



CITY OF KETCHUM, IDAHO

CITY COUNCIL

Monday, October 03, 2022, 4:00 PM
191 5th Street West, Ketchum, Idaho 83340

AGENDA

PUBLIC PARTICIPATION INFORMATION

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You will find this option on our website at www.ketchumidaho.org/meetings.

If you would like to comment on a public hearing agenda item, please select the best option for your participation:

1. Join us via Zoom (*please mute your device until called upon*).
Join the Webinar: <https://ketchumidaho-org.zoom.us/j/82748105651>
Webinar ID: 827 4810 5651
2. Address the Council 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: By Mayor Neil Bradshaw

ROLL CALL:

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

COMMUNICATIONS FROM MAYOR AND COUNCILORS:

1. Domestic Violence Awareness Month Proclamation
2. Public comment submitted to City of Ketchum

CONSENT AGENDA:

City Council is asked to approve the following listed items by a single vote, except for any items that a Councilmember asks to be removed from the Consent Agenda and considered separately.

3. Recommendation to approve minutes of September 13, 2022 - Interim City Clerk Lisa Enourato
4. Recommendation to approve minutes of September 19, 2022 – Interim City Clerk Lisa Enourato
5. Authorization and approval of the payroll register – Treasurer Shellie Gallagher

- [6.](#) Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills – Treasurer Shellie Gallagher
- [7.](#) Recommendation to appoint Trent Donat as City Clerk/Business Manager – Mayor Neil Bradshaw
- [8.](#) Recommendation to approve road closure for special event – Events Manager Eryn Alvey
- [9.](#) Recommendation to approve modified easement 22780 with Idaho Power for Little Park – Director of Planning and Building Suzanne Frick
- [10.](#) Recommendation to approve Right-of-Way Encroachment Agreement 22804 with Idaho Power for underground power lines in the city right of way – Senior Planner Morgan Landers
- [11.](#) Recommendation to approve Purchase Order #23013 with Western States CAT - Water Utilities Supervisor Gio Tognoni
- [12.](#) Recommendation to approve Task Order 22107 with Superbloom – City Administrator Jade Riley
- [13.](#) Recommendation To Enter into Contract 23012 with Mountain Rides Transportation Authority - City Administrator Jade Riley
- [14.](#) Recommendation To Enter into Contract 23010 with Friends of the Sawtooth Avalanche Center - City Administrator Jade Riley
- [15.](#) Recommendation To Enter into Contract #23014 with Mountain Humane - City Administrator Jade Riley
- [16.](#) Recommendation to approve second amendment to independent contractor agreement #22038 with Carissa Connelly - City Administrator Jade Riley
- [17.](#) Recommendation to approve amended and reinstated Ground Lease #22805 with Ketchum Community Development Corporation for Bluebird Village - City Administrator Jade Riley

NEW BUSINESS:

- [18.](#) Update on Highway 75 (Elkhorn Road to River Street) design and transportation improvements – City Administrator Jade Riley and Idaho Transportation Department Project Manager Nathan Jerke
- [19.](#) Presentation and discussion regarding Warm Springs and Main Street transportation improvements – City Administrator Jade Riley and Cameron Waite (HDR)
- [20.](#) Recommendation to Approve Easement and Encroachment Agreement 22790 for the dedication of a 15-foot public access and utility easement and placement of driveway pavers with snowmelt in said easement at 203 Garnet Street - Senior Planner Morgan Landers
21. Monthly Housing Update - Housing Strategist Carissa Connelly

PUBLIC HEARING:

- [22.](#) Recommendation to hold a public hearing and approve the Warm Springs Ranch Lot 10A Lot Line Shift Final Plat & Findings of Fact, Conclusions of Law, and Decision – Associate Planner Adam Crutcher
- [23.](#) Recommendation to hold a public hearing, review, and conduct a second reading of Interim Ordinance 1234 amending certain sections of Title 16 and Title 17 of the Ketchum Municipal Code - Senior Planner Morgan Landers

EXECUTIVE SESSION:

ADJOURNMENT:



City of Ketchum

Domestic Violence Awareness Month Proclamation

- Whereas,** domestic violence remains a pervasive issue across Blaine County, the United States and the world with implications for personal and community health; and
- Whereas,** one in every four women will experience domestic violence during her lifetime; one in every five women will experience sexual assault in her lifetime; and one in seven men have had abusive or unwanted sexual experiences in their lifetime; and
- Whereas,** the crimes of domestic and sexual violence violate an individual's privacy, dignity, security, and humanity due to the systematic use of physical, emotional, sexual, psychological, and economic control and/or abuse; and
- Whereas,** victims of violence should have access to medical and legal services, counseling, emergency and transitional housing, and other supportive services so that they can safely escape the cycle of abuse; and
- Whereas,** every day in Blaine County individuals and organizations play a part in supporting people impacted by domestic violence, providing services including therapeutic, legal, educational, housing, advocacy, and medical services; and
- Whereas,** Ketchum, has a moral obligation to work to prevent domestic violence, address its brutal and destructive effects and make ending domestic violence a local priority.

NOW THEREFORE, I, Neil Bradshaw, Mayor of the City of Ketchum, do hereby proclaim the month of October 2022 as Domestic Violence Awareness Month, and recognize the survivors and victims of abuse whose courage inspires us all. We recommit to offering a helping hand to those most in need, and we remind them that they are not alone.

Lisa Enourato

From: Russell Train <trainrussell@gmail.com>
Sent: Monday, September 19, 2022 3:59 PM
To: Participate
Subject: Ordinance 1234

Dear Ketchum City Government,

I hope everyone is having a great Monday. My name is Russell Train and I've been living in Ketchum for 8 years now. 2 years ago I bought a condo in the Prospector.

I bring up Prospector with respect to Ordinance 1234 as it is a great example of how density can work well for Ketchum and I believe that Ordinance 1234 is reasonable way the city can encourage more project like Prospector and also ensure that developments like Prospector aren't turned into large custom homes for the ultra wealthy.

Please take the email as a Ketchum Voter's support for Ordinance 1234.

Best,
Russell

--

Russell Train

Tel: 202-210-2379
Email: trainrussell@gmail.com

Lisa Enourato

From: Robin Hagenau <robinsunvalley@gmail.com>
Sent: Friday, September 23, 2022 11:41 AM
To: Participate
Subject: Warm Springs Preserve

Regarding the plans for water usage for Warm Spring Preserve. Having been active in the attempt to control knapweed in Blaine County and the National Forest, I have learned that there is only one effective way to control knapweed in an area in which it has had years of neglect and where toxic chemical application is not an option (dry areas of the Preserve). Note that the mowing has only produced shorter plants which still go to seed later in the season. Mowing possibly produces a false sense of control because the short plants are less visible.

There is a path to effective control. Please consider that after a limited number of years of INCREASED irrigated land in the currently dry areas, knapweed would be effectively eliminated. or reduced to a problem that might be controlled by June work parties. After those few years, the irrigation of the restored natural area could be finally eliminated.

The seasonal meander in the natural area will not, as some planners seem to believe, control the knapweed. Evidence of this is in the spring-wet and summer-dry areas of the Bigwood River. Ask any fishing guide! The temporary expense and water this would require should pay off very effectively in a few years.

Observation would suggest that this plan would also control most other noxious dry land weeds until the land could go naturally dry successfully.

Thank you for your serious attention and further research of this idea.

Robin Hagenau

Lisa Enourato

From: James Hungelmann <jim.hungelmann@gmail.com>
Sent: Monday, September 26, 2022 1:18 AM
To: martha.burke@haileycityhall.org; kaz.thea@haileycityhall.org; heidi.husbands@haileycityhall.org; Sam Linnet; Juan Martinez
Cc: Neil Bradshaw; Jim Slanetz; Governor@gov.idaho.gov; Courtney Hamilton; Michael David; Amanda Breen; Participate; Dick Fosbury; Angenie McCleary; Representative Muffy Davis; Janice McGeachin; mdavis@co.blaine.id.us; phendricks@sunvalleyidaho.gov; Michelle Griffith; Keith Saks; jconard@sunvalleyidaho.gov; bdufur@sunvalleyidaho.gov; kgoldman@bellevueidaho.us; dbrown@bellevueidaho.us; smahoney@bellevueidaho.us; Chris Johnson; jrangel@bellevueidaho.us; rleahy@bellevueidaho.us; Greg Foley; Eric Valentine; lisa.horowitz@haileycityhall.org; Keith Roark; Stone Lara; Amber Larna; Dan Turner; Blanca Romero
Subject: EVERYTHING YOU NEED TO KNOW about JUDGE NYE'S DISMISSAL OF HAILEY MASKING LAWSUIT (September 2022)

EVERYTHING YOU NEED TO KNOW ABOUT IDAHO FEDERAL JUDGE NYE'S DISMISSAL of the Hailey, Idaho anti-masking lawsuit and his award of attorney's fees against plaintiffs for "frivolous and unfounded pursuit" of the lawsuit:

1

The decision is an affront to the intelligence, integrity, and bona fide motivations of plaintiffs and good Idahoans everywhere; a blow to the constitutionally and statutorily guaranteed rights of parents to protect self and children; and a grave threat to free speech and dissent at the heart of American democracy.

2

It is not the law anywhere in Idaho - and it never will be.

3

It is binding only on the plaintiffs in this lawsuit. Everyone else in Idaho and all of America may look upon it with interest but is free to completely disregard it.

4

It does not constitute binding legal precedent anywhere. It does not bar other plaintiffs from suing on the same or similar factual circumstances and legal grounds. All federal and state courts in Idaho and around the US may freely disregard it.

5

Judge Nye's finding of "frivolous pursuit" is wildly inconsistent with fact and law. "Frivolous and unfounded" is a standard reserved for abusive circumstances involving legal incompetence or bad faith. As a matter of law, parents' sincere efforts to utilize legal process in defense of the health and life of themselves and their children, in protection of their inalienable and constitutionally guaranteed right to breath unobstructed, may never be deemed "frivolous".

6

The "precedent" that Judge Nye refers to, in the form of various decisions from other federal district courts in America that have sanctioned government masking, is, as a matter of law, not legally binding on plaintiffs. Judge Nye insists thusly:

There is nothing unique or different about this case compared to the numerous failed cases brought previously on similar grounds that would have caused Plaintiffs to expect a different outcome.

. . . [A] lack of legal precedent at the appellate level is not conclusive to determining whether attorney fees are unwarranted when numerous district courts around the country had already dismissed similar claims *before* Plaintiffs brought suit, and before oral argument.

At the time of the filing, Plaintiffs were aware-or should have been aware-of the long line of cases in which numerous courts had struck down the same or similar reasoning, providing Plaintiffs with sufficient notice that wearing a mask does not violate a fundamental liberty interest.

However, the law is clear: No decision of any district court in the 94 US judicial districts is ever “binding” on any other court. Even decisions of the 13 federal circuit courts of appeal are legally binding only on the federal district courts within their own circuit. Consequently, Hailey Plaintiffs were free to disregard those cited cases from other federal district courts and to pursue similar cause of actions in the Idaho court, without any threat of punishment or sanctions such as any award of attorney’s fees.

In fact, federal jurisprudence is founded on the notion that conflicts in decisions will develop and will persist, between district and circuit courts. When two or more circuit courts of appeals issue conflicting rulings on the same or similar fact situation and legal issues, on rare occasions the US Supreme Court may exercise discretionary review of such conflict between the circuits, on a Writ of “Certiorari”. In such a case, the High Court’s final decision becomes the law of the land, binding on all federal courts, and in the case of constitutional or other questions, binding on state courts as well.

Importantly, a lawyer is ethically duty-bound to zealously pursue his client’s cause, which certainly may include pursuing all legitimate causes of action not barred by higher authority. No such higher authority existed in this case, such that plaintiffs’ pursuit of a cause rejected in other federal district courts was completely appropriate, not grounds for severe sanctions as Judge Nye imposed.

7

Despite Judge Nye’s contention, there is no US Supreme Court precedent which Hailey Plaintiffs violated.

Judge Nye:

Supreme Court precedent has unquestionably upheld state and local government authority to enact public health orders more stringent than a public mask mandate. *See Jacobson v. Massachusetts*, [197 U.S. 11](#) (1905) (upholding a city regulation, promulgated in the midst of an epidemic pursuant to a state statute, mandating that all inhabitants of the city of Cambridge be vaccinated against smallpox or face a criminal penalty in the form of a fine); . . .

Jacobson must be exposed as a worn-out relic from primitive judicial yesteryear that provides no precedent for government-imposed masking. Mr. Jacobson was an individual who for health reasons refused smallpox vaccination that was mandated for all adults by **local health authorities**. The Supreme Court upheld Jacobson’s “conviction” in state court for refusal to submit, adopting the prevailing view that universal vaccination was necessary to protect society. However, the only derivation Mr Jacobsen suffered was of a “property” interest of relatively minor value, by a fine of \$5, equivalent to \$167 today. He was not threatened nor was he “deprived” of life or liberty or any inalienable rights in any way. He was not forced to be vaccinated; he was not jailed; he was not denied gainful employment, the right to travel freely, nor access to public establishments. Nor was he forced to mask up and endure choked-out and poisoned breathing.

Constitutionally, a law depriving minor property interests such as in *Jacobsen* requires only a “rational basis” for its justification. By contrast, a law imposing grave deprivations of life and liberty and inalienable rights such as free and unrestricted breathing demands the strictest of court scrutiny, which Judge Nye failed to exercise as he found government-forced masking to be constitutionally insignificant:

The relatively simple and unintrusive [sic] requirement that citizens wear a mask to protect their own health, and the health of others, does not rise to the level of forced human experimentation or violate any fundamental rights in violation of the United States Constitution.

None of the rights at issue are fundamental.

However, to the sincere, sane and free Idahoan, and to immense numbers of health care professionals, government masking is a vile measure that serves only to subjugate, sicken, cripple and early-kill all users with sustained use.

8

It is important to note that Judge Nye’s decision threatens to wrongly embed “covid as reality” in the public consciousness, but not one aspect of the “core covid narrative” withstands the simplest of evidentiary scrutiny, specifically,

1. that there is a “covid-19” coronavirus with many variants that cause “covid disease”;
2. that the disease is spreading through communities via person-to-person “contagion”;
3. that covid testing, officially reported “incidence rates” and “moving averages” are meaningful and accurate;
4. that what are being reported as “covid symptoms” and ‘covid casualties” are caused principally by covid-19 and its many claimed variants and not in any significant way by any other factors worthy of investigation;
5. that masking is a safe and effective “health protection measure” that is essential to mitigate the spread of covid and that does not interfere with any fundamental constitutional rights; and,
6. that covid “vaccines” reduce the spread and risk of “covid disease” in the community and do not recklessly endanger and sicken, cripple and kill people *en masse*.

The Due Process case purporting to justify exceptionally invasive “health measures” has never been put on in a court of law because it could never be sustained. From the start, all state and local “covid orders” like masking and distancing were so constitutionally flawed as to be legally *void ab initio*, of no legal consequence, and therefore to be disregarded with impunity by all.

What is emerging today, in plain public view, is the shocking reality of covid-19 as the greatest criminal enterprise in the history of the United States and involving fraud, racketeering and mass human casualties, and effectuated in Idaho through wildly illegal “emergency” orders of the governor and his collaborating attorney general, mayors, city councilors and school boards. (See for example, *Idaho covidScam – Law, Ethics, Sanity and Survival*.)

9

Wrongful adoption by government authorities of that “core covid narrative” also has served to block inquiry into other factors that must be strongly suspected of causing serious deterioration of public health.

Common sense, sanity and the rule of law demand that masking and vaccination should be examined as likely principal causes of sickness and death today. Many scientific and medical experts insist that sustained masking, which by its nature creates an oxygen-deficient and poisoned air supply, is a major contributor to what are being called “covid casualties” as well as other devastating illnesses ranging from viral respiratory infections to

seizures, heart attacks and strokes. The same with respect to vaccinations: Many Idaho professionals are convinced that “vaccine” casualties will be astronomical and worsening with every booster, yet certain to be called “covid casualties” by those with the vested interests.

Moreover, the 5G Fast push across Idaho and all of America has peaked during the time of the “pandemic”. Activities of “telecoms” were given preferential treatment by the government as “Essential” to pursue at the same time when many Idaho businesses were shut down or seriously interfered with due to the alleged “covid threat”. Considering the immense concern today about 5G safety, a sane society would insist on understanding the nature of greatly expanded installations now in place, what health concerns they represent, and what protective measures may be appropriate. So far, covidScam collaborators in state and local government have blocked all such citizen inquiry.

10

Lastly, Benjamin Franklin emphasized that the first responsibility of every citizen is to challenge authority. It takes great courage for Americans to stand up and seek to defend and protect, and to put their names as party of record on such a lawsuit. As it turns out, even in the face of unprecedented threat coming from every branch of government today, many good Idahoans will not be intimidated, but rather will redouble their efforts to protect the health, lives and freedom of themselves and their children.

Breathe Free, Idaho, Forever.

Respectfully,

James Hungelmann

Ketchum

Lisa Enourato

From: Amanda Breen
Sent: Thursday, September 29, 2022 7:13 AM
To: Lisa Enourato
Subject: Fwd: Post Office

Public comment.

Sent from my Verizon, Samsung Galaxy smartphone
Get [Outlook for Android](#)

From: Roland Wolfram <rpwolfram@mac.com>
Sent: Wednesday, September 28, 2022 9:47:41 PM
To: Amanda Breen <ABreen@ketchumidaho.org>
Subject: Post Office

Keep pushing.

I am a Sun Valley resident, but you are on to something big. The post office charges like we are opting for a PO box (as if it is a service), when in fact we are forced by them to accept a lower level of service and pay through the nose. And they keep increasing the prices as a moneymaker.

roland

Lisa Enourato

From: jim Garrison <jim.d.garrison@outlook.com>
Sent: Friday, September 30, 2022 12:28 PM
To: Participate
Subject: 1234

Strongly disagree with condo s.f. limitations.

Makes no long term or short term sense - does not add housing or restrict development of affordable units.
Offset to high cost to include rental units and retail groundfloor space.

A square footage limitation will increase develop and construction costs for all projects wanting to include apartment rental units.

Remove this provision.

Thank you,
Jim Garrison

Lisa Enourato

From: Jeff Jensen <jeff@jensenconsult.com>
Sent: Friday, September 30, 2022 4:07 PM
To: Participate
Subject: Ordinance 1234

Gentlemen,

I disagree with this approach to the housing issue.

The taking of existing owners' values with the "hope" of fixing a major problem is not "problem solving".

Property owners' values are based on current and historical allowances whether they are being used currently or in the future. These owners should not be punished by "taking" away their current property rights.

This is inherently unfair and should not be allowed.

Real estate investments are almost always long-term trades/investments.

Current owners are getting caught in a situation where the city is quickly reacting to a long term existing problem.

Owners are caught having no easy option to preserve their value, which is tied up in an asset that typically does not trade quickly.

Even 2 years ago (short real estate hold time), nobody ever envisioned the city gutting the property rights of existing property owners with "hopes" of solving a housing issue.

You need to produce a real solution that does not punish current owners.

Sincerely,

Jeff Jensen

Lisa Enourato

From: James Hungelmann <jim.hungelmann@gmail.com>
Sent: Monday, October 3, 2022 8:47 AM
To: Neil Bradshaw; Jim Slanetz; Michael David; Amanda Breen; Courtney Hamilton; Participate
Cc: Suzanne Frick; Jade Riley
Subject: PUBLIC COMMENT Ketchum City Council Meeting October 3 2022

Public Comment

Agenda Item 1
Object to Proclamation “Domestic Violence Month”

From March 2020, this mayor and council have presided over most savage human rights beating in Idaho history, imposing without due process masking that has choked out and poisoned the masses, triggering physical and mental anguish and directly causing anguish and suffering that has translated into mass casualties and triggering hugely increased tension conflicts and violence

Even worse, the phony and filthy vaccine agenda is a high crime of predators and their sycophants with mass casualties going down hard now all around us, good people now in grave fear. This mayor and council must reach out to the wonderful resources of this community for cures and comfort for the ever expanding Class of the covidBeaten, certainly not just to what many now call the medical-pharma cartel that so many now hotly insist got us into this Fine Mess.

It is incumbent on his mayor and council to reverse course, to face reality and their own responsibility for the violence being inflicted.

To proclaim awareness as indicated by this “Proclamation” is but a fraud by which The Wrecking Crew seeks to hide their own vicious torts and or crimes, typical of its privations and predations of the past, eg, Mental Health Awareness Month, Hispanic Appreciation Month, “Pride” (aka to some “Shame”) Month – Each nothing but a goody two-shoed scam intended to distract from and hide high crimes.

Agenda Item 26.
Object to Interim Ordinance 1234 as false/fraudulent and worthless.

WHEREAS, any alleged problem with “workforce housing” is self-inflicted caused by wildly illegal orders and measures of this Wrecking Crew connected with what is being acknowledged by the public as Idaho covidScam, that has triggered flight of people from neighboring states like CA, OR and WA run by cheap-suited, pretty boy and girl racketeers posing as governors illegally imposing government choke out and poison agendas and ruining the lives and futures for all Idahoans. Rather than stay at home and drive the predator-imposters from office, and protect their otherwise absolutely stunningly wonderful homelands, these folks have chosen to come piling into wide-open Idaho, pushing and shoving, driving up property values and rents and crushing hopes and aspirations and ruining lives of hard-working long-time Idahoans,

WHEREAS, this mayor and council have flaunted the 2014 Ketchum Comprehensive Plan at every step such that the mere mention is an insult to the public.

WHEREAS, the term “sustainability” as used by this mayor and council and sycophants is nothing but deceptive maneuvering designed to promote stumbled agendas that translates to Sustainable Doom for the populace.

WHEREAS, businesses in Ketchum and all their employees have suffered immensely from the covidBashing of this mayor and council, including being forced even to shut down and curtail numbers of customers and choke out and poison defenseless workers - all scam measures ruining health and economic well-being.

WHEREAS, all the City housing data and conclusions including “Housing Action Plan ” are wildly false and misleading, self-serving rubbish that must be rejected by a covid beaten and bashed Ketchum public. Here is the deal: Get government covidFreak to back off all mention of covid, get the fouled government mitt off the face of the public, and Ketchum will be All Good. Nada mas. Get it?

WHEREAS, the allegation of Emergency! Need for city government to the rescue is but more filth and phony to be distrusted and rejected by all.

WHEREAS, when “the City conducted a community workshop to gather additional feedback”, it was told clearly, ’Back it down boys and girls, you are ruining our city and county, you are way over your heads and out of your most minor of leagues.’

WHEREAS, this mayor and council since Day One of covidScam (March 2020) have ridden roughshod over local and state ordinances and laws, such that their mere mention of what Idaho Code Section 67-6524 as grounds for anything is an insult, to be derisively and firmly rejected by the sane public.

WHEREAS, everything coming from the State of Idaho and the Idaho Housing and Finance Association proposal is under challenge as self-serving rubbish to be run to the waste bin.

WHEREAS, this community must reject all filthy lucre being offered by Government Man that will serve only to further filthily flaunt the Rule of Law and irreversibly ruin the character of Ketchum and Blaine County.

NOW THEREFORE, to the Wrecking Crew, their sickly self-serving sycophants, the cowering-for-cover mountain “press”, and The Blaine Pretender everywhere:

We are onto you. The Rule of Law will prevail. The only emergency we have going on is you have not yet been Run. Tear up your limp-minded Proclamation and Interim Ordinance and abide strictly by the laws and ordinances on the books. Or, as Ted Nugent belted out at the Western Idaho Fairgrounds, “Get the F out of Idaho!” (Remember? Hoo-ah.)

And,
Breathe Free, Idaho, forever!

I hope you understand.

Sincerely,

James Hungelmann

Ketchum



CITY OF KETCHUM
SPECIAL MEETING MINUTES OF THE
CITY COUNCIL AND PLANNING AND ZONING COMMISSION
Monday, September 13, 2022

CALL TO ORDER: *(00:00:08 in video)*

Mayor Bradshaw called the meeting of the Ketchum City Council to order at 4:30 p.m.

Roll Call:

Mayor Neil Bradshaw

Courtney Hamilton

Michael David (via teleconference)

Jim Slanetz

Amanda Breen

Neil Morrow

Brenda Moczygemba

Tim Carter

Spencer Cordovano

Also Present:

Jade Riley - City Administrator

Lisa Enourato – Interim City Clerk

CONSENT AGENDA: *(00:01:08 in video)*

Minutes of the Planning and Zoning Commission Meeting of August 9, 2022.

Continues to September 27, 2022.

NEW BUSINESS:

Warm Springs Preserve Master Plan *(00:01:53 in video)*

Presentation by Superbloom and Rio ASE regarding concept design and summary of results from 12 Open Houses.

PUBLIC COMMENT

Susie Michael *(00:42:32 in video)*

Annie Corrock *(00:54:42 in video)*

Sally McCollum *(00:57:38 in video)*

Council-Commission Comments

Courtney Hamilton *(01:14:23 in video)*

Spencer Cordovano *(01:14:02 in video)*

Amanda Breen *(01:21:27 in video)*

Neil Morrow *(01:27:12 in video)*

Tim Carter *(01:31:54 in video)*

Jim Slanetz *(01:36:00 in video)*

Brenda Moczygemba *(01:41:22 in video)*

Michael David *(01:46:12 in video)*

Carter Cox expressed the donor point-of-view on supporting different projects. She noted the groomed Nordic Trail was a naming opportunity for the Preserve.

City Administrator Jade Riley noted the recreation planner for the BLM is available for this project.

Commissioner Cordovano noted the lack of bike parking and shortage of parking.

Riley also noted the preference for flush toilets, as opposed to Forest Service “pit” toilets, due to the high usage numbers in the park.

ADJOURNMENT:

Motion to adjourn at 6:40 p.m.

Motion made by Neil Morrow; Seconded by Neil Bradshaw.

Ayes: Amanda Breen, Michael David, Courtney Hamilton, Jim Slanetz, Brenda Moczygemba, Tim Carter, Spencer Cordovano.

Nays: None

Mayor Neil Bradshaw

Neil Morrow, PZ Chair

Interim City Clerk Lisa Enourato



CITY OF KETCHUM
MEETING MINUTES OF THE CITY COUNCIL
Monday, September 19, 2022

CALL TO ORDER: *(00:00:09 in video)*

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

Roll Call:

Mayor Neil Bradshaw
Courtney Hamilton
Michael David (via teleconference)
Jim Slanetz
Amanda Breen

Also Present:

Jade Riley - City Administrator
Lisa Enourato – Interim City Clerk
Shellie Gallagher – Treasurer
Suzanne Frick – Director Planning and Building

COMMUNICATIONS FROM MAYOR AND COUNCILORS:

Mayor Bradshaw noted that over \$300,000 in cash and gift cards have been received for the victims of the Limelight Condo Fire. He also noted the work done by the Bald Mountain Stewardship Project to remove dead trees from the mountain, creating some new ski runs, reduce fire hazard, and creating a healthier forest.

AMENDED AGENDA *(00:02:30 in video)*

Agenda amended to add item 16 to the Consent Agenda.

Motion to approve the Amended Agenda.

Motion made by Amanda Breen; Seconded by Courtney Hamilton.

Ayes: Amanda Breen, Michael David, Courtney Hamilton, Jim Slanetz.

Nays: None

CONSENT AGENDA: *(00:03:22 in video)*

Council discussed heated driveways and energy usage.

Motion to approve the Consent Agenda items 9, 10, 16. *(00:16:33 in video)*

Motion made by Amanda Breen; Seconded by Michael David.

Ayes: Amanda Breen, Michael David, Neil Bradshaw

Nays: Courtney Hamilton, Jim Slanetz.

Motion to approve the Consent Agenda items 2 - 8 and 11 - 15. (00:35:05 in video)

Motion made by Courtney Hamilton; Seconded by Jim Slanetz.

Ayes: Amanda Breen, Michael David, Courtney Hamilton, Jim Slanetz.

Nays: None

PUBLIC HEARING

17. Second Reading of Ordinance 1242, amending Chapter 10.05.03 (Traffic Authority) of the Ketchum Municipal Code (00:35:30 in video)

Public Comment:

No Public Comments

Motion to waive Third Readings of Ordinance 1242 and read by title only.

Motion made by Jim Slanetz; Seconded by Amanda Breen.

Ayes: Amanda Breen, Michael David, Courtney Hamilton, Jim Slanetz.

Nays: None

Second Reading by Lisa Enourato. (00:38:12 in video)

Motion to approve Ordinance 1242 and read by title only.

Motion made by Courtney Hamilton; Seconded by Amanda Breen.

Ayes: Amanda Breen, Michael David, Courtney Hamilton, Jim Slanetz.

Nays: None

18. Recommendation to hold a public hearing, review, and conduct a first reading of Interim Ordinance 1234 amending certain sections of Title 16 and Title 17 of the Ketchum Municipal Code. (00:38:47 in video)

Public Comment:

Jim Laski (00:57:33 in video)

Brenda Moczygemba (01:01:20 in video)

Tom Drougas (01:04:22 in video)

Motion to approve the First Reading of Interim Ordinance 1234 as read by Title only and schedule for second reading. (01:49:40 in video)

Motion made by Courtney Hamilton; Seconded by Jim Slanetz.

Ayes: Amanda Breen, Michael David, Courtney Hamilton, Jim Slanetz.

Nays: None

First Reading by Lisa Enourato. (01:50:07 in video)

NEW BUSINESS:

EXECUTIVE SESSION *(01:51:01 in video)*

Motion to move to executive session pursuant to Idaho Code §74-206(1)(f) to communicate with legal counsel on pending, imminent, or threatened litigation.

Motion made by Amanda Breen; Seconded by Jim Slanetz.

Ayes: Amanda Breen, Michael David, Courtney Hamilton, Jim Slanetz.

Nays: None

ADJOURNMENT:

Motion to adjourn at 6:00 p.m.

Motion made by Courtney Hamilton; Seconded by Amanda Breen.

Ayes: Amanda Breen, Michael David, Courtney Hamilton, Jim Slanetz.

Nays: None

Mayor Neil Bradshaw

Interim City Clerk Lisa Enourato

Report Criteria:

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

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
GENERAL FUND				
01-2300-0000 DEPOSITS-PARKS & EVENTS				
KELLER, NADINA	CR 091922	SECURITY DEPOST REFUND-PARK RESERVATION	250.00	
01-3700-3600 REFUNDS & REIMBURSEMENTS				
THE PAPOOSE CLUB	CR 092722 02	PANCAKE BREAKFAST REFUND	800.00	
WIGDALE, JOHN	CR 091522	RETURNED BUILDING PERMIT FEES	257.00	
Total :			1,307.00	
ADMINISTRATIVE SERVICES				
01-4150-3100 OFFICE SUPPLIES & POSTAGE				
COPY & PRINT, L.L.C.	124189	LAMINATE, BINDERS, COFFEE CREAMER	186.13	
GEM STATE PAPER & SUPPLY	1081714	COFFEE, RAW SUGAR, SPLENDA	69.14	
01-4150-4200 PROFESSIONAL SERVICES				
CONNELLY, CARISSA	1 FIRE	COMMUNITY HOUSING CONSULTING	6,507.50	22038
COPY CENTER LLC	2344	POST CARDS	120.35	
SENTINEL FIRE & SECURITY, IN	80337	500 E AVE N	87.00	
VALLEY TEMP SERVICES INC	0000010458	ELIZABETH INSINGER	182.00	
WOOD RIVER GIS CONSULTING	1	GIS SERVICES	350.00	
BD CONSULTING	KET 2022-07	GENERAL DISCUSSIONS, IMPACT FEE RESEARCH	450.00	
SPEED GOAT TECHNOLOGY LLC	2230013	RISK ASSESSMENT VISIT, WALKTHROUGH	1,732.50	
01-4150-4400 ADVERTISING & LEGAL PUBLICATIO				
EXPRESS PUBLISHING, INC.	10002196 0831	10002196	1,881.10	
01-4150-5100 TELEPHONE & COMMUNICATIONS				
CENTURY LINK	2087264135 86	2087264135 862B 091322	947.51	
CENTURY LINK	2087265574 24	208-726-5574 240B	62.10	
INTEGRATED TECHNOLOGIES	199984	CO00 CITY OF KETCHUM-02	600.70	
01-4150-5110 COMPUTER NETWORK				
DELL FINANCIAL SERVICES	2141709	PROPERTY TAX MGMT FEE	11.30	
DELL FINANCIAL SERVICES	2152655	LEASE RENEWAL	126.31	
DELL FINANCIAL SERVICES	2165499	LEASE RENTAL	1,465.97	
01-4150-5150 COMMUNICATIONS				
SNEE, MOLLY	2216	Communications & Graphic Design	4,150.00	22060
01-4150-5200 UTILITIES				
CLEAR CREEK DISPOSAL	0001567846	4TH ST RECYCLE	31.80	
IDAHO POWER	2203990334 09	2203990334 091322	65.32	
IDAHO POWER	2206452274 09	2206452274 092222	617.37	
IDAHO POWER	2206570869 09	2206570869 091322	25.32	
IDAHO POWER	2224128120 09	2224128120 092222	996.81	
01-4150-6500 CONTRACTS FOR SERVICES				
FORSGREN ASSOCIATES, INC.	222467	ENGINEERING SERVICES	3,607.50	22106

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
Total ADMINISTRATIVE SERVICES:			24,273.73	
LEGAL				
01-4160-4200 PROFESSIONAL SERVICES				
WHITE PETERSON	24892R 083122	General Services 24892R 083122	15,412.50	
Total LEGAL:			15,412.50	
PLANNING & BUILDING				
01-4170-3100 OFFICE SUPPLIES & POSTAGE				
COPY & PRINT, L.L.C.	124081	SIGN INSERTS	39.75	
01-4170-4400 ADVERTISING & LEGAL PUBLICATIO				
EXPRESS PUBLISHING, INC.	10002196 0831	10002196	395.28	
Total PLANNING & BUILDING:			435.03	
NON-DEPARTMENTAL				
01-4193-4200 PROFESSIONAL SERVICE				
DIXON RESOURCES UNLIMITED	3202	PARKING CONSULTANT SERVICES- TASK ORDER 2	2,510.00	22082
DIXON RESOURCES UNLIMITED	3302	ON CALL PARKING SUPPORT SERVICES AUGUST 2022	2,833.75	
01-4193-9930 GENERAL FUND OP. CONTINGENCY				
DARK TO LIGHT PRODUCTIONS	1646	LOGO REFRESH, WRAP, VYNL	6,250.00	
INTERNAL REVENUE SERVICE	0583914196	LTR0854C TAX PERIOD 201812 PAYMENT	31,020.00	
WOOD RIVER SUSTAINABILITY	277	Staff Appreciation Lunch	1,344.00	
AMICK, TRAVIS	31	MAIN STREET LIGHTS OUT	75.00	
GATHRID, AARON	001	BCHA INTERSHIP WORK	1,095.00	
Total NON-DEPARTMENTAL:			45,127.75	
FACILITY MAINTENANCE				
01-4194-3500 MOTOR FUELS & LUBRICANTS				
UNITED OIL	1002844	38950 091522	617.79	
01-4194-4200 PROFESSIONAL SERVICES				
RAINMAKER LANDSCAPING & S	8619	Wire Finder - Labor	280.00	
01-4194-4210 PROFESSIONAL SERVC-CITY TREES				
ARBOR CARE	9760	PRUNING	75.00	
01-4194-5200 UTILITIES				
CLEAR CREEK DISPOSAL	0001566714	1178 WARM SPRINGS RD/ SKATE PARK	293.50	
CLEAR CREEK DISPOSAL	0001566715	8TH & 2ND/ PUMP PARK	182.60	
CLEAR CREEK DISPOSAL	0001566716	1177 WARM SPRINGS RD	182.60	
IDAHO POWER	2201272487 09	2201272487 092222	29.38	
IDAHO POWER	2203313446 09	2203313446 091022	5.43	
IDAHO POWER	2203538992 09	2203538992 092222	123.53	
01-4194-5900 REPAIR & MAINTENANCE-BUILDINGS				
A.C. HOUSTON LUMBER CO.	2208-972883	POWDERLOCK TAPE	18.01	
THORNTON HEATING	53489	SERVICE 06/09/22	1,483.00	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
THORNTON HEATING	54011	SERVICE, 3RD FLOOR AC	284.74	
IRIDIUM PROTECTION LLC	12461242	EXTENDED SERVICE, CLEAN AGENT STSTEM LABOR	500.00	
01-4194-5910 REPAIR & MAINT-491 SV ROAD				
ALSCO - AMERICAN LINEN DIVI	LBOI2019228	491 E SUN VALLEY 091222	178.70	
ALSCO - AMERICAN LINEN DIVI	LBOI2021037	491 E SUN VALLEY 091922	178.70	
ALSCO - AMERICAN LINEN DIVI	LBOI2022913	491 E SUN VALLEY 092622	178.70	
CLEAR CREEK DISPOSAL	0001567940	491 Sun Valley Rd	2,032.82	
IDAHO POWER	2202522062 09	2202522062 092222	607.24	
SENTINEL FIRE & SECURITY, IN	80706	491 SUN VALLEY	78.00	
01-4194-5950 REPAIR & MAINT-WARM SPRINGS PR				
ARBOR CARE	9765	TREE REMOVAL- WARM SPRINGS PRESERVE	4,750.00	
CLEAR CREEK DISPOSAL	0001566718	1803 Warm Springs Road	86.46	
CLEAR CREEK DISPOSAL	0001566720	1803 Warm Springs Road	234.60	
YELLOWSTONE TRACK SYSTEM	S10055	GZ WIRING KIT	34.00	
YELLOWSTONE TRACK SYSTEM	S10055	TOW VEHICLE WIRING KIT-GINZUGROOMER	65.00	
YELLOWSTONE TRACK SYSTEM	S10055	GINZUGROOMER FOR DOG PARK	8,700.00	22133
01-4194-6000 REPAIR & MAINT-AUTOMOTIVE EQUI				
NAPA AUTO PARTS	116863	PCV HOSE	21.24	
NAPA AUTO PARTS	117368	FRONT BRAKE PARTS	175.60	
RIVER RUN AUTO PARTS	6538-181284	ANT F501	26.99	
01-4194-6950 MAINTENANCE				
A.C. HOUSTON LUMBER CO.	2209-973929	OUTLET PLATE	1.18	
A.C. HOUSTON LUMBER CO.	2209-974435	3/8 POLY ROPE	90.00	
A.C. HOUSTON LUMBER CO.	2209-979356	WOOD CHISEL SET	64.99	
A.C. HOUSTON LUMBER CO.	2209-979440	BIT SPADE 1*6	5.69	
A.C. HOUSTON LUMBER CO.	2209-979499	SCHLAGE B360V	39.99	
MOSS GARDEN CENTER	208890	JACKS CLASSIC ALL PUR	21.59	
MOSS GARDEN CENTER	209696	TOP SOIL	12.78	
OHIO GULCH TRANSFER STATIO	229766	Clean Wood Waste	1.10	
PIPECO, INC.	S4765284.001	ELBOW AND COUPLING INSERTS	15.24	
PIPECO, INC.	S4765695.01	INSERT PLUG, COUPLING, FIGURE 8 LIND END	13.47	
PIPECO, INC.	S4767726.001	PVC PARTS	20.79	
PIPECO, INC.	S4767752.001	ROUND BOX/LID, WIRE CONNECTOR, SOLENOID IRRITROL	45.46	
PIPECO, INC.	S4769419.001	CARSON VALVE, GREEN VALVE BOX	148.96	
SAWTOOTH WOOD PRODUCTS, I	0000135811	CORDLESS LAWNMOWER	949.97	
SILVER CREEK SUPPLY	0007834909-00	LEEMCO SADDLE, BRASS SADDLE TEE	78.02	
Total FACILITY MAINTENANCE:			22,932.86	
POLICE				
01-4210-3620 PARKING OPS EQUIPMENT FEES				
CALE AMERICA, INC.	168953	ACTIVE METERS APRIL 2022	165.00	
CALE AMERICA, INC.	171171	SEPT 2022 ACTIVE METERS	169.05	
01-4210-5100 TELEPHONE & COMMUNICATIONS				
CENTURY LINK	2087267848105	208-726-7848 105B	143.83	
01-4210-6000 REPAIR & MAINT--AUTOMOTIVE EQU				
A.C. HOUSTON LUMBER CO.	2209-982326	SOCKET SET, STAPLE GUN, GLOVES, DUCT TAPE	114.96	
CHATEAU DRUG CENTER	2601571	CAR USB PARTS	42.73	
DICK YORK'S AUTO SERVICE	92435	2014 FORD SERVICED	456.69	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
Total POLICE:			1,092.26	
FIRE & RESCUE				
01-4230-3200 OPERATING SUPPLIES FIRE				
GEM STATE PAPER & SUPPLY	1081167	WYPALL WIPER ROLL	85.17	
INTEGRATED TECHNOLOGIES	199268	M7892-01 090922	8.76	
LIGHTHOUSE UNIFORMS INC	A-308238	MASTER PGK MAX BLDR- CAPTAIN/LIEUTENANT	2,946.40	
01-4230-3210 OPERATING SUPPLIES EMS				
BOUNDTREE MEDICAL	84671450	Medical Supplies	4.14	
BOUNDTREE MEDICAL	84675265	Medical Supplies	2.76	
GEM STATE PAPER & SUPPLY	1081167	WYPALL WIPER ROLL	85.17	
INTEGRATED TECHNOLOGIES	199268	M7892-01 090922	8.76	
NORCO	35678865	MEDICAL OXYGEN	70.25	
NORCO	35755621	CYLINDER RENTAL	62.31	
NORCO	35756719	CYLINDER RENTAL	181.35	
LINDE GAS & EQUIPMENT INC.	31375442	Cylinder Rental	62.40	
HENRY SCHEIN	24806010	MEDICAL EQUIPMENT	113.26	
HENRY SCHEIN	24806010	MEDICAL DRUGS	550.92	
HENRY SCHEIN	24882682	MEDICAL EQUIPMENT	3.28	
HENRY SCHEIN	24959088	MEDICAL DRUGS	65.66	
HENRY SCHEIN	24959088	SODIUM CHLORIDE	85.98	
01-4230-3500 MOTOR FUELS & LUBRICANTS FIRE				
UNITED OIL	1002744	37267 091522	1,341.35	
01-4230-3510 MOTOR FUELS & LUBRICANTS EMS				
UNITED OIL	1002855	39060 091522	125.90	
01-4230-6000 REPAIR & MAINT-AUTO EQUIP FIRE				
A.C. HOUSTON LUMBER CO.	2209-981478	ANCHOR, CONDUIT STRAP	1.57	
ALSCO - AMERICAN LINEN DIVI	LBOI1994278	KFD- SHOP TOWELS	13.02	
ALSCO - AMERICAN LINEN DIVI	LBOI1994278	KFD- SHOP TOWELS	13.01	
ALSCO - AMERICAN LINEN DIVI	LBOI1997880	KFD- SHOP TOWELS	13.02	
ALSCO - AMERICAN LINEN DIVI	LBOI1997880	KFD- SHOP TOWELS	13.01	
ALSCO - AMERICAN LINEN DIVI	LBOI2004952	KFD- SHOP TOWELS	13.01	
ALSCO - AMERICAN LINEN DIVI	LBOI2004952	KFD- SHOP TOWELS	13.02	
ALSCO - AMERICAN LINEN DIVI	LBOI2008510	KFD- SHOP TOWELS	13.01	
ALSCO - AMERICAN LINEN DIVI	LBOI2008510	KFD- SHOP TOWELS	13.02	
ALSCO - AMERICAN LINEN DIVI	LBOI2012101	KFD- SHOP TOWELS	13.41	
ALSCO - AMERICAN LINEN DIVI	LBOI2012101	KFD- SHOP TOWELS	13.40	
ALSCO - AMERICAN LINEN DIVI	LBOI2015670	KFD- SHOP TOWELS	13.01	
ALSCO - AMERICAN LINEN DIVI	LBOI2015670	KFD- SHOP TOWELS	13.02	
RIVER RUN AUTO PARTS	6538-181330	FUEL SPIN ON, JUMPER CABLES	117.23	
RIVER RUN AUTO PARTS	6538-182473	DIESEL EXHAUST FLUID	53.90	
RIVER RUN AUTO PARTS	6538-182517	AIR	177.13	
RIVER RUN AUTO PARTS	6538-182598	AIT FILTER, 15W40	278.09	
01-4230-6010 REPAIR & MAINT-AUTO EQUIP EMS				
A.C. HOUSTON LUMBER CO.	2209-981478	ANCHOR, CONDUIT STRAP	1.56	
01-4230-6900 OTHER PURCHASED SERVICES FIRE				
LUNCEFORD EXCAVATION, INC.	13635	LIMELIGHT CONDOS- 170 EX	277.78	
01-4230-6910 OTHER PURCHASED SERVICES EMS				
LUNCEFORD EXCAVATION, INC.	13635	LIMELIGHT CONDOS 170 EX	277.77	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
Total FIRE & RESCUE:			7,145.81	
STREET				
01-4310-3200 OPERATING SUPPLIES				
D & B SUPPLY INC.	75719	CREDIT MEMO- OVERPAY INVOICE 73191	329.92-	
DAVIS EMBROIDERY INC.	40842	LOGO TSHIRTS	75.00	
NAPA AUTO PARTS	6538-182457	STAR TRON ADDITIVE 8	12.99	
01-4310-3400 MINOR EQUIPMENT				
A.C. HOUSTON LUMBER CO.	2209-982841	SIT STEP DRILL, LK OXIDE DRILL BIT	49.98	
01-4310-3500 MOTOR FUELS & LUBRICANTS				
UNITED OIL	1002745	37269 091522	1,143.35	
01-4310-4200 PROFESSIONAL SERVICES				
SENTINEL FIRE & SECURITY, IN	80463	200 E 10TH ST MONITORING	87.00	
01-4310-5200 UTILITIES				
IDAHO POWER	2204882910 09	2204882910 091422	440.94	
01-4310-6100 REPAIR & MAINT--MACHINERY & EQ				
METROQUIP, INC.	P17641	PARTS FOR EAGLE CONVETOR	146.56	
NAPA AUTO PARTS	118805	PINTLE MOUNT FOR LOADER- WAGON HITCH	76.95	
NAPA AUTO PARTS	118964	Belt TENSIONER	92.64	
NAPA AUTO PARTS	119401	PLUGS- 966M COUPLER	13.28	
NAPA AUTO PARTS	119582	FITTING-966M COUPLER	24.32	
WESTERN STATES CAT	IN002064749	Cutting Edge	4,438.20	
WESTERN STATES CAT	IN002147516	FILTERS 966M LOADER	260.57	
WESTERN STATES CAT	IN002149432	AIT FILTER 966M LOADER	154.99	
01-4310-6910 OTHER PURCHASED SERVICES				
ALSCO - AMERICAN LINEN DIVI	LBOI2020619	200 10TH ST	38.87	
ALSCO - AMERICAN LINEN DIVI	LBOI2022485	200 10TH ST	38.87	
CINTAS	5124723342	First Aid Supplies-UPDATE CABINET	175.88	
CLEAR CREEK DISPOSAL	0001566713	200 10TH ST E	67.44	
NORCO	35755700	CYLINDER RENTAL	246.45	
SENTINEL FIRE & SECURITY, IN	80338	260 10TH ST MONITORING	87.00	
01-4310-6920 SIGNS & SIGNALIZATION				
ECONO SIGNS LLC	10-977382	OUTDOOR CONVEX MIRROR & BRACKETS	243.19	
01-4310-6930 STREET LIGHTING				
IDAHO POWER	2200059315 04	2200059315 040922	5.31	
IDAHO POWER	2200059315 09	2200059315	5.71	
IDAHO POWER	2200506786 04	2200506786 040922	15.73	
IDAHO POWER	2200506786 09	2200506786 091022	10.23	
IDAHO POWER	2201013857 09	2201013857 092222	15.57	
IDAHO POWER	2201174667 04	2201174667 040922	10.67	
IDAHO POWER	2201174667 09	2201174667 091022	12.60	
IDAHO POWER	2202627564 04	2202627564 040922	16.09	
IDAHO POWER	2202627564 09	2202627564 091022	9.39	
IDAHO POWER	2203855230 09	2203855230 092222	46.69	
IDAHO POWER	2204535385 09	2204535385	26.52	
IDAHO POWER	2204882910 09	2204882910 091422	706.19	
IDAHO POWER	2205963446 04	2205963446 040922	60.69	
IDAHO POWER	2205963446 09	2205963446 091022	54.95	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
IDAHO POWER	2206773224 09	2206773224	9.33	
IDAHO POWER	2207487501 09	2207487501	.00	
IDAHO POWER	2224304721 04	2224304721 040922	5.31	
IDAHO POWER	2224304721 09	2224304721 091022	5.31	
01-4310-6950 MAINTENANCE & IMPROVEMENTS				
A.C. HOUSTON LUMBER CO.	2209-983678	PLAY SAND, PALLETS	314.44	
ANDERSON ASPHALT PAVING IN	610	AUGUST MATERIAL P/U	876.04	
ANDERSON ASPHALT PAVING IN	610	MARERIAL DUMP	514.59	
COLOR HAUS, INC.	262968	FILTERS, VAPOR CARTRIDGES, SPRAY SUITE	82.59	
D & B SUPPLY INC.	90212	TARP COVER	1,269.96	
IDAHO ASPHALT SUPPLY, INC.	5-516395	CHIP SEAL OIL AND DISTRIBUTOR SERVICE 2022	5,113.36	22069
IDAHO HYDROJETTING, INC.	9728	Pump Dry Wells	9,000.00	
IDAHO TRAFFIC SAFETY INC	194250-B	PAINT STRIPING	5,930.61	22066
JOHNNY B TRANSPORT	0516395	BLACKFOOT PLANT	3,342.54	
SUNSEAL, LTD	1855	CURB PAINT, STRIPING, CROSSWALKS	5,840.00	
WALKER SAND AND GRAVEL	1071980	46.13 TON 3/8" CRUSHED FINES	690.11	
WALKER SAND AND GRAVEL	1072644	88.42 TON 3/8' CRUSHED FINES	1,323.78	
SALTWORX INC	91522KETCH	ROAD SALT	22,200.00	
Total STREET:			65,098.86	
RECREATION				
01-4510-3200 OPERATING SUPPLIES				
CHATEAU DRUG CENTER	2602682	B/A FLX FBRC AP 100 ASSORTED	18.28	
CHATEAU DRUG CENTER	2604377	DISINFECTANT	14.23	
SYSCO	240125416	OPERATING SUPPLIES	804.96	
01-4510-3280 YOUTH GOLF				
KEARNEY, JOHN	CR 092622	GOLF GAME REIMBURSEMENT	179.95	
01-4510-3300 RESALE ITEMS-CONCESSION SUPPLY				
ATKINSONS' MARKET	02610387	BLUEBERRY MUFFINS, ORANGES	36.69	
ATKINSONS' MARKET	04259033	BLUEBERRIES, BEEF, LIBBY PUMP, APPLES, ORANGES	77.77	
ATKINSONS' MARKET	05578212	PARSLEY, PARM	5.91	
ATKINSONS' MARKET	08534334	TACO SEASONING, SALSA, BEANS, MILK CHOC, LYSOL	28.66	
SYSCO	240125416	Concession & Supplies	209.72	
01-4510-4200 PROFESSIONAL SERVICE				
IRISH ELECTRIC	90322	STORAGE ROOM LIGHT TROUBLESHOOT	316.00	
01-4510-6100 REPAIR & MAINT--MACHINERY & EQ				
A.C. HOUSTON LUMBER CO.	220-977654	8" CABLE TIE	15.99	
Total RECREATION:			1,708.16	
Total GENERAL FUND:			184,533.96	
WAGON DAYS FUND				
WAGON DAYS EXPENDITURES				
02-4530-2900 AWARDS				
KETCHUM FIREFIGHTERS LOCA	CR 092722	Wagon Days 1ST PLACE WINNER	300.00	
ANDERSON, LEXIE	CR 092722	WAGON DAYS 3RD PLACE WINNER	100.00	
THE PAPOOSE CLUB	CR 092722	WAGON DAYS 2ND PLACE	200.00	
SNAKE RIVER STAMPEDE	CR 092722	Wagon Days 2ND PLACE WINNER	200.00	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
BEAVERS, MIKE	CR 092722	Wagon Days 2022 BEST OF SHOW	300.00	
BEAVERS, MIKE	CR 092722	Wagon Days 1ST PLACE	300.00	
TIERNEY, ELIZABETH	CR 092722	Wagon Days 2022 1ST PLACE WINNER	300.00	
TIERNEY, ELIZABETH	CR 092722	Wagon Days 2022 PEOPLES CHOICE WINNER	300.00	
PETERSON, GREG	CR 092722	WAGON DAYS 2ND PLACE WINNER	200.00	
TABER, MEGAN	CR 092722	WAGON DAYS 1ST PLACE WINNER	300.00	
SWORD, CHRISTINE	CR 092722	WAGON DAYS 2022- 1ST PLACE WINNER	300.00	
HOLLAND, BEN	CR 092722	WAGON DAYS 2022 1ST PLACE WINNER	300.00	
LAVA LAKE LAMB	CR 092722	WAGON DAYS 2022- 1ST PLACE WINNER	300.00	
TELFORD, SIDNEY	CR 092722	WAGON DAYS 2022 2ND PLACE	200.00	
WHITTIER, ABBIGAIL	CR 092722	WAGON DAYS 2022- 3RD PLACE WINNER	100.00	
SOUTHERN COMFORT GAITED C	CR 092722	WAGON DAYS 2022- 2ND PLACE WINNER	200.00	
SMITH, KELLY	CR 092722	WAGON DAYS 2022 3D PLACE	100.00	
02-4530-3200 OPERATING SUPPLIES				
ATKINSONS' MARKET	09567916	CORN STARCH	19.14	
CHATEAU DRUG CENTER	2588656	COLOR CODING LABELS	1.89	
CHATEAU DRUG CENTER	2595562	TISSUE PAPER	22.74	
KEARNEY, JOHN	CR 091522	REIMBURSEMENT - SANDWICHES	1,752.00	
LUTZ RENTALS	134579-1	TABLE RENTAL	130.68	
SUN VALLEY EVENTS	1016	REIMBURSEMENT: FLOWERS, COFFEE, CUPS	270.20	
SYSCO	240125416	WAGON DAYS	732.78	
SYSCO	240134810	REQUEST 0155998	101.25-	
SYSCO	240134814	REQUEST 0156000	115.98-	
HANGER BREAD	000641	WAGON DAY COOKIES	179.76	
02-4530-3250 SOUVENIRS SUPPLIES				
CHAPTER ONE BOOKSTORE	090322 SALES	Wagon Days: Idaho Books	1,403.00	
02-4530-4200 PROFESSIONAL SERVICES				
ROAD WORK AHEAD CONST. SU	TS--18105	Wagon Days- Traffic Control	5,061.04	
SUN VALLEY EVENTS	1016	SALES: ADDITION OF MONDAY TO SCHEDULE	210.00	
IDAHO SECURITY GROUP	321	WAGON DAYS SECURITY 2022	480.00	
02-4530-4210 PARADE PARTCPNT/FIDDLERS/POETS				
SUN VALLEY EVENTS	1016	HORSE ENTRY JOSE HEREDIA	400.00	
WOOD RIVER MIDDLE SCHOOL	CR 092722	WRMS LEADERSHIP- WAGON DAYS	300.00	
02-4530-4220 GRAND MARSHAL DINNER				
ATKINSONS' MARKET	01470182	Wine/Corona	1,493.71	
MASON'S TROPHIES & GIFTS	98888	Photo Plaque- 2022 WAGON DAYS	101.50	
DESPERADO'S INC.	680077A	Grand Marshall Celebration	2,305.00	
02-4530-4240 CONCERT				
ATKINSONS' MARKET	02599741	PROUD SOURCE SPR	19.11	
ATKINSONS' MARKET	10602777	MISC DELI	74.15	
CHATEAU DRUG CENTER	2596726	MISC	47.92	
CHATEAU DRUG CENTER	2596733	RETURN: MISC	47.92-	
02-4530-4400 ADVERTISING & LEGAL PUBLICATIO				
CERTIFIED FOLDER DISPLAY SE	597482	BOISE, SUN VALLEY/TWIN FALLS	314.74	
COPY CENTER LLC	2344	POSTER PRINTS	1,090.00	
EXPRESS PUBLISHING, INC.	10002196 0831	10002196	3,761.16	
SNEE, MOLLY	2216	WAGON DAYS	3,000.00	
WOOD RIVER MEDIA	MC-122081667	Wagon Days Radio Ads-2022	960.00	
02-4530-5210 SOLID WASTE COLLECTION				
CLEAR CREEK DISPOSAL	0001567571	WAGON DAYS GARBAGE SERVICE	4,271.51	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
Total WAGON DAYS EXPENDITURES:			32,136.88	
Total WAGON DAYS FUND:			32,136.88	
GENERAL CAPITAL IMPROVEMENT FD				
GENERAL CIP EXPENDITURES				
03-4193-7100 SUN VALLEY RD MILL & OVERLAY				
COPY CENTER LLC	2376	POSTER PRINTS	405.00	
CITY OF SUN VALLEY	2022-7	SUN VALLEY RD RECONSTRUCTION (JACOBS)	581,608.50	22098
JACOBS ENGINEERING GROUP, I	D3576100-010	Sun Valley Road Rehabilitation Engineering Design Services	1,027.50	22023
03-4193-7130 COORID0OR TIMING PLAN				
HDR ENGINEERING, INC.	1200440327	Warm Springs Road Corridor Alternatives Analysis	16,533.51	
03-4193-7607 SIDEWALK CURB AND GUTTER				
SAWTOOTH WOOD PRODUCTS, I	136027	FENCE INSTALL AROUND CITY HALL DUMPSTERS	10,800.00	
Total GENERAL CIP EXPENDITURES:			610,374.51	
POLICE CIP EXPENDITURES				
03-4210-7110 POLICE VEHICLE (NEW)				
YOUNG AUTOMOTIVE GROUP	56373	DODGE DURAGNO 2022	37,042.00	22135
Total POLICE CIP EXPENDITURES:			37,042.00	
FIRE & RESCUE CIP EXPENDITURES				
03-4230-7100 UTILITY/PICK-UP TRUCK				
CUSTOM TRUCK	BY 091622	22 FORD S-DUTY	4,447.00	
03-4230-7110 COMMAND CAR				
WHITE CLOUD	102640	KNG-MXXX, INSTALL KIT, REMOTE MOUNT, SPEAKER, CONNECTOR ETC	4,370.50	
WHITE CLOUD	1026939	REMOTE MMOUNT, SPEAKERS, MICROPHONE	4,430.50	
03-4230-7130 PPE (TURNOUT GEAR)				
GALL'S, LLC	022020457	Boots	229.96	
CANFIELD, MILES	CR 092222	WORK BOOTS	150.00	
O'DONNELL, DAVID	CR 092222	WORK BOOTS	150.00	
MUNICIPAL EMERGENCY SERIC	IN1762701	TACLITE EMS PANTS	121.20	
MUNICIPAL EMERGENCY SERIC	IN1763907	TACLITE EMS PANTS	60.60	
03-4230-7140 SHOP TOOLS				
CURTIS TOOLS FOR HEROES	INV632153	ANNUAL SERVICE BAUER BREATHING AIR COMPRESSOR	1,654.30	
POWER SYSTEMS WEST	SI2262004054	Oil, OIL FILTER, SERVICE	619.72	
Total FIRE & RESCUE CIP EXPENDITURES:			16,233.78	
STREETS CIP EXPENDITURES				
03-4310-7100 RECTANGLE RAPID FLASHING BEACO				
JS CUSTOM CRETE, INC	888-A	RFB System 3 Pole w/ Median - Concrete	46,325.00	22113

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
Total STREETS CIP EXPENDITURES:			46,325.00	
Total GENERAL CAPITAL IMPROVEMENT FD:			709,975.29	
ORIGINAL LOT FUND				
ORIGINAL LOT TAX				
22-4910-6080 MOUNTAIN RIDES				
MOUNTAIN RIDES	11983	Monthly Installment 09/22	57,250.00	
Total ORIGINAL LOT TAX:			57,250.00	
Total ORIGINAL LOT FUND:			57,250.00	
STRATEGIC INITIATIVE FUND				
STRATEGIC INITIATIVE EXPENSE				
54-4410-4200 PROFESSIONAL SERVICES				
AMICK, TRAVIS	30	NEOWISE MILKYWAY PANO KETCHUM WEBSITE BANNER	150.00	
SUNNY SHAW & ASSOCIATES	SSA 091522	DEED-RESTRICTION COMPLIANCE	2,350.00	22117
LANDING, INC.	1384	LEASE TO LOCALS RENTAL PROGRAM	15,000.00	22120
RIAN ROONEY	2	HOUSING RESEARCH & PROJECTS	2,331.25	22121
Total STRATEGIC INITIATIVE EXPENSE:			19,831.25	
Total STRATEGIC INITIATIVE FUND:			19,831.25	
WATER FUND				
WATER EXPENDITURES				
63-4340-3120 DATA PROCESSING				
BILLING DOCUMENT SPECIALIS	84194	Statement Processing for Utility Billing	456.00	
63-4340-3200 OPERATING SUPPLIES				
A.C. HOUSTON LUMBER CO.	2209-978130	Gloves	37.97	
A.C. HOUSTON LUMBER CO.	2209-978258	Batteries C 4PK	19.98	
ALSCO - AMERICAN LINEN DIVI	LBOI2022491	VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT	28.41	
ALSCO - AMERICAN LINEN DIVI	LBOI2022493	VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT	56.43	
GEM STATE PAPER & SUPPLY	1082007	BATH TISSUE, FACIAL TISSUE, PAPER TOWELS, GLASS CLEANER	130.02	
PIPECO, INC.	S4792321.001	Blue Marking Paint	64.76	
PIPECO, INC.	S4795532.001	Blue FLAGS / GLOVES / PIPEWRAP TAPE	51.64	
63-4340-3500 MOTOR FUELS & LUBRICANTS				
UNITED OIL	1002747	37271 091522	635.93	
63-4340-3600 COMPUTER SOFTWARE				
WIN-911 SOFTWARE	DF660166-202	ANNUAL INTERACTIVE LICENSE SUBSCRIPTION	660.00	22115
63-4340-3800 CHEMICALS				
GEM STATE WELDERS SUPPLY,I	841701	55 Gallon Sodium Hypochlorite (x2)	558.00	
63-4340-4200 PROFESSIONAL SERVICES				
MOUNTAIN FIRE SPRINKLER	3257	Fire System Repair	7,295.00	
OPAL ENGINEERING, PLLC	144	ENGINEERING CONTRACT FOR WATER AND WW		

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
BRICKER, JACOB W	CR 092722	DESIGN PUBLIC WORKS INTERVIEWEE- TRAVEL COSTS	525.00 274.66	22105
63-4340-5100 TELEPHONE & COMMUNICATIONS				
CENTURY LINK	2087250715 19	2087250715 195B 090422	128.49	
VERIZON WIRELESS	9915757797	365516521 091322	123.21	
AT&T MOBILITY LLC	287318858311	287318858311c09012022	4.49	
63-4340-5200 UTILITIES				
DIG LINE	0068478-IN	Monthly Fee	101.92	
IDAHO POWER	2202458903 09	2202458903	287.57	
IDAHO POWER	2206786259 09	2206786259 092122	20.43	
63-4340-6000 REPAIR & MAINT-AUTO EQUIP				
LES SCHWAB	11700774396	New Tires and Balance for 2006 GMC - C14361	1,686.24	
63-4340-6100 REPAIR & MAINT-MACH & EQUIP				
A.C. HOUSTON LUMBER CO.	2209-981409	4" SQR Blank Cover Plate Blue	2.39	
PIPECO, INC.	S4789220.001	4 LIQUID FILLED PRESSURE GAUGE	70.87	
PIPECO, INC.	S4794594.001	2" GALV CAP	8.57	
Total WATER EXPENDITURES:			13,227.98	
Total WATER FUND:			13,227.98	
WATER CAPITAL IMPROVEMENT FUND				
WATER CIP EXPENDITURES				
64-4340-7600 MACHINERY AND EQUIPMENT				
FERGUSON ENTERPRISES, LLC	0834772	16 LF 1 IPERL 1000GAL WTR MTR	4,848.00	
64-4340-7650 WATER METERS				
FERGUSON ENTERPRISES, LLC	0834773	16 LF 1 IPERL 1000GAL WTR MTR	4,848.00	
64-4340-7800 CONSTRUCTION				
FERGUSON ENTERPRISES, LLC	0834139	8 LF 2 MIP X PJ CORP & PARTS	1,971.90	
FERGUSON ENTERPRISES, LLC	0834768	16 LF 1 IPERL 1000GAL WTR MTR	4,848.00	
FERGUSON ENTERPRISES, LLC	0834769	16 LF 1 IPERL 1000GAL WTR MTR	4,848.00	
FERGUSON ENTERPRISES, LLC	0834770	16 LF 1 IPERL 1000GAL WTR MTR	4,848.00	
FERGUSON ENTERPRISES, LLC	0834797	5-1/4X2 VLV BX RSR,5-1/4X3 VLV BX RSR,5-1/4X4 VLV BX RSR,5-1/4X6 VLV BX RSR	416.52	
Total WATER CIP EXPENDITURES:			26,628.42	
Total WATER CAPITAL IMPROVEMENT FUND:			26,628.42	
WASTEWATER FUND				
WASTEWATER EXPENDITURES				
65-4350-3120 DATA PROCESSING				
BILLING DOCUMENT SPECIALIS	84194	Statement Processing for Utility Billing	684.00	
65-4350-3200 OPERATING SUPPLIES				
ALSCO - AMERICAN LINEN DIVI	LBOI2022491	VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT	28.42	
ALSCO - AMERICAN LINEN DIVI	LBOI2022492	VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT	126.36	
ATKINSONS' MARKET	08529805	ARM + HAMMER SOD	1.42	
CHATEAU DRUG CENTER	2601399	Mouse Killer	12.34	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
UPS STORE #2444	MMN7FR584F	WATER SAMPLES	13.92	
UPS STORE #2444	MMN7FR5UZ	WATER SAMPLES	15.25	
UPS STORE #2444	MMN7FR5VA	WATER SAMPLES	15.01	
65-4350-3600 COMPUTER SOFTWARE				
WIN-911 SOFTWARE	DF660166-202	ANNUAL INTERACTIVE LICENSE SUBSCRIPTION	660.00	22115
65-4350-4200 PROFESSIONAL SERVICES				
ANALYTICAL LABORATORIES, I	93262	chemicals	1,408.54	
BRICKER, JACOB W	CR 092722	PUBLIC WORKS INTERVIEWEE- TRAVEL COSTS	274.65	
65-4350-4900 PERSONNEL TRAINING/TRAVEL/MTG				
HEYREND, JAMES	CR 092322	CDL TEST AND PERMIT FEES	59.00	
65-4350-5100 TELEPHONE & COMMUNICATIONS				
CENTURY LINK	2087268953 40	208-726-8953 402B	64.50	
VERIZON WIRELESS	9915609405	965494438 091022	66.09	
65-4350-5200 UTILITIES				
IDAHO POWER	2202158701 09	2202158701 091422	12,522.25	
IDAHO POWER	2202703357 09	2202703357 092122	47.07	
IDAHO POWER	2206786259 09	2206786259 092122	20.43	
65-4350-6000 REPAIR & MAINT-AUTO EQUIP				
NAPA AUTO PARTS	118873	Spark Plugs	17.40	
NAPA AUTO PARTS	119097	(CREDIT)BMX Ignition Wire Set	33.59	
NAPA AUTO PARTS	120116	4 18MO WTY BAT	545.96	
NAPA AUTO PARTS	120211	BATTERY CABLE	48.99	
RIVER RUN AUTO PARTS	6538-182625	BATTERY CABLE/CLEANER/BRUSH	44.35	
65-4350-6100 REPAIR & MAINT-MACH & EQUIP				
ATKINSONS' MARKET	06621755	Grocery	5.13	
PLATT ELECTRIC SUPPLY	2Z14678	LGD LED	27.78	
65-4350-6900 COLLECTION SYSTEM SERVICES/CHA				
DIG LINE	0068478-IN	Monthly Fee	101.91	
NAPA AUTO PARTS	119069	Blue Def / Spark Plug Wire Kit	65.57	
VERIZON WIRELESS	9915609405	965494438 091022	41.60	
Total WASTEWATER EXPENDITURES:			16,884.35	
Total WASTEWATER FUND:			16,884.35	
WASTEWATER CAPITAL IMPROVE FND				
WASTEWATER CIP EXPENDITURES				
67-4350-7811 CAPITAL FACILITY PLAN				
HDR ENGINEERING, INC.	1200462631	Contract #20576 Wastewater Facility Planning Study, Ketchum ID	2,457.06	
Total WASTEWATER CIP EXPENDITURES:			2,457.06	
Total WASTEWATER CAPITAL IMPROVE FND:			2,457.06	
PARKS/REC DEV TRUST FUND				
PARKS/REC TRUST EXPENDITURES				

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
93-4900-5910 WARM SPRINGS PRESR-RESTORATION				
COPY CENTER LLC	2376	POSTER PRINTS	701.50	
CLEARMINDGRAPHICS	5257	GRAPHIC DESIGN: NEWSLETTER, DONOR SIGN, BROCHURE	529.25	
COOPER MORTON	INV 091922	CONTENT CAPTURE/EDITING	300.00	
Total PARKS/REC TRUST EXPENDITURES:			1,530.75	
Total PARKS/REC DEV TRUST FUND:			1,530.75	
DEVELOPMENT TRUST FUND				
DEVELOPMENT TRUST EXPENDITURES				
94-4900-8000 PEG GATEWAY MARRIOT AUTOGRAPH				
WHITE PETERSON	24892R 083122	GATEWAY HOTEL DEVELOPMENT PROPOSAL 083122	87.50	
Total DEVELOPMENT TRUST EXPENDITURES:			87.50	
Total DEVELOPMENT TRUST FUND:			87.50	
Grand Totals:			1,064,543.44	

Report Criteria:

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



City of Ketchum

October 3, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Appoint Trent Donat to Serve as City Clerk/Business Manager

Recommendation and Summary

The Mayor is recommending City Council confirm the appointment of Trent Donat as City Clerk through the adoption of the following motion:

"I move to confirm the appointment of Trent Donat as City Clerk."

The reasons for the recommendation are as follows:

- Title 50 of Idaho State Statute requires the designation of this position
- The city conducted an open and competitive recruitment process
- Mr. Donat was the preferred qualified candidate by the interview committee

Introduction and History

Chapter 2 of Title 50 of Idaho State Statute provides that the "Mayor shall appoint a city clerk, treasurer and city attorney" with the consent of the City Council. The previous city clerk has vacated the position and this appointment is necessary to ensure proper continuation of duties.

Sustainability Impact

There is no impact arising from this action.

Financial Impact

No financial impact related to this resolution.

Attachments:

Resume

PROFESSIONAL SUMMARY

- Certified Financial Planner (CFP®) for 19 years.
- Extensive relationship management experience working with operations, legal, compliance, risk, and marketing teams to resolve complex issues and to promote long-term product goals and initiatives.
- 2018-Current - One Empire Pass General Manager – Responsible for all aspects of owner/guest experiences, comprehensive building management, food & beverage services, and high-touch HOA management.
- 5 years' experience in the automotive industry including comprehensive sales, marketing, coaching, negotiation, and collaboration skills.
- Successful and motivated staff management experience in both the automotive and hospitality industries.
- Contract negotiation expertise, requiring the use of analytical skills and creativity to influence decisionmaking.
- Product management and cross selling skills honed with 10+ years of face-to-face client interaction.

EXPERIENCE

Natural Retreats

One Empire Pass General Manager, Park City, UT

December 2021 - Current

- Manage owner/guest relations, all aspects of food & beverage service, maintenance and operations, concierge, security, housekeeping, entertainment/event planning, building project management, ski valet services and extensive HOA management and HOA finances.
- Helped move Natural Retreats from one home to thirteen One Empire Pass homes under property management in 8 months.
- Manage and lead all HOA related management issues including running the HOA Board meetings and liaison for all internal and external business matters involving the HOA.
- Consistently exhibiting the highest standards of diligence, efficiency, integrity, and attention to detail leading to proper financial budgeting, bill pay, and cost structure for the One Empire Pass financial accounting.
- Manage housekeeping, maintenance, and food & beverage staff for One Empire Pass.
- Constantly building, strengthening, and nurturing outside vendor relationships and partnerships vital to the status, success, and upkeep of One Empire Pass.
- Operate all intricacies of daily ski season breakfast buffet and après ski food & beverage operations including planning, purchasing, and managing.
- Lead One Empire Pass contract negotiations and insurance settlements in conjunction with HOA attorney, insurance agency founding partner and HOA Board.
- Successfully and constantly problem solving for complex owner/guest concerns, issues, and situations.
- Magnify, maintain, and promote the look, feel and atmosphere of the One Empire Pass culture and owner community.
- Lead owner communications relating to HOA matters, building updates, building projects, disaster incidents and concierge services.

Deer Valley Resort

October 2016 – November 2021

One Empire Pass Resident/Property Manager, Park City, UT

May 2018 – November 2021

- Managed owner/guest relations, all aspects of food & beverage service, maintenance and operations, concierge, security, housekeeping, entertainment/event planning, building project management, ski valet services and extensive HOA management and HOA finances.
- Managed and led all HOA related management issues including running the HOA Board meetings and liaison for all internal and external business matters involving the HOA.
- Successfully spearheaded multiple building projects including new building warranty issues, final building inspection punch list, ski lounge remodel and \$1 million+ remediation.
- Partner with various Deer Valley departments including guest services, food & beverage, marketing, sales, housekeeping, and maintenance to deliver a premium luxury experience for One Empire Pass owners and guests.

- Constantly built, strengthened, and nurtured outside vendor relationships and partnerships vital to the status, success, and upkeep of One Empire Pass.
- Consistently exhibiting the highest standards of diligence, efficiency, integrity, and attention to detail leading to proper financial budgeting, bill pay, and cost structure for the One Empire Pass financial accounting.
- Operated all intricacies of daily ski season breakfast buffet and après ski food & beverage operations including planning, purchasing, serving, bartending, cleaning, and entertainment.
- Led One Empire Pass contract negotiations and insurance settlements in conjunction with HOA attorney, insurance agency founding partner and HOA Board.
- Successfully and constantly problem solved for complex owner/guest concerns, issues, and situations.
- Promoted and provided premier owner rental and property management services by teaming with Deer Valley guest services, maintenance, and housekeeping staffs.
- Magnified, maintained, and promoted the look, feel and atmosphere of the One Empire Pass culture and owner community.
- Led owner communications relating to HOA matters, building updates, building projects, disaster incidents and concierge services.

Guest Services Supervisor, Park City, UT

May 2017 – May 2018

- Led and supervised guest services and bell staff promoting teamwork, fun and a sense of humor while providing concierge, shuttle service, lift ticket sales, package receipt and delivery and all aspects of the guest/owner's stay at the Silver Baron Lodge.
- Recruited, hired, onboarded, coached, mentored, trained, and developed guest service and bell staff to promote a five-star experience for the Silver Baron Lodge guests and owners.
- Conducted mid-season and end-of-season job performance reviews for guest services.
- Drafted, finalized, communicated, and handled all aspects of guest services and bell staff weekly schedule with a close eye on occupancy and budget forecast.
- Managed supply inventory and supply management for guest services and bell teams.
- Resolved proactively difficult owner and guest issues using empathy and respect to build a long-term owner/guest experience showcasing the Deer Valley Difference.
- Directed and worked with outside vendors and realtors to ensure a positive and proactive guest and owner experience promoting the benefits and guest experience of the Silver Baron Lodge.
- Trained and ensured proficiency with the following Guest Services systems: Maestro, Fred, Norm, Kipsu, Saflok, Manager Plus, 3CX, Gmail, MS Excel, and MS Word. Along with understanding and following emergency procedures.

Skier Services Lead, Park City, UT

October 2016 – April 2017

- Supervised skier services sales staff offering ski lessons, ski rentals, childcare and lift tickets.
- Managed an average of \$10-30K in daily sales, accounting accuracy, cash banks, agent accuracy and overall efficiency of the skier services location.
- Handled guest problems to find quick resolution while maintaining the Deer Valley Difference.
- Conducted agent 45-day and end-of-season evaluations.
- Collaborated as a team leader in cooperation with other Leads and Supervisors fostering teamwork and fun work environment.
- Trained new and returning agents on sales processes, computer training and guest services.
- Coached, mentored, and developed sales agents to promote growth in leadership team along with tracking employee job performance.

Wells Fargo Advisors

June 1999 – October 2016

Financial Advisor, Salt Lake City, UT

December 2013 – October 2016

- Built book of business using financial planning strategies and advisory solutions in retail bank environment.
- Consistently partnered, coached and cross-sold successfully in the Community Bank.
- Managed 375+ client accounts and over \$20 million in AUM.

Senior Relationship Manager, Investment Advisory and Products Group, St. Louis, MO

February 2008 - November 2013

- Managed day-to-day, comprehensive relationships with 50+ strategic, asset management partner firms.
- Spearheaded negotiation and completion of all contracts associated with 50+ strategic partners including dealer, networking, omnibus, revenue sharing, product/platform, and miscellaneous agreements.
- Negotiated Omnibus contracts to meet deadlines for Omnibus conversions, which now account for \$250 million in annual revenues.
- Directed and led project to convert 125 strategic partner firms to the Bank of New York Omnibus SuRPAS platform involving legal, product, risk, compliance, operations, contract employees and outside partners.
- Coordinating and collaborating project team (including legal, risk, compliance, IT and communications) to implement new process and remediation relating to specific client accounts and service fees.
- Financial oversight of national meeting sponsorship dollars corresponding to 8 strategic, asset management partner firms.
- Guided project involving Omnibus deconversions for approximately 216 partner firms from the Prudential Omnibus platform to the Level 3 Networking environment.

Strategic Relationship Manager

July 2005 – January 2008

- Managed and orchestrated overall sales and marketing relationships with 15 key strategic partners.
- Led IRA committee comprised of Managed Products and Private Client Services' team members with primary goal of increasing IRA Rollover business for Financial Advisors.
- Selected to coach new Financial Advisors on building successful practices using Managed Products' services, products and advisory solutions.
- Presented advisory solutions to high net worth individuals as part of the Valued Investor Program and trained Financial Advisors on Managed Product and Private Client Services' initiatives via Edwards Information Network, Virtual Exchanges and live presentations.

Marketing Associate, Insurance and Alternative Investments

March 2003 – June 2005

- Developed and presented marketing plans and sales strategies for Financial Advisors to increase insurance and alternative investment sales.
- Presented insurance and alternative investment strategies to high net worth individuals as part of the Valued Investor Program and trained Financial Advisors at all levels on insurance solutions.

Financial Advisor, Indianapolis, IN

June 1999 – February 2003

- Built book of business using financial planning strategies and advisory solutions managing over 220 accounts.

Gwinnett Place Honda

August 1994 – May 1999

Owner Relations Director, Atlanta, GA

January 1998 – May 1999

- Conceived, organized and implemented Owner Relations Department including hiring, training, managing and evaluating department personnel.
- Exceeded Honda's dealership objective for customer satisfaction by 1.5 percentage points.

Business Manager

August 1997 – January 1998

- Led New Car Finance Department in November/December yielding over \$80,000 in gross profit for dealership.
- Achieved gross profit increase of 150% and revenue per car increase of 50% from starting position in August.

Internet/Fleet Manager

May 1997 – July 1997

- Set Internet/Fleet record month with over 46 vehicles sold for dealership.
- Managed and trained Internet sales personnel.

Sales/Leasing Consultant

August 1994 – April 1997

- Generated over \$300,000 in gross profit for dealership in 1995 and 1996 and achieved Hendrick's Presidents Club and Honda Gold levels of achievement.
- Ranked No. 2 in sales in 1996 out of 494 salespeople for the Hendrick's Import Group (parent company).
- Attained highest Customer Satisfaction Index (99.2%) in New Car Department for 1996.

Electronic Data Systems

January 1991 – July 1994

Business Analyst, Blue Cross Blue Shield, Boston, MA

December 1993 – July 1994

- Directed and led General Electric Drug Business Implementation designed to improve medical benefits process.
- Saved 250 employee-hours/week by identifying problems and determining corrective actions on reporting project with team.

Customer Service Representative, SAAB Cars USA, Atlanta, GA

March 1992 – November 1993

- Created and implemented the Saab Customer Assistance Center with new account team.
- Negotiated Saab owner satisfaction between owner, dealer, and field personnel.
- Mediated customer cases involving state Better Business Bureaus and consumer protection agencies.

Customer Relations Manager, GMC Truck, Detroit, MI

January 1991 – March 1992

- Administered \$1.5 million in warranty and policy monies with three-person team.
- Facilitated regional meetings with dealership service management.
- Negotiated customer vehicle buybacks including consultation with attorneys on state Lemon Law cases.

EDUCATION

Kelley School of Business - Bachelor of Science with Honors in Marketing

Indiana University, *Bloomington, IN*

PROFESSIONAL CERTIFICATIONS/LICENSES

- Certified Financial Planner – CFP®
- Utah Life Insurance

ADDITIONAL TRAINING AND LEADERSHIP ACTIVITIES

- Selected to present Excellence in Service with lodging team to new Deer Valley staff members and promote the 10 commandments of Excellence in Service to the lodging division.
- Member of the Deer Valley recruiting team responsible for recruiting next generation of Deer Valley talent.
- MS 150 Team Captain, 2007 – 2013 – Managed team and event activities including food and beverage requirements for this annual two-day ride.
- Wells Fargo Advisors College of Risk Undergraduate, April 2010 – November 2013.
- Healthy Living Committee – Corporate initiative to improve the health and well-being of team members of WFA.
- President Elect and Board Member with Rotary Club of Northeast Indianapolis.



City of Ketchum

October 3, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Road Closure for Special Events

Recommendation and Summary

Staff is recommending Council to approve the following road closure for a special event. **East Ave between Sun Valley Rd. and 2nd St.** For Elephant's Perch Reopening and SVSEF Fundraiser on October 15, 2022.

"I move to approve the street closure request for the Elephant's Perch Reopening and SVSEF Fundraiser."

The reasons for the recommendation are as follows:

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

Introduction and History

East Ave. between Sun Valley Rd. and 2nd St. is a non-designated street for special event road closures and requires approval by City Council.

Financial Impact

There is no financial impact related to this request.



City of Ketchum

October 3, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Approve Modified Easement 22780 with Idaho Power for Little Park

Recommendation and Summary

Staff is recommending the council authorize the Mayor to sign revised Easement 22780 with Idaho Power and adopt the following motion:

I move to approve Modified Easement 22780

The reasons for the recommendation are as follows:

- The City Council approved Easement 22780 with Idaho Power on August 1, 2022, for equipment placed in Little Park. Idaho Power has requested the easement be modified according to their easement format.

Introduction and History

Building B of the Bluebird Village Community Housing Project on the parking lot parcel encroaches over an Idaho Power easement at the northeast corner of the property. The existing transformer located at the northeast corner of parking lot parcel serves the home on the adjacent property located at 580 E 5th Street. The City and Idaho Power agreed that the existing transformer may be temporarily relocated to the City's Little Park property. This transformer location is temporary until the property located at 580 E 5th Street is redeveloped. When this property is redeveloped, the transformer will be required to be relocated from its temporary location at Little Park to the property located at 580 E 5th Street. Easement Agreement 22780 will create a new easement on the Little Park property for the temporarily relocated transformer.

The Council approved Easement 22780 on August 1, 2022, and subsequent to that approval, Idaho Power requested the easement be converted into their easement format. The terms of the easement remain the same.

Financial Impact

There is no financial impact.

Attachment: Modified Easement 22780



PLEASE RETURN TO:

1221 W. Idaho St. (83702)
P.O. Box 70
Boise, ID 83707

Easement—Organization

City of Ketchum

“Grantor(s)”, of Blaine County, State of Idaho, do hereby grant and convey to IDAHO POWER COMPANY, a Corporation, with its principal office located at 1221 W. Idaho Street, Boise, Idaho, 83702 (P.O. Box 70, Boise, ID 83707), its licensees, successors, and assigns, (collectively, “Grantee”), for One Dollar and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, a permanent and perpetual easement and right of way, at all times sufficient in width for the installation, erection, continued operation, maintenance, repair, alteration, inspection, and/or replacement of the following:

Underground Facilities: Underground electrical power line or lines and related facilities and equipment, generally including, but not limited to, buried power lines and wires, above-ground pad-mounted transformers, junction boxes, cables, conduits, communication lines, including fiber optics, other equipment, and all related appurtenances, any of which may extend above ground, in certain locations to be determined by Grantee at Grantee’s sole and absolute discretion (all of the above collectively being referred to as the “Facilities”) together with the right to permit the attachment and/or use or placement of the wires, fixtures, cables and conduits of other companies or parties (all of the same being included within the definition of “Facilities”), on, over, through, under, and across the following premises belonging to Grantor(s) in Blaine County, State of Idaho, in the location described below.

Grantee is hereby also granted the perpetual right of ingress and egress over Grantor’s public right of way for the full and complete use, occupation, and enjoyment of the easement hereby granted, and together with all rights and privileges incident thereto, including, but not limited to, (i) the right, at Grantee’s expense, to excavate and refill ditches and trenches within the public right of way for the location of the Facilities, (ii) subject to consultation with Grantor, the right, at Grantee’s expense, to cut, trim, and remove trees, brush, bushes, sod, flowers, shrubbery, overhanging branches and other obstructions and improvements which may injure or interfere with Grantee’s use, occupation, or enjoyment of this easement, and (iii) the right, at Grantee’s expense, to install, construct, operate, inspect, alter, maintain, replace, improve and repair any and all aspects of Grantee’s Facilities over, though, under and across the lands subject to this easement.

The location of the easement and right of way granted herein is described as follows:

In Exhibit ‘A’ Legal Description and shown on Exhibit ‘B’ Survey Map Attached hereto and made a part hereof.

Grantor shall not alter the grade or elevation of the land within the right-of-way existing on the date hereof through excavations, grading, installation of berms, or other activities without the prior written approval of Grantee. Grantor shall not place nor build any structure(s) within the easement area except fences and except as otherwise approved by Grantee in writing.

This Easement shall run with the land and be binding upon the parties’ successors and assigns.

Provided, however, that the easement granted herein shall not permit Grantee to extend any facilities to property not owned by Grantor excepting service provided to Blaine County Parcel RPK0000045007A, commonly known as 580 E 5th St, Ketchum, ID 83340.

Upon redevelopment of Blaine County Parcel RPK0000045007A, commonly known as 580 E 5th St, Ketchum, ID 83340 , and upon request by Grantor, Grantee will remove and relocate the Facilities, at no cost to Grantee, from the Easement Area to an acceptable location as determined by Grantee on Blaine County Parcel RPK0000045007A for a new facility to serve the property. Grantee will also release this Easement in full upon the completion of the Facilities relocation.

(Signature page immediately follows)

Checked by: CJ/EK
Work Order #: 27604033

Executed and delivered this _____ day of _____, _____.

Signature(s) of Grantor(s) *(Include title where applicable)*:

Corporate Verification

STATE OF _____ }
COUNTY OF _____ } ss.

I, _____ *(Notary's Name)*, a notary public, do hereby certify that on this _____ day of _____, 20____, personally appeared before me _____

(Individual's Name Including Title) and _____ *(Individual's*

Name Including Title), who, being by me first duly sworn, declared that he/she/they are respectively the duly authorized person(s) of

_____ *(Organization Name)*, that he/she/they

signed the foregoing document, and acknowledged to me that he/she/they executed the same as the free act and deed on behalf of

said organization.

(NOTARY SEAL)

Notary Public
My Commission Expires on _____

GALENA ENGINEERING, INC.
CIVIL ENGINEERING & LAND SURVEYING

Legal Description for an Idaho Power Easement

**Section 18, Township 4 North, Range 18 East
Boise Meridian, City of Ketchum, Blaine County, Idaho**

A legal description for a parcel of land situated within The West Half of Lots 5 & 6, Block 46, Ketchum Townsite; more particularly described as follows:

Commencing at the southeast corner of The West Half Lots 5 & 6, Block 46, Ketchum Townsite, marked by a 5/8" Rebar by LS16670, from which a 5/8" Rebar by LS16670, marking the southwest corner of said West Half Lots of 5 & 6 lies S45°36'29"W, 75.05 feet distant, and said southeast corner being the TRUE POINT OF BEGINNING;

Thence S45°36'29"W, 10.00 feet, along the southerly boundary of the West Half of Lots 5 & 6, to a point;

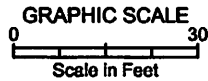
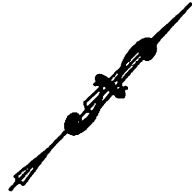
Thence N44°23'11"W, 10.00 feet, being parallel and 10.00 feet westerly of the eastern boundary of the West Half of Lots 5 & 6, to a point;

Thence N45°36'29"E, 10.00 feet, being parallel to and 10.00 feet northerly of said southerly boundary of the West Half of Lots 5 & 6, to a point that lies along the eastern boundary of the West Half of Lots 5 & 6;

Thence S44°23'11"E, 10.00 feet, along the eastern boundary of the West Half of Lots 5 & 6, to the TRUE POINT OF BEGINNING, containing 100 Sq. Ft., more or less, as determined by computer methods.

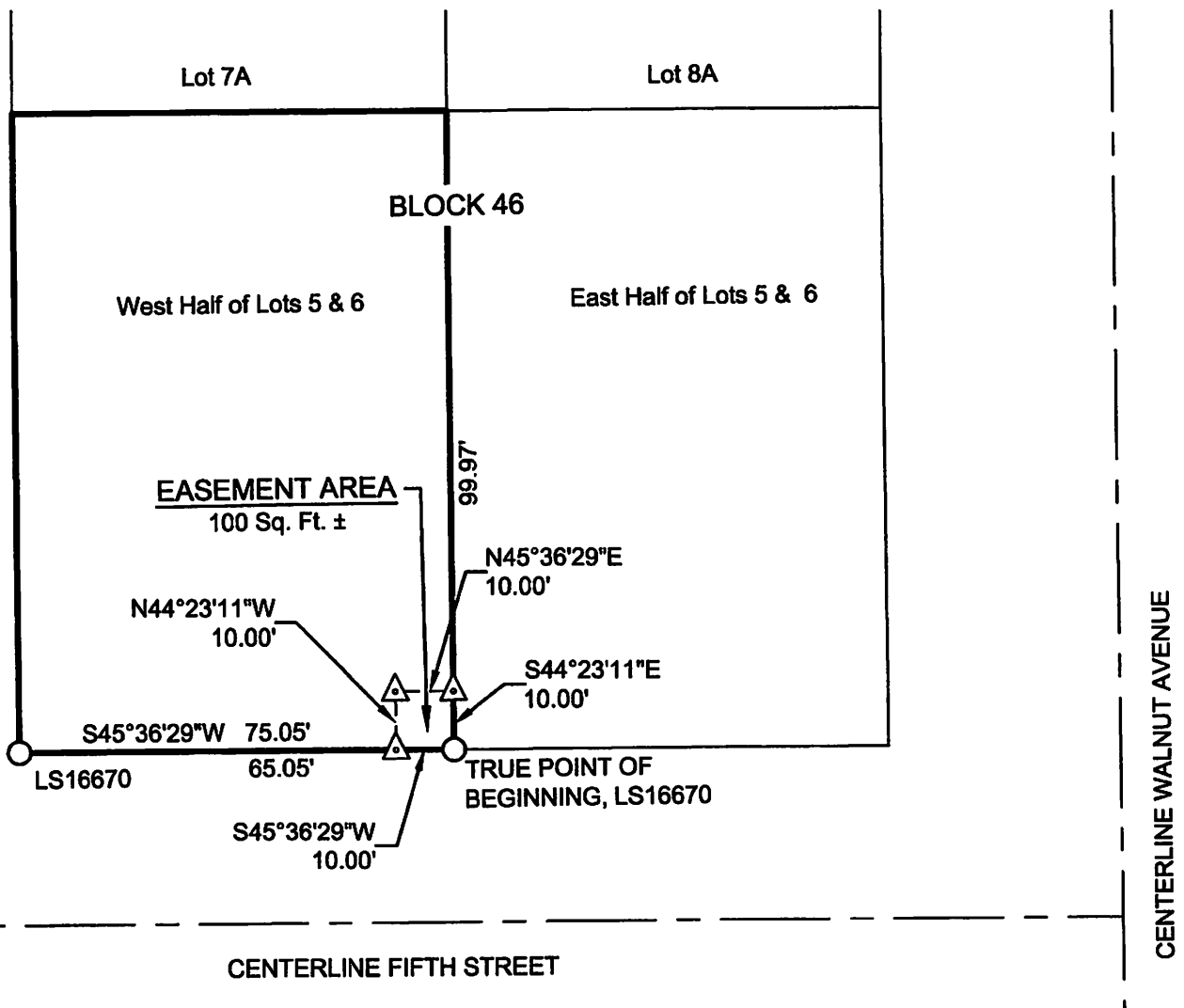


EXHIBIT A



LEGEND

- Property Line
- Adjoiner's Lot Line
- Centerline of Right of Way
- Easement
- Calculated Point, Not Set
- Found 5/8" Rebar, P.L.S. 16670



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

<p>Galena Engineering Inc.</p>	<p>Civil Engineers & Land Surveyors 317 N. River Street Halley, Idaho 83333 (208) 788-1705 (208) 788-4812 fax email galena@galena-engineering.com</p>	<p>AN EXHIBIT MAP SHOWING AN IDAHO POWER EASEMENT WITHIN S 18, T.4N., R.18E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO PREPARED FOR THE CITY OF KETCHUM</p>	<p>EXHIBIT</p>
	<p>PROJECT INFORMATION P:\sdsproj\18060\dwg\Boundary-Plat\18060 Idaho Power Easement.dwg 05/31/22 4:39:48 PM</p>		



City of Ketchum

October 3, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to approve Right-of-Way Encroachment Agreement 22804 with Idaho Power for underground power lines in the City Right-of-Way.

Recommendation and Summary

Staff is recommending the Council approve the attached Encroachment Agreement 22804 and adopt the following motion:

"I move to authorize the Mayor to sign Encroachment Agreement 22804 with Idaho Power."

The reasons for the recommendation are as follows:

- The new underground power lines will have no impact on pedestrian or public access.
- The encroachment will provide underground power to 780 North 1st Avenue.

Introduction and History

Idaho Power is proposing to trench 60' across 8th street to install three 3" conduits and conductors, this will provide service for the installation of a new pad mount transformer on private property at 780 North 1st Avenue.

City code requires a right-of-way encroachment permit for any permanent encroachment in the public right-of-way. These agreements are intended to help protect the City in the event the proposed encroachments were to ever pose an issue requiring repair or relocation of the encroachment.

Analysis

Engineering and Streets reviewed the layout of the proposed utilities. No new above grade facilities are proposed within the City's ROW. As proposed the project would not impact public access or maintenance.

Financial Impact

There is no financial impact resulting from approval of this encroachment agreement.

Attachments:

Encroachment Agreement 22804

WHEN RECORDED, PLEASE RETURN TO:

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

RIGHT-OF-WAY ENCROACHMENT AGREEMENT 22804

THIS AGREEMENT, made and entered into this ____ day of ____, 2022, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho and _____, representing IDAHO POWER COMPANY, (collectively referred to as "Owner"), whose address is 1221 West Idaho St., Boise, ID 83702.

RECITALS

WHEREAS, Owner wishes to permit placement of underground power conduit and conductors in the right-of-way on 8th street. These improvements are shown in Exhibit "A" attached hereto and incorporated herein (collectively referred to as the "Improvements"); and,

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

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

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

TERMS AND CONDITIONS

1. Ketchum shall permit Owner to install underground power infrastructure identified in Exhibit "A" within the public right-of-way on 8th street, until notified by Ketchum to remove the infrastructure at which time Owner shall remove infrastructure at Owner's expense.
2. Owner shall be responsible for the maintenance of said Improvements and shall repair said improvements within 48 hours upon notice from Ketchum that repairs are needed.
3. Owner shall be responsible for restoring the sidewalk, curb and gutter and landscaping that is altered due to the construction and installation of the vault, to the satisfaction of the Director of Streets and Facilities.
4. In consideration of Ketchum allowing Owner to maintain the Improvements in the public right-of-way, Owner agrees to indemnify and hold harmless Ketchum from and against any and all claims of liability for any injury or damage to any person or property arising from the Improvements constructed, installed and maintained in the public right-of-way. Owner shall further indemnify and hold Ketchum harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Owner's part to be performed under this Agreement, or arising from any negligence of Owner or Owner's agents, contractors or employees and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such action or proceeding brought thereon. In the event any action or

proceeding is brought against Ketchum by reason of such claim, Owner, upon notice from Ketchum, shall defend Ketchum at Owner's expense by counsel satisfactory to Ketchum. Owner, as a material part of the consideration to Ketchum, hereby assumes all risk of damages to property or injury to persons in, upon or about the Improvements constructed, installed and maintained in the public right-of-way arising from the construction, installation and maintenance of said Improvements and Owner hereby waives all claims in respect thereof against Ketchum.

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

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

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

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

9. Subject to Section 13 below, this Agreement sets forth the entire understanding of the parties hereto and shall not be changed or terminated orally. It is understood and agreed by the parties hereto that there are no verbal promises or implied promises, agreements, stipulations or other representations of any kind or character pertaining to the Improvements maintained in the public right-of-way other than as set forth in this Agreement.

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

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

12. The parties fully understand all 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.

13. Notwithstanding any other provision of this Agreement, this Agreement shall be subject in all respects to the terms of the Franchise Agreement between Owner and Ketchum set forth in Ketchum Ordinance No. 1092 adopted by Ketchum on May 7, 2012, as such Franchise Agreement may be amended, extended or replaced by a new franchise agreement in the future ("Franchise Agreement"), and in the event of any conflict or uncertainty between the terms of this Agreement and the Franchise Agreement, the Franchise Agreement shall control.

OWNER:

CITY OF KETCHUM:

By: _____

By: _____
Neil Bradshaw
Its: Mayor

STATE OF _____,)
County of _____) ss.

On this ____ day of _____, 2022, before me, the undersigned Notary Public in and for said State, personally appeared _____, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same.

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

Notary Public for _____
Residing at _____
Commission expires _____

STATE OF IDAHO)
County of Blaine) ss.

On this ___ day of _____, 2022, before me, the undersigned Notary Public in and for said State, personally appeared NEIL BRADSHAW, known or identified to me to be the Mayor of the CITY OF KETCHUM, IDAHO, and the person who executed the foregoing instrument on behalf of said municipal corporation and acknowledged to me that said municipal corporation executed the same.

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

Notary Public for _____
Residing at _____
Commission expires _____

EXHIBIT "A"

PT#1 PLACE NEW JUNCTION BOX ON PROPERTY. SCREEN FROM PUBLIC PER CITY OF KETCHUM SPECIFICATIONS. EXTEND 3-3" SECONDARY CONDUIT BACK ACROSS 8TH ST TO EXISTING TRANSFORMER BEHIND SIDEWALK EH2. CONDUITS TO BE PLACED AT 32" BELOW FINAL GRADE OF ROADWAY. TRENCHING TO BE PROVIDED BY CUSTOMER PER CITY OF KETCHUM SPECIFICATIONS. CUSTOMER TO REPLACE SIDEWALK SECTION.

PT#2 REMOVE 50KVA PADMOUNT TRANSFORMER.

PT#3 INSTALL 167KVA PADMOUNT TRANSFORMER IN PLACE OF 50KVA. RECONNECT CONDUCTORS AND CONNECT THREE NEW SECONDARY 350TXS CONDUCTORS.

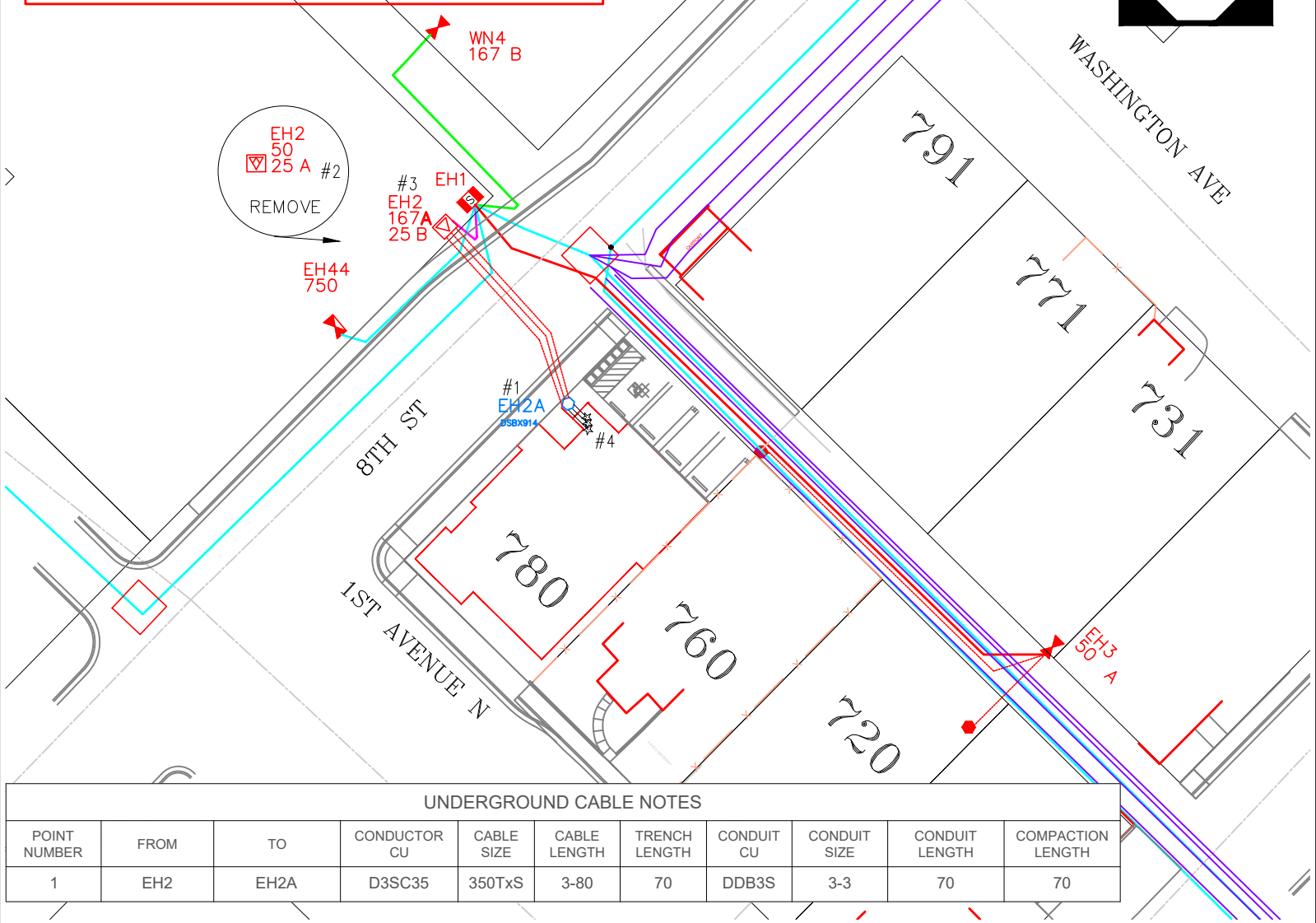
PT#4 INSTALL 3-350TX SERVICE CONDUCTORS IN 3" SERVICE CONDUITS FROM JUNCTION BOX TO METER BANK. CUSTOMER TO PROVIDE ALL CORING OF CONCRETE TO PLACE CONDUITS REQUIRED.

CUSTOMER PROVIDED TRENCH

- PRIMARY TRENCH DEPTH REQUIRES 42" OF COVER
- SECONDARY & SERVICE TRENCH DEPTH REQUIRES 30" OF COVER
- **PLEASE REVIEW "CUSTOMER PERFORMED CONSTRUCTION WORK AGREEMENT" FOR FURTHER DETAILS.**



No Avian Protection Restriction



UNDERGROUND CABLE NOTES

POINT NUMBER	FROM	TO	CONDUCTOR CU	CABLE SIZE	CABLE LENGTH	TRENCH LENGTH	CONDUIT CU	CONDUIT SIZE	CONDUIT LENGTH	COMPACTION LENGTH
1	EH2	EH2A	D3SC35	350TXS	3-80	70	DDB3S	3-3	70	70

TIMES SCALE 0 1 2 3 4 Customer: _____ Date: _____

Job Title: **SUN VALLEY VENTURES LLC - 780 N 1ST AVE/KET**

Additional Description: **UPGRADE PADMOUNT TRANSFORMER AND INSTALL NEW UNDERGROUND**

Additional Description: **SECONDARY TO JUNCTION BOX AND 7 METERS AT RESIDENCE BUILDING.**

SWPP: ----



Feeder Map File Name: **KCHM1101**

Qua	Twn	Rng	Sec	Mer
1	04N	17E	13	----
State	County			
ID	Blaine			

Surveyed or GPS: **SURVEYED**
 Joint Use Attachment: **NO**
 Pre-Built Date: ----
 Built as Designed: ----
 Construction Date: ----
 Operating Voltage: **7.2kV**

FDR By: ----
 Date: ----
 ArcFM By: ----
 Date: ----

Designer: **CDC0468**
 Design No: **0000150443**
 Work Order No: **2758**

49 B



City of Ketchum
City Hall

October 3, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to approve Purchase Order #23013 with Western States CAT

Recommendation and Summary

Staff is recommending the Council approve Purchase Order #23013 with Western States CAT for the purchase of a new CAT 908M Compact Wheel Loader with forks, snow blower and snow push plow attachments and adopt the following motion.

"I move to approve Purchase Order #23013 with Western States CAT of Twin Falls ID for the purchase of a new CAT 908M Compact Wheel Loader."

Introduction and History

The recommended purchase of a 908M Compact Wheel Loader with attachments will be used by the Water Department for day-to-day field maintenance, operations, snow plowing, emergencies and to lessen the load on our old backhoe.

Financial Requirement/Impact

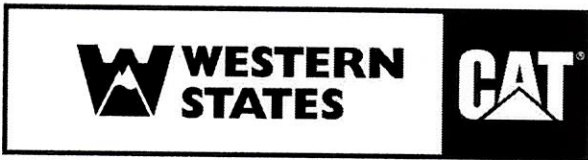
The expense for the CAT 980M Compact Loader with attachments of \$136,460.51 is a planned and budgeted expenditure that will be funded out of the water division FY 2022 – 2023 budget and has been approved by the Council.

Analysis

Western States CAT of Twin Falls has generously put a hold on this 980M Loader for the city that was recently delivered to their yard. By acting now, we are not subject to wait months to a year for the delivery of this piece of equipment.

Attachment:

Western States CAT Sales Agreement #Q000273342-2
Purchase Order #23013



Twin Falls
 3085 E Kimberly Rd Twin Falls, ID 83301
 208.734.7330

SALES AGREEMENT

AGREEMENT: Q000273342-2
 AGREEMENT DATE: 9/19/2022
 AGREEMENT EXPIRES: 5/7/2022
 WAREHOUSE: Twin Falls Machine Sales
 CUSTOMER NO.: 4855600
 CUSTOMER PO:
 SALESMAN: Shane G Johnson

SOLD TO:
 City Of Ketchum
 PO Box 2315
 Ketchum, ID 83340-2315

SHIP TO:
 Office
 PO Box 2315
 Ketchum, ID 83340-2315

Shane.Johnson@wseco.com

ITEM DESCRIPTION

ITEM DESCRIPTION	PRICE
2022 Caterpillar 908M Compact Wheel Loaders S/N: H8805238 SMU: 7 hrs ID:E0085921	\$121,870.68
<ul style="list-style-type: none"> ● Caterpillar 81" BKT 1.4YD3 GP SSL 908 H/M S/N: A421CBK23211 ID: E0102087 ● Delivery Freight ● EMS Gov - Governmental Failsafe ● New Warranty - MS New Warranty 5 years 2000 hour governmental fail safe 	
ERS 85" HF 2420 SNOWBLOWER S/N: 1147693 YEAR: 2022 ID: E0105590	\$8,078.02
Caterpillar SNOW PUSH 8' STEEL T/E SSL S/N: TBD YEAR: 2022 ID: E0105330	\$3,872.09
Caterpillar 48" P Forks QC 906-908 S/N: E0106137A YEAR: 2022 ID: E0106137	\$2,639.72

Notes

Before Tax Balance	\$136,460.51
Sales Tax	\$0.00
Trade Payoff	\$0.00
Downpayment	\$0.00
Net Due	\$136,460.51

Western States Equipment

City Of Ketchum

Order Received by Shane Johnson

Approved and Accepted by _____

Title Salesman Date 9/20/22

Title _____ Date _____

Warranty Document Received (initial) _____

Trade Ins: All trade-ins are subject to equipment being in as inspected condition by vendor at time of delivery of replacement machine purchase above. Purchaser hereby sells the trade in equipment described above to the vendor and warrants it to be free and clear of all claims, liens, and security interest except as shown above.
 Warranty: By initialing above the customer acknowledges that they have received a copy of the Western States Co/Caterpillar Warranty and has read and understands said warranty. All used equipment is sold as is where is and no warranty is offered or implied except as specified above.



SALES AGREEMENT

NO.: Q000273342-2

EQUIPMENT DETAILS

4379013 908M WHEEL LOADER S3B CERT
 2592925 TIRES, 405/70 R20, DL, SPT9
 3080189 VALVE, DRAIN, ECO
 3453556 HEATER, ENGINE COOLANT, 120V
 4333258 SECURITY SYSTEM, NONE
 4379056 SOUND SUPPRESSION, STANDARD
 4379092 JOYSTICK,E/H,TANDEM VALVE
 4381876 CAB, DELUXE, SINGLE BRAKE
 4479417 FAN, COOLING, ON DEMAND
 4514363 CPLR, VERT, HIGH FLOW
 4542909 ANTIFREEZE, -36C (-32F)
 5397204 SEAT, DELUXE
 5739587 PRODUCT LINK, CELLULAR PL641
 0G3150 PACK, ROLL ON/ROLL OFF BY SEA
 0G3273 RUST PREVENTATIVE APPLICATOR
 2860581 BUCKET-GP, 1.4 YD3,
 901458 2420 HYDRAULIC SNOWBLOWER 85"
 300889 WIRE HARNESS CAT "D" SERIES 14 PIN
 0P0096
 2025483 FORK, PALLET, 48" CL
 2611425 CARRIAGE, 51", CLASS

2368015 SEAT BELT, RETRACTABLE 3"
 2739577 AIR INTAKE, STANDARD
 3131722 LIGHTS,ROADING,RH DIP,HALOGEN
 4233083 ALARM, BACK UP
 4379054 ENGINE, 55KW, C3.3B, T4F, HRC
 4379070 TRANS 22 MPH DIFF LOCK E/H
 4379132 AIR CONDITIONER, AND HEATER
 4470747 FEATURE PACKAGE, LOAD/ROAD
 4489539 LIGHTS, STD, HALOGEN
 4542908 HYDRAULIC OIL, STANDARD
 4620852 INSTRUCTIONS, ANSI
 5414413 RADIO, AM/FM, BT/USB/AUX/MIC
 4218926 SERIALIZED TECHNICAL MEDIA KIT
 0P9003 LANE 3 ORDER
 0P0199
 WT-ALLIED WT-ALLIED
 320058 FLAT FACED FACTORY INSTALLED COUPLERS
 WT-SSL WT-SSL
 4798120 SNOW PUSH, 8', SSL,
 0P0199

TERMS AND CONDITIONS

1. OFFER TO SELL, METHODS OF ACCEPTANCE AND AGREEMENT TERMS: This Sales Agreement ("SA") is an offer for the sale of the equipment, vehicles, accessories and attachments described on the invoice (referred to generally as "equipment" or "goods") by Western States Equipment Company, an Idaho business corporation or its affiliates ("WSECO") to Customer under the terms and conditions specified herein. This offer may be accepted by (1) the execution of this SA by a representative of Customer or (2) Customer's verbal or written authorizations or conduct consistent with prior course of dealing between the parties authorizing WSECO to take action to fulfill this SA, or (3) the commencement of the manufacture or shipment of the goods specified in this SA, whichever of the foregoing first occurs.

Acceptance of this SA is limited to the express terms stated herein. Any proposal in Customer's acceptance for additional or different terms or any attempt by Customer to vary in any degree any of the terms is objected to and hereby rejected, but such proposals shall not operate as a rejection of this offer, unless such variances are in the terms of the description, quantity, price, delivery schedule, or payment schedule of the goods, but shall be deemed a material alteration of this SA and this SA shall be deemed agreed to by WSECO without said additional or different terms. Once accepted, this SA shall constitute the entire agreement between WSECO and Customer. WSECO is not bound by any representation or agreements, express, or implied, oral or otherwise, which are not stated within this SA or contained in a separate writing supplementing this SA and signed by authorized agents of both WSECO and Customer. This SA will supersede all previous communications, agreements, and contracts with respect to the subject matter hereof and no understanding, agreement, term, condition, or trade custom at variance with this SA will be binding on WSECO. No waiver or modification of the terms and conditions hereof will be effective unless in writing and signed by both Customer and WSECO.

2. PAYMENT TERMS: Customer agrees to pay the sales price for the equipment, less any net trade-in allowance, in accordance with the payment terms as all stated on the invoice. The sales price is offered F.O.B. at WSECO's designated facility as stated on the invoice and Customer is responsible for all shipping charges as provided in this SA. Customer is also responsible for paying all applicable sales, use or any other applicable taxes levied or assessed on the equipment by any federal, state or local governmental authority, unless Customer provides WSECO an appropriate exemption certificate as stated on the invoice. In the event that Customer fails to pay any applicable tax or other charge as agreed herein or fails to provide a valid exemption certificate, Customer agrees to indemnify and hold WSECO harmless from any liability and expense by reason of Customer's failure to pay said taxes or assessments, including, but not limited to, WSECO's reasonable attorney's fees and costs and other necessary legal expenses resulting from such failure.

3. GRANT OF SECURITY INTEREST, AUTHORIZATION TO FILE STATEMENT AND PROTECTION OF COLLATERAL: Until the Customer pays the total sales price and additional charges as provided in this SA, Customer hereby grants WSECO a security interest in and to the equipment and all additions, replacements, substitutions, and proceeds of the same ("Collateral") to secure payment of the sales price and any and all other amounts owed or owing by Customer to WSECO under this SA or otherwise. Customer authorizes WSECO to file financing statement(s) evidencing this security agreement and the collateral subject thereto and to take all steps necessary to perfect WSECO's interest in the equipment.

Customer agrees to execute any documents required by WSECO to evidence and perfect such security interest. Customer hereby appoints WSECO as its irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect or to continue the security interest granted in this SA. Customer will reimburse WSECO for all expenses for the perfection and the continuation of the perfection of WSECO's security interest in the Collateral. Customer promptly will notify WSECO before any changes in Customer's name including any changes to the assumed business names of Customer.

Customer, upon WSECO's request, will deliver to WSECO a schedule of the locations of the Collateral and agrees to update the list upon WSECO's further request. Customer will not commit or permit damage to or destruction of the Collateral or any material part of the Collateral. WSECO and its designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral. Customer shall immediately notify WSECO of all cases involving the loss or damage of or to any material portion of the Collateral and generally of all material happenings and events affecting the Collateral.

4. INSURANCE: Customer shall not move, load, transport or otherwise handle the equipment on WSECO's premises without first having obtained insurance coverage. Customer shall carry all risks insurance on the equipment, including, without limitation, fire, theft and liability coverage with such other insurance as necessary to protect Customer's and WSECO's respective interests in the equipment. As long as any portion of the sales price is outstanding, Customer will deliver to WSECO from time to time the policies or certificates of insurance in forms satisfactory to WSECO, showing WSECO as an additional insured and including stipulations that coverage will not be cancelled or diminished without at least fifteen (15) days prior written notice to WSECO.

5. TIME OF DELIVERY AND SHIPPING: Orders for equipment are processed in the order of their acceptance by WSECO and WSECO will use its reasonable efforts to deliver the equipment to Customer on the scheduled delivery date as stated on the invoice. However, shipping and delivery dates are acknowledged to be estimates only and dependent upon many factors outside of WSECO's control including, but not limited to, the manufacturer's production schedule, material and labor shortages, shipping delays and various other unrelated factors. WSECO is not liable for delays or damages caused by delays in delivery or shipment of the equipment, unless stated on the face of the invoice to the contrary. Customer is responsible for all freight, shipping, loading and unloading costs.

6. RISK OF LOSS/SHORTAGES/REJECTION OF GOODS: Risk of loss of the goods shall pass to Customer as soon as the goods are properly loaded on the carrier. WSECO's responsibility for shipment ceases upon delivery of the goods to a transportation company. Any claim by Customer for shortage in shipment shall be made by written notice to WSECO within fifteen (15) days after receipt of the shipment. It is specifically agreed that the risk of loss shall not be altered by the fact that the conduct of either party hereto may constitute a default or breach and shortage in shipment is not deemed to constitute a nonconformity.

All equipment or goods shall be subject to the standard manufacturing and commercial variation and practices of the manufacturer thereof. In the event of shipment of non-conforming goods, WSECO shall be given a reasonable opportunity to replace the goods with those which conform to the order. Any notices pertaining to rejection or claims of nonconformity must be made in writing specifying in detail Customer's objections and such notices must be delivered within fifteen (15) days after delivery of the goods. It is agreed that in the event of rejection, Customer will store the goods or reshipe the goods to WSECO. Should Customer use the equipment or goods, such use shall be deemed an unequivocal acceptance of the goods. If Customer accepts goods tendered under this SA, such acceptance shall be final and irrevocable; no attempted revocation shall have any effect whatsoever.

7. ASSIGNMENTS: No right or interest in this SA shall be assigned by Customer without the written permission of WSECO, and no delegation of any obligation owed or of the performance of any obligation by Customer shall be made without written permission of WSECO. Any attempted assignment or delegation by Customer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

8. NO WARRANTY: Unless provided otherwise on the invoice, the equipment is purchased "**AS IS**" and there is no other agreement with Customer regarding the equipment other than what is stated in this SA and in any credit instrument and/or guaranty between Customer and WSECO. There are no other warranties, express or implied, for any equipment, product, service, or other items sold or furnished under this SA unless agreed to in writing between Customer and WSECO. **WSECO DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

9. EQUIPMENT FAILURE/LIMITATION OF REMEDIES: If, for any reason, the equipment does not perform satisfactorily, as judged by WSECO in its sole discretion, WSECO may repair or replace the equipment or any part thereof, at its option, without affecting any of the terms of this SA. This remedy does not apply if the equipment has failed or performs less than satisfactorily due to improper use of the equipment, accident (including, damage during shipment), neglect, abuse, misuse or exposure of the equipment to conditions beyond capacity, power, environmental design limits or operation constraints specified by WSECO or the equipment manufacturer. Customer is responsible for all expenses related to repair or replacement due to these causes. **THE REMEDIES IN THIS PARAGRAPH ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AGAINST WSECO.**

10. LIMITATION OF LIABILITY: Notwithstanding trade customs or prior course of dealing to the contrary, in no event will WSECO, its subsidiaries, affiliates, agents or employees be liable for any incidental, indirect, special, or consequential damages in connection with or arising out of this SA or furnishing of any goods, services or other items or any third party's ownership, maintenance, or use of any goods, services or other items furnished under this SA, including, but not limited to, lost profits or revenues, loss of use of the equipment or any associated goods, damage to associated goods, costs of capital, cost of substitute goods, or claims of Customer's clients for such damages. Customer's sole remedy, for any liability of WSECO of any kind, including but not limited to negligence, with respect to any equipment, service, or other item is limited to that set forth in the paragraph entitled "**EQUIPMENT FAILURE/LIMITATION OF REMEDIES**" of this SA. WSECO is not responsible for meeting any federal, state, local or municipal code or specification (whether statutory, regulatory or contractual), unless Customer specifies it in writing and WSECO agrees to it in writing. Customer agrees that it has selected each item of equipment based upon its own judgment and particular needs and disclaims any reliance upon any statements or presentations made by WSECO. The liability for performing under any manufacturer warranty program rests solely with the subject manufacturer and WSECO has no liability or responsibility for performance thereunder.

11. FORCE MAJEURE: WSECO shall not be responsible or liable for any delay or failure to deliver any or all of the goods and/or performance of the services where such delay or failure is caused by any act of God, fire, flood, inclement weather, explosion, war, insurrection, riot, embargo, statute, ordinance, regulation or order of any government or agent thereof, shortage of labor, material fuel, supplies or transportation, strike or other labor dispute, or any other cause, contingency, occurrence or circumstance of any nature, whether or not similar to those herein before specified beyond WSECO's control, which prevents, hinders or interferes with manufacture, assembly or delivery of the goods or performance of the services. Any such cause, contingency, occurrence or circumstances shall release WSECO from performance of its obligations hereunder.

12. INDEMNITY: Customer agrees to indemnify and hold WSECO harmless from and against any and all claims, actions, suits, proceedings, costs, expenses, damages (including but not limited to consequential and incidental damages), liabilities, fees (including, but not limited to, attorney fees and court costs), and settlements, (including those brought or incurred by or in favor of Customer's employees, agents and subcontractors), arising out of or related to the selection, delivery, loading, unloading, towing, possession, use, operation, handling or transportation of the equipment. Customer agrees to defend, at its expense, any and all suits brought against WSECO either alone or in conjunction with others and additionally to satisfy, pay and discharge any and all judgments and fines against WSECO in any such suits or actions, whether based in negligence or otherwise.

13. DEFAULT BY CUSTOMER: An event of default shall occur if (a) Customer fails to pay when due the sales price; (b) Customer fails to perform or observe any covenant, condition, or agreement to be performed by it hereunder; (c) Customer ceases doing business as a going concern, makes an assignment for the benefit of creditors, admits in writing an inability to pay debts as they become due, files a petition in bankruptcy, or if its owners, shareholders or members of Customer take actions towards dissolution or liquidation of Customer; (d) Customer attempts to sell, transfer, or encumber, sublease or convey the equipment or any part thereof prior to paying the full sales price; or (e) WSECO, in good faith deems itself, insecure relative to payment of the sales price.

Upon the occurrence of any event of default, WSECO may exercise the following rights and remedies: (i) declare the sales price immediately due and payable; (ii) require Customer to assemble the equipment and make it available to WSECO at a place and time designated by WSECO; (iii) WSECO shall have full power to enter upon the property or jobsite of the Customer and take possession of and remove the equipment; (iv) WSECO shall have full power and authority to sell, lease, transfer or otherwise deal with the equipment or proceeds thereof, and in connection therewith WSECO may bid on the goods or equipment and that a commercially reasonable price for said reclaimed equipment may be determined by WSECO based upon current national auction values, market trends relating to supply and demand, and related factors for goods of similar type and condition; (v) if WSECO chooses to sell or lease the reclaimed equipment, WSECO may obtain a judgment against Customer for any deficiency remaining on the sales price after application of all amounts received from the exercise of its rights under this SA; and (vi) all rights and remedies of a secured creditor under the provisions of the Idaho Uniform Commercial Code, as amended from time to time. All of WSECO's rights and remedies, whether evidenced by this SA or other related agreement, shall be cumulative and may be exercised singularly or concurrently. Customer agrees to pay all costs incurred by WSECO in enforcing this SA or any of its provisions, including without limitation reasonable attorney's fees and costs and all costs of reclaiming the goods, whether or not legal action is commenced.

14. JURISDICTION AND VENUE: This SA and the relationship between WSECO and Customer shall be governed and construed according to the laws of the State of Idaho. At the sole and exclusive election of WSECO, jurisdiction and venue for any action or dispute arising under this SA shall be in the in the Fourth Judicial District of the State of Idaho, in and for Ada County, which is WSECO's corporate headquarters and principal place of business, wherein the parties acknowledge having done business sufficient to establish minimum contacts under the Idaho long arm statute, and which is a mutually convenient forum. In addition, Customer waives any and all rights to jurisdiction and/or venue in any other forum, including waiver of any and all rights to remove the action from any court originally acquiring jurisdiction.

15. EQUIPMENT DATA: This machine may be equipped with a wireless data communication system, such as Product Link. In such case, Customer understands data reflecting the machine performance, condition and operation is being transmitted to Caterpillar/WSECO to better serve the Customer and to improve upon Caterpillar products and services. This data may include, but is not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers and installed attachments. Neither Caterpillar nor WSECO sell, rent or share collected information to any other third party, and will exercise reasonable efforts to keep the information secure. Caterpillar Inc. and WSECO recognize and will respect customer privacy. Customer agrees to allow this data to be accessed by Caterpillar and WSECO within normal, accepted business practices.

The undersigned represents and warrants that he/she is authorized by Customer identified below to bind the Customer to the obligations and duties expressed herein and does so commit Customer to the terms and conditions of SA by signing below. Until this SA (or identical counterpart thereof) has been signed by our duly authorized representative, it will constitute an offer by Customer to enter into this SA with WSECO on the terms herein.

CUSTOMER: _____

By: _____

Print Name: _____

Title: _____

Date: _____

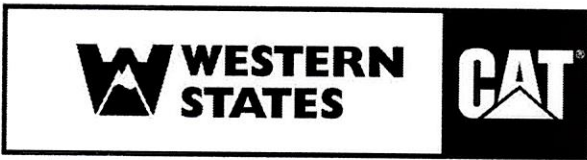
WESTERN STATES EQUIPMENT COMPANY

By: *[Signature]*

Print Name: SHANE JORTWISD

Title: Salesman

Date: 9/20/22



STANDARD WARRANTY AND APPLICATION FOR EXTENDED COVERAGE FOR CATERPILLAR PRODUCTS

The Caterpillar equipment owner identified below ("Owner") hereby applies to Western States Equipment for Standard or Extended Coverage in accordance with the terms as set forth in this document, for the Caterpillar product identified below. Owner desires the Standard or Extended coverage option(s) listed below:

COVERAGE EXPIRATION - FIRST TO OCCUR (MONTHS OR HOURS) - Months after retail purchase (less duration of rental, demonstration, or other usage, if any, prior to the first purchaser or lessee)

Standard Warranty period based on Caterpillar guidelines				
OWNER's NAME City Of Ketchum			OWNER PHONE	
OWNER ADDRESS, CITY and ZIP CODE PO Box 2315 Ketchum, ID 83340-2315				
EXTENDED WARRANTY COVERAGE New Warranty - MS New Warranty 5 years 2000 hour governmental fail safe				
MODEL 908M	PRODUCT DESCRIPTION 908M Compact Wheel	HOUR METER 7	SERIAL NUMBER H8805238	DELIVERY DATE

IMPORTANT NOTE TO OWNER: Complete terms of Standard or Extended Coverage are set forth on this document. Please read all pages carefully before signing. **YOUR RIGHTS AND REMEDIES IN CONNECTION WITH STANDARD OR EXTENDED COVERAGE ARE LIMITED AS INDICATED ON ALL PAGES OF THIS DOCUMENT. CATERPILLAR PRODUCTS CARRY NO IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS. STANDARD WARRANTY OR EXTENDED COVERAGE IS NOT INSURANCE.**

ACKNOWLEDGEMENTS: I have read and understand the terms, including limitations and exclusions, of Standard or Extended Coverage, and understand that it is not insurance. I also understand that the coverage applied for herein is not effective unless and until I pay the applicable charge for this extended coverage. I understand the SOS requirements _____ (initial)

OWNER/LESSEE SIGNATURE : _____ **DATE:** _____

The owner and product identified above meet all requirements for the coverage requested and the applicable charge for extended coverage has been paid.

DEALER SIGNATURE :  _____ **DATE:** _____

TRANSFER: The unexpired portion of the Standard or Extended Repair Coverage may be transferred with Western States Equipment approval (see section F on back for complete details). Complete the section below to request transfer.

Purchase Application <input type="checkbox"/> COMMERCIAL <input type="checkbox"/> FORESTRY <input type="checkbox"/> WASTE <input type="checkbox"/> GOVERNMENTAL <input type="checkbox"/> AG	PURCHASER NAME	DATE MACHINE SOLD	DATES INSPECTION COMPLETED & APPROVED	
	ADDRESS (STREET, RR)	(CITY/TOWN)	(STATE)	(ZIP CODE)
	TRANSFER HOUR METER READING	SIGNATURE OF NEW BUYER	DEALER CONFIRMATION	

By signing this agreement I agree to the terms on the following pages.

CATERPILLAR STANDARD WARRANTY

General Provisions: Caterpillar warrants the products sold by it, and operating within the geographic area serviced by authorized USA and Canadian Caterpillar dealers, to be free from defects in material and workmanship. In other areas and for other products, different warranties may apply. Copies of applicable warranties may be obtained by writing Caterpillar Inc. 100 N.E. Adams St., Peoria IL, USA61629-3345.

Warranty Period: The Standard Caterpillar Machine Warranty is 12 Months/UNLIMITED hours of operation (whichever occurs first), based upon Caterpillar's recommended guidelines. For new associated work tools, the warranty period is 12 Months/UNLIMITED hours, starting from the date of delivery or sale to first user. No extended coverage is available for Caterpillar work tools. For new replacement engines, the warranty is 6 months, starting from date of delivery to the first user. Note: For hydraulic line's quick connect / disconnect components sold on compact wheel loaders, mini hydraulic excavators, skid steer loaders, multi terrain loaders, and compact track loader machines, the warranty period is 50 hours starting from the date of delivery to the first user.

Caterpillar Responsibilities: If a defect in materials or workmanship is found during the Standard Warranty period, Caterpillar will, during normal working hours and at a place of business of a Caterpillar dealer or other source approved by Caterpillar. 1) Provide (at Caterpillar's choice) new, remanufactured, or Caterpillar-approved repaired parts or assembled components needed to correct the defect. 2) Replace lubricating oil, filters, antifreeze, and other service items made unusable by the defect. 3) Provide reasonable or customary labor needed to connect the defect. Note: Items replaced under this warranty become the property of Caterpillar. Owner Responsibilities: The user is responsible for: 1) Providing proof of deliver date to the first user. 2) The costs associated with transporting the product. 3) Labor costs, except as stated under "Caterpillar Responsibilities." 4) Local taxes, if applicable. 5) Parts shipping charges in excess of those which are usual and customary (air freight). 6) Cost to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship. 7) Giving timely notice of a warrantable failure and promptly making the product available for repair. 8) Costs associated with the performance of required maintenance (including proper fuel, oil, lubricants, and coolant) and items replaced due to normal wear and tear. 9) Allowing Caterpillar access to all electronically stored data. 10) Costs associated with travel time and mileage required for on-site repairs.

EXTENDED REPAIR COVERAGE

A. General Provisions: During the selected coverage period, Western States Equipment will repair or replace, at its option, covered components of the product identified on the face of this document under the Extended Coverage Section. Coverage is subject to the listed conditions of "Standard", "Full Machine", "Power Train", or "Power Train Plus Hydraulics" and for the appropriately indicated "Months" and "Hours" for components that are defective in material or workmanship, subject to the terms and conditions set forth on both sides of this document. Such repair or replacement will be free of charge for parts and labor, except as otherwise stated below or as stated within the Standard Caterpillar Warranty section above. Under the "Governmental Full Machine" option, the extended coverage includes Scheduled Oil Sampling materials and analysis provided by Western States Equipment at Caterpillar's prescribed intervals. An Extended Coverage Contract is not required for purchase or to obtain financing.

Warranty Periods: Warranty periods for Extended Coverage are indicated in the extended warranty coverage box on the face of this document. The coverage is listed for hours and months, whichever expires first.

Owners Responsibilities: The owner (lessee, for leased products) at their expense, must maintain the product in accordance with the product's Operators Manual, and, upon request, provide adequate records verifying maintenance. For the "Power Train", "Power Train Plus Hydraulics", and "Full Machine" Extended Coverage, Scheduled Oil Sampling (SOS) must be taken by the owner at Caterpillar recommended intervals and sent to Western States Equipment. Failure to do so could jeopardize the Extended Coverage and result in shared liability on a pro rata basis if SOS could have predicted or reduced the cost of a covered failure. Note: Any malfunction of the service meter shall be reported within 30 days of said malfunction in writing, or this agreement is null and void.

Power Train Extended Coverage: The following components are covered. If a component is not listed, it is not covered. 1) ENGINE: basic engine including engine components essential to engine operation (i.e., fuel pump, oil pump, water pump, turbocharger, governor, engine control module, etc.). 2) TRANSMISSION: includes transmission pump and hydraulic controls. 3) TORQUE CONVERTER/DIVIDER. 4) DRIVE LINE: includes pinion and bevel gear. 5) TRANSFER GEAR GROUP. 6) DRIVE AXLES. 7) FINAL DRIVES. 8) HYDRAULIC DRIVE PUMPS AND MOTORS: on hydraulic excavators and machines equipped with hydrostatic drive or differential steering, including hydrostatic lines between the pump and motor. 9) BRAKE COMPONENTS for track-type loaders and tractors, only if they also provide steering. 10) STEERING CLUTCH COMPONENTS: on track-type loaders and tractors, if so equipped. 11) DIFFERENTIAL STEERING COMPONENTS: includes differential steer planetary group, pump, motor and pilot valves. 12) VIBRATORY COMPONENTS: on vibratory compactors. Includes vibratory mechanism, hydraulic pump and motor, hydraulic valves, universal joints, bearings, and drum isolation system. 13) ROTOR DRIVE MECHANISM: on paving profilers, reclaimers and stabilizers. This includes the drive shaft group, sheave groups, and clutch group. This excludes belts, chains and rotor brakes. 14) ELECTRONIC CONTROLS AND SENSORS: which function to direct power for moving the machine. This includes power shift controls, engine pressure controls, differential lock, and fingertip controls. Also includes the wiring connectors that are part of the designated power train components.

Power Train Plus Hydraulics Extended Coverage: The following components are covered. If a component is not listed, it is not covered. Power Train Plus Hydraulics coverage includes all of the above listed items under Power Train for the appropriately indicated hours and months, plus the following: 1) HYDRAULIC/STEERING HOSES AND LINES. 2) HYDRAULIC QUICK-COUPPLERS AND SWIVELS. 3) HYDRAULIC TANKS: includes specific internal parts. 4) HYDRAULIC OIL FILTER BASE, excluding hydraulic oil filters. 5) HYDRAULIC PUMPS AND MOTORS: including steering pumps (main and supplemental). 6) HYDRAULIC CYLINDERS: steering, suspension, and implement hydraulic cylinders (includes bulldozer and ripper cylinders on track-type tractors). 7) HYDRAULIC VALVES AND CONTROLS: includes all parts that make up a valve for directing or controlling hydraulic fluid for steering and implements, including automatic blade controls and bucket position controls. 8) HYDRAULIC ACCUMULATORS: steering and implement. 9) HYDRAULIC OIL COOLERS: steering and implement.

Full Machine Extended Coverage: All of the listed items included in the POWER TRAIN and POWER TRAIN PLUS HYDRAULICS coverage, plus all attachments/accessories that were installed on the product before delivery which are not covered by another warranty, for the appropriately indicated hours and months of coverage on the face of this document (whichever expires first). Governmental application "Full Machine Failsafe Coverage" will also include all fluid filters and pre-paid SOS as prescribed by Caterpillar's recommendations and a 95% machine availability as recorded by owner. Machine availability for Governmental application Full Machine Failsafe coverage will be determined by:

Scheduled Hours Available for Work (numerator)

Scheduled Hours (denominator)

The machine availability will be evaluated at 12-month intervals. If machine availability is below 95%, Western States Equipment will reimburse owner

\$25.00 per hour for the

hours necessary to "enhance" availability to the 95% level.

Note: "Power Train", "Power Train Plus Hydraulics", and "Full Machine" coverage continue (unless transferred or terminated as per Section C or G below) until the expiration of the hours or months listed on the face of this document. The coverage period ends after reaching the specified number of months selected, or when the machine's hour meter reaches the specified number of hours limitation selected, whichever occurs first. Extended Coverage is available only through Western States Equipment for Caterpillar Equipment.

Note: Once Extended Coverage becomes effective, Western States Equipment's obligations there under extend only to the applicant identified on the face of this document, unless the remaining coverage is transferred to a subsequent end use purchaser of the product in accordance with Section F below, and indicated on the face of this document, or cancelled under Section G below.

Note: The travel time and mileage/hauling option is available only to Governmental application "Full Machine Failsafe coverage" option.

B. ITEMS NOT COVERED: Western States Equipment is not responsible for the following: 1) Premiums charged for overtime labor requested by the owner/lessee. 2) Transporting the product to and from the place where service is performed, or service calls made by the repairing dealer if the travel time and mileage/hauling option is not included. 3) Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, lack of proper protection during storage, vandalism, the elements, collision or other accidents, or acts of God. 4) Normal maintenance and replacement of maintenance and wear items, such as filters, oil, fuel, hydraulic fluid, lubricants, coolants and conditioners, labor for taking oil sample, tires, Freon, batteries, lights, paint, fuses, glass, seat upholstery, undercarriage, lubricated joints (including pins and bushings), blades and cutting edge parts, belts, dry brakes, dry clutch linings, and bulbs. 5) Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component. 6) Travel time and mileage for Extended Repair Coverage repairs in the field, if travel time and mileage/hauling option is not included. 7) Auxiliary Equipment Manufacturers' attachments and new associated work tools and attachments carry only one warranty as prescribed by that manufacturer. 8) Western States Equipment will not be responsible for repairs, cost of repairs, or be assessed hours against the availability guarantee for damage or downtime caused by fire, vandalism, accident, operator's abuse, negligence, strikes, acts of God, failure to perform the manufacturer's recommended maintenance as set forth by the lube and maintenance guide, tire failure or Auxiliary Equipment or Attachments. 9) Owner/Lessee will not assess the time required to perform the manufacturer's recommended maintenance as set forth by the lube and maintenance guide against the availability guarantee. 1 0) All costs (including travel time and mileage/hauling) for repairs required because of abuse or improper operation will be charged to the owner/lessee. Minor repairs that do not affect the immediate and safe operation of the machine will be completed within the earliest possible period within Western States Equipment maintenance schedule.

C. TERMINATION OF EXTENDED COVERAGE: Western States Equipment is relieved of its obligation under Extended Coverage if: 1) The product is altered or modified in any manner not approved by Western States Equipment in writing. 2) The product's hour meter has been rendered inoperative or otherwise tampered with, or any malfunction of the service meter is not reported within 30 days of said malfunction in writing to Western States Equipment. 3) The product is removed from Western States' territory. 4) Use is made of the product within an application group other than the one designated in the original application for Extended Coverage for the product.

D. LIMITATIONS OF WESTERN STATES EQUIPMENT LIABILITY: In no event will Western States Equipment be liable for any incidental or consequential damages (including, without limitation, loss of profits, rental of substitute equipment, or other commercial loss) that may be caused due to a defect in the product of the breach of performance of Western States Equipment obligations under Extended Coverage.

E. OBTAINING EXTENDED COVERAGE SERVICE: To obtain service the owner/lessee must request Extended Coverage Service from the nearest Western States Equipment branch. When making a request, the owner/lessee must promptly make the product available for repair and inform the dealer of what they believe is the problem/defect. Extended Coverage service can be performed in the field if the owner/lessee and servicing branch agree to do so. However, Western States Equipment will not be held responsible for any additional cost incurred because of the decision to repair a machine in the field. Dealer Branches toll free number:

Idaho Falls, ID	877-552-2287	Pendleton, OR	888-388-2287
Lewiston, ID	800-842-2225	Pasco, WA	800-633-2287
Meridian, ID	800-852-2287	Spokane, WA	800-541-1234
Pocatello, ID	800-832-2287	Hayden, ID	208-762-6600 (Not a toll free number)
Twin Falls, ID	800-258-1009		
Kalispell, MT	800-635-7794		
Missoula, MT	800-548-1512		
LaGrande, OR	800-963-3101		

F. TRANSFER OF UNUSED COVERAGE UPON RESALE: Remaining Extended Coverage applicable to a used Caterpillar product is transferred to a subsequent end use purchaser only if: 1) The subsequent purchase is made before the product's Extended Coverage expires. 2) The product is determined by Western States Equipment to be in satisfactory condition following an inspection performed by an authorized Western States Equipment branch at the subsequent end use purchaser's expense. 3) The subsequent end use purchaser receives Western States Equipment's written confirmation of the transfer. 4) The use of the product by the subsequent end use purchaser remains in the initial/same application group designed on the product's original coverage application, or the subsequent end use purchaser pays the amount specified by Western States Equipment for conversion of the remaining coverage to a different application group.

G. CANCELLATION OF COVERAGE: The owner may cancel Extended Coverage: 1) Within thirty (30) days of machine purchase by original end use purchaser if no claim has been made, and receive a full refund of the coverage purchase price, less a \$50.00 cancellation fee. 2) At any other time during the coverage by the first end use purchaser and receive a pro rata refund of the coverage purchase price for the unexpired term of the coverage, based on the number of lapsed months, less a \$50.00 cancellation fee. 3) Prior to cancellation owner/lessee must provide written notice of the intent to cancel coverage to the nearest Western States Equipment branch.

H. COVERAGE AFFORDED UNDER THIS CONTRACT IS NOT GUARANTEED BY THE IDAHO INSURANCE GUARANTY ASSOCIATION. OBLIGATIONS OF THE MACHINE SERVICE CONTRACT PROVIDER UNDER THIS MACHINE SERVICE CONTRACT ARE GUARANTEED UNDER A SERVICE CONTRACT LIABILITY POLICY. SHOULD THE MACHINE SERVICE CONTRACT PROVIDER FAIL TO PAY OR PROVIDE SERVICE ON ANY CLAIM WITHIN SIXTY (60) DAYS AFTER PROOF OF LOSS HAS BEEN FILED, THE MACHINE SERVICE CONTRACT HOLDER IS ENTITLED TO MAKE A CLAIM DIRECTLY AGAINST THE INSURANCE COMPANY.

I. UPON FAILURE OF THE OBLIGOR TO PERFORM UNDER THE CONTRACT, CATERPILLAR INSURANCE COMPANY SHALL PAY ON BEHALF OF THE OBLIGOR ANY SUMS THE OBLIGOR IS LEGALLY OBLIGATED TO PAY OR SHALL PROVIDE THE SERVICE THAT THE OBLIGOR IS LEGALLY OBLIGATED TO PERFORM ACCORDING TO THE OBLIGOR'S CONTRACTUAL OBLIGATION UNDER THE SERVICE CONTRACTS ISSUED BY THE OBLIGOR, AND CATERPILLAR INSURANCE COMPANY WILL PAY CLAIMS AGAINST THE OBLIGOR FOR THE RETURN OF THE UNEARNED PURCHASE PRICE OF THE SERVICE CONTRACT.

J. THIS DOCUMENT IS NOT AN IMPLIED WARRANTY. THIS COVERAGE IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REMEDIES UNDER THIS COVERAGE ARE LIMITED TO THE PROVISION OF MATERIAL AND LABOR, AS SPECIFIED HEREIN. WESTERN STATES EQUIPMENT IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

K. REGISTER OBLIGOR: WESTERN STATES EQUIPMENT COMPANY IS REGISTERED OBLIGOR, WHO IS CONTRACTUALLY OBLIGATED TO THE SERVICE CONTRACT HOLDERS NAME TO PROVIDE SERVICE UNDER THIS SERVICE AGREEMENT. WESTERN STATES EQUIPMENT COMPANY CAN BE CONTACTED AT THE FOLLOWING ADDRESS OR PHONE NUMBER: WESTERN STATES EQUIPMENT COMPANY 500 E OVERLAND ROAD, MERIDIAN, ID 83642 (208) 888-2287. SERVICE CONTRACT INSURER: CATERPILLAR INSURANCE COMPANY 2120 WEST END AVE., NASHVILLE, TENNESSEE 37203 | 800 248-4228



Caterpillar Inc.
Peoria, Illinois 61629

Check when information has been entered into the Product Information System through Caterpillar dealer terminal.

DO NOT SEND IF ENTERED INTO P.I.S.

Delivery Service Record

Comprobante Del Servicio de Entrega

DLR. CODE	MODEL	MACHINE SERIAL NO.	HOURS	DELIVERY DATE	ENGINE SERIAL NO.
COD. DISTRIB.	MODELO	N/S MAQUINA	HORAS	FECHA DE ENTREGA	N/S MOTOR
H510	908M	H8805238	7		

ATTACHMENTS INSTALLED: BUCKET, DOZER, RIPPER, WINCH, CAB, TRANSMISSION, BOOM, STICK, ETC.

ACCESORIOS INSTALADOS: CUCHARON, HOJA, DESGARRADOR, MALACATE, CABINA, TRANSMISION, PLUMA, BRAZO, ETC.

Mfr. & Model or Part No. Fabricante y Modelo o N/P	Mfr. & Model or Part No. Fabricante y Modelo o N/P	Mfr. & Model or Part No. Fabricante y Modelo o N/P	Mfr. & Model or Part No. Fabricante y Modelo o N/P
81" BKT 1.4YD3 GP SSL 908 H/M	SNOW PUSH 8' STEEL T/E SSL	48" P Forks QC 906-908	
Serial No. N/S A421CBK23211	Serial No. N/S	Serial No. N/S E0106137A	Serial No. N/S


Customer Name (Please Print) City Of Ketchum
Nombre del Cliente (con letra de imprenta)

Dirección postal completa PO Box 2315 Ketchum, ID 83340-2315

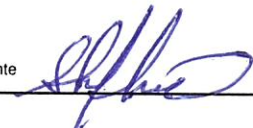
Country USA
país

Delivery service on this machine has been completed, including the following items. Check () when each item is completed.
El servicio de entrega de esta máquina se ha completado incluso los puntos siguientes, Marque () cada punto que complete.

- 1. Operation Guide delivered with machine and operating controls and warning labels explained to user.
Se entregó con la máquina la Guía de Operación y se explicó al usuario la operación de los controles y los rótulos de advertencia.
- 2. Maintenance Guide delivered with machine and maintenance service, fluid levels and adjustments explained to user.
Se entregó con la máquina la Guía de Conservación y se explicó al usuario el servicio de conservación, ajustes y nivel de fluidos
- 3. Parts Book delivered with machine.
Se entregó con la máquina el Catálogo de Piezas.
- 4. All items on Delivery Checklist have been completed.
Se hizo todo lo indicado en el Comprobante de Entrega (No. de Forma 01-085314-03).

 User's Signature
Firma del usuario

Dir. Rep. Signature
Firma del representante del distribuidor



Delivery Checklist CONTINUED ON REVERSE SIDE

At dealership

- Make sure all pending Safety Product Improvement Programs (PIP) have been completed.
- Make sure all necessary forms and literature are available.
- All decals are installed.
- All attachments are installed/available.
- Install shipping/service lock pins in fire suppression system (if equipped) when transporting machine.

At delivery area with customer (owner, operator):

- Explain Parts Book.
- Explain all warning labels on machine.
- Show location of all serial numbers on machine.

Lubrication and Maintenance.

- Explain Maintenance Guide.
- Instruct how to use lubrication and maintenance chart.
- Show all lubrication points on the machine and attachments.

Lista de Comprobación SIGUE AL DORSO

En la distribuidora

- Asegurese que se completaron los programas pendientes de mejoras al producto para fines de seguridad (PIP).
- Asegurese que hay disponibles todas las formas y folletos necesarios.
- Se han puesto todas las etiquetas.
- Todos los accesorios están instalados/disponibles.
- Se han instalado los pasadores de traba para embarque/servicio en el sistema supresor de incendios (si tiene) al transportar la máquina.

En el lugar de entrega, con el cliente (propietario, operador).

- Explicar el Catálogo de Piezas.
- Explicar todos los rótulos de advertencia de la máquina.
- Mostrar ubicación de todos los números de serie en la máquina.

Lubricación y Conservación

- Explicar la Guía de Conservación.
- Indicar cómo se utiliza el cuadro de lubricación y conservación.
- Mostrar todos los puntos de lubricación de la máquina y accesorios.



DIGITAL AUTHORIZATION

CATERPILLAR TELEMATICS DATA AND CAT REMOTE SERVICES-SOFTWARE UPDATES PROCESS FOR SELECT PRODUCT LINK TELEMATICS AND CAT EQUIPMENT CONTROL MODULE SOFTWARE.

Customer equipment has installed devices that transmit data to Caterpillar Inc. ("Caterpillar").

Data transmitted to Caterpillar is used in accordance with Caterpillar's Data Governance Statement ("DGS"), which describes Caterpillar's practices for collecting, sharing and using data and information related to customers machines, products, Devices or other Assets and their associated worksites. The DGS can be reviewed at <https://www.caterpillar.com/en/legal-notices/data-governance-statement.html>.

Caterpillar's process for performing remote diagnostics and making available remote software and firmware updates and upgrades, such as configuration, patches, bug fixes, new or enhanced features, etc., for Assets and Devices is described in the Cat® Remote Services – Software Update Process for select ProductLink™ Telematics and Cat Equipment Control Module Software document (the "RSP Document"). The RSP Document can be reviewed at https://www.cat.com/remoteservicesprocess_ga=2.245276421.1412167159.1561985855-475983137.1559312215.

Company acknowledges and agrees to data transmission to Caterpillar via devices installed on Company equipment or by other means as outlined and described in the DGS, and grants to Caterpillar the right to collect, use, and share such information, including to its Distribution Networks or other affiliates, in accordance with the Caterpillar Data Governance Statement. Company's authorization also applies to any data and information previously collected by Caterpillar.

AGREE

DECLINE

Company acknowledges and agrees to participate in Remote Services (including, remote diagnostics and remote updates and upgrades) and authorizes Caterpillar to remotely access, program, and install updates and upgrades for Company's Assets and Devices in accordance with the Remote Services Process Document.

AGREE

DECLINE

The rights granted in this authorization survive the termination or expiration of the Company's subscriptions to any Digital Offerings. Except as set out in a written agreement between Company and Caterpillar expressly referencing the Data Governance Statement, this authorization supersedes and replaces any other authorizations with regard to the subject matter hereof.

FOR DEALER USE ONLY

[Signature] Company : _____

Company Name (print) : Walmart

[Signature] Company Representative (print) : _____

[Signature] Signature : _____

[Signature] Date : _____

Company UCID : _____

Company Representative CWS ID : _____

Main Store Dealer Code : _____

Dealer Representative Name : _____

Dealer Representative CWS ID : _____

GEM Failsafe Maintenance Agreement



CUSTOMER NO.: 4855600

Monday, September 19, 2022

- Preventive Maintenance Kits - Necessary filters, seals, gaskets and SOS kits required by the Caterpillar Lubrication and Maintenance guide are included. With the exception of dry filters, NOTE: Some hour interval services may consist mostly of taking oil samples and checking fluid levels. POK kits will not include fluids.
- If the POK is shipped with a reman part, the core will be charged to the customer when the part is shipped. Cores must be returned in the original container within 60 days for refund consideration.
- No phone calls needed, we will proactively monitor your machine hours to ship your POK kits if equipped with productlink.
- In the event of machine being sold under this agreement, the agreement will follow the machine serial number to the new owner when machine resided WSECO territory.
- Agreement will follow the Warranty terms.
- Yearly machine condition inspection will be performed.

Equipment Number	Serial Number	Model Number
E0085921	H8805238	908M

Agreement requires shipping address for the parts only kits. (No PO BOX)

Address: _____
 City: _____
 State: _____
 Zip Code: _____

Customer

Western States Equipment

 _____

Signature and Title

 _____
Signature and Title

Terms and Conditions

Unless otherwise agreed in writing by the President or a Vice President of Western States Equipment Company, the purchase of services, goods and parts from Western States Equipment Company will be governed solely by the Western States Equipment Company's Customer Value Agreement Terms and Conditions ("**Terms and Conditions**"), which are available at <https://www.westernstatescat.com/termsandconditions/>. A hard copy of the Terms and Conditions is available upon written request to legal@wseco.com. Western States Equipment Company's Terms and Conditions are hereby incorporated by reference into this document and all other documents related to your purchase of services, goods and parts from Western States Equipment Company. By purchasing services, goods and parts from Western States Equipment Company, you agree to be bound by the Terms and Conditions as exactly written.



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

PURCHASE ORDER
 BUDGETED ITEM? ___ Yes ___ No

PURCHASE ORDER - NUMBER: 23013

To: 4383 WESTERN STATES CAT BOX 3805 SEATTLE WA 98124-3805	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
---	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
10/01/2022	bancona	bancona		0	

Quantity	Description	Unit Price	Total
1.00	COMPACT WHEEL LOADER 64-4340-7600	121,870.68	121,870.68
1.00	85" 2420 SNOW BLOWER 64-4340-7600	8,078.02	8,078.02
1.00	8' STEEL SNOW PUSH 64-4340-7600	3,872.09	3,872.09
1.00	48' FORKS 64-4340-7600	2,639.72	2,639.72
SHIPPING & HANDLING			0.00
TOTAL PO AMOUNT			136,460.51

 Authorized Signature



City of Ketchum

October 3, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to approve Task Order #3 with Superbloom Landscape Architects for Professional Services to advance the Warm Springs Preserve Master Plan

Recommendation and Summary

Staff is recommending approval of Task Order #3 with Superbloom Landscape Architects to advance the next phase of the Warm Springs Preserve Master Plan. In August, Council approved Task Order #2, which consisted of developing a concept plan articulating different zones of the property with associated program goals/uses. Those deliverables were shared during a public open house and joint meeting of the City Council and Planning/Zoning Commission. The Wood River Land Trust has agreed to fund a portion of this task order as outlined in the financial section below.

"I move to approve Task Order #3 with Superbloom Landscape Architects."

The reasons for the recommendation are as follows:

- The task order will result in refinement of the concept plan (entry/parking lot, restroom/storage building, plant selections, amenity locations (picnic tables, benches). Rio will complete hydraulic model and 3D surface from data collected in Task Order #2.
- The city completed a competitive solicitation for proposals and Superbloom was the unanimous recommendation by the review committee.
- Superbloom has completed similar projects for other public entity clients in the west. Their partnering team (Rio Applied Science) has completed past water engineering work on the Warm Springs Preserve site as well as having significant experience in the Wood River area.

Introduction & History

On April 14th, the city officially acquired the Warm Springs Preserve via private donations. The public was informed early in the fundraising process that the city would complete a detailed master planning process to guide future improvements to the property. The city recently received \$1 million from the Spur Foundation to fund the implementation of the master plan.

During the RFP process, the city sought to engage a professional firm or collection of resources (team) to (1) create a long-term master plan for the Warm Springs Preserve, and (2) serve as architect of record in the development of construction drawings or bid documents to implement the master plan.

The master plan will address the location of the following passive green space amenities:

- Pedestrian connection points to adjacent neighborhood, River Run lodge and Warm Springs Village
- Walking trails
- Public restroom/maintenance facility /water bottle refill station
- Wayfinding signage
- Donor recognition elements
 - History of the property/donor wall
 - Picnic tables
 - Benches

The plan will also address the following improvement areas:

- Re-vegetation of portions of property from water intensive grass to native grasses
- Warm Springs Creek habitat restoration and floodplain conveyance improvements
- Replacement of irrigation system and recommission intake/holding pond area

Significant public engagement will occur throughout the process with the City Council as the final approval body of the plan. City staff will lead public outreach efforts in concert with the design team.

Sustainability Impact

The master plan will address the following elements:

- New irrigation system to assist with water efficiency
- Revegetation of certain areas from water consumptive grasses to more native species
- Stream restoration to assist with water quality and wildlife habitat
- Flood conveyance improvements

Financial Requirement/Impact

Task Order #3 is proposed to be a not-to-exceed amount of \$47,750. The Wood River Land Trust has agreed to fund \$21,571 of the task order as it relates to the proposed creek/habitat restoration work. Sufficient funds exist in the Warm Springs Preserve Trust Account from donations.

Attachments

Task Order #3

Amended Purchase Order #22107

SUPERBLOOM

TASK ORDER # 3

September 15, 2022

Project: WARM SPRINGS PRESERVE | Ketchum, ID

Scope of Work: This proposal outlines the anticipated goals, services, meetings and deliverables for the second public touch point (heretofore "Touch Point No. 2") for the Warm Springs Preserve project. The scope of this proposal includes only those deliverables and meetings expressly listed herein. The primary intent of this proposal is to further the analysis and design efforts for the next phase of the Master Planning process.

Client: City of Ketchum, Idaho ("The City"), PO Box 2315, Ketchum, ID 83340

03 Touch Point #2 - Community Engagement & Detailed Feedback (6-8 weeks)

Budget/Fee

\$47,750
hourly,
not-to-exceed

This proposal is for Task Order #3, which is a continuation of prior work advancing the conceptual design of the overall project, stream and floodplain restoration on the Warm Springs Preserve for the City of Ketchum (Client) and its stakeholders including the Wood River Land Trust. This task order will synthesize the big picture concept with ecological data and community feedback. We will refine the master plan and develop specific focus areas of the design in more detail.

Meetings/Site Visits

It is anticipated the Client will make necessary arrangements to meet with stakeholders and obtain site access as needed. This Task Order includes:

- 1 Full-Team Site Visit for Public Meeting #2 and Planning & Zoning and City Council Joint Session - Superbloom x Rio (2 working days)
Scheduled: Final Date TBD, anticipated early- to mid-November 2022
- 2-3 Virtual Client Meetings

Deliverables

- Concept Refinement and design alternatives for subareas including but not limited to: entry, parking lot, access points, trail locations, creek spur locations and, amenity locations, etc
- Lightly rendered plan
- Sketch vignettes
- Diagrams as needed to describe concept refinements
- Develop Conditions Hydraulic Model from data collected in TO #2
- Develop Existing 3D Surface from data collected in TO #2
- Mood Boards for Plant Zones and Educational Concepts
- High Level Budget updates
- Presentation boards for Public Meeting #2 (to be printed by the Client)
- Slide deck for Joint City Council and/or P&Z Meeting #2

Total Fee (Task Order #3)

\$47,750 including
hourly, NTE* expenses**

**fee includes \$21,572 for Rio / Ecosystem Sciences scope, under subconsultant agreement with Superbloom (PLEASE SEE ATTACHED).*

***fee includes expenses for site visits described herein; large-format printing as requested in writing by Client will be billed at-cost.*

This exhibit is attached to and made a part of the Client's master agreement dated June 15, 2022 between the Client and Superbloom for the purposes of providing professional landscape services. Additional services or hours beyond above noted hours will be billed at the following rates only with prior approval from Client:

Standard Billing Rates, 2022

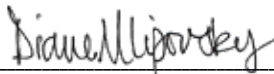
Team billing rates below, provided for reference only. Rates subject to change annually. Superbloom will notify Client of updates 30 days prior to change.

Superbloom		Rio ASE	
Principal/Landscape Architect	\$175.00/hr	Senior Principal Geomorphologist	\$150
Project Manager	\$125.00/hr	Principal Geomorphologist	\$145
Landscape or Graphic Designer	\$100.00/hr	Principal Engineer	\$145
Graphic Designer	\$100.00/hr	Staff Engineer II	\$115
Research Assistant	\$ 90.00/hr	Staff Engineer I	\$95-110
Intern	\$65.00/hr	Office Manager	\$85

Reimbursable Expenses

Expenses are included in the above fees except where noted.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

By:  9/15/22
Stacy Passmore or Diane Lipovsky, Principal

Studio Superbloom, LLC

By: _____
(signature)

Printed Name/Title: _____

By signing, Client acknowledges that they have read and understand this proposal, any additional scope of work and material selections and all documents referenced therein, along with the terms and conditions attached hereto. Client agrees that upon signature this Proposal becomes the sole contract between Client and Superbloom. By signing, Client confirms that it is the owner or duly authorized representative of the owner, of the property where work is to be performed and has full, binding, legal authority to enter into this Agreement.

**Estimated Labor & Expenses
SUPERBLOOM**

Warm Springs Preserve: Scope, Schedule, and Budget			Team Member: (Affiliation)		Stacy Passmore (Superbloom)	Diane Lipovsky (Superbloom)	Domonique Raymond (Superbloom)	Helen Davidoski (Superbloom)	Kathryn Landers (Superbloom)	Cost (\$)
			Billing Rate (\$/hr):		\$175.00	\$175.00	\$125.00	\$100.00	\$65.00	
Task	Start Date	End Date	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs		
2: Touch Point #2 (Detailed Feedback)	9/20/22	11/15/22	61	54	0	0	60		\$24,025.00	
Labor Subtotals:			61	54	0	0	60		\$24,025.00	
Expenses								UNIT	VALUE	Cost (\$)
Superbloom - Airfare, estimated (1 trip, 2 people) (at cost)								2	\$400.00	\$800.00
Superbloom - Meals (3 days/2 people)								6	\$75.00	\$450.00
Superbloom - Travel, estimated (ride share)								4	\$50.00	\$200.00
Superbloom - Lodging (2 nights/2 people)								4	\$175.00	\$700.00
-								-	-	-
-								-	-	-
										\$26,175.00

SUBCONSULTANTS

Warm Springs Preserve: Scope, Schedule, and Budget			Team Member: (Affiliation)														Cost (\$)
			Rob Richardson (Rio ASE)	Jeff Fealio (Rio ASE)	Joe Young (Rio ASE)	Mark Piccolid (Rio ASE)	Tim Sickles (Rio ASE)	Zach Sudman (Rio ASE)	Erin Murray (Rio ASE)	Tim Maguire (Ecosystem Sciences)	Derek Rizzo (Ecosystem Sciences)	Zach Hill (Ecosystem Sciences)	Zack Herzfeld (Ecosystem Sciences)	Conner Jackson (Ecosystem Sciences)			
Task	Start Date	End Date	Billing Rate (\$/hr)	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	
2: Touch Point #2 (Detailed Feedback)	10/1/22	11/15/22	\$145.00	41	14	2	14	34	34	34	2	0	4	17	6	0	\$20,650.00
Labor Subtotals:				41	14	2	14	34	34	34	2	0	4	17	6	0	\$20,650.00
Expenses												Units	Rate	Cost (\$)			
Rio ASE - In-Person Meeting (1 person, Lodging for only 1 of 2 trips)												1	\$125.00	\$125.00			
Rio ASE - In-Person Meetings (1 person, 2 trips, mileage)												610	\$0.63	\$381.25			
Rio ASE - In-Person Meetings (1 person, 2 trips, lunch and dinner)												2	\$75.00	\$150.00			
Ecosystem Sciences - In-Person Meetings (1 person, 1 trip, mileage)												305	\$0.63	\$190.63			
Ecosystem Sciences - In-Person Meetings (1 person, 1 trip, lunch and dinner)												1	\$75.00	\$75.00			
Expenses Subtotal:														\$921.88			
Grand Total:														\$21,571.88			



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

PURCHASE ORDER
 BUDGETED ITEM? ___ Yes ___ No

PURCHASE ORDER - NUMBER: 22107

To: 5810 STUDIO SUPERBLOOM, LLC 23 LINCOLN ST #200 DENVER CO 80203	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
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P. O. Date	Created By	Requested By	Department	Req Number	Terms
06/09/2022	kchoma	kchoma		0	

Quantity	Description	Unit Price	Total
1.00	TASK ORDER 1: MASTER PLANNING WARM 93-4900-5910	10,000.00	10,000.00
1.00	TASK ORDER 2: MASTER PLANNING WARM 93-4900-5910	50,000.00	50,000.00
1.00	TASK ORDER 3: MASTER PLANNING WARM 93-4900-5910	47,750.00	47,750.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		107,750.00

 Authorized Signature



City of Ketchum

October 3, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Enter into Contract 23012 with Mountain Rides Transportation Authority

Recommendation and Summary

Staff is recommending the council approve the annual contract with Mountain Rides Transportation Authority (MRTA) and adopt the following motion:

"I move to authorize the Mayor to sign Contract 23012 with Mountain Rides Transportation Authority."

The reasons for the recommendation are as follows:

- The City contracts with MRTA for public transportation services as identified in the contract.
- The funding was approved in the FY23 adopted budget.

Introduction and History

The MRTA provides the City with public transportation services as part of a joint powers authority established with the Cities of Bellevue, Hailey, and Sun Valley as well as Blaine County.

Analysis

The FY23 contract for services provides for a level of service consistent with the FY22 adopted service plan.

Sustainability

Approval of contract will assist with the economic sustainability of our community.

Financial Impact

The total budget is \$527,000 for operations/services and a one-time \$242,000 capital improvements local match. Funding will be allocated from Local Option Taxes within the approved FY23 budget.

Attachments

Proposed Contract 23012

CONTRACT FOR SERVICES
MOUNTAIN RIDES TRANSPORTATION AUTHORITY

THIS CONTRACT FOR SERVICES (hereinafter the “Contract”) is made and entered this 16th day of September, 2022, by and between the **CITY OF KETCHUM, IDAHO**, a municipal corporation (hereinafter referred to as “the City”) and the **MOUNTAIN RIDES TRANSPORTATION AUTHORITY** (hereinafter referred to as “Mountain Rides”), an Idaho Transportation Authority, formed and existing pursuant to a Joint Powers Agreement duly executed, extended, and recorded as Instrument #663052 in Blaine County, Idaho (recorded 9/10/19). This Contract is hereby entered into in contemplation of the following findings:

FINDINGS

1. The City is a municipal corporation duly organized and existing under the law of the State of Idaho §50-101 et seq.
2. Mountain Rides is an Idaho Transportation Authority formed and existing pursuant to a Joint Powers Agreement duly executed and recorded as Instrument #663052 in Blaine County, Idaho.
3. The City is a destination resort city as defined by Idaho Code § 50-1044, as it derives a major portion of its economic well-being from businesses catering to the recreational needs and meeting the needs of people traveling to the City for an extended period of time. The City, as a resort city, is eligible to collect a local option non-property tax.
4. Pursuant to Idaho Code §50-301 and §50-302, the City is empowered to enter into contracts and take such steps as are reasonably necessary to maintain the peace, good government and welfare of the City and its trade, commerce, and industry. Accordingly, the City has the power as conferred by the State of Idaho to provide directly for certain promotional activities to enhance the trade, commerce, industry, and economic wellbeing of the City.
5. Mountain Rides provides an efficient and responsive public transportation system which is easily identifiable, is coordinated in a manner to encourage the ease of ridership, is charged with planning and implementing multi-modal transportation technologies, when feasible, and will seek to reduce the congestion and pollution of individual vehicular trips within Blaine County.
6. Mountain Rides’ mission is to establish, implement, maintain, fund, and operate a comprehensive public transportation system by motor buses, vans, or other appropriate means, including but not limited to multi-modal transportation systems, on a scheduled or unscheduled and charter basis throughout Blaine County for the benefit of the inhabitants and visitors in Blaine County. Mountain Rides strives to provide services that are safe, user oriented, environmentally friendly, economically stable, and supportive of a strong local economy.
7. The organizational purpose and goals of Mountain Rides are complementary to those of the City.
8. Mountain Rides has faithfully and diligently carried out its mission to provide services that promote and enhance the trade, commerce, and industry of the City. It is in the best interests of the public health, welfare, and prosperity of the City to provide regional transportation services.
9. The City intends to contract with Mountain Rides to provide such services for consideration as hereinafter provided.
10. Mountain Rides desires to enter into a contract with the City to provide transportation services all as hereinafter provided.

NOW, THEREFORE, on the basis of the foregoing Findings the Parties agree as follows:

1. Services to be Provided by Mountain Rides. Mountain Rides hereby agrees to provide transportation services for the City and to provide public transportation services to residents and visitors to the City and the Mountain Rides service area, within the confines of the Mountain Rides budget. Services to be provided are set forth in Exhibit A of this Contract. Mountain Rides agrees that it shall provide, at its sole expense, all costs of labor, materials, supplies, business overhead and financial expenses, insurance, fidelity bonds, and all necessary equipment and facilities required to provide the transportation services as set forth in this Contract.
2. Term. The Term of this Contract shall commence October 1, 2022, and terminate September 30, 2023.
3. Consideration.
 - a. In consideration for providing the services herein described, the City agrees to pay to Mountain Rides the total sum of SEVEN HUNDRED SIXTY NINE THOUSAND DOLLARS (\$769,000), payable in equal monthly installments throughout the Term of this Contract. Mountain Rides will provide the City with an invoice prior to each due date setting forth the amount of the installment due. The City shall pay Mountain Rides the amount set forth in each such invoice no later than thirty (30) days after the date of each such invoice.
 - b. The City's contribution to Mountain Rides is part of Mountain Rides FY2023 Operating Budget to be adopted by the Mountain Rides Board on September 21, 2022. Mountain Rides' FY2023 Operating Budget is summarized in Exhibit B of this Contract.
 - c. In consideration and as part of this Contract, and upon request, Mountain Rides will provide to Ketchum City Council, on or after April 15, 2023, via presentation at a City Council meeting, a mid-year Report including activities, ridership, financial conditions, and other information describing the then-current condition of the transportation system. In addition, Mountain Rides will provide a budget request and, upon request, a report coincident with the City's FY2024 budget deliberations.
 - d. In the event that budgeted revenue from any of Mountain Rides' funding partners (local government, federal government, fares, or private business funding) identified in Mountain Rides' FY2023 Operating Budget is not collected as expected, Mountain Rides may need to adjust its adopted FY2023 Service Plan in order to balance revenue with expenses. In this event, Mountain Rides will give notice to the City as to the adjustments that impact transit service within the City. Mountain Rides and the City will work to come to a mutually acceptable adjusted service plan. If a mutually acceptable adjusted service plan cannot be reached, the City may terminate this Contract upon thirty (30) days written notice to Mountain Rides.


4. Termination. The City may, at its sole discretion, terminate, with or without cause, this Contract immediately upon one hundred twenty (120) days prior written notice to Mountain Rides. In the event of such termination, the City shall make all payments due to Mountain Rides through the end of the 120-day notice period and thereafter shall have no further responsibility to make any payment to Mountain Rides under this Contract. Mountain Rides, in its sole discretion, shall adjust services as may be necessitated as a result of any termination of this Contract.
5. Equal Employment Opportunity. Mountain Rides covenants that it shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.
6. Default. In the event either Party fails to perform its responsibilities, as set forth in this Contract during the contract term, this Contract may, at the option of the non-defaulting Party, be terminated. Upon termination under this paragraph, Mountain Rides, in the event it intentionally breaches its responsibilities, shall not be entitled to receive any unpaid installments of the consideration called for in paragraph 3 of the Contract.
7. Independent Contractor Status. The Parties acknowledge and agree that Mountain Rides shall provide its services for the fee specified herein in the status of independent contractor, and not as an employee of the City. Mountain Rides and its agents, employees, and volunteers shall not accrue leave, retirement, insurance, bonding, or any other benefit afforded to employees of the City. The sole interest and responsibility of the City under this Contract is to assure itself that the services covered by this Contract shall be performed and rendered by Mountain Rides in a competent, efficient, and satisfactory manner.
8. Hold Harmless. Any contractual obligation entered into or assumed by Mountain Rides, or any liability incurred by reason of personal injury and/or property damage in connection with or arising out of Mountain Rides' obligations pursuant to this Contract shall be the sole responsibility of Mountain Rides, and Mountain Rides covenants and agrees to indemnify and hold the City harmless from any and all claims or causes of action arising out of Mountain Rides' activities and obligations as set forth hereinabove, including, but not limited to, personal injury, property damage, and employee complaints.
9. Non-Assignment. This Contract may not be assigned or transferred by either Party, in whole or in part, without the prior written consent of the other Party.
10. Miscellaneous Provisions.
 - a. Paragraph Headings. The headings in this Contract are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Contract or any of the provisions of the Contract.
 - b. Provision Severable. Every provision of this Contract is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Contract.
 - c. Rights and Remedies are Cumulative. The rights and remedies provided by this Contract are cumulative and the use of any one right or remedy by any Party shall not preclude nor waive its rights to use any or all other remedies. Any rights provided to the Parties under this Contract are given in addition to any other rights the Parties may have by law, statute, ordinance or otherwise.
 - d. Successor and Assigns. This Contract and the terms and provision hereof shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the Parties hereto.

- e. Entire Contract. This Contract contains the entire agreement between the Parties respecting the matters herein set forth and supersedes all prior agreements between the Parties hereto respecting such matters.
- f. Governing Law. This Contract shall be construed in accordance with the laws of the State of Idaho.
- g. Preparation of Contract. No presumption shall exist in favor of or against any Party to this Contract as a result of the drafting and preparation of the document.
- h. No Waiver. No waiver of any breach by either Party of the terms of this Contract shall be deemed a waiver of any subsequent breach of the Contract.
- i. Amendment. No amendment of this Contract shall be effective unless the amendment is in writing, signed by each of the Parties.
- j. Notices. Notices hereunder shall be by personal delivery or US Mail Certified/Return Receipt and shall be deemed effective upon such personal delivery or two (2) business days after mailing, whichever is later. Notices shall be provided as follows:
 - i. The City:
 - City Administrator
 - City of Ketchum
 - PO Box 2315
 - Ketchum, ID 83340-2315
 - ii. Mountain Rides:
 - Executive Director
 - Mountain Rides Transportation Authority
 - PO Box 3091
 - Ketchum, ID 83340-3091

IN WITNESS WHEREOF, the Parties have executed this Contract on the day and year first written above.

MOUNTAIN RIDES TRANSPORTATION AUTHORITY

CITY OF KETCHUM



 Wallace E. Morgus, Executive Director

 Neil Bradshaw, Mayor

ATTEST:

 Jade Riley, City Administrator

EXHIBIT A Mountain Rides FY2023 Service Plan



Exhibit A FY2023 Service Plan

Service	Service Hours	Notes
Blue	11,710.0 hours	Fall/Spring: 7:00am - 10:30pm daily; Summer/Winter: 7:00am - 2:30am daily
Blue 1	5,525.0 hours	Fall/Spring: 7:00am - 10:30pm daily; Summer/Winter: 7:00am - 12:00am daily
Blue 2	6,207.0 hours	Fall/Spring: 7:30am - 7:00pm daily; Summer/Winter: 7:30am - 2:30am daily
Valley	14,732.5 hours	Sun - Thu: 6:00am - 12:00am; Fri - Sat: 6:00am - 1:00am
Hailey	2,304.0 hours	Mon - Fri: 8:00am - 5:00pm
Twin Falls	1,689.0 hours	Mon, Wed, Fri: 6:00am - 7:00pm
Red	1,630.0 hours	Nov 24, 2022 - Apr 9, 2023: 8:30am - 5:00pm daily; Summer Music Festival (21 days): 4:00pm - 8:00pm
Red 1	1,202.0 hours	Nov 24, 2022 - Apr 9, 2023: 8:30am - 5:00pm daily; Summer Music Festival (21 days): 4:00pm - 7:30pm
Red 2	428.0 hours	Dec 10, 2022 - Mar 26, 2023: 8:30am - 12:30pm daily
Bronze	968.0 hours	Dec 10, 2022 - Apr 9, 2023: 8:30am - 4:30pm daily
Silver	2,018.5 hours	Nov 24, 2022 - Apr 9, 2023: 8:00am - 6:30pm daily; Jul 3, 2023 - Sep 10, 2023: 8:30am - 4:30pm daily (Wed until
Gold	963.0 hours	Dec 10, 2022 - Mar 26, 2023: 8:00am - 5:00pm daily
Resort	3,949.5 hours	Bronze, Silver, Gold: Nov 24, 2022 - Apr 9, 2023
Total	36,015.0 hours	

EXHIBIT B
Mountain Rides FY2023 Operating Budget



	FY23 Draft
Income	
Total 41000 · Federal Funding	\$ 2,843,877
Total 43000 · Local Funding	1,078,210
Total 44000 · Fares	140,000
Total 45000 · Other Revenue	90,000
Total 47000 · Private Donations	11,000
48000 - Transfer from Housing Fund	10,000
49000 · Interest Income	3,000
50000 · Excess Operating Funds	80,000
Total Income	\$ 4,256,087
Expenses	
Total 51000 · Payroll Expenses	\$ 2,948,178
Total 52000 · Insurance Expense	145,579
Total 53000 · Professional Fees	36,000
Total 54000 · Equipment/Tools	13,000
Total 55000 · Rent and Utilities	26,000
Total 56000 · Supplies	41,000
Total 57000 · Repairs and Maint.	47,000
Total 58000 · Communications Exp.	24,600
Total 59000 · Travel and Training	30,090
Total 60000 · Business Expenses	22,700
Total 61000 · Advertising	36,380
Total 62000 · Mrktg and Promotion	32,000
Total 63000 · Printing and Repr.	15,000
64000 · Fuel Expense	460,614
Total 65000 · Vehicle Maintenance	197,500
69500 · Contribution to Fund Balance	180,447
Total Expense	\$ 4,256,087
Net Surplus (Deficit)	\$ -



City of Ketchum

October 3, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Enter into Contract 23010 with Friends of the Sawtooth Avalanche Center

Recommendation and Summary

Staff is recommending the council approve the annual contract with Friends of the Sawtooth Avalanche Center (FSAC) and adopt the following motion:

"I move to approve Contract 23010 with Friends of the Sawtooth Avalanche Center."

The reasons for the recommendation are as follows:

- The primary reason for the City to enter this contract is to support the FSAC's and Sawtooth Avalanche Center's (SAC) shared mission to save lives by reducing avalanche risk to people recreating, working and traveling on and around the Sawtooth National Forest.
- The funding was approved in the FY23 adopted budget.

Introduction and History

Fiscal year 2023 will be the 2nd year that Ketchum has contracted with FSAC. FSAC was previously supported by the Fire Department.

Analysis

The City's contribution will fund the Daily Avalanche Forecasts – a critical tool for sharing avalanche and weather information with the local and tourist winter recreation community and with the professional and business community such as Blaine County Search and Rescue, law enforcement and fire departments.

Sustainability

None.

Financial Impact

The cost for services is \$4,000 for the year and funding will be allocated from the Local Option Tax Account within the approved FY23 budget.

Attachments

Proposed Contract #23010

CONTRACT FOR SERVICES 23010

THIS AGREEMENT, made and entered into this 3rd day of October 2022, by and between the CITY OF KETCHUM, IDAHO, (hereinafter referred to as "the City") and the FRIENDS OF THE SAWTOOTH NATIONAL FOREST AVALANCHE CENTER, an Idaho nonprofit corporation with an IRS 501 (c)(3) designation, (hereinafter referred to as "FSAC").

FINDINGS

1. Ketchum is a municipal corporation duly organized and existing under the laws of the State of Idaho.
2. FSAC is an Idaho non-profit organization with an IRS 501(c)(3) designation engaged in the business of supporting the Sawtooth Avalanche Center's mission of promoting life-saving avalanche safety information, education and outreach.
3. Ketchum is a destination resort city as defined by Idaho Code § 50-1044 as it derives a major portion of its economic wellbeing from businesses catering to the recreational needs and meeting the needs of people traveling to the Sun Valley area. As a resort city, Ketchum is eligible to and does collect a local option non-property tax.
4. Pursuant to Idaho Code § 50-301 and § 50-302, Ketchum is empowered to enter into contracts and take such steps as are reasonably necessary to maintain the peace, good government and welfare of the City and its trade, commerce and industry. Accordingly, Ketchum has the power as conferred by the State of Idaho, to provide directly for certain promotional activities to enhance the trade, commerce, industry, and economic well-being of the City.
5. The primary reason for the City to enter this contract is to support the FSAC's and Sawtooth Avalanche Center's (SAC) shared mission to save lives by reducing avalanche risk to people recreating, working and traveling on and around the Sawtooth National Forest. The City's contribution will fund the Daily Avalanche Forecasts – a critical tool for sharing avalanche and weather information with the local and tourist winter recreation community and with the professional and business community such as Blaine County Search and Rescue, law enforcement and fire departments.
6. Ketchum has committed \$4,000 towards this contract for services in the FY22 budget.
7. FSAC desires to enter into an agreement with Ketchum to provide services identified in Attachment A.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, it is agreed by and between the City and the FSAC as follows:

1. **SERVICES RECEIVED.** FSAC agrees to provide those services identified in Attachment A as an independent contractor. FSAC agrees that it shall provide, at its sole expense, all costs of labor, materials, supplies, business overhead and financial expenses, liability insurance, fidelity bonds, and all necessary equipment and facilities required to provide the services as set forth in this Agreement.
2. **TERM.** The term of this Agreement shall commence October 1, 2022 and shall terminate on the 30th day of September 2023.

3. **CONSIDERATION.** In consideration for providing the services described in Attachment A, the City agrees to pay to FSAC the total sum of FOUR THOUSAND DOLLARS payable in agreed one lump sum. FSAC will provide the City an invoice; the City shall pay FSAC the amount set forth in such invoice no later than thirty (30) days after the date of such invoice.

4. **REPORTING.** FSAC agrees to report to the Ketchum City Council via an annual report.

5. **TERMINATION.** The City may terminate this Contract with 120 days written notice to FSAC with or without cause. The City reserves the right to request an independent audit under the provisions herein upon termination, and such audit obligation and cost on the part of FSAC shall survive any termination of this Contract.

6. **EQUAL EMPLOYMENT OPPORTUNITY.** FSAC covenants that it shall not discriminate against any employee, volunteer, or applicant for employment because of race, religion, color, sex, or national origin.

7. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge and agree that FSAC shall provide its services for the fee specified herein in the status of independent contractor, and not as an employee of the City. FSAC shall create, direct, and control its own means and methods of performing this Agreement. FSAC and its agents, members, employees, and volunteers, shall not accrue leave, retirement, insurance, bonding, or any other benefit afforded to employees of the City. The sole interest and responsibility of the City under this Agreement is to assure itself that the services covered by this Agreement shall be performed and rendered by FSAC in a competent, efficient and satisfactory manner.

8. **HOLD HARMLESS AGREEMENT.** Any contractual obligation entered into or assumed by FSAC, or any liability incurred by reason of personal injury and/or property damage in connection with or arising out of FSAC's obligations pursuant to this Agreement shall be the sole responsibility of FSAC, and FSAC covenants and agrees to indemnify and hold the City harmless from any and all claims or causes of action arising out of FSAC's activities and obligations as set forth hereinabove, including, but not limited to, personal injury, property damage, and employee complaints.

9. **NON-ASSIGNMENT.** This Agreement may not be assigned by or transferred by FSAC, in whole or in part, without the prior written consent of the City.

10. **DISPUTES:** In the event that a dispute arises between the City and FSAC regarding application or interpretation of any provision of this Agreement, the aggrieved party shall promptly notify the other party to this Agreement of the dispute within ten (10) days after such dispute arises. If the parties shall have failed to resolve the dispute within thirty (30) days after delivery of such notice, the parties agree to first endeavor to seek to settle the dispute in an amicable manner by non-binding mediation before resorting to litigation. Should the parties be unable to resolve the dispute to their mutual satisfaction within thirty (30) days after such completion of mediation, each party shall have the right to pursue any rights or remedies it may have at law or in equity.

11. **MISCELLANEOUS PROVISIONS.**

- a. Paragraph Headings. The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any of the provisions of the Agreement.

- b. Provisions Severable. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.
- c. Rights and Remedies are Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude nor waive its rights to use any or all other remedies. Any rights provided to the parties under this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.
- d. Successor and Assigns. This Agreement and the terms and provision hereof shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.
- e. Entire Agreement. This Agreement contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements between the parties hereto respecting such matters.
- f. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Idaho. Venue shall be in Blaine County, Idaho.
- g. Preparation of Agreement. No presumption shall exist in favor of or against any party to this Agreement as a result of the drafting and preparation of the document.
- h. No Waiver. No waiver of any breach by either party of the terms of this Agreement shall be deemed a waiver of any subsequent breach of the agreement.
- i. Amendment. No amendment of this Agreement shall be effective unless the amendment is in writing, signed by each of the parties.
- j. Notices. Notices hereunder shall be by personal delivery or US Mail Certified/Return Receipt and shall be deemed effective upon such personal delivery or two (2) business days after mailing, whichever is later. Notices shall be provided as follows:

a. City: City Administrator
 City of Ketchum
 P.O. Box 2315
 Ketchum, ID 83340

b. Consultant: Friends of the Sawtooth Avalanche Center
 PO Box 2669
 Ketchum, ID 83340

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

CITY OF KETCHUM, IDAHO

FRIENDS OF THE SAWOOTH AVALANCHE CENTER

By: _____
Neil Bradshaw
Mayor

By:  _____
Dawn Bird
Executive Director

ATTEST:

Lisa Enourato
Interim City Clerk



City of Ketchum

October 3, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Enter into Contract #23014 with Mountain Humane

Recommendation and Summary

Staff is recommending the council approve the annual contract with Mountain Humane and adopt the following motion:

"I move to approve Contract 23014 with Mountain Humane."

The reasons for the recommendation are as follows:

- Community Service Officers and Police Officers need a reliable location to take animals found at large. The animals need to be safely sheltered until the owner comes forward to claim the animal.
- Mountain Humane has the proper shelter facility and veterinary services to address this need.
- Mountain Humane also possesses adoption services should the animal not be claimed.

Introduction and History

The purpose of this agreement is to allow the city to contract with Mountain Humane for animal control services. Below are the shelter stats for Ketchum City over the last couple of years:

- 2019 – 4
- 2020 – 5
- 2021 through November – 11
- 2022 – TBD

Sustainability

None.

Financial Impact

The cost for services is \$4,500 for the year and funding will be allocated from the Local Option Tax Account within the approved FY23 budget.

Attachments

Proposed Contract #23014

CONTRACT FOR SERVICES 23014
Mountain Humane

THIS AGREEMENT, made and entered into this 3rd day of October 2022, by and between the CITY OF KETCHUM, IDAHO, (hereinafter referred to as "the City") and MOUNTAIN HUMANE, an Idaho nonprofit corporation with an IRS 501 (c)(3) designation, (hereinafter referred to as "MH").

FINDINGS

1. The City is authorized pursuant to Idaho law to impound animals that are running at large or pose a danger to the public health safety and welfare.
2. Blaine County Code, Title 4, Chapter 4, Animal Control, establishes requirements for dog licensing and impoundment of dangerous animals and at-large dogs; authorizes fees for violation of terms of the Code and redemption of animals; and provides definitions and other regulations related to the administration of animal control.
3. Mountain Humane is willing to provide facilities and services for the care and safe housing of animals found in the City of Ketchum that are impounded by the City animal control officer, city law enforcement, or taken to Mountain Humane by citizens.
4. It is necessary for the proper operation of a city animal control program to have facilities and personnel available for the care and housing of impounded animals, for communication and exchange of information to the public and the sale and record keeping of the County dog licenses.
5. The parties believe that paying a flat fee for services is more flexible and fair approach than charging on an individual impound basis. The City's payment of a flat fee reduces administrative costs and recognizes the valuable public and private function served by MH. The flat fee shall reasonably reflect the level of service provided by Mountain Humane, including but not limited to, the numbers and types of animals from the City, and may be adjusted annually during the City's budget process which starts in June and adopted in August of each year.
6. MH desires to enter into an agreement with the City to provide services identified in Attachment A.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, it is agreed by and between the City and MH as follows:

1. **SERVICES RECEIVED.** MH agrees to provide those services identified in Attachment A as an independent contractor. MH agrees that it shall provide, at its sole expense, all costs of labor, materials, supplies, business overhead and financial expenses, liability insurance, fidelity bonds, and all necessary equipment and facilities required to provide the services as set forth in this Agreement.
2. **TERM.** The term of this Agreement shall commence October 1, 2022 and shall terminate on the 30th day of September 2023.
3. **CONSIDERATION.** In consideration for providing the services described in Attachment A, the City agrees to pay to MH the total sum of FOUR THOUSAND FIVE HUNDRED DOLLARS payable in agreed one lump sum. MH will provide the City an invoice; the City shall pay MH the amount set forth in such

invoice no later than thirty (30) days after the date of such invoice. In addition, the City shall allow all revenues generated from MH's sale of dog licenses for the City and the collection of impound fees from pet owner's retrieving their animals to remain with MH. "Necessary veterinary services" shall be reimbursed quarterly based upon documentation receipts from a licensed veterinarian.

4. REPORTING. MH agrees to report to the Ketchum City Council via quarterly reports that include the following information:

- a) Numbers and types of animals impounded:
- b) Location of animal pickup. Any officer or citizen delivering an animal to MH shall verify, to the greatest extent feasible, that the animal being impounded was found within City borders and provide a written statement detailing the reasons why the animal(s) was impounded. Impound records shall be submitted to the City quarterly.
- c) Numbers and types of animal licenses, to whom sold and/or renewed; revenues received.
 - a. MH shall work with the City to develop a reporting system so that City dispatch personnel, the community service officer, law enforcement and citizens can determine the ownership of the animal based upon licensing information, including residence and phone contact of the owner.
- d) Veterinary and euthanasia statistics

5. MOUNTAIN HUMANE A PRIVATE FACILITY: The parties agree that MH is a private facility with its own policies and procedures for the housing and care of animals. Animals impounded or accepted by MH pursuant to this Agreement shall become the property of MH after seven (7) days at which time MH shall assume financial responsibility for the continued care and housing of the animal(s).

6. TERMINATION. The City may terminate this Contract with 120 days written notice to MH with or without cause. The City reserves the right to request an independent audit under the provisions herein upon termination, and such audit obligation and cost on the part of MH shall survive any termination of this Contract.

7. EQUAL EMPLOYMENT OPPORTUNITY. MH covenants that it shall not discriminate against any employee, volunteer, or applicant for employment because of race, religion, color, sex, or national origin.

8. INDEPENDENT CONTRACTOR STATUS. The parties acknowledge and agree that MH shall provide its services for the fee specified herein in the status of independent contractor, and not as an employee of the City. MH shall create, direct, and control its own means and methods of performing this Agreement. MH and its agents, members, employees, and volunteers shall not accrue leave, retirement, insurance, bonding, or any other benefit afforded to employees of the City. The sole interest and responsibility of the City under this Agreement is to assure itself that the services covered by this Agreement shall be performed and rendered by MH in a competent, efficient and satisfactory manner.

9. HOLD HARMLESS AGREEMENT. Any contractual obligation entered into or assumed by MH, or any liability incurred by reason of personal injury and/or property damage in connection with or arising out of MH's obligations pursuant to this Agreement shall be the sole responsibility of MH, and MH covenants and agrees to indemnify and hold the City harmless from any and all claims or causes of action arising out of MH's activities and obligations as set forth hereinabove, including, but not limited to, personal injury, property damage, and employee complaints.

10. NON-ASSIGNMENT. This Agreement may not be assigned by or transferred by MH, in whole or in part, without the prior written consent of the City.

11. DISPUTES: In the event that a dispute arises between the City and MH regarding application or interpretation of any provision of this Agreement, the aggrieved party shall promptly notify the other party to this Agreement of the dispute within ten (10) days after such dispute arises. If the parties shall have failed to resolve the dispute within thirty (30) days after delivery of such notice, the parties agree to first endeavor to seek to settle the dispute in an amicable manner by non-binding mediation before resorting to litigation. Should the parties be unable to resolve the dispute to their mutual satisfaction within thirty (30) days after such completion of mediation, each party shall have the right to pursue any rights or remedies it may have at law or in equity.

12. MISCELLANEOUS PROVISIONS.

- a. Paragraph Headings. The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any of the provisions of the Agreement.
- b. Provisions Severable. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.
- c. Rights and Remedies are Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude nor waive its rights to use any or all other remedies. Any rights provided to the parties under this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.
- d. Successor and Assigns. This Agreement and the terms and provision hereof shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.
- e. Entire Agreement. This Agreement contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements between the parties hereto respecting such matters.
- f. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Idaho. Venue shall be in Blaine County, Idaho.
- g. Preparation of Agreement. No presumption shall exist in favor of or against any party to this Agreement as a result of the drafting and preparation of the document.
- h. No Waiver. No waiver of any breach by either party of the terms of this Agreement shall be deemed a waiver of any subsequent breach of the agreement.
- i. Amendment. No amendment of this Agreement shall be effective unless the amendment is in writing, signed by each of the parties.
- j. Notices. Notices hereunder shall be by personal delivery or US Mail Certified/Return Receipt and shall be deemed effective upon such personal delivery or two (2) business days after mailing, whichever is later. Notices shall be provided as follows:

a. City: City Administrator
City of Ketchum
PO Box 2315
Ketchum, ID 83340

b. Consultant: Mountain Humane
PO Box 1496
Hailey, ID 83333

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

CITY OF KETCHUM, IDAHO

MOUNTAIN HUMANE

By: _____
Neil Bradshaw
Mayor

By: _____
Annie McCauley
Executive Director

ATTEST:

Lisa Enourato
Interim City Clerk



City of Ketchum

October 3, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Extend Independent Contractor Agreement #22038 with Carissa Connelly

Recommendation and Summary

Staff is recommending the City Council approve an extension (up to 400 hours) of Independent Contractor Agreement #22038 with Carissa Connelly for Community Housing Strategic Services. This contract will ensure a local resource serving as the project manager for the implementation of the Ketchum Housing Action Plan. It will also allow for the necessary time to finalize a coordination approach with Blaine County and the other valley cities. Should the transition to the new approach occur more quickly, this contract would be terminated.

"I move to approve the contract extension with Carissa Connelly to serve as the City Housing Strategist."

The reasons for the recommendation are as follows:

- Ms. Connelly possesses the necessary knowledge and skills to execute the attached scope of work for the city
- There is a strong need for a local project management resource to coordinate the implementation of the Ketchum Housing Action Plan
- The city currently has adequate funds for this contract in the Strategic Initiatives Account

Introduction and History

Ms. Connelly was retained in November of 2021 to serve as the City's Housing Strategist focusing on the development of the Housing Action Plan. The plan has recently been adopted by the Council. The city has held several meetings with the county and other cities to discuss go-forward county housing coordination models. The Housing Authority held a recent strategic planning session and concluded that the new coordination approach is necessary.

Sustainability Impact

National best practice has demonstrated that an increase in supply of local workforce/community housing decreases the number of commuter trip generation and associated carbon footprint.

Financial Impact

This contract will be funded from Strategic Initiatives Account (\$620,899) which was largely funded via federal (ARPA) funds and local one-time funds.

Attachment:

1. Independent Contractor Agreement



City of Ketchum

**AMENDMENT OF INDEPENDENT CONTRACTOR AGREEMENT #22038 FOR
CITY HOUSING STRATEGIST**

THIS AMENDMENT OF CONTRACT FOR SERVICES ("**Second Amendment**") is entered into as of the ___ day of _____ 2022 by and between Carissa Connelly and the City of Ketchum, an Idaho municipal corporation (collectively, the "Parties")

This Second Amendment hereby amends Independent Contractor Agreement #22038 to authorize an extension of the scope of work for up to an additional 25 hours of services at the same designated hourly rate, with a commensurate increase in the not to exceed amount of Provision 3 of the Agreement.

No other provisions of the Agreement are amended, and the remainder of the Agreement shall remain in full force and effect.

The Parties hereby approve and execute this Second Amendment to the Agreement.

CITY OF KETCHUM

CARISSA CONNELLY

Neil Bradshaw, Mayor

Carissa Connelly

ATTEST:

Lisa Enourato, Interim City Clerk



City of Ketchum

October 3, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Amended Ground Lease Agreement 22805 for Bluebird Community Housing Project

Recommendation and Summary

GMD Development and the Ketchum Community Development Corporation (KCDC) have been working with their underwriters to complete the issuance of the construction loan. During that process, several minor edits were requested of the city. In addition, the City's Housing Strategist has reviewed the lease and proposed additional changes. These changes were presented to the City Council at the September 6th meeting for review and approval. During that meeting, staff highlighted some sections were still under review by the underwriting team. Outlined below are the proposed changes; the City Attorney has reviewed and has no concerns.

"I move approval of the amended ground lease with Ketchum Community Development Corporation (KCDC) for Bluebird Village Community Housing Project."

The reasons for the recommendation are as follows:

- The city has issued the building permit for the project
- It is common to amend ground leases following financial due diligence review period
- The City Council approved the initial lease on November 18, 2021 and revised on September 6, 2022

Overview of Key Changes

- Revision to 6.1 clarifies Bluebird's ability to sublease subject to City consent.
- New 6.2 clarifies that a sublease of the commercial space does not require City consent (same concept as before), provides for City consent not to be unreasonably withheld on all other subleases, and provides the City's consent to two initial subleases to 9% Bluebird Housing Partners, LLC, and 4% Bluebird Housing Partners, LLC.
- Addition at the end of new 6.4 relocates and clarifies that a foreclosure on Tenant's mortgage is only on the tenancy and does not impair the City's ownership interest.
- 10.4 language regarding allocation of value in a condemnation situation (highly unlikely) is simplified and relocated to a new section 10.6.
- Old Article 11 is deleted as the key language is relocated to 6.4 regarding that the City's ownership interests is not at stake in a foreclosure action, and the rest of Old Article 11 was determined unnecessary.
- Old Article 12 Assignment – deleted due to relocation >> new 18.9.

Introduction and History

During the October 4th meeting, the City Council approved the design and associated fourth floor for the Bluebird Community Housing project as recommended by the Planning and Zoning Commission. Findings of Fact and Conclusions of Law were later adopted by the Council. At the November 18 meeting, the City Council approved the lease and associated terms.

The city formally surplus-ed old city hall. An RFP was issued to select a contractor to complete asbestos remediation, recycle building materials where possible, and then demolish the structure.

Sustainability Impact

The availability of community housing in the city limits reduces trip generation associated with local workers.

Financial Impact

The lease outlines a \$10 a year annual lease payment. The reduced rent structure was a key component of the local funding match and a major factor in the successful award of federal tax credits by Idaho Housing Finance Association.

Attachments:

1. Amended lease (track changes)
2. Amended lease (clean)

AMENDED AND RESTATED

GROUND LEASE

by and between

CITY OF KETCHUM
an Idaho municipal corporation
(“Owner”)

and

KETCHUM COMMUNITY DEVELOPMENT CORPORATION
an Idaho nonprofit corporation
(“Tenant”)

FOR

BLUEBIRD VILLAGE

480 East Avenue
Ketchum, Idaho 83340

This Lease amends, restates, supersedes and replaces the Ground Lease between Owner and Tenant recorded in the real property records of Blaine County, Idaho as Instrument No. 689499.

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EXHIBITS

Exhibit A Legal Description of the Land

AMENDED AND RESTATED

**GROUND LEASE
FOR
BLUEBIRD VILLAGE
480 East Avenue
Ketchum, Idaho 83340**

This Amended and Restated Ground Lease for Bluebird Village (this “**Lease**”) is made effective as of the date this Lease is recorded in the real property records of Blaine County, Idaho (“**Effective Date**”) by and between City of Ketchum, an Idaho municipal corporation (“**Owner**”) and Ketchum Community Development Corporation, an Idaho nonprofit corporation (“**Tenant**”). This Lease amends, restates, supersedes and replaces the Ground Lease between Owner and Tenant recorded in the real property records in Blaine County, Idaho as Instrument No. 689499.

RECITALS

- A. Owner owns the parcel of land located at 480 East Avenue, Ketchum, Idaho 83353, that is legally described on Exhibit A (the “**Land**”).
- B. Tenant desires to lease the Land for redevelopment into a mixed-use project with street-level retail, parking, and affordable rental housing units in an energy-efficient building designed to blend into Ketchum’s downtown core, as graphically depicted on Exhibit B (the “**Project**” or “**Bluebird Village**”).
- C. Owner has authority, pursuant to Idaho Code § 50-1407, to manage city property and authorize the lease of any real property not otherwise needed for city purposes, upon any terms as the City Council determines may be just and equitable.
- D. Owner, by approval of this Lease, hereby finds that the Land is not otherwise needed for city purposes, that affordable community housing is an important community need, that it is in the best interest of the public to lease the Land to Tenant, and that the terms of this Lease are just and equitable.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties, the receipt and sufficiency of which are hereby acknowledged, Owner and Tenant agree that the foregoing recitals are true and correct and incorporated herein by this reference, and further agree as follows:

ARTICLE 1 LEASE OF LAND

- 1.1 **Land Restoration.** Owner agrees to restore the Land to a vacant “bare ground” state that is ready for development of the Project thereon, including (a) abatement and removal of any Hazardous Materials (as defined in Section 15.145-1) thereon, if any; (b) removal of any existing structures and other improvements on the Land, including any below-grade elements thereof (such as foundations, footings and utilities); (c) restoration of the surface of the Land to a clear, level and rough graded condition (collectively, the “**Land Restoration**”). Owner agrees to use commercially reasonable efforts to complete the Land Restoration on or before April 30, 2022. Owner will provide Tenant with a completion notice once the Land Restoration is fully complete and the Land is ready for development of the Project (the “**Completion Notice**”).

1.2 **Lease.** This Lease will be fully effective as of the Effective Date. From the Commencement Date (defined in Article 2), Owner hereby leases the Land to Tenant on the terms hereof. Tenant hereby accepts the lease of the Land from Owner on the terms hereof. Tenant warrants to Owner that Tenant accepts the Land in its as-is condition without representation or warranty from Owner, except as expressly provided in this Lease. The term “**Leasehold Interest**” refers to Tenant’s interest in this Lease and the leasehold estate and all attendant and appurtenant rights, including without limitation, Tenant’s rights to all improvements to the Land.

1.3 **Title to the Project.** This Lease is a lease of the Land only, and not the Project. Title to the Project will be and remain in Tenant, the applicable Subtenant(s) or other party that own the Project until the expiration of the Term, unless this Lease shall be terminated sooner as herein provided. During the Term, the owner(s) of the Project alone shall be entitled to all of the tax attributes of ownership with respect to the portion of the Project owned, including, without limitation, the right to claim depreciation or cost recovery deductions and the right to claim the low-income housing tax credit described in Section 42 of the Internal Revenue Code of 1986, as amended, as well as all other benefits for federal income tax purposes.

ARTICLE 2 LEASE TERM

The “**Term**” of the Lease will commence on the date that Owner provides the Completion Notice to Tenant (the “**Commencement Date**”) and will expire seventy-five (75) years after the Commencement Date (the “**Expiration Date**”).

ARTICLE 3 RENT

For the entire Term, the rent due under this Lease is Ten Dollars (\$10), which Owner acknowledges to be paid by Tenant in full as of the Effective Date.

ARTICLE 4 THE PROJECT

Tenant will cause the Project to be constructed on the Land in accordance with this Lease and applicable law. Once the Project is constructed on the Land, Tenant will (or will require Subtenants to) keep the Project in a state of good condition, maintenance and repair, with ordinary wear and tear excepted. Tenant may alter the Project in any lawful manner, provided that the Project (as altered) complies with the terms of this Lease. Owner agrees that it will not unreasonably restrict, hinder, delay or otherwise prevent the Project from being constructed, absent a material breach of this Lease by Tenant, or an Event of Default (defined in Section 13.1), that continues beyond any applicable notice and cure period.

ARTICLE 5 USE OF PREMISES

5.1 **Permitted Uses.** Owner and Tenant agree that the principal purpose of this Lease is (a) to provide Affordable Housing Units (as defined below) for lease to Qualified Tenants (as defined below) for a rent that does not exceed the rent limit set forth in Section 5.6 below (collectively, the “**Affordability Requirement**”); (b) to provide Community Housing Units (as defined below) for lease to individuals meeting asset, income and minimum occupancy guidelines approved by the governing housing authority and the City of Ketchum, as ‘community housing’ under the Ketchum City Code (or its successor provisions) (collectively, the “**Community Requirement**”); and (c) provide ground floor commercial space for retail, restaurant, office, service and similar users for the benefit of the general public. Accordingly, the Land and the Project will be used primarily for

the foregoing principal purpose and other uses that may be incidental thereto or in support thereof, and for no other purposes, except as otherwise approved by Owner.

- 5.2 **Affordable Housing Units.** A “**Affordable Housing Unit**” is each residential dwelling unit in the Project that is designated as being subject to the Affordability Requirement, which will be all residential dwelling units in the Project except Community Housing Units and Employee Housing Units. Tenant agrees to market, lease and operate the Affordable Housing Units on the terms set forth in this Lease.
- 5.3 **Community Housing Units.** A “**Community Housing Unit**” is each residential dwelling unit in the Project that is designated as being subject to the Community Requirement. Tenant agrees to market, lease and operate the Community Housing Units on the terms set forth in this Lease and the requirements of the Ketchum City Code.
- 5.4 **Qualified Tenants.** As used herein, the term “residential tenant” for a Affordable Housing Unit means all persons that lease or occupy the Affordable Housing Unit as a dwelling, whether or not the persons are related. A “**Qualified Tenant**” is any residential tenant household that meets Tenant’s then-current tenant selection criteria for the Project with a household income that does exceed the applicable household income limit of the Applicable Affordable Housing Program (if any is then in effect) or, if no such Applicable Affordable Housing Program is then in effect, then in accordance with the then current applicable household income limits of the Low Income Housing Tax Credit (LIHTC) program. Nothing in this Lease will require Tenant to lease any Affordable Housing Unit to a residential tenant that does not meet Tenant’s then-current tenant selection criteria for the Project (other than limited income as permitted herein). Nothing in this Lease limits Tenant’s right to enforce the terms of any lease or other agreement with a residential tenant (or any the occupant) in the Project.
- 5.5 **Income Qualification.** Each Affordable Housing Unit must be occupied (or, if unoccupied, made available for occupancy) by a Qualified Tenant. Tenant will verify that each residential tenant meets the income qualification to be a Qualified Tenant, which verification may be by any reasonable method, including the residential tenant’s production of reasonable evidence of residential tenant’s income and residential tenant’s self-certification that income statements are true and correct in all material respects. Once a residential tenant is verified to be a Qualifying Tenant and leases an Affordable Housing Unit, then the residential tenant will remain a Qualifying Tenant for as long as the residential tenant remains a tenant in the Project.
- 5.6 **Rent Limit for Affordable Housing Units.** To maintain the Affordable Housing Units as affordable, Tenant will charge monthly rent for each Affordable Housing Unit that does not exceed the applicable rent limit of the Applicable Affordable Housing Program (if any is then in effect) or, if no such Applicable Affordable Housing Program is then in effect, then in accordance with the then current applicable rent limits of Low Income Housing Tax Credit (LIHTC) program. If at any time during the Term, Tenant is permitted by the Applicable Affordable Housing Program to exceed the foregoing rent limit for an Affordable Housing Unit for any particular residential tenant, then the portion of the rent that exceeds the foregoing rent limit will be paid to Owner. The commercial space in the Project and any particular residential tenant with a HUD Section 8 voucher, is excluded from this provision for the Term of the Lease.
- 5.7 **Ketchum Preference Policy.** Except to the extent prohibited by any Applicable Affordable Housing Program (defined in [Section 5.9](#)) or other applicable law, all Affordable Housing Units and Community Housing Units must be leased in accordance with the then current preference policy or ordinance adopted by the City of Ketchum, if any (a “**Ketchum Preference Policy**”).

- 5.8 **Annual Reports.** After occupancy of the Project, Tenant will provide Owner with a written report (in any form reasonably requested by Owner) by March 1 of each year that provides reasonable evidence that the Affordable Housing Units have been leased (or made available for lease) in compliance with the Affordability Requirement (as applicable) during the prior calendar year.
- 5.9 **Federal or State or Local Affordability Programs.** Owner and Tenant intend the Affordability Requirement and this Lease to be adjusted as necessary to allow for the Project to fully take advantage of any then available federal, state or local programs for affordable housing. Affordable housing programs include, by way of example and not limitation, the Low Income Housing Tax Credit (LIHTC) program, HOME investment partnership program (HOME), Community Development Block Grants (CDBG) funding, and the HUD Housing Trust Fund (HTF) program. To the extent that any program requires an amendment or rider to this Lease, Owner agrees to promptly execute any amendment or rider that is reasonably required for the Project to fully participate in the Program. To the extent any element of the Affordability Requirement or this Lease is inconsistent with any federal, state or local state affordable housing program that applies to the Project (or any residential dwelling units therein) (an “**Applicable Affordable Housing Program**”), then the terms of the Applicable Affordable Housing Program will govern over the inconsistent terms of the Affordability Covenant or the Lease.
- 5.10 **Commercial Tenants.** Tenant may lease the commercial space to any party for the occupancy and use thereof (a “**Commercial Tenant**”) provided that (a) the lease is subject to the terms of this Lease; (b) the term of the lease will expire prior to the Term; and (c) the uses allowed in the commercial space are limited to office, retail, restaurant, service and similar uses that are open to the general public. Except as restricted by this Lease, Tenant may lease the commercial space in any lawful manner and on any financial terms as Tenant deems appropriate.
- 5.11 **Prohibited Uses.** Tenant agrees that it will not permit the Land or the Project for (a) any use that constitutes a public or private nuisance in or around the Land; (b) use that violates applicable law; (c) any industrial use; (d) any use related to the service of automobiles or other self-powered machines; (e) any dry-cleaner (or other cleaning service that uses solvents similar to dry-cleaning); (f) any ‘head’ shop or similar operation that sells any paraphernalia related to the use of marijuana, cannabis, tetrahydrocannabinol or other illegal substances; or (g) any use relates to the use, sale, cultivation, manufacture, distribution or marketing of any substance containing any amount of marijuana, cannabis or tetrahydrocannabinol (whether for commercial, medical, or personal purpose) if such activities are prohibited by applicable federal, state or local law (and if the any such activities become lawful under some federal, state or local applicable law, but prohibited by other federal, state or local law, then the such activities will remain prohibited).

ARTICLE 6 SUBLEASE AND ENCUMBRANCE OF LEASEHOLD ESTATE

- 6.1 **Tenant’s Right to Sublease.** Subject to Owner’s consent rights set forth in Section 6.2, Tenant may, at any time, sublease ~~the commercial~~all or any portion of the Leasehold Interest (each, a “**Sublease**”) ~~without Owner’s consent,~~ and in that event, the subtenant of the ~~Commercial~~ Sublease (a “**Commercial Subtenant**”) will perform all of Tenant’s obligations, and have all of Tenant’s rights, under this Lease with respect to the Leasehold Interest subleased under the ~~Commercial~~ Sublease (said Leasehold Interest subleased by the Sublease is hereafter called the “**Subleased Property**”). ~~Any other Sublease will be governed by Article 11 with respect to Owner’s consent.~~ A Sublease must specify that the Sublease is limited to the Leasehold Interest, and must have a stated expiration date which is prior to expiration of the Term, but no shorter than forty (40) years. Tenant will cause a true, complete and correct copy of the original of each Sublease, together with written notice containing the name and address of the holder Subtenant, to

Commented [GP1]: This is new language that should have been in the original draft. Rights and obligations must stay together.

Commented [GP2]: Because we have added Section 6.2, we have reverted to the prior language and added a reference to Section 6.2.

be delivered to Owner within ten (10) days of Tenant's execution and delivery of the Sublease or Leasehold Mortgage. Subject to the terms of this Lease, and the rights of any Recognized Interest Holder (defined in Section 6.4) under any Leasehold Mortgage (defined in Section 6.2), a Subtenant may enforce its rights under its Sublease and take possession of the Leasehold Interest subleased under the Sublease (said Leasehold Interest subleased by the Sublease is hereafter called the "Subleased Property"), in any lawful way.

6.2 Owner's Sublease Consent Rights. Tenant may, at any time, enter into a Sublease for any commercial space in the Project to any commercial Subtenant without Owner's consent. Tenant may not enter into any Sublease for any space in the Project other than commercial space in the Project without Owner's consent, which consent Owner will not unreasonably withhold, condition or delay provided that the subtenant or assignee thereof agrees in writing to be bound by the terms of this Lease with respect to the interest subleased or assigned. Owner's consent rights under this Lease does not apply to (a) the right of any Subtenant to further sublease the Subleased Estate in accordance with the terms of the Sublease; or (b) the right of any Recognized Interest Holder to exercise any lawful rights as a Recognized Interest Holder. Owner hereby grants its consent to Tenant entering into a Sublease for all or any part of Leasehold Interest to 9% Bluebird Housing Partners LLC, an Idaho limited liability company (the "9% Subtenant") or 4% Bluebird Housing Partners LLC, an Idaho limited liability company (the "4% Subtenant").

Commented [GP3]: This language fully addresses the City's consent rights in a way that work for the City and the future investors and lenders. As discussed, it also has an express consent to the two contemplated subleases.

6-26.3 Tenant's Right to Encumber. Tenant may, at any time, encumber all or any portion of the Leasehold by deed of trust, mortgage or other security instrument (collectively, "Leasehold Mortgage"). Any Leasehold Mortgage of any part of the Leasehold Interest must be expressly subject and subordinate to the terms of this Lease. Tenant covenants to pay the indebtedness secured by any Leasehold Mortgage when the same will become due and payable, and to perform, when the performance is required, all obligations of the mortgagor thereunder. Tenant further agrees not to suffer or permit any default to occur and continue under any Leasehold Mortgage beyond any applicable cure period. The Leasehold Mortgage will specify that the indebtedness is that of Tenant only and is not the indebtedness of Owner and that the lien of the Leasehold Mortgage is limited to the Leasehold Interest. Each Leasehold Mortgage must, by its own terms, have a stated maturity date which is prior to expiration of the Term, but no shorter than forty (40) years, and Tenant covenants that it will be so paid and that the Leasehold Interest will be released from the lien prior to the expiration of the Term. Tenant will cause a true, complete and correct copy of the original of each Leasehold Mortgage, together with written notice containing the name and address of the holder thereunder (the "Mortgagee"), to be delivered to Owner within ten (10) days of Tenant's execution and delivery of the Mortgage to the Mortgagee. Subject to the terms of this Lease and the Leasehold Mortgage, a Mortgagee may enforce its rights under its Leasehold Mortgage and succeed to the Leasehold Interest encumbered by the Leasehold Mortgage (said Leasehold Interest encumbered by the Leasehold Mortgage is hereafter called the "Leasehold Mortgage Property"), in any lawful way, including possession through foreclosure, assignment and/or deed or assignment in lieu of foreclosure, and upon foreclosure of the Leasehold Mortgage or acceptance of an assignment and/or deed in lieu of foreclosure to the leasehold estate, take possession of the Leasehold Mortgage Property subject to the interests of the Project tenants.

6-36.4 Owner's Rights. Owner will not be required (a) to pledge its fee interest in the Land to secure any Sublease or Leasehold Mortgage; (b) to subordinate the fee interest to the rights of any Subtenant or Mortgagee; or (c) to assume in any manner any liability of Tenant under any Sublease or Leasehold Mortgage. The Sublease must specify that the Sublease is limited to the Leasehold Interest. The Sublease must, by its own terms, have a stated expiration date which is prior to expiration of the Term, but no shorter than forty (40) years. Tenant will cause a true, complete and correct copy of the original of each Sublease or Leasehold Mortgage, together with written notice

containing the name and post office address of the holder thereunder, to be delivered to Owner within ten (10) days of Tenant's execution and delivery of the Sublease or Leasehold Mortgage. No foreclosure of any Leasehold Mortgage or any other encumbrance on the Project, and no deed in-lieu-of foreclosure, and no other exercise of any right or remedy that results in the Tenant no longer having title to the Project, will impair the Owner's interest in the Land, this Lease or Owner's rights under this Lease.

Commented [GP4]: This is the proper location and language for the concept in old Article 11 (i.e., survival of the Lease). This language is not a substantive change to the Lease, as the terms of this Lease and background law already provide the same result.

6-46.5 **Notices to Recognized Interest Holder.** Any Subtenant or Mortgagee may give notice to Owner of its name and address (who is sometimes referred to herein as a "**Recognized Interest Holder**") in the manner provided in this Lease, and if the notice is given, Owner will give to the Recognized Interest Holder a copy of each notice of default given pursuant to Section 13.14413.1 by Owner to Tenant (the "**Owner Notice**") at the same time as and whenever any Owner Notice will thereafter be given by Owner to Tenant, addressed to the Recognized Interest Holder at its address last furnished to Owner (the "**Holder Notice**"). No notice by Owner to Tenant hereunder will be deemed to have been duly given unless and until a copy thereof has been served on the Recognized Interest Holder in the manner provided in this Lease.

6-56.6 **Recognized Interest Holder Provisions.** Owner agrees that it will not accept the surrender of the Land by Tenant prior to the termination of this Lease, or consent to the modification of any term of the Lease which materially alters the rights and obligations of the parties hereunder, or consent to the termination thereof by Tenant, without the prior written approval of each Recognized Interest Holder, in each instance, which approval will not be unreasonably withheld, conditioned or delayed. Owner further agrees that it will not seek to terminate the Lease or Tenant's right of possession thereunder by reason of any act or omission of Tenant until:

- (1) Owner has given to each Recognized Interest Holder a copy of the Owner Notice with respect to the Event of Default, as defined hereafter in Section 13.14413.1, upon which the proposed termination is based;
- (2) after the expiration of all applicable notice and grace periods set forth under the Lease or any Leasehold Mortgage with respect to the Event of Default (a "**Lease Default**"), Owner will have given written notice to each Recognized Interest Holder of the failure of Tenant to cure the Lease Default. The Holder Notice will be sent by certified mail, return receipt requested or by a nationally recognized commercial overnight delivery service to the address designated in writing to Owner by each Recognized Interest Holder (or any other address as may hereinafter be designated in writing to Owner by each Recognized Interest Holder); and
- (3) a reasonable period of time will have elapsed following the receipt of the Holder Notice, during which period any Recognized Interest Holder will have the right, but will not be obligated, to remedy the Lease Default, Owner agreeing to accept any remedy by any Recognized Interest Holder as if the same had been performed by Tenant.

As used herein, a reasonable period of time will be 60 days if the Lease Default can be remedied during the 60 day period; provided, however, if the Lease Default cannot be remedied during the 60 day period, then the period of time as is necessary to remedy the Lease Default (not to exceed one-hundred twenty (120) days), provided any Recognized Interest Holder has commenced to cure the Lease Default within the 60 day period and continues to diligently prosecute the same. Any default that, by its nature, is not capable of being cured by Recognized Interest Holder will be deemed cured whether or not the default is cured, but as to Recognized Interest Holder only and not as to Tenant. Further:

- (a) Owner will accept performance by any Recognized Interest Holder of any covenant, condition or agreement on Tenant's part to be performed hereunder with the same force and effect as though performed by Tenant.
- (b) If the Recognized Interest Holder is a Mortgagee, then the time for the Recognized Interest Holder to cure any Lease Default by Tenant which reasonably requires that the Recognized Interest Holder be in possession of the Leasehold Mortgage Property to do so, will be deemed extended to include the period of time required by the Recognized Interest Holder to obtain the possession or obtain Tenant's interest in the Leasehold Mortgage Property (by foreclosure or otherwise) with due diligence; provided, however, that the Recognized Interest Holder will have delivered to Owner its written commitment to cure outstanding Lease Defaults reasonably requiring possession of the Leasehold Mortgage Property and which are capable of being cured by the Recognized Interest Holder (which commitment may be revoked by Recognized Interest Holder by written notice to Owner); and further provided, however, that during the period all other obligations of Tenant under this Lease are being duly performed to the extent that the other obligations are capable of being performed by the Recognized Interest Holder, including but not limited the payment of rent and other monetary obligations due Owner.
- (c) The provisions of this ~~Section 6.66.56~~ are for the benefit of each Recognized Interest Holder and may be relied upon and will be enforceable by each Recognized Interest Holder and their respective successors and assigns. Neither a Recognized Interest Holder nor any other holder or owner of the indebtedness secured by a Leasehold Mortgage or otherwise will be liable upon the covenants, agreements or obligations of Tenant contained in this Lease, unless and until the Recognized Interest Holder or that holder or owner acquires the interest of Tenant, and then only to the extent set forth in this ~~Section 6.66.56~~. Owner and Tenant agree to execute the documentation reasonably requested by a Recognized Interest Holder consistent with the terms and provisions of this Article 6.
- (d) Anything herein contained to the contrary notwithstanding, the provisions of this ~~Section 6.66.56~~ will inure only to the benefit of all Recognized Interest Holders and their respective successors and assigns. If more than one the Mortgagee (one the Mortgagee being intended to include multiple mortgagees holding a single mortgage or deed of trust) will make written requests upon Owner for a new ground lease in accordance with the provisions of this Section, the new ground lease will be entered into pursuant to the request of the Recognized Interest Holder whose Leasehold Mortgage will be prior in lien thereto according to the records of Blaine County and thereupon the written requests for a new ground lease of each person junior in priority will be deemed to be void and of no force and effect.

6.66.7 Other Miscellaneous Provisions Concerning Leasehold Mortgages

- (a) At Tenant's request, Owner will execute a written agreement with a Recognized Interest Holder in which Owner agrees that it consents to the granting of the Sublease or Leasehold Mortgage and that Owner will not disturb the tenancy or rights of the Recognized Interest Holder (its successors or assigns and any subsequent purchaser) so long as the Recognized Interest Holder (its successors or assigns and subsequent purchaser) cures any existing defaults as required herein and commits no default beyond the applicable notice and curative periods hereunder and is otherwise in full compliance with the terms of this Lease. Additionally, Owner will execute the other documentation reasonably requested to confirm the rights of a Recognized Interest Holder hereunder; provided, under no circumstances

will Owner be responsible for the payment of the debt secured by the Leasehold Mortgage, and in no event will Owner's fee simple estate in the Land, including Owner's reversionary interest in the Project be subject or subordinate to any Sublease or the lien of the Leasehold Mortgage.

- (b) Owner agrees that it will promptly make the reasonable amendments or modifications of the Lease as are requested by any Recognized Interest Holder, provided that there will be no adverse change in any of the substantive rights, duties or obligations of Owner under this Lease. The preceding sentence is effective regardless of the fact that the Recognized Interest Holder may make the request prior to the execution of the applicable Sublease or Leasehold Mortgage; in that event, said amendments or modifications to the Lease will become effective as of the execution of the Sublease or Leasehold Mortgage.

ARTICLE 7 TAXES

From and after the Commencement Date and continuing thereafter during the Term, Tenant will pay or cause to be paid all real and personal property taxes, general and special assessments, and all other charges, assessments and taxes of every description, levied on or assessed against the Land, the Project and other improvements located on the Land. Tenant will make all payments directly to the appropriate charging or taxing authority before delinquency. If, however, the law expressly permits the payment of any or all of the above items in installments (whether or not interest accrues on the unpaid balance), Tenant may, at Tenant's election, utilize the permitted installment method, but will pay each installment before delinquency. All payments of taxes or assessments will be prorated for the year in which this Lease commences and for the year in which the Lease terminates. Tenant will have the right to contest or review by legal proceedings, as permitted under applicable law, any assessed valuation, real estate tax, or assessment; provided that, unless Tenant has paid the tax or assessment under protest, Tenant will furnish to Owner (i) proof reasonably satisfactory to Owner that the protest or contest may be maintained without payment under protest, and (ii) a surety bond or other security reasonably satisfactory to Owner securing the payment of the contested item or items and all interest, penalty and cost in connection therewith upon the final determination of the contest or review. Any amount already paid by Tenant and subsequently recovered by Owner or Tenant as the result of the contest or review will be for the account of Tenant.

ARTICLE 8 MAINTENANCE AND REPAIR

Tenant agrees that it will, at its own expense, maintain or cause to be maintained the entire Land, the Project and any other improvements and appurtenances thereto and every part thereof, in good order, condition and repair and in accordance with applicable law. Subject to the terms and conditions of any Leasehold Mortgage, in the event any repairs required to be made under the provisions of this Lease are not made within thirty (30) days after written notice from Owner to do so, then Owner may, at its option, enter upon the Land and repair the same, and the cost and expense of the repairs, with interest at the applicable legal rate will be due and paid by Tenant to Owner upon demand.

ARTICLE 9 MECHANICS' LIENS

Tenant will not suffer, create or permit any mechanic's liens or other liens to be filed against the fee interest of Owner in the Land or Project by reason of any work, labor, services or materials supplied or claimed to have been supplied to Tenant or anyone holding the Land or any part thereof through or under Tenant. If any mechanic's or laborer's liens or materialman's lien will be recorded against the Land or the Project, then within sixty (60) days after notice of the filing thereof, or fifteen (15) days after Tenant is served with a complaint to foreclose said lien or Owner advises Tenant in writing that Owner has been served with the complaint, whichever is earlier, Tenant will use commercially reasonable efforts cause the lien to be

removed, or will transfer the lien to bond for the benefit of Owner pursuant to applicable law. If Tenant in good faith desires to contest the lien, Tenant will be privileged to do so, but in that case Tenant agrees to indemnify and save Owner harmless from all liability for damages, including attorneys' fees and costs, occasioned thereby and will, in the event of a judgment of foreclosure upon any mechanic's, laborer's or materialman's lien, cause the same to be discharged and removed prior to the execution of the judgment.

ARTICLE 10 CONDEMNATION

10.1 **Interests of Parties on Condemnation.** If the Land or any part thereof will be taken for public purpose by condemnation as a result of any action or proceeding in eminent domain, or will be transferred in lieu of condemnation to any authority entitled to exercise the power of eminent domain, the interests of Owner, Tenant and any Recognized Interest Holder in the award or consideration for the transfer, and the allocation of the award and the other effect of the taking or transfer upon this Lease, will be as provided by this Article 10.

10.2 **Total Taking.** If the entire Land is taken, then (a) the right of Tenant and each Subtenant to possess the Land under this Lease will terminate on the date title to the Land vests in the condemning authority; and (b) this Lease will terminate after Tenant and each Recognized Interest Holder has received all amounts that it may be entitled to receive with respect to the taking.

10.3 **Partial Taking.**

(a) In the event of taking or transfer of only a part of the Land, leaving the remainder of the Land in a location, form, shape or reduced size as to be not effectively and practicably usable in the good faith opinion of Tenant (and each Subtenant, if any) for the operation thereon of the Project, taking into consideration the effect, if any, of the taking on the availability of parking proximately located to the Project, and if Owner and any Recognized Interest Holder agrees with the determination of the Tenant (and each Subtenant, if any), which consent will not be unreasonably withheld, this Lease and all right, title and interest thereunder may be terminated by Tenant (and each Subtenant, if any) giving, within sixty (60) days of the occurrence of the event, thirty (30) days' notice to Owner and any Recognized Interest Holder of Tenant's (and each Subtenant's, if any) election to terminate.

(b) In the event of a taking of only a part of the Land leaving the remainder of the Land in a location, form, shape or reduced size as to be used effectively and practicably in the good faith opinion of Tenant (and each Subtenant, if any) for the purpose of operation of the Project therein, and if Owner and any Recognized Interest Holder agrees with the determination of Tenant (and each Subtenant, if any), which consent will not be unreasonably withheld, this Lease will terminate only as to the portion of the Land so taken or transferred as of the date title to the portion vests in the condemning authority, and will continue in full force and effect as to the portion of the Land not so taken or transferred. If title and possession of a portion of the Land is taken under the power of eminent domain, and the Lease continues as to the portion remaining, all compensation and damages ("Compensation") payable to Tenant (or the applicable Subtenant, if any) by reason of any improvements so taken will be available to be used, to the extent reasonably needed, by Tenant (or the applicable Subtenant, if any) in replacing any improvements so taken with improvements of the same type as the remaining portion of the Land.

10.4 **Allocation of Award.** Any Compensation awarded or payable because of the taking of all or any portion of the Land by eminent domain will be awarded in accordance with the values of the

respective interests in the Land and all improvements thereon immediately prior to the taking. The value of Owner's interest in the Land immediately prior to a taking will include the then value of its interest in the Land prior to the Expiration Date of this Lease, together with the value of its reversionary interest in the Land and Project after the Expiration Date. The value of Tenant's interest in the Land immediately prior to a taking will include the then value of its interest in the Land and Project for the remainder of the Term. The values will be those determined in the proceeding relating to the taking or, if no separate determination of the values is made in the proceeding, those determined by agreement between Owner, Tenant and any affected Recognized Interest Holders. If the agreement cannot be reached, the values will be determined by an appraiser or appraisers appointed in the manner by agreement of the parties to the dispute, or if no agreement is reached within a reasonable period of time, then an appraiser or appraisers appointed by an arbitrator appointed under Idaho Uniform Arbitration Act. -In the event of separate awards, then each party may retain the separate awards made to each and any of them. To the extent any outstanding amount under any Leasehold Mortgagee exists, then the outstanding balance of the Leasehold Mortgage will be satisfied first from Tenant's award or share of the award, and if the share is insufficient, then Tenant will pay the balance from its own resources.

~~(a) — The Tenant recognizes that it would be contrary to the purposes of this Lease if the Tenant could receive more than the as is restricted and encumbered value of the Project (“Maximum Sale Price”) as the result of an eminent domain proceeding or foreclosure. It would also be contrary to the purposes of this Lease if the Tenant could receive financial benefit by violating Article 12 Assignment. Therefore, the Tenant hereby irrevocably assigns to Owner all net proceeds of eminent domain proceeding or foreclosure or assignment, that would otherwise have been payable to the Tenant after satisfaction of all Mortgages, if applicable, and that exceed the amount of proceeds that the Tenant would have received if the property had been sold only for the Maximum Sale Price or used only in accordance with Section 10.6 (“Excess Proceeds”). For the avoidance of doubt, the Tenant authorizes and instructs any party conducting any eminent domain proceeding or foreclosure to pay such Excess Proceeds directly to Owner. If, for any other reason, Excess Proceeds are paid to Tenant, Tenant hereby agrees to promptly pay such amount to Owner.~~

~~(b) — The Owner shall have, and the Tenant hereby grants and consents to, a lien upon the property for any Excess Proceeds. Such lien shall be prior to all other liens and encumbrances on the property except (i) liens and encumbrances recorded before the recording of this Declaration and (ii) liens for real property taxes and other governmental assessments or charges against the property.~~

~~(c) — The Owner, at its sole cost and expense, may obtain an Appraisal of the Project to include the Maximum Sale Price (as is restricted and encumbered value of the property) and the fair market, unencumbered value;~~

~~(d) — The Owner will calculate Excess Proceeds by subtracting the Maximum Resale Price from the fair market value of the Project, as determined by the Appraisal; and~~

~~1. If the calculation in subparagraph (d) results in a negative number (in other words, if the Maximum Resale Price is higher than the fair market value), the Tenant will not owe any Excess Proceeds.; or~~

~~2. If the calculation in subparagraph (d) results in a positive number (in other words, if the Maximum Resale Price is lower than the fair market value), the Tenant shall pay the Excess Proceeds to the Owner within 90 days after receiving the Owner's calculation.;~~

Commented [GP5]: These provisions have been deleted and replaced with new Section 10.6, which addresses the issue.

This language is for a declaration that is subordinated to a first position deed of trust, as is customary for homes sold at a reduced price as part of a housing program. The concept does not apply here because the ground lease is not subordinated to any financing.

In the event of a taking of the City's fee simple estate (which would be an extraordinarily rare, if not unprecedented, event), then this clause still would not apply because the city would be a party to the proceeding with a direct claim to the value of the condemned estate (to which the tenant has no rights).

10.5 **Voluntary Conveyance.** Any voluntary conveyance by Owner under threat of a taking under the power of eminent domain in lieu of formal proceedings will be deemed a taking within the meaning of this Article 10.

Article 11 — FORECLOSURE & PURCHASE OPTION

Section 1.01 — Survival of Declaration Upon Exercise of Remedies by Mortgagees.

(a) ~~If the Mortgagee, deed of trust, or other encumbrance on the Project conducts a foreclosure sale, accepts a deed in lieu of foreclosure, or exercises any other right or remedy that results in the Tenant no longer having title to the Project (any such right or remedy, a "Foreclosure Action"), this Lease shall run with the land pursuant to Section 1.02 above and shall continue to encumber the Home as follows:~~

1. ~~This Declaration shall survive until expiration of the Owner's Purchase Option under Section 7.03 below, specifically 180 days to exercise the Purchase Option and 90 days to complete the purchase. If the Owner exercises the Purchase Option, completes purchase of the Project, and satisfies the amounts owed under the Mortgage, this Declaration shall continue in full force and effect. If the Owner fails to exercise the Purchase Option, or exercises the Purchase Option but fails to complete the purchase within the 90 day period allowed by Section 11.02, or fails to satisfy the amounts owed under the Mortgage, then this Declaration shall terminate and be of no further force and effect, and the Owner shall cooperate with the Mortgagee or transferee at the Foreclosure Action to record a termination and release.~~

(b) ~~The Tenant expressly authorizes any Mortgagee to provide Owner with any information requested by Owner with respect to the obligations secured by a mortgage, deed of trust, or other security instrument encumbering the Project, including without limitation, the original or maximum principal amount of the loan, the interest rate and other terms governing repayment, payment history, including any history of delinquent payments, current payments of principal, interest, and late fees due or delinquent, and the amount of total obligations currently secured by the Mortgage.~~

(c) ~~The Tenant understands and agrees that nothing in this Declaration (i) in any way constitutes a promise or guarantee by the Owner that the Mortgagee shall actually receive the Mortgage Satisfaction Amount or any other price for the Site, or (ii) impairs the rights and remedies of the Mortgagee in the event of a deficiency.~~

Section 1.02 — If Potential Foreclosure, the Municipality Has an Option to Purchase the Site.

(a) ~~At least 60 days prior to any potential Foreclosure Action, the Tenant must notify the Owner of (i) the name of the lender on the note triggering the potential foreclosure activity; (ii) the original amount and date of the note, the existing balance, and the annual debt cost; (iii) the position of the note relative to other liabilities on the property; (iv) a detailed description of the circumstances that have prevented timely payment of interest on the note; (v) a detailed description of efforts between the Tenant and the holder of the note to reach an agreement to modify the terms of the note to prevent foreclosure; and (vi) any~~

Commented [GP6]: Deleted, and new language added to Section 6.4.

~~relationship between the holder of the note and the Tenant by familial relationships, common principals, owners or employees.~~

- (b) ~~Upon (i) Owner's receipt of notice of a Foreclosure Action (ii) any sale or transfer resulting from a Foreclosure Action under Article VII; and/or (iii) an Event of Default (any of the foregoing, an "Option Trigger Event"), the Owner shall have the option to purchase the Project at the amount of such total obligations under the Mortgage (the "Purchase Option"). For purposes of this subparagraph, (A) the amount of total obligations owed to the Mortgagee shall be calculated as of the date the sale to the Owner closes, and (B) no Option Trigger Event occurring after a sale or transfer resulting from a Foreclosure Action shall trigger an additional Purchase Option (rather, the Owner shall be limited to the single Purchase Option initially triggered by the sale or transfer resulting from the Foreclosure Action). The Purchase Option is designed to further the purpose of preserving the affordability of the Project for succeeding Eligible Renters while taking fair account of the investment by the Tenant.~~
- (c) ~~If the Owner elects to purchase the Project, the Owner shall exercise the Purchase Option by notifying the current Tenant and any Mortgagee in writing of such election (the "Notice of Exercise of Option") within 180 days after the Option Trigger Event, or the Option shall expire. Having given such notice, the Owner may (i) proceed to purchase the Project directly or (ii) assign the Purchase Option to another entity that would maintain a similar program.~~
- (d) ~~The purchase (by Owner or Owner's assignee) must be completed within 90 days after the Notice of Exercise of Option, or the Purchase Option shall be of no further force and effect with respect to such Option Trigger Event. Except as provided to the contrary and except in the case of a Foreclosure Action, the Purchase Option shall remain in effect with respect to Option Trigger Events occurring after the subject Option Trigger Event. The time permitted for the completion of the purchase may be extended by mutual agreement of the Owner or its assignee and the Tenant and, if applicable, the Mortgagee undertaking the Foreclosure Action.~~

Section 1.03 — Distribution of Sales Proceeds. ~~In the event that the Owner does not exercise the Purchase Option, the proceeds of any sale conducted in accordance with Article 10 shall be distributed as follows: First to satisfy Mortgages in order of priority, second to pay the Owner's Unpaid Amounts and Excess Proceeds, third to pay taxes, and any statutory or municipal fees currently due and payable, fourth to pay amounts owed to any other secured lien holders.~~

Article 12 — ASSIGNMENT

~~Tenant may not assign, sublease, convey or transfer this Lease or the Leasehold Estate, other than as expressly permitted in Article 5 and Article 6 of this Lease, without the prior written consent of Owner, which Owner will not unreasonably withhold. No assignment, sublease, conveyance or transfer of this Lease or the Leasehold Estate will release Tenant from this Lease, and Tenant will remain fully liable for all obligations binding upon Tenant under this Lease. In the event of an approved sale or transfer of Tenant's interest in this Lease, which will be subject to any applicable terms and conditions of any Leasehold Mortgage, if any, any approved assignee will be required to assume in writing the "Tenant" obligations under this Lease.~~

Commented [GP7]: Deleted for the reasons set forth above. The City's fee simple interest is unsubordinated, so none of this applies. Also, the existing Recognized Interest Holder provisions address all of the issues that would matter.

The City won't be involved in the foreclosure of a subordinate Leasehold Mortgage.

Commented [GP8]: Relocated to Section 18.9

10.6 No Interest in Land. Tenant acknowledges that Tenant has no interest in the Land other than Tenant's interest this Lease, and in the event of any taking of Owner's interest in the Land, Tenant agrees that Tenant will not be entitled to any part of Owner's interest in the Land, other than Tenant's interest in this Lease.

~~Article 13~~ **ARTICLE 11** INSURANCE AND INDEMNIFICATION

~~13.2~~ **11.1 Comprehensive Liability Insurance.** Tenant will, at its cost and expense, at all times during the Term, maintain in force, for the joint benefit of Owner, Tenant, and all Recognized Interest Holders, a commercial general liability insurance policy or its equivalent issued by a carrier licensed to do business the State of Idaho with a Best's Insurance Guide Rating of A+, by the terms of which Owner, Tenant, and all Recognized Interest Holders, are named as insureds or additional insureds, as the case may be, and are indemnified against liability for damage or injury to the Land or person (including death) of any person entering upon or using the Land or the Project. The insurance policy or policies will be maintained on the minimum basis of \$1,000,000.00 for damage to property and for bodily injury or death as to any person, and \$1,000,000.00 as to any one accident. Owner reserves the right to require reasonable increases in the limits of coverage from time to time during the Term; and the requested increase will be deemed reasonable if consistent with commercially reasonable practices for similar projects in the same geographic area. The insurance policy or policies will be stated to be primary and noncontributing with any insurance which may be carried by Owner. Evidence of said insurance will be delivered to Owner on the Commencement Date, and evidence of renewal will be delivered to Owner not less than fifteen (15) days prior to the renewal date of any insurance policies during the Term. In the event Tenant fails to timely pay any premium when due, Owner will be authorized, but not obligated, to do so, and may charge all costs and expenses thereof, including the premium and interest at the maximum rate allowed by law, to Tenant, to be paid by Tenant.

~~13.2~~ **11.2 Fire and Extended Coverage Property Insurance.** Tenant will, at its cost and expense and at all times during the Term, maintain in force, for the joint benefit of Owner, Tenant and all Recognized Interest Holders, a policy of insurance against loss or damage to the Project by fire and lightning, and the other perils as are covered under a "Cause of Loss-Special Form" policy or equivalent together with the broadest form of the "extended coverage" or "all risk" endorsements, or equivalent, available in Idaho including damage by wind storm, hurricane, explosion, smoke, sprinkler leakage, vandalism, malicious mischief and any other risks as are normally covered by the endorsements. Owner will be named as an additional insured on the policy of insurance, and any Recognized Interest Holder will be named as required by the Sublease or Leasehold Mortgage, and subject to terms of the Sublease or Leasehold Mortgage any insurance proceeds will be applied in the manner as set forth in this Lease. The insurance will be carried and maintained to the extent of full (actual) replacement cost of the Project; provided however, that during the period of construction, Tenant will provide or cause to be provided in lieu thereof builders' risk or similar type of insurance to the full replacement costs thereof. The insurance policy or policies will be stated to be primary and noncontributing with any insurance which may be carried by Owner. Evidence of said insurance will be delivered to Owner on the Commencement Date. Evidence of renewal will be delivered to Owner not less than fifteen (15) days prior to the renewal date of any insurance policies during the Term. In the event Tenant fails to timely pay any premium when due, Owner will be authorized, but not obligated, to do so, and may charge all costs and expenses thereof, including the premium and interest at Owner's Interest Rate, to Tenant, to be paid by Tenant as additional rent hereunder. Owner will have no obligation to obtain insurance for the benefit of Tenant.

Commented [GP9]: Although this language is not necessary, this language clarifies that Tenant has no rights to Owner's interest in the land except as provided in this lease. In any condemnation, the condemning authority (i.e., the state of Idaho and the US government, neither of which would ever condemn), the City will be a party to the proceeding and will be entitled to the value of its interest in the land undiminished.

~~13.3~~11.3 **Evidence of Insurance.** Evidence of the required liability insurance will be delivered to Owner on the Commencement Date. Evidence of the required property insurance will be delivered to Owner prior to construction of the Project. Evidence of renewal will be delivered to Owner not less than fifteen (15) days prior to the renewal date of any insurance policies during the Term. In the event Tenant fails to timely pay any premium when due, Owner will be authorized, but not obligated, to do so, and may charge all costs and expenses thereof, including the premium and interest at Owner's Interest Rate, to Tenant, to be paid by Tenant as additional rent hereunder. Owner will have no obligation to obtain insurance for the benefit of Tenant.

~~13.4~~11.4 **Waiver of Subrogation.** Owner and Tenant and all parties claiming under them mutually release and discharge each other from all claims and liabilities arising from or caused by any casualty or hazard covered or required hereunder to be covered in whole or in part by the casualty and liability insurance to be carried on the Project, the Land or in connection with any improvements on or activities conducted on the Land and the Project, and waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof, and evidence the waiver by endorsement to the required insurance policies, provided that the release will not operate in any case where the effect is to invalidate or substantially increase the cost of the insurance coverage (provided that in the case of increased cost, the other party will have the right, within thirty (30) days following written notice, to pay the increased cost, thereby keeping the release and waiver in full force and effect).

~~13.5~~11.5 **Indemnification.** Tenant (and each Subtenant, but only with respect to the Subleased Property) hereby agrees to indemnify, defend and save Owner harmless from and against any third-party claims, losses, damages and expense (including attorneys' fees and costs through litigation and all appeals) in connection with the loss of life, personal injury and damage to property caused by (a) any occurrence in, upon, at or about the Land or Project; (b) the occupancy, use, construction upon and maintenance of the Land and Project by Tenant (or the applicable Subtenant), and its guests and invitees, and any party acting by, through or under any of them; and (c) any wrongful or negligent act or failure to act by Tenant (or the applicable Subtenant) or its employees, agents or contractors. Nothing contained herein will be construed to make Tenant or any Subtenant liable for any injury or loss caused by the negligence, gross negligence or willful misconduct of Owner or any agent or employee of Owner.

~~Article 14~~ARTICLE 12 **DAMAGE AND DESTRUCTION**

~~14.1~~12.1 **Tenant's Duty to Restore Property.** If any buildings or improvements now or hereafter on the Land are damaged and/or destroyed in whole or in part by fire, theft, the elements, or any other cause, this Lease will continue in full force and effect, and Tenant, at its sole cost and expense, will have the right to repair and restore the damaged or destroyed Project in any matter permitted by this Lease or any Leasehold Mortgage. The work of repair and restoration will be commenced by Tenant as soon as reasonably possible, with due consideration given to, among other things, clearing of damaged portions of the Land and site preparation, adjustment of insurance claims, redesign, rebidding and repermitting, obtaining a new loan or loans for construction or repair. Tenant will proceed diligently to commence repairs and restoration. Once construction has commenced, Tenant will proceed diligently thereafter to complete the construction or repair, subject to reasonable delays due to force majeure events or events beyond the reasonable control of Tenant. Tenant will not be responsible for delays caused by force majeure events or for reasons beyond the reasonable control of Tenant.

~~14.2~~12.2 **Option to Terminate Lease for Destruction.** Notwithstanding ~~Section 12.1~~Section 12.1 above, and subject to the terms and conditions of any Leasehold Mortgage, if the Project is damaged or

destroyed by fire, theft or any other casualty, then Tenant will have the option of terminating this Lease by at least sixty (60) days' prior written notice of Tenant's intent to do so. If Tenant elects to terminate this Lease, then Tenant will also be required to remove, at Tenant's own expense, all debris and remains of the damaged improvements from the Land.

Article 15 ARTICLE 13 **DEFAULTS AND REMEDIES**

~~15.1~~13.1 **Defaults.** Each of the following events will constitute an “**Event of Default**”:

~~15.1.1~~13.1.1 Tenant's abandonment of the Land, or the improvements now or hereafter constructed thereon, where the abandonment continues for a period of sixty (60) days after notice thereof by Owner to Tenant;

~~15.1.2~~13.1.2 Any violation of the Affordability Requirements or use restrictions set forth in this Lease; provided, however, as to any violations of the use restrictions by any Subtenant, tenant or occupant of the Project, then Tenant's only obligation is to take reasonable action to stop the violation by the Subtenant, tenant or occupant promptly after receipt of written notice from Owner specifying the violation of the use restriction. The reasonable action may include legal or equitable actions to enforce the use restrictions against the Subtenant, tenant or occupant; provided, however, Tenant will not be obligated to pursue the termination of any Sublease or the eviction of the Qualified Tenant.

~~15.1.3~~13.1.3 Tenant's failure to pay any monetary obligations of any nature whatsoever required to be paid by Tenant under this Lease when due and payable;

~~15.1.4~~13.1.4 Tenant's failure to observe or perform any other material covenants, conditions or agreements under this Lease.

~~15.2~~13.2 **Notice and Right to Cure.** As to any Event of Default occurring under this Lease, Tenant will have thirty (30) days after written notice is given by Owner specifying the nature of the default to cure the default; provided, however, that if after exercise of due diligence and its best efforts to cure the non-monetary default Tenant is unable to do so within the thirty (30) day period, then the curing period will be extended for the reasonable time as may be reasonably approved by Owner for curing the default, so long as Tenant continues to diligently prosecute to completion the curing of the default.

~~15.3~~13.3 **Remedies.** If any default by Tenant will continue uncured upon expiration of the applicable curing period, then subject to the rights of any Mortgagee or Subtenant under this Lease, Owner may, at Owner's election, terminate this Lease by notice to Tenant. All Tenant's rights in the Land, the Project and in all improvements will terminate upon termination of this Lease. Promptly after any termination, Tenant will surrender and vacate the Land and the Project, and Owner may re-enter and take possession of the Land and the Project, subject to (a) any Subleases where the Subtenant is not in default beyond any applicable cure period; (b) any leases authorized pursuant to Article 5, all of which will remain in full force and effect; and (c) any federal or state affordability programs to which the Project (or individual residential units therein) may be bound. Termination under this paragraph will not relieve Tenant from the payment of any sum then due to Owner, or from any claim for damages previously accrued, or then accruing, against Tenant. Owner will utilize commercially reasonable efforts to mitigate damages in case an Event of Default will occur.

~~Article 16~~**ARTICLE 14** **SURRENDER AND REMOVAL**

Upon any termination of the Term, Tenant will surrender possession of the Land and all improvements constructed and installed thereon. Tenant may remove, or cause to be removed, all personal property, trade fixtures and equipment of Tenant, other than permanent fixtures, from the Land within thirty (30) days after the date of any termination of this Lease; thereafter all personal property, trade fixtures and equipment not removed will belong to Owner without the payment of any consideration.

~~Article 17~~**ARTICLE 15** **HAZARDOUS MATERIALS**

~~17.1~~**15.1** **Definition. “Hazardous Materials”** means any material, substance or waste that is or has the characteristic of being hazardous, toxic, ignitable, reactive or corrosive, including, without limitation, petroleum, PCBs, asbestos, materials known to cause cancer or reproductive problems and those materials, substances and/or wastes, including infectious waste, medical waste, and potentially infectious biomedical waste, which are or later become regulated by any local governmental authority, the State of Idaho or the United States Government, including substances defined as “hazardous substances,” “hazardous materials,” “toxic substances” or “hazardous wastes” in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.*; all corresponding and related State of Idaho and local statutes, ordinances and regulations, including without limitation any dealing with underground storage tanks; and in any other environmental law, regulation or ordinance now existing or hereinafter enacted (collectively, “**Hazardous Materials Laws**”).

~~17.2~~**15.2** **Use of Property by Tenant.** Tenant (and each Subtenant, but only with respect to the Subleased Property) hereby agrees that it and its employees, representatives, agents, contractors, subcontractors, tenants, subtenants and any other occupants of the Land (for purpose of this Section 15.2, referred to collectively herein as “**Occupants**”) will not use, generate, manufacture, process, store or dispose of, on, under or about the Land except in compliance with applicable Hazardous Materials Laws, e.g., Occupants of the Project will have the right to use and store reasonable quantities of Hazardous Materials at the Project used by Tenant as cleaning and office supplies. store reasonable quantities of Hazardous Materials within the Project.

~~17.3~~**15.3** **Indemnification by Tenant.** Tenant (and each Subtenant, but only with respect to its Subleased Property) will indemnify, defend and hold Owner harmless from any claims, damages, losses or expenses (including reasonable attorneys’ fees and costs through litigation and all appeals) resulting from death of or injury to any person, or damage to any property, or government mandated remediation plans, arising from by (a) Tenant’s (or Subtenant’s, as applicable) failure to comply with any Hazardous Materials Laws with respect to the Land, or (b) a breach of any covenant, warranty or representation of Tenant (or Subtenant, as applicable) under this Article 15. The foregoing indemnification by Tenant and each Subtenant will not extend to Hazardous Materials on, in or about the Land prior to prior to the Commencement Date.

~~Article 18~~**ARTICLE 16** **REPRESENTATIONS AND WARRANTIES**

~~18.1~~**16.1** **By Owner.** Owner makes the following representations and warranties to Tenant: (a) Owner is duly organized and existing under the laws of its state of origin and has all requisite legal power and authority to execute, deliver and perform this Lease; (b) the execution, delivery and performance by Owner of this Lease have been duly authorized by all requisite entity action of Owner and there is no provision in its charter documents requiring further consent by any other

person or entity; (c) this Lease constitutes the legal, valid and binding obligation of Owner, enforceable against Owner in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, reorganization, moratorium or similar laws affecting or limiting creditors' rights generally or by equitable principles relating to enforceability; (d) Owner has fee title to the Land and there are no liens or encumbrances against the Land except as permitted under this Lease; and (e) Owner will not during the Term of the Lease cause or suffer any lien, claim or encumbrances to exist against the Land by or through Owner, except as permitted by this Lease; (f) as long as Tenant is not in material default of this Lease (beyond any applicable cure period), Tenant will quietly hold, occupy and enjoy the Land during the Term without hindrance of Owner or any person claiming by, through or under Owner; and (g) Owner will cooperate with Tenant as reasonably necessary for Tenant to enjoy the benefits of this Lease, including executing any applications, consents or other instruments that are required (by applicable law or otherwise) to be executed by the fee simple owner of the Land, including any entitlement, subdivision or development applications.

~~18.2~~16.2 **By Tenant.** Tenant makes the following representations and warranties to Owner: (a) Tenant is duly organized and existing under the laws of its state of origin and has all requisite legal power and authority to execute, deliver and perform this Lease; (b) the execution, delivery and performance by Tenant of this Lease have been duly authorized by all requisite entity action of Tenant and there is no provision in its charter documents requiring further consent by any other person or entity; (c) this Lease constitutes the legal, valid and binding obligation of Tenant, enforceable against Tenant in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, reorganization, moratorium or similar laws affecting or limiting creditors' rights generally or by equitable principles relating to enforceability; (d) Tenant has inspected the Land and accepts the Land in its as-is condition, except for Owner's representations, warranties and covenants under this Lease; and (e) Tenant will not during the Term of the Lease cause or suffer any lien, claim or encumbrances to exist against the Land by or through Tenant, except as permitted by this Lease.

~~Article 19~~ARTICLE 17 **NOTICES**

Unless otherwise specifically required by this Lease or applicable law, any notices, approvals, consents or other communications required or permitted by this Lease or by applicable law to be served on, given to, or delivered to any party to this Lease must be writing and will be deemed duly served, given, delivered and received only when actually received by the receiving party (or delivery is refused by the receiving party). Delivery may be by any reasonable method. Each party agrees to give notice to the other parties of its address and any change of its address for the purpose of this section by giving written notice of the change to the other party in the manner herein provided. If any party fails to provide a current address for notices, then the other parties may serve notices to the then current address for the other party (or its registered agent) in the records of the Idaho Secretary of State or the records of the Blaine County Assessor. For so long as the City of Ketchum remains the Owner, then City of Ketchum may update its notice address by public notice.

~~Article 20~~ARTICLE 18 **GENERAL PROVISIONS**

~~20.4~~18.1 **Survival of Indemnities.** All representations, warranties and indemnities of Owner, Tenant and each Subtenant under this Lease will survive the expiration or sooner termination of this Lease.

~~20.2~~18.2 **Unavoidable Delay; Force Majeure.** If either party will be delayed or prevented from the performance of any act required by this Lease by reason of acts of God, strikes, lockouts, labor

troubles, pandemics, epidemics, inability to procure materials, restrictive governmental laws, or regulations or other cause, without fault and beyond the reasonable control of the party obligated, performance of the act will be excused for the period of the delay; and the period for the performance of any act will be extended for a period equivalent to the period of the delay.

~~20.3~~18.3 **Interpretation.** Time is of the essence of any obligation where time is a factor. The use herein of any gender includes all other genders, and the use of the singular number includes the plural and vice-versa, whenever the context so requires. Captions in this Lease are inserted for convenience of reference only and do not define, describe or limit the scope or the intent of this Lease or any of the terms hereof. The word “including” will be construed without limitation, as if the words “but not limited to” appear immediately after. The words shall, will and must have the same meaning, which is mandatory. This Lease will not be construed in favor of any party hereto, but to be construed fairly and broadly toward effectuating the purposes hereof. If any term, provision, covenant or condition of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions will remain in full force and effect and will in no way be affected, impaired or invalidated. For purposes of this Lease, the parties to this Lease includes Owner and Tenant, and if applicable, any Subtenant in possession of a Subleased Property, but only with respect to the Subleased Property.

~~20.4~~18.4 **Entire Agreement.** This Lease contains the entire agreement between the parties regarding the subject matter hereof. Any other oral or written representations, agreements, understandings and/or statements will be of no force and effect.

~~20.5~~18.5 **Waiver; Amendment.** No modification, waiver, amendment, discharge or change of this Lease will be valid unless the same is in writing and signed by the party against which the enforcement of the modification, waiver, amendment, discharge or change is or may be sought. Owner and Tenant agree that they will not amend this Lease with respect to any Subleased Property without the prior written consent of the Subtenant thereof.

~~20.6~~18.6 **Attorney’s Fees.** If either party retains an attorney to enforce or interpret this Lease, the prevailing party will be entitled to recover reasonable attorneys’ fees and litigation costs incurred through litigation, bankruptcy proceedings and all appeals.

~~20.7~~18.7 **Governing Law.** This Lease will be construed and enforced in accordance with the laws of the State of Idaho.

~~20.8~~18.8 **Binding Effect.** This Lease will bind, and inure to the benefit of, the parties and their respective successors and permitted assigns.

18.9 Assignment. Tenant may not sublease, assign or otherwise convey any of its interest in this Lease or the Leasehold Interest, other than as expressly permitted in this Lease, without the prior written consent of Owner, which consent Owner will not unreasonably withhold, condition or delay provided that the subtenant or assignee thereof agrees in writing to be bound by the terms of this Lease with respect to the interest subleased or assigned. Unless otherwise set forth in Owner’s consent or other instrument executed by Owner, no sublease, assignment or other conveyance or transfer of Tenant’s interest in this Lease or the Leasehold Interest will release Tenant from its obligations under this Lease, and Tenant will remain fully liable for all obligations of Tenant under this Lease.

Commented [GP10]: This is a proper “no assignment” except as permitted or with consent provision.

~~20.9~~18.10 **Estoppel Certificates.** Either party will execute, acknowledge and deliver to the other party, within twenty (20) days after the request by the other party, a statement in writing certifying,

if it is the case, that this Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified); the date of commencement of this Lease; the dates for which the rent and other charges have been paid; any alleged defaults and claims against the other party; and providing any other information as may be reasonably requested.

~~20.10~~18.11 **Waiver of Trial by Jury.** EXCEPT AS OTHERWISE PROVIDED BY LAW, OWNER AND TENANT MUTUALLY, EXPRESSLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY FOR ANY PROCEEDINGS ARISING OUT OF OR IN CONNECTION WITH THIS LEASE, OR ANY CONDUCT OR COURSE OF DEALING OF THE PARTIES, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PERSONS. THIS WAIVER IS A MATERIAL INDUCEMENT TO OWNER TO ACCEPT DELIVERY OF THIS LEASE.

[end of text; counterpart signature pages follows]

COUNTERPART SIGNATURE PAGE

DATED effective as of the Effective Date.

Owner: CITY OF KETCHUM, an Idaho municipal corporation

By: _____
Neil Bradshaw, Mayor

Attest:

Lisa Enourato, Interim City Clerk

STATE OF IDAHO)
) ss.
County of Blaine)

This record was signed before me on _____ by Neil Bradshaw as Mayor,
and by Lisa Enourato as Interim City Clerk of the City of Ketchum.

Notary Signature

COUNTERPART SIGNATURE PAGE

DATED effective as of the Effective Date.

Tenant: KETCHUM COMMUNITY DEVELOPMENT CORPORATION, an Idaho nonprofit corporation

By: _____
Name: Charles Friedman
Title: Executive Director

STATE OF IDAHO)
) ss.
County of Blaine)

This record was signed before me on _____ by Charles Friedman as Executive Director of Ketchum Community Development Corporation.

Notary Signature

EXHIBIT A
LEGAL DESCRIPTION OF THE LAND

The West 75 feet of Lots 7 and 8 in Block 45 of the Village of Ketchum, as shown on the official map thereof recorded as Instrument No. 302967, records of Blaine County, Idaho;

And

Lot 3A of the Lot Line Shift Plat Showing Lots 3 & 4 in Block 45 of the Ketchum Original Townsite, recorded as Instrument No. 444760, records of Blaine County, Idaho.

EXHIBIT B
CONCEPT PLANS FOR PROJECT



AMENDED AND RESTATED
GROUND LEASE

by and between

CITY OF KETCHUM
an Idaho municipal corporation
(“Owner”)

and

KETCHUM COMMUNITY DEVELOPMENT CORPORATION
an Idaho nonprofit corporation
(“Tenant”)

FOR

BLUEBIRD VILLAGE

480 East Avenue
Ketchum, Idaho 83340

This Lease amends, restates, supersedes and replaces the Ground Lease between Owner and Tenant recorded in the real property records of Blaine County, Idaho as Instrument No. 689499.

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EXHIBITS

Exhibit A Legal Description of the Land

AMENDED AND RESTATED

GROUND LEASE FOR BLUEBIRD VILLAGE 480 East Avenue Ketchum, Idaho 83340

This Amended and Restated Ground Lease for Bluebird Village (this “**Lease**”) is made effective as of the date this Lease is recorded in the real property records of Blaine County, Idaho (“**Effective Date**”) by and between City of Ketchum, an Idaho municipal corporation (“**Owner**”) and Ketchum Community Development Corporation, an Idaho nonprofit corporation (“**Tenant**”). This Lease amends, restates, supersedes and replaces the Ground Lease between Owner and Tenant recorded in the real property records in Blaine County, Idaho as Instrument No. 689499.

RECITALS

- A. Owner owns the parcel of land located at 480 East Avenue, Ketchum, Idaho 83353, that is legally described on Exhibit A (the “**Land**”).
- B. Tenant desires to lease the Land for redevelopment into a mixed-use project with street-level retail, parking, and affordable rental housing units in an energy-efficient building designed to blend into Ketchum’s downtown core, as graphically depicted on Exhibit B (the “**Project**” or “**Bluebird Village**”).
- C. Owner has authority, pursuant to Idaho Code § 50-1407, to manage city property and authorize the lease of any real property not otherwise needed for city purposes, upon any terms as the City Council determines may be just and equitable.
- D. Owner, by approval of this Lease, hereby finds that the Land is not otherwise needed for city purposes, that affordable community housing is an important community need, that it is in the best interest of the public to lease the Land to Tenant, and that the terms of this Lease are just and equitable.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties, the receipt and sufficiency of which are hereby acknowledged, Owner and Tenant agree that the foregoing recitals are true and correct and incorporated herein by this reference, and further agree as follows:

ARTICLE 1 LEASE OF LAND

- 1.1 **Land Restoration.** Owner agrees to restore the Land to a vacant “bare ground” state that is ready for development of the Project thereon, including (a) abatement and removal of any Hazardous Materials (as defined in Section 15.1) thereon, if any; (b) removal of any existing structures and other improvements on the Land, including any below-grade elements thereof (such as foundations, footings and utilities; (c) restoration of the surface of the Land to a clear, level and rough graded condition (collectively, the “**Land Restoration**”). Owner agrees to use commercially reasonable efforts to complete the Land Restoration on or before April 30, 2022. Owner will provide Tenant with a completion notice once the Land Restoration is fully complete and the Land is ready for development of the Project (the “**Completion Notice**”).

- 1.2 **Lease.** This Lease will be fully effective as of the Effective Date. From the Commencement Date (defined in Article 2), Owner hereby leases the Land to Tenant on the terms hereof. Tenant hereby accepts the lease of the Land from Owner on the terms hereof. Tenant warrants to Owner that Tenant accepts the Land in its as-is condition without representation or warranty from Owner, except as expressly provided in this Lease. The term “**Leasehold Interest**” refers to Tenant’s interest in this Lease and the leasehold estate and all attendant and appurtenant rights, including without limitation, Tenant’s rights to all improvements to the Land.
- 1.3 **Title to the Project.** This Lease is a lease of the Land only, and not the Project. Title to the Project will be and remain in Tenant, the applicable Subtenant(s) or other party that own the Project until the expiration of the Term, unless this Lease shall be terminated sooner as herein provided. During the Term, the owner(s) of the Project alone shall be entitled to all of the tax attributes of ownership with respect to the portion of the Project owned, including, without limitation, the right to claim depreciation or cost recovery deductions and the right to claim the low-income housing tax credit described in Section 42 of the Internal Revenue Code of 1986, as amended, as well as all other benefits for federal income tax purposes.

ARTICLE 2 LEASE TERM

The “**Term**” of the Lease will commence on the date that Owner provides the Completion Notice to Tenant (the “**Commencement Date**”) and will expire seventy-five (75) years after the Commencement Date (the “**Expiration Date**”).

ARTICLE 3 RENT

For the entire Term, the rent due under this Lease is Ten Dollars (\$10), which Owner acknowledges to be paid by Tenant in full as of the Effective Date.

ARTICLE 4 THE PROJECT

Tenant will cause the Project to be constructed on the Land in accordance with this Lease and applicable law. Once the Project is constructed on the Land, Tenant will (or will require Subtenants to) keep the Project in a state of good condition, maintenance and repair, with ordinary wear and tear excepted. Tenant may alter the Project in any lawful manner, provided that the Project (as altered) complies with the terms of this Lease. Owner agrees that it will not unreasonably restrict, hinder, delay or otherwise prevent the Project from being constructed, absent a material breach of this Lease by Tenant, or an Event of Default (defined in Section 13.1), that continues beyond any applicable notice and cure period.

ARTICLE 5 USE OF PREMISES

- 5.1 **Permitted Uses.** Owner and Tenant agree that the principal purpose of this Lease is (a) to provide Affordable Housing Units (as defined below) for lease to Qualified Tenants (as defined below) for a rent that does not exceed the rent limit set forth in Section 5.6 below (collectively, the “**Affordability Requirement**”); (b) to provide Community Housing Units (as defined below) for lease to individuals meeting asset, income and minimum occupancy guidelines approved by the governing housing authority and the City of Ketchum, as ‘community housing’ under the Ketchum City Code (or its successor provisions) (collectively, the “**Community Requirement**”); and (c) provide ground floor commercial space for retail, restaurant, office, service and similar users for the benefit of the general public. Accordingly, the Land and the Project will be used primarily for

the foregoing principal purpose and other uses that may be incidental thereto or in support thereof, and for no other purposes, except as otherwise approved by Owner.

- 5.2 **Affordable Housing Units.** A “**Affordable Housing Unit**” is each residential dwelling unit in the Project that is designated as being subject to the Affordability Requirement, which will be all residential dwelling units in the Project except Community Housing Units and Employee Housing Units. Tenant agrees to market, lease and operate the Affordable Housing Units on the terms set forth in this Lease.
- 5.3 **Community Housing Units.** A “**Community Housing Unit**” is each residential dwelling unit in the Project that is designated as being subject to the Community Requirement. Tenant agrees to market, lease and operate the Community Housing Units on the terms set forth in this Lease and the requirements of the Ketchum City Code.
- 5.4 **Qualified Tenants.** As used herein, the term “residential tenant” for a Affordable Housing Unit means all persons that lease or occupy the Affordable Housing Unit as a dwelling, whether or not the persons are related. A “**Qualified Tenant**” is any residential tenant household that meets Tenant’s then-current tenant selection criteria for the Project with a household income that does exceed the applicable household income limit of the Applicable Affordable Housing Program (if any is then in effect) or, if no such Applicable Affordable Housing Program is then in effect, then in accordance with the then current applicable household income limits of the Low Income Housing Tax Credit (LIHTC) program. Nothing in this Lease will require Tenant to lease any Affordable Housing Unit to a residential tenant that does not meet Tenant’s then-current tenant selection criteria for the Project (other than limited income as permitted herein). Nothing in this Lease limits Tenant’s right to enforce the terms of any lease or other agreement with a residential tenant (or any the occupant) in the Project.
- 5.5 **Income Qualification.** Each Affordable Housing Unit must be occupied (or, if unoccupied, made available for occupancy) by a Qualified Tenant. Tenant will verify that each residential tenant meets the income qualification to be a Qualified Tenant, which verification may be by any reasonable method, including the residential tenant’s production of reasonable evidence of residential tenant’s income and residential tenant’s self-certification that income statements are true and correct in all material respects. Once a residential tenant is verified to be a Qualifying Tenant and leases an Affordable Housing Unit, then the residential tenant will remain a Qualifying Tenant for as long as the residential tenant remains a tenant in the Project.
- 5.6 **Rent Limit for Affordable Housing Units.** To maintain the Affordable Housing Units as affordable, Tenant will charge monthly rent for each Affordable Housing Unit that does not exceed the applicable rent limit of the Applicable Affordable Housing Program (if any is then in effect) or, if no such Applicable Affordable Housing Program is then in effect, then in accordance with the then current applicable rent limits of Low Income Housing Tax Credit (LIHTC) program. If at any time during the Term, Tenant is permitted by the Applicable Affordable Housing Program to exceed the foregoing rent limit for an Affordable Housing Unit for any particular residential tenant, then the portion of the rent that exceeds the foregoing rent limit will be paid to Owner. The commercial space in the Project and any particular residential tenant with a HUD Section 8 voucher, is excluded from this provision for the Term of the Lease.
- 5.7 **Ketchum Preference Policy.** Except to the extent prohibited by any Applicable Affordable Housing Program (defined in [Section 5.9](#)) or other applicable law, all Affordable Housing Units and Community Housing Units must be leased in accordance with the then current preference policy or ordinance adopted by the City of Ketchum, if any (a “**Ketchum Preference Policy**”).

- 5.8 **Annual Reports.** After occupancy of the Project, Tenant will provide Owner with a written report (in any form reasonably requested by Owner) by March 1 of each year that provides reasonable evidence that the Affordable Housing Units have been leased (or made available for lease) in compliance with the Affordability Requirement (as applicable) during the prior calendar year.
- 5.9 **Federal or State or Local Affordability Programs.** Owner and Tenant intend the Affordability Requirement and this Lease to be adjusted as necessary to allow for the Project to fully take advantage of any then available federal, state or local programs for affordable housing. Affordable housing programs include, by way of example and not limitation, the Low Income Housing Tax Credit (LIHTC) program, HOME investment partnership program (HOME), Community Development Block Grants (CDBG) funding, and the HUD Housing Trust Fund (HTF) program. To the extent that any program requires an amendment or rider to this Lease, Owner agrees to promptly execute any amendment or rider that is reasonably required for the Project to fully participate in the Program. To the extent any element of the Affordability Requirement or this Lease is inconsistent with any federal, state or local state affordable housing program that applies to the Project (or any residential dwelling units therein) (an “**Applicable Affordable Housing Program**”), then the terms of the Applicable Affordable Housing Program will govern over the inconsistent terms of the Affordability Covenant or the Lease.
- 5.10 **Commercial Tenants.** Tenant may lease the commercial space to any party for the occupancy and use thereof (a “**Commercial Tenant**”) provided that (a) the lease is subject to the terms of this Lease; (b) the term of the lease will expire prior to the Term; and (c) the uses allowed in the commercial space are limited to office, retail, restaurant, service and similar uses that are open to the general public. Except as restricted by this Lease, Tenant may lease the commercial space in any lawful manner and on any financial terms as Tenant deems appropriate.
- 5.11 **Prohibited Uses.** Tenant agrees that it will not permit the Land or the Project for (a) any use that constitutes a public or private nuisance in or around the Land; (b) use that violates applicable law; (c) any industrial use; (d) any use related to the service of automobiles or other self-powered machines; (e) any dry-cleaner (or other cleaning service that uses solvents similar to dry-cleaning); (f) any ‘head’ shop or similar operation that sells any paraphernalia related to the use of marijuana, cannabis, tetrahydrocannabinol or other illegal substances; or (g) any use relates to the use, sale, cultivation, manufacture, distribution or marketing of any substance containing any amount of marijuana, cannabis or tetrahydrocannabinol (whether for commercial, medical, or personal purpose) if such activities are prohibited by applicable federal, state or local law (and if the any such activities become lawful under some federal, state or local applicable law, but prohibited by other federal, state or local law, then the such activities will remain prohibited).

ARTICLE 6 SUBLEASE AND ENCUMBRANCE OF LEASEHOLD ESTATE

- 6.1 **Tenant’s Right to Sublease.** Subject to Owner’s consent rights set forth in Section 6.2, Tenant may, at any time, sublease all or any portion of the Leasehold Interest (each, a “**Sublease**”), and in that event, the subtenant of the Sublease (a “**Subtenant**”) will perform all of Tenant’s obligations, and have all of Tenant’s rights, under this Lease with respect to the Leasehold Interest subleased under the Sublease (said Leasehold Interest subleased by the Sublease is hereafter called the “**Subleased Property**”). A Sublease must specify that the Sublease is limited to the Leasehold Interest, and must have a stated expiration date which is prior to expiration of the Term, but no shorter than forty (40) years. Tenant will cause a true, complete and correct copy of the original of each Sublease, together with written notice containing the name and address of the holder Subtenant, to be delivered to Owner within ten (10) days of Tenant’s execution and delivery of the Sublease or Leasehold Mortgage. Subject to the terms of this Lease, and the rights of any

Recognized Interest Holder (defined in Section 6.4) under any Leasehold Mortgage (defined in Section 6.2), a Subtenant may enforce its rights under its Sublease and take possession of the Leasehold Interest subleased under the Sublease (said Leasehold Interest subleased by the Sublease is hereafter called the “**Subleased Property**”), in any lawful way.

- 6.2 **Owner’s Sublease Consent Rights.** Tenant may, at any time, enter into a Sublease for any commercial space in the Project to any commercial Subtenant without Owner’s consent. Tenant may not enter into any Sublease for any space in the Project other than commercial space in the Project without Owner’s consent, which consent Owner will not unreasonably withhold, condition or delay provided that the subtenant or assignee thereof agrees in writing to be bound by the terms of this Lease with respect to the interest subleased or assigned. Owner’s consent rights under this Lease does not apply to (a) the right of any Subtenant to further sublease the Subleased Estate in accordance with the terms of the Sublease; or (b) the right of any Recognized Interest Holder to exercise any lawful rights as a Recognized Interest Holder. Owner hereby grants its consent to Tenant entering into a Sublease for all or any part of Leasehold Interest to 9% Bluebird Housing Partners LLC, an Idaho limited liability company (the “**9% Subtenant**”) or 4% Bluebird Housing Partners LLC, an Idaho limited liability company (the “**4% Subtenant**”).
- 6.3 **Tenant’s Right to Encumber.** Tenant may, at any time, encumber all or any portion of the Leasehold by deed of trust, mortgage or other security instrument (collectively, “**Leasehold Mortgage**”). Any Leasehold Mortgage of any part of the Leasehold Interest must be expressly subject and subordinate to the terms of this Lease. Tenant covenants to pay the indebtedness secured by any Leasehold Mortgage when the same will become due and payable, and to perform, when the performance is required, all obligations of the mortgagor thereunder. Tenant further agrees not to suffer or permit any default to occur and continue under any Leasehold Mortgage beyond any applicable cure period. The Leasehold Mortgage will specify that the indebtedness is that of Tenant only and is not the indebtedness of Owner and that the lien of the Leasehold Mortgage is limited to the Leasehold Interest. Each Leasehold Mortgage must, by its own terms, have a stated maturity date which is prior to expiration of the Term, but no shorter than forty (40) years, and Tenant covenants that it will be so paid and that the Leasehold Interest will be released from the lien prior to the expiration of the Term. Tenant will cause a true, complete and correct copy of the original of each Leasehold Mortgage, together with written notice containing the name and address of the holder thereunder (the “**Mortgagee**”), to be delivered to Owner within ten (10) days of Tenant’s execution and delivery of the Mortgage to the Mortgagee. Subject to the terms of this Lease and the Leasehold Mortgage, a Mortgagee may enforce its rights under its Leasehold Mortgage and succeed to the Leasehold Interest encumbered by the Leasehold Mortgage (said Leasehold Interest encumbered by the Leasehold Mortgage is hereafter called the “**Leasehold Mortgage Property**”), in any lawful way, including possession through foreclosure, assignment and/or deed or assignment in lieu of foreclosure, and upon foreclosure of the Leasehold Mortgage or acceptance of an assignment and/or deed in lieu of foreclosure to the leasehold estate, take possession of the Leasehold Mortgage Property subject to the interests of the Project tenants.
- 6.4 **Owner’s Rights.** Owner will not be required (a) to pledge its fee interest in the Land to secure any Sublease or Leasehold Mortgage; (b) to subordinate the fee interest to the rights of any Subtenant or Mortgagee; or (c) to assume in any manner any liability of Tenant under any Sublease or Leasehold Mortgage. The Sublease must specify that the Sublease is limited to the Leasehold Interest. The Sublease must, by its own terms, have a stated expiration date which is prior to expiration of the Term, but no shorter than forty (40) years. Tenant will cause a true, complete and correct copy of the original of each Sublease or Leasehold Mortgage, together with written notice containing the name and post office address of the holder thereunder, to be delivered to Owner within ten (10) days of Tenant’s execution and delivery of the Sublease or Leasehold Mortgage.

No foreclosure of any Leasehold Mortgage or any other encumbrance on the Project, and no deed in-lieu-of foreclosure, and no other exercise of any right or remedy that results in the Tenant no longer having title to the Project, will impair the Owner's interest in the Land, this Lease or Owner's rights under this Lease.

6.5 **Notices to Recognized Interest Holder.** Any Subtenant or Mortgagee may give notice to Owner of its name and address (who is sometimes referred to herein as a "**Recognized Interest Holder**") in the manner provided in this Lease, and if the notice is given, Owner will give to the Recognized Interest Holder a copy of each notice of default given pursuant to Section 13.1 by Owner to Tenant (the "**Owner Notice**") at the same time as and whenever any Owner Notice will thereafter be given by Owner to Tenant, addressed to the Recognized Interest Holder at its address last furnished to Owner (the "**Holder Notice**"). No notice by Owner to Tenant hereunder will be deemed to have been duly given unless and until a copy thereof has been served on the Recognized Interest Holder in the manner provided in this Lease.

6.6 **Recognized Interest Holder Provisions.** Owner agrees that it will not accept the surrender of the Land by Tenant prior to the termination of this Lease, or consent to the modification of any term of the Lease which materially alters the rights and obligations of the parties hereunder, or consent to the termination thereof by Tenant, without the prior written approval of each Recognized Interest Holder, in each instance, which approval will not be unreasonably withheld, conditioned or delayed. Owner further agrees that it will not seek to terminate the Lease or Tenant's right of possession thereunder by reason of any act or omission of Tenant until:

- (1) Owner has given to each Recognized Interest Holder a copy of the Owner Notice with respect to the Event of Default, as defined hereafter in Section 13.1, upon which the proposed termination is based;
- (2) after the expiration of all applicable notice and grace periods set forth under the Lease or any Leasehold Mortgage with respect to the Event of Default (a "**Lease Default**"), Owner will have given written notice to each Recognized Interest Holder of the failure of Tenant to cure the Lease Default. The Holder Notice will be sent by certified mail, return receipt requested or by a nationally recognized commercial overnight delivery service to the address designated in writing to Owner by each Recognized Interest Holder (or any other address as may hereinafter be designated in writing to Owner by each Recognized Interest Holder); and
- (3) a reasonable period of time will have elapsed following the receipt of the Holder Notice, during which period any Recognized Interest Holder will have the right, but will not be obligated, to remedy the Lease Default, Owner agreeing to accept any remedy by any Recognized Interest Holder as if the same had been performed by Tenant.

As used herein, a reasonable period of time will be 60 days if the Lease Default can be remedied during the 60 day period; provided, however, if the Lease Default cannot be remedied during the 60 day period, then the period of time as is necessary to remedy the Lease Default (not to exceed one-hundred twenty (120) days), provided any Recognized Interest Holder has commenced to cure the Lease Default within the 60 day period and continues to diligently prosecute the same. Any default that, by its nature, is not capable of being cured by Recognized Interest Holder will be deemed cured whether or not the default is cured, but as to Recognized Interest Holder only and not as to Tenant. Further:

- (a) Owner will accept performance by any Recognized Interest Holder of any covenant, condition or agreement on Tenant's part to be performed hereunder with the same force and effect as though performed by Tenant.
- (b) If the Recognized Interest Holder is a Mortgagee, then the time for the Recognized Interest Holder to cure any Lease Default by Tenant which reasonably requires that the Recognized Interest Holder be in possession of the Leasehold Mortgage Property to do so, will be deemed extended to include the period of time required by the Recognized Interest Holder to obtain the possession or obtain Tenant's interest in the Leasehold Mortgage Property (by foreclosure or otherwise) with due diligence; provided, however, that the Recognized Interest Holder will have delivered to Owner its written commitment to cure outstanding Lease Defaults reasonably requiring possession of the Leasehold Mortgage Property and which are capable of being cured by the Recognized Interest Holder (which commitment may be revoked by Recognized Interest Holder by written notice to Owner); and further provided, however, that during the period all other obligations of Tenant under this Lease are being duly performed to the extent that the other obligations are capable of being performed by the Recognized Interest Holder, including but not limited the payment of rent and other monetary obligations due Owner.
- (c) The provisions of this Section 6.6 are for the benefit of each Recognized Interest Holder and may be relied upon and will be enforceable by each Recognized Interest Holder and their respective successors and assigns. Neither a Recognized Interest Holder nor any other holder or owner of the indebtedness secured by a Leasehold Mortgage or otherwise will be liable upon the covenants, agreements or obligations of Tenant contained in this Lease, unless and until the Recognized Interest Holder or that holder or owner acquires the interest of Tenant, and then only to the extent set forth in this Section 6.6. Owner and Tenant agree to execute the documentation reasonably requested by a Recognized Interest Holder consistent with the terms and provisions of this Article 6.
- (d) Anything herein contained to the contrary notwithstanding, the provisions of this Section 6.6 will inure only to the benefit of all Recognized Interest Holders and their respective successors and assigns. If more than one the Mortgagee (one the Mortgagee being intended to include multiple mortgagees holding a single mortgage or deed of trust) will make written requests upon Owner for a new ground lease in accordance with the provisions of this Section, the new ground lease will be entered into pursuant to the request of the Recognized Interest Holder whose Leasehold Mortgage will be prior in lien thereto according to the records of Blaine County and thereupon the written requests for a new ground lease of each person junior in priority will be deemed to be void and of no force and effect.

6.7 **Other Miscellaneous Provisions Concerning Leasehold Mortgages**

- (a) At Tenant's request, Owner will execute a written agreement with a Recognized Interest Holder in which Owner agrees that it consents to the granting of the Sublease or Leasehold Mortgage and that Owner will not disturb the tenancy or rights of the Recognized Interest Holder (its successors or assigns and any subsequent purchaser) so long as the Recognized Interest Holder (its successors or assigns and subsequent purchaser) cures any existing defaults as required herein and commits no default beyond the applicable notice and curative periods hereunder and is otherwise in full compliance with the terms of this Lease. Additionally, Owner will execute the other documentation reasonably requested to confirm the rights of a Recognized Interest Holder hereunder; provided, under no circumstances

will Owner be responsible for the payment of the debt secured by the Leasehold Mortgage, and in no event will Owner's fee simple estate in the Land, including Owner's reversionary interest in the Project be subject or subordinate to any Sublease or the lien of the Leasehold Mortgage.

- (b) Owner agrees that it will promptly make the reasonable amendments or modifications of the Lease as are requested by any Recognized Interest Holder, provided that there will be no adverse change in any of the substantive rights, duties or obligations of Owner under this Lease. The preceding sentence is effective regardless of the fact that the Recognized Interest Holder may make the request prior to the execution of the applicable Sublease or Leasehold Mortgage; in that event, said amendments or modifications to the Lease will become effective as of the execution of the Sublease or Leasehold Mortgage.

ARTICLE 7 TAXES

From and after the Commencement Date and continuing thereafter during the Term, Tenant will pay or cause to be paid all real and personal property taxes, general and special assessments, and all other charges, assessments and taxes of every description, levied on or assessed against the Land, the Project and other improvements located on the Land. Tenant will make all payments directly to the appropriate charging or taxing authority before delinquency. If, however, the law expressly permits the payment of any or all of the above items in installments (whether or not interest accrues on the unpaid balance), Tenant may, at Tenant's election, utilize the permitted installment method, but will pay each installment before delinquency. All payments of taxes or assessments will be prorated for the year in which this Lease commences and for the year in which the Lease terminates. Tenant will have the right to contest or review by legal proceedings, as permitted under applicable law, any assessed valuation, real estate tax, or assessment; provided that, unless Tenant has paid the tax or assessment under protest, Tenant will furnish to Owner (i) proof reasonably satisfactory to Owner that the protest or contest may be maintained without payment under protest, and (ii) a surety bond or other security reasonably satisfactory to Owner securing the payment of the contested item or items and all interest, penalty and cost in connection therewith upon the final determination of the contest or review. Any amount already paid by Tenant and subsequently recovered by Owner or Tenant as the result of the contest or review will be for the account of Tenant.

ARTICLE 8 MAINTENANCE AND REPAIR

Tenant agrees that it will, at its own expense, maintain or cause to be maintained the entire Land, the Project and any other improvements and appurtenances thereto and every part thereof, in good order, condition and repair and in accordance with applicable law. Subject to the terms and conditions of any Leasehold Mortgage, in the event any repairs required to be made under the provisions of this Lease are not made within thirty (30) days after written notice from Owner to do so, then Owner may, at its option, enter upon the Land and repair the same, and the cost and expense of the repairs, with interest at the applicable legal rate will be due and paid by Tenant to Owner upon demand.

ARTICLE 9 MECHANICS' LIENS

Tenant will not suffer, create or permit any mechanic's liens or other liens to be filed against the fee interest of Owner in the Land or Project by reason of any work, labor, services or materials supplied or claimed to have been supplied to Tenant or anyone holding the Land or any part thereof through or under Tenant. If any mechanic's or laborer's liens or materialman's lien will be recorded against the Land or the Project, then within sixty (60) days after notice of the filing thereof, or fifteen (15) days after Tenant is served with a complaint to foreclose said lien or Owner advises Tenant in writing that Owner has been served with the complaint, whichever is earlier, Tenant will use commercially reasonable efforts cause the lien to be

removed, or will transfer the lien to bond for the benefit of Owner pursuant to applicable law. If Tenant in good faith desires to contest the lien, Tenant will be privileged to do so, but in that case Tenant agrees to indemnify and save Owner harmless from all liability for damages, including attorneys' fees and costs, occasioned thereby and will, in the event of a judgment of foreclosure upon any mechanic's, laborer's or materialman's lien, cause the same to be discharged and removed prior to the execution of the judgment.

ARTICLE 10 CONDEMNATION

10.1 **Interests of Parties on Condemnation.** If the Land or any part thereof will be taken for public purpose by condemnation as a result of any action or proceeding in eminent domain, or will be transferred in lieu of condemnation to any authority entitled to exercise the power of eminent domain, the interests of Owner, Tenant and any Recognized Interest Holder in the award or consideration for the transfer, and the allocation of the award and the other effect of the taking or transfer upon this Lease, will be as provided by this Article 10.

10.2 **Total Taking.** If the entire Land is taken, then (a) the right of Tenant and each Subtenant to possess the Land under this Lease will terminate on the date title to the Land vests in the condemning authority; and (b) this Lease will terminate after Tenant and each Recognized Interest Holder has received all amounts that it may be entitled to receive with respect to the taking.

10.3 **Partial Taking.**

- (a) In the event of taking or transfer of only a part of the Land, leaving the remainder of the Land in a location, form, shape or reduced size as to be not effectively and practicably usable in the good faith opinion of Tenant (and each Subtenant, if any) for the operation thereon of the Project, taking into consideration the effect, if any, of the taking on the availability of parking proximately located to the Project, and if Owner and any Recognized Interest Holder agrees with the determination of the Tenant (and each Subtenant, if any), which consent will not be unreasonably withheld, this Lease and all right, title and interest thereunder may be terminated by Tenant (and each Subtenant, if any) giving, within sixty (60) days of the occurrence of the event, thirty (30) days' notice to Owner and any Recognized Interest Holder of Tenant's (and each Subtenant's, if any) election to terminate.
- (b) In the event of a taking of only a part of the Land leaving the remainder of the Land in a location, form, shape or reduced size as to be used effectively and practicably in the good faith opinion of Tenant (and each Subtenant, if any) for the purpose of operation of the Project therein, and if Owner and any Recognized Interest Holder agrees with the determination of Tenant (and each Subtenant, if any), which consent will not be unreasonably withheld, this Lease will terminate only as to the portion of the Land so taken or transferred as of the date title to the portion vests in the condemning authority, and will continue in full force and effect as to the portion of the Land not so taken or transferred. If title and possession of a portion of the Land is taken under the power of eminent domain, and the Lease continues as to the portion remaining, all compensation and damages ("**Compensation**") payable to Tenant (or the applicable Subtenant, if any) by reason of any improvements so taken will be available to be used, to the extent reasonably needed, by Tenant (or the applicable Subtenant, if any) in replacing any improvements so taken with improvements of the same type as the remaining portion of the Land.

10.4 **Allocation of Award.** Any Compensation awarded or payable because of the taking of all or any portion of the Land by eminent domain will be awarded in accordance with the values of the

respective interests in the Land and all improvements thereon immediately prior to the taking. The value of Owner's interest in the Land immediately prior to a taking will include the then value of its interest in the Land prior to the Expiration Date of this Lease, together with the value of its reversionary interest in the Land and Project after the Expiration Date. The value of Tenant's interest in the Land immediately prior to a taking will include the then value of its interest in the Land and Project for the remainder of the Term. The values will be those determined in the proceeding relating to the taking or, if no separate determination of the values is made in the proceeding, those determined by agreement between Owner, Tenant and any affected Recognized Interest Holders. If the agreement cannot be reached, the values will be determined by an appraiser or appraisers appointed in the manner by agreement of the parties to the dispute, or if no agreement is reached within a reasonable period of time, then an appraiser or appraisers appointed by an arbitrator appointed under Idaho Uniform Arbitration Act. In the event of separate awards, then each party may retain the separate awards made to each and any of them. To the extent any outstanding amount under any Leasehold Mortgagee exists, then the outstanding balance of the Leasehold Mortgage will be satisfied first from Tenant's award or share of the award, and if the share is insufficient, then Tenant will pay the balance from its own resources.

- 10.5 **Voluntary Conveyance.** Any voluntary conveyance by Owner under threat of a taking under the power of eminent domain in lieu of formal proceedings will be deemed a taking within the meaning of this Article 10.
- 10.6 **No Interest in Land.** Tenant acknowledges that Tenant has no interest in the Land other than Tenant's interest this Lease, and in the event of any taking of Owner's interest in the Land, Tenant agrees that Tenant will not be entitled to any part of Owner's interest in the Land, other than Tenant's interest in this Lease.

ARTICLE 11 INSURANCE AND INDEMNIFICATION

- 11.1 **Comprehensive Liability Insurance.** Tenant will, at its cost and expense, at all times during the Term, maintain in force, for the joint benefit of Owner, Tenant, and all Recognized Interest Holders, a commercial general liability insurance policy or its equivalent issued by a carrier licensed to do business the State of Idaho with a Best's Insurance Guide Rating of A+, by the terms of which Owner, Tenant, and all Recognized Interest Holders, are named as insureds or additional insureds, as the case may be, and are indemnified against liability for damage or injury to the Land or person (including death) of any person entering upon or using the Land or the Project. The insurance policy or policies will be maintained on the minimum basis of \$1,000,000.00 for damage to property and for bodily injury or death as to any person, and \$1,000,000.00 as to any one accident. Owner reserves the right to require reasonable increases in the limits of coverage from time to time during the Term; and the requested increase will be deemed reasonable if consistent with commercially reasonable practices for similar projects in the same geographic area. The insurance policy or policies will be stated to be primary and noncontributing with any insurance which may be carried by Owner. Evidence of said insurance will be delivered to Owner on the Commencement Date, and evidence of renewal will be delivered to Owner not less than fifteen (15) days prior to the renewal date of any insurance policies during the Term. In the event Tenant fails to timely pay any premium when due, Owner will be authorized, but not obligated, to do so, and may charge all costs and expenses thereof, including the premium and interest at the maximum rate allowed by law, to Tenant, to be paid by Tenant.
- 11.2 **Fire and Extended Coverage Property Insurance.** Tenant will, at its cost and expense and at all times during the Term, maintain in force, for the joint benefit of Owner, Tenant and all Recognized Interest Holders, a policy of insurance against loss or damage to the Project by fire and lightning,

and the other perils as are covered under a “Cause of Loss-Special Form” policy or equivalent together with the broadest form of the “extended coverage” or “all risk” endorsements, or equivalent, available in Idaho including damage by wind storm, hurricane, explosion, smoke, sprinkler leakage, vandalism, malicious mischief and any other risks as are normally covered by the endorsements. Owner will be named as an additional insured on the policy of insurance, and any Recognized Interest Holder will be named as required by the Sublease or Leasehold Mortgage, and subject to terms of the Sublease or Leasehold Mortgage any insurance proceeds will be applied in the manner as set forth in this Lease. The insurance will be carried and maintained to the extent of full (actual) replacement cost of the Project; provided however, that during the period of construction, Tenant will provide or cause to be provided in lieu thereof builders’ risk or similar type of insurance to the full replacement costs thereof. The insurance policy or policies will be stated to be primary and noncontributing with any insurance which may be carried by Owner. Evidence of said insurance will be delivered to Owner on the Commencement Date. Evidence of renewal will be delivered to Owner not less than fifteen (15) days prior to the renewal date of any insurance policies during the Term. In the event Tenant fails to timely pay any premium when due, Owner will be authorized, but not obligated, to do so, and may charge all costs and expenses thereof, including the premium and interest at Owner’s Interest Rate, to Tenant, to be paid by Tenant as additional rent hereunder. Owner will have no obligation to obtain insurance for the benefit of Tenant.

- 11.3 **Evidence of Insurance.** Evidence of the required liability insurance will be delivered to Owner on the Commencement Date. Evidence of the required property insurance will be delivered to Owner prior to construction of the Project. Evidence of renewal will be delivered to Owner not less than fifteen (15) days prior to the renewal date of any insurance policies during the Term. In the event Tenant fails to timely pay any premium when due, Owner will be authorized, but not obligated, to do so, and may charge all costs and expenses thereof, including the premium and interest at Owner’s Interest Rate, to Tenant, to be paid by Tenant as additional rent hereunder. Owner will have no obligation to obtain insurance for the benefit of Tenant.
- 11.4 **Waiver of Subrogation.** Owner and Tenant and all parties claiming under them mutually release and discharge each other from all claims and liabilities arising from or caused by any casualty or hazard covered or required hereunder to be covered in whole or in part by the casualty and liability insurance to be carried on the Project, the Land or in connection with any improvements on or activities conducted on the Land and the Project, and waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof, and evidence the waiver by endorsement to the required insurance policies, provided that the release will not operate in any case where the effect is to invalidate or substantially increase the cost of the insurance coverage (provided that in the case of increased cost, the other party will have the right, within thirty (30) days following written notice, to pay the increased cost, thereby keeping the release and waiver in full force and effect).
- 11.5 **Indemnification.** Tenant (and each Subtenant, but only with respect to the Subleased Property) hereby agrees to indemnify, defend and save Owner harmless from and against any third-party claims, losses, damages and expense (including attorneys’ fees and costs through litigation and all appeals) in connection with the loss of life, personal injury and damage to property caused by (a) any occurrence in, upon, at or about the Land or Project; (b) the occupancy, use, construction upon and maintenance of the Land and Project by Tenant (or the applicable Subtenant), and its guests and invitees, and any party acting by, through or under any of them; and (c) any wrongful or negligent act or failure to act by Tenant (or the applicable Subtenant) or its employees, agents or contractors. Nothing contained herein will be construed to make Tenant or any Subtenant liable for

any injury or loss caused by the negligence, gross negligence or willful misconduct of Owner or any agent or employee of Owner.

ARTICLE 12 DAMAGE AND DESTRUCTION

- 12.1 **Tenant's Duty to Restore Property.** If any buildings or improvements now or hereafter on the Land are damaged and/or destroyed in whole or in part by fire, theft, the elements, or any other cause, this Lease will continue in full force and effect, and Tenant, at its sole cost and expense, will have the right to repair and restore the damaged or destroyed Project in any matter permitted by this Lease or any Leasehold Mortgage. The work of repair and restoration will be commenced by Tenant as soon as reasonably possible, with due consideration given to, among other things, clearing of damaged portions of the Land and site preparation, adjustment of insurance claims, redesign, rebidding and repermitting, obtaining a new loan or loans for construction or repair. Tenant will proceed diligently to commence repairs and restoration. Once construction has commenced, Tenant will proceed diligently thereafter to complete the construction or repair, subject to reasonable delays due to force majeure events or events beyond the reasonable control of Tenant. Tenant will not be responsible for delays caused by force majeure events or for reasons beyond the reasonable control of Tenant.
- 12.2 **Option to Terminate Lease for Destruction.** Notwithstanding Section 12.1 above, and subject to the terms and conditions of any Leasehold Mortgage, if the Project is damaged or destroyed by fire, theft or any other casualty, then Tenant will have the option of terminating this Lease by at least sixty (60) days' prior written notice of Tenant's intent to do so. If Tenant elects to terminate this Lease, then Tenant will also be required to remove, at Tenant's own expense, all debris and remains of the damaged improvements from the Land.

ARTICLE 13 DEFAULTS AND REMEDIES

- 13.1 **Defaults.** Each of the following events will constitute an "Event of Default":
- 13.1.1 Tenant's abandonment of the Land, or the improvements now or hereafter constructed thereon, where the abandonment continues for a period of sixty (60) days after notice thereof by Owner to Tenant;
- 13.1.2 Any violation of the Affordability Requirements or use restrictions set forth in this Lease; provided, however, as to any violations of the use restrictions by any Subtenant, tenant or occupant of the Project, then Tenant's only obligation is to take reasonable action to stop the violation by the Subtenant, tenant or occupant promptly after receipt of written notice from Owner specifying the violation of the use restriction. The reasonable action may include legal or equitable actions to enforce the use restrictions against the Subtenant, tenant or occupant; provided, however, Tenant will not be obligated to pursue the termination of any Sublease or the eviction of the Qualified Tenant.
- 13.1.3 Tenant's failure to pay any monetary obligations of any nature whatsoever required to be paid by Tenant under this Lease when due and payable;
- 13.1.4 Tenant's failure to observe or perform any other material covenants, conditions or agreements under this Lease.
- 13.2 **Notice and Right to Cure.** As to any Event of Default occurring under this Lease, Tenant will have thirty (30) days after written notice is given by Owner specifying the nature of the default to

cure the default; provided, however, that if after exercise of due diligence and its best efforts to cure the non-monetary default Tenant is unable to do so within the thirty (30) day period, then the curing period will be extended for the reasonable time as may be reasonably approved by Owner for curing the default, so long as Tenant continues to diligently prosecute to completion the curing of the default.

- 13.3 **Remedies.** If any default by Tenant will continue uncured upon expiration of the applicable curing period, then subject to the rights of any Mortgagee or Subtenant under this Lease, Owner may, at Owner's election, terminate this Lease by notice to Tenant. All Tenant's rights in the Land, the Project and in all improvements will terminate upon termination of this Lease. Promptly after any termination, Tenant will surrender and vacate the Land and the Project, and Owner may re-enter and take possession of the Land and the Project, subject to (a) any Subleases where the Subtenant is not in default beyond any applicable cure period; (b) any leases authorized pursuant to Article 5, all of which will remain in full force and effect; and (c) any federal or state affordability programs to which the Project (or individual residential units therein) may be bound. Termination under this paragraph will not relieve Tenant from the payment of any sum then due to Owner, or from any claim for damages previously accrued, or then accruing, against Tenant. Owner will utilize commercially reasonable efforts to mitigate damages in case an Event of Default will occur.

ARTICLE 14 SURRENDER AND REMOVAL

Upon any termination of the Term, Tenant will surrender possession of the Land and all improvements constructed and installed thereon. Tenant may remove, or cause to be removed, all personal property, trade fixtures and equipment of Tenant, other than permanent fixtures, from the Land within thirty (30) days after the date of any termination of this Lease; thereafter all personal property, trade fixtures and equipment not removed will belong to Owner without the payment of any consideration.

ARTICLE 15 HAZARDOUS MATERIALS

- 15.1 **Definition. "Hazardous Materials"** means any material, substance or waste that is or has the characteristic of being hazardous, toxic, ignitable, reactive or corrosive, including, without limitation, petroleum, PCBs, asbestos, materials known to cause cancer or reproductive problems and those materials, substances and/or wastes, including infectious waste, medical waste, and potentially infectious biomedical waste, which are or later become regulated by any local governmental authority, the State of Idaho or the United States Government, including substances defined as "hazardous substances," "hazardous materials," "toxic substances" or "hazardous wastes" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq.; all corresponding and related State of Idaho and local statutes, ordinances and regulations, including without limitation any dealing with underground storage tanks; and in any other environmental law, regulation or ordinance now existing or hereinafter enacted (collectively, "**Hazardous Materials Laws**").
- 15.2 **Use of Property by Tenant.** Tenant (and each Subtenant, but only with respect to the Subleased Property) hereby agrees that it and its employees, representatives, agents, contractors, subcontractors, tenants, subtenants and any other occupants of the Land (for purpose of this Section 15.2, referred to collectively herein as "**Occupants**") will not use, generate, manufacture, process, store or dispose of, on, under or about the Land except in compliance with applicable Hazardous Materials Laws, e.g., Occupants of the Project will have the right to use and store

reasonable quantities of Hazardous Materials at the Project used by Tenant as cleaning and office supplies. store reasonable quantities of Hazardous Materials within the Project.

- 15.3 **Indemnification by Tenant.** Tenant (and each Subtenant, but only with respect to its Subleased Property) will indemnify, defend and hold Owner harmless from any claims, damages, losses or expenses (including reasonable attorneys' fees and costs through litigation and all appeals) resulting from death of or injury to any person, or damage to any property, or government mandated remediation plans, arising from by (a) Tenant's (or Subtenant's, as applicable) failure to comply with any Hazardous Materials Laws with respect to the Land, or (b) a breach of any covenant, warranty or representation of Tenant (or Subtenant, as applicable) under this Article 15. The foregoing indemnification by Tenant and each Subtenant will not extend to Hazardous Materials on, in or about the Land prior to prior to the Commencement Date.

ARTICLE 16 REPRESENTATIONS AND WARRANTIES

- 16.1 **By Owner.** Owner makes the following representations and warranties to Tenant: (a) Owner is duly organized and existing under the laws of its state of origin and has all requisite legal power and authority to execute, deliver and perform this Lease; (b) the execution, delivery and performance by Owner of this Lease have been duly authorized by all requisite entity action of Owner and there is no provision in its charter documents requiring further consent by any other person or entity; (c) this Lease constitutes the legal, valid and binding obligation of Owner, enforceable against Owner in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, reorganization, moratorium or similar laws affecting or limiting creditors' rights generally or by equitable principles relating to enforceability; (d) Owner has fee title to the Land and there are no liens or encumbrances against the Land except as permitted under this Lease; and (e) Owner will not during the Term of the Lease cause or suffer any lien, claim or encumbrances to exist against the Land by or through Owner, except as permitted by this Lease; (f) as long as Tenant is not in material default of this Lease (beyond any applicable cure period), Tenant will quietly hold, occupy and enjoy the Land during the Term without hindrance of Owner or any person claiming by, through or under Owner; and (g) Owner will cooperate with Tenant as reasonably necessary for Tenant to enjoy the benefits of this Lease, including executing any applications, consents or other instruments that are required (by applicable law or otherwise) to be executed by the fee simple owner of the Land, including any entitlement, subdivision or development applications.
- 16.2 **By Tenant.** Tenant makes the following representations and warranties to Owner: (a) Tenant is duly organized and existing under the laws of its state of origin and has all requisite legal power and authority to execute, deliver and perform this Lease; (b) the execution, delivery and performance by Tenant of this Lease have been duly authorized by all requisite entity action of Tenant and there is no provision in its charter documents requiring further consent by any other person or entity; (c) this Lease constitutes the legal, valid and binding obligation of Tenant, enforceable against Tenant in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, reorganization, moratorium or similar laws affecting or limiting creditors' rights generally or by equitable principles relating to enforceability; (d) Tenant has inspected the Land and accepts the Land in its as-is condition, except for Owner's representations, warranties and covenants under this Lease; and (e) Tenant will not during the Term of the Lease cause or suffer any lien, claim or encumbrances to exist against the Land by or through Tenant, except as permitted by this Lease.

ARTICLE 17 NOTICES

Unless otherwise specifically required by this Lease or applicable law, any notices, approvals, consents or other communications required or permitted by this Lease or by applicable law to be served on, given to, or delivered to any party to this Lease must be in writing and will be deemed duly served, given, delivered and received only when actually received by the receiving party (or delivery is refused by the receiving party). Delivery may be by any reasonable method. Each party agrees to give notice to the other parties of its address and any change of its address for the purpose of this section by giving written notice of the change to the other party in the manner herein provided. If any party fails to provide a current address for notices, then the other parties may serve notices to the then current address for the other party (or its registered agent) in the records of the Idaho Secretary of State or the records of the Blaine County Assessor. For so long as the City of Ketchum remains the Owner, then City of Ketchum may update its notice address by public notice.

ARTICLE 18 GENERAL PROVISIONS

- 18.1 **Survival of Indemnities.** All representations, warranties and indemnities of Owner, Tenant and each Subtenant under this Lease will survive the expiration or sooner termination of this Lease.
- 18.2 **Unavoidable Delay; Force Majeure.** If either party will be delayed or prevented from the performance of any act required by this Lease by reason of acts of God, strikes, lockouts, labor troubles, pandemics, epidemics, inability to procure materials, restrictive governmental laws, or regulations or other cause, without fault and beyond the reasonable control of the party obligated, performance of the act will be excused for the period of the delay; and the period for the performance of any act will be extended for a period equivalent to the period of the delay.
- 18.3 **Interpretation.** Time is of the essence of any obligation where time is a factor. The use herein of any gender includes all other genders, and the use of the singular number includes the plural and vice-versa, whenever the context so requires. Captions in this Lease are inserted for convenience of reference only and do not define, describe or limit the scope or the intent of this Lease or any of the terms hereof. The word “including” will be construed without limitation, as if the words “but not limited to” appear immediately after. The words shall, will and must have the same meaning, which is mandatory. This Lease will not be construed in favor of any party hereto, but to be construed fairly and broadly toward effectuating the purposes hereof. If any term, provision, covenant or condition of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions will remain in full force and effect and will in no way be affected, impaired or invalidated. For purposes of this Lease, the parties to this Lease includes Owner and Tenant, and if applicable, any Subtenant in possession of a Subleased Property, but only with respect to the Subleased Property.
- 18.4 **Entire Agreement.** This Lease contains the entire agreement between the parties regarding the subject matter hereof. Any other oral or written representations, agreements, understandings and/or statements will be of no force and effect.
- 18.5 **Waiver; Amendment.** No modification, waiver, amendment, discharge or change of this Lease will be valid unless the same is in writing and signed by the party against which the enforcement of the modification, waiver, amendment, discharge or change is or may be sought. Owner and Tenant agree that they will not amend this Lease with respect to any Subleased Property without the prior written consent of the Subtenant thereof.

- 18.6 **Attorney's Fees.** If either party retains an attorney to enforce or interpret this Lease, the prevailing party will be entitled to recover reasonable attorneys' fees and litigation costs incurred through litigation, bankruptcy proceedings and all appeals.
- 18.7 **Governing Law.** This Lease will be construed and enforced in accordance with the laws of the State of Idaho.
- 18.8 **Binding Effect.** This Lease will bind, and inure to the benefit of, the parties and their respective successors and permitted assigns.
- 18.9 **Assignment.** Tenant may not sublease, assign or otherwise convey any of its interest in this Lease or the Leasehold Interest, other than as expressly permitted in this Lease, without the prior written consent of Owner, which consent Owner will not unreasonably withhold, condition or delay provided that the subtenant or assignee thereof agrees in writing to be bound by the terms of this Lease with respect to the interest subleased or assigned. Unless otherwise set forth in Owner's consent or other instrument executed by Owner, no sublease, assignment or other conveyance or transfer of Tenant's interest in this Lease or the Leasehold Interest will release Tenant from its obligations under this Lease, and Tenant will remain fully liable for all obligations of Tenant under this Lease.
- 18.10 **Estoppel Certificates.** Either party will execute, acknowledge and deliver to the other party, within twenty (20) days after the request by the other party, a statement in writing certifying, if it is the case, that this Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified); the date of commencement of this Lease; the dates for which the rent and other charges have been paid; any alleged defaults and claims against the other party; and providing any other information as may be reasonably requested.
- 18.11 **Waiver of Trial by Jury.** EXCEPT AS OTHERWISE PROVIDED BY LAW, OWNER AND TENANT MUTUALLY, EXPRESSLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY FOR ANY PROCEEDINGS ARISING OUT OF OR IN CONNECTION WITH THIS LEASE, OR ANY CONDUCT OR COURSE OF DEALING OF THE PARTIES, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PERSONS. THIS WAIVER IS A MATERIAL INDUCEMENT TO OWNER TO ACCEPT DELIVERY OF THIS LEASE.

[end of text; counterpart signature pages follows]

COUNTERPART SIGNATURE PAGE

DATED effective as of the Effective Date.

Owner: CITY OF KETCHUM, an Idaho municipal corporation

By: _____
Neil Bradshaw, Mayor

Attest:

Lisa Enourato, Interim City Clerk

STATE OF IDAHO)
) ss.
County of Blaine)

This record was signed before me on _____ by Neil Bradshaw as Mayor,
and by Lisa Enourato as Interim City Clerk of the City of Ketchum.

Notary Signature

COUNTERPART SIGNATURE PAGE

DATED effective as of the Effective Date.

Tenant: KETCHUM COMMUNITY DEVELOPMENT
CORPORATION, an Idaho nonprofit corporation

By: _____
Name: Charles Friedman
Title: Executive Director

STATE OF IDAHO)
) ss.
County of Blaine)

This record was signed before me on _____ by Charles Friedman as
Executive Director of Ketchum Community Development Corporation.

Notary Signature

EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

The West 75 feet of Lots 7 and 8 in Block 45 of the Village of Ketchum, as shown on the official map thereof recorded as Instrument No. 302967, records of Blaine County, Idaho;

And

Lot 3A of the Lot Line Shift Plat Showing Lots 3 & 4 in Block 45 of the Ketchum Original Townsite, recorded as Instrument No. 444760, records of Blaine County, Idaho.

EXHIBIT B
CONCEPT PLANS FOR PROJECT





City of Ketchum

October 3, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Update on Highway 75 Improvements (Elkhorn Road to River Street)

Recommendation and Summary

The Idaho Transportation Department (ITD) has been working with city staff to complete the preliminary design for roadway and pedestrian improvements to Highway 75 from Elkhorn Road to River Street.

City staff will review three design topics for Council feedback:

1. Roundabout vs. traditional intersection at Serenade
2. Opportunity to underground powerlines from Weyyakin Drive to Gem Street
3. Updated roadway design from Trail Creek bridge to River Street

Introduction & History

The following schedule has been established for the project:

- **2022**
 - Complete preliminary design
 - Host next community input session
 - Continue environmental re-evaluation
 - Begin final design plans
- **2023**
 - Complete environmental re-evaluation
 - Complete final design plans
 - Acquire right-of-way
 - Continue public involvement
- **2025 (Fall)**
 - Begin construction

Sustainability Impact

No direct impact. The project does improve pedestrian and bicycle facilities from Serenade to River Street which should increase alternative mobility choices.

Financial Impact

The project is funded via ITD. City staff is evaluating two areas that might require local funding: (1) replace and relocate city water and wastewater pipes; and (2) underground powerlines.

Attachments

PowerPoint Presentation



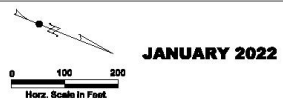
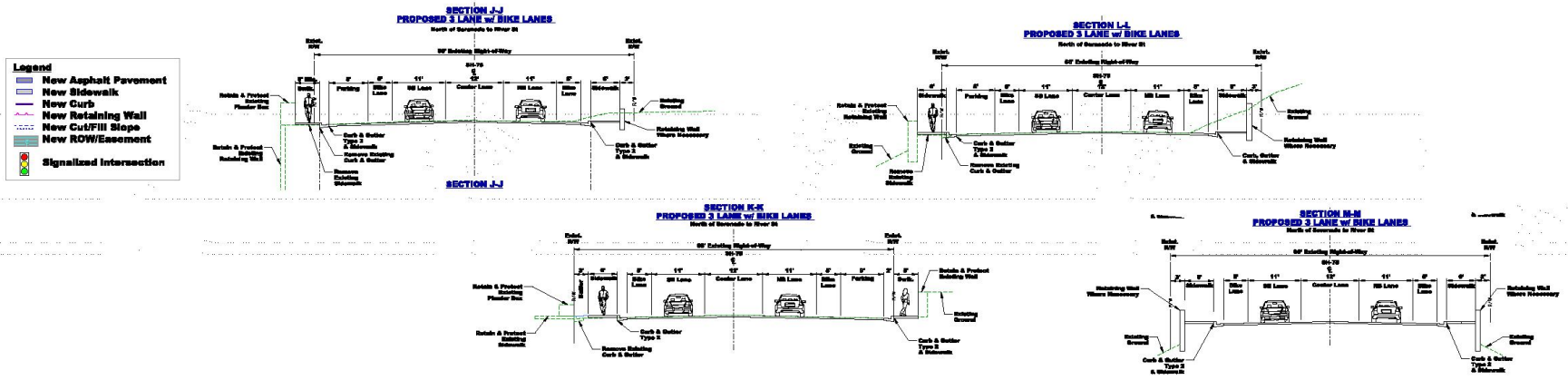
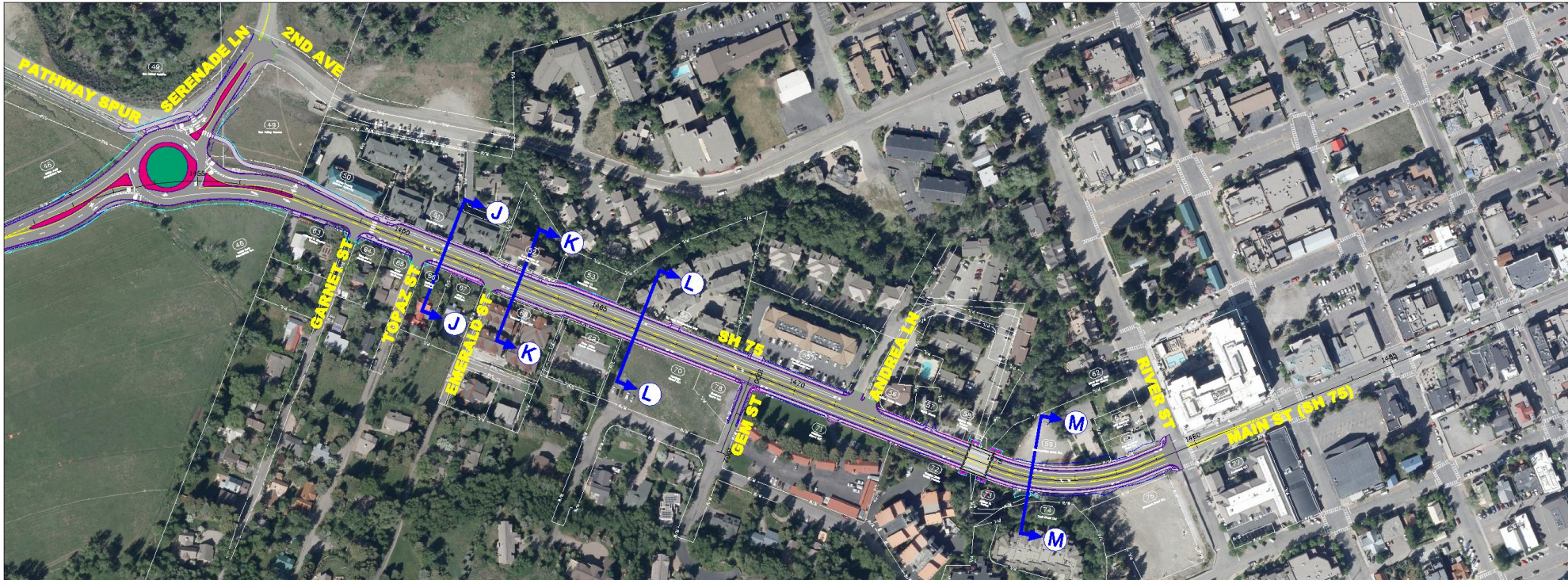
Highway 75 – Elkhorn to River Street Transportation Enhancements

October 3, 2022



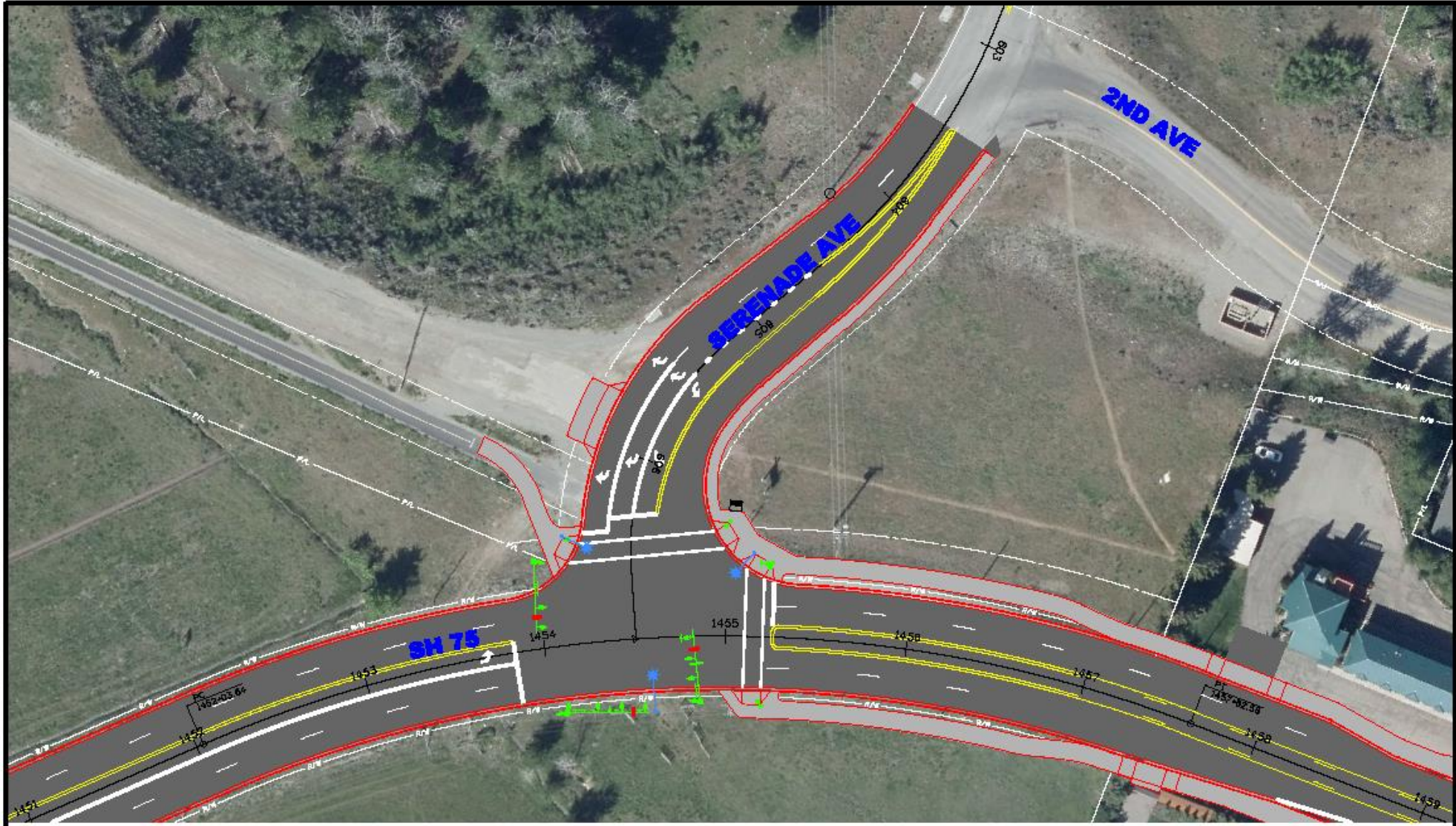
Topics

- Serenade intersection: roundabout vs. signalized
- Power line undergrounding opportunities
- Design details: Trail Creek bridge to River Street



**SH-75, Elkhorn Rd to River St, Ketchum
ITD Project No. A020(033) Key No: 20033**





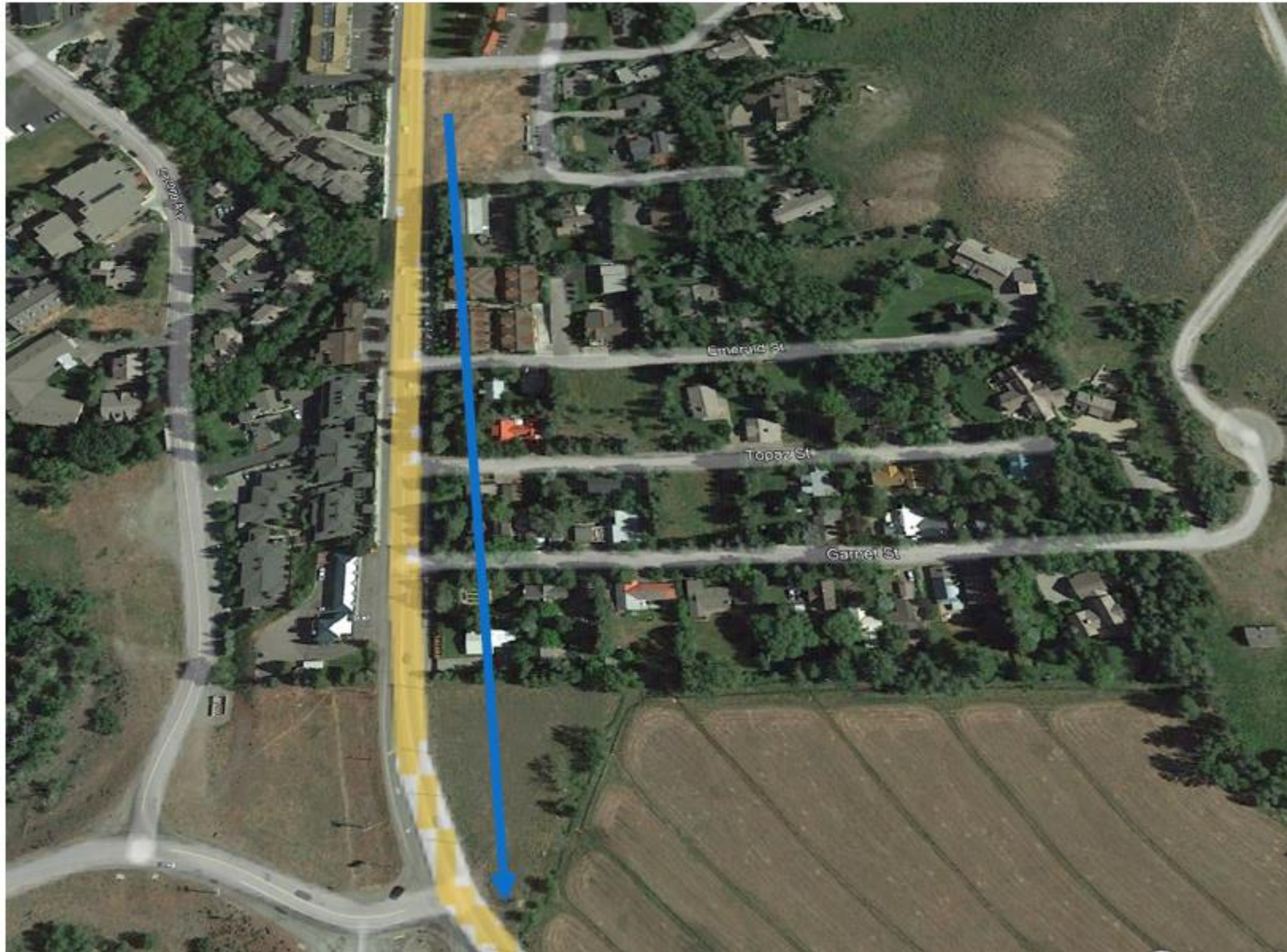
SEPTEMBER 2023

**SH-75, Elkhorn Rd to River St, Ketchum
ITD Project No. A020(033) Key No: 20033**

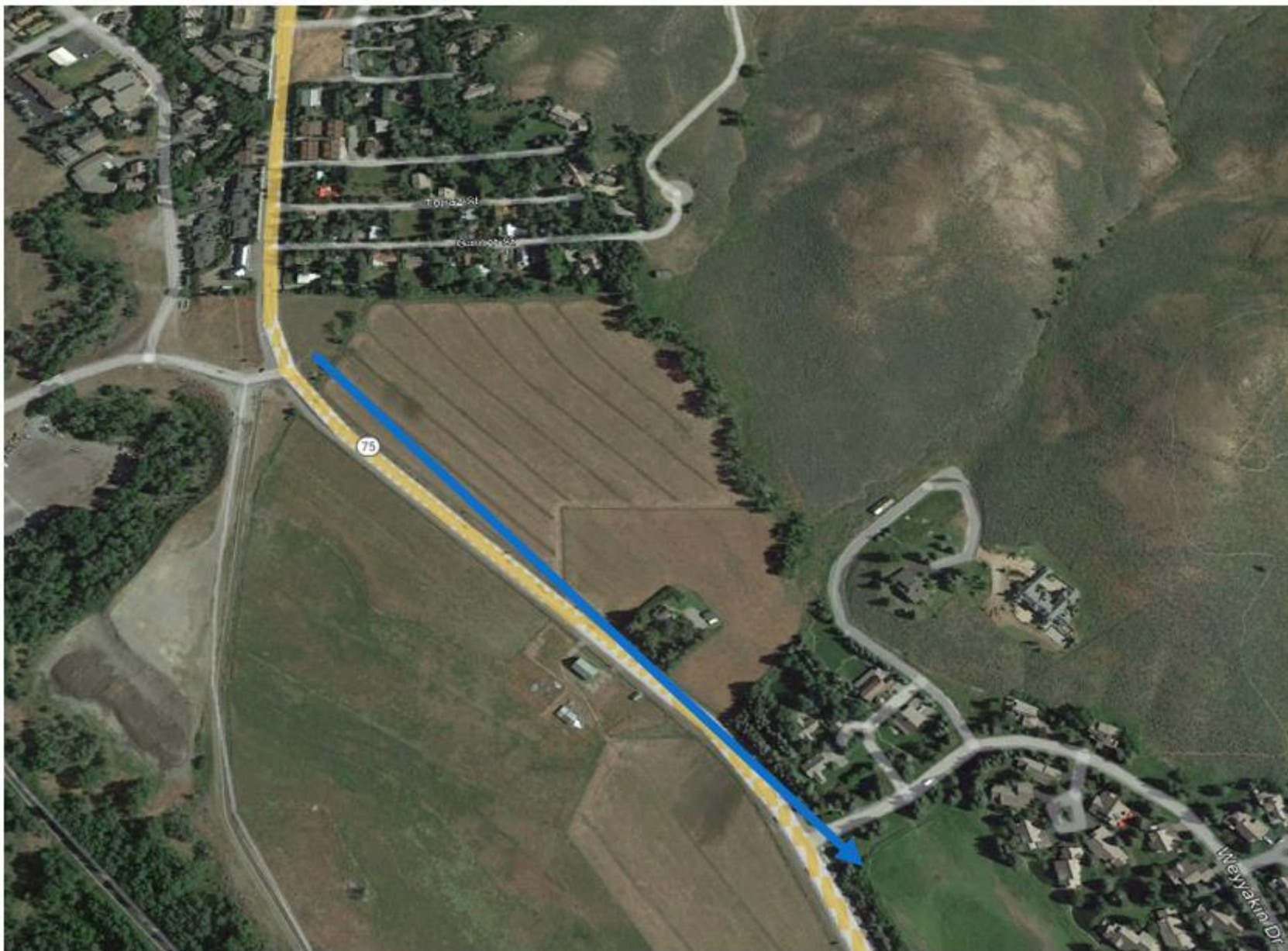
Parametrix



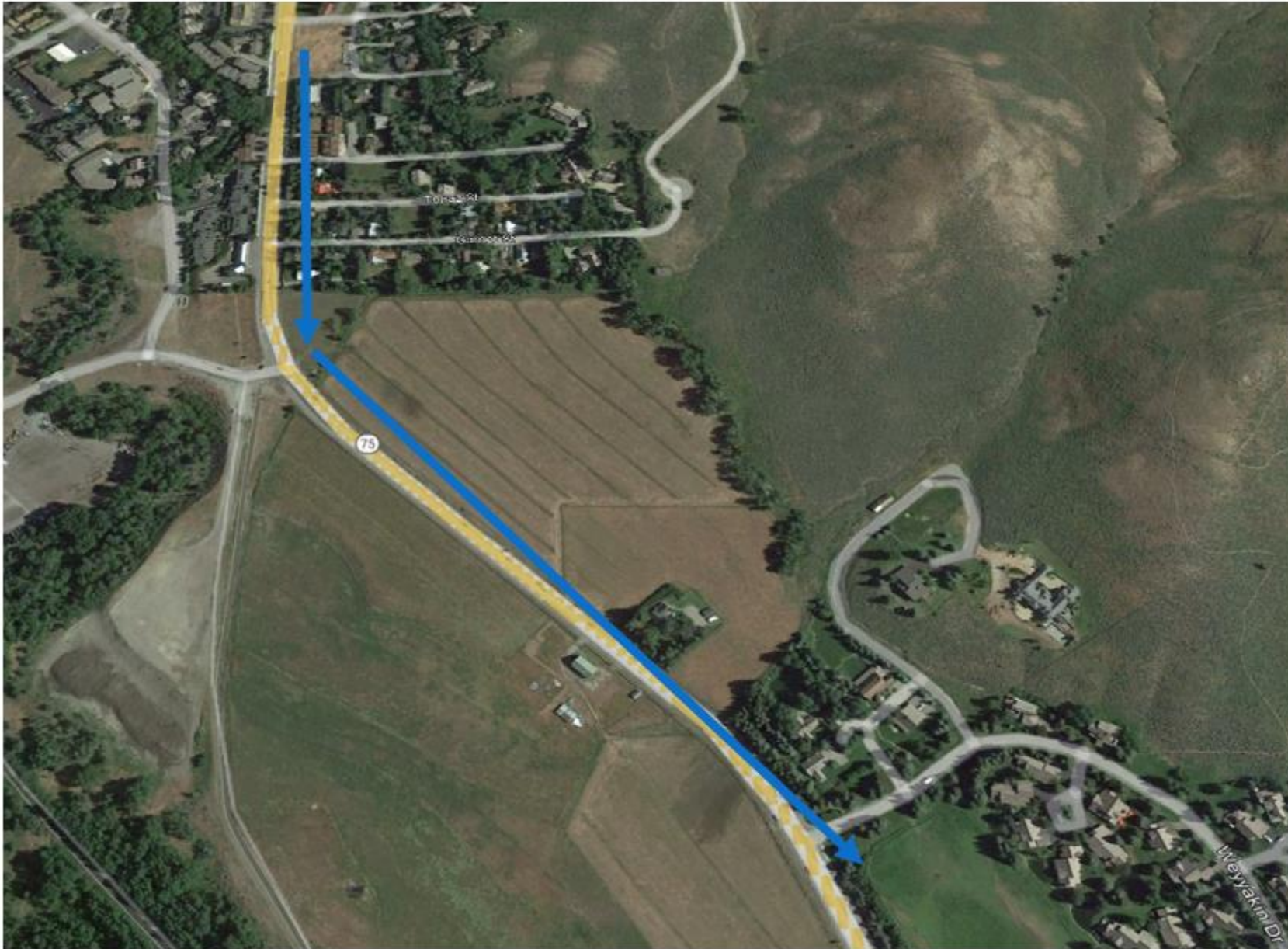
Option 1 – Gem Street to Serenade Lane = \$486,314

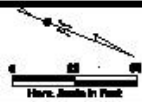
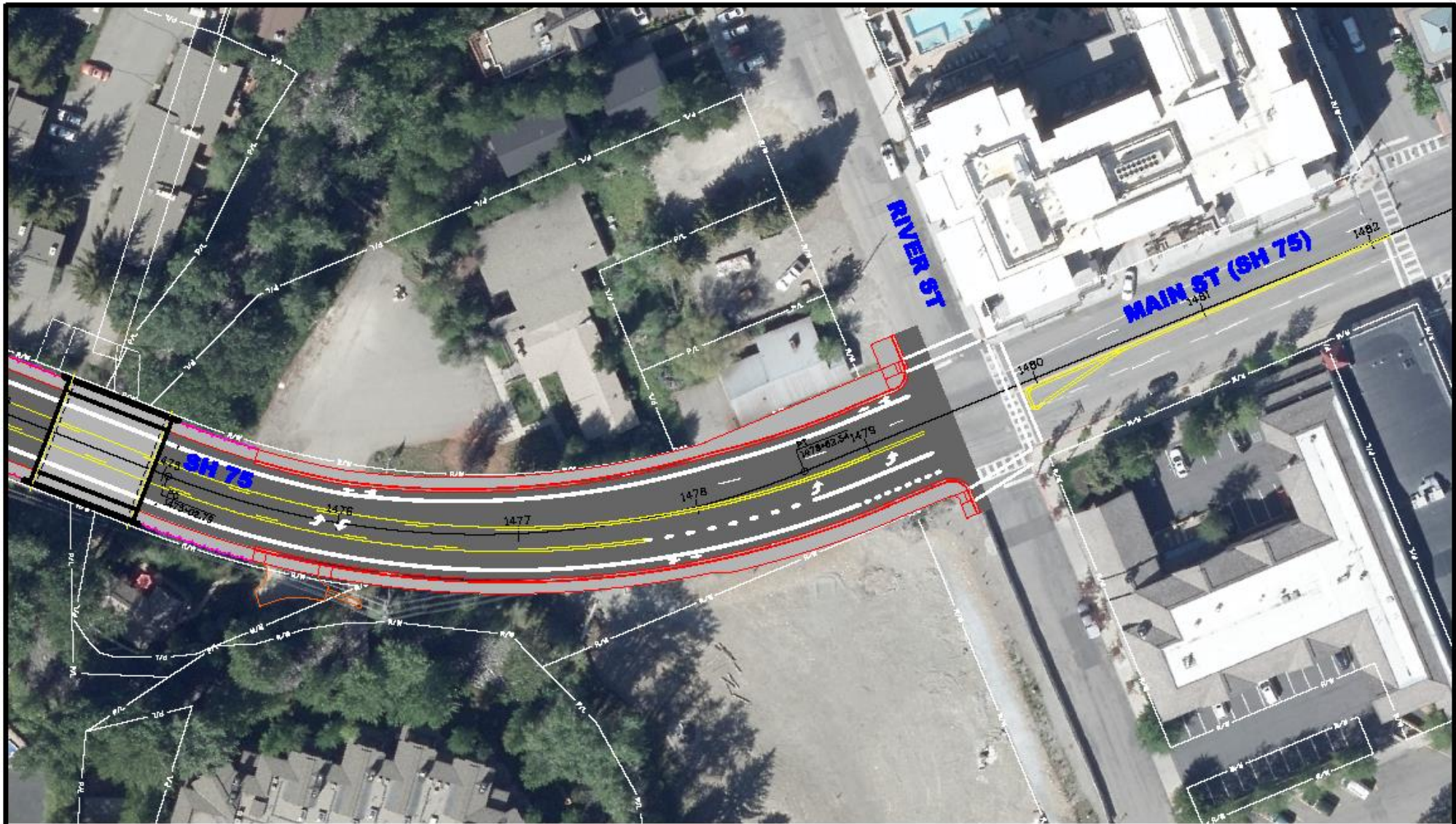


Option #2 – Serenade to Weyakin Drive: \$413,686



Option #3 – Gem Street to Weyakin Drive: \$900,000





SEPTEMBER 2022

**SH-75, Elkhorn Rd to River St, Ketchum
ITD Project No. A020(033) Key No: 20033**

Parametrix





Discussion/Questions?



City of Ketchum

October 3, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Receive Briefing & Provide Direction on Warm Springs Road and Main Street Transportation Improvement Opportunities

Recommendation and Summary

The city retained HDR Engineering to complete a technical analysis of future transportation enhancements on Main Street and Warm Springs Road. During the April 11th Council meeting, HDR and staff presented the following recommendations for Main Street:

- Request ITD to discontinue the scramble crosswalk while implementing the new signal timing plan for all four intersections. Revert to traditional crosswalk but with new feature of a pedestrian queue – **Council approved/project complete**
- Advance concept design of new Sun Valley Road intersection to understand pros/cons – **COUNCIL CONCURED**
- Not proceed with further analysis related to lane reconfiguration – **COUNCIL DID NOT APPROVE**

The Council later approved a task order to complete the detailed computer modeling to understand impact to travel time in the corridor. HDR has completed that task and will review the results with the Council to receive feedback. Attached is the staff presentation, however due to file size, you will need to go to www.projectketchum.org to view the three micro simulation videos.

During the July 18th Council meeting, HDR presented five potential future Warm Springs intersection configurations. Council was requested to select two options to move forward for deeper technical review. The Council endorsed alternate #2 (roundabout at Lewis Street) and alternate #4 (realign 10th Street with Lewis Street via one roundabout). HDR has completed the remaining technical review (attached) between the two options for Council feedback.

Three public engagement sessions are scheduled on Tuesday, October 4th at City Hall to review this information and seek feedback.

Sustainability Impact

No direct impact. The project seeks to improve pedestrian and bicycle facilities along the corridor which should increase alternative mobility choices.

Financial Impact

None at this time.

Attachments

PowerPoint Presentation
Warm Springs Road new intersection pro/cons comparison

City of Ketchum Transportation Projects Update

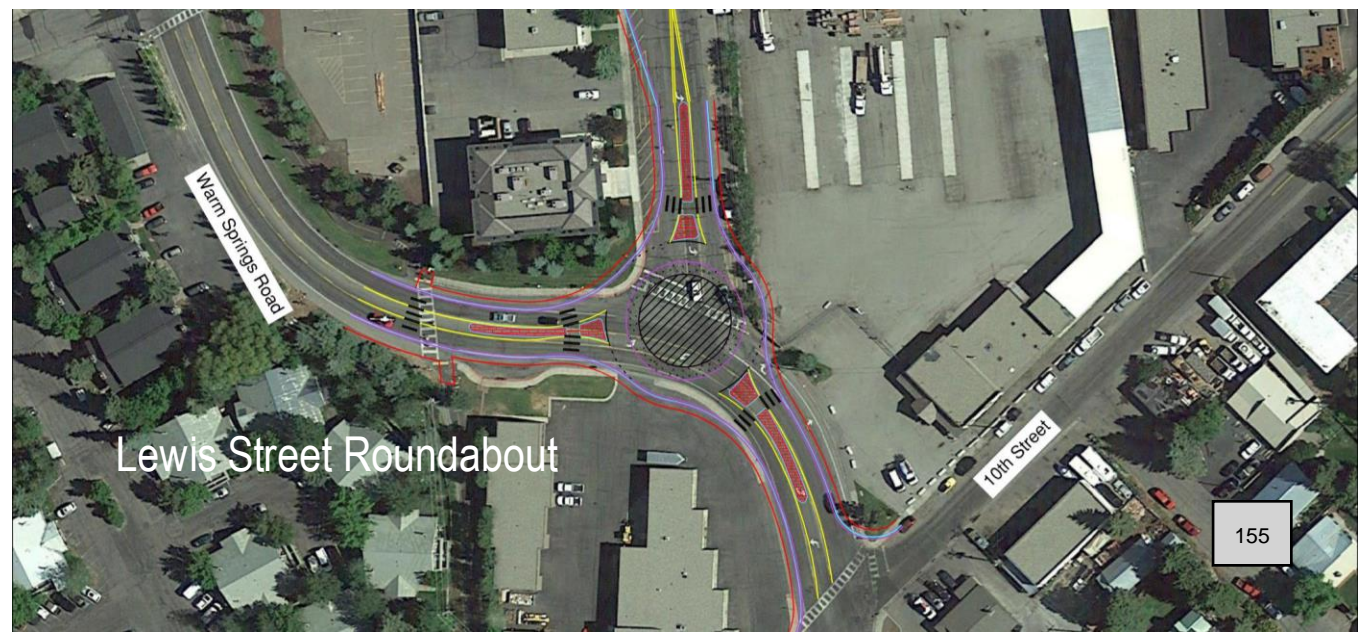
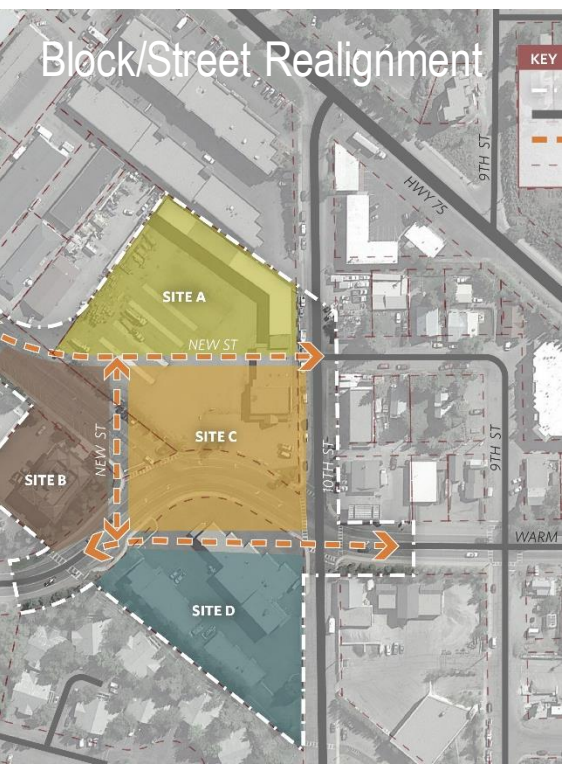
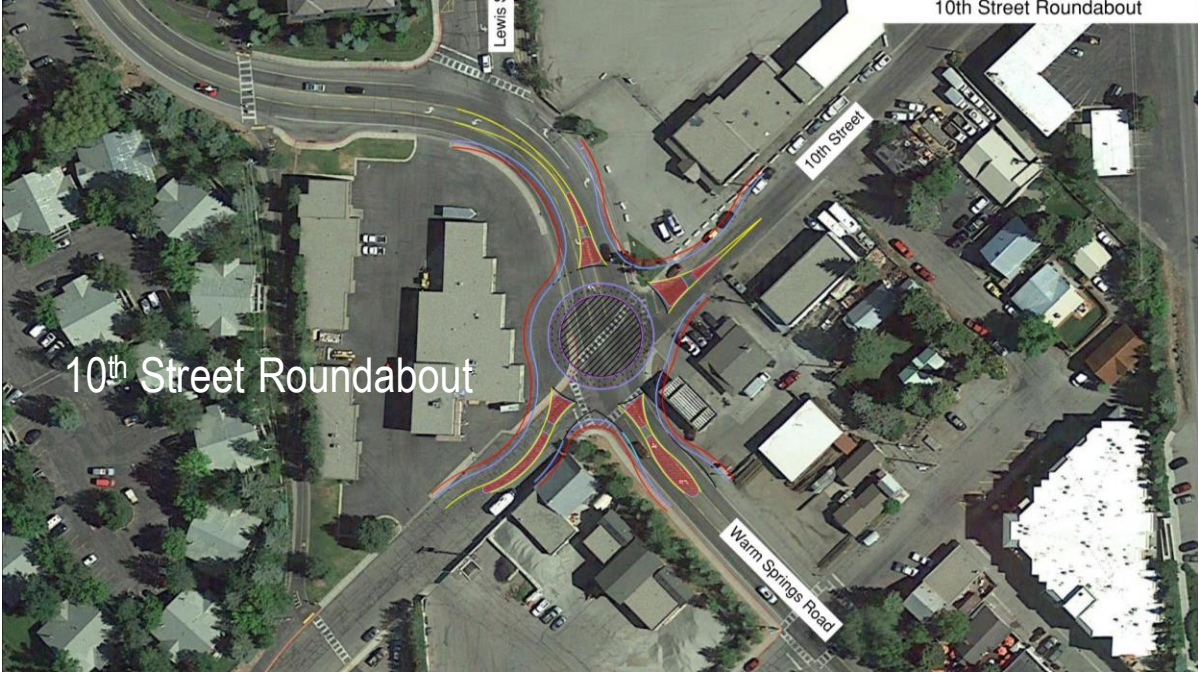


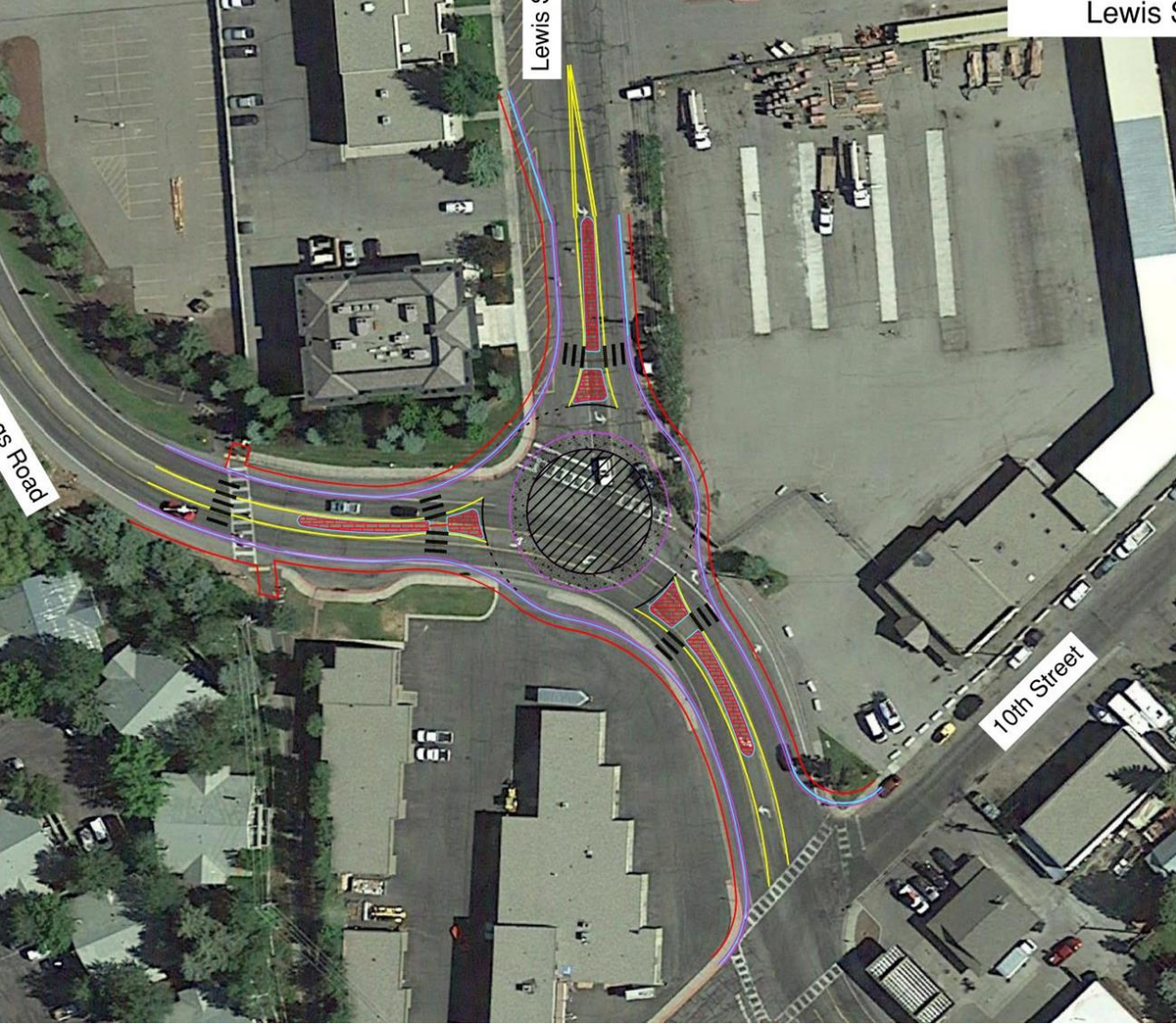
Warm Springs Road Alternatives Analysis

Project Background

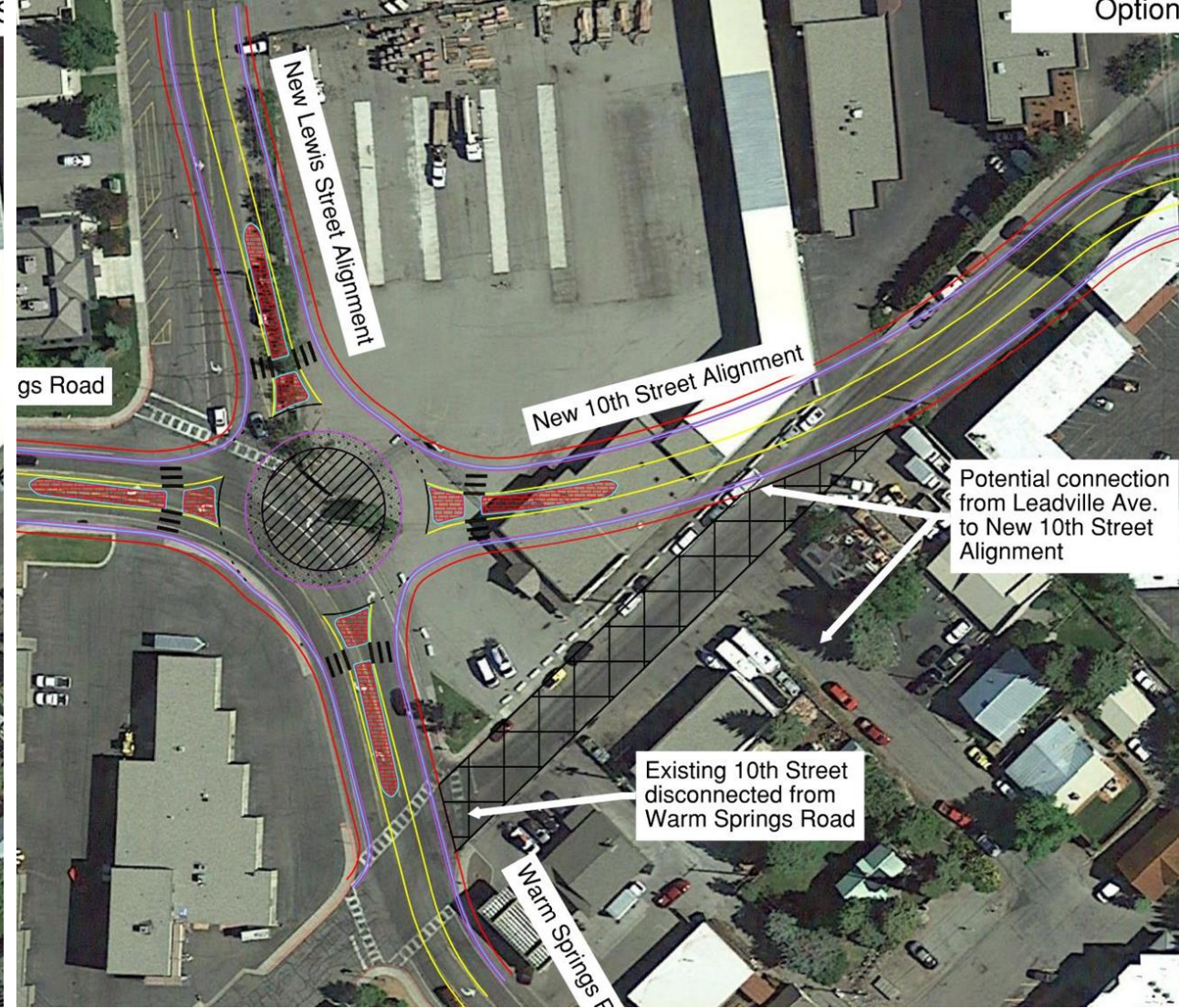
Warm Springs Road

- Two Intersections with Warm Springs
 - Lewis Street
 - 10th Street
- Project Goals
 - Address traffic calming needs and slow vehicle speeds
 - Improve access for all modes of travel – walking, biking and transit
 - Enhance public realm to serve as a gateway or transition zone
 - Provide an intersection that will serve traffic adequately in the future





Refined Concept Alternative 2 – Lewis Street Roundabout



Refined Concept Alternative 4 – 10th Street & Lewis Street Realignment & Roundabout

Alternatives Recommended to Move Forward

Refined Concept Alternative 2 – Lewis Street Roundabout

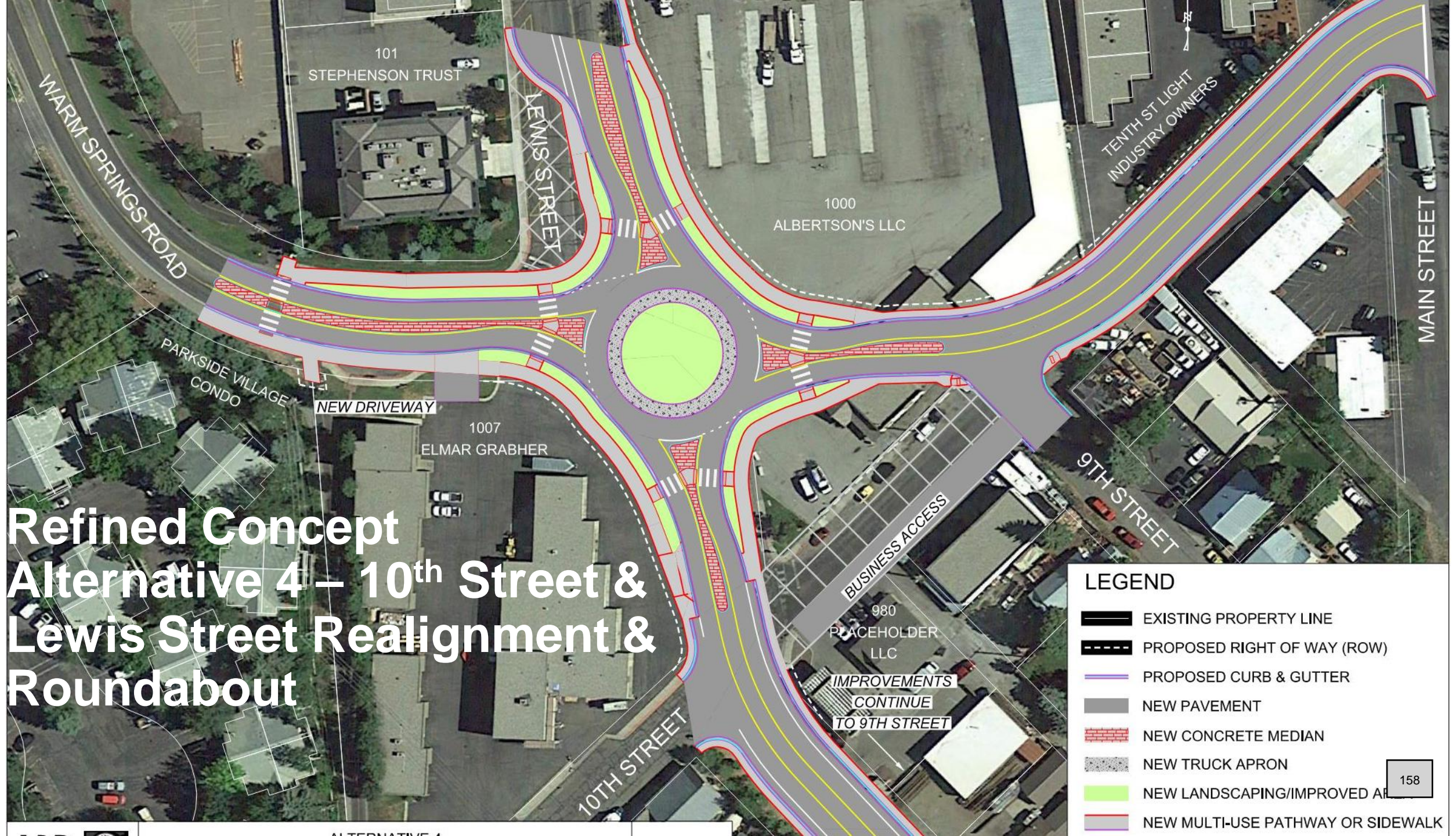


NEW DRIVEWAY
RELOCATE BUS STOP

IMPROVEMENTS
CONTINUE
TO 9TH STREET

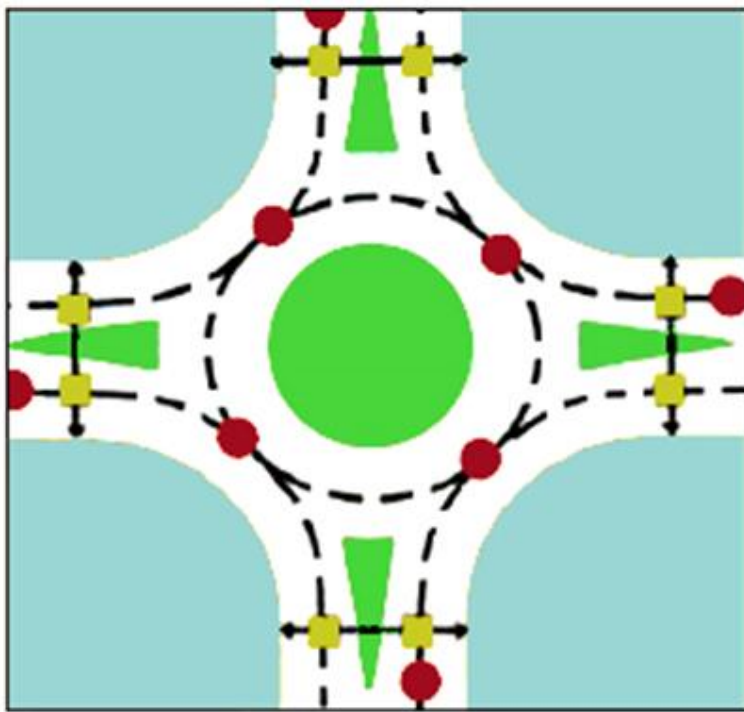
LEGEND	
	EXISTING PROPERTY LINE
	PROPOSED RIGHT OF WAY (ROW)
	PROPOSED CURB & GUTTER
	NEW PAVEMENT
	NEW CONCRETE MEDIAN
	NEW TRUCK APRON
	NEW LANDSCAPING/IMPROVED AREA

Refined Concept Alternative 4 – 10th Street & Lewis Street Realignment & Roundabout



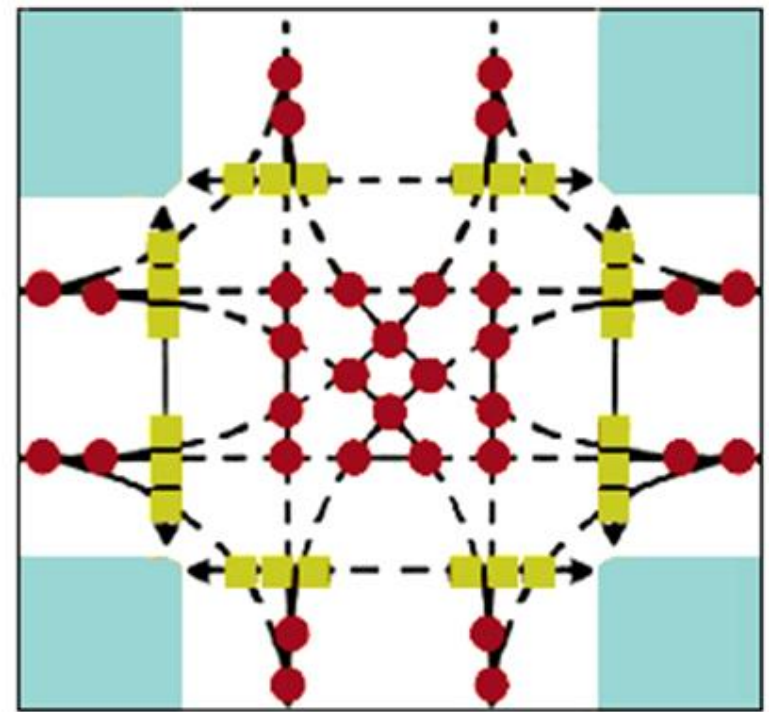
LEGEND	
	EXISTING PROPERTY LINE
	PROPOSED RIGHT OF WAY (ROW)
	PROPOSED CURB & GUTTER
	NEW PAVEMENT
	NEW CONCRETE MEDIAN
	NEW TRUCK APRON
	NEW LANDSCAPING/IMPROVED AREA
	NEW MULTI-USE PATHWAY OR SIDEWALK

Roundabout Benefits



● 8 Vehicle conflicts

■ 8 Pedestrian conflicts



● 32 Vehicle conflicts

■ 24 Pedestrian conflicts

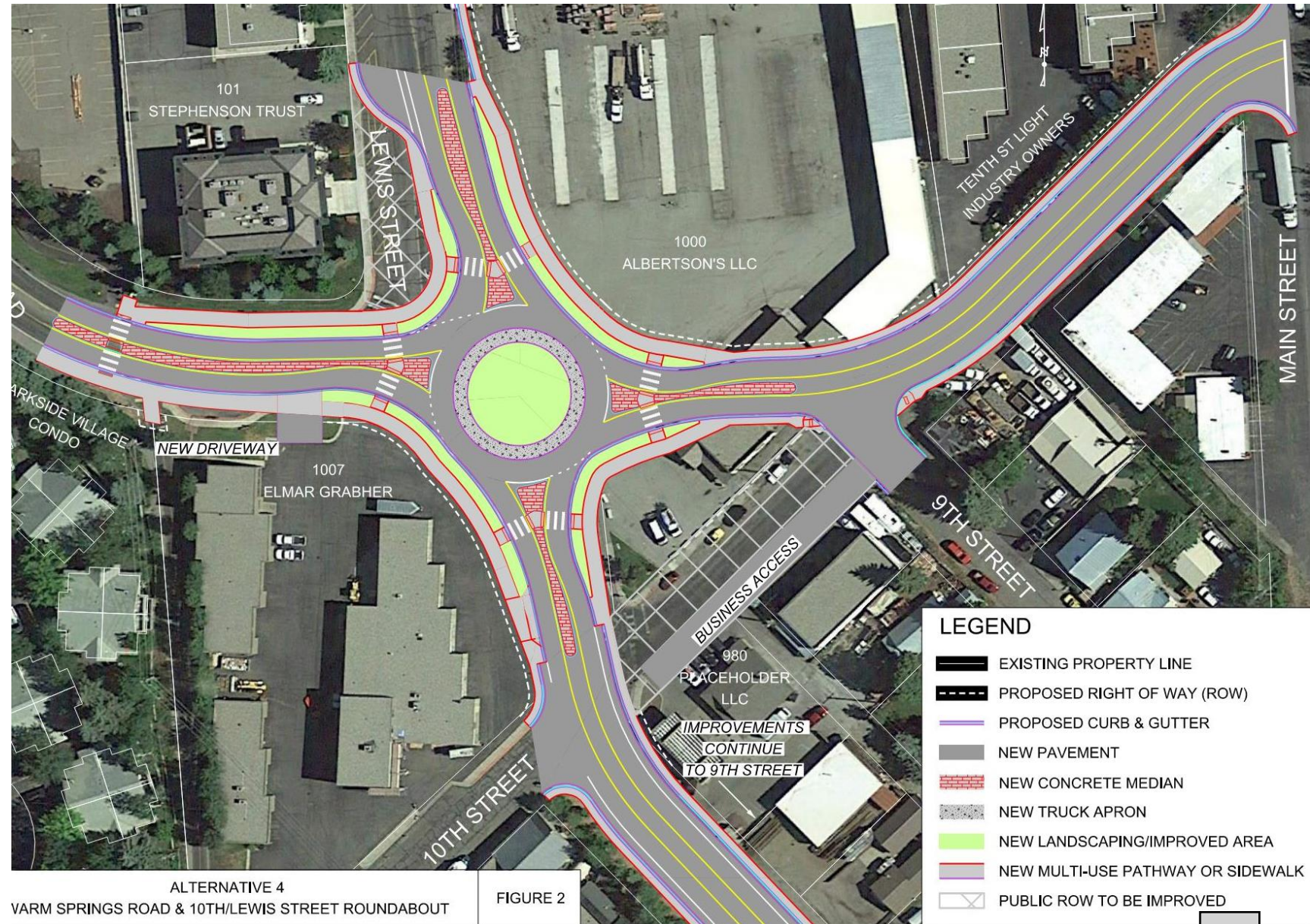
- Improved vehicle operations
 - Both options provide good operations in the future
 - Averages between 6 – 10 seconds of delay in peak hours

- Improved Safety
 - Fewer pedestrian and vehicle conflicts
 - Slower speeds approaching and through roundabout
- Opportunity to create a gateway

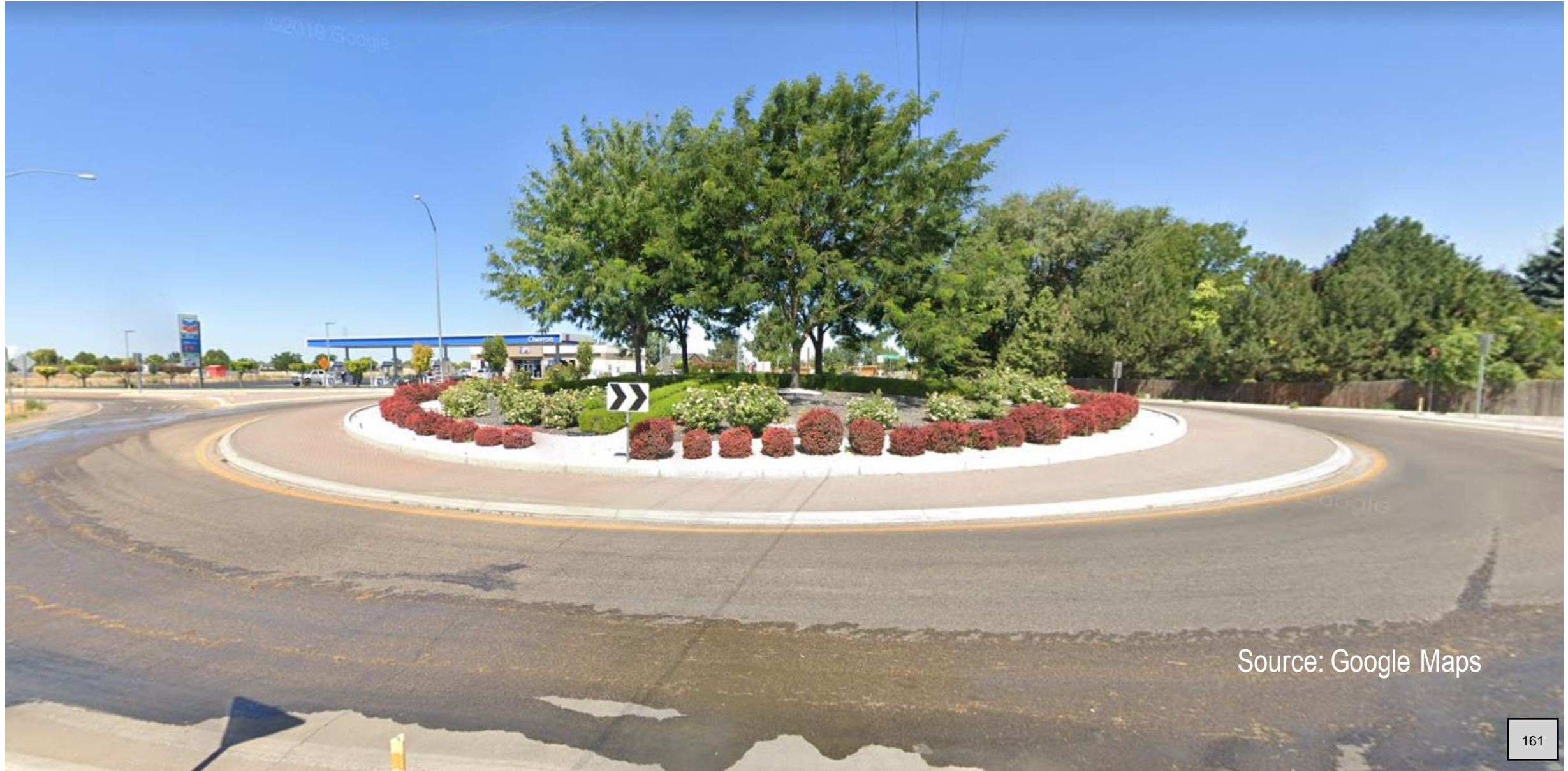
Our Findings

Both Alternatives Work

- They both serve 2042 travel demand well
- Both options calm traffic and provide gateway opportunities
- Both provide multi-modal connections
- Alternative 4 better solves the traffic and sight distance issues at both intersections, but is more impactful



Sample Gateway Treatments



Source: Google Maps

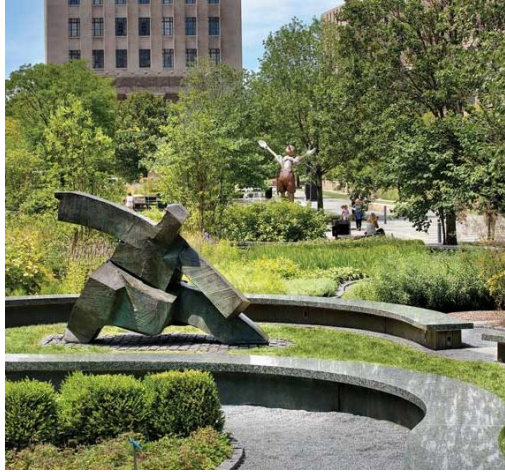
Sample Gateway Treatments



Source: Google Maps

Further Enhancing Pedestrian Safety





Public Realm Improvement Examples

- Specialty landscaping
- Identity signage
- Existing banner poles
- Artwork and sculptures,
- Tree lined streets
- Seating options



Warm Springs Road Corridor

Next Steps

- City Council to provide feedback
- Public feedback
- Identify a preferred alternative to move into a future project
- Develop report documenting the process, analyses, and decisions

Main Street Alternatives Analysis

Project Background

Main Street Existing Conditions

- Great entrance for Ketchum
 - Shows off town well
- Operations
 - Inefficient traffic flow
 - Long queue lengths at Sun Valley Road intersection
 - “Don’t take a left in Ketchum”
- Pedestrian Space
 - Cramped in some places
 - ADA challenges



Project Background

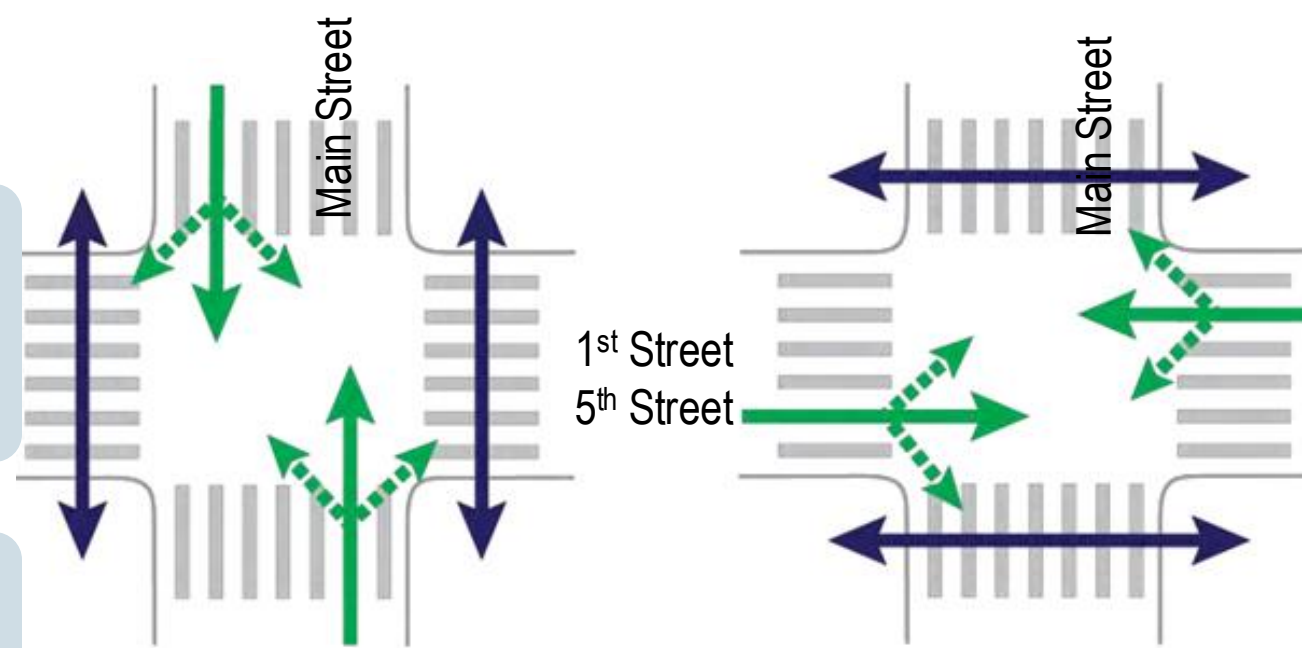
Goals

- Improve vehicle progression along the corridor
- Reduce travel times
- Improve pedestrian space where possible
- Invest in a roadway configuration that will operate well in future years

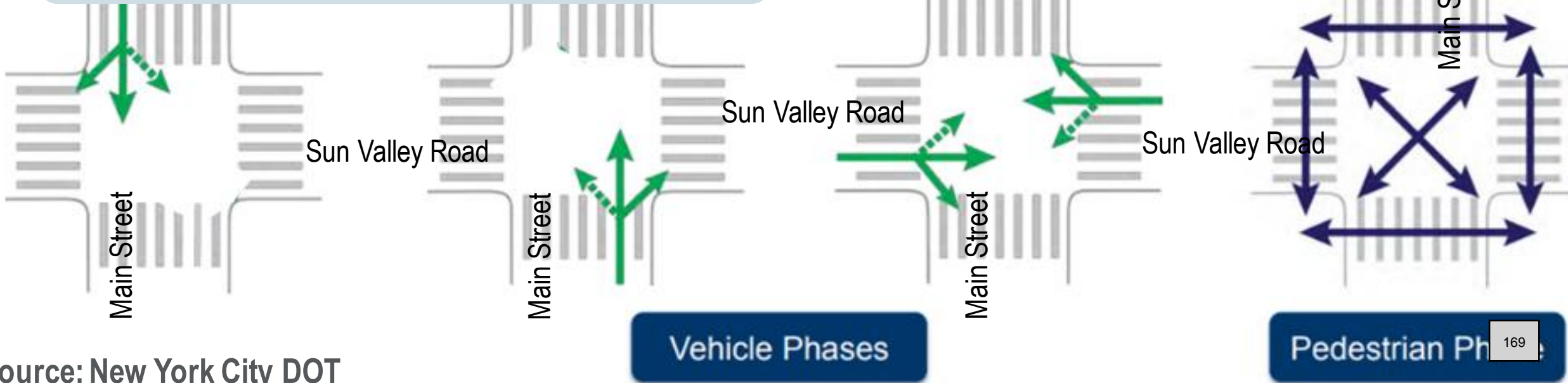
Main Street Signal Timing



Permissive phasing at 1st Street & 5th Street intersections



Split phasing with pedestrian scramble at Sun Valley Road



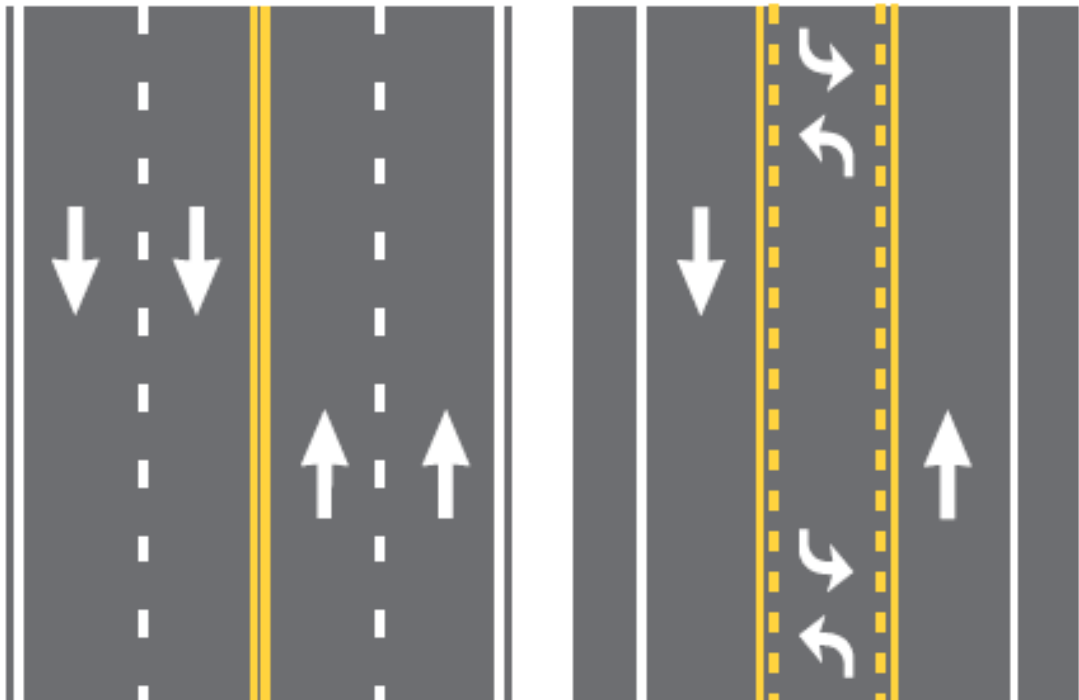
Project Background

Short Term Improvements

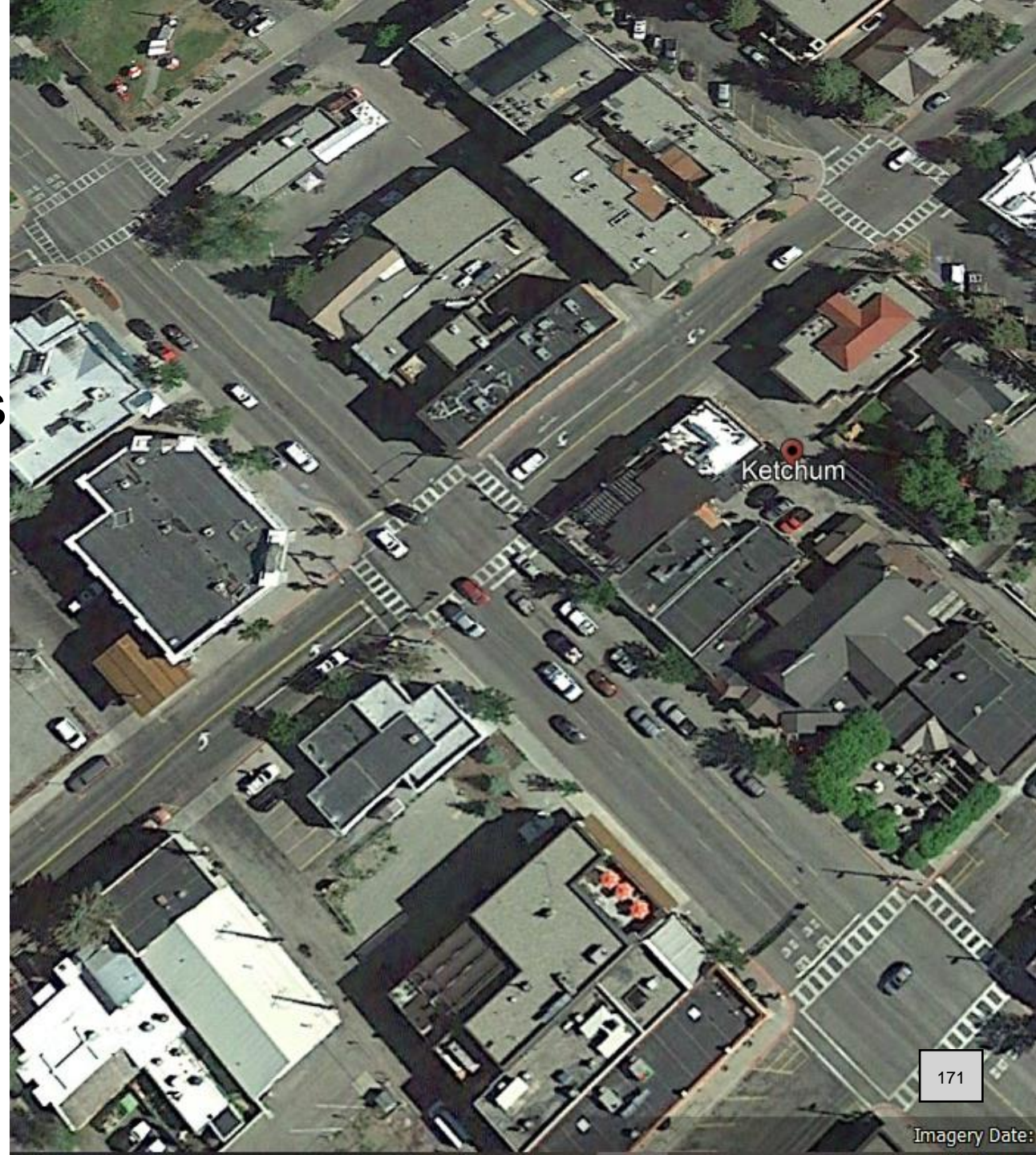
- Removed pedestrian scramble to improve traffic flow
 - Adjusted pedestrian crossing times to better serve pedestrians
- Worked with ITD to connect signals to each other
- Implemented coordinated signal timing
- Near Future: Move 1st Street merge taper to be south of River Street

Three Options

- 1 No Build
- 2 Add left turn lanes at Sun Valley Road Intersection
- 3 Lane Reconfiguration: 3 Lanes



Source: Road Diet Informational Guide



Why Microsimulation

- Higher grade of analysis
- Treats vehicles individually instead of assuming them in flows
- More confidence in vehicle-to-vehicle interaction
- Can create visual example of estimated operations



Microsimulation Videos

- No build option
- Adding Left Turn Lanes at Sun Valley Road
- 3 Lane Option

- Discuss benefits and draw backs of each option



Benefits Vs Drawbacks of Adding Left Turn Lanes

- Benefits

- Remove split phasing
- Reduces congestion
- Serves all traffic
- Design year traffic sees comparable travel times to today

- Drawbacks

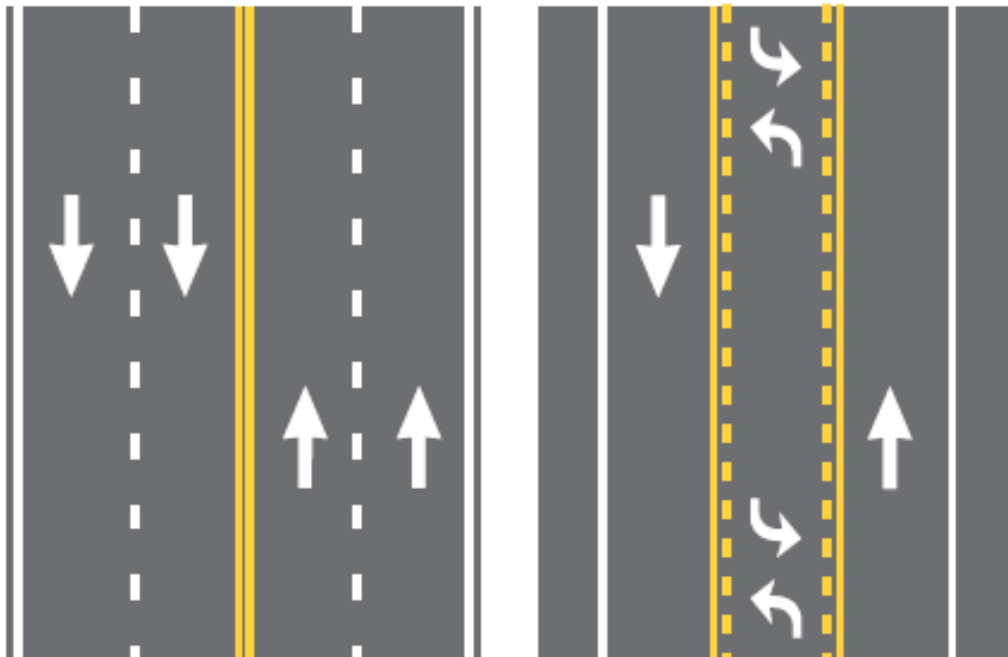
- Increase in pedestrian crossing distance at Sun Valley Road Intersection
- Tight turning movements for trucks at Sun Valley Road
- Removes parking on two blocks



Benefits Vs Drawbacks of Lane Reconfiguration

- Benefits

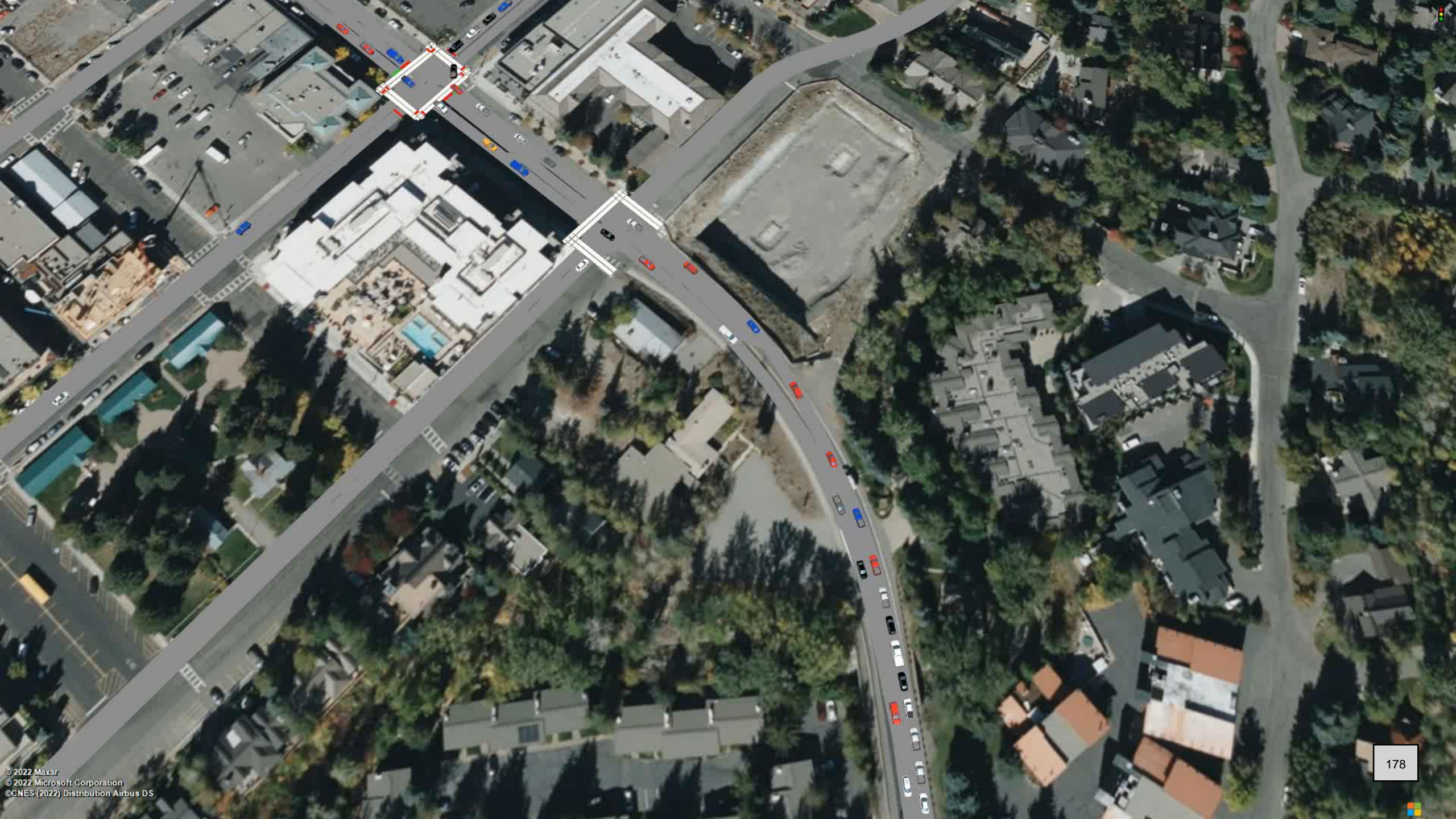
- Remove split phasing
- Shorter pedestrian crossings
- Much wider pedestrian and sidewalk areas could be built



Source: Road Diet Informational Guide

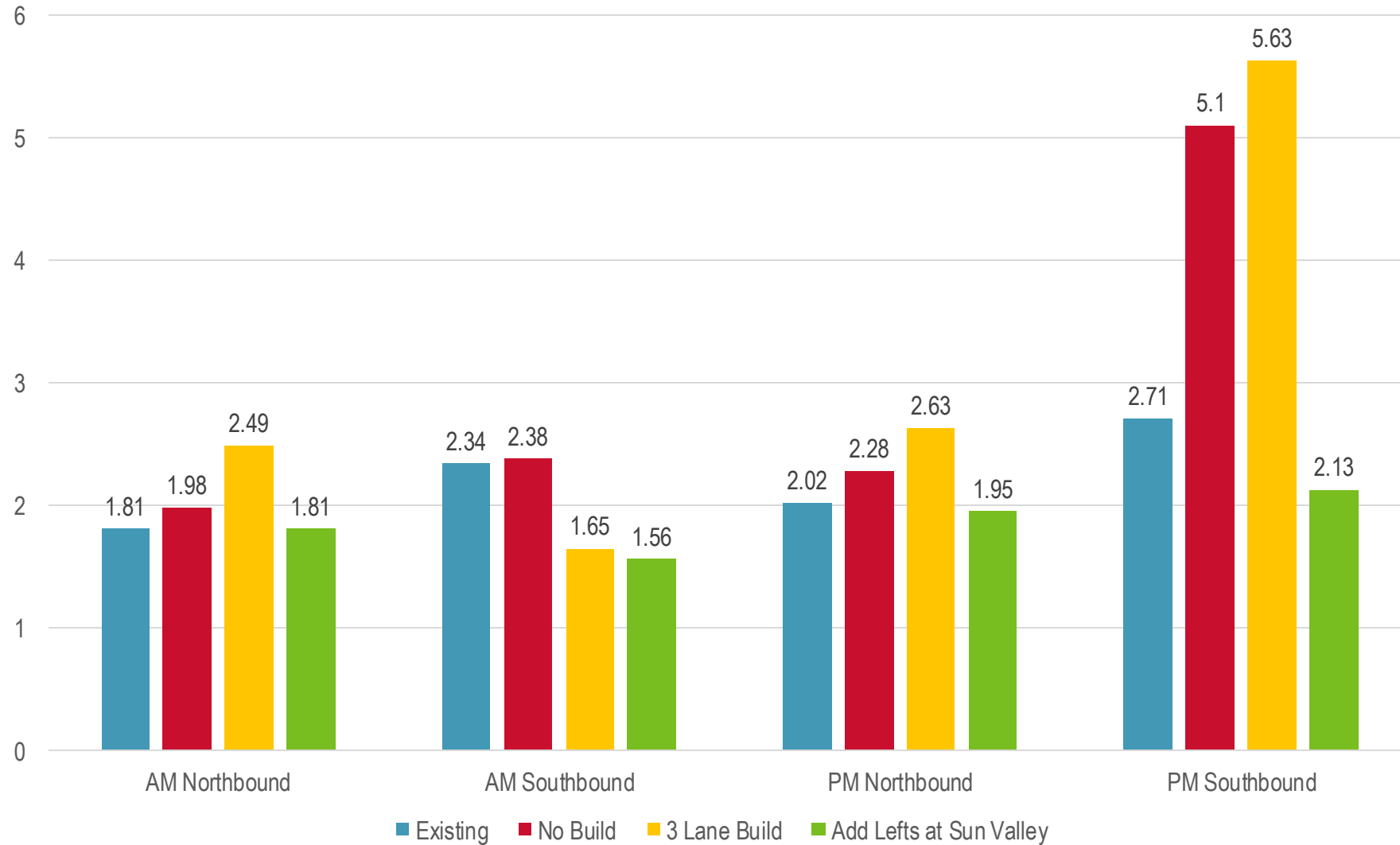
- Drawbacks

- Congestion on Main Street would increase
- Cannot serve all traffic in the peak period
- Waiting vehicles could extend 3 blocks or more on Main Street and 2 blocks or more on cross streets



2042 Model Travel Time Comparison

Travel Time (minutes)



Our Findings

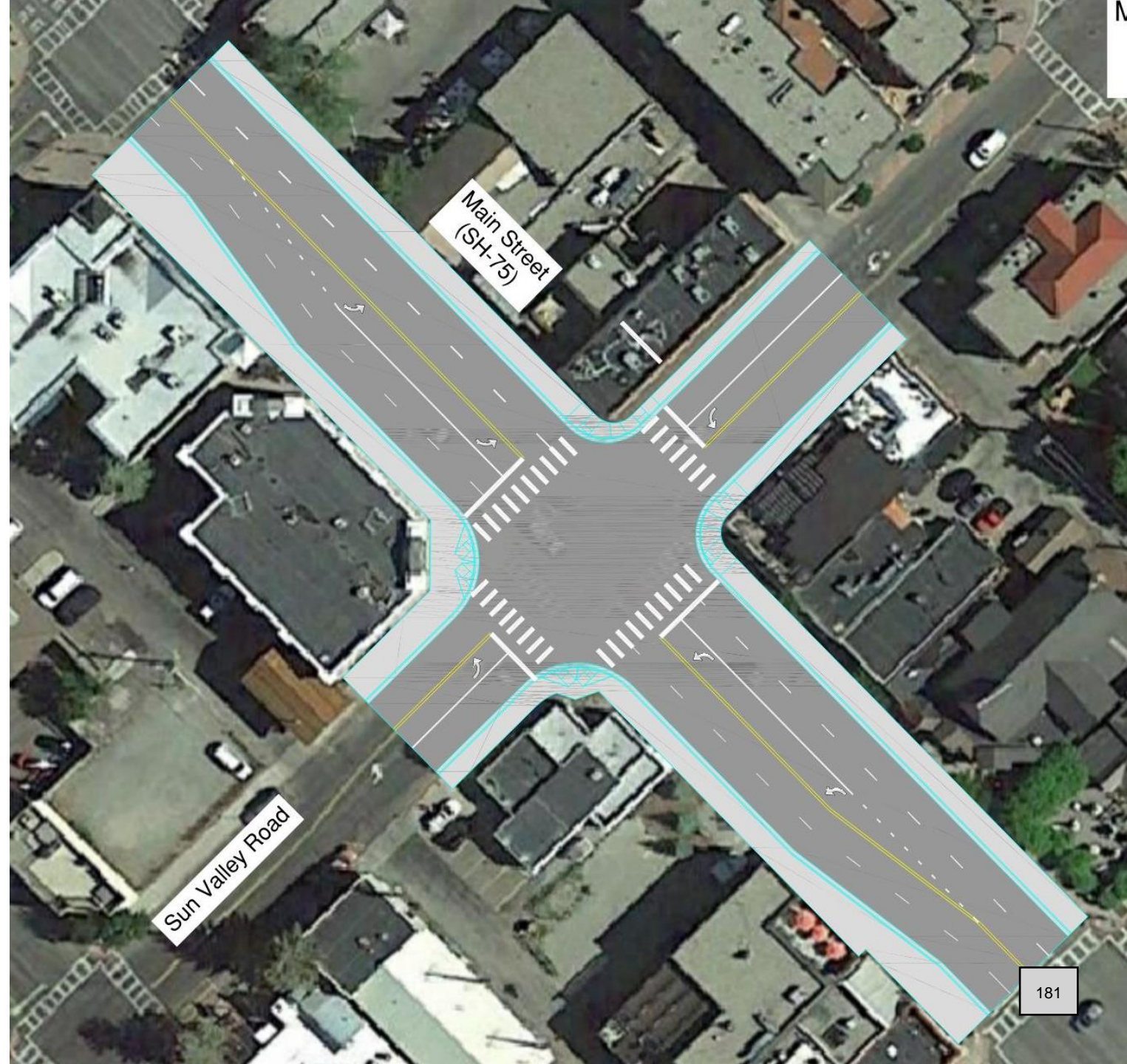
Comparing options

- Both options reduce signal cycle lengths
- The three-lane option shortens pedestrian crossing distance, but at a significant cost to all other modes
- The Sun Valley Road option increases pedestrian crossing distance, but only at one intersection
- The Sun Valley Road option may produce more gaps for pedestrians to cross due to reduced congestion
- The Sun Valley Road option will better serve future traffic growth

Our Findings

Left Turn Lanes at Sun Valley

- Improves traffic flow now and in the future
- With right pedestrian treatments, there are still opportunities to improve pedestrian space.
 - Balance sidewalks on each side
 - 11' lanes, 9.5' wide sidewalks
 - Remove parking
- Could be implemented with ITD's upcoming project



Can we still improve pedestrian space?

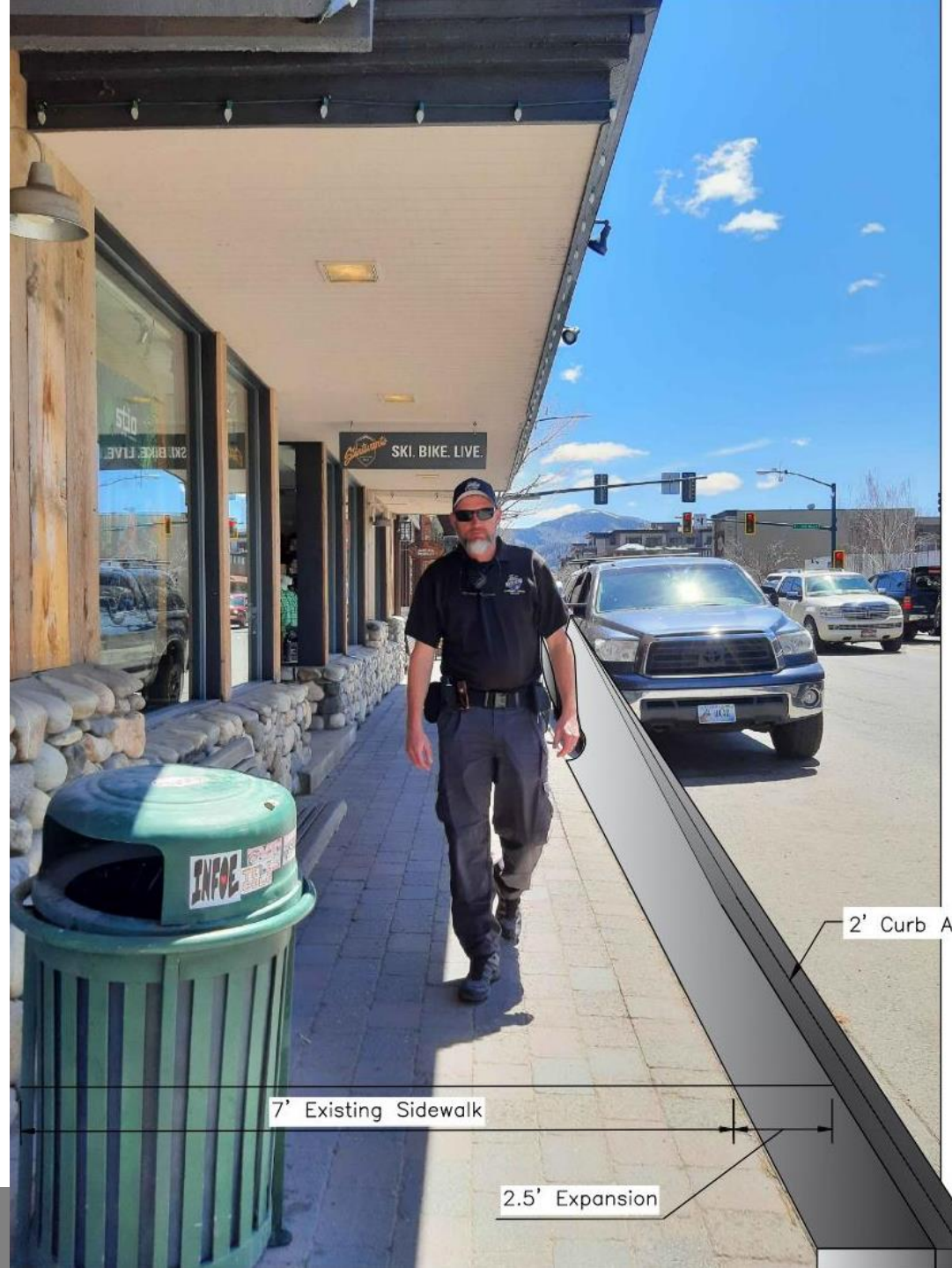
Yes!

- Potential to install bulb outs along Main Street
- Narrow travel lanes and give extra space to pedestrians
- Investigate raised intersection at Sun Valley





Northeast corner looking south



7' Existing Sidewalk

2' Curb And Gutter

2.5' Expansion



Southwest corner looking north



Raised Intersection Example

- Source: NACTO

Other Items

Signal improvements

- Opportunity to upgrade signal equipment
 - Pedestrian pushbutton poles
 - Relocate equipment
- Prohibit left turns at 1st and 5th during peak hours
 - Our model suggests there may be enough gaps with the Sun Valley Left Turn option to allow for lefts at 1st and 5th.
 - We recommend a wait and see approach

Main Street Corridor

Next Steps

- City Council to provide feedback
- Public feedback
- Identify a preferred alternative to coordinate with ITD's future project
- Develop report documenting the process, analyses, and decisions

Category	Information	Alternative		
		No Build	2 - Lewis Street Roundabout	4- 10th Street & Lewis Street Realignment & Roundabout
Operational Analysis Results - Summer 2042 forecasts	Warm Springs Road & 10th Street	Two-way stop - Eastbound left = LOS C Westbound left = LOS D	Two-way stop - Eastbound left = LOS C Westbound left = LOS D	10th St. stop - Eastbound left = LOS C
	Warm Springs Road & Lewis Street	Lewis St. stop - Southbound left = LOS D	Roundabout - LOS A	Roundabout - LOS B
	10th Street & Main Street (SH-75)	10th St. stop - Eastbound left = LOS C	10th St. stop - Eastbound left = LOS C	10th St. stop - Eastbound left = LOS C
Safety Factors	<p>Three crashes in last 5 years</p> <ul style="list-style-type: none"> • 10th Street west of SH-75, parked car struck, no injury, 2016 • Warm Springs Road south of 10th Street, rear end crash with vehicle turning into gas station, 1 injury, 2017 • Warm Springs Road & Lewis Street southbound left turning vehicle failed to yield, struck, no injury, Feb 2018 	<ul style="list-style-type: none"> • Low crash frequency but sight distance concerns at Warm Springs Road intersections with 10th Street and Lewis Street and Wood River Trail crosswalk due to curves. • New RRFB and raised median island refuge for Wood River Trail crosswalk being installed will help with pedestrian and bicyclist visibility. 	<ul style="list-style-type: none"> • Roundabout removes 5 vehicle to vehicle conflicts and 6 vehicle to pedestrian conflict points at Lewis Street intersection. • Roundabout provides geometric features to slow vehicles on Warm Springs Road and Lewis Street to slow down, calming traffic. • It will remove right angle, left turn, and head on collisions at the Lewis Street intersection as well as reduce severity of crashes. • The 10th Street intersection can be adjusted to reduce the skew and the roundabout should help slow vehicles approaching through this intersection. • Overall crash reduction at Lewis Street is estimated at 44% with injury crashes reduced 72-80%. • Increased safety for pedestrians who cross through roundabouts in one direction of traffic at a time with a median refuge between the opposing travel lanes. They only have to look for approaching traffic from a single direction as opposed to both directions. • Increased safety for cyclists who can cross like pedestrians or travel through the roundabout like vehicles. • The addition of RRFB's for pedestrian crossing of the roundabout legs will improve safety for pedestrians and bicyclists, making them more visible to drivers. 	<ul style="list-style-type: none"> • Alternative removes 21 vehicle to vehicle and 12 pedestrian conflict points at 10th Street and 5 vehicle to vehicle conflicts and 6 vehicle to pedestrian conflict points at Lewis Street intersection. • Roundabout provides geometric features to slow vehicles on Warm Springs Road, Lewis Street, and 10th Street to slow down, calming traffic. • It will remove right angle, left turn, and head on collisions at the Lewis Street intersection as well as reduce severity of crashes. • Overall crash reduction with roundabout is estimated at 44% with injury crashes reduced 72-80%. • Increased safety for pedestrians who cross the roundabout one direction of traffic at a time with a median refuge between the opposing travel lanes. They only have to look for approaching traffic from a single direction as opposed to both directions. • Increased safety for cyclists who can cross like pedestrians or travel through roundabout like vehicles. • Removing the east leg of the 10th Street intersection removes conflicts for bicyclists, pedestrians, and vehicles. • The addition of RRFB's for pedestrian crossing of the roundabout legs will improve safety for pedestrians and bicyclists, making them more visible to drivers.
Pedestrian and Bike Facilities		<ul style="list-style-type: none"> • Sidewalk on the west side of both Warm Springs Road and Lewis Street. • Wood River Trail crosses west of Lewis Street with flashing beacons and is then parallel to Warm Springs Road north. Crossing is being upgraded with RRFB and raised median island refuge. • Bike lane on the west side of Warm Springs from Main Street to Wood River Trail. • Gaps in sidewalk and pathway connections, non-ADA compliant driveways and ramps are concerns. • Inconsistent bike facilities connection to Wood River Trail and other facilities. 	<ul style="list-style-type: none"> • Adds sidewalk on east side of both Warm Springs Road and Lewis Street and connects existing sidewalk segments on cross streets. • Crosswalks for Lewis Street and Warm Springs Road are one direction at a time with raised median refuge islands. • Incorporates Wood River Trail crossing RRFB and median island improvements. • Bike lanes provided on both sides of Warm Springs Road and Lewis Street. • Bike lanes and sidewalk connect to multi-use pathways around roundabout. • Multi-use pathways are buffered from roundabout for user safety and comfort. • Multi-use pathways connect sidewalk and bike lanes to Wood River Trail. • Updated driveways and pedestrian ramps within project limits. 	<ul style="list-style-type: none"> • Adds sidewalk on east side of both Warm Springs Road and Lewis Street and connects existing sidewalk segments on cross streets. • Sidewalk added to both sides of 10th Street up to Main Street. • Crosswalks for Lewis Street, 10th Street, and Warm Springs Road at the roundabout are one direction at a time with raised median refuge islands. • Incorporates Wood River Trail crossing RRFB and median island improvements. • Bike lanes provided on both sides of Warm Springs Road and Lewis Street. • Bike lanes and sidewalk connect to multi-use pathways around roundabout. • Multi-use pathways are buffered from roundabout for user safety and comfort. • Multi-use pathways connect sidewalk and bike lanes to Wood River Trail. • Updated driveways and pedestrian ramps within project limits.

Category	Information	Alternative		
		No Build	2 - Lewis Street Roundabout	4- 10th Street & Lewis Street Realignment & Roundabout
Utility considerations		<p>Existing utilities within public right-of-way in the study area include:</p> <ul style="list-style-type: none"> • City water pipes under Warm Springs, Lewis, and 10th Street • City sewer pipes under 10th Street, Lewis, and Warm Springs from 10th to Lewis • Abandoned Ketchum Spring Water (KSW) pipes under 10th Street, Lewis, and Warm Springs from 10th to Lewis • Overhead power lines along the east side of Lewis, then connecting to the alley parallel to Warm Springs Road, and along the west side of Warm Springs Road north of Lewis. • Underground power lines from the northeast corner of Lewis/Warm Springs, then along the east side of Warm Springs Road. • Natural gas or Fiber Optic along Warm Springs 	<ul style="list-style-type: none"> • Roadways stay on existing alignments, so no significant changes anticipated for underground utilities (water, sewer, gas). Normal valve adjustments will be needed. • Overhead power lines between 10th Street and Lewis Street will need to be relocated. • Underground power along Warm Springs may need to be adjusted. • Fire hydrants in the northeast and northwest corners of the Lewis Street intersection will need to be relocated. 	<ul style="list-style-type: none"> • 10th Street and Lewis Street move to new alignments, so potential significant changes for underground utilities on these legs (water, sewer, gas), especially if existing ROW is vacated. • Overhead power lines between 10th Street and Lewis Street will need to be relocated • Underground power along Warm Springs should be retained, but the connection to overhead power will need to be adjusted. • The fire hydrant in the northeast corner of the Lewis Street intersection will need to be relocated.
Stormwater Considerations		<ul style="list-style-type: none"> • Curb and gutter on west side of Warm Springs Road and Lewis Street. • Warm Springs Road and 10th Street intersection is low point with stormwater flowing to it. • One inlet in the southeast corner of 10th Street intersection and one inlet in the northwest corner of the Lewis Street intersection. 	<ul style="list-style-type: none"> • Curb and gutter provided along both sides of each road within the project limits. • Stormwater will need to be collected, treated, and infiltrated. • May require subsurface infiltration facilities beneath the roadways/pathways. 	<ul style="list-style-type: none"> • Curb and gutter provided along both sides of each road within the project limits. • Stormwater will need to be collected, treated, and infiltrated. • May require subsurface infiltration facilities in the abandoned roadway areas of 10th Street and Lewis Street or under roadways/pathways.
On street parking Considerations		<ul style="list-style-type: none"> • On street parking in marked stalls on Lewis Street. • On street parking on the north side of 10th Street between Warm Springs Road and Main Street. 	<ul style="list-style-type: none"> • 11 parking spots removed from Lewis Street 	<ul style="list-style-type: none"> • 12 parking spots removed from Lewis Street • No parking allowed on 10th Street between Warm Springs Road and Main Street, estimated at 20 parking spots removed.
	Right-of-way (ROW)		<ul style="list-style-type: none"> • Total ROW needed = 8,600 SF from 4 properties, Stephenson Trust, Placeholder LLC, Albertsons LLC, and Elmar Grabher. • Corners of Stephenson Trust, Placeholder LLC, and Albertsons LLC ROW needed. • More ROW needed from Elmar Grabher. 	<ul style="list-style-type: none"> • Total ROW needed = 35,900 SF from 7 properties, Stephenson Trust, Placeholder LLC, Albertsons LLC, Lewis Street LLC, Parkside Village Condo, Tenth St Light Industry Owners, and Elmar Grabher. • Corners or small amounts of ROW needed from Stephenson Trust, Placeholder LLC, Parkside Village Condo, Tenth St Light Industry Owners, and Lewis Street LLC ROW needed. • Gas station can be retained. • More ROW needed from Elmar Grabher. • Albertson LLC parcel split with significant amount of ROW needed (90%+ of total needed for alternative). • Allows public ROW on 10th Street between Warm Springs Road and 9th Street as well as small section on Lewis Street west of roundabout to be repurposed.

Category	Information	Alternative		
		No Build	2 - Lewis Street Roundabout	4- 10th Street & Lewis Street Realignment & Roundabout
Private Property Impacts	Parking	No change	<ul style="list-style-type: none"> • Parking impacts to Elmar Grabher building nearest to Warm Springs Road due to pathway moving closer to building. • Potential to remove some parking and may need curb/barrier between parking and pathway. 	<ul style="list-style-type: none"> • Parking impacts to Elmar Grabher building nearest to Warm Springs Road due to pathway moving closer to building. • Potential to remove some parking and may need curb/barrier between parking and pathway.
	Access		<ul style="list-style-type: none"> • Existing north driveway access to Elmar Grabher property will be removed with roundabout. May be able to replace with a right-in/right-out (RIRO) driveway to the west of existing. Drivers can use the roundabout to U-turn and access Warm Springs Road to the west. • East driveway on Warm Springs Road may be retained as RIRO or removed. South driveway to 10th Street can remain. • Albertsons driveway to Warm Springs Road can be retained as a RIRO. Drivers can use the roundabout to U-turn and access Warm Springs Road to the south. • Driveways to gas station on Placeholder LLC parcel are too close to the intersection but may not be able to be removed or consolidated based on current land use. 	<ul style="list-style-type: none"> • Existing north driveway access to Elmar Grabher property will be removed with roundabout. May be able to replace with a RIRO driveway to the west of existing. Drivers can use the roundabout to U-turn and access Warm Springs Road to the west. • East driveway on Warm Springs Road may be retained as RIRO or removed. South driveway to 10th Street can remain. • New access to Albertsons parcel will need to be provided. • Existing 10th Street driveway to gas station on Placeholder LLC parcel may be removed or reconnected with adjustments to existing public street. Warm Springs Road Driveway can remain.
	Development opportunities	<ul style="list-style-type: none"> • Minimal changes to the land uses in the area if no roadway improvements are applied. • Large underdeveloped parcel owned by Albertson's intends to be developed into a grocery store. • Land uses in this area shift from downtown commercial to light industrial, to residential and recreational land uses. • Although both ends of the corridor lead to important parts of the city, one to the downtown core and the other to ski areas, the quick transition of land uses in this area lead to a disjointed experience where there could be a gateway opportunity in and out of the city. 	<ul style="list-style-type: none"> • Large underdeveloped parcel owned by Albertson's can continue to be developed into a grocery store. • New grocery store could be built with frontage along 10th street to improve pedestrian experience. • Extra space at the southern portion of the Albertson's parcel creates allows for a distinctive plaza to be created, providing the needed space for a gateway element identifying the transition in and out of the city. • Roadway improvements have minimal impacts to existing business parcels. • May make the Elmar Grabher parcel more challenging to access with existing buildings and parking configuration. 	<ul style="list-style-type: none"> • Large underdeveloped parcel owned by Albertson's can continue to be developed into a grocery store. • New grocery store could be built with frontage along 10th Street to improve pedestrian experience. • New parcel is formed between Warm Springs Road and 9th Street with frontage to new roundabout design. Land use of this site could be commercial uses, thus continuing the downtown vibe farther up Warm Springs Road. • Roadway improvements will have impacts to existing businesses and roads such as 10th Street, 9th Street and Lewis Street. • Albertsons LLC will have to reconfigure planned development to fit in the remaining property after project ROW is acquired. • May make the Elmar Grabher parcel more challenging to access and redevelop with existing buildings and parking configuration.

Category	Information	Alternative		
		No Build	2 - Lewis Street Roundabout	4- 10th Street & Lewis Street Realignment & Roundabout
Land use Considerations	Placemaking Opportunities	<ul style="list-style-type: none"> Overall, the area lacks a consistent and safe public realm critical to of the extension of the downtown environment. The public realm does not support the City of Ketchum’s existing identity that is displayed in other parts of the city such as downtown. Public realm elements that should be continued include wide detached sidewalks, benches and sitting areas, tree coverage, specialty paving, signage and wayfinding and/or artwork. 	<ul style="list-style-type: none"> Space inside roundabout can be used for public realm enhancements, such as artwork, specialty landscaping, and/ or signage and wayfinding. New roadway improvements enable public realm and place-making elements to continue farther down Warm Springs Road and Lewis Street along the streets themselves. Public realm and place-making elements that should be continued include wide detached sidewalks, benches and sitting areas, tree coverage, specialty paving, signage and wayfinding and/or artwork. Proposed landscaping can replace impacts to Stephenson Trust parcel landscaping. A gateway treatment may be appropriate with the project. 	<ul style="list-style-type: none"> Space inside roundabout can be used for public realm enhancements, such as artwork, specialty landscaping, and/ or signage and wayfinding. New roadway improvements enable public realm elements to continue farther down Warm Springs Road and Lewis Street along the streets themselves. Public realm and place-making elements that should be continued include wide detached sidewalks, benches and sitting areas, tree coverage, specialty paving, signage and wayfinding and/or artwork. New expanded right of way along Lewis Street can be repurposed to enhance the public realm, again allowing the downtown land use to be extended across the roundabout, rather than ending at 10th street. Roundabout allows for some unique landscaping and street art in the buffer spaces, center island, and even splitter islands. Proposed landscaping can replace impacts to Stephenson Trust parcel landscaping. A gateway treatment may be appropriate with the project.
Concept Level Cost Estimate (2022 \$)	Design & Construction	No change	\$1,820,000	\$2,515,000
	Contingency (25%)		\$383,000	\$530,000
	ROW		\$1,075,000	\$4,462,000
	Total		\$3,278,000	\$7,507,000



City of Ketchum

October 3, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Easement and Encroachment Agreement 22790 for the dedication of a 15-foot public access and utility easement and placement of driveway pavers with snowmelt in said easement at 203 Garnet Street.

Recommendation and Summary

Staff recommends the Ketchum City Council approve the attached Easement and Encroachment Agreement 22790 and adopt the following motion:

“I move to approve the Easement and Encroachment Agreement 22790 and authorize the Mayor to sign the agreement between the City and Georgina Suttor Idaho Trust Dated April 10, 2015, and Georgina Anne Suttor Trustee.”

The reasons for the recommendation are as follows:

- The paved width, drainage, and snow storage that exist on Garnet Street are substandard.
- The property owners are providing a 15-foot access and utility easement to the City and removing existing trees and fences within said easement to address snow storage, drainage, and street maintenance issues.
- Permitting the improvements, including the snowmelt, will increase the safety, functionality, and street maintenance operations of Garnet Street.
- The project complies with all standards for Right-of-Way Encroachment Permit issuance specified in Ketchum Municipal Code §12.12.060.
- The project meets all requirements for energy code and installation as outlined in the agreement.

Introduction and History

The City of Ketchum Planning and Building Department received a building permit application for an addition to a single-family residence at 203 Garnet Street on March 10, 2022. During department review of the building permit, staff flagged issues related to drainage, street maintenance, and snow storage along Garnet Street that would need to be addressed prior to issuance of a building permit for the proposed project.

Garnet Street is the southernmost street within the Gem Streets Neighborhood. The Gem Streets Neighborhood is hindered by substandard streets, especially Garnet Street, which has substandard pavement width, snow storage, and drainage. Over the past few years, Ketchum has seen increased development activity in the Gem Streets including the subdivision of existing lots or redevelopment of

vacant lots. If a property is being subdivided, a dedication of right-of-way is required. However, if no subdivision is being proposed, the City requires an easement for access, utilities, and drainage to meet the development requirements of the Ketchum Municipal Code and ensure adequate space for road maintenance and emergency access. Road maintenance in the winter months is particularly challenging due to limited areas for snow storage. As development applications are submitted to the City, a case-by-case review is conducted to determine what improvements can be made to get as close to the city's minimum street standards as possible.

Staff has worked with the applicant to address the concerns raised. At the request of staff, the property owner is proposing to dedicate a new 15-foot easement from the edge of asphalt for access, utilities, and drainage. Figure 1 shows the location of the existing roadway in blue, the existing property line in yellow, and proposed easement in red. Trees, fencing, and a garage exists within the proposed easement today. Please see Attachment A for the existing site survey. The trees and fences would be removed but the garage would be permitted to remain until demolition or substantial remodel of the garage is proposed, at such time the garage would be removed. The property also contains an existing paver driveway that is within the proposed easement and is in disrepair. The project proposes to replace the paver driveway and install a snowmelt system, as initially recommended by staff, to support increased efficiency in snow management operations during the winter. Please see Attachment B for the right-of-way improvements plan that shows the proposed work.

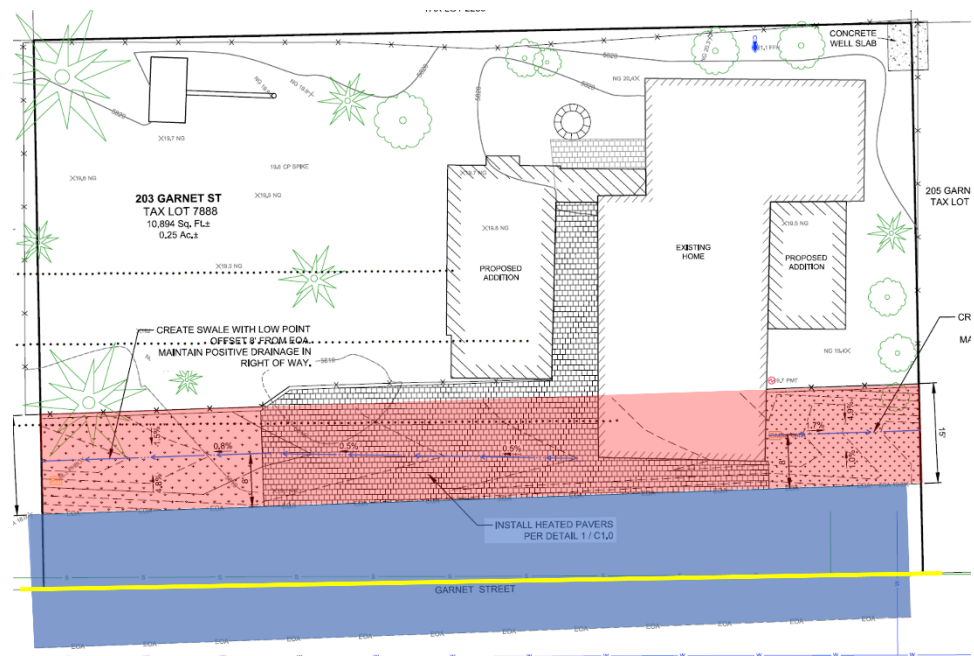


Figure 1: Roadway and Easement Location (future condition)

Staff requests review of the proposed project in response to recent discussions with City Council pertaining to snowmelt in the right-of-way in residential areas. At the September 19, 2022, City Council meeting staff was directed to advise property owners within residential neighborhoods that the City Council was conducting policy discussions as to whether snowmelt would be permitted in the right-of-way based on the goals and objects of the 2020 Ketchum Sustainability Action Plan. Following that direction, staff has advised applicants that all proposals for snowmelt within the right-of-way are discouraged, are at the discretion of the council, and not guaranteed approval.

The Planning and Building Department, Streets Department, and the City Engineer believe the new easement and proposed improvements will improve the functionality of the street, will decrease the likelihood of damage to the existing garage, and increase the efficiency of snow management in winter months. Below is an overview of the existing and proposed conditions for consideration by the City Council.

Analysis

Properties within the Gem Streets neighborhood were created prior to annexation of the area into the City of Ketchum. At the time of creation, as shown above in Figure 1, property lines (yellow) split the existing paved road (blue) with no dedicated rights-of-way. As shown in the figure, the majority of Garnet Street is located on private property. In 1996, the property owners along Garnet Street, the City of Ketchum, and the owner of the Esmeralda Subdivision entered into a Settlement Agreement to establish ownership and access rights associated with Garnet Street as a result of a lawsuit related to the Esmeralda Subdivision. One of the conditions of the Settlement Agreement was that an Easement Agreement for Garnet Street would be recorded (Instrument #408688) that established the paved portions of Garnet Street as public rights-of-way, but all areas north and south of the paved portions continue to be private. This resulted in dedicated areas for vehicle travel, but no dedicated areas for snow storage and drainage.

The paved portions of Garnet Street vary in width depending on location. Adjacent to the subject property, the paved portions of Garnet Street are approximately 20 feet wide. The City of Ketchum minimum standards for residential streets is 26 feet of pavement with 8 feet of gravel for on-street parking, and 7 feet of low-lying landscaping on each side of the street. In the Gem Streets Neighborhood, on-street parking is not permitted due to the substandard road widths so the first 8 feet adjacent to the road is allocated for drainage and snow storage infrastructure with low-lying landscape materials.

The existing single-family residence with attached garage was constructed in 1949 and still stands today in its original constructed form. The attached garage is oriented lengthwise along the roadway with the entrance to the side, which is why the existing driveway is oriented and sized the way it is. Figure 2 below shows a diagram of existing conditions.

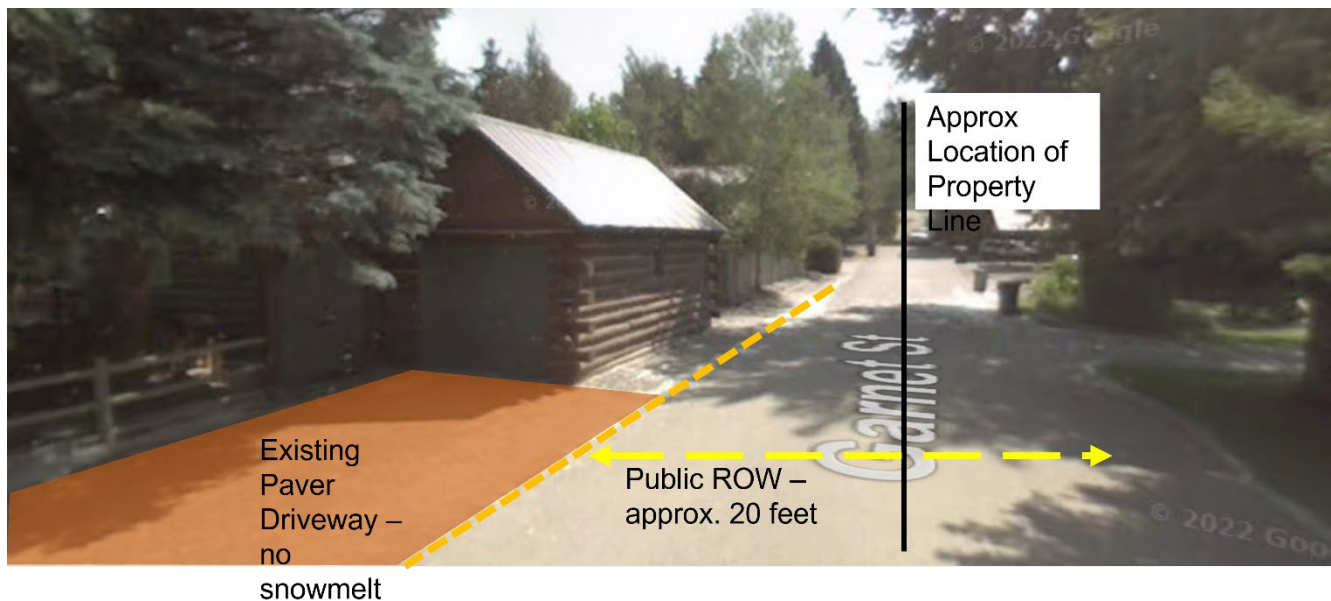


Figure 2: Existing Conditions

In the winter months, the streets department plows the extent of the asphalt, however, snow storage areas are limited due to the location of the existing fence, trees, and garage along the roadway. The snow storage adjacent to the garage is particularly problematic as the garage is approximately 3-4 feet

from the roadway. In addition to snow from the road, snow sloughs from the roof of the garage and enters the roadway when the area is already full of snow. Additionally, clearing of the driveway often results in snow returning to the roadway. These conditions require additional passes with the plow at various times of the day to maintain minimum clearance for emergency vehicles of 20 feet. The garage is also in the “impact zone” of the snow plows which means there is a high potential for damage of the structure from snow removal operations.

To address these concerns and improve the right-of-way to the greatest extent achievable, staff requested the applicant provide a 15-foot easement for access, snow storage, and drainage as would be required for residential streets. Creation of the easement would require the removal of the existing trees and fences, but the garage would be permitted to remain until such time as an addition or substantial improvement to the garage was made. The draft Easement and Encroachment Agreement (Attachment C) also indemnifies the city against any damages to the garage because of street maintenance operations. Staff also requested the applicant snowmelt not only the driveway, but also the area in front of the garage. Snowmelt of these areas is the preferred condition that will serve to minimize snow management issues and improve efficiency by reducing the number of passes required by the snow plow. The installation of snowmelt also reduces the risk of damage to the garage from snow removal operations.

Figure 3 shows the existing property characteristics and the notation of the 15-foot easement area. The existing trees and fence within the proposed 15 feet are to be removed (shown in red) and the existing driveway would be snowmelt (shown in green).

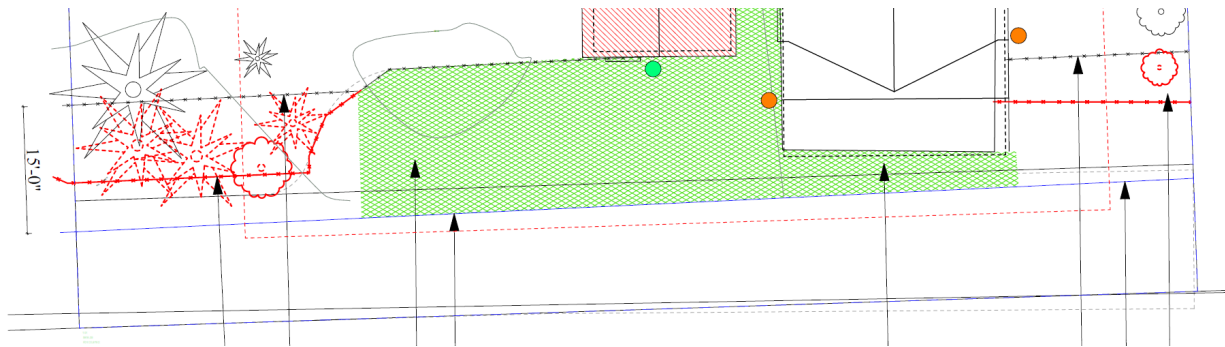


Figure 3: Proposed Easement and Encroachment Removal

Figure 4 below shows the proposed snowmelt system from a different viewpoint in relation to the existing garage.

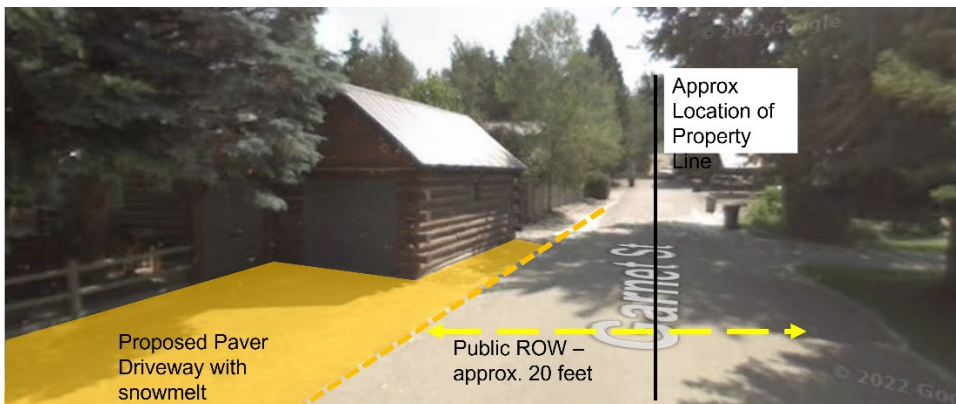


Figure 4: Proposed Snowmelt Location

As mentioned above, the proposed easement and improvements are recommended by staff as the preferred condition. Snow management operations will be significantly improved with the additional 15 feet of snow storage being provided regardless of the installation of a snowmelt system. However, the addition of the snowmelt system will further improve operations and make up for the snow storage are impeded by the location of the garage. The applicant has been notified of the ongoing discussion related to snowmelt within residential areas. The applicant is prepared to remove the snowmelt from the proposed plans if the City Council does not believe there to be a favorable tradeoff between sustainability goals and street maintenance efficiencies in this instance.

Sustainability

At the September 19, 2022, City Council meeting staff was directed to advise property owners within residential neighborhoods that the City Council was conducting policy discussions as to whether snowmelt would be permitted in the right-of-way based on the goals and objects of the 2020 Ketchum Sustainability Action Plan. Following that direction, staff has advised applicants that all proposals for snowmelt within the right-of-way are discouraged, are at the discretion of the council, and not guaranteed approval. In this instance, staff believes there to be a favorable tradeoff between the installation of snowmelt to increase safety and road maintenance efficiencies.

Financial Impact

There is no financial requirement from the city for this action.

Attachments

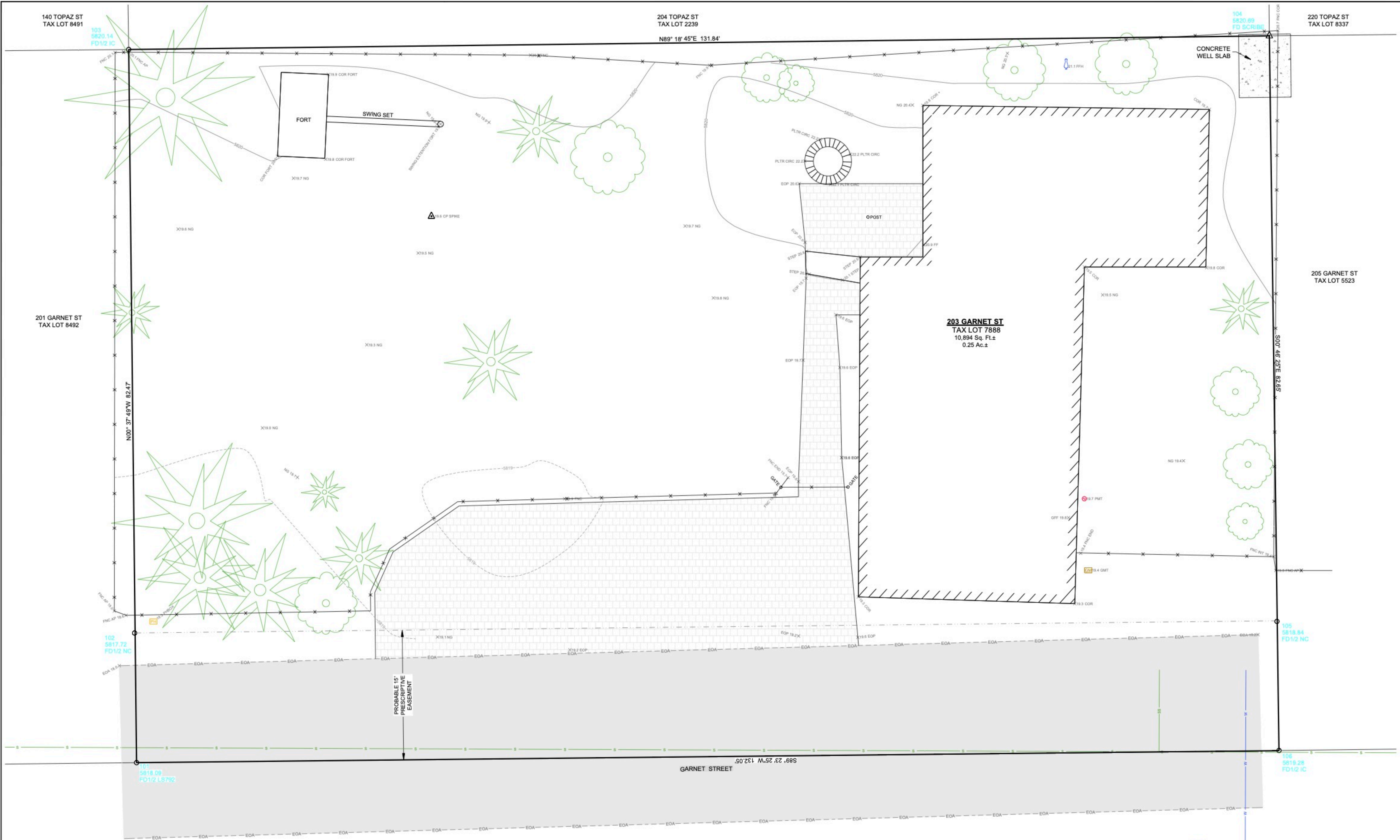
- A. Site Survey
- B. Right-of-Way Improvements Plan
- C. Easement and Encroachment Agreement 22790 and Exhibits



City of Ketchum

ATTACHMENT A:

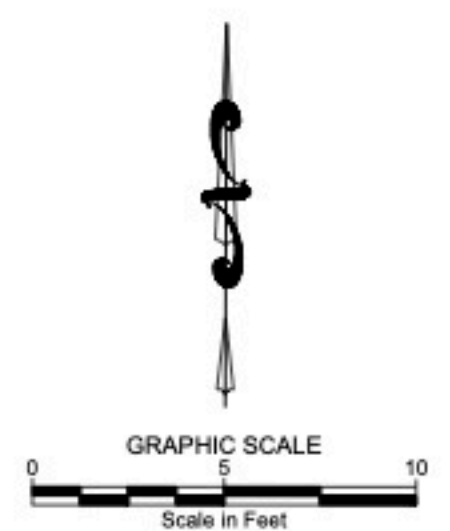
Site Survey – 203 Garnet



- NOTES**
- The purpose of this map is to show topographical information as it existed on the date the field survey was performed. Changes may have occurred to site conditions since survey date (01/06/2022).
 - Boundary information is based on Found Monumentation and the Record of Survey of Tax Lot 2238, recorded under Instrument No. 494330 records of Blaine County, Idaho. All found monuments have been accepted. The additional Document used in the course of this survey was the Record of Survey for Tax Lots 8265, 2241, 2246, and Parcel 1, Shelby Dukes Line Shift, Instrument Number 652396, records of Blaine County, Idaho.
 - Underground utility locations are based on above ground appurtenances, utilities visible at the time of the survey, and City Maps. Utilities should be located prior to any excavation.
 - Galena Engineering Inc. has not received a Title Policy from the client and has not been requested to obtain one. Relevant information that may be contained within a Title Policy may therefore not appear on this map and may affect items shown hereon. It is the responsibility of the client to determine the significance of the Title Policy information and determine whether it should be included. If the client desires for the information to be included they must furnish said information to Galena Engineering, Inc. and request it be added to this map.
 - Benchmark is top of 1/2" rebar(scribe) marking the northeast corner of the lot, elevation = 5820.69. Point elevations shown are truncated (i.e. 20.7 is 5820.7) Vertical Datum is NAVD 1988.
 - At the time of this survey, there was approximately 36" of snow on the ground. Due to said snow cover, it is possible that some ground features were unable to be seen or located. Galena Engineering accepts No responsibility for possible missing features due to the snow coverage. The pavers our front and the fence our front was buried in plowed snow. These locations are based on aerial photography.

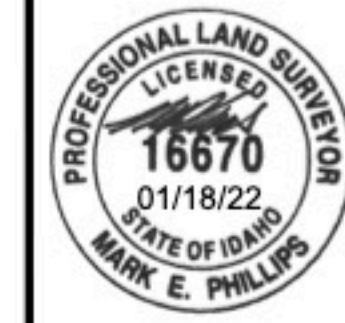
LEGEND

	Property Line		Asphalt		CT = Conifer Tree
	Adjoiner's Lot Line		Concrete Slab		DT = Deciduous Tree
	Easement		Pavers		AP = Angle Point
	5' Contour Interval		GMTR = Gas Meter		EOA = Edge of Asphalt
	1' Contour Interval		PHBOX = Telephone Riser		EOP = Edge of Pavers
	FNC = Fence Line		PMTR = Power Meter		FF = Finished Floor
	Sewer Main		FFH = Frost Free Hydrant		IC = Illegible Cap
	Sewer Service		FD1/2 = Found 1/2" Rebar		NC = No Cap
	Water Main		CNTRL = Survey Control		NG = Natural Ground
	Water Service				
	Building				



**A TOPOGRAPHIC MAP SHOWING
203 GARNET STREET
TAX LOT 7888**

LOCATED WITHIN SECTION 18, T.4 N., R. 18 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
PREPARED FOR MICHAEL & GEORGIA SUTTOR



DESIGNED BY
JDV
DRAWN BY
SMF/MEP
CHECKED BY

GALENA
ENGINEERING, INC.
Civil Engineers & Land Surveyors
317 N. River Street
Hailey, Idaho 83433
(208) 768-1705
email: galena@galena-engineering.com

PURPOSE: CONSTRUCTION SET

NO.	DATE	BY	REVISIONS

TOPO

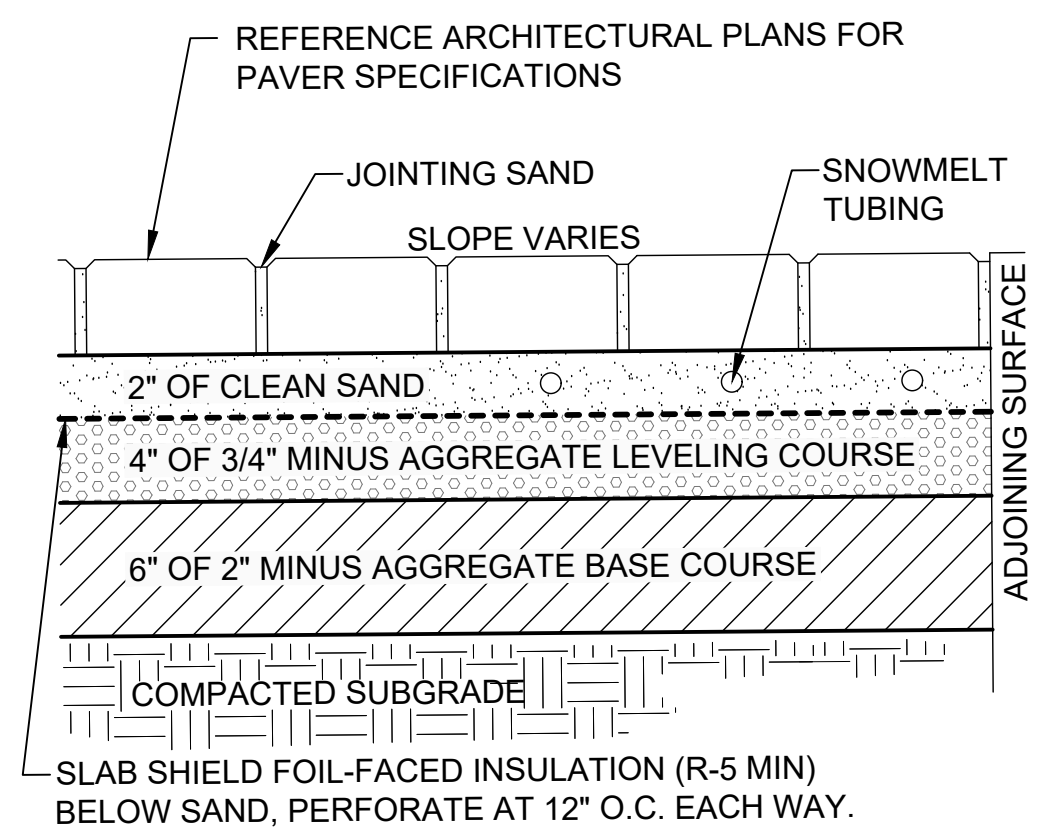
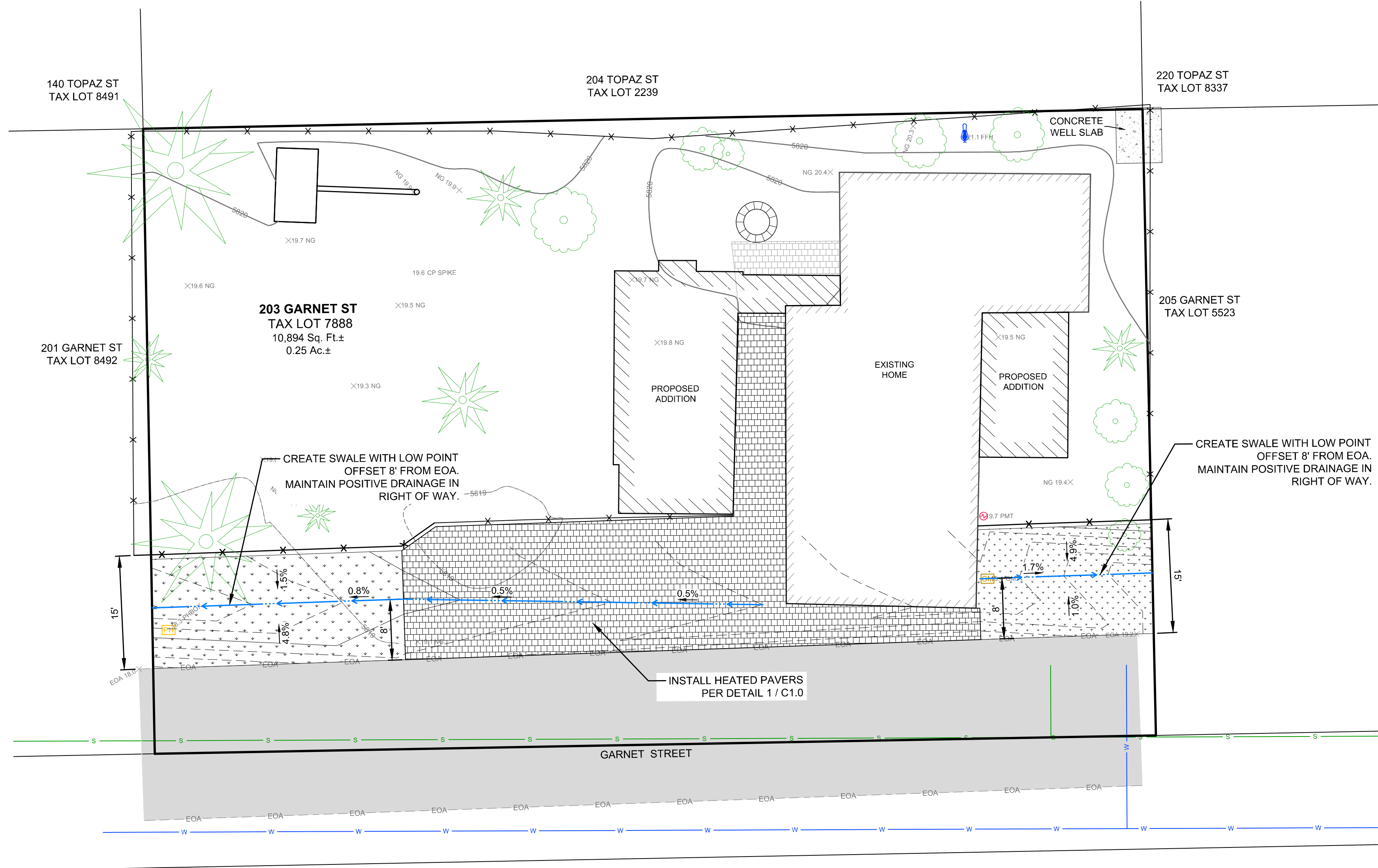


City of Ketchum

ATTACHMENT B: Right-of-Way Improvement Plan

GENERAL CONSTRUCTIONS NOTES

- ALL CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE MOST CURRENT EDITION OF THE "IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION" (ISPMC) AND CITY OF KETCHUM STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND KEEPING A COPY OF THE ISPMC AND CITY OF KETCHUM STANDARDS ON SITE DURING CONSTRUCTION.
- THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN ON THE PLANS IN AN APPROXIMATE WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING EXISTING UTILITIES PRIOR TO COMMENCING AND DURING THE CONSTRUCTION. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH RESULT FROM HIS FAILURE TO ACCURATELY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. CONTRACTOR SHALL CALL DIGLINE (1-800-342-1585) TO LOCATE ALL EXISTING UNDERGROUND UTILITIES A MINIMUM OF 48 HOURS IN ADVANCE OF EXCAVATION.
- CONTRACTOR SHALL COORDINATE RELOCATIONS OF DRY UTILITY FACILITIES (POWER, CABLE, PHONE, TV) WITH THE APPROPRIATE UTILITY FRANCHISE.
- THE CONTRACTOR SHALL CLEAN UP THE SITE AFTER CONSTRUCTION SO THAT IT IS IN A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED PRIOR TO CONSTRUCTION.
- THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION (THIS MAY INCLUDE ENCROACHMENT PERMITS AND NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) CONSTRUCTION GENERAL PERMIT (CGP) PERMIT COVERAGE).
- ALL CLEARING & GRUBBING SHALL CONFORM TO ISPMC SECTION 201.
- ALL EXCAVATION & EMBANKMENT SHALL CONFORM TO ISPMC SECTION 202. SUBGRADE SHALL BE EXCAVATED AND SHAPED TO LINE, GRADE, AND CROSS-SECTION SHOWN ON THE PLANS. THE SUBGRADE SHALL BE COMPACTED TO 95% OF MAXIMUM DENSITY AS DETERMINED BY ASTM D-698. THE CONTRACTOR SHALL WATER OR AERATE SUBGRADE AS NECESSARY TO OBTAIN OPTIMUM MOISTURE CONTENT. IN-LIEU OF DENSITY MEASUREMENTS, THE SUBGRADE MAY BE PROOF-ROLLED TO THE APPROVAL OF THE ENGINEER.
- PROOF-ROLLING:** AFTER EXCAVATION TO THE SUBGRADE ELEVATION AND PRIOR TO PLACING COURSE GRAVEL, THE CONTRACTOR SHALL PROOF ROLL THE SUBGRADE WITH A 5-TON SMOOTH DRUM ROLLER, LOADED WATER TRUCK, OR LOADED DUMP TRUCK, AS ACCEPTED BY THE ENGINEER. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF UNSUITABLE SUBGRADE MATERIAL AREAS, AND/OR AREAS NOT CAPABLE OF COMPACTION ACCORDING TO THESE SPECIFICATIONS. UNSUITABLE OR DAMAGED SUBGRADE IS WHEN THE SOIL MOVES, PUMPS AND/OR DISPLACES UNDER ANY TYPE OF PRESSURE INCLUDING FOOT TRAFFIC LOADS.
- IF, IN THE OPINION OF THE ENGINEER, THE CONTRACTOR'S OPERATIONS RESULT IN DAMAGE TO, OR PROTECTION OF, THE SUBGRADE, THE CONTRACTOR SHALL, AT HIS OWN EXPENSE, REPAIR THE DAMAGED SUBGRADE BY OVER-EXCAVATION OF UNSUITABLE MATERIAL TO FIRM SUBSOIL, LINE EXCAVATION WITH GEOTEXTILE FABRIC, AND BACKFILL WITH FIT RUN GRAVEL.
- TRAFFIC CONTROL SHALL BE PER THE TRAFFIC CONTROL PLAN. CONTRACTOR WILL NEED TO MAINTAIN ACCESS TO ALL PRIVATE PROPERTIES, UNLESS OTHERWISE COORDINATE WITH THE PROPERTY OWNER THROUGH THE CITY ENGINEER.
- PER IDAHO CODE 55-1613, THE CONTRACTOR SHALL RETAIN AND PROTECT ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS; ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS THAT ARE LOST OR DISTURBED BY CONSTRUCTION SHALL BE REESTABLISHED AND RE-MONUMENTED, AT THE EXPENSE OF THE AGENCY OR PERSON CAUSING THEIR LOSS OR DISTURBANCE AT THEIR ORIGINAL LOCATION OR BY SETTING OF A WITNESS CORNER OR REFERENCE POINT OR A REPLACEMENT BENCHMARK OR CONTROL POINT, BY OR UNDER THE DIRECTION OF A PROFESSIONAL LAND SURVEYOR.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR HIRING A MATERIALS TESTING COMPANY DURING CONSTRUCTION TO VERIFY ALL COMPACTION AND MATERIAL PLAN AND SPECIFICATION REQUIREMENTS ARE MET. QUALITY CONTROL DOCUMENTATION OF TESTING FOR WORK IN RIGHT-OF-WAY MEETING CITY OF KETCHUM CODE SECTION 12.04.040 (CONCRETE, AGGREGATE BASE COMPACTION, ASPHALT COMPACTION) WILL BE NECESSARY FOR CERTIFICATE OF OCCUPANCY.
- BOUNDARY AND TOPOGRAPHIC INFORMATION SHOWN HEREON ARE PER A SURVEY CONDUCTED BY GALENA ENGINEERING 01/18/2022.



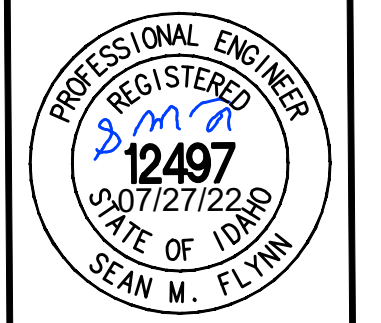
1
C1.0 **PAVER DETAIL**
N.T.S.

LEGEND

- | EXISTING ITEMS | | | |
|----------------|------------------------|-------|--------------------------|
| — | Property Line | EOA | GMTR = Gas Meter |
| --- | Adjoiner's Lot Line | PH | PHBOX = Telephone Riser |
| --- | Centerline | PMTR | PMTR = Power Meter |
| --- | Easement | — S — | Sewer Main |
| --- | 5' Contour Interval | — W — | WM = Water Main |
| --- | 1' Contour Interval | FFH | FFH = Frost Free Hydrant |
| DL | Dripline of Vegetation | AP | AP = Angle Point |
| FNC | Fence Line | BEG | BEG = Beginning |
| Building | Building | COR | COR = Corner |
| EOA | Asphalt | EOA | EOA = Edge of Asphalt |
| EOA | Pavers | EOP | EOP = Edge of Pavers |
| CT | Conifer Tree | FF | FF = Finished Floor |
| DT | Deciduous Tree | FL | FL = Flow Line |
| | | GB | GB = Grade Break |
| | | IC | IC = Illegible Cap |
| | | NC | NC = No Cap |
| | | NG | NG = Natural Ground |
| | | TA | TA = Top of Asphalt |

- PROPOSED ITEMS**
- Relocated Fence Line
 - 5' Contour Interval
 - 1' Contour Interval
 - FL = Flow Line of Swale
 - Heated Pavers per Detail 1 / C1.0
 - Grassed Swale

RIGHT OF WAY IMPROVEMENT PLAN
203 GARNET STREET
LOCATED WITHIN SECTION 18, T.4 N., R.18 E., B.M. CITY OF KETCHUM, BLAINE COUNTY, IDAHO
PREPARED FOR MICHAEL & GEORGIA SUTTOR
PROJECT INFORMATION
P:\supt\proj\5860-02\dwg\Construction\5860-02_Eng ROW.dwg 07/27/22 12:31:38 AM



MS DESIGNED BY
MS DRAWN BY
SMF CHECKED BY

GALENA ENGINEERING, INC.
Civil Engineers & Land Surveyors
317 N. River Street
Ketchum, ID 83335
(208) 798-1705
email: galena@galena-engineering.com

NO.	DATE	BY	REVISIONS

PURPOSE: ISSUE FOR PERMIT
C1.0

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



City of Ketchum

ATTACHMENT C:

Easement and Encroachment Agreement 22790 and Exhibits

Recording Requested By and
When Recorded Return to:

City of Ketchum
P.O. Box 2315
480 East Ave. N.
Ketchum, ID 83340

For Recording Purposes Do
Not Write Above This Line

EASEMENT AND ENCROACHMENT AGREEMENT 22790

This Easement Agreement (“Agreement”) is entered into this _____ day of _____, 2022 between the City of Ketchum, Blaine County, Idaho (“City”), whose address is 191 5th Street West, Ketchum, ID 83340 and Georgina Suttor Idaho Trust Dated April 10, 2015, and Georgina Anne Suttor Trustee (collectively referred to as “Grantors”).

WHEREAS, the City is empowered by Idaho Code § 50-314 to regulate and control all encroachments upon and into all sidewalks, streets, avenues and alleys within its corporate boundaries; and

WHEREAS, the City is empowered by Idaho Code §§67-6501 *et seq.* and Titles 15 and 17 of the Ketchum City Code to regulate the zoning and construction of structures within the City; and

WHEREAS, the Grantors are owners of real property located at 203 Garnet St, Ketchum ID 83340 (“subject property”), and

WHEREAS, the City has received a development application by Grantors for the construction of an addition to a building located at 203 Garnet Street (“subject property”); and

WHEREAS, there is no right of way dedication and access to the project site from dedicated right of way and in order to approve the proposed addition to the structure, the Grantors have agreed to dedicate a portion of the property at 203 Garnet Street for the purpose of public access for ingress and egress, snow storage and drainage, and the installation, operation, repair and maintenance of underground utility lines and mains; and

WHEREAS, the parties hereby agree to enter into this easement agreement to grant the City a 15 foot wide easement beginning at the edge of asphalt on Garnet Street for the full length of the property, as depicted in **Exhibit “A”**, subject to the terms and conditions of this Agreement.

WHEREAS, there exists a garage attached to the single family dwelling unit that encroaches into said 15 foot wide easement, and

WHEREAS, Grantors wish to permit the replacement of the existing paver driveway,

extension of the paver driveway in front of the existing garage, installation of a driveway snowmelt system within the 15-foot-wide easement, and retention of the existing garage. These improvements are shown in **Exhibit “B”** attached hereto and incorporated herein (collectively referred to as the “Improvements”); and,

WHEREAS, the Grantor will remove existing encroachments including trees and fences within the 15 foot easement and construct drainage and landscape improvements as acceptable to the Streets and Facilities Director as shown in **Exhibit “C”**;

WHEREAS, City 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 consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

1. Grant. Grantor hereby grants and conveys without warranty unto the City, its heirs, successors and assigns, subject to the terms and conditions herein contained, a non-exclusive unobstructed public right of way access easement upon Grantor’s property, as depicted in **Exhibit A** attached hereto and incorporated herein by this reference, for the purpose of public access for ingress and egress, snow storage and drainage, and the installation, operation, repair and maintenance of underground utility lines and mains. Grantors may not relocate the Easement Premises without the prior written consent of the City.

2. Conditions of Use.

a. Public access for ingress and egress upon, over and under the Easement Premises; and

b. Installation, operation, repair and maintenance of underground utility lines and mains thereon, together with the right to install, operate and maintain gas and water mains, sewer lines, culverts and drainage ditches, and other services and appurtenances thereto, and together with the right to repair and maintain a roadway including asphalt paving on appropriate base; and

c. Snow storage and drainage; and

d. No improvements, fencing, landscaping or other features shall be placed in the Easement other than what is depicted in **Exhibit B** including pavers, snowmelt, and the existing garage. The Easement shall remain unobstructed. Parking in the driveway within the easement is not permitted in winter months. The existing non-conforming garage located in the easement is permitted to remain until such time when a substantial improvement is made to the property. Any addition to the garage shall occur outside the easement area. If the garage is demolished or substantially remodeled, the replacement building shall be located outside of the easement.

e. City shall permit Grantors to install Improvements identified in **Exhibit B** within the 15-foot easement depicted in **Exhibit A**, until notified by City to remove the

infrastructure at which time Grantors shall remove infrastructure at Grantors' expense.

f. Grantors shall be responsible for the maintenance of said Improvements and shall repair said improvements within 48 hours upon notice from City that repairs are needed.

g. Snowmelt system shall be installed as certified in "Residential Snowmelt Installation Certificate" included as **Exhibit D** and operate at all times during the winter according to the following:

The system shall meet the requirements of the International Energy Conservation Code (2018 IECC, 403.12.2)

The system shall have an electronic main control board to operate the system that is programmable and optimizes the way the system functions.

Installation of in-ground control sensors linked to the main control board that detect snow and ice on the surface, monitor the sidewalk or driveway temperature, and automatically activates the system to be turned on or off based on the snow condition and air temperature.

h. Grantors shall be responsible for restoring any asphalt within Garnet Street that is altered due to the construction and installation of the Improvements, to the satisfaction of the Director of Streets and Facilities.

i. In consideration of City allowing Grantors to maintain the Improvements in the easement, Owner agrees to indemnify and hold harmless City 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 easement or from street maintenance and snow removal operations within Garnet Street. Grantors shall further indemnify and hold City harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Grantors' part to be performed under this Agreement, or arising from any negligence of Grantors or Grantors' 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 City by reason of such claim, Grantors, upon notice from City, shall defend City at Grantors' expense by counsel satisfactory to City. Grantors, as a material part of the consideration to City, hereby assumes all risk of damages to property or injury to persons in, upon or about the Improvements constructed, installed and maintained in the easement arising from the construction, installation and maintenance of said Improvements or from street maintenance and snow removal operations within Garnet Street and Grantors hereby waive all claims in respect thereof against City.

j. City shall not be liable for injury to Grantors' business or loss of income therefrom or for damage which may be sustained by the person, goods, wares, merchandise or property of Grantors, 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 easement or from street maintenance and snow removal operations within Garnet Street.

k. Grantors understand and agree that by maintaining the Improvements in the easement pursuant to this Agreement, Grantors obtain no claim or interest in said easement, other than what is stipulated herein, which is adverse to that of City and that Grantors obtain no exclusive right to said easement nor any other right to use the easement not specifically described herein.

3. Termination of Easement. This easement will be terminated at such time as the City has determined such easement is no longer necessary for public access for ingress and egress and the installation, operation, repair and maintenance of underground utility lines and mains.

4. Binding Effect. The terms of this Agreement shall be a covenant binding and effective upon all parties, and shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

5. Recording. This Agreement shall be recorded with the Blaine County Recorder by the City.

6. Remedies. If either party shall fail to perform such party's obligations under the easement described herein for any reason, the other party may pursue any and all remedies at law or equity; provided, however, that the parties affected by any such failures agree to meet and confer to attempt to mediate a settlement in good faith prior to initiating litigation.

7. Attorneys' Fees. In the event either party initiates or defends any legal action or proceeding in any way connected with this easement, the prevailing party in any such action or proceeding shall be entitled to recover from the losing party its reasonable costs and attorney's fees.

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

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed on the date indicated below.

By: _____

By: _____
Neil Bradshaw, Mayor

By: _____

ATTEST:

Lisa Enourato, Interim City Clerk

EXHIBIT A

GALENA ENGINEERING, INC.

CIVIL ENGINEERING & LAND SURVEYING

Legal Description for a Snow Storage Easement

Section 18, Township 4 North, Range 18 East Boise Meridian, City of Ketchum, Blaine County, Idaho

A legal description for a parcel of land situated within Tax Lot 7888, Gem Street Subdivision; more particularly described as follows:

Commencing at a 1/2" Rebar by LS792, marking the Southwest property corner of Tax Lot 7888, from which a 1/2" Rebar with No Cap, marking the Southeast property corner of Tax Lot 7888, lies N89°23'25"E, 132.05 feet distant, thence proceeding N00°37'49"W, 11.26 feet, along the westerly boundary of Tax Lot 7888, to the TRUE POINT OF BEGINNING;

Thence N00°37'49"W, 15.00 feet, along the westerly boundary of said Tax Lot 7888, to a point;

Thence N88°26'01"E, 132.00 feet, to a point;

Thence S00°46'25"E, 15.00 feet, along the easterly boundary of said Tax Lot 7888, to a point;

Thence S88°26'01"W, 132.04 feet, to the TRUE POINT OF BEGINNING, containing 1,980 Sq. Ft. (0.05 Ac.), more or less, as determined by computer methods.

140 TOPAZ ST
TAX LOT 8491

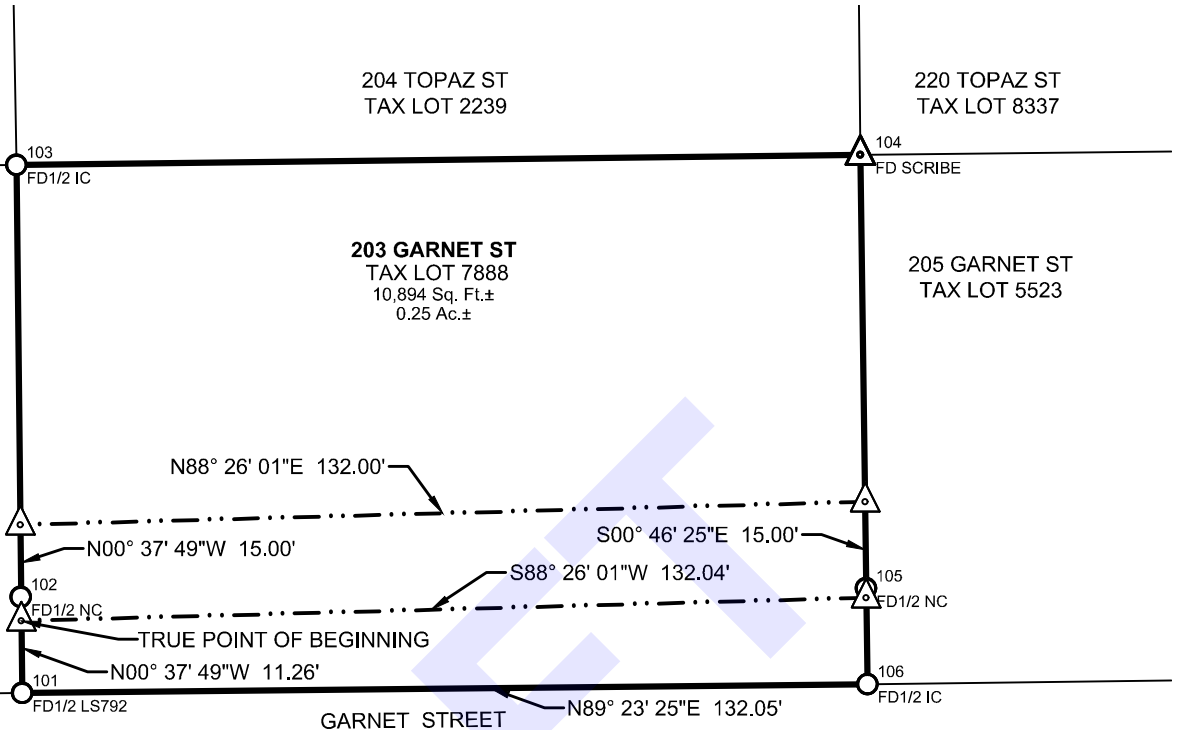
204 TOPAZ ST
TAX LOT 2239

220 TOPAZ ST
TAX LOT 8337

201 GARNET ST
TAX LOT 8492

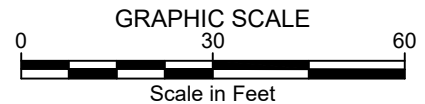
203 GARNET ST
TAX LOT 7888
10,894 Sq. Ft.±
0.25 Ac.±

205 GARNET ST
TAX LOT 5523



LEGEND

- Property Line
- Adjoiner's Lot Line
- Centerline
- Proposed Easement
- FD1/2 = Found 1/2" Rebar
- Calculated Point, Nothing Set



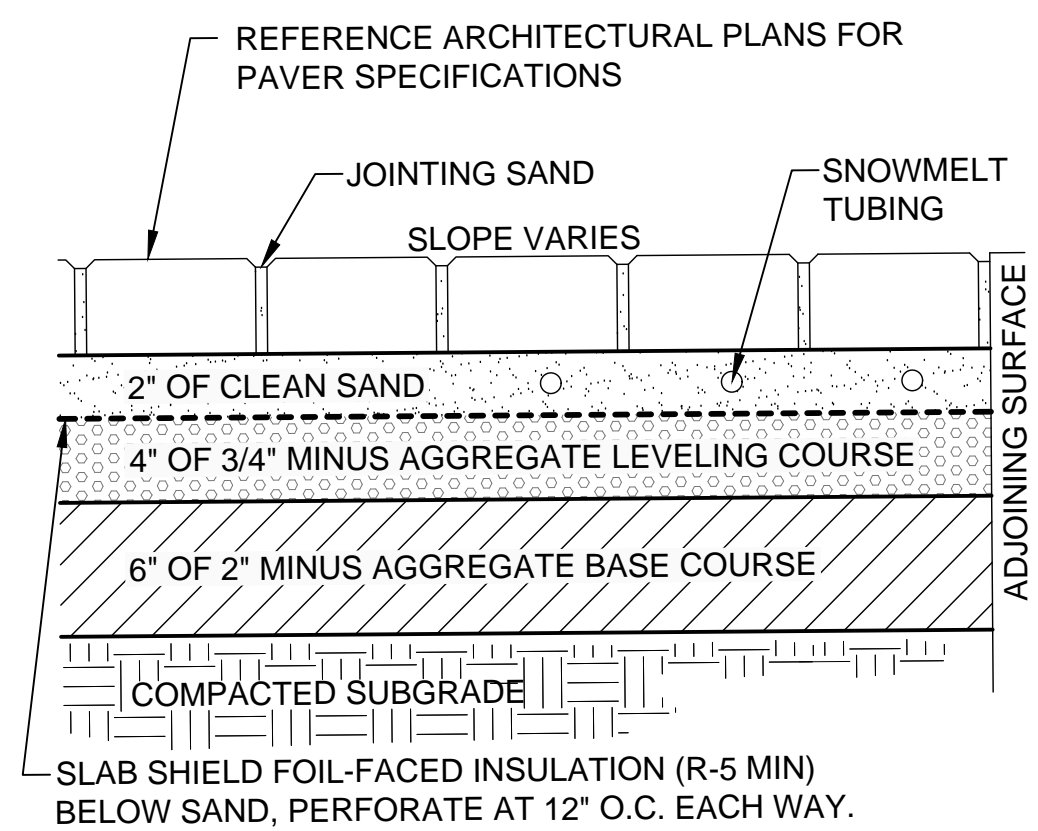
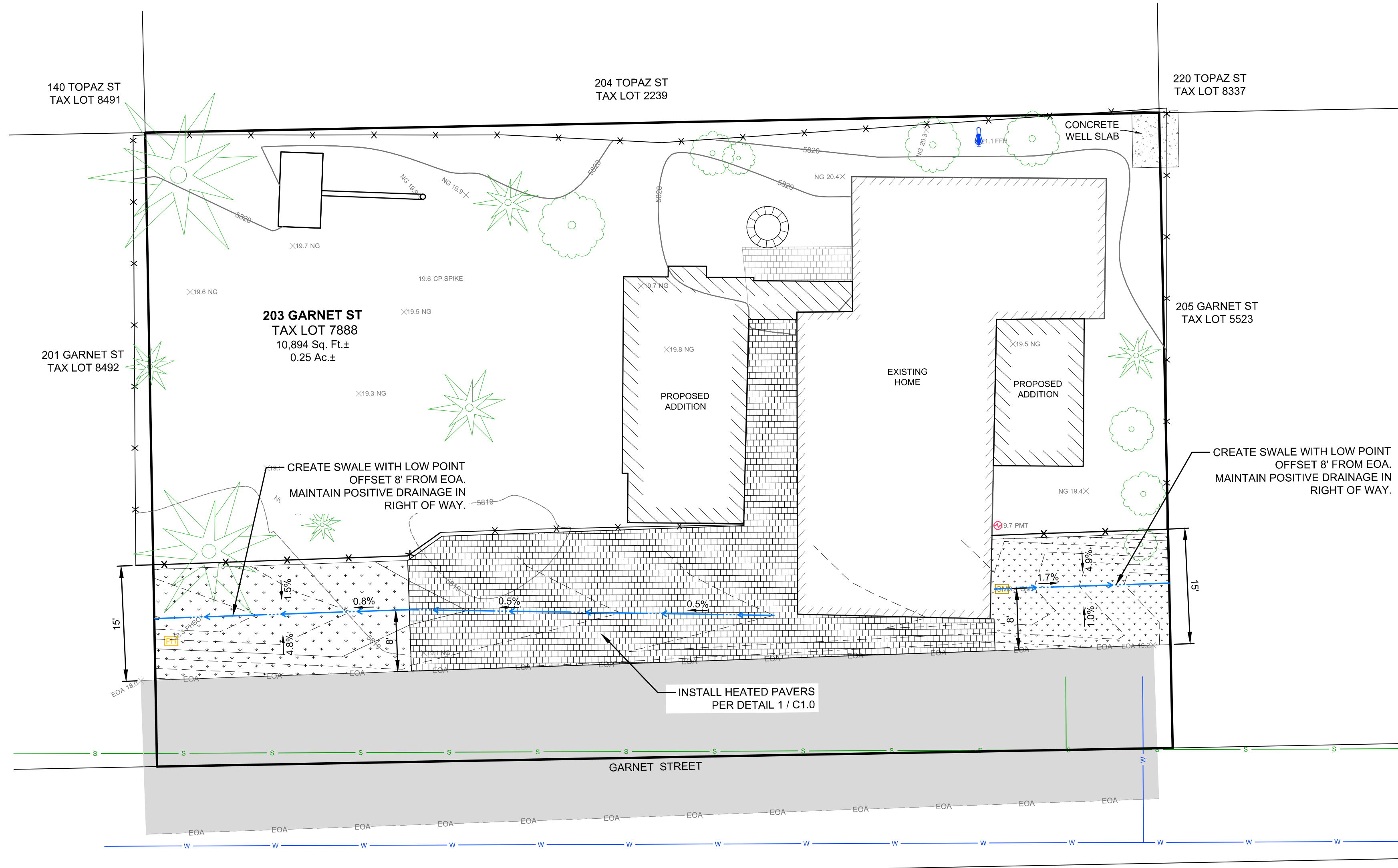
REUSE OF DRAWINGS: These drawings, or any portion thereof, shall not be used on any Project or extensions of this Project except by agreement in writing with Galena Engineering, Inc..

Galena Engineering Inc.	Civil Engineers & Land Surveyors 317 N. River Street Halley, Idaho 83333 (208) 788-1705 (208) 788-4612 fax email galena@galena-engineering.com	AN EXHIBIT MAP SHOWING A SNOW STORAGE EASEMENT ON TAX LOT 7888 WITHIN S 18, T.4N., R.18E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO PREPARED FOR MICHAEL & GEORGIA SUTTOR	EXH 211
	PROJECT INFORMATION P:\sdsproj\5860-02\dwg\Boundary-Plat\5860-02 Easement.dwg 09/29/22 11:17:24 AM		

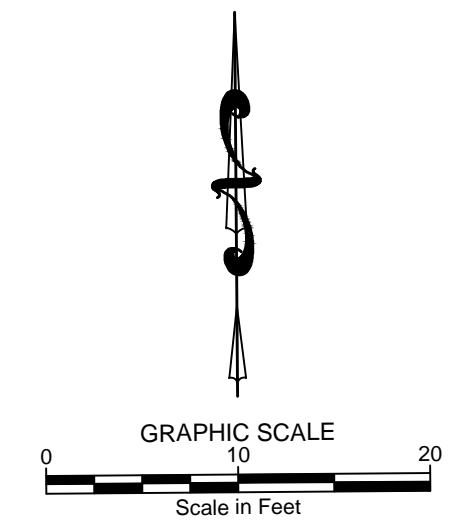
EXHIBIT B

GENERAL CONSTRUCTIONS NOTES

- ALL CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE MOST CURRENT EDITION OF THE "IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION" (ISPMC) AND CITY OF KETCHUM STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND KEEPING A COPY OF THE ISPMC AND CITY OF KETCHUM STANDARDS ON SITE DURING CONSTRUCTION.
- THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN ON THE PLANS IN AN APPROXIMATE WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING EXISTING UTILITIES PRIOR TO COMMENCING AND DURING THE CONSTRUCTION. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH RESULT FROM HIS FAILURE TO ACCURATELY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. CONTRACTOR SHALL CALL DIGLINE (1-800-342-1585) TO LOCATE ALL EXISTING UNDERGROUND UTILITIES A MINIMUM OF 48 HOURS IN ADVANCE OF EXCAVATION.
- CONTRACTOR SHALL COORDINATE RELOCATIONS OF DRY UTILITY FACILITIES (POWER, CABLE, PHONE, TV) WITH THE APPROPRIATE UTILITY FRANCHISE.
- THE CONTRACTOR SHALL CLEAN UP THE SITE AFTER CONSTRUCTION SO THAT IT IS IN A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED PRIOR TO CONSTRUCTION.
- THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION (THIS MAY INCLUDE ENCROACHMENT PERMITS AND NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) CONSTRUCTION GENERAL PERMIT (CGP) PERMIT COVERAGE).
- ALL CLEARING & GRUBBING SHALL CONFORM TO ISPMC SECTION 201.
- ALL EXCAVATION & EMBANKMENT SHALL CONFORM TO ISPMC SECTION 202. SUBGRADE SHALL BE EXCAVATED AND SHAPED TO LINE, GRADE, AND CROSS-SECTION SHOWN ON THE PLANS. THE SUBGRADE SHALL BE COMPACTED TO 95% OF MAXIMUM DENSITY AS DETERMINED BY ASTM D-698. THE CONTRACTOR SHALL WATER OR AERATE SUBGRADE AS NECESSARY TO OBTAIN OPTIMUM MOISTURE CONTENT. IN-LIEU OF DENSITY MEASUREMENTS, THE SUBGRADE MAY BE PROOF-ROLLED TO THE APPROVAL OF THE ENGINEER.
- PROOF-ROLLING:** AFTER EXCAVATION TO THE SUBGRADE ELEVATION AND PRIOR TO PLACING COURSE GRAVEL, THE CONTRACTOR SHALL PROOF ROLL THE SUBGRADE WITH A 5-TON SMOOTH DRUM ROLLER, LOADED WATER TRUCK, OR LOADED DUMP TRUCK, AS ACCEPTED BY THE ENGINEER. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF UNSUITABLE SUBGRADE MATERIAL AREAS, AND/OR AREAS NOT CAPABLE OF COMPACTION ACCORDING TO THESE SPECIFICATIONS. UNSUITABLE OR DAMAGED SUBGRADE IS WHEN THE SOIL MOVES, PUMPS AND/OR DISPLACES UNDER ANY TYPE OF PRESSURE INCLUDING FOOT TRAFFIC LOADS.
- IF, IN THE OPINION OF THE ENGINEER, THE CONTRACTOR'S OPERATIONS RESULT IN DAMAGE TO, OR PROTECTION OF, THE SUBGRADE, THE CONTRACTOR SHALL, AT HIS OWN EXPENSE, REPAIR THE DAMAGED SUBGRADE BY OVER-EXCAVATION OF UNSUITABLE MATERIAL TO FIRM SUBSOIL, LINE EXCAVATION WITH GEOTEXTILE FABRIC, AND BACKFILL WITH FIT RUN GRAVEL.
- TRAFFIC CONTROL SHALL BE PER THE TRAFFIC CONTROL PLAN. CONTRACTOR WILL NEED TO MAINTAIN ACCESS TO ALL PRIVATE PROPERTIES, UNLESS OTHERWISE COORDINATE WITH THE PROPERTY OWNER THROUGH THE CITY ENGINEER.
- PER IDAHO CODE § 55-1613, THE CONTRACTOR SHALL RETAIN AND PROTECT ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS; ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS THAT ARE LOST OR DISTURBED BY CONSTRUCTION SHALL BE REESTABLISHED AND RE-MONUMENTED, AT THE EXPENSE OF THE AGENCY OR PERSON CAUSING THEIR LOSS OR DISTURBANCE AT THEIR ORIGINAL LOCATION OR BY SETTING OF A WITNESS CORNER OR REFERENCE POINT OR A REPLACEMENT BENCHMARK OR CONTROL POINT, BY OR UNDER THE DIRECTION OF A PROFESSIONAL LAND SURVEYOR.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR HIRING A MATERIALS TESTING COMPANY DURING CONSTRUCTION TO VERIFY ALL COMPACTION AND MATERIAL PLAN AND SPECIFICATION REQUIREMENTS ARE MET. QUALITY CONTROL DOCUMENTATION OF TESTING FOR WORK IN RIGHT-OF-WAY MEETING CITY OF KETCHUM CODE SECTION 12.04.040 (CONCRETE, AGGREGATE BASE COMPACTION, ASPHALT COMPACTION) WILL BE NECESSARY FOR CERTIFICATE OF OCCUPANCY.
- BOUNDARY AND TOPOGRAPHIC INFORMATION SHOWN HEREON ARE PER A SURVEY CONDUCTED BY GALENA ENGINEERING 01/18/2022.



1
C1.0 **PAVER DETAIL**
N.T.S.

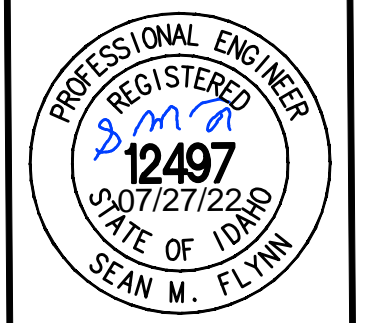


LEGEND

- | | | | |
|-----------------------|-----------------------------|---|--------------------------|
| EXISTING ITEMS | | | |
| — | Property Line | — | GMTR = Gas Meter |
| — | Adjoiner's Lot Line | — | PHBOX = Telephone Riser |
| — | Centerline | — | PMTR = Power Meter |
| — | Easement | — | Sewer Main |
| — | 5' Contour Interval | — | WM = Water Main |
| — | 1' Contour Interval | — | FFH = Frost Free Hydrant |
| — | DL = Dripline of Vegetation | — | AP = Angle Point |
| — | FNC = Fence Line | — | BEG = Beginning |
| — | Building | — | COR = Corner |
| — | Asphalt | — | EOA = Edge of Asphalt |
| — | Pavers | — | EOP = Edge of Pavers |
| — | CT = Conifer Tree | — | FF = Finished Floor |
| — | DT = Deciduous Tree | — | FL = Flow Line |
| | | — | GB = Grade Break |
| | | — | IC = Illegible Cap |
| | | — | NC = No Cap |
| | | — | NG = Natural Ground |
| | | — | TA = Top of Asphalt |

- PROPOSED ITEMS**
- Relocated Fence Line
 - 5' Contour Interval
 - 1' Contour Interval
 - FL = Flow Line of Swale
 - Heated Pavers per Detail 1 / C1.0
 - Grassed Swale

RIGHT OF WAY IMPROVEMENT PLAN
203 GARNET STREET
 LOCATED WITHIN SECTION 18, T.4 N., R.18 E., B.M. CITY OF KETCHUM, BLAINE COUNTY, IDAHO
 PREPARED FOR MICHAEL & GEORGIA SUTTON
 PROJECT INFORMATION
 P:\subproj\5860-02\dwg\Construction\5860-02_Eng ROW.dwg 07/27/22 12:38:38 AM



MS DESIGNED BY
 MS DRAWN BY
 SMF CHECKED BY

GALENA ENGINEERING, INC.
 Civil Engineers & Land Surveyors
 317 N. River Street
 Ketchum, ID 83335
 (208) 798-1705
 email: galena@galena-engineering.com

PURPOSE: ISSUE FOR PERMIT	NO.	DATE	BY	REVISIONS

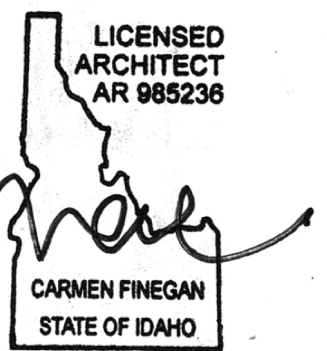
C1.0

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

EXHIBIT C



105 LEWIS ST. # 103B
KETCHUM, ID 83340
P.O. BOX 1148
SUN VALLEY, ID 83353
208.720.8508
CARMENFINEGAN.COM



DRAWINGS AND DESIGN CONCEPTS ARE EXCLUSIVE PROPERTY OF THE ARCHITECT. ANY UNAUTHORIZED USE OR REPRODUCTION IS PROHIBITED BY LAW © 2020.

SUTTOR ADDITION
203 GARNET STREET KETCHUM IDAHO
KETCHUM, IDAHO 83340

SCALE

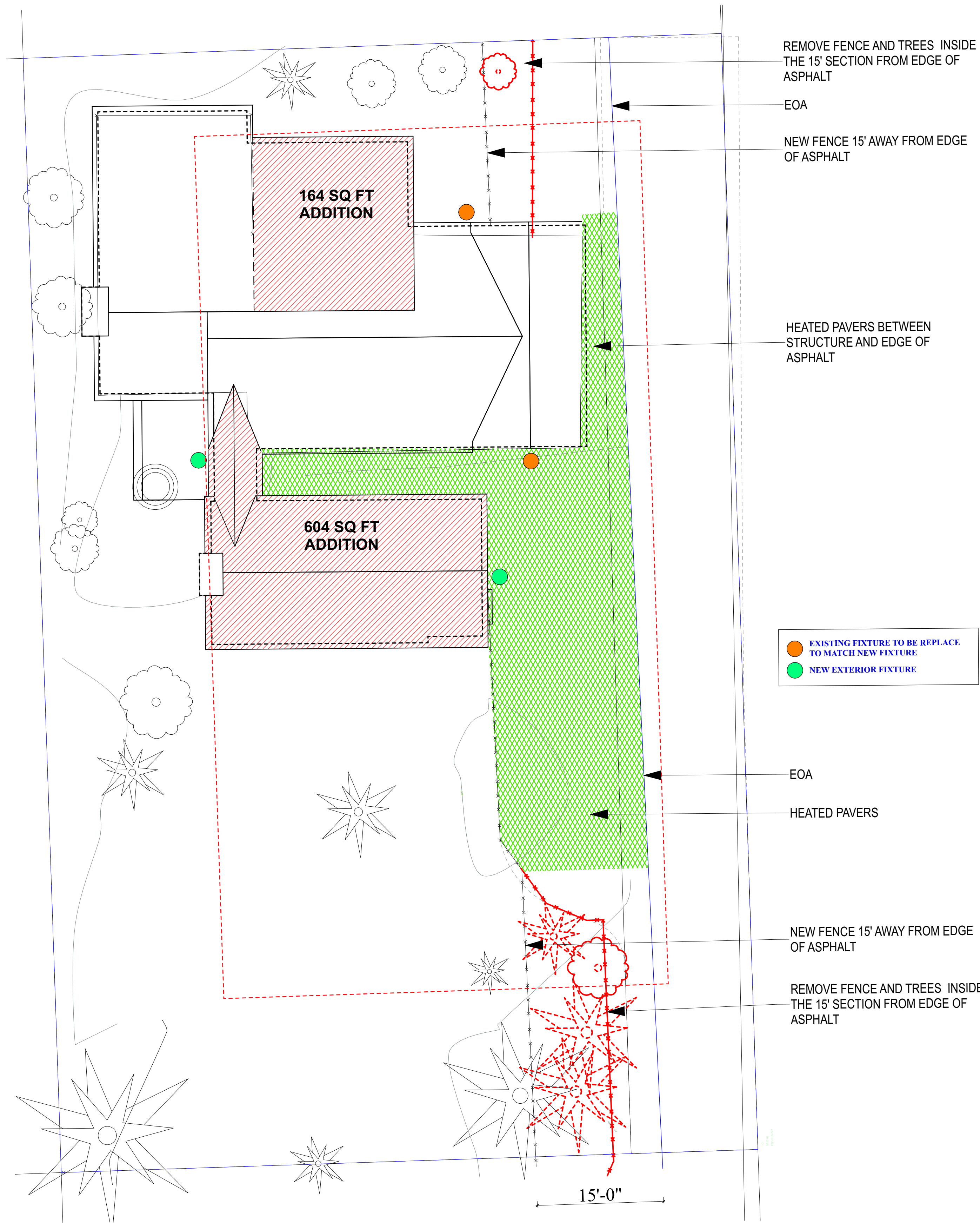
1/8" = 1'-0"

SHEET TITLE

ARCH. SITE PLAN / EXTERIOR LIGHTING

A1.0

PRINT DATE: Monday, August 15, 2022



● EXISTING FIXTURE TO BE REPLACED TO MATCH NEW FIXTURE
● NEW EXTERIOR FIXTURE

● EXISTING FIXTURE TO BE REPLACED TO MATCH NEW FIXTURE
● NEW EXTERIOR FIXTURE

HUBBARDTON FORGE.

PRODUCT SPECIFICATIONS



Erlenmeyer Dark Sky Friendly Outdoor Sconce

Base Item #307716
Configured Item #307716-1002
307716-SKT-10-70

FINISH
Coastal Black - 10

ACCENT
Coastal Gold - 70

LAMPING
Incandescent

OPTIONS

FINISH	ACCENT	LAMPING
Coastal Black - 10	Black - 10	Incandescent
Coastal Natural Iron - 20	Natural Iron - 20	
Coastal Gold - 70	Coastal Gold - 70	
Coastal Mahogany - 73	Coastal Mahogany - 73	
Coastal Bronze - 75	Coastal Bronze - 75	
Coastal Dark Smoke - 77	Coastal Dark Smoke - 77	
Coastal Burnished Steel - 78	Coastal Burnished Steel - 78	

SPECIFICATIONS

Erlenmeyer Dark Sky Friendly Outdoor Sconce
Base Item #: 307716
Configured Item #: 307716-1002
307716-SKT-10-70

Aluminum direct wire exterior sconce with finish options. Includes a bulb shield in your choice of accent finish which focuses the light downwards. Designed and built to Dark Sky standards.

- Handcrafted to order by skilled artisans in Vermont, USA
- Lifetime Limited Warranty when installed in residential setting
- Features our robust Coastal Outdoor finish specifically formulated to resist some of the harshest environmental conditions.

Dimensions

Height	11.30"
Width	5.00"
Projection	5.10"
Product Weight	2.00 lbs
Backplate	9.90" x 5.00"
Vertical Mounting Height	4.90"
Packed Weight	5.00 lbs
Shipping (DIM) Weight	28.00 lbs

Incandescent Lamping
Socket: G-9 Halogen
Bulb: G-9, 60W Max
Number of Bulbs: 1 (included)
IES Files Available: Y

Location Rating
Outdoor Wet

Safety Rating
UL, CUL listed

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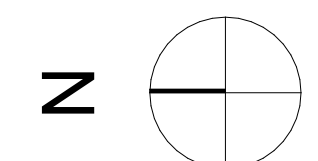


EXHIBIT D



RESIDENTIAL SNOWMELT INSTALLATION CERTIFICATE

PROPERTY OWNER'S NAME: _____

PROPERTY ADDRESS: _____

LEGAL DESCRIPTION: _____

PARCEL NUMBER: _____

INSTALLATION CONTRACTOR INFORMATION

COMPANY NAME: _____

CONTRACTOR ADDRESS: _____

CONTRACTOR PHONE: _____

CONTRACTOR EMAIL: _____

Pursuant to the requirements of Right-of-Way Encroachment Agreement # _____, the installation contractor certifies the following:

_____ I certify that the system proposed meets all requirements of the International Energy Conservation Code (2018 IECC, 403.12.2).

_____ I certify that insulation will be installed below and along the perimeter of the system and that the insulation is rated _____.

_____ I certify that the boiler/heatpump/other (circle one) operates at a _____ percent efficiency.

Boiler/Heatpump Model Number: _____

Other: _____

_____ I certify that geofabric will be installed under the pavers to ensure positive drainage off the driveway or sidewalk.

_____ I certify that the system will be operated by an electronic main control board that optimizes the way the system functions and minimizes inefficiencies to the greatest degree possible.

_____ I certify that the system will be installed with in-ground control sensors, linked to the main control board, that detect snow and ice on the surface, monitor the sidewalk or driveway temperature, and automatically activates the system to be turned on or off based on the snow condition and air temperature.

By, Installation Contractor:

Print Name: _____

Signature: _____

Date: _____

By, Owner:

Print Name: _____

Signature: _____

Date: _____

STATE OF _____,)

) ss.

County of _____.)

On this ____ day of _____, 2022, before me, the undersigned Notary Public in and for said State, personally appeared _____ (Installation Contractor), known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same.

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

Notary Public for _____

Residing at _____

Commission expires _____

STATE OF _____,)

) ss.

County of _____.)

On this ____ day of _____, 2022, before me, the undersigned Notary Public in and for said State, personally appeared _____ (Owner), known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same.

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

Notary Public for _____
Residing at _____
Commission expires _____



City of Ketchum

October 3, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Hold a Public Hearing and Approve the Warm Springs Ranch Residences Lot 10A Lot Line Shift Final Plat & Findings of Fact, Conclusions of Law, and Decision.

Recommendation and Summary

Staff recommends the Ketchum City Council hold a public hearing and approve the Lot Line Shift Final Plat submitted by Dave Patrie of Benchmark Associates on behalf of property owner Sun Valley 16 LLC to add a building envelope to Lot 10, creating Lot 10A.

Recommended Motion: "I move to approve the Warm Springs Ranch Residences Lot 10A Final Plat & Findings of Fact, Conclusions of Law, and Decision."

The reasons for the recommendation are as follows:

- The request to add a building envelope meets all applicable standards for Readjustment of Lot Lines as specified in Ketchum Municipal Code's Subdivision (Title 16) regulations.
- The application meets the standards required for the Readjustment of Lot Lines procedure. See the draft Findings of Fact, Conclusions of Law, and Decision (Attachment B).

Analysis

Lot 10 was originally platted as part of the Warm Springs Ranch Residences in 2021. Building envelopes are required to be shown on a lot which contains either floodway, floodplain, or avalanche zone. Lot 10 contains floodway, floodplain, and avalanche zone but did not have a building envelope placed on the lot as part of the final plat process for the Warm Springs Ranch Residences in 2021. The proposed lot line shift application adds a building envelope to Lot 10 which matches the dimensions of other building envelopes within the Warm Springs Ranch Residences subdivision. The proposed lot line shift application will meet lot size, lot width requirements along with the requirements specified in Ketchum Municipal Code's Subdivision (Title 16) regulations.

The hearing for this action was properly noticed and no public comment has been received as of September 28, 2022.

Financial Impact

None

Attachments

Warm Springs Ranch Residences Lot 10A Plat
Draft Findings of Fact, Conclusions of Law, and Decision

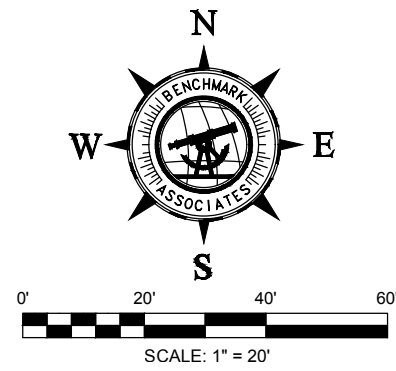
Attachment A:
Warm Springs Ranch Lot 10A Plat

WARM SPRINGS RANCH RESIDENCES: BLOCK 2, LOT 10A

LOCATED WITHIN: SECTION 12, TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M.,
CITY OF KETCHUM, BLAINE COUNTY, IDAHO

WHEREIN A BUILDING ENVELOPE IS ESTABLISHED FOR WARM SPRINGS RANCH RESIDENCES, LOT 10.

AUGUST 2022



LEGEND

	LOT BOUNDARY
	ADJOINING PROPERTY LINES
	NEW BUILDING ENVELOPE
	EXISTING BUILDING ENVELOPE
	CENTERLINE ROAD R.O.W.
	EASEMENT LINE - TYPE & WIDTH AS SHOWN
	10' PUE & SNOW STORAGE ESMT.
	1% ANNUAL CHANCE FLOOD LINE - PER FEMA 2010
	ORDINARY HIGH WATER
	25' RIPARIAN SETBACK & SCENIC ESMT.
	10' FISHERMAN'S & NATURE STUDY ESMT.
	BLUE AVALANCHE LINE (MEARS, 2001)
	RED AVALANCHE LINE (MEARS, 2001)
	WARM SPRINGS CREEK
	FOUND 1/2" REBAR (MARKED AS NOTED)
	FOUND 5/8" REBAR (MARKED AS NOTED)
	FOUND BRASS CAP
	CALCULATED POINT - NO MONUMENT SET
	WITNESS CORNER
	W.C.

SURVEYOR'S NARRATIVE:

- THE PURPOSE OF THIS PLAT IS TO ESTABLISH A BUILDING ENVELOPE FOR LOT 10, WARM SPRINGS RANCH RESIDENCES. FOUND MONUMENTS WERE ACCEPTED AS EITHER ORIGINAL OR REPLACEMENTS OF ORIGINAL CORNERS.
- DIMENSIONS SHOWN HEREON ARE MEASURED. FOR RECORD DIMENSIONS, SEE REFERENCED SURVEYS.
- DOCUMENTS USED IN THE COURSE OF THIS SURVEY:
 - ORIGINAL PLAT OF "WARM SPRINGS RANCH LARGE BLOCK PLAT, INST. NO. 688398.
 - ORIGINAL PLAT OF "WARM SPRINGS RANCH RESIDENCES", INST. NO 688399.

NOTES:

- REFER TO THE ORIGINAL PLATS LISTED ABOVE AND TO THE "DECLARATION ESTABLISHING COVENANTS, CONDITIONS AND RESTRICTIONS FOR WARM SPRINGS RANCH RESIDENCES", INST. NO. 688400 FOR CONDITIONS, RESTRICTIONS AND PLAT NOTES GOVERNING THIS PROPERTY.

HEALTH CERTIFICATE

Sanitary restrictions as required by Idaho Code Title 50, Chapter 13, have been satisfied. Sanitary restrictions may be reimposed, in accordance with Idaho Code Title 50, Chapter 13, Section 50-1326, by the issuance of a certificate of disapproval.

Date: _____
South Central Public Health District, REHS



	WARM SPRINGS RANCH RESIDENCES: BLOCK 2, LOT 10A	
	LOCATED WITHIN: SECTION 12, T4N, R17E, B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO	
PREPARED FOR: SUN VALLEY 16, LLC		
PROJECT NO. 22123	DWG BY: ROB/CPL	FILE: 22123PG1.DWG
FINAL PLAT	DATE: 08/12/2022	SHEET: 1 OF 3

CURVE DATA

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	137.00'	16.87'	16.86'	S36°56'42"E	7°03'15"

PREPARED BY: BENCHMARK ASSOCIATES

WARM SPRINGS RANCH RESIDENCES: BLOCK 2, LOT 10A

OWNER'S CERTIFICATE

THIS IS TO CERTIFY that SUN VALLEY 16, LLC, an Idaho limited liability company is the owner in fee simple of Real Property described as follows:

A parcel of land located within Section 12, Township 4 North, Range 17 East, Boise Meridian, Ketchum, Idaho, more particularly described as follows:

Lot 10, Block 2 of WARM SPRINGS RANCH RESIDENCES, as shown on the official plat thereof, recorded as Instrument No. 688399, records of Blaine County, Idaho.

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

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

IN WITNESS WHEREOF, I have hereunto set my hand.

SUN VALLEY 16 LLC, an Idaho limited liability company

By: _____

Its: _____

Signed this _____ day of _____, 20__.

ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF _____)

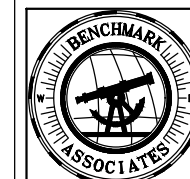
On this _____ day of _____, in the year of 20____, before me, the undersigned, personally appeared _____, known or identified to me (or proved to me), to be the Manager of SUN VALLEY 16, LLC, an Idaho limited liability company and acknowledged to me that he and said limited liability company executed the same.

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

Notary Public

Residing at: _____

Commission Expires: _____



WARM SPRINGS RANCH RESIDENCES: BLOCK 2, LOT 10A

LOCATED WITHIN: SEC. 12, T4N, R17E, B.M.,
CITY OF KETCHUM, BLAINE COUNTY, IDAHO

PREPARED FOR: SUN VALLEY 16, LLC

PROJECT NO. 22123	DWG BY: CPL	FILE: 22123CRTDWG
FINAL PLAT	DATE: 08/12/2022	SHEET: 2 OF 3

WARM SPRINGS RANCH RESIDENCES: BLOCK 2, LOT 10A

SURVEYOR'S CERTIFICATE

I, Robert O. Breier, a duly Registered Professional Land Surveyor in the State of Idaho, do hereby certify that this is a true and accurate map of the land surveyed under my direct supervision in accordance with the State of Idaho Code relating to plats and surveys.

ROBERT O. BREIER, P.L.S. #20893



COUNTY SURVEYOR'S APPROVAL

This is to certify that I, SAM YOUNG, County Surveyor for Blaine County, Idaho, have checked the foregoing plat and computations for making the same and have determined that they comply with the laws of the State of Idaho relating thereto.

_____ BLAINE COUNTY SURVEYOR

_____ DATE

BLAINE COUNTY TREASURER'S CERTIFICATE

On this ____ day of _____, 20____, the foregoing plat was approved and accepted by the Blaine County Treasurer, Blaine County, Idaho.

By: _____

BLAINE COUNTY RECORDER'S CERTIFICATE

KETCHUM CITY COUNCIL CERTIFICATE

I, the undersigned, City Clerk in and for the City of Ketchum, Blaine County, Idaho do hereby certify that at a regular meeting of the City Council held on the ____ day of _____, 2022, this plat was duly accepted and approved.

_____, City Clerk

CITY ENGINEER'S CERTIFICATE

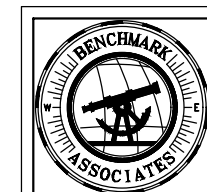
I, the undersigned, City Engineer in and for the City of Ketchum, Blaine County, Idaho do hereby approve this plat on this ____ day of _____, 2022, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

SHERRI NEWLAND, City Engineer

CITY PLANNER'S CERTIFICATE

I, the undersigned, Planner in and for the City of Ketchum, Blaine County, Idaho do hereby approve this plat on this ____ day of _____, 2022, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

By: _____



**WARM SPRINGS RANCH
RESIDENCES: BLOCK 2, LOT 10A**

LOCATED WITHIN: SEC. 12, T4N, R17E, B.M.,
CITY OF KETCHUM, BLAINE COUNTY, IDAHO

PREPARED FOR: SUN VALLEY 16, LLC

<small>PROJECT NO. 22123</small>	<small>DWG BY: CPL</small>	<small>FILE: 22123CRTDWG</small>	
<small>FINAL PLAT</small>	<small>DATE: 08/12/2022</small>	<small>SHEET: 3 OF 3</small>	

Attachment B:
Findings of Fact, Conclusions of Law, and
Decision



City of Ketchum
Planning & Building

IN RE:)
)
Warm Springs Ranch Residences Lot 10A Lot Line Shift) KETCHUM CITY COUNCIL
Lot Line Shift) FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
Date: October 03, 2022) DECISION
)
File Number: P22-055)

Findings Regarding Application Filed

PROJECT: Warm Springs Ranch Residences Lot Line Shift
APPLICATION TYPE: Lot Line Shift (Building Envelope Addition)
FILE NUMBER: P22-055
OWNER: Sun Valley 16 LLC
REPRESENTATIVE: Dave Patrie, Benchmark Associates
REQUEST: Building Envelope Addition (Lot Line Shift)
LOCATION: 121 Mountain Creek Drive (Lot 10 of Warm Springs Ranch Subdivision)
NOTICE: A public hearing notice was mailed to all property owners within 300 feet of the project site and political subdivisions on September 14, 2022. The public hearing notice was published in the Idaho Mountain Express on September 14, 2022.
ZONING: General Residential - Low Density (GR-L) Zoning District

Findings Regarding Application Filed

Lot 10 was originally platted as part of the Warm Springs Ranch Residences in 2021. Building envelopes are required to be shown on a lot which contains either floodway, floodplain, or avalanche zone. Lot 10 contains floodway, floodplain and avalanche zone but did not have a building envelope placed on the lot as part of the final plat process for the Warm Springs Ranch Residences in 2021. The proposed lot line shift application adds a building envelope to Lot 10 which matches the dimensions of other building envelopes within the Warm Springs Ranch Residences subdivision. The proposed lot line shift application will meet lot size, lot width requirements along with the requirements specified in Ketchum Municipal Code’s Subdivision (Title 16) regulations.

Findings Regarding Readjustment of Lot Lines (KMC §16.04.060)

Consistent with Ketchum Municipal Code (KMC) §16.04.020, the proposal meets the definition of Readjustment of Lot Lines because: (1) Lot 10A of Warm Springs Ranch Subdivision complies with the dimensional standards

required for properties located within General Residential – Low Density (GR-L) Zoning District, and (2) the proposal does not create additional lots or dwelling units.

Readjustment of Lot Lines: A change or modification of the boundary lines between existing lots or parcels of land or between dwelling units which does not reduce the area, frontage, width, depth or building setback lines of each lot below the minimum zoning requirements and which does not create additional lots or dwelling units. "Readjustment of lot lines" includes other minor changes to a subdivision, condominium, or townhouse plat such as, but not limited to, notation changes, boundary shifts and removal of lot line(s), each of which do not reduce the area, frontage, width, depth or building setback lines of each lot below the minimum zoning requirements nor create additional lots or dwelling units (KMC §16.04.020).

All land, condominium, and townhouse subdivisions within the City of Ketchum are subject to the standards contained in Ketchum Municipal Code, Title 16, Subdivision Regulations. Pursuant to KMC §16.04.010.D, the change or modification of boundary lines, whether or not any additional lot is created, shall comply with these regulations. Many subdivision standards are related to the design and construction of multiple new lots that will form new blocks and infrastructure, such as streets that will be dedicated and maintained by the City. The standards for certain improvements (KMC §16.04.040), including street, sanitary sewage disposal, and planting strip improvements, are not applicable to the subject project as the application proposes to create a building envelope. As conditioned, the proposed Warm Springs Ranch Residences Lot 10A Plat meets the standards for Readjustment of Lot Lines under Title 16 of Ketchum Municipal Code.

Table 1: Findings Regarding Contents of Final Plat and Subdivision Design & Development Requirements

Findings Regarding Contents of Final Plat and Subdivision Design & Development Requirements				
Compliant			Standards and Council Findings	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K	<p>Contents Of Final Plat: The final plat shall be drawn at such a scale and contain such lettering as to enable same to be placed upon sheets of eighteen inch by twenty four inch (18" x 24") Mylar paper with no part of the drawing nearer to the edge than one-half inch (1/2"), and shall be in conformance with the provisions of title 50, chapter 13, Idaho Code. The reverse side of such sheet shall not be used for any portion of the drawing, but may contain written matter as to dedications, certificates, signatures, and other information. The contents of the final plat shall include all items required under title 50, chapter 13, Idaho Code, and also shall include the following:</p> <p><i>Council Findings</i> The mylar paper shall be prepared following Ketchum City Council review and approval of the Final Plat application and shall meet these standards.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.1	<p>Point of beginning of subdivision description tied to at least two (2) governmental survey corners, or in lieu of government survey corners, to monuments recognized by the city engineer.</p> <p><i>Council Findings</i> As conditioned, this standard shall be met. The plat mylar shall show a minimum of two Blaine County Survey Control Monuments with ties to the property and an inverse between the two monuments. The Survey Control Monuments shall be clearly identified on the face of the map.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.2	<p>Location and description of monuments.</p> <p><i>Council Findings</i> As conditioned, this standard shall be met. The final plat mylar shall show the location and description of monuments.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.3	<p>Tract boundary lines, property lines, lot lines, street right of way lines and centerlines, other rights of way and easement lines, building envelopes as required on the final plat, lot area of each lot, boundaries of floodplain and floodway and avalanche district, all with bearings, accurate dimensions in feet and decimals, in degrees and minutes and radii, arcs, central angles, tangents and chord lengths of all curves to the above accuracy.</p> <p><i>Council Findings</i> This standard has been met. Fisherman and scenic easements are indicated on the plat. Floodplain, floodway and avalanche boundaries are indicated. The required building envelope is also shown on the plat.</p>

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.4	Names and locations of all adjoining subdivisions.
			Council Findings	<i>All adjacent subdivisions are noted.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.5	Name and right of way width of each street and other public rights of way.
			Council Findings	<i>This standard has been met. The plat indicates the width of Mountain Creek Drive.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.6	Location, dimension and purpose of all easements, public or private.
			Council Findings	<i>The plat indicates easements such as fisherman's access and scenic easements.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.7	The blocks numbered consecutively throughout each block.
			Council Findings	<i>This standard has been met.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.8	The outline of any property, other than a street, alley or easement, which is offered for dedication to public use, fully dimensioned by distances and bearings with the area marked "Dedicated to the City of Ketchum for Public Use", together with any other descriptive language with regard to the precise nature of the use of the land so dedicated.
			Council Findings	<i>N/A as no new dedication is being proposed.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.9	The title, which shall include the name of the subdivision, the name of the city, if appropriate, county and state, and the location and description of the subdivision referenced to section, township, range.
			Council Findings	<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.10	Scale, north arrow and date.
				<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.11	Location, width, and names of all existing or dedicated streets and other public ways within or adjacent to the proposed subdivision
			Council Findings	<i>This standard has been met. Mountain Creek Drive is indicated on the plat.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.12	A provision in the owner's certificate referencing the county recorder's instrument number where the condominium declaration(s) and/or articles of incorporation of homeowners' association governing the subdivision are recorded.
			Council Findings	<i>This standard is not applicable.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.13	Certificate by registered engineer or surveyor preparing the map certifying to the accuracy of surveying plat.
			Council Findings	<i>As conditioned, this standard will be met prior to recordation of the Final Plat. The signature block page shall include the surveyor's certification.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.14	A current title report of all property contained within the plat.
			Council Findings	<i>This standard has been met. A title report was submitted for the properties.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.15	Certification of owner(s) of record and all holders of security interest(s) of record with regard to such property.
			Council Findings	<i>As conditioned, this standard will be met prior to recordation of the Final Plat. The signature block page shall include a certificate of ownership and associated acknowledgement from all owners and holders of security interest with regard to the subject property, which shall be signed following Ketchum City Council review and approval of the application and prior to recordation of the Final Plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.16	Certification and signature of engineer (surveyor) verifying that the subdivision and design standards meet all city requirements.
			Council Findings	<i>As conditioned, this standard will be met prior to recordation of the Final Plat. The signature block page shall include the certification and signature of the surveyor verifying that the subdivision and design standards meet all City requirements.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.17	Certification and signature of the city engineer verifying that the subdivision and design standards meet all city requirements.

			Council Findings	<i>As conditioned, this standard will be met prior to recordation of the Final Plat. The signature block page shall include the City Engineer's approval and verification that the subdivision and design standards meet all City requirements.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.18	Certification and signature of the city clerk of the city of Ketchum verifying that the subdivision has been approved by the council.
			Council Findings	<i>As conditioned, this standard will be met prior to recordation of the Final Plat. The signature block page shall include the certification and signature of the City Clerk verifying the subdivision has been approved by City Council.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.19	Notation of any additional restrictions imposed by the council on the development of such subdivision to provide for the public health, safety and welfare.
			Council Findings	<i>N/A. This standard is not applicable as no additional restrictions are necessary to provide for the public health, safety, and welfare.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.L	Final Plat Copies: Both a hard copy and a digital copy of the final plat shall be filed with the administrator prior to being placed upon the Council's agenda. A digital copy of the final plat as approved by the council and signed by the city clerk shall be filed with the administrator and retained by the city. The applicant shall also provide the city with a digital copy of the recorded document with its assigned legal instrument number.
			Council Findings	<i>This standard has been met.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.A	Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city.
			Council Findings	<i>This standard is not applicable as no additional improvements are required or proposed for the building envelope addition.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.B	Improvement Plans: Prior to approval of final plat by the Council, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.
			Council Findings	<i>This standard is not applicable as no additional improvements are required or proposed for the building envelope addition.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.C	Performance Bond: Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather, factors beyond the control of the subdivider, or other conditions as determined acceptable at the sole discretion of the city, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be two years or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.
			Council Findings	<i>This standard is not applicable as no additional improvements are required or proposed for the building envelope addition.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.D	As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.

			Council Findings	<i>This standard is not applicable as no additional improvements are required or proposed for the building envelope addition.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.E	<p>Monumentation: Following completion of construction of the required improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows:</p> <ol style="list-style-type: none"> 1. All angle points in the exterior boundary of the plat. 2. All street intersections, points within and adjacent to the final plat. 3. All street corner lines ending at boundary line of final plat. 4. All angle points and points of curves on all streets. 5. The point of beginning of the subdivision plat description.
			Council Findings	<i>This standard is not applicable as no additional improvements are required or proposed for the building envelope addition.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.F	<p>Lot Requirements:</p> <ol style="list-style-type: none"> 1. Lot size, width, depth, shape and orientation and minimum building setback lines shall be in compliance with the zoning district in which the property is located and compatible with the location of the subdivision and the type of development, and preserve solar access to adjacent properties and buildings. 2. Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contains land with a slope in excess of twenty five percent (25%), based upon natural contours, or creates corner lots at the intersection of two (2) or more streets, building envelopes shall be shown for the lot(s) so affected on the preliminary and final plats. The building envelopes shall be located in a manner designed to promote harmonious development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. Also, building envelopes shall be located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, watercourses and topographical features. Structures may only be built on buildable lots. Lots shall only be created that meet the definition of "lot, buildable" in section 16.04.020 of this chapter. Building envelopes shall be established outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following: <ol style="list-style-type: none"> a. For lot line shifts of parcels that are entirely within slopes of twenty five percent (25%) or greater to create a reasonable building envelope, and mountain overlay design review standards and all other city requirements are met. b. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section. 3. Corner lots outside of the original Ketchum Townsite shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use. 4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line. 5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts. 6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat. Minimum lot sizes in all cases shall be reversed frontage lot(s).
			Council Findings	<i>Standard #1 has been met. Lot 1A complies with the dimensional standards required for lots within the GR-L Zone. The lot contains floodplain and therefor has a building envelope indicated. Standards #3-6 are not applicable</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.G	<p>G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</p> <ol style="list-style-type: none"> 1. No block shall be longer than one thousand two hundred feet (1,200'), nor less than four hundred feet (400') between the street intersections, and shall have sufficient depth to provide for two (2) tiers of lots. 2. Blocks shall be laid out in such a manner as to comply with the lot requirements. 3. The layout of blocks shall take into consideration the natural topography of the land to promote access within the subdivision and minimize cuts and fills for roads

				<p>and minimize adverse impact on environment, watercourses and topographical features.</p> <p>4. Except in the original Ketchum Townsite, corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.</p>
			Council Findings	<i>This application does not create a new block. This requirement is not applicable.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H	<p>Street Improvement Requirements:</p> <ol style="list-style-type: none"> 1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land; 2. All streets shall be constructed to meet or exceed the criteria and standards set forth in chapter 12.04 of this code, and all other applicable ordinances, resolutions or regulations of the city or any other governmental entity having jurisdiction, now existing or adopted, amended or codified; 3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad or limited access highway right of way, the council may require a frontage street, planting strip, or similar design features; 4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods; 5. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven percent (7%) so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing; 6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated; 7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended; 8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line; 9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°); 10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets; 11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited; 12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets; 13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the County Assessor's office before submitting same to council for preliminary plat approval; 14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills; 15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets; 16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;

				<p>17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement;</p> <p>18. Street lighting shall be required consistent with adopted city standards and where designated shall be installed by the subdivider as a requirement improvement;</p> <p>19. Private streets may be allowed upon recommendation by the commission and approval by the Council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section and chapter 12.04 of this code;</p> <p>20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the Administrator and shall be consistent with the type and design of existing street signs elsewhere in the City;</p> <p>21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by the subdivider. Such construction or improvement shall be in accordance with adopted standard specifications;</p> <p>22. Sidewalks, curbs and gutters shall be required consistent with adopted city standards and where designated shall be a required improvement installed by the subdivider;</p> <p>23. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights-of-way unless approved by the City Council; and</p> <p>24. No new public or private streets or flag lots associated with a proposed subdivision (land, planned unit development, townhouse, condominium) are permitted to be developed on parcels within the Avalanche Zone.</p>
			Council Findings	<i>This standard is not applicable. This proposal does not create new street, private road, or bridge.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.I	<p>Alley Improvement Requirements: Alleys shall be provided in, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead end alleys shall be permitted only within the original Ketchum Townsite and only after due consideration of the interests of the owners of property adjacent to the dead-end alley including, but not limited to, the provision of fire protection, snow removal and trash collection services to such properties. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.</p>
			Council Findings	<i>This standard is not applicable as no new alleys are being created.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.J	<p>Required Easements: Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.</p> <p>1. A public utility easement at least ten feet (10') in width shall be required within the street right-of-way boundaries of all private streets. A public utility easement at least five feet (5') in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the City Engineer to be necessary for the provision of adequate public utilities.</p> <p>2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse.</p> <p>3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the Council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the Council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision.</p> <p>4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') scenic easement upon which no permanent structure</p>

			<p>shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion.</p> <p>5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.</p> <p>6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the City.</p>
			<p>Council Findings <i>Standards #1-#4 have been met. Standards #5 & #6 are not applicable.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>16.04.040.K Sanitary Sewage Disposal Improvements: Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the City Engineer, Council and Idaho Health Department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho Department of Health and the Council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the Council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety and welfare.</p>
			<p>Council Findings <i>This standard is not applicable as no new subdivision is being created.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>16.04.040.L Water System Improvements: A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the City under the supervision of the Ketchum Fire Department and other regulatory agencies having jurisdiction. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall be permitted. All water systems shall be connected to the Municipal water system and shall meet the standards of the following agencies: Idaho Department of Public Health, Idaho Survey and Rating Bureau, District Sanitarian, Idaho State Public Utilities Commission, Idaho Department of Reclamation, and all requirements of the City.</p>
			<p>Council Findings <i>This standard is not applicable as no new subdivision is being created.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>16.04.040.M Planting Strip Improvements: Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.</p>
			<p>Council Findings <i>This standard is not applicable as no new subdivision is being created. The lot is not adjoining to any incompatible uses or features.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>16.04.040.N Cuts, Fills, And Grading Improvements: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following:</p> <ol style="list-style-type: none"> 1. A preliminary soil report prepared by a qualified engineer may be required by the commission and/or Council as part of the preliminary plat application. 2. Preliminary grading plan prepared by a civil engineer shall be submitted as part of all preliminary plat applications. Such plan shall contain the following information: <ol style="list-style-type: none"> a. Proposed contours at a maximum of five foot (5') contour intervals. b. Cut and fill banks in pad elevations. c. Drainage patterns. d. Areas where trees and/or natural vegetation will be preserved.

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

				to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.
			Council Findings	<i>This standard is not applicable as no off-site improvements are required for the application</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.R	Avalanche And Mountain Overlay: All improvements and plats (land, planned unit development, townhouse, condominium) created pursuant to this chapter shall comply with City of Ketchum Avalanche Zone District and Mountain Overlay Zoning District requirements as set forth in Title 17 of this Code.
			Council Findings	<i>The proposed plat indicates the avalanche hazard area and complies with the Avalanche Zone District requirements in Title 17 of the Ketchum Municipal Code</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.S	Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			Council Findings	<i>This standard is not applicable as no changes to existing features on the property are proposed.</i>

CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code and is required and has exercised its authority pursuant to the Local Land Use Planning Act codified at Chapter 65 of Title 67 Idaho Code and pursuant to Chapters 3, 9 and 13 of Title 50 Idaho Code to enact the ordinances and regulations, which ordinances are codified in the Ketchum City Code (“KMC”) and are identified in the Findings of Fact and which are herein restated as Conclusions of Law by this reference and which city ordinances govern the applicant’s application for the development and use of the project site.
2. The Council has authority to hear the applicant’s Lot Line Shift Application pursuant to Chapter 16.04 of Ketchum Code Title 16.
3. The City of Ketchum Planning Department provided adequate notice for the review of this application.
4. The Lot Line Shift (Readjustment of Lot Lines) application is governed under Sections 16.04.010, 16.04.020, 16.04.030, and 16.04.060 of Ketchum Municipal Code Chapter 16.04.
5. As conditioned, the proposed Lot Line Shift meets the standards for approval under Title 16 of Ketchum Municipal Code.

DECISION

THEREFORE, the Ketchum City Council **approves** the Warm Springs Ranch Residences Lot 10A Lot Line Shift Application this Monday, October 3rd, 2022 subject to the following conditions:

CONDITIONS OF APPROVAL

1. The amended plat mylar shall meet all conditions specified in Table 1: Findings Regarding Contents of Final Plat and Subdivision Design & Development Requirements.
2. The amended plat shall meet all governing ordinances, requirements, and regulations of the Fire Department (2012 International Fire Code and local Fire Protection Ordinance No. 1125), Building Department (2012 International Building Code, the 2012 International Residential Code, and Title 15 of Ketchum Municipal Code), Utilities Department, Street Department (Title 12 of Ketchum Municipal Code), and the City Engineer.

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

Findings of Fact **adopted** this 3rd day of October 2022

Neil Bradshaw, Mayor



City of Ketchum
Planning & Building

October 3, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to review and adopt Interim Ordinance 1234 establishing minimum residential densities in specific zoning districts, regulating the consolidation of lots in areas of Ketchum, prohibiting reduction of dwelling units in conjunction with new development projects, clarifying parking requirements for uses in the community core and tourist zones, modifying development standards and uses in certain zone districts, and modifying the design review criteria for new development

Recommendation and Summary

Staff recommends the City Council review, take public comment, and hold the second reading of Interim Ordinance 1234 related to residential density and downtown vibrancy within the city. As proposed, the ordinance would be in effect for a period of 365 days (1 year) while the permanent ordinance is prepared.

Recommended Motion: "I move to approve the second reading of Interim Ordinance 1234, by title only, and schedule the third reading for October 17, 2022."

Reason for Recommendation:

- Businesses are closing, reducing hours, and struggling to hire new staff.
- Ketchum lacks available office, retail, and restaurant space, limiting the ability for businesses to start or expand within Ketchum.
- Ketchum has a severe shortage of housing, which has a negative impact on businesses, the vibrancy of the downtown, and the community.
- Development permitted under the current zoning regulations result in low-density residential development in areas where the 2014 Ketchum Comprehensive Plan envisions medium to high density residential and vibrant mixed-use development
- The Planning and Zoning Commission (the "Commission") reviewed the draft ordinance at a special meeting on August 16, 2022, and recommended the ordinance be forwarded to City Council for review and adoption.
- The City Council held first reading of Interim Ordinance 1234 and motioned to continue the process for a second reading on September 19, 2022.

Introduction and Background

At the regular meeting of the City Council on September 19, 2022, the first reading was conducted of Interim Ordinance 1234. For discussion, staff provided background information on the process to date, overview of the proposed ordinance, comments from the Planning and Zoning Commission, and staff recommendations moving forward. A copy of the staff report and all attachments can be found as Attachment A to this report.

City Council discussed three items recommended by staff including the applicability threshold of the ordinance, location of community housing units, and comprehensive plan conformance for certain projects. The City Council did not request specific additional information from staff related to the discussion items but indicated further discussion would be had during the second reading.

If the interim ordinance is moved forward to a third reading, the reading would be scheduled for October 17, 2022. If approved following the third reading, the publication summary would be published in the paper and the ordinance would be effective as of October 26, 2022, for a period of 365 days. During the interim period, staff will evaluate the elements of the interim ordinance, gather feedback on the implementation of the ordinance from industry professionals, and begin preparation of a permanent ordinance for review by the Planning and Zoning Commission and City Council.

Sustainability

The proposed interim ordinance has the potential to create positive change for the city's sustainability goals. Increased housing density in the community core and ski base areas has the potential to reduce commuting distances between home and work for Ketchum's workforce. This, in turn, could decrease emissions from single passenger vehicles. Additionally, the interim ordinance provides exemptions for certain commercial uses and limits the amount of parking constructed in new projects. By reducing parking requirements, the city further encourages the use of alternative transportation options such as walking, biking, or public transportation.

Financial Impact

The interim ordinance may result in increased revenue from impact fees associated with the construction of additional housing units, however, this will depend on the number of development projects each year.

Attachments

- A. Interim Ordinance 1234 – clean
- B. Staff Report and Attachments – September 19, 2022 City Council Hearing

ORDINANCE 1234

AN INTERIM ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, TO IMPLEMENT REVISED DEVELOPMENT STANDARDS THAT REQUIRE MINIMUM RESIDENTIAL DENSITIES IN CERTAIN ZONE DISTRICTS FOR CERTAIN PROJECTS; REGULATE THE CONSOLIDATION OF LOTS IN CERTAIN ZONE DISTRICTS; PROHIBIT THE REDUCTION OF DWELLING UNITS IN CONJUNCTION WITH DEVELOPMENT PROJECTS; CLARIFY PARKING REQUIREMENTS FOR RETAIL AND OFFICE USES IN THE CC AND T ZONE DISTRICTS; AMEND THE USES PERMITTED IN THE CC-2 AND A PORTION OF THE T ZONE DISTRICT; ADD REQUIREMENTS FOR DEVELOPMENTS WITHIN CERTAIN ZONE DISTRICTS RELATED TO SQUARE FOOTAGE OF USES, LOCATION OF USES, AND PARKING; AND ADD DESIGN REVIEW CRITERIA FOR DEVELOPMENTS IN CERTAIN ZONE DISTRICTS; PROVIDING FOR PUBLICATION BY SUMMARY; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE AND A SUNSET DATE.

WHEREAS, Idaho Code Section 67-6524 authorizes local jurisdictions to enact interim ordinances, effective up to one (1) year, during the pendency of preparation and adoption of a permanent ordinance; and

WHEREAS, the State of Idaho and the Idaho Housing and Finance Association has stated that access to workforce housing has become a statewide challenge impacting urban, rural, and resort communities, resulting in a proposal for a state-led gap financing program for development of workforce housing; and

WHEREAS, the 2014 Ketchum Comprehensive Plan identifies ten core values vital to the City's ability to achieve its vision including 1) A Strong and Diverse Economy, 2) Vibrant Downtown, and 4) A Variety of Housing Options; and

WHEREAS, the City of Ketchum (the "City") is experiencing a significant population increase and a severe shortage of housing for the local workforce at all income levels which is threatening the livelihood and straining the resources of the City, its citizens, and its businesses; and

WHEREAS, businesses in Ketchum have been forced to reduce operating hours in the past two years due to lack of workforce; and

WHEREAS, the City's average annual population growth rate is approximately 1%, however, the population of the City increased 25% from 2019 to 2020; and

WHEREAS, the City collects housing specific data and is developing a Housing Action Plan to address the immediate need for more housing in the City; and

WHEREAS, the City lost 475 long-term rental and ownership housing units from 2000 to 2019; and

WHEREAS, in addition to the 475 housing units lost, the Housing Action Plan Summary and Findings identify the need to build, convert, or stabilize between 65 and 100 housing units annually in the City to ensure adequate housing for the City's workforce and support the dynamic demands of a resort community economy; and

WHEREAS, from 1990 to 2009, approximately 290 units were constructed for an average of 15 units per year. From 2010 to 2020, only 92 units were constructed for an average of 9 units per year, a significant decrease from previous years; and

WHEREAS, the City is experiencing an increase in the redevelopment of property as more than half of the City's housing stock was built before 1980 and there are a limited number of vacant properties within city limits; and

WHEREAS, development permitted under the current zoning regulations result in low-density residential development in areas where the 2014 Ketchum Comprehensive Plan envisions medium to high density residential and vibrant mixed-use development; and

WHEREAS, staff presented options for addressing housing issues to the Planning and Zoning Commission at a special meeting on February 15, 2022. At that meeting, the Planning and Zoning Commission directed staff to prepare a draft emergency ordinance reflecting proposed changes for review; and

WHEREAS, the Planning and Zoning Commission met on March 8, 2022, and March 29, 2022, to discuss the draft emergency ordinance and obtain public input related to the proposed changes and recommended on March 29, 2022, the emergency ordinance be adopted by City Council; and

WHEREAS, the City Council met on April 18, 2022, to review the draft emergency ordinance and recommendation from the Planning and Zoning Commission. At said meeting, the City Council declined to approve the emergency ordinance as presented and directed staff to conduct additional community engagement and prepare an interim ordinance reflecting additional feedback from the community; and

WHEREAS, the City conducted a community workshop to gather additional feedback on the proposed changes June 28, 2022, attended by members of the City Council, Planning and Zoning Commission, and the public. Said workshop was followed by a community survey requesting feedback on the same topic; and

WHEREAS, the Planning and Zoning Commission held a public hearing on August 16, 2022 to review this interim ordinance, as prepared by staff, reflecting significant feedback from the community; and

WHEREAS, the Planning and Zoning Commission recommended approval of this interim ordinance at a special meeting on August 16, 2022; and

WHEREAS, the City Council held a public hearing on September 19, 2022 to review the interim ordinance, information from staff, and recommendations from the Planning and Zoning Commission; and

WHEREAS, The City Council held [*insert number of readings*] readings of the interim ordinance on [*insert dates of hearings*] resulting in approval of this interim ordinance; and

WHEREAS, the Planning and Zoning Commission hearings and City Council hearings were duly noticed per the requirements of Idaho Code Section 67-6509; and

WHEREAS, the provisions of this ordinance are temporary in nature and shall expire three hundred and sixty five (365) days after the adoption of this interim ordinance; and

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF KETCHUM, IDAHO:

Section 1. The following interim regulations and standards apply to any Building Permit, Pre-Application Design Review, Design Review, Subdivision, or Conditional Use Permit application deemed complete after the effective date of this Ordinance filed pursuant to Title 16 - Subdivision Regulations and Title 17 - Zoning Regulations. Pre-application Design Review and Mountain Overlay Preapplication Design Review applications that have been reviewed by the Planning and Zoning Commission at one review meeting prior to the effective date of this ordinance are not subject to the provisions contained herein. Wherever any provision in Title 16 or Title 17 or any other ordinance, rule or regulation of any kind contain standards covering the same subject matter, the standards of this Ordinance shall apply.

Section 2. All zoning districts referenced in this ordinance are pursuant to Ketchum Municipal Code (the “KMC”) Chapter 17.18 – *Zoning Districts* and abbreviated as referenced. All terms in this ordinance are defined in Section 17.08.020 – *Terms Defined* and 16.04.020-*Definitions* of the KMC with the addition of the following:

- A. Consolidation – the action or process of combining more than one lot or unit into a single lot or unit.
- B. Residential Density – the number of dwelling units per square feet of lot area.

Section 3. Developments subject to Design Review approval pursuant to KMC 17.96 – *Design Review* or 17.104 – *Mountain Overlay Zoning District* that have conducted a preapplication design review meeting with the Commission, as required or voluntary, must file a complete Design Review Permit application and pay all required fees within 180 calendar days of the last review meeting on the preapplication with the Commission, otherwise the preapplication review will become null and void.

Section 4. There shall now be minimum residential densities for new development projects or expansions of existing buildings that exceed a total floor area ratio (FAR) of 1.0 within Subdistrict 1 and Subdistrict 2 of the CC zone district and 0.5 FAR in the T, T-3000, T-4000, and GR-H zone districts as follows:

Zone District	Minimum Residential Density Required (units/SF)			
CC Subdistricts 1 and 2	100% Residential Development 7 / 5,500			
	Mixed Use Development			
	≤ 30% Commercial 4 / 5,500	31-60% Commercial 3 / 5,500	61-80% Commercial 2 / 5,500	≥ 80% Commercial No Minimum except when residential units are provided, there shall be a minimum of 2 units
T	100% Residential Development 7 / 10,000			
	≤ 30% Commercial 4 / 10,000	31-60% Commercial 3 / 10,000	61-80% Commercial 2 / 10,000	≥ 80% Commercial No Minimum except when residential units are provided, there shall be a minimum of 2 units
T-3000	4 / 10,000			
T-4000	8 / 10,000			
GR-H	8 / 10,000			

- A. For purposes of calculating commercial area for minimum residential densities, commercial square footage shall include all permitted and conditionally permitted uses identified in KMC Section 17.12.020 – *District Use Matrix* under the categories of “Commercial” or “Public and Institutional”.
- B. Percent commercial shall be calculated by dividing the total commercial square footage by the Gross Floor Area for the project.
- C. Total commercial square footage shall be calculated using the total area of commercial uses on all floors in a building or portion of a building measured from the interior walls, excluding:
 - a. Common areas
 - b. Mechanical and maintenance equipment rooms
 - c. Parking areas and/or garages
 - d. Public areas

D. Minimum densities identified in Section 4 may be adjusted subject to the review and approval of a Conditional Use Permit by the Planning and Zoning Commission.

Section 5. There shall now be standards for the consolidation of lots. Additionally, there shall be a specific application type, process, and additional standards for the review and approval of the consolidation of lots as follows:

A. Consolidation of lots within the City shall be permitted in certain zone districts as follows:

Zone District	Consolidation of Lots
CC - Subdistricts 1 and 2	Permitted subject to additional standards
T	Permitted subject to additional standards
T-3000	Permitted subject to additional standards
T-4000	Permitted subject to additional standards
GR-H	Permitted subject to additional standards
GR-L	Permitted subject to waiver
LR, LR-1, and LR-2	Permitted subject to waiver
STO-1, STO-4, and STO-H	Permitted subject to waiver
LI, LI-2, and LI-3	Permitted subject to additional standards
RU and AF	Permitted subject to additional standards

**Additional Standards are outlined in Subsection F. The waiver process is as outlined in KMC Section 16.04.130.*

- B. The definition of “Readjustment of Lot Lines” in KMC Section 16.04.020 - *Definitions*, also known as Lot Line Shifts, shall no longer include the “removal of lot lines”.
- C. Consolidation of lots may only be considered pursuant to the requirements and standards of KMC Section 16.04.030 – *Procedure for Subdivision Approval*.
- D. All preliminary plat applications for consolidation of lots shall only be considered when submitted concurrently with a building permit application or land use development application as applicable.
- E. The final plat for consolidation of lots shall not be signed by the City Clerk and recorded until the proposed development has received one or both of the following as applicable:
 - 1. A certificate of occupancy issued by the City of Ketchum; and
 - 2. Completion of all design review elements as approved by the Planning and Zoning Administrator.
- F. In addition to KMC Section 16.04.040, all preliminary plat applications for consolidation of lots shall comply with the following criteria:
 - 1. The preliminary plat application is in conformance with all applicable building permit and land use development approvals.
 - 2. The preliminary plat application is in conformance with all applicable Zoning Regulations contained within Title 17 – Zoning Regulations.

3. The preliminary plat application is found to be in general conformance with the comprehensive plan in effect at the time the application was deemed complete.

Section 6. No demolition permit shall be issued pursuant to Chapter 15.16 of the KMC that results in the net loss in the total number of residential units currently existing on a property as of the effective date of this ordinance. The following standards apply to all properties within the City:

- A. Development of property, in any zone district, may not result in the net loss of dwelling units.
- B. Total number of dwelling units shall be calculated including all listed or defined dwelling unit uses and terms in the KMC such as, but not limited to, “dwelling, one family”, “dwelling, multi-family”, “dwelling unit, accessory”, and “work/live unit”.
- C. No demolition permit shall be issued for any structure until a building permit application for a replacement project on the property and required fees have been accepted by the City and deemed complete.
- D. Reduction in number of residential units may be permitted subject to the review and approval of a Conditional Use Permit by the Planning and Zoning Commission prior to submittal of a demolition permit application.
- E. In the event of imminent and substantial danger to the health or safety of the public due to neglect or condemnation of the building as determined by the building official or his/her designee, a building may be demolished prior to redevelopment pursuant to the requirements of KMC Section 15.16.030. Prior to demolition of the structure(s), a development agreement shall be entered into between the owner of the property and the City of Ketchum stipulating the total number of units required at the time of development of the property. Said development agreement shall be recorded against the property with the office of the Blaine County, Idaho, Clerk and Recorder.

Section 7. There shall be no parking required for individual retail spaces of 5,500 square feet or less within the Community Core (CC) and Tourist (T) zoning districts.

Section 8. There shall be no parking required for the first 5,500 square feet of office space of a project within the Community Core and Tourist zone districts.

Section 9. New developments on properties within the Tourist zone district that include frontage along River Street from S Leadville Ave to S 2nd Ave, as shown in Exhibit A, shall be subject to the uses permitted and conditionally permitted and associated footnotes for the Community Core – Mixed Use subdistrict (CC-2) as outlined in KMC 17.12.020 – District Use Matrix.

Section 10. Properties within the Community Core – Mixed Use subdistrict (CC-2), as shown on Exhibit B, shall be subject to the following:

- A. Ground floor residential with street frontage is not permitted.

Section 11. Developments within the CC Subdistrict 1 and 2, T (Leadville to 2nd Ave fronting River Street) not exempt from Design Review are subject to the following standards:

- A. For mixed-use developments, a minimum of 55% of the gross floor area, as defined in KMC 17.08.020, of the ground floor must be commercial use(s).
- B. Community housing units are not permitted within basements.
- C. Individual residential dwelling units cannot exceed a total square footage of 3,000 square feet. Total square footage shall be calculated as the total area of residential space within a single residential unit measured from the interior walls. For residential units with multiple floors, staircases and elevators shall be included in the calculation on the first level of the residential unit only.
- D. Developments shall not provide a total number of parking spaces above the minimum parking requirements per KMC 17.125.040 – *Off Street Parking and Loading Calculations*, unless the additional parking spaces are designated for public parking use only or for deed restricted community housing units.

Section 12. Requirements outlined in Sections 10 and 11 of this ordinance may be adjusted subject to the review and approval of a Conditional Use Permit by the Planning and Zoning Commission.

Section 13. All development subject to Design Review pursuant to KMC Section 17.96.010, shall meet the following additional criteria:

- A. The design and uses of the development generally conform with the goals, policies, and objectives of the comprehensive plan.

Section 14. This ordinance shall be in full force and effect from and after its passage and approval and shall remain in effect for a period not to exceed three hundred and sixty-five (365) days from its effective date, pursuant to Idaho Code Section 67-6524.

Section 15. SAVINGS AND SEVERABILITY CLAUSE: It is hereby declared to be the legislative intent that the provisions and parts of this Ordinance shall be severable. If any paragraph, part, section, subsection, sentence clause or phrase of this Ordinance is for any reason held to be invalid for any reason by a Court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 16. REPEALER CLAUSE: All City of Ketchum Ordinances or resolutions or parts thereof which are in conflict herewith are hereby repealed.

Section 17. PUBLICATION: This Ordinance, or a summary thereof in compliance with Section 50-901A, Idaho Code, substantially in the form annexed hereto as Exhibit "A" shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

Section 18. EFFECTIVE DATE: This Ordinance shall be in full force and effect from and after its passage, approval, and publication according to law.

PASSED BY THE CITY COUNCIL and APPROVED by the MAYOR OF KETCHUM IDAHO,
on this ____ day of _____ 2022.

APPROVED:

Neil Bradshaw, Mayor

ATTEST:

Lisa Enourato, Interim City Clerk



City of Ketchum
Planning & Building

September 19, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to review and adopt Interim Ordinance 1234 establishing minimum residential densities in specific zoning districts, regulating the consolidation of lots in areas of Ketchum, prohibiting reduction of dwelling units in conjunction with new development projects, clarifying parking requirements for uses in the community core and tourist zones, modifying development standards and uses in certain zone districts, and modifying the design review criteria for new development

Recommendation and Summary

Staff recommends the City Council review, take public comment, and adopt Interim Ordinance 1234 related to residential density and downtown vibrancy within the city. As proposed, the ordinance would be in effect for a period of 365 days (1 year) while the permanent ordinance is prepared.

Reason for Recommendation:

- Businesses are closing, reducing hours, and struggling to hire new staff.
- Ketchum lacks available office, retail, and restaurant space, limiting the ability for businesses to start or expand within Ketchum.
- Ketchum has a severe shortage of housing, which has a negative impact on businesses, the vibrancy of the downtown, and the community.
- Development permitted under the current zoning regulations result in low-density residential development in areas where the 2014 Ketchum Comprehensive Plan envisions medium to high density residential and vibrant mixed-use development
- The Planning and Zoning Commission (the "Commission") reviewed the draft ordinance at a special meeting on August 16, 2022, and recommended the ordinance be forwarded to City Council for review and adoption.

Introduction and Background

The long-term vibrancy of the downtown and the strength of Ketchum's economy is dependent on housing inventory, housing affordability and sufficient commercial space available to a wide variety of services, retail, office, restaurants, and other uses that support the community. The

City of Ketchum is tackling housing affordability through the program and policy initiatives associated with implementing the Housing Action Plan, adopted by City Council on May 9, 2022. The city's development regulations are one of the primary tools in our toolbox that can directly influence the amount and type of housing built to fulfill the community needs in a thoughtful way.

An emergency ordinance targeted at addressing housing inventory was evaluated by the Commission and City Council during a series of meetings in February, March, and April of this year. At the City Council meeting on April 18, 2022, the council did not support adoption of an emergency ordinance. The City Council requested staff conduct additional community outreach to garner feedback on the proposed regulation changes and proceed with an interim ordinance under standard noticing and hearing procedures. A detailed background of the project, overview of all meetings conducted, and links to meeting recordings and packet information can be found in the staff report attachments for the August 16, 2022 hearing with the Commission included as Attachment C of this staff report.

Following City Council direction, the city hosted a facilitated interactive community workshop to discuss the future vibrancy of Ketchum, the role of housing in that vibrancy, and the proposed changes to the city's development regulations. The city also published an online survey as a follow up to the workshop to facilitate broader participation and feedback from the community. The workshop was attended by 23 members of the community and the city received 158 responses to the online survey. Both opportunities for engagement were publicized using a variety of outreach methods including newspaper ads, targeted email communications, social media platforms, and physical postings in high traffic areas throughout the city.

A full recap of the workshop and online survey results can be found in Attachment C of this report. The general community feedback indicated that development trends in Ketchum are not positive for the future vibrancy of the downtown and housing production in the city. Overall, participants at the workshop and in the survey were generally supportive of the proposed changes in the interim ordinance with some recommendations for improvement.

Based on all the feedback received, a revised ordinance was drafted for consideration by the Commission at a special meeting on August 16, 2022. Staff provided the Commission with an extensive overview of elements in the ordinance that remained the same, and what elements changed. Staff also provided the Commission an overview of feedback received from the community that was not incorporated into the revised ordinance. The staff report and all attachments provided to the Commission can be found in Attachment C.

The Commission recommended approval of the interim ordinance, with some revisions, with a vote of 3-1. Some of the revisions were simple clarifications, however, the Commission recommended changes to three main elements of the ordinance that warrant discussion by the City Council as follows:

- Applicability of Ordinance – The revised ordinance applied to all application types except for preapplication design review applications. The Commission recommends that applicants who have a preapplication deemed complete be exempt from the ordinance.
- Location of Community Housing Units - The revised ordinance prohibited community housing units to be located within basements. The Commission recommends some flexibility for developments with larger numbers of community housing units to have community housing units in basements.
- Comprehensive Plan Conformance - The revised ordinance proposes to add a criterion to the Design Review approval process that requires general conformance with the comprehensive plan. The Commission had a lengthy discussion of whether this provision is necessary and what the benefits of the provision are.

Below is an overview of the discussion related to each item above and staff’s recommendations for the interim ordinance. A redline and clean version of the proposed interim ordinance can be found in Attachments A and B respectively. The redline shows changes recommended by the Planning and Zoning Commission and staff recommendations of policy discussions outlined below.

Analysis

Applicability

Section 1 of the draft ordinance stated that the ordinance would apply to all applications deemed complete after the effective date of the ordinance. More specifically, preapplications for design review without a final design review application deemed complete prior to the effective date would be subject to the new ordinance. The Commission expressed concern with this approach, commenting that the city should honor projects that are going through the preapplication process and have invested significant time and resources with staff and the Commission. The Commission recommended that any preapplication design review deemed complete prior to the effective date should not be subject to the ordinance provided there is a timeframe by which the final design review application is submitted.

For background, a preapplication design review is an informal high-level review of a project by the Commission that results in general feedback and guidance. There is no notice to the public or action taken by the Commission, no formal “approval” of or “vesting” of a development. Projects that complete the final design review process become vested once the Commission formally adopts the Findings of Fact for the final design review application.

Although staff agrees that some latitude should be given to projects working in good faith through the process, staff believes that projects that have already received Commission feedback during a preapplication design review is the appropriate milestone to exempt projects from the interim ordinance rather than act of deeming a pre-design application complete. The reason is that at the time of an application being deemed complete, the only feedback the

applicant has received is from staff. The Commission has not had the opportunity to review the project and provide direction to the applicant on whether or not the project should move forward to formal design review. Therefore, Section 1 of the interim ordinance in Attachments A and B reflects that developments with a preapplication design review that have conducted at least one review meeting with the Commission are exempt from the interim ordinance. Additionally, as recommended by the Commission, Section 3 of the ordinance requires that a final design review application must be filed within 180 calendar days of the last review meeting with the Commission on the preapplication.

Location of Community Housing Units

Section 11.B of the interim ordinance states that developments in certain areas cannot place community housing units in basements. Basements are areas below finished grade. The purpose of this provision is to ensure that community housing units for Ketchum's workforce are of a livability standard similar to market rate residential units within Ketchum. Generally, developments place on-site community housing units in the less desirable areas of a development. Most commonly, these are ground floor areas off alleys or on the back sides of buildings with less light and less marketable views; however, staff has seen an increase in community housing units proposed in basements in recent years.

The Commission adopted a policy statement on April 12, 2022, stating that successful projects do not place community housing units in basements. However, the Commission further discussed this element at their August 16, 2022 meeting. Acknowledging that design of a building can be done in a thoughtful way for basement units, the Commission indicated that for projects providing higher number of community housing units, some flexibility should be provided by allowing some of the units to be in basements. The Commission recommended there be a tiered system that outlines the number of community housing units permitted in the basement based on the total number of community housing units provided.

Staff understands the Commission's desire to provide additional flexibility, however, the Planning and Building staff and the city's Housing Strategist do not encourage placement of community housing units in basements as it has the potential to increase stigmas associated with community housing and concentrates the city's local workforce in units not comparable to the livability characteristics of market rate units that include decks or balconies, open views of the outdoors, or multiple exterior openings providing natural light and cross breeze allowing for fresh air circulation.

Community housing is already stigmatized and is at risk of continued stigmatization due to bias associated with historical perspectives. Additionally, basement-living is typically associated with poverty and desperation¹ and basement-dwellers have often been demonized, othered and

¹ Heise, Thomas. (2010). *Urban underworlds: A geography of twentieth-century American literature and culture*. Rutgers University Press.; Moga, Stephen. (2020). *The urban lowlands: A history of neighborhoods, poverty and planning*. University of Chicago Press.

even seen as uncivilized.² This is in large part because basements are not desirable for most – and are typically physically and mentally unhealthy living spaces which is why they are historically more affordable.

Housing with limited natural light directly effects mental health, including increasing depression, anxiety, and sleeping challenges.³ Physical characteristics of basements are generally considered higher risk for tenants due to hazards such as pests, indoor air quality issues, severe temperature shifts, heightened noise, mold and fire hazards.⁴ Ketchum’s adopted building code requires a minimal amount of natural light and air for life safety concerns only. Only one exterior opening per sleeping room is required. This means that a studio or one bedroom unit would only require one 5 square foot exterior window with access to a window well and one interior access to an exit stair. New construction is not likely to display the hazards mentioned above within the first few years if constructed appropriately. However, as the building ages these hazards may become prevalent dependent on the amount of maintenance and upkeep of the property which the city has limited control over.

Many communities adopt specific livability standards within their adopted Housing Guidelines. For instance, Teton County and Town of Jackson Wyoming have livability standards related to size of units, size of areas within units, storage requirements, finishing, kitchen facilities, and number of interior and exterior windows and doors. The Blaine County Housing Authority’s Community Housing Guidelines include standards for sizes of units based on income category and recommendations for amount of storage, types of appliances, sound insulation and location of individual entries. However, the BCHA housing guidelines do not include any guidance for number of exterior openings and do not address the importance of access to natural light and air.

Staff recommends the City Council prohibit the placement of community housing units in basements as stated in the draft ordinance, however, if the City Council desires to provide more flexibility to developments with higher numbers of community housing units, staff recommends that the interim ordinance reflect the following parameters:

² Moga, Stephen. (2020). The urban lowlands: A history of neighborhoods, poverty and planning. University of Chicago Press.; Otter, Chis. (2008). The victorian eye: A political history of light and vision in Britain, 1800–1910. University of Chicago Press.

³ Bell, Briana. (2020). How basement living can affect mental health. Broadview. <https://broadview.org/basement-apartments-mental-health/>

⁴ Environmental Health Sciences Center: Healthy Homes. University of Rochester. <https://www.urmc.rochester.edu/environmental-health-sciences/community-engagement-core/projects-partnerships/healthy-homes/tour/basement.aspx>

Total Number of Community Housing Units	Maximum Number of Community Housing Units Permitted in Basement
1-2 units	0
3-4 units	1
5 or more	2

Staff also recommends that during the interim period of the ordinance, the city develop a separate policy document outlining livability standards for community housing units in basements.

Comprehensive Plan Conformance

Section 13 of the interim ordinance proposes to add a criterion to the review and approval of developments subject to design review. The criteria states that “The design and uses of the development generally conform with the goals, policies, and objectives of the comprehensive plan.” This criterion was initially proposed in the emergency ordinance and carried through to the interim ordinance. Staff recommends this provision for the following reasons:

- The 2014 Comprehensive Plan is the guiding document for all land use decisions and policies within the City of Ketchum and was the result of a long and extensive community engagement effort. Adoption of the comprehensive plan represents a common agreement between community members as to the vision of the community and how to get there.
- Requiring general conformance with the comprehensive plan ensures that all land use decisions forward the city’s goals for the community’s future.
- Reviewing and considering the adopted comprehensive plan in land use decisions is considered a best practice and commonly used in many municipalities across the country. In Idaho specifically, McCall, Coeur D’Alene, and Sandpoint have comprehensive plan conformance as part of the design review criteria depending on the application type.
- Staff often provides an analysis of conformance with the comprehensive plan as information for the Commission, however, the analysis cannot be relied upon for approval or denial of an application.
- Without the provision, the Commission would not have the legal authority to deny an application that does not meet the city’s goals if all other code provisions are met.

The city received public comment questioning the legality of the provision under the Idaho Local Land Use Planning Act and expressed concerns related to the subjectivity of the criteria and the uncertainty that it will create for the development community. Following public comment, the Commission conducted an extensive dialogue as to the necessity of this provision, discussing the pros and cons of the provision and reflecting on previous experiences

when staff has provided an analysis of comprehensive plan conformance for consideration. Below is an overview of the main points discussed:

- Discussion related to how this provision is different from the design review process today and what the addition of this criteria changes. Staff clarified that this provision memorializes the significance of the comprehensive plan and legally allows for developments to be evaluated against the comprehensive plan in addition to the other design review criteria.
- Discussion related to whether the provision is necessary with the other revisions contained within the interim ordinance. If all the proposed changes are adopted, the city should be closer to achieving the stated goals of the comprehensive plan.
- Acknowledgement that it is challenging to craft a code that accounts for every single type of development that may be proposed and this provision is a tool available when those situations arise.
- Applicants should be familiar with the comprehensive plan and design with the goals and objectives in mind but acknowledged that if it is not required it may not always be considered.
- Discussion related to how the comprehensive plan and zoning code are aligned currently. Staff mentioned that there are some inconsistencies between the two documents, and this would help reconcile those inconsistencies through the review process.
- The provision requires a subjective review by staff and the Commission, although the Commission is the final decision maker on the criteria. Analysis of the conformance with the comprehensive plan should be broad and not be used to approve or deny a project based on one single phrase in the plan, but a holistic review of all attributes of the development.
- It should be the decision of the City Council as to the full authority of the Commission and whether the City Council is supportive of providing this additional scope to the Commission's charge.

Additionally, in response to public comment, the Commission requested clarification from staff on the legality of including this provision for design review applications. Staff consulted with the city attorney following the August 16, 2022 and confirmed the following:

- Although design review applications are not specifically listed as an application type in the Idaho Local Land Use Planning Act (LLUPA), the statute is written in a way that encompasses any applications adopted through the ordinance adoption process outlined in LLUPA.
- LLUPA and subsequent case law state that a city must define criteria by which an application is evaluated. The City has the discretion to stipulate exactly what criteria will be used to review, and ultimately deny or approve an application provided that the criteria has been adopted through the ordinance adoption process outlined in LLUPA.

Conclusion

Ultimately, the Commission voted to recommend approval of the interim ordinance (3-1) with the recommended changes as outlined above.

Next Steps

If the ordinance is adopted by Council, staff will begin the process for preparing the permanent ordinance including additional research, community outreach, and drafting.

Attachments

- A. Interim Ordinance 1234 – Redline
- B. Interim Ordinance 1234 – Clean
- C. Staff Report and Attachments – August 16, 2022 Hearing with the Planning and Zoning Commission
- D. Public Comment



City of Ketchum

**CITY COUNCIL
ATTACHMENT A:
Interim Ordinance 1234
- Redline**

ORDINANCE 1234

AN INTERIM ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, TO IMPLEMENT REVISED DEVELOPMENT STANDARDS THAT REQUIRE MINIMUM RESIDENTIAL DENSITIES IN CERTAIN ZONE DISTRICTS FOR CERTAIN PROJECTS; REGULATE THE CONSOLIDATION OF LOTS IN CERTAIN ZONE DISTRICTS; PROHIBIT THE REDUCTION OF DWELLING UNITS IN CONJUNCTION WITH DEVELOPMENT PROJECTS; CLARIFY PARKING REQUIREMENTS FOR RETAIL AND OFFICE USES IN THE CC AND T ZONE DISTRICTS; AMEND THE USES PERMITTED IN THE CC-2 AND A PORTION OF THE T ZONE DISTRICT; ADD REQUIREMENTS FOR DEVELOPMENTS WITHIN CERTAIN ZONE DISTRICTS RELATED TO SQUARE FOOTAGE OF USES, LOCATION OF USES, AND PARKING; AND ADD DESIGN REVIEW CRITERIA FOR DEVELOPMENTS IN CERTAIN ZONE DISTRICTS; PROVIDING FOR PUBLICATION BY SUMMARY; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE AND A SUNSET DATE.

WHEREAS, Idaho Code Section 67-6524 authorizes local jurisdictions to enact interim ordinances, effective up to one (1) year, during the pendency of preparation and adoption of a permanent ordinance; and

WHEREAS, the State of Idaho and the Idaho Housing and Finance Association has stated that access to workforce housing has become a statewide challenge impacting urban, rural, and resort communities, resulting in a proposal for a state-led gap financing program for development of workforce housing; and

WHEREAS, the 2014 Ketchum Comprehensive Plan identifies ten core values vital to the City's ability to achieve its vision including 1) A Strong and Diverse Economy, 2) Vibrant Downtown, and 4) A Variety of Housing Options; and

WHEREAS, the City of Ketchum (the "City") is experiencing a significant population increase and a severe shortage of housing for the local workforce at all income levels which is threatening the livelihood and straining the resources of the City, its citizens, and its businesses; and

WHEREAS, businesses in Ketchum have been forced to reduce operating hours in the past two years due to lack of workforce; and

WHEREAS, the City's average annual population growth rate is approximately 1%, however, the population of the City increased 25% from 2019 to 2020; and

WHEREAS, the City collects housing specific data and is developing a Housing Action Plan to address the immediate need for more housing in the City; and

WHEREAS, the City lost 475 long-term rental and ownership housing units from 2000 to 2019; and

WHEREAS, in addition to the 475 housing units lost, the Housing Action Plan Summary and Findings identify the need to build, convert, or stabilize between 65 and 100 housing units annually in the City to ensure adequate housing for the City’s workforce and support the dynamic demands of a resort community economy; and

WHEREAS, from 1990 to 2009, approximately 290 units were constructed for an average of 15 units per year. From 2010 to 2020, only 92 units were constructed for an average of 9 units per year, a significant decrease from previous years; and

WHEREAS, the City is experiencing an increase in the redevelopment of property as more than half of the City’s housing stock was built before 1980 and there are a limited number of vacant properties within city limits; and

WHEREAS, development permitted under the current zoning regulations result in low-density residential development in areas where the 2014 Ketchum Comprehensive Plan envisions medium to high density residential and vibrant mixed-use development; and

WHEREAS, staff presented options for addressing housing issues to the Planning and Zoning Commission at a special meeting on February 15, 2022. At that meeting, the Planning and Zoning Commission directed staff to prepare a draft emergency ordinance reflecting proposed changes for review; and

WHEREAS, the Planning and Zoning Commission met on March 8, 2022, and March 29, 2022, to discuss the draft emergency ordinance and obtain public input related to the proposed changes and recommended on March 29, 2022, the emergency ordinance be adopted by City Council; and

WHEREAS, the City Council met on April 18, 2022, to review the draft emergency ordinance and recommendation from the Planning and Zoning Commission. At said meeting, the City Council declined to approve the emergency ordinance as presented and directed staff to conduct additional community engagement and prepare an interim ordinance reflecting additional feedback from the community; and

WHEREAS, the City conducted a community workshop to gather additional feedback on the proposed changes June 28, 2022, attended by members of the City Council, Planning and Zoning Commission, and the public. Said workshop was followed by a community survey requesting feedback on the same topic; and

WHEREAS, the Planning and Zoning Commission held a public hearing on ~~[insert date]~~August 16, 2022 to review this interim ordinance, as prepared by staff, reflecting significant feedback from the community; and

WHEREAS, the Planning and Zoning Commission recommended approval of this interim ordinance at ~~their regular~~a special meeting on August 16, 2022~~[insert date]~~; and

WHEREAS, the City Council held a public hearing on ~~[insert date]~~September 19, 2022 to review the interim ordinance, information from staff, and recommendations from the Planning and Zoning Commission; and

WHEREAS, The City Council held [*insert number of readings*] readings of the interim ordinance on [*insert dates of hearings*] resulting in approval of this interim ordinance; and

WHEREAS, the Planning and Zoning Commission hearings and City Council hearings were duly noticed per the requirements of Idaho Code Section 67-6509; and

WHEREAS, the provisions of this ordinance are temporary in nature and shall expire three hundred and sixty five (365) days after the adoption of this interim ordinance; and

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF KETCHUM, IDAHO:

Section 1. The following interim regulations and standards apply to any Building Permit, Pre-Application Design Review, Design Review, Subdivision, or Conditional Use Permit application deemed complete after the effective date of this Ordinance filed pursuant to Title 16 - Subdivision Regulations and Title 17 - Zoning Regulations. Pre-application Design Review and Mountain Overlay Preapplication Design Review applications that have been reviewed by the Planning and Zoning Commission at one review meeting prior to with the Commission as of the effective date of this ordinance deemed complete prior to the effective date of this ordinance, that do not have a subsequent Design Review application deemed complete, are not subject to the provisions contained herein. Wherever any provision in Title 16 or Title 17 or any other ordinance, rule or regulation of any kind contain standards covering the same subject matter, the standards of this Ordinance shall apply.

Section 2. All zoning districts referenced in this ordinance are pursuant to Ketchum Municipal Code (the “KMC”) Chapter 17.18 – *Zoning Districts* and abbreviated as referenced. All terms in this ordinance are defined in Section 17.08.020 – *Terms Defined* and 16.04.020-*Definitions* of the KMC with the addition of the following:

- A. Consolidation – the action or process of combining more than one lot or unit into a single lot or unit.
- B. Residential Density – the number of dwelling units per square feet of lot area.

Section 3. Developments subject to Design Review approval pursuant to KMC 17.96 – Design Review or 17.104 – Mountain Overlay Zoning District that have conducted a preapplication design review meeting with the Commission, as required or voluntary, must file a complete Design Review Permit application and pay all required fees within 180 calendar days of the last review meeting on the preapplication with the Commission, otherwise the preapplication review will become null and void.

Section 43. There shall now be minimum residential densities for new development projects or expansions of existing buildings that exceed a total floor area ratio (FAR) of 1.0 within Subdistrict 1 and Subdistrict 2 of the CC zone district and 0.5 FAR in the T, T-3000, T-4000, and GR-H zone districts as follows:

Zone District	Minimum Residential Density Required (units/SF)			
CC Subdistricts 1 and 2	100% Residential Development 7 / 5,500			
	Mixed Use Development			
	≤ 30% Commercial 4 / 5,500	31-60% Commercial 3 / 5,500	61-80% Commercial 2 / 5,500	≥ 80% Commercial No Minimum except when residential units are provided, there shall be a minimum of 2 units
T	100% Residential Development 7 / 10,000			
	≤ 30% Commercial 4 / 10,000	31-60% Commercial 3 / 10,000	61-80% Commercial 2 / 10,000	≥ 80% Commercial No Minimum except when residential units are provided, there shall be a minimum of 2 units
T-3000	4 / 10,000			
T-4000	8 / 10,000			
GR-H	8 / 10,000			

- A. For purposes of calculating commercial area for minimum residential densities, commercial square footage shall include all permitted and conditionally permitted uses identified in KMC Section 17.12.020 – *District Use Matrix* under the categories of “Commercial” or “Public and Institutional”.
- B. Percent commercial shall be calculated by dividing the total commercial square footage by the Gross Floor Area for the project.
- C. Total commercial square footage shall be calculated using the total area of commercial uses on all floors in a building or portion of a building measured from the interior walls, excluding:
 - a. Common areas
 - b. Mechanical and maintenance equipment rooms
 - c. Parking areas and/or garages
 - d. Public areas

D. Minimum densities identified in Section 4 may be adjusted subject to the review and approval of a Conditional Use Permit by the Planning and Zoning Commission.

Section 54. There shall now be standards for the consolidation of lots. Additionally, there shall be a specific application type, process, and additional standards for the review and approval of the consolidation of lots as follows:

A. Consolidation of lots within the City shall be permitted in certain zone districts as follows:

Zone District	Consolidation of Lots
CC - Subdistricts 1 and 2	Permitted subject to additional standards
T	Permitted subject to additional standards
T-3000	Permitted subject to additional standards
T-4000	Permitted subject to additional standards
GR-H	Permitted subject to additional standards
GR-L	Permitted subject to waiver
LR, LR-1, and LR-2	Permitted subject to waiver
STO-1, STO-4, and STO-H	Permitted subject to waiver
LI, LI-2, and LI-3	Permitted subject to additional standards
RU and AF	Permitted subject to additional standards

**Additional Standards are outlined in Subsection F. The waiver process is as outlined in KMC Section 16.04.130.*

- B. The definition of “Readjustment of Lot Lines” in KMC Section 16.04.020 - *Definitions*, also known as Lot Line Shifts, shall no longer include the “removal of lot lines”.
- C. Consolidation of lots may only be considered pursuant to the requirements and standards of KMC Section 16.04.030 – *Procedure for Subdivision Approval*.
- D. All preliminary plat applications for consolidation of lots shall only be considered when submitted concurrently with a building permit application or land use development application as applicable.
- E. The final plat for consolidation of lots shall not be signed by the City Clerk and recorded until the proposed development has received one or both of the following as applicable:
 - 1. A certificate of occupancy issued by the City of Ketchum; and
 - 2. Completion of all design review elements as approved by the Planning and Zoning Administrator.
- F. In addition to KMC Section 16.04.040, all preliminary plat applications for consolidation of lots shall comply with the following criteria:
 - 1. The preliminary plat application is in conformance with all applicable building permit and land use development approvals.
 - 2. The preliminary plat application is in conformance with all applicable Zoning Regulations contained within Title 17 – Zoning Regulations.

3. The preliminary plat application is found to be in general conformance with the comprehensive plan in effect at the time the application was deemed complete.

Section 65. No demolition permit shall be issued pursuant to Chapter 15.16 of the KMC that results in the net loss in the total number of residential units currently existing on a property as of the effective date of this ordinance. The following standards apply to all properties within the City:

- A. Development of property, in any zone district, may not result in the net loss of dwelling units.
- B. Total number of dwelling units shall be calculated including all listed or defined dwelling unit uses and terms in the KMC such as, but not limited to, “dwelling, one family”, “dwelling, multi-family”, “dwelling unit, accessory”, and “work/live unit”.
- C. No demolition permit shall be issued for any structure until a building permit application for a replacement project on the property and required fees have been accepted by the City and deemed complete.
- D. Reduction in number of residential units may be permitted subject to the review and approval of a Conditional Use Permit by the Planning and Zoning Commission prior to submittal of a demolition permit application.
- E. In the event of imminent and substantial danger to the health or safety of the public due to neglect or condemnation of the building as determined by the building official or his/her designee, a building may be demolished prior to redevelopment pursuant to the requirements of KMC Section 15.16.030. Prior to demolition of the structure(s), a development agreement shall be entered into between the owner of the property and the City of Ketchum stipulating the total number of units required at the time of development of the property. Said development agreement shall be recorded against the property with the office of the Blaine County, Idaho, Clerk and Recorder.

Section 76. There shall be no parking required for individual retail spaces of 5,500 square feet or less within the Community Core (CC) and Tourist (T) zoning districts.

Section 87. There shall be no parking required for the first 5,500 square feet of office space of a project within the Community Core and Tourist zone districts.

Section 98. New developments on properties within the Tourist zone district that include frontage along River Street from S Leadville Ave to S 2nd Ave, as shown in Exhibit A, shall be subject to the uses permitted and conditionally permitted and associated footnotes for the Community Core – Mixed Use subdistrict (CC-2) as outlined in KMC 17.12.020 – District Use Matrix.

Section 109. Properties within the Community Core – Mixed Use subdistrict (CC-2), as shown on Exhibit B, shall be subject to the following:

- A. Ground floor residential with street frontage is not permitted.

Section 110. Developments within the CC Subdistrict 1 and 2, T (Leadville to 2nd Ave fronting River Street) not exempt from Design Review are subject to the following standards:

- A. For mixed-use developments, a minimum of 55% of the gross square-foot-floor area, as defined in KMC 17.08.020, of the ground floor must be commercial use(s).
- B. Community housing units are not permitted within basements.
- C. Individual residential dwelling units cannot exceed a total square footage of 3,000 square feet. Total square footage shall be calculated as the total area of residential space within a single residential unit measured from the interior walls. For residential units with multiple floors, staircases and elevators shall be included in the calculation on the first level of the residential unit only.
- D. Developments shall not provide a total number of parking spaces above the minimum parking requirements per KMC 17.125.040 – *Off Street Parking and Loading Calculations*, unless the additional parking spaces are designated for public parking use only or for deed restricted community housing units.

Section 121. Requirements outlined in Sections 109 and 110 of this ordinance may be adjusted subject to the review and approval of a Conditional Use Permit by the Planning and Zoning Commission.

Section 132. All development, ~~not exempt from~~ subject to Design Review pursuant to KMC Section 17.96.010, shall meet the following additional criteria:

- A. The design and uses of the development generally conform with the goals, policies, and objectives of the comprehensive plan.

Section 143. This ordinance shall be in full force and effect from and after its passage and approval and shall remain in effect for a period not to exceed three hundred and sixty-five (365) days from its effective date, pursuant to Idaho Code Section 67-6524.

Section 154. SAVINGS AND SEVERABILITY CLAUSE: It is hereby declared to be the legislative intent that the provisions and parts of this Ordinance shall be severable. If any paragraph, part, section, subsection, sentence clause or phrase of this Ordinance is for any reason held to be invalid for any reason by a Court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 165. REPEALER CLAUSE: All City of Ketchum Ordinances or resolutions or parts thereof which are in conflict herewith are hereby repealed.

Section 176. PUBLICATION: This Ordinance, or a summary thereof in compliance with Section 50-901A, Idaho Code, substantially in the form annexed hereto as Exhibit "A" shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

Section 187. EFFECTIVE DATE: This Ordinance shall be in full force and effect from and after its passage, approval, and publication according to law.

PASSED BY THE CITY COUNCIL and APPROVED by the MAYOR OF KETCHUM IDAHO,
on this ____ day of _____ 2022.

APPROVED:

Neil Bradshaw, Mayor

ATTEST:

Lisa Enourato, Interim City Clerk

EXHIBIT A: PUBLICATION SUMMARY

ORDINANCE 1234

AN INTERIM ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, TO IMPLEMENT REVISED DEVELOPMENT STANDARDS THAT REQUIRE MINIMUM RESIDENTIAL DENSITIES IN CERTAIN ZONE DISTRICTS FOR CERTAIN PROJECTS; REGULATE THE CONSOLIDATION OF LOTS IN CERTAIN ZONE DISTRICTS; PROHIBIT THE REDUCTION OF DWELLING UNITS IN CONJUNCTION WITH DEVELOPMENT PROJECTS; CLARIFY PARKING REQUIREMENTS FOR RETAIL AND OFFICE USES IN THE CC AND T ZONE DISTRICTS; AMEND THE USES PERMITTED IN THE CC-2 AND A PORTION OF THE T ZONE DISTRICT; ADD REQUIREMENTS FOR DEVELOPMENTS WITHIN CERTAIN ZONE DISTRICTS RELATED TO SQUARE FOOTAGE OF USES, LOCATION OF USES, AND PARKING; AND ADD DESIGN REVIEW CRITERIA FOR DEVELOPMENTS IN CERTAIN ZONE DISTRICTS; PROVIDING FOR PUBLICATION BY SUMMARY; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE AND A SUNSET DATE.

A summary of the principal provisions of Ordinance No. 1234 of the City of Ketchum, Blaine County, Idaho, adopted on _____, 2022, is as follows:

- SECTION 1.** Applicability of the ordinance.
- SECTION 2.** Reference to terms defined and added.
- SECTION 3.** Requirements for submittal of final Design Review applications following preapplication meetings with Planning and Zoning Commission.
- SECTION 4.** Minimum residential densities for certain zone districts as outlined and method for calculation of minimum residential density requirements.
- SECTION 5.** Standards for consolidation of lots within the City of Ketchum.
- SECTION 6.** Restrictions for the reduction in number of residential units from redevelopment of property.
- SECTION 7.** Parking exemption for retail uses.
- SECTION 8.** Parking exemption for office uses.
- SECTION 9.** Permitted and conditionally permitted uses for certain properties along River Street in the Tourist Zone District.

- SECTION 10.** Restrictions on ground floor residential on certain properties within the Community Core.
- SECTION 11.** Development requirements in certain zone districts for square feet of commercial use(s), size of residential units, location of community housing units, parameters for exceeding minimum parking requirements.
- SECTION 12.** Allowance for a conditional use permit to waive requirements of Sections 10 and 11 of the ordinance.
- SECTION 13.** Revision to Design Review criteria to add requirement of general comprehensive plan conformance.
- SECTION 14.** Term of the ordinance.
- SECTION 15.** Provides a savings and severability clause.
- SECTION 16.** Provides a repealer clause.
- SECTION 17.** Provides for publication of this Ordinance by Summary.
- SECTION 18.** Establishes an effective date.

The full text of this Ordinance is available at the City Clerk’s Office, Ketchum City Hall, 191 5th Street West, Ketchum, Idaho 83340 and will be provided to any citizen upon personal request during normal office hours.

ATTEST:

APPROVED:

Lisa Enourato, Interim City Clerk

Neil Bradshaw, Mayor



City of Ketchum

CITY COUNCIL ATTACHMENT B: Interim Ordinance 1234 - Clean

ORDINANCE 1234

AN INTERIM ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, TO IMPLEMENT REVISED DEVELOPMENT STANDARDS THAT REQUIRE MINIMUM RESIDENTIAL DENSITIES IN CERTAIN ZONE DISTRICTS FOR CERTAIN PROJECTS; REGULATE THE CONSOLIDATION OF LOTS IN CERTAIN ZONE DISTRICTS; PROHIBIT THE REDUCTION OF DWELLING UNITS IN CONJUNCTION WITH DEVELOPMENT PROJECTS; CLARIFY PARKING REQUIREMENTS FOR RETAIL AND OFFICE USES IN THE CC AND T ZONE DISTRICTS; AMEND THE USES PERMITTED IN THE CC-2 AND A PORTION OF THE T ZONE DISTRICT; ADD REQUIREMENTS FOR DEVELOPMENTS WITHIN CERTAIN ZONE DISTRICTS RELATED TO SQUARE FOOTAGE OF USES, LOCATION OF USES, AND PARKING; AND ADD DESIGN REVIEW CRITERIA FOR DEVELOPMENTS IN CERTAIN ZONE DISTRICTS; PROVIDING FOR PUBLICATION BY SUMMARY; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE AND A SUNSET DATE.

WHEREAS, Idaho Code Section 67-6524 authorizes local jurisdictions to enact interim ordinances, effective up to one (1) year, during the pendency of preparation and adoption of a permanent ordinance; and

WHEREAS, the State of Idaho and the Idaho Housing and Finance Association has stated that access to workforce housing has become a statewide challenge impacting urban, rural, and resort communities, resulting in a proposal for a state-led gap financing program for development of workforce housing; and

WHEREAS, the 2014 Ketchum Comprehensive Plan identifies ten core values vital to the City's ability to achieve its vision including 1) A Strong and Diverse Economy, 2) Vibrant Downtown, and 4) A Variety of Housing Options; and

WHEREAS, the City of Ketchum (the "City") is experiencing a significant population increase and a severe shortage of housing for the local workforce at all income levels which is threatening the livelihood and straining the resources of the City, its citizens, and its businesses; and

WHEREAS, businesses in Ketchum have been forced to reduce operating hours in the past two years due to lack of workforce; and

WHEREAS, the City's average annual population growth rate is approximately 1%, however, the population of the City increased 25% from 2019 to 2020; and

WHEREAS, the City collects housing specific data and is developing a Housing Action Plan to address the immediate need for more housing in the City; and

WHEREAS, the City lost 475 long-term rental and ownership housing units from 2000 to 2019; and

WHEREAS, in addition to the 475 housing units lost, the Housing Action Plan Summary and Findings identify the need to build, convert, or stabilize between 65 and 100 housing units annually in the City to ensure adequate housing for the City's workforce and support the dynamic demands of a resort community economy; and

WHEREAS, from 1990 to 2009, approximately 290 units were constructed for an average of 15 units per year. From 2010 to 2020, only 92 units were constructed for an average of 9 units per year, a significant decrease from previous years; and

WHEREAS, the City is experiencing an increase in the redevelopment of property as more than half of the City's housing stock was built before 1980 and there are a limited number of vacant properties within city limits; and

WHEREAS, development permitted under the current zoning regulations result in low-density residential development in areas where the 2014 Ketchum Comprehensive Plan envisions medium to high density residential and vibrant mixed-use development; and

WHEREAS, staff presented options for addressing housing issues to the Planning and Zoning Commission at a special meeting on February 15, 2022. At that meeting, the Planning and Zoning Commission directed staff to prepare a draft emergency ordinance reflecting proposed changes for review; and

WHEREAS, the Planning and Zoning Commission met on March 8, 2022, and March 29, 2022, to discuss the draft emergency ordinance and obtain public input related to the proposed changes and recommended on March 29, 2022, the emergency ordinance be adopted by City Council; and

WHEREAS, the City Council met on April 18, 2022, to review the draft emergency ordinance and recommendation from the Planning and Zoning Commission. At said meeting, the City Council declined to approve the emergency ordinance as presented and directed staff to conduct additional community engagement and prepare an interim ordinance reflecting additional feedback from the community; and

WHEREAS, the City conducted a community workshop to gather additional feedback on the proposed changes June 28, 2022, attended by members of the City Council, Planning and Zoning Commission, and the public. Said workshop was followed by a community survey requesting feedback on the same topic; and

WHEREAS, the Planning and Zoning Commission held a public hearing on August 16, 2022 to review this interim ordinance, as prepared by staff, reflecting significant feedback from the community; and

WHEREAS, the Planning and Zoning Commission recommended approval of this interim ordinance at a special meeting on August 16, 2022; and

WHEREAS, the City Council held a public hearing on September 19, 2022 to review the interim ordinance, information from staff, and recommendations from the Planning and Zoning Commission; and

WHEREAS, The City Council held [*insert number of readings*] readings of the interim ordinance on [*insert dates of hearings*] resulting in approval of this interim ordinance; and

WHEREAS, the Planning and Zoning Commission hearings and City Council hearings were duly noticed per the requirements of Idaho Code Section 67-6509; and

WHEREAS, the provisions of this ordinance are temporary in nature and shall expire three hundred and sixty five (365) days after the adoption of this interim ordinance; and

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF KETCHUM, IDAHO:

Section 1. The following interim regulations and standards apply to any Building Permit, Pre-Application Design Review, Design Review, Subdivision, or Conditional Use Permit application deemed complete after the effective date of this Ordinance filed pursuant to Title 16 - Subdivision Regulations and Title 17 - Zoning Regulations. Pre-application Design Review and Mountain Overlay Preapplication Design Review applications that have been reviewed by the Planning and Zoning Commission at one review meeting prior to the effective date of this ordinance are not subject to the provisions contained herein. Wherever any provision in Title 16 or Title 17 or any other ordinance, rule or regulation of any kind contain standards covering the same subject matter, the standards of this Ordinance shall apply.

Section 2. All zoning districts referenced in this ordinance are pursuant to Ketchum Municipal Code (the “KMC”) Chapter 17.18 – *Zoning Districts* and abbreviated as referenced. All terms in this ordinance are defined in Section 17.08.020 – *Terms Defined* and 16.04.020-*Definitions* of the KMC with the addition of the following:

- A. Consolidation – the action or process of combining more than one lot or unit into a single lot or unit.
- B. Residential Density – the number of dwelling units per square feet of lot area.

Section 3. Developments subject to Design Review approval pursuant to KMC 17.96 – *Design Review* or 17.104 – *Mountain Overlay Zoning District* that have conducted a preapplication design review meeting with the Commission, as required or voluntary, must file a complete Design Review Permit application and pay all required fees within 180 calendar days of the last review meeting on the preapplication with the Commission, otherwise the preapplication review will become null and void.

Section 4. There shall now be minimum residential densities for new development projects or expansions of existing buildings that exceed a total floor area ratio (FAR) of 1.0 within Subdistrict 1 and Subdistrict 2 of the CC zone district and 0.5 FAR in the T, T-3000, T-4000, and GR-H zone districts as follows:

Zone District	Minimum Residential Density Required (units/SF)			
CC Subdistricts 1 and 2	100% Residential Development 7 / 5,500			
	Mixed Use Development			
	≤ 30% Commercial 4 / 5,500	31-60% Commercial 3 / 5,500	61-80% Commercial 2 / 5,500	≥ 80% Commercial No Minimum except when residential units are provided, there shall be a minimum of 2 units
T	100% Residential Development 7 / 10,000			
	≤ 30% Commercial 4 / 10,000	31-60% Commercial 3 / 10,000	61-80% Commercial 2 / 10,000	≥ 80% Commercial No Minimum except when residential units are provided, there shall be a minimum of 2 units
	T-3000			
T-4000				
GR-H				

- A. For purposes of calculating commercial area for minimum residential densities, commercial square footage shall include all permitted and conditionally permitted uses identified in KMC Section 17.12.020 – *District Use Matrix* under the categories of “Commercial” or “Public and Institutional”.
- B. Percent commercial shall be calculated by dividing the total commercial square footage by the Gross Floor Area for the project.
- C. Total commercial square footage shall be calculated using the total area of commercial uses on all floors in a building or portion of a building measured from the interior walls, excluding:
 - a. Common areas
 - b. Mechanical and maintenance equipment rooms
 - c. Parking areas and/or garages
 - d. Public areas

D. Minimum densities identified in Section 4 may be adjusted subject to the review and approval of a Conditional Use Permit by the Planning and Zoning Commission.

Section 5. There shall now be standards for the consolidation of lots. Additionally, there shall be a specific application type, process, and additional standards for the review and approval of the consolidation of lots as follows:

A. Consolidation of lots within the City shall be permitted in certain zone districts as follows:

Zone District	Consolidation of Lots
CC - Subdistricts 1 and 2	Permitted subject to additional standards
T	Permitted subject to additional standards
T-3000	Permitted subject to additional standards
T-4000	Permitted subject to additional standards
GR-H	Permitted subject to additional standards
GR-L	Permitted subject to waiver
LR, LR-1, and LR-2	Permitted subject to waiver
STO-1, STO-4, and STO-H	Permitted subject to waiver
LI, LI-2, and LI-3	Permitted subject to additional standards
RU and AF	Permitted subject to additional standards

**Additional Standards are outlined in Subsection F. The waiver process is as outlined in KMC Section 16.04.130.*

- B. The definition of “Readjustment of Lot Lines” in KMC Section 16.04.020 - *Definitions*, also known as Lot Line Shifts, shall no longer include the “removal of lot lines”.
- C. Consolidation of lots may only be considered pursuant to the requirements and standards of KMC Section 16.04.030 – *Procedure for Subdivision Approval*.
- D. All preliminary plat applications for consolidation of lots shall only be considered when submitted concurrently with a building permit application or land use development application as applicable.
- E. The final plat for consolidation of lots shall not be signed by the City Clerk and recorded until the proposed development has received one or both of the following as applicable:
 - 1. A certificate of occupancy issued by the City of Ketchum; and
 - 2. Completion of all design review elements as approved by the Planning and Zoning Administrator.
- F. In addition to KMC Section 16.04.040, all preliminary plat applications for consolidation of lots shall comply with the following criteria:
 - 1. The preliminary plat application is in conformance with all applicable building permit and land use development approvals.
 - 2. The preliminary plat application is in conformance with all applicable Zoning Regulations contained within Title 17 – Zoning Regulations.

3. The preliminary plat application is found to be in general conformance with the comprehensive plan in effect at the time the application was deemed complete.

Section 6. No demolition permit shall be issued pursuant to Chapter 15.16 of the KMC that results in the net loss in the total number of residential units currently existing on a property as of the effective date of this ordinance. The following standards apply to all properties within the City:

- A. Development of property, in any zone district, may not result in the net loss of dwelling units.
- B. Total number of dwelling units shall be calculated including all listed or defined dwelling unit uses and terms in the KMC such as, but not limited to, “dwelling, one family”, “dwelling, multi-family”, “dwelling unit, accessory”, and “work/live unit”.
- C. No demolition permit shall be issued for any structure until a building permit application for a replacement project on the property and required fees have been accepted by the City and deemed complete.
- D. Reduction in number of residential units may be permitted subject to the review and approval of a Conditional Use Permit by the Planning and Zoning Commission prior to submittal of a demolition permit application.
- E. In the event of imminent and substantial danger to the health or safety of the public due to neglect or condemnation of the building as determined by the building official or his/her designee, a building may be demolished prior to redevelopment pursuant to the requirements of KMC Section 15.16.030. Prior to demolition of the structure(s), a development agreement shall be entered into between the owner of the property and the City of Ketchum stipulating the total number of units required at the time of development of the property. Said development agreement shall be recorded against the property with the office of the Blaine County, Idaho, Clerk and Recorder.

Section 7. There shall be no parking required for individual retail spaces of 5,500 square feet or less within the Community Core (CC) and Tourist (T) zoning districts.

Section 8. There shall be no parking required for the first 5,500 square feet of office space of a project within the Community Core and Tourist zone districts.

Section 9. New developments on properties within the Tourist zone district that include frontage along River Street from S Leadville Ave to S 2nd Ave, as shown in Exhibit A, shall be subject to the uses permitted and conditionally permitted and associated footnotes for the Community Core – Mixed Use subdistrict (CC-2) as outlined in KMC 17.12.020 – District Use Matrix.

Section 10. Properties within the Community Core – Mixed Use subdistrict (CC-2), as shown on Exhibit B, shall be subject to the following:

- A. Ground floor residential with street frontage is not permitted.

Section 11. Developments within the CC Subdistrict 1 and 2, T (Leadville to 2nd Ave fronting River Street) not exempt from Design Review are subject to the following standards:

- A. For mixed-use developments, a minimum of 55% of the gross floor area, as defined in KMC 17.08.020, of the ground floor must be commercial use(s).
- B. Community housing units are not permitted within basements.
- C. Individual residential dwelling units cannot exceed a total square footage of 3,000 square feet. Total square footage shall be calculated as the total area of residential space within a single residential unit measured from the interior walls. For residential units with multiple floors, staircases and elevators shall be included in the calculation on the first level of the residential unit only.
- D. Developments shall not provide a total number of parking spaces above the minimum parking requirements per KMC 17.125.040 – *Off Street Parking and Loading Calculations*, unless the additional parking spaces are designated for public parking use only or for deed restricted community housing units.

Section 12. Requirements outlined in Sections 10 and 11 of this ordinance may be adjusted subject to the review and approval of a Conditional Use Permit by the Planning and Zoning Commission.

Section 13. All development subject to Design Review pursuant to KMC Section 17.96.010, shall meet the following additional criteria:

- A. The design and uses of the development generally conform with the goals, policies, and objectives of the comprehensive plan.

Section 14. This ordinance shall be in full force and effect from and after its passage and approval and shall remain in effect for a period not to exceed three hundred and sixty-five (365) days from its effective date, pursuant to Idaho Code Section 67-6524.

Section 15. SAVINGS AND SEVERABILITY CLAUSE: It is hereby declared to be the legislative intent that the provisions and parts of this Ordinance shall be severable. If any paragraph, part, section, subsection, sentence clause or phrase of this Ordinance is for any reason held to be invalid for any reason by a Court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 16. REPEALER CLAUSE: All City of Ketchum Ordinances or resolutions or parts thereof which are in conflict herewith are hereby repealed.

Section 17. PUBLICATION: This Ordinance, or a summary thereof in compliance with Section 50-901A, Idaho Code, substantially in the form annexed hereto as Exhibit "A" shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

Section 18. EFFECTIVE DATE: This Ordinance shall be in full force and effect from and after its passage, approval, and publication according to law.

PASSED BY THE CITY COUNCIL and APPROVED by the MAYOR OF KETCHUM IDAHO,
on this ____ day of _____ 2022.

APPROVED:

Neil Bradshaw, Mayor

ATTEST:

Lisa Enourato, Interim City Clerk

EXHIBIT A: PUBLICATION SUMMARY

ORDINANCE 1234

AN INTERIM ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, TO IMPLEMENT REVISED DEVELOPMENT STANDARDS THAT REQUIRE MINIMUM RESIDENTIAL DENSITIES IN CERTAIN ZONE DISTRICTS FOR CERTAIN PROJECTS; REGULATE THE CONSOLIDATION OF LOTS IN CERTAIN ZONE DISTRICTS; PROHIBIT THE REDUCTION OF DWELLING UNITS IN CONJUNCTION WITH DEVELOPMENT PROJECTS; CLARIFY PARKING REQUIREMENTS FOR RETAIL AND OFFICE USES IN THE CC AND T ZONE DISTRICTS; AMEND THE USES PERMITTED IN THE CC-2 AND A PORTION OF THE T ZONE DISTRICT; ADD REQUIREMENTS FOR DEVELOPMENTS WITHIN CERTAIN ZONE DISTRICTS RELATED TO SQUARE FOOTAGE OF USES, LOCATION OF USES, AND PARKING; AND ADD DESIGN REVIEW CRITERIA FOR DEVELOPMENTS IN CERTAIN ZONE DISTRICTS; PROVIDING FOR PUBLICATION BY SUMMARY; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE AND A SUNSET DATE.

A summary of the principal provisions of Ordinance No. 1234 of the City of Ketchum, Blaine County, Idaho, adopted on _____, 2022, is as follows:

- SECTION 1.** Applicability of the ordinance.
- SECTION 2.** Reference to terms defined and added.
- SECTION 3.** Requirements for submittal of final Design Review applications following preapplication meetings with Planning and Zoning Commission.
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- SECTION 14.** Term of the ordinance.
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- SECTION 17.** Provides for publication of this Ordinance by Summary.
- SECTION 18.** Establishes an effective date.

The full text of this Ordinance is available at the City Clerk’s Office, Ketchum City Hall, 191 5th Street West, Ketchum, Idaho 83340 and will be provided to any citizen upon personal request during normal office hours.

ATTEST:

APPROVED:

Lisa Enourato, Interim City Clerk

Neil Bradshaw, Mayor



City of Ketchum

ATTACHMENT C:
Staff Report and Attachments –
August 16, 2022 Hearing of the
Planning and Zoning
Commission



City of Ketchum Planning & Building

STAFF REPORT KETCHUM PLANNING AND ZONING COMMISSION SPECIAL MEETING OF AUGUST 16, 2022

INTRODUCTION AND SUMMARY

The 2014 Comprehensive Plan, developed through extensive community conversations, identified “A Strong and Diverse Economy” and a “Vibrant Downtown” as the top two community values for the City of Ketchum. The plan says:

- “Our downtown core is critical to the economic **health and well-being** of Ketchum.” *(Value 2, pg 8)*
- “Ketchum will work to **retain and help expand** existing independent small local business and corporations.” *(Goal E-1, pg 16)*
- “We will preserve this vibrant commercial area [downtown] as a place where **local businesses can thrive** and where people can congregate.” *(Value 2, pg 8)*
- “We will continue to reinforce the downtown as the **city’s primary business district, retail core, and key gathering place** for residents and visitors.” *(Value 2, pg 8)*
- “We value a **thriving year-round population** of people who can work, live and engage in a dynamic Ketchum community” *(Value 1, pg 8)*
- “The city will promote the siting of **higher density** housing near public transportation, ski base areas, shopping, and designated neighborhoods and districts.” *(Policy H-3.1, pg 21)*
- “Ketchum will have a **mix of housing types** and styles.” *(Goal H-3, pg 21)*
- “Ketchum will **increase its supply of homes**, including rental and special-needs housing for low, moderate, and median-income households.” *(Goal H-1, pg 20)*

However, some recent development trends are inconsistent with the vision of the comprehensive plan. Specifically, the following trends do not align with the vision for Ketchum:

- Ketchum has a severe shortage of housing, which has a negative impact on businesses, the vibrancy of the downtown, and the community.
- Businesses are closing, reducing hours, and struggling to hire new staff.
- Ketchum lacks available office, retail, and restaurant space, limiting the ability for businesses to start or expand within Ketchum.
- Prime ground floor commercial space in new developments primarily feature luxury residential amenities.
- Upper floors in new developments include large penthouse units, rather than office, other commercial uses, or smaller residential units
- Ketchum lost 475 long term rental and ownership housing units from 2000 to 2019.
- Construction of residential units within Ketchum has decreased significantly since 2009.

The long-term vibrancy of the downtown and the strength of Ketchum’s economy is dependent on housing inventory, housing affordability and sufficient commercial space available to a wide variety of services, retail, office, restaurants, and other uses that support the community. The City of Ketchum is tackling housing affordability through the program and policy initiatives associated with implementing the Housing Action Plan, adopted by City Council on May 9, 2022. The city’s development regulations are one of the primary tools in our

toolbox that can directly influence the amount and type of housing built to fulfill the community needs in a thoughtful way.

An emergency ordinance targeted at addressing housing inventory was evaluated by the Planning and Zoning Commission and City Council during a series of meetings in February, March, and April of this year. At the City Council meeting on April 18, 2022, the council did not support adoption of an emergency ordinance. The City Council requested staff conduct additional community outreach to garner feedback on the proposed regulation changes and proceed with an interim ordinance under standard noticing and hearing procedures. A detailed background of the project and overview of all meetings conducted with links to meeting recordings and packet information can be found in Attachment A.

Following City Council direction, the city hosted a facilitated interactive community workshop to discuss the future vibrancy of Ketchum, the role of housing in that vibrancy, and the proposed changes to the city's development regulations. The city also published an online survey as a follow up to the workshop to facilitate broader participation and feedback from the community. The workshop was attended by 23 members of the community and the city received 158 responses to the online survey. Both opportunities for engagement were publicized using a variety of outreach methods including newspaper ads, targeted email communications, social media platforms, and physical postings in high traffic areas throughout the city.

A full recap of the workshop and online survey results can be found in Attachment B of this report. The general community feedback indicated that development trends in Ketchum are not positive for the future vibrancy of the downtown and housing production in the city. Overall, participants at the workshop and in the survey were generally supportive of the proposed changes in the interim ordinance with some recommendations for improvement.

Some of the recommendations for improvement encouraged the city to use incentives in the regulations rather than stipulate specific requirements for new developments. The proposed ordinance includes a mix of incentives and specific requirements to achieve the goals but does not incorporate some of the specific incentives recommended from the workshop and survey. Incentives proposed included the consideration of increased FAR bonuses, building height increases, and reduced parking for residential. These recommendations are areas where regulations can incentivize certain development, however, staff does not believe these specific incentives would be supported by the broader community and do not guarantee achievement of the goals outlined above.

When asked what Ketchum would look like in 10 years if development trends continue, some of the most common responses included "increased shortage of housing", "bigger buildings with less variety", and "loss of vibrancy, retail and nightlife in the downtown area". These statements are not reflections of a future community members seek to embrace. However, community members do want to see "more residential housing available". There is a delicate balance between the size of our built environment and achieving the housing density in key areas that we need to serve our community. Staff believes that the current FAR and building heights provide acceptable regulatory parameters for the goals the community has for density if used more efficiently and prioritized appropriately. The community has voiced, through various forums over the past year, that the FAR and building heights permitted within the downtown should not be further increased.

Additionally, the City of Ketchum recently overhauled the parking requirements in the downtown in 2017, creating significant reductions in parking requirements from what was in place prior. Staff does not believe additional parking reductions for residential uses is prudent at this time. Feedback from the online survey showed that parking exemptions for retail and office were generally supported but were the least favored of all the proposed changes with only 63% of respondents indicating that they agree, somewhat agree, or were neutral to the proposed change. All other changes received 78% or greater support. This indicates that although parking exemptions are seen as a tool, we must be thoughtful and judicious in its use.

Based on all the feedback received, a revised ordinance has been drafted for consideration by the Planning and Zoning Commission. The intent of the Ordinance is to support a strong and diverse economy and create a vibrant downtown by:

- Preserving the existing housing units in the city
- Increasing the creation of new housing units in the city
- Increasing available commercial space in the downtown

Below is an overview of what elements in the ordinance have remained the same, and what elements have changed. For changes, staff provides an overview of the analysis that led to the proposed change with all supplemental materials included as attachments to this report. An executive summary of the proposed ordinance and full text of the proposed ordinance can be found as Attachments C and D respectively.

ANALYSIS

As mentioned above and shown in the community outreach recap and survey results (Attachment B), there was general support from the community on the proposed changes to the development regulations. The initial ordinance included the following five items:

1. Minimum residential densities required for projects with density bonuses in certain zone districts
2. Standards and process changes to the consideration and approval of lot consolidations
3. Requirements and restrictions related to the net loss of units through redevelopment or consolidation of units
4. Parking Exemptions for retail and office uses within certain zone districts
5. Design Review criteria requiring conformance with the 2014 comprehensive plan and policy statements adopted by the Planning and Zoning Commission

No substantial changes have been made to items 1 through 4 of the proposed ordinance, however, revisions to number 5 are recommended. For information related to how items 1 through 4 were developed, please reference Attachment A for links to previous information packets and video recordings and Attachment E for previous studies conducted by outside consultants, data of existing and proposed developments within the city, development scenarios for mixed-use projects, and a Comprehensive Plan land use comparison of each zone district. Feedback during the initial review of the emergency ordinance, at the workshop, and from the online survey reiterated that item 5 was too subjective and created too much uncertainty for the development community. Feedback emphasized that the expectations of outcomes for new developments should be transparent and clear.

The original intent of item 5, as outlined in the staff report for the March 8, 2022 Planning and Zoning Commission, was to “Provide the Commission the ability to ensure all projects receiving a density bonus contribute not only to community housing, but to the vibrancy of the community and the economic stability of Ketchum”. Based on review of the 2014 Comprehensive Plan, the 2022 policy statement adopted by the Planning and Zoning Commission (Attachment F), field observations of neighborhood characteristics and development patterns, and feedback from the workshop and survey, staff is recommending additional development standards and requirements instead of item 5 that:

- Are clear, objective, and transparent, and
- Ensure all developments contribute to a vibrant community and the economic stability of Ketchum by:
 - Increasing the number and types of housing units in and near downtown
 - Facilitating an active vibrant downtown by expanding the areas available for a variety of commercial uses
 - Providing ground floor uses that contribute to a pedestrian oriented experience
 - Reducing the number of unoccupied residential units with ground floor street frontage within the downtown

To achieve the goals stated above, staff proposes the following:

1. Change the permitted uses for the properties on the south side of River Street, with River Street frontage, between Leadville Ave and Second Avenue (see Figure 1 below) to match the uses permitted on adjacent properties within the downtown. This change allows for a wider range of commercial uses but limits future development of single-family housing units.
2. Change the permitted uses for properties in downtown between 2nd and 5th Streets, from 2nd Ave to the alley between Main Street and Washington Ave (see Figure 4 below) to not allow ground floor residential with street frontage.
3. Require new developments in the downtown (CC-1 and CC-2 zone districts) and ski base areas (T zone districts) to meet the following:
 - a. For mixed-use developments, 55% of the gross floor area of the ground floor must be commercial use(s)
 - b. Individual residential units cannot exceed 3,000 square feet of livable area
 - c. Community housing units are not permitted within basements
 - d. Number of parking spaces cannot exceed the minimum required unless for public parking
4. All developments subject to design review must be found in conformance with the comprehensive plan

Below is an analysis of each item listed above with associated background information in the attachments to this staff report.

Uses Permitted on River Street Properties

Goal: Expand areas available for commercial use near the downtown and increase the number of housing units in the city.

Staff is recommending that the permitted and conditionally permitted uses on properties fronting River Street between Leadville Ave and 2nd Ave match the uses permitted and conditionally permitted in the CC-2 zone district. The CC-2 zone district is an area within the downtown shown in speckled yellow in Figure 1. See the area outlined in an orange dashed line on Figure 1 for the properties that would be included in this provision. The Comprehensive Plan designates the Tourist zone south of downtown as “Commercial/Employment” acknowledging that residential uses are important, but that commercial uses supporting the tourism industry should be priority.

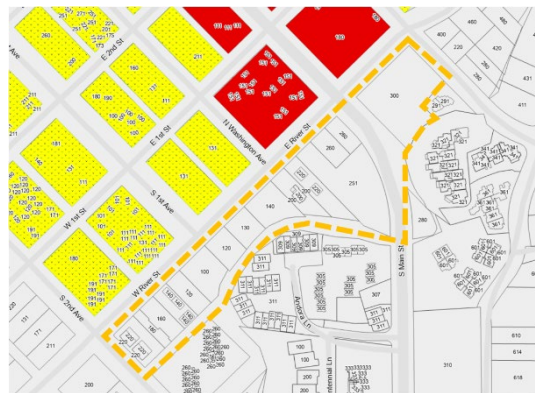


Figure 1: River Street properties where permitted uses would change

Currently, this portion of the Tourist zone district is a mix of commercial and hotel uses, but also large single-family residential uses. Some of the office uses that exist are not currently permitted as a use by right. In one case, a former lodging establishment was converted into a single-family residence. Conversions like this are counter to the housing and economic goals of the city, as the number of people housed (even on a short-term basis) decreased and a single-family residence is not as supportive of the needs of the tourism industry as a lodging establishment in walking distance to downtown and ski base area amenities.

Based on statements within the comprehensive plan and the characteristics of this grouping of properties in proximity to downtown, staff believes that allowing for the same types of uses as the Community Core Mixed Use subdistrict (CC-2, shown in yellow in Figure 1) would not only expand the types of commercial uses permitted, but would prohibit the creation of additional single-family dwelling units. Attachment G is a list of

permitted and conditionally permitted uses in the Tourist and CC-2 zone districts for comparison with differences highlighted.

Permitted Uses on Certain Downtown Properties

Goal: Increase the available space for commercial uses in the downtown and reduce the amount of potentially vacant ground floor residential uses with street frontage.

Scarcity of available commercial space in the downtown drives up the price of leasing space and limits the ability of businesses to find start-up space or expand in the downtown. Lack of affordable space in the downtown also draws uses desired for a vibrant downtown, like restaurants and retail, into other areas such as the light-industrial district. Over the past seven years the City of Ketchum has made land use decisions regarding building types and uses in the downtown resulting in an expansion of the areas where ground floor residential is permitted therefore reducing the space available for commercial uses.

In 2015, the city of Ketchum repealed and replaced the Form Based Code (in place since 2006) for a more traditional matrix style zoning code. Although the configuration of the downtown subdistricts remained unchanged, the permitted uses in Subdistricts A and B (see Figure 2) changed to allow ground floor residential provided the residential did not have street frontage. Previously, ground floor residential was not permitted at all in Subdistricts A and B. The 2015 code amendment reduced the amount of commercial square footage potentially available.

The most significant change occurred in 2018 when the city consolidated the four subdistricts shown in Figure 2 into two subdistricts: 1) Retail Core and 2) Mixed-Use (see Figure 3). This consolidation eliminated Subdistrict B and allowed ground floor residential with street frontage throughout the entire Mixed-Use subdistrict. The consolidation of subdistricts decreased the total area within the Community Core dedicated to street front ground floor commercial uses by 19.6%.

The 2018 change has proved problematic for the City of Ketchum due to the lucrative luxury residential market. Trends over the past few years have shown that large penthouse residential units and associated amenities will take priority over commercial space without further regulatory guidance. During the community workshop and the online survey, community members encouraged the evaluation of increasing the size of the downtown as a whole, or just the Retail Core to create more areas where commercial can go to increase the supply.

Commercial uses benefit from the visibility of high traffic vehicular, pedestrian, bicycle, and public transportation corridors. The Retail Core, shown in Figure 3, is a great example of this. Retail, restaurant, and entertainment uses anchor and activate Hwy 75, 4th Street, and Sun Valley Rd encouraging visitors to gather, shop, eat, and be entertained. This concentration of uses also encourages visitors to walk the downtown so see what is around the destination they started from. Staff believes an expansion of the area dedicated to street front ground floor commercial must mirror this same concept, concentrating ground floor commercial uses in high visibility, high



Figure 2: 2015 Zone District Map (4 subdistricts)

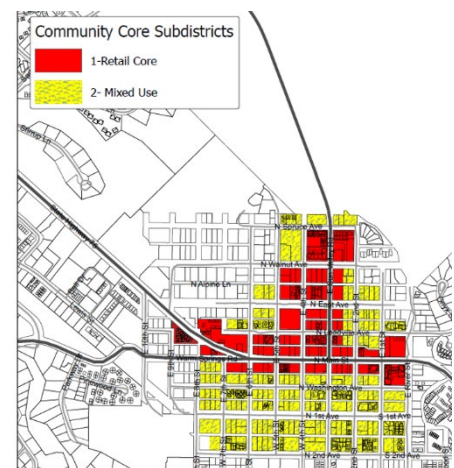


Figure 3: 2018 Zone District Map (2 subdistricts)

traffic areas and positioning 100% residential projects on the outer ring of the downtown, serving as a transition to the adjacent residential neighborhoods.

Based on this approach, staff recommends prohibiting ground floor residential with street frontage on properties in the downtown between 2nd and 5th Streets, from 2nd Ave to the alley between Main Street and Washington Ave, as shown in Figure 4 to the right. This change will serve as an extension of the 4th Street and Sun Valley Rd Retail Core and will increase the area within the downtown dedicated to street front commercial uses by 43%.

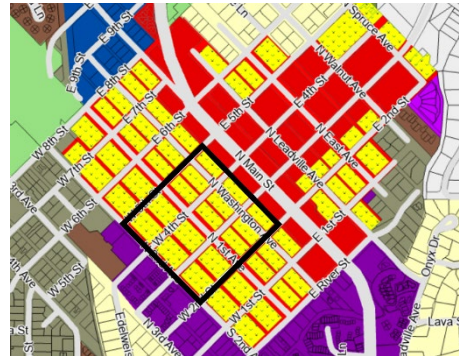


Figure 4: Proposed boundaries where ground floor residential with street frontage is prohibited.

Minimum Commercial Square Footage

Goal: Creating an active and vibrant downtown by increasing the amount of available commercial space.

Development trends in the city have shown that the ground floor of mixed-use buildings prioritizes amenities, such as grand residential entries, storage areas, and private garages for larger penthouse units on the upper floors of a development. This trend is problematic as it reduces the amount of ground floor space available for more active uses such as retail, restaurants, and professional services. The policy statement adopted by the Planning and Zoning Commission states that successful projects should “Maximize ground floor restaurant and retail uses”.

To quantify the intent of the policy statement, staff recommends that 55% of the gross floor area of the ground floor in mixed-use developments contain commercial uses. By setting a minimum percent of commercial space on the ground floor, development teams will need to evaluate the layout of uses to maximize the amount of ground floor commercial and minimize space dedicated to non-commercial uses. To develop this recommendation, staff consulted the development scenarios created by Love Schack Architecture, reviewed the percent commercial on proposed projects in the downtown, and compared other mountain resort regulations.

The Love Schack development scenarios assumed between 3600-4,000 SF of commercial floor area on the ground floor and demonstrated how that development model can be achieved with adequate surface parking off the alley. Please see the Love Schack development scenarios in Attachment E. In these scenarios, just over half of that square footage would need to be commercial. This leaves the remaining amount for circulation, storage, parking, garbage, and mechanical space needs.

Peer resort communities such as the City of Aspen and the City of Crested Butte prioritize ground floor commercial uses by restricting certain uses to the back of the property by not allowing the use within 40 feet of the front property boundary. This approach achieves the goal of stipulating ground floor uses but does not provide a lot of design flexibility for properties accommodating on site surface parking in the rear.

In review of proposed projects within the downtown, many of the projects would not meet the 55% threshold primarily due to the placement of residential units on the ground floor, inclusion of oversized private garages with storage for penthouse units, or parking required for office uses. Requiring 55% of the ground floor as commercial uses minimizes the inclusion of ground floor residential units, will encourage the inclusion of smaller residential units with parking exemptions, deter oversized private garages that usually count towards gross floor area, and encourage the minimization of residential lobbies.

Size of Residential Units

Goal: Increase the number of housing units and provide a variety of housing sizes and types in the downtown.

As discussed above, development trends in the downtown have resulted in an increase in the number of large penthouse units, vacant most of the year, rather than more units that have a variety of sizes and layouts within a development. Staff recommends a maximum square footage on residential units of 3,000 square feet. In recent years, projects receiving FAR density bonuses are maximizing the square footage of developments for the creation of larger units, rather than simply providing more units of a variety of types and sizes. See Attachment H for a list of example projects within the downtown. As outlined in KMC 17.124.040.B.1, the purpose of the FAR density bonus incentive is to “encourage new development to include a reasonable supply of affordable and resident occupied workforce housing for sale or rent, to help meet the demand and needs for housing of the community’s employees”, not to build large penthouses that function much like the single-family homes that are prohibited in the downtown and vacant most of the year.

Placing a maximum square footage on residential units, combined with minimum density requirements, increases the total potential number of units within a building utilizing the FAR density bonus program. The City of Aspen limits the net livable square footage of all units (free market or community housing) to 2,000 square feet in the Commercial Core. Staff is supportive of limiting square footage of residential units to 2,000 square feet, however, the Planning and Zoning Commission provided feedback to staff during review of the emergency ordinance that proposed changes should not eliminate the ability of developments to provide some larger units in a building to subsidize other uses. As such, staff recommends a maximum individual square footage of 3,000 square feet. This allows for a large unit, but also encourages projects to creatively accommodate additional smaller residential units, increasing the total number of units in a project.

Location of Community Housing Units

Goal: Ensure that community housing units for Ketchum’s workforce are of a livability standard similar to market rate residential units within Ketchum.

The Planning and Zoning Commission policy statement adopted on April 12, 2022, states that successful projects do not place community housing units in basements. Generally, developments place on-site community housing units in the less desirable areas of a development. Most commonly, these are ground floor areas off alleys or on the back sides of buildings with less light and less marketable views. Although this is understandable to a certain extent, the Planning and Zoning Commission felt that basement community housing units did not provide basic livability standards such as access to adequate light and air. As such, staff recommends that this provision in the policy statement be codified.

Parking

Goal: Reduce the amount of ground floor area dedicated to parking.

The policy statement referenced above also indicates that projects should not provide more parking than what is required by code unless the parking is dedicated for public use. Staff believes this provision to be in line with the goals of the interim ordinance and reflects recommendations by the Planning and Zoning Commission. Staff recommends that this require can be adjusted through the review and approval of a conditional use permit for unique or extenuating circumstances.

Conformance with Comprehensive Plan

Goal: Ensure projects forward the goals and objectives of the Ketchum Comprehensive Plan.

Staff recommends that all projects subject to design review demonstrate conformance with the comprehensive plan. The 2014 Comprehensive Plan is the guiding document for all land use decisions and policies within the City of Ketchum and was the result of a long and extensive community engagement effort.

Adoption of the comprehensive plan represents a common agreement between community members as to the vision of the community and how to get there. It is common across the country to see a standard of approval or criteria in land use regulations related to comprehensive plan conformance, and it is seen as a best practice. This ensures that all land use decisions are evaluated against the goals, policies, and objectives the community as a whole has agreed to.

STAFF RECOMMENDATION

Staff request the Commission consider the information above and make a recommendation on the proposed ordinance.

ATTACHMENTS:

- A. Ordinance Background and Timeline
- B. Community Outreach Recap and Survey Results
- C. Executive Summary – Draft Ordinance 1234
- D. Full Text – Draft Ordinance 1234
- E. Love Schack Development Study, Density Study by Zone District, Comprehensive Plan Comparison, Development Scenarios
- F. Policy Statement for Community Core, Tourist, and GR-H Projects
- G. Permitted Use Comparison for CC-2 and T Zone Districts
- H. Residential Unit Mix and Sizes for Downtown Developments
- I. Public Comment



City of Ketchum

ATTACHMENT A: Ordinance Background and Timeline

Interim Ordinance 1234 Background and Timeline

The City Council, Planning and Zoning Commission, and Urban Renewal Agency acknowledged the housing crisis during a joint work session on February 8, 2022, and identified short-term actions that could be taken by each entity based on their role, authority, and capacity. In that meeting, the Commission also expressed concern about the type of development projects occurring in the downtown and the long-term impact on the vibrancy and housing inventory. Following the joint work session, the Commission proceeded with the implementation of short-term code changes to address the concerns raised in the joint work session. The Commission held four meetings to review information prepared by staff, receive public comment, and provide direction to staff on the following:

- February 15, 2022 – information on short-term and long-term code changes
- March 8, 2022 – goals, background data and research, draft ordinance, draft policy statement
- March 29, 2022 – clarifications of draft ordinance and draft policy statement
- April 12, 2021 review and adoption of the Commission policy statement for development in the Community Core, Tourist, and GR-H zone districts

At the special meeting on March 29, 2022, the Commission voted to recommend approval to the City Council of the emergency ordinance with some changes. The revised emergency ordinance, incorporating the recommended changes from the Planning and Zoning Commission, was presented to the City Council at their regular meeting on April 18, 2022. At that meeting, the City Council was not supportive of adopting the regulations under the abbreviated process allowed for emergency ordinances. The City Council directed staff to conduct additional community outreach to garner feedback on the proposed ordinance changes and proceed with an interim ordinance under standard noticing and hearing procedures.

A community workshop was held on June 28, 2022 followed by an online survey to gather feedback from the community on the proposed development regulations. Following receipt of that feedback, a revised ordinance was drafted for consideration. The city has maintained a project website for this initiative at www.projectketchum.org/vibrancy-housing. The revised draft ordinance and supporting information was posted to the website on July 28, 2022 followed by a targeted email communication announcing its availability.

A public hearing notice for the August 16, 2022 public hearing with the Planning and Zoning Commission was mailed to all political subdivisions on July 27, 2022. The public hearing notice was published in the Idaho Mountain Express the on July 27, 2022. A notice was posted at Ketchum City Hall, the Ketchum Post Office, Ketchum Town Square, and the city's website on July 27, 2022.

Links to Packet and Video Recordings for all public hearings to date:

[February 8, 2022 – Joint Work session](#)

[February 15, 2022 – Planning and Zoning Commission](#)

[March 8, 2022 – Planning and Zoning Commission](#)

[March 29, 2022 – Planning and Zoning Commission](#)

[April 12, 2022 – Planning and Zoning Commission](#)

[April 18, 2022 – City Council](#)



City of Ketchum

ATTACHMENT B: Community Outreach Recap and Survey Results



City of Ketchum Planning & Building

COMMUNITY OUTREACH OVERVIEW Community Conversations: Vibrancy & Housing July 27, 2022

Following direction from the City of Ketchum City Council to obtain additional public input on the proposed interim ordinance, the city conducted additional community outreach. An interactive community workshop and online survey were conducted to ensure feedback from a broad range of community members.

The general community feedback indicated that development trends in Ketchum are not positive for the future vibrancy of the downtown and housing production in the city. Overall, participants at the workshop and in the survey were generally supportive of the proposed changes in the interim ordinance. The following summarizes the results of the workshop, and the survey results are attached for review.

COMMUNITY WORKSHOP

A community workshop was held on June 28, 2022, Community Conversations: Vibrancy & Housing. The purpose of the workshop was to discuss the future vibrancy of Ketchum, the role of housing, and proposed changes to the city's development regulations. 23 members of the community joined members of the City Council, Planning and Zoning Commission, and staff.

The workshop was two hours, including a brief presentation of introductions and background information focused on elements of the Ketchum Comprehensive Plan and current trends that the city is seeing. This presentation was followed by a round table discussion format where attendees were asked two questions:

- If the trends continue, what do you believe the City of Ketchum will look like in 10 years?
- What should a vibrant downtown Ketchum look and feel like?

Following discussion of the questions above, participants were provided an overview of the proposed regulations in the interim ordinance. Attendees were asked to reflect on the proposed changes and discuss which changes support their vision of a vibrant downtown Ketchum and help to increase housing production. Each table included one City of Ketchum staff member, acting as a table facilitator and note-taker. At the conclusion of the workshop, one community member from each table reported out the top three takeaways from the discussion that stood out the most. Below is an overview of what we heard.

Workshop Feedback.

The following highlights the most common responses provided by participants:

If the trends continue, what do you believe the City of Ketchum will look like in 10 years?

1. Increased shortage of housing
2. Loss of local full-time residents and younger people
3. Increased price of goods and services
4. Loss of vibrancy, retail, and nightlife in the downtown area

5. More remote workers or people commuting long distances
6. Bigger buildings with less variety
7. Shorter “Slack” period leading to burnout of employees

What should a vibrant downtown Ketchum look and feel like?

1. More pedestrians and people riding bikes, less cars
2. Diversity of age and ethnicity in our town
3. More outdoor gathering areas
4. More local businesses that are open longer hours
5. More year-round attractions and events for younger people
6. More residential housing available for all income levels
7. Climate friendly community (EV charging, solar, etc.)

Which pieces of the proposed ordinance support your vision of a vibrant downtown Ketchum? What are we missing?

Most of the tables supported all proposed code changes. The workshop attendees supported the changes to related to “no net loss of units” and “limitations on consolidation of lots”, acknowledging Ketchum should not lose any existing housing or future opportunities for housing in exchange for larger single-family homes. The parking exemptions were also supported, with discussion focused on a parking management plan for the downtown and the importance of safe walking and biking infrastructure that promotes alternative transportation options into the downtown. Participants generally supported the idea of minimum residential densities in new developments, however, some participants noted that incentives should be used to achieve this goal rather than regulatory restrictions. Other participants acknowledged that the minimum requirements would increase the amount of housing in the downtown but were unsure how much of an impact it would have on affordability of housing.

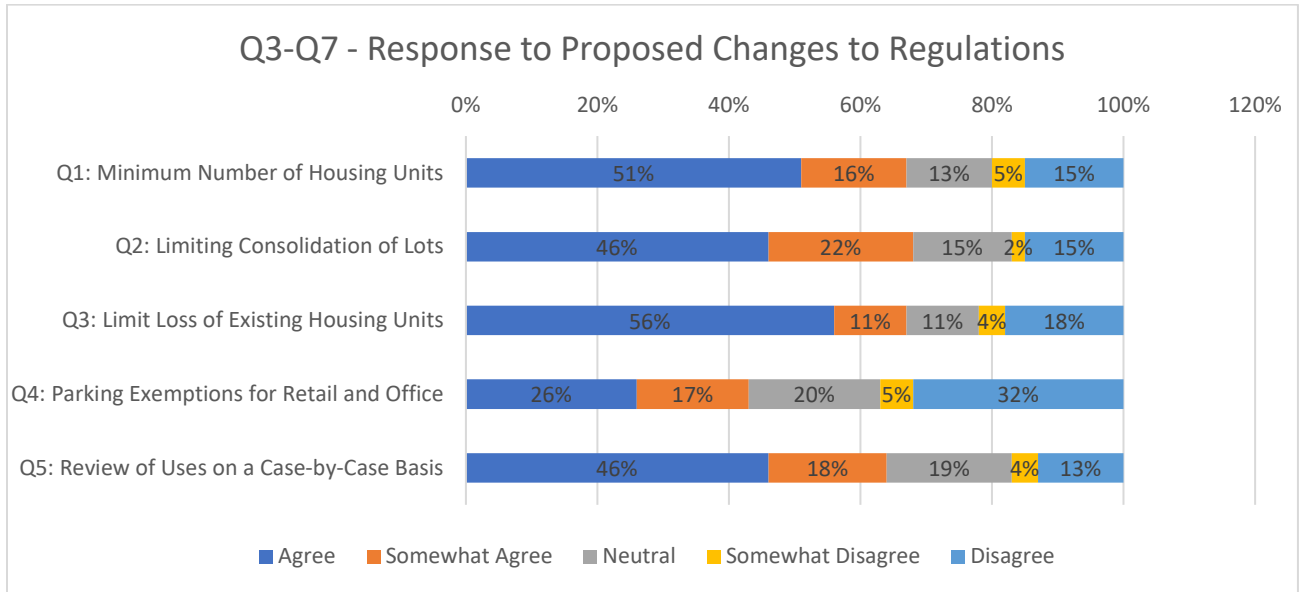
The final change reviewed by the groups was related to the discretionary review of uses during the design review process. Participants from two of the four tables generally agreed that we should prioritize active commercial uses and public space on the ground floor of developments but reiterated that it should be predictable and objective to reduce the uncertainty on the development community.

ONLINE SURVEY

The online survey was designed to be an extension of the workshop to ensure that the survey could be used by workshop participants with additional comments, or community members not able to attend the workshop. The city received 158 responses to the online survey. To view the contents of the full survey including information provided and full text of the questions, please see Attachment A. For the full data set of responses, please see Attachment B. In Attachment B, Question 3 through Question 7 reports results in a numerical value that relates to the scale provided in the survey, which may be confusing. The scale was from 0-4 indicating the following response:

- Agree – 0
- Somewhat Agree – 1
- Neutral – 2
- Somewhat Disagree – 3
- Disagree – 4

For ease of use, below is a chart showing the percentage of all responses for Questions 3 through 7. The number of the question and topic is listed on the left side of the chart.



For additional information on this project and next steps, please visit www.projectketchum.org/vibrancy-housing.



City of Ketchum

ATTACHMENT: Vibrancy and Housing Online Survey



Community Conversations: Vibrancy & Housing

Welcome

Thank you for taking the time to give us your thoughts. This survey is a follow up to the community work shop on June 28, 2022 – **Community Conversations: Vibrancy & Housing**. The workshop was hosted by members of the Ketchum City Council and Planning and Zoning Commission, where community members discussed the future vibrancy of Ketchum, the role of housing, and proposed changes to the city’s development regulations.

If you couldn’t attend the workshop, not a problem! This survey includes information to get you up to speed.

If you attended the workshop and have additional thoughts, great!

We know your time is valuable and we appreciate you spending approximately 15 minutes to complete this survey. Time well spent to ensure a vibrant future for our community!

For information and updates on this and other projects within the City of Ketchum, go to www.projectketchum.org.



Community Conversations: Vibrancy & Housing

Did you know?

The City of Ketchum conducted an extensive community conversation to update our comprehensive plan in 2014. That plan identified “A Strong and Diverse Economy” and a “Vibrant Downtown” as the top two community values for the City of Ketchum. The plan provides guidance on priorities we should have and actions we should take to make sure we align with our values and achieve our goals.

Ketchum tracks trends in our community to see if we are on the right track. Some of what we are seeing is not in line with what the plan says we should prioritize to achieve our values and goals.



Community Conversations: Vibrancy & Housing

What we are seeing

Below are statements from our comprehensive plan, and observations we have seen over the past few years within Ketchum.

Please take a couple minutes to review this information before moving on to our first survey question at the bottom of the page.

Our Plan Says...



"Our downtown core is critical to the **health and well-being** of Ketchum."

"Ketchum will work to **retain and help expand** existing independent small local business and corporations."

"We will preserve this vibrant commercial area as a place where **local businesses can thrive** and where people can congregate."

What we see...



Businesses are...
Closing
Reducing hours
Struggling to hire

Lack of space in the downtown

Our Plan Says...



"We will continue to reinforce the downtown as the **city's primary business district, retail core, and key gathering place** for residents and visitors."

What we see...



Prime ground floor commercial space primarily features residential amenities

Upper floors include large penthouse units, rather than office or other commercial uses

Our Plan Says...

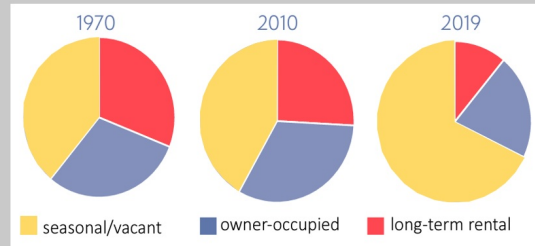


“We value a **thriving year-round population** of people who can work, live and engage in a dynamic Ketchum community”

What we see...



Highly profitable market for luxury second homes **vacant most of the year** or short-term rental properties for visitors



Our Plan Says...



“Ketchum will have a **mix of housing types** and styles.”

“The city will promote the siting of **higher density** housing near public transportation, ski base areas, shopping, and designated neighborhoods and districts.”

What we see...



In 2021, **2 out of 3 building permits** were for low density single family detached homes or detached townhomes

Those homes are in areas designated for more housing

Our Plan Says...

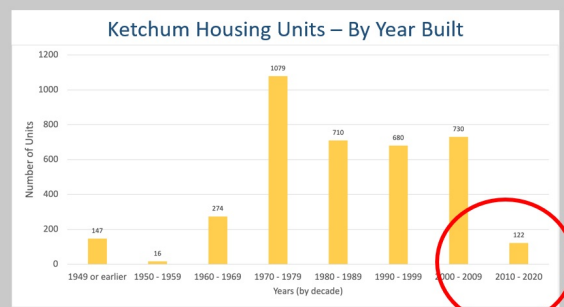


“Ketchum will **increase its supply of homes**, including rental and special-needs housing for low, moderate, and median-income households.”

What we see...



Residential construction has slowed



Our Plan Says...



“Ketchum will **increase its supply of homes**, including rental and special-needs housing for low, moderate, and median-income households.”

What we see...



Loss of existing housing and potential new housing

Redevelopment of Property

Wood River Racquet Club:
26 units to 11

Bavarian Village:
26 units to 16

Consolidation of land

Two lots into one

Consolidation of units
Duplex into single family

Loss of **475** long term rental units
(short term rentals and property sales)

Our Plan Says...



“With housing and land prices expected to increase, and wages expected to remain relatively constant, the community must **explore ways to ensure that citizens have a reasonable choice of housing.**”

What we see...



Ketchum will need **66 to 98** housing units annually for the next 10 years – for workforce housing alone

Additional housing needed for people moving here

1. At our workshop, after an overview of the current development trends as identified in the previous information, community members were asked “If the trend continues, what do you believe the City of Ketchum will look like in 10 years?”

Below are some of the most common responses on how Ketchum might look in 10 years. Please tell us whether you agree, disagree, or are unsure with what we heard:

	Strongly agree	Agree	Unsure	Disagree	Strongly disagree
Increased shortage of housing	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Loss of local full-time residents and younger people	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Increased price of goods and services	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Loss of vibrancy, retail, and nightlife in the downtown area	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Bigger buildings with less variety	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Shorter 'slack' periods leading to burnout of employees	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Anything you want to add?

2. Community members were also asked “What should a vibrant downtown Ketchum look and feel like?”

Please tell us if you agree, disagree, or are unsure with what we heard:

	Strongly agree	Agree	Unsure	Disagree	Strongly disagree
More pedestrians and people riding bikes, less cars	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Diversity of age and ethnicity in our town	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
More outdoor gathering areas	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
More local businesses that are open longer hours	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
More year-round attractions and events for younger people	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
More residential housing available for all income levels	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Climate friendly community (EV charging, solar, etc.)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Anything you want to add?



Community Conversations: Vibrancy & Housing

The Planning and Zoning Commission and Planning and Building Department staff have been evaluating potential changes to the city's development regulations to address some of the trends we are seeing. Please take a look at the following proposed changes and tell us whether you think these changes support your vision of a vibrant downtown Ketchum!

[Click here](#) for the executive summary of the proposed changes for more detail.



Community Conversations: Vibrancy & Housing

Proposed Changes - Units

To increase the number of housing units built, the city could require a minimum number of housing units in new developments, without increasing the height or size of buildings:



For Example:



Require 4 housing units instead of 2 in the downtown (5,500 SF lot)



Require 4 housing units instead of 2 in ski base areas (10,000 SF lot)

3. The city should consider requiring a minimum number of housing units in new developments of a certain size.

Agree Neutral Disagree



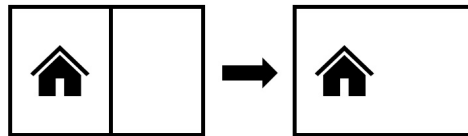
Community Conversations: Vibrancy & Housing

Proposed Changes - Lots

To preserve land for new housing, the city could limit areas where consolidation of lots could occur:



For Example:



Not encouraged for low density residential neighborhoods to preserve neighborhood character

Encouraged in the downtown and ski base areas to promote high density

4. The city should consider limiting where consolidation of lots can occur.

Agree Neutral Disagree



Community Conversations: Vibrancy & Housing

Proposed Changes - Housing Loss

To preserve our existing housing, the city could put regulations in place to make sure we don't lose the housing we already have:



For Example:

Require new developments to replace any existing housing units



Duplexes could not be converted into single-family homes



5. The city should consider regulations that limit the loss of existing housing units.

Agree Neutral Disagree



Community Conversations: Vibrancy & Housing

Proposed Changes - Parking

The city could incentivize the construction of new retail and office space:



For Example: Parking Exemptions



No parking required for retail spaces less than a certain size



No parking required for a certain amount of office space

6. The city should consider additional parking exemptions for retail and office space.

Agree Neutral Disagree



Community Conversations: Vibrancy & Housing

Proposed Changes - Review

The city could review the proposed uses and location of uses in new developments to ensure new developments contribute to a vibrant community:



For Example:

For larger projects, types and location of uses could be reviewed during approval process



7. The city should consider reviewing the type and location of uses in each project on a case-by-case basis.

Agree Neutral Disagree



Community Conversations: Vibrancy & Housing Conclusion

Thank you for taking time to complete the survey. The city will post survey results and next steps on this initiative to the project website under “Planning Initiatives” at www.projectketchum.org.

8. If you have additional thoughts, comments or questions, please note them here:

9. If you would like to receive email updates on this initiative, please enter the following information:

Name

Email Address



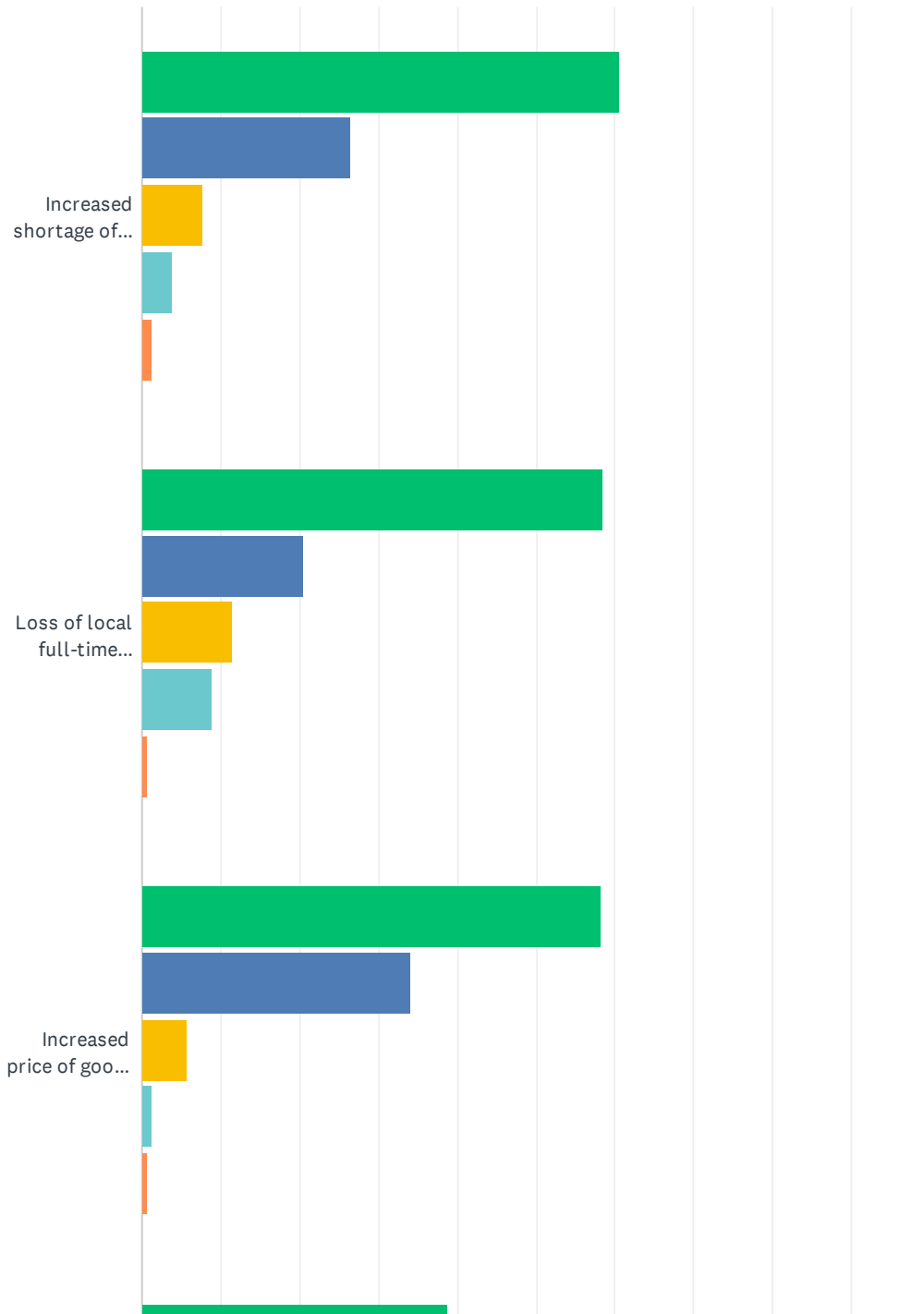
City of Ketchum

ATTACHMENT:

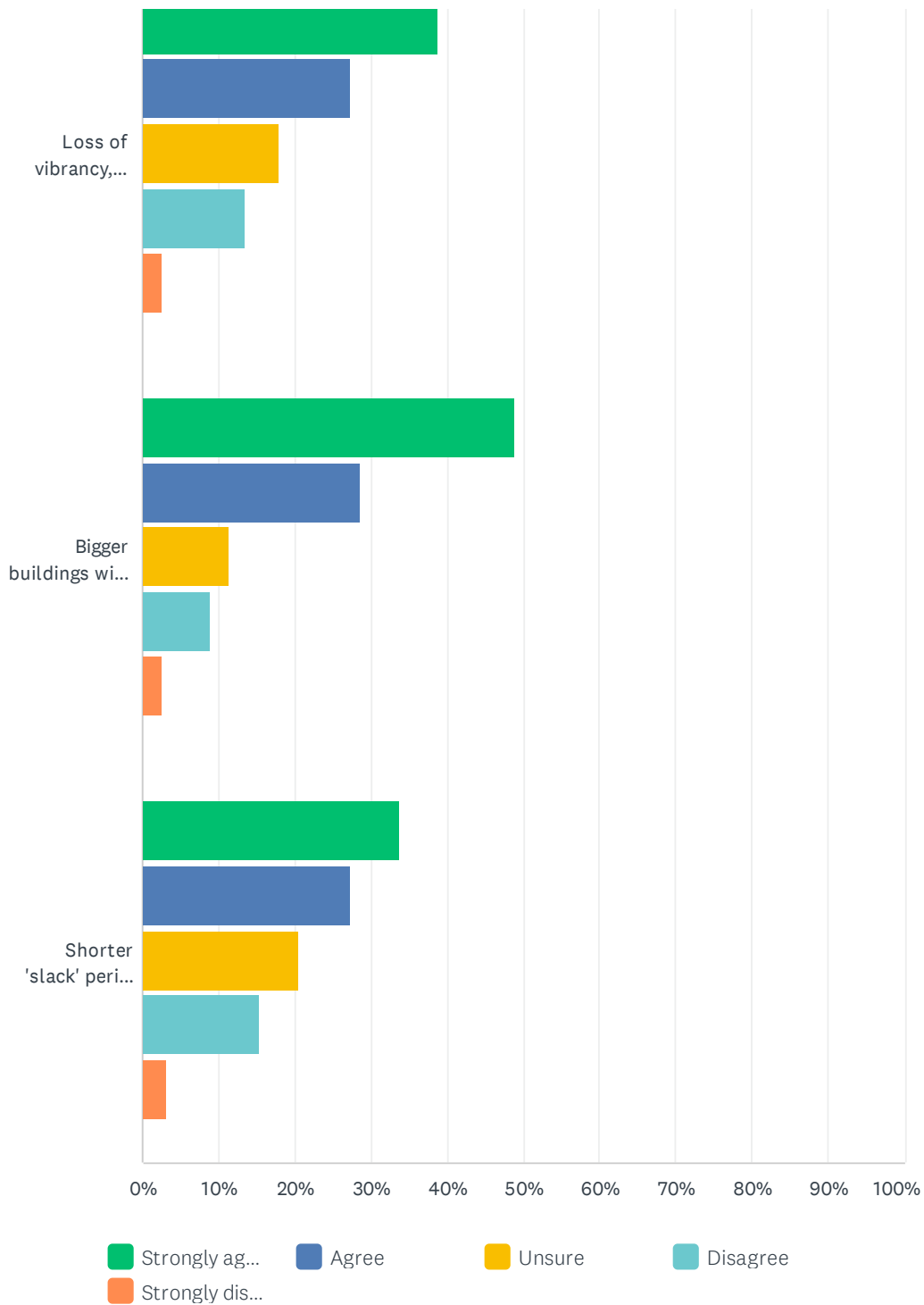
Vibrancy and Housing Online Survey – Full Summary Results

Q1 At our workshop, after an overview of the current development trends as identified in the previous information, community members were asked “If the trend continues, what do you believe the City of Ketchum will look like in 10 years?” Below are some of the most common responses on how Ketchum might look in 10 years. Please tell us whether you agree, disagree, or are unsure with what we heard:

Answered: 158 Skipped: 4



Community Conversations: Vibrancy & Housing



Community Conversations: Vibrancy & Housing

	STRONGLY AGREE	AGREE	UNSURE	DISAGREE	STRONGLY DISAGREE	TOTAL	WEIGHTED AVERAGE
Increased shortage of housing	60.65% 94	26.45% 41	7.74% 12	3.87% 6	1.29% 2	155	1.43
Loss of local full-time residents and younger people	58.33% 91	20.51% 32	11.54% 18	8.97% 14	0.64% 1	156	1.37
Increased price of goods and services	58.23% 92	34.18% 54	5.70% 9	1.27% 2	0.63% 1	158	1.47
Loss of vibrancy, retail, and nightlife in the downtown area	38.85% 61	27.39% 43	17.83% 28	13.38% 21	2.55% 4	157	1.60
Bigger buildings with less variety	48.73% 77	28.48% 45	11.39% 18	8.86% 14	2.53% 4	158	1.53
Shorter 'slack' periods leading to burnout of employees	33.76% 53	27.39% 43	20.38% 32	15.29% 24	3.18% 5	157	1.66

#	ANYTHING YOU WANT TO ADD?	DATE
1	The fifth question contradicts the precedent questions. Is the Ketchum council try to stay stuck in time with social engineering?	7/20/2022 11:15 PM
2	Spot on!	7/20/2022 10:13 AM
3	How did those lots get the permitting to be able to combine two lots into one?	7/20/2022 7:41 AM
4	Regarding burnout, this relates to housing insecurity as well as affordability. it's a mental health emergency as the 400 displaced household each faced economic stress and for many relocation.	7/20/2022 2:10 AM
5	Certainly access to affordable housing and qualified employees is important for both professional (e.g. teachers, nurses) and service (e.g. retail, hospitality, maintenance) aspects of the economy. In addition, the vibrancy of the community can be enhanced by attracting and developing attractive employment opportunities that align with our unique assets. For example, Sustainability and applied technology; Recreational goods and services (remember Scott?). Consistent air service is also important to the vibrancy and continuity of activity in our community.	7/20/2022 1:38 AM
6	As ketchum is "growing up" to a desired "city" and "on the map", slack may get shorter but burnout shouldn't be a concern for employers. Most employees in our Country work all year and have no slack. Also, we have a fantastic transit system for our small town Which is now becoming a city. In most cities across the country, all workers do not live in the city in which they work due to housing costs. They commute into the city each day to work. Many cities do not have sufficient mass transient and people have to drive up to an hour each way. Ketchum is way ahead of this....mtn express travels to twin, bellvue, Hailey. We're ahead of the curve!	7/19/2022 9:34 PM
7	Young people who are here to ski will live in small apartments in town near where they work because they are working or playing and not spending time at home. But for the person or family that wishes to dwell in their home will not want to live in a small city type apartment building. Be creative with the buildings you are looking to build and their location. Will they offer a healthy lifestyle. If you want young and middle age people to stay and make this their home. The city needs to advocate for business to relocate or start-ups to come here not just short term workers. Ketchum needs more then small apartments in box type buildings that only offer a place to sleep. I truly do not think that the City is not being creative in the types of complexes and where to build . I understand that we are behind the eight-ball We are playing catch-up BUT not crossing the T's or dotting the I's. The city is allowing building to be build with out enough parking. The P&Z is also too busy and pushing buildings through. Building being allowed with out adequate parking and from looking at the Barrato building that is going up on fourth street and the rendering of his building at the entrance of our town....Well... they are not even going by the information that was collected at the open house at the Or-Wagon Museum on what we (the Ketchum residence) want our town to look like! Very Frustrating and scary the direction that our town is going!Why can't the city work with Blaine County on the property at the hospital light on hwy 75 . I know that there are issues but something could be	7/19/2022 5:00 PM

Community Conversations: Vibrancy & Housing

done along with the property that the Lift Tower Inn is located (it could be knocked down and built on instead of taking the parking lot away and putting housing there. I will end because I bought that these concerns will not be considered because they have been stated before in conversation etc.

8	These survey questions are designed to give the City the answers it wants, not designed to accomplish an open exchange of views and ideas. A waste of time	7/19/2022 4:25 PM
9	Shorter slack isn't the issue, lack of employees is. Many of these businesses need to step up and not rely on public to do so. Ketchum is an expensive tourist town full of part timers and visitors. That is our most recent history. Not a lot of sheep farmers anymore. Go with the flow, not against it.	7/19/2022 3:49 PM
10	The issue caters around the lack of available land and the extremely high prices of land that hs become available in a high demand market spurred on by the pandemic. Mixed use is the best way to solve this problem with penthouse residential paying a premium on the upper floors o subsidize ground floor commercial. No one understands that there is no bank construcion debt available to build on a peculate basis. Banks are restricted by the Federal regulators from doing so. Therefore anyone wanting to develop in town property must find the money to do so from private debt and equity sources. That's the principal reason no mixed use buildings re being built that can contain affordable housing units.	7/19/2022 3:17 PM
11	Don't try to stick everything in the CC zone - allow for restaurants or other pocket areas to be vibrant as well.	7/19/2022 2:22 PM
12	For many, less slack is a good thing!	7/19/2022 2:13 PM
13	Increased remote workforce	7/18/2022 5:17 PM
14	1) decrease in workers...leading to deterioration of breadth in available businesses/services on which full-time residents rely. 2) lack of ability for Ketchum, as a whole community, to continue to provide a quality experience to our visitors. 3) although Ketchum is geographically/aesthetically special, it is people that make the community. loss of full time residents and reduction in the diversity of the full time resident population will dim the fabric of the community; I want to have neighbors with whom I can share life all 12 months of each year.	7/18/2022 4:41 PM
15	Overcrowding of schools, childcare, camps	7/18/2022 1:32 PM
16	Burnout of employees is based on not enough employees, rather than shorter slack	7/16/2022 6:11 PM
17	I too face housing insecurity, I have lived here for 30+ years	7/16/2022 3:37 PM
18	Lack of connection to the community with short-term residents/visitors	7/16/2022 11:27 AM
19	Shorter slack should give more stable employment.	7/16/2022 9:05 AM
20	Continued shortage of housing might be more accurate. Housing supply in Hailey, Bellevue and the County from already approved and planned projects will provide for families seeking a home/yard configuration nearer to where their kids will go to school. There won't be fewer locals but there could be different locals as older term locals cash out to take advantage of their increased property values and are replaced by new residents, as we have experienced over the past couple of years. A long term local isn't any more special than a new local; we were all new locals once. Vibrancy means different things to different people. There is no reason why a stable or increasing population should be any less vibrant than "before". Burnout is a function of number of employees, not shorter slack periods. Subsidized or philanthropically financed housing (ex. Bluebird, new ARCH programs) are the only solution to matching housing costs IN KETCHUM to wage rates of service workers under present rules. Building and land costs are too high for any housing type to allow profitable private sector development that matches service worker wage rates. Increased regulations increase costs and make this issue worse, unless such regulation includes sufficient density and higher margin product that make the overall development equation fisnancially feasible, including a reasonable profit as is allowed for affordable housing developers (tax credit, ARCH, etc.). Bigger building have more margin and scope to consider working in housing solutions. Smaller buildings cannot for reasons previously mentioned.	7/15/2022 5:16 PM
21	I have lived here since 1986, have an amazing job teaching at WRHS and have given myself one more year to try and stay here. I am currently renting a KETCH apartment which takes over 90% of my paycheck for rent each month. I have lived through some ups and downs with	7/15/2022 4:22 PM

Community Conversations: Vibrancy & Housing

housing in this town and in Hailey but it has never been this bad. I cannot afford to stay if there aren't more housing options at realistic purchase or rent levels. I am a special ed teacher and we already are short in our department across the district. Something has to change. Rezone whatever you can. Why can't townhomes with work areas be built in old lumberyard on Warm Springs Rd? Bozeman has some different housing options that could easily work here. If people protest about not wanting more houses or density in their back yard you have to ignore it now. There are staffing issues everywhere. It is affecting the vibrancy factor you are working so hard to uphold.

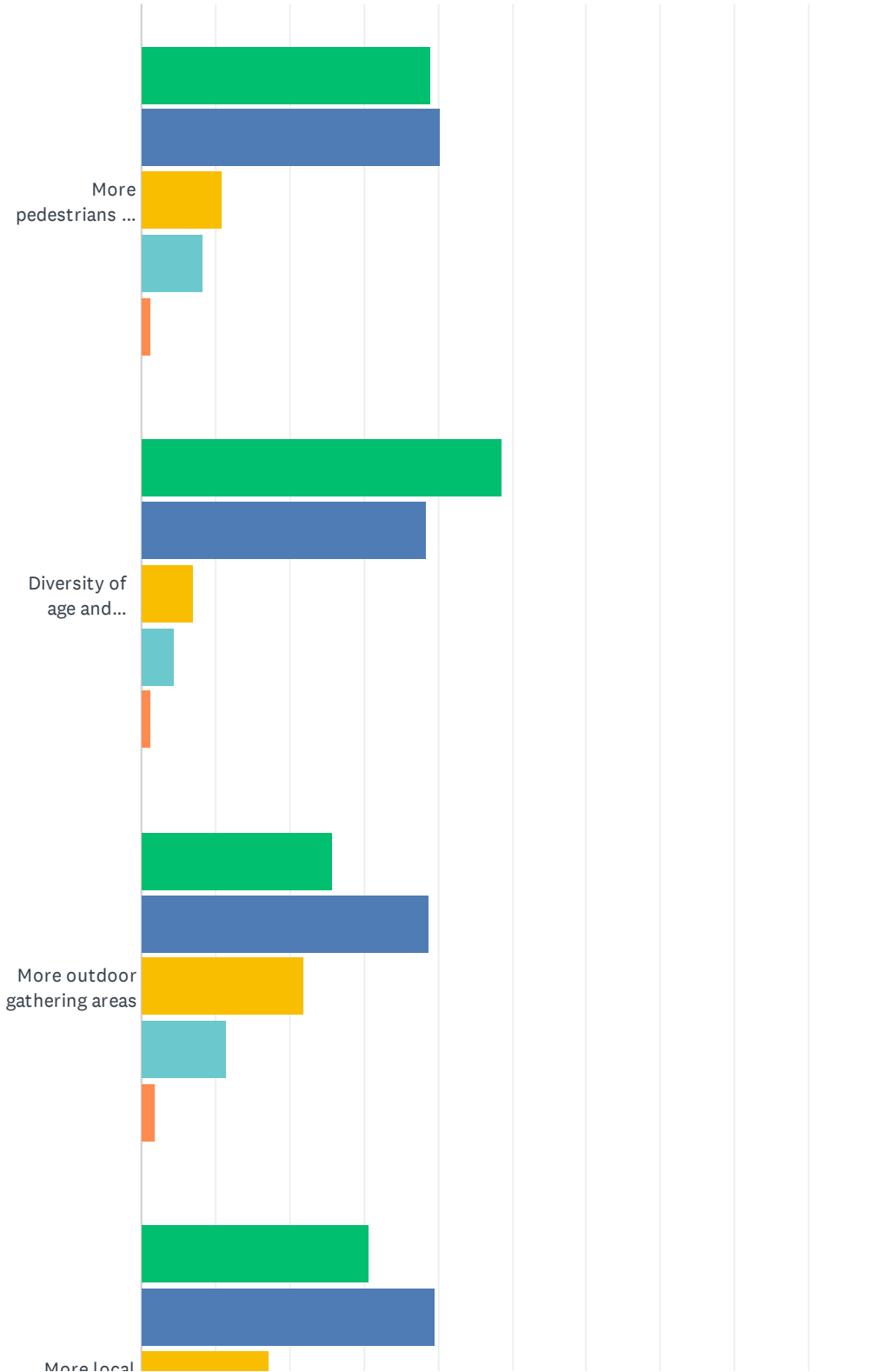
22	Housing is a county wide issue/ why do we try to put so much on the most expensive property of Ketchum rather than down valley where more units can be built with the same money. Tie all reduced rate housing to Full time employment and annual requalification. There is so much abuse right now it is infuriating!	7/15/2022 4:02 PM
23	Loss of the soul of Ketchum...Strongly agree!	7/15/2022 3:55 PM
24	More housing! Density seems best in downtown core to me. Thanks for all the hard work! Go Bluebird!	7/13/2022 8:25 AM
25	many new residents will move in & make ketchum much different.	7/11/2022 8:30 PM
26	This is not just a Ketchum problem - it's happening in many cities nationwide.	7/11/2022 3:48 PM
27	Market forces lead to more full time residents and vibrancy	7/11/2022 2:58 PM
28	Bigger buildings is not necessarily the problem	7/11/2022 10:20 AM
29	The current economy is strongly influenced by the COVID19 pandemic. IT is hard to predict the future, but likely we will have a serious recession. We should be careful not to plan for things to continue as they have the past 3+ years.	7/10/2022 9:09 PM
30	shorter slack has nothing to do with burnout in a normal labor market	7/10/2022 5:19 PM
31	The loss of trees in Ketchum in the last two years due to development is staggering. Tree care costs money and trees on lots take up space that can be used to make money- so many new developments are not keeping or planting trees. This makes me worry Ketchum will begin to feel like NY city in the summer. (hot and gross)	7/10/2022 11:57 AM
32	I think that Ketchum may evolve into more of a tourist vacation town, and local full time residents will move to Hailey & Bellevue, where housing is cheaper and there is more of a year round community.	7/9/2022 11:35 PM
33	We simply need a comprehensive plan for our city to grow strategically and with quality projects, as well as identifying ways to integrate nearby cities as sources for housing. There are a lot of underdeveloped properties within our city with can easily be identified and a future plan for these areas created. We also have ways of solving the affordable housing issue by thinking outside the box. We have to stop pointing fingers at one homeowner type (Short term rentals) as the culprit - ALL homeowners in our area contribute to issues and opportunities.	7/9/2022 12:32 PM
34	if most of the housing units are second home owners our town is doomed... I am having a hard time finding help in my store and have had to reduce my hours....second home owners keep the lights out most of the time...the huge penthoused being built should have been multiple smaller units that would provide housing for locals who live here full time....thank you for this update.	7/9/2022 10:21 AM
35	It will become a more dangerous place to live because of the lack of community safety employees (EMTs, firefighters, cops, doctors and nurses) being able to afford housing and cost of living - happening to Tahoe right now.	7/9/2022 10:16 AM
36	Hailey is providing workforce housing AND increasing retail and nightlife. Ketchum will continue to lose as long as it continues with the same focus as now.	7/9/2022 9:36 AM
37	P and Z needs to be much more judicious in approving buildings that do not provide parking. Such decisions have negatively impacted every community where developers were allowed the "it's too expensive" relief.	7/9/2022 8:51 AM
38	The line of cars in and out of Ketchum each morning and evening should show that the workforce that services the community does not in fact live here. Help wanted signs for retail and restaurant are in windows for months. It's time to zone out inner city or near inner city mega mansions and have higher density affordable housing.	7/9/2022 8:42 AM

Community Conversations: Vibrancy & Housing

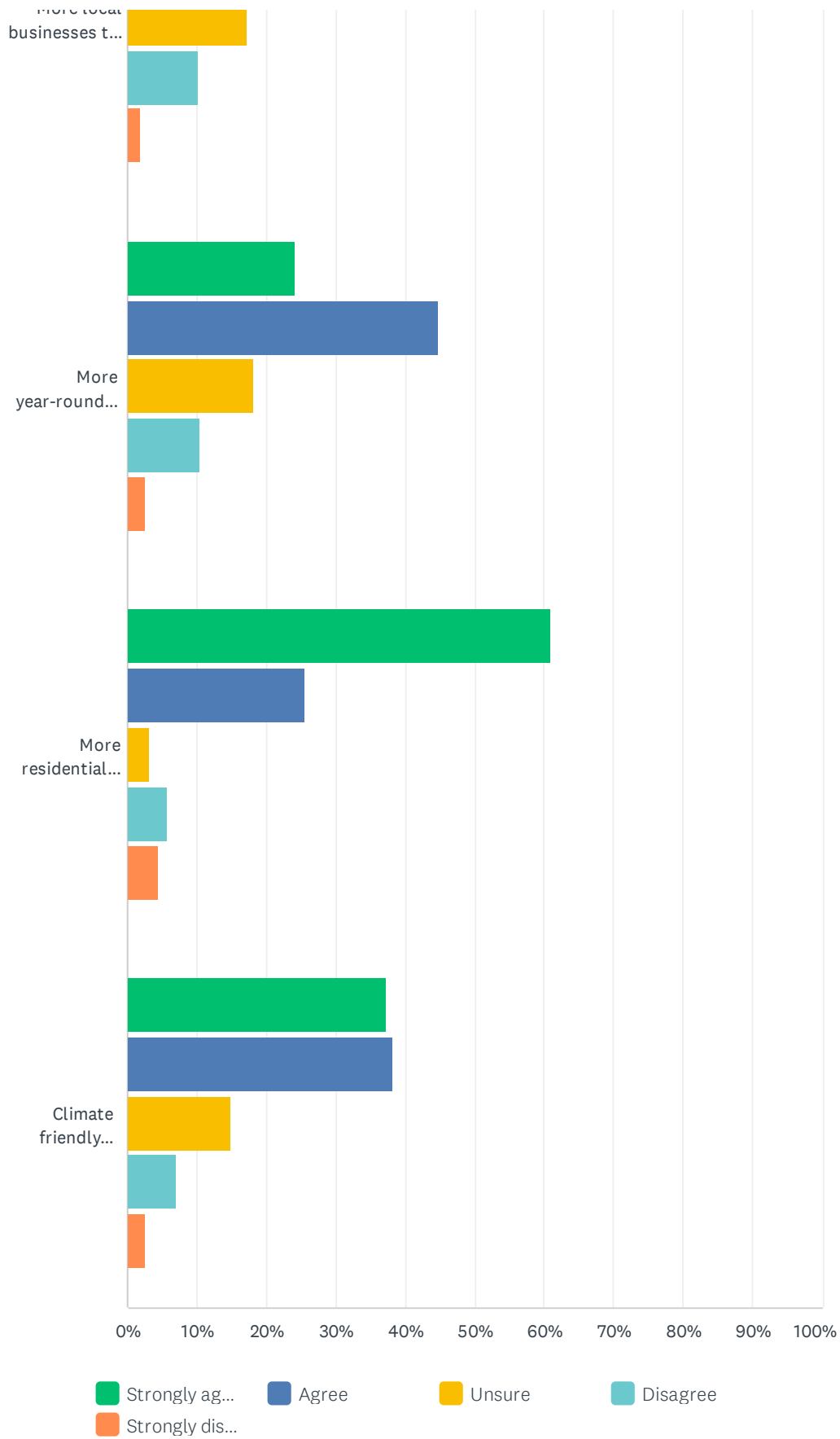
39	Higher cost of housing leads to higher cost of labor force and higher cost for services	7/9/2022 8:26 AM
40	Drop the vibrancy and focus on housing!!!	7/9/2022 7:59 AM
41	Nothing about what is currently going on is sustainable	7/9/2022 7:31 AM
42	I am an aging worker and my landlord has been fair, but needs to keep raising my rent. It is approaching over half my income. Was interested in Northwood, but the cap is \$33,900 which is really low. I can't qualify at my current yearly income around 42,000. I can just hang on if no emergencies occur. Just had almost \$3000 worth of financial problems which is wiping me out.	7/8/2022 9:30 PM
43	Promoting tourism at any cost has ruined this community. To late now. God save the sewer plant.	7/8/2022 6:00 PM
44	Zero attainably priced Long term housing	7/8/2022 3:35 PM
45	Loss of character and what makes Ketchum, Ketchum.	7/8/2022 3:14 PM
46	Congestion on Rte 75 as workers drive long distances for day jobs	7/8/2022 2:23 PM
47	We need housing for the local working community yesterday!!! Stop wasting time!	7/8/2022 2:11 PM
48	My impression that planned new buildings are big, boxy, with big residences on top....Not like small town feel Ketchum had a few years ago.Not sure if that is the goal....	7/8/2022 2:08 PM
49	Loss of a Ketchum identity. Cost of doing business is a lot for small businesses in town.	7/8/2022 2:01 PM
50	The city is making parking the next big problem. How do you not have the visions for this? Look to other resort communities.	7/8/2022 1:52 PM
51	Recall Neil.... get him out of the pocket of builders . Doesn't matter what the people want he does what he wants and has some how wrangled in some of the city council. I have been here 45 years and haver never seen before such a corrupt mayor and some council members	7/8/2022 1:36 PM
52	Too much inequality.	7/8/2022 1:19 PM
53	Wealthy homeowners will not be able to procure the services they desire, get table service at a dwindling number of restaurants, etc.	7/8/2022 1:14 PM
54	The verbiage and structure of this surveys section is a bit confusing and unclear. I find it difficult to retrieve visible data for the city in this section.	7/8/2022 1:11 PM
55	I'm one of working professional that is thinking about relocating. Having strong opposition to housing, but no opposition to 3,000+ foot homes/condos is making me rethink what this town is about. My growing family is outgrowing our 900 sq foot apartment.	7/8/2022 12:58 PM
56	WE are losing our diversity & therefore the vibrancy	7/8/2022 12:57 PM
57	I believe slack will actually get longer and worse with tourists and second home owners only coming for 2 weeks and xmas and 4th of july to labor day	7/8/2022 12:29 PM
58	My wife and I are young professionals. If things don't change, we will have no choice but to leave.	7/8/2022 12:28 PM
59	Towns need "pocket" areas for people to enjoy a moment on a bench under a tree. Too many four to five story buildings will create "canyons" without a welcomingpersonality.	7/8/2022 12:24 PM
60	The philanthropic community would donate to affordable housing like they did with the Argyros Center if you come up with a comprehensive plan that places houses somewhere other than the center of Ketchum.	7/8/2022 12:16 PM

Q2 Community members were also asked “What should a vibrant downtown Ketchum look and feel like?” Please tell us if you agree, disagree, or are unsure with what we heard:

Answered: 156 Skipped: 6



Community Conversations: Vibrancy & Housing



Community Conversations: Vibrancy & Housing

	STRONGLY AGREE	AGREE	UNSURE	DISAGREE	STRONGLY DISAGREE	TOTAL	WEIGHTED AVERAGE
More pedestrians and people riding bikes, less cars	39.10% 61	40.38% 63	10.90% 17	8.33% 13	1.28% 2	156	1.92
Diversity of age and ethnicity in our town	48.72% 76	38.46% 60	7.05% 11	4.49% 7	1.28% 2	156	1.71
More outdoor gathering areas	25.81% 40	38.71% 60	21.94% 34	11.61% 18	1.94% 3	155	2.25
More local businesses that are open longer hours	30.77% 48	39.74% 62	17.31% 27	10.26% 16	1.92% 3	156	2.13
More year-round attractions and events for younger people	24.03% 37	44.81% 69	18.18% 28	10.39% 16	2.60% 4	154	2.23
More residential housing available for all income levels	60.90% 95	25.64% 40	3.21% 5	5.77% 9	4.49% 7	156	1.67
Climate friendly community (EV charging, solar, etc.)	37.42% 58	38.06% 59	14.84% 23	7.10% 11	2.58% 4	155	1.99

#	ANYTHING YOU WANT TO ADD?	DATE
1	Socialist	7/20/2022 11:15 PM
2	The beer fests and slick social media won't house people. We need to direct more resources to the housing emergency.	7/20/2022 2:10 AM
3	Architecture that aligns with our community vibe...friendly, appropriate scale/not showy, celebrates nature. No more 'cookie- cutter' brick and glass faux western 'BLOCKS'. Expanded and accessible public transportation...not just seasonal. Delivery services to reduce traffic.	7/20/2022 1:38 AM
4	Since we have a grocery store in the down town core you cannot take parking away!!! There are many Workers that shop for their clients. There are many elderly that need to park close to stores esp. grocery and drug stores!	7/19/2022 5:00 PM
5	Again, The questions are resigned to get the answers you want not the answers you should be hearing. Ketchum can you be a private city without subsidizing housing for all income groups.	7/19/2022 4:25 PM
6	The EV Revolution is going to take decades to be viable and unless we build and promote nuclear there is not way to rebuild a viable electric infrastructure in this country.	7/19/2022 3:17 PM
7	downtown Ketchum should have the density in terms of businesses and full-time resident deed-restricted housing units that precipitates a busy, full downtown that can offer a range of events and activities for all ages; Ketchum should also recognize that many people are here for what surrounds, so going whole-hog on attractions/events may be overkill. new events/attractions should build on the strengths the upper Wood River valley naturally features.	7/18/2022 4:41 PM
8	Get the banks and realstate offices off of the main streets-- they close at 5pm & kill the town vibrancy	7/16/2022 11:27 AM
9	Cars might be a necessary evil to our outdoor lifestyle so we have to plan for them. Less cars and more bikes/walking would be nice in the core but how does our aging population access goods and services if it is difficult for them to drive to them? All businesses located here are local businesses - many choose not to be open longer hours which choices cannot be regulated but such choices do affect the economy and probably vibrancy, depending on your definition of it. There should be more events suited to ALL ages - young people can figure out how to have fun without old people doing it for them, or can sponsor age specific events as needed. More housing would be great but it requires more density or you get more of the same - houses that most people can't afford whether they cost \$2 million or you have twice as many that cost \$1 million. More housing also means more population growth which increases any perceived strain on infrastructure / staffing, etc. Climate friendly is definitely a worthy goal as long as we recognize that ICEs will dominate transportation for decades and plan accordingly.	7/15/2022 5:16 PM
10	You need to stop doing surveys and paying consultants and start taking action or you are going to lose more valuable employees and businesses.	7/15/2022 4:22 PM

Community Conversations: Vibrancy & Housing

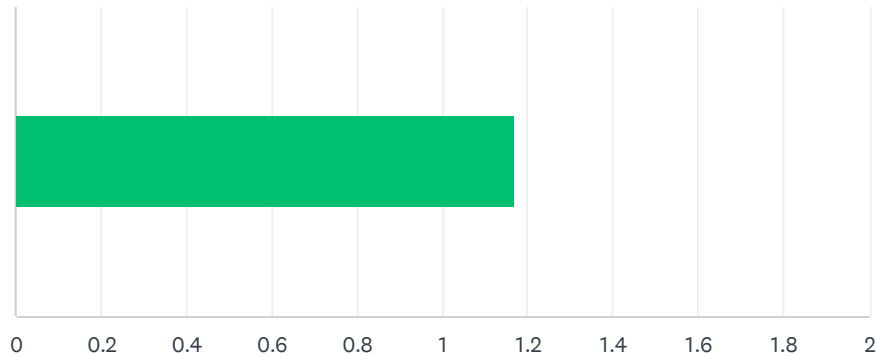
11	Mid to low income family able to live downtown..strongly agree!	7/15/2022 3:55 PM
12	Emphasis on local businesses that locals shop at. I believe we have too many "hobby businesses" that only appeal to tourists, and rent for retail space is far too high for young and interesting entrepreneurs to try out ideas.	7/15/2022 2:14 PM
13	Lower income housing should be primarily out of downtown	7/11/2022 2:58 PM
14	We should plan for and subsidize quicker migration away from fossil fuels to be replaced by renewable ones and by better insulation of buildings.	7/10/2022 9:09 PM
15	I think building condos and a lot of multi unit housing in Ketchum would be a mistake. I would not want Sun Valley to evolve into a Keystone or Park city which are like a condo city. If we want more of a local community living in Ketchum, I think the answer is not to build more housing, but rather to manage the amount of housing in the community that can be used for short term rentals.	7/9/2022 11:35 PM
16	We need to plan for growth and more people living/visiting here. Let's be a leader in small town living and creating innovative and quality experiences. Being proactive and having a long-term plan matters.	7/9/2022 12:32 PM
17	Less aggression, people driving slowly, more pedestrian friendly areas, less big ugly empty buildings	7/9/2022 10:16 AM
18	Vibrant businesses and availability for easy access with parking cars still needed for customers and staff.	7/9/2022 9:36 AM
19	Very few residential developments that were "developed" by public agencies succeed long term. History proves this point. The role of the local government should be to facilitate workforce housing but then seek out professional developers to complete the buildings. Bluebird would not be as it is were skilled, professional developers involved.	7/9/2022 8:51 AM
20	Perhaps Ketchum should work with Bellevue to develop affordable housing. It is clear Ketchum is not going to enforce development of affordable places for the workforce to live.	7/9/2022 8:26 AM
21	HOUSING is #1 priority!	7/9/2022 7:59 AM
22	NO.	7/8/2022 9:30 PM
23	People own and use cars. Parking spaces are needed.	7/8/2022 4:11 PM
24	I'm young (I think)(ish?) and think there are lots of events for young people, we just don't seem to know about them.	7/8/2022 3:39 PM
25	I think pedestrians are key--bikers, not so much--bicycles are going somewhere, not shopping. We need covered parking, free. Charge for on street parking	7/8/2022 3:36 PM
26	Enough with the events.	7/8/2022 3:14 PM
27	We need housing for young family's who work and live in our community and it needs to be affordable	7/8/2022 2:11 PM
28	I don't think we need more residential housing for ALL income levels. That means the wealthy just keep buying up housing and properties. What we need is a focus on ESSENTIAL housing	7/8/2022 2:01 PM
29	Too little too late. Everyone I know under the age of 45 that actually works, no trust fund, has a back up plan to leave the valley. I do as well. There may be a few more years left before this area is completely ruined like Vail, Park City, Jackson, etc.	7/8/2022 1:52 PM
30	Stores can't have longer hours with out enough employees. Yes on residential housing, but that doesn't mean they have to live in the core of town in in buildings that are too big and tall for space providedthat doesn't mean it h	7/8/2022 1:36 PM
31	Hailey and Bellevue are good for affordable housing, people commute all of this country; no need to live in Ketchum.	7/8/2022 1:13 PM
32	It seems that ketchum already has a majority of the amenities listed. I suppose the city can try and shape vibrancy, however, outside factors tend to be the determinate for vibrancy. Local ordinances should on a basic level set the stage for these interactions, but should let the character and town energy develop organically.	7/8/2022 1:11 PM

Community Conversations: Vibrancy & Housing

33	Ask Elon Musk to bury Main Street and Sun Valley Road for car traffic. He might go for it. In Europe small towns with heavy traffic direct the thru traffic around town. This is not possible here, but tunnel under let's do it.	7/8/2022 12:58 PM
34	Stop electing eople who can be bought.	7/8/2022 12:36 PM
35	More local businesses would be nice but longer hours aren't necessary.	7/8/2022 12:24 PM
36	We want to keep Ketchum vibrant, diverse and youthful without it becoming crowded, load & less clean.	7/8/2022 12:16 PM

Q3 The city should consider requiring a minimum number of housing units in new developments of a certain size.

Answered: 135 Skipped: 27



ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
	1	158	135
Total Respondents: 135			

#		DATE
1	0	7/22/2022 8:07 AM
2	1	7/21/2022 2:29 PM
3	1	7/21/2022 12:48 PM
4	4	7/20/2022 11:16 PM
5	4	7/20/2022 1:07 PM
6	0	7/20/2022 10:14 AM
7	2	7/20/2022 9:57 AM
8	0	7/20/2022 7:42 AM
9	4	7/20/2022 6:54 AM
10	0	7/20/2022 2:13 AM
11	2	7/20/2022 1:41 AM
12	2	7/19/2022 9:50 PM
13	2	7/19/2022 9:44 PM
14	4	7/19/2022 9:40 PM
15	1	7/19/2022 9:08 PM
16	0	7/19/2022 6:57 PM
17	0	7/19/2022 6:43 PM
18	1	7/19/2022 6:28 PM
19	3	7/19/2022 5:02 PM

Community Conversations: Vibrancy & Housing

20	2	7/19/2022 4:59 PM
21	4	7/19/2022 3:50 PM
22	4	7/19/2022 3:22 PM
23	0	7/19/2022 3:16 PM
24	4	7/19/2022 2:22 PM
25	0	7/19/2022 2:13 PM
26	0	7/19/2022 2:12 PM
27	4	7/19/2022 2:11 PM
28	3	7/19/2022 2:08 PM
29	0	7/19/2022 11:29 AM
30	0	7/18/2022 5:19 PM
31	0	7/18/2022 4:47 PM
32	0	7/18/2022 1:33 PM
33	4	7/18/2022 8:23 AM
34	0	7/16/2022 6:12 PM
35	0	7/16/2022 3:38 PM
36	1	7/16/2022 12:22 PM
37	3	7/16/2022 11:28 AM
38	0	7/16/2022 9:15 AM
39	1	7/15/2022 10:40 PM
40	4	7/15/2022 5:19 PM
41	1	7/15/2022 4:48 PM
42	2	7/15/2022 4:22 PM
43	2	7/15/2022 4:22 PM
44	3	7/15/2022 4:08 PM
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53	0	7/12/2022 12:59 PM
54	1	7/12/2022 10:38 AM
55	4	7/12/2022 9:37 AM
56	1	7/12/2022 8:00 AM
57	0	7/11/2022 8:31 PM

Community Conversations: Vibrancy & Housing

58	1	7/11/2022 5:08 PM
59	1	7/11/2022 3:49 PM
60	4	7/11/2022 2:59 PM
61	0	7/11/2022 12:12 PM
62	4	7/11/2022 10:20 AM
63	3	7/11/2022 8:43 AM
64	0	7/11/2022 7:05 AM
65	1	7/10/2022 5:20 PM
66	0	7/10/2022 4:52 PM
67	1	7/10/2022 4:44 PM
68	1	7/10/2022 11:58 AM
69	0	7/10/2022 11:28 AM
70	0	7/10/2022 10:01 AM
71	0	7/9/2022 7:35 PM
72	2	7/9/2022 1:29 PM
73	0	7/9/2022 10:22 AM
74	0	7/9/2022 10:17 AM
75	4	7/9/2022 9:37 AM
76	0	7/9/2022 8:51 AM
77	0	7/9/2022 8:46 AM
78	2	7/9/2022 8:28 AM
79	0	7/9/2022 8:10 AM
80	0	7/9/2022 7:31 AM
81	0	7/9/2022 7:04 AM
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88	0	7/8/2022 6:25 PM
89	0	7/8/2022 5:20 PM
90	0	7/8/2022 4:10 PM
91	0	7/8/2022 4:03 PM
92	2	7/8/2022 3:51 PM
93	0	7/8/2022 3:51 PM
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95	0	7/8/2022 3:38 PM

Community Conversations: Vibrancy & Housing

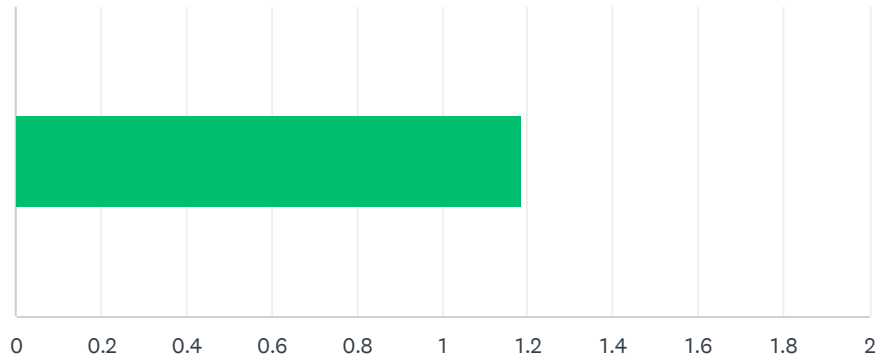
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112	0	7/8/2022 1:24 PM
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131	2	7/8/2022 12:23 PM
132	0	7/8/2022 12:21 PM
133	0	7/8/2022 12:20 PM

Community Conversations: Vibrancy & Housing

134	0	7/8/2022 12:18 PM
135	0	7/8/2022 12:14 PM

Q4 The city should consider limiting where consolidation of lots can occur.

Answered: 130 Skipped: 32



ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
	1	154	130
Total Respondents: 130			

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7	0	7/20/2022 9:57 AM
8	0	7/20/2022 7:43 AM
9	2	7/20/2022 6:55 AM
10	4	7/20/2022 1:42 AM
11	1	7/19/2022 9:45 PM
12	2	7/19/2022 9:43 PM
13	0	7/19/2022 6:57 PM
14	0	7/19/2022 6:43 PM
15	1	7/19/2022 6:29 PM
16	4	7/19/2022 5:02 PM
17	1	7/19/2022 5:00 PM
18	4	7/19/2022 3:50 PM
19	2	7/19/2022 3:23 PM
20	0	7/19/2022 3:16 PM

Community Conversations: Vibrancy & Housing

21	2	7/19/2022 2:25 PM
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23	4	7/19/2022 2:23 PM
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25	4	7/19/2022 2:11 PM
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27	2	7/19/2022 11:29 AM
28	0	7/18/2022 4:48 PM
29	1	7/18/2022 1:33 PM
30	4	7/18/2022 8:24 AM
31	0	7/16/2022 6:13 PM
32	0	7/16/2022 3:38 PM
33	1	7/16/2022 12:23 PM
34	1	7/16/2022 11:28 AM
35	0	7/16/2022 9:15 AM
36	0	7/15/2022 10:41 PM
37	0	7/15/2022 5:19 PM
38	1	7/15/2022 4:48 PM
39	2	7/15/2022 4:23 PM
40	4	7/15/2022 4:22 PM
41	2	7/15/2022 4:08 PM
42	1	7/15/2022 4:04 PM
43	0	7/15/2022 4:00 PM
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45	1	7/15/2022 2:15 PM
46	3	7/14/2022 4:15 PM
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52	0	7/12/2022 9:38 AM
53	0	7/12/2022 8:00 AM
54	0	7/11/2022 8:32 PM
55	1	7/11/2022 5:09 PM
56	1	7/11/2022 3:49 PM
57	4	7/11/2022 2:59 PM
58	4	7/11/2022 12:13 PM

Community Conversations: Vibrancy & Housing

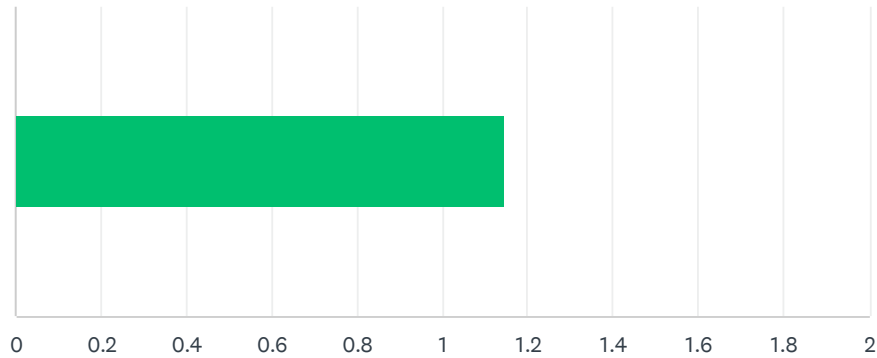
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71	0	7/9/2022 10:17 AM
72	0	7/9/2022 8:52 AM
73	0	7/9/2022 8:46 AM
74	2	7/9/2022 8:28 AM
75	0	7/9/2022 8:11 AM
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77	0	7/9/2022 7:04 AM
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79	0	7/8/2022 10:12 PM
80	2	7/8/2022 9:32 PM
81	0	7/8/2022 8:08 PM
82	4	7/8/2022 6:52 PM
83	0	7/8/2022 6:42 PM
84	0	7/8/2022 6:25 PM
85	0	7/8/2022 4:10 PM
86	1	7/8/2022 4:03 PM
87	1	7/8/2022 3:52 PM
88	0	7/8/2022 3:51 PM
89	1	7/8/2022 3:40 PM
90	0	7/8/2022 3:38 PM
91	2	7/8/2022 3:36 PM
92	0	7/8/2022 3:20 PM
93	1	7/8/2022 3:19 PM
94	2	7/8/2022 3:15 PM
95	0	7/8/2022 2:54 PM
96	0	7/8/2022 2:28 PM

Community Conversations: Vibrancy & Housing

97	0	7/8/2022 2:27 PM
98	1	7/8/2022 2:25 PM
99	0	7/8/2022 2:23 PM
100	0	7/8/2022 2:13 PM
101	4	7/8/2022 2:12 PM
102	4	7/8/2022 1:56 PM
103	0	7/8/2022 1:55 PM
104	0	7/8/2022 1:55 PM
105	2	7/8/2022 1:52 PM
106	0	7/8/2022 1:37 PM
107	1	7/8/2022 1:34 PM
108	1	7/8/2022 1:30 PM
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117	0	7/8/2022 12:59 PM
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122	2	7/8/2022 12:30 PM
123	0	7/8/2022 12:30 PM
124	2	7/8/2022 12:30 PM
125	0	7/8/2022 12:30 PM
126	1	7/8/2022 12:25 PM
127	1	7/8/2022 12:24 PM
128	0	7/8/2022 12:22 PM
129	2	7/8/2022 12:19 PM
130	0	7/8/2022 12:15 PM

Q5 The city should consider regulations that limit the loss of existing housing units.

Answered: 114 Skipped: 48



ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
	1	131	114
Total Respondents: 114			

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4	4	7/20/2022 11:16 PM
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7	0	7/20/2022 9:57 AM
8	0	7/20/2022 7:43 AM
9	1	7/20/2022 6:55 AM
10	0	7/19/2022 9:51 PM
11	3	7/19/2022 9:44 PM
12	0	7/19/2022 6:58 PM
13	0	7/19/2022 6:43 PM
14	1	7/19/2022 6:29 PM
15	4	7/19/2022 5:03 PM
16	1	7/19/2022 5:01 PM
17	4	7/19/2022 3:50 PM
18	4	7/19/2022 3:23 PM
19	0	7/19/2022 3:16 PM

Community Conversations: Vibrancy & Housing

20	0	7/19/2022 2:24 PM
21	2	7/19/2022 2:23 PM
22	0	7/19/2022 2:14 PM
23	4	7/19/2022 2:11 PM
24	4	7/19/2022 2:09 PM
25	0	7/19/2022 11:29 AM
26	0	7/18/2022 4:48 PM
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29	0	7/16/2022 3:38 PM
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33	2	7/15/2022 5:20 PM
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35	0	7/15/2022 4:23 PM
36	0	7/15/2022 4:23 PM
37	4	7/15/2022 4:09 PM
38	1	7/15/2022 4:05 PM
39	0	7/15/2022 4:00 PM
40	4	7/15/2022 3:58 PM
41	2	7/14/2022 4:15 PM
42	1	7/13/2022 3:50 PM
43	0	7/13/2022 8:27 AM
44	2	7/12/2022 10:38 AM
45	4	7/12/2022 9:39 AM
46	0	7/12/2022 8:01 AM
47	0	7/11/2022 8:32 PM
48	3	7/11/2022 5:09 PM
49	0	7/11/2022 3:50 PM
50	4	7/11/2022 3:00 PM
51	0	7/11/2022 12:13 PM
52	0	7/11/2022 10:21 AM
53	1	7/11/2022 8:45 AM
54	0	7/11/2022 7:06 AM
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57	0	7/10/2022 11:28 AM

Community Conversations: Vibrancy & Housing

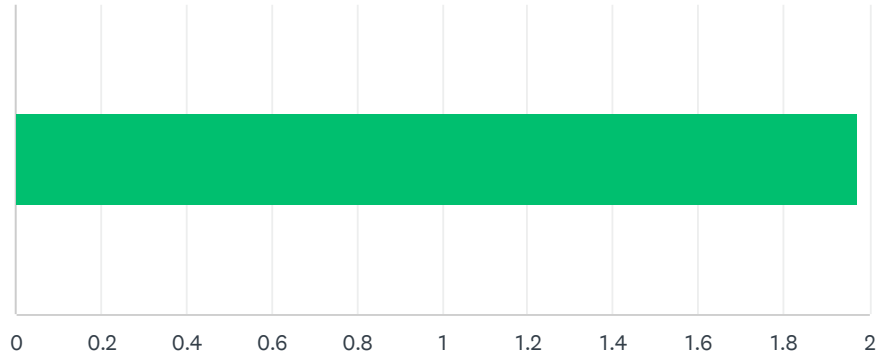
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92	0	7/8/2022 1:56 PM
93	0	7/8/2022 1:53 PM
94	1	7/8/2022 1:35 PM
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Community Conversations: Vibrancy & Housing

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105	0	7/8/2022 12:47 PM
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107	4	7/8/2022 12:33 PM
108	1	7/8/2022 12:32 PM
109	0	7/8/2022 12:30 PM
110	0	7/8/2022 12:30 PM
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112	1	7/8/2022 12:24 PM
113	4	7/8/2022 12:22 PM
114	2	7/8/2022 12:19 PM

Q6 The city should consider additional parking exemptions for retail and office space.

Answered: 121 Skipped: 41



ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
	2	239	121
Total Respondents: 121			

#		DATE
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5	0	7/20/2022 1:08 PM
6	4	7/20/2022 10:15 AM
7	1	7/20/2022 9:58 AM
8	0	7/20/2022 7:43 AM
9	4	7/20/2022 6:55 AM
10	4	7/20/2022 1:42 AM
11	4	7/19/2022 9:45 PM
12	2	7/19/2022 9:09 PM
13	4	7/19/2022 6:58 PM
14	1	7/19/2022 6:44 PM
15	1	7/19/2022 6:29 PM
16	4	7/19/2022 5:04 PM
17	4	7/19/2022 5:02 PM
18	2	7/19/2022 3:51 PM
19	4	7/19/2022 3:24 PM

Community Conversations: Vibrancy & Housing

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21	2	7/19/2022 2:24 PM
22	1	7/19/2022 2:23 PM
23	2	7/19/2022 2:14 PM
24	4	7/19/2022 2:11 PM
25	1	7/19/2022 2:09 PM
26	4	7/19/2022 11:29 AM
27	1	7/18/2022 4:49 PM
28	3	7/16/2022 6:14 PM
29	1	7/16/2022 3:39 PM
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34	0	7/15/2022 5:20 PM
35	1	7/15/2022 4:49 PM
36	2	7/15/2022 4:24 PM
37	4	7/15/2022 4:23 PM
38	4	7/15/2022 4:09 PM
39	2	7/15/2022 4:07 PM
40	3	7/15/2022 4:01 PM
41	4	7/15/2022 3:58 PM
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46	0	7/12/2022 1:01 PM
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53	2	7/11/2022 2:15 PM
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Community Conversations: Vibrancy & Housing

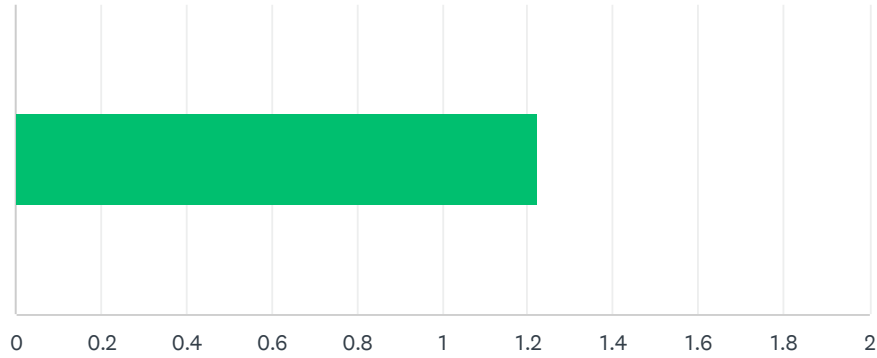
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63	0	7/9/2022 10:24 AM
64	2	7/9/2022 10:18 AM
65	4	7/9/2022 9:39 AM
66	4	7/9/2022 8:52 AM
67	4	7/9/2022 8:47 AM
68	2	7/9/2022 8:29 AM
69	4	7/9/2022 8:11 AM
70	3	7/9/2022 7:33 AM
71	3	7/9/2022 7:05 AM
72	2	7/8/2022 10:41 PM
73	0	7/8/2022 10:13 PM
74	2	7/8/2022 9:33 PM
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76	4	7/8/2022 6:53 PM
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87	3	7/8/2022 3:19 PM
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89	4	7/8/2022 2:57 PM
90	4	7/8/2022 2:55 PM
91	0	7/8/2022 2:28 PM
92	4	7/8/2022 2:28 PM
93	2	7/8/2022 2:26 PM
94	2	7/8/2022 2:24 PM
95	4	7/8/2022 1:58 PM

Community Conversations: Vibrancy & Housing

96	0	7/8/2022 1:57 PM
97	4	7/8/2022 1:56 PM
98	4	7/8/2022 1:53 PM
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116	4	7/8/2022 12:30 PM
117	0	7/8/2022 12:30 PM
118	1	7/8/2022 12:26 PM
119	2	7/8/2022 12:24 PM
120	4	7/8/2022 12:22 PM
121	2	7/8/2022 12:22 PM

Q7 The city should consider reviewing the type and location of uses in each project on a case-by-case basis.

Answered: 112 Skipped: 50



ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
	1	137	112
Total Respondents: 112			

#		DATE
1	2	7/22/2022 8:08 AM
2	2	7/21/2022 2:31 PM
3	2	7/21/2022 12:50 PM
4	2	7/20/2022 11:18 PM
5	2	7/20/2022 1:08 PM
6	0	7/20/2022 10:16 AM
7	0	7/20/2022 9:58 AM
8	0	7/20/2022 7:43 AM
9	0	7/19/2022 9:51 PM
10	0	7/19/2022 9:49 PM
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17	2	7/19/2022 3:51 PM
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19	2	7/19/2022 3:16 PM

Community Conversations: Vibrancy & Housing

20	2	7/19/2022 2:30 PM
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23	4	7/19/2022 2:10 PM
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25	3	7/18/2022 4:50 PM
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35	0	7/15/2022 4:24 PM
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57	2	7/9/2022 4:53 PM

Community Conversations: Vibrancy & Housing

58	3	7/9/2022 1:33 PM
59	0	7/9/2022 10:24 AM
60	0	7/9/2022 10:18 AM
61	0	7/9/2022 9:20 AM
62	0	7/9/2022 8:53 AM
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64	0	7/9/2022 8:30 AM
65	1	7/9/2022 7:33 AM
66	0	7/9/2022 7:05 AM
67	0	7/8/2022 10:42 PM
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69	0	7/8/2022 9:34 PM
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78	2	7/8/2022 3:42 PM
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95	0	7/8/2022 1:17 PM

Community Conversations: Vibrancy & Housing

96	4	7/8/2022 1:12 PM
97	4	7/8/2022 1:12 PM
98	0	7/8/2022 1:02 PM
99	0	7/8/2022 1:01 PM
100	0	7/8/2022 12:59 PM
101	0	7/8/2022 12:55 PM
102	0	7/8/2022 12:48 PM
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106	0	7/8/2022 12:31 PM
107	0	7/8/2022 12:31 PM
108	1	7/8/2022 12:26 PM
109	0	7/8/2022 12:24 PM
110	0	7/8/2022 12:23 PM
111	1	7/8/2022 12:20 PM
112	2	7/8/2022 12:16 PM

Q8 If you have additional thoughts, comments or questions, please note them here:

Answered: 59 Skipped: 103

#	RESPONSES	DATE
1	The planing department is a heavy handed arm of the mayor that is mandating code at it's own will, not by ordinance. Acting as a cowboy regents	7/20/2022 11:27 PM
2	I hate the removal of old buildings that are part of what makes Ketchum unique. Stop the demolition of old buildings!!!!	7/20/2022 10:00 AM
3	Tax short term rentals @ 25% and make it easier to bike than drive in the downtown core. Why are we wasting space for free parking when that land is insanely valuable	7/20/2022 7:44 AM
4	Stay away from apartment blocks. No one wants to live there! Limit square footage on new houses. Ketchum looks like the playground of the rich and vulgar!	7/20/2022 6:59 AM
5	Parking — A destination place needs it. I favor a paid multi-level parking structure somewhere in the core. By 511 bldg or where the Idaho Power bldg is now? It's a mistake to issue variances and count on the Church or busing folks in, imho. Make the exemption only where it meets multiple community goals. Lastly, rethink Lewis Street and gain housing there.	7/20/2022 2:20 AM
6	1. I applaud the City for taking a proactive and progressive approach to this issue. We need to plan now for our future. 2. The approach aspires to promote the densification of housing in areas that are attractive to tourists (e.g. ski bases) as a solution to workforce/moderate income housing. I feel that this is misguided and will only result in the purchase of additional 2nd home for vacation/rental purposes. Rather, the city should rather identify other areas/property that can be developed for housing that is accessible for professional and service workforce. 3. If densification is an objective of the housing plan, it should be accompanied by strict requirements for adequate parking and infrastructure development. I did not see either in the summary. We can't have more people living in the city center vying for street parking. We also have a water resource limitation....This needs to be considered. 4. Vibrancy. How can the city attract dynamic companies to the area?	7/20/2022 1:51 AM
7	Limit short-term rentals. Fight it out in court. It's a root cause and the city is not addressing it.	7/19/2022 9:11 PM
8	WRV has kicked the can down the road for almost 50 years, regarding parking and housing. It's way past time to take the bull by the horns immediately with drastic action. I am in favor of seizing open land through eminent domain and using that land for affordable housing & underground parking!	7/19/2022 7:01 PM
9	On the questions for density..I had a hard time answering the questions because....it wasn't clear on if there is high density is that for high rent buildings? Is it for the working people. The last thing I think this town should look like is a high density ski resort with tight over built areas. It would also push out the parking for the local person who for various reasons cannot rely on the bus service.	7/19/2022 5:10 PM
10	Please do not encourage developments in the core downtown area like BlueBird village. We need more restaurants, shops and vitality in the downtown core. We have Mountain Rides so 'affordable' housing can be placed in less expensive places than the core. Workers do not have to walk to work! We could have sold that piece of property for tons of money and used theC money to make many more affordable units if not placed in the down town core.	7/19/2022 5:08 PM
11	I love Ketchum and appreciate the City is trying to help with the housing crisis but let's be real. Increased zoning regs and restrictions on STR don't make it more affordable to live here. We need to relax regulations not tighten them and fight NIMBYSM. Support more projects like Bluebird. And break out the earplugs for wealthy second homeowners and wealthy businesses that fight large workforce projects. The businesses should step in and take ownership, plenty of affordable condos on the market in the South Valley to purchase. Ketchum wasted in lieu of funds on town plaza, hires consultants instead of purchasing existing units and hamstrings middle class STR owners. None of this increases community housing or supports locals. How	7/19/2022 4:25 PM

Community Conversations: Vibrancy & Housing

many long term retiring locals will loose revenue from lots they've owned for years if more regulations are enacted?

12	The time line to process applications for the best kind of projects that fit within the community takes far too long o be effective. It discourages anyone taking the "risk" to develop what is most needed. Subsidy of retail and office space can only take place with the development of higher end penthouse residences on the the upper floors and with adequate parking. The City is losing sight of the essential nature of public parking by taking parking way from the commercial core. Those projects that are architecturally strong and that recognize that Ketchum needs to modernize the "built" environment as authentic while accepting modern interpretations should be encouraged.	7/19/2022 3:29 PM
13	Please act before it's too late.	7/19/2022 3:17 PM
14	If you try to regulate everything in the CC zone too much, you will end up with nothing. If you really want density and vibrancy, you have to allow for taller buildings - which some locals will fight tooth and nail. IF you actually ran a pro forma on these properties, and strategically looked at how the lot could be developed / costs, you would see what is and isn't feasible. Some of your wishlist items are not feasible - pass the new code and you will get nothing instead of something. Build up higher, and eliminate parking if you want vibrancy. Sorry it's the truth. Build a parking garage on each side of main street.	7/19/2022 2:26 PM
15	There is no reason to put low income housing in the center of town, which is controversial. Low income housing should be located near the hospital, which is easily accessible, close by, but not in the center of town.	7/19/2022 2:16 PM
16	4 market rate units a \$2M each are not more likely to have full time use than 2 units a \$4M or \$5M. Market rate units will not attract full time residents in this market. We need more higher density workforce housing specific development like Bluebird.	7/19/2022 2:14 PM
17	It makes the most sense to encourage people to create ADU on private property and develop housing in the light industrial area. The old lumber yard where the blue line meets the valley route, a YMCA, a skate park and a preschool seems like a great location.	7/19/2022 2:13 PM
18	Require parking to be included in building footprints if they are increasing the size of the building capacity. Don't let another Ketch building incident happen. Move the Ketchum street department to the proper industrial center. Partner with all Valley stakeholders for assessment of more affordable land to be swapped for housing with the available higher priced land Ketchum city limits. Allow more mixed use that includes housing for the industrial center. Having a 10-year long gaping hole at the entrance of the city doesn't help to build vibrancy. Your Hawk crosswalks and SV Rd/Main Street traffic signals are a disaster that deter people from wanting to be or move through downtown. Encourage events that shut down streets in downtown for opportunities to have businesses stay open later for walking traffic. Offer tax incentives for additional dwelling units and affordable housing projects. Restrict the bank density... Charge higher fees for the demolition of long-term/historic buildings that are replaced by mixed-use, highly priced retail and residential/condo projects. Ex: Perry's, Taste of Thai, Antique Ally, etc.	7/19/2022 11:40 AM
19	item #7, the last question to answer in this survey: the idea that reviewing each project on a case by case basis for location of uses...this leaves a lot of room for interpretation on the part of P&Z in how the project is imagined/implemented/approved - it's a really big "grey" area that makes things more challenging for everyone involved as "interpretation" or personal opinions come into the decision making process. this "interpretation" has the potential to significantly slow down a proposed development's progress to approval and leaves the developer wondering if their project is going to get hung-up in the final approvals due to "interpretation" on the part of appointed officials on P&Z. if the City has concrete ideas of what they would like to stipulate in terms of use locations within projects, residents, developers, and City staff would be better served with a set of guidelines/adjustments to the code that all developments could reference in the beginning stages of the their development plans to meet the City's intended "use location" requirements. this also has the potential to reduce the amount of back and forth between a developer and City staff on a given project submission, which is also a more efficient use of the taxpayer dollars that fund the City's operations. I'm all for having the conversations about use and building layout where appropriate, but when things like this can be more concrete than a case by case review/interpretation, that more streamlined approach should at least be considered as a solution to concerns about building use location/layout.	7/18/2022 5:01 PM
20	Can you limit Air B&B? to get back more of the long term rental availability?	7/16/2022 3:41 PM

Community Conversations: Vibrancy & Housing

21	Limit the mega homes, encourage aht's, give breaks to people to who rent to locals at a reasonable cost (below market value); tax the hell out of AirB&B type homes.	7/16/2022 11:31 AM
22	Parking incentives are fine for retail and office however forcing retail and office uses in the absence of data proving there is a shortage only increases the cost of development and reduces the likelihood of more affordable housing being included since it is unlikely that office and retail space will pay for itself, meaning residential margins must increase to create overall project feasibility.	7/15/2022 5:29 PM
23	If you keep allowing any kind of building to have a parking variance then let the mayor and city council members approving this pay for the parking structure that will eventually be required. You have city planning and codes. STICK to them every time. There are more variances granted for everyone except the smaller homeowner. NO ONE, subsidized housing included, should ever be excepted from meeting the standards agreed to.	7/15/2022 4:12 PM
24	We need parking spots for residents and visitors to our downtown core.	7/15/2022 4:11 PM
25	No more waivers for large hotels!	7/15/2022 3:59 PM
26	Try to get the message out to the new people to be humble and try to fit in and help the community rather than be a big part of the problem.	7/14/2022 4:17 PM
27	Thanks for the hard work!	7/13/2022 8:28 AM
28	The City of Ketchum should increase the FAR in the Community Core immediately in order to achieve their objectives. There are both Planning and Zoning and City Council members who believe that a 1.0 FAR is not only appropriate, but the only way to keep the town from being 'ruined' by development. This demonstrates a general lack of knowledge with respect to town planning. As the people charged with enabling our City's future success, they should be confident in asserting smart growth incentives in lieu of catering to the noisy minority who want to see Ketchum preserved in its current state. Also, local Architecture, Design and Construction Industry professionals tend to avoid participation in city processes [such as commenting on ordinances, or taking this survey] for fear of retaliation from the Planning and Building Director Suzanne Frick. While most would like to play a role in shaping the City's policies, anecdotal stories of projects being delayed as punishment for taking a stance that differs from the Department are rampant within social circles. Given the choice between providing for their families by enabling their client's success, or taking a stand against tyranny, most choose to remain silent. The City can choose to turn a blind eye to this constructive criticism and chalk it up to a disgruntled citizen, or get the right staff in place to help ensure that we have a successful, vibrant, and economically viable town in the future.	7/12/2022 10:00 AM
29	I would love to see more affordable plots of land in Ketchum for locals, rather than being forced to move south to build due to high cost of land.	7/12/2022 8:14 AM
30	ketchum needs to encourage visitor who want to come here for hiking, xc skiing, biking. the bike path needs to be connected to the harriman trail. one should be able to walk, ski or bike from downtown to the SNRA without needing a vehicle. we need to encourage visitors who want to come here & not need a car.	7/11/2022 8:36 PM
31	To effectively add density; the height must increase in the entire downtown. There is no other way to do it fairly for everyone.	7/11/2022 5:13 PM
32	Not a good idea to give the city too much discretion to review location, size, type of building. This should be in the Code, not a discretionary decision by the planning department.	7/11/2022 3:50 PM
33	Minimum residential density should not be increased by regulation, but rather by market forces and individual lot location and physical features, eg. corner lots vs interior lots	7/11/2022 3:04 PM
34	Worker housing is number one. If not, the city will die.	7/11/2022 12:15 PM
35	The amount of growth the Wood River Valley has experienced these two past years has been... wild. I do believe we must act quickly to preserve the unique aspects of Ketchum that make it such a great place to live. The recent large developments in the cities core, loss of plants and trees, I believe, paints a bleak future for normal people of average income to live in and enjoy the town. The rental I used to live in was just demolished for a million dollar home to be built. I understand that money can buy what money can buy, but I hope Ketchum and the other BC cities can implement protections/regulations to help us keep our home - our home.	7/10/2022 12:04 PM
36	It would be worthwhile for the City decision makers to both consider responses to this survey,	7/10/2022 10:09 AM

Community Conversations: Vibrancy & Housing

yet still gain insight from industry professionals. The consideration sets I've heard at meetings have had a very limited perspective and don't reflect a well informed critical thinking. It's great that surveys like this are being utilized AND gaining insights from professionals without agendas is a great opportunity for our city.

37	Thanks for your efforts!	7/9/2022 4:53 PM
38	The city of Ketchum has two obvious focuses: Less parking and car traffic and increasing affordable housing for the work force. It is blinding the city to what it should be addressing, making business easier to operate with better parking solutions and less rules and requirements for operations. Employees may want to live where they can park and raise a family. Not in a large complex with more requirements and less personal space. Hailey is achieving what Ketchum thinks it can achieve with it's mandatory and ever changing rules and requirements. How much did the city pay for the parking lots to collect fees and they are rarely used. Now you want more funding for housing there. What is next?? Really what is next?	7/9/2022 9:48 AM
39	AFFORDABLE housing should be the city's top priority. Housing without parking is NOT is transitional at best. It doesn't have to be in the city. Housing needs parking to be permanent.	7/9/2022 9:25 AM
40	Real estate developer has many requirements but one necessity is that parking is required to be successful. Many cities has built public parking structures that provide semi-convenient parking to retail and office uses. Believing that people won't have cars is simply erroneous. And, nearly all workforce housing projects require parking far greater than typical zoning because each residential unit is typically occupied by more people than market rate developments. Successful workforce developments are often parked by the bed as opposed to on a per bedroom basis similar to student housing. Professional developers would have known this fact.	7/9/2022 8:58 AM
41	The downtown core of is in jeopardy if you do not consider parking. There is already a requirement of 2 hour parking limitations in most of downtown. Where are people in businesses and retail supposed to park if they have to commute from outside? Who wants a job if you have to move your car every two hours? The final consideration not even mentioned here in the survey is Hailey and Bellevue. Each town relies on each other and the master plan for all three cities needs to be tied together. We need to STOP the reliance on affordable housing in neighboring communities as the workforce savior for Ketchum. Just sit in a lawn chair on any given weekday morning from 7 to 9 am each day and look at the crazy line of cars coming into town to work. Stop the focus on Kethum and look at Blaine county as a whole and how we live and work as one.	7/9/2022 8:54 AM
42	Until the housing situation of the workforce is addressed nothing is going to change. If the workforce can't afford to live here it doesn't matter how much retail space is created. If the only housing being created is for non-working, part time residents the issues with the people that support the community are not being addressed. If I were the city of Ketchum I would be working with the city of Bellevue to create housing for the workforce of Sun Valley, Ketchum and Hailey.	7/9/2022 8:43 AM
43	Thank you!	7/9/2022 7:06 AM
44	I walk lots and there are so many places with the shades down and empty. I am hoping for BlueBird, but it is yrs away and as a Sr. I have cars and the parking for BlueBird is crazy. Just because people are financially challenged doesn't mean they can do without a car or live in a small windowless space as some of the Community housing units.	7/8/2022 9:42 PM
45	Any new commercial and mixed use development should be required to build underground employee, residential and customer parking. It is unconscionable that this has not been required previously.	7/8/2022 8:12 PM
46	If your so concerned about the core WHY are you digging up the road during the peak tourist and business season? It should be done BEFORE Memorial Day or AFTER Labor Day. It ruins your credibility!	7/8/2022 6:56 PM
47	Thank you	7/8/2022 4:13 PM
48	Back to parking; underground, covered parking must be a requirement. Public parking garages can be substituted, by charging each new development an initial fee and then yearly fee in considertion of relief from parking in development.	7/8/2022 3:42 PM
49	ELIMINATE or CAP short term housing. Do literally 1% of effort. stop doing NOTHING and do	7/8/2022 3:40 PM

Community Conversations: Vibrancy & Housing

ANYTHING. The zoning has been sitting idly by letting our community die. The lack of affordable housing and EMPTY units in this town is 100% on your hands. DO SOMETHING. It's Embarrassing.

50	Restrictions work both ways. In the end it's up to the owner and developer to do what is best for this community. There are creative ways around a restriction. What good is housing density if it's empty homes or selling at an unattainable price point. We need more concepts like Blue Bird to preserve the little diversity we have left.	7/8/2022 2:09 PM
51	Where did the "in lieu" parking fees developers paid instead of providing parking go? The general City fund?! How much has been collected over the last 30 years?	7/8/2022 2:04 PM
52	The city is so far behind the ball on this and there is no public trust in local government. This is why the tax proposal failed. Bluebird is not the answer. Why not fix the design so that you gain local support. Reduce the quantity of units, increase the parking, and restrict units for locals only. With those left in the valley moving to Hailey and Bellevue, the traffic and parking is going to be horrific. How can you not see this?? My time is better spend researching new areas to move to.	7/8/2022 1:59 PM
53	Most of the damage has already been done and the majority of my friends and co-workers have already been "washed down stream" or washed right out of the valley. It's sad to say but on the current path we are taking Ketchum and Hailey will soon have no workers for the small businesses that make the wood river valley so peaceful and fun. That being said I really don't have any positive suggestions as to how to fix it. Affordable housing will help but it actually needs to be affordable. Most people can not afford \$1,500-3,000 a month on low salary's.	7/8/2022 1:39 PM
54	Please work expediently to turn some short-term rentals into long term rentals for our workers. Getting deed restrictions and the First and Washington site developed within the next 2 years would help. Using philanthropy to fund housing is needed.	7/8/2022 1:25 PM
55	Trends in the building and development environment change, sometimes rapidly, sometimes over longer periods of time. The local market will dictate the needs and thus respond in kind. It appears the actions being made are short sided and reactionary. The city should be a participant in these actions however, in a limited manner. Creating more review processed and governmental intervention only adds to the problem. The. It city's roll should be to set the table and let the individual or groups who can solve these issues, solve these issues.	7/8/2022 1:21 PM
56	The city should promote mixed uses in areas zoned industrial and should allow higher density residential use in those aeas. The development of tiny houses, etc. should be incentivized in those areas.	7/8/2022 1:19 PM
57	Working people are not looking for a handout, but reasonable accommodation to live here. Short Term rental market needs to be dealt with, working with other communities to resolve this at state level, reduce the influence of realtors. City must be willing to fight NIMBYS and call them out.	7/8/2022 1:02 PM
58	Thanks for the survey. I hope big changes happen. I would love to stay here.	7/8/2022 12:32 PM
59	The city should consider raising property taxes on vacant/investment properties, by simultaneously raising the home owners exemption and overall property tax. Additionally, it should consider adding a "Rental" exemption to encourage property owners to fill vacant units. The extra money could then be used to fund more affordable housing initiatives.	7/8/2022 12:23 PM

Q9 If you would like to receive email updates on this initiative, please enter the following information:

Answered: 42 Skipped: 120

ANSWER CHOICES	RESPONSES	
Name	97.62%	41
Company	0.00%	0
Address	0.00%	0
Address 2	0.00%	0
City/Town	0.00%	0
State/Province	0.00%	0
ZIP/Postal Code	0.00%	0
Country	0.00%	0
Email Address	100.00%	42
Phone Number	0.00%	0

#	NAME	DATE
1	Rob O'Neill	7/21/2022 12:50 PM
2	Roger Godfrey	7/20/2022 11:27 PM
3	Lynne Hanson	7/20/2022 10:00 AM
4	Larissa DeHaas	7/20/2022 7:44 AM
5	Carolyn parker	7/20/2022 6:59 AM
6	Michael Cohen	7/20/2022 1:51 AM
7	Chelsea Goodrich	7/19/2022 6:30 PM
8	susan neaman	7/19/2022 5:10 PM
9	Travis McDaniel	7/19/2022 3:17 PM
10	Christine	7/19/2022 2:16 PM
11	Laura Crist	7/18/2022 1:34 PM
12	Carolyn Coiner	7/16/2022 6:16 PM
13	Keith	7/16/2022 9:17 AM
14	Wilson Julie	7/15/2022 4:11 PM
15	Caleb Spangenberger	7/12/2022 10:00 AM
16	Megan	7/12/2022 8:14 AM
17	Mike Goitiandia	7/11/2022 5:13 PM
18	Tom Drougas	7/11/2022 3:04 PM
19	Paige Lethbridge	7/11/2022 12:15 PM

Community Conversations: Vibrancy & Housing

20	Edward Jacobs	7/11/2022 8:46 AM
21	mary	7/10/2022 4:46 PM
22	Ingrid Whittaker	7/9/2022 7:37 PM
23	Josh Johnson	7/9/2022 4:53 PM
24	Percy Hermoza	7/9/2022 1:34 PM
25	John B. Heinrich	7/9/2022 9:25 AM
26	Rick Emsiek	7/9/2022 8:58 AM
27	Todd Seibel	7/9/2022 8:54 AM
28	Joe Goodfield	7/9/2022 8:43 AM
29	Alex Babalis	7/9/2022 7:06 AM
30	Robert C Freeman	7/8/2022 10:14 PM
31	Michele Monnier	7/8/2022 9:42 PM
32	GG Luke	7/8/2022 8:12 PM
33	Hayden Seder	7/8/2022 6:26 PM
34	Victor Bernstein	7/8/2022 3:42 PM
35	Roger Roland	7/8/2022 2:04 PM
36	Angie Benton	7/8/2022 1:58 PM
37	James	7/8/2022 1:19 PM
38	Matthias Fostvedt	7/8/2022 12:32 PM
39	Gwen Ceccanti	7/8/2022 12:23 PM
40	Ryan Gallagher	7/8/2022 12:23 PM
41	Kyle Robertson	7/8/2022 12:20 PM

#	COMPANY	DATE
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There are no responses.

#	ADDRESS	DATE
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There are no responses.

#	ADDRESS 2	DATE
---	-----------	------

There are no responses.

#	CITY/TOWN	DATE
---	-----------	------

There are no responses.

#	STATE/PROVINCE	DATE
---	----------------	------

There are no responses.

#	ZIP/POSTAL CODE	DATE
---	-----------------	------

There are no responses.

#	COUNTRY	DATE
---	---------	------

There are no responses.

#	EMAIL ADDRESS	DATE
---	---------------	------

1	robert@southgatecorporation.com	7/21/2022 12:50 PM
---	---------------------------------	--------------------

2	200birddrive@gmail.com	7/20/2022 11:27 PM
---	------------------------	--------------------

Community Conversations: Vibrancy & Housing

3	lynneshanson@gmail.com	7/20/2022 10:00 AM
4	larissaddehaas@gmail.com	7/20/2022 7:44 AM
5	Carolynparker2@gmail.com	7/20/2022 6:59 AM
6	mhcohen.mail@icloud.com	7/20/2022 1:51 AM
7	taxibug@gmail.com	7/19/2022 7:01 PM
8	chelseagoodrich1@gmail.com	7/19/2022 6:30 PM
9	susancneaman@gmail.com	7/19/2022 5:10 PM
10	travismcdmusic@gmail.com	7/19/2022 3:17 PM
11	cbsdecor@gmail.com	7/19/2022 2:16 PM
12	lolamitch@hotmail.com	7/18/2022 1:34 PM
13	cbcoiner@gmail.com	7/16/2022 6:16 PM
14	perrys@sunvalley.net	7/16/2022 9:17 AM
15	wilsonbay@mac.com	7/15/2022 4:11 PM
16	calebspang@gmail.com	7/12/2022 10:00 AM
17	megeorge22@gmail.com	7/12/2022 8:14 AM
18	mike@ccdisposal.com	7/11/2022 5:13 PM
19	tdrougas@gmail.com	7/11/2022 3:04 PM
20	paigelethbridge@me.com	7/11/2022 12:15 PM
21	Edwardrjacobs@gmail.com	7/11/2022 8:46 AM
22	mmalex.ma@gmail.com	7/10/2022 4:46 PM
23	ingrid.whittaker11@gmail.com	7/9/2022 7:37 PM
24	joshua.johnson34@gmail.com	7/9/2022 4:53 PM
25	chinapandasv@outlook.com	7/9/2022 1:34 PM
26	jbh@svbroker.net	7/9/2022 9:25 AM
27	greyhawk1959@icloud.com	7/9/2022 8:58 AM
28	toddseibel@yahoo.com	7/9/2022 8:54 AM
29	joe@makingspaceswork.com	7/9/2022 8:43 AM
30	alexandrababalis@gmail.com	7/9/2022 7:06 AM
31	robsfitnesstraining@gmail.com	7/8/2022 10:14 PM
32	stashaspanky@gmail.com	7/8/2022 9:42 PM
33	luke.gina@yahoo.com	7/8/2022 8:12 PM
34	haydenseder@gmail.com	7/8/2022 6:26 PM
35	bernsteinrv@gmail.com	7/8/2022 3:42 PM
36	sushionsecond@q.com	7/8/2022 2:04 PM
37	abenton@thetugboatgroup.com	7/8/2022 1:58 PM
38	jbourret2@icloud.com	7/8/2022 1:19 PM
39	fostvedtm@gmail.com	7/8/2022 12:32 PM
40	gwencecanti@gmail.com	7/8/2022 12:23 PM

Community Conversations: Vibrancy & Housing

41	ryangall7@gmail.com	7/8/2022 12:23 PM
42	kyle.robertson@comcast.net	7/8/2022 12:20 PM
#	PHONE NUMBER	DATE
There are no responses.		



City of Ketchum

ATTACHMENT C:
Executive Summary – Draft
Ordinance 1234



EXECUTIVE SUMMARY - ORDINANCE 1234

Updated: July 27, 2022

The intent of the Ordinance is to support a strong and diverse economy and create a vibrant downtown by:

- Preserving the existing housing units in the city
- Increasing the creation of new housing units in the city
- Increasing available commercial space in the downtown

The ordinance is being proposed because:

- Ketchum has a severe shortage of housing, which has a negative impact on our businesses, the vibrancy of our downtown, and the community.
- Ketchum lost 475 long term rental and ownership housing units from 2000 to 2019.
- Construction of residential units within Ketchum has decreased significantly since 1989. From 1990 to 2009, approximately 290 units were constructed for an average of 15 units per year. From 2010 to 2020, only 92 units were constructed for an average of 9 units per year, a significant decrease from previous years.
- The city and our partners will need to build, convert, or preserve between 65 and 100 housing units each year to support the dynamic demands of a resort community economy
- Ketchum experienced a significant population increase from 2019 to 2020 of approximately 25%, when annual population growth is traditionally 1%. It is unclear if this increase is unique or a continuing trend.
- Ketchum lacks available office, retail, and restaurant space, limiting the ability for businesses to start or expand within Ketchum.
- Development permitted under the current zoning regulations result in low-density residential development in areas where the 2014 Ketchum Comprehensive Plan envisions medium to high density residential and vibrant mixed-use development

The ordinance does:

- Increase the supply of housing in Ketchum without increasing building heights or square footage of developments.
- Protect and preserve existing housing.
- Incentivize the construction of additional commercial space in the downtown.
- Provide temporary regulations while permanent regulations are developed.

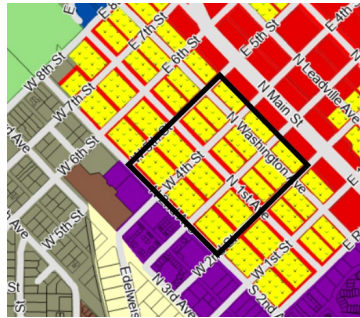
The ordinance does not:

- Place a moratorium on development or reduce the development potential of properties
- Change, reduce or increase, the permitted maximum building heights, or floor area ratios (FAR)
- Regulate the cost of renting or buying new or existing housing units. Please visit www.projectketchum.org/housing-matters for information on those initiatives.

The Draft Ordinance Proposes the Following:

1. Recommend five changes to the Ketchum zoning and subdivision regulations as follows:
 - a. Minimum residential densities required for projects with density bonuses in certain zone districts depending on project type
 - i. Community Core - Requires a minimum of 7 units per Ketchum townsite lot for 100% residential projects. For mixed-use projects the ordinance requires 4 units per townsite lot for projects with 30% or less commercial space, 3 units per townsite lot for projects with 31-60% commercial space, two units per townsite lot for projects with 61-80% commercial space, and no minimum for projects with 80% or more of commercial unless residential is provided. In this case, two units are required.
 - ii. Tourist - Requires a minimum of 7 units per 10,000 square feet of lot area for 100% residential projects. For mixed-use projects the ordinance requires 4 units per 10,000 square feet for projects with 30% or less commercial space, 3 units per 10,000 square feet for projects with 31-60% commercial space, two units per 10,000 square feet for projects with 61-80% of commercial space, and no minimum for projects with 80% or more of commercial unless residential is provided. In this case, two units are required.
 - iii. T-3000 – Requires 4 units per 10,000 square feet of lot area.
 - iv. T-4000 and GR-H – requires 8 units per 10,000 square feet of lot area.
 - v. No minimum densities are proposed for General Residential-Low Density (GR-L), Limited Residential (LR, LR-1, and LR-2), Short-Term Occupancy (STO-1, STO-4, and STO-H), Light Industrial (LI, LI-1, and LI-2), Recreation Use (RU), or Agricultural and Forestry (AF) zone districts.
 - vi. Minimum densities may be adjusted subject to Conditional Use Permit.
 - b. Consolidation of lots
 - i. Consolidation of lots permitted with additional standards in all zone districts except General Residential-Low Density (GR-L), Limited Residential (LR, LR-1, and LR-2), Short-Term Occupancy (STO-1, STO-4, and STO-H), where a waiver would be required.
 - ii. Consolidation of lots requires a preliminary plat and final plat application.

- iii. Additional review standards requiring conformance with land use approvals, zoning regulations, and comprehensive plan.
- c. Net loss of units
 - i. No project can result in the net loss of residential units through consolidation of units, or demolition and redevelopment of property
 - ii. Number of residential units may be reduced subject to Conditional Use Permit.
- d. Parking exemptions
 - i. Any individual retail unit less than 5,500 square feet is exempt from parking requirements in the Community Core and Tourist zone districts
 - ii. No parking is required for the first 5,500 square feet of office space within the Community Core and Tourist zone districts
- e. Type, Amount, and Location of Uses in Certain Areas
 - i. Properties on the south side of River Street adjacent to the downtown are subject to the use requirements of the CC-2 zone district. Single Family dwelling units are no longer permitted.
 - ii. Ground floor residential with street frontage is not permitted in developments on certain properties in the downtown shown on the image below.



- iii. For developments in the CC-1, CC-2 and portions of the Tourist zone district must meet the following:
 - 1. For mixed-use developments, 55% of the ground floor must be commercial
 - 2. Individual residential units cannot exceed 3,000 square feet
 - 3. Community housing units are not permitted within basements
 - 4. Number of parking spaces cannot exceed the minimum required unless for public parking
- iv. Exceptions to the requirements above can be made through a conditional use permit
- 2. The ordinance would apply to all applications for development not deemed complete by the effective date of the ordinance. Pre-application Design Review applications that do not have a Design Review Application deemed complete prior to the effective date of the ordinance are subject to the requirements above.



City of Ketchum

ATTACHMENT D:
Full Text – Draft Ordinance
1234

ORDINANCE 1234

AN INTERIM ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, TO IMPLEMENT REVISED DEVELOPMENT STANDARDS THAT REQUIRE MINIMUM RESIDENTIAL DENSITIES IN CERTAIN ZONE DISTRICTS FOR CERTAIN PROJECTS; REGULATE THE CONSOLIDATION OF LOTS IN CERTAIN ZONE DISTRICTS; PROHIBIT THE REDUCTION OF DWELLING UNITS IN CONJUNCTION WITH DEVELOPMENT PROJECTS; CLARIFY PARKING REQUIREMENTS FOR RETAIL AND OFFICE USES IN THE CC AND T ZONE DISTRICTS; AMEND THE USES PERMITTED IN THE CC-2 AND A PORTION OF THE T ZONE DISTRICT; ADD REQUIREMENTS FOR DEVELOPMENTS WITHIN CERTAIN ZONE DISTRICTS RELATED TO SQUARE FOOTAGE OF USES, LOCATION OF USES, AND PARKING; AND ADD DESIGN REVIEW CRITERIA FOR DEVELOPMENTS IN CERTAIN ZONE DISTRICTS; PROVIDING FOR PUBLICATION BY SUMMARY; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE AND A SUNSET DATE.

WHEREAS, Idaho Code Section 67-6524 authorizes local jurisdictions to enact interim ordinances, effective up to one (1) year, during the pendency of preparation and adoption of a permanent ordinance; and

WHEREAS, the State of Idaho and the Idaho Housing and Finance Association has stated that access to workforce housing has become a statewide challenge impacting urban, rural, and resort communities, resulting in a proposal for a state-led gap financing program for development of workforce housing; and

WHEREAS, the 2014 Ketchum Comprehensive Plan identifies ten core values vital to the City's ability to achieve its vision including 1) A Strong and Diverse Economy, 2) Vibrant Downtown, and 4) A Variety of Housing Options; and

WHEREAS, the City of Ketchum (the "City") is experiencing a significant population increase and a severe shortage of housing for the local workforce at all income levels which is threatening the livelihood and straining the resources of the City, its citizens, and its businesses; and

WHEREAS, businesses in Ketchum have been forced to reduce operating hours in the past two years due to lack of workforce; and

WHEREAS, the City's average annual population growth rate is approximately 1%, however, the population of the City increased 25% from 2019 to 2020; and

WHEREAS, the City collects housing specific data and is developing a Housing Action Plan to address the immediate need for more housing in the City; and

WHEREAS, the City lost 475 long-term rental and ownership housing units from 2000 to 2019; and

WHEREAS, in addition to the 475 housing units lost, the Housing Action Plan Summary and Findings identify the need to build, convert, or stabilize between 65 and 100 housing units annually in the City to ensure adequate housing for the City’s workforce and support the dynamic demands of a resort community economy; and

WHEREAS, from 1990 to 2009, approximately 290 units were constructed for an average of 15 units per year. From 2010 to 2020, only 92 units were constructed for an average of 9 units per year, a significant decrease from previous years; and

WHEREAS, the City is experiencing an increase in the redevelopment of property as more than half of the City’s housing stock was built before 1980 and there are a limited number of vacant properties within city limits; and

WHEREAS, development permitted under the current zoning regulations result in low-density residential development in areas where the 2014 Ketchum Comprehensive Plan envisions medium to high density residential and vibrant mixed-use development; and

WHEREAS, staff presented options for addressing housing issues to the Planning and Zoning Commission at a special meeting on February 15, 2022. At that meeting, the Planning and Zoning Commission directed staff to prepare a draft emergency ordinance reflecting proposed changes for review; and

WHEREAS, the Planning and Zoning Commission met on March 8, 2022, and March 29, 2022, to discuss the draft emergency ordinance and obtain public input related to the proposed changes and recommended on March 29, 2022, the emergency ordinance be adopted by City Council; and

WHEREAS, the City Council met on April 18, 2022, to review the draft emergency ordinance and recommendation from the Planning and Zoning Commission. At said meeting, the City Council declined to approve the emergency ordinance as presented and directed staff to conduct additional community engagement and prepare an interim ordinance reflecting additional feedback from the community; and

WHEREAS, the City conducted a community workshop to gather additional feedback on the proposed changes June 28, 2022, attended by members of the City Council, Planning and Zoning Commission, and the public. Said workshop was followed by a community survey requesting feedback on the same topic; and

WHEREAS, the Planning and Zoning Commission held a public hearing on *[insert date]* to review this interim ordinance, as prepared by staff, reflecting significant feedback from the community; and

WHEREAS, the Planning and Zoning Commission recommended approval of this interim ordinance at their regular meeting on *[insert date]*; and

WHEREAS, the City Council held a public hearing on *[insert date]* to review the interim ordinance, information from staff, and recommendations from the Planning and Zoning Commission; and

WHEREAS, The City Council held [*insert number of readings*] readings of the interim ordinance on [*insert dates of hearings*] resulting in approval of this interim ordinance; and

WHEREAS, the Planning and Zoning Commission hearings and City Council hearings were duly noticed per the requirements of Idaho Code Section 67-6509; and

WHEREAS, the provisions of this ordinance are temporary in nature and shall expire three hundred and sixty five (365) days after the adoption of this interim ordinance; and

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF KETCHUM, IDAHO:

Section 1. The following interim regulations and standards apply to any Building Permit, Pre-Application Design Review, Design Review, Subdivision, or Conditional Use Permit application deemed complete after the effective date of this Ordinance filed pursuant to Title 16 - Subdivision Regulations and Title 17 - Zoning Regulations. Pre-application Design Review applications deemed complete prior to the effective date of this ordinance, that do not have a subsequent Design Review application deemed complete, are subject to the provisions contain herein. Wherever any provision in Title 16 or Title 17 or any other ordinance, rule or regulation of any kind contain standards covering the same subject matter, the standards of this Ordinance shall apply.

Section 2. All zoning districts referenced in this ordinance are pursuant to Ketchum Municipal Code (the “KMC”) Chapter 17.18 – *Zoning Districts* and abbreviated as referenced. All terms in this ordinance are defined in Section 17.08.020 – *Terms Defined* and 16.04.020-*Definitions* of the KMC with the addition of the following:

- A. Consolidation – the action or process of combining more than one lot or unit into a single lot or unit.
- B. Residential Density – the number of dwelling units per square feet of lot area.

Section 3. There shall now be minimum residential densities for new development projects or expansions of existing buildings that exceed a total floor area ratio (FAR) of 1.0 within Subdistrict 1 and Subdistrict 2 of the CC zone district and 0.5 FAR in the T, T-3000, T-4000, and GR-H zone districts as follows:

Zone District	Minimum Residential Density Required (units/SF)			
CC Subdistricts 1 and 2	100% Residential Development 7 / 5,500			
	Mixed Use Development			
	≤ 30% Commercial 4 / 5,500	31-60% Commercial 3 / 5,500	61-80% Commercial 2 / 5,500	≥ 80% Commercial No Minimum except when residential units are provided,

				there shall be a minimum of 2 units
T	100% Residential Development 7 / 10,000			
	≤ 30% Commercial 4 / 10,000	31-60% Commercial 3 / 10,000	61-80% Commercial 2 / 10,000	≥ 80% Commercial No Minimum except when residential units are provided, there shall be a minimum of 2 units
T-3000	4 / 10,000			
T-4000	8 / 10,000			
GR-H	8 / 10,000			

- A. For purposes of calculating commercial area for minimum residential densities, commercial square footage shall include all permitted and conditionally permitted uses identified in KMC Section 17.12.020 – *District Use Matrix* under the categories of “Commercial” or “Public and Institutional”.
- B. Percent commercial shall be calculated by dividing the total commercial square footage by the Gross Floor Area for the project.
- C. Total commercial square footage shall be calculated using the total area of commercial uses on all floors in a building or portion of a building measured from the interior walls, excluding:
 - a. Common areas
 - b. Mechanical and maintenance equipment rooms
 - c. Parking areas and/or garages
 - d. Public areas
- D. Minimum densities identified in Section 4 may be adjusted subject to the review and approval of a Conditional Use Permit by the Planning and Zoning Commission.

Section 4. There shall now be standards for the consolidation of lots. Additionally, there shall be a specific application type, process, and additional standards for the review and approval of the consolidation of lots as follows:

- A. Consolidation of lots within the City shall be permitted in certain zone districts as follows:

Zone District	Consolidation of Lots
CC - Subdistricts 1 and 2	Permitted subject to additional standards
T	Permitted subject to additional standards
T-3000	Permitted subject to additional standards
T-4000	Permitted subject to additional standards

GR-H	Permitted subject to additional standards
GR-L	Permitted subject to waiver
LR, LR-1, and LR-2	Permitted subject to waiver
STO-1, STO-4, and STO-H	Permitted subject to waiver
LI, LI-2, and LI-3	Permitted subject to additional standards
RU and AF	Permitted subject to additional standards

**Additional Standards are outlined in Subsection F. The waiver process is as outlined in KMC Section 16.04.130.*

- B. The definition of “Readjustment of Lot Lines” in KMC Section 16.04.020 - *Definitions*, also known as Lot Line Shifts, shall no longer include the “removal of lot lines”.
- C. Consolidation of lots may only be considered pursuant to the requirements and standards of KMC Section 16.04.030 – *Procedure for Subdivision Approval*.
- D. All preliminary plat applications for consolidation of lots shall only be considered when submitted concurrently with a building permit application or land use development application as applicable.
- E. The final plat for consolidation of lots shall not be signed by the City Clerk and recorded until the proposed development has received one or both of the following as applicable:
 - 1. A certificate of occupancy issued by the City of Ketchum; and
 - 2. Completion of all design review elements as approved by the Planning and Zoning Administrator.
- F. In addition to KMC Section 16.04.040, all preliminary plat applications for consolidation of lots shall comply with the following criteria:
 - 1. The preliminary plat application is in conformance with all applicable building permit and land use development approvals.
 - 2. The preliminary plat application is in conformance with all applicable Zoning Regulations contained within Title 17 – Zoning Regulations.
 - 3. The preliminary plat application is found to be in conformance with the comprehensive plan in effect at the time the application was deemed complete.

Section 5. No demolition permit shall be issued pursuant to Chapter 15.16 of the KMC that results in the net loss in the total number of residential units currently existing on a property as of the effective date of this ordinance. The following standards apply to all properties within the City:

- A. Development of property, in any zone district, may not result in the net loss of dwelling units.
- B. Total number of dwelling units shall be calculated including all listed or defined dwelling unit uses and terms in the KMC such as, but not limited to, “dwelling, one family”, “dwelling, multi-family”, “dwelling unit, accessory”, and “work/live unit”.
- C. No demolition permit shall be issued for any structure until a building permit application for a replacement project on the property and required fees have been accepted by the City and deemed complete.

- D. Reduction in number of residential units may be permitted subject to the review and approval of a Conditional Use Permit by the Planning and Zoning Commission prior to submittal of a demolition permit application.
- E. In the event of imminent and substantial danger to the health or safety of the public due to neglect or condemnation of the building as determined by the building official or his/her designee, a building may be demolished prior to redevelopment pursuant to the requirements of KMC Section 15.16.030. Prior to demolition of the structure(s), a development agreement shall be entered into between the owner of the property and the City of Ketchum stipulating the total number of units required at the time of development of the property. Said development agreement shall be recorded against the property with the office of the Blaine County, Idaho, Clerk and Recorder.

Section 6. There shall be no parking required for individual retail spaces of 5,500 square feet or less within the Community Core (CC) and Tourist (T) zoning districts.

Section 7. There shall be no parking required for the first 5,500 square feet of office space of a project within the Community Core and Tourist zone districts.

Section 8. New developments on properties within the Tourist zone district that include frontage along River Street from S Leadville Ave to S 2nd Ave, as shown in Exhibit A, shall be subject to the uses permitted and conditionally permitted and associated footnotes for the Community Core – Mixed Use subdistrict (CC-2) as outlined in KMC 17.12.020 – District Use Matrix.

Section 9. Properties within the Community Core – Mixed Use subdistrict (CC-2), as shown on Exhibit B, shall be subject to the following:

- A. Ground floor residential with street frontage is not permitted.

Section 10. Developments within the CC Subdistrict 1 and 2, T (Leadville to 2nd Ave fronting River Street) not exempt from Design Review are subject to the following standards:

- A. For mixed-use developments, a minimum of 55% of the gross square feet of the ground floor must be commercial use(s).
- B. Community housing units are not permitted within basements.
- C. Individual residential dwelling units cannot exceed a total square footage of 3,000 square feet. Total square footage shall be calculated as the total area of residential space within a single residential unit measured from the interior walls. For residential units with multiple floors, staircases and elevators shall be included in the calculation on the first level of the residential unit only.
- D. Developments shall not provide a total number of parking spaces above the minimum parking requirements per KMC 17.125.040 – *Off Street Parking and Loading Calculations*, unless the additional parking spaces are designated for public parking use only.

Section 11. Requirements outlined in Sections 9 and 10 of this ordinance may be adjusted subject to the review and approval of a Conditional Use Permit by the Planning and Zoning Commission.

Section 12. All development, not exempt from Design Review pursuant to KMC Section 17.96.010, shall meet the following additional criteria:

A. The design and uses of the development conform with the goals, policies, and objectives of the comprehensive plan.

Section 13. This ordinance shall be in full force and effect from and after its passage and approval and shall remain in effect for a period not to exceed three hundred and sixty-five (365) days from its effective date, pursuant to Idaho Code Section 67-6524.

Section 14. SAVINGS AND SEVERABILITY CLAUSE: It is hereby declared to be the legislative intent that the provisions and parts of this Ordinance shall be severable. If any paragraph, part, section, subsection, sentence clause or phrase of this Ordinance is for any reason held to be invalid for any reason by a Court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 15. REPEALER CLAUSE: All City of Ketchum Ordinances or resolutions or parts thereof which are in conflict herewith are hereby repealed.

Section 16. PUBLICATION: This Ordinance, or a summary thereof in compliance with Section 50-901A, Idaho Code, substantially in the form annexed hereto as Exhibit "A" shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

Section 17. EFFECTIVE DATE: This Ordinance shall be in full force and effect from and after its passage, approval, and publication according to law.

PASSED BY THE CITY COUNCIL and APPROVED by the MAYOR OF KETCHUM IDAHO, on this ___ day of ___ 2022.

APPROVED:

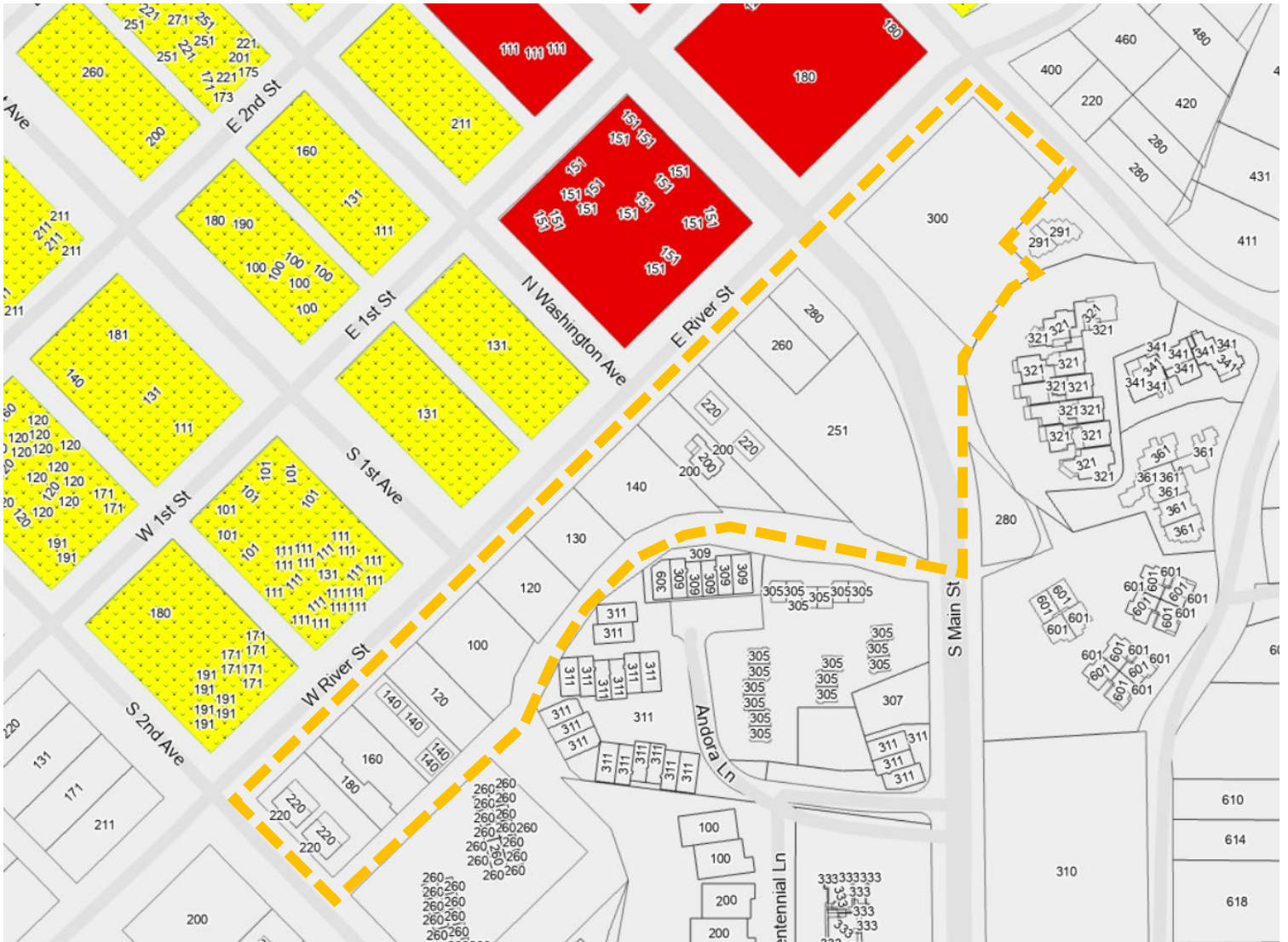
Neil Bradshaw, Mayor

ATTEST:

Lisa Enourato, Interim City Clerk

Interim Ordinance 1234

Exhibit A



Community Core Subdistricts



1-Retail Core



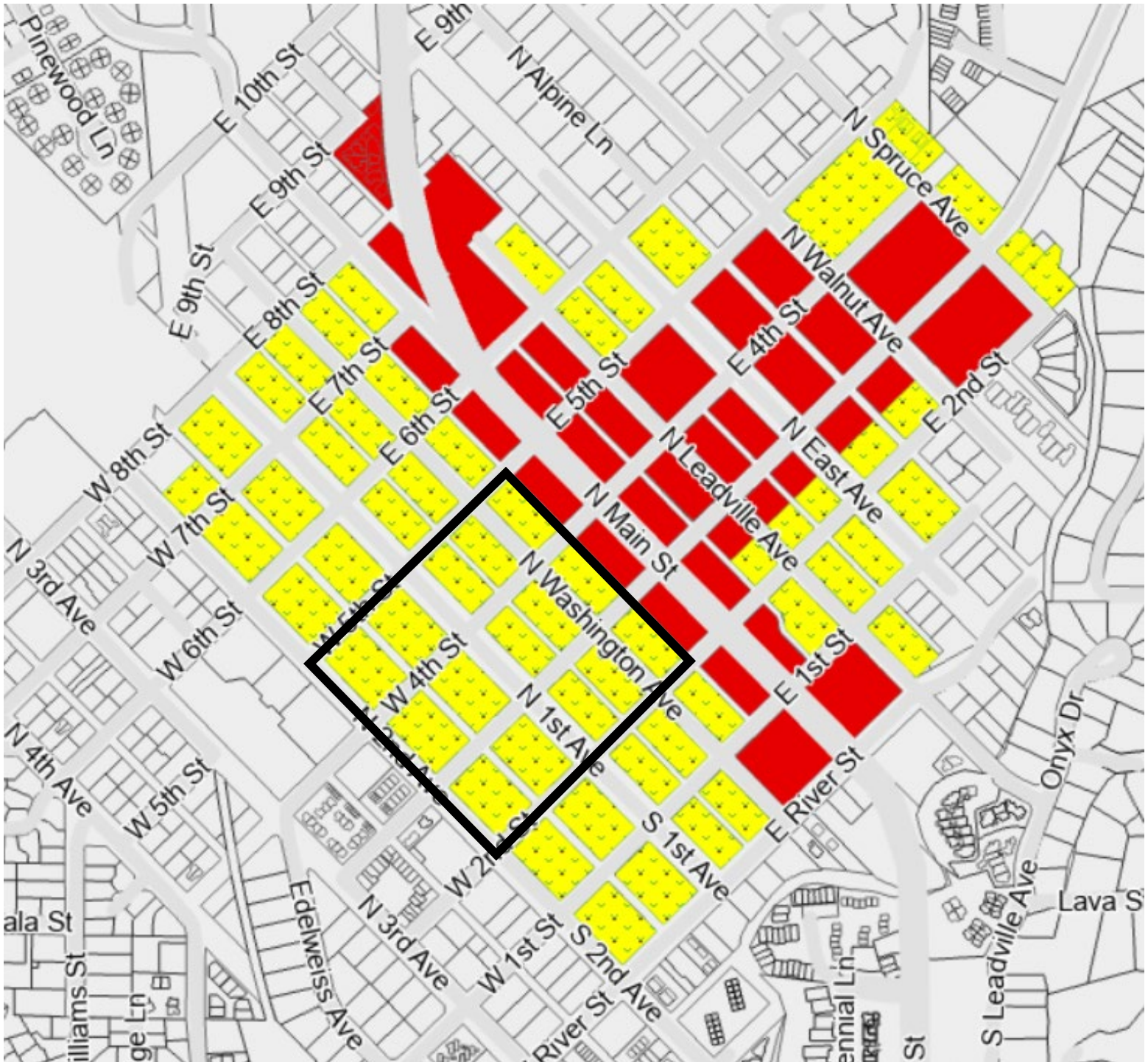
Permitted Uses to Match Mixed Use Subdistrict



2- Mixed Use

Interim Ordinance 1234

Exhibit B



Community Core Subdistricts

- 1-Retail Core
- 2- Mixed Use
- Ground Floor Residential with Street Frontage not permitted



City of Ketchum

ATTACHMENT E:

Love Schack Development
Study, Density Study by Zone
District, Comprehensive Plan
Comparison, Development
Scenarios

How Parking Influences Development & Density, in Ketchum, Idaho.

Love Schack Architecture, P.C.
www.loveschackarchitecture.com

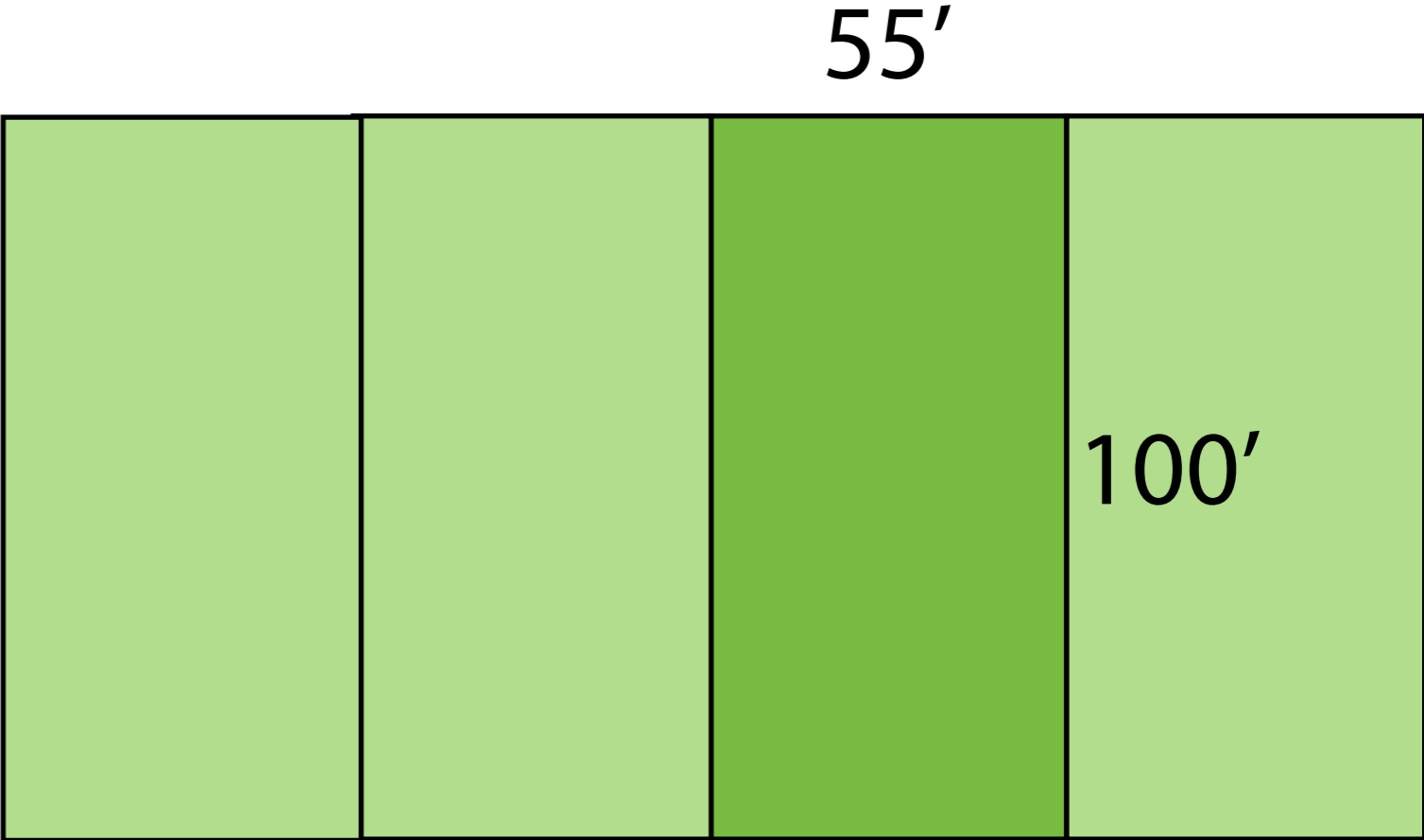


City of **Ketchum**



LOVE | SCHACK
ARCHITECTURE

Typical Property within the
Community Core is
55' x 100', or 5500 sqft area.



City of **Ketchum**

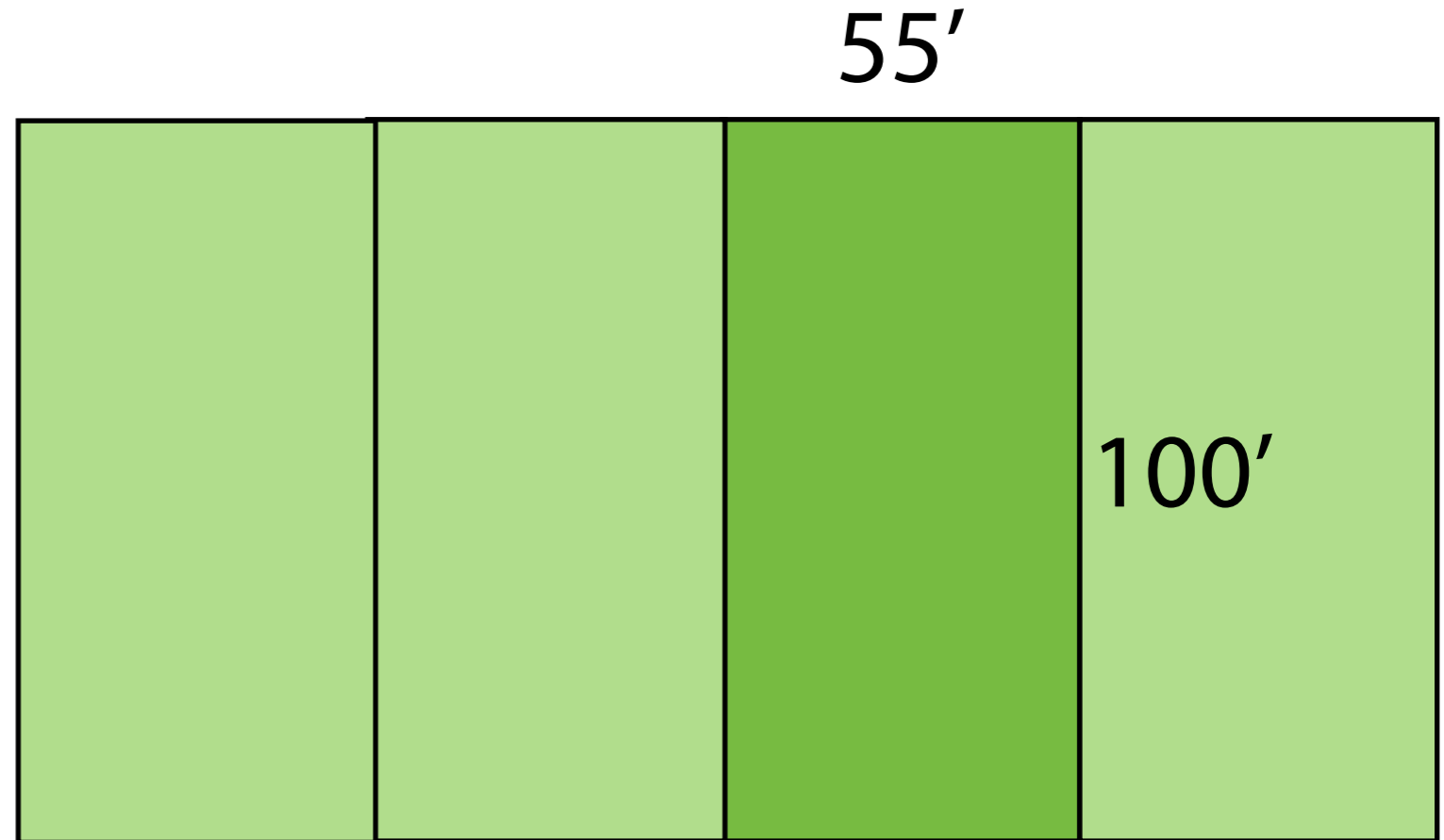


LOVE | SCHACK
ARCHITECTURE

What is the development potential?

In addition to local parking requirements, how do other components of Local Zoning and National Building Code impact the allowable density and viability of development?

What are the opportunities?



City of **Ketchum**



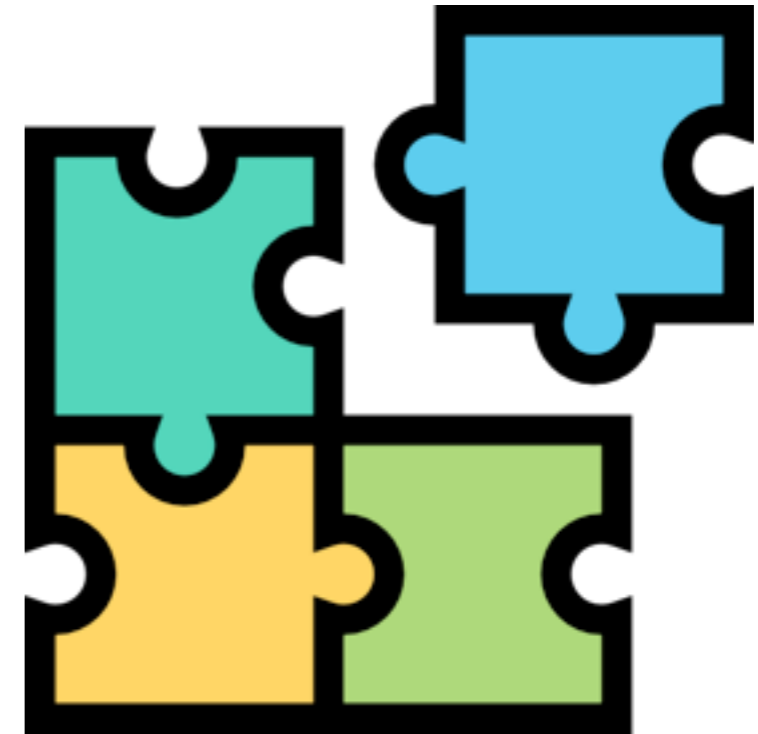
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Approach :

Code Review and Zoning Analysis with guidelines provided by the Ketchum Planning Department to objectively determine the maximum development potential. Five prototypes were developed.

Zoning Considerations :

- **Minimum Parking Requirements**
- **Density Bonuses for Community Housing**
- Lot Sizes
- Allowed Uses
- Setbacks
- Maximum Height



City of **Ketchum**



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Building Code, IBC 2012

Underground Parking Car Ramp Requirements Egress & Life Safety

Construction Type

Building Use & Occupancy

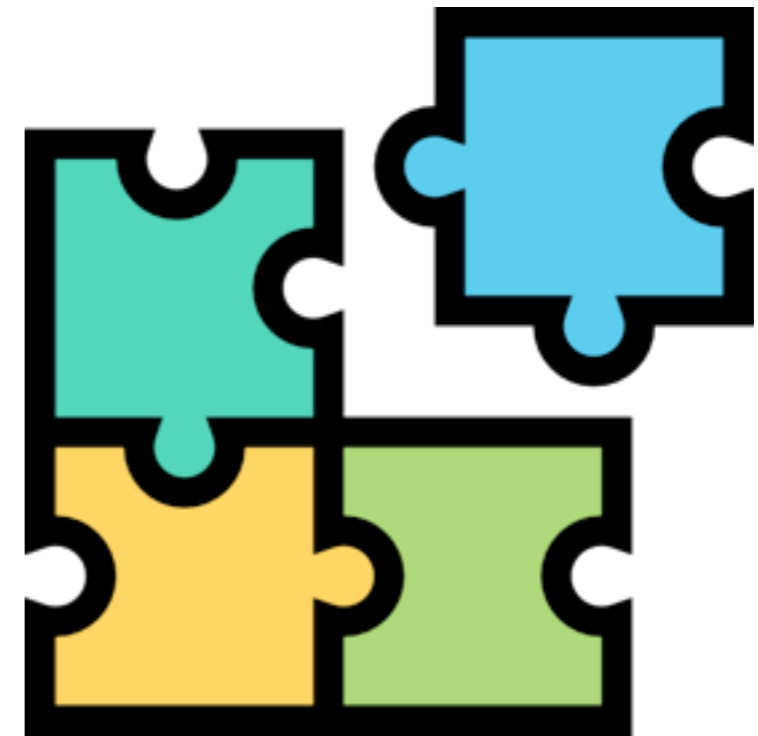
Allowed Footprint/Maximum Stories

Fire Sprinkler Requirements

Fire Rating for Exterior Walls & Allowed Adjacencies

Requirement of ADA Units

Requirement of ADA Parking Spaces



City of **Ketchum**



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Existing

based on *cumulative sq.ft.* of each use

residential = 1 car/1500 sq.ft.

commercial = varies:

- 1 car/100 sq.ft. of assembly in restaurants
- 1 car/500 sq.ft. of retail



* 4 on-street parking places are credited for commercial use, after 4 spaces provided on-site

0 parking req'd for CH



Proposed

residential = based on ranges of sq.ft., parking spaces are required per unit

commercial = varies:

- 1 car/1000 sq.ft. generally
- all restaurants exempt
- first 5,500 sq.ft. of retail exempt

*note: on-street parking credit remains available for developments providing on-site parking

0 parking req'd for ground level retail, up to 5,500 sq.ft., and restaurant

0 parking req'd for CH

0 parking req'd for small residential units

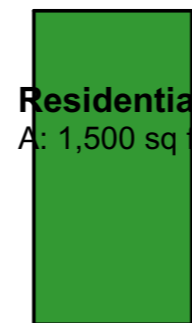
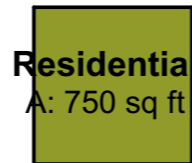
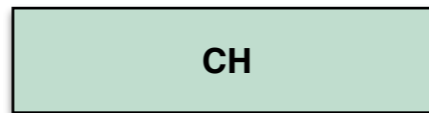
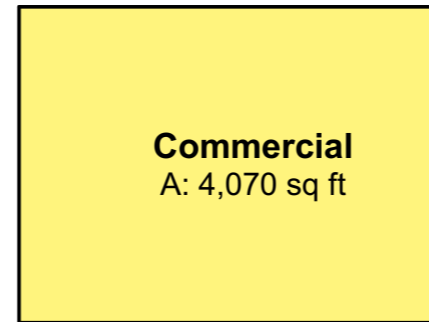
<750 sqft



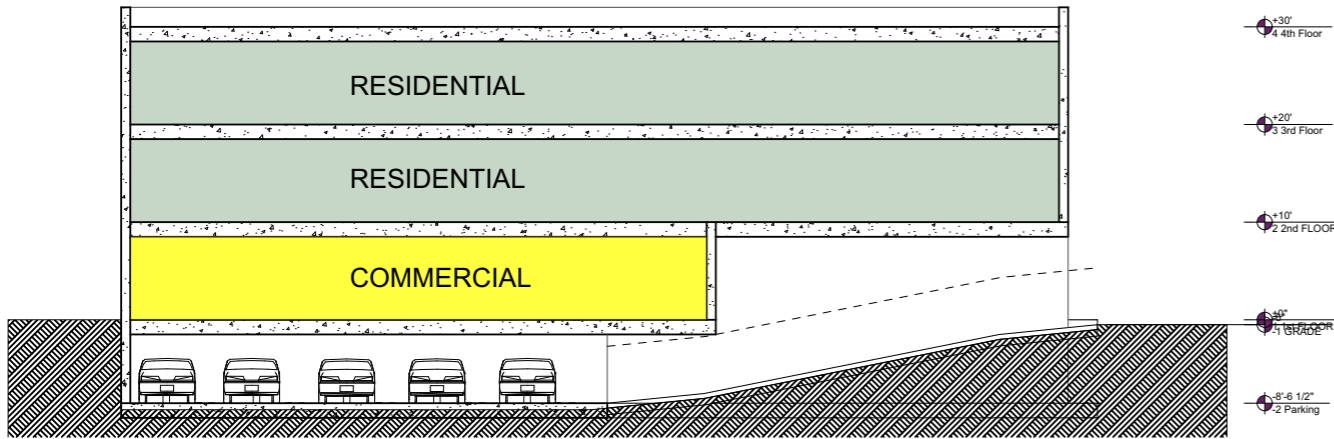
750-1500 sqft



1500+ sqft



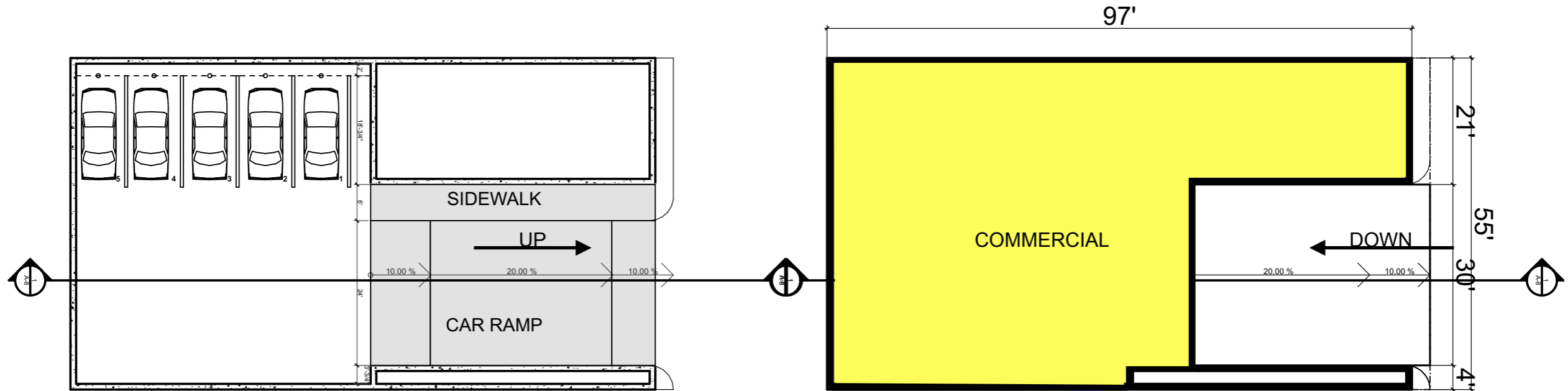
Underground parking \neq a solution for 1 lot



1 Building Section
SCALE: 1/16" = 1'-0"

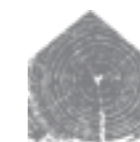


**based on minimum head heights allowed by code, trucks and vans do not fit!*



7 A significant amount of ground level developable area is lost

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FAR (Floor Area Ratio) =
developable square footage
(floor area) compared to square
footage of lot

When Community Housing (CH) is included in development, or when CH is met by payment-in-lieu of construction, a significant density bonus is added to the FAR.

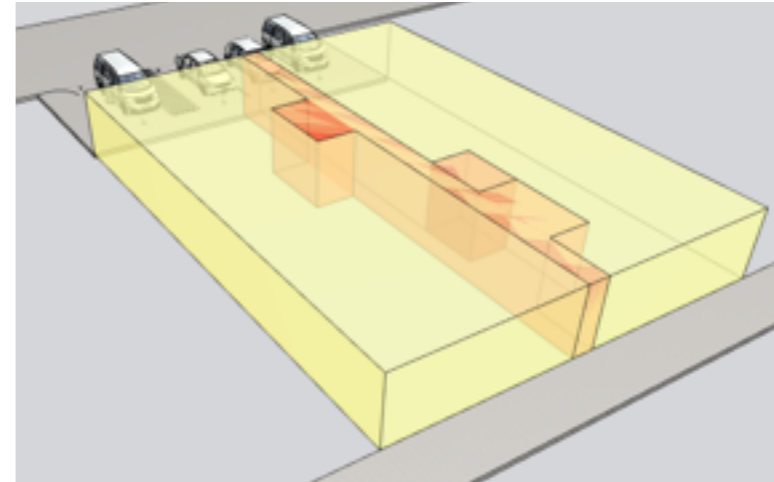
Example:

If a lot is 100' x 55' = 5500 sqft, including CH allows up to 12,375 sqft w/ an FAR of 2.25 to be developed

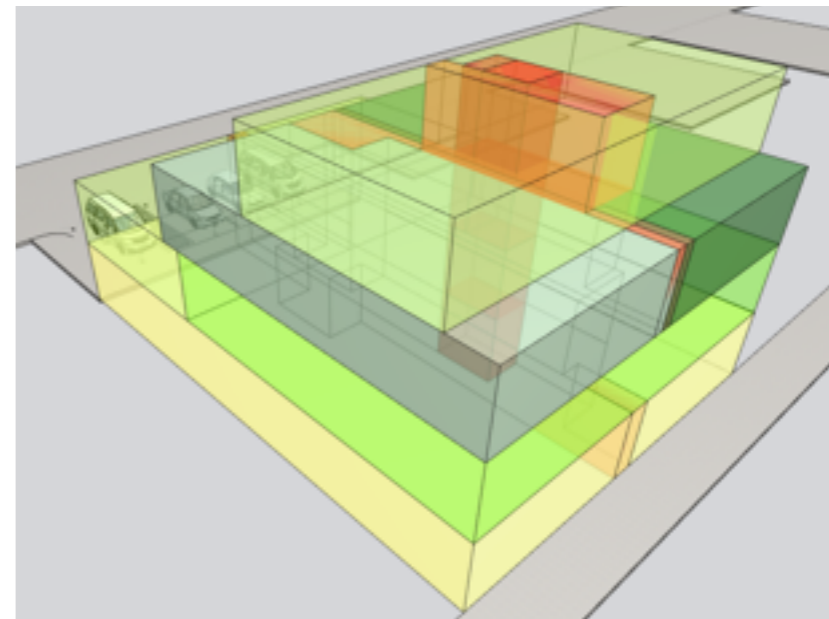
With an FAR of 2.25, 1375 sqft of CH is required, or a fee-in-lieu for 1,375 sq ft can be paid.

For the following development prototypes CH is included on site.

FAR 1.0



FAR 2.25

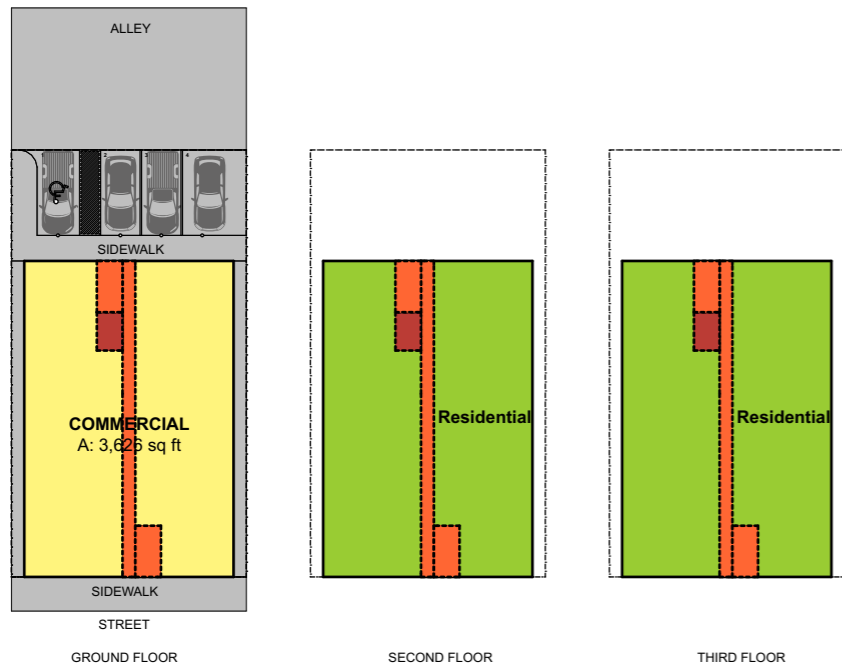


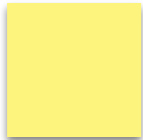

City of **Ketchum**



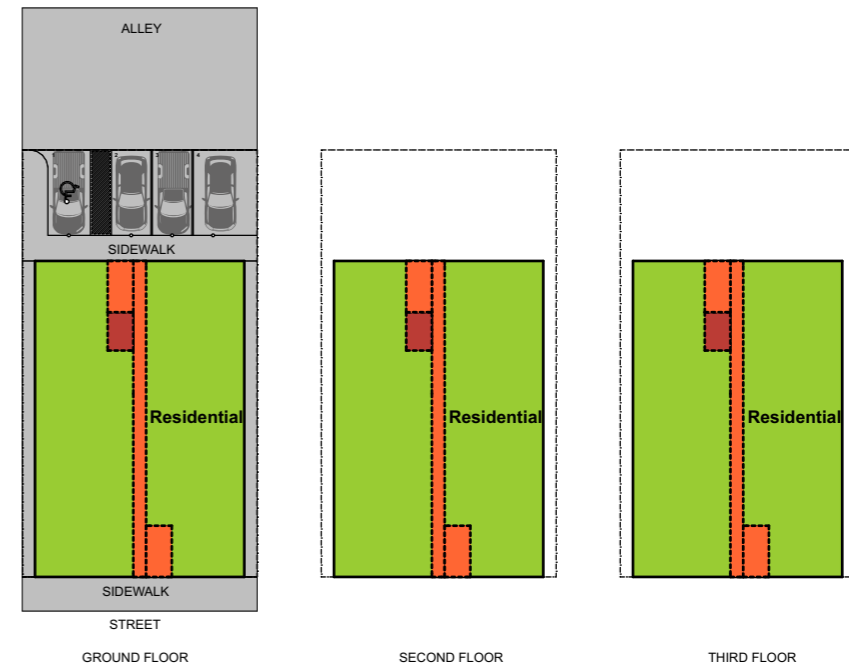
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Mixed Use defined by ground floor being 100% commercial and upper floors residential.



 = COMMERCIAL USE
 = RESIDENTIAL USE

Residential Only = all units residential.



City of **Ketchum**

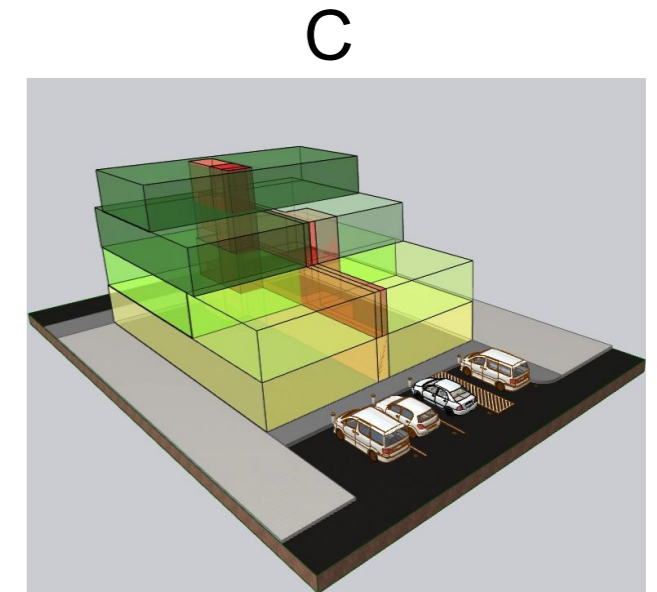
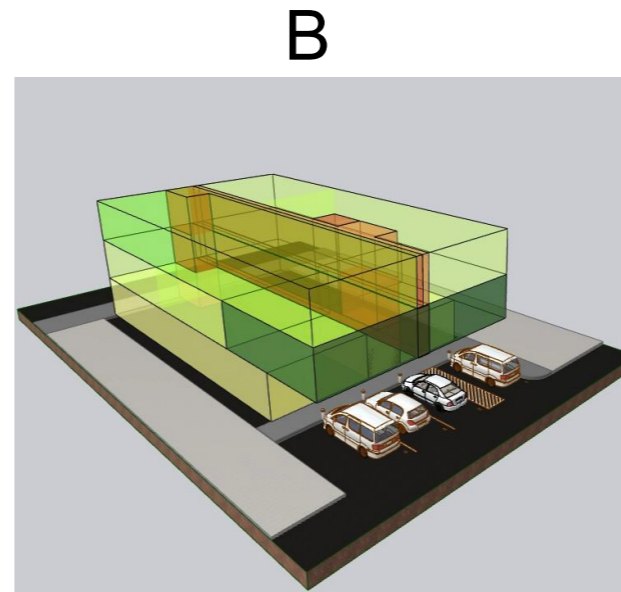
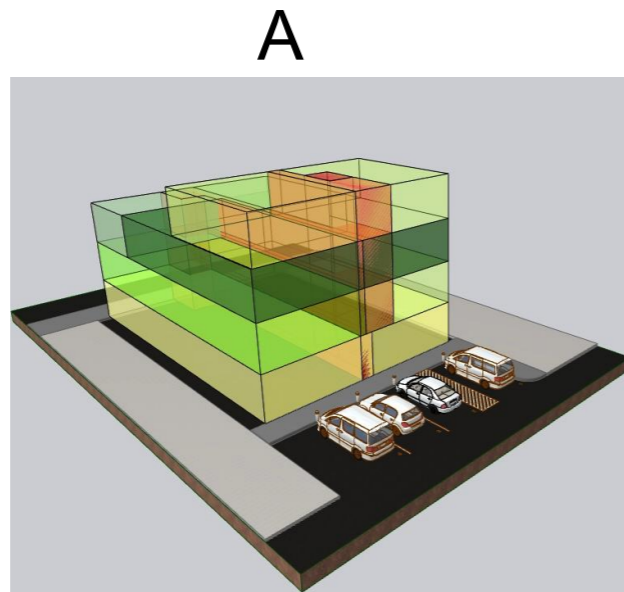


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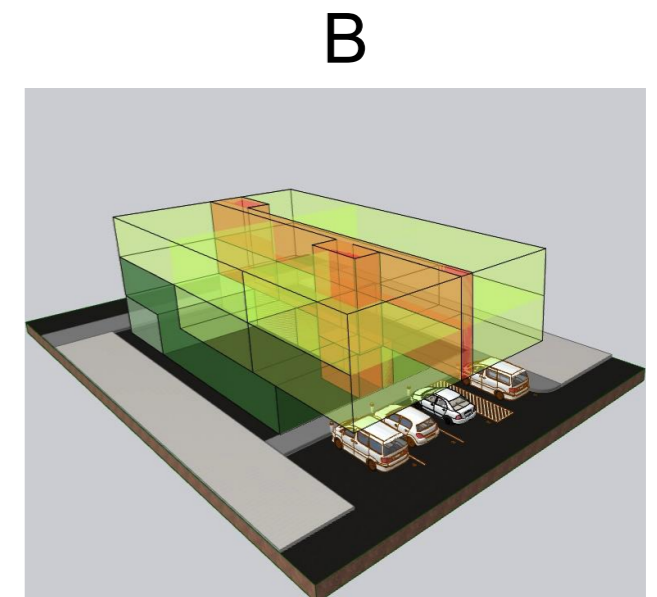
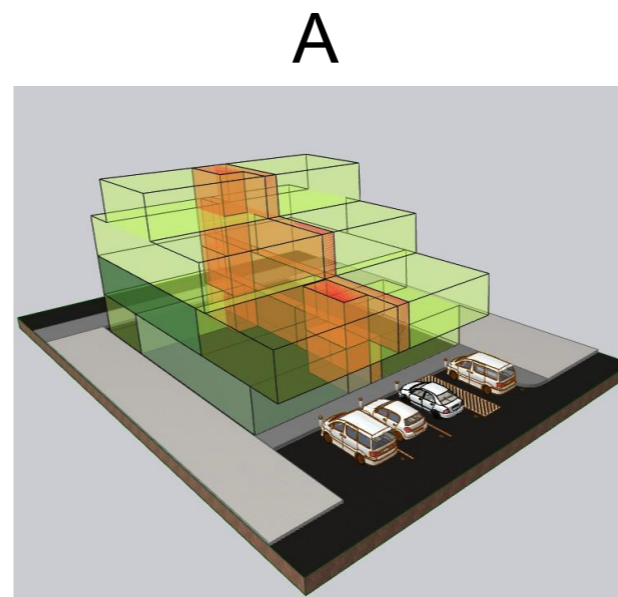
Floor Area Ratio (FAR) Scenarios

All Scenarios are 2.25 FAR
All Scenarios included the required 1,375 sq ft of CH on site.

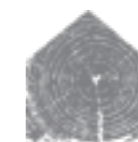
MIXED USE OPTIONS



RESIDENTIAL ONLY OPTIONS



**we did not consider all of the potential options, but considered options with different priorities, i.e. maximizing commercial sqft on the ground level or avoiding side setbacks, or maintaining a simple rectangular building vs. keeping the height low, all the while, maintaining the full build-out of 12,375 sqft to achieve the maximum FAR of 2.25*



Mixed Use - Option A (12,375 sqft) 2.25 FAR

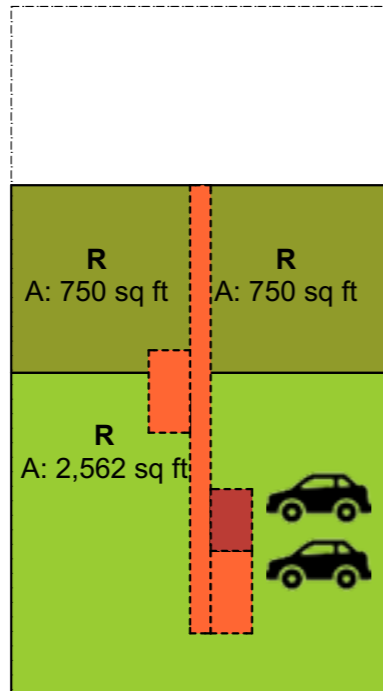
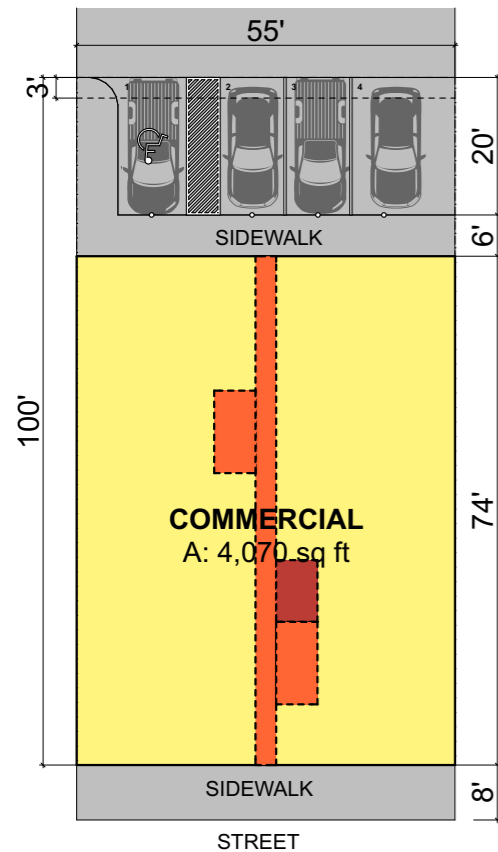
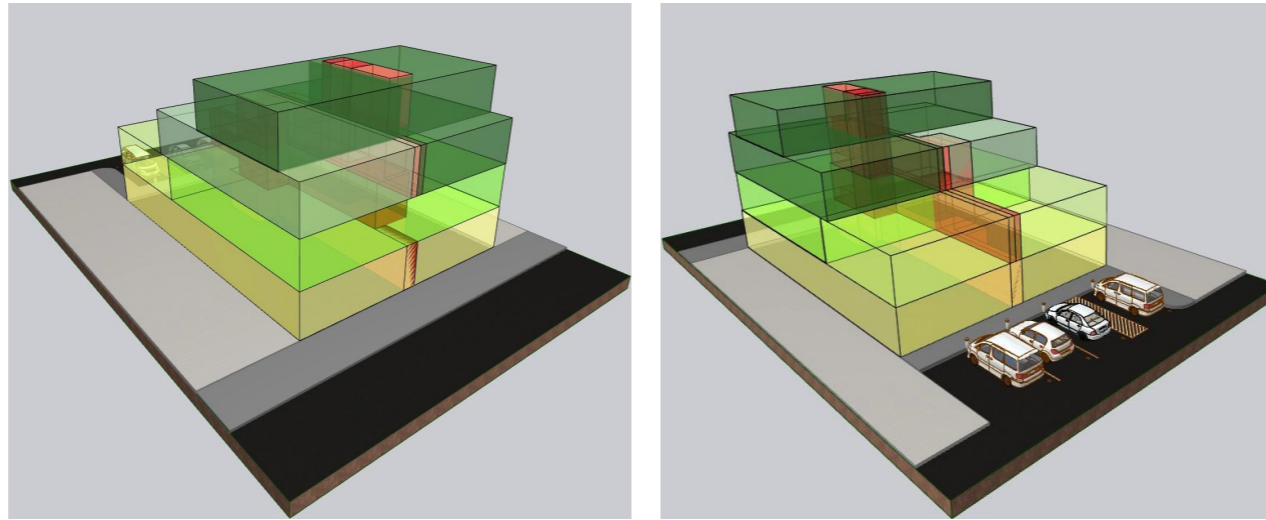
Community Core - Subdistrict A

Development Priority: Maximize commercial = no side setbacks

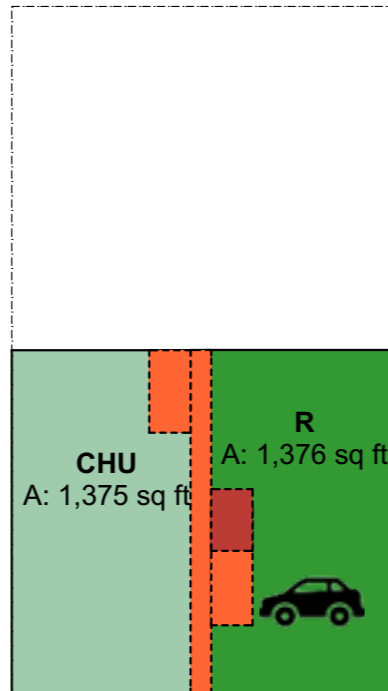
**all Mixed Use options require an elevator to reach ADA unit above ground floor*

***max of 4 units/floor by fire code*

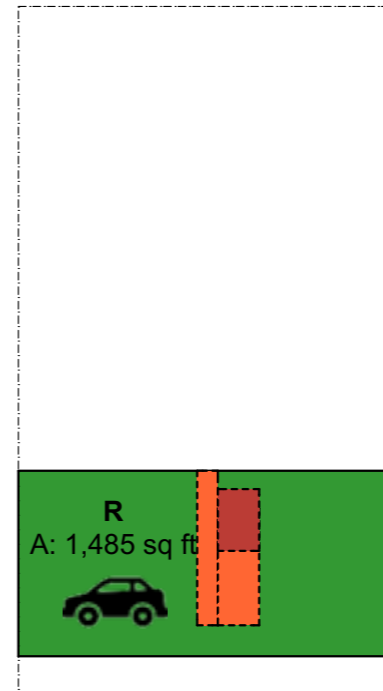
- 0 Parking : Residential, Under 750 sqft
- 1 Parking : Residential, 751 - 1500 sqft
- 2 Parking : Residential, 1501+ sqft
- 0 Parking : CHU 1,375 sqft
- Commercial
- Egress



SECOND FLOOR



THIRD FLOOR



FOURTH FLOOR

Current On-Site Parking
Regs Require :
13 total spaces, 9 after credit

New On-Site Parking
Regs Require :
4 spaces

Mixed Use - Option B (12,375 sqft) 2.25 FAR

Community Core - Subdistrict A

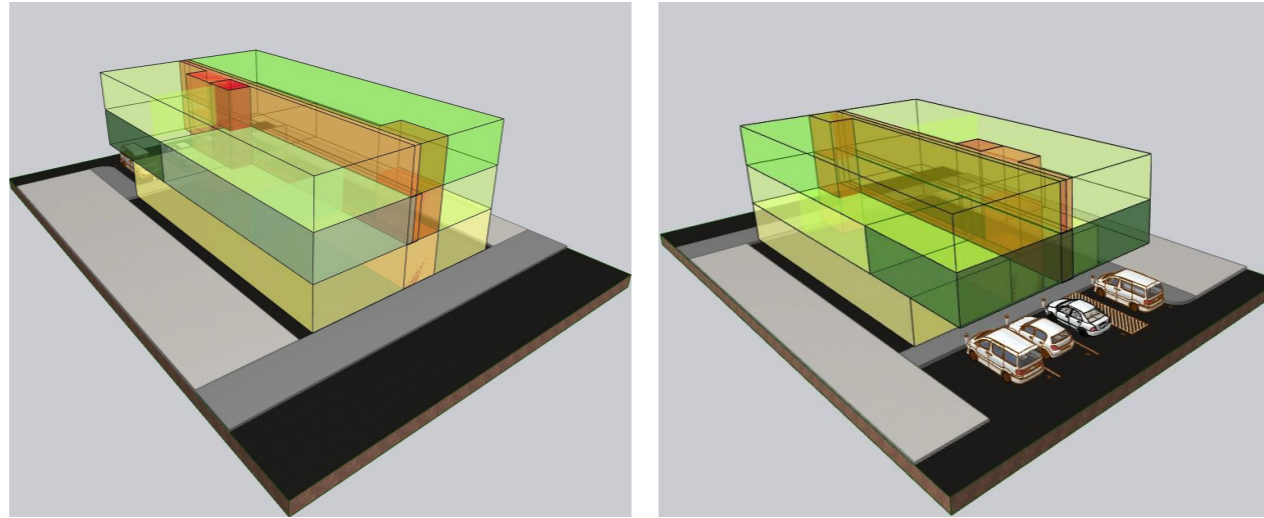
Development Priority = Maximize Residential, 3 stories only

**all Mixed Use options require an elevator to reach ADA unit above ground floor*

***requires 3' side setbacks per fire code*

****no limit on # of units/story*

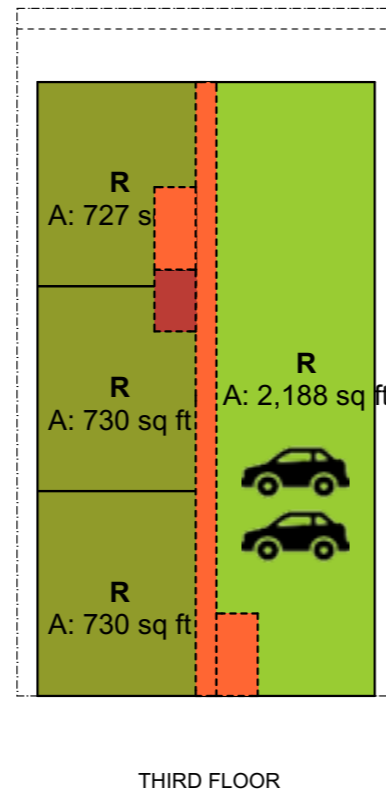
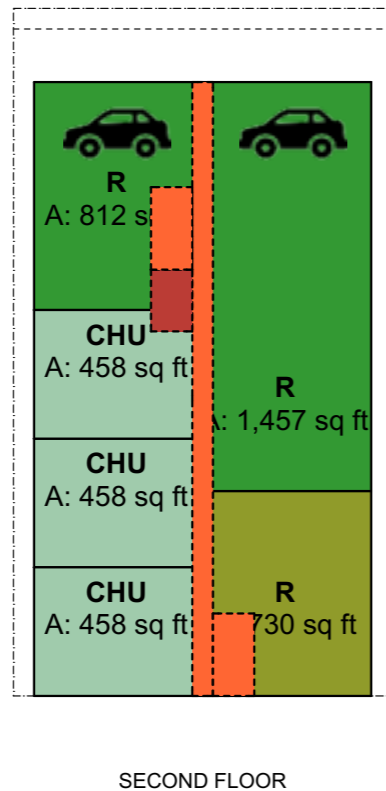
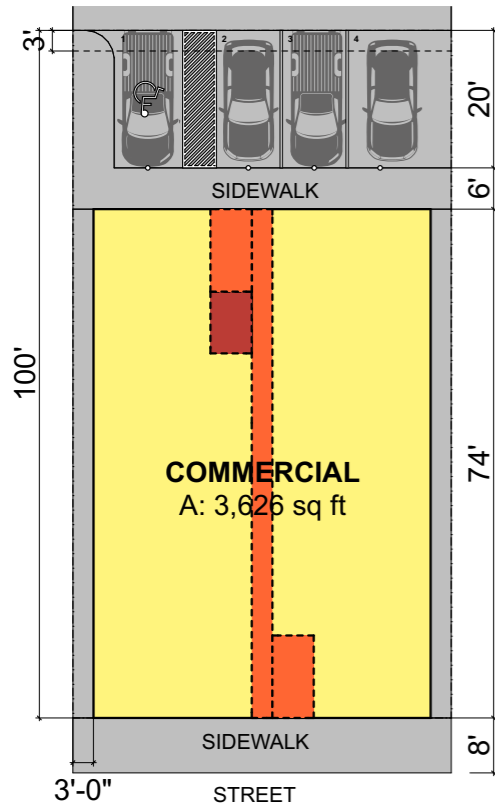
- 0 Parking : Residential, Under 750 sqft
- 1 Parking : Residential, 751 - 1500 sqft
- 2 Parking : Residential, 1501+ sqft
- 0 Parking : CHU 1,375 sqft
- Commercial
- Egress



Current On-Site Parking
Regs Require :
12 spaces
After Credit : 8



New On-Site Parking
Regs Require :
4 spaces



Mixed Use - Option C (12,375 sqft) 2.25 FAR

**all Mixed Use options require an elevator to reach ADA unit above ground floor*

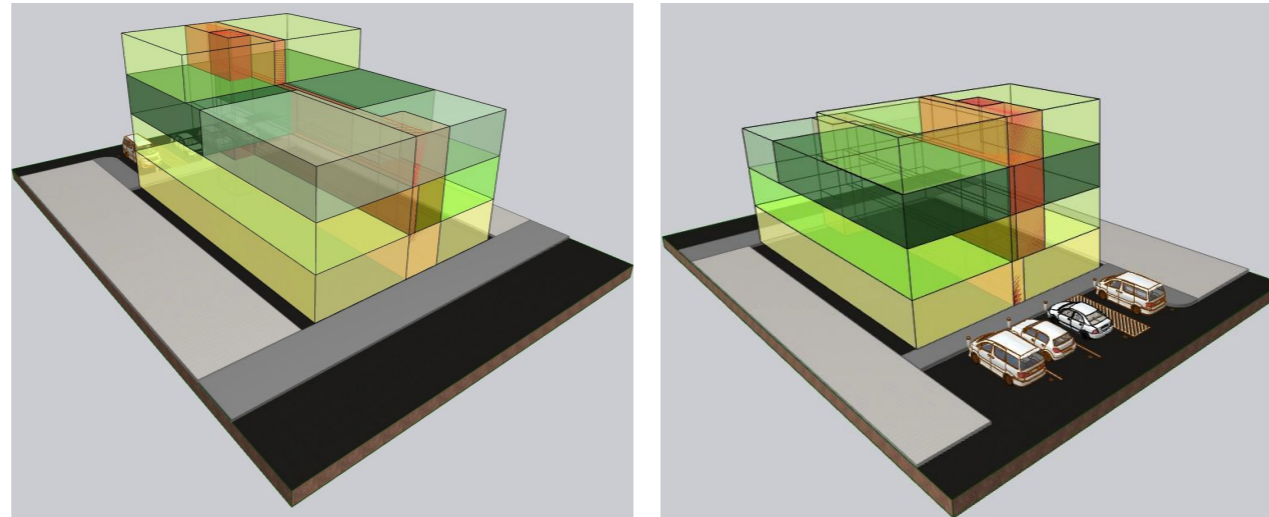
Community Core - Subdistrict A

Development Priority = Maximize Residential, maintain simple rectangle (no overhang over parking)

***requires 3' side setbacks per fire code*

****no limit on # of units/story*

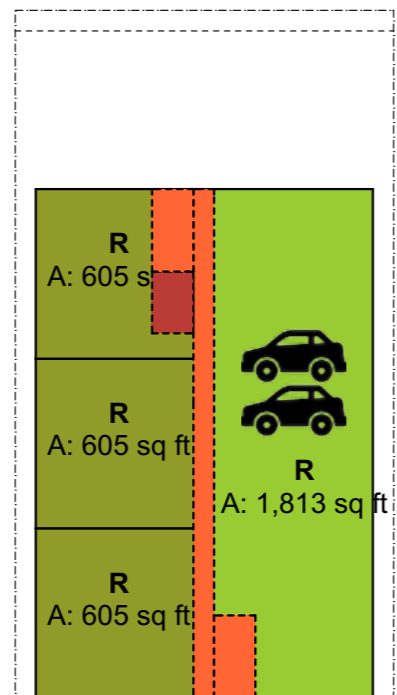
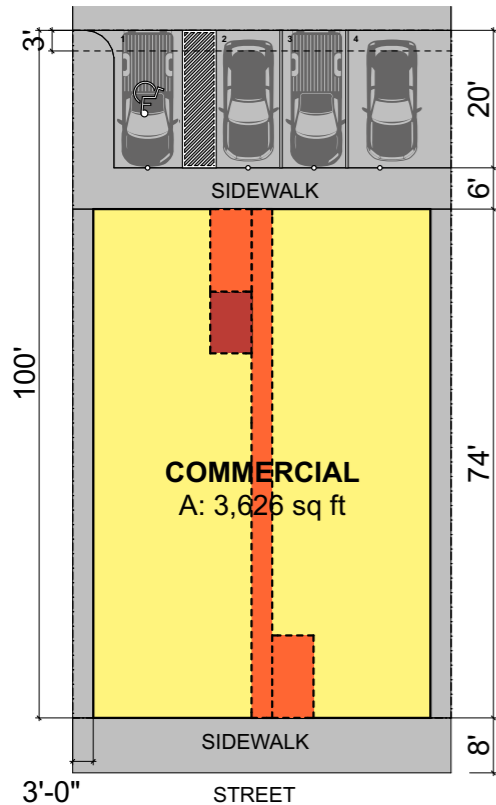
- 0 Parking : Residential, Under 750 sqft
- 1 Parking : Residential, 751 - 1500 sqft
- 2 Parking : Residential, 1501+ sqft
- 0 Parking : CHU 1,375 sqft
- Commercial
- Egress



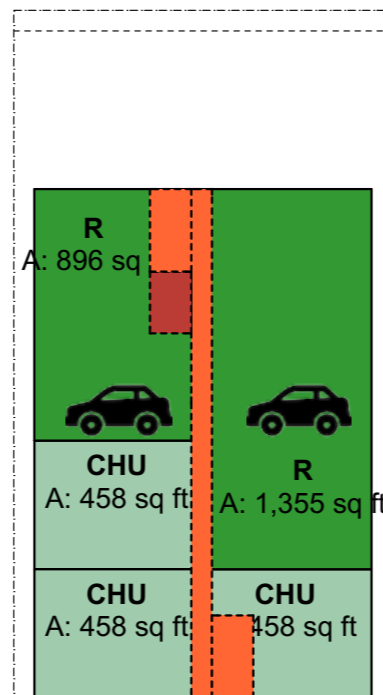
*Current on-Site Parking
Regs Require :
12 spaces
After Credit : 8*



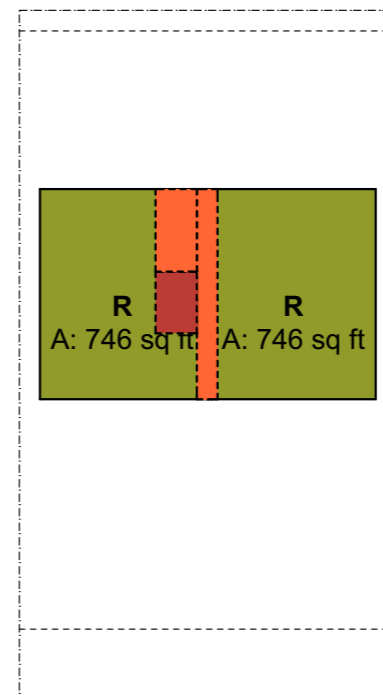
*New On-Site Parking
Regs Require :
4 spaces*



SECOND FLOOR



THIRD FLOOR



FOURTH FLOOR

Residential Only- Option A (12,375 sqft) 2.25 FAR

Community Core - Subdistrict C

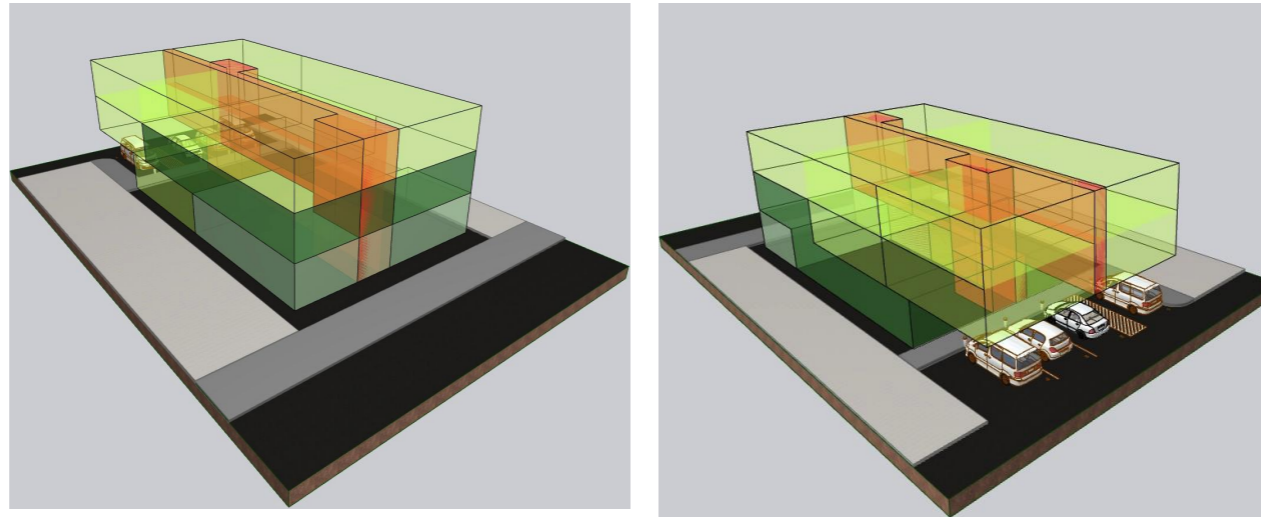
Development Priority = Maximize Residential

**Residential Only allows ADA unit on ground floor, no elevator required*

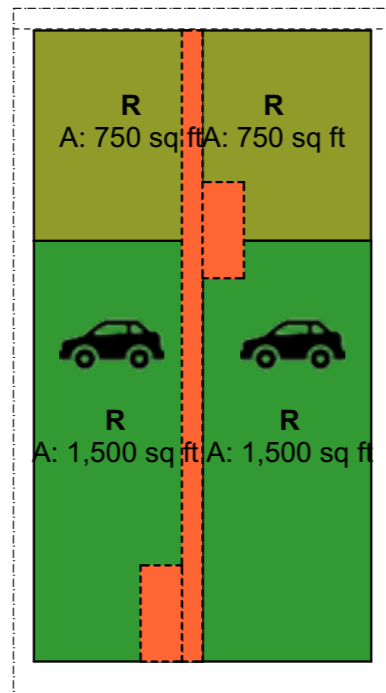
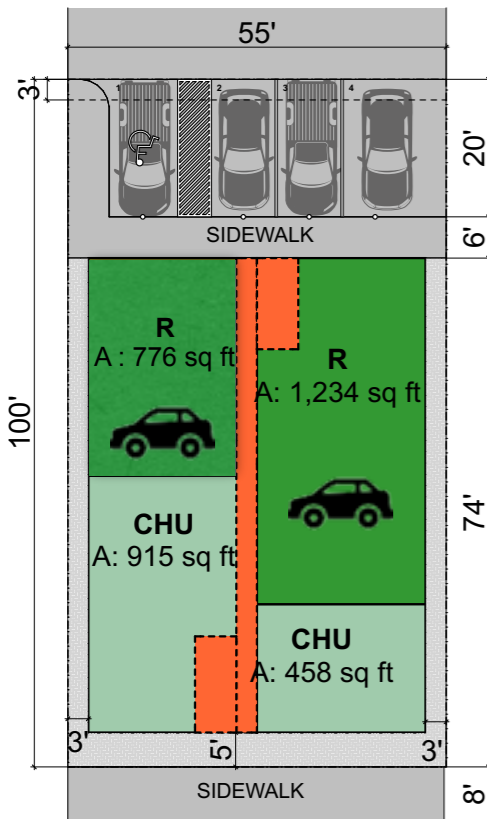
***requires 3' side setbacks per fire code*

****no limit on # of units/story*

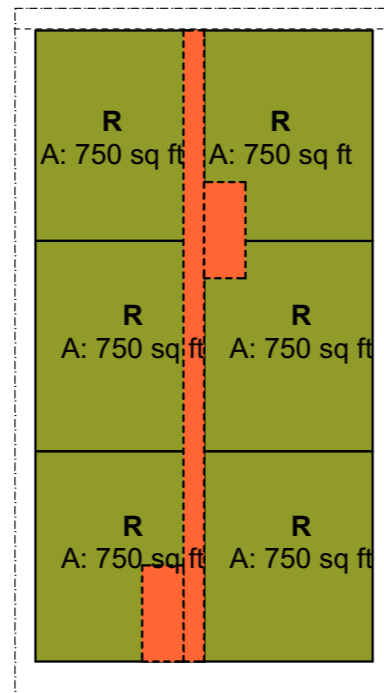
- 0 Parking : Residential, Under 750 sqft
- 1 Parking : Residential, 751 - 1500 sqft
- 2 Parking : Residential, 1501+ sqft
- 0 Parking : CHU 1,375 sqft
- Commercial
- Egress



Current On-Site Parking
Regs Require :
7 spaces



SECOND FLOOR



THIRD FLOOR

New On-Site Parking
Regs Require :
4 spaces

Residential only - Option B (12,375 sqft) 2.25 FAR

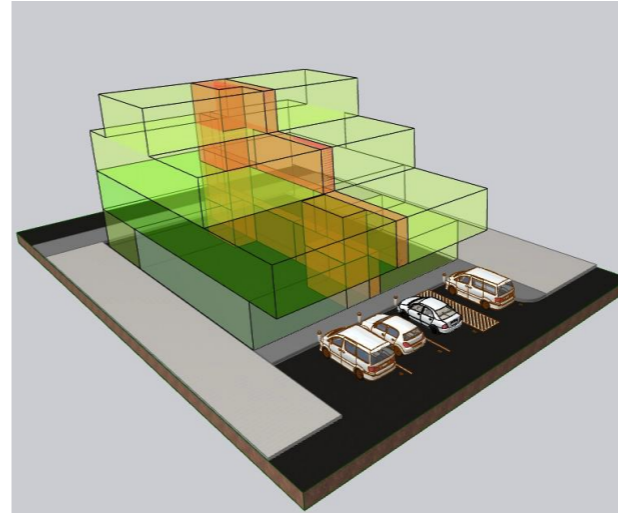
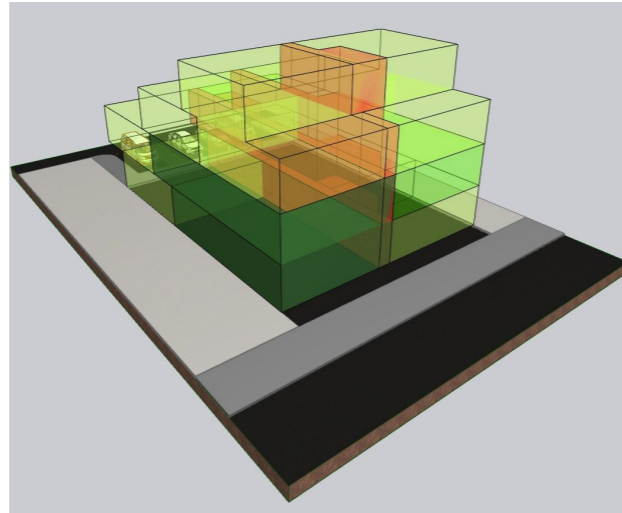
Community Core - Subdistrict C

Maximize Residential, with no side setbacks

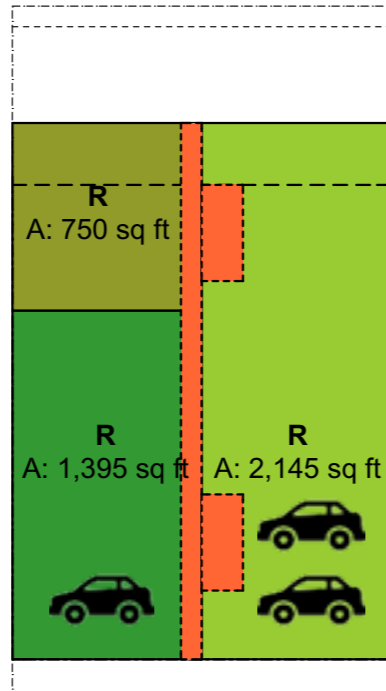
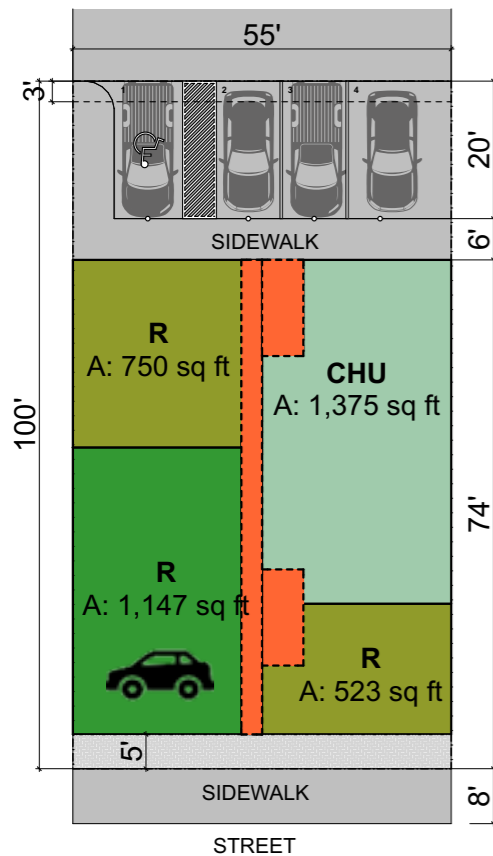
**Residential Only allows ADA unit on ground floor, no elevator required*

***max of 4 units/floor by fire code*

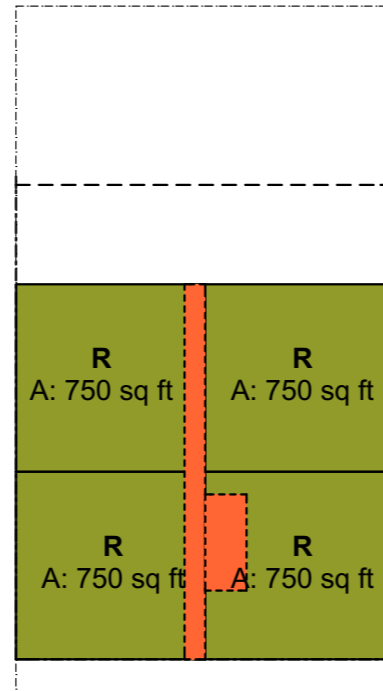
- 0 Parking : Residential, Under 750 sqft
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- Commercial
- Egress



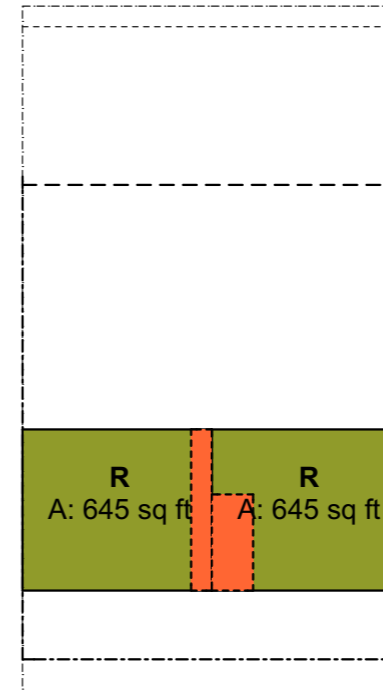
*Current On-Site Parking
Regs Require :
7 spaces*



SECOND FLOOR



THIRD FLOOR



FOURTH FLOOR

*New On-Site Parking
Regs Require :
4 spaces*



Summary

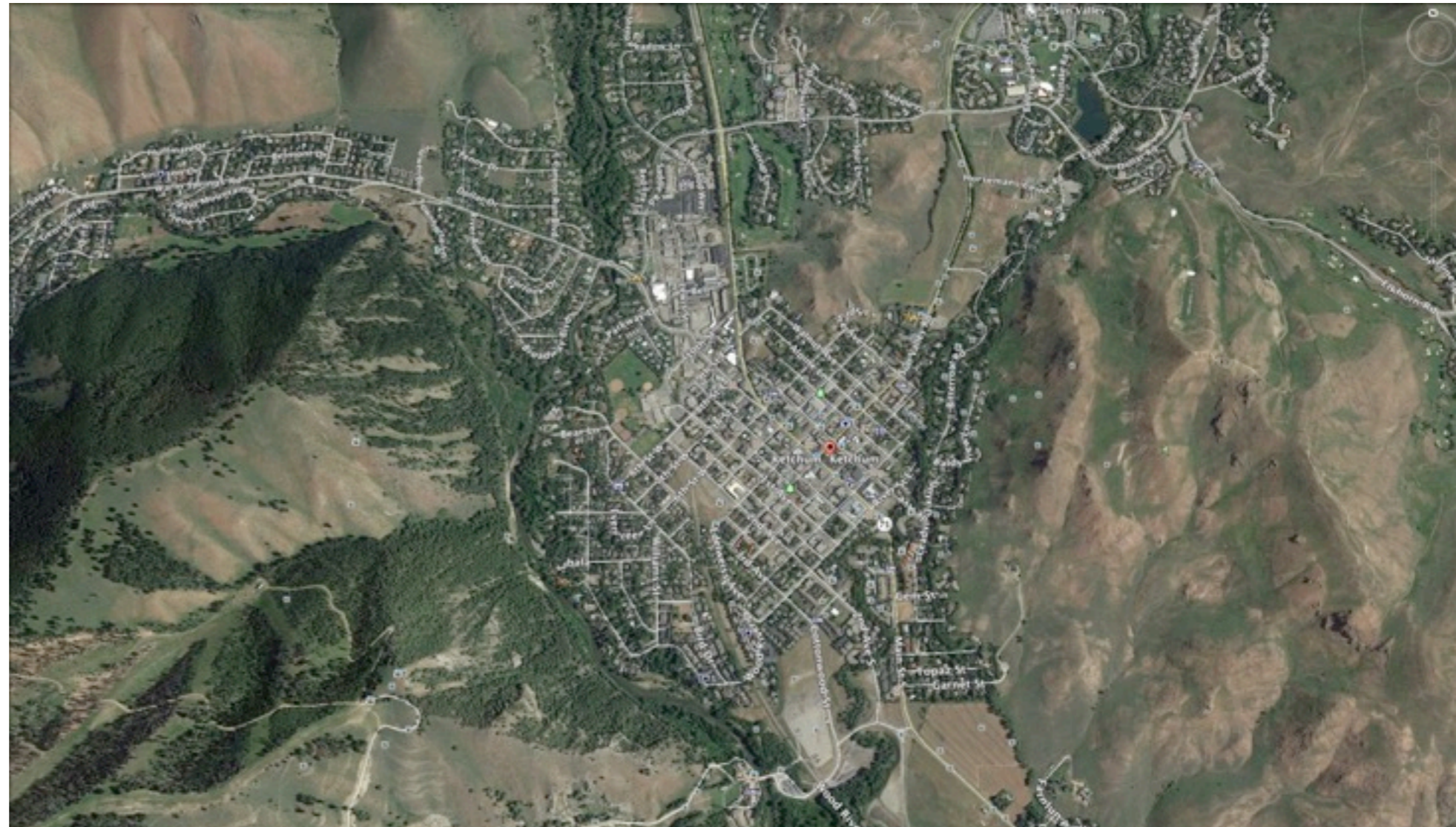
- Parking regulations do impact the density of development.
- The new parking regulations proposed by the City of Ketchum are less restrictive than the current parking regulations and enable full build-out of city lots.
- 5500 square foot lots are more developable under the proposed code.



City of **Ketchum**



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Contact

Lindsey Love & Lindsay Schack
Love Schack Architecture
offices in Bozeman, MT and Driggs, ID
<http://loveschackarchitecture.com/>
phone : 406.282.4277
email : info@loveschack.com

Thank you
City of Ketchum



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DENSITY COMPARISON BY ZONE DISTRICT - CITY OF KETCHUM DEVELOPMENT

Community Core	# of projects	Total # of units	Density	
			<i>Per Townsite Lot</i>	
100% Residential Projects	5	55	<i>Average</i>	11
	<i>*37 units came from 2 projects</i>		<i>Median</i>	7

Mixed Use Projects	# of projects	Total # of units	Density	
			<i>Per Townsite Lot</i>	
	6	42	<i>Average</i>	4
			<i>Median</i>	4

Tourist	# of projects	Total # of units	Density	
			<i>Per 10k</i>	
	17	420	<i>average</i>	5
			<i>median</i>	5

T-3000	# of projects	Total # of units	Density	
			<i>Per 10k</i>	
	16	140	<i>average</i>	4
			<i>median</i>	4

GR-H	# of projects	Total # of units	Density	
			<i>Per 10 K</i>	
	11	172	<i>average</i>	4
	<i>*85 units came from 1 project</i>		<i>median</i>	4

Community Core - 100% Residential Projects

Project #	Year Approved	Lot Area	# of Units	Density
				<i>Per Townsite Lot</i>
Project 1	2018	5500	20	20
Project 2	2019	5500	17	17
Project 3	2019	5500	7	7
Project 4	2019	4125	4	5
Project 5	2021	5500	7	7
Totals and Averages			55	11
			<i>median</i>	<i>7</i>

Community Core - Mixed Use Projects

Project #	Year Approved	Lot Area	# of Units	Density
				Per Townsite Lot
Project 1	2018	5500	4	4
Project 2	2019	8250	4	3
Project 3	2020	5482	4	4
Project 4	2020	16,500	4	1
Project 5	2020	18,163	23	7
Project 6	2021	5,500	3	3
Totals and Averages			42	4
			<i>median</i>	4

General Residential - High Density

General Residential - High Density				Density
				<i>Per 10k</i>
Project #	Year Built	Lot Area	# of Units	
Project 1	1971	17614	11	6
Project 2	1975	206310	85	4
Project 3	1979	24464	14	6
Project 4	1994	19000	9	5
Project 5	1997	16604	8	5
Project 6	2001	18640	8	4
Project 7	2008	32936	11	3
Project 8	2019	9078	2	2
Project 9	2021	18,130	4	2
Project 10	2008	60540	10	2
Project 11	2020	47,338	10	2
Totals and Averages			172	4
			<i>median</i>	4

Tourist - 3000

				Density
Project #	Year Approved	Lot Area	# of Units	Per 10k
Project 1		90740	30	3
Project 2		9979	3	3
Project 3		14795	10	7
Project 4		9979	4	4
Project 5		14026	10	7
Project 6		21124	7	3
Project 7		14647	7	5
Project 8		29923	14	5
Project 9		42906	20	5
Project 10		25421	11	4
Project 11		7839	3	4
Project 12		9979	4	4
Project 13		9979	3	3
Project 14		9905	3	3
Project 15		20000	6	3
Project 16		10005	5	5
Totals and Averages			140	4
			median	4

Tourist - 4000

				Density
Project #	Year Approved	Lot Area	# of Units	Per 10k
Project 1		14204	1	1
Project 2		13952	1	1
Project 3		13120	1	1
Project 4		12880	1	1
Project 5		12513	1	1
Project 6		21882	1	2
Project 7		11807	1	1
Project 8		10778	1	1
Project 9		14137	1	1
Project 10		12828	1	1
Project 11		13958	1	1
Project 12		19315	1	2
Project 13		44833	5	1
Project 14		6422	1	1
Project 15		8439	1	1
Totals and Averages			19	1
			median	1

Tourist

				Density
				Per 10K
Project #	Year Built	Lot Area	# of Units	
Project 1	1977	64782	32	5
Project 2	1981	20720	9	4
Project 3	1987	45708	9	2
Project 4	2003	54340	9	2
Project 5	1973	41491	27	7
Project 6	1970	40192	49	12
Project 7	1972	34880	28	8
Project 8	1972	123438	64	5
Project 9	1971	33000	20	6
Project 10	1978	16518	8	5
Project 11	1980	27639	12	4
Project 12	1980	75177	36	5
Project 13	2000	54014	27	5
Project 14	2007	286214	69	2
Project 15	2015	21885	9	4
Project 16	2018	15015	8	5
Project 17	2021	54,551	4	1
Totals and Averages			420	5
			<i>median</i>	5

CITY OF KETCHUM ZONE DISTRICT - FUTURE LAND USE COMPARISON

ZONE DISTRICT	GENERAL AREA/NEIGHBORHOOD	COMP PLAN DESIGNATION
CC-1	Sun Valley Rd/Main Street/4th Street	Retail Core
CC-2	Downtown	Mixed Use Commercial
T	South of Downtown	Commercial/Employment
	Warm Springs - Skiway Dr/Picabo	Commercial/Employment
	Saddle Rd	High Density Residential
T-3000	Warm Springs - Jane/Ritchie/Picabo	Medium Density Residential
T-4000	Warm Springs - Lloyd Ct and west	High Density Residential
GR-H	Pinewood	High Density Residential
	West Ketchum - Bird Dr	High Density Residential
GR-L	Warm Springs - Sage Rd	Low Density Residential
	Warm Springs - Irene and Bald Mtn	Low Density Residential
	Warm Springs - Wanderers	Low Density Residential
	Warm Springs - Flower	Medium Density Residential
	West Ketchum	Medium Density Residential
	Red Fox Ln	Medium Density Residential
	Warm Springs - Four Seasons	High Density Residential
LR	Warm Springs - N of Warm Springs Rd	Low Density Residential
	Warm Springs - S of Warm Springs Rd/River Run	Low Density Residential
	Gem Streets	Low Density Residential
	Spur Lane	Low Density Residential
	Mortgage Row	Medium Density Residential
LR-1	Mortgage Row	Medium Density Residential
LR-2	Beaver Springs and North	Residential Transition
STO-1	Bigwood	Low Density Residential
STO-4	Bigwood	Low Density Residential
STO-H	Bigwood	Low Density Residential
LI	Lewis Street	Mixed Use Industrial
LI-2	Northwood Way S of Saddle Rd	Mixed Use Industrial
LI-3	9th and 10th Stree N of CC district	Mixed Use Industrial

MIXED USE DEVELOPMENT SCENARIOS

Zone District	CC
Lot Size	5,500
FAR 2.25	12,375
1st Floor	1,430
	3,795
2nd Floor	4,290
3rd Floor	4,290
Dev SF	12,375

parking
**Assume 5 ft front setback, 3 ft rear setback*

Zone District	CC
Lot Size	11,000
FAR 2.25	24,750
1st Floor	1,360
	8,862
2nd Floor	7,944
3rd Floor	7,944
Dev SF	24,750

parking ramp
**Assume parking ramp, 3 ft rear setback and 5ft front setback*

	30%	60%	80%	
Commercial	3,713	7,425	9,900	
Net	3,156	6,311	8,415	<i>*15% reduction for common area</i>
CH	1,169	1,169	1,169	
Residential	7,494	3,781	1,306	
Net	6,370	3,214	1,110	<i>*15% reduction for common area</i>
# of units	5	3	1	<i>*Average of 1200 SF</i>

	30%	60%	80%	
Commercial	7,425	14,850	19,800	
Net	6,311	12,623	16,830	<i>*15% reduction for common area</i>
CH	2,338	1,169	1,169	
Residential	14,988	8,731	3,781	
Net	12,739	7,422	3,214	<i>*15% reduction for common area</i>
# of units	11	6	3	<i>*Average of 1200 SF</i>



City of Ketchum

ATTACHMENT F: Policy Statement for Community Core, Tourist, and GR-H Projects



City of Ketchum
Planning & Building

PLANNING AND ZONING COMMISSION POLICY STATEMENT

Goals for Successful Development in the Community Core, Tourist, and High-Density Zone Districts

Adopted: April 12, 2022

The Planning and Zoning Commission seeks to ensure that all projects taking advantage of the density bonus program, outlined in Ketchum Municipal Code Section 17.124.040 – *Floor area ratios and community housing*, contribute not only to community housing, but to the vibrancy of the community and the economic stability of Ketchum. The 2014 Ketchum Comprehensive Plan outlines future land uses for each zone district in Ketchum which were codified in 2015 when the zoning regulations were updated to include stated purposes for each zone district. To provide additional clarity to the development community, the following information outlines the purpose of each zone district and outlines the expectations and type of projects encouraged by the Planning and Zoning Commission. This policy statement is intended to provide guidance for a period of six months from the time of adoption, at which time the statement will be reviewed by Planning and Zoning Commission.

Community Core (CC-1 and CC-2)

Zoning Ordinance Purpose

The purpose of the CC community core district is to promote a compact and cohesive center of commerce and culture, to promote an attractive and safe pedestrian environment which includes sidewalks, gathering spaces, streetscape amenities and landscaping, to retain the unique small-town scale and character and to encourage buildings which respect Ketchum's historical and geographic context while providing diversity. Compatible mixed uses including retail, office, residential and cultural uses are encouraged. Commercial uses are concentrated in the CC District which is consistent with the City's comprehensive plan and the downtown master plan.

Successful projects in the Community Core - Retail Core subdistrict:

- Maximized ground floor restaurant and retail uses with outdoor public amenities such as outdoor seating and dining.
- Retain as much square footage of any existing retail and restaurant uses as possible.
- Have upper floors of primarily office use and minimal residential.
- Include on-site community housing.
- Include parking allocations that do not exceed minimum parking requirements, except for public parking.
- Have underground or tuck under parking for projects on more than one Ketchum Townsite Lot.
- Limit below grade uses to primarily storage, mechanical, and parking.

Successful projects in the Community Core - Mixed Use subdistrict:

- Maximized ground floor restaurant and retail uses with outdoor public amenities such as outdoor seating and dining.
- Primarily active commercial on the ground floor such as retail, restaurants, recreation, health/wellness services, and government.
- Have upper floors of primarily commercial or residential uses.
- Retain as much square footage of any existing retail and restaurant uses as possible.
- Place passive commercial uses, such as office, on the upper floors. If office uses are on the ground floor, it is limited and should not front the street.
- Limit below grade uses to primarily storage, mechanical, and parking.
- Include parking allocations that do not exceed minimum parking requirements, except for public parking.
- Have underground parking for projects on more than one Ketchum Townsite Lot.
- Have on-site community housing.
- Have strong connection to the street when the project is 100% residential, such as individual entrances to each ground floor residential unit and outdoor areas.

Tourist (T)

Zoning Ordinance Purpose

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

Successful projects in the Tourist zone district have:

- High density residential projects with a variety of housing unit types and sizes.
- On-site community housing.
- Active and passive commercial uses and hotels focused on serving visitors and second homeowners.
- Underground parking where feasible to maximize public gathering areas

T-3000, T-4000, and General Residential-High Density (GR-H)

Zoning Ordinance Purpose

GR-H: The purpose of the GR-H General Residential - High Density District is to accommodate the need for higher density residential land use alternatives within a district generally limited to residential uses while still preserving neighborhood amenities and favorable aesthetic surroundings.

Tourist-3000 and Tourist-4000: The purpose of the T-3000 District is to provide the opportunity for short term tourist accommodations with limited tourist support services subordinate to and in conjunction

with tourist housing. Dimensional requirements in this zone are designed to complement and enhance the neighborhoods in this zone and to encourage articulation and quality design in new buildings.

Successful multi-family residential developments have:

- High-density residential projects with a variety of housing unit types and sizes within the entirety of a project
- On-site community housing



Neil Morrow, Chair

City of Ketchum

Planning and Zoning Commission



City of Ketchum

ATTACHMENT G:

Permitted Use Comparison for CC-2 and T Zone Districts

17.12.020 District use matrix.

A. *District use matrix.*

1. *Use matrix.* The district use matrix lists all use types and all zoning districts where the use type is permitted (P), permitted with approval of a conditional use permit (C) or permitted as an accessory use (A) to a principal use.
2. *Prohibited uses.* All uses not specifically listed in the district use matrix are prohibited, except where state or federal law otherwise preempts local land use regulation.
3. *Overlay districts.* Regardless of whether the district use matrix lists a use type as permitted, permitted with approval of a conditional use permit or permitted as an accessory use to a principal use, the use type shall be further regulated and prohibited if listed as a prohibited use in any applicable overlay district.
4. *Additional requirements.* In addition to requirements listed in applicable overlay districts, additional requirements for specific uses are listed in chapter 17.124, "Development standards", of this title.
5. *Floor area ratios (FAR) and community housing.* Refer to sections 17.124.040, 17.124.050, "Hotels", 17.100.030 and 17.101.030 of this title for FAR and community/inclusionary housing requirements.
6. *Accessory use.* An accessory use, unless otherwise permitted for in this title, shall not commence and no accessory structure shall be constructed without a principal use first being lawfully established on the subject site, unless otherwise specified in chapter 17.116, "Conditional uses", of this title.

DISTRICT USE MATRIX

P = Permitted						C = Conditional						A = Accessory						
District Uses	LR	LR-1	LR-2	GR-L	GR-H	STO-.4	STO-1	STO-H	T	T-3000	T-4000	CC SD 1	CC SD 2	LI-1	LI-2	LI-3	RU	AF
Residential:																		
Dwelling, multi-family				p ¹	P			P	P	P	P	p ²⁶	P	C ¹⁴	C ¹⁴	C ¹⁴	C ¹⁹	
Dwelling, one-family	P	P	P	P ²	P	P	P	P	P	P	P	See note 28	See note 28				C ¹⁹	P
Residential care facility	P ⁴	P ⁴	P ⁴	P ⁴	P ⁴	P ⁴	P ⁴	P ⁴	P ⁴	P ⁴	P ⁴	p ²⁶	P					

Short-term rental	p ³³	p ³³	p ³³	p ³³	p ³³	p ³³	p ³³	p ³³	p ³³	p ³³	p ³³	P	P				p ³³	p ³³	
Work/live unit														C ¹⁴	C ¹⁴	C ¹⁴			
Commercial:																			
Adult only business															C				
Agriculture, commercial																		P	
Business support service												P	P	P	P				
Commercial off-site snow storage												P/C ³²	P/C ³²	P/C ³²	P/C ³²	P/C ³²			
Construction material laydown yard														P	P	P			
Convenience store												P	P	p ¹²	p ¹⁶				
Craft/cottage industry														P	P	P			
Daycare center				C ⁴	C ⁴							P ⁴	p ⁴	p ⁴	P	P	C ¹⁷	C ¹⁷	
Daycare facility				C ⁴	p ⁴				C ⁴	P ⁴	p ⁴	p ⁴	P	P	C ¹⁷		C ¹⁷	P ⁴	
Drive-through facility													p ⁹	p ⁹					
Equestrian facility																		C	C
Food service												P	p ⁶	p ⁶	P	P	P/C ¹⁵	P/C ¹⁵	C ²⁹
Golf course	P	P	P	P	P	P	P	P	P	P	P							C	
Grocery store												P	P						
Health and fitness facility - wellness focus												P	P	p ³⁷	p ³⁷	p ³⁷			
Hotel												p ²⁵	p ²⁵	p ²⁵	p ²⁵	p ²⁵			
Hybrid production facility												P	P	P	P				

Industrial design														P	P	P		
Instructional service												P	P	C ³⁷	C ³⁷			
Kennel, boarding														P	P			
Laundry, industrial														P	P			
Lodging establishment									P	P	P	P	P					
Maintenance service facility														P	P			C
Manufacturing														P	P			
Mortuary												C	C					
Motor vehicle fueling station														C ³¹	C ³¹			
Motor vehicle sales														C	C			
Motor vehicle service														P	P			
Neighborhood off-site snow storage	P/C ³²	P/C ³²	P/C ³²	P/C ³²	P/C ³²	P/C ³²	P/C ³²	P/C ³²		P/C ³²	P/C ³²							
Office, business									C			p ¹⁰	P				P	
Office, contractor-related business									C			p ¹⁰	P	P	P	P		
Outdoor entertainment									P	P	P	P	P					
Personal service									P	p ⁶	p ⁶	P	P	p ¹³				
Professional research service														P	P	P		
Recreation facility, commercial									C	C	C	p ²⁰	p ²⁰					C
Recreation facility, high intensity														P	P			

Repair shop									P	p ⁶	p ⁶	P	P	P	P				
Retail trade									p ⁵			p ³⁴	p ³⁴	p ¹²	p ¹⁶			C ²⁹	
Self-service storage facility														P	P				
Ski facility									C	C	C							C	C
Storage yard														P	P	P			
Studio, commercial												P	P	p ³⁵	p ³⁵	p ³⁵			
TV and radio broadcasting station														P	P	P			
Tourist house									P	P	P	p ¹¹	p ¹¹						
Tourist housing accommodation						P	P	P	P	P	P								
Truck terminal														P	P				
Veterinary service establishment														P	P			C ²¹	
Warehouse														P	P	P			
Wholesale														P	P				
Wireless communication facility	C ²³	C ²³	C ²³	C ²³	C ²³	C ²³	C ²³	C ²³	C ²³	C ²³	C ²³	C ²³	C ²³	C ²³	C ²³	C ²³	C ²³	C ²³	
Public and institutional:																			
Assembly, place of				C ³	C ³									C	C				
Cemetery																		C	C
Cultural facility														P	P			C	
Geothermal utility											C ⁷								
Hospital														C	C				
Medical care facility					C				P					P	P				
Nature preserve	P	P	P	P	P	P	P	P	P	P	P	P	P	P				P	P
Parking facility, off-site									C	C	C	C	C	C	P	P	P		

Parking, shared									C ⁸	C ⁸	C ⁸	P ⁸	P ⁸	C ⁸	C ⁸	C ⁸		
Performing arts production												P	P				C	
Public use	C	C	C	C	C	C	C	C	P	C	C	P	P	P	P	P	P	C
Public utility	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Recreation facility, public	P	P	P	P	P	P	P	P	P	P	P	P	P				P	P
Recycling center															C			
School residential campus																p ³⁰		
Semi-public use					C				C	C	C	P	P				C	C
Accessory:																		
Agriculture, urban	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²
Avalanche protective, deflective, or preventive structure/earthwork	C	C	C	C	C	C	C	C	C	C	C						C	C
Daycare home	A ⁴	A ⁴	A ⁴	A ⁴	A ⁴	A ⁴	A ⁴	A ⁴	A ⁴	A ⁴	A ⁴			C ⁴				A ⁴
Daycare, onsite employees														A	A	A		
Dwelling unit, accessory	A ¹⁸	A ¹⁸	A ¹⁸	A ¹⁸	A ¹⁸	A ¹⁸	A ¹⁸	A ¹⁸	A ¹⁸	A ¹⁸	A ¹⁸	A ¹⁸	A ¹⁸					A ¹⁸
Electric vehicle charging station	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
Energy system, solar	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
Energy system, wind	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
Equestrian facility, residential	A	A	A	A	A	A	A	A	A	A	A							A

Fallout shelter	A	A	A	A	A	A	A	A	A	A	A							A
Guesthouse	A	A	A	A	A	A	A	A	A	A	A							
Home occupation	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
Recreation facility, residential	A	A	A	A	A	A	A	A	A	A	A	A	A ³⁶	A ³⁶	A ³⁶			
Sawmill, temporary																		C

Notes:

1. A multi-family development containing up to two dwelling units is permitted.
2. Two one-family dwellings are permitted.
3. Religious institutions are allowed through the provision of a conditional use permit. No other assembly uses as defined in chapter 17.08 of this title are permitted.
4. Use is not permitted in the avalanche zone. Reference Zoning Map.
5. Retail trade is permitted but must not exceed 2,500 square feet.
6. Uses must be subordinate to and operated within tourist housing and not to exceed ten percent of the gross floor area of the tourist housing facility.
7. Utility for offsite use.
8. See section 17.125.080 of this title for shared parking standards.
9. Drive-throughs are not allowed in association with food service establishments.
10. This is a permitted use, however offices and professional services on the ground floor with street frontage require a conditional use permit.
11. Tourist houses shall only be located in existing one-family dwellings. Additions to the home shall not exceed 20 percent of the existing square footage.
12. The following forms of retail trade are permitted: a) equipment rental, including sporting equipment and entertainment equipment, b) building, construction and landscaping materials; small engines with associated sales, c) retail in conjunction with manufacturing, warehousing or wholesaling not to exceed 30 percent gross floor area or 800 square feet, whichever is less; no advertising is displayed from windows or building facades; and no access onto a major arterial is allowed if an alternative access is available.
13. Personal service is not allowed except for laundromats and dry cleaning establishments.
14. See section 17.124.090 of this title for Industrial Districts residential development standards.
15. Catering and food preparation is permitted. Restaurants require a conditional use permit and shall not exceed 1,000 square feet and serve no later than 9:00 p.m. unless expressly permitted through approval of the conditional use permit.
16. The following forms of retail trade are permitted: a) equipment rental, including sporting equipment and entertainment equipment; b) building, construction and landscaping materials; small engines with associated sales; c) furniture and appliances in conjunction with warehousing not to exceed 18 percent gross floor area or 900 square feet, whichever is less; d) other

retail in conjunction with manufacturing, warehousing or wholesaling; it is limited to ten percent gross floor area or 500 square feet, whichever is less. Retail uses c) and d) of this note shall have no advertising displayed from windows or building facades; and no access will be permitted onto a major arterial if an alternative access is available.

17. See subsection 17.124.120.C of this title for Industrial Districts daycare development standards.
18. See section 17.124.070 of this title for accessory dwelling unit development standards.
19. A maximum of five dwelling units are allowed through a conditional use permit and shall be a minimum of 400 square feet and not exceed 1,200 square feet in size.
20. Indoor only.
21. Only allowed in conjunction with an equestrian facility.
22. See section 17.124.080 of this title for urban agriculture development standards.
23. See chapter 17.140 of this title for wireless communications facility provisions.
24. Allowed on the ground floor only.
25. See section 17.124.050 of this title for hotel development standards.
26. Ground floor street frontage uses are limited to retail and/or office uses. In Subdistrict 1 office uses require a conditional use permit.
27. Ground floor only.
28. Through the provision of a conditional use permit, the Planning and Zoning Commission may approve a 20 percent increase to the total existing square footage of an existing nonconforming one-family dwelling.
29. Use is allowed as an accessory use through the provision of a conditional use permit.
30. Development agreement and compliance with subsection 17.124.090.C of this title required.
31. Vehicular access from Highway 75 to motor vehicle fueling stations is prohibited.
32. All commercial and neighborhood off-site snow storage uses are subject to the standards set forth in section 17.124.160 of this title. Conditional use permits are required of all off-site snow storage operations when the project: a) affects greater than ½ acre; or, b) has, at the discretion of the Administrator, the potential to negatively impact neighboring uses within 300 feet of the proposed neighborhood or commercial off-site snow storage operation.
33. Short term rental in the Avalanche Overlay Zone is permitted subject to the regulations found in chapter 17.92, "Avalanche Zone District (A)", of this title.
34. Gross floor area for individual retail trade is limited to 36,000 gross square feet and net leasable floor area for grouped retail trade is limited to 55,000 net leasable square feet.
35. Commercial studios in the Light Industrial Districts are subject to the standards of section 17.124.150 of this title.
36. Residential recreation facilities in the Light Industrial Districts are not allowed except for residents and guests of a particular residential development.
37. Permitted on the second floor and above only. For single-story buildings in existence on July 1, 2019 the use is permitted on the ground floor.

(Ord. 1135, 2015; Ord. 1150, 2016; Ord. 1174, 2017; Ord. 1181, 2018; Ord. 1187, 2018; Ord. 1189, 2018; Ord. 1192, 2019)



City of Ketchum

ATTACHMENT H:

Residential Unit Mix and Sizes for Downtown Developments

**City of Ketchum Downtown Development Examples
Residential Unit Mix and Sizes**

Project	Floor Area Ratio (FAR)	Total Number of Residential Units	Unit Mix and Size of Units
Project 1 – Franz Building 100 7 th Street	FAR – 2.15	4 units (1 CH Unit)	3 – between 1,000-2,000 SF 1 – approx. 3,600 SF
Project 2 - Maude's 311 N 1 st Ave	FAR – 1.74	4 units (1 CH Unit)	2 – less than 750 SF 2 – greater than 2,000 SF
Project 3 - Mtn Land Design 111 N Washington	FAR – 2.08	3 units (1 CH Unit)	1 – less than 1,000 SF 1 – approx. 3,000 SF 1 – approx. 3,700 SF
Project 4 - Lofts at 760 760 N Washington	FAR – 2.06	3 units	2 – approx. 1900 SF 1 – 3700 SF
Project 5 – Mindbender 180 N 2 nd Ave	FAR – 1.94	4 units (1 CH Unit)	2 – less than 750 SF 1 – Approx 2,400 SF 1 – Approx 2,900 SF
Project 6 – Bohica 131 N Washington	FAR – 1.7	3 units (1 CH Unit)	1 – less than 750 SF 1 – approx. 1,800 SF 1 – approx. 3,505 SF
Project 7 – 5 th and Main 460 N Main St	FAR – 2.2	8 units (4 CH Units)	4 – less than 750 SF 2 – approx. 2,700 SF 2 – approx. 3,300 SF



City of Ketchum

**CITY COUNCIL
ATTACHMENT D:
Public Comment**



200 E. RIVER STREET #1 P. O. BOX 6919 KETCHUM, IDAHO 83340 208-726-3336

August 16, 2022

Ketchum Planning & Zoning Commissioners

Dear Commissioners:

RE: Comments on Interim Ordinance 1234

Thank you for the opportunity to comment on the above proposed interim ordinance and for the workshop you held earlier this summer, which I attended. I wanted to submit my perspective as both a property owner and a real estate appraiser in the Wood River Valley for the last 30 years. I believe there may be some ramifications to what has been proposed that may be unintended and am hopeful they may be addressed before this is adopted.

One aspect of appraising a property for a conventional mortgage is addressing whether the property is conforming for its zoning district. A lender's concern is that if a property is non-conforming, it may not be able to be re-built if it were to be damaged/destroyed. This requires the appraiser to have an understanding of the zoning codes and how they may apply to individual properties.

In the Executive Summary – Ordinance 1234 on Page 3 of 3, Item 1(e)(i), it states that *"Properties on the south side of River Street adjacent to the downtown are subject to the use requirements of the CC-2 zoning district. Single Family dwelling units are no longer permitted."* This appears to apply to properties from S. 2nd Avenue to S. Leadville. In those four blocks are the two proposed hotels, three office buildings, six houses and four residential condominiums. It brings up the following questions:

- This has the impact of being a re-zone from Tourist to CC-2 without actually changing the zoning.
- It is unclear why it is necessary and what the goal(s) may be in creating this overlay, especially

since this part of River Street is fully developed except for the hotels and it is predominantly single unit residential.

- The result, depending upon how “new development” is defined would be to remove residential housing and expand the business/commercial district and would specifically penalize owners of older, lower-end properties since the more substantial properties are unlikely to be re-developed, i.e., the house next to my office building sold for almost \$9.0 million, so it is improbable it would be removed and redeveloped, while another property on River Street sold this year for \$2.1 million and it was a 1940s house that is likely ready for updating.
- This part of River Street is not a natural location for retail, as clearly illustrated by the fact that it is almost fully developed as a residential part of Ketchum and has natural amenities conducive to residential rather than non-residential, such as backing up to Trail Creek, and across the creek is entirely residential development.
- When the goals stated throughout the ordinance is to prohibit the reduction of dwelling units and support affordable housing, it seems contradictory to put a zoning overlay in this area of town that would force owners of single unit residences out.
- A direct impact of the ordinance would be a financial hardship on the owners of single unit residences since they would no longer be eligible for conventional loans, either for refinancing, purchase loans for buyers, or other types of conventional financing. FannieMae/Freddie Mac will not do conventional loans if a use is non-conforming to the zoning district. I confirmed this with one of our local lenders who gave a recent example of someone that was trying to get financing for a non-conforming, single unit house in the CC district. They went to three different lenders, none could do their loan, and finally ended up with a local lender who will be doing an “in-house” loan but at disadvantageous terms. When I spoke to Jeff Smith at D.L. Evans, he said an in-house loan would be at a higher interest rate (three-quarters of a point higher today) and they could only lock in the interest rate for five years, and after five years the interest rate could go up as much as five percentage points. This means that it may be much more difficult to sell a property on the south side of River Street since fewer people would have access to in-house loans and it would certainly be less marketable since, even if you could get the loan, it would cost more. Additionally, it may stop financing altogether for the next year for owners since there are few lenders that would take a risk of securing a 15 or 30 year mortgage when an interim ordinance is in effect since they have no way of knowing what will happen after the interim ordinance expires.

Please give careful consideration to what extending the CC uses to the Tourist district will do in balance to the harm those owners will experience. It is unclear what benefit at all will occur by extending the CC district over to these properties.

And, as an owner of two non-residential condominiums in the River Run Building, I've and the other property owners have tried to decipher what it may mean for future remodeling or uses in this building. As far as I'm aware, it is the only building in the city that has an upper level at street grade and the lower two levels go down a hillside. None are basements, they are single level condominiums with the lowest level opening up to ground level near Trail Creek. We are all real estate professionals and we spent two hours trying to interpret how the ordinance may apply to the building but it was unclear what may be changing in terms of future usage and what the city intended by making the change. I sent a note to the city on July 28, when this was announced, asking for clarification and received a reply back on August 10 from one of the city planners but have been unable to reach that person despite trying diligently.

The uncertainty of how this may apply to our building at 200 E. River Street, the River Run Building, makes it next to impossible to frame a coherent response for what has been proposed and that is very frustrating given it is a significant asset to all the property owners, and, frankly, if it is not advantageous, we have no way to challenge what is proposed in the time frame allowed. And if it is advantageous, we would want to support it but we have to understand it in order to do so.

Rather than doing an interim ordinance, please consider taking the time to work through this with the property owners directly impacted, many of whom are long-time locals that want to do what is best for the development of our community and town, while still retaining their property rights.

Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'Patricia Lentz Felton', written in a cursive style.

Patricia Lentz Felton, SRA, CRA
Lentz Appraisal & Consulting, LLC

From: [Matt Gelso](#)
To: [Morgan Landers](#)
Cc: [Suzanne Frick](#); [Neil Bradshaw](#); [Matt Bogue](#); [Paul Kenny](#); [Abby Rivin](#); bob@sunvalleyrealtors.org; [Courtney Hamilton](#)
Subject: Ordinance 1234 Comments
Date: Wednesday, August 17, 2022 1:17:38 PM
Attachments: [Interim-Ordinance-1234 7.28.22 V1.pdf](#)

City of Ketchum Team,

I have two comments/questions for you on the Interim Ordinance attached.

1. Two Parts: Why did you choose to have Office use in the CC exempt from parking for the first 5,500sf? I agree with this change and it will certainly help with placing businesses downtown. My real question is, can you also include Personal Service in a parking exemption for the first 5,500sf? Most Office users will be onsite for a full day whereas Personal Services will likely only be onsite for portions of a day, and maybe very short portions. Additionally, the Personal Services will provide the “vitality” that Mayor Bradshaw has indicated is a top priority. How can we get Personal Service in the CC the same parking exemptions as Restaurant, Retail, and now Office use?
2. What is the reasoning behind no community housing units in basements? The City’s stated goal with the interim ordinance is to “increase the creation of new housing units” and “increase available commercial space in downtown”, this restriction appears antithetical to the former and the latter. There are numerous high quality basement apartment units in the CC and as long as new basement units are built to all applicable safety codes, why are they problematic? Allowing basement apartments only helps a new project by allowing flexibility on building design and in turn helping finances line up for the project to ‘pencil’.

My lack of comment on any other portions of this interim ordinance does not indicate my positions for or against, but the above are two items I wanted to point out.

Please feel free to call if you’d like to discuss. I spoke briefly with Abby regarding Item 1 when she was assisting me with some other information.

Thank you for your efforts with the CC and Our Valley’s housing problem. I appreciate your time and consideration on my comments above.

Best,

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