



## Agenda

- ROLL CALL
- CALL TO ORDER: By Mayor Neil Bradshaw
- COMMUNICATIONS FROM MAYOR AND COUNCILORS
- COMMUNICATIONS FROM THE PUBLIC on matters not on the agenda (Comments will be kept to 3 minutes)
- CONSENT AGENDA: Note: **(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
  1. Approval of Minutes: Regular Meeting January 21, 2020
  2. Authorization and approval of the payroll register
  3. Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills in the total sum of \$346,470.45 as presented by the Treasurer
  4. Recommendation to reaffirm extension to Contract #20370 with GMD Development, extend lease option 20373 with KCDC for the City Hall site, and authorize reimbursement to KCDC for tax credit application expenses – Mayor Neil Bradshaw.
  5. Recommendation to approve Contract #20445 with Will Caldwell for the Summer Concert Series (Ketch'em Alive and Jazz in the Park – Assistant City Administrator Lisa Enourato
  6. Recommendation to approve road closures for special events – Special Event Manager Julian Tyo
  7. Recommendation to Approve Resolution 20-008 Declaring Certain Assets as Surplus - Director of Finance & Internal Services Grant Gager
- PUBLIC HEARINGS AND DISCUSSIONS (Public comment and input taken on the following items)
  8. ACTION ITEM: Recommendation to review and approve the Preliminary Plat and Planned Unit Development CUP Findings of Fact, Conclusions of Law, Order of Decision, for PEG Ketchum Hotel LLC, and recommendation to continue the development agreement portion of the public hearing until the Council's Regular Hearing of March 16, 2020--Planning and Building Director John Gaeddert
  9. ACTION ITEM: Recommendation to Hold a Public Hearing and Approve the Crossbuck Townhomes Lot 3B Final Plat – Director of Planning & Building John Gaeddert
  10. ACTION ITEM: Recommendation to approve Onyx at Leadville Phase 2 Final Plat – Director of Planning & Building John Gaeddert
  11. ACTION ITEM: Discussion and considerations of the options available to Ketchum on 5G – Mayor Neil Bradshaw
  12. ACTION ITEM: Recommendation to Approve 2020 City of Ketchum Sustainability Plan--Mayor Neil Bradshaw
- STAFF AND COUNCIL COMMUNICATIONS (council deliberation, public comment not taken)
  13. ACTION ITEM: Recommendation to Amend Contract 20440 with DPPM to include sustainability services--Mayor Neil Bradshaw
  14. ACTION ITEM: Recommendation to approve Contract #20444 and appropriation of funds from the Parks and Recreation Trust Fund – Assistant City Administrator Lisa Enourato.
- ADJOURNMENT
- EXECUTIVE SESSION
  15. Discussion pursuant to 74-206 1(c)

If you need special accommodations, please contact the City of Ketchum in advance of the meeting.

This agenda is subject to revisions and additions. Revised portions of the agenda are underlined in bold.

Public information on agenda items is available in the Clerk's Office located at 480 East Ave. N. in Ketchum or by calling 726-3841.

Your participation and input is greatly appreciated. We would like to make this as easy as possible and familiarize you with the process. If you plan to speak, please follow the protocol below.

- Please come to the podium to speak.
- Stand approximately 4-6 inches from the microphone for best results in recording your comments.
- Begin by stating your name.
- Please avoid answering questions from audience members. All questions should come from City officials.
- Public comments will be limited by a time determined by the Mayor.
- You may not give your time to another speaker.
- If you plan to show a slide presentation or video, please provide a copy to the City Clerk by 4:00 p.m. on the meeting date.

Please note that all people may speak at public hearings.

Public comment on other agenda items is at the discretion of the Mayor and City Council.

Public comments may also be sent via email to [participate@ketchumidaho.org](mailto:participate@ketchumidaho.org)

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Thank you for your participation.

We look forward to hearing from you



**CITY OF KETCHUM, IDAHO SPECIAL CITY COUNCIL MEETING**

**Tuesday, January 21, 2020, 4:00 PM.**

**480 East Avenue, North, Ketchum, Idaho**

AGENDA

- **CALL TO ORDER:** By Mayor Neil Bradshaw  
Mayor Neil Bradshaw called the meeting to order at 4:00 p.m.
  
- **ROLL CALL**  
PRESENT  
Mayor Neil Bradshaw  
Council President Amanda Breen  
Councilor Michael David  
Councilor Courtney Hamilton  
Councilor Jim Slanetz
  
- **COMMUNICATIONS FROM MAYOR AND COUNCILORS**  
Jim Slanetz questioned if 5g will be on the agenda. Mayor explained that this will be scheduled for the first meeting in February.  
  
Mayor Bradshaw advised that the RFP is out to find a general contractor of the fire station.
  
- **COMMUNICATIONS FROM THE PUBLIC** on matters not on the agenda  
  
Jima Rice, Blaine County Resident advised there were 2 irregularities in the December 9, 2019, City Council Hearing regarding Mr. Barriteau's development breach. She advised that when the meeting opened the Mayor advised that Mr. Barriteau had cured his breach and then opened the meeting to public comment. She questioned why bother to have a public hearing if a decision had already been made. She went onto to talk about the Deed of Trust having only one signature and none of the other documents that were required to prove he'd secured his financing were provided. The deed of trust was necessary but not enough. Jim Slanetz was the only one who noticed. The project should not have been approved.  
  
Mayor Neil Bradshaw closed public comment.
  
- **CONSENT AGENDA:** Note: **(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  
  
Mayor Neil Bradshaw welcomed Barrio 75 to the City
  1. Approval of Minutes: Regular Meeting January 6, 2020
  2. Authorization and approval of the payroll register.
  3. Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills in the total sum of \$385,410.52 as presented by the Treasurer.
  4. Monthly Financial State of the City – Director of Finance & Internal Services Grant Gager
  5. Motion to approve Alcohol Licenses for Barrio 75 and Hotel Ketchum.

**Motion to approve the consent agenda**

***Motion made by Councilor Hamilton, Seconded by Council President Breen.***

***Voting Yea: Council President Breen, Councilor David, Councilor Hamilton and Councilor Slanetz***

- PUBLIC HEARINGS AND DISCUSSIONS (Public comment and input taken on the following items)

6. **ACTION ITEM:** The PEG Ketchum Hotel LLC proposed Ketchum Boutique Hotel at 260 & 280 River Street and 251 S. Main Street applications for Planned Unit Development, Conditional Use Permit, and Development Agreement hearings – Director of Planning & Building John Gaeddert

Mayor Neil Bradshaw introduced the Hotel and advised the public how tonight's public hearing will work. Mayor Bradshaw advised that we set this date for public to comment and review the requested changes. The updated presentation for the public and the Council was delivered to the city 2 days before the packet and he was hoping for 2 weeks. He requested the PEG hotel to do more outreach with the public.

Nick Blayden advised that this is the 3rd time they are presenting before council and apologized for their presentation not being available sooner.

Justin Heppler, Architect, in charge of project, addressed the 4 waivers that are being requested.

#1 – Minimum Lot Size for PUD. He believes the Council understands that without a waiver to the LOT Size, a hotel could not be built on the proposed property.

#2 – Floor Area Ratio – They have maintained the employee housing component. He showed the first drawing of massing saying the site FAR was 1.9 and showed today's drawing, explaining it is now at 1.57. Council was asking for 1.6 at a maximum. He showed a power point outlining all the changes and how they were able to make that happen.

#3 – Average Setbacks – They are asking for waivers on 3 sides. They are still looking at the zoning code. He talked in detail on each of the 3 sides.

#4 – Height/Contextual Elevations - He showed the elevations of the building and advised that the proposed Marriott is 27' lower than the Barriteau project and 25' feet lower than the Limelight hotel. He talked about the Right of Way Waivers and outlined the curb lines.

Mayor Neil Bradshaw clarified that the encroachment, of the Barriteau/Harriman Project, has not been approved at this time and pointed out that we cannot give variances on ITD land. Justin Heppler talked about the conversations they've had with ITD and advised that they are making some headway. Mayor Neil Bradshaw talked about the coordination that has to continue with with ITD and others. Justin Heppler talked about the sustainable facets they are incorporating and addressed the building envelope and the Ketchum Code. Mayor Neil Bradshaw talked about the letter received from KSAC regarding sustainability. Justin Heppler briefly went over the floor plan and showed different views and went on to talk about the Employee Housing Component. He thanked council for the opportunity to present and asked for questions.

Mayor Neil Bradshaw turned the meeting over to City Attorney Bill Gigray who addressed the letters that have been sent in and talked about standards and variances. He explained that the Planned Unit Development Ordinance stands on its own and the council's deliberation should be based on the Planned Unit Development Ordinance. Bill Gigray advised that the decision by the Idaho Supreme Court outlines what our council can do. It is very important that the Council listens to the facts presented in this case and they follow the PUD Ordinance. He outlined the kinds of conditions that can be granted under the PUD. Attorney Bill Gigray referenced the code and what the council should be looking at and following in the approval process. Variances are only granted for hardship.

Mayor Neil Bradshaw asked Associate Planner Abby Rivin to talk about waivers and how the FAR is calculated as well as setbacks and height waivers. Abby Rivin explained max height and what code allows. She outlined the maximum building height and outlined how these are calculated. Mayor Bradshaw asked Abby Rivin how high the hotel could be on River St. without asking for a waiver. Abby Rivin explained that with no waivers, the building could only be 2' high.

Mayor advised the public of the following:

"I think my role as mayor is to encourage investment that is consistent with our comprehensive plan, preserves the soul and character of our town and aligns with our values as community. It is clearly articulated in both the City's 2014 Comprehensive Plan and the 2007 Gateway Study that hotels located at the four corners around Main and River would be welcome additions to our City. These plans were generated with substantial community input.

That is why in late 2018 I wrote a letter to PEG that encouraged them to go through the application process to bring a hotel to town.

In that letter I said the following:

*Hotels are important to the vibrancy and economic prosperity of our community.  
Your project is a good fit for Ketchum and I applaud you for including workforce housing.  
We welcome this new project. We will endeavor to make this project a success. City staff will work closely with your team to facilitate the city planning and zoning approval process.  
I'm excited about the project and thank you for supporting our community. I look forward to working with you.*

I give similar encouragement to other projects that are aligned with our comprehensive plan and community vision.

Each project has to go through a rigorous approval process in front of both the P&Z commission and ultimately the City Council. They are the final judge in determining whether a project aligns with our goals as a community and preserves the unique character of our town.

Nothing is predetermined, everything has to go through due process and consideration with community input. Council is the final decision maker.

Once a developer makes a formal application, there is no further contact by me (or the council) with the applicant. I only see their formal submission when it comes into the public domain. The formal submission may be close to my expectation or something quite different. It may offer additional benefits or have detrimental characteristics. I won't know this until I see the formal application and we go through the public process.

It is important to state this because while I encourage investment that aligns with our community vision, I don't make any judgement on the project until I see it is presented to me in its entirety. Furthermore, my judgement does not matter unless there is a tie vote amongst the council.

My role as Mayor is to run a great process. One that is rigorous, transparent and informative such that the council can balance all considerations in order to make a decision that, in their judgement, is in the best interest of our community.

I feel the concept of a hotel in this corner of town is broadly supported - many say that they support the hotel, they just don't support the extent of the waivers. Council's job is to grant the level of waivers that balances the interests of the community and is in the best interest of our town.

Ben Worst, Attorney, representing 220 East LLC, neighbor adjacent to the West of the project, proclaimed that the waivers are huge. He talked about the requested waivers saying that Ketchum has never had average setbacks stating it is not in Ketchum Code and practice. He talked about the formulas used to determine the setbacks stating that the point at which it matters to his client is 11' 8" from this project to his client's property line. He is asking for Council to increase that distance as much as possible and hopefully up to 24'. He also addressed the variances explained by City Attorney Bill Gigray and talked about this not being in the Variance Ordinance. He agrees this is in the PUD Ordinance. He questioned what the undue hardship is for the developer. He referenced the PUD Ordinance stating it needs to set conditions. He advised they need to meet the standard by reducing the height, increase the setback and primarily meet the City's standards and compatibility with the neighbors

Scott Hanson, homeowner at Trail Creek Crossing advised that he believes the city misinterpreted the code. He advised the developer was aware of the code and knew of the code prior to the purchase of the land. He quoted code and stated that the proposed waivers are detrimental to the public health & Safety and talked about the signed petitions and opposed letters. He referenced the traffic study and talked about the traffic problems he sees resulting from the proposed project. He talked about the decrease in value of property around the project saying it will only increase the value of the proposed project. He advised Council that the property owners have hired attorneys to represent their interests and they will fight for their rights. He went onto talk about this project being in the Tourist Zone saying the project as proposed is inconsistent with the neighborhood. Granting this waiver constitutes Spot Zoning and will occur without proper rezoning process. He requested council to turn down the waivers.

Jima Rice thanked Mayor Bradshaw for addressing his communications with PEG. She referenced the Mayor and the head of P & Z's communication with PEG for 7 months. to provide guidance to the design of the hotel and said that they just learned that the Mayor and the head of P & Z has solicited the hotel and those communications were not given to the council or the P & Z Commissioners. She talked about open meeting law and what that means. She advised that the public had not heard about this project until April of 2019. She referenced the Mayor's letter of support and talked about the emails on the record and referenced secret decisions and zoning waivers. She suggested the city deny waivers that were defacto approved. If the hotel cannot meet those standards, they must withdraw their application.

Dick Clotfelter, 151 S Main St. in Ketchum requested zoning be protected and asked the council to reject the application before them. He referenced the Tourist Zoning and suggested new plans be brought back to P & Z. He advised he does not reject a hotel at this site but requested Mayor and Council keep with the zoning code. This project is not in the public trust.

John Sahlburg, owns home at Trail Creek crossing said that the height waivers are monumental and that this process is frustrating for the public. This project will forever change Ketchum. The process does not work. He referenced a past comment from a Councilor who said they do not see how we cannot grant this project. about having to grant a height waiver. He talked about how is could not be detrimental to the public and about the letter and petitions that are out there. There is nothing being proposed that is for the public welfare. Property owners on 3 of the 4 sides say this is detrimental to the surrounding area. He requested the council reject this project.

Sharon Patterson Grant, representing the KSAC, talked about the groups support (minus, Council member Courtney Hamilton and City Employee Katrin Sharp) of the sustainability measures PEG has already incorporated and said they are doing a very good job of reflecting KSAC's goals. The only recommendation she has is looking at some levels of 3<sup>rd</sup> party certification to guarantee energy efficiency such as Leed Certification and advised they are embarking on a Green House Inventory in Blaine County. All jurisdictions are participating, including Ketchum. Sharon Grant advised she is only speaking for water/waste and energy reduction.

Public comment closed at 5:07 p.m.

Mayor Neil Bradshaw asked for a couple of legal clarifications of hardship and detriment to the public. He talked about the massing study that was done in 2007 saying it is appropriate to have a hotel there. Attorney Bill Gigray clarified that Council makes that decision and what meets standard is a finding of fact and the City is the fact finder. Bill Gigray talked about the hardship and said it is a judgement call. The council, as individuals, need to be good fact finders. He advised that the definition of detrimental is a conclusion not a fact. You need to take it all within context. Bill Gigray advised that the code does provide for waivers.

Council President Amanda Breen asked Attorney Bill Gigray about emails and prior communications. Bill Gigray advised it may create, but not open meeting law concerns. He referenced prior meetings before submittal and explained the Mayor's duties. He does not see it as an open meeting law issue. Mayor Neil Bradshaw explained his stand on the concept and advised there has been no contact with the applicant since that time.

Councilor Michael David talked about undue hardship. Attorney Bill Gigray advised that the PUD Ordinance trumps the other ordinances.

Councilor Courtney Hamilton addressed the fact that the public is upset about the concept of waivers. She clarified what concept they are looking at.

Councilor Jim Slanetz feels his job is to represent the constituents. He thinks it's a good project and it's palatable for most people in this town, however, the neighbors are suffering the most. He talked about the zoning laws protecting people. Legally he thinks we are ok; however, he questions what is best for the town? He advised that personally he does not have a horse in this race, but he does care about the general public. He talked about people who signed the petition and people not understanding what they were signing. Jim Slanetz stated that it's a tough property to develop.

Councilor Courtney Hamilton agrees with Jim Slanetz and doesn't know how to weight the context. She stated that there are benefits to having more hotel rooms, as well as there are economic benefits. Developing a lot that may not be developed in the future is a positive, however, she sees the impacts on the neighbors. There are economic issues in town, and she does not know if this will help them or not. This would be a vibrant place, but are we giving up some level of character in our community. Council President Amanda Breen agrees and talked about the community and economic benefits. The question is the detrimental component. She sympathizes with the neighbors. She advised that we don't have any data to determine if this will be detrimental or a benefit to the community.

Councilor Michael David talked about the Marriott Rewards Benefit and the funding that will come from that. He also talked about Jim Slanetz comment about representing the constituents. He referenced the rest of the community that are not neighbors, that have not spoken. He talked about businesses struggling who are in support of the project that have opinions that have not been voiced. He also talked about the positives and negatives he has heard from the community.

Mayor Neil Bradshaw advised council to trust their gut and think about the future and think about what they want to see there in 10 or 20 years. Council President Amanda Breen appreciates that and really thinks about the soul of Ketchum. She does not want to see status quo. Change brings issues to communities. Cities that aren't changing are the cities that are falling behind.

Attorney Bill Gigray advised that the Council depend on the record before them. Not the record that may be out there. He urges council to follow the standards of the PUD Ordinance and he referenced the code. Bill Gigray advised that if council needs time to review standards, they should continue the deliberations to a future date. Mayor Bradshaw advised that they could take all the time they need stating there is no rush or pressure to make good decisions.

Nick Blayden, Applicant, advised this is not the last stopping spot. They still must go back to P & Z. He talked about team and wanting Council to be part of the team. Mayor Neil Bradshaw clarified the process going forward. Director of Planning & Building John Gaeddert clarified that the P & Z needs a general blessing from the council with a 3D design of the building. He advised that Council will want to be sure it's not detrimental. Make sure you go thru all appropriate issues.

Councilor Michael David clarified that he has not had any exparte' communication but does have a lot of conversations about the economic conditions of the community. Council President Amanda Breen clarified what the question is before them. She questioned if they are ready to decide on this or not. Councilor Courtney Hamilton addressed the FAR and the height waiver and stated that the only waiver she is not comfortable with is the side setback to the neighbors. She questioned if they should ask the applicant to look at that again. Amanda Breen asked Director of Planning & Building, John Gaeddert, about zones in the community core. John Gaeddert explained the average set back.

Mayor Neil Bradshaw asked if the council is in favor of a hotel in that area. Councilor Jim Slanetz and Councilor President Amanda Breen voiced support. Jim Slanetz referenced the Gateway study of 2007. Councilor Courtney Hamilton believes there is support in the community. If there is not support of waivers at this location, what are we going to get? She stated what could go there may be something that has no public benefit.

Mayor Neil Bradshaw asked Council how they want to move forward. The Council had a discussion on perceived benefits and perceived detriments. Councilor Jim Slanetz would rather see the developer put more LED into the plan rather than asking for more pros and cons. He thinks juggling it any further would be a waste of time. Council President Amanda Breen agrees. Mayor Neil Bradshaw does not want council to feel rushed.

Jima Rice advised this is a big decision and big decisions take time. She thinks it would be a good idea to weigh out pros and cons further. She referenced the Gateway plan and encouraged the council go back and do their homework. Councilor Amanda Breen pointed out that traffic was discussed at past meetings.

Dick Clofelter advised he has been involved in several PUD's. The Council could enumerate several things that they would like to see in the PUD.

Mayor Bradshaw and the Council discussed making further changes. Attorney Bill Gigray brought Council back to the standard in their ordinance and suggested prescribing conditions that fit the land use policy of the city. Bill Gigray advised that conditions should be added now, and they need to address the adverse impact. There was a discussion among Council and the architect on the setbacks. The Council is comfortable with the Main St. and River St. sides.

Mayor Neil Bradshaw asked Attorney Bill Gigray if he was comfortable with the process. He advised they need to start with the findings and make a motion with changes incorporated.

**Motion #1 to approve the Planned Unit Development Conditional Use Permit and CUP for the PEG Ketchum Hotel with the condition in section 2.2.11 that the west set back not be less than 16' and an update to section 4.5.2 that the building be Lead Silver Certified and to direct the City Engineer, consistent with condition 4.2.4 of Attachment E.4.A, to work with the Applicant to complete the State Highway 75 (SH75) Encroachment Permit with the Idaho Transportation Department (ITD) that excludes (other than emergency Access) and direct approach into the project; and Direct the City Attorney and Planning Staff to Prepare Findings of Fact, Conclusions of Law, Order of Decision of the City Council for the City Council's consideration, approval and adoption at the continuance of this hearing.**

***Motion made by Councilor Hamilton, Seconded by Council President Breen.  
Voting Yea: Council President Breen, Councilor David, Councilor Hamilton  
Voting Nay: Councilor Slanetz***



**Motion No #2 approval of the Preliminary Plat for the PEG Ketchum Hotel with conditions as set forth in Attachment E.2.A.**

***Motion made by Council President Breen, Seconded by Councilor Hamilton.***

***Voting Yea: Council President Breen, Councilor David, Councilor Hamilton, Councilor Slanetz***

Attorney Bill Gigray explained the process.

**Motion No. #3 to continue the public hearings to the Ketchum City Council to be held on February 3, 2020 at 4:00 pm as follows:**

- **Regarding the development agreement, to receive applicant reports, staff reports and public testimony for City Council consideration and action; and**
- **Regarding the application for Planned Unit Development Use Permit and CUP in order, to receive the city attorney's and planning staffs prepared Findings of Fact, Conclusions of Law, Order of Decision as directed in Motion No. 1 for City Council consideration, approval and adoption and final action.**

***Motion made by Council President Breen, Seconded by Councilor David.***

***Voting Yea: Council President Breen, Councilor David, Councilor Hamilton, Councilor Slanetz***

Mayor Neil Bradshaw called a 2 minutes break at 6:40 p.m.

Mayor Neil Bradshaw called the meeting back to order at 6:42 p.m.

- **STAFF AND COUNCIL COMMUNICATIONS (council deliberation, public comment not taken)**
  7. **Recommendation to extend lease with KCDC for City Hall site, provide funding for KCDC for submitting tax credit application and extend contract with GMD Development**

Mayor Neil Bradshaw gave the background and clarified that we did not get the tax credit that was applied for in the past. Mayor Bradshaw advised that his ask from the council is to extend the contract with KCDC and GMD Development and would like to put another proposal in for approval. He advised Council that Charles Friedman is here to answer questions. Council President Amanda Breen clarified that tax credits would be for August of 2020.

Charles Friedman KCDC talked about this area being considered a DDA. He wanted to separate the ask. Councilor Courtney Hamilton clarified that we are giving GMD the opportunity to apply. Mayor advised that next month he will give an update to council. Charles advised this is a 9% application. Mayor Neil Bradshaw suggested a parallel track for KCDC and GMD. City Administrator Suzanne Frick explained the history of the previous lease and the way in which the motion was made. She advised the impacts of the approval of this motion. Councilor Jim Slanetz talked about his hesitation. Council President Amanda Breen advised that if this one is not approved, we may want to think twice prior to applying again. Mayor Bradshaw explained the past and how the tax credits worked. Charles Friedman talked about the past and how he sees the project moving forward. Mayor Neil Bradshaw asked Council how they would like to proceed? Courtney Hamilton talked about this being our only option for a location for affordable housing.

**Motion to extend Contract 20370 with GMD Development until February 2021.**

***Motion made by Councilor Hamilton, Seconded by Councilor David.***

***Voting Yea: Council President Breen, Councilor David, Councilor Hamilton, Councilor Slanetz***

Mayor Neil Bradshaw will keep the Council updated

**Motion to extend Option to Lease Agreement 20373 between Ketchum Community Development Corporation (KCDC) and the City of Ketchum until February 2021**

***Motion made by Council President Breen, Seconded by Councilor Hamilton.***

***Voting Yea: Council President Breen, Councilor David, Councilor Hamilton, Councilor Slanetz***

**Motion to authorize use of Housing In-Lieu Funds in the amount of \$32,639.47 to reimburse KCDC for the 2019 tax credit application expenses.**

***Motion made by Council President Breen, Seconded by Councilor Hamilton.***

***Voting Yea: Council President Breen, Councilor David, Councilor Hamilton, Councilor Slanetz***

**Motion to authorize use of Housing In-Lieu Funds to pay the City's 2020 application not to exceed \$35,000 as well as the permit and impact development fees for the deed restricted housing units.**

***Motion made by Councilor Slanetz, Seconded by Council President Breen.***

***Voting Yea: Council President Breen, Councilor David, Councilor Hamilton, Councilor Slanetz***

**ADJOURNMENT**

**Motion to adjourn at 7:15 p.m.**

***Motion made by Councilor David, Seconded by Council President Breen. Voting Yea: Councilor David, Council President Breen, Councilor Hamilton, Councilor Slanetz***

\_\_\_\_\_  
Neil Bradshaw, Mayor

\_\_\_\_\_  
Robin Crotty, City Clerk

## Report Criteria:

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

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>GENERAL FUND</b>			
<b>01-3700-3600 REFUNDS &amp; REIMBURSEMENTS</b>			
SUN VALLEY OPERA	011520	Refund Street Banner	175.00
Total :			175.00
<b>LEGISLATIVE &amp; EXECUTIVE</b>			
<b>01-4110-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
STARLEY-LEAVITT INS. AGENCY	623824	623824 012320	45.00
Total LEGISLATIVE & EXECUTIVE:			45.00
<b>ADMINISTRATIVE SERVICES</b>			
<b>01-4150-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
STARLEY-LEAVITT INS. AGENCY	623824	623824 012320	63.00
<b>01-4150-3100 OFFICE SUPPLIES &amp; POSTAGE</b>			
COPY & PRINT, L.L.C.	CN-00012	Returned Stapler	31.50-
COPY & PRINT, L.L.C.	OUT-793	Office Supplies	231.39
COPY & PRINT, L.L.C.	OUT-823	Supplies	24.49
GEM STATE PAPER & SUPPLY	1018183	Paper Supplies	222.56
TREASURE VALLEY COFFEE INC	2160 06522014	Spring Water	31.80
<b>01-4150-4200 PROFESSIONAL SERVICES</b>			
SENTINEL FIRE & SECURITY, IN	50555	2347 - Atkinsons Park	85.00
<b>01-4150-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
CENTURY LINK	2087264135 01	2087264135 011320	966.47
CENTURY LINK	2087265574 01	2087265574 011320	51.66
SYRINGA NETWORKS, LLC	20JAN0397	20JAN0397	3,000.00
VERIZON WIRELESS	365459737 011	365459737 011320	42.88
VERIZON WIRELESS	965494438 011	965494438 011020	47.88
VERIZON WIRELESS	965494438 011	965494438 011020	42.88
<b>01-4150-5150 COMMUNICATIONS</b>			
SUN DOG MEDIA INC.	82	Display Ad	270.00
<b>01-4150-5200 UTILITIES</b>			
IDAHO POWER	2200749261 01	2200749261 012320	1,745.25
Total ADMINISTRATIVE SERVICES:			6,793.76
<b>LEGAL</b>			
<b>01-4160-4270 CITY PROSECUTOR</b>			
ALLINGTON, ESQ., FREDERICK	120259	Monthly Prosecutor Payment	3,769.92

Vendor Name	Invoice Number	Description	Net Invoice Amount
Total LEGAL:			3,769.92
<b>PLANNING &amp; BUILDING</b>			
<b>01-4170-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
STARLEY-LEAVITT INS. AGENCY	623824	623824 012320	36.00
<b>01-4170-4500 GEOGRAPHIC INFO SYSTEMS</b>			
BLAINE COUNTY (GIS)	362	GIS Salary & Benefit Reimbursement	5,771.03
Total PLANNING & BUILDING:			5,807.03
<b>NON-DEPARTMENTAL</b>			
<b>01-4193-9930 GENERAL FUND OP. CONTINGENCY</b>			
KETCHUM RURAL FIRE DISTRIC	2020-001	SCBA Masks	13,425.00
KETCHUM RURAL FIRE DISTRIC	2020-001	BK Radios	9,634.95
Total NON-DEPARTMENTAL:			23,059.95
<b>FACILITY MAINTENANCE</b>			
<b>01-4194-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
STARLEY-LEAVITT INS. AGENCY	623824	623824 012320	27.00
<b>01-4194-3200 OPERATING SUPPLIES</b>			
A.C. HOUSTON LUMBER CO.	2001-594415	Towels	14.69
<b>01-4194-3500 MOTOR FUELS &amp; LUBRICANTS</b>			
UNITED OIL	930436	38950 011520	628.08
<b>01-4194-5200 UTILITIES</b>			
CLEAR CREEK DISPOSAL	0001290866	56339 012220	202.50
IDAHO POWER	2201272487 01	2201272487 012120	152.31
IDAHO POWER	2203538992 01	2203538992 012120	88.06
<b>01-4194-5300 CUSTODIAL &amp; CLEANING SERVICES</b>			
WESTERN BUILIDNG MAINTEN	0123403-IN	Monthly Janitorial Services	4,798.12
<b>01-4194-6000 REPAIR &amp; MAINT-AUTOMOTIVE EQUI</b>			
RIVER RUN AUTO PARTS	6538-149915	Wiper Blade	29.90
<b>01-4194-6950 MAINTENANCE</b>			
A.C. HOUSTON LUMBER CO.	2001-598138	Supplies	18.48
CHATEAU DRUG CENTER	2177392	Gloves	9.49
CHATEAU DRUG CENTER	2179178	Supplies	41.73
CHATEAU DRUG CENTER	2179760	Air Can	7.59
CHATEAU DRUG CENTER	2180214	Door Stops	2.84
Total FACILITY MAINTENANCE:			6,020.79
<b>POLICE</b>			
<b>01-4210-3200 OPERATING SUPPLIES</b>			
UNITED OIL	930448	39060 011520	95.61

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>01-4210-3620 PARKING OPS EQUIPMENT FEES</b>			
VERIZON WIRELESS	965494438 011	965494438 011020	42.88
VERIZON WIRELESS	965494438 011	965494438 011020	42.88
<b>01-4210-4250 PROF.SERVICES-BCSO CONTRACT</b>			
BLAINE COUNTY CLERK/RECOR	201025	BCSO Law Enforcement Services	125,296.67
Total POLICE:			125,478.04
<b>FIRE &amp; RESCUE</b>			
<b>01-4230-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
STARLEY-LEAVITT INS. AGENCY	623824	623824 012320	117.00
<b>01-4230-3200 OPERATING SUPPLIES FIRE</b>			
ATCO INTERNATIONAL	I0543458	Delivery	90.00
ATKINSONS' MARKET	05265838	Coffee	27.54
CHATEAU DRUG CENTER	2182115	Roughneck Carrying Purse and Latch Box	38.91
<b>01-4230-3210 OPERATING SUPPLIES EMS</b>			
ATCO INTERNATIONAL	I0543458	Delivery	90.00
ATKINSONS' MARKET	05265838	Coffee	27.54
PRAXAIR DISTRIBUTION INC.	94377391	Cylinder Rental	51.75
HENRY SCHEIN	72664415	Medical Supplies	536.08
HENRY SCHEIN	72669079	Medical Supplies	4.10
HENRY SCHEIN	72689280	Medical Supplies	109.62
HENRY SCHEIN	72993381	Defib Pads	99.06
<b>01-4230-3500 MOTOR FUELS &amp; LUBRICANTS FIRE</b>			
UNITED OIL	930305	37267 011520	236.21
<b>01-4230-3510 MOTOR FUELS &amp; LUBRICANTS EMS</b>			
UNITED OIL	930305	37267 011520	170.72
<b>01-4230-4220 PROFESSIONAL SRVS FIRE CHIEF</b>			
ALLSTAR PROPERTY MANAGEM	012820	Last Payment Housing Fire Chief	1,700.00
<b>01-4230-4910 TRAINING EMS</b>			
ATKINSONS' MARKET	06393322	Turkey for EMS Drill	2.27
<b>01-4230-4920 TRAINING-FACILITY</b>			
A.C. HOUSTON LUMBER CO.	2001-598351	Ice Melt	8.99
CLEAR CREEK DISPOSAL	0001294535	1848 012720	57.46
<b>01-4230-5100 TELEPHONE &amp; COMMUNICATION FIRE</b>			
BLAINE COUNTY EMERGENCY	KFD2020	Radios	720.00
INTERSTATE BATTERY CENTER	26671033	Pager Batteries	22.00
VERIZON WIRELESS	765494480 011	765494480 011320	220.15
COX WIRELESS	027222301 012	027222301 012020	59.72
TBS ELECTRONICS INC.	00103266	Minitor Programming Cradle	51.00
<b>01-4230-5110 TELEPHONE &amp; COMMUNICATION EMS</b>			
BLAINE COUNTY EMERGENCY	KFD2020	Radios	720.00
INTERSTATE BATTERY CENTER	26671033	Pager Batteries	21.99
COX WIRELESS	027222301 012	027222301 012020	59.71
TBS ELECTRONICS INC.	00103266	Minitor Programming Cradle	51.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>01-4230-6000 REPAIR &amp; MAINT-AUTO EQUIP FIRE</b>			
ALSCO - AMERICAN LINEN DIVI	LBOI1772459	5109 012020	29.75
CHATEAU DRUG CENTER	2177616	Comp Cera Heater	28.49
CHATEAU DRUG CENTER	2179255	Grommet Refill	5.69
Total FIRE & RESCUE:			5,356.75
<b>STREET</b>			
<b>01-4310-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
STARLEY-LEAVITT INS. AGENCY	623824	623824 012320	81.00
<b>01-4310-3200 OPERATING SUPPLIES</b>			
A.C. HOUSTON LUMBER CO.	2001-594682	Chrome Hinge	53.95
CHATEAU DRUG CENTER	2177222	Cleaning Supplies	51.23
D & B SUPPLY INC.	93364	Boots for Ramsy Hoehn	150.00
GEM STATE PAPER & SUPPLY	1017576	Paper Supplies	82.90
SUMMIT SAFETY LLC	249478B	Uniforms - Ron	887.97
<b>01-4310-3400 MINOR EQUIPMENT</b>			
FASTENAL COMPANY	IDJER87961	Glasses Cleaner	28.26
FASTENAL COMPANY	IDJER88200	Safety Glasses	39.36
<b>01-4310-3500 MOTOR FUELS &amp; LUBRICANTS</b>			
UNITED OIL	930307	37269 011520	6,544.19
<b>01-4310-4200 PROFESSIONAL SERVICES</b>			
JOE'S BACKHOE SERVICES, INC.	236757	Dumptruck Snow Removal	6,660.00
LUNCEFORD EXCAVATION, INC.	10798	Snow Hauling	3,480.00
RICK'S EXCAVATION, INC.	558	Snow Hauling	3,040.00
<b>01-4310-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
VERIZON WIRELESS	365459737 011	365459737 011320	88.76
<b>01-4310-5200 UTILITIES</b>			
IDAHO POWER	2204882910 01	2204882910 011320	667.99
<b>01-4310-6000 REPAIR &amp; MAINT--AUTOMOTIVE EQU</b>			
LES SCHWAB	11700609160	Durango Tire	56.15
<b>01-4310-6100 REPAIR &amp; MAINT--MACHINERY &amp; EQ</b>			
A.C. HOUSTON LUMBER CO.	2001-598070	Chain for Hot Patcher	22.68
BOISE RIGGING SUPPLY	T076721	Frieght	103.14
KODIAK AMERICA LLC	004395	Sheer Bolts	128.90
NAPA AUTO PARTS	001256	Hose End	92.90
NAPA AUTO PARTS	001323	Plow Truck Part	20.72
NAPA AUTO PARTS	001333	Antenna	18.29
NAPA AUTO PARTS	002164	Electrical Connector	16.99
NAPA AUTO PARTS	002339	Plow Truck Part	24.84
PIPECO, INC.	S3608443.001	Brass Balls and Nipples	28.36
RIVER RUN AUTO PARTS	6538-150182	Car Wash Soap	8.95
WHITE CLOUD COMMUNICATIO	96034	Radio Antennas	64.00
<b>01-4310-6910 OTHER PURCHASED SERVICES</b>			
ALSCO - AMERICAN LINEN DIVI	LBOI1772050	5831 011720	48.11
ALSCO - AMERICAN LINEN DIVI	LBOI1774017	5831 012420	48.11
MOUNTAIN FIRE SPRINKLER	1619	Supplies	10.00
TREASURE VALLEY COFFEE INC	2160 06057967	COFFEE	83.70

Vendor Name	Invoice Number	Description	Net Invoice Amount
TREASURE VALLEY COFFEE INC	2160 06540641	COFFEE/Creamer	167.74
<b>01-4310-6920 SIGNS &amp; SIGNALIZATION</b>			
ECONO SIGNS LLC	10-957813	Signs	360.56
<b>01-4310-6930 STREET LIGHTING</b>			
IDAHO POWER	2201013857 01	2201013857 012120	13.24
IDAHO POWER	2203855230 01	2203855230 012120	101.95
IDAHO POWER	2204535385 01	2204535385 012120	91.70
IDAHO POWER	2204882910 01	2204882910 011320	657.84
IDAHO POWER	2206773224 01	2206773224 012120	5.29
Total STREET:			24,029.77
<b>RECREATION</b>			
<b>01-4510-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
STARLEY-LEAVITT INS. AGENCY	623824	623824 012320	36.00
<b>01-4510-3200 OPERATING SUPPLIES</b>			
A.C. HOUSTON LUMBER CO.	2001-595765	Ice Melt, Saw Blade, Screws	105.07
<b>01-4510-3250 RECREATION SUPPLIES</b>			
ATKINSONS' MARKET	04878572	Supplies	139.04
CHATEAU DRUG CENTER	2173433	Tea and Balloons	10.43
CHATEAU DRUG CENTER	2174548	Tape	4.74
<b>01-4510-3500 MOTOR FUELS &amp; LUBRICANTS</b>			
LUTZ RENTALS	103497-1	Propane	27.44
LUTZ RENTALS	103566-1	Propane	37.06
LUTZ RENTALS	103639-1	Propane	13.83
LUTZ RENTALS	103701-1	Propane	27.82
UNITED OIL	930306	37268 011520	109.02
<b>01-4510-4200 PROFESSIONAL SERVICE</b>			
CLEAR CREEK LAND CO. LLC	000024328	180 020120	90.00
<b>01-4510-5200 UTILITIES</b>			
IDAHO POWER	2206452274 01	2206452274 012120	342.05
Total RECREATION:			942.50
Total GENERAL FUND:			201,478.51
<b>GENERAL CAPITAL IMPROVEMENT FD</b>			
<b>GENERAL CIP EXPENDITURES</b>			
<b>03-4193-4250 ENERGY WORK PROGRAM</b>			
C & R ELECTRIC, INC.	6167	J Box Wiring	223.79
C & R ELECTRIC, INC.	7553	Power To AC Unit	305.99
SPROUT ENERGY	1118	Materials on Lighting Retrofit	4,953.27
<b>03-4193-7193 WARM SPRINGS ROAD</b>			
ARBOR FARMS LLC	937696	Planted Spruce Tree for Kathleen Hughes	3,600.00
<b>03-4193-7400 COMPUTER/COPIER LEASING</b>			
DELL FINANCIAL SERVICES	80271648	Management Fee	11.30
DELL FINANCIAL SERVICES	80284795	contract for computers	750.05

Vendor Name	Invoice Number	Description	Net Invoice Amount
Total GENERAL CIP EXPENDITURES:			9,844.40
Total GENERAL CAPITAL IMPROVEMENT FD:			9,844.40
<b>ORIGINAL LOT FUND</b>			
<b>ORIGINAL LOT TAX</b>			
<b>22-4910-6040 SUN VALLEY MARKETING ALLIANCE</b>			
VISIT SUN VALLEY	54	Monthly Payment per contract	33,333.33
<b>22-4910-6060 EVENTS/PROMOTIONS</b>			
A.C. HOUSTON LUMBER CO.	2001-594505	Snow Pusher	26.98
A.C. HOUSTON LUMBER CO.	2001-594520	Three 4x8s	112.14
A.C. HOUSTON LUMBER CO.	2001-594892	Pond Hockey Paint	4.59
A.C. HOUSTON LUMBER CO.	2001-595741	D Handle Snow Pusher	25.09
PIPECO, INC.	S3601567.001	Coupling PVC	20.81
PIPECO, INC.	S3601567.002	Hockey Tournament Supplies	92.97
Total ORIGINAL LOT TAX:			33,615.91
Total ORIGINAL LOT FUND:			33,615.91
<b>GO BOND DEBT SERVICE FUND</b>			
<b>GO BOND DEBT SERVICE EXP/TRNFRS</b>			
<b>40-4800-4200 PROF.SERVICES-PAYING AGENT</b>			
ZIONS BANK	4899901 01232	Paying Agent Fees	500.00
Total GO BOND DEBT SERVICE EXP/TRNFRS:			500.00
Total GO BOND DEBT SERVICE FUND:			500.00
<b>WATER FUND</b>			
<b>WATER EXPENDITURES</b>			
<b>63-4340-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
STARLEY-LEAVITT INS. AGENCY	623824	623824 012320	27.00
<b>63-4340-3100 OFFICE SUPPLIES &amp; POSTAGE</b>			
UNIFIED OFFICE SERVICES	278512	Supplies	48.27
<b>63-4340-3200 OPERATING SUPPLIES</b>			
ALSCO - AMERICAN LINEN DIVI	LBO11772039	5192 011720	24.49
ALSCO - AMERICAN LINEN DIVI	LBO11772041	5493 011720	59.79
CHATEAU DRUG CENTER	2180391	Stain Remover	12.34
PIPECO, INC.	S3601438.001	Marking Paint	112.96
<b>63-4340-3500 MOTOR FUELS &amp; LUBRICANTS</b>			
UNITED OIL	930309	37271 011520	248.67
<b>63-4340-3800 CHEMICALS</b>			
GEM STATE WELDERS SUPPLY,I	E261418	55 gal T-Chlor	252.24
<b>63-4340-4200 PROFESSIONAL SERVICES</b>			
SENTINEL FIRE & SECURITY, IN	50551	1177 - 110 River Ranch Rd.	42.50



Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>63-4340-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
VERIZON WIRELESS	365516521 011	365516521 011320	130.85
VERIZON WIRELESS	965494438 011	965494438 011020	42.88
<b>63-4340-5200 UTILITIES</b>			
IDAHO POWER	2202458903 01	2202458903 011820	149.43
IDAHO POWER	2206786259 01	2206786259 011820	43.62
<b>63-4340-6000 REPAIR &amp; MAINT-AUTO EQUIP</b>			
RIVER RUN AUTO PARTS	6538-149716	Oil Stop Leak	12.99
RIVER RUN AUTO PARTS	6538-150232	Washer Solvent	22.50
<b>63-4340-6100 REPAIR &amp; MAINT-MACH &amp; EQUIP</b>			
CLEARWATER POWER EQUIPME	01222020	Deflector Control Assembly	76.99
RIVER RUN AUTO PARTS	6538-150032	Universal Pads	96.09
RIVER RUN AUTO PARTS	6538-150160	Vehicle Parts and Supplies	524.88
RIVER RUN AUTO PARTS	6538-150216	Credit	54.59-
Total WATER EXPENDITURES:			1,873.90
<b>WATER DEBT SERVICE EXPENDITRES</b>			
<b>63-4800-8400 DEBT SRVC ACCT INTEREST-2015B</b>			
ZIONS BANK	2015B 010720	Revenue Bond Series 2015B Interest	54,578.56
Total WATER DEBT SERVICE EXPENDITRES:			54,578.56
Total WATER FUND:			56,452.46
<b>WASTEWATER FUND</b>			
<b>WASTEWATER EXPENDITURES</b>			
<b>65-4350-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
STARLEY-LEAVITT INS. AGENCY	623824	623824 012320	54.00
<b>65-4350-3100 OFFICE SUPPLIES &amp; POSTAGE</b>			
UNIFIED OFFICE SERVICES	278512	Supplies	31.93
<b>65-4350-3200 OPERATING SUPPLIES</b>			
ALSCO - AMERICAN LINEN DIVI	LBOI1772039	5192 011720	24.49
ALSCO - AMERICAN LINEN DIVI	LBOI1772040	5292 011720	115.01
ATKINSONS' MARKET	02828743	Distilled Water	9.47
ATKINSONS' MARKET	05262872	Supplies	8.42
CHATEAU DRUG CENTER	2179199	Batteries	14.24
EASY PACK INC	188890	Shipping	5.00
<b>65-4350-3500 MOTOR FUELS &amp; LUBRICANTS</b>			
UNITED OIL	930308	37270 011520	217.64
<b>65-4350-4200 PROFESSIONAL SERVICES</b>			
BANYAN TECHNOLOGY INC.	20659	Headworks Technology	157.50
SENTINEL FIRE & SECURITY, IN	50551	1177 - 110 River Ranch Rd.	42.50
<b>65-4350-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
CENTURY LINK	2087268953 01	2087268953 011320	53.99
VERIZON WIRELESS	965494438 011	965494438 011020	25.46
VERIZON WIRELESS	965494438 011	965494438 011020	40.01

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>65-4350-5200 UTILITIES</b>			
IDAHO POWER	2202158701 01	2202158701 011320	8,563.47
IDAHO POWER	2202703357 01	2202703357 011820	92.14
IDAHO POWER	2206786259 01	2206786259 011820	43.62
<b>65-4350-6100 REPAIR &amp; MAINT-MACH &amp; EQUIP</b>			
PLATT ELECTRIC SUPPLY	0A67601	200W 240V Heat	101.55
PLATT ELECTRIC SUPPLY	Z579007	Supplies	72.98
RIVER RUN AUTO PARTS	6538-150098	Keystock	4.44
RIVER RUN AUTO PARTS	6538-150316	Supplies	.98
SAWTOOTH WOOD PRODUCTS, I	0000117578	Welded Shaft	384.60
Total WASTEWATER EXPENDITURES:			10,063.44
<b>WASTEWATER DEBT SERVICE EXP</b>			
<b>65-4800-8400 DEBT SRVC ACCT INTEREST-2014C</b>			
ZIONS BANK	2014C 010720	Revenue bond Series 2014C Interest	32,463.26
Total WASTEWATER DEBT SERVICE EXP:			32,463.26
Total WASTEWATER FUND:			42,526.70
<b>PARKS/REC DEV TRUST FUND</b>			
<b>93-3700-6500 ICE RINK/ZAMBONI</b>			
KETCHUM AUTOMOTIVE INC.	86972	Replace Relay Connector and Cooling Fan	352.52
Total :			352.52
<b>PARKS/REC TRUST EXPENDITURES</b>			
<b>93-4900-6500 ICE RINK-PRIVATE</b>			
LUTZ RENTALS	103566-1	Hyster LP Tank	199.95
<b>93-4900-6820 KAC MISC. DONATIONS</b>			
PARKER, STEVE	012420	Sculpture Stipend Semi-Finalist	500.00
BALCOM, JAKE	012420	Sculpture Stipend Semi-Finalist	500.00
VANNERSON, WILL	012420	Sculpture Stipend Semi-Finalist	500.00
Total PARKS/REC TRUST EXPENDITURES:			1,699.95
Total PARKS/REC DEV TRUST FUND:			2,052.47
Grand Totals:			346,470.45

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Vendor Name	Invoice Number	Description	Net Invoice Amount
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Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

[Report].GL Account Number = "0110000000"- "9648008200", "9910000000"- "9911810000"

Invoice Detail.Voided = No, Yes

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## City of Ketchum

February 3, 2020

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to Re-affirm action Taken on January 21, 2020 to Facilitate a New Tax Credit Application for Deed Restricted Housing at 480 East Avenue (City Hall)**

#### Recommendation and Summary

Due to a noticing error for the January 21, 2020 meeting, Council is being asked to re-affirm the following actions to facilitate a tax credit application for a new affordable rental housing project and adopt the following motions:

1. I move to extend Contract 20370 with GMD Development until February 2021.
2. I move to extend Option to Lease Agreement 20373 between Ketchum Community Development Corporation (KCDC) and the City of Ketchum until February 2021.
3. I move to authorize use of Housing In-Lieu Funds in the amount of \$32,639.47 to reimburse KCDC for the 2019 tax credit application expenses.
4. I move to authorize use of Housing In-Lieu Funds to pay the City's 2020 application, permit and impact development fees for the deed restricted housing units.

The reasons for the recommendation are as follows:

- In 2019 KCDC and GMD Development submitted a tax credit application for a workforce housing development at the City Hall site. The application was not approved however, there may be an opportunity to submit a new application in 2020.
- To facilitate submittal of a new application, the existing agreement with GMD Development and the Lease with KCDC need to be extended.
- The goals of Ketchum Comprehensive Plan state the City of Ketchum should support affordable housing programs established by other non-governmental agencies, the recommended actions further this goal.

#### Introduction and History

In July of 2019 the City Council approved Contract 20370 with GMD Development and Option to Lease 20373 with KCDC to facilitate submittal of a tax credit application for workforce housing at 480 East Avenue (City Hall). Unfortunately, the tax credit application was not approved by the Idaho Housing and Finance Association (IHFA). Based on discussions with IHFA, it may be advantageous to submit a new tax credit application in 2020. To facilitate this possibility, the contract and option to lease need to be extended.

A tax credit application requires a detailed submittal and expenditure of funds. KCDC worked with GMD Development to prepare the application materials. GMD Development and KCDC split the application costs 50/50. In July 2019 the City Council authorized use of Housing In-Lieu Funds to pay for the tax credit

application expenses. KCDC is now requesting reimbursement for their portion of the application expenses in the amount of \$32,639.47. In the event a new application is filed in 2020, Council is being asked to authorize use of Housing In-Lieu funds to off-set application expenses and to support project costs in the event the application is approved.

#### Analysis

Any tax credit application must include evidence GMD Development and KCDC have authorization to use the development property. The lease option is similar to the agreement the City entered into for the Northwood Place II tax credit application. The initial term was limited to February 1, 2020 and is proposed to be extended until February 1, 2021. If the second tax credit application is approved, another lease will be prepared for a 99-year period.

Tax credit applications are highly competitive and based on a point system. To gain more points and reduce the overall cost of development, it is common for local jurisdictions to reduce or waive project development fees. Because development fees pay for the city's cost to process and inspect a project, it is recommended the Council again authorize use of Housing In-Lieu Funds for a new 2020 project to off-set the development and impact fees related to the deed restricted housing units in this project. This action will help make the application more competitive while supporting the city's costs to provide required services.

#### Site Control

As part of any new application submittal, the Mayor will provide a letter identifying the time frame GMD will have control of the site to initiate construction.

#### Financial Impact

There are sufficient funds in the Housing In-Lieu Fund to reimburse KCDC for the application costs. Other actions in this report will not result in a financial impact.

#### Attachments:

Extension of Contract 20370 with GMD Development  
Extension of Lease Option 20373

EXTENSION OF INDEPENDENT CONTRACTOR AGREEMENT 20370 WITH GMD  
DEVELOPMENT

This Professional Services Agreement ("Agreement") is made by and between the City of Ketchum, Idaho, an Idaho municipal corporation, organized and existing under the laws of the State of Idaho ("City"), and GMD Development ("Contractor") as represented by Gregory Dunfield, President and Owner of GMD Development.

RECITALS

Whereas, the City of Ketchum is pursuing development of community housing in the City of Ketchum, and;

Whereas, the City of Ketchum issued a Request for Qualifications on June 4<sup>th</sup> 2019, and;

Whereas, GMD Development was the only proposal submitted, and;

Whereas, GMD Development is well qualified to develop and deliver community housing in the City of Ketchum based on their experience and record of successful development projects within Ketchum and other communities,

NOW, THEREFORE, on the basis of the foregoing recitals, response to the Request for Qualifications, and upon motion duly passed by the Ketchum City Council, and for the consideration set forth herein, the parties agree as follows:

AGREEMENT

Contractor agrees to provide professional services pursuant to the terms and conditions of this Agreement.

**1. SCOPE OF WORK:**

Contractor will prepare and submit a Low Income Tax Credit Housing Application to the Idaho Housing and Finance Association at 480 East Avenue (Ketchum City Hall).

**2. INDEPENDENT CONTRACTOR RELATIONSHIP:** Contractor is not an employee, servant, agent, partner, or joint venture of the City. The City shall determine the work to be done by Contractor, but Contractor shall determine the legal means by which it accomplishes the work specified by the City. This Agreement shall not be construed to create any employer-employee relationship between the City and Contractor.

**3. RECORDS ACCESS AND AUDITS:** Contractor shall maintain complete and accurate records with respect to costs incurred and manpower expended under this Agreement. All such records shall be maintained according to generally accepted accounting principles, shall be clearly identified, and shall be readily accessible. Such records shall be available for review by the City representatives for three (3) years after final payment. Copies shall be made available to the city upon request.

**4. FEDERAL, STATE, AND LOCAL PAYROLL TAXES:** Neither federal, state, or local income taxes nor payroll taxes of any kind shall be withheld and paid by the City on behalf of Contractor or the employees of Contractor. Contractor shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. Contractor understands that Contractor is solely responsible to pay, according to law, Contractor's income tax. Contractor

further understands that Contractor may be liable for self-employment (Social Security) tax to be paid by Contractor according to law.

**5. LICENSES AND LAW:** Contractor represents that it possesses the requisite skill, knowledge, and experience necessary, as well as all licenses required, if any, to perform the services under this Agreement. Contractor further agrees to comply with all applicable laws, ordinances, and codes of federal, state, and local governments in the performance of the services hereunder.

**6. FRINGE BENEFITS:** Because Contractor is engaged in its own independently established business, Contractor is not eligible for and shall not participate in any employee pension, health, or other fringe benefit plans of the City.

**7. WORKER'S COMPENSATION:** Contractor shall maintain in full force and effect worker's compensation and employer's liability insurance for Contractor and any agents, employees, and staff that Contractor may employ, and provide proof to the City of such coverage or that such worker's compensation insurance is not required under the circumstances.

**8. EQUIPMENT, TOOLS, MATERIALS, OR SUPPLIES:** Contractor shall supply, at its sole expense, all equipment, tools, materials, and/or supplies to accomplish the services to be provided herein.

**9. PROPRIETARY RIGHTS:** All data, materials, reports, maps, graphics, tables, memoranda, and other documents or products developed under this Agreement whether finished or not shall become the property of the City, shall be forwarded to the City at its request, and may be used by the City for any business or municipal purpose. The City agrees that if it uses products prepared by Contractor for purposes other than those intended in this Agreement, it does so at its sole risk.

**10. CONFIDENTIALITY:** Contractor agrees to maintain confidentiality of all work product produced under this Agreement, including both interim and draft, materials, reports, maps, graphics, tables, memoranda, and other documents unless and until the City signifies its written approval that such work product may be published as final work product subject to the public records laws of the state of Idaho. The City reserves the right to distribute the final work product as it sees fit provided that Contractor may use final reports as approved and adopted by the Ketchum City Council in the marketing of its firm.

**11. TERM OF AGREEMENT:** This Agreement commenced on the date signed by the last party to the Agreement and shall be effective until February 1, 2021 ~~for one year~~ unless terminated by either party as set forth in this Agreement.

**12. ENTIRE AGREEMENT:** This Agreement, along with any and all exhibits and appendix attached hereto and incorporated herein by reference, contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

**13. GENERAL ADMINISTRATION AND MANAGEMENT:** The Mayor and the City Administrator or his/her designee shall be the City's representative and shall oversee and approve all services to be performed, coordinate all communications, review and approve all invoices, and carry out any and all tasks as may be required under this Agreement.

**14. CHANGES:** The City reserves the right to make changes from time to time in the scope of services to be performed hereunder. Such changes, including any increase or decrease

in Contractor's compensation, which are mutually agreed upon by and between the City and Contractor, shall be incorporated in written amendments to this Agreement.

**15. AMENDMENTS:** This Agreement may be amended only in writing upon mutual agreement of both the City and Contractor.

**16. ASSIGNMENT:** It is expressly agreed and understood by the parties hereto that Contractor shall not have the right to assign, transfer, hypothecate, or sell any of its rights under this Agreement except upon the prior express written consent of the City.

**17. TERMINATION OF AGREEMENT:**

1. **FOR CAUSE DUE TO BREACH:** If Contractor shall fail to fulfill its obligations in compliance with the scope of work or if Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination. If this Agreement is terminated for cause, Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, Contractor shall not be relieved of liability to the City by virtue of any breach of this Agreement by Contractor, and the City may withhold any payments to Contractor for the purpose of setoff until such time as the exact amount of damages due the City from Contractor is determined. Contractor shall also provide the City all products or works of consulting generated to date of termination.

2. **TERMINATION BY THE CITY:** The City reserves the right to terminate this Agreement at any time, for any reason, by giving at least fifteen (15) days' notice in writing to Contractor. If this Agreement is terminated by the City as provided herein, Contractor shall be paid for the work performed prior to termination, less payment or compensation previously made. Contractor shall also provide the City all products or works related to this Project generated to date of termination.

3. **TERMINATION:** The obligation to provide further services under this Agreement may be terminated by Contractor upon thirty (30) days' written notice. Such termination shall be based upon substantial lack of performance by the City under the terms and conditions of this Agreement when said substantial lack of performance is through no fault of Contractor. If this Agreement is terminated by Contractor, Contractor shall be paid for services rendered and for reimbursable expenses incurred to the date of such termination.

**18. NOTICES:** Any and all notices required to be given by either of the parties hereto, unless otherwise stated in this Agreement, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

To CITY: City Administrator  
City of Ketchum PO Box 2315  
Ketchum, ID 83340

To CONTRACTOR: Gregory Dunfield  
GMD Development  
520 Pike Street Suite 1010  
Seattle WA. 98101



**18. DISCRIMINATION PROHIBITED:** In performing the services required herein, Contractor agrees not to discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, or handicap. Violation of this section shall constitute a material breach of this Agreement and deemed grounds for cancellation, termination, or suspension of the Agreement by the City, in whole or in part, and may result in ineligibility for further work for the City.

**19. STANDARD OF SERVICE:** Contractor shall provide services as described in this Agreement. These services will be performed in accordance with generally accepted professional practices for the scope of this project. Contractor makes no other warranty either expressed or implied.

**20. INDEMNIFICATION:** Contractor agrees to indemnify, defend, and hold harmless the City and its officers, agents, employees and City Council from and against all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or resulting from the negligent performances or activities of Contractor, Contractor's agents, employees, or representatives under this Agreement.

**21. INSURANCE:** Contractor agrees to obtain and keep in force during its acts under this Agreement a professional liability insurance policy with coverage limits over \$1,000,000.00 per occurrence. Certificate of proof of insurance will be provided to the City. Contractor shall provide proof of coverage as set forth above to the City before commencing its performance as herein provided and shall require insurer to notify the City ten (10) days prior to cancellation of said policy. Deliver certificates of insurance and endorsements required by this Article to:

City of Ketchum  
Attn: City Administrator  
PO Box 2315  
Ketchum, ID 83340

**22. NONWAIVER:** Failure of either party to exercise any of the rights under this Agreement or breach thereof shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

**23. APPLICABLE LAW:** Any dispute under this Agreement or related to this Agreement shall be decided in accordance with the laws of the state of Idaho.

**24. SEVERABILITY:** If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.

**25. ATTORNEY FEES:** Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to costs and reasonable attorney fees as determined by a court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination, or forfeiture of this Agreement.

**26. EFFECTIVE DATE:** The effective date of this Agreement shall be the date signed by the last party of this Agreement.

**27. DISPUTES:** In the event that a dispute arises between the City and Contractor regarding application or interpretation of any provision of this Agreement, the aggrieved party shall promptly notify the other party to this Agreement of the dispute within ten (10) days after such dispute arises.

If the parties shall have failed to resolve the dispute within thirty (30) days after delivery of such notice, the parties agree to first endeavor to settle the dispute in an amicable manner by non-binding mediation before resorting to litigation. Should the parties be unable to resolve the dispute to their mutual satisfaction within thirty (30) days after such completion of mediation, each party shall have the right to pursue any rights or remedies it may have at law or in equity.

**28. SUCCESSORS IN INTEREST:** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereby and their respective successors and assigns.

**29. MISCELLANEOUS:** Contractor has not been retained to supervise, direct, or have control over any contractor's work. Contractor specifically does not have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by contractor(s) for safety precautions and programs to the work of contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes, or orders applicable to contractor(s) furnishing and performing their work. Accordingly, Contractor can neither guarantee the performance of the construction contracts by contractor(s) nor assume responsibility for the failure of contractor(s) to furnish and perform their work in accordance with the contract documents.

**30. CONFLICT OF INTEREST:** Contractor shall disclose any conflict of interest to the City that may arise or exists with any of Contractors current or former employers, clients, contractors or the like of or regarding any work, information, data, that may relate to the subject matter whether it is within the Contractor's scope of work or not. In the event a conflict of interest is identified, Contractor shall immediately disclose the conflict and the City may, in its sole discretion determine that this Agreement will terminate or agree to measures to address the conflict and limit Contractor's scope of work to avoid the conflict. Failure to promptly disclose a conflict of interest constitutes Contractor's breach of this Agreement.

IN WITNESS WHEREOF, THE CITY and Contractor have executed this Agreement as of the effective date specified above.

CITY OF KETCHUM

CONTRACTOR

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

By: \_\_\_\_\_  
Gregory Dunfield

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Robin Crotty  
City Clerk

DATE: \_\_\_\_\_

## OPTION TO LEASE 20373

THIS OPTION TO LEASE (the “Agreement”) is made and entered into by and between the CITY OF KETCHUM, an Idaho municipal corporation (“CITY”) and THE KETCHUM COMMUNITY DEVELOPMENT CORPORATION, an Idaho nonprofit corporation (“Contractor”).

### RECITALS

WHEREAS, the City is a municipal corporation duly organized and existing under the laws of the State of Idaho; and

WHEREAS, the Contractor is an Idaho nonprofit corporation duly organized and existing under the laws of the State of Idaho; and

WHEREAS, pursuant to Idaho Code the City is empowered to enter into contracts as may be deemed necessary to promote the welfare of the City and its residents; and

WHEREAS, it is deemed in the best interest of the City to acquire, by contract, certain services to be performed by the Contractor.

WHEREAS, the City is the owner of certain Real Property as identified in Exhibit A;

WHEREAS, the City desires to contribute the use of the property through a long term lease at below market consideration to pursue the long term use of this property for community housing ;

WHEREAS, the KCDC, in conjunction with GMD Development intends to make application to the Idaho Housing and Finance Association for tax credits in August 2018;

WHEREAS, if awarded tax credits by the Idaho Housing and Finance Association, the City will accept a lease of 99 years for the amount of \$1, to be paid by the Contractor.

WHEREAS, ~~the first is~~ Option to Lease ~~was to~~ expires on February 1, 2020;

WHEREAS, the City is prepared to extend the Option to Lease until February 1, 2021;

NOW, THEREFORE, on the basis of the foregoing recitals, and upon motion duly passed by the Ketchum City Council, the parties agree as follows:

1. Incorporation of Recitals. The Recitals set forth herein above are hereby incorporated into and made an integral part of this Agreement.

2. The Services. The Contractor shall pursue a tax credit housing project for the site identified in Exhibit A, including all necessary studies, architectural documents and other

services as needed in order to make an application to the Idaho Housing Finance Association for a tax credit housing project (collectively, these studies are referred to as the “Services”).

3. Negotiation Priority. As consideration for the performance of the Services, in the event the Tax Credit application is approved by the Idaho Housing and Finance Association, the City shall grant a 99 year lease for the amount of \$1 dollar for the Real Property identified in Exhibit A to the Contractor and imposes an obligation of the City to negotiate in good faith a final lease agreement to lease the subject property for a Tax Credit project. The City shall not negotiate with other parties during the term of this option to lease.

4. Time of Performance. Contractor shall provide the Services prior to February 1, ~~2021~~ ~~2020~~, beginning on the date this Agreement is signed. Contractor shall report to the City on the results of the feasibility studies and make recommendations as to how to proceed.

5. Independent Contractor. The City and Contractor hereby agree that Contractor shall perform the Services exclusively as an independent contractor and not as employee or agent of the City. The Parties do not intend to create through this Agreement any partnership, corporation, employer/employee relationship, joint venture or other business entity or relationship other than that of independent contractor. Contractor, its agents and employees shall not receive nor be entitled to any employment-related benefits from the City including without limitation, workers compensation insurance, unemployment insurance, health insurance, retirement benefits or any benefit that City offers to its employees. Contractor shall be solely responsible for the payment of all payroll and withholding taxes for amounts paid to Contractor under this Agreement and for Contractor’s payments for work performed in performance of this Agreement by Contractor, its agents and employees; and Contractor hereby releases, holds harmless and agrees to indemnify City from and against any and all claims or penalties, including without limitation the 100% penalty, which in any manner relate to or arise from any failure to pay such payroll or withholding taxes.

6. Compliance With Laws/Public Records. Contractor, its 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 Idaho Code Title 74. 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 be readily identified, retrieved and made available for such inspection and copying.

7. Notice. All notices, requests, demands or other communication required or provided for under this Agreement, other than instructions given by City pursuant to

Paragraph 2 herein above shall be in writing. Notices to City and Contractor shall be addressed as follows:

**CITY OF KETCHUM:**

CITY OF KETCHUM  
ATTN: CITY ADMINISTRATOR  
POST OFFICE BOX 2315  
KETCHUM, IDAHO 83340-2315

**CONTRACTOR:**

KETCHUM COMMUNITY  
DEVELOPMENT CORPORATION  
P.O. BOX 6452  
KETCHUM, ID 83340

8. 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 or transfer in any manner this Agreement or any of Contractor' right, title or interest in or to this Agreement without the prior written consent of City which may be withheld for any reason.

9. Amendments. This Agreement may only be changed, modified, or amended in writing executed by all parties.

10. Headings. 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.

11. 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.

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

13. Governing Law. This Agreement shall be governed by the laws and decisions of the State of Idaho.

14. Entire Agreement. This Agreement contains the entire Agreement between the parties respecting the matters herein set forth and supersedes all prior Agreements between the parties hereto respecting such matter.

15. Execution and Fax Copies 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.

16. Authority. 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 have signed this Agreement the day and year first above written.

CITY OF KETCHUM  
a Municipal Corporation

KETCHUM COMMUNITY  
DEVELOPMENT CORPORATION,  
an Idaho nonprofit corporation

By: \_\_\_\_\_  
Neil Bradshaw, Mayor

By: \_\_\_\_\_  
Charles Friedman, Board President

ATTEST:

\_\_\_\_\_  
Robin Crotty  
City Clerk

ATTACHMENT A

City Hall Property: Lots 3 and 4 Block 45 of the Ketchum Original Town Site

Parking Lot: Lots W 75' of 7 and 8 Block 45 of Ketchum Original Town Site



## City of Ketchum

February 3, 2020

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to Approve Contract #20445 2020 Ketchum Summer Concert Series Agreement with Will Caldwell Productions, LLC**

#### Recommendation and Summary

Staff is recommending Council to approve Contract #20445, the 2020 Summer Concert Series agreement with Will Caldwell Productions, LLC to promote, organize, manage, coordinate and produce the 2020 Ketchum Summer Concert Series.

***“I move to approve the 2020 Ketchum Summer Concert Series Agreement with Will Caldwell Productions, LLC.”***

The reasons for the recommendation are as follows:

- The City of Ketchum desires to promote business by enhancing the visitor and resident experience in the Ketchum area.
- The City has determined that the Ketchum Summer Concert Series serves a public purpose and is a benefit to its citizens.
- Will Caldwell Productions, LLC has performed the services necessary to produce the Ketchum Summer Concert Series over the past twenty years.

#### Introduction and History

The City of Ketchum Summer Concert Series includes the following events:

- Ketch’em Alive – held weekly each Tuesday from 7 to 9 p.m. at Forest Service Park. The series begins on June 16 and ends on August 11.
- Jazz in the Park – held weekly each Sunday from 6 to 8 p.m. at Rotary Park. The series begins on June 21 and ends on July 26.

#### Financial Impact

There is no new financial impact. Funding will be provided from the Events/Promotions line item in the Local Option Tax Fund.

Attachments:

Contract #20445





City of Ketchum

**Summer Concert Series Agreement #20445  
Will Caldwell Productions, LLC**

THIS CONTRACT FOR SERVICES (“Agreement”) is entered into effective as of this \_\_\_\_ day of \_\_\_\_\_ 2020 by and between Will Caldwell Productions, LLC and the City of Ketchum, an Idaho municipal corporation (Will Caldwell Productions, LLC and City of Ketchum are, collectively, the “Parties”) with reference to the following facts:

**RECITALS**

- A. The City of Ketchum desires to promote business by enhancing the visitor and resident experience in the Ketchum/Sun Valley area with two concert series events called “Ketch’em Alive” and “Jazz in the Park,” referred to collectively as the “Ketchum Summer Concert Series.” Accordingly, the City has determined that the Ketchum Summer Concert Series serves a public purpose and is a benefit to its citizens.
- B. Will Caldwell Productions, LLC has the expertise necessary to promote, organize, manage, coordinate and produce the Ketchum Summer Concert Series and to assist the City of Ketchum in the management of the Ketchum Summer Concert Series from February 1, 2019 to September 30, 2019 (“Contract Period”).
- C. The City of Ketchum desires to retain the services of Will Caldwell Productions, LLC and Will Caldwell Productions, LLC desires to provide the services, as set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

- 1. **General Duties.** Will Caldwell Productions, LLC agrees to promote, organize, manage, coordinate and produce the Ketchum Summer Concert Series according to the terms and conditions of this Agreement.
- 2. **Description of Services.** Will Caldwell Productions, LLC shall complete the tasks on the schedule as outlined in Addendum 1 attached hereto and incorporated herein by this reference (the “Services”).
- 3. **Payment for Services.** In exchange for the Services, the City of Ketchum shall pay Will Caldwell Productions, LLC as follows:

Professional service fee – One (1) payment will be made to Will Caldwell Productions, LLC for a total of six thousand dollars (\$6,000) on or before June 1, 2019 to produce two concert series: Ketch’em Alive and Jazz in the Park.

- 4. **Term – Month to Month.** This Agreement shall be effective for a period of one month and shall renew automatically each month and expire automatically on September 30, 2019 unless terminated as provided herein. The parties hereby agree that in the event Ketchum, in its sole and exclusive opinion, lacks sufficient funds to continue paying for the Services, Ketchum may terminate this Contract without penalty upon thirty (30) days written notice to Will Caldwell Productions, LLC. Upon receipt of such notice, neither party shall have any further obligation to the other. In the event of such termination, Will Caldwell Productions, LLC shall submit a report of expenditures to the City of Ketchum. Any Ketchum funds not encumbered for authorized expenditures by Will Caldwell Productions, LLC at the date of termination shall be refunded to Ketchum within twenty (20) days.

5. **Independent Contract/No Partnerships or Employee Relationship.**

(a) By executing this Agreement, the Parties do not intend to create a partnership, joint venture, agency employee/employer relationship or any other relationship other than that of Independent Contractor. Neither Party shall have the power to bind the other in any manner whatsoever.

(b) In rendering the services contemplated by this Agreement, Will Caldwell Productions, LLC is at all times acting as an Independent Contractor and not as an employee of the City of Ketchum. Will Caldwell Productions, LLC shall have no rights or obligations as an employee by reason of the Agreement, and the City of Ketchum shall not provide Will Caldwell Productions, LLC with any employee benefits, including without limitation, any City of Ketchum sponsored retirement, vacation or health insurance program.

(c) The City of Ketchum shall not exercise any control whatsoever over the manner in which Will Caldwell Productions, LLC performs the obligations contemplated herein.

(d) Will Caldwell Productions, LLC may perform services similar in nature to the services contemplated in this Agreement for other individuals and entities during the term of this Agreement.

(e) The City of Ketchum shall not withhold any local, state, or federal payroll or employment taxes of any kind from any compensation paid to Will Caldwell Productions, LLC. Will Caldwell Productions, LLC hereby warrants and represents that it will pay all such employment and payroll taxes, if any, and hereby releases, holds harmless and indemnifies City of Ketchum and the directors, officers, members, employees and agents thereof from any and all costs, expenses or liability of any kind whatsoever that may be incurred as a result of Will Caldwell Productions, LLC's failure to pay such payroll or employment taxes.

6. **Assignment.** Neither Party shall assign any of its rights and/or obligations under this Agreement to any other person or entity.

7. **Representations and Warranties by Will Caldwell Productions, LLC.** Will Caldwell Productions, LLC hereby represents and warrants to the City of Ketchum as follows:

(a) Will Caldwell Productions, LLC has the knowledge, experience and expertise and office equipment resources necessary to promote, organize, manage, coordinate and produce the Ketchum Summer Concert Series.

(b) The City of Ketchum shall retain proprietary rights over all Ketchum Summer Concert Series electronic and physical records and files, mailing lists, ideas, contracts and other items relating to the event.

(c) Public Records. Will Caldwell Productions, LLC 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 Will Caldwell Productions, LLC for Ketchum, regardless of physical form or characteristics, may be public records pursuant to Idaho Code Section 9-337 *et seq.* Will Caldwell Productions, LLC further acknowledges that, subject to certain limitations, the public may examine and take a copy of all such public writings and records. Accordingly, Will Caldwell Productions, LLC shall maintain such writings and records in such a manner that they may be readily identified, retrieved and made available for such inspection and copying.

(d) Will Caldwell Productions, LLC shall provide all Ketchum Summer Concert Series materials to the City of Ketchum immediately upon request.

(e) Will Caldwell Productions, LLC maintains no control over the personnel, equipment or operation of any airline, surface carrier, bus or limousine company, transportation company, hotel, restaurant, venue, audiovisual,

staging, lighting, décor, entertainment or other person, corporation or other entity furnishing services or products connected to the event and that all such suppliers are independent contractors.

8. **Default.** In the event either Party hereto defaults in its performance of any of the obligations created hereunder, the other Party may pursue any and all remedies whether at law or equity, including without limitation terminating this Agreement.
9. **Voluntary Agreement.** This Agreement is freely and voluntarily entered into by each of the Parties. The Parties acknowledge and agree that each has been represented in the negotiation of this Agreement by counsel of its own choosing or has had an opportunity and ability to obtain such representation, that it has read this Agreement or had it read to it, that it understands this Agreement, and that it is fully aware of the contents and legal effects of this Agreement.
10. **Binding Agreement.** The provisions of this Agreement shall be binding upon, and shall obligate, extend to, and inure to the benefit of, each of the legal successors, assigns, transferees, grantees, and heirs of each of the Parties, and all persons who may assume any or all of the above-described capacities subsequent to the execution of this Agreement.
11. **Meditation.** Should a dispute arise and is not resolved by the Parties, the Parties shall first proceed in good faith to submit the matter to non-binding mediation with a mediator licensed in the State of Idaho. Upon completion of one attempt at mediation, either party may pursue any available legal or equitable remedy.
12. **Attorneys' Fees and Costs.** In the event that any of the Parties is required to incur attorneys' fees and/or costs to enforce or interpret any provision of this Agreement or is required to defend any action brought by any of the Parties, based on, arising from or related to this Agreement, the unsuccessful Parties agree to pay to the prevailing Parties their reasonable actual costs and attorney fees, whether or not litigation is actually commenced and including reasonable attorney fees and costs on appeal.
13. **Entire Agreement.** This Agreement contains the final, complete, exclusive, and entire agreement and understanding between the Parties on this topic and supersedes and/or replaces any and all prior negotiations, proposed agreements, and agreements, whether written or oral on such topic.
14. **Modification.** This Agreement may not be modified except by a writing signed by all Parties affected by such purported modification.
15. **Waiver.** In the event of any default hereunder by either Party, if the other Party fails or neglects for any reason to demand full performance, such failure or neglect shall not be deemed to be a waiver of the right to demand full performance or a waiver of any cause of action, or as a waiver of any of the covenants, terms or conditions of this Agreement or of the performance thereof. None of the covenants, terms or conditions of this Agreement can be waived by either Party hereto except in a signed writing.
16. **Severability.** In the event that any portion of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining portions of this Agreement and the application thereof shall not in any way be affected thereby.
17. **Interpretation.**
  - a. Whenever in this Agreement the context may so require, the neuter gender shall be deemed to refer to and include the masculine and the feminine, the singular number shall be deemed to refer to and include the plural, and vice versa.

b. This Agreement is the result of negotiations, and no Party shall be deemed to have drafted this Agreement for purposes of construing any portion of the Agreement for or against any Party.

c. The descriptive headings in this Agreement are included for convenience of reference and are not intended to affect the meaning or construction of any of the provisions herein.

d. Any exhibit attached hereto shall be deemed to have been incorporated herein by this reference as if set forth herein at length.

18. **Time is of the Essence.** Time is hereby made expressly of the essence in every term.

19. **Governing Law and Jurisdiction.** This Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of Idaho without giving effect to its conflicts of law provisions. The Parties each expressly agree to the appropriateness of and consent to the venue and jurisdiction of the State of Idaho in the County of Blaine and all state and federal courts having geographical jurisdiction for such County as the exclusive forum for the purposes of any action to enforce or interpret this Agreement.

20. **Capacity to Execute.** Each of the Parties, and each person signing this Agreement, represents and warrants that it and its representative(s) executing this Agreement on its behalf each has the authority and capacity to execute this Agreement.

21. **Counterparts.** The Parties may execute this Agreement, and any modification(s) hereof, in two or more counterparts, which shall, in the aggregate, be signed by all Parties. Each counterpart shall be deemed an original instrument as against any Party who has signed it. A faxed copy of the signature of any of the Parties shall have the same force and effect as an original signature of such Party.

22. **Indemnification.** Will Caldwell Productions, LLC agrees to indemnify and hold the City of Ketchum harmless from and against all claims, suits, damages (including without limitation, damages to persons and property including deaths), costs, losses, and expenses, in any manner related to or arising from the acts or omissions of Will Caldwell Productions, LLC, its managers, members, directors, officers, shareholders, agents and employees.

IN WITNESS WHEREOF, the City and Contractor have executed this Agreement as of the effective date specified above.

**CITY OF KETCHUM**

**WILL CALDWELL PRODUCTIONS, LLC**

\_\_\_\_\_  
Neil Bradshaw  
Mayor

\_\_\_\_\_  
Will Caldwell, President

ATTEST:

\_\_\_\_\_  
Robin Crotty  
City Clerk

**Addendum 1: Description of Services**

**Will Caldwell Productions, LLC agrees to:**

1. Maintain individual bank accounts for Ketch'em Alive and Jazz in the Park, and provide the city access to those accounts;
2. Collect sponsorships and donations for deposit into the City's Trust Fund accounts for Ketch'em Alive and Jazz in the Park;
3. Provide detailed budget at the beginning of each concert series, and an updated budget as needed;
4. Pay all vendors from individual Will Caldwell Productions, LLC bank accounts (e.g. bands);
5. Secure housing, and any equipment needed for production (e.g. sound system);
6. Maintain a current Facebook page for Ketch'em Alive according to communications parameters set forth by the City of Ketchum and provide the City administrative permissions for that page.
7. Any promotional materials, advertising, or identification materials associated with Ketch'em Alive and Jazz in the Park shall identify the events as City of Ketchum of events.

**City of Ketchum agrees to:**

1. Provide exclusive and dedicated space for both Ketch'em Alive (Forest Service Park) and Jazz in the Park (Rotary Park) on a predetermined schedule;
2. Provide maintenance services for park areas and restrooms both before and after each individual concert, including the proper management of irrigation systems;
3. Provide recycling services for each individual concert through a contract with the Environmental Resource Center.



## City of Ketchum

February 3, 2019

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to Approve Road Closures for Special Events**

#### Recommendation and Summary

Staff is recommending Council to approve the following road closures for two separate special events.

#### **4<sup>th</sup> Street between Spruce and East Avenues – NBS Welcome Party**

City of Ketchum in Partnership with the National Brotherhood of Skiers, March 1 from 3:30 to 4 p.m.

#### **East Avenue between Sun Valley Road and 4<sup>th</sup> Street – Rail Jam**

City of Ketchum in Partnership with Sun Valley Ski Education Foundation, March 14 from 12 a.m. to 10 p.m.

#### **Sun Valley Road between East and Leadville Avenues (Pending ITD Approval) – Tour de Force**

#### **East Avenue between 2<sup>nd</sup> and 4<sup>th</sup> Streets**

Intrepid Events, Tour De Force, July 24 from 4 to 9 p.m.

***“I move to approve the street closure requests for the two City of Ketchum Partnership events and the Tour De Force event.”***

The reasons for the recommendation are as follows:

- The City of Ketchum supports special events.
- The city has assigned designated and non-designated areas for special events.
- Non-designated street closures require approval by City Council.

#### Introduction and History

Designated locations, with a user fee of \$100 per event:

- First Avenue between Sun Valley Road and 4<sup>th</sup> Street
- First Avenue between Sun Valley Road and 2<sup>nd</sup> Street
- First Avenue between 5<sup>th</sup> and 6<sup>th</sup> Streets
- First Avenue between 1<sup>st</sup> and River Streets
- 4<sup>th</sup> Street between Leadville and East Avenues
- Picabo Street between Ritchie Drive and Gates Road
- Washington Avenue between 1<sup>st</sup> and River Streets

Other areas of the city, non-designated locations, require a user fee of \$500 per event and approval for use of the street by City Council.

#### Financial Impact

The partnerships events (NBS Welcome Party and Rail Jam) do not require a fee. Tour de Force has included payment for the road closure with their Special Event application.



City of Ketchum  
City Hall

February 3, 2020

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, ID 83340

Mayor Bradshaw and City Councilors:

**Recommendation to approve Resolution #20-008 relating to Surplus Property;  
declaring certain property of the City to be surplus; and  
authorizing and directing the disposal of the surplus property.**

**Recommendation and Summary**

Staff is recommending the Council adopt Resolution 20-008 declaring certain property of the City to be surplus and authorizing disposal with the following motion:

**"I move to adopt Resolution 20-008 declaring personal property in Exhibit A as surplus property, and authorizing staff to dispose of items that cannot otherwise be donated or auctioned."**

The reasons for the recommendation are as follows:

- City staff continuously review City-owned assets that are no longer used or are reaching the end of life to determine if they are surplus and can be disposed of.

Introduction and History

The City of Ketchum continuously reviews assets owned and managed by the City. When assets are no longer in use, or are reaching the end of their useful life, the Administrative Services Department works with other departments to develop a list of items that are no longer in current use. The City of Ketchum's policy is to sell, donate, or dispose of surplus property.

Analysis

The items on the attached list have all reached the end of their useful life and staff is requesting approval to dispose of the items once they are declared surplus. Certain items will not be available for public sale due to their specialized nature as law enforcement equipment.

The two automobiles are available for surplus due to the placement into service of the police vehicle approved for purchase at the May 20, 2019, Ketchum City Council meeting and also a reduction in the number of vehicles used in the community service function. These two changes have resulted in the Streets and Facilities Maintenance Department receiving two vehicles and seeking to dispose of two older vehicles.

Financial Impact

To the extent that the City is able to auction the equipment, a small revenue gain may occur.

Attachments

- Resolution 20-008 and Exhibit A

**RESOLUTION NO. 20-008**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO RELATING TO SURPLUS PERSONAL PROPERTY; DECLARING CERTAIN PERSONAL PROPERTY OF THE CITY TO BE SURPLUS; AUTHORIZING AND DIRECTING THE DISPOSAL OF THE SURPLUS PROPERTY; PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Ketchum, Idaho (“City”) has acquired certain personal property for the purpose of carrying out services in the public interest; and

WHEREAS, certain items of personal property of the City have become damaged beyond repair or obsolete and are no longer needed by the City; and

WHEREAS, the City Council has deemed it unnecessary to maintain ownership of surplus personal property specifically listed and described in **Exhibit A** attached hereto and by this reference incorporated herein (“surplus property”); and

WHEREAS, the City Council desires to dispose of the surplus property listed in **Exhibit A**.

NOW, THEREFORE, it is hereby RESOLVED by the City Council of the City of Ketchum, Idaho as follows:

Section 1: The City Council finds and declares that the City no longer has a use for the property listed and described in **Exhibit A**. The City Council further finds and declares that the property is surplus and has minimal saleable value because of condition or obsolescence.

Section 2: The City Clerk is hereby authorized to dispose of the surplus property.

Section 3: This Resolution shall take effect and be in force immediately upon its passage and approval.

Passed and approved this 2<sup>nd</sup> day of February 2020.

CITY OF KETCHUM

\_\_\_\_\_  
Neil Bradshaw, Mayor

ATTEST

\_\_\_\_\_  
Robin Crotty, City Clerk



### Exhibit A - Surplus Items

Department	Item	Notes
S&FM	2007 Dodge R15 Pick-up	VIN: 1D7HU18237J602551
S&FM	2001 Dodge Dakota	VIN: 1B7GG2AX01S192057
Police	Antenna (x9)	No Public Sale
Police	Audio Vision Dash TV	No Public Sale
Police	Axe/Bar Holder	No Public Sale
Police	Blue/Amber Lights (x2)	No Public Sale
Police	Blue/Red Lights (4)	No Public Sale
Police	Car Radio (x2)	No Public Sale
Police	Code 3 Speaker (x3)	No Public Sale
Police	Code3 Red/Blue Light	No Public Sale
Police	Vehicle Cage for Expedition	No Public Sale
Police	Handheld Mic	No Public Sale
Police	Hazmat Book	No Public Sale
Police	iCop Camera (x8)	No Public Sale
Police	iCop Component Cover (x6)	No Public Sale
Police	iCop Computer (x4)	No Public Sale
Police	iCop Mics (x6)	No Public Sale
Police	Lighted STOP/Slow Sign	No Public Sale
Police	Locking Gun Rack (x2)	No Public Sale
Police	Mobile Command Desk	No Public Sale
Police	Motoral Maratracs (x2)	No Public Sale
Police	MPH Radar Set	No Public Sale
Police	Power Unit (x3)	No Public Sale
Police	Python Radar Unit (x4)	No Public Sale
Police	Python Radar Sensors (x8)	No Public Sale
Police	Radar Gun	No Public Sale
Police	Radio Battery (x3)	No Public Sale
Police	Red Triangle Lights (x4)	No Public Sale
Police	Set of Hexagon Flashers (x6)	No Public Sale
Police	TV/VCR Remotes (x4)	No Public Sale
Police	Vcon Lights/Siren Module	No Public Sale
Police	Vehicle Mics (x4)	No Public Sale
Police	Wiring Harnesses and Wires	No Public Sale
Police	VHS Tapes (x10)	Blank, unused tapes
Police	Microscope	
Police	Small Pet Carriers (x2)	
Police	Fire Safe	No Key
Police	Tape Deck	
Police	Water Jug	
Police	Video Camera	
Police	Wireless telephone headset	Inoperable



## City of Ketchum

February 3, 2020

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

**Recommendation to: (1) review and approve both the Preliminary Plat and Planned Unit Development CUP Findings of Fact, Conclusions of Law, Order of Decision for PEG Ketchum Hotel, LLC and (2) continue the development agreement portion of the public hearing until the Council's Regular Hearing of March 16, 2020**

### Recommendation and Summary

Consistent with Motions 1, 2 and 3 from the Ketchum City Council's action on January 21, 2020 regarding the PEG Ketchum Hotel, LLC's applications, the city attorney and planning staff have prepared Findings of Fact, Conclusions of Law, Order of Decision (Findings) of the City Council for the City Council's consideration, approval and adoption.

Two sets of Findings have been prepared for council consideration and approval. These include: (1) Preliminary Plat Findings and (2) Planned Unit Development CUP Findings. See Attachments E.2.A and E.4.A.

Staff recommends the council approve both sets of Findings consistent with the following motions:

- Move to Approve the PEG Preliminary Plat and authorize the mayor to sign the Attachment E.2.A Findings dated 2/3/20
- Move to Approve the PEG Planned Unit Development CUP and authorize the mayor to sign the Attachment E.4.A Findings dated 2/3/20

Staff also recommends that the Council adopt the following motion:

- Move to continue the public hearing portion of the Development Agreement for the PEG Ketchum Hotel until March 16, 2020

This date will provide staff and the city attorney time to continue to work on the Development Agreement and possibly to integrate recommendations of the Planning and Zoning Commission on the pending PEG Hotel Project Design Review, which is tentatively scheduled to be heard by the Ketchum Planning and Zoning Commission on February 24, 2020.

### Attachments

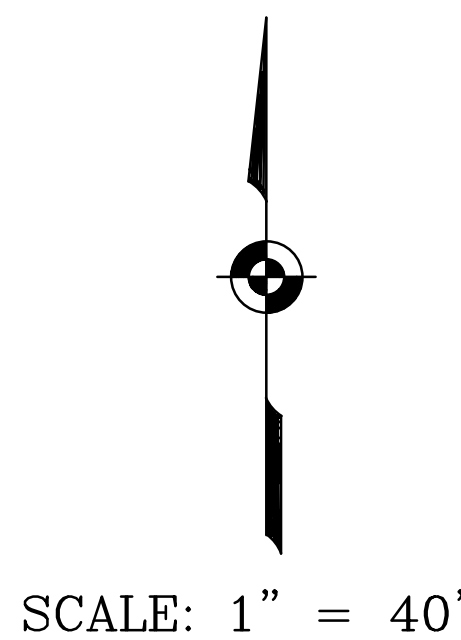
- **Attachment E.2.A** - Preliminary Plat Findings dated 2/3/20
- **Attachment E.4.A** - Planned Unit Development CUP Findings dated 2/3/20

**Note: All documents related to the PEG Hotel project can be found by visiting <https://ketchumidaho.org/ketchumboutiquehotel>**

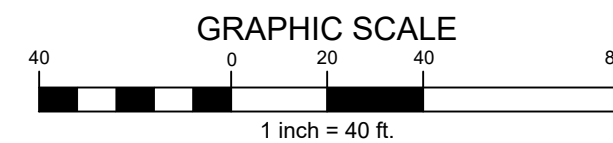
**Attachment E.2.A –  
Preliminary Plat Findings dated 2/3/20**

A PLAT SHOWING  
**LOT 3A, BLOCK 82, KETCHUM TOWNSITE**  
 WHEREIN THE LOT LINES OF LOTS 1 & 2, BLOCK 82, ARE VACATED, CREATING LOT 3A  
 LOCATED WITHIN SECTION 18, T.4 N., R.18 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

JUNE 2019

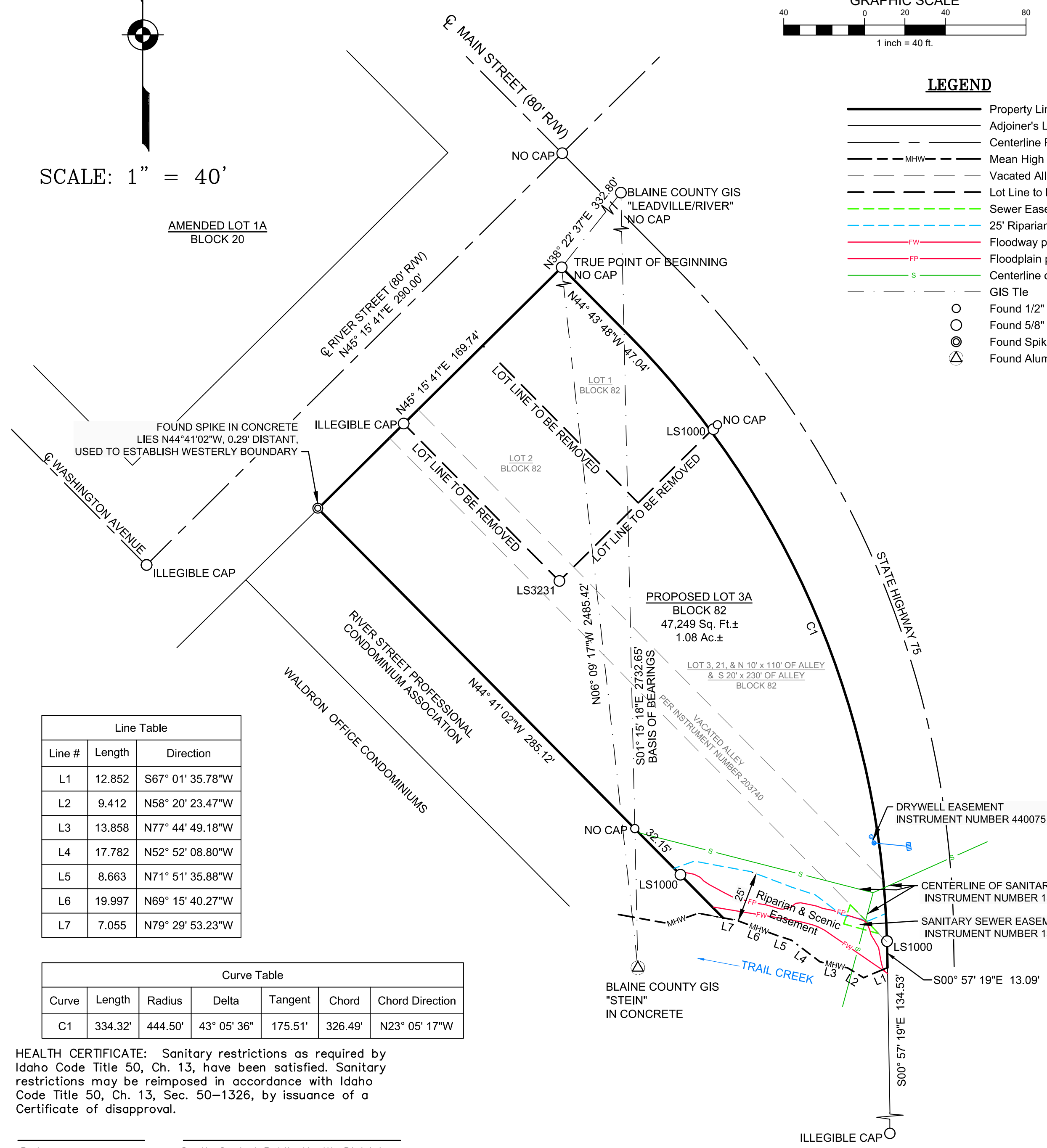


SCALE: 1" = 40'



**LEGEND**

- Property Line
- Adjoiner's Lot Line
- Centerline Right of Way
- Mean High Water
- Vacated Alley under Instrument Number 203740
- Lot Line to be Vacated
- Sewer Easement as Shown
- 25' Riparian Setback
- Floodway per FEMA 2010 Study
- Floodplain per FEMA 2010 Study
- Centerline of 10' wide Sewer Easment
- GIS Tie
- Found 1/2" Rebar
- Found 5/8" Rebar
- Found Spike in Concrete
- Found Aluminum Cap in Concrete



Line Table		
Line #	Length	Direction
L1	12.852	S67° 01' 35.78"W
L2	9.412	N58° 20' 23.47"W
L3	13.858	N77° 44' 49.18"W
L4	17.782	N52° 52' 08.80"W
L5	8.663	N71° 51' 35.88"W
L6	19.997	N69° 15' 40.27"W
L7	7.055	N79° 29' 53.23"W

Curve Table						
Curve	Length	Radius	Delta	Tangent	Chord	Chord Direction
C1	334.32'	444.50'	43° 05' 36"	175.51'	326.49'	N23° 05' 17"W

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

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

**SURVEY NARRATIVE & NOTES**

1. The purpose of this survey is to vacate the lot lines of Lots 1 & 2, Block 82, Ketchum Townsite, creating Lot 3A, Block 82, Ketchum Townsite, and show the monuments found during the boundary retracement of the following parcels of land:

- Lot 1 in Block 82, of the Village of Ketchum, as shown on the certified copy of the official map thereof, recorded as Instrument No. 302967, records of Blaine County, Idaho,
- Lot 2 in Block 82 of the Village of Ketchum, as shown on the certified copy of the official map thereof, recorded as Instrument No. 302967, records of Blaine County, Idaho; together with the Northeastery one-half (1/2) of the alley in Block 82, adjacent and contiguous to Lot 2, Block 82, Original Townsite of Ketchum, Idaho,
- Lot 3 and all that portion of Lots 21 and 22 lying westerly of State Highway 75, in Block 82 of the Village of Ketchum, as shown on the certified copy of the official map thereof, recorded as Instrument No. 302967, records of Blaine County, Idaho; together with the Southwestery one-half (1/2) of the alley in Block 82, adjacent and contiguous to Lot 3, Block 82 and the Northeastery one-half (1/2) of the alley in Block 82, adjacent and contiguous to Lots 21 and 22, Original Townsite of Ketchum, Idaho.

The Boundary shown is based on found centerline monuments, found lot corner monuments, and the following documents:

- The Village of Ketchum, Instrument Number 302967, records of Blaine County, Idaho.
- The Record of Survey for Ketchum Medical Clinic, Instrument Number 315647, records of Blaine County, Idaho.
- The Idaho Transportation Department plans for the State Highway.

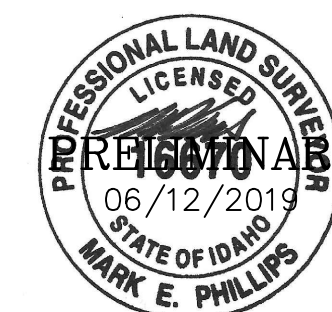
The Southerly Boundary along Trail Creek is a Riparian Boundary, based on the Village of Ketchum plat, which will accrete and relict in time, following the northerly bank of Trail Creek. The current Mean High Water is shown as the Riparian Boundary.

Additional documents used in the course of this survey include;

- River Street Professional Condominium Association, Instrument Number 269006, records of Blaine County, Idaho.
- Replat of Block 83, Original Town of Ketchum, Instrument Number 210798, records of Blaine County, Idaho.
- Record of Survey showing A Portion of Lot 22, Block 82, & Tax Lot 6072, Instrument Number 421738, records of Blaine County, Idaho.
- Trail Creek Crossing Condominiums, Instrument Number 536460, records of Blaine County, Idaho.
- Apsey Subdivision, Instrument Number 180600, records of Blaine County, Idaho.
- A Replat of Andora Villa No. 3 Common Area, Instrument Number 448860, records of Blaine County, Idaho.
- Andora Villa No. 3, Instrument Number 186909, records of Blaine County, Idaho.
- Record of Survey for Darryl McMillen, Instrument Number 189027, records of Blaine County, Idaho.
- State Highway Right of Way Deeds

2. At this time discrepancies exist along the State Highway 75 boundary based on found monuments and the above listed surveys. ITD does not currently have a Land Surveyor on staff to be able to resolve said discrepancies. Based on their schedule for an upcoming Highway improvement project, a Surveyor for ITD will be under contract by mid-July. When the ITD Surveyor is under contract, we will coordinate with them and possibly adjust the boundary along State Highway 75. The boundary shown hereon along State Highway 75 is in the most conservative location per all of the identified information. If a change is made in the future, it will push to the east, giving Lot 3A more area.

3. This survey does not purport to reflect any of the following which may be applicable to subject real property: natural hazards, encroachments, wetlands, easements, building setbacks, restrictive covenants, subdivision restrictions, zoning or any other land-use regulations.



LOT 3A, BLOCK 82  
 KETCHUM TOWNSITE  
 GALENA ENGINEERING, INC.  
 HAILEY, IDAHO

SHEET 1 OF 2

Job No. 6003-05



City of Ketchum  
Planning & Building

IN RE:	)	
	)	
PEG Ketchum Hotel, LLC	)	<b>KETCHUM CITY COUNCIL</b>
Lot 3A, Block 82	)	<b>FINDINGS OF FACT, CONCLUSIONS OF LAW AND</b>
Subdivision	)	<b>DECISION</b>
	)	
File Number: 19-064	)	
	)	

**BACKGROUND FACTS**

**PROJECT:** Lot 3A, Block 82, Ketchum Townsite

**OWNER:** PEG Ketchum Hotel LLC

**REPRESENTATIVE:** Galena Engineering

**REQUEST:** The applicant proposes to combine three parcels (251 S. Main Street – Ketchum Townsite Lots 3, 21, FR 22 Blk 82 N 10’ x 110’ of alley S 20’ x 230’ of alley, 260 E. River Street – Ketchum Townsite Lot 2 Block 82 10’ x 110’ of alley, and 280 E. River Street – Ketchum Townsite Lot 1 Block 82) into one lot, referenced herein as Lot 3A, Block 82, Ketchum Townsite (“new Lot 3A”).

**PUBLIC NOTICE:** Legal notice with the city’s newspaper of record and for adjoining landowners within 300’ was in compliance with the 15 day and 10 day notice requirements. Notice to neighbors and political subdivisions and publication in the *Idaho Mountain Express* occurred on 19/18/19. On-site notice posting on the premises occurred on 9/30/19.

**ZONING:** The property is zoned Tourist (T) with Floodplain/Waterways Design Review overlay.

**FINDINGS OF FACT**

1. The applicant proposes to combine three parcels into a new Lot 3A, Block 82, Ketchum Townsite.
2. The proposal is subject to the City Subdivision requirements as set forth in Title 16, Chapter 16.04 of the Ketchum Municipal Code (“KMC”).

3. The application meets the definition of “readjustment of lot line” as set forth in Title 16, Chapter 16.04.030.L.
4. Applicant has submitted a Master Plan as part of its Planned Unit Development application, pursuant to Title 16, Chapter 16.08. Subject Master Plan includes a request for waiver or deferral of requirements (KMC §16.08.070.F).
5. Consistent with §16.08.070.F, Applicant requests city allow building permit issuance prior to final plat recordation and defer the requirements of KMC §16.04.030.H, which states that “No building permit shall be issued with regard to any parcel of land within a proposed subdivision until the final plat has been recorded.”
6. As set forth in the Applicant’s PUD application and Master Plan, waivers are requested to the following dimensional standard provisions: side yard setbacks, height requirements, and floor area ratio.
7. Details of the Applicant’s Master Plan are set forth in Attachment B. Included in Attachment B is Galena Engineers plat map showing a new Lot 3A, which combines the three existing lots owned by the Applicant within Block 82 of the Ketchum Townsite Plat into one larger lot. Subject map was prepared by Galena Engineers and was stamped by Mark Phillips on 6/12/2019.
8. New Lot 3A is 47,249 square feet and exceeds the minimum Tourist zone lot size of 8,000 square feet. Further, the property exceeds the eighty-foot (80’) minimum lot width established for the Tourist zone and includes the required twenty-five foot (25’) Riparian and Scenic Easement from the Ordinary High Water Mark (“OHWM”) established by the KMC for building setbacks along Trail Creek.
9. The following provides the Ketchum City Council’s findings regarding the new Lot 3A subdivision plat within the City.

**Table 1: Zoning Standards Analysis**

Compliance with Zoning Standards				
Compliant			Standards and Staff Comments	
Yes	No	N/A	Guideline	City Standards and Staff Comments
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.030	<b>Minimum Lot Area: 9,000 square feet minimum.</b>
			<i>Staff Comment</i>	<i>New Lot 3A is 47,249 square feet</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.030	<b>Building Coverage</b>
			<i>Staff Comment</i>	<i>A Planned Unit Development Application, pursuant to Title 16, Chapter 16.08 Project proposes a waiver to the FAR requirements consistent with KMC §17.124040 and, subject to approval of the PUD application with conditions, complies with this zoning standard.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.030	<b>Minimum Building Setbacks</b> <b>Minimum:</b> <i>Front: 15’</i> <i>Side: &gt; of 1’ for every 2’ in building height, or 10’, whichever is greater</i> <i>Trail Creek/Rear: 25’</i>

				State Highway 75: 25' to 32' (varies)
			<i>Staff Comment</i>	The Project proposes a waiver to the side yard setback requirements and, subject to approval of the PUD application with conditions, complies with this provision of the Tourist zoning standard.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.030	<b>Building Height</b> <b>Maximum Permitted: 35' or greater for hotels</b>
			<i>Staff Comment</i>	The Project proposes a waiver to the height/4-story Tourist zone requirements for hotels and, subject to approval of the PUD application with conditions, complies with this zoning standard
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.125. 030.H	<b>Curb Cut Permitted:</b> A total of 35% of the linear footage of any street frontage can be devoted to access off street parking.
			<i>Staff Comment</i>	There are no curb cuts proposed along State Highway 75. The new configuration results in < 35% of the linear footage of street frontage devoted to access the off street parking within the parking garage.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.125.020.A.2 & 17.125.050	<b>Parking Spaces</b> Off-street parking standards of this chapter apply to any new development and to any new established uses.
			<i>Staff Comment</i>	As analyzed by staff and consistent with §17.125 of the KMC, the Project has adequate parking for the proposed uses on the property.

**Table 2: Plat Requirements**

Plat Requirements				
Compliant			Standards and Staff Comments	
Yes	No	N/A	City Code	City Standards and <i>Staff Comments</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.C.1	The subdivider shall file with the administrator copies of the completed subdivision application form and preliminary plat data as required by this chapter.
			<i>Staff Comments</i>	The application has been reviewed and determined to be complete.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I	<b>Contents Of Preliminary Plat:</b> The preliminary plat, together with all application forms, title insurance report, deeds, maps, and other documents reasonably required, shall constitute a complete subdivision application. 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:
			<i>Staff Comments</i>	All required materials for the Subdivision Plat application have been submitted.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .1	<b>The scale, north point and date.</b>
			<i>Staff Comments</i>	This standard has been met.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .2	<b>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.</b>
			<i>Staff Comments</i>	This standard has been met.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .3	<b>The name and address of the owner of record, the subdivider, and the engineer, surveyor, or other person preparing the plat.</b>
			<i>Staff Comments</i>	This standard shall be met with the Final Plat with the signed Certificate of Ownership.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .4	<b>Legal description of the area platted.</b>
			<i>Staff Comments</i>	This standard has been met.

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.I .5</b>	<b>The names and the intersecting boundary lines of adjoining subdivisions and parcels of property.</b>
			<i>Staff Comments</i>	<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.I .6</b>	<b>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.</b>
			<i>Staff Comments</i>	<i>This standard has been met. The Subdivision Plat indicates contour lines at 1 ft intervals.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.I.7</b>	<b>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.</b>
			<i>Staff Comments</i>	<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.I .8</b>	<b>Boundary description and the area of the tract.</b>
			<i>Staff Comments</i>	<i>The legal description appears on the Plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.I .9</b>	<b>Existing zoning of the tract.</b>
			<i>Staff Comments</i>	<i>Each of the affected lots are located in the Tourist Zoning District.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.I .10</b>	<b>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.</b>
			<i>Staff Comments</i>	<i>Subject items are reflected on the plat.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.030.I .11</b>	<b>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.</b>
				<i>No land for common or public use is required or proposed.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.I .12</b>	<b>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.</b>
			<i>Staff Comments</i>	<i>The plat indicates the existing locations of all utilities. An encroachment permit will be required for all improvements to public right of way. A full utility plan will be required prior to final plat recordation and infrastructure construction.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.I .13</b>	<b>The direction of drainage, flow and approximate grade of all streets.</b>
			<i>Staff Comments</i>	<i>These details are indicated. An encroachment permit will be required for all improvements to public right of way. A full utility plan will be required prior to final plat recordation and infrastructure construction.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.I .14</b>	<b>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.</b>
			<i>Staff Comments</i>	<i>Drainage infrastructure exists within Idaho Transportation Department (ITD) right of way (ROW) near the SE corner of the property. This and related infrastructure are shown on the plat, including a drywell easement (instrument #440075) and two sanitary sewer easement (instrument #130085 and 130089). Also, a proposed new twenty-five foot (25') riparian and scenic easement is shown on the plat. Any work in this area is subject to separate floodplain rules and regulations.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.I .15</b>	<b>All percolation tests and/or exploratory pit excavations required by state health authorities.</b>
			<i>Staff Comments</i>	<i>Applicant has submitted results of percolation and related tests.</i>



<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.030.I .16</b>	<b>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.</b>
			<i>Staff Comments</i>	<i>N/A</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.I .17</b>	<b>Vicinity map drawn to approximate scale showing the location of the proposed subdivision in reference to existing and/or proposed arterials and collector streets.</b>
			<i>Staff Comments</i>	<i>This has been provided.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.I .18</b>	<b>The boundaries of the floodplain, floodway and avalanche zoning district shall also be clearly delineated and marked on the preliminary plat.</b>
			<i>Staff Comments</i>	<i>New Lot 3A is located within the City's Floodplain Overlay District. The applicant has included an easement on the plat to protect this area.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.I .19</b>	<b>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.</b>
			<i>Staff Comments</i>	<i>KMC §16.040.020 defines Building Envelope as, "the site for location of a structure delineated on a preliminary plat and final plat within which the entire building must be constructed. A building envelope shall conform to all minimum zoning ordinance requirements and requirements of this chapter." This application is a minor amendment to shift an interior boundary line in order to for the Applicant to not build over existing lot lines. Applicant has shown a new easement to assure no building is constructed within 25' of Trail Creek. A building envelope ("BE") will be reflected on the final plat consistent with the approved final Agreement for the Project. Subject BE will reflect the Council's final approval on corner lot radii sight line requirements and side yard setbacks. The BE shall not encroach within 25' of Trail Creek or the edge of ITD ROW.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.I .20</b>	<b>Lot area of each lot.</b>
			<i>Staff Comments</i>	<i>The areas of each lot are indicated on the Plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.I .21</b>	<b>Existing mature trees and established shrub masses.</b>
			<i>Staff Comments</i>	<i>Existing mature trees and established shrub masses exist on the Property. Subject vegetation along Trail Creek helps provide important habitat and benefits to the stream. Mature trees along River Street provide a visual buffer for the old, dilapidated structures. A landscaping plan has been submitted for the Project, as well as a separate Floodplain Development Permit. The removal of existing mature trees and/or established shrub masses is subject to approval and adoption of the Applicant's landscape plan through the Design Review and/or Floodplain Development Permit process.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.I .22</b>	<b>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.</b>
			<i>Staff Comments</i>	<i>A current title report and a copy of the both owners' recorded deed to the subject properties were included in the Plat application submittal.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.I .23</b>	<b>Three (3) copies of the preliminary plat shall be filed with the administrator.</b>
			<i>Staff Comments</i>	<i>A digital copy for reproduction was submitted with the application. Therefore, Staff required only one (1) full size copy of the preliminary plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.040.A</b>	<b>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.</b>

				<p>Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city. Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.</p>
			<b>Staff Comments</b>	<p>The property is served by city water and sewer services, as well as other public and private utilities (TV, gas, electric, etc). Also serving new Lot 3A is an existing six-foot (6') wide sidewalk within ITD ROW. Subject sidewalk width is less than the current eight-foot (8') wide city sidewalk standard. Further, no sidewalks exist for the Property along River Street, which also has an eight-foot (8') wide sidewalk requirement. An encroachment permit from ITD as well as the City will be required for all improvements to public right of way, including the construction of a sidewalk not less than eight-feet (8') in width along River Street. As a condition of Plat approval, subject sidewalk shall be installed prior to final plat recordation unless otherwise approved by the Ketchum City Council.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.040.B</b>	<p><b>Improvement Plans:</b> Prior to approval of final plat by the commission, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.</p>
			<b>Staff Comments</b>	<p>Subject plans are required.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.040.C</b>	<p>Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather conditions or other factors beyond the control of the subdivider, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be one year or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.</p>
			<b>Staff Comments</b>	<p>Subject plans and sidewalk improvement is required.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.040.D</b>	<p><b>As Built Drawing:</b> Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification</p>

				to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.
				<i>Subject plans are required.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.E	<p><b>Monumentation:</b> Following completion of construction of the required improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows:</p> <ol style="list-style-type: none"> <li>1. All angle points in the exterior boundary of the plat.</li> <li>2. All street intersections, points within and adjacent to the final plat.</li> <li>3. All street corner lines ending at boundary line of final plat.</li> <li>4. All angle points and points of curves on all streets.</li> <li>5. The point of beginning of the subdivision plat description.</li> </ol>
			<b>Staff Comments</b>	<i>Monumentation required.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.F	<p><b>Lot Requirements:</b></p> <ol style="list-style-type: none"> <li>1. Lot size, width, depth, shape and orientation and minimum building setback lines shall be in compliance with the zoning district in which the property is located and compatible with the location of the subdivision and the type of development, and preserve solar access to adjacent properties and buildings.</li> <li>2. Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contains land with a slope in excess of twenty five percent (25%), based upon natural contours, or creates corner lots at the intersection of two (2) or more streets, building envelopes shall be shown for the lot(s) so affected on the preliminary and final plats. The building envelopes shall be located in a manner designed to promote harmonious development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. Also, building envelopes shall be located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, watercourses and topographical features. Structures may only be built on buildable lots. Lots shall only be created that meet the definition of "lot, buildable" in section 16.04.020 of this chapter. Building envelopes shall be established outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following: <ol style="list-style-type: none"> <li>a. For lot line shifts of parcels that are entirely within slopes of twenty five percent (25%) or greater to create a reasonable building envelope, and mountain overlay design review standards and all other city requirements are met.</li> <li>b. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section.</li> </ol> </li> <li>3. Corner lots shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use.</li> <li>4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.</li> <li>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</li> </ol>

				<p>zoning districts. Should a double frontage lot(s) be created out of necessity, then such lot(s) shall be reversed frontage lot(s).</p> <p>6. Minimum lot sizes in all cases shall be reversed frontage lot(s).</p> <p>7. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat.</p>
			<b>Staff Comments</b>	<p><i>The Project complies with each of these requirements. A building envelope ("BE") will be reflected on the final plat consistent with the approved final Agreement for the Project. Subject BE will reflect the Council's final approval on FAR, corner lot radii sight line requirements, and front/side yard setbacks. The BE shall not encroach within 25' of Trail Creek or the edge of ITD ROW.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.G</b>	<p><b>G. Block Requirements:</b> The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</p> <ol style="list-style-type: none"> <li>1. No block shall be longer than one thousand two hundred feet (1,200'), nor less than four hundred feet (400') between the street intersections, and shall have sufficient depth to provide for two (2) tiers of lots.</li> <li>2. Blocks shall be laid out in such a manner as to comply with the lot requirements.</li> <li>3. The layout of blocks shall take into consideration the natural topography of the land to promote access within the subdivision and minimize cuts and fills for roads and minimize adverse impact on environment, watercourses and topographical features.</li> <li>4. Corner lots shall contain a building envelope outside of a seventy-five foot (75') radius from the intersection of the streets.</li> </ol>
			<b>Staff Comments</b>	<p><i>This application does not create a new block. This requirement is not applicable. Notwithstanding, a Building Envelope ("BE") will be reflected on the final plat consistent with the approved final Agreement for the Project. Subject BE will reflect the Council's final approval on corner lot radii sight line requirements.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.040.H</b>	<p><b>Street Improvement Requirements:</b></p> <ol style="list-style-type: none"> <li>1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land;</li> <li>2. All streets shall be constructed to meet or exceed the criteria and standards set forth in chapter 12.04 of this code, and all other applicable ordinances, resolutions or regulations of the city or any other governmental entity having jurisdiction, now existing or adopted, amended or codified;</li> <li>3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad or limited access highway right of way, the council may require a frontage street, planting strip, or similar design features;</li> <li>4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods;</li> <li>5. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven percent (7%) so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing;</li> </ol>

			<p>6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated;</p> <p>7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended;</p> <p>8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;</p> <p>9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);</p> <p>10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;</p> <p>11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;</p> <p>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</p> <p>13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the commission before submitting same to council for preliminary plat approval;</p> <p>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</p> <p>15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;</p> <p>16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;</p> <p>17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement;</p> <p>18. Street lighting may be required by the commission or council where appropriate and shall be installed by the subdivider as a requirement improvement;</p>
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				<p>19. Private streets may be allowed upon recommendation by the commission and approval by the council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section;</p> <p>20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the administrator and shall be consistent with the type and design of existing street signs elsewhere in the city;</p> <p>21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by the subdivider. Such construction or improvement shall be in accordance with adopted standard specifications;</p> <p>22. Sidewalks, curbs and gutters may be a required improvement installed by the subdivider; and</p> <p>23. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights of way unless approved by the city council.</p>
			<b>Staff Comments</b>	<i>The Project does not create a new street. With the exception of Street lighting these standards are not applicable. Street lighting in compliance with City standards is required of the Applicant consistent with this standard.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.I	<p><b>Alley Improvement Requirements:</b> Alleys shall be provided in business, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead end alleys shall be prohibited. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.</p>
			<b>Staff Comments</b>	<i>This proposal does not create a new alley. This standard is not applicable.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.J	<p><b>Required Easements:</b> Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.</p> <p>1. A public utility easement at least ten feet (10') in width shall be required within the street right of way boundaries of all private streets. A public utility easement at least five feet (5') in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the city engineer to be necessary for the provision of adequate public utilities.</p> <p>2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse.</p> <p>3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the council may require an extension of that</p>

				<p>easement along the portion of the riverbank which runs through the proposed subdivision.</p> <p>4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion.</p> <p>5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.</p> <p>6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the city.</p>
			<b>Staff Comments</b>	<i>A ten-foot (10') fishermen's easement needs to be shown on the plat in accordance with subsection 3 herein. The required twenty-five foot (25') riparian and scenic easement along Trail Creek is established in accordance with subsection 4. Standards #1,2, 5 &amp; 6 are not applicable.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.K</b>	<p><b>Sanitary Sewage Disposal Improvements:</b> Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the city engineer, council and Idaho health department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho department of health and the council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety and welfare.</p>
			<b>Staff Comments</b>	<i>N/A as the existing development connects to the public sewage system.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.L</b>	<p><b>Water System Improvements:</b> A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the city under the supervision of the Ketchum fire department and other regulatory agencies having jurisdiction. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall be permitted. All water systems shall be connected to the municipal water system and shall meet the standards of the following agencies: Idaho department of public health, Idaho survey and rating bureau, district sanitarian, Idaho state public utilities commission, Idaho department of reclamation, and all requirements of the city.</p>
			<b>Staff Comments</b>	<i>N/A as water system improvements are existing.</i>

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.M</b>	Planting Strip Improvements: Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.
			<i>Staff Comments</i>	<i>This standard is not applicable.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.040.N</b>	<p>Cuts, Fills, And Grading Improvements: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following:</p> <ol style="list-style-type: none"> <li>1. A preliminary soil report prepared by a qualified engineer may be required by the commission and/or council as part of the preliminary plat application.</li> <li>2. Preliminary grading plan prepared by a civil engineer shall be submitted as part of all preliminary plat applications. Such plan shall contain the following information: <ol style="list-style-type: none"> <li>a. Proposed contours at a maximum of five foot (5') contour intervals.</li> <li>b. Cut and fill banks in pad elevations.</li> <li>c. Drainage patterns.</li> <li>d. Areas where trees and/or natural vegetation will be preserved.</li> <li>e. Location of all street and utility improvements including driveways to building envelopes.</li> <li>f. Any other information which may reasonably be required by the administrator, commission or council to adequately review the affect of the proposed improvements.</li> </ol> </li> <li>3. Grading shall be designed to blend with natural landforms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways.</li> <li>4. Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for open space for the benefit of future property owners within the subdivision.</li> <li>5. Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction. Until such times as such revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion.</li> <li>6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply: <ol style="list-style-type: none"> <li>a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability.</li> <li>b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHO T99 (American Association of State Highway Officials) and ASTM D698 (American standard testing methods).</li> </ol> </li> </ol>



				<p>c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability.</p> <p>d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or where fill slope toes out within twelve feet (12') horizontally of the top and existing or planned cut slope.</p> <p>e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.</p>
			<b>Staff Comments</b>	<i>The Applicant has submitted a soils report and landscaping plan for the Project. As conditioned herein, prior to grading occurring on the new Lot 3A, City approval of the Applicant's grading, drainage and landscaping construction drawings is required. Subject construction drawings shall be consistent in concept with approved Design Review, Encroachment Permit, and related drawings.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.040.O</b>	<b>Drainage Improvements:</b> The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the city on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders.
			<b>Staff Comments</b>	<i>Prior to grading occurring on the new Lot 3A, City approval of the Applicant's grading, drainage and landscaping construction drawings is required. Subject construction drawings shall be consistent in concept with approved Design Review, Encroachment Permit, and related drawings.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.P</b>	<b>Utilities:</b> In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.
			<b>Staff Comments</b>	<i>N/A as the subject property is served by existing utilities.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.Q</b>	<b>Off Site Improvements:</b> Where the offsite impact of a proposed subdivision is found by the commission or council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to final plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.
			<b>Staff Comments</b>	<i>No off-site improvements are required as a condition of platting new Lot 3A.</i>

## CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation organized under Article XII of the Idaho Constitution and the laws of the State of Idaho, Title 50, Idaho Code.
2. Under Chapter 65, Title 67 of the Idaho Code, the City has passed a land use and subdivision ordinance, Title 16.
3. The City of Ketchum Planning Department provided adequate notice of the time, place and summary of the applicant's proposal to be heard by the Council for review of this application.
4. The proposed plat does meet the standards of approval under Title 16, Chapter 16.04, subject to conditions of approval.
5. Approval is granted for the combination of three parcels (251 S. Main Street – Ketchum Townsite Lots 3, 21, FR 22 Blk 82 N 10' x 110' of alley S 20' x 230' of alley, 260 E. River Street – Ketchum Townsite Lot 2 Block 82 10' x 110' of alley, and 280 E. River Street – Ketchum Townsite Lot 1 Block 82) into one lot, referenced as Lot 3A, Block 82, Ketchum Townsite, as stamped by Mark Phillips with Galena Engineers on 6/12/2019.

## DECISION

**THEREFORE**, the Ketchum Planning & Zoning **recommends for approval** to the Ketchum City Council the request of PEG Ketchum Hotel LLC to reconfigure subject lots as depicted on the 6/12/2019 Plat prepared by Galena Engineers consistent with the following fifteen (15) conditions of approval.

1. Subject to City Council approval of the Master Plan and PUD, including deferment of the final plat Time Limitations set forth in KMC §16.04.030.H, the Applicant may be issued a building permit prior to final plat recordation and shall record the new Lot 3A plat concurrently with a Certificate of Occupancy being issued by the City for the Project;
2. The recorded plat shall show a minimum of two Blaine County Survey Control Monuments with ties to the property and an inverse between the two monuments. The Survey Control Monuments shall be clearly identified on the face of the map;
3. An electronic CAD file shall be submitted to the City of Ketchum prior to final plat signature by the City Clerk. The electronic CAD file shall be submitted to the Blaine County Recorder's office concurrent with the recording of the Plat containing the following minimum data:
  - a. Line work delineating all parcels and roadways on a CAD layer/level designated as "parcel";
  - b. Line work delineating all roadway centerlines on a CAD layer/level designated as "road"; and,
  - c. Line work that reflects the ties and inverses for the Survey Control Monuments shown on the face of the Plat shall be shown on a CAD layer/level designated as "control";
4. All information within the electronic file shall be oriented and scaled to Grid per the Idaho State Plane Coordinate System, Central Zone, NAD1983 (1992), U.S. Survey Feet, using the Blaine

County Survey Control Network. Electronic CAD files shall be submitted in a “.dwg”, “.dgn” or “.shp” format and shall be submitted digitally to the City on a compact disc. When the endpoints of the lines submitted are indicated as coincidental with another line, the CAD line endpoints shall be separated by no greater than 0.0001 drawing units;

5. The applicant shall provide a copy of the recorded final plat with its recorded instrument number to the Department of Planning and Building for the official file on the application;
6. All requirements of the Fire, Utility, Building, Planning and Public Works departments of the City of Ketchum shall be met. All public improvements shall meet the requirements of the Public Works Department;
7. All other provisions of Ketchum Municipal Code, Chapter 16, Subdivision Regulations, and all applicable ordinances rules and regulations of the city and other governmental entities having jurisdiction shall be complied with by the subdivision;
8. The Project proposes waivers to the side yard setbacks, floor area ratio and height requirements and, subject to approval of the PUD application with conditions, complies with each of the Tourist Zone dimensional standards for hotels;
9. An encroachment permit will be required for all improvements to public right of way. A full utility plan will be required prior to final plat recordation and infrastructure construction;
10. A twenty-five foot (25') riparian and scenic easement is shown on the plat. Any work in this area is subject to separate floodplain rules and regulations;
11. A ten-foot (10') fishermen's easement adjacent to the OHWM of Trail Creek needs to be shown and recorded on the plat;
12. A Building Envelope (“BE”) will be reflected on the final plat consistent with the approved final Agreement for the Project. Subject BE will reflect the Council's final approval on FAR, corner lot radii sight line requirements, and side yard setbacks. The BE shall not encroach within 25' of Trail Creek or the edge of ITD ROW;
13. The removal of existing mature trees and/or established shrub masses is subject to approval and adoption of the Applicant's landscape plan through the Design Review and/or Floodplain Development Permit process;
14. An encroachment permit from ITD as well as the City will be required for all improvements to public right of way, including the construction of a sidewalk not less than eight-feet (8') in width along River Street. As a condition of Plat approval, subject sidewalk and street lighting to city standards shall be installed prior to final plat recordation unless otherwise approved by the Ketchum City Council; **and**

15. Prior to grading occurring on the new Lot 3A, City approval of the Applicant’s grading, drainage and landscaping construction drawings is required. Subject construction drawings shall be consistent in concept with approved Design Review, Encroachment Permit, and related drawings.

Findings of Fact **adopted** this 3<sup>rd</sup> day of February 2020.

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Neil Bradshaw, Mayor

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Robin Crotty, City Clerk

**Attachment E.4.A –  
Planned Unit Development CUP Findings dated  
2/3/20**

**BEFORE THE CITY COUNCIL  
OF THE  
CITY OF KETCHUM**

IN RE:	)	FILE NO. <b>P19-063</b>
	)	
PEG KETCHUM HOTEL, LLC	)	<b>FINDINGS OF FACT, CONCLUSIONS OF LAW, ORDER OF DECISION OF THE CITY COUNCIL</b>
Applicant for	)	
Planned Unit Development	)	
Conditional Use Permit	)	

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THE ABOVE ENTITLED MATTER coming before the City Council of the City of Ketchum (the "Council") pursuant to the receipt of the *Findings of Fact, Conclusions of Law, Order of Decision and Recommendation to the City Council* from the Planning and Zoning Commission of the City of Ketchum dated August 12, 2019 (the "P & Z FCDR") which is a Decision and Recommendation of approval of PEG Ketchum Hotel, LLC PUD Project Master Plan (the "PEG PUD Conditional Use Permit Application") subject to terms and conditions of approval as set forth in Section IV therein. Upon receipt of the P & Z FCDR the PEG PUD Conditional Use Permit Application has been processed and was first placed upon the agenda of the Council regular meeting of September 16, 2019 pursuant to Ketchum Municipal Code ("KMC") § 16.08.120 A. The Council having reviewed the entire record before the Ketchum Planning and Zoning Commission (the "P&Z") of the P & Z FCDR and sought additional information and processed the PEG PUD Conditional Use Permit Application and does hereby make and set forth the Record of Proceedings, Findings of Fact, Conclusions of Law, and Order of Decision as follows:

**SECTION 1  
SUBJECT APPLICATIONS and RECORD OF PROCEEDINGS**

- 1.1 PEG Ketchum Hotel, LLC (the "Applicant") submitted an Application for a Planned Unit Development (a "PUD Conditional Use Permit") of a Master Plan inclusive of a request for waivers to minimum lot size, setback (side yards), height, and floor area ratio (FAR) limitations for a hotel development to be constructed and operated on a 1.09-acre site located at the southwest corner of the State Highway 75 and River Street intersection at 280 E. River, (the "Project Site").
- 1.2 The Project Site is located within the Tourist District Zone as designed by KMC § 17.12.010
- 1.3 Applicant originally submitted a Master Plan and, during the course of the proceedings before the Council, subsequently on December 2, 2019 submitted Master Plan Version 2 and subsequently on January 21, 2020 submitted Master Plan Version 3 as part of its PUD Application.

## RECORD OF PROCEEDINGS

The record of the proceedings of the above-referenced matter consists of the following, to-wit:

### 1.1 Exhibits and documents included in this proceeding:

	<i><b>DESCRIPTION OF EXHIBITS AND DOCUMENTS</b></i>
<b>A</b>	P & Z FCDR (true and correct copy of which is attached as Exhibit A)
<b>B</b>	All exhibits identified in the P & Z FCDR and all documents received by the P & Z in the P & Z FCDR and those posted on or before September 11, 2019 to: <a href="https://ketchumidaho.org/sites/default/files/fileattachments/planning_amp_building/project/37921/all_comments_received_by_pz_7.15.19_to_9.11.19.pdf">https://ketchumidaho.org/sites/default/files/fileattachments/planning_amp_building/project/37921/all_comments_received_by_pz_7.15.19_to_9.11.19.pdf</a>
<b>C</b>	All exhibits and documents hereinafter identified were received by the City Council in addition to A and B above stated and are identified by the letter C followed by a number.
<b>C-1</b>	<p>Notice of hearing documents:</p> <p>C-1 Public Hearing September 16, 2019 and October 7, 2019</p> <p>C-1.1 Notice of Public Hearing Before the Ketchum Planning and Zoning Commission on Monday, September 16th, 2019, at 4:00 p.m.</p> <p>C-1.2 Mailing Public Notice Public Hearing Meeting of Ketchum City Council set September 19, 2019</p> <p>C-1.3 Mailing Public Notice Public Hearing meeting of the Ketchum City Council September 16<sup>th</sup> and October 7, 2019</p> <p>C-1.4 2<sup>nd</sup> Mailing Public Notice Public Hearing Meeting of Ketchum City Council September 16<sup>th</sup> and October 7, 2019</p> <p>C-1.5 Planned Unit Development Noticing Checklist/Certification Meeting date 9-16-19 and 10-7-19</p> <p>C-1.6 Development Agreement Noticing Checklist/Certification Meeting date 10-7-19</p> <p>C-1.7 Public Notice – Public Hearing October 7, 2019 Design, Review, Planned Unit Development, Conditional Use Permit, Development Agreement, Readjustment of Lot Lines, and Flood Plain Development</p> <p>C-1.8 Copy of legal notice published Mountain Express on August 28, 2019 for September 16, 2019 public hearing Design, Review, Planned Unit Development, Conditional Use Permit, Development Agreement, Readjustment of Lot Lines, and Flood Plain Development</p> <p>C-1.9 Copy of legal notice published Mountain Express on September 18, 2019 for public hearing on October 7, 2019 Design, Review, Planned Unit Development, Conditional Use Permit, Development Agreement, Readjustment of Lot Lines, and Flood Plain Development</p>

	<p>C-1.10 Affidavit of Publication Idaho Mountain Express of Legal Notice for publication on the 28<sup>th</sup> day of August, 2019 for the hearing on September 16<sup>th</sup></p> <p>C-1.11 Affidavit of Publication Idaho Mountain Express of Legal Notice for publication on the 18<sup>th</sup> day of September, 2019 for the hearing on October 7</p>
<b>C-2</b>	<p>C-2 Documents submissions by the Applicant;</p> <p>C-2.1 Owner's Revised Project Master Plan and Submittal Documents as documented in the staff report dated October 7, 2019 and December 2, 2019, as well as the following January 21, 2020 Ketchum Tribute design updates</p> <p>C-2.2 Top Ten – Project Updates</p> <p>C-2.3 New Maps and Information (since PZ approval on 8/12/19)</p> <ul style="list-style-type: none"> <li>• Hales Engineering Access Memorandum, Dated 8/13/19</li> <li>• In-Group Hospitality Parking Plan, Dated 8/26/19</li> </ul> <p>C-2.4 Following Ketchum Tribute Design Update Drawings, Dated 10/7/19</p> <ul style="list-style-type: none"> <li>• Tribute Portfolio</li> <li>• Council Update</li> <li>• Architectural Site Plan</li> <li>• Landscape Plan</li> <li>• Floor Plans (Each Level)</li> <li>• Contextual Elevations (5 Drawings)</li> <li>• Project Perspectives from NE, NW, SE, NE, N &amp; Rooftop Bar</li> <li>• Waiver Supporting Exhibits <ul style="list-style-type: none"> <li>○ Minimum Lot Size for PUD</li> <li>○ Floor Area Ratio</li> <li>○ Average Setbacks</li> <li>○ Height / Contextual Elevations</li> </ul> </li> <li>• Planning &amp; Zoning Comments</li> <li>• PZ Response</li> </ul> <p>C-2.5 Master Plan Version No. 1 Submitted with the Applicant's Application and approved by the Planning and Zoning Commission on August 12, 2019</p> <p>C-2.6 Master Plan Version No. 2: dated December 2, 2019 with changes summarized in Staff Report submitted by Applicant for Council hearing on December 2, 2019 and including in the December 2, 2019 Council Packet</p> <p>C-2.7 Master Plan Version No. 3: Summary in Staff Report and in Exhibits January 21, 2019 submitted by Applicant for Council hearing on January 21, 2020 posted at: <a href="https://ketchumidaho.org/planning-building/project/ketchum-boutique-hotel">https://ketchumidaho.org/planning-building/project/ketchum-boutique-hotel</a> inclusive of the following:</p> <p>C-2.8 Waiver Supporting Exhibits (15 Sheets)</p> <ul style="list-style-type: none"> <li>• Waiver 1 – Minimum Lot Size for PUD</li> <li>• Waiver 2 – FAR = 1.57 <ul style="list-style-type: none"> <li>○ Before &amp; After – Building Mass Revision</li> </ul> </li> <li>• Waiver 3 – Average Setbacks</li> </ul>



	<ul style="list-style-type: none"> <li>○ Front = 15'</li> <li>○ West Side = 17.5' (avg), 12' at closest point to property line</li> <li>○ East Side = 31.3' (avg), +/- 20' at closest point to SH75 property</li> <li>○ Rear = &gt; 35' from Trail Creek</li> <li>● Waiver 4 - Height / Contextual Elevations</li>   <li>● River Street Entry Plaza (4 Sheets)             <ul style="list-style-type: none"> <li>○ Option 1 with Rendering</li> <li>○ Option 2</li> </ul> </li>   <li>● SH-75 Service Access Study (2 Sheets)</li>   <li>● Sustainability Integration (4 Sheets)             <ul style="list-style-type: none"> <li>○ Building Systems / Geothermal</li> <li>○ High Performance Building &amp; Site</li> <li>○ Material &amp; Product Sustainability Assessment</li> </ul> </li>   <li>○ Updated Site &amp; Floor Plans (16 Sheets)             <ul style="list-style-type: none"> <li>▪ Landscape Plan</li> <li>▪ Building Perimeter Before / After</li> <li>▪ Level -03, -02, -01 Floor Plans (Below River Street)</li> <li>▪ Level 01, 02, 03, 04 Floor Plans</li> </ul> </li>   <li>○ Project Perspectives             <ul style="list-style-type: none"> <li>▪ NE, NW, N, NE, SE, SW</li> </ul> </li>   <li>○ Employee Housing Plans (6 sheets)             <ul style="list-style-type: none"> <li>▪ 12 one-bedroom studios (2 different designs) – 12 employees housed</li> <li>▪ two-bedroom suites (1 design) – 4 employees housed</li> <li>▪ 1 four-bedroom suite (1 design) – 7 employees housed</li> </ul> </li>   <li>○ Setback Analysis             <ul style="list-style-type: none"> <li>▪ 5 Sections</li> </ul> </li>   <li>○ River Street Encroachment (2 Sheets)</li>   <li>○ Architectural Site Plan (5 Sheets)             <ul style="list-style-type: none"> <li>▪ Contextual</li> <li>▪ E, N, W, S</li> </ul> </li> </ul>
<p><b>C-3</b></p>	<p>Staff Reports</p> <p>C-3.1 October 7, 2019</p> <ul style="list-style-type: none"> <li>● Staff Report             <ul style="list-style-type: none"> <li>○ Note 1. The following link includes PEG survey response summary and public comment letters reviewed by the PZ through 8/12/19 and submitted to KCC through 9/11/19  <a href="https://ketchumidaho.org/sites/default/files/fileattachments/planning_amp_building/project/37921/all_comments_received_by_pz_7.15.19_to_9.11.19.pdf">https://ketchumidaho.org/sites/default/files/fileattachments/planning_amp_building/project/37921/all_comments_received_by_pz_7.15.19_to_9.11.19.pdf</a></li> <li>○ Note 2. The following link includes letters, petitions, emails and other public comments submitted to KCC:  <a href="https://ketchumidaho.org/citycouncil/page/ketchum-boutique-hotel">https://ketchumidaho.org/citycouncil/page/ketchum-boutique-hotel</a></li> </ul> </li> </ul>

	<p>C-3.2 December 2, 2019</p> <p>C-3.3 January 21, 2020</p> <ul style="list-style-type: none"> <li>• Staff Report</li> <li>• Proposed Findings of Fact, Conclusions of Law and Decision</li> </ul>
<b>C-4</b>	<p>City Department, Agency &amp; peer Review letters/Memos;</p> <p>C-4.1 Ketchum Fire Department Preapplications Requirements dated June 24, 2019 Ketchum Boutique Hotel</p> <p>C-4.2 E-mail to John Gaeddert dated July 22, 2019 from Sherri Newland, PE, CPESC Principal Engineer/Owner S&amp;C Associates LLC Acting as consulting engineer for the City of Ketchum.</p> <p>C-4.3 E-mail to Suzanne Frick dated December 2, 2019 from Sherri Newland, PE, CPESC Principal Engineer/Owner S&amp;C Associates LLC Acting as consulting engineer for the City of Ketchum.</p> <p>C-4.4 E-mail and attachment to Suzanne Frick dated January 3, 2020 from Sherri Newland, PE, CPESC Principal Engineer/Owner S&amp;C Associates LLC Acting as consulting engineer for the City of Ketchum.</p>
<b>C-5</b>	<p>Public Comment Sign-up Sheets</p> <p>C-4.1 October 7, 2019 Public Hearing</p> <p>C-4.2 December 2, 2019 Public Hearing</p> <p>C-4.3 January 21, 2019 Public Hearing</p>
<b>C-6</b>	<p>Minutes of Council Meetings</p> <p>C-5.1 October 7, 2019</p> <p>C-5.2 December 2, 2019</p> <p>C-5.3 January 21, 2020</p>
<b>C-7</b>	<p>City Council Hearing Packets posted for public hearings held on:</p> <p>October 7, 2019 Posted at:  <a href="https://mccmeetingspublic.blob.core.usgovcloudapi.net/ketchid-meet-f374e29900a74b108ca2d3560c836ce0/ITEM-Attachment-001-3abc66d1cafd439a96255157b5fd32.pdf">https://mccmeetingspublic.blob.core.usgovcloudapi.net/ketchid-meet-f374e29900a74b108ca2d3560c836ce0/ITEM-Attachment-001-3abc66d1cafd439a96255157b5fd32.pdf</a></p> <p>December 2, 2019 Posted at:  <a href="https://mccmeetingspublic.blob.core.usgovcloudapi.net/ketchid-meet-a8da33b7685c429c83f5f788dc6b0a06/ITEM-Attachment-001-8fb4f20629724aa69a20fb83918814a8.pdf">https://mccmeetingspublic.blob.core.usgovcloudapi.net/ketchid-meet-a8da33b7685c429c83f5f788dc6b0a06/ITEM-Attachment-001-8fb4f20629724aa69a20fb83918814a8.pdf</a></p> <p>January 21, 2020 Posted at:  Staff report:  <a href="https://mccmeetingspublic.blob.core.usgovcloudapi.net/ketchid-meet-fc6af6b775254eb2abab6768479876fd/ITEM-Attachment-001-25e632e69d432409eb1d63b0114fb156f.pdf">https://mccmeetingspublic.blob.core.usgovcloudapi.net/ketchid-meet-fc6af6b775254eb2abab6768479876fd/ITEM-Attachment-001-25e632e69d432409eb1d63b0114fb156f.pdf</a></p>
<b>C-8</b>	<p>Public written comment submitted [inclusive of written public comment submitted on or before 9/11/19 which is also identified in Public Comment C- 9] posted at:  <a href="https://ketchumidaho.org/citycouncil/page/ketchum-boutique-hotel">https://ketchumidaho.org/citycouncil/page/ketchum-boutique-hotel</a></p>
<b>C-9</b>	<p>Public Written Comment</p> <ul style="list-style-type: none"> <li>• Public Comment to Planning and Zoning Commission 7/15/19 to on or before 9/11/19 posted at: <a href="https://ketchumidaho.org/planning-building/project/ketchum-boutique-hotel">https://ketchumidaho.org/planning-building/project/ketchum-boutique-hotel</a></li> </ul>
<b>D</b>	<p>Exhibits to these Findings of Fact, Conclusions of Law and Order of Decision:</p> <ul style="list-style-type: none"> <li>• Exhibit A or <b>Attachment A</b>:</li> </ul>

	<ul style="list-style-type: none"> <li>○ Planning and Building Staff Reports, Analysis and Presented to Council [also see Exhibit C-3]</li> <li>● Exhibit B or <b>Attachment B</b>: <ul style="list-style-type: none"> <li>○ Applicant Submissions</li> </ul> </li> <li>● Exhibit C or <b>Attachment C</b>: <ul style="list-style-type: none"> <li>○ City consultant or City Department Comments other than the Planning and Building Department</li> </ul> </li> <li>● Exhibit D or <b>Attachment D</b>: <ul style="list-style-type: none"> <li>○ Written Public Comment [also see Exhibit C-8]</li> </ul> </li> <li>● Exhibit E or <b>Attachment E</b>: <ul style="list-style-type: none"> <li>○ P&amp;Z Findings of Fact Conclusions of Law and Recommendations of P&amp;Z inclusive of: <ul style="list-style-type: none"> <li>▪ E-1 Waterways Design Review,</li> <li>▪ E-2 Plat Approval Recommendation,</li> <li>▪ E-3 Preapplication Plan Review Approval,</li> <li>▪ E-4 PUD Findings of Fact, Conclusions of Law and Recommendation of Approval; and</li> <li>▪ E-5 Findings and Recommendation of Approval of the 8/12/19 draft dated <i>"Permits Conditions Acceptance Development Agreement."</i></li> </ul> </li> <li>○ City Council inclusive of: <ul style="list-style-type: none"> <li>▪ E-2A Plat Approval</li> </ul> </li> </ul> </li> </ul>
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## 1.2 Initial Proceeding Conducted on September 16, 2019:

The Public Hearing notice for the September 16, 2019 hearing at 4:00 p.m. due to a notice error it was announced by the Mayor that the hearings on the Ketchum Boutique Hotel at 260 and 280 River Street and 251 S. Main Street applications for Planned Unit Development, Conditional Use Permit, and Development Agreement will not be commenced until October 7, 2019 at 4:00 p.m. No presentation was made by the applicant or staff, and no deliberations or discussion on the matter was held by the Council. However, those members of the public who were in attendance at the hearing and unable to attend the re-noticed public hearing for October 7, 2019 were allowed to provide public comment with said public comment to be included as part of the record of October 7th hearing which included the following:

### 1.2.1 The following persons making statements before the City Council [paraphrased] are as follows:

- **John Sahlberg**, 321 Leadville, Ketchum who expressed concern and frustration that the P & Z was relying upon a study from 2002 and that it was old and not useful and that the P & Z is recommending the granting of waivers because they have done it before. Referenced the Barriteau project.
- **Gary Hoffman**, 235 Spur Lane in Ketchum, found it refreshing that a large company is coming to Ketchum but would prefer they purchase the Barriteau Hotel property. Discussed proposed construction by ITD and positives and negatives of the proposal. He also mentioned housing and

tourism and zoning, rentals and zoning laws need to be changed and would like to see a City stand against oversized construction.

- **Dr. Alexander**, 110 Sweetbrier in Blaine County wanted information as to why the Council and P & Z got to the root of why they recommend this project.
- **Vicky Graves**, resident of Ketchum concerned about safety at the corner and opposed to the hotel.
- **Kevin Livingston**, 115 S. Leadville started the digital petition and no one understands what is being proposed and that the Council needs to uphold with the public wants. He expressed concerns about the waivers granted to the Barriteau project.
- **Penelope Street**, born and raised in Ketchum currently works with homeowners and is concerned about high costs of living and working in Ketchum and concerned about project employee housing.
- **John Heaney**, 110 Williams St. is opposed to the height of the project.
- **Lisa Leach**, Blaine County resident Did not want to see variances granted. Recommended that an industrial psychologist be hired to study the proposed housing and was concerned about the adequacy of employee parking .
- **Pamela Sabel**, business owner at 180 Leadville Ave. N. concerned with the whole in the ground unfinished hotel project across Highway 75 and would like to see that project completed before starting another one and wanted more information.
- **Emily Nardel**, resident since 1983 and resides at the corner of River Street and 1st Ave. S. stated that the building will impact her ability to get out of her home and had concern with zoning changes.
- **Susan Scovell** has served on P & Z and urged Council to support P & Z recommendation.
- **Frank Dressman**, Blaine County Resident was frustrated by the P & Z waivers and recommended that the Marriott possibly build a building that blends with the community.
- **Susan Sahlberg**, 321 Leadville, Ketchum that the project does not fit in the space and that a smaller hotel could fit in the space.

### 1.3 Hearing Conducted On October 7, 2019:

The Public Hearing correctly noticed October 7, 2019. The public hearing was commenced by the Council, at 4:00 p.m. on October 7, 2019 at 4:00 p.m. for the receipt of testimony and comment from City Staff, the Applicant and the public.

#### 1.3.1 Applicant Representatives [paraphrased]:

- **Cameron Gunter**, CEO of PEG Development. Presented his background information and discussed the benefits of the hotel brand {Marriot} which can be modeled to the community and can bring more people to the area and that onsite employee housing is critical to the success of the hotel project.
- **Nick Blayden**, Applicant Project Manager, presented the site plan provided information on what is currently on the site, the economics of the project and reviewed market study and estimated property tax and sale tax benefits. Stated that the project will have 30 beds for employee housing on site with some employees coming from off site.
- **Justin Heppler**, Applicant Architect, discussed that the Applicant allows design to cater a project to the local community. Discussed who they are trying to attract to the area and their process for creating the hotel. He reviewed the project design, public amenities for each level and the employee housing component of 30 beds for employees. That the project supports the City's comprehensive plan and clarified the height of the project and that it is lower than the neighboring hotel Limelighter and the Bariteau project. He stated the designs are not complete. He reviewed the waivers requested, size of the acreage, floor area ration waiver for employee housing and set back waivers on three sides. He also discussed changes made to the project based upon P & Z review process. Responded to Council questions and concerns.
- **Ryan Hales**, Hales Engineering for Applicant discussed the traffic study, liver of service and how they calculated traffic conditions, signalized, and stop controlled intersections. He also discussed existing conditions and future growth estimates and reviewed the traffic count and River St. and Maine Street intersections.

### 1.3.2 Public Comment [paraphrased]:

- **Scott Hanson**, Homeowner Trail Creek Crossing. He helped with the online petition. He is not opposed to hotels but objects to location of the Application. That the project is not in scale and would detract from the City's entrance and was concerned about traffic and waivers. That people rely upon zoning and waivers should not be granted. He discussed the survey's and petitions that have been circulated and that the project should not go forward.
- **Elaine Harks**, resident of Ketchum stated she is not anti-hotel concern is zoning are laws standards for only suggestions
- **Pat Duggan**, resident and property owner is Ketchum. She discussed her concerns about waivers granted in the past and that granting waivers needs to stop. Wants projects brought to the public in earlier time frame and references the petitions and other public comments.

- **Tom Benson**, Ketchum resident and property owner. Did not want exceptions to be made and not to grant waivers and discussed the number of employee housing needed and that the employee housing be moved to another location and how to change the design to fit the land.
- **Lars Guy**, Is a tenant in the building on the west side of the Project. He was concerned about the height of the building and was concerned about parking wanted continued review.
- **Jima Rice**, Blaine County resident. Recommended that the project be sent back to Planning and Zoning.
- **Gene Abrams** discussed the variances given to the Limelighter Hotel that should not be precedence for variances for this project. Questioned the occupancy and need for another hotel. Referenced another Marriot down the road and questioned employee housing did not make sense and questioned the tax income benefit to the City.
- **Dick Clotfelter**, resident of 151 S. Main lives on the top floor of the neighboring Limelighter Hotel. He was concerned with the plan and design of the project that he had hired and architect. He was concern with the traffic that will occur on River Street, fire safety on River Street due to the road being closed and that the project plan for parking, loading and garbage removal will cause problems.
- **Sally McCollum**, Ketchum resident, used to own the building to the west of the project. That the project is too large for the site and is too big along with the Limelighter Hotel for the City entrance.
- **Heidi Scherthanner**, Ketchum resident, complained about the City continuing to offer waivers for private homes and hotels and that traffic was a large problem.
- **Mark Penn**, President of East Fork concern that the application ignores the zoning by applying for variances. Wanted the T zone standards maintained. That the building height waiver request was not appropriate and voiced concerns about parking. He was not opposed to the project but wanted it designed to fit in the neighborhood better.
- **Pam Bailey**, Sun Valley Resident voiced concern over traffic and economic development impact.
- **Dell Ann Benson**, Trail Creek Crossing, was concerned about construction and noticing issues and object to the project across the street to the east as the hole in the ground at the entrance to the City and was opposed to the project.
- **Mickey Garcia** referenced the history of Ketchum, and was in favor of the development and the height no worse than the Limelighter across the street and that the public here does not want to let any other development in Ketchum.

- **Michael Brown**, from Aspen Colorado, He owns the Tamarack and Ketchum Hotel. He was against the project and that Ketchum was eclectic and that it should stay that way.
- **Jim Laski**, attorney representing the Limelighter Homeowner's Association, that his client objected to the design and was concerned with traffic. He discussed ITD's plan and not knowing when it would be implemented That the Limelighter did not have any waivers but employee housing and was concerned about traffic circulation plan.
- **Gary Slette**, represents Jan Clotfelter, his client is not against a hotel but concerned about traffic and circulation. He referenced his letter to the Council about River St. access and Main Street road closures.
- **Gary Lipton**, Resident of Ketchum, He is for the Hotel but wants waivers addressed appropriately. If this does not go forward will affect future investors.
- **Melissa Lipton** is against waivers being issued for the project. Concern over character of the entrance to Ketchum.
- **Ben Worst**, 220 River St., LLC His client is in support of a hotel at that location but concern of PUD's waivers and that these waivers make the zoning meaningless. Wants the hotel to be best it can be and was concerned about traffic, parking issues, view corridors.
- **Jerry Seifert** voiced support for the project
- **Ed O's Gara** on River Street, he is the closest resident to the project and the Limelight Hotel. Concern with parking.
- **Brian Barsotti**, Ketchum resident, discussed history of trying to put a hotel in Ketchum that slack is very hard for in this area and hospitality has changed. This is due to competition with Air BnB and other rentals in the area. Concern is waivers given to this project will have to be given everywhere.

1.3.3 **Planning and Building Department Staff:**

- **John Gaeddert**, Director of the City of Ketchum Planning and Building Department (the "Director") provided the Staff Report, discussed the history of the project Application and a study that had been done.

1.3.4 **Mayor and Council issues of concern:**

- **The Mayor and members of the Council** questioned the Applicant Representatives regarding the following issues related to the impact of the Application:
  - Traffic circulation and pedestrian safety; and

- Employee housing and affordable housing; and pedestrian crossing. Responded to the Mayor’s and Council’s questions and concerns about affordable housing
- Setbacks and height
- **The Mayor and members of the Council** questioned the Director regarding the following issues related to the impact of the Application:
  - Bulk reduction
  - What the Idaho Transportation Department’s plans are for Highway 75 and road improvements
  - Height and traffic flows

1.3.5 **Mayor and Council action:** Approved a motion to continue the hearing to December 2, 2019 at 4:00 p.m. due to the complexity of this project and the need for more information to be presented.

#### 1.4 Hearing Conducted on December 2, 2019:

The Public Hearing was continued to receive more information by motion of the City Council during the October 7, 2019 public hearing. The public hearing was commenced by the Council, at 4:00 p.m. on December 2, 2019 at 4:00 p.m. for the receipt of testimony and comment from City Staff, the Applicant and the public.

##### 1.4.1 Applicant Representatives [paraphrased]:

- **Nick Blayden**, Applicant Project Manager discussed the Applicant’s open house and had heard from the public and were show the changes they have made to the project contained in Applicant’s Master Plan Version 2.
- **Justin Heppler**, Applicant Architect presented a power point showing 10 things they changed in the project design since the hearing of October 7th contained in Applicant’s Master Plan Version 2. These included changes in the delivery and loading zone area as requested by Sherri Newlands P.E. City Engineering, access from Highway 75, sustainability, updated floor plans and the massing of the building and employee housing plans.

##### 1.4.2 Public Comment [paraphrased]:

- **Heidi Scherthanner:** thanked applicant for improvements in the plans.
- **Jima Rice:** Thanked applicant for improvement in plans, was critical of the P & Z Commissioners review of this application. That the size of the project not small enough in mass and recommended eliminating the employee housing and that the Applicant make a contribution in lieu of providing housing in the project and eliminate the roof top bar. Discussed the 2014 Comprehensive Plan.
- **Harry Griffith**, Executive Director of Sun Valley Economic Development: Spoke about the economic benefits of this project as being worth \$1.6 million to the community. That it directly impacts tourism and that is



was an important project in that regard. He discussed the jobs the project will create and the number of new visitors it will bring to town. He stated that the 23-employee housing units is significant. He discussed the contribution to Local Option Sales Tax (“LOT”) that the project will bring. He referenced that the Marriott brand helps put Ketchum on the map. He obtained his information from the Applicant and found it consistent with the input and output model that has been used in the community.

- **Lucy Barrett**, expressed concern about the City’s infrastructure and if the City has addressed this concern. Expressed concern over parking and the conditions of the City’s Roads. Concern over the number of people this could bring and the ability of the hospital to hand it.
- **Mickey Garcia**, stated the P & Z did a wonderful job on this project, he is pleased with the design and that the people who are against it are selfish.
- **John Sahlberg**, lives in Trail Creek Crossing and was affected by the project and expressed is not wanting Ketchum to be like Jackson, Wyoming or Park City, Utah and opposes granting any waivers and respect for Ketchum’s values.
- **Susan Niemann**, 40 years of residency in Ketchum and agrees with John Sahlberg, and concerns about the Applicant’s renderings and that the project be build and landscaping consistent with project renderings.
- **Lars Guy**, immediate neighbor, questions regarding the T zone and setbacks and concerned about the relative scale and how it will look to the surrounding residents and that it is dangerous to grant waivers.
- **Dick English**, Ketchum resident concerned with utilities and natural resources. Questioned the City’s ability to provide water and accommodate the wastewater and was concerned about electrical power and natural gas needed for the Project effect on these systems.
- **Kevin Livingston**, Concern about transparency and there has been an overwhelming opposition response to the number of waivers applied for. He again discussed his opinion and that it cannot be good for Ketchum. That the people will be paying a lot more taxes that what the project will bring in. Stated the project needs to be scaled back.
- **Tom Benson**, Ketchum resident, opposed to the height variance and that it will devalue the property that surrounds the Project and discussed a review that praised the Ketchum area and does not want Ketchum to turn into a Jackson, Wyoming or Park City, Utah.
- **Susan Sahlberg** liked the changes to the project that have been made but the waivers are still of concern and she opposed the height waivers.
- **Grace Summers**. She moved to Ketchum for the economy. That for young people this Project is a great opportunity to grow the economy.

Discussed how Marriot is involved with corporate travel and how corporate employees then use Marriot hotels with they do personal travel. She was concerned that if this Project is turned down then Ketchum will not be attractive for other major brands of hotels. She also was in favor of the Roof Top bar which the Community could use.

- **DelAnn Benson**, Commended the Applicant on the amount of work they have done but not enough and that the project should meet the standard set for the zone. She questioned the statements of the Executive Director of Sun Valley Economic Development and the jobs this Project will bring. That the Project looks better than what is there now is no reason to grant this Application.
- **Pat Duggan**, stated that the Applicant needs to find another location, that the proposal is in the wrong spot and the P & Z Commissioners should have more thoroughly looked at the location.
- **Jim Laski**, Representing the Limelight Residents HOA. Their major concern is Highway 75 and River St. They oppose the angle parking scenario and the loading zone proposal. Concern about semi-trucks and the timing of deliveries and backing in and out for deliveries and expressed concern that the housing proposed as referenced at this hearing was different than what was in the Council Packet and that the biggest concern was traffic and vehicular use of Highway 75 and River St.
- **Ed Johnson**, Ketchum resident, stated no reason the housing should be on site and wanted the housing off site.
- **Mark Penn**, stated that the Applicant's current design was in response to public concerns but more work needs to be done to address those concerns. Discussed concern over P & Z Commissioners and zoning and concern about approval of the Project as presented creates a bad precedent in Ketchum.
- **Gary Slette**, represents Mr. & Mrs. Clotfelter. They are not opposed to the use if it fits and complies with the Zoning criteria. They are concerned with River St. right-of-way for delivery truck parking and that the Council look at River St. plan to come up with alternatives.

#### 1.4.3 **City Engineering Consultant:**

- **Kordel Brayley**, Independent Engineer hired by the City of Ketchum, was introduced by the Mayor to discuss traffic circulation issues presented by this Project. Mr. Brayley recommended the access to the Project be off of River St. He responded to Council question about elimination of the left turn regarding Highway 75 which he has not reviewed.

#### 1.4.4 **Mayor and Council issues of concern:**

- Concerns about left turning regarding the intersection of River St. and Highway 75; and

- Access to the Project needing to be off of River St. not Highway 75; and
- Discussed encroachment proposals at page 86 and 87 of the Council Packet; and
- Discussion of retaining the middle of River St. where it is and not having diagonal parking move it which will reduce the size of the plaza and the effect on the length of the cross walk over River St.
- Discussion regarding the height waiver; and
- Discussion of benefits of employee housing and discussion of building affordable housing at another location and the need to see the Applicant comply with 1.6 Floor Area Ratio (“FAR”) and had concern with the FAR waiver request; and
- Discussion of the setback waiver on the west side.

1.4.5 **Mayor and Council action:** Approved a motion to continue the hearing to January 21, 2020 at 4:00 p.m. due to the complexity of this project and the need for more information to be presented.

## 1.5 Hearing Conducted on January 21, 2020:

The Public Hearing was continued to receive more information by motion of the City Council during the December 2, 2019 public hearing. The public hearing was commenced by the Council, at 4:00 p.m. on January 21, 2020 at 4:00 p.m. for the receipt of testimony and comment from City Staff, the Applicant and the public.

### 1.5.1 Applicant Representatives (paraphrased):

- **Nick Blayden** Applicant Project Manager discussed that this was their third presentation of the Application. the Applicant’s open house and had heard from the public and were show the changes they have made to the project contained in Applicant’s Master Plan Version 2.
- **Justin Heppler**, Architect who referenced the Applicant’s Master Plan Version 3 and discussed the 4 waivers that are being requested by the Applicant as a part of Applicant’s PUD Application
  - #1 – Minimum Lot Size for PUD waiver is necessary in order to build a hotel on the site; and
  - #2 – Floor Area Ratio – The Master Plan Version 3 maintains the employee housing component but have reduce the FAR to 1.57 as compared with the original Master Plan of 1.9. He used a power point to assist his statement about how they were able to make that reduction. He also referenced that the FAR 1.57 is lower than the request by the Council at the December 2nd hearing to reduce it to 1.6.

#3 – Average Setbacks – The Applicant was still seeking set back waivers on 3 sides and then described the Master Plan Version 3 on each of the 3 sides.

#4 – Height/Contextual Elevations – He explained showed that the elevations of the building in the Master Plan Version 3 is 27’ lower than the Barriteau project across Highway 75 and 25’ feet lower than the Limelight hotel. He talked about the Right of Way Waivers and outlined the curb lines.

He also referenced that the Applicant in discussion with Idaho Transportation Department on Highway 75 and making some headway.

He also discussed the sustainability facets of the project and briefly reviewed the floor plan and the views of the project and employee housing component.

**1.5.2 City Attorney (paraphrased):**

- **Bill Gigray**, Reviewed with the Council Planned Unit Development Standards and Process as it applies to the pending application.

**1.5.3 Planning and Building Department Staff (paraphrased):**

- **Abby Rivin Associate Planner**, Discussed the waivers and how the FAR is calculated and how setbacks and height is calculated for waiver purposes and what the standards were without waivers.

**1.5.4 Public Comment (paraphrased):**

- **Ben Worst**, Attorney representing 220 East LLC, neighboring property owner to the west of the Project. Stated that the waivers being requested are huge. Stated that Ketchum has never had average setbacks. That the formulas used to determine the setbacks that it is only 11’8” from the Project to his client’s property line. He requested the Council to increase that distance as much as possible up to 24’. He questioned what the undue hardship was for the Applicant. He stated under the PUD ordinance there is a need to set conditions and the need to meet the standard by reducing the height, increase setback and primarily meet the City’s standards and compatibility with the neighboring properties.
- **Scott Hanson**, homeowner at Trail Creek Crossing stated the City has misinterpreted its code. That the Applicant was aware of the Code requirements prior to the purchase of the subject property and that the waivers requested are detrimental to public health & safety and referenced the signed petitions and letters posted. He has concerns about traffic and the traffic study and problems that will be created by the Project. He stated this project would decrease the value of property around the project. He stated the property owners have hired an attorney and will fight for their rights. He stated the Project is

inconsistent with the Tourist zone it is in and inconsistent with the neighborhood. That granting the waivers constitutes spot zoning without a rezone of the property and requested the Council to deny the requests for waivers.

- **Jima Rice**, Complained that the Mayor and the head of P & Z had solicited the hotel and those communications were not given to the Council or the P & Z Commissioners and this was Open Meeting Law violation. She requested that the Council deny waivers that were defacto approved and if the Applicant cannot meet those standards then must withdraw the application.
- **Dick Clotfelter**, 151 S. Main St. Ketchum requested that the zoning standards of the Tourist Zone be followed and that the Council reject the application. He recommended that new plans be brought back to P & Z accordingly.
- **John Sahlburg**, homeowner at Trail Creek Crossing stated the height waiver requests are monumental and the process is frustrating the public. Concerned the project would forever change Ketchum. This project and waiver will be detrimental to the public welfare and referenced all the letters and petitions that have been submitted. He stated there is nothing being proposed that is for the public welfare and that the property owners on 3 of 4 sides have stated it will be detrimental to the surrounding are. He requested the Council to deny the application.
- **Sharon Patterson Grant**, representing the KSEAC discussed the groups support (not inclusive of City members) of the sustainability measures the Applicant has incorporated in the Master Plan Version 3 that reflect the group's goals. She recommended getting some level of 3rd party certifications to guarantee energy efficiency such as Lead Certification and that they are proceeding with Green House Inventory in Blaine County with all jurisdictions including Ketchum. She is only speaking for water/waste and energy reduction.

#### 1.5.5 **Mayor and Council action:**

- Closed public comment
- Proceed to deliberate:
  - Sought legal clarifications from Bill Gigray City Attorney
  - Sought clarification on the procedure for design review of this Application and Project and average setbacks from John Gaeddert
  - Continued their deliberations
  - Sought clarification from the Applicant's architect on setbacks
- Motion made by Councilor Hamilton, Seconded by Council President Breen to approve the Planned Unit Development Conditional Use Permit

and CUP for the PEG Ketchum Hotel for Master Plan Version 3 as recommended in the Staff Report Findings with the condition in section 2.2.11 of the recommended Staff Report findings be revised for the west setback to be not less than 16' and that section 4.5.2 of the recommended Staff Report findings include that the building be LEED Silver Certified and to direct the City Engineer, consistent with condition 4.2.4 of Attachment E.4.A, to work with the Applicant to complete the State Highway 75 (SH75) Encroachment Permit with the Idaho Transportation Department (ITD) that excludes (other than emergency Access) and direct approach into the project; and Direct the City Attorney and Planning Staff to Prepare Findings of Fact, Conclusions of Law, Order of Decision of the City Council for the City Council's consideration, approval and adoption at the continuance of this hearing.

- Voting Yea: Council President Breen, Councilor David, Councilor Hamilton
- Voting Nay: Councilor Slanetz
- Motion to continue the public hearings to the Ketchum City Council meeting to be held on February 3, 2020 at 4:00 pm as follows:
  - Regarding the development agreement, to receive applicant reports, staff reports and public testimony for City Council consideration and action; and
  - Regarding the application for Planned Unit Development Use Permit and CUP in order, to receive the city attorney's and planning staffs prepared Findings of Fact, Conclusions of Law, Order of Decision as directed in first Motion for City Council consideration, approval and adoption and final action.
  - Regarding the application for Preliminary Plat in order, to receive prepared Findings of Fact, Conclusions of Law, Order of Decision as directed in second Motion for City Council consideration, approval and adoption and final action.

## 1.6 Hearing Conducted on February 3, 2020:

The Public Hearing was continued by motion of the City Council during the January 21, 2020 public hearing to receive the draft Findings of Fact, Conclusions of Law and Order of Decision presented by Staff and City Attorney and continue deliberation and review of the same. The public hearing was commenced by the Council, at 4:00 p.m. on February 3, 2020 at 4:00 p.m.

### 1.6.1 Mayor and Council action:

- Reviewed and considered the draft Findings of Fact, Conclusions of Law and Order of Decision presented by Staff and City Attorney.
- Motion to approve and authorized the Mayor to sign these submitted Findings of Fact, Conclusions of Law and Order of Decision.

## DECISION

WHEREUPON THE COUNCIL being duly informed and having reviewed the record, evidence, and testimony received and being fully advised in the premises, DO HEREBY MAKE THE FOLLOWING FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER OF DECISION, to-wit:

### II.

#### FINDINGS OF FACT and CONCLUSIONS OF LAW

**[As set forth in this section are findings of fact and corresponding citations to KMC provisions which are also Conclusions of Law]**

#### 2.1 Findings Regarding Notice:

2.1.1 **Notice Required:** Notice has been given in accordance with the Law as required by KMC Sections 16.08.110 and 17.116.040.

2.1.2 **Notice Provided:**

2.1.2.1 Notice was published for the October 7, 2019 public hearing in the Idaho Mountain Express, the official newspaper, which has general circulation within the boundaries of the City of Ketchum.

Newspaper	Date Published
Idaho Mountain Express	Wednesday, September 18, 2019

2.1.2.2 Notice of the October 7, 2019 hearing was mailed on Friday, September 18, 2019 to the property owners within 300 feet of the subject real property and affected Agencies and was posted on the subject property on September 30, 2019.

#### 2.2 Findings Regarding Applications Filed:

2.2.1 PEG Ketchum Hotel, LLC has submitted and completed an Application for a Planned Unit Development of a Master Plan for a hotel development on a 1.09-acre site located at the southwest corner of the State Highway 75 and River Street intersection at 280 E. River, (the "Project Site") inclusive of a request for waivers to minimum lot size, setback (side yards), height, and floor area ratio (FAR) limitations.

2.2.2 The Application is made pursuant and is subject to the provisions of the Ketchum Planned Unit Development (PUD) Ordinance Codified at Chapter 16.08 Ketchum Municipal Code as a PUD conditional use permit within in the City Tourist District Zone (KMC §§ 16.08.050 and 16.08.060.)

2.2.3 KMC §16.08.020. provides:

A. *This chapter is adopted pursuant to authority granted by Idaho Code section 67-6501 et seq., and article 12, section 2 of the Idaho constitution. It is enacted for the purpose of protecting and promoting*

*the public health, safety and welfare; to secure the most appropriate use of lands, to encourage flexibility and creativity in the development of land in order to improve the design, character and quality of new development, and to provide usable open space; to preserve the scenic and aesthetic qualities of lands; to protect property rights and enhance property values; to ensure that adequate public facilities and services are provided; to ensure that the local economy is protected and enhanced; to encourage and promote the development of affordable housing; to ensure that the important environmental features are protected and enhanced; to avoid undue concentration of population and overcrowding of land; to ensure that the development on land is commensurate with the physical characteristics of the land; to protect life and property in areas subject to natural hazards; to protect fish, wildlife and recreation resources; to avoid undue water and air pollution; and to protect the quality of life offered by the city and surrounding resources enjoyed by residents and visitors alike.*

- B. The provisions for planned unit developments contained in this chapter are intended to encourage the total planning of developments. In order to provide the flexibility necessary to achieve the purposes of this chapter, specified uses may be permitted subject to the granting of a conditional use permit. Because of their unusual or special characteristics, PUD conditional uses require review and evaluation so that they may be located properly with respect to the purposes of this chapter, the comprehensive plan, and all other applicable ordinances, and with respect to their effects on surrounding properties and the community at large. In the event of conflict between this PUD chapter and any other ordinance of the city, this PUD chapter shall control. The review process prescribed in this chapter is intended to assure compatibility and harmonious development between conditional uses and surrounding properties and the city at large. The provisions for planned unit developments contained in this chapter are intended to encourage the total planning of developments. In order to provide the flexibility necessary to achieve the purposes of this chapter, specified uses may be permitted subject to the granting of a conditional use permit. Because of their unusual or special characteristics, PUD conditional uses require review and evaluation so that they may be located properly with respect to the purposes of this chapter, the comprehensive plan, and all other applicable ordinances, and with respect to their effects on surrounding properties and the community at large. In the event of conflict between this PUD chapter and any other ordinance of the city, this PUD chapter shall control. The review process prescribed in this chapter is intended to assure compatibility and harmonious development between conditional uses and surrounding properties and the city at large.*



- 2.2.4 **Applicant Master Plan Submittals:** Applicant originally submitted a Master Plan and subsequently on December 2, 2019 submitted Master Plan Version 2 and subsequently on January 21, 2020 submitted Master Plan Version 3 as part of its PUD Application, pursuant to Title 16, Chapter 16.08. KMC Subject Master Plan (also herein referred to as the “Project”) includes a request for waiver or deferral of requirements pursuant to (KMC §16.08. 070.F).
- 2.2.5 **Waiver Requests:** As set forth in the Applicant’s PUD Application and Master Plan, Master Plan Version 2 dated December 2, 2019 and Master Plan Version 3 dated January 21, 2020, waivers are requested to the following dimensional standards: Floor Area Ratio (FAR), side yard setbacks, height and four-story requirements. Additionally, a waiver is requested for the PUD to occur on a Project Site with a minimum lot size of less than three (3) acres, which is permissible subject to stipulations set forth in KMC §16.08.080. A.
- 2.2.6 **Minimum Lot Size:** The Council may waive the three (3) acre minimum lot size requirement consistent with KMC §16.08.080. A.4 as allowed for hotels. To do so, the Council must find the Project meets the definition of hotel as set forth in KMC §17.08.020 and complies with the purpose of the Tourist zone as set forth in KMC §17.180 by providing the opportunity for tourist use. Additional relevant analysis is consistency of the Project with the Subarea Analysis and Gateway Study Excerpts, as set forth in **Attachment A**.
- 2.2.7 **Waivers Part of PUD Ordinance:** Title 16, Chapter 16.04.020 defines Waiver as a:

Modification of a relevant provision and regulation of this chapter not contrary to public interest or public health, safety or welfare, and due to physical characteristics of the particular parcel of land and not the result of actions of the subdivision where literal enforcement of this chapter would result in undue hardship. The granting of waiver(s) ... rests with the sound discretion of the commission and council, on a case by case basis.

Similarly stated relevant standards for the analysis of waiver requests are set forth in KMC §16.08. 070.L and KMC §16.04.120.

- 2.2.8. **Four (4) waivers are submitted for the Project:** These include waivers to minimum lot size, setback (side yards), height, and floor area ratio (FAR) limitations. These waivers were requested by the Applicant consistent with KMC §16.04.120, §16.08.080 and §17.124.050, in part, as the literal enforcement of city code in the context of the special physical characteristics and conditions affecting the property would result in undue hardship. In particular, the Hotel site has a large slope with a grade differential of approximately thirty-seven feet (37') from Trail Creek at the south end of the lot to the north end along River Street. The site is constrained by the river to the south and the City desires to setback structures from riparian and flood areas. The City also desires to setback structures from State Highway 75 (SH75) in this location to help preserve the entry to town and minimize shading of the highway during winter months. Further, the grade along SH75, future Idaho Transportation Department (ITD) bridge and highway expansion plans, and a desire for no access onto SH75 in this location create unique conditions for development.
- 2.2.9 **Floor Area Ratio:** KMC §17.124. 050.A states: "Hotels may exceed the maximum floor area [0.5] ... requirements of this title subject to ... [a] Planned Unit Development ... which specifically outlines the waivers to bulk regulations requested." A subarea analysis is also required in the review process (KMC §17.124.050. A.2). The total developed gross floor area of the Project, as defined in KMC §17.08.020, is proposed to not exceed a FAR of 1.57 exclusive of basement areas and underground parking as shown in **Attachment B**. Total building area when each of the three (3) basement and parking garage levels and four (4) hotel stories are calculated in aggregate, as set forth in the PUD Findings and **Attachment B**, total approximately 131,881 square feet for the Project.

- 2.2.10 **Height:** KMC§17.124.050.A states: “Hotels may exceed the ... height ... requirements of this title subject to ... [a] Planned Unit Development ... which specifically outlines the waivers to bulk regulations requested.” A subarea analysis is also required in the review process (KMC §17.124.050.A.2). As noted, the Project Site has a large slope from Trail Creek at the south end of the lot to the north end along River Street. The hotel is proposed as a four-story structure on River Street that then stair steps and terraces down to three floors near Trail Creek. As depicted in the **Attachment B** Height Analysis, the maximum height of the building along River Street does not exceed forty-eight feet (48’) and the building scales down to approximately twenty-eight (28’) closer to the river on the south end of the property. The exception to this height analysis is in the center of the structure where 4-stories of hotel use are sandwiched between two public amenities (employee housing and a roof top bar for the public). At this more central site location, the existing grade drops at a fairly acute angle resulting in a portion of the building having a maximum height of seventy-two feet (72’) as measured from existing grade. In comparison to both the built Limelight hotel and approved Bariteau / Harriman Hotel on opposing corners, the height of the proposed Project will be lower and more closely align to the fourth-floor elevation of each of these buildings.
- 2.2.11 **Setback:** No rear/river or front setback waivers are requested. However, a waiver of the side yard setbacks is requested. KMC §17.124.050.A, subsections 1 and 2, specifies that a PUD and Subarea Analysis process shall be used in the granting of waivers to bulk regulations for hotels. KMC §17.12.030 sets forth the following minimum side yard setbacks: (A) the greater of one-foot (1’) for every three-feet (3’) of building height, or five feet (5’) for the west side setback; and (B) Twenty-five foot (25’) to thirty-two foot (32’) setbacks adjacent to State Highway 75 (SH75), as calculated based on the adjacent right of way width. The Project, as amended, proposes a 31.3’ average setback along SH75 with portions of the building as close as 20’ from edge of SH75 ROW. See the Setback Analysis in **Attachment B** for exact details on subject building setback intrusion adjacent SH75. On the west-side of the structure, portions of the building are proposed as close as 11.8’ from the neighboring west property line. Council approves the following side setback waivers: a minimum of sixteen feet (16’) west side yard setback waiver and a minimum east side setback of twenty feet (20’) consistent with **Attachment B** provided the average east side setback is greater than thirty-one feet (31’).

2.2.12 **Project Details:** Details of the Project are set forth in **Attachment B** and include both narratives and maps. Narratives include a written project description, development plan, project analysis, social impact study, schedule, parking analysis, traffic study, employee housing plan, Subarea Analysis, and contextual hotel component analysis. Exhibit maps include plans, elevations, sections, sun study, height analysis, civil drawings, landscape plan, exterior color palate, dark sky compliant fixtures, traffic study diagrams, plat map, and public way improvements. Also provided are application forms, analyses of code compliance, soils report, and a waiver list.

**2.3 Findings Summarizing Public Comment Concerns and Objections to and Benefits of the Application:**

The Council having reviewed the written comment and having listened to the oral comments presented by the public summarizes the same as follows:

- Objections to the granting of waivers to the regulations and standards of the subject Tourist zone; and
- Objections to Building edifice bulk, setback location and height
- Concerns for traffic circulation and safety regarding Project access to and use of River Street on the north, Highway 75 on the east and the intersection of Highway 75 and River Street and concern with the unknown improvements Idaho Transportation may make to Highway 75; and
- Concerns with parking, loading and vehicular access when the Project is operational; and
- Concerns regarding the look of the Gateway entrance to the City; and
- Concern about the character of the City
- Benefit of increase in tourism
- Benefit of additional employment opportunities and on-site employee housing
- Benefit of increased tax revenue
- Benefit of the addition to this tourist community of well-designed and landscaped hotel facility with natural area enhancements and public use availability features.

**City Council Standards Findings  
Planned Unit Development Conditional Use Permit:**

The Council having reviewed the Project Master Plan Version 3, as set forth in **Attachment B** to these Findings, as well as public comment, staff analyses, and agency/peer review/department inputs as set forth in **Attachments A, C and D** to these Findings and makes the findings as set forth in Sections 2.4, 2.5 and 2.6 below regarding the Planned Unit Development Conditional Use Permit standards:

## 2.4 PUD Ordinance Standards and City Council Evaluation Compliance Analysis and Findings:

### Planned Unit Development (PUD)

#### EVALUATION STANDARDS: 16.08.080

*The standards set forth in this section shall apply to review of all PUD conditional use permit applications. The standards shall be used to review and evaluate the proposal in comparison to the manner of development and effects of permitted uses and standard development allowed on the property in question. Modification or waiver from certain standard zoning and subdivision requirements may be permitted subject to such conditions, limitations and/or additional development standards, pursuant to section 16.08.130 of this chapter, as the city council may prescribe to mitigate adverse impact at the proposed planned unit development, or to further the land use policies of the city, or to ensure that the benefits derived from the development justify a departure from such regulations. Where the city council determines that conditions cannot be devised to achieve the objectives, and/or the standards contained in this chapter are not met, applications for conditional use permits shall be denied. The city council shall make findings that each of the following evaluation standards have been met. The evaluation standards are as follows:*

#### **KMC § 16.08.080.A**

***Minimum lot size of three (3) acres.*** All land within the development shall be contiguous except for intervening waterways. Parcels that are not contiguous due to intervening streets are discouraged. However, the commission and the council may consider lands that include intervening streets on a case by case basis. The commission may recommend waiver or deferral of the minimum lot size, and the council may grant such waiver or deferral only for projects which: ....4. For a hotel which meets the definition of "hotel" in section 17.08.020, "Terms Defined", of this code, and conforms to all other requirements of section 17.18.130, "Community Core District (CC)", or section 17.18.100, "Tourist District (T)", of this code. Waivers from the provisions of section 17.18.130 of this code may be granted for hotel uses only as outlined in section 17.124.040 of this code. Waivers from the provisions of section 17.18.100 of this code may be granted for hotel uses only as outlined in section 17.124.040 of this code.

**City Council Findings:** The Project Site is approximately 1.09 acres and does not meet the minimum standard of (3) acres for a PUD. However, as noted herein below, the Council finds that this requirement may be waived consistent with KMC §16.08.080.A.4 as allowed for hotels. Specifically, this Project:

(A) Meets the definition of hotel as set forth in KMC §17.08.020. The Project consists of ninety-two (92) rooms, includes on site food and beverage service with kitchen facilities, common reservation and cleaning services, meeting room space, combined utilities, on site management and reception services, access to all sleeping rooms through an inside lobby supervised by a person in charge no less than eighteen (18) hours per day, and adequate on site recreational facilities. There are no other residential uses proposed in connection with the hotel operation, other than the proposed 23 beds of employee housing.

(B) Complies with the purpose of the Tourist zone as set forth in KMC §17.180 by providing the opportunity for tourist use. Consistent with the sub-area analysis and Gateway Study Excerpts, as set forth in Exhibit A, the Project is compatible both in design and use with the surrounding uses and development.

(C) Allows the granting of waivers for hotel-related Tourist District Floor Area Ratio (FAR), setback, and height dimensional standards as outlined in KMC §17.124.040. The Project proposes to exceed the 0.5 Tourist Zone permitted Gross FAR as set forth in KMC §17.124.040.A and may exceed its FAR maximum in accordance with the pertinent code provisions allowing for fourth floor hotel uses, as set forth in KMC §17.124.040.B.3 and by reference KMC §17.124.050. In accordance with the aforementioned and also precedent (e.g., entitled Bariteau / Harriman Hotel site at 300 E. River Street across SH75 was also approved as a PUD on an approximately 0.9-acre site and the Limelight was approved as a PUD on an approximately 1.09-acre site), the Council finds this evaluation standard to have been met.

#### **KMC § 16.08.080.B and KMC § 16.08.080.D**

***KMC § 16.08.080.B:** The proposed project will not be detrimental to the present and permitted uses of surrounding areas.*

***KMC § 16.08.080.D:** The development shall be in harmony with the surrounding area.*

**City Council Findings:** As set forth in the Attachment A Gateway Study and the Attachment B Subarea Analysis, the proposed hotel is both by design and use consistent with envisioned plans for the corner of SH75 and River Street. Further, the proposed hotel project is consistent with current Tourist Zoning District zoning allowances for hotels. Each of the attendant uses, including restaurant/bar, meeting rooms, and employee housing are also permitted in the Tourist Zoning District. The site was defined as Site 2 in the 2007 Gateway Scale and Massing Study and was identified as a priority urban infill site for a potential hotel development, inclusive of a public plaza near the project intersection with SH75. As such, the Property is in the Ketchum Urban Renewal District (KURA) Revenue Allocation Area. The Project Site borders three other hospitality focused uses. The Limelight Hotel is located directly across River Street to the North. The Best Western Hotel is located diagonally across Main Street from the Project Site. The Planned Future Harriman Hotel by Bariteau is located directly across Main Street to the East. The two closest properties to the West are commercial office buildings, (220 and 200 East River Street). The site is bordered by commercial uses to its North, East, and West and is separated from the multifamily residential uses to the South by Trail Creek. Accordingly, the Council finds this Project will (A) not be detrimental to the present and permitted uses of surrounding areas and (B) be in harmony with the surrounding area.

#### **KMC § 16.08.080.C**

*The proposed project will have a beneficial effect not normally achieved by standard subdivision development.*

**City Council Findings:** The proposed hotel will benefit the city in ways not normally achieved by standard subdivision. These include public access to the river and, open space in excess of thirty-five percent (35%), and access to a 3,000 square foot bar patio terrace, which features landscaping and solar exposure unique for a built project. The Project will have significant economic and public amenity benefits to Ketchum that would not be achievable on this site without the PUD process due to the constraints created by the topography of the site (37' differential in grade between front property line on River and rear property line along Trail Creek), access constraints on the east side due to the east side bordering SH 75, and development constraints due to the south side of the property being Trail Creek. The provision of waivers through the PUD process allows the design of the building, interior layout, operations and programmatic aspects of the hotel to infuse economic and public benefits beyond what would be accomplished by hotel rooms alone.

Economic benefits of the development include local option taxes generated by the 92 new hotel rooms that will be booked through the international reach of the internationally recognized hotel brand's reservation network. The hotel will feature a number of public amenities, including a street front restaurant and lounge, banquet/meeting rooms, and a roof top bar with panoramic views of Bald Mountain and Dollar Mountain; there is no other publicly accessible rooftop space in Ketchum city limits with a similarly large footprint (approximately 2,035 net square feet of roof-top Bar Patio on Level 03 and 1,425 net square feet of roof-top Bar Terrace on Level 03 02) or that has 280-degree views and is operational in all four seasons. The hotel will also provide on-site employee housing, with a minimum of 23 beds, in a mix of traditional apartments and dorm style apartment units.

The hotel's inclusion of on-site employee housing will result in the project providing more on-site for employees than any other development in Ketchum city limits and the mix of housing unit styles will, as conditioned herein in §4.10, accommodate employees at different life stages and career stages (seasonal vs. long-term, full-time). Further, although the employee units are located on Lower Level 3 and Lower Level 2, which are partially below grade on the River Street portion of the building, because the grade of the site drops toward the south.

If the rooftop bar and lower floor employee housing units were removed from the project (or if the employee housing were located in a basement) the benefits of this project to the community would be lessened; the employee housing and roof-top amenity comprise approximately 12,883 square feet of the approximately 131,881 gross square foot development. Due to the site constraints, the allowance for waivers from the typical standards of the code is what makes inclusion of these public benefits truly benefits and is what makes these benefits possible.

Accordingly, the Council finds the PUD process as having a beneficial effect not normally achieved by standard development.

#### **KMC § 16.08.080.D**

*The development shall be in harmony with the surrounding area.*

**City Council Findings:** The Council finds this Project to be in harmony with the surrounding area. Details of this finding are presented jointly with KMC §16.08.080.B findings above stated.

**KMC § 16.08.080.E**

1. *Densities and uses may be transferred between zoning districts within a PUD as permitted under this chapter, provided, the aggregate overall allowable density of units and uses shall be no greater than that allowed in the zoning district or districts in which the development is located. Notwithstanding the above, the commission may recommend waiver or deferral of the maximum density and the council may grant additional density above the aggregate overall allowable density only for projects which construct community or employee housing and which:
  - a. *Include a minimum of thirty percent (30%) of community or employee housing, as defined in section 16.08.030 of this chapter; and*
  - b. *Guarantee the use, rental prices or maximum resale prices thereof based upon a method proposed by the applicant and approved by the Blaine County housing authority and/or the Ketchum city council.**
2. *Application for waiver or deferral of this criteria shall include a description of the proposed community or employee housing and the proposed guarantee for the use, rental cost or resale cost.*

**City Council Findings:** N/A. The Applicant is not requesting any density transfers.

**KMC § 16.08.080.F**

*The proposed vehicular and nonmotorized transportation system:*

1. *Is adequate to carry anticipated traffic consistent with existing and future development of surrounding properties.*
2. *Will not generate vehicular traffic to cause undue congestion of the public street network within or outside the PUD.*
3. *Is designed to provide automotive and pedestrian safety and convenience.*
4. *Is designed to provide adequate removal, storage and deposition of snow.*
5. *Is designed so that traffic ingress and egress will have the least impact possible on adjacent residential uses. This includes design of roadways and access to connect to arterial streets wherever possible, and design of ingress, egress and parking areas to have the least impact on surrounding uses.*
6. *Includes the use of buffers or other physical separations to buffer vehicular movement from adjacent uses.*
7. *Is designed so that roads are placed so that disturbance of natural features and existing vegetation is minimized.*
8. *Includes trails and sidewalks that create an internal circulation system and connect to surrounding trails and walkways.*



**City Council Findings: Attachment B** includes documents from the Applicant that address how vehicular and pedestrian traffic will circulate in and around the proposed Project. Included in **Attachment B** is an SH75 ingress/egress diagram and associated access analysis addressing safety, aesthetics, grading limitations, and Trail Creek Impacts, which was requested by a member of the public, duly analyzed by the Council, and determined by the Council after hearing from the project engineer, as well as the city independent traffic engineering consultant as not being in the public interest. No operational issues are found to exist with Project vehicular ingress / egress being on River Street with acceptable level of service (LOS) noted for each circulation component (parking garage access, hotel pick-up/drop-off, and SH75 approaches). See AECOM memo in **Attachment C**. Foremost of these exhibits is the detailed traffic impact study (TIS) prepared by Hales Engineering, which AECOM (on behalf of the city) has provided a peer analysis. **Attachment B** also includes River Street Public ROW Civil Plan Encroachment Options 1 and 2 that feature the Applicant's circulation plan, sidewalk improvements, and proposed snowmelt system for the Project. Finally, **Attachment A** includes two excerpts of professional studies. The first is an excerpt from the Idaho Transportation District (ITD) Record of Decision (ROD) and proposed Fiscal Year 2025 (FY25) road improvements to State Highway 75 (SH75) adjacent the property between the Trail Creek Bridge and River Street. These include a 3-lane urban section with curb, gutter and sidewalk. Importantly, the middle lane features a left turn lane for north bound traffic on SH75 that would permit adequate queuing and protected westbound (WB) turning movement onto River Street and the Project. The second excerpt is from Vitruvian and references a city-sponsored recommendation to upgrade the unsignalized crossing at SH75/River Street (north-side of intersection between Limelight Hotel and the Best Western) with a Rectangular Rapid Flashing Beacon (RRFB) to enhance pedestrian safety. After receiving input from ITD, as shown in Attachment A.4., including the August 8, 2019 Minutes of the Ketchum Transportation Authority, KCC recommends that enhancements to pedestrian safety are better accommodated with a HAWK system on River Street than an RRFB system. Also proposed to improve vehicular LOS movements is making east bound (EB) and WB River Street at the intersection with SH75 right turn only movements (signing and striping required). To further reduce traffic and to meet City sustainability goals, as expressed throughout the Ketchum Comprehensive Plan, the operation of the hotel will integrate strategies to reduce vehicular impact on Ketchum's streets from this Project. These include strategies such as a Guest Shuttle (airport and to local destinations), Employee Car Share Program, and Employee Transit Passes. As conditioned herein, the Council finds this standard to have been met. The Project will be adequately served by necessary vehicular and nonmotorized transportation systems.

**KMC § 16.08.080.G**

*The plan is in conformance with and promotes the purposes and goals of the comprehensive plan, zoning ordinance, and other applicable ordinances of the city, and not in conflict with the public interest:*

1. Pursuant to subsection 16.08.070D of this chapter, all of the design review standards in chapter 17.96 of this code shall be carefully analyzed and considered. This includes detailed analysis of building bulk, undulation and other design elements. The site plan should be sensitive to the architecture and scale of the surrounding neighborhood.
2. The influence of the site design on the surrounding neighborhood, including relationship of the site plan with existing structures, streets, traffic flow and adjacent open spaces, shall be considered.
3. The site design should cluster units on the most developable and least visually sensitive portion of the site.

**City Council Findings:** As previously set forth in the findings for KMC §16.08.080 subsections B, D and F (above), the Project as conditioned, will be adequately served by necessary vehicular and nonmotorized transportation systems and will be in harmony with the surrounding area. The Project will pay applicable fees, from Local Option Taxes (LOT) for construction materials to applicable building permit fees and connection fees for such items as water and sewer connections. The Conditionally Granted Project shall pay the plan check and building permit fees that are in effect at the time of plan check and building permit submittal and all fees required by law prior to issuance of building permit. Further, details have been added as conditions of approval to assure that Marriott or other reward stays pay LOT to the city. Pursuant to KMC §16.08.070.D, all of the design review standards set forth in KMC §17.96 are conditionally attached to the City's approval of the Planned Unit Development and are memorialized in the Project Development Agreement. Staff has analyzed and the Council has found, as noted in **Attachment A**, Staff Analysis Project Compliance with the Ketchum Comprehensive Plan subsection, that the Project both conforms with and promotes the purposes and goals of the comprehensive plan. As noted in **Attachment B** and the Applicant's site design drawings, Project massing has been carefully designed with a four-story bench design on River Street that terraces down (southward) to follow the topography drop from River Street to Trail Creek. Subject terraces then become gathering spots for guests and the public to enjoy the outdoor and take in the scenic views from the hotel. As noted by the Applicant, "the massing also provides for a façade that steps in and out of plane, which is enhanced by a layer balconies and articulation of those forms. The building pulls back over 35' from Trail Creek and has minimal visual impact on Forest Service Park." The building footprint near the front property line is setback 15' from the River Street frontage where it has an appropriate relationship to the sidewalk and street scape. The footprint is then pulled back to respect the riparian setback along Trail Creek to minimize the impact of the new building adjacent to a natural feature. Site landscape design has been designed to complement the bench topography and creek bank features of the site." As conditioned herein, this standard has been met.

#### **KMC § 16.08.080.H**

*The development plan incorporates the site's significant natural features.*

**City Council Findings:** Three significant natural features are recognized by the Council, including: the site's location on a bench; Trail Creek along the south property line; and, the 360-degree scenic views from the site including Bald Mountain and Dollar Mountain. The hotel has been designed to step down, following the bench topography, creating rooftop terraces and public spaces that take advantage of solar orientation and available views. The landscape plan includes pedestrian pathways for hotel guest and the public to access Trail Creek viewpoint areas set outside of the riparian zone setback. As conditioned herein, this standard has been met and the Master Plan is found to properly incorporate the site's significant natural features.

#### **KMC § 16.08.080.I**

*Substantial buffer planting strips or other barriers are provided where no natural buffers exist.*

**City Council Findings:** As noted in KMC §17.12.040, 21,362 square feet of the property will remain open space, which is forty-three percent (45%) of the 47,591 square foot site. The Project has greater than the required thirty-five percent (35%) minimum open space set forth in the KMC for the Tourist Zoning District. Three notable buffer strips that benefit the public are proposed. The first is the twenty-five foot (25') setback from SH75/Main Street that will be landscaped. Subject setback, as set forth in **Attachment B**, averages 31.3'. Portions of this area are proposed to include an outdoor dining patio toward the intersection of Main Street and River Street and will have landscape and architectural barriers such as raised planters, raised water features, and architecturally integrated railings separating the dining patio from the street. The second buffer is a twenty-five foot (25') Riparian Easement along with a ten foot (10') Utility Easement that combine to create a thirty-five foot (35') setback from the property line adjacent Trail Creek. The third design element includes the placement of a buffer landscape island between the hotel's Porte Cochere drive along River Street. Given the significant public amenities integrated into the hotel design and invitation of the public into the building, the Council finds a favorable exchange to exist with details to be enumerated in the pending River Street encroachment permit request by the applicant. This design element is subject to a separate Encroachment Permit application that will be reviewed by Council concurrently with the PUD. As conditioned herein, this standard has been met.

#### **KMC § 16.08.080.J**

*Each phase of such development shall contain all the necessary elements and improvements to exist independently from proposed future phases in a stable manner.*

**City Council Findings:** As set forth in **Attachment B**, the Applicant proposes to develop the Project in a single phase. To assure that that the development contains all the necessary elements and improvements to exist in a stable manner, the Council finds this standard (KMC §16.08.080.J) to be met, provided as a conditioned of the issuance of any Building Permit for the construction of the Project that an appropriate project completion assurance (e.g., an irrevocable letter of credit on a bank acceptable to the City in an amount equal to 130% of engineering estimates of the Master Plan) and all fees required by law prior to and for issuance of a building permit.

**KMC § 16.08.080.K**

*Adequate and usable open space shall be provided. The applicant shall dedicate to the common use of the homeowners or to the public adequate open space in a configuration usable and convenient to the residents of the project. The amount of usable open space provided shall be greater than that which would be provided under the applicable aggregate lot coverage requirements for the zoning district or districts within the proposed project. Provision shall be made for adequate and continuing management of all open spaces and common facilities to ensure proper maintenance.*

**City Council Findings:** As previously noted, 21,362 square feet of the property will remain open space, which is approximately 45% of the 47,591 square foot site. Further, subject rooftop bar also includes patio space plus an additional 1,425 net square feet of landscaped terrace area devoted to public use. The open space, green roofs and patios that are provided exceeds the requirement by more than 8%, which is an amount “greater than that which would be provided under the applicable aggregate lot coverage requirements for the zoning district or districts within the proposed project.” The Council finds that subject open space is both adequate and useable and complemented by the Project’s addition of the outdoor roof top bar space with adjacent living garden terrace, which is available to the public and managed and maintained by the Project.

**KMC § 16.08.080.L**

*Location of buildings, parking areas and common areas shall maximize privacy within the project and in relationship to adjacent properties and protect solar access to adjacent properties.*

**City Council Findings:** The Council has reviewed the Applicant’s response to this standard of evaluation, including reference to its sun study and height analysis/compatibility view drawings as set forth in **Attachment B**, and generally concurs with the finding that “The Ketchum Boutique Hotel is configured along a northwest spine that has allowed for the building’s mass to be pulled back from the roadway view corridor leading to Main Street. All onsite parking is contained below grade and will have no visual impact on the site. The hotel features an interior courtyard located on level 2 that faces south, the courtyard will be hotel’s ‘private’ exterior amenities space that is reasonably shielded from the view of most adjacent properties. The hotel features many architectural balcony elements that serve to create another layer of structure between the guests and the exterior, enhancing a sense of a perimeter of privacy in those guest rooms. The Sun Studies provided ... demonstrate that the massing of the hotel will have very minimal shade impact on adjacent buildings, only during the December studies do any shadows from the hotel intrude appreciably on any adjacent properties, and in those cases the shadow impacts from [the PEG Ketchum] hotel are not any more intrusive than the affected buildings have on their adjacent neighbors.” As conditioned herein, the Council finds this standard to have been met.

#### **KMC § 16.08.080.M**

*Adequate recreational facilities and/or daycare shall be provided. Provision of adequate on site recreational facilities may not be required if it is found that the project is of insufficient size or density to warrant same and the occupant's needs for recreational facilities will be adequately provided by payment of a recreation fee in lieu of such facilities to the city for development of additional active park facilities. On site daycare may be considered to satisfy the adequate recreational facility requirement or may be required in addition to the recreational facilities requirement.*

**City Council Findings:** Programmed recreation facilities within the Project, as depicted in **Attachment B**, include a 1,002 square foot fitness center and a 3,301 square foot outdoor terrace, including hot tubs. The Council finds these on-site guest amenities to adequately meet the recreational needs appropriate to the scale of the Project. In addition, the Council finds that the proposed use, inclusive of the employee housing units, does not warrant the provision of on-site daycare services.

#### **KMC § 16.08.080.N**

*There shall be special development objectives and special characteristics of the site or physical conditions that justify the granting of the PUD conditional use permit.*

**City Council Findings:** As noted in the Gateway Study set forth in **Attachment A**, the City of Ketchum has established special development objectives for the four corners surrounding the intersection of River Street/SH75. The Council has reviewed and analyzed this Study and recognizes subject Project Site is on a bench with approximately 37 feet of grade change and without the PUD process would unlikely be developable as a hotel as it would have to have one building along River Street, and a second building at the bottom of the hotel accessible via SH75 Street. This latter access is not desirable for site visibility and safe ingress/egress as attested to by the city's independent traffic consultant upon review of project development drawings, Hales access memorandum, and ITD highway specifications. Accordingly, the Council finds there to be special development objectives and special characteristics of the site and its physical conditions that justify the granting of the PUD conditional use permit.

#### **KMC § 16.08.080.O**

*The development will be completed within a reasonable time.*

**City Council Findings:** As set forth in the Applicant's submittal, as set forth in **Attachment B**, a Spring 2020 construction start and an Autumn 2021 opening are proposed. Similar to the Council's finding on KMC §16.08.080.J, the Council finds this standard is met; provided that a project completion assurance agreement is entered into between the Applicant and City Council for the Project prior to the issuance of any Building Permit for the construction of the Project.

#### **KMC § 16.08.080.P**

*Public services, facilities and utilities are adequate to serve the proposed project and anticipated development within the appropriate service areas.*

**City Council Findings:** Street, water, sewer, and fire personnel have met with the Applicant and found that adequate city services are available to serve the Project. See **Attachment C** for details on various departmental reviews. The Applicant and the City have also met with ITD regarding the Project and, as conditioned herein, is requesting improvements be installed by the Applicant at the intersection of SH75/River Street as a condition of Certificate of Occupancy. Formally, this will occur upon acceptance by ITD of a specific Encroachment Permit application submitted by the Applicant in conjunction with city recommendations to ITD for approval. Prior to building permit issuance, the Applicant will need will-serve letters from other utility providers (gas, electric, waste and recycling). To date, no issues of service have been identified. The payment of impact, local option tax, and building permit fees pursuant to approved city schedules are required. The Council finds this standard has been met. Subject to the conditions set forth herein, public services, facilities and utilities are adequate to serve the Project and anticipated development within this area.

#### **KMC § 16.08.080.Q**

*The project complies with all applicable ordinances, rules and regulations of the city of Ketchum, Idaho, except as modified or waived pursuant to this section*

**City Council Findings:** KMC §16.08.080 Subsections G and Q both stipulate that the Project conform with and promote the purposes of applicable ordinances and not conflict with the public interest. This Project involves six (6) interrelated permits (floodplain, subdivision, design review, PUD, CUP, and a development agreement), as well as encroachment permits that will be required for SH75 from ITD and for River Street from the Ketchum City Council. Each of these eight (8) sets of approvals, as well as future compliance of Project construction drawings with other city regulations, such as Building, Fire, and Green Building Codes are required of the Applicant. As conditioned herein, the Council finds that this Project complies with all applicable rules and regulations of the City. The Council makes this finding in recognition of its previous finding in favor of waiving the three (3) acre minimum PUD eligibility criteria as detailed under KMC §16.08.080.A as allowed for hotels. Further, the Council makes this finding in recognition of the following dimensional standard and project waiver analysis for the proposed FAR, height/story, and setbacks proposed for the Project. Further, as noted in general finding 2.2.3 herein, Ketchum’s planned unit development ordinance is intended to encourage the total planning of developments, provide flexibility, and work with unusual or special characteristics of the land or a development project. Notably, KMC §16.08.020.B states, “[i]n the event of conflict between this PUD chapter and any other ordinance of the city, this PUD chapter shall control.”

## 2.5 Tourist Zoning District Dimensional Standards and Project Waiver Analysis and City Council Evaluation Compliance Analysis and Findings:

### **KMC § 17.12.030**

**Minimum Lot Area & Lot Width:** 9,000 square feet minimum & 80’ average.

**City Council Findings:** The property is 47,249 square feet in size and has a lot width with the one-lot subdivision application that exceeds the minimum lot size and widths required in the Tourist Zone.

### **KMC § 17.12.030**

#### **Minimum Open Space**

City Council Findings: As set forth in **Attachment B**, 21,362 square feet of the property will remain open space, which is approximately 45% of the 47,249 square foot site. The Project has greater than the required thirty-five percent (35%) minimum open space set forth in the KMC for the Tourist Zoning District. The Council finds that this standard has been met.

### **KMC § 17.12.030**

#### *Setbacks*

*Front: 15’*

*Riparian: 25’*

*SH75: 25’ / 32’*

*Side: the greater of 1’ for every 3’ in building height, or 5’*

**City Council Findings:** The project as set forth in **Attachment B** complies with the city's 25' riparian and 15' front setback requirements. A waiver of the side yard setbacks is requested. KMC §17.124.050.A, subsections 1 and 2, specifies that a PUD and Subarea Analysis process shall be used in the granting of waivers to bulk regulations for hotels. KMC §17.12.030 sets forth the following minimum side yard setbacks: (A) the greater of one-foot (1') for every three-feet (3') of building height, or five feet (5') for the west side setback; and (B) Twenty-five foot (25') to thirty-two foot (32') setbacks adjacent to State Highway 75 (SH75), as calculated based on the adjacent right of way width. The Project, as amended, proposes a 31.3' average setback along SH75 with portions of the building as close as 20' from edge of SH75 ROW. See the Setback Analysis in **Attachment B** for exact details on subject building setback intrusion adjacent SH75. On the west-side of the structure, portions of the building are proposed as close as 11.8' from the neighboring west property line. Council approves the following side setback waivers: a minimum of sixteen feet (16') west side yard setback waiver and a minimum east side setback of twenty feet (20') consistent with **Attachment B** provided the average east side setback is greater than thirty-one feet (31').

#### **KMC § 17.12.030**

**Permitted Gross Floor Area Ratio:** *0.5 or greater for hotels*

**City Council Findings:** The Council finds the Project meets the definition of hotel as set forth in KMC §17.08 and, as a consequence, is eligible to exceed listed FAR consistent with the Council's previous finding within KMC §17.08.080, subsections B and D. A FAR of 1.57 is proposed for the hotel, which incorporates employee housing and other public amenities within the Project. Significantly, the Council has reviewed the **Attachment B** Subarea Analysis and two **Attachment A** documents - the Gateway Study and a Comparative Hotel PUD Summary Chart. The Council finds the proposed hotel is both by design and use consistent with envisioned plans for the corner of SH75 and River Street. The FAR of the Project is significantly less than the CC-Limelight Hotel and Tourist Zone Harriman Hotel Project - neither of which incorporate community housing on the hotel site. The Project Site was defined as Site 2 in the 2007 Gateway Scale and Massing Study and was identified as a priority urban infill site for potential hotel development. As such, the Property is in the Ketchum Urban Renewal District (KURA) Revenue Allocation Area. The allowance of a 1.57 FAR, as herein conditionally approved by the Council, is warranted due to special development objectives and special characteristics of the site and its physical conditions. In reaching this finding, the Council finds that the proposed FAR, as stipulated, will not be detrimental to the public welfare, health and safety nor injurious to property owners in the immediate area.

Subject to the approval of the PUD application with conditions as noted herein, the Council finds that the Project FAR warrants a waiver and, as a result, complies with this provision of the Tourist Zoning District.



**KMC § 17.12.030*****Building Height******Maximum Permitted: 35' or greater for hotels***

**City Council Findings:** The Project proposes to exceed the thirty-five foot (35') height limit, which is permissible subject to the city's fourth floor hotel use allowance in the Tourist Zoning District provisions, as set forth in KMC §17.124.040.B.3 and by reference KMC §17.124.050.A and B.6. Evidence in support of the Project height waiver up to seventy-two feet (72') from existing grade and an interpretation that the "hotel" does not exceed four floors are as follows:

- (A) The Project site has a large slope from Trail Creek at the south end of the lot to the north end along River Street. The hotel is proposed as a four-story structure on River Street, and step / terrace down to three and then two stories nearest Trail Creek.
- (B) The KMC does not specify the maximum height of a four-story building. Historic references in the KMC, as well as the top floor plate of the adjoining Limelight Hotel show the hotel fourth floor to equal approximately forty-eight feet (48') while the top of the Limelight hotel penthouse parapet is 73.5'.
- (C) Maximum height of the building shall not exceed 48' when the building is measured from the highest elevation of the property (along River Street) or 72' when building height is measured from the lowest elevation of the property (along Trail Creek), as depicted in the **Attachment B** Height Analysis.
- (D) During the transition where the four-story building along River Street steps down approximately thirty feet (30') toward Trail Creek, the forty-eight foot (48') high 4-story building reads like 6-stories at seventy-two feet (72') high. This is permissible consistent with KMC §16.08.020.B and desirable as follows: first, the height of the building at subject central location is below the forty-eight (48') 4-story horizontal plane established by precedent and with the top of the fourth floor at the adjacent Limelight; second, the Council recognizes that in this central location of the structure, that the 4-stories of hotel use are sandwiched between two public amenities (employee housing and a roof top bar for the public). The unique characteristics of the site at this location, where the existing grade drops quickly in the center of the site, result in a portion of the building having a taller element of seventy-two feet (72') as measured from existing grade. The Council finds this consistent with general finding 2.2.3 herein and KMC §16.08.020.B, "[i]n the event of conflict between this PUD chapter and any other ordinance of the city, this PUD chapter shall control."
- (E) In comparison to both the Limelight and approved Harriman Hotels on opposing corners, the height of the proposed Boutique Hotel is lower and more closely aligned to the fourth floor of each building.

(F) The **Attachment A** Gateway Study and **Attachment B** Subarea Analysis indicate that the proposed hotel is both by design and use consistent with envisioned plans for the corner of SH75 and River Street.

(G) Further, the proposed hotel project is consistent with current Tourist Zoning District zoning allowances for hotels. Each of the attendant uses, including restaurant/bar, meeting rooms, and employee housing are also permitted in the Tourist Zoning District. The Project proposes a height waiver for hotels in the Tourist Zone District and, subject to approval of the PUD application with conditions as noted herein, complies with this zoning standard.

**KMC § 17.125.030.H**

**Curb Cut Permitted:** *A total of 35% of the linear footage of any street frontage can be devoted to access off street parking.*

**City Council Findings:** There are no curb cuts proposed along State Highway 75. The new configuration results in less than thirty-five percent (< 35%) of the linear footage of street frontage devoted to access the off street parking within the parking garage.

**KMC § 17.125.020.A.2 and KMC § 17.125.050**

**Parking Spaces:** *Off-street parking standards of this chapter apply to any new development and to any new established uses.*

**City Council Findings:** As analyzed by staff and consistent with KMC §17.125 and the revised Project parking analysis, a minimum of eighty-four (84) parking spaces in the underground parking garage are required. The Project proposes eighty-four (84) spaces in the parking garage. Of the 84 spaces provided for the Project not less than thirteen (13) spaces are reserved for public use and eighteen (18) spaces are reserved for employee housing use. As conditioned herein, the Project complies with this standard.

**2.6 Conditional Use Permit Standards Analysis and City Council Evaluation Compliance Analysis and Findings:**

**KMC § 17.116.030 (A)**

*The characteristics of the conditional use will not be unreasonably incompatible with the types of uses permitted in the applicable zoning district.*

**City Council Findings:** The proposed hotel and each of the attendant uses within the Project, including restaurant/bar, meeting rooms, and employee housing, are permitted uses in the Tourist Zoning District. The characteristics of the conditional use for the Planned Unit Development CUP and the waivers approved herein pursuant to KMC §17.124.050 are compatible with the types of uses permitted in the Tourist Zoning District. The Council finds this standard of evaluation has been met.

**KMC § 17.116.030 (B)**

*The conditional use will not materially endanger the health, safety and welfare of the community.*

**City Council Findings:** The Project will be served with essential public services and facilities, an acceptable level of service for traffic operations and pedestrian safety as set forth in the applicable findings noted in §16.08.080.F and §17.116.030 (B). As conditioned herein, the Council finds this standard has been met.

**KMC § 17.116.030 (C)**

*The conditional use is such that pedestrian and vehicular traffic associated with the use will not be hazardous or conflict with existing and anticipated traffic in the neighborhood.*

**City Council Findings:** The Council found in KMC §16.08.080.F herein above that the Project will be adequately served by necessary vehicular and nonmotorized transportation systems. This finding was made after reviewing **Attachment B**, which includes documents from the Applicant that address how vehicular and pedestrian traffic will circulate in and around the proposed Project. Foremost of these exhibits is the detailed traffic impact study (TIS) prepared by Hales Engineering, which AECOM (on behalf of the city) has provided a peer analysis. **Attachment B** also includes River Street Public ROW Encroachment details that feature the Applicant’s circulation plan, sidewalk improvements, and proposed snowmelt system for the Project. Finally, **Attachment A** includes two excerpts of professional studies. The first is an excerpt from the Idaho Transportation District (ITD) Record of Decision (ROD) and proposed Fiscal Year 2025 (FY25) road improvements to State Highway 75 (SH75) adjacent the property between the Trail Creek Bridge and River Street. As conditioned herein, the Council finds this standard to have been met. In particular, three off-site mitigation measures that will be required as a condition of development, including:

- (A) Developer to accommodate a northbound left-turn lane plus taper at River/Main. The developer will need to coordinate with ITD to determine where the west edge of SH-75 will be and whether ITD will accept temporary paving. The developer would install sidewalk, curb and gutter to the city’s standard. As noted in **Attachment C**, AECOM suggests that “ITD and the City consider creating an opposing left-turn lane and better aligning the approach and departure lanes through the intersection. In addition, it’s understood that this will help prevent queuing and also be a safety improvement.
- (B) Developer to install “right-turn only” signs on the eastbound and westbound approaches (City would likely pay for the cost on the westbound approach).
- (C) At the discretion of the Ketchum City Council, the developer shall install a HAWK system on the crosswalk on the north leg. No crosswalk required on the south leg. However, as noted by AECOM in **Attachment C**, “Before constructing a HAWK signal at River Street, an engineering study should be performed using the guidance provided in Section 4F.01 of the MUTCD.”

**KMC § 17.116.030 (D)**

*The conditional use will be supported by adequate public facilities or services and will not adversely affect public services to the surrounding area or conditions can be established to mitigate adverse impacts.*

**City Council Findings:** Consistent with the findings made for KMC §17.116.03 subsections B and C, the Council finds this standard to have been met.

**KMC § 17.116.030 (E)**

*The conditional use is not in conflict with the policies of the Comprehensive Plan or the basic purposes of this Section.*

**City Council Findings:** The proposed conditional use is supported by the following goals and policies of the 2014 Comprehensive Plan. Specific findings and analysis are as set forth in **Attachment A**. As noted herein, the proposed conditional does not conflict with the policies of the Comprehensive Plan or the basic purposes of Chapter 17.116 Conditional Uses.

**2.7 Findings Regarding Applicant’s PUD Bulk Area Waivers:**

- 2.7.1 The Applicant’s Project includes waivers to the floor area ratio, side yard setbacks, and height and four-story requirements and, subject to compliance by the Applicant with conditions as noted herein, the Project complies with each of the Tourist Zone dimensional standards for hotels.
- 2.7.2 The proposed Planned Unit Development and Conditional Use Permit Application meets the standards of approval under KMC Title 16 and Title 17, subject to conditions of approval.
- 2.7.3 The Project may exceed the maximum floor area, height, setback or minimum lot size requirements of Title 17 KMC, subject to a planned unit development having been prepared for the Project’s proposed hotel and subject to approval by the City Council which outlines the waivers to bulk regulations requested.
- 2.7.4 All height and bulk Project limitations shall be in accordance with Tourist District except those items waived as an incident of the PUD Development Plan approval. The approved Project plans illustrate areas where buildings may exceed height and bulk limitations. As conditioned herein, the Council refers to the zoning and subdivision waivers set forth in these PUD Findings.

**III.  
CONCLUSIONS OF LAW**

The following are the legal principles that provide the basis for the Ketchum City Councils’ decision which the Councilors have applied to the facts presented at the hearing of the above entitled matter:

- 3.1 The City 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
- 3.2 The City pursuant to Chapters 3, 9 and 13 of Title 50 Idaho Code has the authority to enact the Ordinances and regulations which the City has exercised and approved Ordinances codified in the Ketchum City Code (“KMC”), and which are identified in Section II of these Findings of Fact, and which are herein restated as Conclusions of Law by this reference, and which City Ordinances govern the Applicant’s Project Applications for the Development and use of the Project Site.
- 3.3 The City pursuant to Idaho Code Section 67-6515 has the authority, which it has exercised by ordinance, codified at Chapter .08 of Title 16 of the KMC, which is separate from its zoning ordinance for the processing of applications for planned unit development permits.
- 3.4 KMC section 16.08.120 C provides that prior to final approval of a PUD conditional use permit, the City Council may require a written agreement executed by the Applicant to secure performance of any requirement or condition to be imposed as part of the approval, including, but not limited to Development and may also require recordation of documents establishing and guaranteeing the operation and maintenance of the Project; and
- 3.5 The Project Applications, which includes waivers to the floor area ratio, side yard setbacks, and height and four-story requirements is governed under KMC Sections 16.08.020 B, 16.08.030, 16.08.040, 16.08.070, 16.08.080 and 17.124.050 are reviewed and considered by the Council in accordance with the following:
  - 3.5.1 In the event of a conflict Chapter 8 of Title 16 KMC controls over any other City ordinance; and
  - 3.5.2 A planned unit development involves a development of land in which the standard land use regulations of the City may be modified or waived in order to promote beneficial development of an entire tract of land in conformance with an approved planned unit development conditional use permit accentuating usable open space, recreational uses, public amenities, community housing, and harmonious development with surrounding properties and the city at large; and
  - 3.5.3 Any person wishing to develop a planned unit development shall comply with the requirements of chapter 8 of Title 16 KMC in addition to the zoning, subdivision and other applicable laws, ordinances, regulations and rules, subject to any modification or waiver granted as part of the planned unit development (PUD) conditional use permit; and

- 3.5.4 The Planning and Zoning Commission can make recommendations and the City Council has authority to grant waivers or deferrals of any of the requirements of sections 16.08.070 and 16.08.080 KMC on a case-by-case basis when the waiver or deferral will not be detrimental to the public welfare, health and safety nor injurious to property owners in the immediate area; and
- 3.5.5 The proposed Planned Unit Development and Conditional Use Permit meets the standards of approval under Title 16 and Title 17 KMC, subject to conditions of approval.

#### IV. ORDER OF DECISION

Based upon the above and foregoing Findings of Fact/Conclusions of Law and good cause appearing from the record, IT IS HEREBY ORDERED AND THIS DOES ORDER THAT:

**Order No. 1** PEG Ketchum Hotel, LLC Application for a Planned Unit Development Conditional Use Permit Version 3 Master Plan (“Project”) for a hotel development on a 1.09-acre site located at the southwest corner of the State Highway 75 and River Street intersection at 280 E. River, (the “Project Site”) inclusive of a request for waivers to minimum lot size, setback (side yards), height, and floor area ratio (FAR) limitations as set forth in **Attachment B** (the “Conditionally Granted Project”) is granted subject to and contingent upon the following terms and conditions:

**Condition No. 1 Revised Master Plan West Side Set Back:** Applicant shall revise the Version 3 Master Plan with a redesign of the subject Hotel structure within the same locations on the north, east and south with an additional setback on the west side of four (4’) feet from the property line than is shown in Version 3 Master Plan; and

**Condition No. 2 Emergency Services Conditions:** The following are emergency services and safety terms and conditions:

- 2.1 **Completion of Fire Improvements:** The City Building Official or the City Fire Marshal may withhold building and/or fire inspection approval for any phase of construction until all necessary components of the water and/or fire alarm system sufficient to provide protection for that portion of the Conditionally Granted Project are complete.
- 2.2 **Fire Access During Construction:** Vehicle parking and material storage during Conditionally Granted Project construction shall not restrict or obstruct public streets or access to any building. Emergency vehicle access shall be maintained as required by the Fire Chief. Once construction begins on the second floor and above, 26-foot aerial ladder truck access is required along one entire side of the building, in a location approved by the Fire Marshal, for evacuation of injured persons from upper floors. All required Fire Lanes, including within 15 feet of fire hydrants, shall be maintained clear and unobstructed at all times.

- 2.3 **Fire Code Requirements:** The Conditionally Granted Project shall comply with all the terms and conditions set forth in the Ketchum Fire Department Pre-application Requirements Memo dated June 24, 2019 from Tom Ancona, Assistant Chief & Fire Marshall, inclusive of subsequent amendments thereto, as well as all 2012 International Fire Code requirements and any additional specific City Building (Chapter 15.04 and 15.06) and Fire Ordinances (Chapter 15.08).

**Condition No. 3 ROW Improvements Conditions:** The following ROW Improvements are required of the Applicant:

- 3.1 **DIG:** The Applicant shall submit a Street and Alley Digging, Excavation, and Trenching (“DIG”) Permit application with an associated traffic control plan for all construction work within the City ROW to be reviewed and approved by the City Streets Department.
- 3.2 **TURP:** The use of City right-of-way for construction which includes the closure of adjacent streets or sidewalks requires a Temporary Use of Right-of-Way Permit (“TURP”).
- 3.3 **River Street Encroachment Permit Improvements:** KMC §17.96.030.C states: “The City Council shall approval all permanent encroachments within the City-owned ROW associated with a development Conditionally Granted Project.” Applicant has made application as a part of the Conditionally Granted Project to the City for a license to encroach into the River Street Public Right of Way (“River Street ROW”) with a preference for Civil Plan Option 1, as set forth in the 1/21/20 design update **Attachment B**, which includes the following improvements: guest pick-up/drop-off, underground utilities, landscaping, street trees with decorative tree grates, public art, bike racks, sidewalks, pedestrian walkway lighting, and street lighting, and related improvements along River Street, pursuant to KMC §12.08.040. Further, the Applicant proposes that all walkway and driving surfaces within this encroachment area be hooked into its private boiler or similar snowmelt system within the Conditionally Granted Project mechanical room. The snow melt system is proposed to be operational every winter after the Hotel Operations begins operations. Final approval of the River Street ROW improvement plans is required and is subject to review and approval by the Ketchum City Council through a separate encroachment agreement. If approved via separate City encroachment process, such order or decision on encroachment, including any and all conditions thereon, is hereby incorporated by reference and made a part of these findings.
- 3.4 **SH75 Encroachment Permit:** ITD has an approved Record of Decision (“ROD”) that includes a 3-lane section with a six-foot (6’) wide sidewalk abutting the Subject Real Property. Subject ITD improvements to the SH75 ROW are proposed to be installed by ITD in Fiscal Year 2025 with road work in the vicinity, at the earliest, occurring in October of 2025. The installation of these SH75 Improvements by ITD and, particularly, the striping of a dedicated left turn lane West Bound onto River Street with adequate queuing for cars turning onto River Street is important to traffic flow both along SH75 and into the Conditionally Granted Project.

- 3.4.1 Given the Applicant's timeframe for construction and Certificate of Occupancy, subject SH75 work will not be conducted by ITD prior to the Developed Conditionally Granted Project and the commencement of Hotel Operations opening. Given that the City finds that a center turn lane with adequate queuing of approximately fifty to one hundred feet (50' – 100') is necessary for the SH75/River Street intersection to retain its current Level of Service ("LOS") for vehicular car movement, therefore the Applicant shall file with ITD an application for an encroachment permit. The Applicant and City shall work together to attain approval from ITD for the construction and striping of a partial center turn near the River Street intersection north of the Trail Creek bridge. The Applicant shall pay for engineering, traffic control and construction costs for subject SH75 improvements adjacent to the Conditionally Granted Project.
- 3.4.2 Further, to avoid excessive delays for East Bound traffic on River Street, the Applicant shall work with the City and ITD to install appropriate signage and improvements to allow only a right turn onto southbound SH75 at this intersection.
- 3.4.3 **Pedestrian Safety:** To help assure pedestrian safety and consistent with KMC, at the discretion of the Ketchum City Council upon the recommendation of the Ketchum Transportation Authority and the city's peer review engineering firm (AECOM), the Applicant shall work with the City and ITD to upgrade the unsignalized SH75 and River Street crossing (on north-side) to include a HAWK system. The circulation design shall meet all standards as specified in KMC §17.96.060.G. Further, as recommended by AECOM, "Before constructing a HAWK signal at River Street, an engineering study should be performed using the guidance provided in section 4F.01 of the MUTCD."
- 3.5 **Letter of Credit:** The Applicant shall provide an irrevocable letter of credit to the City for the aforementioned ROW Improvements affecting both the SH75 and River Street ROWs.

**Condition No. 4 Terrace Walls:** Construction of terrace walls or features of the outdoor dining patio with landscaping and architectural features adjacent to SH75 may be subject to future design review at the time the application is filed for approval at the discretion of the Administrator.

**Condition No. 5 Time Limits:** The following are the time limits that govern this Conditionally Granted Project:

- 5.1 Pursuant to KMC §17.96.090, the **Design Review Permit No. P 20-0\_\_** is valid for twelve (12) months from the date of final decision on the associated Findings of Fact, Conclusions of Law, and Decision. The Application for the Conditionally Granted Project building permit must be filed within the time as specified in KMC §17.96.090(A)(2). Any extension shall only be as allowed and specified in KMC §17.96.090.



- 5.2 Unless extended by the Ketchum City Council, a building permit shall be issued within twelve (12) months from the date of the last issued Permit.
- 5.3 A certificate of occupancy shall be issued for the Conditionally Granted Project no later than 18 months after the building permit is issued unless the time for completion of the Conditionally Granted Project is extended by the City Council.

**Condition No. 6 Certificate of Occupancy:** No Certificate of Occupancy shall be issued for the use and occupancy of this Conditionally Granted Project until the following items are complete:

- 6.1 All Design Review elements of the Conditionally Granted Project have been completed and approved by the Planning & Building Department; and
- 6.2 All occupancies in the Conditionally Granted Project (residential, commercial, etc) shall meet the Leadership in Energy and Environmental Design (LEED) Silver or equivalent standards consistent with (A) representations of the Applicant as set forth in **Attachment B** and its 1/21/20 design update Sustainability Integration representations (building system / geothermal, high performance building and site, material and product sustainability assessment) and (B) provisions of the City of Ketchum Green Building Code as set forth in KMC §15.20, inclusive of additional recommendations of the Planning & Zoning Commission during Conditionally Granted Project Design Review; and
- 6.3 All proposed encroachments within the City's River Street right-of-way have been installed in accordance with the Conditionally Granted Project Master Plan and approved by the City Engineer; and
- 6.4 All rooftop mechanical and electrical equipment is fully screened from public vantage points and approved by the Planning & Building Department; and
- 6.5 The City's Fire, Utilities, Building, Arborist, Streets, and Planning Departments have conducted final inspections and authorized issuance of Certificate of Occupancy; and
- 6.6 Prior to Certificate of Occupancy, a Parking Plan verifying free public use, the thirteen (13) displaced public parking spaces, and other details at the discretion of the City, shall be provided and approved by Ketchum City Council for the Conditionally Granted Project Parking Garage.

**Condition No. 7 City Permit Performance Fees:** The Applicant shall be charged and shall pay the City Permit Performance Fees for the administration of the City's performance of the Permit Conditions Acceptance Development Agreement.

**Condition No. 8 Conditions to Applicant's Obligations:** The Applicant's obligations hereunder are conditioned upon (1) receiving all the referenced approvals from the City and (2) securing financing as provided in the Permit Conditions Acceptance Development Agreement.

**Condition No. 9 Drainage:** Conditionally Granted Project Drainage system plans shall be submitted to the City Engineer for review and approval. Pursuant to KMC §17.96.060.C, all

storm water shall be retained on site, drainage improvements constructed shall be equal to the length of the Subject Real Property boundary lines, and all drainage facilities shall be constructed per City standards. All drainage improvements shall meet the applicable design criteria as specified in KMC §12.04.030.

**Condition No. 10 Utilities Plan:** The Applicant shall submit a Conditionally Granted Project Utility Plan indicating the location and size of water and sewer mains as well as gas, electric, TV and phone services (KMC §17.96.040.C.2c & KMC §17.96.060.D.1-3). Per KMC §17.96.060.D.2, utilities shall be located underground and utility, power, and communications lines within the Conditionally Granted Project Site should be concealed from public view.

**Condition No. 11 Employee Housing Units:** The Applicant shall either maintain or enter into a master lease with the Hotel Operator for apartment units within the Developed Conditionally Granted Project containing not less than 23 beds, as materially set forth in the 1/21/21 employee housing plan design update set forth in **Attachment B**, and thereby fulfill and satisfy the employee housing obligation of this Conditionally Granted Project consistent with the KMC.

- 11.1 Notwithstanding, consistent with the recommendations of the BCHA and the Commission, the Applicant may as part of the Design Review process seek to amend the employee housing plan configurations to have fewer shared bedroom configurations, improved bathroom to bed ratio, and more individual or couple employee housing suites; and
- 11.2 All leased apartment units must be subleased, assigned or otherwise made available to employees of the Hotel Operator on terms and conditions that emphasize the retention of a local workforce consistent with Blaine County Housing Authority (BCHA) community housing guidelines, and providing employee housing at a price point that is commensurate with its employees' ability to pay. The Applicant may enter into a master lease with the Hotel Operator for apartment units containing twenty-three (23) beds and thereby fulfill and satisfy the employee housing obligation of this Conditionally Granted Project consistent with KMC §17.124.050.
- 11.3 All leased apartment units must be subleased, assigned or otherwise made available to employees of the Hotel Operator on terms and conditions determined by it in the exercise of its discretion consistent with the goals of retaining a local workforce and adhering to the BCHA community housing guidelines.
- 11.4 Apartment leases and the management of this covenant of the developer to provide employee housing in the hotel are subject to annual recertification audits by the City and / or its designee. A fee established by resolution of the City may be charged for this service and associated compliance and monitoring activities.

**Condition No. 12 Hotel Operations:** The core feature of the Conditionally Granted Project is a hotel building operated at an industry acknowledged Four Star Hotel Operations Standard. Adherence to a Four-Star Hotel Operations Standard, particularly during Peak Travel Season, affects the sufficiency of on-site parking and traffic circulation in the

immediate vicinity of the Conditionally Granted Project and is a requirement of the occupancy and use of the Developed Conditionally Granted Project.

**Condition No. 13 Lower Parking Demand and Traffic Impacts:** To assure that the Applicant and/or Hotel Operator provides guest shuttle, employee shuttle, car share program, transit passes, carpool program, alternative transportation (such as bike storage for employees), and strict monitoring and management of deliveries and garbage pick-up, as set forth in §4.13, the Applicant and/or Hotel Operator shall include in the irrevocable letter of credit a Lower Parking Demand and Traffic Impacts amount of fifty thousand dollars (\$50,000) for a period of not greater than five (5) years upon which the City Council may request a draw to cover the City's costs in the mitigation of lowering traffic impacts and/or parking demands associated with the Applicant and/or Hotel Operator's failure to comply.

**Condition No. 14 Parking & Loading:** The Applicant shall present a Conditionally Granted Project Parking Plan for review and consideration by the Commission as part of its full Design Review Submittal. Prior to Certificate of Occupancy, a Conditionally Granted Project Parking Plan verifying public use, validation processes for determining parking charges (if any) for the public and the thirteen (13) displaced public parking spaces, and other details at the discretion of the City, shall be provided and approved by Ketchum City Council for the Conditionally Granted Project Parking Garage. The Conditionally Granted Project is required to have a minimum of eighty-four (84) parking spaces in the underground parking garage. Of these spaces, 52 spaces are required for the Four-Star Hotel Operations Standard, 18 spaces are required for employee housing, 1 space is required for the restaurant/bar, and 13 are required for the public to mitigate displaced public parking spaces from River Street. Of this total, not less than:

- 14.1 Fourteen (14) stalls shall be allocated for employee housing, inclusive of at least one (1) car share vehicle; and
- 14.2 Thirteen (13) underground parking stalls will be available to the general public at no charge to the public while visiting the property or using the conference center, spa, restaurant and bar. Subject to city final approval, a validation system may be employed by the Applicant and/or Hotel Operator with regard to the monitoring of public use of the thirteen, free-of-charge, underground public spaces located in the Conditionally Granted Project Parking Garage; and
- 14.3 Guest shuttle, employee shuttle, car share program, transit passes, and bike storage shall be provided as a part of the Four-Star Hotel Operations Standard.
- 14.4 During and upon completion of the construction of the Conditionally Granted Project, delivery vehicles associated with the Conditionally Granted Project shall not interfere with the regular flow of traffic surrounding the Conditionally Granted Project Site. Delivery vehicles shall not block the regular flow of traffic along River Street. Accordingly, deliveries will be made (a) preferably with single-unit trucks, not large tractor-trailer trucks; (b) during off-peak hours; and, (c) with hand trucks from the designated on-street loading zone. The Applicant shall strictly monitor and

manage deliveries and garbage pick-up to ensure these activities do not occur during peak traffic periods, and that they do not occur simultaneously.

**Condition No. 15 Local Option Tax:** The Conditionally Granted Project shall be subject to the provisions of KMC Section 3.12, relating to local option taxes.

- 15.1 **Beverage, Food & Retail Sales:** All retail, food and beverage sales on the Conditionally Granted Project Site and in the Conditionally Granted Project shall be subject to the local option tax.
- 15.2 **Building Materials:** The Conditionally Granted Project and Conditionally Granted Project Site shall be subject to the local option tax on building materials.
- 15.3 **Employee Housing:** The obligation to pay local option tax shall not apply to the rental of employee housing units.
- 15.4 **Future Amendments to LOT Ordinance:** Any amendments to or repeal of Ketchum's Local Option Tax Ordinance and/or Idaho law relating to such local option taxes shall also apply to and modify this Section to the extent of such amendment(s) and/or repeal.
- 15.5 **Hotel Rooms:** All hotel rentals in the Conditionally Granted Project Four-Star Hotel Operations Standard shall be subject to the local option tax, regardless of who makes the reservation, including independent third-party travel agencies or other independent parties.
- 15.6 **Short-term rentals:** All non-hotel rentals, if any, shall be subject to the local option tax on short-term rentals.
- 15.7 **Marriott Rewards:** Reward stay bookings for any evening shall be assigned a room rate in accordance with the Idaho Administrative Procedures Act (IDAPA) and similar Idaho State Tax Commission rules and regulations. In all cases, subject reward stay booking shall be tracked as room revenue and charged the applicable local option tax rate. Local option taxes shall be remitted for all stays.

**Condition No. 16 Waivers:** Setbacks, FAR, and height for the Conditionally Granted Project shall comply with final Design Review for the Conditionally Granted Project as approved by the City. The final plans once approved and integrated into the Permit Conditions Acceptance Development Agreement by the Ketchum City Council illustrate areas where buildings may exceed height and bulk limitations. As conditioned herein above, Ketchum acknowledges the zoning and subdivision waivers set forth in the PUD Findings.

**Condition No. 17 City Department Requirements:** All requirements of the Fire, Utility, Building, Planning and Public Works departments of the City of Ketchum shall be met. All public improvements shall meet the requirements of the Public Works Department.

**Condition No. 18 Compliance with the Applicable Laws and Ordinances:** All other provisions of Ketchum Municipal Code, Chapters 16 and 17 and all applicable ordinances

rules and regulations of the City and other governmental entities having jurisdiction shall be complied with by the Conditionally Granted Project.

**Condition No. 19 Building Permit Requirements:** The building permit for the Conditionally Granted Project shall not be issued until:

- 19.1 The Conditionally Granted Project is subject to completion assurances and a letter of credit, which shall be detailed by the City Attorney and Finance Director and approved by the Ketchum City Council as provided in the Permit Conditions Acceptance Development Agreement governing this Conditionally Granted Project; and
- 19.2 The Conditionally Granted Project shall pay the plan check and building permit fees that are in effect at the time of plan check and building permit submittal and all fees required by law prior to and for the issuance of a building permit.
- 19.3 Storm Water Management Pollution Prevention Plan (“SWPPP”) in accordance with local, state and federal laws and regulations is in place for the Conditionally Granted Project; and
- 19.4 A detailed Conditionally Granted Project Construction Staging and Mitigation Plan which is consistent with the standards specified in Chapter 15.06 of KMC, including provisions for off-site parking for contractors, sub-contractors, and other trades associated with the construction of the Conditionally Granted Project, off-site storage of bulk materials, and required right of way encroachments during construction, shall be submitted and approved by the City Planning and Building Administrator prior to building permit approval.
- 19.5 The Applicant has secured a will serve letter from Idaho, Clear Creek Disposal and other applicable public and private utility providers prior to issuance of a Building Permit.
- 19.6 The River Street Encroachment Permit encroachment agreement shall be obtained.
- 19.7 The Applicant shall cause to be issued in irrevocable letter of credit for the aforementioned Public ROW Improvements affecting both the SH75 and River Street ROWs. The amount of the financial guarantee shall be at 150% of engineering estimates for the guaranteed improvements. Partial and/or full release(s) of the letter of credit may be made upon: (i) Acceptance of subject River Street ROW improvements by the City; (ii) formal commencement of work by ITD of the SH75 ROW improvements adjacent the Subject Real Property and/or upon complete installation of the SH75 ROW improvements adjacent the Property.

**Condition No. 20 Written Permit Conditions Agreement:** The City Council has approved and the Applicant has entered into a Permit Conditions Acceptance Development Agreement inclusive of all the conditions of approval and consistent in form with Attachment E but subject first to inclusion of conditions of the Planning and Zoning Commission’s Design Review of Conditionally Approved Project and which Permit Conditions Acceptance Development Agreement is finalized and Approved by the City Council having completed its public hearing process regarding the same.

**Order No. 2 Not a Final Action:** These Findings of Fact, Conclusions of Law and Order of Decision are not a final action of the City Council on this Matter by reason of the fact that:

- 2.1 The Conditionally Approved Project must proceed with Design Review before the Planning and Zoning Commission; and
- 2.2 The City Council shall receive and consider, together with notice and the conduct of a public hearing, the final draft of the Permit Conditions Acceptance Development Agreement which shall be inclusive of the terms and conditions of the Planning and Zoning Commissioners' Design Review Order, the Terms and Conditions of Order No.1 and the Applicant's revisions to Version No. 3 Master Plan in compliance with Order No. 1.

Findings of Fact **adopted** this \_\_\_ day of \_\_\_\_\_ 2020.

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Neil Bradshaw, Mayor  
City of Ketchum

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Robin Crotty, City Clerk

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## City of Ketchum

February 3, 2020

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to Hold a Public Hearing and Approve the Crossbuck Townhomes Lot 3B Final Plat**

#### Recommendation and Summary

Staff is recommending the council adopt the following motion:

Move to Approve the Crossbuck Townhomes Lot 3B Final Plat subject to City issuance of a Certificate of Occupancy for the Lot 3B unit

The reasons for the recommendation are as follows:

- The Crossbuck Townhomes Preliminary Plat has been approved by the City.
- Sundali/Mace have proceeded with site improvements consistent with the Construction Phasing Agreement #20233 entered into with the City.
- Subject unit is nearing completion and no issues with certificate of occupancy for Townhome Lot 3B have been identified.
- The city holds a security bond to assure all identified improvements are completed for the project.

#### Analysis

The Project has proceeded consistent with a host of City approvals, including townhome design review, rezone, preliminary plat, building permit, construction phasing, and a grant of license/alley maintenance agreement. Preliminary plat approval and subsequent final plat approval / plat recordation for each phase of the project are defined next steps for each of the sublots. The applicant plans three phases in its final plat recordation process, as allowed by city code. Thus far, a Phase 1 approval for Lot 4B has been approved by Council. Phase 2, as referenced here, is the approval of subject Lot 3B. The third and final phase will be the recordation of a final plat for Lots 3A and 4A, which is scheduled to be heard as one application on February 18, 2020. Staff has no existing concerns with Sundali/Mace complying with the various subdivision, construction phasing, alley maintenance, and other provisions of code. Finalization of the Lot 3B plat is conditioned on a certificate of occupancy being issued for Lot 3B.

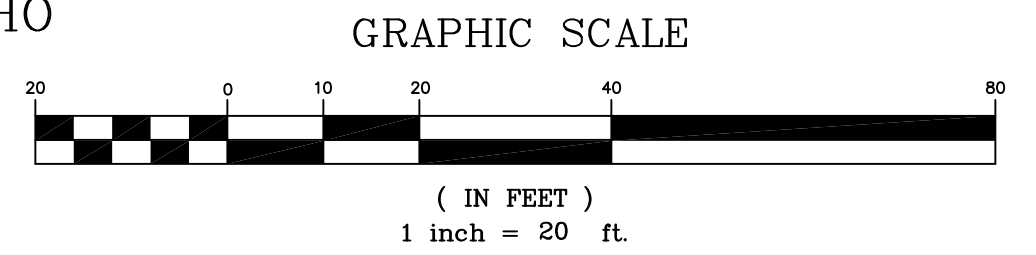
#### Financial Impact

A surety bond is in place to secure the improvements associated with public right of way improvements referenced in the Construction Phasing Agreement #20233, instrument #657659.

#### Attachment

Crossbuck Townhome Lot 3B Final Plat Map  
Draft Findings of Fact

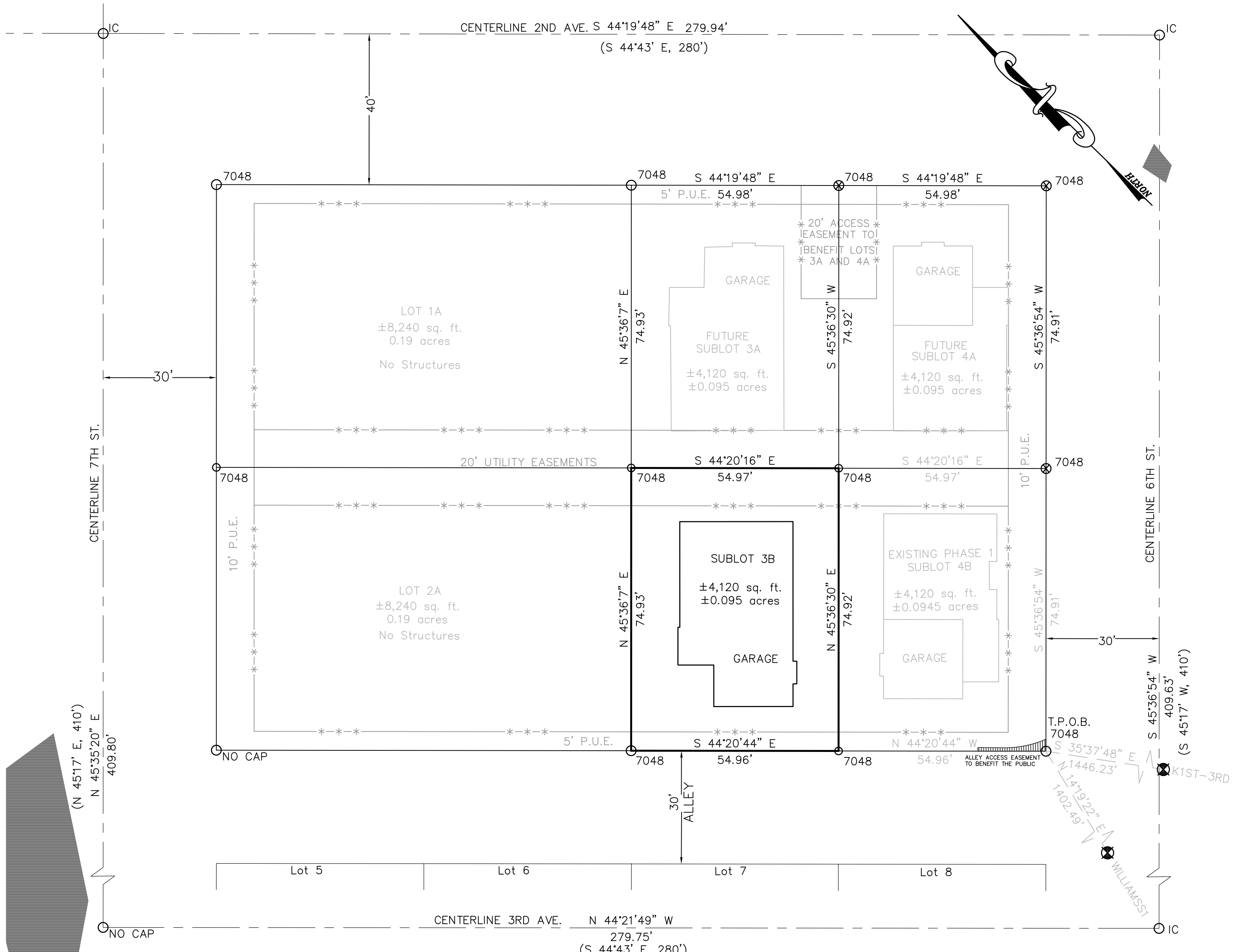
A PLAT SHOWING  
**CROSSBUCK TOWNHOMES; PHASE 2**  
 WHEREIN A PORTION OF LOT 3A, BLOCK 67 IS PLATTED AS A TOWNHOUSE SUBLOT  
 LOCATED WITHIN S13, T.4 N., R.17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
 DECEMBER 2019



- LEGEND**
- Centerline Street/Avenue
  - Subject Boundary Lines
  - \*\*\* Easements as Shown
  - Adjoiners Lot Line
  - ⊕ BCGIS Control and Ties
  - ▨ Alley Easement
  - Found 1/2" as Shown
  - Found 5/8" as Shown
  - ⊗ Found Survey Marker as Shown
  - IC Illegible Cap
  - ( ) Record Dimensions

**NOTES**

- 1) Basis of Bearing is Idaho State Plane Coordinate System, NAD83(1992), Central Zone, at Grid, in US Survey Feet. Combined Scale Factor is 0.9968071. Ground Distances will be slightly longer.
- 2) Documents that may affect this plat are recorded in Blaine County Records as Instrument Numbers 195385 (Survey), 304411-304414 (Municipal Quit Claim Deeds), 657569 (Development Phasing Agreement), 658996 (Plat), and 665603 Crossbuck Townhomes; Phase 1 (Plat).
- 3) The total water system is private from point of connection with the main on 7th street. Owner and all successors in interest are responsible for the installation, maintenance, repair and other costs associated with the private water main serving Lots 1A-4A and Sublot 4B, in accordance with the Construction Phasing Agreement recorded in Blaine County Records as Instrument Number 657569.
- 4) The sewer main and manholes are public from the starting manhole continuous to the 7th Street manhole.
- 5) Declaration Establishing Covenants, Conditions and Restrictions for the Crossbuck Townhomes are Recorded in Blaine County as Inst. No. 665602
- 6) SURVEYOR NARRATIVE:  
 This is Phase Two of Crossbuck Townhomes, platting Sublot 3B. Phase One was platting Sublot 4B. It is anticipated that the remaining proposed Sublots will be platted in future phases as construction is completed.



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

Date \_\_\_\_\_ South Central District Health Dept., EHS





City of Ketchum  
Planning & Building

IN RE:	)	
	)	
Crossbuck Townhomes: Phase 2, Lot 3B	)	KETCHUM CITY COUNCIL
Final Plat	)	FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
Date: February 3, 2020	)	DECISION
	)	
File Number: 19-140	)	

**Findings Regarding Application Filed**

**PROJECT:** Final Plat for Crossbuck Townhomes: Phase 2, Lot 3B

**FILE NUMBER:** P19-140

**OWNERS:** William Sundali and Shane & Shannon Mace

**REPRESENTATIVE:** Alpine Enterprises

**REQUEST:** Crossbuck Townhomes: Phase 2, Lot 3B Final Plat

**LOCATION:** Not Yet Assigned

**NOTICE:** Legal notice with the city’s newspaper of record and for adjoining landowners within 300’ was in compliance with the 15 day and 10 day notice requirements. Notice to neighbors and publication in the *Idaho Mountain Express* for the February 3, 2020 hearing occurred on January 15, 2020.

**ZONING:** GR-L

**OVERLAY:** None

**Findings Regarding Associated Development Applications**

1. In 2018 Sundali and Mace received preliminary plat approval for the creation of 4 sublots, which are referenced as Sublots 4A, 4B, 3A, and 3B of Crossbuck Townhomes.
2. Subject sublots were the result of design review approval and related platting of Lots 3A and 4A of Block 67 (within Ketchum Townsite within S13, T4N, R17E, Boise Meridian, City of Ketchum, Blaine County, Idaho) consistent with Townhouse §16.04.080 provisions of the Ketchum Municipal Code (KMC).
3. Sundali/Mace entered into a construction phasing agreement #20233 with the city (instrument #657659) consistent with §16.04.110 of the KMC for Phased Development Projects.
4. The majority of infrastructure improvements referenced in subject construction phasing agreement have been made by the applicant. However, there are sidewalk and other related ROW improvements that are still outstanding that the applicant has secured with a construction performance bond.

5. In 2019 a certificate of occupancy and related final plat for Phase 1 of the three phased Crossbuck Townhome plat was issued for Lot 4B.
6. This application is for Phase 2 and proposes a final plat for Sublot 3B of Crossbuck Townhomes.
7. Sublot 3B is 4,120 square feet in size and accessed from an improved city alleyway, which the applicant has agreed to maintain consistent with the recorded Grant of License and Alley Maintenance Agreement (Instrument #665790)
8. The application has been submitted by Alpine Enterprises Inc and the map associated with the project is dated December 2019 and includes 6 plat notes, including reference to the project CC&Rs (instrument #665602) and the previously referenced construction phasing agreement.
9. As set forth in Ketchum Municipal Code (KMC) §16.04.030.G, Final Plat Procedures, compliance with the requirements of the Subdivision Ordinance, including the Development and Design Standards set forth in KMC §16.04.040 is required.

**Table 1: Findings Regarding Final Plat Requirements**

Final Plat Requirements			
Compliant			Standards and Staff Comments
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p><b>16.04.040.A</b> 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.</p> <p><i>Improvements set forth in phased construction agreement, including alley, have been constructed to plan. Sidewalk along 6<sup>th</sup> Street to be re-poured in Spring 2020. Surety bond and other pending phases assures completion.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p><b>16.04.040.B</b> Improvement Plans: Prior to approval of final plat by the Council, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.</p> <p><i>Subject project improvement drawings have been submitted and approved by the city and, in the majority of instances, all the required improvement plans have been constructed and accepted by the city (e.g., water and sewer infrastructure, alleyway).</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p><b>16.04.040.C</b> Performance Bond: 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, factors beyond the control of the subdivider, or other conditions as determined acceptable at the sole discretion of the city, 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 two years or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.</p> <p><i>Yes. City has a performance bond for the unfinished work.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p><b>16.04.040.D</b> As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.</p>

				<i>Installed improvements have been approved by city and drawings filed.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.E	<p><b>Monumentation:</b> Following completion of construction of the required improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows:</p> <ol style="list-style-type: none"> <li>1. All angle points in the exterior boundary of the plat.</li> <li>2. All street intersections, points within and adjacent to the final plat.</li> <li>3. All street corner lines ending at boundary line of final plat.</li> <li>4. All angle points and points of curves on all streets.</li> <li>5. The point of beginning of the subdivision plat description.</li> </ol>
				<i>The applicant shall meet the required monumentation standards prior to recordation of the Final Plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.F	<p><b>Lot Requirements:</b></p> <ol style="list-style-type: none"> <li>1. Lot size, width, depth, shape and orientation and minimum building setback lines shall be in compliance with the zoning district in which the property is located and compatible with the location of the subdivision and the type of development, and preserve solar access to adjacent properties and buildings.</li> <li>2. Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contains land with a slope in excess of twenty five percent (25%), based upon natural contours, or creates corner lots at the intersection of two (2) or more streets, building envelopes shall be shown for the lot(s) so affected on the preliminary and final plats. The building envelopes shall be located in a manner designed to promote harmonious development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. Also, building envelopes shall be located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, watercourses and topographical features. Structures may only be built on buildable lots. Lots shall only be created that meet the definition of "lot, buildable" in section 16.04.020 of this chapter. Building envelopes shall be established outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following: <ol style="list-style-type: none"> <li>a. For lot line shifts of parcels that are entirely within slopes of twenty five percent (25%) or greater to create a reasonable building envelope, and mountain overlay design review standards and all other city requirements are met.</li> <li>b. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section.</li> </ol> </li> <li>3. Corner lots outside of 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.</li> <li>4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.</li> <li>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.</li> <li>6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat. Minimum lot sizes in all cases shall be reversed frontage lot(s).</li> </ol>
				<i>Each of the lots comply with 1-6 (above).</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.G	<p><b>G. Block Requirements:</b> The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</p> <ol style="list-style-type: none"> <li>1. No block shall be longer than one thousand two hundred feet (1,200'), nor less than four hundred feet (400') between the street intersections, and shall have sufficient depth to provide for two (2) tiers of lots.</li> <li>2. Blocks shall be laid out in such a manner as to comply with the lot requirements.</li> <li>3. The layout of blocks shall take into consideration the natural topography of the land to promote access within the subdivision and minimize cuts and fills for roads and minimize adverse impact on environment, watercourses and topographical features.</li> </ol>

				<p>4. Except in the original Ketchum Townsite, corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.</p>
				<i>This application does not create a new block. This requirement is not applicable.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.H	<p><b>Street Improvement Requirements:</b></p> <ol style="list-style-type: none"> <li>1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land;</li> <li>2. All streets shall be constructed to meet or exceed the criteria and standards set forth in chapter 12.04 of this code, and all other applicable ordinances, resolutions or regulations of the city or any other governmental entity having jurisdiction, now existing or adopted, amended or codified;</li> <li>3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad or limited access highway right of way, the council may require a frontage street, planting strip, or similar design features;</li> <li>4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods;</li> <li>5. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven percent (7%) so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing;</li> <li>6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development 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;</li> <li>7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended;</li> <li>8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;</li> <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') shall be prohibited;</li> <li>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</li> <li>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 County Assessor's office before submitting same to council for preliminary plat approval;</li> <li>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</li> <li>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;</li> <li>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;</li> <li>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;</li> </ol>

				<p>18. Street lighting shall be required consistent with adopted city standards and where designated shall be installed by the subdivider as a requirement improvement;</p> <p>19. Private streets may be allowed upon recommendation by the commission and approval by the Council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section and chapter 12.04 of this code;</p> <p>20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the Administrator and shall be consistent with the type and design of existing street signs elsewhere in the City;</p> <p>21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by the subdivider. Such construction or improvement shall be in accordance with adopted standard specifications;</p> <p>22. Sidewalks, curbs and gutters shall be required consistent with adopted city standards and where designated shall be a required improvement installed by the subdivider;</p> <p>23. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights-of-way unless approved by the City Council; and</p> <p>24. No new public or private streets or flag lots associated with a proposed subdivision (land, planned unit development, townhouse, condominium) are permitted to be developed on parcels within the Avalanche Zone.</p>
				<i>This proposal does not create new street. These standards are not applicable.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.I	<p><b>Alley Improvement Requirements:</b> Alleys shall be provided in, 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 permitted only within the original Ketchum Townsite and only after due consideration of the interests of the owners of property adjacent to the dead-end alley including, but not limited to, the provision of fire protection, snow removal and trash collection services to such properties. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.</p>
				<i>The alley has been improved and an alley maintenance agreement entered into with the applicant.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J	<p><b>Required Easements:</b> Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.</p> <p>1. A public utility easement at least ten feet (10') in width shall be required within the street right-of-way boundaries of all private streets. A public utility easement at least five feet (5') in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the City Engineer to be necessary for the provision of adequate public utilities.</p> <p>2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse.</p> <p>3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the Council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the Council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision.</p> <p>4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion.</p>

				<p>5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.</p> <p>6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the City.</p>
				<i>The project borders both 6<sup>th</sup> Street, 7<sup>th</sup> Street, 2<sup>nd</sup> Avenue and a city alley. Subject public rights of way provide the necessary utility and other easements needed for the project.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.K	<p><b>Sanitary Sewage Disposal Improvements:</b> Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the City Engineer, Council and Idaho Health Department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho Department of Health and the Council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the Council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety and welfare.</p>
				<i>The new residence is connected to the municipal sewer system.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.L	<p><b>Water System Improvements:</b> A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the City under the supervision of the Ketchum Fire Department and other regulatory agencies having jurisdiction. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall be permitted. All water systems shall be connected to the Municipal water system and shall meet the standards of the following agencies: Idaho Department of Public Health, Idaho Survey and Rating Bureau, District Sanitarian, Idaho State Public Utilities Commission, Idaho Department of Reclamation, and all requirements of the City.</p>
				<i>The new residence is connected to the city water system.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.M	<p><b>Planting Strip Improvements:</b> Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.</p>
				<i>This standard is not applicable.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.N	<p><b>Cuts, Fills, And Grading Improvements:</b> Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following:</p> <ol style="list-style-type: none"> <li>1. A preliminary soil report prepared by a qualified engineer may be required by the commission and/or Council as part of the preliminary plat application.</li> <li>2. Preliminary grading plan prepared by a civil engineer shall be submitted as part of all preliminary plat applications. Such plan shall contain the following information: <ol style="list-style-type: none"> <li>a. Proposed contours at a maximum of five foot (5') contour intervals.</li> <li>b. Cut and fill banks in pad elevations.</li> <li>c. Drainage patterns.</li> <li>d. Areas where trees and/or natural vegetation will be preserved.</li> <li>e. Location of all street and utility improvements including driveways to building envelopes.</li> <li>f. Any other information which may reasonably be required by the Administrator, commission or Council to adequately review the affect of the proposed improvements.</li> </ol> </li> </ol>

			<p>3. Grading shall be designed to blend with natural landforms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways.</p> <p>4. Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for open space for the benefit of future property owners within the subdivision.</p> <p>5. Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction. Until such times as such revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion.</p> <p>6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply:</p> <ul style="list-style-type: none"> <li>a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability.</li> <li>b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHO T99 (American Association of State Highway Officials) and ASTM D698 (American Standard Testing Methods).</li> <li>c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability.</li> <li>d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or where fill slope toes out within twelve feet (12') horizontally of the top and existing or planned cut slope.</li> <li>e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.</li> </ul>
			<i>These standards are not applicable.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p><b>16.04.040.O</b> <b>Drainage Improvements:</b> The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the City on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders.</p>
			<i>Drainage improvements have been made on-site as well as along 6<sup>th</sup> Street consistent with streets and city engineer requirements..</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p><b>16.04.040.P</b> <b>Utilities:</b> In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.</p>
			<i>Utility corridor for project completed. Water and sewer services approved and installed per code. Natural gas, telephone, cable, and electricity serve the new residence.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p><b>16.04.040.Q</b> <b>Off Site Improvements:</b> Where the off site impact of a proposed subdivision is found by the commission or Council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to final plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.</p>
			<i>Off-site improvements along 6<sup>th</sup> Street and the alleyway have been made by the applicant consistent with construction phasing agreement between the applicant and the city.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p><b>16.04.040.R</b> <b>Avalanche And Mountain Overlay:</b> All improvements and plats (land, planned unit development, townhouse, condominium) created pursuant to this chapter shall comply with</p>

				City of Ketchum Avalanche Zone District and Mountain Overlay Zoning District requirements as set forth in Title 17 of this Code.
				N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.S	Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
				N/A

**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 Condominium Subdivision Final Plat application for the development and use of the project site.
2. The Council has authority to hear the applicant’s Townhome Subdivision application pursuant to Chapter 16.04 of Ketchum Code Title 16.
3. The City of Ketchum Planning Department provided adequate notice for the review of this application.
4. The proposed Final Plat meets the standards for Final Plat under Title 16 of Ketchum Municipal Code subject to conditions of approval.

**DECISION**

**THEREFORE**, the Ketchum City Council **approves** this Condominium Subdivision Final Plat application this Monday, February 3<sup>rd</sup>, 2020 subject to the following conditions:

**CONDITIONS OF APPROVAL**

1. The recorded plat shall show a minimum of two Blaine County Survey Control Monuments with ties to the property and an inverse between the two monuments. The Survey Control Monuments shall be clearly identified on the face of the map.
2. An electronic CAD file shall be submitted to the City of Ketchum prior to final plat signature by the City Clerk. The electronic CAD file shall be submitted to the Blaine County Recorder’s office concurrent with the recording of the Plat containing the following minimum data:
  - a. Line work delineating all parcels and roadways on a CAD layer/level designated as “parcel”;
  - b. Line work delineating all roadway centerlines on a CAD layer/level designated as “road”; and,
  - c. Line work that reflects the ties and inverses for the Survey Control Monuments shown on the face of the Plat shall be shown on a CAD layer/level designated as “control”; and,
3. All information within the electronic file shall be oriented and scaled to Grid per the Idaho State Plane Coordinate System, Central Zone, NAD1983 (1992), U.S. Survey Feet, using the Blaine County Survey Control Network. Electronic CAD files shall be submitted in a “.dwg”, “.dgn” or “.shp” format and shall be submitted digitally to the City on a compact disc. When the endpoints of the lines submitted are indicated as coincidental with another line, the CAD line endpoints shall be separated by no greater than 0.0001 drawing units.
4. The Final Plat mylar shall contain all items required under Title 50, Chapter 13, Idaho Code as well as all items required pursuant to KMC §16.04.030J including certificates and signatures.



5. All governing ordinances and department conditions pertinent to the Fire Department, Building Department, Planning Department, Street Department and Ketchum City Engineer shall be met.
6. The Grant of License and Alley Maintenance Agreement (Instrument #665790) shall be referenced on the final plat as applying to subject Sublot 4A.

Findings of Fact **adopted** this 3<sup>rd</sup> day of February, 2020.

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Neil Bradshaw, Mayor

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Robin Crotty, City Clerk



## City of Ketchum

February 3, 2020

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to Hold a Public Hearing and Approve the Onyx at Leadville Residence: Phase 2 Final Plat**

#### Recommendation and Summary

Staff recommends the Ketchum City Council hold a public hearing and approve the Condominium Subdivision Final Plat submitted by Sean Flynn PE of Galena Engineering on behalf of property owner J Peterman Development LLC to create Units 101, 201, and 301 and associated common area and limited common areas within the Onyx at Leadville Residences multi-family residential development.

Recommended Motion: "I move to approve the Onyx at Leadville Residence: Phase 2 Final Plat subject to the issuance of Certificates of Occupancy for units 101, 201 and 301 and to authorize the Mayor to sign the Findings of Fact, Conclusions of Law, and Decision."

The reasons for the recommendation are as follows:

- The developer originally intended to complete all units within the building at the same time. However, Unit 203 was completed first to expedite the sale of this unit and units 101, 201, and 301 (which are stacked vertically within the building) are anticipated to be completed prior to the remaining four (4) units in the building. The final four (4) units are intended to be platted together as a third and final phase.
- Bonds are in place for the outstanding Design Review requirements (landscaping) and required right-of-way improvements that winter conditions have prevented completion of to date.
- The request to subdivide meets all applicable standards for Condominium Final Plats contained in Ketchum Municipal Code's Subdivision (Title 16) regulations.
- The Ketchum City Council approved the Onyx at Leadville Residences Condominium Subdivision Preliminary Plat on October 21st, 2019 and approved the Final Plat for Phase 1 on December 2nd, 2019.
- Consistent with Design Review P18-005, Building Permit B18-016, and Preliminary Plat P19-093, the developer has proceeded to construct the multi-family residential development, which was designed and intended to be subdivided into condominium units.

#### Financial Impact

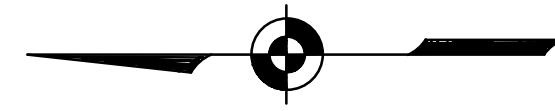
Recording the Final Plat signals to the Blaine County Assessor's Office that the condominiums, which are new construction, has been completed and may be added to the tax rolls.

#### Attachments

1. Final Plat, The Onyx at Leadville Residence: Phase 2
2. Draft Findings of Fact, Conclusions of Law, and Decision The Onyx at Leadville Residences Phase 2 Final Plat

# A CONDOMINIUM PLAT SHOWING THE ONYX AT LEADVILLE RESIDENCE: PHASE 2

WHEREIN THE COMMON AREA OF THE ONYX AT LEADVILLE RESIDENCE: PHASE 1 IS SUBDIVIDED  
LOCATED WITHIN SECTION 18, T.4 N., R.18 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
JANUARY 2020

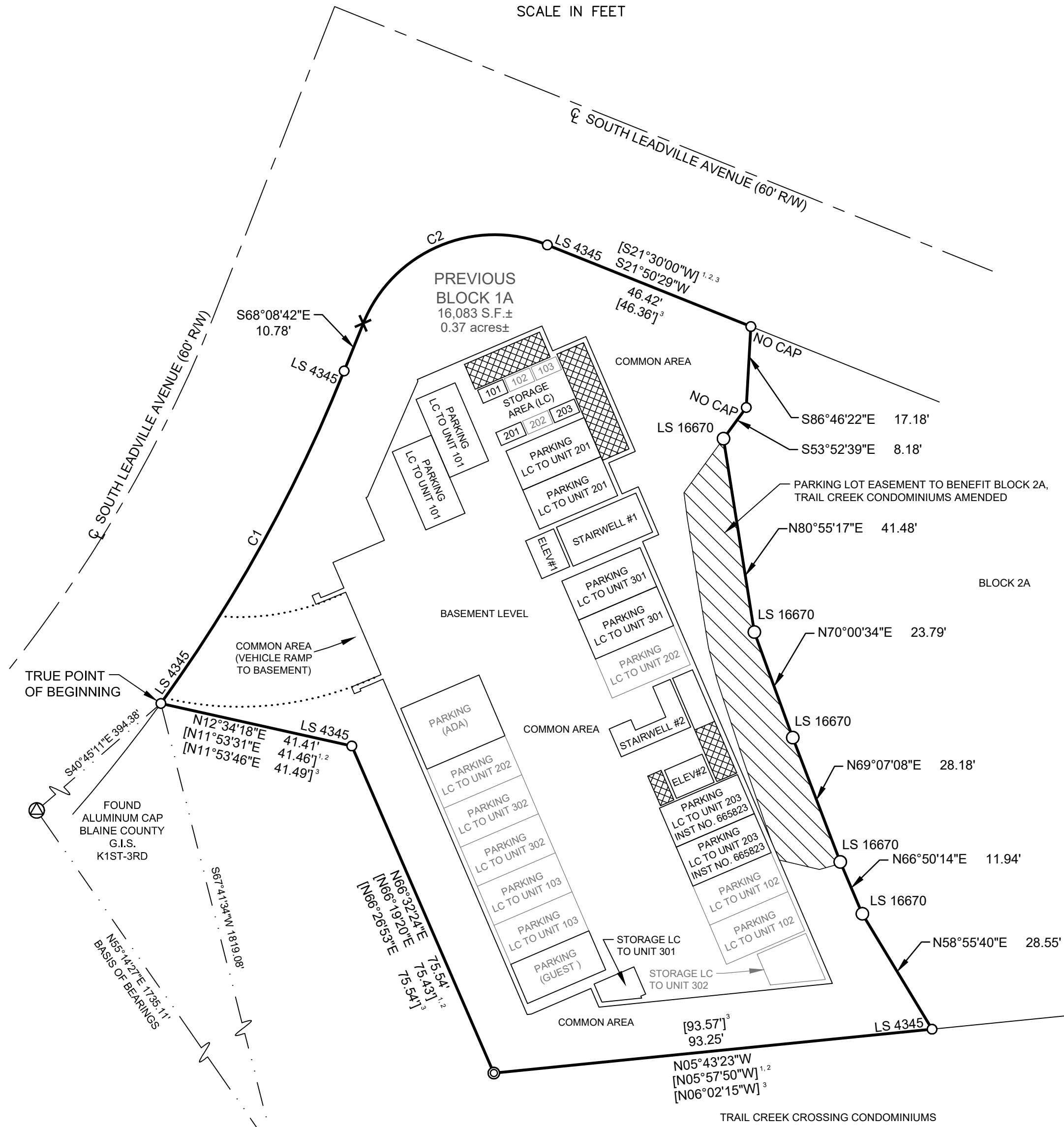


SCALE: 1" = 20'



### LEGEND

- Property Line
- Adjoiner's Lot Line
- Right-of-Way Centerline
- Unit Tie to True Point of Beginning
- GIS Tie Line
- Basement Parking Access
- Parking Lot Easement to Benefit Block 2A Trail Creek Condominiums Amended
- Found Aluminum Cap on 5/8" Rebar
- Found 5/8" Rebar
- Found 1/2" Rebar
- Set Magnetic Nail & Washer at previous Calculated Point
- Found Chiseled X in Concrete, Set Magnetic Nail & Washer
- Record Bearing & Distance with Document referenced by Number (See Notes)
- Mechanical Rooms / Area
- LC = Limited Common
- FE = Finished Floor Elevation
- CE = Ceiling Elevation



### SURVEY NARRATIVE & NOTES

1. THE PURPOSE OF THIS SURVEY IS TO SUBDIVIDE THE COMMON AREA OF THE ONYX AT LEADVILLE RESIDENCE: PHASE 1 INTO CONDOMINIUM UNITS. PHASE 2 WILL CREATE UNITS 101, 201, AND 301, THE ONYX AT LEADVILLE RESIDENCE: PHASE 2, AS SHOWN HEREON. THE BOUNDARY SHOWN IS BASED ON THE RECORDED PLAT OF TRAIL CREEK CONDOMINIUMS AMENDED: BLOCKS 1A AND 2A, INSTRUMENT NUMBER 651978, RECORDS OF BLAINE COUNTY, IDAHO. ALL FOUND MONUMENTS HAVE BEEN ACCEPTED. ADDITIONAL DOCUMENTS USED IN THE COURSE OF THIS SURVEY INCLUDE THE PLAT OF TRAIL CREEK CONDOMINIUMS, INSTRUMENT NUMBER 199464, AND TRAIL CREEK CONDOMINIUMS AMENDED: BLOCKS 1 AND 2, INSTRUMENT NUMBER 521472, AND LEADVILLE SUBDIVISION, INSTRUMENT NUMBER 191260, ALL RECORDS OF BLAINE COUNTY, IDAHO. VERTICAL DATUM IS NAVD 1988.
2. REFER TO ORIGINAL PLAT OF TRAIL CREEK CONDOMINIUMS AMENDED: BLOCKS 1 AND 2, INSTRUMENT NO. 521472, FOR ADDITIONAL NOTES, CONDITIONS, COVENANTS, RESTRICTIONS, EASEMENTS AND OTHER ENCUMBRANCES.
3. THERE EXISTS A 5' PUBLIC UTILITY EASEMENT ON THE EXTERIOR PROPERTY LINE OF THIS LOT.
4. PREVIOUSLY RECORDED DOCUMENTS WITH RECORD BEARINGS & DISTANCES SHOWN INCLUDE:
  - 1. LEADVILLE SUBDIVISION, INSTRUMENT NUMBER 191260
  - 2. TRAIL CREEK CONDOMINIUMS, INSTRUMENT NUMBER 199464
  - 3. TRAIL CREEK CONDOMINIUMS AMENDED: BLOCKS 1 AND 2, INSTRUMENT NUMBER 521472
5. IN INTERPRETING THE DECLARATION, PLAT OR PLATS, AND DEEDS, THE EXISTING PHYSICAL BOUNDARIES OF THE UNIT AS ORIGINALLY CONSTRUCTED, OR RECONSTRUCTED IN LIEU THEREOF, SHALL BE CONCLUSIVELY PRESUMED TO BE ITS BOUNDARIES RATHER THAN THE METES AND BOUNDS EXPRESSED OR DEPICTED IN THE DECLARATION, PLAT OR PLATS, AND/OR DEEDS, REGARDLESS OF SETTLING OR LATERAL MOVEMENT OF THE BUILDING AND REGARDLESS OF MINOR VARIANCES BETWEEN BOUNDARIES SHOWN IN THE DECLARATION, PLAT OR PLATS, AND/OR DEEDS, AND THE ACTUAL BOUNDARIES OF THE UNITS IN THE BUILDINGS.
6. DIMENSIONS SHOWN HEREON WILL BE SUBJECT TO SLIGHT VARIATIONS, OWING TO NORMAL CONSTRUCTION TOLERANCES.
7. HORIZONTAL OR SLOPING PLANES SHOWN HEREON ARE TOP OF FINISHED SUBFLOOR AND BOTTOM OF FINISHED CEILING; VERTICAL PLANES ARE FINISHED SURFACES OF INTERIOR WALLS. SOME STRUCTURAL MEMBERS EXTEND INTO UNITS, LIMITED COMMON AREAS AND PARKING SPACES.
8. PROPERTY SHOWN HEREON IS SUBJECT TO TERMS, PROVISIONS, COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, CHARGES, ASSESSMENTS AND LIENS PROVIDED BY APPLICABLE CONDOMINIUM LAW OR THE CONDOMINIUM DECLARATION RECORDED UNDER INSTRUMENT NUMBER 665822, RECORDS OF BLAINE COUNTY, IDAHO. CONSULT THE CONDOMINIUM DECLARATIONS FOR THE DEFINITION OF COMMON AND LIMITED COMMON AREA.
9. ALL AREA OUTSIDE OF UNITS THAT IS NOT DESIGNATED AS LIMITED COMMON IS COMMON AREA. AREAS OF "COMMON" OR "LIMITED COMMON" ARE SHOWN BY DIAGRAM.
10. BUILDING TIES ARE TO THE INTERIOR CORNERS OF UNIT WALLS.
11. UTILITY EASEMENTS NECESSARY TO ALLOW FOR ACCESS AND MAINTENANCE OF UTILITIES SERVING UNITS OTHER THAN THE UNIT THEY ARE LOCATED IN ARE HEREBY GRANTED BY THIS PLAT.
12. THIS PROPERTY FALLS WITHIN THE T, TOURIST ZONE.
13. PHASE 2 CONSISTS OF UNITS 101, 201 & 301. PHASE ONE, RECORDED UNDER INSTRUMENT NO. 665823, RECORDS OF BLAINE COUNTY, ID, CONSISTED OF UNIT 203. ALL AREAS OUTSIDE OF THESE UNITS, AND THEIR RESPECTIVE LC AREAS, ARE COMMON AREA UNTIL REPLATTED IN FUTURE PHASES.

CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	DELTA	CHORD	CHORD DIRECTION
C1	80.61 <sup>1,2</sup>	330.00 <sup>1,2</sup>	40.51 <sup>1,2</sup>	13°59'45"	80.41 <sup>1,2</sup>	S 61°08'51" E
[C1] <sup>1,2</sup>	[80.60] <sup>1,2</sup>	[330.00] <sup>1,2</sup>	[40.50] <sup>1,2</sup>	[13°59'30"] <sup>1,2</sup>	[80.40] <sup>1,2</sup>	[S 61°30'11" E] <sup>1,2</sup>
[C1] <sup>3</sup>	[80.61] <sup>3</sup>	[330.00] <sup>3</sup>	[40.50] <sup>3</sup>	[13°59'42"] <sup>3</sup>	[80.41] <sup>3</sup>	[S 61°29'20" E] <sup>3</sup>
C2	47.12 <sup>1,2</sup>	30.00 <sup>1,2</sup>	29.99 <sup>1,2</sup>	89°59'27"	42.42 <sup>1,2</sup>	S 23°09'05" E
[C2] <sup>1,2</sup>	[47.12] <sup>1,2</sup>	[30.00] <sup>1,2</sup>	[30.00] <sup>1,2</sup>	[90°00'00"] <sup>1,2</sup>	[42.43] <sup>1,2</sup>	[S 23°30'00" E] <sup>1,2</sup>
[C2] <sup>3</sup>	[47.12] <sup>3</sup>	[30.00] <sup>3</sup>	[29.99] <sup>3</sup>	[89°59'11"] <sup>3</sup>	[42.42] <sup>3</sup>	[S 23°29'36" E] <sup>3</sup>
C3	144.55 <sup>1,2</sup>	283.20 <sup>1,2</sup>	73.89 <sup>1,2</sup>	29°14'44"	142.99 <sup>1,2</sup>	S 07°13'06" W
[C3] <sup>1,2</sup>	[144.67] <sup>1,2</sup>	[283.20] <sup>1,2</sup>	[73.95] <sup>1,2</sup>	[29°16'10"] <sup>1,2</sup>	[143.11] <sup>1,2</sup>	[S 06°51'51" W] <sup>1,2</sup>
[C3] <sup>3</sup>	[144.56] <sup>3</sup>	[283.20] <sup>3</sup>	[73.89] <sup>3</sup>	[29°14'47"] <sup>3</sup>	[142.99] <sup>3</sup>	[S 06°52'37" W] <sup>3</sup>

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

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



MARK E. PHILLIPS, PLS 16670

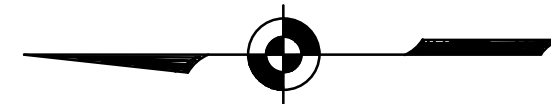
THE ONYX AT LEADVILLE RESIDENCE: PHASE 2  
GALENA ENGINEERING, INC.  
HAILEY, IDAHO  
SHEET 1 OF 3  
Job No. 7410.04

A CONDOMINIUM PLAT SHOWING  
**THE ONYX AT LEADVILLE RESIDENCE: PHASE 2**  
 LOCATED WITHIN SECTION 18, T.4 N., R.18 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

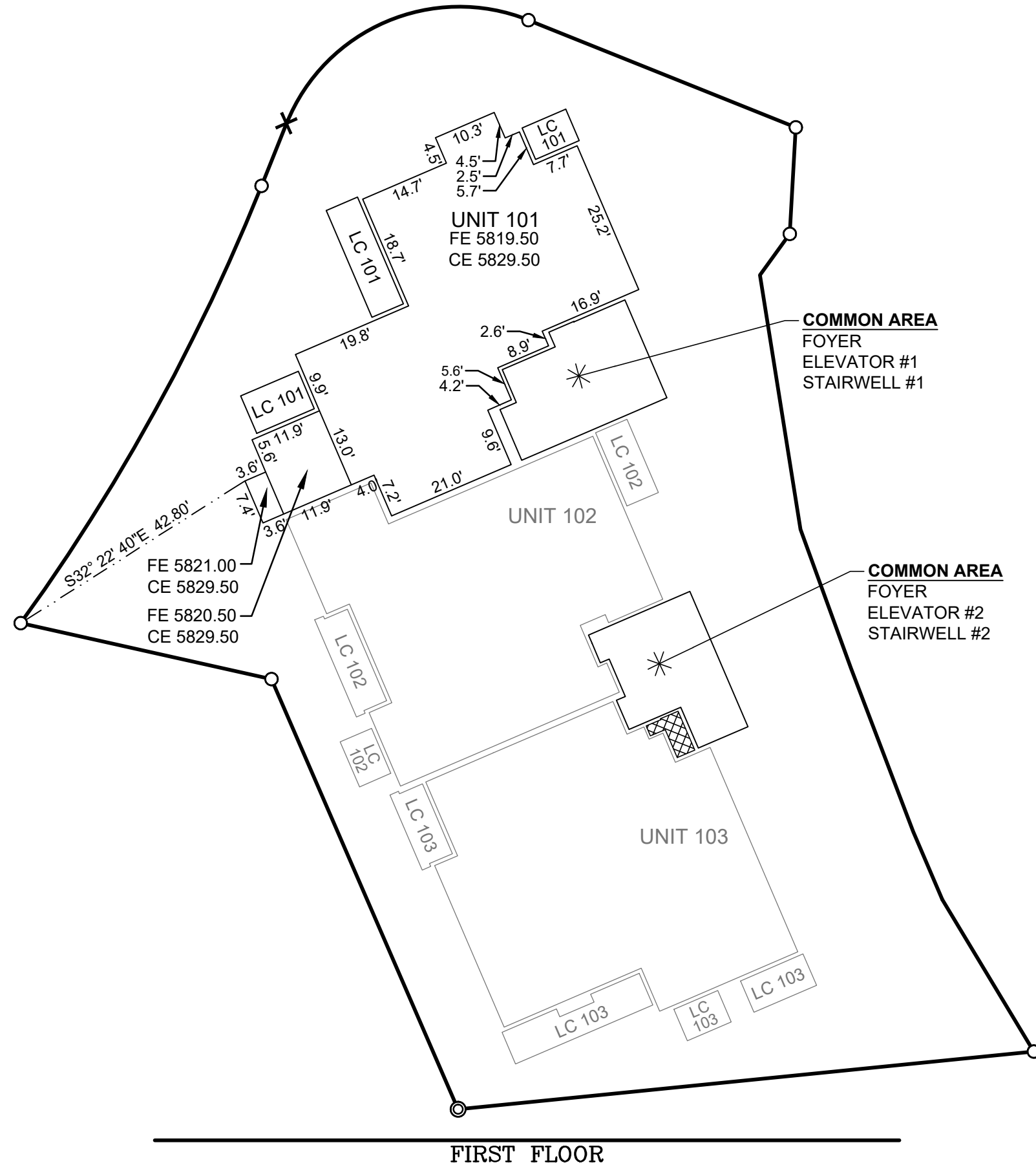
JANUARY 2020



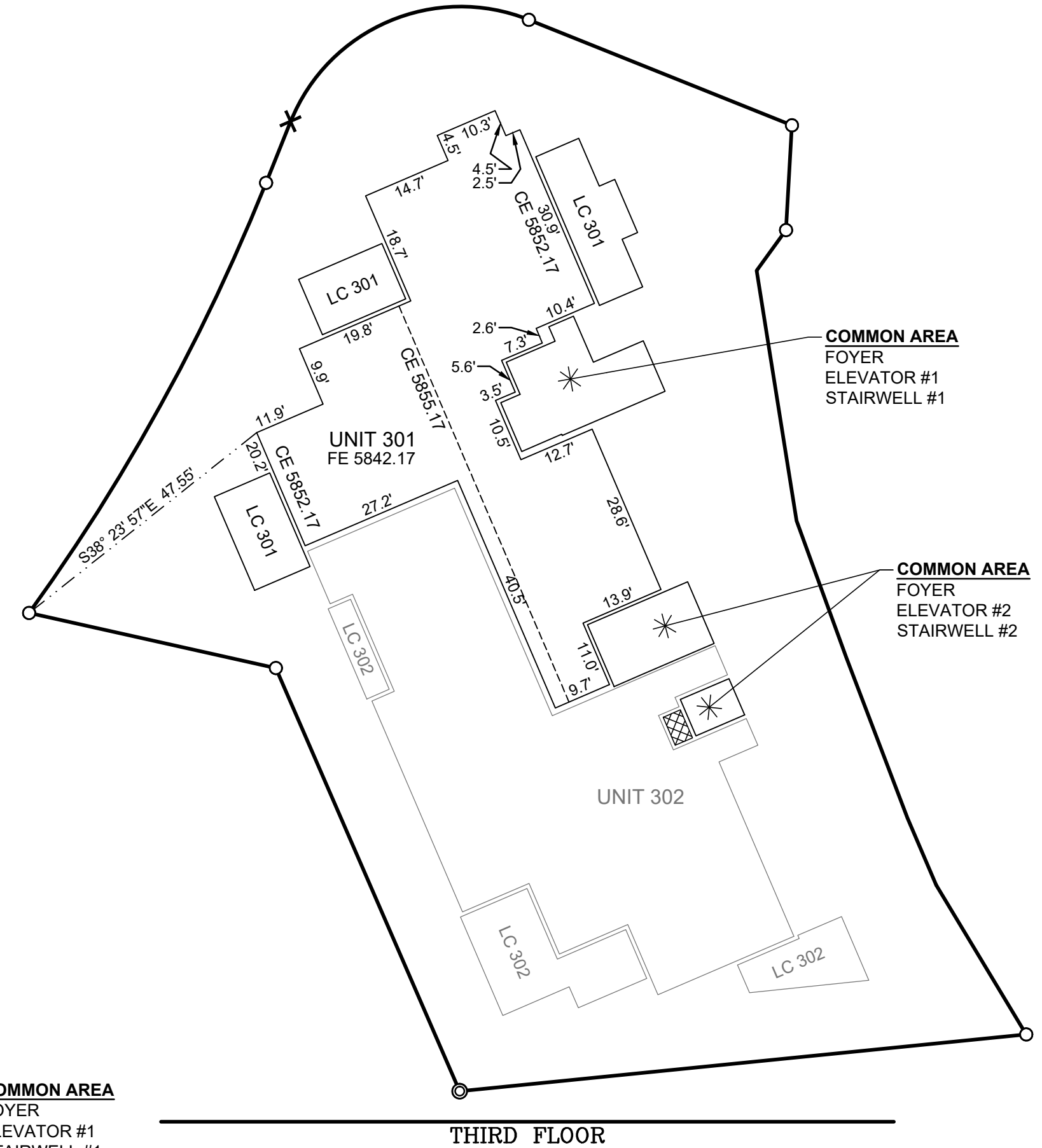
SCALE IN FEET



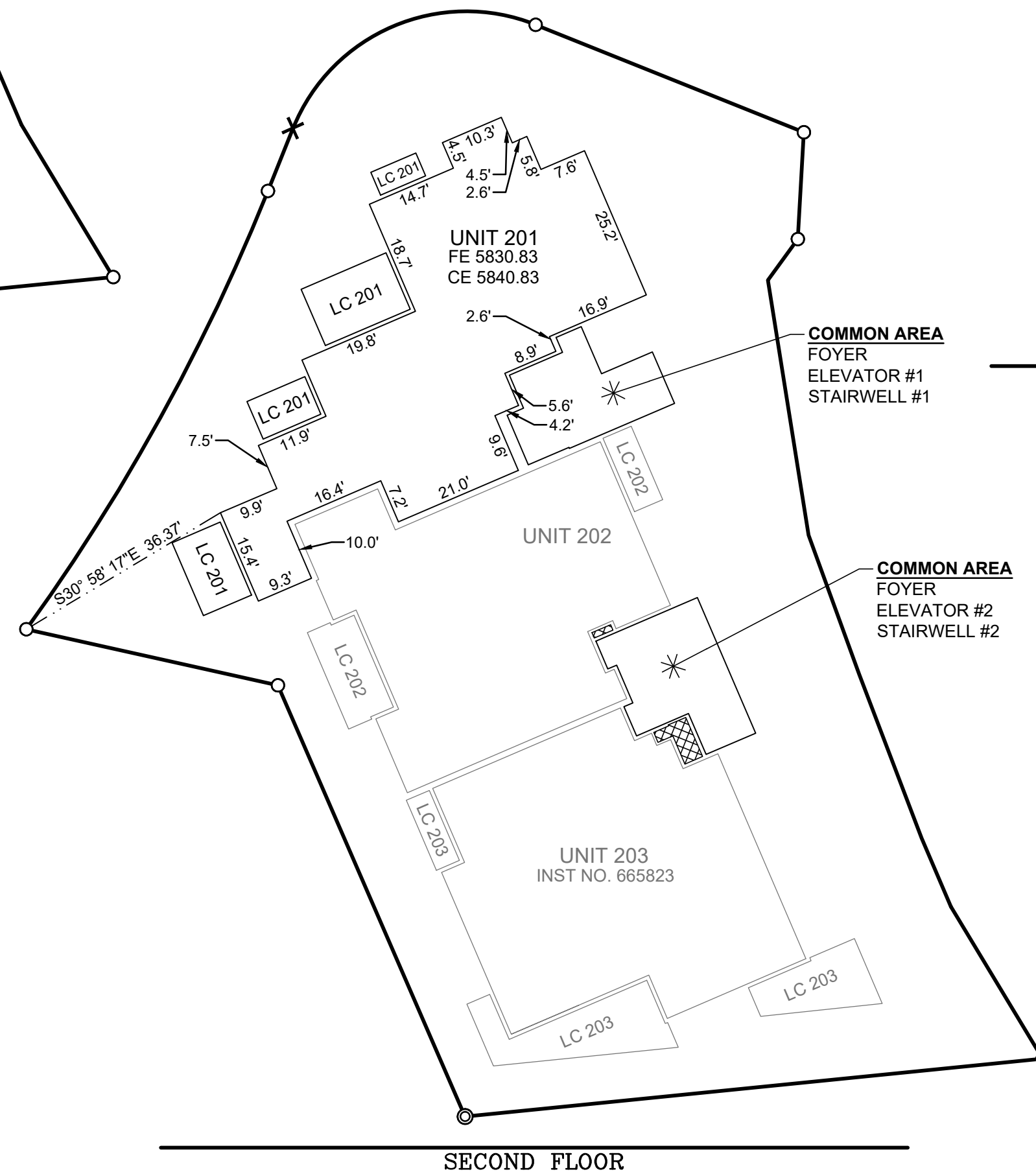
SCALE: 1" = 20'



FIRST FLOOR

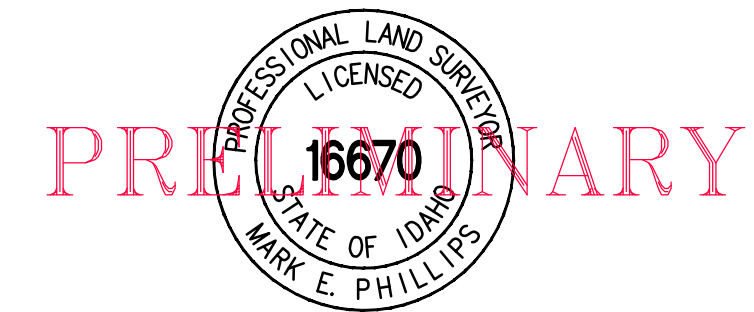


THIRD FLOOR



SECOND FLOOR

SEE PAGE 1 FOR LEGEND, SURVEY NARRATIVE & NOTES



MARK E. PHILLIPS, PLS 16670



City of Ketchum  
Planning & Building

IN RE:	)	
	)	
The Onyx at Leadville Residence: Phase 2	)	KETCHUM CITY COUNCIL
Final Plat	)	FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
Date: February 3, 2020	)	DECISION
	)	
File Number: P20-009	)	

**Findings Regarding Application Filed**

**PROJECT:** The Onyx at Leadville Residence: Phase 2

**APPLICATION TYPE:** Condominium Subdivision Final Plat

**FILE NUMBER:** P20-009

**ASSOCIATED PERMITS:** Design Review P18-005, Lot Line Shift P18-010, Building Permit B18-016

**OWNERS:** J Peterman Development LLC

**REPRESENTATIVE:** Sean Flynn PE, Galena Engineering

**REQUEST:** Final Plat to subdivide three condominium units and associated common area within a multi-family residential development currently under construction and nearing completion

**LOCATION:** 341 S Leadville Avenue (Trail Creek Condominiums: Block 1A)

**NOTICE:** A public hearing notice was mailed to all property owners within 300 ft of the development site and political subdivisions on January 15, 2020. The public hearing notice was published in the Idaho Mountain Express on January 15, 2020.

**ZONING:** Tourist (T)

**OVERLAY:** None

**Findings Regarding Associated Development Applications**

The subject property, Block 1A of Trail Creek Condominiums Amended, is located at the northwest corner of S Leadville Avenue and Onyx Street within the Tourist (T) Zoning District. Currently under construction and nearing completion, the Onyx at Leadville Residences is a three-story, 19,888 gross sq ft, multi-family residential development containing eight dwelling units and 18 underground parking spaces. In anticipation of the condominium unit's sale, the applicant has submitted Phase 2 of the Onyx at Leadville Residences to create Units 101, 201, 301, and associated limited and common areas.

The Planning & Zoning Commission approved the Design Review (P18-005) for the project on February 12th, 2019. Consistent with condition of approval #12 of Design Review P18-005, the applicant received approval for a Lot Line Shift application (P18-010) to adjust the recorded lot lines for Blocks 1 and 2 of the Trail Creek Condominiums Amended Subdivision. The adjustment moved the shared boundary line to expand Block 1 in order to accommodate the underground parking garage proposed within the Onyx at Leadville building. The lot line readjustment also incorporated a new parking lot easement to benefit the adjacent Trail Creek Condominiums on Block 2A.

In accordance with Ketchum Municipal Code (KMC) §17.124.040 and memorialized through FAR Exceedance Agreement (Contract 20171), the applicant secured an off-site dwelling unit to satisfy the community housing contribution for the associated increase above the permitted FAR.

The building previously received Design Review approval (P17-010) and a building permit (BP18-072) and the building was designed and intended to be condominiumized. The Planning and Zoning Commission and the City Council reviewed the Preliminary Plat application during hearings on June 10, 2019 and June 17, 2019, respectively. The Planning and Zoning Commission reviewed the Final Plat application on July 8, 2019 and recommended approval. The Council approved the Final Plat for Phase 1 on December 2, 2019; Phase 1 created Unit 203.

The Planning & Building Department issued a Building Permit (B18-016) for the construction of the new multi-family residential development in May of 2018. All eight dwelling units within the building were designed and intended to be condominium units.

#### **Findings Regarding City Department Comments**

All City Department standards as well as required right-of-way improvements were reviewed through the Design Review and Building Permit processes. Prior to issuance of a Certificate of Occupancy for the building, City Departments will conduct final inspections to ensure compliance with all conditions and requirements of the associated Design Review, Exceedance Agreement, Building Permit, and Preliminary Plat approvals. A bond has been put in place by the applicant for the Design Review and Right-of-Way required improvements.

The applicant is aware that all required improvements, including completion of the sidewalk to the satisfaction of the Streets Department and City Engineer, are required to be installed in order to obtain a Certificate of Occupancy for the final phase of the project.

#### **Findings Regarding Condominium Subdivision Procedure (KMC§16.04.070)**

All land subdivisions in the City of Ketchum are subject to the standards contained in Ketchum, Municipal Code, Title 16, Subdivision. Many standards are related to the design and construction of multiple new lots that will form new blocks and infrastructure, such as streets that will be dedicated to and maintained by the City. The standards for certain improvements (KMC §16.04.040) including street, sanitary sewage disposal, planting strip improvements are not applicable to the subject project as the application proposes to subdivide a building currently under construction into condominium units. As conditioned, the request to subdivide meets all applicable standards for Condominiums Preliminary Plats contained in Ketchum Municipal Code's Subdivision (Title 16) and Zoning (Title 17) regulations. The Condominium Subdivision does not change the proposed residential use or alter the proposed development as reviewed and approved through Design Review P18-005 and Building Permit B18-016.

The first step in the condominium platting process is Preliminary Plat review and to receive a recommendation from the Planning and Zoning Commission. The Planning and Zoning Commission held

a site visit and unanimously recommended approval of the Preliminary Plat application to the City Council on October 14<sup>th</sup>, 2019. The Ketchum City Council unanimously approved the Preliminary Plat application on October 21<sup>st</sup>, 2019 and a Final Plat for Phase 1 on December 3, 2019.

**Table 1: Findings Regarding Condominium Final Plat Requirements**

Condominium Requirements				
Compliant			Standards and Staff Comments	
Yes	No	N/A	City Code	City Standards and <i>Staff Comments</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.070.C</b>	<p><b>Final Plat Procedure:</b></p> <p><b>1. The final plat procedure contained in subsection 16.04.030G of this chapter shall be followed. However, the final plat shall not be signed by the city clerk and recorded until the condominium has received:</b></p> <p style="padding-left: 40px;"><b>a. A certificate of occupancy issued by the city of Ketchum; and</b></p> <p style="padding-left: 40px;"><b>b. Completion of all design review elements as approved by the planning and zoning administrator.</b></p> <p><b>2. The council may accept a security agreement for any design review elements not completed on a case by case basis pursuant to title 17, chapter 17.96 of this code.</b></p> <p><b>Prior to final plat approval, the subdivider shall submit to the city a copy of the final bylaws and condominium declarations which shall be approved by the council and filed with the Blaine County recorder, including the instrument number(s) under which each document was recorded.</b></p>
			<b>Staff Comments</b>	<p><i>The Final Plat shall not be signed by the City Clerk until the Certificates of Occupancy for units 101, 201, and 301 have been issued.</i></p> <p><i>A bond is in place for the Design Review elements and the right-of-way improvements.</i></p> <p><i>The bylaws and condominium declarations were recorded simultaneously with the recording of the Final Plat for Phase 1.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.070.D</b>	<p><b>Garage: All garages shall be designated on the preliminary and final plats and on all deeds as part of the particular condominium units. No garage may be condominiumized or sold separate from a condominium unit.</b></p>
			<b>Staff Comments</b>	<p><i>All underground garage parking spaces have been designated as limited common area tied to a specific condominium unit.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.070.E</b>	<p><b>Storage Areas: Adequate interior storage space for personal property of the resident of each condominium unit.</b></p>
			<b>Staff Comments</b>	<p><i>Storage areas for certain units have been designated as limited common area within the underground parking garage. A storage locker area has also been included within basement floor plan and is designated as common area.</i></p> <p><i>All eight residential condominium units provide adequate interior storage space for personal property.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.070.F</b>	<p><b>Maintenance Building: A maintenance building or room shall be provided of adequate size and location for the type and size of the condominium project for storage of maintenance equipment and supplies for common areas.</b></p>
			<b>Staff Comments</b>	<p><i>The architectural plans approved with the Building Permit correspond to the plat and include a maintenance and mechanical room, trash area, and mechanical or storage lockers in the basement, which have been designated as common area.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.070.G</b>	<p><b>Open Space: The subdivider shall dedicate to the common use of the homeowners adequate open space of such shape and area usable and convenient to the residents of the condominium subdivision. Location of building sites and common area shall maximize privacy and solar access.</b></p>

			<b>Staff Comments</b>	<i>All proposed units include outdoor terraces, patios, and balconies, which have been designated as limited common area on the plat. The site plan as approved through Design Review P18-005 also includes walkways for pedestrian circulation, which have been designated as common area for the development.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.060.H</b>	<b>General Applicability: All other provisions of this chapter and all applicable ordinances, rules and regulations of the city and all other governmental entities having jurisdiction shall be complied with by condominium subdivisions.</b>
			<b>Staff Comments</b>	<i>The condominium subdivision shall comply with all other provisions of Title 16, Title 17, and all applicable City ordinances, rules, and regulations.</i>

**Table 2: Findings Regarding Final Plat Requirements**

Final Plat Requirements				
Compliant			Standards and Staff Comments	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K</b>	<b>Contents Of Final Plat: The final plat shall be drawn at such a scale and contain such lettering as to enable same to be placed upon sheets of eighteen inch by twenty four inch (18" x 24") Mylar paper with no part of the drawing nearer to the edge than one-half inch (1/2"), and shall be in conformance with the provisions of title 50, chapter 13, Idaho Code. The reverse side of such sheet shall not be used for any portion of the drawing, but may contain written matter as to dedications, certificates, signatures, and other information. The contents of the final plat shall include all items required under title 50, chapter 13, Idaho Code, and also shall include the following:</b>
			<b>Staff Comments</b>	<i>The mylar paper shall be prepared following Ketchum City Council review and approval of the Final Plat application and shall meet these standards.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.1</b>	<b>Point of beginning of subdivision description tied to at least two (2) governmental survey corners, or in lieu of government survey corners, to monuments recognized by the city engineer.</b>
			<b>Staff Comments</b>	<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.2</b>	<b>Location and description of monuments.</b>
				<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.3</b>	<b>Tract boundary lines, property lines, lot lines, street right of way lines and centerlines, other rights of way and easement lines, building envelopes as required on the preliminary plat, lot area of each lot, boundaries of floodplain and floodway and avalanche district, all with bearings, accurate dimensions in feet and decimals, in degrees and minutes and radii, arcs, central angles, tangents and chord lengths of all curves to the above accuracy.</b>
			<b>Staff Comments</b>	<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.4</b>	<b>Names and locations of all adjoining subdivisions.</b>
			<b>Staff Comments</b>	<i>The adjacent Trail Creek Crossing Condominiums has been noted on the plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.5</b>	<b>Name and right of way width of each street and other public rights of way.</b>
				<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.6</b>	<b>Location, dimension and purpose of all easements, public or private.</b>
				<i>As conditioned, this standard shall be met. The applicant shall include the following items on the Final Plat mylar: (a) visually represent the 5 ft public utility easement as required pursuant to KMC 16.04.030.J10, (b) certifications, (c) certificate of owners, (d) surveyor approval, and (e) agency approvals.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.030.K.7</b>	<b>The blocks numbered consecutively throughout each block.</b>
				<i>This standard does not apply as no new blocks are proposed. The proposal consists of subdividing a multi-family residential development currently under construction and nearing completion into one condominium unit and common area.</i>



<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.030.K.8</b>	<b>The outline of any property, other than a street, alley or easement, which is offered for dedication to public use, fully dimensioned by distances and bearings with the area marked "Dedicated to the City of Ketchum for Public Use", together with any other descriptive language with regard to the precise nature of the use of the land so dedicated.</b>
				<i>N/A as no dedications have been proposed with the condominium subdivision.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.9</b>	<b>The title, which shall include the name of the subdivision, the name of the city, if appropriate, county and state, and the location and description of the subdivision referenced to section, township, range.</b>
				<i>This standard has been met. The name of the proposed subdivision is Onyx at Leadville Residence: Phase 2.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.10</b>	<b>Scale, north arrow and date.</b>
				<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.11</b>	<b>Location, width, and names of all existing or dedicated streets and other public ways within or adjacent to the proposed subdivision</b>
				<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.12</b>	<b>A provision in the owner's certificate referencing the county recorder's instrument number where the condominium declaration(s) and/or articles of incorporation of homeowners' association governing the subdivision are recorded.</b>
				<i>As conditioned, this standard will be met prior to recordation of the Final Plat. The applicant shall include a provision in the owner's certificate referencing the county recorder's instrument number where the article of incorporation of the homeowners' association governing the subdivision are recorded.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.13</b>	<b>Certificate by registered engineer or surveyor preparing the map certifying to the accuracy of surveying plat.</b>
				<i>As conditioned, this standard will be met prior to recordation of the Final Plat. The signature block page shall include the surveyor's certification.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.14</b>	<b>A current title report of all property contained within the plat.</b>
				<i>This standard has been met. A title report and warranty deed were submitted with the Preliminary Plat and both are current.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.15</b>	<b>Certification of owner(s) of record and all holders of security interest(s) of record with regard to such property.</b>
				<i>As conditioned, this standard will be met prior to recordation of the Final Plat. The signature block page shall include a certificate of ownership and associated acknowledgement from all owners and holders of security interest with regard to the subject property, which shall be signed following Ketchum City Council review and approval of the application and prior to recordation of the Final Plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.16</b>	<b>Certification and signature of engineer (surveyor) verifying that the subdivision and design standards meet all city requirements.</b>
				<i>As conditioned, this standard will be met prior to recordation of the Final Plat. The signature block page shall include the certification and signature of the surveyor verifying that the subdivision and design standards meet all City requirements.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.17</b>	<b>Certification and signature of the city engineer verifying that the subdivision and design standards meet all city requirements.</b>
				<i>As conditioned, this standard will be met prior to recordation of the Final Plat. The signature block page shall include the City Engineer's approval and verification that the subdivision and design standards meet all City requirements.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.18</b>	<b>Certification and signature of the city clerk of the city of Ketchum verifying that the subdivision has been approved by the council.</b>
				<i>As conditioned, this standard will be met prior to recordation of the Final Plat. The signature block page shall include the certification and signature of the City Clerk verifying the subdivision has been approved by City Council.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.030.K.19</b>	<b>Notation of any additional restrictions imposed by the council on the development of such subdivision to provide for the public health, safety and welfare.</b>
				<i>N/A as no restrictions were imposed by the Ketchum City Council during review of the Preliminary Plat application.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.L</b>	<b>Final Plat Copies: Both a hard copy and a digital copy of the final plat shall be filed with the administrator prior to being placed upon the Council's agenda. A digital copy of the final plat as approved by the council and signed by the city clerk shall be filed with the administrator and</b>

				retained by the city. The Applicant shall also provide the city with a digital copy of the recorded document with its assigned legal instrument number.
				<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.A	<b>Required Improvements:</b> The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city.
				<i>City Departments, including Planning, Building, Fire, Streets, City Engineer, and Utilities, reviewed all required improvements associated with the multi-family residential development and approved the project or approved the project subject to conditions through the Design Review P18-005 and Building Permit B18-016 review processes.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.B	<b>Improvement Plans:</b> Prior to approval of final plat by the Council, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.
				<i>City Departments, including Planning, Building, Fire, Streets, City Engineer, and Utilities, reviewed all required improvements associated with the multi-family residential development and approved the project or approved the project subject to conditions through the Design Review P18-005 and Building Permit B18-016 review processes.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.C	<b>Performance Bond:</b> 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, factors beyond the control of the subdivider, or other conditions as determined acceptable at the sole discretion of the city, 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 two years or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.
				<i>All required improvements shall be installed prior to issuance of a Certificate of Occupancy for the final phase of this project. The Streets Department and City Engineer shall conduct a final inspection prior to issuance of a Certificate of Occupancy for the project to ensure compliance with all applicable standards and regulations. Prior to recordation of the Final Plat, the applicant shall secure a Certificate of Occupancy for Unit 203 and the associated common area.</i>
				<i>Bonds are in place for the outstanding Design Review and right-of-way improvements in order to receive Certificate of Occupancy for Units 101, 201 and 301.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.D	<b>As Built Drawing:</b> Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.
				<i>This standard will be met prior to City Council acceptance of improvements. All required improvements shall be installed prior to issuance of a Certificate of Occupancy for the final phase of the project. The Streets Department and City Engineer shall conduct a final inspection prior to issuance of a Certificate of Occupancy for the project to ensure compliance with all applicable standards and regulations.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.E	<b>Monumentation:</b> Following completion of construction of the required improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments

				<p>shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows:</p> <ol style="list-style-type: none"> <li>1. All angle points in the exterior boundary of the plat.</li> <li>2. All street intersections, points within and adjacent to the final plat.</li> <li>3. All street corner lines ending at boundary line of final plat.</li> <li>4. All angle points and points of curves on all streets.</li> <li>5. The point of beginning of the subdivision plat description.</li> </ol>
				<i>The applicant shall meet the required monumentation standards prior to recordation of the Final Plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.F	<p><b>Lot Requirements:</b></p> <ol style="list-style-type: none"> <li>1. Lot size, width, depth, shape and orientation and minimum building setback lines shall be in compliance with the zoning district in which the property is located and compatible with the location of the subdivision and the type of development, and preserve solar access to adjacent properties and buildings.</li> <li>2. Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contains land with a slope in excess of twenty five percent (25%), based upon natural contours, or creates corner lots at the intersection of two (2) or more streets, building envelopes shall be shown for the lot(s) so affected on the preliminary and final plats. The building envelopes shall be located in a manner designed to promote harmonious development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. Also, building envelopes shall be located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, watercourses and topographical features. Structures may only be built on buildable lots. Lots shall only be created that meet the definition of "lot, buildable" in section 16.04.020 of this chapter. Building envelopes shall be established outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following: <ol style="list-style-type: none"> <li>a. For lot line shifts of parcels that are entirely within slopes of twenty five percent (25%) or greater to create a reasonable building envelope, and mountain overlay design review standards and all other city requirements are met.</li> <li>b. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section.</li> </ol> </li> <li>3. Corner lots outside of 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.</li> <li>4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.</li> <li>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.</li> <li>6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat. Minimum lot sizes in all cases shall be reversed frontage lot(s).</li> </ol>
				<i>Not applicable. This standard is not applicable as the application proposes to subdivide a multi-family residential building currently under construction and does not create new lots.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.G	<p><b>G. Block Requirements:</b> The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</p> <ol style="list-style-type: none"> <li>1. No block shall be longer than one thousand two hundred feet (1,200'), nor less than four hundred feet (400') between the street intersections, and shall have sufficient depth to provide for two (2) tiers of lots.</li> <li>2. Blocks shall be laid out in such a manner as to comply with the lot requirements.</li> <li>3. The layout of blocks shall take into consideration the natural topography of the land to promote access within the subdivision and minimize cuts and fills for roads and minimize adverse impact on environment, watercourses and topographical features.</li> <li>4. Except in the original Ketchum Townsite, corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.</li> </ol>
				<i>This application does not create a new block. This requirement is not applicable.</i>

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.H</b>	<p><b>Street Improvement Requirements:</b></p> <ol style="list-style-type: none"> <li>1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land;</li> <li>2. All streets shall be constructed to meet or exceed the criteria and standards set forth in chapter 12.04 of this code, and all other applicable ordinances, resolutions or regulations of the city or any other governmental entity having jurisdiction, now existing or adopted, amended or codified;</li> <li>3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad or limited access highway right of way, the council may require a frontage street, planting strip, or similar design features;</li> <li>4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods;</li> <li>5. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven percent (7%) so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing;</li> <li>6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development 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;</li> <li>7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended;</li> <li>8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;</li> <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') shall be prohibited;</li> <li>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</li> <li>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 County Assessor's office before submitting same to council for preliminary plat approval;</li> <li>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</li> <li>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;</li> <li>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;</li> <li>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;</li> <li>18. Street lighting shall be required consistent with adopted city standards and where designated shall be installed by the subdivider as a requirement improvement;</li> <li>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 and chapter 12.04 of this code;</li> </ol>
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				<p>20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the Administrator and shall be consistent with the type and design of existing street signs elsewhere in the City;</p> <p>21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by the subdivider. Such construction or improvement shall be in accordance with adopted standard specifications;</p> <p>22. Sidewalks, curbs and gutters shall be required consistent with adopted city standards and where designated shall be a required improvement installed by the subdivider;</p> <p>23. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights-of-way unless approved by the City Council; and</p> <p>24. No new public or private streets or flag lots associated with a proposed subdivision (land, planned unit development, townhouse, condominium) are permitted to be developed on parcels within the Avalanche Zone.</p>
				<p><i>This proposal does not create new street, private road, or bridge. Sidewalks, curb, and gutter are required to be installed and the associated civil drawing have been reviewed and approved through review of the Building Permit B18- 016.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.I	<p><b>Alley Improvement Requirements:</b> Alleys shall be provided in, 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 permitted only within the original Ketchum Townsite and only after due consideration of the interests of the owners of property adjacent to the dead-end alley including, but not limited to, the provision of fire protection, snow removal and trash collection services to such properties. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.</p>
				<p><i>This proposal does not create a new alley. Alley improvements were not applicable to this project. This standard is not applicable as the proposed condominium is located within a residential neighborhood and alleys are not required to be provided.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J	<p><b>Required Easements:</b> Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.</p> <p>1. A public utility easement at least ten feet (10') in width shall be required within the street right-of-way boundaries of all private streets. A public utility easement at least five feet (5') in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the City Engineer to be necessary for the provision of adequate public utilities.</p> <p>2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse.</p> <p>3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the Council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the Council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision.</p> <p>4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion.</p> <p>5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch</p>

				<p>company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.</p> <p>6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the City.</p>
				<i>The applicant shall include the required 5 ft utility easement on the Final Plat mylar. As conditioned, the subdivision shall meet this standard.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.K	<p><b>Sanitary Sewage Disposal Improvements:</b> Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the City Engineer, Council and Idaho Health Department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho Department of Health and the Council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the Council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety and welfare.</p>
				<i>The building is connected to the municipal sewer system. The Utilities Department reviewed all required improvements associated with the multi-family residential development and approved the project or approved the project subject to conditions through the Design Review P18-005 and Building Permit B18-016 review processes.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.L	<p><b>Water System Improvements:</b> A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the City under the supervision of the Ketchum Fire Department and other regulatory agencies having jurisdiction. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall be permitted. All water systems shall be connected to the Municipal water system and shall meet the standards of the following agencies: Idaho Department of Public Health, Idaho Survey and Rating Bureau, District Sanitarian, Idaho State Public Utilities Commission, Idaho Department of Reclamation, and all requirements of the City.</p>
				<i>The building is connected to the municipal water system. The Utilities Department reviewed all required improvements associated with the multi-family residential development and approved the project or approved the project subject to conditions through the Design Review P18-005 and Building Permit B18-016 review processes.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.M	<p><b>Planting Strip Improvements:</b> Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.</p>
				<i>This standard is not applicable. The multi-family residential development's proposed landscaping was reviewed and approved by the Planning &amp; Zoning Commission through Design Review P18-010.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.N	<p><b>Cuts, Fills, And Grading Improvements:</b> Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following:</p> <ol style="list-style-type: none"> <li>1. A preliminary soil report prepared by a qualified engineer may be required by the commission and/or Council as part of the preliminary plat application.</li> <li>2. Preliminary grading plan prepared by a civil engineer shall be submitted as part of all preliminary plat applications. Such plan shall contain the following information: <ol style="list-style-type: none"> <li>a. Proposed contours at a maximum of five foot (5') contour intervals.</li> <li>b. Cut and fill banks in pad elevations.</li> <li>c. Drainage patterns.</li> <li>d. Areas where trees and/or natural vegetation will be preserved.</li> <li>e. Location of all street and utility improvements including driveways to building envelopes.</li> </ol> </li> </ol>

				<p>f. Any other information which may reasonably be required by the Administrator, commission or Council to adequately review the affect of the proposed improvements.</p> <p>3. Grading shall be designed to blend with natural landforms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways.</p> <p>4. Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for open space for the benefit of future property owners within the subdivision.</p> <p>5. Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction. Until such times as such revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion.</p> <p>6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply:</p> <p>a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability.</p> <p>b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHO T99 (American Association of State Highway Officials) and ASTM D698 (American Standard Testing Methods).</p> <p>c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability.</p> <p>d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or where fill slope toes out within twelve feet (12') horizontally of the top and existing or planned cut slope.</p> <p>e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.</p>
				<p><i>These standards are not applicable. City Departments, including Planning, Building, Fire, Streets, City Engineer, and Utilities, reviewed all required improvements including the Grading Plan associated with the multi-family residential development and approved the project or approved the project subject to conditions through the Design Review P18-005 and Building Permit B18-016 review processes.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.O	<p><b>Drainage Improvements:</b> The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the City on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders.</p>
				<p><i>This application is for the subdivision of a building on an existing lot that has frontage on an existing street. No new streets are proposed and no alteration to topography are proposed with this application. City Departments, including Planning, Building, Fire, Streets, City Engineer, and Utilities, reviewed all required improvements including the Drainage Plan, associated with the multi-family residential development and approved the project or approved the project subject to conditions through the Design Review P18-005 and Building Permit B18-016 review processes.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.P	<p><b>Utilities:</b> In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.</p>

				<i>Natural gas, telephone, cable, and electricity are installed or in the process of being installed prior to Certificate of Occupancy for the building. City Departments, including Planning, Building, Fire, Streets, City Engineer, and Utilities, reviewed all required improvements associated with the multi-family residential development and approved the project or approved the project subject to conditions through the Design Review P18-005 and Building Permit B18-016 review processes.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.Q</b>	<b>Off Site Improvements: Where the off site impact of a proposed subdivision is found by the commission or Council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to final plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.</b>  <i>No off-site improvements are required.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.R</b>	<b>Avalanche And Mountain Overlay: All improvements and plats (land, planned unit development, townhouse, condominium) created pursuant to this chapter shall comply with City of Ketchum Avalanche Zone District and Mountain Overlay Zoning District requirements as set forth in Title 17 of this Code.</b>  <i>N/A</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.S</b>	<b>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.</b>  <i>N/A</i>

### CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code and is required and has exercised its authority pursuant to the Local Land Use Planning Act codified at Chapter 65 of Title 67 Idaho Code and pursuant to Chapters 3, 9 and 13 of Title 50 Idaho Code to enact the Ordinances and regulations, which Ordinances are codified in the Ketchum City Code (“KMC”) and are identified in the Findings of Fact and which are herein restated as Conclusions of Law by this reference and which City Ordinances govern the Applicant’s Condominium Subdivision Final Plat application for the development and use of the project site.
2. The Council has authority to hear the applicant’s Condominium Subdivision application pursuant to Chapter 16.04 of Ketchum Code Title 16.
3. The City of Ketchum Planning Department provided adequate notice for the review of this application.
4. The Condominium Subdivision Preliminary Plat application is governed under Sections 16.04.010, 16.04.020, 16.04.030, and 16.04.070 of Ketchum Municipal Code Chapter 16.04.
5. The proposed Condominium Subdivision for the 100 Seventh Condominiums meets the standards for Preliminary Plats under Title 16 of Ketchum Municipal Code subject to conditions of approval.

### DECISION

**THEREFORE**, the Ketchum City Council **approves** this Condominium Subdivision Final Plat application this Monday, February 3<sup>rd</sup>, 2020 subject to the following conditions:

### CONDITIONS OF APPROVAL

1. Approval of the Condominium Subdivision Preliminary Plat is subject to Design Review P18-005 and Building Permit B18-016. All conditions of approval shall apply. All City Department conditions shall be met prior to issuance of Certificates of Occupancy for Units 101, 201, and 301.



2. The Final Plat mylar shall visually represent the 5 ft public utility easement as required pursuant to KMC §16.04.030.J10.
3. Pursuant to KMC §16.04.070.C, the final plat shall not be signed by the City Clerk and recorded until the condominium has received: Certificates of Occupancy issued by the City of Ketchum for Units 101, 201, and 301.
4. The recorded plat shall show a minimum of two Blaine County Survey Control Monuments with ties to the property and an inverse between the two monuments. The Survey Control Monuments shall be clearly identified on the face of the map.
5. An electronic CAD file shall be submitted to the City of Ketchum prior to final plat signature by the City Clerk. The electronic CAD file shall be submitted to the Blaine County Recorder's office concurrent with the recording of the Plat containing the following minimum data:
  - a. Line work delineating all parcels and roadways on a CAD layer/level designated as "parcel";
  - b. Line work delineating all roadway centerlines on a CAD layer/level designated as "road"; and,
  - c. Line work that reflects the ties and inverses for the Survey Control Monuments shown on the face of the Plat shall be shown on a CAD layer/level designated as "control"; and,
  - d. All information within the electronic file shall be oriented and scaled to Grid per the Idaho State Plane Coordinate System, Central Zone, NAD1983 (1992), U.S. Survey Feet, using the Blaine County Survey Control Network. Electronic CAD files shall be submitted in a ".dwg", ".dgn" or ".shp" format and shall be submitted digitally to the City on a compact disc. When the endpoints of the lines submitted are indicated as coincidental with another line, the CAD line endpoints shall be separated by no greater than 0.0001 drawing units.
5. The applicant shall provide a copy of the recorded Final Plat and the associated condominium owners' documents to the Planning and Building Department for the official file on the application.
6. The Final Plat mylar shall contain all items required under Title 50, Chapter 13, Idaho Code as well as all items required pursuant to KMC §16.04.030J including certificates and signatures.
7. All governing ordinances and department conditions pertinent to the Fire Department, Building Department, Utilities Department, Street Department and Ketchum City Engineer shall be met.

Findings of Fact **adopted** this 3rd day of February, 2020

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Neil Bradshaw, Mayor

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Robin Crotty, City Clerk



## City of Ketchum

February 3, 2020

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation To Review and Approve the 2020 Ketchum Sustainability Action Plan**

#### Recommendation and Summary

Council is being asked to review and approve the 2020 Ketchum Sustainability Action Plan and adopt the following motion:

**I move to approve the 2020 Ketchum Sustainability Action Plan**

The reasons for this recommendation are as follows:

- In May 2019 the City Council approved the first Ketchum Sustainability Action Plan.
- The Ketchum Sustainability Advisory Committee (KSAC) prepared an update to the Plan in consultation with city staff for City Council review and approval

#### Introduction and History

The City of Ketchum strives to be vibrant, connected, sustainable and safe. The Ketchum Sustainability Advisory Committee (KSAC) is providing guidance and recommendations on Ketchum sustainability objectives. KSAC provides valuable and knowledgeable expertise to the City.

In 2019 the City Council adopted the first Ketchum Sustainability Plan. It is anticipated, each year the City Council will adopt an annual action plan to further the goals of the Sustainability Plan. Attachment A is the proposed 2020 Action Plan.

#### Financial Impact

Some of the recommendations in 2020 Action Plan may have budget impacts and may require additional funding. As implementation occurs, if budget impacts are identified, staff will return to Council for direction.

Attachments

Attachment A: 2020 Ketchum Sustainability Action Plan

## Ketchum Sustainability Action Plan – 2020

*Leading by Example in Environmental Stewardship and Conservation*



The City of Ketchum developed a comprehensive sustainability plan to **lead by example** in their own operations, inspire the community and outline long-term targets towards a resilient future. Annual action plans will be developed to outline steps to be taken towards these targets.

The City strives to be vibrant, connected, sustainable and safe. **Sustainability is essential to the vitality and resilience of our community.** To achieve greater resilience, the City is focusing efforts in three categories: **energy, water and waste.**

The Ketchum Sustainability Advisory Committee (KSAC) is providing guidance for this initiative. Members of KSAC include Rebecca Bundy, Courtney Hamilton, Betsy Mizell and Scott Lewis. And, Katrin Sharp will be the staff liaison for this initiative.

The City has set sustainability goals, engaged stakeholders, established benchmarking to track performance, researched best practices and trends, and analyzed policies to develop a near-term and long-term sustainability strategy based on the professional advice of Sharon Grant, Eco Edge.

In addition, the City is committed to **transparency** and will report on performance related to sustainability goals to staff and the community via the City website and the “Word on the Street” newsletter as well as maximize communication through utility bills.

The 2020 Sustainability Plan is based on prioritizing goals due to limited funding and resources. Priority level 1 goals are most important to accomplish. Priority level 2 actions are nice to accomplish if there are remaining resources. Priority level 3 and 4 actions are dependent upon outside or additional funding. The actions are divided into three categories: energy, water and waste. And, there are additional “general” actions, which are outlined below.

Priority Level 1	General Actions
	Support the adoption and enforcement of building codes and ordinances related to sustainability
	Provide assistance to KSAC
	Include Green Scene in Word on the Street
	Provide Council bi-annual progress reports on meeting the City’s sustainability goals
	Ensure all city facilities and events provide local, environmentally responsible and healthy food options

Priority Level 2	General Actions
	Include content on the City of Ketchum website related to sustainability
	Engage and coordinate with other jurisdictions in the WRV on sustainability issues
	Research and apply for grants to fund sustainability projects

Priority Level 3	General Actions
	Develop standard operating procedures for staff to follow to save energy, water and waste in municipal buildings

Priority Level 4	General Actions
	Conduct a community open house on sustainability
	Recruit new members for KSAC

## Energy



### Long-Term Energy Targets

1. Align with the 2030 Challenge and upgrade existing municipal buildings towards a 50% reduction in energy use by 2030 compared to a 2007 baseline and ensure new buildings are carbon neutral by 2030
2. Ensure critical loads are met with resilient sources of energy by 2030
3. Eliminate emissions from municipal vehicles by 2030
4. De-carbonize all city facilities, when feasible, by 2030

## 2020 Energy Actions – to be completed by September 30, 2020

The primary focus will be on assisting the ICLEI grant to establish a GHG inventory for Ketchum.

Priority Level 1	Energy Actions
	Work with ICLEI to establish a GHG inventory for Ketchum
	Lead by example on the new fire station and obtain LEED Silver certification with the goal of a carbon neutral station in the future.
	Explore opportunities for public contributions towards Ketchum sustainability projects
	Adopt green building standards for commercial buildings
	Conduct an audit of the new City Hall and pursue Foundational Services funding from Idaho Power through the Integrated Design Lab.
	Replace electric space heaters with mini-split heaters at the wastewater treatment facility
	Install destratification fans in the wastewater treatment facility

Priority Level 2	Energy Actions
	Convert power strips in city facilities to smart power strips
	Create and issue energy performance reports for each city facility
	Evaluate options for reliable, resilient back-up power at the Northwood pumping station

Priority Level 3	Energy Actions
	When replacing or purchasing new city vehicles, when feasible, replace vehicles with EV or hybrid vehicles.

Priority Level 4	Energy Actions
	Consider ways to encourage more ride sharing opportunities in the Valley

## Water



### Long-Term Water Targets

1. Complete upgrades to the Ketchum spring line network by 2022
2. Reduce municipal water use by 40% by 2025
3. Reduce community water use by 40% by 2030

## 2020 Water Actions – to be completed by September 30, 2020

The primary focus will be on upgrading interior plumbing fixtures to low flow if additional funding becomes available and continue to support and track the impact of the Ketchum spring line replacement.

Priority Level 1	Water Actions
	Continue replacing the Ketchum spring line
	(Audit completed in 2019) Install low-flow indoor plumbing fixtures (e.g. toilets, urinals, lavatory faucets and showerheads) in all municipal facilities – <b>if additional budget is identified in 2020</b>

Priority Level 2	Water Actions
	Continue to monitor the water system to identify leaks
	Continue to provide monthly messages for paper water bills and explore ways to convey messaging with online bills
	Audit all irrigation operations and upgrade with high-efficiency options, fix leaks and implement a policy to monitor municipal irrigation systems at least every 2 weeks during operating season and correct any leaks, breaks, inappropriate water use or incorrect timing (based on LEED EB+OM)
	When replacing or planting new vegetation, use drought-tolerant species and minimize turf where appropriate
	Educate the community and continue enforcing Section 13.08.130 of the Ketchum Municipal Code*
	Continue to provide recycled water for irrigation and snowmaking

\*KMC Section 13.08.130 “The sprinkling or watering of outdoor plantings such as grass, lawns, gardens, ground cover, shrubbery, trees or other landscaping shall be prohibited between the hours of 10:00 a.m. and 5:00 p.m. daily, during the annual time period beginning June 15 and ending September 1”.

## Waste



### Long-Term Waste Targets

1. Analyze converting all wastewater sludge to beneficial use by 2022
2. Eliminate single use plastic in the community by 2025
3. Become a zero-waste community by 2050

## 2020 Waste Actions – to be completed by September 30, 2020

The City will collaborate with Clear Creek, Blaine County, Southern Idaho Solid Waste and the community to facilitate recycling efforts in Ketchum and the region.

Priority Level 1	Waste Actions
	Continue to sponsor community events for spring and fall yard waste collection for composting
	Evaluate the Franchise Agreement with Clear Creek and present options to the City Council for consideration
	Examine recycling options for Ketchum and present recommendations to the City Council

Priority Level 2	Waste Actions
	Continue to collaborate with other jurisdictions and organizations on waste and recycling issues
	Work with regional and local agencies to evaluate options for disposal and beneficial use of wastewater bio solids

Priority Level 3**	Waste Actions
	Amend the commercial building code to require recycling of construction waste and collaborate with other jurisdictions to implement
	Participate in the waste stream audit being done by SISW and collaborate with other local and regional agencies on ways to reduce waste streams
	Participate in a tour of Ohio Gulch transfer station and landfill in Burley
	Work with Clear Creek Disposal to include messaging on bills to encourage waste reduction
	Support the ERC in developing a recycling ambassador program based on Boise's Curb It Pro program and in reducing dog waste that threatens river quality

\*\*All priority level 3 goals are earmarked in the WRWF grant application, without which current budget and resources are insufficient to address these actions.



City of Ketchum  
City Hall

February 3, 2020

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, ID 83340

Mayor Bradshaw and City Councilors:

**Recommendation to Approve Change Order #1 to Contract 20440  
with DPPM, LLC to Add a Sustainability Subcontractor**

**Recommendation and Summary**

Staff is recommending the council approve Change Order #1 to Contract 20440 with DPPM, LLC to add a sustainability subcontractor and associated scope of work by adopting the following motion:

**"I move to approve Change Order #1, in an amount not to exceed \$122,820.00, to Contract 20440 with DPPM, LLC and authorize the Mayor to sign the Change Order."**

The reasons for the recommendation are as follows:

- The City Council has previously contracted with DPPM LLC at its December 16, 2019, meeting for Project Management Services for the fire station project.
- The City's project team has determined that a need exists for specialized services related to Council-approved sustainability goals.

**Introduction and History**

On November 5, 2019, voters in the City of Ketchum approved a ballot question concerning the construction of a fire station using the proceeds from a \$11.5 million bond sale. The \$11.5 million project budget included all project elements. In the project development phase, the Ketchum City Council identified several project sustainability goals and initiatives, including LEED Silver certification as well as establishment of an energy use index (EUI) target.

DPPM LLC was awarded a contract for construction project management services at the December 16, 2019, meeting and has been working with the project team to advance the building toward construction.

**Analysis**

As the project has progressed and the team has worked to achieve the sustainability goals established by the Council, the need for certain specialized skills has become clear. In order to ensure that the project meets the goals of the Council, DPPM LLC has recommended that the team engage Brightworks Sustainability as the LEED, EUI, and Building Commissioning specialist, as detailed in the attached scope of work. Importantly, the project team has engaged the Ketchum Sustainability Advisory Council throughout this process.

**Financial Impact**

The \$11.5 million project budget included approximately \$422,000 for achievement of the two sustainability goals. The proposed change order will utilize a portion of these budget items.

**Attachments**

- Attachment A: Brightworks Sustainability Proposal



PROPOSAL

# City of Ketchum

*Fire Station #1*

*Ketchum, Idaho*

Sustainability Program Management

Prepared by

**Joshua Hatch**

**PRINCIPAL**

*josh.hatch@brightworks.net*

**Gabriela Crespo**

**SENIOR ENERGY ANALYST**

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## Services

LEED Services

Healthy & Sustainable Materials

Energy & Daylight Modeling

Advanced Green Buildings

Green Building Consulting

Energy, Carbon, Waste, & Water

Planning & Infrastructure

Corporate Sustainability Programs

Reporting & Regulatory Compliance

Workshops & Professional

Education

## Office Locations

Portland, OR

Berkeley, CA

Los Angeles, CA

Cleveland, OH

Nashville, TN

New York, NY

PROPOSAL

DATE 1/28/2020

TO **DPPM Project Management**  
Dennis J. Potts

FROM **Brightworks Sustainability**  
Joshua Hatch  
Gabriela Crespo

RE **City of Ketchum**  
Fire Station #1

DELIVERY Electronic Only

CONTENTS Project Understanding  
Scope of Basic Services  
    Sustainability  
    Resiliency  
    Energy Modeling and Analysis  
    Fundamental Commissioning  
Scopes of Optional Services  
    Enhanced Commissioning for LEED  
    Enhanced Materials Support  
Professional Services Fees  
Standard Terms and Conditions

## PROJECT UNDERSTANDING

The City of Ketchum recently received voter approval to proceed with the design and construction of a new fire station. The project is currently in the schematic design phase and moving through the City's Planning and Zoning Commission approval process. With the anticipated completion of the Planning process in February 2020, the City is seeking the services of a Construction Manager as General Contractor (CM/GC) for the remaining phases of the project. They are also soliciting qualifications and proposals for LEED Program Management, including the consideration of healthy building, resiliency, and high-performance building strategies for energy efficiency.

LEED certification or equivalent is desired at the LEED Silver level, which will also require Energy Modeling and Fundamental Commissioning. Additional services for Enhanced Commissioning and Enhanced Materials Support have also been included in this proposal as Optional Services that may be helpful to support the team on this project.

## SCOPE OF BASIC SERVICES

- *Sustainability*
- *Resiliency*
- *Energy Modeling and Analysis*
- *Fundamental Commissioning for LEED*

## Sustainability

### PRELIMINARY LEED PROGRAM PLANNING & LEED KICK-OFF

Brightworks will review the project's current design documents relative to the LEED v4 rating system to develop a preliminary LEED Scorecard & LEED Summary. Then, we'll facilitate a focused LEED Kick-off meeting with the owner and essential members of the design and construction team to review and discuss the preliminary LEED Scorecard relative to the current design and the owner's interests and goals. The successful outcome of any sustainability program and LEED certification effort requires a careful understanding by the entire design and construction team of the owner's intent, experience, and expectations for the green building project. This meeting will set a tone of collaborative to be carried out over the course of the project.

For each and all of the prerequisites and targeted credit strategies, Brightworks will capture critical information about the design relative to LEED requirements, issues to resolved, action items and responsible team member firm(s). After the LEED Kick-off, we'll deliver an updated LEED Scorecard &

Program Summary. As a tool to keep the entire project team apprised of the project's LEED program, Brightworks will regularly update and periodically re-issue these documents over the course of the project.

#### **LEED INTEGRATION AND RESPONSIBILITY MANAGEMENT**

Brightworks will work with team members to provide guidance and direction on implementation of strategies to achieve LEED NC v4 certification. Brightworks will actively track and coordinate team member responsibilities for analysis of sustainability strategies. Brightworks will also coordinate the development of LEED documentation to demonstrate rating system compliance.

Brightworks will see that issues for discussion and resolution are documented and distributed to the project team on a regular basis in coordination with the project schedule. Brightworks will facilitate up to twelve (12) LEED Update Meetings during design and construction documents in-person or by teleconference and participate in targeted, periodic design team meetings by teleconference to address LEED agenda coordination issues and delivery of final completed documentation.

#### **RESEARCH, SUPPORT, AND COST ANALYSIS**

Investigating and evaluating alternative strategies that meet project goals and fulfill LEED requirements is critical to the success of a LEED project. Brightworks will manage the evaluation of LEED strategies, and assist the team in determining appropriate sustainability strategies are selected. Brightworks will conduct research and provide professional opinions on:

- Opportunities for advantageous switches from LEEDv4 to v4.1 credit paths to demonstrate compliance
- Project precedence where similar LEED strategies have been employed
- Compliance paths for LEED Innovation, Pilot and Exemplary Performance Credits
- LEED credit interpretations based upon available GBCI data, Brightworks project experience, and formal Credit Interpretation Rulings (CIRs)
- Green power quotes

Brightworks will serve as the project representative in formal inquiries to the US Green Building Council to provide the project team with interpretations and updates on GBCI rulings.

#### **DRAWING AND SPECIFICATION REVIEW**

Brightworks will provide Division 1 Specifications to define the LEED process and contractor responsibilities for this project. These will include:

- 018114 Sustainable Design Requirements
- 017419 Construction Waste Management
- 018119 Construction Indoor Air Quality Management

Brightworks will conduct LEED Specification and Drawings Reviews to confirm inclusion of the LEED requirements into the construction documents. Brightworks will work with the architects' specifications writers at desired points in the schedule to integrate the LEED submittal requirements for material-related performance. Reviews will occur at milestone deliverables including DD and 50% CD.

#### **LEED MATERIALS SUPPORT: DESIGN VETTING**

Brightworks will focus on the technical review and analysis of materials that meet the LEED v4 Building Product Disclosure and Low Emitting Interiors Credits. Brightworks will complete a material vetting process that includes reviewing available information in materials documentation from the manufacturer as available in their product data sheets and on their website. Brightworks will compare available information with the various LEED requirements and disclosure and reach out to manufacturers for additional context and information on where they may be in the process of assessing and publishing the impacts of their materials in support of the LEED credit requirements. Brightworks will summarize our findings in a memo and present the results to the project team, including impact on achieving the LEED credits and provide preliminary recommendations for alternates.

#### **Building Product Disclosures**

Based upon the Design Development drawings and specifications and continuing throughout CDs, Brightworks will provide a detailed assessment of between 30 - 40 building products to meet LEED v4 credit criteria. When originally specified materials do not meet the criteria, Brightworks will research compliant materials and make suggestions for alternates.

- BPD: Environmental Product Declarations (EPDs)
- BPD: Sourcing of Raw Materials
- BPD: Materials Ingredients

#### **Low Emitting Interiors**

Brightworks will assess all materials for compliance with LEED v4 Low Emitting materials credit and provide preliminary recommendations to meet LEED requirements. Assessment will focus on new v4 requirements for general emissions testing for Interior Paints and Coatings, Interior Adhesives and Sealants, Flooring, Composite Wood, Ceilings, Walls, Thermal and Acoustic Insulation.

#### **CONTRACTOR TOOLS AND SUPPORT**

The General Contractor is typically responsible for carrying out approximately one quarter of all LEED credits the team may pursue. Brightworks will conduct a LEED kick-off meeting with the General Contractor and sub-contractors to share our experience with the Contractor-specific LEED requirements and provide continuity in understanding the LEED certification approach for key design intentions to be carried out.

Brightworks will conduct a contractor/architect LEED submittal review training. This allows us to ensure that protocols are in place for LEED issues to be escalated to Brightworks for clarification or interpretation in a timely and efficient manner as part of the architect's submittal review process and that the contractor understands what is required of them for reporting and documentation. Brightworks will coordinate with the Architect and Contractor for LEED criteria and documentation.

Brightworks will meet regularly (approximately every 4 to 6 weeks) to advise and ensure that the Construction Phase LEED credit criteria are being met during construction phases and provide continuity as construction staff changes over a long construction schedule. Meetings to be coordinated with the General Contractor.

The General Contractor is responsible for authoring the project's construction waste management and indoor air quality management plans, documenting implementation of those plans, tracking other site and materials related data, and producing exhibits of their records for LEED certification review. Brightworks will assist in the development of these plans by providing templates and reviewing one (1) draft of each plan and each final plan.

### **Assumptions**

Our basic scope is based on the following assumptions: The General Contractor is responsible for completing the implementation and documentation associated with the LEED Construction-Phase prerequisites and credit strategies the project team determines as achievable.

*If additional support is desired by the General Contractor, Brightworks offers a LEEDv4 Contractor Support service package as an additional service.*

### **CERTIFICATION COMPLETION PHASE**

Brightworks will administrate and manage the Online web interface for team members to upload LEED documentation for third-party review.

Brightworks will coordinate design team documentation for complete and consistent submittals that are finished in a timely manner. Documentation completion will be the primary responsibility of the team members involved with their related discipline, as noted in responsibility management documents. Brightworks will assist with documentation completion for some credits, but we cannot document LEED prerequisites or credits requiring engineering calculations.

Brightworks will review all documentation prior to submitting for certification, engaging in an internal peer review process to minimize the potential for rejection of submittals by GBCI. Once we have determined that the project documentation is complete, we will submit the project for preliminary LEED

review and advise the project team on responses to comments returned by GBCI in the review process before submitting for final review. Brightworks highly recommends submitting separate Design Phase and Construction Phase LEED reviews. The Design Phase review will occur shortly after 100% CDs and Construction Phase review shortly after construction ends.

Brightworks will collaborate with the project design and construction team to create a narrative that highlights the project's sustainability features and draws on industry statistics and applicable environmental data to showcase the project's achievements. This material may be used subsequently for marketing and promotional purposes by the project team.

Brightworks will support the owner in setting-up a project profile in ENERGY STAR Portfolio Manager (ESPM), and we'll provide training on entering in ESPM the project's actual monthly energy and water usage data. Providing this information to US Green Building Council via ESPM is an on-going requirement for all LEED certified projects, and more importantly, using the ESPM platform is a simple yet very valuable tool for tracking the project's actual performance over time and benchmarking it relative to other comparable facilities.

## **Resiliency**

Defining and implementing resiliency strategies and/or certification is a custom process for every project, which depends on factors such local and geographic risks, as well as the program and function of the building. In the context of a public safety facility like a Fire Station, resiliency is of heightened importance. It is in the best interest of every resident of Ketchum that their Fire Station be resilient to extreme events, whether natural (e.g. wildfire, flood, viral outbreak, etc) or human-caused (e.g. terrorism, active shooter, etc). Resilience-focused certifications and standards, including RELi, are relatively recent to the market.

Brightworks has experience with regional, resilience-based building codes, as well as with RELi, and has also been involved in crafting custom resiliency programs for selected projects. Our recommendation and scope for this project includes an investigation and evaluation of risks and associated resiliency themes and strategies that would be most impactful for this project, as well as a preliminary assessment of the RELi rating system. At the conclusion of our evaluation, we will make a recommendation to the City of Ketchum for implementation that could include additional scope for the architect, structural engineer, Brightworks, and/or another consultant. Since it will depend on the outcome of the resilience assessment, this additional scope is to-be-determined at this point, and is not included in this proposal.

## Energy Analysis and Modeling

### EUI ANALYSIS

Brightworks will provide early energy analysis and targeting to help establish an appropriate and aggressive energy efficiency target for the project's Energy Use Intensity (EUI). Brightworks has access to a wealth of energy benchmarking data for all facility types, with a uniquely rich dataset in fire stations from our prior work for City of Seattle, City of Bellevue, and City of Portland. Additional analysis that includes consideration of this EUI dataset and customization for the City of Ketchum climate and the program of this fire station will allow for an informed and ambitious goal for energy performance in the format of an EUI target. This will guide efforts in the energy modeling and consideration of alternative energy sources.

Setting a target EUI for projects helps drive the design and select the appropriate strategies to achieve that target EUI. A good metric for setting the EUI target is the Architecture 2030 Challenge, which calls for a reduction of 80 percent compared with the Commercial Buildings Energy Consumption Survey (CBECS) benchmark for 2003.

EUI Analysis is completed largely during the Schematic Design phase, which leads to a very integrated design project outcome. During this phase, Brightworks will, review the Basis of Design and early schematic drawings to assist with establishing Energy Use Intensity (EUI) targets. We will compare the performance relative to the proposed Basis of Design of the building, using early energy modeling ("shoe-box modeling") to explore how to reduce energy loads and accomplish energy efficiency goals by questioning default assumptions and testing various options. This also meets the requirements of the LEED integrative design process credit. We will assess potential options and strategies to meet desired project performance and document how the analysis below informed the design decisions in the projects OPR and BOD. Analysis will include basic envelope attributes, lighting analysis, thermal comfort ranges, plug and process load needs, programmatic and operational parameters, and other considerations. Programmatic parameters may include system evaluation to evaluate energy efficiency, maintenance, capital cost, acoustics, equipment life, and spatial impacts. As more than half a building's energy is utilized for heating and cooling, the goal is to help team make an informed decision on the system direction based on the criteria most important to meeting the project goals. The deliverable from this effort will include a systems comparison summary for each primary building type, supplemented with Bluebeam markups to understand the programmatic needs associated with each system type.

Our energy modeler will work with the design team to analyze the energy efficiency measures in consideration and set energy performance targets, simulate results, and make recommendations based on relative and absolute impact of various strategies. A memo outlining the energy modeling assumptions and summarizing the energy performance results will be provided to the team.



**LEED ENERGY MODELING**

Brightworks provides energy modeling analysis to inform the design and decision-making process as well as to quantify and document energy performance for in support of LEED certification, serving a critical role in support of IPc1, EAp2, EAc1, and EAc2. Our energy modeler will work with the design team to set energy performance targets, identify energy efficiency measures, simulate results, and make recommendations based on relative and absolute impact of various strategies. These could include measures such as high efficiency mechanical systems, lighting systems and controls, daylighting controls, shading, renewable energy, and others.

In cooperation the design team, we will strive to combine energy performance results with measure cost premiums to provide decision-making information such as simple payback, life cycle cost assessments, greenhouse gas savings, and other relevant and important metrics.

After the schematic design phase is over, the EUI target should be set and agreed upon, as well as the strategies that will lead the team to achieving this goal. The energy model must then be updated as part of the Design Development phase, where the following activities and processes take place:

It is important to get a preliminary energy model set up and run to evaluate building orientation, massing, and major architectural considerations. Brightworks will continue working with the MEP Engineers on the energy model to identify proposed systems, increase accuracy and reflect the progress of the design. The process throughout design generally follows this approach:

- Build or adapt a detailed proposed model using the AutoCAD backgrounds or REVIT model provided by Architect or the shoe box model built during the schematic design and the drawings provided by the team. The software used for the analysis will automate the generation of the Baseline energy model using the appropriate code (ASHRAE 90.1).
- Compare energy performance relative to the standard or code building.
- Coordinate with MEP Engineers on proposed systems and analyze the Design Development proposed building including the identified energy efficiency measures.
- Provide a short memo and participate in a full team coordination call summarizing energy savings target, performance of proposed building relative to baseline, and potential savings from the efficiency measures.
- Refine proposed building energy model using latest designs to improve accuracy and provide analysis and recommendations necessary for decision-making.

Finally, the Construction Documents Phase puts the focus on providing final input for design decisions and getting the energy model close to completion in anticipation of design coming to an end. After 100% CD, the focus is on completing the final energy model and submitting it to USGBC for review and

acceptance of the energy model and the performance it demonstrates. During this phase, Brightworks will:

- Review any energy efficiency measures that are still under consideration that may be needed to meet energy performance goal
- Review 100% Construction Documents and confirm with design team the selected efficiency measures have been incorporated into the design.
- Complete the energy model based on the 100% Construction Documents
- Submit Final Energy Model, Summary Report, and LEED Credit Form to USGBC for review. Includes completion of Energy and Atmosphere Prerequisite 2 – Minimum Energy Performance and Credit 1 – Optimize Energy Performance.
- Respond to LEED review comments from GBCI review team.

#### **Energy Modeling Scope Assumptions**

- Our scope is based on the following assumptions:
  - o A maximum of two (2) energy model runs and summary of results per building, including a MEP Design Development model, and a Final Energy Model after 100% CD. Additional energy model runs are not included and will be billed on a Time & Materials basis.
  - o A range of five to ten (5-10) energy efficiency measures are included for separate analysis and results to assist in design decision-making for strategies under consideration. It is assumed that the measures analyzed during the design phase do not involve a major rezoning exercise of the energy model.
  - o Energy models are professional estimations of energy performance given information available from the design documents and owner about expected building usage patterns. Actual performance will likely vary based on actual owner and occupant habits, annual weather deviations, and other factors outside of our control.
- No exceptional calculations are included in our analysis or expected to be required for this project. Exceptional calculation measures are optional and will be billed on a Time & Materials basis with approval from the Owner.

#### **Fundamental Commissioning for LEED**

Brightworks offers Commissioning as part of an integrated scope of services for LEED certification. Commissioning is a quality-oriented process that helps project teams meet the Owner's project requirements. It is also part of the pre-requisites to achieve LEED Certification. Ideally the Commissioning process should begin at the Pre-design phase and continue throughout the Construction and Occupancy Phases.

The process includes design reviews as well as on site visits to ensure that the systems meet the defined objectives and criteria for the project's success. The Commissioning process is a team-oriented process which is why it is necessary to engage the whole team to ensure project success. The owner should be involved in the process, as well as the Project Manager. The team is assumed to be accountable for the quality of their work.

LEED v4 includes Commissioning as a pre-requisite with Fundamental Commissioning and Enhanced Commissioning where points can be obtained by implementing different strategies.

The Fundamental Commissioning scope of services includes the following activities (HVAC, domestic hot water, and electrical):

- Review the Owner's Project Requirements (OPR)/Basis of Design (BOD) document and provide input.
- Develop a Commissioning Plan that is updated during the course of the project.
- Review final plans and specifications with respect to their completeness in areas related to the commissioning process.
- Schedule the construction-phase coordination meeting of the Commissioning team.
- Verify installation for adequate accessibility for maintenance of the HVAC equipment.
- Develop the Pre-Functional Checklists (PFC's), installing contractor to be responsible for completing checklists, CxA will spot check for completeness and accuracy.
- Develop Functional Performance Tests and direct tests, document, and follow up on deficiencies. Please note that installing contractor is responsible to demonstrate that the
- units are operating per design so they will be responsible for the manipulation of set points to test equipment
- Develop and update the Current Facilities Requirements (CFR) and Operations and Maintenance (O&M) Plan.
- Prepare final Commissioning Report.
- Assemble final LEED documentation

#### **SYSTEMS TO BE COMMISSIONED**

The Commissioning process activities shall be completed for the following energy-related systems:

- All Heating, Ventilating, Air Conditioning, and Refrigeration (HVAC&R) systems (mechanical and passive) and associated controls
- Electrical and Lighting Controls
- Domestic hot water systems
- Renewable Energy Systems, if applicable

The following items are not included in our scope of work:

- Physical attendance at weekly QC meetings (teleconference only).
- Commissioning of fire alarm, sprinkler, fire pump systems, or processes (these items should be performed by the Fire Protection Engineer or his authorized representative).
- Low Voltage Systems (IT, Access Control)
- Energy Analysis software – this is to be provided, setup and programmed by others
- Building Envelope Commissioning outside of the design review provided as part of EAp1 (i.e. no physical testing of the building envelope).
- Development of Basis of Design or drawings
- Execution of any improvements or correct any errors in the installations
- Execution of tests, the CxA will testify but the work must be carried out by the contactor
- Contractor should provide all instruments and equipment to carry out the pre-functional and functional tests. Including ladder and technical personnel needed.
- Pre-functional tests may be done through sampling of 20% of each type of equipment but no less than 10 units.
- System functional tests should be focused on testing whole system but may also be based on sampling of 20% terminal units/spaces.

## SCOPE OF OPTIONAL SERVICES

- *Enhanced Commissioning for LEED*
- *Enhanced Materials Support*

### LEED Enhanced Commissioning

The Enhanced Commissioning (Option 1 Path 1) scope of services includes those items listed for Fundamental Commissioning, and the following:

- Receive and review approved contractor submittals applicable to systems being commissioned.
- Verify that Owner's Training is included as a requirement as part of the construction documents.
- Receive and review approved O&M manuals.
- Develop a systems manual for the commissioned systems.
- Verify Owner's Training is scheduled between contractors and owner.
- Verify Seasonal Testing (if needed)
- Review building operation with O&M staff and occupants after ten (10) months of substantial completion and resolve any outstanding commissioning-related issues.

The following items are not included in our scope of work:

- Physical attendance at weekly QC meetings (teleconference only).
- Commissioning of fire alarm, sprinkler, or fire pump systems (these items should be performed by the Fire Protection Engineer or his authorized representative).

### SYSTEMS TO BE COMMISSIONED

The Commissioning process activities shall be completed for the following energy-related systems:

- All Heating, Ventilating, Air Conditioning, and Refrigeration (HVAC&R) systems (mechanical and passive) and associated controls
- Electrical and Lighting Controls
- Domestic hot water systems
- Renewable Energy Systems, if applicable

## Enhanced Materials Support

This scope would provide intensive and direct support for the achievement of LEED or other materials-related goals for the project. It could be geared toward supporting the Architect with their product selection, or toward supporting the General Contractor with product procurement and documentation.. The scope of this additional work is limited to a not-to-exceed budget of 50 hours of consulting support, targeted at those tasks identified during the project as the best fit to support the project's materials-related goals.

### ADVANCED MATERIALS SELECTION ASSISTANCE

Brightworks will work with City of Ketchum and the architect to better define the materials-related goals of the project, which may be to align with LEEDv4 criteria, and/or include more ambitious goals related to selecting materials with low toxicity, low embodied carbon, or that use alternative construction methods (cross laminated timber, etc). We will provide additional assistance to identify opportunities for alternative materials, and provide research and investigation to identify, consider, and decide on materials appropriate to the goals of the project. Materials specification is ultimately the job of the architect, and all final material selections will need to be approved by the architect.

### MRC2: Environmental Product Declarations, MRC4: Material Ingredients

Manufacturers and vendors will need to provide Environmental Product Declarations and Material Ingredient Reports for the materials installed on the project. Many vendors do not yet have this documentation and this will require additional coordination, education, and potentially sourcing alternative suppliers that have the required documentation to meet various LEED v4 requirements.

Brightworks will review the secured LEED Material Buyout Forms and supporting backup information submitted from subcontractors and the contractor. Brightworks will electronically compile these forms and product sheets into a Building Product Disclosure and Optimization material management spreadsheet. Brightworks will prepare periodic updates to the project team on credit status. Once all materials have been purchased for the project, Brightworks will prepare the credit documentation for LEED Online on behalf of the General Contractor. Brightworks, in coordination with the General Contractor, will develop and submit responses to any – if any – preliminary review comments from USGBC/GBCI.

### EQc2: Low-Emitting Materials Suite

Brightworks will review the secured LEED Material Buyout Forms and supporting backup information from subcontractors and the contractor. The LEED EQc2 low-emitting materials suite addresses adhesives, sealants, paints, coatings, insulation, ceilings, flooring systems and composite wood/agrifiber products. These forms and product sheets will be compiled electronically by Brightworks into a material management spreadsheet. Once all materials have been purchased for the project, Brightworks will

prepare the credit documentation for the four EQc4 credits LEED Online on behalf of the General Contractor. Brightworks, in coordination with the General Contractor, will develop and submit responses to any – if any – preliminary review comments from USGBC/GBCI.

**PROFESSIONAL FEES**

Brightworks will invoice monthly against the following fixed fees. The monthly invoice will reflect the total phase fee divided by the duration of each phase.

<b>Basic Services</b>	<b>FEE</b>
Sustainability (LEED Certification Management)	\$41,200
Resiliency	\$2,100
Energy Analysis and Modeling	\$23,000
Fundamental Commissioning	\$25,000
<b>Subtotal</b>	<b>\$91,300</b>
Reimbursable Expenses ( <i>Billed at cost, no markup</i> )	\$2,500
<b>TOTAL</b>	<b>\$93,800</b>

<b>Optional Services</b>	<b>FEE</b>
Enhanced Commissioning	\$8,000
Enhanced Materials Support	\$5,000



## STANDARD TERMS AND CONDITIONS

If this proposal meets with your satisfaction, please sign and return a copy of these Standard Terms and Conditions as Notice to Proceed. Thank you – we are excited to work with you!

### 1. Agreement

The Brightworks Sustainability, LLC Standard Terms and Conditions (“Terms and Conditions”) supplement the attached proposal to provide services for the project known as \_\_\_\_\_ (“Project”) submitted by Brightworks Sustainability, LLC, an Oregon Limited Liability Corporation, (“Brightworks”) to \_\_\_\_\_ (“Client”) and dated \_\_\_\_\_ (“Proposal”). The Proposal and Terms and Conditions collectively form the agreement by which Brightworks shall provide services to the Client for the Project (hereinafter, the “Agreement”), which is effective as of \_\_\_\_\_. Where a provision of the Proposal is inconsistent with a provision of the Terms and Conditions, the Proposal shall govern.

### 2. Scope of Services

Brightworks shall provide the professional services described in the Proposal (“Services”). “Additional Services” are services in addition to those described in the Proposal, for which Brightworks shall be compensated by Client. Additional Services shall include, without limitation, services necessitated by a material change to information or reasonable assumptions upon which the Proposal is based, increased Project scope beyond what is described in the Proposal, or project revisions that require Brightworks to re-evaluate, re-design, or re-document work. Unless otherwise agreed in writing, Additional Services shall be provided on a time and materials basis at Brightworks’ standard hourly rates as stated in the Proposal.

### 3. Standard of Care

Brightworks shall perform the Services in a manner consistent with the degree of skill and care ordinarily exercised by those providing the same services in the location of the Project, under similar circumstances. Brightworks makes no other warranty, certification or guarantee with respect to the Services. Brightworks specifically disclaims any implied warranties of title, non-infringement, merchantability, or fitness for a particular purpose. In addition, because the success or failure of any effort to achieve a green building certification is necessarily contingent upon on a wide range of factors that are outside of Brightworks’ control, including the participation and cooperation of others, such as project owners, contractors, architects, engineers and consultants, Brightworks does not guarantee that the Services will result in the successful certification of the project under any certification standard, or that any specific level of certification will be achieved.

#### 4. **Compensation, Payment, Reimbursable Expenses**

Brightworks shall be compensated and its expenses reimbursed as provided in the Proposal. Brightworks shall invoice Client monthly. Payment is due upon presentation of Brightworks' invoice. Unless otherwise agreed in writing: A) Invoices not paid within 45 days shall accrue interest at the rate of 1% per month, B) Payment to Brightworks shall not be contingent on Client's receipt of funds or payment from any third-party, C) Reimbursable expenses include travel, copying, overnight mail, and other Project related costs, and shall be reimbursed at 1.05 times (105%) cost and D) Brightworks will not pay or advance third-party rating system registration or certification review costs for the project.

#### 5. **Client Information**

Client acknowledges that Brightworks' ability to provide the Services depends, in part, on project specific information that may change during the course of a project. Brightworks is entitled to rely on any information, plans, estimates, data, studies, reports, equipment, product descriptions, and other project information provided to it by Client. Client shall promptly notify Brightworks of changes to project information previously provided to Brightworks.

#### 6. **Instruments of Service**

All of the documents prepared by Brightworks related to the Project are instruments of service for use on the Project by the Client, and shall be delivered in a static format not intended to allow modification, except as provided herein. Brightworks grants Client a non-exclusive license to use instruments of service for the Project. Brightworks retains ownership and copyright rights on the documents. Brightworks' instruments of service may not be modified or used on any other project without Brightworks' prior written agreement. At Client's request, Brightworks will provide Client modifiable electronic documents for Client's convenience, subject to the following conditions: A) In the event of a conflict, Brightworks static, non-modifiable work-product shall govern, B) Brightworks makes no representation regarding the compatibility of the modifiable electronic documents with Client's software, C) Brightworks makes no representation regarding the suitability of the modifiable electronic documents for Client's use, D) Brightworks may remove or obliterate its name, title block, professional seals or certifications from any modifiable electronic document, and E) Client will not distribute the modifiable electronic documents to any third-party without Brightworks' prior written consent.

#### 7. **Termination**

Either Client or Brightworks may terminate or suspend this Agreement should the other party substantially fail to perform as required under this Agreement, but only after giving the other party ten (10) calendar days' prior written notice and opportunity to cure the substantial nonperformance. Brightworks shall not be liable for damages caused by delay, or otherwise, that arise from Brightworks' suspension or termination following Client's failure to perform as required. In addition, either party may terminate this Agreement for convenience with ten (10) days written notice. In the event of termination

for cause or convenience by either party, Brightworks shall be compensated within thirty (30) days for services provided up to the date of termination.

**8. Dispute Resolution**

At least fourteen (14) days prior to initiating dispute resolution (mediation, arbitration or litigation), the initiating party shall provide the responding party a detailed written statement of the matters in dispute. Principals of the parties shall meet in Brightworks’ Portland, Oregon office with fourteen (14) days of the delivery of the statement to endeavor to negotiate a resolution of the dispute. Any matters not resolved by negotiation shall be resolved as follows. First, mediation in Portland, Oregon shall be a condition precedent to binding dispute resolution, and the parties shall share the cost of mediation equally. Any controversy or dispute not resolved in mediation shall be resolved by arbitration administered by the Arbitration Service of Portland, in Portland, Oregon, and the award rendered by the arbitrator(s) may be entered as a judgment in any court having jurisdiction thereof. In any arbitration, the substantially prevailing party shall be awarded its defense costs, including reasonable expert and attorneys’ fees after consideration of settlement offers.

**9. Marketing Material**

Brightworks may identify and describe the Project in its marketing materials. Upon the request of Brightworks, Client will provide images or renderings of the Project for use by Brightworks in marketing materials.

**10. Insurance**

For the duration of the project, Brightworks shall maintain insurance coverage as follows:

<b>COMMERCIAL GENERAL LIABILITY (“CGL”)</b>	\$2,000,000 each occurrence \$4,000,000 general aggregate
<b>WORKER’S COMPENSATION</b>	Statutory \$1,000,000 EL each accident \$1,000,000 EL disease, each employee \$1,000,000 EL disease, policy limit
<b>AUTOMOBILE</b>	\$2,000,000 combined single limit
<b>PROFESSIONAL LIABILITY (“PLI”)</b>	\$3,000,000 per claim \$3,000,000 aggregate

PLI shall be maintained for three (3) years following completion of the Project, so long as it is commercially available and reasonably affordable to Brightworks.

### 11. **Indemnification**

Brightworks and Client each agrees to indemnify the other against any and all liability, damages, costs and expenses including reasonable attorney's fees and expert fees (collectively "Damages"), that are caused to the other due to the negligence of the indemnifying party, but only to the extent of the indemnifying party's negligence. Neither Brightworks nor Client shall be required to indemnify the other to the extent damages arise from or are caused by the indemnified party's own negligence (whether sole, concurrent or contributory). Neither Brightworks, nor Client, shall have a duty to provide the other an up-front defense of any claim.

### 12. **Limitation of Liability**

Brightworks' (including its directors', officers' and employees') total and aggregate liability, whether arising in tort or contract, or otherwise, for any cause of action shall be limited as follows: (A) for insured liabilities with the exception of professional negligence, to the amount of insurance then available to fund any settlement, award or verdict; (B) for professional negligence and uninsured liabilities not required to be insured under this Agreement, to the lesser of the amount of Brightworks' fee under this Agreement or \$25,000. In no event shall Brightworks be liable to Client for special, incidental, consequential, punitive or exemplary damages suffered by Client, even if Brightworks has previously been advised of the possibility of such damages.

### 13. **No Third-Party Beneficiary**

This Agreement does not give any rights or benefits to anyone other than Client or Brightworks. There are no third-party beneficiaries to this Agreement.

### 14. **Entire Agreement**

This Agreement, states all of the terms of the parties' Agreement respecting its subject matter and supersedes and replaces in their entirety all prior and contemporaneous written or unwritten representations, negotiations, commitments and agreements respecting its subject matter. The Services are governed exclusively by this Agreement, and this Agreement may not be modified or amended except by mutual written agreement of Brightworks and Client. Each of the parties has had an opportunity to negotiate the terms and conditions expressed herein; therefore, this Agreement will not be construed more strictly against either party as the drafter.

### 15. **No Assignment**

Neither party may assign its rights or obligations under this Agreement, except that Brightworks may utilize contractors or subconsultants to provide services required by this Agreement.

**16. Applicable Law and Venue**

Oregon law will govern the interpretation of the Agreement and all claims between the parties. Venue for any claim arising from or related to this Agreement shall be Portland, Oregon.

**17. Severability**

In the event any provision of this Agreement is determined to be unlawful, then remainder shall be enforceable.

	<b>CLIENT</b>	<b>BRIGHTWORKS SUSTAINABILITY, LLC</b>
SIGNATURE OF AUTHORIZED REPRESENTATIVE	_____	_____
PRINTED NAME	_____	<b>Joshua Hatch</b> PRINCIPAL <a href="mailto:josh.hatch@brightworks.net">josh.hatch@brightworks.net</a>
DATE	_____	1/28/2020



## City of Ketchum

February 3, 2020

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to Approve Contract #20444 with Steven Parker for the Commission of a Permanent Sculpture and Appropriate Funds from the Parks and Recreation Trust Fund**

#### Recommendation and Summary

Staff is requesting Council approve contract #20444 with Steven Parker for a permanent, city-owned sculpture. Staff also requests appropriation of funds for the artwork from the Parks and Recreation Trust Fund.

**“I move to approve Contract #20444 and the appropriation of \$29,000 from the Parks and Recreation Trust Fund to commission a sculpture for the city’s art collection.”**

The reasons for the recommendation are as follows:

- The Ketchum Arts Commission (KAC) selected a finalist for the permanent sculpture.
- The Parks and Recreation Trust Fund contains \$51,000 of unspent funds.

#### Introduction and History

On December 16, 2019, City Council reviewed proposals from three semi-finalists selected from a field of 54 submissions. On January 16, KAC juried the final proposals and chose the “Tuboscope” by Steven Parker.

#### Analysis

The sculpture is interactive, and the artist will create a booklet of listening games to be distributed to the public free of charge. KAC plans to work with Parker on the booklet to add a historical background of the use of a like sculpture in World War I, before the invention of radar. They were first used to spot German Zeppelin airships.

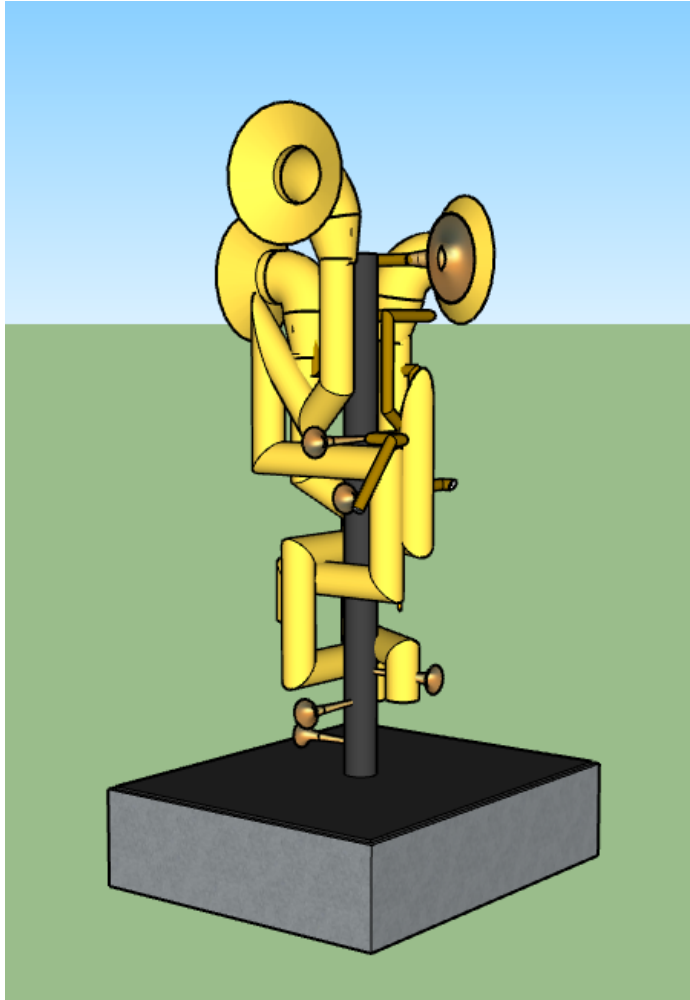
“A common configuration of the device had three horns arranged vertically plus an extra one to the side. The central one in the set of three, and the lateral one, were used to get the aircraft’s bearing, while the remaining two were used to estimate its height. The operators would listen in through the stethoscope and tilt the horns until they got the loudest sound,” (Jacopo Prisco, CNN). The sounds gave them the direction and ability to determine the height of the aircraft.

The educational element of the booklet, combined with listening games and illustrations, will benefit all ages. The sculpture could potentially draw classes from the Hemingway Steam School. Locating the booklets at The Community Library and adding them to materials at the Visitor Center will reach an even broader audience.

#### Financial Impact

City Council appropriated \$10,000 for KAC projects in FY20. That funding is to cover the costs associated with the 13<sup>th</sup> Annual Art on Fourth Exhibition and Sidewalk Art. There currently exists \$51,000 in the KAC fund balance. The commission would like to use \$29,000 of those funds for this project. In order to do so, Council must open the budget and appropriate \$29,000 for this project. If Council authorizes the appropriation, the project can proceed and the budget will be opened at a later date.

Attachments: Contract #20444  
Parker Proposal



# Tubascope

Steve Parker, artist

[steven.c.parker@gmail.com](mailto:steven.c.parker@gmail.com)

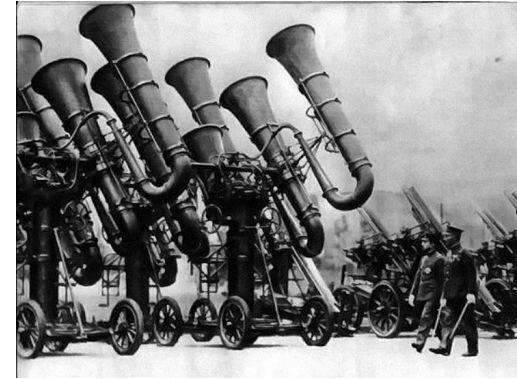
[steve-parker.net](http://steve-parker.net)

312 498 6047

## Proposal: Tubascope

For the City's Fourth Street Heritage Corridor Open Call, I am proposing a sculpture called the **Tubascope**.

The **Tubascope** is an interactive sculpture that works like a telescope for your ears. Modeled after obsolete acoustic locators of the 1930s (pictured here in B&W photos), the Tubascope is made from reclaimed and repurposed brass instruments that have been outfitted with additional tubing and brass headphones. Rather than produce music, these sculptures highlight and amplify existing sounds that are already present. To use the sculpture, a passerby simply places their ear up to the brass headphone along the main sculpture support and listens. When used, the object helps a person focus their listening on specific, far away sounds that they may have been otherwise ignored.

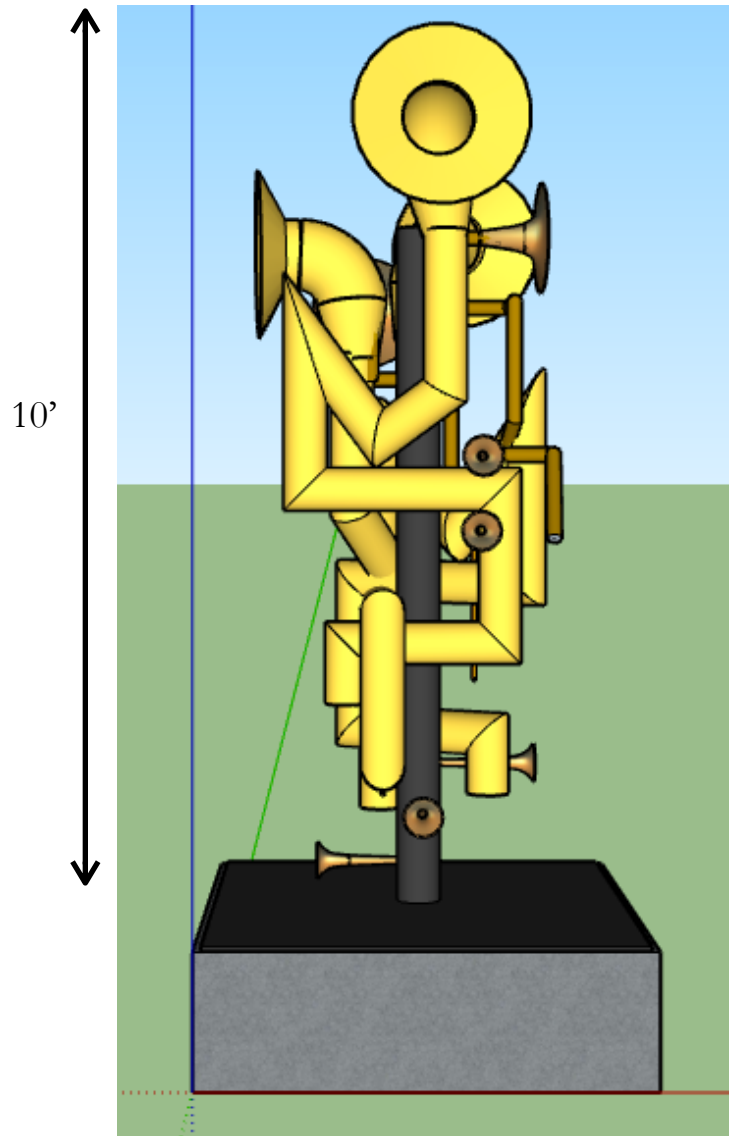


This project aims to help people engage in the simple, yet profound act of intentional listening. Additionally, it aims to heighten public awareness of the rich natural soundscape of Ketchum. Ketchum possesses a dynamic and constantly changing soundtrack: at any given moment a person can hear the songs of migrant birds, the undulations of insects, and other living creatures. Listening more attentively can bring our senses into greater focus.

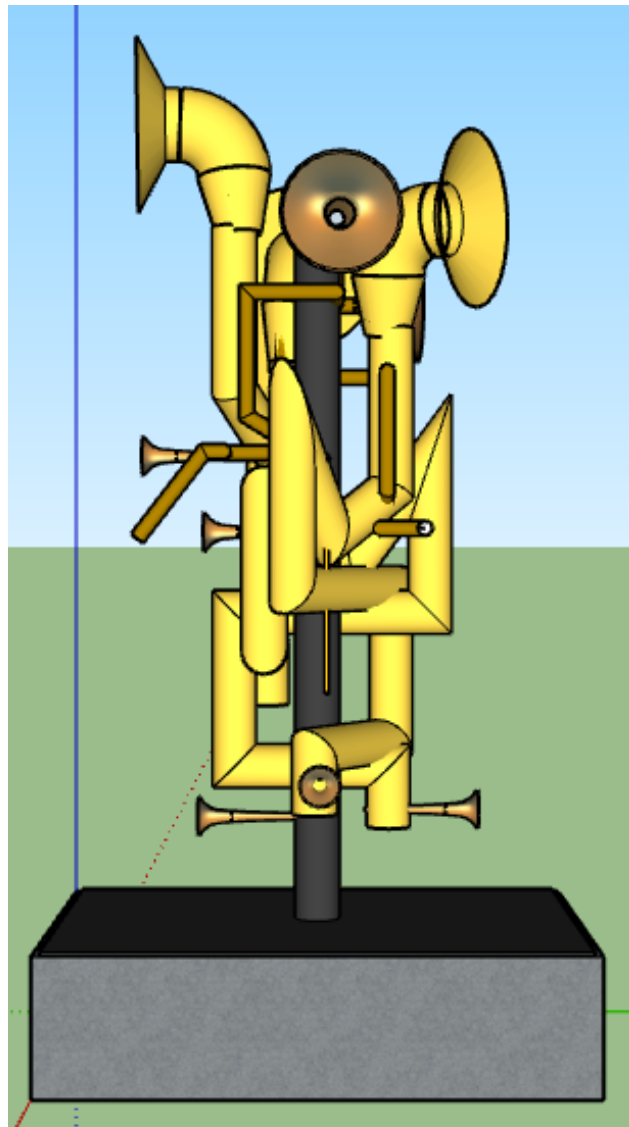
To augment the physical sculptures, I will also create a booklet of listening games that will be distributed to the public free of charge. Drawing from the visual language of Shel Silverstein and Dr. Seuss, I will create and illustrate meditations that guide Ketchum residents and visitors to listen and appreciate notable aspects of Ketchum's rich soundscape.

My sculptures are made from durable steel and brass, suitable for any climate. All sculptures are ADA compliant, intuitive, and suitable for people of all ages.

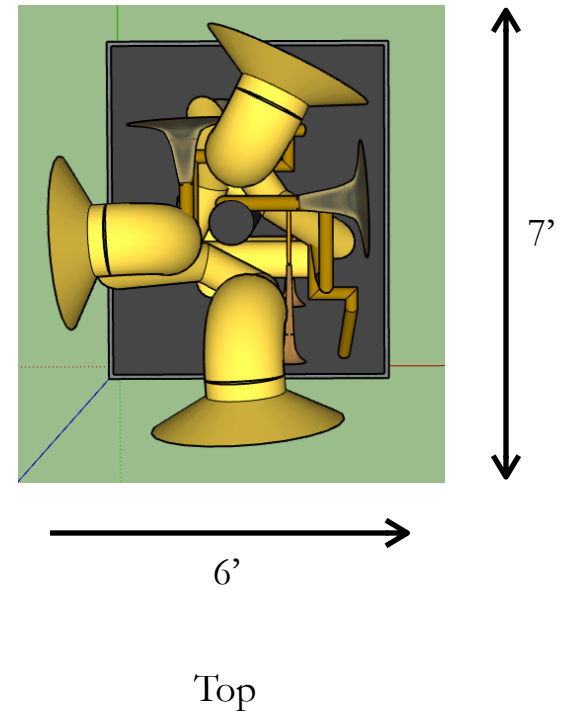




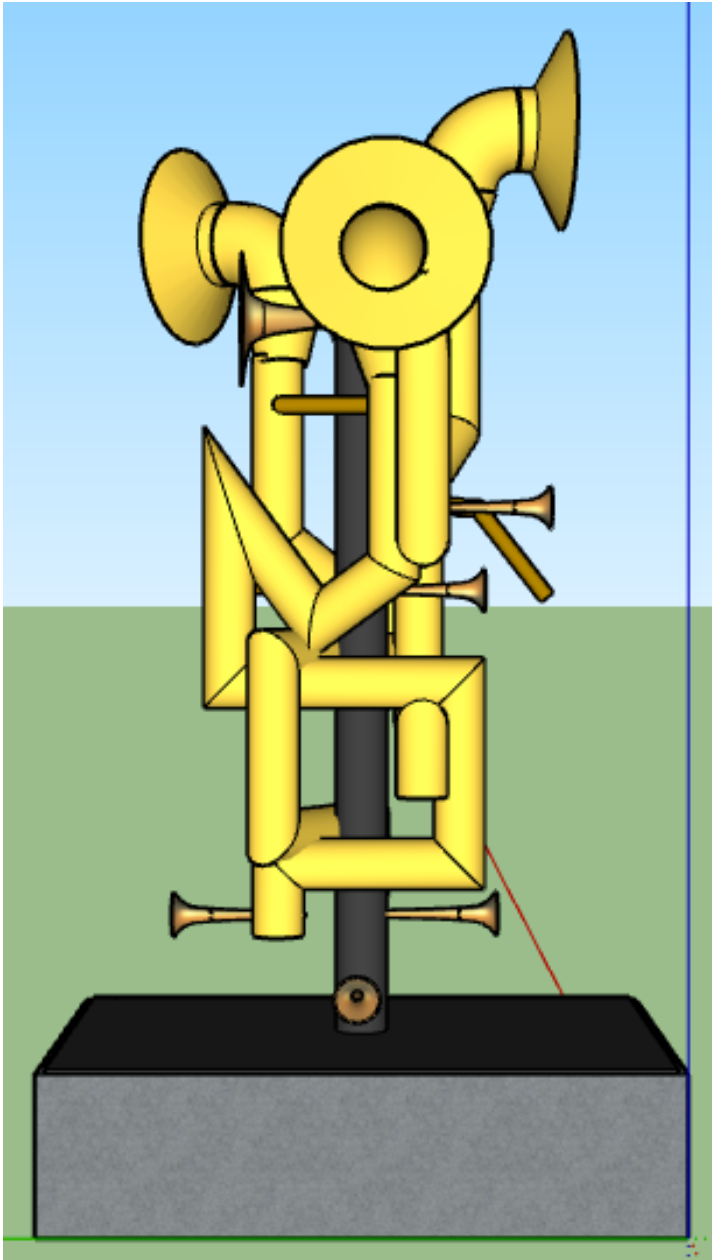
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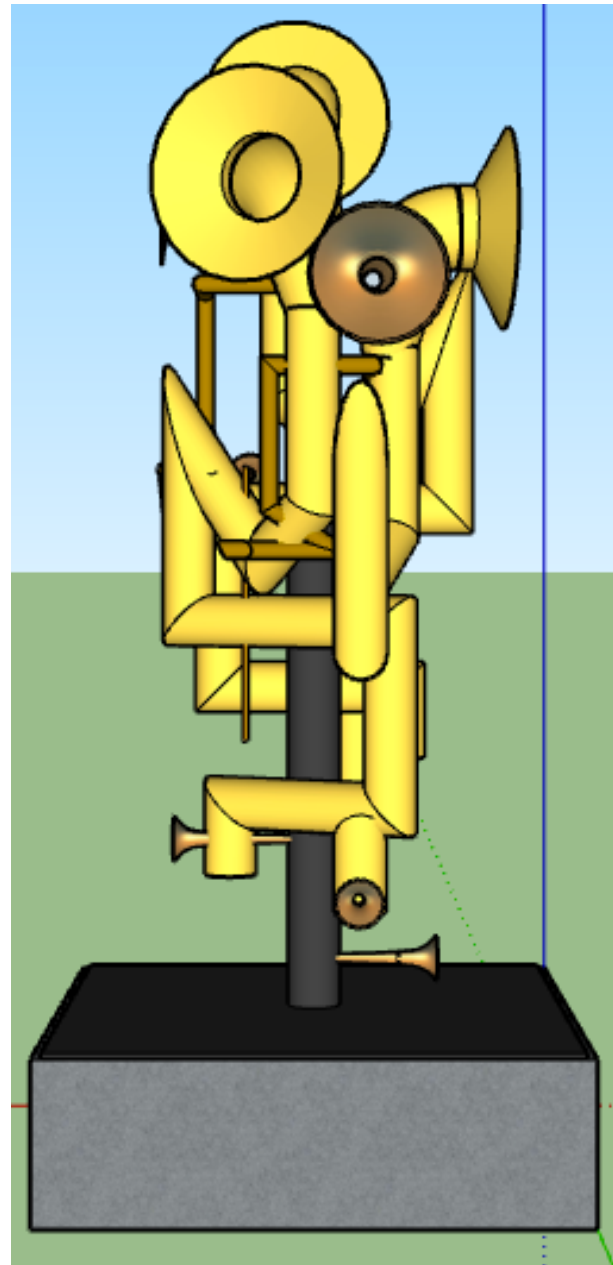
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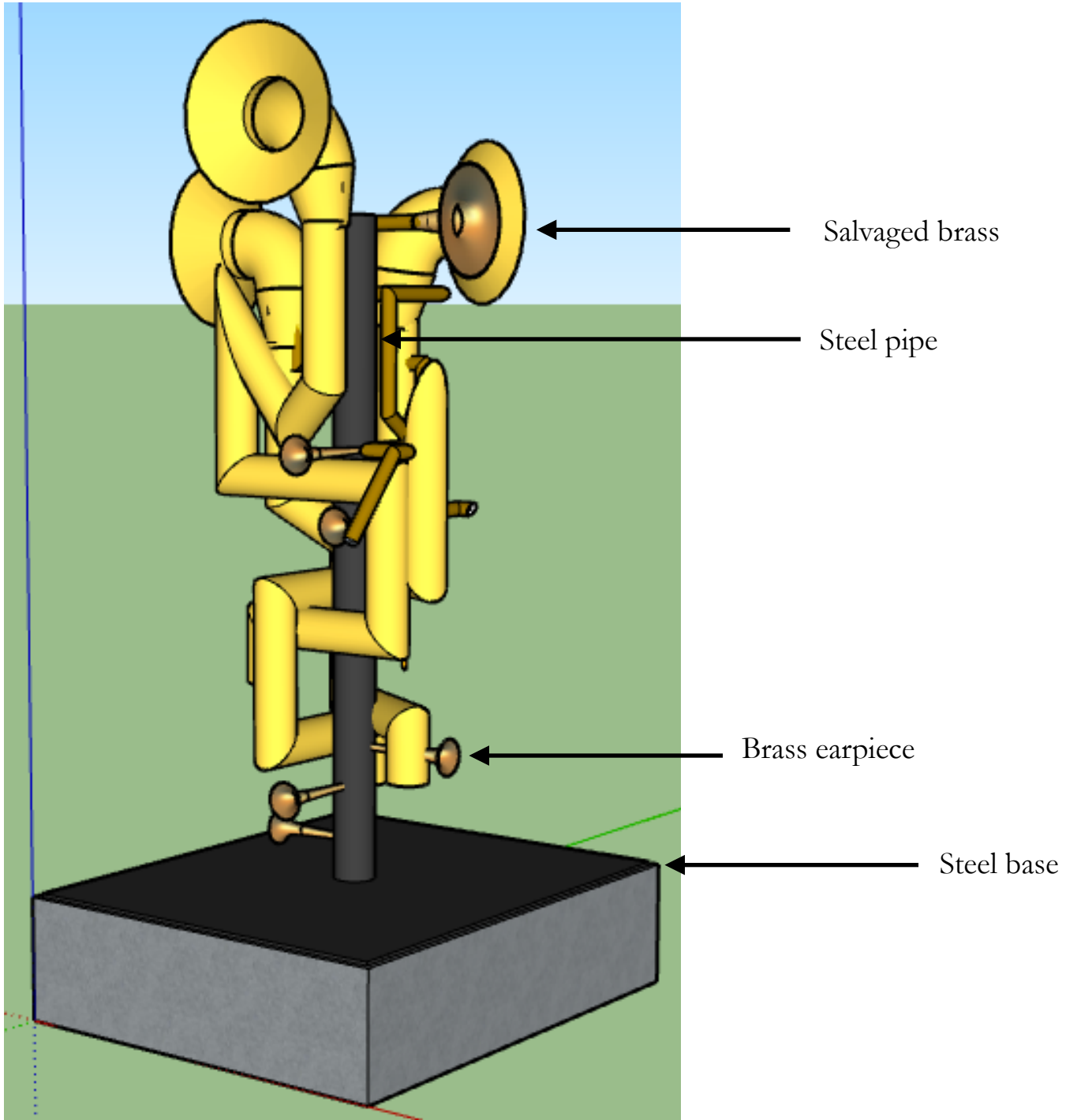


Left



Right

10'



# Budget

	amount	unit cost	total				
<b>MATERIALS</b>							
Salvaged brass			\$3000				
Copper tubing and fasteners			\$250				
Steel tubing			\$1000				
Steel base			\$500				
Headphones & misc fasteners			\$200				
<b>TOTAL MATERIALS</b>			<b>\$4950</b>				
<b>FABRICATION</b>							
Steel base Fabrication, custom steel fittings, and steel reinforcement of brass (Robert Whiterhurst, Fisterra Studio)	120	\$50	\$6000				
Brass Brazing (Steve Parker)	60	\$50	\$3000				
<b>TOTAL FABRICATION</b>			<b>\$9000</b>				
<b>INSTALLATION &amp; DEINSTALLATION</b>							
Install Labor & Delivery (Robert Whiterhurst, Fisterra Studio)			\$3000				
Truck rental & gas			\$3000				
Roundtrip airfare, hotel			\$1500				
<b>TOTAL LABOR</b>			<b>\$7500</b>				
<b>INSURANCE</b>							
General Liability - Hartford Insurance			\$300				
<b>TOTAL INSURANCE</b>			<b>\$300</b>				
<b>SUB TOTAL AMOUNT</b>			<b>\$21750</b>				
<b>CONTINGENCY:</b>							
5% of the Subtotal			\$1450				
<b>ARTIST'S FEE:</b>							
20% of Total			\$5800				
<b>GRAND TOTAL:</b>			<b>\$29000</b>				

## Materials

Reclaimed brass  
Copper pipes & fasteners  
Steel

## Timeline

Final Design completed: 2 months after contract executed  
Fabrication of artwork: 4 months  
Artwork installed: 2 days

**AGREEMENT #20444 BETWEEN THE CITY OF KETCHUM AND STEVEN PARKER  
FOR THE COMMISSION OF AN INTERACTIVE ART PROJECT**

This agreement is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between the City of Ketchum, a municipal corporation (hereinafter “City”), and Steven Parker, an individual (hereinafter “Artist”); (hereinafter collectively referred to as “the Parties”) for the purpose of refining the final design of the sculpture project, fabricating, and installing or supervising the installation of the art.

**RECITALS**

WHEREAS, the City requires the services of an artist to create a sculpture in a public space; and

WHEREAS, the Artist is a professional artist whose work and qualifications make the Artist uniquely qualified to create the Artwork; and

WHEREAS, the Ketchum Arts Commission has selected, and the Ketchum City Council approved, the Artist based upon his work and qualifications; and

WHEREAS, the Artist and City wish to perform under the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the above-stated premises and subject to the conditions hereinafter set forth, the parties agree as follows:

**AGREEMENT**

1. **SCOPE OF WORK:** Artist has received approval for artwork designs and correlating budget from the City and is, upon execution of this Agreement, authorized to proceed with design, fabrication and installation of the following project pursuant to the terms of this Agreement and as described in Exhibit “A” attached hereto:
  - a. Artist will fabricate and install an approximately 10-foot tall “Tubascope.” Artwork will be installed on the existing pedestal on the north side of Fourth Street between East and Walnut avenues.
  - b. Artist will create a booklet of listening games to be distributed to the public.
2. **INDEPENDENT CONTRACTOR RELATIONSHIP:** Artist is not an employee, servant, agent, partner or joint venture of the City. The City shall determine the work to be done by Artist, but Artist shall determine the legal means by which it accomplishes the work specified by the City. This Agreement shall not be construed to create any employer-employee relationship between the City and Artist.
3. **ARTIST RESPONSIBILITIES:** In addition to other responsibilities set forth in this Agreement, the Artist shall provide periodic progress reports to the Ketchum Arts Commission (KAC). This provision shall not prevent the Artist from subcontracting for obligations that do not require his artistic talents, including but not limited to such obligations as engineering, structural engineering or drawing architectural renderings of plans for the preparation and submittal of operations and maintenance manual for artwork.

4. **COMPENSATION:** The total fee for the Artist is \$29,000 (twenty-nine thousand dollars). This amount shall constitute full compensation for all services the Artist shall perform, necessary materials and fees, as set forth in the Scope of Services and this Agreement. Artist shall receive 50% (fifty percent) or \$14,500 (fourteen thousand five hundred dollars) of the total fee upon City approval of Contract. Upon approval and payment, Artist will commence work. See Artist budget in Exhibit A.
5. **CITY RESPONSIBILITIES:** The City agrees to timely furnish Artist all information in the City's possession concerning matters covered by this Agreement, together with timely access to personnel and data necessary to perform the work.
6. **TIME OF PERFORMANCE:** Artist shall coordinate commencement of design on the effective date of this agreement and complete the Scope of Services on or before July 1, 2020, or such other later date as may be agreed upon between the Parties in writing.
7. **APPROVALS:** The Artist shall provide the City the opportunity to review the work progress as follows:
  - a. Artist shall provide a revised Tubascope proposal for review by KAC no later than February 19, 2020.
  - b. Revisions, if required, will be provided for review by KAC no later than March 4, 2020.
  - c. Final design and plans and specifications stamped by an Idaho licensed engineer will be provided for review by City departments and engineer no later than March 18, 2020.
  - d. Review and approval of design and engineering will occur within a reasonable period prior to the commencement of fabrication.
  - e. KAC will review and approve work within seven (7) days of final completion. If, during the approval reviews, KAC concludes that the work does not conform to the designs as described in Exhibit A attached hereto or as mutually agreed by the parties in writing, notice of specific non-conformity and request for Artist to address the specific non-conformity shall be given to Artist in writing within two weeks after the review. Artist shall have thirty (30) days to address and correct any non-conformity. If, after resubmittal, the work still does not conform, this Agreement shall be subject to immediate termination for cause.
8. **PROJECT CLOSE-OUT:** Upon delivery of the work, the Artist shall furnish the City a full release and waiver of lien, together with such releases and waivers from any subcontractor who furnished goods for or performed services for the work. Artist shall comply with all applicable federal, state and local laws, statutes, rules, regulations and/or ordinances. Artist shall also submit a maintenance plan to the City including specific recommendations for ongoing maintenance and possible repairs, as well as slides and/or photo and written documentation of fabrication and installation of the work, such as to assist in maintenance, repair and public education.
9. **REPAIRS, MAINTENANCE OR ALTERATIONS:**
  - a. Artist is responsible for all parts and workmanship for a period of one (1) year after acceptance of the work and will replace any defective parts or rework any defective craftsmanship in a timely fashion at no cost except as provided in 10(b) and 10(c).
  - b. Artist is not responsible for and will not be held liable for any damage to the Work, its surfaces, or environment caused by personnel of the City, of its employees, visitors, or others, beyond the control of Artist.

- c. Artist is not responsible for, and will not be held liable for, any damages to the Work by extremely adverse weather conditions, acts of God, vandalism, or other acts abnormal to the site beyond the control of the Artist.
- d. The City may provide basic maintenance, restoration and repairs and whenever practical, Artist will be given an opportunity to perform and/or act as consultant for the repair or restoration. In the event that the Work is damaged or destroyed, the City may, in its sole discretion, restore the Work subject to availability of sufficient funds.

**10. ARTIST'S INSURANCE:**

- a. Artist agrees to purchase, at his own expense, general liability insurance with limits of not less than one million dollars per occurrence, combined single limit bodily injury and property damage, to cover the Artist's work in fabricating, transporting and installing the Work and shall be in force for no less than fifteen (15) days prior to the Artist commencing work until final completion. Artist shall provide proof of coverage as set forth above to the City before commencing its performance as herein provided and shall require insurer to notify the City ten (10) days prior to cancellation of said policy. Deliver certificates of insurance endorsements required by this Article to:

City of Ketchum  
Attn: City Administrator  
P.O. Box 2315  
Ketchum, ID 83340

- b. Before commencing fabrication of the Work, the Artist shall procure and maintain until final completion, insurance on the Work in an all-risk form with limits of not less than \$29,000 (twenty-nine thousand dollars, and any deductible not to exceed \$500 (five hundred dollars) each loss, with any loss payable to the City.
- c. On all insurance policies required under the Agreement, the Artist shall name the City as an additional insured party and provide that the policy may not be cancelled or reduced in coverage except upon thirty (30) days advance written notice to all Parties. Any cancellation of insurance, without appropriate replacement in the amounts and terms set forth herein may constitute grounds for termination of the contract.
- d. Artist's insurance shall apply to the transportation and installation of the Work, or if transportation is being subcontracted, the Artist will verify that the subcontractor carries sufficient insurance coverage to match the above referenced limits and include coverage for owned, non-owned and hired vehicles as applicable.

11. **INDEMNIFICATION:** Artist agrees to indemnify, defend, and hold harmless the City and its officers, agents, employees and City Council from and against all claims, losses, actions or judgments for damages of injury to persons or property arising out of or resulting from the negligent performances or activities of Artist, Artist's agents, employees, or representatives under this Agreement.

12. **WARRANTY:** Upon final acceptance of the Work by the City, Artist warrants that it shall be free from defects in materials and workmanship, including inherent vice. Artist shall, for a period of one (1) year after acceptance by the City, correct any such defects at Artist's own expense. "Inherent vice" re



a quality within the materials or materials which comprise the work which either alone or in combination with other materials used in the artwork or reacting to the environment, results in the tendency of the work to destroy itself. Upon written notification of a defect in materials or workmanship, Artist shall have sixty (60) days to commence repairs and shall conclude them within a reasonable time.

13. **OWNERSHIP:** The Work will be a limited edition of one. Artist warrants that, unless otherwise stipulated, the Work is original, in that the Work owes its creation or origin to Artist and is not the product of copying another's work in any manner. Artist warrants and represents he has not previously published the Work transferred by this Agreement and that Artist is the sole owner of all rights therein. Upon final approval and acceptance of Work, delivery and installation, and final payment, City shall own the Work. Artist hereby expressly waives any right, title or interest in the artworks created for the project. Artist understands that said waiver includes waivers of the exclusive rights of reproduction, adaptation, publication, performance and display.
14. **OWNERSHIP OF DOCUMENTS AND MODELS:** All studies, drawings, designs and originals related to artwork prepared and submitted under this Agreement shall become the property of City, and shall be delivered to City within thirty (30) days of full execution of this Agreement; provided, however that the same may be delivered immediately following receipt of the final payment by Artist if Artist requires the studies, drawings, designs and originals related to the artwork for completion and installation.
15. **OWNERSHIP OF COPYRIGHT:** The City shall retain ownership of the Work and Artist shall retain all rights, title and ownership of the copyright to said Work. Artist shall continue to be identified, whenever possible, on all printed materials, signage, websites or other promotional material as the original creator of the design and the Work. Artist shall retain the right to claim authorship to design and the Work and may utilize such authorship in any of his printed materials or other promotional material.
16. **WAIVER AND RELINQUISHMENTS OF RIGHTS:** Once the Work becomes City property, the City may move the Work. Artist shall have no right to override or veto the City's plans and Artist hereby waives his right to file a claim or demand of any type against the City based upon any future decision regarding the placement of the Work.
17. **PUBLICITY, RIGHTS OF REPRODUCTION:** Artist also consents to the use, at City's discretion, of Artist's full name and Artist's own identifying photograph in any publicity or promotional materials produced for the Project, whether printed or electronic. Such consent includes placement of these items on any website City maintains. In addition, Artist shall retain his right of reproduction in the Work and Artist hereby expressly grants to the City the right to reproduce images of the Work for educational or promotional purposes.
18. **ASSIGNMENT:** It is expressly agreed and understood by the Parties hereto that Artist shall not have the right to assign, transfer, hypothecate or sell any of its rights under this Agreement except upon the prior express written consent of the City.

19. **TERMINATION OF AGREEMENT FOR CAUSE:** If Artist shall fail to fulfill its obligations in compliance with the scope of work, or if Artist shall violate any of the covenants, agreements or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Artist and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination. If this Agreement is terminated for cause, Artist shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, Artist shall not be relieved of liability to the City by virtue of any breach of this Agreement by Artist, and the City may withhold any payments to Artist for the purpose of setoff until such time as the exact amount of damages due the City from Artist is determined. Contractor shall also provide the City all products or works of consulting generated to date of termination.
20. **TERMINATION BY THE CITY:** The City reserves the right to terminate this Agreement at any time, for any reason, by giving at least fifteen (15) days' notice in writing to Artist. If this Agreement is terminated by the City as provide herein, Artist shall be paid for the work performed prior to termination, less payment or compensation previously made. Artist shall also provide the City all products or works related to this project generated to date of termination.
21. **TERMINATION:** The obligation to provide further services under this Agreement may be terminated by Artist upon thirty (30) days written notice. Such termination shall be based upon substantial lack of performance by the City under the terms and conditions of this Agreement when said substantial lack of performance is through no fault of Artist. If this Agreement is terminated by Artist, Artist shall be paid for services rendered and for reimbursable expenses incurred to the date of such termination.
22. **NOTICES:** Any and all notices required to be given by either of the parties hereto, unless otherwise stated in this Agreement, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:
- TO CITY:           City Administrator  
                          City of Ketchum  
                          POB 2315  
                          Ketchum, ID 83340
- TO ARTIST:        Steve Parker  
                          12026 Wycliff Ln.  
                          Austin, TX 78727
23. **APPLICABLE LAW:** Any dispute under this Agreement or related to this Agreement shall be decided in accordance with the laws of the state of Idaho.
24. **SEVERABILITY:** If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.
25. **ATTORNEY FEES:** Should any litigation be commenced between the Parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to costs and reasonable attorney fees as determined by a court of competent jurisdiction. This provision

shall be deemed to be a separate contract between the parties and shall survive any default, termination or forfeiture of this Agreement.

26. **EFFECTIVE DATE:** The effective date of this Agreement shall be the date signed by the last party of this Agreement.

IN WITNESS WHEREOF, THE CITY and Artist have executed this Agreement as of the effective date specified above.

**CITY OF KETCHUM**

**ARTIST**

\_\_\_\_\_  
Neil Bradshaw, Mayor

\_\_\_\_\_  
Steven Parker

ATTEST:

\_\_\_\_\_  
Robin Crotty, City Clerk