

### **CITY OF KETCHUM, IDAHO**

**CITY COUNCIL** 

Tuesday, September 02, 2025, 4:00 PM 191 5th Street West, Ketchum, Idaho 83340

### **AGENDA**

### **PUBLIC PARTICIPATION INFORMATION**

Public information on this meeting is posted outside City Hall.

We welcome you to watch Council Meetings via live stream.

You will find this option on our website at <a href="https://www.ketchumidaho.org/meetings">www.ketchumidaho.org/meetings</a>.

# 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/83720513745
 Webinar ID:837 2051 3745

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

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

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

**ROLL CALL:** Pursuant to Idaho Code Section 74-204 (4), all agenda items are action items, and a vote may be taken on these items.

### **COMMUNICATIONS FROM MAYOR AND COUNCILORS:**

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.

- Recommendation to approve minutes of August 18, 2025, City Council meeting City Clerk Trent Donat
- 3. Recommendation to approve minutes of \*\*Special Meeting\*\* City Council August 25, 2025 City Clerk Trent Donat
- 4. Authorization and approval of the payroll register Finance Director Brent Davis
- <u>5.</u> Authorization of disbursement of funds from the City's Treasury for the payment of bills Finance Director Brent Davis

- 6. Recommendation to approve Right-of-Way Encroachment Agreement 25979 between the City of Ketchum and the owners of the property located at 340 S Leadville Avenue City Engineer Robyn Mattison
- 7. Recommendation to approve Right-of-Way Encroachment Agreement 25980 between the City of Ketchum and Cox Communications City Engineer Robyn Mattison
- 8. Recommendation to approve Development Agreement 25978 stipulating the total number of dwelling units required at the time of future redevelopment of the property located at 310 Georginia Road Senior Planner Abby Rivin
- 9. Recommendation to review and approve the Joan Dick Subdivision Final Plat File No P25-031 and adopt the Findings of Fact, Conclusions of Law, and Decision Senior Planner Allison Kennedy
- 10. Recommendation to approve agreement 26002 with Peak Venture Group LLC for 291 N. 2nd Avenue condominium building repairs Senior Project Manager Ben Whipple
- <u>11.</u> Recommendation to authorize Housing Department to release Ownership and Preservation Program Funds for purchase of Category Local restriction on condominium Housing Policy & Program Strategist Rian Rooney

### **PUBLIC HEARING:**

- 12. Recommendation to continue Cohesive Ketchum Comprehensive Plan public hearing to the special meeting of City Council on September 11, 2025. Director of Planning & Building Morgan Landers
- 13. Recommendation to conduct public hearing and third reading of Ordinance 1265 FY 2026 Budget Director of Finance Brent Davis
- <u>14.</u> Recommendation to approve Resolution 25-014 reserving FY 2026 Forgone Balance Director of Finance Brent Davis

### **NEW BUSINESS:**

- <u>15.</u> Update regarding Blaine County Recreation District (BCRD) November Ballot Initiative Executive Director Mark Davidson
- 16. Appeal hearing and decision for the Ketchum Ventures LLC Notice of Revocation of Special Liquor License Finance Director Brent Davis

### **EXECUTIVE SESSION:**

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

### ADJOURNMENT:

# Ketchum Business Advisory Coalition (KBAC) Public Comment on Striping State Highway 75 From Serenade Lane To River Street August 26<sup>th</sup>, 2025

The Ketchum Business Advisory Coalition (KBAC) respectfully submits this comment in strong support of four-lane striping on State Highway 75 across Trail Creek Bridge from Serenade Lane to River Street.

**Community Input Evidence:** Our organization conducted a comprehensive poll of 150 members on July 20, 2025, regarding lane preference from Serenade Lane to River Street. Results showed 92% of respondents support four-lane striping.

Additionally, the City of Ketchum's August 9, 2025, survey received 2,094 responses, with 86.64% of respondents favoring four lanes, further demonstrating overwhelming community preference

**Regional Impact Considerations:** Daily vehicle traffic from the south Wood River Valley and beyond enters Ketchum for employment, commerce, recreation, and tourism. ITD monitoring showed in July 2025, an average of 8400 vehicles travel north into Ketchum each day. A traffic bottleneck at this critical entry point would negatively impact not only Ketchum residents but the broader regional economy centered in Blaine County.

**Technical Feasibility:** Based on our February 2025 consultation with ITD, we understand that:

- Trail Creek Bridge is designed, engineered and will be built to accommodate four lanes
- Four-lane striping will not require additional construction or time
- No existing State Highway 75 parking will be removed
- The planned traffic-light at Highway 75 and Serenade Lane will provide controlled traffic breaks for neighborhood access and egress
- Four lanes allow for six foot wide sidewalks on each side of State Highway 75 from Serenade Lane to River Street

**Traffic Management Enhancement:** We support ITD's installation of the traffic lights at State Highway 75 and Serenade Lane, which will facilitate safe north/south access for residences and businesses. We also encourage consideration of reducing the speed limit to 25 MPH from Serenade Lane to River Street for enhanced traffic control and safety.

KBAC has engaged constructively with both the City of Ketchum and ITD since February 2025 on this issue. ITD's commitment to act on community preference aligns with the clear public support demonstrated through multiple surveys. Four-lane striping represents the most effective solution to address both current traffic flow needs and future growth.

We respectfully urge ITD to implement four-lane striping, immediately upon the completion of construction, from Serenade Lane to River Street as requested by the community.

Thank you, KBAC Board of Directors

From: Steven Rivera <steven@rivera-clair.com>
Sent: Tuesday, August 26, 2025 10:56 AM

**To:** Participate

**Cc:** charging@rivian.com

**Subject:** Subject: Request for Rivian Supercharging Stations in Ketchum

Follow Up Flag: Follow up Flag Status: Flagged

Dear Mayor Bradshaw,

I am writing as a Ketchum resident regarding the absence of Rivian supercharging stations in our town. Given Ketchum's size, demographic profile, and the growing number of Rivian vehicles in our community, it seems surprising that no Rivian chargers are available here—especially when the neighboring town of Hailey already hosts Rivian charging facilities.

As Ketchum continues to position itself as a hub for outdoor enthusiasts, eco-conscious tourism, and sustainable innovation, it's important that our infrastructure supports the needs of electric vehicle drivers. Installing at least two Rivian supercharging stations in Ketchum would:

- Provide convenience and peace of mind for local Rivian owners and visitors.
- Promote sustainable tourism, encouraging EV drivers to spend more time in Ketchum.
- Reinforce our town's commitment to forward-thinking environmental stewardship.

I would appreciate knowing if the City of Ketchum has explored opportunities to collaborate with Rivian to address this infrastructure gap, and if not, what steps might be necessary to make this possible.

Thank you, Mayor Bradshaw, for your continued leadership in making Ketchum a vibrant, sustainable place for both residents and visitors.

Warm regards,

Steven Rivera

Ketchum resident

From: Kim Maykranz <stoefflerdesigns@hotmail.com>

Sent: Tuesday, August 26, 2025 1:52 PM

To:ParticipateSubject:Too big Brenda

Follow Up Flag: Follow up Flag Status: Flagged

Ketchum residents do not want big buildings. Brenda doesn't want to limit architectural expression by putting limits on heights in design guidelines (which are essentially non existent). If you are changing the language on the comp plan then use words that are definitive, not ambiguous words like "explore". Just say, 2 stories, or say 3 stories. When you "explore" a height, it will lead to 5 or 6 stories, with no upside to Ketchum residents, or its historic small town vibe. Remember it's small town big life, not big town small life. Just take the limelight as an example. Now that they didn't get their expected occupancy during the highest high in the history of our town with World Cup week, they are going to sell their rooms as luxury condos. We didn't get any housing funds from this oversized behemoth and now we are getting pennies for their condo conversion. We now have yet another 6 story hotel across the street under construction and one waiting for approval next door (Marriott). Brenda, take the backseat here. You are killing Ketchum.

Kim Stoeffler

Get Outlook for iOS

From: Kirstin Kozlowski <kkozski@aol.com>
Sent: Wednesday, August 27, 2025 2:30 PM

**To:** Participate

**Subject:** Four Lane Striping Trail Creek Bridge

As a Ketchum resident that lives just a hundred or so feet from the Trail Creek Bridge, I have been following this project closely. I wake daily to the sound of bridge construction noise and on occasion get to enjoy it well into the evening. I am unable to enter and exit my street in both directions, and the flow of my work day is much impacted time wise due to traffic diversions.

While many see all of the above as negatives, I have championed the bridge work, as well as all of the other highway and street work in Ketchum and south of Ketchum, as projects that are vital to the well being of our community. These are projects that are difficult due to the constraints of the valley and its few bypasses. These are projects that must be completed and completed well.

To the end of completed well, the Trail Creek Bridge MUST be striped with 4 lanes! Please do not let my neighbors and me suffer through the construction with no change for the better!

Sincerely-

Kirstin Kozlowski kkozski@aol.com 208-720-2333

From: Jill Toby <jillstoby@gmail.com>

Sent: Wednesday, August 27, 2025 12:42 PM

**To:** Participate

**Subject:** Road into Ketchum

I would like to show my support with a majority of Wood River Valley residents. Please widen the road to 4 lanes from Seranade to River street. It makes sense on so many levels. No more funnels to slow traffic!! Thank you

Jill Toby jillstoby@gmail.com PO Box 2888 Sun Valley, ID 83353 208-720-2024

From: rachel aanestad <raanestad@yahoo.com>
Sent: Wednesday, August 27, 2025 10:59 AM

**To:** Participate

**Subject:** Revisions to HWY 75 plan

Follow Up Flag: Follow up Flag Status: Flagged

Hello,

I'm reaching out (particularly to Mr. Hutchinson) in opposition of striping Highway 75 over Trail Creek Bridge for two lanes instead of the four lanes the bridge is currently being built to accommodate. This recommendation comes despite a recent survey, in which 86.64% (!!!) of respondents favored four-lane striping. I can't understand how this is even still a conversation when the community has very loudly voted against this inane suggestion. There is already a bike path seconds away. Why would we go through the immense inconvenience of this road construction, only to create the same horrible bottleneck issue we had before. There will be sidewalks on both sides of the road regardless of whether the bridge is striped for two or four lanes, so pedestrian and bike traffic won't be deterred. And traffic from the south valley-as unfortunate as it is-will only continue to grow. Reducing to two lanes will create the worst bottleneck right at the town entrance!! Drivers will inevitably seek detours through residential neighborhoods such as Gem Street and along Second and Third Avenues, putting added traffic where people live. Let's not forget: Highway 75 is a highway. Traffic should flow on four lanes into town, not be forced into neighborhood streets. I hope that the council will take hear the very clear voices of the community and make the right decision to STRIPE FOR FOUR LANES on the highway at the entrance to Ketchum.

Thank you, Rachel

From: michael costello <michacos3@gmail.com>
Sent: Wednesday, August 27, 2025 3:17 PM

**To:** Participate

**Subject:** 4 lane striping for Trail Creek Bridge

I support four lane striping for Trail Creek Bridge.

As someone who drives into Ketchum nearly every day from Bellevue to recreate, shop, golf, ski, eat at restaurants and visit friends, to do anything other than four lanes is unimaginable for reasons stated by KBAC in the Idaho Mtn Express and enumerated below.

As a bike rider I never ride on SH75 over the bridge in any direction(nor do my 50+ fellow bikers). We use the bike path that already exists! It is unsafe and not necessary. Even if you put bike lanes in no one is going to use them since you have to get off main street immediately once you enter Ketchum and if your going South its pointless to not use the bike path which goes all the way to Bellevue safely. To argue that the few residents and businesses that exist south of trail creek would use it is ridiculous. Plus I know several who do reside there and are avid bikers and they would never ride on SH75.

Finally, it hasnt been mentioned in anything I've read on the subject but to have nearly 10,000 vehicles/day idling at the bottleneck that 2 lanes would create would emit an unnecessary amount of pollutants. Idling cars emit several harmful pollutants, including carbon monoxide (CO), nitrogen oxides (NOx), volatile organic compounds (VOCs), and particulate matter (PM). These substances contribute to smog, respiratory illnesses, and climate change. Idling also releases carbon dioxide (CO2), a greenhouse gas that contributes to global warming.

If Ketchum considers itself environmentally proactive this should be considered when making a decision.

Kindly consider four lanes at Trail Creek with no bike lanes and only pedestrain walkways north and south.

### **Michael Costello**

Cell: 970.227.2146

From: Joni Cashman <joni.cashman@gmail.com>
Sent: Wednesday, August 27, 2025 10:24 AM

**To:** Participate

**Subject:** Entrance to ketchum

Ketchum is an active community, we live in the area around the bridge. We go in and out of town by foot and bike. We do this to cut back on the cars on the road, the parking nightmare in Ketchum and to consider all the greenhouse pollution. We also as an Association that spent over 1 1/2 years negotiating with the ITD regarding the loss of property because of reconstruction. We were promised a bike lane and accessibility to the walking path. I feel if you change the original plan mid project you are jeopardizing our egress and ingress, and also the value of our property. How are we supposed to get into our property with 4 lanes? 2 lanes and a turn lane will alert drivers that people live in those areas and need to go home. We are taxpayers and have paid for our property for 20 + years. We have no intention of selling and expect the city and ITD to hold fast to the agreement they made with us. Please consider doing the right thing and abiding by the original agreement.

Joni Cashman/Michael Dunham

From: Kelley Jensen <kjensen@jensenconsult.com>
Sent: Wednesday, August 27, 2025 3:42 PM

**To:** Participate

**Subject:** Hwy 75 - 2 versus 4 lanes

Excluding the KBAC Board letter, 2 of the three individual letters were advocating for the two lane option. The third individual letter was written by a person from Hailey and advocated for 4 lanes.

That begs the question, where do the people live who voted for 4 lanes? Absent that information, the survey is flawed, in my opinion.

In all fairness, I think you need more information. If Ketchum residents truly want 4 lanes, then so be it. At this point, you don't know that.

Kelley Jensen Ketchum

Sent from my iPhone

From: Lolo D < larissaddehaas@gmail.com>
Sent: Tuesday, August 26, 2025 7:59 PM

**To:** Participate

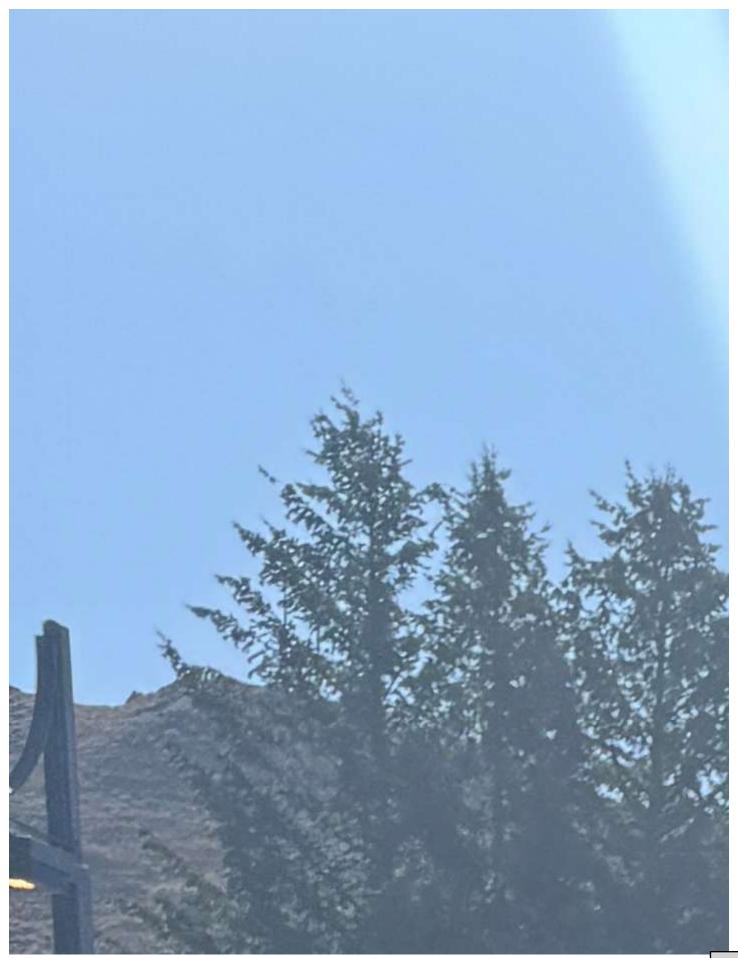
**Subject:** Re: once again cars threaten safety to get to a stop sign 5 seconds faster

Follow Up Flag: Follow up Flag Status: Flagged

Hi,

I would also like this to be added to the public comments for city council.

Here is a photo of the vehicle for the police to document.



| Thank you for your hard work,<br>Larissa  |
|---|
| On Mon, Aug 18, 2025 at 10:25 Participate < <u>participate@ketchumidaho.org</u> > wrote:  |
| Thank you for your email, Larissa,  |
| We have forwarded your complaint to the police department so that they can monitor this situation.  |
| Regards,  |
| CITY OF KETCHUM COMMUNITY ENGAGEMENT TEAM   |
| P.O. Box 2315   191 Fifth St. W.   Ketchum, ID 83340  |
| o: 208.726.3841   f: 208.726.7812   |
| participate@ketchumidaho.org   ketchumidaho.org   |
|   |
|   |
|   |
|   |
| From: Lolo D < <a href="mailto:larissaddehaas@gmail.com">larissaddehaas@gmail.com</a> Sent: Monday, August 18, 2025 10:09 AM To: Participate <a href="mailto:participate@ketchumidaho.org">participate@ketchumidaho.org</a> |
| Subject: once again cars threaten safety to get to a stop sign 5 seconds faster   |
| I had yet another vehicle speed past me on the 4th street "sharrow" "bike route".   |
| Do you know how alarming that is? Isn't that illegal to pass around a biker on a double yellow?   |

Your "bike network" is a joke when vehicles are still allowed to ignore the rules with complete abandon.

This is the third time this has happened in the past two weeks. If it is making me, an adult veteran bike rider surprised and frightened by the proximity of a speeding car getting around me JUST for me to catch it within 30 yards, then you have failed every child, older rider, and not as confident rider. It is only a matter of time until a deadly accident happens. The increasing bike ownership of everyone should make you care more about the safety of a road user who you have forced to be in the road with a deadly machine next to it.

- Larissa

From: Rick LeFaivre <rlefaivre@gmail.com>
Sent: Wednesday, August 27, 2025 4:24 PM

**To:** Participate

**Subject:** Letter in Support of Four-Lane Striping for Trail Creek Bridge

I would like to voice my support for striping Highway 75 over Trail Creek Bridge as four lanes. After all of the grief local residents have been put through to make Highway 75 a four-lane road from mid-Valley to Ketchum, it would be a real shame to create an artificial bottleneck at the entrance to Ketchum. And, encouraging bikers to ride along the highway and along Main Street when there is already a bike path into town seems crazy. I think local traffic issues could be mitigated by extending the 25 mph speed limit out to Serenade Lane. I also think the new stoplight at Serenade will break up traffic flow into town (although I must say I was in favor of a roundabout at that intersection).

Finally, I must point out that I am a resident of the City of Sun Valley, not Ketchum, but encourage the City Council to view this as a broader issue that impacts workers and shoppers from around the region coming into our commercial core, not just residents. Thank you very much for your consideration.

Rick LeFaivre 10 Villa Court Sun Valley

Rick LeFaivre 208-720-1666

1

From: Kelly Stratton < kellystratton@me.com>
Sent: Wednesday, August 27, 2025 9:08 AM

**To:** Participate

**Subject:** South of Limelight

Is a drive none of you do, or very rarely. So I understand the selfishness of denying work done at night....not caring about the over 1 hour traffic delay every morning which has been going on for months. (Nowhere should the delays of this magnitude be going on for this amount of time) But to try and deny what 90% of the people want, with a four line striping for Trail Creek Bridge...is just negligent. Please spend less time stealing signs and lying about the "bunch of people you've spoken to who want 2 lanes" (I'm assuming these are friends of yours and they are of the 13.36% who want 2) and do as the people wish.

From: Matthew Kopplin <mattkopplin@icloud.com>

Sent: Wednesday, August 27, 2025 8:44 AM

**To:** Participate **Subject:** 4 lanes!!

The people have spoken. 86% favor 4 lanes. It is not even close. Minority rule of the 14% is tyranny. When government stops listening to what the people clearly want we no longer have representation.

To have suffered through all this congestion to remain congested is insane. If we plan to stay at 2 lanes, we shouldn't have done ANY of this construction. It will be a bunch of suffering for nothing!

We have a bike path! It's beautiful and SAFE! a pedestrian sidewalk is sufficient. If we decide we need an independent bike path we can add that separately to a road bridge at much lower cost! Cyclists have many roads leading to Ketchum!

Please listen to the people. They have spoken. 4 lanes.

Sincerely, Matthew Kopplin

Sent from my iPhone

From: Steve Haims <svshaims@gmail.com>
Sent: Wednesday, August 27, 2025 5:28 PM

**To:** Participate

**Subject:** Four Lanes, Please

Dear K-town,

Just in case you need another opinion on the four lane question, I'm glad to once again let you know what I think. (I've been commenting on this specific item for years)

If your argument is 'we need to keep our small town feel' you have missed the boat as that ship has sailed with the addition of large hotels at the entrance of town and all the steel that is going into buildings around town.

If the argument is to 'keep speed down'; control it! Not only is this Main Street, but a major North/South route on State Highway 75.

Do not make the same mistake that was made in 1972 when there was the opportunity to build out then Hwy 93 to four lanes from Timmerman to the SNRA. Had that be approved we would not be in the mess we are now.

Plan for the future use, not the hoped one.

Allow four lanes over the Trail Creek and into and out of the town!

**Steve Haims** 



# CITY OF KETCHUM MINUTES OF THE CITY COUNCIL

Monday, August 18, 2025 191 5<sup>th</sup> Street West, Ketchum, ID

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

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

### **ROLL CALL CITY COUNCIL:**

Mayor Neil Bradshaw Amanda Breen Courtney Hamilton Tripp Hutchinson

### **ABSENT:**

Spencer Cordovono

### **ALSO PRESENT:**

Abby Rivin—Senior Planner
Ben Whipple—Senior Project Manager
Carissa Connelly – Housing Director
Daniel Hansen—Director of Community Engagement
Eve Cord – Blaine County Sustainability
Andrew Mentzer – Blaine County Sustainability
Jade Riley—City Administrator
Matt Johnson – City Legal Council
Mike Goitiandia – Clear Creek Disposal
Morgan Landers—Director of Planning and Building
Paige Neid – Associate Planner
Seth Martin – Fire Chief
Trent Donat—City Clerk & Business Manager

### **COMMUNICATIONS FROM MAYOR AND COUNCIL:**

Comments and discussion by the Council (00:00:45 in video)

### **CONSENT AGENDA:**

Motion to approve Consent Agenda item numbers #2 - #8 (00:03:45 in video)

**MOVER:** Amanda Breen

**SECONDER:** Courtney Hamilton

AYES: Amanda Breen, Tripp Hutchinson, Courtney Hamilton

**RESULT: Motion Passes** 

#9. Recommendation to approve compliance and administration contract with Placemate, Inc. for Lease to Locals and Rental Preservation Program (00:03:58 in video)

Questions, comments and discussion by the Council (00:04:01 in video)

Motion to approve contact # 5618 with Placemate, Inc. (00:07:23 in video)

MOVER: Amanda Breen

**SECONDER:** Courtney Hamilton

NAYS: Tripp Hutchinson RESULT: Motion Passes

# #10. Recommendation to approve Resolution 25-016 for the reappointment of Brenda Moczygemba to the Planning and Zoning Commission for a term expiring September 08, 2028 (00:07:43 in video)

Questions, comments, and discussion by the Council (00:07:45 in video)

# Motion to approve Resolution 25-016 for the reappointment of Brenda Moczygemba to the Planning and Zoning Commission (00:17:15 in video)

**MOVER:** Amanda Breen

**SECONDER:** Coutney Hamilton

NAYS: Tripp Hutchinson RESULT: Motion Passes

# #11. Recommendation to approve Decision of Administrative Appeal P25-008, Design Review Extension for PEG Hotel (00:17:28 in video)

Questions, comments and discussion by the Council (00:17:36 in video)

No motion. Item #11 tabled to the end of the City Council meeting for a staff side caucus.

### **PUBLIC HEARING:**

# 12. Recommendation to conduct public hearing and second reading of Ordinance 1265 – FY2026 Budget

Presented by: Jade Riley, sub for Brent Davis, Director of Finance (00:20:42 in video)

Public Hearing Opened (00:21:02 in video)

• Gary Loften (00:21:28 in video)

Public Hearing Closed (00:24:36 in video)

### Motion to approve the second reading by title only of Ordinance 1265 and schedule the third reading

(00:24:58 in video)

**MOVER:** Tripp Hutchinson **SECONDER:** Tripp Hutchinson

AYES: Amanda Breen, Courtney Hamilton, Tripp Hutchinson

**RESULT: Motion Passes** 

### Second Reading of Ordinance 1265 by title only.

Read by: Trent Donat (00:25:16 in video)

# 13. Recommendation to conduct public hearing and consolidate the second and third readings by title only of Ordinance 1266 prohibiting use of compression brakes within city limits

Presented by: Jade Riley (00:25:57 in video)

Public Hearing Opened (00:26:23 in video) Public Hearing Closed (00:26:32 in video) Motion to conduct public hearing and consolidate the second and third readings of Ordinance 1266 prohibiting use of compression brakes within city limits (00:26:59 in video)

**MOVER:** Courtney Hamilton **SECONDER:** Tripp Hutchinson

AYES: Courtney Hamilton, Tripp Hutchinson, Amanda Breen

**RESULT**: Motion Passes

Second and Third Reading of Ordinance 1266 by title only.

Read by: Trent Donat (00:27:13 in video)

Motion to adopt Ordinance 1266 (00:27:58 in video)

Mover: Amanda Breen

**SECONDER:** Tripp Hutchinson

AYES: Amanda Breen, Tripp Hutchinson, Courtney Hamilton

**RESULT: Motion Passes** 

# 14. Recommendation to hold a public hearing, review, and provide direction on the Limelight Hotel Planned Unit Development Conditional Use Permit and Development Agreement Amendment Applications

Presented by: Abby Rivin (00:28:06 in video)

Applicant presentation by Jim Garrison and Andy Reid (00:44:56 in video)

Public Hearing Opened (00:52:59 in video)

- Peter Prekeges (00:53:13 in video)
- Mike Murphy (00:54:28 in video)
- Keith Perry (00:54:40 in video)
- Heidi Schernthanner, zoom (00:56:09 in video)

Public Hearing Closed (00:57:35 in video)

Questions, comments and discussion by the Council. (00:57:40 in video)

Motion to deny the application for the Limelight Hotel to change the PUDC/CUP agreement

**applications** (01:17:23 in video) **MOVER:** Tripp Hutchinson

**SECONDER:** None

Motion to approve the amendment to the Limelight PUDC/CUP application allowing flexibility for the applicant to either provide a deed restricted physical unit or pay an in-lieu fee and direct staff to return with findings of fact and an amended development agreement with a category of local.

(01:17:43 in video)
MOVER: Amanda Breen

**SECONDER:** Courtney Hamilton

**NAYES:** Tripp Hutchinson **RESULT:** Motion Passes

### **NEW BUSINESS:**

15. Review and discussion of revisions to the Cohesive Ketchum Comprehensive Plan.

Presented by: Morgan Landers (01:19:10 in video)

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

# 16. Recommendation to approve Memorandum of Understanding 25-007 with the Ketchum Fire District

Presented by: Jade Riley (01:42:08 in video)

Questions, comments, discussion by the Council (01:47:13 in video)

# Motion to approve the Memorandum of Understanding 25-007 with the Ketchum Fire District with recommended edits. (02:06:49 in video)

MOVER: Courtney Hamilton SECONDER: Amanda Breen NAYES: Tripp Hutchinson RESULT: Motion Passes

# 17. Recommendation to approve restriping to four travel lanes on Highway 75 (Serenade Lane to River Street)

Presented by: Ben Whipple and Jade Riley (02:07:26 in video)

Public Hearing Opened (02:09:30 in video)

- Otis Harrigan (02:09:42 in video)
- Wayland Harrigan (02:09:59 in video)
- Matthew Harrigan (02:14:43 in video)
- Michael David, remote (02:20:07 in video)

Public Hearing Closed (02:23:45 in video)

Questions, comments, discussion by the Council (02:23:48 in video)

### Motion to deny restriping to four travel lanes on Highway 75 from Serenade Lane to River Street.

(02:31:18 in video)

**MOVER:** Tripp Hutchinson

**SECONDER:** None

Continued questions, comments, discussion by the Council (02:31:52 in video)

### Second motion to deny restriping to four travel lanes on Highway 75 from Serenade Lane to River

**Street.** (02:42:48 in video) **MOVER:** Tripp Hutchinson

SECONDER: None

Item #17 is tabled (02:43:15 in video)

### 18. Recommendation to approve city-wide implementation of wildlife-resistant carts

Presented by: Jade Riley (02:44:16 in video)

Questions, comments, and discussion by the Council. (02:47:18 in video)

Motion to approve city-wide implementation of wildlife resistant carts (02:51:52 in video)

MOVER: Tripp Hutchinson SECONDER: Courtney Hamilton

AYES: Tripp Hutchinson, Courtney Hamilton, Amanda Breen

**RESULT: Motion Passes** 

### 19. Briefing regarding November Municipal Elections

Presented by: Jade Riley (02:52:38 in video)

Questions, comments, and discussion by the Council (02:59:35 in video)

Public comment by petitioner, Anne Corrock (03:10:56 in video)

Continued questions, comments, and discussion by the Council to schedule a special meeting (03:15:05 in video)

Public comment by Marshall Robbins (03:18:57 in video)

# 11. (Discussion return): Recommendation to approve Decision of Administrative Appeal P25-008, Design Review Extension for PEG Hotel (03:18:57 in video)

Questions, comments, and discussion by the Council (03:20:00 in video)

Motion to continue the action item #11 – Recommendation to approve Decision of Administrative Appeal P25-008, Design Review Extension for PEG Hotel to the upcoming special meeting (03:22:25 in video)

**MOVER:** Amanda Breen

**SECONDER**: Courtney Hamilton

AYES: Amanda Breen, Courtney Hamilton, Tripp Hutchinson

**RESULT: Motion Passes** 

# 20. Recommendation to review and provide policy direction regarding snowmelt installation within the public rights-of-way

Presented by: Paige Nied (03:22:17 in video)

Questions, comments, and discussion by the Council (03:36:07 in video)

Public comment by Brian Poster (03:40:30 in video)

Additional questions, comments, and discussion by the Council (03:45:16 in video)

# Motion to approve the proposed snow melt policy and direct staff to write the policy (03:47:07 in video)

MOVER: Courtney Hamilton

**SECONDER:** Tripp Hutchinson

AYES: Amanda Breen, Courtney Hamilton, Tripp Hutchinson

**RESULT: Motion Passes** 

### **ADJOURNMENT:**

| on                   |
|----------------------|
|                      |
|                      |
|                      |
|                      |
|                      |
|                      |
| Neil Bradshaw, Mayor |
|                      |
|                      |
|                      |
|                      |
|                      |
|                      |
|                      |

Motion to adjourn. (03:47:24 in video)

| City of Ketchum  |                          | Payment Approval Report - by GL Council<br>Report dates: 8/12/2025-8/26/2025   | . Council<br>/2025 |                             | Page: 1<br>Aug 26, 2025 07:18PM |
|--|--------------------------|--|--------------------|-----------------------------|---------------------------------|
| Report Criteria: Invoices with totals above \$0 included. Paid and unpaid invoices included. [Report].GL Account Number = "0111 Invoice Detail.Voided = No.Yes | cd.<br>110000000"-"97000 | ort Criteria:<br>Invoices with totals above \$0 included.<br>Paid and unpaid invoices included.<br>[Report].GL Account Number = "0110000000"-"9700000000", "9910000000"-"9911810000"<br>Invoice Detail.Voided = No.Yes |                    |                             |                                 |
| Vendor Name  | Invoice Number           | Description  | Net Invoice Amount | Purchase Order Number GL Ac | GL Activity Number              |
| GENERAL FUND   |                          |  |                    |                             |                                 |
| 01-2300-0000 DEPOSITS-PARKS & EVENTS Community Library 082225  | <b>EVENTS</b> 082225     | Refund of Deposit  | 500.00             |                             | 0                               |
| 01-3200-1150 OFF-SITE BUS,/SPECIAL EVENTS P Community Library 082225   | 31AL EVENTS P<br>082225  | Refund of Overpayment  | 500.00             |                             | 0                               |
| Total:   |                          |  | 1,000.00           |                             |                                 |
| ADMINISTRATIVE SERVICES  |                          |  |                    |                             |                                 |
| 01-4150-3100 OFFICE SUPPLIES & POSTAGE   | POSTAGE                  |  |                    |                             |                                 |
| Gem State Paper & Supply   | 1146501                  | Copy paper and office supplies   | 142.42             |                             | 0                               |
| Gem State Paper & Supply   | 1146501-01               | Letter opener, copy paper  | 98.26              |                             | 0                               |
| Gem State Paper & Supply   | 1146501-02               | Hand letter opener   | 7.72               |                             | 0                               |
| Worth Printing   | 8967                     | Budget Books   | 788.26             |                             | 0                               |
| 01-4150-4200 PROFESSIONAL SERVICES   | RVICES                   |  |                    |                             |                                 |
| Puddicombe, Maureen  | 080825                   | Coverage for the Front Desk  | 37.50              |                             | 0 (                             |
| Nested Strategies  | 1274                     | Warm Springs Preserve Philanthropy Counsel   | 5,562.50           |                             | 0 (                             |
| Nested Strategies  | 12/5                     | Warm Springs Preserve Philanthropy Counsel  UD concording and cofficient corrigor  | 4,062.50           |                             | 0 0                             |
| Doct Day HD  | 45883                    | UD conculting and coffmers convises  | 5 418 75           |                             |                                 |
| FD Ventures  | 43883<br>2025-07         | The Consuming and Souward Services  Year Contract for Community Engagement/Event Support   |                    | 25102                       | 0 0                             |
| 01-4150-4400 ADVERTISING & LEGAL PUBLICATIO  | GAL PUBLICATIO           | 0  |                    |                             |                                 |
| Express Publishing, Inc  | 10002196 0731            | Advertising services and legal notices   | 58.65              |                             | 0                               |
| Express Publishing, Inc  | 10002196 0731            | Advertising services and legal notices   | 831.04             |                             | 0                               |
| Express Publishing, Inc  | 10002196 0731            | Advertising services and legal notices   | 145.53             |                             | 0                               |
| Express Publishing, Inc  | 10002196 0731            | Advertising services and legal notices   | 1,554.00           |                             | 0                               |
| Express Publishing, Inc  | 10002196 0731            | Advertising services and legal notices   | 94.88              |                             | 0                               |
| Express Publishing, Inc  | 10002196 0731            | Advertising services and legal notices   | 1,554.00           |                             | 0                               |
|  |                          |  |                    |                             |                                 |

| City of Ketchum   |  | Payment Approval Report - by GL Council<br>Report dates: 8/12/2025-8/26/2025   | L Council<br>5/2025                            |  | Page: 2<br>Aug 26, 2025 07:18PM |
|---|--|--|--|--|---------------------------------|
| Vendor Name   | Invoice Number   | Description  | Net Invoice Amount                             | Purchase Order Number GL Activity Number | oer<br>                         |
| 01-4150-5100 TELEPHONE & COMMUNICATIONS Syringa Networks LLC 25AUG0293                                    | MUNICATIONS<br>25AUG0293   | Internet and ethernet bandwidth services for August 2025   | 4,500.00                                       |  | 0                               |
| 01-4150-5110 COMPUTER NETWORK CDW Government, Inc A Integrated Technologies                               | RK<br>AF5XB6B<br>267150  | Adobe Acrobat Standard for teams subscription<br>Contract invoice for copies and prints billing period   | 61.12  |  | 0 0                             |
| 01-4150-5150 COMMUNICATIONS Express Publishing, Inc Express Publishing, Inc Worth Printing Worth Printing | 10002196 0731<br>10002196 0731<br>8452<br>8541                   | Advertising services and legal notices Advertising services and legal notices Coroplast Signs Warm Springs Preserve Construction map sign                          | 1,276.00<br>1,276.00<br>36.99<br>449.28        |  | 0 0 0 0                         |
| 01-4150-5200 UTILITIES<br>Civ of Ketchum  | JUNE/JULY20  | 208 - 191 W 5TH ST   | 911.50   |  | 0                               |
| City of Ketchum City of Ketchum City of Ketchum   | JUNE/JULY20<br>JUNE/JULY20<br>JUNE/JULY20                        | 772 - 131 E RIVER ST<br>9994 - 900 N 3RD AVE<br>360 - 171 E RIVER ST   | 147.46<br>442.06<br>124.34                     |  | 0 0 0                           |
| Idaho Power<br>Idaho Power<br>Idaho Power<br>Idaho Power  | 2203990334 08<br>2206570869 08<br>2224128120 08<br>2260077785 08 | 2203990334 131 E River St, 296 N 1st Ave Light Center<br>2206570869 171 E River St<br>2224128120 191 5th St W<br>180 E 1st St WHSE<br>2260077785 180 E 1st St Whse | 63.48<br>31.93<br>1.115.62<br>405.45<br>135.72 |  | 00000                           |
| 01-4150-6500 CONTRACTS FOR SERVICES Enourato, Lisa Total ADMINISTRATIVE SERVICES:                         | RVICES<br>119<br>CES:  | Project support and miscellaneous services   | 2.975.00                                       |  | 0                               |
| LEGAL 01-4160-4200 PROFESSIONAL SERVICES White Peterson Law Firm 24893                                    | VICES<br>24892R 073125   | Legal services for general city administration, water rights, and planning & zoning  | 16.500.00                                      |  | 0                               |
| Total LEGAL: PLANNING & BUILDING  |  |  | 16,500.00                                      |  |                                 |
| 01-4170-4200 PROFESSIONAL SERVICES Mattison, Robyn 2025.  | VICES<br>2025.07   | Engineering services for building permit and development review applications   | 9,028.75                                       |  | 0                               |

| City of Ketchum   |                                      | Payment Approval Report - by GL Council<br>Report dates: 8/12/2025-8/26/2025  | Council<br>2025       |                       |                    | Page: 3<br>Aug 26, 2025 07:18PM |
|---|--------------------------------------|---|-----------------------|-----------------------|--------------------|---------------------------------|
| Vendor Name   | Invoice Number                       | Description   | Net Invoice Amount    | Purchase Order Number | GL Activity Number |                                 |
| S & C Associates LLC  | 3508-3513                            | Professional engineering consulting services for various city   | 05.769                |                       | 0                  |                                 |
| S & C Associates LLC  | 3544-3556                            | projects Professional consulting services for various engineering and doublement received.                                      | 2,900.00              |                       | 0                  |                                 |
| Loggia Preservation LLC   | 202508111                            | development projects<br>Historic Reconnaissance Survey Professional Services  | 9,262.50              | 25137                 | 0                  |                                 |
| 01-4170-4210 PROFESSIONAL SERVICES - IDBS<br>Safebuilt LLC 2018720<br>Safebuilt LLC 2028352 | <b>RVICES - IDBS</b> 2018720 2028352 | Building permits, plan checks, and demolition fees Building inspection services for various commercial and residential projects | 85,757.33<br>9,687.50 |                       | 0 0                |                                 |
| 01-4170-4220 PROF SVCS-FLOOD PLAIN PROG REM<br>Harmony Design & Engineering 25421           | PLAIN PROG REN<br>25421              | M Professional services for various projects  | 937.50                |                       | 0                  |                                 |
| Total PLANNING & BUILDING:  | Ä                                    |   | 118,271.08            |                       |                    |                                 |
| NON-DEPARTMENTAL  |                                      |   |                       |                       |                    |                                 |
| 01-4193-4200 PROFESSIONAL SERVICE   | RVICE                                |   |                       |                       |                    |                                 |
| Caselle, Inc  | L9860-ANI                            | Cloud hosting, maintenance, and support services  | 4,550.00              |                       | 0                  |                                 |
| Strata  | BO2501295-IN                         | YMCA Housing  | 15,850.00             | 25169                 | 0                  |                                 |
| Gallagher Benefit Services<br>Trademark Design & Fabrication                                | 349472<br>5887                       | Consulting services for ongoing engagement Viewfinder Design Services   | 2,083.33<br>16,800.00 | 25163                 | 0                  |                                 |
| 01-4193-4220 IT PROFESSIONAL SERVICES   | SERVICES                             | Comme natural and wooledation ensinteness and amount  | 15 100 30             |                       | C                  |                                 |
| Netenum Computers, me.  | 21190                                | server, network, and workstation maintenance and support  | 05,189.50             |                       | D                  |                                 |
| 01-4193-9930 GENERAL FUND OP. CONTINGENCY   | CONTINGENCY                          |   |                       |                       |                    |                                 |
| CDW Government, Inc   | AF3189N                              | Ketchum Fire District IT Equipment  | 11,075.40             | 25144                 | 0                  |                                 |
| CDW Government, Inc   | AF3189N                              | Ketchum Fire District IT Equipment  | 8,194.60              | 25144                 | 0                  |                                 |
| CDW Government, Inc   | AF5DM7K                              | Ketchum Fire District IT Equipment  | 6,025.96              | 25144                 | 0                  |                                 |
| CDW Government, Inc   | AF5F78F                              | Ketchum Fire District IT Equipment  | 144.31                | 25144                 | 0                  |                                 |
| HDR Engineering, Inc.   | 1200749721                           | Stop Sign Study   | 2,099.00              | 25121                 | 0                  |                                 |
| White Cone Construction   | 25-322-01                            | Time & Materials Invoice for construction services  | 1,990.67              |                       | 0                  |                                 |
| Jacobs Engineering Group, Inc.  | W3Y27900-006                         | Miscellaneous On Call Services  | 3,483.00              | 25081                 | 0                  |                                 |
| GGLO<br>Eogla Ona Sacurity  | 2025035.01 - 0                       | 4th Street Concept Troffic control continue   | 1,400.00              | 25120                 | 0                  |                                 |
| Eagle One Security  | 1310                                 | Traffic control services  | 1,050.00              |                       | O                  |                                 |
| Total NON-DEPARTMENTAL:   |                                      |   | 89,935.57             |                       |                    |                                 |
|   |                                      |   |                       |                       |                    |                                 |

# FACILITY MAINTENANCE

| City of Ketchum   |                         | Payment Approval Report - by GL Council<br>Report dates: 8/12/2025-8/26/2025                                 | 1. Council<br>6/2025   |                       |                    | Page: 4<br>Aug 26, 2025 07:18PM |
|---|-------------------------|--|------------------------|-----------------------|--------------------|---------------------------------|
| Vendor Name   | Invoice Number          | Description  | Net Invoice Amount Pur | Purchase Order Number | GL Activity Number |                                 |
| 01-4194-3200 OPERATING SUPPLIES<br>Gem State Paper & Supply | L <b>IES</b><br>1146341 | Low density trash bags and compact coreless tissue   | 956.31                 |                       | 0                  |                                 |
| 01-4194-4200 PROFESSIONAL SERVICES Arbor Care 1893:         | SRVICES<br>18935        | Tree removal and cleanup services  | 3.000.00               |                       | 0                  |                                 |
| Big Wood Landscape, Inc.<br>Big Wood Landscape, Inc.        | 32404<br>32406          | Tree/shrub/flower planting labor and equipment rental Miscellaneous parts and materials for irrigation clock | 1,320.00               |                       | 0 0                |                                 |
| 01-4194-4210 PROFESSIONAL SERVE-CITY TREES                  | CRVC-CITY TREES         |  |                        |                       |                    |                                 |
| Arbor Care  | 18107                   | 2025 Plant Healthcare Contract   | 145.00 25103           | 103                   | 0                  |                                 |
| Arbor Care  | 18130                   | 2025 Plant Healthcare Contract   |                        | 25103                 | 0                  |                                 |
| Arbor Care  | 18132                   | 2025 Plant Healthcare Contract   |                        | 25103                 | 0                  |                                 |
| Arbor Care  | 18136                   | 2025 Plant Healthcare Contract   |                        | 25103                 | 0                  |                                 |
| Arbor Care  | 18143                   | 2025 Plant Healthcare Contract   |                        | 25103                 | 0                  |                                 |
| Arbor Care  | 18145                   | 2025 Plant Healthcare Contract   |                        | 25103                 | 0                  |                                 |
| Arbor Care  | 18437                   | 2025 Plant Healthcare Contract   | 275.00 25103           | 103                   | 0                  |                                 |
| 01-4194-5200 UTILITIES                                      |                         |  |                        |                       |                    |                                 |
| City of Ketchum   | JUNE/JULY20             | 456 - 1178 WARM SPRINGS RD   | 12,288.64              |                       | 0                  |                                 |
| City of Ketchum   | JUNE/JULY20             | 536 - ST SCAPE / PLANTER BOXES   | 668.33                 |                       | 0                  |                                 |
| City of Ketchum   | JUNE/JULY20             | 1127 - 571 E 5TH ST & N  | 277.73                 |                       | 0                  |                                 |
| City of Ketchum   | JUNE/JULY20             | 1650 - 180 E 1ST ST  | 124.36                 |                       | 0                  |                                 |
| City of Ketchum   | JUNE/JULY20             | 9991 - 371 N EAST AVE  | 382.98                 |                       | 0                  |                                 |
| City of Ketchum   | JUNE/JULY20             | 9996 - 1173 WARM SPRINGS RD  | 125.74                 |                       | 0                  |                                 |
| City of Ketchum   | JUNE/JULY20             | 532 - 120 S 1ST AVE  | 3,376.35               |                       | 0                  |                                 |
| City of Ketchum   | JUNE/JULY20             | 560 - 340 EDELWEISS AVE N  | 304.40                 |                       | 0                  |                                 |
| City of Ketchum   | JUNE/JULY20             | 1245 - 600 E 1ST ST  | 92.28                  |                       | 0                  |                                 |
| City of Ketchum   | JUNE/JULY20             | 9995 - 900 N 3RD AVE IRR   | 363.49                 |                       | 0                  |                                 |
| Idaho Power   | 2201272487 08           | 2201272487 480 E 4th St Rest   | 49.02                  |                       | 0                  |                                 |
| Idaho Power   | 2203313446 08           | 2203313446 900 N 3rd Ave Rest  | 26.57                  |                       | 0                  |                                 |
| Idaho Power   | 2203538992 08           | 2203538992 480 E 4th St Event  | 78.89                  |                       | 0                  |                                 |
| Idaho Power   | 2206452274 08           | 2206452274 900 N 3rd Ave Pmp   | 238.06                 |                       | 0                  |                                 |
| Idaho Power   | 2206452274 08           | 2206452274 571 5th St Spkr   | 26.34                  |                       | 0                  |                                 |
| Idaho Power   | 2208579470 08           | 2208579470 215 Lewis St Compactor  | 845.74                 |                       | 0                  |                                 |
| Idaho Power   | 2208794558 08           | 2208794558 EV Charger  | 65.37                  |                       | 0                  |                                 |
| 01-4194-5900 REPAIR & MAINTENANCE-BUILDINGS                 | ENANCE-BUILDIN          | SS   |                        |                       |                    |                                 |
| Sentinel Fire & Security, Inc                               | 114462                  | Annual fire alarm inspection for Ketchum Ore Wagon Museum  | 220.00                 |                       | 0                  |                                 |
| Sentinel Fire & Security, Inc                               | 114513                  | Annual Fire Alarm Inspection for Historical Park Buildings   | 110.00                 |                       | 0                  |                                 |
|   |                         |  |                        |                       |                    |                                 |

| City of Ketchum                             |                | Payment Approval Report - by GL Council<br>Report dates: 8/12/2025-8/26/2025 | Council<br>2025    |                       | V                  | Page: 5<br>Aug 26, 2025 07:18PM |
|---|----------------|--|--------------------|-----------------------|--------------------|---------------------------------|
| Vendor Name                                 | Invoice Number | Description  | Net Invoice Amount | Purchase Order Number | GL Activity Number |                                 |
| 01-4194-5910 REPAIR & MAINT-491 SV ROAD     | 91 SV ROAD     |  |                    |                       |                    |                                 |
| City of Ketchum                             | JUNE/JULY20    | 192 - 491 E SUN VALLEY RD  | 793.75             |                       | 0                  |                                 |
| Idaho Power                                 | 2202522062 08  | 2202522062 491 E Sun Valley Rd   | 592.52             |                       | 0                  |                                 |
| Sentinel Fire & Security, Inc               | 114478         | Fire system battery replacement service for Starbucks                        | 153.95             |                       | 0                  |                                 |
| Sentinel Fire & Security Inc                | 114517         | Visitor's Center Annual Fire Alarm Inspection for Starbucks Visitor's Center | 110.00             |                       | C                  |                                 |
| Sentinel Fire & Security, Inc               | 114518         | Fire system battery installation for Starbucks Visitor's Center              | 171.28             |                       | 0                  |                                 |
| Thornton Heating                            | 68433          | A/C unit servicino   | 390 00             |                       | 0                  |                                 |
| Wood River Enterprises LLC                  | 2617           | Window cleaning services for 491 SV Rd                                       | 740.00             |                       | 0                  |                                 |
| 01-4194-5950 REPAIR & MAINT-WARM SPRINGS PR | VARM SPRINGS P | ~  |                    |                       |                    |                                 |
| A.C. Houston Lumber Co                      | 2508-916301    | Sealant and cedar shims  | 30.09              |                       | 0                  |                                 |
| Idaho Power                                 | 2226452353 07  | 2226452353 299 Bald Mtn Rd   | 384.11             |                       | 0                  |                                 |
| Pipeco, Inc.                                | S5935172.001   | Marking paint  | 71.35              |                       | 0                  |                                 |
| Pipeco, Inc.                                | S5936474.001   | Couplings, poly cutter   | 21.99              |                       | 0                  |                                 |
| Pipeco, Inc.                                | S6017946.001   | Irrigation supply  | 45.45              |                       | 0                  |                                 |
| Pipeco, Inc.                                | S6068642.001   | Irrigation supply  | 157.41             |                       | 0                  |                                 |
| Pipeco, Inc.                                | S6069403.001   | PVC hand saw   | 102.78             |                       | 0                  |                                 |
| Pipeco, Inc.                                | S6071325.001   | PVC cement, primer   | 20.65              |                       | 0                  |                                 |
| Silver Creek Supply                         | 0022628426-00  | PVC pipe, elbow, and coupler   | 991.73             |                       | 0                  |                                 |
| Silver Creek Supply                         | 0022674071-00  | PVC pipes and fittings with a material return                                | 205.03             |                       | 0                  |                                 |
| Right Brain Unlimited LLC                   | 34842          | Dog Park Pet Waste Bags  | 3,797.48           |                       | 0                  |                                 |
| 01-4194-6950 MAINTENANCE                    |                |  |                    |                       |                    |                                 |
| A.C. Houston Lumber Co                      | 2508-913801    | Gloves   | 4.79               |                       | 0                  |                                 |
| A.C. Houston Lumber Co                      | 2508-915592    | Caulk guns and caulk   | 25.97              |                       | 0                  |                                 |
| Big Wood Landscape, Inc.                    | 32405          | Top soil and super soil delivery   | 380.00             |                       | 0                  |                                 |
| CEM Aquatics                                | 22207          | Splash pad equipment   | 970.00             |                       | 0                  |                                 |
| Chateau Drug Center                         | 3043804        | Blowoff Duster   | 9.49               |                       | 0                  |                                 |
| Chateau Drug Center                         | 3044188        | Bulbs  | 37.98              |                       | 0                  |                                 |
| Chateau Drug Center                         | 3047864        | Sanding blocks and sheets  | 60.6               |                       | 0                  |                                 |
| Pipeco, Inc.                                | S5982040.001   | Coupler  | 33.43              |                       | 0                  |                                 |
| Pipeco, Inc.                                | S5982393.001   | PVC nipple, teflon paste, glove, and round green box                         | 30.45              |                       | 0                  |                                 |
| Pipeco, Inc.                                | S6052191.001   | Irrigation flags   | 15.05              |                       | 0                  |                                 |
| Pipeco, Inc.                                | S6054546.001   | Irrigation supply  | 56.12              |                       | 0                  |                                 |
| Warm Springs Auto Parts LLC                 | 210952         | Standard capsule parts   | 10.95              |                       | 0                  |                                 |
| Total FACILITY MAINTENANCE:                 | CE:            |  | 36,144.36          |                       |                    |                                 |

| City of Ketchum   |   | Payment Approval Report - by GL Council<br>Report dates: 8/12/2025-8/26/2025   | . Council<br>72025                  |                       |                    | Page: 6<br>Aug 26, 2025 07:18PM |
|---|---|--|-------------------------------------|-----------------------|--------------------|---------------------------------|
| Vendor Name   | Invoice Number  | Description  | Net Invoice Amount                  | Purchase Order Number | GL Activity Number |                                 |
| POLICE  |   |  |                                     |                       |                    |                                 |
| 01-4210-3500 MOTOR FUELS & LUBRICANTS<br>Christensen Inc. CL93826   | UBRICANTS<br>CL93826  | CSO CFN - 1001227  | 73.78                               |                       | 0                  |                                 |
| 01-4210-3610 PARKING OPS PROCESSING FEES<br>Data Ticket Inc   | CESSING FEES<br>182223  | Citation processing, collection, and maintenance services  | 1,289.35                            |                       | 0                  |                                 |
| 01-4210-3620 PARKING OPS EQUIPMENT FEES Day Wireless Systems INV869764  | IPMENT FEES<br>INV869764  | Radio installation for Ketchum Police Division   | 487.50                              |                       | 0                  |                                 |
| 01-4210-4200 PROFESSIONAL SERVICES Marky's Super Tow 4177 Marky's Super Tow 4183  | RVICES<br>41774<br>41831  | Vehicle relocation and towing services<br>Towing and hook fees for multiple vehicles   | 808.00<br>528.00                    |                       | 0 0                |                                 |
| <b>01-4210-5100 TELEPHONE &amp; COMMUNICATIONS</b> Century Link 333466365 081   | MMUNICATIONS<br>333466365 081                                   | 333466365 Monthly Telephone Services   | 213.05                              |                       | 0                  |                                 |
| Total POLICE:   |   |  | 3,399.68                            |                       |                    |                                 |
| FIRE & RESCUE   |   |  |                                     |                       |                    |                                 |
| 01-4230-3200 OPERATING SUPPLIES FIRE A.C. Houston Lumber Co A.C. Houston Lumber Co 2508-9 A.C. Houston Lumber Co 2508-9 Business As Usual. Inc. | JES FIRE<br>2506-887184<br>2508-916649<br>2508-916654<br>169626 | Drill bit, eye bolt, lag shield<br>Lumber and building materials<br>Returned Item Credit<br>Notary book, FedEx shipping, and toner | 36.81<br>240.32<br>32.32-<br>100.28 |                       | 0000               |                                 |
| Business As Usual, Inc.<br>Chateau Drug Center  | 169862<br>3052878   | Office supplies, toner, and shipping Packing tape  | 151.60                              |                       | 0 0                |                                 |
| 01-4230-3210 OPERATING SUPPLIES EMS   | JES EMS   |  | •                                   |                       | <                  |                                 |
| Business As Usual, Inc. Business As Usual, Inc.   | 169862<br>169862  | Notary book, FedEx Snipping, and toner<br>Office supplies, toner, and shipping   | 151.59                              |                       | 0                  |                                 |
| Norco   | 0044326908  | Medical oxygen and delivery/handling charge  | 220.05                              |                       | 0                  |                                 |
| Notes<br>Henry Schein   | 00443/8033<br>45362024  | infedical oxygen and derivery service Medical and EMS supplies for transport chair and cervical collar                             | 390.14                              |                       | 0                  |                                 |
| 01-4230-3500 MOTOR FUELS & LUBRICANTS FIRE Christensen Inc.   | UBRICANTS FIRE<br>CL93825                                       | Fire CFN - 1001221   | 17.6201                             |                       | 0                  |                                 |

| City of Ketchum   |  | Payment Approval Report - by GL Council<br>Report dates: 8/12/2025-8/26/2025  | Council<br>2025                          |                       | Ì  | Page: 7<br>Aug 26, 2025 07:18PM |
|---|--|---|--|-----------------------|--|---------------------------------|
| Vendor Name   | Invoice Number   | Description   | Net Invoice Amount                       | Purchase Order Number | GL Activity Number                       |                                 |
| 01-4230-3510 MOTOR FUELS & LUBRICANTS EMS<br>Christensen Inc. CL93825   | IBRICANTS EMS<br>CL93825   | Fire CFN - 1001221  | 429.43                                   |                       | 0  |                                 |
| 01-4230-4200 PROFESSIONAL SERVICES FIRE<br>Business As Usual, Inc. 168314<br>White Peterson Law Firm 169428   | VICES FIRE<br>168314<br>169428                                     | Fedex Shipping<br>Legal services for drafting and revising Memorandum of<br>Understanding   | 6.87                                     |                       | 0 0                                      |                                 |
| 01-4230-4210 PROFESSIONAL SERVICES EMS<br>Business As Usual, Inc. 168314<br>White Peterson Law Firm 169428  | VICES EMS<br>168314<br>169428                                      | Fedex Shipping<br>Legal services for drafting and revising Memorandum of<br>Understanding   | 6.88                                     |                       | 0 0                                      |                                 |
| 01-4230-4920 TRAINING-FACILITY<br>Clear Creek Disposal<br>Idaho Power<br>Altitude Services LLC  | r<br>0001832517<br>2224210258 08<br>1891                           | Portable restroom rental and service for July 2025 2224210258 219 Lewis St Fire Training Center Exterior Pressure Washing and Painting 50% Deposit  | 72.44<br>32.37<br>6.787.50               | 25165                 | 0 0 0                                    |                                 |
| 01-4230-4940 IDL FIRE EXPENSES Curtis Tools for Heroes  | 8696L6ANI  | Fuel line and related services  | 341.72                                   |                       | 0  |                                 |
| 01-4230-5200 UTILITIES City of Ketchum Idaho Power  | JUNE/JULY20<br>2226144497 07                                       | 2307 - 107 SADDLE RD<br>2226144497 107 Saddle Rd  | 339.10                                   |                       | 0  |                                 |
| 01-4230-5900 REPAIR & MAINTENANCE-BUILDINGS<br>Sentinel Fire & Security, Inc 114514   | ANCE-BUILDINC<br>114514  | S<br>Annual fire alarm inspection and battery replacement   | 380.00                                   |                       | 0  |                                 |
| 01-4230-6010 REPAIR & MAINT-AUTO EQUIP EMS<br>Warm Springs Auto Parts LLC 210971  | JTO EQUIP EMS<br>210971  | Oil change and parts for a vehicle  | 106.92                                   |                       | 0  |                                 |
| Total FIRE & RESCUE:  |  |   | 15,014.41                                |                       |  |                                 |
| STREET  |  |   |  |                       |  |                                 |
| 01-4310-3200 OPERATING SUPPLIES A.C. Houston Lumber Co A.C. Houston Lumber Co Express Publishing, Inc Express Publishing, Inc Express Publishing, Inc | ES<br>2507-900677<br>2508-916466<br>10002196 0731<br>10002196 0731 | Washer Return Credit Batteries Advertising services and legal notices Advertising services and legal notices Advertising services and legal notices | .28-<br>15.99<br>83.40<br>83.40<br>83.40 |                       | 4310044<br>4310047<br>4310047<br>4310047 |                                 |

| City of Ketchum  |   | Payment Approval Report - by GL Council<br>Report dates: 8/12/2025-8/26/2025  | . Council<br>/2025                                   |                       |   | Page: 8<br>Aug 26, 2025 07:18PM |
|--|---|---|--|-----------------------|---|---------------------------------|
| Vendor Name  | Invoice Number  | Description   | Net Invoice Amount                                   | Purchase Order Number | GL Activity Number                            |                                 |
| Express Publishing, Inc<br>Express Publishing, Inc<br>Gem State Paper & Supply<br>Pipeco, Inc.   | 10002196 0731<br>10002196 0731<br>1147018<br>S6060728.001           | Advertising services and legal notices Advertising services and legal notices Copy paper and legal pads Irrigation supply                 | 66.02<br>93.40<br>185.09<br>4.10                     |                       | 4310047<br>4310047<br>4310047<br>4310044      |                                 |
| 01-4310-3400 MINOR EQUIPMENT<br>Pipeco, Inc.   | S6071844.001  | Irrigation supply and pump  | 519.01   |                       | 4310044                                       |                                 |
| 01-4310-4200 PROFESSIONAL SERVICES Thornton Heating 6841' Road Work Ahead Traffic Services, In 2851:   | WICES 68417 1 28518   | Mini split cleaning and labor<br>Traffic control flagging and mobilization services   | 677.17   |                       | 4310047<br>4310047                            |                                 |
| 01-4310-5200 UTILITIES City of Ketchum City of Ketchum Idaho Power   | JUNE/JULY20<br>JUNE/JULY20<br>2204882910 08                         | 9993 - 200 E 10TH ST<br>9999 - 210 E 10TH ST<br>2204882910 200 E 10th, 260 E 10th   | 222.10<br>198.23<br>505.16                           |                       | 4310047<br>4310047<br>4310047                 |                                 |
| 01-4310-6000 REPAIR & MAINTAUTOMOTIVE EQU         Grainger, Inc., W.W.       9616830957       H         Napa Auto Parts       233878       H         Warm Springs Auto Parts LLC       2111064       H         Warm Springs Auto Parts LLC       211109       H         Warm Springs Auto Parts LLC       211119       H | CUTOMOTIVE EQ<br>9616830957<br>233878<br>211064<br>211108<br>211119 | Power connector Auto parts Engine air filter parts and labor Auto parts for a Ford Expedition and Ford F250 Auto parts for Ford Expection | 33.82<br>18.89<br>89.95<br>145.48<br>106.76<br>15.90 |                       | 4310044<br>4310044<br>4310045<br>0<br>4310045 |                                 |
| 01-4310-6100 REPAIR & MAINTMACHINERY & EQ<br>Fastenal Company IDJER115608<br>SRM-Kodiak American LLC KI1331  | <b>1ACHINERY &amp; E</b><br>IDJER115608<br>KH331                    | Q Hardware and supplies Kodiak Snowblower Repair Parts: Shear pin, shaft, bolt, seal and rinos  | 99.85  |                       | 4310044                                       |                                 |
| Napa Auto Parts<br>Napa Auto Parts<br>Napa Auto Parts  | 232201<br>233007<br>233333  | Sour, and rungs<br>Hose end fitting<br>Fuel cap<br>Air filter   | 102.75<br>9.99<br>47.50                              |                       | 4310044<br>4310044<br>4310044                 |                                 |
| Napa Auto Parts Western States Cat Western States Cat Western States Cat Western States Cat  | 233898<br>IN003292445<br>IN003294106<br>IN003295954<br>IN003295960  | Return Credit Cutting edge and edge parts Cutting edge parts Cutting Edges for Grader and Snowbuckets Equipment edges                     |  | 25170                 | 4310044<br>4310044<br>4310044<br>4310044      |                                 |
| <b>01-4310-6910 OTHER PURCHASED SERVICES</b> Cintas  | SERVICES<br>4240796216<br>5286556104                                | Uniform and mat rental services<br>First aid supplies and service   | 16.92<br>82.40                                       |                       | 4310047<br>4310047                            |                                 |

| City of Ketchum                         |                | Payment Approval Report - by GL Council<br>Report dates: 8/12/2025-8/26/2025 | 3L Council<br>26/2025 |                       |                    | Page: 9<br>Aug 26, 2025 07:18PM |
|---|----------------|--|-----------------------|-----------------------|--------------------|---------------------------------|
| Vendor Name                             | Invoice Number | Description  | Net Invoice Amount    | Purchase Order Number | GL Activity Number |                                 |
| 01-4310-6930 STREET LIGHTING            |                |  |                       |                       |                    |                                 |
| Idaho Power                             | 2200749261 07  | 2200749261 Misc Street Lights  | 163.29                |                       | 4310050            |                                 |
| Idaho Power                             | 2201013857 07  | 2201013857 160 W 6th St Light  | 26.34                 |                       | 4310050            |                                 |
| Idaho Power                             | 2201013857 08  | 2201013857 160 W 6th St Light  | 26.34                 |                       | 4310050            |                                 |
| Idaho Power                             | 2201174667 08  | 2201174667 6th & Main  | 5.89                  |                       | 4310050            |                                 |
| Idaho Power                             | 2202627564 08  | 2202627564 411 N Main Light  | 27.09                 |                       | 4310050            |                                 |
| Idaho Power                             | 2203855230 08  | 2203855230 291 N Walnut Ave Light  | 50.79                 |                       | 4310050            |                                 |
| Idaho Power                             | 2204535385 08  | 2204535385 420 E 4th St Lights   | 45.94                 |                       | 4310050            |                                 |
| Idaho Power                             | 2204882910 08  | 2204882910 41C Lights, Street Lights, Traffic Lights                         | 606.34                |                       | 4310050            |                                 |
| Idaho Power                             | 2205963446 08  | 2205963446 421 N Leadville Light   | 30.77                 |                       | 4310050            |                                 |
| Idaho Power                             | 2206773224 08  | 2206773224 600 E 2nd St Lights   | 28.40                 |                       | 4310050            |                                 |
| Idaho Power                             | 2207487501 08  | 2207487501 560 N 1st Ave Lights  | 27.48                 |                       | 4310050            |                                 |
| Idaho Power                             | 2208791562 08  | 2208791562 1st & Main  | 89.43                 |                       | 4310050            |                                 |
| 01-4310-6950 MAINTENANCE & IMPROVEMENTS | MPROVEMENTS    |  |                       |                       |                    |                                 |
| A.C. Houston Lumber Co                  | 2508-913539    | Fasteners, toggler anchors   | 23.80                 |                       | 4310044            |                                 |
| A.C. Houston Lumber Co                  | 2508-917965    | Black spray paint  | 13.98                 |                       | 4310033            |                                 |
| Color Haus, Inc.                        | K6M8R          | Traffic Paint Red  | 143.97                |                       | 4310033            |                                 |
| Color Haus, Inc.                        | KA5QS          | Paint rollers  | 5.98                  |                       | 4310033            |                                 |
| Color Haus, Inc.                        | SP2E5          | Traffic paint and rollers  | 110.27                |                       | 4310033            |                                 |
| Glass Masters, Inc.                     | 1-25-1494      | Window and installation services   | 1,074.66              |                       | 4310044            |                                 |
| Glass Masters, Inc.                     | 1-25-2028      | Cut down and mirror polish   | 15.00                 |                       | 4310044            |                                 |
| Lutz Rentals                            | 165722-1       | Propane rental   | 20.15                 |                       | 4310044            |                                 |
| Pipeco, Inc.                            | S6061000.001   | Wash out hose  | 21.10                 |                       | 4310044            |                                 |
| Walker Sand and Gravel                  | 1538390        | Imported clean fill materials  | 206.78                |                       | 4310030            |                                 |
| Walker Sand and Gravel                  | 1544987        | Clean fill, commercial roadbase  | 259.28                |                       | 4310030            |                                 |
| Saltworx Inc                            | 624280K        | ICE KICKER   | 19,950.00             | 25167                 | 4310037            |                                 |
| Total STREET:                           |                |  | 41,772.06             |                       |                    |                                 |
| RECREATION                              |                |  |                       |                       |                    |                                 |
| 01-4510-3200 OPERATING SUPPLIES         | ES             |  |                       |                       |                    |                                 |
| A.C. Houston Lumber Co                  | 2508-912812    | Lime   | 24.31                 |                       | 0                  |                                 |
| A.C. Houston Lumber Co                  | 2508-917104    | K Pack, Hex Nut  | 6.42                  |                       | 0                  |                                 |
| A.C. Houston Lumber Co                  | 2508-917154    | K Pack   | 5.99                  |                       | 0                  |                                 |
| Atkinsons' Market                       | 06882690       | Storage bags, wax paper  | 9.48                  |                       | 0                  |                                 |
| Chateau Drug Center                     | 2988963        | Insulated bottle and smoothie blend  | 36.65                 |                       | 0                  |                                 |
| Chateau Drug Center                     | 3048780        | Sponge scrub and toilet plunger  | 20.88                 |                       | 0                  |                                 |
| Chalcau Drug Center                     | 3032011        | Salid dises  | 07.00                 |                       |                    |                                 |

| City of Ketchum   |  | Payment Approval Report - by GL Council<br>Report dates: 8/12/2025-8/26/2025   | GL Council<br>26/2025     |                       | /                  | Page: 10<br>Aug 26, 2025 07:18PM |
|---|--|--|---------------------------|-----------------------|--------------------|----------------------------------|
| Vendor Name   | Invoice Number                             | Description  | Net Invoice Amount        | Purchase Order Number | GL Activity Number |                                  |
| Color Haus, Inc.<br>Ohio Gulch Transfer Station   | 6HKPD<br>00333095                          | Varathane outdoor clear satin<br>Waste transfer  | 34.99                     |                       | 0                  |                                  |
| 01-4510-3250 RECREATION SUPPLIES Chateau Drug Center 30 Chateau Drug Center 30 Webb Landscaping K-1 | PLIES<br>3046469<br>3048789<br>K-IN-207921 | Bleach, chalk markers, and window markers<br>Double stream machine and water balloons<br>Weed cloth and bamboo stakes              | 31.32<br>39.66<br>14.98   |                       | 0 0 0              |                                  |
| 01-4510-3300 RESALE ITEMS-CONCESSION SUPPLY Atkinsons' Market 03103575                              | ONCESSION SUPPI<br>03103575                | X<br>Coffèe creamers   | 11.38                     |                       | 0                  |                                  |
| 01-4510-5200 UTILITIES<br>Idaho Power   | 2206452274 08                              | 2206452274 900 N 3rd Ave Rec   | 293.20                    |                       | 0                  |                                  |
| Total RECREATION:   |  |  | 563.94                    |                       |                    |                                  |
| Total GENERAL FUND:   |  |  | 359,340.11                |                       |                    |                                  |
| WAGON DAYS FUND<br>WAGON DAYS EXPENDITURES  |  |  |                           |                       |                    |                                  |
| 02-4530-3200 OPERATING SUPPLIES Chateau Drug Center Worth Printing Worth Printing                   | LIES<br>3051973<br>8868<br>8994            | Ore Wagon Museum supplies: poster strips, velero Wagon Days Button Card printing services Wagon Days Button Card printing services | 36.06<br>863.80<br>176.87 |                       | 0 0 0              |                                  |
| 02-4530-3250 SOUVENIRS SUPPLIES Davis Embroidery Inc  | JES<br>47542                               | Embroidered caps and promotional products  | 1,058.85                  |                       | 0                  |                                  |
| 02-4530-4220 GRAND MARSHAL DINNER<br>Worth Printing 8976  | DINNER<br>8976                             | Wagon Days Grand Marshal Ceremony Invitations  | 52.12                     |                       | 0                  |                                  |
| 02-4530-4400 ADVERTISING & LEGAL PUBLICATIO<br>Worth Printing 8996                                  | EGAL PUBLICATI<br>8996                     | O<br>Wagon Days flyers printing services   | 24.09                     |                       | 0                  |                                  |
| Total WAGON DAYS EXPENDITURES:  | DITURES:                                   |  | 2,211.79                  |                       |                    |                                  |
| Total WAGON DAYS FUND:  |  |  | 2,211.79                  |                       |                    |                                  |
|   |  |  |                           |                       |                    |                                  |

# GENERAL CAPITAL IMPROVEMENT FD

| City of Ketchum  |                              | Payment Approval Report - by GL Council<br>Report dates: 8/12/2025-8/26/2025               | Council<br>2025    |                       | Aug                | Page: 11<br>Aug 26, 2025 07:18PM |
|--|------------------------------|--|--------------------|-----------------------|--------------------|----------------------------------|
| Vendor Name  | Invoice Number               | Description  | Net Invoice Amount | Purchase Order Number | GL Activity Number |                                  |
| GENERAL CIP EXPENDITURES   |                              |  |                    |                       |                    |                                  |
| 03-4193-7110 DOWNTOWN CORE SIDEWALK (P) Jacobs Engineering Group, Inc. W3Y27900-00 | SIDEWALK (P)<br>W3Y27900-006 | MISC SIDEWALK DESIGN   | 2,082.90           | 25045                 | 0                  |                                  |
| 03-4193-7135 MAIN STREET REHAB<br>Big Wood Landscape, Inc.                         | <b>AB</b><br>32403           | Landscape services including paver installation, labor, and                                | 659.30             |                       | 713502             |                                  |
| Enourato, Lisa   | 119                          | dump re-<br>Project support and miscellaneous services                                     | 1,062.50           |                       | 713504             |                                  |
| Sawtootti Brewery<br>Idaho Materials & Construction                                | 082023<br>222757             | OH VOUCHER REHINDINSCHIEM MAIN STREET REHABII ITATION CONTRACT                             | 394 880 46         | 24088                 | 713501             |                                  |
| Idaho Materials & Construction   | 222757                       | MAIN STREET REHABILITATION CONTRACT  | 261.253.65         | 24088                 | 713502             |                                  |
| Idaho Materials & Construction   | 223225                       | MAIN STREET REHABILITATION CONTRACT  | 229,417.74         | 24088                 | 713501             |                                  |
| Idaho Materials & Construction   | 223225                       | MAIN STREET REHABILITATION CONTRACT  | 152,945.17         | 24088                 | 713502             |                                  |
| Jacobs Engineering Group, Inc.   | W3Y29200-005                 |  | 30,926.52          | 24066                 | 713501             |                                  |
| Jacobs Engineering Group, Inc.   | W3Y29200-005                 | TO4 CONSTRUCTION SERVICES ROAD - CONTINUED   | 20,617.68          | 24066                 | 713502             |                                  |
| 03-4193-7150 BIKE NETWORK IMPROVEMENTS Jacobs Engineering Group, Inc. W3Y27900-00  | PROVEMENTS<br>W3Y27900-006   | TASK ORDER 3: BIKE NETWORK PLANNING AND<br>DESIGN  | 2,373.90           | 25058                 | 0                  |                                  |
| 03-4193-7607 SIDEWALK CURB AND GUTTER  | ND GUTTER                    |  |                    |                       |                    |                                  |
| HDR Engineering, Inc.  | 1200740389                   | On-Call Engineering Support  | 29,932.50          | 25113                 | 0                  |                                  |
| HDR Engineering, Inc.  | 1200740389                   | On-Call Engineering Support  | 4,361.00           | 25113                 | 0                  |                                  |
| 03-4193-9930 GENERAL FUND CIP CONTINGENCY  | CONTINGENCY                  |  |                    |                       |                    |                                  |
| Lunceford Excavation, Inc.   | 18192                        | Water main relocation and additional insurance reimbursement services                      | 4,236.00           |                       | 0                  |                                  |
| S & C Associates LLC   | 3508-3513                    | Professional engineering consulting services for various city                              | 1,387.50           |                       | 0                  |                                  |
| S & C Associates LLC   | 3544-3556                    | projects Professional consulting services for various engineering and Appropriate projects | 642.50             |                       | 0                  |                                  |
| Cooper Morton  | 080124                       | Videography and photography services for construction promotes                             | 1,000.00           |                       | 0                  |                                  |
| Road Work Ahead Traffic Services, In   | n 28610                      | progress<br>Traffic control labor and flagging services for Ketchum                        | 1,945.32           |                       | 0                  |                                  |
| Road Work Ahead Traffic Services, In   | n 28710                      | Traffic control labor and flagging services for 2nd and Serenade                           | 1,920.38           |                       | 0                  |                                  |
| Road Work Ahead Traffic Services, In   | n 28806                      | Traffic control labor and flagging services  | 1,858.03           |                       | 0                  |                                  |
| Alturas Law Group  | 5343                         | Legal services for City of Ketchum   | 350.00             |                       | 0                  |                                  |
| Total GENERAL CIP EXPENDITURES:  | TURES:                       |  | 1,145,023.05       |                       |                    |                                  |
|  |                              |  |                    |                       |                    |                                  |

| City of Ketchum  |                                     | Payment Approval Report - by GL Council<br>Report dates: 8/12/2025-8/26/2025                             | L Council<br>6/2025             |                       |                            | Page: 12<br>Aug 26, 2025 07:18PM |
|--|-------------------------------------|--|---------------------------------|-----------------------|----------------------------|----------------------------------|
| Vendor Name  | Invoice Number                      | Description  | Net Invoice Amount              | Purchase Order Number | GL Activity Number         |                                  |
| FACILITY MAINT CIP EXPENDITURE   | URE                                 |  |                                 |                       |                            |                                  |
| 03-4194-7135 FOREST SRV PARK RENOVATION Peak Venture Group LLC 2748                | RENOVATION<br>2748                  | Siding and builder's fee for Forest Service Park   | 129.77                          |                       | 0                          |                                  |
| 03-4194-7140 BONNING CABIN PRESERVATION Byron W Folwell, Architect, LLC 2244       | RESERVATION<br>2244                 | Architectural and permitting services  | 570.00                          |                       | 0                          |                                  |
| 03-4194-7185 EV CHARGING STATIONS Blink Network LLC INV                            | <b>FIONS</b><br>INV9392038          | ELECTRICAL VEHICLE CHARGING STATION KIT  | 7,325.00                        | 24015                 | 0                          |                                  |
| 03-4194-7200 SOLAR (FIRE)<br>Evergreen Technology, Inc                             | 3726                                | Fire Station Solar   | 68,166.76                       | 25109                 | 0                          |                                  |
| Total FACILITY MAINT CIP EXPENDITURE:  | XPENDITURE:                         |  | 76,191.53                       |                       |                            |                                  |
| FIRE & RESCUE CIP EXPENDITURES   | RES                                 |  |                                 |                       |                            |                                  |
| <b>03-4230-7130 PPE (TURNOUT GEAR)</b> Davis Embroidery Inc                        | AR)<br>47551                        | Embroidered polos  | 191.12                          |                       | 0                          |                                  |
| Total FIRE & RESCUE CIP EXPENDITURES;  | PENDITURES:                         |  | 191.12                          |                       |                            |                                  |
| Total GENERAL CAPITAL IMPROVEMENT FD:  | PROVEMENT FD:                       |  | 1,221,405.70                    |                       |                            |                                  |
| ORIGINAL LOT FUND<br>ORIGINAL LOT TAX  |                                     |  |                                 |                       |                            |                                  |
| 22-4910-6060 EVENTS/PROMOTIONS Jay Cutler Event Services LLC Ontic LLC L Ontic LLC | DNS<br>250802<br>1290984<br>1290985 | Town Square Pop Up Audio Services<br>Audio Services for Ketch'em Alive 2025<br>Ketch'em Alive 2025 Audio | \$00.00<br>1,500.00<br>1,000.00 |                       | 491030<br>491005<br>491005 |                                  |
| 22-4910-6070 SVED<br>Sun Valley Economic Development                               | 1687                                | Quarterly Contract for Service   | 3,750.00                        |                       | 0                          |                                  |
| Total ORIGINAL LOT TAX:  |                                     |  | 6,750.00                        |                       |                            |                                  |
| Total ORIGINAL LOT FUND:   |                                     |  | 6,750.00                        |                       |                            |                                  |
|  |                                     |  |                                 |                       |                            |                                  |

| City of Ketchum   |  | Payment Approval Report - by GL Council<br>Report dates: 8/12/2025-8/26/2025 | 3L Council<br>16/2025        |                       |                    | Page: 13<br>Aug 26, 2025 07:18PM |
|---|--|--|------------------------------|-----------------------|--------------------|----------------------------------|
| Vendor Name   | Invoice Number   | Description  | Net Invoice Amount           | Purchase Order Number | GL Activity Number |                                  |
| COMMUNITY HOUSING   |  |  |                              |                       |                    |                                  |
| 54-2300-0000 DEPOSITS-SEC DEP LTL<br>Requejo, Alicia  | LTL<br>060325  | Lift Tower Lodge Security Deposit Refund                                     | 150.00                       |                       | 0                  |                                  |
| Total:  |  |  | 150.00                       |                       |                    |                                  |
| COMMUNITY HOUSING EXPENSE   | E  |  |                              |                       |                    |                                  |
| 54-4410-4210 LEASE TO LOCALS INCENTIVES   | INCENTIVES   |  |                              |                       |                    |                                  |
| Brunner, Julie  | 082225   | Lease to Locals Final payment  | 3,000.00                     |                       | 0                  |                                  |
| Gould Cabin LLC   | 082525   | RPP Payment 1<br>R DD Daymont 1  | 900.00                       |                       | 0                  |                                  |
| Joseph, Lennard   | 082525   | RPP Payment 1  | 1,200.00                     |                       | 0                  |                                  |
| 54-4410-4225 DEED RESTRICTIONS<br>Blaine County Title, Inc  | <b>vs</b><br>082525  | OPP 206 Bird Drive #5  | 107,775.00                   |                       | 0                  |                                  |
| 54-4410-4250 LIFT TOWER LODGE PROFF SVCS<br>Sprague Pest Solutions 5904389  | E PROFF SVCS<br>5904389                                      | Pest control services for rodent activity and insect prevention              | 87.50                        |                       | 0                  |                                  |
| 54-4410-5200 LIFT TOWER LODGE UTILITIES           City of Ketchum         JUNE/JULY           Idaho Power         220826006           Idaho Power         222691037 | E UTILITIES<br>JUNE/JULY20<br>2208260063 08<br>2226910376 08 | 59 - 703 S MAIN ST<br>2208260063 703 S Main St<br>2226910376 702 S Main St   | 1,405.70<br>371.08<br>455.01 |                       | 000                |                                  |
| 54-4410-5210 291 N 2ND AVE UTILITIES City of Ketchum Idaho Power  | ITIES<br>JUNE/JULY20<br>2227900418 08                        | 855 - 291 N 2ND AVE<br>2227900418 291 N 2nd Ave                              | 430.26                       |                       | 0 0                |                                  |
| 54-4410-5215 EVERGREEN UTILITIES Idaho Power Idaho Power  | TIES<br>2228126856 08<br>2228126898 08                       | 2228126856 141 Bird Dr 0<br>2228126898 141 Bird Dr                           | 34.94                        |                       | 0 0                |                                  |
| 54-4410-5900 LIFT TOWER LDG REPAIR & MAINT<br>Glass Masters, Inc. 1-25-1110<br>Glass Masters, Inc. 1-25-1371  | EPAIR & MAINT<br>1-25-1110<br>1-25-1371                      | Laminated glass<br>Window and installation                                   | 76.63                        |                       | 0 0                |                                  |
| Total COMMUNITY HOUSING EXPENSE:  | EXPENSE:   |  | 118,224.43                   |                       |                    |                                  |

| City of Ketchum  |   | Payment Approval Report - by GL Council<br>Report dates: 8/12/2025-8/26/2025                               | Council<br>2025              |  | Page: 14<br>Aug 26, 2025 07:18PM |
|--|---|--|------------------------------|--|----------------------------------|
| Vendor Name  | Invoice Number                                  | Description  | Net Invoice Amount           | Purchase Order Number GL Activity Number | ımber                            |
| Total COMMUNITY HOUSING:   |   |  | 118,374.43                   |  |                                  |
| WATER FUND<br>WATER EXPENDITURES   |   |  |                              |  |                                  |
| 63-4340-3200 OPERATING SUPPLIES A.C. Houston Lumber Co Gem State Paper & Supply            | <b>IES</b><br>2508-915379<br>1146247            | Industrial straps<br>Paper and supply products   | 74.94                        |  | 0 0                              |
| Gem State Paper & Supply<br>Integrated Technologies<br>Pipeco, Inc.                        | 1146247-01<br>267150<br>S6057340.001            | Stain remover  Contract invoice for copies and prints billing period  Galvanized square head plugs         | 77.35<br>61.98<br>11.36      |  | 0 0 0                            |
| 63-4340-3500 MOTOR FUELS & LUBRICANTS Valley Wide Cooperative                              | UBRICANTS<br>U001B816                           | Unleaded gas   | 712.20                       |  | 0                                |
| 63-4340-3800 CHEMICALS Oxare Inc   | 0032396579                                      | Sodium hypochlorite  | 1,021.16                     |  | 0                                |
| 63-4340-4200 PROFESSIONAL SERVICES Banyan Technology Inc 21379                             | <b>3VICES</b> 21379                             | Software trouble-shooting and repairs to Warm Springs  | 475.00                       |  | 0                                |
| AE2S   | 104488  | SCADA computer<br>Professional Services - Water Modeling   | 1,100.00                     | 25136                                    | 0                                |
| 63-4340-4300 STATE & WA DISTRICT FEES<br>Spronk Water Engineers Inc WRV03                  | ICT FEES<br>WRV03-24                            | Big Wood River GW Management Area Technical Working<br>Group   | 306.25                       |  | 0                                |
| 63-4340-4800 DUES, SUBSCRIPTIONS, & MEMBERS<br>Idaho Rural Water Association 4012          | ONS, & MEMBERS<br>4012                          | IRWA membership dues   | 685.00                       |  | 0                                |
| <b>63-4340-5100 TELEPHONE &amp; COMMUNICATIONS</b> Century Link 333465565 080              | 4MUNICATIONS<br>333465565 080                   | Monthly charges for business services and internet   | 293.72                       |  | 0                                |
| Verizon Wireless   | 6120949609                                      | stoscription<br>Wireless services  | 240.78                       |  | 0                                |
| 63-4340-5200 UTILITIES Idaho Power Idaho Power   | 2202458903 08<br>2203658592 07<br>2206786259 08 | 2202458903 110 River Ranch Rd Optc<br>2203658592 Wells and Boosters<br>2206786259 110 River Ranch Rd Admin | 475.84<br>14,468.19<br>27.37 |  | 0 0 0                            |
| <b>63-4340-6100 REPAIR &amp; MAINT-MACH &amp; EQUIP</b> A.C. Houston Lumber Co 2508-914338 | 1ACH & EQUIP<br>2508-914338                     | Dow board  | 86.83                        |  | 0                                |

| City of Ketchum   |                                  | Payment Approval Report - by GL Council<br>Report dates: 8/12/2025-8/26/2025                                 | . Council<br>/2025             |                          | ,                  | Page: 15<br>Aug 26, 2025 07:18PM |
|---|----------------------------------|--|--------------------------------|--------------------------|--------------------|----------------------------------|
| Vendor Name   | Invoice Number                   | Description  | Net Invoice Amount             | Purchase Order Number GL | GL Activity Number |                                  |
| Lunceford Excavation, Inc.<br>McCrometer Inc.<br>Mountainland Supply Company                  | 18121<br>621722<br>S107228123.00 | Excavation, labor, and parts for leak repair<br>Top plate<br>Invoice for Ford Ball Corp Stop                 | 3,291.93<br>2,003.37<br>243.70 |                          | 0 0                |                                  |
| Total WATER EXPENDITURES:   | <i>:</i>                         |  | 25,829.41                      |                          |                    |                                  |
| WATER DEBT SERVICE EXPENDITRES  | ITRES                            |  |                                |                          |                    |                                  |
| 63-4800-8600 DEBT SRVC ACCT PRINCIPAL-2016<br>Chase 0000002277                                | RINCIPAL-2016<br>0000002277      | 451971109001 081725  | 162,000.00                     |                          | 0                  |                                  |
| 63-4800-8700 DEBT SRVC ACCT INTEREST-2016 Chase 0000002277                                    | NTEREST-2016<br>0000002277       | 451971109001 081725  | 4,358.70                       |                          | 0                  |                                  |
| Total WATER DEBT SERVICE EXPENDITRES:   | EXPENDITRES:                     |  | 166,358.70                     |                          |                    |                                  |
| Total WATER FUND:   |                                  |  | 192,188.11                     |                          |                    |                                  |
| WATER CAPITAL IMPROVEMENT FUND<br>WATER CIP EXPENDITURES                                      | T FUND                           |  |                                |                          |                    |                                  |
| 64-4340-7650 WATER METERS<br>Ferguson Enterprises, LLC  | 9-1669060                        | RADIO REPLACEMENT AND METERS   | 8,100.00                       | 25030                    | 0                  |                                  |
| 64-4340-7800 CONSTRUCTION Lunceford Excavation, Inc.  | 18192                            | Water Main Relocate Gem StGarnett St   | 00.009,69                      | 25126                    | 0                  |                                  |
| 64-4340-7809 S, KETCHUM WATER LINE PROJ. A Canyon Excavation, LLC Opal Engineering, PLLC 1186 | R LINE PROJ. A<br>3197<br>1186   | S KETCHUM REDUNDANT WATERLINE PROJECT A Engineering consulting services for South Ketchum water improvements | 48,071.60                      | 25072                    | 0 0                |                                  |
| Total WATER CIP EXPENDITURES:   | JRES:                            |  | 126,777.85                     |                          |                    |                                  |
| Total WATER CAPITAL IMPROVEMENT FUND:   | OVEMENT FUND:                    |  | 126,777.85                     |                          |                    |                                  |
| WASTEWATER FUND<br>WASTEWATER EXPENDITURES  |                                  |  |                                |                          |                    |                                  |
| 65-4350-3200 OPERATING SUPPLIES Chateau Drug Center Integrated Technologies                   | <b>IES</b> 3047640 267150        | Trash can<br>Contract invoice for copies and prints billing period   | 25.64                          |                          | 0 0                |                                  |
|   |                                  |  |                                |                          |                    |                                  |

| City of Ketchum  |                                | Payment Approval Report - by GL Council<br>Report dates: 8/12/2025-8/26/2025 | . Council<br>/2025 |                       |                    | Page: 16<br>Aug 26, 2025 07:18PM |
|--|--------------------------------|--|--------------------|-----------------------|--------------------|----------------------------------|
| Vendor Name  | Invoice Number                 | Description  | Net Invoice Amount | Purchase Order Number | GL Activity Number |                                  |
| Pineco. Inc.   | S6064779.001                   | Irrigation supply  | 51.10              |                       | 0                  |                                  |
| UPS Store #2444  | MMM7FR5CN                      | Shipment for water samples   | 90'91              |                       | 0                  |                                  |
| UPS Store #2444  | MMN7FR443A                     | Shipment for water samples   | 16.11              |                       | 0                  |                                  |
| UPS Store #2444  | MMN7FR5M2                      | Shipment for water samples   | 23.22              |                       | 0                  |                                  |
| UPS Store #2444  | MMN7FR5NY                      | Shipment for plastic tubing  | 116.01             |                       | 0                  |                                  |
| 65-4350-3800 CHEMICALS   |                                |  |                    |                       |                    |                                  |
| Atkinsons' Market  | 05972970                       | Water  | 24.60              |                       | 0                  |                                  |
| North Central Laboratories   | 522649                         | pH Buffer solution   | 97.51              |                       | 0                  |                                  |
| Thatcher Company, Inc  | 2025100111919                  | Chlorine tote  | 3,723.28           |                       | 0                  |                                  |
| 65-4350-4200 PROFESSIONAL SERVICES  Ranton Technology Inc. 21387                 | RVICES                         | Consulting corridos for remote sumort and troubleshooting                    | 0.5 C87 1          |                       | C                  |                                  |
| Copy & Print LLC   | 6758                           | Scanning and emailing services for WW plans                                  | 00.99              |                       | 0                  |                                  |
| 65-4350-5100 TELEPHONE & COMMUNICATIONS Century Link 333803119 081               | MMUNICATIONS<br>333803119 081  | 333803119 Monthly Charges  | 84.37              |                       | 0                  |                                  |
| 65-4350-5200 UTILITIES   |                                |  |                    |                       |                    |                                  |
| Idaho Power  | 2202158701 08                  | 2202158701 110 River Ranch Rd  | 13,192.52          |                       | 0                  |                                  |
| Idaho Power<br>Idaho Power   | 2202703357 08<br>2206786259 08 | 2202703357 1001 Chief Joseph Ct<br>2206786259 110 River Ranch Rd Admin       | 28.62<br>27.37     |                       | 0 0                |                                  |
| 65-4350-6000 REPAIR & MAINT-AUTO EQUIP Northwest Equip Sales Mack, Inc. BA101000 | AUTO EQUIP<br>BA101000228:     | Monthly contract and mileage for 2020 Volvo VNL                              | 4,116.64           |                       | 0                  |                                  |
| dilioa & HJaw-Enim & Maint-Mach & Edilio   | MACH & FOUR                    |  |                    |                       |                    |                                  |
| Grainger Inc. W.W.   | 9605068957                     | Flectric air compressor  | 2 245 52           |                       | 0                  |                                  |
| Napa Auto Parts  | 233714                         | Compressor oil   | 53.99              |                       | 0                  |                                  |
| Napa Auto Parts  | 233796                         | Compressor oil   | 53.99              |                       | 0                  |                                  |
| Standard Plumbing Supply Co.   | ZCLC60                         | Water heater and connectors  | 566.86             |                       | 0                  |                                  |
| 65-4350-6900 COLLECTION SYSTEM SERVICES/CHA Valley Wide Cooperative 122262/17    | TEM SERVICES/CH<br>22262/17    | 1A<br>Diesel exhaust fluid   | 194.25             |                       | 0                  |                                  |
| Total WASTEWATER EXPENDITURES:   | OITURES:                       |  | 26,542.86          |                       |                    |                                  |
| Total WASTEWATER FUND:   |                                |  | 26,542.86          |                       |                    |                                  |
| PARKS/REC DEV TRUST FUND   |                                |  |                    |                       |                    |                                  |

| City of Ketchum  |                   | Payment Approval Report - by GL Council<br>Report dates: 8/12/2025-8/26/2025                                       | . Council<br>/2025                          | Page: 17<br>Aug 26, 2025 07:18PM |
|--|-------------------|--|---|----------------------------------|
| Vendor Name  | Invoice Number    | Description  | Net Invoice Amount Purchase Order Number GL | GL Activity Number               |
| PARKS/REC TRUST EXPENDITURES   | ES                |  |   |                                  |
| 93-4900-7900 YOUTH GOLF<br>Express Publishing, Inc   | 10002196 0731     | 10002196 0731 Advertising services and legal notices   | 554.40                                      | 0                                |
| 93-4900-7950 WARM SPRINGS PRESR-RESTORATION  | ESR-RESTORATIO    | NO   |   |                                  |
| Enourato, Lisa   | 119               | Project support and miscellaneous services   | 2,465.00                                    | 101                              |
| S & C Associates LLC   | 3508-3513         | Professional engineering consulting services   | 2,863.19                                    | 100                              |
| S & C Associates LLC   | 3508-3513         | Professional engineering consulting services   | 1,089.31                                    | 101                              |
| S & C Associates LLC   | 3544-3556         | Professional consulting services for various engineering and development projects                                  | 4,636.00                                    | 101                              |
| Studio Superbloom, LLC   | WSP-044           | WSP - Construction Phase Support   | 7,172.26 25131                              | 101                              |
| Studio Superbloom, LLC   | WSP-044           | WSP - Construction Phase Support   | 18,823.62 25131                             | 100                              |
| Rio Applied Science & Engineering  | 25-025-02745      | Construction Support & FEMA Coordination   | 3,575.36 25122                              | 101                              |
| Rio Applied Science & Engineering  | 25-025-02745      | Construction Support & FEMA Coordination   |   | 100                              |
| Western States Reclamation   | PAYAPP1           | Warm Springs Preserve Irrigation   |   | 001                              |
| Western States Reclamation   | PAYAPP1           | Warm Springs Preserve Irrigation   | 86,889.34 25111                             | 101                              |
| Total PARKS/REC TRUST EXPENDITURES:  | ENDITURES:        |  | 365,836.03                                  |                                  |
| Total PARKS/REC DEV TRUST FUND:  | FUND:             |  | 365,836.03                                  |                                  |
| Grand Totals:  |                   |  | 2,419,426.88                                |                                  |
|  |                   |  |   |                                  |
|  |                   |  |   |                                  |
|  |                   |  |   |                                  |
| Report Criteria:<br>Invoices with totals above \$0 included.<br>Paid and unpaid invoices included. | eq.               |  |   |                                  |
| [Report].GL Account Number = "0<br>Invoice Detail.Voided = No.Yes                                  | 110000000"-"97000 | [Report].GL Account Number = "0110000000"-"9700000000","9910000000"-"9911810000"<br>Invoice Detail.Voided = No.Yes |   |                                  |



#### City of Ketchum

#### CITY COUNCIL MEETING AGENDA MEMO

| Meeting Date: | September 2, 2025 | Staff Member/Dept: | Robyn Mattison/City Engineer |  |
|---------------|-------------------|--------------------|------------------------------|--|
|---------------|-------------------|--------------------|------------------------------|--|

Agenda Item: Recommendation to Right-of-Way Encroachment Agreement #25979 between the City

of Ketchum and the owners of the property located at 340 S Leadville Avenue.

#### Recommended Motions:

I move to authorize the Mayor to sign Right-of-Way Encroachment Agreement 25979 between the City and Timothy and Jennifer Brosnan, the owners of the property located at 340 S. Leadville Ave.

#### Reasons for Recommendation:

- Due to site topography allowing the snowmelt system to extend into the public right-of-way is recommended by City staff for life safety purposes.
- The Fire Department, Planning Department, and City Engineer support the proposed request.
- The improvements will not impact the use or operation of S Leadville Avenue.
- The improvements will not impact drainage or snow removal within the public right-of-way.
- The project complies with all standards for Right-of-Way Encroachment Permit issuance specified in Ketchum Municipal Code §12.12.060.

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

The applicant proposes modifications to an existing driveway. The current width does not comply with fire code requirements and has a slope exceeding 20%. The proposed modifications include increasing the width to 20 feet to meet fire code standards, reducing the maximum slope to 18.8%, and installing a snowmelt system. The agreement also include owner continued maintenance of an existing tree in the right-of-way.

Pursuant to Ketchum Municipal Code §12.12.040.C, a Right-of-Way Encroachment Permit is required for any permanent fixture or structure encroaching into the public right-of-way. The accompanying Right-of-Way Encroachment Agreement is designed to protect the City in the event that the proposed encroachment requires repair, relocation, or removal. The standards for issuing a Right-of-Way Encroachment Permit, as outlined in Ketchum Municipal Code §12.12.060, are met by the proposed encroachments for the S Leadville Ave project.

#### Sustainability Impact:

|           | -1 [                             |
|-----------|----------------------------------|
| None OR s | state impact here: None          |
|           | 7 ta to 111 part 110 to 110 to 1 |

#### Financial Impact:

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

#### Attachments:

1. Right-of-Way Encroachment Agreement 25979 with Exhibit "A"

#### WHEN RECORDED, PLEASE RETURN TO:

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

**RIGHT-OF-WAY ENCROACHMENT AGREEMENT 25979** 

# THIS AGREEMENT, made and entered into this \_\_\_\_\_day of \_\_\_\_\_, 2025, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho and Timothy and Jennifer Brosnan (collectively referred to as "Owner"), whose address is 412 Signal Road, Newport Beach, CA 92663.

#### RECITALS

WHEREAS, Owner is the owner of real property described as 340 S Leadville Ave and legally described as LEADVILLE SUB LOT 11 9,152 SF ("Subject Property"), located within the City of Ketchum, State of Idaho, and;

WHEREAS, Owner wishes to permit placement of a snowmelted paver driveway with concrete border and valley gutter, and a retaining wall within the right of way on S Leadville Ave. Owner also wishes to maintain an existing conifer tree within the right of way on S Leadville Ave. These improvements are shown in Exhibit "A" attached hereto and incorporated herein (collectively referred to as the "Improvements"); and,

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

WHEREAS, the Owner will restore the landscaping back to the original condition acceptable to the Streets and Facilities Director;

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

#### TERMS AND CONDITIONS

- 1. Ketchum shall permit Owner to place a heated paver driveway with concrete border and valley gutter, a retaining wall, and maintain an existing conifer tree, as identified in Exhibit "A", within the public rights-of-way on S Leadville Avenue until notified by Ketchum to remove the infrastructure at which time Owner shall remove infrastructure at Owner's expense.
- 2. Owner shall be responsible for the maintenance of said Improvements and shall repair said improvements within 48 hours upon notice from Ketchum that repairs are needed. Any modification to the improvements identified in Exhibit "A" shall be approved by the City prior to any modifications taking place.

- 3. Snowmelt systems installed in the public right-of-way shall be installed and operate at all times during the winter according to the following:
  - The system shall meet the requirements of the International Energy Conservation Code (2018 IECC, 403.12.2)
  - The system shall have an electronic main control board to operate the system that is programmable and optimizes the way the system functions.
  - Installation of in-ground control sensors linked to the main control board that detect snow and ice on the surface, monitor the sidewalk or driveway temperature, and automatically activates the system to be turned on or off based on the snow condition and air temperature.
- 4. Owner shall be responsible for restoring the landscaping that is altered due to the installation and removal of the Improvements, to the satisfaction of the Director of Streets and Facilities.
- 5. In consideration of Ketchum allowing Owner to maintain the Improvements in the public right-of-way, Owner agrees to indemnify and hold harmless Ketchum from and against any and all claims of liability for any injury or damage to any person or property arising from the Improvements constructed, installed and maintained in the public right-of-way. Owner shall further indemnify and hold Ketchum harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Owner's part to be performed under this Agreement, or arising from any negligence of Owner or Owner's agents, contractors or employees and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such action or proceeding brought thereon. In the event any action or proceeding is brought against Ketchum by reason of such claim, Owner, upon notice from Ketchum, shall defend Ketchum at Owner's expense by counsel satisfactory to Ketchum. Owner, as a material part of the consideration to Ketchum, hereby assumes all risk of damages to property or injury to persons in, upon or about the Improvements constructed, installed and maintained in the public right-of-way arising from the construction, installation and maintenance of said Improvements and Owner hereby waives all claims in respect thereof against Ketchum.
- 6. Ketchum shall not be liable for injury to Owner's business or loss of income therefrom or for damage which may be sustained by the person, goods, wares, merchandise or property of Owner, its tenants, employees, invitees, customers, agents or contractors or any other person in or about the Subject Property caused by or resulting from the Improvements constructed, installed, removed or maintained in the public right-of-way.
- 7. Owner understands and agrees that by maintaining the Improvements in the public right-of-way pursuant to this Agreement, Owner obtains no claim or interest in said public right-of-way which is adverse to that of Ketchum and that Owner obtains no exclusive right to said public right-of-way nor any other right to use the public right-of-way not specifically described herein.
- 8. In the event either party hereto retains an attorney to enforce any of the rights, duties and obligations arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney's fees at the trial and appellate levels and, whether or not litigation is actually instituted.
- 9. This Agreement shall be governed by, construed, and enforced in accordance with the laws and decisions of the State of Idaho. Venue shall be in the District Court of the fifth Judicial District of the State of Idaho.

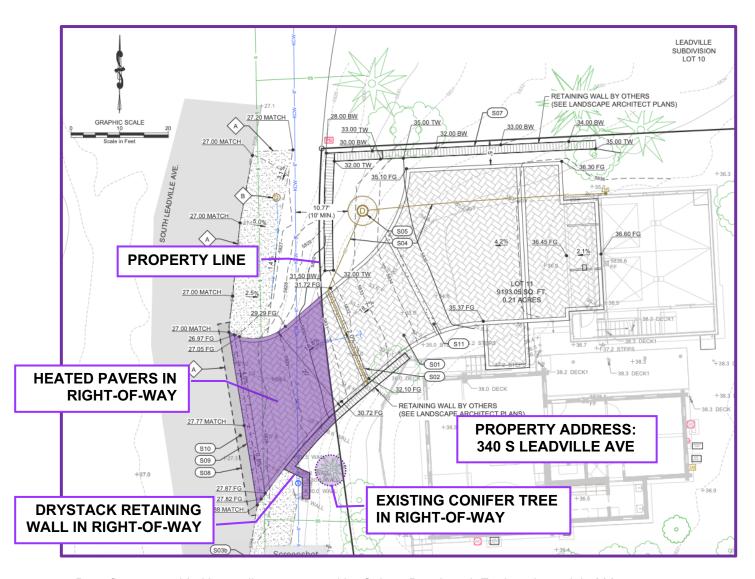
- 10. This Agreement sets forth the entire understanding of the parties hereto and shall not be changed or terminated orally. It is understood and agreed by the parties hereto that there are no verbal promises or implied promises, agreements, stipulations or other representations of any kind or character pertaining to the Improvements maintained in the public right-of-way other than as set forth in this Agreement.
- 11. No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of this document.
- 12. Successors and Assigns This Agreement shall be binding upon and inures to the benefit of each of the parties hereto and their respective successors and assigns.
  - 13. This Agreement shall be recorded with the Blaine County Recorder by Ketchum.
- 14. 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.

| OWNERS:  | CITY OF KETCHUM:  |
|--|---|
| By:  | Its: Mayor  |
| STATE OF, ) ss.  County of day of                          | , 2025, before me, the undersigned Notary Public in<br>d, known to me to be |
| the person who executed the foregoing same.                | instrument and acknowledged to me that he executed the                      |
| IN WITNESS WHEREOF, I ha day and year first above written. | ve hereunto set my hand and affixed my official seal the                    |
|  | Notary Public for<br>Residing at<br>Commission expires                      |

| STATE OF                            | , )                |  |
|-------------------------------------|--------------------|--|
|                                     | ) ss.              |  |
| County of                           | . )                |  |
| and for said State, p               | ersonally appeared | _, 2025, before me, the undersigned Notary Public in, known to me to be rument and acknowledged to me that he executed the |
| IN WITNESS<br>day and year first ab |                    | ereunto set my hand and affixed my official seal the   |
|                                     |                    | Notary Public for  |
|                                     |                    | Residing at  |
|                                     |                    | Commission expires   |

| STATE OF IDAHO ) ss.  |  |
|---|--|
| County of Blaine )  |  |
| On this day of, 2025, be for said State, personally appeared NEIL BRADSH of the CITY OF KETCHUM, IDAHO, and the pers behalf of said municipal corporation and acknow executed the same. | on who executed the foregoing instrument on            |
| IN WITNESS WHEREOF, I have hereunto certificate first above written.  | set my hand and seal the day and year in this          |
|   | Notary Public for<br>Residing at<br>Commission expires |

#### **EXHIBIT "A"**



Base figures provided by applicant, prepared by Galena-Benchmark Engineering – July 2025 Figure annotated with purple textboxes by City Engineer Robyn Mattison to clarify improvements included in Right-Of-Way Encroachment Agreement No. 25979



#### City of Ketchum

#### CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: | September 2, 2025 | Staff Member/Dept: | Robyn Mattison/City Engineer

Agenda Item: Recommendation to Approve Right-of-Way Encroachment Agreement 25980 with Cox

Communication for the placement of telecommunications infrastructure in the public

right-of-way on East River Street.

#### Recommended Motion:

I move to authorize the Mayor to sign Right-of-Way Encroachment Agreement 25980 between the City and Cox Communications.

#### Reasons for Recommendation:

- The improvements will not impact the use or operation of E. River Street.
- The improvements will not impact drainage or snow removal within the public right-of-way.
- The project complies with all standards for Right-of-Way Encroachment Permit issuance specified in Ketchum Municipal Code §12.12.060.

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

The project proposes to relocate an existing telecommunications manhole by 8-ft and place underground fiber cables and conduit within the right of way of E. River Street.

Pursuant to Ketchum Municipal Code §12.12.040.C, a Right-of-Way Encroachment Permit is required for any permanent encroachment of the public right-of-way where a permanent fixture to the ground or a building will occur. The associated Right-of-Way Encroachment Agreement is intended to help protect the City in the event the proposed encroachments were to ever pose an issue requiring repair, relocation, or removal of the encroachment. The standards for issuance of a Right-of-Way Encroachment Permit are specified in Ketchum Municipal Code §12.12.060. The encroachments proposed for the E. River Street project complies with all standards.

#### Sustainability Impact:

None OR state impact here: None

#### Financial Impact:

None OR Adequate funds exist in account: None

#### Attachments:

1. Right-of-Way Encroachment Agreement 25980 with Exhibit "A"

#### WHEN RECORDED, PLEASE RETURN TO:

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

#### **RIGHT-OF-WAY ENCROACHMENT AGREEMENT 25980**

| THIS AGREEMENT, made and entered into this                  | day of        | _, 2025, by and between |
|---|---------------|-------------------------|
| the CITY OF KETCHUM, IDAHO, a municipal corporation         | ("Ketchum"),  | whose address is Post   |
| Office Box 2315, Ketchum, Idaho and                         | , representir | ng Cox Communications   |
| (collectively referred to as "Owner"), whose address is 340 | Lewis St, Ket | chum, Idaho.            |

#### **RECITALS**

WHEREAS, Owner wishes to permit placement of underground telecommunications conduit and cables within the right of way on East River Street. Owner wishes to relocate an existing telecommunications manhole within the right of way at the corner of E River Street and Main Street. These improvements are shown in Exhibit "A" attached hereto and incorporated herein (collectively referred to as the "Improvements"); and,

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

WHEREAS, the Owner will restore the sidewalk, street, curb and gutter and any landscaping back to the original condition acceptable to the Streets and Facilities Director;

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

#### TERMS AND CONDITIONS

- 1. Ketchum shall permit Owner to install telecommunication infrastructure identified in Exhibit "A" within the public right-of-way adjacent to 300 East River Street, until notified by Ketchum to remove the infrastructure at which time Owner shall remove infrastructure at Owner's expense.
- 2. Owner shall be responsible for the maintenance of said Improvements and shall repair said improvements within 48 hours upon notice from Ketchum that repairs are needed. Any modification to the improvements identified in Exhibit "A" shall be approved by the City prior to any modifications taking place.
- 3. Owner shall be responsible for restoring the sidewalk, curb and gutter and landscaping that is altered due to the installation and removal of the Improvements, to the satisfaction of the Director of Streets and Facilities.
- 4. In consideration of Ketchum allowing Owner to maintain the Improvements in the public right-of-way, Owner agrees to indemnify and hold harmless Ketchum from and against any and all claims of liability for any injury or damage to any person or property arising from the

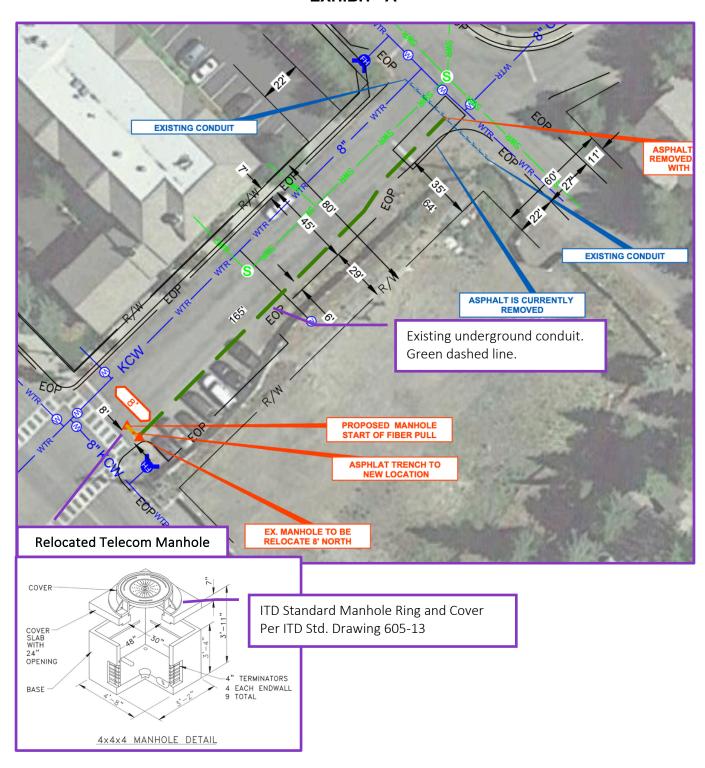
Improvements constructed, installed and maintained in the public right-of-way. Owner shall further indemnify and hold Ketchum harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Owner's part to be performed under this Agreement, or arising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

- 5. Ketchum shall not be liable for injury to Owner's business or loss of income therefrom or for damage which may be sustained by the person, goods, wares, merchandise or property of Owner, its tenants, employees, invitees, customers, agents or contractors or any other person in or about the Subject Property caused by or resulting from the Improvements constructed, installed, removed or maintained in the public right-of-way.
- 6. Owner understands and agrees that by maintaining the Improvements in the public right-of-way pursuant to this Agreement, Owner obtains no claim or interest in said public right-of-way which is adverse to that of Ketchum and that Owner obtains no exclusive right to said public right-of-way nor any other right to use the public right-of-way not specifically described herein.
- 7. In the event either party hereto retains an attorney to enforce any of the rights, duties and obligations arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney's fees at the trial and appellate levels and, whether or not litigation is actually instituted.
- 8. This Agreement shall be governed by, construed, and enforced in accordance with the laws and decisions of the State of Idaho. Venue shall be in the District Court of the fifth Judicial District of the State of Idaho.
- 9. This Agreement sets forth the entire understanding of the parties hereto and shall not be changed or terminated orally. It is understood and agreed by the parties hereto that there are no verbal promises or implied promises, agreements, stipulations or other representations of any kind or character pertaining to the Improvements maintained in the public right-of-way other than as set forth in this Agreement.
- 10. No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of this document.
- 11. Successors and Assigns This Agreement shall be binding upon and inures to the benefit of each of the parties hereto and their respective successors and assigns.
  - 12. This Agreement shall be recorded with the Blaine County Recorder by Ketchum.
- 13. The parties fully understand all of the provisions of this Agreement, and believe them to be fair, just, adequate, and reasonable, and accordingly accept the provisions of this Agreement freely and voluntarily.

| CITY OF KETCHUM:  |
|---|
| By:<br>Neil Bradshaw<br>Its: Mayor  |
|   |
| 5, before me, the undersigned Notary Public in , known to me to be the person owledged to me that he executed the same. |
| to set my hand and affixed my official seal the   |
| Notary Public for<br>Residing at<br>Commission expires  |
|   |

| STATE OF IDAHO                               |   |   |                 |
|--|---|---|-----------------|
| County of Blaine                             | ) ss.<br>)                                  |   |                 |
| for said State, person<br>of the CITY OF KET | nally appeared NEIL B<br>CHUM, IDAHO, and t | 2025, before me, the undersigned Notary Public in RADSHAW, known or identified to me to be the Mathematical three person who executed the foregoing instrume acknowledged to me that said municipal corporations. | Mayor<br>ent on |
| IN WITNESS certificate first above           |   | ereunto set my hand and seal the day and year i   | n this          |
|  |   | Notary Public for<br>Residing at  |                 |
|  |   | Commission expires  |                 |
|  |   |   |                 |

#### **EXHIBIT "A"**



BASE FIGURE AND DETAIL PROVIDED BY COX COMMUNICATION ANNOTATED BY CITY ENGINEER ROBYN MATTISON (PURPLE TEXT BOXES) TO CLARIFY IMPROVEMENTS INCLUDED IN RIGHT-OF-WAY AGREEMENT NO. 25980



#### CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: | September 2, 2025 | Staff Member/Dept: | Abby Rivin, Senior Planner

Planning and Building Department

Agenda Item:

Recommendation to review and approve Development Agreement #25978 stipulating the total number of dwelling units required at the time of future redevelopment of the property located at 310 Georginia Road.

#### Recommended Motion:

"I move to approve and authorize the Mayor to sign Development Agreement #25978."

#### Reasons for Recommendation:

- The Building Official conducted an inspection and condemned the existing single-family residence located at 310 Georginia Road on March 4, 2025.
- Pursuant to Ketchum Municipal Code §17.04.030.D, "Development of property, in any zone district,
  may not result in the net loss of dwelling units." Prior to the demolition of a condemned building,
  Ketchum Municipal Code §15.16.030.A1 requires that a development agreement shall be entered
  into between the owner of property and the City stipulating the total number of unit required at the
  time of future development of the property will be at least in an amount sufficient to result in no net
  loss of dwelling units.
- Development Agreement #25978 stipulates that a minimum of one dwelling unit is required at the time the property located at 310 Georginia Road is redevelopment to comply with the City's no net loss of dwelling units requirement.

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

#### Sustainability Impact:

None OR state impact here: None

#### Financial Impact:

None OR Adequate funds exist in account. There is no financial requirement from the city for this action.

#### Attachments:

1. 310 Georginia Rd Development Agreement #25978

### 310 GEORGINIA ROAD DEMOLITION DEVELOPMENT AGREEMENT #25978

#### **Parties:**

| City of Ketchum | "City"  | Mailing Address: PO Box 2315,<br>Ketchum, Idaho 83340 |
|-----------------|---------|---|
| Lift View LLC   | "Owner" | Mailing Address: PO Box 983,<br>Eagle, ID 83616       |

|               | This Development Agreement ("Agreement") is entered into as of the        | _ day |
|---------------|---|-------|
| of            | 2025, by and between the City of Ketchum, an Idaho municipal              |       |
| corporation ( | ("City") and Lift View LLC, an Idaho limited liability company ("Owner"). |       |

#### **RECITALS**

WHEREAS, the Owner is owns the real property located at 310 Georginia Road, Ketchum, ID 83340, Parcel Number RPK0590003006B, and legally described as Warm Springs Village 2<sup>nd</sup> Addition: Block 3: Lot 6B (the "Subject Property").

WHEREAS, the Subject Property is developed with an existing single-family residence (the "Existing Home") that was constructed in 1962. The Existing Home is older than 50 years of age and is qualified as historic pursuant to Ketchum Municipal Code §15.16.020.

WHEREAS, the City Building Official conducted an inspection of the existing single-family residence on the Subject Property on condemned the residence on the Subject Property on March 4, 2025.

WHEREAS, the Owner submitted Demolition Permit Application File No. 25-KET-00053 to demolish the Existing Home on March 7, 2025. Pursuant to §15.16.050-Condemnation and demolition by neglect, a historic building may be exempt from the provisions of §15.16.040-Permit process for demolition of a historic building and a demolition can be accepted and processed per the provisions of §15.16.030-Permit process for demolition of a nonhistoric building.

WHEREAS, prior to the demolition of a condemned building, Ketchum Municipal Code §15.16.030.A1 requires that a development agreement shall be entered into between the owner of property and the City stipulating the total number of unit required at the time of future development of the property will be at least in an amount sufficient to result in no net loss of dwelling units.

WHEREAS, pursuant to Ketchum Municipal Code §17.04.030.D-*Applications: no net loss of units*, Development of property, in any zone district, may not result in the net loss of dwelling units. Total number of dwelling units shall be calculated included all listed or defined dwelling unit uses and terms in this Code such as, but not limited to, "dwelling, one-family," "dwelling, multi-family," "dwelling unit, accessory," and "work/live unit."

#### **AGREEMENT**

THEREFORE, in consideration of the above recitals, the mutual agreements herein contained, and subject to the terms and conditions stated, it is hereby understood and agreed upon by the Parties as follows:

- 1. **Future Redevelopment.** At time of future redevelopment of the Subject Property, Owner agrees to develop a minimum of one dwelling unit with one or more rooms, including a bathroom, and a kitchen, design for or occupied as a unit by one person or family, for living and cooking purposes, located in a one-family or multiple-family dwelling.
- 2. **Amendments.** This Agreement may not be amended, modified, altered or changed in any respect whatsoever, except by further agreement in writing executed by the parties in the manner the Agreement was approved.
  - 3. **Binding Effect.** This Agreement shall be binding upon the heirs, estates, personal representatives, successors, and assigns of the parties.
  - 4. **Attorney Fees and Costs.** If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.
  - 5. **Notices.** Any notice under this Agreement shall be in writing and shall be treated as duly delivered if the same is personally delivered or deposited in the United States mail, certified, return receipt requested, postage prepaid, and properly addressed to the contacts as specified at the beginning of this Agreement.
  - 6. **Partial Invalidity.** Whenever possible, each provision of this Agreement shall be interpreted in such a way as to be effective and valid under applicable law. If a provision of this Agreement is prohibited by or invalid under applicable law, it shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

| DATED THISDAY OF2025.                 |                         |  |
|---------------------------------------|-------------------------|--|
| OWNER<br>By: Lift View LLC            | CITY OF KETCHUM         |  |
| Bobbie Jordan<br>Its: Managing Member | Neil Bradshaw<br>Mayor  |  |
|                                       | ATTEST:                 |  |
|                                       |                         |  |
|                                       | Trent Donat, City Clerk |  |

| STATE OF, )   |   |
|---|---|
| STATE OF, ) ss. County of )                                     |   |
| On this day of<br>in and for said State, personally appeared    | , 2025, before me, the undersigned Notary Public    |
|   | ed the foregoing instrument and acknowledged to     |
| IN WITNESS WHEREOF, I have he day and year first above written. | reunto set my hand and affixed my official seal the |
|   | Notary Public for                                   |
|   | Residing at   |
|   | Commission expires                                  |



#### **City of Ketchum**

#### CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: | Se

September 2, 2025

Staff Member/Dept:

Allison Kennedy, Senior Planner Planning and Building Department

Agenda Item:

Recommendation for review and approval of Joan Dick Subdivision Final Plat File No P25-031. Consideration of approval of Draft Findings of Fact and Conclusion of Law, and Decision.

#### Recommended Motion:

"I move to approve the Joan Dick Subdivision Final Plat as presented; it is prepared in conformance with the preliminary plat as approved with conditions on October 7,2024 and Idaho Code Title 50, Chapter 13."

"I move to approve the Findings of Fact and Conclusions of Law as presented."

#### Reasons for Recommendation:

- The final plat meets all applicable standards as specified in the Ketchum Municipal Code's Subdivision (Title 16) regulations.
- The final plat meets Idaho Code Title 50, Chapter 13
- The preliminary plat was approved by Planning & Zoning Commission on August 27, 2024 and City Council on October 7, 2024
- The Preliminary Plat Findings of Fact, Decision Condition's #1, 2, & 3 are met. (Condition#1: The final plat approval is met within the two (2) year window of October 7, 2026. Condition #2: The existing dwelling is removed. Condition #3: Administrative Design Review Floodplain Permit Approved July 31, 2025; File P25-010)

#### Policy Analysis and Background:

Summary: The Planning and Building Department received the subdivision application on June 11, 2024 to subdivide Tax Lot 4271 located at 560 Wood River Drive in the Limited Residential and Floodplain Overlay Zoning Districts from one (1) 0.55 acre lot into two (2) 0.28 acre lots. All city departments reviewed, and the application was scheduled for a Planning & Zoning Commission hearing. The application (P24-056) was heard and recommended for approval with conditions by Planning and Zoning August 27, 2024. City Council reviewed the application and approved the 2-lot subdivision application with conditions as reflected within the Preliminary Findings of Fact and Conclusion of Law, and Decision included as Attachment III. Conditions number 1,2, & 3 (See Attachment III, p.13) are all met at the date of this report

#### Sustainability Impact:

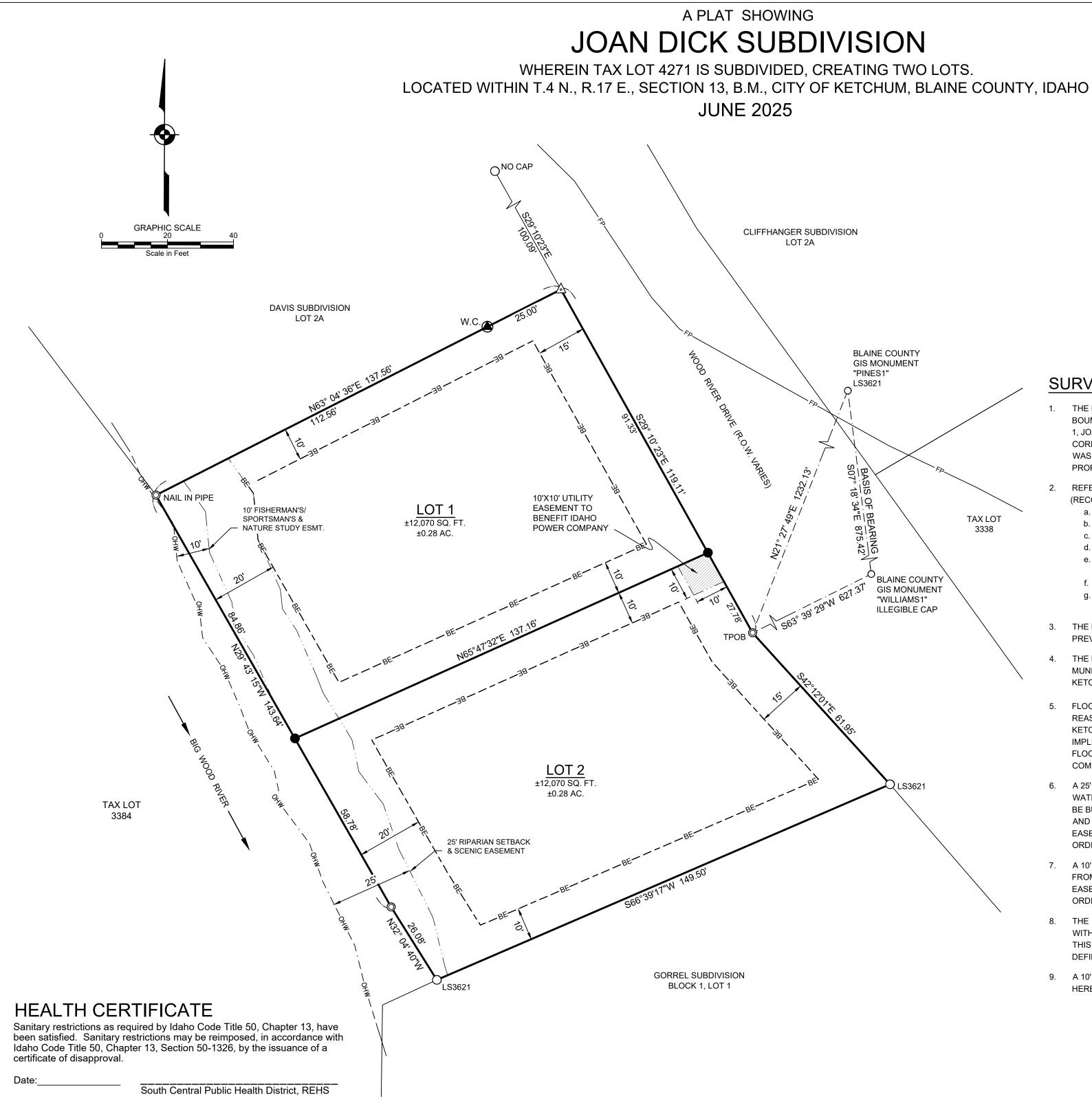
This application has no impact on the City's ability to meet the Ketchum Sustainability Action Plan.

#### Financial Impact:

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

#### Attachments:

- 1. Final Plat
- 2. Preliminary Plat
- 3. Draft Findings of Fact, Conclusions of Law, and Decision



#### **LEGEND**

PROPERTY LINE
ADJOINER'S LOT LINE
BLAINE COUNTY GIS TIE
EASEMENT, TYPE & WIDTH
AS SHOWN
BLUI DING ENVELOPE

BUILDING ENVELOPE
OHW——— ORDINARY HIGH WATER
FLOODPLAIN (100-YEAR)
W.C. WITNESS CORNER

FOUND 2" IRON PIPE
 FOUND 5/8" REBAR, MARKED AS NOTED
 FOUND 1/2" REBAR, MARKED AS NOTED

SET 5/8" REBAR (PLS20893)

CALCULATED POINT (NOTHING SET, LANDS ON WALL)
SET ALUMINUM CAP (25' W.C.)

#### **SURVEY NARRATIVE & NOTES**

- 1. THE PURPOSE OF THIS PLAT IS TO SHOW THE MONUMENTS FOUND AND SET DURING THE BOUNDARY RETRACEMENT OF TAX LOT 4271, AND SUBDIVIDE SAID TAX LOT INTO LOTS 1 & 2, BLOCK 1, JOAN DICK SUBDIVISION. ALL FOUND MONUMENTS WERE ACCEPTED AS EITHER ORIGINAL CORNERS, OR REPLACEMENTS OF ORIGINAL CORNERS. THE NORTHEASTERLY CORNER OF LOT 1 WAS REESTABLISHED BY HOLDING THE WESTERLY RIGHT-OF-WAY OF WOOD RIVER DRIVE AND PROPORTIONING RECORD DISTANCES BETWEEN FOUND MONUMENTS.
- 2. REFERENCE DOCUMENTS USED IN THE COURSE OF THIS SURVEY (RECORDS OF BLAINE COUNTY, IDAHO):
  - a. RECORD OF SURVEY OF LOT 1, BLOCK 1, GORELL SUBDIVISION, INST. NO. 662832.
  - b. PLAT OF DAVIS SUBDIVISION, LOTS 1A & 2A, INST. NO. 435459.
  - c. LOT LINE SHIFT PLAT OF GORELL SUBDIVISION, INST. NO. 451959.
  - d. RECORD OF SURVEY FOR IDAHO POWER, INST. NO. 259093.e. UNRECORDED PLAT OF FOSTER'S ADDITION BY O.T. HANSEN IN 1956
  - (COPY AVAILABLE IN THE BLAINE COUNTY ASSESSOR'S OFFICE).
  - f. QUIT CLAIM DEEDS, INST. NO'S. 356594, 356595, AND 503208.
  - g. LOT BOOK GUARANTEE NO. G-2222-000090265 BY STEWART TITLE GUARANTY COMPANY, DATED JANUARY 12, 2024.
- 3. THE DISTANCES SHOWN ARE MEASURED. REFER TO THE ABOVE REFERENCED DOCUMENTS FOR PREVIOUS RECORD DATA.
- THE BUILDING ENVELOPES SHOWN REFLECT MINIMUM SETBACKS PER CITY OF KETCHUM MUNICIPAL CODE. PROPOSED BUILDING HEIGHT MAY REQUIRE LARGER SETBACKS. REFER TO KETCHUM MUNICIPAL CODE TITLE 17: ZONING REGULATIONS FOR ADDITIONAL INFORMATION.
- 5. FLOODPLAIN: THE 1% CHANCE OF FLOOD LINE DESIGNATED ON THIS MAP IS CONSIDERED REASONABLE FOR REGULATORY PURPOSES. HOWEVER, NEITHER THE OWNER, THE CITY OF KETCHUM, NOR GALENA-BENCHMARK ENGINEERING REPRESENTS, GUARANTEES, WARRANTS OR IMPLIES THAT AREAS OUTSIDE OF THE DESIGNATED FLOODPLAIN AREA ARE SAFE AND FREE FROM FLOODS OR FLOOD DANGER. FLOOD INFORMATION IS BASED ON THE FLOOD INSURANCE STUDY: COMMUNITY NUMBER 160023- MAP NO.16013C0461E PANEL NO. 0461 E NOVEMBER 26, 2010.
- 6. A 25' WIDE SCENIC EASEMENT MEASURED HORIZONTALLY FROM THE EDGE OF THE ORDINARY HIGH WATER MARK IS GRANTED AS SHOWN HEREON, 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. SAID EASEMENT SHALL SHIFT IN ACCORDANCE WITH THE LOCATION OF THE CHANNEL AND IT'S ORDINARY HIGH WATER MARK.
- 7. A 10' WIDE FISHERMAN'S/SPORTSMAN'S AND NATURE STUDY EASEMENT MEASURED HORIZONTALLY FROM THE EDGE OF THE ORDINARY HIGH WATER MARK IS GRANTED AS SHOWN HEREON. SAID EASEMENT SHALL SHIFT IN ACCORDANCE WITH THE LOCATION OF THE CHANNEL AND IT'S ORDINARY HIGH-WATER MARK.
- 8. THE 100 YEAR FLOODPLAIN LINE, ORDINARY HIGH WATER AND SETBACKS ARE SUBJECT TO CHANGE WITH UPDATED FLOOD STUDIES BY FEMA AND CHANGES IN THE COURSE OF THE RIVER OVER TIME. THIS PLAT REFLECTS THE CURRENT CONDITIONS BUT SHOULD NOT BE RELIED UPON AS THE DEFINITIVE SOURCE FOR THIS INFORMATION.
- 9. A 10' X 10' UTILITY EASEMENT TO BENEFIT IDAHO POWER COMPANY IS GRANTED AS SHOWN HEREON.



A PLAT SHOWING:

JOAN DICK SUBDIVISION
GALENA-BENCHMARK ENGINEERING
KETCHUM, IDAHO

SHEET 1 OF 3 Job No. 23230

## JOAN DICK SUBDIVISION

#### OWNER'S CERTIFICATE

THIS IS TO CERTIFY that JOHN A. DICK, a married man, as his sole and separate property, as to an undivided 50% interest and MARIANNE H. DICK, a single woman, as to an undivided 50% interest as tenants in common right of survivorship, are the owners in fee simple of Real Property described as follows:

A parcel of land located within the SW1/4 SE1/4, Section 13, Township 4 North, Range 17 East, Boise Meridian, City of Ketchum, Idaho, more particularly described by metes and bounds as follows:

BEGINNING at the northeast corner of said SW1/4 SE1/4; thence N 89° 12' W, 780.60 feet; thence S 00° 14' E, 84.00 feet; thence S 59° E, 90.00 feet; thence S 34° E, 110.00 feet; thence S 29° E, 265.00 feet to the TRUE POINT OF BEGINNING; thence N 29° W, 119.00 feet; thence S 62° 30' W, 138.00 feet; thence S 30° E, 144.00 feet; thence S 30° E, 26.00 feet; thence S 32° E, 26.00 feet; thence northeasterly along a straight line to a point which lies S 42° E, 62.00 feet from the TRUE POINT OF BEGINNING; thence N 42° W, 62.00 feet from the TRUE POINT OF BEGINNING.

Also known as Tax Lot 4271.

\*\*Note: Metes and bounds property description per Grant Deed, Instrument No. 356594, records of Blaine County, Idaho.

Easements shown hereon are not dedicated to the public, but the right to use said easements for the intended purposes is hereby reserved. No structures other than for such utility and other designated uses are to be erected within the lines of said easements.

Pursuant to Idaho Code 50-1334, the undersigned, as owner, does hereby state that the lots on this plat are eligible to receive water service from the Ketchum Water Department and that said district has agreed in writing to serve the lots shown on this plat.

The land within this plat is not within an irrigation district as defined in Idaho Code 31-3905, and the requirements in I.C. 31-3805 are not applicable.

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

It is the intention of the undersigned to and they do hereby include said land in this plat.

IN WITNESS WHEREOF, we have hereunto set our hands.

| JOHN A. DICK |        |                |  |
|--------------|--------|----------------|--|
| Signed this  | day of | , 20 <u></u> . |  |
| MARIANNE H.  | DICK   |                |  |
| Signed this  | day of | , 20 .         |  |

| ACKNOWLEDGMENT  |
|---|
| STATE OF)   |
| STATE OF) )ss. COUNTY OF)   |
| On this day of, in the year of 20, before me, the undersigned, personally appeared JOHN A. DICK, known or identified to me (or proved to me), to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.    |
| IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this certificate first above written.   |
| Notary Public   |
| Residing at:  |
|   |
| Commission Expires:   |
|   |
|   |
|   |
|   |
|   |
|   |
|   |
|   |
|   |
|   |
|   |
| ACKNOWLEDGMENT  |
|   |
| STATE OF) )ss. COUNTY OF)   |
| COUNTY OF)  |
| On this day of, in the year of 20, before me, the undersigned, personally appeared MARIANNE H. DICK, known or identified to me (or proved to me) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same. |
| IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this certificate first above written.   |
|   |
| Notary Public   |
| Residing at:  |
| Commission Expires:   |
|   |

A PLAT SHOWING: JOAN DICK SUBDIVISION

GALENA-BENCHMARK ENGINEERING KETCHUM, IDAHO

SHEET 2 OF 3 Job No. 23230

# JOAN DICK SUBDIVISION

| SURVEYOR'S CERTIFICATE  |                   |
|---|-------------------|
| I, Robert O. Breier, a duly Registered Professional Land Survey Idaho, do hereby certify that this is a true and accurate map of under my direct supervision in accordance with the State of Ida relating to plats and surveys. | the land surveyed |
| ROBERT O. BREIER, P.L.S. #20893   | CR COR            |
| COUNTY SURVEYOR'S APPROVAL  |                   |
| This is to certify that I, SAM YOUNG, County Surveyor for Blair have checked the foregoing plat and computations for making to determined that they comply with the laws of the State of Idaho                                  | the same and have |
|   |                   |
| BLAINE COUNTY SURVEYOR  | DATE              |
| BLAINE COUNTY TREASURER'S CERTIFICATE On this day of, 20, the for accepted by the Blaine County Treasurer, Blaine County, Idaho   |                   |
| BLAINE COUNTY TREASURER'S CERTIFICATE   |                   |
| BLAINE COUNTY TREASURER'S CERTIFICATE   |                   |
| BLAINE COUNTY TREASURER'S CERTIFICATE  On this day of, 20, the for accepted by the Blaine County Treasurer, Blaine County, Idaho  |                   |
| BLAINE COUNTY TREASURER'S CERTIFICATE  On this day of, 20, the for accepted by the Blaine County Treasurer, Blaine County, Idaho  |                   |
| BLAINE COUNTY TREASURER'S CERTIFICATE  On this day of, 20, the for accepted by the Blaine County Treasurer, Blaine County, Idaho  |                   |

BLAINE COUNTY RECORDER'S CERTIFICATE

| 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, 20, this plat was duly accepted and approved.      |
|  |
| TRENT DONAT, City Clerk  |
|  |
|  |
| CITY ENGINEER'S CERTIFICATE  |
| I, the undersigned, City Engineer in and for the City of Ketchum, Blaine County, Idaho do hereby approve the plat on this day of, 20, and certify that it is in accordance with the City of Ketchum subdivision ordinance. |
|  |
| ROBYN MATTISON, City Engineer  |
|  |
|  |
| 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, 20, and certify that it is in accordance with the City of Ketchum subdivision ordinance.      |
|  |
|  |

A PLAT SHOWING: JOAN DICK SUBDIVISION

GALENA-BENCHMARK ENGINEERING KETCHUM, IDAHO

SHEET 3 OF 3 Job No. 23230



Joan Dick Subdivision Final Plat 560 Wood River Drive

Date: August 11, 2025

KETCHUM CITY COUNCIL
FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
DECISION

File Number: P25-031

**Findings Regarding Application Filed** 

**PROJECT:** Joan Dick Subdivision

**APPLICATION TYPE:** Final Plat

FILE NUMBER: P25-031

**PROPERTY OWNER:** John Dick, Marianne Dick

**REPRESENTATIVE:** Cinda Lewis, Galena-Benchmark Engineering

**LOCATION:** 560 Wood River Dr – (TL 4271)

**ZONING:** Limited Residential (LR)

#### **RECORD OF PROCEEDINGS**

The Planning and Building Department received the final plat application on June 18, 2025. All city departments reviewed and comments were resolved by July 25,2025. The application was scheduled for City Council hearing on September 2, 2025. The final plat application (P-25-031) was heard and recommended for approval with conditions by the City Council on September 2, 2025.

#### **BACKGROUND**

The Planning and Building Department received the preliminary plat subdivision application on June 11, 2024 to subdivide Tax Lot 4271 located at 560 Wood River Drive in the Limited Residential and Floodplain Overlay Zoning Districts from one (1) 0.55 acre lot into two (2) 0.28 acre lots. All city departments reviewed, and the application was scheduled for a Planning & Zoning Commission hearing. The application (P24-056) was heard and recommended for approval with conditions by Planning and Zoning August 27, 2024. City Council reviewed the application on October 7, 2024 and approved the 2-lot subdivision application with conditions as reflected within the Preliminary Plat Findings of Fact and Conclusion of Law, and Decision.

#### **FINDINGS OF FACT**

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

#### FINDINGS REGARDING CONFORMANCE WITH PRELIMINARY PLAT

- ➤ **FINDING:** The Council reviewed and approved the preliminary plat application for conformance with KMC 16.04.030 A-J and KMC 16.04.040 Development and Design as reflected in the Findings of Fact and Conclusions of Law on October 7, 2024. The Council approved the preliminary plat with three conditions:
  - 1. Failure to obtain final plat approval within two (2) years of Council's approval of the Preliminary Plat shall cause the Preliminary Plat to be null and void.
    - **FINDING:** The Preliminary Plat was signed on October 24, 2024 which is within the two year deadline.
  - 2. Prior to recording a Final Plat, the existing residence shall be demolished. The residence shall be demolished after the Planning & Building Department receives and deems complete a building permit and floodplain development permit for the replacement project. Failure to demolish the existing residence shall cause the Preliminary Plat to be null and void.
    - **FINDING:** The existing structure is currently demolished at the date of these findings.
  - 3. In order for the riparian zone to receive full restoration, the applicant shall make a reasonable effort to coordinate with Sun Valley Resorts to install landscaping on Sun Valley Resorts property within the riparian zone. If upon submittal of a floodplain development permit, riparian improvements on Sun Valley Resorts property are not included in the scope of the permit, the applicant shall provide demonstration of reasonable effort to coordinate full riparian restoration. If the City does not believe a reasonable effort was made, the City shall reserve the right to request additional effort to be made and may withhold approval of a floodplain development permit until a reasonable effort has been satisfied.
    - **FINDING:** A floodplain development permit was issued by the city of Ketchum on July 31, 2025 and a riparian landscape plan was submitted and approved on Sheet L.3 of the approved building permit 25-KET-00022.

#### FINDINGS REGARDING FINAL PLAT REQUIREMENTS

FINDING: The Council reviewed the final plat application for conformance with KMC 16.04.030.K Contents of Final Plat. Standards were found to be compliant, see table below.

|     | Final Plat Requirements |     |               |  |
|-----|-------------------------|-----|---------------|--|
| С   | Compliant               |     |               |  |
| Yes | No                      | N/A | City Code     | City Standards   |
|     |                         |     | 16.04.030.K.1 | Point of beginning of subdivision description tied to at least two governmental survey corners, or in lieu of government survey corners, to monuments recognized by the City Engineer. |
|     |                         |     | Findings      | Complies. The point of beginning of the subdivision description is tied to two governmental survey corners—Blaine County GIS   |

|             |          |               |  | Control "pines1" LS3621 and "Williams1" as shown on sheet 1 of the final plat.   |
|-------------|----------|---------------|--|--|
| $\boxtimes$ |          |               | 16.04.030.K.2                                      | Location and description of monuments.   |
|             | '        | 1             | Findings   | Complies. The location and description of monuments are provided on Sheet 1 of the Final Plat.   |
|             |          |               | 16.04.030.K.3                                      | Tract boundary lines, property lines, lot lines, street right-of-<br>way lines and centerlines, other rights-of-way and easement<br>lines, building envelopes as required on the preliminary plat,<br>lot area of each lot, boundaries of floodplain and floodway<br>and avalanche district, all with bearings, accurate dimensions<br>in feet and decimals, in degrees and minutes and radii, arcs,<br>central angles, tangents and chord lengths of all curves to the<br>above accuracy. |
|             |          |               | Findings   | Complies, all components on preliminary shown on final plat, including; lot and property lines, lot lines, street right-of-way lines and centerlines, building envelopes, lot area, floodplain line and easements. See sheet 1 of Final Plat.  |
|             |          | 16.04.030.K.4 | Names and locations of all adjoining subdivisions. |  |
|             |          |               | Findings   | Complies. Names and locations of all adjoining subdivisions are noted on Sheet 1 of the final plat, showing the following adjacent properties and subdivisions:  Davis Subdivision Lot 2A  Cliffhanger Subdivision Lot 2a  Gorrel Subdivision Block 1, Lot 1  Tax Lot 3338, 3384   |
| $\boxtimes$ |          |               | 16.04.030.K.5                                      | Name and right-of-way width of each street and other public rights-of-way.   |
|             | <u>'</u> |               | Findings   | Wood River Drive is existing and the ROW is shown on the plat. Width varies from a 50' minimum. Scale shown for reference. See sheet 1 of Final Plat.  |
| $\boxtimes$ |          |               | 16.04.030.K.6                                      | Location, dimension and purpose of all easements, public or private.   |
|             |          |               | Findings   | Sheet 1 of the final plat shows the locations and dimensions of all public and private easements. The notes on sheet 1 of the final plat specify the purpose of all easements.   |
|             |          | $\boxtimes$   | 16.04.030.K.7                                      | The blocks numbered consecutively throughout each block.   |
|             |          |               | Findings   | N/A - No blocks are being created within this 2 lot subdivision.   |
| ×           |          |               | 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.   |
|-------------|---|-------------|----------------|--|
|             | · | ·           | Findings       | Complies.10' fish & nature study easement shown on plat and described in plat note 7.  |
| ⊠           |   |             | 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.    |
|             |   |             | Findings       | Complies. All titles, location, and description included; see sheet 1.   |
| $\boxtimes$ |   |             | 16.04.030.K.10 | Scale, north arrow and date  |
|             | ' | '           | Findings       | The scale, north arrow, and date are included on sheet 1 of the final plat.  |
| $\boxtimes$ |   |             | 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.  |
|             |   | ·           | Findings       | Wood River Drive is maintained by the city of Ketchum and is adjacent to subdivision and is show on the plat, sheet 1.   |
|             |   | $\boxtimes$ | 16.04.030.K.12 | 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. |
|             | • |             | Findings       | N/A - There is no HOA as part of this 2 lot subdivision.   |
| $\boxtimes$ |   |             | 16.04.030.K.13 | Certificate by a registered professional land surveyor making the plat certifying the correctness of the plat.   |
|             |   |             | Findings       | Sheet 3 of the final plat includes the required Surveyor's Certificate.  |
| $\boxtimes$ |   |             | 16.04.030.K.14 | 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.                   |
|             | • | ·           | Findings       | Complies. A title report was submitted with the initial application on June 11, 2024.  |
| $\boxtimes$ |   |             | 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.  |
|             |   |             | Findings       | Sheet 2 of plat includes a certificate of ownership and associated acknowledgement from the owner and holder of security interest with regard to the subject property.   |
| $\boxtimes$ |   |             | 16.04.030.K.16 | Certification and signature of the City Engineer verifying that the subdivision and design standards meet all City requirements.   |
|             | 1 | 1           | Findings       | Sheet 3 of the final plat includes the City Engineer's Certificate.  |
| L           |   |             |                | 1  |

| $\boxtimes$ |   | 16.04.030.K.17 | Certification and signature of the City Clerk of the City of Ketchum verifying that the subdivision has been approved by the council.   |
|-------------|---|----------------|---|
|             |   | Findings       | Sheet 3 of the final plat includes the certification and signature of the City Clerk verifying the subdivision has been approved by the City Council.   |
| $\boxtimes$ |   | 16.04.030.K.18 | Notation of any additional restrictions imposed by the council on the development of such subdivision to provide for the public health, safety and welfare.   |
|             | • | Findings       | No additional standards are required - Standard State Health<br>Certificate is indicated on sheet 1 of final plat stating; "Sanitary<br>restrictions as required by Idaho Code Title 50, Chapter 13,<br>have been satisfied. Sanitary restrictions may be reimposed, in<br>accordance with Idaho Code Title 50, Chapter 13, Section 50-<br>1326." |

#### **CONCLUSIONS OF LAW**

- 1. The City of Ketchum is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code and is required and has exercised its authority pursuant to the Local Land Use Planning Act codified at Chapter 65 of Title 67 Idaho Code and pursuant to Chapters 3, 9 and 13 of Title 50 Idaho Code to enact the ordinances and regulations, which ordinances are codified in the Ketchum City Code ("KMC") and are identified in the Findings of Fact and which are herein restated as Conclusions of Law by this reference and which city ordinances govern the applicant's application.
- 2. The Ketchum City Council has authority to hear the applicant's Final Plat Application pursuant to Chapter 16.04 of Ketchum Code Title 16.
- 3. The final plat application is governed under Sections 16.04.010, 16.04.020, 16.04.030, 16.04.040, of Ketchum Municipal Code and meets LR Zoning dimensional standards in Title 17.12.
- 4. The proposed final plat meets the standards for approval under Title 16 of Ketchum Municipal Code.

#### **DECISION**

**THEREFORE,** the Ketchum City Council **approves** *Joan Dick Subdivision Final Plat* File No. P25-031 this Monday, September 2, 2025, subject to the following conditions:

#### **CONDITIONS OF APPROVAL**

- 1. The Final Plat shall be recorded with the Blaine County Clerk and Recorder's Office within one year of approval by the Ketchum City Council.
- Upon recording of the final plat with the Blaine County Clerk and Recorder's Office, the
  applicant shall provide a copy of the recorded final plat to the Planning and Building
  Department.
- 3. Prior to mylar of final plat change the third sentence in plat note 4 by omitting the words "Tile 17" to read, "Refer to Ketchum municipal code zoning regulations for additional Information." This change will ensure consistency with the anticipated code adoption.

Findings of Fact **adopted** this 2<sup>nd</sup> day of September 2025.

Neil Bradshaw, Mayor City of Ketchum



# City of Ketchum Planning & Building

| N RE:                        | )   |
|------------------------------|---|
|                              | )   |
| loan Dick Dubdivision        | ) KETCHUM CITY COUNCIL                      |
| Subdivision Preliminary Plat | ) FINDINGS OF FACT, CONCLUSIONS OF LAW, AND |
| File Number: P24-056         | ) DECISION                                  |
|                              | )   |
| Date: October 7, 2024        | )   |
|                              | )   |

PROJECT: Joan Dick Subdivision

APPLICATION TYPE: Subdivision Preliminary Plat

FILE NUMBER: P24-056

PROPERTY OWNER: John Dick, Marianne Dick

REPRESENTATIVE: Matt Smithman, Galena-Benchmark Engineering

LOCATION: 560 Wood River Dr – (TL 4271)

ZONING: Limited Residential (LR)

#### **RECORD OF PROCEEDINGS**

The Planning and Building Department received the subdivision application for the project on June 11, 2024. Following the receipt of the application, staff routed the application materials to all city departments for review. After one round of review, the application was scheduled for hearing. The Planning and Zoning Commission considered the Joan Dick Subdivision Preliminary Plat Application File No. P24-056 during their meeting on August 27, 2024 and recommended approval to City Council.

#### FINDINGS OF FACT

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

The Council reviewed the lot consolidation preliminary plat application for conformance with KMC 16.04.030 – Procedures for subdivision approval and KMC 16.04.040 – Development and Design.

#### Dimensional Standards

New lots created in the LR zone district must meet dimensional standards as outlined in KMC 17.12.030. Subdivision applications must demonstrate that the lot(s) created conform to the minimum lot area, minimum

lot width, and building setback lines. For subdivisions of existing lots, a subdivision of land cannot create a nonconformity. For this application, the minimum lot area and widths are in conformance with the LR zone district. Lots in the LR zone are required to be a minimum of 9,000 square feet with an average width of 80 feet. The two new lots are both 12,070 square feet in area and 84 feet wide at the narrowest point. Average lot width is calculated by taking a width measurement, parallel to the front property boundary at every 10 feet for the depth of the property and taking the average of those measurements.

Building setback lines for development on the new lots will be reviewed and verified at building permit application. The existing residence will need to be demolished prior to approval of the final plat so as to not create a non-conforming building crossing property lines.

#### FINDINGS REGARDING PRELIMINARY PLAT SUBDIVISION REQUIREMENTS

|             |           |     |                | Preliminary Plat Requirements   |
|-------------|-----------|-----|----------------|---|
| С           | Compliant |     |                |   |
| Yes         | No        | N/A | City Code      | City Standards  |
|             |           |     | 16.04.030.C.1  | The subdivider shall file with the administrator copies of the completed subdivision application form and preliminary plat data as required by this chapter.  |
|             |           |     | Findings       | The City of Ketchum Planning and Building Department received the subdivision application and all applicable application materials on June 11, 2024.  |
|             |           |     | 16.04.030.1    | Contents Of Preliminary Plat: The preliminary plat, together with all application forms, title insurance report, deeds, maps, and other documents reasonably required, shall constitute a complete subdivision application. |
|             |           |     | Findings       | The subdivision application was deemed complete on June 11, 2024.   |
|             |           |     | 16.04.030.I .1 | The preliminary plat shall be drawn to a scale of not less than one inch equals one hundred feet (1" = 100') and shall show the following:  |
|             |           |     |                | The scale, north point and date.  |
|             |           |     | Findings       | This standard is met as shown on Sheet 1 of the preliminary plat.   |
|             |           |     | 16.04.030.I .2 | The name of the proposed subdivision, which shall not be the same or confused with the name of any other subdivision in Blaine County, Idaho.   |
|             |           |     | Findings       | As shown on Sheet 1 of the preliminary plat, the subdivision is named "Joan Dick Subdivision" which is not the same as any other subdivision in Blaine County, Idaho  |
| $\boxtimes$ |           |     | 16.04.030.I .3 | The name and address of the owner of record, the subdivider, and the engineer, surveyor, or other person preparing the plat.  |
|             |           |     | Findings       | As shown on Sheet 1, the owner and subdivider is Jay & Marianne Dick. The plat was prepared by Robert Brier of Galena-Benchmark Engineering.  |
| $\boxtimes$ |           |     | 16.04.030.I .4 | Legal description of the area platted.  |
|             |           |     | Findings       | The legal description of the area platted is shown on the preliminary plat.   |
| $\boxtimes$ |           |     | 16.04.030.I .5 | The names and the intersecting boundary lines of adjoining subdivisions and parcels of property.  |
|             |           |     | Findings       | The preliminary plat indicates the boundary lines of adjoining lots.  |

| $\boxtimes$ |             | 16.04.030.1 .6     | A contour map of the subdivision with contour lines and a maximum interval of five feet (5') to show the configuration of the land based upon the United States geodetic survey data, or other data approved by the city engineer.   |
|-------------|-------------|--------------------|--|
|             |             | Findings           | Sheet 1 of the preliminary plat shows the contour lines for the subject property.  |
| $\boxtimes$ |             | 16.04.030.17       | The scaled location of existing buildings, water bodies and courses and location of the adjoining or immediately adjacent dedicated streets, roadways and easements, public and private.   |
|             |             | Findings           | Sheet 1 identifies the outline of the existing building on the property as well as adjacent streets.   |
| $\boxtimes$ |             | 16.04.030.I .8     | Boundary description and the area of the tract.  |
|             |             | Findings           | The preliminary plat provides the boundary description of the area and includes square footage and acreage of the lot.   |
| $\boxtimes$ |             | 16.04.030.I .9     | Existing zoning of the tract.  |
|             |             | Findings           | Sheet 1 of the preliminary plat lists the existing zoning of the subject property above the owner information.   |
| $\boxtimes$ |             | 16.04.030.I<br>.10 | The proposed location of street rights of way, lots, and lot lines, easements, including all approximate dimensions, and including all proposed lot and block numbering and proposed street names.   |
|             |             | Findings           | The preliminary plat shows the locations and lot lines for the proposed lot. No new streets or blocks are being proposed with this application. Easements include a 25ft scenic Easement and a 10ft Fish and Nature Study Easement.  |
|             |             | 16.04.030.I<br>.11 | The location, approximate size and proposed use of all land intended to be dedicated for public use or for common use of all future property owners within the proposed subdivision.   |
|             |             | Findings           | This standard is not applicable as there is no requirement or proposal for land dedicated for public or common use.  |
|             |             | 16.04.030.I<br>.12 | The location, size and type of sanitary and storm sewers, water mains, culverts and other surface or subsurface structures existing within or immediately adjacent to the proposed sanitary or storm sewers, water mains, and storage facilities, street improvements, street lighting, curbs, and gutters and all proposed utilities. |
|             |             | Findings           | Sheet 1 shows the water and sewer lines immediately adjacent to the subject property.  |
| $\boxtimes$ |             | 16.04.030.I<br>.13 | The direction of drainage, flow and approximate grade of all streets.  |
|             |             | Findings           | This standard is shown in multiple locations on the preliminary plat.  |
|             | $\boxtimes$ | 16.04.030.I<br>.14 | The location of all drainage canals and structures, the proposed method of disposing of runoff water, and the location and size of all drainage easements, whether they are located within or outside of the proposed plat.  |
|             |             | Findings           | This standard does not apply as no new drainage canals or structures are proposed.   |
|             | ×           | 16.04.030.I<br>.15 | All percolation tests and/or exploratory pit excavations required by state health authorities.   |
|             |             | Findings           | This standard does not apply as no additional tests are required.  |
|             |             | 16.04.030.I<br>.16 | A copy of the provisions of the articles of incorporation and bylaws of homeowners' association and/or condominium declarations to be filed with the final plat of the subdivision.  |
|             |             | Findings           | This standard does not apply as this preliminary plat application is not for a townhouse or condominium subdivision and no commonly owned land or facilities are proposed.   |

|   | 16.04.030.I<br>.17    | Vicinity map drawn to approximate scale showing the location of the proposed subdivision in reference to existing and/or proposed arterials and collector   |
|---|-----------------------|---|
|   | "                     | streets.  |
|   | _                     | Sheet 1 includes a vicinity map that satisfies this requirement.  |
|   |                       | The boundaries of the floodplain, floodway and avalanche zoning district shall  |
|   |                       | also be clearly delineated and marked on the preliminary plat.  |
|   |                       | Boundaries of the floodplain and floodway are shown on Sheet 1.   |
| Ц | .19                   | Building envelopes shall be shown on each lot, all or part of which is within a floodway, floodplain, or avalanche zone; or any lot that is adjacent to the Big Wood River, Trail Creek, or Warm Springs Creek; or any lot, a portion of which has a slope of twenty five percent (25%) or greater; or upon any lot which will be created adjacent to the intersection of two (2) or more streets.  |
|   | Findings              | A building envelope is shown on both proposed lots as the property is adjacent to the Big Wood River and contains the floodplain.   |
|   | 16.04.030.I<br>.20    | Lot area of each lot.   |
|   | Findings              | As shown on Sheet 1 of the preliminary plat, the lot area for both lots is 12,070 square feet.  |
|   | 16.04.030.I<br>.21    | Existing mature trees and established shrub masses.   |
|   | Findings              | Existing mature trees and shrub masses on the subject property are identified on the preliminary plat.  |
|   | 16.04.030.I<br>.22    | A current title report shall be provided at the time that the preliminary plat is filed with the administrator, together with a copy of the owner's recorded deed to such property.   |
|   | Findings              | The applicant provided a title commitment issued by Stewart Title dated January 12, 2024 and a grant deed recorded on September 9, 1993 with the Blaine County Clerk and Recorder.  |
|   | 16.04.030.I<br>.23    | Three (3) copies of the preliminary plat shall be filed with the administrator.   |
|   | F: 1:                 |   |
|   | Findings              | The City of Ketchum received hard and digital copies of the preliminary plat at the time of application.  |
|   | 16.04.040.A           | time of application.  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.  |
|   | 16.04.040.A  Findings | 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.  No improvements are required to be made with the creation of Lots 1 &2.   |
|   | 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.  No improvements are required to be made with the creation of Lots 1 &2.  Improvement Plans: Prior to approval of final plat by the commission, the  |
|   | 16.04.040.A  Findings | 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.  No improvements are required to be made with the creation of Lots 1 &2.  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 |
|   | 16.04.040.A  Findings | 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.  No improvements are required to be made with the creation of Lots 1 &2.  Improvement Plans: Prior to approval of final plat by the commission, the  |
|   |                       | .17   |

|          |          |              | 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. |
|----------|----------|--------------|-------------|--|
|          |          |              | Findings    | No improvements are required to be made with the creation of Lots 1 & 2.   |
|          |          |              | 16.04.040.D | As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.   |
|          |          |              | Findings    | No improvements are required to be made with the creation of Lots 1 & 2.   |
|          |          |              | 16.04.040.E | Monumentation: Following completion of construction of the required improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows:  1. All angle points in the exterior boundary of the plat. 2. All street intersections, points within and adjacent to the final plat. 3. All street corner lines ending at boundary line of final plat. 4. All angle points and points of curves on all streets. 5. The point of beginning of the subdivision plat description.  |
| <u> </u> | <u> </u> | <del> </del> | Findings    | No improvements are required to be made with the creation of Lots 1 & 2.   |
|          |          |              | 16.04.040.F | Lot Requirements:  1. Lot size, width, depth, shape and orientation and minimum building setback lines shall be in compliance with the zoning district in which the property is located and compatible with the location of the subdivision and the type of development, and preserve solar access to adjacent properties and buildings.  2. Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contains land with a slope in excess of twenty five percent (25%), based upon natural contours, or creates corner lots at the intersection of two (2) or more streets, building envelopes shall be shown for the lot(s) so  |

|   |        | <i>Findings</i> 16.04.040.G | 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:  a. For lot line shifts of parcels that are entirely within slopes of twenty five percent (25%) or greater to create a reasonable building envelope, and mountain overlay design review standards and all other city requirements are met.  b. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section.  3. Corner lots outside the original Ketchum Townsite shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use.  4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.  5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts.  6. Every lot in a subdivision shall have a minimum of twenty feet (20') 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.  1. The lot size of 12 |
|---|--------|-----------------------------|--|
| J | ı<br>ا | 10.04.040.0                 | subdivision shall conform to the following requirements:  1. No block shall be longer than one thousand two hundred feet (1,200'), nor less than four hundred feet (400') between the street intersections, and shall have sufficient depth to provide for two (2) tiers of lots.  2. Blocks shall be laid out in such a manner as to comply with the lot requirements.  3. The layout of blocks shall take into consideration the natural topography of the land to promote access within the subdivision and   |

|  |           |                      | minimize cuts and fills for roads and minimize adverse impact on   |
|--|-----------|----------------------|--|
|  |           |                      | ·  |
|  |           |                      | · - ·  |
|  |           |                      |  |
|  |           | Findings             |  |
|  | $\square$ |                      |  |
|  |           | Findings 16.04.040.H | environment, watercourses and topographical features.  4. Corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.  This standard does not apply as no new blocks are being created.  Street Improvement Requirements:  1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land;  2. All streets shall be constructed to meet or exceed the criteria and standards set forth in chapter 12.04 of this code, and all other applicable ordinances, resolutions or regulations of the city or any other governmental entity having jurisdiction, now existing or adopted, amended or codified;  3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad or limited access highway right of way, the council may require a frontage street, planting strip, or similar design features;  4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods;  5. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven percent (7%) so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing;  6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated;  7. Dead end streets ma |
|  |           |                      | <ul> <li>9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);</li> <li>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;</li> <li>11. Streets with centerline offsets of less than one hundred twenty five feet (125')</li> </ul>  |
|  |           |                      | shall be prohibited;   |

|          |   |             |             | 12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;  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;  14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;  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;  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;  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;  18. Street lighting may be required by the commission or council where appropriate and shall be installed by the subdivider as a requirement improvement;  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;  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 approved by the administrator and shall be consistent with the type and design approved by the subdivider as construction of a new bridge or improvement of an existing bridge, such construction or im |
|----------|---|-------------|-------------|--|
|          |   |             |             | 17. In general, the centerline of a street shall coincide with the centerline of the   |
|          |   |             |             |  |
|          |   |             |             | , , ,  |
|          |   |             |             | , , ,  |
|          |   |             |             | •  |
|          |   |             |             |  |
|          |   |             |             | standards specified in subsection H2 of this section;  |
|          |   |             |             |  |
|          |   |             |             |  |
|          |   |             |             |  |
|          |   |             |             | will create substantial additional traffic which will require construction of a new  |
|          |   |             |             |  |
|          |   |             |             |  |
|          |   |             |             |  |
|          |   |             |             |  |
|          |   |             |             | 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.   |
|          |   |             |             | This standards is not applicable. This proposal does not create a new street,  |
|          |   |             |             | private road or bridge.  |
|          |   | $\boxtimes$ | 16.04.040.1 | 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   |
|          |   |             | Findings    | with design standards specified in subsection H2 of this section.  |
|          |   |             | Findings    | This standard does not apply as the subject property is in a residential zoning district which do not require alleys.  |
| <u> </u> | 1 | l           |             | albertee which do not require uneys.   |

|  | 16.04.040.J | Required Easements: Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.  1. A public utility easement at least ten feet (10') in width shall be required within the street right of way boundaries of all private streets. A public utility easement   |
|--|-------------|--|
|  |             | at least five feet (5') in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the city engineer to be necessary for the provision of adequate public utilities.  |
|  |             | 2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse.   |
|  |             | 3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's  |
|  |             | access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision.  |
|  |             | 4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion.  |
|  |             | 5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.                              |
|  |             | 6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the city.   |
|  | Findings    | Both a ten foot fish and nature study easement and a twenty five foot scenic easement are shown on the proposed lots.  |
|  | 16.04.040.K | Sanitary Sewage Disposal Improvements: Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the city engineer, council and Idaho health department prior to final plat approval. In the event that the sanitary sewage |
|  |             | system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho department of health and the council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the council may require an increase in the minimum lot size and may impose any other reasonable |

|  |             | requirements which it deems necessary to protect public health, safety and welfare.  |
|--|-------------|--|
|  | Findings    | This standard is not applicable as no sanitary sewage disposal improvements are required for this project. Sewer infrastructure exists adjacent to the proposed lots.  |
|  | 16.04.040.L | Water System Improvements: A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the city under the supervision of the Ketchum fire department and other regulatory agencies having jurisdiction. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall be permitted. All water systems shall be connected to the municipal water system and shall meet the standards of the following agencies: Idaho department of public health, Idaho survey and rating bureau, district sanitarian, Idaho state public utilities commission, Idaho department of reclamation, and all requirements of the city.   |
|  | Findings    | This standard is not applicable as no water improvements are required for this project. Water infrastructure exists adjacent to the proposed Lot 1.  |
|  | 16.04.040.M | Planting Strip Improvements: Planting strips shall be required improvements.  When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off-street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.   |
|  | Findings    | This standard is not applicable as planting strips are not required for this project   |
|  | 16.04.040.N | Cuts, Fills, And Grading Improvements: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following:  1. A preliminary soil report prepared by a qualified engineer may be required by the commission and/or council as part of the preliminary plat application.  2. Preliminary grading plan prepared by a civil engineer shall be submitted as part of all preliminary plat applications. Such plan shall contain the following information:  a. Proposed contours at a maximum of five foot (5') contour intervals. b. Cut and fill banks in pad elevations. c. Drainage patterns. d. Areas where trees and/or natural vegetation will be preserved. e. Location of all street and utility improvements including driveways to building envelopes. f. Any other information which may reasonably be required by the administrator, commission or council to adequately review the affect of the proposed improvements.  3. Grading shall be designed to blend with natural landforms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways. |

| 4. Areas within a subdivision which are not well suited for development of existing soil conditions, steepness of slope, geology or hydrology shall allocated for open space for the benefit of future property owners withi subdivision.  5. Where existing soils and vegetation are disrupted by subdivision deve provision shall be made by the subdivider for revegetation of disturbed a perennial vegetation sufficient to stabilize the soil upon completion of the construction. Until such times as such revegetation has been installed an established, the subdivider shall maintain and protect all disturbed surfa erosion.  6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply:  a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability.  b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHO T99 (American Assos State Highway Officials) and ASTM D698 (American standard test methods).  c. Cut slopes shall be no steeper than two horizontal to one vert Subsurface drainage shall be provided as necessary for stability.  d. Fill slopes shall be no steeper than three horizontal to one vert Subsurface drainage shall be no steeper than three horizontal to one vert (3:1). Neither cut nor fill slopes shall be located on natural slope to one (3:1) or steeper, or where fill slope toes out within twelve (12') horizontally of the top and existing or planned cut slope.  e. Toes of cut and fill slopes shall be set back from property bou distance of three feet (3"), plus one-fifth (1/5) of the height of the fill, but may not exceed a horizontal distance of ten feet (10' and toes of cut and fill slopes shall be set back from structures a distance of at least six feet (6'), plus one-fifth (1/5) of the height cut or the fill. Additional setback distances shall be provided as a to accommodate drainage features and drainage structures. | be opment, ireas with ie id ces from                                |
|---|---|
| distance of at least six feet (6'), plus one-fifth (1/5) of the height cut or the fill. Additional setback distances shall be provided as r to accommodate drainage features and drainage structures.  Findings  This standard is not applicable as no grading improvements are propose.  | tical (2:1).  tical s of three e feet  ndaries a e cut or           |
| to accommodate drainage features and drainage structures.  Findings  This standard is not applicable as no grading improvements are propose   |   |
| Findings This standard is not applicable as no grading improvements are propose   |   |
| rodurod   | d or  |
| required.   |   |
| □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □   | to urses or drainage nage crease An ement in required mproved width |
| required.   |   |
| □ □ □ Id.04.040.P Utilities: In addition to the terms mentioned in this section, all utilities in but not limited to, electricity, natural gas, telephone and cable services so installed underground as a required improvement by the subdivider. Add  | cluding,  |

|   |             | Findings                | 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. |
|---|-------------|-------------------------|--|
|   | $\square$   | Findings<br>16.04.040.Q | No utility improvements are proposed or required.  Off Site Improvements: Where the offsite impact of a proposed subdivision is  |
|   |             | 10.01.010.0             | found by the commission or council to create substantial additional traffic,   |
|   |             |                         | improvements to alleviate that impact may be required of the subdivider prior to   |
|   |             |                         | final plat approval, including, but not limited to, bridges, intersections, roads,   |
|   |             |                         | traffic control devices, water mains and facilities, and sewer mains and facilities.   |
|   |             | Findings                | This standard is not applicable as off-site improvements are not required or   |
|   |             |                         | proposed with this project   |
|   |             | 1                       |  |
|   | $\boxtimes$ | 16.04.040 <i>.R</i>     | Avalanche and mountain overlay. All improvements and plats (land, planned unit   |
|   |             |                         | development, townhouse, condominium) created pursuant to this chapter shall  |
|   |             |                         | comply with City of Ketchum Avalanche Zone District and Mountain Overlay   |
|   |             | Fin din an              | Zoning District requirements as set forth in title 17 of this Code.  |
|   |             | Findings                | This standard is not applicable as this application is not within the Avalanche or Mountain Overlay  |
| П | $\boxtimes$ | 16.04.040 <i>.S</i>     | Existing natural features which enhance the attractiveness of the subdivision and  |
|   |             | 10.04.040.5             | community, such as mature trees, watercourses, rock outcroppings, established  |
|   |             |                         | shrub masses and historic areas, shall be preserved through design of the  |
|   |             |                         | subdivision.   |
|   |             | Findings                | This standard is not applicable as the subject property is developed with an   |
|   |             | 1                       | This startage as the subject property is developed with an   |

#### **CONCLUSIONS OF LAW**

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

#### **DECISION**

**THEREFORE,** the Council **approves** of this Subdivision Preliminary Plat Application File No. P24-056 this Tuesday, October 7, 2024 subject to the following conditions of approval.

#### **CONDITIONS OF APPROVAL**

- 1. Failure to obtain final plat approval within two (2) years of Council's approval of the Preliminary Plat shall cause the Preliminary Plat to be null and void.
- 2. Prior to recording a Final Plat, the existing residence shall be demolished. The residence shall be demolished after the Planning & Building Department receives and deems complete a building permit and floodplain development permit for the replacement project. Failure to demolish the existing residence shall cause the Preliminary Plat to be null and void.
- 3. In order for the riparian zone to receive full restoration, the applicant shall make a reasonable effort to coordinate with Sun Valley Resorts to install landscaping on Sun Valley Resorts property within the riparian zone. If upon submittal of a floodplain development permit, riparian improvements on Sun Valley Resorts property are not included in the scope of the permit, the applicant shall provide demonstration of reasonable effort to coordinate full riparian restoration. If the City does not believe a reasonable effort was made, the City shall reserve the right to request additional effort to be made and may withhold approval of a floodplain development permit until a reasonable effort has been satisfied.

Findings of Fact **adopted** this 7<sup>th</sup> day of October 2024.

DocuSigned by:

032B2B10E596435.

Neil Bradshaw, Mayor

# A PRELIMINARY PLAT SHOWING JOAN DICK SUBDIVISION WHEREIN TAX LOT 4271 IS SUBDIVIDED INTO LOTS 1 & 2, BLOCK 1, JOAN DICK SUBDIVISION, AS SHOWN HEREON LOCATED WITHIN SECTION 13, T.4 N., R.17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO JUNE 2024 REMBER S CLIFFHANGER SUBDIVISION DAVIS SUBDIVISION BLAINE COUNTY GIS MONUMENT SURVEY NARRATIVE & NOTES LS3621 THE PURPOSE OF THIS PLAT IS TO SHOW THE MONUMENTS FOUND AND SET DURING THE BOUNDARY RETRACEMENT OF TAX LOT 4271, AND SUBDIVIDE SAID TAX LOT INTO LOTS 1 & 2, BLOCK 1, JOAN DICK SUBDIVISION, AS SHOWN HEREON. ALL FOUND MONUMENTS WERE ACCEPTED AS EITHER ORIGINAL CORNERS, OR REPLACEMENTS OF ORIGINAL CORNERS. THE NORTHEASTERLY CORNER OF LOT 1 WAS REESTABLISHED BY HOLDING THE WESTERLY RIGHT-OF-WAY OF WOOD RIVER DRIVE AND PROPORTIONING RECORD DISTANCES BETWEEN FOUND MONUMENTS. REFERENCE DOCUMENTS USED IN THE COURSE OF THIS SURVEY NAIL IN PIPE (RECORDS OF BLAINE COUNTY, IDAHO): FISH & NATURE <u>LOT 1</u> ±12,070 SQ. FT. a. RECORD OF SURVEY OF LOT 1, BLOCK 1, GORELL SUBDIVISION, INST. NO. 662832. STUDY EASEMENT a. PLAT OF DAVIS SUBDIVISION, LOTS 1A & 2A, INST. NO. 435459. (10' FROM OHWM) b. LOT LINE SHIFT PLAT OF GORELL SUBDIVISION, INST. NO. 451959. TAX LOT c. RECORD OF SURVEY FOR IDAHO POWER, INST. NO. 259093 **BLAINE COUNTY GIS MONUMENT** d. UNRECORDED PLAT OF FOSTER'S ADDITION BY O.T. HANSEN IN 1956 (COPY AVAILABLE IN THE BLAINE COUNTY ASSESSOR'S OFFICE) 31 NILLEGIBLE CAP e. QUIT CLAIM DEEDS, INST. NO'S. 356594, 356595, AND 503208. f. LOT BOOK GUARANTEE NO. G-2222-000090265 BY STEWART TITLE GUARANTY COMPANY, **BLOCK 1** DATED JANUARY 12, 2024. 3. THE DISTANCES SHOWN ARE MEASURED. REFER TO THE ABOVE REFERENCED DOCUMENTS FOR LEGEND PREVIOUS RECORD DATA. THE BUILDING ENVELOPES SHOWN REFLECT MINIMUM SETBACKS PER CITY OF KETCHUM PROPERTY LINE MUNICIPAL CODE. PROPOSED BUILDING HEIGHT MAY REQUIRE LARGER SETBACKS. REFER TO ADJOINER'S LOT LINE PROPOSED LOT LINE KETCHUM MUNICIPAL CODE TITLE 17: ZONING REGULATIONS FOR ADDITIONAL INFORMATION. GIS TIE LINE EASEMENT, TYPE & WIDTH FLOODPLAIN: THE 1% CHANCE OF FLOOD LINE DESIGNATED ON THIS MAP IS CONSIDERED AS SHOWN REASONABLE FOR REGULATORY PURPOSES, HOWEVER, NEITHER THE OWNER, THE CITY OF **BUILDING ENVELOPE** SCENIC EASEMENT FENCE LINE

**GORREL SUBDIVISION** 

BLOCK 1, LOT 1

(25' FROM OHWM)

±12,070 SQ. FT.

**FLOODWAY** 

1' CONTOUR

CONCRETE

**ASPHALT** 

— — — OHW — — —

W.C.

 $\odot$ 

0

FLOODPLAIN (100 YEAR)

EXISTING BUILDING

WITNESS CORNER

FOUND 2" IRON PIPE

FOUND 5/8" REBAR

FOUND 1/2" REBAR

**EXISTING WELL** 

VALVE BOX

SANITARY MANHOLE

**CONIFEROUS TREE** 

**DECIDUOUS TREE** 

SET ALUMINUM CAP (25' W.C.)

SET 5/8" REBAR (PLS20893)

ORDINARY HIGH WATER MARK

SEWER MAIN (PER CITY DRAWINGS)

WATER MAIN (PER CITY DRAWINGS) WATER SERVICE (PER CITY DRAWINGS)

SEWER SERVICE (PER CITY DRAWINGS)

CALCULATED POINT (NOTHING SET, LANDS ON WALL)

FLOODS OR FLOOD DANGER. FLOOD INFORMATION IS BASED ON THE FLOOD INSURANCE STUDY: COMMUNITY NUMBER 160023- MAP NO.16013C0461E - PANEL NO. 0461 E - NOVEMBER 26, 2010.

CONTOUR INTERVAL: 1'. CONTOURS IN AREAS OF DENSE VEGETATION MAY DEVIATE FROM TRUE ELEVATION BY ONE HALF THE HEIGHT OF THE VEGETATION. DATE OF LIDAR FLIGHT FOR CONTOURS: 2017 VERTICAL DATUM IS NAVD 1988.

CITY OF KETCHUM WATER AND SEWER UTILITY INFORMATION SHOWN HEREON IS PER CITY OF KETCHUM WATER AND SEWER SYSTEM DRAWINGS, DATED MARCH 2019.

CURRENT CITY OF KETCHUM ZONING: LR.

A 25' SCENIC EASEMENT MEASURED FROM THE EDGE OF THE ORDINARY HIGH WATER MARK IS HEREBY DEDICATED PER KMC 16.04.040.J.4, 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.

10. A 10' FISH AND NATURE STUDY EASEMENT IS HEREBY DEDICATED PER KMC 17.88.040.D.3.F. ADJACENT TO THE BIG WOOD RIVER, MEASURED HORIZONTALLY FROM THE ORDINARY HIGH WATER MARK. THE FISH AND NATURE STUDY EASEMENT SHIFTS IN ACCORDANCE WITH THE LOCATION OF THE CHANNEL AND IT'S MEAN HIGH-WATER MARK.

> JOAN DICK SUBDIVISION PREPARED FOR: JAY & MARIANNE DICK 5035 PRINCESS ANNE RD LA CANADA, CA 91011

GALENA-BENCHMARK ENGINEERING KETCHUM, IDAHO

> SHEET 1 OF 1 Job No. 2323₽



# City of Ketchum

1. Contract with Peak Venture Group, LLC

2. Purchase Order 26002

### **CITY COUNCIL MEETING AGENDA MEMO**

| Meeting Date:   | 9-01-2025 Staff Member/Dept: Ben Whipple / Public Works                                  |  |  |
|---|--|--|--|
|   |  |  |  |
| Agenda Item:  | Award of Contract for Hyperborean Condo Renovation to Peak Venture Group, LLC            |  |  |
| Recommended   | d Motion:  |  |  |
| "Recommenda   | ation to award contract to Peak Venture Group, LLC to complete all recommended           |  |  |
| renovation sco  | ppe for 291 N 2nd Ave /Hyperborean Condos"   |  |  |
|   |  |  |  |
| Reasons for Re  | ecommendation:   |  |  |
| Scope (   | of work for the condo renovation is determined by Time & Materials basis and an in-order |  |  |
| prioriti  | zation of the following work:  |  |  |
| 0   | New roof   |  |  |
| 0   | Egress Code & Water Intrusion Window Replacement   |  |  |
| 0   | Moisture Intrusion Mitigation at Bottom Unit   |  |  |
| 0   | Flooring Repair at Bottom Unit   |  |  |
| 0   | Exterior Cleanup & Code Compliance   |  |  |
| 0   | HVAC, Electrical, Plumbing, Interior Code Compliance                                     |  |  |
| 0   | A D. L. All  |  |  |
| <ul><li>Siding Repair and Painting</li></ul>            |  |  |  |
| <ul> <li>Additional window replacements</li> </ul>      |  |  |  |
| <ul> <li>Interior door replacement as needed</li> </ul> |  |  |  |
|   |  |  |  |
| Policy Analysis   | and Background (non-consent items only):   |  |  |
|   |  |  |  |
|   |  |  |  |
| Sustainability I  | mpact:   |  |  |
| N/A   |  |  |  |
|   |  |  |  |
|   |  |  |  |
| Financial Impa  | ct:  |  |  |
| None OR Adea  | uate funds exist in account: Capital Fund fund balance is projected to cover the         |  |  |
|   | previously council approved amount of \$243,125.   |  |  |
|   |  |  |  |
|   |  |  |  |
| Attachments:  |  |  |  |

# INDEPENDENT CONTRACTOR AGREEMENT 26002 WITH PEAK VENTURE GROUP, LLC FOR RENOVATION OF THE HYPERBOREAN CONDOMINIUM

This Independent Contractor Agreement ("Agreement") is made and entered effective to the \_\_\_\_ day of 09/01/2025, by and between the City of Ketchum, an Idaho municipal corporation ("City"), and Peak Venture Group, LLC.

#### **FINDINGS**

- A. The City is a municipal corporation duly organized and existing under the laws of the State of Idaho.
- B. The City is empowered to enter into contracts and take such steps as are reasonably necessary to maintain the peace, good government and welfare of the City. Idaho Code §50-301 *et seq*.
- C. Contractor independently provides certain professional services which may be beneficial and of use for the general welfare of the City.
- D. The City finds that it is economical and efficient and that is in the best interests of the City to contract with Contractor for certain services as set forth herein ("Services").

NOW, THEREFORE, the Parties enter into this Agreement according to the following terms and conditions:

#### 1. Description of Services.

Scope of work for the condo renovation is determined by Time & Materials basis and an in-order prioritization of the following work:

- a. New Roof
- b. Egress Code & Water Intrusion Window Replacement
- c. Moisture Intrusion Mitigation at Bottom Unit
- d. Flooring Repair at Bottom Unit
- e. Exterior Cleanup & Code Compliance
- f. HVAC, Electrical, Plumbing, Interior Code Compliance
- g. As Budget Allows:
  - i. Siding Repair and Painting
  - ii. Additional window replacements
  - iii. Interior door replacement as needed
- 2. Payment for Services. In exchange for the Services, the City shall pay Contractor up to \$243,125. Reference "Appendix A" for estimated pricing breakdown. Contractor shall track and report to the City as to the Service activities and all time expended on the Services. City will also reimburse Contractor, upon presentation of reports and receipts, for reasonable travel expenses required to provide the Services. Invoices for payment will be submitted monthly and payment made by City upon City review and approval within approximately thirty days.

- 3. <u>Term.</u> The term of this Agreement shall be through the duration and conclusion of the Services, not to exceed one year from the date of this Agreement. This term may be renewed or extended upon further written agreement between the parties.
- 4. <u>Independent Contractor</u>. Contractor performs the Services hereunder solely and exclusively as an independent contractor. Contractor is not an employee, servant, agent, partner, or joint venture of the City. The City will determine the projects or Services to be done by Contractor, but Contractor will determine the legal means by which it accomplishes the work specified by the City. This Agreement shall not be construed to create or establish any employee-employee relationship between the City and Contractor or make Contractor eligible for any City employment benefits. Contractor is solely responsible for all withholding and payment of all applicable federal, state, and local income or payroll taxes of any kind.
- 5. <u>Performance and Warranty.</u> Contractor will provide its own tools and equipment as needed to perform the Services. Contractor warrants that all equipment used to perform this Agreement will function safely, properly, and efficiently. Contractor warrants that all services will be timely performed in a safe, professional, and workmanlike manner.
- 6. <u>Indemnification.</u> Contractor releases, holds harmless, and agrees to indemnify City from and against all claims, suits, damages (including, without limitation, damages to persons and property including deaths, and all tax responsibilities), costs, losses, and expenses, in any manner related to or arising from the acts or omissions of Contractor, its managers, members, directors, officers, shareholders, agents, and employees.
- 7. <u>Licensing</u>. Contractor represents that Contractors possesses the requisite skill, knowledge, and experience necessary to perform the Services. Contractor represents it has or agrees to obtain and maintain all necessary registrations, licenses, and insurance as may be required by the State of Idaho for the performance of the Services under this Agreement.
- 8. **Insurance.** Contractor is not covered by the City's liability insurance policy. Contractor shall carry and maintain liability insurance in the following minimum amounts:

General liability \$1,000,000.00 per occurrence;

\$2,000,000.00 aggregate.

Commercial Auto \$1,000,000.00

Worker's Compensation As required by the State of Idaho, and not less

than \$1,000,000.00

Proof of said insurance shall be provided to City. Each policy of insurance required shall provide for no less than thirty-day advance notice to City prior to cancellation.

In addition, the City shall be named a "Additional Insured" by all contractors and subcontractors.

9. <u>Notice.</u> All notices under this Agreement shall be in writing and addressed as follows:

CITY: CONTRACTOR

City of Ketchum Attn: City Administrator P.O. Box 2315 191 5<sup>th</sup> St., West Ketchum, ID 83340

- 10. Compliance with Laws/Public Records. Contractor, its managers, members, directors, officers, shareholders, agents, and employees shall comply with all federal, state and local laws, rules, and ordinances. This Agreement does not relieve Contractor of any obligation or responsibility imposed upon Contractor by law. Without limitation, Contractor hereby acknowledges that all writings and documents, including without limitation email, containing information relating to the conduct or administration of the public's business prepared by Contractor for City regardless of physical form or characteristics may be public records pursuant to the Idaho Public Records Act. Contractor further acknowledges that, subject to certain limitations, the public may examine and take a copy of all such public writings and records. Accordingly, Contractor shall maintain such writings and records in such a manner that they may readily identified, retrieved and made available for such inspection and copying. Should Contractor wish to claim an exemption to disclosure on any record, Contractor shall identify such in advance and assume all costs of defense on any associated legal action to defend such claimed exemption from disclosure.
- 11. Non-Assignment. Contractor hereby acknowledges that City has agreed to enter this Agreement based in part on Contractor's unique skills and reputation for professional work. Accordingly, Contractor may not assign, subcontract, or transfer in any manner this Agreement or any of Contractor's right, title or interest in or to this Agreement without the prior written consent of City.
- 12. <u>Amendments.</u> This Agreement may only be changed, modified, or amended in writing executed by all parties.
- 13. <u>Non-Waiver</u>. The failure of either party to exercise any of its rights under this Agreement at any time does not constitute a breach of this Agreement and shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.
- 14. <u>Headings.</u> The headings in the Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

- 15. Attorney Fees and Costs. In the event that either party hereto is required to retain the services of an attorney to enforce any of its rights hereunder, the non-prevailing party shall pay to the prevailing party all reasonable costs and attorney fees incurred in such enforcement, whether or not litigation is commenced and including reasonable costs and attorney fees on appeal.
- 16. <u>Governing Law</u>. This Agreement shall be governed by the laws of the State of Idaho. Venue shall be in the Fifth Judicial District, Blaine County, Idaho.
- 17. <u>Entire Agreement</u>. This Agreement contains the entire Agreement between the parties respecting the matters herein set forth and supersedes any and all prior Agreements between the parties hereto respecting such matter.
- 18. <u>Severability</u>. If any part of this Agreement is held to be invalid or unenforceable, such part shall be considered as stricken and the rest of this Agreement shall continue in full force and effect and so as to preserve the agreement and intent to the fullest possible extent.
- 19. Execution and Signatures. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 20. <u>Authority.</u> The parties executing this Agreement warrant, state, acknowledge, and affirm that they have the authority to sign the same and to bind themselves to the terms contained herein.

IN WITNESS WHEREOF, the Parties execute this Agreement.

| CITY OF KETCHUM    |                         |   |       | , CON  | TRAC | CTOR    |        |        |
|--------------------|-------------------------|---|-------|--------|------|---------|--------|--------|
| Neil Br<br>Owner   | adshaw, Mayor           |   | David | Lloyd, | Peak | Venture | Group, | LLC    |
| ATTES              | T:                      |   |       |        |      |         |        |        |
| Trent D<br>City Cl |                         | _ |       |        |      |         |        |        |
| TO:                | CONTRACTOR:<br>ADDRESS: |   |       |        |      |         |        | —<br>— |

#### **EXHIBIT A**

| 291 N 2nd Ave Condo Critical Renovation Items                    | Price | <b>e</b>   |
|--|-------|------------|
|  |       |            |
| Remove & Replace Windows - Egress Compliance and Damaged Windows | \$    | 30,650.00  |
| Remove & Replace Siding  | \$    | -          |
| Doors (Safety Only)  |       |            |
| Structural Calcs   |       |            |
| Exterior Paint & Stucco Patch                                    | \$    | 27,720.00  |
| New Roof   | \$    | 35,000.00  |
| Remove Material on South Side, Waterproof & Retain               | \$    | 36,500.00  |
| Ground Floor Flooring & Subfloor Repair                          | \$    | 22,000.00  |
| Mold Remediation & Related Carpentry                             | \$    | 20,000.00  |
| HVAC - Independent Dryers & Crawl Ventilation                    | \$    | 9,490.00   |
| Electrical Clean-Up  | \$    | 7,150.00   |
| Plumbing Clean-Up  | \$    | 7,150.00   |
| Enclose Fire Places  | \$    | 6,600.00   |
| Arch & Engineering Fees  | \$    | 10,000.00  |
| Misc. Code Clean-Up Items  | \$    | 12,000.00  |
| Contingency (COK Held)   | \$    | 18,865.00  |
| Total  | \$    | 243,125.00 |



# **CITY OF KETCHUM**

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

# PURCHASE ORDER

BUDGETED ITEM? \_\_\_\_ Yes \_\_\_\_ No

PURCHASE ORDER - NUMBER: 26002

| To:  | Ship to:   |  |
|--|--|--|
| 6313<br>PEAK VENTURE GROUP LLC<br>PO BOX 265<br>KETCHUM ID 83340 | CITY OF KETCHUM<br>PO BOX 2315<br>KETCHUM ID 83340 |  |

| P. O. Date | Created By | Requested By | Department | Req Number | Terms |
|------------|------------|--------------|------------|------------|-------|
| 08/27/2025 | BDAVIS     | BDAVIS       |            |            |       |

| Quantity | Description                      |              | Unit Price | Total      |
|----------|----------------------------------|--------------|------------|------------|
| 1.00     | Renovation of Hyperborean Condos | 03-4194-7136 | 243,125.00 | 243,125.00 |
|          |                                  |              |            |            |
|          |                                  |              |            |            |
|          |                                  |              |            |            |
|          |                                  |              |            |            |
|          |                                  |              |            |            |
|          |                                  |              |            |            |
|          |                                  |              |            |            |
|          |                                  |              |            |            |
|          |                                  |              |            |            |
|          |                                  |              |            |            |
|          |                                  |              |            |            |
|          |                                  |              |            |            |
|          |                                  |              |            |            |
|          |                                  |              |            |            |
|          |                                  |              |            |            |
|          |                                  | CHINDING     | O HANDLING | 0.00       |
|          |                                  | SHIPPING     | & HANDLING | 0.00       |
|          |                                  | TOTAL I      | O AMOUNT   | 243,125.00 |
|          |                                  |              | -          |            |



### **City of Ketchum**

#### CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: | September 2, 2025 | Staff Member/Dept: | Rian Rooney & Liz Vargas / Housing

Agenda Item: Recommendation to Authorize Housing Department to Release Ownership and

**Preservation Program Funds** 

#### Recommended Motion:

I move to approve 1) authorization of up to \$157,500 for the Ownership and Preservation Program to purchase a Category Local restriction on a condominium unit and 2) up to \$75 for a title insurance policy.

#### Reasons for Recommendation:

- The purchaser has been qualified for participation by the BCHA and meets the requirements of the Ownership and Preservation Program Policies.
- The unit is located in Ketchum and meets the requirements of the Ownership and Preservation Program Policies.
- Conversion of existing housing units to deed-restricted community housing is consistent with the objectives of Goal 1 of the Housing Action Plan.
- The Ownership and Preservation Program provides assistance to locals in accessing homeownership, a goal identified in the Housing Action Plan.

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

#### **GOAL 1: CREATE + PRESERVE HOUSING**

#### **Ownership and Preservation Program**

On January 24, 2024, the Housing Department launched the Ketchum Ownership and Preservation Pilot Program. The Ownership and Preservation Program (OPP) offers cash incentives to homeowners or homebuyers in Ketchum in exchange for recording a Category Local deed restriction on their property, limiting ownership and occupancy of the home to qualified locals in Blaine County, Idaho. OPP funds may be sought by qualifying local households who will occupy the home as their full-time, primary residence, work in Blaine County (or meet qualifying exceptions), and either (1) are existing homeowners in Ketchum or (2) are looking to purchase a home in Ketchum.

The OPP offers two Category Local deed restrictions from which applicants can choose. The first is a light deed-restriction, which does not cap appreciation. The second is an appreciation-capped deed restriction, similar to the Blaine County Housing Authority's other income category deed restrictions. The OPP offers 15% of a home's market value, up to \$125,000, for a light restriction. 30% of a home's market value, up to \$225,000, is available for an appreciation-capped restriction. Market value is a determined by the lesser of the purchase price or the appraised value of the home. Additional information on the program is located at projectketchum.org/own.

#### **Funding Requested**

The home is a 1-bedroom, 1-bathroom condominium in Ketchum. The home is under contract with the applicant for \$525,000. The home has not yet been appraised. The buyer applied to the Ownership and Preservation Program and is qualified under the program. They have requested an appreciation-capped deed restriction. The OPP will provide 30% of the market value of the home for the deed restriction, up to \$157,500 (30% of \$525,000). If the home appraises for less than \$525,000, the City would provide 30% of the appraised value.

Once deed-restricted, the home's base price will be the purchase price (~\$525,000) less the 30% value (~\$157,500) provided for the deed restriction. Appreciation will begin from the base price of ~\$367,500 ensuring the public investment remains with the home long term and through a succession of future owners. The deed restriction does not impact or limit the amount of HOA assessments and dues for the unit within the HOA. However, non-luxury capital improvements – including HOA special assessments – can be added to the resale value under the terms of the deed restriction.

In addition to purchasing the deed restriction, staff recommends purchasing a title insurance policy covering the deed restriction's value, insuring the position and recording of the deed restriction on title.

#### **Next Steps**

Following confirmation of the appraisal, staff will request that a check for 30% of the market value of the unit be delivered to an escrow account at the title company for closing along with the deed restriction and associated documents. Upon confirmation of loan approval and final review, funds will be released from escrow at closing and the deed restriction and associated documents will be recorded.

#### Sustainability Impact:

Deed-restricted homes house members of the community locally, ensuring that residents are closer to their places of work, recreation, and other services. This proximity helps to decrease transportation time and reduce vehicle-related emissions associated with commuting to and from work from outside of the community.

Additionally, the Ownership and Preservation Program converts existing housing units in Ketchum into community housing, utilizing existing housing stock, land, and resources to achieve community housing goals.

#### **Financial Impact:**

| None OR Adequate funds exist in account: | Up to \$157,500 in funds will be released from the      |
|--|---|
|  | Housing Department's budget and an additional \$75 for  |
|  | a title insurance policy (deed-restriction program line |
|  | item).  |



## **City of Ketchum**

#### CITY COUNCIL MEETING AGENDA MEMO

| Meeting Date: | September 2, 2025 | Staff Member/Dept: | Brent Davis – Director of Finance |
|---------------|-------------------|--------------------|-----------------------------------|
|---------------|-------------------|--------------------|-----------------------------------|

Agenda Item: 3<sup>rd</sup> Reading of Budget Ordinance 1265 (FY 2026 Budget)

#### Recommended Motion:

Motion to approve the third and final reading by title only of Ordinance #1265.

#### Reasons for Recommendation:

The annual budget workshop occurred on June 24<sup>th</sup>. Staff presented the draft budget for Mayor and City Council discussion and feedback. The homework items were addressed on July 21<sup>st</sup> as part of ongoing strategic discussions. The formal Budget Hearing also occurred on July 21<sup>st</sup>. The publishing dates were July 9<sup>th</sup> and July 16<sup>th</sup>.

#### Sustainability Impact:

The FY 2026 Budget allocated the appropriation needed to continue the sustainability partnership with Blaine County.

#### Financial Impact:

FY 2026 Revenues: \$43,361,668 FY 2026 Expenditures: \$42,774,212

#### Attachments:

- 1. FY 2026 Budget Notice of Public Hearing
- 2. FY 2026 Budget Ordinance #1265

#### **NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that the Ketchum, Idaho City Council will meet on Monday, July 21, 2025 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 (2026). 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 2026 budget, along with the current adopted budget (FY 2025) and two years of previous actuals (FY 2023 & 2024). The public hearing is in accordance with state statute 50-1002.

#### CITY OF KETCHUM, IDAHO

#### **EXPENDITURES**

| EXPENDITURES  |                      |                      |                        |                        |
|---|----------------------|----------------------|------------------------|------------------------|
|   | ACTUAL<br>FY 2023    | ACTUAL<br>FY 2024    | ADOPTED<br>FY 2025     | PROPOSED<br>FY 2026    |
| GENERAL FUND  | 13,540,922           | 14,655,728           | 14,446,021             | 12,343,100             |
| GENERAL CAPITAL IMPROVEMENT FUND                        | 2,212,444            | 7,513,872            | 3,359,750              | 4,298,600              |
| ESSENTIAL SERVICES FACILITIES TRUST FUND                | -                    | -                    | · · ·                  | -                      |
| WAGON DAYS FUND   | 163,817              | 190,582              | 163,000                | 220,900                |
| FIRE CONSTRUCTION FUND                                  | 285,860              | -                    | -                      | -                      |
| ORIGINAL LOT FUND                                       | 3,660,571            | 3,461,887            | 3,578,226              | 3,670,000              |
| ADDITIONAL 1%-LOT FUND FIRE GO BOND DEBT SERVICE FUND   | 3,938,594<br>611,769 | 3,059,370<br>630,078 | 2,447,253<br>617,019   | 2,900,000<br>617,019   |
| COMMUNITY HOUSING IN-LIEU FUND                          | 768,449              | 1,451,982            | 1,214,874              | 2,000,000              |
| COMMUNITY HOUSING (CITY/COUNTY)                         | 1,017,595            | 2,584,199            | 1,761,798              | 1,876,017              |
| WATER FUND  | 2,151,786            | 2,720,258            | 2,814,908              | 3,100,493              |
| WATER CAPITAL IMPROVEMENT FUND                          | 623,249              | 759,641              | 1,015,000              | 700,000                |
| WASTEWATER FUND   | 2,462,819            | 3,323,320            | 3,470,836              | 4,010,844              |
| WASTEWATER CAPITAL IMP. FUND POLICE TRUST FUND          | 586,786              | 2,897,281            | 4,729,135              | 5,242,086              |
| PARKS & RECREATION TRUST FUND                           | 223,680              | -<br>72,166          | 7,500<br>1,130,650     | 7,500<br>1,137,653     |
| DEVELOPMENT TRUST FUND                                  | 1,078,252            | -                    | 650,000                | 650,000                |
| Total Expenditures                                      | 33,326,590           | 43,320,363           | 41,405,970             | 42,774,212             |
|   |                      |                      |                        |                        |
| REVENUE   |                      |                      |                        |                        |
| GENERAL FUND  |                      |                      |                        |                        |
| GENERAL PROPERTY TAXES                                  | 4,894,483            | 5,110,417            | 5,228,549              | 4,763,368              |
| OTHER REVENUE FUND BALANCE APPLIED                      | 10,162,194           | 10,191,716<br>-      | 9,217,472              | 7,579,732              |
| TOTAL GENERAL FUND                                      | 15,056,677           | 15,302,134           | 14,446,021             | 12,343,100             |
| GENERAL CAPITAL IMPROVEMENT FUND                        | 2,049,733            | 9,706,462            | 2,027,500              | 3,998,600              |
| FUND BALANCE APPLIED                                    | -                    | -                    | 1,332,250              | 300,000                |
| TOTAL GENERAL CAPITAL IMPRVMNT FUND                     | 2,049,733            | 9,706,462            | 3,359,750              | 4,298,600              |
| WAGON DAYS FUND   | 158,935              | 182,874              | 163,000                | 220,900                |
| FUND BALANCE APPLIED                                    | <u> </u>             | · -                  | -                      | <u> </u>               |
| TOTAL WAGON DAYS FUND                                   | 158,935              | 182,874              | 163,000                | 220,900                |
| FIRE CONSTRUCTION FUND                                  | 5,800                | -                    | -                      | -                      |
| FUND BALANCE APPLIED                                    | -                    | -                    | -                      | -                      |
| TOTAL FIRE CONSTRUCTION FND                             | 5,800                | -                    | -                      | -                      |
| ORIGINAL LOT FUND FUND                                  | 3,961,098            | 3,792,244            | 3,244,835              | 3,670,000              |
| FUND BALANCE APPLIED                                    | - 2.054.000          | - 2 702 244          | 333,391                | 2 670 000              |
| TOTAL ORIGINAL LOT FUND FUND                            | 3,961,098            | 3,792,244            | 3,578,226              | 3,670,000              |
| ADDITIONAL 1%-LOT FUND FUND BALANCE APPLIED             | 3,315,442            | 3,010,151            | 2,447,253              | 2,900,000              |
| TOTAL ADDITIONAL 1% LOT FUND                            | 3,315,442            | 3,010,151            | 2,447,253              | 2,900,000              |
| FIRE GO BOND DEBT SERVICE FUND                          |                      | 630,078              | 617,019                | 617,019                |
|   | 611,880              |                      |                        |                        |
| COMMUNITY HOUSING IN-LIEU FUND FUND BALANCE APPLIED     | 694,050              | 939,788              | 1,214,874              | 800,000<br>1,200,000   |
| TOTAL COMMUNITY HOUSING IN-LIEU FND                     | 694,050              | 939,788              | 1,214,874              | 2,000,000              |
| COMMUNITY HOUSING (CITY/COUNTY)                         | 770,954              | 2,408,390            | 1,761,798              | 1,876,017              |
| FUND BALANCE APPLIED                                    | -                    | -                    | -                      | -                      |
| TOTAL COMMUNITY HOUSING IN-LIEU FND                     | 770,954              | 2,408,390            | 1,761,798              | 1,876,017              |
| WATER FUND  | 2,646,518            | 3,327,932            | 2,758,722              | 3,410,500              |
| FUND BALANCE APPLIED                                    |                      | -                    | 56,186                 | -                      |
| TOTAL WATER FUND  | 2,646,518            | 3,327,932            | 2,814,908              | 3,410,500              |
| WATER CAPITAL IMPROVEMENT FUND                          | 722,000              | 925,175              | 1,015,000              | 830,000                |
| FUND BALANCE APPLIED                                    |                      | -                    | 750,000                | -                      |
| TOTAL WATER CAPITAL IMP. FUND                           | 722,000              | 925,175              | 1,765,000              | 830,000                |
| WASTEWATER FUND   | 3,501,846            | 3,230,401            | 3,621,609              | 4,158,293              |
| FUND BALANCE APPLIED                                    | - 2 504 046          | - 2 220 404          | - 2 524 500            | - 4450 202             |
| TOTAL WASTEWATER FUND                                   | 3,501,846            | 3,230,401            | 3,621,609              | 4,158,293              |
| WASTEWATER CAPITAL IMP. FUND                            | 262,435              | 2,086,494            | 2,417,068              | 3,246,043              |
| FUND BALANCE APPLIED TOTAL WASTEWATER CAPITAL IMP. FUND | 262,435              | 2,086,494            | 2,312,068<br>4,729,135 | 1,996,043<br>5,242,086 |
|   |                      |                      | 4,723,133              | 3,242,000              |
| POLICE TRUST FUND FUND BALANCE APPLIED                  | 263<br>-             | 374<br>-             | -<br>7,500             | -<br>7,500             |
| TOTAL POLICE TRUST FUND                                 | 263                  | 374                  | 7,500                  | 7,500                  |
| PARKS & RECREATION TRUST FUND                           | 195,866              | 164,540              | 1,130,650              | 40,000                 |
| FUND BALANCE APPLIED                                    | -                    |                      | _,                     | 1,097,653              |
| TOTAL PARKS & RECREATION TRUST FUND                     | 195,866              | 164,540              | 1,130,650              | 1,137,653              |
| DEVELOPMENT TRUST FUND                                  | 1,078,252            | -                    | 650,000                | 650,000                |
| Total Revenue   | 35,031,748           | 45,707,035           | 42,306,743             | 43,361,668             |
|   | 30,002,170           | ,. 0.,1000           | ,555,755               | .5,552,666             |

Publish: Idaho Mountain Express July 9, 2025 and July 16, 2025

Brent Davis

Director of Finance/City Treasurer

#### **ORDINANCE NO. 1265**

AN ORDINANCE OF THE CITY OF KETCHUM, IDAHO, ENTITLED THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, 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:

<u>SECTION 1</u>: That the sum of \$42,774,212 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, 2025.

<u>SECTION 2</u>: 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.

<u>SECTION 3:</u> 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 12,343,100

<u>SECTION 4</u>: That the appropriation for the Water and Wastewater Funds is made in the following amounts to each specific Fund, department, or function:

| Water Fund                          | 3,100,493  |
|-------------------------------------|------------|
| Water Capital Improvement Fund      | 700,000    |
| Wastewater Fund                     | 4,010,844  |
| Wastewater Capital Improvement Fund | 5,242,086  |
| Total Water and Wastewater Funds    | 13,053,423 |

<u>SECTION 5</u>: That the appropriation for all Other Funds is made in the following amounts to each specific Fund, department, or function:

| General Capital Improvement Fund | 4,298,600  |
|----------------------------------|------------|
| Wagon Days Fund                  | 220,900    |
| Original LOT Fund                | 3,670,000  |
| Additional 1%-LOT Fund           | 2,900,000  |
| GO Bond Debt Fire Fund           | 617,019    |
| Community Housing In-Lieu Fund   | 2,000,000  |
| Community Housing Fund           | 1,876,017  |
| Police Trust Fund                | 7,500      |
| Parks & Recreation Trust Fund    | 1,137,653  |
| Development Trust Fund           | 650,000    |
| Total Other Funds                | 17,377,689 |

<u>SECTION 6</u>: 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, 2025.

SECTION 7: All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

<u>SECTION 8</u>: 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 2nd day of September 2025.

| ATTEST:                 |                      |
|-------------------------|----------------------|
|                         |                      |
|                         | <del></del>          |
| TRENT DONAT, CITY CLERK | NEIL BRADSHAW, MAYOR |

**Publish: Idaho Mountain Express** 

September 10, 2025



# City of Ketchum

## **CITY COUNCIL MEETING AGENDA MEMO**

| Meeting Date: S  | September 2, 2025 Staff Member/Dept: Brent Davis – Director of Finance |  |  |
|--|--|--|--|
|  |  |  |  |
| Agenda Item: R   | Agenda Item: Resolution to reserve forgone amount                      |  |  |
|  |  |  |  |
| Recommended Motion:  |  |  |  |
| Motion to approve resolution 25-014 reserving the FY 2026 forgone amount.                                    |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
| Reasons for Recommendation:  |  |  |  |
| Per state code 63-802(1)(f) the city must provide notice and approve a resolution to ensure forgone property |  |  |  |
| tax amounts are reserved, allowing the potential to use the amount in the future. The resolution is not      |  |  |  |
| asking for the current or future use of the funds, it simply reserves them as required by state code.        |  |  |  |
|  |  |  |  |
|  |  |  |  |
| Co-tainahilitu luona   |  |  |  |
| Sustainability Impa  | 3CT:<br>   |  |  |
| No sustainability i  | mpact  |  |  |
|  |  |  |  |
| Financial Impact:  |  |  |  |
| No current financial impact  |  |  |  |
|  | ·  |  |  |
| Attachments:   |  |  |  |
| 1. Notice of Public Hearing  |  |  |  |
| 2 Resolution 25-014  |  |  |  |

# NOTICE OF PUBLIC HEARING RESOLUTION 25-014 RESERVING FY 2026 FORGONE BALANCE CITY OF KETCHUM, IDAHO

NOTICE IS HEREBY GIVEN that the Ketchum, Idaho City Council will meet on Tuesday, September 2, 2025, at 4:00pm. The meeting will take place at City Hall, 191 5th Street, Ketchum, Idaho, for the purpose of considering a resolution to reserve forgone property taxes for FY 2026 in accordance with Idaho code 63-802(1)(f). At which time any member of the public may appear and be heard on any part or parts of said resolution.

Publish: Idaho Mountain Express August 6, 2025 and August 13, 2025 Brent Davis
Director of Finance/City Treasurer

#### **RESOLUTION NUMBER 25-014**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO RESERVING THE FORGONE AMOUNT FOR FISCAL YEAR 2026 FOR POTENTIAL USE IN SUBSEQUENT YEARS AS DESCRIBED IN IDAHO CODE 63-802,

WHEREAS, Idaho code 50-235 empowers the City Council of each city to levy taxes for general revenue purposes;

WHEREAS, Idaho code 50-1002 requires the city council of each city in the State of Idaho to pass a budget, referred to as an annual appropriation ordinance;

WHEREAS, Idaho code 63-802 sets limitations on all taxing district budget requests on the amount of property tax revenues that can be used to fund programs and services;

WHEREAS, Idaho code 63-802(1)(a) allows each taxing entity to increase property tax budget amounts by a maximum of 3% plus an amount calculated based on the value of both new construction and annexation added during the previous calendar year, plus an amount for forgone taxes;

WHEREAS, Idaho code 63-802(1)(f) requires that the City adopt an annual resolution to reserve additional forgone amount in order to utilize that amount in subsequent years;

WHEREAS, the city has met the notice and hearing requirements in Idaho Code 63-802(1)(f) to reserve the current year's increase in the forgone amount;

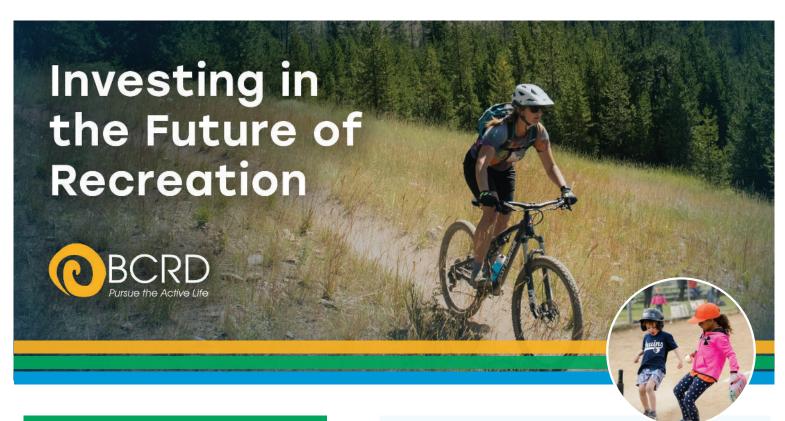
WHEREAS, the city has an accrued forgone reserve of \$0 and;

WHEREAS, the city intends to reserve \$192,829 of its current year increase in allowable forgone amount.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the City Council of Ketchum, Idaho that \$192,730 of the current year allowable increase in its forgone amount is reserved and included in the City total forgone balance for potential use in subsequent years.

PASSED BY CITY COUNCIL AND APPROVED BY THE MAYOR THIS 2<sup>ND</sup> DAY OF SEPTEMBER 2025.

| Attest:                 | City of Ketchum:     |  |
|-------------------------|----------------------|--|
|                         |                      |  |
|                         |                      |  |
|                         |                      |  |
| Trent Donat, City Clerk | Neil Bradshaw, Mayor |  |



# **Proposed BCRD Levy**

## What You Need to Know **Before You Vote**

For nearly 50 years, Blaine County Recreation District (BCRD) has provided recreation opportunities supporting the health and well-being of Blaine County residents. From trails to youth sports to community events and more, BCRD plays a vital role in keeping our community active and engaged.

Since the organization's founding in 1976, the county's population has tripled and demand for recreation has increased exponentially. But in those same 50 years, BCRD's funding model has not changed. And now, it's not keeping up.

## **Challenges Ahead**

With rising demands and increasing operational costs, BCRD's current funding model is no longer keeping pace. We need sustainable funding to ensure BCRD can provide community-wide recreation now and in the future.

## The Proposed Levy

BCRD has proposed a levy, which will be on the November 2025 ballot. If approved, the levy would provide sustainable funding to keep BCRD strong for generations to come.

# **A Community Investment**

If the levy passes, homeowners will pay an additional \$13 per \$100,000 of home valuation. For the median homeowner in Blaine County, it would cost about \$97 per year. That means you can provide recreation to the entire community for the whole year for less than a day pass to ski at Sun Valley.



# **Needs Now & In the Future**

## This investment will allow BCRD to:

- Maintain recreation amenities like trails, sports fields. and facilities.
- Keep up with growth as our population and costs for staff and equipment increases.
- Be prepared for curveballs like repairs or emergencies.
- Plan for the future with long-term improvements to meet community need.





**What Happens Without Additional Funding?** 

Without long-term, sustainable funding, BCRD faces budget shortfalls. If left unaddressed, BCRD will have to make tradeoffs-or even cut programs and resources that serve the community.

#### **Recreation is Critical**

Recreation isn't something that's nice to have, it's essential for the overall well-being of the community. BCRD team members know that every dollar invested in recreation benefits our neighbors and their families. Access to recreation is how Blaine County:

- Builds community
- Promotes healthy communities
- Achieves economic vitality in the region
- And maintains our quality of life in Blaine County

## Listening to the Community

The levy will provide stable funding to meet today's operational challenges and be ready for the future. If the levy is approved, BCRD will work with the community to establish priorities and ensure that funding is allocated based on needs and community input.



# **Learn More & Vote**

Blaine County residents will vote on the proposed levy during the election on November 4, 2025.

To learn more about the levy, visit BCRD.org/levy 104