



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:

- Join us via Zoom (*please mute your device until called upon*)

Join the Webinar: <https://ketchumidaho-org.zoom.us/j/82577299545>

Webinar ID:825 7729 9545

- Address the Council in person at City Hall.
- 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

CONSENT AGENDA:

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

2. Recommendation to approve minutes of May 20th, 2024 - City Clerk Trent Donat
3. Authorization and approval of the payroll register - Finance Director Brent Davis
4. Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills - Finance Director Brent Davis
5. Recommendation to review and approve the Limelight Subdivision Preliminary Plat - Associate Planner Adam Crutcher
6. Recommendation to approve Trailing of the Sheep - Happy Trails Party Event Application - Community Engagement Manager Daniel Hansen

- [7.](#) Recommendation to approve Wood River Farmers Market Event Application - Community Engagement Manager Daniel Hansen
- [8.](#) Recommendation to approve Sun Valley Tour de Force Welcome Breakfast Event Application - Community Engagement Manager Daniel Hansen
- [9.](#) Recommendation to Approve Amended FAR Exceedance Agreement #22878A between the City of Ketchum and Acquire Realty LLC - Associate Planner Paige Nied
- [10.](#) Recommendation to approve Resolution 24-012; Making Certain Findings and Authorizing Up to Three Additional Resort City Restaurant Liquor Licenses - City Administrator Jade Riley

PUBLIC HEARING:

- [11.](#) Recommendation to hold a public hearing and approve the Norwegian Woods Subdivision Lots 1A, 2A, & 3A Lot Line Shift Application - Senior Planner Abby Rivin

NEW BUSINESS:

- [12.](#) Review draft findings of Blaine County Safe Streets for All Plan, Josh Gibbons – Hales Engineering
13. Cohesive Ketchum: Comprehensive Plan Project Update - Director of Planning and Building Morgan Landers
- [14.](#) Fiscal Year 25 Budget Development: Finance Director Brent Davis and Housing Director Carissa Connelly
 - a. Housing Program
 - b. General Fund Five-year Forecast and next steps

ADJOURNMENT:

Participate

From: City of Ketchum Idaho <participate@ketchumidaho.org>
Sent: Tuesday, May 21, 2024 4:26 PM
To: Participate
Subject: Form submission from: Contact Us

Submitted on Tuesday, May 21, 2024 - 4:25pm

Submitted by anonymous user: 68.105.214.146

Submitted values are:

First Name Mark

Last Name Fosburg

Email markefosburg@yahoo.com

Question/Comment

PLEASE, we need the parking on the Washington lot for continued vitality in this core downtown area.

The results of this submission may be viewed at:

<https://www.ketchumura.org/node/38080/submission/12114>

Participate

From: City of Ketchum Idaho <participate@ketchumidaho.org>
Sent: Tuesday, May 21, 2024 5:05 PM
To: Participate
Subject: Form submission from: Contact Us

Follow Up Flag: Follow up
Flag Status: Flagged

Submitted on Tuesday, May 21, 2024 - 5:05pm

Submitted by anonymous user: 184.177.142.94

Submitted values are:

First Name Alison
Last Name Burpee
Email alison.burpee@gmail.com
Question/Comment

Hello. I greatly appreciate the repainting of many of Ketchum's crosswalks in the last week- it provides safety for pedestrians AND drivers. Why weren't the perpendicular crosswalks on Warm Springs road completed as well? Numerous crosswalks crossing WS road are as faded as can be- was this an oversight or is the paint crew planning on returning? The job isn't done, please advise as these crosswalks are integral for safety in our neighborhood and community.

The results of this submission may be viewed at:

<https://www.ketchumidaho.org/node/7/submission/12116>

Cyndy King

From: Terry Ring <terry.ring@silver-creek.com>
Sent: Monday, June 3, 2024 11:15 AM
To: Participate
Subject: Comprehensive Plan Update

As you consider updating the Comprehensive Plan, one of the “values” stated is a vital downtown. Is this a value, objective, outcome, or even a desire? What does a vital downtown look and feel like?

Workforce housing is a priority. Let’s make sure that it’s in the right place. The Argyros Theater can hold up to 800 people. If the Washington Avenue project goes forward and we lose the parking; how far into the neighborhoods will a big event there push people? Will there be conflict with homeowners? We should consider a parking structure. Value is the benefit received for the burdens endured. If the burden becomes too great people will stop coming.

The parking study compares our community core to a average size shopping mall. Malls in northern climes are enclosed and have plenty of parking. The community core is big with the main shopping area on Sun Valley Road. The vision for 4th Street was a walking street anchored by the Community Library on one end and the Sun Valley Center on the Simplot property. Their fundraising failed. We have both a parking problem and a walking problem, especially in winter.

A pedestrian friendly design, focal points and gathering places along with a mix of retail, dining, and cultural attractions that evoke a sense of curiosity are necessary to pull people through our community. You must have something worth walking to. For most visitors’ banks, title insurance companies, and real estate office aren’t very interesting like small, intendant restaurants and retail stores are. Store like ours and Backwoods are on the fringe. We’re more or a destination than a place you discover during a stroll.

Although some will disagree with me, we’re all in the hospitality business here. Our town is unusually friendly. The experience people have here is our collective product. As you consider the plan let’s keep things convenience and accessibility for our residents and visitors. The future becomes the present and the past. Building last a long time.

Sincerely,

Terry Ring | [Silver Creek Outfitters](#)
s 208 726 5282
500 N Main Street, PO Box 418
Ketchum, ID 83340
terry.ring@silver-creek.com
www.silver-creek.com



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Cyndy King

From: Julie Johnson <jjhourishme@gmail.com>
Sent: Sunday, June 2, 2024 6:34 PM
To: Participate
Subject: Do you think we can work together?

If anyone knows about the need for affordable housing it is all business owners. We are the ones who have been providing whatever it takes to keep and retain employees. We have dealt with this burden for decades. We give them rooms in our houses, ask our neighbors, talk to friends of friends. We vouch for them and sign leases for them. We try to give them steady hours even in slack. Most of the time they appreciate our efforts and stick around.

Those unaware and not particularly helpful are the part time residents, the tourists and the City of Ketchum. (remember the KETCH buildings debacle)

Those of us that require a car to get to Ketchum and who work there need to park our car. We not only work in Ketchum, we are customers in Ketchum. We shop in Ketchum, socialize in Ketchum, and go out to breakfast, lunch or dinner in Ketchum - often.

Is our money not 'green enough' for Ketchum? Why are we being discriminated against? Why can't we retain centralized parking in Ketchum?

Look, this isn't about one being more important than the other.

We are happy others have joined the affordable housing conversation, but Please keep up.

It isn't cars versus people. People and cars are one in the same. It is how we transport ourselves and the tools of our trade. I think it's for the purpose of saving time. Hard to say if the automobile created our frenzied lifestyle or if we are just a 'driven' society. (pun intended).

Before that we used horses pulling buggies to get from one place to another - and of course our famous 'Pony Express'..

Yes, our town could fit inside a Mall, like the one in Hong Kong that stretches about the same length between Ketchum and Hailey. By the way, it is covered. So is the ginormous one in Salt Lake City.

It is a ridiculous comparison not just because Malls are protected from the elements - BUT Malls do not have a State highway running through the middle.

Take a look at the comprehensive plan from 06'. The consultants took the grid of ketchum and laid an idea over it. The master design included 'Town square' and the 'Fourth Street Corridor'.

An area the Farmers Market and the Ketchum Arts Fair had previously set up for years,- until it was built and then they were shoed away.

The master design suggested starting the KURA - Ketchum urban renewal agency and the SBD - small business development.

It also had affordable housing alongside long term parking structures with enough units to park all the occupants' vehicles.

Since the money to create any and all of these plans is coming out of our worker bees pockets do you think We can work together here?



CITY OF KETCHUM
MEETING MINUTES OF THE CITY COUNCIL
Monday, May 20, 2024

CALL TO ORDER: *(00:0:13 in video)*

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

ROLL CALL:

Mayor Neil Bradshaw
Spencer Cordovano
Courtney Hamilton
Amanda Breen *(via teleconference)*
Tripp Hutchinson *(via teleconference)*

ALSO PRESENT:

Jade Riley—City Administrator
Trent Donat—City Clerk & Business Manager
Brent Davis—Finance Director
Morgan Landers—Planning and Building Director
Abby Rivin—Senior Planner
Paige Nied—Associate Planner
Robyn Mattison—City Engineer *(via teleconference)*
Rob King—Landscape Architect Landwork Studio, LLC
Katie Franklin—Attorney for Appellant Lawson Laski Clark
Bill McLaughlin—Fire Chief City of Ketchum
Ron Bateman—Fire Chief Wood River Fire and Rescue *(via teleconference)*

Proclamation of May as Mental Health Awareness Month.

Neil Bradshaw read the Proclamation naming May as Mental Health Awareness Month.
(00:00:47 in video)

COMMUNICATIONS FROM MAYOR AND COUNCIL:

- Neil Bradshaw introduced the newest recruit for the Ketchum Police Department: Enzo an English Springer Spaniel trained to be a narcotics dog and handled by Sargeant Garrett Ruckle.
(00:02:49 in video)
- Courtney Hamilton mentioned the passing of Dr. Terry O'Connor. She expressed his loss as a significant blow to our community, as Dr. O'Connor played an instrumental role through his dedicated work in public health. His contributions have had a profound and lasting impact on the well-being of our community. *(00:05:06 in video)*
- Spencer Cordovano addressed comments from the community regarding the end of "slack season". He reminded everyone to drive slowly and remain vigilant, especially while walking in areas where there is no pavement. He went on to praise Amanda Breen and Courtney Hamilton for their hard work on KURA. *(00:05:44 in video)*

CONSENT AGENDA:

- Spencer Cordovano pulled Item #11 for discussion. *(00:07:30 in video)*.
- Jade Riley addressed Spencer's questions. *(00:08:34 in video)*

Motion to approve consent agenda items #2 - #11. *(00:10:18 in video)*

MOVER: Spencer Cordovano

SECONDER: Courtney Hamilton

AYES: Tripp Hutchinson, Courtney Hamilton, Spencer Cordovano, Amanda Breen

RESULT: ADOPTED UNANIMOUS

PUBLIC HEARING:

12. Recommendation to approve land exchange with Sun Valley Holdings, LLC related to Main Street Project.

Presented by: Jade Riley *(00:10:32 in video)*

Public Hearing Opened: *(00:14:02 in video)*

Public Hearing Closed: *(00:14:16 in video)*

Motion to approve the land exchange with Sun Valley Holdings, LLC. *(00:14:31 in video)*

MOVER: Courtney Hamilton

SECONDER: Spencer Cordovano

AYES: Courtney Hamilton, Amanda Breen, Tripp Hutchinson, Amanda Breen

RESULT: ADOPTED UNANIMOUS

NEW BUSINESS:

13. Confirm City Council policy direction for allowance of snowmelt with City Right-of-Way and recommendation to deny the Right-of-Way Encroachment permit for the heated driveway located at 308 E Canyon Run Blvd.

Introduced by: Neil Bradshaw *(00:14:50 in video)*

Presented by: Morgan Landers *(00:15:51 in video)*

Comments, questions, and discussion by council. *(00:17:53 in video)*

Joined by: Abby Rivin *(00:27:15 in video)*

Joined by: Rob King *(00:29:54 in video)*

Discussion Continued by Council *(00:34:28 in video)*

Joined by: Katie Franklin *(00:45:22 in video)*

Motion to approve uphold the denial for snowmelt in the Right-of-Way but allow for placement of pavers with the Right-of-Way and authorize the mayor to sign and amended Encroachment Agreement for those if the applicant so chooses. *(00:48:25 in video)*

MOVER: Courtney Hamilton

SECONDER: Amanda Breen

AYES: Courtney Hamilton, Amanda Breen, Tripp Hutchinson

NAYS: Spencer Cordovano

RESULT: ADOPTED

- Mayor Bradshaw changed the order of New Business items #14 & #15. *(00:48:47 in video)*
- Amanda Breen complimented the fire chiefs in their tireless research regarding the pending JPA agreement. *(00:49:25 in video)*

15. Update on the potential Fire Department consolidation.

Presented by: Bill McLaughlin *(00:50:19 in video)*

Neil summarizes and comments on what the goal is for the JPA. *(01:08:53 in video)*
Comments, questions, and discussion by council. *(01:12:00 in video)*

Comments:

- Jerry Sieffert *(01:31:18 in video)*
- Chief McLaughlin responds *(01:35:41 in video)*
- Myles Canfield commented *(01:36:45 in video)*
- Jade Riley responds *(01:38:06 in video)*

Comments, questions, and discussion by council continues. *(01:41:44 in video)*

14. Briefing regarding Fiscal Year 2025 General Fund Budget development and Capital Improvement Plan.
Presented by: Brent Davis *(01:46:08 in video)*
Joined by: Jade Riley *(01:52:17 in video)*

Questions by council members. *(Throughout presentation)*

Follow up questions, comments, and discussion by council members, Brent Davis, and Jade Riley.
(02:33:32 in video)

ADJOURNMENT:

Motion to adjourn. *(02:42:58 in video)*

MOVER: Spencer Cordovano

SECONDER: Courtney Hamilton

AYES: Spencer Cordovano, Tripp Hutchinson, Courtney Hamilton, 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"- "9700000000", "9910000000"- "9911810000"
 Invoice Detail.Voided = No,Yes

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
GENERAL FUND					
01-3400-1100 PLANNING FEES					
BIG WOOD WALNUT LLC	052324	REFUND FOR WITHDRAWING HISTORIC ALTERATION APP	1,800.00		0
01-3700-3600 REFUNDS & REIMBURSEMENTS					
MCOLLUM, SUZANNE	052024	PURCHASED BATTERIES FOR CITY HALL - REFUND	15.99		0
Total :			1,815.99		
LEGISLATIVE & EXECUTIVE					
01-4110-4910 MYR/CNCL-TRAINING/TRAVEL/MTG					
CORDOVANO, SPENCER	050224	CITY TO CITY TOUR	437.98		0
Total LEGISLATIVE & EXECUTIVE:			437.98		
ADMINISTRATIVE SERVICES					
01-4150-3100 OFFICE SUPPLIES & POSTAGE					
US BANK	2745 042524	DANG'S GIFT CARD - CONDOLENCE GIFT	100.00		0
US BANK	2745 042524	BIG BELLY DELI ORDER	31.12		0
US BANK	2745 042524	BIG BELLY DELI ORDER CANCELED	31.12-		0
US BANK	4026 042524	USB 2.0 MALE TO FEMALE EXTENSION CABLE X 2	7.46		0
US BANK	4026 042524	MAXLITE ADVANCED POWER STRIP	23.58		0
US BANK	4026 042524	SAN FRANCISCO BAY COFFEE BRKFST BLEND & FOG CHASER CUP	98.40		0
US BANK	4026 042524	SAN FRANCISCO BAY COFFEE PODS	35.18		0
US BANK	4026 042524	FREEZER SAFE FOOD STORAGE CONTAINERS W/ 12 LIDS	35.95		0
01-4150-4400 ADVERTISING & LEGAL PUBLICATIO					
EXPRESS PUBLISHING, INC.	10002196 0330	DIRECTOR OF FINANCE AD	383.00		0
EXPRESS PUBLISHING, INC.	1002196 02292	SWEEPER FINANCE BIDS	72.68		713503

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
01-4150-4800 DUES, SUBSCRIPTIONS & MEMBERSH					
US BANK	5030 042524	LITTLE GREEN LIGHT ANNUAL SUBSCRIPTION RENEWAL	486.00		0
01-4150-4900 PERSONNEL TRAINING/TRAVEL/MTG					
US BANK	2745 042524	INN AT 500 BOISE	485.90		0
01-4150-4902 TRAINNG/TRVL/MTG-CITY ADM/ASST					
RILEY, JADE	051524	ITD MEETING IN TWIN REIMBURSEMENT	51.06		0
01-4150-5100 TELEPHONE & COMMUNICATIONS					
CENTURY LINK	333450155 051	333450155 051324	76.12		0
US BANK	4026 042524	MINT MOBILE 3 MONTH SIM KIT UNLIMITED X 2	106.36		0
US BANK	5030 042524	8X8 PHONE SUBSCRIPTION	1,213.05		0
US BANK	5030 042524	8X8 ORDER #AO500545084	14.15		0
01-4150-5110 COMPUTER NETWORK					
INTEGRATED TECHNOLOGIES	241154	CITY HALL - 191 W 5TH ST	449.66		0
US BANK	4026 042524	WASABI TECHNOLOGIES - 235777 INV-544675	61.20		0
US BANK	5030 042524	MICROSOFT ONLINE SERVICES CREDIT	14.56-		0
US BANK	5030 042524	ZOOM SUBSCRIPTION	158.00		0
US BANK	5030 042524	MAILCHIMP MONTHLY SUBSCRIPTION 15001 - 20000 SUBSCRIPTIONS	276.00		0
US BANK	5030 042524	GODADDY.COM SUBSCRIPTION	50.34		0
US BANK	5030 042524	GODADDY.COM 2 YEAR RENEWAL	46.34		0
US BANK	5030 042524	MICROSOFT ONLINE SERVICES CREDIT	14.75-		0
01-4150-5150 COMMUNICATIONS					
US BANK	7937 042524	ISTOCK SUBSCRIPTION INV 19434229	74.20		0
VAN FOSSAN, ANNIE	222023	COPY WRITING 2022-2023	2,500.00		0
01-4150-5200 UTILITIES					
IDAHO POWER	2203990334 05	2203990334 051424	59.99		0
IDAHO POWER	2206570 05142	2206570869 051424	10.54		0
IDAHO POWER	2260077785 05	2260077785 051424	163.16		0
01-4150-6500 CONTRACTS FOR SERVICES					
ENOURATO, LISA	104	CIP SUPPORT - APRIL 2024	510.00	24052	0
01-4150-7400 OFFICE FURNITURE & EQUIPMENT					
US BANK	7937 042524	STANDUP DESK	425.00		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
Total ADMINISTRATIVE SERVICES:			7,944.01		
PLANNING & BUILDING					
01-4170-3100 OFFICE SUPPLIES & POSTAGE					
JANE'S ARTIFACTS	062256	LAMINATE POUCHES NOTEBOOKS CARDSTOCK ETC	210.42		0
JANE'S ARTIFACTS	062267	SHEET PROTECTORS	44.70		0
WORTH PRINTING	4198	SIGNS	147.96		0
WORTH PRINTING	4198	SIGNS	759.00		0
01-4170-4200 PROFESSIONAL SERVICES					
CLARION ASSOCIATES LLC	9716	USABILITY & PROCEDURAL UPDATES & CODE ASSESSMENT	9,852.49	24039	0
CLARION ASSOCIATES LLC	9724	TASK ORDER 2 - SERVICES FOR APRIL 2024	17,720.15	24039	0
01-4170-4210 PROFESSIONAL SERVICES - IDBS					
SAFEBUILT LLC	362179	05-KETCHUM: APRIL 2024 BUILDING SERVICES	84,557.75		0
01-4170-4400 ADVERTISING & LEGAL PUBLICATIO					
COPY CENTER LLC	3168	PUBLIC NOTICE MAILERS	288.92		0
EXPRESS PUBLISHING, INC.	10002196 0330	COHESIVE KETCHUM PRESENTATION	2,432.00		0
EXPRESS PUBLISHING, INC.	10002196 0330	BIGWOOD CLUBHOUSE	70.84		0
EXPRESS PUBLISHING, INC.	10002196 0330	170 BALD MOUNTAIN	85.56		0
EXPRESS PUBLISHING, INC.	10002196 0330	220 LAVA ST KCC	80.04		0
EXPRESS PUBLISHING, INC.	1002196 02292	PLANNING AND ZONING JOIN OUR TEAM	475.76		0
EXPRESS PUBLISHING, INC.	1002196 02292	PZ COMP PLAN	2,234.80		0
EXPRESS PUBLISHING, INC.	1002196 02292	PZ LEGALS	213.44		0
01-4170-6910 OTHER PURCHASED SERVICES					
US BANK	0172 042524	LA CABANITA LUNCH	614.24		0
US BANK	0172 042524	THE CURTIS HOTEL REFUND FOR TAX	35.44		0
US BANK	7937 042524	META INVOICE FOR ONLINE SURVEY & PROJECT KETCHUM	85.44		0
01-4170-7400 OFFICE FURNITURE & EQUIPMENT					
US BANK	0172 042524	STANDUP DESK	425.00		0
US BANK	0172 042524	FLOOR MAT FOR STANDING	49.95		0
Total PLANNING & BUILDING:			120,313.02		

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
NON-DEPARTMENTAL					
01-4193-4250 BLAINE CITY TOUR					
US BANK	2745 042524	MILLERS COUNTRY STORE	580.16		0
US BANK	2745 042524	COEUR D'ALENE HOTEL FOR CITY TOUR	2,014.84		0
US BANK	2745 042524	EVANS BROTHERS COFFEE	303.50		0
01-4193-9930 GENERAL FUND OP. CONTINGENCY					
HDR ENGINEERING, INC.	120061735	YMCA PARKING LOT EXPANSION - TASK ORDER 1	4,947.00	24058	0
TRAFFIC SAFETY SUPPLY CO., I	INV070321	12" RADAR FEEDBACK SIGN x 2	8,825.08	24084	0
DESMAN, INC	D24022	CONCEPT DESIGN FOR PARKING GARAGE	2,700.00		0
Total NON-DEPARTMENTAL:			19,370.58		
FACILITY MAINTENANCE					
01-4194-3200 OPERATING SUPPLIES					
A.C. HOUSTON LUMBER CO.	2405-737991	NITRILE GLOVES	21.99		0
CHATEAU DRUG CENTER	2856727	SEAL TAPE, SHOWER LINERS AND RINGS, BATH MAT	117.74		0
01-4194-5100 TELEPHONE & COMMUNICATIONS					
INTEGRATED TECHNOLOGIES	241154	FACILITIES MAINTENANCE	13.37		0
01-4194-5200 UTILITIES					
IDAHO POWER	2203313446 05	2203313446 051124	26.34		0
01-4194-5900 REPAIR & MAINTENANCE-BUILDINGS					
A.C. HOUSTON LUMBER CO.	2405-735536	FASTENERS, TOGGLER ANCHORS, DRILL BITS	46.83		0
01-4194-5910 REPAIR & MAINT-491 SV ROAD					
CINTAS	4192756641	VISITOR CENTER MATS	47.66		0
US BANK	9988 042524	WET DRY VACUUM	277.95		0
01-4194-5950 REPAIR & MAINT-WARM SPRINGS PR					
LUTZ RENTALS	153170-1	FORK LIFT	178.46		0
PIPECO, INC.	S54444501.001	CLAMPS AND ADAPTERS FOR DOG PARK	77.12		0
01-4194-6100 REPAIR & MAINT--MACHINERY & EQ					
US BANK	9988 042524	WATER DIAPHRAGM PRESSURE PUMP	128.99		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
01-4194-6950 MAINTENANCE					
CHATEAU DRUG CENTER	2854475	SOCK ADAPTER SET - SHOP TOOLS	4.74		0
GEM STATE PAPER & SUPPLY	1119107	PAPER TOWEL DISPENSER, TISSUE DISPENSER	15.09		0
PIPECO, INC.	S5441166.001	BATTERIES, ROUND SPRINKLER COVERS	60.06		0
PIPECO, INC.	S5448028.001	HOSE PARTS FOR FIRE STATION	104.45		0
PIPECO, INC.	S5448314.001	DRIPPER LINE PARTS	38.24		0
US BANK	1718 042524	VANDAL RESISTANCE PUBLIC WATER FILLING STATION	2,390.01		0
Total FACILITY MAINTENANCE:			3,549.04		
POLICE					
01-4210-4200 PROFESSIONAL SERVICES					
INTEGRATED TECHNOLOGIES	241154	POLICE	53.88		0
Total POLICE:			53.88		
FIRE & RESCUE					
01-4230-3200 OPERATING SUPPLIES FIRE					
GEM STATE PAPER & SUPPLY	1119123	PAPER TOWELS	64.24		0
CURTIS TOOLS FOR HEROES	INV800676	AIR SAMPLE TESTING	337.80		0
01-4230-3210 OPERATING SUPPLIES EMS					
BOUNDTREE MEDICAL	85359298	ELECTRODES, BANDAGES, STETHASCOPE, EYESALENE	1,091.59		0
GEM STATE PAPER & SUPPLY	1119123	PAPER TOWELS	64.23		0
HENRY SCHEIN	89108870	ALBUTEROL, SODIUM BICARB, STERI STRIPS, TERTRACAINE, FLUSHES, GLUCOSE, ANITIBIOTIC OINTMENT	666.19		0
MINIDOKA MEMORIAL HOSPITA	13-05065	CPR CARDS	835.00		0
01-4230-3500 MOTOR FUELS & LUBRICANTS FIRE					
CHRISTENSEN INC.	CL56242	1008309 051524	196.69		0
01-4230-3510 MOTOR FUELS & LUBRICANTS EMS					
CHRISTENSEN INC.	CL56242	1008309 051524	196.68		0
01-4230-4200 PROFESSIONAL SERVICES FIRE					
US BANK	3938 042524	INT'L CODE COUNCIL INC	91.55		0
US BANK	3938 042524	NFPA NATL FIRE PROTECTION SUBSCRIPTION	114.99		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
US BANK	5219 042524	25 FT EXTENSION CORD	38.88		0
01-4230-4210 PROFESSIONAL SERVICES EMS					
US BANK	3938 042524	GARMIN SUBSCRIPTION	81.80		0
01-4230-4900 TRAINING/TRAVEL/MTG FIRE					
US BANK	5219 042524	ARTCREATIVITY DIECAST HELICOPTERS	23.96		0
US BANK	5219 042524	PEDESTAL MOUNT FOR MONITOR	12.95		0
01-4230-5110 TELEPHONE & COMMUNICATION EMS					
INTEGRATED TECHNOLOGIES	241154	FIRE - 107 SADDLE RD	41.00		0
01-4230-5900 REPAIR & MAINTENANCE-BUILDINGS					
FIRE SERVICES OF IDAHO	12559561	ANNUAL SERVICE OF FIRE EXT - FIRE DEPT	329.00		0
US BANK	5219 042524	8K MINI DISPLAY PORT	62.01		0
US BANK	5219 042524	4K MATRIC SWITCH / SPLITTER	139.99		0
US BANK	5219 042524	PICTURE FRAME DISPLAY POSTER	23.39		0
CRAWFORD DOOR SALES OF ID	324-097	POWER SUPPLY- RED DOOR MAINTENACE	870.00		0
Total FIRE & RESCUE:			5,281.94		
STREET					
01-4310-3200 OPERATING SUPPLIES					
US BANK	1718 042524	WIRESLESS MOUSE	34.99		4310044
01-4310-4200 PROFESSIONAL SERVICES					
ROBERTS ELECTRIC	010728	INSTALLED EMT CONDUIT IN TRUCK BAY, SWITCH RELOCATION, INSTALLING COVER PLATES	380.67		4310052
ROBERTS ELECTRIC	011288	INSTALL WIRING IN NEW STREET BLDG BATHROOM	2,283.00		4310052
US BANK	4026 042524	SADDLETREE GALLERY - GOING AWAY GIFT BRIAN CHRISTIANSEN	262.89		713503
01-4310-5100 TELEPHONE & COMMUNICATIONS					
INTEGRATED TECHNOLOGIES	241154	STREETS - 210 10TH ST	51.27		0
01-4310-6910 OTHER PURCHASED SERVICES					
CINTAS	5213008052	FIRST AID KIT SERVICE & SUPPLIES	90.12		4310047
01-4310-6920 SIGNS & SIGNALIZATION					
A.C. HOUSTON LUMBER CO.	2405-740432	DRIVE PIN WITH WASHERS FOR STREET SPEED			

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
		COUNTERS	21.99		4310040
01-4310-6950 MAINTENANCE & IMPROVEMENTS					
A.C. HOUSTON LUMBER CO.	2405-738837	SHOP SUPPLIES: SCREWS	.92		4310033
A.C. HOUSTON LUMBER CO.	2405-740278	PATCH ROOF CEMENT TO SEAL CATCH BASIN PIPE ON EDELWEISS	29.99		4310031
Total STREET:			<u>3,155.84</u>		
RECREATION					
01-4510-3200 OPERATING SUPPLIES					
US BANK	7926 042524	CARHARTT - WORK PANTS	118.78		0
01-4510-3250 RECREATION SUPPLIES					
US BANK	7926 042524	PARTIAL ESTY REFUND	5.29-		0
US BANK	7926 042524	SNOWBOARDER COOKIE STENCIL	11.26		0
US BANK	7926 042524	TROUT STENCIL	9.94		0
US BANK	7926 042524	HOCKEY PLAYER AND MOUNTAIN FOREST STENCIL	20.08		0
US BANK	7926 042524	JUGS - CHUTE ASSEMBLY	298.09		0
US BANK	7926 042524	KITCHEN COMPOST PAIL	25.46		0
US BANK	7926 042524	MULTIPLE ETSY PURCHASES	66.41		0
US BANK	7926 042524	CABLE TIES	64.29		0
WEBB LANDSCAPING	K-IN-191105	POTATO STARTS AND YELLOW ONION SEED	5.64		0
01-4510-3300 RESALE ITEMS-CONCESSION SUPPLY					
ATKINSONS' MARKET	05796825	APPLES & MANDARINS	15.37		0
ATKINSONS' MARKET	05797590	APPLES & MANDARINS	18.53		0
01-4510-4200 PROFESSIONAL SERVICE					
INTEGRATED TECHNOLOGIES	241154	PARKS & REC	37.68		0
01-4510-4800 DUES, SUBSCRIPTIONS & MEMBERSH					
US BANK	7926 042524	COSTCO MEMBERSHIP RENEWAL	60.00		0
Total RECREATION:			<u>746.24</u>		
Total GENERAL FUND:			<u>162,668.52</u>		

WAGON DAYS FUND

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
WAGON DAYS EXPENDITURES					
02-4530-4240 CONCERT					
HENNESSEE, CHRIS	052424	DEPOSIT FOR SECURING BAND FOR WAGON DAYS 2024	5,000.00	24093	0
Total WAGON DAYS EXPENDITURES:			5,000.00		
Total WAGON DAYS FUND:			5,000.00		
GENERAL CAPITAL IMPROVEMENT FD					
GENERAL CIP EXPENDITURES					
03-4193-7135 MAIN STREET REHAB					
GALENA-BENCHMARK ENGINE	0324-065	PROJECT 1318.187 - DMP	1,025.00		713501
ENOURATO, LISA	104	MAIN ST PROJECT SUPPORT - APRIL 2024	4,122.50	24052	713504
EXPRESS PUBLISHING, INC.	10002196 0330	BIDS MAIN STREET	314.07		713503
EXPRESS PUBLISHING, INC.	1002196 02292	WATER MAIN STREET RELOCATION	163.88		713503
EXPRESS PUBLISHING, INC.	1002196 02292	MAIN STREET	2,432.00		713503
LUNCEFORD EXCAVATION, INC.	1	MAIN STREET REHAB	50,187.82	24094	713501
LUNCEFORD EXCAVATION, INC.	1	MAIN STREET REHAB	127,589.05	24094	713502
US BANK	4026 042524	WRAPCITY - WRAPS & CHIPS FOR MAIN STREET MEETING	128.27		713503
US BANK	7937 042524	SIGNS.COM INV 12487174	492.10		713503
US BANK	7937 042524	CHATEAU DRUG - CABLE TIES FOR MAIN ST SIGNS	6.46		713503
US BANK	7937 042524	SIGNS.COM INV 12363926	1,770.74		713503
US BANK	7937 042524	SIGNS.COM INV 12366751	780.08		713503
US BANK	7937 042524	SIGNS.COM INV 12375037	819.83		713503
US BANK	9529 042524	ATKINSONS - DONUTS FOR LUNCEFORD TEAM	9.44		713504
JACOBS ENGINEERING GROUP, I	W3Y18400-007	TO4 CONSTRUCTION SERVICES ROAD	63,765.60	24066	713501
JACOBS ENGINEERING GROUP, I	W3Y18400-007	TO4 CONSTRUCTION SERVICES PED	42,510.46	24066	713502
WORTH PRINTING	4198	LABELS / STICKERS	9.60		713503
PEDSAFETY	0032351	MAIN STREET REHAB	4,666.50	24091	713501
03-4193-7220 RECYCLING					
US BANK	9529 042524	SAWTOOTH WOOD PRODUCTS	500.00		0
Total GENERAL CIP EXPENDITURES:			301,293.40		
FIRE & RESCUE CIP EXPENDITURES					

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
03-4230-7140 SHOP TOOLS					
A.C. HOUSTON LUMBER CO.	2405-738247	SPARY PAINT FOR LABELING TOOLS	23.37		0
US BANK	5219 042524	RUBBERMAID UTILITY CART	170.00		0
Total FIRE & RESCUE CIP EXPENDITURES:			193.37		
Total GENERAL CAPITAL IMPROVEMENT FD:			301,486.77		
COMMUNITY HOUSING					
COMMUNITY HOUSING EXPENSE					
54-4410-3100 GENERAL OFFICE					
US BANK	7937 042524	UPRINTING BCHA BUSINESS CARDS INV 12369845	65.95		0
54-4410-3200 LIFT TOWER LODGE OPERATIONS					
A.C. HOUSTON LUMBER CO.	2405-734003	WIRE CONNETION RECEPTACLE WALL PLATES	15.23		0
CHATEAU DRUG CENTER	2853633	TENSION ROD	37.99		0
CHATEAU DRUG CENTER	2854178	BATTERIES	20.37		0
CHATEAU DRUG CENTER	2857019	SHOWER HEADS AND PIPE THREAD SEAL FOR LIFT TOWER	9.49		0
L.L. GREEN'S HARDWARE	A736219	SHOWER HOOKS AND ROD	34.98		0
54-4410-4200 PROFESSIONAL SERVICES					
EXPRESS PUBLISHING, INC.	10002196 0330	DEPUTY HOUSING DIRECTOR AD	300.19		0
US BANK	7309 042524	UBIQUITI CLOUDKEY STAND	33.52		0
US BANK	7309 042524	PARKSIDE VILLAGE OWNERS HOA DUES & MONTHLY CAPITAL RESERVE DUES	418.21		0
US BANK	7309 042524	HANDSHAKE SUBSCRIPTION	299.00		0
US BANK	7309 042524	HANK & SYLVIES	27.00		0
US BANK	7309 042524	AMERICAN PLANNING ASSOCIATION JOB POSTING 1 MONTH	100.00		0
US BANK	7309 042524	2024 CONFERENCE ON HOUSING & ECONOMIC DEVELOPMENT REGISTRATION	345.00		0
54-4410-5900 LIFT TOWER LDG REPAIR & MAINT					
SHERWIN-WILLIAMS CO.	8648-7	BLUE TAPE & PLASTIC DROP	32.77		0
SHERWIN-WILLIAMS CO.	8712-1	BRUSHES AND ROLLERS FOR LIFT TOWER LODGE	48.26		0
SHERWIN-WILLIAMS CO.	8822-8	PAINT FOR LIFT TOWER LODGE	40.49		0
Total COMMUNITY HOUSING EXPENSE:			1,828.45		

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
Total COMMUNITY HOUSING:			1,828.45		
WATER FUND					
WATER EXPENDITURES					
63-4340-3100 OFFICE SUPPLIES & POSTAGE					
US BANK	7937 042524	UPRINTING BUSINESS CARDS FOR WATER DEPT	116.50		0
63-4340-3200 OPERATING SUPPLIES					
CINTAS	4192756549	WATER - Admin Bldg	10.89		435001
CINTAS	4192756549	WATER	31.20		435001
INTEGRATED TECHNOLOGIES	241154	110 RIVER RANCH RD - WATER	53.49		0
63-4340-3500 MOTOR FUELS & LUBRICANTS					
VALLEY WIDE COOPERATIVE	U0014188	DIESEL FOR WATER	1,309.33		0
63-4340-4900 PERSONNEL TRAINING/TRAVEL/MTG					
US BANK	5198 042524	IDAHO RURAL WATER ASSOCIATION COURSE	150.00		0
US BANK	5198 042524	DRINKING WATER TREATMENT OPERATOR - CLASS I	30.00		0
63-4340-6100 REPAIR & MAINT-MACH & EQUIP					
A.C. HOUSTON LUMBER CO.	2405-736851	FASTENERS	5.16		0
LUTZ RENTALS	153211-1	COMPACTOR	44.28		0
Total WATER EXPENDITURES:			1,750.85		
Total WATER FUND:			1,750.85		
WASTEWATER FUND					
WASTEWATER EXPENDITURES					
65-4350-3200 OPERATING SUPPLIES					
A.C. HOUSTON LUMBER CO.	2404-723527	ELECTRICAL TAPE, VINYL TUBE CLEAR	9.56		435001
A.C. HOUSTON LUMBER CO.	2404-724612	TARP, DRYWALL ANCHOR	38.58		435001
CHATEAU DRUG CENTER	2856784	HOSE	18.99		435001
CINTAS	4192756549	WASTEWATER - Admin Bldg	10.90		435001
CINTAS	4192756549	WASTEWATER	63.93		435001
D & B SUPPLY INC.	3204	WORK SHIRTS, WORK PANTS	192.93		435001
D & B SUPPLY INC.	7952	WORK SHIRTS, WORK PANTS	206.16		435001
GEM STATE PAPER & SUPPLY	1119484	TOILET PAPER, CLEANER, HAND SOAP	131.66		435001
INTEGRATED TECHNOLOGIES	241154	110 RIVER RANCH RD - WASTEWATER	25.14		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
TREASURE VALLEY COFFEE INC	2160:10417511	COFFEE	74.69		435001
UPS STORE #2444	MMN7FR5C0	WATER SAMPLES	15.16		435001
UPS STORE #2444	MMN7FR5HF1	WATER SAMPLES	15.16		435001
US BANK	5198 042524	PENTAGON SAFETY EQUIPMENT INDUSTRIAL GLOVES	222.60		435001
65-4350-3400 MINOR EQUIPMENT					
US BANK	5198 042524	TRUCOAT 360 VARIABLE PAINT SPRAYER & BAGS	240.00		435001
US BANK	5198 042524	NJE FITS FORD EXPL MERCURY LINCOLN TRANSMISSION FLUID FILL ADAPTER	8.99		435001
65-4350-3800 CHEMICALS					
THATCHER COMPANY, INC.	2024100107028	ALUMINUM SULFATE	8,016.38	24048	435001
65-4350-4200 PROFESSIONAL SERVICES					
COPY & PRINT, L.L.C.	1487	SCAN TO EMAIL ARCH PLANS	42.00		435001
65-4350-4900 PERSONNEL TRAINING/TRAVEL/MTG					
US BANK	5198 042524	WASTEWATER TREATMENT OPERATOR - LAND APPLICATION	30.00		435003
US BANK	5198 042524	DRINKING WATER DISTRIBUTION OPERATOR - CLASS IV	30.00		435003
US BANK	5198 042524	WASTEWATER COLLECTION OPERATOR - CLASS I	30.00		435003
US BANK	5198 042524	WASTEWATER LABORATORY OPERATOR - CLASS I	30.00		435003
US BANK	5198 042524	WASTEWATER TREATMENT OPERATOR - CLASS IV	30.00		435003
65-4350-5100 TELEPHONE & COMMUNICATIONS					
VERIZON WIRELESS	9963918531	965494438 WASTEWATER DEPT	66.17		435001
65-4350-6100 REPAIR & MAINT-MACH & EQUIP					
A.C. HOUSTON LUMBER CO.	2403-713321	LAG SHIELD	7.48		435001
A.C. HOUSTON LUMBER CO.	2405-738506	20amp GFCI RECEPT, BOX COVER GFCI	31.98		435002
A.C. HOUSTON LUMBER CO.	2405-739284	HEX BOLT, NYLON LOCKNUT	2.49		435002
PIPECO, INC.	S5440978.001	ACTION 32MESH FILTER, 1.5" BALL PLASTIC TXT AQUALINE & PARTS	130.03		435002
US BANK	5198 042524	GRIT HEATER	33.48		435002
US BANK	5198 042524	EMERGENCY LIGHT BATTERY	12.99		435002
US BANK	5198 042524	POLYCARBONATE CLEAR PLASTIC SHEET	99.99		435002
US BANK	5198 042524	AJC BATTERY COMPATIBLE WITH LITHONIA ELB-06042 6V 4.5AH EMERGENCY LIGHT BATTERY	17.99		435002
65-4350-6900 COLLECTION SYSTEM SERVICES/CHA					
A.C. HOUSTON LUMBER CO.	2405-737323	GLOVES, STAPLES	30.45		435001

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
US BANK	5198 042524	POLYCARBONATE CLEAR PLASTIC SHEET	99.99		435001
VERIZON WIRELESS	9963918531	965494438 WASTEWATER COLLECTIONS DEPT	41.63		435001
ROOTX	81978	RootX	555.18		435002
Total WASTEWATER EXPENDITURES:			10,612.68		
Total WASTEWATER FUND:			10,612.68		
WASTEWATER CAPITAL IMPROVE FND					
WASTEWATER CIP EXPENDITURES					
67-4350-7815 AERATION BASINS BLOWERS & ELEC					
EXPRESS PUBLISHING, INC.	1002196 02292	WW AERATION	109.48		0
Total WASTEWATER CIP EXPENDITURES:			109.48		
Total WASTEWATER CAPITAL IMPROVE FND:			109.48		
PARKS/REC DEV TRUST FUND					
93-3700-6800 KETCHUM ARTS COMMISSION					
THE AVILA CO LLC	1102	GARAGE DOOR WRAP	1,639.00		0
Total :			1,639.00		
Total PARKS/REC DEV TRUST FUND:			1,639.00		
DEVELOPMENT TRUST FUND					
DEVELOPMENT TRUST EXPENDITURES					
94-4900-8106 MMDMII, LLC					
MMDMII, LLC	052824	RETURN OF PERFORMANCE BOND	119,226.12		0
94-4900-8108 SHEEP MEADOW LLC					
SHEEP MEADOW LLC	052224	PERFORMANCE BOND RETURN	52,500.00		0
Total DEVELOPMENT TRUST EXPENDITURES:			171,726.12		
Total DEVELOPMENT TRUST FUND:			171,726.12		

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
Grand Totals:			<u>656,821.87</u>		

Report Criteria:

Invoices with totals above \$0 included.
Paid and unpaid invoices included.
[Report].GL Account Number = "0110000000"- "9700000000", "9910000000"- "9911810000"
Invoice Detail.Voided = No,Yes



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

Reasons for Recommendation:

-
-
-

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

Sustainability Impact:

Financial Impact:

Attachments:

-
-
-

Attachment A:
Limelight Subdivision
Application Materials



**City of Ketchum
Planning & Building**

OFFICIAL USE ONLY	
Application Number:	P24-014
Date Received:	2/23/24
By:	HLN
Fee Paid:	\$3300
Approved Date:	
By:	

Subdivision Application-Preliminary Plat

Submit completed application and documentation to planningandzoning@ketchumidaho.org Or hand deliver to Ketchum City Hall, 191 5th St. W. Ketchum, ID 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. You will be contacted and invoiced once your application package is complete.

APPLICANT INFORMATION	
Name of Proposed Subdivision: The Limelight Subdivision & Limelight Condominiums Revised	
Owner of Record: Limelight Condo Owners	
Address of Owner: PO Box 1312, Ketchum, ID 83340	
Representative of Owner: Galena-Benchmark Engineering, David Patrie	
Legal Description: Limelight Condominiums	RPK08500000000
Street Address: 318 Bald Mt. Road	
SUBDIVISION INFORMATION	
Number of Lots/Parcels: 2	
Total Land Area: 2.15 acres	
Current Zoning District: GR-L	
Proposed Zoning District: GR-L	
Overlay District: None	
TYPE OF SUBDIVISION	
Condominium <input checked="" type="checkbox"/>	Land <input checked="" type="checkbox"/>
PUD <input type="checkbox"/>	Townhouse <input type="checkbox"/>
Adjacent land in same ownership in acres or square feet: none	
Easements to be dedicated on the final plat: A public utility easement for an existing sewer line as shown on pre plat	
Briefly describe the improvements to be installed prior to final plat approval: Existing infrastructure and improvements are in place. No new improvements are proposed.	
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 tortuous conduct of city or its officials, agents or employees. Applicant certifies that s/he has read and examined this application and that all information contained herein is true and correct.

Christine Kearty HOA President 2-16-2024
 Applicant Signature Limelight Condos Date

× = N/A

✓ = Provided

Preliminary Plat Requirements

The preliminary plat shall be drawn to a scale of not less than one-inch equals 100 feet and shall show the following:

To be shown on plat:

- ✓ The scale, north point and date.
- ✓ The name of the proposed subdivision.
- ✓ The name and address of the owner of record, the subdivider, and the engineer, surveyor, or other person preparing the plat.
- ✓ Legal description of the area platted.
- ✓ The names and the intersecting boundary lines of adjoining subdivisions and parcels of property.
- ✓ A contour map of the subdivision with contour lines and a maximum interval of two feet to show the configuration of the land based upon the United States Geodetic Survey data, or other data approved by the City Engineer.
- ✓ The scaled location of existing buildings, water bodies and courses and location of the adjoining or immediately adjacent dedicated streets, roadways and easements, public and private.
- ✓ Boundary description and the area of the tract.
- ✓ Existing zoning of the tract.
- ✓ The proposed location of street rights-of-way, lots, and lot lines, easements, including all approximate dimensions, and including all proposed lot and block numbering and proposed street names.
- ✓ The location, approximate size and proposed use of all land intended to be dedicated for public use or for common use of all future property owners within the proposed subdivision.
- ✓ The location, size and type of sanitary and storm sewers, water mains, culverts and other surface or subsurface structures existing within or immediately adjacent to the proposed sanitary or storm sewers, water mains, and storage facilities, street improvements, street lighting, curbs, and gutters and all proposed utilities.
- × The direction of drainage, flow and approximate grade of all streets.
No new streets proposed.
- × The location of all drainage canals and structures, the proposed method of disposing of runoff water, and the location and size of all drainage easements, whether they are located within or outside of the proposed plat.
No new drainage patterns proposed
- ✓ Vicinity map drawn to approximate scale showing the location of the proposed subdivision in reference to existing and/or proposed arterials and collector streets.
- × The boundaries of the floodplain, floodway and avalanche overlay district shall also be clearly delineated and marked on the preliminary plat or a note provided if the entire project is in the floodplain, floodway or avalanche overlay district.
No hazard or natural resource areas
- × Building envelopes shall be shown on each lot, all or part of which is within a floodway, floodplain, or avalanche zone; or any lot that is adjacent to the Big Wood River, Trail Creek, or Warm Springs Creek; or

any lot, a portion of which has a slope of 25 percent or greater; or upon any lot which will be created adjacent to the intersection of two or more streets.

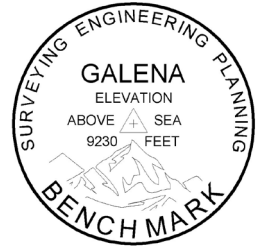
- ✓ Lot area of each lot.
- ✓ Existing mature trees and established shrub masses.

To be provided to Administrator:

- ✓ Subdivision names shall not be the same or confused with the name of any other subdivision in Blaine County, Idaho and shall be approved by the Blaine County assessor.
See email from Joanne Freeman
- ✗ All percolation tests and/or exploratory pit excavations required by State health authorities.
- ✓ A copy of the provisions of the articles of incorporation and bylaws of homeowners' association and/or condominium declarations to be filed with the final plat of the subdivision.
- ✓ A current title report shall be provided at the time that the preliminary plat is filed with the Administrator, together with a copy of the owner's recorded deed to such property.
- ✓ A digital copy of the preliminary plat shall be filed with the Administrator.

Galena-Benchmark Engineering

ENGINEERING, PLANNING, SURVEYING & MAPPING
PO Box 733 : 100 Bell Drive
Ketchum, Idaho 83340
208-726-9512 : info@galena-benchmark.com



**Limelight Condominiums, Revised
&
Limelight Subdivision, Block 1, Lot 1
Project Introduction & Application Transmittal
February 16, 2024**

The intent of this application is to create a new lot that conforms to the GR-L Zoning District dimensional standards from the existing common area of the Limelight Condominiums. In addition to the required materials detailed on the subdivision application we are providing this introductory narrative and an Administrative Determination regarding the potential subdivision of the Limelight Condos property provided to the HOA Board President by Morgan Landers on January 8, 2024.

The preliminary plat is presented on a single sheet for clarity. Approval of this application will result in two new plats: (1) Limelight Condominiums Revised and (2) Limelight Subdivision, Block 1, Lot 1. Upon approval of the preliminary plat we will submit the two final plats to the city for approval. Plat (1) will serve to amend the boundaries of the common area of the Limelight Condos; no changes to the condominium units are proposed. Plat (2) will serve to create a new lot (that is not part of the Limelight Condo Association) from the former Limelight Common Area.

We have included the existing CC&Rs for the Limelight Condos with our application as required by city code. But we want to make clear that the newly created Lot 1 will not be part of the Condominium Association and not be subject to the CC&Rs.

Please do not hesitate to contact me if additional information is required or if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "David Patrie".

David Patrie

cc. Christine Kratz, HOA Board President

enclosed:
Title Report
Determination letter
CC&Rs
Preliminary plat



CITY OF KETCHUM | PLANNING & BUILDING

Morgan Landers, AICP | Director
direct: 208.727.5085 | office: 208.726.7801
mlanders@ketchumidaho.org

P.O. Box 2315, 191 5th Street West, Ketchum, ID 83340
ketchumidaho.org

January 8, 2024

Limelight Condo Owners
Attn: Christine Kraatz
PO Box 1312
Ketchum, ID 83343

[via email]

Re: Administrative Determination regarding the potential subdivision of the Limelight Condos property

Dear Christine-

The letter serves as an Administrative Determination to your inquiry regarding the potential subdivision of the property where Limelight Condos are currently located. Based on my review of the facts, the property is eligible for subdivision provided all the current code requirements can be met for the newly created lot and future development on said lot. Please see the information below and please let me know if you have any questions.

Request for Determination: The city received a request for a determination as to whether the subject property could be legally subdivided due to its non-conforming status.

Subject Property: 2107 Warm Springs Rd and 318 Bald Mountain Rd (RPK08500000000)

Zone District: General Residential Low Density (GR-L)

Non-conformities:

1. Number of Units - The property currently consists of two buildings. 2107 Warm Springs Rd consists of 26 residential condominium units and 318 Bald Mountain Rd consists of 12 residential condominium units. The maximum number of units permitted on one lot in the GR-L zone district is two, therefore the current development is non-conforming based on number of units.
2. Setbacks – The building located at 2107 Warm Springs Rd does not conform to front setback requirements as the west and east corners of the building are 25 feet and 25 feet 3 inches respectively from Warm Springs Rd where 30 feet is required.

Applicable Code Provisions:

Title 16 – Subdivisions of the Ketchum Municipal Code governs all subdivisions of land in the jurisdiction of the City of Ketchum. Section 16.04.010.F states that “all proposed subdivisions of land shall comply with the regulations of this chapter” and “the regulations of this chapter are in addition to all other regulations”. In this instance, “all other regulations” refers to the other applicable city regulations including the city’s zoning regulations found in Title 17 of Ketchum Municipal Code. Section 17.136.050 states that “a nonconforming use shall not be enlarged or

extended and a nonconforming building shall not be enlarged or extended so as to increase the degree of nonconformity...". City staff understands the property owners wish to subdivide a portion of the property along Bald Mountain Rd. Based on this understanding, subdivision of the property would not "increase the degree of nonconformity" for the following reasons:

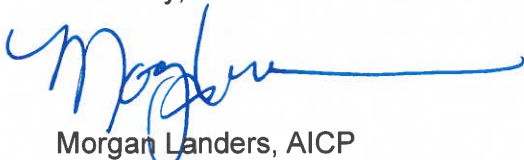
- The GR-L zone district outlines the maximum number of units but does not contain minimum or maximum densities based on number of units per acre. Subdividing the property decreases the size of the subject property but does not change the number of units on the subject property. Since the number of units stays the same on the subject property, subdivision of the lot would not increase the degree of nonconformity.
- The nonconforming setback at 2107 Warm Springs Rd is the front setback, which would not be impacted by a subdivision of property along Bald Mountain Rd. Again, since the nonconforming setback would not change as a result of the subdivision, there is no increase in the degree of nonconformity.

Section 16.04.040.F.1 states that "Lot size, width, depth, shape and orientation and minimum building setback lines shall be in compliance with the zoning district in which the property is located and compatible with the location of the subdivision and the type of development, and preserve solar access to adjacent properties and buildings". To subdivide the property, all requirements noted in this section need to be complied with for both lots with the exception of the nonconformities noted above. To clarify, if a new lot is created on Bald Mountain Rd, side and rear setbacks that comply with zoning regulations would need to be established to the two existing Limelight Condos buildings. Additionally, minimum lot areas for the existing lot and the new lot would need to comply with zoning requirements.

Determination: The subject property is eligible for a subdivision provided that the requirements of the underlying zone district can be met as required in Section 16.04.040.F.1 except for the front setback requirement on Warm Springs Rd.

If you have any questions regarding the information, please contact me at the information noted above. This determination may be administratively appealed under Ketchum Municipal Code 17.144. Please be advised, if desired, an appeal of this Determination must be filed within 15 days pursuant to KMC 17.144.030.

Sincerely,



Morgan Landers, AICP
Director of Planning and Building

RE: Subdivision name request

Joanne Freeman <jfreeman@co.blaine.id.us>

Thu 1/11/2024 9:29 AM

To: Dave Patrie <dave@galena-benchmark.com>

Cc: Angelica Cenarrusa <acenarrusa@co.blaine.id.us>

Hi Dave,

I apologize for not getting back to you sooner; Limelight Subdivision will be acceptable.

Thank you,

Joanne Freeman

Blaine County Assessor's Office

219 S 1st Ave Ste 101

Hailey, ID 83333

208-788-5535

From: Dave Patrie <dave@galena-benchmark.com>

Sent: Wednesday, January 10, 2024 1:44 PM

To: Joanne Freeman <jfreeman@co.blaine.id.us>

Subject: Re: Subdivision name request

You don't often get email from dave@galena-benchmark.com. [Learn why this is important](#)

WARNING: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Joanne. I hope you had a good holiday. I wanted to follow up to see if this subdivision name is okay with you. We are just about ready to submit to the City of Ketchum. Thanks.

David Patrie

Principal

Galena-Benchmark Engineering

www.galena-benchmark.com | Dial Direct: (208) 481-8287 | Main Office: (208) 726-9512

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From: Dave Patrie
Sent: Thursday, January 4, 2024 8:17 AM
To: Joanne Freeman <jfreeman@co.blaine.id.us>
Subject: Subdivision name request

Hi Joanne. We are working with the Limelight Condos HOA to split off a residential lot from the association's common area. Is the name "Limelight Subdivision" acceptable to your office?
Thanks.

David Patrie

Principal

Galena-Benchmark Engineering

www.galena-benchmark.com | Dial Direct: (208) 481-8287 | Main Office: (208) 726-9512

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177090

CONDOMINIUM DECLARATION
FOR
THE LIMELIGHT CONDOMINIUMS

ARTICLE I. Recitals and Certain Definitions.

Section 1.1 The Declarant; the Real Property. Jack C. Corrock and Lila S. Corrock, husband and wife, (together with their successors and assigns, collectively, the "Declarant") are the owners of that certain real property located in Blaine County, Idaho, described in Exhibit A attached hereto and hereby made a part of this Declaration (the "Real Property").

Section 1.2 Intention of Declarant. Declarant intends to provide for condominium ownership of the real property under condominium property act of the State of Idaho.

Section 1.3 The Project. The term "Project" shall collectively mean the Real Property and all buildings and other improvements located on the real property.

Section 1.4 Type of Ownership. This condominium project will provide a means for ownership in fee simple of separate interest in Units and for co-ownership with others, as tenants in common, of Common Area, as those terms are herein defined.

ARTICLE II. Additional Definitions.

The following terms shall have the following meanings when used herein unless the context otherwise requires.

Section 2.1 Building. "Building" means one of the buildings constructed on the Real Property pursuant to this Declaration, excepting all automobile parking structures.

Section 2.2 Unit. "Unit" means the separate interest in a condominium, as bounded by the interior surfaces of the perimeter walls, floors, ceilings, windows and doors thereof and the interior surfaces of built-in fireplaces as shown and numbered on the Condominium Map to be filed for record, together with all fixtures and improvements therein contained. Notwithstanding such markings, the following are not part of a Unit: bearing walls, columns, floors and roofs (except for the interior surface thereof, if a perimeter wall, floor or ceiling), foundations, shafts, central heating, central refrigeration and central air conditioning equipment, reservoirs, tanks, pumps and other services used by more than one Unit, pipes, vents, ducts, flues, chutes, conduits, wires and other utility installations, wherever located, except the outlets thereof when located within the Unit. The interior surfaces of a perimeter window or door means the points at which such surfaces are located when such windows or doors are closed; the physical windows and doors themselves are part of the Common Area, as herein defined. Each Unit also includes the interior of any storage areas which are

WELAND AND LAGGS
ATTORNEYS AT LAW
P. O. BOX 258
TETCHUM, IDAHO 83340

shown on the Condominium Map as belonging to such Unit, bounded as described herein for the other portions of the Unit. In the case of combination of two or more adjoining Units, those portions of partition walls between Units which are from time to time used as door openings between such Units shall be deemed to be divided in half longitudinally, parallel to the partition wall, and each half shall constitute part of the Unit which it adjoins, as Limited Common Area appurtenant to such Unit.

Section 2.3 Common Area. "Common Area" means the entire Project excepting all Units.

Section 2.4 Limited Common Area. "Limited Common Area" means that Common Area designated herein for exclusive use by Owners of particular Condominiums, as those terms are herein defined.

Section 2.5 General Common Area. "General Common Area" means all Common Area excepting all Limited Common Area.

Section 2.6 Condominium. "Condominium" means a separate interest in a Unit together with an undivided interest in common in the Common Area (Expressed as a percentage of the entire ownership interest in the Common Area) as set forth in Exhibit B attached hereto and by this reference made a part hereof.

Section 2.7 Owner. "Owner" means any person or entity, including Declarant, at any time owning a Condominium; the term "Owner" shall not refer to any Mortgagee, as herein defined, unless such Mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

Section 2.8 Mortgage. "Mortgage" means any mortgage, deed of trust, or other security instrument by which a Condominium or any part thereof is encumbered.

Section 2.9 Mortgagee. "Mortgagee" means any person, or any successor to the interest of such person named as the mortgagee, trust beneficiary, or creditor under any mortgage, as mortgage is defined in Article II, Section 2.8, under which the interest of any Owner, or successor to the interest of such Owner is encumbered.

Section 2.10 Association. "Association" means The Limelight Condominiums, Inc. an Idaho corporation, not for profit, its successors and assigns, organized as provided herein. The Association may merge with or include other unit owners in The Limelight Condominiums.

Section 2.11 Condominium Map. "Condominium Map" means the Condominium Map for The Limelight Condominiums to be filed for record in the office of the County Recorder of Blaine County, Idaho, consisting of a plat or survey map of the surface of the ground of the Real Property showing a survey and legal description thereof, the location of the building with respect to the boundaries of the Real Property, together with diagrammatic floor plans of the Building, showing the boundaries of each Unit within the Building, including horizontal and vertical locations and dimensions of all boundaries of each Unit, Unit number identifying the Units, together with such other information as may be included thereon in the discretion of the Declarant. The Condominium Map shall be completed only after

the Project has been substantially completed so that all points to be located thereon will reflect the true location of each Unit and the Common Area, as built.

ARTICLE III. Statement of Intention and Purpose.

Declarant hereby declares that the Project and every part thereof is held and shall be held, conveyed, devised, leased, rented, encumbered, used, occupied and improved and otherwise affected in any manner subject to the provisions of this Declaration, each and all of which provisions are hereby declared to be in furtherance of the general plans and scheme of condominium ownership referred to in Article I and are further declared to be for the benefit of the Project and every part thereof and for the benefit of each Owner. All provisions hereof shall be deemed to run with the land as covenants running with the land or as equitable servitudes as the case may be, and shall constitute benefits and burdens to the Declarant and its assigns and to all persons hereafter acquiring or owning any interest in the Project, however such interest may be obtained.

ARTICLE IV. Nature and Incidents of Condominium Ownership.

Section 4.1 Estates of an Owner. The Project is hereby divided into Condominiums, each consisting of a separate interest in a Unit and an undivided interest in common in the Common Area in accordance with the attached Exhibits A & B setting forth the Common Area appurtenant to each Unit. The percentage of ownership interest in the Common Area which is to be allocated to each Unit for purposes of tax assessment under Section 55-1514 of the Idaho Code and for purposes of liability as provided by Section 55-1515 of such Code shall be the same as set forth in Exhibit B. Exhibit B also contains a legal description of each Unit in Building A, consisting of the identifying number of such Unit as shown on the Condominium Map. Such undivided interests in the Common Area are hereby declared to be appurtenant to the respective Units.

Section 4.2 Limited Common Area. "Limited Common Area" shall consist of: balconies, porches, automobile parking structures, and air conditioning equipment. The balcony or balconies and the porch or porches adjoining a Unit and the automobile parking structure identified on the Condominium Map with the same number or other designation by which the Unit is identified on the Condominium Map and the individual air conditioning equipment, as referred to above, shall be used in connection with such Unit to the exclusion of the use thereof by the other owners of Common Area except by invitation.

Section 4.3 Right to Combine Units. Declarant reserves the right to combine physically the area or space of one Unit with the area or space of one or more adjoining Units. Such combination shall not prevent separate ownership of such Condominiums in the future. Declarant reserves the right to designate and convey to any purchaser of such combined Units as additional Limited Common Area any walls, floors, or other structural separations between Units so combined, or any space which would be occupied by such structural separations but for the combination of Units. Such structural separations and such space shall automatically become General Common Area if the combined Units become subject to separate ownership in the future.

Section 4.4 Title. Title to a Condominium may be held or owned by any entity and in any manner in which title to any other real property may be held or owned in the State of Idaho.

Section 4.5 Inseparability. No part of a Condominium or of the legal rights comprising ownership of a Condominium may be separated from any other part thereof during the period of Condominium Ownership prescribed herein, so that each Unit and the undivided interest in the Common Area appurtenant to such Unit shall always be conveyed, devised, encumbered, and otherwise affected only as a complete Condominium. Every gift, devise, bequest, transfer, encumbrance, conveyance or other disposition of a Condominium or any part thereof shall be presumed to be a gift, devise, bequest, transfer, encumbrance, or conveyance, respectively, of the entire Condominium; together with all appurtenant rights created by law or by this Declaration.

Section 4.6 Partition not Permitted. The Common Area shall be owned in common by all the owners of Condominiums, and no owner may bring any action for partition thereof.

Section 4.7 Owner's Right to Common Area. Subject to the limitations contained in this Declaration, each Owner shall have the nonexclusive right to use and enjoy the General Common Area, and shall have the exclusive right to use and enjoy the Limited Common Area designated herein for exclusive use by such Owner.

Section 4.8 Taxes and Assessments. Each Owner shall execute such instruments and take such actions as may reasonably be specified by the Association to obtain separate real property tax assessments of the interest of each Owner in each Condominium. If any taxes or special district or other assessments may, in the opinion of the Association, nevertheless be a lien on the project or any part thereof, the Association shall pay the same and assess the same to the Owner or Owners responsible therefor. Each Owner shall pay the taxes or assessments assessed against his Condominium, or interest therein, or his interest in the Common Area, or any part of any or all of the foregoing. Each Owner shall pay all taxes, rates, impositions and assessments levied against the Project or any part of the Common Area in proportion to his interest in the Common Area, such payment to be made to the Association at least thirty (30) days prior to the delinquency of such tax or assessment. Each such unpaid

tax or assessment shall bear interest at the rate of eight per cent (8%) per annum from from and after the time the same becomes payable by each Owner and shall be secured by the lien created by Section 9.6 hereof.

Section 4.9 Owner's Rights With Respect To Interiors. Each Owner shall have the exclusive right to paint, repaint, tile, wax, paper or otherwise maintain, refinish and decorate the interior surfaces of the walls, ceilings, floors, windows and doors forming the boundaries of the Unit and all walls, ceilings, floors and doors within such boundaries.

Section 4.10 Easements for Encroachments. If any part of the Common Area encroaches or shall hereinafter encroach upon a Unit or Units, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of a Unit encroaches or shall hereafter encroach upon the Common Area, or upon an adjoining Unit or Units, an easement for such encroachment and for the maintenance of the same shall and does exist. Such encroachments shall not be considered to be encumbrances either on the Common Area or the Units. Encroachments caused by settling, rising or shifting of the earth, or by changes in position caused by repair or reconstruction of the Project or any part thereof.

Section 4.11 Easements of Access For Repair, Maintenance and Emergencies. Some of the Common Area is or may be located within the Units or may be conveniently accessible only through the Units. The Owners of other Units shall have the irrevocable right, to be exercised by the Association as their agent, to have access to each Unit and to all Common Area from time to time during such reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Area located therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the Common Area or to another Unit or Units. The Association shall also have such right independent of any agency relationship. Damage to the interior of any part of a Unit or Units resulting from the maintenance, repair, emergency repair or replacement of any of the Common Area or as a result of emergency repairs within another Unit at the instance of the Association or of Owners shall be an expense of all of the Owners; provided, however, that if such damage is the result of negligence of the Owner of a Unit, then such Owner shall be financially responsible for all of such damage. Such damage shall be repaired and the property shall be restored substantially to the same condition as existed prior to the damage. Amounts owing by Owners pursuant hereto shall be collected by the Association by assessment pursuant to Article IX, below.

Section 4.12 Owner's Right to Ingress and Egress and Support. Each Owner shall have the right to ingress and egress over, upon and across the Common Area necessary for access to his Unit and to the Limited Common Area designated for use in connection with his Unit, and shall have the right to the horizontal and lateral support of his Unit, and such rights shall be appurtenant to and pass with the title to each Condominium.

Section 4.13 Association's Right to Use of Common Area.
The Association shall have a nonexclusive easement to make such use of the Common Area as may be necessary or appropriate to perform the duties and functions which it is obligated or permitted to perform pursuant to this Declaration, including the right to construct and maintain in the General Common Area maintenance and storage facilities for use by the Association.

Section 4.14 Declarant's Right Incident to Construction.
Declarant, and persons it shall select, shall have the right to ingress and egress over, upon and across the Common Area, the right to store materials thereon and to make such other use thereof as may be reasonably necessary incident to complete development of the Project.

Section 4.15 Easements Deemed Created. All conveyances of Condominiums hereafter made, whether by the Declarant or otherwise, shall be construed to grant and reserve such reciprocal easements as shall give effect to Sections 4.10, 4.11, 4.12, 4.13, and 4.14 above, even though no specific reference to such easements or to those Sections appears in any such conveyance.

ARTICLE V. Description of a Condominium

Every contract for the sale of a Condominium and every other instrument affecting title to a Condominium may describe that Condominium by the number shown on the Condominium Map with the appropriate reference to the Condominium Map and to this Declaration, as each appears on the records of the County Recorder of Blaine County, Idaho, in the following fashion:

Building A, Condominium Unit # _____,
as shown in the Condominium Map for THE LIMELIGHT
CONDOMINIUMS appearing in the Records
of Blaine County, Idaho, as Instrument No. _____,
and as defined and described in that Condominium
Declaration for THE LIMELIGHT CONDOMINIUMS
recorded in the Records of Blaine County,
Idaho, as Instrument No. _____.

Such description will be construed to describe the Unit, together with the appurtenant undivided interest in the Common Area, and to incorporate all the rights incident to ownership of a Condominium and all the limitations on such ownership as described in this Declaration.

ARTICLE VI. Mechanic's Lien Rights.

No labor performed or services or materials furnished with the consent of or at the request of an Owner or his agent or his contractor or subcontractor shall be the basis for the filing of a lien against the Condominium of any other Owner, or against any part thereof, or against any other property of any other Owner, unless such other Owner has expressly consented to or requested the performance of such labor or furnishing of

such materials or services. Such express consent shall be deemed to have been given by the Owner of any Condominium in the case of emergency repairs thereto. Labor performed or services or materials furnished for the Project, if duly authorized by the Association, shall be deemed to be performed or furnished with the express consent of each Owner. Any Owner may remove his Condominium from a lien against two or more Condominiums or any part thereof by payment to the holder of the lien of the fraction of the total sum secured by such lien which is attributable to his Condominium.

ARTICLE VII. The Association.

Section 7.1 Membership. The Articles of Incorporation and the By-Laws of the Association are attached hereto as Exhibit C and hereby made a part of this Declaration. Every Owner shall be entitled and required to be a member of the Association. If title to a Condominium is held by more than one person, the membership related to that Condominium shall be shared by all such persons in the same proportionate interests and by the same type of tenancy in which the title to the Condominium is held. An Owner shall be entitled to one membership for each Condominium owned by him. No person or entity other than an Owner may be a member of the Association, and the Articles of Incorporation or By-Laws of the Association always shall so state and shall in addition state that the memberships in the Association may not be transferred except in connection with the transfer of a Condominium. Provided, however, that the rights of membership may be assigned to a Mortgagee as further security for a loan secured by a lien on a Condominium.

Section 7.2 Voting Rights. The total number of votes which may be cast by all members of the Association shall be as set forth in the Articles of Incorporation and By-Laws of the Association, attached hereto as Exhibit C, and each Owner shall be entitled to vote the same percentage of the total number of votes of the Association as such Owner's percentage interest in the Common Area as set forth in Exhibit B attached hereto.

Section 7.3 Transfer. Except as otherwise expressly stated herein, any of the rights, interests and obligations of the Association set forth herein or reserved herein may be transferred or assigned to any other person or entity; provided, however, that no such transfer or assignment shall relieve the Association of any of the obligations set forth herein. Any such transfer or assignment shall not revoke or change any of the rights or obligations of any Owners as set forth herein.

Section 7.4 Amplification. The provisions of this Article are amplified by the Articles of Incorporation of the Association and by the By-Laws of the Association; provided, however, that no present or future provision of such Articles of Incorporation or By-Laws shall substantially alter or amend any of the rights or obligations of the Owners set forth herein.

ARTICLE VIII. Certain Rights and Obligations of the Association.

Section 8.1 The Management Body. The Association is hereby designated to be the "Management Body" as provided in Section 55-1503 and 55-1506 of the Idaho Code and shall administer the Project in accordance with the Condominium Property Act of such Code, the Articles of Incorporation and By-Laws of the Association and the provisions of this Declaration.

Section 8.2 The Common Area. The Association, subject to the rights of the Owners set forth in Article IV hereof, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair; however, each Owner of a Condominium Unit shall keep the Limited Common Area designated for use in connection with his Unit in a clean, sanitary and attractive condition, and shall maintain and repair the heating equipment and water heater servicing his Unit exclusively. The Association shall be responsible for the maintenance and repair of exterior surfaces of Buildings and improvements located on the Project, including, with limitation the painting of the same as often as necessary, the replacement of trim and caulking, the maintenance and repair of roofs, the maintenance and repair of other Common Area, including utility lines, areas for access to any automobile parking structures constituting part of the Condominiums and all other improvements or materials located within or used in connection with the Common Area. The Association shall maintain in a proper, first class manner all landscaping and natural vegetation constituting part of the Common Area, including assuring the preservation of good visual continuity between landscaped areas and natural vegetation.

The specification of duties of the Association with respect to particular Common Area shall not be construed to limit its duties with respect to other Common Area, as set forth in the first sentence in this Section. The cost of such maintenance, management and repair by the Association shall be borne as provided in Article IX. The Association shall have the right to grant easements for utility purposes over, upon, across, under or through any portion of the Common Area, and each Owner hereby irrevocably appoints this Association as attorney in fact for such purpose.

Section 8.3 Miscellaneous Services. The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Project, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Project or the enforcement of this Declaration. The Association may arrange with others to furnish electrical, water, sewer, trash collection services, and other common services, to each Unit.

Section 8.4 Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all of the Owners tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be owned by the Owners in the same proportion as their respective interests in the Common Area. Such interest shall not be transferable except with the transfer of a Condominium. A transfer of a Condominium shall transfer to the transferee ownership of the transferor's beneficial interest in such property without any reference thereto. Each Owner may use such property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of other Owners. The transfer of title to a Condominium under foreclosure shall entitle the purchaser to the interest in such personal property associated with the foreclosed Condominium.

Section 8.5 Rules and Regulations. The Association may make reasonable rules and regulations governing the use of the Units and of the Common Area, which rules and regulations shall be consistent with the rights and duties established in this Declaration. Such rules and regulations may include, without limitation, assignment of particular portions of storage areas within the Common Area for exclusive use by Owners of particular Condominiums. The Association may suspend any Owner's voting rights in the Association during any period or periods during which such Owner fails to comply with such rules and regulations, or with any other obligations of such Owner under this Declaration. The Association may also take judicial action against any Owner to enforce compliance with such rules, regulations or other obligations or to obtain damages for non-compliance, all to the extent permitted by law.

Section 8.6 Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, and every other right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

ARTICLE IX. Assessments.

Section 9.1 Agreement to Pay Assessment. Declarant, for each Condominium owned by it within the Project, and for and as the Owner of the Project and every part thereof, hereby covenants, and each Owner of any Condominium by the acceptance of a deed therefor, whether or not it be so expressed in the deed, shall be deemed to covenant and agree with each other and with the Association to pay to the Association annual assessment made by the Association for the purposes provided in this Declaration, and special assessments for capital improvements and other matters as provided in this Declaration. Such assessments shall be fixed, established and collected from time to time in the manner provided in this Article.

Section 9.2 Amount of Total Annual Assessments. The total annual assessments against all Condominiums shall be based upon advance estimates of cash requirements by the Association to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Common Area or furnishing electrical, water, sewer, and trash collection services, and other common services, to each Unit, which estimates may include, among other things, expenses of management; taxes and special assessments, until the Condominiums are separately assessed as provided herein; premiums for all insurance which the Association is required or permitted to maintain pursuant hereto; landscaping and care of grounds; common lighting and heating; water charges; trash collection; sewer service charges; repairs and maintenance; wages for Association employees; legal and accounting fees; any deficit remaining from a previous period; the creation of a reasonable contingency reserve, surplus and/or sinking fund; and any other expenses and liabilities which may be incurred by the Association for the benefit of the Owners under or by reason of this Declaration.

Section 9.3 Apportionment of Annual Assessments. Expenses attributable to the Common Area and to the Project as a whole shall be apportioned among all Owners in proportion to the interest in the Common Area owned by each.

Section 9.4 Notice of Annual Assessments and Time for Payment Thereof. Annual assessments shall be made on January 1 through December 31 calendar year basis. The Association shall give written notice to each Owner as to the amount of the annual assessment with respect to his Condominium on or before December 1 for each year for the fiscal year commencing on such date. Such assessments shall be due and payable on or before December 20 each year. Provided, however, that the first annual assessment shall be for the balance of the fiscal year remaining after the date fixed by the Association as the date of commencement of the Project. Such assessment shall be due and payable within thirty days after written notice of the amount thereof shall have been given to the respective Owner of a Condominium. Each annual assessment shall bear interest at the rate of eight per cent (8%) per annum from the date it becomes due and payable if not paid within thirty days after said date. Failure of the Association to give timely notice of any assessments as provided herein shall not affect the liability of the Owner of any Condominium for such assessment, but the date when payment shall become due in such a case shall be deferred to a date thirty days after such notice shall have been given.

Section 9.5 Special Assessments for Capital Improvements. In addition to the annual assessments authorized by this Article, the Association may levy in any assessment year a special assessment, payable over such a period as the Association may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the Project or any part thereof, or for any other expense incurred or to be incurred as provided in this Declaration. This section shall not be construed as an independent source of authority for the Association to incur expenses, but shall be construed to prescribe the manner of assessing for expenses authorized by other Sections hereof which shall make specific reference to this Article. Any amounts assessed pursuant hereto shall be assessed to Owners in proportion to the interest in the

Common Area owned by each. Notice in writing of the amount of such special assessments and the time for payment thereof shall be given promptly to the Owners, and no payment shall be due less than thirty days after such notice shall have been given. A special assessment shall bear interest at the rate of eight per cent (8%) per annum from the date it becomes due and payable if not paid within 30 days after such date.

Section 9.6 Lien for Assessments. All sums assessed to any Condominium pursuant to THIS ARTICLE, together with interest thereon as provided herein, shall be secured by a lien on such Condominium in favor of the Association upon recordation of a notice of assessment as herein provided. Such lien shall be superior to all other liens and encumbrances on such Condominium, except only for: (a) valid tax and special assessment liens on the Condominium in favor of any governmental assessing authority; (b) a lien for all sums unpaid on a first Mortgage, or on any Mortgage to Declarant, duly recorded in Blaine County, Idaho real estate records, including all unpaid obligatory advances to be made pursuant to such Mortgage and all amounts advanced pursuant to such Mortgage and secured by the lien thereof in accordance with the terms of such instrument; and (c) labor or materialmen's liens, to the extent required by law. All other lienors acquiring liens on any Condominium after this Declaration shall have been recorded in said records shall be deemed to consent that such liens shall be inferior liens to future liens for assessments as provided herein, whether or not such consent be specifically set forth in the instruments creating such liens.

To create a lien for sums assessed pursuant to this Article, the Association may prepare a written notice of assessment setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the record owner of the Condominium and a description of the Condominium. Such a notice shall be signed by the Association and may be recorded in the office of the County Recorder of Blaine County, Idaho. No notice of assessment shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by sale to be conducted in the manner permitted by law in Idaho for the exercise of power of sale in deeds of trust or in any other manner permitted by law. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding, the costs and expenses of filing the notice of assessment and all reasonable attorney's fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Condominium which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the same as the Owner thereof.

A further notice stating the satisfaction and release of any such lien shall be executed by the Association and recorded in the Blaine County, Idaho real estate records, upon payment of all sums secured by a lien which has been made the subject of a recorded notice of assessment.

Any encumbrancer holding a lien on a Condominium may pay, but shall not be required to pay, any amounts secured by the lien created by this Section, and upon such payment such encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including priority.

The Association shall report to any encumbrancer of a Condominium any unpaid assessment remaining unpaid for longer than ninety days after the same shall have become due; provided however, that such encumbrancer first shall have furnished to the Association written notice of such encumbrance.

Unless sooner satisfied and released or the enforcement thereof initiated as provided earlier in this Section, any lien created pursuant to this Section shall expire and be of no further force or effect one year from the date of recordation of said notice of assessment; provided, however, that said one year period may be extended by the Association for not to exceed one additional year by written extension signed by the Association and recorded in the office of the County Recorder of Blaine County, Idaho, prior to expiration of said first one-year period.

Section 9.7 Personal Obligation of Owner. The amount of any annual or special assessment against any Condominium shall be the personal obligation of the Owner thereof to the Association. Suit to recover a money judgment for such personal obligation shall be maintainable by the Association without foreclosing or waiving the lien securing the same. No Owner may avoid or diminish such personal obligation by waiver of the use and enjoyment of any of the Common Area or by abandonment of his Condominium.

Section 9.8 Statement of Account. Upon payment of a reasonable fee not to exceed \$15 and upon written request of any Owner or any Mortgagee, prospective Mortgagee or prospective purchaser of a Condominium, the Association shall issue a written statement setting forth the amount of the unpaid assessments, if any, with respect to such Condominium, the amount of the current yearly assessment and the date that such assessment becomes or became due, credit for advanced payment or prepaid items, including, but not limited to, an Owner's share of prepaid insurance premiums, which statement shall be conclusive upon the Association in favor of persons who rely thereon in good faith. Unless such request for a statement of account shall be complied with within twenty days, all unpaid assessments which became due prior to the date of making such request shall be subordinate to the lien of the Mortgage which acquired its interest subsequent to requesting such statement. Where a prospective purchaser makes such request, both the lien for such unpaid assessments and the personal obligation of the purchaser shall be released automatically if the statement is not furnished within the twenty-day period provided herein and thereafter an additional written request is made by such purchaser and is not complied with within ten days, and the purchaser subsequently acquires the Condominium.

Section 9.9 Personal Liability of Purchaser for Assessments. Subject to the provisions of Section 9.8, a purchaser of a Condominium shall be jointly and severally liable with the seller for all unpaid assessments against the Condominium up to the time of the grant or conveyance, without prejudice to the purchaser's right to recover from the seller the amount paid by the purchaser for such assessments.

ARTICLE X. Use of Condominiums.

Section 10.1 Residential. Each Condominium shall be used for residential purposes only, and no trade or business of any kind may be carried on therein. Lease or rental of a Condominium for lodging or residential purposes shall not be considered to be a violation of this covenant.

Section 10.2 Use of Common Area. There shall be no obstruction of the Common Area, nor shall anything be stored on any part of the Common Area without the prior written consent of the Association. Nothing shall be altered on, constructed in, or removed from, the Common Area except upon the prior written consent of the Association.

Section 10.3 Prohibition of Damage and Certain Activities. Nothing shall be done or kept in any Unit or in the Common Area or any part thereof which would result in the cancellation of the insurance on the Project or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association. Nothing shall be done or kept in any Unit or in the Common Area or any part thereof which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Area or any part thereof shall be committed by any Owner or any invitee of any Owner, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by him or his invitees; provided, however, that any invitee of the Declarant shall not under any circumstances be deemed to be an invitee of any other Owner. No noxious, destructive or offensive activity shall be carried on in any Unit or in the Common Area or any part thereof, nor shall anything be done therein which may be or may become an annoyance or nuisance to any other Owner or to any person at any time lawfully residing in the Project.

Section 10.4 Animals. The Association may by rules or regulations prohibit or limit the raising, breeding, or keeping of animals, livestock, or poultry in any Unit or on the Common Area or any part thereof.

Section 10.5 Rules and Regulations. No Owner shall violate the rules and regulations for the use of the Units and of the Common Area as adopted from time to time by the Association.

Section 10.6 Maintenance of Interiors. Each Owner shall keep the interior of his Unit, including, without limitation, interior walls, windows, glass, ceilings, floors and permanent fixtures and appurtenances thereto, in a clean, sanitary and attractive condition, and good state of repair and shall keep the Limited Common Area designated for use in connection with his Unit in clean, sanitary and attractive condition, and shall keep the heating equipment and water heater serving his Unit in a good state of maintenance and repair.

Section 10.7 Structural Alterations. No structural alterations to any Unit shall be made, and no plumbing, electrical or similar work within the Common Area shall be done, by any Owner without the prior written consent of the Association, except that an Owner may do such work as may be appropriate to maintain and repair Limited Common Area appurtenant to such Owner's Unit.

ARTICLE XI. Insurance.

Section 11.1 Types of Insurance. The Association shall obtain and keep in full force and effect at all times the following insurance coverage provided by companies duly authorized to do business in Idaho. The provisions of this Article shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage, in addition to any insurance coverage required hereunder, in such amounts and in such forms as the Association may deem appropriate from time to time.

(a) Casualty Insurance. The Association shall obtain insurance on the Project in such amounts as shall provide for full replacement thereof in the event of damage or destruction from the casualty against which such insurance is obtained, all in the manner in which a corporation owning similar multiple family residential buildings, in the vicinity of the Project would, in the exercise of prudent business judgment, obtain such insurance. Such insurance shall include fire and extended coverage, vandalism and malicious mischief, war risk insurance if available and if deemed appropriate by the Association, and such other risks and hazards against which the Association shall deem it appropriate to provide insurance protection. The Association may comply with the above requirements by the purchase of blanket coverage and may elect such "deductible" provisions as in the Association's opinion are consistent with good business practice.

(b) Public Liability and Property Damage Insurance. The Association shall purchase broad form comprehensive liability coverage in such amounts and in such forms as it deems advisable to provide adequate protection. Coverage shall include, without limitation, liability for personal injuries, operation of automobiles on behalf of the Association, and activities in connection with the ownership, operation, maintenance and other use of the Project.

(c) Workmen's Compensation and Employer's Liability Insurance. The Association shall purchase workmen's compensation and employer's liability insurance and all other similar insurance in respect of employees of the Association in the amounts and in the forms now or hereafter required by law.

(d) Fidelity Insurance. The Association shall purchase, in such amounts and in such forms as it shall deem appropriate, coverage against dishonesty of employees, destruction or disappearance of money or securities, and forgery.

(e) Other. The Association may obtain insurance against such other risks, of a similar or dissimilar nature, as it shall deem appropriate with respect to the Project, including any personal property of the Association located thereon.

Section 11.2 Optional Insurance. The Association may obtain the following types of insurance coverage, but is not required to do so.

(a) Personal Property Casualty Insurance. The Association may in its discretion obtain insurance on the personal property and furnishings initially placed in the Units of Owners by Declarant upon completion of construction of the Project in such amounts as shall provide for the full replacement thereof in the event of damage or destruction from casualties against which such insurance is obtained.

(b) Casualty and Public Liability Insurance. The Association may in its discretion obtain casualty and public liability insurance coverage, in amounts it may select, with respect to an Owner's activities within each individual Unit and for activities of the Owner, not acting by the Association, with respect to the Common Area.

Section 11.3 Form. Casualty insurance shall be carried in a form or forms naming the Association the insured as trustee for the Owners, which policy or policies shall specify the interest of each Condominium Owner (Owner's name, Unit number, the appurtenant undivided interest in the Common Area) and which policy or policies shall provide a standard loss payable clause providing for payment of insurance proceeds to the Association as trustee for the Owners and for the respective first Mortgagees which from time to time shall give notice to the Association of such first Mortgages, such proceeds to be used in accordance with this Declaration. Each policy shall also provide that it cannot be cancelled by either the insured or the insurance company until after ten days' prior written notice is first given to each Owner and to each first Mortgagee. The Association shall furnish to each Owner and to Declarant a true copy of such policy together with a certificate identifying the

Interest of the Owner. All policies of insurance shall provide that the insurance thereunder shall be invalidated or suspended only in respect to the interest of any particular Owner guilty of breach of warranty, act, omission, negligence or noncompliance with any provision of such policy, including payments of the insurance premium applicable to that Owner's interest, or who permits or fails to prevent the happening of any event, whether occurring before or after a loss, which under the provisions of such policy would otherwise invalidate or suspend the entire policy. All policies of insurance shall provide further that the insurance under any such policy as to the interest of all other insurance Owners not guilty of any such act or omission, shall not be invalidated or suspended and shall remain in full force and effect.

Public liability and property damage insurance shall name the Association the insured, as trustee for the Owners, and shall protect each Owner against liability for acts of the Association in connection with the ownership, operation, maintenance or other use of the Project.

Section 11.4 Owner's Responsibility. Insurance coverage on the furnishings initially placed in the Unit by Declarant, unless the Association pursuant to Section 11.2 hereof elects to arrange for such casualty insurance, and casualty and public liability insurance coverage within each individual Unit and for activities of the Owner, not acting by the Association, with respect to the Common Area, unless the Association pursuant to Section 11.2 hereof elects to arrange for such casualty insurance, and regardless of the Association election, insurance coverage against loss from theft on all personal property and insurance coverage of items of personal property placed in the Unit by Owner, shall be the responsibility of the respective Owners.

Section 11.5 Insurance Proceeds. The Association shall receive the proceeds of any casualty insurance payments received under policies obtained and maintained pursuant to this Article. The Association shall apportion the proceeds to the portions of the Project which have been damaged and shall determine the amount of the proceeds attributable to damage to the Common Area. To the extent that reconstruction is required herein, the proceeds shall be used for such purpose. To the extent that reconstruction is not required herein and there is a determination that the Project shall not be rebuilt, the proceeds shall be distributed in the same manner herein provided in the event of sale of obsolete Units, as set forth in Section 13.4. Each Owner and each Mortgagee shall be bound by the apportionments of damage and of the insurance proceeds made by the Association pursuant hereto.

Section 11.6 Owner's Own Insurance. Notwithstanding the provisions of Section 11.1 and 11.2 hereof, each Owner may obtain insurance at his own expense providing coverage upon his Condominium, his personal property, for his personal liability, and covering such other risks as he may deem appropriate, but each such policy shall provide that it does not diminish the insurance carrier's coverage for liability arising under insurance policies which the Association obtains pursuant to this Article.

All such insurance of the Owner's Condominium shall waive the insurance company's right of subrogation against the Association, the other Owners, and the servants, agents and guests of any of them, if such insurance can be obtained in the normal practice without additional premium charge for the waiver of rights of subrogation.

ARTICLE XII. Casualty Damage or Destruction.

Section 12.1 Affects Title. Title to each Condominium is hereby made subject to the terms and conditions hereof, which bind the Declarant and all subsequent Owners, whether or not it be so expressed in the deed by which any Owner acquires his Condominium.

Section 12.2 Association as Agent. All of the Owners irrevocably constitute and appoint the Association their true and lawful attorney in fact in their name, place and stead for the purpose of dealing with the Project upon its damage or destruction as hereinafter provided. Acceptance by any grantee of a deed from the Declarant or from any Owner shall constitute such appointment.

Section 12.3 General Authority of Association. As attorney in fact, the Association shall have full and complete authorization, right and power to make, execute and deliver any contract, deed, or other instrument with respect to the interest of a Condominium Owner which may be necessary or appropriate to exercise the powers herein granted. Repair and reconstruction of the improvements as used in the succeeding subparagraphs mean restoring the Project to substantially the same condition in which it existed prior to damage, with each Unit and the Common Area having substantially the same vertical and horizontal boundaries as before. The proceeds of any insurance collected shall be available to the Association for the purpose of repair or reconstruction unless the Owners and all first Mortgagees unanimously agree not to rebuild in accordance with the provisions set forth hereinafter.

In the event any Mortgagee should not agree not to rebuild, the Association shall have the option to purchase such Mortgage by payment in full of the amount secured thereby if the Owners are in unanimous agreement not to rebuild. The Association shall obtain the funds for such purpose by special assessments under Article IX of this Declaration.

Section 12.4 Estimate of Costs. As soon as practicable after an event causing damage to, or destruction of, any part of the Project, the Association shall obtain estimates that it deems reliable and complete of the costs of repair or reconstruction of that part of the Project damaged or destroyed.

Section 12.5 Repair or Reconstruction. As soon as practicable after receiving these estimates the Association shall diligently pursue to completion the repair or reconstruction of that part of the Project damaged or destroyed. The Association

may take all necessary or appropriate action to effect repair or reconstruction, as attorney in fact for the Owners, and no consent or other action by any Owner shall be necessary in connection therewith. Such repair or reconstruction shall be in accordance with the original plans and specifications of the Project or may be in accordance with any other plans and specifications the Association may approve, provided that in such latter event the number of cubic feet and the number of square feet of any Unit may not vary by more than 5% from the number of cubic feet and the number of square feet for such Unit as originally constructed pursuant to such original plans and specifications, and the location of the Buildings shall be substantially the same as prior to damage or destruction.

Section 12.6 Funds for Reconstruction. The proceeds of any insurance collected shall be available to the Association for the purpose of repair or reconstruction. If the proceeds of the insurance are insufficient to pay the estimated or actual cost of such repair or reconstruction, the Association, pursuant to Article IX hereof, may levy in advance a special assessment sufficient to provide funds to pay such estimated or actual costs of repair or reconstruction. Such assessment shall be allocated and collected as provided in that Article. Further levies may be made in like manner if the amounts collected prove insufficient to complete the repair or reconstruction.

Section 12.7 Disbursement of Funds for Repair or Reconstruction. The insurance proceeds held by the Association and the amounts received from the assessments provided for in Section 12.6 constitute a fund for the payment of cost of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for cost of repair or reconstruction shall be made from insurance proceeds; if there is a balance after payment of all costs of such repair or reconstruction such balance shall be distributed to the Owners in proportion to the contributions by each Owner pursuant to the assessments by the Association under Section 12.6 of this Declaration.

Section 12.8 Decision Not To Rebuild. If all Owners and all holders of first Mortgages on Condominiums agree not to rebuild, as provided herein, the Project shall be sold and the proceeds distributed in the same manner herein provided in the event of sale of obsolete Units, as set forth in Section 13.4.

ARTICLE XIII. Obsolescence.

Section 13.1 Adoption of a Plan. The record Owners, as reflected on the real estate records of Blaine County, Idaho, representing an aggregate record ownership interest of 85% or more of the Units may agree that the Project is obsolete and adopt a written plan for the renewal and reconstruction, which plan has the unanimous approval of all first Mortgagees of record at the time of the adoption of such plan. Written notice of adoption of such a plan shall be given to all Owners. Such plan shall be recorded in Blaine County, Idaho real estate records.

Section 13.2 Payment for Renewal and Reconstruction.
The expense of renewal or reconstruction shall be payable by all of the Owners as assessments against their respective Condominiums. These assessments shall be levied in advance pursuant to Article IX hereof and shall be allocated and collected as provided in that Article. Further levies may be made in like manner if the amounts collected prove insufficient to complete the renewal and reconstruction.

Section 13.3 Dissents From The Plan. An Owner not a party to such a plan for renewal or reconstruction may give written notice of dissent to the Association within fifteen days after the recordation of such plan. The Association shall then give written advice of such dissents to all the Owners within five days after the expiration of such fifteen-day period. Within fifteen days of receipt of such notice from the Association, the record Owners, representing an aggregate record ownership of more than 15% of the Units may cancel the plan by written instrument recorded in Blaine County, Idaho, real estate records. If the plan is not cancelled, then the Condominium of each dissenter shall be purchased according to the following procedures. If the Owner and the Association can agree on the fair market value thereof, then such sale and conveyance shall be completed within sixty days thereafter. If the parties are unable to agree, the date when either party notifies the other that he or it is unable to agree with the other shall be the "commencing date" from which all periods of time mentioned herein shall be measured. Within ten days following the commencing date, each party shall nominate a qualified appraiser by written nomination and shall give notice of such nomination to the other. If either party fails to make such nomination, the appraiser nominated shall, within five days after default by the other party, appoint and associate with him another qualified appraiser. If the two appraisers designated by the parties, or selected pursuant hereto in the event of default of one party, are unable to agree, they shall appoint another qualified appraiser to be umpire between them, if they can agree on such person. If they are unable to agree upon such umpire, then each appraiser previously appointed shall nominate two qualified appraisers, and from the names of the four persons so nominated one shall be drawn by lot by judge of any court of record in Idaho, and the person whose name is so drawn shall be the umpire. The nominations from among which the name of the umpire is to be drawn by lot shall be submitted within ten days of the failure of the two appraisers to agree, which, in any event, shall not be later than twenty days following the appointment of the second appraiser. The decision of the appraisers as to the fair market value, or in the case of their disagreement, the decision of such umpire shall be final and binding. The expenses and fees of such appraisers shall be borne equally by the Association and the Owner. The sale shall be consummated within sixty days after decision of the appraisers, and the Association as attorney in fact shall disburse the proceeds in the same manner provided in Section 13.4 of this Declaration. The obligation of the Association to make such purchase shall be conditioned on the fair market value of the Condominium exceeding the obligations secured by liens on such Condominium, and upon the marketability of the title of the Owner. Owner shall furnish the Association an appropriate abstract of title or commitment for title insurance evidencing marketability of his title not less than fifteen days prior to the date set for completion of the sale.

The Association, pursuant to Article IX hereof, may levy a special assessment sufficient to provide funds to pay for the Condominiums of the dissenters, provided that such assessments shall not apply to any of the Owners who are among the dissenters and shall not be liens against the Condominiums of such Owners.

Section 13.4 Sale of Obsolete Units. The Owners representing an aggregate ownership interest of 25% or more of the Units may agree that the Condominiums are obsolete and that the Project should be sold. Such an agreement must have the unanimous approval of every first Mortgagee of record at the time such agreement is made. In such instance the Association shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice by the Association the Project shall be sold by the Association as attorney in fact for all of the Owners free and clear of the provisions contained in this Declaration, the Condominium Map and the By-Laws. The sale proceeds shall be apportioned among the Owners in proportion to the respective amounts originally paid to Declarant for the purchase of the Condominium exclusive of the amounts paid for personal property, and such apportioned proceeds shall be paid into separate accounts, each such account representing one Condominium. Each such account shall remain in the name of the Association, and shall be further identified by the Condominium designation and the name of the Owner. From each separate account the Association, as attorney in fact, shall use and disburse the total amount of such accounts without contribution from one account to the other, first to mortgagees and other lienors in the order of priority of their mortgages and other liens and the balance remaining to each respective Owner.

Section 13.5 Distribution of Excess. In the event amounts collected pursuant to Section 13.2 are in excess of the amounts required for renewal and reconstruction, the excess shall be returned to the Owners by the Association by a distribution to each Owner in the amount proportionate to the respective amount collected from each such Owner.

ARTICLE XIV. Condemnation.

Section 14.1 Consequences of Condemnation. If at any time or times during the continuance of the condominium ownership pursuant to this Declaration, all or any part of the Project shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof, the following provisions shall apply.

Section 14.2 Proceeds. All compensation, damages, or other proceeds therefrom the sum of which is hereinafter called the "Condemnation Award", shall be payable to the Association.

Section 14.3 Complete Taking. In the event that the entire Project is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership pursuant hereto shall terminate. The Condemnation

Award shall be apportioned among the Owners in proportion to the respective amounts originally paid to Declarant for the purchase of the Condominium exclusive of the amounts paid for personal property, provided that if a standard different from the value of the Project as a whole is employed to measure the Condemnation Award in the negotiation, judicial decree, or otherwise, then in determining such shares the same standard shall be employed to the extent it is relevant and applicable.

On the basis of the principle set forth in the last preceding paragraph, the Association shall as soon as practicable determine the share of the Condemnation Award to which each Owner is entitled. Such shares shall be paid into separate accounts and disbursed as soon as practicable in the same manner provided in Section 13.4 of this Declaration.

Section 14.4 Partial Taking. In the event that less than the entire Project is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership hereunder shall not terminate. Each Owner shall be entitled to a share of the Condemnation Award to be determined in the following manner: As soon as practicable the Association shall, reasonably and in good faith, allocate the Condemnation Award between compensation, damages, or other proceeds, and shall apportion the amounts so allocated among the Owners as follows: (a) the total amount allocated to taking of or injury to the Common Area shall be apportioned equally among Owners, (b) the total amount allocated to severance damages shall be apportioned to those Condominiums which were not taken or condemned, (c) the respective amounts allocated to the taking of or injury to a particular Unit and/or improvements an Owner has made within his own Unit shall be apportioned to the particular Unit involved, and (d) the total amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Association determines to be equitable in the circumstances. If an allocation of the Condemnation Award is already established in negotiation, judicial decree, or otherwise, then in allocating the Condemnation Award the Association shall employ such allocation to the extent it is relevant and applicable. Distribution of apportioned proceeds shall be made in the same manner provided in Section 13.4 of this Declaration.

Section 14.5 Reorganization. In the event a partial taking results in the taking of a complete Unit, the Owner thereof automatically shall cease to be a member of the Association. Thereafter the Association shall reallocate the Ownership, voting rights, and assessments ratio determined in accordance with this Declaration according to the same principles employed in this Declaration at its inception and shall submit such reallocation to the Owners of remaining Units for amendment of this Declaration as provided in Article XV hereof.

Section 14.6 Reconstruction and Repair. Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in Article XII, above.

ARTICLE XV, Revocation or Amendment to Declaration.

This Declaration shall not be revoked nor shall any of the provisions herein be amended unless the Owners representing an aggregate ownership interest of 25% or more of the Condominiums as reflected on the real estate records of Blaine County, Idaho, and all holders of any recorded Mortgage covering or affecting any or all of the Condominiums, whose interests as Mortgagees appear in such records, consent and agree to such revocation or amendment by instruments duly recorded. Any such revocation or amendment shall be binding upon every Owner and every Condominium whether the burdens thereon are increased or decreased by any such amendment and whether or not the Owner of each and every Condominium consents thereto.

ARTICLE XVI. Period of Condominium Ownership.

The condominium ownership created by this Declaration and the Condominium Map shall continue until this Declaration is revoked in the manner provided in Article XV of this Declaration or until terminated in the manner provided in Articles XIII (Obsolescence) or XIV (Condemnation) of this Declaration.

ARTICLE XVII. Miscellaneous.

Section 17.1 Compliance with Provisions of Declaration and By-Laws of the Association. Each Owner shall comply with the provisions of this Declaration, the Articles of Incorporation and the By-Laws of the Association, and the decisions and resolutions of the Association adopted pursuant thereto as the same may be lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due and for damages or injunctive relief or both, maintainable by the Association on behalf of the Owners, or, in a proper case, by an aggrieved Owner.

Section 17.2 Registration of Mailing Address. Each Owner shall register his mailing address with the Association and all notices or demands intended to be served upon any Owner shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the Owner at such registered mailing address. All notices or demands intended to be served upon the Association shall be given by registered or certified mail, postage prepaid, to the address of the Association as designated in the By-Laws of the Association. All notices or demands to be served on Mortgagees pursuant hereto shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the Mortgagee at such address as the Mortgagee may have furnished to the Association in writing. Unless the Mortgagee furnishes the Association with such address, the Mortgagee shall be entitled to receive none of the notices provided for in this Declaration. Any notice referred to in this Section shall be deemed given when deposited in the United States mail in the form provided for in this Section.

Section 17.3 Transfer of Declarant's Rights. Any right or any interest reserved hereby to the Declarant may be transferred or assigned by the Declarant either separately or with one or more of such rights or interests, to any person or entity.


Section 17.4 Owner's Obligations Continue. All obligations of the Owner under and by virtue of the provisions contained in this Declaration shall continue, notwithstanding that he may have leased or rented said interest as provided herein, but the Owner of a Condominium shall have no obligation for expenses or other obligations accruing after he conveys such Condominium.

Section 17.5 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.

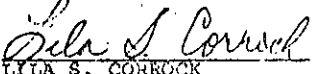
Section 17.6 Severability. If any of the provisions of this Declaration or any clause, paragraph, sentence, phrase or word or the application thereof in any circumstances be invalidated, such invalidity shall not affect the validity of the remainder of the Declaration, and the application of any such provision, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

Section 17.7 Statute. The provisions of this Declaration shall be in addition and supplemental to the Condominium Property Act of the State of Idaho and to all other provisions of law.

THIS DECLARATION IS EXECUTED on the 7 day of December, 1972.



JACK C. CORROCK



LYLA S. CORROCK

STATE OF IDAHO)
) ss.
County of Blaine)

On this 7 day of December, 1972, before me the undersigned Notary Public in and for said State, personally appeared JACK C. CORROCK and LILA S. CORROCK husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

Jean M. Spurgin
NOTARY PUBLIC for Idaho
Residing at: Hailey
Commission expires: 3/2/72

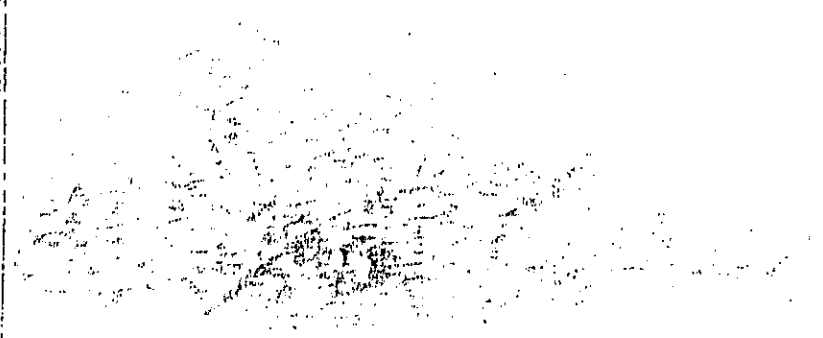


EXHIBIT A.

Legal Description:

A parcel of land within Sec. 11, T4N, R17E, B.M., Ketchum, Blaine County, Idaho and more particularly described as follows: Commencing at the E1/4 Cor. of said Sec. 11;

Thence S 28°35'14"W, 1282.06 feet to the true point of beginning.

Thence S 11°43'44"E, 121.46 feet;

Thence S 65°24'22"W, 262.53 feet;

Thence 50.12 feet along a curve to the left with a central angle of 24°28'34", a radius of 117.32 feet and a tangent of 25.45 feet;

Thence 79.30 feet along a curve to the right with a central angle of 63°44'02", a radius of 71.29 feet and a tangent of 44.32 feet;

Thence N 75°20'10"W, 62.50 feet;

Thence 21.72 feet along a curve to the right with a central angle of 82°00'05", a radius of 15.18 feet and a tangent of 13.20 feet;

Thence N 6°39'55"E, 12.00 feet;

Thence 188.73 feet along a curve to the left with a central angle of 94°41'02", a radius of 114.21 feet and a tangent of 123.93 feet;

Thence 52.11 feet along a curve to the left with a central angle of 10°52'29", a radius of 274.56 feet and a tangent of 26.13 feet;

Thence N 7°06'02"E, 60.92 feet;

Thence N 84°39'47"E, 552.33 feet to the true point of beginning, and said parcel containing 2.33 acres.

EXHIBIT B

PERCENTAGE OF UNIT OWNERSHIP IN
THE LIMELIGHT CONDOMINIUMS

<u>Unit numbers</u>	<u>Sq. Ft. area per Unit</u>	<u>Percent of total area per Unit</u>
101, 201, 108, 208	765.41	4.384%
102, 202, 109, 209	533.56	3.056%
103, 203, 110, 210	533.56	3.056%
104, 204, 111, 211	771.87	4.421%
105, 205, 112, 212	533.56	3.056%
106, 206, 113, 213	765.41	4.384%
107, 207	922.13	5.286%

KNEELAND AND LAUGHS
 ATTORNEYS AT LAW
 P. O. BOX 259
 KETCHUM, IDAHO 83340

EXHIBIT C

BY-LAWS

OF

THE LIMELIGHT CONDOMINIUMS, INC.

ARTICLE I
Offices

The principal office of the Association shall be in the City of Ketchum, County of Blaine, State of Idaho. The Association may have such other offices, either within or without the State of Idaho, as the Board of Directors may determine, or the affairs of the Association may require from time to time.

ARTICLE II

Board of Directors

1. GENERAL POWERS: The property, business and affairs of the Association shall be controlled and managed by the Board of Directors.

2. NUMBER: The Board of Directors shall consist of three (3) members. The Board of Directors may be increased by amendment of these By-Laws, provided, however, that the number of directors shall not be increased to more than nine(9), and provided, further, that a reduction in the number of directors by amendment of these By-Laws shall not have the effect of reducing the term of an incumbent director.

3. QUALIFICATIONS: ELECTION: TERM: Directors need not be members of the Association and shall be elected by the members at their annual meeting. At each election for directors, each member entitled to vote shall have the right to cast for any one or more nominees for director a number of votes equal to the number of votes which attach to his membership pursuant to the Articles of Incorporation, multiplied by the number of directors to be elected. Directors shall serve the term of one (1) year and until their successors are duly elected and qualified.

4. REMOVAL: RESIGNATION: Any director may be removed with or without cause by a vote of two-thirds (2/3) of the total number of votes entitled to be cast by the members of the Association at a meeting called for that purpose. Any Director may resign by submitting a written notice to the Board of Directors stating the effective date of his resignation, and acceptance of the resignation shall not be necessary to make it effective.

5. VACANCIES: Any vacancy occurring on the Board of Directors whether by removal, resignation, death, or otherwise shall be filled by majority of the remaining directors though less than a quorum of the board. A director elected to fill a vacancy on the Board of Directors shall hold office until the next annual election of directors and until his successor is duly elected and qualified.

6. MEETING: There shall be a regular annual meeting of the Board of Directors immediately following the annual meeting of the members of the Association, and the Board may establish regular meetings to be held at such other places and at such other times as it may determine from time to time. After the establishment of a time and place for such regular meeting, no further notice thereof need be given. Special meetings of the Board may be called by the President or upon written request delivered to the Secretary by any two directors.

7. NOTICES: WAIVER: Five (5) days notice of special meetings shall be given to each director by the Secretary/Treasurer. Such notice may be given orally, in person, or in writing served on or mailed or telegraphed to each director. Written waiver of notice signed by, or attendance at a meeting of the Board of Directors by a director shall constitute a waiver of notice of such meeting, except where attendance is for the expressed purpose of objecting to the failure to receive such notice or to defects in said notice.

8. QUORUM: VOTE REQUIRED: ADJOURNMENT: At any meeting of the Board of Directors a majority of the qualified directors shall constitute a quorum. If a quorum is present, the action of a majority of the directors present and voting shall be the act of the Board of Directors. If a quorum is not present, the majority of directors present may adjourn the meeting from time to time without further notice other than announcement at the meeting.

9. ACTION OF DIRECTORS WITHOUT A MEETING. Any action required to be taken or any other action which may be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all the directors entitled to vote in respect to the subject matter thereof.

ARTICLE III

Officers

1. GENERAL: The officers of the Association shall be a President, one or more Vice-Presidents, and a Secretary/Treasurer, all of whom shall be elected by the Board of Directors to serve at the pleasure of the Board.

2. PRESIDENT: The President shall be the principal executive officer of the Association and subject to the control of the Board of Directors, shall direct, supervise, coordinate, and have general control over the affairs of the Association and shall have the powers generally attributable to the chief executive officer of an Association. The President shall be a director and shall preside at all meetings of the members of the Association.

3. VICE-PRESIDENT: A Vice-President shall act in place of the President in case of his death, absence, inability, or failure to act and shall perform such other duties and have such authority as from time to time delegated to him by the Board of Directors or by the President. The Vice-President shall be a director, however, if the Board of Directors elects more than one Vice-President, only one so elected need be a director.

4. SECRETARY/TREASURER: The Secretary/Treasurer shall be the custodian of the records and the seal of the Association and shall affix the seal to all documents requiring the same and shall see that all notices are duly given in accordance with the provisions of these By-Laws as required by law, and that the books, reports and other documents and records of the Association are properly kept and filed. The Secretary/Treasurer shall have charge and custody of, and be responsible for all sorts of securities of the Association. He shall deposit all such funds in the name of and to the credit of the Association in such banks and depositories as shall be designated by the Board of Directors. He shall keep books of account and records of his transactions and of the financial condition of the Association and shall submit such reports thereof as the Board of Directors may from time to time require, and in general shall perform all of the duties incident to the office of Secretary/Treasurer and such other duties as may from time to time be assigned to him by the Board of Directors or the President. The Board may appoint one or more assistant secretary/treasurers who may act in the place of the Secretary/Treasurer in case of his death, absence, inability or failure to act.

5. COMPENSATION: Officers, agents and employees shall receive such reasonable compensation for their services as may be authorized by the Board of Directors. Appointment of any officer, agent, or employee shall not in and of itself create contractual rights of compensation for services performed by such officer, agent or employee.

6. DELEGATING OF POWERS: In case of absence of any officer of the Association or for any other reason that may seem sufficient to the Board of Directors, the Board may delegate his duties and powers for the time being to any other officer or any director.

ARTICLE IV

Rights, Duties and Obligations of the Members of the Association

1. MEMBERSHIP: Every owner of a condominium unit shall be a member of the Association and no person or entity other than an owner of a condominium unit may be a member of the Association. If title to a condominium unit is held by more than one person, the membership related to that condominium shall be shared by all such persons in the same proportionate interest and by the same type of tenancy in which the title to the condominium unit is held. Memberships in the Association shall not be transferred except in connection with the transfer of a condominium unit. Provided, however, that the rights of membership may be assigned as further security for a loan secured by a lien on a condominium unit.

2. TRANSFER OF MEMBERSHIP: Transfer of membership in the Association shall occur upon the transfer of a title to the condominium unit to which the membership pertains; however, the Association shall be entitled to maintain the person, persons or entity in whose name or names the membership is recorded on the books and records of the Association until such time as evidence of the transfer of title satisfactory to the Association has been submitted to the Secretary/Treasurer. A transfer of membership shall not release the transferor from liability or obligation accrued and incidental to such membership prior to such transfer.

In the event of dispute as to ownership of a condominium unit and to the membership appurtenant thereto, title to the condominium unit as shown on the public records of the County of Blaine, State of Idaho, shall be determinative.

3. VOTING RIGHTS: The voting rights of each member owner will not necessarily be equal to the voting rights of other members. The voting rights of a member of the Association shall be determined by and be the same as the owner member's percentage interest in the "common area" of the Association as this term is defined in Section 55-1503 of the Idaho Code and calculated in accordance with Section 55-1505 (c) of the Idaho Code. The Condominium Declaration sets forth the percentage interest of each member in the "common area" which interest depends upon the number and type of condominium units.

Voting by proxy shall be permitted; however, proxies must be filed with the Secretary/Treasurer twenty-four (24) hours before the appointed time of each meeting.

4. ANNUAL MEETINGS: An annual meeting of the members for the purpose of electing directors and transactions of such other matters as may properly come before the meeting shall be held at three o'clock p.m., on the first Saturday in February of each year in a convenient location in the County of Blaine, State of Idaho. All business which may be lawfully transacted in any such meeting may be transacted without any further or special notice.

5. SPECIAL MEETING: Special meetings of the members may be called any time by the Board of Directors or by written request of one-fifth (1/5) of the voting power of all the members and shall be held at a convenient location in the County of Blaine, State of Idaho. The Secretary/Treasurer shall forthwith give notice of such meeting at such time as the Secretary/Treasurer may fix, not less than ten (10) nor more than thirty-five (35) days after the receipt of said request, and if the Secretary/Treasurer shall neglect or refuse to issue such call, the Board of Directors or members making request may do so.

6. NOTICE: WAIVER: Notice of annual and special meetings of the members must be given in writing and must state the date, hour, place of the meeting, and generally describe the nature of the business to be transacted. Such notice shall be delivered personally to, or deposited in the mail, postage prepaid, addressed at the last known address as shown on the books of the Association, to the owners or any one of the co-owners of each membership as shown on the books of the Association and shall be delivered or deposited in the mail at least ten (10) days prior to the date of the meeting.

In the event that a special meeting is called by the members as aforesaid, they shall notify the Secretary/Treasurer in writing of the time, place and purpose of the meeting in sufficient time to permit the Secretary/Treasurer to give notice to all members in accordance with these By-Laws.

Written waiver of notice signed by or attendance at a meeting by the owners or any one of the co-owners of a membership shall constitute a waiver of notice of such meeting, except where attendance is for the express purpose of objecting to the failure to receive such notice or to defects in the notice.

7. QUORUM: VOTE REQUIRED: ADJOURNMENT: A majority of the membership entitled to vote represented in person or by proxy shall constitute a quorum at any meeting of the members. If a quorum is present, the action of a majority of the membership present and voting shall be the act of the members. If a quorum is not represented at a meeting, a majority of the membership present in person or by proxy may adjourn the meeting from time to time without notice other than announcement at the meeting.

8. CERTIFICATES HELD: Membership certificates held in estates or trust may be voted by the administrator, executor, guardian, trustee, conservator or receiver thereof without such membership or title to the condominium unit being transferred to said person.

9. CONDUCT OF THE MEETING: The meeting will be conducted by the officers in order of their priority. The order of business shall be a call of the roll, a reading of the notice and proof of the call, report of officers, report of committees unfinished business, new business, election of directors, and miscellaneous business.

ARTICLE V

Incorporation by Reference to Condominium Declaration

1. ARTICLES OF CONDOMINIUM DECLARATION INCORPORATED: Pursuant to Article X of the Articles of Incorporation of this Association, the Condominium Declaration for THE LIMELIGHT CONDOMINIUM is hereby incorporated by reference and made a part of these By-Laws as if set out in full herein; including but not limited to articles entitled "Nature and Incident of Condominium Ownership" (Article IV), "The Association" (Article VII), "Use of Condominiums" (Article X), "Certain Rights and Obligations of the Association" (Article VIII), and "Assessments" (Article IX). The said Declaration is annexed and appended hereto as Exhibit "A".

ARTICLE VI

Contracts, Conveyances, Checks and Miscellaneous

1. CONTRACTS: The Board of Directors may authorize any officer of the Association to enter into any contract or execute any instrument in the name of the Association except as otherwise specifically required by the Articles of Incorporation, or by the Condominium Declaration for The Limelight Condominiums.

2. CONVEYANCES AND ENCUMBRANCES: Association property may be conveyed or encumbered by authority of the Board of Directors by resolution of the Board of Directors. Conveyances or encumbrances shall be executed by instrument by the President or a Vice-President and by the Secretary/Treasurer of the Association.

3. CHECKS: All checks, drafts, notes and orders for the payment of money shall be signed by such persons as the Board of Directors may authorize.

4. FISCAL YEAR: The fiscal year or business year of the Association shall begin on the first day of October and end on the last day of September following.

5. RECORDS: The Association shall maintain accurate and correct books, records, and accounts of its business and properties, and they shall be kept at such places as is from time to time fixed and designated by the Board of Directors.

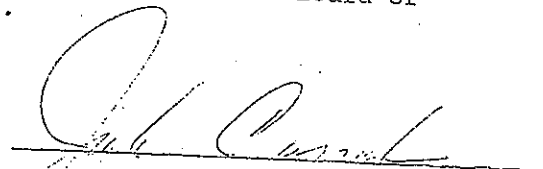
6. SEAL: The Board of Directors may adopt an Association seal of such design as may be appropriate.

ARTICLE VII

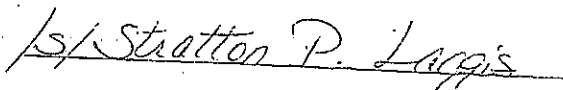
Amendments

1. BY-LAWS: These By-Laws may be amended, altered or repealed from time to time by a two-thirds (2/3) vote of the membership of the Association which also holds two-thirds (2/3) of the voting power of the Association in accordance with the provisions of Article VII of the Articles of Incorporation at any annual or special meeting provided that the notice of such meeting states that such amendment, alteration, or repeal is to be considered.

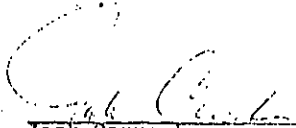
APPROVED AND ADOPTED this _____ day of _____ 1972, by the undersigned members of the Initial Board of Directors of this Association.



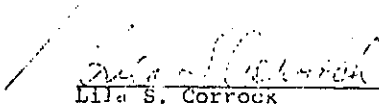




APPROVED AND ADOPTED THIS _____ day of _____
1972, by the undersigned, they being the incorporators of The
Limelight Condominiums, Inc.



Jack Corrock



Lila S. Corrock

Stratton P. Laggis

G. R. Kneeland

Jennifer Nevins

ARTICLES OF INCORPORATION

OF

THE LIMELIGHT CONDOMINIUMS, INC.

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, each being a natural person of full age and a citizen of the United States of America, have voluntarily and do hereby associate ourselves together for the purpose of forming a corporation under the laws of the State of Idaho, Idaho Code, Title 30, Chapter 1, Section 117A. We do hereby certify, declare and adopt the following Articles of Incorporation.

ARTICLE I

The name of the corporation is:

THE LIMELIGHT CONDOMINIUMS, INC.

ARTICLE II

The period of existence and the duration of the life of this corporation shall be perpetual.

ARTICLE III

This corporation shall be a non-profit membership corporation.

ARTICLE IV

The location and post office address of the registered office of this corporation shall be: P. O. Box 32, Ketchum, Idaho 83340.

ARTICLE V

This corporation is formed to be a Management Body as permitted by the provisions of the Idaho Condominium Property Act, Idaho Code Title 55, Chapter 15 and its powers are and shall be consistent with the provisions of this Act.

*file
back
copy*

SHEELAR AND LAGG'S
ATTORNEYS AT LAW
P. O. BOX 259
LEICHTEN, IDAHO 83340

(A) The nature of the business and the object and purpose of this corporation shall be as follows:

(a) This corporation (hereinafter referred to as the Association) shall be the "Management Body" as defined in Section 55-1503, Idaho Code, and as provided for in the terms and conditions of that certain Condominium Declaration for The Limelight Condominiums (hereinafter referred to as the "Declaration") to be executed by Jack and Lila Corrock which delegates and authorizes this Association to exercise certain functions as the Management Body. The Declaration shall be recorded in the Office of the County Recorder of Blaine County, State of Idaho, together with a certified copy of these Articles of Incorporation appended thereto.

(b) The Management Body shall have the power to have, exercise, and enforce all rights and privileges, and to assume, incur, perform, carry out and discharge all duties, obligations and responsibilities of a Management Body as provided for in the Idaho Condominium Property Act and in the Declaration, as such Declaration is originally executed or, if amended, as amended. The Management Body shall have the power to adopt and enforce rules and regulations covering the use of the condominium project or any area or units thereof, to levy and collect the annual and special assessments and charges against the condominiums and the members thereof and in general to assume and perform all the functions to be assumed and performed by the Management Body as provided for in the Declaration. It shall have the power to transfer, assign or delegate such duties, obligations or responsibilities to other persons or entities as permitted or provided for in the Idaho Condominium Property Act, the Declaration, or in an agreement executed by the Association with respect thereto. The Management Body shall actively foster, promote, and advance the interest of owners of condominium units within the condominium project.

(B) In addition to the foregoing, where not inconsistent with either the Idaho Condominium Property Act (Chapter 15, Title 55, Idaho Code) or Title 30, Idaho Code, the corporation shall have the following powers:

(a) The authority set forth in Title 30 of the Idaho Code relating to the organization and conduct of general business corporations.

(b) To buy, sell, acquire, hold or mortgage, or enter into security agreements, pledge, lease, assign, transfer, trade and deal in and with all kinds of personal property, goods, wares and merchandise of every kind, nature and description.

(c) To buy, sell, lease, let, mortgage, exchange or otherwise acquire or dispose of lands, lots, houses, buildings and real property, hereditaments and appurtenances of all kinds and wheresoever situated, and of any interest and rights therein, to the same extent as natural persons might or could do, and without limit as to amount.

(d) To borrow money, to draw, make, accept, enforce, transfer and execute promissory notes, debentures and other evidences of indebtedness, and for the purpose of securing any of its obligations or contracts, to convey, transfer, assign, deliver, mortgage and/or pledge all or any part of the property or assets, real or personal, at any time owned or held by this corporation.

(e) To have one or more offices to carry on all or any part of its operations and business, and to do all and everything necessary, suitable, convenient or proper for the accomplishment of any of the purposes, or the attainment of any one or more of the objects herein named, or which shall at any time appear conducive or expedient for the protection or benefit of the Association, and which now or hereafter may be authorized by law, and this to the same extent and as fully as natural persons might or could do, as principals, agents, contractors,

trustees or otherwise, and either alone or in connection with any firm, person, association or corporation.

(f) The foregoing clauses are to be construed both as objects and power's. As hereby expressly provided, an enumeration herein of the objects, powers and purposes shall not be held to restrict in any manner the general powers of the corporation. The corporation shall have the power to do all acts that are necessary and convenient to obtain the objects and purposes herein set forth to the same extent and as fully as any natural person could or might do, within the framework of the Idaho Condominium Property Act, these Articles of Incorporation, and the general corporation laws of the State of Idaho.

ARTICLE VII

MEMBERSHIP CERTIFICATES, VOTING POWER, AND DETERMINATION OF PROPERTY RIGHTS AND INTERESTS

Section 1: Each member shall be entitled to receive a certificate of membership, which certificate shall state the number of votes he is entitled to cast as a member of the Association.

Section 2: There shall be one membership in the corporation for each condominium in The Limelight Condominiums as established in the Declaration. The members of the corporation must be and remain owners of condominiums within the project set forth in the Declaration to be recorded in Blaine County, State of Idaho, and the Association shall include all owners of condominiums within the project. If title to a condominium is held by more than one person, the membership relating to that condominium shall be shared by all such persons in the same proportionate interest and the same type of tenancy in which the title to the condominium is held.

Section 3: No person or entity other than an owner may be a member of the Association. A member shall not assign or transfer his membership certificate except in connection with

the transfer or sale of a condominium. Every person or entity who is an owner of any condominium unit included in any condominium project for which the Association has been or may be designated as a Management Body shall be required to be a member of the Association and remain a member so long as such person or entity shall retain the ownership of a condominium unit. Membership in the Association is declared to be appurtenant to the title of the condominium unit upon which such membership is based and automatically shall pass with the sale or transfer of the title of the unit. Members shall not have pre-emptive rights to purchase other memberships in the Association or other condominium units in the project.

Section 4: The voting rights of a member of the Association shall be determined by the owner member's percentage interest in the "common area" of the condominium project described in the Declaration, as the term "common area" is defined in Section 55-1503 of the Idaho Code; therefore, the voting rights of each member owner will not in all cases be equal. The Declaration, or an exhibit attached thereto, shall set forth the percentage interest of each member in the "common area" which interest depends upon the number and type of condominium units.

ARTICLE VIII

Each member shall be liable for the payment of assessments provided for in the Declaration and for the payment and discharge of the liabilities of the corporation as provided for in the Declaration, the Idaho Condominium Property Act (Title, Chapter 15) and as set forth in the By-Laws of the Corporation.

ARTICLE IX

The By-Laws of this corporation may be altered, amended, or new By-Laws adopted by any regular or any special meeting of the corporation called for that purpose by the affirmative vote of two-thirds (2/3) of the members present at such meeting.

ARTICLE X

For the purpose of specifying in detail the rights, responsibilities, duties and obligations of the Board of Directors, the officers, employees and agents of the corporation and the members thereof including the liability of the members for the payment of assessments, the By-Laws may incorporate by reference the provisions of the Declaration recorded in Blaine County, State of Idaho, provided that a true and correct copy of such Declaration is attached to and made a part of the By-Laws of the corporation.

ARTICLE XI

The business and affairs of the Association shall be managed and controlled by a Board of Directors. The original Board of Directors shall be three; however, the By-Laws of the Association may provide for an increase or decrease in their number, provided that the number of directors shall not be greater than nine or less than three.

ARTICLE XII

The names and post office addresses of the incorporators are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Jack C. Corrock	Ketchum, Idaho
Lila S. Corrock	Ketchum, Idaho
George R. Kneeland	Ketchum, Idaho
Stratton P. Laggis	Ketchum, Idaho
<u>Jennifer Nevins</u>	<u>Ketchum, Idaho</u>

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 8th day of May, 1972.

Jack C. Corrock
Jack C. Corrock

Lila S. Corrock
Lila S. Corrock

George R. Kneeland
George R. Kneeland

Stratton P. Laggis
Stratton P. Laggis

Jennifer Nevins
Jennifer Nevins

STATE OF IDAHO)
County of Blaine) ss.

On this 8th day of May, 1972, before me, the undersigned Notary Public in and for said State, personally appeared JACK C. CORROCK, LILA S. CORROCK, GEORGE R. KNEELAND, STRATTON P. LAGGIS, and JENNIFER NEVINS, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

John M. [Signature]
NOTARY PUBLIC FOR IDAHO

Residing at: Hailey, Idaho

My Commission expires: 3/2/74

WILLIAM AND LUCAS
ATTORNEYS AT LAW
P. O. BOX 517
BOISE, IDAHO 83720

No. 147040

*Condominium Declaration
for
The Sunlight Condominium*

STATE OF ILLINOIS
COUNTY OF []
I HEREBY CERTIFY THAT THIS RESTRICTION
AND WAS RECORDED BY MY
OFFICE AT THE REQUEST OF
Lawrence L. Blum
AT 9:05 O'CLOCK A.M.
Dec 19 A.D. 1972
RECORDED BY [] ON PAGE
7
Marie []
OF [] COUNTY
FILE # *44-00*

ENTERED ENTERED ON MARGIN
FILMED INDEXED IN PARTY
COMPARED INDEXED 2nd PARTY

AMENDMENT TO
CONDOMINIUM DECLARATION
LIMELIGHT CONDOMINIUMS

Exhibit B of the Condominium Declaration for LIMELIGHT CONDOMINIUMS, recorded December 19, 1972, as Instrument #147040 with the Blaine County Recorder, is hereby amended by substitution of Amended Exhibit B., Percentage of Ownership in the LIMELIGHT CONDOMINIUMS. Said Amended Exhibit B is appended hereto and made a part hereof.

PURSUANT TO ARTICLE XV of said Declaration:

A. Consents by the owners representing an aggregate ownership interest of eightyfive percent (85%) or more of the condominiums, as reflected on the real estate records of Blaine County, Idaho, and all holders of any recorded mortgage covering or affecting any or all of the condominiums, whose interest as mortgagees, appear in such records, are appended hereto and made a part hereof.

B. The Amendment shall be binding upon every owner and every condominium, whether the burdens thereon are increased or decreased, by any such Amendment, and whether or not the owner of each and every condominium consents thereto pursuant to Article XV of said Declaration.

WITNESSETH THAT I, the undersigned, Clerk of the Blaine County Recorder, have this day recorded the foregoing instrument in the Blaine County Recorder's Office, Blaine County, Idaho, at _____ o'clock _____ of the month of _____, 1975.
Saggin J. Karl
Blaine County Recorder
Blaine, Idaho
Oct. 29, 1975
Hazel Barber
Blaine County Recorder

No: 162597

AMENDED EXHIBIT B
 PERCENTAGE OF UNIT OWNERSHIP IN THE
 LIMELIGHT CONDOMINIUMS

<u>Unit Numbers</u>	<u>Sq. Ft. Area Per Unit</u>	<u>Percent of Total Area Per Foot</u>
Building A 101	765.41	3.144
201	765.41	3.144
108	765.41	3.144
208	765.41	3.144
102	533.56	2.192
202	533.56	2.192
109	533.56	2.192
209	533.56	2.192
103	533.56	2.192
203	533.56	2.192
110	533.56	2.192
210	533.56	2.192
104	771.87	3.171
204	771.87	3.171
111	771.87	3.171
211	771.87	3.171
105	533.56	2.192
205	533.56	2.192
112	533.56	2.192
212	533.56	2.192
106	765.41	3.144
206	765.41	3.144
113	765.41	3.144
213	765.41	3.144
207	922.13	3.790
Building B 114	765.41	3.144
115	533.56	2.192
116	771.87	3.171
117	533.56	2.192
118	533.56	2.192
119	765.41	3.144
214	765.41	3.144
215	533.56	2.192
216	771.87	3.171
217	533.56	2.192
218	533.56	2.192
219	765.41	3.144
		100.000

CONSENT TO PROPOSED AMENDMENT

TO

CONDOMINIUM DECLARATION

The Condominium Declaration for the LIMELIGHT CONDOMINIUMS, Building A, containing 26 units, was recorded December 24, 1972, with the Blaine County Recorder.

Building B, to contain 12 units, of the LIMELIGHT CONDOMINIUMS is scheduled for construction the summer of 1974.

The completion of Building B will conclude the construction of units of the project, in conformance with the LIMELIGHT CONDOMINIUM plat recorded December 24, 1972 with the Blaine County Recorder.

Since all unit owners in both buildings will have access to the common areas, and use of the amenities, and in the interest of uniformity of administration and affairs of the LIMELIGHT CONDOMINIUMS Buildings A and B;

IT IS PROPOSED that the existing Condominium Declaration recorded December 24, 1972, be amended to include Building B and that the percentages of ownership in the common areas as set forth in Exhibit B to the Condominium Declaration be modified to include the additional units in Building B and that the percentages of ownership in the common area be adjusted accordingly.

The undersigned, owners of units in the LIMELIGHT CONDOMINIUMS, Building A, consent to the above proposed amendment.

UNIT NUMBER

OWNER

102

C. Monroe White, Margaret H.

STATE OF Idaho)
County of Benewick ss.

On this 29th day of ~~March~~ July, 1915, before me, a Notary Public in and for said State, personally appeared the foregoing persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

C. Monroe White
 NOTARY PUBLIC
 Residing at Idaho Falls, Idaho
 Commission expires January 1916

UNIT NUMBER

OWNER

103

James P. Stratton
Margaret E. Stratton

STATE OF Washington) ss.
County of Pierce)

On this ^{April} 5th day of ~~March~~, 1974, before me, a Notary Public in and for said State, personally appeared the foregoing two persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same. (James P. Stratton and Margaret E. Stratton)

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



James P. Stratton
NOTARY PUBLIC

Residing at Tacoma

Commission expires 9-30-75

104

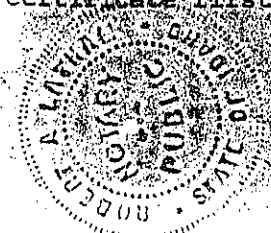
[Signature]

[Signature]

STATE OF *Idaho*)
County of *Twin Falls* ss.

On this *31* day of March, 1974, before me, a Notary Public in and for said State, personally appeared the foregoing persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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



Robert A. Latham
NOTARY PUBLIC
Residing at *Twin Falls*
Commission expires *4-4-76*

UNIT NUMBER

OWNER

105

Nicki Steinberg

PROVINCE OF QUEBEC)
DISTRICT OF MONTREAL) ss.

On this 30th day of April, 1974, before me, a Notary Public in and for said Province personally appeared the foregoing Nicki Steinberg, whose name is subscribed to the within statement, and acknowledged to me that she executed the same.

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

NOTARY PUBLIC

Residing at

Commission expires

[Signature]

 District of Montreal

 Province of Quebec, Can.

 FOR LIFE.

UNIT NUMBER

OWNER

#106

Donald R. Hunt

STATE OF Washington
County of King, ss.

On this 10th day of ^{APRIL} ~~March~~, 1974, before me, a Notary Public in and for said State, personally appeared the foregoing single persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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



[Signature]
NOTARY PUBLIC

Residing at Seattle

Commission expires 9/1/76

108

Sumner Buller

STATE OF Idaho)
County of Minidoka) ss.

On this 5th day of April, 1974, before me, a
Notary Public in and for said State, personally appeared
the foregoing _____ persons whose names are subscribed
to the within instrument, and acknowledged to me that
they executed the same.

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

[Signature]

NOTARY PUBLIC

Residing at Boise, Id.

Commission expires 15th May '75

UNIT NUMBER

OWNER

109

Paul C. Paul

110

Lila S. Corroch

112

Paul C. Paul

210

Lila S. Corroch

Paul C. Paul

Lila S. Corroch

Paul C. Paul

Lila S. Corroch

STATE OF Utah)
County of Blaine) ss.

On this 29 day of March, 1974, before me, a Notary Public in and for said State, personally appeared the foregoing persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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



Paul C. Paul
NOTARY PUBLIC

Residing at Ketchikan, Alaska

Commission expires 1/15/77

111

[Signature]

STATE OF WASH)
County of KING) ss.

On this 29th day of March, 1974, before me, a Notary Public in and for said State, personally appeared the foregoing _____ persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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



[Signature]
NOTARY PUBLIC

Residing at SEATTLE

Commission expires 3-26-78

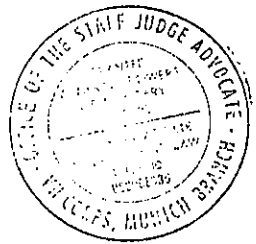
112

Robert M. Russo

STATE OF _____) WITH THE UNITED STATES ARMED FORCES)
County of _____) IN EUROPE, APC N.Y. 09184) ss
September, 1975

On this 19th day of ~~March~~ ~~1974~~, before me, a Notary Public in and for said State, personally appeared the foregoing persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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



Matthew J. Coco
NOTARY PUBLIC

Residing at Munich, Germany

Commission expires Indef.

Matthew J. Coco
CPT, JAGO
Assistant SJA

Munich Branch, Office of
the Staff Judge Advocate
1st AVF Bde
7th AVF Bde

UNIT NUMBER

OWNER

113

Kath J. Clank

Kath J. Clank

STATE OF *Haw*)
County of *Blaine*) ss.

On this *27* day of *October*, 19*75* before me, a Notary Public in and for said State, personally appeared the foregoing persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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



Jeanne Hopkins
NOTARY PUBLIC

Residing at *Ketchikan*

UNIT NUMBER

OWNER

201

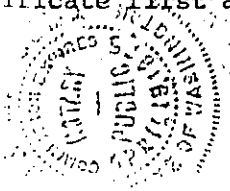
Robert H. Barton

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

STATE OF WASH.)
County of King) ss.

On this 27th day of March, 1975 before me, a Notary Public in and for said State, personally appeared the foregoing persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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



Robert H. Barton
NOTARY PUBLIC

Residing at Seattle

Commission expires 4-19-75

DEED NUMBER

OWNER

202

Eustace J. [Signature]
A circular notary seal for Eustace J. [Signature] is stamped over the signature. The seal contains the text "NOTARY PUBLIC" and "RHODE ISLAND" around the perimeter.

STATE OF
County of Kingston) ss.

Rhode Island August

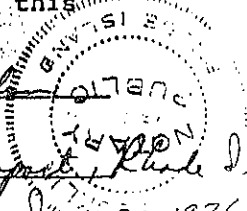
On this 6 day of March, 1974, before me, a Notary Public in and for said State, personally appeared the foregoing persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

Eustace J. [Signature]
NOTARY PUBLIC

Residing at Kingston, Rhode I.

Commission expires June 30, 1976



UNIT NUMBER

202

OWNER

Eustace Young

STATE OF Yash)
County of King) ss.

On this 1st day of April, 1975, before me, a Notary Public in and for said State, personally appeared the foregoing persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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



James B. ...
NOTARY PUBLIC

Residing at *...*

Commission expires *4/1/75*

UNIT NUMBER

OWNER

203

Susan B Lindholm

STATE OF Idaho,
County of Blaine ss.

On this 11th day of March, 1974, before me, a Notary Public in and for said State, personally appeared the foregoing persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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



Bernice A. Stewart
NOTARY PUBLIC

Residing at Helix, Idaho

Commission expires 1-1-77

205th

Jayne L. Vork

205

Jackie E. Vork

STATE OF IDAHO)
County of BLAINE) ss.

On this 22 day of AUGUST, 1974, before me, a Notary Public in and for said State, personally appeared the foregoing ~~These~~ persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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



Jayne L. Vork
NOTARY PUBLIC

Residing at KETCHUM IDAHO

Commission expires 6/14/76

206

Karen Sommergren

STATE OF Idaho)
County of Blaine) SS.
County of Blaine) SS.

April
April

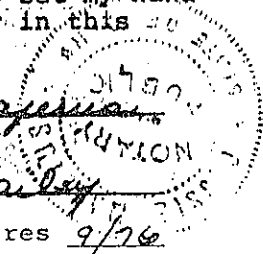
On this 4th day of ~~March~~ April, 1974, before me, a Notary Public in and for said State, personally appeared Karen the foregoing persons whose names ~~are~~ subscribed to the within instrument, and acknowledged to me that she ~~they~~ executed the same.

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

Cassie Majors
NOTARY PUBLIC

Residing at Harley

Commission expires 9/76



UNIT NUMBER

OWNER

207

Greening J. McToll

STATE OF WA)
County of KING) ss.

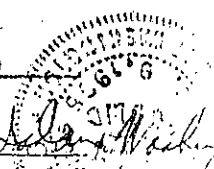
On this ~~11th~~ ^{APRIL} day of ~~March~~, 1974, before me, a Notary Public in and for said State, personally appeared the foregoing persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

David V. Davis
NOTARY PUBLIC

Residing at Merced, Calif.

Commission expires 2/10/75



UNIT NUMBER

OWNER

208

Jack R. McClary

208

Carl M. McClary

STATE OF IDAHO)
County of Minidoka ss.

On this 3rd day of March, 1974, before me, a Notary Public in and for said State, personally appeared the foregoing persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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



[Signature]
NOTARY PUBLIC
Residing at [Address]
Commission expires 8-1-76

UNIT NUMBER

OWNER

209

Thomas Mallane

STATE OF Idaho
County of Blaine, ss.

On this 2nd day of April, 1974, before me, a Notary Public in and for said State, personally appeared Thomas Mallane the foregoing persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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



Thomas A. Glover
NOTARY PUBLIC

Residing at Ketchikan
Commission expires 3/2/76

210

Stewart Case Malton, Jr.

[Signature]

STATE OF IDAHO)
County of BLAINE) ss.

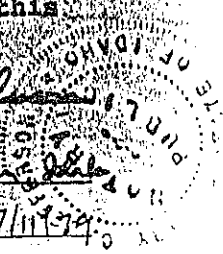
On this 30th day of October, 1975, before me, a Notary Public in and for said State, personally appeared the foregoing 2 persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

[Signature]
NOTARY PUBLIC

Residing at Ketchikan, Alaska

Commission expires 7/11/79



UNIT NUMBER

OWNER

211

Deane H. Merrill

STATE OF WASH)
County of KING) ss.

On this 29th day of March, 1974, before me, a Notary Public in and for said State, personally appeared the foregoing persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

Thomas W. King
NOTARY PUBLIC
Residing at BELLEVUE, WASH.
Commission expires 10/22/1975

J12

Gianna Zilly

[Lined area for text, currently blank]

STATE OF MINNESOTA)
County of CARLTON) ss.

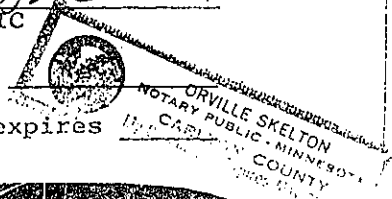
On this ^{Sept} 15 day of ~~March~~, 1975, before me, a Notary Public in and for said State, personally appeared the foregoing persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

Orville Skelton
NOTARY PUBLIC

Residing at

Commission expires



UNIT NUMBER

OWNER

213

D. Thompson

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
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_____	_____
_____	_____

STATE OF Blaine, ss.
County of

On this 21 day of March, 1974, before me, a Notary Public in and for said State, personally appeared the foregoing persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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



Jack R. Stunkny
NOTARY PUBLIC

Residing at Ketchum

Commission expires Aug 15, 1976

AGREEMENT

THE UNDERSIGNED, holder of a recorded Deed of Trust on Limelight Condominium Units 101, 102, 103, 104, 106, 111, 112, 113, 114, 115, 116, 117, 118, 119, 201, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, Building A, appearing in the records of Blaine County, State of Idaho, as Instrument #147040 recorded December 19, 1972, consents and agrees to amend Exhibit B of the Limelight Condominium Declaration by substituting therefor Amended Exhibit B, which is appended hereto.

DATED this 22nd day of August, 1975.

FIRST FEDERAL SAVINGS & LOAN
ASSOCIATION OF TWIN FALLS,



PAUL MOSELEY

STATE OF IDAHO)
) ss.
County of Twin Falls)

On this 22nd day of August, 1975, before me, a Notary Public in and for said State, personally appeared PAUL MOSELEY, the person whose name is subscribed to the within instrument, on behalf of the corporation that executed said instrument, and acknowledged to me that he/she executed the same.

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





NOTARY PUBLIC for Idaho

Residing at Twin Falls, Idaho

Commission expires 8-15-76

AGREEMENT

THE UNDERSIGNED, holder of a recorded Deed of Trust on Limelight Condominium Unit 109, Building A, appearing in the records of Blaine County, State of Idaho, as Instrument #147040 recorded December 19, 1972, consents and agrees to amend Exhibit B of the Limelight Condominium Declaration by substituting therefor Amended Exhibit B, which is appended hereto.

DATED this day of August, 1975.

Marvin J. Aslett
MARVIN J. ASLETT

STATE OF IDAHO)
) ss.
County of)

On this 28 day of August, 1975, before me, a Notary Public in and for said State, personally appeared MARVIN J. ASLETT the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.

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

Gary L. Aslett
NOTARY PUBLIC for Idaho
Residing at Boise, Id.
Commission expires June



AGREEMENT

THE UNDERSIGNED, holder of a recorded Deed of Trust on Limelight Condominium Unit 110, Building A, appearing in the records of Blaine County, State of Idaho, as Instrument #147040 recorded December 19, 1972, consents and agrees to amend Exhibit B of the Limelight Condominium Declaration by substituting therefor Amended Exhibit B, which is appended hereto.

DATED this 22 day of August, 1975.

Gladys T. Keel
GLADYS T. KEEL

STATE OF IDAHO)
County of Bodine) ss.

On this 25th day of August, 1975, before me, a Notary Public in and for said State, personally appeared GLADYS T. KEEL the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.

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



P. R. Nicholson
NOTARY PUBLIC for Idaho
Residing at Hagerman, Ida
Commission expires 7-15-77

AGREEMENT

THE UNDERSIGNED, holder of a recorded Deed of Trust on Limelight Condominium Unit 205, Building A, appearing in the records of Blaine County, State of Idaho, as Instrument #147040 recorded December 19, 1972, consents and agrees to amend Exhibit B of the Limelight Condominium Declaration by substituting therefor Amended Exhibit B, which is appended hereto.

DATED this ^{9th} day of ~~August~~ ^{Sept}, 1975.

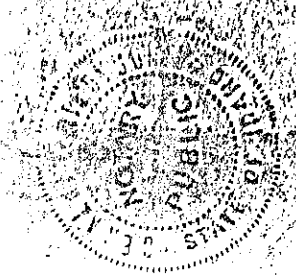
Janice York
JANICE YORK

STATE OF IDAHO
County of Blaine ss.

On this ^{9th} day of ~~August~~ ^{Sept}, 1975, before me, a Notary Public in and for said State, personally appeared JANICE YORK the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.

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

J. Lawrence P. Depen
Notary Public for Idaho
Residing at Spencer
Commission expires 5-1-77



AGREEMENT

THE UNDERSIGNED, holder of a recorded Deed of Trust on Limelight Condominium Unit 213, Building A, appearing in the records of Blaine County, State of Idaho, as Instrument #147040 recorded December 19, 1972, consents and agrees to amend Exhibit B of the Limelight Condominium Declaration by substituting therefore Amended Exhibit B, which is appended hereto.

DATED this 11th day of September, 1975.

BANK OF IDAHO

[Handwritten signature]

STATE OF IDAHO

County of *Blaine*, ss.

On this 11th day of September, 1975, before me, a Notary Public in and for said State, personally appeared *DWAYNE P. BATE*, the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.

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

[Handwritten signature]



AMENDMENT TO AMENDED EXHIBIT B

PERCENTAGE OF UNIT OWNERSHIP IN THE LIMELIGHT CONDOMINIUMS

Due to the fact that the "Sq. Ft. Area Per Unit" has 4 units with transposed sq. ft. area, the Limelight Homeowners Association, P.O. Box 1312, Ketchum, Idaho, 83340, wishes to amend the Amended Exhibit B. The Amended Exhibit B, under Building B, has #116 and #216 with 771.87 Sq. Ft. Area each and 3.171 Percent of Total Area Per Foot each. This is incorrect. The Amended Exhibit B, under Building B, also has #117 and #217 with 533.56 Sq. Ft. Area each and 2.192 Percent of Total Area Per Foot each. This is also incorrect.

The Limelight Homeowners Association wishes to amend the Amended Exhibit B to correct to:

Building B	UNIT NUMBERS	SQ. FT. AREA PER UNIT	PERCENT OF TOTAL AREA PER FOOT
	116	533.56	2.192
	117	771.87	3.171
	216	533.56	2.192
	217	771.87	3.171

The Limelight Homeowners Association wishes to record that #107 is common area (managers unit) and is not included in these percentages.

Alice J. Corrigan
Alice J. Corrigan, Mgr.
 6/3/92

appeared before me
Wicki L. Duck
Notary Public for ID
Residing at Hwly
Commission 2-27-98

PLAINE CO. REQUEST
 Limelight Homeowners Assn.
 1992 JUN -3 A 10:38
 DEED \$ 3.00
 CLERK
 # 147040
 341405
 Amend p 15



CLTA GUARANTEE

ISSUED BY
STEWART TITLE GUARANTY COMPANY
A CORPORATION, HEREIN CALLED THE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, AND SUBJECT TO THE FURTHER EXCLUSION AND LIMITATION THAT NO GUARANTEE IS GIVEN NOR LIABILITY ASSUMED WITH RESPECT TO THE IDENTITY OF ANY PARTY NAMED OR REFERRED TO IN SCHEDULE A OR WITH RESPECT TO THE VALIDITY, LEGAL EFFECT OR PRIORITY OF ANY MATTER SHOWN THEREIN.

GUARANTEES

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

Dated: January 2, 2024

Signed under seal for the Company, but this endorsement is to be valid only when it bears an authorized countersignature.

Countersigned by:

Authorized Countersignature



Frederick H. Eppinger
President and CEO

David Hisey
Secretary

TitleOne
Company Name

271 1st Ave North
PO Box 2365
Ketchum, ID 83340
City, State

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the company for further information as to the availability and cost.

GUARANTEE CONDITIONS AND STIPULATIONS

1. **Definition of Terms** - The following terms when used in the Guarantee mean:
 - (a) "the Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
 - (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
 - (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
 - (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
 - (e) "date": the effective date.
2. **Exclusions from Coverage of this Guarantee** - The Company assumes no liability for loss or damage by reason of the following:
 - (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
 - (b) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water; whether or not the matters excluded by (1), (2) or (3) are shown by the public records.
 - (c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
 - (d) (1) Defects, liens, encumbrances or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances.
(2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.
3. **Notice of Claim to be Given by Assured Claimant** - An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.
4. **No Duty to Defend or Prosecute** - The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.
5. **Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate** - Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:
 - (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
 - (b) If the Company elects to exercise its options as stated in Paragraph 5(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
 - (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
 - (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.
6. **Proof of Loss or Damage** - In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by an authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.
7. **Options to Pay or Otherwise Settle Claims: Termination of Liability** - In case of a claim under this Guarantee, the Company shall have the following additional options:
 - (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

GUARANTEE CONDITIONS AND STIPULATIONS

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price. Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5, and the Guarantee shall be surrendered to the Company of cancellation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5.

- 8. Determination and Extent of Liability** - This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the exclusions stated in Paragraph 2.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- the amount of liability stated in Schedule A;
- the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations or as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

9. Limitation of Liability

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.

(c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

- 10. Reduction of Liability or Termination of Liability** - All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro tanto.

11. Payment Loss

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

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

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

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

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

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.

14. Liability Limited to This Guarantee; Guarantee Entire Contract

(a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

(c) No amendment or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

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

LOT BOOK GUARANTEE
Issued By
Stewart Title Guaranty Company

SCHEDULE A

File No. 24491993
State: ID
County: Blaine

<u>Guarantee No.</u>	<u>Liability</u>	<u>Date of Guarantee</u>	<u>Fee</u>
G-2222-000090240	\$1,000.00	January 2, 2024 at 7:30 a.m.	\$140.00

Name of Assured:
Galena-Benchmark Engineering

The assurances referred to on the face page hereof are:

1. That, according to the Company's property records relative to the following described land (but without examination of those Company records maintained and indexed by name):

Common Area, as shown on the Condominium Map for THE LIMELIGHT CONDOMINIUMS, BLAINE COUNTY, IDAHO, as Instrument No. 147041, and amended by Instrument No. 157452, and as defined and described in that Condominium Declaration for THE LIMELIGHT CONDOMINIUMS, recorded as Instrument No. 147040, records of Blaine County, Idaho.

2. The last recorded instrument purporting to transfer title to said land is:

Deed Type: Other
Grantors: None
Grantees: None
Recorded Date:
Instrument:

No deed exists that specifically puts the common area into the association. The Limelight Condominium Declaration states the common area is governed by the association.

3. There are no mortgages or deeds of trust which purport to affect title to said land, other than those shown below under Exceptions.
4. There are no (homesteads, agreements to convey, attachments, notices of non-responsibility, notices of completion, tax deeds) which purport to affect title to said land, other than shown below under Exceptions.
5. No guarantee is made regarding (a) matters affecting the beneficial interest of any mortgage or deed of trust which may be shown herein as an exception, or (b) other matters which may affect any such mortgage or deed of trust.
6. No guarantee is made regarding any liens, claims of liens, defects or encumbrances other than those specifically provided for above, and, if information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

EXCEPTIONS:

1. NOTE: According to the available records, the purported address of the land referenced herein is:

TBD None at this time, Ketchum, ID 83340

2. Taxes for the year 2023 are exempt.
Parcel Number: [RPK0850000000](#)
Original Amount: \$0.00

3. The land described herein is located within the boundaries of the City of Ketchum and is subject to any assessments levied thereby.

4. Liens, levies, and assessments of the Limelight Condominium Association.

5. Easements, reservations, restrictions, and dedications as shown on the official plat of [The Limelight Condominiums and The Limelight Condominiums Amended](#).

6. Right of way for ditches, tunnels, telephone, and distribution lines constructed by authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code.

7. Terms, provisions, covenants, conditions, restrictions and easements provided in a Condominium Declaration but omitting any covenants, conditions or restrictions, if any, to the extent that such violates 42 USC 3604 (c) or any other ordinance, statute or regulation.

Recorded: December 19, 1972

Instrument No.: [147040](#), records of Blaine County, Idaho.

Amendments, supplements, annexations or modifications of said Condominium Declaration.

Recorded: October 29, 1975

Instrument No.: [162597](#), records of Blaine County, Idaho.

Amendments, supplements, annexations or modifications of said Condominium Declaration.

Recorded: June 3, 1992

Instrument No.: [341405](#), records of Blaine County, Idaho.

Amendments, supplements, annexations or modifications of said Condominium Declaration.

Recorded: June 11, 2015

Instrument No.: [627177](#), records of Blaine County, Idaho.

8. An easement, including the terms and conditions thereof, for the purposes shown below and rights incidental thereto as set forth in a document.

Granted to: Idaho Power Company

Purpose: Public Utilities

Recorded: April 10, 1975

Instrument No.: [159249](#), records of Blaine County, Idaho.

Sun Valley Title

By:



Nick Busdon, Authorized Signatory

JUDGMENT AND TAX LIEN GUARANTEE

Issued By
Stewart Title Guaranty Company

SCHEDULE A

Amount of Liability: \$1,000.00

Fee Amount: \$0.00

Guarantee No.: G-2222-000090240

Name of Assured: Galena-Benchmark Engineering

Date of Guarantee: January 2, 2024

That, according to the indices of the County Recorder of Blaine County, State of ID, for a period of 10 years immediately prior to the date hereof, there are no

- * Federal Tax Liens
- * Abstracts of Judgment, or
- * Certificates of State Tax Liens

filed, or recorded against the herein named parties, other than those for which a release appears in said indices and other than those shown under Exceptions.

The parties referred to in this guarantee are as follows:

Limelight Condominium Owners, represented by The Limelight Condominiums, Inc. Association

Sun Valley Title
By:



Nick Busdon, Authorized Signatory

SCHEDULE B

Exceptions:

NONE

WARRANTY DEED

For Value Received

MARVIN J. ASLETT and MELBA ASLETT, husband and wife

Hereinafter called the grantor, hereby grants, bargains, sells and conveys unto

JACK C. CORROCK and LILA S. CORROCK, husband and wife

Hereinafter called the grantee, the following described premises, in Blaine County, Idaho, to-wit:

A parcel of land within Section 11, Township 4 North, Range 17 East, Boise Meridian, Blaine County, Idaho, more particularly described as follows:

COMMENCING at the East quarter corner of said Sec. 11; thence South 28°35'14" West, 1282.06 feet to the true point of beginning;
 Thence South 3°34'13" East, 126.85 feet;
 Thence South 65°24'22" West, 244.07 feet;
 Thence 50.12 feet along a curve to the left with a central angle of 24°28'34", a radius of 117.32 feet and a tangent of 25.45 feet;
 Thence 79.30 feet along a curve to the right with a central angle of 63°44'02", a radius of 71.29 feet and a tangent of 44.32 feet;
 Thence North 75°20'10" West, 62.50 feet;
 Thence 21.72 feet along a curve to the right with a central angle of 82°00'05", a radius of 15.18 feet and a tangent of 13.20 feet;
 Thence North 6°39'55" East, 12.00 feet;
 Thence 188.73 feet along a curve to the left with a central angle of 94°41'02", a radius of 114.21 feet and a tangent of 123.93 feet;
 Thence 52.11 feet along a curve to the left with a central angle of 10°52'29", a radius of 274.56 feet and a tangent of 26.13 feet;
 Thence North 7°06'02" East, 60.92 feet;
 Thence North 84°39'47" East, 552.33 feet to the True Point of Beginning.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all incumbrances except as described above and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: May 26, 1972

 Marvin J. Aslett

 Melba Aslett

STATE OF Idaho, COUNTY OF Twin Falls) ss
 On this 26th day of May, 1972,
 before me, a notary public in and for said State, personally appeared MARVIN J. ASLETT and MELBA ASLETT, husband and wife,

NOTARY PUBLIC
 STATE OF IDAHO
 known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

 Notary Public
 Res. ding at Twin Falls, Idaho
 Comm. Expires 7-31-72

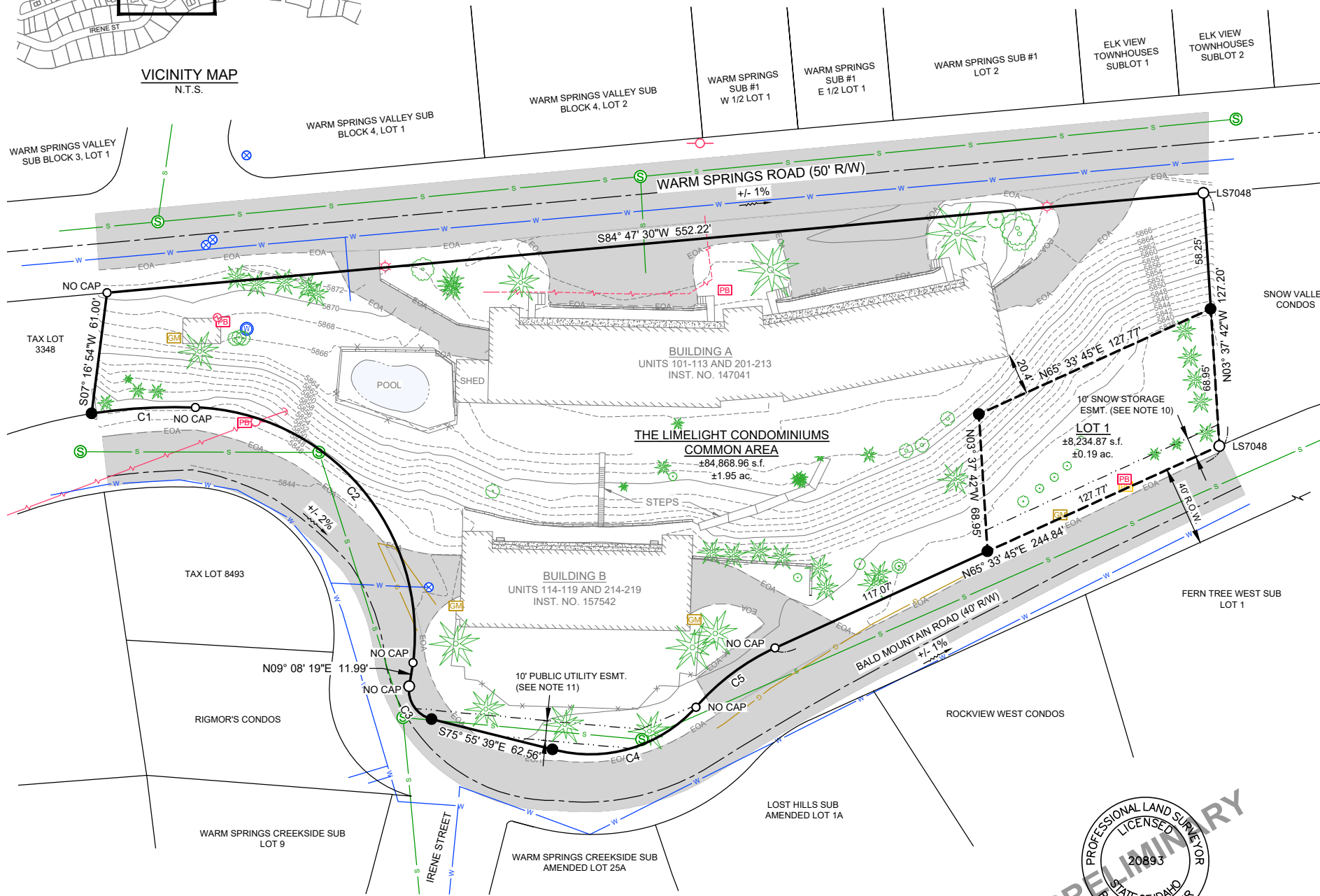
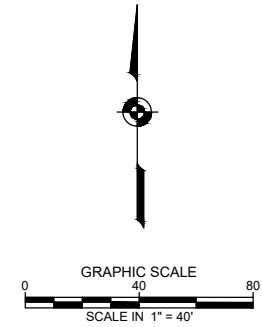
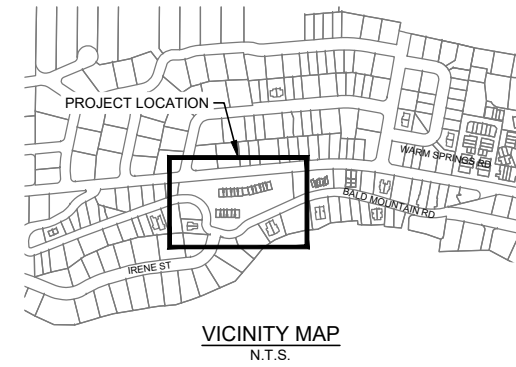
STATE OF IDAHO, COUNTY OF Blaine
 I hereby certify that this instrument was filed for record at the request of Sawtooth Title Co.
 at 50 minutes past 4:00 o'clock P. M., this 26 day of May, 1972. In my office, and duly recorded in Book of Deeds at page

 Ex-Officio Recorder
 By _____ Deputy.
 Fees \$ _____
 Mail to: _____

NO. 143737

Attachment B:
Preliminary Plat

A PRELIMINARY PLAT SHOWING:
THE LIMELIGHT SUBDIVISION
 WHEREIN THE LIMELIGHT CONDOMINIUMS COMMON AREA IS SUBDIVIDED.
 LOCATED WITHIN SECTION 11, T4N, R18E, B.M. CITY OF KETCHUM, BLAINE COUNTY, IDAHO
 APRIL 2024



SURVEY NARRATIVE & PLAT NOTES:

1. THE PURPOSE OF THIS PLAT IS TO SUBDIVIDE THE LIMELIGHT CONDOMINIUMS COMMON AREA TO CREATE ONE NEW LOT. LOT LINES ARE BASED ON FOUND MONUMENTS. ALL FOUND MONUMENTS WERE ACCEPTED AS EITHER ORIGINAL CORNERS, OR REPLACEMENTS OF ORIGINAL CORNERS. SET MONUMENTS WERE ESTABLISHED USING HELD RIGHT-OF-WAY WIDTHS AND PROPORTIONED DISTANCES AND BEARINGS.
2. REFERENCED DOCUMENTS:
 - a. PLAT OF THE LIMELIGHT CONDOMINIUMS, INST. NO. 147041.
 - b. PLAT OF THE LIMELIGHT CONDOMINIUMS, AMENDED, INST. NO. 157452.
 - c. PLAT OF RIGMOR'S CONDOMINIUMS, INST. NO. 225767.
 - d. A RECORD OF SURVEY OF WARM SPRINGS CREEKSIDE SUBDIVISION, LOT 25A, INST. NO. 699567.
 - e. A RECORD OF SURVEY OF TAX LOT 3611, INST. NO. 660372.
 - f. TITLE REPORT ISSUED BY STEWART TITLE GUARANTY COMPANY, FILE NO. 24491993, JANUARY 2, 2024.
3. BOUNDARY DIMENSIONS SHOWN HEREON ARE MEASURED. FOR RECORD DIMENSIONS, SEE REFERENCED DOCUMENTS.
4. VERTICAL DATUM: ELEVATIONS BASED ON NAVD 88 DATUM.
5. BASIS OF BEARINGS IS IDAHO STATE PLANE COORDINATE SYSTEM, NAD83, CENTRAL ZONE AS DERIVED BY GPS OBSERVATIONS. ALL DISTANCES SHOWN ARE GROUND DISTANCES IN INTERNATIONAL FEET.
6. REFER TO THE ORIGINAL PLAT OF THE LIMELIGHT CONDOMINIUMS RECORDED AS INST. NO. 147041 AND THE LIMELIGHT CONDOMINIUMS AMENDED RECORDED AS INST. NO. 157452 FOR ADDITIONAL NOTES AND RESTRICTIONS.
7. BUILDING "A" WAS LOCATED PRIOR TO RECONSTRUCTION AFTER FIRE. CONDOMINIUM UNITS HAVE NOT BEEN REPLATTED.

EASEMENTS, ENCUMBRANCES AND RESTRICTIONS:

8. REFER TO THE COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED AS INST. NO. 147040, AMENDMENTS, SUPPLEMENTS ANNEXATIONS, OR MODIFICATIONS RECORDED AS INST. NOS. 162597, 341405 AND 627177 RECORDS OF BLAINE COUNTY, IDAHO FOR RESTRICTIONS GOVERNING THE USE OF THIS PROPERTY.
9. LOT 1 SHALL NOT BE SUBJECT TO THE CC&Rs REFERENCED IN NOTE 8 ABOVE.
10. A TEN (10) FOOT WIDE SNOW STORAGE EASEMENT ADJACENT TO BALD MOUNTAIN ROAD IS GRANTED AS SHOWN HEREON.
11. A TEN (10) FOOT WIDE PUBLIC UTILITY EASEMENT CENTERED ON EXISTING SEWER MAIN IS GRANTED AS SHOWN HEREON.
12. AN UNDERGROUND POWER LINE EASEMENT EXISTS FOR THE PRIMARY EXTENSION TO BUILDING A PER INST. NO. 159249, RECORDS OF BLAINE COUNTY, IDAHO.

HEALTH CERTIFICATE

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

Dated: _____

South Central Public Health District, REHS

ZONING IS GR-L

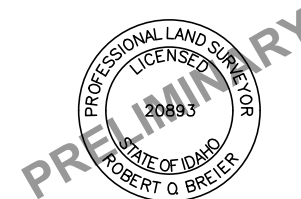
OWNER OF RECORD:
 LIMELIGHT CONDOMINIUM OWNERS
 P.O. BOX 1312
 KETCHUM, ID 83340

THE LIMELIGHT SUBDIVISION
 GALENA-BENCHMARK ENGINEERING
 KETCHUM, IDAHO

SHEET 1 OF 1
 Job No. 23282

LEGEND

- | | | |
|---------------------------------------|----------------------------|------------------------------|
| PROPERTY LINE | ASPHALT | WATER VALVE |
| PROPOSED LOT LINE | CONCRETE WALKWAY | EXISTING WELL |
| ADJOINER'S LOT LINE | RETAINING WALL | SMH = EXISTING SEWER MANHOLE |
| EASEMENT (AS NOTED) | 10' CONTOUR INTERVAL | GAS METER |
| ROAD CENTERLINE | 2' CONTOUR INTERVAL | TELEPHONE RISER |
| FENCE LINE | APPROXIMATE EDGE OF WATER | LIGHT POLE |
| GAS MAIN | FOUND 1/2" REBAR (LS 7048) | POWER BOX |
| BURIED POWER LINE | FOUND 5/8" REBAR (LS 7048) | POWER METER |
| OVERHEAD POWER LINE | SET 5/8" REBAR (LS 20893) | GUY = GUYWIRE |
| SEWER MAIN PER CITY MAPS (SEE NOTE 9) | DT = DECIDUOUS TREE | FLOW DIRECTION |
| WATER MAIN PER CITY MAPS | CT = CONIFER TREE | |
| OUTSIDE FACE OF BUILDING | | |



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	52.19'	274.56'	10° 53' 28"	N86° 41' 42"E	52.11'
C2	189.16'	114.21'	94° 53' 52"	S40° 27' 26"E	168.27'
C3	21.71'	15.18'	81° 55' 56"	S34° 14' 56"E	19.90'
C4	79.00'	71.29'	63° 29' 19"	N73° 37' 42"E	75.02'
C5	49.97'	117.32'	24° 24' 20"	N53° 05' 01"E	49.60'

Attachment C:
Findings of Fact,
Conclusions of Law, and
Decision



City of Ketchum
Planning & Building

IN RE:)
)
Limelight Subdivision) KETCHUM CITY COUNCIL
Subdivision Preliminary Plat) FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
File Number: P24-014) DECISION
)
Date: June 3, 2024)
)

PROJECT: Limelight Subdivision
APPLICATION TYPE: Subdivision Preliminary Plat
FILE NUMBER: P24-014
PROPERTY OWNER: Limelight Condominium Owners
REPRESENTATIVE: Dave Patrie, Galena-Benchmark Engineering
LOCATION: 318 Bald Mountain Road – (Limelight Condos Common Area)
ZONING: General Residential – Low Density (GR-L)

RECORD OF PROCEEDINGS

The City of Ketchum received the application for the Limelight Subdivision Preliminary Plat on February 23, 2024. Following receipt of the complete application, staff routed the application materials to all city departments for review. As of the date of this letter, all department comments have been resolved or addressed through conditions of approval recommended below. The Planning & Zoning Commission considered the Limelight Subdivision Preliminary Plat Application File No P24-014 during their meeting on May 14, 2024 and recommended approval to City Council.

FINDINGS OF FACT

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

FINDINGS REGARDING CONFORMANCE WITH THE COMPREHENSIVE PLAN

The City of Ketchum adopted the 2014 Comprehensive Plan (the “plan”) on February 18, 2014. The plan outlines the community vision and core values for the city. Using those, the plan outlines goals and policy objectives to reach key goals for the community related to the economy, housing, neighborhoods, parks and

recreation, open space, public safety, and others. The plan also includes a Future Land Use Map (FLUM) that identifies possible future land uses for properties to achieve desirable land use patterns for the city.

Specifically, the plan includes goals and policies in Chapter 3: *Housing* and Chapter 4: *Community Design and Neighborhoods* that relate to the proposed application.

- Housing Goal H-1: Ketchum will increase its supply of homes, including rental and special-needs housing for low, moderate, and median-income households.
 - Although the city cannot require the future owner or development of the proposed lot be targeted for a certain type of household or income category, the addition of a lot provides an opportunity to construct one or two additional dwelling units on the proposed Lot 1. An accessory dwelling unit can be built upon Lot 1 if the primary development is a single-family residence. Additionally, Policy H-1.5 states that “the community will continue to support and encourage construction of accessory dwelling units within residential areas to provide affordable housing.” Staff believes the approval of the proposed application assists in achieving these goals.
- Community Design and Neighborhoods Goal CD-1: Our community will preserve its small-town character and the distinct image of neighborhoods and districts.
 - Policy CD-1.3 discusses infill and redevelopment projects. The policy emphasizes the importance of contextually appropriate projects. Specifically, projects should consider natural and manmade features adjoining a development site, not a certain style. In contrast to that, the plan also states that each neighborhood or district should include a mix of design elements that will reinforce its unique design (Policy CD-1.1). Many of the lots in the surrounding neighborhood are large in size with a mix of single-family dwellings, duplexes, or apartment buildings from the 1960’s onward.
 - Subdivision of property often results in the construction of new homes, sometimes reflective of current architectural trends or styles that may contradict the unique design of the neighborhood as it sits today. Although the lot sizes may be like the surrounding neighborhood, the design of the future structure may differ. As mentioned above, the subject property permits both single family dwellings or a multifamily development of two units. If the future property owner chooses to develop a duplex, design review would be a required process.
- Future Land Use Map (FLUM)
 - The FLUM designates the subject property as “Low Density Residential”. Primary uses for this land use designation include “Single-family and duplex residences and accessory units.” The plan also states that “the average density of a residential area in this category is not to exceed about five units per acre.” A density of five units per acre equates to approximately one primary dwelling unit per 8,700 square feet of land. The new lot is 8,234 square feet, which is slightly above the minimum lot size in the GR-L zone district. Accessory dwelling units are not counted in density calculations as they are considered accessory and optional.

Although the subdivision of the property may result in new development with a different design than exists today, the proposal is in conformance with the FLUM and forwards some of the other policies aimed at housing.

FINDINGS REGARDING PRELIMINARY PLAT SUBDIVISION REQUIREMENTS

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

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.C.1	The subdivider shall file with the administrator copies of the completed subdivision application form and preliminary plat data as required by this chapter.
			<i>Findings</i>	The City of Ketchum Planning and Building Department received the subdivision application and all applicable application materials on February 23, 2024.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I	Contents Of Preliminary Plat: The preliminary plat, together with all application forms, title insurance report, deeds, maps, and other documents reasonably required, shall constitute a complete subdivision application.
			<i>Findings</i>	The subdivision application was deemed complete on February 23, 2024.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .1	The preliminary plat shall be drawn to a scale of not less than one inch equals one hundred feet (1" = 100') and shall show the following: The scale, north point and date.
			<i>Findings</i>	This standard is met as shown on Sheet 1 of the preliminary plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .2	The name of the proposed subdivision, which shall not be the same or confused with the name of any other subdivision in Blaine County, Idaho.
			<i>Findings</i>	As shown on Sheet 1 of the preliminary plat, the subdivision is named "The Limelight Subdivision" which is not the same as any other subdivision in Blaine County, Idaho
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .3	The name and address of the owner of record, the subdivider, and the engineer, surveyor, or other person preparing the plat.
			<i>Findings</i>	As shown on Sheet 1, the owner and subdivider is Limelight Condominium Owners. The plat was prepared by Robert Brier of Galena-Benchmark Engineering.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .4	Legal description of the area platted.
			<i>Findings</i>	The legal description of the area platted is shown on the preliminary plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .5	The names and the intersecting boundary lines of adjoining subdivisions and parcels of property.
			<i>Findings</i>	The preliminary plat indicates the boundary lines of adjoining lots.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .6	A contour map of the subdivision with contour lines and a maximum interval of five feet (5') to show the configuration of the land based upon the United States geodetic survey data, or other data approved by the city engineer.
			<i>Findings</i>	Sheet 1 of the preliminary plat shows the contour lines for the subject property.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I 7	The scaled location of existing buildings, water bodies and courses and location of the adjoining or immediately adjacent dedicated streets, roadways and easements, public and private.
			<i>Findings</i>	Sheet 1 identifies the outline of the existing buildings on the property as well as adjacent streets.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .8	Boundary description and the area of the tract.
			<i>Findings</i>	The preliminary plat provides the boundary description of the area and includes square footage and acreage of the lot.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .9	Existing zoning of the tract.
			<i>Findings</i>	Sheet 1 of the preliminary plat lists the existing zoning of the subject property above the owner information.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .10	The proposed location of street rights of way, lots, and lot lines, easements, including all approximate dimensions, and including all proposed lot and block numbering and proposed street names.

			<i>Findings</i>	The preliminary plat shows the locations and lot lines for the proposed lot. No new streets or blocks are being proposed with this application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .11	The location, approximate size and proposed use of all land intended to be dedicated for public use or for common use of all future property owners within the proposed subdivision.
			<i>Findings</i>	This standard is not applicable as there is no requirement or proposal for land dedicated for public or common use.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .12	The location, size and type of sanitary and storm sewers, water mains, culverts and other surface or subsurface structures existing within or immediately adjacent to the proposed sanitary or storm sewers, water mains, and storage facilities, street improvements, street lighting, curbs, and gutters and all proposed utilities.
			<i>Findings</i>	Sheet 1 shows the water and sewer lines immediately adjacent to the subject property.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .13	The direction of drainage, flow and approximate grade of all streets.
			<i>Findings</i>	This standard is shown in multiple locations on the preliminary plat.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .14	The location of all drainage canals and structures, the proposed method of disposing of runoff water, and the location and size of all drainage easements, whether they are located within or outside of the proposed plat.
			<i>Findings</i>	This standard does not apply as no new drainage canals or structures are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .15	All percolation tests and/or exploratory pit excavations required by state health authorities.
			<i>Findings</i>	This standard does not apply as no additional tests are required.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .16	A copy of the provisions of the articles of incorporation and bylaws of homeowners' association and/or condominium declarations to be filed with the final plat of the subdivision.
			<i>Findings</i>	This standard does not apply as this preliminary plat application is not for a townhouse or condominium subdivision and no commonly owned land or facilities are proposed.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .17	Vicinity map drawn to approximate scale showing the location of the proposed subdivision in reference to existing and/or proposed arterials and collector streets.
			<i>Findings</i>	Sheet 1 includes a vicinity map that satisfies this requirement.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .18	The boundaries of the floodplain, floodway and avalanche zoning district shall also be clearly delineated and marked on the preliminary plat.
			<i>Findings</i>	The subject property is not within a floodplain, floodway, or avalanche zone district.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .19	Building envelopes shall be shown on each lot, all or part of which is within a floodway, floodplain, or avalanche zone; or any lot that is adjacent to the Big Wood River, Trail Creek, or Warm Springs Creek; or any lot, a portion of which has a slope of twenty five percent (25%) or greater; or upon any lot which will be created adjacent to the intersection of two (2) or more streets.
			<i>Findings</i>	A building envelope is not required as the subject property is not within the floodway, floodplain, or avalanche zone. The subject property is not adjacent to the Big Wood River, Trail Creek or Warm Springs. The subject property does not contain slopes greater than 25% based on natural contours. The proposed lot is not a corner lot.

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .20	Lot area of each lot.
			<i>Findings</i>	As shown on Sheet 1 of the preliminary plat, the lot area for Lot 1 is 8,234 square feet.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .21	Existing mature trees and established shrub masses.
			<i>Findings</i>	Existing mature trees and shrub masses on the subject property are identified on the preliminary plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .22	A current title report shall be provided at the time that the preliminary plat is filed with the administrator, together with a copy of the owner's recorded deed to such property.
			<i>Findings</i>	The applicant provided a title commitment issued by Stewart Title dated October 23, 2023 and a warranty deed recorded on January 2, 2024 with the Blaine County Clerk and Recorder.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .23	Three (3) copies of the preliminary plat shall be filed with the administrator.
			<i>Findings</i>	The City of Ketchum received hard and digital copies of the preliminary plat at the time of application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.A	Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city. Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			<i>Findings</i>	No improvements are required to be made with the creation of Lot 1.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.B	Improvement Plans: Prior to approval of final plat by the commission, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.
			<i>Findings</i>	No improvements are required to be made with the creation of Lot 1.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.C	Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather conditions or other factors beyond the control of the subdivider, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be one year or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.

			<i>Findings</i>	No improvements are required to be made with the creation of Lot 1.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.D	As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.
			<i>Findings</i>	No improvements are required to be made with the creation of Lot 1.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.E	Monumentation: Following completion of construction of the required improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows: <ol style="list-style-type: none"> 1. All angle points in the exterior boundary of the plat. 2. All street intersections, points within and adjacent to the final plat. 3. All street corner lines ending at boundary line of final plat. 4. All angle points and points of curves on all streets. 5. The point of beginning of the subdivision plat description.
			<i>Findings</i>	No improvements are required to be made with the creation of Lot 1.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.F	Lot Requirements: <ol style="list-style-type: none"> 1. Lot size, width, depth, shape and orientation and minimum building setback lines shall be in compliance with the zoning district in which the property is located and compatible with the location of the subdivision and the type of development, and preserve solar access to adjacent properties and buildings. 2. Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contains land with a slope in excess of twenty five percent (25%), based upon natural contours, or creates corner lots at the intersection of two (2) or more streets, building envelopes shall be shown for the lot(s) so affected on the preliminary and final plats. The building envelopes shall be located in a manner designed to promote harmonious development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. Also, building envelopes shall be located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, watercourses and topographical features. Structures may only be built on buildable lots. Lots shall only be created that meet the definition of "lot, buildable" in section 16.04.020 of this chapter. Building envelopes shall be established outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following: <ol style="list-style-type: none"> a. For lot line shifts of parcels that are entirely within slopes of twenty five percent (25%) or greater to create a reasonable building envelope, and mountain overlay design review standards and all other city requirements are met.

				<p>b. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section.</p> <p>3. Corner lots outside the original Ketchum Townsite shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use.</p> <p>4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.</p> <p>5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts.</p> <p>6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat.</p>
			<i>Findings</i>	<ol style="list-style-type: none"> 1. The lot size of 8,234 square feet is above the minimum required lot area as well as the average lot width of 127 feet. All future development on the site will comply with GR-L dimensional standards in Title 17. 2. Building envelopes are not required as the subject property is not within the floodplain/floodway, avalanche zone, and does not contain slopes greater than 25% based on natural contours. This application does not create a corner lot. 3. The application does not create a corner lot. 4. The proposed side lot lines meet this standard. 5. The subject property is not a double frontage lot. 6. Lot 1 will have 127 feet of frontage along Bald Mountain Road.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.G	<p>G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</p> <ol style="list-style-type: none"> 1. No block shall be longer than one thousand two hundred feet (1,200'), nor less than four hundred feet (400') between the street intersections, and shall have sufficient depth to provide for two (2) tiers of lots. 2. Blocks shall be laid out in such a manner as to comply with the lot requirements. 3. The layout of blocks shall take into consideration the natural topography of the land to promote access within the subdivision and minimize cuts and fills for roads and minimize adverse impact on environment, watercourses and topographical features. 4. Corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.
			<i>Findings</i>	This standard does not apply as no new blocks are being created.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H	<p>Street Improvement Requirements:</p> <ol style="list-style-type: none"> 1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land; 2. All streets shall be constructed to meet or exceed the criteria and standards set forth in chapter 12.04 of this code, and all other applicable ordinances, resolutions or regulations of the city or any other governmental entity having jurisdiction, now existing or adopted, amended or codified;

			<p>3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad or limited access highway right of way, the council may require a frontage street, planting strip, or similar design features;</p> <p>4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods;</p> <p>5. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven percent (7%) so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing;</p> <p>6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated;</p> <p>7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended;</p> <p>8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;</p> <p>9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);</p> <p>10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;</p> <p>11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;</p> <p>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</p> <p>13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the commission before submitting same to council for preliminary plat approval;</p> <p>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</p> <p>15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;</p> <p>16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;</p>
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				This standards is not applicable. This proposal does not create a new street, private road or bridge.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.I	<p>Alley Improvement Requirements: Alleys shall be provided in business, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead end alleys shall be prohibited. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.</p>
			<i>Findings</i>	This standard does not apply as the subject property is in a residential zoning district which do not require alleys.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J	<p>Required Easements: Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.</p> <p>1. A public utility easement at least ten feet (10') in width shall be required within the street right of way boundaries of all private streets. A public utility easement at least five feet (5') in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the city engineer to be necessary for the provision of adequate public utilities.</p> <p>2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse.</p> <p>3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's</p>

			<p>access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision.</p> <p>4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion.</p> <p>5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.</p> <p>6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the city.</p>
		<i>Findings</i>	N/A. None of the listed easements are proposed or required for this project. The project does not create a new private street. The property is not adjacent to any waterways or located within the floodplain or riparian area. A 10-foot snow storage easement is proposed to assist in winter maintenance of Bald Mountain Road.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>16.04.040.K</p> <p>Sanitary Sewage Disposal Improvements: Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the city engineer, council and Idaho health department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho department of health and the council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety and welfare.</p>
		<i>Findings</i>	This standard is not applicable as no sanitary sewage disposal improvements are required for this project. Sewer infrastructure exists adjacent to the proposed Lot 1.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>16.04.040.L</p> <p>Water System Improvements: A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the city under the supervision of the Ketchum fire department and other regulatory agencies having jurisdiction. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall be permitted. All water systems shall be connected to the municipal water system</p>

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

				<p>b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHTO T99 (American Association of State Highway Officials) and ASTM D698 (American standard testing methods).</p> <p>c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability.</p> <p>d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or where fill slope toes out within twelve feet (12') horizontally of the top and existing or planned cut slope.</p> <p>e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.</p>
			<i>Findings</i>	This standard is not applicable as no grading improvements are proposed or required.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.O	<p>Drainage Improvements: The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the city on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders.</p>
			<i>Findings</i>	This standard is not applicable as no drainage improvements are proposed or required.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.P	<p>Utilities: In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.</p>
			<i>Findings</i>	This standard is not applicable as Lot 1 already contains a power box, gas meter, and telephone riser as seen on the preliminary plat.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	<p>Off Site Improvements: Where the offsite impact of a proposed subdivision is found by the commission or council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to final plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.</p>
			<i>Findings</i>	This standard is not applicable as off-site improvements are not required or proposed with this project
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.R	<p>Avalanche and mountain overlay. All improvements and plats (land, planned unit development, townhouse, condominium) created pursuant to this chapter shall</p>

				comply with City of Ketchum Avalanche Zone District and Mountain Overlay Zoning District requirements as set forth in title 17 of this Code.
			<i>Findings</i>	This standard is not applicable as this application is not within the Avalanche or Mountain Overlay
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.S	Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			<i>Findings</i>	This standard is not applicable as the subject property is developed with an existing residence and private landscaping.

CONCLUSIONS OF LAW

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

DECISION

THEREFORE, the Council **approves** this Subdivision Preliminary Plat Application File No. P24-014 this Monday, June 3, 2024 subject to the following conditions of approval.

CONDITIONS OF APPROVAL

1. Failure to obtain Final Plat approval by the council of the approved preliminary plat within two (2) years after approval by the council shall cause all approvals of such preliminary plat to be null and void.

Findings of Fact **adopted** this 3rd day of June 2024.

Neil Bradshaw, Mayor



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

Reasons for Recommendation:

- The city supports community events and opportunities to highlight our culture and history.
- The proposed 8-hour closure of East Avenue, between Sun Valley Road and 4th Street (due east of Ketchum Town Square), will cause minimal traffic disruptions and does not conflict with the Main Street construction detours.
- The requested street closure is classified as a “non-designated” event street closure, meaning it must be approved by the City Council.
- Their event and requested closure are the same as in years past. No known issues regarding the event and its closures have been reported.

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

Sustainability Impact:

Financial Impact:

Attachments:

1. Special event application
2. Temporary Traffic Control Plan
3. Site Plan



OFFICIAL USE ONLY
Event Name <i>Trailing of the Sheep-Happy Trails</i>
Event Date <i>2024</i>
Date Received <i>2-12-24</i>
Fees Paid

*2024
HAPPY TRAILS*

SPECIAL EVENT LICENSE APPLICATION

GENERAL INFORMATION APPLYING TO ALL EVENTS

Special Event: The temporary use of public property, including streets, parking lots, parks, and waterways, for the purpose of conducting certain public events such as, but not limited to, art shows, music concerts, fundraising events, amusement attractions, circuses, carnivals, rodeos, craft fairs, sporting events, contests, dances, tournaments, walk-a-thons, marathons, races, exhibitions or related activities. In addition, a "special event" is any public event which could reasonably be interpreted to cause significant public impact via disturbance, crowd, traffic/parking, or disruption of the normal routine of the community or affected neighborhood. (Ord. 1131, 2015)

Your event application is due twenty (20) days prior to the event if you are a small event or street party; thirty (30) days prior if you are a medium event; and sixty (60) days prior if you are a large event.

ONLY COMPLETE APPLICATIONS WILL BE ACCEPTED.

Please ensure that your Special Event Application has been approved by the City before you promote, market or advertise your event. Conditional approval may be made after the event organizer submits the application and it is initially screened by City staff. Acceptance of your Special Event Application is neither a guarantee of the date or location nor an automatic approval of your event.

Medium and large events must have a pre-application meeting with the City. It is recommended that all events do a walk-through with City Administration prior to submission of application.

Smoking is prohibited in the following outdoor public places: (Ord. 1105, 2013)

- On any "public property"
- Within twenty (20') feet of all designated bus stops
- On all school property, including public and private elementary, secondary, vocational, and trade schools or colleges
- Within any designated "special event zone," unless the "special event zone" has a designated and delineated smoking area identified in an approved Ketchum special event permit application

All events are required to attend a debrief with City staff within five (5) days following the event.

All fees are non-refundable.

Any violation of the conditions of approval for an event, or the event not operating in the manner identified in the event application, may result in the event being canceled or shut down. In addition, if the event is a reoccurring event, future application may be denied. (Ord. 1131, 2015)

Completed applications can be submitted via email to events@ketchumidaho.org or by mail or hand delivery to City of Ketchum, P.O. Box 2315 | 191 5th St. West, Ketchum, ID 83340.

If you have questions, please contact Eryn Alvey: events@ketchumidaho.org or 208-727.5077.

WHAT SIZE IS YOUR EVENT?			
<input type="checkbox"/> Street Party (\$100.00) **RESIDENTIAL NEIGHBORHOOD LOCATION ONLY** A special event that requires a one-block street closure, no more than 6-hour road closure, is a single occurrence with anticipated attendance under three hundred (300) people, is self-organized by a local Ketchum organization, its publicity is focused on Wood River Valley residents and businesses, and a limited number of vendors (1 food, 1 beverage, 1 merchandise).	<input type="checkbox"/> Small Event (\$100.00) Special events that do not require a street closure, are a single occurrence, and have an anticipated attendance under one hundred (100) people.	<input type="checkbox"/> Medium Event* (\$400.00) Special events that require a street closure of one day or less; or have an anticipated attendance between one hundred (100) and four hundred (400) people; or a weekly event that takes place up to, but not more than, four (4) consecutive weeks.	<input checked="" type="checkbox"/> Large Event* (\$800.00) Special events requiring a street closure of more than one day; or have an anticipated attendance over four hundred (400) people; or a weekly event that takes place more than four (4) consecutive weeks.
*City requires pre-application meeting prior to application submittal.			
GENERAL INFORMATION:			
Please provide a detailed narrative and timeline, including a description of activities to understand the theme, activities, purpose, and benefit of your event to the community.			
Applicant should provide a good faith estimate of expected number of participants.			
An alternate location should be listed if your event cannot be accommodated at your requested location.			
If fees are associated with your event, such as registration or entry fees, you must obtain a sales tax permit. Permit applications can be accessed at www.ketchumidaho.org/forms or at the Ketchum City Hall.			
Event Name: TRAILING OF THE SHEEP - HAPPY TRAILS PARTY		Event Date: 10/6/2024	
Event Description and Purpose (who is the event supposed to attract, what is the purpose of the event, etc.): THIS EVENT, BEFORE & AFTER THE PARADE, CLOSERS OUR FESTIVAL. VENDORS, FOOD & MUSIC FOR VISITORS, RESIDENTS & OUR VOLUNTEERS GATHER AT THIS CELEBRATION.			
Location of Event: TOWN SQUARE		Alternate Location: —	
Expected Number of Participants: 400 PLUS		Admission Fee* (per person): 0	
*Ticket sales for entry, registration, etc. for events taking place within Ketchum city limits are subject to sales tax.			
Number of Staff Working at Event: 3		Number of Volunteers Working at Event: 8	
EVENT COORDINATION:			
Visit Sun Valley manages the event schedule for the City of Ketchum and its neighboring cities. Please contact them (info@visitsunvalley.com or 208-726-3423) and make the City aware of events on or around the date of your proposed event.			
Have you contacted Visit Sun Valley for information on events taking place on or around the date of your event?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
List the events taking place on or around the date of your event: SV JAZZ & OCTOBERFEST			
EVENT SCHEDULE:			
Provide the date and time requested to set up and breakdown your event along with the date/time during which the event will take place.			
Set Up	Date: 10/6	Time: 8AM	
Event Starts	Date: 10/6	Time: 10 AM	
Event Ends	Date: 10/6	Time: 3 PM	
Clean	Date: 10/6	Time: 4 PM	

APPLICANT INFORMATION:

The applicant must be the chief person of the organization, or an assigned representative authorized to apply on behalf of the organization and plan the event. This person must be available to work closely with the City throughout the permitting process and event.

On-site contact must be accessible at all times from set-up to breakdown of the event.

If your event has more than one contact, in addition to the applicant, please list their information under "Other Contact."

Organization Name: TRAILING OF THE SHEEP CULTURAL HERITAGE CENTER, INC		
Are you a non-profit corporation?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Applicant Name: SHEILA KELLEY	Title: PROGRAM DIRECTOR	
Organization Address: PO BOX 3692		
City: HAILEY	State: ID	Zip: 83333
Phone:	Cell: 208-720-9361	
Email: sheila@trailingofthesheep.org		
On-Site Contact: GEGEE LOWE	Title: COORDINATOR	
Address: SAME		
City:	State:	Zip:
Phone:	Cell: 208-720-7395	
Email: gglowe@msn.com		
Emergency Contact: LAURA HOSHBACK DRAKE EXECUTIVE DIRECTOR		
Phone:	Cell: 208-720-0585	
Email: laura@trailingofthesheep.org		
Other Contact (such as media, professional event organizer, event service provider or commercial fundraiser hired for this event):		

USE OF CITY FACILITIES, PARKS, AND STREETS:

If you are requesting the use of a public park, the City will assist with your park reservation.

City will advise if applicant will be responsible for production, posting and removal of required signage, such as "No Parking," etc.

As an event organizer, you are required to comply with all City, County, State and Federal Disability Access requirements applicable to your event. All temporary venues, related structures and outdoor sites for special events shall be accessible to persons with disabilities. Disability access includes, but is not limited to, restrooms, clear paths of travel, vendor booth accessibility, building entrances, etc.

If your event includes a road closure request, please contact Ben Varner at Mountain Rides at 208-788-7433 **prior to submittal of application** to ensure the closure will not conflict with their bus schedules.

Temporary Traffic Control Plans (TTCP) must be prepared by a qualified firm for review by the Director of Streets and Facilities.

If your event requires a road closure on Main Street, please contact Deb Pierson at deb.pierson@itd.idaho.gov or 208-886-7839 for permit application.

If you are requesting use of city facilities, parks, or streets, please indicate below:

PARKS AND TOWN SQUARE

<input type="checkbox"/> Atkinson Park	<input type="checkbox"/> Forest Service Park
<input type="checkbox"/> Rotary Park	<input type="checkbox"/> Lucy Loken Park
<input type="checkbox"/> Other:	<input checked="" type="checkbox"/> Town Square
Daily Park Reservation Fees:	<input type="checkbox"/> Up to 100 People (\$160) <input checked="" type="checkbox"/> 101 People or More (\$320)

DESIGNATED EVENT LOCATIONS* (\$100.00)

*All other road closures are subject to a \$500 fee and City Council approval. Road closures on Main Street require an Idaho Transportation Department permit.

EAST AVE BETWEEN SU RD & 4TH

<input type="checkbox"/> Fourth Street between Leadville and East Avenues	<input type="checkbox"/> First Avenue between River and First Streets
<input type="checkbox"/> First Avenue between Second Street and Sun Valley Road	<input type="checkbox"/> First Avenue between Sun Valley Road and Fourth Street
<input type="checkbox"/> First Avenue between Fifth and Sixth Streets	<input type="checkbox"/> Picabo Street between Gates Road and Ritchie Drive
<input type="checkbox"/> Washington Avenue between River and First Streets	

Fees for non-designated locations:	Street Party \$100	Medium/Large Events \$500
List dates, times, and location for street closure requests: EAST AVE BETWEEN SV RD & 4TH - 8AM-4PM		
Name of person supervising street closure: SHEILA KELLEY		
Cell Phone: 208-720-9361	Email: sheila@trailingofthesheep.org	
How many staff and volunteers will be managing the street closure? RWA to Manage		
How will staff and volunteers manage the street closure? (ex.: 1 staff person at entrance and 1 at exit of road closure to manage vendors, 2 staff people to make sure road closure signage is removed after event ends) Street closure		
EVENT SITE PLAN:		
To ensure the appropriate review of your event, please submit your site plan including all checklist elements, utilizing indicators listed on application. Omission of any checklist elements constitutes an incomplete application. Your site plan must be scaled to accurately represent the location of ALL tents, vendors, etc. For events that have a route, such as races, please include a route map.		
Site plan locations of all temporary structures and large vehicles must be approved by the City. Written approval is required for obstructions to visibility and access to businesses and property owners surrounding the event.		
Fire hydrants, sidewalk curb breaks used for ADA accessibility and alley entrances may not be blocked at any time.		
City review of your load-in, load-out schedule for all vendors, equipment, etc. is required.		
On a separate piece of paper, provide a Site Plan of the event. Site Plan must be scaled to accurately represent the location of all items listed below (if applicable). DONE		
<input type="checkbox"/> Alcohol Vendors (A)	<input type="checkbox"/> Barricades (B)	<input type="checkbox"/> Beverage Vendors (BV)
<input type="checkbox"/> Bleachers (BL)	<input type="checkbox"/> Electricity/Generator (EL)	<input type="checkbox"/> Fire Extinguishers (EX)
<input type="checkbox"/> Fire Lane (FL)	<input type="checkbox"/> First Aid/EMS (FA)	<input type="checkbox"/> Food Vendors (FV)
<input type="checkbox"/> Garbage Receptacles (G)	<input type="checkbox"/> Hand Washing Sink (HWS)	<input type="checkbox"/> Portable Toilets (T)
<input type="checkbox"/> Recycling Receptacles (RR)	<input type="checkbox"/> Retail Merchants (RM)	<input type="checkbox"/> Security (P)
<input type="checkbox"/> Stages or Amplified Sound (SO)	<input type="checkbox"/> Tents (X)	<input type="checkbox"/> Trailers, Vehicles, Storage (TR)
Have you contacted Mountain Rides to advise of the street closure request? <input type="checkbox"/> Yes <input type="checkbox"/> No		
*NOTE: The State of Idaho adopted the Manual for Uniform Traffic Control Devices (MUTCD) as a minimum standard for traffic control. The city is legally obligated to require a temporary traffic control plan (TTCP) pursuant to MUTCD standards for anyone using the right-of-ways for any purpose, including special events. A TTCP must be submitted for Street Division review. <i>Applications will not be accepted without a TTCP prepared by a qualified firm.</i>		

TEMPORARY STRUCTURES:

All temporary structures are subject to inspection by the city to assure compliance with building and International Fire Code regulations. (Ord. 1125, 2014)

Tent stakes are not allowed in any City parks, including Town Square. All tents must be weighted down.

All tents having an area more than 200 square feet shall require advance permitting through the Fire Department unless open on all sides. Tents which can hold over 50 or more occupants must provide the Fire Department with a detailed site and floor plan detailing means of egress, seating capacity, location, and type of heating and electrical equipment.

Tents, canopies, or membrane structures shall not be located within 20 feet of lot lines, buildings, other tents, canopies or membrane structures, parked vehicles or internal combustion engines.

Tents must meet the flame propagation performance criteria of NFPA 701.

Combustible materials shall not be located within any tent, canopy, or membrane structure in use for public assembly.

All open flame devices are strictly prohibited within tents unless approved by the fire code official.

Any cooking performed within tents shall require advance approval by the Fire Department.

Will your event have temporary structures, including 10' x 10' pop-up tents? Yes* No

*Describe the size, number, use and assembly and disassembly plan:
 10' x 10' POP-UPS 7 VENDORS TO ASSEMBLE & DISASSEMBLE
 28 VENDORS
 1 B&W POP-UP
 2 TOTS POP-UPS
 1 FOOD TRUCK

TRANSPORTATION AND PARKING:

Parking for event organizers, volunteers, vendors and others associated with the production of the event is restricted to long-term parking areas and may not use 2-hour parking spaces.

Where will you direct event attendees to park vehicles?
 VENDORS WILL PARK ON NORTH SIDE OF EAST AVE.

Will the event provide transportation services to the event? Yes* No

*Describe the transportation services:

CITY SERVICES REQUESTS:

Please let us know what City services you need so that we can help you find a solution.

Police services request for (indicate dates and times needed):

Security Traffic Control Parking Control Escort N/A

The Chief of Police will determine the number of police officers to staff the event. The Chief of Police also determines if police services will be needed at a special event for public safety concerns. Fees may be associated with the need for additional police services.

Fire/EMS services request (indicate dates and times needed):

Ambulance Fire Engine N/A

The Fire Chief will determine availability and approval of the request. The Fire Chief also determines if Fire/EMS services will be needed at a special event for public safety concerns. Fees may be associated with the need for Fire/EMS services.

Will your event use city infrastructure such as bathrooms and trash receptacles? Yes* No

*Fees may be associated with the use of city bathrooms and trash receptacles.

PORTABLE RESTROOMS AND HANDWASHING:

Applicant may be required to provide an adequate number of portable restrooms and handwashing stations at the event. The city's public restrooms should not be included in the calculation. Please utilize the Satellite Industries Restroom Calculator at www.satelliteindustries.com/calculator to assist in estimating the needs for your event.

Applicant is responsible for ensuring all equipment is placed where located on site plan.

Restroom Company: CLEAR CREEK

Number of Portable Restrooms: 4 Number of Handwashing Stations: 1

Restroom Drop Off Date: OCT. 4 Time: DAYTIME

Restroom Pick Up Date: OCT. 7 Time: DAYTIME

ELECTRICITY, MUSIC AMPLIFICATION AND LICENSING:

Electricity is available at most designated event locations. The Facilities and Maintenance Division can assist with your electrical needs. Please request a walk-through to ensure the City can accommodate your needs.

Noise generated by special events must meet the conditions outlined in the Ketchum Municipal Code, Section 9, chapter 08.040, Loud or Unnecessary Noises.

Zone	10 p.m. to 7:30 a.m.	7:30 a.m. to 7 p.m.	7 p.m. to 10 p.m.
LR, LR-1, LR-2, GR-L, GR-H, T, T-3000, T-4000	50 dBA	90 dBA	55 dBA
MH, STO-4, STO-1, STO-H, RU, AF, FP, A, ADU, AHO	50 dBA	90 dBA	55 dBA
CC	60 dBA	90 dBA	65 dBA
LI-1, LI-2, LI-3	70 dBA	90 dBA	75 dBA

The City of Ketchum is licensed with three major performing rights organizations; ASCAP, BMI and SESAC. Anyone playing live or prerecorded music on Ketchum's public property is required to pay a license fee of \$10.00 to be covered under Ketchum's license. The fee may be waived for applicants showing proof of license with the appropriate organization or by certifying that all music played or performed is original and free of licensing requirements.

Do you have electrical needs? Yes* No

* The Facilities and Maintenance Division will assist with the request based upon availability. Please note that some areas do not have electricity access.

Will your event have amplified sound? Yes* No

*Please review approved noise levels stated in guidelines.

Will live or prerecorded music be played? Yes* No

*Licensing fee of \$10.00 is required. Fee may be waived for applicants showing proof of license with the appropriate organization or by certifying that any and all music played or performed is original and free of licensing requirements.

TRASH AND RECYCLING:

The trash receptacles located on public property, including city parks and Town Square, and public restrooms should not be included in the waste removal plan.

As an event organizer, you are responsible for the waste generated by your participants, spectators, and vendors, as well as the associated costs of disposal. All designated staff and volunteers for trash and recycling management during and after your event must wear identifiable clothing, such as t-shirts of a similar color labeled event management. For assistance in estimating your dumpster and recycling needs, contact the Environmental Resource Center (recycling) and Clear Creek Disposal or Independent Rubbish Service (trash).

Applicants are responsible for cleaning during and after the event and restoring the site immediately following the event. Please pick up all trash associated with your event including but not limited to paper, bottles, cans, signs, course markings, etc. **All city trash cans must also be left empty.** The cost of any employee overtime incurred because of an applicant's failure to clean/restore the site following the event, which exceeds the applicant's \$250 deposit, will be borne by the applicant and will be considered in future application requests. If you believe that no litter will be generated during your event, please state this in your plan.

City requires all special events to strive to be sustainable in our community and for our environment. We have partnered with ERC to offer opportunities to help your special event to be as "green" as possible. The City requires a plan for collection and removal of recyclable materials during and after event. Recycling receptacles located in the City's parks and public right of ways and public restrooms should not be included in the recycling collection and removal plan. See contacts listed above for assistance in formulating your recycling plan. Applicants are responsible for cleaning and restoring the site immediately following the event. If you believe that no recyclable materials will be generated during your event, please state this in your plan.

Have you contracted for trash dumpster(s)? Yes No USING STARBUCKS

How many? What size?

Have you contracted for recycling dumpster(s)? Yes No

How many? What size?

If you need assistance with calculations for trash and recycling dumpsters, please contact Environmental Resource Center for recycling information and Clear Creek Disposal or Independent Rubbish Service for waste disposal information.

If you marked "no," describe how you will handle trash and recycling materials at the end of your event.

OUR STAFF & WATER CLUB WILL MANAGE

Name of person supervising trash and recycling: GEEGEE LOWE

Cell Phone: (See above) Email:

How many staff and volunteers will be managing trash and recycling? **2**

How will staff and volunteers manage trash and recycling during and after the event? (ex.: 2 staff dedicated to monitoring containers, all staff members making a sweep through premises after event ends) **2-4**

CONCESSIONS:
 The City of Ketchum's Resolution 19-013 prohibits the sale and distribution of single-use plastic water bottles, plastic straws, plastic bags, or to-go food containers made of plastic or Styrofoam at all city-owned properties and facilities and city events. The Applicant is responsible to ensure vendors do not distribute these items on City property. Applicant shall take all measures necessary to comply with applicable alcohol dispensing laws and regulations, including the prevention of sales to and consumption by minors and the prohibition of consumption off the authorized premises. All ID's must be checked, and ID bracelet system may be required. Sales tax permits are required for all vendor sales. Catering permits are required for sales of food and alcoholic beverages. These permits are not included in the special event application. Permit applications can be accessed at www.ketchumidaho.org/forms or from the City Clerk office at City Hall. Please contact South Central Public Health District at 208-788-4335 information on requirements for food vendors.

Will any of the following be served at your event:

- Alcoholic Beverages Food Merchandise

All vendors should collect state and local sales tax. Vendors serving alcoholic beverages and food must hold a Catering Permit. Sales Tax information and Catering Permits can be obtained from the City Clerk office. **A LIST OF VENDORS PARTICIPATING IN YOUR EVENT MUST BE ATTACHED TO THIS APPLICATION OR SUBMITTED TEN (10) DAYS PRIOR TO EVENT. SALE AND DISTRIBUTION OF SINGLE-USE PLASTIC WATER BOTTLES, PLASTIC STRAWS, PLASTIC BAGS, AND TO-GO FOOD CONTAINERS MADE OF PLASTIC OR STYROFOAM IS PROHIBITED AT ALL CITY-OWNED PROPERTIES, CITY-OWNED FACILITIES AND CITY EVENTS. (Resolution 19-013)**
LIST WILL BE EMAILED

BANNERS:
 If you would like to reserve space for an over the road banner, please submit complete application to the Special Events Manager. Application can be found here: www.ketchumidaho.org/forms

BUSINESS AND/OR PROPERTY OWNER NOTIFICATION

- Please start the notification process within five (5) days of the city deeming your application complete.
 - Special events are required to notify businesses and/or property owners of the date, time, venue, and purpose of event within five (5) days of city receipt of the special event application. Written notice shall be emailed, mailed or hand-delivered to property owners and businesses adjoining the proposed venue. City staff will provide the list and available contact information. Property owners and businesses have seven (7) days in which to submit comments regarding the proposed special event to the city.
 - For all events, City staff may elect to provide additional noticing based on the size, location, and scope of the event. Additional noticing may include, but is not limited to, newspaper advertisements and physical mailing to adjacent property owners or business owners. (Ord. 1151, 2015)
 - Producer is required to submit acknowledgements of notices to the city, from businesses and property owners adjoining the proposed venue and additional noticing that may be required, within 15 days of the city's certification of a complete application. This may be done by providing an email response or a written signature response from the recipient.
- *For events with amplified sound, producer must notice businesses and property owners in a 250-foot radius of the event location. Contact list will be provided by the city. Those businesses and properties owners outside of the adjacent and required additional notice locations may receive their notification via U.S. Postal Service. Producer must provide the city with certification that those notices have been mailed.

BUSINESS AND/OR PROPERTY OWNER NOTIFICATION

City Staff may require additional noticing based on the size, location, and scope of the event. Additional noticing may include, but is not limited to, newspaper advertisements and physical mailing to adjacent property owners or business owners. (Ord. 1151,2015)

INSURANCE REQUIREMENTS

Attach a certificate of public liability insurance pursuant to the following requirements of Title 12, Chapter 12.32 of the Ketchum Municipal Code. Every applicant, at its sole cost and expense, shall obtain and maintain in full force and effect throughout the entire term of the licensed special event public liability insurance in the amount of one million dollars (\$1,000,000.00) per person and one million dollars (\$1,000,000.00) per accident. In addition, every applicant, at its sole cost and expense, shall obtain and maintain public liability insurance for property damage in the amount of one million dollars (\$1,000,000.00). Certificates of such insurance shall be filed concurrently with the application for the special event and will include an endorsement stating that the City of Ketchum is named as an additional insured and that said insurance will not be canceled or altered by the insurance company or applicant without ten (10) days prior written notice of such intended alteration or cancellation to the City. Current certificates of such insurance shall be always kept on file during the term of the special event. (Ord. 669 § 7, 1995)

SIGNIFICANT EVENT CHANGES

Has this event been approved in the City of Ketchum in previous years? Yes* No

*If yes, please indicate any significant changes to the event request since its last approval:
NONE

HAVE YOU ATTACHED OR OBTAINED THE FOLLOWING?

<input type="checkbox"/> Payment & Deposit	<input checked="" type="checkbox"/> Proof of Insurance	<input type="checkbox"/> Temporary Traffic Control Plan
<input checked="" type="checkbox"/> Site Plan	<input type="checkbox"/> ITD Permit	<input checked="" type="checkbox"/> Alcohol Beverage Catering Permit
<input checked="" type="checkbox"/> City Sales Tax Permit <i>1396</i>	<input type="checkbox"/> Notification Form	<input checked="" type="checkbox"/> Health Department Permit
<input checked="" type="checkbox"/> Vendor List	<input type="checkbox"/> Proof of Music License	<input type="checkbox"/> Other

It is the applicant's responsibility to contact agencies outside of Ketchum that may be involved in the permit, inspection, sales, convenience, or assistance process connected with your event. Those agencies may include but are not limited to the Idaho Power Company, Intermountain Gas, Idaho Alcohol Beverage Control Board, Idaho Highway Patrol and Blaine County Recreation District (a separate permit is required for use of any portion of the Wood River Trail System).

AUTHORIZATION OF APPLICANT

I have reviewed the completed application and know the contents thereof to be true. I represent and warrant that I have the lawful authority and authorization to execute this application and attached indemnity agreement, for and on behalf of the entity applying for the special event license. I have reviewed the conditions of the Ketchum Municipal Code, Title 12, Chapter 12.32 and do hereby agree to the terms set forth therein. Furthermore, I acknowledge that if I fail to so comply with the criteria and conditions set forth in Title 12, Chapter 12.32, my special event license will be revoked.

Pursuant to Resolution No. 08-123, any direct costs incurred by the city of Ketchum to review this application will be the responsibility of the applicant. Costs include but are not limited to engineer review, noticing, and copying costs associated with the application. The city will require a retainer to be paid by the applicant at the time of application submittal to cover said associated costs. Following a decision or other closure of an application, the applicant will either be reimbursed for unexpended funds or billed for additional costs incurred by the city.

Signature of Applicant: *Shirita Kelley* Date: *2/12/2024*

LICENSE FEES		
Event Category	Event Fees	Amount or N/A
Application Fee	\$100, \$400 or \$800	\$ 800.-
Road Closure Fee	\$100 or \$500	\$ 100.-
Park Reservation Fee (per day)	\$160 or \$320	\$ NC
Facility Fee (per day)	\$150 or N/A	\$ 150.-
Music License Fee	\$10 or attach proof of licensure	\$ 10.-
Deposit	\$250 (Street Party / Small Event) \$500 (Medium / Large Events)	\$ 250.-
	TOTAL FEES	\$ 1060.- + 250.-

DRAWING OF SITE. MAP SHOULD PROVIDE ALL DETAILS.

Show location of alcohol service, location in relation to streets and sidewalks, and area measured in feet.

See attached

The sponsored event will be open to the named organization(s), group(s), or person(s) and guests for a period stated in the Official Use Only box below. Days, not to exceed five (5) consecutive days, require a fee of twenty dollars \$20.00 per day. Unless licensee is disqualified, approval of this permit does certify that the licensee is entitled to hold and use this permit at the above designated location and is subject to provision of Idaho Code §23.

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

Signature of Authorized Representative

Date

OFFICIAL USE ONLY		
Date Received:	Fee Paid:	By:
Permit Number:	Days:	
Police Approved/Denied Date (circle one):	By:	
Conditions:		
Fire Approved/Denied Date (circle one):	By:	
Conditions:		
City Clerk Signature:	Date:	

AFFIDAVIT

This affidavit certifies that the TRAILING OF THE SHEEP FESTIVAL special event taking place at TOWN SQUARE on 10/6 meets the following description of a special event as defined in Ketchum Municipal Code Chapter 12.32.010 Definitions.

Special event: The temporary use of public property, including streets, parking lots, parks and waterways, for the purpose of conducting certain public events such as, but not limited to, art shows, music concerts, fundraising events, amusement attractions, circuses, carnivals, rodeos, craft fairs, sporting events, contests, dances, tournaments, walkathons, marathons, races, exhibitions or related activities. In addition, a "special event" is any public event which could reasonably be interpreted to cause significant public impact via disturbance, crowd, traffic/parking or disruption of the normal routine of the community or affected neighborhood.

This affidavit further certifies that the following documents will be provided to complete the application no later than 10 (ten) days prior to the event or on _____. Please check all that apply.

- Site Plan
- Certificate of Insurance
- ITD Permit
- Temporary Traffic Control Plan (TTCP)

Sheila Kelley
Event Organizer's Name

SHEILA KELLEY
Event Organizer's Name

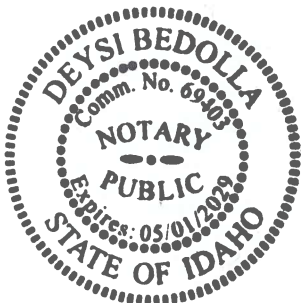
TRAILING OF THE SHEEP
Organization or Business Name

2/12/2024
Date

NOTARY ACKNOWLEDGEMENT

On this 12 day of February, 2024, before me, Deysi Bedolla, personally appeared SHEILA KELLEY, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Affidavit, and, being first duly sworn on oath according to law, deposes and says he/she has read the forgoing Affidavit subscribed by him/her, and that the matter stated herein are true best of his/her information, knowledge and belief.

Official seal:



Deysi Bedolla
Notary Public

609 S. Main St. Hailey ID 83333
Address:

My Commission expires: 05/01/29

INDEMNIFICATION AGREEMENT

In connection with sponsoring the event described in the attached application, a "Special Event" to be held in Ketchum, and as a condition of obtaining a license therefore, TRAINING OF THE SHEEP / SHEILA KELLEY, (hereafter referred to as "Applicant"), agrees that Applicant shall indemnify and save and hold harmless the City of Ketchum, (hereafter referred to as "City"), City officials, agents and employees from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by Applicant, its servants, agents, employees, guests, and business invitees and not caused by or arising out of the tortuous conduct of City or its officials, agents or employees. In addition, Applicant shall maintain and specifically agrees that it will maintain, throughout the course of the "Special Event" liability insurance in which City shall be named insured in the minimum amount as specified in Title 12, Chapter 12.32. The limits of insurance shall not be deemed a limitation of the covenants to indemnify and save and hold harmless City from and for all such losses claims, actions, or judgments for damages or liability to persons or property. Applicant shall provide City with a Certificate of Insurance evidencing Applicant's compliance with the requirements of this paragraph and file such proof of insurance with City Administration.

DATED this 12 day of February, 2024.

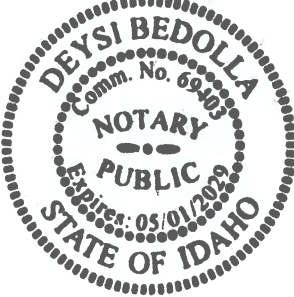
Signature of Applicant: Sheila Kelley

STATE OF IDAHO

County of Blaine

On this 12th day of February, 2024, before me, a Notary Public in and for the State of Idaho, personally appeared Deysi Bedolla, known to me, or proved to me upon satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.

WITNESS my hand and official seal.



Notary Public: Deysi Bedolla
Residing at: Blaine County
Commission expires: 05/01/2029



East Ave Closure

Author: Robert Thatcher
CERT: 216677

Comments:
 *All equipment shall be MUTCD compliant
 *All traffic control shall be managed by a ATSSA certified supervisor
 *All work will be performed during daylight hours
 *A minimum of 12' lane widths shall be maintained



SPEED LIMIT	TAPER LENGTH (L) FEET	ROAD TYPE	DISTANCE BETWEEN SIGNS		
			A	B	C
40 MPH OR LESS	L=WS/60	URBAN (LOW SPEED) <35	100 FT	100 FT	100 FT
	L=WS	URBAN (HIGH SPEED) >35	350 FT	350 FT	350 FT
		RURAL	500 FT	500 FT	500 FT
		EXPRESSWAY/FREEWAY	1000 FT	1500 FT	2640 FT

SUN VALLEY RD

EAST AVENUE

EVENT TENT LOCATIONS AND CLEARANCES

RM = RETAIL MERCHANTS
X = 10' X 10' POP UPS
18 VENDORS
1 BEER & WINE
1 FOOD TRUCK

A = BEER & WINE
G = GARBAGE
Δ = FIRE EXTINGUISHER
R = RECYCLING CONTAINERS

10' X 10' TENT

4TH STE

1/16" = 1'-0"



BUILDING STRUCTURE

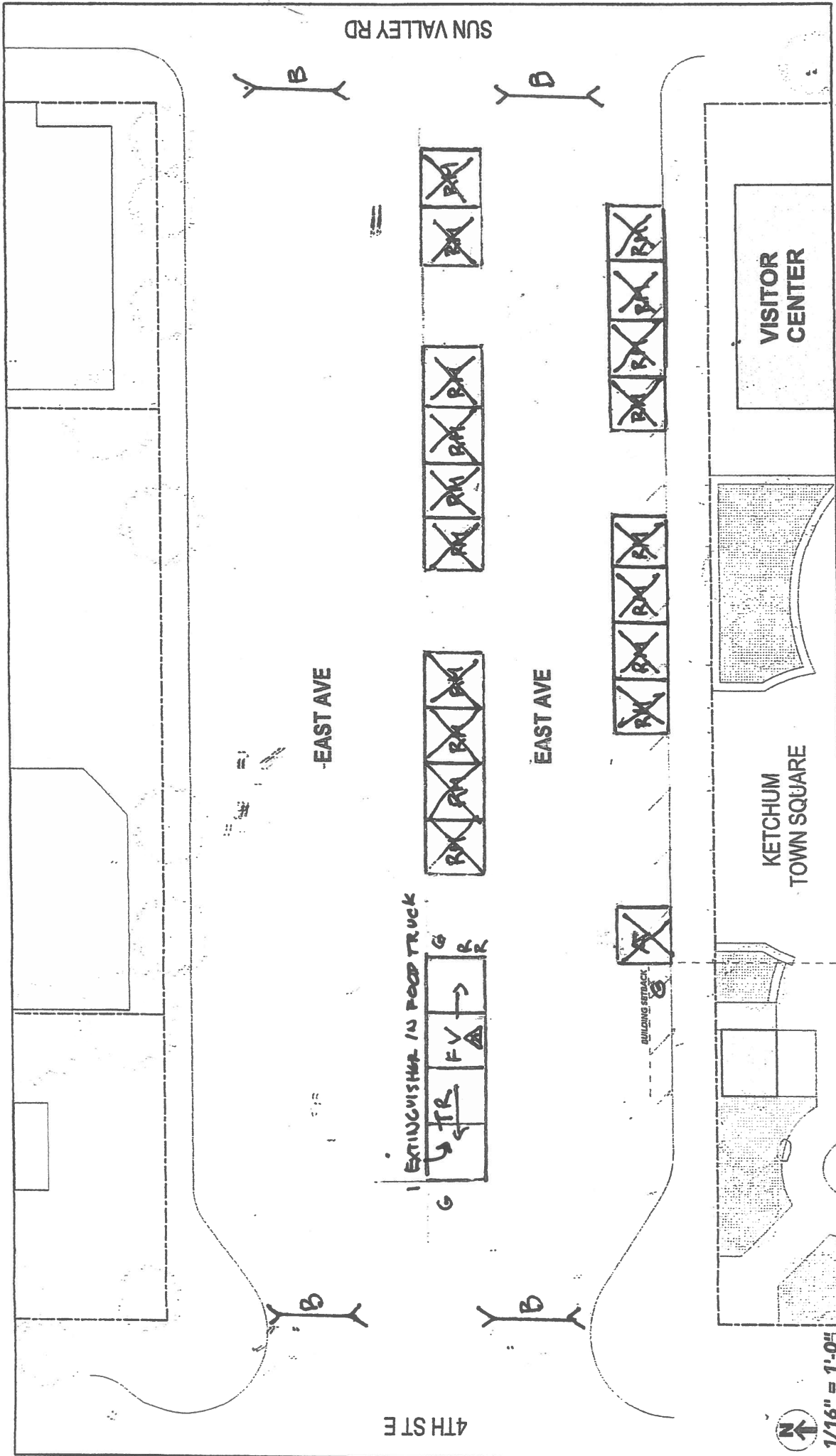
KETCHUM TOWN SQUARE

VISITOR CENTER

EAST AVE

EAST AVE

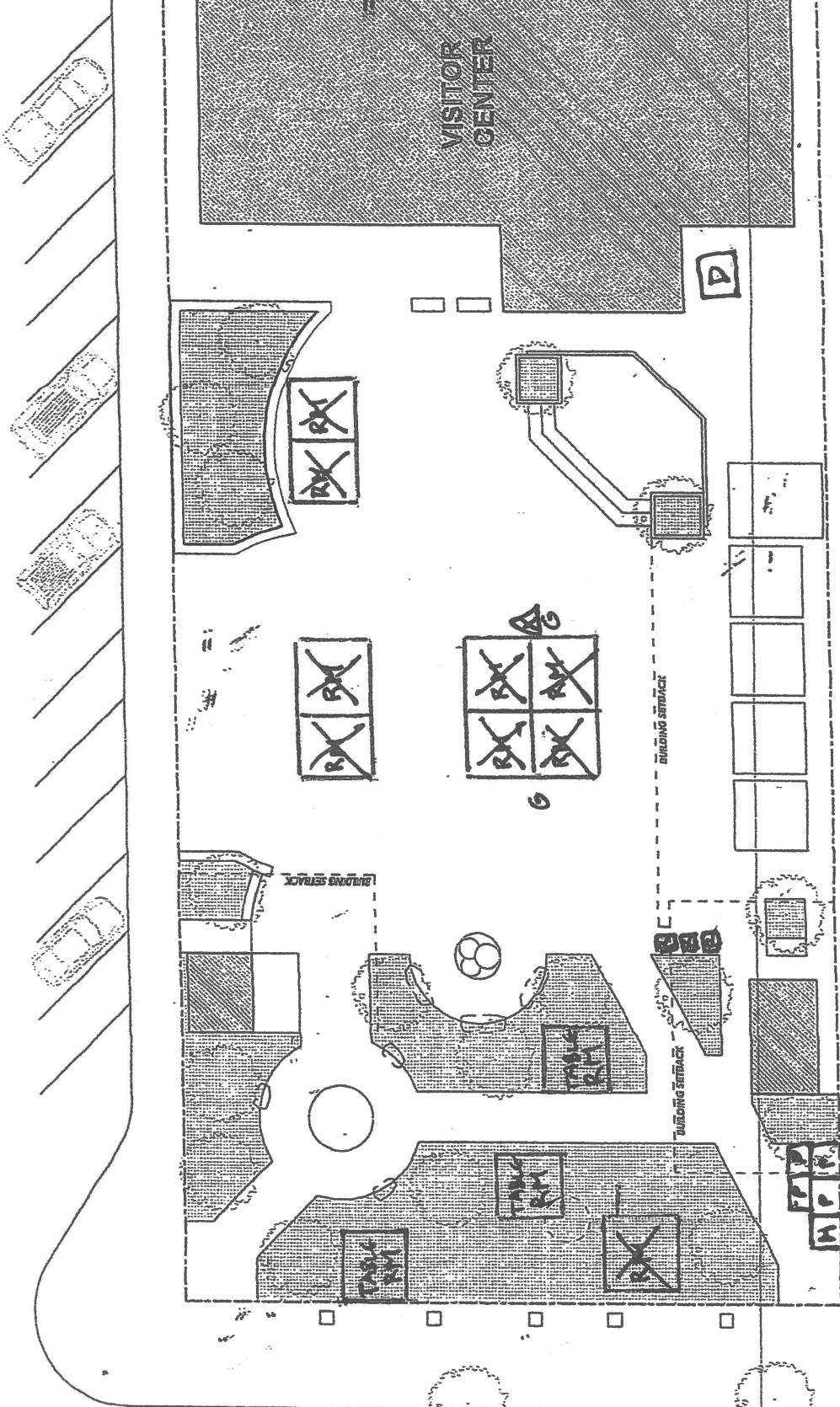
1 EXTINGUISHER IN POP TRUCK



EAST AVE

SUN VALLEY RD

VISITOR CENTER



KETCHUM TOWN SQUARE
EVENT TENT LOCATIONS AND CLEARANCES

D = DUMPSTER
R = RECYCLING
RM = RETAIL MERCHANTS

← EMT ACCESS → ALLEY

- 9- 10' x 10' POP-UPS [X]
- 3- NO POP UP > TABLES ONLY
- [A] = FIRE EXTINGUISHER
- G = GARBAGE CANS
- P = POTATO BOTTLES
- H = HAND SANITIZER STATION

1/16" = 1'-0"



4TH ST



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

"I move to approve the street closure for the Wood River Farmer’s Market’s events taking place each Wednesday from June 12, 2024, through October 9, 2024.

Reasons for Recommendation:

- The city supports community events and opportunities to highlight our culture and history.
- The proposed 4-hour closure of Washington Avenue, between River and First Street (due east of Forest Service Park) each Wednesday from June 12, 2024, through October 9, 2024, will cause minimal traffic disruptions and does not conflict with the Main Street construction detours.
- Their event and requested closure are the same as in years past and are outlined in the Memorandum of Understanding approved by the City Council on March 18, 2024. No issues regarding their past events and closures have been reported.

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

[Empty box for Policy Analysis and Background]

Sustainability Impact:

None OR state impact here: None

Financial Impact:

None OR Adequate funds exist in account:

Attachments:

1. Special event application
2. Temporary Traffic Control Plan
3. Site Plan



OFFICIAL USE ONLY

SPECIAL EVENT LICENSE APPLICATION

GENERAL INFORMATION APPLYING TO ALL EVENTS

Special Event: The temporary use of public property, including streets, parking lots, parks, and waterways, for the purpose of conducting certain public events such as, but not limited to, art shows, music concerts, fundraising events, amusement attractions, circuses, carnivals, rodeos, craft fairs, sporting events, contests, dances, tournaments, walk-a-thons, marathons, races, exhibitions or related activities. In addition, a "special event" is any public event which could reasonably be interpreted to cause significant public impact via disturbance, crowd, traffic/parking, or disruption of the normal routine of the community or affected neighborhood. (Ord. 1131, 2015)

Your event application is due twenty (20) days prior to the event if you are a small event or street party; thirty (30) days prior if you are a medium event; and sixty (60) days prior if you are a large event.
ONLY COMPLETE APPLICATIONS WILL BE ACCEPTED.

Please ensure that your Special Event Application has been approved by the City before you promote, market or advertise your event. Conditional approval may be made after the event organizer submits the application and it is initially screened by City staff. Acceptance of your Special Event Application is neither a guarantee of the date or location nor an automatic approval of your event.

Medium and large events must have a pre-application meeting with the City. It is recommended that all events do a walk-through with City Administration prior to submission of application.

Smoking is prohibited in the following outdoor public places: (Ord. 1105, 2013)

- On any "public property"
- Within twenty (20') feet of all designated bus stops
- On all school property, including public and private elementary, secondary, vocational, and trade schools or colleges
- Within any designated "special event zone," unless the "special event zone" has a designated and delineated smoking area identified in an approved Ketchum special event permit application

All events are required to attend a debrief with City staff within five (5) days following the event.

All fees are non-refundable.

Any violation of the conditions of approval for an event, or the event not operating in the manner identified in the event application, may result in the event being canceled or shut down. In addition, if the event is a reoccurring event, future application may be denied. (Ord. 1131, 2015)

Completed applications can be submitted via email to events@ketchumidaho.org or by mail or hand delivery to City of Ketchum, P.O. Box 2315 | 191 5th St. West, Ketchum, ID 83340.
 If you have questions, please contact Eryn Alvey: events@ketchumidaho.org or 208-727.5077.

WHAT SIZE IS YOUR EVENT?		
<input type="checkbox"/> Street Party (\$100.00) **RESIDENTIAL NEIGHBORHOOD LOCATION ONLY** A special event that requires a one-block street closure, no more than 6-hour road closure, is a single occurrence with anticipated attendance under three hundred (300) people, is self-organized by a local Ketchum organization, its publicity is focused on Wood River Valley residents and businesses, and a limited number of vendors (1 food, 1 beverage, 1 merchandise).	<input type="checkbox"/> Small Event (\$100.00) Special events that do not require a street closure, are a single occurrence, and have an anticipated attendance under one hundred (100) people.	<input type="checkbox"/> Medium Event* (\$400.00) Special events that require a street closure of one day or less; or have an anticipated attendance between one hundred (100) and four hundred (400) people; or a weekly event that takes place up to, but not more than, four (4) consecutive weeks.
<input checked="" type="checkbox"/> Large Event* (\$800.00) Special events requiring a street closure of more than one day; or have an anticipated attendance over four hundred (400) people; or a weekly event that takes place more than four (4) consecutive weeks.		
*City requires pre-application meeting prior to application submittal.		
GENERAL INFORMATION: Please provide a detailed narrative and timeline, including a description of activities to understand the theme, activities, purpose, and benefit of your event to the community. Applicant should provide a good faith estimate of expected number of participants. An alternate location should be listed if your event cannot be accommodated at your requested location. If fees are associated with your event, such as registration or entry fees, you must obtain a sales tax permit. Permit applications can be accessed at www.ketchumidaho.org/forms or at the Ketchum City Hall.		
Event Name: (Wood River Farmers Market Association) Ketchum Farmers Market		Event Date: Wednesdays, June 12-Oct 9
Event Description and Purpose (who is the event supposed to attract, what is the purpose of the event, etc.): A community farmers market where local producers and crafters can sell their goods to local and visiting customers.		
Location of Event: Forest Service Park		Alternate Location:
Expected Number of Participants: 40 vendors, customer count will vary		Admission Fee* (per person): None
*Ticket sales for entry, registration, etc. for events taking place within Ketchum city limits are subject to sales tax.		
Number of Staff Working at Event: 2 WRFMA staff		Number of Volunteers Working at Event: 2-4 per market
EVENT COORDINATION: Visit Sun Valley manages the event schedule for the City of Ketchum and its neighboring cities. Please contact them (info@visitsunvalley.com or 208-726-3423) and make the City aware of events on or around the date of your proposed event.		
Have you contacted Visit Sun Valley for information on events taking place on or around the date of your event?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
List the events taking place on or around the date of your event: We are a reoccurring event so there will be a couple local events that overlap. However, no other local farmers markets occur on this day/time.		
EVENT SCHEDULE: Provide the date and time requested to set up and breakdown your event along with the date/time during which the event will take place.		
Set Up	Date: Wednesdays, June 12-Oct 9th	Time: 9am-12pm
Event Starts	Date: Wednesdays, June 12-Oct 9th	Time: 12pm (noon)
Event Ends	Date: Wednesdays, June 12-Oct 9th	Time: 4 pm
Clean	Date: Wednesdays, June 12-Oct 9th	Time: 4pm-5:30pm

APPLICANT INFORMATION:

The applicant must be the chief person of the organization, or an assigned representative authorized to apply on behalf of the organization and plan the event. This person must be available to work closely with the City throughout the permitting process and event.

On-site contact must be accessible at all times from set-up to breakdown of the event.

If your event has more than one contact, in addition to the applicant, please list their information under "Other Contact."

Organization Name: Wood River Farmers Market Association (WRFMA)		
Are you a non-profit corporation? We are a benefit corporation.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No Have applied for nonprofit, waiting to hear on status of application
Applicant Name: Becky Klimes	Title: WRFMA Board of Directors President	
Organization Address: PO Box 216	State: ID	Zip: 83327
City: Fairfield	Cell: 208-731-5927	
Phone: 208-720-9929	Email: wrfarmersmarket@gmail.com	
On-Site Contact: Carolyn Helmke or Robert Wilkins	Title: Managers	
Address: Same as above	State:	Zip:
City:	Cell:	
Phone: Same as above	Email:	
Emergency Contact:	Cell:	
Phone:	Email:	
Other Contact (such as media, professional event organizer, event service provider or commercial fundraiser hired for this event):		

USE OF CITY FACILITIES, PARKS, AND STREETS:

If you are requesting the use of a public park, the City will assist with your park reservation. City will advise if applicant will be responsible for production, posting and removal of required signage, such as "No Parking," etc. As an event organizer, you are required to comply with all City, County, State and Federal Disability Access requirements applicable to your event. All temporary venues, related structures and outdoor sites for special events shall be accessible to persons with disabilities. Disability access includes, but is not limited to, restrooms, clear paths of travel, vendor booth accessibility, building entrances, etc. If your event includes a road closure request, please contact Ben Varner at Mountain Rides at 208-788-7433 **prior to submittal of application** to ensure the closure will not conflict with their bus schedules. Temporary Traffic Control Plans (TTCP) must be prepared by a qualified firm for review by the Director of Streets and Facilities. If your event requires a road closure on Main Street, please contact Deb Pierson at deb.pierson@itd.idaho.gov or 208-886-7839 for permit application.

If you are requesting use of city facilities, parks, or streets, please indicate below:

PARKS AND TOWN SQUARE

<input type="checkbox"/> Atkinson Park	<input checked="" type="checkbox"/> Forest Service Park
<input type="checkbox"/> Rotary Park	<input type="checkbox"/> Lucy Loken Park
<input type="checkbox"/> Other:	<input type="checkbox"/> Town Square
Daily Park Reservation Fees:	<input type="checkbox"/> Up to 100 People (\$160) <input type="checkbox"/> 101 People or More (\$320)

DESIGNATED EVENT LOCATIONS* (\$100.00)

*All other road closures are subject to a \$500 fee and City Council approval. Road closures on Main Street require an Idaho Transportation Department permit.

<input type="checkbox"/> Fourth Street between Leadville and East Avenues	<input type="checkbox"/> First Avenue between River and First Streets
<input type="checkbox"/> First Avenue between Second Street and Sun Valley Road	<input type="checkbox"/> First Avenue between Sun Valley Road and Fourth Street
<input type="checkbox"/> First Avenue between Fifth and Sixth Streets	<input type="checkbox"/> Picabo Street between Gates Road and Ritchie Drive
<input checked="" type="checkbox"/> Washington Avenue between River and First Streets	

Fees for non-designated locations:	Street Party \$100	Medium/Large Events \$500
List dates, times, and location for street closure requests: Every Wednesday (June 12-October 9), we need Washington Ave blocked to parking first thing in the morning or the night before.		
Name of person supervising street closure: Robert Wilkins and Carolyn Helmke (if needed)		
Cell Phone: 208-481-1477 Carolyn, 650-269-5959 Robert		Email: carolyn.helmke@gmail.com
How many staff and volunteers will be managing the street closure? 2-4 depending on day		
How will staff and volunteers manage the street closure? (ex.: 1 staff person at entrance and 1 at exit of road closure to manage vendors, 2 staff people to make sure road closure signage is removed after event ends) If city employees cannot put signage up, then 1-2 market staff to put signage up and take it down when market is over.		
EVENT SITE PLAN:		
To ensure the appropriate review of your event, please submit your site plan including all checklist elements, utilizing indicators listed on application. Omission of any checklist elements constitutes an incomplete application. Your site plan must be scaled to accurately represent the location of ALL tents, vendors, etc. For events that have a route, such as races, please include a route map.		
Site plan locations of all temporary structures and large vehicles must be approved by the City. Written approval is required for obstructions to visibility and access to businesses and property owners surrounding the event.		
Fire hydrants, sidewalk curb breaks used for ADA accessibility and alley entrances may not be blocked at any time.		
City review of your load-in, load-out schedule for all vendors, equipment, etc. is required.		
On a separate piece of paper, provide a Site Plan of the event. Site Plan must be scaled to accurately represent the location of all items listed below (if applicable).		
<input checked="" type="checkbox"/> Alcohol Vendors (A)	<input checked="" type="checkbox"/> Barricades (B)	<input checked="" type="checkbox"/> Beverage Vendors (BV)
<input type="checkbox"/> Bleachers (BL)	<input type="checkbox"/> Electricity/Generator (EL) <small>provided by individual vendors</small>	<input type="checkbox"/> Fire Extinguishers (EX) <small>provided by individual vendors</small>
<input checked="" type="checkbox"/> Fire Lane (FL)	<input type="checkbox"/> First Aid/EMS (FA)	<input checked="" type="checkbox"/> Food Vendors (FV)
<input checked="" type="checkbox"/> Garbage Receptacles (G)	<input type="checkbox"/> Hand Washing Sink (HWS)	<input type="checkbox"/> Portable Toilets (T)
<input checked="" type="checkbox"/> Recycling Receptacles (RR)	<input type="checkbox"/> Retail Merchants (RM)	<input type="checkbox"/> Security (P)
<input checked="" type="checkbox"/> Stages or Amplified Sound (SO)	<input checked="" type="checkbox"/> Tents (X)	<input checked="" type="checkbox"/> Trailers, Vehicles, Storage (TR)
Have you contacted Mountain Rides to advise of the street closure request?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
*NOTE: The State of Idaho adopted the Manual for Uniform Traffic Control Devices (MUTCD) as a minimum standard for traffic control. The city is legally obligated to require a temporary traffic control plan (TTCP) pursuant to MUTCD standards for anyone using the right-of-ways for any purpose, including special events. A TTCP must be submitted for Street Division review. <i>Applications will not be accepted without a TTCP prepared by a qualified firm.</i>		

TEMPORARY STRUCTURES:

All temporary structures are subject to inspection by the city to assure compliance with building and International Fire Code regulations (Ord 1125, 2014)

Tent stakes are not allowed in any City parks, including Town Square. All tents must be weighted down.

All tents having an area more than 200 square feet shall require advance permitting through the Fire Department unless open on all sides. Tents which can hold over 50 or more occupants must provide the Fire Department with a detailed site and floor plan detailing means of egress, seating capacity, location, and type of heating and electrical equipment.

Tents, canopies, or membrane structures shall not be located within 20 feet of lot lines, buildings, other tents, canopies or membrane structures, parked vehicles or internal combustion engines.

Tents must meet the flame propagation performance criteria of NFPA 701.

Combustible materials shall not be located within any tent, canopy, or membrane structure in use for public assembly.

All open flame devices are strictly prohibited within tents unless approved by the fire code official.

Any cooking performed within tents shall require advance approval by the Fire Department.

Will your event have temporary structures, including 10' x 10' pop-up tents? Yes* No

*Describe the size, number, use and assembly and disassembly plan:
35-45 10'X10' canopies. Each individual WRFMA vendor is responsible for supplying their own canopy. They are also individually responsible for set up and take down of the canopies.

TRANSPORTATION AND PARKING:

Parking for event organizers, volunteers, vendors and others associated with the production of the event is restricted to long-term parking areas and may not use 2-hour parking spaces.

Where will you direct event attendees to park vehicles?
Market customers will use the city parking lot on Washington and First Ave.

Will the event provide transportation services to the event? Yes* No

*Describe the transportation services:

CITY SERVICES REQUESTS:

Please let us know what City services you need so that we can help you find a solution.

Police services request for (indicate dates and times needed):
 Security Traffic Control Parking Control Escort N/A

The Chief of Police will determine the number of police officers to staff the event. The Chief of Police also determines if police services will be needed at a special event for public safety concerns. Fees may be associated with the need for additional police services.

Fire/EMS services request (indicate dates and times needed):
 Ambulance Fire Engine N/A

The Fire Chief will determine availability and approval of the request. The Fire Chief also determines if Fire/EMS services will be needed at a special event for public safety concerns. Fees may be associated with the need for Fire/EMS services.

Will your event use city infrastructure such as bathrooms and trash receptacles? Yes* No

*Fees may be associated with the use of city bathrooms and trash receptacles. We will provide our own trash receptacles and need access to the bathrooms at ESP.

PORTABLE RESTROOMS AND HANDWASHING:

Applicant may be required to provide an adequate number of portable restrooms and handwashing stations at the event. The city's public restrooms should not be included in the calculation. Please utilize the Satellite Industries Restroom Calculator at www.satelliteindustries.com/calculator to assist in estimating the needs for your event.

Applicant is responsible for ensuring all equipment is placed where located on site plan.

Restroom Company: N/A
Number of Portable Restrooms: _____ Number of Handwashing Stations: _____
Restroom Drop Off Date: _____ Time: _____
Restroom Pick Up Date: _____ Time: _____

ELECTRICITY, MUSIC AMPLIFICATION AND LICENSING:

Electricity is available at most designated event locations. The Facilities and Maintenance Division can assist with your electrical needs. Please request a walk-through to ensure the City can accommodate your needs.

Noise generated by special events must meet the conditions outlined in the Ketchum Municipal Code, Section 9, chapter 08.040, Loud or Unnecessary Noises.

Zone	10 p.m. to 7:30 a.m.	7:30 a.m. to 7 p.m.	7 p.m. to 10 p.m.
LR, LR-1, LR-2, GR-L, GR-H, T, T-3000, T-4000	50 dBA	90 dBA	55 dBA
MH, STO-4, STO-1, STO-H, RU, AF, FP, A, ADU, AHO	50 dBA	90 dBA	55 dBA
CC	60 dBA	90 dBA	65 dBA
LI-1, LI-2, LI-3	70 dBA	90 dBA	75 dBA

The City of Ketchum is licensed with three major performing rights organizations; ASCAP, BMI and SESAC. Anyone playing live or prerecorded music on Ketchum's public property is required to pay a license fee of \$10.00 to be covered under Ketchum's license. The fee may be waived for applicants showing proof of license with the appropriate organization or by certifying that all music played or performed is original and free of licensing requirements.

Do you have electrical needs? Yes* No

* The Facilities and Maintenance Division will assist with the request based upon availability. Please note that some areas do not have electricity access.

Will your event have amplified sound? Minimal amount & level Yes* No

*Please review approved noise levels stated in guidelines. Most musician will not be amplified, music is small part of our market

Will live or prerecorded music be played? Yes* No

*Licensing fee of \$10.00 is required. Fee may be waived for applicants showing proof of license with the appropriate organization or by certifying that any and all music played or performed is original and free of licensing requirements.

TRASH AND RECYCLING:

The trash receptacles located on public property, including city parks and Town Square, and public restrooms should not be included in the waste removal plan.

As an event organizer, you are responsible for the waste generated by your participants, spectators, and vendors, as well as the associated costs of disposal. All designated staff and volunteers for trash and recycling management during and after your event must wear identifiable clothing, such as t-shirts of a similar color labeled event management. For assistance in estimating your dumpster and recycling needs, contact the Environmental Resource Center (recycling) and Clear Creek Disposal or Independent Rubbish Service (trash).

Applicants are responsible for cleaning during and after the event and restoring the site immediately following the event. Please pick up all trash associated with your event including but not limited to paper, bottles, cans, signs, course markings, etc. **All city trash cans must also be left empty.** The cost of any employee overtime incurred because of an applicant's failure to clean/restore the site following the event, which exceeds the applicant's \$250 deposit, will be borne by the applicant and will be considered in future application requests. If you believe that no litter will be generated during your event, please state this in your plan.

City requires all special events to strive to be sustainable in our community and for our environment. We have partnered with ERC to offer opportunities to help your special event to be as "green" as possible. The City requires a plan for collection and removal of recyclable materials during and after event. Recycling receptacles located in the City's parks and public right of ways and public restrooms should not be included in the recycling collection and removal plan. See contacts listed above for assistance in formulating your recycling plan. Applicants are responsible for cleaning and restoring the site immediately following the event. If you believe that no recyclable materials will be generated during your event, please state this in your plan.

Have you contracted for trash dumpster(s)? Clear Creek Disposal Yes No

How many? 1 What size? 95 gallon

Have you contracted for recycling dumpster(s)? Yes No

How many? 1 What size? cart

If you need assistance with calculations for trash and recycling dumpsters, please contact Environmental Resource Center for recycling information and Clear Creek Disposal or Independent Rubbish Service for waste disposal information.

If you marked "no," describe how you will handle trash and recycling materials at the end of your event.
Individual vendors will also have their own trash cans at their booths. All trash will be removed at the end of market.

Name of person supervising trash and recycling: Carolyn Helmke and Robert Wilkins

Cell Phone: 208-720-9929 Email:

How many staff and volunteers will be managing trash and recycling? 2-4

How will staff and volunteers manage trash and recycling during and after the event? (ex - 2 staff dedicated to monitoring containers, all staff members making a sweep through premises after event ends)

WRFMA staff will monitor city trash cans and be sure they are left empty at the end of each market. Staff and board president will make a sweep through the park to be sure park is left clean.

CONCESSIONS:

The City of Ketchum's Resolution 19-013 prohibits the sale and distribution of single-use plastic water bottles, plastic straws, plastic bags, or to-go food containers made of plastic or Styrofoam at all city-owned properties and facilities and city events. The Applicant is responsible to ensure vendors do not distribute these items on City property. Applicant shall take all measures necessary to comply with applicable alcohol dispensing laws and regulations, including the prevention of sales to and consumption by minors and the prohibition of consumption off the authorized premises. All ID's must be checked, and ID bracelet system may be required. Sales tax permits are required for all vendor sales. Catering permits are required for sales of food and alcoholic beverages. These permits are not included in the special event application. Permit applications can be accessed at www.ketchumidaho.org/forms or from the City Clerk office at City Hall. Please contact South Central Public Health District at 208-788-4335 information on requirements for food vendors.

Will any of the following be served at your event:

Alcoholic Beverages Food Merchandise

All vendors should collect state and local sales tax. Vendors serving alcoholic beverages and food must hold a Catering Permit. Sales Tax information and Catering Permits can be obtained from the City Clerk office. A LIST OF VENDORS PARTICIPATING IN YOUR EVENT MUST BE ATTACHED TO THIS APPLICATION OR SUBMITTED TEN (10) DAYS PRIOR TO EVENT. SALE AND DISTRIBUTION OF SINGLE USE PLASTIC WATER BOTTLES, PLASTIC STRAWS, PLASTIC BAGS, AND TO-GO FOOD CONTAINERS MADE OF PLASTIC OR STYROFOAM IS PROHIBITED AT ALL CITY-OWNED PROPERTIES, CITY-OWNED FACILITIES AND CITY EVENTS. (Resolution 19-013)

BANNERS:

If you would like to reserve space for an over the road banner, please submit complete application to the Special Events Manager.

Application can be found here: www.ketchumidaho.org/forms

BUSINESS AND/OR PROPERTY OWNER NOTIFICATION

- Please start the notification process within five (5) days of the city deeming your application complete.
- Special events are required to notify businesses and/or property owners of the date, time, venue, and purpose of event within five (5) days of city receipt of the special event application. Written notice shall be emailed, mailed or hand-delivered to property owners and businesses adjoining the proposed venue. City staff will provide the list and available contact information. Property owners and businesses have seven (7) days in which to submit comments regarding the proposed special event to the city.
- For all events, City staff may elect to provide additional noticing based on the size, location, and scope of the event. Additional noticing may include, but is not limited to, newspaper advertisements and physical mailing to adjacent property owners or business owners. (Ord. 1151, 2015)
- Producer is required to submit acknowledgements of notices to the city, from businesses and property owners adjoining the proposed venue and additional noticing that may be required, within 15 days of the city's certification of a complete application. This may be done by providing an email response or a written signature response from the recipient.

*For events with amplified sound, producer must notice businesses and property owners in a 250-foot radius of the event location. Contact list will be provided by the city. Those businesses and properties owners outside of the adjacent and required additional notice locations may receive their notification via U.S. Postal Service. Producer must provide the city with certification that those notices have been mailed.

BUSINESS AND/OR PROPERTY OWNER NOTIFICATION

City Staff may require additional noticing based on the size, location, and scope of the event. Additional noticing may include, but is not limited to, newspaper advertisements and physical mailing to adjacent property owners or business owners. (Ord. 1151,2015)

INSURANCE REQUIREMENTS

Attach a certificate of public liability insurance pursuant to the following requirements of Title 12, Chapter 12.32 of the Ketchum Municipal Code. Every applicant, at its sole cost and expense, shall obtain and maintain in full force and effect throughout the entire term of the licensed special event public liability insurance in the amount of one million dollars (\$1,000,000.00) per person and one million dollars (\$1,000,000.00) per accident. In addition, every applicant, at its sole cost and expense, shall obtain and maintain public liability insurance for property damage in the amount of one million dollars (\$1,000,000.00). Certificates of such insurance shall be filed concurrently with the application for the special event and will include an endorsement stating that the City of Ketchum is named as an additional insured and that said insurance will not be canceled or altered by the insurance company or applicant without ten (10) days prior written notice of such intended alteration or cancellation to the City. Current certificates of such insurance shall be always kept on file during the term of the special event. (Ord. 669 § 7, 1995)

SIGNIFICANT EVENT CHANGES

Has this event been approved in the City of Ketchum in previous years? Yes* No

*If yes, please indicate any significant changes to the event request since its last approval:

No significant changes

HAVE YOU ATTACHED OR OBTAINED THE FOLLOWING?

<input checked="" type="checkbox"/> Payment & Deposit	<input checked="" type="checkbox"/> Proof of Insurance	<input type="checkbox"/> Temporary Traffic Control Plan
<input checked="" type="checkbox"/> Site Plan	<input type="checkbox"/> ITD Permit	<input type="checkbox"/> Alcohol Beverage Catering Permit
<input type="checkbox"/> City Sales Tax Permit	<input type="checkbox"/> Notification Form	<input type="checkbox"/> Health Department Permit
<input checked="" type="checkbox"/> Vendor List	<input type="checkbox"/> Proof of Music License	<input type="checkbox"/> Other

It is the applicant's responsibility to contact agencies outside of Ketchum that may be involved in the permit, inspection, sales, convenience, or assistance process connected with your event. Those agencies may include but are not limited to the Idaho Power Company, Intermountain Gas, Idaho Alcohol Beverage Control Board, Idaho Highway Patrol and Blaine County Recreation District (a separate permit is required for use of any portion of the Wood River Trail System).

AUTHORIZATION OF APPLICANT

I have reviewed the completed application and know the contents thereof to be true. I represent and warrant that I have the lawful authority and authorization to execute this application and attached indemnity agreement, for and on behalf of the entity applying for the special event license. I have reviewed the conditions of the Ketchum Municipal Code, Title 12, Chapter 12.32 and do hereby agree to the terms set forth therein. Furthermore, I acknowledge that if I fail to so comply with the criteria and conditions set forth in Title 12, Chapter 12.32, my special event license will be revoked.

Pursuant to Resolution No. 08-123, any direct costs incurred by the city of Ketchum to review this application will be the responsibility of the applicant. Costs include but are not limited to engineer review, noticing, and copying costs associated with the application. The city will require a retainer to be paid by the applicant at the time of application submittal to cover said associated costs. Following a decision or other closure of an application, the applicant will either be reimbursed for unexpended funds or billed for additional costs incurred by the city.

Signature of Applicant: Becky Klimes

Date: 4-9-24

LICENSE FEES		
Event Category	Event Fees	Amount or N/A
Application Fee	\$100, \$400 or \$800	\$ 800
Road Closure Fee	\$100 or \$500	\$ 100 (1st week only)
Park Reservation Fee (per day)	\$160 or \$320	\$ 320 (1st week only)
Facility Fee (per day)	\$150 or N/A	\$ 150 (1st week only)
Music License Fee	\$10 or attach proof of licensure	\$ N/A
Deposit	\$250 (Street Party / Small Event) \$500 (Medium / Large Events)	\$
	TOTAL FEES	\$ 1370.00

17 weeks at 35% of facilities, maintenances,
road closure and park fees (\$199.50/wk) \$3391.50

Total Fees = \$4761.50

INDEMNIFICATION AGREEMENT

In connection with sponsoring the event described in the attached application, a "Special Event" to be held in Ketchum, and as a condition of obtaining a license therefore, Wood River Farmers Market Association, (hereafter referred to as "Applicant"), agrees that Applicant shall indemnify and save and hold harmless the City of Ketchum, (hereafter referred to as "City"), City officials, agents and employees from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by Applicant, its servants, agents, employees, guests, and business invitees and not caused by or arising out of the tortuous conduct of City or its officials, agents or employees. In addition, Applicant shall maintain and specifically agrees that it will maintain, throughout the course of the "Special Event" liability insurance in which City shall be named insured in the minimum amount as specified in Title 12, Chapter 12.32. The limits of insurance shall not be deemed a limitation of the covenants to indemnify and save and hold harmless City from and for all such losses claims, actions, or judgments for damages or liability to persons or property. Applicant shall provide City with a Certificate of Insurance evidencing Applicant's compliance with the requirements of this paragraph and file such proof of insurance with City Administration.

DATED this _____ day of _____, 20_____.

Signature of Applicant: _____

STATE OF IDAHO

County of Blaine

On this _____ day of _____, 20_____, before me, a Notary Public in and for the State of Idaho, personally appeared _____, known to me, or proved to me upon satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.

WITNESS my hand and official seal.

Notary Public: _____

Residing at: _____

Commission expires: _____

AFFIDAVIT

This affidavit certifies that the WRFMA special event taking place at Forest Service Park on Wednesdays June 12-Oct 9 meets the following description of a special event as defined in Ketchum Municipal Code Chapter 12.32.010 Definitions.

Special event: The temporary use of public property, including streets, parking lots, parks and waterways, for the purpose of conducting certain public events such as, but not limited to, art shows, music concerts, fundraising events, amusement attractions, circuses, carnivals, rodeos, craft fairs, sporting events, contests, dances, tournaments, walkathons, marathons, races, exhibitions or related activities. In addition, a "special event" is any public event which could reasonably be interpreted to cause significant public impact via disturbance, crowd, traffic/parking or disruption of the normal routine of the community or affected neighborhood.

This affidavit further certifies that the following documents will be provided to complete the application no later than 10 (ten) days prior to the event or on June 12, 2024 Please check all that apply.

- Site Plan
- Certificate of Insurance
- ITD Permit
- Temporary Traffic Control Plan (TTCP)

Event Organizer's Name

Event Organizer's Name

Wood River Farmers Market Association

Organization or Business Name

Date

NOTARY ACKNOWLEDGEMENT

On this ____ day of _____, 20____, before me, _____, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Affidavit, and, being first duly sworn on oath according to law, deposes and says he/she has read the forgoing Affidavit subscribed by him/her, and that the matter stated herein are true best of his/her information, knowledge and belief.

Official seal:

Notary Public

Address:

My Commission expires: _____

Ketchum Fire Department – Temporary Use Permit Fees

All inspections and fees must be set up and processed through the
Ketchum Fire Department – 208.726.7805

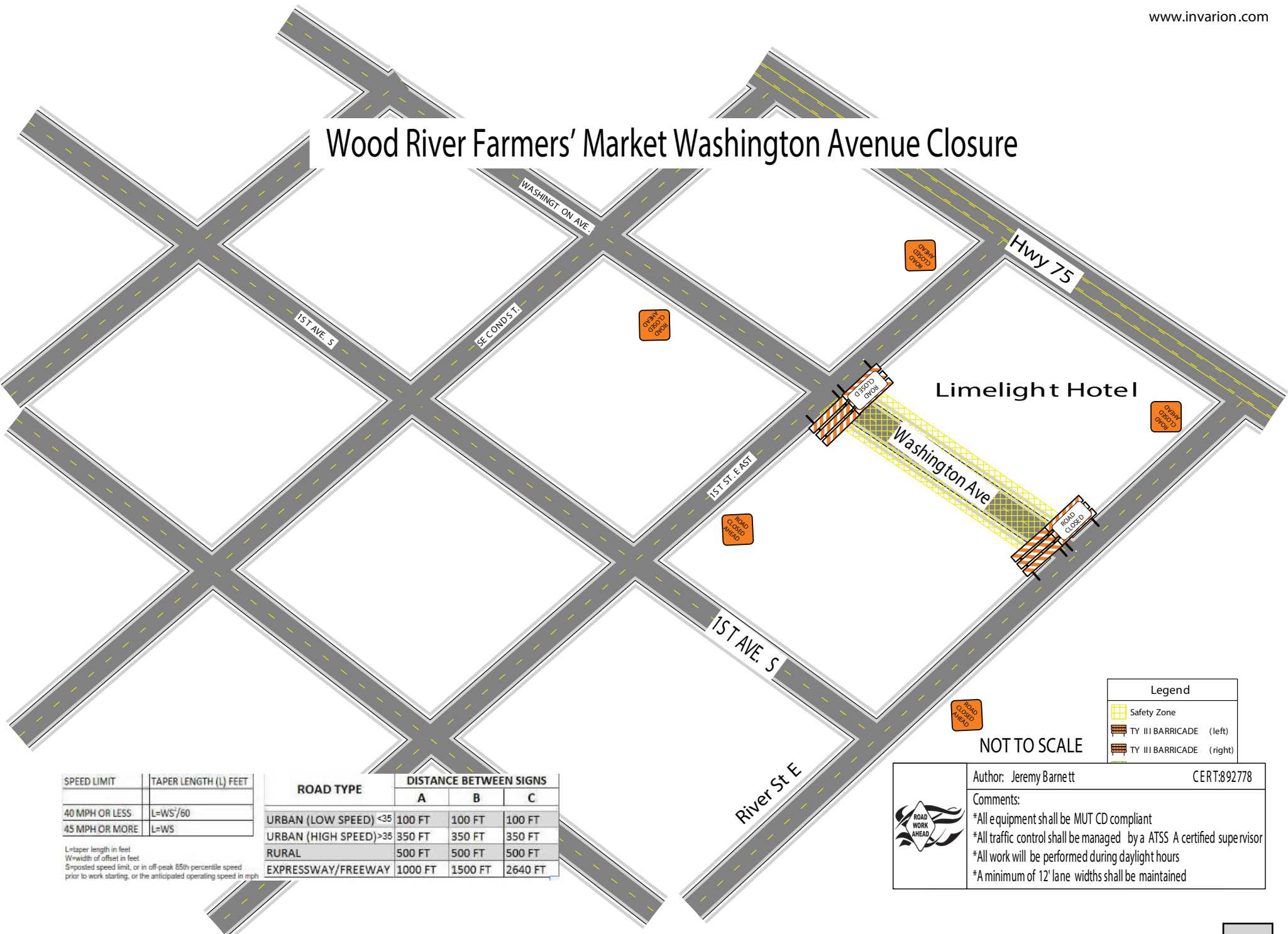
PERMIT(S) ISSUED DIRECTLY FROM THE KETCHUM FIRE DEPARTMENT

Temporary use permit fees include one plan review and one inspection during normal business hours. Expedited plan reviews, additional inspections, inspections outside normal business hours, Firewatch personnel, standby personnel and apparatus require additional fees.

- Open Burning:
 - An operational permit shall be required for the kindling or maintaining of an open fire and is subject to the approval of the Fire Marshall. (\$100.00)

- Temporary Use:
 - Carnival, Fair, Circus, Haunt, or Other Public Special Event – 30 days (\$200.00)
 - Tent or Membrane Structure >400 sq. ft. (\$100.00)
 - Additional tent(s) per event \$50/each
 - Special Event Structure >400 sq. ft. (\$100.00)
 - Outdoor Assembly Event where planned attendance exceeds 1000 persons. (\$200.00)

Wood River Farmers' Market Washington Avenue Closure



SPEED LIMIT	TAPER LENGTH (L) FEET
40 MPH OR LESS	$L=WS/60$
45 MPH OR MORE	$L=WS$

L=taper length in feet
 W=width of offset in feet
 S=posted speed limit, or in off-peak 85th percentile speed prior to work starting, or the anticipated operating speed in mph

ROAD TYPE	DISTANCE BETWEEN SIGNS		
	A	B	C
URBAN (LOW SPEED) <35	100 FT	100 FT	100 FT
URBAN (HIGH SPEED) >35	350 FT	350 FT	350 FT
RURAL	500 FT	500 FT	500 FT
EXPRESSWAY/FREEWAY	1000 FT	1500 FT	2640 FT

Legend	
	Safety Zone
	TY III BARRICADE (left)
	TY III BARRICADE (right)

NOT TO SCALE

	Author: Jeremy Barnett	CERT:892778
	Comments: *All equipment shall be MUT CD compliant *All traffic control shall be managed by a ATSS A certified supervisor *All work will be performed during daylight hours *A minimum of 12' lane widths shall be maintained	



FIRST AVES
UNLOAD/LOAD ZONE
VENDOR

music

West 11th
UNLOAD/LOAD ZONE
VENDOR

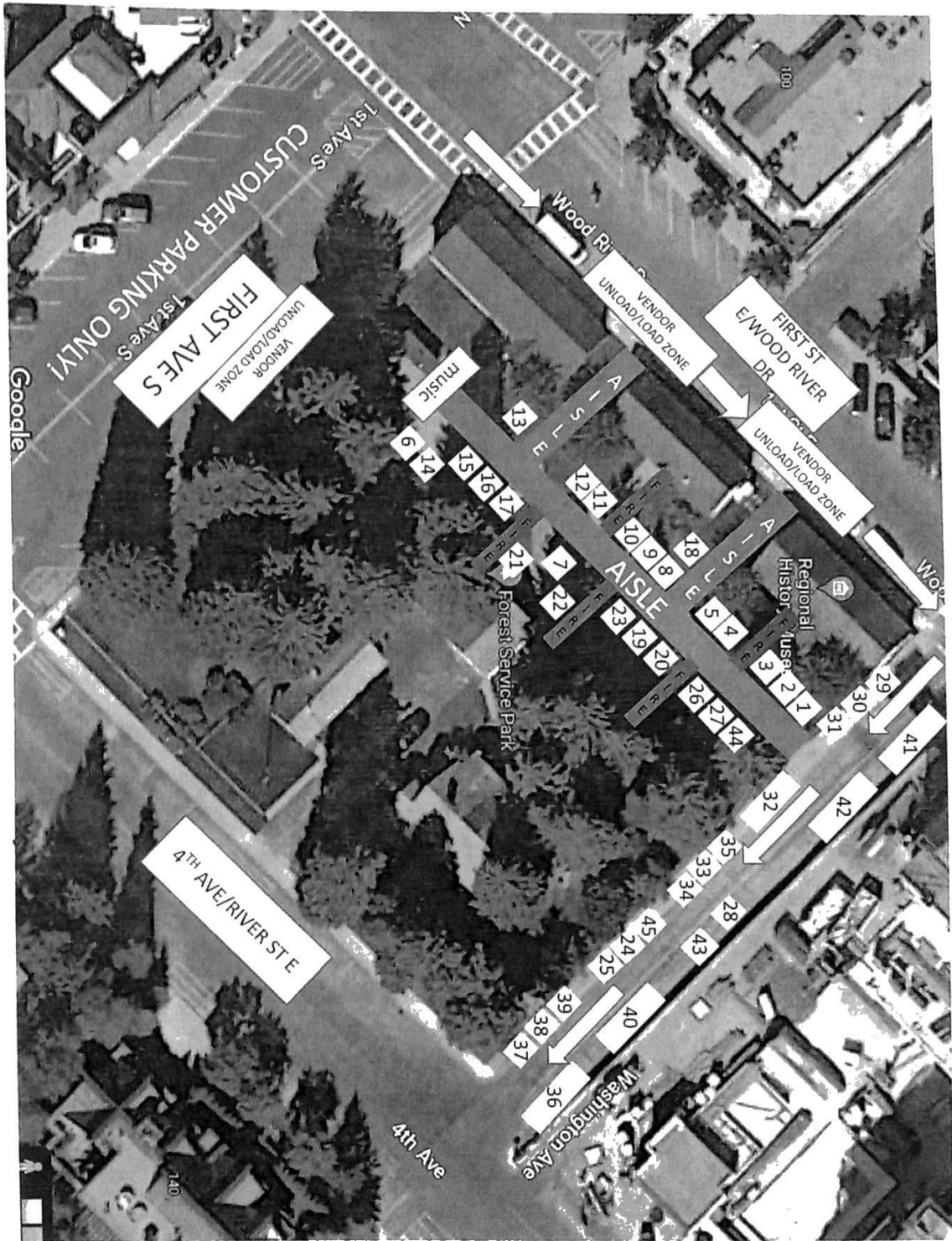
FIRST ST
E/WOOD RIVER
DR

UNLOAD/LOAD ZONE
VENDOR

Forest Service Park

4th AVE/RIVER ST E

Washington Ave





City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

Reasons for Recommendation:

-
-
-

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

Sustainability Impact:

Financial Impact:

Attachments:

-

2. Temporary Traffic Control Plan



OFFICIAL USE ONLY
Event Name
Event Date
Date Received
Fees Paid

SPECIAL EVENT LICENSE APPLICATION

GENERAL INFORMATION APPLYING TO ALL EVENTS

Special Event: The temporary use of public property, including streets, parking lots, parks, and waterways, for the purpose of conducting certain public events such as, but not limited to, art shows, music concerts, fundraising events, amusement attractions, circuses, carnivals, rodeos, craft fairs, sporting events, contests, dances, tournaments, walk-a-thons, marathons, races, exhibitions or related activities. In addition, a “special event” is any public event which could reasonably be interpreted to cause significant public impact via disturbance, crowd, traffic/parking, or disruption of the normal routine of the community or affected neighborhood. (Ord. 1131, 2015)

Your event application is due twenty (20) days prior to the event if you are a small event or street party; thirty (30) days prior if you are a medium event; and sixty (60) days prior if you are a large event.
ONLY COMPLETE APPLICATIONS WILL BE ACCEPTED.

Please ensure that your Special Event Application has been approved by the City before you promote, market or advertise your event. Conditional approval may be made after the event organizer submits the application and it is initially screened by City staff. Acceptance of your Special Event Application is neither a guarantee of the date or location nor an automatic approval of your event.

Medium and large events must have a pre-application meeting with the City. It is recommended that all events do a walk-through with City Administration prior to submission of application.

Smoking is prohibited in the following outdoor public places: (Ord. 1105, 2013)

- On any "public property"
- Within twenty (20') feet of all designated bus stops
- On all school property, including public and private elementary, secondary, vocational, and trade schools or colleges
- Within any designated "special event zone," unless the "special event zone" has a designated and delineated smoking area identified in an approved Ketchum special event permit application

All events are required to attend a debrief with City staff within five (5) days following the event.

All fees are non-refundable.

Any violation of the conditions of approval for an event, or the event not operating in the manner identified in the event application, may result in the event being canceled or shut down. In addition, if the event is a reoccurring event, future application may be denied. (Ord. 1131, 2015)

Completed applications can be submitted via email to events@ketchumidaho.org or by mail or hand delivery to City of Ketchum, P.O. Box 2315 | 191 5th St. West, Ketchum, ID 83340. If you have questions, please contact Eryn Alvey: events@ketchumidaho.org or 208.727.5077.

WHAT SIZE IS YOUR EVENT?			
<input type="checkbox"/> Street Party (\$100.00) A special event that requires a one-block street closure, no more than 6-hour road closure, is a single occurrence with anticipated attendance under three hundred (300) people, is self-organized by a local Ketchum organization, its publicity is focused on Wood River Valley residents and businesses, and a limited number of vendors (1 food, 1 beverage, 1 merchandise).	<input type="checkbox"/> Small Event (\$100.00) Special events that do not require a street closure, are a single occurrence, and have an anticipated attendance under one hundred (100) people.	<input checked="" type="checkbox"/> Medium Event* (\$400.00) Special events that require a street closure of one day or less; or have an anticipated attendance between one hundred (100) and four hundred (400) people; or a weekly event that takes place up to, but not more than, four (4) consecutive weeks.	<input type="checkbox"/> Large Event* (\$800.00) Special events requiring a street closure of more than one day; or have an anticipated attendance over four hundred (400) people; or a weekly event that takes place more than four (4) consecutive weeks.
*City requires pre-application meeting prior to application submittal.			
GENERAL INFORMATION:			
Please provide a detailed narrative and timeline, including a description of activities to understand the theme, activities, purpose, and benefit of your event to the community.			
Applicant should provide a good faith estimate of expected number of participants.			
An alternate location should be listed if your event cannot be accommodated at your requested location.			
If fees are associated with your event, such as registration or entry fees, you must obtain a sales tax permit. Permit applications can be accessed at www.ketchumidaho.org/forms or at Ketchum City Hall.			
Event Name: SVTdF Welcome Breakfast, Sun Valley Tour de Force		Event Date: July 18, 2024	
Event Description and Purpose (who is the event supposed to attract, what is the purpose of the event, etc.): SVTdF Welcome Breakfast & Huckleberry Drive kicks off Sun Valley Tour de Force's three day event weekend on Thursday, July 20th, 2023. The event includes a welcome breakfast at Limelight Hotel patio, followed by a scenic drive to Smiley Creek Lodge. The event is part of 8 events throughout the weekend and raises funds for The Hunger Coalition. The event application concerns road closure of two roads near Limelight Hotel, which will allow staging of 75 participant vehicles. SVTDF will work with City of Ketchum law enforcement partners on safety and traffic control.			
Location of Event: Thursday, July 18th, 2024 7am-11.30am: 1st Ave between River St and 2nd St W (two blocks) 7am-11.30am - Washington Ave between River St and 1st Ave (one block)		Alternate Location: N/A	
Expected Number of Participants: 75 vehicles/150 guests		Admission Fee* (per person) \$150, incl. 1 vehicle + 2 breakfast pass	
*Ticket sales for entry, registration, etc. for events taking place within Ketchum city limits are subject to sales tax.			
Number of Staff Working at Event: 6		Number of Volunteers Working at Event: 12	
EVENT COORDINATION:			
Visit Sun Valley manages the event schedule for the City of Ketchum and its neighboring cities. Please contact them (info@visitsunvalley.com or 208-726-3423) and make the City aware of events on or around the date of your proposed event.			
Have you contacted Visit Sun Valley for information on events taking place on or around the date of your event?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
List the events taking place on or around the date of your event: Writers Conference			
EVENT SCHEDULE:			
Provide the date and time requested to set up and breakdown your event along with the date/time during which the event will take place.			
Set Up	Date: July 18, 2024	Time: 7am	
Event Starts	Date: July 18, 2024	Time: 9am	
Event Ends	Date: July 18, 2024	Time: 11.30am	
Clean	Date: July 18, 2024	Time: 1pm	

Thursday, July 18, 2204
 7am-11.30am: 1st Ave between River St and 2nd St W (two blocks)
 7am-11.30am - Washington Ave between River St and 1st Ave (one block)

APPLICANT INFORMATION:

The applicant must be the chief person of the organization, or an assigned representative authorized to apply on behalf of the organization and plan the event. This person must be available to work closely with the City throughout the permitting process and event.

On-site contact must be accessible at all times from set-up to breakdown of the event.

If your event has more than one contact, in addition to the applicant, please list their information under "Other Contact."

Organization Name: Intrepid Events, Inc. dba Sun Valley Tour de Force			
Are you a non-profit corporation?		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Applicant Name: Maya Blix		Title: Founder/Executive Director	
Organization Address: PO Box 3658			
City: Ketchum		State: ID	Zip: 83340
Phone:		Cell: 208 309 3395	
Email: maya@sunvalleytourdeforce.com			
On-Site Contact: Same as above		Title:	
Address:			
City:		State:	Zip:
Phone:		Cell:	
Email:			
Emergency Contact: Whitney Werth Slade			
Phone:		Cell: 415 595 5662	
Email: whitney@sunvalleytourdeforce.com			
Other Contact (such as media, professional event organizer, event service provider or commercial fundraiser hired for this event):			

USE OF CITY FACILITIES, PARKS, AND STREETS:

If you are requesting the use of a public park, the City will assist with your park reservation.

City will advise if applicant will be responsible for production, posting and removal of required signage, such as "No Parking," etc.

As an event organizer, you are required to comply with all City, County, State and Federal Disability Access requirements applicable to your event. All temporary venues, related structures and outdoor sites for special events shall be accessible to persons with disabilities. Disability access includes but is not limited to, restrooms, clear paths of travel, vendor booth accessibility, building entrances, etc.

If your event includes a road closure request, please contact Ben Varner at Mountain Rides at 208-788-7433 **prior to submittal of application** to ensure the closure will not conflict with their bus schedules.

Temporary Traffic Control Plans (TTCP) must be prepared by a qualified firm for review by the Director of Streets and Facilities.

If your event requires a road closure on Main Street, please contact Deb Pierson at deb.pierson@itd.idaho.gov or 208-886-7839 for permit application.

If you are requesting use of city facilities, parks, or streets, please indicate below:

PARKS AND TOWN SQUARE

<input type="checkbox"/> Atkinson Park	<input type="checkbox"/> Forest Service Park
<input type="checkbox"/> Rotary Park	<input type="checkbox"/> Lucy Loken Park
<input type="checkbox"/> Other:	<input type="checkbox"/> Town Square

Daily Park Reservation Fees: Up to 100 People (\$160) 101 People or More (\$320)

DESIGNATED EVENT LOCATIONS* (\$100)

Second

<input type="checkbox"/> Fourth Street between Leadville and East Avenues	<input checked="" type="checkbox"/> First Avenue between River and First Streets
<input type="checkbox"/> First Avenue between Second Street and Sun Valley Road	<input type="checkbox"/> First Avenue between Sun Valley Road and Fourth Street
<input type="checkbox"/> First Avenue between Fifth and Sixth Streets	<input type="checkbox"/> Picabo Street between Gates Road and Ritchie Drive
<input checked="" type="checkbox"/> Washington Avenue between River and First Streets	

*All other road closures are subject to \$500 fee and City Council approval. Road closures on Main Street require an Idaho Transportation Department permit.

Fees for non-designated locations:	Street Party - \$100	Medium/Large Events - \$500
List dates, times, and location for street closure requests: Please see listed location and event times above		
Name of person supervising street closure: Maya Blix		
Cell Phone: 208 309 3395	Email: maya@sunvalleytourdeforce.com	
How many staff and volunteers will be managing the street closure? 2 Road Work Ahead, 2 staff, 6 volunteers		
How will staff and volunteers manage the street closure? (ex.: 1 staff person at entrance and 1 at exit of road closure to manage vendors, 2 staff people to make sure road closure signage is removed after event ends) 1 volunteer on each end of streets (total 6) 2 staff floating, 2 road work ahead floating		
Have you contacted Mountain Rides to advise of the street closure request?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
*NOTE: The State of Idaho adopted the Manual for Uniform Traffic Control Devices (MUTCD) as a minimum standard for traffic control. The city is legally obligated to require a temporary traffic control plan (TTCP) pursuant to MUTCD standards for anyone using the rights-of-way for any purpose, including special events. A TTCP must be submitted for Street Division review. <i>Applications will not be accepted without a TTCP prepared by a qualified firm.</i>		
Are you requesting camping on public property?	<input type="checkbox"/> Yes*	<input checked="" type="checkbox"/> No
*Camping allowed only with written permission from the city and in association with an approved special event license. STRICT GUIDELINES APPLY		
EVENT SITE PLAN: To ensure the appropriate review of your event, please submit your site plan including all checklist elements, utilizing indicators listed on application. Omission of any checklist elements constitutes an incomplete application. Your site plan must be scaled to accurately represent the location of ALL tents, vendors, etc. For events that have a route, such as races, please include a route map. Site plan locations of all temporary structures and large vehicles must be approved by the City. Written approval is required for obstructions to visibility and access to businesses and property owners surrounding the event. Fire hydrants, sidewalk curb breaks used for ADA accessibility and alley entrances may not be blocked at any time. City review of your load-in, load-out schedule for all vendors, equipment, etc. is required.		
On a separate piece of paper, provide a Site Plan of the event. Site Plan must be scaled to accurately represent the location of all items listed below (if applicable).		
<input type="checkbox"/> Alcohol Vendors (A)	<input checked="" type="checkbox"/> Barricades (B)	<input type="checkbox"/> Beverage Vendors (BV)
<input type="checkbox"/> Bleachers (BL)	<input type="checkbox"/> Electricity/Generator (EL)	<input checked="" type="checkbox"/> Fire Extinguishers (EX)
<input checked="" type="checkbox"/> Fire Lane (FL)	<input type="checkbox"/> First Aid/EMS (FA)	<input type="checkbox"/> Food Vendors (FV)
<input type="checkbox"/> Garbage Receptacles (G)	<input type="checkbox"/> Hand Washing Sink (HWS)	<input type="checkbox"/> Portable Toilets (T)
<input type="checkbox"/> Recycling Receptacles (RR)	<input type="checkbox"/> Retail Merchants (RM)	<input type="checkbox"/> Security (P)
<input type="checkbox"/> Stages or Amplified Sound (SO)	<input type="checkbox"/> Tents (X)	<input checked="" type="checkbox"/> Trailers, Vehicles, Storage (TR)

TEMPORARY STRUCTURES:

All temporary structures are subject to inspection by the city to assure compliance with building and International Fire Code regulations. (Ord. 1125, 2014)

Tent stakes are not allowed in any City parks, including Town Square. All tents must be weighted down.

All tents having an area more than 200 square feet shall require advance permitting through the Fire Department unless open on all sides. Tents which can hold over 50 or more occupants must provide the Fire Department with a detailed site and floor plan detailing means of egress, seating capacity, location, and type of heating and electrical equipment.

Tents, canopies, or membrane structures shall not be located within 20 feet of lot lines, buildings, other tents, canopies or membrane structures, parked vehicles or internal combustion engines.

Tents must meet the flame propagation performance criteria of NFPA 701.

Combustible materials shall not be located within any tent, canopy, or membrane structure in use for public assembly.

All open flame devices are strictly prohibited within tents unless approved by the fire code official.

Any cooking performed within tents shall require advance approval by the Fire Department.

Will your event have temporary structures, including 10' x 10' pop-up tents?	<input type="checkbox"/> Yes*	<input checked="" type="checkbox"/> No
--	-------------------------------	--

*Describe the size, number, use and assembly and disassembly plan:

TRANSPORTATION AND PARKING:

Parking for event organizers, volunteers, vendors and others associated with the production of the event is restricted to long-term parking areas and may not use 2-hour parking spaces.

Where will you direct event attendees to park vehicles?

On the closed roads

Will the event provide transportation services to the event?	<input type="checkbox"/> Yes*	<input checked="" type="checkbox"/> No
--	-------------------------------	--

*Describe the transportation services:

CITY SERVICES REQUESTS:

Please let us know what City services you need so that we can help you find a solution.

Police services request for (indicate dates and times needed):

<input type="checkbox"/> Security	<input checked="" type="checkbox"/> Traffic Control	<input type="checkbox"/> Parking Control	<input checked="" type="checkbox"/> Escort	<input type="checkbox"/> N/A
-----------------------------------	---	--	--	------------------------------

The Chief of Police will determine the number of police officers to staff the event. The Chief of Police also determines if police services will be needed at a special event for public safety concerns. Fees may be associated with the need for additional police services.

Fire/EMS services request (indicate dates and times needed):

<input type="checkbox"/> Ambulance	<input type="checkbox"/> Fire Engine	<input checked="" type="checkbox"/> N/A
------------------------------------	--------------------------------------	---

The Fire Chief will determine availability and approval of the request. The Fire Chief also determines if Fire/EMS services will be needed at a special event for public safety concerns. Fees may be associated with the need for Fire/EMS services.

Will your event use city infrastructure such as bathrooms and trash receptacles?	<input type="checkbox"/> Yes*	<input checked="" type="checkbox"/> No
--	-------------------------------	--

*Fees may be associated with the use of city bathrooms and trash receptacles.

PORTABLE RESTROOMS AND HANDWASHING:

Applicant may be required to provide an adequate number of portable restrooms and handwashing stations at the event. The city's public restrooms should not be included in the calculation. Please utilize the Satellite Industries Restroom Calculator at www.satelliteindustries.com/calculator to assist in estimating the needs for your event.

Applicant is responsible for ensuring all equipment is placed where located on site plan.

Restroom Company:

Number of Portable Restrooms:	Number of Handwashing Stations:
-------------------------------	---------------------------------

Restroom Drop Off	Date:	Time:
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Restroom Pick Up	Date:	Time:
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ELECTRICITY, MUSIC AMPLIFICATION AND LICENSING:

Electricity is available at most designated event locations. The Facilities and Maintenance Division can assist with your electrical needs. Please request a walk-through to ensure the City can accommodate your needs.

Noise generated by special events must meet the conditions outlined in the Ketchum Municipal Code, Section 9, chapter 08.040, Loud or Unnecessary Noises.

Zone	10 p.m. to 7:30 a.m.	7:30 a.m. to 7 p.m.	7 p.m. to 10 p.m.
LR, LR-1, LR-2, GR-L, GR-H, T, T-3000, T-4000	50 dBA	90 dBA	55 dBA
MH, STO-4, STO-1, STO-H, RU, AF, FP, A, ADU, AHO	50 dBA	90 dBA	55 dBA
CC	60 dBA	90 dBA	65 dBA
LI-1, LI-2, LI-3	70 dBA	90 dBA	75 dBA

The City of Ketchum is licensed with three major performing rights organizations; ASCAP, BMI and SESAC. Anyone playing live or prerecorded music on Ketchum’s public property is required to pay a license fee of \$10.00 to be covered under Ketchum’s license. The fee may be waived for applicants showing proof of license with the appropriate organization or by certifying that all music played or performed is original and free of licensing requirements.

Do you have electrical needs? Yes* No

* The Facilities and Maintenance Division will assist with the request based upon availability. Please note that some areas do not have electricity access.

Will your event have amplified sound? Yes* No

*Please review approved noise levels stated in guidelines.

Will live or prerecorded music be played? Yes* No

*Licensing fee of \$10.00 is required. Fee may be waived for applicants showing proof of license with the appropriate organization or by certifying that any and all music played or performed is original and free of licensing requirements.

TRASH AND RECYCLING:

The trash receptacles located on public property, including city parks and Town Square, and public restrooms should not be included in the waste removal plan.

As an event organizer, you are responsible for the waste generated by your participants, spectators, and vendors, as well as the associated costs of disposal. All designated staff and volunteers for trash and recycling management during and after your event must wear identifiable clothing, such as t-shirts of a similar color labeled event management. For assistance in estimating your dumpster and recycling needs, contact the Environmental Resource Center (recycling) and Clear Creek Disposal or Independent Rubbish Service (trash).

Applicants are responsible for cleaning during and after the event and restoring the site immediately following the event. Please pick up all trash associated with your event including but not limited to paper, bottles, cans, signs, course markings, etc. **All city trash cans must also be left empty.** The cost of any employee overtime incurred because of an applicant’s failure to clean/restore the site following the event, which exceeds the applicant’s \$250 deposit, will be borne by the applicant and will be considered in future application requests. If you believe that no litter will be generated during your event, please state this in your plan.

City requires all special events to strive to be sustainable in our community and for our environment. We have partnered with ERC to offer opportunities to help your special event to be as “green” as possible. The City requires a plan for collection and removal of recyclable materials during and after event. Recycling receptacles located in the City’s parks and public right of ways and public restrooms should not be included in the recycling collection and removal plan. See contacts listed above for assistance in formulating your recycling plan. Applicants are responsible for cleaning and restoring the site immediately following the event. If you believe that no recyclable materials will be generated during your event, please state this in your plan.

Have you contracted for trash dumpster(s)? Yes No

How many? _____ What size? _____

Have you contracted for recycling dumpster(s)? Yes No

How many? _____ What size? _____

If you need assistance with calculations for trash and recycling dumpsters, please contact Environmental Resource Center for recycling information and Clear Creek Disposal or Independent Rubbish Service for waste disposal information.

If you marked “no,” describe how you will handle trash and recycling materials at the end of your event.

No recycling or trash needs

Name of person supervising trash and recycling:

Cell Phone: _____ Email: _____

How many staff and volunteers will be managing trash and recycling?

How will staff and volunteers manage trash and recycling during and after the event? (ex.: 2 staff dedicated to monitoring containers, all staff members making a sweep through premises after event ends)

CONCESSIONS:
The City of Ketchum’s Resolution 19-013 prohibits the sale and distribution of single-use plastic water bottles, plastic straws, plastic bags, or to-go food containers made of plastic or Styrofoam at all city-owned properties and facilities and city events. The Applicant is responsible to ensure vendors do not distribute these items on City property.

Applicant shall take all measures necessary to comply with applicable alcohol dispensing laws and regulations, including the prevention of sales to and consumption by minors and the prohibition of consumption off the authorized premises. All ID’s must be checked, and ID bracelet system may be required.

Sales tax permits are required for all vendor sales. Catering permits are required for sale of alcoholic beverages. These permits are not included in the special event application. Permit applications can be accessed at www.ketchumidaho.org/forms or Ketchum City Hall.
Please contact South Central Public Health District at 208-788-4335 information on requirements for food vendors.

Will any of the following be served at your event: Limelight Hotel provides breakfast for our guests at their patio

Alcoholic Beverages Food Merchandise

All vendors should collect state and local sales tax. Vendors serving alcoholic beverages and food must hold a Catering Permit. Sales Tax information and Catering Permits can be obtained from the City Clerk office. **A LIST OF VENDORS PARTICIPATING IN YOUR EVENT MUST BE ATTACHED TO THIS APPLICATION OR SUBMITTED TEN (10) DAYS PRIOR TO EVENT. SALE AND DISTRIBUTION OF SINGLE-USE PLASTIC WATER BOTTLES, PLASTIC STRAWS, PLASTIC BAGS, AND TO-GO FOOD CONTAINERS MADE OF PLASTIC OR STYROFOAM IS PROHIBITED AT ALL CITY-OWNED PROPERTIES, CITY-OWNED FACILITIES AND CITY EVENTS. (Resolution 19-013)**

BANNERS:
If you would like to reserve space for an over the road banner, please submit complete application to the Special Events Manager. Application can be found here: www.ketchumidaho.org/forms

BUSINESS AND/OR PROPERTY OWNER NOTIFICATION

- City staff may require additional noticing based on the size, location, and scope of the event. Additional noticing may include, but is not limited to, newspaper advertisements and physical mailing to adjacent property owners or business owners. (Ord. 1151, 2015)

INSURANCE REQUIREMENTS

Attach a certificate of public liability insurance pursuant to the following requirements of Title 12, Chapter 12.32 of the Ketchum Municipal Code. Every applicant, at its sole cost and expense, shall obtain and maintain in full force and effect throughout the entire term of the licensed special event public liability insurance in the amount of one million dollars (\$1,000,000.00) per person and one million dollars (\$1,000,000.00) per accident. In addition, every applicant, at its sole cost and expense, shall obtain and maintain public liability insurance for property damage in the amount of one million dollars (\$1,000,000.00). Certificates of such insurance shall be filed concurrently with the application for the special event and will include an endorsement stating that the City of Ketchum is named as an additional insured and that said insurance will not be canceled or altered by the insurance company or applicant without ten (10) days prior written notice of such intended alteration or cancellation to the City. Current certificates of such insurance shall be always kept on file during the term of the special event. (Ord. 669 § 7, 1995)

SIGNIFICANT EVENT CHANGES

Has this event been approved in the City of Ketchum in previous years? Yes* No

*If yes, please indicate any significant changes to the event request since its last approval:
No significant changes except for additional street closure

HAVE YOU ATTACHED OR OBTAINED THE FOLLOWING? Text

<input checked="" type="checkbox"/> Payment & Deposit	<input type="checkbox"/> Proof of Insurance	<input checked="" type="checkbox"/> Temporary Traffic Control Plan
<input type="checkbox"/> Site Plan	<input type="checkbox"/> ITD Permit	<input type="checkbox"/> Alcohol Beverage Catering Permit
<input type="checkbox"/> City Sales Tax Permit	<input type="checkbox"/> Notification Form	<input type="checkbox"/> Health Department Permit
<input type="checkbox"/> Vendor List	<input type="checkbox"/> Proof of Music License	<input type="checkbox"/> Other

It is the applicant’s responsibility to contact agencies outside of Ketchum that may be involved in the permit, inspection, sales, convenience, or assistance process connected with your event. Those agencies may include but are not limited to the Idaho Power Company, Intermountain Gas, Idaho Alcohol Beverage Control Board, Idaho Highway Patrol and Blaine County Recreation District (a separate permit is required for use of any portion of the Wood River Trail System).

AUTHORIZATION OF APPLICANT

I have reviewed the completed application and know the contents thereof to be true. I represent and warrant that I have the lawful authority and authorization to execute this application and attached indemnity agreement, for and on behalf of the entity applying for the special event license. I have reviewed the conditions of the Ketchum Municipal Code, Title 12, Chapter 12.32 and do hereby agree to the terms set forth therein. Furthermore, I acknowledge that if I fail to so comply with the criteria and conditions set forth in Title 12, Chapter 12.32, my special event license will be revoked.

Pursuant to Resolution No. 08-123, any direct costs incurred by the city of Ketchum to review this application will be the responsibility of the applicant. Costs include but are not limited to engineer review, noticing, and copying costs associated with the application. The city will require a retainer to be paid by the applicant at the time of application submittal to cover said associated costs. Following a decision or other closure of an application, the applicant will either be reimbursed for unexpended funds or billed for additional costs incurred by the city.

Signature of Applicant: Maya Blix Date: March 1, 2024

LICENSE FEES		
Event Category	Event Fees	Amount or N/A
Application Fee	\$100, \$400 or \$800	\$ 400
Road Closure Fee	\$100 or \$500	\$ 100
Park Reservation Fee (per day)	\$160 or \$320	\$
Facility Fee (per day)	\$150 or N/A	\$
Music License Fee	\$10 or attach proof of licensure	\$
Deposit	\$250 (Street Party / Small Event) \$500 (Medium / Large Events)	\$ 500
	TOTAL FEES	\$ 1000

INDEMNIFICATION AGREEMENT

In connection with sponsoring the event described in the attached application, a "Special Event" to be held in Ketchum, and as a condition of obtaining a license therefore, _____, (hereafter referred to as "Applicant"), agrees that Applicant shall indemnify and save and hold harmless the City of Ketchum, (hereafter referred to as "City"), City officials, agents and employees from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by Applicant, its servants, agents, employees, guests, and business invitees and not caused by or arising out of the tortuous conduct of City or its officials, agents or employees. In addition, Applicant shall maintain and specifically agrees that it will maintain, throughout the course of the "Special Event" liability insurance in which City shall be named insured in the minimum amount as specified in Title 12, Chapter 12.32. The limits of insurance shall not be deemed a limitation of the covenants to indemnify and save and hold harmless City from and for all such losses claims, actions, or judgments for damages or liability to persons or property. Applicant shall provide City with a Certificate of Insurance evidencing Applicant's compliance with the requirements of this paragraph and file such proof of insurance with City Administration.

DATED this _____ day of _____, 20_____.

Signature of Applicant: _____

STATE OF IDAHO

County of Blaine

On this _____ day of _____, 20_____, before me, a Notary Public in and for the State of Idaho, personally appeared _____, known to me, or proved to me upon satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.

WITNESS my hand and official seal.

Notary Public: _____

Residing at: _____

Commission expires: _____

AFFIDAVIT

This affidavit certifies that the _____ special event taking place at _____ on _____ meets the following description of a special event as defined in Ketchum Municipal Code Chapter 12.32.010 Definitions.

Special event: The temporary use of public property, including streets, parking lots, parks and waterways, for the purpose of conducting certain public events such as, but not limited to, art shows, music concerts, fundraising events, amusement attractions, circuses, carnivals, rodeos, craft fairs, sporting events, contests, dances, tournaments, walkathons, marathons, races, exhibitions or related activities. In addition, a "special event" is any public event which could reasonably be interpreted to cause significant public impact via disturbance, crowd, traffic/parking or disruption of the normal routine of the community or affected neighborhood.

This affidavit further certifies that the following documents will be provided to complete the application no later than 10 days prior to the event or on _____. (Please check all that apply)

Site Plan Proof of Insurance ITD Permit Temporary Traffic Control Plan (TTCP)

Event Organizer's Name

Event Organizer's Signature

Organization or Business Name

Date

NOTARY ACKNOWLEDGEMENT

On this ____ day of _____, 20____, before me, _____, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Affidavit, and, being first duly sworn on oath according to law, deposes and says he/she has read the forgoing Affidavit subscribed by him/her, and that the matter stated herein are true best of his/her information, knowledge and belief.

Official seal:

Notary Public

Address:

My Commission expires: _____

Ketchum Fire Department – Temporary Use Permit Fees

All inspections and fees must be set up and processed through the

Ketchum Fire Department – 208.726.7805

PERMIT ISSUED DIRECTLY FROM KETCHUM FIRE DEPARTMENT

Temporary use permit fees include one plan review and one inspection conducted during normal business hours. Expedited plan reviews, additional inspections, inspection outside normal business hours, Firewatch personnel, standby personnel and apparatus require additional fees.

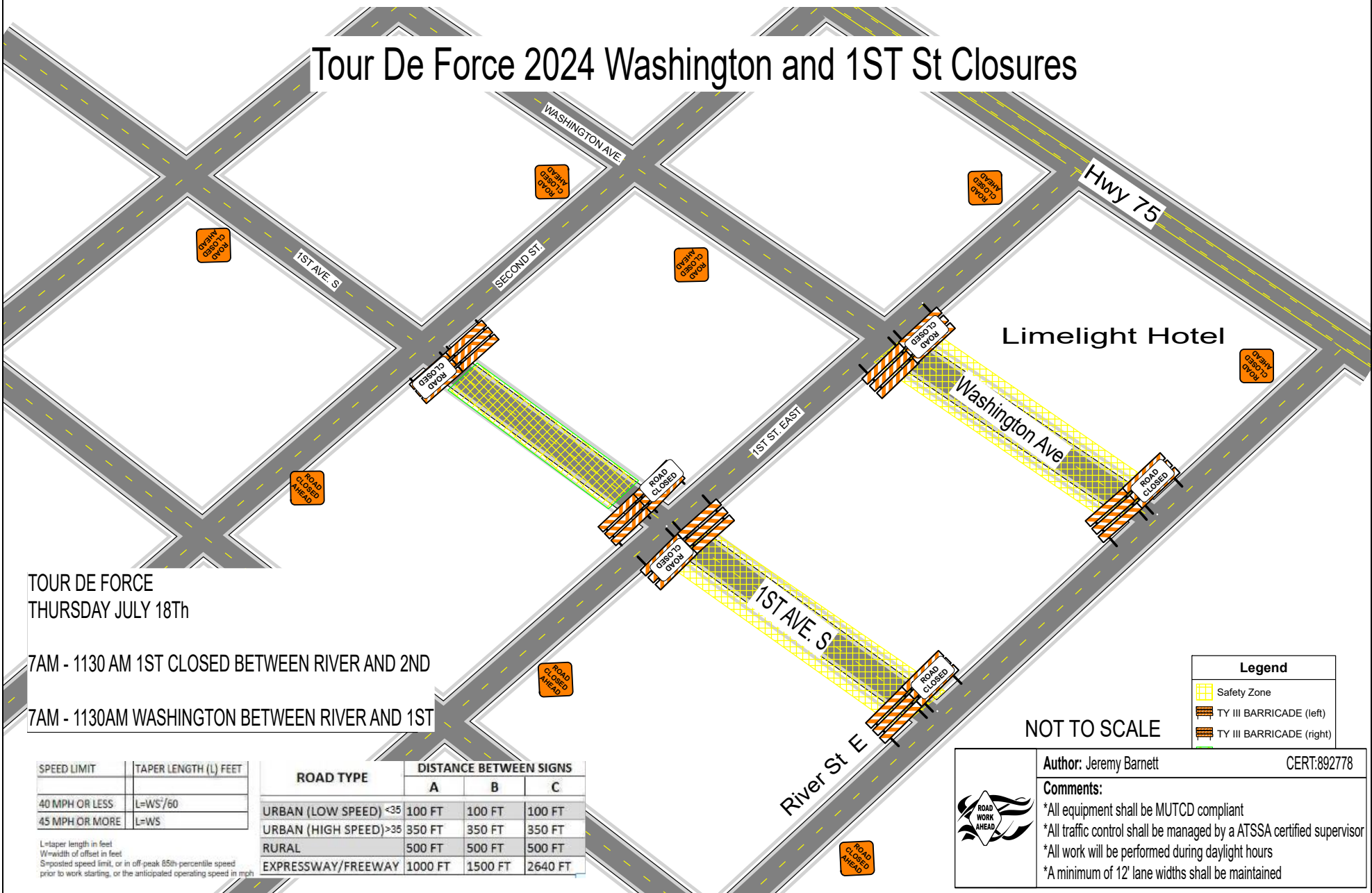
Open Burning – An operational permit shall be required for the kindling or maintaining of an open fire and is subject to the approval by the Fire Marshall. (\$100.00)

Temporary Use

- Carnival, Fair, Circus, Haunt, or other Public Special Event – 30 days (\$200.00)

- Tent or Membrane Structure >400 sq. ft. (\$100.00)
 - Additional tent(s) per event \$50/each
- Special Event Structure >400 sq. ft. (\$100.00)
- Outdoor Assembly Event where planned attendance exceeds 1000 persons. (\$200.00)

Tour De Force 2024 Washington and 1ST St Closures



TOUR DE FORCE
THURSDAY JULY 18th

7AM - 1130 AM 1ST CLOSED BETWEEN RIVER AND 2ND

7AM - 1130AM WASHINGTON BETWEEN RIVER AND 1ST

SPEED LIMIT	TAPER LENGTH (L) FEET	ROAD TYPE	DISTANCE BETWEEN SIGNS		
			A	B	C
40 MPH OR LESS	$L=WS/60$	URBAN (LOW SPEED) <35	100 FT	100 FT	100 FT
45 MPH OR MORE	$L=WS$	URBAN (HIGH SPEED) >35	350 FT	350 FT	350 FT
		RURAL	500 FT	500 FT	500 FT
		EXPRESSWAY/FREEWAY	1000 FT	1500 FT	2640 FT

L=taper length in feet
W=width of offset in feet
S=posted speed limit, or in off-peak 85th percentile speed prior to work starting, or the anticipated operating speed in mph

Legend	
	Safety Zone
	TY III BARRICADE (left)
	TY III BARRICADE (right)

NOT TO SCALE

	Author: Jeremy Barnett	CERT:892778
	Comments: *All equipment shall be MUTCD compliant *All traffic control shall be managed by a ATSSA certified supervisor *All work will be performed during daylight hours *A minimum of 12' lane widths shall be maintained	



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: June 3, 2024 Staff Member/Dept: Paige Nied, Associate Planner Planning and Building Department

Agenda Item: Recommendation to Approve Amended FAR Exceedance Agreement #22878A between the City of Ketchum and Acquire Realty LLC.

Recommended Motion:

I move to authorize the Mayor to sign Amended FAR Exceedance Agreement #22878A with Acquire Realty LLC.

Reasons for Recommendation:

- The FAR Exceedance Agreement #22878 for Leadville Trading was reviewed and approved by City Council on August 21, 2023.
A building permit (File No. B23-074/23-KET-00024) was issued for the Leadville Trading project on August 22, 2023. The applicant submitted a building permit modification on April 22, 2024, requesting an addition of 43 square feet to enclose a bulb-in area on the southwestern wall of the first floor and to add a cold entryway for the front entrance.
The modifications to the approved project plans received administrative design review approval on May 9, 2024. The floor area above 1.0 FAR increased from 629 square feet (1.11 FAR) to 672 square feet (1.12 FAR). The addition in floor area requires an amendment to the FAR Exceedance Agreement for additional community housing in-lieu fees.
Pursuant to Ketchum Municipal Code §17.124.040.B.f, community housing contributions may be paid via a fee in-lieu of housing. The applicant proposes to satisfy the community housing contribution by paying the additional in-lieu fee of \$3,150 for a total in-lieu fee payment of \$51,300. The applicant paid the previous in-lieu fee of \$48,150 prior to building permit issuance.

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

Sustainability Impact:

None.

Financial Impact:

None OR Adequate funds exist in account. The in-lieu fee is deposited into the city's housing in-lieu fund which provides funding for the city's housing programs and initiatives to create workforce housing within the city of Ketchum. Payment of this in-lieu fee will provide needed funding for current and future programs and initiatives.

Attachments:

1. Amended FAR Exceedance Agreement #22878A with exhibits

**FAR EXCEEDANCE
AGREEMENT #22878A**

Parties:

City of Ketchum	"City"	P.O. Box 2315, 191 5 th Street W, Ketchum, Idaho 83340
Acquire Realty LLC	"Developer"	Mailing: 401 E City Avenue SPC 220, Bala Cynwyd, Pennsylvania 19004 Subject Property: 211 N Leadville Avenue (Ketchum Townsite: Block 3: Lot 5)

This amended FAR Exceedance Agreement ("Agreement") is made between the City of Ketchum, a municipal corporation of the state of Idaho ("City"), and Acquire Realty LLC, a limited liability corporation, owner of the subject property and developer of the project ("Developer").

RECITALS

- A. Pursuant to the City's authority under the Idaho Local Land Use Planning Act, the Ketchum Municipal Code ("K.M.C.") Chapter 17.124 provides for certain development standards, including maximum floor area ratio (FAR) standards under K.M.C. 17.124.040 - Floor Area Ratios and Community Housing. These standards are intended to protect the public interest, health, general welfare, and provision of public services. The City has provided options for development proposals to potentially exceed the allowable FAR in exchange for mitigation of the impacts of such larger development, particularly as focused on affordable community and workforce housing. K.M.C. 17.124.040(B).
- B. Litigation was brought challenging the constitutionality and legality of the City's FAR standards in relation to the inclusionary housing incentive under K.M.C. 17.124.040 that was voluntarily dismissed.
- C. The City has adopted Resolution 17-006 which provides for the Parties to proceed with the FAR standards and options under K.M.C. 17.124.040, so long as the Parties voluntarily opt into a FAR Exceedance Agreement, making clear they are voluntarily opting by contract into use of such FAR standards and mitigation measures and are waiving any claims or demands related to any legal challenge to K.M.C. 17.124.040.

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

- 1. **Attestation of Developer.** Developer, by this Agreement, attests that the City has disclosed potential litigation challenging K.M.C. 17.124. Developer desires to voluntarily

proceed on the development proposal, including proposal of exceedance of FAR standards and accompanying mitigation measures, using the approach and standards as set forth in K.M.C. 17.124.

2. **Waiver and Release of Claims.** Developer, by this Agreement, waives and releases any claims, demands, challenges, claims for reimbursement or refund, and/or damages now or in the future deriving from or relying on the outcome of future litigation substantially challenging the validity of K.M.C. 17.124 and its standards. It is Developer's intent to accept and proceed with such standards as outlined in K.M.C. 17.124 for Developer's development plan for purposes of allowable FAR and Developer voluntarily and knowingly accepts the mitigation measures as proposed.
3. **FAR Exceedance Consideration.** In consideration for Developer's attestation and waiver, the City agrees to consider their exceedance proposal and will currently consider and evaluate Developer's proposed FAR exceedance and accompanying mitigation measures within the framework and standards of K.M.C. 17.124.040, attached hereto as Exhibit A and made a part of this Agreement.
4. **Maximum FAR and Mitigation.** The Parties hereby agree to an allowable maximum floor area ratio and accompanying mitigation measures as set forth in Exhibit B, attached hereto and made a part of this Agreement.
5. **Withdrawal.** Developer may withdraw from this Agreement upon thirty days notice to City provided that Developer has not commenced building and has received no benefit from a maximum FAR exceedance. Withdrawal shall cause an immediate reversion to the permitted gross FAR as set forth in Exhibit A: K.M.C. 17.124.040(A) at the time of this Agreement.
6. **Amendments.** This Agreement may not be amended, modified, altered or changed in any respect whatsoever, except by further agreement in writing duly executed by the parties.
7. **No Assignment.** Developer shall not sell, assign, or transfer all or any portion of its interest in this Agreement at any time without consent of the City.
8. **Binding Effect.** This Agreement shall be binding upon the heirs, estates, personal representatives, successors, and assigns of the parties.
9. **Attorney Fees and Costs.** In the event any action is brought to enforce this Agreement, the prevailing party is entitled to an award of reasonable attorney fees and costs.
10. **Notices.** Any notice under this Agreement shall be in writing and shall be treated as duly delivered if the same is personally delivered or deposited in the United States mail,

certified, return receipt requested, postage prepaid, and properly addressed to the contacts as specified at the beginning of this Agreement.

11. **Partial Invalidity.** Whenever possible, each provision of this Agreement shall be interpreted in such a way as to be effective and valid under applicable law. If a provision of this Agreement is prohibited by or invalid under applicable law, it shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

12. **Waiver:** The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power, or privilege under this Agreement or the documents referenced in this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege.

13. **Execution and Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original agreement, but all of which shall be considered one instrument.

DATED THIS ____ DAY OF _____, 2024.

Developer

City of Ketchum, Idaho

Print Name

Neil Bradshaw, Mayor

Mark Dooley, Managing Member for
Acquire Realty, LLC

Attest:

Trent Donat, City Clerk

STATE OF _____)
) ss.
County of _____)

On this ____ day of _____, 2024, before me, the undersigned Notary Public in and for said State, personally appeared MARK DOOLEY, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same.

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

Notary Public for _____
Residing at _____
Commission expires _____

Exhibit B

EXCEEDANCE AGREEMENT COMPLIANCE

PROJECT:	Leadville Trading
APPLICATION FILE NUMBERS:	Design Review (P22-066) Conditional Use Permit (P22-066A) Building Permit (B23-074/23-KET-00024)
OWNER:	Acquire Realty LLC
REPRESENTATIVE:	Lucas Winter, Jarvis Group Architects Janet Jarvis, Jarvis Group Architects
REQUEST:	Amend the Leadville Trading FAR Exceedance Agreement #22878A for the addition of 43 square feet of floor area.
LOCATION:	211 N Leadville Avenue (Ketchum Townsite: Block 3: Lot 5)
ZONING:	Community Core – Subdistrict 2 – Mixed Use (CC-2)
BACKGROUND:	

1. The FAR Exceedance Agreement #22878 for the Leadville Trading project was approved by City Council on August 22, 2023. A building permit was issued for the project on August 22, 2023, for the development of a new 6,133 square foot two story commercial development. Since building permit issuance, the applicant has submitted a building permit modification request which includes the addition of 43 square feet, for a new gross floor area of 6,176 square feet. The floor area above 1.0 FAR has increased from 629 square feet (1.11 FAR) to 672 square feet (1.12 FAR). The increase in floor area requires an amendment to the approved FAR Exceed Agreement for additional community housing in-lieu fees.
2. The site is located at 211 N Leadville Avenue (Ketchum Townsite: Block 3: Lot 5) within the Mixed-Use Subdistrict of the Community Core (CC-2).
3. The subject property has an area of 5,504 square feet.
4. The proposed development has a new total gross floor area of 6,176 square feet.
5. As a condition of Design Review approval, the project shall comply with the requirements of Ketchum City Code §17.124.040, *Floor Area Ratios and Community Housing*, as adopted on the date a Building Permit is submitted for the project.
6. The Planning and Zoning Commission approved the Design Review application (File No. P22-066) and Conditional Use Permit application (File No. P22-066A) on April 11, 2023. The Administrative Design Review application (File No. B23-074) was approved on May 9, 2024.

EXCEEDANCE ANALYSIS

The project shall comply with the requirements of Ketchum City Code § 17.124.040 as adopted on the date a building permit is submitted for the project.

Permitted in Community Core Subdistrict 2 (CC-2)

Permitted Gross FAR: 1.0

Permitted Gross FAR with Inclusionary Housing Incentive: 2.25

Proposed Gross Floor Area: 6,176 gross square feet

Ketchum Townsite Lot Area: 5,504 square feet

FAR Proposed: 1.12 (6,176 gross sq ft/5,504 sq ft lot area)

Increase Above Permitted FAR: 672 square feet

20% of Increase: 134 square feet

Net Livable (15% Reduction): 114 square feet of community housing required

Total Proposed On-site Community Housing Contribution: 0 square feet

Proposed Community Housing In-Lieu Fee: \$51,300 (114 sq ft x \$450/sq ft)

Additional Community Housing In-Lieu Fee Required: \$3,150 (\$51,300 new fee - \$48,150 previously paid)

COMMUNITY HOUSING CONTRIBUTION CONDITIONS

The following conditions apply to the community housing contribution for the development at 211 N Leadville Avenue:

1. The development shall provide a community housing in-lieu fee payment in the amount of \$3,150 for a total in-lieu payment of \$51,300. Fee payment is due after City Council approval of the amended FAR Exceedance Agreement and within 30 days of invoice.
2. If the total gross square footage of the project changes through the course of construction, a revised fee in-lieu may be calculated using the methodology outlined above and approved by the Administrator. Substantial increases or decreases in square footage may require an amendment to this agreement at the discretion of the Administrator.
3. If a Certificate of Occupancy is not issued following payment of the in-lieu fee, a refund of the fee may be issued within a reasonable period of time.



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

Policy Analysis and Background:

- During the most recent Idaho Legislative Session, a bill was passed supporting up to three additional liquor licenses for Resort Cities in restaurants only.
- The law requires each Resort City to pass a resolution which documents they (1) are interested in issuing additional licenses and (2) meet the eligibility requirements outlined in the law.
- The state (Alcohol Beverage Commission – ABC) will issue letters to all those parties currently registered on the pending licenses list to solicit interest in the three new restaurant permits.
- The bill’s passage was a key priority for the Resort Cities Coalition, which was established by the City of Ketchum.

Sustainability Impact:

Financial Impact:

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

Attachments:

CITY OF KETCHUM
RESOLUTION 24-012___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM MAKING CERTAIN FINDINGS AND AUTHORIZING UP TO THREE ADDITIONAL RESORT CITY RESTAURANT LIQUOR LICENSES AS PROVIDED BY IDAHO CODE § 23-903c.

BE IT RESOLVED by the City Council of the City of Ketchum, Blaine County, State of Idaho:

Section 1. Findings

- A. The City of Ketchum qualifies as a resort city as defined in Idaho Code § 50-1044.
- B. Licenses for the retail sale of liquor by the drink are limited to one (1) for each one thousand five hundred (1,500) of population or two for cities with a population of one thousand five hundred (1,500) or less as described in Idaho Code § 23-903.
- C. Senate Bill No. 1381, passed during the recent session of the Legislature, created a new section, Idaho Code § 23-903c, allowing for up to an additional three resort city restaurant liquor licenses within a resort city.
- D. The City’s economic development based on recreation and tourism will be augmented by the additional available resort city restaurant liquor licenses
- E. The City will have the opportunity to distribute the additional liquor licenses for qualifying restaurants as provided for and defined in Idaho Code § 23-903c.

Section 2. Authorizing/Adopting

- 1. The City Council does hereby approve and authorize the application for and issuance of additional resort city restaurant liquor licenses as allowed under Idaho Code § 23-903c.
- 2. The City Council will allow the maximum amount, which is currently three, of additional resort city restaurant liquor licenses provided by Idaho Code § 23-903c.
- 3. The City Council does hereby authorize the Mayor and/or City staff as appropriate to submit this resolution to the Idaho State Police and take other administrative actions as reasonably necessary to effectuate the allocation of resort city liquor licenses to qualifying restaurants as described in Idaho Code § 23-903c.

Section 3. Directing the City Clerk

The City Clerk is hereby directed to file this Resolution forthwith in the official records of this City.

Section 4. Effective Date

This resolution shall be in full force and effect upon its passage.

APPROVED by the Council of the City of Ketchum this ___ day of _____, 2024.

Neil Bradshaw, Mayor

ATTEST

Trent Donat, City Clerk



CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: June 3, 2024 Staff Member/Dept: Abby Rivin, Senior Planner
Planning and Building Department

Agenda Item: Recommendation to hold a public hearing and approve the Norwegian Woods Subdivision Lots 1A, 2A, & 3A Lot Line Shift Application and Adopt the Findings of Fact, Conclusions of Law, and Decision.

Recommended Motion:

“I move to approve the Norwegian Woods Subdivision Lots 1A, 2A, & 3A Lot Line Shift Application and adopt the Findings of Fact, Conclusions of Law, and Decision.”

Reasons for Recommendation:

- The request meets all applicable standards for Readjustment of Lot Lines as specified in the Ketchum Municipal Code’s Subdivision (Title 16) regulations.
- Consistent with KMC §16.04.020, the proposal meets the definition of Readjustment of Lot Lines because: (1) the application proposes to eliminate the existing private driveway easement on lot 3 that benefits lot 2, provide access to lot 2 from Pine Drive through a new mutual reciprocal access easement, shift the common boundary line between lots 1 and 2, and modify the building envelopes on lots 1 and 2, (2) lots 1A and 2A comply with the dimensional standards required in the GR-L Zone and lot 3A complies with the dimensional standards required in the LR Zone, and (3) the proposal does not create additional lots or dwelling units.
- Consistent with KMC §16.04.060.B, the Lot Line Shift Application was transmitted to city departments, including the City Engineer, Fire, Building, Utilities, and Streets departments, for review. All city department comments were addressed and resolved by the applicant on the revised final plat.

Policy Analysis and Background:

Lot Line Shift Application File No. P24-004 proposes modifications to lots 1, 2, and 3 within the Norwegian Woods Subdivision. Lots 1 and 2 are currently undeveloped. The existing improvement on lot 3 is limited to a hammerhead access turnaround that extends from Shady Lane. The proposed modifications include eliminating the existing private driveway easement on lot 3 that benefits lot 2 and providing new access to lot 2 from Pine Drive through a new mutual reciprocal access easement on lot 1. In order to accommodate the new mutual reciprocal access easement, the common boundary line between lots 1 and 2 will shift 4.75 feet to the south and the building envelopes on lots 1 and 2 will be adjusted. The existing hammerhead extending from Shady Lane on lot 3A will continue to serve as a private driveway easement to benefit lot 4 as well as a turnaround easement granted to the City of Ketchum per note 10 of the original Norwegian Woods Subdivision plat.

Consistent with KMC §16.04.020, the proposal meets the definition of *Readjustment of Lot Lines* because: (1) the application proposes to eliminate the existing private driveway easement on lot 3 that benefits lot 2, provide access to lot 2 from Pine Drive through a new mutual reciprocal access easement, shift the common boundary line between lots 1 and 2, and modify the building envelopes on lots 1 and 2, (2) lots 1A and 2A comply with the dimensional standards required in the GR-L Zone and lot 3A complies with the dimensional standards required in the LR Zone, and (3) the proposal does not create additional lots or dwelling units.

Readjustment of Lot Lines: A change or modification of the boundary lines between existing lots or parcels of land or between dwelling units which does not reduce the area, frontage, width, depth or building setback lines of each lot below the minimum zoning requirements and which does not create additional lots or dwelling units. "Readjustment of lot lines" includes other minor changes to a subdivision, condominium, or townhouse plat such as, but not limited to, notation changes and boundary shifts, each of which do not reduce the area, frontage, width, depth or building setback lines of each lot below the minimum zoning requirements nor consolidate or create additional lots or dwelling units. (KMC §16.04.020).

Consistent with KMC §16.04.060.B, the Lot Line Shift Application was transmitted to city departments, including the City Engineer, Fire, Building, Utilities, and Streets departments, for review. The city department comments were provided to the applicant on February 19, 2024. The applicant submitted revised project plans on March 6, 2024. All city department comments were addressed and resolved on the revised plat.

Sustainability Impact:

This application has no impact on the City's ability to meet the Ketchum Sustainability Action Plan.

Financial Impact:

None	There is no financial request to the City of Ketchum for the application and therefore no budget implications.
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Attachments:

1. Lot Line Shift Application Materials & Final Plat
2. Draft Findings of Fact, Conclusions of Law, and Decision



**City of Ketchum
Planning & Building**

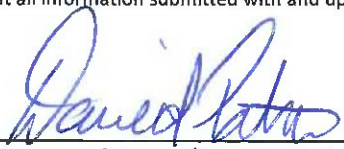
OFFICIAL USE ONLY	
File Number:	P24-004
Date Received:	1/11/24
By:	HLN
Fee Paid:	\$2000
Approved Date:	
Denied Date:	
By:	

Readjustment of Lot Lines (Lot Line Shift) Application

Submit completed application and documentation to planningandzoning@ketchumidaho.org Or hand deliver to Ketchum City Hall, 191 5th St. W. Ketchum, ID 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. You will be contacted and invoiced once your application package is complete.

OWNER INFORMATION	
Owner Name: Bob Dreyer (See title report for additional owners)	
Mailing Address: P.O. Box 4953, Ketchum, ID 83340	
Phone: 208-720-3372	
Email: idaskabob@gmail.com	
PROJECT INFORMATION	
Name of Proposed Plat: Norwegian Woods Sub'd: Block 1, Lots 1A, 2A & 3A	
Representative of Owner: Dave Patrie, Galena-Benchmark Engineering	
Phone: 208-726-9512, EXT. 1006	
Mailing Address: P.O. Box 733, Ketchum, ID 83340	
Email: dave@galena-benchmark.com	
Legal Land Description: Norwegian Woods Sub'd: Block 1, Lots 1, 2 & 3	
Project Address: 215 Pine Drive, 329 & 331 Shady Lane	
Number of Lots: 3	Number of Units: N/A
Total Land Area in Square Feet: 42,485 S.F.	Current Zoning District: GR-L
Overlay District: <input type="checkbox"/> Flood <input type="checkbox"/> Mountain <input type="checkbox"/> Avalanche	
Easements to be Dedicated on the Final Plat (Describe Briefly):	
A Mutual Reciprocal Access Easement within Lots 1A & 2A.	
ATTACHMENTS NECESSARY TO COMPLETE APPLICATION	
1. A copy of a current lot book guarantee and recorded deed to the subject property;	
2. Title report	
3. PDF version of the final plat.	

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


Signature of Owner/Representative

12/15/23
Date

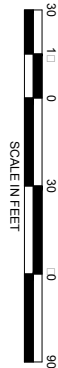
NORWEGIAN WOODS SUBDIVISION: BLOCK 1, LOTS 1A, 2A & 3A

WHEREIN THE BOUNDARY COMMON TO LOTS 1 & 2 IS AMENDED, ACCESS TO LOT 2 IS GRANTED FROM PINE DRIVE, THE ELIMINATING DRIVEWAY EASEMENT WITHIN LOT 3 TO BENEFIT LOT 2 IS ELIMINATED, A MUTUAL RECIPROCAL ACCESS EASEMENT WITHIN LOTS 1 & 2 IS GRANTED, THE BUILDING ENVELOPES ON LOTS 1 & 2 ARE AMENDED AND ORIGINAL PLAT NOTES 9 & 14 ARE REVISED. (SEE NOTES 3 & 4).

LOCATED WITHIN: SECTION 11, T4N, R17E, B1M, KETCHUM TOWNSHIP, BLAINE COUNTY, IDAHO

APRIL 2024

SCALE: 1" = 30'



SURVEYOR'S NARRATIVE:

- THE MODIFICATIONS TO THE ORIGINAL PLAT ARE AS FOLLOWS: A NEW MUTUAL RECIPROCAL ACCESS EASEMENT IS GRANTED. THE ELIMINATING DRIVEWAY EASEMENT WITHIN LOT 3 TO BENEFIT LOT 2 IS ELIMINATED. ORIGINAL PLAT NOTES 9 & 14 ARE AMENDED AND THE BOUNDARY COMMON TO LOTS 1 & 2 IS SHIFTED. ALL FOUND MONUMENTS WERE ACCEPTED AS EITHER ORIGINAL CORNERS, OR REPLACEMENTS OF ORIGINAL CORNERS. THE SET MONUMENT AT (1) WAS ESTABLISHED BY HOLDING RECORD PLATTED DISTANCES. THE SOUTHWEST CORNER OF THE PIEMONT CONDUMINIUMS WAS SEARCHED FOR AND COULD NOT BE FOUND, AND THIS COULD NOT BE USED TO PROPORTION DISTANCES. THE SET MONUMENT AT (2) WAS ESTABLISHED BY HOLDING THE RECORD ANGLE AND PROPORTIONING RECORDS BETWEEN FOUND MONUMENTS. THE SET MONUMENT AT (3) WAS ESTABLISHED BY PROPORTIONING RECORD DISTANCES BETWEEN FOUND CENTERLINE MONUMENTS.
- REFERENCES:
 - A PLAT OF NORWEGIAN WOODS SUBDIVISION, INST. NO. 19077.
 - A PLAT OF PIEMONT CONDUMINIUMS, INST. NO. 11,440.
 - A PLAT OF WARM SPRINGS VILLAGE SUBDIVISION THIRD ADDITION, INST. NO. 114,79.
 - LOT BOOK GUARANTEE G-2222-000897, 3, JUNE 21, 2023 BY STEWART TITLE GUARANTEE COMPANY.
- BOUNDARY DIMENSIONS SHOWN HEREON ARE MEASURED FOR RECORD DIMENSIONS. SEE REFERENCED SURVEYS.

CURVE DATA

LINE	BEARING	DISTANCE
L1	N00°41'28"E	49.89'
L2	N89°50'55"W	19.11'
L3	S00°09'55"W	21.00'
L4	N89°50'55"W	22.82'
L5	S00°38'58"W	22.84'
L6	N89°21'02"W	23.00'

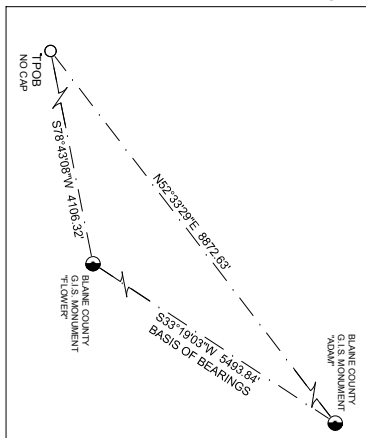
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L4	N89°50'55"W	22.82'
L5	S00°38'58"W	22.84'
L6	N89°21'02"W	23.00'

LEGEND

- Property Line
- Ad owner's Lot Line
- Centerline
- Building Envelope
- Easement line (as noted)
- Eliminated line (as noted)
- Lot line eliminated
- Blaine County GIS Tie
- Found 1" Z" Rebar (as noted)
- Found 1" R" Rebar (marked as noted)
- Found Brass Survey Marker (marked as noted)
- Set Brass Survey Marker (P.L.S. 20893)
- Set 1" Z" Rebar (P.L.S. 20893)
- Set 1" R" Rebar (P.L.S. 20893)
- Found 2" Alum Cap on 1" R" Rebar

NOTES:

- REFER TO THE ORIGINAL PLAT & DECLARATION OF COVENANTS' CONDITIONS AND RESTRICTIONS RECORDED AS INSTRUMENT NO. 114,79 FOR ALL RESTRICTIONS, EASEMENTS, UTILITY EASEMENTS, CONDITIONS AND OR RESTRICTIONS GOVERNING THIS PROPERTY.
- A MUTUAL RECIPROCAL ACCESS EASEMENT IS GRANTED WITHIN LOTS 1A AND 2A AS SHOWN HEREON.
- ACCESS TO LOTS 1A & 2A SHALL BE FROM PINE DRIVE. ACCESS TO LOT 3A SHALL ONLY BE FROM THE PRIVATE DRIVEWAY EASEMENT OF SHADY LANE. ALL OTHER ACCESS RESTRICTIONS IN ORIGINAL PLAT NOTE 9 REMAIN IN FULL FORCE AND EFFECT.
- A SNOW STORAGE EASEMENT AND UTILITY EASEMENT FOR THE NORWEGIAN WOODS SNOW MELT SYSTEM EASEMENT ON LOT 3A, PER ORIGINAL PLAT, DRIVEWAY EASEMENT TO BENEFIT LOT 2 ELIMINATED HEREON.
- SEE SHEET 2 FOR UNDERGROUND PUBLIC UTILITY EASEMENTS.



HEALTH CERTIFICATE

Sanitary restrictions as required by Idaho Code Title 0, Chapter 13, have been satisfied. Sanitary restrictions may be reimposed, in accordance with Idaho Code Title 0, Chapter 13, Section 0, 132., by the issuance of a certificate of disapproval.

Dated: _____

South Central Public Health District, REHS



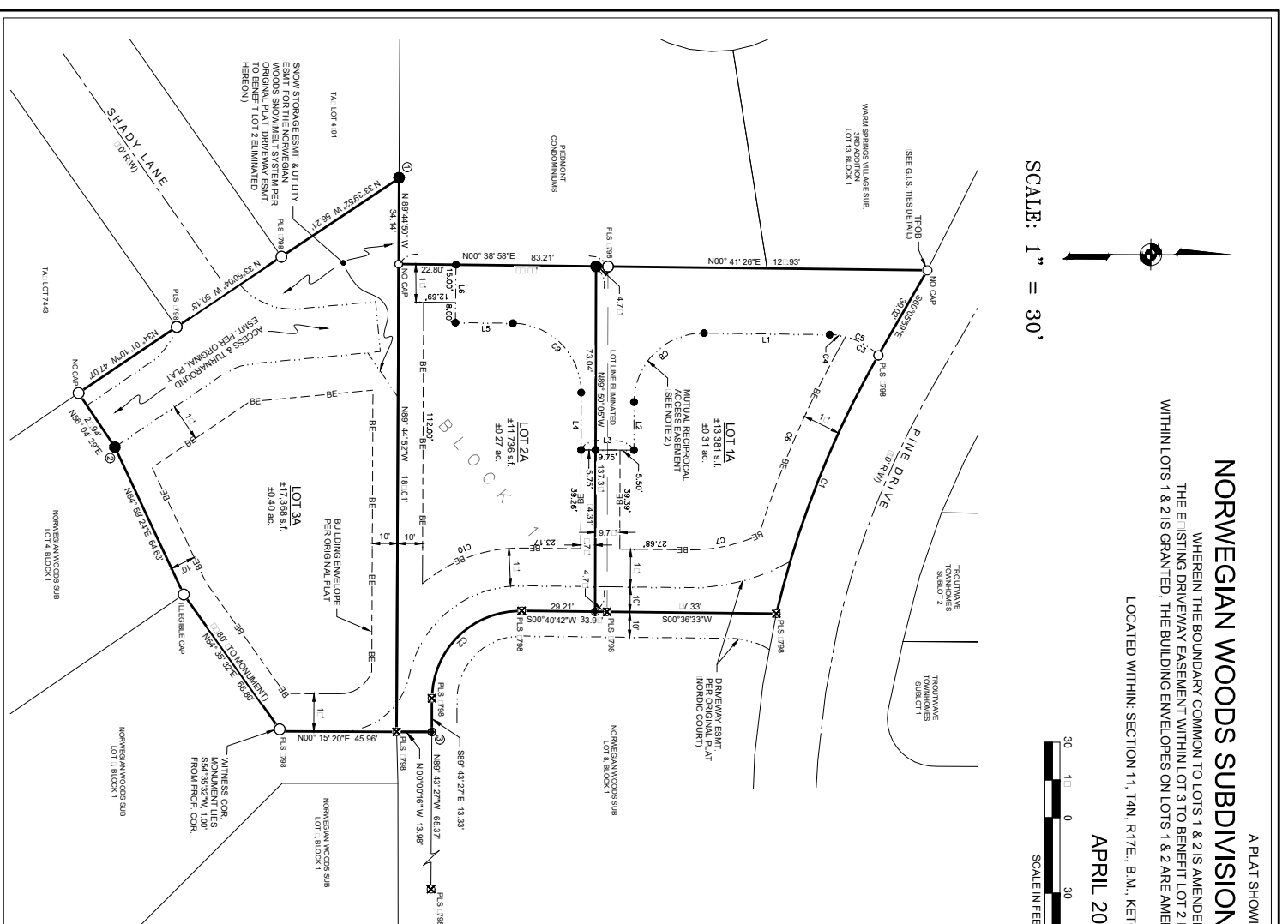
NORWEGIAN WOODS SUBD. BLOCK 1, LOTS 1A, 2A & 3A

LOCATED WITHIN: SECTION 11, T4N, R17E, B1M, CITY OF KETCHUM, BLAINE COUNTY, IDAHO

PREPARED FOR: BOB DREYER

DWG BY: ROB/CPL FILE: 23075 Plat-current

DATE: 04/03/2024 SHEET: 1 OF 4



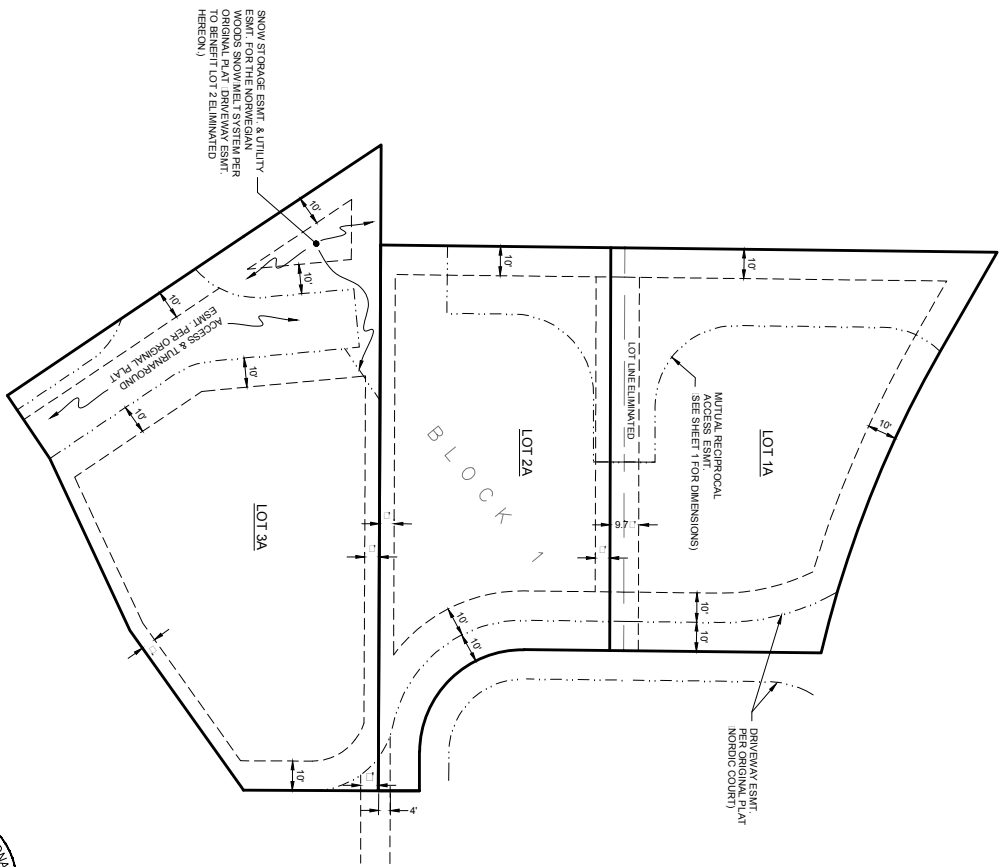
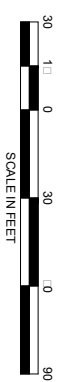
NORWEGIAN WOODS SUBDIVISION: BLOCK 1, LOTS 1A, 2A & 3A

APRIL 2024

A PLAT SHOWING:



SCALE: 1" = 30'



EASEMENTS

- LEGEND**
- Property Line
 - - - Easement Line (as noted)
 - - - - - Underground Public Utility Easmt. per original plat



PROJECT NO. 23075	DWG BY: CPL
DATE: 04/03/2023	FILE: 23075 Plat-current
<p>NORWEGIAN WOODS SUBD: BLOCK 1, LOTS 1A, 2A & 3A LOCATED WITHIN: SECTION 11, T4N, R17E, B1M, CITY OF KETCHUM, BLAINE COUNTY, IDAHO</p>	
<p>PREPARED FOR: BOB DREYER</p>	
FINAL PLAT	SHEET: 2 OF 4

NORWEGIAN WOODS SUBDIVISION: BLOCK 1, LOTS 1A, 2A & 3A

OWNER'S CERTIFICATE

THIS IS TO CERTIFY that the following are owners in fee simple of Real Property described below:

Robert P. Dreyer and Kimberly Dawn Dreyer, husband and wife, as to an undivided 22.222%;

Charles P. Michael and Mary Jane Michael, husband and wife, as to an undivided 22.222%;

Nancy N. Dreyer and Kenneth L. Dreyer, wife and husband, as to an undivided 17.778%;

David M. Dreyer, an unmarried man, as to an undivided 15.556%;

Roger W. "Reagle" Crist and Laura Mitchell Crist, Trustees, or their successors in interest, of the R & L Crist Revocable Trust dated July 11, 2022, and any amendments thereto, as the sole and separate property of Roger W. Crist, as to an undivided 7.409% interest;

Danielle Carruth, a married woman as her sole and separate property, as to an undivided 7.407% interest;

Zachary A. Crist, a married man as his sole and separate property, as to an undivided 7.407% interest;

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

Lots 1, 2 & 3 within Block 1 of NORWEGIAN WOODS SUBDIVISION, according to the official plat thereof, recorded as instrument No. 589077, records of Blaine County, Idaho.

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

Pursuant to Idaho Code 50-1324, the undersigned, as owner, does hereby state that the lots on this plat are eligible to receive water service from the Ketchum Water Department, and that said district has agreed in writing to serve the lots shown on this plat.

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

IN WITNESS WHEREOF, we have hereunto set our hands.

ROBERT P. DREYER

KIMBERLY DAWN DREYER

Signed this _____ day of _____, 20____.

CHARLES P. MICHAEL

MARY JANE MICHAEL

Signed this _____ day of _____, 20____.

KENNETH L. DREYER

NANCY N. DREYER

Signed this _____ day of _____, 20____.

DAVID M. DREYER

Signed this _____ day of _____, 20____.

R & L CRIST REVOCABLE TRUST DATED JULY 11, 2022

BY: ROGER W. "REAGLE" CRIST, Trustee

BY: LAURA MITCHELL CRIST, Trustee

Signed this _____ day of _____, 20____.

DANIELLE CARRUTH

Signed this _____ day of _____, 20____.

ZACHARY A. CRIST

Signed this _____ day of _____, 20____.

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss

On this _____ day of _____, in the year of 20____, before me the undersigned, personally appeared ROBERT P. DREYER, known and identified to me, to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, we have hereunto set our hands and official seal the day and year in this certificate first above written.

Notary Public

Residing at _____

Commission Expires: _____

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss

On this _____ day of _____, in the year of 20____, before me, the undersigned, personally appeared CHARLES P. MICHAEL and MARY JANE MICHAEL, known and identified to me, to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, we have hereunto set our hands and official seal the day and year in this certificate first above written.

Notary Public

Residing at _____

Commission Expires: _____

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss

On this _____ day of _____, in the year of 20____, before me, the undersigned, personally appeared KENNETH L. DREYER and NANCY N. DREYER, known and identified to me, to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, we have hereunto set our hands and official seal the day and year in this certificate first above written.

Notary Public

Residing at _____

Commission Expires: _____

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss


On this _____ day of _____, in the year of 20____, before me, the undersigned, personally appeared DAVID M. DREYER, known and identified to me, to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

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

Notary Public

Residing at _____

Commission Expires: _____



**NORWEGIAN WOODS SUBD:
BLOCK 1, LOTS 1A, 2A & 3A**

LOCATED WITHIN SECTION 11, T4N, R17E, B4M,
CITY OF KETCHUM, BLAINE COUNTY, IDAHO

PREPARED FOR: BOB DREYER

DATE: 10/24/2023

PROJECT NO. 23075 FILE# 23075CR/DWG
DWG BY: CHL SHEET: 3 OF 4
FINAL PLAT

NORWEGIAN WOODS SUBDIVISION: BLOCK 1, LOTS 1A, 2A & 3A

ACKNOWLEDGMENT
 STATE OF _____)
 COUNTY OF _____)

On this _____ day of _____, in the year of 20____, before me, the undersigned, personally appeared ROBERT O. BREIER, P.L.S. #20893, known and identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they and said trust executed the same.

IN WITNESS WHEREOF, we have hereunto set our hands and official seal the day and year in this certificate first above written.

Notary Public _____
 Residing at: _____
 Commission Expires: _____

ACKNOWLEDGMENT
 STATE OF _____ }
 COUNTY OF _____ } ss

On this _____ day of _____, in the year of 20____, before me, the undersigned, personally appeared DANIELLE CARROLL, known and identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same.

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

Notary Public _____
 Residing at: _____
 Commission Expires: _____

ACKNOWLEDGMENT
 STATE OF _____ }
 COUNTY OF _____ } ss

On this _____ day of _____, in the year of 20____, before me, the undersigned, personally appeared ZACHARY A. CRIST, known and identified to me, to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

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

Notary Public _____
 Residing at: _____
 Commission Expires: _____

SURVEYOR'S CERTIFICATE

I, Robert O. Breier, a duly Registered Professional Land Surveyor in the State of Idaho, do hereby certify that the plat and computations for the survey of the above described land are correct and conform to the laws of Idaho relating to plats and surveys.

ROBERT O. BREIER, P.L.S. #20893



PROJECT ENGINEER'S CERTIFICATE

To the best of my knowledge this plat complies with the City of Ketchum subdivision standards, signed this _____ day of _____, 2023.

By: _____

COUNTY SURVEYOR'S APPROVAL

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

BLAINE COUNTY SURVEYOR _____ DATE _____

BLAINE COUNTY TREASURER'S CERTIFICATE
 On this _____ day of _____, 20____, the foregoing plat was approved and accepted by the Blaine County Treasurer, Blaine County, Idaho.

By: _____

KETCHUM 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 of Ketchum on the _____ day of _____, 2023, this plat was duly accepted and approved.

By: _____ TRENT DONAT, City Clerk

CITY ENGINEER'S 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 PLANNERS 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.

By: _____

BLAINE COUNTY RECORDER'S CERTIFICATE


 PROJECT NO. 23075 DWG BY: CPL FILE: 23075CPL.DWG
 DATE: 10/24/2023 SHEET: 4 OF 4
 NORWEGIAN WOODS SUBD.:
 BLOCK 1, LOTS 1A, 2A & 3A
 LEGAL DESCRIPTION: SECTION 11, T4N, R7E, E4, S4, CITY OF KETCHUM, BLAINE COUNTY, IDAHO
 PREPARED FOR: BOB BREIER

*RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:*

Jill W. Eshman, J.D., LL.M.
J Eshman Law
685 Fourth Street
Post Office Box 4991
Ketchum, Idaho 83340
208-727-1700
jill@jeshmanlaw.com

(Space Above For Recorder's Use)

WARRANTY DEED

Roger W. "Reggie" Crist, a married man, as his sole and separate property, (collectively "Grantor") conveys, grants and warrants to Roger W. Crist and Laura Mitchell Crist, Trustees, or their successors in interest, of the R & L Crist Revocable Trust dated July 11, 2022, and any amendments thereto, as the sole and separate property of Roger W. Crist ("Grantee") whose address is PO Box 1572, Ketchum, ID 83340, and his successors and assigns forever, his 7.408% interest in the following described real property, commonly known as 215 Pine Drive, Ketchum, ID 83340, located in the County of Blaine, State of Idaho:

Lot 1, Block 1 of NORWEGIAN WOODS SUBDIVISION, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 569077, records of Blaine County, Idaho.

SUBJECT TO taxes and assessments for the year 2022 and all subsequent years, together with any and all existing easements, rights-of-way, reservations, restrictions and encumbrances of record, to any existing tenancies, to all zoning laws and ordinances, and to any state of facts an accurate survey or inspection of the premises would show.

This conveyance shall include any and all estate, right, title, interest, appurtenances, tenements, hereditaments, reversions, remainders, easements, rents, issues, profits, rights-of-way and water rights in anywise appertaining to the property herein described as well in law as in equity.

Grantor covenants to Grantee that Grantor is the owner in fee simple in his interest in said premises; that the premises are free from all encumbrances, excepting those as may be herein set forth, and excepting those of record, and that Grantor will warrant and defend the same from all lawful claims.

(Remainder of page intentionally left blank.)

IN WITNESS WHEREOF, the Grantor has executed this instrument on
December 15, 2022.


GRANTOR:



Roger W. "Reggie" Crist

STATE OF IDAHO)
) ss.
COUNTY OF BLAINE)

This record was acknowledged before me on December 15, 2022 by Roger W. "Reggie"
Crist.



Notary Public



*RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:*

Jill W. Eshman, J.D., LL.M.
J Eshman Law
685 Fourth Street
Post Office Box 4991
Ketchum, Idaho 83340
208-727-1700
jill@jeshmanlaw.com

(Space Above For Recorder's Use)

WARRANTY DEED

Roger W. "Reggie" Crist, a married man, as his sole and separate property, (collectively "Grantor") conveys, grants and warrants to Roger W. Crist and Laura Mitchell Crist, Trustees, or their successors in interest, of the R & L Crist Revocable Trust dated July 11, 2022, and any amendments thereto, as the sole and separate property of Roger W. Crist ("Grantee") whose address is PO Box 1572, Ketchum, ID 83340, and his successors and assigns forever, his 7.408% interest in the following described real property, commonly known as 329 Shady Lane, Ketchum, ID 83340, located in the County of Blaine, State of Idaho

Lot 2, Block 1 of NORWEGIAN WOODS SUBDIVISION, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 569077, records of Blaine County, Idaho.

SUBJECT TO taxes and assessments for the year 2022 and all subsequent years, together with any and all existing easements, rights-of-way, reservations, restrictions and encumbrances of record, to any existing tenancies, to all zoning laws and ordinances, and to any state of facts an accurate survey or inspection of the premises would show.

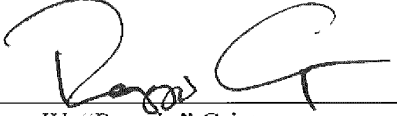
This conveyance shall include any and all estate, right, title, interest, appurtenances, tenements, hereditaments, reversions, remainders, easements, rents, issues, profits, rights-of-way and water rights in anywise appertaining to the property herein described as well in law as in equity.

Grantor covenants to Grantee that Grantor is the owner in fee simple in his interest in said premises; that the premises are free from all encumbrances, excepting those as may be herein set forth, and excepting those of record, and that Grantor will warrant and defend the same from all lawful claims.

(Remainder of page intentionally left blank.)

IN WITNESS WHEREOF, the Grantor has executed this instrument on December 15, 2022.

GRANTOR:




Roger W. "Reggie" Crist

STATE OF IDAHO)
) ss.
COUNTY OF BLAINE)

This record was acknowledged before me on December 15, 2022 by Roger W. "Reggie" Crist.





Notary Public



CLTA GUARANTEE

ISSUED BY
STEWART TITLE GUARANTY COMPANY
A CORPORATION, HEREIN CALLED THE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, AND SUBJECT TO THE FURTHER EXCLUSION AND LIMITATION THAT NO GUARANTEE IS GIVEN NOR LIABILITY ASSUMED WITH RESPECT TO THE IDENTITY OF ANY PARTY NAMED OR REFERRED TO IN SCHEDULE A OR WITH RESPECT TO THE VALIDITY, LEGAL EFFECT OR PRIORITY OF ANY MATTER SHOWN THEREIN.

GUARANTEES

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

Dated: June 26, 2023

Signed under seal for the Company, but this endorsement is to be valid only when it bears an authorized countersignature.

Countersigned by:

Authorized Countersignature

TitleOne
Company Name


271 1st Ave North
PO Box 2365
Ketchum, ID 83340

City, State





Frederick H. Eppinger
President and CEO



David Hisey
Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the company for further information as to the availability and cost.

GUARANTEE CONDITIONS AND STIPULATIONS

1. **Definition of Terms** - The following terms when used in the Guarantee mean:
 - (a) "the Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
 - (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
 - (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
 - (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
 - (e) "date": the effective date.
2. **Exclusions from Coverage of this Guarantee** - The Company assumes no liability for loss or damage by reason of the following:
 - (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
 - (b) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water; whether or not the matters excluded by (1), (2) or (3) are shown by the public records.
 - (c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
 - (d) (1) Defects, liens, encumbrances or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances.
(2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.
3. **Notice of Claim to be Given by Assured Claimant** - An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.
4. **No Duty to Defend or Prosecute** - The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.
5. **Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate** - Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:
 - (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
 - (b) If the Company elects to exercise its options as stated in Paragraph 5(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
 - (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
 - (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.
6. **Proof of Loss or Damage** - In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by an authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.
7. **Options to Pay or Otherwise Settle Claims: Termination of Liability** - In case of a claim under this Guarantee, the Company shall have the following additional options:
 - (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

GUARANTEE CONDITIONS AND STIPULATIONS

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price. Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5, and the Guarantee shall be surrendered to the Company of cancellation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5.

- 8. Determination and Extent of Liability** - This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the exclusions stated in Paragraph 2.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- the amount of liability stated in Schedule A;
- the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations or as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

9. Limitation of Liability

- If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

- 10. Reduction of Liability or Termination of Liability** - All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro tanto.

11. Payment Loss

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

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

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

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

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

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.

14. Liability Limited to This Guarantee; Guarantee Entire Contract

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

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

LOT BOOK GUARANTEE
Issued By
Stewart Title Guaranty Company

SCHEDULE A

File No. 23480471
State: ID
County: Blaine

<u>Guarantee No.</u>	<u>Liability</u>	<u>Date of Guarantee</u>	<u>Fee</u>
G-2222-000089753	\$1,000.00	June 26, 2023 at 7:30 a.m.	\$140.00

Name of Assured:
Galena-Benchmark Engineering

The assurances referred to on the face page hereof are:

1. **That, according to the Company's property records relative to the following described land (but without examination of those Company records maintained and indexed by name):**

Lots 1 and 2, Block 1 of NORWEGIAN WOODS SUBDIVISION, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 569077, records of Blaine County, Idaho.

2. **The last recorded instrument purporting to transfer title to said land is:**

Deed Type: Warranty Deed

Grantors: Roger W. "Reggie" Crist, a married man as his sole and separate property, as to his 7.408% interest

Grantees: Roger W. Crist and Laura Mitchell Crist, Trustees, or their successors in interest, of the R & L Crist Revocable Trust dated July 11, 2022, and any amendments thereto, as the sole and separate property of Roger W. Crist

Recorded Date: January 11, 2023

Instrument: 698360

As to Lot 1

[Click here to view](#)

Deed Type: Warranty Deed

Grantors: Roger W. "Reggie" Crist, a married man as his sole and separate property, as to his 7.408% interest

Grantees: Roger W. Crist and Laura Mitchell Crist, Trustees, or their successors in interest, of the R & L Crist Revocable Trust dated July 11, 2022, and any amendments thereto, as the sole and separate property of Roger W. Crist

Recorded Date: January 11, 2023

Instrument: 698367

As to Lot 2

[Click here to view](#)

3. **There are no mortgages or deeds of trust which purport to affect title to said land, other than those shown below under Exceptions.**
4. **There are no (homesteads, agreements to convey, attachments, notices of non-responsibility, notices of completion, tax deeds) which purport to affect title to said land, other than shown below under Exceptions.**
5. **No guarantee is made regarding (a) matters affecting the beneficial interest of any mortgage or deed of trust which may be shown herein as an exception, or (b) other matters which may affect any such mortgage or deed of trust.**
6. **No guarantee is made regarding any liens, claims of liens, defects or encumbrances other than those specifically provided for above, and, if information was requested by reference to a street address, no guarantee is made that said land is the same as said address.**

EXCEPTIONS:

1. NOTE: According to the available records, the purported address of the land referenced herein is:

215 Pine Dr, Ketchum, ID 83340 (Lot 1)

329 Shady Ln, Ketchum, ID 83340 (Lot 2)

2. Taxes for the year 2022 are paid in full.

Parcel Number: [RPK05090010010](#)

Original Amount: \$2,358.92

Lot 1

3. Taxes for the year 2022 are paid in full.

Parcel Number: [RPK05090010020](#)

Original Amount: \$2,440.28

Lot 2

4. Taxes, including any assessments collected therewith, for the year 2023 which are a lien not yet due and payable.

5. The land described herein is located within the boundaries of the City of Ketchum and is subject to any assessments levied thereby.

6. Liens, levies, and assessments of the Norwegian Woods Subdivision Property Owner's Association.

7. Easements, reservations, restrictions, and dedications as shown on the official plat of [Norwegian Woods Subdivision](#).

8. Reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded September 21, 1918 as Instrument No. [40785](#), records of Blaine County, ID.

9. Reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded March 11, 1926 as Instrument No. [58955](#), records of Blaine County, ID.

10. Right of way for ditches, tunnels, telephone, and distribution lines constructed by authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code.

11. An easement, including the terms and conditions thereof, for the purposes shown below and rights incidental thereto as set forth in a document.

Granted to: Idaho Power Company

Purpose: Public Utilities

Recorded: August 17, 1962

Instrument No.: [117323](#), records of Blaine County, ID.

12. An easement, including the terms and conditions thereof, for the purposes shown below and rights incidental thereto as set forth in a document.

Granted to: Idaho Power Company

Purpose: Public Utilities

Recorded: December 29, 1964

Instrument No.: [121581](#), records of Blaine County, ID.

13. Terms, provisions, covenants, conditions, restrictions and easements provided in a Declaration of Covenants, Conditions and Restrictions, but omitting any covenants, conditions or restrictions, if any, to the extent that such violates 42 USC 3604 (c) or any other ordinance, statute or regulation.

Recorded: July 8, 2009

Instrument No.: [569078](#), records of Blaine County, ID.

Sun Valley Title
By:

A handwritten signature in black ink, appearing to be 'NB' or similar initials, written in a cursive style.

Nick Busdon, Authorized Signatory

JUDGMENT AND TAX LIEN GUARANTEE

Issued By
Stewart Title Guaranty Company

SCHEDULE A

Amount of Liability: \$1,000.00

Fee Amount: \$0.00

Guarantee No.: G-2222-000089753

Name of Assured: Galena-Benchmark Engineering

Date of Guarantee: June 26, 2023

That, according to the indices of the County Recorder of Blaine County, State of ID, for a period of 10 years immediately prior to the date hereof, there are no

- * Federal Tax Liens
- * Abstracts of Judgment, or
- * Certificates of State Tax Liens

filed, or recorded against the herein named parties, other than those for which a release appears in said indices and other than those shown under Exceptions.

The parties referred to in this guarantee are as follows:

Robert P. Dreyer and Kimberley Dawn Dreyer, husband and wife , as to an undivided 22.222%, Nancy N. Dreyer and Kenneth L. Dreyer, wife and husband , as to an undivided 17.778%, Charles P. Michael and Mary Jane Michael, husband and wife, as to an undivided 22.222%, Roger W. Crist and Laura Mitchell Crist, Trustees ,or their successors in interest, of the R & L Crist Revocable Trust dated July 11, 2022, and any amendments thereto, as the sole and separate property of Roger W. Crist, an undivided 7.408% interest, Danielle Carruth, a married woman as her sole and separate property, as to an undivided 7.407% interest, Zachary A. Crist, a married man as his sole and separate property, as to an undivided 7.407% interest and David M. Dreyer, an unmarried man, as to an undivided 15.556%

Sun Valley Title
By:



Nick Busdon, Authorized Signatory

SCHEDULE B

Exceptions:

NONE



IN RE:)
)
 Norwegian Woods Subdivision: Lots 1A, 2A, 3A) KETCHUM CITY COUNCIL
 Lot Line Shift (Readjustment of Lot Lines)) FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
 Date: June 3, 2024) DECISION
)
 File Number: P24-004)

Findings Regarding Application Filed

PROJECT: Norwegian Woods Subdivision: Lots 1A, 2A, & 3A Lot Line Shift

APPLICATION TYPE: Lot Line Shift (Readjustment of Lot Lines)

FILE NUMBER: P24-004

OWNER: Robert & Kimberley Dreyer

REPRESENTATIVE: Dave Patrie, Galena-Benchmark Engineering

REQUEST: Shift the common boundary line between lots 1 and 2, modify the building envelopes on lots 1 and 2, eliminate the existing private driveway easement on lot 3 benefitting lot 2, and grant a new mutual reciprocal access easement on lot 1A and lot 2A.

LOCATION: 215 Pine Drive, 329 Shady Lane, & 331 Shady Lane (Norwegian Woods Subdivision: Block 1: Lots 1, 2, and 3)

NOTICE: A public hearing notice was mailed to all property owners within 300 feet of the project site and political subdivisions on May 15, 2024. The public hearing notice was published in the Idaho Mountain Express on May 15, 2024. The public hearing notice was posted on the city’s website on May 19, 2024.

ZONING: General Residential Low Density (GR-L Zone) & Limited Residential (LR Zone)

FINDINGS OF FACT

Lot Line Shift Application File No. P24-004 proposes modifications to lots 1, 2, and 3 within the Norwegian Woods Subdivision. Lots 1 and 2 are currently undeveloped. The existing improvement on lot 3 is limited to a hammerhead access turnaround that extends from Shady Lane. The proposed modifications include eliminating the existing private driveway easement on lot 3 that benefits lot 2

and providing new access to lot 2 from Pine Drive through a new mutual reciprocal access easement on lot 1. In order to accommodate the new mutual reciprocal access easement, the common boundary line between lots 1 and 2 will shift 4.75 feet to the south and the building envelopes on lots 1 and 2 will be adjusted. The existing hammerhead extending from Shady Lane on lot 3A will continue to serve as a private driveway easement to benefit lot 4 as well as a turnaround easement granted to the City of Ketchum per note 10 of the original Norwegian Woods Subdivision plat.

FINDINGS REGARDING READJUSTMENT OF LOT LINES

Consistent with KMC §16.04.020, the proposal meets the definition of *Readjustment of Lot Lines* because: (1) the application proposes to eliminate the existing private driveway easement on lot 3 that benefits lot 2, provide access to lot 2 from Pine Drive through a new mutual reciprocal access easement, shift the common boundary line between lots 1 and 2, and modify the building envelopes on lots 1 and 2, (2) lots 1A and 2A comply with the dimensional standards required in the GR-L Zone and lot 3A complies with the dimensional standards required in the LR Zone, and (3) the proposal does not create additional lots or dwelling units.

Readjustment of Lot Lines: A change or modification of the boundary lines between existing lots or parcels of land or between dwelling units which does not reduce the area, frontage, width, depth or building setback lines of each lot below the minimum zoning requirements and which does not create additional lots or dwelling units. "Readjustment of lot lines" includes other minor changes to a subdivision, condominium, or townhouse plat such as, but not limited to, notation changes and boundary shifts, each of which do not reduce the area, frontage, width, depth or building setback lines of each lot below the minimum zoning requirements nor consolidate or create additional lots or dwelling units. (KMC §16.04.020).

Consistent with KMC §16.04.060.B, the Lot Line Shift Application was transmitted to city departments, including the City Engineer, Fire, Building, Utilities, and Streets departments, for review. The city department comments were provided to the applicant on February 19, 2024. The applicant submitted revised project plans on March 6, 2024. All city department comments were addressed and resolved on the revised plat.

All land, condominium, and townhouse subdivisions within the City of Ketchum are subject to the standards contained in Ketchum Municipal Code, Title 16, Subdivision Regulations. Pursuant to KMC §16.04.010.D, the change or modification of boundary lines, whether or not any additional lot is created, shall comply with these regulations. Many subdivision standards are related to the design and construction of multiple new lots that will form new blocks and infrastructure, such as streets that will be dedicated and maintained by the city. The standards for certain improvements (KMC §16.04.040), including street, sanitary sewage disposal, and planting strip improvements, are not applicable as the project proposes modifications to three lots within an existing residential subdivision. As conditioned, the proposed Norwegian Woods Subdivision: Lots 1A, 2A, and 3A Lot Line Shift Application meets the standards for Readjustment of Lot Lines under Title 16 of Ketchum Municipal Code.

TABLE 1: FINDINGS REGARDING CONTENTS OF FINAL PLAT

Findings Regarding Contents of Final Plat and Subdivision Design & Development Requirements				
Compliant			Standards and Council Findings	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K	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:
			<i>Council Findings</i>	<i>The final plat mylar paper shall be prepared following Ketchum City Council review and approval of the subject lot line shift application and shall meet these standards.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.1	Point of beginning of subdivision description tied to at least two (2) governmental survey corners, or in lieu of government survey corners, to monuments recognized by the city engineer.
			<i>Council Findings</i>	<i>The True Point of Beginning is tied to the "Adam" and "Flower" GIS monuments as indicated on sheet 1 of the final plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.2	Location and description of monuments.
				<i>The location and description of monuments are provided on sheet 1 of the final plat and detailed in note 1 of the surveyor's narrative.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.3	Tract boundary lines, property lines, lot lines, street right of way lines and centerlines, other rights of way and easement lines, building envelopes as required on the preliminary plat, lot area of each lot, boundaries of floodplain and floodway and avalanche district, all with bearings, accurate dimensions in feet and decimals, in degrees and minutes and radii, arcs, central angles, tangents and chord lengths of all curves to the above accuracy.
			<i>Council Findings</i>	<i>Sheet 1 of final plat shows the location of the amended lots lines and areas of lots 1A and 2A. This lot line shift application shifts the common boundary line between lots 1 and 2 to the south 4.75 feet. Sheet 1 of the final plat specifies the area of amended lot 1A is 13,381 square feet and the area of amended lot 2A is 11,736 square feet. Sheet 1 of the final plat also shows the existing lot lines and area of lot 3A, which remains unchanged with this proposal.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.4	Names and locations of all adjoining subdivisions.
			<i>Council Findings</i>	<i>Sheet 1 of the final plat indicates the names and locations of adjoining subdivisions, including the Troutwave Townhomes, Warm Springs Village</i>

				<i>Subdivision 3rd Addition, the Piedmont Condominiums, Tax Lot 7443, and Tax Lot 4001.</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>Council Findings</i>	<i>Sheet 1 of the final plat shows the 50-foot-wide Pine Drive right-of-way and the 50-foot-wide Shady Lane right-of-way.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.6	Location, dimension and purpose of all easements, public or private.
			<i>Council Findings</i>	<i>Sheets 1 and 2 of the final plat show the location, dimension, and purpose of public and private easements, including the new mutual reciprocal access easement, the existing hammerhead turnaround access granted to the City of Ketchum and private driveway easement benefitting lot 4 on lot 3, the existing Nordic Court private driveway, existing utility easements, and the existing snow storage and utility easement for the Norwegian Woods snowmelt system.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.7	The blocks numbered consecutively throughout each block.
			<i>Council Findings</i>	<i>N/A. The subject lot line shift application proposes modifications to three lots within an existing residential subdivision. The lot line shift application does not create a new block.</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>Council Findings</i>	<i>N/A as no dedications have been required or proposed for this lot line shift application.</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>Council Findings</i>	<i>This standard has been met. The title of the final plat as shown on sheet 1 includes all required information as follows: "Norwegian Woods Subdivision: Block 1, Lots 1A, 2A, & 3A wherein the boundary common to lots 1 & 2 is amended, access to Lot 2 is granted from Pine Drive, the existing driveway easement within lot 3 to benefit lot 2 is eliminated, a mutual reciprocal access easement within lots 1 & 2 is granted, the building envelopes on lots 1 & 2 are amended and original plat notes 9 & 14 are revised (see notes 3 & 4)."</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.10	Scale, north arrow and date.
				<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.11	Location, width, and names of all existing or dedicated streets and other public ways within or adjacent to the proposed subdivision

			Council Findings	<i>This standard has been met. Existing Pine Drive and Shady Lane are indicated on sheet 1 of the final plat. The lot line shift application proposes changing the access to lot 2 to Pine Drive through a new mutual reciprocal access easement. No additional streets are proposed to be dedicated.</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.
			Council Findings	<i>Sheet 1 of the final plat includes plat note 1, which states, "refer to the original plat & declaration of covenants, conditions and restrictions recorded as inst. Nos. 569077 & 569078 for plat notes, underground utility easements, conditions and/or restrictions governing this property."</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.13	Certificate by registered engineer or surveyor preparing the map certifying to the accuracy of surveying plat.
			Council Findings	<i>Sheet 4 of the final plat provides the certificate from the licensed Professional Land Surveyor certifying the accuracy of the plat survey.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.14	A current title report of all property contained within the plat.
			Council Findings	<i>This standard has been met. A Lot Book Guarantee by Stewart Title Guaranty Company with a Date of Guarantee of June 26, 2023 and warranty deed were submitted with the application.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.15	Certification of owner(s) of record and all holders of security interest(s) of record with regard to such property.
			Council Findings	<i>Sheet 3 of the final plat includes a certificate of ownership and associated acknowledgement from all owners and holders of security interest with regard to the subject property.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.16	Certification and signature of the City Engineer verifying that the subdivision and design standards meet all City requirements.
			Council Findings	<i>Sheet 4 of the final plat includes the City Engineer's certificate.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.17	Certification and signature of the City Clerk of the City of Ketchum verifying that the subdivision has been approved by the council.
			Council Findings	<i>Sheet 4 of the final plat includes the certification and signature of the City Clerk verifying the subdivision has been approved by the City Council.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.18	Notation of any additional restrictions imposed by the council on the development of such subdivision to provide for the public health, safety and welfare.
			Council Findings	<i>This standard is not applicable because no additional restrictions are necessary to provide for the public health, safety, and welfare.</i>

FINDINGS REGARDING COMPLIANCE WITH SUBDIVISION DEVELOPMENT & DESIGN STANDARDS

Subdivision Development & Design Standards (Ketchum Municipal Code §16.04.040)				
Compliant			City Code	City Standards
Yes	No	N/A		
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.A	<p>Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city. Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.</p>
			<i>Findings</i>	<i>This standard is not applicable as this project proposes modifications to three lots within an existing residential subdivision. No improvements are proposed or required for this lot line shift application.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.B	<p>Improvement Plans: Prior to approval of final plat by the commission, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.</p>
			<i>Findings</i>	<i>This standard is not applicable as this project proposes modifications to three lots within an existing residential subdivision. No additional improvements are proposed or required for the subject lot line shift application.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.C	<p>Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather conditions or other factors beyond the control of the subdivider, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time</p>

				<p>allowed by the city council (which shall be one year or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.</p>
			Findings	<i>This standard is not applicable as this project proposes modifications to three lots within an existing residential subdivision. No additional improvements are proposed or required for the subject lot line shift application.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.D	<p>As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.</p>
			Findings	This standard is not applicable as the adjustment proposed with this lot line shift is limited to modifying three lots within an existing residential subdivision. No additional improvements are proposed or required for the subject lot line shift application.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.E	<p>Monumentation: Following completion of construction of the required improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows:</p> <ol style="list-style-type: none"> 1. All angle points in the exterior boundary of the plat. 2. All street intersections, points within and adjacent to the final plat. 3. All street corner lines ending at boundary line of final plat. 4. All angle points and points of curves on all streets. 5. The point of beginning of the subdivision plat description.
			Findings	<i>The applicant shall meet the required monumentation standards prior to recordation of the final plat.</i>
			16.04.040.F	Lot Requirements:

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>1. Lot size, width, depth, shape and orientation and minimum building setback lines shall be in compliance with the zoning district in which the property is located and compatible with the location of the subdivision and the type of development, and preserve solar access to adjacent properties and buildings.</p> <p>2. Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contains land with a slope in excess of twenty five percent (25%), based upon natural contours, or creates corner lots at the intersection of two (2) or more streets, building envelopes shall be shown for the lot(s) so affected on the preliminary and final plats. The building envelopes shall be located in a manner designed to promote harmonious development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. Also, building envelopes shall be located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, watercourses and topographical features. Structures may only be built on buildable lots. Lots shall only be created that meet the definition of "lot, buildable" in section 16.04.020 of this chapter. Building envelopes shall be established outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following:</p> <p>a. For lot line shifts of parcels that are entirely within slopes of twenty five percent (25%) or greater to create a reasonable building envelope, and mountain overlay design review standards and all other city requirements are met.</p> <p>b. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section.</p> <p>3. Corner lots shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use.</p> <p>4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.</p> <p>5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts.</p> <p>6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat.</p>
Findings			<i>This standard has been met. Lots 1A and 2A comply with the size, width, depth, shape and orientation and minimum building setback lines required</i>

				<i>in the GR-L Zone. Lot 3A complies with the size, width, depth, shape and orientation and minimum building setback lines required in the LR Zone. The width of the new mutual reciprocal access easement extending from Pine Drive on lot 1A that will provide legal access to lot 2A is 39 feet wide.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.G	<p>G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</p> <ol style="list-style-type: none"> 1. No block shall be longer than one thousand two hundred feet (1,200'), nor less than four hundred feet (400') between the street intersections, and shall have sufficient depth to provide for two (2) tiers of lots. 2. Blocks shall be laid out in such a manner as to comply with the lot requirements. 3. The layout of blocks shall take into consideration the natural topography of the land to promote access within the subdivision and minimize cuts and fills for roads and minimize adverse impact on environment, watercourses and topographical features. 4. Corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.
			<i>Findings</i>	<i>N/A. This standard is not applicable as the subject lot line shift application modifies three lots within an existing residential subdivision. This application does not create a new block.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H	<p>Street Improvement Requirements:</p> <ol style="list-style-type: none"> 1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land; 2. All streets shall be constructed to meet or exceed the criteria and standards set forth in chapter 12.04 of this code, and all other applicable ordinances, resolutions or regulations of the city or any other governmental entity having jurisdiction, now existing or adopted, amended or codified; 3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad or limited access highway right of way, the council may require a frontage street, planting strip, or similar design features; 4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods; 5. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven percent (7%) so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing;

			<p>6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated;</p> <p>7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended;</p> <p>8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;</p> <p>9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);</p> <p>10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;</p> <p>11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;</p> <p>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</p> <p>13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the commission before submitting same to council for preliminary plat approval;</p> <p>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</p> <p>15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;</p> <p>16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all</p>
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			<p>landscaping and irrigation systems shall be installed as required improvements by the subdivider;</p> <p>17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement;</p> <p>18. Street lighting may be required by the commission or council where appropriate and shall be installed by the subdivider as a requirement improvement;</p> <p>19. Private streets may be allowed upon recommendation by the commission and approval by the council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section;</p> <p>20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the administrator and shall be consistent with the type and design of existing street signs elsewhere in the city;</p> <p>21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by the subdivider. Such construction or improvement shall be in accordance with adopted standard specifications;</p> <p>22. Sidewalks, curbs and gutters may be a required improvement installed by the subdivider; and</p> <p>23. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights of way unless approved by the city council.</p>
			<p>Findings</p> <p><i>This standard is not applicable as the subject lot line shift application proposes modifying three lots within an existing residential subdivision. This proposal does not create a new street, private road, or bridge.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>16.04.040.I</p> <p>Alley Improvement Requirements: Alleys shall be provided in business, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead end alleys shall be prohibited. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.</p>
			<p>Findings</p> <p><i>This standard is not applicable as the subject lot line shift application modifies three lots within an existing residential subdivision. Alleys are not required in residential neighborhoods.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>16.04.040.J</p> <p>Required Easements: Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide</p>

			<p>adequate pedestrian circulation and access to public waterways and lands.</p> <ol style="list-style-type: none"> 1. A public utility easement at least ten feet (10') in width shall be required within the street right of way boundaries of all private streets. A public utility easement at least five feet (5') in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the city engineer to be necessary for the provision of adequate public utilities. 2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse. 3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision. 4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion. 5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans. 6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the city.
		<p>Findings</p>	<p><i>Sheets 1 and 2 of the final plat show the location, dimension, and purpose of public and private easements, including the new mutual reciprocal access easement, the existing hammerhead turnaround access granted to the City of Ketchum and private driveway easement benefitting lot 4 on lot 3, the existing Nordic Court private driveway, existing utility easements, and the existing snow storage and utility easement for the Norwegian Woods snowmelt system.</i></p>

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.K	Sanitary Sewage Disposal Improvements: Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the city engineer, council and Idaho health department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho department of health and the council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety and welfare.
			<i>Findings</i>	<i>This standard is not applicable as the subject lot line shift application modifies three lots within an existing residential subdivision. Sewer system improvements are not required for this lot line shift application.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.L	Water System Improvements: A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the city under the supervision of the Ketchum fire department and other regulatory agencies having jurisdiction. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall be permitted. All water systems shall be connected to the municipal water system and shall meet the standards of the following agencies: Idaho department of public health, Idaho survey and rating bureau, district sanitarian, Idaho state public utilities commission, Idaho department of reclamation, and all requirements of the city.
			<i>Findings</i>	<i>This standard is not applicable as the subject lot line shift application modifies three lots within an existing residential subdivision. Water system improvements are not required for this lot line shift application.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.M	Planting Strip Improvements: Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.

			Findings	<i>This standard is not applicable as the subject lot line shift application modifies three lots within an existing residential subdivision. Planting strip improvements are not required for this lot line shift application.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.N	<p>Cuts, Fills, And Grading Improvements: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following:</p> <ol style="list-style-type: none"> 1. A preliminary soil report prepared by a qualified engineer may be required by the commission and/or council as part of the preliminary plat application. 2. Preliminary grading plan prepared by a civil engineer shall be submitted as part of all preliminary plat applications. Such plan shall contain the following information: <ol style="list-style-type: none"> a. Proposed contours at a maximum of five foot (5') contour intervals. b. Cut and fill banks in pad elevations. c. Drainage patterns. d. Areas where trees and/or natural vegetation will be preserved. e. Location of all street and utility improvements including driveways to building envelopes. f. Any other information which may reasonably be required by the administrator, commission or council to adequately review the affect of the proposed improvements. 3. Grading shall be designed to blend with natural landforms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways. 4. Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for open space for the benefit of future property owners within the subdivision. 5. Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction. Until such times as such revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion. 6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply: <ol style="list-style-type: none"> a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability. b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHO T99 (American

				<p>Association of State Highway Officials) and ASTM D698 (American standard testing methods).</p> <p>c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability.</p> <p>d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or where fill slope toes out within twelve feet (12') horizontally of the top and existing or planned cut slope.</p> <p>e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.</p>
			<i>Findings</i>	<i>This standard is not applicable as the subject lot line shift application modifies three lots within an existing residential subdivision. No grading improvements are proposed or required.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.O	<p>Drainage Improvements: The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the city on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders.</p>
			<i>Findings</i>	<i>This standard is not applicable as the subject lot line shift application modifies three lots within an existing residential subdivision. No drainage improvements are proposed or required.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.P	<p>Utilities: In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.</p>

			Findings	<i>This standard is not applicable as the subject lot line shift application modifies three lots within an existing residential subdivision. No utility improvements are proposed or required.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	Off Site Improvements: Where the offsite impact of a proposed subdivision is found by the commission or council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to final plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.
			Findings	<i>This standard is not applicable as the subject lot line shift application modifies three lots within an existing residential subdivision. Off-site improvements are not required or proposed with this lot line shift application.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.R	Avalanche And Mountain Overlay: All improvements and plats (land, planned unit development, townhouse, condominium) created pursuant to this chapter shall comply with City of Ketchum Avalanche Zone District and Mountain Overlay Zoning District requirements as set forth in Title 17 of this Code.
			Findings	<i>N/A as lots 1, 2, and 3 are not located within the Avalanche Zone or Mountain Overlay.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.S	Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			Findings	<i>This standard is not applicable as the subject lot line shift application modifies three lots within an existing residential subdivision.</i>

CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code and is required and has exercised its authority pursuant to the Local Land Use Planning Act codified at Chapter 65 of Title 67 Idaho Code and pursuant to Chapters 3, 9 and 13 of Title 50 Idaho Code to enact the ordinances and regulations, which ordinances are codified in the Ketchum City Code (“KMC”) and are identified in the Findings of Fact and which are herein restated as Conclusions of Law by this reference and which city ordinances govern the applicant’s application.
2. The Ketchum City Council has authority to hear the applicant’s Lot Line Shift Application pursuant to Chapter 16.04 of Ketchum Code Title 16.
3. The City of Ketchum Planning Department provided adequate notice for the review of this application.

4. The Lot Line Shift (Readjustment of Lot Lines) application is governed under Sections 16.04.010, 16.04.020, 16.04.030, 16.04.040, and 16.04.060 of Ketchum Municipal Code Chapter 16.04.
5. As conditioned, the proposed Lot Line Shift meets the standards for approval under Title 16 of Ketchum Municipal Code.

DECISION

THEREFORE, the Ketchum City Council **approves** the Norwegian Woods Subdivision: Lots 1A, 2A, and 3A Lot Line Shift Application File No. P24-004 this Monday, June 3, 2024 subject to the following conditions:

CONDITIONS OF APPROVAL

1. The final plat shall be recorded with the Blaine County Clerk and Recorder's Office within one year of approval by the Ketchum City Council.
2. Upon recorded of the final plat with the Blaine County Clerk and Recorder's Office, the applicant shall provide a copy of the recorded final plat to the Planning and Building Department.

Findings of Fact **adopted** this 3rd day of June 2024.

Neil Bradshaw, Mayor
City of Ketchum



CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

There is no formal recommended motion or requested action. Hales Engineering will present their findings and stand for questions.

Policy Analysis and Background:

Blaine County received a 'Safe Streets for All' grant from the Federal Highway Administration. The County partnered with Ketchum, Bellevue, Hailey, Sun Valley, and Carey to issue an RFP for a firm to prepare a county-wide 'Safety Action Plan'. Hales was selected in November 2023. Their project goals included:

- "Engage with the public to understand local safety concerns and observations."
- "Use a data-driven process to identify safety issues and countermeasures."
- "Develop an implementable plan that meets the criteria for SS4A funding."
- Deliverables: 1. Safety Action Plan 2. All data sets and GIS mapping files.

An adopted Safety Action Plan is required to make application for federal transportation grants under the Infrastructure Investment and Jobs Act, "which aims to prevent serious injuries and fatalities on US roadways. The program provides \$5 billion over five years to local, regional, and Tribal initiatives to improve road safety for all users, including pedestrians and cyclists. Communities seeking SS4A funds must have a Safety Action Plan (SAP) in place, which can include projects and strategies to address identified safety issues."

Project timeline, thus far:

- Online community survey – December 20-February 23
- Public Open House – January 23
- Monthly project team check-ins
- Mid-May – Hales Engineering reviewed their findings with Jacobs Engineering, ensuring that the planned improvements to Main Street align with their recommendations.

Project website: <https://www.halesengineering.com/blainecountysap>

Sustainability Impact:

Improving safety for walking and biking reducing vehicle trips traveled.

Financial Impact:

None OR Adequate funds exist in account:	None.
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Attachments:

1. Findings Presentation Hales Engineering.
2. High Injury Network – Methodology Hales Engineering



BLAINE COUNTY

Safety Action Plan

Ketchum City Council Update

June 3, 2024

Josh Gibbons, PE, PTOE, RSP1
Joseph Browning, PE, PTOE

HALES  **ENGINEERING**
innovative transportation solutions



Purpose and Goals

- Purpose:
 - Improve roadway safety for all road users in Blaine County and the Cities of Bellevue, Carey, Hailey, Ketchum, and Sun Valley.
 - *All road users: pedestrians, bicyclists, public transportation users, motorists, personal conveyance and micro mobility users, and commercial vehicle operators.*
 - Work towards a goal of zero fatalities and serious injuries on roadways

- Goals:
 - Engage with the public to understand local safety concerns and observations
 - Use a data-driven process to identify safety issues and countermeasures
 - Develop an implementable plan that meets the criteria for SS₄A funding

Schedule

- January - March:
 - Public engagement - phase 1; safety analysis
- April - June:
 - Draft project selection; public engagement - phase 2
- July - August:
 - Finalize project list; develop plan deliverables; plan adoption



SS4A Requirements

- SS4A = Safe Streets for All
 - Federal program that provides funding to communities to create Safety Action Plans and implement safety projects



Leadership Commitment and Goal Setting

- The County Board of Commissioners adopted a resolution stating a goal of zero roadway fatalities and serious injuries.
 - This is one criteria that allows the County and Cities to apply for federal funds to implement the projects proposed in this Safety Action Plan

Safety Analysis

- City statistics (2018-2022):

332 total
crashes

5 fatal crashes

15 serious injury
crashes

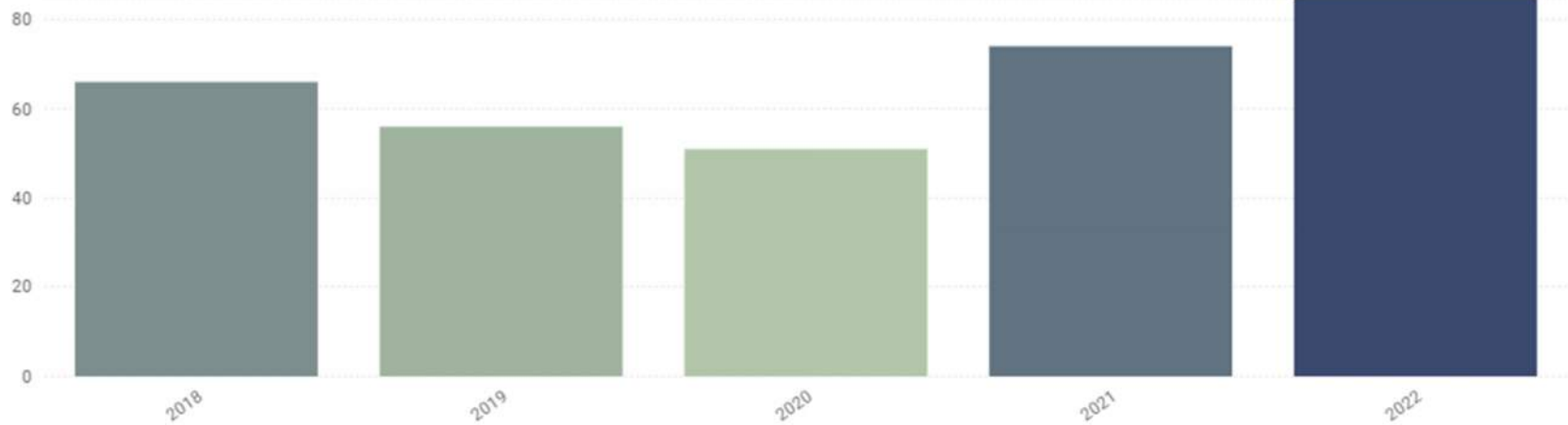
47% of serious
injury crashes
were aggressive
driver involved

204 (61%) of
crashes
occurred on SH-
75 / Main St

66 (20%) wild
animal crashes

Safety Analysis

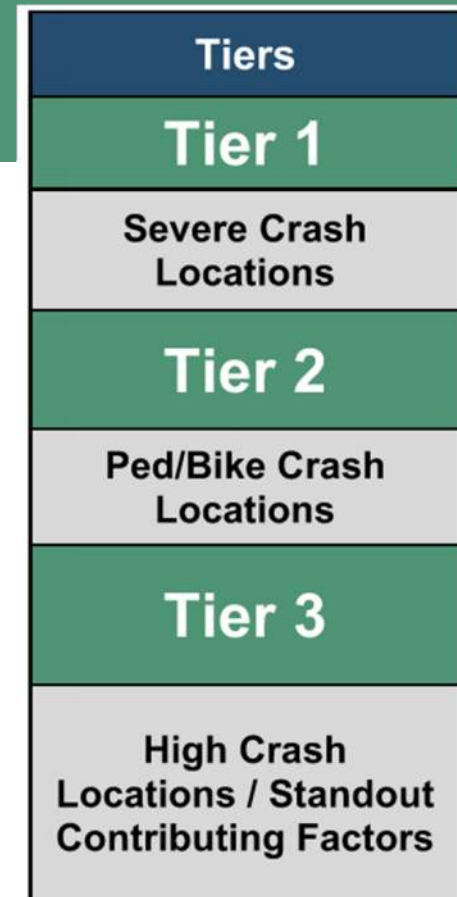
Crashes by Year



This chart shows the total # Crashes by Year

High Injury Network

- High Injury Network (HIN) developed to identify focus areas for improvements
- 3-tier system based on severe, ped/bike, and high crash locations



Tiered Locations

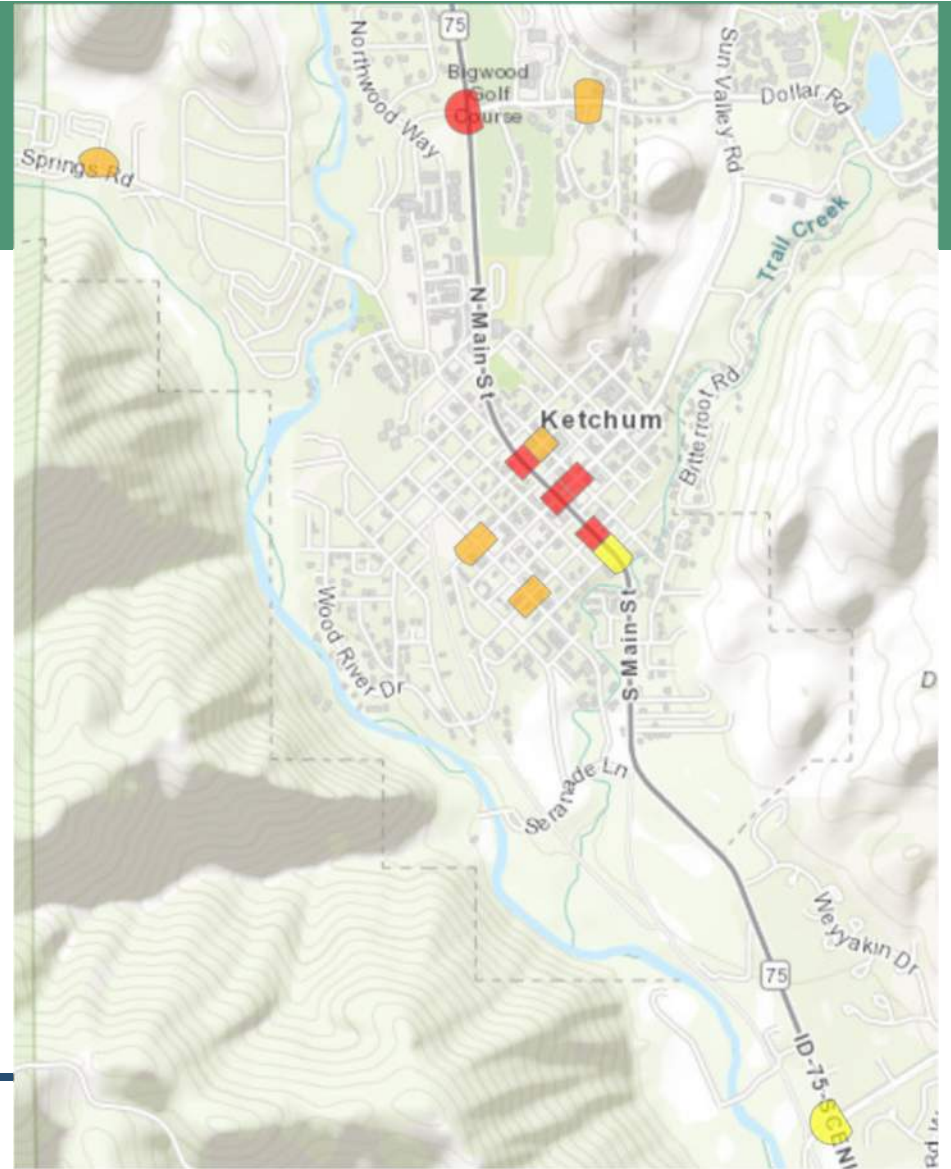
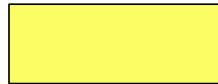
Tier 1 (Severe):



Tier 2 (Bike/Ped):



Tier 3 (High Crash):



Draft Safety Projects

Location	Safety Context	Potential Safety Projects
2nd Ave / 4th St	Ped crash	Move parking restrictions up, bike lanes
Elkhorn Rd / ID-75	Rear end	Install NB right-turn lane
2nd Ave / 1st St	Ped crash	Move parking restrictions up, bike lanes
River St / ID-75	Rear end, possible merging issues, sight distance obstruction	AWS, clear vegetation, ITD may resolve merging issues
1st St / ID-75	LT crashes, ped crash	City planning curb extensions
Saddle Rd / ID-75	Failed to obey signal, bike speeding	Traffic calming on E/W road, ped/bike E/W crossing enhancements
5th St / ID-75	Failed to yield, sideswipe same direction	City planning better striping at 5th & 6th Street intersections. Recommend City have and maintain pavement markings and signage directing drivers where to go.
Sun Valley Rd / ID-75	Speed too fast for conditions, rear end	City is planning traffic calming on Main St
Leadville Ave / 5th St	Ped crash, lack of sight distance because of parking	Restrict parking farther from intersection
Leadville Ave / Sun Valley Rd	Speeding, lack of sight distance, ped crash	All-way stop control, curb extensions, parking restrictions
Skiway Dr / Warm Springs Rd	Speeding, running stop signs	Increase stop sign size, diodes, stop ahead signs, traffic calming
10th St / Warm Springs Rd	Lack of sight distance	Roundabout OR all-way stop control (City planning roundabout)
6th St / Main St	Ambiguous intersection layout with long crosswalk	Striping and pavement marking improvements with offset crosswalk

Questions?



High Injury Network – Methodology

Updated: April 12, 2024

Understanding: Typically, High Injury Networks (HIN) are developed by identifying locations with high rates of severe-injury crashes. In Blaine County, there are very few specific intersections or segments with more than one severe crash. In addition, there are relatively less crashes in the County than other locations in the country. Comparing total crashes per mile, the State of Idaho as a whole has had 82% more crashes per mile than Blaine County, and the United States has had approximately 380% more crashes per mile than Blaine County, between 2018-2022. This is likely due to the rural nature of Blaine County with less population and less busy roads.

Therefore, crash analyses should be completed in a different way here than in other parts of the State or country. By looking at only the few severe crash locations in the County, it's possible that other unsafe locations will be missed. For this reason, the HIN will include all severe-crash locations as well as locations with pedestrian/bicycle-related crashes or other locations with relatively high total crashes.

Purpose: Identify a HIN of intersections and segments in Blaine County by jurisdiction that have experienced (1) severe or fatal crashes, (2) pedestrian/bicyclist-related crashes, and/or (3) more total crashes or higher incidences of contributing factors than typical within the jurisdiction.

Methodology: Intersections and segments were ranked with a tier system to meet the defined purpose. Below are descriptions of each tier and how locations were ranked within the tiers:

Tiers	Intersections	Segments
Tier 1 Severe Crash Locations	Intersections in the jurisdiction boundary with any severe (incapacitating) or fatal crash , sorted by total crashes .	Road segments in the jurisdiction boundary with any severe (incapacitating) or fatal crash , sorted by total crashes per mile .
Tier 2 Ped/Bike Crash Locations	Intersections in the jurisdiction boundary with any pedestrian or bicyclist-related crash , sorted by total crashes .	Road segments in the jurisdiction boundary with any pedestrian or bicyclist-related crash , sorted by total crashes per mile .
Tier 3 High Crash Locations / Standout Contributing Factors	Intersections in the jurisdiction boundary with more total crashes than one standard deviation above the mean total crashes within the specific jurisdiction, sorted by total crashes.	<i>Because it can be difficult to identify segments with high crash densities that have legitimate safety issues, specific segments with high crashes were not listed. Instead, system-wide (by jurisdiction) crash contributing factors will be used to identify safety issues.</i>

The intersections and segments applicable to these tiers were then listed in a ranking within each tier by jurisdiction to compile the high injury network, which will be the focus of the Safety Action Plan in the investigation and recommendation of site-specific safety improvements. Each location will be evaluated further for potential safety improvements, though only locations with a clear contributing factor will be recommended for safety improvements.



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: June 3, 2024 Staff Member/Dept: Carissa Connelly/Housing

Agenda Item: Housing Programs

Reasons for Recommendation:

- Staff seek guidance on budget allocation for housing programs
The housing budget request included Lease to Locals and adequate staffing to manage existing program commitments

Policy Analysis and Background:

Staff seek guidance on if and how the budget needs to be adjusted to accommodate housing programs, before the budget workshop on June 18th. The housing budget previously submitted to Council was designed to best manage the status quo plus the Lease to Locals program.

Status Quo - Here is a summary of expenses from the housing budget, which is funded by the 0.5% LOT:

- Grant writing assistance
\$50k to Blaine County Charitable Fund (the same commitment as FY24, FY23 was \$45k)
Lease to Locals
Lift Tower Lodge operations
Adequate staffing to manage existing programs
Housing Fellow Contract
BCHA operation and program support (70% of which would be reimbursed). Broadly, BCHA support covers the following:
Administrative and office expenses
Difference between Silvercreek anticipated revenue and expenses (to be revisited by the Board on June 12)
Legal enforcement and compliance labor
Ketchum staff time
Adequate data management for application review, placement, and compliance
Marketing
Training for the staff (on BCHA-relevant responsibilities) and board
Translation
The landlord-tenant mediation program
Any extra funding after revenue is allocated for deed-restriction programs like the OPP, currently estimated as about \$85k.

The in-lieu fund would be used for gap funding and local matches for new construction on publicly owned land. We have no funding allocated for the OPP (beyond anticipated surplus from the 0.5% LOT), charitable sales, ADU incentives, or existing long-term rentals.

Strategy – The only funding sources considered right now are in-lieu and the 0.5% LOT. Staff is asking Council to prioritize housing programs in the Housing Action Plan and determine importance of different program outcomes. This exercise is meant to assist Council in deciding whether to pursue use of other funding sources (capital improvements and the General Fund) that have direct tradeoffs with other City responsibilities and community expectations.

Long-term – For FY25, we must have a budget that balances, with existing funding sources. In the long-term, Council could consider asking voters whether to add additional LOT for Lodging. During previous LOT initiatives, there was relative support from the public and hoteliers for adding 2% to Lodging.

Another long-term consideration is how to address the LOT renewal July 1, 2028.

Sustainability Impact:

Community housing houses members of the community locally, ensuring that residents are closer to their places of work, recreation, and other services. This proximity helps to decrease transportation time and reduce vehicle-related emissions associated with commuting to and from work from outside of the community.

Additionally, the program converts existing, underused housing units into community housing, utilizing existing housing stock, land, and resources.

Financial Impact:

None OR Adequate funds exist in account:

Existing funds in Housing Budget for previously submitted budget request but not for other programs.

Attachments:

1. Proposed Housing Budget, FY25
2. Housing Program Comparisons

CITY OF KETCHUM

CITY PROGRAM COSTS	FY 2025 PROPOSED BUDGET
REVENUE	
Refunds & Reimbursement from county	\$ 150,000
Lot transfer .5%	\$ 1,300,000
Lifttower Loge rents	\$ 94,836
Reimbursements BCHA	\$ 252,055
General Fund Transfer	\$ -
Sale of Deed Restricted Property	\$ -
Fund Balance	\$ -
TOTAL REVENUE	\$ 1,796,891
EXPENSES	
General programming	\$ (61,000)
Lease to Locals	\$ (300,000)
Deed-restriction programs	\$ (83,399)
General office expenses	\$ (11,560)
Lift Tower Lodge	\$ (89,200)
staff + benefits	\$ (669,237)
BCHA operation & program support	\$ (357,495)
Housing Fellow	\$ (75,000)
BCHA County Contribution	\$ (150,000)
General Fund Transfer	\$ -
TOTAL EXPENSES	\$ (1,796,891)
DIFFERENCE	\$ (0)

BCHA

BCHA PROGRAM COSTS	FY2025 BCHA PROPOSED
REVENUE	
City of Ketchum Contribution	\$ 357,495
County Contribution	\$ 150,000
CH Administrative Fee (Sales)	\$ 5,000
Rental Income	\$ 475,464
Grants	\$ 135,000
Donations	\$ -
TOTAL REVENUE	\$ 1,122,959
EXPENSES	
Administrative Services	\$ (51,054)
Managed rentals	\$ (620,651)
Contract Labor	\$ (64,744)
Ketchum Staff Labor	\$ (252,000)
Office expenses	\$ (25,560)
Programming	\$ (108,950)
TOTAL EXPENSES	\$ (1,122,959)
DIFFERENCE	\$ -

Relative Housing Strategy Analysis

Strategy

	new construction on public land	new construction w/ land acquisition	Ownership & Preservation Program	Charitable Sale	ADU incentives	Lease to Locals	existing long-term rental incentives
Configurable Model Parameters							
Funding Request, \$	\$ 1,500,000	\$ 6,633,648	\$ 1,000,000	\$ 200,000	\$ 200,000	\$ 234,620	\$ 200,000
Assumed Public Investment per Unit, \$	\$ 64,706	\$ 103,651	\$ 200,000	\$ 50,000	\$ 50,000	\$ 12,880	\$ 8,696
Estimated Staff Time FY25	60	90	90	150	210	45	90
Estimated Staff Cost	\$ 3,000	\$ 4,500	\$ 4,500	\$ 7,500	\$ 10,500	\$ 2,250	\$ 4,500
Total Investment Per Unit w/ Staff FY25	\$ 64,753	\$ 103,741	\$ 200,900	\$ 51,875	\$ 52,625	\$ 12,992	\$ 8,891

Key Outcomes

Assumed Number of Executable Transactions/Year, No.	64	50	5	4	4	20	23
Years until Units Habitable	4.0	4.5	0.3	0.3	0.5	0.3	0.3
Years Restricted	100	100	100	100	100	1	3
Council Priorities - Community Benefit	3	1	5	5	2.5	4	1

Relevant Factors

Income Level Served	all	all	local	local	local	moderate	moderate
Rental, ownership, transitional, or all	all	all	ownership	ownership	rental	rental	rental
Potential Funding Source	In-Lieu Fund	In-Lieu Fund	General Fund or new LOT for Lodging	General Fund or new LOT for Lodging	General Fund or new LOT for Lodging	0.5% LOT	General Fund or new LOT for Lodging

Strategy Single Criteria Rank

Funding Request, \$	6	7	5	1	1	4	1
Assumed Public Investment per Unit, \$	5	6	7	3	4	2	1
Estimated Staff Time FY25	2	3	3	6	7	1	3
Assumed Number of Executable Transactions/Year, No.	1	1	3	3	3	2	1
Years until Units Habitable	6	7	1	1	5	1	1
Years Restricted	1	1	1	1	1	7	6
Council Priorities - Community Benefit	4	6	1	1	5	3	6
Unweighted Score	25	31	21	16	26	20	19
Unweighted Score Rank	5	7	4	1	6	3	2
Weighted Average Score	7	9	7	7	10	8	8
Overall Rank	2	6	2	1	7	5	4

Metric Weights

Key Outcomes	Weights
Funding Request, \$	1
Assumed Public Investment per Unit, \$	2
Estimated Staff Time FY25	3
Assumed Number of Executable Transactions/Year, No.	5
Years until Units Habitable	2
Years Restricted	4
Council Priorities - Community Benefit	2



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

There is no formal recommended motion or requested action. Staff will review the presentation and seek general direction from Council in preparation for the June 18 budget workshop.

Policy Analysis and Background:

For review and discussion, staff will present:

- A brief update on Fiscal Year 2025 budget development process
- A preliminary 5-year GF financial forecast

Staff welcomes discussion regarding long-term financial discussions and the long-term project fund position.

Staff's goal is to deliver the draft digital budget book to Council by June 7 in preparation for the June 18 budget workshop.

Sustainability Impact:

The General Fund budget assumes continued 50% split with Blaine County on the Sustainability Program.

Financial Impact:

None OR Adequate funds exist in account:	No financial impact – strategic discussion purposes only.
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Attachments:

- | |
|------------------------------------|
| 1. Presentation deck |
| 2. General Fund Financial Forecast |
| 3. Staffing levels FY2025 |
| 4. Fee list FY2025 |



General Fund Budget Development & General Fund 5-Year Forecast

June 3, 2024



Agenda

- Budget Development FY2025 General Fund Update
 - Staffing Update
 - Fees Update
 - Current Status
- General Fund 5-Year Forecast
 - Assumptions
 - Work Plan Items (FY 2026 & Beyond)
 - Questions/Discussion
- Budget Development Next Steps



Staffing Update

*See Attachment/Handout

Summary:

- Sr. Project Manager: 50/50 Share
- Housing
 - Deputy Director: +1.0
 - Administrative Assistant: - 0.5



Fee Discussion

*See Attachment/Handout

Summary:

- Water User Fees: 5% Increase
- Waste Water User Fees: 5% Increase
- Planning & Building Fees: Pending



Budget Development FY2025 General Fund Update



General Fund Status

General Fund adjustments since May 20th

- Previously projected use of fund balance: \$78,108
- Updated projected use of fund balance: \$0

Adjustments:

- Refinements to expenses
- Adjustment to interest income



General Fund 5-Year Forecast



General Fund 5-Year Forecast (See Handout)

Amounts are based on status quo budget build for FY2025.

Final numbers can slightly change but shouldn't have a material impact.

Revenue

Property Tax	3% annual base increase
License and Permits	3% annual growth
State Shared Funding	
• Sales Tax Sharing	1% annual growth
• Highway Funds	2% annual growth
• Liquor Sharing	2% annual growth

Expenses

Personnel	4% annual growth (total compensation)
Materials and Services	2.5% annual growth



General Fund 5-Year Forecast

City of Ketchum General Fund Financial Forecast

Version 5/31/24

General Fund Revenues

Revenue Source	FY 2022 Actual	FY 2023 Actual	FY 2024 Budget	FY 2025 Proposed Budget	FY 2026 Projected
13 Total	\$13,496,877	\$15,056,677	\$13,812,864	\$14,446,021	\$14,729,336

General Fund Expenditures

Expenditure Type	FY 2022 Actual	FY 2023 Actual	FY 2024 Budget	FY 2025 Proposed Budget	FY 2026 Projected
18 Total	\$12,364,479	\$13,540,922	\$14,487,699	\$14,446,021	\$14,870,198

19 Net/Assumed Use of Fund Balance	\$1,132,398	\$1,515,755	-\$674,835	\$0	-\$140,862
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20 Projected Undesignated Fund Balance			\$4,998,220	\$4,998,220	\$4,857,359
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General Fund 5-Year Forecast

General Fund Revenues

Revenue Source	FY 2022 Actual	FY 2023 Actual	FY 2024 Budget	FY 2025 Proposed Budget	FY 2026 Projected
1 Undesigned Fund Balance			\$5,673,055	\$4,998,220	\$4,998,220
2 Property Tax	\$4,818,578	\$4,926,283	\$5,088,932	\$5,285,263	\$5,443,821
3 Franchise Fees	\$570,766	\$648,302	\$615,342	\$624,638	\$637,131
4 Licenses & Permits	\$831,370	\$868,465	\$598,874	\$542,024	\$558,285
5 Grants	\$367,271	\$14,712	\$0	\$0	\$0
6 Highway State Share	\$216,713	\$246,068	\$257,992	\$195,071	\$198,972
7 Liquor Tax	\$404,523	\$396,263	\$407,421	\$395,000	\$402,900
8 Sales Tax Allocation	\$1,111,673	\$1,106,880	\$1,140,544	\$1,086,365	\$1,097,229
9 County Agreement/Shared	\$1,307,927	\$1,615,740	\$1,589,357	\$1,563,357	\$1,594,624
10 Charges for Services	\$1,120,818	\$1,378,177	\$729,700	\$728,900	\$750,767
11 Miscellaneous Revenue	\$1,025,568	\$1,952,787	\$1,379,702	\$2,020,403	\$2,040,607
12 LOT Transfer & Reimbursement	\$1,721,672	\$1,903,000	\$2,005,000	\$2,005,000	\$2,005,000
13 Total	\$13,496,877	\$15,056,677	\$13,812,864	\$14,446,021	\$14,729,336

**Determine the sustainable level of base revenue for development revenue
Coupled with the cost recovery discussion**



General Fund 5-Year Forecast

Expenditure Type	FY 2022 Actual	FY 2023 Actual	FY 2024 Budget	FY 2025 Proposed Budget	FY 2026 Projected
14 Personnel	\$6,476,331	\$7,146,937	\$8,133,454	\$8,322,466	\$8,655,365
15 Materials & Services	\$4,434,602	\$5,219,472	\$5,307,815	\$5,651,124	\$5,792,403
16 Operating Capital	\$15,063	\$70,243	\$71,430	\$207,430	\$207,430
17 Operating Contingency/Transfers	\$1,438,483	\$1,104,270	\$975,000	\$265,000	\$215,000
18 Total	\$12,364,479	\$13,540,922	\$14,487,699	\$14,446,021	\$14,870,198

Personnel Costs

- Continued discussion regarding insurance costs
- Staffing levels/efficiencies/alternatives

Materials & Services

- Continued contract management/negotiation
 - Implement cost control methods/strategies
- Professional Services
 - Strategic use connected to staffing discussion



Questions/Discussion



Budget Development Next Steps



Next Steps

- June 7 Digital Draft Budget Book delivery goal
- June 12 Hard copy Draft Budget Book delivery goal
- June 14 Workshop agenda and materials delivered
- June 18 Budget Workshop

**City of Ketchum
General Fund Financial Forecast**

Version 5/31/24

General Fund Revenues

Revenue Source	FY 2022 Actual	FY 2023 Actual	FY 2024 Budget	FY 2025 Proposed Budget	FY 2026 Projected	FY 2027 Projected	FY 2028 Projected	FY 2029 Projected	FY 2030 Projected
1 Undesignated Fund Balance			\$5,673,055	\$4,998,220	\$4,998,220	\$4,857,359	\$4,516,109	\$3,964,528	\$3,192,236
2 Property Tax	\$4,818,578	\$4,926,283	\$5,088,932	\$5,285,263	\$5,443,821	\$5,607,136	\$5,775,350	\$5,948,610	\$6,127,068
3 Franchise Fees	\$570,766	\$648,302	\$615,342	\$624,638	\$637,131	\$649,874	\$662,871	\$676,128	\$689,651
4 Licenses & Permits	\$831,370	\$868,465	\$598,874	\$542,024	\$558,285	\$575,033	\$592,284	\$610,053	\$628,354
5 Grants	\$367,271	\$14,712	\$0	\$0	\$0	\$0	\$0	\$0	\$0
6 Highway State Share	\$216,713	\$246,068	\$257,992	\$195,071	\$198,972	\$202,952	\$207,011	\$211,151	\$215,374
7 Liquor Tax	\$404,523	\$396,263	\$407,421	\$395,000	\$402,900	\$410,958	\$419,177	\$427,561	\$436,112
8 Sales Tax Allocation	\$1,111,673	\$1,106,880	\$1,140,544	\$1,086,365	\$1,097,229	\$1,108,201	\$1,119,283	\$1,130,476	\$1,141,781
9 County Agreement/Shared	\$1,307,927	\$1,615,740	\$1,589,357	\$1,563,357	\$1,594,624	\$1,626,517	\$1,659,047	\$1,692,228	\$1,726,072
10 Charges for Services	\$1,120,818	\$1,378,177	\$729,700	\$728,900	\$750,767	\$773,290	\$796,489	\$820,383	\$844,995
11 Miscellaneous Revenue	\$1,025,568	\$1,952,787	\$1,379,702	\$2,020,403	\$2,040,607	\$2,061,013	\$2,081,623	\$2,102,439	\$2,123,464
12 LOT Transfer & Reimbursement	\$1,721,672	\$1,903,000	\$2,005,000	\$2,005,000	\$2,005,000	\$2,005,000	\$2,005,000	\$2,005,000	\$2,005,000
13 Total	\$13,496,877	\$15,056,677	\$13,812,864	\$14,446,021	\$14,729,336	\$15,019,973	\$15,318,135	\$15,624,030	\$15,937,872

General Fund Expenditures

Expenditure Type	FY 2022 Actual	FY 2023 Actual	FY 2024 Budget	FY 2025 Proposed Budget	FY 2026 Projected	FY 2027 Projected	FY 2028 Projected	FY 2029 Projected	FY 2030 Projected
14 Personnel	\$6,476,331	\$7,146,937	\$8,133,454	\$8,322,466	\$8,655,365	\$9,001,580	\$9,361,643	\$9,736,108	\$10,125,553
15 Materials & Services	\$4,434,602	\$5,219,472	\$5,307,815	\$5,651,124	\$5,792,403	\$5,937,213	\$6,085,643	\$6,237,784	\$6,393,729
16 Operating Capital	\$15,063	\$70,243	\$71,430	\$207,430	\$207,430	\$207,430	\$207,430	\$207,430	\$207,430
17 Operating Contingency/Transfers	\$1,438,483	\$1,104,270	\$975,000	\$265,000	\$215,000	\$215,000	\$215,000	\$215,000	\$215,000
18 Total	\$12,364,479	\$13,540,922	\$14,487,699	\$14,446,021	\$14,870,198	\$15,361,222	\$15,869,716	\$16,396,322	\$16,941,711
19 Net/Assumed Use of Fund Balance	\$1,132,398	\$1,515,755	-\$674,835	\$0	-\$140,862	-\$341,249	-\$551,581	-\$772,293	-\$1,003,840
20 Projected Undesignated Fund Balance			\$4,998,220	\$4,998,220	\$4,857,359	\$4,516,109	\$3,964,528	\$3,192,236	\$2,188,396

*Annual growth assumptions (revenues): Property Tax 3%; Franchise Fees, Licenses & Permits 3%; Highway & Liquor 2%; Sales Tax 1%

*Annual growth assumptions (expenses): Personnel 4.0%; Materials & Services 2.5%



Staffing Levels FY 2025

	FY 2023 Budget	FY 2024 Budget	FY 2025 Proposed		FY 2023 Budget	FY 2024 Budget	FY 2025 Proposed
Legislative & Executive				Streets			
Mayor	1	1	1	Director of Streets & Facility Maintenance	1	1	1
City Council Members	4	4	4	Street Supervisor	1	1	1
	5	5	5	Sr. Street Mechanic	1	1	1
Administration				Street Crew Lead	1	1	1
City Administrator	1	1	1	Equipment Operator III	1	3	3
Public Affairs & Administrative Services Manager	1	1	1	Equipment Operator II	3	1	1
Sr. Project Manager	0	0	0.5	Equipment Operator I	0	1	1
Director of Finance/City Treasurer	1	1	1	EQI Shared position with Facility Maintenance	0.5	0.5	0.5
City Clerk	1	1	1	Equipment Operator (winter only)	3	3	3
Administrative Clerk	0	1	1	Administrative Assistant	1	1	1
Deputy Treasurer	1	1	1	Winter seasonal	2	1	1
Deputy Clerk	1	0	0		14.5	14.5	14.5
Business License & Tax Specialist	1	1	1	Facility Maintenance			
Special Event Manager	0	1	1	Maintenance Supervisor/City Arborist	1	1	1
Administrative Assistant (Public Counter)	1	1	1	Buildings and Facilities Supervisor	1	1	1
Management & Communications Analyst	1	1	1	Grounds Supervisor	1	1	1
	9	10	10.5	Maintenance Worker --WSP	1	1	1
Fire & Rescue				Maintenance Assistant I shared	1.5	1.5	1.5
Fire Chief	1	1	1	Maintenance Assistant (seasonal)	1	1	1
Assistant Fire Chief/Fire Marshall	1	1	1	Maintenance Janitors	2	2	2
Fire Inspector	1	1	1		8.5	8.5	8.5
Captain	3	3	3	Enterprise Funds			
Sr. Lieutenant	2	2	2	Public Works Director	1	1	0
Lieutenant	4	4	4	Sr. Project Manager	0	0	0.5
Engineer/Firefighter	2	2	2	Water Division Supervisor	1	1	1
Firefighter/EMT	0	2	2	Water Utilities Supervisor	1	1	1
Fire Clerk	1	1	1	Water Utilities Office Coordinator (shared)	0.5	0.5	0.5
Volunteer Firefighters	40	40	40	Water Utility Maintenance Worker	3	3	3
	15	17	17	Wastewater Division Supervisor	1	1	1
Police				Wastewater Collection Supervisor	1	1	1
Community Services Officer	2.5	2.5	2.5	Wastewater Plant Lab Technician	1	1	1
Recreation				Wastewater TP Lead Operator	1	1	1
Director of Recreation	1	1	1	Sr. Wastewater Utilities Operator	1	1	1
Recreation Supervisor	1	1	1	Wastewater Utilities Office Coordinator (shared)	0.5	0.5	0.5
Community Recreation Supervisor	1	1	1		12	12	11.5
Youth Recreation Supervisor	1	1	1	Staffing Summary			
Seasonal and PT Employees	4 to 20	4 to 20	4 to 20		FY 2023 Budget	FY 2024 Budget	FY 2025 Proposed
	4	4	4	Legislative & Executive	5	5	5
Planning & Building				Administration	9	10	10.5
Director of Planning and Building	1	1	1	Fire & Rescue	15	17	17
Senior Planner	2	2	1	Police	2.5	2.5	2.5
Associate Planner	2	2	2	Recreation	4	4	4
Planning Technician	1	1	1	Planning & Building	6	6.5	6.5
Zoning Technician	0		1	City Housing	2.5	3.5	5
Planning Intern	0	0.5	0.5	Streets	14.5	14.5	14.5
	6	6.5	6.5	Facility Maintenance	8.5	8.5	8.5
City Housing				Utility Director	1	1	0.5
Executive Director	1	1	1	Water	5.5	5.5	5.5
Deputy Director	0	0	1	Wastewater	5.5	5.5	5.5
Program Administrator & Case Manager (BCO)	1	1.5	2				
Administrative Assistant	0.5	1	1	Totals	79	83.5	85
	2.5	3.5	5				



FY 2025 Budget Development
City of Ketchum Fee List (DRAFT)

Department	Program	Fee Description	FY 2024 Adopted Fee	FY 2025 Proposed Fee	Change %
Planning & Building	Building	\$1.00 to \$500.00= (1) Building permit valuation shall include the total value of the work for which a permit is being issued, including materials and labor. The building official may require documentation of the building permit valuation as necessary to ensure correct valuation of project.	\$ 24.50	\$ 24.50	0%
Planning & Building	Building	\$501.00 to \$2,000.00= (1)	\$24.50 for the first \$500.00 plus \$3.25 for each additional \$100.00, or fraction thereof, to and including \$2,000.00	\$24.50 for the first \$500.00 plus \$3.25 for each additional \$100.00, or fraction thereof, to and including \$2,000.00	0%
Planning & Building	Building	\$2001.00 to \$25,000.00=(1)	\$72.50 for the first \$2,000.00 plus \$14.50 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00	\$72.50 for the first \$2,000.00 plus \$14.50 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.01	0%
Planning & Building	Building	\$25,001.00 to \$50,000.00= (1)	\$409.50 for the first \$25,000.00 plus \$10.50 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00	\$409.50 for the first \$25,000.00 plus \$10.50 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.01	0%
Planning & Building	Building	\$50,001.00 to \$100,000.00= (1)	\$672.75 for the first \$50,000.00 plus \$7.50 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00	\$672.75 for the first \$50,000.00 plus \$7.50 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.01	0%
Planning & Building	Building	\$100,001.00 to \$500,000.00= (1)	\$1038.50 for the first \$100,000.00 plus \$5.75 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00	\$1038.50 for the first \$100,000.00 plus \$5.75 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.01	0%
Planning & Building	Building	\$500,001.00 to \$1,000,000.00= (1)	\$3,379.25 for the first \$500,000.00 plus \$5.00 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00	\$3,379.25 for the first \$500,000.00 plus \$5.00 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.01	0%

Highlighting indicates a new fee or a fee increase of greater than 5%

Department	Program	Fee Description	FY 2024 Adopted Fee	FY 2025 Proposed Fee	Change %
Planning & Building	Building	\$1,000,000.00 and up= (1)	\$5,861.00 for the first \$1,000,000.00 plus \$3.75 for each additional \$1,000.00, or fraction thereof	\$5,861.00 for the first \$1,000,000.00 plus \$3.75 for each additional \$1,000.00, or fraction thereof	0%
Planning & Building	Building	Plan Check Fee - Building	70% of Permit Fee	65% of permit fee	0%
Planning & Building	Building	Plan Check Fee - Planning	65% of Permit Fee	70% of building plan check fee	0%
Planning & Building	Building	Plan Check Fee - Fire	Same as P&Z Plan Check Fee	70% of building plan check fee	0%
Planning & Building	Building	Building Permit Modification - Minor (as determined by the Administrator)	\$ 250.00	\$ 500.00	0%
Planning & Building	Building	Building Permit Modification - Major (as determined by the Administrator, full plan check fees may be assessed based on size of modification)	\$ 450.00	\$ 1,500.00	0%
Planning & Building	Other	Inspections outside of normal business hours (minimum charge --two hours) (2) or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages	\$ 60.00	\$ 60.00	0%
Planning & Building	Other	Re-inspection fees assessed under provisions of Section 109.7 (2)	\$ 60.00	\$ 60.00	0%
Planning & Building	Other	Inspections for which no fee is specifically indicated (minimum charge -- one-half hour)(2)	\$ 60.00	\$ 60.00	0%
Planning & Building	Other	Additional and partial inspections above the minimum required by the building codes may be charged (minimum charge--one hour) (2)	\$ 60.00	\$ 60.00	0%
Planning & Building	Other	Hourly Rate for Review of Changes, Additions or Revisions to Plans	\$ 100.00	\$ 100.00	0%
Planning & Building	Other	Additional costs incurred by the City for security (2)	\$ 100.00	\$ 100.00	0%
Planning & Building	Other	agreements and other similar processes (minimum charge) (2)	\$ 1,002.00	\$ 1,002.00	0%
Planning & Building	Other	For use of outside consultants for plan checking and inspections, or both (3) Actual costs include administrative and overhead costs.	Actual Costs	Actual Costs	0%
Planning & Building	Other	Penalty for commencement of work without a building permit + additional stop work order and violation fees allowed for int Ketchum Municipal Code, Section 15.04.030)	\$ 1,000.00	\$ 1,000.00	0%
Planning & Building	Other	Deferred submittals, per each submittal	25% of Plan review fee	25% of Plan review fee	0%
Planning & Building	Other	Temporary Certificate of Occupancy (non-refundable) (per week)	\$ 1,000.00	\$ 1,000.00	0%
Planning & Building	Other	Alternative Energy System Installation- Fee covers one inspection. Additional inspections shall be charged at the rate identified in Other Inspection and Fees.	\$ 100.00	\$ 100.00	0%
Planning & Building	Other	Demolition Fee (A security agreement equaling 150% of the estimated demolition cost is required for all demolition permits.)	\$ 750.00	\$ 750.00	0%
Planning & Building	Design Review	Pre-Application Design Review	\$ 3,300.00	\$ 3,300.00	0%
Planning & Building	Design Review	Mountain Overlay Design Review	\$ 4,800.00	\$ 4,800.00	0%
Planning & Building	Design Review	Final Design Review	\$ 3,900.00	\$ 3,900.00	0%
Planning & Building	Design Review	Administrative Design Review	\$ 500.00	\$ 500.00	0%
Planning & Building	Design Review	Administrative Design Review - in Mountain Overlay and/or Avalanche Overlay	\$ 1,500.00	\$ 1,500.00	0%
Planning & Building	Design Review	Hotel Pre-Application Design Review	\$ 7,000.00	\$ 7,000.00	0%
Planning & Building	Design Review	Hotel Design Review	\$ 9,000.00	\$ 9,000.00	0%
Planning & Building	Design Review	Request to Alter or Demolish a Historic Structure	\$ 1,800.00	\$ 1,800.00	0%
Planning & Building	Subdivision	Land Subdivision: Preliminary Plat	\$ 2,900.00	\$ 2,900.00	0%
Planning & Building	Subdivision	Condo/Townhome Subdivision: Preliminary Plat	\$ 3,300.00	\$ 3,300.00	0%
Planning & Building	Subdivision	Land Subdivision: Final Plat	\$ 2,000.00	\$ 2,000.00	0%
Planning & Building	Subdivision	Condo/Townhome Subdivision: Final Plat	\$ 2,000.00	\$ 2,000.00	0%
Planning & Building	Subdivision	Planned Unit Development (PUD)	\$ 12,500.00	\$ 12,500.00	0%
Planning & Building	Subdivision	Planned Unit Development (PUD)- Minor Amendment	\$ 4,500.00	\$ 4,500.00	0%
Planning & Building	Subdivision	Planned Unit Development (PUD)- Major Amendment	\$ 9,000.00	\$ 9,000.00	0%

Highlighting indicates a new fee or a fee increase of greater than 5%

Department	Program	Fee Description	FY 2024 Adopted Fee	FY 2025 Proposed Fee	Change %
Planning & Building	Subdivision	Hotel Planned Unit Development (PUD)	\$ 12,500.00	\$ 12,500.00	0%
Planning & Building	Subdivision	Readjustment of Lot Lines (Lot Line Shift)	\$ 1,700.00	\$ 1,700.00	0%
Planning & Building	Subdivision	Vacation	\$ 5,500.00	\$ 5,500.00	0%
Planning & Building	Floodplain Development Permits	Streambank Alteration	\$ 5,700.00	\$ 5,700.00	0%
Planning & Building	Floodplain Development Permits	Emergency Streambank Alteration Permit	\$ 1,500.00	\$ 1,500.00	0%
Planning & Building	Floodplain Development Permits	Emergency Flood Protection Permit	\$ -	\$ -	0%
Planning & Building	Floodplain Development Permits	Floodplain Development Permit - Residential	\$ 2,700.00	\$ 2,700.00	0%
Planning & Building	Floodplain Development Permits	Floodplain Development Permit - Subdivision	\$ 6,300.00	\$ 6,300.00	0%
Planning & Building	Floodplain Development Permits	Floodplain Development Permit - Non-residential and Mixed Use	\$ 4,800.00	\$ 4,800.00	0%
Planning & Building	Floodplain Development Permits	Floodplain Development Permit - interior remodel, new structures/additions entirely outside of floodplain	\$ 1,800.00	\$ 1,800.00	0%
Planning & Building	Floodplain Development Permits	Minor Riparian Alteration – removal of hazard trees (up to four trees), minor maintenance of riparian trees and vegetation	\$ 350.00	\$ 350.00	0%
Planning & Building	Floodplain Development Permits	Major Riparian Alteration – Application applies to vegetation within 25 feet of mean high water mark. This application covers the removal of more than four (4) trees or major maintenance of riparian trees and vegetation.	\$ 700.00	\$ 700.00	0%
Planning & Building	Other Permits	Administrative Use Permit	\$ 500.00	\$ 500.00	0%
Planning & Building	Other Permits	Sign Permit	\$ 250.00	\$ 250.00	0%
Planning & Building	Other Permits	Fence Permit	\$ 150.00	\$ 150.00	0%
Planning & Building	Other Permits	Conditional Use Permit	\$ 3,200.00	\$ 3,200.00	0%
Planning & Building	Other Permits	Conditional Use Permit - Daycare Businesses	\$ 300.00	\$ 300.00	0%
Planning & Building	Other Permits	Conditional Use Permit Amendment	\$ 2,200.00	\$ 2,200.00	0%
Planning & Building	Other Permits	Variance	\$ 2,300.00	\$ 2,300.00	0%
Planning & Building	Other Permits	Appeals	\$ 5,000.00	\$ 5,000.00	0%
Planning & Building	Other Permits	Off-Site Vendor - New	\$ 1,100.00	\$ 1,100.00	0%
		Off-Site Vendor - Renewal	\$ 750.00	\$ 750.00	0%
		Grading	\$ 850.00	\$ 850.00	0%
Planning & Building	Other Permits	Wireless Communications Facility Master Plan	\$ 1,800.00	\$ 1,800.00	0%
Planning & Building	Other Permits	Wireless Communications Facility Permit	\$ 800.00	\$ 800.00	0%
Planning & Building	Other Permits	Off-site Commercial/Neighborhood Snow Storage Permit - Administrative	\$ 500.00	\$ 500.00	0%
Planning & Building	Other Permits	Listing a Historic Structure/Site	\$ 2,200.00	\$ 2,200.00	0%
Planning & Building	Other Permits	Development Agreement-Rezone	\$ 10,000.00	\$ 10,000.00	0%
Planning & Building	Other Permits	Development Agreement - Non-Rezone	\$ 5,000.00	\$ 5,000.00	0%
Planning & Building	Other Permits	Development Agreement Amendment - Minor	\$ 3,000.00	\$ 3,000.00	0%
Planning & Building	Other Permits	Development Agreement Amendment - Major	\$ 5,000.00	\$ 5,000.00	0%
Planning & Building	Other Permits	Residential Annexation	\$ 5,688.00	\$ 5,688.00	0%
Planning & Building	Other Permits	Commercial Annexation	\$ 12,655.00	\$ 12,655.00	0%
Planning & Building	Other Permits	Mixed-Use Annexation (residential & commercial)	\$ 12,655.00	\$ 12,655.00	0%
Planning & Building	Amendments	Comprehensive Plan Amendment	\$ 7,000.00	\$ 7,000.00	0%
Planning & Building	Amendments	Zoning/Subdivision Text Amendment	\$ 9,500.00	\$ 9,500.00	0%
Planning & Building	Amendments	Zone Change Request	\$ 6,000.00	\$ 6,000.00	0%
Planning & Building	Miscellaneous	Consultant Review Fee	100% of actual costs incurred	100% of actual costs incurred	0%
Planning & Building	Miscellaneous	Community Housing In-lieu Fee	\$ 450.00	\$ 550.00	18%
Planning & Building	Impact Fees	Fire Development Impact Fees Single Family	\$ 2,092.00	\$ 2,092.00	0%
Planning & Building	Impact Fees	Fire Development Impact Fees Multi Family per unit	\$ 1,616.00	\$ 1,616.00	0%
Planning & Building	Impact Fees	Fire Development Impact Fees Commercial per square foot	\$ 0.45	\$ 0.45	0%

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Department	Program	Fee Description	FY 2024 Adopted Fee	FY 2025 Proposed Fee	Change %
Planning & Building	Impact Fees	Parks Development Impact Fees Single Family	\$ 1,047.00	\$ 1,047.00	0%
Planning & Building	Impact Fees	Parks Development Impact Fees Multi Family per unit	\$ 809.00	\$ 809.00	0%
Planning & Building	Impact Fees	Parks Development Impact Fees Commercial per square foot	\$ -	\$ -	0%
Planning & Building	Impact Fees	Police Development Impact Fees Single Family	\$ 104.00	\$ 104.00	0%
Planning & Building	Impact Fees	Police Development Impact Fees Multi Family per unit	\$ 80.00	\$ 80.00	0%
Planning & Building	Impact Fees	Police Development Impact Fees Commercial per square foot	\$ 0.22	\$ 0.22	0%
Planning & Building	Impact Fees	Streets Development Impact Fees Single Family	\$ 4,492.00	\$ 4,492.00	0%
Planning & Building	Impact Fees	Streets Development Impact Fees Multi Family per unit	\$ 3,471.00	\$ 3,471.00	0%
Planning & Building	Impact Fees	Streets Development Impact Fees Commercial per square foot	\$ 0.97	\$ 0.97	0%
Fire & Rescue	Automatic Fire Alarm Systems	Single Family Residential Installations under 4,000 sq. ft.	\$ 100.00	\$ 100.00	0%
Fire & Rescue	Automatic Fire Alarm Systems	Single Family Residential Installations over 4,000 sq. ft.	\$ 200.00	\$ 200.00	0%
Fire & Rescue	Automatic Fire Alarm Systems	Multi Family and Commercial Installations up to 6,000 sq. ft.	\$ 200.00	\$ 200.00	0%
Fire & Rescue	Automatic Fire Alarm Systems	Multi Family and Commercial Installations 5,000 - 20,000 sq. ft.	\$ 350.00	\$ 350.00	0%
Fire & Rescue	Automatic Fire Alarm Systems	Multi Family and Commercial Installations over 20,000 sq. ft.	\$ 500.00	\$ 500.00	0%
Fire & Rescue	Automatic Fire Alarm Systems	Modification (including TI), 1-24 devices	\$ 100.00	\$ 100.00	0%
Fire & Rescue	Automatic Fire Alarm Systems	Modification (including TI), 25 or more devices	\$ 250.00	\$ 250.00	0%
Fire & Rescue	Automatic Fire Alarm Systems	Existing Component Modification	\$ 100.00	\$ 100.00	0%
Fire & Rescue	Automatic Fire Alarm Systems	Component Addition to Existing System	\$ 200.00	\$ 200.00	0%
Fire & Rescue	Automatic Fire Alarm Systems	Fire Alarm Inspections (all) per hour	\$ 75.00	\$ 75.00	0%
Fire & Rescue	Automatic Suppression Systems	Single Family Residential Installations under 6,000 sq. ft.	\$ 150.00	\$ 150.00	0%
Fire & Rescue	Automatic Suppression Systems	Single Family Residential Installations over 6,000 sq. ft.	\$ 250.00	\$ 250.00	0%
Fire & Rescue	Automatic Suppression Systems	Multi Family and Commercial Installations up to 6,000 sq. ft.	\$ 150.00	\$ 150.00	0%
Fire & Rescue	Automatic Suppression Systems	Multi Family and Commercial Installation 6,000 - 20,000 sq. ft.	\$ 250.00	\$ 250.00	0%
Fire & Rescue	Automatic Suppression Systems	Multi Family and Commercial Installation 20,001 - 40,000 sq. ft.	\$ 500.00	\$ 500.00	0%
Fire & Rescue	Automatic Suppression Systems	Multi Family and Commercial Installation over 40,000 sq. ft.	\$ 800.00	\$ 800.00	0%
Fire & Rescue	Automatic Suppression Systems	Modification, 1-10 Heads	\$ 150.00	\$ 150.00	0%
Fire & Rescue	Automatic Suppression Systems	Modification, 10 or more Heads	\$ 300.00	\$ 300.00	0%
Fire & Rescue	Automatic Suppression Systems	Per Head fee for all Plan Checks	\$ 1.00	\$ 1.00	0%
Fire & Rescue	Automatic Suppression Systems	Fire Suppression System Inspections (all) per hour	\$ 75.00	\$ 75.00	0%
Fire & Rescue	Automatic Suppression Systems	Fire Flow Tests (beyond one included in plan review or other)	\$ 150.00	\$ 150.00	0%
Fire & Rescue	Sandpipe System Permits	New Installation	\$ 250.00	\$ 250.00	0%
Fire & Rescue	Sandpipe System Permits	Modification	\$ 100.00	\$ 100.00	0%
Fire & Rescue	Sandpipe System Permits	Per Hose Connection for New and Existing Systems	\$ 10.00	\$ 10.00	0%
Fire & Rescue	Sandpipe System Permits	Standpipe System Inspections	\$ 75.00	\$ 75.00	0%
Fire & Rescue	Alternative Fire-Extinguishing System Permits	Clean Agent System Plan Check	\$ 500.00	\$ 500.00	0%
Fire & Rescue	Alternative Fire-Extinguishing System Permits	Clean Agent System Modification	\$ 200.00	\$ 200.00	0%
Fire & Rescue	Alternative Fire-Extinguishing System Permits	New Installation: Commercial Kitchen Fire Suppression (per system)	\$ 200.00	\$ 200.00	0%
Fire & Rescue	Alternative Fire-Extinguishing System Permits	Modification to a Commercial Kitchen Fire Suppression System	\$ 100.00	\$ 100.00	0%
Fire & Rescue	Alternative Fire-Extinguishing System Permits	Inspections (per hour)	\$ 75.00	\$ 75.00	0%
Fire & Rescue	Alternative Fire-Extinguishing System Permits	Modification to any Alternative Fire-Extinguishing System	\$ 100.00	\$ 100.00	0%
Fire & Rescue	Fire Pump Permits	New Installation	\$ 300.00	\$ 300.00	0%
Fire & Rescue	Fire Pump Permits	Modification	\$ 100.00	\$ 100.00	0%
Fire & Rescue	Fire Pump Permits	Inspections (per hour)	\$ 75.00	\$ 75.00	0%
Fire & Rescue	Solar Photovoltaic System Permits	New Installation and Plan Review	\$ 200.00	\$ 200.00	0%
Fire & Rescue	Solar Photovoltaic System Permits	Modification to Existing System	\$ 100.00	\$ 100.00	0%
Fire & Rescue	Solar Photovoltaic System Permits	Inspections (per hour)	\$ 75.00	\$ 75.00	0%
Fire & Rescue	Flammable & Combustible Liquid Tank Permits	New Installation - Each Tank	\$ 300.00	\$ 300.00	0%

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Department	Program	Fee Description	FY 2024 Adopted Fee	FY 2025 Proposed Fee	Change %
Fire & Rescue	Flammable & Combustible Liquid Tank Permits	Modification – Each Tank	\$ 100.00	\$ 100.00	0%
Fire & Rescue	Flammable & Combustible Liquid Tank Permits	Removal – Each Tank	\$ 100.00	\$ 100.00	0%
Fire & Rescue	L-P Gas System Permits	New Installation – Storage and/or dispensing	\$ 300.00	\$ 300.00	0%
Fire & Rescue	L-P Gas System Permits	Modification – Storage and/or dispensing	\$ 100.00	\$ 100.00	0%
Fire & Rescue	L-P Gas System Permits	New Installation - Prefilled Portable Cylinders for Consumer Exchange	\$ 100.00	\$ 100.00	0%
Fire & Rescue	Compressed Gases Systems Permit	New Installation	\$ 300.00	\$ 300.00	0%
Fire & Rescue	Compressed Gases Systems Permit	Modification	\$ 100.00	\$ 100.00	0%
Fire & Rescue	Medical Gas Systems Permit	New Installation	\$ 300.00	\$ 300.00	0%
Fire & Rescue	Medical Gas Systems Permit	Modification	\$ 100.00	\$ 100.00	0%
Fire & Rescue	Spring, Dipping or Powder Coating Permits	New Installation - Spray Area, Spray Room, Spray Booth, Dip Tank or Mixing Room	\$ 300.00	\$ 300.00	0%
Fire & Rescue	Spring, Dipping or Powder Coating Permits	Modification - Spray Area, Spray Room, Spray Booth, Dip Tank or Mixing Room	\$ 100.00	\$ 100.00	0%
Fire & Rescue	Hazardous Materials Permit	Annual Fee to Store, Transport On-Site, Dispense, Use or Handle Hazardous Materials	\$ 150.00	\$ 150.00	0%
Fire & Rescue	Hazardous Materials Permit	HMIS Assessment (minimum one hour) (per hour)	\$ 75.00	\$ 75.00	0%
Fire & Rescue	Hazardous Materials Permit	HMMP Assessment (minimum one hour) (per hour)	\$ 75.00	\$ 75.00	0%
Fire & Rescue	Hazardous Materials Permit	New Installation - HazMat Container, Tank or Process	\$ 200.00	\$ 200.00	0%
Fire & Rescue	Hazardous Materials Permit	Modification - HazMat Container, Tank or Process	\$ 100.00	\$ 100.00	0%
Fire & Rescue	Other Fire Code Permits	Carbon Dioxide Systems	\$ 200.00	\$ 200.00	0%
Fire & Rescue	Other Fire Code Permits	Firefighter Air System (FAS)	\$ 500.00	\$ 500.00	0%
Fire & Rescue	Other Fire Code Permits	Public Safety Radio Amplification System	\$ 500.00	\$ 500.00	0%
Fire & Rescue	Other Fire Code Permits	Smoke Control/Management System	\$ 300.00	\$ 300.00	0%
Fire & Rescue	Other Fire Code Permits	Battery System (UPS)	\$ 300.00	\$ 300.00	0%
Fire & Rescue	Other Fire Code Permits	High-Piled Storage Plan (minimum one hour) (per hour)	\$ 75.00	\$ 75.00	0%
Fire & Rescue	Other Fire Code Permits	Other fire code related permits as set forth in IFC Section 105.7 (minimum one hour) (per hour)	\$ 75.00	\$ 75.00	0%
Fire & Rescue	Other Fire Code Permits	Annual operational permits as set forth in IFC Section 105.6	\$ 100.00	\$ 100.00	0%
Fire & Rescue	Inspection & Standby Fees	Re-inspection fees (minimum one hour) (per hour)	\$ 75.00	\$ 75.00	0%
Fire & Rescue	Inspection & Standby Fees	Additional inspections required by changes, additions, or revisions (minimum one hour) (per hour)	\$ 75.00	\$ 75.00	0%
Fire & Rescue	Inspection & Standby Fees	After Hours Inspections (based on staff availability, minimum two hours) (per hour)	\$ 150.00	\$ 150.00	0%
Fire & Rescue	Inspection & Standby Fees	Investigation inspection fee (work commencing before permit issuance - IFC 106.3)	\$ 300.00	\$ 300.00	0%
Fire & Rescue	Inspection & Standby Fees	Investigation inspection fee (removal of Stop Work Order - IFC 112)	\$ 300.00	\$ 300.00	0%
Fire & Rescue	Inspection & Standby Fees	Firewatch, standby firefighters and/or emergency medical personnel and apparatus as required by the <i>fire marshal</i> . Use current IDL ICMA cost per firefighter/paramedic and fire truck/ambulance.	ICMA RATES	ICMA RATES	0%
Fire & Rescue	Inspection & Standby Fees	Temporary Use - Carnival, Fair, Circus, Haunt or Other Public Special Event - 30 Days	\$ 200.00	\$ 200.00	0%
Fire & Rescue	Temporary Use Permit Fees	Temporary Use - Amusement Building - 30 Days (must have sprinkler system 3103.3.1)	\$ 500.00	\$ 500.00	0%
Fire & Rescue	Temporary Use Permit Fees	Temporary Use - Fuel Tank & Dispensing	\$ 100.00	\$ 100.00	0%
Fire & Rescue	Temporary Use Permit Fees	Temporary Use - LP Gas - Construction Site Use of Containers Over 100 lbs.	\$ 100.00	\$ 100.00	0%
Fire & Rescue	Temporary Use Permit Fees	Temporary Use - Tent or Membrane Structure >400 sq. ft. -Additional Tents(s) per event \$50 ea.	\$ 100.00	\$ 100.00	0%
Fire & Rescue	Temporary Use Permit Fees	Temporary Use - Special Event Structure >400 sq. ft.	\$ 100.00	\$ 100.00	0%
Fire & Rescue	Temporary Use Permit Fees	Temporary Use - Outdoor Assembly Event where planned attendance exceeds 1000 persons	\$ 200.00	\$ 200.00	0%
Fire & Rescue	Temporary Use Permit Fees	Temporary Use - Pyrotechnics Display	\$ 200.00	\$ 200.00	0%
Fire & Rescue	Temporary Use Permit Fees	Other fire code related temporary use permits not listed (minimum one hour) (per hour)	\$ 75.00	\$ 75.00	0%
Fire & Rescue	Emergency Fire Alarm Response Fees	First 3 alarms per year	\$ -	\$ -	0%
Fire & Rescue	Emergency Fire Alarm Response Fees	4 th alarm per calendar year	\$ 200.00	\$ 200.00	0%
Fire & Rescue	Emergency Fire Alarm Response Fees	Each additional alarm per calendar year progressively increases at \$200.00 increments for each additional fire alarm, by alarm number	\$ 200.00	\$ 200.00	0%
Fire & Rescue	Burn Response Fees	Responses caused by burning without a permit. Use current IDL ICMA cost per firefighter/paramedic and fire truck/ambulance	ICMA RATES	ICMA RATES	0%
Fire & Rescue	Burn Response Fees	Responses to wildland or structure fire caused by an illegal burn. Use current IDL ICMA cost per	ICMA RATES	ICMA RATES	0%

Highlighting indicates a new fee or a fee increase of greater than 5%

Department	Program	Fee Description	FY 2024 Adopted Fee	FY 2025 Proposed Fee	Change %
Fire & Rescue	Burn Response Fees	firefighter/paramedic and fire truck/ambulance	RATES	RATES	0%
Fire & Rescue	Fire Code Violations	Violation of the Fire Code (\$250.00 per violation, per day) Each day in which a violation occurs, after due notice has been served, shall constitute a separate offense	\$ 250.00	\$ 250.00	0%
Recreation	Youth Fees After School	Full season (school year)	\$ 755.00	\$ 755.00	0%
Recreation	Youth Fees After School	Per month	\$ 105.00	\$ 105.00	0%
Recreation	Youth Fees After School	Per day	\$ 15.00	\$ 15.00	0%
Recreation	Youth Fees After School	Out-of-school and extra activities, cost is activity dependent	\$40.00-\$65.00	\$40.00-\$65.00	0%
Recreation	Youth Fees After School	Swimming (6 weeks session)	\$ 90.00	\$ 90.00	0%
Recreation	Youth Fees After School	Additional after school activities	\$ 80.00	\$ 80.00	0%
Recreation	Youth Fees Summer	Full summer (ten weeks M-Th)	\$ 1,100.00	\$ 1,100.00	0%
Recreation	Youth Fees Summer	Per week (M-TH)	\$ 155.00	\$ 155.00	0%
Recreation	Youth Fees Summer	Per day (drop-in)	\$ 40.00	\$ 40.00	0%
Recreation	Youth Fees Summer	Swimming (10 weeks session)	\$ 150.00	\$ 150.00	0%
Recreation	Youth Fees Summer	Friday Adventures (requires individual registration) cost depends on activity	\$40.00-\$65.00	\$40.00-\$65.00	0%
Recreation	Park Reservations	100 people or fewer-1/2 day rate up to 4 hours	\$ 80.00	\$ 80.00	0%
Recreation	Park Reservations	101 people or more-1/2 day rate up to 4 hours	\$ 160.00	\$ 160.00	0%
Recreation	Park Reservations	100 people or fewer-Full day rat up to 8 hours	\$ 160.00	\$ 160.00	0%
Recreation	Park Reservations	101 people or more-Full Day Rate up to 8 hours	\$ 320.00	\$ 320.00	0%
Recreation	Park Reservations	Refundable Security Deposit (over 100 people)	\$ 250.00	\$ 250.00	0%
Recreation	User Fees	Athletic fields and facilities (per two hours)	\$ 80.00	\$ 80.00	0%
Recreation	User Fees	Recreation Center (per two hours)	\$ 60.00	\$ 60.00	0%
Recreation	User Fees	Recreation Center Security Deposit	\$ 150.00	\$ 150.00	0%
Recreation	User Fees	Public Park Areas	Fees are determined by staff according to current Park Reservations, athletic field and Recreation Center Fee Schedules	Fees are determined by staff according to current Park Reservations, athletic field and Recreation Center Fee Schedules	0%
Administrative	Special Events	Street Party Application Fee	\$ 100.00	\$ 100.00	0%
Administrative	Special Events	Block Party Application Fee	\$ 50.00	\$ 50.00	0%
Administrative	Special Events	Category A – application fee	\$ 100.00	\$ 100.00	0%
Administrative	Special Events	Category B – application fee	\$ 400.00	\$ 400.00	0%
Administrative	Special Events	Category C – application fee	\$ 800.00	\$ 800.00	0%
Administrative	Special Events	Facility Fee(per day)	\$ 150.00	\$ 150.00	0%
Administrative	Special Events	Visitor Center Window Advertising Permit	\$ 75.00	\$ 75.00	0%
Administrative	Special Events	Music License Fee (per day)	\$ 10.00	\$ 10.00	0%
Administrative	Special Events	Street Closure for Designated Event Location	\$ 100.00	\$ 100.00	0%
Administrative	Special Events	Street Closure for Non-Designated Event Location	\$ 500.00	\$ 500.00	0%
Administrative	Special Events	Refundable Security Deposit (Street Party & Small Events)	\$ 250.00	\$ 250.00	0%
Administrative	Special Events	Refundable Security Deposit (Medium & Large Events)	\$ 500.00	\$ 500.00	0%
Administrative	Film Permits	Motion: City Property including rights-of-way(per day)	\$ 400.00	\$ 400.00	0%
Administrative	Film Permits	Still: City Property including rights-of-way (per day)	\$ 200.00	\$ 200.00	0%
Administrative	Memorials and Donations	Benches, trees, tables, property, etc.	All memorials are cost-specific and determined by Department Director or designee	All memorials are cost-specific and determined by Department Director or designee	0%

Highlighting indicates a new fee or a fee increase of greater than 5%

Department	Program	Fee Description	FY 2024 Adopted Fee	FY 2025 Proposed Fee	Change %
Administrative	Tree Services	Tree Removal Permit (allows contractor to remove a public tree upon outside request with permission(per occurrence))	\$ 50.00	\$ 50.00	0%
Administrative	Tree Services	Tree Permit (allows contractor to perform work on public trees with permission (per fiscal year))	\$ 50.00	\$ 50.00	0%
Street	Permits	Banner Install/Remove	\$ 175.00	\$ 175.00	0%
Street	Permits	Right of Way Encroachment Agreement	\$ 475.00	\$ 475.00	0%
Street	Permits	Temporary Use of the Right of Way Permit (TURP)	\$ 100.00	\$ 100.00	0%
Street	Permits	Dig Permit	\$ 50.00	\$ 50.00	0%
Street	Permits	Barricade Rental	\$ 20.00	\$ 20.00	0%
Street	Permits	Security Agreement/Performance Bond Processing Fee	\$ 100.00	\$ 100.00	0%
Water	Fees	City water tap and corporation stop installation	In addition to connection fees in table 4-D	In addition to connection fees in table 4-D	0%
Water	Fees	1" tap	\$ 203.00	\$ 203.00	0%
Water	Fees	1 1/2" tap	\$ 220.00	\$ 220.00	0%
Water	Fees	2" tap	\$ 247.00	\$ 247.00	0%
Water	Fees	Non-Standard Connection Fee	Time and material cost to city	Time and material cost to city	0%
Water	Fees	Water Meter Fee – 1" Water Meter	Meter cost + \$40; check with Water Division for current meter costs	Meter cost + \$40; check with Water Division for current meter costs	0%
Water	Fees	Water Meter Fee – 1.5" R2 Water Meter	Meter cost + \$40; check with Water Division for current meter costs	Meter cost + \$40; check with Water Division for current meter costs	0%
Water	Fees	Water Meter Fee – 1.5" C2 Water Meter	Meter cost + \$40; check with Water Division for current meter costs	Meter cost + \$40; check with Water Division for current meter costs	0%
Water	Fees	Water Meter Fee – 2" R2 Water Meter	Meter cost + \$40; check with Water Division for current meter costs	Meter cost + \$40; check with Water Division for current meter costs	0%
Water	Fees	Water Meter Fee – 2" C2 Water Meter	Meter cost + \$40; check with Water Division for current meter costs	Meter cost + \$40; check with Water Division for current meter costs	0%
Water	Fees	Water Meter Fee – 3" Water Meter + up	Meter cost + \$40; check with Water Division for current meter costs	Meter cost + \$40; check with Water Division for current meter costs	0%
Water	Fees	Water Meter Vaults	\$ 1,100.00	\$ 1,100.00	0%
Water	Fees	Fire Line Permit Fee	\$ 253.00	\$ 253.00	0%
Water	Fees	Turn-On Fee	\$ 25.00	\$ 25.00	0%
Water	Fees	Turn-Off Fee	\$ 25.00	\$ 25.00	0%
Water	Fees	Water User Charges – Metered Users Base charge (residential or commercial)	\$ 15.28	\$ 16.04	5%
Water	Fees	1,000 – 8,000 Additional Gallons per 1,000 gallons	\$ 1.31	\$ 1.38	5%
Water	Fees	8,001 – 20,000 Additional Gallons per 1,000 gallons	\$ 2.57	\$ 2.70	5%
Water	Fees	20,001 – 32,000 Additional Gallons per 1,000 gallons	\$ 3.03	\$ 3.19	5%
Water	Fees	32,001 – 44,000 Additional Gallons per 1,000 gallons	\$ 3.50	\$ 3.67	5%
Water	Fees	44,001 – 56,000 Additional Gallons per 1,000 gallons	\$ 3.96	\$ 4.16	5%
Water	Fees	56,001 – 68,000 Additional Gallons per 1,000 gallons	\$ 4.42	\$ 4.64	5%
Water	Fees	68,001 – 80,000 Additional Gallons per 1,000 gallons	\$ 4.88	\$ 5.13	5%

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Department	Program	Fee Description	FY 2024 Adopted Fee	FY 2025 Proposed Fee	Change %
Water	Fees	80,001 – 92,000 Additional Gallons per 1,000 gallons	\$ 5.49	\$ 5.77	5%
Water	Fees	92,000 – 104,000 Additional Gallons per 1,000 gallons	\$ 6.10	\$ 6.41	5%
Water	Fees	104,001 – 116,000 Additional Gallons per 1,000 gallons	\$ 6.71	\$ 7.04	5%
Water	Fees	116,001 – 128,000 Additional Gallons per 1,000 gallons	\$ 7.33	\$ 7.70	5%
Water	Fees	128,001 – 140,000 Additional Gallons per 1,000 gallons	\$ 7.94	\$ 8.33	5%
Water	Fees	140,001 – 152,000 Additional Gallons per 1,000 gallons	\$ 8.55	\$ 8.97	5%
Water	Fees	>152,000 Additional Gallons per 1,000 gallons	\$ 9.16	\$ 9.61	5%
Water	User Charges-Flat Rate	Residential-First five (5) cold water taps or less Each additional cold water tap (per month, per unit)	\$ 26.31	\$ 27.63	5%
Water	User Charges-Flat Rate	Residential-Each additional cold water tap (per month, per unit)	\$ 2.43	\$ 2.55	5%
Water	User Charges-Flat Rate	Residential-Irrigation and sprinkling per each 1,000 square feet of lot area (per month, per unit)	\$ 0.87	\$ 0.92	5%
Water	User Charges-Flat Rate	Commercial-First five (5) cold water taps or less Each additional cold water tap (per month, per unit)	\$ 40.38	\$ 42.40	5%
Water	User Charges-Flat Rate	Commercial-Each additional cold water tap (per month, per unit)	\$ 3.36	\$ 3.53	5%
Water	User Charges-Flat Rate	Commercial-Irrigation and sprinkling per each 1,000 square feet of lot area (per month, per unit)	\$ 0.88	\$ 0.93	5%
Water	User Fees	Fire User Charge 2" Connection (per month)	\$ 8.62	\$ 9.05	5%
Water	User Fees	Fire User Charge 4" Connection (per month)	\$ 17.54	\$ 18.41	5%
Water	User Fees	Fire User Charge 6" Connection (per month)	\$ 35.24	\$ 37.00	5%
Water	User Fees	Fire User Charge 8" Connection (per month)	\$ 52.09	\$ 54.70	5%
Water	User Fees	Fire User Charge 10" Connection (per month)	\$ 70.52	\$ 74.04	5%
Water	User Fees	Fire User Charge 12" Connection (per month)	\$ 87.27	\$ 91.63	5%
Water	User Fees	Tank Truck Fill Fee	Fee determined by amount	Fee determined by amount	0%
Water	User Fees	Use of Fire Hydrant Charge (per day)	\$ 25.00	\$ 25.00	0%
Water	Connection Fees	Meter 1" scale factor 1.00	\$ 3,816.00	\$ 3,816.00	0%
Water	Connection Fees	Meter 1.5" scale factor 2.25	\$ 8,586.00	\$ 8,586.00	0%
Water	Connection Fees	Meter 2" scale factor 4.00	\$ 15,264.00	\$ 15,264.00	0%
Water	Connection Fees	Meter 3" scale factor 9.00	\$ 34,344.00	\$ 34,344.00	0%
Water	Connection Fees	Meter 4" scale factor 16.00	\$ 61,056.00	\$ 61,056.00	0%
Water	Connection Fees	Meter 6" scale factor 36.00	\$ 137,376.00	\$ 137,376.00	0%
Wastewater	Fees	Service Inspection Fee	\$ 40.00	\$ 40.00	0%
Wastewater	Sewer User Fees	11-Single family home	\$ 43.94	\$ 46.14	5%
Wastewater	Sewer User Fees	12-Multiple living unit	\$ 43.94	\$ 46.14	5%
Wastewater	Sewer User Fees	13-Motel / hotel (first unit)	\$ 43.94	\$ 46.14	5%
Wastewater	Sewer User Fees	15-Office building / 1,500 square feet	\$ 43.94	\$ 46.14	5%
Wastewater	Sewer User Fees	16-Retail sales / 3,000 square feet	\$ 43.94	\$ 46.14	5%
Wastewater	Sewer User Fees	17-Restaurant / cafe per seat with or without a trap	\$ 4.34	\$ 4.55	5%
Wastewater	Sewer User Fees	20-Retail food / 1,500 square feet	\$ 43.94	\$ 46.14	5%
Wastewater	Sewer User Fees	21-Barber shop / per chair	\$ 21.95	\$ 23.04	5%
Wastewater	Sewer User Fees	22-Beauty salon / per operator	\$ 43.94	\$ 46.14	5%
Wastewater	Sewer User Fees	26-Dry cleaners	\$ 87.85	\$ 92.25	5%
Wastewater	Sewer User Fees	27-Garage / mechanical per 1,500 square feet	\$ 87.85	\$ 92.25	5%
Wastewater	Sewer User Fees	28-Laundries	\$ 175.76	\$ 184.55	5%
Wastewater	Sewer User Fees	29-Bank	\$ 87.85	\$ 92.25	5%
Wastewater	Sewer User Fees	30-School / per 50 students	\$ 43.94	\$ 46.14	5%
Wastewater	Sewer User Fees	31-Swimming pool / private / 500 square feet	\$ 10.92	\$ 11.47	5%
Wastewater	Sewer User Fees	32-Beer, wine, liquor	\$ 87.85	\$ 92.25	5%

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Department	Program	Fee Description	FY 2024 Adopted Fee	FY 2025 Proposed Fee	Change %
Wastewater	Sewer User Fees	33-Theater / per screen	\$ 87.85	\$ 92.25	5%
Wastewater	Sewer User Fees	35-Nursery school	\$ 87.85	\$ 92.25	5%
Wastewater	Sewer User Fees	36-Church	\$ 87.85	\$ 92.25	5%
Wastewater	Sewer User Fees	37-Lodge / private / 3,000 square feet	\$ 87.85	\$ 92.25	5%
Wastewater	Sewer User Fees	39-Dentist / doctor/ per medical doctor	\$ 47.29	\$ 49.66	5%
Wastewater	Sewer User Fees	40-Car wash with recycle	\$ 47.29	\$ 49.66	5%
Wastewater	Sewer User Fees	41-Hospital / per bed	\$ 8.76	\$ 9.19	5%
Wastewater	Sewer User Fees	42-Bowling alley / per lane	\$ 17.56	\$ 18.43	5%
Wastewater	Sewer User Fees	43-Car wash without recycle / per bay	\$ 87.78	\$ 92.25	5%
Wastewater	Sewer User Fees	44-Commercial / 3,000 square feet	\$ 43.94	\$ 46.14	5%
Wastewater	Sewer User Fees	45-Photo development lab	\$ 87.78	\$ 92.25	5%
Wastewater	Sewer User Fees	46-Gas station with public restrooms	\$ 87.85	\$ 92.25	5%
Wastewater	Sewer User Fees	47-Warehouse / 6,000 square feet	\$ 43.94	\$ 46.14	5%
Wastewater	Sewer User Fees	48-Swimming pool / public / 500 square feet	\$ 33.59	\$ 35.27	5%
Wastewater	Sewer User Fees	54-Motel / hotel unit without cooking	\$ 10.92	\$ 11.47	5%
Wastewater	Sewer User Fees	55-Motel hotel, with cooking	\$ 21.95	\$ 23.04	5%
Wastewater	Sewer User Fees	56-Senior family living home	\$ 21.95	\$ 23.04	5%
Water	Connection Fees	Meter 1" scale factor 1.00	\$ 2,921.00	\$ 2,921.00	0%
Water	Connection Fees	Meter 1.5" scale factor 2.25	\$ 6,572.25	\$ 6,572.25	0%
Water	Connection Fees	Meter 2" scale factor 4.00	\$ 11,684.00	\$ 11,684.00	0%
Water	Connection Fees	Meter 3" scale factor 9.00	\$ 26,289.00	\$ 26,289.00	0%
Water	Connection Fees	Meter 4" scale factor 16.00	\$ 46,736.00	\$ 46,736.00	0%
Water	Connection Fees	Meter 6" scale factor 36.00	\$ 105,156.00	\$ 105,156.00	0%
Administrative	License & Tax Fees	Business License Application Fee	\$ 125.00	\$ 125.00	0%
Administrative	License & Tax Fees	Business License Renewal Fee	\$ 50.00	\$ 50.00	0%
Administrative	License & Tax Fees	Business License Late Fee	\$ 10.00	\$ 10.00	0%
Administrative	License & Tax Fees	City Local Option Tax Application Fee - Tax collected per Municipal Code Title 3, Chapter 12.	\$ -	\$ -	0%
Administrative	License & Tax Fees	City Local Option Tax Late Fee	After Due Date: Penalty - The greater of 5% of Tax Due or \$10.00 Plus 1% Interest Per Month on Tax Due	After Due Date: Penalty - The greater of 5% of Tax Due or \$10.00 Plus 1% Interest Per Month on Tax Due	0%
Administrative	License & Tax Fees	Short-Term Rental Application Permit Fee-City Resolution #1230	\$ 504.00	\$ 504.00	0%
Administrative	License & Tax Fees	Short-Term Rental Renewal Permit Fee	\$ -	\$ 504.00	0%
Administrative	License & Tax Fees	Short-Term Rental Late Fee (per day)	\$ 100.00	\$ 100.00	0%
Administrative	License & Tax Fees	Catering Permit Application Fee- Idaho Code 23-934A	\$ 20.00	\$ 20.00	0%
Administrative	Copy Fees	Black & White 8.5"x 11" Single-sided (per page)	\$ 0.06	\$ 0.06	0%
Administrative	Copy Fees	Black & White 8.5"x 14" Single-sided (per page)	\$ 0.06	\$ 0.06	0%
Administrative	Copy Fees	Black & White 8.5"x 11" Double-sided (per page)	\$ 0.11	\$ 0.11	0%
Administrative	Copy Fees	Black & White 8.5"x 14" Double-sided (per page)	\$ 0.11	\$ 0.11	0%
Administrative	Copy Fees	Black & White 11"x 17" Single-sided (per page)	\$ 0.15	\$ 0.15	0%
Administrative	Copy Fees	Black & White 11"x 17" Double-sided (per page)	\$ 0.29	\$ 0.29	0%
Administrative	Copy Fees	Color 8.5"x 11" Single-sided (per page)	\$ 0.65	\$ 0.65	0%
Administrative	Copy Fees	Color 8.5"x 14" Single-sided (per page)	\$ 0.65	\$ 0.65	0%
Administrative	Copy Fees	Color 8.5"x 11" Double-sided (per page)	\$ 0.65	\$ 0.65	0%
Administrative	Copy Fees	Color 8.5"x 14" Double-sided (per page)	\$ 0.65	\$ 0.65	0%
Administrative	Copy Fees	Color 11"x 17" Single-sided (per page)	\$ 0.85	\$ 0.85	0%

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Department	Program	Fee Description	FY 2024 Adopted Fee	FY 2025 Proposed Fee	Change %
Administrative	Copy Fees	Color 11"x 17" Double-sided (per page)	\$ 0.85	\$ 0.85	0%
Administrative	Copy Fees	24" x 36" (outsourced) (per page)	\$ 3.30	\$ 3.30	0%
Administrative	Copy Fees	22" x 34" (outsourced) (per page)	\$ 3.00	\$ 3.00	0%
Administrative	Labor Rates Hourly	City Administrator, Department Head, Assistant or Associate, City Clerk, City Treasurer- Idaho Code 74-102(10)	Current salary divided by 2,080 hours per year	Current salary divided by 2,080 hours per year	0%
Administrative	Labor Rates Hourly	Network Consultant	Current hourly rate	Current hourly rate	0%