



**AGENDA**

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**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](http://www.ketchumidaho.org/meetings).

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**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/89035043217>

Webinar ID: 890 3504 3217

- Address the Council in person at City Hall.
- Submit your comments in writing at [participate@ketchumidaho.org](mailto:participate@ketchumidaho.org) (*by noon the day of the meeting*)

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

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**CALL TO ORDER:** By Mayor Neil Bradshaw

**ROLL CALL:** Pursuant to Idaho Code 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 August 19, 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 5th & Main Condominiums Subdivision Final Plat Application - Senior Planner Abby Rivin
6. Recommendation to adopt the Blaine County Bike Pedestrian Master Plan Resolution 24-016 - City Administrator Jade Riley

- [7.](#) Recommendation to approve Alcohol Beverage Licenses - Business & Tax Specialist Kelsie Choma
- [8.](#) Recommendation to approve Purchase Order 24120 with Lunceford Excavation for Trail Creek Bridge Sewer Relocation - Senior Project Manager Ben Whipple
- [9.](#) Recommendation to approve Collective Bargaining Agreement 24928 with IAFF Local 3426 - Fire Chief Bill McLaughlin

**NEW BUSINESS:**

- [10.](#) Quarterly update from Sun Valley Economic Development - Executive Director Harry Griffith
- [11.](#) Update on Highway 75 (Elkhorn to River Street) Construction Schedule - City Administrator Jade Riley

**ADJOURNMENT:**

## Cyndy King

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**From:** JULIE WILSON <wilsonbay@mac.com>  
**Sent:** Tuesday, August 20, 2024 11:07 AM  
**To:** Participate  
**Cc:** decision.makers@change.org  
**Subject:** Did you hear us?

Dear Ketchum City Council,

I am supporting a petition called "Pause Washington Street Lot Development in Ketchum, Idaho" started by Ketchum Business Advisory Coalition:

[https://www.change.org/p/pause-washington-street-lot-development-in-ketchum-idaho?utm\\_source=campaign\\_actions\\_voice\\_supporter\\_emails\\_dm](https://www.change.org/p/pause-washington-street-lot-development-in-ketchum-idaho?utm_source=campaign_actions_voice_supporter_emails_dm)

Here is why I care about this petition:

"Parking is critical!"

You have been identified as a decision maker on this petition so I am reaching out to you for a response. What is your opinion about this petition? You can respond by replying to this email.

Thanks for reading,

P.S. Check out services for decision makers such as yourself: [https://www.change.org/decision-makers?utm\\_source=campaign\\_actions\\_voice\\_supporter\\_emails\\_dm](https://www.change.org/decision-makers?utm_source=campaign_actions_voice_supporter_emails_dm)

Sent from Julie's iPhone

## Cyndy King

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**From:** Lolo D <larissaddehaas@gmail.com>  
**Sent:** Friday, August 23, 2024 1:57 PM  
**To:** Participate  
**Subject:** proposed lodging lot increase

Hi,

I think that an increase on the LOT tax through lodging is a great idea. I think that if you highlighted that we are following in McCall's footsteps in an effort to help our local businesses keep housing for our workers, that the public would be more for it.

The precedent has been set already, we aren't making anything new happen, just copying our fellow tourist cities throughout the state and region.

745,000\$ in the first year is a lot of money for Ketchum when we only have about 290 people who live and work in Ketchum. We are already decades behind similar mountain towns with housing. We need to be doing everything to secure housing in our emergency status.

The only people who do not see this an emergency within the city council seem to be those who have not had to search for housing this past decade.

I am about to lose another two friends who were born and raised here. Who work here, and own a small business. They are getting kicked out of their long term rental so the son of the owner can move in. They are tired of fighting so hard for over a year to secure new housing that isn't 3 to 4x more expensive. They will be moving away.

Any money that we are able to get to help for housing is needed.

How many more friends am I forced to lose to moving away due to the dramatic increase in rent since 2021?

Ketchum continues to lose more of the working class that would have voted in favor of this while the council ponders.

I understand the hesitation and want to ensure that the public understands, however this increase is pretty basic as it mostly affects the tourists who are visiting. I know the tourists want to be able to go out, get coffee, dinner, etc., in a town that has enough of a workforce to assist them in their time here. I think the small tax increase on their lodging is reasonable to ensure that our economy has enough local people living here to support a vibrant tourist economy.

Thank you,

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Larissa DeHaas

[larissaddehaas@gmail.com](mailto:larissaddehaas@gmail.com)

208.890.3685



## Cyndy King

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**From:** HP Boyle <boylehp@yahoo.com>  
**Sent:** Friday, August 23, 2024 11:55 AM  
**To:** Participate  
**Cc:** Tripp Hutchinson; Spencer Cordovano; Andrew Guckes  
**Subject:** PUBLIC COMMENT for 8/27/24 P&Z Meeting

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Commissioners,

This meeting agenda puts you in the position of wearing your development hats. But as Tim Mott so eloquently mentioned at your last meeting, you are mandated as our planners, with the staff reporting to you.

Put this agenda in context. It is part of the process that makes Ketchum less of a family town and more of a town for tourists.

In Item 3, you will be permanently eliminating one family home in a residential district to replace it with what will become two short-term rental homes (businesses) in a residential district. This is how we hollow out our residential zones. On paper, it looks like we are creating more housing by subdividing lots. That would be true if you would push our Council to have the courage to regulate short-term rentals to “preserve neighborhood integrity” as permitted under Idaho state law. But that is not what you will be doing.

In Item 4, you will approve replacing a doctor’s office with a luxury rental office. How sad is that?

I’m not sure if you have been reading TheKetchumSun.substack.com, where I explain how you have become complicit in the Troika’s “locals replacement” program.

This agenda certainly furthers that agenda.

Perry Boyle  
Ketchum

## Cyndy King

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**From:** Pat Higgins <pathiggins@cox.net>  
**Sent:** Thursday, August 22, 2024 6:34 AM  
**To:** Participate  
**Cc:** decision.makers@change.org  
**Subject:** Ketchum City Council, did you hear us?

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Dear Ketchum City Council,

I am supporting a petition called "Pause Washington Street Lot Development in Ketchum, Idaho" started by Ketchum Business Advisory Coalition:

[https://www.change.org/p/pause-washington-street-lot-development-in-ketchum-idaho?utm\\_source=supporter\\_emails\\_dm](https://www.change.org/p/pause-washington-street-lot-development-in-ketchum-idaho?utm_source=supporter_emails_dm)

You have been identified as a decision maker on this petition so I am reaching out to you for a response. What is your opinion about this petition? You can respond by replying to this email.

Thanks for reading,

P.S. Check out services for decision makers: [https://www.change.org/decision-makers?utm\\_source=supporter\\_emails\\_dm](https://www.change.org/decision-makers?utm_source=supporter_emails_dm)

Sent from my iPad

## Cyndy King

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**From:** Amy Baruch <abaruch1361@gmail.com>  
**Sent:** Wednesday, August 21, 2024 7:06 AM  
**To:** Participate  
**Subject:** Re: Lodging tax increase- additional info

Please reference this article regarding restrictions on short term rentals and the lack of impact on housing prices. I neglected to note previously, if units are left unoccupied (versus rented), there are fewer guests to spend money on consumer goods, activities, and entertainment in Ketchum, and a further decrease in cash flow to the city.

<https://medium.com/chamber-of-progress/new-nyc-data-shows-that-airbnb-restrictions-arent-solving-housing-crunch-b835803d0040>

Sent from Gmail Mobile

On Mon, Aug 19, 2024 at 12:09 PM Amy Baruch <[abaruch1361@gmail.com](mailto:abaruch1361@gmail.com)> wrote:  
Thank you! I so appreciate your timely response.

Sent from Gmail Mobile

On Mon, Aug 19, 2024 at 12:05 PM Participate <[participate@ketchumidaho.org](mailto:participate@ketchumidaho.org)> wrote:

I think the numbers you have stated should be enough information.

Many thanks,

### **CYNDY KING | CITY OF KETCHUM**

Community Engagement Specialist

P.O. Box 2315 | 191 5<sup>th</sup> Street West | Ketchum, ID 83340

o: 208.726.3841 | f: 208.726.8234

[cking@ketchumidaho.org](mailto:cking@ketchumidaho.org) | [www.ketchumidaho.org](http://www.ketchumidaho.org)

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**From:** Amy Baruch <[abaruch1361@gmail.com](mailto:abaruch1361@gmail.com)>  
**Sent:** Monday, August 19, 2024 12:02 PM  
**To:** Participate <[participate@ketchumidaho.org](mailto:participate@ketchumidaho.org)>  
**Subject:** Re: Lodging tax increase- additional info

Thank you! If you need hard copies I could always screen shot them and send.

Sent from Gmail Mobile

On Mon, Aug 19, 2024 at 10:34 AM Participate <[participate@ketchumidaho.org](mailto:participate@ketchumidaho.org)> wrote:

Thanks, Amy. The emails from Airbnb cannot be opened without the proper permissions. However, your comments below will be a part of public record for today's City Council meeting.

Best,

CITY OF KETCHUM COMMUNITY ENGAGEMENT TEAM

P.O. Box 2315 | [191 Fifth St. W. | Ketchum, ID 83340](#)

o: 208.726.3841 | f: 208.726.7812

[participate@ketchumidaho.org](mailto:participate@ketchumidaho.org) | [ketchumidaho.org](http://ketchumidaho.org)

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**From:** Amy Baruch <[abaruch1361@gmail.com](mailto:abaruch1361@gmail.com)>  
**Sent:** Monday, August 19, 2024 9:13 AM  
**To:** Participate <[participate@ketchumidaho.org](mailto:participate@ketchumidaho.org)>  
**Subject:** Re: Lodging tax increase- additional info

I thought it would be helpful to see taxes generated from my Airbnb rental. 2023 (occupancy taxes \$3,613.88) and YTD 2024 (occupancy taxes \$4,174.12) sent as email forwards from Airbnb. If we lose rentals due to increasingly restrictive short term rental policies, Ketchum stands to lose a substantial income stream.

Please include in presented arguments.

Thank you, Amy Baruch 208-484-1248

Sent from Gmail Mobile

On Fri, Aug 16, 2024 at 12:16 PM Participate <[participate@ketchumidaho.org](mailto:participate@ketchumidaho.org)> wrote:

Thank you, Amy, for submitting your comments. They will be a part of public record for the City Council meeting on Monday, Aug. 19.

CITY OF KETCHUM COMMUNITY ENGAGEMENT TEAM

P.O. Box 2315 | [191 Fifth St. W. | Ketchum, ID 83340](#)

o: 208.726.3841 | f: 208.726.7812

[participate@ketchumidaho.org](mailto:participate@ketchumidaho.org) | [ketchumidaho.org](http://ketchumidaho.org)

-----Original Message-----

From: Amy Baruch <[abaruch1361@gmail.com](mailto:abaruch1361@gmail.com)>

Sent: Friday, August 16, 2024 6:41 AM

To: Participate <[participate@ketchumidaho.org](mailto:participate@ketchumidaho.org)>

Subject: Lodging tax increase

I currently pay local taxes and contribute a large sum to the city generated by taxes paid by each renter (through Airbnb). They spend a lot of money once in Ketchum. Lastly, I am compliant with my renters permit and pay that fee as well. Why are you punishing the hand that feeds? Amy Baruch 208-484-1248

191 W . 6th Ketchum

Sent from my iPhone

# Mallory Walker

140 River Rock Road  
Ketchum, ID 83340-1206  
202-255-1374 (Mobile)  
mallwalk@mac.com

August 19, 2024

Members of the Ketchum City Council  
Mayor of the City of Ketchum  
P.O. Box 2315  
Ketchum, ID 83340

Dear Members of the City Council & Mr. Mayor,

I ask you to reject Ordinance 1256 which is intended to place on the November Ballot an increase in the LOT tax on short-term lodging. My reasoning follows:

- 1) Ketchum is asking for a new tax before the public has been adequately informed about the precise uses of the existing LOT tax for affordable housing.
- 2) The packet supporting the motion is inconsistent. The resolution says "Collected funds will be dedicated solely for the long-term preservation of existing housing units, ensuring occupancy by local residents with legal restrictions. These funds will not be used for new construction of units". The "Agenda Memo" says the money is to support "The Housing Action Plan" and the Memo later describes The Housing Action Plan as building new housing.
- 3) The comparison of Ketchum's lodging tax to other jurisdictions is misleading. Other jurisdictions both have different tax structures outside of lodging taxes and provide different services for the taxes collected. To suggest that Sun Valley and Ketchum should be equal ignores the many benefits offered by Sun Valley that are not offered by Ketchum.

**Ordinance 1256 should not be passed** until the community is adequately informed about the use of the present tax. I supported the 0.5% LOT tax because I thought it was to fund workforce housing. Ketchum seems to believe that the tax should be used for anyone who wants to live here but cannot afford to do so. I reject that premise. We need to provide housing for those that work here, not those who wish not to work but enjoy Ketchum's benefits.

I am happy to support new taxes when it is narrowly focused on workforce housing. That is NOT what this government is doing.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Mallory Walker". The signature is written in black ink and is positioned above the printed name.

Mallory Walker

## Cyndy King

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**From:** Neil Bradshaw  
**Sent:** Monday, August 19, 2024 3:55 PM  
**To:** Jade Riley; Trent Donat; Participate  
**Subject:** Fwd: Opposition to Ordinance 1256  
**Attachments:** Ordinance 1256.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

### NEIL BRADSHAW | CITY OF KETCHUM

#### Mayor

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

o: 208.727.5087 | m: 208.721.2162

[nbradshaw@ketchumidaho.org](mailto:nbradshaw@ketchumidaho.org) | [www.ketchumidaho.org](http://www.ketchumidaho.org)

Begin forwarded message:

**From:** Mallory Walker <mallwalk@mac.com>  
**Date:** August 19, 2024 at 1:36:09 PM MDT  
**To:** Neil Bradshaw <NBradshaw@ketchumidaho.org>  
**Subject: Opposition to Ordinance 1256**

Dear Neil,

Please share my letter with members of the City Council and place my letter in the minutes of of today's meeting.

### Mallory Walker

140 River Rock Road  
Ketchum, ID 83340-1206  
(Mail Address: Box 1206)

or

Apartment 3-D  
3150 South Street, NW  
Washington, DC 20007-4455

202-255-1374 (Mobile)



## Cyndy King

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**From:** Perry Boyle <Boylehp@yahoo.com>  
**Sent:** Monday, August 19, 2024 4:05 PM  
**To:** Participate; Andrew Guckes  
**Subject:** Public comment for KURA and Council

Has anyone notified the KURA bondholders about the Washington Lot project and its negative credit implications? And, if the bonds are rated, the ratings agency?

This development could be perceived as a “material adverse change” by KURAs ‘S creditors.

KURA’s financing is based on property tax increment (see attached from KURA website). Yet because WRCHT is tax exempt, this project will generate no property tax increment during the life of the bonds. If the 53 business owners in the URA who say this project will hurt their business are correct, the project could potentially reduce taxes in the URA area.

Would KURA be knowingly weakening the credit quality of the bonds? Most bond indentures contain language prohibiting the issuer from doing that.

Here is the math as I see it from publicly-disclosed information. KURA currently owns the property at \$1.5mm on its balance sheet (what it paid to the City). The property generates zero property taxes plus whatever the City pays in rent. I think that is \$50k per year, which is well below market. (Does it cover the interest cost on the \$1.5mm?)

Developed as proposed, KURA will have on its balance sheet the \$1.5mm asset, but will have donated \$7mm cash to the project, depleting its equity base by \$7mm. This is a decline in its creditworthiness. Could KURA could use the “event” to mark up the property value to current market? That would require an appraisal.

A URA would typically see a tax increase in a project that would provide at least the bond yield on that cash expenditure, for no negative credit problem. But in this case, KURA will have likely worsened its equity position with zero offsetting increase in tax revenue. Or maybe even a decline.

At what point does KURA need to disclose that to the bondholders? What are the rights of the bondholders?

None of this seems to have discussed in recent KURA meetings. Is it irrelevant?

Thank you,

Perry Boyle

<https://www.ketchumura.org/kura/page/financew>

## Cyndy King

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**From:** Susan Neaman <susancneaman@gmail.com>  
**Sent:** Friday, August 23, 2024 3:41 PM  
**To:** Participate  
**Subject:** Proposed Affordable Housing at First and Washington

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

To whom this may concern,

I am writing to voice my opposition on the proposed Affordable / retail/ ETC. building on First and Washington where the now "public parking" exist.

Yes there is a need for affordable housing and I support affordable housing as a matter of fact I own one and deal with the lack of parking on a regular basis!!!!

To disregard the importance of an efficient amount of parking is just disastrous and will never work! The assumption that the occupants will figure it out (as far as finding parking is just idiotic, short sighted and selfish on the part of the builder and city!!!

I am not sure if there has been enough parking for each bedroom in a proposed apt or condominium complex ever in this town but there wasn't this amount of building or pressure of parking needed for residence, visitors, workers or local customers.

I could continue but the main reason for this letter is to voice my opposition for this Project!!!

Thank you for your time,

Susan Neaman



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

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

**ROLL CALL:**

Spencer Cordovano  
Tripp Hutchinson  
Courtney Hamilton  
Amanda Breen

**ABSENT:**

Mayor Neil Bradshaw

**ALSO PRESENT:**

Jade Riley—City Administrator  
Trent Donat—City Clerk & Business Manager  
Brent Davis—Director of Finance  
Bill McLaughlin—Fire Chief  
Carissa Connelly—Director of Housing  
Rian Rooney—Housing Fellow *(via teleconference)*  
Matt Johnson—City Attorney *(via teleconference)*  
Nathan Jerke—Idaho Transportation Department *(via teleconference)*  
Harry Griffith—Sun Valley Economic Development *(via teleconference)*

**COMMUNICATIONS FROM COUNCIL:**

*None*

**CONSENT AGENDA:**

- Item #5 pulled for discussion. *(00:00:53 in video)*
- Brent Davis addressed item #5. *(00:01:13 in video)*

**Comments, and questions, and discussion by council.** *(00:01:56 in video)*

**Motion to approve the consent agenda items #2 - #10.** *(00:02:30 in video)*

**MOVER:** Courtney Hamilton

**SECONDER:** Tripp Hutchinson

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

**RESULT: ADOPTED**

**PUBLIC HEARING:**

**11.** First reading of Ordinance 1256 – Adjustment to Short-Term Lodging Local Option Tax for Community Housing.

Presented by: Jade Riley *(00:02:55 in video)*

**Comments, and questions, and discussion by council.** *(00:04:22 in video)*

Joined by: Carissa Connelly (00:05:05 video)

**Public Hearing open:** (00:12:25 in video)

Mallory Walker – Ketchum resident (00:12:47 in video)

Daniel Brown – Ketchum resident (00:14:59 in video)

Cindy Forgeon – Best Western Kentwood Lodge (00:16:04 in video)

Bruce Johnson – Ketchum resident (00:18:32 in video)

Keith Perry – Ketchum resident, BCHA Chair (00:20:30 in video)

Susan Winget – Ketchum resident (00:21:50 in video)

Perry Boyle – Ketchum Resident (00:22:38 in video)

**Public Hearing closed:** (00:26:15 in video)

**Comments, and questions, and discussion by council.** (00:26:28 in video)

**Motion to table the reading of Ordinance 1256 for future discussions in the fall.** (00:51:17 in video)

**MOVER:** Tripp Hutchinson

**SECONDER:** Spencer Cordovano

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

**RESULT: ADOPTED**

**12.** Consideration of Fee Resolution to Amend Community Housing In-Lieu Fee.

Presented by: Rian Rooney (00:52:21 in video)

**Comments, and questions, and discussion by council.**

**None** (00:59:57 in video)

**Public Hearing open:** (01:00:18 in video)

Bob Crosby – Sun Valley Board of Realtors (01:00:32 in video)

Perry Boyle – Ketchum Resident (01:04:48 in video)

**Public Hearing closed:** (01:06:14 in video)

**Comments, and questions, and discussion by council.** (01:06:25 in video)

**Motion to adopt Resolution 25-002, establishing a new in-lieu fee for Community Housing of \$600.00 a square foot effective October 1<sup>st</sup>, 2024.** (01:29:14 in video)

**MOVER:** Tripp Hutchinson

**SECONDER:** Courtney Hamilton

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

**RESULT: ADOPTED**

**NEW BUSINESS:**

*Items #15 and #14 were moved ahead of Public Hearing item # 13.* (01:29:45 in video)

**15.** Update on Highway 75 (Elkhorn to River Street) Construction Schedule.

Amanda Breen introduced item #15. (01:30:20 in video)

Presented by Nathan Jerke (01:31:06 in video)

**Comments, and questions, and discussion by council.** (01:35:12 in video)

- Harry Griffith commented. (01:52:48 in video)

**14. Policy direction regarding tax impact of Fire Consolidation.**

Presented by: Brent Davis (01:56:54 in video)

**Comments, and questions, and discussion by council.** (02:06:30 in video)

Presentation continued by: Bill McLaughlin (02:11:27 in video)

**Comments, and questions, and discussion by council.** (02:14:57 in video)

**Public Comment Open:** (02:16:30 in video)

Myles Canfield – Ketchum Resident (02:16:45 in video)

Marty Albertson – Ketchum Resident (02:20:01 in video)

**Public Comment Closed:** (02:20:38 in video)

- Bill McLaughlin addressed public comment and explained the benefits. (02:21:09 in video)
- Amanda Breen commented on the benefits of consolidation. (02:27:53 in video)

**Comments, and questions, and discussion by council.** (02:31:47 in video)

**PUBLIC HEARING CONTINUED:**

**13. Second Reading of FY 2025 Budget Ordinance #1255.** (03:07:25 in video)

Presented by: Brent Davis (03:07:25 in video)

**Public Hearing Opened:** (03:08:41 in video)

**Public Hearing Closed:** (03:08:50 in video)

**Motion to approve the second reading by title only of Ordinance #1255 and schedule a third reading.**

(03:08:57 in video)

**MOVER:** Tripp Hutchinson

- The council agreed to combine the second and third readings of Ordinance #1255. (03:09:11 in video)
- The Motion was changed and restated.

**Motion to approve consolidation of the second and third readings.** (03:09:38 in video)

**MOVER:** Tripp Hutchinson

**SECONDER:** Courtney Hamilton

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

**RESULT: ADOPTED**

- Motion was restated to read “final reading.”

**Motion to approve the final reading by title only of Ordinance #1255.** (03:10:25 in video)

**MOVER:** Tripp Hutchinson

**SECONDER:** Courtney Hamilton

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

**RESULT: ADOPTED**

**Ordinance #1255 read by title only by Trent Donat.** (03:10:47 in video)

**Motion to adopt the FY 2025 budget. (03:11:35 in video)**

**MOVER:** Amanda Breen

**SECONDER:** Courtney Hamilton

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

**RESULT: ADOPTED**

**EXECUTIVE SESSION:**

**Motion to go into executive session pursuant to Idaho code 74-206 (1) J – to consider labor contract matters (f) to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation. (03:11:53 in video)**

**MOVER:** Courtney Hamilton

**SECONDER:** Spencer Cordovano

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

**RESULT: ADOPTED**

**ADJOURNMENT:**

**Motion to adjourn. (03:12:23 in video)**

**MOVER:** Courtney Hamilton

**SECONDER:** Spencer Cordovano

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

**RESULT: UNANIMOUS**

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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
<b>GENERAL FUND</b>					
<b>01-3700-3600 REFUNDS &amp; REIMBURSEMENTS</b>					
BRIAN SCHROEDER	081524	PAYROLL ADVANCE	300.00		0
CHRISTENSEN, LYN	082724	REFUND FOR DOUBLE PAYMENT	131.00		0
Total :			431.00		
<b>ADMINISTRATIVE SERVICES</b>					
<b>01-4150-3100 OFFICE SUPPLIES &amp; POSTAGE</b>					
GEM STATE PAPER & SUPPLY	1124420-01	LIQUID COFFEE CREAMER	61.91		0
US BANK	4026 072524	ECOFRIENDLY DISPOSABLE SILVERWARE	26.05		0
US BANK	4026 072524	FINANCE LOCKBOX AND WALL HOOKS	65.98		0
US BANK	4026 072524	ECOFRIENDLY DISPOSABLE SILVERWARE	61.15		0
US BANK	4026 072524	ECOFRIENDLY DISPOSABLE SILVERWARE	17.09		0
US BANK	4026 072524	PENS	18.98		0
US BANK	4026 072524	ECOFRIENDLY NAPKINS	17.99		0
US BANK	4026 072524	BATTERIES	12.15		0
US BANK	7937 072524	WALL AND DESK PLATES	45.75		0
US BANK	7937 072524	BUSINESS CARDS	65.99		0
US BANK	7937 072524	BUSINESS CARDS	140.55		0
US BANK	8603 072524	STICKY NOTES, NOTEBOOKS	43.68		0
US BANK	8603 072524	PORTABLE MONITOR FOR REMOTE WORK	217.00		0
US BANK	8603 072524	CREDIT FOR RETURN OF BROKEN MONITOR	119.99-		0
<b>01-4150-4200 PROFESSIONAL SERVICES</b>					
CINTAS	4202742892	MATS AND TOWELS	40.99		0
PUDDICOMBE, MAUREEN	080924	FRONT DESK COVERAGE	175.00		0
DESMAN, INC	D24043	CONCEPT DESIGN FOR PARKING GARAGE	570.00		0
<b>01-4150-4900 PERSONNEL TRAINING/TRAVEL/MTG</b>					
ATKINSONS' MARKET	03915030	FOOD FOR BENEFITS MEETING	33.45		0
US BANK	4026 072524	PIPTA CONFERENCE REGISTRATION	45.00		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
US BANK	8603 072524	TEAM COFFEE	16.48		0
DONAT, TRENT	081224	PIPTA CONFERENCE	225.98		0
<b>01-4150-5100 TELEPHONE &amp; COMMUNICATIONS</b>					
CENTURY LINK	333450155 081	333450155 081324 - ORE WAGON	75.74		0
US BANK	4026 072524	STARLINK SUBSCRIPTION	150.00		0
US BANK	4026 072524	STARLINK SUBSCRIPTION	150.00		0
US BANK	5030 072524	8X8 SUBSCRIPTION	14.18		0
US BANK	5030 072524	8X8 SUBSCRIPTION	1,257.84		0
<b>01-4150-5110 COMPUTER NETWORK</b>					
CDW GOVERNMENT, INC.	SS50055	VEEAM BACKUP LICENSE AND SUPPORT	806.00		0
US BANK	4026 072524	MICROSOFT SUBSCRIPTION	259.18		0
US BANK	4026 072524	MINT MOBILE SUBSCRIPTION	129.68		0
US BANK	4026 072524	WASABI STORAGE SUBSCRIPTION	59.84		0
US BANK	5030 072524	MICROSOFT CREDIT	.39-		0
US BANK	5030 072524	MAILCHIMP SUBSCRIPTION	276.00		0
US BANK	5030 072524	MICROSOFT	8.00		0
US BANK	5030 072524	GODADDY WARM SPRINGS WEBSITE SUBSCRIPTION	23.17		0
US BANK	5030 072524	MICROSOFT CREDIT	134.80-		0
US BANK	5030 072524	ZOOM SUBSCRIPTION	158.00		0
US BANK	5030 072524	MICROSOFT	39.54		0
US BANK	5030 072524	GODADDY CITY WEBSITE SUBSCRIPTION	92.68		0
LEAF	100-687771-00	CONTRACT 100-6877711-001	1,666.20		0
<b>01-4150-5150 COMMUNICATIONS</b>					
US BANK	7937 072524	STOCK IMAGES	74.20		0
US BANK	7937 072524	CREDITS FOR FACEBOOK ADVERTISING	485.53-		0
SNEE, MOLLY	2408	MONTHLY RETAINER RATE & WAGON DAYS MAP REUSE	3,150.00		0
<b>01-4150-5200 UTILITIES</b>					
IDAHO POWER	2203990334 08	131 E RIVER ST, 296 N 1ST AVE LGHT CNTLR	59.59		0
IDAHO POWER	2206570869 08	171 E RIVER ST	26.68		0
IDAHO POWER	2260077785 08	180 E 1ST WHSE	115.02		0
Total ADMINISTRATIVE SERVICES:			9,752.00		

**LEGAL**



Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
<b>01-4160-4200 PROFESSIONAL SERVICES</b>					
WHITE PETERSON LAW FIRM	24982R 073124	GENERAL CITY ADMIN	16,500.00		0
Total LEGAL:			16,500.00		
<b>PLANNING &amp; BUILDING</b>					
<b>01-4170-3100 OFFICE SUPPLIES &amp; POSTAGE</b>					
ATKINSONS' MARKET	04779040	ICE	5.97		0
ATKINSONS' MARKET	04779324	ICE	5.67		0
ATKINSONS' MARKET	05833676	FOOD FOR COMPREHENSIVE PLAN MEETING	49.54		0
<b>01-4170-3200 OPERATING SUPPLIES</b>					
ATKINSONS' MARKET	03914617	DRINKS FOR COMP PLAN MEETING	99.25		0
ATKINSONS' MARKET	03914985	ICE, SUPPLIES AND FOOD FOR COMP PLAN MEETING	59.55		0
ATKINSONS' MARKET	03915134	FOOD FOR COMPREHENSIVE PLAN MEETING	223.11		0
ATKINSONS' MARKET	03915585	ICE	11.34		0
<b>01-4170-4200 PROFESSIONAL SERVICES</b>					
MATTISON, ROBYN	2024.06	JUNE CONSULTING SERVICES	7,246.25		0
S & C ASSOCIATES LLC	3171-3181	CONSULTING SERVICES THROUGH JULY 31ST	2,530.00		0
<b>01-4170-4220 PROF SVCS-FLOOD PLAIN PROG REM</b>					
HARMONY DESIGN & ENGINEE	24238	KETCHUM SAP REVIEW	856.25		0
<b>01-4170-4400 ADVERTISING &amp; LEGAL PUBLICATIO</b>					
COPY CENTER LLC	3333	1ST AND WASHINGTON MAILERS	85.56		0
US BANK	0172 072524	DOUBLE SIDED SANDWICH BOARDS	740.62		0
<b>01-4170-4800 DUES, SUBSCRIPTIONS &amp; MEMBERSH</b>					
US BANK	0172 072524	APA MEMBERSHIP FOR G. BEISER	123.69		0
Total PLANNING & BUILDING:			12,036.80		
<b>NON-DEPARTMENTAL</b>					
<b>01-4193-4200 PROFESSIONAL SERVICE</b>					
SKINNER FAWCETT	48164	PROFESSIONAL SERVICES	2,760.50		0
BEST DAY HR	45482	MAY-JUNE SERVICES	17,005.29		0
BEST DAY HR	45527	JULY-AUGUST SERVICES	4,801.75		0
MCCLURE POLICY, LLC	082224	RESORT CITIES COALITION FOR MAY TO AUGUST			

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
		2024	12,000.00		0
ACRISURE	885390	AUGUST CONSULTING SERVICES	1,875.00		0
BLISS ARCHITECTURE	202405-01	3RD FLOOR REMODEL PLANS	1,862.50		0
<b>01-4193-9930 GENERAL FUND OP. CONTINGENCY</b>					
NOURISH ME	082624	MAIN STREET VOUCHERS	330.00		0
PIONEER SALOON, INC.	082624	MAIN STREET VOUCHER	1,035.00		0
CSHQA, INC.	41616	ENGINEERING MECHANICAL HVAC AND ELECTRICAL FOR CITY HALL	3,500.00	22119	0
DIXON RESOURCES UNLIMITED	4223	RAPID LPR TOOL - 6 MONTHS	12,000.00		0
KIMLEY-HORN & ASSOCIATES	193154000-072	STREETS CONDITION SURVEY & LONG-TERM MAINTENANCE IMPLEMENTATION PLAN	14,270.00	24063	0
THE BURGER GRILL	082624	MAIN STREET VOUCHERS	420.00		0
Total NON-DEPARTMENTAL:			71,860.04		
<b>FACILITY MAINTENANCE</b>					
<b>01-4194-3200 OPERATING SUPPLIES</b>					
A.C. HOUSTON LUMBER CO.	2408-776072	KNEE PADS	34.99		0
GEM STATE PAPER & SUPPLY	1124232	SHOP SUPPLIES	587.53		0
<b>01-4194-3500 MOTOR FUELS &amp; LUBRICANTS</b>					
CHRISTENSEN INC.	CL64159	DIESEL & GAS	414.85		0
<b>01-4194-4200 PROFESSIONAL SERVICES</b>					
CANYON EXCAVATION. LLC	2994	REMOVAL OF LARGE TREE STUMP AT CITY HALL	750.00		0
<b>01-4194-5200 UTILITIES</b>					
IDAHO POWER	2203313446813	900 N 3rd Avenue Restroom	.16		0
IDAHO POWER	2203538992 07	2203538992 072424	100.64		0
IDAHO POWER	2206452274 07	2206452274 - 5TH ST SPKR	26.34		0
IDAHO POWER	2206452274 07	2206452274 - 900 N 3RD AVE PMP	256.55		0
IDAHO POWER	2208579470808	215 LEWIS STREET COMPACTOR	43.31		0
<b>01-4194-5900 REPAIR &amp; MAINTENANCE-BUILDINGS</b>					
US BANK	9988 072524	IDAHO STATE FLAG FOR CITY HALL	19.95		0
<b>01-4194-5910 REPAIR &amp; MAINT-491 SV ROAD</b>					
CHATEAU DRUG CENTER	2901854	SWIFFER DUSTER & MICROFIBERS	37.98		0
CINTAS	4202027430	MATS	47.66		0
CINTAS	4202742945	MATS	47.66		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
GEM STATE PAPER & SUPPLY	1125057	SUPPLIES	932.99		0
MOUNTAIN FIRE SPRINKLER	4464	ANNUAL INSPECTION ON WET FIRE SPRINKLER	335.00		0
<b>01-4194-5950 REPAIR &amp; MAINT-WARM SPRINGS PR</b>					
A.C. HOUSTON LUMBER CO.	2408-777530	MISC TOOLS FOR DOG PARK	167.26		0
A.C. HOUSTON LUMBER CO.	2408-778268	STAIN FOR DOG PARK	14.99		0
PIPECO, INC.	S5469077	PARTS FOR DOG PARK	251.58		0
PIPECO, INC.	S5470154	PARTS FOR WARM SPRINGS PRESERVE	11.67		0
PIPECO, INC.	S5610902	PARTS FOR DOG PARK	257.25		0
PIPECO, INC.	S5623717.001	PINK MARKING PAINT FOR DOG PARK	65.24		0
<b>01-4194-6950 MAINTENANCE</b>					
A.C. HOUSTON LUMBER CO.	2408-779727	SCREWS	13.00		0
PIPECO, INC.	PARTS FOR F	PARTS FOR FACILITIES MAINTENANCE	27.66		0
PIPECO, INC.	S5456287	PARTS FOR FM	25.20		0
PIPECO, INC.	S5516075	PVC PIPE FOR KETCHUM ALIVE	22.70		0
PIPECO, INC.	S5612743.001	RAINBIRD ROTOR	38.80		0
PIPECO, INC.	S5619181.001	MISC PARTS	48.19		0
PIPECO, INC.	S5621619.001	EMITTER	19.55		0
PIPECO, INC.	S5623599.001	AQUALINE HOSE	6.79		0
US BANK	9988 072524	TOILET REBUILD KIT, TOILET SPUD	131.80		0
WEBB LANDSCAPING	K-IN-196965	NOZZLE	20.99		0
Total FACILITY MAINTENANCE:			4,758.28		
<b>POLICE</b>					
<b>01-4210-3100 OFFICE SUPPLIES &amp; POSTAGE</b>					
CHATEAU DRUG CENTER	2901691	GLOVES AND SUPPLIES FOR SIGN MAKING	17.57		0
US BANK	4026 072524	CSO SHOES	127.29		0
<b>01-4210-3200 OPERATING SUPPLIES</b>					
US BANK	4026 072524	EXEMPT PLATES	23.57		0
US BANK	7937 072524	TRAFFIC CONES	229.00		0
<b>01-4210-3500 MOTOR FUELS &amp; LUBRICANTS</b>					
CHRISTENSEN INC.	CL64160	1001227 - ADMIN CFN	142.46		0
<b>01-4210-3610 PARKING OPS PROCESSING FEES</b>					
DATA TICKET INC	168111	JULY CITATION PROCESSING AND TICKETING SERVICES	1,027.80		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
<b>01-4210-3620 PARKING OPS EQUIPMENT FEES</b>					
US BANK	4026 072524	TABLET MOUNT FOR CSO TRUCK	67.84		0
<b>01-4210-5100 TELEPHONE &amp; COMMUNICATIONS</b>					
CENTURY LINK	333466365 081	333466365 081324 - KPD FAX	187.95		0
Total POLICE:			1,823.48		
<b>FIRE &amp; RESCUE</b>					
<b>01-4230-2900 PERFORMANCE AWARDS</b>					
US BANK	5219 072524	AIR ST LUKES	1,375.00		0
<b>01-4230-3200 OPERATING SUPPLIES FIRE</b>					
US BANK	5219 072524	COFFEE MAKER	64.97		0
US BANK	7937 072524	BANNERS	90.52		0
US BANK	7937 072524	FOOD FOR FIRE BANQUET	736.00		0
<b>01-4230-3210 OPERATING SUPPLIES EMS</b>					
BOUNDTREE MEDICAL	85460086	TOURNIQUETS, SHEARS	250.90		0
US BANK	5219 072524	PORTABLE BACKLIGHT METER	29.99		0
US BANK	5219 072524	COFFEE MAKER	64.98		0
HENRY SCHEIN	12458251	EMS MEDICAL SUPPLIES	2,283.07		0
HENRY SCHEIN	12981368	EMS MEDICAL SUPPLIES	1,261.08		0
MINIDOKA MEMORIAL HOSPITA	13-05046	CPR CARDS	315.00		0
<b>01-4230-3500 MOTOR FUELS &amp; LUBRICANTS FIRE</b>					
CHRISTENSEN INC.	CL64154	1001221 FIRE CFN	559.21		0
WARM SPRINGS AUTO PARTS LL	201898	OIL FILTER, FLEETS	179.66		0
<b>01-4230-3510 MOTOR FUELS &amp; LUBRICANTS EMS</b>					
CHRISTENSEN INC.	CL64154	1001221 FIRE CFN	412.34		0
WARM SPRINGS AUTO PARTS LL	201898	OIL FILTER, FLEETS	179.66		0
<b>01-4230-4210 PROFESSIONAL SERVICES EMS</b>					
DEPT. OF HEALTH & WELFARE	00007586	PROVIDER ALS LICENSE RENEWAL - DUMKE	25.00		0
US BANK	3938 072524	GARMIN SUBSCRIPTION	81.80		0
STRYKER MEDICAL	3778976M	2 YEAR ONSITE MAINTENANCE AGREEMENT	4,773.60		0
CLIA LABORATORY PROGRAM	13D2211244	CLIA LAB USER FEES	248.00		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
<b>01-4230-6000 REPAIR &amp; MAINT-AUTO EQUIP FIRE</b>					
WARM SPRINGS AUTO PARTS LL	201713	AIR FILTERS - E1	368.82		0
<b>01-4230-6010 REPAIR &amp; MAINT-AUTO EQUIP EMS</b>					
US BANK	5219 072524	CRIMP CONNECTORS	9.27		0
US BANK	5219 072524	LEAF SPRING CLAMPS	30.78		0
<b>01-4230-6100 REPAIR &amp; MAINT--MACHINERY &amp; EQ</b>					
US BANK	3938 072524	CASING GAUGE	46.75		0
US BANK	5219 072524	PRESSURE GAUGE	14.90		0
US BANK	5219 072524	LETTER AND NUMBER STENCILS	15.48		0
WARM SPRINGS AUTO PARTS LL	202173	HEAT SHRINK TUBING	7.87		0
<b>01-4230-6110 REPAIR &amp; MAINT--MACHINERY &amp; EQ</b>					
US BANK	5219 072524	LETTER AND NUMBER STENCILS	15.47		0
WARM SPRINGS AUTO PARTS LL	202173	HEAT SHRINK TUBING	7.87		0
<b>01-4230-6920 IDL Fire Reimbursements</b>					
US BANK	5219 072524	LODGING FOR DEPLOYMENT FIREFIGHTERS	478.68		0
US BANK	5219 072524	WINDEX	8.04		0
US BANK	5219 072524	CHEVRON	20.68		0
WITTHAR, MIKE	081524	PER DIEM FOR WILDLAND FIRE DEPLOYMENT	914.50		0
COFFMAN, EMILY	081524	PER DIEM FOR WILDLAND FIRE DEPLOYMENT	914.50		0
RENDAHL, CAMERON	081524	PER DIEM FOR WILDLAND FIRE DEPLOYMENT	914.50		0
Total FIRE & RESCUE:			16,698.89		
<b>STREET</b>					
<b>01-4310-3200 OPERATING SUPPLIES</b>					
CINTAS	4202027358	COVERALLS & BLACK MATS CLEANING	21.71		4310044
CINTAS	4202742869	COVERALLS & BLACK MATS CLEANING	21.71		4310044
CINTAS	5225897211	FIRST AID KIT REFILL	123.00		4310044
D & B SUPPLY INC.	1723	CLOTHING- ANDREA	239.95		4310044
FASTENAL COMPANY	0143103200	MISC PARTS	48.13		4310044
FASTENAL COMPANY	IDJER110571	MISC PARTS	29.21		4310044
FASTENAL COMPANY	IDJER110871	MISC PARTS	78.98		4310044
FASTENAL COMPANY	IDJER110943	MISC PARTS	49.49		4310044
US BANK	7937 072524	DOOR HANGERS	135.71		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
<b>01-4310-3500 MOTOR FUELS &amp; LUBRICANTS</b>					
CHRISTENSEN INC.	CL64156	DIESEL & GAS	1,674.18		4310044
<b>01-4310-4200 PROFESSIONAL SERVICES</b>					
LUNCEFORD EXCAVATION, INC.	16462	2024 CHIP SEAL	2,275.00		4310035
ROAD WORK AHEAD TRAFFIC S	TS--25030	CHIP SEAL FLAGGERS	17,600.36	24106	4310035
<b>01-4310-5200 UTILITIES</b>					
IDAHO POWER	2204882910815	200 E 10th ST & 260 E 10TH St - UTILITIES	426.61		4310047
<b>01-4310-6000 REPAIR &amp; MAINT--AUTOMOTIVE EQU</b>					
NAPA AUTO PARTS	196167	ALTENATOR FOR RANGER	212.56		4310044
NAPA AUTO PARTS	196375	CREDIT FOR ALTENATOR CORE ON RANGER	27.50-		4310044
NAPA AUTO PARTS	196401	THERMOSTAT ASSEMBLY FOR FORD RANGER	55.99		4310044
NAPA AUTO PARTS	197079	WHEEL NUT & STUD FOR TAHOE	9.42		4310044
COMMERCIAL TIRE	09-162379	2015 CHEVY TAHOE TIRES & ALIGNMENT	612.24		4310044
<b>01-4310-6100 REPAIR &amp; MAINT--MACHINERY &amp; EQ</b>					
FASTENAL COMPANY	IDJER110133	CABLE TIES & PLOW BLADE BOLTS	35.23		4310044
METROQUIP, INC.	P28196	MATERIAL PUMP	2,766.69		4310044
METROQUIP, INC.	P28335	FLOW DIVERTER	378.64		4310044
NAPA AUTO PARTS	194433	REFRIGERANT FOR PELICAN	59.98		4310044
NAPA AUTO PARTS	194434	SWITCH FOR SEED SPREADER	15.99		4310044
CHRISTENSEN INC.	0603446-IN	GREASE FOR EQUIPMENT	304.40		4310044
COMMERCIAL TIRE	09-162245	TRAILER TIRES FOR ASPHALT PATCH	695.64		4310044
WARM SPRINGS AUTO PARTS LL	201972	BELTS FOR TOOL CAT	36.71		4310044
WARM SPRINGS AUTO PARTS LL	202055	BELT FOR 908	14.30		4310044
WARM SPRINGS AUTO PARTS LL	202286	ALTENATOR FOR PELICAN	514.45		4310044
<b>01-4310-6920 SIGNS &amp; SIGNALIZATION</b>					
ROAD WORK AHEAD TRAFFIC S	TS--25017	DROP OFF ZONE STENCIL	84.84		4310040
<b>01-4310-6930 STREET LIGHTING</b>					
IDAHO POWER	2201174667813	6th ST & MAIN	.73		4310050
IDAHO POWER	2204882910815	STREET LIGHTS	606.46		4310050
IDAHO POWER	2224304721813	111 S LEADVILLE AVE	.16		4310050
<b>01-4310-6950 MAINTENANCE &amp; IMPROVEMENTS</b>					
ATKINSONS' MARKET	03908544	SODAS, CREAM CHEESE, BAGELS & ICE FOR CHIP SEAL	186.52		4310035
ATKINSONS' MARKET	03909028	DONUTS & OJ FOR CHIP SEAL	25.55		4310035

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
ATKINSONS' MARKET	03910095	DONUTS & ICE FOR CHIP SEAL	28.31		4310035
ATKINSONS' MARKET	03910793	BAGELS & DONUTS FOR CHIP SEAL	19.83		4310035
COLOR HAUS, INC.	HF5AA	PAINTING ROLLER	3.99		4310033
COLOR HAUS, INC.	M4ZZJ	WHITE TRAFFIC MARKING PAINT	103.92		4310033
IDAHO ASPHALT SUPPLY, INC.	5-581941	ROAD OIL FOR CHIP SEAL- 08/09/24	18,022.55		4310035
IDAHO ASPHALT SUPPLY, INC.	5-581942	OIL FOR CHIP SEAL - 08/11/24	18,034.45		4310035
IDAHO ASPHALT SUPPLY, INC.	5-581946	OIL FOR CHIP SEAL - 08/12/24	17,826.20		4310035
IDAHO ASPHALT SUPPLY, INC.	5-581947	OIL FOR CHIP SEAL - 08/13/24	17,980.90		4310035
IDAHO ASPHALT SUPPLY, INC.	5-583536	CREDIT - OIL FOR CHIP SEAL - 08/14/24	946.05-		4310035
IDAHO TRAFFIC SAFETY INC	195906	PAINT STRIPING 2024	81,907.96	24070	4310040
JOHNNY B TRANSPORT	0581941	Chip Seal SPREADER SERVICE 8/10/24 & 8/11/24	5,408.48		4310035
JOHNNY B TRANSPORT	0581942	Chip Seal FUEL	1,409.42		4310035
JOHNNY B TRANSPORT	0581946	Chip Seal FUEL SURCHARGE	1,384.12		4310035
JOHNNY B TRANSPORT	0581947	Chip Seal FUEL CHARGE	1,394.27		4310035
JOHNNY B TRANSPORT	0583536	Chip Seal FUEL CHARGE	36.69		4310035
JOHNNY B TRANSPORT	0583905	Chip Seal SPREADER SERVICE 8/12/24 & 8/13/24	4,375.00		4310035
IDAHO MATERIALS & CONSTRU	6422672	CHIPS FOR CHIP SEAL	1,416.36		4310035
Total STREET:			197,719.44		

**RECREATION**

**01-4510-3250 RECREATION SUPPLIES**

A.C. HOUSTON LUMBER CO.	2408-777776	GARBAGE PAIL	22.99		0
ATKINSONS' MARKET	05831349	APPRECIATION LUNCH FOR COUNSELORS	41.65		0
CHATEAU DRUG CENTER	2898880	MOD PODGE	18.98		0
CHATEAU DRUG CENTER	2899930	WATER BALLOONS	2.84		0
OHIO GULCH TRANSFER STATIO	296999	DIRT AND LUMBER WASTE	5.00		0
US BANK	7926 072524	GUM	9.05		0
US BANK	7926 072524	REC SUPPLIES	6.19		0
US BANK	7926 072524	YANKEE FORK TOUR	16.00		0
US BANK	7926 072524	WORK SNEAKERS	56.00		0
US BANK	7926 072524	TRAFFIC CONE BAR	64.99		0
US BANK	7926 072524	CANOPY TENT	120.44		0
US BANK	7926 072524	MEGAPHONE SPEAKER	44.99		0
US BANK	7926 072524	ICE CREAM	39.73		0
US BANK	7926 072524	HERRETT CENTER ADMISSION	78.00		0
US BANK	7926 072524	PRACTICE BASEBALLS AND SOFTBALLS	43.98		0
US BANK	7937 072524	TROPHIES	11.69		0
BOYLE, ZAIDEN	081424	REPLACEMENT FOR SEEING EYE GLASSES	114.99		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
<b>01-4510-3300 RESALE ITEMS-CONCESSION SUPPLY</b>					
ATKINSONS' MARKET	01755449	POPSICLES, DRINKS, BROWNIE BITES, FRUIT STREUDEL	46.28		0
ATKINSONS' MARKET	01758027	COFFEE AND CREAMER	15.47		0
ATKINSONS' MARKET	04882731	ASSORTED CANDIES	7.50		0
SYSCO	240602125	CHICKEN NUGGETS PIZZA FRENCH TOAST STICKS PRETZELS GRAHAM CRACKERS GOLDFISH	689.01		0
<b>01-4510-3500 MOTOR FUELS &amp; LUBRICANTS</b>					
CHRISTENSEN INC.	CL64155	PARKS CFN 1001222	140.83		0
<b>01-4510-5200 UTILITIES</b>					
IDAHO POWER	2206452274 07	2206452274 - 900 N 3RD REC	186.57		0
Total RECREATION:			1,783.17		
Total GENERAL FUND:			333,363.10		
<b>WAGON DAYS FUND</b>					
<b>WAGON DAYS EXPENDITURES</b>					
<b>02-4530-2900 AWARDS</b>					
CASH	082124	WAGON DAY AWARDS	6,000.00		0
<b>02-4530-3250 SOUVENIRS SUPPLIES</b>					
CASH	082024	WAGON DAYS CASH BANK	100.00		0
JUDY'S DESIGN HOUSE LLC	081424	POSTER ARTIST WINNER	500.00		0
<b>02-4530-4200 PROFESSIONAL SERVICES</b>					
SUN VALLEY EVENTS	1047	ORE WAGON MUSEUM STAFFING, CATERING STAFFING FOR GM RECEPTION	4,800.00		0
<b>02-4530-4400 ADVERTISING &amp; LEGAL PUBLICATIO</b>					
THE AVILA CO LLC	1122	WAGON DAYS WINDOW PERF	1,702.76		0
Total WAGON DAYS EXPENDITURES:			13,102.76		
Total WAGON DAYS FUND:			13,102.76		
<b>GENERAL CAPITAL IMPROVEMENT FD</b>					



Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
<b>GENERAL CIP EXPENDITURES</b>					
<b>03-4193-7135 MAIN STREET REHAB</b>					
LUNCEFORD EXCAVATION, INC.	4	MAIN STREET REHAB	144,369.03	24094	713502
SAWTOOTH PLUMBING & HEATI	44597	REPAIR ON CUT LINES	257.00		713502
SAWTOOTH PLUMBING & HEATI	44621	REPAIRS ON CUT LINES	1,594.97		713502
STRATA	TF240134-IN	CONSTRUCTION MATERIAL TESTING	9,444.22	24099	713501
US BANK	7937 072524	HOOK AND LOOP TAPE	19.41		713503
US BANK	9529 072524	TRAVEL LODGING	329.25		713504
US BANK	9529 072524	TRAVEL LODGING	277.25		713504
US BANK	9529 072524	TRAVEL LODGING	329.25		713504
US BANK	9529 072524	TRAVEL FOOD	133.25		713504
US BANK	9529 072524	TRAVEL LODGING	277.25		713504
US BANK	9529 072524	PARKING FOR TRAVEL	45.00		713504
US BANK	9529 072524	MINT MOBILE SUBSCRIPTION	106.48		713504
US BANK	9529 072524	SECURITY CAMERAS	402.78		713504
IDAHO MATERIALS & CONSTRU	PAYAPP3	MAIN STREET REHABILITATION CONTRACT	354,380.40	24088	713502
IDAHO MATERIALS & CONSTRU	PAYAPP3	MAIN STREET REHABILITATION CONTRACT	880,658.57	24088	713501
PEDSAFETY	0042661-IN.1	FREIGHT CHARGES	70.79		713501
<b>03-4193-7607 SIDEWALK CURB AND GUTTER</b>					
CANYON EXCAVATION. LLC	3008	SIDEWALK/CURB AND GUTTER REPAIR	875.00	24100	0
Total GENERAL CIP EXPENDITURES:			1,393,569.90		
<b>FACILITY MAINT CIP EXPENDITURE</b>					
<b>03-4194-7000 WARM SPRINGS PRESERVE PHASE I</b>					
STUDIO SUPERBLOOM, LLC	WSP-032	TASK ORDER 9: MASTER PLANNING WARM SPRINGS PRESERVE	35,667.40	24087	0
STUDIO SUPERBLOOM, LLC	WSP-033-REV	TASK ORDER 9: MASTER PLANNING WARM SPRINGS PRESERVE	1,148.75	24087	0
Total FACILITY MAINT CIP EXPENDITURE:			36,816.15		
<b>FIRE &amp; RESCUE CIP EXPENDITURES</b>					
<b>03-4230-7120 RADIOS (PORTABLE)</b>					
US BANK	3938 072524	MAILING	43.35		0
US BANK	5219 072524	PREMIUM POLY DOORS	2,826.19		0
49 ER COMMUNICATIONS INC.	77570	REPLACEMENT CHANNEL KNOBS	118.75		0
WHITE CLOUD	106668	RADIO	160.00		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
<b>03-4230-7125 RESCUE (CITY PROVIDED)</b>					
US BANK	3938 072524	DRY SUIT REPAIR	187.90		0
Total FIRE & RESCUE CIP EXPENDITURES:			3,336.19		
Total GENERAL CAPITAL IMPROVEMENT FD:			1,433,722.24		
<b>ORIGINAL LOT FUND</b>					
<b>ORIGINAL LOT TAX</b>					
<b>22-4910-6060 EVENTS/PROMOTIONS</b>					
US BANK	7937 072524	KETCHUM ALIVE MUSICIAN HOTEL	209.43		491005
US BANK	7937 072524	KETCHUM ALIVE BANNERS	228.22		491005
US BANK	7937 072524	FARMERS MARKET BANNERS	927.40		491030
US BANK	7937 072524	KETCHUM ALIVE MUSICIAN HOTEL	427.05		491005
US BANK	7937 072524	FACEBOOK ADVERTISING	100.09		491005
US BANK	7937 072524	KETCHUM ALIVE MUSICIAN HOTEL	155.25		491005
US BANK	7937 072524	POWER STRIP AND ADAPTERS	36.98		491038
US BANK	7937 072524	KETCHUM ALIVE MUSICIAN HOTEL	503.08		491005
US BANK	7937 072524	HOOK AND LOOP TAPE	19.41		491005
US BANK	7937 072524	KETCHUM ALIVE MUSICIAN HOTEL	503.08		491005
Total ORIGINAL LOT TAX:			3,109.99		
Total ORIGINAL LOT FUND:			3,109.99		
<b>COMMUNITY HOUSING</b>					
<b>COMMUNITY HOUSING EXPENSE</b>					
<b>54-4410-3100 GENERAL OFFICE</b>					
US BANK	7309 072524	IDAHO STATESMAN SUBSCRIPTION	.99		0
US BANK	7309 072524	NYT SUBSCRIPTION	20.00		0
US BANK	7309 072524	TEAM COFFEE MEETING	21.76		0
US BANK	7309 072524	BREAKFAST MEETING	132.03		0
US BANK	7309 072524	HIPEOPLE EMPLOYEE ASSESSMENT	72.00		0
US BANK	7309 072524	HI PEOPLE EMPLOYEE ASSESSMENT	72.00		0
US BANK	7309 072524	SEATTLE TIMES SUBSCRIPTION	1.00		0
US BANK	7309 072524	AIRPORT INN STAY FOR APPLICANT	740.00		0
US BANK	7309 072524	DINNER MEETING	127.60		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
<b>54-4410-4250 LIFT TOWER LODGE PROFF SVCS</b>					
OFFICE BRIGHT INC	1914	JULY 2024 CLEANING- LIFT TOWER LODGE	280.00		0
SUNSEAL, LTD	2103	LIFT TOWER LODGE PARKING LOT REPAIR	1,241.25		0
<b>54-4410-5900 LIFT TOWER LDG REPAIR &amp; MAINT</b>					
CHATEAU DRUG CENTER	2902786	MV RESTORATION	3.09		0
US BANK	9988 072524	HALO LIGHT TRIM	10.48		0
Total COMMUNITY HOUSING EXPENSE:			2,722.20		
Total COMMUNITY HOUSING:			2,722.20		
<b>WATER FUND</b>					
<b>WATER EXPENDITURES</b>					
<b>63-4340-3200 OPERATING SUPPLIES</b>					
A.C. HOUSTON LUMBER CO.	2408-779296	D BATTERIES	5.99		0
CINTAS	4202742904	WATER - Admin Bldg	10.89		435001
CINTAS	4202742904	WATER	31.20		435001
PIPECO, INC.	S5614776.001	BLUE MARKING PAINT	260.98		0
<b>63-4340-3400 MINOR EQUIPMENT</b>					
LUTZ RENTALS	156169-1	AIR HOSE 3/8X50	69.95		0
<b>63-4340-3500 MOTOR FUELS &amp; LUBRICANTS</b>					
CHRISTENSEN INC.	CL64158	1001225 - WATER	363.43		0
<b>63-4340-3800 CHEMICALS</b>					
GEM STATE WELDERS SUPPLY,I	E274850	55 gal T-Chlor	316.00		0
GEM STATE WELDERS SUPPLY,I	E274930	55 gal T-Chlor	316.00		0
<b>63-4340-4200 PROFESSIONAL SERVICES</b>					
GO-FER-IT	130065	Water Samples	27.30		435001
ROBERTS ELECTRIC	011940	NORTHWOOD PUMP STATION - REPAIR	39,455.69		0
SPRONK WATER ENGINEERS IN	WRV03-14	BIG WOOD RIVER GW MANAGEMENT AREA TECHNICAL WORKING GROUP	4,178.44		0
<b>63-4340-6000 REPAIR &amp; MAINT-AUTO EQUIP</b>					
NAPA AUTO PARTS	195833	4GA AMP INSTALL KIT	54.99		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
<b>63-4340-6100 REPAIR &amp; MAINT-MACH &amp; EQUIP</b>					
ELEVATION GARAGE DOORS	2239	REPLACE BROKEN TORSION SPRINGS	465.00		0
Total WATER EXPENDITURES:			45,555.86		
Total WATER FUND:			45,555.86		
<b>WASTEWATER FUND</b>					
<b>WASTEWATER EXPENDITURES</b>					
<b>65-4350-3100 OFFICE SUPPLIES &amp; POSTAGE</b>					
CHATEAU DRUG CENTER	2899519	SISSORS, 9v BATTERIES 4PK	27.53		435001
<b>65-4350-3200 OPERATING SUPPLIES</b>					
CINTAS	4202742904	WASTEWATER	63.93		435001
CINTAS	4202742904	WASTEWATER - Admin Bldg	10.90		435001
GO-FER-IT	130065	Water Samples WASTEWATER	27.30		435001
UPS STORE #2444	MMN7FR5P8R	WATER SAMPLES	15.11		435001
<b>65-4350-3500 MOTOR FUELS &amp; LUBRICANTS</b>					
NAPA AUTO PARTS	196333	PREMIUM PERFORMACE MULTI	62.90		435002
<b>65-4350-3800 CHEMICALS</b>					
NORTH CENTRAL LABORATORI	507705	Chemicals/supplies	988.24		435001
THATCHER COMPANY, INC.	2024100112332	T-CHLOR 12.5 - 275 G TOTE	3,464.50		435001
<b>65-4350-4900 PERSONNEL TRAINING/TRAVEL/MTG</b>					
US BANK	5198 072524	IRWA CERTIFICATION	360.00		435003
<b>65-4350-5100 TELEPHONE &amp; COMMUNICATIONS</b>					
CENTURY LINK	333803119 081	333803119 - Wastwater	74.49		435001
VERIZON WIRELESS	9971226346	965494438 WASTEWATER DEPT	66.30		435001
<b>65-4350-5200 UTILITIES</b>					
IDAHO POWER	2202158701 08	2202158701 110 RIVER RANCH RD SWR	14,758.74		435001
<b>65-4350-6000 REPAIR &amp; MAINT-AUTO EQUIP</b>					
NAPA AUTO PARTS	196488	OIL, FILTER, BRAKE CLNR	109.68		435002
<b>65-4350-6100 REPAIR &amp; MAINT-MACH &amp; EQUIP</b>					
GOBLE SAMPSON ASSOCIATES I	BINV0011708		50.00		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
GOBLE SAMPSON ASSOCIATES I	BINV0011708	QDOS 120 PUMP (0M0.425R.GLA) & RENU PUMPHEAD - SPARE (0M3.4200.PFP)	5,908.00	24108	0
PIPECO, INC.	S5622837.001	SPRINKLER SUPPLIES	7.66		435001
US BANK	5198 072524	RETURN CREDIT FOR COUPLINGS	11.74-		435002
US BANK	5198 072524	SKID STEER CRANE JIB	1,799.99		435002
US BANK	5198 072524	COUPLINGS	11.74		435002
<b>65-4350-6900 COLLECTION SYSTEM SERVICES/CHA</b>					
A.C. HOUSTON LUMBER CO.	2408-774910	X-LARGE LATEX GLOVES	4.79		435001
PIPECO, INC.	S5632331.001	GREEN FLAGS	27.54		435001
US BANK	5198 072524	DEPARTMENT LUNCH MEETING	67.02		435002
VERIZON WIRELESS	9971226346	965494438 WASTEWATER COLLECTIONS DEPT	41.70		435001
Total WASTEWATER EXPENDITURES:			27,936.32		
Total WASTEWATER FUND:			27,936.32		
<b>WASTEWATER CAPITAL IMPROVE FND</b>					
<b>WASTEWATER CIP EXPENDITURES</b>					
<b>67-4350-7815 AERATION BASINS BLOWERS &amp; ELEC</b>					
HDR ENGINEERING, INC.	1200646621	TASK ORDER #3: SERVICES DURING CONSTRUCTION FOR AERATION UPGRADES PROJECT	16,523.40	24055	435004
<b>67-4350-7818 ROTARY DRUM THICK &amp; DEWATERING</b>					
HDR ENGINEERING, INC.	1200646791	TASK ORDER #5 - SOLIDS DEWATERING DESIGN	48,463.91	24071	435004
Total WASTEWATER CIP EXPENDITURES:			64,987.31		
Total WASTEWATER CAPITAL IMPROVE FND:			64,987.31		
<b>PARKS/REC DEV TRUST FUND</b>					
<b>PARKS/REC TRUST EXPENDITURES</b>					
<b>93-4900-5910 WARM SPRINGS PRESR-RESTORATION</b>					
US BANK	7937 072524	POSTCARDS, POSTAGE AND MAILING	722.99		0
Total PARKS/REC TRUST EXPENDITURES:			722.99		
Total PARKS/REC DEV TRUST FUND:			722.99		

<u>Vendor Name</u>	<u>Invoice Number</u>	<u>Description</u>	<u>Net Invoice Amount</u>	<u>Purchase Order Number</u>	<u>GL Activity Number</u>
Grand Totals:			<u>1,925,222.77</u>		

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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

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City of Ketchum

### CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:  Staff Member/Dept:

Agenda Item:

**Recommended Motion:**

**Reasons for Recommendation:**

- The applicant is nearing completion on the construction of a new 26,386-square-foot mixed-use building at the southeast corner of Main and 5th Streets within the Retail Core Subdistrict of the Community Core (CC-1 Zone). The Planning and Zoning Commission reviewed and approved Design Review Application File No. P22-007, Variance Application File No. P22-013, Lot Consolidation Preliminary Plat Application File No. P22-005, and Condominium Subdivision Preliminary Plat Application File No. P22-006 on March 8, 2022. The Ketchum City Council approved the Lot Consolidation Preliminary Plat and Condominium Subdivision Preliminary Plat applications on April 11, 2022. The City Council reviewed and approved the Lot Consolidation Final Plat Application File No. P22-041 and Phased Development Agreement #22793 on September 6, 2022. The Lot Consolidation Final Plat was not recorded within the required one year timeframe pursuant to Ketchum Municipal Code §16.04.030.I. The City Council re-approved the Lot Consolidation Final Plat on August 5, 2024. The project was issued Building Permit B22-053 on September 20, 2022 and construction is nearing completion.
- The condominium subdivision final plat application will subdivide the mixed-use building into two retail units, four multi-family dwelling units, four community housing units, common area, and limited common area. Pursuant to Section F of Phased Development Agreement #22793, “The City agrees to accept and process a condominium subdivision final plat application for review and approval by the City Council upon completion of all required Phase I improvements and a Certificate of Occupancy has been issued for the ground-level commercial units.” The Phase I improvements are complete, and the Planning and Building Department has issued a Certificate of Completion for the core and shell of the building. Building Permit Application File Nos. 24-KET-00123 and 24-KET-00146 to improve units 101 and 102 as retail spaces are currently under review by staff.
- The request meets all applicable standards for final plats and condominium subdivision specified in Title 16: Subdivision Regulations of Ketchum Municipal Code. Per the conditions of approval of Condominium Subdivision Preliminary Plat Application File No. P22-019, all conditions of the design review approval and preliminary plat must be met prior to approval of the final plat. All conditions of Condominium Subdivision Preliminary Plat Application P 22-006 and Design Review Application File No. P22-007 and all city department comments have been addressed satisfactorily by the applicant.

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

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Sustainability Impact:

None OR state impact here: None
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Financial Impact:

None OR Adequate funds exist in account:	None
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Attachments:

- |   |
|---|
| 1. Application & Supplemental Materials                       |
| 2. 5 <sup>th</sup> & Main Condominiums Subdivision Final Plat |
| 3. Draft Findings of Fact, Conclusions of Law, and Decision   |



Attachment 1  
Application  
&  
Supplemental Materials



**City of Ketchum  
Planning & Building**

OFFICIAL USE ONLY	
Application Number:	P24-062
Date Received:	7/22/24
By:	GB
Fee Paid:	\$2000
Approved Date:	
By:	

**Subdivision Application-Final Plat**

Submit completed application and documentation to [planningandzoning@ketchumidaho.org](mailto:planningandzoning@ketchumidaho.org) Or hand deliver to Ketchum City Hall, 191 5<sup>th</sup> 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](http://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: 5TH & MAIN CONDOMINIUMS			
Owner of Record: FIFTH & MAIN, LLC, C/O DAVE WILSON <i>David F. Wilson</i>			
Address of Owner: PO BOX 6770, KETCHUM, ID 83340			
Representative of Owner: DAVE PATRIE, GALENA-BENCHMARK ENGINEERING			
Legal Description: Lot 3A, Block 5, Ketchum Townsite RPK 0000005003A			
Street Address: 460 North Main Street, Ketchum			
SUBDIVISION INFORMATION			
Number of Lots/Parcels: 8 residential units, 2 commercial (retail) units			
Total Land Area: 10,989 S.F. (0.25 acre)			
Current Zoning District: CC			
Proposed Zoning District: CC			
Overlay District: N/A			
TYPE OF SUBDIVISION			
Condominium X	Land <input type="checkbox"/>	PUD <input type="checkbox"/>	Townhouse <input type="checkbox"/>
Adjacent land in same ownership in acres or square feet:			
Easements to be dedicated on the final plat:  No new easements.			
Briefly describe the improvements to be installed prior to final plat approval: Completion of Phase I Construction per Phased Dev. Agreement #22793			
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 <a href="mailto:planningandzoning@ketchumidaho.org">planningandzoning@ketchumidaho.org</a>			

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.

*[Signature]*  
Applicant Signature

*7/18/24*  
Date



491 N. Main Street, Suite 102  
Ketchum, ID 83340

**ELECTRONICALLY RECORDED-DO NOT  
REMOVE THE COUNTY STAMPED FIRST  
PAGE AS IT IS NOW INCORPORATED AS  
PART OF THE ORIGINAL DOCUMENT**

File No. 792729 /JD

**Instrument # 689935**

HAILEY, BLAINE, IDAHO  
12-16-2021 4:30:49 PM No. of Pages: 1  
Recorded for: PIONEER TITLE COMPANY OF BLAINE COUNT  
STEPHEN MCDUGALL GRAHAM Fee: \$15.00  
Ex-Officio Recorder Deputy: GWB  
Electronically Recorded by Simplifile

**WARRANTY DEED**

For Value Received Main Street Realty Partners, LLC, a Delaware limited liability company hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

Fifth & Main, LLC, an Idaho limited liability company hereinafter referred to as Grantee, whose current address is P.O. Box 6770 Ketchum, ID 83340

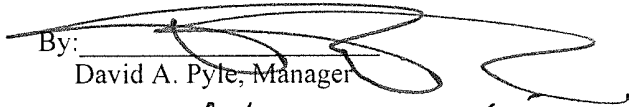
The following described premises, to-wit:

Lots 3 and 4, Block 5, Ketchum Townsite, Blaine County, Idaho, according to the official plat thereof, on file in the office of the County Recorder of Blaine County, Idaho.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies, and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

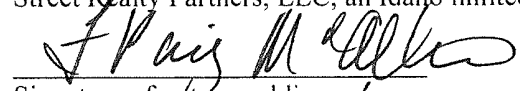
Dated: December 8, 2021

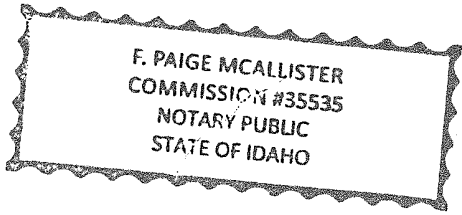
Main Street Realty Partners, LLC, a Delaware limited liability company

By:   
David A. Pyle, Manager

State of Idaho, County of Blaine

This record was acknowledged before me on 12/14/21 by David A. Pyle, as Manager of Main Street Realty Partners, LLC, an Idaho limited liability company.

  
Signature of notary public  
Commission Expires: 1/5/24





**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: May 28, 2024**

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

Countersigned by:

*Nick Busdon*

\_\_\_\_\_  
Authorized Countersignature

\_\_\_\_\_  
TitleOne  
Company Name

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



*F. H. Eppinger*  
\_\_\_\_\_  
Frederick H. Eppinger  
President and CEO

*David Hisey*  
\_\_\_\_\_  
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.** 24509744

**State:** ID

**County:** Blaine

<u>Guarantee No.</u>	<u>Liability</u>	<u>Date of Guarantee</u>	<u>Fee</u>
G-2222-000090672	\$1,000.00	June 12, 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):

Lot 3 & 4, Block 5 of the VILLAGE OF KETCHUM, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 302967, records of Blaine County, Idaho.

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

Deed Type: Warranty Deed

Grantors: Main Street Realty Partners, LLC, a Delaware limited liability company

Grantees: Fifth & Main, LLC, an Idaho limited liability company

Recorded Date: December 16, 2021

Instrument: 689935

[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:

460 N Main St, Ketchum, ID 83340

2. Taxes for the year 2023 are paid in full.

Parcel Number: [RPK000005003A](#)

Original Amount: \$8,015.26

3. Taxes, including any assessments collected therewith, for the year 2024 which are a lien not yet due and payable.

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

5. Easements, reservations, restrictions, and dedications as shown on the official plat of [Ketchum Townsite](#).
6. Reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded October 25, 1883 in Book 1 of Patents, at Page [22](#), records of Blaine County, Idaho.
7. Reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded April 11, 1939 as Instrument No. [78777](#), records of Blaine County, Idaho.
8. 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.
9. All matters, and any rights, easements, interests or claims as disclosed by a Record of Survey recorded April 11, 2017 as Instrument No. [642700](#), records of Blaine County, Idaho.
10. Terms and conditions contained in a/an 5th & Main Condominiums Phased Development Agreement #22793 by and between the City of Ketchum, an Idaho municipal corporation and Fifth & Main LLC.  
Recorded: September 20, 2022  
Instrument No.: [696302](#), records of Blaine County, Idaho.
11. Terms and conditions contained in a/an Right-of-Way Encroachment Agreement 22794 by and between the City of Ketchum, Idaho, a municipal corporation and Fifth & Main LLC.  
Recorded: September 20, 2022  
Instrument No.: [696303](#), records of Blaine County, Idaho.
12. Terms and conditions contained in a/an FAR Exceedance Agreement #22792 by and between the City of Ketchum, a municipal corporation and Fifth & Main LLC.  
Recorded: September 20, 2022  
Instrument No.: [696305](#), records of Blaine County, Idaho.
13. A Deed of Trust to secure an indebtedness in the amount shown below and any other obligations secured thereby:  
Amount: \$1,500,000.00  
Trustor/Grantor: Fifth & Main, LLC, an Idaho limited liability company  
Trustee: Pioneer Title Company  
Beneficiary: Mountain West Bank, Division of Glacier Bank  
Dated: December 15, 2021  
Recorded: December 16, 2021  
Instrument No.: [689936](#), records of Blaine County, Idaho.  
  
An agreement to modify the terms and provisions of said Deed of Trust as therein provided.  
Recorded: April 26, 2023  
Instrument No.: [699856](#), records of Blaine County, Idaho.
14. A Deed of Trust to secure an indebtedness in the amount shown below and any other obligations secured thereby:  
Amount: \$1,500,000.00  
Trustor/Grantor: Fifth & Main, LLC, an Idaho limited liability company  
Trustee: Pioneer Title Company  
Beneficiary: Mountain West Bank, Division of Glacier Bank  
Dated: April 4, 2023  
Recorded: April 26, 2023  
Instrument No.: [699857](#), records of Blaine County, Idaho.
15. Assignment of Rents.  
Assignor: Fifth & Main, LLC, an Idaho limited liability company  
Assignee: Mountain West Bank, Division of Glacier Bank  
Recorded: April 24, 2023  
Instrument No.: [699858](#), records of Blaine County, Idaho.



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-2222-000090672

**Name of Assured:** Galena-Benchmark Engineering

**Date of Guarantee:** June 12, 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:

Fifth & Main, LLC, an Idaho limited liability company

Sun Valley Title  
By:



Nick Busdon, Authorized Signatory

SCHEDULE B

Exceptions:

NONE

**CONDOMINIUM DECLARATION  
FOR  
FIFTH & MAIN BUILDING**

THIS DECLARATION (the “**Declaration**”) dated \_\_\_\_\_, 2023, shall be effective upon recordation and is made by FIFTH & MAIN, LLC , an Idaho limited liability company (the “**Declarant**”). Declarant is the owner of certain real property in Blaine County, Idaho, more particularly described on Exhibit A (the “**Property**”). Declarant hereby makes the following grants, submissions, and declarations:

**ARTICLE 1. IMPOSITION OF COVENANTS**

Section 1.1 Purpose. The purpose of this Declaration is to create a condominium project known as the Fifth & Main Building (the “**Condominium Project**”) by submitting the Property to the condominium form of ownership and use pursuant to the Idaho Condominium Act, Idaho Code §§ 55-1501 *et seq.*, as amended and supplemented from time to time (the “**Act**”).

Section 1.2 Intention of Declarant. Declarant desires to protect the value and desirability of the Condominium Project, to further a plan for the improvement, lease, sale and ownership of the Units in the Condominium Project, to create a harmonious and attractive development and to promote and safeguard the health, comfort, safety, convenience, and welfare of the Owners of Units in the Condominium Project.

Section 1.3 Condominium Declaration. To accomplish the purposes and intentions recited above, Declarant hereby submits the Property, together with all improvements, appurtenances, and facilities relating to or located on the Property now and in the future, to condominium ownership under the Act, and hereby imposes upon all of the Property the covenants, conditions, restrictions, easements, reservations, rights-of-way, and other provisions of this Declaration, and Declarant hereby declares that all of the Property shall be held, sold, conveyed, encumbered, leased, rented, occupied, and improved subject to the provisions of this Declaration.

Section 1.4 Covenants Running With the Land. All provisions of this Declaration shall be deemed to be covenants running with the land, or as equitable servitudes, as the case may be. The benefits, burdens, and other provisions contained in this Declaration shall be binding upon and shall inure to

the benefit of Declarant, all Unit Owners, and their respective heirs, executors, administrators, personal representatives, successors, and assigns.

## ARTICLE 2. DEFINITIONS

The following words, when used in this Declaration, shall have the meanings designated below unless the context expressly requires otherwise:

Section 2.1 “Act” means the Idaho Condominium Act as defined in Section 1.1 hereof. In the event the Act is repealed, the Act, on the effective date of this Declaration, shall remain applicable to this Declaration.

Section 2.2 “Allocated Interests” means the undivided interest in the Common Elements and the Common Expense Liability and the votes in the Association allocated to each of the Units in the Condominium Project. The formulas used to establish the Allocated Interests are described in Article 4. The Allocated Interests for each Unit are set forth on Exhibit B.

Section 2.3 “Articles of Incorporation” means the Articles of Incorporation of Sun Valley & First Owners’ Association as filed with the Idaho Secretary of State, a copy of which is attached hereto as Exhibit C.

Section 2.4 “Assessments” means the annual, special and default Assessments levied pursuant to this Declaration.

Section 2.5 “Association” means the Sun Valley & First Building Owners’ Association, Inc., an Idaho nonprofit corporation, and its successors and assigns.

Section 2.6 “Board of Directors” means the governing body of the Association, as provided in this Declaration and in the Articles of Incorporation and Bylaws of the Association and in the Act.

Section 2.7 “Bylaws” means any instruments, however denominated, which are adopted by the Association for the regulation and management of the Association, including the amendments thereto, a copy of which is attached hereto as Exhibit D.

Section 2.8 “Commercial Unit” means Units 1 and 2 as shown on the Map which are designated in this Declaration for business or commercial uses.

Section 2.9 “Community Housing Unit” means Unit CH1, CH2, CH3 and CH4 as shown on the Map which are encumbered with community housing deed restrictions.

Section 2.10 "Common Elements" means all of the Condominium Project, other than the Units, but including, without limiting the generality of the foregoing, the following components:

- (a) the Property; and
- (b) the Improvements (including, but not by way of limitation, the foundations, columns, girders, beams, supports, perimeter and supporting walls, chimneys, chimney chases, roofs, patios, balconies, entrances and exits, and the mechanical installations of the Improvements consisting of the equipment and materials making up any central services such as power, light, gas, hot and cold water, sewer, cable television, and heating and central air conditioning which exist for use by one or more of the Unit Owners, including the pipes, vents, ducts, flues, cable conduits, wires, telephone wire, cable and other similar utility installations used in connection therewith), except for the Units; and
- (c) the yards, sidewalks, walkways, paths, grass, shrubbery, trees, driveways, roadways, landscaping, gardens, parking areas, and related facilities upon the Property; and
- (d) the pumps, tanks, motors, fans, storm drainage structures, compressors, ducts, and, in general, all apparatus, installations, and equipment of the Improvements existing for use of one or more of the Unit Owners; and
- (e) in general, all other parts of the Condominium Project designated by Declarant as Common Elements and existing for the use of one or more of the Unit Owners.

The Common Elements shall be owned by the Unit Owners of the separate Units, each Unit Owner of a Unit having an undivided interest in the Common Elements as allocated in Exhibit B.

Section 2.11 "Common Expenses Liability" means the liability for Common Expenses allocated to each Unit pursuant to this Declaration.

Section 2.12 "Common Expenses" means expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserves, including, without limiting the generality of the foregoing, the following items:

- (a) expenses of administration, insurance, operation, and management, repair or replacement of the Common Elements except to the extent such repairs and replacements are responsibilities of a Unit Owner as provided in this Declaration;
- (b) expenses declared Common Expenses by the provisions of this Declaration or the Bylaws;
- (c) all sums lawfully assessed against the Units by the Board of Directors;
- (d) expenses agreed upon as Common Expenses by the members of the Association; and
- (e) expenses provided to be paid pursuant to any Management Agreement.

Section 2.13 "Condominium Documents" means the basic documents creating and governing the Condominium Project, including, but not limited to, this Declaration, the Articles of Incorporation and Bylaws, the Map, and any procedures, Rules and Regulations, or policies relating to the Condominium Project adopted under such documents by the Association or the Board of Directors.

Section 2.14 "Condominium Map" or "Map" means that part of this Declaration that depicts all or any portion of the Condominium Project in three dimensions, is executed by the Declarant and is recorded in the Records. A Map and a Plat may be combined in one instrument. In a Map, a "Horizontal Boundary" means a plane of elevation relative to a described benchmark that defines either a lower or upper dimension of a Unit such that the real estate respectively below or above the defined plane is not part of the Unit. In a Map, a "Vertical Boundary" means the defined limit of a Unit that is not a Horizontal Boundary of that Unit.

Section 2.15 "Condominium Project" or "Project" means the term as defined in Section 1.1 hereof.

Section 2.16 "Condominium Unit" means the fee simple interest in and to a Unit, together with the undivided interest in the Common Elements appurtenant to the Unit, as allocated in Exhibit B.

Section 2.17 "Costs of Enforcement" means all monetary fees, fines, late charges, interest, expenses, costs, including receiver's and appraiser's fees, and

reasonable attorneys' fees and disbursements, including legal assistants' fees, incurred by the Association in connection with the collection of Assessments or in connection with the enforcement of the terms, conditions and obligations of the Condominium Documents.

Section 2.18 "Declarant" means Fifth & Main, LLC, an Idaho limited liability company, and its successors and assigns.

Section 2.19 "Declaration" means this Declaration, together with any amendment to this Declaration, recorded in the Records. The term Declaration includes all Maps and Plats recorded with this Declaration and all amendments to the Declaration and supplements to the Maps and Plats without specific reference thereto.

Section 2.20 "Deed" means each initial Warranty Deed recorded after the date hereof by which Declarant conveys a Unit.

Section 2.21 "Eligible First Mortgagee" means a First Mortgagee that has notified the Association in writing of its name and address and status as a First Mortgagee and has requested that it receive notices provided for in Article 19 entitled "Mortgagee Protections".

Section 2.22 "First Mortgagee" means a holder of a Security Interest in a Unit that has priority over all other Security Interests in the Unit.

Section 2.23 "Improvement(s)" means the building(s) (including all fixtures and improvements contained within it) located on the Property in which Units or Common Elements are located.

Section 2.24 "Limited Common Elements" means those parts of the Common Elements that are limited to and reserved for the use in connection with one or more, but fewer than all, of the Units. Without limiting the foregoing, the Limited Common Elements shall include any balcony, deck, patio, courtyard or porch appurtenant to and accessible only from a Unit, any shutters, awnings, window boxes, doorsteps, stoops, porch, balcony or patio designated or designed to serve a single Unit but located outside the Unit's boundaries, storage spaces and parking spaces outside Units designated as Limited Common Elements in this Declaration or on the Map, if any. If any chute, flue, duct, wire, conduit, bearing wall, bearing column or other fixture lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving that Unit is a Limited Common Element allocated solely to that Unit, and any portion thereof serving more than one Unit or any portion of the Common Elements is a part of the Common Elements. Limited Common Elements also



include any portion of the Common Elements allocated by this Declaration or on the Map as Limited Common Elements. All Limited Common Elements shall be used in connection with the appurtenant Unit(s) to the exclusion of the use thereof by the other Unit Owners, except by invitation. Subject to the Association's overall responsibility for maintenance of the Limited Common Elements, each Unit Owner shall be responsible for routine maintenance and care of the walls, ceilings and floors of any balcony or of any other Limited Common Elements appurtenant to and accessible only from the Unit Owner's Unit, and for keeping the same in a good, clean, sanitary, and attractive condition. No reference to Limited Common Elements need be made in any instrument of conveyance or encumbrance in order to convey or encumber the Limited Common Elements appurtenant to a Unit.

Section 2.25 "Majority of Owners" means a majority (or any greater percentage that may be specifically required for a particular action or authorization by the terms of this Declaration) of the total voting power of the members of the Association.

Section 2.26 "Management Agreement" means any contract or arrangement entered into for purposes of discharging the responsibilities of the Board of Directors relative to the operation, maintenance, and management of the Condominium Project.

Section 2.27 "Managing Agent" means a person, firm, corporation or other entity employed or engaged as an independent contractor pursuant to a Management Agreement to perform management services for the Association.

Section 2.28 "Occupant" means any member of a Unit Owner's family or a Unit Owner's guests, invitees, servants, tenants, employees, or licensees who occupy a Unit or are on the Common Elements for any period of time.

Section 2.29 "Period of Declarant Control" means the maximum period of time defined and limited by Section 8.6 of this Declaration during which the Declarant may, at its option, control the Association.

Section 2.30 "Person" means an individual, association, partnership, limited liability company, corporation, trust, governmental agency, political subdivision or any combination thereof.

Section 2.31 "Plat" means that part of a Declaration that is a land survey plat as set forth in Idaho Code § 50-1301, as amended, depicts all or any portion of the Condominium Project in two dimensions, is executed by the Declarant, and is recorded in the Records.

Section 2.32 "Property" means the real property in Blaine County, Idaho, more particularly described on the attached Exhibit A.

Section 2.33 "Real Estate" means any leasehold or other estate or interest in, over, or under land, including structures, fixtures, and other improvements and interests that, by custom, usage or law, pass with the conveyance of land though not described in the contract of sale or instrument of conveyance. Real Estate includes parcels with or without Horizontal Boundaries and spaces that may be filled with air or water.

Section 2.34 "Records" means the Office of the Clerk and Recorder in Blaine County, Idaho, and each other county in which any portion of the Condominium Project is located.

Section 2.35 "Residential Unit" means any Unit which is not a Commercial Unit, and includes Community Housing Units.

Section 2.36 "Rules and Regulations" means the rules and regulations promulgated by the Board of Directors for the management, preservation, safety, control, and orderly operation of the Condominium Project in order to effectuate the intent and to enforce the obligations set forth in the Condominium Documents, as amended and supplemented from time to time. Separate Rules and Regulations may be promulgated to apply only to Commercial Units, Residential Units, Community Housing Units and/or any combination thereof.

Section 2.37 "Security Interest" means an interest in Real Estate or personal property created by contract or conveyance which secures payment or performance of an obligation. The terms includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, pledge of an ownership interest in an Association, and any other consensual lien or title retention contract intended as security for an obligation. The holder of a Security Interest includes any insurer or guarantor of a Security Interest.

Section 2.38 "Special Declarant Rights" means those rights reserved by Declarant in Article 15 of this Declaration.

Section 2.39 "Unit" means a physical portion of the Condominium Project which is designated for separate ownership or occupancy and the boundaries of which are described in or determined by this Declaration. Each Unit shall be designated by a separate number, letter, address or other symbol or combination thereof that identifies only one Unit in the Condominium Project as more specifically set forth on Exhibit B. If walls, floors or ceilings are designated as

boundaries of a Unit in this Declaration, all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of the finished surfaces thereof are a part of the Unit and all other portions of the walls, floors or ceilings are a part of the Common Elements. Subject to Section 2.24, all spaces, interior partitions and other fixtures and improvements within the boundaries of a Unit are a part of the Unit.

Section 2.40 "Unit Owner" or "Owner" means the Declarant or any other person who owns record title to a Unit (including a contract seller, but excluding a contract purchaser) but excluding any person having a Security Interest in a Unit unless such person has acquired record title to the Unit pursuant to foreclosure or any proceedings in lieu of foreclosure.

### **ARTICLE 3. DIVISION OF PROJECT INTO CONDOMINIUM OWNERSHIP**

Section 3.1 Division Into Condominium Units. The Property is hereby divided into that number of Condominium Units described in Exhibit "B", as amended from time to time, including separately designated Commercial Unit(s), each consisting of a fee simple interest in a Unit and an undivided fee simple interest in the Common Elements in accordance with the respective undivided interests in the Common Elements as set forth in Exhibit B. Such undivided interests in the Common Elements are hereby declared to be appurtenant to the respective Units. The total of the undivided interests in the Common Elements set forth in Exhibit B, rounded to the nearest 1%, shall be deemed to equal one hundred percent (100%) for purposes of this Declaration.

Section 3.2 Delineation of Unit Boundaries. The boundaries of each Unit are delineated and designated by an identifying number on the Map, and those numbers are set forth in Exhibit B.

Section 3.3 Inseparability of Condominium Unit. Except as provided in Section 3.5 below: (a) no part of a Condominium Unit or of the legal rights comprising ownership of a Condominium Unit may be partitioned or separated from any other part thereof during the period of condominium ownership prescribed in this Declaration; (b) each Condominium Unit shall always be conveyed, transferred, devised, bequeathed, encumbered, and otherwise affected only as a complete Condominium Unit; and (c) every conveyance, transfer, gift, devise, bequest, encumbrance other disposition of a Condominium Unit or any part thereof shall be presumed to be a disposition of the entire Condominium Unit, together with all appurtenant rights and interests created by law or by this Declaration, including the Unit Owner's membership in the Association.

Section 3.4 Non-Partitionability of Common Elements. The Common Elements shall be owned in common by all of the Unit Owners and shall remain physically undivided, and no Unit Owner shall bring any action for partition or division of the Common Elements. By acceptance of a deed or other instrument of conveyance or assignment to a Unit, each Unit Owner shall be deemed to have specifically waived such Unit Owner's right to institute or maintain a partition action or any other cause of action designed to cause a division of the Common Elements, and this Section may be pleaded as a bar to the maintenance of such an action. Any Unit Owner who shall institute or maintain any such action shall be liable to the Association and hereby agrees to reimburse the Association for the Costs of Enforcement in defending any such action.

Section 3.5 Alterations and Relocation of Boundaries Between Adjoining Units. Unit Owner(s) shall have the right to alter their Units and relocate boundaries between their Unit and an adjoining Unit and reallocate Limited Common Elements between or among Units, subject to the provisions and requirements of this Declaration and of the Act.

#### **ARTICLE 4. ALLOCATED INTERESTS**

Section 4.1 Allocation of Interests. The Allocated Interests assigned to each Unit are set forth on Exhibit B. These interests have been allocated in accordance with the formulas set out in Section 4.2 below. These formulas are to be used in reallocating interests if Units are added to the Condominium Project or if Units are converted to Common Elements or Limited Common Elements.

Section 4.2 Formulas for the Allocation of Interests. The interests allocated to each Unit have been calculated by the following formulas:

- (a) Undivided Interest in the Common Elements. The percentage of the undivided interest in the Common Elements allocated to each Unit is based upon the relative floor area of each Unit as compared to the floor area of all Units in the Condominium Project.
- (b) Common Expenses Liability. The percentage of Common Expenses Liability allocated to each Unit is based on the relative floor area of each Unit as compared to the floor area of all Units in the Condominium Project.
- (c) Votes. Each Unit shall be allocated a single vote as set forth on Exhibit B.

Section 4.3 Rounding Convention. Any Allocated Interest, stated as a fraction, shall be rounded to the nearest one percent (1%). The total of all Allocated Interests shall be deemed to equal to one hundred percent (100%) for purposes of this Declaration.

## **ARTICLE 5. CONDOMINIUM MAP**

The Map shall be filed in the Records. Any Map filed subsequent to the first Map shall be termed a supplement to such Map, and the numerical sequence of such supplements shall be shown thereon. The Map shall be filed following substantial completion of the Improvement(s) depicted on the Map and prior to the conveyance of any Unit depicted on the Map to a purchaser. The Map shall include a Plat which shows the following:

- (a) the name and a general schematic map of the entire Condominium Project;
- (b) the extent of any existing encroachments across any Condominium Project boundary; and
- (c) to the extent feasible, a legally sufficient description of all easements serving or burdening any portion of the Condominium Project.

The Map shall also show the following:

- (a) the location and dimensions of each Unit and that Unit's identifying number;
- (b) horizontal Unit boundaries, if any, with reference to all established data and that Unit's identifying number; and
- (c) the approximate location and dimensions of all Limited Common Elements.

The Map shall contain a certificate of a registered and licensed surveyor certifying that the Map was prepared subsequent to the substantial completion of the improvements and contains all information required by this Declaration and the Act. Each supplement shall set forth a like certificate when appropriate. In interpreting the Map, the existing physical boundaries of each separate Unit as constructed shall be conclusively presumed to be its boundaries.

## ARTICLE 6. LEGAL DESCRIPTION AND TAXATION OF UNITS

Section 6.1 Contracts to Convey Entered into Prior to Recording of Condominium Declaration and Map. A contract or other agreement for the sale of a Unit entered into prior to the filing of this Declaration in the Records may legally describe such Unit in substantially the manner set forth in this Article 6 and may indicate that this Declaration and Map are to be recorded.

Section 6.2 Contracts to Convey and Conveyances Subsequent to Recording of Declaration and Map. Subsequent to the recording of the Declaration and Map, contracts to convey, instruments of conveyance of Units, and every other instrument affecting title to a Unit shall be in substantially the following form with such omissions, insertions, recitals of fact, or other provisions as may be required by the circumstances or appropriate to conform to the requirements of any governmental authority, practice or usage or requirement of law with respect thereto:

Condominium Unit \_\_\_\_\_, according to the Condominium Declaration for Fifth & Main Building, recorded May \_\_\_\_, 2023, as (Instrument No. \_\_\_\_\_) and the Condominium Map recorded May \_\_\_\_\_, 2023, as (Instrument No. \_\_\_\_\_) in the office of the Recorder of Blaine County, Idaho.

Section 6.3 Conveyance Deemed to Describe an Undivided Interest in Common Elements. Every instrument of conveyance, Security Interest, or other instrument affecting the title to a Unit which legally describes the Unit substantially in the manner set forth above shall be construed to describe the Unit, together with the undivided interest in the Common Elements appurtenant to it, and together with all fixtures and improvements contained in it, and to incorporate all the rights incident to ownership of a Unit and all the limitations of ownership as described in the covenants, conditions, restrictions, easements, reservations, rights-of-way, and other provisions contained in this Declaration, including the easement of enjoyment to use the Common Elements.

Section 6.4 Separate Tax Assessments. Upon the filing for record of this Declaration and the Map in the Records, Declarant shall deliver a copy of this Declaration to the assessor of each county specified in the Records as provided by law. The lien for taxes assessed shall be confined to the Unit(s). No forfeiture or sale of any Unit for delinquent taxes, assessments, or other governmental charge shall divest or in any way affect the title to any other Unit.

## **ARTICLE 7. UNIT OWNERS' PROPERTY RIGHTS IN COMMON ELEMENTS**

Section 7.1 Common Elements. Every Unit Owner shall have a perpetual right and easement of access over, across, and upon the Common Elements for the purpose of access to and from the Unit from public ways for both pedestrian and vehicular travel, which right and easement shall be appurtenant to and pass with the transfer of title to such Unit; provided, however, that such right and easement shall be subject to the following:

- (a) the covenants, conditions, restrictions, easements, reservations, rights-of-way, and other provisions contained in this Declaration, and the Map;
- (b) the right of the Association from time to time to assign on an equitable basis portions of the Common Elements such as parking spaces or storage spaces for the exclusive use of the Unit Owner of a particular Unit by an appropriate instrument in writing;
- (c) the right of the Association to adopt, from time to time, any and all rules and regulations concerning vehicular traffic and travel upon, in, under, and across the Condominium Project; and
- (d) the right of the Association to adopt, from time to time, any and all rules and regulations concerning the Condominium Project as the Association may determine is necessary or prudent for the management, preservation, safety, control, and orderly operation of the Condominium Project for the benefit of all Unit Owners, and for facilitating the greatest and most convenient availability and use of the Units and Common Elements by Unit Owners.

Section 7.2 Limited Common Elements. Subject to the provisions of this Declaration, every Unit Owner shall have the right to use and enjoy the Limited Common Elements appurtenant to his Unit, and such Limited Common Elements shall be conveyed along with title to the Unit.

## **ARTICLE 8. MEMBERSHIP AND VOTING RIGHTS IN ASSOCIATIONS**

Section 8.1 Association Membership. The Association's Articles of Incorporation shall be filed no later than the date the first interest in a Unit in the Condominium Project is conveyed to a purchaser. Every Unit Owner shall be a member of the Association and shall remain a member for the period of the Unit Owner's ownership of a Unit. No Unit Owner, whether one or more persons or entity, shall have more than one membership per Unit owned, but all of the persons or entities owning a Unit shall be entitled to rights of membership and of use and enjoyment appurtenant to ownership of a Unit. Membership in the Association shall be appurtenant to, and may not be separated from, ownership of a Unit. If title to a Unit is held by more than one individual, by a firm, corporation, partnership, association or other legal entity or any combination thereof, such individuals, entity or entities shall appoint and authorize one person or alternate persons to represent the Unit Owners of the Unit. Such representative shall be a natural person who is a Unit Owner, or a designated board member or officer of a corporate Unit Owner, or a general partner of a partnership Unit Owner, or a comparable representative of any other entity, and such representative shall have the power to cast votes on behalf of the Unit Owners as a member of the Association, and serve on the Board of Directors if elected, subject to the provisions of and in accordance with the procedures more fully described in the Bylaws of the Association. Notwithstanding the foregoing, if only one of the multiple Unit Owners of a Unit is present at a meeting of the Association, such Unit Owner is entitled to cast the vote allocated to that Unit. If more than one of the multiple Unit Owners are present and there is no written designation of an authorized representative, the vote allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the Unit Owners, which majority agreement may be assumed for all purposes if any one of the multiple Unit Owners casts the vote allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other Unit Owners of the Unit.

Section 8.2 Voting Rights and Meetings. Each Unit in the Condominium Project shall have the votes allocated in Section 4.2; provided, however, no vote allocated to a Unit owned by the Association may be cast. Class voting by Commercial Unit Owner(s) or Residential Unit Owner(s), or combinations thereof, shall be allowed on issues specified in Section 8.10. A meeting of the Association shall be held at least once each year. Special meetings of the Association may be called by the President, by a majority of the Board of Directors, or by Unit Owners having fifty percent (50%), or any lower percentage specified in the Bylaws, of the votes in the Association. Not less than ten (10)



and no more than fifty (50) days in advance of any meeting, the Secretary or other officer specified in the Bylaws shall cause notice to be hand delivered or sent prepaid by United States Mail to the mailing address of each Unit Owner. The notice of any meeting must state the time and place of the meeting and the items on the agenda including the general nature of any proposed amendment to this Declaration or Bylaws, any budget changes, and any proposal to remove an officer or member of the Board of Directors. Unless the Bylaws provide for a lower percentage, a quorum is deemed present throughout any meeting of the Association if persons entitled to cast fifty percent (50%) of the votes which may be cast for election of the Board of Directors are present, in person or by proxy, at the beginning of the meeting.

Section 8.3 Meeting to Approve Annual Budget. At the annual meeting of the Association or at a special meeting of the Association called for such purpose, the Unit Owners shall be afforded the opportunity to ratify a budget of the projected revenues, expenditures (both ordinary and capital) and reserves for the Association's next fiscal year as proposed by the Board of Directors. A summary of the proposed budget approved by the Board of Directors shall be mailed to the Unit Owners within thirty (30) days after its adoption along with a notice of a meeting of the Association to be held not less than ten (10) nor more than fifty (50) days after mailing of the summary to the Unit Owners. Unless at the meeting a Majority of Owners, rather than a majority of those present and voting in person or by proxy, reject the proposed budget, the budget is ratified whether or not a quorum is present at the meeting. In the event the proposed budget is rejected, the budget last ratified by the Unit Owners continues until such time as the Unit Owners ratify a subsequent budget proposed by the Board of Directors as provided above.

Section 8.4 Unit Owners' and Association's Addresses for Notices. All Unit Owners of each Unit shall have one and the same registered mailing address to be used by the Association or other Unit Owners for notices, demands, and all other communications regarding Association matters. The Unit Owner or the representative of the Unit Owners of a Unit shall furnish such registered address to the secretary of the Association within ten days after transfer of title to the Unit to such Unit Owner or Unit Owners. Said address may be an electronic or email address, in which case the Unit Owner consents to notice by email at that address. Such registration shall be in written form and signed by all of the Unit Owners of the Unit or by such persons as are authorized to represent the interests of all Unit Owners of the Unit. If no address is registered or if all of the Unit Owners cannot agree, then the address of the Unit shall be deemed their registered address until another registered address is furnished as required under this Section 8.4. If the address of the Unit is the

registered address of the Unit Owner(s), then any notice shall be deemed duly given if delivered to any person occupying the Unit or, if the Unit is unoccupied, if the notice is held and available for the Unit Owners at the principal office of the Association. All notices and demands intended to be served upon the Board of Directors shall be sent to the Condominium Project or such other address as the Board of Directors may designate from time to time by notice to the Unit Owner(s).

Section 8.5 Transfer Information. All Persons who acquire Unit(s) other than from Declarant shall provide to the Association written notice of the Person's name, address, Unit owned, date of transfer, and name of the former Unit Owner within ten (10) days of the date of transfer. The Person shall also provide a true and correct copy of the recorded instrument conveying or transferring the Unit or such other evidence of the conveyance or transfer as is reasonably acceptable to the Association. In addition, the Association may request such other information as the Association determines is necessary or desirable in connection with obtaining and maintaining information regarding conveyances and transfers of Units. The Association or Managing Agent shall have the right to charge the Person a reasonable administrative fee for processing the transfer in the records of the Association.

Section 8.6 Declarant Control of the Association. There shall be a Period of Declarant Control of the Association, during which a Declarant, or persons designated by the Declarant, may appoint and remove the officers and members of the Board of Directors. The Period of Declarant Control shall commence upon filing of the Articles of Incorporation of the Association and shall terminate no later than the earlier of:

- (a) sixty (60) days after conveyance of the fourth (4<sup>th</sup>) Unit to Unit Owners other than a Declarant; or
- (b) two (2) years after Declarant's last conveyance of a Unit in the ordinary course of business.

Declarant may voluntarily surrender the right to appoint and remove officers and members of the Board of Directors before termination of that period, but in that event the Declarant may require, for the duration of the Period of Declarant Control, that specified actions of the Association or Board of Directors, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective.

Section 8.7 Required Election of Unit Owners. Not later than sixty (60) days after conveyance of three (3) of the Units to Unit Owners other than Declarant, at least one (1) member of the Board of Directors shall be elected by Unit Owners other than the Declarant. Not later than the termination of any Period of Declarant Control, the Unit Owners shall elect a Board of Directors of at least three (3) members, at least a majority of whom shall be Unit Owners other than the Declarant or designated representatives of Unit Owners other than Declarant. In order to assure representation of Owners of the Commercial Unit(s) and the Residential Unit(s) in the affairs of the Association and to protect the valid interests of the Commercial Unit(s) and Residential Unit(s) in the operation of the Condominium Project, the Owner(s) of the Commercial Unit(s), voting as a class, shall be entitled to elect one of the members of the Board of Directors, and the Owner(s) of the Residential Unit(s), voting as a Class, shall be entitled to elect one member of the Board of Directors. The Board of Directors shall elect the officers. The members of the Board of Directors and officers shall take office upon election.

Section 8.8 Removal of Members of the Board of Directors. Notwithstanding any provision of this Declaration or the Bylaws to the contrary, following notice and an opportunity to be heard as required by this Declaration and the Act, the Unit Owners, by sixty-seven percent (67%) vote of all persons present and entitled to vote at a meeting of the Unit Owners at which a quorum is present, may remove a member of the Board of Directors with or without cause, other than a member appointed by the Declarant.

Section 8.9 Requirements for Turnover of Declarant Control. Within sixty (60) days after the Unit Owners other than the Declarant elect a majority of the members of the Board of Directors, the Declarant shall deliver to the Association all property of the Unit Owners and of the Association held by or controlled by the Declarant, including without limitation the following items:

- (a) the original or a certified copy of the recorded Declaration as amended, the Association's articles of incorporation, Bylaws, minute books, other books and records, and any Rules and Regulations which may have been promulgated;
- (b) an accounting for Association funds and financial statements, from the date the Association received funds and ending on the date the Period of Declarant Control ends. The financial statements shall be audited by an independent certified public accountant and shall be accompanied by the accountant's letter, expressing either the opinion that the financial statements present fairly the financial position of the Association in

conformity with generally accepted accounting principles or a disclaimer of the accountant's ability to attest to the fairness of the presentation of the financial information in conformity with generally accepted accounting principles and the reasons therefor. The expense of the audit shall not be paid for or charged to the Association;

- (c) the Association funds or control thereof;
- (d) all of the Declarant's tangible personal property that has been represented by the Declarant to be the property of the Association or all of the Declarant's tangible personal property that is necessary for, and has been used exclusively in, the operation and enjoyment of the Common Elements, and inventories of these properties;
- (e) a copy, for the non-exclusive use of the Association, of any plans and specifications used in the construction or renovation of the Improvements;
- (f) all insurance policies then in force, in which the Unit Owners, the Association or its members of the Board of Directors and officers are named as insured persons;
- (g) copies of any certificates of occupancy that may have been issued with respect to the Improvements;
- (h) any other permits issued by governmental bodies applicable to the Condominium Project and which are currently in force or which were issued within one year prior to the date on which Unit Owners other than the Declarant took control of the Association;
- (i) written warranties of the contractor, subcontractors, suppliers, and manufacturers that are still effective;
- (j) a roster of Unit Owners and First Mortgagees and their addresses and telephone numbers, if known, as shown on the Declarant's records;
- (k) employment contracts in which the Association is a contracting party; and
- (l) any service contract in which the Association is a contracting party or in which the Association or the Unit Owners have any obligation to pay a fee to the persons performing the services.

Section 8.10 Issues for Class Voting. Any issue relating solely to the Commercial Units or Residential Units shall be decided by the Owner(s) of the particular Unit(s) voting as a Class on the issue. The decision on whether an issue relates solely to only one type of Unit shall be determined in the sole discretion of the Board of Directors. Any issue relating to a Limited Common Element appurtenant to more than one type of Unit, but not appurtenant to all types of Units shall be decided by the Owner(s) of the Units to which the Limited Common Elements are appurtenant, voting as a Class. The decision on whether an issue relates solely to Limited Common Elements appurtenant to less than all types of Units shall be decided in the sole discretion of the Board of Directors.

## **ARTICLE 9. ASSOCIATION POWERS AND DUTIES**

Section 9.1 Association Management Duties. Subject to the rights and obligations of Declarant and other Unit Owners as set forth in this Declaration, the Association shall be responsible for the administration and operation of the Condominium Project and for the exclusive management, control, maintenance, repair, replacement, and improvement of the Common Elements and the Limited Common Elements, and shall keep the same in good, clean, attractive, and sanitary condition, order, and repair. The expenses, costs, and fees of such management, operation, maintenance, and repair by the Association shall be part of the Assessments, and prior approval of the Unit Owners shall not be required in order for the Association to pay any such expenses, costs, and fees. The Association shall establish and maintain, out of the installments of the annual Assessments, an adequate reserve account for maintenance, repair, or replacement of those Common Elements that must be replaced on a periodic basis. The Association shall adopt and amend budgets for revenues, expenditures, and reserves which will be the basis for collection of Assessments for Common Expenses from Unit Owners. The Association shall keep financial records sufficiently detailed to enable the Association to comply with the requirement that it provide statements of status of Assessments. All financial and other records of the Association shall be made reasonably available for examination by any Unit Owner and such Unit Owner's authorized agents.

Section 9.2 Association Powers. The Association shall have, subject to the limitations contained in this Declaration and the Act, the powers necessary for the administration of the affairs of the Association and the upkeep of the Condominium Project which shall include, but not be limited to, the power to:

- (a) adopt and amend Bylaws and Rules and Regulations;

- (b) adopt and amend budgets for revenues, expenditures and reserves;
- (c) collect assessments for Common Expenses from Owners;
- (d) hire and discharge managing agents;
- (e) hire and discharge employees and agents, other than managing agents, and independent contractors;
- (f) institute, defend or intervene in litigation or administrative proceedings or seek injunctive relief for violation of the Declaration, Bylaws or Rules and Regulations in the Association's name on behalf of the Association or two or more Unit Owners on matters affecting the Condominium Project;
- (g) make contracts and incur liabilities;
- (h) regulate the use, maintenance, repair, replacement and modification of the Common Elements;
- (i) cause additional improvements to be made as part of the Common Elements;
- (j) acquire, hold, encumber, and convey in the Association's name any right, title or interest to real property or personal property, but Common Elements may be conveyed or subjected to a Security Interest only pursuant to the requirements of the Act;
- (k) grant easements, including permanent easements, leases, licenses and concessions, through or over the Common Elements;
- (l) impose and receive a payment, fee, or charge for the use, rental or operation of the Common Elements, other than Limited Common Elements, and for services provided to Unit Owners;
- (m) impose a reasonable charge for late payment of Assessments, recover Costs of Enforcement for collection of Assessment and other actions to enforce the powers of the Association, regardless of whether or not suit was initiated and, after notice and hearing, levy reasonable fines for violations of this Declaration, Bylaws and Rules and Regulations of the Association;

- (n) impose a reasonable charge for the preparation and recordation of amendments to this Declaration or for preparation of statements of unpaid Assessments;
- (o) provide for the indemnification of the Association's officers and Board of Directors and maintain Board of Directors' and officers' liability insurance;
- (p) assign the Association's right to future income, including the right to receive Assessments;
- (q) by resolution, establish committees of the Board of Directors and/or Unit Owners, permanent and standing, to perform any of the above functions under specifically delegated administrative standards, as designated in the resolution establishing the committee;
- (r) exercise any other powers conferred by this Declaration or the Bylaws;
- (s) exercise any other power that may be exercised in Idaho by legal entities of the same type as the Association; and
- (t) exercise any other power necessary and proper for the governance and operation of the Association.

Section 9.3 Actions by Board of Directors. Except as specifically otherwise provided in this Declaration, the Bylaws or the Act, the Board of Directors may act in all instances on behalf of the Association.

Section 9.4 Board of Directors Meetings. All meetings of the Board of Directors, at which action is to be taken by vote, will be open to the Unit Owners and agendas for meetings of the Board of Directors shall be made reasonably available for examination by all members of the Association or their representatives, except that meetings of the Board of Directors may be held in executive session(s), without giving notice and without the requirement that they be open to Unit Owners, in the following situations:

- (a) matters pertaining to employees of the Association or involving the employment, promotion, discipline or dismissal of an officer, agent, or employee of the Association;

- (b) consultation with legal counsel concerning disputes that are the subject of pending or imminent court proceedings or matters that are privileged or confidential between attorney and client;
- (c) investigative proceedings concerning possible or actual criminal misconduct;
- (d) matters subject to specific constitutional, statutory, or judicially imposed requirements protecting particular proceedings or matters from public disclosure;
- (e) any matter the disclosure of which would constitute an unwarranted invasion of individual privacy.

Section 9.5 Right to Notice and Hearing. Whenever the Condominium Documents require that an action be taken after “notice and hearing,” the following procedure shall be observed: The party proposing to take the action (e.g., the Board of Directors, a committee, an officer, the Managing Agent, etc.) shall give notice of the proposed action to all Unit Owners whose interests the proposing party reasonably determines would be significantly affected by the proposed action. The notice shall be delivered personally or mailed not less than three (3) days before the proposed action is to be taken. The notice shall include a general statement of the proposed action and the date, time and place of the hearing. At the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally and/or in writing, subject to reasonable rules of procedure established by the party conducting the hearing to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the decision makers. The affected person shall be notified of the decision in the same manner in which notice of the hearing was given. Any Unit Owner having a right to notice and hearing shall have the right to appeal to the Board of Directors from a decision of a proposing party other than the Board of Directors by filing a written notice of appeal with the Board of Directors within ten (10) days after being notified of the decision. The Board of Directors shall conduct a hearing within forty-five (45) days, giving the same notice and observing the same procedures as were required for the original hearing.

Section 9.6 Payments to Working Capital Account. In order to provide the Association with adequate working capital funds, the Association may collect from purchasers at the time of the initial sale of each Unit by Declarant an amount equal to three months’ worth of annual Assessments based on the



Association's budget in effect at the time of the sale. Such payments to this fund shall not be considered advance payments of annual Assessments.

## **ARTICLE 10. ASSESSMENTS**

Section 10.1 Commencement of Annual Assessments. Until the Association makes an Assessment for Common Expenses, the Declarant shall pay all Common Expenses. After any Assessment has been made by the Association, Assessments shall be made no less frequently than annually and shall be based on a budget adopted no less frequently than annually by the Association.

Section 10.2 Annual Assessments. The Association shall levy annual Assessments to pay for the Common Expense Liability allocated to each Unit pursuant to this Declaration. The total annual Assessments shall be based upon a budget of the Association's cash requirements for upkeep of the Condominium Project including maintenance, repair and replacement of the Common Elements as required by the Act and the Condominium Documents. Any surplus funds of the Association remaining after payment of or provision for Common Expenses and any prepayment of or provision for reserves shall be credited to the Unit Owners in proportion to their Common Expense Liability or credited to them to reduce their future Assessments for Common Expenses.

Section 10.3 Apportionment of Annual Assessments. The total annual Assessment for any fiscal year of the Association shall be assessed to the Units in proportion to their Percentage of Common Expenses Liability set forth on Exhibit B, subject to: (a) Common Expenses which are separately metered or assessed to the Units by third parties; (b) Common Expenses associated with the maintenance, repair or replacement of Limited Common Elements which shall be assigned equally or on such other equitable basis as the Board of Directors shall determine to the Units to which the specific Limited Common Elements are appurtenant; (c) Common Expenses or portions thereof benefiting fewer than all of the Units which shall be assessed exclusively against the Units benefited; (d) any increased cost of insurance based upon risk which shall be assessed to Units in proportion to the risk; (e) any Common Expense caused by the misconduct of any Unit Owner(s), which may be assessed exclusively or on such other equitable basis as the Board of Directors shall determine against such Unit Owner(s); and (f) any expenses which are charged equally to the Units. All such allocations of Common Expenses Liability to the Commercial Units and Residential Units on a basis other than the Units' Percentage of Common Expenses Liability shall be made by the Board of Directors. In making the allocations, the Board of Directors shall use as a guide the assignment of various

Common Expenses to the following categories: utilities (unless separately metered or disproportionately benefiting fewer than all Units), insurance, exterior building maintenance and repairs, and reserves.

Section 10.4 Special Assessments. In addition to the annual Assessments authorized above, the Board of Directors may at any time and from time to time determine, levy, and assess in any fiscal year a special Assessment applicable to that particular fiscal year (and for any such longer period as the Board of Directors may determine) for the purpose of defraying, in whole or in part, the unbudgeted costs, fees, and expenses of any construction, reconstruction, repair, demolishing, replacement, renovation or maintenance of the Condominium Project, specifically including any fixtures and personal property related to it. Any amounts determined, levied, and assessed pursuant to this Declaration shall be assessed to the Units pursuant to the provisions in Section 10.3 entitled "Apportionment of Annual Assessments" set forth above.

Section 10.5 Due Dates for Assessment Payments. Unless otherwise determined by the Board of Directors, the Assessments which are to be paid in installments shall be paid quarterly in advance and shall be due and payable to the Association at its office or as the Board of Directors may otherwise direct in any Management Agreement, without notice (except for the initial notice of any special Assessment), on the first day of each quarter. If any such installment shall not be paid within thirty (30) days after it shall have become due and payable, then the Board of Directors may assess a late charge, default interest charge (not to exceed the rate from time to time allowed by law), fee, or such other charge as the Board of Directors may fix by rule from time to time to cover the extra expenses involved in handling such delinquent Assessment installment. A Unit Owner's Assessment shall be prorated if the ownership of a Unit commences or terminates on a day other than the first day or last day, respectively, of a month or other applicable payment period. However, if the Common Expenses Liability is re-allocated, any installment(s) of an assessment not yet due shall be recalculated in accordance with the re-allocated Common Expenses Liability.

Section 10.6 Default Assessments. All Costs of Enforcement assessed against a Unit Owner pursuant to the Condominium Documents, or any expense of the Association which is the obligation of a Unit Owner pursuant to the Condominium Documents shall become a default Assessment assessed against the Unit Owner's Unit. Notice of the amount and demand for payment of such default Assessment shall be sent to the Unit Owner prior to enforcing any remedies for non-payment hereunder.

Section 10.7 Covenant of Personal Obligation for Assessments. Declarant, by creating the Units pursuant to this Declaration, and all other Unit Owners, by acceptance of the deed or other instrument of transfer of his Unit (whether or not it shall be so expressed in such deed or other instrument of transfer), are deemed to personally covenant and agree, jointly and severally, with all other Unit Owners and with the Association, and hereby do so covenant and agree to pay to the Association the (a) annual Assessments, (b) special Assessments, and (c) default Assessments applicable to the Unit Owner's Unit. No Unit Owner may waive or otherwise escape personal liability for the payment of the Assessments provided for in this Declaration by not using the Common Elements or the facilities contained in the Common Elements or by abandoning or leasing his Unit.

Section 10.8 Lien for Assessments; Assignment of Rents. The annual, special, and default Assessments (including installments of the Assessments) arising under the provisions of the Condominium Documents shall be burdens running with, and a perpetual lien in favor of the Association upon the specific Unit to which such Assessments apply. To further evidence such lien upon a specific Unit, the Association shall prepare a written lien notice setting forth the description of the Unit, the amount of Assessments on the Unit unpaid as of the date of such lien notice, the rate of default interest as set by the Rules and Regulations, the name of the Unit Owner or Unit Owners of the Unit, and any and all other information that the Association may deem proper. The lien notice shall be signed by a member of the Board of Directors, an officer of the Association, or the Managing Agent and shall be recorded in the Records. Any such lien notice shall not constitute a condition precedent or delay the attachment of the lien, but such lien is a perpetual lien upon the Unit and attaches without notice at the beginning of the first day of any period for which any Assessment is levied. Upon any default in the payment of annual, special, or default Assessments, the Association shall also have the right to appoint a receiver to collect all rents, profits, or other income from the Unit payable to the Unit Owner and to apply all such rents, profits, and income to the payment of delinquent Assessments. Each Unit Owner, by ownership of a Unit, agrees to the assignment of such rents, profits and income to the Association effective immediately upon any default in the payment of annual, special, or default Assessments.

Section 10.9 Remedies for Nonpayment of Assessments. If any annual, special, or default Assessment (or any installment of the Assessment) is not fully paid within thirty (30) days after the same becomes due and payable, then as often as the same may happen, (a) interest shall accrue at the default rate set by the Rules and Regulations on any amount of the Assessment in default, accruing from the due date until date of payment, (b) the Association may declare due and

payable all unpaid installments of the annual Assessment or any special Assessment otherwise due during the fiscal year during which such default occurred, (c) the Association may thereafter bring an action at law or in equity, or both, against any Unit Owner personally obligated to pay the same, (d) the Association may proceed to foreclose its lien against the particular Unit pursuant to the power of sale granted to the Association by this Declaration or in the manner and form provided by Idaho law for foreclosure of real estate mortgages and (e) the Association may suspend the Owner's right to vote in Association matters until the Assessment is paid. An action at law or in equity by the Association (or counterclaims or cross-claims for such relief in any action) against a Unit Owner to recover a money judgment for unpaid Assessments (or any installment thereof) may be commenced and pursued by the Association without foreclosing or in any way waiving the Association's lien for the Assessments. Foreclosure or attempted foreclosure by the Association of its lien shall not be deemed to stop or otherwise preclude the Association from again foreclosing or attempting to foreclose its lien for any subsequent Assessments (or installments thereof) which are not fully paid when due or for any subsequent default Assessments. The Association shall have the power and right to bid in or purchase any Unit at foreclosure or other legal sale and to acquire and hold, lease, mortgage, and to convey, or otherwise deal with the Unit acquired in such proceedings.

Section 10.10 Purchaser's Liability for Assessments.

Notwithstanding the personal obligation of each Unit Owner to pay all Assessments on the Unit, and notwithstanding the Association's perpetual lien upon a Unit for such Assessments, all purchasers shall be jointly and severally liable with the prior Unit Owner(s) for any and all unpaid Assessments against such Unit, without prejudice to any such purchaser's right to recover from any prior Unit Owner any amounts paid thereon by such purchaser. A purchaser's obligation to pay Assessments shall commence upon the date the purchaser becomes the Unit Owner of a Unit. For Assessment purposes, the date a purchaser becomes the Unit Owner shall be determined as follows: (a) in the event of a conveyance or transfer by foreclosure, the date a purchaser becomes the Unit Owner shall be deemed to be upon the expiration of all applicable redemption periods; (b) in the event of a conveyance or transfer by deed in lieu of foreclosure a purchaser shall be deemed to become the Unit Owner of a Unit upon the execution and delivery of the deed or other instruments conveying or transferring title to the Unit, irrespective of the date the deed is recorded; and (c) in the event of conveyance or transfer by deed, a purchaser shall be deemed to become the Unit Owner upon the execution and delivery of the deed or other instruments conveying or transferring title of the Unit, irrespective of the date the deed is recorded. However, such purchaser shall be entitled to rely upon the

existence and status of unpaid Assessments as shown upon any certificate issued by or on behalf of the Association to such named purchaser pursuant to the provisions of this Declaration.

Section 10.11 Waiver of Homestead Exemption; Subordination of Association's Lien for Assessments. By acceptance of the deed or other instrument of transfer of a Unit, each Unit Owner irrevocably waives the homestead exemption provided by Idaho Code § 55-1001, as amended. The Association's perpetual lien on a Unit for Assessments shall be superior to all other liens and encumbrances except the following:

- (a) real property ad valorem taxes and special assessment liens duly imposed by an Idaho governmental or political subdivision or special taxing district, or any other liens made superior by statute;
- (b) liens recorded prior to this Declaration unless otherwise agreed by the parties thereto; and
- (c) the lien of any First Mortgagee except to the extent Idaho law grants priority for Assessments to the Association.

Any First Mortgagee who acquires title to a Unit by virtue of foreclosing a First Mortgage or by virtue of a deed or assignment in lieu of such a foreclosure, or any purchaser at a foreclosure sale of the First Mortgage, will take the Unit free of any claims for unpaid Assessments and Costs of Enforcement against the Unit which accrue prior to the time such First Mortgagee acquires title to the Unit except to the extent the amount of the extinguished lien may be reallocated and assessed to all Units as a Common Expense and except to the extent the Act grants lien priority for Assessments to the Association. All other persons not holding liens described in this Section and obtaining a lien or encumbrance on any Unit after the recording of this Declaration shall be deemed to consent that any such lien or encumbrance shall be subordinate and inferior to the Association's lien for Assessments and Costs of Enforcement as provided in this Article, whether or not such consent is specifically set forth in the instrument creating any such lien or encumbrance.

Sale or other transfer of any Unit, (a) except as provided above with respect to First Mortgagees, (b) except in the case of foreclosure of any lien enumerated in this Section, and (c) except as provided in the next Section, shall not affect the Association's lien on such Unit for Assessments due and owing prior to the time such purchaser acquired title and shall not affect the personal liability of each Unit Owner who shall have been responsible for the payment

thereof. Further, no such sale or transfer shall relieve the purchaser of a Unit from liability for, or the Unit from the lien of, any Assessments made after the sale or transfer.

Section 10.12 Statement of Status of Assessments. On or before fourteen (14) calendar days after receipt of written notice to the Managing Agent or, in the absence of a Managing Agent, to the Board of Directors and payment of a reasonable fee set from time to time by the Board of Directors, any Unit Owner, holder of a Security Interest, prospective purchaser of a Unit or their designees shall be furnished a statement of the Unit Owner's account setting forth:

- (a) the amount of any unpaid Assessments then existing against a particular Unit;
- (b) the amount of the current installments of the annual Assessment and the date that the next installment is due and payable;
- (c) the date(s) for payment of any installments of any special Assessments outstanding against the Unit; and
- (d) any other information, deemed proper by the Association, including the amount of any delinquent Assessments created or imposed under the terms of this Declaration.

Upon the issuance of such a certificate signed by a member of the Board of Directors, by an officer of the Association, or by a Managing Agent, the information contained therein shall be conclusive upon the Association as to the person or persons to whom such certificate is addressed and who rely on the certificate in good faith.

Section 10.13 Liens. Except for Assessment liens as provided in this Declaration, mechanics' liens (except as prohibited by this Declaration), tax liens, judgment liens and other liens validly arising by operation of law and liens arising under Security Interests, there shall be no other liens obtainable against the Common Elements or against the interest of any Unit Owner in the Common Elements except a Security Interest in the Common Elements granted by the Association pursuant to the requirements of the Act.

## **ARTICLE 11. MAINTENANCE RESPONSIBILITY**

Section 11.1 Unit Owner's Rights and Duties with Respect to Interiors. Except as may be provided in the purchase and sale agreement or other

conveyancing documents executed by Declarant in connection with sales to initial purchasers of the Units, each Unit Owner of a Unit shall have the exclusive right and duty to paint, tile, paper, or otherwise decorate or redecorate and to maintain and repair the interior surfaces of the walls, floors, ceilings, windows and doors forming the boundaries of such Unit Owner's Unit and all walls, floors, ceilings, and doors within such boundaries. Notwithstanding the foregoing, no Unit Owner shall be permitted to install any hardwood floor or other hard surface improvements in his Unit that might affect adjoining Units by increasing noise or vibrations, without the prior written approval of the Association, which approval may be denied, or conditioned, in the Association's sole discretion.

Section 11.2 Responsibility of the Unit Owner. The Unit Owner of any Unit shall, at the Unit Owner's expense, maintain and keep in repair all fixtures, equipment, and utilities installed and included in a Unit commencing at a point where the fixtures, equipment, and utilities enter the Unit. A Unit Owner shall not allow any action or work that will impair the structural soundness of the improvements, impair the proper functioning of the utilities, heating, ventilation, or plumbing systems or integrity of the Improvement(s), or impair any easement or hereditament. Subject to the Association's overall responsibility for maintenance of the Limited Common Elements, each Unit Owner shall be responsible for routine maintenance and care of the walls, floors, ceilings, windows and doors of any balcony or of any other Limited Common Elements appurtenant to the Unit Owner's Unit, and for keeping the same in a good, clean, sanitary, and attractive condition. Notwithstanding the foregoing, Unit Owners shall not be responsible for damage to exterior doors and windows, except if as a result of a negligent or willful act of said Owner. The Association shall not be responsible for repairs occasioned by casualty due to the act or negligence of the Unit Owner or Occupant of the Unit except as provided in Article 16.

Section 11.3 Unit Owner's Negligence. In the event that the need for maintenance, repair, or replacement of all or any portion of the Common Elements is caused through or by the negligent or willful act or omission of a Unit Owner or Occupant, then the expenses incurred by the Association for such maintenance, repair, or replacement shall be a personal obligation of such Unit Owner; and, if the Unit Owner fails to repay the expenses incurred by the Association within seven days after notice to the Unit Owner of the amount owed, then the failure to so repay shall be a default by the Unit Owner, and such expenses shall automatically become a default Assessment determined and levied against such Unit, enforceable by the Association in accordance with this Declaration.

Section 11.4 Responsibility of the Association. The Association, without the requirement of approval of the Unit Owners, shall maintain and keep in good repair, replace, and improve, as a Common Expense, all of the Condominium Project not required in this Declaration to be maintained and kept in good repair by a Unit Owner or by Declarant.

## **ARTICLE 12. MECHANICS' LIENS**

Section 12.1 Mechanics' Liens. Subsequent to recording of this Declaration and the filing of the Map in the Records, no labor performed or materials furnished for use and incorporated in any Unit with the consent of or at the request of the Unit Owner or the Unit Owner's agent, contractor or subcontractor, shall be the basis for the filing of a lien against a Unit of any other Unit Owner not expressly consenting to or requesting the same, or against any interest in the Common Elements except as to the undivided interest therein appurtenant to the Unit of the Unit Owner for whom such labor shall have been performed or such materials shall have been furnished. Each Unit Owner shall indemnify and hold harmless each of the other Unit Owners and the Association from and against any liability or loss arising from the claim of any mechanics' lien or for labor performed or for materials furnished in work on such Unit Owner's Unit, against the Unit of another Unit Owner or against the Common Elements, or any part thereof.

Section 12.2 Enforcement by the Association. At its own initiative or upon the written request of any Unit Owner (if the Association determines that further action by the Association is proper), the Association shall enforce the indemnity provided by the provisions of this Article 12 by collecting from the Unit Owner of the Unit on which the labor was performed or materials furnished the amount necessary to discharge by bond or otherwise any such mechanics' lien, to pay all costs and reasonable attorneys' fees incidental to the lien, and to obtain a release of such lien. If the Unit Owner of the Unit on which the labor was performed or materials furnished refuses or fails to indemnify within five (5) days after the Association shall have given notice to such Unit Owner of the total amount of the claim, then the failure to so indemnify shall be a default by such Unit Owner under the provisions of this Section 12.2, and such amount to be indemnified shall automatically become a default Assessment determined and levied against such Unit, and enforceable by the Association pursuant to this Declaration.



## ARTICLE 13. USE RESTRICTIONS

Section 13.1 Use of Units. Except for uses reserved to Declarant in Article 15 entitled "Special Declarant Rights and Additional Reserved Rights", and except for Commercial Units, all Units shall be used for residential purposes and other commercial activities permitted by applicable zoning codes which do not cause unreasonable disturbance to other Unit Owners. Subject to Section 13.6, below, Unit Owners may rent or lease such Units to others for such purposes.

Section 13.2 Use of Common Elements. There shall be no obstruction of the Common Elements, nor shall anything be kept or stored on any part of the Common Elements by any Unit Owner without the prior written approval of the Association. Nothing shall be altered on, constructed in, or removed from the Common Elements by any Unit Owner without the prior written approval of the Association.

Section 13.3 Prohibition of Increases in Insurable Risks and Certain Activities. Nothing shall be done or kept in any Unit or in or on the Common Elements, or any part thereof, which would result in the cancellation of the insurance on all or any part of the Condominium Project or in an increase in the rate of the insurance on all or any part of the Condominium Project over what the Association, but for such activity, would pay, without the prior written approval of the Association. Nothing shall be done or kept in any Unit or in or on the Common Elements which would be in violation of any statute, rule, ordinance, regulation, permit, or other imposed requirement of any governmental body having jurisdiction over the Condominium Project. No damage to or waste of the Common Elements shall be committed by any Unit Owner or Occupant, and each Unit Owner shall indemnify and hold the Association and the other Unit Owners harmless against all loss resulting from any such damage or waste caused by him or an Occupant of his Unit. Failure to so indemnify shall be a default by such Unit Owner under this Section. At its own initiative or upon the written request of any Unit Owner (and if the Association determines that further action by the Association is proper), the Association shall enforce the foregoing indemnity as a default Assessment levied against such Unit.

Section 13.4 Structural Alterations and Exterior Appearance. No structural alterations to any Unit, including the construction of any additional skylight, window, door or other alteration visible from the exterior of the Unit or to any Common Element shall be made or caused to be made by any Unit Owner without the prior written approval of the Declarant during the Period of Declarant

Control and, thereafter, the Association. No window coverings or other improvements, alterations or decorations visible from outside a Unit shall be added by a Unit Owner without the prior written approval of the Declarant during the Period of Declarant Control and, thereafter, the Association, which may adopt written guidelines to address the same. No alteration or relocation of boundaries between adjoining Units shall be made by the Unit Owners without the prior written approval of the Declarant during the Period of Declarant Control and, thereafter, by the Association. The Association shall promulgate Rules and Regulations establishing procedures for the approvals required by this Section 13.4. Such Rules and Regulations shall include, but shall not be limited to, requirements that the applicant submit (a) plans and specifications showing the nature, kind, shape, height, color, materials, and location of the proposed alterations in sufficient detail for the Association and Declarant to review them; and (b) processing and/or review fees, which may include any professional fees the Association or Declarant might incur in retaining architects or engineers to review the plans and specifications. The Rules and Regulations shall specifically consider the impact of the alteration on the harmony of external design and location in relation to surrounding structures and topography.

Section 13.5 Use Restrictions. No animal pens, sheds, fences or other outbuildings or structures of any kind shall be erected by any Unit Owner. No activity shall be allowed which interferes unduly with the peaceful possession and proper use of the Condominium Project by the Unit Owners, nor shall any fire hazard or unsightly accumulation of refuse be allowed. No animals, birds, insects, or livestock of any kind shall be raised, bred, or kept on or in the Condominium Project. Notwithstanding the foregoing, residents of Units may have up to two (2) domestic dogs and/or cats so long as they do not interfere with the quiet enjoyment of occupants of other Units, or other properly licensed and certified service animals for disabled persons. No lights shall be emitted which are unreasonably bright or cause unreasonable glare; no sound shall be emitted which is unreasonably loud or annoying; and no odor shall be emitted which is noxious or offensive to others.

Section 13.6 Limits on Timesharing / Short-Term Rentals.

- (a) No Unit Owner shall offer or sell any interest in such Unit under a “timesharing” or “interval ownership” plan, or any similar plan without the specific prior written approval of the Declarant during the Period of Declarant Control, and thereafter the Association.
- (b) No Unit Owner shall rent his Unit for any period less than fourteen (14) consecutive days (“Short Term Rental”) nor shall any Unit be rented more

than four (4) separate times in any twelve (12) month period. Any lease of ninety (90) days or more shall not be considered a Short Term Rental. By purchasing a Unit, each Unit Owner expressly agrees to the limitations contained herein.

Section 13.7 Restriction on Signs. No signs, billboards, posterboards, or advertising structure of any kind shall be displayed, erected, or maintained for any purpose whatsoever except such signs as have been approved by the Declarant during the Period of Declarant Control and, thereafter, the Association. Any signs which are permitted under the foregoing restrictions shall be erected or maintained on the Condominium Project only with the prior written approval of the Declarant during the Period of Declarant Control, and thereafter the Association, which approval shall be given only if such signs are of attractive design and as small a size as reasonably possible and shall be placed or located as directed or approved by the Association. External signage must also comply with applicable restrictions of the City of Hailey.

Section 13.8 Commercial Operations. Each Owner of a Commercial Unit must comply with the Rules and Regulations for commercial establishments as adopted from time to time by the Association; provided, however, that the Association shall not adopt Rules and Regulations that substantially impede or effectively prohibit commercial and retail operations. No cooking of food shall be allowed in any Commercial Unit and the time for open commercial activity must conform to Ketchum City code, and in no event shall any Commercial Unit remain open for operations later than 10:00pm.

Section 13.9 Restrictions on Use of Parking and Storage Areas. No parking shall be permitted at any location on the Property unless specifically designated for parking by the Association. No storage is permitted outside of Units except in specifically designated storage areas. No Owner may use any parking or storage space assigned to another. No Owner may use any parking space for storage or use any parking or storage space in any manner that obstructs or interferes with any other Owner's parking or storage rights or that constitutes a safety hazard. Without limiting the generality of the powers of the Association with respect to parking or storage, the Association is specifically authorized, but not obligated, to remove any vehicle parked in any area not designated for parking, or any vehicle parked in any space that is assigned to another person or reserved for a specific use, or any vehicle parked in an obstructing or hazardous manner, or any improperly stored or hazardous materials, in all cases at the expense of the Owner or Occupant that owns such vehicle or materials. Expenses incurred by the Association in connection with such removal (and storage, if necessary) shall be a personal obligation of such

Owner and, if the Owner fails to pay such amount within seven (7) days after notice to the Owner of the amount owed, then the failure to pay shall be a default by the Owner and such expenses shall automatically become a default Assessment determined and levied against such Unit enforceable by the Association as provided in this Declaration.

## ARTICLE 14. EASEMENTS

Section 14.1 Easement of Enjoyment. Every Unit Owner shall have a non-exclusive easement for the use and enjoyment of the Common Elements, which shall be appurtenant to and shall pass with the title to every Unit, subject to the easements set forth in this Article 14 and the easements and restrictions set forth in Article 7 entitled "Unit Owners' Property Rights in Common Elements".

Section 14.2 Delegation of Use. Any Unit Owner may delegate, in accordance with the Condominium Documents, the Unit Owner's right of enjoyment in the Common Elements to an Occupant of the Unit Owner's Unit.

Section 14.3 Recorded Easements. The Property shall be subject to any easements shown on any recorded plat affecting the Property, shown on the recorded Map or reserved or granted under this Declaration.

Section 14.4 Easements for Encroachments. The Condominium Project, and all portions of it, are subject to easements hereby created for encroachments between Units and the Common Elements as follows:

(a) in favor of all Unit Owners, so that they shall have no legal liability when any part of the Common Elements encroaches upon a Unit;

(b) in favor of each Unit Owner, so that the Unit Owner shall have no legal liability when any part of his Unit encroaches upon the Common Elements or upon another Unit; and

(c) in favor of all Unit Owners, the Association, and the Unit Owner of any encroaching Unit for the maintenance and repair of such encroachments.

Encroachments referred to in this Section 14.4 include, but are not limited to, encroachments caused by error or variance from the original plans in the construction of the Improvements or any Unit constructed on the Property, by error in the Map, by settling, rising, or shifting of the earth, or by changes in position caused by repair or reconstruction of any part of the Condominium Project. Such encroachments shall not be considered to be encumbrances upon

any part of the Condominium Project; provided, however, that encroachments created by the intentional act of a Unit Owner shall not be deemed to create an easement on the Property and shall be considered an encroachment upon the Condominium Project. Such encroachment shall be removed at Unit Owner's expense immediately upon notice from the Association. In the event such encroachment is not timely removed, the Association may effect removal of the encroachment and the expense thereof shall be a default Assessment to the Unit Owner.

Section 14.5 Utility Easements. There is hereby created a general easement upon, across, over, in, and under all of the Property for ingress and egress and for installation, replacement, repair, and maintenance of all utilities, including but not limited to water, sewer, gas, telephone, electricity, and a cable communication system. By virtue of this easement, it shall be expressly permissible and proper for the companies providing such utilities to erect and maintain the necessary equipment on the Property and to affix and maintain electrical, communications, and telephone wires, circuits, and conduits under the Property. Any utility company using this general easement shall use its best efforts to install and maintain the utilities provided without disturbing the uses of other utilities, the Unit Owners, the Association, and Declarant; shall complete its installation and maintenance activities as promptly as reasonably possible; and shall restore the surface to its original condition as soon as possible after completion of its work. Should any utility company furnishing a service covered by this general easement request a specific easement by separate recordable document, Declarant during the Period of Declarant Control and, thereafter, the Association, shall have the right and authority to grant such easement upon, across, over, or under any part or all of the Property without conflicting with the terms hereof. The easements provided for in this Section 14.5 shall in no way affect, avoid, extinguish, or modify any other recorded easement on the Property.

Section 14.6 Emergency Access Easement. A general easement is hereby granted to all police, sheriff, fire protection, ambulance, and all other similar emergency agencies or persons to enter upon all streets and upon the Property in the proper performance of their duties.

Section 14.7 Maintenance Easement. An easement is hereby granted to the Association and any Managing Agent and their respective officers, agents, employees and assigns upon, across, over, in, and under the Common Elements and a right to make such use of the Common Elements as may be necessary or appropriate to perform the duties and functions which they are obligated or permitted to perform pursuant to this Declaration.

Section 14.8 Easements of Access for Repair, Maintenance, and Emergencies. Some of the Common Elements are or may be located within the Units or may be conveniently accessible only through the Units. The Unit Owners and the Association shall have the irrevocable right, to be exercised by the Association as the Unit Owners' agent, to have access to each Unit and to all Common Elements from time to time during such reasonable hours as may be necessary for the maintenance, repair, removal, or replacement of any of the Common Elements therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the Common Elements or to any Unit. Unless caused by the negligent or willful act or omission of a Unit Owner or Occupant, damage to the interior of any part of a Unit resulting from the maintenance, repair, emergency repair, removal, or replacement of any of the Common Elements or as a result of emergency repair within another Unit at the instance of the Association or of the Unit Owners shall be a Common Expense.

Section 14.9 Easements Deemed Created. All conveyances of Units hereafter made, whether by Declarant or otherwise, shall be construed to grant and reserve the easements contained in this Article 14, even though no specific reference to such easements or to this Article 14 appears in the instrument for such conveyance.

#### **ARTICLE 15. SPECIAL DECLARANT RIGHTS AND ADDITIONAL RESERVED RIGHTS**

Section 15.1 Special Declarant Rights. Declarant hereby reserves the right, from time to time, to perform the acts and exercise the rights hereinafter specified (the "Special Declarant Rights"). Declarant's Special Declarant Rights include the following:

(a) Completion of Improvements. The right to complete improvements indicated on Plats and Maps filed with this Declaration.

(b) Construction Easements. The right to use easements through the Common Elements for the purpose of making improvements within the Condominium Project.

(c) Amendment of Declaration and/or Plat. The right to Amend this Declaration and or to amend the Plat in connection with the exercise of its development rights.

(d) Signs. The right to maintain signs on the Common Elements advertising the Condominium Project.

(e) Post-Sales. The right to use the Common Elements to maintain customer relations and provide post-sale services to Unit Owners.

(f) Parking/Storage. The right to use and to allow others to use all parking and storage areas in connection with its marketing efforts.

Section 15.2 Additional Reserved Rights. In addition to the Special Declarant Rights set forth in Section 15.1 above, Declarant also reserves the following additional rights (the “Additional Reserved Rights”):

(a) Dedications. The right to establish, from time to time, by dedication or otherwise, utility and other easements for purposes including but not limited to streets, paths, walkways, ski-ways, drainage, recreation areas, parking areas, driveways, ducts, shafts, flues, conduit installation areas, and to create other reservations, exceptions and exclusions for the benefit of and to serve the Unit Owners within the Condominium Project.

(b) Use Agreements. The right to enter into, establish, execute, amend, and otherwise deal with contracts and agreements for the use, lease, repair, maintenance or regulation of parking and/or common facilities for the benefit of the Unit Owners and/or the Association.

(c) Easement Rights. The rights to an easement through the Common Elements as may be reasonably necessary for the purpose of discharging Declarant’s obligations arising under this Declaration or the Act.

(d) Other Rights. The right to exercise any Additional Reserved Right created by any other provision of this Declaration.

Section 15.3 Limitations on Special Declarant Rights and Additional Reserved Rights. Unless sooner terminated by an amendment to this Declaration executed by the Declarant, any Special Declarant Right or Additional Reserved Rights may be exercised by the Declarant so long as the Declarant (a) is obligated under any warranty or obligation; (b) owns any Unit; or (c) holds a Security Interest in any Unit(s); provided, however, all Special Declarant Rights and Additional Reserved Rights shall terminate ten (10) years after the date of recording this Declaration. Earlier termination of certain rights may occur pursuant to requirements of the Act.

Section 15.4 Interference with Special Declarant Rights. Neither the Association nor any Unit Owners may take any action or adopt any rule and/or

regulation that will interfere with or diminish any Special Declarant Rights or Additional Reserved Rights without the prior written consent of the Declarant.

Section 15.5 Rights Transferable. Any Special Declarant Rights or Additional Reserved Right created or reserved under this Article 15 for the benefit of Declarant may be transferred to any person by an instrument describing the rights transferred and recorded in the Records. Such instrument shall be executed by the transferor Declarant and the transferee.

## **ARTICLE 16. INSURANCE**

Section 16.1 Coverage. Commencing not later than the first conveyance of a Unit to a purchaser and to the extent reasonably available, the Association shall obtain and maintain insurance coverage as set forth in this Article. If such insurance is not reasonably available, and the Board of Directors determines that any insurance described herein will not be maintained, the Board of Directors shall promptly cause notice of that fact to be hand delivered or sent prepaid by United States mail to all Unit Owners and Eligible First Mortgagees at their respective last known addresses.

(a) Property Insurance. The Association shall maintain property insurance on the Condominium Project for broad form covered causes of loss in amount of insurance not less than the full insurable replacement cost of the insured property less applicable deductibles at the time insurance is purchased and at each renewal date, exclusive of land, excavations, foundations, and other items normally excluded from property insurance policies.

(b) Liability Insurance. The Association shall maintain commercial general liability insurance against claims and liabilities arising in connection with the ownership, existence, use, or management of the Condominium Project, insuring the Board of Directors, the Association, the Managing Agent, and their respective employees, agents and all persons acting as agents. The Declarant shall be included as an additional insured in such Declarant's capacity as a Unit Owner and member of the Board of Directors. Unit Owners and Eligible First Mortgagees shall be included as additional insureds but only for claims and liabilities arising in connection with the ownership, existence, use, or management of the Common Elements or membership in the Association. The insurance shall cover claims of one or more insured parties against the other insured parties.



(c) Fidelity Insurance. The Association shall maintain fidelity insurance on all persons who control or disburse funds of the Association. Coverage shall not be less in the aggregate than two months' current Assessments plus reserves, as calculated from the current budget of the Association. Any person employed as an independent contractor by the Association, including the Managing Agent must obtain and maintain fidelity insurance in like amount for the benefit of the Association unless the Association names such person as an insured employee in the policy of fidelity insurance specified above.

(d) Other Insurance. The Board of Directors may also procure insurance against such additional risks of a type normally carried with respect to properties of comparable character and use that the Board of Directors deems reasonable and necessary in order to protect the Condominium Project, the Association and the Unit Owners.

(e) Unit Owners' Policies. Each Unit Owner may obtain additional insurance at his own cost for his own benefit so long as all such policies shall contain waivers of subrogation and provide further that the liability of the carriers issuing insurance to the Association hereunder shall not be effected or diminished by reason of any such insurance carried by any Unit Owner.

Section 16.2 Required Provisions. All insurance policies carried pursuant to the requirements of this Article 16 must provide that:

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

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

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

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

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

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

(g) the insurer shall issue certificates or memoranda of insurance to the Association and, upon request, to any Unit Owner or holder of a Security Interest; and

(h) the insurer issuing the policy may not cancel or refuse to renew it until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Association and any Unit Owner(s) and holder(s) of Security Interests to whom a certificate or memorandum of insurance has been issued at their respective last known addresses.

Section 16.3 Adjustment of Claims. The Association may adopt and establish written nondiscriminatory policies and procedures relating to the submission of claims, responsibility for deductibles, and any other matters of claims adjustment. To the extent the Association settles a property insurance claim, it shall have the authority to assess negligent Unit Owners causing such loss or benefitting from such repair or restoration all deductibles paid by the Association. In the event more than one Unit is damaged by a loss, the Association in its reasonable discretion may assess each Unit Owner a pro rata share of any deductible paid by the Association.

Section 16.4 Copies of Policies. A copy of each insurance policy obtained by the Association shall be made available for inspection by any Unit Owner or Eligible First Mortgagee at reasonable times.

## **ARTICLE 17. RESTORATION UPON DAMAGE OR DESTRUCTION**

Section 17.1 Duty to Restore. Any portion of the Condominium Project, for which insurance is required under the Act or for which insurance carried by the Association is in effect, that is damaged or destroyed must be repaired or replaced promptly by the Association unless:

(a) the Condominium Project is terminated;

(b) repair or replacement would be illegal under a state statute or municipal ordinance governing health or safety;

(c) seventy-five percent (75%) of the Unit Owners, including every Owner of a Unit or assigned Limited Common Element that will not be rebuilt, vote not to rebuild; or

(d) prior to the conveyance of any Unit to a purchaser, the holder of a Security Interest on the damaged portion of the Condominium Project rightfully demands all or a substantial part of the insurance proceeds.

In the event the Condominium Project is not repaired or replaced as allowed by Subparagraphs (a), (b) and (c) above, then the Real Estate in the Condominium Project shall be sold and the proceeds distributed pursuant to the procedures provided for in the Act for termination of condominium projects.

Section 17.2 Cost. The cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expense.

Section 17.3 Plans. The Property must be repaired and restored in accordance with either the original plans and specifications or other plans and specifications which have been approved by the Board of Directors and a Majority of Owners.

Section 17.4 Replacement of Less Than Entire Property. If the entire Condominium Project is not repaired or replaced, the insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Condominium Project and, except to the extent that other persons will be distributees:

(a) the insurance proceeds attributable to a Unit and Limited Common Elements that are not rebuilt must be distributed to the Unit Owner of the Unit and the Unit Owner of the Unit to which the Limited Common Elements were allocated, or to holders of Security Interests, as their interests may appear;

(b) the remainder of the proceeds must be distributed to each Unit Owner or holders of Security Interests, as their interests may appear, in proportion to the Allocated Interests in the Common Elements of all the Units; and

(c) if the Unit Owners vote not to rebuild a Unit, the Allocated Interests of the Unit are reallocated upon the vote as if the Unit had been condemned, and the Association promptly shall prepare, execute and record an amendment to this Declaration reflecting the reallocations.

Section 17.5 Insurance Proceeds. The insurance trustee, or if there is no insurance trustee, then the Board of Directors, acting by the President, shall hold any insurance proceeds in trust for the Association, Unit Owners and holders of Security Interests as their interest may appear. Subject to the provisions of the Sections above, the proceeds shall be disbursed first for the repair or restoration of the damaged Property, and the Association, Unit Owners and holders of Security Interests are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Property has been completely repaired or restored, or the Condominium Project is terminated, in which event the surplus proceeds will be distributed as provided in this Declaration.

Section 17.6 Certificates by the Board of Directors. The insurance trustee, if any, may rely on the following certifications in writing made by the Board of Directors:

(a) whether or not damaged or destroyed Property is to be repaired or restored; and

(b) the amount or amounts to be paid for repairs or restoration and the names and addresses of the parties to whom such amounts are to be paid.

Section 17.7 Certificates by Attorneys or Title insurance Companies. If payments are to be made to Unit Owners or holders of Security Interests, the Board of Directors, and the insurance trustee, if any, shall obtain and may rely on a title insurance company or attorney's certificate of title or a title insurance policy based on a search of the Records from the date of recording of this Declaration stating the names of the Unit Owners and the holders of Security Interest.

## **ARTICLE 18. CONDEMNATION**

If all or part of the Condominium Project is taken by any power having the authority of eminent domain, all compensation and damages for and on account of the taking shall be payable in accordance with the provisions on eminent domain in the Act.

## **ARTICLE 19. MORTGAGEE PROTECTIONS**

Section 19.1 Introduction. This Article 19 establishes certain standards and covenants which are for the benefit of First Mortgagees. This Article 19 is supplemental to, and not in substitution for, any other provisions of this Declaration, but in the case of any conflict, this Article shall control.

Section 19.2 Percentage of First Mortgagees. Unless specifically provided otherwise, wherever in this Declaration the approval or consent of a specified percentage of Eligible First Mortgagees is required, it shall mean the approval or consent of sixty-seven percent (67%) of Eligible First Mortgagees. Each Eligible First Mortgagee shall be entitled to one vote for each Security Interest held by such Eligible First Mortgagee.

Section 19.3 Notice of Actions. If requested in writing to do so, the Association shall give prompt written notice of the following to each Eligible First Mortgagee making such request:

(a) any condemnation loss or any casualty loss which affects a material portion of the Common Elements or any Unit in which an interest is held by the Eligible First Mortgagee;

(b) any delinquency in the payment of Assessments which remains uncured for sixty (60) days by a Unit Owner whose Unit is encumbered by a Security Interest held by such Eligible First Mortgagee;

(c) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association;

(d) any proposed action which would require the consent of Eligible First Mortgagees as set forth in this Article;

(e) any judgment rendered against the Association; and

(f) a copy of any financial statement of the Association.

Section 19.4 Consent Required. The Association may not take any of the following actions, except as such rights have been specifically reserved by Declarant under the provisions of this Declaration, without the consent of sixty-seven percent (67%) of the Eligible First Mortgagees:

(a) sale, conveyance or encumbrance of the Common Elements (provided, however, that the granting of easements for public utilities, for construction and maintenance of roads within the Condominium Project, or for other purposes provided for in this Declaration will not be deemed a transfer within the meaning of this clause);

(b) restoration or repair of the Condominium Project (after hazard damage or partial condemnation) in a manner other than that specified in this Declaration;

(c) termination of this Declaration for reasons other than substantial destruction or condemnation, subject to the approval percentages required for such termination;

(d) merger of the Condominium Project with any other common interest community; or

(e) any action not to repair or to replace the Common Elements except as permitted in this Declaration.

Section 19.5 Notice of Objection. Unless an Eligible First Mortgagee provides the Secretary of the Association with written notice of its objection, if any, to any proposed amendment or action requiring the approval of Eligible First Mortgagees within thirty (30) days following the receipt of notice of such proposed amendment or action, the Eligible First Mortgagee will be deemed conclusively to have consented to or approved the proposed amendment or action.

#### Section 19.6 First Mortgagees' Rights.

(a) Advances. First Mortgagees, jointly or singly, may pay taxes or other charges which are in default and which may or have become a charge against any of the Common Elements or improvements thereon, and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for the Common Elements. First Mortgagees making such payments shall be owed immediate reimbursement from the Association.

(b) Cure Rights. First Mortgagees shall be entitled to cure any delinquency of the Unit Owner encumbered by a First Mortgage in the payment of Assessments. In that event, the First Mortgagee shall be entitled to obtain a release from the lien imposed or perfected by reason of such delinquency.

(c) Priority. No provision of the Condominium Project documents gives a Condominium Unit Owner or any other party priority over any rights of the First Mortgagee of the Condominium Unit pursuant to its mortgage in the case of payment to the Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

Section 19.7 Limitations on First Mortgagee's Rights. No requirement for approval or consent by a First Mortgagee provided in this Article 19 shall operate to:

(a) deny or delegate control over the general administrative affairs of the Association by the Unit Owners or the Board of Directors;

(b) prevent the Association or Board of Directors from commencing, intervening and/or settling any legal proceeding; or

(c) prevent any insurance trustee or the Association from receiving and distributing any insurance proceeds in accordance with the requirements of Article 18 entitled "Restoration Upon Damage or Destruction".

Section 19.8 Special Declarant Rights. No provision or requirement of this Article 19 entitled "Mortgagee Protections" shall apply to any Special Declarant Rights reserved to Declarant in this Declaration.

## **ARTICLE 20. DURATION OF COVENANTS; AMENDMENT AND TERMINATION**

Section 20.1 Term. This Declaration and any amendments or supplements to it shall remain in effect from the date of recordation for a period of fifty (50) years. Thereafter, this Declaration shall be automatically extended for successive periods of ten (10) years each, unless otherwise terminated or modified as provided in this Article.

Section 20.2 Amendment of Declaration. Except to the extent that this Declaration and the Act expressly permit or require amendments that may be executed by the Declarant or by the Association, this Declaration (including the Map) may be amended only by a vote or agreement of Unit Owners to which more than sixty-seven percent (67%) of the votes in the Association are allocated.

Section 20.3 Execution of Amendments; Expenses. Any amendment shall be prepared, executed and recorded either by the Declarant or by an officer of the Association designated for that purpose or, in the absence of a designation, by the President of the Association. All expenses associated with preparing and recording an amendment to this Declaration shall be the sole responsibility of: (a) any Unit Owners desiring an amendment as provided for in this Declaration or the Act; (b) the Declarant, to the extent the right to amend this

Declaration is reserved to the Declarant and exercised by the Declarant; or (c) in all other cases by the Association as a Common Expense.

Section 20.4 When Modifications Permitted. Notwithstanding the provisions of Section 20.2 above, no amendment or termination of this Declaration shall be effective in any event during the Period of Declarant Control, unless the written approval of Declarant is first obtained.

Section 20.5 Recording of Amendments. Any amendment to this Declaration made in accordance with this Article 20 shall be immediately effective upon the recording of the executed amendment in the Records together with a duly authenticated certificate of the Declarant or the Secretary of the Association stating that the required vote of Unit Owners, if any, and required consents of First Mortgagees (and/or Eligible First Mortgagee, as applicable) were obtained and are on file in the office of the Association. The amendment must be indexed in the grantee's index in the name of the Condominium Project and the Association and in the grantor's index in the name of each person or entity executing the Amendment.

Section 20.6 Rights of Eligible First Mortgagees. To the extent allowed by the Act, Eligible First Mortgagees shall have the rights to approve specified action of the Unit Owners or the Association as a condition to the effectiveness of those actions as provided in Article 19 entitled "Mortgagee Protections".

Section 20.7 Termination of the Condominium Project. The Condominium Project may only be terminated as provided in the Act.

## ARTICLE 21. MISCELLANEOUS

Section 21.1 Enforcement. Enforcement of the covenants, conditions, restrictions, easements, reservations, rights-of-way, and other provisions contained in this Declaration and the other Condominium Documents shall be through any proceedings at law or in equity brought by any aggrieved Unit Owner, the Association, or Declarant against the Association or any Unit Owner. Such actions may seek remedy by injunction or restraint of a violation or attempted violation, or an action for damages, or any of them, without the necessity of making an election.

Section 21.2 Notices. All notices, demands, or other communications required or permitted to be given hereunder shall be in writing, and any and all such items shall be deemed to have been duly delivered upon personal delivery; upon actual receipt, in the case of notices forwarded by certified mail, return receipt requested, postage prepaid; as of 12:00 Noon on the immediately



following business day after deposit with Federal Express or a similar overnight courier service; or as of the third business hour (a business hour being one of the hours from 8:00 a.m. to 5:00 p.m. on business days) after transmitting by telecopier. Notices by email shall be valid only if all parties to the communication have consented to notice by email.

Section 21.3 Nonwaiver. Failure by Declarant, the Association, or any Unit Owner or Eligible First Mortgagee to enforce any covenant, condition, restriction, easement, reservation, right-of-way, or other provision contained in the Condominium Documents shall in no way or event be deemed to be a waiver of the right to do so thereafter.

Section 21.4 Severability. The provisions of this Declaration shall be deemed to be independent and severable, and the invalidity of any one or more of the provisions of it by judgment or court order or decree shall in no way affect the validity or enforceability of any of the other provisions, which provisions shall remain in full force and effect. Any provision which would violate the rule against perpetuities and the rule prohibiting unlawful restraints on alienation shall be construed in a manner as to make this Declaration valid and enforceable.

Section 21.5 Number and Gender. Unless the context provides or requires to the contrary, the use of the singular herein shall include the plural, the use of the plural shall include the singular, and the use of any gender shall include all genders.

Section 21.6 Captions. The captions to the Articles and Sections and the Table of Contents at the beginning of this Declaration are inserted only as a matter of convenience and for reference, and are in no way to be construed to define, limit, or otherwise describe the scope of this Declaration or the intent of any provision of this Declaration.

Section 21.7 Conflicts in Legal Documents. In case of conflicts between the provisions in this Declaration and the Articles of Incorporation or the Bylaws, this Declaration shall control. In case of conflicts in the provisions in the Articles of Incorporation and the Bylaws, the Articles of Incorporation shall control.

Section 21.8 Exhibits. All the Exhibits attached to and described in this Declaration are incorporated in this Declaration by this reference.

Section 21.9 Choice of Law. This Declaration shall be construed and interpreted in accordance with the laws of the State of Idaho.

Executed as of the \_\_\_\_\_ day of \_\_\_\_\_ 2023

Fifth & Main, LLC, an Idaho limited liability company

\_\_\_\_\_  
By: David Wilson, Managing Member

STATE OF IDAHO        )  
                                  ss  
County of Blaine        )

On this \_\_\_\_\_ day of \_\_\_\_\_ 2023, before me, a notary public in and for said state, personally appeared David Wilson, known or identified to me to be the Managing Member of Fifth & Main, LLC, and the person that executed the foregoing instrument on behalf of said limited liability company.

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

\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

**EXHIBIT A  
TO  
DECLARATION**

**Legal Description**

**Lots 3 and 4, Block 5, Ketchum Townsite  
Blaine County, Idaho**

**EXHIBIT B  
TO  
DECLARATION**

**TABLE OF ALLOCATED INTERESTS**

Unit No.	Percentage share of Common Elements	Percentage share of Common Expenses	Vote in the affairs of Association
<b>Commercial Units</b>			
1			
2			
<b>Residential Units</b>			
201			
202			
CH-1			
CH-2			
CH-3			
CH-4			
301			
302			
	<b>100 percent</b>	<b>100 percent</b>	<b>100</b>

**EXHIBIT C  
TO  
DECLARATION**

***ARTICLES***

**DRAFT**

**CONDOMINIUM DECLARATION FOR  
FIFTH & MAIN BUILDING - 50**

12033-009

**EXHIBIT D  
TO  
DECLARATION**

***BYLAWS***

**DRAFT**

**CONDOMINIUM DECLARATION FOR  
FIFTH & MAIN BUILDING - 51**

12033-009

# Attachment 2

## 5<sup>th</sup> & Main Condominiums Subdivision Final Plat

# A PLAT SHOWING 5TH & MAIN CONDOMINIUMS

A CONDOMINIUM SUBDIVISION OF LOT 3A, BLOCK 5, KETCHUM TOWNSITE.  
LOCATED WITHIN SECTION 18, T4N, R18E, B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
JULY 2024



SCALE: 1" = 40'

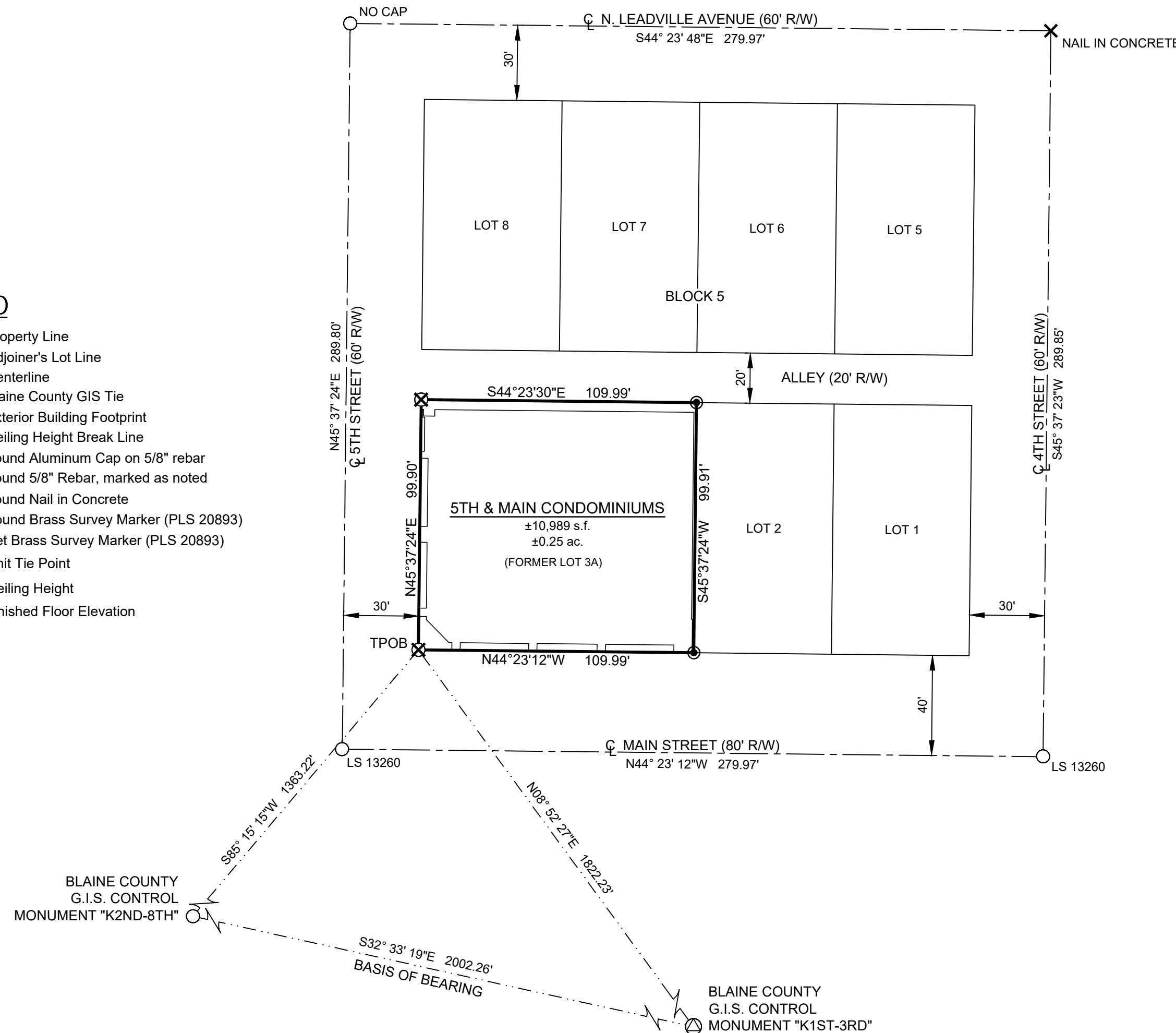
## SURVEY NARRATIVE & NOTES

1. The purpose of this survey is to create a condominium subdivision within Lot 3A, Block 5, Ketchum Townsite. The boundary shown is based on found centerline monuments. All found monuments have been accepted. Set monument locations are per block breakdown and proportioning record distances.
2. Documents used in the course of this survey:
  - a. Plat of the Village of Ketchum, Instrument No. 302967.
  - b. Record of Survey for: Ketchum Block 5, Lots 3 & 4, Instrument No. 642700.
  - c. Plat of Ketchum Townsite, Block 5, Lot 3A, Instrument No. \_\_\_\_\_.
  - d. Lot Book Guarantee by Stewart Title Guaranty Company, File No. 24509744, June 12, 2024.
  - e. Warranty Deed, Instrument No. 6689935.
3. In interpreting the Declaration, Plat or Plats, and Deeds, the existing physical boundaries of the unit as originally constructed, or reconstructed in lieu thereof, shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed or depicted in the declaration, plat or plats, and/or deeds, regardless of settling or lateral movement of the building and regardless of minor variances between boundaries shown in the declaration, plat or plats, and/or deeds, and the actual boundaries of the units in the buildings.
4. Dimensions shown hereon will be subject to slight variations, owing to normal construction tolerances.
5. This condominium subdivision is subject to the Phased Development Agreement recorded as Instrument No. 696302. Said agreement requires final platting to occur prior to completion of Phase II & III construction. Condominium measurements shown hereon are derived from a combination of as-built measurements and architectural plans. In the event of discrepancies between measurements and the constructed building, the physical location of the walls, ceilings, and floors comprise the unit boundaries.
6. This development is subject to the FAR Exceedance Agreement recorded as Instrument No. 696305.
7. The Right-of-Way Encroachment Agreement was recorded as Instrument No. 696303.
8. Horizontal or sloping planes shown hereon are top of finished subfloor and bottom of finished ceiling; vertical planes are finished surfaces of interior walls. Some structural members extend into units, limited common areas and parking spaces.
9. Property shown hereon is subject to terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided by applicable Condominium Law or the Condominium Declaration recorded under Instrument No. \_\_\_\_\_, records of Blaine County, Idaho. Consult the Condominium Declarations for the definition of common and limited common area.
10. All area outside of units that is not designated as "limited common area", is common area. Areas of "common" or "limited common" are shown by diagram.
11. Building ties are to the interior corners of unit walls.
12. Utility easements necessary to allow for access and maintenance of utilities serving units other than the unit they are located in are hereby granted by this plat.
13. Elevations shown hereon are referenced to NAVD 88 datum.
14. All unit walls are parallel and perpendicular, unless noted otherwise.
15. The Community Housing Agreements for Units 2C, 2D, 2E & 2F were recorded as follows, records of Blaine County, Idaho:
 

Unit 2C: Instrument No.	_____
Unit 2D: Instrument No.	_____
Unit 2E: Instrument No.	_____
Unit 2F: Instrument No.	_____
16. Unit 2C, Unit 2D, Unit 2E and Unit 2F on the second floor are deed-restricted community housing units targeted for Blaine County Housing Authority Income Category 4 or lower. The configuration, number, and floor area of these units shall not be modified.

### LEGEND

- Property Line
- Adjoiner's Lot Line
- Centerline
- Blaine County GIS Tie
- Exterior Building Footprint
- Ceiling Height Break Line
- Found Aluminum Cap on 5/8" rebar
- Found 5/8" Rebar, marked as noted
- Found Nail in Concrete
- Found Brass Survey Marker (PLS 20893)
- Set Brass Survey Marker (PLS 20893)
- Unit Tie Point
- Ceiling Height
- FFE Finished Floor Elevation



### 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



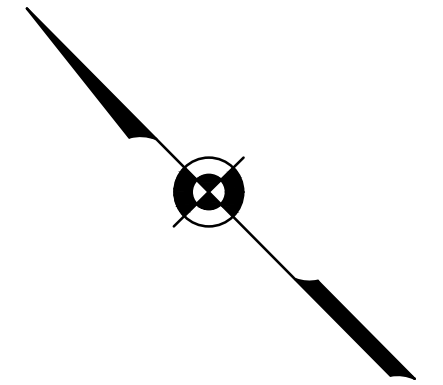
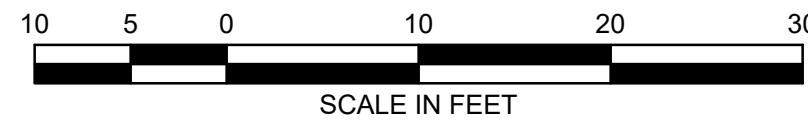
5TH & MAIN CONDOMINIUMS

GALENA-BENCHMARK ENGINEERING  
KETCHUM, IDAHO

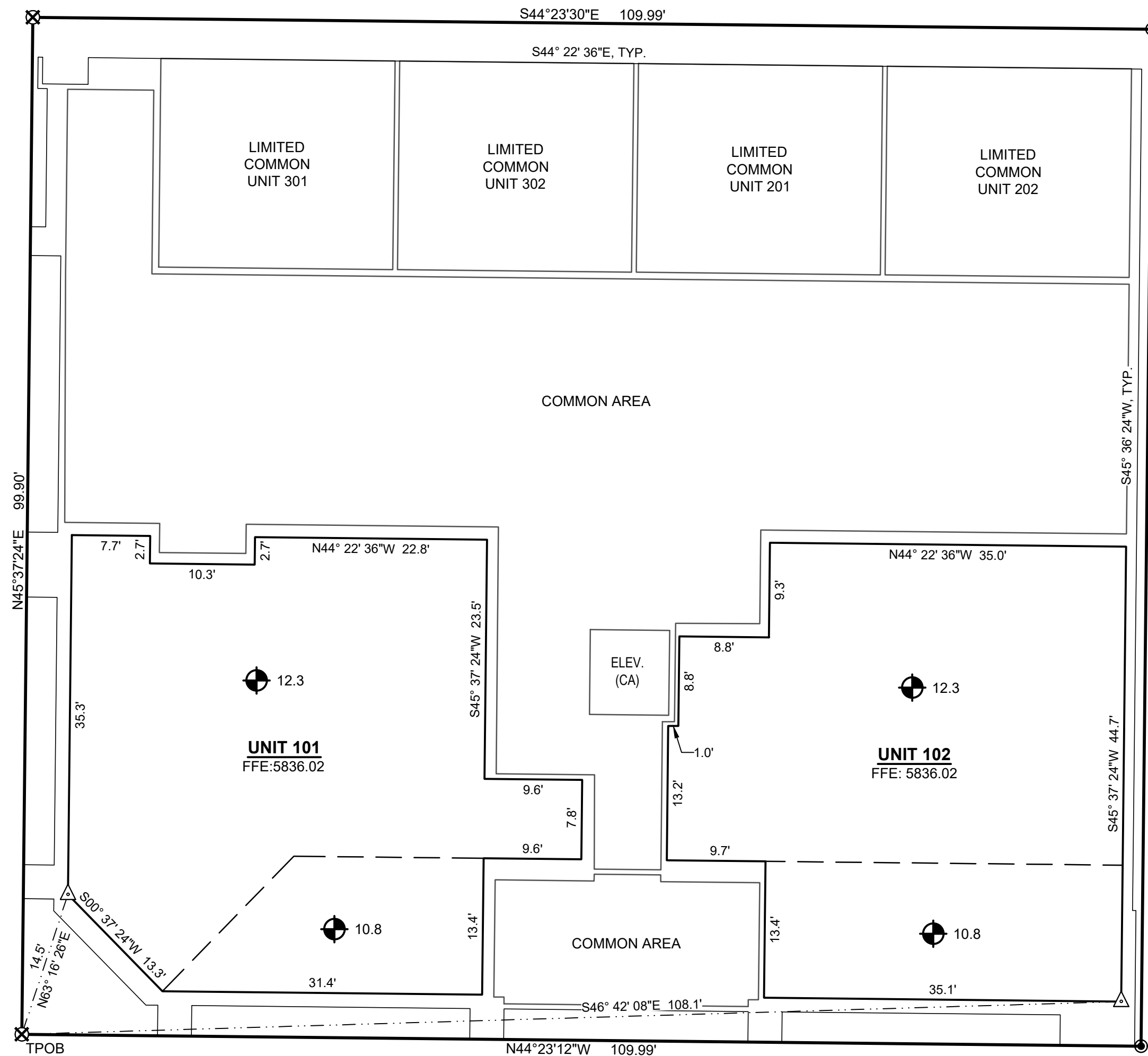
1 OF 5  
Job No. 8146



# A PLAT SHOWING 5TH & MAIN CONDOMINIUMS JULY 2024



SCALE: 1" = 10'



### LEGEND

- Property Line
- Tie Line
- Ceiling Height Break Line
- Found Aluminum Cap on 5/8" rebar
- Found 5/8" Rebar, marked as noted
- Found Nail in Concrete
- Found Brass Survey Marker (PLS 20893)
- Set Brass Survey Marker (PLS 20893)
- Unit Tie Point
- Ceiling Height
- FFE Finished Floor Elevation
- LC Limited Common Area
- CA Common Area

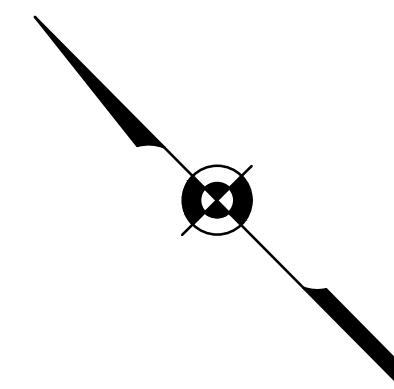
FIRST FLOOR  
UNITS 101 & 102



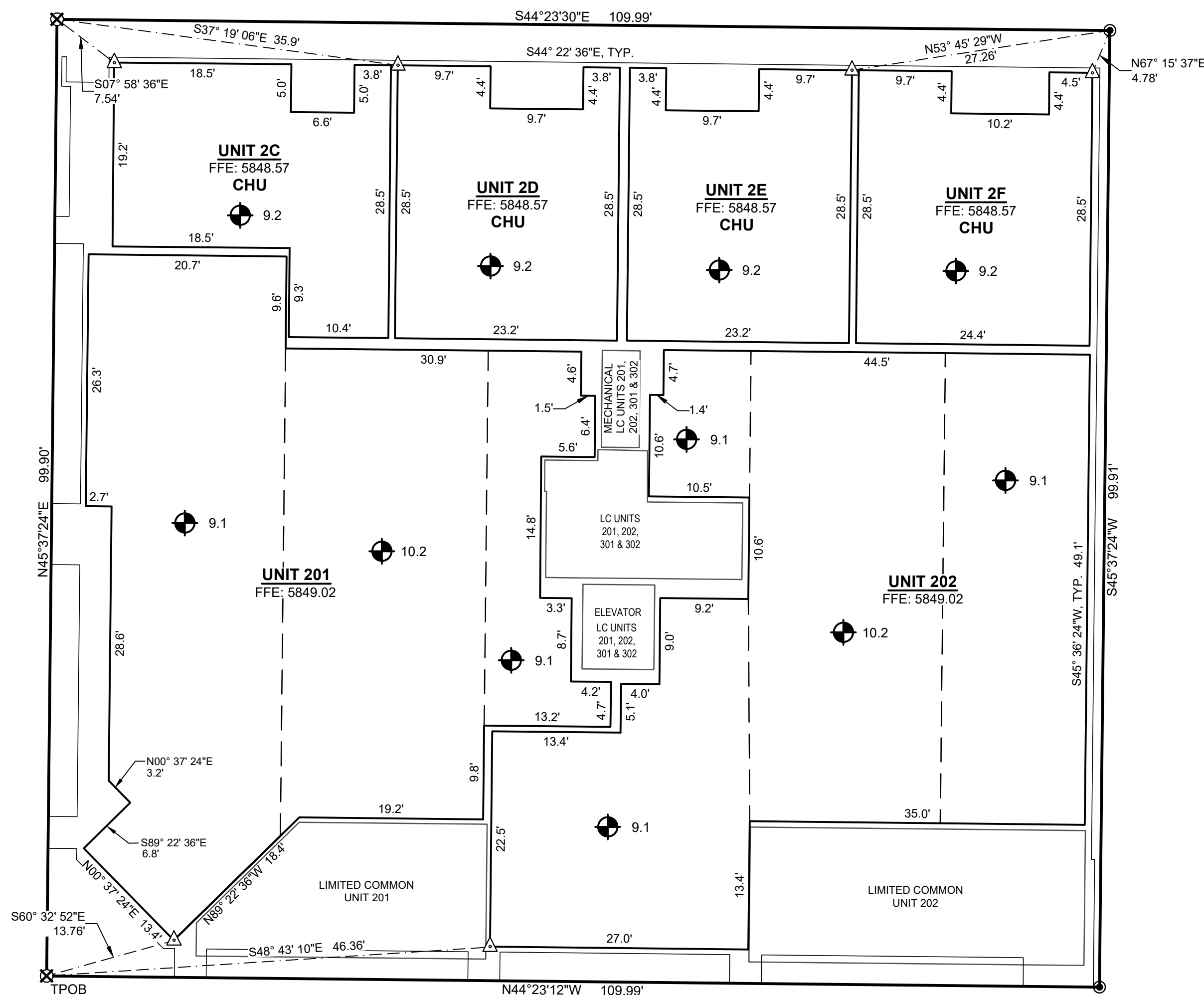
5TH & MAIN CONDOMINIUMS  
GALENA-BENCHMARK ENGINEERING  
KETCHUM, IDAHO  
2 OF 5  
Job No. 8146

# A PLAT SHOWING 5TH & MAIN CONDOMINIUMS

JULY 2024



SCALE: 1" = 10'



## LEGEND

- Property Line
- - - Tie Line
- - - Ceiling Height Break Line
- ⊙ Found Aluminum Cap on 5/8" rebar
- Found 5/8" Rebar, marked as noted
- × Found Nail in Concrete
- ⊗ Found Brass Survey Marker (PLS 20893)
- ⊙ Set Brass Survey Marker (PLS 20893)
- △ Unit Tie Point
- ⊙ Ceiling Height
- FFE Finished Floor Elevation
- CHU Community Housing Unit
- LC Limited Common Area
- CA Common Area

SECOND FLOOR  
UNITS 201 & 202

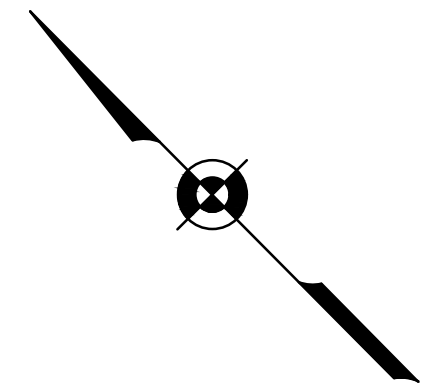


5TH & MAIN CONDOMINIUMS

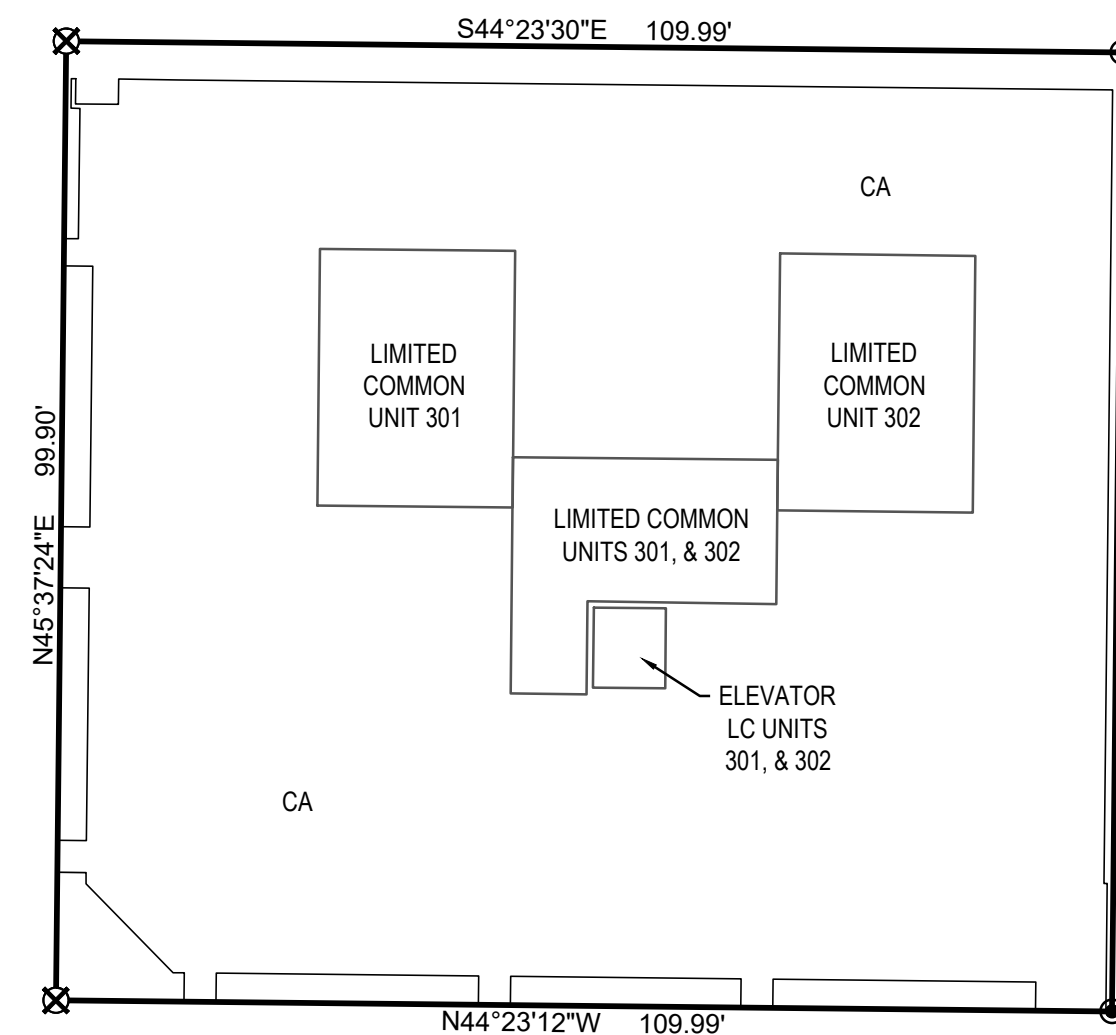
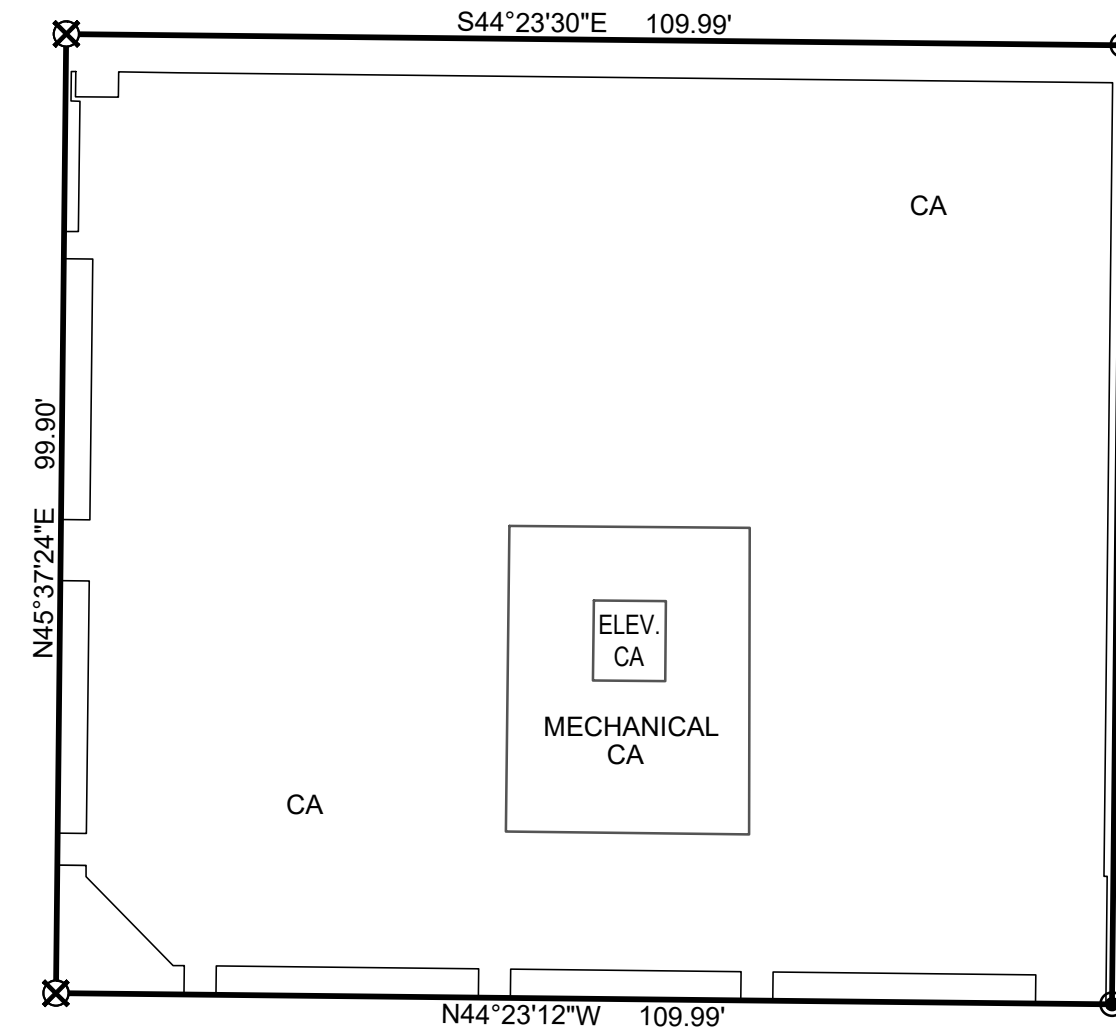
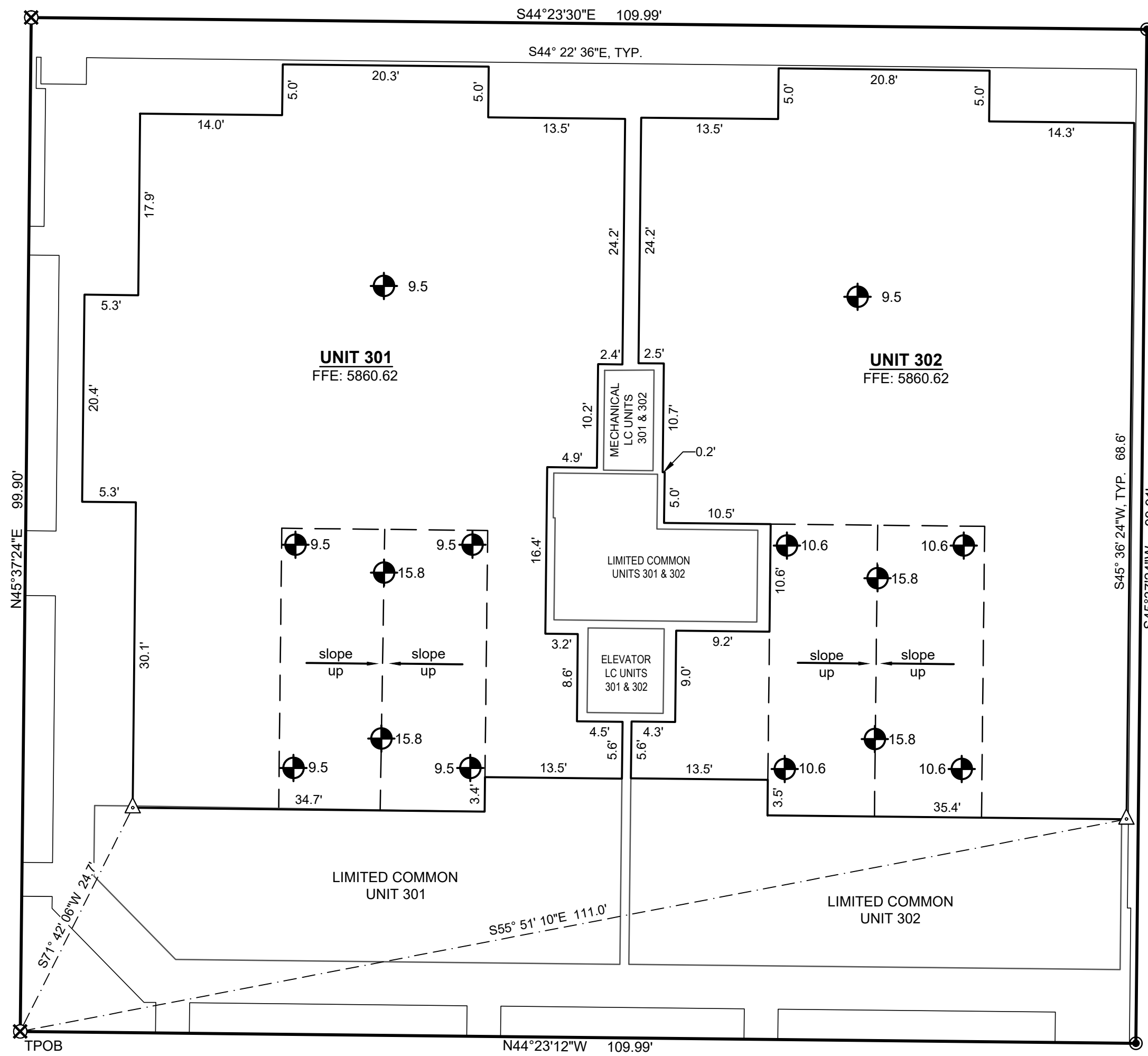
GALENA-BENCHMARK ENGINEERING  
KETCHUM, IDAHO

3 OF 5  
Job No. 8146

# A PLAT SHOWING 5TH & MAIN CONDOMINIUMS JULY 2024



SCALE: 1" = 10'



### LEGEND

- Property Line
- - - Tie Line
- - - Ceiling Height Break Line
- ⊙ Found Aluminum Cap on 5/8" rebar
- Found 5/8" Rebar, marked as noted
- ✕ Found Nail in Concrete
- ⊙ Found Brass Survey Marker (PLS 20893)
- ⊗ Set Brass Survey Marker (PLS 20893)
- △ Unit Tie Point
- ⊕ Ceiling Height
- FFE Finished Floor Elevation
- CHU Community Housing Unit
- LC Limited Common Area
- CA Common Area



5TH & MAIN CONDOMINIUMS  
GALENA-BENCHMARK ENGINEERING  
KETCHUM, IDAHO  
4 OF 5  
Job No. 8146

# 5TH & MAIN CONDOMINIUMS

## CERTIFICATE OF OWNERSHIP

This is to certify that FIFTH & MAIN, LLC, an Idaho limited liability company is the owner in fee simple of the following described Real Property:

Lot 3A in Block 5, Ketchum Townsite, according to the official plat of "Ketchum Townsite: Block 5, Lot 3A", recorded as Instrument No. \_\_\_\_\_, records of Blaine County, Idaho.

Pursuant to Idaho Code 50-1334, the undersigned, as owner does hereby certify that the lot in this plat will be eligible to receive water service from the City of Ketchum and that they have agreed in writing to serve the lot shown on this plat.

It is their intention to create a project including said Real Property in this condominium plat. The Owners also hereby certify that they consent to the recordation of documents pursuant to Chapter 15, Title 55 of Idaho Code and that this plat complies with Idaho Code 50-1334. We do hereby certify that the condominium project described in this plat will be eligible to receive domestic water service from an existing water distribution system and that the City of Ketchum has agreed in writing to serve the condominium project shown on this plat.

The undersigned hereby certify, to the extent required, the notification and/or approval of the foregoing plat by any holders of recorded security interest in and to the real property described above.

IN WITNESS WHEREOF, we have hereunto set our hands.

FIFTH & MAIN, LLC, an Idaho limited liability company  
\_\_\_\_\_

BY: \_\_\_\_\_  
DAVID F. WILSON, Managing Member

BY: \_\_\_\_\_  
PATRICIA W. WILSON, Managing Member

## ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss

On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me, a Notary Public in and for said State, personally appeared DAVID F. WILSON & PATRICIA W. WILSON, known or identified to me to be the managing members of the limited liability company that executed the foregoing instrument, and acknowledged to me that such limited liability company executed the same.

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

\_\_\_\_\_  
Notary Public in and for said State  
Residing in \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

## BLAINE COUNTY RECORDER'S CERTIFICATE

## SURVEYOR'S CERTIFICATE

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



## KETCHUM CITY COUNCIL'S CERTIFICATE

I, the undersigned, City Clerk, in and for the City of Ketchum, Blaine County, Idaho, do hereby certify that at a regular meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2024, this plat was duly accepted and approved.

\_\_\_\_\_  
Trent Donat, City Clerk

## KETCHUM 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 \_\_\_\_\_, 2024, and certify that it is in accordance with the City of Ketchum Subdivision Ordinance.

\_\_\_\_\_  
Robyn Mattison, City Engineer

## KETCHUM CITY PLANNER'S CERTIFICATE

I, the undersigned, Planner in and for the City of Ketchum, Blaine County, Idaho, do hereby approve this plat on this \_\_\_\_ day of \_\_\_\_\_, 2024, and certify that it is in accordance with the City of Ketchum Subdivision Ordinance.

By: \_\_\_\_\_  
City Planner

## BLAINE COUNTY SURVEYOR'S APPROVAL

I, the undersigned, County Surveyor for Blaine County, Idaho, do hereby certify that I have checked the foregoing plat and computations for making the same and have determined that they comply with the laws of the State of Idaho relating to plats and surveys.

\_\_\_\_\_  
Sam Young, County Surveyor

\_\_\_\_\_  
Date

## BLAINE COUNTY TREASURER'S APPROVAL

I, the undersigned County Treasurer in and for Blaine County, State of Idaho per the requirements of Idaho Code 50-1308, do hereby certify that any and all current and/or delinquent County property taxes for the property included in this subdivision have been paid in full.

\_\_\_\_\_  
Blaine County Treasurer

\_\_\_\_\_  
Date

5TH & MAIN CONDOMINIUMS

GALENA-BENCHMARK ENGINEERING  
KETCHUM, IDAHO

5 OF 5  
Job No. 8146

# Attachment 3

Draft

Findings of Fact, Conclusions of  
Law, and Decision



City of Ketchum  
Planning & Building

IN RE: )  
 )  
 5<sup>th</sup> & Main Condominiums ) KETCHUM CITY COUNCIL  
 Condominium Subdivision Final Plat ) FINDINGS OF FACT, CONCLUSIONS OF LAW, AND  
 Date: September 3, 2024 ) DECISION  
 )  
 File Number: P24-062 )

PROJECT: 5<sup>th</sup> & Main Condominiums Subdivision Final Plat

APPLICATION TYPE: Condominium Subdivision – Final Plat

FILE NUMBER: P24-062

ASSOCIATED APPLICATIONS: Design Review P22-007, Variance P22-013, Lot Consolidation Subdivision Preliminary Plat P22-005, Condominium Subdivision Preliminary Plat P22-006, Lot Consolidation Subdivision Final Plat P22-041, Building Permit B22-053

ASSOCIATED AGREEMENTS: FAR Exceedance Agreement 22792, Phased Development Agreement 22793, ROW Encroachment Agreement 22794

PROPERTY OWNER: Fifth & Main LLC

REPRESENTATIVE: David Patrie, Galena-Benchmark Engineering

LOCATION: 460 N Main Street (Ketchum Townsite: Block 5: Lot 3A)

ZONING: Retail Core of the Community Core (CC-1)

OVERLAY: None

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



## RECORD OF PROCEEDINGS

The City of Ketchum received the application for the 5<sup>th</sup> & Main Condominiums Subdivision Final Plat on July 22, 2024. The submittal was reviewed by city departments and the application was deemed complete on August 9, 2024. All conditions of the Design Review (Application File No. P22-007) and Condominium Subdivision Preliminary Plat (Application File No. P22-006) approvals must be met prior to approval of the final plat. The Condominium Subdivision Preliminary Plat approval included a condition to designate the two ground-level commercial units as retail on the condominium subdivision final plat. While the ground-level commercial units are proposed to be improved as retail spaces, planning staff received input from the City Attorney that the use of the ground-level commercial units should not be restricted to retail through the final plat. Any future proposed change of use would require a Change of Occupancy Application and a Business License Application to ensure compliance with the uses permitted in the Retail Core Subdistrict of the Community Core. As of the date of these findings, all conditions have been met and all city department comments have been addressed satisfactorily through applicant revision of project plans or conditions of approval. The Ketchum City Council reviewed the Condominium Subdivision Final Plat Application File No. P24-062 at their meeting on September 3, 2024.

## BACKGROUND

The applicant is nearing completion on the construction of a new 26,386-square-foot mixed-use building at the southeast corner of Main and 5<sup>th</sup> Streets within the Retail Core Subdistrict of the Community Core (CC-1 Zone). The Planning and Zoning Commission reviewed and approved Design Review Application File No. P22-007, Variance Application File No. P22-013, Lot Consolidation Preliminary Plat Application File No. P22-005, and Condominium Subdivision Preliminary Plat Application File No. P22-006 on March 8, 2022. The applications were considered concurrently and the public hearings were combined in accordance with Idaho Code §67-6522. The Ketchum City Council approved the Lot Consolidation Preliminary Plat and Condominium Subdivision Preliminary Plat applications on April 11, 2022. The City Council reviewed and approved the Lot Consolidation Final Plat Application File No. P22-041 and Phased Development Agreement #22793 on September 6, 2022. The Lot Consolidation Final Plat was not recorded within the required one year timeframe pursuant to Ketchum Municipal Code §16.04.030.I. The City Council re-approved the Lot Consolidation Final Plat on August 5, 2024. The project was issued Building Permit B22-053 on September 20, 2022 and construction is nearing completion.

The condominium subdivision final plat application will subdivide the mixed-use building into two retail units, four multi-family dwelling units, four community housing units, common area, and limited common area. Pursuant to Section F of Phased Development Agreement #22793, "The City agrees to accept and process a condominium subdivision final plat application for review and approval by the City Council upon completion of all required Phase I improvements and a Certificate of Occupancy has been issued for the ground-level commercial units." The Phase I improvements are complete, and the Planning and Building Department has issued a Certificate of Completion for the core and shell of the building. Building Permit Application File Nos. 24-KET-00123 and 24-KET-00146 to improve units 101 and 102 as retail spaces are currently under review by staff.

During city department review, staff reviewed the condominium subdivision final plat application for conformance with the procedures for subdivision approval (KMC §16.04.030), subdivision

development and design standards (KMC §16.04.040), and condominium requirements (KMC §16.04.070). Certain standards are not applicable for one of the following reasons:

- The standard applies to the establishment of new subdivisions creating multiple new lots that will form blocks around new streets, and not the subject property, which is comprised of two original Ketchum townsite lots that have been consolidated to accommodate the proposed development.
- The City Engineer has determined that the standard does not apply.

The proposed condominium subdivision final plat application complies with all applicable subdivision requirements and standards.

### FINDINGS OF FACT

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

#### FINDINGS REGARDING COMPLIANCE WITH SUBDIVISION FINAL PLAT REQUIREMENTS

Final Plat Requirements					
Compliant					
Yes	No	N/A	City Code	City Standards	
<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 governmental survey corners, or in lieu of government survey corners, to monuments recognized by the City Engineer.	
			<i>Findings</i>	<i>The point of beginning of the subdivision description is tied to two governmental survey corners—Blaine County GIS Control “K2nd-8th” and “K1st-3rd” as shown 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>Findings</i>	<i>The location and description of monuments are provided on sheet 1 of the final plat.</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>Findings</i>	<i>The final plat shows the location and lot lines for the master/parent lot and the boundaries of each condominium unit. No new streets or blocks are proposed with this application. The property is not located within the floodplain, floodway, mountain overlay, or avalanche districts. All other bearings and dimensions have been reviewed by the City Engineer for accuracy.</i>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.4	Names and locations of all adjoining subdivisions.	



			<i>Findings</i>	Sheet 1 of the final plat shows the boundary lines of adjacent lots within Block 5 of Ketchum Townsite.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.5	<b>Name and right-of-way width of each street and other public rights-of-way.</b>
			<i>Findings</i>	No new streets or other public rights-of-way are proposed with this project. Sheet 1 of the final plat shows the location and widths of the adjacent existing streets and alley right-of-way lines, including 5 <sup>th</sup> Street, 4 <sup>th</sup> Street, Main Street, N Leadville Avenue, and the block 5 alleyway.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.6	<b>Location, dimension and purpose of all easements, public or private.</b>
			<i>Findings</i>	N/A/ The subject property does not contain any public or private easements.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.7	<b>The blocks numbered consecutively throughout each block.</b>
			<i>Findings</i>	N/A. No new blocks are created with this condominium subdivision final plat application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.8	<b>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.</b>
			<i>Findings</i>	N/A as no dedications have been required or proposed for this condominium subdivision.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.9	<b>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.</b>
			<i>Findings</i>	As shown on Sheet 1 of the final plat, the plat is titled "5 <sup>th</sup> & Main Condominiums" which is not the same as any other subdivision in Blaine County, Idaho.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.10	<b>Scale, north arrow and date.</b>
			<i>Findings</i>	The scale, north arrow, and date are included on sheet 1 of the final plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.11	<b>Location, width, and names of all existing or dedicated streets and other public ways within or adjacent to the proposed subdivision.</b>
			<i>Findings</i>	No new streets or other public rights-of-way are proposed with this project. Sheet 1 of the final plat shows the location and widths of the adjacent existing streets and alley right-of-way lines, including 5 <sup>th</sup> Street, 4 <sup>th</sup> Street, Main Street, N Leadville Avenue, and the block 5 alleyway.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.12	<b>A plat note provision 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.</b>

			<i>Findings</i>	Note 9 on sheet 1 of the final plat references the Condominium Declaration for the 5 <sup>th</sup> & Main Condominiums. The applicant provided a draft copy of the articles of incorporation, bylaws, and declarations with the application submittal.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.13	<b>Certificate by a registered professional land surveyor making the plat certifying the correctness of the plat.</b>
			<i>Findings</i>	Sheet 5 of the final plat includes the required Surveyor's Certificate.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.14	<b>A current title report of all property contained within the plat shall be provided to the City and used, in part, as the basis for the dedication of easements and encumbrances on the property.</b>
			<i>Findings</i>	A lot book guarantee issued by Stewart Title Guaranty Company dated May 28, 2024 was used to prepare the final plat map and submitted with the final plat application.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.15	<b>Certification of owner(s) of record and all holders of security interest(s) of record with regard to such property.</b>
			<i>Findings</i>	Sheet 5 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.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.16	<b>Certification and signature of the City Engineer verifying that the subdivision and design standards meet all City requirements.</b>
			<i>Findings</i>	Sheet 5 of the Final Plat includes the City Engineer's Certificate.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.17	<b>Certification and signature of the City Clerk of the City of Ketchum verifying that the subdivision has been approved by the council.</b>
			<i>Findings</i>	Sheet 5 of the final plat includes the certification and signature of the City Clerk verifying the subdivision has been approved by the City Council.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.18	<b>Notation of any additional restrictions imposed by the council on the development of such subdivision to provide for the public health, safety and welfare.</b>
			<i>Findings</i>	N/A as no restrictions were imposed by the Ketchum City Council during their review of the preliminary plat application.

**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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.A	<b>Required Improvements:</b> 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>	<i>The project plans submitted with Design Review P22-007 and Building Permit B22-053 show the proposed utility, drainage, and right-of-way improvements proposed for the project, which have been reviewed and approved by all City Departments, including the City Engineer.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.B	Improvement Plans: Prior to approval of final plat by the 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>	<i>All improvements were reviewed and approved at the time of building permit issuance. No additional approvals are required at this time.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.C	Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather conditions or other factors beyond the control of the subdivider, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be one year or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.
			<i>Findings</i>	<i>All improvements were reviewed and approved at the time of building permit issuance. No additional approvals are required at this time.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.D	As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.

			<i>Findings</i>	<i>All improvements were reviewed and approved at the time of building permit issuance. No additional approvals are required at this time.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.E	<p>Monumentation: Following completion of construction of the required improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows:</p> <ol style="list-style-type: none"> <li>1. All angle points in the exterior boundary of the plat.</li> <li>2. All street intersections, points within and adjacent to the final plat.</li> <li>3. All street corner lines ending at boundary line of final plat.</li> <li>4. All angle points and points of curves on all streets.</li> <li>5. The point of beginning of the subdivision plat description.</li> </ol>
			<i>Findings</i>	<i>All monuments have been found and placed per these requirements.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.F	<p>Lot Requirements:</p> <ol style="list-style-type: none"> <li>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.</li> <li>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"> <li>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.</li> <li>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.</li> </ol> </li> </ol>

				<p>3. Corner lots shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use.</p> <p>4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.</p> <p>5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts.</p> <p>6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat.</p>
			<i>Findings</i>	<i>This standard is not applicable as no new lots are created with the condominium subdivision.</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"> <li>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.</li> <li>2. Blocks shall be laid out in such a manner as to comply with the lot requirements.</li> <li>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.</li> <li>4. Corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.</li> </ol>
			<i>Findings</i>	<i>This standard is not applicable as no new lots or blocks are proposed with the condominium subdivision final plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.H	<p>Street Improvement Requirements:</p> <ol style="list-style-type: none"> <li>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;</li> <li>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;</li> <li>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;</li> </ol>

			<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>
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			<p>15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;</p> <p>16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;</p> <p>17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement;</p> <p>18. Street lighting may be required by the commission or council where appropriate and shall be installed by the subdivider as a requirement improvement;</p> <p>19. Private streets may be allowed upon recommendation by the commission and approval by the council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section;</p> <p>20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the administrator and shall be consistent with the type and design of existing street signs elsewhere in the city;</p> <p>21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by the subdivider. Such construction or improvement shall be in accordance with adopted standard specifications;</p> <p>22. Sidewalks, curbs and gutters may be a required improvement installed by the subdivider; and</p> <p>23. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights of way unless approved by the city council.</p>
			<p><i>Findings</i></p> <p><i>The project plans submitted with Design Review P22-007 and Building Permit B22-053 show the right-of-way improvements proposed for the project, which have been reviewed and approved by City Departments, including the City Engineer.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>16.04.040.1</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><i>Findings</i></p> <p><i>The project proposes alley improvements. These improvements are shown on The project plans submitted with Design Review P22-007 and Building</i></p>

				<i>Permit B22-053. The alley improvements were reviewed and approved by the City Engineer and Streets Department prior to building permit issuance.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J	<p><b>Required Easements:</b> Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.</p> <p>1. A public utility easement at least ten feet (10') in width shall be required within the street right of way boundaries of all private streets. A public utility easement at least five feet (5') in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the city engineer to be necessary for the provision of adequate public utilities.</p> <p>2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse.</p> <p>3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision.</p> <p>4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion.</p> <p>5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.</p> <p>6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the city.</p>
			<i>Findings</i>	<i>This standard is not applicable as no easements are proposed or required for this project. The project does not create a new private street. This property is not adjacent to Warm Springs Road. The property does not border a watercourse, drainage way, channel, or stream.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.K	<b>Sanitary Sewage Disposal Improvements:</b> Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage



				<p>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>	<i>The project plans submitted with Design Review P22-007 and Building Permit B22-053 show the proposed sewer improvements for the project. The sewer improvements were reviewed and approved by the Utilities Department and City Engineer prior to building permit issuance.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.L	<p><b>Water System Improvements:</b> A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the city under the supervision of the Ketchum fire department and other regulatory agencies having jurisdiction. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall be permitted. All water systems shall be connected to the municipal water system and shall meet the standards of the following agencies: Idaho department of public health, Idaho survey and rating bureau, district sanitarian, Idaho state public utilities commission, Idaho department of reclamation, and all requirements of the city.</p>
			<i>Findings</i>	<i>The project plans submitted with Design Review P22-007 and Building Permit B22-053 show the proposed water system improvements for the project. The water system improvements were reviewed and approved by the Utilities Department and City Engineer prior to building permit issuance.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.M	<p><b>Planting Strip Improvements:</b> Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.</p>
			<i>Findings</i>	<i>This standard does not apply as this application does not create a new subdivision. There are no incompatible uses adjacent to the proposed condominium subdivision.</i>

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.N	<p>Cuts, Fills, And Grading Improvements: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following:</p> <ol style="list-style-type: none"> <li>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.</li> <li>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"> <li>a. Proposed contours at a maximum of five foot (5') contour intervals.</li> <li>b. Cut and fill banks in pad elevations.</li> <li>c. Drainage patterns.</li> <li>d. Areas where trees and/or natural vegetation will be preserved.</li> <li>e. Location of all street and utility improvements including driveways to building envelopes.</li> <li>f. Any other information which may reasonably be required by the administrator, commission or council to adequately review the affect of the proposed improvements.</li> </ol> </li> <li>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.</li> <li>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.</li> <li>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.</li> <li>6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply: <ol style="list-style-type: none"> <li>a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability.</li> <li>b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHO T99 (American Association of State Highway Officials) and ASTM D698 (American standard testing methods).</li> <li>c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability.</li> </ol> </li> </ol>
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				<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>The project plans submitted with Design Review P22-007 and Building Permit B22-053 show the grading improvements for the project. The grading improvements were reviewed and approved by the City Engineer prior to building permit issuance.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.O	<p><b>Drainage Improvements:</b> 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>The project plans submitted with Design Review P22-007 and Building Permit B22-053 show the proposed drainage improvements for the project. The drainage improvements were reviewed and approved by the City Engineer and Streets Department prior to building permit issuance.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.P	<p><b>Utilities:</b> 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>	<i>The project plans submitted with Design Review P22-007 and Building Permit B22-053 show the proposed utility improvements for the project. The utility improvements were reviewed and approved by the City Engineer prior to building permit issuance.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	<p><b>Off Site Improvements:</b> Where the offsite impact of a proposed subdivision is found by the commission or council to create substantial</p>

				additional traffic, improvements to alleviate that impact may be required of the subdivider prior to final plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.
			<i>Findings</i>	<i>The proposed condominium development does not create substantial additional traffic; therefore, no off-site improvements are required.</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.
			<i>Findings</i>	<i>N/A as this property is not located within the Avalanche Zone or Mountain Overlay.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.S	Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			<i>Findings</i>	<i>No mature trees or established shrub masses exist on the subject property as shown on the project plans submitted with Design Review P22-007 and Building Permit B22-053.</i>

#### FINDINGS REGARDING COMPLIANCE WITH CONDOMINIUM SUBDIVISION REQUIREMENTS

Condominium Plat Requirements				
Compliant			City Code	Standards
Yes	No	N/A		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.B	The subdivider of the condominium project shall submit with the preliminary plat application a copy of the proposed bylaws and condominium declarations of the proposed condominium development. Said documents shall adequately provide for the control and maintenance of all common areas, recreational facilities and open space.
			<i>Findings</i>	<i>The applicant provided a draft copy of the proposed, Condominium Declaration for Fifth &amp; Main Building" with the application submittal.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.D	All garages shall be designated on the preliminary and final plats and on all deeds as part of the particular condominium units. No garage may be condominiumized or sold separate from a condominium unit.
			<i>Findings</i>	<i>As shown on sheet 2 of the final plat, the four separate garages are designated as limited common area and assigned to a specific unit number for the market-rate housing units.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.E	Adequate storage areas shall be provided for boats, campers and trailers, as well as adequate interior storage space for personal property of the resident of each condominium unit.
			<i>Findings</i>	<i>Each of the market-rate, multi-family dwelling units have private garages and adequate interior storage space for personal property. The</i>

				<i>community housing units each have a storage area on the paver porches adjacent to the front door to each unit.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.F	<b>A maintenance building or room shall be provided of adequate size and location for the type and size of the condominium project for storage of maintenance equipment and supplies for common areas.</b>
			<i>Findings</i>	<i>Each floor includes spaces designated as common area that may be used for storage of maintenance equipment or supplies.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.G	<b>The subdivider shall dedicate to the common use of the homeowners adequate open space of such shape and area usable and convenient to the residents of the condominium subdivision. Location of building sites and common area shall maximize privacy and solar access.</b>
			<i>Findings</i>	<i>The four community housing units have a small front porch area by the front door along the alley. The four market-rate residential units have private terraces fronting Main Street. The two residential units on the third floor have an additional terrace on the rooftop.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.H	<b>All other provisions of this chapter and all applicable ordinances, rules and regulations of the city and all other governmental entities having jurisdiction shall be complied with by condominium subdivisions.</b>
			<i>Findings</i>	<i>The project has been reviewed for compliance with the city's subdivision standards and all applicable ordinances. The project complies with all applicable city ordinances, rules, and regulations.</i>

**CONCLUSIONS OF LAW**

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

**DECISION**

THEREFORE, the Ketchum City Council approves this condominium subdivision final plat application this Tuesday, September 3, 2024 subject to the following conditions of approval.

**CONDITIONS OF APPROVAL**

1. The Condominium Declaration of Covenants, Conditions, & Restrictions shall be simultaneously recorded with the Final Plat and the instrument number shall be added to plat note 9. The city will not now, nor in the future, determine the validity of the Condominium Declaration.
2. The final plat shall be filed with the Blaine County Recorder within one year after final plat approval by the City Council. Failure to file such final plat within that time shall cause all approvals of such final plat to be null and void.

Findings of Fact adopted this 3<sup>rd</sup> day of September 2024.

---

Neil Bradshaw  
 Mayor  
 City of Ketchum

Attest:

---

Trent Donat, City Clerk



City of Ketchum

### CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:  Staff Member/Dept:

Agenda Item:

Recommended Motion:

Policy Analysis and Background:

- In 2022, the Council approved MOU #22-002 with Blaine County, Mountain Rides, BCRD, Carey, Hailey and Sun Valley to update the Blaine County Community Bicycle and Pedestrian Master Plan (BPMP).
- The BPMP, completed by Harmony Design in spring of 2024, represents a groundswell community effort to improve bike/ped amenities in Blaine County for all residents.
- Adoption and utilization of this plan, in conjunction with the (pending) other county-wide Safety Action Plan and other initiatives, provides guidance on strategic capital projects going forward that specifically address bicycle/pedestrian needs.
- Overall, the BPMP's projects reflect those in Ketchum's previously adopted Master Transportation Plan (2020).
- These plans will also position the City of Ketchum to be more competitive in future grant applications.

Sustainability Impact:

Financial Impact:

<input type="text" value="None OR Adequate funds exist in account:"/>	<input type="text" value="There is no financial request."/>
---	---

Attachments:

- |  |
|--|
| <input type="text" value="1. 2024 Blaine County Community Bicycle and Pedestrian Master Plan Update"/> |
| <input type="text" value="2. Resolution #24-016"/>   |

2024

# BLAINE COUNTY COMMUNITY BICYCLE AND PEDESTRIAN MASTER PLAN UPDATE

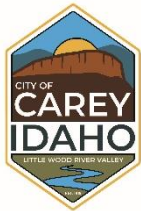




February 2024



**BLAINE  
COUNTY**  
I D A H O



**HARMONY**  
DESIGN & ENGINEERING



## *Acknowledgements*

As alternative modes of travel continue to rise across the globe, so does our understanding of the positive impacts of reducing our dependence on vehicles.

By integrating various modes like road networks, public transit, cycling lanes, and pedestrian pathways, we ensure efficient and sustainable mobility, reducing congestion and environmental impact while fostering positive health outcomes. Multimodal planning strengthens the resilience of our urban environments by improving public health and reducing disparities, making it a crucial strategy for enhancing quality of life and promoting social equity.

**The development of the Bicycle and Pedestrian Master Plan owes its success to the dedication and collaborative efforts of numerous individuals. This plan reflects the valuable contributions of government and community organizations, planners, community activists, and concerned citizens who worked to create a blueprint for sustainable and inclusive mobility. Their commitment of time and resources, as well as collective insights, are at the core of this master plan, which aims to improve the well-being of the Blaine County Community by making it more accessible, healthier, and more equitable for everyone.**

## Intergovernmental Group

- 🌐 *Aly Swindley, City of Ketchum*
- 🌐 *Angenie McCleary, Blaine County*
- 🌐 *Ashley Dyer, City of Bellevue*
- 🌐 *Brandi Hennefer, City of Carey*
- 🌐 *Brittany Skelton, City of Sun Valley*
- 🌐 *Cece Osborn, City of Hailey*
- 🌐 *Eric Rector, Blaine County Recreation District*
- 🌐 *Emily Rodrigue, City of Hailey*
- 🌐 *Isabel Crossen, Mountain Rides*
- 🌐 *Jade Riley, City of Ketchum*
- 🌐 *Jim Keating, City of Sun Valley*
- 🌐 *Kathy Grotto, Blaine County*
- 🌐 *Kim MacPherson, Mountain Rides*
- 🌐 *Lisa Enourato, City of Ketchum*
- 🌐 *Lisa Horowitz, City of Hailey*
- 🌐 *Mark Davidson, Blaine County Recreation District*
- 🌐 *Maya Lewis, City of Sun Valley*
- 🌐 *Mike Higgs, Soudance*
- 🌐 *Paige Nied, City of Hailey*
- 🌐 *Sarah Mecham, City of Carey*
- 🌐 *Sidnee Rose Hill, City of Carey*
- 🌐 *Stephanie Carlson, Blaine County*
- 🌐 *Tom Bergin, Blaine County*
- 🌐 *Wally Morgus, Mountain Rides*

## Consultants

- 🌐 *Jennifer Zung, Harmony Design & Engineering*
- 🌐 *Allison Ahlert, Harmony Design & Engineering*

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## Chapter 1. Introduction

Blaine County is known as a world class destination for scenic beauty and active recreational opportunities. Famous for America’s ‘first destination ski resort,’ (Valley, 2023) Sun Valley became a center for alpine skiing, and today, Blaine County hosts excellent Nordic skiing facilities as well. These are complimented by hundreds of miles of trails for summer recreation including hiking, biking, horse packing, and motorized off-road use. Blaine County is also a destination for fishing, paragliding, and backcountry skiing.

Recognized for its thriving outdoor recreation community, Blaine County is also known as a cultural center with a spirited and engaged civic community. In addition to its full-time residents, Blaine County also has a significant population of visitors in winter and summer. Most of these residents and visitors concentrate in the Wood River Valley, home to Bellevue, Hailey, Ketchum, and Sun Valley. The Master Plan focuses on these population centers as well as the City of Carey, which is located in the southeastern portion of the county and is connected to the Wood River Valley via State Highway 75.

In the years since the original Bicycle and Pedestrian Master Plan (BPMP) was completed in 2014, Blaine County has grown from 21,000 residents to 25,000 residents (Bureau, 2023). US Census data shows that the median age is increasing, and that there is a higher proportion of Latino residents. The numbers also indicate that the wealth gap is increasing among residents and newcomers to Blaine County fall into



either high-income or low-income categories. Rapid population growth during the COVID-19 pandemic caused unanticipated pressure on transportation infrastructure, magnifying negative impacts on bicycle and pedestrian facilities, which has been a draw for new residents in the past (Evans, 2022). Providing a transit network for new population segments and changing needs of long-time residents requires a close look at the state of infrastructure, funding, and opportunities for new programming and facilities.

## **Vision and Goal**

In 2014, a Working Group came together to define the Vision for the Bicycle and Pedestrian Master Plan, combining many concepts into a broad statement to guide goals, objectives, and strategies. The scope of the original BPMP and this update includes incorporated cities, the connectors between them, and connectors to other recreation sites. It does not include recreational dirt trails overseen by federal public land managers such as the US Forest Service and Bureau of Land Management.

### *Vision*

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**“We desire bicycle and pedestrian infrastructure and amenities that are accessible, safe, attractive, and integrated for use as a transportation mode, form of recreation, and tool to improve the health of the community.”**

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### *Goal*

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**Provide a cohesive and comprehensive vision for developing, standardizing, and growing bicycle and pedestrian infrastructure, amenities, and policies in Blaine County.**

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## **Plans and Policies**

*Human powered travel continues to be a high priority in Blaine County for residents and visitors. Significant progress has been made towards improving bicycle and pedestrian infrastructure since 2014, and efforts are not slowing down. Policies calling for implementation of the Plan resulted in multi-jurisdictional efforts to complete infrastructure and programming. In the last 9 years, many of the projects identified in the 2014 BPMP have been completed, highlighting the efficacy of the Plan and impetus of the community. This Update identifies the state of bike/ped infrastructure and planning efforts as they exist today.*

*An analysis of goals and policies in recent planning documents reveals community values surrounding bicycle and pedestrian planning are as strong as ever.*



*Blaine County's 2014 Bicycle and Pedestrian Master Plan utilized, coordinated, and built upon several existing policies and plans for bicycle and pedestrian facilities. In turn, the 2023 Plan utilizes current policy values to inform the prioritization of potential projects and provides guidance for the renewal of municipalities' future plans and policies from a comprehensive, county wide standpoint.*

#### *Blaine County Transportation Plan (2012)*

Chapter 4 of the Blaine County Transportation Plan recognizes that “Blaine County is home to a robust bicycling community and bicycling is a point of attraction for tourists as well. The community is actively marketing the area as a destination for bicycle tourism. This is important to the local economy, as other western resort areas compete to attract bicycle-based tourism. The characteristics of county roads are directly related to the comfort and safety of riders using these roads.” This identification of the value of roadway condition for the local economy is reflected in the evaluation criterion ‘Economic Impact,’ used to prioritize potential projects in the 2104 plan as well as this plan.

Over ten years ago, the Blaine County Transportation Plan recognized the need for a ‘Comprehensive Regional Bike and Pedestrian Plan,’ recommending that the County engage with other municipalities to adopt such a document. In 2014, the various entities realized this goal with the first Blaine County Bicycle and Pedestrian Master Plan. With the 2023 update, Blaine County and its constitutional municipalities have documented progress towards the goals of the Master Plan, refined and redefined remaining priorities, and provided a tool guiding future implementation of bicycle and pedestrian infrastructure and programming.

#### *Blaine County Comprehensive Plan (2021)*

Blaine County's Comprehensive Plan lists a variety of ‘Key Guiding Principles’ to direct policy development. The Comprehensive Plan asserts that ‘integrated multi-modal transportation is necessary to maintain and enhance our quality of life,’ identifying pedestrians, bicyclists, automobile and truck drivers, transit riders, and air travelers. In the Plan's Transportation chapter, the Wood River Trail is identified as a top community amenity, with over 300,000 annual user visits. The Comprehensive Plan identifies updating the Blaine County Community Bicycle and Pedestrian Master Plan as the top priority for connectivity and transportation. This includes incorporating ‘nonmotorized and mobility improvements into a Capital Improvement Plans list, thus eligible for Development Impact Fees.’

#### *Hailey Title 18, Mobility Design (2012)*

Hailey's City Code identifies accessibility for all users as a priority for street design. The purpose of the ordinance defined as: “to adequately address and promote multi-modal needs and safe access for all users, including pedestrians, bicyclists, motorists, and transit vehicles and passengers... balances the safety and convenience of all users of the transportation system in the design, operation, maintenance, construction, and reconstruction of new and existing infrastructure projects; considers whether people of all ages and abilities are able to travel safely and comfortably within the right-of-way of public and private streets; and considers how design variations may affect the safety and convenience of certain user groups.” Recognizing how the needs of different user groups inform accessibility is a value reflected in the evaluation criteria ‘Safety Impacts’, ‘Health Impacts’, and ‘Social Equity.’

### *Hailey Greenway Master Plan (2018)*

The master plan for Hailey’s Wood River greenway takes a holistic approach to planning for an area that serves social, ecological, and transportation functions, identifying a group of projects as a priority for access and connectivity. It defines the objectives of these projects as to ‘provide a sustainable and contiguous trail system that is easily accessed from adjacent neighborhoods and public parks, provides adequate parking, and accommodates a variety of user groups.’ Increasing accessibility to conservation areas improves health outcomes and contributes to environmental justice. Both of these values are furthered through the maintenance of floodplain function, which protects the community from flooding and has widespread benefits to overall riparian health for both human and biological communities.

### *Hailey Transportation Plan (2007 Updated 2019)*

The City of Hailey conducted an update to their adopted Transportation Plan in 2019, incorporating changes in traffic volume, distribution, and community desires in recommendations for Hailey’s Capital Improvements Plan. The original 2007 Transportation Plan acknowledged that bicycle and pedestrian use had increased at a greater rate than vehicular use in the period leading up to the Transportation Plan, and that ‘a well established system encourages healthy recreational activities, reduces vehicle demand on city streets, and enhances safety within a livable community.’ For the 2019 update, multi-modal transit is highlighted as a specific priority: ‘there is a strong desire to continue to develop a network of bicycle and pedestrian facilities providing a safe link between the residential areas and the business areas of the City.’ Notably, River Street improvements have been augmented to include ‘complete street’ elements, a separated bicycle lane, and on-street parking.

### *City of Ketchum Master Transportation Plan (2020)*

Ketchum updated their transportation plan beginning in November of 2020. The plan’s identified vision is to: “provide a framework for creating a balanced, integrated transportation system that serves a wide variety of users.” To achieve this, the plan further outlines the following objectives, “A complete system of bicycle routes and trails for commuter and recreational bicyclists; A safe, complete and comprehensive pedestrian circulation system.” The ‘Vision’ section, in fact, does not mention automobiles and instead focuses on the elements of the transportation system that provide alternatives to private vehicle use. 25 of the 35 Capital Improvement recommendations from this plan are for pedestrian and bicycle facilities.

### *Ketchum Comprehensive Plan (2014)*

Vision #7 of the Ketchum Comprehensive Plan states “A connected community brings us together through a local, community-wide, and regional system of sidewalks, on-street bike lanes, trails, public transit opportunities, and functional streets for vehicles. The transportation system is designed in such a way that alternatives to automobile use are possible, and vehicular congestion throughout the community is minimized. Public transit is designed so citizens find it convenient and feel safe and comfortable using it. Connectivity also provides a means of linking neighborhoods and places to one another, to open spaces, bike trails, other desirable recreational/outdoor places, and transit. When our neighborhoods

and places are well-connected, it encourages social interaction and gatherings, allows outdoor experiences to be more spontaneous and accessible, decreases pollution, and allows for healthier lifestyles through walking and bicycling.” Several goals and policies highlight enhanced connectivity and safety for bicycles and pedestrians, as well as promoting active mobility and active lifestyles. These goals are mirrored closely in the 2014 Blaine County Bicycle and Pedestrian Master Plan’s focus on health outcomes. The City of Ketchum has initiated a targeted update to its existing comprehensive plan (2014) and the land use regulations that implement the goals and policies of the plan (Code). The full project will be executed in three phases that are anticipated to take approximately two and half years to complete.

#### *Sun Valley Comprehensive Plan (2015)*

Sun Valley’s current Comprehensive Plan seeks to protect the environment through development design that can ‘maximize all aspects of mass transportation and pedestrian and bicycle travel in new development to reduce individual car trips.’ Objective 7.1 calls to ‘Anticipate and plan for a balanced, integrated transportation and parking system’ by requiring developers to include transportation studies and mitigation plans that maximize pedestrian and bicycle oriented travel. Objective 7.3, ‘Provide for safe street system to meet current and future traffic needs, and Objective 7.4, Encourage the use and expansion of public paths and trails, further highlight action items to increase safety at specific intersections, protect public right of ways and access points, and expand trail connectivity.

#### *Blaine County Road Standards (2017)*

Blaine County’s Road and Bridge Department defines several road types for use in its system. Agricultural Access roads, which require a 50-foot minimum right of way, include a five-foot shoulder next to an 11-foot travel lane for each direction. A Rural Minor Access road can be built using a 60-foot right of way, which includes 11-foot travel lanes, five-foot wide bike lane, and a two-foot shoulder for each direction. Standardizing space for pedestrian and bicycle travel in adopted road types indicates multimodal travel priorities.

#### *Mountain Rides Five Year Strategic Plan (2016-2020)*

This five-year strategic plan identifies the connection between transit and bicycle and pedestrian travel, promoting implementation of the 2014 Bicycle and Pedestrian Master Plan. It identifies bike-ped facilities as an important factor in a connected transportation network: “almost every bike-ped project and initiative in the master plan helps bus operation by making riding the bus easier, safer, more attractive, and better connected. Successful bus operations are dependent on passengers being able to walk or bike to and from bus stops.” The link between transit and multimodal travel is evaluated through the first last mile criteria in the 2023 Master Plan update evaluation framework.

*The previous Goal and Vision set forth in the 2014 BPMP remain relevant and directive of this 2023 update. This update considers new policy and current conditions, adds new evaluation criteria for project prioritization, and community feedback to help provide bicycle and pedestrian infrastructure tailored to the current and future demographics of Blaine County.*

**Features of the 2023 Update:**



Figure 1. Features of the 2023 Bicycle and Pedestrian Master Plan Update

## Chapter 2. Process

*The focus of the 2023 Update was to create a project list for each area that accurately reflects current conditions, progress that has been made, and changing community priorities. The update also modified the evaluation framework to reflect current community values, adding social justice and first/last mile accessibility as criteria for project prioritization. Qualitative and quantitative data was gathered and inserted into a scoring matrix. The updated BPMP identifies a priority list of projects using the current conditions information and weighted evaluation framework described below. From this list of projects, implementation strategies and recommendations were created to target community priorities.*

*To gather the information necessary, the Intergovernmental Group provided feedback on specific projects that had been completed, were underway, or were now infeasible. The group also provided data on the relative cost and complexity of proposed projects and evaluated them based on six criteria: safety impacts, connecting missing links, economic impacts, health impacts, first/last mile, and social equity. The seventh criteria in the evaluation framework, community desire, was measured using an online document and survey tool, as well as in person outreach at three locations in Blaine County on November 8, 2022.*

### **Intergovernmental Group**

Similar to the ‘Working Group’ process followed in 2014, an ‘Intergovernmental Group’ was convened consisting of 18 staff members from Blaine County, Mountain Rides, Blaine County Recreation District, and the Cities of Carey, Bellevue, Ketchum, Hailey, and Sun Valley. A kick-off meeting was held in September of 2022, and the Group met frequently between September and May 2023 to discuss various project elements.

The Intergovernmental Group was responsible for advising the consulting team on community outreach strategies and locations, the overall structure of the final plan, and the methodology for prioritizing projects. The Group also provided existing conditions information, project updates, and evaluated projects based on the criteria described later in this chapter. Implementation strategies and recommendations came from the expertise of these group members.

### **Community Outreach**

The 2014 BPMP combined a variety of data sources from the community to inform the priorities, evaluation criteria, and implementation strategies. These included mobile workshops, community surveys, working group meetings, stakeholder interviews, and site analysis. The 2023 Update is based largely on the original 2014 Plan, utilizing data gathered in





the first round of community outreach. To augment this and assess current community priorities, a two-part public outreach program was conducted in November of 2022. The results of this outreach were recorded as values for the 'Community Desire' criterion of the evaluation framework.

### Online Tool

Updated maps and project descriptions were loaded onto a website hosted by Konveio that utilized multiple pathways for providing feedback. Maps contained project locations and descriptions, and community members were asked to rank each project from one to five stars, based on importance to them. Participants were also able to leave open ended comments on project descriptions and maps, and they were also asked to leave comments on the 2014 Bicycle and Pedestrian Master Plan document. Participants could rank as many projects as they liked for any area in Blaine County. This tool was active from November 8<sup>th</sup> until December 1<sup>st</sup>, 2022, and received 217 responses from 89 individuals.



**Blaine County Bicycle and Pedestrian Master Plan Update**  
Actualización del plan maestro para ciclistas y peatones del condado de Blaine



**Improve safety, access, social equity, health, and economic-impacts for our community.**  
Mejorar la seguridad, el acceso, la equidad social, la salud y los impactos económicos para nuestra comunidad.

**Help create a seamless recreation and transit system for the area.**  
Ayudar a crear un sistema de tránsito y recreación sin interrupciones para el área.

**Rank new pedestrian and bicycle projects to assess community priority.**  
Calicar nuevos proyectos para peatones y bicicletas para evaluar la prioridad de la comunidad.



**GIVE US YOUR FEEDBACK AT:**  
**DANOS TU OPINIÓN:**  
<http://blainecounty.konveio.com/>

**Survey open Nov 8th - Dec 1st**  
Encuesta abierta del 8 de noviembre al 1 de diciembre



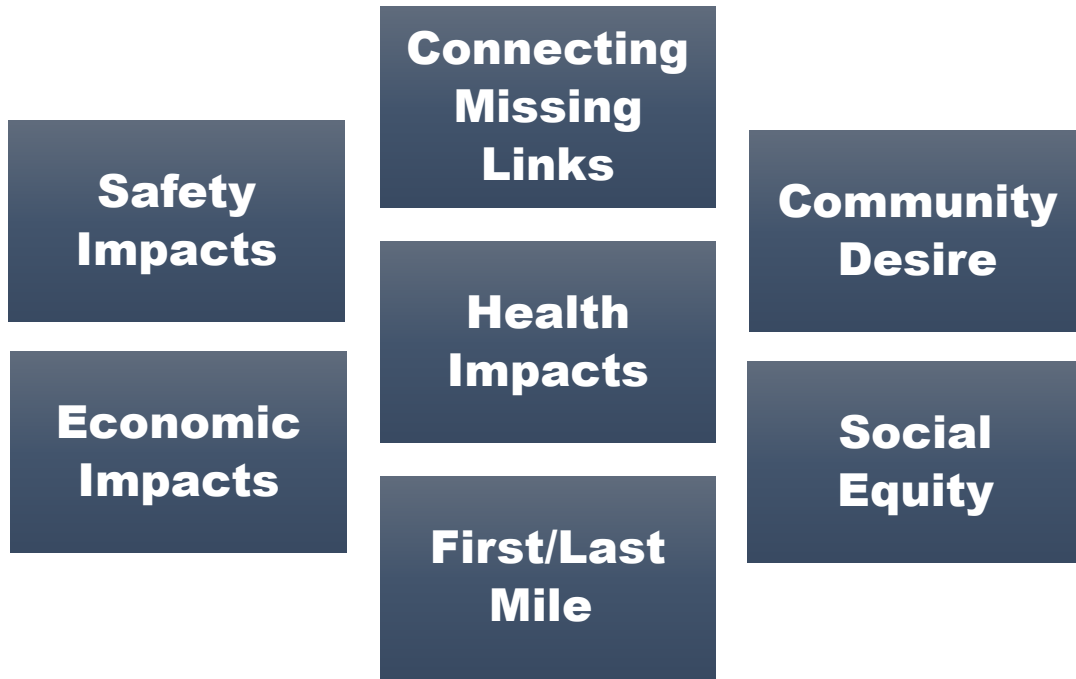
### Pop-Up Workshops

The Intergovernmental Group chose election day as an ideal opportunity to capture feedback from community members in public spaces. Three stations were set up in areas targeted to balance high pedestrian traffic with different community demographics. These locations were the Hailey Community Campus, a polling location for many residents, Visit Sun Valley visitors' center in Ketchum, and Atkinson's Market in Bellevue. Staff presented information boards and handed out cards that directed participants to the online tool. Staff were available to fill out the online ranking surveys for community members and advised people on how to participate on their own. The three stations were staffed for two hours in the morning and afternoon, and an additional two-hour period during the middle of the day at the Community Campus.



## Evaluation Criteria

A framework to evaluate and rank the proposed bicycle and pedestrian projects was developed for the 2014 BPMP using five criteria. For the 2023 Update, two additional criteria were added, resulting in seven evaluation criteria:



The November 2022 in-person and online surveys provided data for the 'Community Desire' element of the evaluation framework. Because this plan update utilized largely the same project list as the original 2014 Plan, data for 'Safety Impacts', 'Connecting Missing Links', 'Economic Impacts' and 'Health Impacts' was transferred from the 2014 Community Outreach program results. For new projects, or any missing data, the Intergovernmental Group helped to fill in data gaps. Members from the Intergovernmental Group also provided values for the two new criteria, first/last mile and social equity, based on their area of expertise and/or location of employment. A description of each criterion and its valuation method are below.

### New Criteria



#### *Social Equity*

The Intergovernmental Group felt that social equity was an important criterion to include in the plan update that was not wholly captured by the criteria used in 2014 BCMP or the Health Impact Assessment. Social equity addresses targeted remedies for communities or groups that have experienced higher barriers to mobility, and therefore higher barriers to employment and services. These barriers



could include the location of physical infrastructure, communication pathways, disabilities, or cost, among others.

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**“A central goal of transportation equity is to facilitate social and economic opportunities through equitable levels of access to affordable and reliable transportation options based on the needs of the populations being served, particularly populations that are traditionally underserved.” (Sandt, Combs, & Cohn, 2016)**

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Projects that served transit to employment centers and community services, rather than recreation, were given higher rankings, as well as those that served an area with higher impacts from pollution, health disparities, climate change, service gaps, low income, very young/very old populations, low education rates, or concentration of people of color or non-English speaking populations.



#### *First-Last Mile*

‘First-last mile’ is a term applied to the distance an individual must travel to reach transit options, usually from their home. Travelers must employ their own mode of travel to reach public transit, such as walking, bicycling, or driving. The Los Angeles County Metropolitan Transportation Authority identifies the challenges to integrating transit journeys with individual modes of travel in their *First-Last Mile Strategic Plan*:

“Though the streets and infrastructure that comprise the first-last mile fall outside the boundaries of Metro’s jurisdiction and control, they remain critical components of an effective public transportation system. Simply put, all Metro riders must contend with the first-last mile challenge, and the easier it is to access the system, the more likely people are to use it.” (Los Angeles County Metropolitan Transportation Authority, Southern California Association of Governments, 2014)

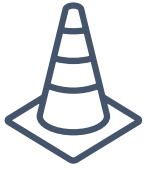
In Blaine County, where some neighborhoods are dispersed and transitioning from a rural character, the figurative first last mile can become a long distance and a significant barrier to mobility. Projects were given the highest rating of 5 if they contributed to first last mile accessibility and were given a rating of 0 if they were purely recreational or did not connect to public transit.

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**In Blaine County where some neighborhoods are dispersed and transitioning from a rural character, the figurative first last mile can become a long distance and a significant barrier to mobility.**

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## Original Criteria



### *Safety Impacts*

Projects that increase the safety of users most or addressed current identified safety issues were given the highest rating of 5. Almost all identified projects address some aspect of safety.



### *Connecting Missing Links*

This criterion addresses connectivity for non-vehicular travel in the county-wide transportation system: for example, isolated trail segments or street sections without sidewalks. Projects were given the highest rating of 5 if they connected important destinations that were highly valued by the community according to the 2014 online survey.



### *Community Desire*

Community Desire measures the importance of potential projects to individual community members. Participants in the public survey were asked to rank projects on a scale from 1 to 5. These scores were averaged and multiplied by a coefficient accounting for the variation in number of responses for each project.



### *Economic Impacts*

Most projects have some economic impact, but those that have more direct economic impact with respect to tourism or local business were given higher ratings.



### *Health Impacts*

Projects that directly address the recommended high priority areas from the 2014 Health Impact Assessment were given the highest rating of 5. This includes projects in the Hailey area due to high overall youth population and high number of SNAP recipients, senior citizen friendly designs in West Ketchum/Sun Valley, and connections with economic centers in Bellevue/Carey.

## Prioritizing the Projects: Methodology

*Once all the necessary information was gathered from the Intergovernmental Group and the public, quantitative data was input into a priority ranking. The method for ranking the projects is described below. Qualitative data collected as part of the public outreach came in the form of comments accompanying votes for individual projects and open-ended comment forms. This data was recorded and sorted by project and can be found in Appendix A.*

### **Priority Score**

Values from 0 to 5 for each of the seven criteria were compiled and tabulated. Then each evaluation criteria was assigned a weighting factor, reflecting its overall importance to the community. Based on

community outreach from the 2014 BPMP, ‘Safety Impacts’ was the most important evaluation criteria. ‘Connecting Missing Links’ was the second most important criteria, reflecting the need to create a complete network for mobility. ‘Community Desire’ was the third most important criteria. ‘Economic Impacts,’ ‘Health Impacts,’ ‘Social Equity,’ and ‘First/Last Mile’ all received the same weighting factor. Table 2 shows each evaluation criteria and its weighting factor, which add up to 20. The value for each project was multiplied by this weighting factor, then added together to create each project’s ‘overall priority score.’

For the ‘Community Desire’ criteria, which was measured via public online survey, participants were not required to vote on every project and, therefore, the number of votes varied widely between project areas and individual projects. To capture this discrepancy as a measure of the importance of the projects to voters and to balance differences in engagement between the project areas, the average score for each project was multiplied by a coefficient. This number was derived from the number of votes each project received divided by the total number of votes for the project area. Results from the public online survey can be found in Chapter Four.

### Difficulty Score

This ‘overall priority score’ reflects the projects’ contribution to bicycle and pedestrian goals of the community. In order to prioritize implementation of the projects, the BPMP also incorporated a measure of the difficulty of completing the projects. This ‘overall difficulty score’ measures the attainability of each project. The Intergovernmental Group assigned a value from 0 to 5 for relative cost and relative complexity to each project. These scores were added together to create ‘overall difficulty.’ By combining the two measures, the projects can be sorted and ranked for a feasible and meaningful implementation plan. Table 8 shows the complete priority matrix with scores for each evaluation criteria, the overall priority score, and overall difficulty score for each project.

Table 1. Evaluation Criteria Weighting Factor

	SAFETY IMPACTS	CONNECTS MISSING LINKS	COMMUNITY DESIRE	ECONOMIC IMPACTS	HEALTH IMPACTS	SOCIAL EQUITY	FIRST/LAST MILE
Weighting Factor	4.5	4.4	3.5	1.9	1.9	1.9	1.9

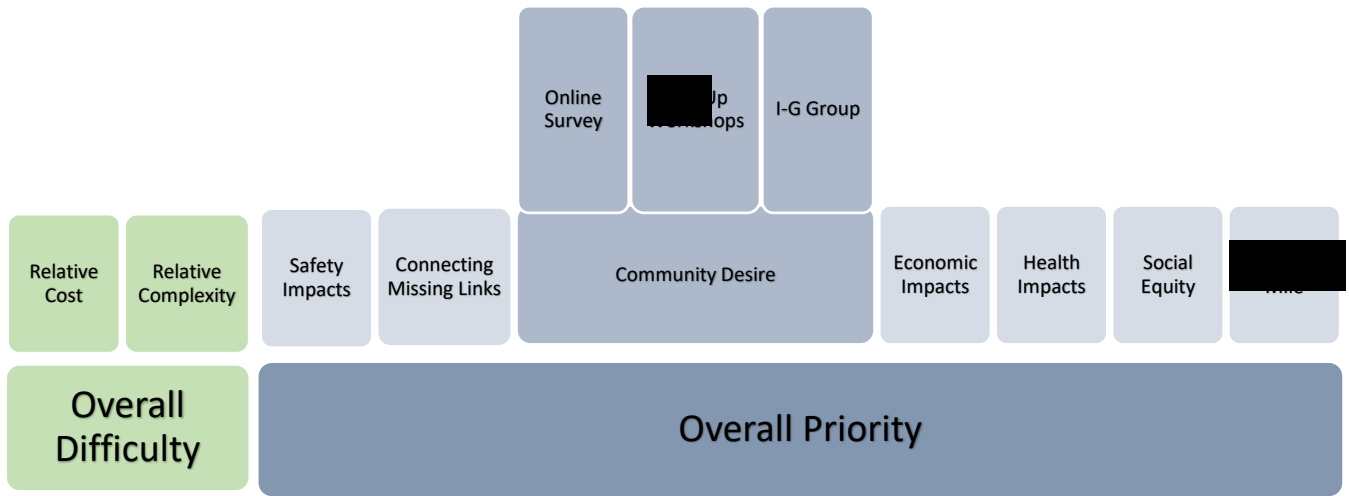


Figure 2. Components of the 2023 Bicycle and Pedestrian Master Plan Update



## Chapter 3. Community Outreach Results

The efficacy of any plan is founded in its integration of community values and perspectives. By reaching community members on an individual basis and in representative groups, the changes Blaine County is experiencing and its evolving needs can be reflected in its guiding documents as well as in the landscape through implementation of this plan.

### 2014 Summary

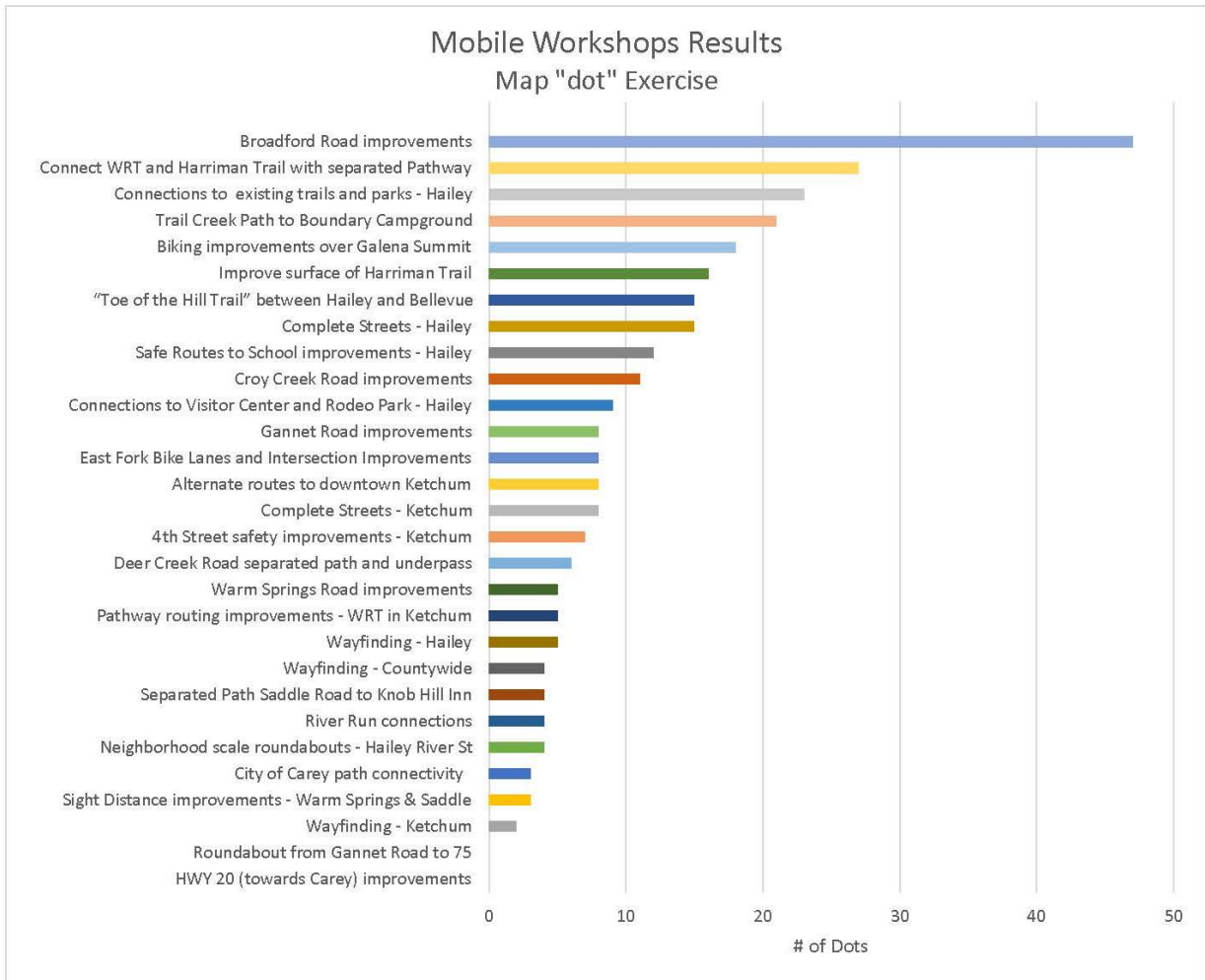
*The 2014 Bicycle and Pedestrian Master Plan included a robust public outreach program, which took place from November 2013 to January 2014. A variety of outreach methods included community workshops in the form of a government and resort group stakeholder meeting, a bike advocacy and shop owner stakeholder meeting, and three mobile workshops for the general public. An online survey was also utilized to gather feedback from those who could not attend a workshop. These responses augmented the efforts of the working group, who convened throughout the process.*



Figure 2. Elements of Community Outreach contribute to an integrated Master Plan

The 2014 outreach program measured community desire for the identified potential projects which were ranked by area in the online survey and mobile workshops. These were used to prioritize implementation for the original project list. One element of the mobile workshops was a “map dot” exercise where participants were invited to place a dot on a map near the projects they considered most important. Results of the “map dot” exercise are shown on the bar graph below. The clear preference was for Broadford Road improvements, followed by connecting the Wood River Trail with the Harriman Trail.

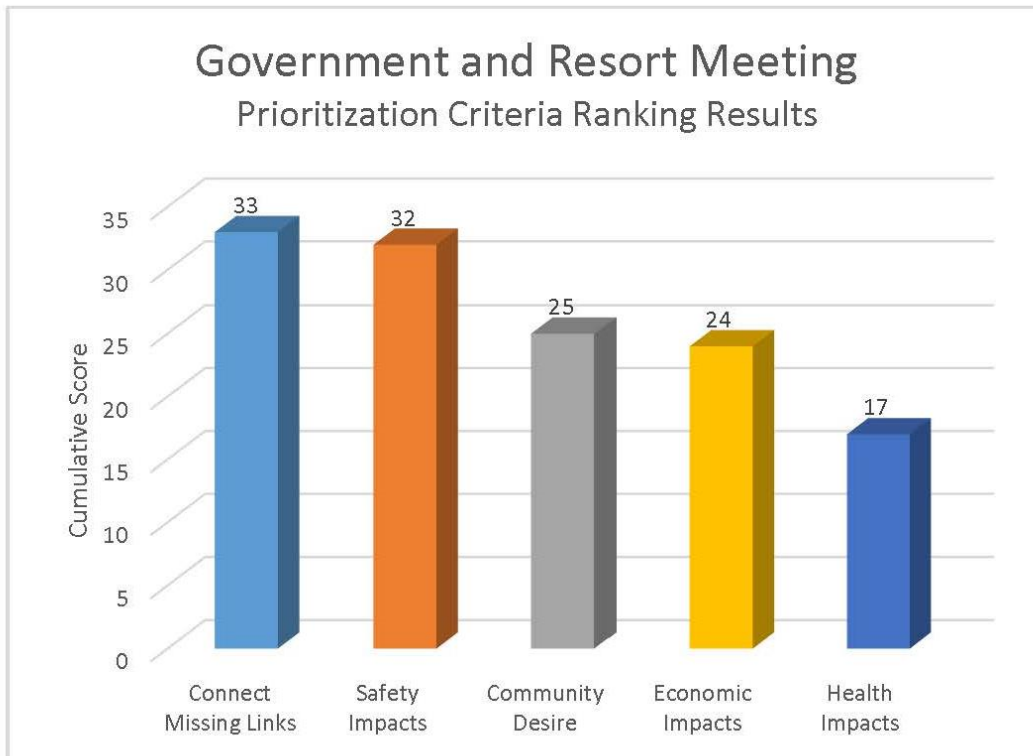
Table 2. Mobile Workshop Results, 2014



In the Government and Resort stakeholder meeting, participants were asked to rank six evaluation criteria. These rankings were used to create the weighting factor for the criteria in compiling their overall priority score. These rankings were carried over for the five original criteria into the 2023 Update methodology. The table below summarizes the Government and Resort Group stakeholder results for the relative importance of the evaluation criteria.



Table 3. Evaluation Criteria Prioritization, 2014



Overall, around 300 people participated in the 2014 Community Outreach events, contributing to a representative and robust Bicycle and Pedestrian Master Plan.

### **2023 Results and Comments**

*In 2022, the Update picked up where the 2014 Plan left off. Rankings for five evaluation criteria as well as project cost and difficulty, were transferred to the new data set. Two new evaluation criteria were added, as well as a number of projects. Data for these elements of the Plan were gathered through a Community Outreach Program which involved an Intergovernmental Working Group, an online survey, and mobile workshops at three locations in Blaine County. Details on the process and methodology for prioritizing projects can be found in Chapter Three.*

#### **Digital Data Gathering**

People who interacted with our Pop-Ups in Hailey, Ketchum, and Bellevue were directed towards the online tool to rank projects and leave comments. The online tool was also advertised on a variety of social media pages and websites via the municipalities and organizations involved. Flyers were hung at high traffic areas around Blaine County, and posters were exhibited at the Community Campus as well as other planning events.

Participants were asked to rank projects in each area on a scale from one to five, based on importance. They were also free to leave comments on area project maps, on any section of the 2014 BPMP, or

general comments. In total, 89 individuals left 217 responses on the tool. Around 80 people spoke to representatives at the Pop-Up stations. Table 6 shows the final ranking for all potential projects.

Table 4. Potential Projects Ranked by Community Desire, 2022

<b>PROJECT</b>	<b>AVERAGE NUMBER OF STARS</b>	<b>NUMBER OF VOTES</b>	<b>SCORE</b>
<b>S1 Gannet Road Improvements</b>	4.2	11/13	3.6
<b>H7 Airport Way Complete Streets</b>	4.1	24/30	3.3
<b>B4 Pedestrian Safety and Connectivity to Major Amenities</b>	3.9	18/24	2.9
<b>B6 South Bellevue WRT Terminus Extension</b>	4	16/24	2.7
<b>N2 Improve Surface of Harriman Trail</b>	3.2	23/28	2.6
<b>B5 Toe of the Hill Trail</b>	4.2	15/24	2.6
<b>K5 Alternate Routes to Downtown</b>	4.1	41/66	2.5
<b>K8 Warm Springs Rd Improvements</b>	3.9	43/66	2.5
<b>H2 Connections to Visitors' Center and Wertheimer Park</b>	3.3	23/30	2.5
<b>B3 Safety Improvements at Popular Highway Crossings</b>	4	15/24	2.5
<b>K7 Separated Path Saddle Rd to Knob Hill Inn</b>	3.9	42/66	2.5
<b>M6 Toe of the Hill connection to Hailey and Bellevue</b>	4.2	18/31	2.4
<b>K4 Improve and Upgrade Sidewalks- Complete Streets</b>	3.9	41/66	2.4
<b>SV5 Build a Bike Lane by Striping and Signing Fairway Rd</b>	2.8	21/25	2.4
<b>S3 City of Carey Pathway Connectivity</b>	3.3	9/13	2.3
<b>M1 East Fork Bike Lanes and Intersection Improvements</b>	3.5	20/31	2.3
<b>M2 Deer Creek Rd Separated Pathway and Underpass</b>	4.3	15/31	2.1
<b>M4 Broadford Rd Improvements</b>	4.3	15/31	2.1
<b>M3 Croy Creek Rd Improvements</b>	4.6	14/31	2.1
<b>S2 South WRT Terminus and Extension to Carey</b>	3.4	7/13	1.8
<b>K1 4<sup>th</sup> St Safety Improvements</b>	3.5	34/66	1.8



<b>B2 Roundabout at Gannett Rd and SH-75</b>	2.9	14/24	1.7
<b>SV7 Improvements at Sun Valley Rd and Saddle/Dollar Intersection</b>	3.2	13/25	1.7
<b>B1 WRT and Street Intersection Improvements</b>	3.3	12/24	1.7
<b>SV8 Pathway Amenities</b>	2.9	14/25	1.6
<b>M5 Bike Lanes along SH-75</b>	2.7	17/31	1.5
<b>SV9 Festival Meadows Bike Amenities</b>	2.5	14/25	1.4
<b>SV6 Crosswalk Improvements</b>	3	11/25	1.3
<b>SV10 Construct a Bike Lane or Separated Path along Juniper Rd</b>	2.8	11/25	1.2
<b>M8 Sidewalk on East Side of Hospital Dr</b>	3.2	10/31	1.0
<b>H1 River St Improvements</b>	4.7	3/30	0.5

Results for each area, including a complete set of comments from the digital public outreach, can be found in Appendix A.

## Chapter 4. Current Conditions

Projects listed below are from the original 2014 project list and have been updated with current conditions. These items augment the infrastructure and programming existing prior to 2014, including the Wood River Trail and its appurtenant spurs, downtown sidewalks and pedestrian amenities, bike lanes, wayfinding signage, and more. The list highlights targeted progress around the 2014 planning effort and is by no means an exhaustive representation of bike/ped infrastructure in Blaine County. As planning and implementation activities continue, many of these projects should be revisited from a maintenance or relevancy standpoint. Table 5 shows the status of 2014 projects; descriptions and conditions are listed below by area. They can be identified by project number on the accompanying maps. New projects do not appear on this table and have been included in the updated plan that can be found in Chapter 5. The Plan.

Table 5. 2014 Project Status

	PROJECT ID	PROJECT NAME	STATUS
<b>NORTH VALLEY AREA</b>	<b>N1</b>	Connect WRT to Harriman Trail with Separated Pathway	<b>UNFEASIBLE</b>
	<b>N3</b>	Biking Improvements over Galena Summit	<b>COMPLETED</b>
	<b>N4</b>	Improvements around Galena Lodge	<b>COMPLETED</b>
<b>KETCHUM AREA</b>	<b>K2</b>	River Run Connections	<b>IN PROGRESS</b>
	<b>K6</b>	Site Distance Improvements	<b>COMPLETE</b>
	<b>K9</b>	Wayfinding	<b>IN PROGRESS</b>
<b>SUN VALLEY AREA</b>	<b>SV1</b>	Trail Creek Path Improvements	<b>COMPLETED</b>
	<b>SV2</b>	Bitterroot/Gopher Gulch Connection	<b>COMPLETED</b>
	<b>SV3</b>	Trail Creek Path Surface Improvements	<b>UNFEASIBLE</b>
	<b>SV4</b>	Connection Between Trail Creek Rd and Fairway Rd	<b>COMPLETED</b>
<b>MAIN VALLEY AREA</b>	<b>M7</b>	Wayfinding and Amenities	<b>IN PROGRESS</b>
<b>HAILEY AREA</b>	<b>H1</b>	River Street Improvements	<b>IN PROGRESS</b>
	<b>H3</b>	Downtown Sidewalk Improvements	<b>IN PROGRESS</b>
	<b>H4</b>	Connections to Trails and Parks	<b>IN PROGRESS</b>
	<b>H5</b>	Safe Routes to School Improvements	<b>IN PROGRESS</b>
	<b>H6</b>	Wayfinding	<b>IN PROGRESS</b>

## **Project Updates**

### **North Valley Projects, 2014**

#### N1 – Connect Wood River Trail (WRT) to Harriman Trail with Separated Pathway

- o **Unfeasible.** Due to challenges in acquiring right of way from private landowners that would be required to connect these pathways, the Intergovernmental Committee felt that ultimately the project was unfeasible. The group acknowledged that connecting the Wood River Trail to the Harriman Trail would create a valuable amenity, and it remains an aspiration of the community as reported through public outreach in both 2014 and 2022.

#### N3 – Biking Improvements over Galena Summit

- o **Completed.** Improvements were completed by Idaho Transportation Department (ITD) including re-stripping, signage, and a wider bike lane.

#### N4 – Improvements around Galena Lodge

- o **Completed.** The speed limit was lowered to advisory 35 MPH by ITD with a black and yellow sign warning of the pedestrian crossing near Galena Lodge. Crosswalks and an improved turnoff from the highway into the parking lot were installed by Blaine County Recreation District (BCRD) and ITD. The US Forest Service improved parking capacity and added parking spaces in the lot at Galena Lodge with a change in parking configuration.

### **Ketchum Area Projects, 2014**

#### K2 - River Run Connections

- o **In Progress.** Design is currently underway for pathway connections between the River Run and Warm Springs bases of the Sun Valley Ski Area as part of Ketchum's Transportation Plan.

- o **Improvements:** The project includes a pathway on the west side of the Big Wood River with a proposed bridge connecting West Ketchum at Buss Elle to the connector trail and the Warm Springs Preserve.

#### K6 - Sight Distance Improvements

- o **Complete.** To remedy impediments to sight distance at pathway intersections, the City of Ketchum added signage on existing posts and added painted pathway warnings for cyclists at the Warm Springs/Saddle Road intersection to alert cyclists to stop at the intersection. Concept design has been completed for new intersections on Warm Springs at Lewis and 10<sup>th</sup> St. A new rapid flashing beacon has been installed at the Warm Springs bike path crossing.

## K9 - Wayfinding and Amenities

- o **In Progress.** There is some wayfinding along the WRT, but it is currently inadequate to direct visitors who are unfamiliar with the area. Additionally, some of the wayfinding is inaccurate. Ketchum will include a study of wayfinding strategies from a digital/ physical integration perspective as part of the City Plan. BCRD has a wayfinding and education project for the WRT scheduled for 2023-2024.

## Sun Valley Area Projects, 2014

### SV1 – Trail Creek Path Improvements

- o **Completed.** The surface of the separated path along Trail Creek Road was resurfaced in 2015.

### SV2 – Trail Creek Path to Boundary Campground

- o **Completed.** In 2020, the pathway was extended 0.25 miles to the City Limits. Connecting the remaining distance to Boundary Creek Campground was deemed unfeasible due to the cost to widen and retain the shoulder and the required access to US Forest Service land.

### SV3 - Boundary Campground to Base of Trail Creek Pass

- o **Unfeasible.** Trail Creek Road to the base of Trail Creek Pass or the end of the pavement from Boundary Creek Campground is narrow but is popular with road cyclists. Blaine County has reported that widening the road is a low priority for funding at this time.

### SV4 – Connection Between Trail Creek Road and Fairway Road (new for 2015)

- o **Completed.** A dirt and partially paved footpath connects these roads between Hemingway Memorial off Trail Creek Rd and the Proctor Mountain trail off Fairway Rd. In 2021, an additional parking lot was constructed near Hemingway Memorial to eliminate trail head vehicle parking on Fairway Rd.

## Main Valley Area Projects, 2014

### M7 – Wayfinding and Amenities

- o **In Progress.** Limited signage exists along the WRT to orient pathway users to major road crossings and destinations. BCRD has a wayfinding and education project scheduled for 2023-2024 for the entire WRT.

## Hailey Area Projects, 2014

### H1 - River Street Improvements

- o **In Progress:** River Street runs parallel to Main Street (SH 75) and has a mix of residential and commercial land uses. This corridor has been identified as a key north-south pedestrian/bike route

through Downtown Hailey. Sidewalks, a separated bike path, and ADA curb ramps are partially built and fully planned for the corridor under the River Street Mobility Concept as shown in the Hailey Municipal Code. The River Street Mobility Concept involves a raised bike path, landscaping buffer, sidewalk, and ADA curb ramps on both sides of River Street. Bicycle and pedestrian improvements are triggered when individual developments are constructed on an on-going basis. Where there are gaps between the built-out concept, the City has striped buffered bike lanes and intersection crossing markings. The River Street Mobility Concept is planned to connect McKercher Boulevard to north of West Bullion through new development, Urban Renewal Agency funding, and competitive grants.

### H3 – Downtown Sidewalk Improvements

o **In Progress.** Sidewalks improvements have been made throughout east Hailey; however, Hailey is now taking more of a strategic rather than a blanket approach to planning for sidewalks and bike lanes. Curb ramp improvements are a priority where sidewalks exist. The north-south bicycle and pedestrian corridors in Downtown Hailey are River Street, 2nd Street, and the Wood River Trail. The east-west corridors are Myrtle St, Croy St, and Elm St. Traffic control at all intersections is evaluated on a case-by-case basis, using adopted standards such as the MUTCD.

### H4 – Connections to Trails and Parks (See M6 and B6 for Comprehensive Project Completion)

o **In Progress.** A shared use path system to the Quigley Trails Park, via East Croy St to Quigley Rd, is largely complete. Starting at Main Street, rapid flashing beacons facilitate crossing onto the east side of the City. A shared-use path (SUP) on East Croy is constructed to the Sunbeam Subdivision along Quigley Road. Hailey plans to annex Quigley Road into the City and extend the shared-use path from Sunbeam Subdivision to the Quigley Trails Park trailhead.

West Bullion Street is a two-lane residential collector street, with sharrows, and 30 to 50-feet of right-of-way on either side of the street. Two parks that host events and a wildlife preserve are located on West Bullion Street. Additionally, the street provides access to recreational facilities and rural homes out West Croy Canyon, a popular trailhead on the City boundary with access from Downtown Hailey. Future improvements include installing a protected multi-use pathway connecting Lions Park, Hop Porter Park, and Main Street, in addition to sidewalks and curb extensions at the intersections between Lions Park in the west and Main Street to the east.

Broadford Road is a popular recreational bicycle route that runs north-south for approximately 4.8 miles, through the City of Hailey, Blaine County, and City of Bellevue. Broadford Road connects low-density residential and rural neighborhoods in the County to the downtowns of Hailey and Bellevue. Within Hailey City Limits, Broadford Road intersects low density neighborhoods and industrial zones with mixed-uses. Some portions of Broadford Road that border private property have a narrow and curvy geometry. Two shared-use path sections, which are approximately 850 feet and 2,300 feet in length, exist along the County section of Broadford Road near Hailey. Improvements include redesigning the approximately 0.9-mile section of Broadford Road through Hailey to plan for a shared-use path to West Cedar Street and into downtown Hailey. Plans also include improving the road and shoulders to

relocate and/or accommodate a shared-use path. Securing right of way or routing the path through pedestrian easements adjacent to Hailey’s industrial zones may be necessary.

#### H5 – Safe Routes to School Improvements

o **In Progress.** Improvements include rapid flashing beacons at Cobblestone and Elm St intersections with Main St, advisory bike lanes on 2nd St, a sidewalk on Elm St to South River St and curb extensions, Myrtle St SUP, Fox Acres SUP and roundabout, and sidewalks and SUPs in the Sunbeam Subdivision. An SUP extension is planned on McKercher Blvd, from east to west, across Main St/SH 75, and connecting to North River St.

#### H6 – Wayfinding and Amenities

o **In Progress.** The BCRD is designing and planning a new wayfinding system for the entire Wood River Trail corridor. BCRD will work with major partners and all cities to coordinate a safe and consistent signage for directions to public trail systems and Big Wood River access points.





## Chapter 5. The Plan

*The people and organizations of Blaine County made considerable progress on the plan outlined in the 2014 BPMP. As noted in Chapter 2, 14 original projects are either complete or in progress. Some projects included in the original project list are still relevant and important to residents, while new projects have also been identified to address new and changing needs. These projects are the focus of this Update and are listed in Table 6 and Table 7. Descriptions of each project's current conditions and prospective improvements are included. In the next section, projects are prioritized based on the evaluation criteria, comprising The Plan for Bicycle and Pedestrian programming and infrastructure.*



Table 6. Projects Continued from 2014

<b>NORTH VALLEY AREA</b>	<b>N2</b>	Improve Surface of Harriman Trail
<b>KETCHUM AREA</b>	<b>K1</b>	4th Street Safety Improvements
	<b>K4</b>	Improve and Upgrade Sidewalks- Complete Streets
	<b>K5</b>	Alternate Routes to Downtown
	<b>K7</b>	Separated Path Saddle Road to Knob Hill Inn
	<b>K8</b>	Warm Springs Road Improvements
<b>MAIN VALLEY AREA</b>	<b>M1</b>	East Fork Bike Lanes and Intersection Improvements
	<b>M2</b>	Deer Creek Road Improvements
	<b>M3</b>	Croy Creek Road Improvements
	<b>M4</b>	Broadford Road Improvements
	<b>M5</b>	Bike Lanes along SH-75
	<b>M6</b>	"Toe of the Hill" connection Hailey and Bellevue
<b>HAILEY AREA</b>	<b>H2</b>	Connections to the Visitor's Center and Wertheimer Park
<b>SOUTH VALLEY AREA</b>	<b>S1</b>	Gannett Road Improvements
	<b>S2</b>	South WRT Terminus and Extension to Carey

Table 7. New Projects for 2022

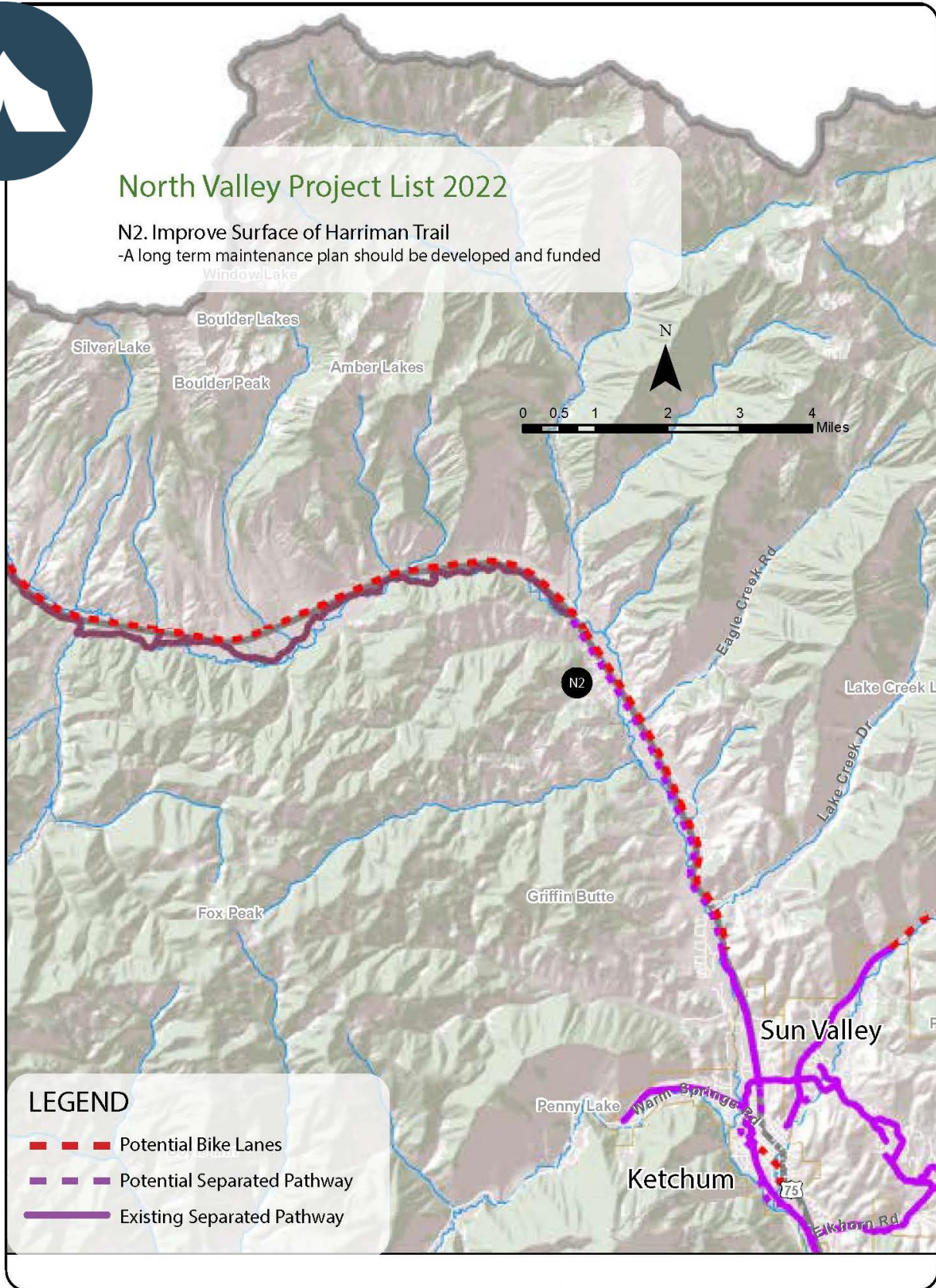
<b>SUN VALLEY AREA</b>	<b>SV5</b>	Build a Bike Lane by Striping and Signing Fairway Rd
	<b>SV6</b>	Crosswalk Improvements
	<b>SV7</b>	Improvements at Sun Valley Road and Saddle/Dollar Int.
	<b>SV8</b>	Pathway Amenities
	<b>SV9</b>	Festival Meadow Bike Amenities
	<b>SV10</b>	Construct a Bike Lane or Separated Path along Juniper Rd
<b>MAIN VALLEY AREA</b>	<b>M8</b>	Sidewalk on East Side of Hospital Dr
<b>HAILEY AREA</b>	<b>H7</b>	Airport Way Complete Streets
<b>BELLEVUE AREA</b>	<b>B1</b>	WRT and Street Intersection Improvements
	<b>B2</b>	Roundabout at Gannett Road and SH-75
	<b>B3</b>	Safety Improvements at Popular Hwy Crossings
	<b>B4</b>	Pedestrian Safety and Connectivity to Major Amenities
	<b>B5</b>	Toe of the Hill Trail
	<b>B6</b>	South Bellevue WRT Terminus Extension





### North Valley Project List 2022

N2. Improve Surface of Harriman Trail  
-A long term maintenance plan should be developed and funded





## N2 – Improve Surface of Harriman Trail

- o Current Conditions: Many portions of the Harriman Trail are unridable in the summer due to soft or cobbled surfaces. This route is likely to become even more popular with the future biking trails planned near Galena Lodge.
- o Initial Improvements: Improve the surface of the trail with graded crushed aggregate to provide a smoother and firmer all-weather surface that would accommodate travel by medium to fat tired bicycles. While this is a very complicated project, the bike-ped working group will continue to champion this effort to see it eventually gets completed.
- o Ultimate Improvements: A long-term plan for maintaining and/or improving the surface of the trail should be developed and funded.



# Ketchum Area Projects



## Ketchum Project List 2022

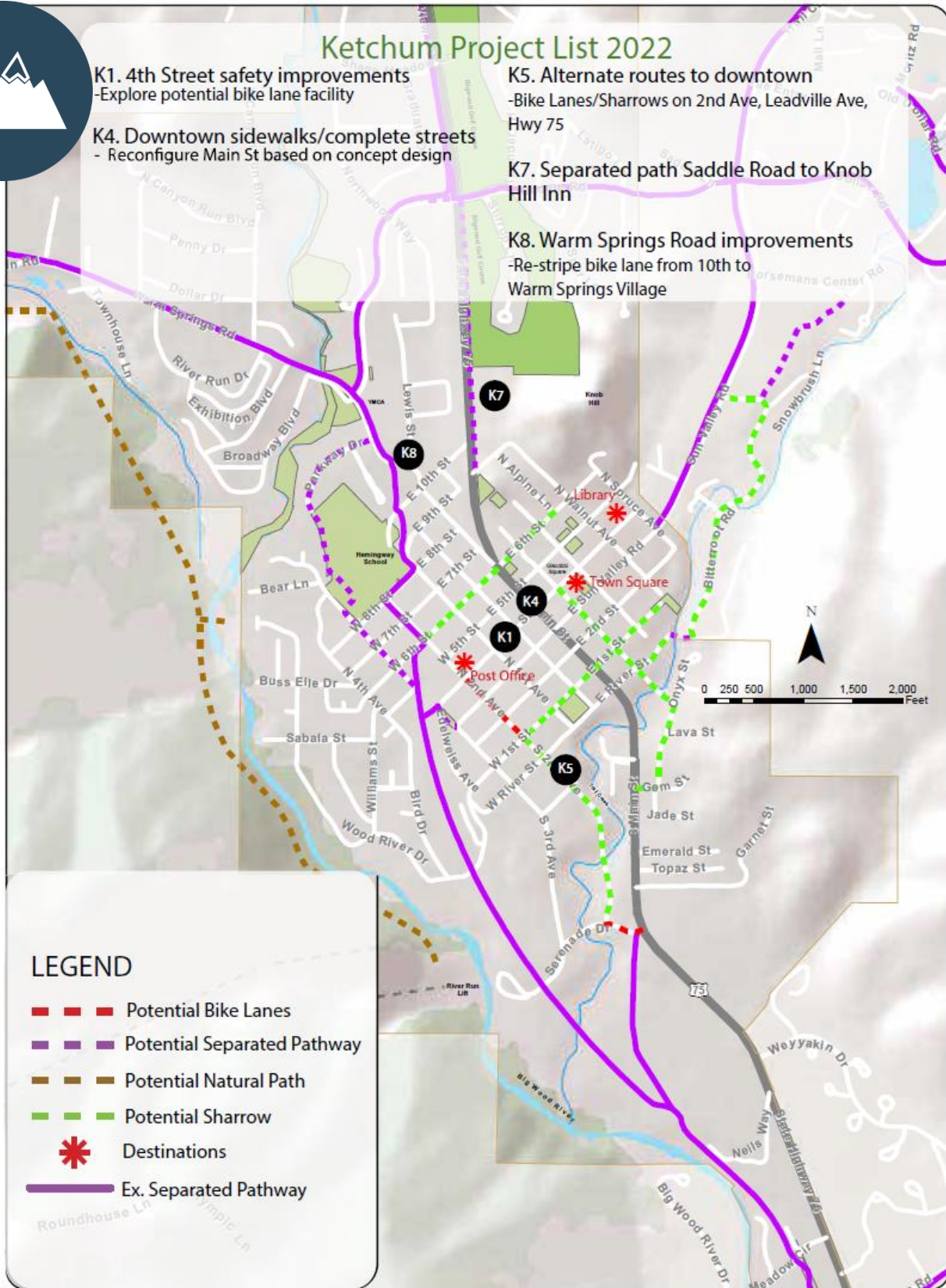
**K1. 4th Street safety improvements**  
-Explore potential bike lane facility

**K4. Downtown sidewalks/complete streets**  
- Reconfigure Main St based on concept design

**K5. Alternate routes to downtown**  
-Bike Lanes/Sharrows on 2nd Ave, Leadville Ave, Hwy 75

**K7. Separated path Saddle Road to Knob Hill Inn**

**K8. Warm Springs Road improvements**  
-Re-stripe bike lane from 10th to Warm Springs Village





## K1 - 4th Street Safety Improvements

- o Current Conditions: 4th Street is heavily used by pedestrians and has been recently improved with substantial bicycle and pedestrian improvements. Conflicts between pedestrians, bicyclists, and motor vehicles still exist, especially at the intersection of Main Street (SH 75). A rapid flashing beacon signal and right turn only sign were installed in the summer of 2015. A HAWK signal was installed in 2021. The street was temporarily closed to motor vehicles on an experimental basis, then re-opened to traffic.
- o Improvements: Explore potential bike lane facility.

## K4 – Downtown Core Sidewalks

- o Current Conditions: Many city streets lack acceptable sidewalks; they're often not ADA compliant, undersized, or are missing entirely. The narrow sidewalks on Main Street do not have adequate clear travel way for pedestrians. Missing links are not complete but annual progress is being made. Striping and sharrows have been painted; bike lanes are being studied. A concept design for Main Street reconstruction is being developed, as part of Ketchum's Transportation Plan.
- o Improvements: Main Street sidewalk improvements (widening, bulbouts) are part of the 2024 road rebuild. City developing new five-year sidewalk improvement projects. City to evaluate developing protected bike routes on both sides of Main Street and one connecting across Main Street.

## K5 - Alternate Routes to Downtown

- o Current Conditions: Bicycle access to downtown from the south edge of town at Serenade Lane is undefined and unsafe between River Street and Serenade Lane; plans have been developed as part of ITD's 'Elkhorn to River Street' project. Concept designs for protected bike facilities on 2<sup>nd</sup> Avenue, East or Walnut Avenue, and 4<sup>th</sup> Street are under consideration. The City is investigating tiling the current irrigation ditch through the Gem Street neighborhood to serve as a walk/bike connection to town.
- o Improvements: Improve and designate alternate routes to Downtown via 2nd Avenue and Leadville Avenue and add bike lanes or sharrows where appropriate. ITD will improve bicycle and pedestrian infrastructure between Serenade Lane and River Street.

## K7 - Separated Path Saddle Road to Knob Hill

- o Current Conditions: The route between downtown and Saddle Road currently forces riders to ride along the highway. ITD has committed to expand the gravel shoulder by 3-4 feet on the east side of Highway 75 between Knob Hill Inn and Saddle Road to help walkers and cyclists (this will help more of the casual cyclist not road bikers who will not ride on the gravel). Concept design is completed and includes 8' wide lanes that are 20' off the roadway as part of Ketchum's Transportation Plan.

- o Improvements: Construct a separate, paved multi-use path from Saddle Road to Knob Hill. The city is determining potential funding sources and the year of construction.

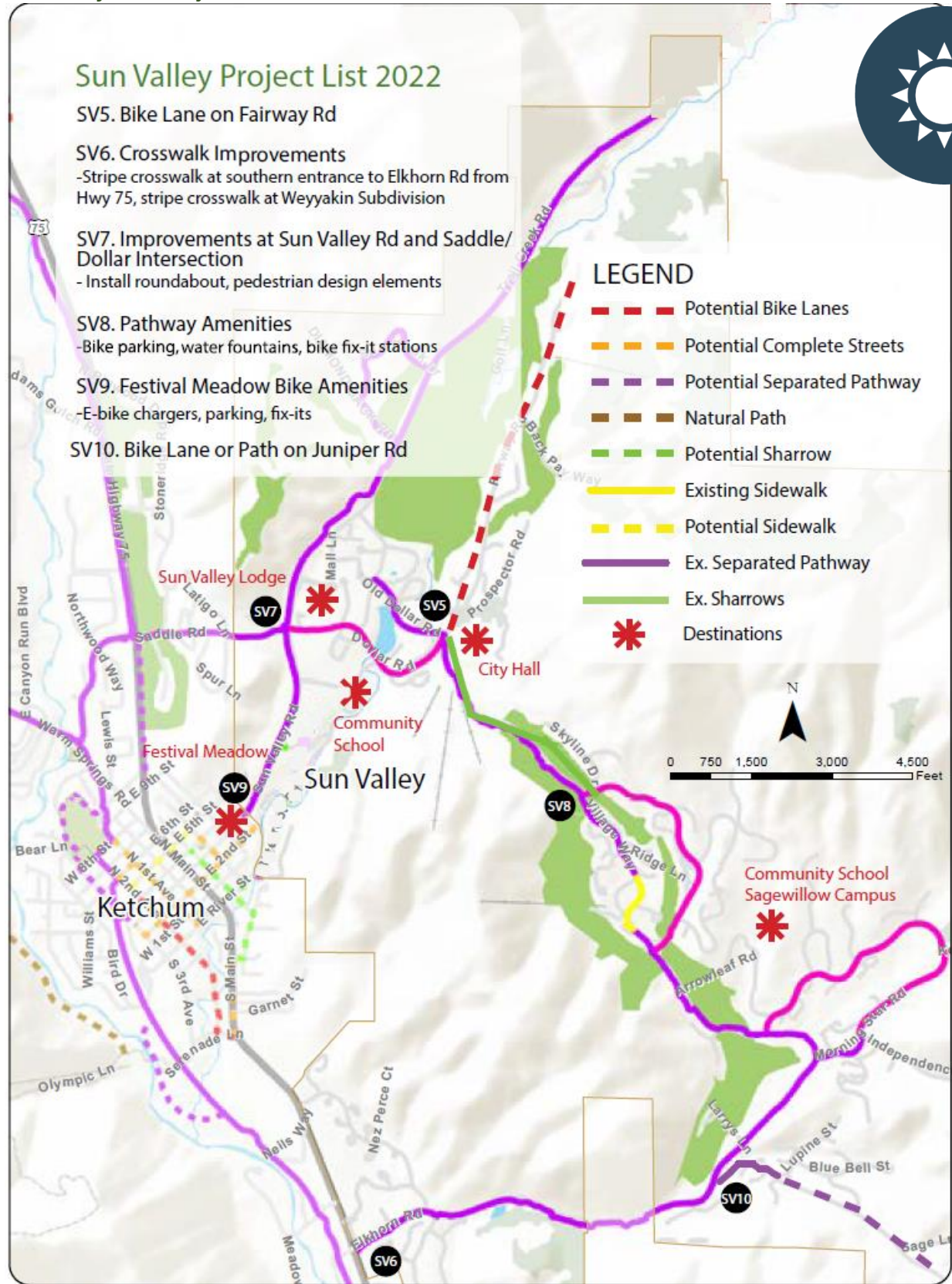
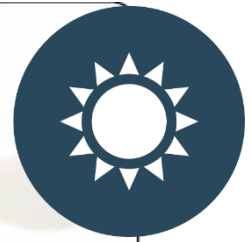
## K8 - Warm Springs Road Improvements

o Current Conditions: Warm Springs Road is heavily traveled by motorists, cyclists, pedestrians. There are numerous private accesses to adjacent properties, as well as hazards of two-way cycle traffic adjacent to vehicular traffic. Line of sight obstructions have been removed from the paved, two-way cycle track on the north side of the road.

o Improvements: Reconstruct Warm Springs Road as a complete street with bicycle and pedestrian facilities on both sides of the road. Re-stripe the in-bound bike lane from 10th Street to Warm Springs Village.



# Sun Valley Area Projects





## SV5 – Build a Bike Lane by Striping and Signing Fairway Road (new for 2015)

- o Current Conditions: There is no bike lane on Fairway Rd, but the road is wide enough to build one in both directions. There is a lot of pedestrian and cyclist traffic on Fairway Rd to access Proctor Mountain trail.
- o Improvements: Stripe road centerline, and stripe and sign bike lanes. Widen shoulder where needed to accommodate bike lanes to end of pavement.

## SV6 – Crosswalk Improvements

- o Current Conditions: There are no crosswalks across Elkhorn Road providing connectivity between the Weyyakin Subdivision and the multi-use path. Furthermore, no crosswalks exist at the intersection of SH 75 and Elkhorn Rd.
- o Improvements: Stripe crosswalk at the southern entrance to Elkhorn Road from Highway 75 to improve pedestrian safety for the Lane Ranch subdivision. Also stripe crosswalk at the Weyyakin subdivision.

## SV7 – Improvements at Sun Valley Road and Saddle/Dollar Intersection

- o Current Condition: Pedestrian crossing signals exist at each corner of the intersection but only two crosswalks are marked creating user conflicts and unsafe conditions.

Bicyclists and pedestrians often cross unmarked intersections to the shoulder of the roadway with no sidewalk. The Sun Valley Transportation Plan identifies this intersection as subject to major congestion during special events and conflicts are common between vehicles turning on Saddle Rd and pedestrians and cyclists.

- o Improvements: Install a roundabout, as outlined in the Sun Valley Transportation Plan. Incorporate pedestrian friendly design elements such as a central island with landscaping, striped and signed crossings, and splitter islands.

## SV8 – Pathway Amenities

- o Current Condition: Sun Valley has many popular hiking trails with access located along or within a short distance from the bike path. The City would like to initiate a 'bike to hike' project, adding amenities along the bike path and at popular trail heads. Overall and ongoing maintenance for pathway and pathway amenities also needs to be prioritized.
- o Improvements: Bike parking, water fountains, bike fix-it stations at various locations.

## SV9 – Festival Meadow Bicycle Amenities

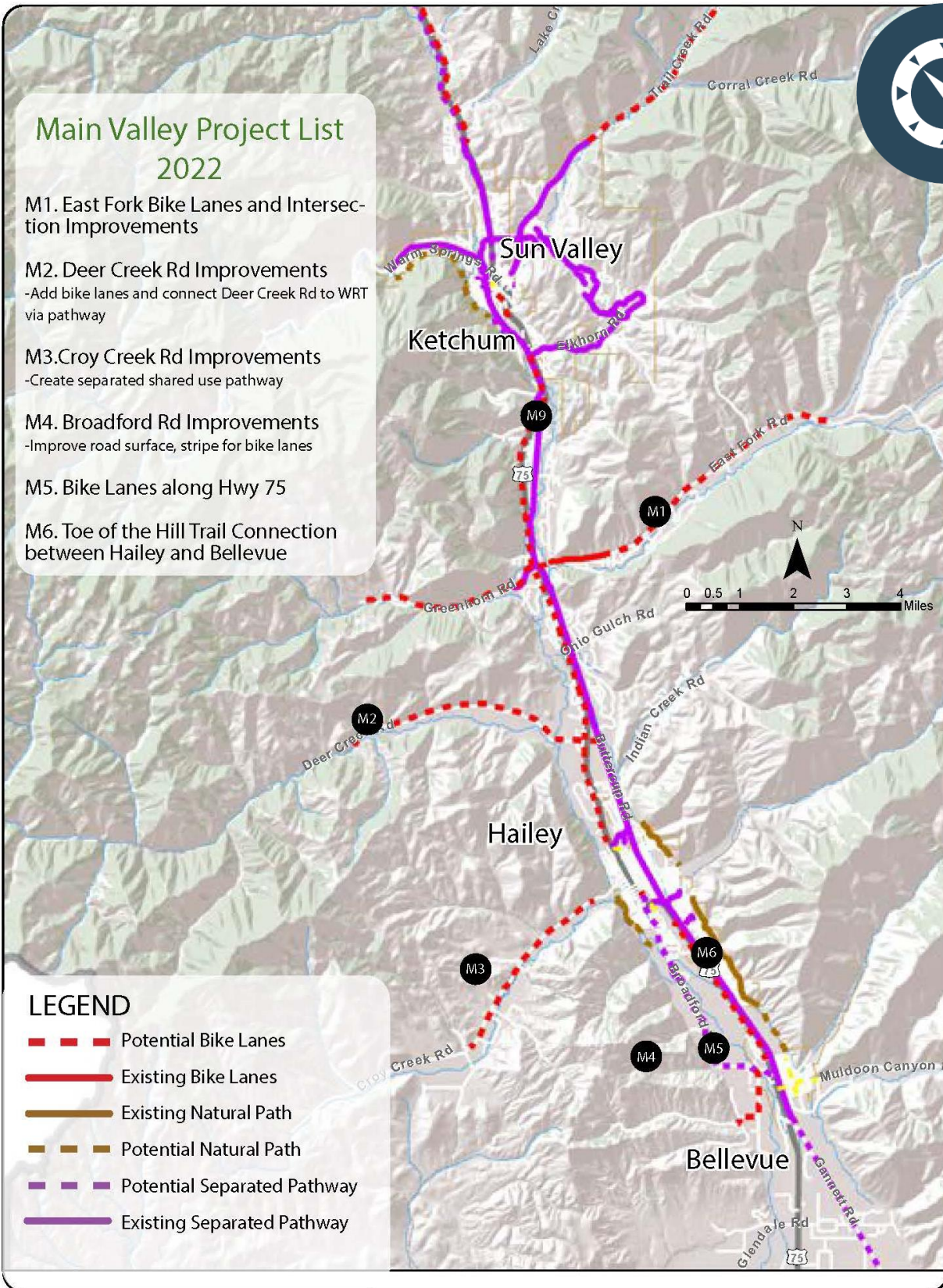
- o Current Condition: Festival Meadow is a city owned parcel located at the gateway to Sun Valley across Sun Valley Road from the iconic red barn. The parcel is located along the bike path and hosts a variety of popular events. The City is exploring future development of the site into a community park.
- o Improvements: Install E-bike charging stations, bike parking, and bike fix it stations to promote and encourage bicycle travel to Festival Meadow.

## SV10 – Construct a Bike Lane or Separated Path along Juniper Rd

- o Current Condition: A path connection exists along the Sun Valley Elkhorn Association owned parcel between Juniper Road and the bike path. This path provides connectivity to Juniper Road, but no separated path or bike lanes exist on Juniper Road. Due to limited sight lines, pedestrians experience conflicts with each other and vehicles at the intersection of the path and roadway.
- o Improvements: Install a separated bike path along Juniper Road or widen the road, stripe centerline, and stripe and sign bike lanes. Complete study of Juniper Road to determine feasible improvements to provide connectivity to the bike path and increase cyclist and pedestrian safety.



## Main Valley Area Projects





## M1 – East Fork Bike Lanes and Intersection Improvements

o Current Conditions: The bike lanes along East Fork Road end a short distance from SH 75 and then continue up East Fork for approximately six miles. This is a popular road bike ride. Also, the WRT is braided at the intersection of East Fork Road creating multiple crossings. The parking area is being used as a de-facto park-n-ride facility for the bus stop.

o Improvements: Stripe and sign bike lanes and widen shoulder where needed to accommodate bike lanes to end of pavement and connect WRT to existing bike path on west end of Eastfork Rd. Abandon unnecessary pathway segments to eliminate multiple crossings just east of the intersection with the highway. Improve restroom facilities, add a designated parking lot to serve the bus stop and construct a sidewalk from the parking lot to the bus stop.

## M2 – Deer Creek Road Separated Pathway and Underpass

o Current Conditions: Deer Creek Road lies on the west side of SH 75 and accesses a residential area.

o Improvements: Connect Deer Creek road to the WRT via a separated path and under- pass under SH 75. Add bike lanes along Deer Creek to connect to recreational trails.

## M3 – Croy Creek Road Improvements

o Current Conditions: Croy Creek Road connects the City of Hailey to popular recreational trail heads and parks west of town. The road is narrow and no bike lanes exist.

o Improvements: Create a separated shared use pathway.

## M4 – Broadford Road Improvements

o Current Conditions: Broadford Road is a popular walking and biking route that has easy access from residential areas and can be part of a loop from Hailey to Bellevue. The road is narrow and has a rough chip seal surface. A short separated pathway spur exists along the north end of Broadford. A separated use pathway for North Broadford Rd has been planned but not funded.

o Initial Improvements: Improve road surface on shoulders and stripe bike shoulders.

o Ultimate Improvements: Construct a contiguous separated pathway parallel to the road from Hailey to Bellevue.

## M5 – Bike Lanes along SH-75

- o Current Conditions: Many skilled road cyclists use the highway instead of the WRT for recreational rides, and the amount of use is increasing. Additionally, many year-round commuters must ride along SH 75 during the winter when the WRT is being groomed for nordic skiing. In 2015 shoulders were widened to four feet in each direction, improving safety. Mountain Rides has secured funding for a pedestrian tunnel and improvements at Ohio Gulch, So. Broadway Run, and Elkhorn Rd. The projects are scheduled for fiscal year 2022.
- o Improvements: Designate with painting and signage bike lanes along the highway. The project area could still use signage to increase safety for cyclists.

## M6 – “Toe of the Hill Trail” connection between Hailey and Bellevue (See H4)

- o Current Conditions: A natural surface single track trail exists between Hailey and Bellevue but has some large missing segments. Toe of the Hill has been completed in Hailey, and progress is being made to connect the trail to Bellevue through annexations and land acquisitions in partnership with BCRD.
- o Improvements: Construct missing trail segments to Bellevue and improve existing trail where needed.

## M8 - Sidewalk on east side of Hospital Drive

- o Current Conditions: Sidewalk exists on the west side of Hospital Drive. The east side has no sidewalk, but is needed to connect the Cold Springs Crossings apartments (north) to the ITD property (south), with curb, gutter, ADA accessible curb cuts, and a crosswalk to assist people in crossing to the sidewalk on St. Luke's property and onto the path that leads to the pedestrian tunnel.
- o Improvements: Study preferred crossings for this scenario and improve intersection.







## H2 – Connections to the Visitor's Center and Wertheimer Park (Ice House/Skate Park)

o Current Conditions: A shared-use path was constructed to the east, in front of Roberta McKercher Park. Additional pedestrian easements exist where there are currently BCSD athletic facilities. Some funding has been earmarked from the Pathways for People levy to create connections here, in addition to the requirement for new developments and significant remodels to built out mobility improvements.

o Improvements: Potential connection may be possible along easement along west edge of Hailey Elementary School field (BCRD facilities).

## H7 – Airport Way Complete Streets

o Current Conditions: Airport Way runs north-south similar to and situated in between Broadford Road and Highway 75. Currently, all traffic on Airport Way enters and exits via the intersection with Main Street. Airport Way services mixed-use development including industrial, retail, office, residential, and government uses—such as Friedman Memorial Airport, Blaine County Jail, Blaine County School District Office, and City of Hailey Public Works offices and equipment. Current infrastructure includes incomplete sidewalks on Airport Dr, south of Airport Way.

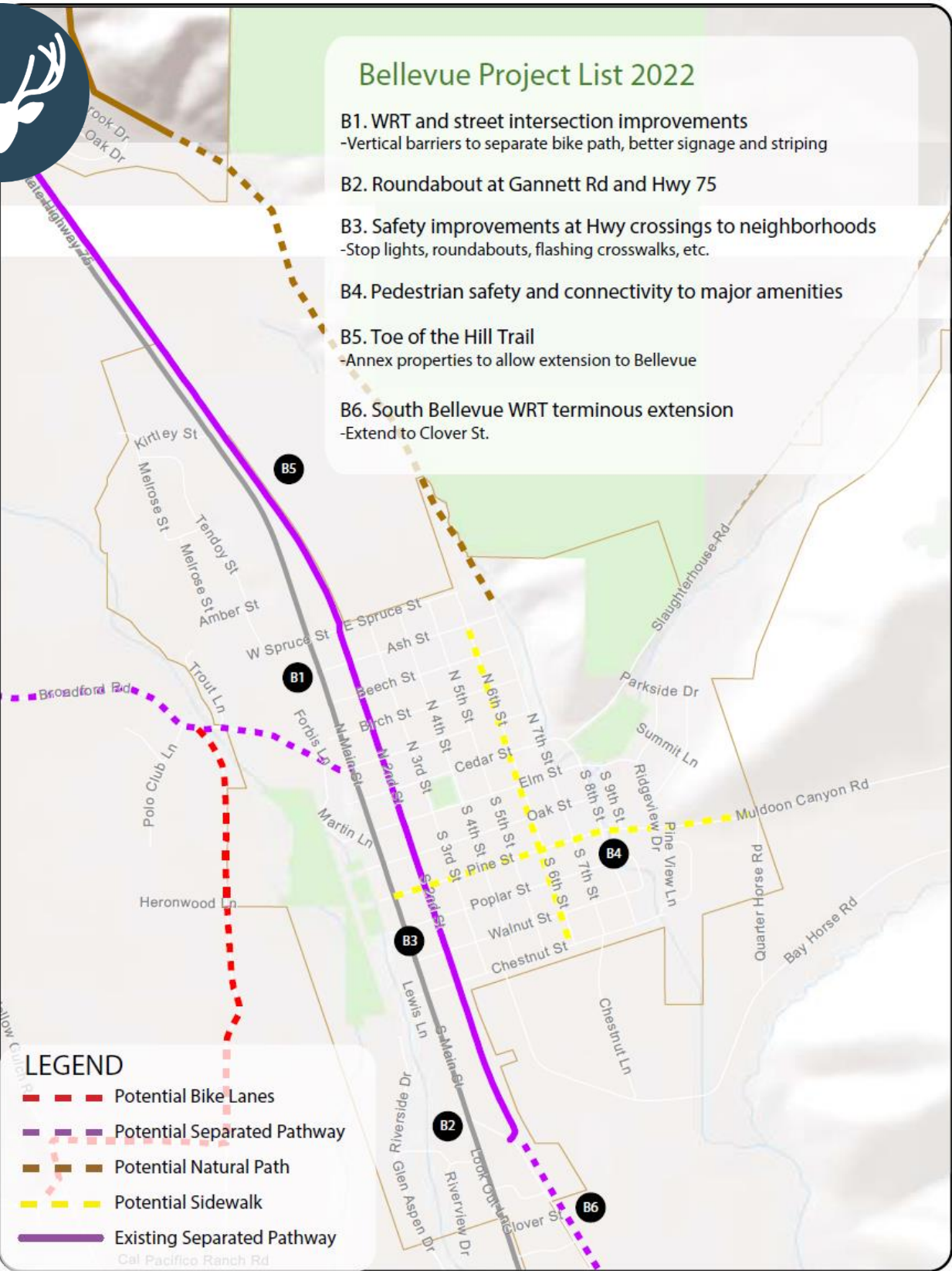
o Improvements: Install bike lanes and sidewalks on Airport Way between Airport Dr and Main St/Highway 75 through city-initiated projects, grant funding, and Hailey Urban Renewal Agency funding.

## Bellevue Area Projects



### Bellevue Project List 2022

- B1. WRT and street intersection improvements**  
-Vertical barriers to separate bike path, better signage and striping
- B2. Roundabout at Gannett Rd and Hwy 75**
- B3. Safety improvements at Hwy crossings to neighborhoods**  
-Stop lights, roundabouts, flashing crosswalks, etc.
- B4. Pedestrian safety and connectivity to major amenities**
- B5. Toe of the Hill Trail**  
-Annex properties to allow extension to Bellevue
- B6. South Bellevue WRT terminous extension**  
-Extend to Clover St.



#### LEGEND

- - - Potential Bike Lanes
- - - Potential Separated Pathway
- - - Potential Natural Path
- - - Potential Sidewalk
- Existing Separated Pathway



## B1 – WRT and Street Intersection Improvements in Bellevue

o Current Conditions: The WRT splits the N. 2nd Street in Bellevue with south bound traffic located on the west side of the bike path and north bound traffic located on the east side. This results in confusing intersections and is a dangerous combination of bicycle, pedestrian and vehicular traffic.

o Improvements: Better separation of the bike path from the road with vertical barriers, add better signage and striping, to warn motorists of the location of the bike path. Invest in a traffic study to create a safe and efficient design that benefits all users and improves safety and ultimately implement a design that works.

## B2 – Roundabout at Gannett Road and SH 75

o Current Conditions: The intersection of Gannett Road and SH 75 in Bellevue has a sharply angled approach resulting in a confusing intersection, which can cause safety issues for motorists, pedestrians, and cyclists.

o Improvements: Utilize the Idaho Department of Transportation design to re-align the intersection and construct a roundabout to improve safety and create a gateway into Bellevue.

## B3 – Safety Improvements at Popular Highway Crossings to Connect Neighborhoods

o Current Conditions: Bellevue's Main Street/SH 75 is often times difficult and unsafe to cross providing problems for pedestrians and cyclists particularly at specific popular locations. Though three flashing crosswalks have been installed at Oak St, Cottonwood Drive, and Spruce St, additional work needs to be accomplished to allow for safe crossings on other sections of the roadway. The Highway is very wide and has no safe pedestrian island, it is very difficult to cross 5 lanes of traffic especially with such wide travel lanes.

o Improvements: Study and identify appropriate locations for stop lights, roundabouts, flashings crosswalks, tunnels, bridges, pedestrian islands, etc. to improve safety for pedestrians and cyclists.

## B4 – Enhance Pedestrian Safety and Connectivity to Major Amenities in the City

o Current Conditions: Connectivity is currently not robust and lacks good access to important amenities throughout Bellevue from neighborhoods to area parks, the Elementary School, and other popular destinations.

o Improvements: Connect Wood River Trail east via Cedar St and west to the Big Wood River via Cottonwood and Broadford Streets, as well as to Bell Mountain Care Facility via Spruce St, with

sidewalks and bike lanes. Identify, develop and maintain Seventh St as a north/south bicycle and pedestrian route to access Chestnut St. Continue the bicycle and pedestrian route through the Strahorn subdivision as it is developed to the east. Enhance the alley west of Main Street from Walnut to Elm to provide better traffic flow and access to businesses and provide an enjoyable promenade with a view of the Howard Preserve.

## B5 – Toe of The Hill Trail

- o Current Conditions: The Toe of The Hill Trail currently ends in Hailey. Both the cities of Hailey and Bellevue are interested in extending this popular trail to the south making the new terminus in Bellevue. Land owners between Hailey’s South Woodside industrial area and Bellevue’s northern neighborhood have begun the process for annexation into Bellevue city limits. This is a very popular trail and should go all the way to Bellevue.
- o Improvements: Initiate work between the cities of Hailey and Bellevue and include provisions that would allow Toe of the Hill Trail to extend south to Bellevue in the annexation process for associated properties.

## B6 – South Bellevue WRT Terminus Extension

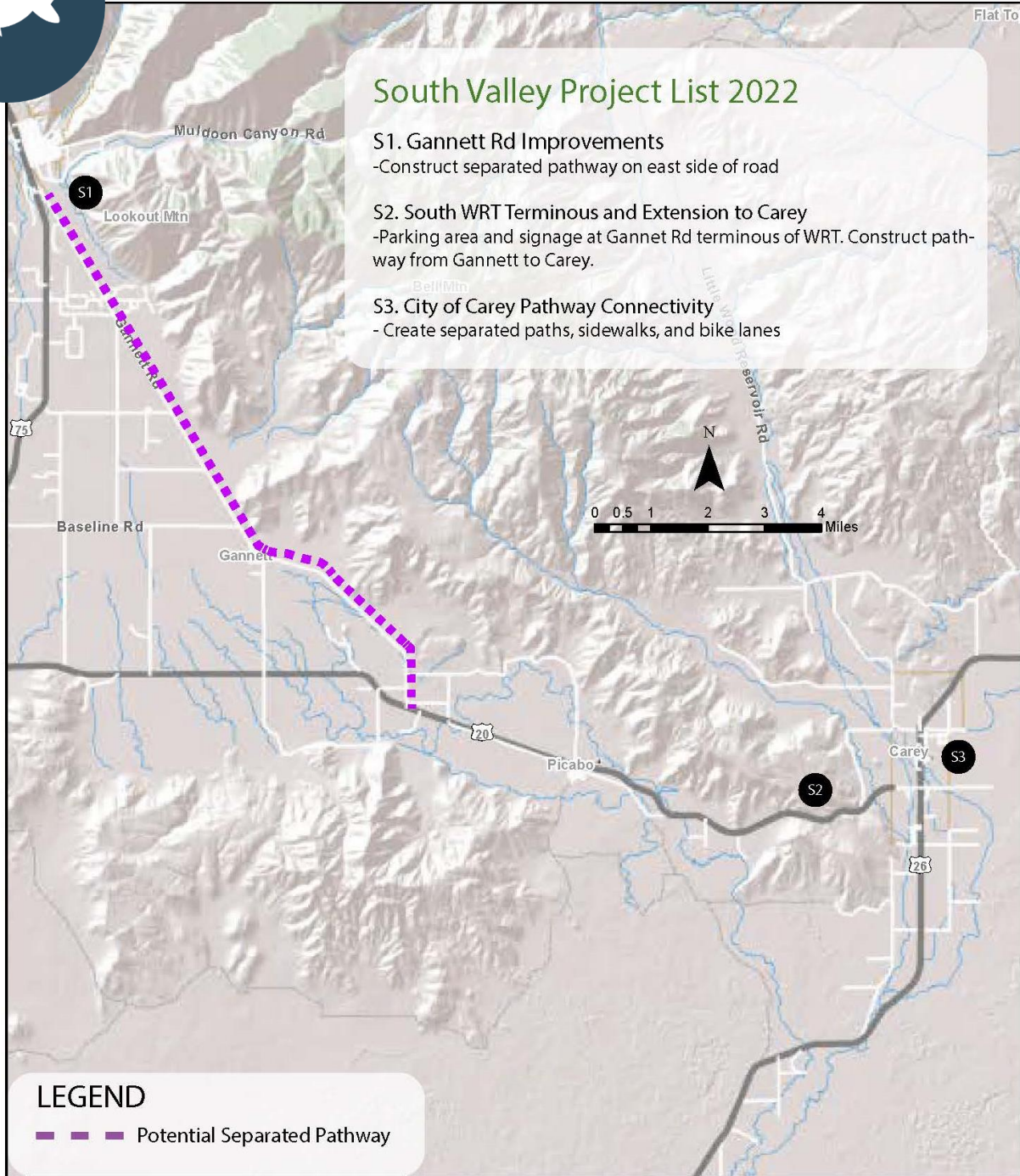
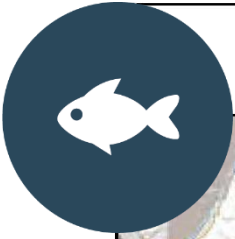
- o Current Conditions: The WRT today ends in Bellevue at Gannett Road. There is no paved-path past this point to the southern portion of Bellevue and the rest of the county and therefore does not accommodate pedestrians and cyclists south of this location.
- o Improvements: Improve the current terminus of the WRT and extend the pathway to Clover St, where the new Mountain Rides bus and park and ride facility exists to improve opportunity for multi-modal transportation and increase safety and a way for kids and adults to stay off the streets and highway while biking and walking.

## B7 – Wayfinding and Amenities

- o In Progress. BCRD will work with major partners and all cities to coordinate a safe and consistent signage that will include all access points to public land and all public access spots along the Big Wood River.



# South Valley Area Projects





## S1 – Gannett Road Improvements

- o Current Conditions: There is very little development between Bellevue and Gannett. Gannett Road, however, is a popular road bike ride for adventurous, long distance cyclists riding to Gannett, Carey, and other loops in the south county.
- o Improvements: Construct a paved separated pathway on the east side of the road along the old railroad bed. If more development occurs along Gannett Road in the future, this may become a more critical link to Bellevue and the WRT. Contributions to the cost of building a separated pathway could be included in development proposals.

## S2 – South WRT Terminus and Extension to Carey

- o Current Conditions: The WRT ends in Bellevue and there is no connection to the southeast-ern portion of the county via pathways.
- o Improvements: Include a parking area and signage at the current terminus of the WRT at Gannett Road. When demand warrants, construct a separated path from the end of Gannett Road to Carey along the north side of the highway.

## S3 – City of Carey Pathway Connectivity

- o Current Conditions: Few pathway amenities exist within Carey.
- o Improvements: Create a system of separated paths, sidewalks, and bike lanes within Carey utilizing existing right of ways and easements.

### **Project Prioritization**

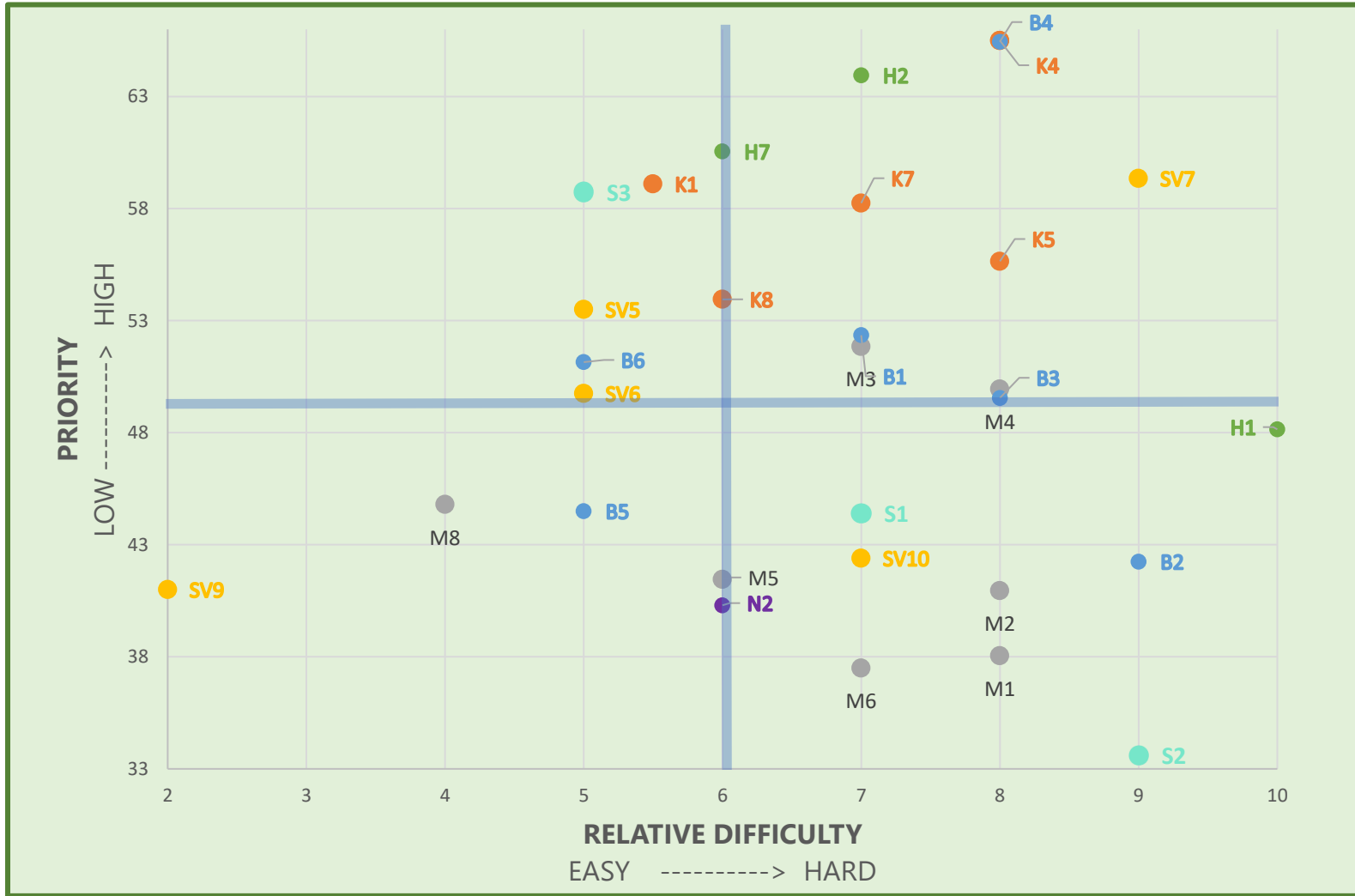
*Using the process and methodology described in Chapter 3, the potential projects list were assigned a score for each evaluation criteria. These were compiled into an overall priority score and an overall difficulty score. Table 8 shows the score for each project and the components of overall priority and overall difficulty. Each project was plotted on a matrix using its scores for priority and difficulty. Table 9 , shows the Project Priority Matrix in chart form.*

Table 8. Project Priority Scores

**PROJECT PRIORITIZATION MATRIX**

	PROJECT ID	PROJECT NAME	SAFETY IMPACTS	CONNECTS MISSING LINKS	COMMUNITY DESIRE	ECONOMIC IMPACTS	HEALTH IMPACTS	SOCIAL EQUITY	FIRST/LAST MILE	OVERALL PRIORITY SCORE	RELATIVE COST	RELATIVE COMPLEXITY	OVERALL DIFFICULTY SCORE
		weighting factor	4.5	4.4	3.5	1.9	1.9	1.9	1.9	20			
<b>NORTH VALLEY AREA</b>	<b>N2</b>	Improve Surface of Harriman Trail	3	1	2.6	3	4	1	0	40	3	3	6
<b>KETCHUM AREA</b>	<b>K1</b>	4th Street Safety Improvements	5	3	1.8	5	4	2	5	59	2.5	3	5.5
	<b>K4</b>	Improve and Upgrade Sidwalks - Complete Streets	4	5	2.4	5	4	4	5	66	4	4	8
	<b>K5</b>	Alternate Routes to Downtown	3	5	2.5	3	3	3	3	56	4	4	8
	<b>K7</b>	Separated Path Saddle Road to Knob Hill Inn	4	5	2.5	2	3	2	0	58	4	3	7
	<b>K8</b>	Warm Springs Road Improvements	5	3	2.5	2	3	1	5	54	4	2	6
<b>SUN VALLEY AREA</b>	<b>SV5</b>	Build a Bike Lane by Striping and Signing Fairway Rd	4	4	2.4	2	3	2	4	54	3	2	5
	<b>SV6</b>	Crosswalk Improvements	5	3	1.3	2	3	2	4	50	2	3	5
	<b>SV7</b>	Improvements at Sun Valley Road and Saddle/Dollar Int.	5	4	1.7	4	3	3	2	59	5	4	9
	<b>SV8</b>	Pathway Amenities	2	2	1.6	2	3	2	0	33	2	2	4
	<b>SV9</b>	Festival Meadow Bike Amenities	2	4	1.4	2	3	2	0	41	1	1	2
	<b>SV10</b>	Construct a Bike Lane or Separated Path along Juniper Rd	4	2	1.2	2	4	2	4	42	4	3	7
<b>MAIN VALLEY AREA</b>	<b>M1</b>	East Fork Bike Lanes and Intersection Improvements	4	1	2.3	1	3	1	5	38	4	4	8
	<b>M2</b>	Deer Creek Road Separated Pathway and Underpass	2	3	2.1	3	3	2	4	41	4	4	8
	<b>M3</b>	Croy Creek Road Improvements	4	3	2.1	4	3	2	5	52	3	4	7
	<b>M4</b>	Broadford Road Improvements	4	3	2.1	3	3	2	3	50	4	4	8
	<b>M5</b>	Bike Lanes along SH-75	3	3	1.5	2	3	2	3	41	1	5	6
	<b>M6</b>	"Toe of the Hill" connection Hailey and Bellevue	1	3	2.4	3	3	4	0	38	2	5	7
	<b>M8</b>	Sidewalk on East Side of Hospital Drive	4	4	1	1	2	5	5	45	2	2	4
<b>HAILEY AREA</b>	<b>H1</b>	River Street Improvements	4	3	0.5	5	3	3	4	48	5	5	10
	<b>H2</b>	Connections to the Visitor's Center and Wertheimer Park	4	5	2.5	5	3	3	4	64	3	4	7
	<b>H7</b>	Airport Way Complete Streets	5	3	3.3	4	3	4	5	61	3	3	6
<b>BELLEVUE AREA</b>	<b>B1</b>	WRT and Street Intersection Improvements	4	3	1.7	3	5	1	0	52	3	4	7
	<b>B2</b>	Roundabout at Gannett Road and SH-75	4	2	1.7	2	3	3	0	42	4	5	9
	<b>B3</b>	Safety Improvements at Popular Hwy Crossings	5	2	2.5	2	3	5	5	50	4	4	8
	<b>B4</b>	Pedestrian Safety and Connectivity to Major Amenities	5	4	2.9	3	5	5	5	65	4	4	8
	<b>B5</b>	Toe of the Hill Trail	1	4	2.6	3	4	1	0	45	3	2	5
	<b>B6</b>	South Bellevue WRT Terminus Extension	1	5	2.7	4	4	2	4	51	3	2	5
<b>SOUTH VALLEY AREA</b>	<b>S1</b>	Gannett Road Improvements	3	2	3.6	2	3	2	4	44	4	3	7
	<b>S2</b>	South WRT Terminus and Extension to Carey	2	2	1.8	2	3	1	0	34	4	5	9
	<b>S3</b>	City of Carey Pathway Connectivity	3	5	2.3	3	5	4	0	59	3	2	5

Table 9. Project Priority Matrix



In the Project Priority Matrix, the horizontal axis represents difficulty to complete projects, while the vertical axis represents relative priority. As can be anticipated, few projects fall into the 'high priority' and 'easy' quadrant, and many fall into the right half of the chart representing relatively difficult implementation. The four quadrants of the chart can be correlated to a time line for implementation, with the top left, high priority-easy projects being the first to move forward. Mid-term projects, in the range of five years, are in the bottom left quadrant under 'low priority,' and 'easy.' Long-term, or ten plus years for completion, fall into the bottom right quadrant, which are difficult and lower priority. The top right quadrant represents the highest priority projects that are the most difficult to complete. Many of these projects remain on the list from the 2014 BPMP and should therefore be given serious consideration despite the challenges they pose. These projects can be further ranked based on difficulty and overall priority score. Projects are listed below in order of relative difficulty, by group.

### **Low-Hanging Fruit; Short Term Projects**

*Focusing on easier to achieve projects that have relatively high importance is a win for municipalities and the community. Completing these projects can create favorable optics for the effort behind the Master Plan and create community momentum for further project implementation.*

S3- City of Carey Pathway Connectivity

SV5- Build a Bike Lane by Striping and Signing Fairway Rd

B6- South Bellevue WRT Terminus Extension

SV6- Crosswalk Improvements

K1- 4<sup>th</sup> Street Safety Improvements

H7- Airport Way Complete Streets

K8- Warm Springs Road Improvements

### **Mid-Term Projects; 5 + Years to Complete**

*This group of projects do not present as much challenge to complete but were ranked lower on the priority scale based on seven criteria. They can be achieved through cooperation and planning in a mid-term timeframe.*

SV9- Festival Meadow Bicycle Amenities

M8- Sidewalk on East Side of Hospital Drive

SV8- Pathway Amenities

B5- Toe of the Hill Trail

M5- Bike Lanes along SH-75

N2- Improve Surface of Harriman Trail

### **Long-Term Projects; 10+ Years to Complete**

*The most items, 12 projects, fell into this category, with a wide variation in relative priority and difficulty. While these 12 projects are a lower priority, those nearer the middle of the chart with a priority rating above 45 should be considered for implementation. In a time frame of 10 years, these projects can be considered individually as funding and capacity allows, or reconsidered in the next plan update. Certain projects may present a higher priority for individual areas, moving them up in the implementation timeline.*

S1- Gannett Road Improvements

SV10- Construct a Bike Lane or Separated Path along Juniper Road

M6- “Toe of the Hill” Connection Hailey and Bellevue

M2- Deer Creek Road Separated Pathway and Underpass

M1- East Fork Bike Lanes and Intersection Improvements

B2- Roundabout at Gannett Road and SH-75

S2- South WRT Terminus and Extension to Carey

H1- River Street Improvements

### **Highest Priority-High Challenge**

*These projects represent many that have remained a high priority for Blaine County residents since the first Bicycle and Pedestrian Master Plan in 2014 but have remained unfinished due to the challenges to implementation. Because of this, special priority should be given to seeking resources for completing these projects.*

B1- WRT and Street Intersection Improvements

M3-Croy Creek Road Improvements



H2- Connections to the Visitors' Center and Wertheimer Park

K7- Separated Path Saddle Road to Knob Hill Inn

B3- Safety Improvement at Popular Highway Crossings

M4- Broadford Road Improvements

B4- Pedestrian Safety and Connectivity to Major Amenities

K4- Improve and Upgrade Sidewalks- Complete Streets

K5- Alternate Routes to Downtown

SV7- Improvements at Sun Valley Road and Saddle/Dollar Intersection



## Chapter 6. Implementation

*Implementing the Plan means making our identified priorities into reality. To do this, the partnering municipalities and organizations need to work individually and together on their top projects. The Intergovernmental Group brainstormed to create conceptual cost estimates, possible funding options, and identify responsible parties for each area's top projects. Each organization can use this as a jumping off point to move from planning to implementation. While some of this information is readily available, certain projects will require more time and research. For projects with blank spaces in Table 10 below, an implementation task force should be convened to collect the information necessary to get these projects rolling.*

### Possible Funding Options

Capacity for seeking funding can be a primary barrier to implementing infrastructure and programming. Known sources of funding must be allocated carefully, as the time required to acquire new sources can be prohibitive. The following list contains sources of funding for various projects suggested by the Intergovernmental Group. This list is not exhaustive and should be augmented and revised as new resources become available.

#### *Safe Streets and Roads for All Grant*

The Safe Streets and Roads for All Grant is a Bipartisan Infrastructure Law allocating \$5 billion from 2022 to 2026. Funding in the form of Implementation Grants can be used to address roadway safety. Blaine County applied for and received \$160,000 for fiscal year 23-24 to develop a comprehensive safety action plan.

#### *Safe Routes to Schools*

This federal program funds infrastructure projects and programming to encourage safe multi-modal travel for school children. Locally, Mountain Rides Transportation Authority hosts a Wood River Valley Safe Routes to School Program which improves, designates, and promotes these routes.

#### *Levy/Bonds*

Bonds are financing tools that local municipalities can employ to fund individual projects or a program of infrastructure projects, approved by voters. Tax Levies can be created through a special district to fund infrastructure for that district and must be approved by the voters. They are a common funding source for schools and fire districts. These mechanisms are commonly used to fund long-term projects in a Capital Improvements Plan.

#### *Private Donations (BCRD)*

Many of BCRD's projects are funded through private donors and institutional fund raising. Land acquisition in the form of easement and right of way dedications can be considered private donations.

#### *HOA Partnerships*

Home Owner's Associations have the ability to collect dues from residents and vote on how to allocate these funds for community benefit. Where infrastructure projects overlap with HOA neighborhoods, municipalities can partner with these groups for mutual benefit.



*General Fund*

Many projects, especially maintenance costs, are allocated from the general fund of individual municipalities. These are subject to budgeting constraints each year, competing against other financial obligations.

*Impact Fees/Exactions*

Building and land development permits are often obligated by fees to offset the impacts of the new development. These contribute to available funding for public improvements related to those impacts. Similarly, a municipality can require a fee or dedication of land to offset impacts as a condition of approving new development. These exactions can be in the form of easements, dedicated rights of way, maintenance agreements, ownership, or others.



## Top Projects for Each Area

Table 10. Top Projects for Each Area

	PROJECT ID	PROJECT NAME	PRIORITY	POSSIBLE FUNDING SOURCES	RESPONSIBLE PARTIES	COST ESTIMATE
<b>NORTH VALLEY AREA</b>	<b>N2</b>	Improve Surface of Harriman Trail	MID TERM	Grants/ private \$	BCRD	
<b>KETCHUM AREA</b>	<b>K1</b>	4th Street Safety Improvements	SHORT TERM	Urban Renewal Agency (URA)	City of Ketchum	
	<b>K4</b>	Improve and Upgrade Sidewalks- Complete Streets	CHALLENGE	URA	City/ ITD	
	<b>K5</b>	Alternate Routes to Downtown	CHALLENGE	URA/City	City	
	<b>K7</b>	Separated Path Saddle Road to Knob Hill Inn	CHALLENGE	URA/City	City	\$500k
	<b>K8</b>	Warm Springs Road Improvements	SHORT TERM	URA/City	City	
<b>SUN VALLEY AREA</b>	<b>SV5</b>	Build a Bike Lane by Striping and Signing Fairway Rd	SHORT TERM	General Fund	City	
	<b>SV6</b>	Crosswalk Improvements	MID TERM		City/ Partner Weyyakin HOA, Lane Ranch HOA	
	<b>SV7</b>	Improvements at Sun Valley Road and Saddle/Dollar Int.	CHALLENGE		City	\$3.5 Mill
	<b>SV8</b>	Pathway Amenities	MID TERM		SV Elkhorn Ass.	
	<b>SV9</b>	Festival Meadow Bike Amenities	MID TERM		City	

	<b>SV10</b>	Construct Bike Lane or Separated Path along Juniper Rd	LONG TERM		City	
<b>MAIN VALLEY AREA</b>	<b>M1</b>	East Fork Bike Lanes and Intersection Improvements	LONG TERM	Levy/grants	County	
	<b>M2</b>	Deer Creek Road Improvements	LONG TERM		County	
	<b>M3</b>	Croy Creek Road Improvements	CHALLENGE		County	
	<b>M4</b>	Broadford Road Improvements	CHALLENGE		County	
	<b>M5</b>	Bike Lanes along SH-75	MID TERM		ITD	
	<b>M6</b>	"Toe of the Hill" connection Hailey and Bellevue	LONG TERM	Annexation?	BCRD	
	<b>M8</b>	Sidewalk on East Side of Hospital Dr	MID TERM	Grant	County	
<b>HAILEY AREA</b>	<b>H1</b>	River Street Improvements	LONG TERM	Developers, URA, Competitive Grants	City	\$13 Mill, \$1 Mil/block
	<b>H2</b>	Connections to the Visitor's Center and Wertheimer Park	CHALLENGE	URA, Community Partnerships	City	\$10 Mill
	<b>H7</b>	Airport Way Complete Streets	SHORT TERM		City	\$5 Mill
<b>SOUTH VALLEY AREA</b>	<b>S1</b>	Gannett Road Improvements	LONG TERM	Levy	Co	
	<b>S2</b>	South WRT Terminus and Extension to Carey	LONG TERM		BCRD/City	
	<b>S3</b>	City of Carey Pathway Connectivity	SHORT TERM	Grant- safe routes to school	BCRD/City	
<b>BELLEVUE AREA</b>	<b>B1</b>	WRT and Street Intersection Improvements	CHALLENGE		City	
	<b>B2</b>	Roundabout at Gannett Road and SH-75	LONG TERM		ITD/City	
	<b>B3</b>	Safety Improvements at Popular Hwy Crossings	CHALLENGE	Grant-Safe streets for all	ITD/City	
	<b>B4</b>	Pedestrian Safety and Connectivity to Major Amenities	CHALLENGE		City	
	<b>B5</b>	Toe of the Hill Trail	MID TERM		BCRD	
	<b>B6</b>	South Bellevue WRT Terminus Extension	SHORT TERM		BCRD	

## **Recommendations**

*With responsible parties and possible funding sources identified, priority projects are on their way to implementation. The recommendations below can be applied to ensure that installation takes place with techniques and standards for the best possible social outcomes, and that projects are implemented in the manner they are imagined.*

### **Blaine County Sustainability Action Plan**

One opportunity to strengthen the goals of this plan is coordinating implementation with the Blaine County Sustainability Action Plan, to be adopted in 2024. Like the Bicycle and Pedestrian Master Plan, the Sustainability Action Plan is a collaborative effort between municipalities which aims to increase regional multi-modal resiliency through planning, education, and program/project implementation.

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**Bicycle and pedestrian projects from this plan can help realize goals from the Sustainability Action Plan, including reducing short and long-distance vehicle trips and fostering vibrant, walkable town centers.**

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### **Task Force**

To see these projects through to completion, encourage institutional knowledge, interagency cooperation, and accountability, we recommend that responsible parties for each project delegate or participate in a task force. The task force will pick up where this Master Plan leaves off, creating a plan to secure funding. Taking the implementation information from this chapter and community feedback comments, the task force can utilize the Plan as intended.

### **Focus on On-Going Maintenance**

Often an implementation plan can focus on the momentum created through community outreach and funding for new projects. Equally important is capacity to maintain infrastructure and programming. Each of the potential projects listed in this plan requires on-going maintenance and monitoring, and funding for this should be a part of budgeting for each project. While these costs are not included in the 'relative cost and complexity' criteria, they should be considered separately for any projects that are installed.

### **Maintenance Funding**

- *Identify maintenance costs when project is budgeted*
- *Create special fund for maintenance similar to enterprise fund*
- *Identify maintenance as part of levies*
- *Bond for pathway maintenance*
- *Add maintenance costs into impact fee ordinances*

### **Inter-organizational Capacity Building**

- *Create a county-wide shared position: grants coordinator*
- *Cooperate through a variety of issue specific organizations:*



- *Blaine Co Regional Transportation Commission*
- *Housing groups*
- *County/Ketchum/Hailey shared sustainability coordinator*
- *Informal groups*
  - *Planners group, meeting periodically*
  - *Administrators' lunch, monthly*
- *Build new relationships with Carey*
- *Utilize non-profits*
  - *Wood River Land Trust*
  - *Safe Pathways Grant process*
  - *5B Suicide Prevention Alliance*
- *Increase formal meeting forums*



## Design Guidelines

Multimodal transportation planning has gained momentum since the 2014 Bicycle and Pedestrian Master Plan, expanding considerably during the COVID-19 Pandemic. Statistics and studies following the success of bicycle and pedestrian programming have led to updated design guidelines which can be applied and adapted for specific uses in Blaine County. The 2012 “Guide for the Development of Bicycle Facilities” by the American Association of State Highway and Transportation Officials (AASHTO) and the 2009 “Manual on Uniform Traffic Control Devices” from the Federal Highway Administration remain accepted national design standards. Supplementing these, AASHTO updated their “Guide for the Planning, Design, and Operation of Pedestrian Facilities” and the National Association of City Transportation Officials have updated their “Urban Bikeway Design Guide” in 2022 and 2023. The Federal Highway Administration added to the standards with a “Separated Bike Lane Planning and Design Guide” and “Small Town and Rural Multimodal Networks” guide. Together these documents provide comprehensive design conventions used by municipalities nationwide. Recommendations in Table 11 are summarized from these guides and other studies and have been tailored for the priority projects identified in this Master Plan.

Table 11. Design Guidelines

Feature	Design Elements	Example
<p><b>Sidewalks</b></p>	<ul style="list-style-type: none"> <li>• Recommended for all streets</li> <li>• Should contain 3 sections: a 2-foot frontage zone to access buildings, a 6-foot pedestrian travel zone, and a 4-foot furnishing zone</li> <li>• Furnishing zone can be used for stormwater management or snow storage</li> </ul>	<p>Hospital Drive</p>
		

## Separated Path

- Hard surface paving
- Minimum 10-foot wide
- 12-14-foot wide where there is a high mix of user types
- Should conform to BCRD adopted Bikeway and Path Design Standards for cohesiveness
- Design speed should generally be 20 mph
- Minimum turn radius of 74-feet for 20 mph, tighter curves can be used to reduce speeds

Croy Creek Rd,  
Harriman Trail



## Bike Lane

- Minimum 5-foot wide, preferred 6.5-foot width
- For higher speed roads, a 1.5-foot buffer may be added
- Minimum 3-foot buffer when placed next to parking
- Drainage grates and gutter seams generally not be included in usable width
- Parking should be prohibited within 20 feet of driveways
- Separated by 6-inch white line with periodic bike symbol and directional arrow

Fairway Rd



- Ongoing maintenance and clearing of gravel, debris, and snow



## Pathway Crossing

- 90 degree angles preferred
- Grade should be as level as possible
- Preserve lines of sight
- Design speed of 12 mph for intersection approach
- Lighting recommended
- Signs for traffic control on path and roadway
- Enhancements such as rapid flashing beacons or median islands for intersections with over 14,000 average daily trips and vehicle speeds of 40 mph

YMCA/  
Wertheimer Park





## Sharrows

- Not for streets with speed limit over 35 mph
- Place 4 feet from curb, 11 feet from curb where parking lane is present
- Can be used where bicycle infrastructure is discontinuous or interrupted

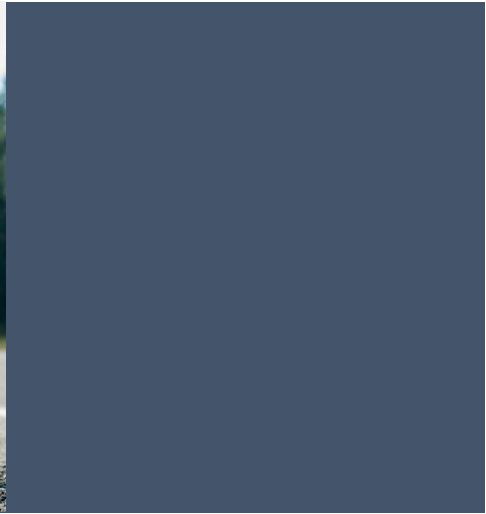
Downtown  
Ketchum



## Shoulder Surface

- Minimum 4 feet wide
- Separated by 8 inch white line, or for higher speed roads, two 4 inch lines with 18 inches and/or chevron between
- Bicycle friendly drainage grates
- Rumble strips may reduce vehicle encroachment and accidents
- Differentiated color or texture may reduce accidents
- Ongoing maintenance and clearing of gravel, debris, and snow

Broadford Rd



## Advisory Shoulder

- Can be installed on roads too narrow to accommodate a regular bike lane
- Vehicles must yield to bicycles or slow in order to accommodate two-way traffic
- Preferred width 6 feet with a 16 foot two way vehicle travel lane
- Dashed line or colored pavement demarcating bicycle shoulder

Carey Pathway  
Connectivity





## Roundabout

- Bike lanes should integrate into vehicular traffic on approach to roundabout
- Bicycle ramps can provide access to sidewalks for traversing roundabout
- Single lane roundabouts are easier for bicyclists and pedestrians to use
- Crosswalks should be set back from yield line
- Can include public art or landscaping on middle island

Gannet Rd & SH75



## Bicycle Parking

- Visible from street and sidewalk for security and accessibility
- Illumination recommended
- Should not impede maintenance or snow removal
- Covered, if practical
- Should allow at least two attachment points
- Can accommodate high-security U-Bolt locks

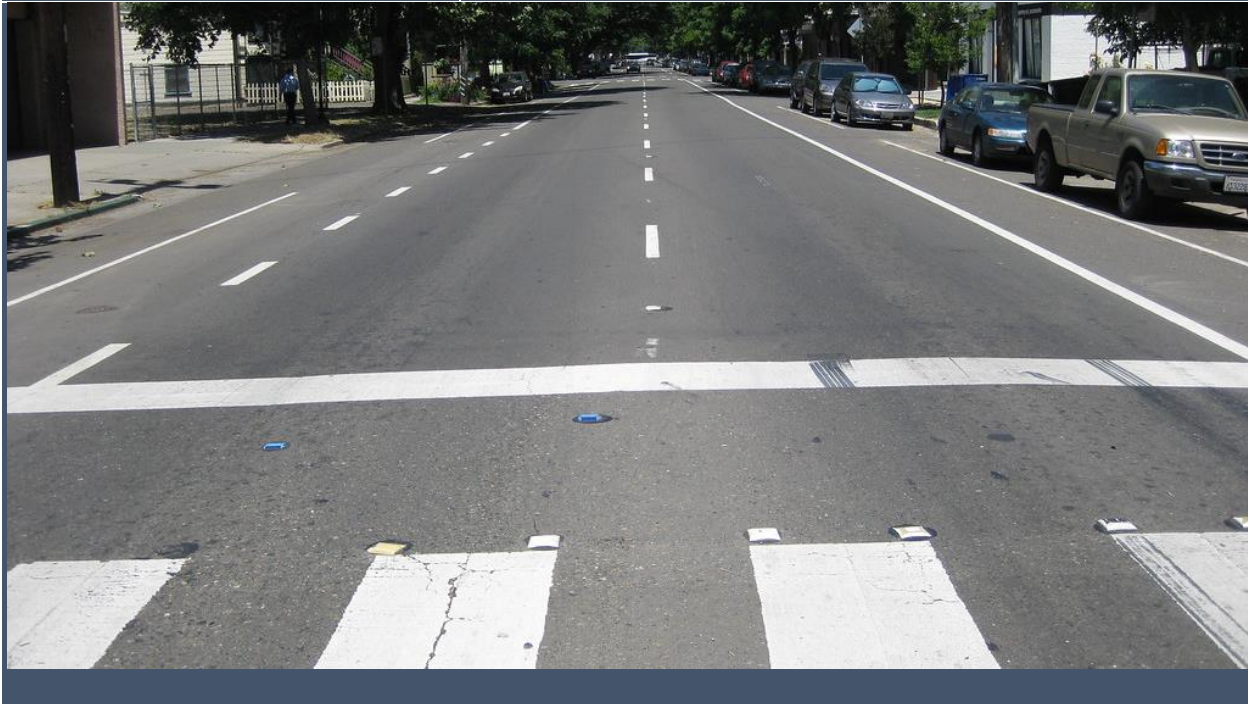
Festival Meadow



# Complete Streets

- Should contain pedestrian travel way and furnishing zone, on-street parking, and bicycle facilities in addition to vehicle travel lanes
- Can accommodate 2, 4, or 5 travel lanes
- Optimum vehicle travel speed is 25 mph

Airport Way



Sources: (FHWA, 2010), (AASHTO, 2012), (FHWA, 2009), (AASHTO, 2021), (NACTO, 2023), (FHWA, 2015), (FHWA, 2016)

## **Planning for the Future**

*Once this plan is complete and implementation has begun, it's time to start thinking about the future. Ever-changing conditions require continuous planning efforts, and while some projects identified in Chapter 5 are ready to go, some elements of this BPMP will require more planning before becoming reality. Projects identified here that require further studies to assess the best use of space, feasibility, and impacts are listed below.*

### **Projects Requiring Further Studies**

- *M8 Crossings for hospital drive*
- *B1 WRT routing in Bellevue*
- *SV10 Juniper Road traffic study*
- *B3 Bellevue Main St*

### **Monitoring**

In addition to maintaining bicycle and pedestrian infrastructure and conducting feasibility studies, monitoring is a key component of all implementation plans. We need to consistently assess if the chosen projects are having the outcomes we desire, and whether the conditions that affect the evaluation criteria are improving. Network connectivity, safety, and economic impacts can usually be measured on an individual project basis- and should be evaluated in the next round of Bicycle and Pedestrian Master Plan Updates for each project that remains on the priority list. For county-wide impacts, it can be effective to look at changes to health, social equity, and accessibility, and how these changes are spatially distributed. Below are recommendations for monitoring these three evaluation criteria.

#### *Monitoring Social Equity Outcomes*

In a 2021 white paper, the Oregon Department of Transportation states “measuring, evaluating, and monitoring Social Equity is an act of an agency holding itself to account.” (ODOT, 2021) It is critical to ensure that inclusion of this criteria is not lip service to a complex issue. We must verify whether the chosen methods improve social equity and that there are no unintended negative impacts in order to be effective. Means of measuring this criterion include:

- **Total multimodal transportation investment-** comparing total transportation investments to multimodal investments can describe social equity investment, recognizing that some social groups are traditionally underserved by transportation systems, requiring alternative modes and access.
- **Social Equity Indices-** looking for changes in distribution of variables measured in the EPA's Environmental Justice Screen, or utilizing other social justice tools can synthesize large data sets. EPA Social Justice Screen can be found at: <https://ejscreen.epa.gov/mapper/>.
- **Surveys and Community Feedback-** reaching out to underserved communities can provide essential information on the functionality of bicycle and pedestrian infrastructure. Additionally, qualitative data is necessary to understand groups that can be excluded from conventional quantitative datasets.

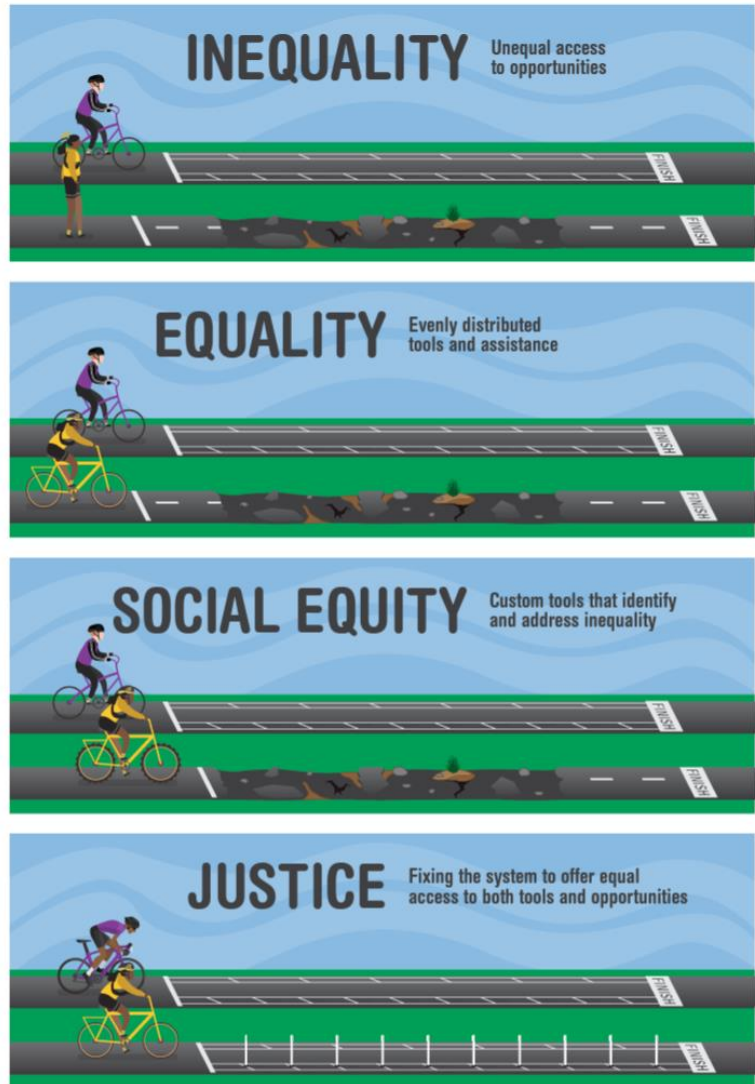


Figure 3. Social Equity- from "Inequality to Justice," Social Equity White Paper, ODOT 2021

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**Qualitative data is necessary to understand groups that can be excluded from conventional quantitative datasets**

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*Monitoring First/Last Mile Outcomes*

Improving First/Last mile accessibility will encourage usership of transit, and can result in better health, social equity, economic, and connectivity outcomes. A number of analyses can shed light on spatial barriers to transit connections.

- The simplest of these is a **buffer analysis using GIS** to determine the number of housing units within a given distance of transit stops.



- *GIS raster data can be created to describe obstacles in the landscape such as slope, sidewalk availability, highway crossings, and others, then reclassified and compiled to create a **map of spatial accessibility**.*
- *Similar to social equity, attention should be given to community feedback and qualitative data gathering, since **issues that prevent people from traveling a certain path may not be obvious and may not be captured by other datasets**.*

### *Monitoring Health Outcomes*

A Health Impact Assessment (HIA) was undertaken in 2014 as part of the original Bicycle and Pedestrian Master Plan. This study analyzed 'how the different dimensions of health can be impacted and the extent to which health measures amongst Blaine County residents could realize such impacts.' The HIA identified four top priorities for health interventions:

- *Combating poor mental health*
- *Reversing both overweight and obese adults and teenagers*
- *Reducing substance abuse of both alcohol and illicit drugs*
- *Reducing the number of vehicle crash deaths*

Many of the projects from the original BPMP as well as the 2023 Update address these topics through increased physical activity, exposure to nature, reduction in costs for access to services and employment, and infrastructure improvements. In order to ensure that these objectives continue to be realized, the HIA recommends measuring specific variables:

- *Usage at key locations within communities for on-road pedestrian and bicycle facilities and at trailhead and major junctions of paved multi-use trails and natural trails. This should include data related to: gender, age range, type of user, and helmet use for bicyclists*
- *Work with St. Luke's Wood River Hospital and other stakeholders to conduct regular intercept survey of trail users to identify key health conditions and comfort using the system*
- *Investment levels (by dollar/capita) for active transportation projects and programs*
- *Community mental stress levels*
- *Obesity rates amongst all population segments*
- *Air quality changes and impacts*
- *Ambient noise levels, specifically along major corridors*
- *Car parking demand to determine if development regulations can be adjusted accordingly*
- *Asthma rates amongst all population segments*
- *Property values along major active transportation routes and downtown cores*
- *Walking/biking customer proportion at local businesses*
- *Walking/biking rates of school children to area school and recreation facilities*
- *Use at fitness sites among walkers and bicyclists*
- *Household transportation costs post Plan implementation*

At times the most cost-effective and lowest barrier monitoring and analysis methods utilize existing data and can be performed in the office. These quantitative methods can be powerful arguments for adaptive



implementation. However, social equity, health, and first/last mile criteria all emphasize the need for qualitative data and community feedback in monitoring outcomes.

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Qualitative data can require more investment to collect but can create multivarious benefits including unique insights into specific problems, community buy-in and understanding of the planning process, inclusion of data not captured by other methods, and relationship building with groups not typically represented in planning processes.

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### Updates to this Plan

*Even the best plans will need to be updated as conditions change in the physical, economic, and social landscapes of our communities. Through monitoring, as described above, discoveries about these changes as well as the effectiveness of implemented projects will need to be incorporated into the next round of bicycle and pedestrian planning. Updates and adaptations to the implementation strategy should be continuous, incorporating funding needs and availability, climate conditions, economic variables, and population changes, among others. Blaine County should also undertake an overhaul of the BPMP at ten-year intervals to reassess current conditions and community needs from a comprehensive perspective. Municipalities and citizen groups should anticipate funding the next Bicycle and Pedestrian Master Plan in 2033.*



**CITY OF KETCHUM  
RESOLUTION NO. 24-016**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF KETCHUM  
APPROVING AND ADOPTING THE 2024 BLAINE COUNTY COMMUNITY  
BICYCLE AND PEDESTRIAN MASTER PLAN UPDATE**

**WHEREAS**, the stakeholders involved in this Plan Update desire a cohesive and comprehensive vision for developing, standardizing, and growing bicycle and pedestrian infrastructure, amenities, and policies in Blaine County and the municipalities within the county; and

**WHEREAS**, in 2013 a working group of representatives from Blaine County, Blaine County Recreation District, the City of Bellevue, the City of Carey, the City of Hailey, the City of Ketchum, the City of Sun Valley, Mountain Rides Transportation Authority, St. Luke’s Center for Community Health, the Wood River Bike Coalition, and private individuals from the community came together to create the Blaine County Community Bicycle and Pedestrian Master Plan (hereafter “Master Plan”); and

**WHEREAS**, Blaine County, municipalities, Blaine County Recreation District, and Mountain Rides Transportation Authority determined an update to the 2013 Master Plan was needed; and

**WHEREAS**, an updated inventory and analysis was conducted on current bicycle and pedestrian infrastructure provided throughout Blaine County, to determine progress and current needs within major jurisdictions and between jurisdictions; and

**WHEREAS**, the updated Master Plan incorporates policies and plans from all jurisdictions within Blaine County that contribute to well-planned mobility improvements; and

**WHEREAS**, the updated Master Plan provides a broad overview of the needs of the community and some solutions to meet those needs; and

**WHEREAS**, the updated Master Plan provides potential implementation steps for specific projects and improvements; and

**WHEREAS**, well-connected bicycle and pedestrian amenities are required to provide an accessible, safe, and attractive transportation mode that improves mobility, economic benefits, recreation, and the overall health of the community; and

**WHEREAS**, the Wood River Valley community desires safer, more accessible, and more comprehensive bicycle and pedestrian infrastructure that can be built to serve the public and promote the general welfare of our community; and

**WHEREAS**, the updated Master Plan shall be utilized as a guiding document that is not binding to any jurisdiction or entity. Further, approval of any project in the plan would require a separate public process and approval of any private entity potentially involved.

**WHEREAS**, the City of Ketchum, Blaine County and the Parties have agreed to the terms and conditions of the contract for services, a copy of which is attached hereto.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO**, that the attached 2024 Blaine County Community Bicycle and Pedestrian Master Plan Update is approved and adopted.

Passed this 3rd day of September 2024.

City of Ketchum

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Neil Bradshaw, Mayor

ATTEST:

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Trent Donat, City Clerk



City of Ketchum

### CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:  Staff Member/Dept:

Agenda Item:

**Recommended Motion:**

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

**Reasons for Recommendation:**

- Ketchum Municipal Code requires certain licenses to sell liquor, beer or wine.
- The attached applications are for the period of September 1, 2024 – August 31, 2025
- Council approval is requested to complete the process of issuing such beer, wine and liquor licenses

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

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

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

**Sustainability Impact:**

None

**Financial Impact:**

Revenue: The City will realize a revenue of \$6,470 from approval of these licenses in accordance with the current fee structure.

**Attachments:**

1. Table of Licenses

<u>Company</u>	<u>Beer Consumed on Premises</u>	<u>Beer Not to be Consumed on Premises</u>	<u>Wine Consumed on Premises</u>	<u>Wine Not to be Consumed on Premises</u>	<u>Liquor</u>
Pioneer Saloon	X				X
Leadville Grill DBA Kneadery	X		X		
The Burger Grill	X		X		
Veltex Market		X		X	
Rickshaw	X	X	X	X	
Rasberry's Inc	X	X	X	X	
Sawtooth Brewery	X	X	X		
The Gardens DBA Hank & Sylvie's		X		X	
Fox Creek Reality DBA Fox Creek Wines		X		X	
DD Frank DBA Maude's	X	X	X	X	
Izalco LLC DBA El Nino	X		X		
Whiskey's & Music	X				X
Armenta Bros DBA La Cabanita Mex Restaurant	X		X		
Main200 DBA Serva Peruvian	X		X		



City of Ketchum

### CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:  Staff Member/Dept:

Agenda Item:

**Recommended Motion:**

**Reasons for Recommendation:**

- Staff sought out bids from five separate qualified contractors. Only one contractor responded with a bid.
- Project needs to be completed this fall in order for ITD's early spring Highway 75 Trail Creek Bridge replacement.
- The proposed work is expected to require shutting down the Trail Creek Bridge for 2-3 days. Work will be executed prior to an upcoming Intermountain Gas bridge closure to minimize the impacts the City inflicts on commuters.

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

**Sustainability Impact:**

**Financial Impact:**

<input type="text" value="None OR Adequate funds exist in account:"/>	<input type="text" value="Purchase Order is for NTE amount of \$117,100. Adequate funds exist within the Waste Water Fund"/>
---	--

**Attachments:**

- |   |
|---|
| <input type="text" value="1. Lunceford Excavation's Estimate"/>               |
| <input type="text" value="2. Purchase Order 24120 for Lunceford Excavation"/> |
| <input type="text" value="3. Project Agreement 24120"/>                       |
| <input type="text" value="4. Payment &amp; Performance Bonds"/>               |



Lunceford Excavation  
 alabama626@gmail.com  
 P.O. Box 739  
 Ketchum, ID 83340

Prepared For  
 Sam Stahlnecker  
 Opal Engineering

Estimate Date  
 06/24/2024

Estimate Number  
 15489

Reference  
 Trail Creek Sewer

Description	Rate	Qty	Line Total
Trail Creek Sewer	\$0.00	1	\$0.00
Excavate and Install New 8" Sewer Main-Backfill-Compact	\$55,000.00	1	\$55,000.00
Slurry Old Sewer Pipe with Lean Fill	\$6,800.00	1	\$6,800.00
New Man Hole	\$18,000.00	1	\$18,000.00
New Asphalt Patch	\$14,800.00	1	\$14,800.00
Pumps for Sewer Bypass	\$12,500.00	1	\$12,500.00
Traffic Control	\$10,000.00	1	\$10,000.00
		Subtotal	117,100.00
		Tax	0.00
		Estimate Total (USD)	\$117,100.00

**Terms**

NOTE: This proposal may be withdrawn by us if not accepted within 30 days. All material is guaranteed to be as specified. All work to be completed in a substantial workman like manner according to specifications submitted per standard practices. Any alteration or deviation from above specifications involving extra costs will be expected only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, flood, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Any asbestos or other unforeseen conditions will be billed on a Time and Materials basis

All abnormal soil conditions, such as rock, caliche, water in excavation and any other unforeseen soil conditions will be billed on an agreed upon amount between client and Lunceford Excavation

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

X \_\_\_\_\_ (Client)

X \_\_\_\_\_ (Lunceford Excavation)





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

**PURCHASE ORDER**  
 BUDGETED ITEM?  Yes  No

**PURCHASE ORDER - NUMBER: 24120**

<b>To:</b> 2901 LUNCEFORD EXCAVATION, INC. P.O. BOX 739 KETCHUM ID 83340	<b>Ship to:</b> CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
--	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
08/26/2024	CCHING	CCHING		0	

Quantity	Description	Unit Price	Total
1.00	WASTEWATER LINE RELOCATION ON TRAIL 67-4350-7813	117,100.00	117,100.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		117,100.00

\_\_\_\_\_  
 Authorized Signature

This AGREEMENT 24120, made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Ketchum, hereinafter called "OWNER" and Lunceford Excavation, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of: KETCHUM TRAIL CREEK SEWER MAIN RELOCATION, which includes the installation of new sewer main, one sewer manhole, and asphalt repair to replace existing sewer main in conflict with proposed Idaho Transportation Department Trail Creek bridge improvements.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the WORK described herein.
3. The CONTRACTOR will furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all the CONTRACTOR's obligations under the Contract Documents prior to commencing construction. These bonds shall remain in effect until one year after the date when final payment becomes due.
4. The CONTRACTOR shall furnish Certificate of Insurance naming the OWNER as the primary additional insured with the following limits prior to commencing construction:
  - (A) \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage each occurrence;
  - (B) \$1,000,000 Personal Injury and Advertising Liability each occurrence;
  - (C) \$2,000,000 General Aggregate;
  - (D) \$1,000,000 Combined Single Limits for Products and Completed Operations Liability;
  - (E) \$1,000,000 Combined Single Limit for Automobile Bodily Injury and Property Damage Liability; each Accident or Loss.
5. The CONTRACTOR represents that Contractor possesses the requisite skill, knowledge, and experience necessary to perform the Services. Contractor represents it has or agrees to obtain and maintain all necessary registrations, licenses, and insurance as may be required by the State of Idaho for the performance of the Services under this Agreement.
6. The CONTRACTOR agrees to assume responsibility for compliance with all applicable federal and state laws with regard to health, safety, and accident prevention, including but not limited to, the Federal Construction Safety Act and Occupational Safety and Health Act of 1970 and any other rules, regulations, and standards relating to the work to be performed by subcontractor under this subcontract and the employment of labor, equipment, and materials herein.
7. The CONTRACTOR, its managers, members, directors, officers, shareholders, agents, and employees shall comply with all federal, state, and local laws, rules, and ordinances. This Agreement does not relieve Contractor of any obligation or responsibility imposed upon Contractor by law. Without limitation, Contractor hereby acknowledges that all writings and documents, including without limitation email, containing information relating to the conduct or administration of the public's business prepared by Contractor for City regardless of physical form or characteristics may be public records pursuant to the Idaho Public Records Act. Contractor further acknowledges that, subject to certain limitations, the public may examine and take a copy of all such public writings and records. Accordingly, Contractor shall maintain such writings and records in such a manner that they may readily identified, retrieved, and made available for such inspection and copying. Should Contractor wish to claim an exemption to disclosure on any record, Contractor shall identify such in advance and assume all costs of defense on any associated legal action to defend such claimed exemption from disclosure.
8. To the fullest extent permitted by law, CONTRACTOR will indemnify, defend, and hold OWNER harmless from and against all liability, claims, losses, costs, expenses, and fees arising out of this project or this AGREEMENT to the extent caused or alleged to have been caused by any negligent or wrongful acts, errors, or omissions of the CONTRACTOR, its agents, employees, subcontractors, or suppliers.
9. All work is to be done in a neat manner. The CONTRACTOR agrees the leave the workplace clean and orderly upon completion of both rough and finish work. All debris will be removed from the premises.



IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in (3) each of which shall be deemed an original on the date first above written.

OWNER:

**CITY OF KETCHUM**

BY: \_\_\_\_\_

Title: \_\_\_\_\_

(SEAL)

ATTEST:

\_\_\_\_\_

Name \_\_\_\_\_  
(Type or Print)

Title: \_\_\_\_\_

CONTRACTOR:

**LUNCEFORD EXCAVATION**

BY: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

(SEAL)

ATTEST:

\_\_\_\_\_

Name: \_\_\_\_\_  
(Type or Print)

Title: \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_

\_\_\_\_\_

a \_\_\_\_\_, hereinafter called Principal, and

\_\_\_\_\_

\_\_\_\_\_

hereinafter called Surety, are held and firmly bound unto

City of Ketchum  
PO Box 2315  
191 5<sup>th</sup> Street West  
Ketchum, ID 83340

hereinafter called OWNER, in the penal sum of one hundred, seventeen thousand, one hundred Dollars (\$117,100.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2024, a copy of which is hereto attached and made a part hereof for the construction of:

.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed there under or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in (3) counterparts, each one of which shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

(SEAL)

By \_\_\_\_\_(s)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_  
(Surety) Secretary

(Seal)

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_

NOTE: Date of BOND must not be prior to date of Contract.  
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
\_\_\_\_\_

a \_\_\_\_\_, hereinafter called Principal, and

\_\_\_\_\_  
\_\_\_\_\_

hereinafter called Surety, are held and firmly bound unto

City of Ketchum  
PO Box 2315  
191 5<sup>th</sup> Street West  
Ketchum, ID 83340

hereinafter called OWNER, in the penal sum of one hundred, seventeen thousand, one hundred Dollars (\$117,100.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2024, a copy of which is hereto attached and made a part hereof for the construction of:  
KETCHUM TRAIL CREEK SEWER MAIN RELOCATION.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof of which may be granted by the OWNER, with or without notice to the Surety and during the two year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in (3) counterparts, each one of which shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

(SEAL)

By \_\_\_\_\_(s)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_  
(Surety) Secretary

(Seal)

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_

NOTE: Date of BOND must not be prior to date of Contract.  
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.



# HIGHWAY 75 - SEWER AND WATER MAIN MODIFICATIONS @ TRAIL CREEK

## KETCHUM, IDAHO

APRIL 2024

SHEET#	DESCRIPTION
C0.1	COVER SHEET
C0.2	SANITARY SEWER NOTES AND DETAIL SHEET
C1.0	SANITARY SEWER MAIN PLAN AND PROFILE

### GENERAL CONSTRUCTIONS NOTES

- ALL CONSTRUCTION SHALL BE IN CONFORMANCE WITH CITY OF KETCHUM STANDARDS AND THE MOST CURRENT EDITION OF THE "IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION" (ISPCW). THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND KEEPING A COPY OF THE CITY OF KETCHUM AND ISPCW STANDARDS ON SITE DURING CONSTRUCTION.
- THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN ON THE PLANS IN AN APPROXIMATE WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING EXISTING UTILITIES PRIOR TO COMMENCING AND DURING THE CONSTRUCTION. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH RESULT FROM HIS FAILURE TO ACCURATELY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. CONTRACTOR SHALL CALL DIGLINE (1-800-342-1585) TO LOCATE ALL EXISTING UNDERGROUND UTILITIES A MINIMUM OF 48 HOURS IN ADVANCE OF EXCAVATION.
- CONTRACTOR SHALL COORDINATE RELOCATIONS OF DRY UTILITY FACILITIES (POWER, CABLE, PHONE, TV) WITH THE APPROPRIATE UTILITY FRANCHISE.
- THE CONTRACTOR SHALL CLEAN UP THE SITE AFTER CONSTRUCTION SO THAT IT IS IN A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED PRIOR TO CONSTRUCTION.
- THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION (THIS INCLUDES, BUT IS NOT LIMITED TO, ENCROACHMENT PERMITS AND NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) CONSTRUCTION GENERAL PERMIT (CGP) PERMIT COVERAGE).
- ALL CLEARING & GRUBBING SHALL CONFORM TO ISPCW SECTION 201.
- ALL EXCAVATION & EMBANKMENT SHALL CONFORM TO ISPCW SECTION 202. SUBGRADE SHALL BE EXCAVATED AND SHAPED TO LINE, GRADE, AND CROSS-SECTION SHOWN ON THE PLANS. THE SUBGRADE SHALL BE COMPACTED TO 95% OF STANDARD DENSITY PER ISPCW SECTION 202. THE CONTRACTOR SHALL WATER OR AERATE SUBGRADE AS NECESSARY TO OBTAIN OPTIMUM MOISTURE CONTENT. IN-LIEU OF DENSITY MEASUREMENTS, THE SUBGRADE MAY BE PROOF-ROLLED TO THE APPROVAL OF THE ENGINEER.
  - PROOF-ROLLING: AFTER EXCAVATION TO THE SUBGRADE ELEVATION AND PRIOR TO PLACING COURSE GRAVEL, THE CONTRACTOR SHALL PROOF ROLL THE SUBGRADE WITH A 5-TON SMOOTH DRUM ROLLER, LOADED WATER TRUCK, OR LOADED DUMP TRUCK, AS ACCEPTED BY THE ENGINEER. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF UNSUITABLE SUBGRADE MATERIAL AREAS, AND/OR AREAS NOT CAPABLE OF COMPACTION ACCORDING TO THESE SPECIFICATIONS. UNSUITABLE OR DAMAGED SUBGRADE IS WHEN THE SOIL MOVES, PUMPS AND/OR DISPLACES UNDER ANY TYPE OF PRESSURE INCLUDING FOOT TRAFFIC LOADS.
  - IF, IN THE OPINION OF THE ENGINEER, THE CONTRACTOR'S OPERATIONS RESULT IN DAMAGE TO, OR PROTECTION OF, THE SUBGRADE, THE CONTRACTOR SHALL, AT HIS OWN EXPENSE, REPAIR THE DAMAGED SUBGRADE BY OVER-EXCAVATION OF UNSUITABLE MATERIAL TO FIRM SUBSOIL, LINE EXCAVATION WITH GEOTEXTILE FABRIC, AND BACKFILL WITH PIT RUN GRAVEL.
- ALL 2" MINUS GRAVEL SHALL CONFORM TO ISPCW 802, TABLE 1, TYPE II. THE AGGREGATE SHALL BE PLACED AND COMPACTED IN CONFORMANCE WITH ISPCW SECTION 802.
- ALL 3/4" MINUS CRUSHED GRAVEL SHALL CONFORM TO ISPCW 802, TABLE 1, TYPE I. THE AGGREGATE SHALL BE PLACED IN CONFORMANCE WITH ISPCW SECTION 802.
- ALL ASPHALTIC CONCRETE PAVEMENT WORK SHALL CONFORM TO ISPCW SECTION(S) 805, 810, AND 811 FOR CLASS II PAVEMENT. ASPHALT AGGREGATE SHALL BE 1/2" (13MM) NOMINAL SIZE CONFORMING TO TABLE 1 IN ISPCW SECTION 803. ASPHALT BINDER SHALL BE PG 58-28.
- ASPHALT SAWCUTS SHALL BE AS INDICATED ON THE DRAWINGS, OR 24" INCHES FROM EDGE OF EXISTING ASPHALT, IF NOT INDICATED OTHERWISE, SO AS TO PROVIDE A CLEAN PAVEMENT EDGE FOR MATCHING. NO WHEEL CUTTING SHALL BE ALLOWED. PRIOR TO REPLACING ASPHALT, THE UNDERLYING SURFACE INCLUDING VERTICAL SAWCUT JOINTS SHALL BE CLEANED OF ALL DEBRIS AND A TACK COAT SHALL BE APPLIED TO ALL CURBS, SAWCUTS, OR OVERLAY SURFACES.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING TRAFFIC CONTROL PER THE CURRENT EDITION OF THE US DEPARTMENT OF TRANSPORTATION MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD). A TRAFFIC CONTROL PLAN SHALL BE APPROVED BY THE CITY OF KETCHUM AND THE IDAHO TRANSPORTATION DEPARTMENT (ITD) PRIOR TO CONSTRUCTION.
- ALL CONCRETE WORK SHALL CONFORM TO ISPCW SECTIONS 701, 703, AND 705. ALL CONCRETE SHALL BE 4,000 PSI MINIMUM, 28 DAY, AS DEFINED IN ISPCW SECTION 703, TABLE 1. IMMEDIATELY AFTER PLACEMENT PROTECT CONCRETE BY APPLYING MEMBRANE-FORMING CURING COMPOUND, TYPE 2, CLASS A PER ASTM C 309-94. APPLY CURING COMPOUND PER MANUFACTURER'S INSTRUCTIONS AND SPECIFICATIONS.
- ALL TRENCHING SHALL CONFORM TO ISPCW STANDARD DRAWING SD-301 (SEE DETAIL 1 / C0.2).
- PER IDAHO CODE § 55-1613, THE CONTRACTOR SHALL RETAIN AND PROTECT ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS; ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS THAT ARE LOST OR DISTURBED BY CONSTRUCTION SHALL BE REESTABLISHED AND RE-MONUMENTED, AT THE EXPENSE OF THE AGENCY OR PERSON CAUSING THEIR LOSS OR DISTURBANCE AT THEIR ORIGINAL LOCATION OR BY SETTING OF A WITNESS CORNER OR REFERENCE POINT OR A REPLACEMENT BENCHMARK OR CONTROL POINT, BY OR UNDER THE DIRECTION OF A PROFESSIONAL LAND SURVEYOR.
- EXISTING SEWER CONDITIONS SHOWN HEREON ARE PER A SURVEY SURVEY CONDUCTED BY GALENA-BENCHMARK ASSOCIATES, RECEIVED ON MAY 23, 2023. ALL OTHER EXISTING CONDITIONS, BOUNDARIES, AND EASEMENTS SHOWN HEREON ARE PER A SURVEY RECEIVED ON APRIL 11, 2023, FROM IDAHO TRANSPORTATION DEPARTMENT (ITD).
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR HIRING A MATERIALS TESTING COMPANY TO VERIFY ALL COMPACTION AND MATERIAL PLAN AND SPECIFICATION REQUIREMENTS ARE MET.

### WATER MAIN CONSTRUCTION NOTES

- WATER MAIN AND SERVICE CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE CITY OF KETCHUM STANDARDS. NO WATER MAIN OR SERVICES SHALL BE BACKFILLED UNTIL THEY HAVE BEEN INSPECTED AND APPROVED BY THE CITY.
- WATER MAINS AND SERVICES SHALL HAVE A MINIMUM COVER OF SIX FEET (6.0'), MEASURED FROM FINISHED GRADE.
- ALL 4" AND LARGER WATER MAINS SHALL BE CONSTRUCTED WITH AWWA C-900, CLASS 235 PVC PIPE. ALL WATER MAINS SHALL BE PRESSURE TESTED IN CONFORMANCE WITH ISPCW SECTION 401.3.6 AND THE CITY OF KETCHUM STANDARDS. TRACER WIRE SHALL BE NO. 12 GAUGE COPPER LOCATING WIRE INSULATED PER ISPCW SECTION 401 AND THE CITY OF KETCHUM SPECIFICATIONS.
- SEE FLUSHING AND DISINFECTION REQUIREMENTS THIS SHEET. ALL BACTERIA TEST RESULTS SHALL BE SUBMITTED TO THE ENGINEER AND THE CITY OF KETCHUM WATER AND SEWER DEPARTMENT FOR FINAL APPROVAL AND ACCEPTANCE PRIOR TO ACTIVATION OF THE WATER MAIN AND SERVICES.
- ALL WATER DISTRIBUTION AND WATER SERVICE INSTALLATION MATERIALS AND CHEMICALS USED TO DISINFECT POTABLE WATER COMPONENTS MUST BE COMPLIANT WITH ANSI/NSF STANDARD 60/61. ALL MATERIALS MUST BE COMPLIANT WITH THE LOW LEAD RULE (<0.25%Pb BY WEIGHT).
- ALL TEES, PLUGS, CAPS AND BENDS SHALL BE SECURED AND ANCHORED BY SUITABLE THRUST BLOCKING (MECHANICAL RESTRAINTS ARE NOT ALLOWED). THRUST BLOCKS SHALL CONFORM TO ISPCW SD-403 AND THE CITY OF KETCHUM STANDARDS.
- ALL VALVES SHALL BE GATE VALVES WITH NON-RISING STEM, "O" RING SEALS, AND TWO-INCH OPERATING NUTS MEETING AWWA STANDARDS PER ISPCW SECTION 402. ALL GATE VALVES LOCATED IN PAVEMENT SHALL BE FITTED WITH CAST IRON VALVE BOXES WITH CONCRETE COLLARS PER ISPCW SD-406 AND THE CITY OF KETCHUM SPECIFICATIONS.
- ALL WATER MAIN FITTINGS SHALL BE DUCTILE IRON CONFORMING TO THE REQUIREMENTS OF AWWA C-110 FOR 250 PSI WORKING PRESSURE. JOINTS ON BURIED VALVES SHALL BE MECHANICAL JOINTS UNLESS OTHERWISE NOTED. FLANGED JOINTS SHOULD IN GENERAL BE AVOIDED UNDERGROUND.
- ALL TAPPING SADDLES SHALL BE CONSTRUCTED FROM T-304 STAINLESS STEEL WITH ANSI/AWWA C-207 CLASS 150 FLANGES. ALL WELDS SHALL CONFORM TO ASTM A-380. THE TEST OUTLET SHALL BE 3/4" NPT WITH 3/4" NPT PLUG.
- ALL WATER MAINS SHALL COMPLY WITH IDAPA 58.01.08.542.07.a AND IDAPA 58.01.08.542.07.b WHICH ADDRESS THE REQUIREMENTS FOR SEPARATION DISTANCES BETWEEN POTABLE WATER LINES (INCLUDING MAINS AND SERVICE LINES) WITH NON-POTABLE LINES (SEE ILLUSTRATION OF THESE SEPARATION REQUIREMENTS ON THIS SHEET). IN ADDITION, WATER MAINS SHALL BE CONSTRUCTED WITH AT LEAST 25 FEET HORIZONTAL SEPARATION FROM INFILTRATION TRENCHES AND DRY WELLS.
- ALL WATER SERVICES SHALL BE IN COMPLIANCE WITH ISPCW SECTION 404 AND THE CITY OF KETCHUM STANDARDS. A USC EC APPROVED REDUCED PRESSURE BACKFLOW ASSEMBLY (RPBA) SHALL BE INSTALLED ON PRIMARY SERVICE CONNECTIONS (INCLUDING FIRE SUPPRESSION SERVICES, IF APPLICABLE) IN ACCORDANCE WITH THE CITY OF KETCHUM WATER DEPARTMENT, FIRE MARSHAL, PLUMBING BUREAU, AND STATE OF IDAHO BACKFLOW PREVENTION REQUIREMENTS. IN AREAS WHERE MULTIPLE WATER SERVICE LINES ARE IN SAME TRENCH SEPARATE LINES BY 6".
- THE CONTRACTOR SHALL KEEP THE EXISTING WATER DISTRIBUTION SYSTEM LIVE, TO THE GREATEST EXTENT POSSIBLE, WHILE INSTALLING THE NEW WATER MAIN AND SERVICES MINIMIZING DISRUPTION TO EXISTING WATER SYSTEM USERS. THE NEW WATER MAIN AND SERVICES SHALL BE INSTALLED, BACKFILLED, PRESSURE TESTED AND DISINFECTED AND FLUSHED PRIOR TO CONNECTING THE NEW MAIN TO THE EXISTING MAIN. THE MAXIMUM ALLOWABLE SERVICE OUTAGE FOR ANY SHUTDOWN IS 4 HOURS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROMPTLY REMOVING AND DISPOSING OF WATER ENTERING THE TRENCH DURING THE TIME THE TRENCH IS BEING PREPARED FOR INSTALLATION OF THE UTILITY, INCLUDING COMPLETION OF BACKFILL OF THE PIPE ZONE, AT NO ADDITIONAL COST TO THE OWNER. THE CONTRACTOR SHALL DISPOSE OF THE WATER IN A SUITABLE MANNER WITHOUT CAUSING DAMAGE TO PROPERTY.
- EXTRA FITTINGS MAY BE NECESSARY IN ADDITION TO THOSE SHOWN HEREON TO CONTROL ELEVATION AND AVOID UNDERGROUND CONFLICTS.

### SEWER MAIN CONSTRUCTION NOTES

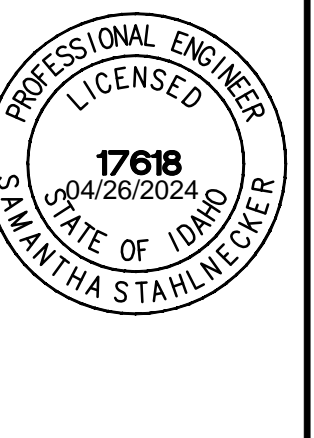
- ALL CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE "IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION" (ISPCW) AND THE CITY OF KETCHUM STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND KEEPING A COPY OF THE ABOVE STANDARDS AND SPECIFICATIONS AND A SET OF PLANS STAMPED WITH THE DEQ APPROVAL STAMP AND A COPY OF THE DEQ APPROVAL LETTER ON SITE AT ALL TIMES DURING CONSTRUCTION.
- ALL MAINS AND SERVICES SHALL COMPLY WITH IDAPA 58.01.08.542.07.a AND IDAPA 58.01.08.542.07.b WHICH ADDRESS THE REQUIREMENTS FOR SEPARATION DISTANCES BETWEEN POTABLE WATER LINES (INCLUDING MAINS AND SERVICE LINES) WITH NON-POTABLE LINES (SEE ILLUSTRATION OF THESE SEPARATION REQUIREMENTS ON SHEET C0.2, DETAIL 2). IN ADDITION, WATER MAINS SHALL BE CONSTRUCTED WITH AT LEAST 25 FEET HORIZONTAL SEPARATION FROM INFILTRATION TRENCHES AND DRY WELLS.
- THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN ON THE PLANS IN AN APPROXIMATE WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING EXISTING UTILITIES DURING THE CONSTRUCTION. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH RESULT FROM HIS FAILURE TO ACCURATELY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
- THE CONTRACTOR SHALL VERIFY THE LOCATION AND ELEVATION OF ALL EXISTING WATER AND SEWER MAINS AT ALL PROPOSED CROSSINGS. SOME RELOCATION OF WATER AND SEWER MAINS MAY BE REQUIRED IN ADDITION TO THOSE SHOWN ON THE PLANS.
- POTABLE/NON-POTABLE CROSSINGS SHALL COMPLY WITH ISPCW STANDARD DRAWING NO. SD-407 AND IDAPA SECTION 58.01.08.542.07.
- THE CONTRACTOR SHALL BE REQUIRED TO OBTAIN ALL NECESSARY PERMITS PRIOR TO EXCAVATION.
- ALL SEWER SERVICE STUBS SHALL BE MARKED AND CAPPED WITH A GREEN PAINTED METAL FENCE POST. SEWER SERVICE LINES SHALL BE PLACED AT A SLOPE OF 2%, WITH MARKERS PER ISPCW. CLEANOUTS ARE REQUIRED AT CHANGES IN ALIGNMENT, GRADE, AND MINIMUM 150' LENGTH.
- ALL PIPE SHALL BE BEDDED WITH (ISPCW) TYPE I BEDDING MATERIAL.
- TRENCHES SHALL BE BACK FILLED AND COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99.
- THE CONTRACTOR SHALL PRESSURE TEST ALL SEWER MAINS AND SEWER SERVICE CONNECTIONS IN ACCORDANCE WITH THE "IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION" AND THE SVWSD STANDARDS. NO SEWER MAIN OR SERVICE SHALL BE BACKFILLED UNTIL THEY HAVE BEEN INSPECTED AND APPROVED BY THE SVWSD AND ENGINEER. THE CONTRACTOR SHALL PROVIDE A MINIMUM OF TWENTY-FOUR (24) HOURS' NOTICE TO THE SVWSD AND ENGINEER PRIOR TO TESTING. REFER TO HAILEY CODE SECTION 18.10.012.
- ALL SEWER MAINS SHALL BE CONSTRUCTED OF PVC PIPE CONFORMING TO ASTM D3034 SDR 35. MINIMUM PIPE DIAMETER FOR GRAVITY SEWER MAINS SHALL BE 8-INCHES. MINIMUM SLOPE FOR 8-INCH SEWER MAIN SHALL BE 0.4%. INSTALL PIPE AT SLOPES INDICATED ON PLANS.
- MANHOLES SHALL BE CONSTRUCTED IN ACCORDANCE WITH ISPCW STANDARD DRAWING SD-501. MINIMUM DIAMETER SHALL BE 48 INCHES, AT ALL PIPE INTERSECTION, CHANGES IN ALIGNMENT, CHANGES IN GRADE, AND AT TERMINAL ENDS.



VICINITY MAP  
N.T.S.

**CIVIL ENGINEER**  
SAMANTHA STAHLNECKER, PE  
OPAL ENGINEERING, PLLC  
416 S. MAIN STREET SUITE 204  
PO BOX 2530  
HAILEY, IDAHO 83333

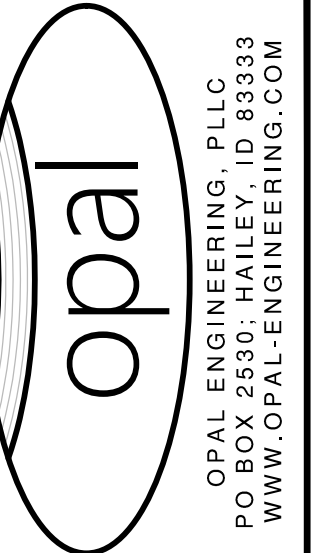
PURPOSE: ISSUE FOR BID (04/26/2024)



COVER SHEET  
HIGHWAY 75- SEWER AND WATER MAIN MODIFICATIONS AT TRAIL CREEK  
PREPARED FOR CITY OF KETCHUM

22036  
PROJECT NUMBER

C0.1



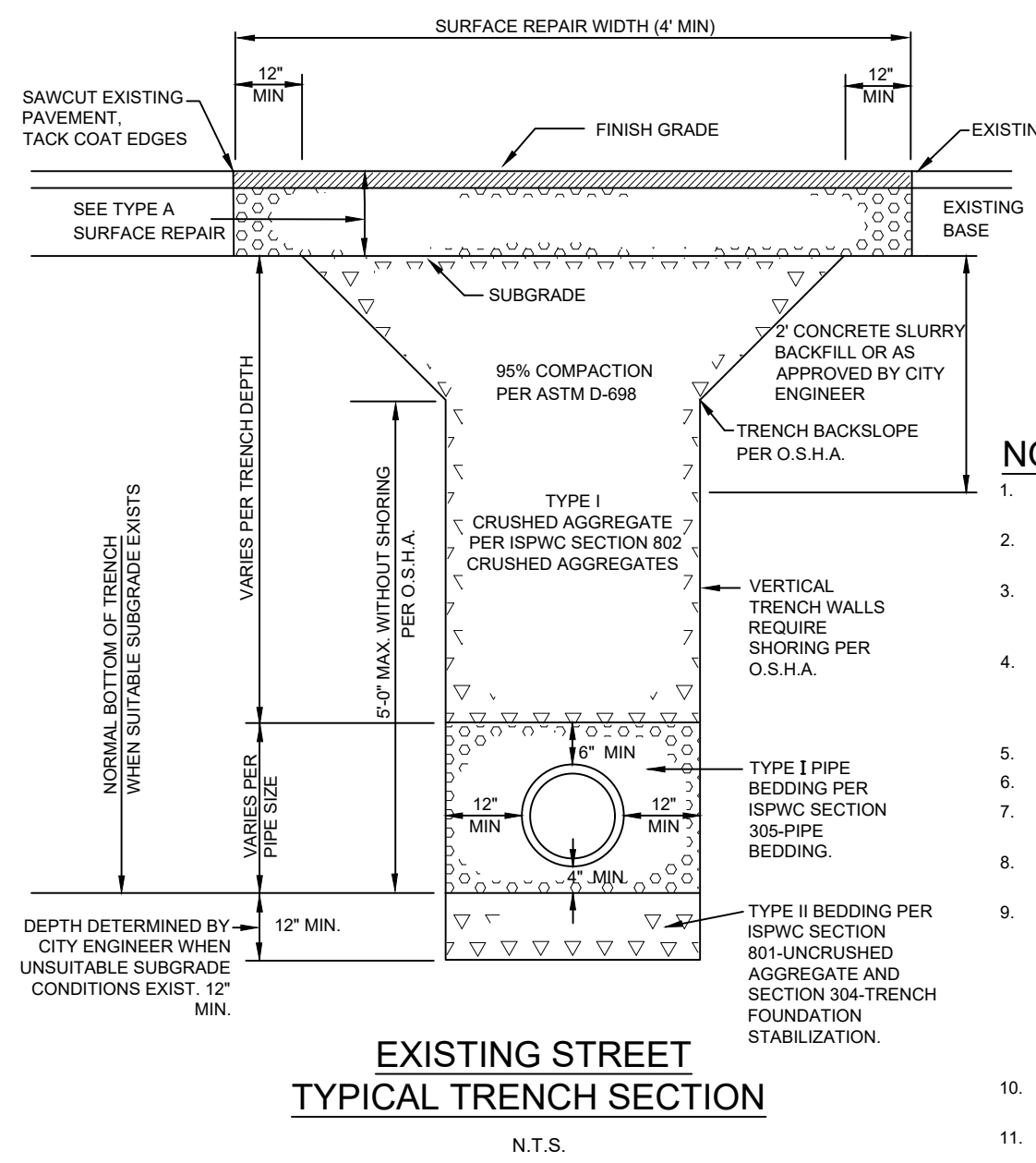


**FLUSHING AND DISINFECTION**

- A. FLUSHING PRIOR TO DISINFECTION
  1. BEFORE CHLORINATION, FLUSH THE MAINS THOROUGHLY AFTER THE PRESSURE AND LEAKAGE TEST ARE COMPLETE.
  2. USE A MINIMUM FLUSHING VELOCITY IN THE MAIN OF 2.5 FEET/SECOND.
  3. IF NO HYDRANT IS INSTALLED AT THE END OF THE MAIN, PROVIDE A TAP OF THE SIZE SUFFICIENT TO PRODUCE A VELOCITY IN THE MAIN OF AT LEAST 2.5 FEET/SECOND.
  4. TABLE 1 SHOWS THE RATES OF FLOW REQUIRED TO PRODUCE A VELOCITY OF 2.5 FEET/SECOND IN VARIOUS SIZE PIPES.
  5. EXERCISE EXTREME CARE AND CONDUCT A THOROUGH INSPECTION DURING THE WATER MAIN LAYING TO PREVENT AND DETECT SMALL STONES, PIECES OF CONCRETE, PARTICLES OF MATERIAL, OR OTHER FOREIGN MATERIAL THAT MAY HAVE ENTERED THE MAINS.
  6. CLEAN LARGE MATERIAL BY FLUSHING AND INSPECTING ALL HYDRANTS ON THE LINES TO ENSURE THAT THE ENTIRE VALVE OPERATING MECHANISM OF EACH HYDRANT IS IN GOOD CONDITION.

**B. DISINFECTION OF WATER PIPES**

1. GENERAL
  - a. COMPLY WITH ANSI/AWWA C 651: DISINFECTING WATER MAINS, THESE SPECIFICATIONS, AND ENGINEER'S DIRECTION.
  - b. KEEP THE INTERIOR OF ALL PIPE, FITTINGS AND APPURTENANCES FREE FROM DIRT, HEAVY AND FOREIGN PARTICLES.
  - c. DISINFECT ALL WATER PIPES AND APPURTENANCES PRIOR TO PLACING IN SERVICE.
2. FORM OF CHLORINE USED TO BE PRE-APPROVED BY THE ENGINEER.
  - a. LIQUID CHLORINE
    - 1) FORM: LIQUID CONTAINING 100% AVAILABLE CHLORINE UNDER PRESSURE IN STEEL CONTAINERS.
    - 2) STANDARD: ANSI/AWWA B 301.
    - 3) EXECUTION: USED ONLY BY TRAINED PERSONNEL WITH APPROPRIATE GAS-FLOW CHLORINATORS AND EJECTORS.
    - 4) AUTHORIZATION: ONLY WITH WRITTEN AUTHORIZATION OF THE ENGINEER.
  - b. SODIUM HYPOCHLORITE
    - 1) FORM: LIQUID CONTAINING APPROXIMATELY 5% TO 15% AVAILABLE CHLORINE.
    - 2) STANDARD: ANSI/AWWA B 300.
  - c. CALCIUM HYPOCHLORITE
    - 1) FORM: GRANULAR OR IN 5G TABLETS CONTAINING APPROXIMATELY 65% AVAILABLE CHLORINE BY WEIGHT.
    - 2) STANDARD: ANSI/AWWA B 300.
3. METHODS OF CHLORINATION USED TO BE PRE-APPROVED BY THE ENGINEER.
  - a. TABLET OR GRANULE METHOD
    - 1) SOLUTION STRENGTH: 25 MG/L MINIMUM.
    - 2) USE: ONLY IF THE PIPES AND APPURTENANCES ARE KEPT CLEAN AND DRY DURING CONSTRUCTION. DO NOT USE SOLVENT WELDED PLASTIC OR SCREWED JOINT STEEL PIPE.
    - 3) PLACEMENT WHEN USING GRANULES: DURING CONSTRUCTION, PLACE CALCIUM HYPOCHLORITE GRANULES AT THE UPSTREAM END OF EACH BRANCH MAIN, AND AT 500-FOOT INTERVALS.
    - 4) GRANULAR QUANTITY: REFER TO TABLE 2
    - 5) PLACEMENT WHEN USING TABLETS: DURING CONSTRUCTION, PLACE 5G CALCIUM HYPOCHLORITE TABLETS IN EACH SECTION OF PIPE AND ALSO PLACE ONE TABLET IN EACH HYDRANT, HYDRANT BRANCH AND OTHER APPURTENANCES. ATTACH TABLETS TO THE INSIDE OF THE PIPE USING AN ADHESIVE SUCH AS PERMATEX NO. 2 OR APPROVED SUBSTITUTION. ASSURE NO ADHESIVE IS ON THE TABLET EXCEPT ON THE BROAD SIDE ATTACHED TO THE SURFACE OF THE PIPE. ATTACH ALL THE TABLETS AT THE INSIDE TIP OF THE MAIN, WITH APPROXIMATELY EQUAL NUMBERS OF TABLETS AT EACH END OF A GIVEN PIPE LENGTH. IF THE TABLETS ARE ATTACHED BEFORE THE PIPE SECTION IS PLACED IN THE TRENCH, MARK THEIR POSITION ON THE SECTION SO IT CAN BE READILY DETERMINED THAT THE PIPE IS INSTALLED WITH THE TABLETS AT THE TOP.
    - 6) TABLET QUANTITY: REFER TO TABLE 3
      - (1) ADJUST FOR PIPE LENGTH OTHER THAN 18 FEET.
      - (2) BASED ON 3.25G AVAILABLE CHLORINE PER TABLET.
      - (3) FILLING PROCEDURE: WHEN GRANULE OR TABLET INSTALLATION HAS BEEN COMPLETED, FILL THE MAIN WITH CLEAN WATER AT A VELOCITY NOT EXCEEDING 1 FPS. TAKE PRECAUTIONS TO ASSURE THAT AIR POCKETS ARE ELIMINATED. LEAVE THIS WATER IN THE PIPE FOR AT LEAST 24 HOURS. IF THE WATER TEMPERATURE IS LESS THAN 41° F, LEAVE THE WATER IN THE PIPE FOR AT LEAST 48 HOURS. POSITION VALVE SO THAT THE CHLORINE SOLUTION IN THE MAIN BEING TREATED WILL NOT FLOW INTO WATER MAINS IN ACTIVE SERVICE.
  - b. CONTINUOUS FEED METHOD
    - 1) SOLUTION STRENGTH: DOSE AT 25 MG/L FOR 4 HOURS.
    - 2) RESIDUAL: 10 MG/L AT 24 HOURS.
    - 3) DOSING METHODS:
      - a) LIQUID CHLORINE: SOLUTION FEED VACUUM-OPERATED CHLORINATOR IN COMBINATION WITH A BOOSTER PUMP.
      - b) DIRECT FEED: NOT ALLOWED.
      - c) HYPOCHLORITE SOLUTION: CHEMICAL FEED PUMP DESIGNED FOR FEEDING CHLORINE SOLUTIONS.
      - d) CALCIUM HYPOCHLORITE GRANULES: REFER TO PREVIOUS SECTION.
    - 4) FILLING PROCEDURE: USE APPROVED SOURCE TO FLOW CLEAN WATER AT A CONSTANT, MEASURED RATE INTO THE NEWLY LAID WATER MAIN. FILL AT A POINT NOT MORE THAN 10 FEET DOWNSTREAM FROM THE BEGINNING OF THE NEW MAIN. MEASURE THE CHLORINE CONCENTRATION AT REGULAR INTERVALS AND ENSURE A 25 MG/L DOSE. POSITION VALVES SO THAT THE CHLORINE SOLUTION IN THE MAIN BEING TREATED DOES NOT FLOW INTO WATER MAINS IN ACTIVE SERVICE. DO NOT STOP CHLORINE APPLICATION UNTIL THE ENTIRE MAIN IS FILLED WITH CHLORINATED WATER. RETAIN THE CHLORINATED WATER IN THE MAIN FOR AT LEAST 4 HOURS, OPERATING ALL VALVES AND HYDRANTS IN THE SECTION TREATED. AT THE END OF THE 24 HOUR PERIOD, VERIFY THE TREATED WATER IN ALL PORTIONS OF THE MAIN HAS RESIDUAL OF 10 MG/L FREE CHLORINE.
  - c. SLUG METHOD
    - 1) SOLUTION STRENGTH: 100 MG/L.
    - 2) DOSING METHODS: PER ENGINEER'S DIRECTION.
    - 3) FILLING PROCEDURE: USE APPROVED SOURCE TO FLOW CLEAN WATER AT A CONSTANT, MEASURED RATE INTO THE NEWLY LAID WATER MAIN. FILL AT A POINT NOT MORE THAN 10 FEET DOWNSTREAM FROM THE BEGINNING OF THE NEW MAIN. MEASURE CONCENTRATION AT REGULAR INTERVALS TO ENSURE 100 MG/L DOSE. APPLY THE CHLORINE CONTINUOUSLY AND FOR THE TIME REQUIRED TO DEVELOP A SOLID COLUMN OR "SLUG" OF CHLORINATED WATER THAT WILL, AS IT MOVES THROUGH THE MAIN, EXPOSE ALL INTERIOR SURFACES TO A 100 MG/L FOR AT LEAST 3 HOURS. MEASURE THE CHLORINE RESIDUAL IN THE SLUG AS IT MOVES THROUGH THE MAIN. IF AT ANY TIME IT DROPS BELOW 50 MG/L, STOP FLOW AND RELOCATE CHLORINATION EQUIPMENT AT THE HEAD OF THE SLUG. AS FLOW IS RESUMED, ADD CHLORINE TO RESTORE THE FREE CHLORINE IN THE SLUG TO NOT LESS THAN 100 MG/L. AS THE CHLORINATED WATER FLOWS PAST FITTINGS AND VALVES, OPERATE VALVES AND HYDRANTS TO DISINFECT APPURTENANCES AND PIPE BRANCHES.
4. FINAL FLUSHING
  1. AFTER THE RETENTION PERIOD, FLUSH THE CHLORINATED WATER FROM THE MAIN UNTIL CHLORINE MEASUREMENTS SHOW THAT THE CONCENTRATION IN THE WATER LEAVING THE MAIN IS NO HIGHER THAN THAT IN THE SYSTEM, OR IS ACCEPTABLE FOR DOMESTIC USE.
  2. DISPOSAL OF FLUSHING WATER TO BE DONE IN A MANNER SO THAT IT DOES NOT:
    - a. REACH SURFACE WATERS OR WATERS OF THE STATE
    - b. DAMAGE SURROUNDING PROPERTIES
    - c. TAKE PLACE DURING PERIODS WHEN THE AMBIENT TEMPERATURE IS ABOVE 85° WITHOUT PRIOR APPROVAL OF THE ENGINEER
    - d. IF WATER CAN NOT BE RETAINED ON SITE AND IF IT IS NOT ALLOWED TO ENTER THE SANITARY SEWER COLLECTION SYSTEM, WATER SHALL BE DECHLORINATED TO HAVE A MAXIMUM AVAILABLE CHLORINE CONCENTRATION OF 0.13 MG/L AND THE APPROPRIATE PRIVATE, FEDERAL AND STATE DISCHARGE AND DISPOSAL REGULATIONS SHALL BE ACQUIRED PRIOR TO COMMENCEMENT OF FLUSHING ACTIVITIES. SHOULD THERE BE A POTENTIAL FOR THE GROUNDWATER RULE TO BE VIOLATED AS A RESULT OF A CHLORINATED DISCHARGE THE ENGINEER SHALL COORDINATE DISPOSAL WITH REGIONAL DEQ STAFF PRIOR TO FLUSHING.
5. BACTERIOLOGICAL TESTS
  1. AFTER FINAL FLUSHING AND BEFORE THE WATER MAIN IS PLACED IN SERVICE, TEST SAMPLES COLLECTED FROM THE MAIN(S) FOR COLIFORM BACTERIA. TAKE 2 SAMPLES FROM EACH LOCATION AT LEAST 24 HOURS APART
  2. UNLESS OTHERWISE DIRECTED BY THE ENGINEER, COLLECT SAMPLES FROM EACH 1,200 FEET ON THE NEW MAIN AND ONE FROM EACH BRANCH.
6. REDISINFECTION
  1. IF THE INITIAL DISINFECTION FAILS TO PRODUCE APPROVED BACTERIOLOGICAL SAMPLES, REFLUSH AND RESAMPLE THE MAIN.
  2. IF CHECK SAMPLES SHOW BACTERIAL CONTAMINATION, RE-CHLORINATE THE MAIN UNTIL APPROVED RESULTS ARE OBTAINED.
7. SWABBING
  1. IF CONNECTIONS ARE NOT DISINFECTED ALONG WITH THE NEWLY INSTALLED MAIN, SWAB OR SPRAY THE INTERIOR OF ALL PIPES AND FITTINGS USED IN MAKING THE CONNECTIONS WITH A 1% HYPOCHLORITE SOLUTION BEFORE INSTALLATION.



**1**  
C.O.2 TRENCH AND SURFACE REPAIR DETAIL  
N.T.S.

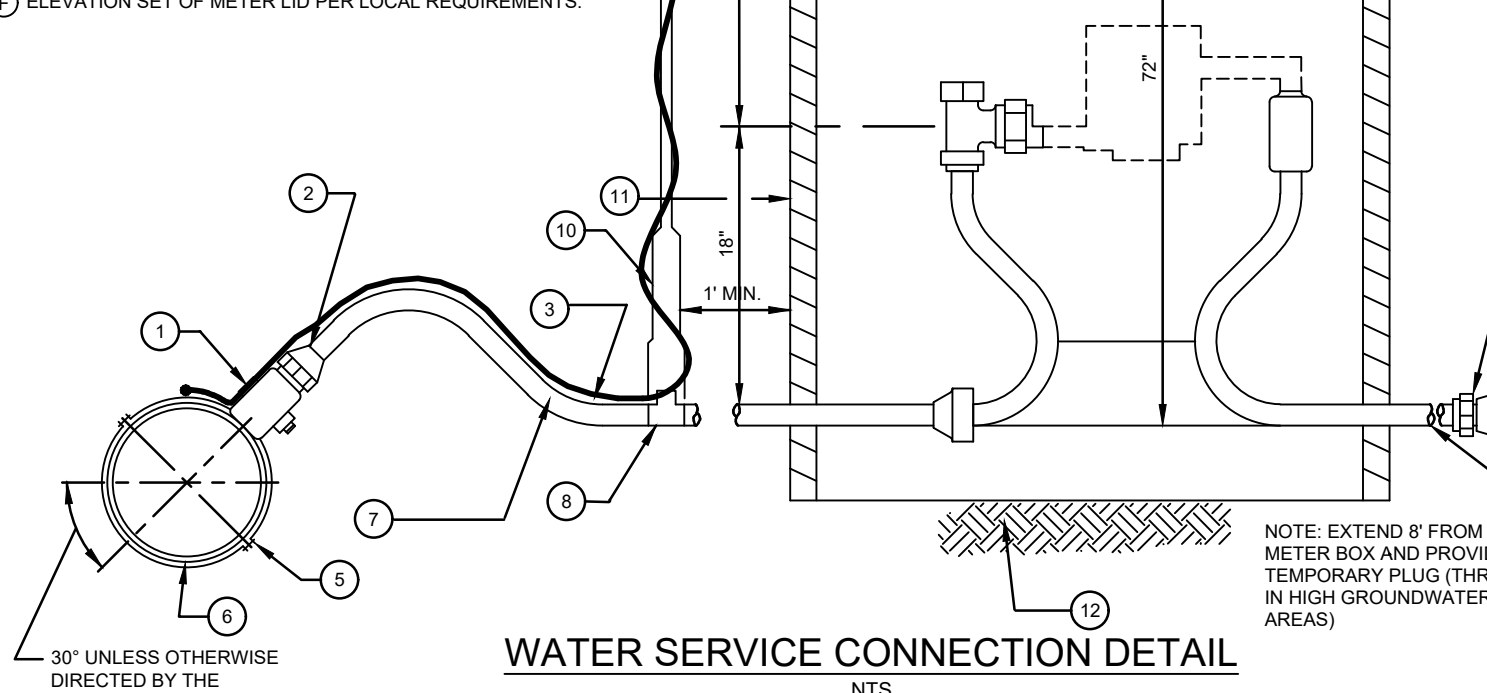
**TYPE A SURFACE REPAIR AND BASE**  
N.T.S.

**NOTES**

1. TYPE I PIPE BEDDING MATERIAL SHALL MEET THE REQUIREMENTS OF THE CURRENT EDITION OF THE ISWPC STANDARDS-SECTION 305-PIPE BEDDING.
2. TYPE II PIPE BEDDING MATERIAL SHALL MEET THE REQUIREMENTS OF THE CURRENT EDITION OF THE ISWPC STANDARDS-SECTION 305-PIPE BEDDING.
3. WHERE 25% OR MORE OF ANY PORTION OF THE SURFACE AREA OF ANY PAVEMENT HAS BEEN DAMAGED WITHIN THE PROJECT LIMITS, FULL WIDTH RESTORATION SHALL BE REQUIRED. ANY STRIP OF REMAINING PAVEMENT LESS THAN 2 FEET IN WIDTH ALONG CURB AND CUTTERS OR PAVEMENT EDGE SHALL BE REMOVED AND REPLACED.
4. NATIVE MATERIALS MAY BE USED FOR BACKFILL UNLESS, IN THE SOLE OPINION OF THE CITY ENGINEER, THE NATIVE MATERIAL IS FOUND TO BE UNSTABLE. THEN 8 INCH MINUS AGGREGATE, WHICH MEETS THE REQUIREMENTS OF THE CURRENT EDITION OF THE ISWPC STANDARDS-SECTION 801-UNCRUSHED AGGREGATE OR CRUSHED AGGREGATE, WHICH MEETS THE REQUIREMENTS OF THE CURRENT EDITION OF THE ISWPC STANDARDS-SECTION 802-CRUSHED AGGREGATE, WILL BE REQUIRED AS BACKFILL.
5. THE COMPLETED PATCH SHALL NOT DEVIATE FROM EXISTING SURFACE MORE THAN .02 FT/10 FT IN ANY DIRECTION.
6. THE COMPLETED PATCH SHALL NOT POND WATER IN EXCESS OF .02 FEET IN DEPTH.
7. SURFACE REPAIR IN GRAVEL SHOULDER AREAS WITHIN 3 FEET OF PAVEMENT EDGE SHALL BE 3 INCH DEPTH OF TYPE I CRUSHED AGGREGATE PER THE CURRENT EDITION OF THE ISWPC STANDARDS-SECTION 802-CRUSHED AGGREGATE.
8. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE OF STREET REPAIR FOR ONE YEAR AFTER INSTALLATION. PUC REGULATED UTILITIES SHALL BE RESPONSIBLE FOR A PERIOD OF THREE YEARS.
9. ALL UTILITY CROSSINGS, INCLUDING BUT NOT LIMITED TO POWER, TELEPHONE, CABLE TV, GAS, AND WATER SERVICES, WHICH CROSS EXISTING PAVED ROADS SHALL BE CONSTRUCTED BY HORIZONTAL BORING. OPEN CUTS ACROSS PAVED ROADWAYS WILL ONLY BE ALLOWED AFTER A MINIMUM OF THREE FAILED ATTEMPTS WITH APPROVED BORING TOOLS. WHEN UTILITY MAINS ARE LOCATED UNDER EXISTING PAVEMENT, OPEN CUTS WILL BE ALLOWED AND BORING IS NOT REQUIRED. IF IN THE JUDGMENT OF THE CITY ENGINEER, BORING MAY BE DETRIMENTAL TO THE HEALTH, SAFETY, OR WELFARE OF THE PUBLIC, BORING WILL NOT BE REQUIRED AND TRENCHING WILL BE ALLOWED. A SIX FOOT TRENCH, TWO FEET DEEPER THAN THE PROPOSED UTILITY SHALL BE EXCAVATED ADJACENT TO THE EDGE OF PAVEMENT FOR EVALUATION OF SOIL CONDITIONS BY THE CITY ENGINEER TO DETERMINE IF BORING SHALL BE ATTEMPTED OR IF TRENCHING WILL BE ALLOWED.
10. ALL TRENCHES SHALL BE REPAVED WITHIN 72 HOURS OF STARTING THE WORK UNLESS PRIOR APPROVAL TO DELAY REPAVING HAS BEEN PROVIDED BY THE CITY ENGINEER.
11. CONCRETE SLURRY MIX DESIGN  
COARSE AGGREGATE (3/8" MINUS) 2,600 LBS  
SAND 800 LBS  
CEMENT 94 LBS (MAX)  
WATER 11 GALS (MAX)

**NOTES:**

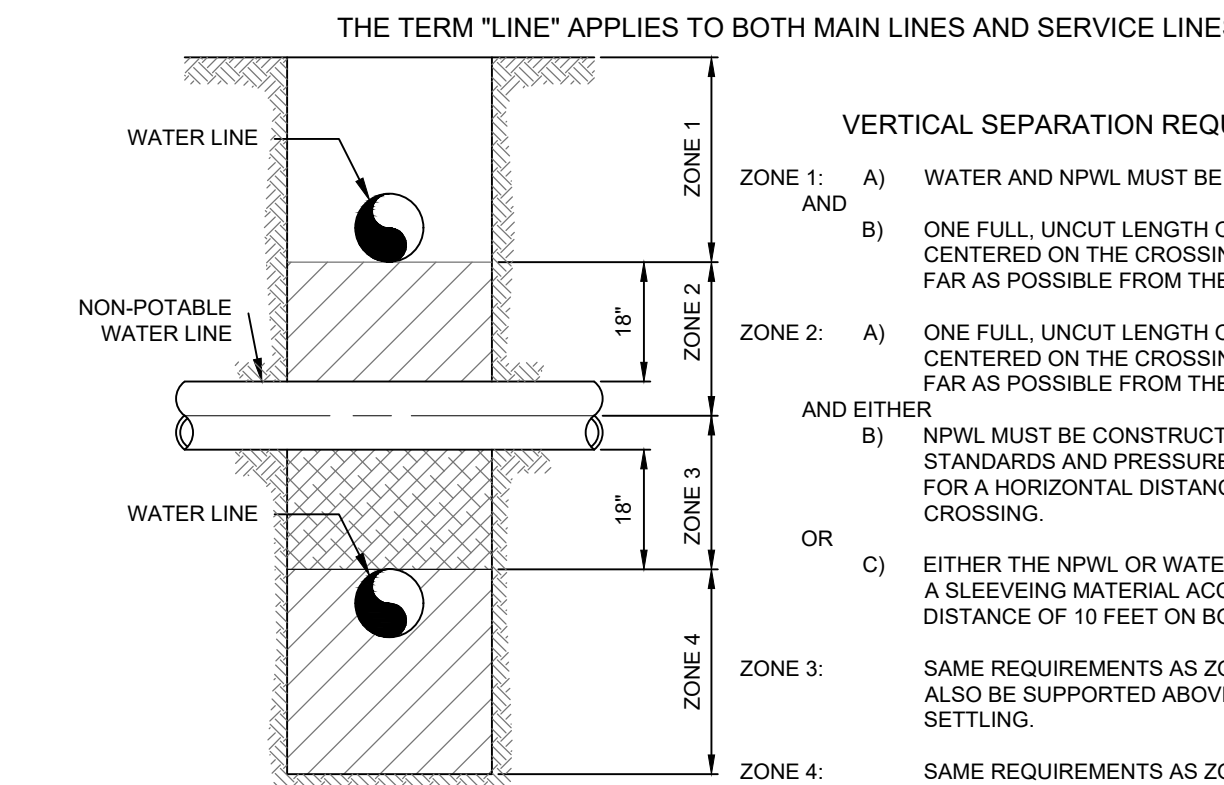
- ④ ALL PRODUCTS AS LISTED OR APPROVED SUBSTITUTIONS.
- ⑥ NO GALVANIZED PIPE OR YELLOW BRASS FITTINGS TO BE USED.
- ⑦ SERVICE PIPE: ULTRA HIGH MOLECULAR WEIGHT POLYETHYLENE PIPE SDR 9, CLASS 200 IN IRON PIPE SIZE (DRISCO PIPE 800 ULTRA LINE) 1".
- ⑩ SADDLE COUPLINGS: USED FOR CONNECTION OF ALL SERVICE LINES TO PVC MAIN. SERVICE SADDLES: EPOXY COATED STEEL WITH STAINLESS STEEL BAND AND MUELLER THREADS, TYPE IPS.
- ⑪ NO SERVICE CONNECTIONS WITHIN 18 INCHES OF THE PIPE ENDS. STAGGER MULTIPLE CONNECTIONS MADE ON THE SAME JOINT OF PIPE ALONG THE CIRCUMFERENCE AND SEPARATED BY A MINIMUM OF 18 INCHES OR SIX PIPE B MAXIMUM TWO (2) SERVICE CONNECTIONS PER STICK OF PIPE.
- ⑫ ELEVATION SET OF METER LID PER LOCAL REQUIREMENTS.



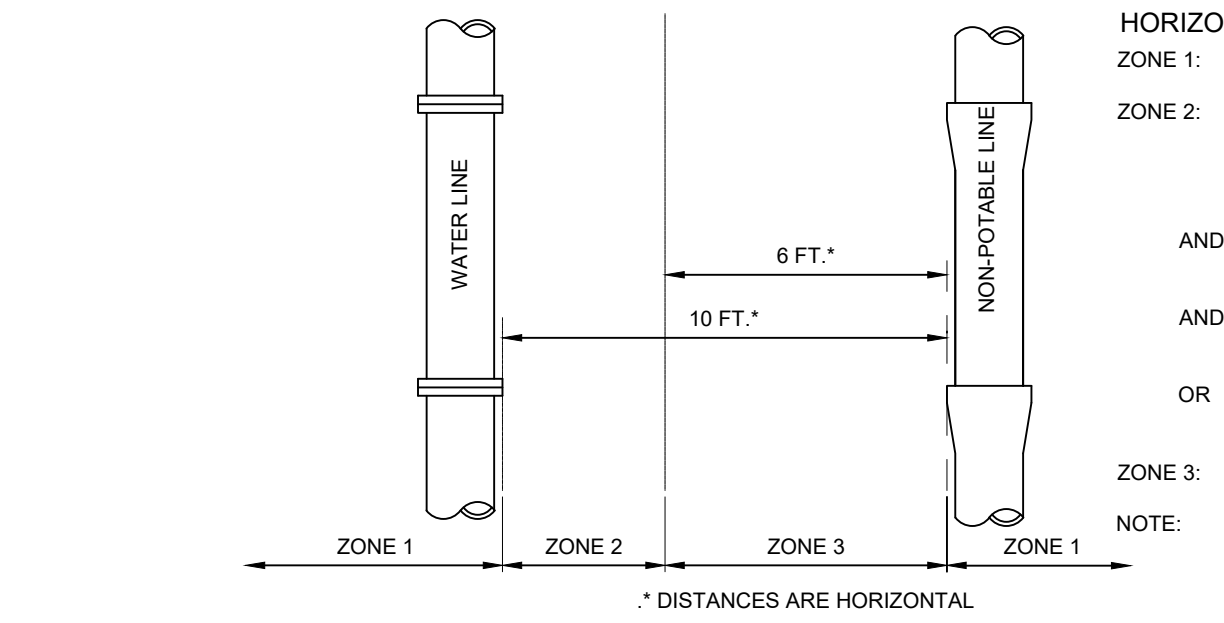
**LEGEND**

- ① CORP STOP WITH COMPRESSION COUPLING FORD MODEL F-1100 OR APPROVED EQUAL.
- ② MUELLER H-15072.
- ③ NO. 12 COPPER FINDER WIRE. SEE SD-S14 FOR SPLICING.
- ④ MUELLER 18" DIA OPENING LID OR APPROVED EQUAL.
- ⑤ 2" DIA HOLE IN LID FOR RADIO READ UNIT. LIDS AND FRAMES LOCATED IN PAVED OR GRAVEL AREAS WHICH WILL RECEIVE VEHICULAR TRAFFIC SHALL BE H20 RATED, DML SUPPLY D-6016 RING WITH SOLID LID OR APPROVED EQUAL.
- ⑥ STAINLESS STEEL SADDLE.
- ⑦ WATER MAIN.
- ⑧ 1" SERVICE LINE, 200 PSI POLY PIPE WITH INSERTS (TYP.) NO SPLICING IS ALLOWED.
- ⑨ FORD MODEL B-111 RESILIENT SEAT CURB BALL VALVE OR APPROVED EQUAL.
- ⑩ DOUBLE PURPOSE COUPLING.
- ⑪ STANDARD KETCHUM STYLE VALVE BOX WITH ERIE STYLE LID AND ATTACHED ROD.
- ⑫ 18" DIA. X 72" DEEP MUELLER THERMA COIL METER VAULT OR APPROVED EQUAL.
- ⑬ FIRM UNDISTURBED EARTH (SET THE ON 7' X 2' DIAMETER PRECAST CONCRETE BLOCK IF OVER EXCAVATION OCCURS).
- ⑭ PROVIDE TEMPORARY PLUG (THREADED IN HIGH WATER AREAS).

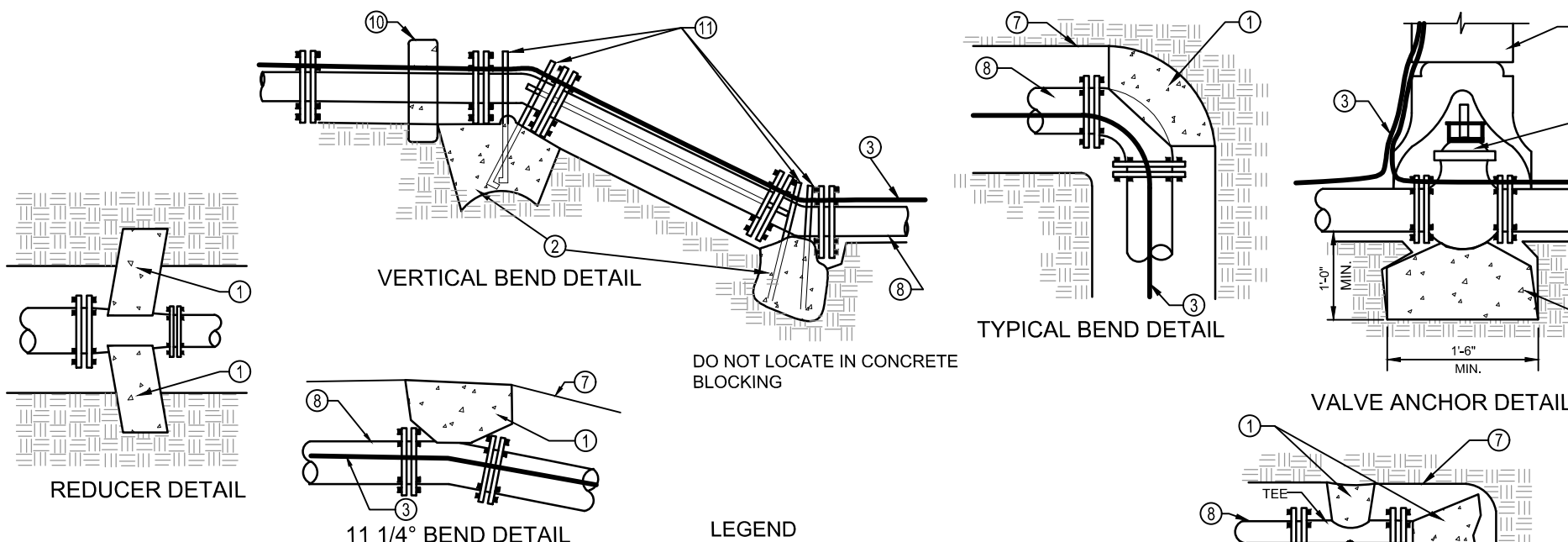
**2**  
C.O.2 WATER SERVICE CONNECTION (1")  
N.T.S.



- VERTICAL SEPARATION REQUIREMENTS**
- ZONE 1: A) WATER AND NPWL MUST BE SEPARATED BY AT LEAST 18" AND B) ONE FULL, UNCUT LENGTH OF BOTH PWL AND NPWL PIPE MUST BE CENTERED ON THE CROSSING SO THAT THE JOINTS ARE AS FAR AS POSSIBLE FROM THE CROSSING.
- ZONE 2: A) ONE FULL, UNCUT LENGTH OF BOTH PWL AND NPWL PIPE MUST BE CENTERED ON THE CROSSING SO THAT THE JOINTS ARE AS FAR AS POSSIBLE FROM THE CROSSING.
- AND EITHER B) NPWL MUST BE CONSTRUCTED TO WATER MAIN STANDARDS AND PRESSURE TESTED FOR WATER TIGHTNESS FOR A HORIZONTAL DISTANCE OF 10 FEET ON BOTH SIDES OF CROSSING.
- OR C) EITHER THE NPWL OR WATER LINE OR BOTH MUST BE ENCASED WITH A SLEEVEING MATERIAL ACCEPTABLE TO DEQ FOR A HORIZONTAL DISTANCE OF 10 FEET ON BOTH SIDES OF THE CROSSING.
- ZONE 3: SAME REQUIREMENTS AS ZONE 2 EXCEPT THE NPWL MUST ALSO BE SUPPORTED ABOVE THE CROSSING TO PREVENT SETTLING.
- ZONE 4: SAME REQUIREMENTS AS ZONE 1 EXCEPT THE NPWL MUST ALSO BE SUPPORTED ABOVE THE CROSSING TO PREVENT SETTLING.



**4**  
C.O.2 POTABLE AND NON-POTABLE WATER LINE (NPWL) SEPARATION  
N.T.S.



**LEGEND**

- ① FOR HORIZONTAL PIPE BENDS, BEARING THRUST BLOCKS MUST PROVIDE 2500 PSI CONCRETE POURED AGAINST UNDISTURBED EARTH PER TABLE 1.
  - ② FOR VERTICAL PIPE BENDS, GRAVITY THRUST BLOCKS MUST PROVIDE A VOLUME OF CONCRETE POURED AGAINST UNDISTURBED EARTH WHICH IS SIZED FOR EXPECTED FORCES WITH A MINIMUM 1.5 FACTOR OF SAFETY.
  - ③ NO. 12 COPPER FINDER WIRE. SEE SD-S14 FOR SPLICING.
  - ④ C.I. VALVE BOX WITH COVER.
  - ⑤ C.I. GATE VALVE (M.J.).
  - ⑥ PRECAST BLOCK FOR CUT IN TEE AND VALVE OR CAST IN PLACE WITH 2-1/2" MIN REBAR.
  - ⑦ TRENCH SIDE.
  - ⑧ PIPE.
  - ⑨ PLUG.
  - ⑩ HAMMERHEAD THRUST BLOCKING.
  - ⑪ ANCHOR BARS (1/2" DIA MIN)
- NOTES:**
- A) ANCHOR ALL VALVES CONNECTED TO P.V.C. PIPE AS SHOWN.
- B) COVER BOLTS AND FLANGES WITH PLASTIC TO PROTECT FROM CONCRETE ADHERENCE DURING CONSTRUCTION OF THRUST BLOCKS.
- C) SEE CHART FOR MIN THRUST BLOCKS BEARING AREAS.
- D) ALL CONCRETE TO BE 2500 P.S.I. STRENGTH POURED AGAINST UNDISTURBED EARTH.
- E) PROVIDE 8 MIL POLYPROPYLENE BETWEEN FITTINGS AND CONCRETE.
- F) NOTIFY ENGINEER FOR ANY CONDITION OR PIPE SIZE NOT INDICATED.
- G) ALL BLOCKS TO BE CENTERED AROUND PIPE SPRING LINE.

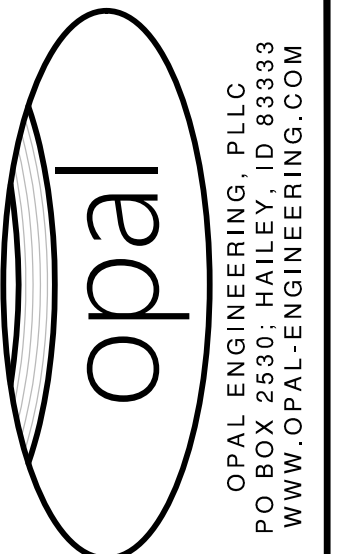
**TABLE 1**  
THRUST AREA FOR HORIZONTAL BENDS\*\*\*

PIPE SIZE	MINIMUM SQUARE FEET OF THRUST AREA ONTO UNDISTURBED EARTH**			
	TEE, PLUG OF VALVE	90° BEND*	45° BEND	22.5°-11.25° BENDS OR REDUCER
3"	0.8	1.1	0.6	0.3
4"	1.4	2.0	1.1	0.6
6"	3.2	4.5	2.4	1.2
8"	5.7	8.0	4.3	2.2
10"	8.8	12.5	6.8	3.4
12"	12.7	18.0	9.7	5.0
14"	17.3	24.5	13.3	6.8
16"	22.6	32.0	17.3	8.8
18"	28.6	40.5	21.9	11.2

\* MUST BE INCREASED BASED ON DIFFERENT CONDITIONS (HIGHER WORKING PRESSURE OR LOWER SOIL BEARING STRENGTH).  
\*\* OR TEE ACTING AS A 90° BEND  
\*\*\* THRUST BLOCK DEPTH TO BE A MINIMUM PF 12" FOR PIPE SIZES 3"-8" AND 18" FOR PIPE SIZES 10"-18" OR THE SQUARE ROOT OF THE REQUIRED BEARING AREA, WHICHEVER IS GREATER.

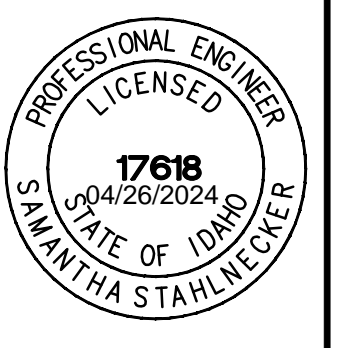
**5**  
C.O.2 TRUST BLOCK AND ANCHOR DETAILS  
N.T.S.

**3**  
C.O.2 FLUSHING SERVICE CONNECTION  
N.T.S.



PURPOSE: ISSUE FOR BID (04/26/2024)

REVISION NO.	DATE	DESCRIPTION

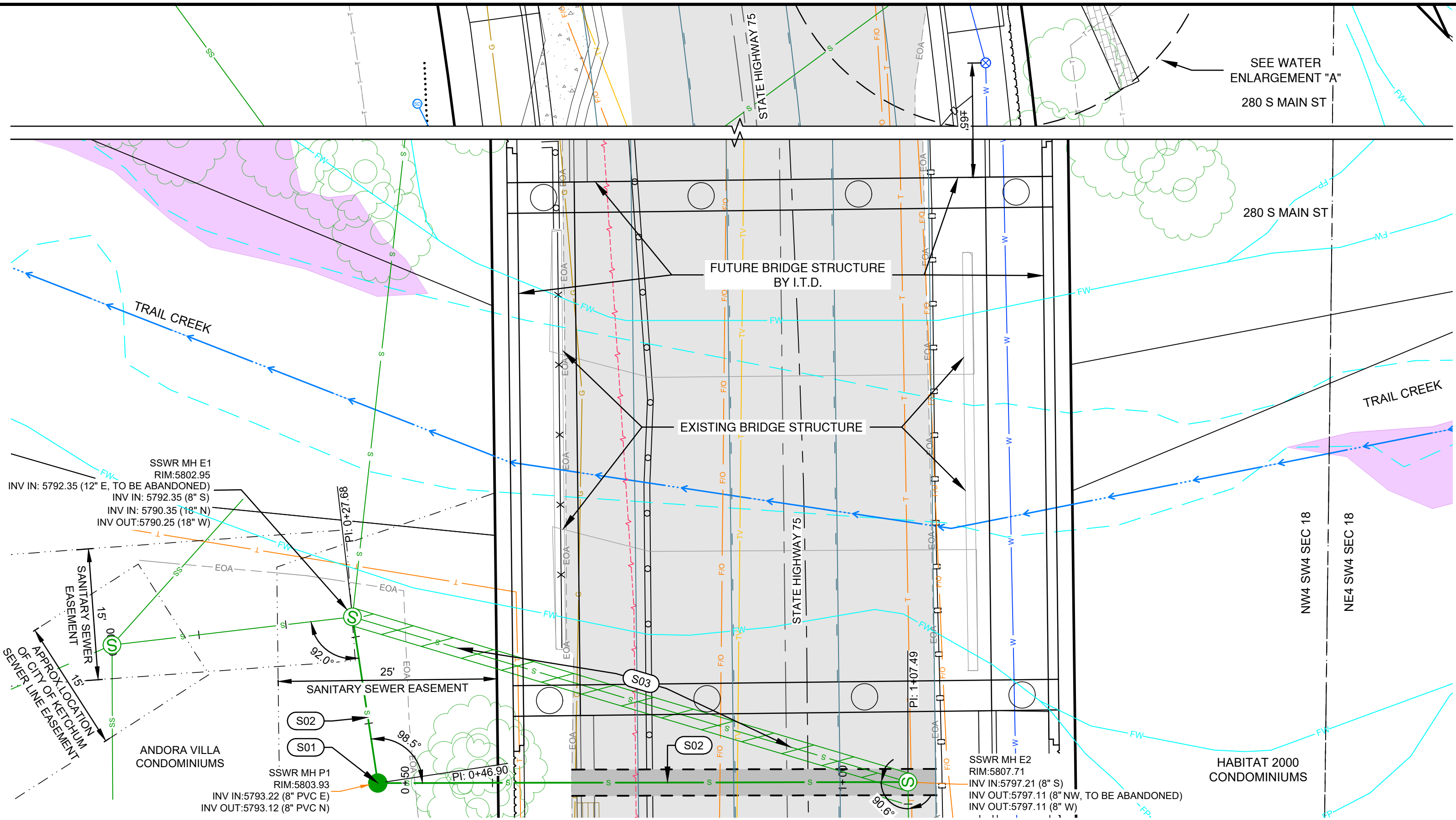


**SANITARY SEWER NOTES AND DETAIL SHEET**  
HIGHWAY 75- SEWER AND WATER MAIN MODIFICATIONS AT TRAIL CREEK  
PREPARED FOR CITY OF KETCHUM

22036  
PROJECT NUMBER

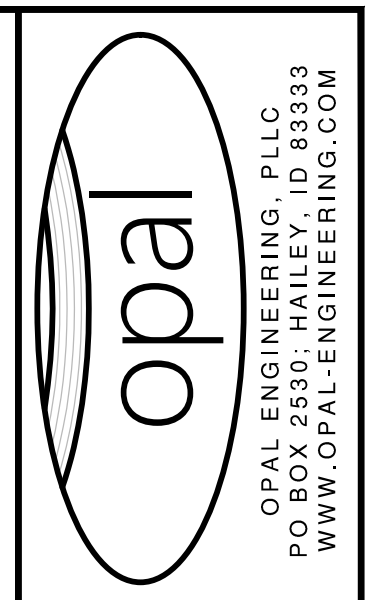
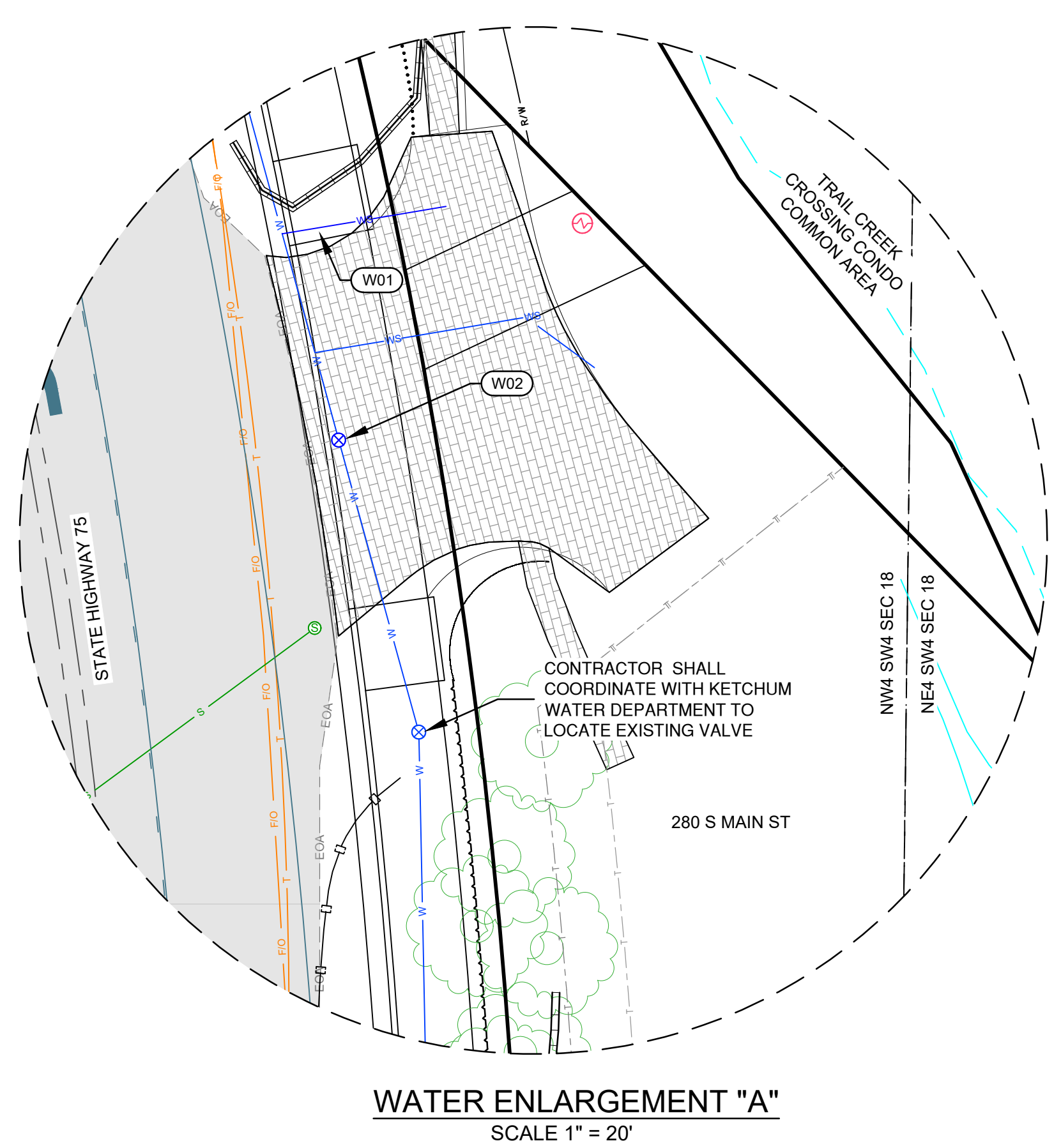
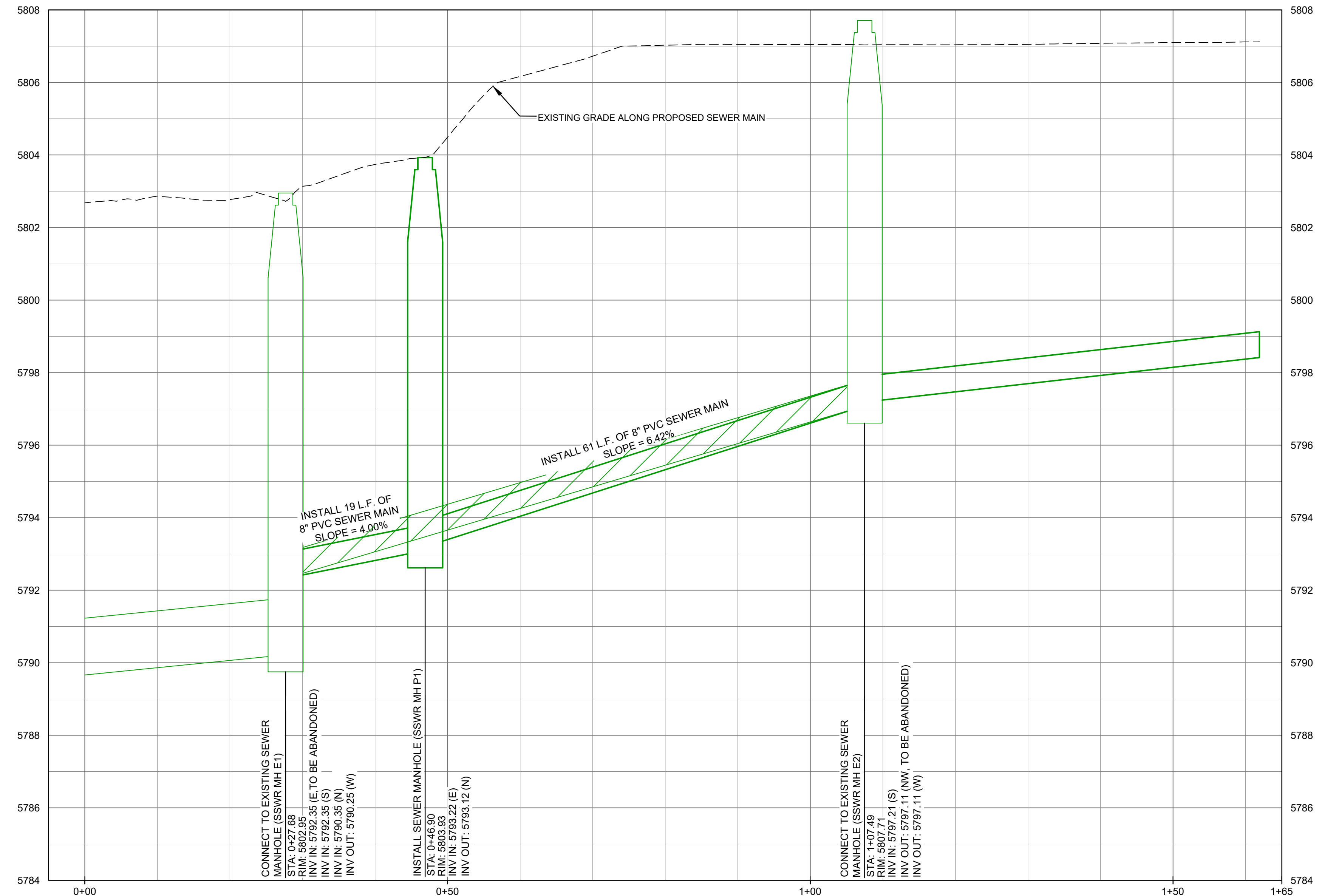
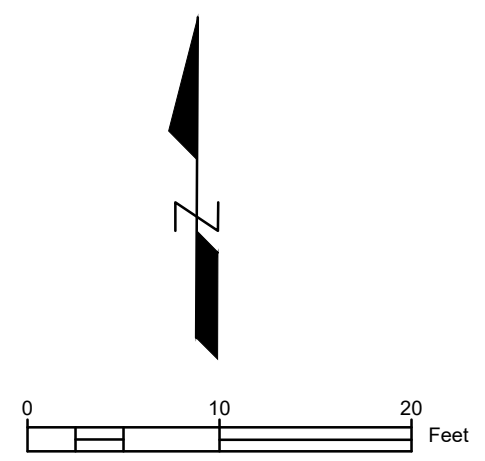
C.O.2



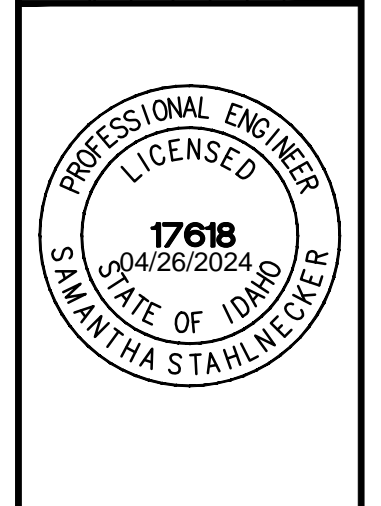


- NOTES**
- SEE SHEET C0.1 FOR GENERAL CONSTRUCTION NOTES, WATER MAIN CONSTRUCTION NOTES, AND SEWER MAIN CONSTRUCTION NOTES.
  - SEE SHEET C0.2 FOR SEWER AND WATER DETAILS, AND WATER MAIN FLUSHING AND DISINFECTION NOTES.
- LEGEND**
- EXISTING ITEMS**
- PROPERTY BOUNDARY RIGHT-OF-WAY
  - ADJOINING PROPERTY LINE
  - CENTER LINE OF THE RIGHT OF WAY
  - FENCE LINE
  - EASEMENT, TYPE & WIDTH AS SHOWN
  - 1/4 SECTION LINE
  - 5' CONTOUR INTERVAL
  - 1' CONTOUR INTERVAL
  - ASPHALT
  - WETLANDS
  - PAVERS
  - CURB & GUTTER
  - CONCRETE SIDEWALK
  - CREEK CENTERLINE
  - MEAN HIGH WATER
  - FLOODWAY, FEMA 2010 F.I.S.
  - FLOODPLAIN, FEMA 2010 F.I.S.
  - WATER MAIN
  - WATER SERVICE
  - STORM PIPE
  - STORM DRAIN MANHOLE
  - WATER VALVE
  - WATER METER
  - SEWER LINE
  - SEWER SERVICE
  - SEWER MANHOLE
  - BURIED POWER LINE
  - OVERHEAD POWER LINE
  - POWER METER
  - FIBER OPTIC LINE
  - GAS MAIN
  - CABLE TV BURIED
  - BURIED TELEPHONE LINE
  - CONCRETE GUARD RAIL
  - METAL GUARD RAIL
  - TREE
- PROPOSED ITEMS**
- SAWCUT LINE
  - ASPHALT
  - SEWER MAIN
  - SEWER MANHOLE
  - EXISTING SEWER MAIN TO BE ABANDONED
  - WATER SERVICE
  - WATER METER
  - WATER VALVE

- SEWER KEY NOTES**
- S01 INSTALL SEWER MANHOLE. SEE NOTE 12 / C0.1
  - S02 INSTALL 8" PVC SEWER MAIN. SEE DETAIL 1 / C0.2 FOR TRENCHING AND SURFACE REPAIR.
  - S03 ABANDON EXISTING SEWER MAIN. DISCONNECT FROM SEWER MANHOLES AND FILL ENTIRE PIPE WITH LEAN SLURRY.
- WATER KEY NOTES**
- W01 INSTALL NEW WATER SERVICE WITH WATER METER. SEE DETAIL 2 / C0.2.
  - W02 INSTALL 8" GATE VALVE WITH THRUST BLOCK. SEE DETAIL 5 / C0.2.



REVISION NO.	DATE	DESCRIPTION



**SANITARY SEWER MAIN PLAN AND PROFILE**

**HIGHWAY 75- SEWER AND WATER MAIN MODIFICATIONS AT TRAIL CREEK**

PREPARED FOR CITY OF KETCHUM

22036  
PROJECT NUMBER

**C1.0**

USE OF DRAWINGS: These drawings, or any portion thereof, shall not be used on any project or extensions of this project except by agreement in writing with Opal Engineering, PLLC.



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: August 19, 2024 Staff Member/Dept: Bill McLaughlin, Fire Department

Agenda Item: Approval of Collective Bargaining Agreement 24928 with IAFF Local 3426.

Recommended Motion:

I MOVE TO APPROVE THE COLLECTIVE BARGAINING AGREEMENT 24928 WITH IAFF LOCAL 3426, AND AUTHORIZE THE MAYOR TO SIGN SAID AGREEMENT.

Reasons for Recommendation:

- This agreement was reached following negotiations with the Local and has been ratified by the Local.
This agreement brings the wages paid to Ketchum Firefighters to parity with the firefighters of Wood River Fire Rescue.

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

City Administrator Jade Riley and Fire Chief Bill McLaughlin met with the IAFF Local 3426 over the last three weeks to negotiate a new labor agreement (Collective Bargaining Agreement or CBA). This agreement has the following significant changes from the previous 2022 agreement:

- The agreement is for one year instead of three years in anticipation of a possible consolidation of fire service entities.
The wage scale has shifted significantly, bringing it to parity with Wood River Firefighters. This represents a minimum of 4.3% increase and a maximum of 27% increase. The previous minimum wage was \$19.00 per hour for entry level and the new entry level wage will be \$25.58 per hour.
Employees with clerical or administrative positions in the fire department that are also firefighter/EMT or firefighter/paramedic certified will now be covered by specified parts of the CBA.
The firefighters will move to a 48/96 work week, at their request.
The firefighters are assigned to 96 hours per twelve days. FLSA requires overtime for all hours over 91 hours in 12 days. In the past, firefighters could use this "FLSA overtime" as comp time for time-and-a-half hours off. Now, it is eligible only for overtime.
Firefighters filling in for an absent captain will now be paid a supervisory wage for periods of 24 hours or more. Previously that was 7 shifts.
Employees now need to demonstrate fitness for return to work from extended periods.
Pregnancy, parental leave and military leave are all now addressed.
Employees are no longer bound by a residency requirement.
Personnel who cannot pass their fitness testing may be terminated.
Personnel who are out on sick leave over 6 months can be terminated by the staff, instead of an automatic termination unless acted on by council.

12. Firefighters involved in traumatic events can be released from duty when appropriate.

Sustainability Impact:

None.

Financial Impact:

This will have an estimated financial impact of \$96,412.00.

Attachments:

1. Draft CBA Agreement 24928

# COLLECTIVE BARGAINING AGREEMENT 24928

## 2024-2025

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IAFF LOCAL #3426 KETCHUM PROFESSIONAL  
FIREFIGHTERS & THE CITY OF KETCHUM



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## **COLLECTIVE BARGAINING AGREEMENT**

### **PREAMBLE**

This agreement ("Agreement") entered into this by and between the City of Ketchum, ("City" or "Employer"), and Firefighters Local Union #3426, an affiliate of the International Association of Firefighters AFL-CIO ("Union").

The term "Employee "or "Firefighter" shall mean a full-time firefighter that is employed by the City as a firefighter, and who is a member of the Firefighters Local Union #3426. The term "Represented Administrative Employee" shall mean a full-time employee who is assigned to a regular 40 hour work week, and has firefighting duties and is a member of the Firefighters Local Union #3426. Administrative Employees who do not have firefighting duties shall not be represented by the union. The term "City Employee" shall mean any person employed by the City of Ketchum. The terms "Volunteer" and "Paid-on-Call Firefighter" shall mean a paid-on call firefighter. Seasonal or temporary firefighters and paid-on-call firefighters must work a full-time employee schedule for at least ninety (90) consecutive days before they may qualify as an "employee" or a "firefighter"

## **ARTICLE 1- PURPOSE AND WARRANTY OF AUTHORITY**

**Section A.** The purposes of this Agreement are to establish a formal understanding relative to all conditions of employment; and to provide the means of equitable adjustment of any and all differences or grievances which may arise. Both parties hereto believe and affirm that they are acting in the best interest of the citizens and visitors of Ketchum.

**Section B.** The parties signing this Agreement on behalf of the City and the Union, respectively, declare they are executing this Agreement by authority granted from their respective bodies and pursuant to the obligations set forth in Idaho Code § 44-1801 *et seq.*, and are acting in good faith with the intent to bind the respective parties and fully perform the Agreement.

**Section C.** It is also agreed that where there are clear differences in the wording and the text of this Agreement, the Ketchum Fire Department Standard Operating Guidelines, and/or the current City of Ketchum Employee Handbook this Agreement shall supersede. However, all parties at the time of negotiations should make every effort to point out differences so that the Agreement, the Fire Department Standard Operating Guidelines, and the City of Ketchum Employee Handbook are not in conflict.

## **ARTICLE 2 - MANAGEMENT RIGHTS CLAUSE**

**Section A.** The City shall retain the exclusive right to exercise the regular and customary functions of management, including, but not limited to, directing the activities of the Fire Department, determining levels of service and methods of operation, including introduction of new equipment, the right to hire, lay-off, promote, to discipline and to discharge its Employees; to determine work schedules; assign shifts and assign work. Provided that nothing in this Article shall nullify: (1) any provisions elsewhere in this Agreement, or (2) the City's statutory obligation to negotiate with the Union pursuant to Chapter 18, Title 44, Idaho Code.

**Section B.** All supervisory and policy decisions regarding the Fire Department shall follow the recognized policy and procedures outlined in the City of Ketchum Employee Handbook and the Fire Department Operational Chain of Command as set forth in Schedule A.

**Section C.** One of the primary missions of the Employees shall be to train, support, promote, and enhance the Volunteers.

### **ARTICLE 3- UNION RECOGNITION**

The City recognizes, after a fully conducted election held on June 22, 2009, the Firefighters Local Union #4576, now the Firefighters Local Union #3426 as being designated and selected by a majority of the full-time professional Firefighters of the City Fire Department for the purpose of negotiating wages, rates of pay, working conditions, and all other terms and conditions of employment. The Union represents all full-time firefighters from firefighter through Captain. All ranks above Captain are not represented by this agreement.

## **ARTICLE 4-UNION UNIFORM MONTHLY SERVICE CHARGE**

**Section A.** The Union shall request present and future Union members to pay to the Union a uniform monthly service charge. For Union members, that service charge will constitute that member's Union dues, fees, and assessments. The Union shall request each Union member to sign and submit to the City a written authorization authorizing the deduction and remittance of this uniform monthly service charge from his/her wages/salary. Any such authorization shall remain in effect until and unless revoked by the Employee by giving written notice of such revocation to the City.

**Section B.** The City agrees to deduct the amount legally deductible for uniform monthly service charges, in amounts specified by the authorized officer of the Union, from the pay of Union members upon written authorization from the member. The City further agrees to remit those amounts monthly to the Secretary-Treasurer of the Union by the 15th of the following month.

## **ARTICLE 5 - UNION BUSINESS**

**Section A.** Three members of the negotiating team, if on duty, shall be allowed time off with pay for all joint negotiating meetings which shall be mutually set by the Employer and the Union.

**Section B.** Union functions may be held at an appropriate station house, provided that such meetings shall occur outside of standard business hours. Standard business hours shall be defined as Monday through Sunday, 8:00-12:00p.m. and 1:00-5:00p.m.

**Section C.** A total of 9, twenty-four (24) hour shifts off will be allowed Union business to be used by the Officially Elected Union Principal Officers for IAFF, PFFI, or AFL-CIO sanctioned UNION functions, with (7) seven days' notice, so long as minimum staffing as set forth in Article 19, Section A is not affected. The Union shall decide how the 9 shifts are allocated among the Union Officers. Management reserves the right to request documentation of the function and Employees' attendance. Documentation shall not be withheld when requested.

**Section D.** No mileage or expenses will be paid for attendance at Union functions.

## **ARTICLE 6-DISCRIMINATION**

**Section A.** The City agrees not to discriminate against any Employee for his/her activities on behalf of, or for membership in, the Union.

**Section B.** The City and the Union agree that there shall be no discrimination against any Employee because of race, creed, color, religion, sex, sexual orientation, gender identity or expression, or physical handicap.

## **ARTICLE 7 - NO STRIKE**

During the term of this Agreement, no Employee shall strike or recognize a picket line of any labor organization while in the performance of his/ her official duties. The parties agree to abide by Idaho Code Section 44-1811.



## **ARTICLE 8 - REGULAR WORK WEEK**

**Section A.** The regular work week for each employee is defined as two consecutive 24 hour followed by 96 hours off every 6 days to equal four (4) twenty-four (24) hour twelve days consisting of 96 regular hours in twelve days. . This is referred to as a 48/96 assignment. Each employee is assigned to either A, B, or C shift and follows that shift schedule. Forty-Eight hour shifts are to start at 0730 and conclude at 0730 the morning of the third day, and be documented as a 48hr shift less any leave time used, regardless of daylight savings time changes. Regular Full Time employees not assigned to the regular platoon system will work 96 hours every 12 days to be assigned by the Fire Chief, Assistant Chief, or designee.

**Section D.** Employees may be placed on alternate work schedules for light duty, training or temporary details. Schedules for light duty shall be in accordance with Article 21. For training or other details except light or limited duty, schedule and wages shall be adjusted to ensure the employee does not receive less than the wages he or she would have earned on a regular work week over that period.

## **ARTICLE 9-WAGES**

### **Section 9.1**– Wages

The regular full-time base salary for the term of this CBA shall be \$66,500 in FY 2025.

Additional compensation shall be calculated from *AND* added to the base with the following percentages:

- 10% of base for paramedic certification *OR* 3% for EMT with IV / IO certification
- 15% for Captain assignment / promotion *OR* 5% for Lieutenant assignment / promotion
- 1% for each year of regular full-time service to Ketchum Fire Department or equivalent full-time/combination structure fire department
- 1% for an Associate's Degree *OR* 3% for a Bachelor's Degree *OR* 5% for a Master's Degree

## **NEW ARTICLE 10 – REPRESENTED ADMINISTRATIVE EMPLOYEES**

Represented Administrative Employees are those employees who are permanently assigned to a 40-hour work week, have firefighting duties, and are members of Firefighters Local 3426. The terms of this agreement apply to these employees, except as follows:

**Section A.** Regular Work Week: REPRESENTED ADMINISTRATIVE EMPLOYEE are assigned to a work week of 40 hours per 7 day work week.

**Section B.** Vacation: Vacation is accrued as for other city employees per the current city handbook.

**Section C.** Sick leave: Sick leave is accrued as for other city employees per the current city handbook.

**Section D.** Base Pay: Employee's base pay shall be in accordance with Schedule B of this Agreement.

**Section E.** Represented Administrative Employees shall have all holidays listed in Article 11 off with pay. If the employee is required by the City to work on a recognized holiday, the employee shall receive regular hourly wages in addition to the holiday pay.

**Section F.** Represented Administrative Employees shall receive time and a half for any hours worked in excess of forty hours in a seven day pay period. Represented Administrative Employees may receive comp time at time and a half in lieu of overtime for up to 40 hours as allowed in the city handbook. Represented Administrative Employees called back to work from off duty shall be paid a minimum of one hour at overtime rate. This does not apply to times when a Represented Administrative Employees voluntarily chooses to adjust times worked to suit their own schedule.

**Section G** Represented Administrative Employees may not be used to calculate minimum daily staffing per Article 19, except that The City may request a Represented Administrative Employee to fill a regular shift in the event that a shift has fallen below minimum daily staffing, and has not been filled by full-time or paid-on-call members as per article 19, at management's discretion. Represented Administrative Employees may

respond to calls for service as workload allows.

**Section H.** Represented Administrative Employees are eligible for the annual wellness examination described in Article 27, Section A. Represented Administrative Employees are not automatically eligible for one hour fitness activity as described in Article 27, Section B, but may be permitted time for fitness at the sole discretion of their supervisor, at the approval of the fire chief. Article 27, Section C shall apply for any Represented Administrative Employee who responds to emergency incidents.

## **ARTICLE 11 – HOLIDAY**

The City shall recognize the following twelve holidays:

New Year's Day

Martin Luther King Day

Presidents Day

Memorial Day

Labor Day

Juneteenth National Independence Day

Independence Day

Veterans Day

Thanksgiving Day

Day after Thanksgiving

Christmas Eve

Christmas Day

Employees shall be compensated at time and a half for all holidays worked. A holiday shall be calculated based on the shift that starts at 0730 on the holiday, ending on 0730 on the following day. Employees working the shift prior to the holiday will not receive holiday pay for hours between midnight and 0730 of the holiday. Compensation will be in the form of pay, and employees are not permitted to use holiday pay incentive as comp time.

## **ARTICLE 12 - EXTRA DUTY**

**Section A.** Any Employee may be required by the City to work beyond his/her normal shift. The City shall pay for overtime work at the rate of one and one-half the normal rate of pay.

**Section B.** In each 12 day FLSA work period, the employee is regularly scheduled to work 96 hours. All hours over 91 hours are considered extra duty. Each employee shall be paid overtime for all hours more than 91 hours per work period.

**Section C.** As an alternative to paid overtime, Employees may receive compensation with time off equal to overtime at one-and-a-half times the number of actual hours more than the 96 scheduled work hours. Comp time shall be taken as a one (1) hour minimum, provided staffing levels as defined in Article 19 are maintained. Leave requests of, or greater than, twenty-four (24) hours shall be made according to Article 16. A comp time request of less than 24 hours duration may be granted by a shift officer, if minimum staffing requirements as provided herein are met, and the time off is to occur during the same shift in which the request is received by the shift officer. Employees may accrue up to one-hundred-twelve (112) hours and may carry over one-hundred-twelve (112) hours of comp time into the following year pursuant to Article 16, Section C. Any comp time request that would place the Employee above the accrual limit shall be void as overtime.

**Section D.** An Employee who is called back to work from off duty for incident response shall be paid at least a one-hour minimum at the Employee's overtime rate, regardless of hours actually worked in the pay period. Any employee who is called back to work for backfill for incidents as approved by the fire chief shall be paid at least one-hour minimum at the Employee's overtime rate, regardless of hours in the pay period. However, such hours shall not be used to calculate "hours worked" toward additional overtime if the employee has not met the 91 hour threshold. This shall include schooling and training if an Employee is approved to attend. ~~Such hours paid at overtime, however shall not be used to calculate "hours worked" toward additional overtime if the employee has not met the 91 hour threshold~~

**Section E.** The foregoing notwithstanding, the Fire Chief, City Administrator, or Mayor may declare an emergency and require an immediate and mandatory call to duty for all fire department employees.

## **ARTICLE 13-WORKING OUT OF CLASSIFICATION ("WOOC")**

**Section A.** Compensation for WOOC is provided as monetary recognition to an Employee for the assumption and performance of duties normally performed by an Employee of higher classification. The assumption and performance of the duties of the higher classification must encompass the full range of responsibilities and duties of the higher classification. This shall not apply to temporary assignments which are made pursuant to prior mutual agreement between the Employee and his/her immediate supervisor for the purpose of providing a training opportunity to the Employee, for a mutually agreed upon period of time.

**Section B.** In the hierarchy of the fire service, the highest-ranking Employee working a shift is acknowledged as the "Shift Officer." Normally that person is the shift Captain; however, when a Captain is not working, the next highest-ranking Officer automatically moves into that classification and assumes all of their duties. If an Employee works out of class for twenty-four (24) or more consecutive hours, that Employee is entitled to a WOOC pay incentive. The pay incentive will be paid retroactively to the start of the coverage at the rate of the starting salary of the higher classification in which the Employee is substituting, or ten (10) percent above the employee's current salary, whichever is higher.

**Section C.** When the temporary assignment is completed, the Employee's salary will be readjusted to its previous level, or the level where it would have attained, including general salary adjustments, if the WOOC pay had not been made. The Employee's date of hire and anniversary date will remain unchanged throughout the temporary assignment.

## **ARTICLE 14 - UNIFORMS**

**Section A.** Uniform standards are established by management as noted in the Fire Department Rules and Regulations Section 21. Uniforms required by the City shall be provided by the City and replaced as needed. Employees shall use reasonable care and maintenance of all City provided uniform items, protective clothing, and devices. Replacement for station uniform items may be limited by the management. Station uniform items shall consist of duty boots, dress shirts, shorts, winter coats, hats, sweatshirts, t- shirts, and pants. If the employee chooses to purchase their own duty boots, the City will reimburse up to \$150 toward those boots, at a limit of one pair every two years.

**Section B.** All protective clothing or protective devices required of any Employee in the performance of his/her duties shall be furnished to him/her by the City. This shall include structural PPE and wildland PPE. In the event an employee opts to purchase wildland fire boots other than those issued, the City agrees to reimburse \$150 toward those boots, at a limit of one pair every two years

**ARTICLE 15-MILEAGE ALLOWANCE**

Any Employee who is required to use his/her private automobile for Fire Department business shall be compensated at the City established rate.



## **ARTICLE 16 - VACATION LEAVE**

**Section A.** The rate at which vacation leave is accrued shall be as outlined in Section B.

**Section B.** Maximum accrual shall be as follows.

Monthly Accrual (Hours)		Maximum Accrual (Hours)
10	0-4 years	300
14	5-9 years	325
16	10-14 years	350
20	15-19 years	375
22	20-24 years	400
26	25+years	425

**Section C.** On September 30th, Employees who have accrued vacation or comp hours in excess of their allowed annual accrual limit will be paid in cash or paid into a qualified deferred compensation program for those hours at the rate of pay plus incentives in effect on September 30th

**Section D.** Vacation, and compensatory time may accumulate to the maximum amount set forth in Article 16, Section B and Article 12, Section B of this Agreement except if an Employee is unable to use vacation or compensatory time due to illness, injuries, training schools, or similar situations whether on sick leave or worker's compensation and unable to reschedule the same. If an Employee is at maximum accumulation and illness, injury, training school, or similar situations occur, preventing the employee from taking vacation or compensatory time, the vacation or compensatory time will be carried over to be used the following year or will be cashed out at the established rate. If the Employee does not return to work after this injury or illness, or is otherwise separated from employment at the City of Ketchum, all accumulated vacation, and comp hours will be paid at the established rate as set forth in Article 12, Section A, Article 16, Section C and Article 17, Section B of this Agreement.

**Section E.** Vacation time hours shall be taken as a twelve (12) hour minimum with a minimum of ten (10) days of written or electronic notification. Vacation time may, however, be granted with a minimum of one (1) hour increments subject to the discretion of the Chief and his/her designee.

## **ARTICLE 17-ACCUMULATION OF SICK LEAVE**

**Section A.** Sick leave will accumulate at the rate of 13 hours per month. Verification of illness by a physician or other compelling evidence may be required for any illness involving more than 48 hours of work at the discretion of the Fire Chief. Verification of illness by a physician or other compelling evidence may be required for any illness involving more than three (3) consecutive shifts of work for 40 hour Employees assigned to Light Duty, at the discretion of the Fire Chief.

**Section B.** Any Employee, upon retirement from employment with the City, shall receive pay for accumulated sick leave as set forth in the City of Ketchum Employee Handbook. Upon retirement, each bargaining unit member shall direct 100% of the bargaining unit member sick leave cash out (pre-taxed) directly into their MERP account, purchasing additional unit multipliers at the age appropriate rate.

## **ARTICLE 18 - MEDICAL COVERAGE PROGRAM**

**Section A.** The City will provide medical and dental coverage as well as a vision program to the employees at the same level and cost as is currently provided to all other City employees.

**Section B.** The City will contribute maximum of \$37.50 per month per union member to a Medical Expense Reimbursement Plan (MERP) selected by the City Council beginning January 1, 2018. The City is authorized to deduct \$37.50 from each union member's pre-tax compensation and direct those funds to the selected MERP. If the City selects a MERP other than the MERP administrated by the Washington State Council of Firefighters and is identical to the Washington State Council of Firefighters MERP, then this section shall be re-opened for negotiations.

When a bargaining unit member retires from the Ketchum Fire Department and is eligible for sick leave cash out, such cash out shall be in accordance with the current Employee Handbook eligibility and payment formula. Upon retirement, each bargaining unit member shall direct 100% of the bargaining unit member sick leave cash out (pre-taxed) directly into their MERP account, purchasing additional unit multipliers at the age appropriate rate.

The City will contribute \$300/ month per union member to a Voluntary Employees' Benefit Association (VEBA) administrated by the Benefit Plan Administration Services from Washington State.

**Section C.** In the event the City terminates medical insurance coverage through the III-A, this Article 18 will be eligible for renegotiation prior to the expiration of this Agreement.

## **ARTICLE 19-STAFFING POLICY**

The Chief of the Fire Department, as an administrative procedure, shall establish staffing requirements.

**Section A.** If a regularly assigned shift consists of five (5) full-time employees, the minimum shift staffing shall be three (3) Employees on duty at all times including at least one paramedic. If a regularly assigned shift consists of four (4) full-time employees, the minimum shift staffing shall be two (2) Employees on duty at all times including at least one paramedic. If shift staffing falls below minimum staffing as defined in this section, the chief may offer the shift to full-time employees, and if necessary, may assign a full-time employee to that shift for the time the chief deems necessary.

**Section B.** When staffing levels fall below the needed staffing as determined by the fire chief, paid on call members may be assigned to augment staffing at management's discretion.

**Section C.** Leave requests (Comp Time, Vacation, etc.) will normally only be denied if the leave request would place the shift below the minimum staffing of full-time Employees on regular duty, as defined in Section A of this Article.

**Section D.** In the event the shift staffing level set forth in Section A of this Article cannot be met, or if circumstances require staffing above the minimum, the Fire Chief or designee reserves the right to exercise mandatory call back.

**Section E.** A regularly assigned shift is defined as a consistent shift assignment of more than 3 calendar months.

## **ARTICLE 20 - SHIFT EXCHANGE**

Any Employee will have the right to exchange shifts or trade with any other Employee, provided minimum staffing levels are maintained. The practice of exchanging shifts or trading time will be a voluntary program by the Employees.

When an Employee is absent from work under the exchange of shifts policy, no other Employee will be paid for working out of classification or overtime pay as a result of the exchange of shifts.

When a change takes place, the Employee who agrees to the exchange of shifts will assume the responsibility for working that day, except as provided for in regular sick leave.

## **ARTICLE 21- LIMITED DUTY**

**Section A:** All on-the-job injuries shall be reported to the Department Head within 24 hours of the injury to allow filing of worker's compensation claims in the proper manner. If an Employee is disabled temporarily by an on-the-job accident, that Employee may be eligible for worker's compensation benefits upon submission to the State Insurance Fund. The City Treasurer must make sure the proper forms are filed with the State of Idaho for worker's compensation benefits eligibility. Return to employment will be authorized on a case-by-case basis upon consultation with the supervising official and State Insurance Fund. Concerns associated the injured worker status may be brought before the supervisor and the City Administrator for review.

The City has adopted a wage loss recovery benefit known as Kept on Salary (KOS). This benefit applies to full-time regular employees with a compensable work injury or illness under Idaho Worker's compensation laws. Under the KOS benefit, if an injured employee is unable to work due to a compensable injury or illness, the Employee will receive the difference between the employee's statutory worker's benefit amount and the Employee's regular net pay.

The KOS benefit begins after the worker's compensation statutory five (5) calendar waiting day period, unless specifically exempted as defined by Idaho Code 72-1104. A KOS eligible employee may receive the KOS benefit for a period of time not to exceed six (6) months. After six (6) months, the employee receives the statutory temporary disability benefit as defined and allowed under applicable Idaho laws.

All time off must be documented by the treating health care provider.

### **Section B.**

When an Employee is injured or ill from a condition occurring off duty, and is unable to perform the duties of the position, according to the conditions, instructions, restrictions or limitations imposed by the health care provider evaluating the Employee's conditions and fitness for duty, the Employee shall be entitled to injury leave; utilizing accrued sick leave, vacation time or comp time with the full pay he or she receives at the time of the injury. . Such injury leave pay shall continue while the Employee is unable to perform his or her duties or until such time as the Employee is accepted for retirement by the then-applicable retirement system, provided that any such injury leave is limited to a maximum of 180 days from the date of injury, unless a longer period of time is approved by the City.

### Section C.

Any Employee seeking to be reinstated from injury leave of more than two calendar weeks shall be required to provide a "return to work" authorization from their treating health care provider. If the Employee is seeking to be reinstated from injury leave of one calendar month or longer, the employee may be subject to an examination by the Emergency Responder Health Center located in Boise, Idaho at the expense of the City. Should the Emergency Responder Health Center no longer be an option than another occupational health physician may be used to evaluate the Employee's duty status. If the Employee does not agree with the City physician's assessment, he or she may, at his or her own expense, seek a second

opinion from a physician of his or her choice. Such opinion shall be considered by the City in determining reinstatement.

When an Employee is seeking to return from any injury leave or work-related injury leave of 120 calendar days or more, the Employee may be required to demonstrate fitness for the job by completion of the work capacity test (pack test) at the arduous level, and/or the new recruit physical agility test as described in Appendix B. The City will also ensure compliance with any applicable laws, such as the Americans with Disabilities Act or the Family and Medical Leave Act.

Section D. Whenever an Employee is rendered physically unable to perform his or her job duties from an off duty injury or illness, the City may offer the Employee limited duty status 1.

Any limited duty work shall be limited to conditions, instructions, restrictions or limitations imposed by the physician(s) or specialist(s) evaluating the Employee's condition and fitness for duty. Limited duty shall not be assigned or defined in a manner that will endanger, aggravate or prolong the full recovery of the injured Employee to full recovery or fitness for duty.

Employees choosing to use injury leave are not eligible for limited duty assignment in the same pay period.

Limited duty assignment may be limited to one (1) person on each shift. The designated limited duty shift for said individuals shall be 8a-5p Mon-Fri unless mutually agreed upon by management and the Employee.

Section E. Individuals that are not able to return to regular duty after 180 days may be terminated by the City.

**Section F:**

The City and the Fire Department provide for modified duty assignments for female Employees who are pregnant. Once notification has been made to the City of their pregnancy, the employee may be moved from suppression duties at the Employee's request and permitted to work in accordance with her health care provider's recommendations. The Employee shall have the option of being assigned to modified duty or begin using leave time, if applicable under the FMLA, or other provided-for leave. The modified duty will be as a forty-hour week at no less than the Employee's regular salary.

## **ARTICLE 22 - PERSONNEL REDUCTIONS**

An Employee may be separated without prejudice because of lack of funds or curtailment of work. Layoffs will be made by management based on the critical needs of the Fire Department, the certifications held by an Employee, and the seniority of the Employee. Certifications to be considered are:

- NREMT-P;
- Rope Rescue Tech III;
- Senior Engineer;
- Idaho State Certified EMS Instructor;
- Idaho State Certified Fire Instructor; and
- IFSAC Fire Fighter – 1 Certification.

This personnel reduction article shall not apply to temporary Employees.

An Employee separated due to a personnel reduction shall be eligible for reinstatement, without testing, to their prior position and rank within (2) two years of the date of their separation if the position is restored.



## **ARTICLE 23 - SETTLEMENT OF DISPUTES AND DISCIPLINE**

For the purpose of this Agreement, a dispute is defined as a circumstance involving the interpretation of the terms of this Agreement. Disputes that arise pursuant to the interpretation of state or federal law or on issues not addressed by the Agreement are not subject to this Article.

**Section A.** Labor disputes or differences arising between the City and the Union and the Employee, including differences or disputes as to the meaning, application or operation of any provision of This Agreement, shall be settled in the manner herein provided. For the purposes of this Article, such a dispute or difference shall be referred to as a grievance.

**Section B.** First year Employees are entitled to grievance procedures concerning wages and working conditions only.

**Section C.** Any Employee who has a grievance concerning interpretation of this Agreement shall notify in writing the Union leadership within thirty (30) calendar days from the date of the grievance. The Union leadership will either resolve the grievance or notify the Union Grievance Committee, herein referred to as the Union, within thirty (30) calendar days of receipt of the grievance, and the Union shall determine if a grievance exists. If in the Union's opinion no grievance exists, no further action is necessary.

**Section D.** If in the opinion of the Union, a grievance exists, it shall notify the Fire Chief, in writing, within thirty (30) calendar days. If the Union and the Fire Chief fail to reach an agreement within thirty (30) calendar days, each shall notify the Mayor and City Council in writing. The Chief may call upon his staff officers at any time in the course of his efforts to reach an agreement.

**Section E.** If the City has a grievance with the Union, the City shall notify, in writing, the Union Grievance Committee within thirty (30) calendar days. If the parties fail to reach an agreement within thirty (30) calendar days, it shall be handled in accordance with the provisions of Section F of this Article.

**Section F.** In the event the grievance is not resolved within thirty (30) calendar days, after being referred to the Mayor and the City Council, the Union and the City may mutually agree to non-binding mediation, and the costs shall be shared equally. If in the event both sides fail to reach an agreement through mediation, it may be submitted to arbitration in accordance with Section G of this Article.

Unresolved issues concerning discipline are mandatory subjects of arbitration.

**Section G.** The issue may be submitted to arbitration in accordance with the following procedures:

- The party demanding arbitration shall file their demand and copy the opposing party within sixty (60) calendar days from the date the grievance was referred to the Mayor. The failure to file the demand for arbitration within the sixty (60) calendar day period shall be deemed a waiver of the right of such party to demand arbitration of the issue indispute.

- Within ten (10) days of demanding arbitration the party requesting arbitration will request from the American Association of Arbitrators ("A.A.A."), a panel of 5 arbitrators who are members of the National Academy of Arbitrators and the demanding party shall pay all fees and costs associated with initiating the arbitration panel subject to reimbursement by decision of the arbitrator. Both parties shall prepare and agree on written questions outlining the issues to be addressed by the arbitrator.
- Either party may reject the entire panel of arbitrators and request a new panel from the A.A.A., to be selected in accordance with the paragraph above. No more than two panels may be so rejected from each party.
- A flip of the coin will determine the right to strike the first two names from the five-person panel. The other party will then have the right to strike an additional two names. The fifth remaining person will then be the arbitrator ("Arbitrator"). This selection process must be accomplished within 5 days of receipt of the panel from the A.A.A.  
The decisions of the Arbitrator shall be final and binding on both parties in all matters pertaining discipline, subject only to the parties' right to seek vacation or modification to the Arbitrator's award pursuant to the provisions of Title 7, Chapter 9, Idaho Code.
- The Arbitrator shall have only such jurisdiction on and authority to interpret and apply the provisions of the Agreement as shall be necessary to the determination of the issue at hand. The Arbitrator shall not have any power to add or subtract from, modify or alter in any way, the provisions of this Agreement.
- The expenses of the Arbitrator shall be borne by the non-prevailing party. In the event that both parties prevail in part, the expenses of the Arbitrator shall be equally shared between the parties.

**Section H.** Where a complaint alleges discrimination based on race, creed, color, religion, sex, sexual orientation, or physical handicap, the City's affirmative action complaint procedure will be utilized. In matters dealing with sexual harassment, the City's sexual harassment complaint procedure will be used.

## **ARTICLE 24-DISCIPLINE AND DISCHARGE**

**Section A:** Employment with the City of Ketchum is "AT WILL," subject to the progressive discipline provisions set forth below.

The City may discipline or discharge Employees subject to the provisions of this Agreement. Such discipline or discharge shall be fair and impartial, and progressive discipline, including a written warning followed by a suspension, shall be implemented prior to the discharge of any Employee.

No such prior warning or suspension shall be necessary if the cause for suspension or discharge is related to employment and consists of:

- a) Conviction of the violation of any state or federal felony involving moral turpitude;
- b) Theft from the Employer of property with a value in excess of \$10;
- c) Insubordination
- d) Unlawful action that results in substantial risk of serious bodily injury or death to any person;
- e) Reckless conduct which results in serious personal injury or property loss in excess of \$2,500;
- f) Conviction of any felony or misdemeanor which prevents the Employee from performing the duties of the job;
- g) Inability to return to full duty per Article 21.

**Section B:** The City may suspend an Employee with pay or without pay for a period up to 10 business days when necessary to protect the health, safety or welfare of Employees or the public. The decision to suspend an Employee without pay will be made on a case-by-case basis taking into consideration the severity of the alleged misconduct. If the City finds no misconduct occurred, the suspended Employee will receive all wages and benefits for the number of days suspended upon his/her return to work.

**Section C:** The Union shall be entitled to challenge any discipline or discharge through the grievance procedure established in this Agreement. If a termination is challenged, the Employee is not entitled to compensation during the challenge. In the event that the Union prevails in its challenge, the Employee will be made whole.

**Section D:** Discipline shall consist of verbal warnings (which may be documented by an informal writing provided to the Employee), written warnings (which shall be documented by a formal writing provided to the Employee), suspension without pay, and discharge. All discipline other than verbal warnings shall be in writing with copies to the affected Employee.



## **ARTICLE 26 - NEPOTISM**

**Section A.** No relative related within the first degree of an Employee can be hired by the City to work within the Fire Department. Any Employees that are married as of the date of adoption of this Agreement shall be grandfathered and can continue to hold employment with the City.

**Section B.** No two department heads within the City may be related within the first degree.

**Section C.** No supervisor shall supervise another Employee if the supervisor and Employee are engaged in a romantic or sexual relationship.

**Section D.** Relationships between Employees and Volunteers shall not interfere with work duties.

## **ARTICLE 27 - PHYSICAL FITNESS PROGRAM**

**Section A.** The City of Ketchum and the members of Local #3426 recognize the importance of physical fitness. Maintaining physical fitness is vital for firefighter readiness and is a major step towards Living a healthy life. The City agrees to provide for Annual Firefighter Wellness Examinations as soon as such examinations become available through III-A. The Wellness Examinations shall be comparable to; and offer the same level of screening; as the program offered through the Emergency Responders Health Center in Boise. This will be administered as a non-punitive program with the focus on member health and welfare as its' primary objective.

**Section B.** Employees will be provided time to perform physical fitness activities while on shift. Approximately one hour will be used for this purpose during any portion of each 24-hour shift, with the preferred times being before 0900 or after 1700, however it is recognized that a shift, having worked the previous 24 hours with an insufficient time for rest may choose to alter this schedule to allow for sufficient rest, recovery and physical fitness training. Employees must maintain their primary responsibility of readiness at all times and call response and scheduled work assignments will take precedence.

**Section C.** Employees shall complete and annually pass a U.S. Forest Service Arduous Work Capacity Test (Pack Test) no later than April 30 of each year. Employees who fail the Pack Test are entitled to re-take the pack test two (2) additional times within thirty (30) days. Employees failing the Pack Test after three attempts shall be placed on limited-duty and shall undergo a fitness for duty physical within thirty (30) days of the third attempt by a physician or specialist selected and paid for by the City.

Employees undergoing a fitness for duty examination and declared fit for duty shall pass the Pack Test within 60 days of the fitness for duty examination unless restricted by the examining physician or specialist, in which case, management reserves the right to modify the employee's status and work assignment. See Article 21 regarding Limited Duty.

Employees declared fit for duty following three failed attempts to pass the pack test shall have three additional attempts to pass the pack test within 30 days. Failure of the third attempt may result in termination.

## **ARTICLE 28 - SUBSEQUENT CONTRACTS**

**Section A.** Not later than April 1st of the year in which an agreement is to be opened for negotiation, the Union President shall advise the Mayor in writing of intent to negotiate and supply a roster of the Union's negotiating team. The Mayor shall acknowledge receipt of the Union proposals within ten (10) weekdays and shall provide to the Union President in writing a roster of the negotiating team representing the City.

**Section B.** In the event any items in negotiation remain unresolved thirty (30) days after the initial bargaining session, upon request by the City or the Union, a fact finding commission shall be appointed in accordance with Title 44, Chapter 18 of the Idaho Code. The fact finding commission shall hold hearings and make recommendations in accordance with Idaho law.

## **ARTICLE 29 - SAVING CLAUSE**

If any provision of this Agreement or the application of such provision should be rendered invalid by any court action or by reason of any existing or subsequently enacted Legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.



## **ARTICLE 30 -TERMS OF AGREEMENT**

This Agreement shall be effective on the 1st day of October 2024, and shall remain in full force and effect until midnight on September 30, 2025, pursuant to Idaho Code §44-1804.

## **ARTICLE 31- PREVAILING RIGHTS**

All wages, rates of pay, working conditions and all other terms and conditions of employment held by the Employee at the time of execution of this Agreement, which are not included in this Agreement but are mandatory subjects of bargaining under Idaho Code 44-1802, shall remain in force unless changed by mutual agreement evidenced by writing.

## **ARTICLE 32 - COURT AND JURY LEAVE**

Employees who are required to appear in court as a juror shall receive full compensation at the member's normal rate of pay. The employee shall report any fee to which the employee may be entitled by reason of such appearance and pay the same over to the City with the exception of allowances for mileage, when applicable.

If employees are dismissed from court before the end of the shift, the employee must report to their supervisor for instruction on whether to return to work for the remainder of the shift. The employee must present checks from the court to the City Clerk/Treasurer to substantiate the claim for compensating pay.

Employees who are subpoenaed to testify for any incident or claim related to duties of the employee while off-duty will be paid overtime for time required for such testimony.

### **ARTICLE 33 - LEAVE DONATION**

Employees may donate leave time to any City of Ketchum Employee who has exhausted their sick, vacation, and compensatory leave time and who requires absence from work due to illness or injury in accordance with the FMLA.

- Donations may be made in a minimum of 1 hour increments. For every one hour of sick, vacation or compensatory time donated by the donor, the recipient will be credited with one hour of sick leave. The pay levels of the two employees shall not affect the transaction.
- A donating member must retain a minimum of 144 hours of sick time for their own use.
- A recipient can receive a combined maximum to the equivalent of the maximum allowable leave time in accordance with the FLMA.
- An employee who returns to work either on limited duty or on a part time basis may continue to use donated time up to the maximum allotment.
- The donated time will not count as the donor's hours worked in any pay period.
- Participation as a donor is voluntary. A donor cannot be directly or indirectly intimidated,

threatened or coerced, or promised any benefit by any employee for the purpose of donating or using leave.

- Unused donated time will be returned to the donor or donors in the event the time is no longer needed.
- An employee can be a donation recipient should the City of Ketchum expand the donor program to the rest of its employees.

## **ARTICLE 34-PORTAL TO PORTAL**

**Section A.** Portal to Portal Pay covers those instances when a member is deployed or responds to emergencies regardless of the proximity to their jurisdiction.

**Section B.** Paid time will accrue from the time the Employee responds to an emergency (as authorized, either directly or via a station) to the time the Employee is released from the emergency and returns to service within the Employee's jurisdiction.

## **ARTICLE 35 - PROMOTION AND RECRUITMENT PROCESS**

**Section A.** The city will conduct a recruitment for promotion to Lieutenant and to Captain every odd year. The process will be used to establish a promotional list that will be used to select new lieutenants and captains in the event of a vacancy for a period of two years from the date of posting.

Notice of the promotional process will be posted not less than 30 days in advance. The posting will include a current job description and minimum requirements for the position. Applicants for the position shall meet the minimum requirements in the City of Ketchum job description for the position of Lieutenant or Captain as a prerequisite for participation in the promotion or recruitment process.

All testing shall be impartial and shall relate to the duties of the position. The fire chief has the right to final choice from the top three scoring candidates to best suit the needs of the department.

**Section B.** All promotions shall be subject to a one year probationary period. In the event of removal of an employee from the Lieutenant or Captain position during this period, the employee shall be reinstated at their former rank and pay with no loss of longevity. This does not preclude disciplinary action or discharge for cause in accordance with Article 24.

## **ARTICLE 36 - RECRUITMENT**

A representative from the Union will have a seat in the process of hiring new Employees who are covered by this Agreement. Such Union representative will participate in the interviews, the post interview discussions, and will have the right to express his/her opinions about the applicants. The Union recognizes that the Fire Chief or designee is solely vested with the authority to make the final hiring choice.



### **ARTICLE 37 CRITICAL CALL RELIEF**

When employees are exposed to incidents that cause critical incident stress, they shall be given the opportunity to leave during their shift after minimum coverage has been attained, without pay deduction for the remainder of that shift, at the discretion of the fire chief, assistant chief or shift officer. The fire chief and assistant chief shall be notified at the time of release of the employee.

## ARTICLE 38 – PARENTAL LEAVE

Parental leave is available to regular full-time Employees, regardless of gender. Employees become eligible for parental leave on the first day of the month following six months of regular employment. The leave may be used for the birth of the employee's natural child or the adoption of a child (up to 18 years old) in order to promote bonding with the child. When an Employee is eligible for Family Medical Leave (FMLA), paid leave under this program will run concurrently with FMLA leave (please refer to the Family Medical Leave policy in the City Handbook for details).

Employees shall designate, at the time they request FMLA, when parental leave will be used during the FMLA period. FMLA eligibility does not dictate parental leave eligibility.

Parental leave refers to paid time off following the birth of an Employee's natural child or the legal placement of a child with an Employee for the purposes of adoption. The maximum paid parental leave is seven (7) Forty-eight hour shifts (six calendar weeks). However, Employees may be eligible for additional leave, such as FMLA, which may be paid or unpaid as outlined in the City's handbook. Parental Leave shall be taken in a single, continuous block of time. Employees are only eligible for parental leave one time following the birth/adoption date.

Parental leave shall be requested at least thirty days prior to the anticipated due date/adoption date, absent any unforeseen circumstances.

## **ARTICLE 39 MILITARY LEAVE**

Employees who perform service in the uniformed services are eligible to take military leave. "Service in the uniformed services" includes but is not limited to performance of duty on a voluntary or involuntary basis and includes active duty, active duty for training, initial active duty for training, inactive duty training, and full-time National Guard duty.

### **Section A. MILITARY ACTIVATION NOTIFICATION REQUIREMENTS**

Employees shall provide 14-day advance notice of the need for military activation leave, along with a copy of their military orders or other government-issued proof of activation, to their supervisor in writing unless relevant circumstances make such notice unreasonable, impossible, or prevented by military necessity.

### **Section B. REINSTATEMENT ELIGIBILITY**

Employees who return to work for the city after military leave are eligible for reinstatement in accordance the processes and priorities outlined in applicable federal and state laws.

### **Section C. ACTIVE-DUTY LEAVE OF ABSENCE**

Although not required by law, an extension of benefits and pay differential will be provided to eligible employees who have completed one year of employment with the city. For any activation period exceeding thirty (30) days that is not for training [see below], an employee who is involuntarily called to active service by the United States Government will receive the following considerations for a period not to exceed one year from the date of activation:

If the military pay (total of base pay, housing allowance, special duty pay, etc. excluding combat pay) is less than the employee's regular rate of pay, the city will make up the difference, less applicable payroll deductions. Premium pay items such as overtime, bonus pay, shift differential, etc. are not included as a part of the regular rate of pay for salaried or hourly employees.

Employees who underreport their military wages or fail to immediately notify the city of an increase to their military wages, directly or through a family member, shall reimburse the city for all overpayments. Further, the employee shall be subject to discipline up to and including termination of employment.

An employee may use any and all hours of accrued leave including sick leave, in increments necessary to maintain current voluntary deductions, including but not limited to health, deferred comp, etc.

The city will continue to subsidize an employee's group health/dental care benefits for the first 30 days of active service. Employees who are on military leave for 31 days or longer are eligible for health benefit coverage from the military.

### **Section D. MILITARY TRAINING LEAVE**

The city provides paid leave for authorized training performed by members of a Reserve component not on active duty and performed in connection with the prescribed activities of the Reserve component.

Although not required by law, an extension of benefits and pay differential will be provided to eligible employees who have completed one year of employment with the city. Ketchum firefighters who normally work 48-hour shifts are eligible to receive composite pay not to exceed 144 hours per calendar year as follows:

If the military pay (total of base pay, housing allowance, special duty pay, etc. excluding combat pay) is less than the employee's regular rate of pay, the city will make up the difference, less applicable payroll deductions. Premium pay items such as overtime, bonus pay, shift differential, etc. are not included as a part of the regular rate of pay for salaried or hourly employees.

If military training requirements exceed 144 hours, employees shall choose one of the following options:

- A. Use accrued compensatory time for regularly scheduled hours.
- B. Use accrued vacation leave for regularly scheduled hours.
- C. Take leave without pay.

For any employee to be eligible to receive paid military training leave, they shall submit a written request for the military training leave to their supervisor at least fourteen (14) calendar days in advance, along with a copy of military orders or other government-issued proof that the leave is for military Reserve training.

Employees who participate in multiple trainings per calendar year shall submit military orders for each training.

Employees shall notify their supervisor as soon as they are aware of their training schedule and notify the supervisor of any conflicts with their work schedule.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, to be effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

For IAFF Local # 3426

\_\_\_\_\_  
Lara McLean, President

For the City of Ketchum, Idaho

\_\_\_\_\_  
Neil Bradshaw, Mayor

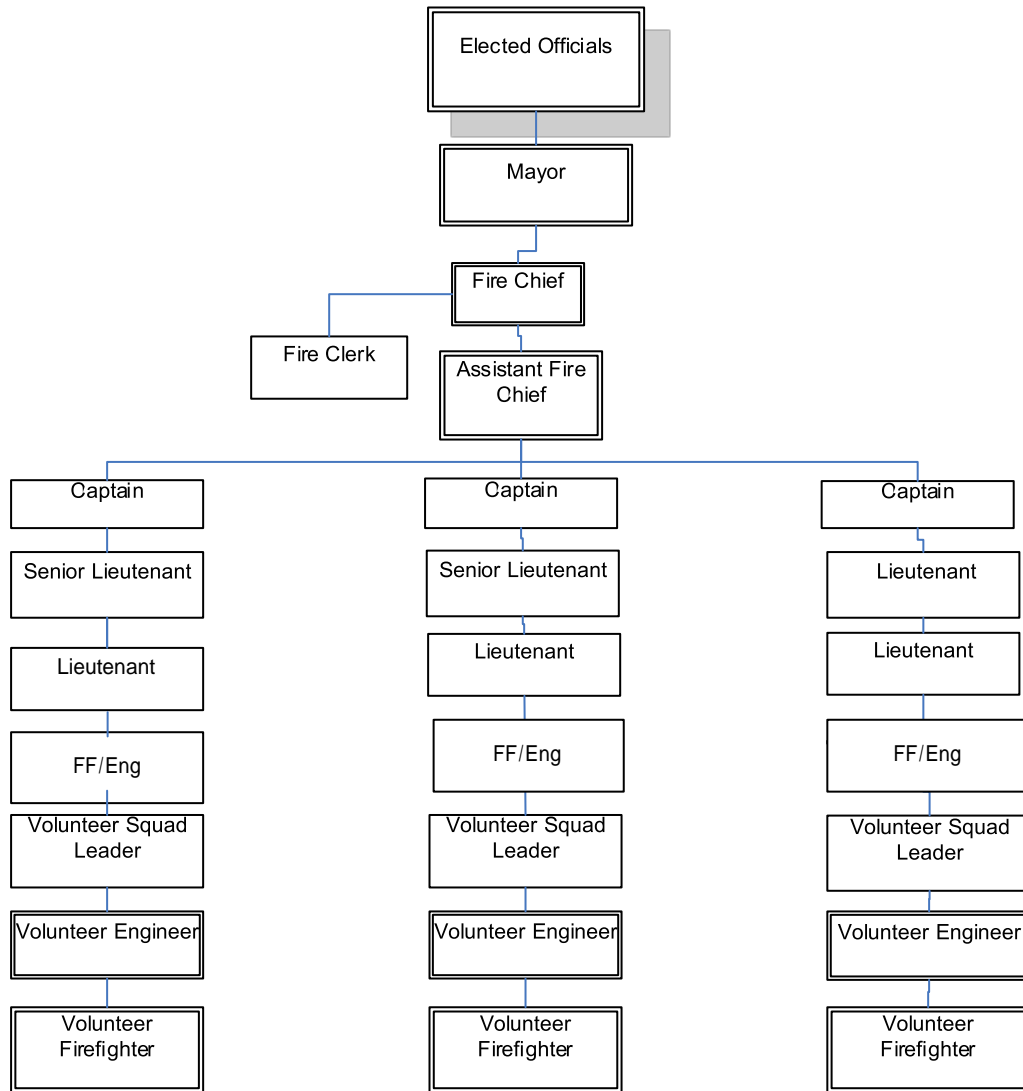
Attest:

\_\_\_\_\_  
Trent Donat, City Clerk

SCHEDULE A-ORGANIZATIONAL CHART

**Ketchum Fire Department  
Operational Chain of Command**

10/01/2017





## APPENDIX B

# Blaine County Physical Ability Test (BCPAT)

The BCPAT is the test of a candidate's fitness that mirrors actual tasks a firefighter would perform on the fireground. The candidate will wear a 45 pound weight vest which simulates the weight of a firefighter's personal protective equipment (PPE) and self-contained breathing apparatus (SCBA) throughout the test. The test consists of 8 separate tasks (see detail below) that are completed in sequence. This is a timed event and all successful candidates must complete the tasks within 10 minutes and 20 seconds to pass the test. A testing proctor will accompany the candidate throughout the test, directing the candidate as needed.

Before and after the test the candidate's pulse and blood pressure will be checked. The candidate's pulse should not exceed 100bpm at rest and the candidate's systolic blood pressure should be less than 150 mmhg.

Candidates will be required to wear a minimum of long pants, t-shirt, and closed-toed shoes. A weight vest, work gloves, and a helmet will be supplied for the candidates to wear during the test. The candidate may bring their own work glove if desired.

### BCPAT tasks

- 1. Stair Climb.** The candidate will ascend and descend the interior stairwells at a rate of 1 step per second for 3 minutes and 20 seconds. Upon completion the candidate will walk to the next station following the testing proctor's instructions.
- 2. Hose Drag.** The candidate will pick up a nozzle attached to 200 feet of 1 ¼ inch hose and proceed 75 feet to an obstacle, make a 90 degree turn around the obstacle and proceed another 25 feet to a marked area where the candidate will position with 1 knee on the ground. The candidate may drape the hose over their shoulder or across their chest if desired. The candidate must pull the hose hand over hand an additional 50 feet of hose into the marked area. The candidate is allowed to run during this event. Upon completion the candidate will walk to the next station following the testing proctor's instructions.
- 3. Equipment Carry.** The candidate will remove 2 saws one at a time from a simulated cabinet and place them on the ground. The candidate will then pick up both saws and proceed, walking, around an obstacle and return to the cabinet (75 feet total distance), place the saws on the ground and replace them one at a time to the simulated cabinet. The candidate may readjust their grip on the tools at any time. Upon completion the candidate will be directed to the next station following the testing proctor's instructions.



**4. Ladder Raise and Extension.** The candidate will raise a 24 foot extension ladder by starting at the tip and raising it hand over hand using the ladder rungs until the ladder is against the wall. The

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candidate will proceed to an adjacent ladder that is tied off to the wall and using the lanyard fully extend the ladder fly to the stop, then tower the fly back to the ground using a hand over hand technique. Upon completion the candidate will be directed to the next station by the testing proctor.

**5. Forcible Entry.** The candidate will strike a tire with a 10 pound sledge hammer 10 times. The candidate must strike the tire on the target on the tire. Upon completion the candidate will proceed to the next station by the testing proctor.

**6. Search.** The candidate will be required to crawl through a dark search tunnel with obstacles to simulate a search in low visibility conditions. Upon completion the candidate will be directed to the next station by the testing proctor.

**7. Rescue.** The candidate will drag a 165 pound mannekin 35 feet to an obstacle, proceed 180 degrees around the obstacle and return 35 feet to the starting point. Upon completion the candidate will be directed to the next station by the testing proctor.

**8. Ceiling Breach and Pull.** The candidate will be required to strike a designated point on an 8 foot ceiling with a 25 pound bar 3 times then pull an adjacent pike pole attached to a rope with a 50 pound weight. The weight must leave the ground 5 times. 5 sets of 3 pushes and 5 pulls will be completed. Upon completion the candidate will have completed the BCPAT.

The BCPAT will be held at the Ketchum/Sun Valley Fire Training Facility at 291 Lewis St. in Ketchum, ID. Candidates should be prepared for cool weather while waiting for their turn, however a heated office will be available for candidates to wait/recover.

The candidates will also be required to complete a ladder climb to ensure that the candidates are not acrophobic (afraid of heights). This is an untimed event separate from the BCPAT.

Sun Valley Economic Development  
July 2024

**Describe any activities taken this month to advance your industry targeting objectives (Objective A)**- rollout of summer vocational boot camps to 200 high school students with 10 different camps in culinary x 2, construction x 2, public water works, AI, and childcare; partnering with BSU and CSI to structure a 2+2 year post-secondary unique BA program in resort hospitality management; support to local restaurateurs on allocation of the three new resort liquor licenses; preparation of Idaho Tax Reimbursement Incentive application for Decker LLC based on projected growth aspirations

**Describe any activities taken this month to advance your business outreach objectives (Objective B)** –direct outreach to 48 local business organizations this month; main business concern remains lack of local talent/workforce housing but Hwy 75 closures and elimination of parking spaces emerging concern; delivered 3Q SVED Roundtable on the Alpine World Cup in partnership with the Sun Valley Co. to 50 participants; continued planning for 2025 FIS Alpine World Cup Finals in Sun Valley; recent major business changes include sale of the Warfield Distillery, hiring freeze at 1<sup>st</sup> Lite with future growth now focused on Meateater HQ in Montana; windup of SV Gold portfolio, and new Columbia Hospitality management contract for Hotel Ketchum/Tamarack.

**Describe any activities taken this month to advance your main street and entrepreneurship activities (Objective C)** –completed opportunity cost analysis of recent Hwy 75 traffic delays caused by new traffic light installation to show negative impact of delays on commuters of at least \$30 million on an annual basis, and shared with BC Commissioners and ITD; continued discussions with businesses about parking removed from Ketchum downtown core; rollout of BCHA Housing Nexis study showing incremental worker housing needed to support new residential and commercial construction

**Describe any activities taken this month to advance your placemaking objectives (Objective D)** – started EIA on SV Film Festival

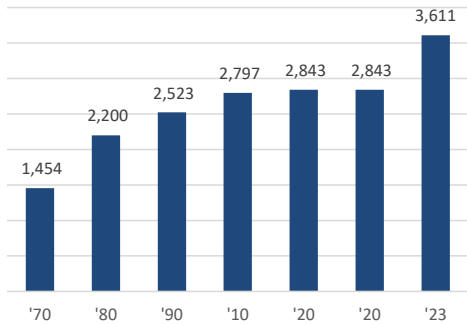
**Describe any activities taken this month to advance your professional development objectives (Objective E)** – ED Pro webinar on Cybersecurity

**Describe any other activities taken this month that fall outside of your workplan objectives-** Improvement in bookkeeping and bill payment processes

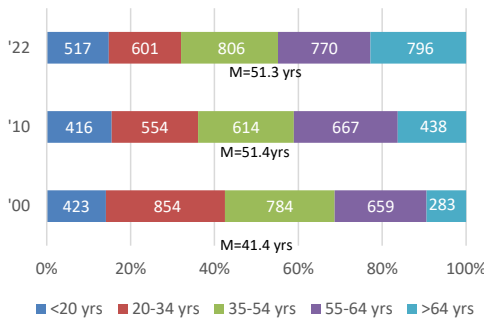


CITY DEMOGRAPHICS

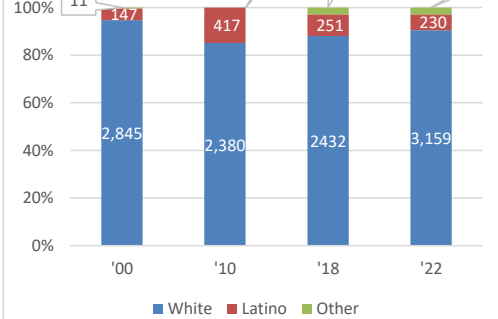
POPULATION



AGE

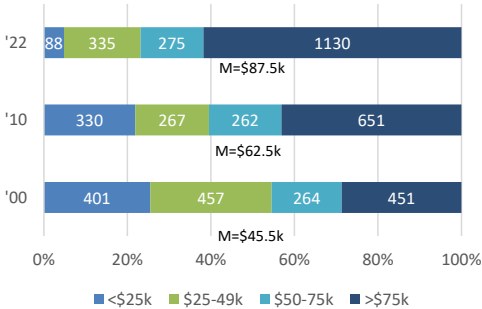


RACE/ETHNICITY

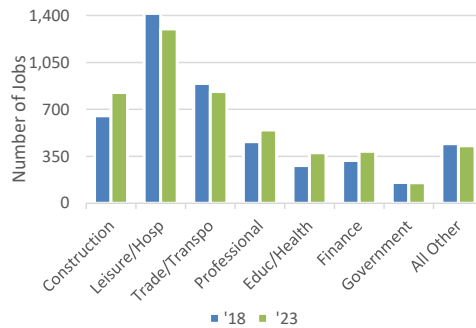


CITY EMPLOYMENT & INCOME

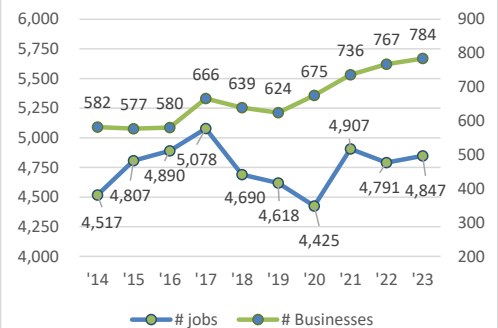
HOUSEHOLD INCOME DISTRIBUTION



JOB BY INDUSTRY SECTOR

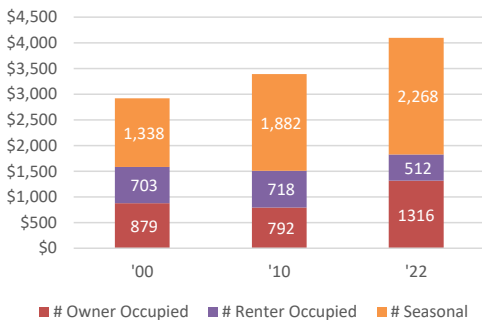


NUMBER OF JOBS AND BUSINESSES

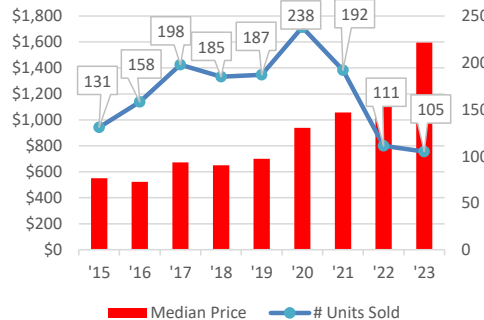


CITY HOUSING STOCK

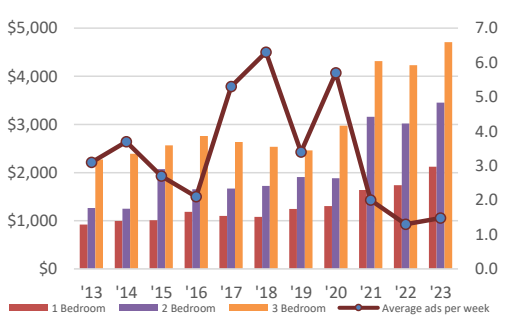
HOUSING STOCK UTILIZATION (# units)



RESIDENTIAL SALES TRANSACTIONS (\$000 & #)

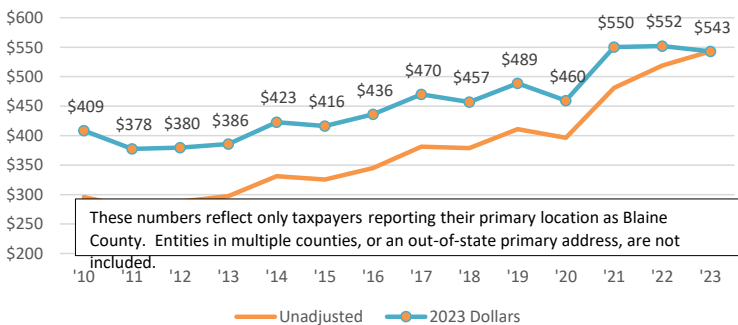


AVERAGE RENT/MO & ADS PER WEEK

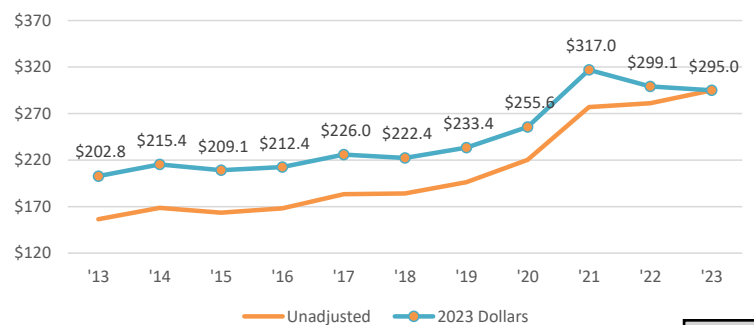


CITY BUSINESS ACTIVITY

TOTAL REPORTED SALES (\$M)

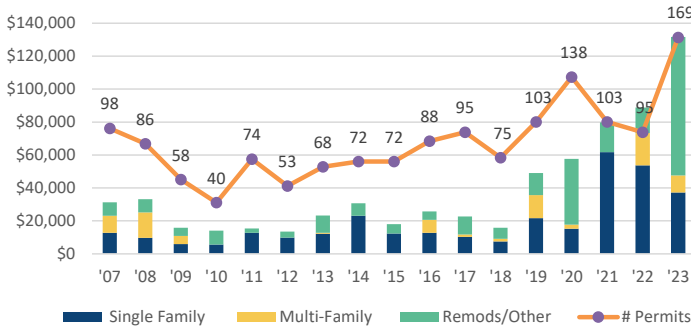


TOTAL REPORTED WAGES (\$M)

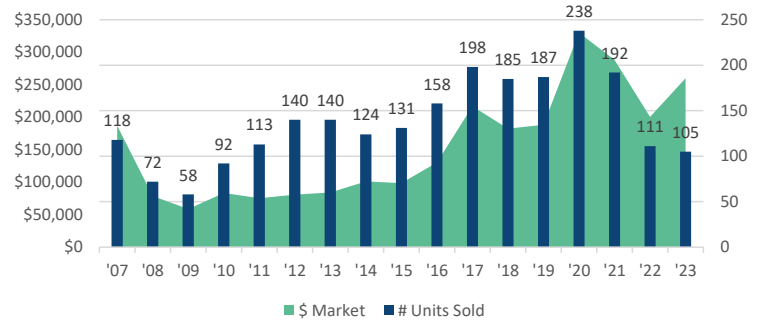


## CITY RESIDENTIAL ACTIVITY

### RESIDENTIAL BUILDING PERMITS (\$000)

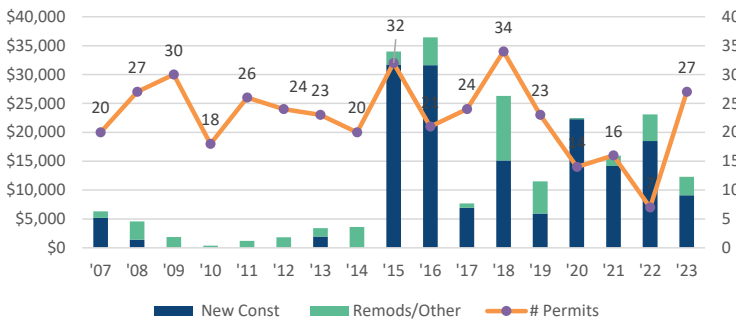


### RESIDENTIAL SALES TRANSACTIONS (\$000)

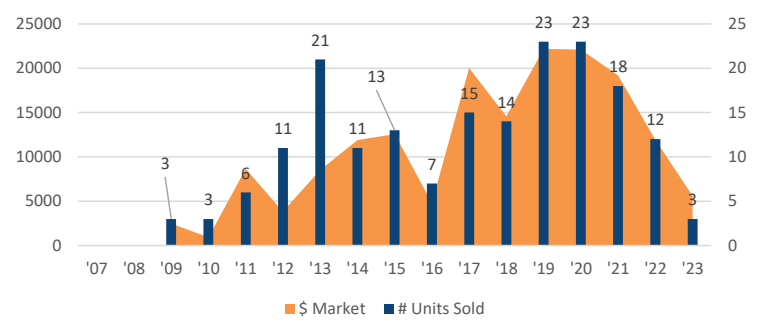


## CITY COMMERCIAL ACTIVITY

### COMMERCIAL BUILDING PERMITS (\$000)

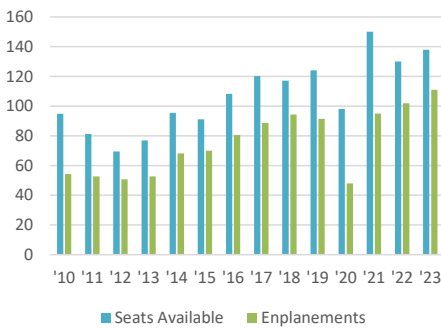


### COMMERCIAL SALES TRANSACTIONS (\$000)

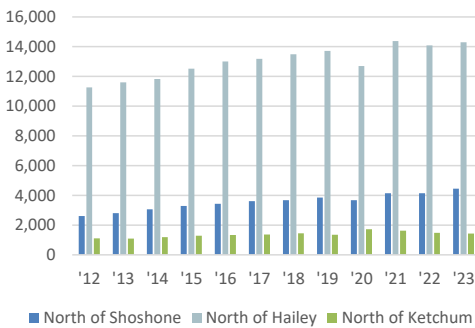


## TOURISM MEASURES

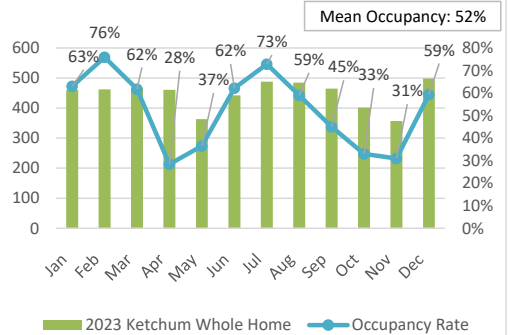
### SUN SEATS & ENPLANEMENTS (000)



### AVERAGE DAILY TRAFFIC VOLUME



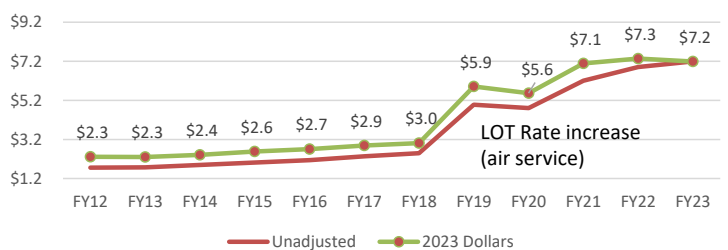
### SHORT TERM RENTAL LISTINGS & OCC



## CITY GOVERNMENT ACTIVITY

CITY OF KETCHUM	FY 2023	FY 2022	% Change
Revenue Expenditures (\$m)	\$ 20.39	\$ 15.83	29%
Capital Expenditures (\$m)	\$ 2.89	\$ 5.01	-42%
Employees (# FTE)			
Property Tax Rate (\$ per mil)	\$ 3,635	\$ 3,928	-7%
Total Assessed Value (\$m)	\$ 5,579	\$ 5,169	8%

### LOCAL OPTION TAXES (\$M)



## OTHER STATISTICS

RELATIVE COMPARISONS:	Blaine	Idaho	U.S.	OTHER KETCHUM DATA:	2023	2022	2021	2020	2019
Unemployment Rate (%)	2.9%	3.1%	3.6%	Serious Crime/100k	3.9%	3.9%	4.1%	2.2%	2.3%
School Spending (\$000/pupil)	\$18.50	\$9.80	\$16.08	Emissions Per Capita (MT CO2e)	N/A	N/A	N/A	N/A	28.9
Graduation Rates (%)	84%	81%	87%	Top 5 Employers:					
Bachelors Degree or Higher (%)	45%	32%	36%	1 YMCA					
Population Density (per mile <sup>2</sup> )	11	19	96	2 Atkinson's Markets					
Travel time to work (minutes)	18	22	28	3 City of Ketchum					
Home Electrical Rates (\$/kWh)	\$0.09	\$0.09	\$0.02	4 Zenergy					
Serious Crime (per 100k)	2.9%	3.9%	N/A	5 Mountain Rides					
Per Capita Income ('21; \$000)	\$165.60	\$55.60	\$65.40						



City of Ketchum

## CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:  Staff Member/Dept:

Agenda Item:

Recommended Motion:

**"I move to support a construction schedule of fall 2025 and spring 2026 for the Trail Creek bridge replacement."**

Policy Analysis and Background:

The Idaho Department of Transportation (ITD) has been working closely with the city regarding the roadway design. ITD's current plan is to split the work between 2025 and 2026. The new Trail Creek bridge will be constructed in two phases during the spring of both years (current plan). During that period, northbound traffic will stay on the highway and southbound traffic will be detoured to Second Ave and then Serenade Lane.

Upon learning that Sun Valley will host the 2025 World Cup Finals (March 22-27), several entities requested that the city work with ITD to determine whether construction plans could change to not take place during the events. Work in the creek channel must take place in the winter/spring while water levels are lowest and to avoid fish spawning periods under Idaho law. The timing also avoids fall activities (Wagon Days and Trailing of the Sheep) and is lowest traffic volume period of the year.

### Potential timelines

1. Current plan: Winter/Spring 2025 & Winter/Spring 2026
  - Construct half of Trail Creek bridge at a time, to include a single-lane closure.
  - Approximate 15-week period from mid-February to the end of May, in 2025 and 2026.
  - Northbound traffic would remain on Highway 75 and southbound traffic would detour to 2nd Avenue and then Serenade Lane.
2. Alternate #1: Winter-Spring 2026
  - Construct entirety of Trail Creek bridge in a single phase which would require a complete closure
  - This would require all traffic to detour onto the Serenade detour route.
  - Construction would begin in early January 2026 and extend into June 2026—approximately 24-week period.
3. Alternate #2: Fall 2025 and Winter/Spring 2026
  - Construct half of Trail Creek bridge at a time, to include a single-lane closure.
  - Northbound traffic would remain on Highway 75 and southbound traffic would detour to 2nd Avenue and then Serenade Lane.
  - Approximate 10-week period from post-Labor Day to mid-November in 2025. Staff would need to coordinate with Trailing of the Sheep organizers to address this closure.

- Approximate 15-week period from mid-February to the end of May in 2026

**Utility relocation work ahead of bridge replacement**

- Should the current plan of spring 2025 stay as the preferred schedule, Intermountain Gas will need to close the bridge for three to four weeks to bore a new line under Trail Creek in order to be out of the way for construction.
- Should the new schedule of fall 2025 occur, that work could be moved to spring of 2025.
- The city will also need to relocate a wastewater line which would take two to three days of a full closure. These efforts would be coordinated.

**Staff recommendation**

Per Council direction, staff met with the Ketchum Business Advisory Council and Harriman Hotel construction team to understand impacts of all options. Both groups preferred Alternate #2. It is important to note that due to the Labor Day holiday, city staff were not able to hold a final meeting with ITD to validate any concerns of asphalt patching during November. Staff intends to meet with ITD and the design team prior to the Council meeting to validate any final concerns.

Sustainability Impact:

None.

Financial Impact:

None OR Adequate funds exist in account:

There is no financial request of the City.