CITY OF KETCHUM, IDAHO
PLANNING AND ZONING COMMISSION
Tuesday, December 13, 2022, 4:30 PM
191 5th Street West, Ketchum, Idaho 83340

AGENDA<br>PUBLIC PARTICIPATION INFORMATION<br>Public information on this meeting is posted outside City Hall.

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Webinar ID: 83654918465
2. Address the Commission in person at City Hall.
3. Submit your comments in writing at participate@ketchumidaho.org (by noon the day of the meeting).

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

## CALL TO ORDER:

## ROLL CALL:

## EXECUTIVE SESSION:

4. Executive Session (Approx 30 minutes): Pursuant to Idaho Code 74-206(1)(f) to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.

## COMMUNICATIONS FROM COMMISSIONERS:

## CONSENT AGENDA:

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

1. ACTION ITEM: Approval of the November 29, 2022 Minutes

PUBLIC HEARING:
2. PUBLIC HEARING: Recommendation to conduct a public hearing, review, and provide feedback on the Design Review amendment and Development Agreement amendment for the Appellation Sun Valley hotel project at 300 E River Street.

## NEW BUSINESS:

ADJOURNMENT:

CALLTO ORDER: (00:00:14 in video)
Neil Morrow called to order at 4:30 p.m.

## Roll Call:

Neil Morrow
Susan Passovoy (arrived in time for Public Hearing)
Brenda Moczygemba
Tim Carter - via Zoom
Spencer Cordovano

## Also Present:

Suzanne Frick - Director of Planning and Zoning - via Zoom
Morgan Landers - Senior Planner
Abby Rivin - Senior Planner
Adam Crutcher - Associate Planner
Trent Donat - City Clerk
Heather Nicolai - Planning Technician
COMMUNICATIONS FROM THE COMMISSIONERS: (00:00:54 in video)
Brenda Moczygemba \& Tim Carter - did a site visit of the 200 N Leadville story poles
CONSENT AGENDA: (00:01:12 in video)

1. ACTION ITEM: Approval of the November 8, 2022 Minutes (00:01:38 in video)

Motion made by Tim Carter to approve the November 8, 2022 Minutes;
Seconded by Spencer Cordovano. (00:01:55 in video)
Ayes: Neil Morrow, Tim Carter, Spencer Cordovano
Nays: None
Recused: Brenda Moczygemba
PUBLIC HEARING: (00:01:52 in video)
2. ACTION ITEM: Preliminary Review of Revised Plans Associated with a Conditional Use Permit for addition with the Pines PUD (P22-033)

Staff Report: Adam Crutcher-Associate Planner (00:02:07 in video)
Applicant: Not present
Commission Comments: (00:10:57 in video)
Public Comment: None
Commission Recommendations: (00:25:30 in video)
3. ACTION ITEM: Recommendation to hold a public hearing, review, and provide
feedback on the Design Review and Condominium Preliminary Plat applications for the proposed mixed-use development at 200 N Leadville Ave. (P22-035 and P22-035A)

Staff Report: Morgan Landers-Senior Planner (00:34:39 in video)
Applicant: Nicole Ramey, Medici Architects (00:49:18 in video)
Commission Comments: (00:59:33 in video)
Public Comment: (01:10:28 in video)

- Pam Colesworthy (01:10:47 in video)
- Dave Hutchinson (01:12:40 in video)

Commission Questions \& Recommendations: (01:21:26 in video)

- Mike Carr, property owner - answered commission questions (01:21:55 in video)
- Commission recommended meeting on the 200 N Leadville Ave. continue Tuesday, 12/20/22. (02:09:30 in video)
Motion: Motion made by Neil Morrow, requesting the applicant to modify the project and continue the hearing to December 20, 2022 for further review.
Second by Tim Carter
Ayes: Neil Morrow, Tim Carter, Spencer Cordovano, Brenda Moczygemba, Susan Passovoy
Nays: None


## NEW BUSINESS: (02:09:50)

5. Staff advised commission that the 2023 meeting dates will be finalized and draft schedule sent out (in video 02:10:00)

## ADJOURNMENT:

Motion to adjourn at 6:40pm (02:10:35 in video)
Motion made by Neil Morrow to adjorn the meeting; Seconded by Susan
Passovoy.
Ayes: Neil Morrow, Susan Passovoy, Tim Carter, Spencer Cordovano, Brenda
Moczygemba
Nays: None

[^0]Suzanne Frick - Director of Planning \& Building

## STAFF REPORT

## KETCHUM PLANNING AND ZONING COMMISSION <br> REGULAR MEETING OF DECEMBER 13, 2022

PROJECT: Appellation Hotel (formerly Harriman Hotel)
FILE NUMBER: P22-059 and P22-059A

APPLICATION TYPE: Design Review (P22-059A) and Development Agreement Amendment (P22059)

PROPERTY OWNER: Harriman Ketchum Hotel, LLC (formerly Trail Creek Fund, LLC)

REQUEST: Request for an amendment to Design Review approval 08-007 and amendment to the Amended and Restated Development Agreement and subsequent development agreement amendments

LOCATION:
300 E. River Street (Ketchum Replat BIk 83 Lot 2)

ZONING:
Tourist (T)
OVERLAY: Floodplain/Waterways
REVIEWER: Morgan Landers, AICP - Senior Planner

NOTICE: A public hearing notice for the project was mailed to all owners of property within 300 feet of the project site and all political subdivisions on October 14, 2022. The public hearing notice was published in the Idaho Mountain Express the on October 19, 2022. A notice was posted on the project site and the city's website on October 19, 2022.

## ATTACHMENTS

## Application Materials

A. 2022 Design Review Application and supporting documents
B. 2022 Design Review Plan Set
C. Development Agreement Amendment application and supporting documents

## Reference Materials

D. 2008 Design Review Plan Set
E. 2008 Civil Plan Set
F. 2008 Design Review (DR 08-007) - Findings of Fact, Conclusions of Law, and Decision
G. 2008 PUD/CUP (CUP 08-007) - Findings of Fact, Conclusions of Law, and Decision
H. Amended and Restated Development Agreement dated October 5, 2015
I. Corrected Amendment to the Amended and Restated Development Agreement dated June 21, 2016
J. Encroachment Agreement dated July 14, 2016
K. First Amendment to Amended and Restated Development Agreement dated June 4, 2018
L. Settlement Agreement dated June 26, 2022

## Other

M. Staff Analysis - Conformance with Zoning and Dimensional Standards
N. Staff Analysis - Conformance with PUD/CUP Approval
O. Staff Analysis - Conformance with Design Review Criteria
P. DRAFT Second Amendment to Amended and Restated Development Agreement
Q. Public Comment

## EXECUTIVE SUMMARY

The applicant, Harriman Ketchum Hotel, LLC, represented by managing member Jack E. Bariteau, has applied for an amendment to the 2008 Design Review approval and an amendment to the 2015 Amended and Restated Development Agreement for the hotel development located at 300 E River Street in Ketchum (the "subject property"). The subject property is located at the southeast corner of River Street and Main Street (Hwy 75) just south of the Best Western Kentwood Hotel. The hotel developments proposed for the subject property have changed over the years. The various attached documents will reference either "Hotel Ketchum", "Auberge", or "Harriman Hotel". The current application is referred to as "Appellation Hotel" (the "Project") and that is how it is reference in the current application materials and in this report.

In June 2022, the Ketchum City Council entered into a Settlement Agreement with the property owner (see Attachment L). The settlement agreement addressed a variety of legal items, including the reinstatement of various approvals granted in 2008 including the following:

- PUD/CUP approval (CUP 08-007) with waivers (Attachment G)
- Design Review approval (DR 08-007) (Attachment F)
- Amended and Restated Development Agreement (Attachment H)
- Encroachment Agreement for improvements within the right-of-way (Attachment J)

During discussions between the City and the property owner regarding the terms of the settlement agreement, the property owner acknowledged that there would be proposed changes to the Project from what was approved in 2008 to bring a development to fruition.

As indicated, the applicant is now proposing the Appellation Hotel which is a 147,820 gross square foot hotel including 73 hotel rooms, 12 condominium residential units ( 6 with lock-offs), two levels of underground parking, spa/fitness center, conference facility, restaurant and bar, outdoor plaza with pool and jacuzzi, and observatory. The now proposed uses were included in the original approved development, however, square foot allocations of each use have adjusted as the hotel program has shifted over time. The project does not exceed the previously approved gross floor area, building height, or setbacks nor is the applicant requesting further waivers to these limitations.

The applications included in this package represent the requested changes to the project as currently proposed. Attachment $A$ includes a narrative description of proposed changes, a
memorandum from the project architect outlining the details of the previous approvals and how the current project compares, a detailed summary of proposed uses and square footage allocated to those uses, a memorandum from the property owner outlining how the project meets the PUD/CUP requirements, and information related to the voluntary rental program for the condominium residential units. Attachment B is the project plan set which includes landscape and civil drawings, elevations, floor plans, lighting plans, and comparative elevations from what was proposed in 2008 to the current project. Attachment D is the 2008 approved Design Review plan set which includes more detailed information than what is provided in the application materials from the applicant. For reference, the Findings of Fact for the Design Review and PUD/CUP approval are included as Attachments $F$ and $G$ respectively.

The current application proposes changes to:

- The number of condominium units
- The square foot allocation of each use within the building
- Material types on all building facades
- Roof forms and roof materials
- Right-of-way improvements and landscaping along Hwy 75
- Location of retaining walls and landscaping improvements on N Leadville Ave
- Hardscape and landscape improvements in the rear of the building along Trail Creek
- Materials proposed on exterior retaining and landscape walls
- Rooftop mechanical equipment
- Architectural features on each facade

The current application does not propose changes to:

- Total gross square feet of the building
- Approved building heights
- Approved building setbacks
- Number of hotel rooms
- Minimum parking requirements
- Locations of entrance to underground garage and service bay
- Location of front of the hotel on River St.
- Snowmelt of the intersection with River St. and Leadville, snowmelt sidewalks, and drainage improvements.
- Riparian Restoration Plan

Staff conducted an extensive analysis of the application materials and determined that the project remains in general conformance with the PUD/CUP approval and that an amendment to the PUD/CUP is not required, however, an amendment to the Design Review approval and Development Agreement are required. See Attachment $N$ for a full review of the project's conformance with the PUD/CUP. As such, the waivers granted for building height, setbacks, and FAR are not under scrutiny in this application and remain in full effect.

The Planning and Zoning Commission (the "Commission") and the City Council at the time determined that the design, architectural features, materials, layout of the building and the site,
and landscaping effectively mitigated the bulk, mass, and flatness of the building as to meet the design review criteria and justify the waivers granted for height, setbacks, and floor area ratio (FAR).

Today, the Commission is being asked to review the requested amendments to the Design Review application and determine if the proposed changes meet the design review criteria. Per the terms of the Development Agreement, the project is vested under the Ketchum Municipal Code and design review criteria in effect at the time of original approval in 2008.

Attachment O is a full review of the current application's conformance with the applicable 2008 Design Review Criteria. Below is an overview of requested changes to the design review application that staff believes may not meet the design review criteria. The report below also provides a highlevel overview of conformance with the PUD/CUP approval and proposed changes to the Development Agreement. Staff recommends the Commission review the proposed design changes and provide feedback to the applicant on ways to address staff's concerns.

## DEVELOPMENT REVIEW PROCESS

The City of Ketchum received the initial application materials for the amendment to the design review application on July 29, 2022. Upon staff's review of the information, staff deemed the application incomplete and requested additional information necessary to determine if a PUD/CUP amendment was required. Staff also notified the applicant that an amendment to the Development Agreement would be required based on the scope of the changes proposed. Staff received various pieces of information over the course of August, September, and October. Following comprehensive review of all materials received, staff deemed the application complete on November 17, 2022. Per the requirements of the settlement agreement, the application was scheduled for hearing with the Planning and Zoning Commission.

The Ketchum Municipal Code in effect in 2008 states that "Building corners for all proposed buildings and additions shall be staked on the site and all trees proposed to be removed shall be flagged at least one week prior to the Commission meeting. The applicant shall install story poles, or other approved method, at the maximum roof peaks of the proposed buildings as required by the administrator". The city received a request from the applicant to waive the requirement for staking and story poles as the current level of disturbance on the site and limited site access makes the task very difficult and there was a concern that placement of story poles on the perimeter of the excavated area would not accurately reflect the proposed application. This requirement is intended to help illustrate to the public and the Commissioners where a building is proposed and how tall it is. This is usually done through placement of ground-mounted wood or metal poles. For taller buildings, the city has also utilized balloons to illustrate building height.

As noted in the requirement above, placement of story poles, or other approved method, are as required by the Administrator. Upon review of the site conditions, staff agrees that installation of story poles or balloons would not accurately depict the proposed project better than the application materials provided for the project. Where the building footprint is located, the site is significantly excavated with a base elevation of more 43 feet below street level on the River Street side and 29 feet on the southwest corner of the building. Additionally, the area of excavation extends beyond the boundaries of the building footprint. Affixing story poles or balloons to the fence line would
provide an artificial representation of the building placement. Based on this review, staff recommends acceptance of the renderings and diagrams included in the Attachment B as an approved method for demonstrating the location and height of the proposed building.

Ketchum Municipal Code provides that "The Administrator may waive some submittal requirements if it is determined the information is not relevant to the design review". In regard to staking of building corners and flagging of trees, staff does not believe these actions are relevant to the design review. No trees that exist on the subject property today will be removed as all existing trees were identified and preserved as part of the 2008 approval. The applicant is making no changes to the proposed riparian restoration plan or tree preservation plan. As noted later in the staff report and in Attachments M and N , the applicant is not requesting any changes to the setbacks of the building approved with the 2008 CUP and therefore the approved location of the building is not under review with this design review amendment.

If the Commission believes additional information is necessary to fully evaluate the project's conformance with the design review criteria, that information can be requested of the applicant to be provided at a subsequent hearing.

## CONFORMANCE WITH DESIGN REVIEW CRITERIA

As noted above, staff has concerns regarding certain elements of the Design Review application and its conformance with the design review criteria. In general, staff has concerns regarding:

- Landscape Improvements along Hwy 75
- Retaining and Landscape Wall Size and Materials
- Pedestrian Access and Landscaping along Trail Creek
- Generator Location Adjacent to Residential Property
- Façade Changes to Architectural Features and Materials
- Rooftop Mechanical Equipment

The items listed above impact the project's conformance with design review criteria 2, 3, 9-11, 2627,29 and 31 as noted in Attachment 0 . Below is a review of each of these items for consideration and discussion by the commission.

Landscape Improvements along Hwy 75
As shown on Sheet A1.00 of Attachment D, the 2008 project proposed a significant amount of landscaping within the ITD right-of-way and on the subject property. The sidewalk along Hwy 75 was separated by a landscape buffer with trees and shrubs for the length of the subject property. There were also significant plantings along the southern portion of the building façade where the exposed height of the building increases as the grade of the property slopes toward Trail Creek. At the time of approval, the building façade was setback 41 feet from the edge of the highway at the southern end of the property.

Discussions related to improvements of State Highway 75 through the City of Ketchum have been ongoing for many years. During the review of the 2008 development on the subject property, the Idaho Transportation Department (ITD) knew that a widening of Hwy 75 adjacent to the property would be necessary at some point, however, studies and preliminary designs for that widening had not been conducted. Therefore, the project was designed using the existing lane configuration
including one north bound through lane and a left turn lane at River Street. The applicant requested a dedicated right turn lane onto River Street from Hwy 75, however, the city objected to a dedicated turn lane. The Findings for the PUD/CUP approval (Attachment G) included condition \#15 which outlined that a revised plan was to be brought back to the city council for review, in consultation with ITD, for a through lane.

Today, the city and ITD have been in extensive discussions regarding lane reconfiguration as the improvements to Hwy 75 are anticipated to begin construction in Spring 2025. Current preliminary plans from ITD show one northbound left turn lane at River St, one through lane, a dedicated bike lane, and 8 -foot sidewalk which narrows to 6 feet as it approaches the bridge across Trail Creek, which has limited width to accommodate all anticipated improvements. The current application has been revised to reflect the current configuration of Hwy 75 as shown on in Attachment B.

Although the reconfiguration of Hwy 75 is not within the Commission's purview under design review, the changes to the road configuration impacts the proposed landscaping along Hwy 75 that previously served to reduce the bulk and mass of the building. Additionally, the reconfiguration will mean the building will only be set back approximately 23 feet from the edge of the highway, a significant adjustment. Design review criteria \#26 states:
"Substantial landscaping is to be provided, which is in scale with the development and which provides relief from and screening of hard surfaces. Total building surface area and street frontage will be considered when determining whether substantial landscape is being provided. (Landscaping shall be defined as trees, shrubs, planters, hanging plants, ground cover and other living vegetation)."

Sheet L3.0 of Attachment B is the current application's proposed landscape plan. There are two areas of the landscape plan that have been altered along Hwy 75 , one a result of the lane reconfiguration and one a result of a patio expansion proposed by the applicant.

## Lane Reconfiguration

The lane reconfiguration primarily impacts the northern portion of the subject property. Impacts to landscaping include a reduction of total landscaping and the downsizing in the type and size of landscaping due to the reduced land area available for landscaping to thrive. As shown on the landscape plan, landscaping proposed on the northern portion of the subject property is reduced from trees and shrubs to a series of ornamental grasses adjacent to a board formed concrete wall with some landscape planters on the east side of the wall in the patio area adjacent to the ground level restaurant. A section drawing of this is shown on Sheet L4.0 labeled Section A. As shown, the concrete wall adjacent to the sidewalk at this portion of the property is approximately $4-5$ feet tall on the north end of the property and 11.5 ft on the south end of the wall next to the staircase. Although the wall and landscaping is somewhat a function of the lane reconfiguration, staff does not believe this final condition to be favorable to pedestrians and reduces the amount of screening of the wall and building provided. As further discussed below in the Gateway Plaza section of this report, the north end of the property is intended to be an open and welcoming plaza for the public. Not only does this landscape plan deter interaction with the public, but it minimizes necessary landscaping toward the south end of the wall critical for mitigating the height of the building and walls. Staff recommends the applicant reconfigure the Gateway Plaza area to minimize or eliminate the seat wall proposed, visually open the area to allow or adequate site distance and public
interaction, and evaluate a reconfiguration of the wall and staircase on the south end of the patio to allow for more landscaping.

## Patio Expansion

The landscaping along the southern portion of the subject property has been reduced due to the creation of private patios along Hwy 75 at Level 0. As shown on Sheets A1.00 and L-1 through L-3, the original approvals included a patio area adjacent to the meeting and event space which provided natural light into the pre-function areas of the hotel a small patio. As shown on Sheet L4.0, the current application has individual guestrooms with private patios in this location as the meeting rooms have been relocated to a different part of the hotel. The major change of note is the extent to which the patio area extends from the façade wall to the property line. In the 2008 approval, the patio for the meeting space extended about halfway from the building façade to the property line, allowing for a landscape buffer between the patio and the sidewalk. Today, the patios extend from the building façade all the way to the property line, eliminating the landscape buffer on the property.

Staff believes the landscape buffer in this area is critical to mitigate building height, bulk, and mass as it is located where the building height increases due to the slope of the property to Trail Creek. It also serves as further buffer from retaining walls and privacy walls currently proposed that are very tall and are made from board form concrete, which is a less desirable material choice for walls adjacent to public walkways as further discussed below in this report.

In conclusion, staff understands the challenges created by the expansion of Hwy 75. However, further consideration of the landscape plan along Hwy 75 is warranted particularly when the reduction in landscaping may result in less buffering or screening of the building and retaining/privacy walls.

## Retaining and Landscape Wall Size and Materials

The current application includes a variety of retaining walls, landscape walls, and screening fencing. The 2008 approval also included retaining, landscape and screening walls to address grade, provide landscaped areas, and screen equipment. As noted above, changes to the Hwy 75 side of the project are significant. Changes to the River St, N Leadville Ave, and Trail Creek sides of the project are less, however still notable.

As mentioned above in the section regarding landscaping of Hwy 75, significant changes to the retaining walls on this side of the building have occurred. In the original approval, as shown on Sheet A1.00 of Attachment D, there were two long retaining walls proposed within the ITD right-of-way that managed the grade change between the highway and the proposed sidewalk. With the lane reconfiguration, these retaining walls are no longer permitted, which means that the grade must be managed on the east side of the sidewalk, on the subject property. As shown in Attachment B, there is a series of retaining walls and staircases along the Hwy 75 side of the building. On the northern end of the property near the "Gateway Plaza", the northwest corner of the property, the retaining
wall is approximately 4-5 feet tall. Moving south, the retaining wall at the south end of the patio is approximately 11.5 feet tall buffered only by a narrow strip of ornamental grasses and shrubs.

Design review criteria \#10 states "Building walls exposed to the street shall be in scale with the pedestrian." Criteria \#2 states "The structure shall be compatible with the townscape and surrounding neighborhoods with respect to height, bulk, setbacks and relationship to the street." Staff does not believe this retaining wall along Hwy 75 meets the objectives of the design review criteria. A wall of that size is not in scale with pedestrians and does not create a suitable relationship to the street. As there is no landscape buffering of the patio or façade wall, the wall is a visual extension of the façade and will cause the building to feel large and imposing.

The River St side of the project includes two board formed concrete landscape walls at each end of the property with benches for visitors and guests to sit. Although these are desirable amenities for guests, the configuration of the space is more privatized than before and does not encourage public use of the space. Further discussion of these two spaces can be found in the Gateway Plaza and Architectural Features portion of the staff report below.

The retaining walls on $N$ Leadville Ave have improved since the original approval in 2008. As shown in Attachment B, the original approval showed a series of terraced retaining walls, 5 in total, for the length of the building façade starting just north of the garage entrance. The current application, as shown on Sheet L4.0 of Attachment B, has eliminated two of the terraced planters on the north end of the building façade to be replaced by landscaping. This change means an increased amount of landscaping and potentially a more pleasing pedestrian experience, however, there is a tradeoff with the increase of the building façade that will be exposed as the proposed landscaping is deciduous not coniferous and will only be lush during the spring and summer months. Staff has provided additional feedback on the façade wall and proposed landscaping in the Architectural Features section of this staff report below.

Due to grade of the site, the Trail Creek side of the building has tall, exposed portions of the building as the pool deck is elevated one story above the elevation of Trail Creek. This condition is not changing with the current application although the layout and orientation of uses has changes in this area. There is an additional set of stairs that breaks up a long façade wall, however, staff has concerns about the proximity of proposed uses to the adjacent property as noted later in this report.

As shown in the elevations on Sheets A3.01 through A3.04 in Attachment B, all walls are proposed as board formed concrete. As noted in numerous places in the Findings, the 2008 approval required that all retaining walls be wrapped in the same stone veneer as that on the principal building as to blend the walls in with the building. Design Review criteria \#8 states "There shall be continuity among accessory structures, fences, walls, and landscape features within the project". As noted in the Materials section of this report, staff believes a warmer color palette is more appropriate for this project. Board form concrete has a very cool color and texture which is not compatible with a warmer materials palette. Staff acknowledges that some of the more modern developments in the community core have utilized board formed concrete in the design, however, with varied success. Depending on the level of skill of the contractor completing the work, the concrete can look unfinished and degrade more quickly over time. The applicant represents that the board formed concrete is proposed to provide some variety in materials at the base of the building. Staff
recommends that the project wrap publicly visible walls along Hwy 75, River St, and N Leadville Ave with the same stone veneer as the building. Staff is supportive of use of the board formed concrete on the south side of the property facing Trail Creek as these areas are primarily visible to guests of the hotel and owners/guests of the condominium units.

## Gateway Plaza Area

The northwestern corner of the property is referred to as the Gateway Plaza and was a key element outlined in the Gateway Master Plan Design Guidelines in effect in 2008. As shown on Sheet A1.00 of Attachment D, the Gateway Plaza was integrated into the overall site design and provided an amenity not only for guests, but for the public. The sidewalk along Hwy 75 came along the building and led pedestrians directly into the plaza where a fountain/sculpture art installation was planned. There was a stone landscape wall to the west of the walkway with clear railings on top and a stone light feature at the corner. The northern portion of the plaza was open with no obstructions to access.

Design review criteria \#31 states "Pedestrian amenities are encouraged for all projects and shall be required for commercial uses. Amenities may include, but are not limited to benches and other seating, kiosks, telephone booths, bus shelters, trash receptacles, restrooms, fountains, art, etc. The use of "Ketchum Streetscape Standards" shall be encouraged". As proposed, shown on the civil plan set (sheets C1.0 and C1.1) and landscape plan (sheet L4.0) in Attachment B, the Gateway Plaza area is much more closed off and feels like more of an amenity for guests of the hotel and restaurant patrons than a Gateway Plaza feature for the public. Due to the lane reconfiguration, the sidewalk no longer directs pedestrians to the plaza, but runs north and connects to a crosswalk to the north or the sidewalk that turns right on River St. The plaza is bordered by board formed concrete seat walls, and landscaping which wraps around the north on the River St side of the plaza. The fountain/sculpture art feature has been replaced by a fire pit.

Staff believe the changes to the plaza area do not uphold the intent of the Gateway Plaza feature initially intended for this corner. The seat walls block off access to the plaza from the main pedestrian route and are not welcoming. Fire pits, although nice in the winter months, do not serve as an art attraction in the non-winter months and do not have the vertical appearance of a fountain or sculpture providing interest as people enter the City of Ketchum. Staff recommends the applicant evaluate a reconfiguration of this space to meet the initial goals and objectives of the Gateway Plaza as noted in the Findings, comprehensive plan, and Gateway Massing Study. Some items to consider would be the replacement of the seat walls with a wide stepped entrance to the plaza on the west side, similar to that of the Argyros, and removal of the fire pit for a more vertical art element that grounds the plaza and creates an appealing entrance to the City of Ketchum.

## Pedestrian Access and Landscaping along Trail Creek

The current application does not propose any changes to the riparian restoration plan or waterways design review approval from 2008, however, the application does include significant changes to improvements immediately adjacent to the riparian area. As shown on Sheet L-5 of Attachment D, the 2008 approval included a more natural interface between the riparian area and the elevated terrace and pool/jacuzzi deck with meandering pathways, plantings to reflect that of the riparian area, and a narrow pathway from the sidewalk on Hwy 75 to the staircase accessing the upper terrace on the west side of the terrace. The current application, shown on Sheet L4.0 of Attachment

B, shows an extensive paver terrace abutting the full length of the riparian area with the entrance to the upper terrace on the east side of the property adjacent to the new location of an enlarged jacuzzi. In discussions with the applicant, the purpose of this space is to provide areas for outdoor yoga or other programming.

Design criteria \#28 states "The preservation of existing significant trees, shrubs, and important landscape features (mapped in accordance with Site Design, Paragraph 1) shall be encouraged". Additionally, Waterways Design Review criteria states "Preservation of riparian vegetation and wildlife habitat, if any, along the stream bank and within the required minimum twenty five ( 25 foot setback or riparian zone." Staff acknowledges the applicant is not proposing any changes to the riparian restoration plan but has concerns related to the degradation of that plan over time with the proximity of the terrace proposed adjacent to the riparian setback. The initial approval took special care in focusing pedestrian access to the hotel and riparian area and creating a buffer between heavier traffic hotel uses and sensitive riparian areas.

Staff has concerns that the current application minimizes the buffer between uses and removes the additional protection of the riparian area. The proposed changes create the potential for additional social trails to develop by increasing the use of the area. Additionally, the previous design effectively directed pedestrians to the hotel quickly to encourage the use of the pool/jacuzzi deck and included a landscape buffer and gravel walking path between the residential duplex to the south and the hotel. The current application significantly reduces the landscape buffer between the riparian area with the proposed patio. Likewise, the new location and larger footprint of the jacuzzi eliminates the buffer between the hotel uses and the adjacent residential property.

Staff recommends the applicant revised the application to more closely match the original approval in 2008 by focusing pedestrian access from the Hwy 75 entrance to a hotel entrance on the west side, re-establish a buffer between the pedestrian walkway and riparian area, and setback the jacuzzi similar to the original approval to allow for a buffer between the jacuzzi and residential uses to the south.

## Generator Located Adjacent to Res Prop

Design review criteria \#20 states "Traffic shall flow safely within the project and onto adjacent streets. Traffic includes vehicle, bicycle, and pedestrian and equestrian use. Consideration shall be given to adequate site distances and proper signage". As shown in Attachment B, a generator is proposed on the east side rear of the building that was not included in the initial approval. The applicant has indicated this to be an emergency generator for the hotel with limitations on available locations. Staff has concerns regarding the location of the generator as it obstructs pedestrians exiting to N Leadville Ave during emergency situations. Additionally, the design review criteria stress the importance of substantial landscaping between uses. Although Sheet L3.0 in Attachment B shows landscaping on the south side of the generator, the landscaping is proposed off-site which is
not permitted. Landscaping to meet design review criteria must be accommodated on-site to be deemed acceptable.

Staff recommends the applicant evaluate an alternative location for the transformer that is not within a path of travel and provides adequate opportunity for screening if exterior to the building.

## Faccade Changes to Architectural Features and Materials

As noted earlier in the staff report, the current application proposes changes to architectural features and materials on each facade. Sheets A3.11 through A3.14 in Attachment B show a comparison between the 2008 approved building and the proposed building for each façade with all proposed materials for the current application on the following three sheets. Sheets A3.01A through A3.04A and Sheet A8.02 in Attachment D show the details of the materials proposed for the 2008 approved project. In general, architectural elements such as rooflines, balconies, columns, windows/doors, and accent elements have changed. For the materials, the 2008 approval included a soft materials palette in warm tones. The current application includes a blend of warm and cool tones for the Commission to provide feedback on.

Criteria \#11 states "The building walls shall provide undulation/relief thus reducing the appearance of bulk and flatness". Page 16 of the Findings emphasized that the primary features that served to reduce the appearance of bulk and flatness were the varying materials, recessed balconies, sliding wood screens, and step backs of facades at the upper floors.

Below is an overview of the changes to the overall materials proposed followed by changes to architectural features for the Commission's consideration. As noted earlier in this report, the key question here is do the materials and architectural changes to the building still serve the purpose of reducing the perceived height, bulk, mass, and flatness of the building while meeting the specifics of the design review criteria.

## Materials Changes

The 2008 Design Review criteria is very specific about exterior materials. Design review criteria \#17 states "Exterior siding materials shall be of natural wood or masonry origin or similar quality. Metal siding is discouraged in all zoning districts". Criteria \#3 states that "The project's materials, colors, and signing shall be compatible with the townscape, surrounding neighborhoods, and adjoining structures". The 2008 approval included cement plaster, metal panels, stone, and wood on all four facades. It is important to note that the final materials for the project were never confirmed, however, a general material and color palette was approved as noted in condition of approval \#15 in the Findings:
"A general material and color palette is approved, consisting of Cor-Ten steel or patina'd copper with a matte finished and in a warm color, cut moss rock similar to that presented at the hearing and plaster in a warm color to be determined. All specific materials and colors shall be reviewed and approved by the Commission prior to installation and prior to the issuance of any Certificates of Occupancy. The applicant shall provide an on-site, large scale
(minimum 80 square feet) materials mock up that will be portable and visible in sun and shade and at different times of day."

As demonstrated by the detailed nature of the condition, material choices were of specific focus for the Commission. The following materials changes are proposed with the current application:

- Observatory tower material changed from stone to metal paneling
- Balcony railings changed from wood to steel
- Metal paneling changed from a patina'd copper to a grey
- Stone changed from lighter beige/cream horizontal stacked stone veneer to darker grey blocky veneer
- Guestroom windows from soft colored wood framed to black metal framed
- Portion of River Street façade changed from plaster to metal paneling (left of main entrance on middle two floors)
- Removal of sliding wood louver screens on upper floors
- Extension of plaster further down the rear building façade (trail creek side) on the left side
- Increased stone veneer up the façade on the right side of the rear building facade
- Roof changed from standing seam metal roof with wood siding facia to heavy timber beams and rafters

For the stone veneer, metal panels, and wood siding, the applicant has provided options for the Commission to consider and provide feedback on as shown on sheets A3.21 through A3.23 of Attachment B. For the stone veneer, both options are of a cooler tone but have very different texture and blocking pattern. The metal panel and wood materials provided have a range of colors from grey tones to warmer browns that.

Further discussion of each material by façade is below in the architectural features section of the report. In general, staff believes that a warmer color palette is more appropriate for this site. As noted on page 11 of the Findings, many of the surrounding properties are characterized by similar material types but in warmer tones such as the Kentwood, S Leadville Townhomes, and the Leadville Residences that existed at the time of the original approval. Over the past few years, the community core has seen more modern buildings with cooler color palettes, and it is important that each hotel in Ketchum's Gateway are complementary but have their own identity. More specifically, the Limelight Hotel was completed and has a very similar material and color palette to the current application with a range of grey toned metal panels, stone veneer, wood siding, and metal windows/doors and railings. The Marriott Hotel, proposed for the property south of the Limelight Hotel, across from the subject property, is also a modern design but distinctly different in its design. The materials and color palette vary between significant warm wood elements and very dark accent materials which contrast well.

Additionally, staff believes the contrast between the proposed materials do not seem robust enough to effectively create the undulation and relief of the building façade the design review criteria strive for. The material and color palette of the original approval provided a much stronger contrast between façade elements, such as plaster vs. wood siding. This contrast enhances the undulation of the building façade and reduces the perceived flatness and bulk of the building. For instance, on the River Street façade, the original approval balanced the massing of the light-colored plaster elements with warm stone and wood elements in between. With the current materials proposed, there seems
to be little contrast between the grey metal paneling on the facade, metal paneling on the tower, grey stone, and grey wood which has a flattening effect on the building.

Staff acknowledges the applicant has provided some options for the Commission to choose from as it relates to the stone, wood, and metal panels. Staff recommends the soft color palette rather than the cooler tones proposed. Staff also recommends the applicant consider a stone veneer with a smaller stacked block in a warmer speckled color. Ultimately, the color palette should provide good contracts that adequately accentuates the architectural features of the building and reduces the perceived height, bulk, and mass of the building.

## Architectural Changes

The current application proposes changes to architectural features on all four facades of the building. Some changes are individual to the façade, yet some are changes are reflected throughout the design on multiple facades. For ease of understanding, the façade changes outlined below are organized by street frontage. If an architectural element is changed on more than one façade, the change is noted but only analyzed once.

River Street (North Elevation) - As shown on Sheet A3.11 of the current application, the proposed changes to the River St façade include:

- The plaster materials on the $2^{\text {nd }}$ and $3^{\text {rd }}$ floor façade element to the left of the main entrance has been changed to metal paneling
- The observatory tower material is changed to metal paneling from stone veneer
- All balconies on Level 2 and Level 3 except for the last two on each end of the building have been removed. Windows within the metal paneling portions of the building have Juliet balconies (flush with the wall and not operable).
- The portion of the façade between the plaster and metal paneling features now includes windows with no balconies that occupy the full width of the space rather than being framed by wood siding material
- Removal of the sliding wood louver screens on Level 4
- Addition of a window at level 5 of the observatory tower
- Ground floor windows and doors have shifted to concentrate storefront windows at the corners of the building
- Roof profiles, including the port cochere, have been altered to include heavy timber beams under the eaves
- Addition of roof overhangs on Level 4 above the patio and windows between the plaster and metal paneling façade features

Staff is supportive of some of the changes including the change of the plaster on Levels 2 and 3 to metal paneling, and the rearranging of windows and doors on the ground level. Staff is also supportive of removing the sliding wood screens, however there should be some other architectural element to soften the façade in their place. Staff is not supportive of the change of materials on the observatory tower, removal of the balconies, addition of roof overhangs, and expansion of windows on Levels 2 and 3.

As noted in design review criteria \#11, "Building walls shall provide undulation/relief thus reducing the appearance of bulk and flatness". Also, design review criteria \#2 states "The structure shall be
compatible with the townscape and surrounding neighborhoods with respect to height, bulk, setbacks, and relationship to the street." Although the setbacks of each level are not changing, staff believes that removal of the balconies and changes to windows on these levels will reduce the undulation and relief provided by the previously proposed balconies, windows and materials thereby increasing the perceived flatness of the building at the $2^{\text {nd }}$ and $3^{\text {rd }}$ levels. This is perhaps better illustrated in the floor plans for these two levels on Sheets A2.02 and A2.03 of Attachment B. Without the balconies, the building façade on the front is only differentiated by materials.

Additionally, the Design Review Findings (Attachment F) note that the original proposal had the appearance of multiple buildings rather than one building. Staff believes one of the architectural features that reinforced this appearance was the separated roof lines and segmentation of the building façade with contrasting materials. With the addition of roof overhangs, there is no longer an appearance of separate buildings as the River Street façade will appear to have one extended roofline. Likewise, the expansion of the windows on Levels 2 and 3 remove the segmented appearance of the façade and create the appearance of one long connected building.

Staff also has concerns related to the addition of the heavy timber beams under the roof overhangs. Heavy timber roof treatments are a staple feature of many mountain-modern structures such as luxury residences and hotels often used to accentuate grand entrances or other roof features. However, this project is located in an urban setting where architectural features should serve the purpose of accentuating the building without increasing the perceived size of the building. Staff has concerns that additional bulk on the roof form will make the building feel top heavy and accentuate the height of the building particularly from the pedestrian level. Not only do the roofs overhang the facades on all sides, but some of the roofs are also reverse slope which exposes a larger portion of the eaves. As shown on Sheet A2.06 in Attachment B, the roofs overhang each building façade.

Finally, staff is not supportive of the change in materials of the observatory tower and the addition of the window. The 2008 approval showed the observatory tower wrapped in stone with no window at the top. This served to de-emphasize the tower from the rest of the building. Staff has concerns that the material change and addition of the window will draw additional emphasize to the tower, highlight the height, which is not the objective of the design review criteria.

Staff recommends the applicant remove the additional roof overhangs, reintroduce the proposed balconies on Levels 2 and 3 of the building, and re-establish some of the segmenting of materials
between the primary plaster and metal paneling façade elements. Staff also recommends the applicant evaluate select areas for heavy timber application

N Leadville Ave (East Elevation) - As shown on Sheet A3.12 of the current application, the proposed changes to the N Leadville façade include:

- Removal of the sliding wood louver screens, a reduction in the window heights, and thicker horizontal band of wood siding above the windows on the rear half of the façade on Level 3
- Replacement of the stone above the garage and service entry doors with horizontal wood slats
- Relocation of the transformers from next to the garage door to the mid-point of the block and added windows and landscaping adjacent to the garage door
- On the ground level, eliminated the wrap around patio at the corner of River St and N Leadville Ave. Removed the railing, awning, and vertical columns.

Staff does not have concerns related to the Level 3 changes of the building and supports the relocation of the transformers as it breaks up the amount of hard screening along the sidewalk. Staff does have concerns about the wood slats above the garage and services doors and the changes to the façade near the River St end of the building.

Regarding the wood slats above the service doors, it appears the materials will be similar in color to the garage doors which creates the appearance of taller service doors to each area and increases the perceived height of that level from the street. Staff recommends the applicant continue the stone treatment above the garage doors rather than the proposed wood slats.

The portion of the façade closest to River Street in the current application lacks the same architectural depth as the original approval. The removal of the patio creates a flat blank cold wall with a more elongated height than before. Although the area in front of this façade section will be landscaped with deciduous trees, those trees will not have leaves in the winter and this portion of the façade appears very tall from the street level with no vertical undulation from the street level all the way to the top of Level 3 except for balconies. As noted in Attachment $G$, the approved setback for the façade on Leadville Ave is zero but currently shown as 5 feet. Although there is a positive tradeoff to setting the building back further, staff does not believe that tradeoff effectively mitigates the perceived bulk and mass of the building as intended in the design review criteria. Staff recommends the applicant evaluate options to reintroduce some horizontal elements and
undulation into this portion of the building and re-evaluate proposed landscaping treatment to provide something that will serve a screening purpose year round.

Hwy 75/Main St Façade (West Elevation) - As shown on Sheet A3.14 of the current application, the proposed changes to the Main St façade include:

- Removal of balconies on Level 1
- Replacement of balconies on the southern end of Levels 2 and 3 with Juliet balconies
- Removal of columns adjacent to the restaurant on the north end of the façade
- Removal of sliding louver screens and reduction in height of windows on Level 3, roof overhang replaced by thick banding of wood siding to match façade material
- Extension of roof overhangs on Level 3 and Level 4 further to the south
- Extension of Level 4 terrace further south
- Consolidation of the two middle metal paneling features into one continued façade feature

Staff is supportive of the removal of the sliding wood screens, however some other material treatment to soften that portion of the façade should be provided. Staff is not supportive of the other changes proposed for many of the same reasons noted above. These changes dramatically decrease the undulation of the building and create the appearance of one long building, rather than multiple buildings with dynamic features and use of materials.

Staff has significant concerns related to the extension of the roof overhangs on Levels 3 and 4 and the expansion of the terrace on Level 4. As outlined on page 11 of the Findings, the Commission found the original application in conformance with design review criteria related to bulk and mass in large part because of the step back of the roofs and façade at the third and fourth levels. Although the façade wall location is not being changed, extension of the roof overhangs creates a perception of the extension of the façade wall and does not achieve the objectives of the design review criteria.

Expansion of the Level 4 terrace shortens the depth of the reverse slope roof above Level 3 and extends the portion of grey wood siding further south with limited differentiation of materials or features. Particularly as the two separate metal paneling features in the center have been
consolidated into one feature. Staff does not believe the extension of the terrace meets the design review criteria objectives of reducing bulk and mass of the building.

Trail Creek Façade (South Elevation) - as shown on Sheet A3.13 in the current application, the proposed changes to the Trail Creek façade include:

- Extension of the plaster on the left side of the building further down
- Extension of the stone veneer on the right side of the building further up
- Consolidation of the two center plaster features into one plaster feature in the middle of the façade
- Addition of an upper-level deck on Level 1 (one level above the pool deck) with a change of façade materials underneath from metal paneling to stone
- Change of rooflines on left side Level 2 from a reverse slope roof to a flat parapet wall
- Change of roofline on Level 4 from a flat roof to a reverse slope roof
- Addition of a roof overhang in the middle of the façade on the top level
- Removal of vertical wood strut architectural elements at various points on the façade
- Addition of fenestration on the lower level for the spa
- Changes to the wall configuration and materials around the pool deck, jacuzzi, and adjacent staircases
- Removal of balconies on Level 1, Level 2, and removal of some and changes to some balcony configurations on Levels 3 and 4

Staff is not supportive of many of the proposed changes to this façade for similar reasons as mentioned above. Of special consideration are the changes to the proposed rooflines at Level 2 and Level 4. As shown on Sheet A3.13, the original approval included a flat roof above Level 4 and a reverse sloped roof above Level 2 . Staff believes the change to the Level 4 roof assists in reducing the perceived height of the building. However, the perceived height of the left side of the façade appears to increase with the flat roof above Level 2 and the extension of the plaster material further down on the façade. The original approval managed the height of this façade well by balancing roof profiles and materials, however, that balance has not remained with the proposed changes to that portion of the building.

Similar concerns exist with the proposed changes to the center portion of the façade. The 2008 approval emphasized the segmentation of the center façade elements on upper floors to lessen the perceived height of the building. Although the lower two levels had floor to ceiling windows on two floors, the upper two levels of the façade were broken up with undulation, balconies, and material changes. With the consolidation of the two plaster façade features into one, placement of larger windows, and the addition of the roof overhang in this section, the building appears taller than originally proposed. The removal of balconies and changes to configurations of balconies also creates a flatter appearance to the building that was not present in the original approval. Although these are interior elements to the courtyard, some of these features may be visible from surrounding properties and are important to address.

Finally, the addition of an upper-level deck above the pool and materials changes to the lower two levels of the facade adds some depth to the façade. The addition of the deck meets the criteria of the PUD/CUP approval and would not trigger an amendment to the PUD/CUP. The deck does not
count towards FAR calculations and the proposed deck does not encroach into the setback to Trail Creek as established by the PUD/CUP.

Staff recommends the applicant review the proposed façade changes and reconsider elements of the original approval to better manage the perceived bulk, height, and flatness of the proposed building.

## Elevator and Staircase Overrun

At the time of the 2008 design review approval, the final mechanical systems had not been designed. The elevations included in the project plans showed various perspectives of the rooftop mechanical equipment and portrayed the equipment to be minimal in scope compared to the observatory tower. However, the roof plan (Sheet A2.06) and building height analysis (Sheet A-1D) of Attachment D more accurately portrays the size and location of rooftop mechanical equipment in relation to the observatory tower and roof forms as anticipated in 2008. As noted in the Findings on page 14 , the elevator shaft and staircase near the observatory projected approximately 12 feet above the roof surface and was set back 44 feet on River Street, 36 feet from Main Street, and 130 feet from Leadville Ave.

Condition of approval \#17 indicates that the final rooftop mechanical equipment's relation to the roof forms and building height was to be evaluated by the Commission prior to building permit issuance. There were no limitations on the height of the mechanical equipment as members of the Commission felt that the equipment that exceeded the 58 -foot maximum building height was set back enough that it would not be visible from the street. Some Commissioners commented that equipment should not exceed the 58 -foot limit. Ultimately, the Commission crafted condition \#17 to allow for further review once the necessary mechanical equipment was understood.

Since the 2008 approval, the City of Ketchum has adopted the 2018 building codes, which have additional requirements for emergency access. Sheets A3.01 through A3.04 in Attachment B show elevations of the current application including proposed mechanical equipment heights. The now proposed mechanical equipment appears to be taller in height and includes an additional elevator shaft and staircase accessing the observatory deck and roof. A secondary access is a requirement of the new 2018 building code.

Per the conditions of approval, since no height was stipulated for the rooftop mechanical equipment, it is up to the discretion of the Commission to determine the acceptable height of these features. Staff believes the intent of the design review approval in 2008 was to allow for the equipment to exceed the 58 feet, but not the 75 -foot height of the observatory. Based on the information provided on Sheet A3.04 of Attachment B, the mechanical equipment is approximately 15 feet above the 58 -foot maximum building height plane. Just shy of the top of the observatory. Staff recommends the applicant further evaluate the mechanical systems proposed to identify ways to minimize the height of rooftop mechanical equipment.

## CONFORMANCE WITH PUD/CUP APPROVAL

As mentioned earlier in the staff report, staff has conducted an extensive review of the current application for conformance with the requirements of the PUD/CUP. Attachment $N$ is the detailed
staff analysis. In general, to demonstrate conformance with the PUD/CUP, an application must demonstrate the following:

1. The proposed project meets the definition of "Hotel" in place at the time of the 2008 approval (attached).
2. The proposed project provides, at a minimum, a total of 73 guestrooms or "hot beds" and six condominium units meeting the occupancy parameters of the hotel definition.
3. The total Gross Floor Area for the project does not exceed 149,325 SF.
4. Adequate parking for all proposed uses, per the ratios outlined in Table 4 of the Findings, can be provided on-site meeting all design and dimensional requirements in place at the time of the 2008 approval.
5. The proposed project must meet all dimensional standard waivers granted as outlined in Table 3 of the Findings.
6. The proposed project must demonstrate conformance with all 18 conditions of approval as outlined in the Findings.
7. The proposed project demonstrates that all special development objectives outlined in Table 10 of the Findings are still met.

As outlined in Attachment $N$, the current application meets the definition of hotel as applied at the time of the initial approval, provides the required number of hot beds and condominium units, does not exceed the gross floor area of the original approval, and provides adequate parking for all proposed uses. Additionally, the current application meets all dimensional standards and demonstrates conformance with all 18 conditions of approval. Finally, the project still provides all eight special development objectives as outlined in the Findings for the PUD/CUP.

As such, staff believes the current application is in conformance with the PUD/CUP and an amendment to the PUD/CUP is not required.

## DEVELOPMENT AGREEMENT AMENDMENT

An amendment to the Amended and Restated Development Agreement dated October 5, 2015 (Attachment H ) is required as there are changes to the proposed project as well as the timeline for construction. An application for an amendment to the development agreement was received on October 6, 2022. Following receipt of the application and review of the proposed design review changes, staff believes the draft Second Amendment to Amended and Restated Development Agreement (Attachment P) adequately addresses all conditions of approval of the PUD/CUP, provides clarity on process and deadlines for completion of the project, and reflects the current application as proposed.

Deadlines for completion of the project reflect the negotiated timeline outlined in the Settlement Agreement (Attachment L). Staff and the applicant have also added more detailed information on how the condominium rental program is to be created and administered to ensure full benefit to the Ketchum community reflecting the commitments made by the applicant during the original approval in 2008.

As of the date of this report, the applicant is in agreement with the proposed draft.

## STAFF RECOMMENDATION

Staff recommends the Commission review the staff report, attachments, presentations by staff and the applicant, and public testimony and provide comments to the applicant on ways to address staff's concerns or other concerns raised by the Commission. Staff recommends that following that feedback, the Commission continue the hearing on the Design Review and Development Agreement Amendment to a future date.

# City of Ketchum <br> Planning \& Building 

## Design Review Application

Pre-Application Fee Paid:
Design Review Fee Paid: By:

Please submit your completed application electronically to: planningandzoning@ketchumidaho.org

| APPLICANT INFORMATION |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: |
| Project Name: APPELLATION/SUN VALLEY |  | Phone: (650) 906-5636 |  |  |
| Owner: Harriman Ketchum Hotel, LLC |  | Mailing Address: | P.O. Box 84 |  |
| Email: jack@waypointsunvalley.com |  |  | Sun Valley, ID 83353 |  |
| Architect/Representative: John C. Davis, AIA |  | Phone: (415) 391-1080, Ext. 103 |  |  |
| Email: davis@hwiarchitects.com |  | Mailing Address: | Hornberger + Worstell, Inc. <br> 170 Maiden Lane, Suite 700, San Francisco, CA |  |
| Architect License Number: AR-985003 |  |  |  | 94108 |
| Engineer of Record: IMEG / Peter Monroe |  | Phone: (503) 274-1823 | (503) 274-1823 |  |
| Email: peter.d.monroe@imegcorp.com |  | Mailing Address: 1022 SW Salmon St., Suite 300 Portland, OR, 97205 |  |  |
| Engineer License Number: Idaho 7227 |  |  |  |  |
| Primary Contact Name and Phone Number: Jack Bariteau, Managing Member, (650) 906-5636 |  |  |  |  |
| PROJECT INFORMATION |  |  |  |  |
| Legal Land Description: Lot 2, Block 83, Ketchum Townsite |  | Street Address: 300 River St. East |  |  |
| Lot Area (Square Feet): 40,631 Sq. Ft. | Zoning District: | ourist (T) | RPK \#: |  |
| Overlay District: 区Floodplain | $\square$ Avalanche | $\square$ Mountain | $\square$ None |  |
| Type of Construction: 区New | $\square$ Addition | $\square$ Remodel | $\square$ Other |  |
| Anticipated Use: Hotel 79 Keys |  | Number of Residential Units: 12 Units |  |  |
| GROSS FLOOR AREA |  |  |  |  |
|  | Proposed |  | Existing |  |
| Basements | See Attached Table | Sq. Ft. |  | Sq. Ft. |
| $1^{\text {st }}$ Floor |  | Sq. Ft. |  | Sq. Ft. |
| $2^{\text {nd }}$ Floor |  | Sq. Ft. |  | Sq. Ft. |
| $3^{\text {rd }}$ Floor |  | Sq. Ft. |  | Sq. Ft. |
| Mezzanine |  | Sq. Ft. |  | Sq. Ft. |
| Total |  | 147,820 Sq. Ft. | N/A | Sq. Ft. |
| FLOOR AREA RATIO |  |  |  |  |
| Community Core: | Tourist: 0.5 (2.3 Permitted) |  | General Residential-High: |  |
| BUILDING COVERAGE/OPEN SPACE |  |  |  |  |
| Percent of Building Coverage: 56.0\% |  |  |  |  |
| DIMENSIONAL STANDARDS/PROPOSED SETBACKS |  |  |  |  |
| Building Height: 58' to Roof Plane (Maximum) |  |  |  |  |
|  |  |  |  |  |  |  |  |
| OfF STREET PARKING |  |  |  |  |
| Parking Spaces Provided: 109 Space | Curb Cut: | Sq. Ft. | 29\% River St.; 30\% Leadville |  |
| WATER SYSTEM |  |  |  |  |
| ( Municipal Service |  | $\square$ Ketchum Spring Water |  |  |

The Applicant agrees in the event of a dispute concerning the interpretation or enforcement of the Design Review Application in which the city of Ketchum is the prevailing party, to pay the reasonable attorney fees, including attorney fees on appeal and expenses of the city of Ketchum. I, the undersigned, certify that all information submitted with and upon this application form is true and accurate to the best of my knowledge and belief.

## DESIGN REVIEW APPLICATION CERTIFICATION OF COMPLETENESS

| Project Name：Appellation／Sun Valley | Reviewed by： |
| :--- | :--- |
| Date：July 29， 2022 Updated September 21，2022 Time： |  |

## REQUIRED DOCUMENTS（CHECK ALL THAT APPLY）：

区 Design review application form including project name，location，applicant，owner，project representatives and contact information．

X One（1）PDF electronic set of the complete application containing all requirements as listed below，plans appropriately scaled，shall be submitted．Electronic record of the materials and color sample board may be satisfied with photos．One（1）hardcopy set of scalable plans showing at a minimum the following：
$\boxtimes$ Vicinity map，to scale，showing the project location in relationship to neighboring buildings and the surrounding area．Note：a vicinity map must show location of adjacent buildings and structures．

【 Drainage plan（grading，catch basins，piping，and dry－wells）．
X Utilities plan（location and size of water and sewer mains and services，gas，electric，TV and phone）．
【 Site plan，to scale，showing proposed parking（including parking stall dimensions），loading，general circulation and snow storage．List square footage of subject property including lot dimensions．

X Landscape plan（existing landscaping on the site shown and adjacent right－of－way as retained， relocated or removed；proposed landscaping including species type，size and quantity）．

X Floor plan．List gross and net square footage for each floor．List occupancy classification and type of construction．

【 Detailed elevations of all sides of the proposed building and other exterior elements（colors， materials）．

X Exterior lighting plan，pursuant to chapter 17．132，showing location，height，type and lumen output；spec sheets for fixtures；illuminance levels／photometrics for exterior lighting．

区 Photometric analysis prepared by MH Companies（see city Right－of Way and Lighting Standards at https：／／www．ketchumidaho．org／sites／default／files／fileattachments／streets amp facilities／page／28 51／row standards－2022．pdf ）showing placement of street light fixtures and average and maximum footcandle illumination along the sidewalk adjacent to the project．
［ $\mathbb{Z}$ One（1） $11^{\prime \prime} \times 17^{\prime \prime}$ materials and colors sample board showing all exterior materials used on the façade of the structure．A digital copy may be sufficient as approved by the Administrator．

【 At least one week prior to the scheduled Commission meeting, on the site applicant shall stake the building corners for all proposed buildings and additions, all trees proposed to be removed shall be flagged and the applicant shall install story poles, or other height delineation method pre-approved by the Administrator, at the maximum roof peaks of the proposed buildings. Documentation of this work shall be provided to the project planner one week prior to the meeting. Failure by the applicant to perform this work one week prior to the Commission meeting shall result in a continuation of the project for consideration.

X For projects requiring pre-application design review, a model or computer simulation renderings, as described in subsection 17.96 .010 (C) of this chapter shall be required.

- For new multi-tenant buildings, a master signage plan shall be submitted.
- The Administrator may waive some submittal requirements if it is determined the information is not relevant to the design review.
- Other information as required by the Administrator or the Commission.
- Design review fee shall be submitted as described in section 17.96 .100 of this chapter.

STAFF COMMENTS:
$\qquad$

Memorandum<br>TO: Mr. Jack Bariteau/HH LLC<br>Suzanne Frick/City of Ketchum<br>Morgan Landers/City of Ketchum<br>FROM: John C. Davis<br>DATE: $\quad$ September 21, 2022<br>SUBJECT: Design Review Application<br>Response to City of Ketchum Letter of September 14, 2022<br>Appellation/Sun Valley Hotel<br>Ketchum, Idaho

The enclosed "Updated September 21, 2022 Design Review Application" Package is submitted in response to the comments outlined in the above-referenced letter. Following is our description of specific responses as pertains to the architectural items in the letter as they are addressed in the Package:

## Criteria 1: Definition of "Hotel"

Following the explanation in the City letter and in specific reference to both the 2008 Approved Hotel Definition and subsequently approved 2016 Determination Table, we have revised our hotel area calculations to match those approved criteria and methodology.

Reference the enclosed "Table 2.1.R1". This table supersedes the previous "Table 2.1" and mirrors the 2016 Determination Worksheet and the detail of those spaces included and not included in the "Hotel Area" and resultant consistent formula for arriving at permitted Non-Hotel Residential. The proposed Appellation Residential Square Footage remains within the permitted value.

The accompanying Table 2 and Table 3 have been updated accordingly and tracked with the compliance of the Project with other development parameters.

## Criteria 4: Parking

As was discussed in the September 15, 2022 meeting session, we believe we have eliminated the outlined parking issues as follows:

1) The "Bakery" space referred to is a cooking bakery, not a dining space, and not accessible to the public, thus no dining seating.
2) The "Retail/Spa/Office" subtotal square footage is comprised of:

| Retail/Adventure Store Level 1 | $1,000 \mathrm{SF}$ |
| :--- | ---: |
| Spa: Level P1 | $3,874 \mathrm{SF}$ |
| Office | $-0-$ |
| Total | $4,874 \mathrm{SF}$ |

There is no lease office space; the 4,874 SF total has been corrected in Table IV: Parking.
3) The parking calculations do account for the total Residential Area since the lock-off rooms are included in the total area of 25,604 SF; at Table 2 and on Drawing Sheets A2.03 and A2.04, this has been clarified.
4) We have resolved the parking and drive aisle issues by getting rid of the five "valet" spaces altogether as follows:

- On Sheet A2.08, we have added 4 stacker parking spaces by relocating the mechanical equipment that was indicated in that space.
- The SF area for Conference Space has been corrected in Table IV from 3,926 to $3,715 \mathrm{SF}$. The parking requirement is adjusted down from 110 spaces to 109 ; thus eliminating the fifth valet space.
- As a result, all drive aisles are unobstructed and are 24 ' clear minimum, as indicated.


## Condition \#14:

Although it is unclear in the wording of Condition \#14 about how the setback for the southern-most Penthouse is determined, we have responded as follows:

1) Included in this package is a new Sheet A2.06, Roof Setbacks Plan for reference. This sheet shows:

- The southernmost Penthouse exterior wall is set back 10'-0" from the property line (confirmed in our most recent drawing set).
- As requested, this plan shows diagrammatically, the outline of the Roof Plan, the building property lines, required setback lines, and outline of the building footprint. The roof eaves are all within the 3 foot overhang requirement, as indicated.

Although not specifically documented in 2008, the southernmost unit setback was shown to be approximately 7 feet, so the current layout, pushed back to 10 feet, we believe addresses this condition.

## Other Comments

1) Site Open Area. Sheet A. 01 has been revised to eliminate just the pool surface areas from open space, resulting in a revised Net Open Space of 35.8\%. Table 3 has been updated accordingly.
2) At Morgan's request, on Sheet A2.OA, we have separated out square footage for the Pre-function space ( 1,676 SF) from the Circulation Areas, as indicated.
3) Please note also, as requested, the Elevation Sheets and Renderings have been revised to add balcony railings at essentially all of the guestrooms; for further design review.

John C. Davis, AIA, NCARB
Executive Vice President
cc: M. Hornberger/HWI
14695.1.2.1/2.1

## Memorandum

TO: Mr. Jack Bariteau/HH LLC
Suzanne Frick/City of Ketchum
Morgan Landers/City of Ketchum

FROM: John C. Davis

DATE: July 29, 2022
Updated August 4, 2022
Updated August 8, 2022
Updated August 18, 2022
Updated August 30, 2022
Updated September 21, 2022

SUBJECT: Design Review Application
Attachments to Application Information
Appellation/Sun Valley Hotel
Ketchum, Idaho
I. Building Gross Floor Area Summary Comparison to Approved

| Design Requirement Element | Description | 2022 <br> Proposed Appellation Hotel * | 2008 Development Agreement | 2016 <br> Approved Permit Documents |
| :---: | :---: | :---: | :---: | :---: |
| P3/P2 Level | Underground Parking | 26,165 sf | 23,575 sf | 26,373 sf |
| P1 level | Underground Parking; BOH: Hotel Support, Spa | 25,934 sf | 27,700 sf | 25,014 sf |
| Basements Subtotal |  | 52,099 sf | 51, 275 sf | 51,387 sf |
| OO level | Meeting Rooms \& Support; Kitchens; BOH; Guestrooms | 21,963 sf | 20,900 sf | 21,444 sf |
| Ground Floor | Guestrooms: Reception Lobby; Dining, Kitchens; BOH; Retail | 20,403 sf | 21,650 sf | 21,156 sf |
| $2^{\text {nd }}$ Floor | Guestrooms | 20,093 sf | 20,800 sf | 20,665 sf |
| 3rd Floor | Guestrooms; Residential Units; Lock-Off Keys | 18,709 sf | 19,890 sf | 18,514 sf |
| $4^{\text {th }}$ Floor | Residential Units; LockOff Keys | 13,677 sf | 14,260 sf | 14,463 sf |
| Roof | Observatory | 876 sf | 550 sf | 1,600 sf |
| Hotel Gross |  | 95,721 | 98,050 | 97,842 |
| Totals |  | 147,820 sf | 149,325 sf | 149,229 sf |

*Refer to Drawing AO.O for Floor Area Calculations

Appellation/Sun Valley Hotel, Ketchum, Idaho

TABLE 2: HOTEL MATRIX/APPELLATION HOTEL

| APPELLATION HOTEL PROPOSED |  |  |
| :--- | :---: | ---: |
| HOTEL CONFIGURATION | UNITS | SQUARE FEET |
| Guest Rooms/ SqFt | 73 | 32,148 |
| Residence "Lock-Off" Keys | 6 | See below |
| Hotel Key Room Count <br> Hotel Bed Count | 79 |  |
| Residence Units/ SqFt | 82 | 25,604 |
| BOH Circulation; Support; 1 <br> Interior Public Spaces | 12 | 28,980 |
| TOTAL HOTEL SQ. FT. |  | 86,732 |
| RESIDENTIAL CONFIGURATION | 12 | 22,849 |
| Residential Condominiums <br> (Non-Hotel Residential) | 6 | 2,755 |
| Residence Lock-Off Rooms |  | 25,604 |
| Net Residential Sq. Ft. |  | 28,911 |
| Permitted Non-Hotel Residential (Hotel <br> Sq. Ft. / .75 - Hotel Sq. Ft.) |  |  |
| OVER/(UNDER) |  |  |


| 2008 DEVELOPMENT AGREEMENT |  |  |
| :--- | :---: | :---: |
| HOTEL CONFIGURATION | UNITS | SQUARE FEET |
| Guest Rooms | 73 |  |
| SqFt |  | 45,844 |
| Condominium Units | 6 |  |
| SqFt |  | 11,770 |
| Hotel Key Count | 82 |  |
| Hotel Bed Count |  | 25,626 |
| BOH Circulation Support <br> and Interior Public Spaces (SqFt) |  |  |
| TTL HOTEL SqFt |  | 14,260 |
| RESIDENTIAL CONFIGURATION |  | $(2,424)$ |
| Residential Condominiums |  | 11,700 |
| (Non-Hotel Residential) |  | 27,747 |
| Less 17\% Circulation |  |  |
| Net Residential Sq. Ft. |  |  |
| Permitted Non-Hotel residential <br> (Hotel Sq Ft/ .75 - Hotel Sq Ft |  |  |
| OVER/(UNDER) |  |  |

Footnotes: ${ }^{1}$ See floor plans for areas of individual spaces included; BOH includes operations spaces; support includes kitchens, housekeeping, storage for hotel uses.
III. Conditional Use Permit Parameters for Appellation and Comparison to Approved CUP

| Design Requirement Element | 2022 Proposed Appellation Hotel | $2008$ <br> Development Agreement | 2016 Approved Permit Documents |
| :---: | :---: | :---: | :---: |
| Height/Bulk | 58 ft to Roof Plane 75 ft to Top of Observatory | 58 ft to Roof Plane 75 ft to Top of Observatory | (Unchanged) <br> (Unchanged) |
| Gross Building Area | 147,820 sf | 149,325 sf | 149,229 sf |
| Guestroom Keys | 73 | 73 | 65 |
| Condominium Residences | 12 | 6 | 14 |
| Condo Lock-Off Hotel Key Units | 6 | 6 | 14 |
| Total Hotel Keys | 79 | 79 | 79 |
| Allowable <br> Residential Sq. Ft. | 28,911 | 27,747 | 27,462 |
| Proposed <br> Residential Sq. Ft. | 25,604 | 11,700 | 27,047 |
| Parking Spaces | 109 | 97 | 108 |
| Setbacks: River St. | 3 ft | $\begin{array}{r} 3 \mathrm{ft} \\ \text { (Permitted) } \end{array}$ | 3 ft |
| Rear (Trail Creek) | 9 ft | $\begin{array}{r} 9 \mathrm{ft} \\ \text { (Permitted) } \end{array}$ | 9 ft |
| Leadville Ave. | 5 ft | 0 ft | 3 ft |
| Highway 75 | 11 ft to columns 12 ft to walls (tbd) | 11 ft to columns 15 ft to walls 41 ft to road | $\begin{array}{r} 9 \mathrm{ft} \\ 13 \mathrm{ft} \\ 39 \mathrm{ft} \end{array}$ |
| Riparian | 25 ft min . | 25 ft min . | 25 ft min. |
| Site Open Space: <br> 30\% (Net) | 35.8\% | $\begin{array}{r} 30.08 \% \\ \text { (Approved) } \end{array}$ | 30.1\% |
| Floor Area Ratio | 2.33 | 2.4 | 2.4 |
| Curb Cuts <br> River St. 30\% | 29.0\% | 29.0\% | 29.0\% |
| Leadville: 35\% | 30.0\% | 29.5\% | 27.6\% |

IV. Parking Requirement Table: Appellation Hotel (Valet Parking)

| APPELLATION HOTEL PROPOSED |  |  |
| :---: | :---: | :---: |
| Use | Requirement | \# Spaces Required |
| Hotel | . 66 Spaces Per Room $\times 73$ Rooms | 48.18 |
| Condominiums and Residential Guest Space | 1 Space per 1,500 NSF ( $\times 25,604$ ) <br> 1 Guest Space per 4 Units ( x 12) | 17.0 3.0 |
| Conference Facilities | 1 Space per 200 sf Seating Area ( $\mathrm{x} 3,715 \mathrm{sf}$ ) | 18.75 |
| Retail/Spa/Office | 1 Space per 600 sf of NSF (x 4,874) | 8.1 |
| Restaurant | 1 Space per 200 sf of Seating Area (x 2,668 sf) | 13.34 |
| Total required Parking/Appellation |  | 108.37 <br> Spaces |
| Total Provided | 105 Structured/Valet Plus 4 Street Spaces | $109$ <br> Spaces |

Parking Comparison:

| 2008 DEVELOPMENT AGREEMENT |  |  |
| :---: | :---: | :---: |
| Use | Requirement | \# Spaces <br> Required |
| Hotel | . 66 Spaces Per Room $\times 73$ Rooms | 48.18 |
| Condominiums and Residential Guest Space | 1 Space per 1,500 NSF (x 11,770) <br> 1 Guest Space per 4 Units ( $\times 6$ ) | $\begin{aligned} & 7.84 \\ & 1.50 \end{aligned}$ |
| Conference Facilities | 1 Space per 200 sf Seating Area ( $x$ 3,270 sf) | 16.35 |
| Retail/Spa/Office | 1 Space per 600 sf of NSF ( $\times 3,715$ sf) | 6.19 |
| Restaurant | 1 Space per 200 sf of Seating Area (x 3,390 sf) | 16.95 |
| Total required Parking/2008 |  | 97.01 <br> Spaces |
| Total Provided | 93 Structured/Valet Plus 4 Street Spaces | 97 Spaces |

John C. Davis, AIA, NCARB
Executive Vice President
cc: M. Hornberger/HWI
14695.1.2.1/2.1
$\underset{\text { Ketchum, Idaho }}{\text { APPELLATION HOTEL }}$
Ketchum, Idaho

| Updated to Conform to "2016 Determination" Standards September 19, 2022 |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Use |  |  | SF toward |  |  |
|  |  | Square Footage | Hotel SF Uses | Guestrooms | Residential SF |
| P2/P3 |  |  |  |  |  |
| Parking |  | 18,300 | - |  |  |
| Circulation |  | 740 | - |  |  |
| BOH |  | 550 | 550 |  |  |
| Mechanical |  | 2,479 | - |  |  |
| Support/Service |  | 479 | - |  |  |
| Owner Storage |  | 1,392 | - |  |  |
|  | Total |  | 550 |  |  |
| P1 |  |  |  |  |  |
| Parking |  | 12,555 | - |  |  |
| Circulation |  | 1,936 | - |  |  |
| BOH |  | 3,698 | 3,698 |  |  |
| Service |  | 1,179 | 1,179 |  |  |
| Mechanical |  | 1,051 | - |  |  |
| SPA/Fitness |  | 3,874 | 3,874 |  |  |
|  | Total |  | 8,751 |  |  |
| Level (00) |  |  |  |  |  |
| Banquet Room |  | 2,683 | 2,683 |  |  |
| Meeting Rooms |  | 1,032 | 1,032 |  |  |
| Bathrooms |  | 535 | 535 |  |  |
| Prefunction |  | 1,676 | 1,676 |  |  |
| Housekeeping |  | 70 | 70 |  |  |
| BOH |  | 1,907 | 1,907 |  |  |
| Kitchens |  | 3,075 | 3,075 |  |  |
| Circulation |  | 2,377 | - |  |  |
| Guestrooms |  |  |  | 5,164 |  |
|  | Total |  | 10,978 |  |  |
| Level 1 |  |  |  |  |  |
| Restaurant |  | 2,668 | 2,668 |  |  |
| Kitchen |  | 1,121 | 1,121 |  |  |
| Retail |  | 1,000 | 1,000 |  |  |
| Bathrooms |  | 387 | - |  |  |
| Circulation |  | 2,163 | - |  |  |
| BOH/Front Office |  | 552 | 552 |  |  |
| Lobby/Living Room |  | 2,704 | 2,704 |  |  |

$\underset{\text { Ketchum, Idaho }}{\text { APPELLATION HOTEL }}$

| 2022 Hotel Square Footage Table 2.1.R1 <br> Updated to Conform to "2016 Determination" Standards September 19, 2022 |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: |
| Use | Square Footage | SF toward Hotel SF Uses | Guestrooms | Residential SF |
| P2/P3 |  |  |  |  |
| Bar/Bakery | 656 | 656 |  |  |
| Front Desk | (Included) | - |  |  |
| Guestrooms |  |  | 7,832 |  |
| Total |  | 8,701 |  |  |
| Level 2 |  |  |  |  |
| Guestrooms |  |  | 16,509 |  |
| Circulation | 2,626 | - |  |  |
| Housekeeping | 148 | - |  |  |
| Level 3 |  |  |  |  |
| Guestrooms |  |  | 2,643 |  |
| Circulation | 1,793 | - |  |  |
| Housekeeping | 152 | - |  |  |
| Residences Lock-Off Rooms |  |  |  | 2,337 |
| Residences (Non-Hotel) |  |  |  | 10,930 |
| Level 4 |  |  |  |  |
| Residences Lock-Off Rooms |  |  |  | 418 |
| Residences (Non-Hotel) |  |  |  | 11,919 |
| totals |  | 28,980 | 32,148 | 25,604 |
| total hotel square footage |  |  |  | 86,732 |

## Architectural Design Review Submittal - Appellation Sun Valley Hotel and Residences

## Narrative Summary - Supplemental Document to Design Review Application - July 28, 2022; Updated August 11, 2022; Updated August 18, 2022; Updated November 14, 2022

1. Building Floor Area and Comparison Summary Table Document: An updated comparative table document divided into three sections, prepared by the Project Architect, Hornberger + Worstell AIA, and originally dated July 13, 2022 has been subsequently updated on July 29th; August 4, 2022; August 8, 2022; August 18, 2022; August 30, 2022 and September 21, 2022. The Summary Table Document provides three columns of information on the square footage of each floor of the building. The column headings are labeled "2022 Proposed Appellation Hotel"; "2008 Development Agreement" and "2016 Approved Permit Documents". The document is supported by accompanying floor plans for the building as currently designed and updated from the 2016 building permit set. The 2016 column is important for reference purposes as the 2022 plans have continued to develop from the 2016 baseline drawings at all levels of overall building including final overall structural engineering which is nearly $100 \%$ complete; mechanical, electrical, plumbing, heating and cooling design; window systems; restaurant and banquet kitchen layout, ventilation/exhaust systems and equipment specifications that have advanced as is typical of projects of this size and complexity, well beyond the 2008 general Design Review drawings that were approved by the 2008 Development Agreement and the 2016 building permit under which construction commenced.

The revised Table document as most recently updated September 21, 2022 illustrates each floor level Gross Floor Area for comparison purposes from the P3/P2 underground parking level, then upward to the Fourth Floor Roof where the Observatory, small roof exterior deck and elevator foyer access and ingress and egress stairs are located. The plan at this level also clearly shows the code required life safety access walkway that connects the west and east elevator cores together as a requirement of the 2016 building permit conditions of approval received from the City prior to issuance of the building permit on July 6, 2016.

Upon further review of the floor plans as originally submitted with the August 8, 2022 update Submittal, Table 2.1, John Davis, the Appellation management team, Mark de Reus of de Reus Architects (de Reus is the interior architect for the condominium Residences on the top or third and fourth floors of the hotel) and I went through the circulation areas that are color coded in yellow on the P2/P3, P1 and $3^{\text {rd }}$ and $4^{\text {th }}$ floor levels as you had requested and it has been reconfirmed that all of the yellow colored areas were correctly tabulated and included in the overall Circulation column on Table 2.1. These circulation areas are essential to hotel operations including room service delivery and pickup, housekeeping, cleaning and maintenance, recycling and guest room
and residence and lock-off trash removal to the trash compactor and garbage bins located within the loading dock areas, luggage and package delivery, catering services to the hotel rooms, lobby areas, vertical elevator service and access to all levels, restaurant and bar, café and bakery, penthouse residences and for the movement of the hotel staff throughout the hotel. Each for sale residence within the hotel all have within their ownership purchase, the rights to access all hotel amenities and be provided with the same hotel services as regular hotel guests. These future condominium penthouse owners are granted these services and accessibility rights and each condominium penthouse purchaser and future owns have the voluntary right to elect to contractually place their residences into the hotel rental pool program including those penthouses that have "lock-off" hotel rooms within their condominium area of ownership. Table 2: HOTEL MATRIX/APPELLATION HOTEL has been updated to reflect this circulation calculation on these floor levels being included in the Back Of House (BOH) Circulation; Support; Interior Spaces line item under HOTEL CONFIGURATION Total Hotel Area now totaling 86,732 square feet. 86,372 square feet divided by $75 \%$ permitted by ordinance equals 115,643 square feet rounded. Net Permitted Non-Hotel and Residence Lock-Off Rooms are thus permitted to $25 \%$ of 115,643 or 28,911 square feet rounded. Total Net Residential Square Feet now shown in plan equals 25,604 square feet or 3,307 square feet less than the permitted amount. Our ownership paid affordable in lieu housing fees for 27,747 square net residential square feet as determined by the City of Ketchum (as permitted in the 2008 Development Agreement and adopted Findings Facts) in the amount of \$1,072,000 along with building permit and building impact fees in September, 2016.

The hotel will have 73 hotel rooms of various sizes and types plus 6 "lock off" rooms as agreed to by City Planning staff contained within 6 of the 12 residential units or 1 "lock-off" hotel room per each of the 6 residences as shown on the updated submittal Design Review application drawing package that will be delivered to the City in final floor plans on September 21, 2022. Each "lock off" hotel room can be voluntarily made available for separate guest rental through the hotel's management operator as part of the overall hotel rental pool program when not in use by each future residence owner at each condominium penthouse owner's voluntary election. Each condominium penthouse residence owner may also place their entire residence into the hotel rental pool program on a voluntary basis but only through Appellation Hotels as the exclusive hotel management operator and its through associated authorized marketing or booking agencies. No third party or outside rental agencies (VBRO, AirBNB, etc.) are permitted to rent or lease the respective condominium penthouses within the hotel, if the owner of said condominium penthouse unit voluntarily elects in the hotel rental pool program offered by Appellation Hotels or a successor hotel management entity. The terms and conditions of the Reservation and Purchase and Sale Agreement by which Harriman Ketchum Hotel, LLC'S ownership will enter into contracts of sale and the close of the purchases of the condominium penthouse residences will restrict any third party or outside rental agency or entity. The CCR's for the hotel and residence development will specifically include language enforcing this hotel management rental
program restriction.

The Current Plan Set architectural plan dated September 21, 2022 set will provide the the basis for preparation of the Preliminary Plat by Galena Engineering for review and approval by the City. While you and Suzanne informed us of the change in City policy requiring submission of the development's Preliminary Plat, Galena Engineering cannot commence
its work on the Preliminary Plat until we have received a Staff Report Recommendation to the Planning Commission that the revised floor plans now meet the standards of the 2008 Development Agreement Findings of Facts that acknowledge that the hotel meets the requirements of 73 guest rooms and 6 "lock-off" rooms as demonstrated on Design Review Application Memorandum a updated to September 21, 2022. We are prepared to authorize Galena Engineering to being preparation of the Preliminary Plat and instruct Ed Lawson's office to finalize the draft CC\&R's.

Overview: Very little differences exist between each line item within the comparative columns across the range of time from 2008 to 2022 and to the Design Review submittal package submittal now provided to the City with this application. The table demonstrates that the overall building design and conformity to the 2008 Design Review approvals; the building permit construction plans and original Findings of Facts dated September 15, 2008 adheres for the most part to the original 2008 Design Review and 2016 Building Permit drawing set from which construction commenced. The gross floor area of the building approved in 2008 was permitted to not exceed 149,325 gross square feet. The overall building as determined by the Project Architect is now smaller in area 147,820 gross square feet or 1505 square feet less than the maximum allowable. The perimeter footprint of the building has not changed other than for minor relocation of primary main entrance doors into the building along River Street in various and in particular at the hotel's main lobby and reception entrance and separate restaurant and bar entry. These points of entry have been relocated to reflect the interior floor plan and overall aesthetics of the main hotel lobby layout now in full interior design by EDG Design, the interior architect selected by our ownership and Appellation Hotels, the management company that has been retained to operate and manage the hotel and residences on a long term contractual basis.

2022 Hotel Square Footage Table 2.1R.1: This Table was added at your request originally during our Zoom meeting on August $1^{\text {st }}$ as no information has been found in the planning records of how this area was originally calculated in the Findings of Fact for the 2008. This Table is now updated and attached to the Updated September 21, 2022 Memorandum from John David, Project Architect and Principal at Hornberger + Worstell, AIA. Building Setbacks are maintained as per the prior 2008 approvals and 2016 building Permit and the most current Design Review Application and Table attachment.

Architectural material finishes are proposed for change in certain areas of the building's
exterior to strengthen the design vision as it has evolved over time. This is a normal advancement of the plan set as we integrate the hotel interior plans into the building's structural envelope and the entire architectural and engineering team moves through the final construction design development and constructability process. Various consultant teams have been onboarded to restart and complete their required design work including a fulltime Construction Manager, Ken Springer, principal of Terrain Hospitality. Mr. Springer has extensive hotel construction management experience and has worked with Hornberger + Worstell, AIA in the past on several luxury hotel projects. Please note that we have taken your design suggestions on the original submitted updated elevation set and found a constructability solution to add back on the original exterior balconies to the building façade and provided you with several perspective renderings. Physical material samples are also being collected and we are working to have these to your department prior to Thanksgiving.
2. Civil Engineering and Landscape Drawings: The significant change here to the 2008 Landscape Plan prepared by Rob King is the final ITD road design for Highway 75. This new roadway design which we understand to have been finalized and agreed to by ITD and the City impacts the original design for our landscaping and public improvements along Highway 75 and within the ITD right of way adjacent to our western property boundary. The new civil and landscaping plans for this frontage. The impacts include the River Street southeast corner as it intersects River Street that we are slated to build to accommodate the ITD updated plans. Building setbacks from Highway 75 have thus been effected by a loss of landscape area between the east edge of the 6 foot public sidewalk abutting Highway 75. Rob King of Landwork Studio has compared the impact to the Exhibit " $A$ " plan attached to the ROW Encroachment Agreement with the City and our property line. The estimated changes from Exhibit " $A$ " to the new ITD road width design are as follows:

## Exhibit "A"(Original 2008 Plan)

- North End $=6.5$ feet
- Middle $=8$ feet
- South End = 23 feet


## Civil Engineering Plans as Submitted to Reflect ITD New Road Section (2022)

- North End $=4$ feet
- $\quad$ Middle $=5$ feet
- South End = 20 feet

This change in the ITD highway plan has thus impacted the 2008 Design Review drawings and 2016 building permit set setbacks from 41 feet from the south end corner of the building's west wing to 23 feet resulting in a loss of 18 of the 41 feet of previously available landscaped and exterior enclosed hotel room exterior terrace areas between
the east edge of the new ITD through traffic lane that has been added by ITD to begin to the north of the proposed replacement Trail Creek bridge. Rob King visited with me yesterday afternoon about this setback change and impact to the landscape plan as originally approved in 2008. Rob expressed the City's desire to see how we can offset this reduction in landscaping area created by the new ITD roadway design. The highway has shifted eastward, as the City is aware, and eliminates the prior approved right turn stacking lane and the landscaping that would have provided a far more generous landscaped area as shown on the 2008 landscape plan.

Our ownership is certainly willing to entertain conceptually with Staff how this can be accomplished. I have instructed Rob King and John Davis to see if we can pull the architectural board formed exterior retaining wall, now in plan and within our property line inward towards the building to increase the landscape area as currently illustrated on the Landscape Plan (Sheet L 3.0) as provided within the prior Design Review application submittal package. At Rob's suggestion, he is also reviewing the terrace and landscaping area between the south end of the hotel and the riparian setback boundary line to reduce hardscape and add in additional landscaping while further requesting ITD to permit Rob King to extend the landscaping further southward into the land area that is being quit claimed by the City to ITD along the eastern portion of Highway 75 starting just below River Street to where it intercepts the bank above Trail Creek, providing further screening of the hotel's west wing, south facing façade. Galena has diagrammatically illustrated this area in red in a separate PDF that will be sent under separate cover by email.

The improvements to be built within the City of Ketchum public right of way remain essentially unchanged on Leadville Avenue and include locations determined by Idaho Power for the building's main transformer and other utilities respective utility service requirements. The primary entrance and exit for the underground garage remains in its original location as does the in-building loading dock. Required building code emergency second points of ingress and egress are shown on the plans to have been added on the southeast corner of the pool terrace leading hotel patrons out to safety to Leadville Avenue via additional stairs and out to Leadville Avenue on our property and the La Res condominium building driveway that encroaches onto our property. A required emergency stair also has been added from the pool terrace to the left of the thermal pool to provide emergency access to the terrace below and then southwest along the terrace outside the spa and fitness room and adjacent to the riparian setback area. This stair access has dictated a change in the thermal pool design as originally shown in the 2008 site plan. Galena Engineering has informed me they expect to finish the ITD Encroachment Application and Submission on our ownership's behalf by Jeff Loomis is scheduled for the end of next week so please let me know if we should include this entire area in our landscaping plans and encroachment request.

Rob has indicated that in his meeting with you that the physical improvements now shown on the civil and landscape plan are in concert with the ROW Encroachment

Agreement Exhibit " $A$ " for River Street. We have enhanced the west and east ends of this ROW area by adding a landscape planter on the northwest corner and now placed it that sits fully inside of the west ROW line abutting the ITD ROW. The planter's west facing façade would be framed by the architectural board formed wall that extends around and onto River Street to encompass this public area outside of the hotel's restaurant and bar area. We note that the City Street light location on the plan is inboard of the sidewalk that wraps around this wall. We would propose that the street light be moved closer to the street if possible and be approved at a lower height of 15 feet. A similar request would be made for the street light at the corner of Leadville and River. This request is made to lessen the impact of light trespass outside of the second floor guest rooms and enhance the guest experience in these areas. We are also continuing our discussions with Charles and Carolyn Coiner and Penelope Murray, on landscaping improvements and screening at their respective property lines along Leadville Avenue. I have prepared a working letter of understanding draft for their review on various design options on the east side of Leadville as their properties abutting the City' right of way. Rob King is awaiting the survey from Galena Engineering to commence his conceptual landscaping design work for the Coiner's and Ms. Murray's review.
3. Architectural Elevation Changes and Material Finish Changes: The submittal package provided by Hornberger + Worstell, AIA, reflects continuity in the use of materials originally contemplated in the 2008 Design Review submittal and Findings of Fact as approved in 2008 and the building permit set that was permitted in July 2016. However, we have been updating the material types to be used to reflect the continuing changes in materials that are being manufactured that are more "sustainable" and environmentally certified and produced that were not available for purchase or application the building exterior in 2008 or even the 2016 permit set. These materials will be reflected in the material physical samples to be delivered. The consultant team and general contractor have also been evaluating the constructability of the building from all perspectives as it relates to the 2018 IBC code changes and the necessity of creating a more energy efficient thermal envelope for the structure. By example, this includes rain screen exterior applications such as I am employing at the building at First and Fourth and which are finally starting to be completed. The plans also reflect the use of a more dramatic looking Basalt larger format stacked stone where the stone has more impact at the main entrance areas to the hotel, restaurant and bar and bakery café that ties into the interior architecture of the hotel's lobby and spaces that are the antithesis of the Limelight lobby areas and overall experience. The goal here, being designed by EDG Design (www.edgdesign.com) under the direction of internationally renowned founder and EDG's President, Jennifer Johanson, is to create more intimate interior spaces that integrate the food and beverage experience of Charlie Palmer's highly reputed restaurant group (www.charliepalmer.com). Mr. Palmer is the CoFounder of Appellation Hotels, who along with his Co-Founder, Christopher Hunsberger, a three plus decades senior executive with Four Seasons Hotels and Resorts
(www.appellationhotels.com) are working with our ownership to create one of the most iconic 4.5 plus hotel and residence properties in the Pacific Northwest.

Use of board formed architectural concrete is proposed to be employed where stone is less visible to the surrounding neighborhood and hotel visitor and is deemed to be an appropriate transition that differentiates the building's transition to the pool terrace deck. Also please note that the lighting design firm, Niteo Lighting, headed by Jason Edling, (www.niteolighting.com) has been retained to do the hotel lighting design program and previously submitted photometric analysis. Niteo's design will meet the Dark Sky Reserve lighting guidelines and those of the City of Ketchum. Niteo is particularly well suited for creating "no trespass" lighting into the public rights of way and effectively implementing architectural lighting solutions that will complement and enhance the strong architectural form of the entire building.

We have eliminated any expansion of the rooftop deck from the Design Review submittal but are required per building code responses to our 2016 building permit drawing set to connect the east and west elevator cores by a life safety walkway that will not be visible from the street or within town. The Observatory and existing rooftop deck will be used for access to the Observatory dome which will be conditioned space and has been calculated as such in the Building Gross Area Floor Summary Comparison Table prepared by John Davis' design team. We have also retained Dave Miller, founder and owner of Observatory Solutions, a highly experienced observatory designer and consultant to design and supply the Observatory equipment and IT systems that will allow for the visual images that are being viewed in the night sky to be broadcast throughout the hotel's video system. (www.obsevatorysolutions.com).
4. Statement of Management: Harriman Ketchum Hotel, LLC is composed of the financial investment of Andy Blank through his family office LLC, Harriman SV Properties, LLC and the combined equity contribution of the ownership interests of Harriman Hotel, LLC. This effective merger and funding took place on July 12, 2022. I am the Managing Member of the new Company. The Company is composed of three Board Members: Andy Blank, his daughter Alyce Blank, and myself. Our development team, which I manage also has retained the services of Stuart Campbell and Ken Springer. Stuart, resides here locally, but has a long history in the operations, management and sales and marketing side of luxury resort hotels and will be assisting me on our relationship with Appellation Hotels and working closely with them as we begin to ramp up the marketing of the hotel and residences in Q1 and Q2 of 2023. Stuart was responsible for similar duties at The Lodge at Blue Sky just outside of Park City and previously held executive positions with Aman Resorts having opened and managed the Amangani in Jackson Hole and in initial planning and design of the Amangiri in southern Utah. Ken Springer operating under Terrain Hospitality has extensive construction management experience in building luxury resort hotel properties over the last several decades. He will be in charge of the overall construction management process from start to finish of the hotel
project. If you need any further information on these gentlemen or the extensive list of highly qualified consultants or design team members, please let me know. I can furnish a complete list of the consultant team and also provide more information on the overall aesthetic vision for the project; Appellation Hotels unique approach to lodging, food and beverage centric customer service; and quality of finish materials for the overall hotel exterior, interior and overall hotel amenities.

We have fully reemployed the majority of our consultant team and look forward to working with you, Morgan, and the Planning Commission at our now scheduled December $13^{\text {th }}$ Design Review meeting. Our ownership is fully dedicated to finally constructing and successfully opening this "one of a kind" hotel and residence property in downtown Ketchum. Our goal is to be in the ground by May of 2023, subject to issuance of the updated 2018 IBC building permit submission and to complete and open the hotel for business by late 2024 to early 2025.

Sincerely,

Jack Bariteau<br>Managing Member<br>Harriman Ketchum Hotel LLC<br>CC: Andy Blank<br>John Davis<br>Stuart Campbell<br>Ken Springer

August 1, 2022

Jack Bariteau
Managing Member
Harriman Ketchum Hotel LLC
P. O. Box 84

Sun Valley, Idaho 8335
Morgan Landers, AICP
Senior Planner
City of Ketchum Planning and Building
P. O. Box 2315

Ketchum, Idaho 83340

## RE: Conditional Use and Planned Unit Development Permit - Compliance Response

Dear Morgan: Thank you for your time on Friday, July 29 ${ }^{\text {th }}$, to meet with me, Mark de Reus of de Reus Architects in person and John Davis and Same Pedapenki of Hornberger + Worstell AIA via a Zoom call regarding the submittal documents for the Design Review Application that is required by the Settlement Agreement as approved by the City Council on June 23, 2022. With regard to the application documents submitted and by which you had been reviewed after receipt by electronic delivery from Hornberger's office and other related documents as required by your office, the requested clean up and corrections and clarifications to the submittal package are underway by the development team. We also discussed another Zoom call for today and we are awaiting your notice as to your availability we assume later this afternoon. We also are in agreement with your proposed scheduling of a weekly meeting for a time during the week to continue to work on any items that you see as needing further clarification or information during your review period of the submittal package.

With regard to your request that I specifically respond to the approval of the Planned Unit Development Conditional Use Permit by the City Council on September 15, 2008, I am using by reference the document CUP Case No: CUP-08-007, Findings of Facts Decision under the Decision section of that document, Page 33 for purposes of my responses as follows:

1. Construction and Mitigation Plan: A Construction and Mitigation Plan was submitted to the City prior to the issuance of the building permit by the City on July 1, 2016 but I do not see that this CMP was ever recorded against our property upon review of the latest preliminary title report issued by Stewart Title Company through Blaine County Title, Inc. dated July 1, 2022. An updated CMP has been prepared by Conrad Brothers of Idaho dated July 20, 2022 and will be sent to you under separate cover as a PDF today for recording prior to issuance of an updated or new building permit that is brought current to 2018 IBC permit requirements by Hornberger's office.
2. Underground Relocation of Overhead Power Lines in the vicinity of the Project: This work was undertaken by Idaho Power and commenced on September 18, 2018 and extended far beyond the original intent of the "vicinity of the project" and a pro rata share on lineal feet associated with our property frontage on both Highway 75 and Leadville Avenue. The work eventually included the removal and undergrounding of the overhead power lines from the southwest corner of River Street and Highway 75 in front of the Kentwood Motor Lodge running over 800 lineal feet to just past Gem Street to the south at the terminus for reconnection of the underground lines with the overhead power poles and lines at this location at the southeast corner of Gem and 75. Cox Communications cable that was located on the Idaho power poles was also undergrounded. Total costs of the project paid for by our ownership to Idaho Power and Cox Communication, not inclusive of outside civil engineering, legal or power easement procurement, were paid in the amount of $\$ 800,000$. Completion of the underground work took place in Spring of 2019.
3. Proposed Encroachments into the Public Street Rights-of Way: Encroachments onto the public rights of way have not been exceeded on Leadville Avenue, City right of way along Highway 75 nor within the Right-Of-Way Encroachment Agreement area on River Street. Changes in the width of the proposed highway improvements by ITD from the to be replaced highway bridge spanning Trail Creek and then northward to River Street have reduced the setbacks of the building footprint from the ITD right of way boundary on our property's western boundary and also based on current road engineering designs obtained from ITD by Galena Engineering have expanded the overall ITD right of way design and shifted the roadway to the east and eliminated the approved right turn stacking lane as previously approved and engineered to add an additional through lane on the eastern side of the highway eliminating proposed landscaping area in the April 8, 2008 design review drawing, Sheet 3, and the 2016 approved building permit plans. The encroachment permit application based on the new ITD highway design plans will be submitted by Galena Engineering the week of August $8^{\text {th }}$. Jeff Loomis of Galena Engineering is in charge of this application process.
4. Sidewalks shall be a minimum width of:

- 6 feet on Main Street. Our current civil plans show this width and conform to the ITD updated plans. I ran into Jade on downtown Friday afternoon after our meeting as he was walking back to City Hall and I brought Jade up to speed on our meeting discussion related to ITD planning updates. He indicated that the State and City are working to incorporate a bike path into both sides of the ITD plan that would allow for an increase in the width of the sidewalk on our Highway 75 western boundary to 8 feet by decreasing the traffic lane widths to 11 feet from 12 feet within the future roadway designed section. We will await further instructions here.
- Not less than 5 feet on River Street. This width has been maintained and expanded in our current civil and landscape drawings within the Right-Of-Way Encroachment

Agreement area and maintained at the River Street and Leadville Avenue corners in our latest civil drawing set.
5. Right-Of-Way encroachments including retaining walls and landscape beds, and curb line alignment, slope and drainage, and ADA design issues shall be resolved to the satisfaction of the City Engineer and ITD prior to the issuance of a building permit. Final designs shall be approved by the City Council upon recommendation by the P\& Z Commission. Encroachment permits and/or licenses shall be obtained from the City as required. A Right-Of-Way Encroachment Agreement was prepared and executed for River Street and signed by our ownership and Suzanne Frick, on behalf of the City. The building permit issued on July 7, 2016 included review and approval of the Planning Staff and $P \& Z$ but remaining issues needed to be resolved regarding the corner of River Street and Highway 75 and meeting ADA requirements as at this time it was still in plan to create a pedestrian walkway across Highway 75 to the southwestern corner of River Street. To the best of our knowledge and based on current ITD plans, this pedestrian walk has been eliminated and current civil engineering and landscape drawings reflect ADA compliance at this corner. All other retaining walls and the location of landscaping are shown on the civil submittal and landscape sets as brought current and reflect the locations of all power transformer equipment and other utilities being brought into the building. There are no encroachments into the riparian setback area and the approved landscape plan for riparian restoration remains as designed within the riparian area.
6. The heated asphalt shall be extended to include the entire River/Leadville Avenue intersection and shall be extended to the south on Leadville Avenue as required to accommodate drainage and vehicular traction. Current project civil and mechanical engineering plans and as permitted in in 2016 conform to this requirement or exceed its intent.
7. All water, sewer and other main utility lines, service lines, manholes and fire hydrants shall be maintained or improved by the Ketchum Water and Service Department. All plans conform to this requirement and the main City sewer line was relocated and replaced in November, 2016 into a new easement location that is now within the La Res property but the new sewer easement document within which the new line was relocated and replaced has never been executed by the La Res Condominiums entity despite repeated efforts to have this document executed. I personally own $56 \%$ of the La Res Condominiums and the other unit owner with 44\% of ownership. Even though permission was granted by both owners at that time to do the sewer relocation work, upon completion, the then owner of the $44 \%$ share refused to sign the new easement and the new owner of this $44 \%$ share has also refused to execute the document. Copies of the sewer easement agreement, legal description of the easement as prepared by Galena Engineering and an encroachment agreement easement to be granted to La Res Condominiums for its driveway access will be sent to you electronically as PDF's. Despite this lack of signature and recordation the sewer line has been operational and without interference by the City since its relocation and rebuilding.
8. The proposed development shall be completed as set forth in the design review and CUP approvals and the Planned Unit Development Agreement. The PUD Agreement shall include, but not be limited to, provisions for the following:

- Community/workforce housing - as required in condition \#9, below.
- Contribution to underground relocation of overhead utility lines.
- Public pedestrian amenities to be included within adjacent street rights-of-way
- Minimum access for the public to the Observatory.

Our ownership has met these conditions within its building permit set of drawings or will be executing upon compliance with each of these conditions in its updated civil and landscape drawing plans as submitted on July $28^{\text {th }}$. The Community/workforce housing program is now being met with the construction of the building at First and Fourth and as further described below. The underground relocation of overhead utility lines was completed in 2019 and represents far in excess of a "contribution" to the relocation and under grounding work. No City funds were expended nor were any other property owners requested to contribute to this cost. Public pedestrian amenities are being provided within the design of the River Street encroachment agreement area and with new public sidewalks on both Highway 75 and Leadville Avenue that never existed before on these rights of way. The plan for public access to the Observatory and terrace deck that provides access from the elevator leading to this floor level will be managed by Appellation Hotels and be available for booking by school and educational groups; the general public and hotel guests and residents. The Observatory will be a fully automated system as designed and to be programmed by our ownership's Observatory consultant, Observatory Solutions.
9. Employee Housing Plan: The housing plan requires 18 employees on a site acceptable to the Ketchum City Council and within Ketchum City Limits. An Employee Housing Plan was submitted to the City on March 30, 2016. The Plan was reviewed and set for review by the City Council on April 4, 2016. At that time a site specific location was proposed for a vacant lot at 560 and 580 First Avenue which was subsequently sold to another developer and constructed as small employee housing apartments. A separate site was purchased at 391 First Avenue and was approved as a mixed use development by the City for inclusion of the required hotel employee housing. 15 apartments are well under construction and will be available per the terms of Second Amendment recently approved and adopted by the City to the hotel for its employee requirement of 18 employees well in advance of the hotel's construction and completion. The terms of of the conditions of the Findings and Facts approved on September 15, 2008 have obviously changed by further amendment and the construction of the First \& Fourth project which by the Second Amendment will provide 12 apartments to house 18 employee beds for the hotel and reserve 3 of the 15 apartments as permanent deed restricted units that provides priority to Ketchum employees on a wait list to be supplied by the City. Until such time as the 12 apartments are to be master leased to the hotel operator, Appellation Hotels, when it is determined such 12 apartments are needed for
the hotel's employees, all 15 apartments are now designated as deed restricted in BCHA rental categories 4 and 5 per the Exhibit attached to the Second Amendment for First \& Fourth. I will be providing specific responses to the Employee Housing Plan, subparagraphs a. through I. this week.
10. A privacy wall or landscaping will be developed as a buffer for the 200 Leadville Townhouses. This standard is being met in the most recent landscape drawings provided by Landwork Studio and as also shown on the civil engineering drawings. The vertical design of this area still needs to be developed.
11. Operational hours for the Observatory: These hours and programming will be established by Appellation Hotels in its overall management and operations programming.
12. This PUD CUP approval is contingent upon the approval of Design Review/Waterways Design Review Application. This approval was granted by various extensions of the Development Agreement and the Settlement Agreement. The design of this area within the riparian zone was part of the original design review approval and subsequent building permit issuance. We can certainly include this design information again and it is in fact illustrated on the most recent landscaping updated plan as submitted in the package by Hornberger's office.
13. The PUD CUP was extended on numerous occasions by City Council Amendment and extensions and the 2018 Development Agreement First Amendment dated JUne 2, 2018 was reinstated by the Settlement Agreement approved by the City Council on JUne 23, 2022.
14. The setback for the southernmost penthouse condominium adjacent to the Leadville Avenue was increased as requested to ten feet by a redesign of this penthouse condominium residence from the original Design Review approval drawing set and as reflected on the building permit set approved on July 6, 2017.
15. Prior to issuance of any building permits, a plan shall be brought back to the City Council showing a third lane or through lane instead of a dedicated right turn lane on Highway 75/Main Street, including consultation with the Idaho Transportation Department. While this effort was under study at the time of the issuance of the building permit and is still under final review by ITD and the City, the through lane design versus a deidicated right turn lane has been decided upon by ITD and the City.
16. A PUD - Conditional Use Permit shall be issued in writing. To the best of our knowledge this condition was met with issuance of the building permit on July 6, 2016.
17. Failure to comply with any condition or term of said permit shall cause said permit to be void ab initio. A PUD - Conditional Use Permit may be revoked at any time for violation
of the permit or any condition thereof by motion of the City Council after a due process hearing upon ten days written notice to the holder of the PUD - Conditional Use Permit. This condition, which was part of the reinstatement of all prior entitlements and permits granted by the Settlement Agreement on June 23, 2022 approved, and adopted by the City Council, has been superseded by the terms of the Settlement Agreement.

Morgan, my apologies for the delay in providing this response document to you on the CUP PUD request that you made on last Friday. I have not had time to review with Ed Lawson review of my responses as he is on vacation until Wednesday nor Andy Blank, so our ownership reserves the right for his review by our Company's legal counsel and Andy and his legal counsel, Justin Jones. I have forwarded this document to Ed, Andy and Justin for their review and comment, should they have any proposed changes or comments they wish to make on our Company's behalf. I'll be calling in at 3 PM MDT today from my office unless you would like me to join you at City Hall in the conference room.

Best regards,
Jack Bariteau
Managing Member
Harriman Ketchum Hotel LLC
CC:

Earth Energy, Inc.
PO Box 190474
Boise, ID 83719-0474

## Name / Address

Cox Communications
811 Warm Springs Road
Ketchum, Idaho 83340
Attn. Mr. Joe Maccarillo


| Name / Address |
| :--- |
| Cox Communications |
| 811 Warm Springs Road |
| Ketchum, Idaho 83340 |
| Attn. Mr. Joe Maccarillo |
|  |
|  |



## Cox Communications

## Construction Department

3031 N 120th Street
Omaha, NE 68164

DATE: MAY 15, 2018
INVOICE \# TC-2017-002

Bill To:
Trail Creek Fund, LLC
C/O Jack Bariteau
PO BOX
Sun Valley, ID 83353

Remit To: Cox Communicatlons 3031 N 120th Streat
Omaha, NE 68164
Attn: TAMARA CHAMPION
OSP-Construction Dept

Comments or Spectal Instructions:

| ORIGINATOR | P.O. NUMBER | DUE DATE | TERMS |
| :---: | :---: | :---: | :---: |
| MACCARILLO | 347.0000 .05 .000 .4200 .61030 | Due upon recelpt |  |


| QUANTITY | DESCRIPTION | UNIT PRICE | AMOUNT |  |
| :---: | :---: | :---: | :---: | :---: |
| 1 | Undergrounding of Cox facilties for Conrad Brothers Construction Auberge Hotel project. Construction of hotel will beglin spring 2018. <br> Pulling Conduit - Bore Earth Energy Inc <br> Cox Contractor - Placing Fiber/Coax in condult <br> Idaho Power Make Ready <br> In House - Splicing/Activation <br> Materials - Coax, Fiber, Power Supply/ Batterries, Amplifiers, Activation <br> Permits <br> CIR \#136050 | $\begin{gathered} \$ 53,512.00 \\ \$ 5,000.00 \\ \$ 12,500.00 \\ \$ 10,096.00 \\ \$ 11,110.00 \\ \$ 200.00 \end{gathered}$ |  | $\begin{array}{r} 53,512.00 \\ 5,000.00 \\ 12,500.00 \\ 10,096.00 \\ 11,110.00 \\ 200.00 \end{array}$ |
|  |  | SUBTOTAL | \$ | 92,418.00 |
|  |  | taX Rate |  |  |
|  |  | SALES TAX |  | - |
|  | SHIP | G \& HANDLING |  |  |
|  |  | TOTAL | \$ | 92,418.00 |

Make all checks pavable to Cox Communications and retum to the address above with a copy of the invoice, clo Tammy Champton, Construction Dept
THANK YOU FOR YOUR BUSINESS


## Cox Communications

Construction Department
3031 N 120th Street
Omaha, NE 68164


Remit To: Cox Communications 3031 N 120th Street Omaha, NE 68164 Attn: TAMARA CHAMPION OSP-Construction Dept

## Comments or Special Instructions:

| ORIGINATOR | P.O. NUMBER | DUE DATE | TERMS |
| :---: | :---: | :---: | :---: |
| MACCARILLO | 347.0000 .05 .000 .4200 .61030 | Due upon recelpt |  |


| QUANTITY | DESCRIPTION | UNIT PRICE | AMOUNT |  |
| :---: | :---: | :---: | :---: | :---: |
| 1 | Undergrounding of Cox facilities for Conrad Brothers Construction Auberge Hotel project. Construction of hotel will begin spring 2018. <br> Pulling Conduit - Bore Earth Energy Inc <br> Cox Contractor - Placing Fiber/Coax in conduit <br> Idaho Power Make Ready <br> In House - Splicing/Activation <br> Materials - Coax, Fiber, Power Supply/ Batterries, Amplifiers, Activation <br> Permits <br> CIR \#136050 | $\begin{gathered} \$ 53,512.00 \\ \$ 5,000.00 \\ \$ 12,500.00 \\ \$ 10,096.00 \\ \$ 11,110.00 \\ \$ 200.00 \end{gathered}$ |  | $\begin{array}{r} 53,512.00 \\ 5,000.00 \\ 12,500.00 \\ 10,096.00 \\ 11,110.00 \\ 200.00 \end{array}$ |
| SUBTOTAL \$ 92,418.00 |  |  |  | 92,418.00 |
| tax rate |  |  |  |  |
| SALES TAX <br> SHIPPING \& HANDLING |  |  |  |  |
|  |  |  |  |  |
| TOTAL |  |  | \$ | 92,418.00 |

Make all checks payable to Cox Communications and return to the address above with a copy of the invoice, clo Tammy Champion, Construction Dept
QPWORK ORDER IS REQUIRED TO BE WORKED WTH
27437045 CUTOVER FROM OVERHEAD TO UNDERGROUND -
AT KJ33


EASEMENT REQUIRED


To be Obtained:IA RESIDENCE CONDOS
From _ $2.31 \& 291$ S LEADVILLE

## TRAL CREEKRMS



| Customer or Project Name: | Design Number: | Version: | Work Order\#: |
| :--- | :--- | :--- | :--- |
| TRAIL CREEK FUND - LEADVILLE \& RIVER ST - OVERHEAD | 0000118210 | 002 | 27463132 |

## Total Customer Payment Due Prior to Construction Scheduling

## \$72,287

Notice: This Customer Cost Quote shall be binding on both Idaho Power Company ("Idaho Power") and Customer for a period of sixty (60) days from the date below indicated, subject to changes in information provided by Customer or changes in Idaho Power's ability to obtain satisfactory rights-of-way or to comply with governmental regulations, including but not limited to the rules, regulations, and tariffs of the Idaho Public Utilities Commission ("IPUC") and the Public Utility Commission of Oregon ("OPUC"). Customer must make payment of the quoted amount not less than thirty (30) days prior to the start of the construction work set forth above (the "Work"), but Idaho Power does not represent that the Work will commence within 30 days of receipt of payment. The start of the Work is subject to Idaho Power's ability to obtain the necessary labor, materials and equipment.

Prior to commencement of the Work, Customer shall identify for Idaho Power the location of all underground pipes, lines, and other facilities (collectively, the "Underground Lines") that may be on Customer's property where Idaho Power is working. Customer agrees to be responsible for Identification and location of all Underground Lines and shall indemnify, defend, reimburse and hold harmless Idaho Power and its successors and their respective directors, officers, members, employees, representatives, and agents for, from, and against any and all claims, liabilities, losses, damages, expenses, suits, actions, proceedings, judgments and costs of any kind (collectively, "Damages"), whether actual or merely alleged and whether directly incurred or from a third party, arising out of or relating to Customer's fallure to properly or adequately identify and locate the Underground Lines, except to the extent finally determined by a court of law that such Damages resulted from the gross negligence or willful misconduct of Idaho Power, its agents, subcontractors, employees, officers or directors.

Customer acknowledges idaho Power's Rule C (Service and Limitations), Section 7 (Rights of Way) on file with the IPUC and OPUC: "The Customer shall, without cost to the Company, grant the Company a right of way for the Company's lines and apparatus across and upon the property owned or controlled by the Customer, necessary or incidental to the supplying of Electric Service and shall permit access thereto by the Company's employees at all reasonable hours." By signing this form, Customer grants to Idaho Power a perpetual right-of-way over Customer's property for the installation, operation, replacement and maintenance of power facilities to provide electrical service to Customer and any future owners of Customer's property.
(Customer Initials) Charges for relocation, transfer or removal of non-Idaho Power equipment attached to Idaho Power Facilities are not included in this Cost Quote. It is the Customer's responsibility to coordinate this work with the affected utility. All charges

NA
NA associated with this work are the responsibility of the Customer. For utility contact information, please call 208-388-2886.
(Customer Initials) Charges for installation of underground electrical service are not included in this Cost Quote and will be billed to the customer after work has completed


Date


IPCo Representative $\mathbf{X}$ $\qquad$ Quotation Date X
5/18/18

## CUSTOMER COST QUOTE

IDAHO


## Other Charges

15. Vested Interest Work Order \#
16. Billable Permits
17. Prepaid Permits
18. Billable Engineering Charges
19. Prepaid Engineering Charges
20. Underground Service Attachment Charge
21. Relocation or removal with new capacity
22. Relocation or removal with NO new capacity

23. Salvage Credit Relocation
24. Miscellaneous Charges/Adjustments
25. Net Other Charges
26. Total Work Order Charaes
$\$ 0$

27. Idaho Power Co. Contribution \& Other Credits
28. Total Customer Payment Due (Line $12+$ Line 25)

Customer signature is required on Page 2 of this document


May 18, 2018
Trail Creek Fund LLC
Attn: Jack Bariteau
PO Box 84
Sun Valley, ID 83353
Work Order Number:
Project Name:
Address or Job Location:
Project City, State, Zip
In accordance with your request:

27463132
Trail Creek Fund, LLC - Leadville
Leadville \& River St.
Ketchum, ID 83340
Reconstruct existing underground power facilities for planned construction of new hotel.

Line Installation/Upgrade Costs (Line 1)
Line Installation Credits (Betterment, Salvage, Customer Trench) (Lines 2-4)
Terminal Facilities (Line 6)
Customer Allowance (Line 7)
Salvage Terminal Credit (Line 8)
Unusual Conditions (Line 10)
Net Other Charges (Eng Charges, Permits, Misc Charges) (Lines 15-24)
Amount to be paid and received prior to job being scheduled

| $\$$ | 414.00 |
| :--- | ---: |
| $\$$ | - |
|  |  |
|  |  |
| $\$$ | 295.00 |
| $\$$ | $\mathbf{2 6 , 0 6 3 . 0 0}$ |
| $\$$ | $45,810.00$ |
| $\$$ | $\mathbf{7 2 , 2 8 7 . 0 0}$ | for construction. Quote good for sixty (60) days.

X Please remit payment.
$\mathbf{X}$ Please return signed and dated Service Request and Customer Cost document (attached).
$\mathbf{X}$ Please return signed and dated Work Order Map.
Other
Comments: Jack - this invoice is for the required work associated with Highway 75 overhead to underground relocation, but located on Leadville and East River Street.

Work order will not be released for construction scheduling until payment and/or requested documents are signed and returned. This quote is binding on the Company for a period of sixty days (60) from the date on this letter, and subject to change if information provided by the customer changes.

## PLEASE RETURN SIGNED DOCUMENTS TO:

IDAHO POWER COMPANY
Attn: Cyndi Bradshaw
PO Box 3909 or 11831 Highway 75
Hailey, ID 83333
If there are any questions, please contact:
Cyndi @ (208) 788-8002


JUNE 09, 2018
TRAIL CREEK FUND LLC

## \%EAGAN REAL ESTATE

PO BOX 84
SUN VALLEY, ID 83353

## PAYMENT RECEIPT

## Dear TRAIL CREEK FUND LLC,

Thank you for your payment in the amount of $\$ 72287.00$. We received your check $\# 4780$ on $06 / 08 / 2018$ for the following construction project(s).

|  | Payment Amount | Balance Owing |
| :---: | :---: | :---: |
| Lescriptille AVE Work Order: 27463132 WORK ORDER: | \$72,287.00 | \$0.00 |
| $274$ |  |  |

We appreciate the opportunity to serve you. If you have any questions regarding this receipt, please contact Idaho Power at (208) 388-2323 (Treasure Valley) or 1-800-488-6151.

Thank you.

BOISE, ID 83707
(208) 388-2323 (Treasure Valley)


[^1]I understand that the information provided above is accurate to the best of my knowledge. Changes to load; voltage; location; ets



Contact Detail:
$\left.\begin{array}{|cc|}\hline \text { 252R TRAIL CREEK FUND LLC } \\ \text { PO BOX 84, SUN VALLEY ID 83353 }\end{array}\right] 650-906-5636$

Attribute Information
Facilities Charge

Service Voltage
Number of Phases
KW Motor Load:
Largest Motor
1 Phase KW Demand
3 Phase KW Demand
Total Comnected KW Load
Commercial Deposit Amount
SIC Number

## Description

The scope of this project is to relocate the existing overhead power facilities to underground along Highway 75 beginning at River Street in Ketchum and south to Gem Street area.
All local service must be re-served and easements for new padmounted equipment on private property will be required.
Portions of this work are contingent upon obtaining the necessary easements and property associated with placing new equipment. Beginning construction is contingent on material availability and permitting from the City of Ketchum.

No. Of Meters Meter Location
Ct Loc
Primary OH/UG
Service OH/UG
Srv Owner
Panel Amp Size
Service Pole Riser


| Customer or Project Name: | Design Number: | Version: | Work Order\#: |
| :--- | :--- | :--- | :--- |
| TRAIL CREEK FUND LLC - RIVER TO GEM 11-2016 | 0000111304 | 004 | $\mathbf{2 7 4 3 7 0 4 5}$ |

## Total Customer Payment Due Prior to Construction Scheduling

## \$ 698,273

Notice: This Customer Cost Quote shall be binding on both Idaho Power Company ("idaho Power") and Customer for a period of sixty (60) days from the date below indicated, subject to changes in information provided by Customer or changes in Idaho Power's ability to obtain satisfactory rights-of-way or to comply with governmental regulations, including but not limited to the rules, regulations, and tariffs of the Idaho Public Utilities Commission ("IPUC") and the Public Utility Commission of Oregon ("OPUC"). Customer must make payment of the quoted amount not less than thirty (30) days prior to the start of the construction work set forth above (the "Work"), but Idaho Power does not represent that the Work will commence within 30 days of receipt of payment. The start of the Work is subject to Idaho Power's ability to obtain the necessary labor, materials and equipment.

Prior to commencement of the Work, Customer shall identify for Idaho Power the location of all underground pipes, lines, and other facilities (collectively, the "Underground Lines") that may be on Customer's property where Idaho Power is working. Customer agrees to be responsible for identification and location of all Underground Lines and shall indemnify, defend, reimburse and hold harmless Idaho Power and its successors and their respective directors, officers, members, employees, representatives, and agents for, from, and against any and all claims, liabilities, losses, damages, expenses, suits, actions, proceedings, judgments and costs of any kind (collectively, "Damages"), whether actual or merely alleged and whether directly incurred or from a third party, arising out of or relating to Customer's failure to properly or adequately identify and locate the Underground Lines, except to the extent finally determined by a court of law that such Damages resulted from the gross negligence or wilful misconduct of idaho Power, its agents, subcontractors, employees, officers or directors.

Customer acknowledges Idaho Power's Rule C (Service and Limitations), Section 7 (Rights of Way) on file with the IPUC and OPUC: "The Customer shall, without cost to the Company, grant the Company a right of way for the Company's lines and apparatus across and upon the property owned or controlled by the Customer, necessary or incidental to the supplying of Electric Service and shall permit access thereto by the Company's employees at all reasonable hours." By signing this form, Customer grants to Idaho Power a perpetual right-of-way over Customer's property for the installation, operation, replacement and maintenance of power facilities to provide electrical service to Customer and any future owners of Customer's property.
(Customer Initials) Charges for relocation, transfer or removal of non-Idaho Power equipment attached to Idaho Power Facilities are not included in this Cost Quote. It is the Customer's responsibility to coordinate this work with the affected utility. All charges associated with this work are the responsibility of the Customer. For utility contact information, please call 208-388-2886.
NA (Customer Initials) Charges for installation of underground electrical service are not included in this Cost Quote and will be billed to the customer after work has completed
(Customer Initials) Theeustemer acknowledges receipt of the Underground Residential Conduit Installation Requirements
b

Customer Signature $\mathbf{X}$


IPCo Representative $X$ $\qquad$

Date


Quotation Date $\mathbf{X}$ 03/27/18

## CUSTOMER COST QUOTE

## IDAHO

| Customer or Project Name: <br> TRAIL CREEK FUND LLC - RIVER TO GEM 11-2016 |  | Design Number: 0000111304 | Version: 004 | Work Order \#: $27437045$ |
| :---: | :---: | :---: | :---: | :---: |
| Line Installation Cost | Prepaid Fees | Deblt | Credit | Totals |
| 1. Line Installation/Upgrade Costs |  | 2,057 |  |  |
| 2. Company Betterment / Other Credits |  |  | 2,057 |  |
| 3. Salvage IPCO - Credit |  |  | 0 |  |
| 4. Customer Provided Trench |  |  | 0 |  |
| 5. Net Line Installation Cost |  |  |  | 0 |
| Terminal Facilities |  | 0 |  |  |
| 6. Terminal Facilities |  |  | 0 |  |
| 7. Customer Allowance |  |  | 0 |  |
| 8. Salvage Term Credit |  |  |  | 0 |
| 9. Net Terminal Facilities |  |  |  |  |
| 10. Unusual Conditions |  | 83,232 | 0 |  |
| 11. Bank Letter of Credit |  |  | 0 |  |
| (Only for Unusual Conditions over \$10,000) |  |  |  | 83,232 |
| 12. Net Construction Cost |  |  |  | 83,232 |
| 13. Net Vested OR Refundable Construction Cost (Limited to 5 years or 4 additional applicants) |  |  |  | 0 |

14. Construction Cost Not Available for Vesting or Refund
15. Prepaid Engineering Charges
16. Underground Service Attachment Charge
17. Relocation or removal with new capacity
18. Relocation or removal with NO new capacity
19. Salvage Credit Relocation
20. Miscellaneous Charges/Adjustments

| 0 |
| ---: |
| 0 |
| 6,290 |

\$6,164


Customer signature is required on Page 2 of this document

Notes: $\qquad$


March 27, 2018
Trail Creek Fund, LLC
Attn: Jack Bariteau
PO Box 84
Sun Valley, ID 83353
Work Order Number:
27437045
Project Name:
Address or Job Location:
Project City, State, Zip
In accordance with your request:
Trail Creek Fund, LLC
River St \& Highway 75
Ketchum, ID 83340
Relocate existing overhead facilities to underground using padmounted equipment and underground power lines.
Line Installation/Upgrade Costs (Line 1)
Line Installation Credits (Betterment, Salvage, Customer Trench) (Lines 2-4)

| $\$$ | $2,057.00$ |
| :--- | :--- |
| $\$$ | $2,057.00$ |

Terminal Facilities (Line 6)
Customer Allowance (Line 7)
Salvage Terminal Credit (Line 8)
Unusual Conditions (Line 10)
Net Other Charges (Eng Charges, Permits, Misc Charges) (Lines 15-24)
Amount to be paid and received prior to job being scheduled

| $\$$ | $83,232.00$ |
| :--- | ---: |
| $\$$ | $615,041.00$ |
| $\$$ | $698,273.00$ | for construction. Quote good for sixty (60) days.

## X Please remit payment.

$\mathbf{X}$ Please return signed and dated Service Request and Customer Cost document (attached).
$\mathbf{X}$ Please return signed and dated Work Order Map.
Other
Comments: City of Ketchum Dig Permit
ITD Permit
Easements Required
Work order will not be released for construction scheduling until payment and/or requested documents are signed and returned. This quote is binding on the Company for a period of sixty days ( 60 ) from the date on this letter, and subject to change if information provided by the customer changes.

## PLEASE RETURN SIGNED DOCUMENTS TO:

IDAHO POWER COMPANY
Attn: Cyndi Bradshaw
PO Box 3909 or 11831 Highway 75
Hailey, ID 83333
If there are any questions, please contact:
Cyndi @ (208) 788-8002


JUNE 09, 2018

TRAIL CREEK FUND LLC
\%EAGAN REAL ESTATE
PO BOX 84
SUN VALLEY, ID 83353

## PAYMENT RECEIPT

## Dear TRAIL CREEK FUND LLC,

Thank you for your payment in the amount of $\$ 498273.00$. We received your check $\# 211655$ on $06 / 08 / 2018$ for the following construction project(s).

Description/Work Order \#
Payment Amount
Balance Owing
HIGHWAY 75 Work Order: 27437045 WORK ORDER:
$\$ 498,273.00$

We appreciate the opportunity to serve you. If you have any questions regarding this receipt, please contact Idaho Power at (208) 388-2323 (Treasure Valley) or 1-800-488-6151.

Thank you.



DDA Debits - 5/23/2018


DDA Debits - 5/23/2018

| Work Order Number: | $\mathbf{2 7 4 3 7 0 4 5}$ | Eng Hours: | $\mathbf{0 0 0 9 2}$ |
| :--- | :--- | :--- | :---: |
| Request Type: | PL | Eng Fee Amount(Att98): | $\mathbf{6 , 8 0 8 . 0 0}$ |
| Rate Sch.: |  | Eng Fee Amount(Att16): |  |
| Reply By: |  | Eng Fee Service Agreement No: |  |
|  |  | Eng Fee Service Agreement Date: |  |
|  |  | Customer No: | $\mathbf{2 2 7 0 2 2 4 0 8 8}$ |
| Feeder: |  |  |  |
| Service Location: | HCHM11B |  |  |
| Required in Service Date: | 10/2/2018 |  |  |
| Planning Center/Team: | HALEY |  |  |
|  |  |  |  |

Contact Detail:

| 252R TRAIL CREEK FUND LLD |  |
| :---: | :---: |
| PO BOX 84, SUN VALLEY ID 83353 | $650-906-5636$ |
| COST JACK BARITEAU | $\mathbf{6 5 0 - 9 0 6 - 5 6 3 6}$ |
| IMCO CYNDI BRADSHAW |  |
| SR DISTRIBUTION DESIGNER, | $\mathbf{2 0 8 - 7 8 8 - 8 0 0 2}$ |

## Attribute Information

Facilities Charge

Service Voltage
Number of Phases
KW Motor Load:
Largest Motor
1 Phase KW Demand
3 Phase KW Demand
Total Connected KW Load
Commercial Deposit Amount
SIC Number

No. Of Meters
Meter Location
Ct Lac
Primary OH/UG
Service OH/UG
Sty Owner
Panel Amp Size
Service Pole Riser

## Description

The scope of this project is to relocate the existing overhead power facilities to underground along Highway 75 beginning at River Street in Ketchum and south to Gem Street area.
All local service must be re-served and easements for new padmounted equipment on private property will be required.
Portions of this work are contingent upon obtaining the necessary easements and property associated with placing new equipment. Beginning construction is contingent on material availability and permitting from the City of Ketchum.


| Customer or Project Name: | Design Number: | Version: | Work Order \#: |
| :--- | :--- | :--- | :--- |
| TRAIL CREEK FUND LLC - RIVER TO GEM 11-2016 | $\mathbf{0 0 0 0 1 1 1 1 3 0 4}$ | $\mathbf{0 0 4}$ | $\mathbf{2 7 4 3 7 0 4 5}$ |

## Total Customer Payment Due Prior to Construction Scheduling

## \$ 698,273

Notice: This Customer Cost Quote shall be binding on both Idaho Power Company ("Idaho Power") and Customer for a period of sixty (60) days from the date below indicated, subject to changes in information provided by Customer or changes in Idaho Power's ability to obtain satisfactory rights-of-way or to comply with governmental regulations, including but not limited to the rules, regulations, and tariffs of the Idaho Public Utilities Commission ("IPUC") and the Public Utility Commission of Oregon ("OPUC"). Customer must make payment of the quoted amount not less than thirty (30) days prior to the start of the construction work set forth above (the "Work"), but Idaho Power does not represent that the Work will commence within 30 days of receipt of payment. The start of the Work is subject to Idaho Power's ability to obtain the necessary labor, materials and equipment.

Prior to commencement of the Work, Customer shall identify for Idaho Power the location of all underground pipes, lines, and other facilities (collectively, the "Underground Lines") that may be on Customer's property where Idaho Power is working. Customer agrees to be responsible for identification and location of all Underground Lines and shall indemnify, defend, reimburse and hold harmless Idaho Power and its successors and their respective directors, officers, members, employees, representatives, and agents for, from, and against any and all claims, liabilities, losses, damages, expenses, suits, actions, proceedings, judgments and costs of any kind (collectively, "Damages"), whether actual or merely alleged and whether directly incurred or from a third party, arising out of or relating to Customer's failure to properly or adequately identify and locate the Underground Lines, except to the extent finally determined by a court of law that such Damages resulted from the gross negligence or wilful misconduct of Idaho Power, its agents, subcontractors, employees, officers or directors.

Customer acknowledges Idaho Power's Rule C (Service and Limitations), Section 7 (Rights of Way) on file with the IPUC and OPUC: "The Customer shall, without cost to the Company, grant the Company a right of way for the Company's lines and apparatus across and upon the property owned or controlled by the Customer, necessary or incidental to the supplying of Electric Service and shall permit access thereto by the Company's employees at all reasonable hours." By signing this form, Customer grants to Idaho Power a perpetual right-of-way over Customer's property for the installation, operation, replacement and maintenance of power facilities to provide electrical service to Customer and any future owners of Customer's property.
(Customer Initials) Charges for relocation, transfer or removal of non-Idaho Power equipment attached to Idaho Power Facilities are not included in this Cost Quote. It is the Customer's responsibility to coordinate this work with the affected utility. All charges associated with this work are the responsibility of the Customer. For utility contact information, please call 208-388-2886.

NA (Customer Initials) Charges for installation of underground electrical service are not included in this Cost Quote and will be billed to the customer after work has completed
NA


IMCo Representative $\mathbf{X}$ $\qquad$
Date

An IDACORP Company

## CUSTOMER COST QUOTE

IDAHO

| Customer or Project Name: <br> TRAIL CREEK FUND LLC - RIVER TO GEM 11-2016 |  | Design Number: 0000111304 | Version: $004$ | Work Order \#: $27437045$ |
| :---: | :---: | :---: | :---: | :---: |
| Line Installation Cost | Prepaid Fees | Debit | Credit | Totals |
| 1. Line Installation/Upgrade Costs |  | 2,057 |  |  |
| 2. Company Betterment / Other Credits |  |  | 2,057 |  |
| 3. Salvage IPCO - Credit |  |  | 0 |  |
| 4. Customer Provided Trench |  |  | 0 |  |
| 5. Net Line Installation Cost |  |  |  | 0 |
| Terminal Facilities <br> 6. Terminal Facilities |  | 0 |  |  |
| 7. Customer Allowance |  |  | 0 |  |
| 8. Salvage Term Credit |  |  | 0 |  |
| 9. Net Terminal Facilities |  |  |  | 0 |
| 10. Unusual Conditions |  | 83,232 |  |  |
| 11. Bank Letter of Credit (Only for Unusual Conditions over $\$ 10,000$ ) |  |  | 0 |  |
| 12. Net Construction Cost |  |  |  | 83,232 |
| 13. Net Vested OR Refundable Construction Cost (Limited to 5 years or 4 additional applicants) |  |  |  | 83,232 |
| 14. Construction Cost Not Available for Vesting or Refund |  |  |  | 0 |
| Other Charges |  |  |  |  |
| 15. Vested Interest Work Order\# |  | 0 |  |  |
| 16. Billable Permits |  | 0 |  |  |
| 17. Prepaid Permits | \$ 50 |  |  |  |
| 18. Billable Engineering Charges |  | 6,290 |  |  |
| 19. Prepaid Engineering Charges | \$ 6,164 |  |  |  |
| 20. Underground Service Attachment Charge |  | 0 |  |  |
| 21. Relocation or removal with new capacity |  | 0 |  |  |
| 22. Relocation or removal with NO new capacity |  | 608,751 |  |  |
| 23. Salvage Credit Relocation |  |  | 0 |  |
| 24. Miscellaneous Charges/Adjustments |  | 0 |  |  |
| 25. Net Other Charges |  |  |  | 615,041 |
| 26. Total Work Order Charqes |  | \$ 700,330 |  |  |
| 27. Idaho Power Co. Contribution \& Other Credits |  |  | \$ 2,057 |  |
| 28. Total Customer Payment Due (Line 12 + Line 25 |  |  |  | \$ 698,273 |

Customer signature is required on Page 2 of this document

Notes: $\qquad$


March 27, 2018
Trail Creek Fund, LLC
Attn: Jack Bariteau
PO Box 84
Sun Valley, ID 83353
Work Order Number:
Project Name:
Address or Job Location:
27437045

Project City, State, Zip
Trail Creek Fund, LLC
River St \& Highway 75
In accordance with your request: Relocate existing overhead facilities to underground using padmounted equipment and underground power lines.
Line Installation/Upgrade Costs (Line 1)
Line Installation Credits (Betterment, Salvage, Customer Trench) (Lines 2-4)
Terminal Facilities (Line 6)
Customer Allowance (Line 7)
Salvage Terminal Credit (Line 8)
Unusual Conditions (Line 10)
Net Other Charges (Eng Charges, Permits, Misc Charges) (Lines 15-24)
Amount to be paid and received prior to job being scheduled

| $\$$ | $2,057.00$ |
| :--- | ---: |
| $\$$ | $2,057.00$ |
|  |  |
|  |  |
| $\$$ | $\mathbf{8 3 , 2 3 2 . 0 0}$ |
| $\$$ | $615,041.00$ |
| $\$$ | $\mathbf{6 9 8 , 2 7 3 . 0 0}$ |

for construction. Quote good for sixty (60) days.
$\mathbf{X}$ Please remit payment.
X Please return signed and dated Service Request and Customer Cost document (attached).
X Please return signed and dated Work Order Map.
Other
Comments: City of Ketchum Dig Permit
ITD Permit
Easements Required
Work order will not be released for construction scheduling until payment and/or requested documents are signed and returned. This quote is binding on the Company for a period of sixty days (60) from the date on this letter, and subject to change if information provided by the customer changes.

## PLEASE RETURN SIGNED DOCUMENTS TO:

IDAHO POWER COMPANY
Attn: Cyndi Bradshaw
PO Box 3909 or 11831 Highway 75
Hailey, ID 83333
If there are any questions, please contact:
Cyndi @ (208) 788-8002

October 8, 2018

Mayor Neil Bradshaw
City of Ketchum
480 East Ave. North
Ketchum, ID 83340

## Subject: Auberge Hotel Underground Project (Trail Creek Fund LLC)

Mayor Bradshaw:
Idaho Power very much appreciated providing you an update on the undergrounding of the distribution line in front of the proposed Auberge Hotel. The developer of Trail Creek Fund LLC, Jack Bariteau, has fulfilled his obligation by making full payment for the project in June 2018. Idaho Power has been diligently working on commencing construction for the project.

On September 18,2018, our contractor started staging equipment and materials to complete the underground conduit and splice boxes necessary to relocate the overhead line to underground. This work will also include any pavement and trenching repair resulting from construction activities. To date, we believe the contractor is about 20 percent complete. Idaho Power anticipates this work will be completed by December 2018. Due to winter weather, the remaining portion of the project, pulling and terminating the conductor (wire) and removal of the existing overhead line, will be deferred.

Idaho Power will competitively bid the remaining portion of the project this fall and be ready to start the final phase as soon as the appropriate permits are received in the Spring. This is contingent on snowmelt and the ambient temperatures necessary to complete the work. We anticipate all work will be completed by late-June 2019.

Idaho Power appreciates your patience and support on this project. If there is any additional information you need, please feel free to contact me at (208) 736-3473 or Cyndi Bradshaw in our Hailey office at (208) 788-8002.

Sincerely,


[^2]November 1, 2022

Mr. Jack Bariteau
Managing Member
Harriman Ketchum Hotel, LLC
P.O. Box 84

Sun Valley, ID 83353

## RE: Rental Participation Rates for Individually Owned Condominium Units Within a Hotel Project

Dear Mr. Bariteau:

Pursuant to your request we have prepared this letter addressing typical rental participation rates for condominium units within resort hotel projects. By way of background, I have been involved in hospitality real estate for the past 40 years. During this time I've worked on numerous hotel projects that contain third-party owned condo units - both existing and proposed properties. My qualifications are attached to this letter.

I understand that your hotel project will include 73 hotel rooms and have 12 condominium units in two to four bedroom configurations on the hotels top two floors (six of which will have lock-off rooms).

My observation has been that at least $50 \%$ and up to $100 \%$ of the owners of individual condominium units within a hotel put their units into a rental program when such a program is available. Specific examples are noted below.

- Hotel Park City, Park City, UT - the owner/manager of this 99-unit property reported that all owners participate in the rental program. This property includes a mix of studios, one-bedroom, and two-bedroom units.
- Pendry Hotel, Park City, UT - the manager of this recently-opened 165-unit property reported that roughly $85 \%$ of the owners participate in the rental program. This property includes a mix of standard sized hotel rooms (lock off's), studio, one-bedroom, and two-bedroom units.
- St. Regis Hotel, Park City (Deer Valley), UT - the manager of this property reported that all 67 condominium unit owners participate in the rental program, though some with lock-off's hold back one room. The units have three keys each.
- Ritz-Carlton Northstar, Truckee, CA - a reliable confidential source reported that 10 to 12 of the 23 unit owners participate in the rental program.
- Madeline Auberge Hotel, Telluride, CO - a reliable confidential source reported that 53 of the 68 unit owners participate in the rental program.
- Stein Erikson Lodge, Park City (Deer Valley), UT - a reliable confidential source reported a 50\% participation rate in their rental program. The development contains 40 condominium units.
- Montage Hotel, Park City (Deer Valley), UT - a reliable confidential source reported a 50\% participation rate in their rental program. The resort has 83 residential units.
- Four Seasons Vail, Vail, CO - the manager reported that the hotel is comprised of 110 guestrooms and suites as well as 32 private third-party owned residences, with 22 of the private residences participating in the hotel rental program.

As noted above, rental program participation rates at these similar mountain resort properties range from roughly $50 \%$ to $100 \%$, with most exceeding $70 \%$ participation. It is important to note that none of these properties mandate participation in a rental program. Based upon my 40-plus years of education, training and experience in the hospitality industry it is my opinion that it is more likely than not that the participation rate in the Appellation rental program will exceed $50 \%$.

Please let me know if you have any questions, or if I can be of further assistance.

Respectfully submitted,

LW Hospitality Advisors ${ }^{\circledR}$


Mark Lukens, MAI
Managing Director

Attachment

## Hospitality Employment

- LWHA - LW Hospitality Advisors - 2015 - present - Managing Director - Provide real estate consulting services to the lodging, convention, golf, and gaming industries, including appraisals, market impact studies, feasibility/market studies, litigation support and investment analysis.
- HREC - Hospitality Real Estate Counselors. - 2010 to 2015 - Senior Vice President Provided specialized consulting and brokerage services exclusively to the lodging, convention, and gaming industries, including real estate and business valuations, market impact and feasibility studies, litigation support and investment analysis.
- LLL Hotels, Seattle, WA - 2007 to 2009 - Senior Vice President - Led the Pacific Northwest office for the hospitality real estate investment services firm.
- Wyndham Vacation Ownership, Seattle, WA - 2002 to 2007 - Vice President, Acquisitions \& Development - Responsible for real estate acquisitions and development in the Western US for the world's largest vacation ownership resort developer, marketer and manager.
- Starwood Hotels \& Resorts, Seattle, WA - 1995 to 1999 - Director of Development Responsible for Starwood's growth through new development, acquisitions, and procuring management and franchise agreements.
- Hospitality Valuation Services (HVS), San Francisco, CA - 1991 to 1995 - Senior Vice President - Managed staff, sold engagements, performed and oversaw consulting/valuation assignments for this international real estate consulting firm specializing in the hospitality, leisure, and gaming industries.
- Prior Experience, San Diego, California - Senior hospitality/real estate consulting positions with Kenneth Leventhal \& Co and PKF Consulting. Hotel management positions with IHG.


## Professional Designations

MAI - Appraisal Institute
Certified General Real Estate Appraiser (\#1100330) - Washington
Certified General Real Estate Appraiser (\#AG002368) - California
Certified General Real Estate Appraiser (\#CG. 200002052) - Colorado
Certified General Real Estate Appraiser (\#31829) - Arizona Certified General Real Estate Appraiser (\#9167156-CG00) - Utah Certified General Real Estate Appraiser (\#1205076388) - Michigan Certified General Real Estate Appraiser (\#C001451) - Oregon Certified General Real Estate Appraiser (\#CGA-1513-0) - Hawaii Principal Broker (\#9167156-PB00) - Utah

## Education

University of San Diego
School of Business, Masters of Business Administration
Washington State University
School of Hotel Administration, Bachelor of Arts

## Appraisal Institute

Completion of all coursework required for MAI designation and continuing education

## Appearance as a Lodging Expert Witness

- Board of Property Tax Appeals, Municipality of Anchorage, Anchorage (testimony)
- Michigan Board of Tax Review, Detroit (deposition)
- Indiana Board of Tax Review, Indianapolis (deposition and testimony)
- United States District Court, District of Oregon (deposition)
- United Sates Bankruptcy Court, District of Pennsylvania (deposition and testimony)
- United States Bankruptcy Court, District of Arizona (deposition, trial preparation)
- United States Bankruptcy Court, District of Arizona (deposition and testimony)
- United States Bankruptcy Court, Western District of Texas (deposition, trial preparation)
- United States Bankruptcy Court, District of Washington (deposition and testimony)
- Superior Court of California, County of San Diego (expert witness for arbitration)


## Examples of Corporate and I nstitutional Clients Served

ACORE Capital, AIG, Bancaja, Bancplus, Bank of America, Bank of the West, Blum Capital, Caixa Galicia, Caixanova, China State Construction Engineering Corporation Limited, C-III Asset Management, CIM Group, Citibank, Cox, Castle \& Nicholson, LLP, Deutsche Bank, Fuji Bank, Goldman Sachs, Great Western Bank, Haglund, Kelley, Horngren Jones \& Wilder, LLP, Hall Structured Finance, Herrick, Feinstein, LLP, InterContinental Hotel Group, JP Morgan Chase, Latham \& Watkins, Lodging Capital Partners, Luce, Forward, Hamilton \&

Scripps, Marriott Corporation, Mosaic Real Estate Investors, M\&T Bank, New York Life Insurance Co., Nomura Securities, Olympic Real Estate Investors, Pacific Western Bank, Prudential Real Estate Investors, SBE Entertainment Group, Silverpeak Argentic, Starwood Capital, Starwood Hotels \& Resorts, Sumitomo Bank, Union Bank, United Technologies, University of Washington, U.S. Bank, Walton Street Capital, Wells Fargo Bank, Wyndham Worldwide, Yasuda Trust and Banking Co., Ltd.

# Partial List of Market Studies and Appraisals of Lodging Facilities by Mark Lukens, MAI 

ALASKA
Sheraton Anchorage, Anchorage
Dukes Hotel, Anchorage
Alyeska Resort, Girdwood
Hotel Captain Cook, Anchorage
Barratt Inn, Anchorage
Marriott, Anchorage
Alpine Lodge, Fairbanks

## ARIZONA

Hilton Tapatio Resort, Phoenix InnPlace Hotel, Phoenix Pt. South Mountain Resort, Phoenix
Country Inn \& Suites, Scottsdale
Resort Suites, Scottsdale
Scottsdale Princess, Scottsdale
Hotel Tempe, Tempe
Lodge on the Desert, Tucson
Resort Hotel, Tucson
Radisson Suites Hotel, Tucson
Westin La Paloma, Tucson

## CALI FORNI A

Proposed Hotel Indigo, Arcadia
Shattuck Hotel, Berkeley
Peninsula Hotel, Beverly Hills
Crown Sterling Suites, Burlingame
Calistoga Ranch, Calistoga, CA Dr. Wilkinson's Spa, Calistoga, CA
Four Seasons Resort, Calistoga, CA
Cambria Pines Lodge, Cambria
Best Western Fireside Inn, Cambria
Olympic Resort Hotel, Carlsbad
Proposed Four Seasons Hotel, Carlsbad
Otay Valley Inn, Chula Vista
Loew's Hotel, Coronado
Le Meridien Hotel, Coronado
Red Lion Hotel, Costa Mesa
Ritz-Carlton, Laguna Niguel
Hilton Del Mar, Del Mar
Grand Del Mar, Del Mar
L'Auberge Del Mar, Del Mar
El Rancho Hotel, Davis
Singing Hills Resort, El Cajon
Fairfield Inn, El Segunda
Aloft, El Segunda
Holiday Inn Express, Elk Grove
Days Inn, Emeryville
Proposed Resort Hotel, Encinitas
Chateau Inn, Fresno
Proposed Hampton Inn, Fresno
Picadilly Inn, Fresno
Marriott Suites, Fullerton
Proposed aloft Hotel, Glendale Dream Hotel, Hollywood
Proposed CitizenM, Hollywood Godfrey Hotel, Hollywood La Jolla Marriott, La Jolla Hyatt Regency Aventine, La Jolla
La Jolla Embassy Suites, La Jolla
La Jolla Shores Inn, La Jolla
Long Beach Marriott, Long Beach
Queen Mary, Long Beach
Century City Inn, Los Angeles
Marina del Rey Suites, Los Angeles
Days Inn-LAX, Los Angeles
LAX Airport Hilton, Los Angeles Nomad Hotel, Los Angeles Proposed CitizenM, Los Angeles Proposd Line Hotel, Los Angeles Radisson Hotel, Los Angeles

SLS Hotel, Los Angeles
Garland Hotel, Los Angeles
Surfrider Hotel, Malibu
Proposed Luxury Hotel, Menlo Park
Proposed Quality Suites, Millbrae
San Ysidro Ranch, Montecito
Proposed Cambria Hotel, Napa
Stanly Ranch, Napa
Marriott, Newport Beach
Marriott Suites, Newport Beach
Marriott Courtyard, Oakland
Marriott City Center, Oakland
Radisson, Oakland
Resort at Squaw Creek, Olympic Valley
Embassy Suites, Ontario
Red Lion Hotel, Ontario
Hilton, Ontario
Proposed Residence Inn, Palm Desert
Ace Hotel, Palm Springs
Hard Rock Hotel, Palm Springs
Renaissance Hotel, Palm Springs
Holiday Inn, Palm Springs
Proposed Thompson, Palm Springs
Karaoke Pensione, Palm Springs
Quality Suites Hotel, Pismo Beach
Doubletree Hotel, Rancho Bernardo
Proposed Cambria Hotel, Rohnert Park
Hampton Inn, Riverside
Mission Inn, Riverside
Ramada Hotel, Riverside
Comfort Inn, Sacramento
El Rancho Hotel, Sacramento
Howard Johnson's, Sacramento
Westin Hotel, Sacramento
Proposed Resort Hotel, Sand City
Marriott Courtyard, San Diego
Otay Valley Inn, San Diego
Old Town Comfort Inn, San Diego
Hotel Solamar, San Diego
Hanalei Hotel, San Diego
Hilton Mission Bay, San Diego
Hilton Gaslamp, Sa Diego
Paradise Point Resort, San Diego
Ramada Downtown, San Diego
Old Town Ramada, San Diego
La Costa Golf Courses, San Diego
La Costa Hotel \& Spa, San Diego
Park Manor Hotel, San Diego
Sheraton - Torrey Pines, San Diego
Harbor Island Marina, San Diego
Hampton Inn, San Diego
Horton Grand Hotel, San Diego
La Quinta, San Diego
Marriott Hotel, San Diego
Downtown Budget Motel, San Diego
Town and Country Hotel, San Diego
Residence Inn, San Diego
Del Mar Doubletree, San Diego
Torrey Pines Inn, San Diego
Omni Hotel, San Diego
Proposed Guest Quarters, San Diego
Proposed AC Hotel, San Diego
Red Lion Hotel, San Diego
Marriott Suites Hotel, San Diego
Mira Mesa Ramada, San Diego
Mission Valley Inn, San Diego
Radisson Hotel, San Diego
US Grant Hotel, San Diego
Ramada Limited, San Diego
Comfort Suites, San Diego
Howard Johnson's Hotel, San Diego

Catamaran Hotel, San Diego
Prava Hotel, San Diego
Staybridge Suites, San Diego
Torrey Pines Inn, San Diego
City Club Hotel, San Francisco
Fairmont Hotel, San Francisco
King George Hotel, San Francisco
San Francisco Hilton, San Francisco
Holiday Inn, San Francisco
Olympic Golf Club, San Francisco
Pan Pacific Hotel, San Francisco
Proposed CitizenM, San Francisco
Hotel Union Square, San Francisco
Ritz-Carlton, San Francisco
Proposed Golf Resort, San Luis Obispo
Twin Oaks Golf Course, San Marcos
El Encanto Hotel, Santa Barbara
Proposed Courtyard, Santa Barbara
Ritz-Carlton, Santa Barbara
Proper Hotel, Santa Monica
Georgian Hotel, Santa Monica
Holiday Inn, Santa Monica
Shutters Hotel, Santa Monica
Palihouse, Santa Monica
Days Inn, Seaside
Simi Valley Best Western, Simi Valley
Crown Sterling Suites, San Francisco
Residence Inn/Fairfield, San Jose
Hilton, Santa Clara
Alila Napa Valley, St. Helena
Proposed Hall Winery Hotel, St. Helena
Proposed Hilton Garden Inn, Sunnyvale
Temecula Creek Inn, Temecula
Holiday Inn - Union City, Union City
J ames Hotel, West Hollywood
Marriott Hotel, Woodland Hills
Bardessono Resort, Yountville
Hotel Yountville, Yountville

## COLORADO

Holiday Inn Aurora, Aurora
Great Divide Hotel, Breckenridge
The Village Hotel, Breckenridge
Le Baron Hotel, Colorado Springs
Crested Butte Sheraton, Crested Butte
Proposed Timeshare Resort, Granby
Proposed Timeshare Resort, Keystone
Proposed Kindred Resort, Keystone
The Peaks Resort, Telluride
Sonnenalp Hotel, Vail
Four Seasons, Vail
Grand Hyatt, Vail

## FLORIDA

Marriott Courtyard, Boynton Beach
Marriott Courtyard, Bradenton
Holiday Inn Gulfview, Clearwater Beach
Holiday Inn Surfside, Clearwater Beach
Marriott Courtyard, Coral Springs
Holiday Inn - North, Ft. Lauderdale Holiday Inn - Airport, Ft. Lauderdale Holiday Inn - Beach, Ft, Lauderdale
Marriott Hollywood Beach, Hollywood
Marriott Courtyard, Jensen Beach
J upiter Beach Resort, J upiter
Sheraton Suites, Key West
Proposed SLS Hotel, Miami Beach
Eden Roc Hotel, Miami Beach
Holiday Inn, North Miami
SpringHill Suites, Tampa
Harborside Resort, Tampa Bay

Hilton Longboat Key, Longboat Key Airport Regency Hotel, Miami
EuroSuites Hotel, Miami
Marriott Courtyard, Naples Holiday Inn, Port St. Lucie Holiday Inn Lido Beach, Sarasota

## HAWAII

Fairmont Orchid, Hawaii
Doubletree Resort, Hawaii
Kiahuna Plantation, Kauai
Marriott Kauai, Kauai
Coco Palms Resort, Kauai
Marriott Courtyard, Kauai
Grand Wailea Resort, Maui
Proposed Resort Hotel, Maui
Ambassador Hotel, Oahu
Waikiki Sands Villa, Oahu
Aqua Continental Hotel, Oahu
Aqua Wave Hotel, Oahu
Queen Kapiolani, Oahu
Hotel Renew, Oahu

## I DAHO

Proposed Hotel, Coeur d'Alene
Red Lion at the Falls, Idaho Falls
Nob Hill Inn, Ketchum

## ILLINOIS

Westin Michigan Ave., Chicago
Dana Hotel, Chicago
Embassy Suites, Deerfield
Holiday Inn, Elgin
Crowne Plaza, Northbrook
InterContinental Hotel, Rosemont
Best Western, Rockford
Holiday Inn Express, Springfield

## I NDI ANA

Wyndham Garden Hotel, Indianapolis
Ameristar Casino, East Chicago
Belterra Casino Resort, Florence
Rising Star Casino, Rising Sun
Holiday Inn Express, La Porte
Holiday Inn Express, Portage
Holiday Inn Express, Mishawaka
Holiday Inn Express, Howe
Holiday Inn Express, Fremont
Holiday Inn Express, Warsaw
Country Inn \& Suites, Mishawaka

## KANSAS

Marriott Hotel, Kansas City
Emerald City Resort, Kansas City

## MAI NE

Holiday Inn Express, Portland
Marriott Sable Oaks, Portland

## MARYLAND

Harbor Court Hotel, Baltimore
Proposed Westin Hotel, Baltimore
Holiday Inn, Collage Park

## MASSACHUSETTS

Marriott Courtyard, Boston
Ocean Edge Resort, Cape Cod
White Elephant Hotel, Nantucket

## MI CHI GAN

The Townsend Hotel, Birmingham Double J Ranch, Rothbury
Holiday Inn, Traverse City
MGM Grand Hotel \& Casino, Detroit

## MI SSOURI

Fairfield Inn, Joplin
Hampton Inn, Joplin

## MONTANA

Sheraton Hotel, Billings
Holiday Inn, Missoula
Rainbow Ranch Lodge, Big Sky
Red Lion Inn, Missoula
Comfort Inn, Red Lodge

## NEVADA

Holiday Inn Express, Henderson
Bourbon Street Hotel, Las Vegas
Las Vegas Grand, Las Vegas
Harrah's, Las Vegas
Paris, Las Vegas
Rio, Las Vegas
The Drew, Las Vegas
Tropicana Resort, Las Vegas
Proposed Cambria Hotel, Las Vegas
Hooters Hotel \& Casino, Las Vegas
Harrah's, Laughlin
Marriott Courtyard, Sparks

## NEW HAMPSHIRE

Marriott Wentworth, New Castle
Residence Inn, Portsmouth
NEW JERSEY
Marriott Courtyard, Cranbury

## NEW MEXICO

Marriott Hotel, Albuquerque
Proposed Homewood Suites, Santa Fe
Plaza Real Hotel, Santa Fe

## NEW YORK

Beekman Hotel, New York
Dylan Hotel, New York
Eastgate Plaza Hotel, New York
Proposed Ritz-Carlton, New York
Setai Hotel New York
The Palace Hotel, New York
United Nations Plaza Hotel, New York
Proposed Timeshare Project, New York

## OREGON

Red Lion, Astoria
Oxford Hotel, Bend
Pine Ridge Inn, Bend
Red Lion Inn, Bend
Red Lion Inn, Coos Bay
Red Lion, Eugene
Sleep Inn, Eugene
Valley River Inn, Eugene
Salishan Lodge, Gleneden Beach
Crowne Plaza, Lake Oswego
Red Lion Hotel, Medford
Hilton Hotel, Portland
Hotel 50, Portland
Columbia River Red Lion, Portland
Red Lion Lloyd Center, Portland
Red Lion- Downtown, Portland
Comfort Suites, Springfield
Red Lion Hotel, Springfield
Sunriver Resort, Sunriver
Crosswater Golf Course, Sunriver
Resort at the Mtn., Welches

## PENNSYLVANIA

Quality Inn, Dubois
Holiday Inn, Warren

## SOUTH CAROLI NA

Westin Hilton Head, Hilton Head Marriott Courtyard, Myrtle Beach

SOUTH DAKOTA
Country Inn \& Suites, Sioux Falls

TEXAS
Proposed Summerfield Suites, Dallas
Timeshare Resort, North Padre Island Holiday Inn Riverwalk, San Antonio Timeshare Resort, San Antonio
Riverwalk Hotel \& Suites, San Antonio
St. Anthony Hotel, San Antonio
Westin La Cantera, San Antonio

## UTAH

Homestead Resort, Midway
Proposed Timeshare Resort, Midway
Ascent Hotel, Park City
Marriott Hotel, Park City
Grand Summit Hotel, Park City
Proposed Westin Resort, Park City
Pendry Hotel, Park City
Doubletree Hotel, Park City
Proposed Hotel, Provo
Proposed Tempo Hotel, Salt Lake City
Doubletree Hotel, Salt Lake City
Proposed Westin Hotel, Salt Lake City
Proposed Auberge Resort, Wanship
VERMONT
Ascutney Mtn. Resort, Brownsville

## WASHI NGTON

Proposed Morck Hotel, Aberdeen
Proposed Hotels, Auburn
Best Western Heritage Inn, Bellingham
Comfort Inn, Bellingham
Hampton Inn, Bellingham
Proposed Cambria Hotel, Bellevue
Proposed Hotel, Bellevue
Hampton Inn, Bellevue
Fairfield Inn, Bellevue
Quality Suites, Bellingham
Crossland Suites, Kent
Totem Lake Hotel, Kirkland
Embassy Suites, Lynwood
Proposed Hotel, Maple Valley
Proposed La Quinta, Marysville
Proposed Hotel, Mercer Island
Ocean Crest Inn, Moclips
Deer Harbor Resort, Orcas Island
Rosario Resort, Orcas Island
Red Lion Hotel, Pasco
Crossland Suites, Puyallup
Hyatt Regency Lake Washington, Renton
Hampton Inn, Sea-Tac
Cedarbrook Lodge, Sea-Tac
Graduate Hotel, Seattle
Hilton Garden Inn, Seattle
Fairmont Olympic Hotel, Seattle
Proposed CitizenM Westlake, Seattle
Proposed CitizenM Pioneer Sq., Seattle
Proposed Residence Inn ID, Seattle
Proposed Hotel ID District, Seattle
Proposed Hotel at Pike Place, Seattle
Proposed Boutique Hotel, Seattle
Residence Inn Conv. Ctr., Seattle
Proposed Tempo Hotel, Seattle
Hotel Theodore, Seattle
Lakedale Resort, San Juan Island
Ridpath Hotel, Spokane
Crossland Suites, Spokane
Fairfield Inn, Spokane
Residence Inn, Spokane
Skamania Lodge, Stevenson
Holiday Inn Express, Tacoma
Tacoma Sheraton Hotel, Tacoma
Crossland Suites, Tacoma
Comfort Inn, Tukwila
Embassy Suites, Tukwila
Proposed Tru by Hilton, Vancouver
Red Lion Hotel, Vancouver

## WASHI NGTON D.C.

Marriott Wardman Park
Renaissance Hotel

## WI SCONSIN

Wyndham Garden Hotel, Brookfield

## WYOMI NG

Timeshare Resort, West Yellowstone

## I nternational

## CANADA

Banff Rocky Mountain Resort, Banff
Residence Inn, Canmore, AB
Beach Hotel, Harrison Hot Springs, BC
Long Beach Lodge, Tofino, BC
Terminal City Hotel, Vancouver, BC
Sundial Lodge, Whistler, BC

## COSTA RICA

Occidental Grand Papagayo, Liberia

## MEXICO

Hotel Palmilla, San Jose del Cabo
Fractional Resort, Cabo San Lucas Holiday Inn Express, Ciudad Juarez
Allegro Cozumel, Cozumel
Holiday Inn, Hermosillo
Crown Pacific Hotel, Huatulco
Proposed Timeshare Resort, Mazatlan
City Suites El Angel, Mexico City
Hilton Reforma, Mexico City
Hotel Nikko, Mexico City
Holiday Inn Centro, Monterrey
Holiday Inn Fundidora, Monterrey
Holiday Inn Tecnologico, Monterrey
Holiday Inn Express, Monterrey
Mixed-Use Development, Monterrey
Holiday Inn Centro, Monterrey
Dreams and Secrets, Puerto Vallarta

## PANAMA

Veneto Hotel and Casino, Panama City

APPELLATION

November 4, 2022
Morgan Landers
Senior Planner
City of Ketchum
Department of Planning and Building
P. O. Box 2315

Ketchum, ID 83340

## Dear Morgan:

Good afternoon. Jack Bariteau, Managing Member of Harriman Ketchum Hotel, LLC, ("HKHLLC") and Andy Blank and his family, as principal investor and majority owner of HKHLLC, have requested our assistance in corresponding with the city to describe our vision for managing, operating and marketing The Harriman Hotel and Residences under the Appellation Hotels banner.

This communication is intended to clearly outline how the proposed residential condominium rental program at the Appellation Sun Valley will be promoted and managed to maximize its presence and high quality of physical improvements to the local community while generating benefits derived from rental of the hotel's guest accommodations and inspired food and beverage offerings to various key stakeholders including:

- The Residence Owner
- The Hotel Operator - Appellation Hotels
- The Hotel Ownership - Harriman Ketchum Hotel, LLC
- The City of Ketchum and other Ketchum businesses

Appellation is very familiar with this type of product offering/program, having been involved with other projects in the past that provide a similar rental income opportunity to participating hotel residential owners that can increase the overall operating performance and long-term success of the hotel.

## The Appellation Sun Valley Residential Rental Program

The residential rental program will function as follows:

1. Participation: All residential owners will have the opportunity to voluntarily participate in the rental program - this is an opt-in, voluntary program for the Owner.

## APPELLATION

2. Operator: The program will be managed by the operator - Appellation Hotels providing a more residential-like accommodation that includes access to all hotel amenities, services, and benefits to the guests that elect under our marketing program to choose to rent these residences.
3. Sales and Marketing: Each Participating Owner's residence regardless of its size and bedroom count will be promoted in parallel and equally to all other guestrooms and suites that make up the 73 hotel guest rooms (and 6 lock-off rooms that may be a part of the participating unit either in whole or in part, as made available by the Participating Owner and through Appellation Hotel's management and overall hotel guest room and suite rental program. The availability and offering of private participating residences in hotels with full-service offerings are a robust part of the hotel industry, particularly in mountain resort markets. The rental rates for residences can and more often do exceed the rental rates of single guest rooms and are highly sought after by families who wish and prefer to travel and entertain in a residence environment with full kitchen, dining and living space while having accessibility to use hotel services and amenities. Participation in the hotel rental program will be encouraged, but cannot be required by hotel ownership, in its sales and marketing of the for-sale residences. Comparable mountain resort hotels with similar residences have historically seen high levels of participation in hotel rental programs on a voluntary basis and we expect similar participation in the Ketchum property.
4. Maintenance: The participating residential inventory will be managed by Appellation including responsibility for promoting and renting the residences, maintaining the overall hotel building and residences (when renting units on a daily or longer basis) and ensuring that they are maintained at the highest lodging standard. A Homeowner's Association will be formally established by hotel ownership to have overall control of the entire building and exterior, structural and all common areas of the Project servicing the hotel and all privately owned condominium residences. A Preliminary Plat and draft CC\&R's will be prepared for City Review and approval usually once the final building plans are prepared for submittal for building permit. Rules and Regulations will also set for the operation of the hotel under Appellation 's hotel management agreement. Voting control of the HOA will rest with the hotel ownership and Appellation in order that the hotel can be maintained, refreshed and upgraded over time as needed.
5. Turnkey Solution: Beyond the obvious financial benefits to the residential owner who will receive a pro-rata share of the net monthly rental income, the rental program for participating owners provides a one stop, turnkey solution to the participating owner through Appellation's marketing, promoting, renting (including vetting and all communications with the renter) and all or any questions that may arise with the renter during its occupancy period. In addition, the buyer profile of hotel condominium residences may not often be a full-time resident and values the net rental income the Owner receives as an extremely attractive offering and benefit of ownership as this rental participation will more often than not offset standard carrying costs of their residence


APPELLATION
including real estate taxes individually assessed against their condominium ownership, separately metered utilities, homeowner association dues and other normal costs of such ownership type.
6. Financial Mechanics: The financial mechanics of the revenue share are intended to be, as previously outlined in the communication to Suzanne Frick from Andy Blank on behalf of the hotel ownership, structured whereby the revenue associated with the specific participating rental unit at the end of the month, would be shared $50-50$ between participating residence owner and the hotel operator, after normal operating deductions such as maintenance, housekeeping, credit card fees, reservations expenses, etc. are deducted. This formula is very common and standard in the hospitality business. Participation in the hotel rental program will be bound by contractual agreement between the residence owner and Appellation and no outside third-party management agency or marketing entity will be permitted.
7. Enhanced Offering: For Appellation as the hotel operator, an active residential rental program allows the hotel to attract a broader base of customers who quite often are looking for a larger more residential offering - a steadily growing segment we see in the upper upscale and luxury side of the hotel business. There is a growing trend for more and more family travel, multi-generational travel, customers who seek a more residential offering but with all the amenities of a hotel, and couples traveling together or who wish to easily entertain through use of the hotel's multifaceted food and beverage program. Additionally, more and more hotels being built today in resort destinations such as Ketchum have realized the importance of this hotel residential offering as a key part of attracting travelers that otherwise would be unaccommodated in the destination, thus diverting to other mountain resort destinations that readily offer this type of accommodation.

Appellation Hotels, based on historical experience, fully expects to see a highly attractive and active residential rental program in the downtown Ketchum location. We view this as a win-win for all stakeholders including the residential unit owner, the hotel owner, the hotel operator, and the City of Ketchum. In addition to the incremental and new Local Option Tax generated from hotel rooms and participating residences in the hotel program, Local Options Tax will be generated from the sale of alcoholic beverages from the hotel's dining room and bar and ancillary areas such as the pool terrace and room service. Hotels located in a walkable downtown area such as Ketchum $\overline{\overline{1}}$ have been shown to also generate additional incremental dollars spent by hotel guests and hotel residence owners at easily accessible retail and food service businesses. Very importantly, this allows Appellation to capture a broader swath of hotel guests, food and beverage customers and special event planners, who are looking to come to Ketchum, that otherwise would be unaccommodated.

Please feel free to let us know if you need additional information beyond what has been outlined above. We look forward, along with an exceptional hotel ownership group of which we are also an investor, to bringing our unique, community focused Appellation Hotels management experience and style to life by late 2024 to early 2025. Appellation Hotels looks forward to becoming an integral, vibrant, community oriented, inclusive member of your community.

Sincerely,

## Christopher BA/unsberger

## Christopher B. Hunsberger

Chief Operating Officer and Co-Founder
Appellation Hotels

CC: Matthew Johnson, City Attorney
Edward Lawson
Justin Jones
Andy Blank
Jack Bariteau


## Observatory Options

Project: Harriman Hotel<br>Ketchum, Idaho

April 23, 2020
Version: 1.0
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## INTRODUCTION

Observatory Solutions specializes in professional observatory solutions for astronomy enthusiasts. We provide observatory project management services - from determining observatory and equipment through sales, installation, and hands-on training.

## WHAT WE DO

We've successfully managed over 50 observatory project installations across the U.S. and the world, developing customized solutions that integrate site design, observatory style, and equipment configuration. Our goal is to manage the observatory project from start to finish, providing a turnkey solution for our customers.

## SALES

We are an authorized dealer for quality observatories, telescopes, mounts and piers. Our team works closely with manufacturers and vendors to schedule and coordinate delivery dates for your observatory project according to your construction timeline. The observatory workflow process generally takes several months, so be sure to contact us during your initial concept phase or the very beginning of your observatory project so we can do our best to complete your installation by your expected target date.

## CONSULTING

With our knowledge and expertise in this highly specialized field, we can advise you on your observatory site, dome or roll-off roof selection, and telescope equipment. We can also assist you with remote viewing and astrophotography.

We also have the construction experience to team with your architect or builder. We perform physical site reviews and construction plan reviews to ensure that building specifications meet appropriate requirements for the observatory and telescope system that will be installed.

## DESIGN

We provide general modeling of the observatory to ensure the desired equipment works within the space, to calculate offsets and height for the telescope pier and to determine the rough dimensions for the observatory structure. We maintain 3D models of the products we sell which allows us to provide accurate measurements to architects and builder. It also gives the customer a feel for the observatory when finish and helps us prepare for a smooth
 installation of observatory and equipment.

## INSTALLATION \& TRAINING

We provide supervision and guidance of your crew to properly assemble the dome and install the electronic components. We thoroughly test the dome, making sure the rotation and shutter operate smoothly in both manual and mechanized modes. We also install the pier, mount, and telescope, and perform a rough polar alignment of the system before the telescope is mounted. Once the telescope is installed, we test the entire system and complete the final polar alignment. We can also test the dome's automation software and its integration with your telescope system.

We offer personalized on-site training that includes how to operate and maintain your dome, and how to use your telescope and accessories, including astrophotography equipment.

## OBSERVATORY REFERENCE SITES

Below are selected customers where Observatory Solutions has or is providing complete project management services. A broader list of projects is at: http:// www.observatorysolutions.com/projects.php

## PRIVATE RESIDENCE, UTAH, USA

The observatory was part of new home construction that started in 2016. The observatory consists of a 24.5' Ash dome and a PlaneWave 1meter telescope. The Ash dome was installed in November 2017 and the telescope installed in November of 2018.

Observatory Solutions Project Page: https:// www.observatorysolutions.com/projects/jcut.php


## AMERICAN PUBLIC UNIVERSITY

The American Public University System (APUS) project was completed in August, 2015. This project includes a 22.5' Ash Dome, PlaneWave CDK24 ( 0.61 m ) telescope, PlaneWave A200 German Equatorial Mount, custom designed pier by Observatory Solutions, dome automation through Observatory Solutions, Santa Barbara Instruments Group (SBIG) 16 megapixel CCD camera with 7 position filter wheel and off-axis
 guider and a SBIG 8.3 megapixel CCD with 8 position filter wheel.

Observatory Solutions Project Page: https://www.observatorysolutions.com/projects/apus.php

## VENDOR EXPERIENCE

Observatory Solutions is a dealer for, and has extensive product knowledge of, the following vendors:

Ash Dome: We have extensive knowledge of Ash Dome assembly, operation and their automation system. We have been selling and installing Ash Domes for over 5 years.

PlaneWave Instruments: We have installed and configured PlaneWave telescopes ranging from the CDK14 ( 0.36 m ) to the CDK1000 ( 1.0 m ), as well as their L-Series mounts. We have expertise with PlaneWave telescope and mount control software and can align the optics on any PlaneWave telescope. We have been selling and installing PlaneWave equipment for over 10 years.

AstroSysteme (ASA): Observatory Solutions is an authorized dealer for all ASA products and has experience in installing and configuring their mounts and telescopes.

Software Bisque: Observatory Solutions is an authorized dealer for all Bisque mounts and piers and has extensive experience in installing and configuring their mounts and software.

Santa Barbara Instruments Group (SBIG): Observatory has extensive knowledge of SBIG CCD cameras, filter wheels, off-axis guiders and the software for operating the cameras.

## OBSERVATORY

## ASH DOME

Ash Dome is one of the most trusted names in dome observatories and tracking instrument shelters. With over 60 years of being in business, Ash Dome can be found all over the world. All Ash Domes are built to customer specifications before being shipped to the observatory site. An example an Ash Dome is shown to the right.


## ASH DOME MODEL "R"

This model is for the 8 ' to $16^{\prime} 6^{\prime \prime}$ size domes. The standard motors are $110 / 120 \mathrm{v}, 60$ cycle, single phase with optional 220/230v, 50/60 cycle, single phase. There is a single azimuth (rotation) motor, an upper shutter motor and a motor for the drop-out lower shutter.

## ASH DOME INSTALLATION LOGISTICS

There are two dome installation methods: In Place and On the Ground.
In Place: This installation method is typically used on smaller domes and where there is easy access to the dome base ring and the top of the arches and shutter from both the interior and exterior. The photo to the right shows a 12' 6" dome assembly. Base ring and exterior was from the flat roof. A temporary floor was built inside the dome allowing interior access by ladders and scaffolding.


On the Ground: This installation method is typically used on larger domes and where exterior and interior access is difficult or unsafe. The picture to the right shows a $24^{\prime} 6 "$ dome being craned into position on top of the observatory. The top of the silo was over 40' above the ground, making scaffolding on the outside impossible. The dome was assembled on series of jack on the ground. Due to the size of the dome, scaffolding was needed inside the dome during assembly and sky lift were needed to access outside areas of the dome during weather sealing.

For domes 18' 6" and larger, lifting plates are attached to the dome base ring. These plates are removed after the dome is craned into place.


## MODEL "R" DOME COSTS

| Description | Qty | Cost (\$) | Total (\$) |
| :--- | ---: | ---: | ---: |
| 14' 6" Ash Dome |  |  |  |
| Ash Dome: Size: 14' 6"; Type: R; Model: REB; Electric Drop-out lower <br> shutter; Motorized upper shutter; Electrical slip rings; Automation <br> System | 1 | $\$ 53,840$ | $\$ 53,840$ |
|  | SUBTOTAL: |  |  |
| Shipping (ESTIMATE) | TOTAL: |  |  |
|  | Down Payment (50\% of SUBTOTAL): |  |  |
| Lead Time: 3-4 months |  |  | $\$ \mathbf{\$ 5 7 , 0 0 0}$ |
|  |  |  |  |

## MODEL "R" DOME INSTALLATION

| Description | Total (\$) |
| :---: | :---: |
| Dome Installation \& Testing |  |
| Ash Dome Installation Supervision: This cost is for supervising and guiding the assembly of the observatory dome. Observatory Solutions will have one person on site to guide non Observatory Solutions workers in the assembly of the dome and that person will also assist in the dome assembly. Installation time is $3-5$ days. This quote includes: <br> Supervision and guidance of at least three (3) people to assemble the observatory dome at the observatory site. These people will be provided by the company doing the main construction or one of its subcontractors. These resources will be needed for 3-4 days. <br> Phone consultation and document review with architects and/or building contractors prior to dome assembly to ensure that the observatory site is properly constructed and prepared to accept the domes. <br> - Complete list of tools and materials needed to assemble the dome <br> - Manufacturer diagrams of the dome as it relates to attaching the dome to the observatory building <br> This price does not include: <br> . The cost of the workers that will be assisting in the assembly of the dome <br> . Additional equipment, such as anchor bolts, scaffolding and lifts, that will be needed to assemble and install the dome | \$5,800 |
| Estimated general travel expenses: Airfare, hotel, food, etc. | \$3.500 |
| TOTAL: | \$9,300 |

## MAIN TELESCOPE

## TELESCOPE SYSTEM

The Telescope System consists of the Telescope Mount and Optical Tube. There are two main categories: Alt-Azimuth (Alt-Az); and Equatorial Alt-AZ.

Alt-Az mounts allow a telescope to move up-down and leftright. This movement is parallel and perpendicular to the horizon, making this mount intuitive to point, leaving the eyepiece in a convenient position, and making it well-suited for smaller/tighter observatories.


The equatorially mounted Alt-Az places the mount on a wedge. The equatorial setup has its axes aligned with Earth's rotation, allowing easy automatic tracking of the night sky. Since this setup follows the circular movement of objects in the sky, they are a preferred platform for astrophotography.

Pictures to the right, top to bottom:

- PlaneWave Alt-Az mount with PlaneWave telescope

PlaneWave Alt-Az setup on a wedge


This section covers the following telescope options:

- PlaneWave CDK14 telescope with PlaneWave L-350 mount
- PlaneWave CDK17 telescope with PlaneWave L-500 mount
- PlaneWave CDK20 telescope with PlaneWave L-500 mount

All options include attaching the PlaneWave mount to an equatorial wedge for precise polar alignment and tracking accuracy.

## TELESCOPE OFFSET

For the PlaneWave mounts on a wedge, the telescope pier will be offset from the dome center. The offset will be to the north if the installation is in the southern hemisphere. The offset depends on the system chosen latitude of the installation.


## PLANEWAVE CDK125 / L-350 SYSTEM

| Description | Qty | Cost (\$) | Total (\$) |
| :---: | :---: | :---: | :---: |
| PlaneWave CDK125 (12.5") Telescope | 1 | \$10,490 | \$10,490 |
| PlaneWave L-350 Direct Drive Mount | 1 | \$10,000 | \$10,000 |
| EFA Focuser Accessory | 1 | \$800 | \$800 |
| Delta-T Heater | 1 | \$650 | \$650 |
| Visual Adapter | 1 | \$160 | \$160 |
| SUBTOTAL: |  |  | \$22,100 |
| Crating |  |  | \$600 |
| Shipping (ESTIMATE) |  |  | \$900 |
| TOTAL: |  |  | \$23,600 |
|  |  |  |  |
| Additions for equatorial setup |  |  |  |
| Equatorial wedge for L-350 | 1 | \$2,000 | \$2,000 |
| Mounting Ring for wedge / L-350 mount | 1 | \$1,300 | \$1,300 |

## PLANEWAVE CDK14 / L-350 SYSTEM



## PLANEWAVE CDK17 / L-500 SYSTEM

| Description | Qty | Cost (\$) | Total (\$) |
| :---: | :---: | :---: | :---: |
| CDK400 package: CDK17 (17") Telescope plus L-500 Mount | 1 | \$40,000 | \$40,000 |
| Hedrick Fouser | 1 | \$1,000 | \$1,000 |
| EFA Focuser Accessory | 1 | \$1,000 | \$1,000 |
| Delta-T Heater | 1 | \$650 | \$650 |
| Visual Adapter | 1 | \$160 | \$160 |
| Ascend telescope balancing accessory | 1 | \$299 | \$299 |
| SUBTOTAL: |  |  | \$43,109 |
| Crating |  |  | \$7,100 |
| Shipping (ESTIMATE) |  |  | \$3,900 |
| TOTAL: |  |  | \$48,109 |
|  |  |  |  |
| Additions for equatorial setup |  |  |  |
| Equatorial wedge for L-500 | 1 | \$3,000 | \$3,000 |
| Mounting Ring for wedge / L-series mounts | 1 | \$1,600 | \$1,600 |

## PLANEWAVE CDK20 / L-500 SYSTEM

| Description | Qty | Cost (\$) | Total (\$) |
| :---: | :---: | :---: | :---: |
| CDK-500 package: CDK20 Quartz plus L-500 Mount | 1 | \$50,000 | \$50,000 |
| Hedrick Fouser | 1 | \$1,000 | \$1,000 |
| EFA Focuser Accessory | 1 | \$800 | \$800 |
| Delta-T Heater | 1 | \$650 | \$650 |
|  |  | \$160 | \$0 |
| Visual Adapter | 1 | \$140 | \$140 |
| Ascend telescope balancing accessory | 1 | \$299 | \$299 |
| SUBTOTAL: |  |  | \$52,889 |
| Crating |  |  | \$1,100 |
| Shipping (ESTIMATE) |  |  | \$3.900 |
| TOTAL: |  |  | \$57,889 |
|  |  |  |  |
| Additions for equatorial setup |  |  |  |
| Equatorial wedge for L-500 | 1 | \$3,000 | \$3,000 |
| Mounting Ring for wedge / L-series mounts | 1 | \$1,600 | \$1,600 |


| Description | Total (\$) |
| :--- | :---: |
| Telescope Installation, Configuration \& Testing |  |
| On Site Telescope Installation: Installation of the telescope piers; Polar alignment of <br> the telescope piers; Installation of the mounts; Installation of the telescopes; <br> Installation of focusers, cameras, secondary telescopes; Cabling all electronics on the <br> telescope system; Installing power components on the telescope system; Precise polar <br> alignment of the telescope system; Testing of the completed telescope systems. | $\$ 3,800$ |
| Observatory Solutions will require additional local labor to assist in the installation of <br> heavier components such as the telescope mount and main telescope. The cost of <br> local labor is not included in the costs shown to the right. |  |
| Additional equipment such as cranes / hoists will be needed to lift the main telescope <br> system into place. The cost of this equipment is not included in the costs shown to <br> the right. |  |
| Software installation and configuration; System and Automation testing; Development <br> of Observatory Documentation and On Site Training | $\$ \mathbf{\$ 2 , 8 0 0}$ |
| Estimated general travel expenses: Airfare, hotel, food, etc. | $\$ 3,500$ |

## OPTIONAL SECONDARY TELESCOPE

## SECONDARY TELESCOPE OVERVIEW

The long focal length of the main telescope makes it great for views of small and dim celestial objects such as planetary nebula, most galaxies and planets. But for larger objects such as the Orion Nebula (M42) and the Andromeda Galaxy (M31), a main telescope like the CDK14 has too much native magnification to fit the object into an eyepiece field of view. For this reason, a shorter focal length refractor like a Tele Vue NP1O1 can be paired with the main telescope for viewing large celestial objects and asterisms.

CDK14: Top right is the Orion Nebula and bottom right is the Andromeda Galaxy, both with a 31 mm wide field eyepiece. With this setup you can see most, but not all of the Orion Nebula, and only the central portion of the Andromeda Galaxy.

NP101: Below left is the Orion Nebula and below right is
 the Andromeda Galaxy, both with a 31 mm wide field eyepiece. With this setup you can see all of the Orion Nebula and the nearby Running Man Nebula and all of the Andromeda Galaxy and nearby M110.


## SECONDARY TELESCOPE COSTS

The rendering to the right shows a 5" refractor attached to the outside of the PlaneWave L-Series mount.


| Description | Qty | Cost (\$) | Total (\$) |
| :---: | :---: | :---: | :---: |
| 4" Refractor |  |  |  |
| Tele Vue NPIOlis (4") Refractor | 1 | \$4,000 | \$4,000 |
| Mounting rings | 1 | \$245 | \$245 |
| Dovetail adapters | 1 | \$300 | \$300 |
| Optional: Motorized focuser | 1 | \$650 | \$650 |
| Shipping (ESTIMATE) |  |  | \$150 |
|  |  |  | \$5,345 |
| 5" Refractor |  |  |  |
| Tele Vue NP127is (5") Refractor | 1 | \$7,000 | \$7.000 |
| Mounting rings | 1 | \$270 | \$270 |
| Dovetail adapters | 1 | \$300 | \$300 |
| Optional: Motorized focuser | 1 | \$650 | \$650 |
| Shipping (ESTIMATE) |  |  | \$150 |
|  |  |  | \$8,370 |

## ASTRONOMICAL CAMERAS

Cameras for astrophotography cover a very broad range. There are different sizes and different setups for producing a good looking photo of an object in space.

Astronomical cameras have historically been the "Cooled CCD" variety - Photos of the faint objects in the sky take a long exposure. During the day a photo might be hundredths of a second in duration, but at night the exposure length can be many minutes. The heat generated by long exposure affects the image, so cooling the sensor produces a better image.

CCD cameras are usually monochrome - Basically they take black \& white photos. To get color photos, a series of pictures are taken through colored filters and then combined. As an example, you could take 3 photos through the Clear, 3 through the Red, 3 through the Green, 3 through the Blue and then combine all 12 photos to produce the color photo.

CMOS astronomical camera are becoming mainstream - Having started out as high-speed planetary cameras they're increasingly being used for deep-sky imaging by photographers. We now have fully cooled cameras with full-frame sensors. The cost can be a fraction of that of a CCD camera. These camera have shorter imaging times and the ability to capture multiple images per second on bright objects like the moon and planets.

CMOS sensors come in color - A color sensor eliminates the need to capture multiple images through color filters, making the photo taking process simpler. But, color sensors have less sensitivity, so you may need longer exposures. And to get a quality photo, you will still need to take multiple photos and stack them together.

Camera sensors come in different sizes - The "megapixel" specification you have for normal camera sensors applies to CCD sensors as well. But, CCD sensors also come in different pixel sizes. So larger pixels combined with more "megapixels" covers a bigger area of the sky. Bigger pixels be usually better as they are less sensitive to the turbulence in our atmosphere.

Sensor size and telescope determines the Field of View - Telescopes are essentially big camera lenses and the characteristics of camera lenses applies to telescopes. Telescopes have long focal lengths which "magnifies" objects in the sky at the cost of the field of view. Most objects in the sky are small so field of view is less important, but for larger objects - such as the Orion Nebula which is about the size of the Moon - a smaller CCD sensor will not be able to capture the entire object.

## FIELD OF VIEW (FOV)

This section has Field of View simulations with different sensor sizes on a main telescope (CDK14) and a wide-field refractor (NP1O1). This will give you a general idea of of the image that can be captured with scope / camera setups. In the simulations, the colored boxes relate to the color coded sensor references below.

| Camera Options |  |  |  | Sky Coverage (arcminutes) per Telescope |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Camera | Megapixels | Sensor Size | Pixel Size | CDK14 FOV | NP101 FOV |
| CCD Sensors (non-color) |  |  |  |  |  |
| SBIG STX-16803 | 16.8 | $36.8 \mathrm{~mm} \times 36.8 \mathrm{~mm}$ | $9 \mu \mathrm{~m}$ | $49.4{ }^{\prime} \times 49.4^{\prime}$ | $234.2^{\prime} \times 234.2^{\prime}$ |
| SBIG Aluma 8300 | 8.3 | $18.0 \mathrm{~mm} \times 13.5 \mathrm{~mm}$ | $5.4 \mu \mathrm{~m}$ | $24.1^{\prime} \times 18.1{ }^{\prime}$ | $114.3^{\prime} \times 86.1^{\prime}$ |
| CMOS Sensors (color) |  |  |  |  |  |
| QHY-128C | 24 | $36.0 \mathrm{~mm} \times 24.0 \mathrm{~mm}$ | $5.97 \mu \mathrm{~m}$ | $48.3^{\prime} \times 32.2^{\prime}$ | $229.1^{\prime} \times 152.8{ }^{\prime}$ |
| QHY-294C | 11 | $19.3 \mathrm{~mm} \times 13.0 \mathrm{~mm}$ | 4.63 mm | $25.9^{\prime} \times 17.4^{\prime}$ | $122.7^{\prime} \times 82.4^{\prime}$ |

Andromeda Galaxy: CDK14


Andromeda Galaxy: NP1O1 Refractor


Orion Nebula: CDK14


Orion Nebula: NP1O1 Refractor


These simulations of smaller celestial objects are through the CDK14 telescope only.


## CAMERA COSTS

Costs below do not include the adapters necessary to attach the camera setup to the telescope system.

For the Harriman Observatory, a color CMOS is recommended.

| Description | Qty | Cost (\$) | Total (\$) |
| :---: | :---: | :---: | :---: |
| Large Format CCD Camera |  |  |  |
| SBIG STX-16803 16 megapixel Monochrome Camera; 7-Position Filter Wheel; STX Guider; LRGB Filter Set | 1 | \$15,800 | \$15,800 |
| Shipping (ESTIMATE) |  |  | \$350 |
| Total: |  |  | \$16,150 |
| Medium Format CCD Camera |  |  |  |
| SBIG Aluma-U8300 8.3 megapixel Monochrome Camera; Self-Guiding 8-Position Filter Wheel; LRGB Filter Set; Narrowband Filter Set (Ha, SII, OIII) | 1 | \$6.500 | \$6.500 |
| Shipping (ESTIMATE) |  |  | \$250 |
| Total: |  |  | \$6,750 |
|  |  |  |  |
| Large Format CMOS Camera |  |  |  |
| QHY-128C; 24 megapixel Color Camera | 1 | \$4,000 | \$4,000 |
| QHY Guider and Guiding Camera | 1 | \$650 | \$650 |
| Shipping (ESTIMATE) |  |  | \$175 |
| Total: |  |  | \$4,825 |
| Medium Format CMOS Camera |  |  |  |
| QHY-294C; 11 megapixel Color Camera | 1 | \$7,400 | \$7,400 |
| QHY Guider and Guiding Camera | 1 | \$650 | \$650 |
| Shipping (ESTIMATE) |  |  | \$150 |
| Total: |  |  | \$2,200 |
|  |  |  |  |

## EYEPIECE COSTS

| Description | Qty | Cost (\$) | Total (\$) |
| :--- | :---: | :---: | :---: |
| Telescope Eyepieces (can be shared between main and secondary telescopes) |  |  |  |
| Tele Vue Nagler 31mm | 1 | $\$ 670$ | $\$ 670$ |
| Tele Vue Ethos 21mm | 1 | $\$ 855$ | $\$ 855$ |
| Tele Vue Ethos 13mm | 1 | $\$ 630$ | $\$ 630$ |
| Tele Vue Ethos 6mm | 1 | $\$ 590$ | $\$ 590$ |
| Tele Vue 2" Everbrite diagonal | 2 | $\$ 325$ | $\$ 650$ |
| Tele Vue 2x Powermate |  | 1 | $\$ 330$ |
| Eyepiece case |  |  | $\$ 330$ |
| Shipping (ESTIMATE) |  |  |  |
|  |  |  |  |
|  |  |  |  |

## OBSERVATORY CONTROL

The observatory - telescope, dome and cameras - can be controlled through a remote connection into the observatory computer. When you are at the home and on the local network, this can be through a Windows Remote Desktop Connection. When away, you can access the observatory remotely through a web connection using software like Team Viewer.

Below is a screen shot of a remote connection session through a 4 k monitor.


## REMOTE CONTROL SOFTWARE

ASCOM: ASCOM is an open initiative to provide a standard interface to a range of astronomy equipment including mounts, focusers and imaging devices. ASCOM runs in a Microsoft Windows environment using the COM interface. All observatory software will support ASCOM.

Dome Control: Dome control electronics and software will come from Ash Dome.
Mount Control: Mount control software comes with the PlaneWave L-Series mount. The mount control software (PWI4) is ASCOM compatible and may be controlled through other software that is ASCOM compatible.

Fans / Heater Control: Telescope fan and heater control software comes with the PlaneWave telescope. The telescope control software is ASCOM compatible and the telescope components can be controlled through other software that is ASCOM compatible.

Focuser Control: The telescope focuser control software comes from PlaneWave. The focuser control software is ASCOM compatible and can be controlled through other software that is ASCOM compatible.

Camera Control: MaxIm DL is a complete integrated solution for camera control. MaxIm DL is used by most telescope focusing programs for automated focusing routines. And MaxIm is able to control all major astronomical cameras, many DSLR cameras and webcams.

Planetarium Software: Planetarium software allows you to visualize the night sky and plan for observing sessions. Some planetarium software, such as TheSkyX is capable of controlling the telescope. An excellent open source and free option is Stellarium.

## MONITORING CAMERAS

Inside the dome monitoring cameras are optional if someone is always at the observatory when it is in operation, but are essential if the observatory is remotely operated. These cameras are essentially webcams that let you remotely see what the telescope and dome is doing. In general these camera provide high video resolution, video compression, either optical or
 physical zoom, pan/tilt viewing, remote internet viewing, motion detection, night-vision, network video recording capability and software for controlling access to the camera.

## OTHER EQUIPMENT

USB Extender: Most telescope components such as cameras, filters wheels and focusers utilize USB connections. USB connections are limited to around 5 meters in length. The USB Extender all allow connection to an observatory computer that is up to 100 meters away.

Web Power Switch: The web power switch utilizes a web interface to turn on and off outlets. The switch has 8 switchable outlets and 2 always on outlets. The switch connects via an ethernet cable or wirelessly and can be controlled by other observatory automation software.

Observatory Computer: The observatory computer needs to be a Windows based computer as ASCOM and other observatory software programs are written for the Windows operating system. There should be two observatory computers, one for each of the setups.

## WEATHER MONITORING EQUIPMENT

Weather monitoring is optional if someone is always at the home/observatory when it is in operation, but is essential if the observatory is remotely operated. There are three main components to weather monitoring: Weather Station; Cloud Sensor; and Monitoring Camera.

The Weather Station and Cloud Sensor are similar in that they detect atmospheric conditions, but are very different in what they do with the data. The Weather Station can tell you the level of rain in the past hour, 24 hours, month, etc. The Cloud Sensor doesn't care about the amount of rain, just the fact that there is rain and that the dome shutters should be closed.

## Weather Station

Weather stations will monitor and capture weather information at the observatory. They will have a monitor/console that displays the data and typically have an interface where the data can be downloaded to a computer for analysis and display on a web page. Weather stations can include the following: Rain collector; Temperature and humidity sensors; Anemometer; Solar radiation sensor; UV sensor.

The web page for the Observatory Solutions weather station: http:// www.doublestarobservatory.com/weather.php

You can also link your weather station to a weather service like Weather Underground. Here is the Observatory Solutions data feed: https://www.wunderground.com/cgi-bin/findweather/ getForecast?query=pws:KCODURAN44

## Cloud Sensor

Cloud sensors measure the amount of cloud cover by comparing the temperature of the sky to the ambient ground level temperature. The sky temperature is determined by measuring the amount of radiation in the infrared band. A large difference indicates clear skies, whereas a small difference indicates dense, low-level clouds.

A cloud sensor provides the following:

1. A configuration system for setting cloud condition parameters on when the shutters should be closed
2. A configurable alert system that can send a "shutter close" warning to the dome automation system, email, text, etc.
3. Storage of the captured cloud / condition information


## OPTIONAL EQUIPMENT COSTS

| Description | Qty | Cost (\$) | Total (\$) |
| :---: | :---: | :---: | :---: |
| Telescope Connectivity for General Operation |  |  |  |
| USB Extender | 1 | \$480 | \$480 |
| Remote Power Strip | 1 | \$200 | \$200 |
| Miscellaneous Cabling, USB, Power Connections | 1 | \$100 | \$100 |
| Observatory computer | 1 | \$1,800 | \$1,800 |
| MaxIm DL software (software download) | 1 | \$500 | \$500 |
| Shipping (ESTIMATE) |  |  | \$90 |
| Total: |  |  | \$3,170 |
|  |  |  |  |
|  |  |  |  |
| Monitoring Equipment Costs |  |  |  |
| Davis Vantage Vue Weather Station | 1 | \$600 | \$600 |
| AAC CloudWatcher with Windspeed | 1 | \$650 | \$650 |
| Observatory Webcam | 1 | \$200 | \$200 |
| Total: |  |  | \$1,450 |
|  |  |  |  |



City of Ketchum Planning \& Building


Development Agreement Amendment Application


1, the undersigned, certify that all information submitted with and upon this application form is true and accurate to the best of my knowledge and belief


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

By Hand

Ms. Morgan Landers
Senior Planner
City of Ketchum
P.O. Box 2315

Ketchum, ID 83340

## Re: Appellation Sun Valley By Harriman Ketchum Hotel, LLC Our File No. 70359-029

## Dear Morgan:

Enclosed with this letter is a Development Agreement Amendment Application with attachments, including a supplemental letter from Jack Bariteau, Jr. and a draft of a Second Amendment to Amended and Restated Development Agreement together with the updated Employee Housing Plan.

Also enclosed is a check payable to the City in the amount of $\$ 1,950.00$ which represents the application fee. Please let me know as soon as possible if you require additional information for this application.

I want to take this opportunity to submit documents relating to the City's assertion that the CUP and Development Agreement approvals in 2008 were predicated on Trail Creek Fund, LLC requiring condominium residences or lock offs being included in a rental pool. You will recall that we denied that assertion at the last meeting with you reasoning that to do so would have risked transforming the real estate sales into sales of securities.

Since our meeting I have provided Matt Johnson with legal authority for our position and in the attached supplemental letter, Jack Bariteau, Jr. provides references to secondary sources on the subject. A resource I have found helpful is " $\underline{A}$ Practitioner's Guide To When Real Estate Becomes a Security, by Alexander Selig, Eton Law Review, vol. 9-2 (2017).

We have researched our files relating to the 2008 CUP and Development Agreement approvals and find no reference to a rental pool arrangement in anything. This is simply because none was ever contemplated by Trail Creek Fund, LLC. In fact, the documents we reviewed demonstrate mandatory participation in a rental pool was never an issue. We are anxious therefore to receive copies of the documents the City was relying on in making its assertion regarding a tie-in to a rental pool as the means of satisfying the Hotel definition.

Morgan Landers
September 23, 2022
Page 2
Thank you for your continued assistance and professional courtesy in connection with this matter.

Sincerely,
LAWSON LASKI CLARK, PLLC

Edward A. Lawson

Pdf: Client

Enclosures: 2

August 8, 2022

Jack Bariteau
Managing Member
Harriman Ketchum Hotel LLC
P. O. Box 84

Sun Valley, Idaho 83353

Morgan Landers, AICP
Senior Planner
City of Ketchum
Planning and Building
P. O. Box 2315

Ketchum, Idaho 83340

RE: Updated Housing Plan - The Harriman Hotel and Residences/Appellation Sun Valley

Dear Morgan:
Per our conversations over the last week, we have discussed the necessity of updating the employee housing plan as the employee housing condition is being now met by the development and construction of the workforce housing component of the Building at First \& Fourth and per the terms and conditions of the Second Amendment that were recently approved by the City Council for that project. Here is the update:

The Applicant shall provide a detailed Employee Housing Plan, which provides for 18 employees on a site acceptable to the Ketchum Cty Council, and within the Ketchum City Limits.

Originally, the property identified for the employee housing was the site located at the southeast corner of $1^{\text {st }}$ Avenue North and Sixth Street, a site that was acquired by my personal separate property trust and then sold to the developer of the Ketch micro apartment project when the property at First \& Fourth became available at what I deemed to be a superior and larger location, offering truly better views of Baldy to the west and allowing for the construction a larger underground garage. The First \& Fourth mixed use building provides workforce housing of unmatched quality, size, and urban upgraded style interior improvements. 12 of the 15 apartments have unprecedented views west to Bald Mountain. The apartments are in fully secured building constructed using CLT or mass timber construction technology for the first time in Idaho and critically are within easy walking distance to downtown, the hotel and public transportation. The building also demonstrates an aesthetic and true mixing of residential uses that has been not been constructed to this level and quantity of individual employee housing apartment units, in decades in downtown Ketchum, if ever.

The 15 individual apartments now under construction range in size from 595 SF to 809 SF and will be offered for rent as deed restricted in BCHA Categories 4 and 5 as shown on Exhibit " $A$ " attached to the Second Amendment to Development Agreement \#20427 and recorded in Blaine County on July 12, 2022. The property will be managed by a third party verifier, The Housing Company, until such time as written notice is given to those interim renters of the 12 apartments identified on Exhibit "A" as On-Site Employee Housing Units dedicated for use by the hotel employees under the master lease to the hotel ownership or hotel management company. Lease terms shall be for one year and renewable while deed restricted. The rental lease form shall be developed in conjunction with the approved third party verifier, The Housing Company. A security deposit will be required to cover any damage to the rental Premises during deed restricted rental occupancy.

And Per the Preliminary Plat map approved by the City, the deed restricted apartments that will be master leased hotel employee apartments are identified as apartments 101, 102, 103, 104, 105, 106, 201, 202, 203, 204, 205 and 206 and identified on the Preliminary Plat as Units 1 A and 1B. These apartments, once under the master lease, would be assigned by hotel management at its discretion and at salary levels which may be included as part of the salary package or not where a subsidized rental (to be determined by hotel management) could be charged subject to its operational program for hiring and retention of its hotel employees. Each of the 15 apartments have been designed and are being completed with galley style kitchens, full bathroom, stacked washer and dryer, closet space, and living and dining areas. Fiber optic internet connection service and independently metered electric and gas utilities are provided as well as fully independent heating and cooling forced air systems with thermostatic controls. There is direct elevator and stair access to the building's main lobby entrance and to the project's underground garage. The 12 Employee Housing Units all face to the west and all have large glass views to Bald Mountain, operable windows, 10 foot exposed wood ceilings where applicable, LED recessed lighting in dropped drywall ceilings and affixed LED fixtures to the wood ceilings, and where available, one parking space in the underground garage, subject to parking spaces being designated on the Preliminary Plat map and as required by code, parking spaces for the penthouse condominium residences and commercial ground floor space in this 37,000 SF mixed use building and single level underground garage.

The following elements shall be required in the Employee Housing Plan:
(a) Provide salary/hourly wages for the various incim categories of employees.

An updated and attached Project Salary Schedule updated as of July 30, 2022 for The Harriman Hotel shows a total of 70 employees. This is the standard document previously provided to the City for the previous EHP and as prepared for the Idaho Department of Commerce.
(b) The expected numbr of each level of employee that is intendd to be served by he employee housing units.

With the tremendous change in available workforce employees on a local, regional and national basis since the Pandemic, it is the goal of Appellation Hotels to recruit the proper employee mix with hospitality experience whether already locally employed or coming into the Wood River Valley. Assignment of the hotel employee apartments will be at the decision of the hotel manager as there may not just be single person occupancy within the employee pool. Married couples or sharing of an apartment by two unrelated employees is possible within 8 of the 12 hotel employee apartments as two distinct sleeping have been designed, that share a full bathroom, are possible in these 8 units.
(c) Which employee category will be servd by which type and sizes of units.

We see, based on to today's hospitality worker availability environment, which employment sector was one of the the hardest in the pandemic, the hotel management operator requiring the greatest amount of flexibility in placing employees at all salary levels in the 12 hotel employee apartments.
(d) Provide information on antipated rental rates or subsidized and /or free rent to employees; will utilities and homeowner dues, if any,be included in proposed rates.

Category 4 and Category 5 rental rates have been published by the Blaine County Housing Authority dated April 20, 2022. Rental rates for Category 4, 1 bedroom with a household size of 1.5 is $\$ 1,191.00$ and for an apartment that has two sleeping areas is $\$ 1,349.00$ with a household size of 2.5 . Category 5,1 bedroom with a household size of 1.5 is $\$ 1,488.00$ and $\$ 1,686.00$ for a household size of 2.5 . Homeowner dues will be paid by the Landlord as well property taxes and building insurance from rentals received from the deed restricted renters. Electric, power and internet service cost will be the responsibility of each renter. Category 2022 BCHA Income Limits are \$79,300 in Category 4 with a net worth limit of \$125,000 and in Category 5 the Income Limits are $\$ 95,200$ and a net worth limit of $\$ 150,000$ while Deed Restricted.

## (e) Establishment of maximum occupancy per unit type (i.e. 1 person per 1 bedroom unit; 2

 persons per 2 bedroom units).The apartments as designed in First \& Fourth can accommodate 1 person in 4 of the 15 apartments or a married couple or unmarried partners depending on their application and qualification under the income categories while deed restricted. Flexibility would be looked at for a married couple with on child where two sleeping areas exist in the 8 apartment floorplans that have two sleeping areas. The same allocation would be assumed to be applicable once the hotel master lease goes into effect.

## (f) Location of units within Ketchum City Limits.

The apartments are being constructed in the First \& Fourth mixed use building in downtown Ketchum.
(g) Provide a matrix of beakdowns of the different types of units (1 BD; square footage; total number of units; anticipated rent, etc).

In lieu of a matrix, the breakdown of units is defined by the apartments as listed on Exhibit " A " of the Second Amendment of the Development Agreement \#20427and has shown on the Preliminary Plat as approved for the building. The monthly rentals to be charged are based on Category 4 and Category 5 BCHA rental rates (as published April 20, 2022) and according to household size. Rental monthly rates ranges are $\$ 1191.00$ to $\$ 1349.00$ for Category 4 and $\$ 1488$ to $\$ 1686.00$ for Category 5. These rental ranges depend on the number of occupants in the apartments. As we do not yet know whether the apartments will be occupied by one or two individuals, and if married, with or without one child until we see the waiting list, application and verification information for analysis by The Housing Company, we will not have a definitive breakdown on rental rates until as such time as this process begins.

We await the waiting list information from the City or providing agency. See web links for BCOHA www.bcoha.org/maximum-monthly-housing-costs.html and www.bcoha.org/income-asset-limits.html
(h) Create a priority for occupancy program for thse units; (i.e. first availability employees that are full time, secondly to seasonal employees, and third to persons that are verified to working in the City of Ketchum.

Priority to Ketchum workforce employees will be based on the wait list to be supplied by the City of Ketchum while the 15 apartments are deed restricted. We are assuming that the wait list applicants will all be full time and have been fully vetted by the vetting agency ("BCHA" or other designated entity by the City) and will follow the program housing guidelines. The Second Amendment prioritizes employees working within the City of Ketchum. Once the deed restrictions are terminated for the 12 hotel employee housing units shown on Exhibit " $A$ ' to the Second Amendment, the hotel master lease will control for those apartments identified on the Preliminary Plat as contained in Unit 1A on the first floor and Unit IB on the second floor.
(i)What units will be available and how will the pool of units be determined.

The units available for the interim period prior to the hotel master lease becoming effective are a total of 15 apartments as listed on Exhibit "A" attached to the Second Amendment to the Development Agreement. These units are designated on the Exhibit as Category 4 or Category 5 rental apartments and are deed restricted until such time as the hotel master lease commences and 12 of the 15 apartments are then dedicated to fulfill the hotel employee bed requirement.
(i) What minimum standards will be used to determine employee eligibility to live in the employee housing; is full time status required for employees to qualify for the employee housing and what constitutes full-time status.

The minimum standard for employee eligibility will be the execution of an employment contract for full time work for at least one calendar year. Full time work is defined as a 40 hour work week five out of seven days per week or a flexible schedule of longer hours and fewer days as to be determined by the hotel management company.
(k) How will overflow of demand of units by employees be handled; will there be a priority system.

Objectively, we would like to be able to assist and locate housing for the majority of the 70 employees that the hotel will employ as listed on the accompanying Project Salary Schedule as updated by Appellation Hotels dated July 30, 2022. The 12 apartments in First \& Fourth can accommodate 20 sleeping beds for the hotel workforce as now being constructed. Our requirement for the hotel is 18 beds and this assumes that these units have a maximum 1 and or 2 person occupancy. As you are aware there are multiple efforts to create additional market rat and affordable housing in the Wood River Valley by various entities with the majority of these projects located in Hailey and Bellevue. We see opportunities for our employee workforce to be located in these developments and will endeavor to secure employee housing in these projects come on line and coincident with the proposed completion and opening of the hotel.

## (I) Provide information on housing families (with children) and or married couples.

Our 2016 employee housing plan forecast the apartments we are building as certainly suitable for married couples and did not see at that time whether children could also be accommodated due to the original concept designs for the original location proposed for the employee housing in 2016. With the change in location to First \& Fourth, we do have the opportunity to accommodate a married couple with a single child in 8 of the 12 apartments where an additional sleeping area has been created in these unit plans. The hotel management company will be in charge of accommodating married couples with children as they begin to hire its staff.
(m) The proposd Employee Housing shall meet the minimum size thresholds and income categories established by the BCHA.

The 15 apartments in the First \& Fourth building have been designed to meet the site constraints of the land area while maximizing light and air into these units while providing 12 of the 15 apartments with western or Bald Mountain views. Income categories for all 15 apartments have been set by the City Council in the Second Amendment Exhibit " $A$ " schedule until such time as the 12 apartments for the hotel under its master lease and deed restrictions and Category rental levels are removed by the master lease. 3 of the 15 apartments (Units 208, 208 and 210) shall remain as deed restricted in Category 4. All 15 apartments are in essence large 1 bedroom units and no studios, two or three bedrooms unit plans could be designed into the First \& Fourth building. 8 of the 15 apartments can provide an additional sleeping area but under IBC definition are not considered or designated as bedrooms due to lack of window area.
(n) Wage/salary range and a breakdown of he number of employees with the aforementioned classifications.

See the accompanying Project Salary Schedule. Analysis of this schedule concludes that anyone earning over or under Category 4 and 5 rental limits or where they exceed income asset limits would not be permitted to rent the 15 apartment units under deed restriction and the same would apply to the 3 permanent deed restricted units once the master lease dedicates the 12 apartments for use under the hotel master lease.

## (o) Costs incurred in rent (and utilities) and transportation/parking by employees

No costs for use by the hotel employees of the 12 apartments are individually broken down under the anticipated master lease with the hotel ownership or hotel management company. During the period of the deed restricted individual rental of each of the 15 apartments, rental received by the ownership of First \& Fourth, Waypoint Pearl, LLC, will be reduced by the expense of the homeowner dues assessed on a prorated basis if livable square feet of each apartment, each penthouse condominium and the 3 ground floor commercial spaces as now approved on the preliminary plat. While no exact HOA dues have been calculated or estimated at this juncture, other Ketchum mixed use buildings by example, are currently running near the $\$ .60$ per square foot range per month. These dues include property taxes that are assessed against the building common areas, building insurance for the structure and exterior (roof, sidewall and window systems) overall, common area maintenance and common area utilities (exterior building lighting and snowmelt system, landscaping, City of Ketchum water and sewer, trash collection, underground parking, repairs and maintenance, capital reserves, HOA management, etc. Using permanently deed restricted apartment unit 210, this cost would equal $\$ 485.40$ per month (824 SF x $\$ .60$ ). Each apartment is individually metered by Idaho Power and fiber optic internet service is provided by Cox Communications to each unit. The cost of these utility services will be borne by the individual renter and by the master lessee for the 12 apartments for the hotel.

Transportation costs are unknown for hotel employees as the First \& Fourth building. As the building is within easy walking or biking distance of the hotel, we see this as the primary mode of getting to and from work. Public transportation by Mountain Rides is also nearby. Where parking spaces exist in the garage and which are not designated for penthouse residence or commercial use on the preliminary plat as approved, the remaining open parking spaces will be made available for rent by the apartment renters on a first come first serve basis and the vehicle that is to be parked is restricted in height by the overall height of the garage ceiling, suspended utility lines, ventilation or exhaust shafts and garage lighting.

## (p) Information on type of housing provided per employee classification.

The 15 apartments are all technically one bedroom apartments with 8 of the fifteen having two sleeping areas. Double occupancy may be possible but it is extremely difficult at this time to conduct the actual classification requested in this section of the hotel employee plan.

## (q) Details on anticipated lease terms/rental agreements for employees housed on-site.

There are no hotel employees that will be housed within or on the hotel premises. All 18 hotel employee beds will be housed within the First \& Fourth 12 apartments as designated on Exhibit " $A$ " attached to the Second Amendment. Lease terms for each of the 15 rental units, while deed restricted, will be legally prepared in a standard rental agreement form prepared by legal counsel and in concert with The Housing Company. Minimum lease term will be one (1) year and will require a security deposit and first month's rent at execution. The lease will allow for a one (1) renewal option and will also have a reasonable notice of termination period to allow for the hotel master lease to commence as needed. We will be preparing the lease rental form prior to the end of November as we anticipate occupancy of the apartments and building to now occur at the end of January to mid-February subject to supply chain issues that continue to push back our completion date.
(r) The Employee Housing Plan shall be submitted and approved by the City Council prior to the issuance of a building permit. This plan shall be an exhibit to the PUD agreement and recorded prior to issuance of a building permit.

Morgan, this document completes the updated Employee Housing Plan for The Harriman Hotel and Residences/Appellation Hotels project. There is variance from the original Employee Housing Plan submitted on April 5, 2016 to Micah Austin and which was eventually approved by the City Council. The location for the hotel employee housing has obviously changed and will be located in the First \& Fourth mixed use building under construction. The hotel management operator has also changed as have answers to the questions following the format provided to me by the City which I have followed in sequence per the April 5, 2016 letter. The Project Salary Schedule will be forwarded separately as it is in Excel format.

Please let me know if you have any questions or comments at your earliest convenience. In the interest of time and our review schedule, this document is being circulated to Ed Lawson, Andy Blank, the Appellation Hotels team and The Housing Company for review and comment but otherwise constitutes to the best of my knowledge, the Employee Housing Plan update for City review and processing.

Sincerely,
Harriman Ketchum Hotel LLC

Jack Bariteau
Managing Member
CC: Edward Lawson
Andy Blank

Chad Hostetler, Appellation Hotels
The Housing Company

|  |  |  | Number of new hires per year |  |  |  |  |  |  |  |  |  |  |  |  |  |  | Total Jobs per Position |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | Full-Time Job Title | Annual Wage (wlo benefits) | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Year 7 | Year 8 | Year 9 | Year 10 | Year 11 | Year 12 | Year 13 | Year 14 | Year 15 |  |
| 1 | General Manager | \$230,000.00 | 1 |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 1 |
| 2 | Administrative Assistant | \$55,000.00 | 1 |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 1 |
| 3 | Controller | \$125,000.00 | 1 |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 1 |
| 4 | Accounting staff | \$45,000.00 | 2 |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 2 |
| 5 | Receiving Clerk | \$34,000.00 | 1 |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 1 |
| 6 | IT Specialist | \$70,000.00 | 1 |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 1 |
| 7 | Director of HR | \$90,000.00 | 1 |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 1 |
| 8 | HR Assistant | \$50,000.00 | 1 |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 1 |
| 9 | Front Office Manager | \$75,000.00 | 1 |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 1 |
| 10 | Night Manager | \$45,000.00 | 1 |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 1 |
| 11 | Agent | \$32,000.00 | 6 | 1 |  |  |  |  |  |  |  |  |  |  |  |  |  | 7 |
| 14 | Bellperson | \$16,000.00 | 2 |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 2 |
| 15 | Door Person | \$16,000.00 | 2 |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 2 |
| 16 | Director of Reservations/Rev. | \$85,000.00 | 1 |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 1 |
| 17 | Reservations Sales Agent | \$32,000.00 | 2 |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 2 |
| 18 | Executive Housekeeper | \$90,000.00 | 1 |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 1 |
| 19 | Housekeeping Coordinator | \$32,000.00 | 1 |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 1 |
| 20 | Housekeeper Supervisor | \$32,000.00 | 2 |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 2 |
| 21 | Room Attendant | \$32,000.00 | 3 | 1 |  |  |  |  |  |  |  |  |  |  |  |  |  | 4 |
| 22 | Turndown Attendant | \$32,000.00 | 2 |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 2 |
| 23 | Houseperson | \$32,000.00 | 2 | 1 |  |  |  |  |  |  |  |  |  |  |  |  |  | 3 |
| 24 | Public Area Cleaner | \$32,000.00 | 1 |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 1 |
| 25 | Laundry Valet/Runner | \$32,000.00 | 1 | 1 |  |  |  |  |  |  |  |  |  |  |  |  |  | 2 |
| 26 | Restaurant Manager | \$85,000.00 | 1 |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 1 |
| 27 | Restaurant Assistant Manage | \$65,000.00 | 1 |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 1 |
| 28 | Hostess | \$32,000.00 | 1 |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 1 |
| 29 | Server | \$16,000.00 | 6 | 2 |  |  |  |  |  |  |  |  |  |  |  |  |  | 8 |
| 30 | Server Assistant | \$16,000.00 | 4 | 1 |  |  |  |  |  |  |  |  |  |  |  |  |  | 5 |
| 31 | Bartender | \$18,000.00 | 3 |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 3 |
| 32 | Room Service Server | \$16,000.00 | 2 |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 2 |
| 33 | Minibar Attendant | \$32,000.00 | 2 |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 2 |
| 34 | Order Taker | \$32,000.00 | 2 |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 2 |
| 41 | Banquet Manager | \$75,000.00 | 1 |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 1 |
| 42 | Captain | \$16,000.00 | 1 |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 1 |
| 43 | Server | \$16,000.00 | 3 | 2 |  |  |  |  |  |  |  |  |  |  |  |  |  | 5 |
| 44 | Houseman | \$16,000.00 | 2 |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 2 |
| 45 | Executive Chef | \$140,000.00 | 1 |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 1 |
| 46 | Executive Sous Chef | \$85,000.00 | 1 |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 1 |
| 47 | Cook | \$45,000.00 | 4 | 2 |  |  |  |  |  |  |  |  |  |  |  |  |  | 6 |
| 48 | Garde Mange Cook II | \$42,000.00 | 3 | 2 |  |  |  |  |  |  |  |  |  |  |  |  |  | 5 |
| 49 | Outlet Sous Chef | \$75,000.00 | 1 |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 1 |
| 50 | Steward | \$32,000.00 | 3 |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 3 |
| 62 | Spa \& Fitness Manager | \$80,000.00 | 1 |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 1 |
| 63 | Spa Attendant | \$32,000.00 | 2 |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 2 |



1. Fnter the job title for each new job to be created under the project in column C. Insert new rows as necessary.
2. Enter the annual wage without benefits, for each new job to be created under the project in column D
3. Enter the number of new jobs projected to be created in each year of the project in columns E through S .
4. Upload the EXCEL sheet to the space indicated on the application.
*Note - The term of the TRI is often tied to the years over which new jobs are created. (15 year maximum term)
IDOC TRI Template 09/04/2014
Notes:
1 Current minimum wage is 7.25 moves to $\$ 15.00$ / hour as of July 2023
2 Current survey ( as of July 2022) for most line hospitality positions is $\$ 20-25$ / hour
3 Idaho Tip Credit state \$3.90 as of July 2022

## Appellation | Sun Valley

## KETCHUM, IDAHO

## DESIGN REVIEW APPLICATION

September 21, 2022 Update


Hornberger + Worstell

## Architects and Plann

170 Maiden Lane
San Francisco, CA 9410

Prepared for:Harriman Ketchum Hotel LLC Sun Valley, Idaho

## APPELLATION HOTEL / SUN VALLEY SEPTEMBER 2022

CONSTRUCTION NOTES




AdVANCE OF E EXCAVATION.
























DRNKNG WATER SYSTEMS AND THE CITT O F KETCHUM UTLTTES DEPARTMENT STANDARDS

18. ALL Water supply rxxturs, fittinss, pring, Anv all related appurtenances shall be ansinsf sto. 61












## Gross Building Areas



## Site Open Area Calculations



Level P2/P3 Plan


## Level P1 Plan


$\frac{\mathrm{KITCHEN}}{3075 \text { SF }}$


## Level 1 Plan



## Level 2 Plan



Level 3 Plan



NOT FOR CONSTRUCTION

## Level 4 Plan



LEVELOANET AREA 1


NOTE:
OCK-OFF" AREA InCLUDED IN THE AREA SHOWN FOR EACH RESIDENCE




## Level 5 Plan



Level os net area 2



## Summary Statistics





Harriman
Ketchum

North Elevation


East Elevation

Harriman
Ketchum
Hotel, LLC


South Elevation


## West Elevation



## Building Elevation Comparison - North



$$
\begin{aligned}
& \text { Elevation } \\
& \text { Comparis }
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$$

$$
\begin{aligned}
& \text { Compariso } \\
& \text { North }
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A3.11

## Building Elevation Comparison - East



PROPOSED 2022 APPELLATION DESIGN
Elevator \& Stair at Penthouse/East per Code

## Building Elevation Comparison - South

 Hotel, LLC

2008 APPROVED DESIGN


## Building Elevation Comparison - West








## Harriman Hotel

 Exterior Lighting Dark Sky Compliance 08.12.2022niteo

*note: EL9 fixtures to be motion sensor activated and separately switched for operation only during servicing of utility areas.
 activated and separately switched for operation only during servicing of utility areas.

## Harriman fixtures

$$
\begin{aligned}
& \text { EL1 } \\
& \text { surface mounted downlight mounted to canopy | } 2700 \mathrm{~K} \text { CCT | } 10 \mathrm{~W} \text { | } 1230 \mathrm{Im} \text { | full cutoff }
\end{aligned}
$$



## EL2

linear grazing light at porte cochere canopy | 2700 K CCT | $4.8 \mathrm{~W} / \mathrm{ft} \mid 382 \mathrm{Im} / \mathrm{tt}$ | full cutoff

## EL6

illuminated furniture | 2700K CCT | 17 W | $\times 664 \mathrm{Im}$ | full cutoff


EL3
entry column accent options | 2700 K CCT | $6.5 \mathrm{~W} / \mathrm{ft} \mid 313 \mathrm{~lm} / \mathrm{tt}$ | full cutoff


EL7
recessed small downlight | 2700 K CCT | $6.1 \mathrm{~W}|768 \mathrm{Im}|$ full cutoff

EL4
level 00 patio lantern | 2700K CCT | 13.3 W | 1250 Im | full cutoff


HARRIMAN
Lighting | 08.12.2022
EL5
cast in steplight niche | 2700K CCT | 10 W | 491 Im | full cutoff


EL8
wall mounted direct sconce | 2700 K CCT | 3 W | 139 lm | full cutoff


## Harriman fixtures

## EL9

wall mounted light at utility areas | 2700 K CCT | $12.5 \mathrm{~W}|1250 \mathrm{Im}|$ full cutoff
| occupancy sensor control or manual switch


## EL11

surface mounted linear grazing downlight at screen panels | 2700 K CCT | $4.8 \mathrm{~W} / \mathrm{ft} \mid 382 \mathrm{Im} / \mathrm{tt}$ | full cutoff
*note: EL9 fixtures to be motion sensor activated and separately switched for operation only during servicing of utility


Plan View
$60^{\circ}$ $\qquad$

## RIVER STREET




Plan View

River Street Vertical and Horizontal Calculation | Impacted Zone: CC | Fc Limit: No limit | Maximum Value: 0.5 fc | Code of Ordinances Chapter 17.132 - Dark Skies: Compliant


Plan View


## 




Plan View

Leadville Ave Vertical and Horizontal Calculation \| Impacted Zone: GR-L | Fc Limit: $0.1 \mathrm{fc} \mid$ Maximum Value: $0.1 \mathrm{fc} \mid$
Code of Ordinances Chapter 17.132-Dark Skies: Compliant


Plan View


Elevation A

## 60"

Elevation B



Plan View

Trail Creek Vertical and Horizontal Calculation | Impacted Zone: T | Fc Limit: $0.5 \mathrm{fc} \mid$ Maximum Value: $0.4 \mathrm{fc} \mid$
Code of Ordinances Chapter 17.132 - Dark Skies: Compliant


Plan View


MAIN STREET (HWY 75)

Main Street (State Hwy 75) Vertical and Horizontal Calculation | Impacted Zone: T | Fc Limit: 0.5 fc | Maximum Value: 0.5 fc | Code of Ordinances Chapter 17.132 - Dark Skies: Compliant







RESTORATION NOTES:

1. DISTURBED AREAS WILL BE REPAIIGO AS NVCESSARY. EXISTING SOD STRUCTURES, AND DEBRIS
WILL BE REMOVED FROM THE RIPARIAN SETBACK AREA, EXCEPT THAT WHICH IS DEEMED NTERGRA WILL BE REMOVED FROM THE RIPARIAN SETBACK AREA, EXCEPT THAT WHICH IS DEEMED INTERGR
2. THE'RIPARIAN AREA WIL be RESTO
3. THE RIPARIAN AREA WILL BE RESTOREDENHANCED VGIM RIPARIAN PLANTINGS AS DEPICTEDAND
ALL DISTURBED AREAS WILL BE RESEEDED WITH NAT
4. AS PER RECOMMENDATIÓNS IN THE TREE ASSESSMENT RERORT (ALPINE TREE SERVICE

5. THE RIDARLAN IESTOATION INCLUDES ESTABLSHMET OF UNDERSTORY PLANTING THAT WER 4. THE RIPARIAN RESTGGATION INCLUDES ESTABLISHMENT OF UNDERSTORY PLANTINGS THAT WERE

6. all disturbed/Aréas to be revegetated and irrig 6. ALL DISTURBED,AREAS TO BE REVEGETATED AND IRRIGA
WHICH WILL BE LOCATED OUTSIDE THE 25' RIPARIAN ZONE.
trail creek crossing
CONDOMINIUMS



| design review | Hornberger |
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Vehicular Circulation
 design review
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design review
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Parking Level 2 Floor Plan



Parking Level 1 Floor Plan


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design review
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- 2007 Harmezeger + Wessel, 1 nc


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| H O T E | design review | Hornberger | $\begin{aligned} & \text { Hornberger } \\ & \text { Architects } \\ & \& \\ & \text { Worstell } \\ & \text { Planners } \\ & \text { Inc } \end{aligned}$ | $\begin{aligned} & \text { All drawings and written material appearing } \\ & \text { herein constitute the original and } \end{aligned}$ |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| K TCHUM | $\begin{array}{lllllllll} s & u & b & m & i & t & t & \text { a } & 1 \\ 28 \end{array} \quad \begin{array}{lll} \text { July } & 2008 \end{array}$ |  | $\begin{array}{lcr}170 & \text { Maiden } & \text { Lane } \\ \text { San } & \text { Francisco, Califormia } & 94108\end{array}$ |  | North Elevation | A3.02A |


 $\square$

|  |  |
| :---: | :---: |

$\square$.


| H O T E L | design review | rnberger | $\begin{array}{lcc} \hline \text { Hornberger } \\ \text { Architects } & \text { Werstell } & \text { Inc } \\ \text { Maiden } & \text { Planners } \\ 170 & \text { Lane } \end{array}$ | All drawings and written material appearing herein constitute the original and |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| K E T C U M |  |  |  |  | South Elevation | A3.04A |


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$\underset{400 \text { S.F. }}{\text { END KNG }} 5$
$\underset{480 \text { S.F: }}{\text { KNG UTT }}(3)$


$\underset{590 \text { S.F. }}{\text { ENO KNG Pus }}(4)$
$\underset{560 \text { S.F. }}{\text { KING PLU UNIT }} \uparrow$





KING PLUS INTERCONNECT 3.


$\longrightarrow \quad$ CONDOUNITH1 PLAN 2170 S.F. ()




|  |  | CONDO UNIT 2 PLAN 2060 S.F |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| KETCHUM |  |  |  |  | Enlarged Condo Unit Plan | A4.04 |


$\xrightarrow{\text { CONOOUNTI SPLAN }}$ 167OS.F. $(!)$





www.hornbergerworstell con


Enlarged Elevation, Plan, + Section
A8.01
$\qquad$
2008
www.hornbergerworstell.com
-



|  |
| :---: |
| www.hornbergerworstell.com |



design review
s $u$ b $m$ it t a
May
2008




design review
s u b m i t t a l
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Hornberger
+
worsill

| $\begin{array}{lcr} \hline \begin{array}{l} \text { Hornberger } \\ \text { Architects } \end{array} & + & \text { Worstell } \\ \text { 170 } & \text { Inc } \\ \text { 170 } & \text { Planners } \\ \text { San } & \text { Francisco, Califormia } & \text { Lane } \\ 94108 \end{array}$ |  |
| :---: | :---: |

Southeast Corner View



design review
Hornberger
+
worsell
$\square$





design review

Hornberger
Worstell

|  |  |
| :---: | :---: |



|  |  |
| :---: | :---: |





June 21 at 9 am


June 21 at 12 pm


June 21 at 3 pm
design review Hornberger
s u b m i t t a l $\square$


Shadow Study
worstell
www.hornbergerworstell.com
$1 \infty$


September 21 at 9 am


September 21 at 12 pm


September 21 at 3 pm

| H O T E L | design review | ornberger |  | All drawings and written material appearing herein constitute the original and |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| K TCHUM |  |  |  | unpublished work of the architect and may notbeduplicated, used, ordisclosed without the prior written consent of the architect. the prior written consent of the architect | Shadow ${ }_{\text {Autumn }}$ | A-1G3 |



December 21 at 9 am


December 21 at 12 pm


December 21 at 3 pm

|  | design review | Hornberger | $\underset{\substack{\text { Hormberger } \\ \text { Architects }}}{\text { Worstell }} \text { Inc }$ |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| K ETCHUM | $\begin{array}{lllllllll}s & u & b & m & i & t & t & \text { a } \\ \text { d }\end{array}$ |  |  |  | Shadow Study <br> Winter | A-1G4 |



Northeast corner


Southwest corner


Southeast corner


Northwest corner

$\frac{\text { City of Kectcumm,daho }}{\text { Site } 1 \text { - Design Principles }}$
Thess ptinciples apply to Site 1 . A key objective is to provide a transition from a low scale, mountain town character of the neighbochoods to
hhe south and aest of the site to


Gateway Master Plan Design Guidelines


Proposed Design

| H O T E L | design review | Hornberger |  | All drawings and written material appearing herein constitute the original and unpublished work of the architect and may |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| K T C H U M | s $u$ b mittal |  |  |  | Design Comparison | A-1E |

4 1/2" Aperture, PAR20 Ceramic. MH


FIXTURE TYPE EA


The Alpine Series ${ }^{\text {m" }}$ utilizes the PAR30 or PAR38 halogen lamp and can be used as an uplight or a downlight fixture. It is rated to 75 watts with the PAR30 lamp or up to 250 watts with the PAR38 lamp and performs like fixtures twice its size. The Alpine Series is made of machined aluminum components protected with one of eight polyester powder coat finishes and features stainless steel hardware. Its beautiful, architectural design compliments any installation while meeting the applica tion requirements of the project.

Features
amper proot design.
Compleiely sealed optical compartment.
For use with 120V, no transtormer requifed. Machined alumininum lans lonstructiotion witaled stainess
steel hardware.


## Mammoth Series

The Mammoth Series'" is a sleek, up/down wall-mounted fixture that utilizes the PAR30 or PAR38 halogen lamp to applications. Its architectural design provides powerful lumen output with PAR30 lamps to 75 watts or PAR38 lamps to 250 watts with 500 watts maximum, combined. watts with 500 watts maximum, combined. aluminum components, powder coated in one of eight luxurious standard coated in ainess stel hardware. With its and sign, the Mammoth Series provides esign, the Mammoth Series provides reat performance from an outdoor, archiectural wall-mounted fixture.


Features
: Tamper proof design.

- Completely sealed optical compartment. Maccined alerumingass lens, fatoroy sealed.
steel hardware.
 For use with $120 V$, no transiormer required.

design review
KETCHUM

| 24 | March |
| :---: | :---: |

Hornberger
worstell

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## E-17 Metal Halide



Specifications



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EXTERIOR LIGHTING FIXTURES





## BEFORE THE KETCHUM PLANNING AND ZONING COMIMISSION

IN RE:
HOTEL KETCHUM DESIGN REVIEW \& WATERWAYS DESIGN REVIEW
) Case No: DR 08-007
) FINDINGS OF FACT, CONCLUSIONS OF LAW ) AND DECISION

The above-entitled Design Review application came before the Ketchum Planning and Zoning Commission for consideration on June 16, 2008 and July 28, 2008. The Ketchum Planning and Zoning Commission having taken written and oral testimony, and having duly considered the matter, makes the following findings of fact, conclusions of law and decision.

## FINDINGS OF FACT

## A. APPLICATION SUMMARY.

| APPLICANT/OWNER: | Trail Creek Fund, LLC, a California limited liability company 700 Emerson Street, Palo Alto, CA 94301 keenanld@yahoo.com |
| :---: | :---: |
| DEVELOPMENT TEAM: | Jack Bariteau, Managing Member, Trail Creek Fund LLC Paolo Petrone, Piazzo Hotels (Operator and part owner) John Davis, Hormberger + Worstell (HWI) (Architect) Rob King, Clemens \& Associates (Landscape) Jim Zarubica, Galena Engineering (Civil) Ed Lawson, Lawson \& Laski, PLLC (Legal) |
| LEGAL DESCRIPTION: | Lot 2, Block 83, Ketchum Townsite |
| LOT LOCATION/DESCRI | N: 200 S Main Street (aka Trail Creek Village) 0.93 acre ( $40,510 \mathrm{sqft}$ ) Irregular: <br> Hwy 75-220' Frontage <br> River St. - 220' Frontage <br> Leadville Ave - $149^{\prime}$ Frontage |
| ZONING: | Tourist ( T ) |

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OVERLAY DISTRICT: Floodplain Management Oyerlay (FP)
PROPOSED USE: Hotel (73 rooms - See Table 1)
WAIVERS REQUESTED: Minimum Lot Size; Maximum Height; FAR;
Setbacks; Time Period for CUP \& Design Review Approval

PUD FILE:
SUBMITTLAL DATES/
CERTIFICATION:

CUP 08-007
Application received February 8, 2008
Certified complete on February 27, 2008
An update to the formal application submittal received on May 9,2008 , and design revisions as requested by the Planning and Zoning Commission at the June 16 meeting received on July 21, 2008. Additional revisions were presented to the Commission on July 28, 2008.

## B. NOTICE OF PUBLIC HEARING OF THE COMMISSION.

March 24, 2008-Workshop on materials needed for Commission Review.
PUBLIC NOTICE: Mailing: March 17, 2008 to property owners within 300 feet. Publication: Display Advertisements - March 19 and March 21, 2008 Idaho Mountain Express.

April 28, 2008-Commission determination on what, if any, additional notice for PUD CUP. Additional notice was determined to include: mailed notice to additional properties in the areas known as Gopher Gulch neighborhood and the Onyx subdivision. PUBLIC NOTICE:

Agenda posted at City Hall, website and Idaho Mountain Express.

June 16, 2008 - Public Hearing on Planned Unit Development CUP, Design Review and Waterways Design Review. PUBLIC NOTICE:

Mailing: May 29, 2008 to property owners within 300 feet, and property owners in the areas known as Gopher Gulch neighborhood and the Onyx subdivision, as found in the County records.
Publication: May 28, 2008 Idaho Mountain Express; Display
Advertisements - June 4 and Jun 11, 2008 Idaho Mountain
Express.
Posting: June 6,2008 on all street frontages of the property

[^3]July 28, 2008 - Public Hearing on Design Review and Waterways Design Review, continued from June 16, 2008.
PUBLIC NOTICE:
Mailing: July 9, 2008 to property owners within 300 feet, and property owners in the areas known as Gopher Gulch neighborhood and the Onyx subdivision, as found in the County records.
Publication: July 16, 2008 Idaho Mountain Express; Display Advertisements - July 11, 23 and 25, 2008 Idaho Mountain Express.
Posting: July 11, 2008 on City of Ketchum website; July 17, 2008 on all street frontages of the property.

## C. COMPANION APPLICATIONS

An application for a Planned Unit Development Conditional Use Permit was received in connection with this Design Review application on February 8, 2008.

## D. STUDIES SUBMITTED

1. Traffic Impact Analysis by Galena Engineering, dated April 2008.
2. Soils report by Butler Associates - pending, Initial letter regarding geotechnical and civil engineering considerations dated March 20, 2008.
3. Arborist's Assessment Report by Alpine Tree Service, dated December 12, 2007.

## E. PROJECT DESCRIPTION

The proposed project is described by the applicant as a four-star hotel. The proposal contains the following components: 73 guest suites (condominiums), reception and lobby area, full service restaurant and bar, full spa (available for use to outside guests), retail space, meeting and conference room facilities accommodating up to 290 people (also available for use by outside groups), six penthouse residences (condominiums), operational observatory with public access, exterior courtyard and swimming pool, and two levels of underground parking.

Table 1: Proposed Hotel Ketchum Square Footage

| FLOOR LEVEL | DESCRIPTION | SQUARE FEET |
| :--- | :--- | ---: |
| Parking Level 2 | Underground parking | 23,575 |
| Parking Level 1 | Underground parking/ <br> loading | 27,700 |
|  | SUBTOTAL PKG LEVELS | Kitchen/dining; Meeting <br> rooms; Spa; Administration |
| Lower Level | Reception/lobby; Retail; Bar/ <br> restaurant; Guest rooms | 51,275 |
| Ground Level | Guest rooms | 20,900 |
| Second Level | Guest rooms | 21,650 |
| Third Level | Private Residential Units | 20,800 |
| Fourth Level | Observatory | 19,890 |
| Fifth Level |  | 14,260 |
| HOTEL GROSS FLOOR AREA |  | 550 |
| TOTAL FLLOOR AREA <br> INCLUDING PARKING |  | 98,050 |

Table 2: Hotel Matrix

| FOTEL CONFIGURATION | Units | Square Feet |
| :--- | :---: | :---: |
| Guest Rooms | 73 |  |
| SqFt |  | 45,844 |
| Condominium Units | 6 |  |
| SqFt | 79 | 11,770 |
| Hotel Key Count | 82 |  |
| Hotel Bed Count |  |  |
| BOH, Circ. Support |  | 25,626 |
| and Interior Public Areas (SqFt) |  | 83,240 |
|  |  |  |
| TTL HOTEL SqFt |  | 14,260 |
|  |  | $(2,424)$ |
| RESIDENTIAL <br> CONFIGURATION |  | 11,700 |
| Residential Condominiums |  |  |
| (Non-Hotel Residential) |  | 27,747 |
| Less 17\% Circulation |  | $(15,977)$ |
| Net Residential Sq. Ft. |  |  |
|  |  |  |
| Permitted Non-Hotel Residential <br> (Hotel Sq Ft /.75 - Hotel Sq Ft) |  |  |
|  |  |  |
| Over / (Under) |  |  |

Table 3: Waiver Requests, Hotel Ketchum


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| 17.52.010 (I) <br> HEIGHT | MAXIMUM: 35 ft | PROPOSED: 58 ft <br> NOTE: Architectural <br> Feature - Observatory <br> Dome height is 75 feet. <br> Elevator housing and <br> other roof features extend <br> above 58 ft as shown in <br> A1-D dated May 1, 2008, <br> and are set back from <br> primary building wall. <br> [See 17.96.090(B)(3)(b)] | 17.52 .010. H.3 states, <br> "'Hotels which meet <br> the definition of <br> Hotel...may exceed <br> the maximum <br> ..height..." (No <br> specific height is <br> listed.) |
| :--- | :--- | :--- | :--- |
| 17.116 .080 | Construction shall <br> commence within 1 year <br> of granting CUP. | Increase time period for <br> validity of PUD CUP and <br> Design Review to 2 <br> years. | Complexities of <br> construction plans <br> associated with hotel <br> developments require <br> increased time periods <br> ferm of Design Review |
| (and) | is 1 year. |  |  |

Table 4: Required Parking, Hotel Ketchum

| USE | REQUIREMENT | \# SPACES <br> REQUIRED |
| :---: | :---: | :---: |
| Hotel | .66 spaces per room ( $\times 73$ rooms) | 48.18 |
| Condominiums | 1 space per 1,500 net sq ft (x $11,770 \mathrm{sq} \mathrm{ft})$ | 7.84 |
| +Residential guest space | 1 guest space for every 4 units (x 6 units) | 1.50 |
| Conference facility | I space per $200 \mathrm{sq} \mathrm{ft} \mathrm{seating} \mathrm{area} \mathrm{( } \mathrm{x} 3,270 \mathrm{sq} \mathrm{ft}$ ) | 16.35 |
| Retail/spa/office | 1 space per 600 sq ft net floor area (x $3,715 \mathrm{sq}$ f) | 6.19 |
| Restaurant | 1 space per 200 sq ft seating area ( x 3390 sq ft ) | 16.95 |
| TOTAL REQ SPACES |  | 97.01 |

[^4]Table 4.1 Proposed Parking

| Underground | Valet Parking (Levels 1 \& 2) | 94.0 |
| :--- | :--- | ---: |
| Surface | River Street | 4.0 |
| TTL SPACES |  | 98.0 |

Table 5: Miscellaneous Code Requirements

| SUBJECT | ORDINANCE REQUIREMENT | PROPOSED |
| :--- | :--- | ---: |
| Open Site Area | 17.52 .010 (J): 35 \% minimum with 5\% <br> allowance for private decks (= Net 30\%) | $30.08 \%$ |
| Curb Cuts | River Street $\quad 35 \%$ allowed <br> Leadville Avenue 35\% allowed | $29.0 \%$ |

## F. STAFF REPORT ATTACHMENTS

The following documents and drawings were referenced as attachments to staff reports and incorporated herein.

Attachment 1: Application items
Attachment 2: Department Head and Agency comments
Attachment 3: Public comment
Attachment 4: Applicant correspondence
Attachment 5: Traffic Impact Analysis
Attachment 6: Arborist's Assessment Report
Attachment 7: Economic Impact Study
Attachment 8: Comprehensive Plan/Sub-Area Analysis
Attachment 9: Staff Analysis of Gateway Area Mass \& Scale Study
Attachment 10: Permitted and conditional uses in T, CC and GR-L
Attachment 11: Draft Development Agreement
A full set of architectural, landscape and civil drawings are on file in the Planning Department, and are set forth in Exhibit A attached hereto. The Commission's decision was based on these drawings, as noted.

## G. KETCHUM CITY CODE 17.96 .090 (B) DESIGN REVIEW STANDARDS AND KETCHUM CITY CODE 17.88.060 (E) WATERWAYS DESIGN REVIEW STANDARDS

On June 16, 2008 and July 28, 2008 the Planning and Zoning Commission conducted public hearings and used the following design review criteria and standards as a basis in favorably concluding by a vote of 4 to 1 , that the Trail Creek LLC's applications for Design Review and Waterways Design Review for the project named "HOTEL KETCHUM" complies with Ketchum Code Title 17, Chapters 17.96 and 17.88. Commissioners Burns, Doty, Fabiano and Williams voted in favor and Commission Cook voted in opposition.

The following sets forth the applicable Design Review Standard and the Commission's conclusion:

## STANDARD 17.96.090(B)(1) SITE DESIGN:

The sife's significant natural features such as hillsides, mature trees and landscaping shall be preserved. Cuts and fills shall be minimized and shall be concealed with landscaping, revegetation and/or natural stone material.

## Finding:

The site slopes to the south toward Trail Creek, from an elevation of approximately 5831 feet at the northwest comer to 5799 feet along the southern boundary at Trail Creek. The slope becomes stecper closer to the creek. Existing grade is shown on Civil Sheet C2.

The site includes an area of riparian setback from the creek that has been altered and degraded, which is proposed for restoration by the applicant. Landscape Sheet L-5, Riparian Enhancement Plan, shows preliminary riparian landscape plantings.

The site also contains eighty-three (83) existing trees, including several mature conifer trees. An Arborist's Assessment Report by Alpine Tree Service (Attachment 6) was submitted with the application, giving further information about the health of the 83 trees on site. Eighteen (18) trees, seven (7) of which are designated as "resource trees" in the Arborist's Assessment Report, are to be preserved in their current location. Two (2) other conifer trees will be transplanted. Sheet L-4 shows specifically which trees will be retained. Forty-six (46) new trees and 118 new shrubs are proposed to be planted by the applicant. Sheet L-3 shows the preliminary planting plan. The Commission found the preservation and proposed planting plans in compliance with this standard, despite the fact that a total of sixty-three (63) trees will be removed. The Arborist's Assessment Report notes that 43 trees are diseased or dying, inappropriate species for the location, or not considered valuable.

The development requires demolition and removal of the existing Trail Creek Village structures, and necessitate the excavation of a significant amount of material in connection with construction of the 2-level underground parking garage. Six retaining walls are proposed, both in the Main

[^5]Street right-of-way and also on the south side of the project as the land slopes down toward Trail Creek. The retaining walls will be faced with the same stone as featured on the hotel.

## Conclusion:

Upon compliance with conditions of approval, the site's significant natural features such as hillsides, mature trees and landscaping are acceptably preserved. Cuts and fills are minimized and are concealed with landscaping, revegetation and/or natural stone material.

## STANDARD 17.96.090(B)(2)(a-d) COMPATIBILITY:

a. The structure shall be compatible with the townscape and surrounding neighborhoods with respect to height, bulk, setbacks and relationship to the street.

## Finding:

Bulk is defined in the Ketchum Zoning Code as follows:
3.13 Bulk - "Bulk" is the term used to decide the size and mutual relationships of buildings and other structures, and therefore includes:
(1) The size of buildings and other structures;
(2) The shape of buildings and other structures;
(3) The location of exterior walls of buildings and other structures, in relation to area of a lot, to the centerline of streets, to other walls of the same building, and to other buildings or structures; and,
(4) All open spaces relating to a building or a structure.

The following chart shows projects which are located adjacent to or directly across the street from the proposed hotel. Building footprint, setback from street, and building height are noted for each one.

| PROJECT | FOOTPRINT <br> SIZE (sq. ft.) | SETBACK FROM <br> STREET | NUMBER OF <br> STORIES |
| :--- | :--- | :--- | :--- |
| Kentwood Lodge | 21,780 | $1^{\prime}$ (River) | 3 |
| Leadville Residences | 7,000 | $15^{\prime}$ (Leadville) | 3 |
| 200 S Leadville TH | 3,800 | $14^{\prime}$ (Leadville) | $2-3$ |
| Trail Creek Crossings | 16,086 | $100^{\prime}$ (Main); <br> $75^{\prime}$ (Leadville) | 2 |
| La Residence | 2,210 | $22^{\prime}$ (Leadville) | 2 |
| Sotheby's | 770 | $7^{\prime}$ (Main) | $1+$ daylight |

*Note: Figures shown are approximate.
The applicant has provided computer simulated renderings showing the proposal and surrounding buildings from various points as well as aerial viewpoints, Sheets A-1A1, A-1A2, A-1A3, A-1A4, SK.01, and SK. 02.

The analysis of the Gateway Area Mass \& Scale Study, Attachment 9, also addresses bulk, scale and relationship to street. The study recommends setting upper floors back. Levels 3 and 4 are both stepped back creating a lower building toward Trail Creek. Level 3 is stepped back approximately 13 feet and level 4 is stepped back 29 feet from the south (Trail Creek) side. Level 4 is stepped back approximately 7 feet from the north (River Street) side. Level 4 is also stepped back 5 feet from both the west (Main Street) side and east (Leadville Ave) side.

The Gateway Area Mass \& Scale Study also notes that "River Street edges of these properties may be more urban, as a transition into the downtown core."

The Commission found that the proposed hotel, located on River Street in the Tourist District and adjacent to the Community Core, is acceptable in terms of compatibility with the townscape to the north including the adjacent Kentwood Lodge. Commissioner Cook dissented on this point, finding the project's bulk not compatible with the vicinity.

## Conclusion:

Upon compliance with conditions of approval, the structure is compatible with the townscape and surrounding neighborhoods with respect to height, bulk, setbacks and relationship to the street
b. The project's materials, colors and signing shall be compatible with the townscape, surrounding neighborhoods and adjoining structures.

## Finding:

The following chart shows the exterior materials and colors of buildings which are located adjacent to or directly across the street from the proposed hotel.

| PROJECT | EXTERIOR <br> MATERIALS | COLORS |
| :--- | :--- | :--- |
| Kentwood Lodge | Stucco; stone, wood <br> and log trim | Tan; natural wood and <br> green trim |
| Leadville Residences | Stucco; stone and <br> wood trim | Beige; dark red and <br> natural wood trim |
| 200 S Leadville TH | Stucco; wood trim | Beige; natural wood trim |
| Trail Creek Crossings | Shake siding; wood <br> and stone trim | Gray/beige; natural wood <br> trim |
| La Residence | Log, stone and stucco | Natural wood, beige; <br> green trim |
| Sotheby's | Wood siding, stone | Gray |

The proposed building features primarily cement plaster, metal panels, stone and wood. Low reflecting metal panels are located at certain upper balcony bays on all elevations. Wood is

[^6]presented in horizontal wood slats and heavy timber columns and beams. There is a standing seam metal roof. Canopies are also of metal. Sheets A3.01 through A3.04 call out exterior materials. Sheets A8.01 and A8.02 are details of exterior elevations.

The Commission approved a general palette of Cor-Ten steel, copper or other metal with a matte finish and in a warm color, cut moss rock as or similar to that presented, and plaster in a color to be decided. All specific materials and colors are to be decided by the Commission at a later date. Prior to construction of the building exterior, the applicant shall provide an on-site, large scale (wall size) mock up that will be portable and visible in sun and shade and at different times of day. This is a condition of approval.

## Conclusion:

Upon compliance with conditions of approval, the project's materials, colors and signing are compatible with the townscape, surrounding neighborhoods and adjoining structures.

## c. Consideration shall be given to significant view corridors from surrounding properties.

## Finding:

The most significant view from the surrounding properties is toward Baldy. The view of Baldy will be blocked by the proposed hotel for properties to the east and northeast of the subject property across Leadville Avenue. Sheet A-1A2 is a computer rendered view from Leadville Avenue.

Primary views along Main Street to the north may be affected from points south of the hotel, but unaffected adjacent to the hotel. Primary views toward Baldy from Main Street will not be affected.

The Commission found that views of Baldy from across Leadville Avenue and views to the north from Main Street would also be significantly obstructed by a 44 foot high building, which could be built (with pitched roof) in this location without waivers.

## Conclusion:

Consideration has been given to significant view corridors from surrounding properties.
d. Preservation of significant landmarks shall be encouraged and protected, where applicable. A significant landmark is one which gives historical and/or cultural importance to the neighborhood and/or community.

## Finding:

Demolition of the existing historic buildings in Trail Creek Village will be subject to Ketchum's demolition ordinance (Municipal Code Chapter 15.16). According to the 2005 Windshield Survey by Walsworth and Associates, these buildings were constructed in the 1940s and were

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originally a motel complex, later renovated into shops and restaurants. The applicant will be required to apply for a demolition permit and may not demolish or relocate the buildings until a building permit is issued for the new building. Re-use of any buildings, re-use of any building materials in the new project, and/or provision of an interpretive area on the site with photographs and history of the Trail Creek Village are options to acknowledge the historic buildings. The applicant may re-use certain of the existing materials. The applicant shall have photographs of the old Trail Creek Village in a "photo gallery" area in the hotel; this is a condition of approval.

## Conclusion:

Upon compliance with conditions of approval, preservation of significant landmarks (Trail Creek Village) are encouraged and protected.

## STANDARD 17.96.090(B)(3)(a-I) ARCHITECTURAL OUALITY:

a. Consideration shall be given to natural light reaching public streets, sidewalks and open spaces.

## Finding:

A solar study has been provided and is shown on Sheets A-1G1 through A-1G4. Details of the study follow:

Spring (March 21) and Autumn (September 21) These are nearly identical,
9 AM: Main Street sidewalks and River street roadway and sidewalks are entirely in shadow, as are small areas of Kentwood Lodge.
12 Noon: Sidewalks on River and Leadville are mostly in shadow.
3 PM: Sidewalk and roadway of Leadville Avenue are entirely in shadow. 200 South Leadville Townhomes begins to be shaded.

## Summer (June 21)

9 AM: Most of Main Street roadway and sidewalks, a small part of River Street roadway and most of River Street sidewalks adjacent to the hotel are in shadow.
12 Noon: Most of River Street sidewalk adjacent to hotel is shaded.
3 PM: All of Leadville Avenue sidewalk and a small portion of the roadway is shaded.

## Winter (December 21)

9 AM: All of River Street roadway and sidewalks and significant portions of Kentwood Lodge are in shadow.
12 Noon: Most of River Street continues to be shaded. All of the River Street/Leadville Avenue intersection and most of Leadville Avenue adjacent to the hotel are in shadow.
3 PM: Leadville Avenue and much of 200 South Leadville Townhomes are in shadow. A very small portion of the River/Leadville Avenue intersection is still shaded.

The extended sidewalk area on the corner of Main and River Streets remains in sun throughout the day, even during the winter. The hotel's courtyard is sunny except for afternoon hours in autumn,

[^7]winter and spring. While public streets, sidewalks and open spaces are shaded at certain times, the Commission acknowledged that a 44 -foot high building could be built in this location under current zoning, and that a building that high would also significantly affect natural light reaching public areas.

## Conclusion:

Consideration has been given to natural light reaching public streets, sidewalks and open spaces.
b. The building character shall be clearly defined by use of sloped roofs, parapets, cornices or other architectural features.

## Finding:

The building features a reverse pitch shed roof with a slope of $1: 12$, according to Sheet A2.06, Roof Plan. The proposed observatory with a domed roof is a unique feature of the proposed building. The observatory is 75 feet high, extending approximately 17 feet above the 58 -foot height plane.

The elevator shaft also projects up to 12 feet above the 58 -foot height plane, as shown on Sheet A3.01R. The elevator has been extended to provide ADA access to the observatory level. The elevator is set back 44 feet on the primary building wall on River Street, 36 feet from Main Street, and 130 feet from Leadville, so is unlikely to be visible from ground level near the building, but may be visible from the upper stories of other properties and from higher ground.

The Commission found that, with the exception of the proposed observatory, most of the roof elements that extend above the 58 -foot height plane are set back from the edge of the building an adequate distance that their visibility is mitigated. Concern was expressed that mechanical equipment should not extend above the 58 -foot height plane. The applicant stated that final mechanical design has not yet been completed and building code requirements will force some equipment to the top of the roof. A final roof plan showing the elevator design and other rooftop equipment is required as a condition of approval.

## Conclusion:

Upon compliance with conditions of approval, the building character is clearly defined by use of sloped roofs, parapets, cornices or other architectural features. In this case, the observatory dome is an architectural feature.

## c. There shall be continuity of materials, colors and signing within the project.

## Finding:

The use of varied materials - stone, timber columns and beams, wood slats, two colors of cement plaster, metal panels and trim, and the cast in place concrete - is continued on all elevations of the building.

[^8]Final materials and colors are to be approved by the Commission at a later date. Prior to construction of the building exterior; the applicant shall provide an on-site, large scale mock up that will be portable and visible in sun and shade and at different times of day. This is a condition of approval.

A master signage plan is to be approved by the Commission at a later date. This is a condition of approval.

Conclusion:
Upon compliance with conditions of approval, there is continuity of materials, colors and signage within the project.

## d. There shall be continuity among accessory structures, fences, walls and landscape features within the project.

## Finding:

No accessory structures or fences are proposed. Six retaining walls are proposed - in the Main Street right-of-way, in the Leadville Avenue right-of-way where the retaining walls function as landscape beds for several aspen trees, and on the south side of the project as the land slopes down toward Trail Creek. The retaining walls will be faced with the same stone as featured on the hotel.

## Conclusion:

There is continuity among accessory structures, fences, walls and landscape features within the project
e. Building walls which are exposed to the street shall be in scale with the pedestrian.

## Finding:

The proposed building walls are exposed to the streets on all sides - Main, River and Leadville. All three of these elevations use a variety of materials at street level. Storefront windows are also on the ground level (eight on the River Street elevation). A cut moss stone with horizontal orientation is proposed for the ground level and up to the observatory level and the main hotel entrance. The final stone material is to be approved by the Commission at a later date. Prior to construction of the building exterior, the applicant shall provide an on-site, large scale mock up that will be portable and visible in sun and shade and at different times of day. This is a condition of approval. The Commission found that these materials and elements provide an appropriate scale.

## Conclusion:

Upon compliance with conditions of approval, building walls which are exposed to the street are in scale with the pedestrian.
f. Building walls shall provide undulation/relief thus reducing the appearance of bulk and flatness.

## Finding:

The building walls offer relief by the upper floors stepped back to different distances, and by the recessed balconies. Levels 3 and 4 are both stepped back creating a lower building toward Trail Creek. Level 3 is stepped back approximately 13 feet and level 4 is stepped back 29 feet from the south (Trail Creek) side. Level 4 is stepped back approximately 7 feet from the north (River Street) side. Level 4 is also stepped back 5 feet from both the west (Main Street) side and east (Leadville Ave) side. Elevations, Sheets A3.01R through A3.04R, show these step-backs. The Gateway Area Mass \& Scale Study contemplated a four story building in this location, recommending that the four story portion be located along River Street with other elevations stepping back.

Varying materials also contribute to reducing the appearance of bulk and flatness. Materials are indicated on Sheets A3.01A through A3.04A. Additional exterior materials were suggested by the Commission at the June 16, 2008, hearing as a method of fuuther reducing the perceived bulk and flatness.

The introduction of metal panels at certain balcony bays on all four building elevations was presented at the July 28, 2008 hearing. The variation in materials is intended to break the rhythm of the facades and give the appearance of separating the building into smaller sections. The metal panels wrap around from the west and east elevations to the south elevation, providing additional material changes to break up the mass of the building. The metal panels are also placed on the River Street façade, above the hotel's main entry doors, bringing further definition to the hotel's entrance.

Blade awnings, also described as metal shade canopies, at the $2^{\text {nd }}$ and $3^{\text {rd }}$ level balconies as well as over the garage entrance were also added to the proposal. These awnings project out beyond the building face up to two feet. The awnings are intended to add depth and shadow to the building, to further articulate the facades.

Levels three and four feature horizontal wood slats to add articulation and rhythm, also additional elements presented on July 28. These wood slats are to be outside the windows and some portions of walls. The wood slats outside windows will be moveable. The Commission required further information and demonstration of how the movement of these slats would affect the appearance of the building. This is a condition of approval.

The Commission found that, with the addition of new building materials and elements as requested at the June 16 hearing and presented on July 28, adequate undulation and relief are provided to reduce the appearance of bulk and flatness. Commissioner Cook dissented on this point, finding inadequate undulation and relief.

[^9]
## Conclusion:

Upon compliance with conditions of approval, building walls provide undulation/relief thus reducing the appearance of bulk and flatness.
g. Exterior lighting shall not have an adverse impact upon other properties and/or public streets.

## Finding:

The exterior lighting plan is shown on Sheet A2.01L. The architect's recommended light fixtures are shown on (un-numbered) spec sheets dated March 24, 2008. The proposed lighting plan and light fixtures appear to meet Ketchum's Dark Sky Ordinance. Submittal of a final lighting plan and continued compliance with Chapter 17.132 are conditions of approval. No uplighting is allowed.

## Conclusion:

Upon compliance with conditions of approval, exterior lighting will not have an adverse impact on other properties and/or public streets.

## h. Garbage storage areas and satellite receivers shall be screened from public view.

## Finding:

Garbage and recycling areas are entirely enclosed within underground Parking Level 1, Sheet A2.P1. Garage doors, when closed, will further shield the garbage storage area.

Any telecommunication receivers that may be needed will be a maximum of approximately one meter in diameter and located on a flat portion of the roof not visible from surrounding locations. A final roof plan showing satellite devices and other rooftop equipment is required as a condition of approval.

## Conclusion:

Upon compliance with conditions of approval, garbage storage areas and satellite receivers are screened from public view
i. Utility, power and commumication lines within the development site are concealed from public view where feasible.

## Finding:

All such utility service lines within the site will be installed underground. Contribution by the applicant to undergrounding power lines in the adjacent rights-of-way is included as a condition of the PUD CUP approval.

[^10]
## Conclusion:

Utility, power and communication lines within the development site are concealed from public view.

## j. Door swings shall not obstruct or conflict with pedestrian traffic.

## Finding:

Entrances are shown on Ground Level Floor Plan, A2.01. Most entry doors are sliding doors. Doors that open outward do not extend onto public sidewalks. Doors shall be pursuant to International Building Code requirements.

## Conclusion:

Door swings do not obstruct or conflict with pedestrian traffic.
k. Building design should include weather protection which prevents water to drip or snow to slide on areas where pedestrians gather and circulate or to adjacent properties.

## Finding:

The pedestrian entrances to the building are protected by the building above, and at the motor court by a metal canopy. The roof is a reverse pitched shed roof, snow will not slide onto pedestrian areas or adjacent properties. Roof Plan is shown on Sheet A2.06.

Conclusion:
Building design includes weather protection which prevents water to drip or snow to slide on areas where pedestrians gather and circulate or to adjacent properties.

## 1. Exterior siding materials shall be of natural wood or masonry origin or similar

 quality. Metal siding is discouraged in all zoning districts.
## Finding:

The proposed building features cement plaster, metal panels, stone and wood (both heavy timbers and wood slats). These materials are found on all four elevations. Sheets A3.01 through A3.04 call out exterior materials. Sheets A8.01 and A8.02 are details of exterior elevations.

The Commission specified a Cor-ten, copper or other metal with a "matte" finish for the panels. The Commission finds the use of the metal panels as specified to be appropriate in this application.

All specific exterior siding materials are to be decided by the Commission at a later date. Prior to construction of the building exterior; the applicant shall provide an on-site, large scale mock up that will be portable and visible in sun and shade and at different times of day. This is a condition of approval.

[^11]
## Conclasion:

Upon compliance with conditions of approval, exterior siding materials include natural wood or masonry origin or similar quality.

## STANDARD 17.96.090(B)(4)(a-h) CIRCULATION DESIGN:

a. Pedestrian, equestrian and bicycle access which is adequate to satisfy demands relative to development size shall be provided. These accesses shall be located to connect with existing and anticipated easements and pathways.

## Finding:

Sidewalks are proposed along all three street frontages, providing pedestrian access via City sidewalks in the vicinity. Sidewalk widths are 6 feet on Main Street, as proposed but not less than 5 feet on River Street, and 5 feet on Leadville Avenue. Civil Sheet C3 shows proposed sidewalks. Sidewalk improvements will be installed southward along Main Street to the bridge to Trail Creek Crossings, pursuant to a condition of approval. Bicycle access is provided on City streets in this vicinity. Bike racks are required. There is no known equestrian use in this location.

Conclusion:
Upon compliance with conditions of approval, pedestrian, equestrian and bicycle access which is adequate to satisfy demands relative to development size are provided. These accesses are located to connect with existing and anticipated easements and pathways.
b. The building(s) is primarily accessed from the public sidewalk for the majority of the individual uses proposed. It is the intent to promote exterior circulation with numerous comections to the public sidewalk and exposure to the street. This includes atilizing arcades, courtyards and through block connections.

## Finding:

The proposed building is accessed directly from the public sidewalks on both Main Street and River Street. There are four doorways off River Street - to the hotel, restaurant, retail and spa. There are two doorways off Main Street - to the restaurant and the meeting facilities. The Ground Level Floor Plan, Sheet A2.01, shows these ground level entrances from the public sidewalks.

## Conclusion:

The building is primarily accessed from the public sidewalk for the majority of the individual uses proposed. There are numerous connections to the public sidewalk and exposure to the street.
c. Traffic shall flow safely within the project and onto adjacent streets. Traffic includes vehicle, bicycle, pedestrian and equestrian use. Consideration shall be given to adequate sight distances and proper signage.

[^12]
## Finding:

Traffic circulation will be primarily within the three public streets and along public sidewalks fronting the building. A motor court separated from River Street by a landscaped island is proposed for drop-offs and those checking in. The curb cuts for this motor court are 72 feet from Main Street and 52 feet from Leadville Avenue intersection centerlines. The Traffic Impact Analysis recommends that the landscaping within this island will allow adequate site distance for drivers and pedestrians; this is a condition of approval.

Traffic circulation on Leadville Avenue is further described in item (e) below. All guest parking will be by valet. A snowmelt system will be installed within Leadville Avenue. See Sheet A-2A and A-3F. A condition of the PUD CUP approval is the extension of heated asphalt shall be extended to include the entire River Street/Leadville Avenue intersection and shall be extended to the south on Leadville Avenue as required to accommodate drainage and vehicular traction.

A low retaining wall is proposed within the Main Street right-of-way. Such a wall provides physical separation between pedestrians and vehicular traffic. Final design of this wall is subject to ITD and City Engineer approval. As the retaining wall would be located within the public right-of-way, it shall be subject to removal at any time.

## Conctusion:

Upon compliance with conditions of approval, traffic will flow safely within the project and onto adjacent streets. Consideration has been given to adequate sight distances.

## d. Parking areas have functional aisle dimensions, backup space and turning radius.

## Finding:

The underground parking areas have 24 -foot aisle widths in all locations; this is the standard for 90 degree parking pursuant to Ketchum Code 17.124.060 (A).

## Conclusion:

Parking areas have functional aisle dimensions, backup space and turning radius.
e. Location of parking areas is designed for minimum adverse impact upon living areas within the proposed development and minimizes adverse impact upon adjacent properties with regard to noise, lights and visual impact.

## Finding:

Sheet A-2A shows vehicular circulation on Leadville Avenue and in the location of the underground parking and service areas, which are indicated on Parking Level 1 Floor Plan, Sheet A2.P1. Vehicles will access the parking garage via the right-hand entrance, which is 20 feet wide, allowing for both ingress and egress lanes. All vehicles are expected to enter and exit the parking garage in a forward motion. The majority of traffic into and out of the garage will be by valet parking. Valet parking is found to be more efficient than self-parking and the number of on-site

[^13]parking spaces is deemed adequate, with 4 River Street spaces available. Impacts to adjacent residences on Leadville will be noise from the auto traffic, and at night, headlights as autos turning from River onto Leadville and as they exit the garage.

The left-hand entrance is 22 feet wide and is for delivery, service and garbage vehicles. According to the applicant, it will allow for entry by " 25 " to 30 ' panel-type trucks" and trash overloader trucks. The bay area is 35 feet deep, so that such trucks will be able to back into the bay area their full length and be completely off the street. The applicant states: "Tractor trailertype trucks are expected to be a rare occurrence, but will likely not be able to back into the dock area." Partial obstruction of Leadville Avenue will occur at these times.

Dumpsters and/or trash compactors will be inside the bay area. Garbage trucks are anticipated to turn into the bay area to the trash compactor, and then back out onto Leadville Avenue. There is ample clearance for trucks to approach the dock, pick up the dumpster, and back up a few feet to over-swing the dumpster within the bay area.

There will be functional rolling garage doors at both entrances to shield the views into the service and parking levels. The doors will also aid in noise control. However, there will be times when the doors are open as vehicles are moving into and out of these areas and maneuvering on Leadville Avenue. There will be low level lighting to reduce glare.

The applicant is to provide additional screening in the form of landscaping and fencing on the property of 200 South Leadville Townhomes.

The Commission found that while service vehicle and auto movements on Leadville will have some adverse impact on the adjacent residences, the impact will be reduced to an acceptable level by the design and operation components described above.

## Conclusion:

Upon compliance with conditions of approval, underground parking area is designed for minimum adverse impact upon living areas within the proposed development and minimizes adverse impact upon adjacent properties with regard to noise, lights and visual impact.

## f. Curb cuts are located away from major intersections and off high volume roadways where possible.

## Finding:

Civil Sheet C3 shows roadways, intersections and proposed curb cuts. Curb cuts are located on River Street and Leadville Avenue. The curb cuts on River Street are 72 feet from Main Street and 52 feet from Leadville Avenue intersection centerlines. The curb cut on Leadville Avenue is 132 feet from the River Street intersection centerline.

[^14]
## Conclusion:

Curb cuts are located away from major intersections and off high volume roadways.
g. Adequate unobstructed access for emergency vehicles, snow plows, garbage trucks and similar service vehicles to all necessary locations within the proposed project is provided.

## Finding:

Emergency vehicles and snow plows will utilize the city streets. Emergency vehicles would access the hotel via the motor court off River Street. Garbage trucks and service and delivery vehicles will enter the underground parking and loading area directly from Leadville Avenue. A snowmelt system will be installed within Leadville Avenue. Sheet A-2A and A-3F show vehicular circulation and snowmelt plan, respectively. A condition of the PUD CUP approval is the extension of heated asphalt shall be extended to include the entire River Street/Leadville Avenue intersection and shall be extended to the south on Leadville Avenue as required to accommodate drainage and vehicular traction.

## Conclusion:

Upon compliance with conditions of approval, adequate unobstructed access for emergency vehicles, snow plows, garbage trucks and similar service vehicles to all necessary locations within the proposed project is provided.
h. The project is designed so as to provide adequate snow storage areas or removal for snow cleared from the parking areas and roadways within the project. ( 50 percent).

## Finding:

No snow storage areas are proposed. On-site parking is underground, and the motor court at the hotel's main entrance is to have a snow-melt system. Sheet A-3F shows the proposed snowmelt plan. A condition of the PUD CUP approval is that the heated asphalt shall be extended to include the entire River Street/Leadville Avenue intersection and shall be extended to the south on Leadville Avenue as required to accommodate drainage and vehicular traction.

## Conclusion:

Upon compliance with conditions of approval, the project provides adequate snow storage areas or removal for snow cleared from the parking areas and roadways within the project

## STANDARD 17.96.090(B)(5)(a-d) LANDSCAPE OUALITY:

a. Substantial landscaping is to be provided, which is in scale with the development and which provides relief from and screening of hard surfaces. Total building surface area and street frontage will be considered when determining whether substantial landscape is being provided. (Landscaping shall be defined as trees, shrubs, planters, hanging plants, ground cover and other living vegetation).

[^15]
## Finding:

The southern portion of the site includes an area of riparian setback from the creek that has been altered and degraded. The southern property line frontage along Trail Creek measures approximately 125 feet and is bordered to the east by La Residence Condominiums and to the west by Highway 75. The applicant proposes to restore and revegetate the riparian area. The preliminary riparian enhancement plan is shown on Landscape Sheet L-5.

Eighteen (18) of eighty-three (83) existing trees are to remain in their current location. Forty-six (46) new trees and 118 new shrubs are proposed to be planted by the applicant. Sheet L-3 shows the preliminary planting plan.

Street trees along Main Street will be maple or other mid-size deciduous street tree. Final tree species selections must be administratively approved.

## Conclusion:

Upon compliance with conditions of approval, substantial landscaping is provided, which is in scale with the development and which provides relief from and screening of hard surfaces.
b. Landscape materials and vegetation types specified shall be readily adaptable to a site's microclimate, soil conditions, orientation and aspect, and shall serve to enhance and compliment the neighborhood and townscape. Consideration should be given to the use of native, drought-resistant plant materials.

## Finding:

Landscape Sheet L-3 shows the preliminary landscape plan. Proposed planting materials are hardy to Ketchum's zone.

The tree species proposed on the east and west property boundaries are not utility line compliant. If the utility lines are not relocated underground, different tree species should be chosen that are utility line compliant. Kentucky Bluegrass is not an acceptable high elevation ground cover as it requires too much irrigation. Submittal of final plans for administrative approval by the City Arborist for tree species and by the Planning Department for the overall landscape plan, is a condition of approval.

## Conclusion:

Upon compliance with conditions of approval, landscape materials and vegetation types are readily adaptable to a site's microclimate, soil conditions, orientation and aspect, and serve to enhance and compliment the neighborhood and townscape. Consideration has been given to the use of native, drought-resistant plant materials.
c. The preservation of existing significant trees, shrubs and important landscape features (mapped in accordance with Site Design, Paragraph 1) shall be encouraged.

[^16]Page 23

## Finding:

The site contains eighty-three (83) existing trees, including several mature conifer trees. Eighteen (18) trees, seven (7) of which are designated as "resource trees" in the Arborist's Assessment Report (Attachment 6), are to be preserved in their current location. Two (2) other conifer trees will be transplanted. Sheet L-4 shows specifically which trees will be retained. A condition of approval states that an ISA Certified Arborist shall be retained by the developer to: (a) provide a written Tree Preservation Plan for the public and private trees, to be reviewed and approved by the City Arborist; and (b) provide monthly site visits with the City Arborist during construction for compliance checks. The Commission found the preservation plan in compliance with this standard, despite the fact that a total of sixty-three (63) trees will be removed.

## Conclusion:

Upon compliance with conditions of approval, an acceptable level of preservation of existing significant trees, shrubs and important landscape features is met.
d. Landscaping shall provide a substantial buffer between land uses, including, but not limited to, structures, streets and parking lots. The development of landscaped public courtyards, including trees and shrubs where appropriate shall be encouraged.

## Finding:

The preliminary design, Sheet L-3, shows a low retaining wall with landscaping within the Main Street right-of-way. Such a wall provides physical separation and buffer between pedestrians and the street. Final design of this wall is subject to ITD and City Engineer approval. As the retaining wall would be located within the public right-of-way, it shall be subject to removal at any time.

A landscape island between the motor court and River Street provides a buffer between the street and the sidewalk directly in front of the hotel.

Landscape beds on the Leadville Avenue and a portion of the south side of the building are provide a buffer between the structure and sidewalk and street.

The applicant is to provide additional screening (landscaping and/or fencing) on the property of 200 South Leadville Townhomes to buffer the parking and service traffic.

## Conclusion:

Upon compliance with conditions of approval, landscaping provides a substantial buffer between land uses, including, but not limited to, structures, streets and parking lots.

[^17]
## STANDARD 17.96.090(B)(0) ENERGY DESIGN:

Consideration shall be given to proper solar orientation within the project Recognition shall be given to the solar benefits of adjoining properties. (A sun chart as a means of understanding the solar possibilities and limitations shall be encouraged)

## Finding:

A solar study has been provided and is shown on Sheets A-1G1 through A-1G4. Details of the study follow:

## Spring (March 21) and Autumn (September 21) These are nearly identical.

9 AM: Main Street sidewalks and River street roadway and sidewalks are entirely in shadow, as are small areas of Kentwood Lodge.
12 Noon: Sidewalks on River and Leadville are mostly in shadow.
3 PM: Sidewalk and roadway of Leadville Avenue are entirely in shadow. 200 South Leadville Townhomes begins to be shaded.

## Summer (June 21)

9 AM: Most of Main Street roadway and sidewalks, a small part of River Street roadway and most of River Street sidewalks adjacent to the hotel are in shadow.
12 Noon: Most of River Street sidewalk adjacent to hotel is shaded.
3 PM: All of Leadville Avenue sidewalk and a small portion of the roadway is shaded.

## Winter (December 21)

9 AM: All of River Street roadway and sidewalks and significant portions of Kentwood Lodge are in shadow.
12 Noon: Most of River Street continues to be shaded. All of the River Street/Leadville Avenue intersection and most of Leadville Avenue adjacent to the hotel are in shadow.
3 PM: Leadville Avenue and much of 200 South Leadville Townhomes are in shadow. A very small portion of the River/Leadville Avenue intersection is still shaded.

The extended sidewalk area on the corner of Main and River Streets remains in sun throughout the day, even during the winter. The hotel's courtyard is sunny except for afternoon hours in autumn, winter and spring. While public streets, sidewalks and open spaces are shaded at certain times, the Commission acknowledged that a 44 -foot high building could be built in this location under current zoning, and that a building that high would also affect natural light reaching public areas.

## Conclusion:

Consideration has been given to proper solar orientation within the project. Recognition has been given to the solar benefits of adjoining properties.

[^18]
## STANDARD(a) 17.96.090(B)(7) PUBLIC AMENITIES:

Pedestrian amenities are encouraged for all projects and shall be required for commercial uses. Amenities may include, but are not limited to benches and other seating, kiosks, telephone booths, bus shelters, trash receptacles, restrooms, fountains, art, etc. The use of "Ketchum Streetscape Standards" shall be encouraged.

## Finding:

The Commission found that the size and location of the planned Gateway "plaza" area, as snown on Civil Sheet C3, are acceptable. The design for the entire intersection, including public/pedestrian amenities, will be accomplished during the time that the hotel construction plans are being developed. Public pedestrian amenities to be included within adjacent street rights-ofway are included as a condition of the PUD CUP approval.

## Conclusion:

Upon compliance with conditions of approval, pedestrian amenities are provided.

## STANDARD 17.96.090(B)(8) GREEN BUILDING:

Consideration shall be given to green building features within the project. Recognition shall be given to projects that achieve the United States Green Building Council's LEED Certification or earn the Environmental Protection Agency's Energy Star Label. Projects are encouraged to consider energy conservation, indoor air quality, water use, location, waste reduction, recycling and use of sustainable construction materials,

## Finding:

The project design includes the following, as stated in applicant correspondence (Homberger + Worstell, April 29, 2008):

- Utilization of construction methods to control dust, pollution, erosion and contamination.
- Access to public transportation. Bicycle storage.
- Trail Creek habitats actively protected and restored.
- Roofing and site paving of low reflectance and pervious nature where feasible to minimize "heat island" effect.
- Energy systems designed for high efficiency and optimal energy performance. E.g. snowmelt heat rejection design.
- High standards of materials utilization for thermal insulation, use of recycled content, regional materials, low embodied energy in production.
- Implementation of active reuse, recycling and waste management programs.
- Specification of materials with low VOC, offgassing and indoor pollutance.
- Provision of individually monitored lighting and thermal comfort control system.

[^19]Conclusion:
Consideration has been given to green building features within the project.
STANDARD 17.88.060(E)(1-19) WATERWAYS DESIGN REVIEW:

1. Preservation or restoration of the inherent natural characteristics of the river and creeks and floodplain areas. Development does not alter river channel.

## Finding:

The current state of the riparian setback zone is degraded. It is has a steep bank that is denuded of vegetation in certain areas. The applicant proposes to restore and enhance the setback area with riparian trees, shrubs, grasses and ground cover. The preliminary riparian enhancement plan is shown on Landscape Sheet L-5. Approval of a detailed plant materials list, detailed plans for riparian restoration, and plans for protection of riparian area and the creek (from debris, chemicals, erosion) during construction is a condition of approval.

The creek channel will not be altered.
Conclusion:
Upon compliance with conditions of approval, the inherent natural characteristics of the river and creeks and floodplain areas are restored. The development does not alter the river channel.
2. Prescrvation of riparian vegetation and wildlife habitat, if any, along the stream bank and within the required minimum twenty-five (25) foot setback or riparian zone.

## Finding:

Riparian vegetation and wildlife habitat will be improved with the proposed restoration within the riparian zone. The preliminary riparian enhancement plan is shown on Landscape Sheet L-5.

## Conclusion:

Upon compliance with conditions of approval, riparian vegetation and wildlife habitat along the stream bank and within the required minimum twenty-five (25) foot riparian zone is preserved.
3. No development other than development by the City of Ketchum or development required for emergency access shall occur within the twenty-five (25) foot riparian zone with the exception of approved stream stabilization work. The Planning and Zoning Commission may approve access to property where no other primary access is available. Private pathways and staircases shall not lead into or through the riparian zone unless deemed necessary by the Planning and Zoniug Commission.

## Finding:

A single gravel/stone walkway within the riparian setback down to the water's edge is proposed, as shown on Landscape Sheet L-5. The single walkway down to the creek is intended to prevent

[^20]rogue pathways that people may make in order to get to the water's edge if no defined way is available. By providing a distinct gravel walkway, erosion from potential rogue pathways will be prevented. This will create a safer situation in terms of the stability of the creek bank. The proposed location of the pathway is visible from the rear of the hotel courtyard. The Commission found that this improved single pathway would effectively limit degradation by pedestrian traffic and is necessary for safety reasons. The Commission specified a pathway of gravel or stone. No raised boardwalk shall be allowed.

## Conclusion:

No development occurs within the twenty-five (25) foot riparian zone with the exception of approved stream stabilization work. Private pathways and staircases shall not lead into or through the riparian zone except for the single pathway approved, as deemed necessary by the Planning and Zoning Commission

## 4. Plan and time frame are provided for restoration of riparian vegetation damaged as a result of the work done.

## Finding:

No riparian vegetation is to be damaged "as a result of the work done." The riparian area wrill be avoided during construction and a full restoration of the riparian setback zone is planned as a part of the development proposal. A condition of approval requires plans for protection of riparian area and the creek (from debris, chemicals, erosion) during construction. A separate condition of approval requires restoration of damaged riparian vegetation within riparian zone prior to completion of the proposed project. A bond to assure such restoration may be required prior to commencement of such work.

## Conclusion:

Upon compliance with conditions of approval, a plan and time frame are provided for restoration of riparian vegetation damaged as a result of the work done
5. New or replacement planting and vegetation includes plantings that are low-growing and have dense root systems for the purpose of stabilizing stream banks and repairing damage previously done to riparian vegetation. Examples of such plantings include: red osier dogwood, common choke cherry, service berry, elder berry, river birch, skunk bush sumac, beb's willow, drummond's willow, little wild rose, gooseberry, and honeysuckle.

## Finding:

A preliminary planting plan has been submitted and includes, from the above list, dogwood, elderberry, willows, gooseberry. Other riparian plantings proposed are shown on sheet L-5. A detailed plant materials list is a condition of approval.

[^21]
## Conclusion:

Upon compliance with conditions of approval, new or replacement planting and vegetation includes plantings that are low-growing and have dense root systems for the purpose of stabilizing stream banks and repairing damage previously done to riparian vegetation.
6. Landscaping and driveway plans to accommodate the function of the floodplain to allow for sheet flooding. Flood water carrying capacity is not diminished by the proposal. Surface drainage is controlled and does not adversely impact adjacent properties including driveways drained away from paved roadways. Culvert(s) under driveways may be required. Landscaping berms are designed to not dam or otherwise obstruct floodwaters or divert same onto roads or other public pathways.

## Finding:

No driveways or berms are proposed. No stream alteration is proposed, nor any change to existing grades within the riparian setback, so flood water carrying capacity will not be diminished. Surface drainage will be more controlled by the addition of appropriate riparian plantings in areas that are currently bare and subject to erosion.

## Conclusion;

Landscaping plans accommodate the function of the floodplain to allow for sheet flooding. Flood water carrying capacity is not diminished by the proposal. Surface drainage is controlled and does not adversely impact adjacent properties.
7. Impacts of the development on aquatic life, recreation, or water quality upstream, downstream or across the stream are not adverse.

## Finding:

Aquatic life, recreation and water quality will be improved with the proposed restoration and planting of appropriate riparian plants within the riparian zone. Currently the riparian zone is subject to erosion.

Conclusion:
Impacts of the development on aquatic life, recreation, or water quality upstream, downstream or across the stream are not adverse.

## 8. Building setback in excess of minimum required along waterways is encouraged.

## Finding:

The building is set back in excess of twenty-five (25) feet; however, a retaining wall for walkway and stairs is at the minimum setback at one point.

Conclusion:
Building setback is in excess of the minimum required along waterways.

[^22]9. The bottom of the lowest floor in the floodplain is a minimum of one (1) foot above the I.R.F'

## Finding:

The building is not in the floodplain.
Conclusion:
The standard is not applicable.
10. The back fill used around the foundation in the floodplain provides a reasonable transition to existing grade, but is not used to fill the parcel to any greater extent.

Finding:
No building foundation in floodplain.
Conclusion:
The standard is not applicable.
11. Driveways comply with effective Street Standards; access for emergency vehicles has been adequately provided for.

Finding:
No driveways or access areas are located within the riparian area.
Conclusion:
The standard is not applicable.
12. Landscaping or revegetation conceals cuts and fills required for driveways and other elements of the development.

Finding:
No cut and fill is proposed within the riparian zone.
Conclusion:
The standard is not applicable.
13. (Stream Alteration) The proposal is shown to be a permanent solution and creates a stable situation.
14. (Stream Alteration) No increase to the 100-year floodplain upstream or downstream has been certified by a registered Idaho engineer.
15. (Stream Alteration) The recreational use of the stream including access along any and all public pedestrian/fisherman's easements and the mesthetic beauty is not obstructed or interfered with by the proposed work.
16. Wetlands are not diminithed.
17. (Stream Alteration) Fish habitat is maintained or improved as a result of the work proposed.
18. (Stream Alteration) The proposed work is not in conflict with the local public interest, including, but not limited to, property values, fish and wildlife habitat, aquatic life, recreation and access to public lands and waters, aesthetic beauty of the stream and water quality.
19. (Stream Alteration) The work proposed is for the protection of the public health, safety and/or welfare such as public schools, sewage treatment plant, water and sewer distribution lines and bridges providing particularly limited or sole access to areas of habitation.

Finding: No Stream Alteration is proposed. No Wetlands are present on the site.
Conclusion:
Items 13 through 19 of Standard 17.88.060(E) are not applicable.

## CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation organized under Atticle 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 zoning ordinance, Title 17.
3. The Planning and Zoning Commission has authority to hear the applicant's Design Review application pursuant to Chapter 17.88 and Chapter 17.96, Ketchum Code Title 17.
4. The Commission's Monday, June 16, 2008 and Monday, July 28, 2008 public hearings and consideration of the applicant's application were properly noticed.
5. The project, Hotel Ketchum, does meet the standards for approval under Chapter 17.96 and 17.88 of Ketchum Code Title 17 only if the following conditions of approval are met.
[^23]
## DECISION

THEREFORE, the Ketchum Planning and Zoning Commission approves this Design Review application for a new hotel building, Hotel Ketchum, this 28th day of July, 2008, provided the following conditions are met:

1. Ketchum Water, Sewer, Fire and Building Department requirements shall be met.
2. Design review elements shall be completed prior to final inspection/occupancy.
3. This Design Review approval is based on the plan sheets dated as referenced in Exhibit A. Building Permit plans must conform to the approved Design Review plans unless otherwise approved in writing by the Commission or Planning and Zoning Administrator. Any building or site discrepancies which do not conform to the approved plans will be subject to removal.
4. This Design Review approval is contingent upon approval of the PUD CUP application and is subject to the requirements set forth in the PUD Agreement.
5. The existing mature trees that are indicated to be preserved or transplanted shall be fenced at the dripline and protected from construction impacts. The survival of all such trees shall be guaranteed for a period of two years. Any tree that is more than $50 \%$ dead (as determined by the City's Arborist) within two years of issuance of Certificate of Occupancy shall be replaced with a specimen tree of significant size in a location as near to the existing location as feasible.
6. All exterior lighting shall comply and continue to comply with Chapter 17.132 of Ketchum Code.
7. Any exterior telecommunication devices shall be located on a flat portion of the roof and not visible from surrounding properties.
8. Landscaping within the island between the motor court and River Street shall allow for adequate sight distance. Final street tree species selection and locations shall be approved by the City Arborist prior to installation. The final landscape plan shall be submitted to the Planning staff for administrative approval prior to installation.
9. If the utility lines on the east and west sides of the building are not relocated underground, different (utility line compliant) tree species shall be chosen. Final species selection for trees below utility lines, if any, shall be approved by the City Arborist prior to installation.
10. An ISA Certified Arborist be retained by the developer to: (a) provide a written Tree Preservation Plan for the public and private trees, to be reviewed and approved by the City Arborist; and (b) provide monthly site visits with the City Arborist during construction for compliance checks.

[^24]11. The pedestrian amenities within the public street right-of-way areas shall include at a minimum:
a) Sidewalks shall be a minimum width of 6 feet on Main Street, as shown but not less than 5 feet on River Street, and 5 feet on Leadville Avenue.
b) Sidewalk along Main Street shall extend south to the bridge to Trail Creek Crossings.
c) Bike racks, trash receptacles, benches and other amenities shall be incorporated in the final landscape plan, to be reviewed and approved by the Commission prior to installation, and prior to any certificates of occupancy.
12. A demolition permit shall be obtained prior to demolition of any structure on the subject property, pursuant to Chapter 15.16 of Ketchum Code. Photographs of the existing buildings shall be retained and displayed in a publicly accessible location within the hotel.
13. Prior to issuance of a building permit and prior to any on-site excavation, a construction mitigation plan shall be submitted to the Planning Department pursuant to Resolution Number 785.
14. The following conditions related to the Waterways Design Review shall be met:
a) A detailed plant materials list, detailed plans for riparian restoration, and plans for protection of riparian area and the creek (from debris, chemicals, erosion) during construction shall be submitted for approval by the Planning Department prior to issuance of a building permit.
b) Riparian vegetation and other landscaping shall be maintained in perpetuity as shown on approved plans.
c) Construction and silt fencing shall be located at the twenty-five (25) foot setback line prior to issuance of a building permit, and shall remain in place for the duration of construction to limit the disturbance to the riparian areas. No construction materials shall be placed within the riparian setback at any time.
d) No decks, patios, outdoor furnishings, or exterior lighting shall be installed within the twenty-five (25) foot riparian zone. No maintenance, including mowing, trimming, and removal, of vegetation within the riparian zone shall take place without approval from the Planning Department.
e) Restoration of damaged riparian vegetation within riparian zone shall be required prior to completion of the proposed project. A bond to assure such restoration may be required prior to commencement of such work.

[^25]f) A single, natural (stone, gravel, decomposed granite or similar) walkway to the water's edge shall be constructed.
15. A general material and color palette is approved, consisting of Cor-Ten steel or patina'd copper with a matte finish and in a warm color, cut moss rock similar to that presented at the hearing, and plaster in a warm color to be determined. All specific materials and colors shall be reviewed and approved by the Commission prior to installation and prior to the issuance of any Certificates of Occupancy. The applicant shall provide an on-site, large scale (minimum 80 square feet) materials mock up that will be portable and visible in sun and shade and at different times of day.
16. A signage master plan shall be submitted for Commission review and approval prior to installation and prior to the issuance of any Certificates of Occupancy.
17. A final roof plan and plans for all rooftop elements shall be submitted for Commission review and approval prior to issuance of a building permit. The plans shall show at a minimum all mechanical and/or telecommunications equipment, the elevator shaft, and the observatory and dome, along with the size, materials/color/exterior finish of all elements. The drawing titled Building Height Analysis, Sheet A-1D, shall be modified and presented along with the Roof Plan, Sheet A2.06, to illustrate how the rooftop elements relate to the maximum roof height permitted by the PUD Conditional Use Permit.
18. A final exterior lighting plan showing location, type, mounting height, lumen output, and spec sheets for fixtures, shall be submitted for staff review and approval prior to installation and prior to the issuance of any Certificates of Occupancy.
19. Final plans for the upper level wooden slats shall be submitted for Commission review and approval prior to installation and prior to the issuance of any Certificates of Occupancy. These elements shall be exterior, and the plans shall indicate how they move and the resulting appearance.

Findings of Fact adopted this 8th day of September, 2008.


[^26]
## EXHIBIT "A"

The full set of architectural, landscape and civil drawings are on file in the Planning Department.

Architectural:
DRAWING DATE
A1.00 July 28, 2008
A-2A May 1,2008
A-3F May 1, 2008
A2.P2 July 28, 2008
A2.P1 July 28, 2008
A2.00 July 28, 2008
A2.01 July 28, 2008
A2.01L January 1, 2008
A2.02 July 28, 2008
A2.03 July 28, 2008
A2.04 July 28, 2008
A2.05 July 28, 2008
A2.06* July 28, 2008
A3.01A July 28, 2008
A3.01R July 28, 2008
A3.02A July 28, 2008
A3.02R July 28, 2008
A3.03A July 28, 2008
A3.03R July 28, 2008
A3.04A July 28, 2008
A3.04R July 28, 2008
A3.05R January 8, 2008
A3.06R January 8, 2008
A4.01 January 8, 2008
A4.02 January 8, 2008
A4.03 January 8, 2008
A4.04 January 8, 2008
A4.05 January 8, 2008
A8.01 July 28, 2008
A8.02 July 16, 2008
A-1B1 May 1, 2008
A-1B2 May 1,2008
A-1A1 May 1, 2008
A-1A2 May 1, 2008
SK. 01 July 16, 2008
SK. 02 July 16, 2008

## DESCRIPTION

Site Plan
Vehicular Circulation
Snowmelt Plan
Parking Level 2 Floor Plan
Parking Level 1 Floor Plan
Lower Level Floor Plan
Ground Level Floor Plan
Ground Level Lighting Plan
Level 2 Floor Plan
Level 3 Floor Plan
Level 4 Floor Plan
Level 5 Floor Plan
Roof Plan
West Elevation (w/materials)
West Elevation
North Elcvation (w/materials)
North Elevation
East Elevation (w/materials)
East Elevation
South Elevation (w/materials)
South Elevation
West Courtyard Elevation/Section
East Courtyard Elevation/Section
Enlarged Guest Room Plans
Enlarged Guest Room Plans
Enlarged Condo Unit Plan
Enlarged Condo Unit Plan
Enlarged Condo Unit Plan
Enlarged Elevation, Plan + Section
Partial Enlarged West Elevation
West Courtyard Elevation/Section*check these dups
East Courtyard Elevation/Section
Southwest Corner View
View from Leadville Avenue
North Perspective
Northeast Perspective

Hotel Ketchum Design Review Application

| A-1A3 | May 1, 2008 | Northeast Aerial View |
| :--- | :--- | :--- |
| A-1A4 | May 1, 2008 | Southwest Aerial View |
| A-1G1 | May 1, 2008 | Shadow Study (Spring) |
| A-1G2 | May 1, 2008 | Shadow Study (Summer) |
| A-1G3 | May 1, 2008 | Shadow Study (Autumn) |
| A-1G4 | May 1, 2008 | Shadow Study (Winter) |
| A-1D* | July 28, 2008 | Building Height Analysis |
| A-1E | May 1, 2008 | Gateway Master Plan Design Guidelines |
| (not numbered) | March 24, $2008 \quad$ Exterior Lighting Fixtures |  |

*These plans, Roof Plan and Building Height Analysis, were not attached to the Commission's staff report, but were received following the Commission's decision. The Commission's decision was based on the following plans, as presented for the PUD CUP hearing on June 16, 2008:

| A2.06 | May 1, 2008 | Roof Plan |
| :--- | :--- | :--- |
| A-1D | May 1, 2008 | Building Height Analysis |

Landscape:
DRAWING DATE DESCRIPTION
L-1 January 10, 2008 Site Plan
L-2 January 10, 2008 Grading Plan
L-3 January 10, 2008 Landscape Plan
L-4 January 10, 2008 Tree Assessment Plan
L-5 January 10, 2008 Riparian Enhancement Plan
Civil:

DRAWING
C1
C2
C3
C4

DATE
January 10, 2008
January 10, 2008
January 10, 2008 Grading Plan
January 10, 2008 Detail Sheet

















|  | design review | Hatibiow | $\operatorname{lom}_{x}$ |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| KETCHUM | $\underbrace{}_{20}$ |  | Im mosex anm in |  | Level 4 Floor Plan | A2.04 |







Cement plaster-

wood frame-

WOCD MEMOPWBMEMD DOORS












1



















## E-17 Mełal Halide




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EIXTURE TYPE EF
EXTERIOR LIGHTING FIXTURES $\quad \square$


## BEFORE THE KETCHUM CITY COUNCIL

IN RE:

HOTEL KETCHUM PLANNED UNIT DEVELOPMENT CONDITIONAL USE PERMIT )

Case No: CUP 08-007

FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION

The above-entitled Conditional Use Permit application came before the Ketchum Planning City Council for consideration on August 12, 2008, and September 15, 2008. The Ketchum City Council having taken written and oral testimony, and having duly considered the matter, makes the following findings of fact, conclusions of law and decision.

## FINDINGS OF FACT

## A. APPLICATION SUMMARY.

| APPLICANT/OWNER: | Trail Creek Fund, LLC, a California limited liability company |
| :--- | :--- |
|  | 700 Emcrson Strect, Palo Alto, CA 94301 |

DEVELOPMENT TEAM: Jack Bariteau, Managing Member, Trail Creek Fund LLC Paolo Petrone, Piazza Hotels (Operator and part owner) John Davis, Hornberger + Worstell (HWI) (Architect) Rob King, Clemens \& Associates (Landscape) Jim Zarubica, Galena Engineering (Civil) Ed Lawson, Lawson \& Laski, PLLC (Legal)

LEGAL DESCRIPTION: Lot 2, Block 83, Ketchum Townsite

LOT LOCATION/DESCRIPTION: 200 S Main Street (aka Trail Creek Village)
0.93 acre $(40,510 \mathrm{sqft})$

Irregular:
Hwy 75-220' Frontage
River St. - $220^{\prime}$ Frontage
Leadville Ave - 149' Frontage
ZONING:
Tourist (T)

COMP PLAN
LAND USE
DESIGNATION: Current: Residential Occupancy. "Area appropriate for housing of permanent and second home residents and selective short term uses supporting the tourist industry."
Proposed: No change proposed.

PROPOSED USE:
WAIVERS REQUESTED: Minimum Lot Size; Maximum Height; FAR;

PUD FILE:
SUBMITTLAL DATES/ CERTIFICATION:

Setbacks; Time Period for CUP \& Design Review Approval (See Table 3)

CUP 08-007
Hotel (73 rooms - See Tables 1 and 2)

Application received February 8, 2008
Certified complete on February 27, 2008
An update to the formal application submittal received on May 9, 2008.

## B. NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL.

August 12, 2008 - Public hearing and site visit.
PUBLIC NOTICE:
Mailing: July 24, 2008 to property owners within 300 feet, and property owners in the areas known as Gopher Gulch neighborhood and the Onyx subdivision, as found in the County records.
Publication: July 25, 2008 Idaho Mountain Express;
Display Advertisements - July 30, August 1, August 6 and
August 8, 2008 Idaho Mountain Express.
Posting: July 22, 2008 on City of Ketchum website; July 28, 2008 on all street frontages of the property

September 15, 2008 - Public hearing, continued from August 12, 2008.
PUBLIC NOTICE:
Mailing: August 26, 2008 to property owners within 300 feet, and property owners in the areas known as Gopher Gulch neighborhood and the Onyx subdivision, as found in the County records.

Publication: August 27, 2008 Idaho Mountain Express; Display Advertisements - August 29, September 3, September 10 and September 12, 2008 Idaho Mountain Express. Posting: August 29, 2008 on City of Ketchum website; September 3, 2008 on all street frontages of the property.

## C. COMPANION APPLICATIONS

An application for a Design Review/Waterways Design Review was received in connection with this Conditional Use Permit application on February 8, 2008. The Planning \& Zoning Commission approved the Design Review/Waterways Design Review application on July 28, 2008.
D. STUDIES SUBMITTED

1. Traffic Impact Analysis by Galena Engineering, dated April 2008.
2. Soils report by Butler Associates - pending. Initial letter regarding geotechnical and civil engineering considerations dated March 20, 2008.
3. Arborist's Assessment Report by Alpine Tree Service, dated December 12, 2007.

## E. RELATED STUDIES

1. Gateway Area Mass \& Scale Study, dated June 12, 2007.
2. Economic Impact Study by Richard Caplan \& Associates, dated April 28, 2008.

## F. PROJECT DESCRIPTION

The proposed project is described by the applicant as a four-star hotel. The proposal contains the following components: 73 guest suites (condominiums), reception and lobby area, full service restaurant and bar, full spa (available for use to outside guests), retail space, meeting and conference room facilities accommodating up to 290 people (also available for use by outside groups), six penthouse residences (condominiums), operational observatory with public access, exterior courtyard and swimming pool, and two levels of underground parking.

Table 1: Proposed Hotel Ketchum Square Footage

| FLOOR LEVEL | DESCRIPTION | SQUARE FEET |
| :--- | :--- | ---: |
| Parking Level 2 | Underground parking | 23,575 |
| Parking Level 1 | Underground parking/ <br> loading | 27,700 |
|  | SUBTOTAL PKG LEVELS | 51,275 |
| Lower Level | Kitchen/dining; Meeting <br> rooms; Spa; Administration | 20,900 |
| Ground Level | Reception/lobby; Retail; Bar/ <br> restaurant; Guest rooms | 21,650 |
| Second Level | Guest rooms | 20,800 |
| Third Level | Guest rooms | 19,890 |
| Fourth Level | Private Residential Units | 14,260 |
| Fifth Level | Observatory | 550 |
| HOTEL GROSS FLOOR AREA |  | 98,050 |
| TOTAL FLOOR AREA <br> INCLUDING <br> UNDERGROUND PARKING |  | 149,325 |

Table 2: Hotel Matrix

| HOTEL CONFIGURATION | Units | Square Feet |
| :--- | :---: | :---: |
| Guest Rooms | 73 |  |
| SqFt |  | 45,844 |
| Condominium Units | 6 |  |
| SqFt | 79 | 11,770 |
| Hotel Key Count | 82 |  |
| Hotel Bed Count |  |  |
| BOH, Circ. Support |  | 25,626 |
| and Interior Public Areas (SqFt) |  | 83,240 |
|  |  | 14,260 |
| TTL HOTEL SqFt |  | $(2,424)$ |
| RESIDENTIAL <br> CONFIGURATION |  | 11,700 |
| Residential Condominiums <br> (Non-Hotel Residential/ "cold beds") |  |  |
| Less 17\% Circulation |  | 27,747 |
| Net Residential Sq. Ft. |  | $\mathbf{( 1 5 , 9 7 7 )}$ |
|  |  |  |
| Permitted Non-Hotel Residential <br> (Hotel Sq Ft / 75 - Hotel Sq Ft) |  |  |
|  |  |  |
| Over / (Under) |  |  |

Table 3: Waiver Requests, Hotel Ketchum

| Code Section | Requirement | Waiver Requested | Comments |
| :---: | :---: | :---: | :---: |
| Zoning Ord. |  |  |  |
| $\begin{aligned} & 17.52 .010(\mathrm{~F}) \\ & \text { SETBACKS } \end{aligned}$ | REQUIRED: | PROPOSED: |  |
|  | FRONT (River St): 15 ft | FRONT (River St): 3 ft |  |
|  | REAR: 1 ft for every 3 ft or fraction of building height, but no less than 10 ft . The proposed building has a height at the rear of 58 feet, requiring a 19.3 foot setback. | REAR: 9 ft |  |
|  | SIDE: 1 ft for every 3 ft or fraction of building height, but no less than 5 ft . The proposed building has a height on the Leadville Ave side of 58 feet, requiring a 19.3 foot setback. | SIDE (Leadville Ave): 0 ' |  |
|  | SIDE: all sides Highway 75 where ROW is 80 ft : 25 ft | SIDE (Hwy 75): 11 ft to columns, 15 ft to walls <br> Edge of Hwy to Bldg Façade: 41 ft | Gateway Study recommendation: "Edge of highway to the building façade" 35 ft . |
|  | RIPARIAN: 25 ft | RIPARIAN: 25 ft (no waiver) |  |
| $17.52 .010(\mathrm{H})$ FLOOR AREA RATIO | MAXIMUM FAR: 0.5 | PROPOSED FAR: 2.4 | 17.52.010. H. 3 states, "Hotels which meet the definition of Hotel. . .may exceed the maximum floor area..." (No specific FAR is listed.) |


| 17.52.010 (I) HEIGHT | MAXIMUM: 35 ft | PROPOSED: 58 ft <br> NOTE: Architectural Feature - Observatory Dome height is 75 feet. Elevator housing and other roof features extend above 58 ft as shown in A1-D dated May 1, 2008, and are set back from primary building wall. [See 17.96.090(B)(3)(b)] | 17.52.010. H. 3 states, "Hotels which meet the definition of Hotel...may exceed the maximum ...height..." (No specific height is listed.) |
| :---: | :---: | :---: | :---: |
| $\begin{aligned} & 17.116 .080 \\ & \text { (and) } \\ & 17.96 .130 \end{aligned}$ | Construction shall commence within 1 year of granting CUP. <br> Term of Design Review is 1 year. | Increase time period for validity of PUD CUP and Design Review to 2 years. | Complexities of construction plans associated with hotel developments require increased time periods for all approvals. |
| Subdivision Ordinance: 16.08.080(A)(1 ) | Minimum lot size of three acres | Lot is 0.92 acres | $16.08 .080(\mathrm{~A})(1)(\mathrm{d})$ states that modification of the 3 acre provision may be granted for hotel uses. |

Table 4: Required Parking, Hotel Ketchum

| Use | Requirement | \# Spaces <br> Required |
| :---: | :---: | :---: |
| Hotel | . 66 spaces per room (x 73 rooms) | 48.18 |
| Condominiums | 1 space per 1,500 net sq ft (x $11,770 \mathrm{sq} \mathrm{ft}$ ) | 7.84 |
| +Residential guest space | 1 guest space for every 4 units (x 6 units) | 1.50 |
| Conference facility | 1 space per $200 \mathrm{sq} \mathrm{ft} \mathrm{seating} \mathrm{area} \mathrm{( } \mathrm{x} 3,270 \mathrm{sq} \mathrm{ft}$ ) | 16.35 |
| Retail/spa/office | 1 space per 600 sq ft net floor area ( $\mathrm{x} 3,715 \mathrm{sq}$ ft) | 6.19 |
| Restaurant | 1 space per 200 sq ft seating area (x3390 sq ft) | 16.95 |
| Total Required Spaces |  | 97.01 |

## Table 4.1 Proposed Parking

Hotel Ketchum PUD CUP Application
Findings of Fact, Conclusions of Law and Decision, City Council 09-15-08
Page 7

| Underground (on-site) | Valet Parking (Levels 1=39; Leve1 2=59) | 98 |
| :--- | :--- | ---: |
| On-street surface | River Street | 4 |
| Valet staging | Motor Court | 7 |

Table 5: Miscellaneous Code Requirements

| Subject | Ordinance Requirement | Proposed |
| :--- | :--- | ---: |
| Open Site Area | 17.52 .010 (J): $35 \%$ minimum with $5 \%$ | $30.08 \%$ |
|  | allowance for private decks ( $=$ Net $30 \%$ ) |  |
| Curb Cuts | River Street $35 \%$ allowed | $29.0 \%$ |
|  | Leadville Avenue $35 \%$ allowed | $29.5 \%$ |

## G. STAFF REPORT ATTACHMENTS

The following documents and drawings were referenced as attachments to staff reports and incorporated herein.

> Attachment 1: Application items Attachment 2: Department Head and Agency comments Attachment 3: Public comment Attachment 4: Applicant correspondence Attachment 5: Traffic Impact Analysis (on file with the Planning Department) Attachment 6: Arborist's Assessment Report (on file with the Planning Department) Attachment 7: Economic Impact Study Attachment 8: Comprehensive Plan/Sub-Area Analysis Attachment 9: Staff Analysis of Gateway Area Mass \& Scale Study Attachment 10: Permitted and conditional uses in T, CC and GR-L Attachment 11: Draft Development Agreement Attachment 12: Planning \& Zoning Commission - Findings of Fact, Conclusions of Law and Decision Attachment 13: E-mail from Idaho Power, Spreadsheet showing Idaho Power estimates Attachment 14: Hotel Ketchum building stakeout exhibit (Galena) Attachment 15: Hotel Ketchum tree elevation exhibit (Galena) Attachment 16: LDAR power pole and maximum tree height exhibit (Benchmark  Associates) Attachment 17: Letter from Environmental Resource Center Attachment 18: Sheet A2.01 - Ground Level Floor Plan (9/3/08) Attachment 19: Sheet A2.P2 - Parking Level 2 Floor Plan (9/3/08)

A full set of architectural, landscape and civil drawings are on file in the Planning Department, and are set forth in Exhibit A attached hereto. The Council's decision was based on these drawings.

## H. KETCHUM CITY CODE STANDARDS

On August 12, 2008, and September 15, 2008 the City Council conducted public hearings and used the following zoning and PUD criteria and standards as a basis in favorably concluding, by a unanimous vote, that the Trail Creek LLC's application for a Planned Unit Development (PUD) Conditional Use Permit for the project named "HOTEL KETCHUM" complies with Ketchum Code Title 17, Chapter 17.52 (Tourist District) and Title 16, Chapter 16.08 (Planned Unit Developments).

The following sets forth the applicable Standards and the Council's findings and conclusions:

## Title 17, Chapter 17.52 (Tourist District)

17.52.010. H.3.
3. Hotels: Hotels which meet the definition of Hotel in Chapter 17.08 may exceed the maximum floor area and height or minimum open site area requirements of this chapter subject to the following review process:
a. A Planned Unit Development shall be prepared for the proposal and approved by the City which specifically outlines the waivers to bulk regulations requested. Finding:
A Planned Unit Development application was prepared and submitted by the applicant. The proposed hotel is subject to the approval of this PUD application. Table \#3 outlines the waivers/modifications to bulk regulations requested.

Conclusion:
Upon compliance with conditions of approval, this standard is met.
b. A subarea analysis shall be prepared which addresses the Comprehensive Plan designation for the subarea; impacts of the proposed hotel on the character and scale of the surrounding neighborhood; impacts on proposed height and mass relative to the City's Design Review Standards and the PUD Standards, and the appropriateness of the subarea for a hotel which exceeds the bulk requirements of this Section.

Finding:
A subarea analysis was prepared to address the Plan's designation for the subarea (Southern Entrance Corridor). Staff report Attachment 8 comprises the Comprehensive Plan subarea

[^27]analysis. Also related to the Comprehensive Plan subarea designation is the Gateway Area Mass and Scale Study. Staff report Attachment 9 contains an analysis of the proposed development in relation to this study. The proposal is found to be in general conformance with several of the study's recommendations.

## Conclusion:

Upon compliance with conditions of approval, this standard is met.
c. For hotel developments, Community Housing calculations apply to all residential units. However, $100 \%$ of the Community Housing requirement will be waived only for the residential portion of Hotel Projects that meet the Hotel definition adopted by the Ketchum City Council provided the project obtains a complete building permit prior to June 1, 2010.

## Finding:

The residential units within the project are the six (6) penthouse units, totaling 11,770 net square feet. These residential units are also referred to as "cold beds". The hotel definition requires that at least $75 \%$ of the building meets the hotel definition. Based on the total building size, this allows up to 27,747 square feet of "cold beds". The community housing requirement associated with the residential units ("cold beds") will be waived if the project applies for a building permit prior to June, 2010. Note that if the Council amends this section of the code to change the June 2010 date to a later date, this requirement may not apply.

## Conclusion:

Upon issuance of a building permit prior to June 1, 2010, this standard is met. If a building permit is not issued by this date, 2354 square feet of Community Housing must be provided.
d. Employee Housing. Hotel developments are required to mitigate employee housing impacts at a ratio of twenty-five (25) percent of the total number of employees calculated by the following formula: 1 employee per hotel room or bedroom.

## Finding:

The applicant has not submitted an Employee Housing Plan at this time. For the 70 hotel rooms proposed, 18 employees must be housed. All of the employees to be house are planned to be housed off-site due to the small site. Staff report Attachment 1 describes the various options under consideration by the applicant. Conditions of approval address the employee housing requirement.

## Conclusion:

Upon compliance with conditions of approval, this standard is met.
e. Employee Housing Plan. The applicant shall provide an Employee Housing Plan which outlines the number of employees, income categories and other pertinent data. The

Employee Housing Plan shall be the basis of the applicant's proposal for a mix of employee housing which addresses the range of employees needed to serve the hotel.

Finding:
No detailed employee housing plan has been submitted. The following table, Table 6, will be used once more detailed information is available.

Table 6: City of Ketchum Workforce Housing Requirements

| Proposal | \# of <br> Rentable <br> Rooms in <br> the Hotel | Employees <br> $(=\#$ \# of <br> Rentable <br> Roms) | \# of <br> Enployees <br> to be <br> housed on <br> site | \% of <br> Employees <br> Housed on <br> site | \# of <br> Employees <br> per Unit | Livable <br> Square Feet <br> for WF <br> Housing | Type of <br> Rooms | Square <br> Feet of <br> Each <br> Room | Total <br> Employees |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- |
| 70 hot <br> beds <br> 6 cold <br> beds <br> Total Sq. <br> Ft: <br> $\$ 101,000$ | 70 | 70 | 0 | 0 |  |  |  |  |  |

Once an Employee Housing Plan is developed, the Blaine County Housing Authority (BCHA) would like to see information on the following:

- Wage/salary range and a breakdown the number of employees within the aforementioned classifications
- Information on type of housing provided per employee classification
- Costs incurred in rent (and utilities) and transportation/parking by employees
- Details on anticipated lease terms/rental agreements for employees housed on-site
- Anticipated transport and parking scenarios for both on-site and commuting employees.

Additionally, the BCHA recommended the applicant review the BCHA Employee Housing Guidelines which are expected to be adopted and approved as part of the BCHA 2008 Community Housing Guidelines. The Commission recommended that the applicant provide resources and information related to off-site housing opportunities.

Employee recruitment efforts should also be described. To support hotel and hospitality employee recruitment, the City proposes a collaborative effort to create a relationship with the College of Southern Idaho (Main - Twin Falls and Hailey campuses) to train and expand education and skill sets to serve this hotel and restaurant market.

Due to a lack of a Workforce Housing Plan, the Commission recommended a number of requirements be included in the Development Agreement. This shall include general information regarding employees served, administrative process, employee income and costs of housing, operating information/administration of units, proper design and monitoring of reasonable housing plan oversight.

[^28]The following elements should be required in the Workforce Housing Plan:

1. Provide salary/hourly wages ( 2008 dollars) for the various income categories of employees.
2. The expected number of each level of employee that is intended to be served by the employee housing units.
3. Which employee category will be served by which type/size of units.
4. Provide information on anticipated rental rates (in 2008 dollars) or subsidized and/or free rent to employees; will utilities and homeowners dues (if any) be included in rates.
5. Establishment of maximum occupancy per unit type (i.e. 1 person per 1 bedroom unit; 2 persons per 2 bedroom units).
6. Location of units to be within Ketchum City limits.
7. Provide a matrix on breakdowns of the different types of units ( 1 bedroom; square footage; total number of units; anticipated rent, etc.)
8. Create a priority for occupancy program of these units; (i.e., first available employees that are full-time, secondly, to seasonal employees, and third, to persons that are verified to be working in the City of Ketchum.
9. What units will be available and how will the pool of units available be determined.
10. What minimum standards will be used to determine employee eligibility to live in the employee housing; is full-time status required for employees to qualify for the employee housing and what constitutes full-time status.
11. How will overflow of demand of units by employees be handled; will there be a priority system.
12. Provide information on housing families (with children) and/or married couples.

Through the development of Employee Housing, the BCHA has established certain size minimum thresholds. Overall, the proposed Workforce Housing must meet certain size minimums. The table below, Table 7 , sets forth the allowable minimum livable square footage for each employee home type and income category (Table 6.4 in the BCHA Employee Housing Guidelines). The applicant should meet or exceed the Guidelines below.

Table 7: Minimum Livable Square Footage for Each Employee Housing

| Employee Home Type | Square Footage for <br> Income Categories 1-3 | Square Footage for <br> Income Categories 4-6 |
| :--- | :--- | :--- |
| Studio - 1 occupant | 400 | 600 |
| Studio - 2 occupants | 350 | 600 |
| 1 Bedroom | 550 | 700 |
| 2 Bedroom | 750 | 900 |
| 3 Bedroom | 950 | 1100 |

The Commission recommended the selection of one of the above the above income category brackets (1-3 or 4-6). Additionally, the design of the Workforce Housing Building(s) should be
addressed. Section 6.92 of the BCHA Development of Employee Housing Guidelines, states the following key recommendations:

- All employee housing designed to accommodate roommates should provide separate closets for each occupant.
- Studios should be limited to one occupant unless a couple is married or there is a preexisting relationship among occupants since there is no privacy for two unrelated adults in a studio.
- Bedrooms should be sized to accommodate sleeping arrangements for two unrelated adults.
- Each Employee Home should contain adequate storage space for bicycles, skis, camping gear, etc.
- Dishwashers, garbage disposals, self cleaning ovens, frost free refrigerators, sound insulation, gas forced air heating and internet service are highly recommended.
- Individual utility metering is encouraged to discourage excessive usage and waste.
- Whenever possible, individual entries should be provided without the use of a common hallway.
- Adequate on-site parking should be based upon the employee profile provided by the operator.

The Commission recommended that stringent design requirements, consistent with the BCHA design guidelines, should be followed. These requirements should also conform to language in the Workforce Housing Plan.

A preliminary monitoring system could be set up internally in an agreement between the City and the Applicant. The Commission recommended the Applicant provide to the City an accounting of its actual workforce to insure they are meeting their proposed percentage of required housing.

Conclusion:
Upon compliance with conditions of approval, this standard is met.
f. The City Council may consider a request by the hotel developer to satisfy any required employee or community housing square footage by alternate means. Off site mitigation, payment of in lieu fees, land in lieu of units, voluntary real estate transfer fees or other considerations may be proposed by the hotel developer. Larger sites are encouraged to include workforce housing on-site. The City Council has full discretionary power to deny said request.

## Finding:

The applicant is proposing to locate all of the required employee housing off-site. The Development Agreement shall spell out when the Employee Housing must be available to employees. The Commission recommended that all of the required Employee Housing be

[^29]available prior to the issuance of any Certificates of Occupancy for the Hotel, or any other uses in the Hotel Building.

## Conclusion:

Upon compliance with conditions of approval, this standard is met.
g. Hotels shall enter into a Development Agreement with the City as part of the approval process. Said Development Agreement may address the following subjects: Community housing, hotel room uses and restrictions, public access on the property, alternatives and remedies if the hotel use ceases, and any other issue the Planning and Zoning Commission or City Council deems appropriate. Said Development Agreement shall follow the public hearing process as outlined in Section 16.08 Ketchum Municipal Code, Planned Unit Developments. Said Development Agreement shall be subject to Section 17.154.060, Enforcement and Section 17.154.070, Modification and Termination, Title 17, Ketchum Municipal Code.

## Finding:

A Development Agreement will be utilized to embody all of the conditions of approval associated with this project.

Conclusion:
Upon execution of the Development Agreement, this standard is met.

Title 16, Chapter 16.08 (Planned Unit Developments)
16.08.080(A) STANDARDS:

1. Minimum lot size of three 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 said waiver or deferral only for projects which:
a. Include a minimum of thirty (30) percent of community or employee housing, as defined in Section 16.08.030;
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; and,
c. Are on parcels that are no less than one and one-half acres (sixty-five thousand three hundred forty [65,340] square
feet). 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 thereof; or,
d. For a hotel which meets the definition of hotel in Chapter 17.08, Definitions, and conforms to all other requirements of Chapter 17.64, Community Core District. Modifications or waivers from the provision of Chapter 17.64 may be granted for hotel uses only as outlined in Chapter 17.64.010(H)(c).

Waiver to three acre minimum lot size is requested.
The subject property is 0.93 acres. The proposed development is a hotel which meets the definition of hotel in Chapter 17.08. This standard states that a waiver of the minimum lot size may be granted for hotels, per item (d).

## Conclusion:

Waiver to this standard shall be granted pursuant to $16.08 .080(\mathrm{~A})(1)(\mathrm{d})$.

## 2. That the proposed project will not be detrimental to the present and permitted uses of surrounding areas.

## Finding:

The present uses of the surrounding area include:

- Commercial buildings across Main Street directly to the west. A vacant block across Main Street diagonally.
- The Kentwood Lodge hotel across River Street to the north.
- Residential condominiums and townhomes across Leadville to the east and directly adjacent to the south and across Trail Creek to the south.

The subject property is zoned Tourist (T), and surrounding zoning includes Tourist (T), Community Core (CC) and General Residential - Low Density (GR-L). Staff report Attachment 10 provides the complete list of permitted and conditional uses allowed in these districts. Hotels are permitted uses in the Tourist ( T ) district.

The subject property presently comprises a group of commercial buildings, which house offices, retail shops and restaurants, known as Trail Creek Village.

The La Residence Condominiums share a property boundary with the proposed development. The driveway for these units is located on the northern part of that property, and in fact extends over the property line, encroaching by up to nearly 8 feet onto the subject property. The proposeod hotel building is set back adequately to allow the La Residence owners to continue use

[^30]of the full width of their driveway in its current location. The applicant will provide an easement for driveway ingress and egress to benefit La Residence.

Construction mitigation will conform to the City of Ketchum's Construction Mitigation Ordinance. Condition \#1 addresses this matter.

## Conclusion:

Upon compliance with conditions of approval, the proposed project will not be detrimental to the present and permitted uses of surrounding areas.
3. That the proposed project will have a beneficial effect not normally achieved by standard subdivision development.

Finding:
N/A - the project is not a subdivision. Benefits of the project are covered in standard $16.08 .080(\mathrm{~A})(14)$ below.

Conclusion:
This standard is not applicable.

## _ 4. The development shall be in harmony with the surrounding area.

Finding:
Uses in the surrounding neighborhood include a hotel and commercial uses, as well as residential. The hotel, restaurant, spa, other commercial uses are permitted under the Tourist ( T ) zoning, and are common in the adjacent CC district.

Bulk: Bulk is defined in the Ketchum Zoning Code as follows:
3.13 Bulk - "Bulk" is the term used to decide the size and mutual relationships of buildings and other structures, and therefore includes:
(1) The size of buildings and other structures;
(2) The shape of buildings and other structures;
(3) The location of exterior walls of buildings and other structures, in relation to area of a lot, to the centerline of streets, to other walls of the same building, and to other buildings or structures; and,
(4) All open spaces relating to a building or a structure.

The following tables, Tables 8 and 9 , provide information on buildings which are located adjacent to or directly across the street from the proposed hotel.

Table 8: Approximate Surrounding Area Floor Area Ratios:

| Density | Tourist (T) | General Residential | Community Core |
| :--- | :--- | :--- | :--- |

[^31]| Allowed |  | (GR-L) | (CC) |
| :---: | :---: | :---: | :---: |
| Density allowed per zoning district | 0.5 FAR per lot (approx. 21 units per 1 acre site) | 10.89 units per acre | $\begin{aligned} & \text { 1.0 FAR; } \\ & 2.25 \text { FAR } \mathrm{w} / \mathrm{CH} \end{aligned}$ |
| Current <br> Density of surrounding area | Trail Creek Crossings: 0.8 FAR <br> La Residence Condos: 0.49 FAR <br> Sotheby's: 0.28 FAR | 200 S. Leadville <br> Townhomes: approx <br> 8 units/acre (. 59 FAR) | Kentwood Lodge: <br> 1.14 FAR <br> Leadville <br> Residences: <br> 1.19 FAR |

The proposed project is at a floor area ratio (FAR) of 2.4. The most similar building in downtown Ketchum having an FAR of over 2.0 is the new building being constructed at the corner of Leadville Avenue and Sun Valley Road, with a FAR of 2.21.

Table 9: Chart of Surrounding Projects

| PROJECT | FOOTPRINT <br> SIZE (sq. ft.) | SETBACK FROM <br> STREET | NUMBER OF <br> STORIES |
| :--- | :--- | :--- | :--- |
| Kentwood Lodge | 21,780 | $1^{\prime}$ (River) | 3 |
| Leadville Residences | 7,000 | $15^{\prime}$ (Leadville) | 3 |
| 200 S Leadville TH | 3,800 | $14^{\prime}$ (Leadville) | $2-3$ |
| Trail Creek Crossings | 16,086 | $100^{\prime}($ Main); <br> $75^{\prime}($ Leadville) | 2 |
| La Residence | 2,210 | $22^{\prime}$ (Leadville) | 2 |
| Sotheby's | 770 | $7^{\prime}$ (Main) | $1+$ daylight |

*Note: Figures shown are approximate.
The elevation drawings submitted indicate that the architectural design includes materials and colors, such as stone, wood and stucco, that are found and are in harmony with surrounding buildings.

The building steps down from the north to the south, following the site's topography. The slope of the site also allows for underground and enclosed parking and service areas. All on-site parking, loading and trash removal areas are enclosed within the two below-grade parking levels and therefore hidden from view. Surface parking for 97 vehicles and exposed delivery and service areas would not be harmonious with the neighborhood.

The proposed building is set back in excess of the required 25 feet from the ordinary high water mark of Trail Creek, allowing for adequate riparian area and retention of existing large trees.

Various hotel projects within the City of Ketchum are currently under consideration. All projects are requesting waivers to bulk requirements. The Council has recognized that additional bulk is needed for hotels.

While the bulk of the proposed development is greater than the bulk of surrounding buildings, the Council finds that the proposed bulk is not unreasonable for this location adjacent to the Community Core. Other features of the proposed hotel, such as the materials and colors, the underground/enclosed parking and service areas, and setback from Trail Creek, are harmonious with the neighborhood.

## Conclusion:

The proposed development is in harmony with the surrounding area.
5. Densities and uses may be transferred between zoning districts within a $\overline{\text { PUD }}$ 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 (30) percent of community or employee housing, as defined in Section 16.08.030; 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.

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 thereof.

## Finding:

N/A - No density transfer or use transfer is proposed.
Conclusion:
This standard is not applicable.
6. That the proposed vehicular and nonmotorized transportation system:
a. Is adequate to carry anticipated traffic consistent with existing and future development of surrounding properties;

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The subject property is located at two corners of the existing grid of the Ketchum Townsite: Main \& River Streets, and River Street \& Leadville Ave. This provides options for safe and efficient vehicular movement. The three adjacent public streets are paved to a width of 32-45 feet (Main), 36 feet (River) and 26 feet (Leadville). Certain encroachments are proposed within each of the public rights-of-way. Civil sheet C3 shows streets and proposed encroachments.

The Council finds that the proposed encroachments into the River Street right-of-way are acceptable due to the specific existing condition of the road in that location, i.e. that the paved portion of River Street is off center; the roadway is a low-volume roadway; it is within a grid where other streets have been planned for a higher volume of traffic. The centerline of the asphalt is offset by 12 feet to the north of the centerline of the 80 -foot right-of-way, with the edge of asphalt 10 feet from the right-of-way boundary on the Kentwood Lodge side and 34 feet from right-of-way boundary on the subject property side.

The Council finds the encroachment of proposed porte cochere (canopy) over the River Street right-of-way acceptable as a traditional safety feature of the hotel.

The Council finds the encroachment of landscaping terraces within the Leadville Avenue right-of-way acceptable in order to provide buffering, and that a 5 -foot sidewalk will be adequate in this location of relatively little foot traffic.

The Council finds the encroachment of landscaping and a low retaining wall within the Main Street right-of-way acceptable in order to provide for pedestrian amonitics, a buffer for pedestrians, and to handle retainage. The applicant shall meet with the City Street Department, City Engineer, Idaho Transportation Department (ITD) and the planning staff, in order to finalize the right-of-way design prior to issuance of a building permit. Any retaining wall or other encroachment in the highway right-of-way is subject to removal at any time.

The Council finds that Main Street shall be improved adjacent to the hotel to provide an additional traffic lane to serve as a through lane, not a dedicated right turn lane. The length and width of the lane must meet ITD requirements and must be located to best accommodate the transition from the single lane to two lane roadway north of River Street.

The Council finds that for safety reasons the heated asphalt shall be extended to include the entire River Street/Leadville Avenue intersection plus one car length distance on each street, and that the heated asphalt shall be extended southward to a location that will adequately contain drainage. The snowmelt system and physical coverage area shall be reviewed and approved by the City Engineer and Street Superintendent. The developer is required to maintain the heating system and any repairs to the heating system that may be necessary after underground utilities have been repaired. An environmentally friendly heating system is recommended.

ADA ramp locations must be lined up to the extent reasonably practical with existing and future ramp locations across River Street.

[^32]All street slope and drainage issues must be resolved.
The applicant must maintain all sidewalks including on the Main Street side of the project.
b. Will not generate vehicular traffic to cause "undue congestion" of the public street network within or outside the PUD;

## Finding:

The Traffic Impact Analysis (staff report Attachment 5) notes that the "proposed development will contribute a small portion of the overall vehicles at the study area intersections (e.g., $1 \%$ of the Main Street/First Avenue intersection traffic during the p.m. peak period of 2011)."
c. Is designed to provide automotive and pedestrian safety and convenience;
Finding:
A motor court off River Street will accommodate drop-offs and those checking into the hotel. Access to parking and for delivery and services is off Leadville Avenue.

Sidewalks are proposed along all three street frontages. The widths proposed vary. The Gateway Area Mass \& Scale Study suggests wider sidewalks along Main Street, from 10 to 14 feet at the "urban" street edges, which may be more appropriate north of River Street in the CC district. In addition, there is some conflict between the suggestion of wider sidewalks and the goal for significant landscaping along the highway at this location, the grade issues, and the regulations and policies of ITD. The Council approves the following minimum sidewalk widths adjacent to the proposed hotel: 6 feet on Main Street, to accommodate as much landscaping as possible, 5 feet on Leadville Avenue, and as shown but not less than 5 feet on River Street.

Civil sheet C3 shows the proposed motor court and sidewalks.
d. Is designed to provide adequate removal, storage and deposition of snow;

## Finding:

No snow removal areas are proposed on-site because parking is underground, and all sidewalks and the motor court at the hotel's main entrance are to have a snow-melt system. Sheet A-3F shows the proposed snowmelt plan. (The snowmelt system on the streets is to be extended per sub-item (a) above.)
e. 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.

## Finding:

[^33]Due to the topography of the site, access to underground parking and services can only be feasibly accomplished along Leadville Avenue or Main Street. Access off Main Street is undesirable for traffic safety reasons and would not be permitted by ITD; therefore, it is located off Leadville.

Sheet A-2A shows vehicular circulation on Leadville Avenue at the location of the underground parking and service areas. Vehicles will access the parking garage via the right-hand entrance, which is 20 feet wide, allowing for both ingress and egress lanes. All vehicles are to enter and exit the parking garage in a forward motion. The majority of traffic into and out of the garage will be by valet parking. Impacts to adjacent residences on Leadville will be noise from the auto traffic, and at night, headlights of vehicles turning from River onto Leadville and as they exit the garage.

The left-hand entrance is 22 feet wide and is for delivery, service and garbage vehicles. According to the applicant, it will allow for entry by " 25 ' to 30 ' panel-type trucks" and trash overloader trucks. The bay area is 35 feet deep, so that such trucks will be able to back into the bay area their full length and be completely off the street. The applicant states: "Tractor trailertype trucks are expected to be a rare occurrence, but will likely not be able to back into the dock area." Partial obstruction of Leadville Avenue will occur at these times.

Dumpsters and/or trash compactors will be inside the bay area. Garbage trucks are anticipated to turn into the bay area to the trash compactor, and then back out onto Leadville Avenue. There is ample clearance for trucks to approach the dock, pick up the dumpster, and over-swing the dumpster within the bay area.

There will be rolling garage doors at both entrances to shield the views into the service and parking levels. The doors will also aid in noise control. However, there will be times when the doors are open as vehicles are moving into and out of these areas.

The applicant is to provide some additional screening in the form of landscaping and fencing on the property of 200 South Leadville Townhomes.

A separated motor court along River Street will accommodate drop-offs and those checking into the hotel. Connection to the arterial (Main Street/Highway 75) will be via River Street. According to the Traffic Impact Analysis, virtually no inbound nor outbound traffic is anticipated to utilize Leadville Avenue to the south of the parking and service entrances, or River Street east into residential areas. Traffic is anticipated to flow into the commercial areas of town or onto Highway 75.

## f. Includes the use of buffers or other physical separations to buffer vehicular movement from adjacent uses;

## Finding:

A landscape island between the motor court and River Street is proposed, providing a physical separation.

The preliminary design shows low retaining walls within the Main Street right-of-way, providing a physical buffer. The applicant shall meet with ITD, City Engineer, Street Department and the planning staff, in order to finalize the design prior to issuance of a building permit. Any encroachments into the right-of-way are subject to removal at any time.

These physical separation buffers are shown on Civil Sheet C3.
There will be functional garage doors on both of the Leadville Avenue entrances to the underground parking garage and the service and delivery bay to buffer adjacent uses from the noise, lights and activity taking place within those areas. In addition, the applicant is to provide some additional screening (landscaping and/or fencing) on the property of 200 South Leadville Townhomes.

## g. Is designed so that roads are placed so that disturbance of natural features and existing vegetation is minimized;

## Finding:

N/A - no new roadways are proposed.

## h. Includes trails and sidewalks that creates an internal circulation system and connect to surrounding trails and walkways.

Finding:
Sidewalks will be constructed on all three street sides of the proposed hotel, as shown on Civil Sheet C3. Sidewalk improvements shall be installed southward along Main Street to the bridge accessing Trail Creek Crossings.

A paver walkway and gravel pathway from Main Street into the pool deck area of the hotel and to Trail Creek shall be provided as seen on Sheet L1. A proposed walkway to and over the driveway of La Residence Condominiums is found not necessary. The pathway shall not extend to the driveway or through to Leadville Avenue.

## Conclusion:

Upon compliance with conditions of approval, the proposed project:
(a) will be adequate to carry anticipated traffic consistent with existing and future development of surrounding properties.
(b) Will not generate vehicular traffic to cause "undue congestion" of the public street network within or outside the PUD.
(c) Is designed to provide automotive and pedestrian safety and convenience.
(d) Is designed to provide adequate removal, storage and deposition of snow.
(e) Is designed so that traffic ingress and egress will have the least impact possible on adjacent residential uses.
(f) Includes the use of buffers or other physical separations to buffer vehicular movement from adjacent uses.
(g) Is designed so that roads are placed so that disturbance of natural features and existing vegetation is minimized (not applicable).
(h) Includes trails and sidewalks that creates an internal circulation system and connect to surrounding trails and walkways.
7. That 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.

## Finding:

Comprehensive Plan:
The amendment to the PUD does not conflict with the goals of the Ketchum comprehensive plan. An analysis of the plan, including the specific sub-area analysis for the Southern Entrance Corridor, is found in staff report Attachment 8. Also related to the Comprehensive Plan subarea is the Gateway Area Mass and Scale Study. Staff report Attachment 9 contains an analysis of the proposed development in relation to this study. The proposal is found to be in general conformance with several of the study's recommendations.

## Zoning Ordinance:

The proposed development shall meet the standards of the zoning ordinance with the exception of the waivers granted by the City through the PUD process.

Subdivision Ordinance:
The Developer proposes to condominiumize the proposed development, so the proposed development shall meet the standards set forth in the Subdivision Ordinance at the time of such condominium platting.

Demolition Ordinance:
Demolition of the existing historic buildings in Trail Creek Village will be subject to Ketchum's demolition ordinance (Municipal Code Chapter 15.16). According to the 2005 Windshield Survey by Walsworth and Associates, these buildings were constructed in the 1940s and were originally a motel complex, later renovated into shops and restaurants. The applicant will be required to apply for a demolition permit and may not demolish or relocate the buildings until a building permit is issued for the new building. Re-use of any buildings, re-use of any building materials in the new project, and/or provision of an interpretive area on the site with photographs and history of the Trail Creek Village would acknowledge the historic buildings. The applicant may re-use certain existing materials, for example the exterior stonework. The applicant shall have photographs of the old Trail Creek Village in a "photo gallery" area in the hotel.

[^34]a. Pursuant to Section $16.08 .070 . \mathrm{D}$, all of the design review standards in Chapter 17.96 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.
Finding:
A Design Review application was approved by the Planning and Zoning Commission on July 28, 2008.
b. 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.
Finding:
Standards of evaluation for Design Review as well as the PUD include consideration of these issues.
c. The site design should cluster units on the most developable and least visually sensitive portion of the site.

## Finding:

N/A - a single building is proposed.
Conclusion:
Upon compliance with conditions of approval, the proposal 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.
8. That the development plan incorporates the site's significant natural

## features.

## Finding:

The site's natural features include the slope down toward Trail Creek, the creek's bank, and the existing mature trees.

The site slopes to the south toward Trail Creek, from an elevation of approximately 5831 feet at the northwest corner to 5799 feet along the southern boundary at Trail Creek. The slope becomes steeper closer to the creek. Existing grade is shown on Civil Sheet C2.

The site includes an area of riparian setback, 25 feet from the creek, that has been altered and degraded. This area is proposed for restoration by the applicant. Landscape Sheet L-5, Riparian Enhancement Plan, shows preliminary riparian landscape plantings.

The site also contains eighty-three (83) existing trees, including several mature conifer trees. An Arborist's Assessment Report by Alpine Tree Service (staff report Attachment 6) was submitted
with the application, giving further information about the health of the 83 trees on site. Eighteen (18) trees, seven (7) of which are designated as "resource trees" in the Arborist's Assessment Report, are to be preserved in their current location. Two (2) other conifer trees will be transplanted. Sheet L-4 shows specifically which trees will be retained. Forty-six (46) new trees and 118 new shrubs are proposed to be planted by the applicant. Sheet L-3 shows the preliminary planting plan. The Arborist's Assessment Report notes that 43 trees are diseased or dying, inappropriate species for the location, or not considered valuable.

## Conclusion:

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

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

## Finding:

Planting beds totaling approximately 640 square feet are proposed on the east (Leadville) side of the hotel, between the building and the sidewalk, to provide a buffer on that side of the building. The applicant is also to provide some additional screening on the property of 200 South Leadville Townhomes.

A landscape island between the motor court and River Street is proposed.
The preliminary design shows low walls and landscaping within the Main Street right-of-way as a physical separation between traffic and pedestrian areas.

These buffer features are shown on Sheets L1 and L3.
Conclusion:
Upon compliance with conditions of approval, substantial buffer planting strips or other barriers are provided where no natural buffers exist.
10. Each phase of such development shall contain all the necessary elements and improvements to exist independently from proposed future phases in a stable manner.

## Finding:

N/A - The proposed development will occur in a single phase.

Conclusion:
This standard is not applicable.
11. Adequate and useable 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 useable and convenient to the residents of the project. The amount of useable
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 thereof.

## Finding:

Useable open space within the project includes riparian area of Trail Creek and the outdoor courtyard area which provides a swimming pool and spa pool available to residents and hotel guests. Such "open space" may be appropriate for this urban hotel type of project as it is "useable and convenient" to the residents of the project - in this case the hotel guests and condominium owners.

## Conclusion:

Adequate and useable open space is provided.

## 12. 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.
## Finding:

A single building is located on the site. Two levels of underground parking are proposed. The nearest private property is to the south, the La Residence Condominiums. The hotel hot tub is located in the corncr of the pool deck ncarcst thesc residential units, however, not visible from their ground floor levels, as shown on Sheet A-1B1. In addition, a low wall on that side of the hot tub is proposed.

A solar study has been provided and shown on Sheets A-1G1 through A-1G4. Shadow studies are presented for each of the four seasons on the equinox and solstice, at three different times of day: 9:00 AM, 12 Noon, and 3:00 PM.

Spring (March 21) and Autumn (September 21) These are nearly identical.
9 AM: Main Street sidewalks and River street roadway and sidewalks are entirely in shadow, as are small areas of Kentwood Lodge.
12 Noon: Sidewalks on River and Leadville are mostly in shadow.
3 PM: Sidewalk and roadway of Leadville Avenue are entirely in shadow. 200 South Leadville Townhomes begins to be shaded.

Summer (June 21)
9 AM: Most of Main Street roadway and sidewalks, a small part of River Street roadway and most of River Street sidewalks adjacent to the hotel are in shadow.
12 Noon: Most of River Street sidewalk adjacent to hotel is shaded.
3 PM: All of Leadville Avenue sidewalk and a small portion of the roadway is shaded.

[^35]Winter (December 21)
9 AM: All of River Street roadway and sidewalks and significant portions of Kentwood Lodge are in shadow.
12 Noon: Most of River Street continues to be shaded. All of the River Street/Leadville Avenue intersection and most of Leadville Avenue adjacent to the hotel are in shadow.
3 PM: Leadville Avenue and much of 200 South Leadville Townhomes are in shadow. A very small portion of the River/Leadville Avenue intersection is still shaded.

The extended sidewalk area on the corner of Main and River Streets remains in sun throughout the day, even during the winter. The hotel's courtyard is sunny except for afternoon hours in autumn, winter and spring. While public streets, sidewalks and open spaces, as well as certain nearby properties, are shaded at certain times, the Commission recommended compliance with this standard, recognizing that a 44 -foot high building could be built in this location ( 44 feet is the maximum permitted height for buildings with a roof pitch of $5: 15$ or greater), and that a building 44 feet high would also significantly affect natural light reaching public areas and solar access on surrounding streets and properties.

## Conclusion:

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

## 13. "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 thereof 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.
## Finding:

A swimming pool and spa pool are provided in the courtyard for residents and hotel guests.
Also proposed is a fully operational observatory with a telescope sized for viewing the night sky. There will be an outdoor deck on the observatory level suitable for small gatherings. The observatory will be available to hotel guests and open to the public, with operational hours to be developed that provides for access for the public, schools and other interest groups. The observatory shall be equipped with at least one telescope that is a minimum of 16 inches. The acceptance of the observatory as a recreational benefit results in an increase in height for both the observatory itself and also the elevator shaft, which is required to provide ADA access. The applicant and the Environmental Resource Center have been collaborating regarding the equipment and operation of the observatory.

The Council finds these amenities adequate and appropriate recreational facilities for a hotel.

[^36]No day care is proposed.
Conclusion:
Upon compliance with conditions of approval, adequate recreational facilities are provided.
14. 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.

## Finding:

Table 10 below summarizes the special development objectives of the proposal:
TABLE 10: Special Development Objectives

| Special Development <br> Objective, special <br> Characteristics of the Site or <br> Physical Conditions | Type of Objective | Where Analyzed in Staff <br> Report |
| :--- | :--- | :--- |
| 4-Star Hotel of 73 "hot beds" | Economic | Attachment 7, Caplan Fiscal <br> Report; Attachment 8, <br> Ketchum Comprehensive Plan |
| Conference Space (seating for <br> 290 persons) | Economic | Attachment 7, Caplan Fiscal <br> Report |
| Employee Housing for 18 <br> employees | Social | Attachment 8, Ketchum <br> Comprehensive Plan; Ketchum <br> Zoning Code |
| Contribution of $\$ 250,000$ <br> towards the undergrounding <br> of overhead power lines | Aesthetic; Economic | Attachment 8, Ketchum <br> Comprehensive Plan; <br> Attachment 9, Gateway <br> Massing Study |
| Restoration of Trail Creek <br> riparian setback, provision of <br> overlook and trail to creek | Environmental; <br> Aesthetic; Recreational | Attachment 8, Ketchum <br> Comprehensive Plan; Zoning <br> and Subdivision Code; <br> Standard 8 herein |
| Functional Observatory - <br> open to public | Recreational | Attachment 8, Ketchum <br> Comprehensive Plan |
| Reutilization of materials <br> and/or photo gallery of <br> historic Trail Creek Village | Historic | Attachment 8, Ketchum <br> Comprehensive Plan; <br> Attachment 9, Gateway <br> Massing Study |
| Pedestrian improvements to <br> public right-of-way to create <br> Gateway Plaza | Aesthetic; Economic | Attachment 8, Ketchum <br> Comprehensive Plan; <br> Attachment 9, Gateway <br> Massing Study |

The "Economic Impact Study of Three Proposed Hotels" by Richard Caplan \& Associates, dated April 23, 2008, (staff report Attachment 7) notes that the hotel would provide the following sources of revenue to the City of Ketchum:

One time sources:
Impact fees and permits
LOT on construction materials
Employment of construction workers
On-going sources:
Employment of hotel and retail workers
City and URA property taxes
LOT - Lodging, retail, liquor
Franchise fees, state shared revenues
The projected revenue for Hotel Ketchum for 15 years is estimated at $\$ 7.9$ million. With estimated cost of associated city services of $\$ 1.6$ million, the net revenue surplus is estimated at $\$ 6.3$ million. The study's assumptions state that the associated city service levels are based on the 2008 budget and current personnel levels. Financial information and assumptions from the applicant are found in Jack Bariteau's letter of May 9, pages 9-12 (staff report Attachment 4). This letter also includes a brief description of the applicant's proposal related to deed restricting the project for continued hotel uses.

Undergrounding power lines is a goal mentioned frequently in the Comprehensive Plan. The Council finds that the applicant shall contribute a pro rata share of the cost of undergrounding overhead power lines in the vicinity of the project, based on linear feet of line adjacent to the proposed hotel as compared to the total linear feet of power lines to be undergrounded. The pro rata share shall be based on the frontage of the subject property along Main Street, Leadville Avenue, and River Street.

Idaho Power has provided actual lineal footage of the power lines to be relocated underground, along with a cost estimate. Staff report Attachment 13 includes Idaho Power's memo and an internally created spreadsheet.

Two options for undergrounding of lines along Main Street are proposed by Idaho Power, as follows:
"Option 1) Bring one feeder back up existing pole 30 feet south of bridge and then a new pole would need to be installed to bring the second feeder back up. A down guy would be required to be installed on this new pole to hold the tension of the existing powerline continuing south -610 feet of excavation @ $\$ 600.00$ estimated cost per foot $\$ 366,000.00$.

[^37]Option 2) If new pole is not a preferred option then excavation could continue south 251 feet to tangent pole with overhead transformer. This transformer would have to be converted to a padmount transformer (transformer sitting on private property with an easement to cover encroachment) and then this pole could be used to transition the underground back up to overhead. If this options if chosen the most northern pole left may need to be relocated some ( $15^{\prime}$ ) south to allow for enough room to down guy this pole. Currently it is 30 feet south of the bridge. The anchor in the ground would need to be forty-five feet away from the butt of the pole in the ground - Additional footage $=251$ feet of excavation @ $\$ 600.00$ estimated cost per foot - $\$ 150,600.00$."

The Council finds that Option 2 shall be pursued, because the City's franchise agreement calls for no new overhead equipment or poles.

Adjacency to Trail Creek is a special characteristic of the site. The riparian setback zone of Trail Creek is currently degraded. The applicant shall restore and improve this area. The landscape plans L3 and L5 show the addition of significant riparian plantings.

The observatory equipped with a telescope sized for viewing the night sky, as described in Standard $16.08 .080(\mathrm{~A})(13)$ above, may also be considered a special development objective.

## Conclusion:

Upon compliance with conditions of approval, there are special development objectives and special characteristics of the site or physical conditions that justify the granting of the PUD conditional use permit.

## - 15. The development will be completed within a reasonable time.

## Finding:

The applicant states that the design and construction documents phase will be approximately 10 to 12 months commencing with the final PUD CUP approval. They hope to obtain a "phased building permit process allowing sequential submission of documents to receive permits to break ground on construction expeditiously." Actual construction is anticipated to take 22 to 24 months, including demolition, excavation and building construction.

A related standard of the Zoning Ordinance sets forth the term of a PUD Conditional Use Permit, as follows:

### 17.116.080 Term of Permits.

All conditional use permits shall be issued and construction shall commence within six months from the date that such conditional use permit is granted; otherwise, the conditional use permit shall no longer be considered valid.

[^38]The applicant has requested a waiver to this term limit, to allow the CUP permit to be valid for a period of two years. The applicant explained that the reason for the request is to allow additional time to obtain financing for the project. He stated that the conventional debt market typically used for construction financing does not exist today, so he will need additional time to raise funds for the project. The Council finds that the current economic situation is a significant factor that justifies the granting of the modification of the term of permits for this project, both CUP and Design Review, from 6 months to 2 years.

The project will require significant excavation and will have an extensive construction period. The applicant has stated that after a general contractor has been selected, they can provide a detailed construction staging and mitigation plan. Off-site parking for construction workers and an off-site staging area for bulk materials are anticipated. Provision of these mitigation plans and programs are included as a condition of approval, to be provided prior to issuance of a building permit. Construction mitigation will conform to the City of Ketchum's Construction Mitigation Ordinance. Condition 1 requires a construction staging and mitigation plan to be submitted within 8 months from the date of PUD approval.

Conclusion:
Upon compliance with conditions of approval, the development will be completed within a reasonable time.
16. That public services, facilities and utilities are adequate to serve the proposed project and anticipated development within the appropriate service areas.

## Finding:

The proposed development is within the Ketchum Townsite and in easy proximity to public services, facilities and utilities. This and other large projects may require additional public staffing and equipment. The projected revenue for Hotel Ketchum and other projects are anticipated to be more than adequate to cover additional city services.

The Utilities Department has several requirements related to the existing main lines, service lines, manholes, etc. that will need to be maintained or improved. These are included as conditions of approval.

## Conclusion:

Upon compliance with conditions of approval, public services, facilities and utilities are adequate to serve the proposed project and anticipated development within the appropriate service areas.
17. That the project complies with all applicable ordinances, rules and regulations of the city of Ketchum, Idaho except as modified or waived pursuant to this subsection A.

## Finding:

Hotel Ketchum PUD CUP Application
Findings of Fact, Conclusions of Law and Decision, City Council 09-15-08
Page 31

This standard is also analyzed in Standard 16.08.080(A)(7). Comprehensive Plan:
Conformance is found with the goals of the Ketchum comprehensive plan, the sub-area (Southern Entrance Corridor) of the Plan, and the related Gateway Area Mass and Scale Study.

Demolition Ordinance:
Demolition of the existing historic buildings in Trail Creek Village will be subject to Ketchum's demolition ordinance (Municipal Code Chapter 15.16).

## Subdivision Ordinance:

Waiver to Section 16.08.080(A)(1) is granted as set forth in Table 3 above. All other standards of Section 16.08.080 are to be met.

## Zoning Ordinance:

Waivers and modifications are granted as set forth in Table 3 above. All other zoning standards are to be met. Substantial public benefits as set forth and described in Table 10 and findings for Standard 14 above are found to justify the granting of waivers and modifications requested.

Further regarding waivers and modifications, the Council finds that there has been a significant amount of public involvement in the design of the Downtown Master Plan, during which the majority expressed positive opinions regarding the need for high quality hotels in Ketchum. In discussions regarding density and commercial areas in the Core, it was acknowledged that the City would make exceptions for hotels and hospitality projects, noting the vibrancy they would bring to the City, along with the potential for employment and internships for our youth. Further, it is recognized that the City does not have any 4 -star or 5 -star hotels which are deemed important for economic growth.

## Conclusion:

Upon compliance with conditions of approval, the project complies with all applicable ordinances, rules and regulations of the city of Ketchum, Idaho except as modified or waived pursuant to this subsection $A$.

## 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 zoning ordinance, Title 17 and a subdivision ordinance, Title 16.
3. The City Council has authority to hear the applicant's Conditional Use Permit application pursuant to Idaho Code Section 67-6512 of the Local Land Use Planning Act and Chapter 16.08 of Ketchum Subdivision Code Title 16.
4. The City Council's August 12, 2008 and September 15, 2008 public hearings and consideration of the applicant's Conditional Use Permit application was properly noticed pursuant to the Local Land Use Planning Act, Idaho Code Section 67-6512.
5. The application does comply with Ketchum Zoning Code Title 17 and Ketchum Subdivision Code Title 16 and the Ketchum Comprehensive Plan only if the following conditions of approval are met.

## DECISION

THEREFORE, the Ketchum City Council approves this Planned Unit Development Conditional Use Permit application for a new hotel building, Hotel Ketchum, this 15th day of September, 2008, provided the following conditions are met:

1. A construction staging and mitigation plan, including at a minimum provisions for off-site employee parking, off-site storage of bulk materials, and required right-of-way encroachments during construction, shall be submitted and approved by the City Council within 8 months from date of final PUD approval. This plan shall be an exhibit to an amendment to the PUD agreement and recorded prior to issuance of a building permit.
2. The applicant shall contribute a pro rata share based on total linear feet to the underground relocation of overhead utility lines in the vicinity of the project. The pro rata share shall be based on the frontage of the subject property along Main Street, Leadville Avenue, and River Street. The applicant agrees to collaborate with the City and with Idaho Power on the timing and the budget for undergrounding, and these items will be incorporated into the Development Agreement, with a specific payment solution brought back to the City Council prior to construction.
3. The proposed encroachments into the public street rights-of-way shall be allowed up to but not exceeding the widths presented on Sheet C3 dated April 8, 2008.
4. Sidewalks shall be a minimum width of:

- 6 feet on Main Street
- as shown on Sheet C3 dated April 8, 2008, but not less than 5 feet on River Street
- 5 feet on Leadville Avenue

5. Right-of-way encroachments including retaining walls and landscape beds, and curbline alignment, slope and drainage, and ADA design issues shall be resolved to the satisfaction of the City Engineer and ITD prior to the issuance of a building permit. Final designs shall be approved by the City Council upon recommendation by the P\&Z Commission. Encroachment permits and/or licenses shall be obtained from the City as required.
6. The heated asphalt shall be extended to include the entire River Street/Leadville Avenue intersection and shall be extended to the south on Leadville Avenue as required to accommodate drainage and vehicular traction. This and related drainage issues shall be resolved to the satisfaction of the City Engineer and City Street Superintendent.
7. All water, sewer and other utility main lines, service lines, manholes and fire hydrants shall be maintained or improved as required by the Ketchum Water and Sewer Department.
8. The proposed development shall be completed as set forth in the design review and CUP approvals and the Planned Unit Development agreement. The PUD Development Agreement shall include, but not be limited to, provisions for the following:

- Community/workforce housing- as required in condition \#9, below.
- Contribution to underground relocation of overhead utility lines.
- Public pedestrian amenities to be included within adjacent street rights-of-way.
- Development of a Construction Mitigation Plan
- Minimum access for the public to the observatory.

9. The applicant shall provide a detailed Employee Housing Plan, which provides for housing for 18 employees on a site acceptable to the Ketchum City Council, and within Ketchum City limits.

The following elements shall be required in the Employee Housing Plan:
a) Provide salary/hourly wages (2008 dollars) for the various income categories of employees.
b) The expected number of each level of employee that is intended to be served by the employee housing units.
c) Which employee category will be served by which type/size of units.
d) Provide information on anticipated rental rates (in 2008 dollars) or subsidized and/or free rent to employees; will utilities and homeowners dues (if any) be included in proposed rates.
e) Establishment of maximum occupancy per unit type (i.e. 1 person per 1 bedroom unit; 2 persons per 2 bedroom units).
f) Location of units to be within Ketchum City limits.
g) Provide a matrix on breakdowns of the different types of units (1BD; square footage; total number of units; anticipated rent, etc.)
h) Create a priority for occupancy program of these units; (i.e. first availability employees that are full-time, secondly to seasonal employees, and third to persons that are verified to be working in the City of Ketchum.
i) What units will be available and how will the pool of units available be determined.
j) What minimum standards will be used to determine employee eligibility to live in the employee housing; is full-time status required for employees to qualify for the employee housing and what constitutes full-time status.
k) How will overflow of demand of units by employees be handled; will there be a priority system.

1) Provide information on housing families (with children) and/or married couples.

The proposed Employee Housing shall meet minimum size thresholds and income categories established by BCHA.

The following information shall be provided to the City:

- Wage/salary range and a breakdown the number of employees within the aforementioned classifications
- Information on type of housing provided per employee classification
- Costs incurred in rent (and utilities) and transportation/parking by employees
- Details on anticipated lease terms/rental agreements for employees housed on-site
- Anticipated transport and parking scenarios for both on-site and commuting employees.

The Employee Housing Plan shall be submitted and approved by the City Council prior to issuance of a building permit. This plan shall be an exhibit to an amendment to the PUD agreement and recorded prior to issuance of a building permit.

All of the required Employee Housing shall be available prior to the issuance of any Certificates of Occupancy for the Hotel, or any other uses in the hotel.
10. A privacy wall or landscaping buffer shall be developed as a buffer for the 200 South Leadville Townhomes.
11. Operational hours for the observatory shall be developed that provides for access for the public, schools and other interest groups.
12. This PUD CUP approval is contingent upon the approval of the Design Review/Waterways Design Review application.
13. This PUD CUP shall be valid for a period of two (2) years from the date of approval of Findings of Fact, Conclusions of Law and Decision by the City Council. An application for building permit shall be submitted within 2 years, unless extended by the City Council upon written request by the applicant.
14. The setback for the southernmost penthouse condominium unit adjacent to Leadville Avenue shall be increased to ten feet ( $10^{\prime}$ ) either by reducing overhangs or other means.
15. Prior to issuance of any building permits, a plan shall be brought back to the City Council showing a third lane (through lane) instead of a dedicated right turn lane on Highway 75/Main Street, including consultation with the Idaho Transportation Department.
16. A PUD - Conditional Use Permit shall be issued in writing. The issuance thereof shall not be considered a binding precedent for the issuance of other conditional use permits. A conditional use permit is not transferable from one parcel of land to another.
17. Failure to comply with any condition or term of said permit shall cause said permit to be void ab initio. A PUD - Conditional Use Permit may be revoked at any time for violation of the permit or any condition thereof by motion of the City Council after a due process hearing upon ten (10) days written notice to the holder of the PUD - Conditional Use Permit.
18. All projects receiving a PUD - Conditional Use Permit, as a condition of said permit, shall be required to submit and receive design review approval for each structure to be constructed within the project prior to making application for a building permit irrespective of what zoning district or districts within which the project is located.

Findings of Fact adopted this 6th day of October, 2008.


## EXHIBIT "A"

The full set of architectural, landscape and civil drawings are on file in the Planning Department.

Architectural:
DRAWING DATE
A1.00
A-2A May 1,2008
A-3F May 1,2008
A2.P2 July 28, 2008
A2.P1 July 28,2008
A2.00 July 28, 2008
A2.01 July 28, 2008
A2.01L January 1, 2008
A2.02 July 28, 2008
A2.03 July 28, 2008
A2.04 July 28, 2008
A2.05 July 28, 2008
A2.06 July 28,2008
A3.01A July 28, 2008
A3.01R July 28, 2008
A3.02 July 28, 2008
A3.02R July 28, 2008
A3.03A July 28, 2008
A3.03R July 28, 2008
A3.04A July 28, 2008
A3.04R July 28, 2008
A3.05R January 8, 2008
A3.06R January 8, 2008
A4.01 January 8, 2008
A4.02 January 8, 2008
A4.03 January 8, 2008
A4.04 January 8, 2008
A4.05 January 8, 2008
A8.01 July 28, 2008
A8.02 July 16, 2008
A-1B1 May 1,2008
A-1B2 May 1, 2008
A-1A1 May 1,2008
A-1A2 May 1,2008
SK. 01 July 16, 2008
SK. 02 July 16, 2008

## DESCRIPTION

Site Plan
Vehicular Circulation
Snowmelt Plan
Parking Level 2 Floor Plan
Parking Level 1 Floor Plan
Lower Level Floor Plan
Ground Level Floor Plan
Ground Level Lighting Plan
Level 2 Floor Plan
Level 3 Floor Plan
Level 4 Floor Plan
Level 5 Floor Plan
Roof Plan
West Elevation (w/materials)
West Elevation
North Elevation (w/materials)
North Elevation
East Elevation (w/materials)
East Elevation
South Elevation (w/materials)
South Elevation
West Courtyard Elevation/Section
East Courtyard Elevation/Section
Enlarged Guest Room Plans
Enlarged Guest Room Plans
Enlarged Condo Unit Plan
Enlarged Condo Unit Plan
Enlarged Condo Unit Plan
Enlarged Elevation, Plan + Section
Partial Enlarged West Elevation
West Courtyard Elevation/Section
East Courtyard Elevation/Section
Southwest Corner View
View from Leadville Avenue
North Perspective
Northeast Perspective

| A-1A3 | May 1, 2008 | Northeast Aerial View |
| :--- | :--- | :--- |
| A-1A4 | May 1, 2008 | Southwest Aerial View |
| A-1G1 | May 1, 2008 | Shadow Study (Spring) |
| A-1G2 | May 1, 2008 | Shadow Study (Summer) |
| A-1G3 | May 1, 2008 | Shadow Study (Autumn) |
| A-1G4 | May 1, 2008 | Shadow Study (Winter) |
| A-1D | July 28, 2008 | Building Height Analysis |
| A-1E | May 1,2008 | Gateway Master Plan Design Guidelines |
| (not numbered) | March 24, | 2008 Exterior Lighting Fixtures |

## Landscape:

DRAWING DATE
L-1 January 10, 2008
L-2
L-3
L-4
L-5 January 10, 2008

DESCRIPTION
Site Plan
January 10, 2008 Grading Plan
January 10, 2008 Landscape Plan
January 10, 2008 Tree Assessment Plan
January 10, 2008 Riparian Enhancement Plan

Civil:

DRAWING DATE
C1
C2
C3
C4
January 10, 2008
January 10,2008 Existing Conditions
January 10, 2008 Grading Plan
January 10, 2008 Detail Sheet

## AMENDED AND RESTATED DEVELOPMENT AGREEMENT (City of Ketchum/Trail Creek Fund, LLC, et al.

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT ("Agreement") is made and entered into as of the $5^{\text {th }}$ day of October, 2015, by and between the CITY OF KETCHUM, an Idaho municipal corporation ("City") and TRAIL CREEK FUND, LLC, a California limited liability company ("Owner").

## RECITALS

WHEREAS, Owner owns that certain real property located at 200 South Main Street, Ketchum, Idaho legally described as Lot 2 of Block 83, of the City of Ketchum, according to the official plat thereof, on file in the office of the County Recorder of Blaine County, Idaho (the "Property"); and

WHEREAS, Owner has applied with the City to develop and operate a Hotel ("Project") currently referred to as the "Auberge Resort Hotel" on the Property pursuant to a Planned Unit Development Conditional Use Permit; and

WHEREAS, Ketchum Municipal Code ("KMC") Section 17.52.010.H.3.g requires that the developer of such a hotel enter into a Development Agreement with the City as part of the approval process and this Agreement satisfies such requirement; and

WHEREAS, KMC 16.08.070 requires the developer of a PUD to submit a Development Plan and this Agreement will ensure compliance with such Plan; and

WHEREAS, KMC 16.08.120.C. 1 allows the City Council to require such written agreements executed by the developer to secure performance of any requirement or condition imposed as part of the PUD approval and this Agreement is such a written agreement; and

WHEREAS, City has identified the Property as a site which is suited for the proposed development; and

WHEREAS, the City's Planning and Zoning Commission and City Council have held properly noticed public hearings pursuant to applicable code with respect to the development of the Property and this Agreement; and

WHEREAS, the original agreement between the City of Ketchum and Trail Creek Fund LLC was first amended on April 15, 2010 for the purpose of extending the entitlement expiration dates; and

WHEREAS, the original agreement between the City of Ketchum and Trail Creek Fund LLC was amended for a second time on July 16, 2012 for the purpose of extending the entitlement expiration dates; and


WHEREAS, the original agreement between the City of Ketchum and Trail Creek Fund LLC was amended for a third time on November 5, 2013 for the purpose of extending the entitlement expiration dates; and

WHEREAS, Trail Creek Fund LLC requested a fourth amendment to the Development Agreement in July 2015 for the purpose of extending the entitlement expiration dates by seven (7) months; and

WHEREAS, on September 3, 2015 the Ketchum City Council approved the request from Trail Creek Fund LLC to extend the entitlement expiration dates by seven (7) months from October 6, 2015 to May 6, 2016; and

WHEREAS, the Ketchum City Council approved the fourth extension with the understanding that this would be the last and final amendment to the Development Agreement as to time extensions; and

WHEREAS, it is the intent and desire of the parties hereto that development and uses of the Property proceed as provided herein.

## AGREEMENT

NOW THEREFORE, in consideration of the above recitals and the mutual covenants and agreements herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Incorporation of Recitals. The Recitals set forth above are hereby incorporated into and made an integral part of this Agreement.
2. Incorporation of Related Agreements, Approvals, Plans, Permits and other documents. The following agreements, approvals, plans, permits and other documents are hereby incorporated into and made an integral part of this Agreement by reference as if restated herein in full:

- PUD CUP Findings of Fact, Conclusions of Law and Decision, including all conditions of approval, dated November 17, 2008, or as amended from time to time. Conditions of approval are excerpted in Exhibit A.
- PUD CUP No. 08-007 dated November 17, 2008, or as amended from time to time.
- PUD Development Plans referenced in the PUD CUP Findings of Fact, Conclusions of Law and Decision, or as amended from time to time.
- Design Review Findings of Fact, Conclusions of Law and Decision, including all conditions of approval, dated September 8, 2008, or as amended from time to time.
- Site Plan No. L-1 dated January 10, showing both on-site and off-site improvements, which off-site improvements may be amended to meet final right-of-way improvement design approvals, or as amended from time to time.


## Amended and Restated Development Agreement - "Trail Creek Fund LLC" <br> Page 2 of 15

Any material failure to comply with the terms and conditions of any of the above-referenced agreements, approvals, plans, permits and other documents shall constitute a breach of this Agreement.

In the event of any inconsistency between the terms and conditions of this Agreement and the agreements, approvals, plans, permits and other documents listed above, the terms and conditions of this Agreement shall govern.

Except as provided otherwise in this Agreement, development of the Project shall be vested and governed by policies, procedures, guidelines, ordinances, codes and regulations of the City governing land use in effect as of the Effective Date of this Agreement. Any amendments or additions made during the term of this Agreement to City policies, procedures, guidelines, ordinances, codes or regulations shall not apply to or affect the conditions of development of the Project; provided, however, the following are exempt from vesting under this Agreement:
i) plan review fees and inspection fees;
ii) amendments to building, plumbing, fire and other construction codes;
iii) City enactments that are adopted pursuant to State or federal mandates that preempt the City's authority to vest regulations.

Owner may request to be bound by future amendments to the Ketchum Municipal Code, or other regulations, policies or guidelines affecting development, and such request may be approved administratively provided no new land use not allowed under this Agreement and no increase in total square footage of structures to be developed is proposed. In all other instances, the request to be bound by future amendment(s) shall be approved by the Council as an amendment to this Agreement.

Any application for a building permit submitted by Owner shall substantially comply with the requirements of the above-referenced applicable codes, agreements, approvals, plans, permits and other documents as such requirements exist on the day the building permit application is submitted. A complete Building Permit Application and applicable fees shall be submitted to the City no later than May 6, 2016. A Certificate of Occupancy shall be issued for the Project no later than 30 months after the Building Permit is issued.

A building permit application that does not substantially comply with the requirements contained in applicable codes, agreements, approvals, plans, permits and other project documents may be rejected by the City within a reasonable time after completing review of the application by providing written notice to Owner describing the non-compliance in detail unless the noncompliance is cured by Owner within thirty days. If a building permit application contains material changes to the above-referenced applicable codes, agreements, approvals, plans, permits and other documents an amendment to this agreement must be applied for by Owner and considered by the City Council. If such amendment is approved by City Council, all approvals referenced in Section 2 may be subject to amendment. A new building permit may be required to reflect the changes made to the approvals in Section 2.
3. List of Uses to be Allowed (Hotel Uses and Restrictions). Owner may use the Property as a "Hotel" as defined in KMC 17.08.020 as that section existed at the time of PUD application and for private residential uses. The following units and any storage, parking or limited common area associated with such units may be used as either private residential units or as a "Hotel": Units 1 through 6, located on the fourth floor unless otherwise amended by the City of Ketchum. All other units and space on the Property and in the improvements constructed thereon shall be used exclusively as a "Hotel". The following are acknowledged as allowable accessory uses of the Property: conference facilities, restaurant and bar areas within the hotel, fitness facilities, retail and spa/salon uses, and an observatory on the fifth floor. Owner agrees that this Agreement specifically allows only the uses set forth above and no others. Owner may not change the uses of the Property and improvements thereon specified in this Agreement without the prior written approval of City which may be withheld for any reason permitted by law. Any substantial changes or expansions in the uses permitted by this Agreement without such prior written consent and formal modification of this Agreement as allowed by applicable law shall constitute a breach of this Agreement.
4. Permitted Square Footage and Building Location. Owner shall construct improvements on the Property in the locations depicted in the Design Review Approval. The gross square footage of the improvements shall not be greater than 149,325 square feet distributed as set forth in the Design Review Approval.
5. Identification of Development Standards \& Right-of-Way Improvements. Owner shall develop the Property pursuant to the standards set forth in Title 15 of the Ketchum Municipal Code "Buildings and Construction" as such standards exist as of the date on which Owner applies for a building permit. Owner shall develop the public rights-of-way adjacent to the Property pursuant to the Site Plan and pursuant to the standards set forth in Title 12 of the Ketchum Municipal Code "Streets, Sidewalks, Public Utility Easements and Public Places" as such standards exist on the date on which Owner applies for a building permit.
Improvements within the public rights-of-way that shall be dedicated to the public include:

- Pedestrian amenities such as bike racks, benches and other amenities provided within the Gateway Plaza area at the intersection of Main Street and River Street.
- Public art.
- Trees.
- Street lights.

Improvements within the public rights-of-way that shall remain in the ownership of the Owner and be subject to a revocable Right-of-Way Encroachment License include:

- Heated sidewalks within the Main Street, River Street and Leadville Avenue rights-ofway.
- Heated asphalt or other paving within the River Street and Leadville Avenue rights-ofway.
- Retaining walls.
- Planter beds, screen and contents within Main Street, River Street and Leadville Avenue rights-of-way.


## Amended and Restated Development Agreement - "Trail Creek Fund LLC" <br> Page 4 of 15

- Porte cochere and any other structural elements of the hotel building that project into or over the public right-of-way.
- Curb and gutter and all ingress and egress improvements that are essential for access to the hotel entries and underground parking garage and loading dock areas of the Project.

6. Plaza Area. The size and location of the planned Gateway "plaza" area for the Property, shall be approved by the City Engineer and the City Council prior to issuance of a building permit and installed prior to the issuance of any Certificate of Occupancy.
7. Construction and Completion Schedule. Improvements shall be constructed and substantially completed pursuant to a schedule set forth in the Revised Construction Mitigation Plan, which shall be submitted by the Owner and approved by the City no later than March 6, 2016. A Certificate of Occupancy shall be issued for the Project no later than 30 months after the Building Permit is issued.
8. Infrastructure Improvements. Owner shall engineer, construct, and otherwise provide, at its sole expense, improvements, facilities and services (public and private) as provided in the PUD Conditional Use Permit and this Agreement:
8.1 Owner requests water and sewer service from Ketchum to the PUD Property and Ketchum hereby agrees to provide such water and sewer service at the same fees as charged to equivalent users of Ketchum.
8.2 All utilities, including water, sewer, gas, cable, phone and electric shall be installed underground within the street rights-of-way. Detailed engineered construction drawings and specifications for construction of such improvements shall be prepared by Owner and approved by the Ketchum Engineer prior to construction. Prior to acceptance of any such improvements to be dedicated to Ketchum, the Ketchum Engineer shall inspect and approve same and Owner shall provide Ketchum with "as built" drawings thereof. Owner hereby warrants that to the best of its knowledge the "as built drawings" are substantially correct and Owner shall, for a period of one year from Ketchum's receipt of said drawings, be liable and hold Ketchum harmless for any damage which may result from material errors in said drawings after acceptance by the Ketchum Engineer of said utilities unless such damage is caused directly or indirectly by the acts or omissions of Ketchum, or its agents or contractors.
9. Design Review. The improvements on the Property shall be built exclusively as permitted under the Design Review Approval unless otherwise amended by the City of Ketchum. Any development of any portion of the Property substantially inconsistent with this Agreement or the Design Review Approval, as determined by the Planning and Zoning Administrator, without modification of the Design Review Approval, shall constitute a breach of this Agreement by Owner.
10. Phasing. Owner shall not phase the development of the Property; therefore, no security agreement shall be required for any such phasing.
11. Public Access to the Observatory. The observatory has been accepted as a public amenity and as such shall be open to the public a reasonable number of hours. The applicant shall make a proposal to the City Council regarding the operation of the observatory, to be approved by the City Council prior to issuance of any Certificate of Occupancy. The operation of the observatory is subject to approval and adjustment periodically as determined by Owner and the City Council.
12. Employee Housing. The Owner agrees to provide Employee Housing as provided by Ketchum Municipal Code and as set forth in an Employee Housing Plan, which shall be submitted by the Owner and approved by the City Council no later than April 6, 2016. Such plan shall include items set forth in Exhibit A. The approved Employee Housing Plan shall be added to this Agreement by addendum and recorded prior to issuance of a building permit. All required employee housing shall be available no later than six months after the issuance of any certificate of occupancy for the PUD property. Security for the employee housing shall be provided in the form of either a letter of credit issued by a bank, a set-aside agreement with the lender, or a lien on the property in favor of the City sufficient to cover the Employee Housing requirement.
13. Condominium Plat. A condominium plat shall be submitted by the Owner and recorded, pursuant to KMC 16.04.060, to allow for financing of the improvements and individual sale of private residential units. The condominium plat and an operations management plan must be approved by the City prior to recording. The individual condominium units and the commercial and/or common area units shall be use restricted through a recorded declaration of covenants and restrictions.
14. Relocation of Overhead Distribution Power Lines. Owner shall contribute a pro rata share based on total linear feet to the underground relocation of overhead utility lines in the vicinity of the Project. The pro rata share shall be based on the frontage of the Property along Main Street, Leadville Avenue, and River Street. Said contribution shall be utilized by the City solely for the relocation of power lines from overhead to underground in the vicinity of the Property. Staff shall bring alternatives to the Council regarding the payment method within six (6) months of the Effective Date of this Agreement.
15. Conditions of Approval. Owner agrees to comply with all conditions incorporated into the PUD Conditional Use Permit. Any and all approvals as adopted or amended as listed in Section 2, shall be valid until May 6, 2016. These approvals may be retained by Owner and the validity date extended past May 6,2016 by Owner submitting a building permit application by May 6, 2016, provided the requirements of Section 7 have been met.

In the event Owner has need to revise the approvals listed in Section 2, the following schedule shall be observed to provide Owner the best opportunity to submit a complete building permit by May 6, 2016:

- If necessary, a preliminary plat must be submitted to the City no later than December 15 , 2015.
- Application for Conditional Use Permit (CUP) to amend the Planned Unit Development (PUD) approval of 2008 shall be submitted no later than January 15, 2016.
- Application to amend the Design Review approval of 2008 shall be submitted no later than January 15, 2016.
- Revised Construction Mitigation Plan shall be submitted to the City no later than March 6, 2016.
- Complete Building Permit Application and applicable fees shall be submitted to the City no later than May 6, 2016.
- A Certificate of Occupancy shall be issued for the Project no later than 30 months after the Building Permit is issued.

Owner acknowledges the public processes required to amend the approvals listed in Section 2 provide no guarantees of timelines for approval and even by observing the schedule above, Owner may not be in a position to submit a complete building permit application by May 6 , 2016.
16. Amendment of Agreement. This Agreement shall be amended or cancelled, in whole or in part, only by the mutual consent of the parties, executed in writing.
17. Remedies. This Agreement shall be enforceable in any Court of competent jurisdiction by either City or Owner or by any successor or successors in title or interest or by the assigns of the parties hereto, unless otherwise expressly provided in paragraph 21, below. Enforcement may be sought by an appropriate action at law or in equity to secure the performance of the covenants, agreements, conditions, and obligations contained herein. In the event of a material breach of this Agreement, the parties agree that the City and Owner shall have sixty (60) days after delivery of notice of said breach to correct the same prior to the nonbreaching party's seeking of any remedy provided for herein, provided, however, that in case of any such default which cannot with diligence be cured within such sixty (60) day period, if the defaulting party shall commence to cure the same within such sixty (60) day period and thereafter shall prosecute the curing of the same with diligence and continuity, then the time within which such failure may be cured shall be extended for such period as may be necessary to complete the curing of the same with diligence and continuity.
18. Mediation. Prior to either party filing suit, the parties shall participate in a minimum of one mediation session to determine if a resolution can be reached. The mediator shall be agreed to by both parties and the cost of mediation shall be split between the parties.
19. Default. In the event the Owner fails to comply with the terms and conditions hereof in any material respect, and such default is not cured after reasonable written notice to Owner, Ketchum may, without further notice to Owner, exercise any or all of the following remedies until the default is cured:
a. Withhold the issuance of a certificate of occupancy of any structure or unit located within the PUD;
b. Withhold the connection of water or sewer to any structure or unit located within the PUD;

## Amended and Restated Development Agreement - "Trail Creek Fund LLC"

c. Refuse to accept public ownership and maintenance of public improvements within the PUD and record a notice of such action with the Blaine County Recorder's office;
d. Issue a stop work order for any building or unit under construction within the PUD;
e. Bring an action for damages, injunctive relief, specific performance or any other remedy available at law or in equity;
All of the above remedies are cumulative and to the extent not wholly inconsistent with each other, may be enforced simultaneously or separately, at the sole discretion of the Ketchum.

In the event that City fails to comply with the terms and conditions hereof in any material respect, and such default is not cured after reasonable written notice to City, Owner may, without further notice to City, exercise any and all remedies available under law or in equity.

## 20. Miscellaneous Provisions.

a. Covenant Running with the Land/Successors and Assigns. Unless this Agreement is modified by mutual written agreement of the Parties or terminated by City, this Agreement and all conditions, terms, duties and obligations included in this Agreement shall be binding upon Owner, each subsequent owner of the Property and every person or entity acquiring any interest in the Property. This Agreement shall constitute a covenant running with the land burdening the Property in favor of City and shall be binding upon Owner, its successors in interest, personal representatives, heirs, vendees and assigns. Nothing herein shall in any way prevent sale or alienation of the Property, or portions thereof, except that any sale or alienation shall be subject to the provisions hereof, except as provided below, and any successor owner or Owner shall be both benefited and bound by the conditions and restrictions herein expressed. The words "successors" and "assigns" as used in this Agreement shall include all successors, assigns, personal representatives, administrators, trustees and holders of a security interest in the PUD Property or any portion thereof or interest therein except for purchasers of condominiums as designated in Section 13 (a) and 13 (b) of this Agreement. Nothing contained herein shall be deemed or construed to create any third party beneficiaries or third party rights. Upon conveyance of a condominium unit as designated in Section 13 (a) and 13 (b) of this Agreement to a third party, the lien and encumbrance of this Agreement shall be automatically released from said unit and a prospective third party purchaser, lender and all title insurers are entitled to rely upon said release.
b. Force Majeure. In the event the performance of any covenant to be performed hereunder by either Owner or the City is delayed for causes which are beyond reasonable control of the party responsible for such performance, which shall include without limitation, acts of God (such as but not limited to fires, explosions, earthquakes, drought and floods); war, hostilities, invasion, act of foreign enemies; acts of civil disobedience. rebellion, revolution, insurrection or
civil war; contamination by radioactivity; riot, commotion, lock-outs or disorder, strikes; discontinuance of electrical supply; any litigation which directly or indirectly prevents or interrupts construction or would cause a reasonably prudent person to delay the commencement or continuation of construction pending the final resolution of such litigation; acts of terrorism; or similar causes, the time for such performance shall be extended by the amount of time of such delay.
c. Waiver. Any waiver of any of the terms or conditions of this Agreement by City or Owner must be in writing to be effective and shall apply solely to the breach and breaches waived and shall not bar any other rights or remedies of City or Owner of applying to any subsequent breach of any such or other covenants and conditions.
d. Notices. Any and all notices, demands, requests, and other communications required to be given hereunder by either of the parties hereto shall be in writing and be deemed properly served or delivered if delivered by hand to the party to whose attention it is directed, or when sent, seven (7) days after deposit in the U.S. Mail, postage pre-paid, or upon the sending of a facsimile, followed by a copy sent by U.S. Mail as provided herein, addressed as follows:

## City: City of Ketchum

c/o Planning \& Zoning Administrator
Post Office Box 2315
Ketchum, Idaho 83340
(208) 726-7801 Phone
(208) 726-7812 Fax

Owner: Jack E. Bariteau, Jr.
Trail Creek Fund, LLC
Post Office Box 84
Sun Valley, Idaho 83353
(650) 906-5636 Phone
(208) 727-1091 Fax

With a copy to: Lawson Laski Clark \& Pogue, PLLC
675 Sun Valley Road, Suite A
Post Office Box 3310
Ketchum, Idaho 83340
(208) 725-0055
(208) 725-0076

Phone
(208) 725-0076 Fax

Or at such other address, or facsimile number, or to such other party which any party entitled to receive notice hereunder designates to the other in writing as provided above.
e. Attorney Fees. In the event either party to this Agreement is required to retain the services of an attorney to enforce its rights hereunder, the defaulting party shall

## Amended and Restated Development Agreement - "Trail Creek Fund LLC"

pay to the non-defaulting party reasonable attorney fees and costs incurred as a result of such default whether or not litigation is commenced and including reasonable attorney fees and costs on appeal.
f. Time is of the Essence. The parties hereto acknowledge and agree that time is hereby made expressly of the essence with respect to each and every term, condition, and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of and a default under this Agreement by the party so failing to perform.
g. Effective Date of Agreement. This Agreement shall be effective as of the date approved by the City Council.
h. Requirement for Recordation. Owner shall record this document, including all of the Exhibits, and submit proof of such recording to the City. Failure to comply with this section shall be deemed a default of this Agreement by Owner.
i. No Precedent. The issuance of the PUD Conditional Use Permit shall not be considered a binding precedent for the issuance of other PUD conditional use permits. The permit is not transferable from one parcel of land to another.
j. Police Powers. Nothing contained herein is intended to limit the police powers of the City. This Agreement shall not be construed to modify or waive any law, ordinance, rule, or regulation, including without limitation, applicable building codes, fire codes, zoning ordinances, subdivision ordinances, or comprehensive plan provisions, unless expressly provided herein.
k. Final Agreement. This Agreement sets forth all promises, inducements, agreements, conditions, and understandings between Owner and the City relative to the subject matter hereof, and there are no promises, conditions, or understandings, either oral or written, express or implied, between Owner and the City, other than as stated herein. Except as herein otherwise provided, no subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon the parties hereto unless reduced to writing and signed by them or their successors in interest or their assigns, and pursuant, with respect to the City, to a duly adopted ordinance or resolution of the City.

1. No Presumptions. There shall be no presumptions for or against either party hereto as a result of the preparation of this Agreement.
m. Invalid Provisions. If any provision of this Agreement is held not valid, such provision shall be deemed to be excised there from and the invalidity thereof shall not affect any of the other provisions contained herein.
n. Choice of Law. This Agreement shall be governed by the laws and decisions of the state of Idaho.

IN WITNESS WHEREOF, the parties, having been duly authorized, have hereunder caused this Agreement to be executed on the day and year first-above written, the same being done after public hearing, notice and statutory requirements having been fulfilled.

## "CITY":

CITY OF KETCHUM, an Idaho municipal corporation

"OWNER":
TRAIL CREEK FUND, LLC, a California limited liability company
By:


## APPROVED AS TO FORM AND

 CONTENT EXCLUSIVELY FOR THE CITY OF KETCHUM:

Susan Buxton, City Attorney

## ACKNOWLEDGEMENT FOR CITY

## STATE OF IDAHO )

) ss .
COUNTY OF BLAINE )
On this $60^{\text {th }}$ day of $\qquad$ ctober $\qquad$ , 2015\% before me, the undersigned Notary Public in and for said State, personally appeared known or identified by me to be the Hayor of the City of Ketchum, Idaho, and the person who executed the foregoing instrument and acknowledged to me that he executed the same on behalf of such city.

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


## ACCKNOWLEDGEMENT FOR OWNER

STATE OF $\qquad$ )

COUNTY OF BLAINE
On this 28 day of DCTUBER, 2015, before me, a Notary Public in and for said State, personally appeared JACK E. BARITEAU, JR., known to me to be the Managing Member of Trail Creek Fund, LLC, a California limited liability company, and known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of said limited liability company.

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

$\qquad$

Notary Public for the State of IDAH Residing at KETCHUM, ID | My Commission Expires $01 / 27$ | 2018 |
| :--- | :--- |



## Exhibit A

1. A construction staging and mitigation plan, including at a minimum provisions for offsite employee parking, off-site storage of bulk materials, and required right-of-way encroachments during construction, shall be submitted and approved by the City Engineer and the Director of Planning and Building, prior to issuance of a building permit.
2. Right-of-way encroachments including retaining walls and landscape beds, and curbline alignment, slope and drainage, and ADA design issues shall be resolved to the satisfaction of the City Engineer and ITD prior to the issuance of a building permit.
3. All water, sewer and other utility main lines, service lines, manholes and fire hydrants shall be maintained or improved as required by the Ketchum Water and Sewer Department.
4. The proposed development shall be completed as set forth in the design review and CUP approvals and the Planned Unit Development agreement. The PUD Development Agreement shall include, but not be limited to, provisions for the following:

- Community/workforce housing- as required in condition \#9, below.
- Contribution to underground relocation of overhead utility lines.
- Public pedestrian amenities to be included within adjacent street rights-of-way.
- Development of a Construction Activity Standards Plan
- Minimum access for the public to the observatory.

5. The applicant shall provide a detailed Employee Housing Plan, which provides for housing for 18 employees on a site acceptable to the Ketchum City Council, and within Ketchum City limits.

The following elements shall be required in the Employee Housing Plan:
a) Provide salary/hourly wages for the various income categories of employees.
b) The expected number of each level of employee that is intended to be served by the employee housing units.
c) Which employee category will be served by which type/size of units.
d) Provide information on anticipated rental rates or subsidized and/or free rent to employees; will utilities and homeowners dues (if any) be included in proposed rates. . *"
e) Establishment of maximum occupancy per unit type (i.e. 1 person per 1 bedroom unit; 2 persons per 2 bedroom units).
f) Location of units to be within Ketchum City limits.
g) Provide a matrix on breakdowns of the different types of units (1BD; square footage; total number of units; anticipated rent, etc.)
h) Create a priority for occupancy program of these units; (i.e. first availability employees that are full-time, secondly to seasonal employees, and third to persons that are verified to be working in the City of Ketchum.
i) What units will be available and how will the pool of units available be determined.
j) What minimum standards will be used to determine employee eligibility to live in the employee housing; is full-time status required for employees to qualify for the employee housing and what constitutes full-time status.
k) How will overflow of demand of units by employees be handled; will there be a priority system.

1) Provide information on housing families (with children) and/or married couples.

The proposed Employee Housing shall meet minimum size thresholds and income categories established by BCHA.

The following information shall be provided to the City:

- Wage/salary range and a breakdown the number of employees within the aforementioned classifications
- Information on type of housing provided per employee classification
- Costs incurred in rent (and utilities) and transportation/parking by employees
- Details on anticipated lease terms/rental agreements for employees housed onsite
- Anticipated transport and parking scenarios for both on-site and commuting employees.

The Employee Housing Plan shall be submitted and approved by the City Council prior to issuance of a building permit. This plan shall be an exhibit to an amendment to the PUD agreement and recorded prior to issuance of a building permit.
6. A privacy wall or landscaping buffer shall be developed as a buffer for the 200 South Leadville Townhomes.
7. Operational hours for the observatory shall be developed that provides for access for the public, schools and other interest groups.
8. This PUD CUP approval is contingent upon the approval of the Design Review/Waterways Design Review application.
9. The setback for the southernmost penthouse condominium unit adjacent to Leadville Avenue shall be increased to ten feet ( $10^{\prime}$ ) either by reducing overhangs or other means.
10. Prior to issuance of any building permits, a plan shall be brought back to the City Council showing a third lane (through lane) instead of a dedicated right turn lane on Highway 75/Main Street, including consultation with the Idaho Transportation Department.
11. A PUD - Conditional Use Permit shall be issued in writing. The issuance thereof shall not be considered a binding precedent for the issuance of other conditional use permits. A conditional use permit is not transferable from one parcel of land to another.
12. Failure to comply with any condition or term of said permit shall cause said permit to be void ab initio. A PUD - Conditional Use Permit may be revoked at any time for violation of the permit or any condition thereof by motion of the City Council after a due process hearing upon ten (10) days written notice to the holder of the PUD - Conditional Use Permit.
13. All projects receiving a PUD - Conditional Use Permit, as a condition of said permit, shall be required to submit and receive design review approval for each structure to be constructed within the project prior to making application for a building permit irrespective of what zoning district or districts within which the project is located.

| RECORDING REQUESTED BY AND | Instrument \# 635897 |
| :---: | :---: |
|  | HAALEY, BLAINE, IDAHO |
| Micah Austin | Recorded for : BLAINE COUNTY TITLE |
| City of Ketchum | Ex-officio Recorder Deputy: JB |
| Post Office Box 2315 | Electronically Recorded by Simplifile |
| Ketchum, Idaho 83340 |  |

CORRECTED AMENDMENT TO THE AMENDED AND RESTATED DEVELOPMENT AGREEMENT (City of Ketchum/Trail Creek Fund, LLC, et al.)

This Corrected Amendment to the Amended and Restated Development Agreement ("Corrected Amendment") is made as of June 21, 2016, by the City of Ketchum, Idaho ("Ketchum"), a municipal corporation.

1. Recitals. This Corrected Amendment is made in contemplation of the following facts and purposes:
1.1 The City entered into that certain Amended and Restated Development Agreement as of October 5, 2015, and recorded in the records of Blaine County, Idaho as Instrument No. 630816 (the "Amended Agreement") with Trail Creek Fund, LLC, a California limited liability company ("Owner"). The Amended Agreement related to certain approvals by the City for development of Owner's real property located at 200 South Main Street, Ketchum, Idaho, legally described as Lot 2 of Block 83, of the City of Ketchum, according to the official plat thereof, on file in the office of the County Recorder of Blaine County, Idaho (the "Property").
1.2 Pursuant to Section 12 of the Amended Agreement, Owner was required to obtain approval by the City Council of an Employee Housing Plan no later than April 6, 2016, which approved plan was required to be added to the Amended Agreement "by addendum and recorded prior to issuance of a building permit." (Amended Agreement, §12).
1.3 The Employee Housing Plan was submitted by letter to the City on April 5, 2016 and was approved by the City Council on April 4, 2016. The approved Employee Housing Plan and amendment to the Amended Agreement was executed by the Parties and recorded on April 22, 2016 in the records of Blaine County as Instrument No. 634489 (the "Housing Amendment").
1.4 The Housing Amendment included a reference to properties located at 100 East $6^{\text {th }}$ Street and North $1^{\text {st }}$ Avenue, Ketchum, Lots 5 \& 6 of Block 35, respectively, which properties were not owned by Owner at the time the Housing Amendment was recorded. The Parties agree that the Housing Amendment was intended to be recorded in connection with, and as an amendment/addendum to, the Amended Agreement, and that the properties identified in the Housing Amendment were not intended to be encumbered, and are not encumbered, by the Housing Amendment.
2. Corrected Amendment. In view of the foregoing recitals, the Parties have agreed to correct the Amended Agreement as follows:
2.1 The approved Employee Housing Plan is hereby added as Exhibit B to the Amended Agreement.
3. Construction. This Corrected Amendment and the Amended Agreement constitute one agreement between the Parties.
4. Ratification. The Amended Agreement, as corrected by this Corrected Amendment, is hereby ratified and affirmed. This Corrected Amendment is executed by the Parties as of the date first above written.

IN WITNESS WHEREOF, the City, having been duly authorized, has hereunder caused this Corrected Amendment to be executed on the day and year first above written, and hereby requests recording of the Corrected Amendment as an amendment to the Amended Agreement.

CITY OF KETCHUM an Idaho municipal corporation


Attest:


## ACKNOWLEDGMENT FOR CITY

## STATE OF IDAHO )

 ) ss.County of Blaine )
On this aist day of Surve $\qquad$ , 2016, before me, a Notary Public in and for said State, personally appeared Suzanne Frick, City Administrator of the City of Ketchum, Idaho, known or identified to me to the person whose name is subscribed to the within instrument as the City Administrator of the City of Ketchum, Idaho, and acknowledged to me that she executed the same as City Administrator, pifuer indy, of Ketchum, Idaho.


## EXHIBIT "B"

Jack Bariteau
Managing Member
Trail Creek Fund LLC
P. O. Box 84

Sun Valley, Idaho 83353

Micah Austin, AICP
City of Ketchum Planning and Building Director
480 East Avenue North, P.O. Box 2315
Ketchum, Idaho 83340

## AUBERGE RESORT SUN VALLEY - EMPLOYEE HOUSING PLAN

## Dear Micah:

Trail Creek Fund LLC is pleased to provide the City of Ketchum with our draft Employee Housing Plan, a requirement of the Amended and Restated Development Agreement between Trail Creek Fund LLC, owner and developer of the Auberge Resort Sun Valley hotel and residence development project and the City of Ketchum that was approved on October 5, 2015. The requirements set forth in the Agreement are here reprinted in a lesser font than our response for your ease of reference.

The applicant shall provide a detailed Employee Housing Plan, which provides for housing for 18 employees on a site acceptable to the Ketchum City Council, and within Ketchum City limits.

Our approach to providing the employee bed requirement as originally contained in the Development Agreement approved for the development in 2008 is based on delivering in Ketchum living to our employees. We will provide separate living arrangements for all of the required employee beds to reflect the number of employees we need to provide for under the City's employee housing formula. We have also met with David Patrie, Director of the Blaine County Housing Authority, for his input and guidance on the employee housing plan we intend to implement if approved by the City Council. As the only lodging development (Limelight Hotel is exempt) or other commercial development to date ever to be required to provide employee housing, we see the mission of providing

[^39]this housing as one which must be innovative in design and developed by entirely different financial model and method. The housing must be highly suitable and attractive living units for our future employees as we see this housing being provided as part of the overall salary package for qualified employees who elect to occupy the housing to be constructed in a separate development project that our ownership or an affiliated ownership will bring forward to the City after we have received the City Council's blessing on our approach to creating this housing stock. The highlights of this approach are as follows:

1. The City's formula for providing employee housing was originally calculated at a ratio of $25 \%$ of total employees assuming a 1 to 1 ratio of employees to hotel rooms. For a 73 room hotel this resulted in the 18 employees to be housed per the Development Agreement. If recalculated for the revised 65 hotel room count, the revised requirement would be 16 , but we will agree to hold to the 18 requirement. A classic and traditional approach to creating this housing would be to build a dormitory style level of living with common kitchen, restroom and storage components. Our most readily accessible example of this housing is the employee housing built to serve the Sun Valley Lodge and Inn properties. In our view this model is unsuitable for the labor pool. To attract the level of employee that the Auberge hotel will require whether recruiting within or without the Wood River Valley market, the employee living unit must provide a sense of well thought architectural design that provides for ease of accessibility, privacy and convenience. Our conclusion is that we must find a way to build an apartment component as part of a larger mixed residential project as the economics of developing this project on a stand-alone basis and supported solely by the hotel do not work.
2. The only feasible way that the hotel can support the development of the employee housing is for it to be built as part of another residential project containing market rate for sale housing located above the employee housing. As you are aware our development is also obligated to pay an in lieu fee against the non-hotel room component of the project so allocating more precious project dollars away from the hotel construction and operations to produce employee housing is a nonstarter. Market rate housing will in effect subsidize the development of the employee housing and make the project financeable to build as a separate project with a master lease and lump sum annual rental of the employee housing units by the hotel developer for a minimum of 20 years. This burden has been factored into the hotel annual operating budget for the hotel and will permit the hotel operator maximum flexibility to place approximately $19 \%$ of its projected first year of operation 85 employee work force into this housing. Hotel operations intends to offer this housing to full time employees across the spectrum of mid and lower

[^40]tiers of the fulltime job workforce (as delineated on the attached TRI Project Salary Schedule prepared by Auberge Resorts for the Idaho Commerce Department) as they are hired. It is not anticipated that upper tier employees earning in excess of $\$ 80,000$ per year will locate in employee housing given the anticipated level of experience, financial net worth and larger housing preferences of these individuals.
3. The site we have identified for the Employee Housing is at the corner of $1^{\text {st }}$ Avenue and $6^{\text {th }}$ Street in downtown Ketchum. It is comprised of two adjacent 55, x $100^{\prime}$ sites identified as 100 East $6^{\text {th }}$ Street and 560 North $1^{\text {st }}$ Avenue, Ketchum Lots 5 \& 6 of Block 35 respectively. The site is zoned for this use and we have planning studies in progress that show it to be well suited for this project.

As you are aware, the applicant, Trail Creek Fund LLC, shall provide a detailed Employee Housing Plan (which originally provided for housing for employee housing equal to 18 beds for 73 rooms in the original hotel room layout) in the hotel project as approved by the City of Ketchum on a site acceptable to the Ketchum City Council, and within City of Ketchum City limits. The project plan has now evolved into a 65 room hotel, but as stated above we will hold to the 18 employee bed requirement. The applicant, Trail Creek Fund LLC, intends to entitle and construct a separate three story real estate project within the City Limits at one of two possible locations that will create this employee housing and that is specifically designed for use by the hotel employees as part of their employee compensation plan. The development envisioned is unique in its goal to create on grade, street present walk up apartment housing in smaller configurations from 400 to 750 square feet versus providing a dormitory style level of living. The upper two levels of the three story structure would consist of three market rate flats on the second floor and two penthouses on the third floor. In plan, the building would be located on two 5,500 square foot lots combined into an 11,000 square foot lots. Our preliminary plans indicate that 12 apartments could be developed over underground parking and storage with two levels of market rate housing above. The 18 employees would be accommodated in the ground floor developed as a single condominium unit that will be master leased by Trail Creek Fund LLC, the developer and owner of the completed hotel project for the exclusive use Auberge Resorts employees. The apartment units would be provided to qualifying employees as part of their salary package with no rent charged to the employee. The employees selected would be responsible for payment of utilities and personal communications services including internet and cable and phone. Each apartment would be designed and fitted out to provide front door street entry, window line to the street, full kitchens and private bathroom and closet spaces with adequate storage provided for bicycles, ski and snow equipment and general storage needs in the underground garage. One parking space per apartment would be provided in the underground garage.

The following elements shall be required in the Employee Housing Plan:
a) Provide salary/hourly wages for the various income categories of employees.

The hotel operated and managed by Auberge Resorts Collection under a long term management contract with our ownership, Trail Creek Fund LLC, is projected to employ 85 employees and workforce positions per the attached TRI Project Salary Schedule prepared by Auberge Resorts Collection. Please refer to this schedule for annual salary projections.
b) The expected number of each level of employee that is intended to be served by the employee housing units.

The job descriptions and salaries on the Project Salary Schedule range significantly between upper senior management and the lowest entry position. The intention of Trail Creek Fund LLC and Auberge Resorts is to recruit and find the right combination of employees in all categories. We see the middle and lower tier employees of the Salary Schedule as ideally qualified to apply for this employee housing.
c) Which employee category will be served by which type/size of units.

It is anticipated that all but the top level of management and pay grade would be eligible for the apartments or a pool of over 70 employees.
d) Provide information on anticipated rental rates or subsidized and/or free rent to employees; will utilities and homeowners dues (if any) be included in proposed rates.

There are no rental rates proposed as the apartments will be offered to the employees at no charge other than payment of utilities and prorated homeowner dues reimbursed to the master lessee. Property taxes will be paid by Trail Creek Fund LLC under its master lease obligations.
e) Establishment of maximum occupancy per unit type (i.e. 1 person per 1 bedroom unit; 2 persons per 2 bedroom units).

All apartments as planned in the development will be a combination of single and double occupancy units as best fits the plan to provide for the total 18 employee required occupancy.
f) Location of units to be within Ketchum City limits.

The apartments will be located within the City of Ketchum on one of two preferred sites under consideration, one within walking distance of the hotel project and the other a short ride to the city center readily accessible via public transportation, bicycle or car.

Trail Creek LLC-Employee Housing Plan - 05 April 2016
g) Provide a matrix on breakdowns of the different types of units (1BD; square footage; total number of units; anticipated rent, etc.)

The units will be a combination of studios, one-bedroom, and two-bedroom apartments ranging from 400 SF to 750 SF as is necessary to meet the 18 employee housing requirement. All units will be provided rent free to the employees.
h) Create a priority for occupancy program of these units; (i.e. first availability employees that are full-time, secondly to seasonal employees, and third to persons that are verified to be working in the City of Ketchum.

All units will be needed for fulltime employees and spouses if married.
i) What units will be available and how will the pool of units available be determined.

All apartment units will be available within 6 months of Certificate of Occupancy for the hotel as agreed in the last Amendment of the Development Agreement and upon completion of the employee housing portion of the project. The employee apartments are all on the ground floor of the proposed building.
j) What minimum standards will be used to determine employee eligibility to live in the employee housing; is full-time status required for employees to qualify for the employee housing and what constitutes full-time status.

The minimum standard for employee eligibility will be execution of an employment contract for full time work for at least one calendar year. Fulltime work is a 40 hour work week five days a week or a flexible schedule of longer hours and fewer days as to be determined by Auberge Resorts management.
k) How will overflow of demand of units by employees be handled; will there be a priority system.

We will not be able to provide for overflow employee housing beyond the 18 bed requirement as the hotel project is incapable of financially supporting this subsidy to be successful in the long term. It is anticipated that employees recruited and located within our employee housing will experience the benefits of living in the City of Ketchum and eventually matriculate to more traditional and larger forms of housing. The normal pattern of life may lead to the establishment of families needing larger types of housing creating a turnover of employee housing for those individuals who find employment with Auberge in future years as employees accommodated in the employee housing project relocate.

1) Provide information on housing families (with children) and/or married couples.
[^41]We do not see the employee housing in the apartments as suitable for families but do anticipate double occupancy by married couples as a possibility in a number of the apartments.

The proposed Employee Housing shall meet minimum size thresholds and income categories established by BCHA.

The following information shall be provided to the City:

- Wage/salary range and a breakdown the number of employees within the aforementioned classifications

See attached employee and salary schedule.

- Information on type of housing provided per employee classification

At this juncture, the apartment portion of the building will consist of studios, one-bedroom, and two-bedroom units, some appropriate for possible double occupancy.

- Costs incurred in rent (and utilities) and transportation/parking by employees

No costs for rent other than utilities, homeowner dues, and personal communication services are forecast. These exact costs are all unknown at this time. Underground parking for one car per apartment is provided. Transportation costs are not calculated given the short walking distance from the preferred employee housing site to the hotel.

- Details on anticipated lease terms/rental agreements for employees housed on-site

There are no hotel employees that will be housed within or on the hotel premises. Employment by the hotel company will dictate the employee qualifying for the employee housing to be provided by hotel ownership.

- Anticipated transport and parking scenarios for both on-site and commuting employees.

No onsite parking will be available for the entire work force in the hotel garage although a valet managed parking system may provide for potential employee parking opportunities for those employees other than the employees housed in the apartment units provided by Trail Creek Fund LLC.

The Employee Housing Plan shall be submitted and approved by the City Council prior to issuance of a building permit. This plan shall be an exhibit to an amendment to the PUD agreement and recorded prior to issuance of a building permit.

Trail Creek LLC - Employee Housing Plan - 05 April 2016

This completes our Employee Housing Plan for Auberge Resort Sun Valley as provided by Trail Creek Fund LLC. Our ownership looks forward to working with you and the City of Ketchum to implement this plan. We are always available to discuss any additional questions you may have.

Best Regards,
Trail Creek Fund LLC


Jack Bariteau, Jr.
Managing Member

## RIGHT-OF-WAY ENCROACHMENT AGREEMENT

THIS AGREEMENT, made and entered into this 14th day of July, 2016, by and between Trail Creek Fund LLC (collectively referred to as "Owner"), whose address is P. O. Box 84, Sun Valley, Idaho 83353, and the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho.

## RECITALS

WHEREAS, Owner is the owner of real property described as 300 River Street ("Subject Property"), located within the City of Ketchum, State of Idaho; and

WHEREAS, Owner wishes to permit construction, installation and placement of a number of physical improvements that are required for the development of the hotel and residence project in the City of Ketchum right-of-way on River Street, Leadville Avenue and Highway 75 or Main Street as well as under the City right-of-way located on River Street, Leadville Avenue and Highway 75 or Main Street. These improvements are shown in Exhibit "A" attached hereto and incorporated herein (collectively referred to as the "Improvements"); and are described as follows: Structural retaining systems to include structural soil nailing underneath the right-of ways described above; installation of snow melt radiant tubing and supply; concrete curb and gutter; stone or concrete pavers within sidewalks on River Street and Leadville Avenue; driveways and curb cuts; landscaping including trees, groundscape, irrigation and landscape lighting; architectural retaining walls; public art and water features; drywells and non-consumptive water production and water injection well or wells as permitted by the Idaho Department of Water Resources 37W-099-001 required to operate the hotel and residence building ground source heat pump mechanical cooling and heating systems; above and or below ground well heads and water proof vault and manhole covers; outdoor dining area; public seating whether benches or other forms of outdoor seating; electrical outlets and general overhead down lighting; the hotel's main entry porte cochere overhang; drainage systems; bicycle racks or storage; and building and pedestrian and safety directional signage;

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

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

## TERMS AND CONDITIONS

1. Ketchum shall permit Owner to maintain and repair the Improvements identified in Exhibit "A" within the public right-of-way of Highway 75 or Main Street, River Street and Leadville Avenue, located adjacent to the real property described as 300 River Street, Ketchum, Idaho.
2. Prior to constructing improvements identified in Exhibit $A$ within the public right of way, plans and specifications shall be submitted to the City Engineer for review and approval.
3. Owner shall be responsible for the maintenance, repair and replacement of said Improvements.
4. In consideration of Ketchum allowing Owner to maintain the Improvements in the public right-of-way, Owner agrees to indemnify and hold harmless Ketchum from and against any and all claims of liability for any injury or damage to any person or property arising from the Improvements constructed, installed and maintained in the public right-of-way. Owner shall further indemnify and hold Ketchum harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Owner's part to be performed under this Agreement, or arising from any negligence of Owner or Owner's agents, contractors or employees and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such action or proceeding brought thereon. In the event any action or proceeding is brought against Ketchum by reason of such claim, Owner, upon notice from Ketchum, shall defend Ketchum at Owner's expense by counsel satisfactory to Ketchum. Owner, as a material part of the consideration to Ketchum, hereby assumes all risk of damages to property or injury to persons in, upon or about the Improvements constructed, installed and maintained in the public right-of-way arising from the construction, installation and maintenance of said Improvements and Owner hereby waives all claims in respect thereof against Ketchum.
5. Ketchum shall not be liable for injury to Owner's business or loss of income therefrom or for damage which may be sustained by the person, goods, wares, merchandise or property of Owner, its tenants, employees, invitees, customers, agents or contractors or any other person in or about the Subject Property caused by or resulting from the Improvements constructed, installed, removed or maintained in the public right-of-way.
6. Owner understands and agrees that by maintaining the Improvements in the public right-of-way pursuant to this Agreement, Owner obtains no claim or interest in said public right-of-way which is adverse to that of Ketchum and that Owner obtains no exclusive right to said public right-of-way nor any other right to use the public right-of-way not specifically described herein.
7. This Agreement shall be a covenant running with the Subject Property and the terms and provisions hereof shall inure to the benefit of and be binding upon the parties and the respective heirs, personal representatives, successors and assigns of the parties hereof.
8. In the event either party hereto retains an attorney to enforce any of the rights, duties and obligations arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney's fees at the trial and appellate levels and, whether or not litigation is actually instituted.
9. This Agreement shall be governed by, construed, and enforced in accordance with the laws and decisions of the State of Idaho. Venue shall be in the District Court of the fifth Judicial District of the State of Idaho.
10. This Agreement sets forth the entire understanding of the parties hereto, and shall not be changed or terminated orally. It is understood and agreed by the parties hereto that there are no verbal promises or implied promises, agreements, stipulations or other representations of any kind or character pertaining to the Improvements maintained in the public right-of-way other than as set forth in this Agreement.
11. No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of this document.
12. Prior to issuance of a certificate of occupancy, this Agreement shall be recorded with the Blaine County Recorder by Ketchum.
13. The parties fully understand all of the provisions of this Agreement, and believe them to be fair, just, adequate and reasonable, and accordingly accept the provisions of this Agreement freely and voluntarily.

TRAIL CREEK FUND, LLC


CITY OF KETCHUM:

Its: $\frac{\text { Suzanné Frick }}{\text { City Administrator }}$

STATE OF $\qquad$ , ) ss.
County of $\qquad$ .

STATE OF IDAHO ) ) ss. County of Blaine )

On this $19^{\text {th }}$ day of NOVEMBER 2019, before me, the undersigned Notary Public in and for said State, personally appeared SUZANNE FRICK, known or identified to me to be the Mayor of the CITY OF KETCHUM, IDAHO, and the person who executed the foregoing instrument on behalf of said municipal corporation and acknowledged to me that said municipal corporation executed the same.

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

Notary Public for
Residing at
Commission expires $\qquad$

## EXHIBIT "A"

- Exhibit A


| RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO: | Instrument \# 652281 <br> HAILEY, BLAINE, IDAHO <br> 06-05-2018 8:55:07 AM No. of Pages: 7 <br> Recorded for: BLAINE COUNTY TITLE <br> JOLYNN DRAGE <br> Fee: $\$ 28.00$ <br> Ex-Officio Recorder Deputy: JB <br> Electronically Recorded by Simplifile |
| :---: | :---: |

(Space Above Line For Recorder's Use)

## FIRST AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT <br> (City of Ketchum/Trail Creek Fund, LLC, et al.)

THIS FIRST AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT ("Amendment") is made and entered into as of the 4 day of June 2018, by and between the CITY OF KETCHUM, an Idaho municipal corporation ("City") and TRAIL CREEK FUND, LLC, a Califomia limited liability company ("Owner").

## RECITALS

WHEREAS, Owner owns that certain real property located at 300 River Street East (formerly 200 South Main Street), Ketchum, Idaho legally described as Lot 2 of Block 83, of the City of Ketchum, according to the official plat thereof, on file in the office of the County Recorder of Blaine County, Idaho (the "Property"); and

WHEREAS, Owner and City entercd into an Amended and Restated Development Agreement, dated October 5, 2015 and recorded in the records of Blaine County, Idaho as Instrument No. 630816 and a Corrected Amendment To Amended and Restated Development Agreement, dated June 21, 2016 and recorded in the records of Blaine County, Idaho on June 22, 2016, as Instrument No. 635897 ("Agreement"); and

WHEREAS, pursuant to the Agreement the City issued Owner a Planned Unit Development Conditional Use Permit ("CUP") to develop and operate a Hotel ("Project") on the Property and a building permit to construct the Project related improvements ("Building Permit" and together with the CUP, the "Entitlements"); and

WHEREAS, a dispute exists between the Owner and the City regarding the date on which the Building Permit was issued and whether Owner's performance obligations were properly extended by a force majeure event. By this Amendment, the parties desire to settle and compromise their differences, release any claims they have ("Claims") and resolve the disputes between them without litigation.

WHEREAS, Owner has applied for and requested an extension and modification of certain deadlines and requirements in respect to the Entitlements and City is agreeable to certain amendments to address Owner's request and so as to update the Agreement.


(Space Above Line For Recorder's Use)

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WHEREAS, Owner has applied for and requested an extension and modification of certain deadlines and requirements in respect to the Entitlements and City is agreeable to certain amendments to address Owner's request and so as to update the Agreement.

## AGREEMENT

NOW THEREFORE, in consideration of the above recitals and the mutual covenants and agreements herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Amendments. The Agreement is amended and supplemented as follows:
A. Schedule and Certificate of Occupancy. All references to the requirement to issue a certificate of occupancy for the Project no later than 30 months after issuance of the Building Permit, including those in paragraphs 2, 7 and 14 are deleted and the following substituted therefore:
(1) Owner, at no cost to the City, shall work with, provide for, and cause Idaho Power Company to initiate and undertake the work required to underground the electrical power poles and electrical and related utility lines along the east side of Highway 75 from Gem Street to River Street as shown on the Work Order documentation and Map as provided by Idaho Power and Owner dated March 27, 2018. Owner and the City agree to cooperate and provide requested reasonable assistance to Idaho Power and its contractors, vendors and employees. Said undergrounding work is to be completed on or before December 31, 2018.
(2) Owner shall provide and show sufficient evidence to the City of full financing and funding for completing the Hotel Project to the satisfaction of City by September 30, 2019. Owner shall evidence such financing by recording on the Property a deed of trust to secure a construction loan on or before September 30, 2019 and by such other proof of financing reasonably necessary for the satisfaction of the City Council that this condition is met. Owner will not commence additional excavation work on the Property until acceptance and approval of such financing evidence by the City, unless the City Planning and Building Director otherwise grants such permission for good cause upon receipt of a written request from Owner.
(3) Site Restoration. Owner shall submit to City by October 31, 2018 a Site Restoration Plan and security instrument naming City as beneficiary, such as a letter of credit, sufficient to fund such restoration. The Restoration Plan shall:
a. Identify a clear restoration plan sufficient to restore site to finished elevations compatible with neighboring streets and residences, including landscaping and other details, and subject to City review and approval;
b. Be accompanied by a licensed engineer's estimate of one hundred and fifty percent ( $150 \%$ ) of the estimated reclamation costs, with such estimate subject to verification and approval by the City;
c. Be accompanied by a security instrument naming City as beneficiary, with the proposed method and form of such security subject to City review and approval, sufficient to fund the $150 \%$ reclamation estimate and provide for the City to immediately pursue reclamation and restoration on the site in the event of a failure of condition, other breach of the Development Agreement, or abandonment of the Project.
d. The Site Restoration Plan shall be recorded in the records of Blaine County, Idaho.
In the event Owner fails a condition or otherwise breaches this Amendment and/or the Agreement then City shall be entitled to immediately commence reclamation and restoration pursuant to such Restoration Plan and security instrument. Dates of breach could include, but are not limited to:
i. November 1, 2018 in the event the Amended Employee Housing Plan is not complete;
ii. January 1, 2019 in the event the powerline undergrounding specified is not complete;
iii. In the event the Applicant's building permit lapses or is terminated by the City;
iv. October 1, 2019 in the event Project financing and funding is not secured to the satisfaction of the City Council by September 30, 2019;
v. Date of any other breach or failure of the Development Agreement requirements.
(4) Owner shall complete the Project and City will issue a certificate of occupancy on or before December 31, 2021.
(5) Owner shall provide its required Employee Housing and receive a certificate of occupancy for its Employee Housing on or before December 31, 2021.
B. Construction and Completion Schedule. The Revised Construction Mitigation Plan referenced in Provision 7 (Construction and Completion Schedule) is amended to conform to the schedule set forth in 1(A), above.
C. Employee Housing. Provision 12 of the Agreement regarding an Employee Housing Plan is hereby amended to allow Owner to submit an Amended Employee Housing Plan. The Amended Plan must be submitted to the City by October 31, 2018. The Amended Plan will be subject to review and approval by the City by December 31, 2018. The requirements for the Amended Plan are:
a. Be generally consistent with the existing Employee Housing Plan and provide for 18 beds;
b. Any alternate site location must be within the Community Core zoning district of the City;
c. Provide a schedule and project deadlines, including design review, building permit, start of construction, and Certificate of Occupancy for the Amended Plan concurrent with issuance of a Certificate of Occupancy for the Hotel Project.
d. The Amended Employee Housing Plan shall be recorded in the records of Blaine County, Idaho.
e. To provide adequate security, approved as to form by and to the satisfaction of the City, to ensure completion and performance of the Amended Plan.
D. Power Lines. Provision 14 (Relocation of Overhead Distribution Power Lines) is deleted, as its purpose is replaced by amendment $1(\mathrm{~A})(1)$ set forth above.
E. Force Majeure. Provision 20(b) is replaced as follows:

Force Majeure. In the event either party hereto shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God (fires, explosions, earthquakes, droughts and floods), strikes, lockouts, failure of power or other utility services, moratoria, riots, insurrection, war, terrorism or other reason of a like emergency nature, and specifically excluding economic conditions, which is beyond the reasonable control and not the fault of the party delayed in performing work or doing acts required under this Agreement, then performance of such act shall be excused for the period of the delay, and the period for performance of any such act will be reasonably extended for a period equivalent to the period of such delay. Any claim of a force majeure event must be submitted to the other party within thirty days of such event.

## 2. Release.

A. Release by Owner. Owner does hereby fully, finally and forever release and discharge the City and its officers, employees, directors, agents, attorneys, successors and assigns pursuant to the terms set forth in Section 2 C. below.
B. Release by City. The City does hereby fully, finally and forever release and discharge Owner, and its members, shareholders, officers, employees, directors, agents, attorneys, successors and assigns pursuant to the terms set forth in Section 2 C , below.
C. Terms of Release. This release includes all the Claims, manner of actions, causes of action, suits, debts, bonds, bills, moneys owed, accounts, covenants, agreements, promises, damages, judgments, claims and demands whatsoever, in law or equity, which are the subject of or arising from the time for performance of Owner's obligations under the Agreement or pursuant to the Entitlements, whether known or unknown, up to the date of this Agreement.
D. Excluded Claims. This Agreement does not apply to any separate continuing contractual and/or equitable obligations as may currently exist between or
among the Parties, including the obligations contained in the Agreement, this Amendment or pursuant to the Entitlements.
E. Disputed Claims. The facts and ultimate liability of any Party are unclear and disputed. Each of the Parties understands and agrees that this Amendment and the settlement provided for herein, are intended to compromise disputed claims and defenses, to avoid litigation and to buy peace, and that this Amendment and the settlement provided for herein shall not be construed or viewed as an admission by any Party of liability or wrongdoing, such liability being expressly denied. This Amendment, and the settlement provided for herein, shall not be admissible in any lawsuit, administrative action, or any judicial or administrative proceeding if offered to show, demonstrate, evidence or support a contention that any of the Parties acted illegally, improperly, or in breach of law, contract or proper conduct.
F. Representations and Warranties. Each of the Parties (i) represents, warrants, and covenants on behalf of himself, herself or itself, that he, she or it has not assigned to any other persons or entities any right to payment in connection with the matters herein settled and released and that he, she or it is fully entitled to enter into this Agreement, and (ii) agrees to the extent permitted by Idaho law to indemnify, defend and hold harmless each other Party from and against any claims based upon or arising in connection with any such prior assignment, transfer, lien, or right by him, her or it or as a result of any breach by him, her or it of his, her or its representatives, warranties or agreements set forth in this Agreement.
G. Covenant Not to Sue. The Parties agree not to cause claims to be made in any court or other forum against the other Parties for any matter within the scope of the releases contained herein.

## 3. General Provisions.

A. Recitals and Construction. The City and Owner incorporate the above recitals into this Amendment and affirm such recitals are true and correct. All capitalized terms used in this Amendment, unless specifically defined herein, have the same meanings attributed to them in the Agreement.
B. Conflict with Agreement. Except as amended by this Amendment, the Agreement remains unchanged and in full force and effect. If there is any conflict between the provisions of the Agreement and the provisions of this Amendment, the provisions of this Amendment shall control.
C. Effective Date. This Amendment is effective as of the date on which the last of the City and Owner execute this Amendment. Neither party shall have any rights with respect to this Amendment until both have executed this Amendment.
D. Owner Representations. Owner represents and warrants to City that (a) Owner holds fee simple title to the Property, (b) there is no mortgage or deed of trust lien encumbering any portion of the Property, except as previously disclosed to City, and (c) no joinder or approval of another person or entity is required with respect to Owner's
authority to make and execute this Amendment.
E. Neutral Interpretation. City and Owner acknowledge they and, if they so choose, their respective counsel have reviewed and revised this Amendment and the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of the Agreement, this Amendment or any exhibits, attachments and addenda to the Agreement and/or this Amendment.
F. Counterparts. This Amendment may be executed in multiple counterparts, each of which taken together shall constitute one and the same agreement binding upon the parties. Signatures transmitted by facsimile or via e-mail in a "PDF" format shall have the same force and effect as original signatures on this Amendment. The Original of this Amendment shall be recorded with the Blaine County Recorder.

IN WITNESS WHEREOF, the parties, having been duly authorized, have hereunder caused this Amendment to be executed, the same being done after public hearing, notice and statutory requirements having been fulfilled.

## "CITY":

## CITY OF KETCHUM,

an Idaho municipal corporation


## ATTEST:



First Amendment to Amended And Restated Development Agreement - "Trail Creek Fund LLC" Page 6

## ACKNOWLEDGEMENT FOR CITY

## STATE OF IDAHO )

## COUNTY OF BLAINE )

On this
 day of $\qquad$ , 2018, before me, the undersigned Notary Public in and for said State, personally appeared NEIL BRADSHAW, known or identified by me to be the Mayor of the City of Ketchum, Idaho, and the person who executed the foregoing instrument and acknowledged to me that he executed the same on behalf of such city.

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


ACKNOWLEDGEMENT FOR OWNER
STATE OF Idaho,
COUNTY OF Blaine ) ss.
On this $5^{\text {th }}$ day of June, 2018, before me, a Notary Public in and for said State, personally appeared JACK E. BARITEAU, JR., known to me to be the trustee of the Jack E. Bariteau Separate Property Trust, the Managing Member of Trail Creek Fund, LLC, a California limited liability company, and known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of said limited liability company.

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


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Notary Public for the State of Idaho Residing at 101 Emerald 57 My Commission Expires $\qquad$

First Amendment to Amended And Restated Development Agreement - "Trail Creek Fund LLC"
Page 7

# Greatamerican <br> insurance group 

## License Bond

KNOW ALL MEN BY THESE PRESENTS that we, Conrad Brothers of Idaho, Inc. as Principal, and GREAT AMERICAN INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, as Surety, are held and firmly bound unto city of Ketchum as Obligee, in the sum of Three Hundred Sixty Three Thousand and $00 / 100$
Dollars (\$363,000.00 ), lawful money of the United States of America, to be paid unto the said Obligee or its successors; for which payment, well and truly to be made and done, we bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated June 14 , 2018.

WHEREAS, the said Principal now has or will be granted a license or permit to engage in the business of Demolition and site Improvements and backiilling to existing grades in the City of Ketchum

NOW, THEREFORE, the condition of this obligation is such that if the said Principal shall faithfully comply with all laws, ordinances, rules and regulations pertaining to such License and Permit and shall indemnify and save harmless the Obligee from all loss or damage that the Obligee shall suffer by reason of the said Principal's failure to comply with said laws, ordinances, rules and regulations, then this obligation to be void; otherwise to remain in full force and effect.

PROVIDED, that the Surety may terminate its liability hereunder at any time by giving thirty (30) days written notice of such termination sent through the United States mail to the Obligee.

The term of this bond shall be from June 14, 2018 to June 14, 2019
but may be continfed on a year to year basis by continuation certificate at the option of the Surety.


## GREAT AMERICAN INSURANCE COMPANY



[^42]
## POWER OF ATTORNEY

Farmington Casualty Company Fidelity and Guaranty Insurance Company Fidelity and Guaranty Insurance Underwriters. Inc. St. Paul Fire and Marine Insurance Company St. Paul Guardian Insurance Company

## St. Paul Mercury Insurance Company <br> Travelers Casualty and Surety Company Travelers Casualty and Surety Company of America United States Fidelity and Guaranty Company

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company. St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company. Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut. that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of lowa. and that Fidelity and Guaranty Insurance Underwriters. Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"). and that the Companies do hereby make, constitute and appoint

## Mark C. Bundy, Tammy A. Ward. Terri Strawhand, and Kathryn Snell

of the City of Virginia Beach State of - Virginia $\qquad$ . Their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign. execute. seal and acknowledge any and all bonds, recognizances. conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons. guaranteeing the performance of contracts and executing or guarantecing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF , the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this $\qquad$ day of January 2017

Farmington Cusualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc. St. Paul Fire and Marine Insurance Company St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company


State of Connecticut
City of Hartford ss.

On this the 5th day of January $\qquad$ 2017 . before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company. Fidelity and Guaranty Insurance Company. Fidelity and Guaranty Insurance Underwriters. Inc.. St. Paul Fire and Marine Insurance Company. St. Paul Guardian Insurance Company. St. Pat Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casuaty and Surety Company of America, and United States Fidelity and Guarany Company, and that he, as such. being authorized so to de, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereot. I hereunto set my hand and offecal seal My Commission expires the 3oth day of June. 2021.


58440-5-16 Printed in U.S.A.

Job Name: TCF, LLC
Project Description: TCF Site Restoration Date: 9.20.18


# GALENA ENGINEERING, INC. 

## CIVIL ENGINEERING \& LAND SURVEYING

MEMO
DATE: June 4, 2018
TO: Trail Creek Fund, LLC
FROM: Samantha Stahlnecker, P.E. Galena Engineering

RE: $\quad$ Site Embankment Opinion of Probable Construction Cost

Galena Engineering has prepared an opinion of probable cost to fill the existing foundation excavation at 200 S Main Street (Ketchum Replat Block 83, Lot 2). This estimate includes approximate construction costs to import, place, and compact fill material at a constant slope from River Street south to the southern property boundary.

Galena Engineering utilized LIDAR data collected by Quantum Spatial for Blaine County, Idaho in the fall of 2017 to approximate the existing conditions on site. Grading limits were defined at the approximate property boundary and an average ground slope of $15 \%$ was modeled over the site as the proposed embankment finish ground elevation. Galena Engineering approximates the in-place, compacted embankment quantity to be 11,000 CY.

Based upon feedback from local contractors given the site's proximity to Ohio Gulch and the large quantity of material required, Galena Engineering estimates the unit cost per CY of embankment to be $\$ 22$.

It is Galena Engineering's opinion that the total estimated cost to fill the existing foundation excavation is approximately $\$ 242,000$.

Please contact me with any questions regarding the assumptions made to prepare this opinion of probable cost.

Sincerely,
Samantha Stahlnecker, P.E.


Webb Landscape, Inc.
162 Glendale Rd
Bellevue, ID 83313

Office: 208-726-4927
Fax: 208-726-4767
www.webbland.com
ESTIMATE


## WEBB LANDSCAPE CONTRACT:

## OUR COMMITMENT:

- Webb maintains the integrity of our brand through accountabilty for our projects with an emphasis on quality, efficiency, industry best practices, and a mindful stewardship of environmental conservation.
- Webb is commited to our client relationships. We will not be party to dishonesty, distortion, or the misrepresentation of our brand. We stand behind our work and our dedication to customer satisfaction. Webb insures that our work is constructed of the highest quality materials and is completed in a professional and timely manner in accordance with the highest industry standard.
- Webb maintains a positive working relationships with every client by providing the highest level of comprehensive, year round service while sustaining the long term value for your property.


## GUARANTEES \& INCLUSIONS:

## - 3 weeks of lawn mowing on new sod installations

- One turf fertilization for all new sod and hydroseed installations


## GENERAL TERMS \& POLICIES:

## - Prices reflect the 2018 work season

- Winter weather conditions may increase costs.
- This is a cost estimate based on information and/or plans provided to Webb.
- Any engineering, permitting or subcontracted work not listed on this estimate is considered the responsibilty of the contracting party
- Estimates are subject to change or cancellation after the end of the current growing season
- Final costs may vary according to on site changes and actual quantities installed.
- Final billing shall be imposed upon actual quantities used and labor to install.
- Additional costs may be incurred to relieve soil compaction associated with construction traffic as needed.
- Change orders will be given as an estimate that must be agreed upon prior to change work commencing.
- A deposit of one-third the estimate total is due prior to the start of the project. Invoicing will be submitted, on a monthly basis as work progresses.
- A 1.5\% monthly finance charge shall be imposed on any portion of account not paid within 30 days of each billing.


## ACCEPTANCE:

The pricing, specifications and conditions are satisfactory and accepted. Webb Landscape, Inc. is hereby authorized to perform the work as specified. Payments shall be made as outlined above.

# GREAT AMERICAN INSURANCE COMPANY® Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740 

The number of persons authorized by this power of attorney is not more than THREE

No. 020818

## POWER OFATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attomey-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

|  | Name | Address |
| :--- | :---: | :---: |
| MARK C. BUNDY | ALL OF | Limit of Power |
| TERRI STRAWHAND |  | VIRGINIA BEACH, VIRGINIA |

TAMMY A. WARD

This Power of Attomey revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.
IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this

GREAT AMERICAN INSURANCE COMPANY

$\frac{\text { Divisional Senior Vice President }}{\text { DAVID C. KITCHIN (B77-377-2405) }}$

OHIO, COUNTY OF HAMILTON - ss:
On this 12TH day of SEPTEMBER known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great
American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal
affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.


This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company: as surety: any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof: to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of surelyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company: to be valid and binding upon the Company with the same force and effect as though manually affixed.

## CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this
day of


## License Bond

KNOW ALL MEN BY THESE PRESENTS that we, Trail Creek Fund, LLC
and GREAT AMERICAN INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, as Surety, are held and firmly bound unto City of Ketchum as Obligee,
in the sum of Four Hundred Fifty Two Thousand Nine Hundred Twenty Eight Dollars and $00 / 100$
Dollars (\$452,928.00 $\qquad$ ), lawful money of the United States of America, to be paid unto the said Obligee or its successors; for which payment, well and truly to be made and done, we bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated June 14 , 2019.

WHEREAS, the said Principal now has or will be granted a license or permit to engage in the business of Site Improvements and backfilling to existing grades in conjunction with restoration plan with seeding and irrigation
in the city of Ketchum

NOW, THEREFORE, the condition of this obligation is such that if the said Principal shall faithfully comply with all laws, ordinances, rules and regulations pertaining to such License and Permit and shall indemnify and save harmless the Obligee from all loss or damage that the Obligee shall suffer by reason of the said Principal's failure to comply with said laws, ordinances, rules and regulations, then this obligation to be void; otherwise to remain in full force and effect.

PROVIDED, that the Surety may terminate its liability hereunder at any time by giving thirty (30) days written notice of such termination sent through the United States mail to the Obligee.

The term of this bond shall be from June 14, 2019 to June 14, 2020
but may be continued on a year to year basis by continuation certificate at the option of the Surety.
Trail Creek Fund, LLC


GREAT AMERICAN INSURANCE COMPANY

(SPACE ABOVE LINE FOR RECORDER'S USE)

## SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is dated for reference purposes this $24^{\text {th }}$ day of June, 2022, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum" or "City") and HARRIMAN HOTEL, LLC, an Idaho limited liability company ("Owner", and together with the City, the "Parties").

## BACKGROUND AND CONTEXT

A. Ketchum is a municipal corporation possessing all powers granted to municipalities under the applicable provisions of the Idaho Code, including the power to grant conditional use permits, approve planned unit developments, subdivide real property and the power to contract. A development agreement between the Parties is a collaboration that will provide mutual benefit for the Parties and residents of the City.
B. Owner owns the real property situated in the State of Idaho, County of Blaine, commonly known as 300 River Street East, Ketchum, Idaho and more particularly described as Lot 2, Block 83 of the City of Ketchum, according to the plat thereof on file in the office of the County Recorder of Blaine County, Idaho ("Property").
C. The Parties entered into an Amended and Restated Development Agreement, dated October 5, 2015 (the "Development Agreement") and recorded in the records of Blaine County, Idaho as Instrument No. 630816, as corrected and amended by Instruments recorded as Nos. 635897 and 652281, respectively under and by virtue of which Ketchum issued a Planned Unit Development Conditional Use Permit CUP 08-007 ("CUP"), Right of Way Encroachment Agreement ("Encroachment Agreement"), and Design Review Permit and Waterways Design River Permit DR 08-007 ("Design Review") with Owner to develop and operate a Hotel on the Property ("Project") and a building permit to construct certain Project improvements ("Building Permit" and together with the Development Agreement, CUP, Design Review, and Encroachment Agreement, the "Entitlements").
D. A dispute arose between the Parties regarding Owner's performance of its obligations under the Development Agreement resulting in Ketchum declaring a breach of the Development Agreement and revoking the Development Agreement and CUP. Owner disputed Ketchum's claims of breach, disputed Ketchum's attempt to collect on a bond for site restoration and has asserted contract and tort claims against Ketchum.
E. Owner has secured an investor for the Project, Harriman SV Properties, LLC ("Investor"), with closing and Project funding by Investor ("Investment") conditioned on Owner and Ketchum resolving their dispute and reinstating the Entitlements, as existed at time of the dispute. Such reinstatement to be considered for approval at a meeting of the City Council to be held on June 23, 2022.
F. Owner's securing of the Investment addresses the primary basis of Ketchum's alleged breach, and Ketchum finds it in the public interest to treat such as analogous to a delayed cure in order for more timely recommencement of development on the Property without the need to engage in time-consuming and costly expenditures on litigation reasonably anticipated with respect to either site restoration or the threatened claims by Owner.
G. So that Owner can complete the Investment and move forward with the Project, the Parties agree that it is in their respective best interests to resolve and settle their dispute and enable the Project to proceed by reinstating the Development Agreement, Encroachment Agreement, Design Review, and the CUP as provided herein.

## AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, agreements, terms and conditions set forth herein, the Parties agree as hereinafter provided.

1. Incorporation of Recitals. The Recitals set forth above are hereby incorporated into and made an integral part of this Agreement.
2. Reinstatement of Development Agreement and Entitlements. Ketchum covenants and agrees to and hereby does withdraw, cancel and rescind its notices of breach of the Development Agreement and cancellation of the Development Agreement, CUP, Design Review, and Encroachment Agreement and reinstates and reaffirms such for the Project are in effect and in good standing as if the notices of breach and cancellation were timely cured or had never been issued or asserted. The Parties understand and agree that the reinstatement herein does not constitute an amendment or modification of the Development Agreement, CUP, Design Review, or other Entitlements, with the sole exception of time limits being extended in a limited reasonable manner as if the intervening period of dispute were a force majeure type event. Owner understands that any revised plans will require applications to the City Planning \& Zoning Commission for any proposed changes, anticipated primarily to be architectural elevation material and building form changes to the building as originally approved and permitted including the expansion of the roof top observatory deck to permit additional seating of hotel guests and the public where food and beverage services will be offered and which will be reasonably reviewed and considered in good faith in accord with City Code and Idaho Code, and that no such amendments or approvals of revisions are committed to in this Agreement. To the extent there is any inconsistency between this Agreement and the Development Agreement, this Agreement shall govern.
3. Right to Develop. Subject to the requirements of this Agreement, the Owner and all future owners of some or all of the Property shall have the right to redevelop, construct,
improve and use the Property as a Hotel and for sale residences as described and defined in the CUP and Design Review, and in accord with the Development Agreement.

The performance timeline for the Project is as follows:

| Item No. | Estimated Date | Action |
| :---: | :---: | :---: |
| 1 | By June 30, 2022 | Closing of equity funding into escrow pending reinstatement of Development Agreement and Entitlements |
| 2 | June 23, 2022 | City Council approves Settlement Agreement and reinstatements; Parties execute Settlement Agreement no later than June 30, 2022. |
| 3 | By July 1, 2022 | Pre-application conference between Parties to discuss scope of any revised plans and need for subsequent applications, to be considered in process contemporaneously, including but not limited to any needed amendment of the Development Agreement CUP, and/or Design Review, amended or new building permits, design review modification, and/or subdivision. |
| 4 | By August 1, 2022 | Owner submission of complete applications as determined needed from Item 3. |
| 5 | Within 60 days of submitted applications being deemed complete. | City will conduct a public hearing or hearings as necessary under City Code and/or Idaho Code, and then thereafter in a reasonably timely manner proceed to deliberation and decision. |
| 6 | Within 6 months after City final approvals on Item 4 applications | Owner applies for a building permit under the 2018 building and energy codes as adopted by the City. |
| 7 | Within 20 days of a deemed complete building permit application | City will provide comments. |
| 8 | Within 20 days of City comments provided to Owner | Owner will submit revised plans. Subsequent City review comments and Owner responses/revisions will respectively occur within 10 days of the previous action. |
| 9 | Prior to issuance of a building permit | Owner to secure ITD encroachment permit for any improvements within the Highway 75 ITD right-ofway. |
| 10 | Within 7 days of finalization of comments and review on building permit application(s). | Issuance of building permit. |
| 11 | Later of May 1, 2023 or 5 months after Item 10 | Start of construction |
| 12 | Within 36 months after Item 11 | Complete construction and issue certificate of occupancy |

Time is of the essence. City shall be entitled to application but not impact fees based on current schedule but shall credit Owner with amounts of building impact and affordable in lieu housing fees paid to date of the reinstated application Development Agreement and Entitlements.
4. Condition to Obligations. The obligations of each of the Parties hereunder are expressly conditioned upon (i) Owner consummating the Investment in amounts and on substantially the terms and conditions set forth in that certain confidential Term Sheet, dated March 3, 2022, as modified and agreed by the parties thereto; (ii) Ketchum reinstating the Development Agreement and Entitlements as provided in Paragraph 2 on or before the date set forth in Paragraph 3; and (iii) the Ketchum Urban Renewal Agency (KURA), at its sole discretion, entering into an Owner Participation Agreement with Owner for reimbursement of certain costs substantially similar to those approved in the OPA dated February 21, 2017. The Parties understand that Ketchum has no authority or control over the KURA and the KURA's review and decision on any OPA application contemplated under Condition (iii) above. City agrees to reasonably cooperate with Owner in its efforts to obtain the Owner Participation Agreement.

Owner agrees as a condition of this Agreement that the proof of financing and financial capability to complete the project is a standing condition of this Settlement Agreement and of the underlying Development Agreement, and such condition will continue in force until substantial completion of construction.

Understanding that this Property serves as a gateway into Ketchum, Owner and City will also enter into a discussion of aesthetic improvements for the construction screening associated with the Project, and reasonably cooperate to agree upon an improved aesthetic design for screening to be installed by Owner within sixty days of this Agreement.
5. Owner Default and Reclamation of Site. Provided Ketchum is not in default of its obligations hereunder, if Owner defaults in performance of any of its obligations hereunder prior to commencement of construction and the default continues for 60 days after receipt by Owner of Ketchum's written notice of default, Owner agrees to reclaim the Property and restore it to the same or better condition as specified in the Reclamation Plan previously prepared, agreed to, and made a part of the Development Agreement . To secure Owner's obligation hereunder, Owner shall obtain for Ketchum's benefit an irrevocable stand-by letter of credit issued by a bank authorized to transact business in the state of Idaho in the amount of one hundred twenty-five percent of the estimated cost of reclamation or shall provide some other form of security reasonably acceptable to Ketchum. The security, in whatever form, may be requested by Owner for release, partially or in full, with approval by City, not to be unreasonably withheld, if justified by substantial progress toward completion of construction in accordance with the following schedule: one half upon completion of the foundation stem walls and one half upon completion of framing.
6. Settlement of Dispute. Effective as of the date the conditions described in Paragraph 4 are fulfilled, for valuable consideration, the receipt and sufficiency of which Owner and City acknowledge, Owner and City, jointly and severally, agree to and each does hereby release the other and their respective directors, officers, managers, members, shareholders,
agents, representatives, attorneys and employees from any and all claims, damages, costs, and causes of action either may have now or in the future arising directly or indirectly from the acts or omissions of the other through the date hereof, including the City declaring a breach of the Development Agreement and revoking the Development Agreement and CUP. The Parties acknowledge that the giving and receiving of the consideration called for herein and the execution of this Agreement are the result of compromise, that this Agreement is entered into in good faith, and that the execution of and performance of obligations under this Agreement shall not be considered or construed at any time for any purpose as, or evidence of, an admission of wrongdoing or liability by any Party.
7. Indemnification. Owner shall indemnify and hold City and its officers, members, agents, employees and representatives, harmless against and in respect of:
(i) all suits, actions, proceedings and investigations brought by any person (other than by, or at the behest of, City) which questions the validity or legality of this Agreement, the Development Agreement, or the Entitlements; and
(ii) any actions, judgments, costs and expenses (including without limitation reasonable attorneys' fees and costs and other expenses incurred in investigating, preparing or defending any litigation or proceeding, commenced or threatened) incident to any of the foregoing, or the enforcement of this Agreement.

City shall promptly notify Owner of the assertion by any third party of any claim with respect to which the indemnification set forth in this Agreement relates. Owner shall have the right at all times, upon notice to City, to undertake the defense of or, with the consent of City (which consent shall not be unreasonably withheld), to settle or compromise such claim, provided that Owner shall be responsible for all attorneys' fees and costs incurred before and after the decision to undertake such defense other than attorneys' fees and costs incurred by City after such decision as provided below. The election by Owner to undertake the defense of a third-party claim shall not preclude City from participating or continuing to participate in the defense, so long as it bears its own legal fees and costs for so doing.

City shall have no rights, hereunder or otherwise, to indemnification or contribution from Owner with respect to any nonfulfillment of any covenant or obligation of City based upon the Development Agreement or the Entitlements pertaining to the Project except as otherwise expressly provided for herein.

## 8. Miscellaneous Provisions.

a) Police Powers. Except as otherwise expressly provided herein, nothing contained herein is intended to limit the police powers of Ketchum or its discretion in review of subsequent applications regarding development of the Property. This Agreement shall not be construed to modify or waive any law, ordinance, rule, or regulation not expressly provided for herein, including, without limitation, applicable building codes, fire codes, Ketchum's Zoning Ordinance, Ketchum's Subdivision Ordinance, and Planned Unit Development requirements for the Property.
b) Amendment. This Agreement may be revised, amended, or canceled in whole or in part, only by means of a written instrument executed by both Parties and as evidenced by amended plats and development plans.
c) Specific Performance. In the event of a breach of this Agreement, in addition to all other remedies at law or in equity, this Agreement shall be enforceable by specific performance by either party hereto. All remedies shall be cumulative.
d) Attorney's Fees. In the event either party hereto is required to retain counsel to enforce a provision of this Agreement, or to recover damages resulting from a breach hereof, the prevailing party shall be entitled to recover from the other party all reasonable attorney's fees incurred, whether or not litigation is actually instituted or concluded.
e) Notices. All notices required or provided for under this Agreement shall be in writing and deemed delivered upon delivery in person or upon mailing by certified mail, return receipt requested, postage prepaid. However, the time period in which a response to such notice must be given shall commence to run from the date of receipt on the return receipt of the notice. Rejection or refusal to accept, or the inability to deliver because of a change of address of which no notice was given shall be deemed to be receipt of the notice.

Notices to City shall be addressed as follows:
City of Ketchum
Post Office Box 2315
Ketchum, ID 83340
Attn: Jade Riley, City Administrator
Telephone: 208.727-5084
Email: jriley@ketchumidaho.org
Notices given to Owner shall be addressed as follows:

Harriman Hotel, LLC<br>c/o Waypoint, LLC<br>Jack E. Bariteau, Jr. Its Managing Member<br>Post Office Box 84<br>Sun Valley, ID 83353<br>Telephone: 650.906-5636<br>Email: jack@waypointsunvalley.com

with a copy to:
Lawson Laski Clark, PLLC
675 Sun Valley Road, Suite A
Post Office Box 3310
Ketchum, Idaho 83340
Attn.: Edward A. Lawson
Telephone: 208.725-0055

## Email: eal(olawsonlaski.com

A party may change the address to which further notices are to be sent by notice in writing to the other party, and thereafter notices shall be addressed and transmitted to the new address.
f) Reliance by the Parties. This Agreement is intended by Owner to be considered by Ketchum as part of Owner's application for a modification of the existing design review approval and building permits for the Project, and such other applications as Owner may submit in connection with the Project. Owner acknowledges and intends the City to consider and rely upon this Agreement in its review and consideration of said applications.
g) Relationship of Parties. It is understood that the contractual relationship between Ketchum and Owner is such that neither party is the agent, partner, or joint venturer of the other party.
h) Successors and Assigns; Covenant Running With the Land. This Agreement shall inure to the benefit of City and Owner and their respective heirs, successors and assigns. This Agreement, including all covenants, terms, and conditions set forth herein, shall be and is hereby declared a covenant running with the land with regard to the Property or any portion thereof, and is binding on both Parties to this Agreement as well as their respective heirs, successors and assigns.
i) Recordation and Release. This Agreement shall be recorded with the Blaine County Recorder. City agrees to execute all appropriate documentation to cause the encumbrance of this Agreement to be terminated in the event of termination.
j) No Waiver. In the event that City or Owner, or its successors and assigns, do not strictly comply with any of the obligations and duties set forth herein, thereby causing a default under this Agreement, any forbearance of any kind that may be granted or allowed by Owner, City, or their successors and assigns, to the other party under this Agreement shall not in any manner be deemed or construed as waiving or surrendering any of the conditions or covenants of this Agreement with regard to any subsequent default or breach.
k) Partial Invalidity. In the event any portion of this Agreement, or part hereof, shall be determined by any court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions of this Agreement, or parts hereof, shall remain in full force and effect and shall in no way be affected, impaired or invalidated, it being understood that such remaining provisions shall be construed in a manner most closely approximating the intention of the parties with respect to the invalid, void, or unenforceable provision or part hereof.

1) Entire Agreement. This Agreement constitutes the full and complete agreement and understanding between the parties hereto. Excluding formal conditions placed upon the design review approval, subsequent plat approvals or other matters related to the public process, no representations or warranties made by either party shall be binding unless contained in this Agreement or subsequent written amendments hereto.
m) Exhibits. All exhibits referred to herein are incorporated in this Agreement by reference, whether or not actually attached.
n) Authority. Each of the persons executing this Agreement represents and warrants that he or she has the lawful authority and authorization to execute this Agreement, as well as all deeds, easements, liens and other documents required hereunder, for and on behalf of the entity executing this Agreement.
o) Recitals. The Recitals are incorporated herein and made a part of this Agreement by this reference.
p) Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Idaho, which shall be the sole jurisdiction and venue for any action which may be brought by either party with respect to this Agreement or the subject matter hereof.

> [end of text - signatures appear on following page]

## SIGNATURE PAGE

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

Harriman Hotel, LLC, an Idaho limited liability company

By: Waypoint, LLC, an Idaho limited


Jack E. Bariteau, Jr., Managind Member
City of Ketchum, Idaho, a municipal corporation


Neil Bradshaw, Mayor

## ACKNOWLEDGMENTS

## STATE OF IDAHO )

)ss.
County of Blaine )
Subscribed and sworn before me on this $23^{\text {rd }}$ day of Juxe , 2022, before me a Notary Public in and for said State, personally appeared NEIL BRADSHAW, known to me to be the Mayor of the CITY OF KETCHUM, IDAHO and the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of the City Of Ketchum, Idaho.

IN WITNESS WHEREOF, I have heneunsing Mnd dad and seal the day and year first written above.


STATE OF IDAHO )
)ss.
County of Blaine )
Subscribed and sworn before me on this $23^{\circ}$ day of lerre , 2022, before me a Notary Public in and for said State, personally appeared JACK E. BARITEAU, JR. known or identified to me to be the Managing Member of WAYPOINT, LLC the Managing Member of HARRIMAN HOTEL, LLC, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liapidity company executed the same.

IN WITNESS WHEREOES Isfave heireulpa'set ny hand and seal the day and year first written above.


## DIMENSIONAL STANDARDS ANALYSIS

Per the Amended and Restated Development Agreement, the Appellation Hotel development is subject to the zoning requirements in effect at the time of the original PUD/CUP approval in 2008 (File No 08-007). Additionally, waivers for certain dimensional standards approved as part of the 2008 PUD/CUP approval are still in effect. Below is an overview of all dimensional limitations as approved in the Findings of Fact for the 2008 PUD/CUP (Attachment G) and the proposed dimensional standards for the proposed Appellation Hotel development.

| Setbacks | Required | Waiver Granted | Proposed* | Conformance |
| :---: | :---: | :---: | :---: | :---: |
| Front (River St) | 15 feet min | 3 ft | 3 ft to the columns with 7 ft to the façade wall | YES |
| Rear | 1 ft for every 3 ft of building height, but no less than 10 ft | 9ft | 9 ft | YES |
| Side (Leadville Ave) | 1 ft for every 3 ft of building height, but no less than 5 ft | 0 ft | 5 ft | YES |
| Side (Hwy 75/Main St) | 25 ft where the right-of-way for Hwy 75 is 80 ft | 11 ft to columns <br> 15 ft to walls <br> 41 ft from edge of Hwy to building facade | 11 ft to columns** <br> 12 ft to walls <br> 23 ft from edge of Hwy to building facade | YES |
| Riparian (Trail Creek) | 25 ft | No waiver | 25 ft | YES |

*All Setbacks are shown on Sheet L1.1 of Attachment B.
** Setbacks are measured to the property line from the point of the building that is closest. The closest point of the building to the property line is the southwest corner at 11 feet which meets the variance granted of 11 feet along Hwy 75 .

| Building Height | Required | Waiver Granted | Proposed* | Conformance |
| ---: | :--- | :--- | :--- | :--- |
| River Street - top <br> of roof | 35 foot maximum | 58 ft | All roof projections are below the 58 ft <br> roof-plane. The total building height on <br> River Street is approximately 54 ft. <br> other roof features extend <br> above 58 ft as shown on <br> Sheet A1-5 dated <br> $5 / 1 / 2008$ | Elevator housing and other mechanical <br> features do not exceed the height of <br> the observatory level as previously <br> approved. |
| River Street -top <br> of observatory | 35 foot maximum | 75 ft | 75 ft | YES |
| Trail Creek | 35 foot maximum | 58 ft | Approximately 52 feet from finished <br> grade to top of roof. | YES |

*Building Height Calculations are shown on Sheets A3.02 and A3.04 of Attachment B.

| Floor Area Ratio (FAR) | Required | Waiver Granted | Proposed* | Conformance |
| :---: | :---: | :---: | :---: | :---: |
|  | 0.5 max | 2.4 FAR | Level P2/P3 (parking level 2) - 26,165 SF <br> Level P1 (parking level 1)- 25,934 SF <br> Level 0 (lower level) - 21,963 SF <br> Level 1 (ground level) - 20,403 SF <br> Level 2 (second level) - 20,093 SF <br> Level 3 (third level) - 18,709 SF <br> Level 4 (fourth level) - 13,677 SF <br> Level 5 (fifth level) - 876 SF <br> Total Gross Floor Area: 147,820 SF <br> For purposes of calculating FAR, the two levels of underground parking (Levels $2 / 3$ and 1 ) are not included. <br> Total Floor Area for FAR calculation purposes is 95,721 which includes levels 0-5. <br> Total Site Area: <br> 40,631 SF <br> Total FAR: $95,721 / 40,631=2.4$ | YES |

*Floor Area Calculations are shown on Sheet A. 00 of Attachment B.

| Open Site Area | Required | Waiver Granted | Proposed* | Conformance |
| :--- | :--- | :--- | :--- | :--- |
|  | $35 \%$ with 5\% <br> allowance for <br> private decks <br> and patios (Net <br> $30 \%)$ | No waiver | $39.4 \%$ including outdoor pool and spa | YES |

*Open Site Area as shown on Sheet A. 01 in Attachment B.

| Curb Cut | Required | Waiver Granted | Proposed* | Conformance |
| ---: | :--- | :--- | :--- | :--- |
| River Street | $35 \%$ max | No waiver | $29 \%$ | YES |
| Leadville Ave | $35 \%$ max | No waiver | $30 \%$ | YES |

*As shown on Sheets C1.0 and C1.1 in Attachment B.

| Parking Requirement Per Use | SF of Use* | \# Spaces Required | Proposed* | Conformance |
| :---: | :---: | :---: | :---: | :---: |
| Hotel (. 66 spaces per room) | 73 rooms | 48 | 105 Spaces proposed on Levels P1 and P2/3 and 4 on-street parking spaces <br> Total: 109 <br> 5 - ADA <br> 1 - compact <br> 86 - stackers <br> 17 - standard | YES |
| Condominiums (1 space per 1,500 net sq ft ) | 25,604 SF | 17 |  |  |
| +Residential guest space (1 guest space for every 4 units) | 12 condominiums | 3 |  |  |
| Conference facility (1 space per 200 sq ft seating area) | 3,715 SF | 19 |  |  |
| Retail/spa/office (1 space per 600 sq ft net floor area) | 4,874 SF (includes <br> 1,000 SF of retail and no office) | 8 |  |  |
| Restaurant (1 space per 200 sq ft seating area) | 2,668 SF | 13 |  |  |
| TOTAL REQ SPACES |  | 108 |  |  |

*Square footages of each use as shown on Sheets A2.0C-A2.05 in Attachment B.

## APPELLATION HOTEL <br> ANALYSIS FOR CONFORMANCE WITH PUD/CUP (File No. CUP 08-007)

The following review is an evaluation of the current application and whether the proposed project is in conformance with the reinstated PUD/CUP approval as documented in the City Council Findings of Fact, Conclusions of Law, and Decision dated October 6, 2008 (referred to as "Findings"). Please see Attachment $G$ for the Findings. Based on said Findings, a project may be found in conformance with the PUD/CUP provided the following are demonstrated:

1. The proposed project meets the definition of "Hotel" in place at the time of the 2008 approval.
2. The proposed project provides, at a minimum, a total of 73 guestrooms or "hot beds" and six condominium units meeting the occupancy parameters of the hotel definition.
3. The total Gross Floor Area for the project does not exceed 149,325 SF.
4. Adequate parking for all proposed uses, per the ratios outlined in Table 4 of the Findings, can be provided on-site meeting all design and dimensional requirements in place at the time of the 2008 approval.
5. The proposed project must meet all dimensional standard waivers granted as outlined in Table 3 of the Findings.
6. The proposed project must demonstrate conformance with all 18 conditions of approval as outlined in the Findings.
7. The proposed project demonstrates that all special development objectives outlined in Table 10 of the Findings are still met.

Below is a review of each item listed above and how the proposed development meets the requirements of PUD/CUP approval (CUP 08-007)

## Criteria \#1: Definition of Hotel

The definition of "Hotel" at the time of the PUD/CUP approval is as follows:
"Hotel: A building designed and used for overnight occupancy by the general public on a short term basis for a fee. Hotels shall include adequate 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 18 hours per day, and adequate on site recreational facilities. Unless otherwise approved by the City Council, occupancy periods of a hotel, or unit thereof, by any one person or entity with an ownership interest in the hotel, or unit thereof, shall not exceed 30 consecutive days or exceed 90 days within any calendar year, regardless of the form of ownership. A hotel room which includes cooking facilities shall not be considered a dwelling for the purposes of density, area and bulk regulations of this title and other land use regulations. For the purposes of granting height and density bonuses, a hotel building may contain other residential uses not used in connection with the hotel operation, so long as the total gross square footage of the hotel rooms, associated common areas, and other hotel uses outlined above comprises 75 percent or more of the entire
project's gross square footage. Parking which meets the definition of "gross floor area" shall not be counted toward the 75 percent calculation."

At the time of the 2008 approval, the City Council determined the condominium units were considered "cold beds" and could be counted as either hotel rooms or individual residential units. Section 3 of the Amended and Restated Development Agreement dated October 5, 2015, outlines that units 1 through 6 on the fourth floor, and any storage, parking, or limited common area associate with the units may be used as either private residential units or as a "hotel". It was discussed at the time that although these units were private residential units, they would be made available to the hotel as part of the hotel guestroom offerings. There were no requirements as to a minimum number of nights or total nights per year that the units had to be contributed to the hotel offerings but there was some presumption that many, if not all, of the units would be contributed to the hotel offerings at some point each year in a way that provided an economic benefit to the community.

As the condominium units could be used as either hotel rooms ("hot beds") or condos ("cold beds"), the square footage of the condominium units was included in the total hotel square footage for the project. In addition, the total square footage of residential condominium space could not exceed $25 \%$ of the total hotel square footage plus residential condominium square footage. Table 2 of the PUD/CUP Findings outlined the 2008 project's conformance with the Hotel definition based on square footage of uses at the time. The table below is an expanded version of Table 2 which includes a comparison of the 2008 PUD/CUP approval and the current application:

| HOTEL CONFIGURATION | 2008 PUD/CUP Approval | Current Application |
| :---: | :---: | :---: |
| Guest Rooms | 73 rooms | 73 rooms |
| SqFt | 45,844 SF | 32,148 SF |
| Dedicated Units / Condo Units | 6 units | 12 units (6 with lock-offs) |
| SqFt | 11,770 | 25,604 SF |
| Hotel Key Count | 79 keys | 79 keys |
| Hotel Bed Count | 82 beds | 82 beds |
| BOH, Circ. Support |  |  |
| and Interior Public Areas (SqFt) | 25,626 SF | 28,980 SF* |
|  |  |  |
| TTL HOTEL SqFt | 83,240 SF | 86,732 SF |
|  |  |  |
| RESIDENTIAL CONFIGURATION |  |  |
| Residential Condominiums (NonHotel Residential/"cold beds") | 14,260 SF | 25,604 SF |
| Less 17\% Circulation | $(2,424)$ SF | n/a - number above is net SF |
| Net Residential SF | 11,700 SF | 25,604 SF |
|  |  |  |
| Permitted Non-Hotel Residential (Hotel Sq Ft./0.75 - Hotel Sq Ft) | 27,747 SF | 28,911 SF |
|  |  |  |

**During staff review of the 2008 approvals, it was difficult to determine what was included in the "BOH, Circ. Support and Interior Public Areas (SqFt)". Detailed square footage of each individual use was not included in the approved plan set nor was it outlined in the Findings of Fact for the PUD/CUP approval. Based on the definition of "Hotel" and proposed uses for the current application, staff made a determination of what square footage was considered "associated common areas and other hotels uses" as outlined in the definition of "Hotel". In general, staff determined that all square footages allocated to restaurant/dining, lobby, kitchen, meeting space, spa/fitness, hotel offices, and back of house operations could be counted. Staff also determined that limited amount of circulation space generally accessible by all guests could be included. Square footage for parking, circulation, and mechanical spaces were generally not included. Table 2.1.R1 of the applicant memorandum from Hornberger-Worstell in Attachment $A$ is a table outlining all square footages of the proposed project and what is counted towards the total hotel square footage as requested by staff.

## Rental of Condominium Units

In the evaluation of the current application, staff wanted to ensure that the condominium units and ownership structure proposed today provide the same potential benefit to the city as the units proposed with the original approval. As mentioned above, there were no requirements as to a minimum number of nights or total nights per year that the units had to be contributed to the hotel offerings but there was some presumption that many, if not all, of the condominium units would be contributed to the hotel offerings at some point each year in a way that provided an economic benefit to the community. In properties like these, a program is created that residential condominium owners can voluntarily participate in. The program establishes an agreement between the hotel and the property owner to rent the condominium unit through the hotel's reservation system. The hotel manages bookings, renter relations, cleaning and maintenance for a percent of the rental revenue and the property owner has a way to generate revenue when the unit is not being used. When the condominium unit is rented through the hotel program, it is taxed the same as a standard guestroom in a hotel. To calibrate whether this model of hotel/condo ownership still functions the same today, staff requested two additional pieces of information from the applicant:

- Case study of other similar hotel/condo ownership structures in operation today, and the participation rates of condominium owners (LW Hospitality Advisors memo in Attachment A)
- Overview of how the future hotel operator will encourage private owner participation in renting the condo unit as part of the hotel offerings (Appellation Hotel memo in Attachment A)

Based on the information provided, it appears the hotel/ownership structure proposed today is still a viable model and has the potential to contribute additional lodging tax revenue to the City of Ketchum above and beyond that of the lodging tax from the 73 guestrooms. As noted in the memo from LW Hospitality Advisors, of the eight properties reviewed, seven have a participation rate of more than 50\%. The Appellation Hotel memo provides an overview of how the program for the Appellation hotel would be implemented. There is a similar model being implemented at the Limelight Hotel with approximately 50\% participation. Staff believes the proposed hotel/condominium structure to be like the assumed structure in the 2008 approval and believes the current proposal meets the intent of the original approval.

The draft development agreement amendment included in Attachment $P$ includes language that memorializes the assumptions made in regard to the condominium units and ensures that all future hotel operators comply with the proposed rental program unless otherwise approved by the city.

## Criteria \#2: Number of Rooms

As shown in the project plans in Attachment B and noted in supplemental application materials in Attachment A, the current application includes a total of 73 hotel guestrooms or "hot beds". The current application also includes 12 residential condominiums, six of which have lock-offs. Therefore, the proposed project is providing the negotiated number of rooms and is exceeding the number of condominium units included in the original approval and is in conformance with this requirement.

## Criteria \#3: Gross Floor Area

Table 1 in the Findings outline that the 2008 approved project had a total gross floor area of 149,325 square feet. This number includes the two levels of underground parking proposed for the project. As shown on Sheet A. 00 of Attachment B, the currently proposed development has a total gross floor area of 147,820 square feet. Therefore, the proposed project is not exceeding the approved gross floor area and is in conformance with this requirement.

## Criteria \#4: Parking

As outlined in the review of conformance with Zoning requirements in Attachment $M$, the proposed development would require 108 parking spaces to service the proposed uses and square footage of those uses. As shown on Sheets A2.0C and A2.0B in Attachment B, the development proposes a total of 105 on-site parking spaces. The remaining four parking spaces on provided along River Street as shown on Sheet C1.0 Therefore, the proposed project is providing the number of required parking spaces to meet parking requirements and is in conformance with this requirement.

## Criteria \#5: Conformance with Dimensional Standards

As outlined in the review of conformance with Zoning requirements in Attachment M , the proposed project meets all dimensional standards and corresponding waiver of standards as approved by the 2008 PUD. No additional waivers to setbacks, building height, or floor area ratio are being requested with the current application. Therefore, the proposed project is in conformance with this requirement.

## Criteria \#6: Conditions of Approval

The PUD Findings approved on October 6, 2008, outlined 18 conditions of approval that were to be met by the project. Below is an overview of each condition and how the current application meets the conditions of approval.

1. Condition: A construction staging and mitigation plan, including at a minimum provisions for off-site employee parking, off-site storage of bulk materials, and required right-of-way encroachments during construction, shall be submitted and approved by the City Council within 8 months from date of final PUD approval. This plan shall be an exhibit to an amendment to the PUD agreement and recorded prior to issuance of a building permit.
a. Conformance: A construction mitigation plan was approved by City Council for the previous project in 2016. For the current application, a construction staging and mitigation plan will be required for the proposed project. The draft Development Agreement in Attachment $P$ requires the construction mitigation plan be submitted with the building permit application. The plan will be required to include all items
listed in the condition of approval and is subject to the approval by the city. This condition remains in effect and will be met per the terms of the Settlement Agreement and amended Development Agreement.
2. Condition: The applicant shall contribute a pro rata share based on total linear feet to the underground relocation of overhead utility lines in the vicinity of the project. The pro rata share shall be based on the frontage of the subject prope1iy along Main Street, Leadville Avenue, and River Street. The applicant agrees to collaborate with the city and with Idaho Power on the timing and the budget for undergrounding, and these items will be incorporated into the Development Agreement, with a specific payment solution brought back to the City Council prior to construction.
a. Conformance: The undergrounding of power lines was completed in 2019 at the expense of the applicant. Based on review of the Findings, meeting minutes, and staff reports for the original approval, the pro rata share was estimated at $\$ 250,000$. As shown in Attachment A, the applicant paid a total of $\$ 800,000$ to underground the powerlines for the project. This condition has been met.
3. Condition: The proposed encroachments into the public street rights-of-way shall be allowed up to but not exceeding the widths presented on Sheet C3 dated April 8, 2008.
a. Conformance: As noted in the staff report, some changes to right-of-way improvements are being proposed as shown in Attachment B, however the revisions do not exceed the widths approved in the original 2008 approval. Final review of all right-of-way improvements will be reviewed and approved by the City Engineer prior to building permit issuance and an amendment to the approved Encroachment Agreement. This condition remains in effect and is being met with the current application.
4. Condition: Sidewalks shall be a minimum width of: 6 feet on Main Street, as shown on Sheet C3 dated April 8, 2008, but not less than 5 feet on River Street, 5 feet on Leadville Avenue
a. Conformance: As shown on Sheet C1.0 in Attachment B, there is a 5-foot sidewalk on Leadville Ave, a 5-foot sidewalk on River St, and an 8-foot sidewalk on Main Street that tapers to 6 feet toward the southern end of the property. As proposed, the current application meets this condition.
5. Condition: Right-of-way encroachments including retaining walls and landscape beds, and curbline alignment, slope and drainage, and ADA design issues shall be resolved to the satisfaction of the City Engineer and ITD prior to the issuance of a building permit. Final designs shall be approved by the City Council upon recommendation by the P\&Z Commission. Encroachment permits and/or licenses shall be obtained from the City as required.
a. Conformance: This condition remains in full effect and is being carried out through the Design Review amendment and Development Agreement amendment process. Attachment B includes landscape and civil plans showing the locations of all proposed right-of-way encroachments. Through the design review process, the Commission will provide feedback on revisions to approved right of way encroachments for consideration by the City Council. As required by the draft Development Agreement amendment, the ITD encroachment permit is required to be obtained prior to building permit issuance. All final right-of-way encroachments will be reviewed and approved by the City Engineer prior to issuance of a building permit as required.
6. Condition: The heated asphalt shall be extended to include the entire River Street/Leadville Avenue intersection and shall be extended to the south on Leadville Avenue as required to
accommodate drainage and vehicular traction. This and related drainage issues shall be resolved to the satisfaction of the City Engineer and City Street Superintendent.
a. Conformance: Sheets C1.0 through C1.2 and L1.0 through L4.0 of Attachment B show the proposed right-of-way improvements for the current application. The City Engineer and Streets department are in review of the proposed grading, drainage, and snow melt improvements and will provide comments to the applicant outlining necessary revisions. All final right-of-way improvements will be reviewed and approved prior to issuance of a building permit per Section 8 of the Amended and Restated Development Agreement dated October 5, 2015.
7. Condition: All water, sewer and other utility main lines, service lines, manholes and fire hydrants shall be maintained or improved as required by the Ketchum Water and Sewer Department.
a. Conformance: This condition remains in full effect. Some utility work has been completed by the applicant as part of previous construction activities. Sheet C1.0 of Attachment B show existing and proposed locations of all utilities, water and sewer service and main lines, and hydrant locations for the project. Final review of all items will be conducted by the city engineer, water and sewer department, and fire department prior to building permit issuance.
8. Condition: The proposed development shall be completed as set forth in the design review and CUP approvals and the Planned Unit Development agreement. The PUD Development Agreement shall include, but not be limited to, provisions for the following: • Community/workforce housing-as required in condition \#9, below. • Contribution to underground relocation of overhead utility lines. - Public pedestrian amenities to be included within adjacent street rights-of-way. • Development of a Construction Mitigation Plan • Minimum access for the public to the observatory.
a. Conformance: This condition remains in full effect. The Amended and Restated Development Agreement dated October 5, 2015, includes provisions for all of the items listed above. The draft amendment included in Attachment $P$ does not remove any of those provisions and continues to enforce all the requirements as outlined in this condition of approval.
9. Condition: The applicant shall provide a detailed Employee Housing Plan, which provides for housing for 18 employees on a site acceptable to the Ketchum City Council, and within Ketchum City limits. The following elements shall be required in the Employee Housing Plan: a) Provide salary/hourly wages (2008 dollars) for the various income categories of employees. b) The expected number of each level of employee that is intended to be served by the employee housing units. c) Which employee category will be served by which type/size of units. d) Provide information on anticipated rental rates (in 2008 dollars) or subsidized and/or free rent to employees; will utilities and homeowners dues (if any) be included in proposed rates. e) Establishment of maximum occupancy per unit type (i.e. 1 person per 1 bedroom unit; 2 persons per 2 bedroom 1mits). f) Location of units to be within Ketchum City limits. Hotel Ketchum PUD CUP Application Findings of Fact, Conclusions of Law and Decision, City Council 09-15-08 Page 34 g ) Provide a matrix on breakdowns of the different types of units (IBD; square footage; total number of units; anticipated rent, etc.) h) Create a priority for occupancy program of these units; (i.e. first availability employees that are full-time, secondly to seasonal employees, and third to persons that are verified to be working in the City of Ketchum. i) What units will be available and how will the pool of units available be determined. j) What minimum standards will be used to determine employee eligibility to live
in the employee housing; is full-time status required for employees to qualify for the employee housing and what constitutes full-time status. k) How will overflow of demand of 1111its by employees be handled; will there be a priority system. 1) Provide information on housing families (with children) and/or married couples. The proposed Employee Housing shall meet minimum size thresholds and income categories established by BCHA. The following information shall be provided to the City: 1) Wage/salary range and a breakdown the number of employees within the aforementioned classifications 2) Information on type of housing provided per employee classification 3) Costs incurred in rent (and utilities) and transportation/parking by employees o Details on anticipated lease terms/rental agreements for employees housed on-site 4) Anticipated transport and parking scenarios for both on-site and commuting employees. The Employee Housing Plan shall be submitted and approved by the City Council prior to issuance of a building permit. This plan shall be an exhibit to an amendment to the PUD agreement and recorded prior to issuance of a building permit. All of the required Employee Housing shall be available prior to the issuance of any Certificates of Occupancy for the Hotel, or any other uses in the hotel.
a. Conformance: This condition remains in full effect. The applicant has provided an updated employee housing plan with updated employment and salary projections included in Attachment C. The City reviewed and approved an employee housing plan in 2016, and a revision in 2018, permitting the construction of the required employee housing units at an off-site location within Ketchum at $391 \mathrm{~N} 4^{\text {th }}$ Ave. The employee housing units are currently under construction and are expected to be completed in Spring 2023. Per the condition of approval, the employee housing units will be available prior to issuance of a certificate of occupancy for the hotel. Staff will continue to work with the applicant on the other provisions of this condition to be resolved prior to building permit issuance for the hotel.
10. Condition: A privacy wall or landscaping buffer shall be developed as a buffer for the 200 South Leadville Townhomes.
a. Conformance: The applicant is working with the adjacent property owners of the 200 S Leadville Townhomes to determine the type of landscape buffer to be installed. The condition of approval did not have a timeframe associated with compliance of the condition. The draft development agreement amendment adds a section to the agreement that requires resolution of this condition prior to the issuance of a building permit for the hotel project. As required by the development agreement amendment, this condition will be met.
11. Condition: Operational hours for the observatory shall be developed that provides for access for the public, schools and other interest groups.
a. Conformance: This condition remains in full effect. The Amended and Restated Development Agreement dated October 5, 2015, requires that the applicant shall develop the hours of operation and present a proposal to City Council for approval prior to certificate of occupancy.
12. Condition: This PUD CUP approval is contingent upon the approval of the Design Review/Waterways Design Review application.
a. Conformance: This condition remains in full effect. The applicant has applied to amend the Design Review approval for the hotel project per the terms of the Settlement Agreement. That application is under review by the Commission. No revisions to the approved Waterways Design review approval are being requested.
13. Condition: This PUD CUP shall be valid for a period of two (2) years from the date of approval of Findings of Fact, Conclusions of Law and Decision by the City Council. An application for building permit shall be submitted within 2 years, unless extended by the City Council upon written request by the applicant.
a. Conformance: Since the original approval in 2008, multiple extensions have been granted through amendments to the original development agreement. In July 2022, the City Council reinstated the expired approvals subject to a new construction and completion schedule outlined in the Settlement Agreement. The draft development agreement in Attachment $P$ reflects the agreed upon construction and completion schedule in the Settlement Agreement. If the revised Design Review application and development agreement amendment are approved by the Commission and the City Council, the timelines reflected in Attachment $P$ will be the new requirements for construction and completion.
14. Condition: The setback for the southernmost penthouse condominium unit adjacent to Leadville Avenue shall be increased to ten feet (10') either by reducing overhangs or other means.
a. Conformance: As shown on Sheet A2.06 in Attachment B, the penthouse on the fourth floor is set back 10 feet from the property line along $N$ Leadville Ave. This condition has been met.
15. Condition: Prior to issuance of any building permits, a plan shall be brought back to the City Council showing a third lane (through lane) instead of a dedicated right tum lane on Highway 75/Main Street, including consultation with the Idaho Transportation Department.
a. Conformance: Sheets C1.0 and C1.1 of Attachment B show the current Hwy 75/Main Street land configuration as jointly coordinated by the City of Ketchum and the Idaho Transportation Department. This configuration includes one left turn lane, one through lane, one bike lane, and a sidewalk adjacent to the proposed project. This configuration will be reviewed by City Council during review and approval of the amended Right-of-Way Encroachment Agreement for the proposed project.
16. Condition: A PUD-Conditional Use Permit shall be issued in writing. The issuance thereof shall not be considered a binding precedent for the issuance of other conditional use permits. A conditional use permit is not transferable from one parcel of land to another.
a. Conformance: The Findings of Fact, Conclusions of Law, and Decision for the PUD/CUP were approved and signed on October 5, 2015, by the City Council. The signed findings constitute the written permit of approval. This condition has been met.
17. Condition: Failure to comply with any condition or term of said permit shall cause said permit to be void ab initio. A PUD - Conditional Use Permit may be revoked at any time for violation of the permit or any condition thereof by motion of the City Council after a due process hearing upon ten (10) days written notice to the holder of the PUD - Conditional Use Permit.
a. Conformance: This condition remains in full effect. As noted in this document, staff believes the current application meets or will meet all conditions of approval of the PUD/CUP.
18. Condition: All projects receiving a PUD - Conditional Use Permit, as a condition of said permit, shall be required to submit and receive design review approval for each structure to be constructed within the project prior to making application for a building permit irrespective of what zoning district or districts within which the project is located.
a. Conformance: As noted above, the 2008 Design Review approval was reinstated in July 2022. The applicant has applied for an amendment to the 2008 Design Review approval that is currently under review by the Commission.

## Criteria \#7: Special Development Objectives

The Findings for the 2008 PUD/CUP outline eight special development objectives of the project that were noted as public benefits to justify the granting of the PUD/CUP. As noted in Table 10 of the Findings, those special objectives include:

- 4-star hotel of 73 "hot beds"
- Conference Space (seating for 290)
- Employee Housing for 18 employees
- Contribution of $\$ 250,000$ towards the undergrounding of overhead power lines
- Restoration of Trail Creek riparian setback, provision of overlook and trail to creek
- Functional Observatory - open to public
- Reutilization of Materials and/or photo gallery of historic Trail Creek Village
- Pedestrian improvements to public right-of-way to create Gateway Plaza

As outlined in the staff report and shown in Attachments A, B, and C, all special objectives identified in the PUD/CUP are still being provided with the current application. Staff has provided some comments related to the design of the Gateway Plaza in the design review analysis, however, the plaza is still present in the design and can achieve the intended purpose of the PUD/CUP approval with some design changes.

## APPELLATION HOTEL DESIGN REVIEW CRITERIA ANALYSIS

Per the Amended and Restated Development Agreement, the Appellation Hotel development is subject to the zoning requirements in effect at the time of the original PUD/CUP approval in 2008 (File No 08-007). What this means is that the proposed Appellation Hotel development is to be evaluated under the 2008 design review standards, not the design review criteria in effect today. Below is an overview of all 2008 design review criteria and standards for the currently proposed Appellation Hotel. Each standard will outline any changes proposed and how the changes compare to the approved Design Review application from 2008 (DR08-007). Please see Attachment F for the Findings of Fact, Conclusions of Law, and Decision of the 2008 design review approval.

There are 8 categories of criteria for Design Review as follows:

- Site Design
- Compatibility
- Architectural Quality
- Circulation Design
- Landscape Quality
- Energy Design
- Public Amenities
- Green Building

As the subject property is adjacent to Trail Creek, the proposed development is also subject to a Waterways Design Review. No changes are being proposed to the approved Waterways Design Review approval from 2008 therefore no additional analysis is being provided at this time. All conditions of approval in the Waterways Design Review approval will remain in full effect.

| Criteria \#1 - SITE DESIGN | Conformance |
| :--- | :--- |
| The site's significant natural features such as hillsides, mature trees and <br> landscaping shall be preserved. Cuts and fills shall be minimized and shall <br> be concealed with landscaping, revegetation and/or natural stone material. |  |

Analysis: The 2008 Findings noted that the original development was in conformance with this standard because of the preservation of existing healthy trees, planting of new trees and proposed riparian restoration, and screening of the proposed retaining walls throughout the development with stone materials that matched that of the principal building and additional landscaping. The initial tree assessment identified that of the 83 existing trees on site, 18 trees were to be preserved and two were to be transplanted. The original development proposed 46 new trees and 118 new shrubs to be planted, which included the 5 new trees and 28 new shrubs proposed in the riparian restoration plan along Trail Creek.

The current application includes a revised landscape plan reflecting a revised planting plan, revised plaza area adjacent to the riparian area, and revised retaining walls proposed along Hwy 75 and Leadville Ave. The application proposes 42 new trees, 91 new shrubs, and 120 ornamental grasses which includes the 5 new trees and 28 shrubs proposed for the riparian restoration. No changes to the approved riparian restoration plan are being requested.

Prior to start of construction in 2016, the buildings commonly known as Trail Creek Village were demolished along with the removal of the trees designated for removal in the tree assessment. The trees slated for preservation still exist on the property today and will continue to be preserved as part of the proposed project.

Staff has expressed concerns related to the reduced landscaping and wrapping of retaining walls in the project. Staff believes that if the project is found to be in conformance with the landscape design criteria and architectural criteria, this criteria will also be met.

| Criteria \#2 - COMPATIBILITY | Conformance |
| :--- | :--- |
| The structure shall be compatible with the townscape and surrounding <br> neighborhoods with respect to height, bulk, setbacks and relationship to the <br> street. | NO |

Analysis: Please see staff report dated December 7, 2022.

| Criteria \#3 - COMPATIBILITY | Conformance |
| :--- | :--- |
| The project's materials, colors and signing shall be compatible with the <br> townscape, surrounding neighborhoods and adjoining structures. | NO |

Analysis: Please see staff report dated December 7, 2022.

| Criteria \#4 - COMPATIBILITY | Conformance |
| :--- | :--- |
| Consideration shall be given to significant view corridors from surrounding <br> properties. | YES |

Analysis: The most significant view corridor that warrants consideration is the view of Baldy from surrounding properties to the south and east. In the initial analysis, the commission evaluated the height of a building that was permitted by right ( 44 ft ) and compared the 58 feet that was proposed. In this consideration, the commission determined that the proposed 58-foot-tall building would not obstruct the views of Baldy any more than a 44 -foot building and that no further mitigation was required.

No changes to the approved building height of the main structure or the observatory is being requested with the current application therefore the current application meets this standard.

| Criteria \#5 - COMPATIBILITY | Conformance |
| :--- | :--- |
| Preservation of significant landmarks shall be encouraged and protected, <br> where applicable. A significant landmark is one which gives historical <br> and/or cultural importance to the neighborhood and/or community. |  |

Analysis: The subject property is now vacant, having demolished the Trail Creek Village structures in 2016. Per condition of approval 12 outlined in the Findings "Photographs of the existing buildings shall be retained and displayed in a publicly accessible location with the hotel. The current development will uphold this commitment to the community by memorializing the Trail Creek Village history in an art installation in the main lobby of the hotel.

As no changes to the application commitment are being requested, staff believes the current application meets this criterion.

| Criteria \#6 - ARCHITECTURAL QUALITY | Conformance |
| :--- | :--- |
| Consideration shall be given to natural light reaching public streets, <br> sidewalks and open spaces. | YES |

Analysis: A solar study was prepared and reviewed as part of the 2008 approval. The current application does not request changes in building height, setbacks, roof forms, or overall building configuration that would alter the conclusions of the initial solar study. The solar study found that the sidewalk area on the corner of Main Street and River Street would remain in the sun throughout the day, even during the winter. The hotel's courtyard would receive sun most of the year except for afternoon hours in autumn, winter, and spring.

As no changes are being proposed, staff believes the current application meets this criterion.

| Criteria \#7 - ARCHITECTURAL QUALITY | Conformance |
| :--- | :--- |
| The building character shall be clearly defined by use of sloped roofs, <br> parapets, cornices or other architectural features. | YES |

Analysis: The 2008 Findings notes that the building character is primarily defined by the various reverse pitch roofs and observatory. The current application reflects changes to the proposed materials for the roofs and observatory; however, the type of roofs (reverse pitch) and prominence of the observatory have not been altered. Additionally, the roof lines remain below the 58 ft building height maximum and the heigh of the observatory is unchanged.

Although changes to materials are proposed, no change to the primary architectural features is being proposed. Staff believes the current application meets this criterion.

| Criteria \#8 - ARCHITECTURAL QUALITY | Conformance |
| :--- | :--- |
| There shall be continuity of materials, colors and signing within the project. | YES |

Analysis: The current application proposes material and color changes for all four sides of the building. Although staff has outlined concerns related to the proposed changes in the staff report, staff does believe that the proposed materials are consistent and complementary to each other within the development.

As such, staff believes the current application is in conformance with this criterion.

| Criteria \#9 - ARCHITECTURAL QUALITY | Conformance |
| :--- | :--- |
| There shall be continuity among accessory structures, fences, walls and <br> landscape features within the project. | NO |

Analysis: Please see staff report dated December 7, 2022.

| Criteria \#10 - ARCHITECTURAL QUALITY | Conformance |
| :--- | :--- |
| Building walls which are exposed to the street shall be in scale with the <br> pedestrian. | NO |

Analysis: Please see staff report dated December 7, 2022.

| Criteria \#11 - ARCHITECTURAL QUALITY | Conformance |
| :--- | :--- |
| Building walls shall provide undulation/relief thus reducing the appearance <br> of bulk and flatness. | NO |

Analysis: Please see staff report dated December 7, 2022.

| Criteria \#12 - ARCHITECTURAL QUALITY | Conformance |
| :--- | :--- |
| Exterior lighting shall not have an adverse impact upon other properties <br> and/or public streets. | YES |

Analysis: Per the 2008 Findings, condition of approval \#6 states "All exterior lighting shall comply and continue to comply with Chapter 17.132 of Ketchum Code". The current application includes a revised lighting plan produced by Niteo, an exterior lighting consultant. All proposed exterior lighting meets the city's current light temperature limit of 2,700 Kelvin and all fixtures are full cutoff which is also required by the Ketchum municipal code. In addition to information specific to the proposed light fixtures, the plan also includes a full photometric study of the current application, demonstrating zero light trespass across the property lines on all sides except River Street. River Street is provided an exception as the 2008 approval allowed for a substantial encroachment into the right-of-way for the porte cochere of the hotel which includes downcast recessed lighting under the pass through and downcast lighting in the screen panels in the landscape island between the car circulation area and River Street. As shown on page 7 of the plan, no light trespasses beyond the end of the curb and gutter along River Street where the porte cochere ends.

Street lighting is being evaluated by ITD and the City Engineer and will be finalized prior to approval of an amended encroachment agreement and prior to issuance of a building permit application for the project.

| Criteria \#13 - ARCHITECTURAL QUALITY | Conformance |
| :--- | :--- |
| Garbage storage areas and satellite receivers shall be screened from public <br> view. | YES |

Analysis: Garbage and recycling areas are entirely enclosed within the building and accessed from $N$ Leadville Ave. The location of the proposed garbage and recycling area has not changed since the original approval in 2008. All other satellite receivers related to the project are located on the roof and sufficiently set back as to not be visible by the public at the ground level of the project.

Staff believes the project meets this criteria.

| Criteria \#14 - ARCHITECTURAL QUALITY | Conformance |
| :--- | :--- |
| Utility, power and communication lines within the development site are <br> concealed from public view where feasible. | YES |

Analysis: Per the conditions of approval of the CUP, the applicant worked with Idaho Power to underground not only the power lines within the development site, but power lines that service properties further south. The applicant paid for the undergrounding of power lines along Hwy 75 and N Leadville Ave to Gem Street. The work was completed in 2019 and no above ground power lines exist today. All lines related to utilities and communication are underground and will be pulled from in street locations on Hwy 75, River St., or N Leadville Ave. An above ground transformer is being proposed on N Leadville Ave, however is screened with a horizontal wood slat fence.

Staff believes the project meets this criteria.

| Criteria \#15 - ARCHITECTURAL QUALITY | Conformance |
| :--- | :--- |
| Door swings shall not obstruct or conflict with pedestrian traffic. | YES |

Analysis: Most entry doors are sliding doors. Doors that open outward do not extend onto public sidewalks. Doors shall be pursuant to International Building Code requirements.

| Criteria \#16 - ARCHITECTURAL QUALITY | Conformance |
| :--- | :--- |
| Building design should include weather protection which prevents water to <br> drip or snow to slide on areas where pedestrians gather and circulate or to <br> adjacent properties. | YES |

Analysis: All proposed roofs are either flat or with a reverse pitch. These types of roof forms do not require additional snow retention devices to be placed, however, the roof drainage must be adequate to manage stormwater runoff. The project proposes a series of roof drains that connect to on-site stormwater management. The most heavily trafficked pedestrian area is the front of the hotel on River Street which is mostly protected by a large projecting port cochere with a reverse pitch to the building. Any buildup of snow on flat roofs creating a cornice must be managed by the property owner as to ensure no falling of ice and snow will occur over pedestrian walkways or gathering areas.

Staff believes the project meets this criteria.

| Criteria \#17 - ARCHITECTURAL QUALITY | Conformance |
| :--- | :--- |
| Exterior siding materials shall be of natural wood or masonry origin or <br> similar quality. Metal siding is discouraged in all zoning districts. | YES |

Analysis: Although staff has expressed concerns related to the proposed color palette in relation to architectural features, the materials proposed are of a natural wood and masonry. The original approval included the use of metal paneling as noted in the 2008 Findings. The current project continues the use of non-reflective metal siding, however, alternative color tones have been requested.

As the use of metal paneling was approved in 2008, staff believes the current proposal meets this criteria.

| Criteria \#18-CIRCULATION DESIGN: | Conformance |
| :--- | :--- |
| Pedestrian, equestrian and bicycle access which is adequate to satisfy <br> demands relative to development size shall be provided. These accesses <br> shall be located to connect with existing and anticipated easements and <br> pathways. |  |

Analysis: No changes to the required sidewalks are being proposed with the project with the exception of Hwy 75 where the width increases to 8 feet on the northern end of the property. The Idaho Transportation Department is working with the City of Ketchum for the reconstruction of Hwy 75 which will include one through lane, one left turn lane, a bike lane, and sidewalks on the east side of the road. The sidewalk will extend to the southern end of the property and connect with future sidewalk proposed on the east side of Hwy 75 through the Gem Streets.

Final locations of bicycle racks will be reviewed and approved by the City Engineer prior to approval of the amended encroachment agreement and prior to issuance of a building permit for the project. Staff believes the project meets the criteria.

| Criteria \#19 - CIRCULATION DESIGN: | Conformance |
| :--- | :--- |
| The building(s) is primarily accessed from the public sidewalk for the <br> majority of the individual uses proposed. It is the intent to promote exterior <br> circulation with numerous connections to the public sidewalk and exposure <br> to the street. This includes utilizing arcades, courtyards and through block <br> connections. |  |

Analysis: The proposed building is accessed directly from the public sidewalks on both Main Street and River Street. There are multiple entrances accessing key interior uses such as the restaurant, retail/bakery, and hotel lobby. The project also provides a public pedestrian connection from Hwy 75 to the rear of the property, connecting to the pool/jacuzzi deck and plaza area and the public access to Trail Creek.

Staff believes the project meets the criteria.

| Criteria \#20 - CIRCULATION DESIGN: | Conformance |
| :--- | :--- |
| Traffic shall flow safely within the project and onto adjacent streets. Traffic <br> includes vehicle, bicycle, pedestrian and equestrian use. Consideration shall <br> be given to adequate sight distances and proper signage. |  |

Analysis: Traffic circulation will be primarily within the three public streets and along public sidewalks fronting the building. A motor court separated from River Street by a landscaped island is proposed for drop-offs and those checking in. The entrance to the hotel garage is on the N Leadville Ave side of the project and provides forward movement entrance and exit to the hotel. The garbage and service bay is also accessed from N Leadville Ave with an approved backup turn movement to access this portion of the building. The original approval required snowmelt of N Leadville Ave not only to manage drainage concerns, but to address site distance and stopping concerns related to vehicle travel in the winter months. The proposed project remains committed to snow melting N Leadville Ave and therefore no changes to the underlying circulation assumptions are being requested.

Staff has provided comments in the staff report regarding site distance concerns at the corner of Hwy 75 and River Street related to a revised design of the Gateway Plaza. Please see the staff report dated December 7, 2022 for that discussion. Once the applicant has addressed site distance concerns related the Gateway Plaza, staff believes the project to be in conformance with the criteria.

| Criteria \#21 - CIRCULATION DESIGN: | Conformance |
| :--- | :--- |
| Parking areas have functional aisle dimensions, backup space and turning <br> radius. | YES |

Analysis: The underground parking areas have 24-foot aisle widths in all locations with all parking accommodated in designated parking spaces. No valet parking is permitted that will reduce the size of the drive aisles to less than 24 feet as required.

Staff believes the project is in conformance with the criteria.

| Criteria \#22 - CIRCULATION DESIGN: | Conformance |
| :--- | :--- |
| Location of parking areas is designed for minimum adverse impact upon | YES |
| living areas within the proposed development and minimizes adverse |  |
| impact upon adjacent properties with regard to noise, lights and visual |  |
| impact. |  |

Analysis: All parking areas are within the building except for four on street parking spaces on River Street. The entrance and exit of the parking garage is on the N Leadville Ave side of the project, across from existing residential uses. Both the garage and service bay have roll-up doors that will open and close automatically to reduce the amount of light from vehicles impacting adjacent properties. The location of the garage and service bays have not moved nor have been altered following the original approval.

As no changes are being proposed to the location or configuration of the parking garage and service entrance, staff believes the project to be in conformance with the criteria.

| Criteria \#23 - CIRCULATION DESIGN: | Conformance |
| :--- | :--- |
| Curb cuts are located away from major intersections and off high volume <br> roadways where possible. | YES |

Analysis: Curb cuts are located on River Street and Leadville Avenue. The curb cuts on River are 72 feet from Main Street and 52 feet from Leadville Avenue intersection centerlines. No changes to approved curb cuts are being proposed or requested with the current application.

Staff believes the project to be in conformance with this criteria.

| Criteria \#24-CIRCULATION DESIGN: | Conformance |
| :--- | :--- |
| Adequate unobstructed access for emergency vehicles, snow plows, <br> garbage trucks and similar service vehicles to all necessary locations within <br> the proposed project is provided. |  |

Analysis: Emergency vehicles and snow plows will utilize the city streets. As noted above, a large portion of $N$ Leadville Ave will be snow melted which will minimize snow plowing in that area. Garbage trucks and service and delivery vehicles will enter the underground parking and loading area directly from Leadville Avenue. The current application is required to meet all requirements for the 2018 building and fire codes which require additional ingress and egress for emergency
purposes. Final review of the amended encroachment agreement and compliance with applicable building and fire codes will be completed at the time of building permit review.

Staff believes the project to be in conformance with the criteria.

| Criteria \#25 - CIRCULATION DESIGN: | Conformance |
| :--- | :--- |
| The project is designed so as to provide adequate snow storage areas or <br> removal for snow cleared from the parking areas and roadways within the <br> project. (50 percent). | YES |

Analysis: No snow removal areas are needed because on-site parking is underground, and all sidewalks and the motor court at the hotel's main entrance are to have a snow-melt system. No changes to the proposed snow melt system are being proposed or requested with the current application.

Staff believes the project is in conformance with the criteria.

| Criteria \#26 - LANDSCAPE QUALITY: | Conformance |
| :--- | :--- |
| Substantial landscaping is to be provided, which is in scale with the <br> development and which provides relief from and screening of hard surfaces. |  |
| Total building surface area and street frontage will be considered when |  |
| determining whether substantial landscape is being provided. (Landscaping |  |
| shall be defined as trees, shrubs, planters, hanging plants, ground cover and |  |
| other living vegetation). |  |

Analysis: Please see staff report dated December 7, 2022.

| Criteria \#27 - LANDSCAPE QUALITY: | Conformance |
| :--- | :--- |
| Landscape materials and vegetation types specified shall be readily <br> adaptable to a site's microclimate, soil conditions, orientation and aspect, <br> and shall serve to enhance and compliment the neighborhood and <br> townscape. Consideration should be given to the use of native, drought- <br> resistant plant materials. |  |

Analysis: A revised landscape plan has been provided with the current application. Although staff agrees that the planting plan is adaptable to the site's microclimate, staff has concerns about the proposed plan and how it complements the neighborhood and townscape particularly on the Hwy 75 side of the project. It is important to note that the proposed riparian restoration plan including proposed plantings is not being revised with the current application. Staff believes that if the project is found to be in conformance with criteria \#26, this criteria will be met as well.

| Criteria \#28 - LANDSCAPE QUALITY: | Conformance |
| :--- | :--- |
| The preservation of existing significant trees, shrubs and important landscape <br> features (mapped in accordance with Site Design, Paragraph 1) shall be <br> encouraged. |  |

Analysis: The approved project included the preservation of eighteen (18) trees, seven (7) of which were considered resource trees, to be preserved in their current location. Two other trees were to be transplanted. The construction mitigation plan evaluated in 2016 noted preservation of the identified trees, which remain on site today. No changes to the tree preservation plan are being proposed and future construction activities must demonstrate adequate preservation of trees and surrounding riparian area.

Staff believes the project to be in conformance with this criteria.

| Criteria \#29 - LANDSCAPE QUALITY: | Conformance |
| :--- | :--- |
| Landscaping shall provide a substantial buffer between land uses, including, | NO |
| but not limited to, structures, streets and parking lots. The development of |  |
| landscaped public courtyards, including trees and shrubs where appropriate |  |
| shall be encouraged. |  |

Analysis: Please see staff report dated December 7, 2022.

| Criteria \#30 - ENERGY DESIGN: |
| :--- |
| Consideration shall be given to proper solar orientation within the project. |
| Recognition shall be given to the solar benefits of adjoining properties. (A sun |
| chart as a means of understanding the solar possibilities and limitations shall |
| be encouraged) |


| Conformance |
| :--- | :--- |
| YES |
|  |

Analysis: A solar study was provided to inform the original approval. The hotel's courtyard is sunny except for certain afternoon hours in autumn, winter and spring. Solar access for Kentwood Lodge and 200 South Leadville Townhomes is affected at certain times of day particularly in the winter. Leadville Avenue is also shaded much of the day in winter; the applicant is proposing to provide a snow melt system for a portion of Leadville. Ultimately, the project was approved with the understanding that a building built per the by-right allowances of the zoning regulations would have the same impact as the building proposed and therefore additional height waivers were provided. No changes to the approved height waivers are being requested therefore no changes to the project's conformance with this criteria are occurring with the current application.

Staff believes the project remains in conformance with this criteria.

| Criteria \#31 - PUBLIC AMENITIES: | Conformance |
| :--- | :--- |
| Pedestrian amenities are encouraged for all projects and shall be required | NO |
| for commercial uses. Amenities may include, but are not limited to benches |  |
| and other seating, kiosks, telephone booths, bus shelters, trash receptacles, |  |
| restrooms, fountains, art, etc. The use of "Ketchum Streetscape Standards" <br> shall be encouraged. |  |

Analysis: Please see staff report dated December 7, 2022.

| Criteria \#32 - GREEN BUILDING: | Conformance |
| :--- | :--- |
| Consideration shall be given to green building features within the project. | YES |
| Recognition shall be given to projects that achieve the United States Green |  |
| Building Council's LEED Certification or earn the Environmental Protection <br> Agency's Energy Star Label. Projects are encouraged to consider energy <br> conservation, indoor air quality, water use, location, waste reduction, <br> recycling and use of sustainable construction materials. |  |

Analysis: The approved project did not require or indicate pursuit of a LEED certification, but committed to employing the following:

- Utilization of construction methods to control dust, pollution, erosion and contamination.
- Access to public transportation. Bicycle storage.
- Trail Creek habitats actively protected and restored.
- Roofing and site paving of low reflectance and pervious nature where feasible to minimize "heat island" effect.
- Energy systems designed for high efficiency and optimal energy performance. E.g. snowmelt heat rejection design.
- High standards of materials utilization for thermal insulation, use of recycled content, regional materials, low embodied energy in production.
- Implementation of active reuse, recycling and waste management programs.
- Specification of materials with low VOC, offgassing and indoor pollutance.
- Provision of individually monitored lighting and thermal comfort control system.

At the time of the initial approval, the city had not adopted the Green Building Code standards we have today. The project will need to comply with the city's green building standards for the residential portions of the project and meet the 2018 International Energy Code Council (IECC) requirements for new construction. These current requirements are above and beyond what was recommended and required at the time of the original approval.

Staff believes the project meets this criteria.

## RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

# SECOND AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT 


#### Abstract

THIS SECOND AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT ("Second Amendment" ) is dated for reference purposes this $\qquad$ day of , 2022, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum" or "City") and HARRIMAN KETCHUM HOTEL, LLC, an Idaho limited liability company ("Owner", and together with the City, the "Parties").


## RECITALS

A. Ketchum is a municipal corporation possessing all powers granted to municipalities under the applicable provisions of the Idaho Code, including the power to grant conditional use permits, approve planned unit developments, subdivide real property and the power to contract.
B. Owner owns the real property situated in the State of Idaho, County of Blaine, commonly known as 300 River Street East, Ketchum, Idaho and more particularly described as Lot 2, Block 83 of the City of Ketchum, according to the plat thereof on file in the office of the County Recorder of Blaine County, Idaho under Instrument No. 210798 ("Property").
C. Owner's predecessor in interest to the Property ("Original Owner") entered into an Amended and Restated Development Agreement, dated October 5, 2015 ("Development Agreement") and recorded in the records of Blaine County, Idaho as Instrument No. 630816, as corrected and amended by Instruments recorded as Nos. 635897 and 652281, respectively under and by virtue of which Ketchum issued a Planned Unit Development Conditional Use Permit ("CUP") to develop and operate a Hotel on the Property ("Project") and a building permit to construct certain Project improvements ("Building Permit" and together with the Development Agreement, CUP, Design Review, and Encroachment Agreement, the "Entitlements").
D. As an incident of the Project Original Owner and City entered into an agreement providing for reclamation of the Property in the event the Project did not proceed which agreement included a bond bearing number 2416447 issued in the amount of $\$ 452,928$ issued by Great American Insurance Company ("Bond").
E. A dispute arose between Ketchum and the Original Owner regarding performance of obligations under the Development Agreement resulting in Ketchum declaring a breach of the Development Agreement, purporting to revoke all of the Entitlements and making a claim against the Bond. The Original Owner disputed Ketchum's claims and asserted breach of contract and tort claims against Ketchum.
F. Ketchum and the Original Owner entered into a Settlement Agreement dated June 24, 2022, and recorded in the records of Blaine County, Idaho as Instrument No. 694658 under and by virtue of which the parties settled their dispute and released all claims and Ketchum reinstated the Development Agreement and all the Entitlements, and released and terminated the Bond. The Settlement Agreement provides replacement alternatives to the Bond for securing restoration of the Property as may be required.
G. Owner has applied to change certain aspects of the Project including the square footage and layout of certain uses internal to the building, the number and size of the condominium units, addition of lock-offs to the condominium units, and adjustments to the proposed right-of-way improvements. The Project proposed, as shown in the project plans dated September 21, 2022, consists of 73 hotel rooms and 12 condominium units, 6 of which have lock-offs, and associated hotel uses as outlined in Table ___ of the Design Review Findings of Fact, Conclusions of Law, and Decision dated
H. Ketchum received a Design Review application from Owner to amend Design Review application (File No. 08-007) reinstated per the terms of the Settlement Agreement. Said amendment was reviewed, considered, and approved by the Planning and Zoning Commission on $\qquad$
I. Owner and Ketchum desire to amend and supplement the Development Agreement as provided in this Second Amendment to ensure the Project complies with all applicable conditions of approval contained in the Entitlements and that the Second Amendment reflects the Project as currently proposed. For absence of doubt, Owner and Ketchum acknowledge that this Second Amendment is not intended in any way to undermine, change or limit the reinstatement of the Entitlements that the Parties agreed to and approved in the Settlement Agreement.

## AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, agreements, terms and conditions set forth herein, the Parties agree to amend and supplement the Agreement as hereinafter provided.

1. Incorporation of Recitals. The Recitals set forth above are hereby incorporated into and made an integral part of this Agreement.
2. Section 2 (Incorporation of Related Agreements, Approvals, Plans, Permits and other documents) is deleted and the following substituted therefore:

The following agreements, approvals, plans, permits and other documents are hereby incorporated into and made an integral part of this Agreement by reference as if stated herein in full:

- PUD CUP Findings of Fact, Conclusions of Law and Decision, including all conditions of approval, dated November 17, 2008, or as amended from time to time. Conditions of approval are excerpted in Exhibit A.
- PUD CUP No. 08-007 dated November 17, 2008, or as amended from time to time.
- PUD Development Plans referenced in the PUD CUP Findings of Fact, Conclusions of Law and Decision, or as amended from time to time.
- Design Review Findings of Fact, Conclusions of Law and Decision, including all conditions of approval, dated $\qquad$ , or as amended from time to time.
- Site Plan No. $\qquad$ , showing both on-site and off-site improvements, which off-site improvements may be amended to meet final right-of-way improvement design approvals, or as amended from time to time.

Any material failure to comply with the terms and conditions of any of the above-referenced agreements, approvals, plans, permits and other documents after written notice and opportunity to cure, shall constitute a breach of this Agreement.

In the event of any inconsistency between the terms and conditions of this Second Amendment and the agreements, approvals, plans, permits and other documents listed above, the terms and conditions of this Second Amendment, shall govern.

Except as provided otherwise in this Second Amendment, development of the Project shall be vested and governed by policies, procedures, guidelines, ordinances, codes and regulations of the City governing land use in effect as of the Effective Date of the Development Agreement. Any amendments or additions made during the term of this Second Amendment to City policies, procedures, guidelines, ordinances, codes or regulations shall not apply to or affect the conditions of development of the Project; provided, however, the following are exempt from vesting under this Second Amendment:
i) plan review fees and inspection fees (to the extent not previously paid by Owner);
ii) amendments to building, plumbing, fire and other construction codes;
iii) City enactments that are adopted pursuant to State or federal mandates that preempt the City's authority to vest regulations.

Owner may request to be bound by future amendments to the Ketchum Municipal Code, or other regulations, policies or guidelines affecting development, and such request may be approved administratively provided no new land use not allowed under this Second Amendment and no increase in total square footage of structures to be developed is proposed. In all other instances, the request to be bound by future amendment(s) shall be approved by the Council in the form of an amendment to this Second Amendment.

Any application for a building permit submitted by Owner shall substantially comply with the requirements of the above-referenced applicable codes, agreements, approvals, plans, permits and other documents as such requirements exist on the day the building permit application is submitted. A complete Building Permit Application showing compliance with all adopted codes referenced in Title 15 of the Ketchum Municipal Code and applicable fees (net of previously paid fees, as described below) shall be submitted to the City no later than six months after the city's final approval of the 2022 Design Review application and Development Agreement amendment application, A Certificate of Occupancy shall be issued for the Project no later than 41 months after the date of Building Permit issuance.

If a building permit application contains material deviations from the above-referenced applicable codes, agreements, approvals, plans, permits and other documents an amendment to this Second Amendment must be applied for by Owner and considered by the City Council. If such amendment is approved by City Council, one or more approvals referenced in Section 2 may be subject to amendment. A new or amended building permit may be required to reflect the changes made to the approvals in Section 2.

Ketchum acknowledges and agrees that Owner has paid the following fees and shall receive credit toward any additional fees or costs for the full amount of the fees paid.

- $\$ 440,734$ for impact fees
- $\$ 1,072,940$ for in-lieu housing fees for $27,370.91$ net residential square feet
- \$
 for building permit fees paid for the permit issued July 6, 2016


## Section 3 (Hotel Uses and Restrictions) is deleted and the following substituted therefore:

Owner may use the Property as a "Hotel" as defined in KMC 17.08.020 as that section existed at the time of the Development Agreement and for private residential uses. The following units and any residential owner storage, designated and assigned reserved parking spaces in the underground garage or limited common area associated with such units may be used as either private residential units by their owners, or as a "Hotel" rental unit if eligible for inclusion into the voluntary residential condominium rental program:

- 12 residential units, 6 of which have lock-offs rooms, located on the third and fourth floors of the Project as shown by the Design Review project plans filed with the City dated September 21, 2022.

Residential Condominium Rental Program: The operator and manager of the hotel contracted by the Owner of the Property ("Hotel Operator") shall implement and maintain a voluntary rental program for the purpose of managing, operating, and marketing of the rental of the 12 residential condominium units and 6 lock-offs rooms as shown in the project plans. Each residential unit owner may at his or her discretion place his or her residential unit in the voluntary Residential Condominium Rental Program the terms and conditions of which shall substantially conform to the provisions set forth in Exhibit B, attached hereto and incorporated herein by reference.

Prior to issuance of a Certificate of Occupancy for the Project, the Hotel Operator shall provide the City Planning Director with a redacted and confidential, to the extent reasonably necessary to protect trade secrets or proprietary information, copy of the Hotel Management Agreement between the Hotel Operator and Owner to substantiate the existence of the voluntary rental program consistent with Exhibit B and providing the Hotel Operator with the exclusive right to manage the voluntary Residential Condominium Rental program.

All other units and space on the Property and in the improvements constructed thereon shall be used exclusively as a "Hotel". The following are acknowledged as allowable accessory uses of the Property: conference and banquet facilities, kitchen, restaurant and bar areas, outdoor seating and dining, swimming pool, fitness facilities, retail and spa/salon uses, bakery, back-ofhouse administrative offices and housekeeping uses, and an observatory and exterior deck on the fifth floor as further detailed in Table $\qquad$ of the Design Review Findings of Fact, Conclusions of Law, and Decision and shown on the design review project plans dated September 21, 2022. Owner agrees that this Second Amendment specifically allows only the uses set forth above and those incidental to the permitted and accessory uses and no others. Owner shall not be obligated to use the Property for all permitted or accessory uses. Owner may not substantially change or expand on the uses of the Property and improvements thereon specified in this Second Amendment without the prior written approval of City which approval shall not be unreasonably withheld, conditioned or delayed. Any substantial changes or expansions in the uses permitted by this Second Amendment without such prior written consent and formal modification of this Agreement as allowed by applicable law shall after written notice and opportunity to cure constitute a breach of this Agreement.

## Section 7 (Construction and Completion Schedule) is deleted and the following substituted therefore:

Improvements shall be constructed and substantially completed pursuant to the following schedule:

- A Construction Mitigation Plan shall be provided with application for building permit within 6 months after final approvals of the 2022 Design Review application and Development Agreement amendment application.
- City will provide comments within 20 working days of the building permit being deemed complete and all applicable fees paid.
- Owner shall submit revised plans, addressing all comments from City, within 20 working days of receipt of comments.
- Subsequent City review comments and Owner responses/revisions will respectively occur within 10 days of the previous action.
- Prior to issuance of a building permit by City, Owner must secure an encroachment permit from ITD for any and all improvements within the Hwy 75 ITD right-of-way
- City will issue a building permit within 7 days of resolution of all City comments and payment of any remaining applicable fees.
- Construction shall commence upon the later of May 1, 2023 or 5 months after issuance of the building permit.
- A Certificate of Occupancy shall be issued for the Project no later than 41 months after the Building Permit is issued.


## Section 12 (Employee Housing) is deleted and the following substituted therefore:.

Owner agrees to provide 18 Employee Housing beds as provided by Ketchum Municipal Code and as set forth in the Revised Employee Housing Plan dated $\qquad$ approved by the City on $\qquad$ (Exhibit "C"). All required employee housing shall be available prior to any certificate of occupancy for the Property.

Section 13 (Condominium Plat) is deleted and the following substituted therefore:
City agrees to accept and process applications for condominium preliminary and final plat approval prior to issuance of a Certificate of Occupancy of the Project, pursuant to KMC 16.04.070, to allow for financing of the improvements and individual sale of private residential units. An application for preliminary plat approval for the Project, including a declaration of covenants, conditions and restrictions ("Declaration") will be made by Owner within 60 calendar days after issuance of the building permit. An application for final plat approval will be submitted 60 or more days prior to the request for a Certificate of Occupancy for the Project. The condominium final plat must be approved by the City prior to recording. The individual Residential Condominium units and the Hotel commercial and/or common and/or limited common area units shall be use restricted through the Declaration.

## A new section to be designated as 21 (Off-site Improvements) is added as follows:

Prior to issuance of the building permit, Owner will provide to the Planning Director a written agreement, with applicable diagrams illustrating proposed improvements, the owners of 220 S. Leadville and 400 E River Street, evidencing their acceptance of Owner's proposal for resolving their landscaping and screening concerns as were noted and conditioned in the CUP. This submission will be timely reviewed and approved by the Planning Director for verification it resolyes the CUP condition, which such approval will not be unreasonably withheld or delayed.

## A new section to be designated as 22 (Financial Capability) is added as follows:

It is a condition of this Second Amendment that the proof of financing and financial capability to complete the project is a standing condition of the Development Agreement, and such condition will continue in force until substantial completion of construction.

## A new section to be designated as 23 (Default and Restoration) is added as follows:

Provided Ketchum is not in default of its obligations hereunder, if Owner defaults in performance of any of its obligations hereunder prior to commencement of construction and the default continues for 60 days after receipt by Owner of Ketchum's written notice of default, Owner agrees to reclaim the Property and restore it to the same or better condition as specified in the Reclamation Plan previously prepared, agreed to, and made a part of the Development Agreement. To secure Owner's obligation hereunder, Owner shall obtain for Ketchum's benefit an irrevocable stand-by letter of credit issued by a bank authorized to transact business in the state of Idaho in the amount of one hundred twenty-five percent of the estimated cost of
reclamation or shall provide some other form of security reasonably acceptable to Ketchum. The security, in whatever form, may be requested by Owner for release, partially or in full, with approval by City, not to be unreasonably withheld, if justified by substantial progress toward completion of construction in accordance with the following schedule: one half upon completion of the foundation stem walls and one half upon completion of framing.

## 9. Miscellaneous Provisions.

a) Police Powers. Except as otherwise expressly provided herein, nothing contained herein is intended to limit the police powers of Ketchum or its discretion in review of subsequent applications regarding development of the Property. This Second Amendment shall not be construed to modify or waive any law, ordinance, rule, or regulation not expressly provided for herein, including, without limitation, applicable building codes, fire codes, Ketchum's Zoning Ordinance, Ketchum's Subdivision Ordinance, and Planned Unit Development requirements for the Property.
b) Amendment. This Second Amendment may be revised, amended, or canceled in whole or in part, only by means of a written instrument executed by both Parties and as evidenced by amended plats and development plans.
c) Specific Performance. In the event of a breach of this Second Amendment, in addition to all other remedies at law or in equity, this Second Amendment shall be enforceable by specific performance by either party hereto. All remedies shall be cumulative.
d) Attorney's Fees. In the event either party hereto is required to retain counsel to enforce a provision of this Second Amendment, or to recover damages resulting from a breach hereof, the prevailing party shall be entitled to recover from the other party all reasonable attorney's fees incurred, whether or not litigation is actually instituted or concluded.
e) Notices. All notices required or provided for under this Second Amendment shall be in writing and deemed delivered upon delivery in person or upon mailing by certified mail, return receipt requested, postage prepaid. However, the time period in which a response to such notice must be given shall commence to run from the date of receipt on the return receipt of the notice. Rejection or refusal to accept, or the inability to deliver because of a change of address of which no notice was given shall be deemed to be receipt of the notice.

Notices to City shall be addressed as follows:
City of Ketchum
Post Office Box 2315
Ketchum, ID 83340
Attn: Morgan Landers, Planning Director
Telephone: 208.726.7801
Email: mlanders@,ketchumidaho.org

Notices given to Owner shall be addressed as follows:
Jack E. Bariteau, Jr.
Post Office Box 84
Sun Valley, ID 83353
Telephone: 650.906.5636
Email: jack@waypointsunvalley.com
with copies to:
Harriman SV Properties, LLC
Attn. Andy Blank, Manager
3455 NW 54 ${ }^{\text {th }}$ Street
Miami, FL 33142-33009
Alyse Blank
745 N Alta Vista Blvd
Los Angeles, CA 90046
avblank@archiveamerica.com
Justin C. Jones
Justin C. Jones, LLM, P.C.
Post Office Box 487
182 Lopez Road, Suite C
Lopez Island, WA 98261
Telephone: 360. 378.4450
Lawson Laski Clark, PLLC
675 Sun Valley Road, Suite A
Post Office Box 3310
Ketchum, Idaho 83340
Attn.: Edward A. Lawson
Telephone: 208.725.0055
Email: eal@lawsonlaski.com
A party may change the address to which further notices are to be sent by notice in writing to the other party, and thereafter notices shall be addressed and transmitted to the new address.
f) Reliance by the Parties. This Second Amendment is intended by Owner to be considered by Ketchum as part of Owner's application for a modification of the existing design review approval and building permits for the Project. Owner acknowledges and intends the City to consider and rely upon this Second Amendment in its review and consideration of said applications.
g) Relationship of Parties. It is understood that the contractual relationship between Ketchum and Owner is such that neither party is the agent, partner, or joint venturer of the other party. The Parties agree at all times to cooperate with each other and exercise good faith to achieve the purposes of this Second Amendment. In the event any legal or equitable action or other proceeding is instituted by a third party or other governmental entity or official challenging the validity of any provision of Ketchum's approval and/or implementation of this Second Amendment or the Entitlements, the Parties agree to reasonably cooperate in and communicate regarding respective or joint plans defending such action or proceeding.
h) Successors and Assigns; Covenant Running With the Land. This Second Amendment shall inure to the benefit of City and Owner and their respective heirs, successors and assigns. This Second Amendment including all covenants, terms, and conditions set forth herein, shall be and is hereby declared a covenant running with the land with regard to the Property or any portion thereof, and is binding on both parties to this Agreement as well as their respective heirs, successors and assigns.
i) Recordation and Release. This Second Amendment shall be recorded with the Blaine County Recorder. City agrees to execute all appropriate documentation to cause the encumbrance of this Agreement to be terminated in the event of termination.
j) No Waiver. In the event that City or Owner, or its successors and assigns, do not strictly comply with any of the obligations and duties set forth herein, thereby causing a default under this Second Amendment, any forbearance of any kind that may be granted or allowed by Owner, City, or their successors and assigns, to the other party under this Second Amendment t shall not in any manner be deemed or construed as waiving or surrendering any of the conditions or covenants of this Second Amendment with regard to any subsequent default or breach.
k) Partial Invalidity. In the event any portion of this Second Amendment, or part hereof, shall be determined by any court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions of this Second Amendment, or parts hereof, shall remain in full force and effect and shall in no way be affected, impaired or invalidated, it being understood that such remaining provisions shall be construed in a manner most closely approximating the intention of the parties with respect to the invalid, void, or unenforceable provision or part hereof.

1) Entire Agreement. This Second Amendment and the Settlement Agreement constitute the full and complete agreement and understanding between the parties hereto. Excluding formal conditions placed upon the design review approval, subsequent plat approvals or other matters related to the public process, no representations or warranties made by either party shall be binding unless contained in this Agreement or subsequent written amendments hereto.
m) Exhibits. All exhibits referred to herein are incorporated in this Second Amendment by reference, whether or not actually attached.
n) Authority. Each of the persons executing this Second Amendment represents and warrants that he or she has the lawful authority and authorization to execute this Second

Amendment, as well as all deeds, easements, liens and other documents required hereunder, for and on behalf of the entity executing this Second Amendment.
o) Recitals. The Recitals are incorporated herein and made a part of this Second Amendment by this reference.
p) Choice of Law. This Second Amendment shall be governed by and construed in accordance with the laws of the state of Idaho, which shall be the sole jurisdiction and venue for any action which may be brought by either party with respect to this Second Amendment or the subject matter hereof.


## SIGNATURE PAGE

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

Harriman Ketchum Hotel, LLC, an Idaho limited liability company

By: $\qquad$
Name:
Title:

City of Ketchum, Idaho, a municipal corporation

By: $\qquad$
Neil Bradshaw, Mayor

Attest:

## Trent Donat, City Clerk

## ACKNOWLEDGMENTS

## STATE OF IDAHO )

)ss.
County of Blaine )
Subscribed and sworn before me on this $\qquad$ day of $\qquad$ , 2022, before me a Notary Public in and for said State, personally appeared NEIL BRADSHAW, known to me to be the Mayor of the CITY OF KETCHUM, IDAHO and the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of the City of Ketchum, Idaho.

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

## STATE OF IDAHO )

County of Blaine )ss.

Subscribed and sworn before me on this $\qquad$ day of $\qquad$ , 2022, before me a Notary Public in and for said State, personally appeared $\qquad$ known or identified to me to be the Managing Member of HARRIMAN KETCHUM HOTEL, LLC, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

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

Notary Public
Residing at
My Commission Expires $\qquad$

FW: Appellation Hotel (formerly Harriman Hotel) Public Hearing Comments<br>Heather Nicolai [HNicolai@ketchumidaho.org](mailto:HNicolai@ketchumidaho.org)<br>Tue 12/6/2022 5:23 PM<br>To: Morgan Landers [MLanders@ketchumidaho.org](mailto:MLanders@ketchumidaho.org)<br>Cc: Suzanne Frick [sfrick@ketchumidaho.org](mailto:sfrick@ketchumidaho.org);Heather Nicolai [HNicolai@ketchumidaho.org](mailto:HNicolai@ketchumidaho.org)<br>Morgan - PC on Appellation.<br>Heather

Sent from Mail for Windows

From: Participate
Sent: Tuesday, December 6, 2022 4:21 PM
To: Heather Nicolai
Subject: FW: Appellation Hotel (formerly Harriman Hotel) Public Hearing Comments

Public comment.

LISA ENOURATO | CITY OF KETCHUM
Public Affairs \& Administrative Services Manager
P.O. Box 2315 | 191 Fifth St. W. | Ketchum, ID 83340
o: 208.726.7803 | f: 208.726.7812
lenourato@ketchumidaho.org | www.ketchumidaho.org

From: Carolyn Coiner [cbcoiner@gmail.com](mailto:cbcoiner@gmail.com)
Sent: Tuesday, December 6, 2022 2:34 PM
To: Participate [participate@ketchumidaho.org](mailto:participate@ketchumidaho.org)
Subject: Appellation Hotel (formerly Harriman Hotel) Public Hearing Comments

City of Ketchum
Planning and Zoning

We own and live full time in a townhouse directly across the street to the west from the proposed project.

We would like to comment on the following items in the Design Review Amendment:

1. We would like to see more year round screening on the west side of the proposed hotel. Currently the landscape plan shows primarily deciduous trees and grasses. We would like to have evergreen trees used to provide year round screening for our property and larger shrubs and trees rather than just low grasses.
2. We are concerned with the height of the east rooftop mechanical structures which seem to be larger and more extensive than the original plan. The location of these structures will be the equivalent of adding another floor to the building from our vantage point and will cut off any remaining views of the mountain we will have to the west.
3. We understand that Leadville Ave adjacent to the project will be regraded to allow for the egress/exit for the parking and delivery area under the building, and Leadville will then be repaved with pavers and a snowmelt system. We have an ongoing problem at the corner of our property at Leadville and River Streets. The snow is plowed from both streets and ends up blocking our driveway multiple times during the winter.

We are requesting the pavers and snowmelt system be extended to the end of our property on River St as per the amenities agreement we have with the developer, titled "Hotel Ketchum Amenities Agreement".
4. We prefer that there be no balconies with access on the east side of the hotel facing our townhome due to concern with noise from guests on outside spaces directly across from our home. We do not have air conditioning and noise frop these spaces could be very disturbing in the summer months with our open windows.
5. We request that service delivery times be restricted to $8 \mathrm{am}-7 \mathrm{pm}$ due to the disruption of service and garbage trucks back up alarms early in the morning directly across from our home.

Thank you for your consideration,
Carolyn and Charles Coiner
400 W River Street
Ketchum, ID 83340

# FW: Planning Commission/Design Review/Appellation Hotel Project 

## Participate [participate@ketchumidaho.org](mailto:participate@ketchumidaho.org)

Tue 12/13/2022 12:25 PM
To: Morgan Landers [MLanders@ketchumidaho.org](mailto:MLanders@ketchumidaho.org);Heather Nicolai [HNicolai@ketchumidaho.org](mailto:HNicolai@ketchumidaho.org)
Public comment.

LISA ENOURATO | CITY OF KETCHUM
Public Affairs \& Administrative Services Manager
P.O. Box 2315 | 191 Fifth St. W. | Ketchum, ID 83340
o: 208.726.7803 | f: 208.726.7812
lenourato@ketchumidaho.org | www.ketchumidaho.org

From: Brad Deck [braddeck250@gmail.com](mailto:braddeck250@gmail.com)
Sent: Tuesday, December 13, 2022 8:34 AM
To: Participate [participate@ketchumidaho.org](mailto:participate@ketchumidaho.org)
Subject: Planning Commission/Design Review/Appellation Hotel Project

Dear Members of the Planning Commission

My name is Brad Deck. I reside at 250 Spur Lane in Ketchum. I am writing to urge the Commission to approve the applicant's request for an amendment to Design Review approval 08-007 and amendment to the Amended and Restated Development Agreement without further delay. Consistent with the Settlement Agreement that the City Council approved in June of 2022, the project entitlements have been reinstated and except for minor changes that are requested in the application to amend Design Review the Appellation Hotel, the project should be granted full approval to proceed to construction.

In June of 2016 the project was granted a building permit after having received entitlements and full Design Review approval. The Settlement Agreement reinstates all the previously granted permits. The amendments simply request architectural modifications, enhancements to the overall building architecture.

The project will be a very welcome addition to the City of Ketchum and will provide substantial additional revenue to the City. It is time for the project to proceed.

Respectfully submitted,

## Brad Deck

braddeck250@gmail.com
Cell (949) 433-3332

FW: Appellation/Sun Valley Hotel Support
Participate [participate@ketchumidaho.org](mailto:participate@ketchumidaho.org)
Tue 12/13/2022 12:24 PM
To: Morgan Landers [MLanders@ketchumidaho.org](mailto:MLanders@ketchumidaho.org);Heather Nicolai [HNicolai@ketchumidaho.org](mailto:HNicolai@ketchumidaho.org)
Public comment.

LISA ENOURATO | CITY OF KETCHUM
Public Affairs \& Administrative Services Manager
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o: 208.726.7803 | f: 208.726.7812
lenourato@ketchumidaho.org | www.ketchumidaho.org

From: Carson Palmer [carson@silentwater.com](mailto:carson@silentwater.com)
Sent: Tuesday, December 13, 2022 11:26 AM
To: Participate [participate@ketchumidaho.org](mailto:participate@ketchumidaho.org)
Subject: Appellation/Sun Valley Hotel Support

Dear city of Ketchum,
We write this letter in support of the Appellation Hotel. This project brings much needed residential, restaurant, hotel and work for housing units to the valley. The beautifully designed restaurant space with "take away" bakery and food item to-go is exciting to see coming to our downtown. The exterior facade seems to fit in well with our mountain town. It would be great to see something happen on this site finally, and now is the time.
Best, Carson Palmer and Broderick Smith.

FW: Appellation Design Review Meeting 4:30 Tuesday 13 December 2022
Participate [participate@ketchumidaho.org](mailto:participate@ketchumidaho.org)
Tue 12/13/2022 12:25 PM
To: Morgan Landers [MLanders@ketchumidaho.org](mailto:MLanders@ketchumidaho.org);Heather Nicolai [HNicolai@ketchumidaho.org](mailto:HNicolai@ketchumidaho.org)
Public comment.

LISA ENOURATO | CITY OF KETCHUM
Public Affairs \& Administrative Services Manager
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o: 208.726.7803 | f: 208.726.7812
lenourato@ketchumidaho.org | www.ketchumidaho.org

From: Derek Ryan [dgrarchitect@gmail.com](mailto:dgrarchitect@gmail.com)
Sent: Tuesday, December 13, 2022 9:22 AM
To: Participate [participate@ketchumidaho.org](mailto:participate@ketchumidaho.org)
Subject: Appellation Design Review Meeting 4:30 Tuesday 13 December 2022

TO PLANNING \& ZONING COMMISSION:

Regarding your Design Review meeting this afternoon, I'm sorry I am unable to attend in-person to give my full wholehearted support for the new proposed Appellation Sun Valley hotel. I urge The Commission to resolve all remaining issues that are deemed necessary to keep this project on a path to reality. Appellation will be a great asset to our city! Thanks you - Derek Ryan

Derek Ryan AIA
PO Box 6966
491 North Main Street \# 202
Ketchum ID 83340
208.720.4153
dgrArchitect@gmail.com

FW: Harriman Hotel
Participate [participate@ketchumidaho.org](mailto:participate@ketchumidaho.org)
Tue 12/13/2022 12:26 PM
To: Morgan Landers [MLanders@ketchumidaho.org](mailto:MLanders@ketchumidaho.org);Heather Nicolai [HNicolai@ketchumidaho.org](mailto:HNicolai@ketchumidaho.org)
Public comment.

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o: 208.726.7803 | f: 208.726.7812
lenourato@ketchumidaho.org | www.ketchumidaho.org

From: Geoff Isles [islesglass@aol.com](mailto:islesglass@aol.com)
Sent: Monday, December 12, 2022 6:43 PM
To: Participate [participate@ketchumidaho.org](mailto:participate@ketchumidaho.org)
Subject: Harriman Hotel

To Whom It May Concern:

As I will be unable to attend the upcoming P\&Z meeting this Wednesday December 13th, I am writing to give full support to the Harriman Hotel project, and ask that the Commission accept the plans in it's entirety. As this building will be a prominent structure as one drives into Ketchum, it is important that it be not only beautiful, but sophisticated as well, and the owners, architects, and designers have done a wonderful job making the design something that Ketchum will be proud of way into the future. Further, the hotel will be yet another place that residents and visitors to the Wood River Valley can take complete use of. We need this hotel and its residences to succeed, and the Ketchum government can help this to fruition by not placing additional roadblocks into what has already been a long process.

As such, I endorse the P\&Z Commission's full approval so construction can start immediately, without any additional constraints.

Geoff Isles

Geoff Isles
235 Spur Lane \#103
Ketchum, ID 83340

Geoff Isles
islesglass@aol.com
917-626-1134

## FW: Bariteau Hotel Project

Participate [participate@ketchumidaho.org](mailto:participate@ketchumidaho.org)
Tue 12/13/2022 12:27 PM
To: Morgan Landers [MLanders@ketchumidaho.org](mailto:MLanders@ketchumidaho.org);Heather Nicolai [HNicolai@ketchumidaho.org](mailto:HNicolai@ketchumidaho.org)
Public comment.

LISA ENOURATO | CITY OF KETCHUM
Public Affairs \& Administrative Services Manager
P.O. Box 2315 | 191 Fifth St. W. | Ketchum, ID 83340
o: 208.726.7803 | f: 208.726.7812
lenourato@ketchumidaho.org | www.ketchumidaho.org

From: Graydon Burnett [grady@sunvalleyidahoproperties.com](mailto:grady@sunvalleyidahoproperties.com)
Sent: Monday, December 12, 2022 4:14 PM
To: Participate [participate@ketchumidaho.org](mailto:participate@ketchumidaho.org)
Cc: Neil Bradshaw [NBradshaw@ketchumidaho.org](mailto:NBradshaw@ketchumidaho.org); Amanda Breen [ABreen@ketchumidaho.org](mailto:ABreen@ketchumidaho.org); Courtney Hamilton
[CHamilton@ketchumidaho.org](mailto:CHamilton@ketchumidaho.org); Jim Slanetz [jslanetz@ketchumidaho.org](mailto:jslanetz@ketchumidaho.org); Michael David
[mdavid@ketchumidaho.org](mailto:mdavid@ketchumidaho.org); Heather Burnett [heather@sunvalleyidahoproperties.com](mailto:heather@sunvalleyidahoproperties.com)
Subject: Bariteau Hotel Project

Good afternoon Mayor and Council Members,

First off, let us say thank you for all your continued efforts in running our cherished city of Ketchum. There are many issues facing the city and we appreciate all the time and consideration you show when determining its future. Public service is no easy job and we recognize the dedication and commitment you have all made on behalf of the citizens. Thank you.

We are writing today to express our support of Jack Bariteau and Jerry Blank's hotel development in the city. After many years, and many unforeseeable events that continued to stall the project, the time is now. Jack's record for developing some of the highest quality and well received commercial and residential properties in the Ketchum area speaks for itself. There is no doubt that with this development, construction, hotel and restaurant management team assembled, the new hotel will be a world class, five-star accommodation for our community. You have heard all the positive economic benefits that the city will gain, and there are many. We are all also aware of what could happen if this project does not move forward, and that outcome is certainly not in the cities best interest.

As business owners and long standing community members we are in full support of this project and ask that you approve the project. Let Jack and the Blank family build this hotel that the entire community will enjoy and be proud of.

Thank you.

Grady and Heather Burnett

Graydon Burnett
Associate Broker / Partner
Burnett Properties
Sun Valley LUXE Homes
Keller Williams Sun Valley Southern Idaho
333 South Main Street
Ketchum, ID 83340
208-622-7722 office
208-720-0906 cell
www.sunvalleyidahoproperties.com

My business is based on referrals from friends and clients like you. If you know someone who could benefit from my services, I would welcome the introduction. Your referrals are greatly appreciated!


BURNETT PROPERTIES sun valley luXe homes

## KELLERWILLIAMS <br>  <br> INTERNATIONAL

FW: P\&Z Meeting Regarding Harriman Hotel
Participate [participate@ketchumidaho.org](mailto:participate@ketchumidaho.org)
Mon 12/12/2022 11:19 AM
To: Heather Nicolai [HNicolai@ketchumidaho.org](mailto:HNicolai@ketchumidaho.org);Morgan Landers [MLanders@ketchumidaho.org](mailto:MLanders@ketchumidaho.org) Public comment.

LISA ENOURATO | CITY OF KETCHUM
Public Affairs \& Administrative Services Manager
P.O. Box 2315 | 191 Fifth St. W. | Ketchum, ID 83340
o: 208.726.7803 | f: 208.726.7812
lenourato@ketchumidaho.org | www.ketchumidaho.org

From: John Melin [johntmelin@gmail.com](mailto:johntmelin@gmail.com)
Sent: Monday, December 12, 2022 6:04 AM
To: Participate [participate@ketchumidaho.org](mailto:participate@ketchumidaho.org)
Subject: P\&Z Meeting Regarding Harriman Hotel
December 11, 2022

Planning \& Zoning Commission
City of Ketchum

## Re: Appellation Sun Valley / Harriman Hotel and Residences

Dear Commissioners:

I am writing to enthusiastically support the Appellation Sun Valley / Harriman Hotel and Residences Design Review Application that is on your December $13^{\text {th }}$ agenda. As we all know, this project has encountered many obstacles since its inception and original approval in 2008. It is a strong testament to Jack Bariteau's integrity and dedication that he has continued to invest considerable time and capital to create a beautiful addition to the gateway to Ketchum.

I have known Jack Bariteau since his days as a highly respected developer of many well-designed, successful projects in California. He brought the same quality and excellent design taste to what are today considered key landmark and high quality buildings in downtown Ketchum, including the Colonnade, the adjacent Christiania Building, and the extraordinary townhouse project located at 600 Second Street East. Jack is a student of timeless architecture and takes great pride in the design of his projects. Because of this, he always works with top-flight architects.

Jack's long-term investment ownership perspective is reflected in his 20 plus years of ownership of the retail and office portions of Colonnade and Christiania properties. It is his attention to design, details, and quality of construction that sets these properties apart and should give you the utmost confidence that the Harriman Hotel will be another landmark for Ketchum.

The renderings of the proposed hotel are exciting and will create a beautiful addition to the entry of Ketchum. The Appellation / Harriman hotel and the Limelight will be complementary to, but different from, each other. In reading the Staff Report and recommendations to your Commissior

I am mystified by the view that the beautiful wood timber butterfly-shaped roofs are not appropriate in our urban setting. In my opinion, the natural wood roof understructure, combined with the large windows, is the highlight of the architecture and consistent with contemporary mountain architecture. The fact that the interior has a warm and premium wood emphasis adds a lot of local "mountain" feeling to the project.

This project with its high-caliber design and premium quality will be a great addition to Ketchum and Main Street. I know that Mr. Blank and Jack Bariteau are in this project together for the long term. Let's let them work their magic and continue to elevate and add to the fabric of our unique and authentic community.

Respectfully,

John Melin

30 Year Ketchum Resident
Owner, Elephant's Perch
Owner, Ketchum Kitchens

FW: Harriman Hotel, Ketchum

## Participate [participate@ketchumidaho.org](mailto:participate@ketchumidaho.org)

Tue 12/13/2022 12:26 PM
To: Morgan Landers [MLanders@ketchumidaho.org](mailto:MLanders@ketchumidaho.org);Heather Nicolai [HNicolai@ketchumidaho.org](mailto:HNicolai@ketchumidaho.org)
Public comment.

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o: 208.726.7803 | f: 208.726.7812
lenourato@ketchumidaho.org | www.ketchumidaho.org

From: Preston Sargent [psargent@bailard.com](mailto:psargent@bailard.com)
Sent: Monday, December 12, 2022 5:52 PM
To: Participate [participate@ketchumidaho.org](mailto:participate@ketchumidaho.org)
Subject: Harriman Hotel, Ketchum

To whom it may concern,
My wife and I have been homeowners in Ketchum since 2006 and full-time residents for the past 10 and $1 / 2$ years.
I am writing to voice my support for the to-be-built Harriman Hotel in Ketchum.
Unfortunately, neither my wife nor I are able to attend the public Design Review Meeting tomorrow afternoon to show our support in person.
I have had an opportunity to study the updated design and plans... and it is beautifully and thoughtfully designed and will be a wonderful addition to Ketchum's hospitality and residential offerings.
It will also be an architecturally stunning and inviting and attractive "statement" at the entrance to our little town.
As I mentioned in an earlier letter of support, I've been in the real estate investment business for 39 years and know that it is always difficult to get financing (equity and debt) for a hotel.
This is especially so in a seasonal tourist-oriented mountain town in the northern Rockies.
It goes without saying that the financial crisis in the late 2000's followed by a deep recession, a hesitant recovery, and then a global pandemic followed by a recession and another recovery didn't make the job any easier!
Interestingly, and fortuitously for the Harriman, Ketchum has become a bit less "seasonal" over the past several years than it has historically been.
With the changes to Ketchum and the Wood River Valley brought on by the pandemic, I think that the Harriman will be even more easily "digested" by Ketchum than it may have been 12 , 8 , or even 4 years ago.
I have always been supportive of the Hotel... and remain so.
No one expected it to take this long to get the Harriman capitalized... but we are where we are and Jack Bariteau has secured the debt and equity capital he needs to get the project built and up and running from a committed and financially strong source.
It would be a tragedy and a travesty to deny and/or delay him from moving forward with the Harriman at this time.
Kind regards,
Preston

## Preston R. Sargent

T: 6506555877
M: 2069998295

FW: New Harriman Hotel

## Participate [participate@ketchumidaho.org](mailto:participate@ketchumidaho.org)

Mon 12/12/2022 11:16 AM
To: Heather Nicolai [HNicolai@ketchumidaho.org](mailto:HNicolai@ketchumidaho.org);Morgan Landers [MLanders@ketchumidaho.org](mailto:MLanders@ketchumidaho.org)
Public comment.
LISA ENOURATO | CITY OF KETCHUM
Public Affairs \& Administrative Services Manager
P.O. Box 2315 | 191 Fifth St. W. | Ketchum, ID 83340
o: 208.726.7803 | f: 208.726.7812
lenourato@ketchumidaho.org | www.ketchumidaho.org
-----Original Message-----
From: Steve Myers [smyers4fun@gmail.com](mailto:smyers4fun@gmail.com)
Sent: Sunday, December 11, 2022 8:28 PM
To: Participate [participate@ketchumidaho.org](mailto:participate@ketchumidaho.org)
Subject: New Harriman Hotel

Dear P \& Z Commission,
For the betterment of our city of Ketchum, please approve the building of a wonderful hotel, that we've been waiting way to long to be built. The majority of citizen's in the greater Ketchum, Sun Valley \& Hailey areas want to see this wonderful hotel built \& built without further delay. You have delayed this project way beyond an acceptable time frame \& it is time now for final approval.

Sincerely, Steve Myers
Sent from my iPad

FW: SVED Support for Harriman Hotel with P\&Z
Participate [participate@ketchumidaho.org](mailto:participate@ketchumidaho.org)
Tue 12/13/2022 12:25 PM
To: Morgan Landers [MLanders@ketchumidaho.org](mailto:MLanders@ketchumidaho.org);Heather Nicolai [HNicolai@ketchumidaho.org](mailto:HNicolai@ketchumidaho.org)
Public comment.
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o: 208.726.7803 | f: 208.726.7812
lenourato@ketchumidaho.org | www.ketchumidaho.org

From: Harry Griffith [harry@sunvalleyeconomy.org](mailto:harry@sunvalleyeconomy.org)
Sent: Tuesday, December 13, 2022 10:23 AM
To: Participate [participate@ketchumidaho.org](mailto:participate@ketchumidaho.org)
Subject: SVED Support for Harriman Hotel with P\&Z
SVED supports the proposed Harriman Hotel project. Our main rational for supporting this project are the positive economic impacts on our community in terms of:

Incremental investment
Needed hotel product
Job creation
Increased tax base
Downtown district improvement
The staff report focuses on design parameters which have a bearing on the economic viability of the project. Every proposed change, no matter how small takes time, has knock on effect and ultimately costs the developer money.

In our view, the concerns about upper levels and elevator \& staircase overruns are not at all meaningful given the height and setbacks and lack of visibility from street and nearly all other observation points across town. Landscaping changes needed as a result of subsequent Hwy 75 plan changes by ITD are a best-efforts attempt by the developer to respond to new circumstances outside their control. Staff comments about the facade seem, I am sorry to say, very nit-picky. Buildings like this cannot be re-designed by committee. The Harriman architects have spent years on this project thinking through community impacts and value engineering. For staff to raise comments like this is OK; for the project to be delayed further on the minutia of the changes is not.

We strongly disagree with the Staff recommendation that this review be continued to another meeting. Enough is enough. Lets get this project out of planning and (all the way) into the ground.

## Harry Griffith

Executive Director, Sun Valley Economic Development
www.SunValleyEconomy.org

## FW: Appellation Hotel Design Review

Planning and Zoning [planningandzoning@ketchumidaho.org](mailto:planningandzoning@ketchumidaho.org)<br>Tue 12/13/2022 11:26 AM<br>To: Morgan Landers [MLanders@ketchumidaho.org](mailto:MLanders@ketchumidaho.org);Suzanne Frick [sfrick@ketchumidaho.org](mailto:sfrick@ketchumidaho.org)<br>Public Comment

From: Tom Drougas [tdrougas@gmail.com](mailto:tdrougas@gmail.com)
Sent: Tuesday, December 13, 2022 10:48 AM
To: Planning and Zoning [planningandzoning@ketchumidaho.org](mailto:planningandzoning@ketchumidaho.org)
Subject: Appellation Hotel Design Review

Morgan et al:

Upon review of the Staff report, following are my comments for consideration by the Commission in its review and deliberation of the Design Review Application:

1. This is a unique application in view of the Settlement Agreement and the prior history of 2008 Design Review Approval, issuance of building permit, off-site infrastructure investment, workforce housing investment, and most significantly the level of scrutiny due the location, scale, and duration of the project. Based upon these factors alone the review and deliberations of the Commission should be expedient.
2. Staff comments comparing the approved 2008 design and the pending design are rigorous and granular in detail. While I appreciate the thoughtful content of Staff comments, my comparison of the visual changes from the perspective of a typical viewer of the project, whether a local resident or a visitor, concludes the changes are not substantive. Rather, the changes indicate an evolution of the architectural detail over 14 years to a more compatible contextual aesthetic with the town as it has matured, refinement of materials driven by sustainability, and financial modeling according to market demand. This application is the product of talented and competent architects, and a developer who have proven project precedent, and most significantly a capital resource in the Blank family with true roots and love for our community.

My professional experience prior to serving on the Ketchum P\&Z was in commercial investment real estate, and have since had the privilege of working with design professionals on a variety of resort development projects. I've experienced personally as a developer the financial outcome is fraught with the risk of unforeseen events, as was the case with this project, but the long term benefits to the community of a well designed project are a lasting reward. The multiple benefits of this project have been clearly stated in the application.

I strongly support approval of the project with only minor changes agreed upon with the applicant, with the most weight placed upon the comments of Commissioner Moczgemba based upon her qualifications as an architect. Time to get this done and fill the hole with life!

Respectfully,

Tom Drougas

Tom Drougas/ Owner/Broker
Sun Valley Real Estate LLC
CHRISTIE'S INTERNATIONAL REAL ESTATE
300 N. Main Street
Ketchum Idaho, 83340-2277
(208) 7206089 Mobile
tdrougas@gmail.com
www.sunvalleyrealestate.com


[^0]:    Commissioner Neil Morrow

[^1]:    Service Request Number: 00374366
    TRAIL CREEK FUND LLC-OH TO UG ALONG HWY 75 FOR AUBERGE HOTEL

[^2]:    Ryan N. Adelman, PE
    Idaho Power Company
    Regional Manager, South-East Region

    cc: Suzanne Frick, Ketchum City Administrator (email) Dan Olmstead, Idaho Power Company, Community Relations Representative (email) Jori Tate, Idaho Power Company, Area Manager (email)<br>Cyndi Bradshaw, Idaho Power Company, Senior Distribution Designer (email)

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