



**CITY OF KETCHUM, IDAHO**

CITY COUNCIL

Monday, August 05, 2024, 4:00 PM  
191 5th Street West, Ketchum, Idaho 83340

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**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.**

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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/81343452390>

Webinar ID:813 4345 2390

- 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 \*Special Meeting\* July 25th, 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 approve amended ROW Encroachment Agreement 22835A for the Sapp Townhomes located at 780 N 4th Ave - Director of Planning and Building Morgan Landers

- [6.](#) Recommendation to re-approve the 5th & Main Mixed-Use Development Lot Consolidation Subdivision Final Plat Application and adopt the Findings of Fact, Conclusions of Law, and Decision - Senior Planner Abby Rivin
- [7.](#) Recommendation to review and approve the Cedars Townhomes Subdivision Final Plat - Associate Planner Paige Nied
- [8.](#) Recommendation to approve Alcohol Beverage Licenses - Business and Tax Specialist Kelsie Choma
- [9.](#) Recommendation to Approve Memorandum of Understanding #24-002 with neighboring dark sky jurisdictions - Assistant to City Administrator Aly Swindley
- [10.](#) Recommendation to accept property acquisition offer from Idaho Department of Transportation for 703 S. Main Street to construct a sidewalk - City Administrator Jade Riley

**PUBLIC HEARING:**

- [11.](#) Request for policy direction regarding potential adjustment to short-term lodging Local Option Tax rate for Housing Program - City Administrator Jade Riley and Housing Director Carissa Connelly
- [12.](#) Request for policy direction regarding Resolution #24-015 in order to create the Ketchum Fire District - Fire Chief Bill McLaughlin
- [13.](#) Motion to approve the first reading by title only of Ordinance #1255 and schedule the second reading - Finance Director Brent Davis
- [14.](#) Motion to approve the first, second and third reading by title only of Ordinance #1254 - Finance Director Brent Davis

**ADJOURNMENT:**

## Cyndy King

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**From:** Amanda Breen  
**Sent:** Friday, July 26, 2024 10:08 AM  
**To:** Cyndy King  
**Cc:** Daniel Hansen  
**Subject:** Fw: First & Washington

Public comment.

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**From:** Kerry Sharp <kerry@niobraragroup.onmicrosoft.com>  
**Sent:** Friday, July 26, 2024 9:58 AM  
**To:** Amanda Breen <ABreen@ketchumidaho.org>  
**Subject:** First & Washington

Stop this project, now!

From Idaho Mountain Express 26 July

### Ketchum leaders, workforce-housing critics spar at open house

Crowd comes out largely against First and Washington project

KERRY SHARP  
West Ketchum

## Cyndy King

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**From:** Amy Weyler <amy.weyler@gmail.com>  
**Sent:** Monday, July 29, 2024 6:26 PM  
**To:** Participate; Participate  
**Subject:** Pause Washington Street Lot Development in Ketchum, Idaho

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

Hello team, I won't be able to attend the meeting on August 13th, so I'm sending my comments ahead of time.

PLEASE LISTEN TO US!!!! Us, the people who live here in Ketchum! Having attended the meetings, seen the 1,200+ names (550+ from Ketchum!) on the petition, reviewed the site plans, and discussed with my friends and neighbors, I can confidently say there is a prevailing disappointment about this project. You and we are all saying that parking and housing are NOT exclusive. Please pause and revisit the subterranean parking, and DO NOT add more retail that will sit vacant. This proposal does NOT meet the needs of the community today. Please PAUSE, revisit old/new options, and do not take more parking from our businesses, which are teetering on survival!

Thank you,  
Amy Weyler

## Cyndy King

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**From:** Harry Griffith <harry@sunvalleyeconomy.org>  
**Sent:** Monday, August 5, 2024 9:59 AM  
**To:** Participate  
**Subject:** SVED Observation on LOT 2% from Lodging Proposal

For your meeting on LOT today, please consider the following:

1. Putting some of the planned new LOT receipts from lodging towards a combination of housing **and** parking/infrastructure.
  - a.
2. Targeting any housing LOT increment towards a specific housing project rather than an undifferentiated pool of housing projects. The proposed deed restriction program might be a good target.
3. Splitting the LOT percentage increase between lodging and retail sales. Say perhaps 75% on lodging and 25% on retail. That could generate some much more significant funding for a variety of housing/parking/infrastructure projects.

SVED suggests discussing these alternatives before reaching a final decision.

Respectfully

**Harry Griffith**

Executive Director, Sun Valley Economic Development

[www.SunValleyEconomy.org](http://www.SunValleyEconomy.org)

## Cyndy King

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**From:** Sawtooth Club <sawtoothclubketchum@gmail.com>  
**Sent:** Sunday, August 4, 2024 12:41 PM  
**To:** Participate; Amanda Breen; Courtney Hamilton; Spencer Cordovano; Tripp Hutchinson  
**Subject:** Public Comment for August 5th City Council Meeting  
**Attachments:** City Council Public Comment 8-5-24.pdf

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

Hi,

Attached please find public comment from the Ketchum Business Advisory Council for the August 5th City Council meeting.

Thank you,  
Bronwyn Nickel

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The Ketchum Business Advisory Coalition (KBAC) has heard from our lodging members, and by a wide majority they are opposed to the 2% LOT increase on lodging and short term rentals, that would be completely dedicated to housing. One of the big concerns is that this proposed tax would make Ketchum the most expensive ski resort in the West. Ketchum/Sun Valley already has a reputation for being inaccessible and expensive, and this increased LOT would further that perception, possibly creating barriers to marketing the area. It is unclear why the City is only asking the lodging community to carry the burden of this proposed tax, particularly given that the entire community would benefit from any affordable housing programs. In July 2023, the City began to receive .5% of the current LOT to be used for affordable housing. One year later, the City is back, asking voters for an additional 2%. In addition, the City received a \$2,500,000 housing grant in June 2024. The community needs to have an opportunity to see the results of this funding, before agreeing to provide yet even *more* funding. KBAC suggests pausing the 2% LOT increased tax initiative to give the City an opportunity to learn how this tax increase will impact businesses that have already taken a tremendous hit over the last 4 months (and will continue to do so well into 2025) with the excessive amount of development in town and renovation to Main Street and Highway 75. And finally, with any housing comes the need for parking and updated or new infrastructure. The City has made it clear that there is a shortfall in funding for infrastructure, including creation of parking and sidewalks, road repair, and upkeep of Town Square, Forest Service Park, etc. Any requests for funding for housing need to include a plan for the creation of new, or at least additions, to existing parking & infrastructure so as to best accommodate residents and visitors.

Thank you,  
KBAC Board of Directors  
Bronwyn Nickel  
Holly Mora  
Pete Prekeges  
Scott Curtis  
Julie Johnson  
Roger Roland  
Tom Nickel  
Jed Gray  
Duffy Witmer  
Trevor Thomas  
Cindy Forgeon

## Cyndy King

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**From:** cfabian0202@aol.com  
**Sent:** Sunday, August 4, 2024 2:32 PM  
**To:** Participate  
**Subject:** Regarding First and Washington

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

I would like to see time run out and the KURA funding go back to the entities. This is the wrong place for a building this size. There is not enough parking the the building tenants or for parking for the nearby businesses. The surrounding businesses are totally against as are the customers. The loss of parking places on Main is bad enough! Please listen to us!!  
Cindy Fabian



## Cyndy King

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**From:** Cindy Forgeon <cforg@cox.net>  
**Sent:** Monday, August 5, 2024 12:26 PM  
**To:** Participate; Amanda Breen; Courtney Hamilton; Spencer Cordovano; Tripp Hutchinson; bwpkentwoodlodge@gmail.com  
**Subject:** Please include this public comment to todays Aug5th City Council Meeting,Thank you!

To our City Council and Mayor,

Please accept our expressed concern and Opposition to the City's proposed 2% LOT Increase dedicated Totally to Housing . This increase is targeted at the Lodging community only.

It is unclear as to why the City is only asking the Ketchum Lodging community to carry the burden of this proposed tax particularly given that the entire community and county would benefit from any of the affordable housing programs.

In the 3 meetings the city put on and that I attended... most of the Lodging properties expressed their opposition to it this proposal.

Why has it not looked at others and the Retail community as well?

With the housing funds now the city had not mentioned the \$2.5 million Federal grant it received, In the budget there is \$450,000.00 funding the Blaine County Housing Authority with the County only contributing \$150,000.00, Then there is the \$500,000.00 credit out of the General Fund to subsidize the Silver Creek Living rents in Hailey, this is also a Valley issue.

In the Presentation given the City noted short falls for Capital Improvements and they would include replacing parking, Town Square and Forrest Service park maintenance, sidewalks and lighting for those who will now need to walk blocks to work at restaurants, retail, lodging and more who all take care for everyone in the Valley and tourists. These are infrastructures that would be able to be taken care of by the LOT tax.

There is a short fall created in the Budget for Visit Sun Valley Marketing. Properties are concerned that this Fall is pacing at 33% down from last year. The Lodging community has asked for help and the answer given is we dont have any funds to do so.

With the 2% raise in taxes we would be the highest in the west, resorts that are listed on the power point such as Aspen at 11.5%, Jackson at 8% Sun Valley at 12% . What will this do to our competition now? The American Hotel and Lodging Association did a study that said if you raise the tax 2% our occupancy may go down 3-5%. So Marketing would be critical to stay strong.

Why is the City trying to solve a Valley/County issue by taxing a few?

With the increase in dollars our credit card fees will also be added...with a proposed \$750,000.00 gain with this proposed tax, that would be up to mayb \$30,000.00 additional fees that we will be burdened with let alone the admin fees to do so too.

This is being crammed in during the busiest month of the year for our businesses, and we all work long hours during it.

There are other options so the burden base is broader for all that would benefit. There needs to be a pause so this can be looked at as a whole. To be able to have focus groups actually be able to focus and for cities to join together for this housing need.

Thank you for your consideration!

Cindy Forgeon

Local Owner and GM of the Best Western Plus Kentwood Lodge

## Cyndy King

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**From:** susancneaman@gmail.com  
**Sent:** Thursday, August 1, 2024 8:16 AM  
**To:** Participate  
**Subject:** Potential ballot measures focus groups

Yes on both !  
Susan Neaman  
Sent from my iPhone

## Cyndy King

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**From:** Terry Ring <terry.ring@silver-creek.com>  
**Sent:** Monday, July 29, 2024 4:05 PM  
**To:** Participate  
**Subject:** Potential ballot measures focus groups

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

We are in support of the consolidation of the fire departments to improve service and save taxpayer money. With a severe labor shortage and high cost-of-living here, we will be able to attract more, and better emergency service works to a larger, more efficient entity.

We support the increase in LOT Tax on hotel rooms. An additional 2% will not affect the demand. Our customers are accustomed to paying much higher taxes on hotel rooms around the world. A tax increase on liquor sales has no impact on demand. That said, any tax increase on retail sales does impact demand.

Please let us know if you have any questions or would like any additional information.

Sincerely,

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



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## Cyndy King

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**From:** Leslie Knutson <dr.leslieknutson@gmail.com>  
**Sent:** Monday, July 29, 2024 3:07 PM  
**To:** Participate  
**Subject:** Potential ballot measures focus groups

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

Hello.

I would like to support the fire consolidation. I do not want to support an additional 2% LOT motion.

Kind regards,

No spell check  
Dr. Leslie Knutson

## Cyndy King

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**From:** Amy Weyler <amy.weyler@gmail.com>  
**Sent:** Monday, July 29, 2024 6:26 PM  
**To:** Participate; Participate  
**Subject:** Pause Washington Street Lot Development in Ketchum, Idaho

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

Hello team, I won't be able to attend the meeting on August 13th, so I'm sending my comments ahead of time.

PLEASE LISTEN TO US!!!! Us, the people who live here in Ketchum! Having attended the meetings, seen the 1,200+ names (550+ from Ketchum!) on the petition, reviewed the site plans, and discussed with my friends and neighbors, I can confidently say there is a prevailing disappointment about this project. You and we are all saying that parking and housing are NOT exclusive. Please pause and revisit the subterranean parking, and DO NOT add more retail that will sit vacant. This proposal does NOT meet the needs of the community today. Please PAUSE, revisit old/new options, and do not take more parking from our businesses, which are teetering on survival!

Thank you,  
Amy Weyler

## Cyndy King

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**From:** Tripp Hutchinson  
**Sent:** Monday, August 5, 2024 2:15 PM  
**To:** Participate; Dawn Hofheimer  
**Subject:** FW: Comment for tonight's meeting 8/5/2024

### TRIPP HUTCHINSON | CITY OF KETCHUM

City Councilor

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

208.726.3841

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

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**From:** Tom Bowman <tombowman011@gmail.com>  
**Date:** Monday, August 5, 2024 at 1:39 PM  
**To:** Neil Bradshaw <NBradshaw@ketchumidaho.org>, Courtney Hamilton <hamilton.courtney1@gmail.com>, Amanda Breen <ABreen@ketchumidaho.org>, Tripp Hutchinson <thutchinson@ketchumidaho.org>, Spencer Cordovano <SCordovano@ketchumidaho.org>  
**Cc:** Jade Riley <jriley@ketchumidaho.org>  
**Subject:** Comment for tonight's meeting 8/5/2024

Please submit this into public comment. Thanks:

Mr. Mayor and Ketchum City Council:

I am submitting this public comment for tonight's consideration of whether to put on the November ballot a measure that would allow the voters of the City of Ketchum to weigh in on whether to form a new government taxing district, a fire district that is the exact same as the City of Ketchum's boundaries and fire department. I have listed my experience in public service at the end of this if you care to put my comments in context. I am unable to attend in person because of other plans made months ago.

I do not think the City is ready to present the question to the voters. The pretext is that forming a new fire district is the easiest way to consolidate with the Wood River Fire and Rescue fire district, headquartered in Hailey and not even contiguous with Ketchum. On paper, that sounds great, but when you scratch the surface, it is clearly a bad deal for the people of Ketchum. And there has been very little informed public input. A work group made up mostly of fire department personnel does not count.

Around 2006 when I was county commissioner, we put a lot of time researching the Idaho Code for fire department consolidation. Idaho taxing structure was and still is the chief impediment for an equitable share of the expense of a consolidated district of this sort.

Due to significant disparities in property valuations, combining Ketchum and the existing WRFR district into a new fire district will create an unfair financial burden for Ketchum taxpayers. For every dollar WRFR taxpayers contribute to shared services, Ketchum residents will be required to pay almost three. This will drastically increase property taxes in Ketchum while significantly decreasing them for WRFR. State law offers no recourse in levy differentials to address this inequality. To compound the issue, Ketchum recently built a new \$12 million fire station, while WRFR's facility is in desperate need of replacement. If consolidation is successful, Ketchum taxpayers will also fund a new fire station for WRFR.

It makes much more sense for adjacent north county fire departments to consolidate because property values are more on par. Same goes for south county fire departments. Ketchum should not consolidate just for the sake of consolidation as if a box needs to be checked off. It must make financial sense to do so. Gaining half of the time of a new training officer (and losing half the time of a fire chief) is not a good enough reason.

Currently \$1,000,000 of the City's fire department budget is funded by local option tax as it was intended to do and \$600,000 is from property taxes. If this passes, the lost funding from LOT will unfairly shift to new property taxes collected from residents and businesses.

It is incorrect to assume that the fire districts can consolidate quickly after the election. Because of quirks in state code, (IC 31-1423) consolidation cannot be started until a levy rate is set and approved by the county which will be no sooner than September of 2025. Another vote may be required to actually consolidate but we won't know until then. If so, that vote would not be until May 2026 at the earliest.

As a lifetime volunteer member, I am a big fan of the Ketchum Fire Department and I don't want to see it diminished by this consolidation attempt. For the sake of brevity, I will not list the other important issues I have, but will be happy to share them later. Once you look carefully into the long term implications for Ketchum residents, visitors and taxpayers I think you will have to say no too.

Sincerely,

Tom Bowman  
Ketchum Resident

*Tom Bowman brief CV*

*1982 - 1999 Business owner in Ketchum*

*1983 - 2001 volunteer member of Ketchum Fire Department, squad leader. Also served as the first president of the Ketchum/Sun Valley Volunteer Assoc.*

*1991 - 2001 Member of Blaine County Planning and Zoning Commission, four years as chairman*

*1996 - 2001 Ketchum Rural Fire District Commissioner (replaced Don Atkinson)*

*2001 - 2003 Family sabbatical*

*2003 - 2005 Volunteer member of Ketchum Fire Department*

*2005 - 2013 Blaine County Commissioner, Ambulance District Commissioner and Friedman Memorial Airport Authority Commissioner*

*2013 - 2019 Back to private sector in Ketchum*

*2013 - 2019 Volunteer member of Ketchum Fire Department*

*March 2019 - September 2019 - Interim Ketchum Fire Chief*

*2019 - present Retired.*

Other

City of Ketchum taxable valuation: **\$6,155,950,928 73% of total**

WRFR Taxable valuation: **\$2,283,937,523 27% of total**

(The following numbers do not include funds from the Ambulance District and should be verified:)

CoK Fire Department approximate fire budget: **\$1,600,000**

WRFR Approximate fire budget: **\$1,300,647**

For comparison:

North Blaine County Fire District budget: **\$502,000**



## Cyndy King

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**From:** Mary Pullin <tyroleanlodqegm@outlook.com>  
**Sent:** Monday, August 5, 2024 1:30 PM  
**To:** Participate  
**Subject:** PUBLIC HEARING responding to the Tax increase

**Importance:** High

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

Hello,

My name is Mary Pullin, I am the General Manager of the Best Western Tyrolean Lodge here in Ketchum.

I wanted to drop a quick line and let you know that we are opposed to the increase in tax as a 13% tax is equal to Aspen, But Ketchum is not Aspen, if there is an increase the expense should go to all businesses in the area as they all prosper from the tourism industry, not just some to cover all!

*Thank You,*

*Mary Pullin*

*General Manager*

*Best Western Tyrolean Lodge*

*(P) 208-726-5336 ext. 0*

*(F) 208-726-2081*

[tyroleanlodqegm@outlook.com](mailto:tyroleanlodqegm@outlook.com)





**CITY OF KETCHUM  
SPECIAL MEETING MINUTES OF THE CITY COUNCIL**

Thursday, July 25, 2024  
191 5<sup>th</sup> St. W, Ketchum, ID

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**CALL TO ORDER:** *(00:0:40 in video)*

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

**ROLL CALL:**

Mayor Neil Bradshaw

Spencer Cordovano

Amanda Breen

Tripp Hutchinson

**ABSENT:**

Courtney Hamilton

**ALSO PRESENT:**

Jade Riley—City Administrator

Trent Donat—City Clerk & Business Manager

Brent Davis—Director of Finance

Morgan Landers—Director of Planning and Building

Ben Whipple—Senior Project Manager

Carissa Connelly—Director of Housing

Adam Crutcher—Associate Planner

Betsy Roberts—Jacobs Engineering

**COMMUNICATIONS FROM MAYOR AND COUNCIL:**

- Spencer Cordovano reminded everyone that fire season is dangerous and asked about posting notices for the public to remind them about fire restrictions during this season. *(00:01:15 in video)*
- Tripp Hutchinson thanked all the local firefighters for all they are doing. *(00:01:58 in video)*
- Neil Bradshaw responded to Tripp’s comment and informed the council that the local firefighters are also helping in California and other places. He went on to speak about the swearing-in of 14 new paid/on-call firefighters and 4 professional firefighters the previous day. *(00:02:06 in video)*
- Neil Bradshaw reminded everyone that this coming Sunday is the last Jazz in the Park. *(00:02:40)*

**CONSENT AGENDA:**

- Spencer Cordovano asked to pull items #9 and #11 for discussion. *(00:03:03 in video)*
- Abby Rivin responded to his question regarding pavers for item #9. *(00:03:40 in video)*
- Spencer Cordovano asked about the budget for item #11. *(00:04:54 in video)*
- Carissa Connelly responded to the question regarding item #11. *(00:07:03 in video)*

**Motion to approve the consent agenda items #2 - #14.** *(00:08:38 in video)*

**MOVER:** Spencer Cordovano

**SECONDER:** Amanda Breen

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

**RESULT: ADOPTED**

**PUBLIC HEARING:**

**15. FY 2024 Amended Budget Public Hearing.**  
Presented by: Brent Davis (00:09:12 in video)

**Public comment open:** (00:018:38 in video)

None

**Public comment closed:**(00:18:58 in video)

**Comments, and questions, and discussion by council.** (00:19:10 in video)

**Motion to approve the FY 2024 Amended Budget as noticed and schedule the second and third reading of Ordinance 1254 for August 5<sup>th</sup>, 2024.** (00:20:26 in video)

**MOVER:** Amanda Breen

**SECONDER:** Tripp Hutchinson

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

**RESULT: ADOPTED**

**16. FY 2025 Fees and Charges Public Hearing. Consideration and adoption of Resolution 25-001.**  
Presented by: Brent Davis (00:20:45 in video)

- Tripp Hutchinson brought a proposal to the Finance Director and the council. (00:23:50 in video)

**Public comment open.** (00:24:55 in video)

None

**Public comment closed.** (00:25:19 in video)

- Neil Bradshaw addressed the council. (00:25:22 in video)

**Comments, questions, and discussion by council.** (00:26:27 in video)

Joined by: Carissa Connelly (00:30:01 in video)

Matt Johnson (00:32:38 in video)

Jade Riley (00:33:20 in video)

**Motion to adopt Resolution 25-001 a revised fee schedule for the City of Ketchum, Idaho excluding Planning and Building miscellaneous community housing in-lieu fee.** (00:38:58 in video)

**MOVER:** Tripp Hutchinson

**SECONDER:** Spencer Cordovano

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

**RESULT: ADOPTED**

**17. FY 2025 Fees & Charges Public Hearing.**  
Presented by: Brent Davis (00:39:31 in video)  
Joined by: Jade Riley (00:48:51 in video)

**Comments, questions, and discussion by council.** (00:49:47 in video)

**Public comment open.** (00:54:18 in video)

None

**Public comment closed.** (00:54:36 in video)

**Comments, questions, and discussion by council.** *(00:54:50 in video)*

**Motion to approve the FY 2025 Proposed Budget as noticed and schedule the 1<sup>st</sup> reading of Budget Ordinance 1255 for August 5<sup>th</sup>, 2024.** *(00:57:56 in video)*

**MOVER:** Spencer Cordovano

**SECONDER:** Amanda Breen

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

**RESULT: ADOPTED**

- Brent Davis presented the timeline and next steps regarding the Budget Ordinance. *(00:58:30 in video)*

**NEW BUSINESS:**

**18.** Recommendation to review and approve Determination on Request for Reconsideration by 308 East Canyon Run, LLC, related to denial of Application for Right-of-Way Encroachment Permit.

Introduced by: Neil Bradshaw *(01:01:33 in video)*

**Comments, questions, and discussion by council.** *(01:02:14 in video)*

Joined by: Matt Johnson *(01:03:35 in video)*

Joined by: Morgan Landers *(01:05:54 in video)*

**Motion to deny the request for reconsideration and approve the draft determination as presented by the city attorney.** *(01:09:08 in video)*

**MOVER:** Amanda Breen

**SECONDER:** Tripp Hutchinson

**AYES:** Tripp Hutchinson, Amanda Breen

**NAYS:** Spencer Cordovano

**RESULT: ADOPTED**

**19.** Recommendation to review and discuss updates to Administration & Procedures of applications as part of the Cohesive Ketchum: Land Use Regulations Update.

Introduced by: Neil Bradshaw *(01:09:25 in video)*

Presented by: Adam Crutcher *(01:10:14 in video)*

**Comments, questions, and discussion by council.** *(01:16:21 in video)*

Joined by: Morgan Landers *(01:19:46 in video)*

**20.** Project Main Street update.

Presented by: Ben Whipple *(01:31:29 in video)*

Joined by: Jade Riley *(throughout presentation)*

**Questions, and comments from council.** *(throughout presentation)*

**Questions, comments, and discussion by council members.** *(01:47:57 in video)*

**EXECUTIVE SESSION:**

**21.** 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.

**Motion to move to 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. (01:53:18 in video)**

**MOVER:** Amanda Breen

**SECONDER:** Tripp Hutchinson

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

**RESULT: ADOPTED**

**ADJOURNMENT:**

**Motion to adjourn. (001:53:51 in video)**

**MOVER:** Spencer Cordovano

**SECONDER:** Amanda Breen

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

**RESULT: UNANIMOUS**

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Neil Bradshaw, Mayor

**ATTEST:**

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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>LEGISLATIVE &amp; EXECUTIVE</b>					
<b>01-4110-2515 VISION REIMBURSEMENT ACCT(HRA)</b>					
NBS-NATIONAL BENEFIT SERVI	1016033	JULY ADMIN FEES	22.95		0
Total LEGISLATIVE & EXECUTIVE:			22.95		
<b>ADMINISTRATIVE SERVICES</b>					
<b>01-4150-2515 VISION REIMBURSEMENT ACCT(HRA)</b>					
NBS-NATIONAL BENEFIT SERVI	1016033	JULY ADMIN FEES	65.00		0
<b>01-4150-3100 OFFICE SUPPLIES &amp; POSTAGE</b>					
CHATEAU DRUG CENTER	2887356	DOG BOWL FOR LOBBY	8.99		0
COPY & PRINT, L.L.C.	2087	COMB BINDS	18.75		0
JANE'S ARTIFACTS	062687	SHEET PROTECTORS, PAPER CLIPS	115.43		0
JANE'S ARTIFACTS	062691	POST ITS	28.69		0
JANE'S ARTIFACTS	062719	COMB BINDS	16.74		0
JAQUET, WENDY	072524	REIMBURSEMENTS FOR WRV-ITD BOARD MEETING	270.60		0
<b>01-4150-4200 PROFESSIONAL SERVICES</b>					
CINTAS	4199881952	TOWELS AND MATS	40.99		0
<b>01-4150-4900 PERSONNEL TRAINING/TRAVEL/MTG</b>					
ASSOCIATION OF IDAHO CITIES	200012089	CONFERENCE REGISTRATION	420.00		0
<b>01-4150-5100 TELEPHONE &amp; COMMUNICATIONS</b>					
CENTURY LINK	333450155 071	333450155 071324	75.74		0
<b>01-4150-5110 COMPUTER NETWORK</b>					
INTEGRATED TECHNOLOGIES	244628	CITY HALL - 191 W 5TH ST	478.19		0
<b>01-4150-5150 COMMUNICATIONS</b>					
SNEE, MOLLY	2407	RETAINER FEE FOR JULY	3,000.00		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
<b>01-4150-5200 UTILITIES</b>					
IDAHO POWER	22003990334 0	2203990334 131 E RIVER ST, N 1ST AV LIGHT	60.28		0
IDAHO POWER	2206570869 07	2206570869 171 E RIVER ST	21.66		0
IDAHO POWER	2260077785 07	180 E 1ST ST WHSE	310.56		0
Total ADMINISTRATIVE SERVICES:			4,931.62		
<b>LEGAL</b>					
<b>01-4160-4200 PROFESSIONAL SERVICES</b>					
WHITE PETERSON LAW FIRM	24892R 063024	GENERAL CITY ADMIN JUNE 2024	16,500.00		0
Total LEGAL:			16,500.00		
<b>PLANNING &amp; BUILDING</b>					
<b>01-4170-2515 VISION REIMBURSEMENT ACCT(HRA)</b>					
NBS-NATIONAL BENEFIT SERVI	1016033	JULY ADMIN FEES	23.20		0
<b>01-4170-4200 PROFESSIONAL SERVICES</b>					
CLARION ASSOCIATES LLC	9795	KETCHUM COMP PLAN & CODE REWRITE	11,793.96		0
CLARION ASSOCIATES LLC	9803	KETCHUM COMP PLAN & CODE REWRITE	3,374.99		0
<b>01-4170-4220 PROF SVCS-FLOOD PLAIN PROG REM</b>					
HARMONY DESIGN & ENGINEE	24150	18018 KETCHUM SAP REVIEW THROUGH 06302024	692.50		0
<b>01-4170-6910 OTHER PURCHASED SERVICES</b>					
ATKINSONS' MARKET	04870524	LA CROIX	32.28		0
ATKINSONS' MARKET	04871716	SPARKLING WATER AND BARS	164.49		0
ATKINSONS' MARKET	06780461	SPARKLING WATER AND BARS	68.30		0
ATKINSONS' MARKET	06780464	ICE	9.45		0
Total PLANNING & BUILDING:			16,159.17		
<b>NON-DEPARTMENTAL</b>					
<b>01-4193-4200 PROFESSIONAL SERVICE</b>					
GALENA-BENCHMARK ENGINE	0124-020	S MAIN ST COORDINATION	5,115.00		0
GALENA-BENCHMARK ENGINE	0224-068	S MAIN ST COORDINATION	685.00		0
HOLST ARCHITECTURE, INC	0030932	PROFESSIONAL SERVICES JULY 2024	4,180.00		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
ACRISURE	881595	JULY 2024 CONSULTING SERVICES	1,875.00		0
<b>01-4193-9930 GENERAL FUND OP. CONTINGENCY</b>					
KIMLEY-HORN & ASSOCIATES	193154000-062	STREETS CONDITION SURVEY & LONG-TERM MAINTENANCE IMPLEMENTATION PLAN	12,290.00	24063	0
THE BURGER GRILL	072324	PAYMENT FOR GIFT VOUCHERS FOR MAIN ST BUSINESSES	555.00		0
Total NON-DEPARTMENTAL:			24,700.00		
<b>FACILITY MAINTENANCE</b>					
<b>01-4194-2515 VISION REIMBURSEMENT ACCT(HRA)</b>					
NBS-NATIONAL BENEFIT SERVI	1016033	JULY ADMIN FEES	29.15		0
<b>01-4194-3200 OPERATING SUPPLIES</b>					
GEM STATE PAPER & SUPPLY	1122978	MISC. SHOP SUPPLIES	635.76		0
<b>01-4194-3500 MOTOR FUELS &amp; LUBRICANTS</b>					
CHRISTENSEN INC.	CL61506	GAS & DIESEL	259.05		0
<b>01-4194-5100 TELEPHONE &amp; COMMUNICATIONS</b>					
INTEGRATED TECHNOLOGIES	244628	FACILITIES MAINTENANCE	13.37		0
<b>01-4194-5200 UTILITIES</b>					
IDAHO POWER	2203313446071	900 N 3RD AVE RESTROOM	79.11		0
IDAHO POWER	2208579470071	215 LEWIS ST COMPACTOR	47.28		0
<b>01-4194-5900 REPAIR &amp; MAINTENANCE-BUILDINGS</b>					
A.C. HOUSTON LUMBER CO.	2407-763477	ROPE CLIPS FOR FLAGPOLE	3.38		0
BIG WOOD LANDSCAPE, INC.	30391	PAVER/STONE WALKWAY/DECK INSTALLATION	3,220.29		0
LUTZ RENTALS	155133-1	TURBO DRYER-CITY HALL	90.72		0
MOUNTAIN FIRE SPRINKLER	4438	Annual Fire Sprinkler Inspections	390.00		0
STANDARD PLUMBING SUPPLY	XBTK41	TOILET REPAIRS FOR CITY HALL	306.15		0
<b>01-4194-5910 REPAIR &amp; MAINT-491 SV ROAD</b>					
CINTAS	4199190605	MATS	47.66		0
CINTAS	4199882018	MATS	47.66		0
EVANS PLUMBING INC	154224	STARBUCKS TOILET REPAIR	902.24		0
<b>01-4194-5950 REPAIR &amp; MAINT-WARM SPRINGS PR</b>					
A.C. HOUSTON LUMBER CO.	2407-762849	CONCRETE DRY MIX FOR DOG PARK	49.36		0



Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
A.C. HOUSTON LUMBER CO.	2407-763773	DERBY ROPE FOR DOG PARK	138.60		0
A.C. HOUSTON LUMBER CO.	2407-764080	REBAR FOR DOG PARK	131.07		0
A.C. HOUSTON LUMBER CO.	2407-764137	PAINT PEN & CUTOFF DISC FOR DOG PARK	26.06		0
A.C. HOUSTON LUMBER CO.	2407-765030	ANGLE BRUSH FOR DOG PARK	8.99		0
CLEAR CREEK LAND CO. LLC	0000044711	OLD GEEZER ALLY MOBILE STORAGE	231.00		0
COLOR HAUS, INC.	8JDY8	PAINT & BLUE TAPE FOR DOG PARK	16.98		0
PIPECO, INC.	S5571177	REPAIRS FOR DOG PARK	12.19		0
IDAHO DEPARTMENT OF WATER	072324	APPLICATION TO LEASE WATER RIGHTS TO BANK	500.00		0
WARM SPRINGS AUTO PARTS LL	200873	LAWN-GARDEN BATTERY	79.95		0
<b>01-4194-6100 REPAIR &amp; MAINT--MACHINERY &amp; EQ</b>					
SAWTOOTH WOOD PRODUCTS, I	0000148180	REPLACE SWITCH	155.93		0
<b>01-4194-6950 MAINTENANCE</b>					
A.C. HOUSTON LUMBER CO.	2407-765675	MATERIAL TO MAKE NEW VALVE BOX COVERS & SIDE SUPPORTS- ATKINSON PARK	151.43		0
A.C. HOUSTON LUMBER CO.	2407-766091	CONCRETE DRY MIX	30.85		0
BIG WOOD LANDSCAPE, INC.	30391	CUT SHRUBS AT 511 BUILDING	1,445.00		0
CHATEAU DRUG CENTER	2887190	2PK BLADES	6.17		0
CHATEAU DRUG CENTER	2892239	PADLOCK	9.49		0
CLEARWATER POWER EQUIPME	64992	TRIMMER LINE	69.99		0
MOSS GARDEN CENTER	229890	PREM TOP SOIL	14.38		0
PIPECO, INC.	S5571781	ROTATOR HUNTER	72.74		0
PIPECO, INC.	S5582924	ATKINSONS PARK REPAIRS	29.37		0
PIPECO, INC.	S5583755	ATKINSONS PARK REPAIRS	92.41		0
PIPECO, INC.	S5585130	MISC PIPE REPAIRS	26.55		0
WOOD RIVER LOCK SHOP, LLC	21280	Key REPLACEMENTS	52.48		0
Total FACILITY MAINTENANCE:			9,422.81		
<b>POLICE</b>					
<b>01-4210-2515 VISION REIMBURSEMENT ACCT(HRA)</b>					
NBS-NATIONAL BENEFIT SERVI	1016033	JULY ADMIN FEES	22.95		0
<b>01-4210-3500 MOTOR FUELS &amp; LUBRICANTS</b>					
CHRISTENSEN INC.	CL61507	1001227 ADMIN CFN	264.21		0
<b>01-4210-4200 PROFESSIONAL SERVICES</b>					
INTEGRATED TECHNOLOGIES	244628	POLICE	93.48		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
<b>01-4210-5100 TELEPHONE &amp; COMMUNICATIONS</b>					
CENTURY LINK	333466365 071	333466365 071324	171.95		0
Total POLICE:			552.59		
<b>FIRE &amp; RESCUE</b>					
<b>01-4230-2515 VISION REIMBURSEMENT ACCT(HRA)</b>					
NBS-NATIONAL BENEFIT SERVI	1016033	JULY ADMIN FEES	81.75		0
<b>01-4230-3200 OPERATING SUPPLIES FIRE</b>					
ATKINSONS' MARKET	01737171	Cleaning Supplies	24.87		0
IDAHO DEPT. OF HEALTH & WEL	B100009236	KOLENO BACKGROUND CHECK	65.00		0
<b>01-4230-3210 OPERATING SUPPLIES EMS</b>					
ATKINSONS' MARKET	01737171	Cleaning Supplies	24.86		0
ATKINSONS' MARKET	02830996	RIBS FOR EMS DRILL	13.21		0
BOUNDTREE MEDICAL	85389127	BUTTERFLY VEIN SET	497.90		0
BOUNDTREE MEDICAL	85405498	QUICK CLOT, LURE LOCK	718.33		0
BOUNDTREE MEDICAL	85405499	COLD PACKS	52.06		0
BOUNDTREE MEDICAL	85423531	DIPHENHYDRAMINE, C COLLARS, PELVIC SLING	639.64		0
BOUNDTREE MEDICAL	85423532	IV CANNULA, IV ADMIN SET	81.27		0
HENRY SCHEIN	99015536	SODIUM CHLORIDE	38.60		0
HENRY SCHEIN	99124817	NE0-SYNEPHRINE	48.20		0
PRIMARY PHARMACEUTICALS	53204	SODIUM BICARB, DEXTROSE	877.61		0
<b>01-4230-3500 MOTOR FUELS &amp; LUBRICANTS FIRE</b>					
CHRISTENSEN INC.	CL61501	1001221 - FIRE & EMS	370.93		0
WARM SPRINGS AUTO PARTS LL	201190	OIL FILTER, OIL C12 MAINTENANCE	40.63		0
WARM SPRINGS AUTO PARTS LL	201385	OIL & LUBE- E1 OIL CHANGE	240.44		0
<b>01-4230-3510 MOTOR FUELS &amp; LUBRICANTS EMS</b>					
CHRISTENSEN INC.	CL61501	1001221 - FIRE & EMS	632.04		0
WARM SPRINGS AUTO PARTS LL	201190	OIL FILTER, OIL C12 MAINTENANCE	40.62		0
WARM SPRINGS AUTO PARTS LL	201308	AIR FILTER, OIL- R1 & A21 OIL CHANGE	252.07		0
<b>01-4230-4210 PROFESSIONAL SERVICES EMS</b>					
DEPT. OF HEALTH & WELFARE	00007482	PROVIDER ALS LICENSE RENEWAL - SISZELL, JOHN SISCO	25.00		0
WOOD RIVER FIRE & RESCUE	72924	TOUR DE FORCE- LENNY JOSEPH	200.00		0
ZOLL MEDICAL CORPORATION	90102114	Preventative Maintenance Contract	1,020.00		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
<b>01-4230-5110 TELEPHONE &amp; COMMUNICATION EMS</b>					
INTEGRATED TECHNOLOGIES	244628	FIRE - 107 SADDLE RD	57.13		0
<b>01-4230-6000 REPAIR &amp; MAINT-AUTO EQUIP FIRE</b>					
ADRIAN STEEL OF IDAHO, LLC	4242	ENERGY CHAIN	122.50		0
<b>01-4230-6010 REPAIR &amp; MAINT-AUTO EQUIP EMS</b>					
ADRIAN STEEL OF IDAHO, LLC	4242	ENERGY CHAIN	122.50		0
<b>01-4230-6100 REPAIR &amp; MAINT--MACHINERY &amp; EQ</b>					
A.C. HOUSTON LUMBER CO.	2407-760351	FASTENERS	4.00		0
<b>01-4230-6110 REPAIR &amp; MAINT--MACHINERY &amp; EQ</b>					
A.C. HOUSTON LUMBER CO.	2407-760351	FASTENERS	3.99		0
Total FIRE & RESCUE:			6,295.15		
<b>STREET</b>					
<b>01-4310-2515 VISION REIMBURSEMENT ACCT(HRA)</b>					
NBS-NATIONAL BENEFIT SERVI	1016033	JULY ADMIN FEES	33.50		0
<b>01-4310-3200 OPERATING SUPPLIES</b>					
CINTAS	5221188632	STREETS CABINET ORGANIZED AND REPLENISHED	65.89		4310044
TREASURE VALLEY COFFEE INC	2160:10589067	COFFEE & HOT CHOCOLATE, TEA	159.20		4310044
<b>01-4310-3400 MINOR EQUIPMENT</b>					
SAWTOOTH WOOD PRODUCTS, I	0000148403	BULBS FOR WEED WACKER	7.98		4310044
<b>01-4310-3500 MOTOR FUELS &amp; LUBRICANTS</b>					
LUTZ RENTALS	155571-1	OIL FOR HONDA MARINE	25.56		4310044
CHRISTENSEN INC.	CL61503	DIESEL & GAS	736.82		4310044
<b>01-4310-4200 PROFESSIONAL SERVICES</b>					
BIG WOOD LANDSCAPE, INC.	30391	SNOW STORAGE CLEAN UP & DUMP FEE	485.00		4310032
<b>01-4310-5100 TELEPHONE &amp; COMMUNICATIONS</b>					
INTEGRATED TECHNOLOGIES	244628	STREETS - 210 10TH ST	52.49		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
<b>01-4310-5200 UTILITIES</b>					
IDAHO POWER	2204882910071	UTILITIES - 10th Street	465.25		4310047
INTERMOUNTAIN GAS	49439330009 0	49439330009 062424	26.93		4310047
<b>01-4310-6000 REPAIR &amp; MAINT--AUTOMOTIVE EQU</b>					
KARL MALONE FORD HAILEY	14985	STEERING SHAFT FOR EXPEDITION	194.60		4310044
<b>01-4310-6100 REPAIR &amp; MAINT--MACHINERY &amp; EQ</b>					
NAPA AUTO PARTS	192940	BATTERIES FOR CHIP SPREADER	385.18		0
NAPA AUTO PARTS	193677	HOSE ENDS	78.59		4310044
NAPA AUTO PARTS	366162	CORE DEPOSIT CREDIT	43.20-		4310044
WARM SPRINGS AUTO PARTS LL	200846	PARTS MASTER	19.95		4310044
<b>01-4310-6910 OTHER PURCHASED SERVICES</b>					
CINTAS	4199881985	BLACK MAT & COVERALL CLEANING	21.71		4310044
NORCO	40056729	CYLINDER RENTAL 02/01-24-02/29/24	242.15		4310047
NORCO	40313516	SERVICE CHARGE ON PAST DUE AMOUNT	4.24		4310047
NORCO	40548873	CYLINDER RENTAL 04/01/24-04/30/24	256.50		4310047
NORCO	40561388	SERVICE CHARGE ON PAST DUE AMOUNT	4.24		4310047
NORCO	40798309	CYLINDER RENTAL05/01/24-05/31/24	265.05		4310047
NORCO	40810991	SERVICE CHARGE ON PAST DUE AMOUNT	8.73		4310047
NORCO	41036251	CYLINDER RENTAL 06/01/24-06/30/24	256.50		4310047
NORCO	41048928	SERVICE CHARGE ON PAST DUE AMOUNT	8.73		4310047
NORCO	41118610	CYLINDER RENTALS (CARBON DIOXIDE & OXYGEN)	171.58		4310047
<b>01-4310-6920 SIGNS &amp; SIGNALIZATION</b>					
A.C. HOUSTON LUMBER CO.	2407-766132	COUP NUT FOR SIGNS	47.40		4310040
ECONO SIGNS LLC	10-990623	BIKE & WALK SIGNS	361.77		4310040
WARM SPRINGS AUTO PARTS LL	201495	PLUG TAP FOR SIGNS	5.90		4310040
<b>01-4310-6930 STREET LIGHTING</b>					
IDAHO POWER	2200506786071	460 1/2 N MAIN ST	53.96		4310050
IDAHO POWER	2201174667071	6TH ST & MAIN	25.20		4310050
IDAHO POWER	2202627564071	411 N MAIN ST	57.45		4310050
IDAHO POWER	2204882910071	STREET LIGHTS	606.46		4310050
IDAHO POWER	2224304721071	111 S LEADVILLE AVE	52.68		4310050
<b>01-4310-6950 MAINTENANCE &amp; IMPROVEMENTS</b>					
A.C. HOUSTON LUMBER CO.	2407-766198	SPRAY PAINT FOR ROAD MARKING	49.95		4310040
COLOR HAUS, INC.	V2QTV	SPRAY PAINT	19.98		4310040
IDAHO POWER	2205963446071	421 N LEADVILLE AVE	81.35		4310050

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
LUTZ RENTALS	154593-1	PROPANE FOR HOT PATCH	23.26		4310036
OHIO GULCH TRANSFER STATIO	290591	Clean Wood Waste	15.30		4310033
Total STREET:			5,333.83		
<b>RECREATION</b>					
<b>01-4510-2515 VISION REIMBURSEMENT ACCT(HRA)</b>					
NBS-NATIONAL BENEFIT SERVI	1016033	JULY ADMIN FEES	22.70		0
<b>01-4510-3250 RECREATION SUPPLIES</b>					
A.C. HOUSTON LUMBER CO.	2407-762326	TAPE AND LIME	39.14		0
ATKINSONS' MARKET	05825659	BBQ GROCERIES AND SUPPLIES	153.80		0
BUSINESS AS USUAL INC.	166684	GLUE, WATERCOLORS, PAPER, CRAFT STICKS	73.25		0
CHATEAU DRUG CENTER	2887283	GLUE, POSTER BOARD, PASTELS	42.17		0
<b>01-4510-3300 RESALE ITEMS-CONCESSION SUPPLY</b>					
ATKINSONS' MARKET	04872036	WATER	2.65		0
ATKINSONS' MARKET	06777451	ICE CREAM	21.62		0
<b>01-4510-3500 MOTOR FUELS &amp; LUBRICANTS</b>					
CHRISTENSEN INC.	CL61502	PARKS CFN - 1001222	73.26		0
<b>01-4510-4200 PROFESSIONAL SERVICE</b>					
INTEGRATED TECHNOLOGIES	244628	PARKS & REC	34.49		0
<b>01-4510-6000 REPAIR &amp; MAINT--AUTOMOTIVE EQU</b>					
NORCO	41118610	CYLINDER RENTAL - OXYGEN (REC)	33.44		4310047
Total RECREATION:			496.52		
Total GENERAL FUND:			84,414.64		
<b>WAGON DAYS FUND</b>					
<b>WAGON DAYS EXPENDITURES</b>					
<b>02-4530-3200 OPERATING SUPPLIES</b>					
JUDY'S DESIGN HOUSE LLC	001943	Wagon Days Poster	711.00		0
Total WAGON DAYS EXPENDITURES:			711.00		

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
Total WAGON DAYS FUND:			711.00		
<b>GENERAL CAPITAL IMPROVEMENT FD</b>					
<b>GENERAL CIP EXPENDITURES</b>					
<b>03-4193-7135 MAIN STREET REHAB</b>					
STRATA	TF240130-IN	CONSTRUCTION MATERIAL TESTING	4,475.84	24099	713501
IDAHO MATERIALS & CONSTRU	2	MAIN STREET REHABILITATION CONTRACT	434,349.50	24088	713501
BIG ROCK CONSTRUCTION LLC	192361	ENOTECA BOARDWALK	33,500.25	24104	713502
JACOBS ENGINEERING GROUP, I	W3Y18400-010	TO4 CONSTRUCTION SERVICES PED	38,539.68	24066	713502
JACOBS ENGINEERING GROUP, I	W3Y18400-010	TO4 CONSTRUCTION SERVICES ROAD	50,538.28	24066	713501
<b>03-4193-7607 SIDEWALK CURB AND GUTTER</b>					
CANYON EXCAVATION. LLC	2963	SIDEWALK/CURB AND GUTTER REPAIR	46,797.05	24100	0
Total GENERAL CIP EXPENDITURES:			608,200.60		
<b>FACILITY MAINT CIP EXPENDITURE</b>					
<b>03-4194-7180 WATER CONSERVATION UPGRADES</b>					
SILVER CREEK SUPPLY	0015276287-00	PRECISION 40HP 230/460 V 3PH GOULDS PUMP	11,140.00	24083	0
Total FACILITY MAINT CIP EXPENDITURE:			11,140.00		
<b>FIRE &amp; RESCUE CIP EXPENDITURES</b>					
<b>03-4230-7130 PPE (TURNOUT GEAR)</b>					
CURTIS TOOLS FOR HEROES	INV840524	STATION BOOTS / BADGE HOLDER	234.50		0
CURTIS TOOLS FOR HEROES	INV847869	TURNOUTS - SUNDQUIST, DUMKE, PENBERTHY	14,186.93		0
COFFMAN, EMILY	072924	WORK BOOT REIMBURSEMENTS	183.11		0
MARTIN, GREG	072924	WORK BOOT REIMBURSEMENT	171.36		0
Total FIRE & RESCUE CIP EXPENDITURES:			14,775.90		
Total GENERAL CAPITAL IMPROVEMENT FD:			634,116.50		
<b>ORIGINAL LOT FUND</b>					
<b>ORIGINAL LOT TAX</b>					
<b>22-4910-6060 EVENTS/PROMOTIONS</b>					
CLEAR CREEK DISPOSAL	0001737853	PORTABLE RESTROOM SERVICE	178.88		491005

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
DEVEAUX, QUINN	072324	KETCH'EM ALIVE BAND	1,800.00		491005
Total ORIGINAL LOT TAX:			1,978.88		
Total ORIGINAL LOT FUND:			1,978.88		
<b>FIRE BOND FUND</b>					
<b>FIRE BOND FUND EXP/TRNFRS</b>					
<b>41-4800-4200 PROFESSIONAL SERVICES</b>					
ZIONS BANK PUBLIC FINANCE	7161	2024 BASE CONTINUING DISCLOSURE FEE	2,500.00		0
Total FIRE BOND FUND EXP/TRNFRS:			2,500.00		
Total FIRE BOND FUND:			2,500.00		
<b>COMMUNITY HOUSING</b>					
<b>COMMUNITY HOUSING EXPENSE</b>					
<b>54-4410-3200 LIFT TOWER LODGE OPERATIONS</b>					
OFFICE BRIGHT INC	1891	BI-WEEKLY CLEANING OF KITCHEN AND LAUNDRY AREAS - JUNE 2024	140.00		0
THORNTON HEATING	61984	OVEN VENT HOOD MANAGER'S APT	545.00		0
<b>54-4410-4210 LEASE TO LOCALS INCENTIVES</b>					
BRUNNER, JULIE	072524	LEASE TO LOCALS PAYMENT	3,000.00		0
KR 2019 FAMILY TRUST	072524	LEASE TO LOCALS PAYMENT	3,000.00		0
<b>54-4410-4215 LEASE TO LOCALS PROF SERVICES</b>					
PLACEMATE, INC	1705	MONTHLY L2L PROGRAM SUPPORT	6,000.00		0
<b>54-4410-5900 LIFT TOWER LDG REPAIR &amp; MAINT</b>					
A.C. HOUSTON LUMBER CO.	2407-762062	FASTENERS FOR LIFT TOWER LODGE	1.12		0
CDW GOVERNMENT, INC.	SG11595	CAMERAS FOR LIFT TOWER LODGE	889.56		0
MAGIC VALLEY RESTORATION	2714	PLUMBING RESTORATION FOR FLOOD DAMAGE IN LTL	174.00		0
<b>54-4410-8000 REIMBURSEMENT BCHA OP &amp; PROG</b>					
BLAINE COUNTY HOUSING AUT	072524	CITY CONTRIBUTION	100,000.00		0
Total COMMUNITY HOUSING EXPENSE:			113,749.68		

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
Total COMMUNITY HOUSING:			113,749.68		
<b>WATER FUND</b>					
<b>WATER EXPENDITURES</b>					
<b>63-4340-2515 VISION REIMBURSEMENT ACCT(HRA)</b>					
NBS-NATIONAL BENEFIT SERVI	1016033	JULY ADMIN FEES	16.50		0
<b>63-4340-3200 OPERATING SUPPLIES</b>					
A.C. HOUSTON LUMBER CO.	2403-715170	30' TAPE MEASURE FATMAX , GLOVES	72.97		0
A.C. HOUSTON LUMBER CO.	2404-721036	3M EATMUFF FOLDING BLACK	39.98		0
CINTAS	4199881943	WATER	31.20		435001
CINTAS	4199881943	WATER - Admin Bldg	10.89		435001
INTEGRATED TECHNOLOGIES	244628	110 RIVER RANCH RD - WATER	54.13		0
<b>63-4340-3400 MINOR EQUIPMENT</b>					
A.C. HOUSTON LUMBER CO.	2407-764320	FAN OSCILLATING 3-SPEED 16IN	92.98		0
<b>63-4340-3500 MOTOR FUELS &amp; LUBRICANTS</b>					
CHRISTENSEN INC.	CL61505	1001225 - WATER	241.67		435001
<b>63-4340-3800 CHEMICALS</b>					
GEM STATE WELDERS SUPPLY,I	E274571	55 gal T-Chlor	316.00		0
GEM STATE WELDERS SUPPLY,I	E274572	55 gal T-Chlor	316.00		0
GEM STATE WELDERS SUPPLY,I	E274573	55 gal T-Chlor	316.00		0
<b>63-4340-4200 PROFESSIONAL SERVICES</b>					
BANYAN TECHNOLOGY INC.	21256	NORTHWOOD WELL REPLACEMENT VFD	869.21		0
ROBERTS ELECTRIC	011751	NORTHWOOD PUMP STATION - REPAIR	6,291.82		0
<b>63-4340-5100 TELEPHONE &amp; COMMUNICATIONS</b>					
CENTURY LINK	333465565 070	333465565 - WATER	134.49		0
VERIZON WIRELESS	9968973211	365516521 WATER DEPT	123.41		0
<b>63-4340-5200 UTILITIES</b>					
DIG LINE	0074139-IN	Monthly Fee - W	121.87		435001
<b>63-4340-6100 REPAIR &amp; MAINT-MACH &amp; EQUIP</b>					
LUTZ RENTALS	155253-1	DOLLY / LIFT COMBO	37.80		0



Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
Total WATER EXPENDITURES:			9,086.92		
Total WATER FUND:			9,086.92		
<b>WASTEWATER FUND</b>					
<b>WASTEWATER EXPENDITURES</b>					
<b>65-4350-2515 VISION REIMBURSEMENT ACCT(HRA)</b>					
NBS-NATIONAL BENEFIT SERVI	1016033	JULY ADMIN FEES	39.20		0
<b>65-4350-3200 OPERATING SUPPLIES</b>					
A.C. HOUSTON LUMBER CO.	2407-765632	2" IPG DUCT TAPE GRAY	10.99		435001
CINTAS	4199881943	WASTEWATER	63.93		435001
CINTAS	4199881943	WASTEWATER - Admin Bldg	10.90		435001
INTEGRATED TECHNOLOGIES	244628	110 RIVER RANCH RD - WASTEWATER	26.48		0
NAPA AUTO PARTS	193723	D EARTH	11.99		435001
UPS STORE #2444	MMN7FR5PQ2	WATER SAMPLES	15.16		435001
UPS STORE #2444	MMN7FR5SY0	WATER SAMPLES	15.16		435001
UPS STORE #2444	MMN7FR5TE0	WATER SAMPLES	14.24		435001
<b>65-4350-3500 MOTOR FUELS &amp; LUBRICANTS</b>					
CHRISTENSEN INC.	CL61504	1001224 - WASTEWATER	100.40		435001
CHRISTENSEN INC.	CL61505	1001225 - WASTEWATER	110.64		435001
<b>65-4350-3800 CHEMICALS</b>					
USA BLUEBOOK	IN00430439	HACH DPD 1m-COLIBLUE 24 BROTH AMPULES	317.15		435001
<b>65-4350-4200 PROFESSIONAL SERVICES</b>					
JESUS FREAK CONSULTING	250720A	Backflow Assembly Testing	585.00		435001
<b>65-4350-5100 TELEPHONE &amp; COMMUNICATIONS</b>					
CENTURY LINK	333803119 071	333803119 - Wastwater	205.80		435001
VERIZON WIRELESS	9968812031	965494438 WASTEWATER DEPT	50.98		435001
<b>65-4350-5200 UTILITIES</b>					
IDAHO POWER	2202158701 07	2202158701 110 RIVER RANCH RD SWR	12,383.20		435001
<b>65-4350-6000 REPAIR &amp; MAINT-AUTO EQUIP</b>					
NAPA AUTO PARTS	193352	TRANSMISSION FILTER KIT, ATF, TRANS FIX	58.60		435002
NAPA AUTO PARTS	194290	AIR FILTER	15.17		435002

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
<b>65-4350-6100 REPAIR &amp; MAINT-MACH &amp; EQUIP</b>					
CLEARWATER POWER EQUIPME	65024	BLADE F13.75"-L-F-CW, BLADE F20.50"-L-F-CW	59.34		435002
McMASTER-CARR SUPPLY CO.	29766289	STANDARD-WALL PPVC PIPE REDUCER, 6-POINT SOCKET	54.95		435001
<b>65-4350-6900 COLLECTION SYSTEM SERVICES/CHA</b>					
A.C. HOUSTON LUMBER CO.	2407-764950	WASP AND HORNET SPRAY	12.99		435001
DIG LINE	0074139-IN	Monthly Fee - WWC	121.88		435001
FEDEX	8-563-68039	Shipping	46.60		435002
FERGUSON ENTERPRISES, LLC	0895015	8 CLAY X 8 CI PVC COUP, 8X14 SDR35 PVC SWR PIPE	252.94		435002
CHRISTENSEN INC.	CL61504	1001224 - COLLECTIONS	76.23		435001
VERIZON WIRELESS	9968812031	965494438 WASTEWATER COLLECTIONS DEPT	41.70		435001
Total WASTEWATER EXPENDITURES:			14,701.62		
<b>WASTEWATER DEBT SERVICE EXP</b>					
<b>65-4800-4200 PROF.SERVICES-PAYING AGENT</b>					
ZIONS BANK PUBLIC FINANCE	7161	2024 FEE FOR WW REVENUE BONDS	1,500.00		0
ZIONS BANK PUBLIC FINANCE	7161	DISCOUNT	500.00-		0
Total WASTEWATER DEBT SERVICE EXP:			1,000.00		
Total WASTEWATER FUND:			15,701.62		
<b>WASTEWATER CAPITAL IMPROVE FND</b>					
<b>WASTEWATER CIP EXPENDITURES</b>					
<b>67-4350-7809 ENERGY EFFICIENCY PROJECTS</b>					
ROBERTS ELECTRIC	011568	FORD LIGHTENING CHARGER - verify connections & energize for the first time	100.00		435004
<b>67-4350-7813 CAPITAL IMP PLAN(NO SHARING)</b>					
MOUNTAIN HOME AUTO RANCH	HF4F062	2024 F-150 FORD LIGHTNING	59,267.00	24025	0
<b>67-4350-7814 AERATION BASINS - ANOXIC AND M</b>					
RSCI	2	AERATION UPGRADES CONSTRUCTION	269,120.72	24073	0
<b>67-4350-7815 AERATION BASINS BLOWERS &amp; ELEC</b>					
HDR ENGINEERING, INC.	1200639815	TASK ORDER #3: SERVICES DURING CONSTRUCTION FOR AERATION UPGRADES			

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
		PROJECT	19,473.85	24055	435004
USA BLUEBOOK	IN00430439	DIGITAL EXTENSION CABLE	591.00		435004
<b>67-4350-7818 ROTARY DRUM THICK &amp; DEWATERING</b>					
HDR ENGINEERING, INC.	1200639609	TASK ORDER #5 - SOLIDS DEWATERING DESIGN	15,408.44	24071	435004
Total WASTEWATER CIP EXPENDITURES:			363,961.01		
Total WASTEWATER CAPITAL IMPROVE FND:			363,961.01		
<b>PARKS/REC DEV TRUST FUND</b>					
<b>PARKS/REC TRUST EXPENDITURES</b>					
<b>93-4900-6750 PUMP PARK</b>					
WEBB LANDSCAPING	K-IN-195593	HOSE ATTACHMENT	21.99		0
<b>93-4900-7700 WATCH ME GROW GARDEN</b>					
MOSS GARDEN CENTER	229396	GARDEN SOIL	31.99		0
Total PARKS/REC TRUST EXPENDITURES:			53.98		
Total PARKS/REC DEV TRUST FUND:			53.98		
Grand Totals:			1,226,274.23		

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

[Report].GL Account Number = "0110000000"- "9700000000", "9910000000"- "9911810000"

Invoice Detail.Voided = No,Yes



City of Ketchum

**CITY COUNCIL MEETING AGENDA MEMO**

Meeting Date: August 5, 2024      Staff Member/Dept: Morgan Landers, AICP – Director of Planning and Building

Agenda Item: Recommendation to Approve Amended ROW Encroachment Agreement 22835A for the Sapp Townhomes located at 780 N 4<sup>th</sup> Ave.

Recommended Motion:

I move to approve ROW Encroachment Agreement 22835A and authorize the mayor to sign the agreement.

Reasons for Recommendation:

- The ROW improvements include a paver driveway and entry walkway as shown in Exhibit A of the ROW Encroachment Agreement. No snowmelt is proposed.
- The City Council reviewed and approved the original ROW Encroachment Agreement on March 6, 2023.
- Following approval, the applicant’s attorney requested changes to the agreement including:
  - Process and duration of curing issues within the ROW
  - Language clarifications related to the nature of the improvements
  - Clarifications to indemnification language
- The city attorney has reviewed the requested changes and believes the changes to be minimal and acceptable.

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

Sustainability Impact:

None OR state impact here: None – snowmelt is not proposed

Financial Impact:

None OR Adequate funds exist in account:      None

Attachments:

1. ROW Encroachment 22835A with exhibits

**WHEN RECORDED, PLEASE RETURN TO:**

**OFFICE OF THE CITY CLERK  
CITY OF KETCHUM  
POST OFFICE BOX 2315  
KETCHUM, IDAHO 83340**

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**RIGHT-OF-WAY ENCROACHMENT AGREEMENT 22835A**

THIS AGREEMENT, made and entered into effective this \_\_\_\_ day of \_\_\_\_, 2024, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho and Sapp Family Holdings, LLC, ("Owner"), whose mailing address is 1100 Bellevue Way NE Suite 8A, Box 551, Bellevue, WA 98004 and who owns real property located at 780 N 4<sup>th</sup> Ave, Ketchum, ID 83340 legally described as Ketchum Townsite Lot 5A Block 72 ("subject property").

*RECITALS*

WHEREAS, Owner wishes to permit placement of paver driveways and paver walkways adjacent to sublots 1 and 2 of the subject property from the property line to the edge of asphalt on N 4<sup>th</sup> Ave and W 8<sup>th</sup> Street. These improvements are shown in Exhibit "A" attached hereto and incorporated herein (collectively referred to as the "Improvements"); and,

WHEREAS, Ketchum finds that said Improvements will not impede the use of said public right-of-way at this time subject to the terms and provisions of this Agreement;

WHEREAS, following construction of the Improvements, the Owner will restore the right-of-way, as shown in Exhibit A, acceptable to the Streets and Facilities Director;

NOW, THEREFORE, in contemplation of the above stated facts and objectives, it is hereby agreed as follows:

*TERMS AND CONDITIONS*

1. Ketchum shall permit Owner to install a paver driveway and sidewalk identified in Exhibit "A" within the public right-of-way adjacent to sublots 1 and 2 of 780 N 4<sup>th</sup> Ave until notified by Ketchum to remove the infrastructure at which time Owner shall remove infrastructure at Owner's expense.

2. Owner shall be responsible for the maintenance of said Improvements and shall take steps to initiate repair of said improvements within 48 hours upon notice from Ketchum that repairs are needed. Owner shall repair or provide Ketchum with a reasonable plan for repair in a timely manner within seven days of the notice. If Owner takes reasonable and diligent efforts to repair said improvements but such repairs cannot be completed for reasons beyond Owner's control, Owner shall be allowed additional time for repair commensurate with the delay for reasons beyond control. Any modification to the improvements identified in Exhibit "A" shall be approved by the City prior to any modifications taking place.

3. Owner shall be responsible for restoring street, curb and gutter and landscaping to a substantially similar or better condition than pre-existing when such is altered due to the

construction and installation of the Improvements, to the reasonable satisfaction of the Director of Streets and Facilities.

4. In consideration of Ketchum allowing Owner to maintain the Improvements in the public right-of-way, Owner agrees to indemnify and hold harmless Ketchum from and against any and all claims of liability for any injury or damage to any person or property arising from Owner's acts or negligence in installing and constructing the Improvements or in maintaining in the public right-of-way. Owner shall further indemnify and hold Ketchum harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Owner's part to be performed under this Agreement, or arising from any negligence of Owner or Owner's agents, contractors or employees and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such action or proceeding brought thereon. In the event any action or proceeding is brought against Ketchum by reason of such claim, Owner, upon notice from Ketchum, shall defend Ketchum at Owner's expense by counsel satisfactory to Ketchum. Owner, as a material part of the consideration to Ketchum, hereby assumes all risk of damages to property or injury to persons in, upon or about the Improvements constructed, installed and maintained in the public right-of-way arising from the construction, installation and maintenance of said Improvements and Owner hereby waives all claims in respect thereof against Ketchum.

5. Ketchum shall not be liable for injury to Owner's business or loss of income therefrom or for damage which may be sustained by the person, goods, wares, merchandise or property of Owner, its tenants, employees, invitees, customers, agents or contractors or any other person in or about the Subject Property caused by or resulting from the Improvements constructed, installed, removed or maintained in the public right-of-way.

6. Owner understands and agrees that by maintaining the Improvements in the public right-of-way pursuant to this Agreement, Owner obtains no claim or interest in said public right-of-way which is adverse to that of Ketchum and that Owner obtains no exclusive right to said public right-of-way nor any other right to use the public right-of-way not specifically described herein.

7. In the event either party hereto retains an attorney to enforce any of the rights, duties and obligations arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney's fees at the trial and appellate levels and, whether or not litigation is actually instituted.

8. This Agreement shall be governed by, construed, and enforced in accordance with the laws and decisions of the State of Idaho. Venue shall be in the District Court of the fifth Judicial District of the State of Idaho.

9. This Agreement sets forth the entire understanding of the parties hereto and shall not be changed or terminated orally. It is understood and agreed by the parties hereto that there are no verbal promises or implied promises, agreements, stipulations or other representations of any kind or character pertaining to the Improvements maintained in the public right-of-way other than as set forth in this Agreement.

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

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

12. The parties fully understand all of the provisions of this Agreement, and believe them to be fair, just, adequate, and reasonable, and accordingly accept the provisions of this Agreement freely and voluntarily.

OWNER:

CITY OF KETCHUM:

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Neil Bradshaw  
Its: Mayor

STATE OF \_\_\_\_\_, )  
County of \_\_\_\_\_, ) ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned Notary Public in and for said State, personally appeared \_\_\_\_\_, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same.

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

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
Residing at \_\_\_\_\_  
Commission expires \_\_\_\_\_

STATE OF IDAHO )  
County of Blaine ) ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned Notary Public in and for said State, personally appeared NEIL BRADSHAW, known or identified to me to be the Mayor of the CITY OF KETCHUM, IDAHO, and the person who executed the foregoing instrument on behalf of said municipal corporation and acknowledged to me that said municipal corporation executed the same.

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

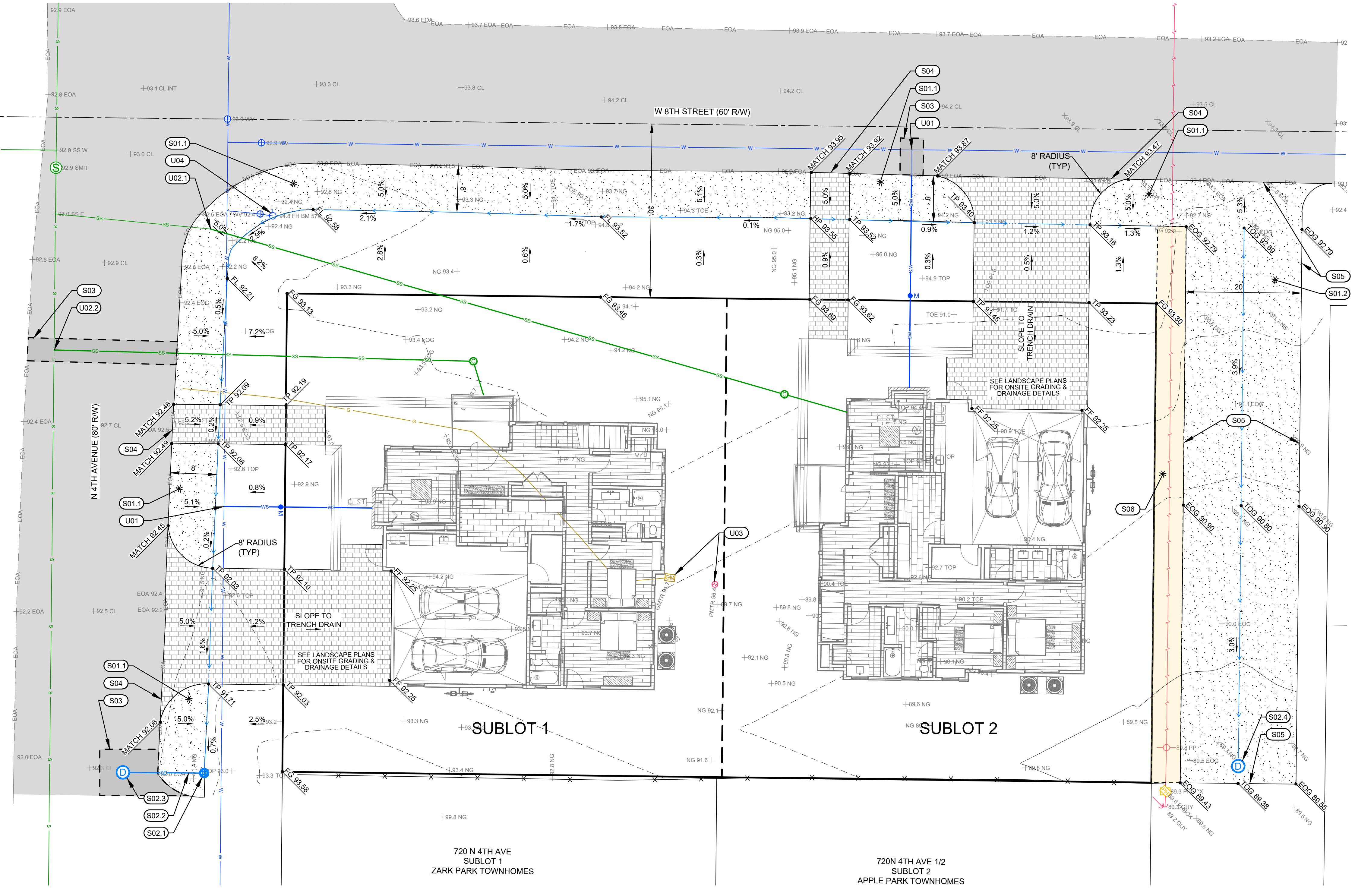
\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
Residing at \_\_\_\_\_  
Commission expires \_\_\_\_\_

**EXHIBIT "A"**



**CONSTRUCTION NOTES**

- ALL CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE MOST CURRENT EDITION OF THE "IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION" (ISPWC) AND CITY OF KETCHUM STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND KEEPING A COPY OF THE ISPWC AND CITY OF KETCHUM STANDARDS ON SITE DURING CONSTRUCTION.
- THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN ON THE PLANS IN AN APPROXIMATE WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING EXISTING UTILITIES PRIOR TO COMMENCING AND DURING THE CONSTRUCTION. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH RESULT FROM HIS FAILURE TO ACCURATELY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. CONTRACTOR SHALL CALL DIGLINE (1-800-342-1585) TO LOCATE ALL EXISTING UNDERGROUND UTILITIES A MINIMUM OF 48 HOURS IN ADVANCE OF EXCAVATION.
- CONTRACTOR SHALL COORDINATE RELOCATIONS OF DRY UTILITY FACILITIES (POWER, CABLE, PHONE, TV) WITH THE APPROPRIATE UTILITY FRANCHISE.
- THE CONTRACTOR SHALL CLEAN UP THE SITE AFTER CONSTRUCTION SO THAT IT IS IN A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED PRIOR TO CONSTRUCTION.
- THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION (THIS MAY INCLUDE ENCROACHMENT PERMITS AND NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) CONSTRUCTION GENERAL PERMIT (CGP) PERMIT COVERAGE).
- ALL CLEARING & GRUBBING SHALL CONFORM TO ISPWC SECTION 201.
- ALL EXCAVATION & EMBANKMENT SHALL CONFORM TO ISPWC SECTION 202. SUBGRADE SHALL BE EXCAVATED AND SHAPED TO LINE, GRADE, AND CROSS-SECTION SHOWN ON THE PLANS. THE SUBGRADE SHALL BE COMPACTED TO 95% OF MAXIMUM DENSITY AS DETERMINED BY ASTM D-698. THE CONTRACTOR SHALL WATER OR AERATE SUBGRADE AS NECESSARY TO OBTAIN OPTIMUM MOISTURE CONTENT. IN-LIEU OF DENSITY MEASUREMENTS, THE SUBGRADE MAY BE PROOF-ROLLED TO THE APPROVAL OF THE ENGINEER.
  - PROOF-ROLLING: AFTER EXCAVATION TO THE SUBGRADE ELEVATION AND PRIOR TO PLACING COURSE GRAVEL, THE CONTRACTOR SHALL PROOF ROLL THE SUBGRADE WITH A 5-TON SMOOTH DRUM ROLLER, LOADED WATER TRUCK, OR LOADED DUMP TRUCK, AS ACCEPTED BY THE ENGINEER. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF UNSUITABLE SUBGRADE MATERIAL AREAS, AND/OR AREAS NOT CAPABLE OF COMPACTION ACCORDING TO THESE SPECIFICATIONS. UNSUITABLE OR DAMAGED SUBGRADE IS WHEN THE SOIL MOVES, PUMPS AND/OR DISPLACES UNDER ANY TYPE OF PRESSURE INCLUDING FOOT TRAFFIC LOADS.
  - IF, IN THE OPINION OF THE ENGINEER, THE CONTRACTOR'S OPERATIONS RESULT IN DAMAGE TO, OR PROTECTION OF, THE SUBGRADE, THE CONTRACTOR SHALL, AT HIS OWN EXPENSE, REPAIR THE DAMAGED SUBGRADE BY OVER-EXCAVATION OF UNSUITABLE MATERIAL TO FIRM SUBSOIL, LINE EXCAVATION WITH GEOTEXTILE FABRIC, AND BACKFILL WITH PIT RUN GRAVEL.
- ALL 2" MINUS GRAVEL SHALL CONFORM TO ISPWC 802, TYPE II (ITD STANDARD 703.04, 2"), SHALL BE PLACED IN CONFORMANCE WITH ISPWC SECTION 801 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 90% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99.
- ALL 3/4" MINUS CRUSHED GRAVEL SHALL CONFORM TO ISPWC 802, TYPE I (ITD STANDARD 703.04, 3/4" B), SHALL BE PLACED IN CONFORMANCE WITH ISPWC SECTION 802 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99 OR ITD T-91.
- ALL ASPHALTIC CONCRETE PAVEMENT WORK SHALL CONFORM TO ISPWC SECTION(S) 805, 810, AND 811 FOR CLASS II PAVEMENT. ASPHALT AGGREGATE SHALL BE 1/2" (13MM) NOMINAL SIZE CONFORMING TO TABLE 803B IN ISPWC SECTION 803. ASPHALT BINDER SHALL BE PG 58-28 CONFORMING TO TABLE A-1 IN ISPWC SECTION 805.
- ASPHALT SAWCUTS SHALL BE AS INDICATED ON THE DRAWINGS, OR 24" INCHES FROM EDGE OF EXISTING ASPHALT, IF NOT INDICATED OTHERWISE SO AS TO PROVIDE A CLEAN PAVEMENT EDGE FOR MATCHING. NO WHEEL CUTTING SHALL BE ALLOWED.
- CONSTRUCTION OF WATER SERVICES AND ALL OTHER RELATED APPURTENANCES SHALL BE IN ACCORDANCE WITH THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPWC), IDAPA 58 01 08, IDAHO RULES FOR PUBLIC DRINKING WATER SYSTEMS AND THE CITY OF KETCHUM UTILITIES DEPARTMENT STANDARDS.
- CONTRACTOR SHALL PRESSURE TEST, DISINFECT, AND CONDUCT BIOLOGICAL TESTING IN ACCORDANCE WITH THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPWC), AMERICAN WATER WORKS ASSOCIATION (AWWA) STANDARDS, AND THE PRESSURE TESTING, DISINFECTION, AND MICROBIOLOGICAL TESTING PROCEDURES.
- CONTRACTOR TO COORDINATE SIZING AND INSTALLATION OF WATER METER DIRECTLY WITH THE CITY OF KETCHUM.
- ALL WATER SUPPLY FIXTURES, FITTINGS, PIPING, AND ALL RELATED APPURTENANCES SHALL BE ANS/NSF STD. 61 COMPLIANT.
- ALL WATER SUPPLY FIXTURES, FITTINGS, PIPING, AND ALL RELATED APPURTENANCES SHALL COMPLY WITH THE LOW LEAD ACT REQUIRING ALL MATERIALS TO HAVE A LEAD CONTENT EQUAL TO OR LESS THAN 0.25%.
- THE CONTRACTOR SHALL USE ANS/NSF STANDARD 60 CHEMICALS AND COMPOUNDS DURING INSTALLATION & DISINFECTION OF POTABLE WATER LINES.
- 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). CONTRACTOR SHALL MAINTAIN ACCESS TO ALL PRIVATE PROPERTIES THROUGHOUT CONSTRUCTION, OR MUST OTHERWISE COORDINATE ACCESS WITH THE PROPERTY OWNER(S) THROUGH THE CITY ENGINEER.
- 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.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR HIRING A MATERIALS TESTING COMPANY DURING CONSTRUCTION TO VERIFY ALL COMPACTION AND MATERIAL PLAN AND SPECIFICATION REQUIREMENTS ARE MET. QUALITY CONTROL DOCUMENTATION OF TESTING FOR WORK IN RIGHT-OF-WAY MEETING CITY OF KETCHUM CODE SECTION 12.04.040 (CONCRETE, AGGREGATE BASE COMPACTION, ASPHALT COMPACTION) WILL BE NECESSARY FOR CERTIFICATE OF OCCUPANCY.
- BOUNDARY AND TOPOGRAPHIC INFORMATION SHOWN IS BASED ON A SITE SURVEY BY GALENA ENGINEERING, DATED 10/26/2021.
- BUILDING PERMIT IS SUBJECT TO ALL CONDITIONS OF APPROVAL FOR DESIGN REVIEW PERMIT P22-052 AND PHASED DEVELOPMENT AGREEMENT #22812
- ALL RIGHT-OF-WAY IMPROVEMENTS PER SHEET C1.00 MUST BE COMPLETED PRIOR TO ISSUANCE OF A TEMPORARY OR FINAL CERTIFICATE OF OCCUPANCY UNLESS OTHERWISE AGREED UPON IN WRITING BY THE CITY.



**SITE IMPROVEMENT KEY NOTES**

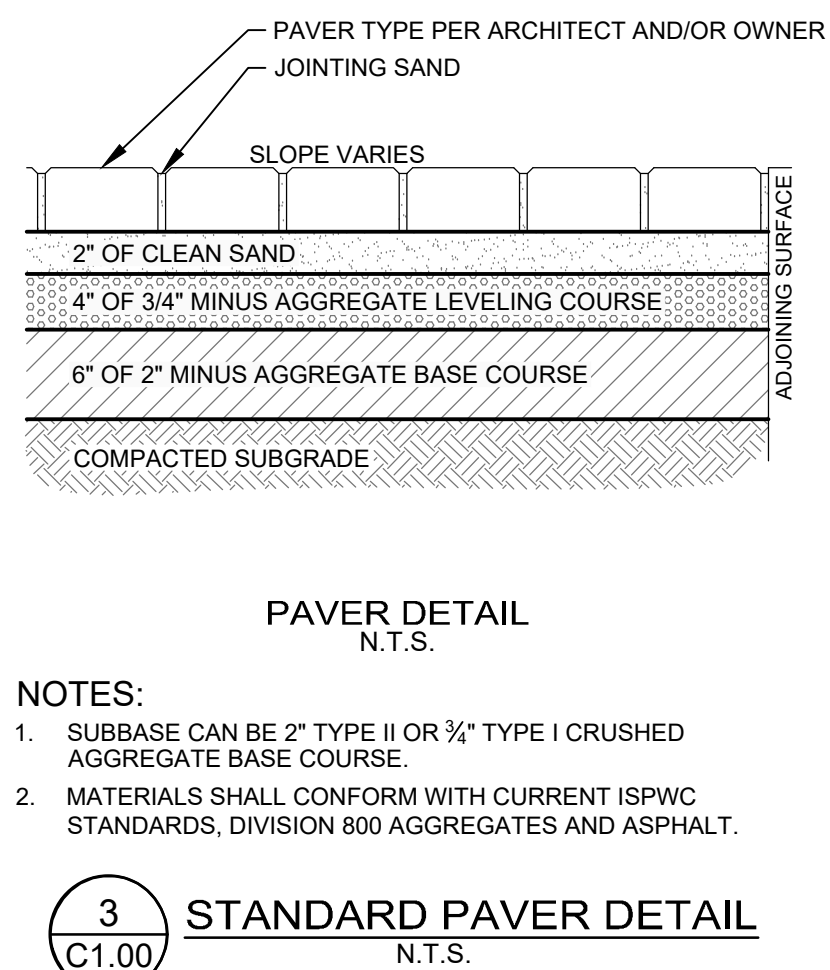
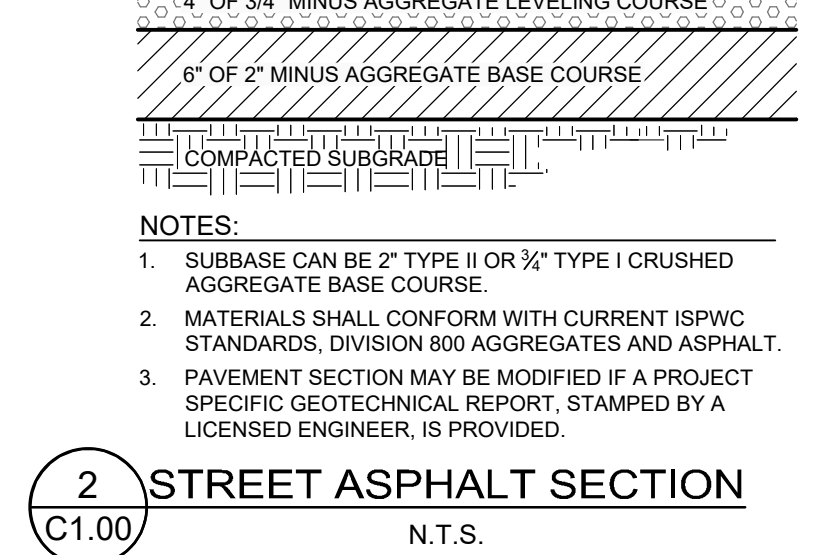
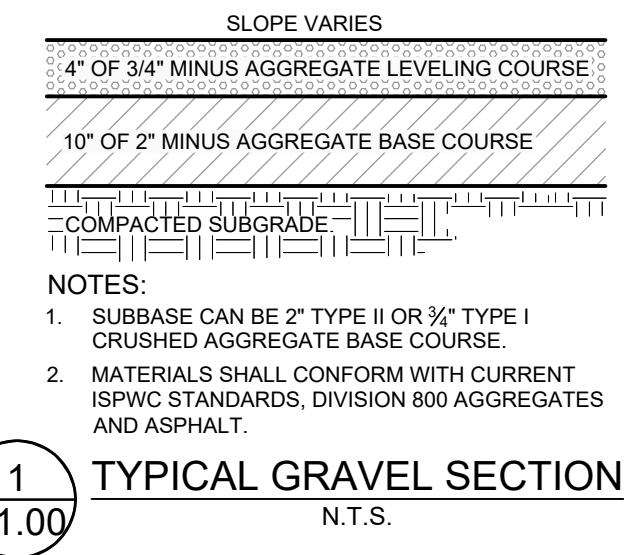
- S01.1 CONSTRUCT 8' WIDE GRAVEL SHOULDER PER CITY OF KETCHUM STANDARD. SEE DETAIL 1 / C1.00
- S01.2 CONSTRUCT 20' WIDE GRAVEL ROADWAY PER CITY OF KETCHUM STANDARD. SEE DETAIL 4 / C2.00
- S02.1 CONSTRUCT CATCH BASIN. RIM = 5791.50 I.E. (OUT) = 5788.50. SEE DETAIL 3 / C2.00.
- S02.2 INSTALL APPROX. 14 LF OF 12" ADS N-12 STORM DRAIN PIPE WITH A MIN. SLOPE OF 2.0%.
- S02.3 CONSTRUCT DRYWELL-1 W/ HDPE LINER. RIM = MATCH EXISTING FG (APPROX. EL. = 5792.18). SEE DETAIL 7 / C2.00
- S02.4 CONSTRUCT DRYWELL-2. RIM = 5789.37 SEE DETAIL 6 / C2.00
- S03 SAWCUT EXISTING ASPHALT FOR UTILITY TIE-INS. REPLACE ASPHALT PER DETAIL 2 / C1.00
- S04 SAWCUT EXISTING ASPHALT TO PROVIDE CLEAN EDGE AT PAVER TIE-IN.
- S05 MATCH EXISTING LINES & GRADES. MAINTAIN EXISTING DRAINAGE PATTERNS.
- S06 CLEAR & GRUB EXISTING VEGETATION. GRADE SMOOTH TO MATCH EXISTING GRADES.

**UTILITY CONSTRUCTION KEY NOTES**

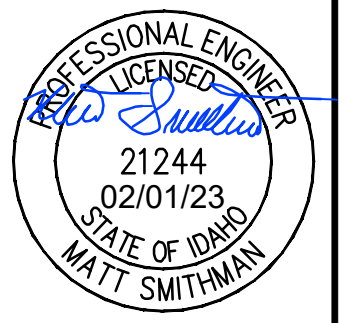
- U01 CONNECT NEW WATER SERVICE TO EXISTING CITY OF KETCHUM WATER MAIN PER DETAIL 2 / C2.00.
- U02.1 CONNECT NEW SEWER SERVICE TO EXISTING SERVICE STUB. CONTRACTOR TO VERIFY LOCATION AND SUITABILITY OF EXISTING SERVICE.
- U02.2 CONNECT NEW SEWER SERVICE TO EXISTING MAIN. SEE DETAIL 1 / C2.00.
- U03 RELOCATE EXISTING UTILITIES. COORDINATE RELOCATION WITH CORRESPONDING UTILITY FRANCHISE.
- U04 RESET EXISTING FIRE HYDRANT HEIGHT TO MATCH FINISHED GRADE.

**LEGEND**

EXISTING ITEMS		PROPOSED ITEMS	
—	Property Line	—	Proposed Lot Line
---	Adjoiner's Lot Line	—	Gravel Shoulder & Roadway
---	CL = Centerline	—	Pavers, see Detail 3 / C1.00
---	FNC = Fence Line	—	1' Contour Interval
---	Asphalt	—	5' Contour Interval
---	GM = Gas Main	—	FL = Flow Line of Ditch
---	GMTR = Gas Meter	—	Drywell
---	PHBOX = Telephone Riser	—	Catch Basin
---	PMTR = Power Meter	—	Waterline, 1" PVC Service
---	Overhead Power Line	—	Water Meter
---	PP = Power Pole	—	Sewer Service Line, 4" PVC Gravity
---	GUY = Guywire	—	Cleanout
---	Sewer Main	---	EOA = Edge of Asphalt
---	SS = Sewer Service	---	EOG = Edge of Gravel
---	SMH = Sewer Manhole	---	FF = Finished Floor
---	WM = Water Main	---	FG = Finished Grade
---	FH = Fire Hydrant	---	FL = Flow Line
---	WV = Water Valve	---	HP = High Point
---		---	LP = Low Point
---		---	TOG = Top of Gravel
---		---	TP = Top of Pavers



**RIGHT OF WAY IMPROVEMENT PLAN**  
**SAPP TOWNHOMES**  
LOCATED WITHIN SECTION 13, T.4 N., R.17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
PREPARED FOR WILLIAMS PARTNERS ARCHITECTS, P.C.



MS DESIGNED BY  
MS DRAWN BY  
JL CHECKED BY

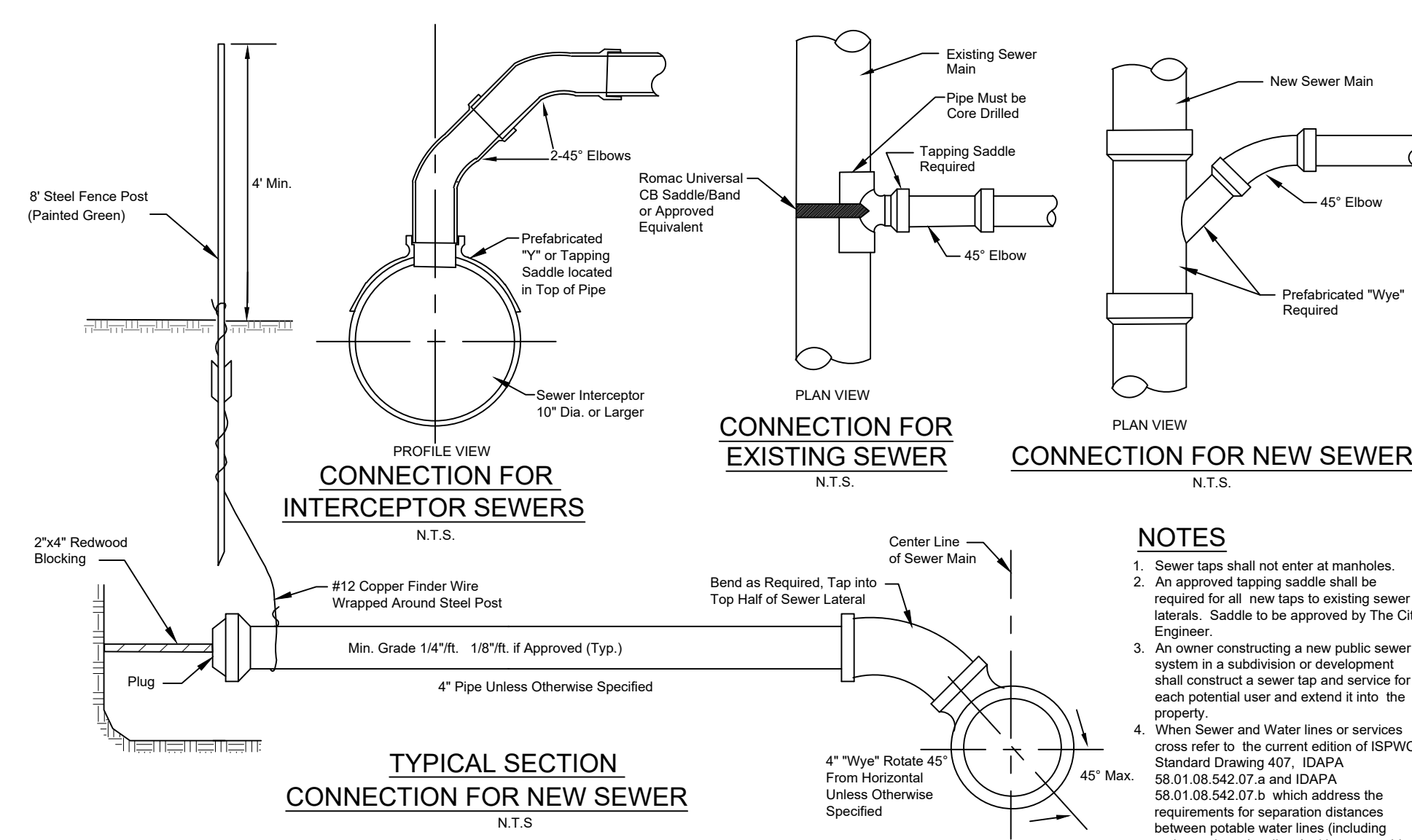
**GALENA ENGINEERING, INC.**  
Civil Engineers & Land Surveyors  
317 N. River Street  
Halley, Idaho 83333  
(208) 788-1705  
email: galena@galena-engineering.com

PURPOSE: ISSUE FOR PERMIT

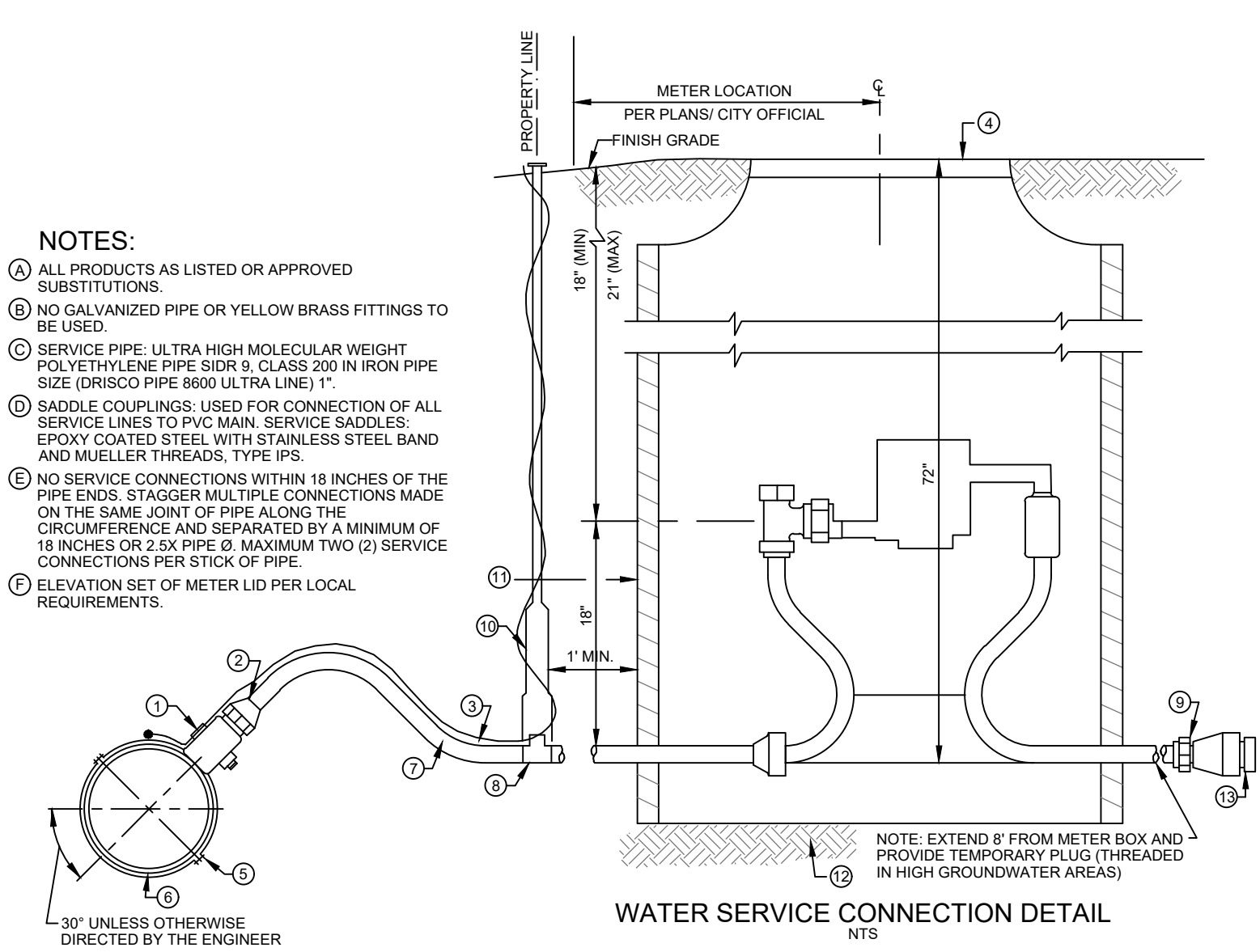
NO.	DATE	BY	REVISIONS

C1.00

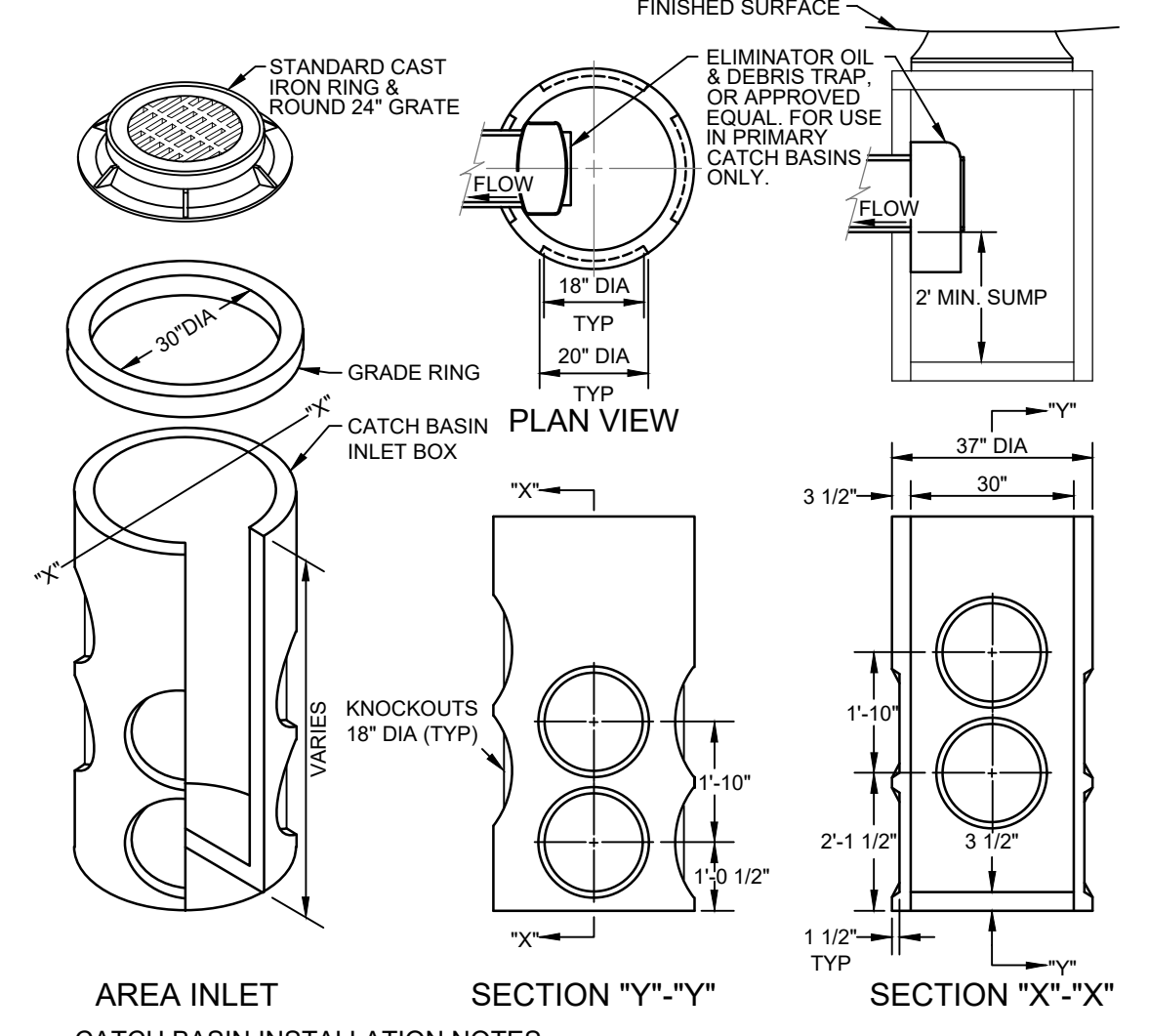
REUSE OF DRAWINGS: These drawings, or any portion thereof, shall not be used on any project or extension of this Project except by agreement in writing with Galena Engineering, Inc.



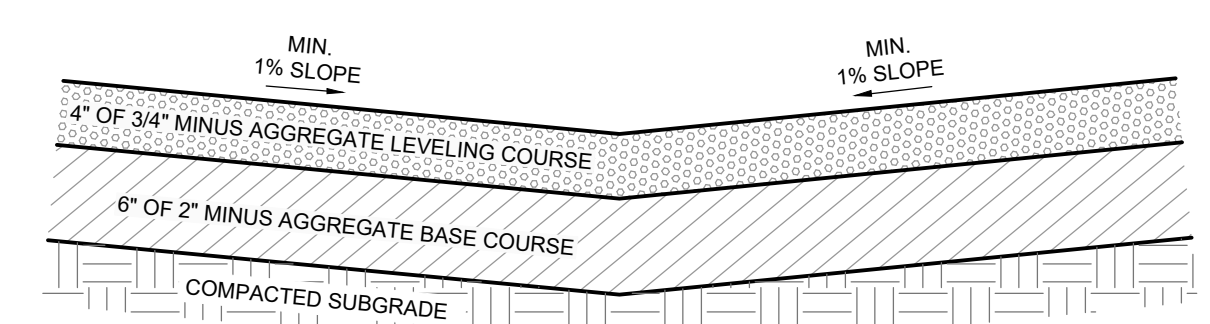
- NOTES:**
- ALL PRODUCTS AS LISTED OR APPROVED SUBSTITUTIONS.
  - NO GALVANIZED PIPE OR YELLOW BRASS FITTINGS TO BE USED.
  - SERVICE PIPE: ULTRA-HIGH MOLECULAR WEIGHT POLYETHYLENE PIPE SDR 9, CLASS 200 IN IRON PIPE SIZE (DRISCO PIPE 800X ULTRA LINE) 1".
  - SADDLE COUPLINGS: USED FOR CONNECTION OF ALL SERVICE LINES TO PVC MAIN. SERVICE SADDLES: EPOXY COATED STEEL WITH STAINLESS STEEL BAND AND MUELLER THREADS, TYPE IPS.
  - 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 2.5X PIPE Ø. MAXIMUM TWO (2) SERVICE CONNECTIONS PER STICK OF PIPE.
  - ELEVATION SET OF METER LID PER LOCAL REQUIREMENTS.



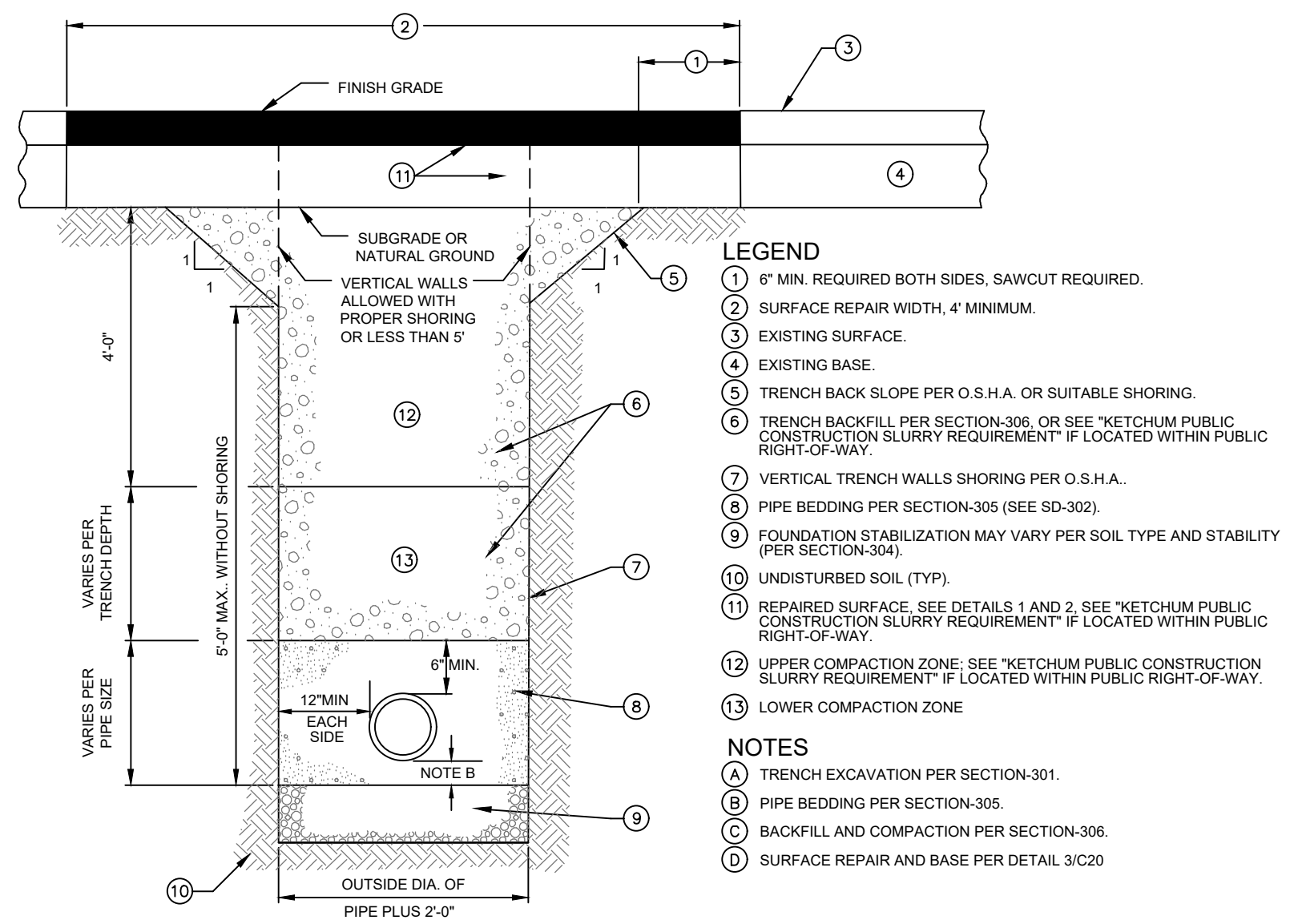
- LEGEND**
- 1" CURB STOP WITH COMPRESSION COUPLING FORD MODEL F-1100 OR APPROVED EQUAL.
  - MUELLER H-15072.
  - NO. 12 COPPER FINDER WIRE. SEE SD-514 FOR SPLICING.
  - MUELLER 18" DIA OPENING LID OR APPROVED EQUAL. 2" DIA HOLE IN LID FOR RADIO READ UNIT. LIDS AND FRAMES LOCATED IN PAVED OR GRAVEL AREAS WHICH WILL RECEIVE VEHICULAR TRAFFIC SHALL BE H-20 RATED. D&L SUPPLY D-6016 RING WITH SOLID LID OR APPROVED EQUAL.
  - STAINLESS STEEL SADDLE.
  - WATER MAIN.
  - 1" SERVICE LINE. 200 P81 POLY PIPE WITH INSERTS (TYP.) NO SPLICING IS ALLOWED.
  - FORD MODEL B-111 RESILIENT SEAT, CURB BALL VALVE OR APPROVED EQUAL.
  - DOUBLE PURPOSE COUPLING.
  - STANDARD KETCHUM STYLE VALVE BOX WITH ERIE STYLE LID AND ATTACHED ROD.
  - 18" DIA. X 72" DEEP MUELLER THERMA COIL METER VAULT OR APPROVED EQUAL NOTCH FOR SERVICE LATERALS.
  - FIRM UNDISTURBED EARTH. (SET TILE ON 2" X 22" DIAMETER PRECAST CONCRETE BLOCK IF OVER EXCAVATION OCCURS).
  - PROVIDE TEMPORARY PLUG (THREADED IN HIGH WATER AREAS).



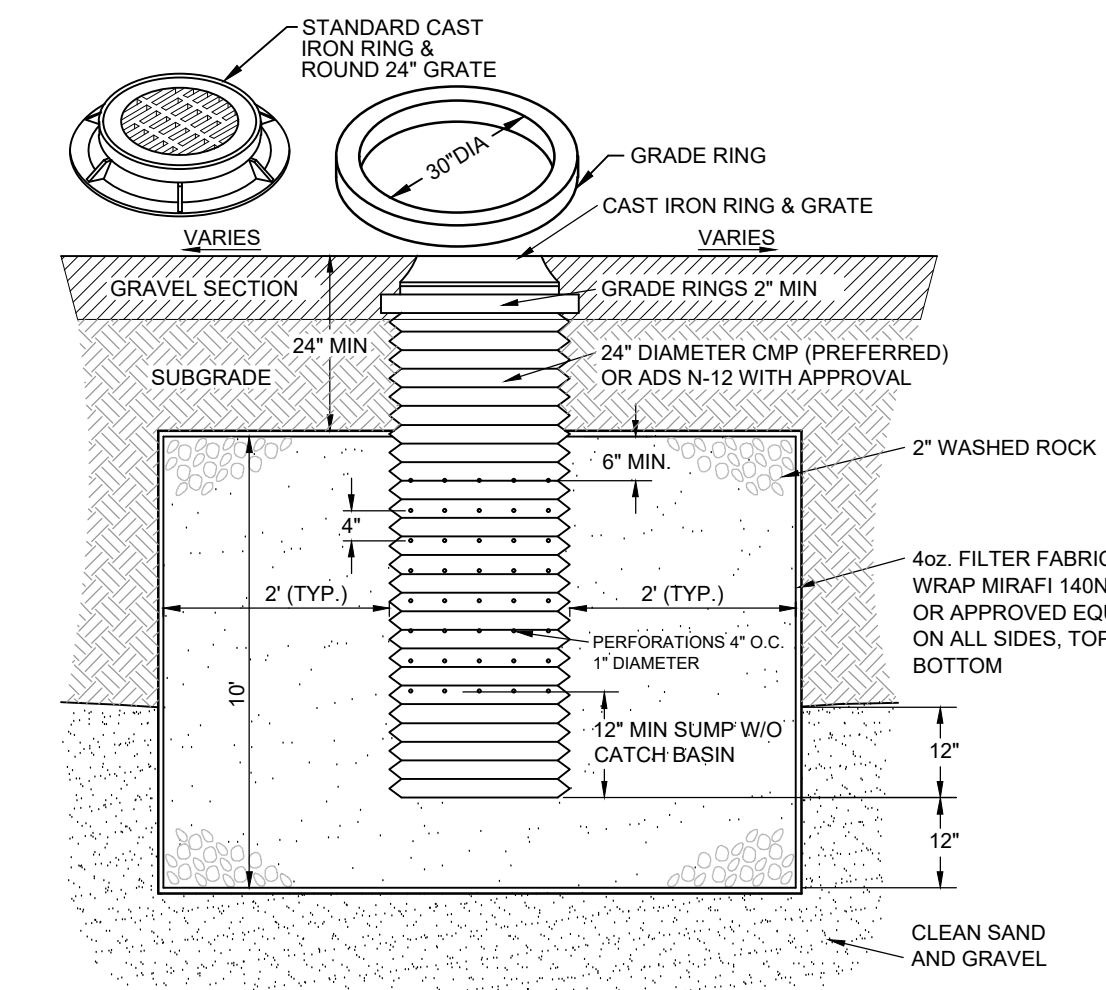
- CATCH BASIN INSTALLATION NOTES:**
- A PRIMARY CATCH BASIN IS DEFINED AS THE FIRST STORM STRUCTURE UPSTREAM OF A DRYWELL. A SATELLITE CATCH BASIN IS DEFINED AS THE STORM STRUCTURE UPSTREAM OF THE PRIMARY CATCH BASIN.
  - THE OIL & DEBRIS TRAP SHALL BE INSTALLED ON THE OUTLET OF THE PRIMARY CATCH BASIN ONLY, NOT ON SATELLITE CATCH BASINS.
  - PLACE A MINIMUM OF 4" OF COMPACTED BEDDING ON PREPARED SUBGRADE AS SPECIFIED IN ISPWC SECTION 305 - PIPE BEDDING. EXTEND BEDDING EITHER TO THE LIMITS OF THE EXCAVATION OR AT LEAST 12" OUTSIDE THE LIMITS OF THE BASE SECTION.
  - FILL THE BALANCE OF THE EXCAVATED AREA WITH SELECT MATERIAL COMPACTED LEVEL TO THE TOP OF THE BEDDING.
  - PROVIDE A SMOOTH AND LEVEL BEARING SURFACE ON THE BEDDING SURFACE.



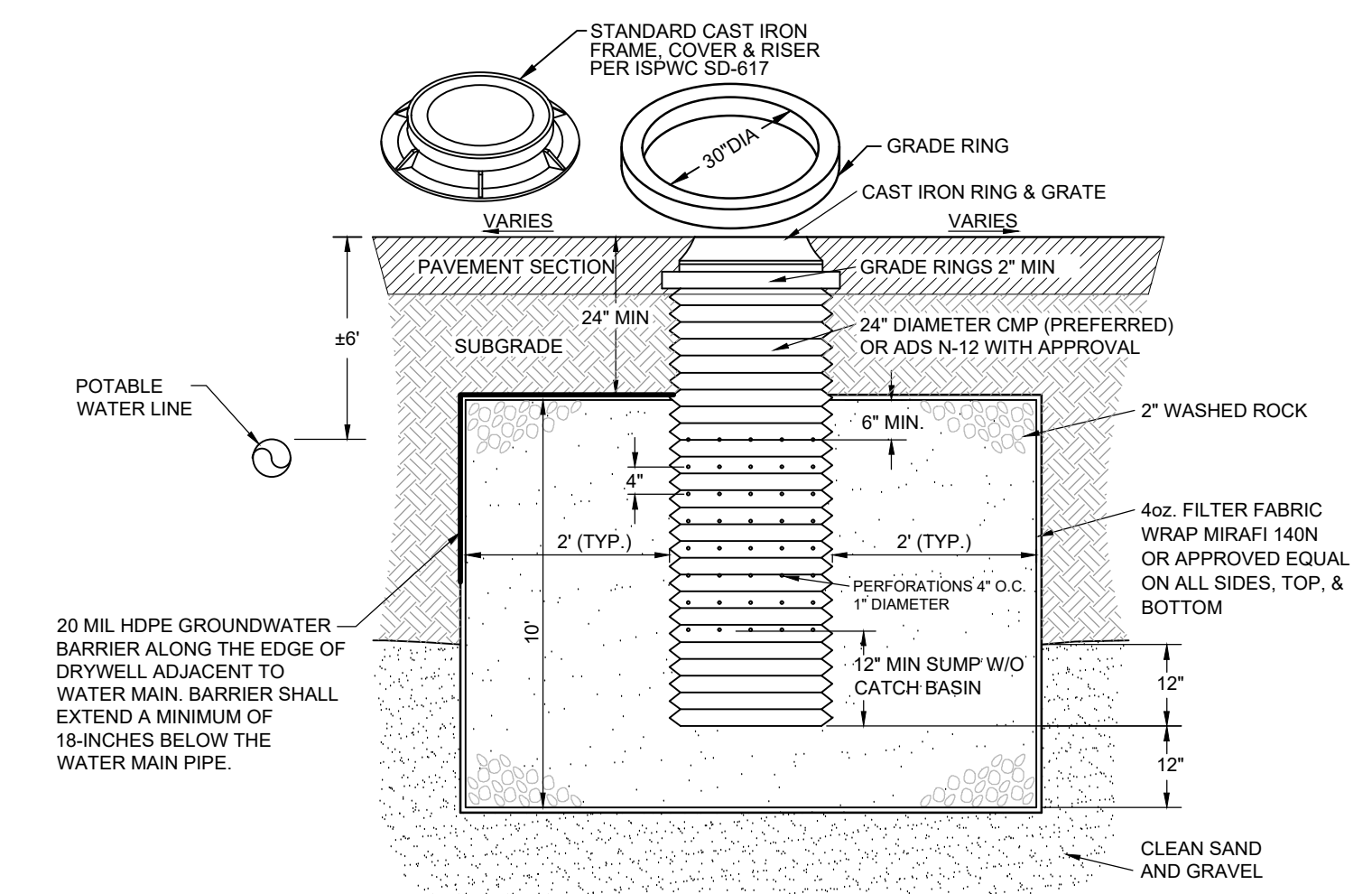
- NOTES:**
- SUBBASE CAN BE 2" TYPE II OR 3/4" TYPE I CRUSHED AGGREGATE BASE COURSE.
  - MATERIALS SHALL CONFORM WITH CURRENT ISPWC STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.



- KETCHUM PUBLIC CONSTRUCTION SLURRY REQUIREMENT**  
IN AREAS WHERE IT IS NECESSARY TO CUT THE ASPHALT PAVEMENT AND DIG A TRENCH FOR BURIAL OF CONDUIT CABLE OR OTHER CITY UTILITY, THE TRENCH SHALL BE BACKFILLED WITH A LEAN CONCRETE MIX TO THE BOTTOM OF FINISH SURFACE MATERIAL WITH THE FOLLOWING PROPORTIONS OF MATERIALS:
- COARSE AGGREGATE (3/4" MINUS) 2,600 LBS  
SAND 800 LBS  
PORTLAND CEMENT 94 LBS  
WATER 11 GAL (MAX.)
- WATER CONTENT IS MAXIMUM AND MAY BE REDUCING DOWNWARD. CARES SHALL BE TAKEN TO ASSURE THAT EXCESS WATER IS NOT PRESENT IN THE MIXING DRUM PRIOR TO CHARGING THE MIXER WITH MATERIALS. THOROUGH MIXING WILL BE REQUIRED PRIOR TO DISCHARGE.
- NO COMPACTION, VIBRATION OR FINISHING IS REQUIRED. THE LEAN CONCRETE MIX SHALL BE STRUCK OFF AT OR BELOW THE ELEVATION OF THE PLANT MIX SURFACING WITH A SQUARE-NOSE SHOVEL OR SIMILAR HAND TOOL. THE BACKFILL MIX SHALL BE ALLOWED TO SET FOR A MINIMUM OF 2 HOURS BEFORE THE PERMANENT PLANT MIX SURFACING IS PLACED TO COMPLETE THE TRENCH REPAIR. TEMPORARY PLACEMENT OF ASPHALT COLD MIX SURFACING MAY BE NECESSARY TO ACCOMMODATE TRAFFIC WITHIN THE FIRST 2 HOURS OF BACKFILL PLACEMENT PRIOR TO COMPLETING THE PERMANENT REPAIR.



- NOTE: THE BED SHALL BE EXCAVATED A MINIMUM OF 24" INTO CLEAN SAND AND GRAVEL. MAXIMUM DEPTH SHALL NOT EXCEED 12 FEET. IF CLEAN SAND AND GRAVEL IS NOT ENCOUNTERED WITHIN 12 FEET, THE CONTRACTOR SHALL CONTACT THE DESIGN ENGINEER.

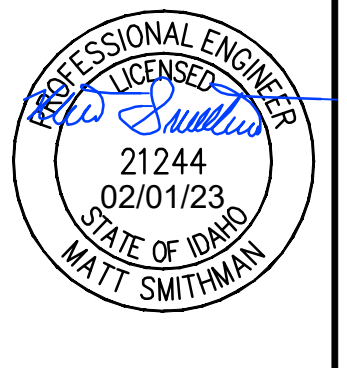


- NOTE: THE BED SHALL BE EXCAVATED A MINIMUM OF 24" INTO CLEAN SAND AND GRAVEL. MAXIMUM DEPTH SHALL NOT EXCEED 12 FEET. IF CLEAN SAND AND GRAVEL IS NOT ENCOUNTERED WITHIN 12 FEET, THE CONTRACTOR SHALL CONTACT THE DESIGN ENGINEER.

**RIGHT OF WAY IMPROVEMENT DETAILS**  
**SAPP TOWNHOMES**

LOCATED WITHIN SECTION 13, T.4 N., R.17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
PREPARED FOR WILLIAMS PARTNERS ARCHITECTS, P.C.

PROJECT INFORMATION  
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MS DESIGNED BY  
MS DRAWN BY  
JL CHECKED BY

**GALENA ENGINEERING, INC.**  
Civil Engineers & Land Surveyors  
317 N. River Street  
Halley, Idaho 83333  
(208) 788-1705  
email: galena@galena-engineering.com

NO.	DATE	ISSUE FOR PERMIT	REVISIONS

C2.00

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



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: August 5, 2024 Staff Member/Dept: Abby Rivin, AICP – Senior Planner, Planning and Building Department

Agenda Item: Recommendation to re-approve the 5th & Main Mixed-Use Development Lot Consolidation Subdivision Final Plat Application and adopt the Findings of Fact, Conclusions of Law, and Decision.

Recommended Motion:

I move to re-approve the 5th & Main Mixed-Use Development Lot Consolidation Final Plat Application and adopt the Findings of Fact, Conclusions of Law, and Decision.

Reasons for Recommendation:

- The City Council reviewed and approved Lot Consolidation Final Plat Application File No. P22-041 for the 5th & Main Mixed-Use Development on September 6, 2022. Pursuant to Ketchum Municipal Code §16.04.030.I, "The final plat shall be filed with the Blaine County Recorder within one year after final plat approval by the council. Failure to file such final plat within that time shall cause all approvals of such final plat to be null and void."
The 5th & Main Lot Consolidation Final Plat was not recorded within the required timeframe. The applicant's resubmittal narrative included as Attachment 1 explains why the deadline was missed and requests the City Council provide leniency on the timeframe and re-approve the final plat.
The lot consolidation meets all applicable standards for Final Plats contained in the city's subdivision regulations, complies with applicable zoning regulations, and meets all associated conditions of approval of the design review and preliminary plat applications.

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

Sustainability Impact:

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

Financial Impact:

None OR Adequate funds exist in account: None

Attachments:

- Resubmittal Narrative
Lot Consolidation Subdivision Final Plat Application Submittal
Draft Findings of Fact, Conclusions of Law, and Decision

# Galena-Benchmark Engineering

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



July 16, 2024

Regarding: Ketchum Village, Block 5, Lots 3-4, 5<sup>th</sup> and Main Condominiums  
Phased Development Agreement #22793  
Applicant: 5<sup>th</sup> and Main, LLC, c/o Dave Wilson  
File No. P22-041

Dear Council Members:

At the direction of city staff, this letter is provided to request the Council to re-approve the final plat for the lot consolidation of the lots referenced above.

As expressed in the recitals of the Phased Development Agreement, the Council approved the subject lot consolidation in conjunction with the associated Condominium Plat, Design Review approval and other associated applications on September 6, 2022.

There is ambiguity in the timeline to record the final plat between the conditions of approval in the FOF and Ketchum Municipal Code. Specifically, condition of approval #2 states "*Failure to record a Final Plat within two (2) years of Council's approval of a Preliminary Plat shall cause the preliminary plat to be null and void.*" (emphasis added)

Ketchum Municipal Code §16.04.030.I provides "*Time limitations. **With the exception of phased development projects approved by council**, the failure to obtain final plat approval by the council of an approved preliminary plat within two years after approval by the council shall cause all approvals of such preliminary plat to be null and void. The final plat shall be filed with the Blaine County Recorder within one year after final plat approval by the council. Failure to file such final plat within that time shall cause all approvals of such final plat to be null and void.*" (emphasis added)

As you might be aware, Sean Flynn was acting as the Applicant's Representative for the subject Lot Consolidation Plat application. Unfortunately, in the wake of the untimely death of Mr. Flynn and subsequent merging of Benchmark Associates and Galena Engineering, the current applicant team was unaware of the deadlines in place that were ultimately missed. While the dates for both the condition of approval time limit and the Ketchum Code time limit are now passed, this application is subject to a phased development agreement approved by the Council, Inst. No. 696302, records of Blaine County, Idaho. We request that the Council make a finding that the Final Plat Approval is subject to an approved phased development agreement, that the timeline referenced in the Conditions of Approval of the FOF and/or the timeline referenced in Ketchum Municipal Code are not applicable and, if desired, provide a timeline for the recording of the lot consolidation (File No. P22-041).

We appreciate your consideration.

Sincerely,

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

David Patrie



City of Ketchum  
Planning & Building

OFFICIAL USE ONLY	
Application Number:	PRR-0411
Date Received:	<i>[Signature]</i>
By:	6.29.22
Fee Paid:	750.00
Approved Date:	
By:	

### Final Plat Subdivision Application

Submit completed application and payment to the Planning and Building Department, PO Box 2315, Ketchum, ID 83340 or hand deliver to Ketchum City Hall, 191 th St. West, Ketchum. If you have questions, please contact the Planning and Building Department at (208) 726-7801. To view the Development Standards, visit the City website at: [www.ketchumidaho.org](http://www.ketchumidaho.org) and click on Municipal Code.

APPLICANT INFORMATION			
Name of Proposed Subdivision: Lot 3A, Block 5, Ketchum Townsite			
Owner of Record: Fifth & Main LLC c/o Dave Wilson			
Address of Owner: PO Box 6770, Ketchum, ID 83340			
Representative of Owner: Galena Engineering			
Legal Description: Lots 3 & 4, Block 5, Ketchum Townsite			
Street Address: 460 N. Main St.			
SUBDIVISION INFORMATION			
Number of Lots/Parcels: 2 Existing, 1 Proposed			
Total Land Area: 10,989 Sq. Ft. (0.25 Ac.)			
Current Zoning District: CC			
Proposed Zoning District: CC			
Overlay District: n/a			
TYPE OF SUBDIVISION			
Condominium <input type="checkbox"/>	Land <input checked="" type="checkbox"/>	PUD <input type="checkbox"/>	Townhouse <input type="checkbox"/>
Adjacent land in same ownership in acres or square feet: N/A			
Easements to be dedicated on the final plat: None			
Briefly describe the improvements to be installed prior to final plat approval: None			
ADDITIONAL INFORMATION			
All lighting must be in compliance with the City of Ketchum's Dark Sky Ordinance One (1) copy of Articles of Incorporation and By-Laws of Homeowners Associations and/or Condominium Declarations One (1) copy of current title report and owner's recorded deed to the subject property One (1) copy of the preliminary plat All files should be submitted in an electronic format.			

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

*Sean Tly*

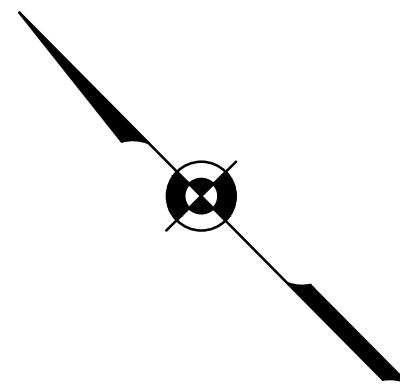
06 / 22 / 2022

Applicant Signature — Representative's Signature Date

Once your application has been received, we will review it and contact you with next steps. No further action is required at this time.

191 5th St. West | P.O. Box 2315 | Ketchum, ID 83340 | main 208.726.7801 | fax 208.726.7812

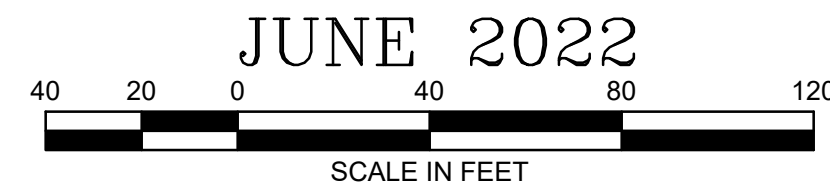
Facebook/CityofKetchum | twitter.com/Ketchum\_Idaho | www.ketchumidaho.org



SCALE: 1" = 40'

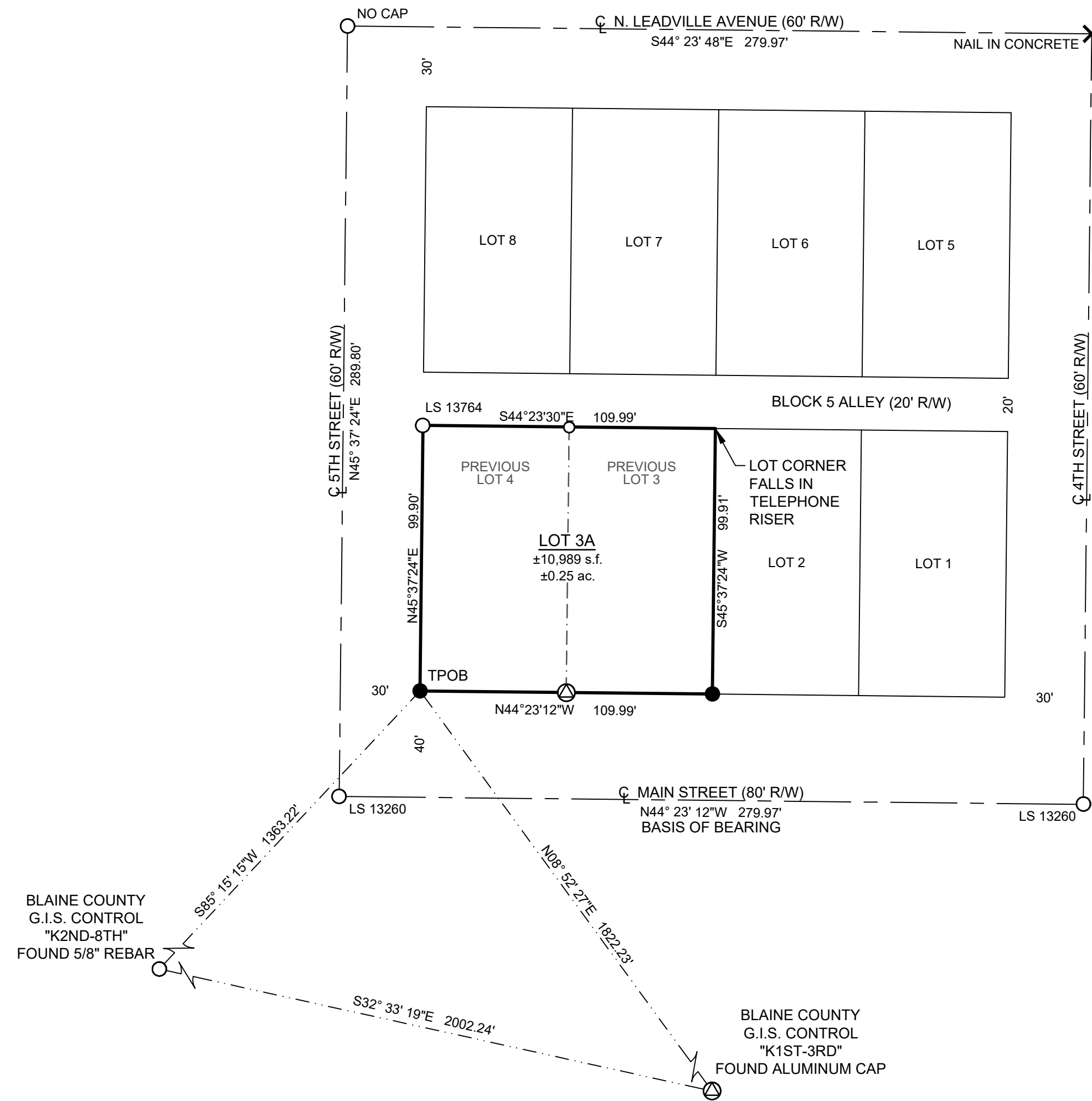
# A PLAT SHOWING LOT 3A, BLOCK 5, KETCHUM TOWNSITE

WHEREIN THE LOT LINE BETWEEN LOTS 3 & 4, BLOCK 5, CITY OF KETCHUM ARE VACATED  
LOCATED WITHIN SECTION 18, T.4N., R.18E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO



### LEGEND

- Property Line
- Adjoiner's Lot Line
- Centerline
- GIS Tie Line
- Lot Line to be Vacated
- Found Aluminum Cap
- Found 5/8" Rebar
- Nail in Concrete
- Set 5/8" Rebar
- TPOB = True Point of Beginning

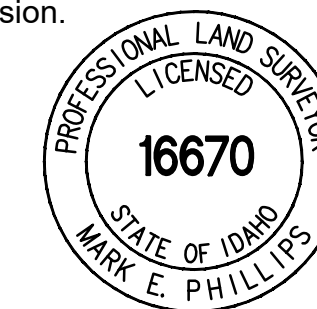


### SURVEY NARRATIVE & NOTES

1. The purpose of this survey is to show the monuments found and set during the boundary retracement of Lots 3-4, Block 5, Ketchum Townsite and vacate the lot line between said lots as shown hereon. The boundary shown is based on A Record of Survey for Ketchum Block 5, Lots 3 & 4, Instrument Number 642700, records of Blaine County, Idaho. All found monuments have been accepted. Lot corner monuments were set by block breakdown and proportioning record distances.
2. The distances shown are measured. Refer to the above referenced survey for previous record data.
3. This survey does not purport to reflect any of the following which may be applicable to subject real property: natural hazards, encroachments, wetlands, easements, building setbacks, restrictive covenants, subdivision restrictions, zoning or any other land-use regulations.
4. A Title Commitment has been issued by Title Resources Guaranty Company, Commitment Number 21435321-2, with a commitment date of January 11, 2022. Certain information contained in said title policy may not appear on this map or may affect items shown hereon. It is the responsibility of the owner or agent to review said title policy. Some of the encumbrances and easements listed in the title report are NOT plottable hereon. Review of specific documents is required, if further information is desired.

### CERTIFICATE OF SURVEYOR

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



LOT 3A, BLOCK 5,  
KETCHUM TOWNSITE

GALENA ENGINEERING,  
INC. HAILEY, IDAHO

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

Date \_\_\_\_\_

South Central District Health Dept., EHS

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

1 OF 2  
Job No. 8146



COMMITMENT FOR TITLE INSURANCE  
Issued by  
TITLE RESOURCES GUARANTY COMPANY

Issuing Office: TitleOne Corporation dba Sun Valley Title  
ALTA® Universal ID: 1065022  
Commitment Number: 21435321-2

SCHEDULE A

1. Commitment Date: January 11, 2022 at 07:30 AM

2. Policy or Policies to be issued:

X ALTA Owners Policy (6/17/06)	Standard Coverage	Policy Amount:	
Proposed Insured:		Premium:	\$0.00
To Be Determined			

3. The estate or interest in the land described or referred to in this Commitment is:  
Fee Simple

4. Title to the estate or interest in the Land is at the Commitment Date vested in:  
Fifth & Main, LLC, an Idaho limited liability company

5. The Land described as follows:  
See Attached Schedule C

Title Resources Guaranty Company  
TitleOne Corporation dba Sun Valley Title

By:


Nick Busdon, Authorized Signatory

Title Resources Guaranty Company

By:

President/CEO

Secretary



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

TRGC Form: Comm16 ALTA Commitment Form Adopted 6-17-2006 Revised 08-01-2016 Technical Corrections 04-02-2018

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**SCHEDULE B, PART I  
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. NOTE: According to the available records, the purported address of the land referenced herein is:  
  
None at this time, North Main St, Ketchum, ID 83340
6. NOTE: In the event this transaction fails to close, or this commitment is cancelled, a cancellation fee will be charged to comply with the State of Idaho Department of Insurance regulations.
7. The Company will require delivery and approval of an Indemnity and Affidavit as to Debts, Liens, and Possession prior to the issuance of any Extended Coverage policy. The Company may make additional requirements and exceptions upon disclosure of the same.
8. NOTE: The only deed(s) affecting said land, which recorded within 24 months of the date of this report, or the last recorded vesting deed, is (are) as follows:  
Document: Warranty Deed  
Grantor: Main Street Realty Partners, LLC, a Delaware limited liability company  
Grantee: Fifth & Main, LLC, an Idaho limited liability company  
Recorded: December 16, 2021  
Instrument No.: [689935](#), records of Blaine County, Idaho.
9. The Company will require that a new plat be accepted by the Blaine County Assessor's Office and recorded with the Blaine County Recorder's Office prior to any closings.
10. The Company will require any CCR-type documents be recorded prior to closing.
11. The Company will require a copy of the Operating Agreement and any amendment thereof for Fifth & Main, LLC, showing authority of the officers, managers, or members to execute the forthcoming documents on behalf of said limited liability company. The Company may make additional requirements or exceptions upon disclosure of the same.

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

TRGC Form: Comm16 ALTA Commitment Form Adopted 6-17-2006 Revised 08-01-2016 Technical Corrections 04-02-2018

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**SCHEDULE B, PART II**  
**Exceptions**

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

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company. If the Company's requirements are satisfied, Exceptions 1 through 7 will be removed on Enhanced/Extended coverage policies.

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land, and that is not shown by the Public Records.
4. Easements, or claims of easements, not shown by the Public Records.
5. Any lien, or right to a lien, for services, labor, equipment, or materials heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices to such proceedings whether or not shown by the records of such agency, or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims to title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
8. Taxes, including any assessments collected therewith, for the year 2021 which are paid in full.  
Parcel Number: RPK000005003A  
Original Amount: \$10,597.64  
Without Homeowner's Exemption
9. Taxes, including any assessments collected therewith, for the year 2022 which are a lien not yet due and payable.
10. The land described herein is located within the boundaries of the City of Ketchum and is subject to any assessments levied thereby.
11. Liens, levies, and assessments of a proposed homeowners/condominium association, if any.
12. Easements, reservations, restrictions, and dedications as shown on the official plat of Ketchum Townsite.
13. Easements, reservations, restrictions, and dedications as shown on the proposed plat of the new development.
14. 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.
15. 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.

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

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16. 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.

17. 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.

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

Recorded:

Instrument No.:

19. 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.

(End of Exceptions)

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SCHEDULE C

**Legal Description:**

Lots 3 and 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.

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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

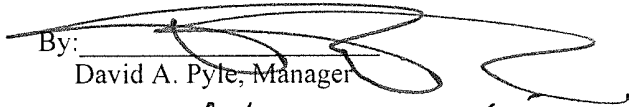
The following described premises, to-wit:

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.

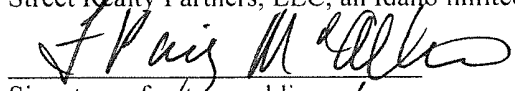
Dated: December 8, 2021

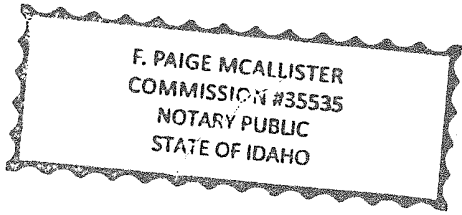
Main Street Realty Partners, LLC, a Delaware limited liability company

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





**City of Ketchum  
Planning & Building**

IN RE: )  
)  
460 North Main Street Mixed-Use Building ) KETCHUM CITY COUNCIL  
5th & Main Condominiums ) FINDINGS OF FACT, CONCLUSIONS OF LAW, AND  
Lot Consolidation Subdivision Final Plat ) DECISION  
)  
Date: August 5, 2024 )  
)  
File Number: P22-041 )

**PROJECT:** 460 North Main Street Mixed-Use Building /5<sup>th</sup> & Main Condominiums

**APPLICATION TYPE:** Lot Consolidation Subdivision Final Plat

**FILE NUMBER:** P22-041

**ASSOCIATED APPLICATIONS:** Design Review P22-007, Variance P22-013, Lot Consolidation Preliminary Plat P22-005, Condominium Subdivision Preliminary Plat P22-006, FAR Exceedance Agreement 22792, Right-of-Way Encroachment Agreement 22794, Phased Development Agreement 22793

**ARCHITECT:** Michael Bulls, Ruscitto Latham Blanton Architecture

**DEVELOPER & OWNER:** David Wilson, Main Street Realty Partners LLC

**LOCATION:** 460 N Main Street (Ketchum Townsite: Block 5: Lots 3 & 4)

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

**OVERLAY:** None

**RECORD OF PROCEEDINGS**

The Planning and Zoning Commission considered the 460 N Main Mixed-Use Building (5<sup>th</sup> & Main Condominiums) Lot Consolidation Subdivision Preliminary Plat Application File No. P22-005 during their regular meeting on March 8<sup>th</sup>, 2022. The application was considered concurrently with Design Review Application File No. P22-007, Variance Application File No. P22-013, and Condominium Subdivision Preliminary Plat Application File No. P22-006 and the public hearings were combined in accordance with Idaho Code §67-6522. After considering Staff’s analysis, the applicant’s presentation, and public comment, the Planning and Zoning Commission approved the 460 N Main Mixed-Use Building (5<sup>th</sup> & Main Condominiums) Design Review and Variance applications and

recommended approval of the Lot Consolidation Preliminary Plat and Condominium Preliminary Plat applications to the Ketchum City Council. The City Council reviewed and approved the 460 N Main Mixed-Use Building (5<sup>th</sup> & Main Condominiums) Lot Consolidation Preliminary Plat and Condominium Subdivision Preliminary Plat on April 11<sup>th</sup>, 2022. The City Council reviewed and approved FAR Exceedance Agreement 22792, Right-of-Way Encroachment Agreement 22794, Phased Development Agreement 22793, and Lot Consolidation Final Plat Application File No. P22-041 for the project on September 6, 2022.

Pursuant to Ketchum Municipal Code §16.04.030.I, “The final plat shall be filed with the Blaine County Recorder within one year after final plat approval by the council. Failure to file such final plat within that time shall cause all approvals of such final plat to be null and void.” The 5<sup>th</sup> & Main Lot Consolidation Final Plat was not recorded within the required timeframe. The applicant’s resubmittal narrative explains why the deadline was missed and requests the City Council provide leniency on the timeframe and re-approve the final plat. The City Council re-approved Lot Consolidation Final Plat Application File No. P22-041 on August 5, 2024.

#### Public Hearing Notice & Public Comment

The public hearing notice for the Planning and Zoning Commission’s review of the project on March 8<sup>th</sup>, 2022 was mailed to all owners of property within 300 feet of the project site and all political subdivision on February 16<sup>th</sup>, 2022. The public hearing notice was published in the Idaho Mountain Express the on February 16<sup>th</sup>, 2022. A notice was posted on the City’s website on February 16<sup>th</sup>, 2022. The public hearing notice was posted on the project site on March 1<sup>st</sup>, 2022.

### **FINDINGS OF FACT**

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

The applicant, property owner and developer David Wilson represented by architect Michael Bulls of Ruscitto Latham Blanton Architecture, is proposing to develop 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 (CC-1) Zoning District. The mixed-use building will accommodate two retail units on the ground floor, a parking garage with 8 off-street parking spaces, 4 community housing units with private entrances accessed from the alley, and 4 market-rate residential units. The Lot Consolidation Subdivision Preliminary Plat Application will combine lots 3 and 4 within block 5 of Ketchum Townsite to consolidate the development parcel.

The Lot Consolidation Subdivision Preliminary Plat will combine lots 3 and 4 within block 5 of Ketchum Townsite to consolidate the development parcel. The request to combine two Ketchum Townsite lots downtown meets all applicable standards outlined in the City’s subdivision regulations. This project fits in with downtown’s local context and small-town character. The development of different buildings on smaller lots over time generates variety in design and detail to form a dynamic, authentic, and interesting streetscape. Lot consolidations impact the pattern of downtown

development. This application combines two Ketchum Townsite lots. Combined Lot 3A will have 110 feet of frontage along Main Street and 100 feet of frontage along 5th Street. The total area of the combined lots is 11,000 square feet. Many Ketchum Townsite lots have been consolidated downtown to accommodate new development. Proposed Lot 3A is the same size and shape as the Idaho Independent Bank and Wells Fargo Bank properties across Main Street.

Pursuant to Condition of Approval No. 3 of Lot Consolidation Preliminary Plat Application File No. P22-005, the Lot Consolidation Final Plat Application must be approved by the City Council and the final plat shall be recorded in the records of Blaine County, Idaho prior to issuance of a building permit for the 460 N Main Mixed-Use Development and prior to the submittal of the final plat application for the 5th & Main Condominiums.

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

Final Plat Requirements					
Compliant			City Code	City Standards	
Yes	No	N/A			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.1	<b>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.</b>	
			<i>Findings</i>	The point of beginning of the subdivision description is tied to two governmental survey corners—Blaine County GIS Control “K2nd-8 <sup>th</sup> ” Found 5/8 <sup>th</sup> Rebar and Blaine County GIS Control “K1st-3 <sup>rd</sup> ” Found Aluminum Cap as shown on the final plat map.	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.2	<b>Location and description of monuments.</b>	
			<i>Findings</i>	The location and description of monuments are provided on Sheet 1 of the Final Plat.	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.3	<b>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.</b>	
			<i>Findings</i>	The lot lines of consolidated Lot 3A are shown on the final plat map. The total area of consolidated Lot 3A is 10,989 square foot, which is noted on the preliminary plat map. The final plat shows the 60-foot-wide 5 <sup>th</sup> Street right-of-way and the 80-foot-wide Main Street right-of-way. The property is not located within the floodplain, floodway, or avalanche districts. All other bearings and dimensions have been reviewed by the City Engineer for accuracy.	

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.4	<b>Names and locations of all adjoining subdivisions.</b>
			<i>Findings</i>	The subject property is adjacent to multiple Ketchum Townsite lots. All lots within Block 5 of Ketchum Townsite are indicated on the final plat map.
<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>	The final plat shows the 60-foot-wide 5th Street right-of-way and the 80-foot-wide Main Street right-of-way..
<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>	No public or private easements exists on the subject property and no new easements are required for the project.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.7	<b>The blocks numbered consecutively throughout each block.</b>
			<i>Findings</i>	The lot consolidation final plat application proposes to combine two existing lots within Block 5 of the Ketchum Townsite. No new streets or blocks are proposed with this project. The final plat map specifies that consolidated Lot 3A is within Block 5 of the Ketchum Townsite.
<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>	This standard is not applicable as there is no requirement or proposal for land dedicated to public or common use for the mixed-use development.
<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>	The title of the final plat as shown on Sheet 1 includes all required information— <i>A Plat Showing Lot 3A, Block 5, Ketchum Townsite, wherein the lot line between Lots 3 &amp; 4, Block 5, City of Ketchum are vacated, located within Section 18, T.4N., R.18E., B.M., City of Ketchum, Blaine County, Idaho.</i>
<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>	All existing streets, including 5 <sup>th</sup> , 4 <sup>th</sup> , and Main streets and Leadville Avenue, as well as the Block 5 alleyway are indicated on the final plat map. No additional streets are being created or dedicated.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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>	This standard is not applicable as this final plat consolidates two existing Ketchum Townsite lots does not create a condominium subdivision.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.13	<b>Certificate by registered engineer or surveyor preparing the map certifying to the accuracy of surveying plat.</b>
			<i>Findings</i>	Sheet 1 of the final plat includes the required Certificate of Surveyor.
<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>	The title report, dated January 11, 2022, was used to prepare the final plat map and submitted with the lot consolidation 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>	The final plat application the current owner of record information. As conditioned, this standard will be met prior to recordation of the lot consolidation final plat. The signature block page shall include a certificate of ownership and associated acknowledgement from all owners and holders of security interest with regard to the subject property.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.16	<b>Certification and signature of engineer (surveyor) verifying that the subdivision and design standards meet all City requirements.</b>
			<i>Findings</i>	As conditioned, this standard will be met prior to recordation of the lot consolidation final plat. The signature block page shall include the certification and signature of the surveyor verifying that the subdivision and design standards meet all City requirements.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.17	<b>Certification and signature of the City Engineer verifying that the subdivision and design standards meet all City requirements.</b>
			<i>Findings</i>	As conditioned, this standard will be met prior to recordation of the lot consolidation final plat. The signature block page shall include the City Engineer's approval and verification that the subdivision and design standards meet all City requirements.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.18	<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>	As conditioned, this standard will be met prior to recordation of the lot consolidation final plat. The signature block page shall include 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.19	<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 lot consolidation preliminary plat application.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.B	<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.</b>

			<i>Findings</i>	This standard has been met. The construction design plans shall be submitted with the building permit application for review by City Departments. All improvements indicated on the project plans, including landscaping and right-of-way improvements, shall be installed in accordance with the phased development agreement for the project.
<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>	This standard does not apply as this final plat application will combine two lots. The required improvements as shown on the project plans approved with Design Review P22-007 will be required to be installed in accordance with the associated phased development agreement for the project.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.D	<b>As Built Drawing:</b> 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>	Improvement plans shall be reviewed and approved by City Departments through the building permit application process for 460 N Main Mixed-Use Development. No improvements are required to be installed for the lot consolidation final plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.E	<b>Monumentation:</b> 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

				<p>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>	The applicant shall meet the required monumentation standards prior to recordation of the final plat.
<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> <li>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.</li> <li>4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.</li> </ol>

				<p>5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts.</p> <p>6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat.</p>
			<i>Findings</i>	This standard is not applicable as no new lots are being created. This application combines two existing Ketchum Townsite lots to consolidate the development parcel for the new 460 N Main Mixed-Use Building.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.G	<p><b>G. Block Requirements:</b> 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>	This standard is not applicable as no new blocks are being created.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.H	<p><b>Street Improvement Requirements:</b></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> <li>4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods;</li> <li>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;</li> <li>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</li> </ol>

			<p>of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated;</p> <p>7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended;</p> <p>8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;</p> <p>9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);</p> <p>10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;</p> <p>11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;</p> <p>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</p> <p>13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the commission before submitting same to council for preliminary plat approval;</p> <p>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</p> <p>15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;</p> <p>16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;</p> <p>17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement;</p> <p>18. Street lighting may be required by the commission or council where appropriate and shall be installed by the subdivider as a requirement improvement;</p>
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			<p>19. Private streets may be allowed upon recommendation by the commission and approval by the council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section;</p> <p>20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the administrator and shall be consistent with the type and design of existing street signs elsewhere in the city;</p> <p>21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by the subdivider. Such construction or improvement shall be in accordance with adopted standard specifications;</p> <p>22. Sidewalks, curbs and gutters may be a required improvement installed by the subdivider; and</p> <p>23. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights of way unless approved by the city council.</p>
			<p><i>Findings</i></p> <p>The project is located at the southeast corner of Main and 5th streets. As shown on Sheet C2.0 of the project plans approved with Design Review P22-007, the applicant proposes to expand and repair the asphalt roadway adjacent to the property along Main Street, 5th Street, and the alleyway. The ground-level parking garage will be accessed from 5th Street. The applicant will construct a zero-reveal curb and gutter to access the parking garage.</p> <p>Final civil drawings for all associated right-of-way and alley improvements shall be submitted with the building permit application to be verified, reviewed, and approved by the City Engineer and the Streets Department prior to issuance of a building permit for the project pursuant to condition of approval #10 of Design Review P22-007.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p><b>16.04.040.I</b></p> <p><b>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.</b></p>
			<p><i>Findings</i></p> <p>The north end of the block 5 alleyway is unpaved but contains significant improvements, including retaining walls, a streetlight, telephone and cable tv risers, a concrete pad, and power boxes. The City allowed the existing electrical infrastructure to be placed within the alley right-of-way in 2007 as part of a project to underground overhead powerlines. The existing improvements within the right-of-way block the alley creating a dead end. Pursuant to Ketchum Municipal Code §16.04.040.I, dead-end alleys shall only be permitted after due consideration of the interests of adjacent property owners, including, but not</p>

			<p>limited to, the provision of fire protection, snow removal, and trash collection services to such properties.</p> <p>The City currently maintains and removes snow from the improved portion of the Block 5 alleyway. The Streets Department must drive their equipment in reverse backing the loader up to the dead end and then pushing as much of the snow out of the alley as possible. The dead end makes it impossible for the City to remove all of the snow from the alleyway.</p> <p>As shown on Sheet C0.2 of the project plans approved with Design Review P22-007, only a portion of the existing alley right-of-way adjacent to the subject property is improved. This paved area serves as required access to five off-street parking spaces that serve the adjacent development on Lot 7 located at 471 N Leadville Avenue. Future emergency vehicle access for the community housing units within the proposed development will be provided from the block 5 alleyway.</p> <p>The Fire Department requires a minimum 20-foot-wide travel lane for emergency vehicle access to be maintained clear and unobstructed at all times. The full 20-foot-width of the alley must be improved with asphalt pavement to provide compliant emergency vehicle access to the community housing units. The alley improvements must extend from the southeast corner of the development site to the edge of the existing retaining walls enclosing the power boxes at the north end of the alley. As the dead end makes it impossible for the City remove all the snow, the paved portion of the alley must include a snowmelt system in order to keep the required access clear and unobstructed during winter.</p> <p>Pursuant to condition #2 of Design Review P22-007, the full 20-foot width of the alley must be improved with asphalt pavement and a snowmelt system. These improvements shall extend from the southeast corner of the development site to the edge of the existing retaining walls enclosing the power boxes at the north end of the alley. These improvements shall be installed in accordance with the phased development agreement for the project.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p><b>16.04.040.J</b></p> <p><b>Required Easements: Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.</b></p> <p><b>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.</b></p> <p><b>2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain</b></p>

				<p>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>	No new easements are required.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.K	<p><b>Sanitary Sewage Disposal Improvements:</b> Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the city engineer, council and Idaho health department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho department of health and the council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety and welfare.</p>
			<i>Findings</i>	The mixed-use development will connect to the municipal sewer system. The project shall meet all requirements of the Wastewater Department.
<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</p>



				<p>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>	<p>The mixed-use development will connect to the municipal water system. All utilities necessary must be improved and installed at the sole expense of the applicant. Final plans will be reviewed and approved by the Utilities Department prior to issuance of a building permit for the project.</p>
<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>	<p>This standard does not apply as the mixed-use building is within the original Ketchum Townsite subdivision.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.N	<p><b>Cuts, Fills, And Grading Improvements:</b> 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: <ul 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> </ul> </li> </ol>

				<p>3. Grading shall be designed to blend with natural landforms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways.</p> <p>4. Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for open space for the benefit of future property owners within the subdivision.</p> <p>5. Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction. Until such times as such revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion.</p> <p>6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply:</p> <ul 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> <li>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.</li> <li>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.</li> </ul>
			<i>Findings</i>	The project shall meet all cut, fill, and grading standards.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.O	<p>Drainage Improvements: The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the city on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required</p>

				<b>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.</b>
			<i>Findings</i>	All storm water shall be retained on site, including water from roof drains. All roof drain locations must be shown on the project plans submitted with the building permit application for final review and approval by the City Engineer. Sheets C2.0 and C2.1 of the project plans approved with Design Review P22-007 indicate the proposed drainage improvements. The drainage plan is comprised of a system of catch basins and drywells.  Pursuant to condition #10 of Design Review P22-007, the applicant shall submit final civil drawings for all drainage improvements with the building permit application to be verified, reviewed, and approved by the City Engineer. The final project plans submitted with the building permit application must specify the location of all roof drains.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.P	<b>Utilities: In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.</b>
			<i>Findings</i>	All utilities shall be installed underground.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	<b>Off Site Improvements: Where the offsite impact of a proposed subdivision is found by the commission or council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to final plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.</b>
			<i>Findings</i>	The proposed condominium development does not create substantial additional traffic; therefore, no off-site improvements are required.

### CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code and is required and has exercised its authority pursuant to the Local Land Use Planning Act codified at Chapter 65 of Title 67 Idaho Code and pursuant to Chapters 3, 9 and 13 of Title 50 Idaho Code to enact the ordinances and regulations, which ordinances are codified in the Ketchum Municipal Code (“KMC”) and are identified in the Findings of Fact and which are herein restated as Conclusions of Law by this reference and which City Ordinances govern the applicant’s Lot Consolidation Subdivision Final Plat application for the development and use of the project site.
2. The City Council has the authority to review and approve the applicant’s Lot Consolidation Subdivision Final Plat Application pursuant to Chapter 16.04 of Ketchum Code Title 16.

3. The Lot Consolidation Subdivision Final Plat application is governed under Chapter 16.04 of Ketchum Municipal Code.
4. The 5<sup>th</sup> & Main (460 N Main Mixed-Use Building) Lot Consolidation Subdivision Final Plat application meets all applicable standards specified in Title 16 of Ketchum Municipal Code.

### DECISION

**THEREFORE**, the Ketchum City Council **approves** this Lot Consolidation Final Plat Application File No. P22-041 this Tuesday, September 6<sup>th</sup>, 2022 subject to the following conditions of approval.

### CONDITIONS OF APPROVAL

1. The Lot Consolidation Final Plat is subject to all conditions of approval associated with Design Review Application File No P22-007.
2. The final plat mylar shall contain all items required under Title 50, Chapter 13, Idaho Code as well as all items required pursuant to Ketchum Municipal Code §16.04.030.J, including certificates and signatures.
3. The final plat shall be filed with the Blaine County Recorder within one year after final plat approval by the council. Failure to file such final plat within that time shall cause all approvals of such final plat to be null and void (Ketchum Municipal Code §16.04.030.I). The lot consolidation final plat shall be recorded prior to recordation of the final plat for the 5<sup>th</sup> & Main Condominiums.

Findings of Fact **adopted** this 5<sup>th</sup> day of August 2024.

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Neil Bradshaw, Mayor  
City of Ketchum



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: August 5, 2024 Staff Member/Dept: Paige Nied, Associate Planner Planning and Building Department

Agenda Item: Recommendation to Approve the Cedars Townhomes Subdivision Final Plat and Adopt the Findings of Fact, Conclusions of Law, and Decision.

Recommended Motion:

I move to approve the Cedars Townhomes Subdivision Final Plat and adopt the Findings of Fact, Conclusions of Law, and Decision.

Reasons for Recommendation:

- The request meets all applicable standards for Final Plats and Townhouse Subdivisions as specified in the Ketchum Municipal Code's Subdivision (Title 16) regulations.
The Preliminary Plat application was approved by City Council on July 1, 2024, following recommendation by the Planning and Zoning Commission on May 28, 2024.
All conditions of approval of the Preliminary Plat have been met.
All city departments have reviewed the proposal and have no concerns with the proposed plat.

Policy Analysis and Background:

[Empty box for Policy Analysis and Background]

Sustainability Impact:

This application has no impact on the City's ability to meet the Ketchum Sustainability Action Plan.

Financial Impact:

None There is no financial request to the City of Ketchum for the application and therefore no budget implications.

Attachments:

- Townhouse Subdivision Final Plat Application and Supplemental Documents
Final Plat
Draft Findings of Fact, Conclusions of Law, and Decision



City of Ketchum

# Attachment 1: Application and Supplemental Documents



**City of Ketchum  
Planning & Building**

OFFICIAL USE ONLY	
Application Number:	
Date Received:	
By:	
Fee Paid:	
Approved Date:	
By:	

**Subdivision Application-Final Plat**

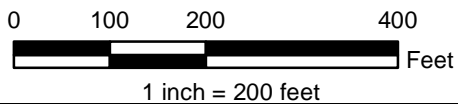
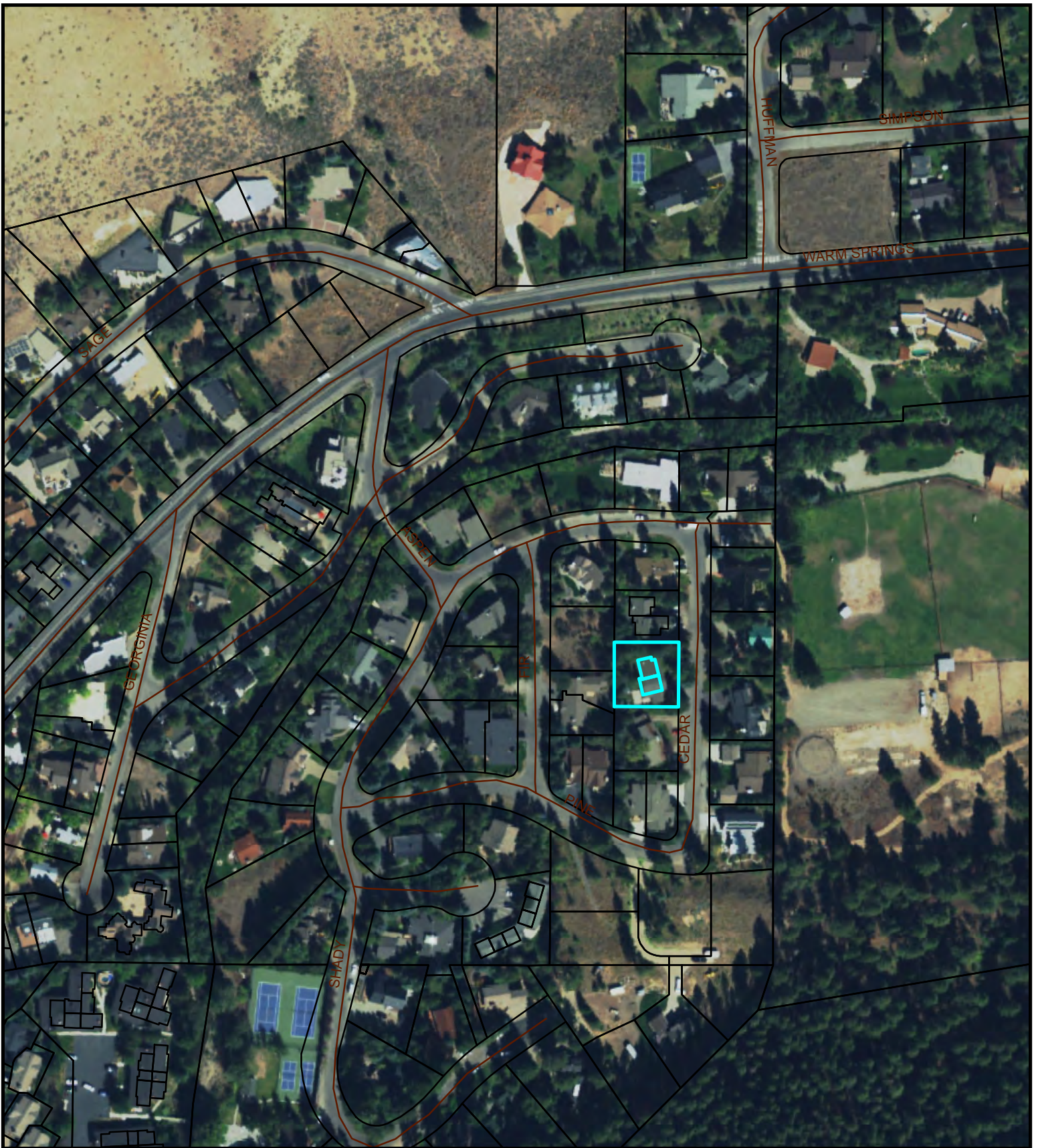
Submit completed application and documentation to [planningandbuilding@ketchumidaho.org](mailto:planningandbuilding@ketchumidaho.org) Or hand deliver to Ketchum City Hall, 191 5th St. W. Ketchum, ID If you have questions, please contact the Planning and Building Department at (208) 726-7801. To view the Development Standards, visit the City website at: [www.ketchumidaho.org](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: The Cedars Townhomes			
Owner of Record: James Thomas and Gayle Kathleen Dunham; Skylar Lindsley and Julie Ann Finstad			
Address of Owner: 26009 101st Place, SW Vashon, WA 98070; 2360 43rd Ave. E., Seattle, WA 98112-2703			
Representative of Owner: Bruce at Alpine		Phone #: 208-727-1988	
Email: bsmith@alpineenterprisesinc.com			
Legal Description: Units 1 & 2, The Cedars Consominiums RPK 07470000000-10-20			
Street Address: 230 Cedar Dr., Units 1 & 2			
SUBDIVISION INFORMATION			
Number of Lots/Parcels: 2 Condominium Units in to 2 Townhouse Sublots			
Total Land Area: +10,000 sq. ft., +0.23 Acres			
Current Zoning District: GR-L			
Proposed Zoning District: No change			
Overlay District: Avalanche			
TYPE OF SUBDIVISION			
Condominium <input type="checkbox"/>	Land <input type="checkbox"/>	PUD <input type="checkbox"/>	Townhouse <input checked="" type="checkbox"/>
Adjacent land in same ownership in acres or square feet:		None	
Easements to be dedicated on the final plat: Mutual Reciprocal Utility Easements			
Briefly describe the improvements to be installed prior to final plat approval: No change except water service lines have been split			
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 tortious conduct of city or its officials, agents or employees. Applicant certifies that s/he has read and examined this application and that all information contained herein is true and correct.

*PERSEQUITA BOWLES*  
 Applicant Signature BOWLES SMITH, PLS, ALPINE ENTERPRISES INC

*23 JUL 24*  
 Date



A Vicinity Map Showing  
The Cedars Condominiums  
230 Cedar Drive  
City of Ketchum  
Blaine County, Idaho

Aerial Imagery is NAIP 2021

ALPINE ENTERPRISES INC.

PO Box 2037  
660 Bell Drive, Unit 1  
Ketchum, Idaho  
208-727-1988

January 2023



RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

Sun Valley Law PLLC  
111 North Main Street Suite B  
Post Office Box 6200  
Ketchum, Idaho 83340  
(208) 726-5962  
(208) 913-0500 (fax)

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(Space above line for Recorder's use only.)

COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE CEDARS TOWNHOMES

GAYLE K. DUNHAM and JAMES T. DUNHAM, a married couple, and SKYLER KAREN LINDSLEY and JULIE ANN FINSTAD, a married couple (collectively, all four owners are referred to as "Current Owners"), who are all the current fee simple title holders of the following described real property agree to terminate the following:

THE CONDOMINIUM DECLARATION FOR CEDARS CONDOMINIUMS, recorded on April 22, 1980 as Blaine County Instrument No. 202892 (the "Declaration"), any amendments to the Declaration, and any bylaws included or contemplated in the Declaration; and,

THE CEDARS CONDOMINIUMS plat, recorded on April 22, 1980, as Blaine County Instrument No. 202893 and any amendments to the Cedars Condominiums plat.

To replace the above, the Current Owners make this DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE CEDARS TOWNHOMES (the "Declaration"), effective at the time of recording in Blaine County, Idaho, for and governing the Sublots and Members (as those terms are defined below) of the following described real property:

Sublot A and Sublot B of THE CEDARS TOWNHOMES subdivision plat recorded as Blaine County Instrument No. \_\_\_\_\_ ("Plat").

This Declaration and the Plat become a covenant that runs with, binds, and encumbers the Cedars Townhomes (as defined below) and the Current Owners of the Cedar Townhomes, and their successors in interest.

1. Definitions

“Association” means the Cedars Townhomes Association, an unincorporated Idaho association. The Association collects and pays for the Common Expenses for the Common Elements.

“Cedar Townhomes” means both Sublots on the Plat.

“Common Elements” means the Townhome exteriors including without limitation the exterior walls and siding, excluding windows and doors, the roof(s), including roof venting, utilities common to both Townhomes or Sublots, the foundation, all structural components, structural elements of the Party Walls, and components common to both Townhomes of Sublots, including, but not limited to, landscaping. Common Elements do not include electrical, plumbing, and other utilities that service only one Townhome, insulation, drywall, fixtures, cabinets, or flooring, including subflooring.

“Common Expense(s)” means all Maintenance for Common Elements, including without limitation, insurance, fees of independent contractors, wages of workers, costs of materials, accounting fees, legal fees, management fees, and any other expenses and liabilities incurred by the Association, by reason of this Declaration.

“Law” means any law or regulation of the United States, State of Idaho, City of Ketchum, and any other government entities or agencies which have authority over

“Exterior” means the exterior walls of the Townhomes, to the point of the exterior side of the studs for framing, including, without limitation, all material exterior to the studs or framing such as plywood, weather wrap, and siding, but excluding windows, or electrical or plumbing fixtures; and also means the exterior of the roof to the point the roof’s sheeting is affixed to the roof framing including, without limitation, sheeting, water-and-ice shield, underlayment, shingles, snow clips, flashing, venting, gutters, and downspouts and heat tape (if any). Satellite dishes and other such affixtures which govern only one Townhome, if any, are not part of the Exterior of the Townhomes.

“Maintain,” and all variations of the word, means without limitation, to construct, enforce, improve, modify, operate, repair, replace, remove, or rebuild. When Maintenance is governed by Law, all Maintenance must comply with the Law including, without limitation, obtaining building permits or professional services.

“Member,” singular or plural, means an individual or individuals or other legal entity or entities holding an aggregate fee simple title interest in one Sublot, but shall not include those having such interest merely as security for the performance of an obligation, such as a mortgagee, trustee, or beneficiary of a deed of trust. While either Sublot there may have multiple Owners for each Sublot, there are only two Members: Sublot 1 and Sublot 2. Each Sublot only has one vote, regardless of the number of actual fee simple title holders.

“Owner,” singular or plural, means any person(s) and/or entity(s) that has a fee-simple title interest in Lot 1 or Lot 2.

“Party Wall” means the common party wall between the Townhomes including, without limitation, the drywall on the Party Wall, the structural, framing, plumbing, electrical, and other utilities or wiring within the Party Wall, and the roof structure above the Party Wall, but excluding the wall coverings such as paint or wallpaper. The Party Wall is situated approximately on the line between the Sublots and divide the Townhomes.

“Personal Property” means all chattel owned by an owner that is not typically included in the sale of structures on real property including, without limitation, electronics, furniture, sporting equipment, vehicles, clothing, jewelry, kitchen utensils, art,

“Sublot”, singular or plural, means Sublot 1, Sublot 2, according to the Plat, or both, as further defined by Law.

“Townhome”, singular or plural, means an individual residential dwelling unit on each Sublot as defined by Law and this Declaration.

## 2. Maintenance Responsibility and Damage

a. Sublots. The Association shall Maintain both Sublots, less the Townhomes, in a manner consistent with other high-end developments in the Wood River Valley.

b. Party Wall and Exterior. The Association will Maintain the Party Wall and the Exterior.

c. Townhomes. Members shall Maintain their individual Townhomes, less the Party Wall, and the Exterior.

d. Damage. In the event of damage to, or the destruction of, the Sublots, the Party Wall, and/or the Exterior caused by an Owner through uninsured acts or omissions of an Owner, then the Association shall, at Association expense, repair and rebuild the Common Elements damaged. If either the Association does not pay that Owner’s share of the costs, or all of such costs in the case of the above-described act or omission, the other Owner may have the Common Elements Maintained and shall be entitled to have the Association impose an assessment for those costs and an assessment lien against the other Townhome, pursuant to all procedures described in this Declaration for Assessments.

## 3. Insurance

a. Types of Insurance. The Association shall, at a minimum, obtain and keep in full force and effect at all times the following insurance coverage provided by companies duly authorized to do business and underwrite insurance in Idaho. The Association may comply with

any insurance requirements by the purchase of blanket coverage and may elect such deductible amounts as, in the Association's opinion, are consistent with good business judgment.

(1) Casualty. The Association shall obtain property insurance on the Common Elements and Townhomes in such amounts as shall provide for full replacement in the event of damage or destruction from casualty against which the insurance is obtained and the Association shall carry the primary insurance covering such loss. Such insurance shall include fire and extended coverage, vandalism, and malicious mischief, if available, and such other risks and hazards against which the Association shall deem it appropriate to provide insurance protection against, in the exercise of good business judgment. Flood and earthquake insurance are not required; however, may be obtained by the Association.

(2) Public Liability and Property Damage. The Association shall purchase broad form comprehensive liability coverage in such amounts and such forms as it deems advisable to provide adequate protection for Owners. Coverage may include, without limitation, liability for personal injuries, and activities in connection with the Maintenance and other use of the Common Elements and Townhomes.

b. Form. Casualty insurance shall be carried in a form or forms naming the Association the insured as trustee for the Owners, which policy or policies shall specify the interest of each Owner and which policy or policies shall provide a standard loss payable clause providing for payment of insurance proceeds to the Association as trustee for the Owners and for the respective first deeds of trust, which from time to time shall give notice to the Association of such first deeds of trust, such proceeds to be used in accordance with this Declaration. Each policy shall also provide that it cannot be canceled by either the insured or the insurance company until after thirty (30) days prior written notice is given first to each Owner and each first deed of trust holder. The Association shall furnish to each Owner, who requests it, a true copy of such policy together with a certificate identifying the interest of each Owner. All policies of insurance shall provide the insurance shall only be invalidated or suspended with respect to the interest of any particular Owner who is in noncompliance with any provision of such policy that would otherwise invalidate or suspend the entire policy. All policies of insurance shall provide further that the insurance under any such policy as to the interest of all other insured Owners not guilty of any such act or omission, shall not be invalidated or suspended and shall remain in full force and effect. Public liability and property damage insurance shall name the Association and the Owners the insureds.

c. Insurance Proceeds. The Association shall receive the proceeds of any casualty insurance payments received under policies. The Owners shall apportion the proceeds to the portions of the Townhomes which have been damaged and shall determine the amount of the proceeds attributable to the damage for each Townhome.

d. Premiums. The Association shall pay insurance premiums.

e. Owner's Individual Insurance. Each Owner must obtain insurance at the Owner's sole expense providing coverage for an Owner's Personal Property that is not covered by the Association's policy of insurance, for personal and excess liability, and covering such other risks as the Owner deems appropriate, but each such policy shall provide that it does not reduce the Association's insurance coverage or liability arising under the Association's insurance policies.

#### 4. Assessments

a. Authority. The Association has the authority to assess each Owner and shall collect from each Owner, as outlined in this Declaration, amounts sufficient to pay any and all current liabilities and any and all liabilities the Association anticipates in no more than the next twelve (12) consecutive calendar months. The Association shall have the authority to assess each Owner and shall collect from each Owner, at any time, amounts sufficient to pay any and all current liabilities and any and all liabilities the Association anticipates in greater than the next twelve (12) consecutive calendar months, including without limitation, for capital reserve. The Association shall send by regular mail, postage prepaid, all invoices for all assessments, which shall be due upon the date of mailing and paid by an Owner to the Association no later than thirty (30) days after the date of mailing. Invoices may be sent via e mail if agreed to by the Owner receiving the email.

b. Owner's Share. Except as set out below, the Owner of Sublot A will pay fifty-six percent (56%) of the Common Expenses, and the Owner of Sublot B will pay forty-four percent (44%), unless the Association otherwise assesses an individual Owner as set out in this Declaration.

c. Accounting. Within sixty (60) days at the end of each of the Association's fiscal years, upon an Owner's request, the Association shall provide a notice to that Owner, at that Owner's expense, if any, containing an accounting of all receipts and an itemization of all disbursements of the Association for the prior calendar year.

d. Past-Due Amounts. Any Owner's assessment remaining unpaid more than thirty (30) days after the date of mailing shall begin to accrue interest from the date due (which is the date the assessment is mailed) at the interest rate for money past due in Idaho Code section 28-22-104, as it may be amended, but which is currently twelve percent (12%) per annum, until the Association receives the assessment and any all outstanding interest and other charges in full. The Association shall first credit all amounts an Owner pays to charges the Association incurs to collect the assessment, then to accrued interest, then to the principal amount of the then oldest unpaid assessment. Any assessment remaining unpaid more than sixty (60) days after the date of mailing, including accrued interest and charges the Association incurs to collect the assessment, shall automatically become a lien upon that Owner's Sublot. At any time after the unpaid assessment becomes a lien upon an Owner's Sublot, the Association may record a notice of assessment lien against the non-paying Owner's Sublot stating the amount of the unpaid assessment or assessments, the accrued interest and charges the Association has incurred to collect the assessment through the date of recording the notice. The other Sublot

Owner shall sign the notice, have the signature acknowledged and verified under Idaho law by a notary public and record the notice in the real property records of Blaine County, Idaho. The lien continues until the non-paying Owner has paid in full all assessments, accrued interest and charges the Association has incurred to collect the assessment. Under the express terms of this Declaration, an Owner expressly agrees by purchasing a Sublot that unpaid assessments on any Sublot, whether or not recorded as a lien, shall be a binding obligation upon the Sublot and also the individual Owner and any type of successor in interest, jointly and severally with the former Owner of that Sublot. The Association shall enforce such obligations against successors in interest as set forth in this Declaration. When an Owner has paid a lien, assessment or any new assessments, accrued interest and the charges the Association has incurred to collect the assessment in full, the Association shall sign, have acknowledged and record a notice in the real property records of Blaine County, Idaho that the Owner has paid the lien in full. The Association may foreclose a lien that remains unpaid for ninety (90) days in the same manner as provided in the laws of the State of Idaho for the foreclosure of liens on real property and as otherwise provided by law. An Owner also shall have the right to sue the other Owner directly for non-payment of half the Common Expenses, record a judgment in the real property records of Blaine County, and foreclose such judgment.

#### 5. Easements

Each Owner grants to the other Owner a reciprocal utility easement over and under each Townhome and Sublot. Any utility lines, pipes, or other such conduits not currently existing, at the time this Declaration are recorded, must be either buried under the Sublot or in the crawlspace of the Townhome. The use of an easement shall not unduly interfere with an Owner's use and quiet enjoyment of an Owner's Townhome. Nothing contained in this section establishes a view easement or view corridor provided; however, that views may be taken into consideration during design review.

#### 6. Design Review

a. Requirement. An Owner is required to submit to the other Owner for advance written approval anything an Owner is required to submit to Ketchum's Building Department ("Building Department"). However, any modifications exclusively to interior portions of a Townhome that does not require a building permit does not require the other Owner's approval.

b. Submittal. Prior to, but no later than the time an Owner makes a submission to the Building Department, an Owner shall submit to the other Owner a set of the following information, where applicable: Schematic drawings at a scale of not less than one-eighth of one inch (1/8") equals one foot (1') including floor plans, elevations, cross sections dimensions of all improvements for which Owner submitted for a building permit. Additionally, if the plans for an improvement approved by the other Owner change in any way that alters the improvement in any way from the approved plans, an Owner is required to obtain written

approval for the modification from the other Owner prior to making an improvement in accordance with a modification to the plans.

c. Criteria. The other Owner shall make all reasonable efforts to review proposed development on any Sublot within thirty (30) days of its receipt of a complete submittal and with regard to the following standards, criteria and factors:

(1) The proposed improvements, construction, landscaping and alterations to the Sublot and Townhome conforms and harmonizes with the existing improvements with respect to design, materials, colors and topography and the other Townhome and Sublot.

(2) The proposed development will not adversely impact the other Sublot or Townhome.

(3) The proposed development will not unduly or unnecessarily obstruct the existing view corridor from the other Townhome and Sublot.

(4) The proposed development will not unduly interfere with the privacy of the other Townhome and Sublot.

(5) The proposed plan for pedestrian access and parking on a Sublot allows for snow removal and storage, provides for safe and convenient circulation and is designed to minimize adverse impact upon the other Sublots with regard to noise, light and visual impact.

(6) Landscaping provides relief and screening as necessary, with respect to visual impact.

(7) In applying this criteria and all other criteria set out in this paragraph, the reviewing Owner shall balance discretion and determination of the term "reasonable" with whether or not it is imposing conditions that impinge on an Owner's private property rights and how or whether those are offset by the protection of the other Owners' private property rights.

e. Inspections. The Owner making the improvements shall allow the other Owner to make regular exterior inspections of at least one (1) per calendar week, at reasonable times of day, during the course of construction of any and all improvements approved by the other Owner.

## 7. Rules

The Association, with all Owners approval, may make Rules governing the use of Sublots and Townhomes. The initial rules shall be as follows:

a. Owners shall keep Townhomes in a neat, clean, orderly and well-maintained appearance. No Owner shall commit or allowed to be committed in any Townhome or on a

Sublot any waste or nuisance or store any hazardous substances, as those terms are defined by federal law, Idaho Code, or the Ordinance. No Owner shall do anything which jeopardizes or increases the rate of the insurance coverage required in this Declaration.

b. No improvement, whether Common Elements or a Townhome shall fall into disrepair, and each Townhome shall at all times be kept in good condition and repair.

c. A Sublot is limited to a total of three vehicles, all of which must be parked in the garages or driveway. Vehicles must be operational, have current registration, and be legally allowed to drive on public streets in Idaho.

d. No animals may be kept on the Sublots or in the Townhomes except two (2) dogs and two (2) cats per Sublot; no exotic, dangerous or aggressive animals of any kind shall be raised, bred or kept on any Sublot, except that household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose and not left outdoors overnight. Owners must clean up all their own pet's waste, regardless of location, and not leave any outside food dishes, so as to avoid conflict with wild animals or roaming pets. Pitbulls, Doberman Pinschers, and Akita dog breeds are considered to be vicious animals.

e. Satellite dishes of no greater than two (2) feet in diameter may be affixed to the exterior of dwelling units in inconspicuous locations.

f. No sign of any kind, other than a standard real estate marketing sign, shall be displayed to the public view without the approval of the other Owner.

g. No gainful occupation, profession, trade or other non-residential use except for a "home occupation" as that term is defined in the Ordinance shall be conducted on any Sublot. Nothing in this Declaration shall prevent the rental of an entire Sublot for residential purposes, on either a short or long-term basis.

h. Trash and recycling must be taken from inside a Townhome and placed directly into a Ketchum approved container, which shall be kept within an enclosed structure to which wildlife cannot access. No trash or recycling shall be kept outside a Townhome at any time other than the day of pickup in Ketchum approved containers. No lumber, grass, shrub or tree clippings or plant waste, metals, bulk materials or scrap shall be kept, stored or allowed to accumulate on any Sublot, except within an enclosed structure or screened from view.

i. No activities shall be conducted or improvements made in Cedars Townhomes, which are or might be unsafe or hazardous to any person or property, including without limitation no firing of any weapons and no open fires shall be lighted or permitted on any property except while personally attended at all times, and in a contained barbecue unit or outdoor fireplace, specifically, fire pits, and completely extinguished at reasonable hours.



j. No obnoxious or offensive activities shall be conducted in a Townhome or Sublot. Nothing shall be done within the Townhome or on the Sublots that may be or may become an annoyance or nuisance to the residents of the other Townhome, or that in any way interferes with the quiet enjoyment of the occupants of the Townhome, including, but not limited to noxious odors, fumes or loud noises.

#### 8. Miscellaneous Provisions

a. Entire Agreement. This is the entire Declaration, unless and until amended.

b. Choice of Law. This Declaration shall be interpreted and enforced under the laws of the State of Idaho.

c. Dispute Resolution. The Association or an Owner, individually, shall have the right to enforce any or all of the provisions of this Declaration upon a Sublot or Owner. The failure of the Association or an Owner to enforce any of the provisions of this Declaration at any time shall not constitute a waiver by the Association of the right to enforce any such provision or any other provisions of this Declaration. Except for the enforcement of a lien, the Association or Owners shall submit any dispute arising out of or related to this Declaration to at least two (2) sessions of mediation of at least two (2) consecutive hours each session by all Owners prior to commencing any litigation. The parties shall use a mediator or mediators acceptable to both parties and bear equally the costs of mediation. Each Owner agrees to pay its own attorney fees incurred prior to and during a mediation.

d. Attorneys' Fees and Costs. The prevailing party in any litigation to enforce any provision or part of this Declaration shall be entitled to reimbursement from the non-prevailing party of all costs and attorney's fees, including without limitation attorney fees incurred on appeal or in bankruptcy court.

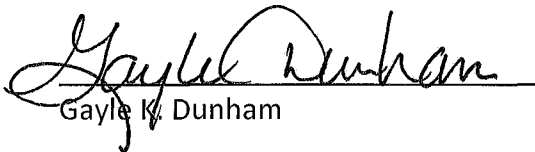
e. Binding Effect. This Declaration shall inure to the benefit of and shall be binding upon the Association and the Owner of any interest in a Sublot, and all their family, assigns, successors in interest, personal representatives, trustees and heirs.

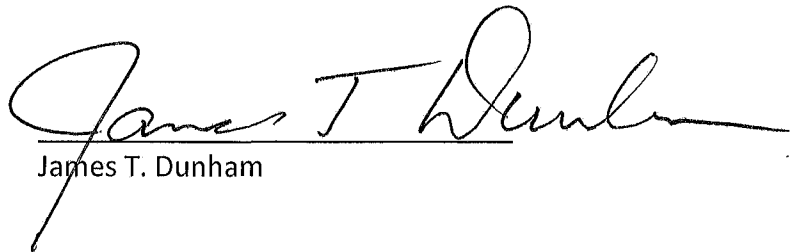
f. Interpretation. The Owners waive the right to make any argument interpreting any ambiguity in this Declaration against the Association or each other as a result of having drafted this Declaration.

g. No Retroactivity. This Declaration shall not apply retroactively or prior to the date of recording, and nothing in this Declaration shall have the effect of overturning or changing any approvals given by the Association for Sublots prior to recording this Declaration, and the recording of this Declaration shall not apply new or different criteria or conditions to past approvals.

h. Amendment. The provisions of this Declaration, including this paragraph, may be amended by an instrument in writing signed and acknowledged by both Owners. Any amendment shall be recorded in the Blaine County real property records to be effective. This Declaration and any amendment shall not defeat or render a beneficiary's rights invalid under a Deed of Trust recorded against a Sublot made in good faith and for value, prior to the recording of this Declaration or any amendment, provided that after the foreclosure of any Deed of Trust the Sublot shall remain subject to this Declaration as amended.

i. Association. The Association, only by both Owners signing, may contract with any third party, independent contractor, and/or employee to perform any and all of their collective responsibilities set out in this Declaration. Any reference to the Association in this Declaration includes a third party, independent contractor, and/or employee acting on the Association's behalf.

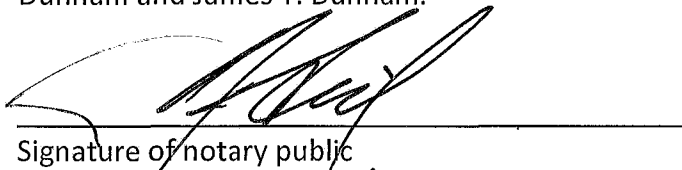
  
Gayle K. Dunham

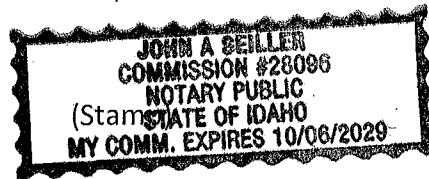
  
James T. Dunham

State of Idaho

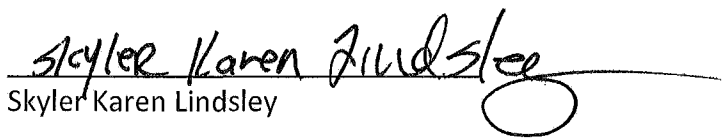
County of Blaine

This record was acknowledged before me on February 12, 2024, by Gayle K. Dunham and James T. Dunham.

  
Signature of notary public



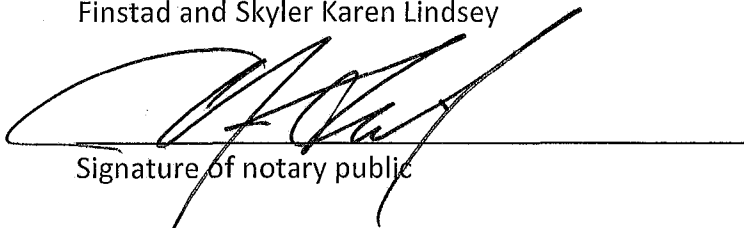
  
Julie Ann Finstad

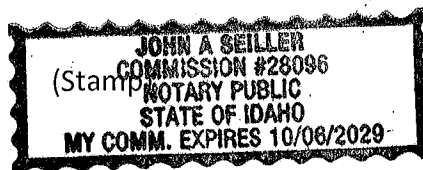
  
Skyler Karen Lindsley

State of Idaho

County of Blaine

This record was acknowledged before me on February 12, 2024, by Julie Ann Finstad and Skyler Karen Lindsey

  
Signature of notary public





**CLTA GUARANTEE**

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

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

**GUARANTEES**

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

**Dated: November 3, 2022**

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

Countersigned by:

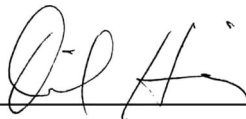
\_\_\_\_\_  
Authorized Countersignature

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

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



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

  
\_\_\_\_\_  
David Hisey  
Secretary

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

## GUARANTEE CONDITIONS AND STIPULATIONS

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

## GUARANTEE CONDITIONS AND STIPULATIONS

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

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

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

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

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

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

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

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

**9. Limitation of Liability**

- If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

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

**11. Payment Loss**

- No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

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

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

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

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

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

**14. Liability Limited to This Guarantee; Guarantee Entire Contract**

- This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- No amendment or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

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

**LOT BOOK GUARANTEE**  
**Issued By**  
**Stewart Title Guaranty Company**

**SCHEDULE A**

**File No.** 22465766  
**State:** ID  
**County:** Blaine

<u>Guarantee No.</u>	<u>Liability</u>	<u>Date of Guarantee</u>	<u>Fee</u>
G-0000803583258	\$1,000.00	November 3, 2022 at 7:30 a.m.	\$140.00

**Name of Assured:**  
Alpine Enterprises

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):

Condominium Unit 1, as shown on the Condominium Map for CEDARS CONDOMINIUMS, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 202893, and as defined and described in the Condominium Declaration for the Cedars Condominiums, recorded as Instrument No. 202892, records of Blaine County, Idaho.

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

Deed Type: Quit Claim Deed

Grantors: Skyler K. Lindsley, a single woman and Julie A. Finstad, a single woman

Grantees: Skyler Karen Lindsley, a single woman and Julie Ann Finstad, a single woman, as joint tenants with rights of survivorship, and not as tenants in common

Recorded Date: April 22, 2005

Instrument: 519078

[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:

230 Cedar Dr 1, Ketchum, ID 83340

2. Taxes for the year 2021 are paid in full.

Parcel Number: RPK07470000010

Original Amount: \$3,137.76

3. Taxes, including any assessments collected therewith, for the year 2022 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. Liens, levies, and assessments of the Management Body, if any, as outlined in the Condominium Declaration.
6. Easements, reservations, restrictions, and dedications as shown on the official plat of [Warm Springs Village Subdivision Third Addition](#).
7. Easements, reservations, restrictions, and dedications as shown on the official plat of [Cedars Condominiums](#).
8. Reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded June 23, 1924 as Instrument No. [55385](#) and Amended by [58955](#), records of Blaine County, ID.
9. 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.
10. Terms and conditions contained in a/an Affidavit as to Identification of Plats and Descriptions of Real Property, Re. Avalanches.  
Recorded: October 10, 1979  
Instrument No.: [197578](#), records of Blaine County, ID.
11. Terms, provisions, covenants, conditions, restrictions and easements provided in a Condominium Declaration but omitting any covenants, conditions or restrictions, if any, to the extent that such violates 42 USC 3604 (c) or any other ordinance, statute or regulation.  
Recorded: April 22, 1980  
Instrument No.: [202892](#), records of Blaine County, ID.

**Sun Valley Title**

**By:**



**Nick Busdon, Authorized Signatory**

**JUDGMENT AND TAX LIEN GUARANTEE**

Issued By  
Stewart Title Guaranty Company

**SCHEDULE A**

**Amount of Liability:** \$1,000.00

**Fee Amount:** \$0.00

**Guarantee No.:** G-0000803583258

**Name of Assured:** Alpine Enterprises

**Date of Guarantee:** November 3, 2022

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:

Skyler Karen Lindsley, a single woman, and Julie Ann Finstad, a single woman, as joint tenants with rights of survivorship, and not as tenants in common

Sun Valley Title  
By:



Nick Busdon, Authorized Signatory



SCHEDULE B

Exceptions:

NONE



**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: October 17, 2022**

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

Countersigned by:


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

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

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



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

  
\_\_\_\_\_  
David Hisey  
Secretary

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

## GUARANTEE CONDITIONS AND STIPULATIONS

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

## GUARANTEE CONDITIONS AND STIPULATIONS

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

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

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

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

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

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

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

- (a) the amount of liability stated in Schedule A;
- (b) 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
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

**9. Limitation of Liability**

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

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

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

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

**11. Payment Loss**

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

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

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

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

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

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

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

**14. Liability Limited to This Guarantee; Guarantee Entire Contract**

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

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

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

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

**LOT BOOK GUARANTEE**  
Issued By  
**Stewart Title Guaranty Company**

**SCHEDULE A**

**File No.** 22464715  
**State:** ID  
**County:** Blaine

<u>Guarantee No.</u>	<u>Liability</u>	<u>Date of Guarantee</u>	<u>Fee</u>
G-0000761333938	\$1,000.00	October 17, 2022 at 7:30 a.m.	\$140.00

**Name of Assured:**  
Alpine Enterprises, Inc.

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):

Condominium Unit 2, as shown on the Condominium Map for CEDARS CONDOMINIUMS, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 202893, and as defined and described in the Condominium Declaration for the Cedars Condominiums, recorded as Instrument No. 202892, records of Blaine County, Idaho.

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

Deed Type: Personal Representatives Deed  
Grantors: Linda W. Fitzgerald, as personal representative of the Estate of Wilma A. Waters, deceased  
Grantees: Gayle Kathleen Dunham and James Thomas Dunham  
Recorded Date: September 20, 2022  
Instrument: 696315  
[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:

230 Cedar Dr 2, Ketchum, ID 83340

2. Taxes for the year 2021 are paid in full.

Parcel Number: [RPK07470000020](#)

Original Amount: \$2,033.84

3. Taxes, including any assessments collected therewith, for the year 2022 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. Liens, levies, and assessments of the Management Body, if any, as outlined in the Condominium Declaration.
6. Easements, reservations, restrictions, and dedications as shown on the official plat of [Warm Springs Village Subdivision Third Addition](#).
7. Easements, reservations, restrictions, and dedications as shown on the official plat of [Cedars Condominiums](#).
8. Reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded June 23, 1924 as Instrument No. [55385](#) and Amended by [58955](#), records of Blaine County, ID.
9. 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.
10. Terms and conditions contained in a/an Affidavit as to Identification of Plats and Descriptions of Real Property, Re. Avalanches.  
Recorded: October 10, 1979  
Instrument No.: [197578](#), records of Blaine County, ID.
11. Terms, provisions, covenants, conditions, restrictions and easements provided in a Condominium Declaration but omitting any covenants, conditions or restrictions, if any, to the extent that such violates 42 USC 3604 (c) or any other ordinance, statute or regulation.  
Recorded: April 22, 1980  
Instrument No.: [202892](#), records of Blaine County, ID.

**Sun Valley Title**  
By:



**Nick Busdon, Authorized Signatory**

**JUDGMENT AND TAX LIEN GUARANTEE**

Issued By  
Stewart Title Guaranty Company

**SCHEDULE A**

**Amount of Liability:** \$1,000.00

**Fee Amount:** \$0.00

**Guarantee No.:** G-0000761333938

**Name of Assured:** Alpine Enterprises, Inc.

**Date of Guarantee:** October 17, 2022

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:

Gayle Kathleen Dunham and James Thomas Dunham (*no marital status shown*)

Sun Valley Title  
By:



Nick Busdon, Authorized Signatory

SCHEDULE B

Exceptions:

NONE





City of Ketchum

# Attachment 2: Cedars Townhomes Final Plat

# A PLAT SHOWING THE CEDARS TOWNHOMES

WHEREIN THE CEDARS CONDOMINIUMS ARE REPLATTED AS TOWNHOUSE SUBLOTS AS SHOWN HEREON  
LOCATED WITHIN  
SECTION 11, T.4N., R.17E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
JULY 2024



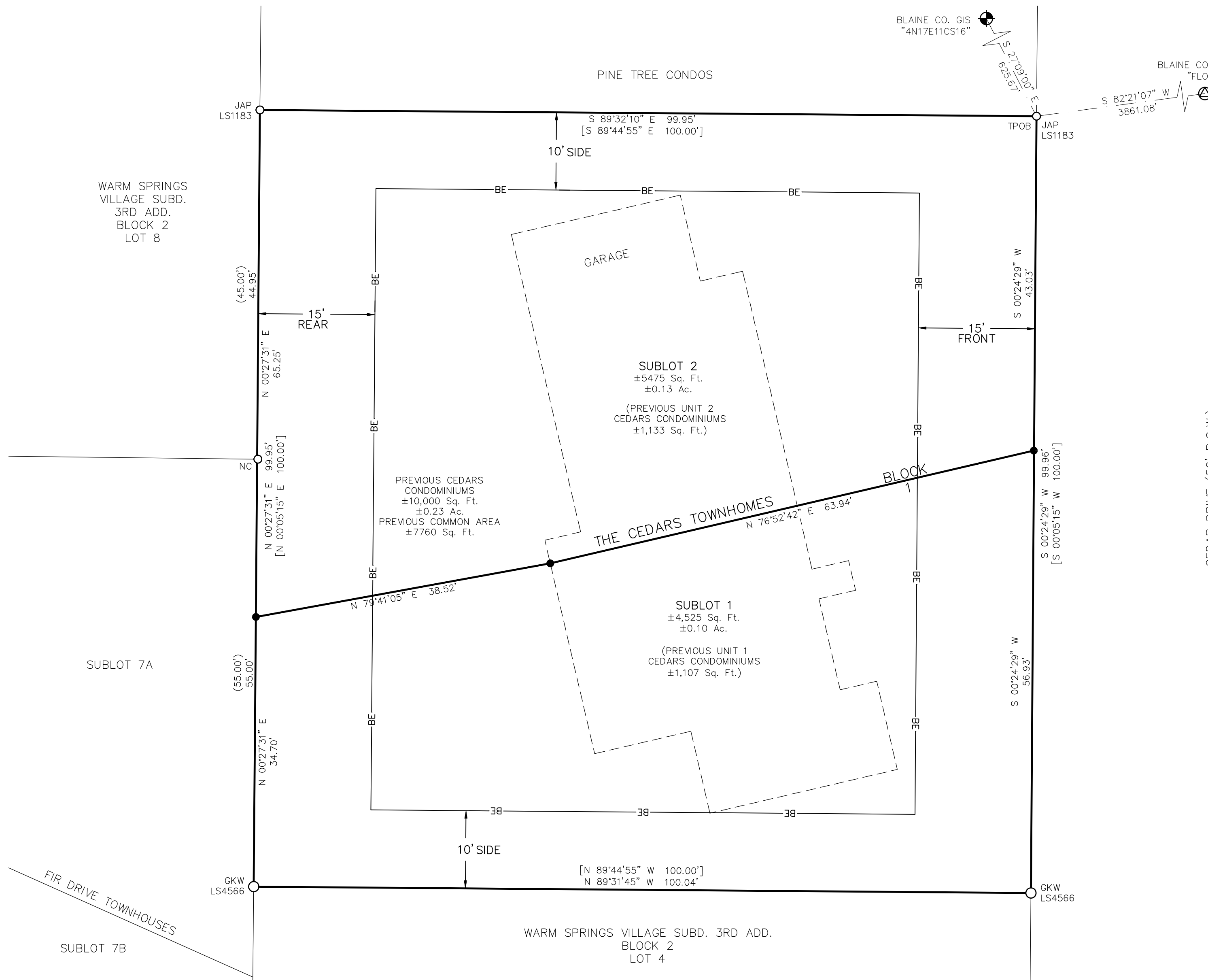
- LEGEND**
- Subject Boundary
  - Adjoiner Lot Lines
  - Building Envelope
  - Street Centerline
  - Existing Building/Structure
  - Set 1/2" Rebar, PLS 7048
  - Found 1/2" Rebar as Shown
  - Found 5/8" Rebar as Shown
  - [ ] Record Bearing and Distance, Inst. No. 202893
  - ( ) Record Bearing and Distance, Inst. No. 114679

### SURVEYOR NARRATIVE

The purpose of this survey is to Replat The Cedar Condominiums into Townhouse Sublots as shown hereon. During a Boundary Retracement of The Cedar Condominiums, all found Monuments of Record were accepted. Sublot Lines were decided based on an existing Site Plan, the Party Wall, Owner preference and agreement.

### Notes

- 1) Basis of Bearings is Grid North per Idaho State Plane Coordinate System, Central Zone, NAD83, (1992), at Grid in US Survey Feet with a Project Combined Scale Factor of 0.99968158 and a Grid North to Geodetic North Convergence Angle of  $-00^{\circ}16'26''$ . Ground Distances will be slightly longer.
- 2) Boundary Information used or considered includes:
  - Pine Tree Condominiums, Instrument Number 194870;
  - Warm Springs Village Subdivision, Third Addition, Instrument Number 114679;
  - The Cedars Condominiums, Instrument Number 202893;
  - Fir Drive Townhouses, Instrument Number 329752;
  - Record of Survey, Instrument Number 657037;
  - all Records of Blaine County, Idaho.
- 3) Please refer to the Plat Notes, Easements, Reservations, Dedications, Conditions, Covenants, and Restrictions on Original Plat and subsequent surveys that may affect the Subject Property.
- 4) The Subject Properties lie within the City of Ketchum's Avalanche Zone District.
- 5) Covenants, Conditions and Restrictions of the Cedars Townhomes is Recorded in Blaine County under Instrument No. \_\_\_\_\_.
- 6) The Cedars Townhomes Sublots shall have Mutual Reciprocal Utility Easements for Repair, Maintenance and Replacement of Utilities.



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

Date \_\_\_\_\_ South Central Public Health District, EHS



THE CEDARS THMS  
ALPINE ENTERPRISES INC.  
KETCHUM, IDAHO  
SHEET 1 OF 2

**CERTIFICATE OF OWNERSHIP**

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

Parcels of land located within Section 11, Township 4 North, Range 17 East, Boise Meridian, City of Ketchum, Blaine County, Idaho; more particularly described as follows:

Condominium Units 1 and 2 as shown on the Condominium Map for CEDARS CONDOMINIUMS, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 202893, and as defined and described in the Condominium Declaration for the Cedars Condominiums, recorded as Instrument No. 202892, records of Blaine County, Idaho.

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

Covenants, Conditions, and Restrictions of the Cedars Townhomes governing this plat are recorded under Instrument Number \_\_\_\_\_, Records of Blaine County, Idaho.

It is the intent of the owners to hereby include said land in this plat and to Re-Plat it as shown hereon.

\_\_\_\_\_  
Skyler Karen Lindsley  
(Unit 1)

\_\_\_\_\_  
Julie Ann Finstad  
(Unit 1)

**ACKNOWLEDGMENT**

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

On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me, a Notary Public in and for said State, personally appeared SKYLER KAREN LINDSLEY and JULIE ANN FINSTAD, a married couple, as community property with the right of survivorship under Idaho Code section 15-6-401, known or identified to me, to be the person whose names are subscribed to the Owner's Certificate and acknowledged to me that they executed the same.

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

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
Residing at  
\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Gayle Kathleen Dunham  
(Unit 2)

\_\_\_\_\_  
James Thomas Dunham  
(Unit 2)

**ACKNOWLEDGMENT**

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

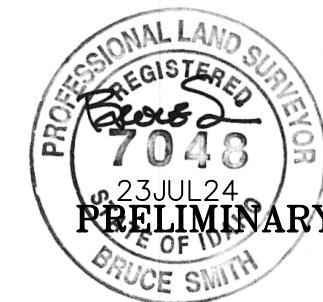
On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me, a Notary Public in and for said State, personally appeared GAYLE KATHLEEN DUNHAM and JAMES THOMAS DUNHAM, a married couple, known or identified to me, to be the persons whose names are subscribed to the Owner's Certificate and acknowledged to me that they executed the same.

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

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
Residing at  
\_\_\_\_\_  
My Commission Expires

**SURVEYOR'S CERTIFICATE**

I, Bruce Smith, a duly licensed Professional Land Surveyor in the State of Idaho, do hereby certify that this plat of THE CEDARS TOWNHOMES, is a true and accurate map of the land surveyed under my direct supervision and that it is in accordance with the Idaho State Code relating to plats and surveys.



**COUNTY SURVEYOR'S APPROVAL**

I, Sam Young, County Surveyor for Blaine County, Idaho, have checked the foregoing plat and computations for making the same and have determined that they comply with the laws of the State of Idaho relating thereto.

\_\_\_\_\_  
Sam Young, PLS 11577  
County Surveyor

**KETCHUM CITY COUNCIL CERTIFICATE**

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

\_\_\_\_\_  
Trent Donat, City Clerk, City of 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.

\_\_\_\_\_  
Paige Nied, City Planner, City of 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,  
City of Ketchum

**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 Plat of THE CEDARS TOWNHOMES have been paid in full on this \_\_\_\_ day of \_\_\_\_\_, 2024. This Certification is valid for the next thirty (30) days only.

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

**COUNTY RECORDER'S CERTIFICATE**

STATE OF IDAHO }  
COUNTY OF BLAINE } ss

This is to certify that the foregoing Plat was Filed in the Office of the Recorder of Blaine County, Idaho, and Duly Recorded at the Time, Date, and Instrument Number shown below.

\_\_\_\_\_  
Ex-officio Recorder



City of Ketchum

# Attachment 3: Draft Findings of Fact, Conclusions of Law and Decision



**City of Ketchum  
Planning & Building**

IN RE:	)	
	)	
Cedars Townhomes	)	<b>KETCHUM CITY COUNCIL</b>
Townhouse Final Plat	)	<b>FINDINGS OF FACT, CONCLUSIONS OF LAW, AND</b>
Date: August 5, 2024	)	<b>DECISION</b>
	)	
File Number: P24-013A	)	

**PROJECT:** Cedars Townhomes

**FILE NUMBER:** P24-013A

**APPLICATION TYPE:** Townhouse Subdivision Final Plat

**REPRESENTATIVE:** Bruce Smith, Alpine Enterprises Inc.

**PROPERTY OWNER:** Skylar Karen Lindsley and Julie Ann Finstad (Unit 1)  
James Thomas and Gayle Kathleen Dunham (Unit 2)

**LOCATION:** 230 Cedar Drive (Cedars Condominiums Units 1 & 2)

**ZONING:** General Residential – Low Density (GR-L)

**OVERLAY:** Avalanche (A)

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

**RECORD OF PROCEEDINGS**

The City of Ketchum received the application for the Cedars Townhomes final plat on March 13, 2024. Following the receipt of the application, staff routed the application materials to all city departments for review. After two rounds of review, the application was deemed complete on May 6, 2024. City departments conducted a thorough review of the application. Per the conditions of approval for the townhouse preliminary plat, all conditions of approval must be met prior to approval of the final plat. As of the date of these findings, all conditions have been met and all department comments have been addressed satisfactorily through applicant revision of project plans or conditions of approval.

The Ketchum City Council conducted their final consideration of the Townhouse Subdivision Final Plat (File No. P24-013A) application during their regular meeting on August 5, 2024. After considering the staff’s analysis and the application materials, the Council unanimously approved the application.

**BACKGROUND**

The applicant is proposing to subdivide the Cedars Condominiums into two townhouse sublots (the “project”). The existing configuration of the Cedars Condominiums is two condominium units with associated common area and the resulting configuration is two townhouse sublots with no common area. This project is located at 230 Cedar Drive (the “subject property”) and is zoned General Residential – Low Density (GR-L) and is within the Avalanche (A) zone. The subject property was developed with a structure containing two condominium units and associated common area in 1979. The structure is existing and no improvements to the site are proposed at this time. The Planning and Zoning Commission held a public hearing and unanimously recommended approval of the Townhouse Subdivision Preliminary Plat application (File No. P24-013) to the City Council on May 28, 2024. The City Council considered and approved the Townhouse Subdivision Preliminary Plat application at their July 1, 2024, meeting.

**FINDINGS OF FACT**

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

**FINDINGS REGARDING COMPLIANCE WITH TOWNHOUSE SUBDIVISION REQUIREMENTS**

Townhouse Plat Requirements				
Compliant			Standards	
Yes	No	N/A	City Code	City Standards
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.B	Townhouse Owners' Documents: The subdivider of the townhouse project shall submit with the preliminary plat application a copy of the proposed party wall agreement and any proposed document(s) creating an association of owners of the proposed townhouse sublots, which shall adequately provide for the control and maintenance of all commonly held facilities, garages, parking and/or open spaces. Prior to final plat approval, the subdivider shall submit to the city a final copy of such documents and shall file such documents prior to recordation of the plat, which shall reflect the recording instrument numbers.
			<i>Commission Findings</i>	The application materials included a copy of the Cedars Townhomes Covenants, Conditions and Restrictions.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.C.1	Preliminary Plat Procedure: Townhouse developments shall be administered consistent with the procedures and design and development regulations established in §16.04.030 and §16.04.040 and the standards of this subsection.  All townhouse developments shall be platted under the procedures contained in the subdivision ordinance in effect and shall be required to obtain design review approval prior to building permit issuance.

			<i>Commission Findings</i>	There is an existing structure on the property and no improvements are proposed at this time, therefore, design review is not required. The applicant submitted a townhouse subdivision application to create two townhouse sublots on the subject property. The Planning and Zoning Commission reviewed and recommended approval of the application to the City Council during their regular meeting on May 28, 2024. The City Council reviewed and approved the preliminary plat application during their regular meeting on July 1, 2024.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.C.2	The subdivider may apply for preliminary plat approval from the commission pursuant to subsection 16.04.030D of this chapter at the time application is made for design review approval pursuant to title 17, chapter 17.96 of this code. The commission may approve, deny or conditionally approve such preliminary plat upon consideration of the action taken on the application for design review of the project.
			<i>Commission Findings</i>	There is an existing structure on the property and no improvements are proposed at this time, therefore, design review is not required. The applicant submitted a townhouse subdivision application to create two townhouse sublots on the subject property. The Planning and Zoning Commission reviewed and recommended approval of the application to the City Council during their regular meeting on May 28, 2024. The City Council reviewed and approved the preliminary plat application during their regular meeting on July 1, 2024.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.080.C.3	The preliminary plat, other data, and the commission's findings may be transmitted to the council prior to commencement of construction of the project under a valid building permit issued by the City. The council shall act on the preliminary plat pursuant to subsection 16.04.030E and F of this chapter.
			<i>Commission Findings</i>	N/A – No improvements to the site are proposed with this application, therefore, no construction will occur.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.080.C.4	In the event a phased townhouse development project is proposed, after preliminary plat is granted for the entirety of a project, the final plat procedure for each phase of a phased development project shall follow §16.04.030.G and comply with the additional provisions of §16.04.110 of this code.
			<i>Commission Findings</i>	N/A – A phased townhouse development is not proposed.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.D	D. Final Plat Procedure: 1. The final plat procedure contained in subsection 16.04.030G of this chapter shall be followed. However, the final plat shall not be signed by the city clerk and recorded until the townhouse has received either: a. A certificate of occupancy issued by the city of Ketchum for all structures in the townhouse development and completion of all design review elements as approved by the planning and zoning administrator; or b. Signed council approval of a phased development project consistent with §16.04.110 herein.

				2. The council may accept a security agreement for any design review elements not completed on a case by case basis pursuant to title 17, chapter 17.96 of this code.
			<i>Commission Findings</i>	There are no improvements proposed or required, and a phased townhouse development is not proposed, therefore, the final plat may be signed by the City Clerk.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.E. 1	<p><b>Required Findings:</b> In addition to all Townhouse Developments complying with the applicable provisions of Title 17 and this Subdivision Chapter (§16.04), the Administrator shall find that</p> <p>All Townhouse Developments, including each individual subplot, shall not exceed the maximum building coverage requirements of the zoning district.</p>
			<i>Commission Findings</i>	The maximum building coverage in the GR-L zone district is 35% of the lot. The subject property is 10,000 square feet. The existing development has a building coverage of 2,245 square feet. This results in a total building coverage of 23% of the lot.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.E. 2	<p><b>Garage:</b> All garages shall be designated on the preliminary and final plats and on all deeds as part of the particular townhouse units. Detached garages may be platted on separate sublots; provided, that the ownership of detached garages is tied to specific townhouse units on the townhouse plat and in any owner's documents, and that the detached garage(s) may not be sold and/or owned separate from any dwelling unit(s) within the townhouse development.</p>
			<i>Commission Findings</i>	Unit B on proposed Sublot 2 has an existing attached one car garage. No detached garages are existing or proposed.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.E. 3	<p><b>General Applicability:</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 townhouse subdivisions. (Ord. 1061 § 3, 2009: Ord. 879 § 4, 2001: Ord. 460 § 2, 1987)</p>
			<i>Commission Findings</i>	During department review of the subdivision application, staff reviewed the project for compliance with the zoning regulations, dimensional standards, and development standards for the City of Ketchum. As conditioned, the townhouse subdivision application meets all applicable regulations.

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

Final Plat Requirements				
Compliant			Standards and City Council Findings	
YES	NO	N / A	Ketchum Municipal Code	City Standards and <i>City Council Findings</i>



<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K	Contents Of Final Plat: The final plat shall be drawn at such a scale and contain such lettering as to enable same to be placed upon sheets of eighteen inch by twenty four inch (18" x 24") Mylar paper with no part of the drawing nearer to the edge than one-half inch (1/2"), and shall be in conformance with the provisions of title 50, chapter 13, Idaho Code. The reverse side of such sheet shall not be used for any portion of the drawing, but may contain written matter as to dedications, certificates, signatures, and other information. The contents of the final plat shall include all items required under title 50, chapter 13, Idaho Code, and also shall include the following:
			<i>Findings</i>	The Final Plat mylar shall be prepared following Ketchum City Council review and approval of the Final Plat application and shall meet these standards.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.1	Point of beginning of subdivision description tied to at least two (2) governmental survey corners, or in lieu of government survey corners, to monuments recognized by the city engineer.
			<i>Findings</i>	As shown on sheet 1, there are two points of beginning for the proposed subdivision. Therefore, this standard is met.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.2	Location and description of monuments.
			<i>Findings</i>	Sheet 1 of the final plat provides the location and description of monuments. Therefore, this standard is met.
<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>	Sheet 1 of the final plat indicates property lines and boundary lines for the subject property, adjacent subdivisions, easements, and adjacent streets. Sheet 1 also indicates the building envelope for the property. This standard is met.
<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>	As shown on Sheet 1, the adjacent subdivisions of Fir Drive Townhomes and Pine Trees Condos are all labeled.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.5	Name and right of way width of each street and other public rights of way.
			<i>Findings</i>	The right of way for Cedar Drive is both named and dimensioned on Sheet 1 of the final plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.6	Location, dimension and purpose of all easements, public or private.
			<i>Findings</i>	Sheet 1 outlines all applicable easements on the property, public and private, including easements for utilities and access.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.7	The blocks numbered consecutively throughout each block.

			<i>Findings</i>	This townhouse subdivision is part of an existing subdivision, and no additional blocks are being created.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.8	The outline of any property, other than a street, alley or easement, which is offered for dedication to public use, fully dimensioned by distances and bearings with the area marked "Dedicated to the City of Ketchum for Public Use", together with any other descriptive language with regard to the precise nature of the use of the land so dedicated.
			<i>Findings</i>	N/A – as no dedications have been required or proposed for this townhouse subdivision.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.9	The title, which shall include the name of the subdivision, the name of the city, if appropriate, county and state, and the location and description of the subdivision referenced to section, township, range.
			<i>Findings</i>	This standard has been met. The name of the proposed subdivision is The Cedars Townhomes.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.10	Scale, north arrow and date.
			<i>Findings</i>	As shown on Sheet 1 of the final plat, this standard has been met.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.11	Location, width, and names of all existing or dedicated streets and other public ways within or adjacent to the proposed subdivision
			<i>Findings</i>	As shown on Sheet 1 of the final plat, the right of way for Cedar Drive is both named and dimensioned. No new public streets are being proposed or required for the development.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.12	A provision in the owner's certificate referencing the county recorder's instrument number where the condominium declaration(s) and/or articles of incorporation of homeowners' association governing the subdivision are recorded.
			<i>Findings</i>	Plat note #5 on Sheet 1 of the final plat includes the required note with a space to put the instrument number for the recorded declarations.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.13	Certificate by registered engineer or surveyor preparing the map certifying to the accuracy of surveying plat.
			<i>Findings</i>	Sheet 2 of the final plat provides the certificate from the licensed Professional Land Surveyor certifying the accuracy of the plat survey.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.14	A current title report of all property contained within the plat.
			<i>Findings</i>	This standard has been met. The applicant provided a title report for Condominium Unit 1 issued by Stewart Title Guarantee Company dated November 3, 2022, and a title report for Condominium Unit 2 issued by issued by Stewart Title Guarantee Company dated October 17, 2022.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.15	Certification of owner(s) of record and all holders of security interest(s) of record with regard to such property.
			<i>Findings</i>	Sheet 2 of the final plat provides the certification of owners of record with regard to the subject property.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.16	Certification and signature of engineer (surveyor) verifying that the subdivision and design standards meet all city requirements.
			<i>Findings</i>	Sheet 2 of the final plat provides the certification of the surveyor verifying the subdivision and design standards meet all city requirements.

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.17	Certification and signature of the city engineer verifying that the subdivision and design standards meet all city requirements.
			<i>Findings</i>	Sheet 2 of the final plat provides the certification of the City Engineer verifying that the subdivision and design standards meet all city requirements.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.18	Certification and signature of the city clerk of the city of Ketchum verifying that the subdivision has been approved by the council.
			<i>Findings</i>	The signature block on Sheet 2 of the plat provides the certification of the City Clerk verifying that the subdivision has been approved by the City Council.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.19	Notation of any additional restrictions imposed by the council on the development of such subdivision to provide for the public health, safety and welfare.
			<i>Findings</i>	This standard is not applicable because no additional restrictions are necessary to provide for the public health, safety, and welfare.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.L	Final Plat Copies: Both a hard copy and a digital copy of the final plat shall be filed with the administrator prior to being placed upon the Council's agenda. A digital copy of the final plat as approved by the council and signed by the city clerk shall be filed with the administrator and retained by the city. The Applicant shall also provide the city with a digital copy of the recorded document with its assigned legal instrument number.
			<i>Findings</i>	This standard has been met.

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	Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city. Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			<i>Findings</i>	No improvements are required or proposed for this application. The subject property does not include any watercourses, rock outcroppings, shrub masses, or historic areas.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.B	Improvement Plans: Prior to approval of final plat by the commission, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required

				in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.
			<i>Findings</i>	This standard is not applicable because there are no improvements proposed or required.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.C	<p>Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather conditions or other factors beyond the control of the subdivider, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be one year or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.</p>
			<i>Findings</i>	This standard is not applicable because there are no standards proposed or required.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.D	<p>As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.</p>
			<i>Findings</i>	This standard is not applicable because there are no improvements proposed or required.
<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> </ol>

				<p>2. All street intersections, points within and adjacent to the final plat.</p> <p>3. All street corner lines ending at boundary line of final plat.</p> <p>4. All angle points and points of curves on all streets.</p> <p>5. The point of beginning of the subdivision plat description.</p>
			<i>Findings</i>	Sheet 1 of the final plat indicates two monuments, both of which have been verified by the subdivider's surveyor and City Engineer.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.F	<p><b>Lot Requirements:</b></p> <p>1. Lot size, width, depth, shape and orientation and minimum building setback lines shall be in compliance with the zoning district in which the property is located and compatible with the location of the subdivision and the type of development, and preserve solar access to adjacent properties and buildings.</p> <p>2. Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contains land with a slope in excess of twenty five percent (25%), based upon natural contours, or creates corner lots at the intersection of two (2) or more streets, building envelopes shall be shown for the lot(s) so affected on the preliminary and final plats. The building envelopes shall be located in a manner designed to promote harmonious development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. Also, building envelopes shall be located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, watercourses and topographical features. Structures may only be built on buildable lots. Lots shall only be created that meet the definition of "lot, buildable" in section 16.04.020 of this chapter. Building envelopes shall be established outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following:</p> <p>a. For lot line shifts of parcels that are entirely within slopes of twenty five percent (25%) or greater to create a reasonable building envelope, and mountain overlay design review standards and all other city requirements are met.</p> <p>b. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section.</p> <p>3. Corner lots shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use.</p> <p>4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.</p> <p>5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts.</p> <p>6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of</p>

				twenty feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat.
			<i>Findings</i>	<ol style="list-style-type: none"> <li>1. The proposed townhouse subdivision meets all dimensional standards as outlined in the GR-L zone district for the parent lot. The minimum lot size is 8,000 square feet and the parent lot is 10,000 square feet. The existing structure meets minimum setback requirements in the GR-L zone for the front, sides, and rear.</li> <li>2. The subject property is entirely within the A Zone and the final plat includes a building envelope, as is required for lots within the A Zone.</li> <li>3. The subject property is a not a corner lot.</li> <li>4. The parent lot of the townhouse subdivision and the newly created subplot lot line is within 20 degrees to a right angle to the street lot line along Cedar Drive.</li> <li>5. The subject property is not a double frontage lot.</li> <li>6. Both Sublots have a minimum of 20 feet of frontage on Cedar Drive.</li> </ol>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.G	<p><b>G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</b></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>	This standard is not applicable because this townhouse subdivision application does not create a new block.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H	<p><b>Street Improvement Requirements:</b></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> </ol>

			<p>3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad or limited access highway right of way, the council may require a frontage street, planting strip, or similar design features;</p> <p>4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods;</p> <p>5. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven percent (7%) so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing;</p> <p>6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated;</p> <p>7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended;</p> <p>8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;</p> <p>9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);</p> <p>10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;</p> <p>11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;</p> <p>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</p> <p>13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the commission before submitting same to council for preliminary plat approval;</p>
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			<p>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</p> <p>15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;</p> <p>16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;</p> <p>17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement;</p> <p>18. Street lighting may be required by the commission or council where appropriate and shall be installed by the subdivider as a requirement improvement;</p> <p>19. Private streets may be allowed upon recommendation by the commission and approval by the council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section;</p> <p>20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the administrator and shall be consistent with the type and design of existing street signs elsewhere in the city;</p> <p>21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by the subdivider. Such construction or improvement shall be in accordance with adopted standard specifications;</p> <p>22. Sidewalks, curbs and gutters may be a required improvement installed by the subdivider; and</p> <p>23. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights of way unless approved by the city council.</p>
			<p><i>Findings</i></p> <p>This standard is not applicable because no new streets are proposed.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>16.04.040.I</p> <p>Alley Improvement Requirements: Alleys shall be provided in business, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead end alleys shall be prohibited. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.</p>
			<p><i>Findings</i></p> <p>This standard does not apply as the subject property is not adjacent to an alley.</p>



<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.J	<p>Required Easements: Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.</p> <ol style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>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.</li> <li>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.</li> <li>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.</li> <li>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.</li> </ol>
			<i>Findings</i>	The Cedars Townhomes sublots have mutual reciprocal utility easements for repair, maintenance, and replacement of utilities, as indicated in plat note #6. Standards 2-6 do not apply to the project as the property is not adjacent to any of the listed waterways, not adjacent to Warm Springs, does not contain any irrigation infrastructure, and does not include pedestrian or equestrian pathways.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.K	<b>Sanitary Sewage Disposal Improvements:</b> Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider.

				<p>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>	<p>This standard does not apply as this application does not create a new subdivision. Both sublots are directly connected to the City of Ketchum sewer system main found in Cedar Drive.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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>	<p>This standard does not apply as this application does not create a new subdivision. Both townhouse sublots are serviced by individual water lines, as is required for townhouse developments.</p>
<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>	<p>This standard does not apply as there are no incompatible uses adjacent to the proposed townhouse subdivision.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.N	<p><b>Cuts, Fills, And Grading Improvements:</b> 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>

			<p>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.</p> <p>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:</p> <ul 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> </ul> <p>3. Grading shall be designed to blend with natural landforms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways.</p> <p>4. Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for open space for the benefit of future property owners within the subdivision.</p> <p>5. Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction. Until such times as such revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion.</p> <p>6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply:</p> <ul 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> <li>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.</li> </ul>
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				e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.
			<i>Findings</i>	This standard does not apply as this application is the subdivision of an existing lot and no drainage improvements to the site are required or proposed.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.O	<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.
			<i>Findings</i>	This standard does not apply as this application is the subdivision of an existing lot and no improvements to the site are proposed or required.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.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.
			<i>Findings</i>	All utilities are existing and located underground per the KMC requirements.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	<b>Off Site Improvements:</b> Where the offsite impact of a proposed subdivision is found by the commission or council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to final plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.
			<i>Findings</i>	This standard does not apply as this application is the subdivision of an existing lot and no improvements to the site are proposed therefore it will not create additional traffic
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.R	<b>Avalanche And Mountain Overlay:</b> 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>	The Cedars Townhomes are within the A Zone; however, this standard does not apply because no improvements are proposed or required.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.S	Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			<i>Findings</i>	This standard does not apply because there are no existing natural features present on the lot that would have enhanced the attractiveness of the townhome subdivision.

### CONCLUSIONS OF LAW

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

### DECISION

**THEREFORE**, the Ketchum City Council **approves** this Townhouse Subdivision Final Plat Application File No. P24-013A this Monday, August 5, 2024, subject to the following conditions of approval.

### CONDITIONS OF APPROVAL

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

Findings of Fact adopted this 5<sup>th</sup> day of August 2024.

---

Neil Bradshaw  
Mayor  
City of Ketchum

Attest:

---

Trent Donat, City Clerk



**CITY COUNCIL MEETING AGENDA MEMO**

Meeting Date:  Staff Member/Dept:

Agenda Item:

Recommended Motion:

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 \$8,211.03 from approval of these licenses in accordance with the current fee structure.

Attachments:

1. Table of Licenses
2. Beer, Wine & Liquor-by-the-Drink License Applications

<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>
Oscar LLC DBA Il Naso	X		X		
Casino 2 LLC	X	X			X
Grumpy's	X		X		
Desperado's	X		X		
Bigwood Bread	X		X	X	
Sushi on Second	X	X	X		
Sun Valley Performing Arts DBA The Argyros	X		X		
New Endeavor DBA Ida Thai	X	X	X	X	
Luna LLC DBA Enoteca	X	X	X	X	
Roadbars DBA Ramen Cowboy	X	X	X	X	
TNT Taproom	X	X	X	X	
Salted Sprig	X	X	X	X	
Bigwood Golf Partners	X	X		X	
Oasis Stop N Go LLC DBA Base Camp Warm Springs		X		X	
Oasis Stop N Go LLC DBA Base Camp River Run		X		X	
Lefty's Too Operations	X		X		
American Legion Post 115	X				X





City of Ketchum

### CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:  Staff Member/Dept:

Agenda Item:

Recommended Motion:

**"I move to approve Memorandum of Understanding #24-002 between the cities of Ketchum, Stanley and Sun Valley, Blaine County and the USDA Forest Service Sawtooth National Forest."**

Policy Analysis and Background:

The Central Idaho Dark Sky Reserve (CIDSR) was established to ensure that the extraordinary dark sky in central Idaho would be preserved. It is mutually beneficial for the parties involved in the CIDSR Jurisdictional Oversight Group to cooperate in planning and management efforts to limit light pollution and maintain and enhance the dark sky resource in central Idaho. The CIDSR Jurisdictional Group and the Idaho Dark Sky Alliance will work together to preserve the outstanding natural night sky, reduce light pollution throughout the CIDSR and encourage appreciation of the area’s dark sky resource.

- Designated by International Dark Sky Association in December 2017, the Central Idaho Dark Sky Reserve (CIDSR) is the first such reserve in the United States.
- The Idaho Dark Sky Alliance was formed in 2018 (with Idaho Conservation League as the fiscal sponsor) to represent the interests of the CIDSR.
- The Idaho Dark Sky Alliance organizes and implements operational aspects of projects, programs and events in support of its stated goals.
- The MOU is to document the cooperation between the parties to renew the CIDSR Jurisdictional Oversight Group and provide a framework (1) for managing dark sky related activities and projects within the CIDSR and (2) for working collaboratively with the Idaho Dark Sky Alliance.

Sustainability Impact:

Financial Impact:

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

Attachments:



FS Agreement No. 24-MU-11041400-011

Cooperator Agreement No. \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING**  
**Between The**  
**CITY OF STANLEY**  
**And The**  
**CITY OF KETCHUM**  
**And The**  
**CITY OF SUN VALLEY INC**  
**And The**  
**COUNTY OF BLAINE**  
**And The**  
**USDA, FOREST SERVICE**  
**SAWTOOTH NATIONAL FOREST**

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the parties collectively known as "the Cooperators," including the: City of Stanley, hereinafter referred to as "Stanley"; the City of Ketchum, hereinafter referred to as "Ketchum"; the City of Sun Valley Inc, hereinafter referred to as "Sun Valley"; the County of Blaine, hereinafter referred to as "Blaine County," and the United States Department of Agriculture (USDA), Forest Service, Sawtooth National Forest, hereinafter referred to as the "Forest Service."

Background: The Central Idaho Dark Sky Reserve (CIDSR) is a treasured resource for local residents and for all Idahoans and visitors from across the world that come to experience the wonder of the starry night sky. The Gold-tier Reserve is the result of a collective commitment by communities, public land managers, and private landowners to support the dark sky experience.

Designated by International Dark Sky Association in December 2017, the Central Idaho Dark Sky Reserve is the first such Reserve in the United States. Central Idaho constitutes one of the last large 'pools' of natural nighttime darkness left in the United States. The Central Idaho Dark Sky Reserve encompasses 906,000 acres (1,416 square miles), most of which is public lands within the Sawtooth National Forest. The CIDSR includes portions of Blaine, Boise, Custer, and Elmore counties, and the cities of Stanley, Ketchum, and Sun Valley.

The Jurisdictional Oversight Group of the CIDSR, composed of the Cooperators, works with the Idaho Dark Sky Alliance (a 501(c)(3) nonprofit organization established in 2020) to coordinate day-to-day operations with the CIDSR. The primary purpose of the Alliance is to support the preservation and protection of the night-time environment within the Reserve; monitor the effectiveness of protection efforts; and, educate the



public about the myriad benefits that dark skies provide. The Alliance also supports continued research into the effects of light pollution on human, animal, and environmental health.

This MOU documents the cooperation between the parties to compose the CIDSR Jurisdictional Oversight Group. The work between the CIDSR Jurisdictional Oversight Group and the Idaho Dark Sky Alliance is not covered by the MOU.

This MOU replaces and supercedes agreement 19-MU-11041400-036.

Title: Central Idaho Dark Sky Reserve Jurisdictional Oversight Group

- I. PURPOSE:** The purpose of this MOU is to document the cooperation between the parties to compose the Central Idaho Dark Sky Reserve (CIDSR) Jurisdictional Oversight Group and provide a framework to (1) manage dark sky related activities and projects within the CIDSR and (2) work collaboratively with the Idaho Dark Sky Alliance in accordance with the following provisions.

**II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:**

The Central Idaho Dark Sky Reserve was established to ensure that the extraordinary dark sky in central Idaho would be preserved. It is mutually beneficial for the parties involved in the CIDSR Jurisdictional Oversight Group to cooperate in planning and management efforts to limit light pollution, and maintain and enhance the dark sky resource in central Idaho.

The Forest Service recognizes the importance of preserving the dark sky resource. Most of the Reserve's land area is within the Sawtooth National Recreation Area. Public Law 92-400 directs the Forest Service to manage the Sawtooth NRA to preserve and protect the Area's "natural, scenic, historic, pastoral, and fish and wildlife values and to provide for the enhancement of the recreation values associated therewith". Preserving the natural night sky complements these values and contributes to the solitude and primitive quality of the associated Wilderness areas.

Stanley seeks to preserve and enhance the quality of the dark night sky experience for residents and visitors, the essential dark night sky requirements of the natural nocturnal ecosystem, the quality of life for its residents, and to promote greater understanding of the consequences of artificial light at night pollution and effective methods to combat that pollution. The City is dedicated to collaborating with neighboring cities and counties, landowners, and the U.S. Forest Service to achieve these goals.

Ketchum is currently designated as an International Dark Sky Community by the International Dark-Sky Association and is committed to maintaining this designation.



The City of Ketchum’s education and enforcement efforts contribute towards maintaining the natural dark sky in the CIDSR.

Sun Valley seeks to protect and promote public health, safety and welfare, the quality of life, and the ability to view the night sky through the enforcement of exterior lighting regulations.

Blaine County is committed to preserving the dark night sky. The Reserve is highly valued by the public and the County helps to ensure that the Central Idaho Dark Sky Reserve will be protected long into the future. Blaine County has a Dark Sky Ordinance and works to seek compliance to maintain the night sky resource.

In consideration of the above premises, the parties agree as follows:

**III. THE COOPERATORS SHALL:**

- A. Advise all parties to this MOU of actions and decisions within their respective jurisdictions that may affect the dark sky resource identified within the Reserve.
- B. Identify a representative to the CIDSR Jurisdictional Oversight Group who is authorized to act in their respective areas for matters related to this MOU and attend necessary meetings/calls with the CIDSR Jurisdictional Oversight Group and Idaho Dark Sky Alliance.

**IV. THE FOREST SERVICE SHALL:**

- A. Advise all parties to this MOU of actions and decisions within their respective jurisdictions that may affect the dark sky resource identified within the Reserve.
- B. Identify a representative to the CIDSR Jurisdictional Oversight Group who is authorized to act in their respective areas for matters related to this MOU and attend necessary meetings/calls with the CIDSR Jurisdictional Oversight Group and Idaho Dark Sky Alliance.

**V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:**

- A. The Central Idaho Dark Sky Reserve (CIDSR) Jurisdictional Oversight Group consists of one representative each from Stanley, Ketchum, Sun Valley, Blaine County, and the Forest Service, with equal representation for each entity.
- B. The CIDSR Jurisdictional Oversight Group is chartered by the Cooperators and the Forest Service with appropriate authority to represent their respective interests to work with the Idaho Dark Sky Alliance in developing and implementing a



- collaborative annual work plan for the Reserve, and in working with external interest groups, collaborators and the media.
- C. The CIDSR Jurisdictional Oversight Group works with the Idaho Dark Sky Alliance to preserve the outstanding natural night sky in central Idaho, reduce light pollution throughout the Reserve, and encourage appreciation of the area's dark sky resource. The Idaho Dark Sky Alliance organizes and implements operational aspects of projects, programs, and events in support of its stated goals. The entities in the CIDSR Jurisdictional Oversight Group manage the land base within their individual jurisdictions where dark sky related operations and efforts occur and may adopt, modify and enforce ordinances, rules and regulations, in support of the CIDSR mission within their jurisdictions. The CIDSR Jurisdictional Oversight Group entities also may implement projects specific to their jurisdictions as identified in the annual work plan for the Reserve.
  - D. The CIDSR Jurisdictional Oversight Group will function in a collaborative manner to accomplish its purpose and responsibilities. The group may include additional members or establish specific task groups to meet the identified purpose of the MOU and needs of the group.
  - E. The CIDSR Jurisdictional Oversight Group members are accountable to the leadership of the entities they represent and will keep their leadership informed of needs, plans and accomplishments of the CIDSR Jurisdictional Oversight Group and the Idaho Dark Sky Alliance.
  - F. The CIDSR Jurisdictional Oversight Group will review and provide comments in a timely manner about dark sky related projects proposed by the Idaho Dark Sky Alliance and other entities to ensure they align with existing laws, regulations and policies of the affected jurisdictional entities.
  - G. Requests for funding submitted to the jurisdictional members of the CIDSR Jurisdictional Oversight Group will be considered within the budget cycle and constraints of each party. **Additional specific agreements, permits, or contracts will be prepared as necessary to contribute funds and accomplish agreed upon projects.**
  - H. The CIDSR Jurisdictional Oversight Group will meet annually or as necessary to review matters covered under this MOU and the annual plan of work for the Reserve. It is the intent of the parties to engage in continued consultation to reach prompt agreement on matters covered by this MOU. Other meetings or conference calls may be scheduled as needed.
  - I. The CIDSR Jurisdictional Oversight Group may invite representatives of the Idaho Dark Sky Alliance to meetings to provide input into deciding management



priorities and projects.

- J. CIDSR Jurisdictional Oversight Group members will attend meetings of the Idaho Dark Sky Alliance as needed to discuss priorities, initiatives, ordinance enforcement, and other management actions.
- K. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

**Principal Cooperator Contacts:**

<b>Stanley Dark Sky Contact</b>	<b>Ketchum Dark Sky Contact</b>
<b>Steve Botti</b> Mayor City of Stanley P.O. Box 53 Stanley, ID 83728 Telephone: 208-774-2286 Email: sbotti.stanley@gmail.com	<b>Aly Swindley</b> Management & Communications Analyst City of Ketchum P.O. Box 2315 Ketchum, ID 83340 Telephone: 208-727-5081 Email: aswindley@ketchumidaho.org
<b>Sun Valley Dark Sky Contact</b>	<b>Blaine County Dark Sky Contact</b>
<b>Brittany Skelton</b> Community Development Director City of Sun Valley P.O. Box 416 Sun Valley, ID 83353 Telephone: 208-622-4438 Email: bskelton@sunvalleyidaho.gov	<b>Angenie McCleary</b> County Commissioner Blaine County 206 1 <sup>st</sup> Avenue South, Suite 300 Hailey, ID 83333 Telephone: 208-788-5500 Email: amccleary@co.blaine.id.us

**Principal Forest Service Contacts:**

<b>Forest Service Program Manager Contact</b>	<b>Forest Service Administrative Contact</b>
Sarin LoMascolo Partnership Coordinator Sawtooth National Recreation Area 5 North Fork Canyon Road Ketchum, ID 83340 Telephone: 208-727-5012 email: sarin.lomascolo@usda.gov	Carissa Beckwith Grants Management Specialist 324 25 <sup>th</sup> Street, Ogden, UT 84401 Email: carissa.beckwith@usda.gov

- L. ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES. This agreement is subject to the provisions contained in the Department of Interior, Environment,



and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 as continued by Consolidated and Further Continuing Appropriations Act, 2013, P.L. No. 113-6, Division F, Title I, Section 1101(a)(3) regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement the Cooperators acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debarring official of the USDA has considered suspension or debarment is not necessary to protect the interests of the Government. If the Cooperators fails to comply with these provisions, the Forest Service will annul this agreement and may recover any funds the Cooperators has expended in violation of sections 433 and 434.

- M. NOTICES. Any communications affecting the operations covered by this agreement given by the Forest Service or the Cooperators is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the Forest Service Program Manager, at the address specified in the MOU.

To the Cooperators at the Cooperators's address shown in the MOU or such other address designated within the MOU.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- N. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the Forest Service or the Cooperators from participating in similar activities with other public or private agencies, organizations, and individuals.
- O. ENDORSEMENT. Any of the Cooperators' contributions made under this MOU do not by direct reference or implication convey Forest Service endorsement of the Cooperators' products or activities.
- P. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.



Specific, prospective projects or activities that involve the transfer of funds, services, property, to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law.

Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

- Q. USE OF FOREST SERVICE INSIGNIA. In order for the Cooperators to use the Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.
- R. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- S. FREEDOM OF INFORMATION ACT (FOIA). Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).
- T. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official





Government business or when performing any work for or on behalf of the Government.

- U. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. Cooperators shall acknowledge Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.
- V. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- W. DEBARMENT AND SUSPENSION. Cooperators shall immediately inform the Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should the Cooperators or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- X. MODIFICATIONS. Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.
- Y. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through 4/15/2029 at which time it will expire.
- Z. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU.

In witness whereof, the parties hereto have executed this MOU as of the last date written below.



---

STEVE BOTTI, Mayor  
City of Stanley

Date

---

NEIL BRADSHAW, Mayor  
City of Ketchum

Date

---

PETER M. HENDRICKS, Mayor  
City of Sun Valley

Date

---

MUFFY DAVIS, Chair, Board of Commissioners  
Blaine County

Date

---

JAKE STROHMEYER, Forest Supervisor  
Forest Service, Sawtooth National Forest

Date

The authority and format of this agreement have been reviewed and approved for signature.

---

LYNELLE SIMMONS  
Forest Service Grants Management Specialist

Date



## Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



City of Ketchum

### CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:  Staff Member/Dept:

Agenda Item:

Recommended Motion:

Reasons for Recommendation:

- The 'Elkhorn to River Street' ITD project design calls for the installation of new sidewalks from Serenade to River when the new roadway and Trail Creek bridge is constructed.
- ITD retained a real estate appraisal firm to develop fair market offers to effected property owners along the corridor.
- The city utilized a third-party local commercial broker to review the offer which concluded it is a fair and reasonable offer.

Policy Analysis and Background:

The only immediate action requested of the Council is to accept the offer and close on the property transfer to ITD. Staff would propose the following uses of the proceeds:

- Fund relocation of parking in front of the Lift Tower Lodge to the side of the property (see attached map)
- Establish modest reserve account for the property to fund urgent break/fix items
- Retain remaining funds for use within the Housing budget

Staff will not proceed with any of the items above until the larger presentation of city owned properties for future housing development occurs. Staff is currently recommending the south YMCA parking lot as the next housing project and redevelopment of Lift Tower Lodge as the second. The Council could certainly adjust the order which would reduce any planned investment into Lift Tower Lodge.

Sustainability Impact:

The property transfer will facilitate the creation of a new sidewalk which should increase non-vehicular trips.

Financial Impact:

None OR Adequate funds exist in account:	\$569,195 would be received and held in trust until Council direction is affirmed regarding expense uses.
--	---

Attachments:

1. Offer from ITD
2. Map of parking relocation



Todd Keizer  
Senior Agent

STATE OF IDAHO  
TRANSPORTATION DEPARTMENT  
3311 W. STATE STREET  
BOISE, IDAHO 83703

OFFICE PHONE  
(310) 497-4012

EMAIL: todd@keizerlandservices.com

Project Number A020(033)  
Key Number 20033  
Parcel Number 50  
Owner CITY OF KETCHUM

# Acquisition Packet

## THIS PACKET CONTAINS THE FOLLOWING

### FORM NUMBER TITLE

- Plan Sheet
- ITD 2588 ITD Property Acquisition Brochure
- Formal Offer Letter
- Property Owner Advice of Rights Form
- ITD 0363 Right of Way Contract
- ITD 0740 Claim for Right of Way Payment
- Warranty Deed
- Appraisal Report
- Temporary Easement



June 9, 2024

VIA EMAIL: [jriley@ketchumidaho.org](mailto:jriley@ketchumidaho.org)

CITY OF KETCHUM  
191 5th St.,  
West Ketchum, Idaho 83340

RE: Project No. A020(033), SH 75, ELKHORN RD TO RIVER ST, KETCHUM  
Key No. 20033  
Parcel No. 50  
Parcel ID No. 52313

Dear Mr. Riley:

The Idaho Transportation Department has programmed the above referenced project for construction, and the right of way acquisition phase is now under way.

The amount of new right of way and easements needed from your property are outlined below. A qualified and licensed real estate appraiser appraised the property and established the fair market value at **\$569,194.54**. The just compensation offered is based on recent sales of comparable property in the area. A qualified review appraiser made a review and analysis of the Appraisal Report, and the offer to purchase your property is detailed as follows:

Type	Size		Amount
	Sq. Ft.	Acres	
Land	1,908.00	0.044	\$448,380.00
Temporary Construction Easement	2,309.00	0.053	\$85,914.04
Improvement			\$20,269.76
Cost to Cure			\$14,630.74
JUST COMPENSATION			<u>\$569,194.54</u>
<b>TOTAL CONSIDERATION</b>			<b>\$569,194.54</b>

I have enclosed an acquisition packet containing the following items:

- Right of Way Contract
- Warranty Deed
- Temporary Easement
- Claim for Right of Way Payment
- Project Plan Sheet(s)
- Acquisition Brochure
- Appraisal Report
- Advice of Rights Form

**Keizer Land Services**

980 W Gubler Ave, Moapa Valley NV 89021  
435.214.7185 Office | 310.497.4012 Cell

The warranty deed, temporary easement, right of way map, and attached legal description identify the property being acquired and the interests therein. The Right of Way Contract shows the breakdown of the just compensation offered. If this offer is satisfactory, please sign and complete the original documents and forms accordingly. Once fully executed, a copy of the Right of Way Contract will be forwarded to you for your records.

Once I receive the documents from you, I will process them for payment. Normal processing and closing will take approximately 30 to 60 days (depending on liens or deeds of trust, if any). If there are other parties of interest such as liens or deeds of trust on your property, the necessary clearances will have to be obtained prior to closing the transaction. This can cause some delay but you can help with that process by providing the necessary business documentation needed by the title company. For example, please provide operating documents of your limited liability company, trust, or corporation, and complete the Release of Information form enclosed. Contact your lender to apprise them of this transaction so that they are aware and advise them to work with the title company to close this transaction in a timely manner. State will obtain the clearances, title insurance and pay closing and recording fees. In addition, State has contracted with Pioneer Title Company to act as our closing agent. Funds for the amount of the acquisition will be sent to Pioneer Title Company to hold for the closing.

If you have questions concerning this transaction, please do not hesitate to contact me by phone at (310) 497-4012 or by email at [todd@keizerlandservices.com](mailto:todd@keizerlandservices.com). I look forward to hearing from you soon.

Sincerely,



Todd Keizer  
Senior Agent | Keizer Land Services  
Enclosures



**CLAIM FOR PAYMENT  
REAL ESTATE TRANSACTIONS**

Project No. A020(033)

Key No. 20033

Program No. P174180

Parcel No. 50

Parcel Identification No. 52313

The undersigned have an interest in the agreed settlement amount as specified in that certain Right of Way Contract dated \_\_\_\_\_, by and between the State of Idaho, Idaho Transportation Board, by and through the Idaho Transportation Department and the undersigned. PAYMENTS MADE ON BEHALF OF TRANSFEROR WILL BE REPORTED UNDER TRANSFEROR'S TAX IDENTIFICATION NUMBER WHICH SHALL BE COLLECTED BY THE TITLE COMPANY LISTED.

**That agreed settlement amount specified in the Right of Way Contract shall be paid as follows:**

<b>Name/Address</b>	<b>TIN</b>	<b>Payment Amount</b>
Pioneer Title Company 8151 W. Rifleman Street Boise, Idaho 83704	82-0196792	\$569,194.54

On behalf of:

CITY OF KETCHUM  
191 5th St.,  
West Ketchum, Idaho 83340

TRANSFEROR(S) SIGNATURE(S)

We hereby certify that the foregoing claim is just and correct, that the amount claimed is legally due after allowing all just credits, and that no part of same has been previously paid.

**CITY OF KETCHUM**


By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

DEPARTMENT USE ONLY

I hereby certify that the above Transferor(s) are entitled to the amount claimed above by virtue of transferring ownership or interest in real property to the State of Idaho and have examined the supporting data and recommend payment of the amount claimed.

Recommended:   
Right of Way Agent

Approved: \_\_\_\_\_  
Authorized Supervisor

**RIGHT OF WAY CONTRACT**  
**Idaho Transportation Department**

Project No.       A020(033)  
Key No.            20033  
Parcel No.         50  
Parcel ID No.     52313  
County             Blaine

THIS RIGHT OF WAY CONTRACT ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2024, between **STATE OF IDAHO, IDAHO TRANSPORTATION BOARD, by and through the IDAHO TRANSPORTATION DEPARTMENT**, by its Division of Highways, Highways Development, and its authorized representative, herein called "STATE," and **CITY OF KETCHUM, Idaho, a public body corporate and politic**, herein called "GRANTOR."

WHEREAS, State is engaged in the construction of a highway project designated as SH 75, ELKHORN RD TO RIVER ST, KETCHUM, Project Number A020(033) ("Project"), which Project will affect certain property belonging to Grantor known as Parcel No. 50, legally described on attached **EXHIBIT A**, and depicted on attached **EXHIBIT B** ("Property").

NOW, THEREFORE, the parties hereto agree as follows:

1. State shall pay Grantor and lienholder(s), if any, such sums of monies as are set out below. Grantor agrees to pay all taxes and assessments due and owing, including taxes owing for the year in which this transaction closes. Payment to Grantor pursuant to this Agreement is contingent upon Grantor demonstrating clear title to the Property identified above through use of documents acceptable to State and Pioneer Title Company, the title company being utilized by State for this Project ("Title Company").
2. Grantor shall execute and deliver to State a notarized instrument of conveyance corresponding to the interest being acquired. Closing of this transaction shall occur when all required documents, as well as compensation noted herein, have been submitted to Title Company, lienholder(s), if any, have been satisfied, and Title Company is in a position to provide the required title insurance to State ("Closing").
3. This contract shall not be binding unless and until executed by the Division of Highways.
4. The parties have herein set out the whole of their agreement, the performance of which constitutes the entire consideration for the grant of said right-of-way and shall relieve State of all future claims or obligations on that account or on account of the location, grade and construction of the proposed highway.
5. Grantor represents that to the best of Grantor's knowledge no hazardous materials

have been stored or spilled on the Property during Grantor's ownership or during previous ownerships at least insofar as Grantor has observed or has been informed. In the alternative, if Grantor has knowledge of storage or spill of hazardous materials on the Property, such information will be set forth in this Agreement. This sale is conditional upon full disclosure of any such information.

6. Grantor hereby grants State and/or its designated contractor a "Temporary Right-of-Entry" for unexpected and currently unforeseen incidents related to the construction of the Project. For example, the Temporary Right-of-Entry allows State and/or its designated contractor to enter upon the remainder of Grantor's property to retrieve materials, equipment, debris, etc. related to the construction of the Project that might encroach upon Grantor's property. State and/or its designated contractor shall inform Grantor of the need to exercise the Temporary Right-of-Entry before entering upon the remainder of Grantor's property. Said Temporary Right-of-Entry shall terminate upon the completion of the Project.

7. As of Closing, the Property is under the ownership of State. Grantor, its agents or assigns, is required to keep such area free of any personal property, and any garbage, refuse, or other debris. Notice is hereby provided that construction activities, including utility relocation activities, may occur at any time after ownership of the Property has transferred to State.

8. Grantor, for compensation noted below, hereby grants State and/or its designated contractor a "Temporary Easement" for the purpose of ingress and egress to enable State and/or its designated contractor access to the portions of the subject property where construction is to occur, as indicated on the Project plans. Said Temporary Easement shall terminate upon completion of the Project

9. Grantor agrees to give State legal and physical possession of the property herein being purchased by State upon Closing or upon Grantor's receipt of payment, whichever is later.

*(The remainder of this page left intentionally blank.)*

10. In consideration of the interests being conveyed by Grantor, State shall pay Grantor as follows:

Type	Size		Amount
	Sq. Ft.	Acres	
Land	1,908.00	0.044	\$448,380.00
Temporary Construction Easement	2,309.00	0.053	\$85,914.04
Improvement			\$20,269.76
Cost to Cure			\$14,630.74
JUST COMPENSATION			<u>\$569,194.54</u>
<b>TOTAL CONSIDERATION</b>			<b>\$569,194.54</b>

The Parties have had sufficient opportunity to consult with legal counsel of their own choice. This Agreement may be executed in any number of counterparts, each counterpart may be delivered originally or by electronic transmission, and all such executed and delivered counterparts taken together will constitute one original agreement.

*(The remainder of this page left intentionally blank. Signatures to follow on the next page.)*

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

**STATE:**

**GRANTOR:**

**IDAHO TRANSPORTATION DEPARTMENT**

**CITY OF KETCHUM**

By: \_\_\_\_\_  
**JESSE BARRUS**, District Engineer

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**KEIZER LAND SERVICES LLC**

By: \_\_\_\_\_  
**TODD KEIZER**, Agent

On \_\_\_\_\_, 2024

By: \_\_\_\_\_  
**JUSTIN POND**  
Right-of-Way Program Manager

## EXHIBIT A

Idaho Transportation Department..... June 30, 2023  
SH-75, Elkhorn Rd to River St..... Assessor's Parcel No. RPK4N180180670  
Project No. A020(033) (PMX# 314-4006-071) ..... Parcel ID No. 52313  
ITD Key No. 20033 .....

**PARCEL NO. 50**

**FEE ACQUISITION**

A parcel of land located in the Southwest One Quarter of Section 18, Township 4 North, Range 18 East, Boise Meridian, City of Ketchum, Blaine County, Idaho, being more particularly described as follows:

Commencing at the Southwest Corner of said Section 18, thence, following the southerly line of said Section 18, North 89°21'57" East a distance of 1,296.59 feet to a point on the westerly right-of-way line of State Highway No. 75, Project Station 1457+32.84, 33.00 feet left, and the **POINT OF BEGINNING**.

Thence following said southerly line, South 89°21'57" West a distance of 9.51 feet, Project Station 1457+33.22, 42.50 feet left;

Thence leaving said southerly line, 31.10 feet along a curve to the right, said curve having a radius of 759.18 feet, a central angle of 2°20'50", a chord bearing of North 1°50'53" West, and a chord distance of 31.10 feet, Project Station 1457+62.58, 42.50 feet left;

Thence North 0°40'28" West a distance of 169.96 feet to a point on the southerly line of Westridge condominiums Phase II, according to the official plat thereof, records of Blaine County, Idaho, Project Station 1459+32.54, 42.50 feet left;

Thence following said southerly line, South 88°12'52" East a distance of 9.51 feet to a point on the said westerly right-of-way line of State Highway No. 75, Project Station 1459+32.13, 33.00 feet left;

Thence following said westerly right-of-way line, South 0°40'28" East a distance of 169.55 feet, Project Station 1457+62.58, 33.00 feet left;

Thence following said westerly right-of-way line, 31.11 feet along a curve to the left, said curve having a radius of 749.68 feet, a central angle of 2°22'39", a chord bearing of South 1°51'48" East, and a chord distance of 31.10 feet to the **POINT OF BEGINNING**.

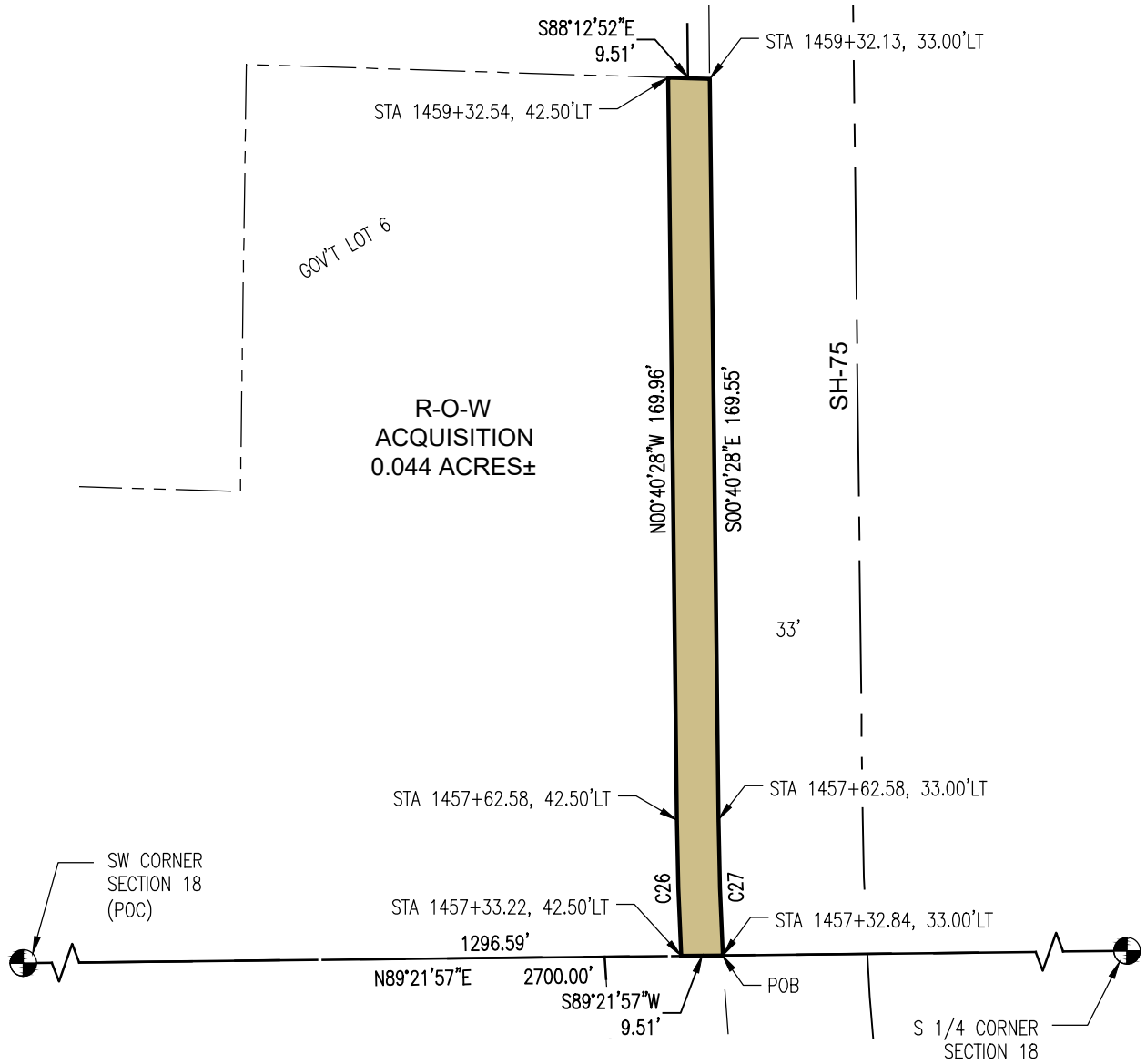
The above-described parcel contains 1,908 square feet (0.044 acres), more or less.

Project Station: 1457+33.22 to 1459+32.54



7/19/2023

**EXHIBIT MAP**  
**PARCEL 50 FEE ACQUISITION**  
**SECTION 18, TOWNSHIP 4N, RANGE 18E, B.M.**  
**BLAINE COUNTY, IDAHO**  
**2023**



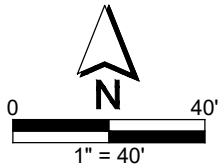
R-O-W  
ACQUISITION  
0.044 ACRES±

GOV'T LOT 6

SH-75

33'

Curve Table					
Curve No.	Length	Radius	Delta	Chord Bearing	Chord Distance
C26	31.10'	759.18'	2°20'50"	N01°50'53"W	31.10'
C27	31.11'	749.68'	2°22'39"	S01°51'48"E	31.10'



PROJECT: SH-75, ELKHORN RD TO RIVER ST

PARCEL NO. 50

DATE: JUNE 30, 2023

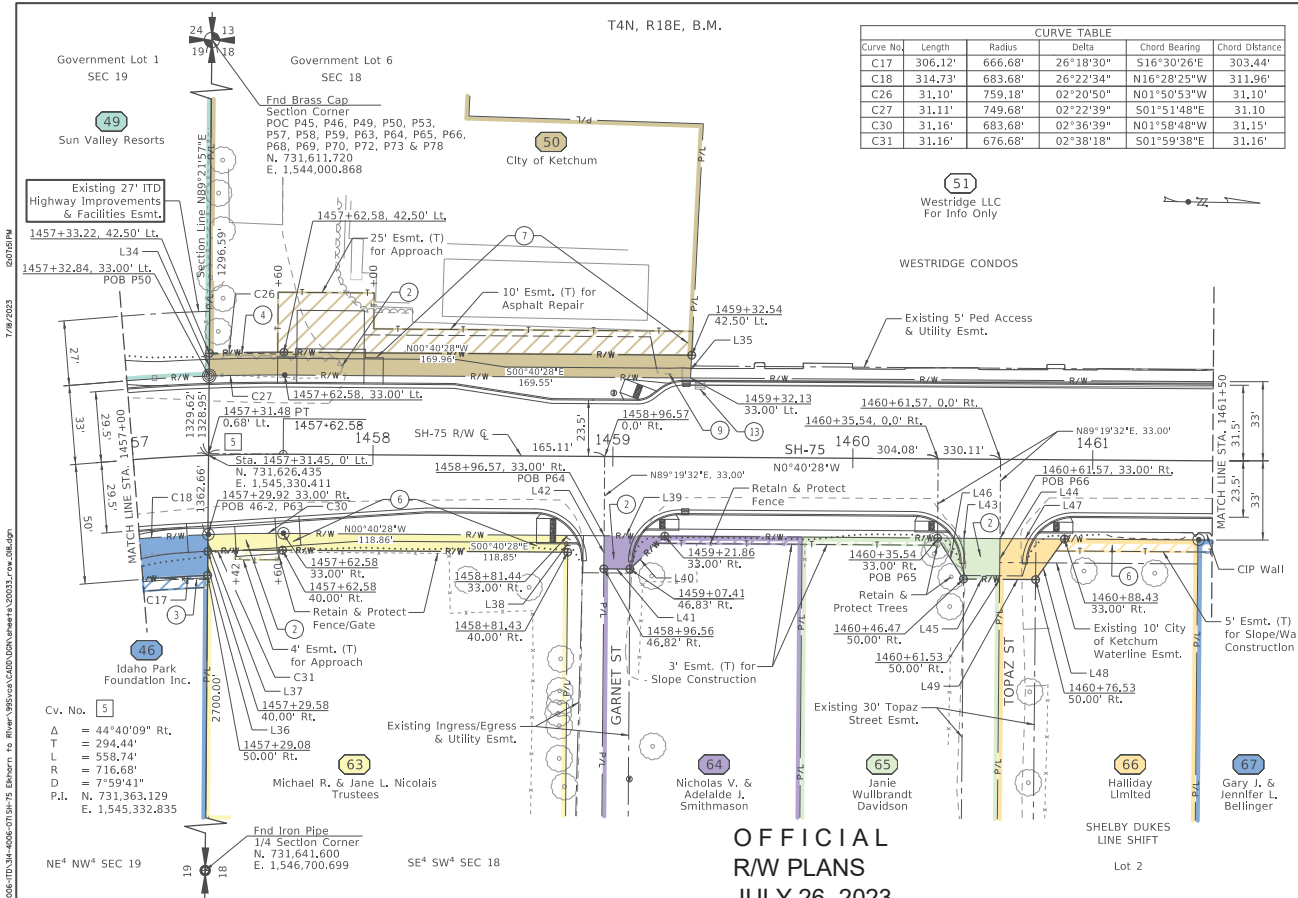
**Parametrix**

ENGINEERING . PLANNING . ENVIRONMENTAL SCIENCES

7761 W RIVERSIDE DRIVE, SUITE 201 | BOISE, ID 83714  
P 208.898.0012  
WWW.PARAMETRIX.COM



**EXHIBIT B**



CURVE TABLE					
Curve No	Length	Radius	Delta	Chord Bearing	Chord Distance
C17	306.12'	666.68'	26°18'30"	S16°30'26"E	303.44'
C18	314.73'	683.68'	26°22'34"	N16°28'25"W	311.96'
C26	31.10'	759.18'	02°20'50"	N01°50'53"W	31.10'
C27	31.11'	749.68'	02°22'39"	S01°51'48"W	31.10'
C30	31.16'	683.68'	02°36'39"	N01°58'48"W	31.15'
C31	31.16'	676.68'	02°38'18"	S01°59'38"E	31.16'

- 2 Approach by State Parcel 50 - Sta. 1457+82.00, Lt. Commercial, W=28' Parcel 63 - Sta. 1457+50.47, Rt. Residential, W=17' Parcel 64 - Sta. 1458+98.04, Rt. Public Rd., W=20' Parcel 65/66 - Sta. 1460+59, Rt. Public Rd., W=20'
- 3 New Fence by State Parcel 46, Barbed Wire - 27 LF
- 4 Remove Block Wall by State Parcel 63 (Shrub Removal and Sprinkler Repair Only)
- 6 Landscape & Sprinkler Repair by State Parcel 63 (Sod & Sprinklers Only)
- 7 Parking Spaces Impacted by State (Parking Relocated by Owner) 13 Each
- 9 Remove Lift Tower Lodge Sign - By Owner
- 13 Remove Inlet by State 1 Each - Sta. 1459+36, Lt.

LINE TABLE		
LINE	BEARING	DISTANCE
L34	S89°21'57"W	9.51'
L35	S88°12'52"E	9.51'
L36	N89°21'57"E	17.02'
L37	S89°21'57"W	7.01'
L38	N89°22'03"E	7.00'
L39	N00°40'28"W	25.29'
L40	S44°24'09"E	20.00'
L41	S00°37'57"E	10.85'
L42	S89°22'03"W	13.82'
L43	N00°40'28"W	26.03'
L44	S89°21'57"W	17.00'
L45	S00°40'28"E	15.07'
L46	S56°36'05"W	20.21'
L47	N00°40'28"W	26.86'
L48	S55°41'43"E	20.75'
L49	S00°40'28"E	15.00'

LEGEND	
	New Right-of-Way
	Permanent Easement
	Temporary Easement

**OFFICIAL  
R/W PLANS  
JULY 26, 2023**

<p><b>REVISIONS</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>BY</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	NO.	DATE	BY	DESCRIPTION													<p>DESIGNED: JLJ/MHC          DESIGN CHECKED: TMJ          DETAILED: JRA          DRAWING CHECKED: JLJ/MHC</p>	<p>SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY          CADD FILE NAME: 20033_r0w_018.dgn          DRAWING DATE: July 2023</p>	<p><b>IDAHO TRANSPORTATION DEPARTMENT</b>    <b>Parametrix</b></p>	<p>PROJECT NO. A020(033)</p>	<p><b>RIGHT-OF-WAY PLAN SHEET</b>          SH-75, ELKHORN RD TO RIVER ST, KETCHUM          STA. 1457+00 TO STA. 1461+50</p>	<p><b>ENGLISH</b>          COUNTY: Blaine          KEY NUMBER: 20033          SHEET 33 OF 39</p>	<p><b>PROFESSIONAL LAND SURVEYOR</b>            MICHAEL H. CELT</p>
NO.	DATE	BY	DESCRIPTION																				

After recording return to:  
Idaho Transportation Department  
Attn: HQ RW  
PO Box 7129  
Boise ID 83707-1129

Project No. A020(033)  
Key No. 20033  
Parcel No. 50  
Parcel ID No. 52313

## WARRANTY DEED

THIS INDENTURE is made this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between **CITY OF KETCHUM, Idaho, a public body corporate and politic** (“Grantor”), whose address is PO Box 4045, Ketchum Idaho, 83340, and the **STATE OF IDAHO, IDAHO TRANSPORTATION BOARD, by and through the IDAHO TRANSPORTATION DEPARTMENT** (“Grantee”), whose address is 3311 West State Street, Boise, Idaho 83703.

WITNESSETH: That Grantor, for value received, does, by these presents, grant, bargain, sell and convey unto Grantee the following described real property situated in the County of BLAINE, State of Idaho, to-wit:

SEE **EXHIBIT A** ATTACHED HERETO  
AND BY THIS REFERENCE MADE A PART HEREOF.

Containing approximately 0.044 acres.  
Project Station: 1457+33.22 to 1459+32.54

Together with all appurtenances, easements and rights of way.

TOGETHER WITH all right, title and interest of Grantor in and to that portion of existing SH 75, adjacent and contiguous to the property described on EXHIBIT A attached hereto and by this reference made a part hereof.

TO HAVE AND TO HOLD the said property with its appurtenances unto said Grantee, and Grantee's successors and assigns forever. Grantor does hereby covenant to and with Grantee,

RECORD AT THE REQUEST OF THE STATE OF IDAHO  
FEE EXEMPT – I.C. 67-2301

Page 1 of 3

Project No. A020(033)  
Key No. 20033  
Parcel No. 50  
Parcel ID No. 52313

that Grantor is the owner in fee simple of said property; that said property is free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by Grantee; and subject to reservations, restrictions, dedications, easements, right of way and agreements (if any) of record, and general taxes and assessments (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal the day and year first above written.

GRANTOR:

**CITY OF KETCHUM**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF IDAHO )  
 ) ss.  
County of BLAINE )

On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, known or identified to me to be the \_\_\_\_\_, who executed the instrument on behalf of said entity and acknowledged to me that such entity executed the same.

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

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

(SEAL)

Project No. A020(033)  
Key No. 20033  
Parcel No. 50  
Parcel ID No. 52313

**EXHIBIT A**

Idaho Transportation Department..... June 30, 2023  
SH-75, Elkhorn Rd to River St..... Assessor's Parcel No. RPK4N180180670  
Project No. A020(033) (PMX# 314-4006-071) ..... Parcel ID No. 52313  
ITD Key No. 20033 .....

**PARCEL NO. 50**

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Commencing at the Southwest Corner of said Section 18, thence, following the southerly line of said Section 18, North 89°21'57" East a distance of 1,296.59 feet to a point on the westerly right-of-way line of State Highway No. 75, Project Station 1457+32.84, 33.00 feet left, and the **POINT OF BEGINNING**.

Thence following said southerly line, South 89°21'57" West a distance of 9.51 feet, Project Station 1457+33.22, 42.50 feet left;

Thence leaving said southerly line, 31.10 feet along a curve to the right, said curve having a radius of 759.18 feet, a central angle of 2°20'50", a chord bearing of North 1°50'53" West, and a chord distance of 31.10 feet, Project Station 1457+62.58, 42.50 feet left;

Thence North 0°40'28" West a distance of 169.96 feet to a point on the southerly line of Westridge condominiums Phase II, according to the official plat thereof, records of Blaine County, Idaho, Project Station 1459+32.54, 42.50 feet left;

Thence following said southerly line, South 88°12'52" East a distance of 9.51 feet to a point on the said westerly right-of-way line of State Highway No. 75, Project Station 1459+32.13, 33.00 feet left;

Thence following said westerly right-of-way line, South 0°40'28" East a distance of 169.55 feet, Project Station 1457+62.58, 33.00 feet left;

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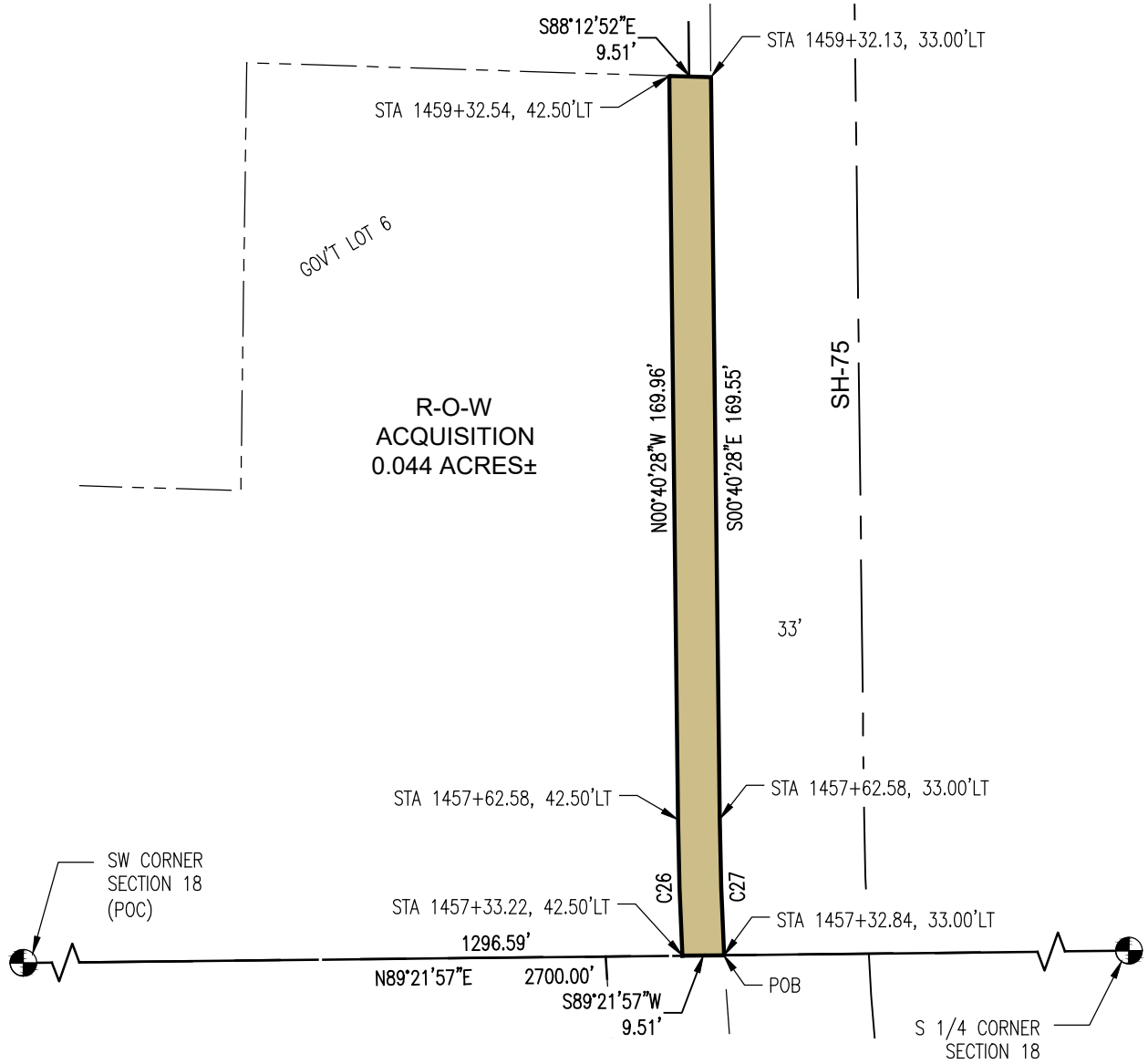
The above-described parcel contains 1,908 square feet (0.044 acres), more or less.

Project Station: 1457+33.22 to 1459+32.54

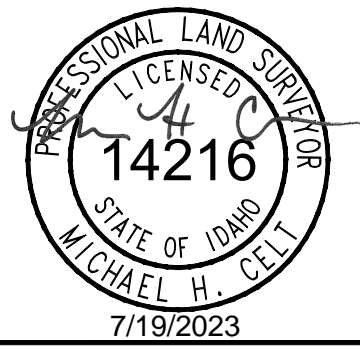
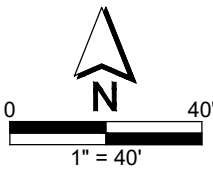


7/19/2023

**EXHIBIT MAP**  
**PARCEL 50 FEE ACQUISITION**  
**SECTION 18, TOWNSHIP 4N, RANGE 18E, B.M.**  
**BLAINE COUNTY, IDAHO**  
**2023**



Curve Table					
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PROJECT: SH-75, ELKHORN RD TO RIVER ST

PARCEL NO. 50

DATE: JUNE 30, 2023

**Parametrix**  
 ENGINEERING . PLANNING . ENVIRONMENTAL SCIENCES

7761 W RIVERSIDE DRIVE, SUITE 201 | BOISE, ID 83714  
 P 208.898.0012  
 WWW.PARAMETRIX.COM

After recording return to:  
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Boise ID 83707-1129

Project No. A020(033)  
Key No. 20033  
Parcel No. 50  
Parcel ID No. 52313

## TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that on the \_\_\_\_ day of \_\_\_\_\_, 2024, by and between **CITY OF KETCHUM, Idaho, a public body corporate and politic** (“Grantor”), whose principal address is PO Box 4045, Ketchum Idaho, 83340, for value received, does hereby grant unto the **STATE OF IDAHO, IDAHO TRANSPORTATION BOARD, by and through the IDAHO TRANSPORTATION DEPARTMENT** (“Grantee”), whose address is 3311 West State Street, Boise, Idaho 83703, the right to go upon, occupy, and use for a certain period a portion of the Southwest One Quarter of Section 18, Township 4 North, Range 18 East, Boise Meridian, City of Ketchum, Blaine County, Idaho, more particularly depicted on **EXHIBIT A**, attached hereto and by this reference made a part hereof, containing approximately 0.053 acres (“Temporary Easement”).

As shown on the plans of the highway project designated as SH 75, ELKHORN RD TO RIVER ST, KETCHUM, Project Number A020(033) (“Project”), SUCH TEMPORARY EASEMENT SHALL BE FOR THE PURPOSE OF APPROACH AND ASPHALT REPAIR by Grantee, its agents or contractors, together with the right and privilege of ingress or egress to and from said area designated by the Temporary Easement. The Temporary Easement shown on **EXHIBIT A** shall expire nineteen (19) months after construction begins within such Temporary Easement.

It is expressly intended that these burdens and restrictions shall run with the land and shall bind Grantor, its heirs or assigns.

Grantor does lawfully own and possess the real property underlying the Temporary Easement described in **EXHIBIT A**, and Grantor has good and lawful right to convey said Temporary Easement.



Project No. A020(033)  
Key No. 20033  
Parcel No. 50  
Parcel ID No. 52313

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal the day and year first above written.

GRANTOR:

**CITY OF KETCHUM**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF IDAHO                    )  
  ) ss.  
County of Blaine                 )

On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, known or identified to me to be the \_\_\_\_\_, who executed the instrument on behalf of said entity and acknowledged to me that such entity executed the same.

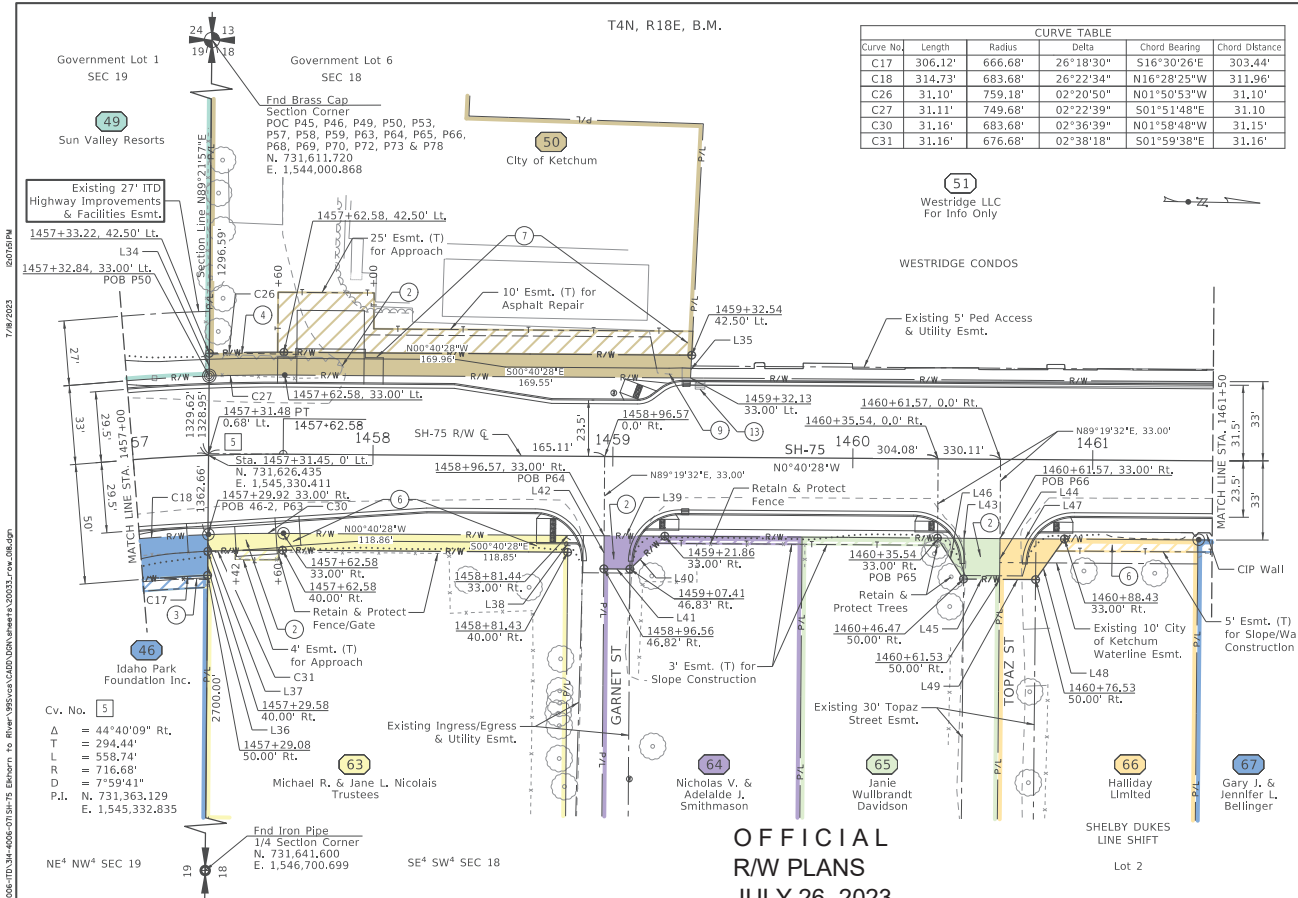
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

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

Project No. A020(033)  
Key No. 20033  
Parcel No. 50  
Parcel ID No. 52313

## EXHIBIT A



CURVE TABLE					
Curve No	Length	Radius	Delta	Chord Bearing	Chord Distance
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- 9 Remove Lift Tower Lodge Sign - By Owner
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LINE TABLE		
LINE	BEARING	DISTANCE
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L39	N00°40'28"W	25.29'
L40	S44°24'09"E	20.00'
L41	S00°37'57"E	10.85'
L42	S89°22'03"W	13.82'
L43	N00°40'28"W	26.03'
L44	S89°27'14"W	17.00'
L45	S00°40'28"E	15.07'
L46	S56°36'05"W	20.21'
L47	N00°40'28"W	26.86'
L48	S55°14'43"E	20.75'
L49	S00°40'28"E	15.00'

LEGEND	
	New Right-of-Way
	Permanent Easement
	Temporary Easement

**OFFICIAL R/W PLANS**  
**JULY 26, 2023**

<b>REVISIONS</b> NO. DATE BY DESCRIPTION		DESIGNED: JJJ/MHC DESIGN CHECKED: TMJ DETAILED: JRA DRAWING CHECKED: JJJ/MHC	SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY CADD FILE NAME: 20033_r0w_018.dgn DRAWING DATE: July 2023	<b>IDAHO TRANSPORTATION DEPARTMENT</b> YOUR Safety • YOUR Mobility • YOUR Economic Opportunity <b>Parametrix</b>	PROJECT NO.: A020(033)	RIGHT-OF-WAY PLAN SHEET SH-75, ELKHORN RD TO RIVER ST, KETCHUM STA. 1457+00 TO STA. 1461+50	COUNTY: Blaine KEY NUMBER: 20033 SHEET 33 OF 39	<b>ENGLISH</b> LICENSED LAND SURVEYOR 7/19/2023 STATE OF IDAHO MICHAEL H. CELT
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The segment of the project spanning from Serenade Lane to River Street will involve construction of one 11-foot lane in each direction with a 12-foot center median, curb and gutter, and sidewalk. Additionally, this segment of the project will reconstruction of the Trail Creek Bridge to accommodate 4 lanes and striping for 3 lanes.

Based on the analysis contained in the following report, the appraiser’s opinion of fair market value is concluded as follows:

### **ALLOCATION SHEET**

TOTAL VALUE OF THE TAKING IS ALLOCATED AS FOLLOWS:

	<u>MARKET VALUE</u>
LAND CLASSIFICATION	
Fee Acquisition for Right of Way	\$448,380.00
Temporary Construction Easement	\$85,914.04
TOTAL FOR LAND:	<u>\$534,294.04</u>
IMPROVEMENTS IN TAKING:	
Plus Improvements in Acquisition Area	<u>\$20,269.76</u>
TOTAL FOR IMPROVEMENTS	\$20,269.76
DAMAGES TO REMAINDER: LAND AND IMPROVEMENTS INCURABLE:	<u>\$0</u>
TOTAL INCURABLE DAMAGES:	\$0
CURABLE (Cost to Cure/Land & Improvements):	<u>\$14,630.74</u>
TOTAL COST TO CURE:	\$14,630.74
TOTAL DAMAGES TO REMAINDER (Curable Plus Incurable)	\$14,630.74
SPECIAL BENEFITS	<u>\$0</u>
NET DAMAGES (Total Damages Minus Special Benefits)	\$14,630.74
FAIR MARKET VALUE	<u>\$569,194.54</u>

### **SALIENT POINTS**

- According to public records, the subject is improved with an affordable housing medium term rental complex.
- There are structural improvements on the property. The appraiser has evaluated the proposed acquisition and has determined that the structural improvements on site are not adversely impacted by the partial acquisition and construction in the manner proposed. As such, the appraisal focuses on land and minor site improvements, as applicable.

The report, in its entirety, including all assumptions and limiting conditions, is an integral part of, and inseparable from, this letter. The following appraisal sets forth the most pertinent data gathered, the techniques employed, and the reasoning leading to the opinion of value. The analyses, opinions and conclusions were developed based on, and this report has been prepared in conformance with, the guidelines and recommendations set forth in the Uniform Standards of Professional Appraisal Practice (USPAP), the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, and the ITD right of way manual.

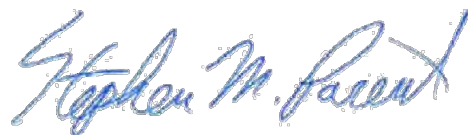
The intended use and user of our report are specifically identified in our report as agreed upon in my contract for services and/or reliance language retained in the appraiser's work file. As a condition to being granted the status of an intended user, any intended user who has not entered into a written agreement with CBRE in connection with its use of our report agrees to be bound by the terms and conditions of the agreement between CBRE and the client who ordered the report.

No other use or user of the report is permitted by any other party for any other purpose. Dissemination of this report by any party to any non-intended users does not extend reliance to any such party, and CBRE will not be responsible for any unauthorized use of or reliance upon the report, its conclusions or contents (or any portion thereof).

We are grateful for the opportunity to be of service to you in this assignment. If you have any questions concerning the analysis, or if CBRE can be of further service, please contact Steve Parent at the phone number provided below. The reader should note that we have reviewed the ITD right of way manual and used applicable sections of the report.


Respectfully submitted,

CBRE - VALUATION & ADVISORY SERVICES



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Steve Parent, MAI, SR/WA, R/W-AC, AI-GRS  
Director of Right of Way, Western Region  
ID License No. CGA-5232  
Phone: (916) 919-7262  
Email: [steve.parent@cbre.com](mailto:steve.parent@cbre.com)



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Bailey Wegener  
Appraiser  
ID License No. CGA-6144  
Phone: (916) 220-6739  
Email: [bailey.wegener@cbre.com](mailto:bailey.wegener@cbre.com)



# Appraisal Report

ITD 2288 (Rev. 11-13)

Key Number	Project Number	Parcel Number	Parcel ID Number
20033	A020(033)	50	52313

Property Owner's Name Blaine County Housing Authority
Address P.O. Box 4045
City, State, Zip Ketchum, ID 83340

Client's Name and Intended User's Name (Use of This Report by Others is Not Intended by the Appraiser)  
(The Property Owner Will Receive a Copy)

**Client:** Idaho Transportation Department (ITD); **Intended User(s):** Idaho Transportation Department (ITD) and Horrocks

Purpose and Intended Use of Appraiser's Opinions and Conclusions (As identified by the appraiser, based on communication with the client at the time of the assignment)

Purpose: The purpose of this valuation is to estimate the market value of the subject property in fee simple title as a whole, when applicable; the market value of the property taken as part of the whole; the market value of the remainder after the taking as will be affected by contemplated improvements with consideration given for damages, if any, and benefits, if any, to the remainder.

Intended Use: This report is intended only for use in conjunction with property acquisition for the proposed project. No other use or user of the report is permitted by any other party for any other purpose. Dissemination of this report by any party to any non-intended users does not extend reliance to any such party, and CBRE will not be responsible for any unauthorized use of or reliance upon the report, its conclusions or contents (or any portion thereof). Parties who receive or might receive a copy of the appraisal are not necessarily intended users. The appraiser's responsibility is to the intended users identified in the report, not to all readers of the appraisal report.

Real Property Interest Being Appraised  
Fee Simple Estate

R/W Plans Date July 2023	R/W Plan Sheet Number 33
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Purpose of Requirement	Requirement
<input type="checkbox"/> Quarry or Gravel Site	Total Ownership _____ 0.681 _____ <input checked="" type="checkbox"/> Ac <input type="checkbox"/> Sq Ft
<input type="checkbox"/> Maintenance Site	Area Required (Fee) _____ 1,908 _____ <input type="checkbox"/> Ac <input checked="" type="checkbox"/> Sq Ft
<input type="checkbox"/> Surplus Property	Permanent Easement Required _____ <input type="checkbox"/> Ac <input type="checkbox"/> Sq Ft
<input checked="" type="checkbox"/> Highway Right-of-Way	Temporary Easement Required _____ 2,309 _____ <input type="checkbox"/> Ac <input checked="" type="checkbox"/> Sq Ft
<input type="checkbox"/> Other (Explain)	Type of Access Control (Before and After)

Subject Property Address or Location 703 S Main St, Ketchum, ID 83340	County Blaine
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Sale History	<input checked="" type="checkbox"/> Ten Year History of Title	<input type="checkbox"/> Title Precedes 10 years (Give information for the last recorded sale)
<u>Year of Sale</u> Not Available	<u>Seller's Name</u> Not Available	<u>Buyer's Name</u> Blaine County Housing Authority
		<u>Sales Price</u> \$ Not Available
		\$ _____
		\$ _____

## Date of Inspection and Invitation

Key Number	Project Number	Parcel Number	Parcel ID Number
20033	A020(033)	50	52313

I offered Carissa Connelly, who is the executive director, an opportunity to accompany me on my inspection of this property by  personal contact  telephone  letter on 9/21/23 (date). This invitation was  accepted  declined. The telephone number of the owner contacted is 208-727-5088. The appraiser met with Frances Solano, the property owner representative, for the site inspection.

I personally inspected the subject property on (date) 10/10/23.

**Definition of Market Value:** The definition from UASFLA (Uniform Appraisal Standards for Federal Land Acquisitions), as follows shall be used: "Market value is the amount in cash, or on terms reasonably equivalent to cash, for which in all probability the property would have sold on the effective date of the appraisal, after a reasonable exposure time on the open competitive market, from a willing and reasonably knowledgeable seller to a willing and reasonably knowledgeable buyer, with neither acting under any compulsion to buy or sell, giving due consideration to all available economic uses of the property at the time of the appraisal."

**Description of Subject Property** (Identify and provide a summary description of the real property, personal property, or tangible items appraised, such as location, physical features, area, city and neighborhood data, legal use, economic property characteristics, zoning and flood hazard statement, if applicable. Identify any personal property, trade fixtures, or intangible items that are not real property and if they are or are not part of this appraisal.)

### LOCATION

The subject parcel is located at 703 S Main St, Ketchum, ID 83340. The property is located on the west side of Highway 75 and is in Blaine County.

### SIZE AND SHAPE

The subject site is comprised of one tax lot with a total area of 29,664 SF (0.681 AC) with an "L" shaped lot. Overall size and shape are adequate for development.

### SITE IMPROVEMENTS

According to public records, the subject is improved with an affordable housing medium-term rental complex.

### ZONING

The subject property is zoned Tourist District (T) by the city of Ketchum. According to the zoning code, the purpose of the Tourist District (T) is to provide the opportunity for high density residential and tourist use, land ownership and development including certain restricted business and personal service establishments in conjunction with such use, which can be justified on the basis of the primary use within the district. Tourist district classifications are intended to be carefully placed in the neighborhood structure to assure the closest possible compatibility with the surrounding uses and development. Dimensional requirements in this zone are designed to complement and enhance the neighborhoods in this zone, and to encourage articulation and quality design in new buildings. The tourist zone contains several distinct areas, including the Entrance Corridor, Second Avenue, River Run, Warm Springs Base Area and Saddle Road.

Permitted uses include the following: Single-family dwellings, multi-family dwellings, retail (not exceeding 2,500 square feet), personal service, repair shop, food service, golf course, public use, recreational facility.



Key Number	Project Number	Parcel Number	Parcel ID Number
20033	A020(033)	50	52313

Dimensional standards include the following: 8,000 square feet minimum lot size, maximum building height of 35 feet, maximum gross floor area ratio (FAR) of 0.5, and minimum setback from Highway 75 of 25 feet.

#### LARGER PARCEL DETERMINATION

The directly affected parcel is Parcel RPK4N180180670. The property ownership does not hold title to any other contiguous parcels nor do any parcels share an integrated use. As such, the larger parcel for purposes of analysis includes Parcel RPK4N180180670, which totals 0.681 acres of land that is under the same owner and use.

#### Scope of Work

Identify the problem to be solved (extent of property identification, extent of tangible property inspection)

Extent to Which the Property is Identified

The property is identified through the following sources:

- postal address
- assessor's records
- legal description / title report

Extent to Which the Property is Inspected

Bailey Wegener and Steve Parent personally inspected the subject property, accompanied by the property owner representative, on October 10, 2023.

Identify the type and extent of data research performed

- title report - reviewed by the appraisers and no adverse effect on value noted
- applicable tax data
- zoning requirements
- flood zone status
- demographics
- comparable data

Identify the type and extent of analyses applied to arrive at opinions or conclusions

CBRE, Inc. analyzed the data gathered through the use of appropriate and accepted appraisal methodology to arrive at a probable value indication via each applicable approach to value. CBRE, Inc. analyzed the data gathered through the use of appropriate and accepted appraisal methodology to arrive at a probable value indication via each applicable approach to value. The steps required to complete each approach are discussed in the methodology section. This report was prepared with the assistance of full-time valuation associates Sophia Morris (SM), Caleb Koehn (CK), and Leona Schaffer (LS). These associates performed and assisted tasks under the full supervision of the signing appraisers. The assistance included defining the problem and purpose of the appraisal (SM), scope of work (SM), research and data collection (SM, CK, LS), market / economic analysis (SM, CK, LS), highest and best use analysis (SM, CK, LS), application of value approaches (SM, CK, LS), reconciliations (SM, CK), and written draft appraisal report (CK). The signing appraisers supervised and verified all steps.

Key Number	Project Number	Parcel Number	Parcel ID Number
20033	A020(033)	50	52313

**Summarize information analyzed, methods and techniques employed, and the reasoning that supports the analyses, opinions, and conclusions. Give reason for exclusion of the sales comparison approach, cost approach, or income approach.**

In valuing the subject, only the Sales Comparison Approach is applicable and has been used. Based on our analysis of the subject area, market participants are generally not buying, selling, investing, or lending with reliance placed on the methodology of the Income Approach to the Cost Approach to establish the value.

**Description of Area to be Acquired, Remainder, Access Control Issues and Summary of Appraisal Problem**

The project seeks to acquire a fee acquisition (1,908 square feet) and a temporary construction easement (2,309 square feet). According to information provided by the client, the duration of the temporary construction easement area is 19 months.

**Discussion of Improvements** ITD does not require valuation of "unaffected improvements", i.e., houses, buildings, etc. not damaged.

According to the project maps and observations during the site inspection, there is asphalt paving, landscaping, wood fencing, and a block wall in the proposed acquisition area.

**Present analysis of physically possible, legally permissible, financially feasible, and maximally productive both as if “vacant” and as if “improved” for the larger parcel.**

AS VACANT

Legal Permissibility

The legally permissible uses were discussed in the Site Analysis and Zoning Sections. The subject’s Tourist District (T) zoning allows for residential uses, commercial uses, and mixed-use development. There are no known easements, encroachments, covenants, conditions, or restrictions impacting the site that are considered to affect the marketability or highest and best use.

Physical Possibility

The subject is adequately served by utilities, and has an adequate size, shape, access, and topography to be a separately developable site. There are no known physical reasons why the subject site would not support any legally permissible development (i.e. it appears adequate for development). Existing structures on similar sites within the subject neighborhood is additional evidence for the physical possibility of development.

Financial Feasibility

The determination of financial feasibility is dependent primarily on the relationship of supply and demand for the legally probable, physically possible land uses versus the cost to create the uses. Consideration to existing land use trends has been given in determining feasible uses. Only those uses that are physically possible and legally permissible are given further consideration. Based on current demand, development of a residential use or mixed-use is considered financially feasible.

Key Number	Project Number	Parcel Number	Parcel ID Number
20033	A020(033)	50	52313

Maximum Productivity - Conclusion

The final test of highest and best use of the site as if vacant is that the use be maximally productive, yielding the highest return to the land. The range of potential land uses is limited by the land use designation, which indicates uses compatible with a mixture of retail and multifamily. Based on observations of land sales and discussions with market participants, multifamily uses are maximally productive. In many cases, developers choose to locate complementary retail uses on the ground floor with multifamily uses above.

HIGHEST AND BEST USE – AS IMPROVED

The subject’s current use is considered a legally conforming use of the T (Tourist District) zone. In addition to legal, physical, and locational considerations, analysis of the subject property as-is requiring the treatment of alternative uses for the property. The five possible alternative treatments of the property are demolition, expansion, renovation, conversion, and continuation of the subject’s current use as-is. The improvements on site contribute value. Among the five alternative uses, continuation of the current use is the Highest and Best use As Improved.

HIGHEST AND BEST USE – AFTER ACQUISITION

Aside from the acquisition areas, the description and physical characteristics of the remainder are essentially the same as that of the larger parcel. The site retains access, shape, frontage, availability of public utilities, exposure, and topography.

There are 7 parking spaces affected by the acquisition. Based on prior discussions between ITD and the property owner, a curative parking solution along the southern property boundary is a suitable remedy for the spaces lost. This is discussed later in the report. There is a chair lift advertising structure that is personal property that will be relocated. No other adverse issues apply to the remainder.

The acquisition is largely located adjacent to the existing roadway. Zoning (Tourist District) and land uses would remain consistent with the larger parcel in the before situation. The subject will be functional for its intended use and typical for the neighborhood after the acquisition is complete. Therefore, the Highest and Best Use of the subject property after acquisition is the same as the Highest and Best Use prior to acquisition.

**Additional Discussion**

Not Applicable

**Comparative Analysis**

Sale No.	Sales Price	Sales Price Per	<input checked="" type="checkbox"/> Sq Ft	Ac	Parcel	Sales Date
1	\$3,550,327	\$93.68				7/15/2022
Discussion						
<p>This comparable is a 0.87-acre site located at 103 Village Way in Sun Valley. The site is part of Elkhorn Village and is zoned CC (Commercial Center) with a plat allowing for 40 residential units. The site is sold for \$3,550,327, or \$88,758 per unit.</p> <p>This comparable includes inferior market conditions when values were lower, an inferior location further from the town center, inferior size due to the larger site size, and inferior access/exposure due to the frontage roads having lower average daily traffic counts. This comparable is superior for site orientation due to the corner location.</p>						
Indicated Adjusted Unit Value of <u>Subject</u>						
Comparable is qualitatively Inferior		<input checked="" type="checkbox"/> Sq Ft	Ac	Parcel		

Key Number	Project Number	Parcel Number	Parcel ID Number
20033	A020(033)	50	52313

Sale No.	Sales Price	Sales Price Per	<input checked="" type="checkbox"/> Sq Ft	Ac	Parcel	Sales Date
2	\$6,000,000	\$167.98				11/19/2021

Discussion

This comparable is the 0.82 acres located at 108-110 Ritchie Drive in Ketchum. The site is generally level, rectangular in shape and zoned T-3000 (Tourist 3000), which allows for short-term tourist accommodations with limited support services. The site sold in November 2021 for \$6,000,000, or \$167.98 per square foot.

This comparable includes inferior market conditions when values were lower, an inferior location further from the town center, inferior size due to the larger site size, and inferior access/exposure due to the frontage road having lower average daily traffic counts. This comparable is superior for shape/topography due to the typical rectangular site shape.

Indicated Adjusted Unit Value of <u>Subject</u> Comparable is qualitatively Inferior	<input checked="" type="checkbox"/> Sq Ft	Ac	Parcel
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Sale No.	Sales Price	Sales Price Per	<input checked="" type="checkbox"/> Sq Ft	Ac	Parcel	Sales Date
3	\$3,400,000	\$185.84				8/2/2021

Discussion

This comparable is the 0.42-acre site located at 110 Rember Street in Ketchum. The site is rectangular, generally level and zoned GR-H for high density residential development. At the time of sale, there was a preliminary plat for the site for four-home development. The site sold in August 2021 for \$3,400,000, or \$185.84 per square foot.

This comparable includes inferior market conditions when values were lower, an inferior location further from the town center, and inferior access/exposure due to the frontage road having lower average daily traffic counts. This comparable is superior for size due to the smaller site size, entitlements for the existing preliminary plat at the time of sale, shape/topography due to the typical rectangular site shape, and site orientation due to corner location.

Indicated Adjusted Unit Value of <u>Subject</u> Comparable is qualitatively Inferior	<input checked="" type="checkbox"/> Sq Ft	Ac	Parcel
---	---	----	--------

Sale No.	Sales Price	Sales Price Per	<input checked="" type="checkbox"/> Sq Ft	Ac	Parcel	Sales Date
4	\$1,610,000	\$284.30				7/26/2021

Discussion

This is the sale of a 0.13-acre site a 200 N Leadville Ave in Ketchum, ID. The property is located at the northeast corner of the intersection of Leadville Avenue and 2<sup>nd</sup> Street. According to the agent, the buyer intended to build a mixed-use development on the site with 3 retail units and 4 residential condominiums.

This comparable includes inferior market conditions when values were lower and inferior access/exposure due to the frontage road having lower average daily traffic counts. This comparable is superior for size due to the smaller site size, slightly superior location in the middle of the town center, superior shape/topography due to the typical rectangular site shape, and superior site orientation due to the corner location.

Indicated Adjusted Unit Value of <u>Subject</u> Comparable is qualitatively Superior	<input checked="" type="checkbox"/> Sq Ft	Ac	Parcel
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Key Number	Project Number	Parcel Number	Parcel ID Number
20033	A020(033)	50	52313
Sale No. 5	Sales Price \$4,120,000	Sales Price Per Sq Ft <input checked="" type="checkbox"/> Ac \$90.08	Parcel Sales Date 3/15/2019
Discussion			
<p>This comparable is the 1.05-acre site located at 280 East River Street in Ketchum. The site is located south of the intersection of River and Main Street and zoned T (Tourist District). The site was purchased in March 2019 for the development of a hospitality building. The costs of demolition are not reported and estimated at \$20,000. The site sold for \$4,100,000. Adding the costs of demolition indicate an effective purchase price of \$4,120,000, or \$90.08 per square foot.</p> <p>This comparable includes inferior market conditions when values were lower, inferior size due to the larger site size, and inferior access/exposure due to the frontage road having lower average daily traffic counts. This comparable has a slightly superior location in the middle of the town center and a superior site orientation due to the corner location.</p>			
Indicated Adjusted Unit Value of <u>Subject</u>		Sq Ft <input checked="" type="checkbox"/> Ac	Parcel
Comparable is qualitatively Inferior			

## COMPARISON GRID

The following comparison grid summarizes the aforementioned comparisons/adjustments to the subject property.

LAND SALES ADJUSTMENT GRID						
	Subject	Comp No. 1	Comp No. 2	Comp No. 3	Comp No. 4	Comp No. 5
Address	703 S Main St Ketchum, ID	103 Village Way Sun Valley, ID	108-110 Ritchie Drive Ketchum, ID	110 Rember Street Ketchum, ID	200 N Leadville Ave Ketchum, ID	280 East River Street Ketchum, ID
Size (Acres)	0.68	0.87	0.82	0.42	0.13	1.05
Size (SF)	29,664	37,897	35,719	18,295	5,663	45,738
Transaction Type		Sale	Sale	Sale	Sale	Sale
Date of Sale		Jul-22	Nov-21	Aug-21	Jul-21	Mar-19
Actual Sale Price		\$3,550,327	\$6,000,000	\$3,400,000	\$1,610,000	\$4,100,000
Adjusted Sale Price		\$3,550,327	\$6,000,000	\$3,400,000	\$1,610,000	\$4,120,000
Unit Price	Per SF	\$94	\$168	\$186	\$284	\$90
Property Rights Conveyed		Similar	Similar	Similar	Similar	Similar
Financing		Similar	Similar	Similar	Similar	Similar
Conditions of Sale		Similar	Similar	Similar	Similar	Similar
Market Conditions (Time)		Inferior	Inferior	Inferior	Inferior	Inferior
Adjusted \$/SF		\$94	\$168	\$186	\$284	\$90
Location		Inferior	Inferior	Inferior	Slightly Superior	Slightly Superior
Size		Inferior	Inferior	Superior	Superior	Inferior
Entitlements		Similar	Similar	Superior	Similar	Similar
Access / Exposure		Inferior	Inferior	Inferior	Inferior	Inferior
Shape / Topography		Similar	Superior	Superior	Superior	Similar
Site Orientation		Superior	Similar	Superior	Superior	Superior
Zoning / H&BU		Similar	Similar	Similar	Similar	Similar
Utilities		Similar	Similar	Similar	Similar	Similar
Net Adjustment		Inferior	Inferior	Inferior	Superior	Inferior
<b>Estimated Unit Value</b>					\$235	
Compiled by CBRE						

### Final Correlation of Value

The comparable sales indicate an overall range of \$90 per square foot to \$284 per square foot. Based upon the appraiser's analysis, the subject's land value is concluded at \$235 per square foot.

### Final Conclusion of Subject Unit Value

**\$235 per square foot**

Sq Ft    Ac    Parcel

<b>Key Number</b> 20033	<b>Project Number</b> A020(033)	<b>Parcel Number</b> 50	<b>Parcel ID Number</b> 52313
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Valuation of Requirement or Total Parcel		Subtotal	Total
	<input type="checkbox"/> Ac <input checked="" type="checkbox"/> Sq Ft <input type="checkbox"/> Parcel 1,908 @ \$ 235 = \$ 448,380		
	<input type="checkbox"/> Ac <input type="checkbox"/> Sq Ft <input type="checkbox"/> Parcel @ \$ = \$		\$ 448,380
Perm Easement	<input type="checkbox"/> Ac <input type="checkbox"/> Sq Ft <input type="checkbox"/> Parcel @ \$ x % = \$		
Temp Easement	<input type="checkbox"/> Ac <input checked="" type="checkbox"/> Sq Ft <input type="checkbox"/> Parcel 2,309 TCE Duration: 19 months @ \$ 235 x 10 % = \$ 85,914.04		\$ 85,914.04

### Improvements Within Requirement (If Any)

The various site improvements along with the cost estimates are depreciated, if applicable, are discussed below. The actual estimates are provided in the table following the narrative. To estimate replacement cost associated with these site improvements, we relied on current construction cost data from Marshall Valuation Service for Twin Falls, ID. Current cost (1.14) and local (1.04) multipliers are applied to cost data from Marshall Valuation Service. The client indicated that any improvements impacted in the proposed TCE area will be protected in place or restored in kind by the construction contractor. According the client, the Lift Tower Lodge Sign will be relocated as personal property.

- Asphalt Paving – There is approximately 1,400 square feet of asphalt paving located in the proposed acquisition areas. Marshall Valuation Service (Section 66 / Page 2) indicates that a replacement cost for similar improvements is \$3.00 per unit.
- Wood Fencing – There is approximately 64 linear feet of wood fencing located in the proposed acquisition areas. Marshall Valuation Service (Section 66 / Page 5) indicates that a replacement cost for similar improvements is \$35.00 per linear foot.
- Block Wall – There is approximately 128 square feet of block wall located in the proposed acquisition areas. Marshall Valuation Service (Section 66 / Page 4) indicates that a replacement cost for similar improvements is \$13.00 per square foot.
- Landscaping – There is approximately 700 square feet of landscaping located in the proposed acquisition areas. Marshall Valuation Service (Section 66 / Page 8) indicates that a replacement cost for similar improvements is \$8.33 per square foot.

There are incidental acquisitions caused by the parking curative measures (see cost to cure). Those incidental acquisitions consist of a tool shed and grass as provided in the table below.

- Tool Shed – There is a tool shed totaling 375 square feet that will require demolition to accommodate the parking relocation. Marshall Valuation Service (Section 17 / Page 17) indicates that a replacement cost for similar improvements is \$29.75 per square foot.
- Grass – There is approximately 1,400 square feet of grass that will be removed due to the parking curative measures. Marshall Valuation Service (Section 66 / Page 8) indicates that a replacement cost for similar improvements is \$1.80 per square foot.

<b>Key Number</b> 20033	<b>Project Number</b> A020(033)	<b>Parcel Number</b> 50	<b>Parcel ID Number</b> 52313
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**VALUATION OF PARTIAL ACQUISITION - IMPROVEMENTS**

Improvement	Base \$		Multipliers				Depreciation		Deprec.
	New/ Unit	Qty	Current	Local	R	(\$)	(%)	Value	
Asphalt Paving	\$3.00 /EA	X 1,400 EA	X 1.14	X 1.04	= \$4,979.52	- \$1,493.86	30%	= \$3,485.66	
Wood Fencing	\$35.00 /LF	X 64 LF	X 1.14	X 1.04	= \$2,655.74	- \$796.72	30%	= \$1,859.02	
Block Wall	\$13.00 /SF	X 128 SF	X 1.14	X 1.04	= \$1,972.84	- \$591.85	30%	= \$1,380.99	
Landscaping	\$8.33 /SF	X 700 SF	X 1.14	X 1.04	= \$6,913.23	- \$2,073.97	30%	= \$4,839.26	
Tool Shed	\$29.75 /SF	X 375 SF	X 1.14	X 1.04	= \$13,226.85	- \$6,613.43	50%	= \$6,613.43	
Grass	\$1.80 /SF	X 1,400 SF	X 1.14	X 1.04	= \$2,987.71	- \$896.31	30%	= \$2,091.40	
<b>Subtotal Cost Estimates</b>					<b>\$32,735.90</b>	<b>\$12,466.14</b>		<b>\$20,269.76</b>	
<b>Total Value of Improvements In Acquisition Area</b>								<b>\$20,269.76</b>	

Compiled by CBRE

Deprec. Value (\*) = Replacement Cost New (RCN) - Depreciation

**Loss in Value to Remainder (Severance/Minor Damages, Access Control Explanation)**

Not Applicable considering curative measure detailed below.

\$ \_\_\_\_\_

**Cost to Cure Items (Explain and Support)**

The subject property will lose 9 parking spaces as a result of the proposed project. The parking spaces can be relocated along the southern boundary of the parcel. The cost to cure includes the demolition of the existing shed that is approximately 375 square feet and replacing that area with asphalt paving, as well as striping.

Asphalt Paving - Marshall Valuation Service (Section 66 / Page 2) indicates that a replacement cost for similar improvements is \$3.00 per square foot. Marshall Valuation Service (Section 66 / Page 3) indicates that 350 square feet is appropriate for each parking space. As noted previously, the curative measures apply to 9 parking spaces. As such, a total of 3,150 square feet of asphalt paving is provided for the cost to cure.



Parking Lot Striping - Based on a verbal bid from a local contractor (Sunseal / (208)-481-0612), a curative cost of \$40 per space applies for the parking striping.

**COST TO CURE**

Improvement	#Units	Cost per Unit	Net Curative Amount
Demolition of Shed			= \$3,000.00
Asphalt Paving	3,150 SF	\$3.00	= \$11,203.92
Parking Lot Striping	9 EA	\$40.00	= \$426.82
<b>Total Cost to Cure</b>			<b>\$14,630.74</b>

Compiled by CBRE

**Total Fair Market Value \$ 569,194.54**

Signature 	Signature 
Report Date 3/20/2024	Effective Date of Appraisal 10/10/2023
Comments: Not Applicable	

Key Number	Project Number	Parcel Number	Parcel ID Number
20033	A020(033)	50	52313

### Other Attachments or References (As Applicable)

In box indicates required in report       In box indicates include if applicable

- Letter of transmittal
- Appraiser's certification
- R/W plans sheet or map
- Assumptions and limiting conditions
- Qualifications of appraiser
- Numbered subject photos (with project lines, location map, and labeled with date and photographer) and interior photos, if affected
- Assessors valuation (must include category and value per category) and plat map
- Legal description
- Zoning information
- Comparable sales location map and sufficient directions
- Numbered photos of comparables (location map and labeled with date and photographer)
- Title report (if supplied)
- Supporting bids, if applicable
- Salvage value estimate of affected improvements, if applicable
- Sign identification, photograph(s), and location, if applicable
- Floor plan sketch, if applicable
- Sketch of property showing improvements, if applicable
- Fixture inventory (ITD 5204), if applicable
- Identify tenant-owned property and ownership within R/W requirement, if applicable
- Economic rent information of impacted improvements and rental history, if applicable
- Property owner advice of rights form
- Other \_\_\_\_\_

**Insert additional information/displays as necessary after this page.**



# **APPRAISER'S CERTIFICATION**

## Certification

We certify to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in or bias with respect to the property that is the subject of this report and have no personal interest in or bias with respect to the parties involved with this assignment.
4. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
5. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
6. This appraisal assignment was not based upon a requested minimum valuation, a specific valuation, or the approval of a loan.
7. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice, as well as the requirements of the State of Idaho.
8. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
9. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
10. As of the date of this report, Steve Parent has completed the continuing education program and the Standards and Ethics Education Requirements for Designated Members of the Appraisal Institute.
11. Steve Parent and Bailey Wegener made a personal inspection of the property that is the subject of this report.
12. This report was prepared with the assistance of full-time valuation associates Sophia Morris (SM), Caleb Koehn (CK), and Leona Schaffer (LS). These associates performed and assisted tasks under the full supervision of the signing appraisers. The assistance included defining the problem and purpose of the appraisal (SM), scope of work (SM), research and data collection (SM, CK, LS), market / economic analysis (SM, CK, LS), highest and best use analysis (SM, CK, LS), application of value approaches (SM, CK, LS), reconciliations (SM, CK), and written draft appraisal report (CK). The signing appraisers supervised and verified all steps.
13. Valuation & Advisory Services operates as an independent economic entity within CBRE, Inc. Although employees of other CBRE, Inc. divisions may be contacted as a part of our routine market research investigations, absolute client confidentiality and privacy were maintained at all times with regard to this assignment without conflict of interest.
14. Steve Parent, MAI, SR/WA, R/W-AC, PMP, AI-GRS, SRA, AI-RRS, and Bailey Wegener have not provided any services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

*Stephen M. Parent*

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Steve Parent, MAI, SR/WA, R/W-AC, AI-GRS  
ID License No. CGA-5232  
Business Phone: (916) 919-7262

*Bailey Wegener*

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Bailey Wegener  
ID License No. CGA-6144  
Phone: (916) 220-6739

# **RIGHT OF WAY PROJECT MAP**

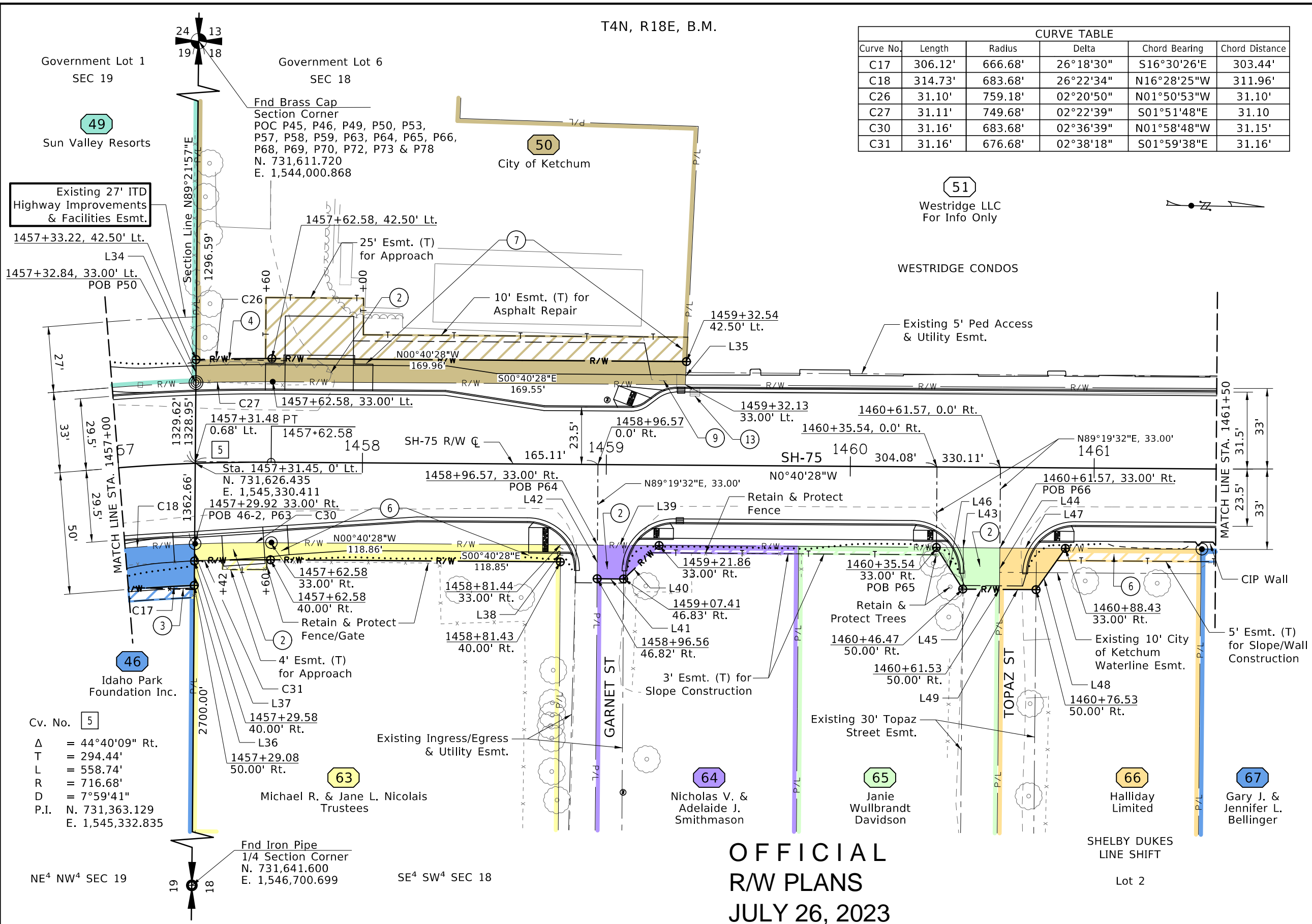
T4N, R18E, B.M.

CURVE TABLE					
Curve No.	Length	Radius	Delta	Chord Bearing	Chord Distance
C17	306.12'	666.68'	26°18'30"	S16°30'26"E	303.44'
C18	314.73'	683.68'	26°22'34"	N16°28'25"W	311.96'
C26	31.10'	759.18'	02°20'50"	N01°50'53"W	31.10'
C27	31.11'	749.68'	02°22'39"	S01°51'48"E	31.10'
C30	31.16'	683.68'	02°36'39"	N01°58'48"W	31.15'
C31	31.16'	676.68'	02°38'18"	S01°59'38"E	31.16'

- ② Approach by State Parcel 50 - Sta. 1457+82.00, Lt. Commercial, W=28'  
Parcel 63 - Sta. 1457+50.47, Rt. Residential, W=17'
- Parcel 64 - Sta. 1458+98.04, Rt. Public Rd., W=20'
- Parcel 65/66 - Sta. 1460+59, Rt. Public Rd., W=20'
- ③ New Fence by State Parcel 46, Barbed Wire - 27 LF
- ④ Remove Block Wall by State Parcel 50, 64 LF
- ⑥ Landscape & Sprinkler Repair by State Parcel 63 (Shrub Removal and Sprinkler Repair Only)  
Parcel 66 (Sod & Sprinklers Only)
- ⑦ Parking Spaces Impacted by State (Parking Relocated by Owner) 13 Each
- ⑨ Remove Lift Tower Lodge Sign - By Owner
- ⑬ Remove Inlet by State 1 Each - Sta. 1459+36, Lt.

LINE TABLE		
LINE	BEARING	DISTANCE
L34	S89°21'57"W	9.51'
L35	S88°12'52"E	9.51'
L36	N89°21'57"E	17.02'
L37	S89°21'57"W	7.01'
L38	N89°22'03"E	7.00'
L39	N00°40'28"W	25.29'
L40	S44°24'09"E	20.00'
L41	S00°37'57"E	10.85'
L42	S89°22'03"W	13.82'
L43	N00°40'28"W	26.03'
L44	S89°27'14"W	17.00'
L45	S00°40'28"E	15.07'
L46	S56°36'05"W	20.21'
L47	N00°40'28"W	26.86'
L48	S55°41'43"E	20.75'
L49	S00°40'28"E	15.00'

LEGEND	
	New Right-of-Way
	Permanent Easement
	Temporary Easement



**OFFICIAL  
R/W PLANS  
JULY 26, 2023**

REVISIONS			
NO.	DATE	BY	DESCRIPTION

DESIGNED	JLI/MHC	SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY  CADD FILE NAME 20033_row_018.dgn  DRAWING DATE: July 2023
DESIGN CHECKED	TMJ	
DETAILED	JRA	
DRAWING CHECKED	JLI/MHC	

**IDAHO  
TRANSPORTATION  
DEPARTMENT**

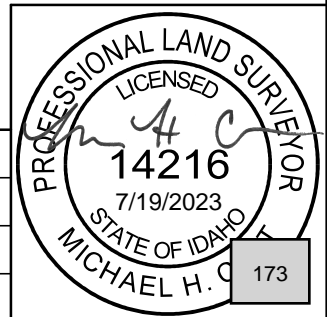
YOUR Safety→YOUR Mobility→YOUR Economic Opportunity

**Parametrix**

PROJECT NO.	A020(033)
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RIGHT-OF-WAY PLAN SHEET	SH-75, ELKHORN RD TO RIVER ST, KETCHUM
STA. 1457+00 TO STA. 1461+50	

<b>ENGLISH</b>
COUNTY Blaine
KEY NUMBER 20033
SHEET 33 OF 39



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# **ASSUMPTIONS AND LIMITING CONDITIONS**

## **HYPOTHETICAL CONDITIONS**

A hypothetical condition is defined as “a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purposes of analysis.”<sup>2</sup>

- In the appraisal of property for eminent domain, numerous court cases have established that project influence (both positive and negative) should be disregarded in the value of the property before the acquisition. Therefore, the appraiser has excluded consideration of any effect the project may have on the property. This requires the appraiser to analyze the property based on a condition that is contrary to what currently exists but is accepted appraisal practice.

## Assumptions and Limiting Conditions

1. CBRE, Inc. through its appraiser (collectively, "CBRE") has inspected through reasonable observation the subject property. However, it is not possible or reasonably practicable to personally inspect conditions beneath the soil and the entire interior and exterior of the improvements on the subject property. Therefore, no representation is made as to such matters.
2. The report, including its conclusions and any portion of such report (the "Report"), is as of the date set forth in the letter of transmittal and based upon the information, market, economic, and property conditions and projected levels of operation existing as of such date. The dollar amount of any conclusion as to value in the Report is based upon the purchasing power of the U.S. Dollar on such date. The Report is subject to change as a result of fluctuations in any of the foregoing. CBRE has no obligation to revise the Report to reflect any such fluctuations or other events or conditions which occur subsequent to such date.
3. Unless otherwise expressly noted in the Report, CBRE has assumed that:
  - (i) Title to the subject property is clear and marketable and that there are no recorded or unrecorded matters or exceptions to title that would adversely affect marketability or value. CBRE has not examined title records (including without limitation liens, encumbrances, easements, deed restrictions, and other conditions that may affect the title or use of the subject property) and makes no representations regarding title or its limitations on the use of the subject property. Insurance against financial loss that may arise out of defects in title should be sought from a qualified title insurance company.
  - (ii) Existing improvements on the subject property conform to applicable local, state, and federal building codes and ordinances, are structurally sound and seismically safe, and have been built and repaired in a workmanlike manner according to standard practices; all building systems (mechanical/electrical, HVAC, elevator, plumbing, etc.) are in good working order with no major deferred maintenance or repair required; and the roof and exterior are in good condition and free from intrusion by the elements. CBRE has not retained independent structural, mechanical, electrical, or civil engineers in connection with this appraisal and, therefore, makes no representations relative to the condition of improvements. CBRE appraisers are not engineers and are not qualified to judge matters of an engineering nature, and furthermore structural problems or building system problems may not be visible. It is expressly assumed that any purchaser would, as a precondition to closing a sale, obtain a satisfactory engineering report relative to the structural integrity of the property and the integrity of building systems.
  - (iii) Any proposed improvements, on or off-site, as well as any alterations or repairs considered will be completed in a workmanlike manner according to standard practices.
  - (iv) Hazardous materials are not present on the subject property. CBRE is not qualified to detect such substances. The presence of substances such as asbestos, urea formaldehyde foam insulation, contaminated groundwater, mold, or other potentially hazardous materials may affect the value of the property.
  - (v) No mineral deposit or subsurface rights of value exist with respect to the subject property, whether gas, liquid, or solid, and no air or development rights of value may be transferred. CBRE has not considered any rights associated with extraction or exploration of any resources, unless otherwise expressly noted in the Report.
  - (vi) There are no contemplated public initiatives, governmental development controls, rent controls, or changes in the present zoning ordinances or regulations governing use, density, or shape that would significantly affect the value of the subject property.
  - (vii) All required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, nor national government or private entity or organization have been or can be readily obtained or renewed for any use on which the Report is based.
  - (viii) The subject property is managed and operated in a prudent and competent manner, neither inefficiently or super-efficiently.
  - (ix) The subject property and its use, management, and operation are in full compliance with all applicable federal, state, and local regulations, laws, and restrictions, including without limitation environmental laws, seismic hazards, flight patterns, decibel levels/noise envelopes, fire hazards, hillside ordinances, density, allowable uses, building codes, permits, and licenses.
  - (x) The subject property is in full compliance with the Americans with Disabilities Act (ADA). CBRE is not qualified to assess the subject property's compliance with the ADA, notwithstanding any discussion of possible readily achievable barrier removal construction items in the Report.



- (xi) All information regarding the areas and dimensions of the subject property furnished to CBRE are correct, and no encroachments exist. CBRE has neither undertaken any survey of the boundaries of the subject property nor reviewed or confirmed the accuracy of any legal description of the subject property.

Unless otherwise expressly noted in the Report, no issues regarding the foregoing were brought to CBRE's attention, and CBRE has no knowledge of any such facts affecting the subject property. If any information inconsistent with any of the foregoing assumptions is discovered, such information could have a substantial negative impact on the Report. Accordingly, if any such information is subsequently made known to CBRE, CBRE reserves the right to amend the Report, which may include the conclusions of the Report. CBRE assumes no responsibility for any conditions regarding the foregoing, or for any expertise or knowledge required to discover them. Any user of the Report is urged to retain an expert in the applicable field(s) for information regarding such conditions.

4. CBRE has assumed that all documents, data and information furnished by or behalf of the client, property owner, or owner's representative are accurate and correct, unless otherwise expressly noted in the Report. Such data and information include, without limitation, numerical street addresses, lot and block numbers, Assessor's Parcel Numbers, land dimensions, square footage area of the land, dimensions of the improvements, gross building areas, net rentable areas, usable areas, unit count, room count, rent schedules, income data, historical operating expenses, budgets, and related data. Any error in any of the above could have a substantial impact on the Report. Accordingly, if any such errors are subsequently made known to CBRE, CBRE reserves the right to amend the Report, which may include the conclusions of the Report. The client and intended user should carefully review all assumptions, data, relevant calculations, and conclusions of the Report and should immediately notify CBRE of any questions or errors within 30 days after the date of delivery of the Report.
5. CBRE assumes no responsibility (including any obligation to procure the same) for any documents, data or information not provided to CBRE, including without limitation any termite inspection, survey or occupancy permit.
6. All furnishings, equipment and business operations have been disregarded with only real property being considered in the Report, except as otherwise expressly stated and typically considered part of real property.
7. Any cash flows included in the analysis are forecasts of estimated future operating characteristics based upon the information and assumptions contained within the Report. Any projections of income, expenses and economic conditions utilized in the Report, including such cash flows, should be considered as only estimates of the expectations of future income and expenses as of the date of the Report and not predictions of the future. Actual results are affected by a number of factors outside the control of CBRE, including without limitation fluctuating economic, market, and property conditions. Actual results may ultimately differ from these projections, and CBRE does not warrant any such projections.
8. The Report contains professional opinions and is expressly not intended to serve as any warranty, assurance or guarantee of any particular value of the subject property. Other appraisers may reach different conclusions as to the value of the subject property. Furthermore, market value is highly related to exposure time, promotion effort, terms, motivation, and conclusions surrounding the offering of the subject property. The Report is for the sole purpose of providing the intended user with CBRE's independent professional opinion of the value of the subject property as of the date of the Report. Accordingly, CBRE shall not be liable for any losses that arise from any investment or lending decisions based upon the Report that the client, intended user, or any buyer, seller, investor, or lending institution may undertake related to the subject property, and CBRE has not been compensated to assume any of these risks. Nothing contained in the Report shall be construed as any direct or indirect recommendation of CBRE to buy, sell, hold, or finance the subject property.
9. No opinion is expressed on matters which may require legal expertise or specialized investigation or knowledge beyond that customarily employed by real estate appraisers. Any user of the Report is advised to retain experts in areas that fall outside the scope of the real estate appraisal profession for such matters.
10. CBRE assumes no responsibility for any costs or consequences arising due to the need, or the lack of need, for flood hazard insurance. An agent for the Federal Flood Insurance Program should be contacted to determine the actual need for Flood Hazard Insurance.
11. Acceptance or use of the Report constitutes full acceptance of these Assumptions and Limiting Conditions and any special assumptions set forth in the Report. It is the responsibility of the user of the Report to read in full, comprehend and thus become aware of all such assumptions and limiting conditions. CBRE assumes no responsibility for any situation arising out of the user's failure to become familiar with and understand the same.
12. The Report applies to the property as a whole only, and any pro ration or division of the title into fractional interests will invalidate such conclusions, unless the Report expressly assumes such pro ration or division of interests.

13. The allocations of the total value estimate in the Report between land and improvements apply only to the existing use of the subject property. The allocations of values for each of the land and improvements are not intended to be used with any other property or appraisal and are not valid for any such use.
14. The maps, plats, sketches, graphs, photographs, and exhibits included in this Report are for illustration purposes only and shall be utilized only to assist in visualizing matters discussed in the Report. No such items shall be removed, reproduced, or used apart from the Report.
15. The Report shall not be duplicated or provided to any unintended users in whole or in part without the written consent of CBRE, which consent CBRE may withhold in its sole discretion. Exempt from this restriction is duplication for the internal use of the intended user and its attorneys, accountants, or advisors for the sole benefit of the intended user. Also exempt from this restriction is transmission of the Report pursuant to any requirement of any court, governmental authority, or regulatory agency having jurisdiction over the intended user, provided that the Report and its contents shall not be published, in whole or in part, in any public document without the written consent of CBRE, which consent CBRE may withhold in its sole discretion. Finally, the Report shall not be made available to the public or otherwise used in any offering of the property or any security, as defined by applicable law. Any unintended user who may possess the Report is advised that it shall not rely upon the Report or its conclusions and that it should rely on its own appraisers, advisors and other consultants for any decision in connection with the subject property. CBRE shall have no liability or responsibility to any such unintended user.
16. CBRE, Inc. is not qualified to detect the existence of any potentially hazardous materials such as lead paint, asbestos, urea formaldehyde foam insulation, or other potentially hazardous construction materials on or in the land or improvements. The existence of such substances may affect the value of the property. For the purpose of this assignment, we have assumed there are no hazardous materials that would cause a loss in value to the subject.
17. The valuation of subsurface mineral rights is outside the scope of this assignment. CBRE is aware that some properties in the area may benefit from the sub-surface mineral commodities located in the area which potentially contain resources which, if extracted, could contribute to the value of the property. We suggest the client contact an appropriate geological professional to determine the possible benefits, if any, of the subject's subsurface rights. The value conclusion(s) presented in this report, specifically exclude any subsurface mineral rights. The assumption is made that the comparable sales utilized in this report excluded mineral rights and/or value attributed to mineral rights, unless otherwise stated in the Discussion/Analysis of Sales section(s).
18. A soils analysis for the site has not been provided for the preparation of this appraisal. In the absence of a soils report, it is a specific assumption that the site has adequate soils to support the highest and best use.

## **APPRAISER'S QUALIFICATIONS**

# Steve Parent, MAI, SR/WA, R/W-AC, PMP, SRA, AI-GRS, AI-RRS

*Director of Right of Way, Mountain Northwest and Pacific Southwest*



M +1 916.919.7262  
 steve.parent@cbre.com

## Role

As CBRE’s leader of Right of Way for the Western Region, Steve is responsible for business development, pursuit management, recruiting, team building, technical leadership, quality assurance, and delivery. He is actively growing the business line within thirteen states through collaboration with local leadership in service to our clients by leveraging CBRE’s industry-leading people, data and technology.

## Experience

Steve has a broad-based background including engineering, program management, project management, business development, strategic planning, commercial brokerage, real estate investment, and property management. Steve has managed right of way and/or appraisal contracts for California High Speed Rail, Ben Franklin Transit, City of Bend, the San Diego Association of Governments (SANDAG), San Diego Gas & Electric, North County Transit District, Southern California Gas, Southern California Edison, City of Santa Ana, City of Los Angeles, the Los Angeles Department of Water and Power, Riverside County Transportation Commission, and Sacramento Municipal Utilities District, to name a few. His appraisal experience involves right-of-way valuation projects, partial acquisitions including fee, permanent, and temporary easements, and property types including retail, office, industrial, multi-family residential, single family residential, mixed-use, agricultural, telecommunications, and renewable energy. In the last ten years, Steve has managed and appraised more than 1,500 properties affected by public projects including: transportation, heavy / light / high-speed rail, gas transmission, electric transmission, water transmission, flood protection, telecom, and renewables. He also has extensive appraisal review experience having completed more than one hundred appraisal reviews, been declared as an expert witness in multiple Counties, been deposed, and testified at trial. Steve is an active speaker on topics related to right of way appraisal, acquisition, and land valuation.

### Years of Experience:

- Project Management: 26
- Appraisal: 16

## Education

- MBA, University of Cincinnati, Operations Management & Finance, 1999
- BS, University of Cincinnati, Mechanical Engineering, 1992

## Licenses / Designations

- Certified General Real Estate Appraiser, CA, AZ, NV, HI, CO, OR, WA, WY, NM, UT, ID, TX
- CA Real Estate Broker License #01433367
- MAI, SRA, AI-GRS, AI-RRS Designations, Appraisal Institute
- Senior Right of Way Agent (SR/WA), International Right of Way Association (IRWA)
- Right of Way Appraisal Certification, IRWA
- Project Management Professional (PMP), Project Management Institute (PMI)

## Professional Affiliations / Accreditations

- Chapter Past President of the Appraisal Institute
- IRWA Member of Chapters 1, 11, 27, 57, 67, board experience in multiple chapters
- At-large member of the IRWA International Transportation Committee
- Member, American Public Works Association



M +1 916.919.7262  
 steve.parent@cbre.com

## Project Experience

### Pipeline Project – Colorado and Wyoming

Steve led CBRE’s Mountain Northwest team in appraising 110+ properties for a national pipeline company. Delivery of all appraisals covering 50+ miles of right of way took place in just 3 weeks. CBRE’s Right of Way appraisal division, using resources from multiple regions including the Mountain Northwest and South Central, delivered appraisals covering 330+ properties spanning 270 miles of right of way in Colorado and Wyoming in just 4 weeks.

### California High-Speed Rail Authority

Steve recruited, hired, and led the entire appraisal services function involving approximately 70+ employees and subconsultants appraising approximately 350 unique properties. He was the appraisal manager for the initial rail segment through the Central Valley. Steve was responsible for the delivery of the appraisal documents, quality reviews, management, and valuation-related communication with the acquisition teams. Urban property impacts were significant and involved very complex partial acquisitions with uneconomic remnant and severance damage quantification. Steve also managed the appraisal and appraisal review efforts associated with approximately ten environmental land mitigation appraisal assignments.

### San Diego Association of Governments (SANDAG)

Mid-Coast Corridor Transit Project (MCCTP). Steve served as MCCTP Appraisal Manager and assembled and led a team of 50+ employees and subconsultants to deliver over 60 appraisal and appraisal review assignments in support of the extension of the existing San Diego Light Rail Trolley from north of the Old Town Transit Center to the University of California San Diego campus in University City. Acquisitions included fee, permanent easement and temporary easements. Some of the larger parcel values involved institutional investment grade assets with values exceeding \$100 million dollars. Complicated damage and benefit analysis was completed involving impacts associated with elevated light rail construction adjacent to retail, office, and multi-family residential properties.

### Nevada Irrigation District (NID)

Banner Cascade and Cement Hill Pipeline Projects. Steve led the 10+ employee team to appraise several hundred properties affected by water pipeline projects in Nevada County, CA located approximately 60 miles northeast of Sacramento. Permanent and temporary easement rights were ultimately acquired by NID.

### Southern California Edison

West of Devers Project (WOD). Steve's role as Relationship Manager and Appraisal Manager included the delivery of approximately 150 appraisal assignments in support of Edison's West of Devers Upgrade Project. He managed the appraisal and research teams and interfaced with the Prime Contractor and SCE for the project. The Devers Project Upgrade will replace and upgrade existing electrical infrastructure within and adjacent to the existing electric transmission right of way. BRI completed approximately 80% of the appraisal deliverables in just three months. Valley South Sub transmission Project (VSSP). As Client Relationship Manager and Appraisal Manager for the 90-parcel project, Steve managed the appraisal and research teams and interfaced with the Prime Contractor, SCE, and outside SCE legal counsel. This project involves modification of SCE's existing Valley 500/115kV Substation, the construction of a new overhead 115kV sub transmission line, replacing conductors, relocating distribution facilities at Triton and Valley Substations.

#### **Southern California Gas**

PSEP Program, Land and Right of Way Department. As the Appraisal Manager, Steve appraised properties throughout SoCalGas' 20,000 square mile service territory that spans from the Central Valley to the US / Mexico border. His responsibilities involved partial acquisitions seeking permanent utility easements, temporary access, and construction easements for approximately 80 properties.

#### **Sacramento Municipal Utility District (SMUD)**

Various Projects. As the Client Relationship Manager and Appraisal Manager, Steve led several projects throughout SMUD's service territory. For example, the Solano Phases 3 and 4 Wind Energy Development Projects, involved open space land located in Solano County. Rights appraised included fee, permanent easement, and temporary easement rights to facilitate installation of necessary facilities to gather electricity produced by Wind Turbine Generators in order to sell the electricity back to the Pacific Gas & Electric grid.

#### **Riverside County Transportation Commission (RCTC)**

Mid-County Parkway Project. Managed appraisal and appraisal review assignments in support of RCTC's Mid-County Parkway Project, a 14-mile highway proposed in Riverside County.

#### **West Sacramento Area Flood Control Agency (WSAFCA)**

Levee Improvement Project. Steve provided appraisal services for properties located along the existing river levee where WSAFCA needed to acquire permanent and temporary easement rights to make levee improvements.

#### **Sonoma County Transportation and Public Works**

Wohler Road Bridge Retrofit Project. Steve provided appraisal services for approximately five properties located adjacent to the existing bridge. Acquisitions included fee and easement rights to facilitate bridge improvements.

#### **Ben Franklin Transit**

Steve is providing appraisal services for multiple properties affected by transit projects. Acquisitions typically include fee and easements.

VALUATION & ADVISORY SERVICES / WEST DIVISION



# Bailey Wegener

Appraiser, Sacramento, California

T +1 916 220 6739

E Bailey.Wegener@cbre.com

## Professional Experience

Bailey has experience in customer service, construction, and research. He spent his first two years at CBRE as a research analyst, developing a deep understanding of how to add value through obtaining useful data. His research experience spans among various property types including industrial, office, retail, multi-family residential, single-family residential, mixed-use, and agricultural. Bailey has participated in right of way projects involving highway improvements, sewer improvements, bridge replacements, gas pipelines, electrical transmission, drainage improvements, and levee improvements, among others. These projects typically involved the appraisal of property rights including fee, permanent, and temporary easement acquisitions.

As a member of the Right of Way team for the Western Region, Bailey is primarily responsible for project management, training, research, and appraisal report writing. He has served on teams that completed appraisal assignments in eight states in service to CBRE's valued clients.

## Project Experience

### Alaska Department of Transportation & Public Facilities (AKDOT&PF)

*South Tongass Highway Project:* Bailey conducted detailed research, collaborated with the valuation team, and organized data for the final appraisal reports. Overall, Bailey assisted in appraising 90+ properties in conjunction with the South Tongass Highway Improvement Project. The project will reconstruct roadway and related non-motorized facilities to improve safe movement of vehicle, bicycle and pedestrian traffic on Stedman Street and South Tongass Highway. The existing roadway does not meet current standards, given that the pavement shows varying degrees of distress and failure along the length of the project. The project extends roughly 3 miles.

### Oregon Department of Transportation (ODOT)

*Outer Powell Transportation Safety Project:* Bailey conducted detailed research, collaborated with the valuation team, and organized data for the final appraisal reports. Overall, Bailey assisted in appraising 70+ properties in conjunction with the Outer Powell Transportation Safety Project. The project extends across a 4.3-mile stretch of US Highway 26 (SE Powell Blvd) in east Portland. The safety improvements associated with the project will reduce the frequency and severity of vehicle crashes in the area and help vehicles, pedestrians, transit and bicyclists share the road with fewer conflicts.

*ADA Curb Ramp Pilot Program Project:* Bailey conducted detailed research, collaborated with the valuation team, and organized data for the final appraisal reports. Overall, Bailey assisted in appraising 65+ properties throughout Central Oregon. The purpose of the project was to improve drainage, paving, curb ramps, and roadside development along

## Clients Represented

- Departments of Transportation
- Utilities Companies (Electric and Gas)
- Water Agencies
- Flood Control Agencies
- Counties
- Cities
- Rail Agencies
- Attorneys
- Development Companies
- Private Owners

## Pro Affiliations / Accreditations

- California Certified General Real Estate Appraiser License #3011004
- Idaho Certified General Real Estate Appraiser License #CGA-6144
- CA Real Estate Salesperson License # 02097604
- International Right of Way Association, Chapter 27 (Member #7960965)

## Education

- Bachelor's Degree in Economics, University of California Davis

various highways. The project spans across the following counties: Gilliam, Wasco, Sherman, Jefferson, and Crook.

*OR99E: American Drive to South City Limits Project:* Bailey conducted detailed research, collaborated with the valuation team, and organized data for the final appraisal reports. Overall, Bailey assisted in appraising 20+ properties in Halsey, Oregon. The project will do a combination of repairing and rebuilding the roadway for a smoother ride quality. It will also upgrade the corridor for safer walking/biking and improve stormwater drainage.

*North Interceptor Sewer Line Project:* Bailey conducted detailed research, collaborated with the valuation team, and organized data for the final appraisal reports. The scope of work included the delivery of 5 appraisal reports along Highway 97 in Bend, Oregon. Permanent sewer easement and temporary construction easement rights were ultimately acquired by the city of Bend. The project provided additional capacity to the city's existing sewer infrastructure and replaced portions of the infrastructure in need of repair, in order to handle further business expansion and housing development in the area. The city was able to decommission several regional pump stations as a result of the project, which effectively reduced future ongoing operational costs.

### Sacramento Area Flood Control Agency (SAFCA)

*Natomas Levee Improvement Program (NLIP):* The assignment consisted of approximately 20 appraisal review reports along the Sacramento River. Bailey confirmed the data used in the appraisal reports, checked for any potential inaccuracies, and drafted appraisal review reports. The purpose of the project was to bring the perimeter levee system into compliance with applicable federal and state standards for levees protecting urban areas. The general improvements included widening the existing levee through the construction of an adjacent levee and installing over 3 miles of seepage cutoff wall.

*Sacramento River Ease Levee Improvement Project:* The purpose of the project was to obtain the property rights necessary for completing future levee renovations along the Sacramento River proximate to downtown. The scope of work spanned across 9 appraisal reports, including various properties with existing encumbrances. SAFCA obtained permanent flood control easements in order to construct the levee improvements. Bailey was specifically responsible for data confirmation, report organization, and market analysis.

### Orange County Flood Control District

*Prado Dam Project:* Bailey conducted detailed research, collaborated with the valuation team, and organized data for the final appraisal reports. The scope of work spanned across 7 appraisal reports in Chino Hills, California. The project raised the dam and expanded the potential inundation area to cover all properties below 566 feet above sea level. Permanent flowage easement rights were ultimately acquired by the County in conjunction with the project.

### Stanislaus County Department of Public Works

*7<sup>th</sup> Street Bridge Replacement Project:* Bailey conducted detailed research, collaborated with the valuation team, and organized data for the final appraisal reports. The scope of work spanned across 5 appraisal reports in Modesto, California. The project proposed to replace the 7<sup>th</sup> Street Bridge over the Tuolumne River to correct structural and hydraulic deficiencies, increase capacity and improve safety for vehicles, bikes, and pedestrians.



## Sonoma County Transportation and Public Works Department

*Watmaugh Road Replacement Project:* Bailey conducted detailed research, collaborated with the valuation team, and organized data for the final appraisal reports. The scope of work spanned across 5 appraisal reports in Sonoma, California. The project would replace the existing bridge on Watmaugh Road over Sonoma Creek, given that the existing bridge was determined to be seismically unfit and functionally obsolete.

## Adams County

*Steele Street Improvement Project:* Bailey conducted detailed research, collaborated with the valuation team, and organized data for the final appraisal reports. The scope of work spanned across 6 appraisal reports in Thornton, Colorado. The proposed project would construct a new segment of Steele Street from East 86<sup>th</sup> avenue to East 88<sup>th</sup> Avenue, as well as the associated drainage improvements and the consequential intersection modifications at Welby Road and East 88<sup>th</sup> Avenue.

## State of California Department of Water Resources

*Knights Landing Drainage Infrastructure Improvement Project:* Bailey conducted detailed research, collaborated with the valuation team, and organized data for the final appraisal reports. The scope of work spanned across 4 appraisal reports in Knights Landing, California. The proposed project would construct drainage facility improvements within the town of Knights Landing to improve storm water drainage capacity and alleviate flooding near Railroad Street.

## **SUBJECT PHOTOS**

## Subject Photographs

Note: Photos 1-8 are provided below, as taken by Bailey Wegener on October 10, 2023.



Photo #1: Looking south along Highway 75 – subject on the right



Photo #2: View of proposed acquisition area – Looking north along Highway 75



Photo #3: Looking northwest from Highway 75 toward the subject



Photo #4: View of Lift Tower Lodge Sign on the subject property



Photo #5: View of proposed temporary easement area – Looking west



Photo #6: View of the subject property - looking generally west



Photo #7: View of proposed temporary easement area – Looking north



Photo #8: View of proposed acquisition area - looking southeast

## **ASSESSOR'S VALUATION**



Parcel Number

**RPK4N180180670**

Property Year

**2022**

Legal Description  
 KETCHUM  
 FR SWSW TL 7983  
 SEC 18 4N 18E  
 SURVEY 523394  
 31-4208 EXEMPT

Base Code Area 003-001  
 Incr Code Area 003-014  
 Project Name  
 KETCHUM 003-001

Property Address  
 703 S MAIN ST  
 KETCHUM ID 83340

Parcel Status Active  
 Property Type Real Property  
 Sub Type

Owner/Contact Name  
 BLAINE COUNTY HOUSING AUTHORIT  
 Type OWNER  
 Relationship BUSINESS  
 Owner% HOE 100.00%

Mailing Address  
 PO BOX 4045  
 KETCHUM ID 83340

Land Group  
 KETCHUM TOWNSITE  
 Township Range Section  
 4N 17E 13  
 Location Code EERS  
 Parcel Type  
 Zoning

Associated Parcels  
 None

Building Permits  
 None

Reappraisal Year 2021  
 Inspection Date 03/18/2021  
 Appraiser Initials JMF

Name(s) shortened for printing. Refer to actual instrument(s).

Parcel Exemption: 63-602A 100% FED-STATE-CITY-SCHOOL

CB: No NC: No

Tax Certification District Roll Type Units Amount

Instrument Eff Date Action Source Target Comments  
 626692 05/21/2015 Ownership 2015

SCC	CHARACTERISTIC			ROLLS			ACRES	VALUATION SUMMARY			URBAN RENEWAL	
	Type	Suffix	Description	Assessed	Occupancy	Status	Quantity	Assessed Value	Exemption Amount	Net Taxable Value	Net Taxable Base	Net Taxable Incr
81	LAND			PRIMARY	NO	E	0.680	\$ 0	\$ --	\$ 0	\$ 0	\$ 0
	COMM	1		PRIMARY	NO	E		\$ 0	\$ --	\$ 0	\$ 0	\$ 0
<b>TOTALS:</b>							<b>0.680</b>	<b>\$ 0</b>	<b>\$ --</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>

ROLL STATUS: E Equalized (Final)



## **LEGAL DESCRIPTION**

## **LEGAL DESCRIPTION**

The subject's legal description is provided in the preliminary title report with the addenda of this report.

# ZONING INFORMATION

## ZONING

The subject property is zoned Tourist District (T) by the city of Ketchum. According to the zoning code, the purpose of the Tourist District (T) is to provide the opportunity for high density residential and tourist use, land ownership and development including certain restricted business and personal service establishments in conjunction with such use, which can be justified on the basis of the primary use within the district. Tourist district classifications are intended to be carefully placed in the neighborhood structure to assure the closest possible compatibility with the surrounding uses and development. Dimensional requirements in this zone are designed to complement and enhance the neighborhoods in this zone, and to encourage articulation and quality design in new buildings. The tourist zone contains several distinct areas, including the Entrance Corridor, Second Avenue, River Run, Warm Springs Base Area and Saddle Road.

Permitted uses include the following: Single-family dwellings, multi-family dwellings, retail (not exceeding 2,500 square feet), personal service, repair shop, food service, golf course, public use, recreational facility.

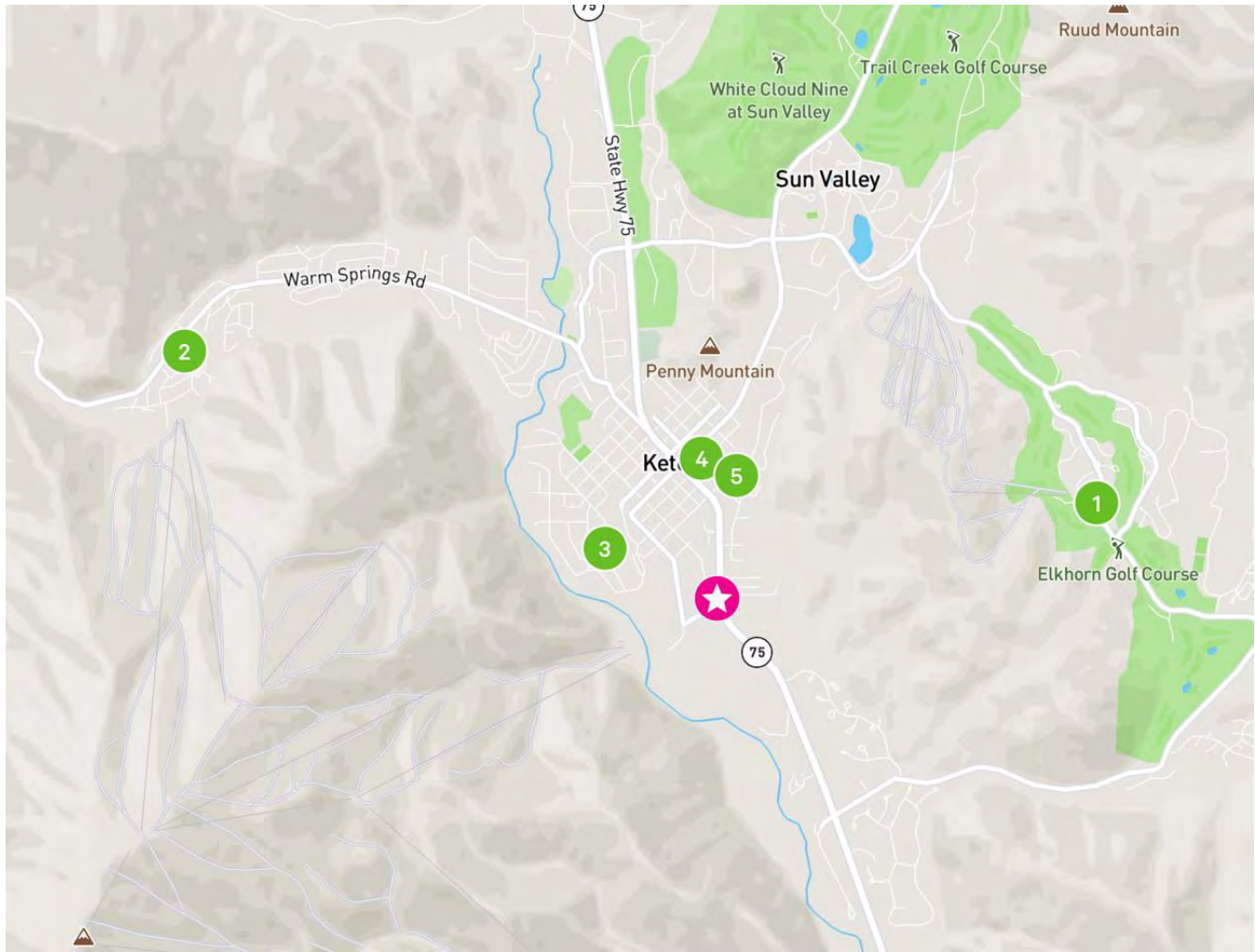
Dimensional standards include the following: 8,000 square feet minimum lot size, maximum building height of 35 feet, maximum gross floor area ratio (FAR) if 0.5, and minimum setback from Highway 75 of 25 feet.

The following chart summarizes the subject's zoning requirements:

<b>ZONING AND LAND USE REGULATIONS</b>	
Jurisdiction	City of Ketchum
Current Zoning	T (Tourist District)
Legally Conforming	Yes
Uses Permitted	Single-Family Residential, Multi-Family Residential, Retail, Personal Service, Repair Shop, Food Service
Zoning Change	Not likely

Source: Planning & Zoning Dept.

## **COMPARABLE SALES LOCATION MAP**



**SUMMARY OF COMPARABLE LAND SALES**

No.	Property Location	Type	Sale Date	Zoning	Actual Sale Price	Adjusted Sale Price*	Size (Acres)	Size (SF)	Price Per SF
1	103 Village Way Sun Valley, ID 83353	Sale	Jul-22	CC (Commercial Center)	\$3,550,327	\$3,550,327	0.87	37,897	\$93.68
2	108-110 Ritchie Drive Ketchum, ID 83340	Sale	Nov-21	T-3000 (Tourist 3000)	\$6,000,000	\$6,000,000	0.82	35,719	\$167.98
3	110 Rember Street Ketchum, ID 83340	Sale	Aug-21	GR-H (General Residential High Density)	\$3,400,000	\$3,400,000	0.42	18,295	\$185.84
4	200 N Leadville Ave Ketchum, ID 83340	Sale	Jul-21	CC (Community Core)	\$1,610,000	\$1,610,000	0.13	5,663	\$284.30
5	280 East River Street Ketchum, ID 83340	Sale	Mar-19	T (Tourist District)	\$4,100,000	\$4,120,000	1.05	45,738	\$90.08
Subject	703 S Main St, Ketchum, ID 83340		---	T (Tourist District)	---		0.68	29,664	---

\*Adjusted sale price for cash equivalency and/or development costs (where applicable)

Compiled by CBRE

## **COMPARABLE SALES PHOTOS**

COMPARABLE #1 PHOTO - TAKEN BY BAILEY WEGENER ON 10/9/2023





COMPARABLE #2 PHOTO - TAKEN BY BAILEY WEGENER ON 10/9/2023



COMPARABLE #3 PHOTO - TAKEN BY BAILEY WEGENER ON 10/9/2023



COMPARABLE #4 PHOTO - TAKEN BY BAILEY WEGENER ON 10/9/2023



# **PRELIMINARY TITLE REPORT**



## Lot Book Report – Full Search

File No.: 817024

Reference No.:

1. Effective Date: September 19, 2022 7:30AM
2. The estate or interest in the land described or referred to in this Lot Book Report is:  
FEE SIMPLE
3. Title to the estate or interest in the land is at the Effective Date vested in:  
Blaine County Housing Authority, an Independent Body Corporate and Public
4. The land referred to in this Lot Book Report is described as follows:  
See Exhibit A attached hereto and made a part hereof.

Special Exceptions:

1. Said real property is presently assessed as exempt from taxation. Any change in the status thereof either in ownership or otherwise, shall cause a re-assessment of said premises as more fully set forth in section 63-602Y of the Idaho Code.
2. General taxes for the year 2022, which are liens and are not yet due and payable.  
Parcel No.: RPK4N180180670
3. Sewer charges and special assessments, if any, for the City of Ketchum.  
No search made.
4. Rights and claims in and to those portions of said premises lying within the right of ways of ditches, canals, laterals, and roads, including but not limited to South Main Street (also known as State Highway 75).
5. All matters, rights, easements, interests or claims as disclosed by Record of Survey  
Recorded: July 22, 2005  
Instrument No.: [523394](#)  
Deleting or omitting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

End of Exceptions

No liability beyond the amount paid for this report is assumed hereunder, and Pioneer Title is not responsible beyond the amount paid for any errors and omissions contained herein. If you wish additional assurances, please contact Pioneer Title for further information as to the availability and cost of additional protection.


by:   
Tyler Gunstream

EXHIBIT A

TOWNSHIP 4 NORTH, RANGE 18 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO

Section 18: A parcel of land within the Southwest Quarter of the Southwest Quarter more particularly described as follows:

Commencing at a Brass Cap marking the Section Corner common to Sections 13 and 24, T4N, R17E, B.M. and Sections 18 and 19, T4N, R18E, B.M., Blaine County, Idaho; thence North 89°08'54" East, 1,381.41 feet along the section line common to said Sections 18 and 19 to a Brass Cap Marking the West 1/16 Corner of Sections 18 and 19; thence South 89°08'54" West 84.89 feet along said section line to a point on the westerly boundary of State Highway 75, said point being the TRUE POINT OF BEGINNING; thence continuing along said section line South 89°08'54" West, 172.16 feet; thence leaving said section line North 09°29'55" West, 111.73 feet; thence South 88°49'19" East, 10.21 feet to a 5/8" rebar marking the southwest corner of Westridge Condominiums Phase II, according to the official plat thereof, recorded as Instrument No, 455409, records of Blaine County, Idaho; thence along the boundary of said Westridge Condominiums Phase II by the following courses:  
South 88°49'19" East, 70.79 feet; thence  
North 00°23'59" East, 97.74 feet; thence  
South 88°31'14" East, 105.17 feet to a point on the westerly boundary of said State Highway 75; thence leaving said Westridge Condominiums and along said westerly boundary of State Highway 75 by the following courses:  
South 00°53'38" East 169.94 feet; thence  
31.11 feet along a curve to the left, said curve having a central angle of 02°22'39", a radius of 749.68 feet and a chord length of 31.10 feet that bears South 02°04'57" East to the TRUE POINT OF BEGINNING.



Parcel Number

**RPK4N180180670**

Property Year

**2022**

Legal Description  
 KETCHUM  
 FR SWSW TL 7983  
 SEC 18 4N 18E  
 SURVEY 523394  
 31-4208 EXEMPT

Base Code Area 003-001  
 Incr Code Area 003-014  
 Project Name  
 KETCHUM 003-001

Property Address  
 703 S MAIN ST  
 KETCHUM ID 83340

Parcel Status Active  
 Property Type Real Property  
 Sub Type

Owner/Contact Name Type Relationship Owner% HOE  
 BLAINE COUNTY HOUSING AUTHORIT OWNER BUSINESS 100.00%

Mailing Address  
 PO BOX 4045  
 KETCHUM ID 83340

Land Group  
 KETCHUM TOWNSITE  
 Township Range Section  
 4N 17E 13  
 Location Code EERS  
 Parcel Type  
 Zoning

Associated Parcels  
 None

Building Permits  
 None

Reappraisal Year 2021  
 Inspection Date 03/18/2021  
 Appraiser Initials JMF

Name(s) shortened for printing. Refer to actual instrument(s).

Parcel Exemption: 63-602A 100% FED-STATE -CITY-SCHOOL

CB: No NC: No

Tax Certification District Roll Type Units Amount

Instrument Eff Date Action Source Target Comments  
 626692 05/21/2015 Ownership 2015

SCC	CHARACTERISTIC			ROLLS			ACRES	VALUATION SUMMARY			URBAN RENEWAL	
	Type	Suffix	Description	Assessed	Occupancy	Status	Quantity	Assessed Value	Exemption Amount	Net Taxable Value	Net Taxable Base	Net Taxable Incr
81	LAND			PRIMARY	NO	E	0.680	\$ 0	\$ --	\$ 0	\$ 0	\$ 0
	COMM	1		PRIMARY	NO	E		\$ 0	\$ --	\$ 0	\$ 0	\$ 0
<b>TOTALS:</b>							<b>0.680</b>	<b>\$ 0</b>	<b>--</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>

ROLL STATUS: E Equalized (Final)





**BLAINE COUNTY TREASURER**

**JOHN DAVID DAVIDSON**

219 1ST AVE SOUTH SUITE 102

HAILEY ID 83333

TELEPHONE: (208) 788-5530

**TAX HISTORY**

**PARCEL NUMBER**

**RPK4N180180670**

**LEGAL DESCRIPTION**

KETCHUM  
FR SWSW TL 7983  
SEC 18 4N 18E  
SURVEY 523394  
31-4208 EXEMPT

**PRIMARY PROPERTY ADDRESS**

703 S MAIN ST  
KETCHUM ID 83340

BLAINE COUNTY HOUSING AUTHORITY

PO BOX 4045

KETCHUM ID 83340

<b>BALANCE DUE</b>	INTEREST DATE 08/29/2022
<b>\$</b> -	BALANCE AS OF 08/29/2022 04:48PM
<b>TOTAL</b>	

Year	Roll	Half	Type	Tax	Certification	Late Charge	Fee	Interest*	TOTAL
2021									
2020									
2019									
2018									
2017									
2016									
2015	Primary		Charge	\$ 8,058.68	\$ -	\$ -	\$ -	\$ -	\$ 8,058.68
			Adjustment	\$ -4,945.58	\$ -	\$ -	\$ -	\$ -	\$ -4,945.58
			Payment	\$ -3,113.10	\$ -	\$ -	\$ -	\$ -	\$ -3,113.10
2014	Primary		Charge	\$ 7,892.68	\$ -	\$ 78.93	\$ -	\$ -	\$ 7,971.61
			Adjustment	\$ -	\$ -	\$ -78.93	\$ -	\$ -	\$ -78.93
			Payment	\$ -7,892.68	\$ -	\$ -	\$ -	\$ -	\$ -7,892.68
2013	Primary		Charge	\$ 8,166.60	\$ -	\$ -	\$ -	\$ -	\$ 8,166.60
			Payment	\$ -8,166.60	\$ -	\$ -	\$ -	\$ -	\$ -8,166.60
2012	Primary		Charge	\$ 8,020.76	\$ -	\$ 80.21	\$ -	\$ -	\$ 8,100.97
			Adjustment	\$ -	\$ -	\$ -80.21	\$ -	\$ -	\$ -80.21
			Payment	\$ -8,020.76	\$ -	\$ -	\$ -	\$ -	\$ -8,020.76
2011	Primary		Charge	\$ 8,442.20	\$ -	\$ -	\$ -	\$ -	\$ 8,442.20
			Payment	\$ -8,442.20	\$ -	\$ -	\$ -	\$ -	\$ -8,442.20
2010	Primary		Charge	\$ 9,162.56	\$ -	\$ -	\$ -	\$ -	\$ 9,162.56
			Payment	\$ -9,162.56	\$ -	\$ -	\$ -	\$ -	\$ -9,162.56
2009	Primary		Charge	\$ 10,371.00	\$ -	\$ 103.71	\$ -	\$ -	\$ 10,474.71
			Adjustment	\$ -	\$ -	\$ -103.71	\$ -	\$ -	\$ -103.71
			Payment	\$ -10,371.00	\$ -	\$ -	\$ -	\$ -	\$ -10,371.00
2008	Primary		Charge	\$ 10,406.86	\$ -	\$ -	\$ -	\$ -	\$ 10,406.86
			Payment	\$ -10,406.86	\$ -	\$ -	\$ -	\$ -	\$ -10,406.86
2007	Primary		Charge	\$ 10,094.52	\$ -	\$ -	\$ -	\$ -	\$ 10,094.52
			Payment	\$ -10,094.52	\$ -	\$ -	\$ -	\$ -	\$ -10,094.52
2006	Primary		Charge	\$ 7,096.10	\$ -	\$ -	\$ -	\$ -	\$ 7,096.10
			Payment	\$ -7,096.10	\$ -	\$ -	\$ -	\$ -	\$ -7,096.10
2005	Primary		Charge	\$ 6,214.48	\$ -	\$ -	\$ -	\$ -	\$ 6,214.48
			Payment	\$ -6,214.48	\$ -	\$ -	\$ -	\$ -	\$ -6,214.48
2004	Primary		Charge	\$ 5,889.62	\$ -	\$ -	\$ -	\$ -	\$ 5,889.62
			Payment	\$ -5,889.62	\$ -	\$ -	\$ -	\$ -	\$ -5,889.62

Year	Roll	Half	Type	Tax	Certification	Late Charge	Fee	Interest*	TOTAL
2003	Primary		Charge	\$ 6,226.20	\$ -	\$ -	\$ -	\$ -	\$ 6,226.20
			Payment	\$ -6,226.20	\$ -	\$ -	\$ -	\$ -	\$ -6,226.20
2002	Primary		Charge	\$ 6,036.92	\$ -	\$ -	\$ -	\$ -	\$ 6,036.92
			Payment	\$ -6,036.92	\$ -	\$ -	\$ -	\$ -	\$ -6,036.92
2001	Primary		Charge	\$ 5,511.60	\$ -	\$ -	\$ -	\$ -	\$ 5,511.60
			Payment	\$ -5,511.60	\$ -	\$ -	\$ -	\$ -	\$ -5,511.60
2000	Primary		Charge	\$ 5,704.66	\$ -	\$ -	\$ -	\$ -	\$ 5,704.66
			Payment	\$ -5,704.66	\$ -	\$ -	\$ -	\$ -	\$ -5,704.66
1999	Primary		Charge	\$ 3,948.06	\$ -	\$ -	\$ -	\$ -	\$ 3,948.06
			Payment	\$ -3,948.06	\$ -	\$ -	\$ -	\$ -	\$ -3,948.06
1998	Primary		Charge	\$ 3,638.54	\$ -	\$ -	\$ -	\$ -	\$ 3,638.54
			Payment	\$ -3,638.54	\$ -	\$ -	\$ -	\$ -	\$ -3,638.54
1997	Primary		Charge	\$ 3,499.76	\$ -	\$ -	\$ -	\$ -	\$ 3,499.76
			Payment	\$ -3,499.76	\$ -	\$ -	\$ -	\$ -	\$ -3,499.76
1996	Primary		Charge	\$ 3,088.30	\$ -	\$ -	\$ -	\$ -	\$ 3,088.30
			Payment	\$ -3,088.30	\$ -	\$ -	\$ -	\$ -	\$ -3,088.30
1995	Primary		Charge	\$ 3,264.50	\$ -	\$ 32.65	\$ -	\$ -	\$ 3,297.15
			Payment	\$ -3,264.50	\$ -	\$ -32.65	\$ -	\$ -	\$ -3,297.15
1994	Primary		Charge	\$ 3,276.88	\$ -	\$ -	\$ -	\$ -	\$ 3,276.88
			Payment	\$ -3,276.88	\$ -	\$ -	\$ -	\$ -	\$ -3,276.88
1993	Primary		Charge	\$ 3,112.38	\$ -	\$ -	\$ -	\$ -	\$ 3,112.38
			Payment	\$ -3,112.38	\$ -	\$ -	\$ -	\$ -	\$ -3,112.38
1992	Primary		Charge	\$ 3,278.80	\$ -	\$ -	\$ -	\$ -	\$ 3,278.80
			Payment	\$ -3,278.80	\$ -	\$ -	\$ -	\$ -	\$ -3,278.80



**BLAINE COUNTY TREASURER**

**JOHN DAVID DAVIDSON**

219 1ST AVE SOUTH SUITE 102

HAILEY ID 83333

TELEPHONE: (208) 788-5530

**TAX MASTER INQUIRY**

**PARCEL NUMBER**

**RPK4N180180670**

**TAX CODE AREA**

003-001

**LEGAL DESCRIPTION**

KETCHUM  
FR SWSW TL 7983  
SEC 18 4N 18E  
SURVEY 523394  
31-4208 EXEMPT

**PRIMARY PROPERTY ADDRESS**

703 S MAIN ST  
KETCHUM ID 83340

BLAINE COUNTY HOUSING AUTHORITY  
PO BOX 4045  
KETCHUM ID 83340

<b>BALANCE DUE</b>	INTEREST DATE 08/29/2022
<b>Paid in Full</b>	BALANCE AS OF 08/29/2022 4:48 pm
TOTAL	

**Tax Year Assessment Roll**

**Bill Number: 361731**

<b>2021 PRIMARY</b>	<b>FIRST HALF</b>	<b>SECOND HALF</b>	<b>FULL YEAR</b>
<b>TAX / CERTIFICATION</b>			
Charges	\$ 0	\$ 0	\$ 0
Adjustments	\$ 0	\$ 0	\$ 0
Payments	\$ 0	\$ 0	\$ 0
<b>LATE CHARGE</b>			
Charges/Adjustments	\$ 0	\$ 0	\$ 0
Payments	\$ 0	\$ 0	\$ 0
<b>FEES</b>			
Charges/Adjustments	\$ 0	\$ 0	\$ 0
Payments	\$ 0	\$ 0	\$ 0
<b>INTEREST</b>			
Charges/Adjustments	\$ 0	\$ 0	\$ 0
Payments	\$ 0	\$ 0	\$ 0
<b>AMOUNT DUE</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>

**VALUATION**

**TAXABLE VALUE: \$ 0**

**CHARGES**

**Tax Code Area: 003-001 Levy: 0.004906505**

**Tax Charge: \$ 0**

**Certifications: \$ 0**

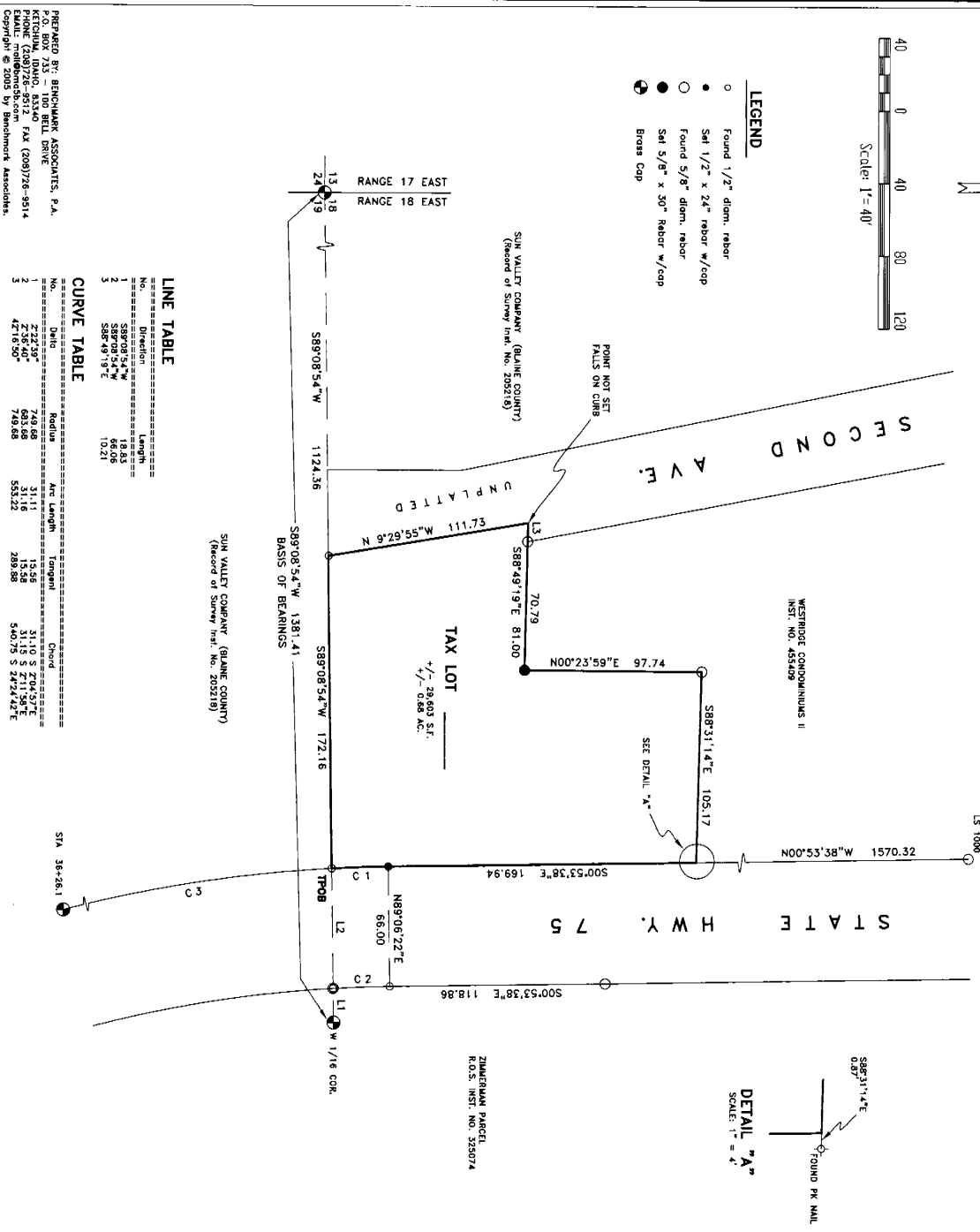
**TOTAL CHARGES: \$ 0**

# Record of Survey : LIFT TOWER LODGE

Within: SEC. 18, T4N, R18E, BOISE MERIDIAN  
 KETCHUM BLAINE COUNTY IDAHO

JULY 2005

A Survey of Tax Lot 3101.



**COUNTY RECORDER'S CERTIFICATE:**  
 STATE OF IDAHO  
 COUNTY OF BLAINE  
 THIS IS TO CERTIFY THAT THE FOREGOING RECORD OF SURVEY WAS FILED IN THE OFFICE OF THE RECORDER OF BLAINE COUNTY, IDAHO ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2005, AND DULY RECORDED IN RECORD OF SURVEYS. Instrument # 5233394  
 EX-OFFICIO RECORDER: \_\_\_\_\_  
 Recorder for BLAINE COUNTY TITLE  
 Blaine County Recorder's Office, P.O. Box 300  
 Ketchum, Idaho 83701

**SURVEYOR'S CERTIFICATE:**  
 I DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF IDAHO AND THAT THIS MAP IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY MADE BY ME OR UNDER MY SUPERVISION AND THAT IT IS IN CONFORMANCE WITH THE IDAHO STATE CODE.  
 SURVEYOR: \_\_\_\_\_  
 DATE: 7/21/05

**RECORD OF SURVEY FOR:**  
**LIFT TOWER LODGE**  
 LOCATED WITHIN:  
 TOWNSHIP 4 NORTH, RANGE 18 EAST,  
 SECTION 18, B.M., BLAINE COUNTY, IDAHO  
 PREPARED FOR: THE CROY GROUP  
 A RECORD OF SURVEY PLOT BY: CPL DWG FILE: 05183R05.DWG  
 PROJECT NO. 05183 SHEET: 1 OF 1

4345

PREPARED BY: BENCHMARK ASSOCIATES, P.A.  
 P.O. BOX 733 - 100 BELL DRIVE  
 KETCHUM, IDAHO 83701  
 PHONE: (208)726-8932 FAX: (208)726-8914  
 EMAIL: info@benchmark.com  
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## **LEGAL DESCRIPTION - ACQUISITION**

Idaho Transportation Department..... June 30, 2023  
SH-75, Elkhorn Rd to River St..... Assessor’s Parcel No. RPK4N180180670  
Project No. A020(033) (PMX# 314-4006-071) ..... Parcel ID No. 52313  
ITD Key No. 20033 .....

**PARCEL NO. 50**

**FEE ACQUISITION**

A parcel of land located in the Southwest One Quarter of Section 18, Township 4 North, Range 18 East, Boise Meridian, City of Ketchum, Blaine County, Idaho, being more particularly described as follows:

Commencing at the Southwest Corner of said Section 18, thence, following the southerly line of said Section 18, North 89°21’57” East a distance of 1,296.59 feet to a point on the westerly right-of-way line of State Highway No. 75, Project Station 1457+32.84, 33.00 feet left, and the **POINT OF BEGINNING**.

Thence following said southerly line, South 89°21’57” West a distance of 9.51 feet, Project Station 1457+33.22, 42.50 feet left;

Thence leaving said southerly line, 31.10 feet along a curve to the right, said curve having a radius of 759.18 feet, a central angle of 2°20’50”, a chord bearing of North 1°50’53” West, and a chord distance of 31.10 feet, Project Station 1457+62.58, 42.50 feet left;

Thence North 0°40’28” West a distance of 169.96 feet to a point on the southerly line of Westridge condominiums Phase II, according to the official plat thereof, records of Blaine County, Idaho, Project Station 1459+32.54, 42.50 feet left;

Thence following said southerly line, South 88°12’52” East a distance of 9.51 feet to a point on the said westerly right-of-way line of State Highway No. 75, Project Station 1459+32.13, 33.00 feet left;

Thence following said westerly right-of-way line, South 0°40’28” East a distance of 169.55 feet, Project Station 1457+62.58, 33.00 feet left;

Thence following said westerly right-of-way line, 31.11 feet along a curve to the left, said curve having a radius of 749.68 feet, a central angle of 2°22’39”, a chord bearing of South 1°51’48” East, and a chord distance of 31.10 feet to the **POINT OF BEGINNING**.

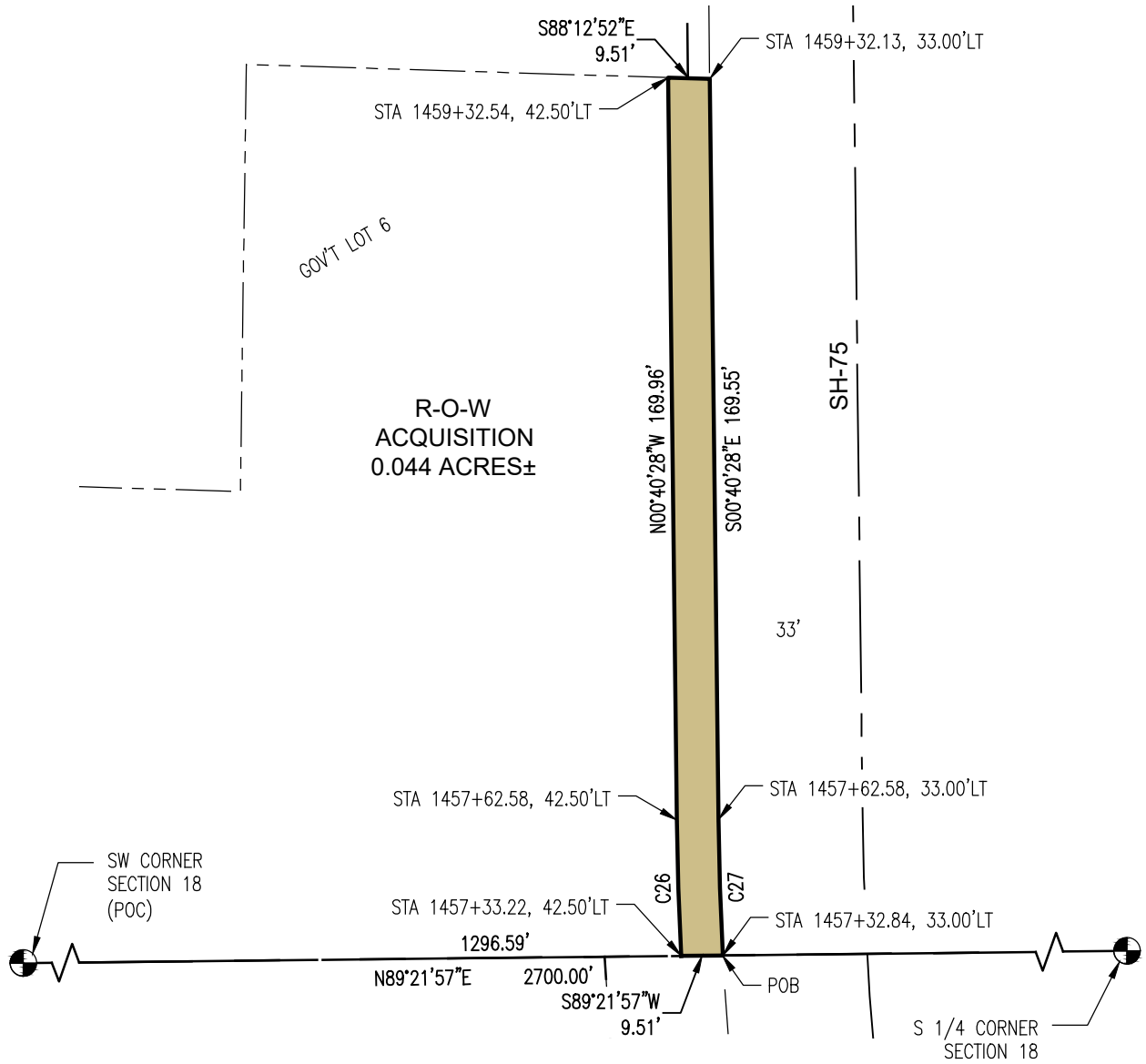
The above-described parcel contains 1,908 square feet (0.044 acres), more or less.

Project Station: 1457+33.22 to 1459+32.54

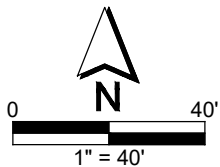


7/19/2023

**EXHIBIT MAP**  
**PARCEL 50 FEE ACQUISITION**  
**SECTION 18, TOWNSHIP 4N, RANGE 18E, B.M.**  
**BLAINE COUNTY, IDAHO**  
**2023**



Curve Table					
Curve No.	Length	Radius	Delta	Chord Bearing	Chord Distance
C26	31.10'	759.18'	2°20'50"	N01°50'53"W	31.10'
C27	31.11'	749.68'	2°22'39"	S01°51'48"E	31.10'



PROJECT: SH-75, ELKHORN RD TO RIVER ST

PARCEL NO. 50

DATE: JUNE 30, 2023

**Parametrix**

ENGINEERING . PLANNING . ENVIRONMENTAL SCIENCES

7761 W RIVERSIDE DRIVE, SUITE 201 | BOISE, ID 83714  
P 208.898.0012  
WWW.PARAMETRIX.COM

**PROPERTY OWNER RIGHTS FORM**



**PROPERTY OWNER  
ADVICE OF RIGHTS**

**In accordance with Idaho Code 7-711A, 7-711, and 54-4105(5)**

(1) The State of Idaho, Idaho Transportation Board, by and through the Idaho Transportation Department (State) has the power under the constitution and the laws of the state of Idaho and the United States to take private property for public use. This power is generally referred to as the power of "eminent domain" or condemnation. The power can only be exercised when:

- a) The property is needed for a public use authorized by Idaho law;
- b) The taking of the property is necessary to such use;
- c) The taking must be located in the manner which will be most compatible with the greatest public good and the least private injury.

(2) The State must negotiate with the property owner in good faith to purchase the property sought to be taken and/or to settle with the owner for any other damages which might result to the remainder of the owner's property.

(3) The owner of private property to be acquired by the State is entitled to be paid for any diminution in the value of the owner's remaining property which is caused by the taking and the use of the property taken proposed by the condemning authority. This compensation, called "severance damages," is generally measured by comparing the value of the property before the taking and the value of the property after the taking. Damages are assessed according to Idaho Code.

(4) The value of the property to be taken is to be determined based upon the highest and best use of the property.

(5) If the negotiations to purchase the property and settle damages are unsuccessful, the property owner is entitled to assessment of damages from a court, jury or referee as provided by Idaho law.

(6) The owner has the right to consult with an appraiser of the owner's choosing at any time during the acquisition process at the owner's cost and expense.

(7) The State shall deliver to the owner, upon request, a copy of all appraisal reports concerning the owner's property prepared by the State. Once a complaint for condemnation is filed, the Idaho rules of civil procedure control the disclosure of appraisals.

(8) In some cases authorized by Idaho Code a value estimate can be substituted for an appraisal. A value estimate is an accepted and legally approved method to value property when the compensation for the requirement is \$10,000 or less. All value estimates are reviewed and approved by an Idaho certified general real estate appraiser. A value estimate must be provided to an owner. If an owner does not accept a value estimate, he is entitled to an appraisal by an agent of the Idaho Transportation Department. Requests for an appraisal in lieu of a value estimate should be submitted to the Idaho Transportation Department within 35 days of receipt of this notice and sent to: Idaho Transportation Department, Right of Way Section, Attn: Appraisal Coordinator, P.O. Box 7129, Boise, Idaho 83707.

(9) The owner has the right to consult with an attorney at any time during the acquisition process. In cases in which the State condemns property and the owner is able to establish that just compensation exceeds the last amount timely offered by the State by ten percent (10%) or more, the condemning authority may be required to pay the owner's reasonable costs and attorney's fees. The court will make the determination whether costs and fees will be awarded.

(10) The form contemplated by this section shall be deemed delivered by United States certified mail, postage prepaid, addressed to the person or persons shown in the official records of the county assessor as the owner of the property. A second copy will be attached to the appraisal at the time it is delivered to the owner.

(11) If the State desires to acquire property pursuant to this chapter, the State or any of its agents or employees shall not give the owner any timing deadline as to when the owner must respond to the initial offer which is less than thirty (30) days. A violation of the provisions of this subsection shall render any action pursuant to this chapter null and void.

(12) Nothing in this section changes the assessment of damages set forth in section 7-711, Idaho Code.

(13) If a business has been in existence for five years or more and is owned by a party whose lands are being condemned and the business is located on those lands or upon adjoining lands owned or held by the same party, then the owner of the business may be entitled to damages to the business. (A tenant, business owner does not qualify.) A business owner has the right to consult with an attorney.

The business owner has the burden of making a claim by sending it certified mail return receipt requested to the Idaho Transportation Department, Legal Section, P.O. Box 7129, Boise, Idaho 83703 no later than 90 days after service of the summons and complaint for condemnation on the property owner. The business damages claim must be clearly segregated from a claim for property damages and cannot duplicate damages paid for land or for severance damages. The business owner, a CPA, or a business damage expert, must prepare the claim. The claim must include an explanation of the nature, extent and monetary amount of damages and be supported by copies of federal and state income tax returns, state sales tax returns, balance sheets, profit and loss statements and any other records relied upon for five preceding years.

No business damages will be awarded if the loss can reasonably be prevented by a relocation of the business or by taking steps that a reasonably prudent person would take. No business damages will be paid for temporary business interruption due to construction.

# ITD PROPERTY ACQUISITION

## Your Rights as a Property Owner

This information brochure has been prepared by the Idaho Transportation Department to help explain the acquisition process under the eminent domain laws.

All governments should serve the public welfare. To meet this responsibility, it is sometimes necessary for governments to acquire private lands in order to accommodate public projects. The authority to procure privately-owned property for public use is an inherent power of government known as "eminent domain."

The framers of the U.S. Constitution guarded against abusing this power with the 5<sup>th</sup> amendment which states "nor shall private property be taken for public use without just compensation." Just compensation is usually defined as the amount of loss for which a property owner is compensated when property is taken.

We wish it were possible to locate a transportation facility to serve everyone who needs it without causing inconvenience for you, your neighbors, or local business concerns. Your concerns are important to us. We will do everything we can to hold any disruptions and other impacts of the project to a minimum. Thank you for taking the time to read this brochure. We appreciate your understanding and cooperation.

### What is the policy of the Idaho Transportation Department for acquiring property?

This pamphlet explains to you, as an individual affected by the acquisition of your property for a public improvement project, the policies and provisions of the Uniform Relocation Assistance and Real Property Acquisitions Policies Act. This Act protects your interests. In addition, all actions taken by the Idaho Transportation Department (ITD) must be in compliance with the nondiscrimination requirements of Title VI of the Civil Rights Act of 1964.

The following areas are covered in this brochure:

- What rights you have as a property owner under Idaho Law;
- ITD's policies and practices for real property acquisitions;
- How tenant-owned buildings, structures, and improvements are acquired;
- What incidental expenses are reimbursed prior to the transfer of property title;
- What court costs may be reimbursed.

### How are decisions made?

When a new roadway is being proposed or substantial improvements to an existing highway are needed, certain steps are taken. The professional staff of ITD study the proposed improvement by evaluating:

- a. The physical characteristics of the roadways such as pavement conditions, roadway width, curves, hills, how far a driver can see down the highway.
- b. Environmental concerns including impacts to wetlands, wildlife, schools, water and sewer service, air and water quality and noise pollution;
- c. Current traffic and future traffic needs;
- d. Accident records.

### Vital role of public comment

Public comment is an especially critical step in reaching decisions. ITD actively seeks the public's advice throughout the planning, designing, construction and operation of a project through meetings, hearings and other efforts.

### Who makes the final decision?

From this process, the professional staff of ITD makes a recommendation for the route of a new highway or the extent of needed improvements to the Idaho Transportation Board.

The seven-member citizen Idaho Transportation Board meets once a month to oversee the operations of ITD, establish policies and prioritize and find transportation projects. The Idaho Transportation Board meets six times a year in Boise and six times across the state. The governor appoints the board members, who are confirmed by

the Idaho Senate. Six members represent different geographical areas of the state and the seventh member is selected by the governor to serve as chairman.

Nine advisory boards and committees also make recommendations to ITD.

### **What are my rights if ITD requires some or all of my property?**

When ITD begins negotiations to acquire property, it will provide the owner a written summary of their rights. If such written summary is not provided, there will be a presumption that any sale or contract entered into between ITD and the owner was not voluntary. The summary will provide essentially the following information:

ITD, as well as other state and local government entities:

1. Have the power under the Constitution and the laws of the State of Idaho and the United States to take private property for public use. This power is referred to as the power of eminent domain or condemnation. The power can only be exercised when:

- The property is needed for a public use authorized by Idaho law;
- The taking of the property is necessary to such use;
- The taking must do the greatest public good and the least private injury.

2. ITD must negotiate with the owner in good faith to purchase the property or to settle with the owner for other damages that might result to the remainder of the property.

3. The owner is entitled to be paid for any reduction in the value or use of the remaining property caused by the taking. This compensation, called severance damages, is generally measured by comparing the value of the property before the taking and the value of the property after the taking. Damages are assessed according to Idaho Code.

4. The value of the property is based upon the highest and best use of the property.

5. If negotiations to purchase the property and settle damages are unsuccessful, the owner is entitled to an assessment of damages from a court, jury or referee as provided by Idaho law.

6. The owner has the right to consult with an appraiser of his/her choosing at any time during the acquisition process at the owner's cost and expense.

7. ITD must deliver to the owner, upon request, a copy of all appraisal reports obtained by it concerning the property.

If a complaint for condemnation is filed, the Idaho rules of procedure control the disclosure of the appraisals.

8. An owner has the right to consult with an attorney at any time during the acquisition process. In cases in which ITD condemns property and the owner is able to establish that just compensation exceeds the last amount offered by 10 percent or more, ITD may be required to pay the owner's reasonable costs and attorney's fees. The court will make the determination whether costs and fees will be awarded.

9. The advice of rights form ("Property Owner Advice of Rights") will be delivered by trackable mail, such as certified or express delivery mail, addressed to the persons or person shown in the official records of the county assessor as the owner of the property. Such form will also be provided with the appraisal when the appraisal is delivered to the owner.

10. An owner can take up to 30 days to respond to the initial offer given by ITD.

11. If a business has been in existence for five years or more and is owned by a party whose lands are being condemned and the business is located on those lands or upon adjoining lands owned or held by the same party, the owner of the business may be entitled to damages to the business. (A tenant business owner does not qualify and no business damage will be paid for a temporary interruption of business due to construction.) The business owner has the right to consult with an attorney and must file a claim with ITD to be eligible for the benefit.

If a business owner intends to claim business damage, the owner must submit a written business damage claim within ninety (90) days after service of a summons and complaint for condemnation. The business damage claim must include an explanation of the nature, extent, and monetary amount of such claimed damages and must be prepared by the owner, a certified public

accountant, or a business damage expert familiar with the nature of the operations of the business.

The business owner must provide copies of the business records that substantiate the good faith offer to settle the business damage claim. The business damage claim must be clearly segregated from the claim for property damages. "Business records" includes, but is not limited to, copies of federal and state income tax returns, state and sale tax returns, balance sheets, and profit and loss statements for the five (5) years proceeding which are attributed to the business operation on the property to be acquired, and the records relied upon by the business owner that substantiate the business damage claim.

### **Help with moving**

If you have to move because your home was purchased, or if you must relocate your business or farm operation, you must be given at least 90 days' notice. If you have to move from your home, a comparable home must be made available for you to move into.

You are not required to leave your property until:

- You have been paid the agreed purchase price;
- An amount at least equal to ITD's appraised value of your property is deposited with the court for your use; or the award resulting from a condemnation proceeding is deposited with the court.

After ITD has acquired your property, it may decide to rent it. The rent that ITD may charge you or another tenant must not exceed the fair market value. The lease may also include a termination provisions.

### **How is the property appraisal performed?**

An appraisal of your real property is to be made before negotiations start. (*Real property is defined as the rights and interests, possessed in the land and generally whatever is erected, or growing upon, or affixed to, land*). You, or a representative you designate, must be given the opportunity to accompany the appraiser on his or her inspection. This allows you to point out any unusual or hidden features on the property. Instead of an appraisal, a

value estimate may be made on property where the portion required has an estimated value of less than \$10,000. If a value estimate is performed, you have the right to request and receive an appraisal of your property.

In preparing the appraisal, the appraiser may not consider an increase or decrease in the value of your property, prior to the date of valuation, which results from the highway project or the likelihood that your property will be acquired for the project. However, any physical deterioration within your reasonable control will be considered in the valuation of your property. The completed appraisal must be reviewed by a certified general appraiser. Based on a review of the appraisal, ITD will establish the just compensation to be offered for the property.

### **How will negotiations for my property be conducted?**

ITD must make a prompt offer to purchase the property for the full amount it has determined to be just compensation. At the initiation of negotiations, a written statement must be provided to you. This statement must include the amount offered and an explanation of the basis for determining this amount. In cases where only a part of the property is being purchased, the statement must separate the amount of compensation to be paid for the property being acquired and the amount (if any) for damages to the remainder. If the acquisition leaves you with an uneconomic remnant of property, ITD must offer to purchase that uneconomic remnant.

ITD may not take any action that would coerce you into accepting its offer. Prohibited actions include advancing the time of condemnation or postponing the deposit of funds in court for your use.

### **What if I can't reach an agreement with ITD?**

In the majority of instances, ITD and the property owner agree on a fair and equitable price for the land that must be acquired. But sometimes there are differences of opinion about how much a piece of property is worth.

When an agreement cannot be reached, ITD may acquire your property by condemning it through court proceedings. At the court proceedings, you would explain what you believe the property is worth and ITD will do the same. A judge or jury will determine what the property is worth and the amount to be paid to you.

**What if I don't agree with the offered price, but don't want to hold up progress. What are my options?**

If condemnation proceedings are necessary and you are willing to allow ITD to use the needed property, ITD will deposit with the court the amount of just compensation determined based on the appraisal and review. You could have full use of some or all of this money while the judge or jury rules on the case.

**What if I want to donate the needed land?**

You can donate land to ITD so long as it is free of monetary liens. You must be informed of your right to just compensation for the property by appraisal of the property and waive that right.

**What about tenant-owned buildings, structures and improvements?**

ITD is required to pay for property as if it were in a single ownership, and the contributory value of the tenant's improvements will be paid to the tenant. In other words, if you are a tenant who owns the building on land required for a public purpose, you will ordinarily be paid either the fair market value which your building contributes to the real property, or fair market value of the improvement for removal from the real property, whichever is greater.

However, no payment can be made unless the owner of the land involved disclaims all interest in tenant owned improvements. Also, in consideration for payment, you must assign, transfer and release to the acquiring agency all your right, title and interest in and to such improvements.

No provision of this section deprives you of your right to reject payment under this Act and to obtain

payment of just compensation of your property interests as otherwise defined by applicable law.

**What expenses are reimbursable?**

You can be reimbursed for the following expenses:

- Recording fees, transfer taxes and similar expenses incidental to selling your property to ITD;
- Penalty costs for prepayment of an existing mortgage encumbering your property;
- Proportionate share of property taxes you may have paid in advance of the purchase date of your property;

These costs will be paid to you as soon as possible after the property has been purchased or funds are deposited with the court.

**Can I be reimbursed for legal costs?**

If any of four conditions exist, ITD must reimburse you for your expenses including reasonable attorney, appraisal and engineering fees.

Legal fees are reimbursed only under these conditions:

- If ITD starts a condemnation action, but the court decides ITD does not have the authority to acquire your property this way;
- If ITD starts a condemnation action and abandons it;
- If you successfully argue your property has been taken through inverse condemnation; (*inverse condemnation is a legal process by which an owner brings suit against an agency to prove that the agency has taken compensable property rights without payment of just compensation*)
- If the court awards you costs and attorney fees.

## Additional assistance with relocation

ITD realizes that the sale of a home or property to a public agency is often a difficult personal experience.

The policies and provisions of the Uniform Relocation Assistance and Real Property Act of 1970 serve to greatly minimize the problems encountered in property transfers. Every effort will be made to reach an amicable settlement with you by offering as fair a price as you would receive on the open market, and by reimbursing you for your incidental expenses.

You may also be eligible for benefits under the Relocation Assistance Program created by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. These benefits are explained in a brochure titled "Relocation Services", which is available from ITD.

## When will I know something definite?

It is often difficult to give immediate and definite answers to how long the process might take. Each highway project is unique. You may be certain of these things however,

- You will have an opportunity for input while the project is being developed;
- You will not be approached to discuss the sale of your property until the project has been thoroughly analyzed and approved by the Idaho Transportation Board;
- An appraisal will be completed to establish the compensation for your interest.

You may use your property as you wish until the sale or transfer to ITD.

## Where should I call if I have questions?

You may ask questions about the project by contacting the person who sent the offer documents to you and also by contacting the Right of Way office of ITD in Boise.

**Idaho Transportation Department**  
**Headquarters Right of Way**  
P. O. Box 7129 (3311 W. State Street)  
Boise, ID 83707  
Phone: (208) 334-8832

If you have any further questions, you can contact or write a District Engineer in the area of the project:

**District 1** Phone: (208) 772-1200  
600 West Prairie Avenue  
Coeur d'Alene, ID 83815-8767

**District 2** Phone: (208) 799-4200  
PO Box 837 (2600 Frontage Rd)  
Lewiston, ID 83501-0837

**District 3** Phone: (208) 334-8300  
PO Box 8028 (8150 Chinden Blvd.)  
Boise, ID 83707-2028

**District 4** Phone: (208) 886-7800  
PO Box 20-A (216 S. Date Street)  
Shoshone, ID 83352-0820

**District 5** Phone: (208) 239-3300  
PO Box 4700 (5151 South 5<sup>th</sup> Street)  
Pocatello, ID 83205-4700

**District 6** Phone: (208) 745-5600  
206 North Yellowstone  
Rigby, ID 83442-5661

*The Idaho Transportation Department (ITD) is committed to compliance with Title VI of the Civil Rights Act of 1964 and all related regulations and directives. ITD assures that no person shall on the grounds of race, color, national origin, gender, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any ITD service, program, or activity. The department also assures that every effort will be made to prevent discrimination through the impacts of its programs, policies, and activities on minority and low-income populations. In addition, the department will take reasonable steps to provide meaningful access to services for persons with Limited English Proficiency.*

Costs associated with this publication are available from ITD in accordance with the Idaho Code Section 60-202.



**Your Safety • Your Mobility**  
**Your Economic Opportunity**

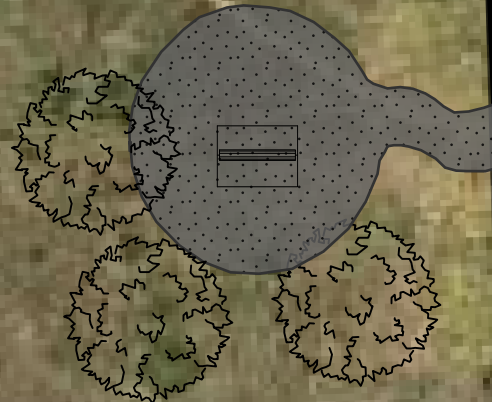


ADA  
Parking

Privacy Screening

18.5'

15'







City of Ketchum

**CITY COUNCIL MEETING AGENDA MEMO**

Meeting Date:	August 5, 2024	Staff Member/Dept:	Jade Riley, Administration & Carissa Connelly, Housing
---------------	----------------	--------------------	---

Agenda Item:	Request for policy direction regarding potential adjustment to short-term lodging Local Option Tax rate to support the Housing budget.
--------------	--

**Recommended Motion:**

Staff is seeking policy direction of whether to proceed with the creation of ballot language and associated ordinance for the November 5 <sup>th</sup> election.
--

**Reasons for Recommendation:**

- |  |
|--|
| <ul style="list-style-type: none"> <li>• The 2022 Local Option Tax housing proposal presented to residents and business owners included a 2% adjustment to short-term lodging. Currently, Ketchum is 1% lower than Sun Valley for lodging.</li> <li>• The city council recently identified the need for additional funding for the deed restriction program.</li> <li>• Staff held a resident/business focus group on July 31 to solicit feedback. Staff will provide an overview during the meeting.</li> </ul> |
|--|

**Policy Analysis and Background:**

The Housing Action Plan calls for investments in ten key areas, ranging from an ownership/preservation program to new construction/acquisition of units (see attached presentation). The current budget assumes full utilization of the existing Local Option Tax funds and In-Lieu Development funds. The city council requested staff engage the community to explore the concept of a 2% increase in short-term lodging to bolster the effectiveness of the initiatives within the plan such as Ownership & Preservation Program.
--

**Sustainability Impact:**

An increase in local housing decreases daily worker commute trips from outside of Ketchum.
--

**Financial Impact:**

None OR Adequate funds exist in account:	A 2% increase in the short-term lodging tax would yield approx. \$745,549 based on current collection trends.
--	---

**Attachments:**

- |  |
|--|
| 1. Presentation from resident/business focus group |
|--|



# 2% ADDITIONAL LOCAL OPTION TAX FOR HOUSING

August 5, 2024



# Ketchum's Housing Action Plan

Adopted May 9, 2022

## PLAN GOALS

1. Produce + preserve housing
2. Update policy to promote housing
3. Expand + improve services to create housing stability
4. Expand + leverage resources
5. Inform, engage + collaborate



[ProjectKetchum.org/housing-matters](https://ProjectKetchum.org/housing-matters)



# WHAT IS THE COMMUNITY HOUSING NEED IN KETCHUM & COUNTYWIDE?



# Projected Need

Ketchum	Historic Growth <i>1% annually</i>	High Growth <i>3% annually</i>
New Households	+224	+546
<b>*Existing Ketchum Households <i>cost-burdened &amp;/or housing unstable</i></b>	436	436
Estimated Need	<b>660</b>	980

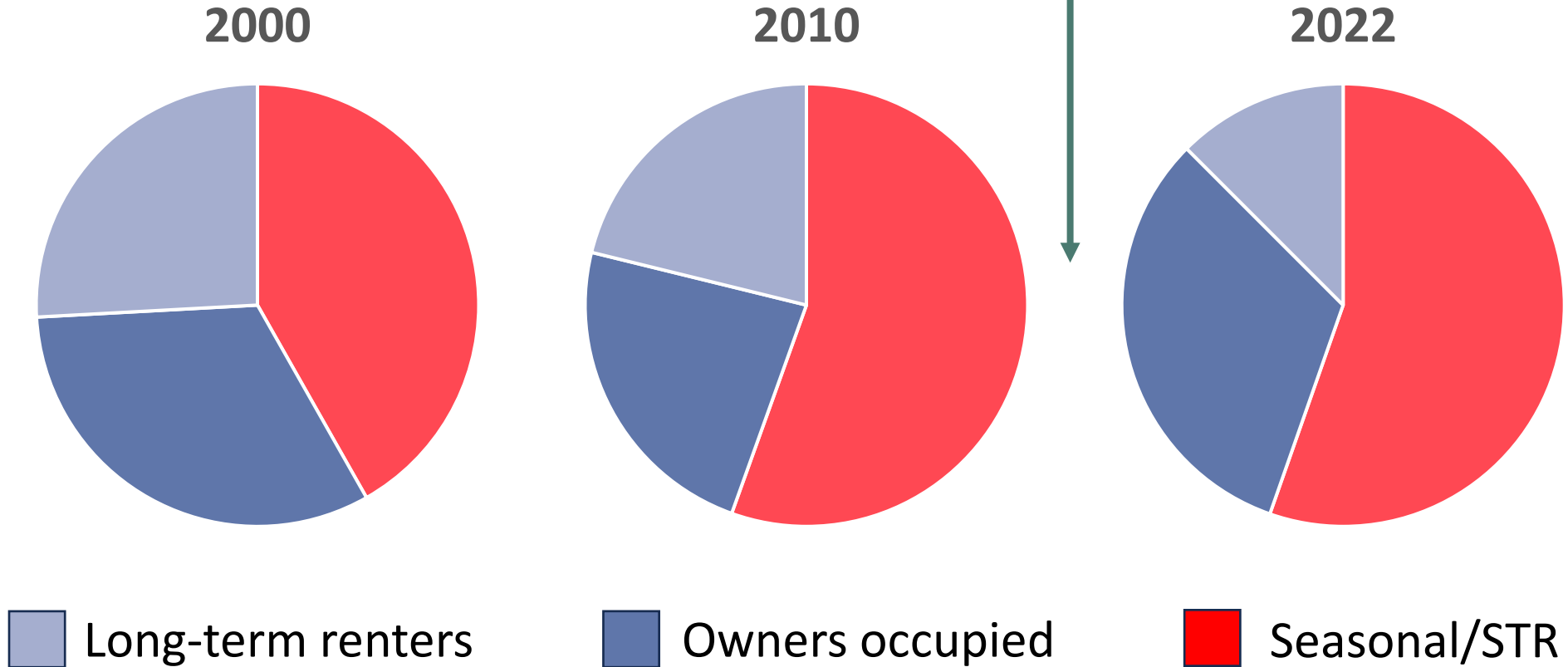
4,700 to 6,400 community homes needed in Blaine County by 2032 through new, converted, or preserved

*\*does not include the 335 lost renter households*



# Ketchum's Housing Breakdown

Ketchum lost 330+ renter households from 2010-2019, becoming a “rental desert.”





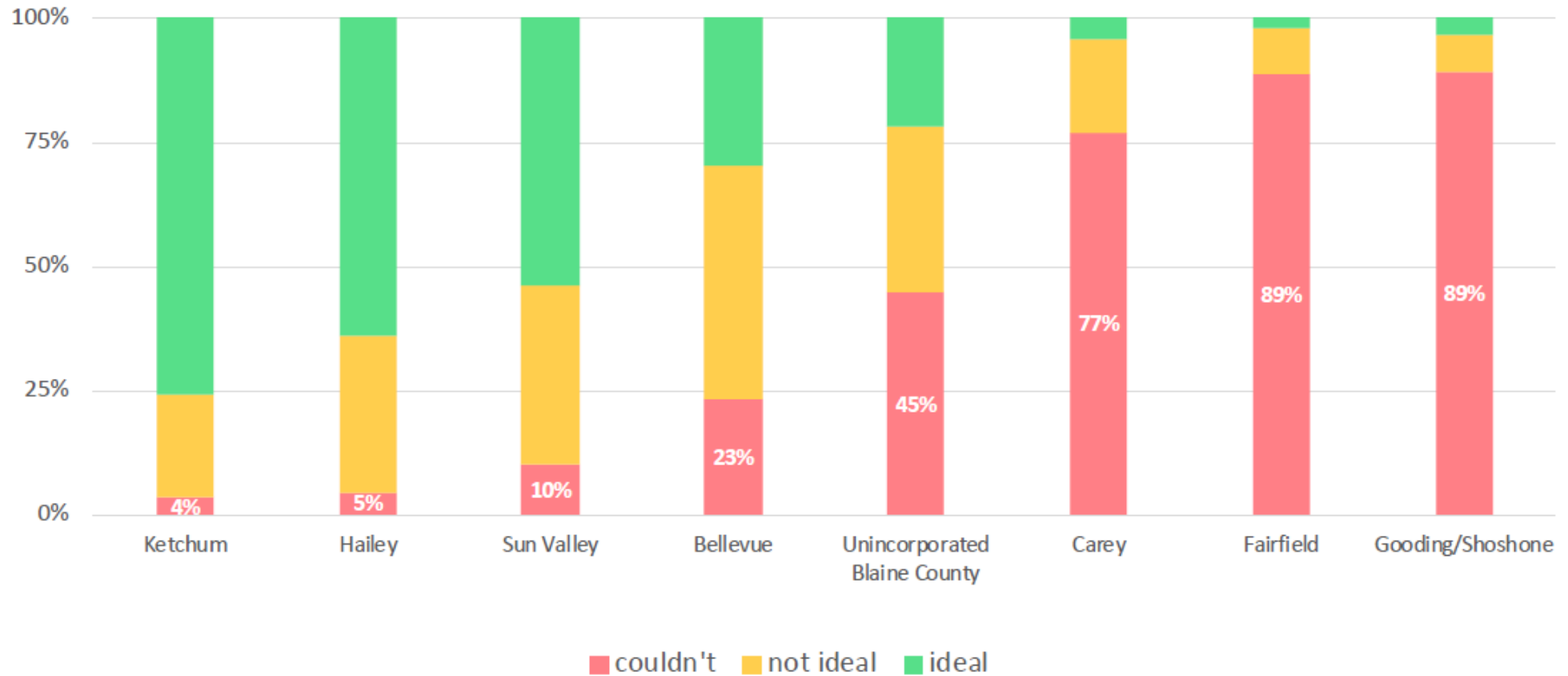
# DO PEOPLE EVEN CARE TO LIVE IN KETCHUM?



# Needs & Preferences | Location

Among people seeking housing,

- Most would leave the community if their only housing option were farther than Bellevue.
- Nearly half would leave if their only housing option were outside the cities.
- Among BCHA's applicants, 30% would not live in south valley.



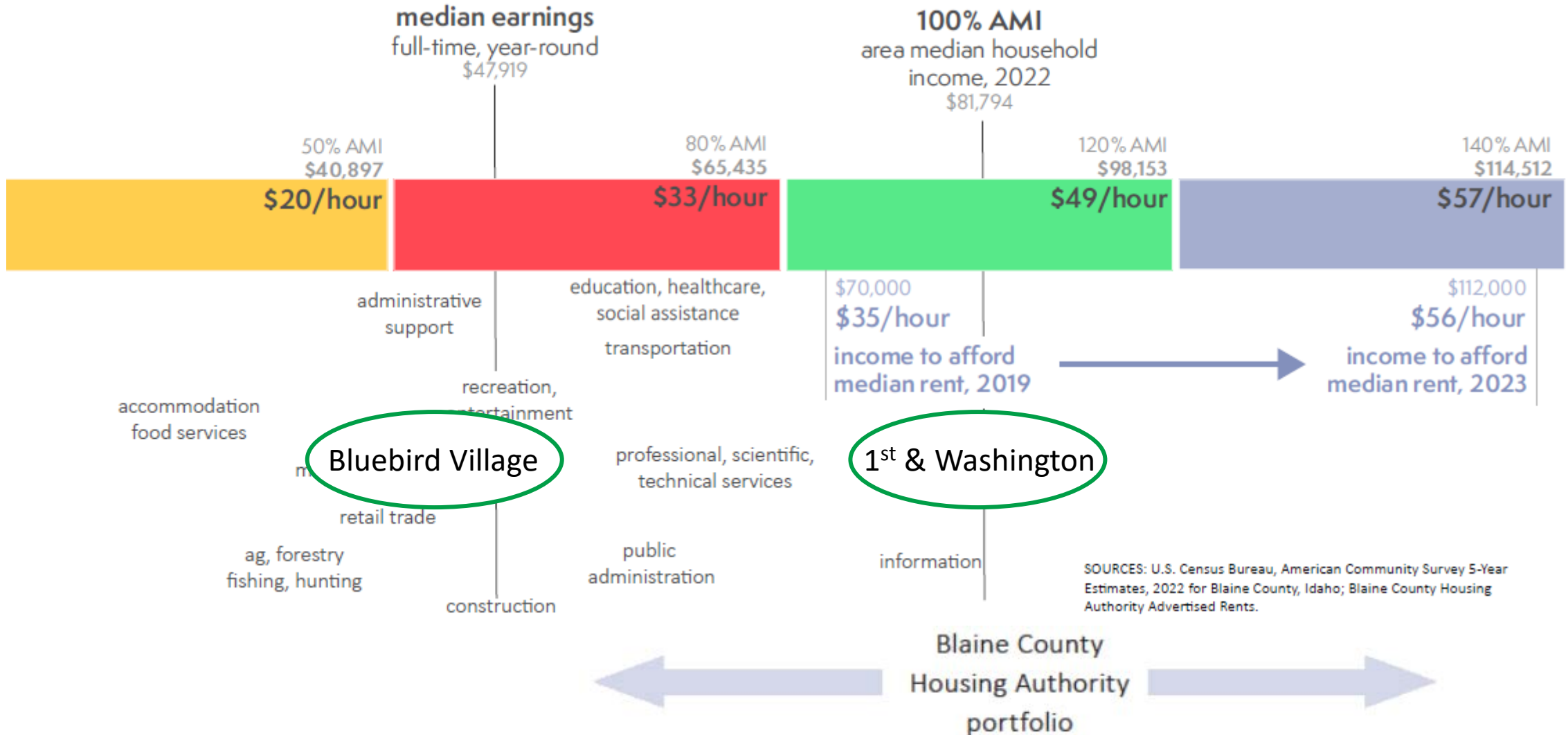




# WHO ARE WE CREATING HOUSING FOR?



# Needs & Preferences | Income





# Prequalified Bluebird Resident Employers

## **CRITICAL SERVICES, PUBLIC WORKERS, ESSENTIALS**

- **Blaine County School District**
- **USPS**
- **St. Luke's Wood River**
- **City of Ketchum**
- Sun Valley Community School
- Wood River YMCA
- Sun Valley Playschool
- Higher Ground
- Habitat Veterinary Hospital
- Sun Valley Animal Center
- Atkinson's Market
- Chateau Drug
- Oasis Stop 'n' Go

## **SERVICES, RESTAURANTS**

- Sawtooth Club
- Apples Bar and Grill
- Sawtooth Brewery
- Ketchum Grill
- Scout Wine and Cheese
- Johnny G's Subshack
- Magic Lantern
- Zenergy
- Visit Sun Valley
- Whiskey's on Main
- Wood River Taxi
- Tacos 208
- WaFd Bank
- Housekeepers
- The Tanning Co
- Ketchum Chiropractic

## **CONSTRUCTION, MAINTENANCE**

- Hydronics heating, plumbing
- Conrad Brothers Construction
- Interior Contractors, Inc.
- Renovatio Construction
- Idaho Mountain Builders
- MLD appliances
- Four Seasons Pool & Spa
- In Living Color Painting

## **TOURISM**

- The Limelight Hotel
- Sun Valley Company
- Hotel Ketchum
- Tamarack Lodge
- Kentwood Lodge
- Moment Luxury Vehicle Rental
- Sun Valley Stables



# WHAT ARE WE DOING WITH THE CURRENT BUDGET?

- .5% for Housing
- In-lieu fees
- HUD grant



# Housing Department/BCHA Programs

**Ownership +  
Preservation Program**



\$1m/ year

**Lease to Locals  
(LTR incentive)**



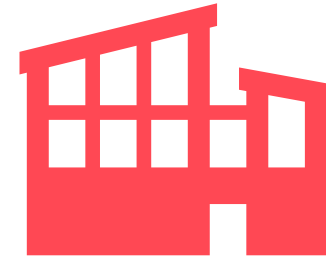
\$300k / year

**Landlord-Tenant  
Mediation + trainings**



\$50k / year

**New Construction +  
Acquisition/Rehab**



\$1.5m / year

**Compliance +  
Enforcement**



\$60k / year

**Waitlist Management,  
Application Review + Placement**



\$150k/ year

**Data Analysis +  
Education**



\$100k/ year

**Emergency Housing  
Assistance**



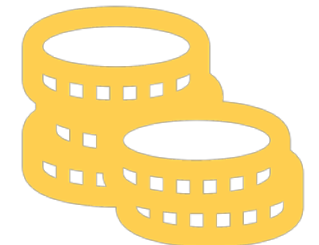
\$350k/ year

**Program Development +  
Policy Recommendations**



\$80k/ year

**Grant Writing +  
Compliance**



\$40k/ year



**What would an additional 2% LOT on lodging generate and how would we spend it?**



# Potential New LOT Scenarios

Category	Original	Additional 1%	FY 2023 Total*	Current Total %	Proposal	
					2.00%	New Total %
Other Retail	\$ 2,238,618	\$ 2,230,388	\$ 4,469,006	2%		
Room	\$ 425,929	\$ 212,964	\$ 638,893	3%	\$ 425,929	5%
Condo	\$ 319,621	\$ 159,810	\$ 479,431	3%	\$ 319,621	5%
Liquor	\$ 362,809	\$ 181,405	\$ 544,214	3%		
Building	\$ 530,875	\$ 530,875	\$ 1,061,749	2%		
<b>Total</b>	<b>\$ 3,877,851</b>	<b>\$ 3,315,442</b>	<b>\$ 7,193,293</b>		<b>\$ 745,549</b>	

\*FY 2023 Actuals shown based on remittance month

Burden	Retail	62%
	Lodging	16%
	Liquor	8%
	Building	15%



# Potential New LOT Program Funding

**Ownership +  
Preservation Program**



\$1m/ year

**Lease to Locals  
(LTR incentive)**



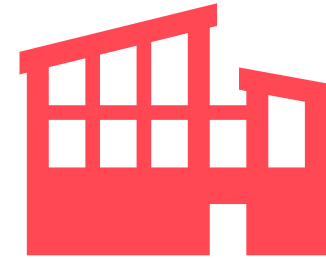
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\$50k / year

**New Construction +  
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\$1.5m / year

**Compliance +  
Enforcement**



\$60k / year

**Waitlist Management,  
Application Review + Placement**



\$150k/ year

**Data Analysis +  
Education**



\$100k/ year

**Emergency Housing  
Assistance**



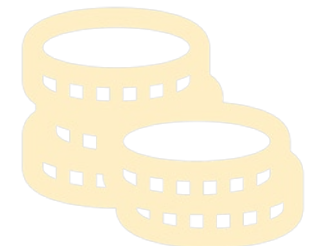
\$350k/ year

**Program Development +  
Policy Recommendations**



\$80k/ year

**Grant Writing +  
Compliance**



\$40k/ year





**WOULDN'T THIS HURT OUR LODGING  
PROPERTIES' COMPETITIVE EDGE?**



# Tax Rates by Municipality (2022)

	Idaho						Wyoming
	Driggs	Hailey	Ketchum	McCall	Sun Valley	Victor	Jackson
Lodging	14%	12.0%	11.0%	13.0%	12.0%	14%	8.0%
Restaurant	7%	7.0%	8.0%	7.0%	10.0%	7%	6.0%
Alcohol	8%	8.0%	9.0%	7.0%	10.0%	7%	6.0%
Retail	6.5%	6.0%	8.0%	7.0%	9.0%	7%	6.0%

	Colorado					
	Aspen	Crested Butte	Snowmass Village	Steamboat	Telluride/Mt. Village	Vail
Lodging	11.3%	12.4%	12.8%	11.4%	12.7%	9.8%
Restaurant	9.3%	9.4%	10.4%	8.4%	10.65%	8.4%
Alcohol	9.3%	9.4%	10.4%	8.4%	10.65%	8.4%
Retail	9.3%	9.4%	10.4%	8.4%	8.65%	8.4%

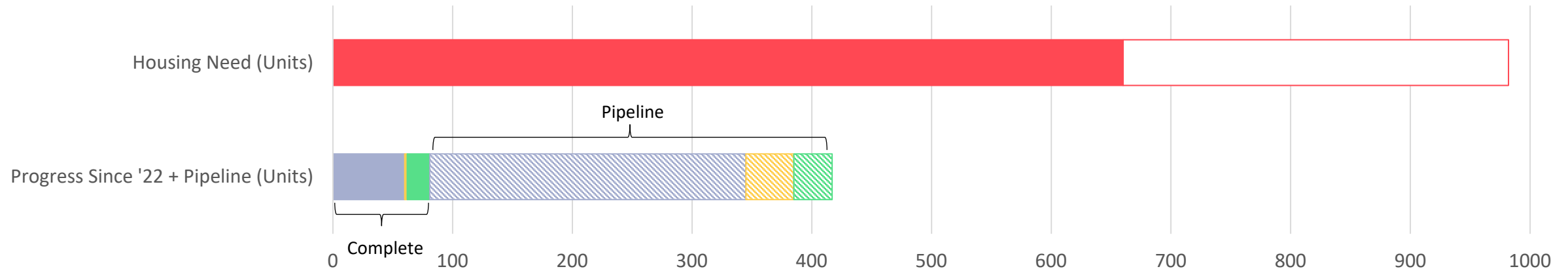


# AREN'T WE ALREADY GETTING CLOSE TO CLOSING THE 'NEED' GAP?

- So much development...



# Project Tracker



## New Construction Public Lots

- Bluebird- 51
- 1<sup>st</sup> + Wash- 66
- South Y- 33
- Lift Tower Lodge- 27
- Trail Creek- 108

## Ownership + Preservation (OPP)

- 2 complete
- Estimate 5/year

## Zoning Incentives (FAR Exceedance +)

- 19 since '22
- Estimate 4/year

## \*ADU Incentives

- Not currently shown/funded



# WHAT IS THE OWNERSHIP & PRESERVATION PROGRAM?



# Ownership Preservation Program



## ■ Deed-Restriction

- Long-term covenant that runs with the land that can restrict occupancy, ownership, and resale
- Explicit or de facto affordability + local occupancy
- 70-year term, with renewal at sale

## ■ Goals

- Support community character
- Prevent housing leakage + preserve supply of housing for locals
- Homeownership assistance for new buyers
- Financial assistance for existing homeowners



# Ownership Preservation Program

Current pipeline - without marketing or prime sale season - ranges from \$530,000 to \$1,350,000 investment, additional \$730k would cover high conversion estimate beyond FY24 budgetted amount



## OPP to Date (~4 months)

16	TOTAL APPLICATIONS WITHOUT MARKETING	
2	Properties Closed	Total Invested: \$382,650, Average \$191k, \$620k remaining in current budget
12	Applications complete or in progress	Investment Range accounting for conversion rate: \$530,000 to \$1,350,000
8	<i>Pre-qualified to participate 3 for 30% restriction, 5 unsure</i>	<i>Potential Investment Range: \$417k to \$810k</i>
4	<i>Applications in Progress</i>	<i>Potential Investment Range: \$112k to \$540k</i>



**Funding request per year** \$1,000,000  
**Est. Public Investment / unit** \$200,000  
**Est. Staff Time, % of FTE** 6%

### Impact

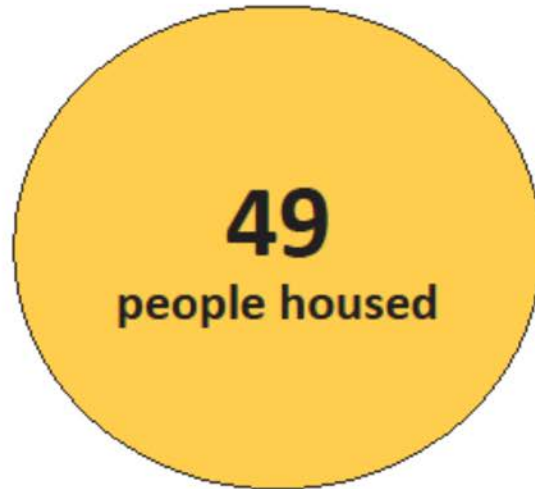
- expanded restricted portfolio
- Cat Local, ownership
- ~4 units / year
- housing now



# Lease to Locals

**IN BUDGET**

- Expanded geographic boundaries
- Increased incentive amounts
- stop-gap, no permanent restrictions applied



**Funding request per year** \$300,000  
**Est. Public Investment / unit** \$13,000  
**Est. Staff Time, % of FTE** 3%

### Impact

- moderate income housing
- rental
- ~20 people per year stay housed
- housing now





# Draft Ballot Language

“Shall the City of Ketchum support community housing by adopting Ordinance ##### to increase the local option tax rate by 2% on hotel/motel rooms and short-term rentals (30 days or less) to be dedicated solely for community housing.”

“Community housing” – legally restricted for local use and occupancy

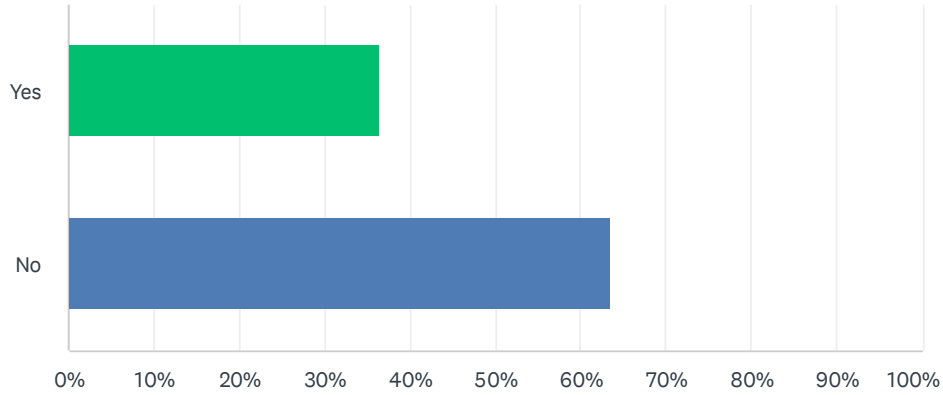


# What We've Heard

- Why is Ketchum solving a county problem?
  - What are other jurisdictions doing?
- What *else* are we doing?
  - Looking at other properties
  - Staffing BCHA (cofunded by Blaine County)
  - 20% of funds can go outside

# Q1 Would you support an increase to the Local Option Tax rate by 2% on hotel/motel rooms and short-term rentals (rental duration of 30 days or less) to be dedicated solely for community housing?

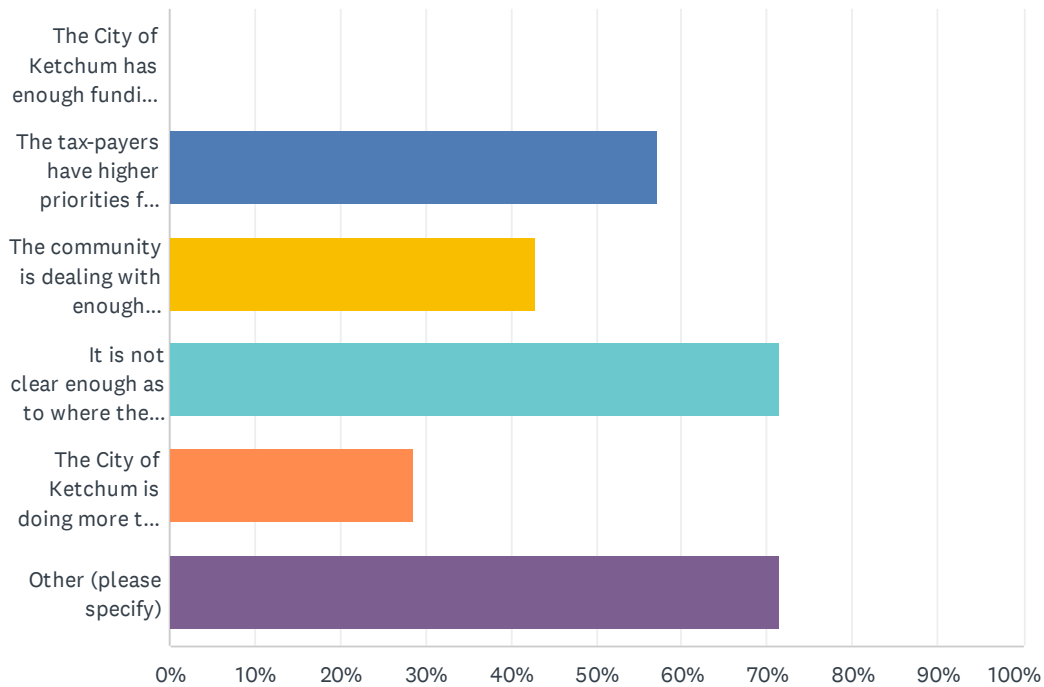
Answered: 11 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	36.36%	4
No	63.64%	7
TOTAL		11

## Q2 If 'no', why? (check all that apply)

Answered: 7 Skipped: 4



ANSWER CHOICES	RESPONSES	
The City of Ketchum has enough funding for Community Housing programs as-is.	0.00%	0
The tax-payers have higher priorities for LOT funds (sidewalks, parking, etc.).	57.14%	4
The community is dealing with enough disruption and uncertainty.	42.86%	3
It is not clear enough as to where the additional funds would go.	71.43%	5
The City of Ketchum is doing more than its fair share to support Community Housing.	28.57%	2
Other (please specify)	71.43%	5
Total Respondents: 7		

#	OTHER (PLEASE SPECIFY)	DATE
1	NUMEROUS LODGING OWNERS STATED IT IS A BURDEN TO THEIR BUSINESS, I WOULD PREFER 1% TO HOUSING / 1% TO HOUSING	8/5/2024 10:51 AM
2	The city seems to be taking on the whole valley's issue on this topic. Including funding for the BCHD from the housing tax funds already,500,000 credit to subsidize SilverCreekLiving in Hailey from the General fund,and more. They received a 2.5 mil grant specific for housing.Raising taxes=raising the amount to spend on marketing which is lacking,Like said,its complicated and its being discussed in the busiest month of the whole year! I appreciate that the time and effort that Jade,Aly,Daniel and all have made to discuss it.	8/2/2024 10:49 AM
3	Vote in May when bluebird is open	8/1/2024 8:47 PM
4	Nothing is currently being done for parking. It is vital.	8/1/2024 4:12 PM

# Focus Group Follow-up

5

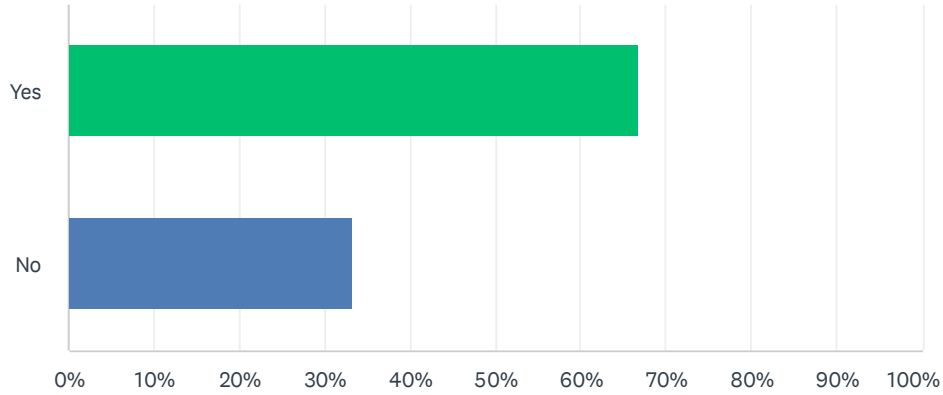
1% for housing and 1% for sidewalks, parking etc -specific infrastructure related items

8/1/2024 4:11 PM

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### Q3 Would you support the formation of the Ketchum Fire District, comprised of the current city limits of Ketchum, with the intent to consolidate the Wood River Fire district?

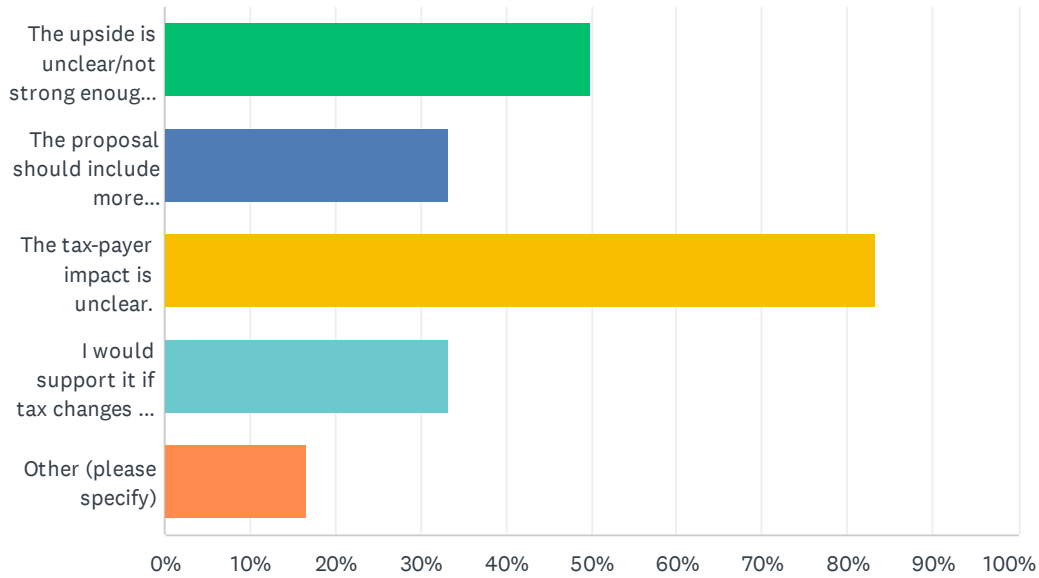
Answered: 9 Skipped: 2



ANSWER CHOICES	RESPONSES	
Yes	66.67%	6
No	33.33%	3
<b>TOTAL</b>		<b>9</b>

## Q4 If 'no', why?

Answered: 6 Skipped: 5



ANSWER CHOICES	RESPONSES	
The upside is unclear/not strong enough, i.e., how would a change benefit a Ketchum citizen?	50.00%	3
The proposal should include more cities/districts.	33.33%	2
The tax-payer impact is unclear.	83.33%	5
I would support it if tax changes to Ketchum residents were minimal to none.	33.33%	2
Other (please specify)	16.67%	1
Total Respondents: 6		

#	OTHER (PLEASE SPECIFY)	DATE
1	Probably need more education	8/1/2024 8:48 PM



City of Ketchum

**CITY COUNCIL MEETING AGENDA MEMO**

Meeting Date:  Staff Member/Dept:

Agenda Item:

Recommended Motion:

Reasons for Recommendation:

- A work group consisting of staff/elected members from City of Ketchum, Wood River Fire and Rescue, Magic Fire District and Smiley Creek Fire District evaluated several consolidation options. The work group concluded this path would be most effective.
- Staff completed a focus group on July 31<sup>st</sup> with residents and business owners regarding this topic; staff will recap the feedback during the meeting.
- This action would serve as the first step toward consolidation of the fire and EMS agencies in the Wood River Valley into a single agency. Consolidation would lead to greater efficiency, improved firefighter safety, and improved public safety.

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

For the past thirty years, efforts to consolidate fire and EMS in the Wood River Valley have been explored both by community members and with the assistance of professional consultants. Following a joint meeting between the City of Ketchum, Wood River Fire and Rescue District, West Magic Fire District and Smiley Creek Fire District on February 12, 2024; a work group was formed to evaluate different consolidation options allowed under state law. The group identified an option to form a new fire district to be called the Ketchum Fire District which could then be directly merged with the Wood River Fire & Rescue District. Annexation of the city into a fire district is virtually impossible, so this presents the best option for creating a new, combined fire agency.

The following key actions must be completed to have this matter placed on the November 5<sup>th</sup> ballot:

- Petition signatories submitted to County Commissioners & County Clerk – **completed**
- City Council resolution to join fire district on formation – **August 5**
- City Council resolution regarding fire property tax – **August 19<sup>th</sup> or Special Meeting**
- County Commissioner hearing – **September 5 (or earlier)**
- Ballot question submission deadline – **September 6**
- Election – **November 5<sup>th</sup>**



Sustainability Impact:

None.

Financial Impact:

None OR Adequate funds exist in account:

Should the ballot to form a fire district be successful, responsibility for the cost of fire and EMS would shift to the new fire district. A key policy decision of the City Council is to determine whether the city's property taxing authority should be reduced to offset the taxes associated with the new fire district. Currently the Fire Department is funded via Local Option Taxes (approx. \$1m) and approximately \$600k in property taxes.

Attachments:

1. Resolution 24-015
2. Presentation

CITY OF KETCHUM  
RESOLUTION 24-015

A RESOLUTION OF THE CITY OF KETCHUM INCLUDING THE CITY OF KETCHUM INTO THE  
PROPOSED KETCHUM FIRE DISTRICT.

BE IT RESOLVED by the City Council of the City of Ketchum, Blaine County, State of Idaho:

**Section 1. Findings**

- A. Twenty-five or more landowners of contiguous lands in the City of Ketchum have signed a petition to form a new fire district, to be called the Ketchum Fire District, pursuant to Idaho Code 31-1403.
- B. Pursuant to Idaho Code 31-1429, the City of Ketchum may, with the consent of the governing board, expressed by ordinance or resolution, be included within the limits of a fire district when formed.
- C. Public support for the consolidation of fire departments in Blaine County is greater than 50% as surveyed by the City of Ketchum.
- D. This resolution does not create the new city-wide fire district but would allow the proposal to move to a ballot of the people, requiring a majority of voters in the City of Ketchum to approve the fire district formation.
- E. Should the fire district be formed, the next intended step would be consolidation with the Wood River Fire & Rescue District.

THEREFORE, based upon the findings above, the City declares that the City of Ketchum is best served by inclusion into the proposed fire district and that the fire district, if formed, will encompass all of the City of Ketchum.

**Section 2. Directing the City Clerk**

The City Clerk is hereby directed to file this Resolution forthwith in the official records of this City.

**Section 3. Effective Date**

This resolution shall be in full force and effect upon its passage.

**PASSED AND ADOPTED by the Council of the City of Ketchum this 5<sup>th</sup> day of August, 2024.**

\_\_\_\_\_  
Neil Bradshaw, Mayor

ATTEST

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

# FIRE DISTRICT CONSOLIDATION

August 5, 2024





# Why Consolidate?

- 2006 – McGrath Study

*“The consultants recommend that the Cities enter into a full consolidation and govern the newly formed district under a “Joint Powers” agreement....”*

- 2011 – ESCI Study

*“we recommend that...Bellevue, Hailey and Wood River Fire jointly adopt the outcome of consolidation as the regional vision”*

- 2023 – ESCI Study

*“Consolidation has the potential to provide a variety of benefits to the community.”*



# Benefits of Consolidation

**Reduced  
Administrative Costs**

**Improved Training**

**Standardized  
Operations**

**Reduced Duplication**

**Better Service**



# Options Explored

## Contract for Service

Temporary in nature

Shared chief / requires staff layoffs

OR

## Joint Powers Agreement

Temporary in nature

PERSI fines

---

## Annexation

Dead End – Financial cuts of 54%

OR

## Fire District/Merger



# Fire District Formation & Merger

Gather 25 property owners adjacent to City of Ketchum that support formation of district



Council approval of election to join a new fire district

County Commissioner approval of election to support formation of district



Vote



New Ketchum district formed with 3 appointed commissioners, who then can merge with Wood River Fire & West Magic district



# Benefits

- One agency
- Same tax levy across the valley
- Permanent
- Avoids state-imposed penalties







# Benefits to Ketchum Residents – Why Now?

- Preparing for the future
  - Over the last 4 years, call volumes in Ketchum have gone up 39%. We're going to see increase costs and staffing.
- Staffing
  - Would allow for a Chief and full-time training officer (trainer currently gets called out)
  - Pooled medic staff
- Costs
  - Need to be better about what we buy and where we put it, long-term.
  - EX: Duplication of fire engines – more seats than bodies



# DRAFT Ballot Language

“Should a fire district be formed to be called the Ketchum Fire District, comprised of the current city limits of Ketchum, with the intent to consolidate the fire departments of the Wood River Valley?”



# Timeline

- Completed Petition signatories submitted to County
- August 5 Ketchum resolution to join fire district
- August 19 (or special) Ketchum resolution regarding fire property tax
- Sept 5 (or earlier) County Commissioner hearing
- Sept 6 Ballot question submission deadline
- Nov 5 Election day



# What We've Heard

- Why would the merger only include Ketchum & the Wood River Fire District?
- What are the specific benefits to Ketchum residents?
- What are the tax consequences to Ketchum residents?

# Consolidation Impact on Ketchum Taxpayers

**Note:** Currently, Ketchum contributes \$1,623,500 annually for Fire/EMS services (about \$723,500 from property taxes and \$900,000 from original LOT).

- Ketchum is considering property tax reductions up to 100% (\$1,623,500) of its annual Fire/EMS contribution.
- The newly formed Ketchum Fire District would institute a new tax levy, estimated at 0.0003471, for the area served. (The levy amount is governed by Idaho State Statute.)

# Estimated Impact on Ketchum Property Tax

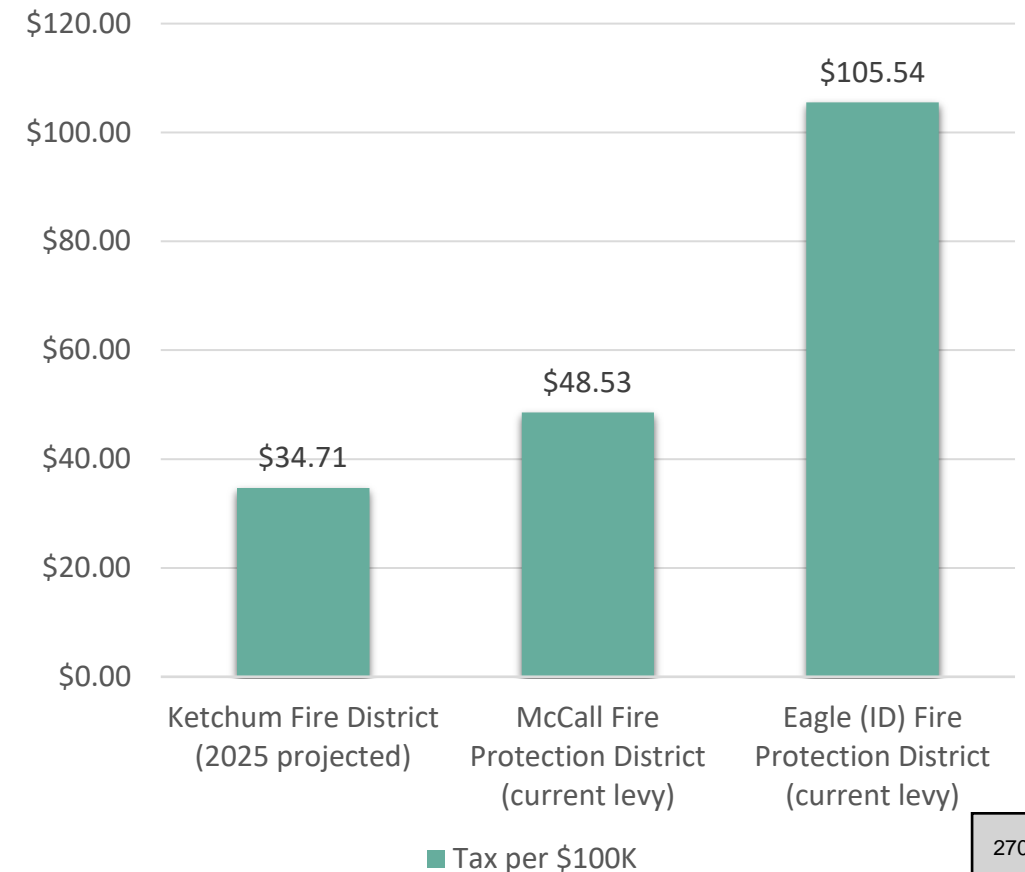
## TAX PER \$100K OF TAXABLE PROPERTY

<b>Before consolidation</b>	\$26.37
<b>After consolidation</b>	\$34.71

## ESTIMATED TAX FOR \$1M KETCHUM PROPERTY

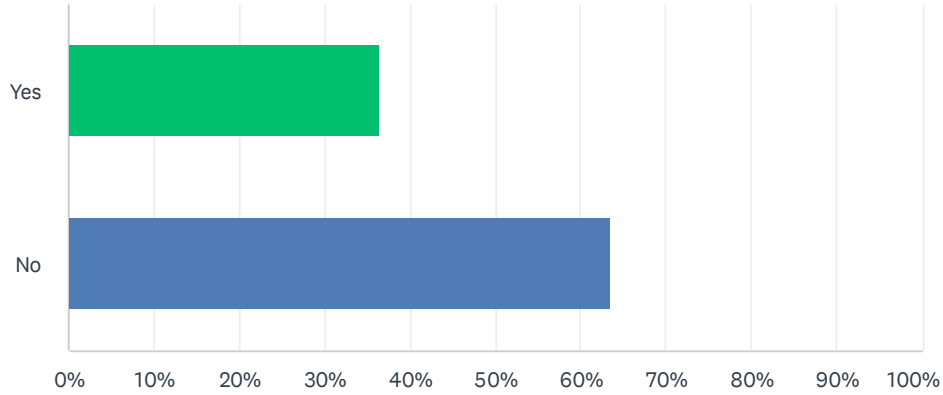
<b>Before consolidation</b>	\$263.74
<b>After consolidation</b> <i>(assuming \$1,623,500 property tax reduction)</i>	\$347.14

## Comparable tax per \$100K taxable property



# Q1 Would you support an increase to the Local Option Tax rate by 2% on hotel/motel rooms and short-term rentals (rental duration of 30 days or less) to be dedicated solely for community housing?

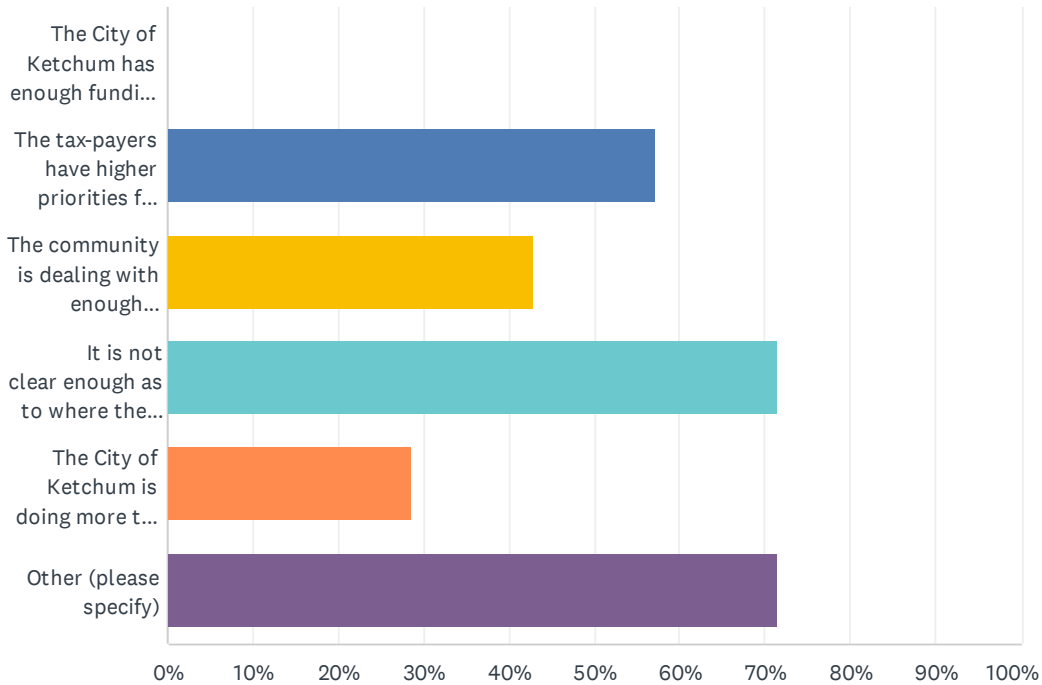
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ANSWER CHOICES	RESPONSES	
Yes	36.36%	4
No	63.64%	7
TOTAL		11

## Q2 If 'no', why? (check all that apply)

Answered: 7 Skipped: 4



ANSWER CHOICES	RESPONSES
The City of Ketchum has enough funding for Community Housing programs as-is.	0.00% 0
The tax-payers have higher priorities for LOT funds (sidewalks, parking, etc.).	57.14% 4
The community is dealing with enough disruption and uncertainty.	42.86% 3
It is not clear enough as to where the additional funds would go.	71.43% 5
The City of Ketchum is doing more than its fair share to support Community Housing.	28.57% 2
Other (please specify)	71.43% 5
Total Respondents: 7	

#	OTHER (PLEASE SPECIFY)	DATE
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# Focus Group Follow-up

5

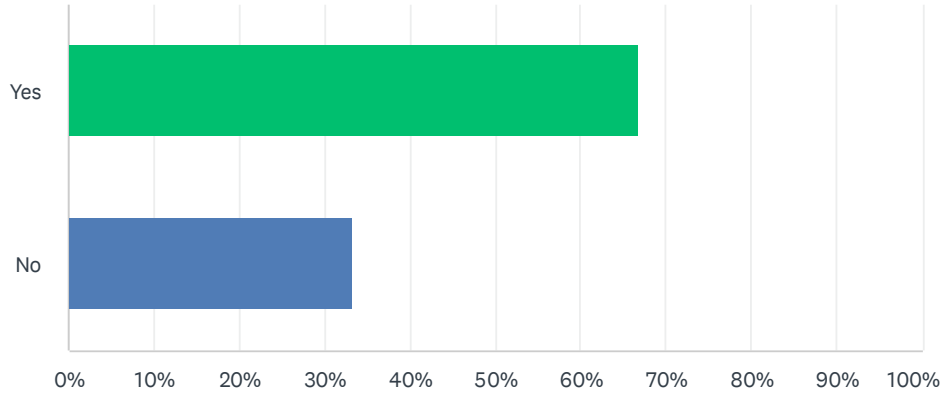
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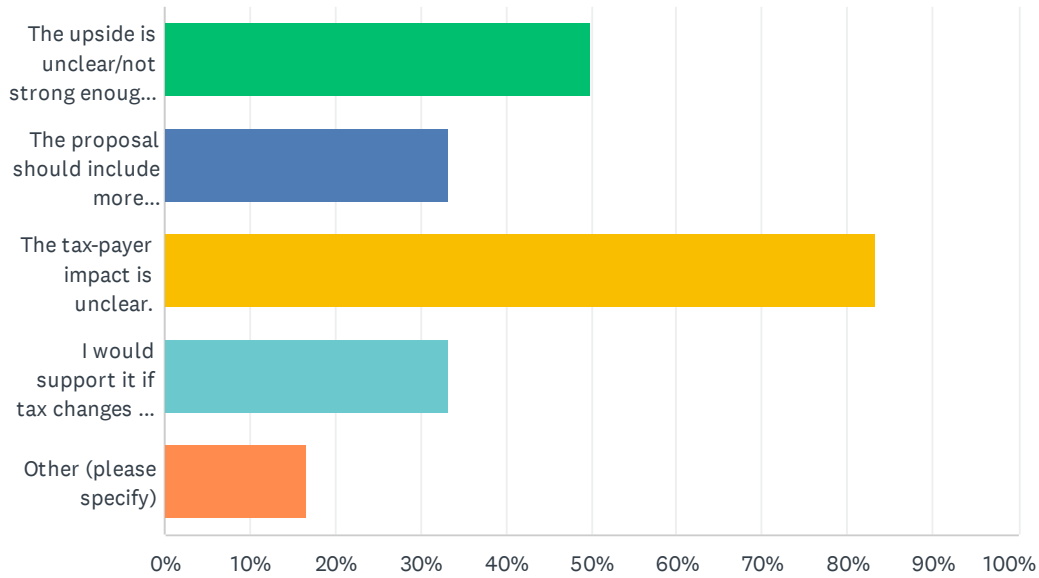
Answered: 9 Skipped: 2



ANSWER CHOICES	RESPONSES
Yes	66.67% 6
No	33.33% 3
TOTAL	9

## Q4 If 'no', why?

Answered: 6 Skipped: 5



ANSWER CHOICES	RESPONSES	
The upside is unclear/not strong enough, i.e., how would a change benefit a Ketchum citizen?	50.00%	3
The proposal should include more cities/districts.	33.33%	2
The tax-payer impact is unclear.	83.33%	5
I would support it if tax changes to Ketchum residents were minimal to none.	33.33%	2
Other (please specify)	16.67%	1
Total Respondents: 6		

#	OTHER (PLEASE SPECIFY)	DATE
1	Probably need more education	8/1/2024 8:48 PM



City of Ketchum

**CITY COUNCIL MEETING AGENDA MEMO**

Meeting Date:  Staff Member/Dept:

Agenda Item:

**Recommended Motion:**

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

**Reasons for Recommendation:**

The annual budget workshop occurred on June 18<sup>th</sup>. Staff presented the draft budget for Mayor and City Council discussion and feedback. The homework items were addressed on July 1<sup>st</sup> as part of ongoing strategic discussions and an approval to publish the budget per Idaho code was given. The publish dates were July 10<sup>th</sup> and July 17<sup>th</sup>. The formal budget hearing was held on July 25<sup>th</sup>. The next step is a second reading of the budget ordinance on August 19<sup>th</sup>.

**Sustainability Impact:**

The FY 2025 Budget allocates \$131,904 towards the sustainability partnership with Blaine County

**Financial Impact:**

FY 2025 Proposed Revenues	\$41,556,743
FY 2025 Proposed Expenditures	\$41,405,970

**Attachments:**

1. FY 2025 Budget Notice of Public Hearing
2. FY 2025 Budget Ordinance #1255

**NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that the Ketchum, Idaho City Council will meet on Thursday, July 25, 2024 at 4:00pm. The meeting will take place at City Hall, 191 5th Street, Ketchum, Idaho, for the purpose of considering a final budget and making appropriations to each fund for the next fiscal year (2025). At which time any member of the public may appear and be heard on any part or parts of said budget; and the following table sets forth the amount proposed to be appropriated to each fund for the fiscal year 2025 budget, along with the current adopted budget (FY 2024) and two years of previous actuals (FY 2022 & 2023). The public hearing is in accordance with state statute 50-1002.

**CITY OF KETCHUM, IDAHO**

**EXPENDITURES**

	ACTUAL FY 2022	ACTUAL FY 2023	ADOPTED FY 2024	PROPOSED FY 2025
<b>GENERAL FUND</b>	12,364,479	13,540,922	14,487,699	14,446,021
<b>GENERAL CAPITAL IMPROVEMENT FUND</b>	2,959,176	2,212,444	2,102,563	3,359,750
<b>ESSENTIAL SERVICES FACILITIES TRUST FUND</b>	337,162	-	-	-
<b>WAGON DAYS FUND</b>	162,417	163,817	171,250	163,000
<b>FIRE CONSTRUCTION FUND</b>	490,874	285,860	-	-
<b>ORIGINAL LOT FUND</b>	4,678,850	3,660,571	3,299,890	3,578,226
<b>ADDITIONAL 1%-LOT FUND</b>	2,266,247	3,938,594	2,682,842	2,447,253
<b>FIRE GO BOND DEBT SERVICE FUND</b>	615,019	611,769	610,769	617,019
<b>COMMUNITY HOUSING IN-LIEU FUND</b>	845,011	768,449	1,320,000	1,214,874
<b>COMMUNITY HOUSING (CITY/COUNTY)</b>	312,906	1,017,595	1,833,708	1,761,798
<b>WATER FUND</b>	2,182,339	2,151,786	3,168,928	2,814,908
<b>WATER CAPITAL IMPROVEMENT FUND</b>	383,428	623,249	785,000	1,015,000
<b>WASTEWATER FUND</b>	3,291,231	2,462,819	3,576,023	3,470,836
<b>WASTEWATER CAPITAL IMP. FUND</b>	685,054	586,786	3,923,653	4,729,135
<b>POLICE TRUST FUND</b>	95,000	-	7,500	7,500
<b>PARKS &amp; RECREATION TRUST FUND</b>	171,385	223,680	1,067,550	1,130,650
<b>DEVELOPMENT TRUST FUND</b>	344,252	1,078,252	650,000	650,000
<b>Total Expenditures</b>	<b>32,184,830</b>	<b>33,326,590</b>	<b>39,687,375</b>	<b>41,405,970</b>

**REVENUE**

<b>GENERAL FUND</b>				
GENERAL PROPERTY TAXES	4,783,073	4,894,483	5,065,132	5,258,549
OTHER REVENUE	8,713,804	10,162,194	8,747,732	9,187,472
FUND BALANCE APPLIED	-	-	674,835	-
<b>TOTAL GENERAL FUND</b>	<b>13,496,877</b>	<b>15,056,677</b>	<b>14,487,699</b>	<b>14,446,021</b>
<b>GENERAL CAPITAL IMPROVEMENT FUND</b>	<b>3,058,868</b>	<b>2,049,733</b>	<b>782,563</b>	<b>2,027,500</b>
FUND BALANCE APPLIED	-	-	1,320,000	1,332,250
<b>TOTAL GENERAL CAPITAL IMPRVMNT FUND</b>	<b>3,058,868</b>	<b>2,049,733</b>	<b>2,102,563</b>	<b>3,359,750</b>
<b>WAGON DAYS FUND</b>	<b>140,272</b>	<b>158,935</b>	<b>171,250</b>	<b>163,000</b>
FUND BALANCE APPLIED	-	-	-	-
<b>TOTAL WAGON DAYS FUND</b>	<b>140,272</b>	<b>158,935</b>	<b>171,250</b>	<b>163,000</b>
<b>FIRE CONSTRUCTION FUND</b>	<b>2,211</b>	<b>5,800</b>	<b>-</b>	<b>-</b>
FUND BALANCE APPLIED	-	-	-	-
<b>TOTAL FIRE CONSTRUCTION FND</b>	<b>2,211</b>	<b>5,800</b>	<b>-</b>	<b>-</b>
<b>ORIGINAL LOT FUND FUND</b>	<b>3,784,297</b>	<b>3,961,098</b>	<b>3,195,890</b>	<b>3,244,835</b>
FUND BALANCE APPLIED	-	-	104,000	333,391
<b>TOTAL ORIGINAL LOT FUND FUND</b>	<b>3,784,297</b>	<b>3,961,098</b>	<b>3,299,890</b>	<b>3,578,226</b>
<b>ADDITIONAL 1%-LOT FUND</b>	<b>3,137,741</b>	<b>3,315,442</b>	<b>2,566,247</b>	<b>2,447,253</b>
FUND BALANCE APPLIED	-	-	116,595	-
<b>TOTAL ADDITIONAL 1% LOT FUND</b>	<b>3,137,741</b>	<b>3,315,442</b>	<b>2,682,842</b>	<b>2,447,253</b>
<b>FIRE GO BOND DEBT SERVICE FUND</b>	<b>625,300</b>	<b>611,880</b>	<b>610,769</b>	<b>617,019</b>
<b>COMMUNITY HOUSING IN-LIEU FUND</b>	<b>362,861</b>	<b>694,050</b>	<b>1,320,000</b>	<b>305,000</b>
FUND BALANCE APPLIED	-	-	-	909,874
<b>TOTAL COMMUNITY HOUSING IN-LIEU FND</b>	<b>362,861</b>	<b>694,050</b>	<b>1,320,000</b>	<b>1,214,874</b>
<b>COMMUNITY HOUSING (CITY/COUNTY)</b>	<b>864,100</b>	<b>770,954</b>	<b>1,833,708</b>	<b>1,696,045</b>
FUND BALANCE APPLIED	-	-	-	65,753
<b>TOTAL COMMUNITY HOUSING IN-LIEU FND</b>	<b>864,100</b>	<b>770,954</b>	<b>1,833,708</b>	<b>1,761,798</b>
<b>WATER FUND</b>	<b>2,158,405</b>	<b>2,646,518</b>	<b>2,629,045</b>	<b>2,758,722</b>
FUND BALANCE APPLIED	-	-	539,883	56,186
<b>TOTAL WATER FUND</b>	<b>2,158,405</b>	<b>2,646,518</b>	<b>3,168,928</b>	<b>2,814,908</b>
<b>WATER CAPITAL IMPROVEMENT FUND</b>	<b>756,465</b>	<b>722,000</b>	<b>785,000</b>	<b>265,000</b>
FUND BALANCE APPLIED	-	-	-	750,000
<b>TOTAL WATER CAPITAL IMP. FUND</b>	<b>756,465</b>	<b>722,000</b>	<b>785,000</b>	<b>1,015,000</b>
<b>WASTEWATER FUND</b>	<b>3,370,783</b>	<b>3,501,846</b>	<b>3,552,473</b>	<b>3,621,609</b>
FUND BALANCE APPLIED	-	-	23,550	-
<b>TOTAL WASTEWATER FUND</b>	<b>3,370,783</b>	<b>3,501,846</b>	<b>3,576,023</b>	<b>3,621,609</b>
<b>WASTEWATER CAPITAL IMP. FUND</b>	<b>1,326,227</b>	<b>262,435</b>	<b>2,425,427</b>	<b>2,417,068</b>
FUND BALANCE APPLIED	-	-	1,498,226	2,312,068
<b>TOTAL WASTEWATER CAPITAL IMP. FUND</b>	<b>1,326,227</b>	<b>262,435</b>	<b>3,923,653</b>	<b>4,729,135</b>
<b>POLICE TRUST FUND</b>	<b>426</b>	<b>263</b>	<b>-</b>	<b>-</b>
FUND BALANCE APPLIED	-	-	7,500	7,500
<b>TOTAL POLICE TRUST FUND</b>	<b>426</b>	<b>263</b>	<b>7,500</b>	<b>7,500</b>
<b>PARKS &amp; RECREATION TRUST FUND</b>	<b>1,207,690</b>	<b>195,866</b>	<b>1,067,550</b>	<b>1,130,650</b>
FUND BALANCE APPLIED	-	-	-	-
<b>TOTAL PARKS &amp; RECREATION TRUST FUND</b>	<b>1,207,690</b>	<b>195,866</b>	<b>1,067,550</b>	<b>1,130,650</b>
<b>DEVELOPMENT TRUST FUND</b>	<b>344,252</b>	<b>1,078,252</b>	<b>650,000</b>	<b>650,000</b>
<b>Total Revenue</b>	<b>34,636,774</b>	<b>35,031,748</b>	<b>39,687,375</b>	<b>41,556,743</b>

ORDINANCE NO. 1255

AN ORDINANCE OF THE CITY OF KETCHUM, IDAHO, ENTITLED THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, APPROPRIATING TO THE VARIOUS BUDGETARY FUNDS, SUMS OF MONEY DEEMED NECESSARY TO DEFRAY ALL NECESSARY EXPENSES AND LIABILITIES WITHIN EACH FUND FOR THE ENSUING FISCAL YEAR, AUTHORIZING A LEVY OF A SUFFICIENT TAX UPON THE TAXABLE PROPERTY AND SPECIFYING THE OBJECTS AND PURPOSES FOR WHICH SAID APPROPRIATION IS MADE, AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED by the Mayor and City Council of the City Ketchum, Blaine County, Idaho:

SECTION 1: That the sum of \$41,405,970 be raised and appropriated to defray the necessary expenses and liabilities of the City of Ketchum, Blaine County, Idaho for the fiscal year beginning October 1, 2024.

SECTION 2: That the City Council hereby appropriates each Fund as an independent fiscal and accounting group with a self-balancing set of accounts recording cash and/or other resources together with all related liabilities, obligations, reserves, and equities which are segregated for the purpose of carrying on specific activities or attaining certain objectives.

SECTION 3: That the appropriation for the General Fund is made in the following amount to each specific division or function:

Legislative and Executive, Administrative, Legal, Community Planning and Development, Law Enforcement, Fire and Rescue, Street and Facility Maintenance, and Non-Departmental.

Total General Fund	14,446,021
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SECTION 4: That the appropriation for the Water and Wastewater Funds is made in the following amounts to each specific Fund, department, or function:

Water Fund	2,814,908
Water Capital Improvement Fund	1,015,000
Wastewater Fund	3,470,836
Wastewater Capital Improvement Fund	4,729,135
Total Water and Wastewater Funds	12,029,879

SECTION 5: That the appropriation for all Other Funds is made in the following amounts to each specific Fund, department, or function:

General Capital Improvement Fund	3,359,750
Wagon Days Fund	163,000
Original LOT Fund	3,578,226
Additional 1%-LOT Fund	2,447,253
GO Bond Debt Fire Fund	617,019
Community Housing In-Lieu Fund	1,214,874
Community Housing Fund	1,761,798
Police Trust Fund	7,500
Parks & Recreation Trust Fund	1,130,650
Development Trust Fund	650,000
Total Other Funds	14,930,070

SECTION 6: That a general tax levy on all taxable property within the City of Ketchum be levied in an amount allowed by law for the general purposes for said City, for the fiscal year beginning October 1, 2024.

SECTION 7: All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 8: This ordinance shall take effect and be in force upon its passage, approval, and publication in one issue of the Idaho Mountain Express, a newspaper of general circulation in the City of Ketchum, and the official newspaper of said City.

PASSED by the City Council and APPROVED by the Mayor of Ketchum this 3rd day of September 2024.

ATTEST:

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TRENT DONAT, CITY CLERK

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NEIL BRADSHAW, MAYOR

Publish: Idaho Mountain Express  
September 11, 2024



City of Ketchum

**CITY COUNCIL MEETING AGENDA MEMO**

Meeting Date:  Staff Member/Dept:

Agenda Item:

**Recommended Motion:**

**Reasons for Recommendation:**

**Sustainability Impact:**

**Financial Impact:**

FY 2024 Amended Expenditure Change	\$10,747,619
FY 2024 Amended Revenue Change	\$10,747,619

**Attachments:**

- 1. FY 2024 Amended Budget Notice of Public Hearing
- 2. FY 2024 Amended Budget Ordinance #1254



**NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that the City Council of the City of Ketchum, Idaho, will hold a Public Hearing for consideration of an amendment to the fiscal year 2024 budget. The Council will consider appropriation of additional monies received by the City of Ketchum, Idaho, during the fiscal year. Said hearing will be held at Ketchum City Hall, 191 5th Street, at 4:00 p.m. on July 25, 2024.

That the following table sets forth the amounts appropriated to each fund for fiscal year 2024, the amount of the revised appropriation for each fund for the 2024 fiscal year, and the proposed adjustment amount.

**CITY OF KETCHUM, IDAHO**

**EXPENDITURES**

	<b>ADOPTED FY 2024</b>	<b>AMDENDED FY 2024</b>	<b>PROPOSED ADJUSTMENT</b>
<b>GENERAL FUND</b>	14,487,699	14,487,699	0
<b>GENERAL CAPITAL IMPROVEMENT FUND</b>	2,102,563	10,770,369	8,667,806
<b>PARKS &amp; RECREATION TRUST FUND</b>	1,067,550	1,067,550	0
<b>POLICE TRUST FUND</b>	7,500	7,500	0
<b>DEVELOPMENT TRUST FUND</b>	650,000	650,000	0
<b>ORIGINAL LOT FUND</b>	3,299,890	3,491,468	191,578
<b>ADDITIONAL 1%-LOT FUND</b>	2,682,842	2,682,842	0
<b>FIRE GO BOND FUND</b>	610,769	610,769	0
<b>COMMUNITY HOUSING IN-LIEU FUND</b>	1,320,000	2,131,982	811,982
<b>COMMUNITY HOUSING FUND</b>	1,833,708	2,909,961	1,076,253
<b>WAGON DAYS FUND</b>	171,250	171,250	0
<b>WATER FUND</b>	3,168,928	3,168,928	0
<b>WATER CAPITAL IMPROVEMENT FUND</b>	785,000	785,000	0
<b>WASTEWATER FUND</b>	3,576,023	3,576,023	0
<b>WASTEWATER CAPITAL IMP. FUND</b>	3,923,653	3,923,653	0
<b>Total Expenditures</b>	<b>39,687,376</b>	<b>50,434,994</b>	<b>10,747,619</b>

**REVENUE**

<b>GENERAL FUND</b>			
GENERAL PROPERTY TAXES	5,065,132	5,065,132	0
OTHER REVENUE	8,747,732	8,747,732	0
FUND BALANCE APPLIED	674,835	674,835	0
<b>TOTAL FUND</b>	<b>14,487,699</b>	<b>14,487,699</b>	<b>0</b>
<b>GENERAL CAPITAL IMPROVEMENT FUND</b>	782,563	9,450,369	8,667,806
FUND BALANCE APPLIED	1,320,000	1,320,000	0
<b>TOTAL FUND</b>	<b>2,102,563</b>	<b>10,770,369</b>	<b>8,667,806</b>
<b>PARKS &amp; RECREATION TRUST FUND</b>	1,067,550	1,067,550	0
FUND BALANCE APPLIED	0	0	0
<b>TOTAL FUND</b>	<b>1,067,550</b>	<b>1,067,550</b>	<b>0</b>
<b>POLICE TRUST FUND</b>	0	0	0
FUND BALANCE APPLIED	7,500	7,500	0
<b>TOTAL FUND</b>	<b>7,500</b>	<b>7,500</b>	<b>0</b>
<b>DEVELOPMENT TRUST FUND</b>	650,000	650,000	0
<b>ORIGINAL LOT FUND</b>	3,195,890	3,387,468	191,578
FUND BALANCE APPLIED	104,000	104,000	0
<b>TOTAL FUND</b>	<b>3,299,890</b>	<b>3,491,468</b>	<b>191,578</b>
<b>ADDITIONAL 1%-LOT FUND</b>	2,566,247	2,566,247	0
FUND BALANCE APPLIED	116,595	116,595	0
<b>TOTAL FUND</b>	<b>2,682,842</b>	<b>2,682,842</b>	<b>0</b>
<b>FIRE GO BOND FUND</b>	610,769	610,769	0
FUND BALANCE APPLIED	0	0	0
<b>TOTAL FUND</b>	<b>610,769</b>	<b>610,769</b>	<b>0</b>
<b>COMMUNITY HOUSING IN-LIEU FUND</b>	0	750,000	750,000
FUND BALANCE APPLIED	1,320,000	1,381,982	61,982
<b>TOTAL FUND</b>	<b>1,320,000</b>	<b>2,131,982</b>	<b>811,982</b>
<b>COMMUNITY HOUSING</b>	1,685,556	2,605,408	919,852
FUND BALANCE APPLIED	148,152	304,553	156,401
<b>TOTAL FUND</b>	<b>1,833,708</b>	<b>2,909,961</b>	<b>1,076,253</b>
<b>WAGON DAYS FUND</b>	171,250	171,250	0
FUND BALANCE APPLIED	0	0	0
<b>TOTAL FUND</b>	<b>171,250</b>	<b>171,250</b>	<b>0</b>
<b>WATER FUND</b>	2,629,045	2,629,045	0
FUND BALANCE APPLIED	539,883	539,883	0
<b>TOTAL FUND</b>	<b>3,168,928</b>	<b>3,168,928</b>	<b>0</b>
<b>WATER CAPITAL IMPROVEMENT FUND</b>	785,000	785,000	0
FUND BALANCE APPLIED	0	0	0
<b>TOTAL FUND</b>	<b>785,000</b>	<b>785,000</b>	<b>0</b>
<b>WASTEWATER FUND</b>	3,552,473	3,552,473	0
FUND BALANCE APPLIED	23,550	23,550	0
<b>TOTAL FUND</b>	<b>3,576,023</b>	<b>3,576,023</b>	<b>0</b>
<b>WASTEWATER CAPITAL IMP. FUND</b>	2,425,427	2,425,427	0
FUND BALANCE APPLIED	1,498,226	1,498,226	0
<b>TOTAL FUND</b>	<b>3,923,653</b>	<b>3,923,653</b>	<b>0</b>
<b>Total Revenue</b>	<b>39,687,376</b>	<b>50,434,994</b>	<b>10,747,619</b>

**ORDINANCE NO. 1254**

AN ORDINANCE OF THE CITY OF KETCHUM, IDAHO, AMENDING ORDINANCE NUMBER 1251, THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; APPROPRIATING ADDITIONAL MONIES TO BE RECEIVED BY THE CITY OF KETCHUM, IDAHO; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO:

SECTION 1. The Ordinance Number 1254 the Amended Annual Appropriation Ordinance for the city of Ketchum, Idaho, for the fiscal year commencing October 1, 2023, and ending September 30, 2024, be hereby amended as follows:

<b>EXPENDITURES</b>	<b>ADOPTED FY 2024</b>	<b>REVISED FY 2024</b>	<b>PROPOSED ADJUSTMENT</b>
<b>General Capital Improvement Fund</b>	<b>2,102,563</b>	<b>10,770,369</b>	<b>8,667,806</b>
<b>Original LOT Fund</b>	<b>3,299,890</b>	<b>3,491,468</b>	<b>191,578</b>
<b>Community Housing In-Lieu Fund</b>	<b>1,320,000</b>	<b>2,131,982</b>	<b>811,982</b>
<b>Community Housing Fund</b>	<b>1,833,708</b>	<b>2,909,961</b>	<b>1,076,253</b>
		<b>TOTAL</b>	<b>10,747,619</b>

That the additional sum be appropriated out of the revenues received from:

<b>REVENUES</b>	<b>ADOPTED FY 2024</b>	<b>REVISED FY 2024</b>	<b>PROPOSED ADJUSTMENT</b>
<b>General Capital Improvement Fund</b>	<b>2,102,563</b>	<b>10,770,369</b>	<b>8,667,806</b>
<b>Original LOT Fund</b>	<b>3,299,890</b>	<b>3,491,468</b>	<b>191,578</b>
<b>Community Housing In-Lieu Fund</b>	<b>1,320,000</b>	<b>2,131,982</b>	<b>811,982</b>
<b>Community Housing Fund</b>	<b>1,833,708</b>	<b>2,909,961</b>	<b>1,076,253</b>
		<b>TOTAL</b>	<b>10,747,619</b>

Section 2. This Ordinance shall be in full force and effect from after its passage, approval, and publication. PASSED by the City Council and APPROVED by the Mayor of the City of Ketchum, Idaho, this 25<sup>th</sup> day of July.

ATTEST:

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TRENT DONAT, CITY CLERK

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NEIL BRADSHAW, MAYOR

Publish: Idaho Mountain Express  
July 31, 2024