



Agenda

- ROLL CALL
- CALL TO ORDER: By Mayor Neil Bradshaw
- COMMUNICATIONS FROM MAYOR AND COUNCILORS
- COMMUNICATIONS FROM THE PUBLIC on matters not on the agenda (Comments will be kept to 3 minutes)
- CONSENT AGENDA: Note: **(ALL ACTION ITEMS)** The Council is asked to approve the following listed items by a single vote, except for any items that a Councilmember asks to be removed from the Consent Agenda and considered separately
 1. Approval of Minutes: Regular Meeting November 4, 2019
 2. Authorization and approval of the payroll register
 3. Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills in the total sum of \$574,585.62 as presented by the Treasurer.
 4. Monthly Financial State of the City - Director of Finance and Internal Services Grant Gager
 5. Authorization and approval of Beer & Wine License for the TNT Taproom
 6. Authorization to approve Resolution #19-026 establishing the 2020 calendar for the City Council
 7. Authorization to approve Resolution #19-025 establishing 2020 Ketchum Planning & Zoning Commission Meeting Dates – Director of Planning & Building John Gaeddert
 8. Recommendation to Adopt Resolution #19-028 Accepting the Canvassed Election Results from the Blaine County Board of Commissioners – City Clerk Robin Crotty
 9. Authorization to approve Joint Powers Agreement #20427 between Blaine County and the City of Ketchum relating to Law Enforcement Services – City Administrator Suzanne Frick
 10. Recommendation to approve Resolution #19-031 to appoint Olin Glenne on the Visit Sun Valley Board
- PUBLIC HEARINGS AND DISCUSSIONS (Public comment and input taken on the following items)
 11. ACTION ITEM: Recommendation to approve Lease Agreement #20428 between the Community Library and City of Ketchum—City Administrator Suzanne Frick
 12. ACTION ITEM: Recommendation to approve the Final Plat for 100 Seventh Condominium (previously referenced as Sun Valley Dental Arts Building), located on Lot 5, Block 34, City of Ketchum – Senior Planner Brittany Skelton
 13. ACTION ITEM: Proposed amendment to the Onyx FAR Exceedance Agreement #20171 to change the identified Mitigation Property from 121 Short Swing Lane to 102 Irene Street and possibly allow the Onyx Developer / J Peterman Development, LLC to sell and/or assign Excess Square Footage in the identified Mitigation Property to other developments – Director of Planning & building John Gaeddert
 14. ACTION ITEM: P & Z Recommendation to approve Barriteau Separate Property Trust/Main Trust Properties LLC - 1st & 4th Mixed Use Project for Partial Alley Vacation, Preliminary Plat and a Development Agreement #20427 – Director of Planning & Building John Gaeddert

- [15.](#) ACTION ITEM: Recommendation have the 2nd & 3rd reading of Ordinance #1202 - Proposed amendments to Title 17, Zoning Regulations to amend height allowance for 100% community housing projects and clarify that a project in the Community Core Subdistrict 1 that provides 100% community housing above the 1st floor and complies with the ground floor street frontage uses of the Subdistrict shall be considered a 100% community housing project – Director of Planning & Building John Gaeddert
- [16.](#) ACTION ITEM: Recommendation to have the 2nd & 3rd Reading or Ordinance #1204 to establish Wastewater and Water connection fees—City Administrator Suzanne Frick
- [17.](#) ACTION ITEM: Recommendation to adopt Fee Resolution #19-029 – Director of Finance & Internal Services Grant Gager
- STAFF AND COUNCIL COMMUNICATIONS (council deliberation, public comment not taken)
- [18.](#) ACTION ITEM: Recommendation to Adopt Resolution #19-030 for Agency Action – Director of Finance & Internal Services Grant Gager
- ADJOURNMENT

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

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

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

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

- Please come to the podium to speak.
- Stand approximately 4-6 inches from the microphone for best results in recording your comments.
- Begin by stating your name.
- Please avoid answering questions from audience members. All questions should come from City officials.
- Public comments will be limited by a time determined by the Mayor.
- You may not give your time to another speaker.
- If you plan to show a slide presentation or video, please provide a copy to the City Clerk by 5:00 p.m. on the meeting date.

Please note that all people may speak at public hearings.

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

Public comments may also be sent via email to participate@ketchumidaho.org

Visit www.ketchumidaho.org and sign up for notifications on agendas, meeting packets, dates and more.

Like us on [Facebook](#) and follow us on [Twitter](#).

Thank you for your participation.

We look forward to hearing from you



City Council
Regular Meeting

Ketchum City Hall
Ketchum, ID 83340
<http://ketchumidaho.org/>

~ Minutes ~

Robin Crotty
208-726-3841

Monday, November 4, 2019

4:00 PM

Ketchum City Hall

Present: Mayor Neil Bradshaw
Council President Michael David
Councilor Jim Slanetz
Councilor Courtney Hamilton
Councilor Amanda Breen – present by phone

Also Present: Ketchum City Administrator Suzanne Frick
Ketchum City Attorney Matt Johnson
Director of Finance & Internal Services Grant Gager
Director of Planning & Building John Gaeddert
Senior Planner Brittany Skelton
Associate Planner Abby Rivin

- CALL TO ORDER: By Mayor Neil Bradshaw

Mayor Neil Bradshaw called the meeting to order at 4:00 p.m.

- COMMUNICATIONS FROM MAYOR AND COUNCILORS

Councilor Courtney Hamilton talked about the young professionals meeting that came out of Sun Valley Economic Development's Annual Economic Summit she attended on October 28. There are additional meetings scheduled pertaining to the development of a young professionals group on Wednesday at 4pm at the KIC and another meeting in early December.

Mayor Neil Bradshaw thanked SVED for the conference and getting them thinking about what we want as a community. He also reminded the public that snow is being blown on the mountain and to be prepared and get your house in order. Mayor Bradshaw encouraged the public to vote in tomorrow's election.

- COMMUNICATIONS FROM THE PUBLIC on matters not on the agenda (Comments will be kept to 3 minutes)

Mayor Neil Bradshaw asked for public comment. There was none.

- CONSENT AGENDA: Note: **(ALL ACTION ITEMS)** The Council is asked to approve the following listed items by a single vote, except for any items that a Councilmember asks to be removed from the Consent Agenda and considered separately

1. Approval of Minutes: Regular Meeting October 21, 2019
2. Authorization and approval of the payroll register
3. Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills in the total sum of \$205,373.00 as presented by the Treasurer.

Motion to approve consent agenda.

Motion made by Councilor Hamilton, Seconded by Council President David

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

- PUBLIC HEARINGS AND DISCUSSIONS (Public comment and input taken on the following items)
- 4. ACTION ITEM: 1st Reading of Ordinance #1202 - Proposed amendments to Title 17, Zoning Regulations to amend height allowance for 100% community housing projects and clarify that a project in the Community Core Subdistrict 1 that provides 100% community housing above the 1st floor and complies with the ground floor street frontage uses of the Subdistrict shall be considered a 100% community housing project – Director of Planning & Building John Gaeddert

Mayor Neil Bradshaw introduced the topic and explained what has been done in the past and what this change means.

Mayor Neil Bradshaw asked for public comment. There was none.

Councilor Amanda Breen asked why the height restrictions changed from 50' to 52'. Director of Planning & Building, John Gaeddert explained that the design flexibility between 50' and 52' is very significant. The 52' makes it more cost effective and gives more of a dividend. Councilor Jim Slanetz asked for the definition of community housing. John Gaeddert explained the floating scale and average household size. Jim Slanetz asked about the levels in Community Housing and if there are any incentives to build smaller? John Gaeddert advised there is not, but all approvals are subject to council approval. The positives of diversity of income was discussed.

Motion to approve the First Reading of proposed Ordinance #1202 as set forth.

Motion made by Councilor Hamilton, Seconded by Councilor Slanetz

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

Attorney Matt Johnson read the title aloud.

- 5. ACTION ITEM: First Reading of Ordinance #1204 to establish Wastewater and Water connection fees—City Administrator Suzanne Frick

Mayor Neil Bradshaw explained that all impact fees have been reviewed. This is a twostep process and If this is approved it will come back with the resolution with all the fees.

Mayor Neil Bradshaw asked for public comment. There was none.

Mayor Neil Bradshaw is pleased with the progress were making with discovering what the connection fees actually are. There is more work to be done on impact fee realignment. Councilor Courtney Hamilton is appreciative of the work that went into this. Councilor Jim Slanetz questioned if it is based on the size of the meter and Water Superintendent Pat Cooley confirmed that it is. Mayor Bradshaw advised that this is to accurately reflect the actual cost.

Motion to adopt the 1st Reading and read by title only Ordinance 1204

Motion made by Councilor Hamilton, Seconded by Councilor Slanetz

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

Council President Michael David Read the Title Aloud.

Mayor Neil Bradshaw went back to action item 4 to complete the first reading of Ordinance #1202.

6. ACTION ITEM: Approval of Addendum to Parking Agreement #20403 between the City of Ketchum and YMCA— Mayor Neil Bradshaw

Mayor Neil Bradshaw thanked the YMCA for the hard work that went into this agreement. He is pleased with the visibility for the YMCA and is happy with the clarity for the City.

Mayor Neil Bradshaw asked for public comment.

Jason Shearer, CEO of the YMCA wished to express his sincere thanks advising that he appreciates the balance. The agreement before the council is in agreement with the entire board and they support the fire firefighters

Claudia McCain voiced concern that the proposed parking would eliminate the art at Kagan Park.

Mayor Neil Bradshaw advised that if the bond doesn't pass, this agreement will not go into effect. Mayor Bradshaw advised that the art is important, however at this time we are unsure how the art will be treated, however, hopes the art will be able to stay there but if it can't, it will be up to the City to find a spot for it.

Councilor Amanda Breen thanked the YMCA, advising this has been a long process and is pleased they are supporting our firefighters. Councilor Jim Slanetz thanked them for being patient. Councilor Courtney Hamilton agreed and hopes it all goes thru.

Motion to approve Addendum to Parking Agreement 20403 between the City of Ketchum and the YMCA.

Motion made by Councilor Slanetz, Seconded by Council President David

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

7. ACTION ITEM: Approval of Encroachment Agreement #20292 Between Sandra Swan and City of Ketchum for encroachments into City owned land within Big Wood River—City Administrator Suzanne Frick

Mayor Neil Bradshaw opened the meeting for public comment.

Nick Miller spoke on behalf of Trout unlimited and thanked City Administrator Suzanne Frick, Senior Planner Brittany Skelton and all the planning staff. He advised that he is supportive of the agreement and talked about the river flow, a comparison study and impact fees. Mr. Miller voiced his support of the agreement.

John Phillips advised that he lives South of the Swans and is in support of the application. He advised that he has the overflow stream that runs out of the river and believes it is good for the river and the animals.

Patti Lousen, on the board of the local Hemingway chapter, advised that she is thrilled that the staff and council are using this process for these larger projects. She requested that we require more of the corridor view for the larger stretch in future applications.

Christine Hilt, Flood Plain Manager for the county talked about other studies and opinions and read the Army Corp of engineers review and requested the city deny this request.

Mayor Neil Bradshaw advised that this application began a couple of years ago. He thanked Trout unlimited and Wood River Land Trust for their input. Mayor Bradshaw advised that the river comes first unless we are endangering people or property. He summarized that staff, Trout unlimited and Wood River Land Trust are all in support of this agreement. Any other removal of the debris is not allowed by this agreement. Council President
Council President Michael David explained that the information presented is new to him and disclosed that

Loomis is his brother in law. Senior Planner Brittany Skelton explained that a third-party engineer has reviewed the plans and agree. She explained that continued dredging will have to go thru continued review. This agreement does not give blanket approval for further dredging and three years of monitoring is required.

Mayor Neil Bradshaw asked council for comments and questions and advised that this is not just about this application, it is also about setting a precedent. Councilor Courtney Hamilton said that the city has done a great job of reaching out to the experts and believes that this is a reasonable agreement. Councilor Jim Slanetz agrees with Courtney Hamilton and Mayor Neil Bradshaw stating that the River should come first, and he has faith in Trout unlimited as well as the Wood River Land Trust.

Mayor Neil Bradshaw asked Christine Hilt for her thoughts. Christine Hilt said that the agreement reads as a blanket approval and asked for changes for clarification. Mayor Neil Bradshaw advised that he does not read it that way. City Administrator Suzanne Frick advised that this agreement does not supersede any other planning permits or approvals. Mayor thanked the experts in the room.

Motion to authorize the Mayor to approve the Encroachment 20292 for 401 Northwood Way

Motion made by Council President David, Seconded by Councilor Hamilton

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

8. ACTION ITEM: Recommendation to approve the FAR Exceedance Agreement #20423 for the Sun Valley & First Mixed-Use Building project – Associate Planner Abby Rivin

Mayor Neil Bradshaw asked for public comment. There was none.

Mayor Neil Bradshaw clarified that this is a routine Exceedance Agreement.

Motion to approve and authorize the Mayor to sign the Sun Valley & First Project FAR Exceedance Agreement Contract 20423 with David Wilson for the new mixed-use development located at 311 N 1st Ave.

Motion made by Councilor Hamilton; Seconded by Council President David

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

9. ACTION ITEM: Recommendation to appropriate funds from the Parks & Recreation Trust Fund for Ketchum Arts Commission project – Assistant City Administrator Lisa Enourato.

Assistant City Administrator Lisa Enourato talked about funds for an interactive artist that did not materialize last year, and the money was moved into the reserves for this year.

Mayor Neil Bradshaw opened the meeting for public comment. There was none.

Councilor Courtney Hamilton asked for clarification. Courtney Gilbert, Chair of the Arts Commission explained that they did not know what happened to the artist last year, he just advised it was personal matter. Courtney Gilbert is optimistic that they can get an artist for the proposed budget.

Motion to allocate \$29,000 from the Parks and Recreation Trust Fund to the FY20 Ketchum Arts Commission budget for a permanent, city-owned sculpture.

Motion made by Councilor Slanetz; Seconded by Councilor Hamilton

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

- STAFF AND COUNCIL COMMUNICATIONS (council deliberation, public comment not taken)

10. ACTION ITEM: Recommendation to approve Contract #20416 with Sun Valley Marketing (Visit Sun Valley)—City Administrator Suzanne Frick

Mayor Neil Bradshaw asked for approval of the contract with the Sun Valley Marketing Alliance. Councilor Courtney Hamilton questioned if the Scope of work changed. City Administrator Suzanne Frick advised that it has not. Courtney Hamilton asked about quarterly updates in the past. Suzanne Frick advised that we will be getting more disciplined in receiving those updates.

Motion to authorize the Mayor to sign Contract 20416 with Sun Valley Marketing.

Motion made by Councilor Hamilton; Seconded by Council President David

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

11. ACTION ITEM: Recommendation to approve Contract #20414 with Blaine County Housing Authority—City Administrator Suzanne Frick

Mayor Neil Bradshaw asked if there are any changes to the contract from last year. City Administrator Suzanne Frick confirmed there is not.

Motion to authorize the Mayor to sign Contract 20414 with Blaine County Housing Authority.

Motion made by Council President David; Seconded by Councilor Hamilton

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

12. ACTION ITEM: Recommendation to approve Contract #20425 with Mountain Humane, Police Chief Dave Kassner

Mayor Neil Bradshaw advised it is a standard contract and asked for questions. Councilor Jim Slanetz would like the owners of found animals called prior to giving a rabies shot. The procedure for rescued animals was discussed as well as the funding.

Motion to authorize Mayor Bradshaw to sign the 2019/2020 cooperative agreement with Mountain Humane in the amount of \$2,000 to provide facilities and services for the care and safe housing of dogs found in the City of Ketchum.

Motion made by Councilor Hamilton; Seconded by Council President David

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

13. Discussion on FAR Exceedance Policy – Director of Planning & Building John Gaeddert

Mayor Neil Bradshaw would like to give some direction to staff on what happens when you exceed your exceedance agreement. Director of Planning and Building John Gaeddert said this is a precursor to what they occasionally see. He referred to the Housing In-Lieu policy advising that he is afraid the policy will create a precedent. Councilor Jim Slanetz talked about the value of a unit saying, not every unit is created equal. Council deliberated and scenarios were discussed. Mayor Neil Bradshaw advised that no decisions need to be made today but would like to know if we should use staff time to explore more options.

Nathan Harvil, Executive Director of BCHA advised they must balance out sq. footage, and there are a lot of moving parts. He advised the more households we get on the market the better. Criteria was discussed. Mayor Neil Bradshaw would like to continue this discussion and directed staff to continue working on this. He would like more public input from the development community in the future.

14. Discussion of Council Meeting dates and times for 2020 – Mayor Neil Bradshaw

Mayor Neil Bradshaw advised that Amanda Breen has lost cell service and sent him a text stating she would like to keep the council meeting at 4pm. Mayor advised that he also would like to keep the start time of council meetings at 4pm. He also would like a decision made between two dates in May. Public participation and work schedules were discussed. Council President Michael David advised that he thinks that a lot of people work until 5pm. Are we making it easier on retired people or working people? Running the meeting thru dinner is an issue. He suggested 4:30 p.m. start time.

Councilor Courtney Hamilton said there is a perspective that the city does not want to hear from the working class. She tried to talk to the public regarding participation with a later start time, however, has not gotten any answer. She advised she cannot hold a full-time job with a 4pm schedule. Councilor Jim Slanetz does not have any scheduling conflicts.

Mayor Neil Bradshaw advised that the meetings are averaging 2 to 2 1/2 hours and he has heard what the council said and will bring this back to council for approval at the next meeting.

- ADJOURNMENT

Motion to adjourn at 5:26 p.m.

Motion made by Councilor Hamilton, Seconded by Councilor Slanetz

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

Neil Bradshaw, Mayor

Robin Crotty, City Clerk

Report Criteria:

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

| Vendor Name | Invoice Number | Description | Net Invoice Amount |
|--|----------------|--|--------------------|
| GENERAL FUND | | | |
| 01-2175-8000 P/R DEDUC PBL--EMP CAF FSA-MD | | | |
| NBS-NATIONAL BENEFIT SERVI | CP235132 | FSA | 2,028.56 |
| 01-2175-9000 P/R DEDUC PBL--EMP CAF FSA-DC | | | |
| NBS-NATIONAL BENEFIT SERVI | CP235132 | DCA | 461.52 |
| Total : | | | 2,490.08 |
| LEGISLATIVE & EXECUTIVE | | | |
| 01-4110-2515 VISION REIMBURSEMENT ACCT(HRA) | | | |
| NBS-NATIONAL BENEFIT SERVI | 720543 | FSA/HRA October 2019 | 22.95 |
| NBS-NATIONAL BENEFIT SERVI | CP235132 | HRA Vision | 225.00 |
| Total LEGISLATIVE & EXECUTIVE: | | | 247.95 |
| ADMINISTRATIVE SERVICES | | | |
| 01-4150-2515 VISION REIMBURSEMENT ACCT(HRA) | | | |
| NBS-NATIONAL BENEFIT SERVI | 720543 | FSA/HRA October 2019 | 51.85 |
| NBS-NATIONAL BENEFIT SERVI | CP235132 | HRA Vision | 531.88 |
| 01-4150-3100 OFFICE SUPPLIES & POSTAGE | | | |
| ASSOCIATED BUSINESS FORMS, | 3252 | Payroll Checks | 190.15 |
| COPY & PRINT, L.L.C. | INH-000485 | Folders | 37.50 |
| COPY & PRINT, L.L.C. | INH-000492 | Label Tape | 31.99 |
| SUN VALLEY NATURAL SPRING | 00028820 | Spring Water | 69.99 |
| US BANK | 6243 102519 | 6243 - Liquor License Paper | 14.95 |
| US BANK | 6243 102519 | 6243 - Envelopes | 28.83 |
| US BANK | 6243 102519 | 6243 - Credit | 8.49- |
| US BANK | 6243 102519 | 6243 - Amazon Credit | 8.49- |
| 01-4150-4200 PROFESSIONAL SERVICES | | | |
| CASELLE, INC. | 98391 | December 2019 Contract | 2,204.00 |
| COPY CENTER LLC | 1164 | Stickers and Posters | 215.00 |
| EXPRESS PUBLISHING, INC. | 10002196 1031 | 10002196 103119 | 2,309.00 |
| THORNTON HEATING | 40934 | Heating Service City Hall | 100.40 |
| US BANK | 6235 102519 | 6235 - Uprinting Bond Brochures Communications | 418.50 |
| BROWN, LINDA DIANE | 1911 | Delivery for November 2019 | 95.00 |
| 01-4150-4400 ADVERTISING & LEGAL PUBLICATIO | | | |
| EXPRESS PUBLISHING, INC. | 10002196 1031 | 10002196 103119 | 1,546.74 |
| 01-4150-4900 PERSONNEL TRAINING/TRAVEL/MTG | | | |
| US BANK | 6235 102519 | 6235 - Conference Tourism and Rec - Julian Tyo | 260.00 |
| US BANK | 6243 102519 | 6243 - Aria Caselle Hotel Credit | 191.61- |
| RUBEL, SHELLIE | 101819 | Travel Reimbursement Payroll Conference | 176.28 |
| 01-4150-5100 TELEPHONE & COMMUNICATIONS | | | |
| US BANK | 6243 102519 | 6243 - 8x8 | 2,483.90 |

| Vendor Name | Invoice Number | Description | Net Invoice Amount |
|--|----------------|--|--------------------|
| 01-4150-5110 COMPUTER NETWORK | | | |
| CIVICPLUS | 190610 | Final Hosting Payment | 1,415.44 |
| KETCHUM COMPUTERS, INC. | 16495 | Computer Support | 6,109.20 |
| US BANK | 6243 102519 | 6243 - Microsoft Credit | 88.53- |
| US BANK | 6243 102519 | 6243 - Microsoft Credit | 139.27- |
| US BANK | 6243 102519 | 6243 - Microsoft | 91.81 |
| 01-4150-5150 COMMUNICATIONS | | | |
| EXPRESS PUBLISHING, INC. | 10002196 1031 | 10002196 103119 | 693.02 |
| US BANK | 6235 102519 | 6235 - Shutterstock Communications | 30.74 |
| US BANK | 6235 102519 | 6235 - Facebook Communications | 69.32 |
| US BANK | 6235 102519 | 6235 - Mailchimp | 84.99 |
| US BANK | 6235 102519 | 6235 - Constant Contact Communications | 9.50 |
| US BANK | 6235 102519 | 6235 - Uprinting Stickers | 207.59 |
| 01-4150-5200 UTILITIES | | | |
| CLEAR CREEK DISPOSAL | 0001273271 | 960 102519 | 35.50 |
| CLEAR CREEK DISPOSAL | 0001274446 | 951449 102519 | 60.00 |
| INTERMOUNTAIN GAS | 32649330001 1 | 32649330001 102819 | 302.69 |
| Total ADMINISTRATIVE SERVICES: | | | 19,439.37 |
| LEGAL | | | |
| 01-4160-4200 PROFESSIONAL SERVICES | | | |
| WHITE PETERSON | 24892R 103119 | 24892R 103119 | 11,996.50 |
| 01-4160-4270 CITY PROSECUTOR | | | |
| ALLINGTON, ESQ., FREDERICK | 120256 | Monthly Prosecutor Payment | 3,769.92 |
| Total LEGAL: | | | 15,766.42 |
| PLANNING & BUILDING | | | |
| 01-4170-2515 VISION REIMBURSEMENT ACCT(HRA) | | | |
| NBS-NATIONAL BENEFIT SERVI | 720543 | FSA/HRA October 2019 | 19.60 |
| 01-4170-3100 OFFICE SUPPLIES & POSTAGE | | | |
| US BANK | 4221 102519 | 4221 - USPS Mailings | 13.70 |
| US BANK | 4221 102519 | 4221 - Heated Foot Warmer | 31.43 |
| 01-4170-4200 PROFESSIONAL SERVICES | | | |
| CENTER FOR CONTINUING EDU | 5192 - REV/A | Consultation and Services | 2,180.00 |
| 01-4170-4210 PROFESSIONAL SERVICES - IDBS | | | |
| DIVISION OF BUILDING SAFETY | 110119 | October 2019 Building Permit Fees | 13,182.50 |
| DIVISION OF BUILDING SAFETY | 110119 | October 2019 Plan Check Fees | 6,655.20 |
| 01-4170-4500 GEOGRAPHIC INFO SYSTEMS | | | |
| BLAINE COUNTY (GIS) | 356 | GIS Salary & Benefit Reimbursement Q1 | 5,771.03 |
| 01-4170-4800 DUES, SUBSCRIPTIONS & MEMBERSH | | | |
| MOUNTAIN TOWN NEWS | 110119 | Subscription | 90.00 |
| 01-4170-4900 PERSONNEL TRAINING/TRAVEL/MTG | | | |
| RIVIN, ABBY | 091819 | Meal Reimbursement | 45.27 |

| Vendor Name | Invoice Number | Description | Net Invoice Amount |
|--|----------------|----------------------------------|--------------------|
| 01-4170-7400 OFFICE FURNITURE & EQUIPMENT | | | |
| US BANK | 9642 102519 | 9642 - Planning Computer Screens | 438.00 |
| Total PLANNING & BUILDING: | | | 28,426.73 |
| NON-DEPARTMENTAL | | | |
| 01-4193-9930 GENERAL FUND OP. CONTINGENCY | | | |
| US BANK | 6243 102519 | 6243 - Allstar Property Credit | 35.00- |
| US BANK | 6243 102519 | 6243 - Allstar Property Fee | 35.00 |
| Total NON-DEPARTMENTAL: | | | .00 |
| FACILITY MAINTENANCE | | | |
| 01-4194-2515 VISION REIMBURSEMENT ACCT(HRA) | | | |
| NBS-NATIONAL BENEFIT SERVI | 720543 | FSA/HRA October 2019 | 22.70 |
| 01-4194-3200 OPERATING SUPPLIES | | | |
| A.C. HOUSTON LUMBER CO. | 1910-568330 | Gloves | 19.99 |
| GEM STATE PAPER & SUPPLY | 1013007 | Paper Supplies | 93.98 |
| 01-4194-3500 MOTOR FUELS & LUBRICANTS | | | |
| UNITED OIL | 923710 | 38950 103119 | 365.93 |
| 01-4194-4200 PROFESSIONAL SERVICES | | | |
| RAINMAKER LANDSCAPING & S | 7568 | Upper Park Repair | 2,985.00 |
| THORNTON HEATING | 40932 | 131 River St. Boiler Check | 540.87 |
| 01-4194-4800 DUES, SUBSCRIPTIONS & MEMBERSH | | | |
| ISA MEMBERSHIP | 204233 | Membership for Juerg Stauffacher | 300.00 |
| 01-4194-5200 UTILITIES | | | |
| CLEAR CREEK DISPOSAL | 0001273273 | 960 102519 | 260.19 |
| CLEAR CREEK DISPOSAL | 0001273274 | 960 102519 | 105.34 |
| CLEAR CREEK DISPOSAL | 0001273275 | 960 102519 | 159.63 |
| CLEAR CREEK DISPOSAL | 0001274115 | 56339 102519 | 181.72 |
| CLEAR CREEK DISPOSAL | 0001274116 | 56339 102519 | 220.00 |
| IDAHO POWER | 2203313446 11 | 2203313446 110819 | 30.50 |
| INTERMOUNTAIN GAS | 32649330001 1 | 32649330001 102819 | 14.54 |
| 01-4194-6000 REPAIR & MAINT-AUTOMOTIVE EQUI | | | |
| RIVER RUN AUTO PARTS | 6538-147468 | Winter Blade | 43.80 |
| RIVER RUN AUTO PARTS | 6538-147508 | Oil and Filters | 84.66 |
| 01-4194-6100 REPAIR & MAINT--MACHINERY & EQ | | | |
| NAPA AUTO PARTS | 993367 | Oil Filter | 7.79 |
| RIVER RUN AUTO PARTS | 6538-147575 | Parts | 25.03 |
| RIVER RUN AUTO PARTS | 6538-147758 | Spin On Lube | 27.10 |
| 01-4194-6950 MAINTENANCE | | | |
| A.C. HOUSTON LUMBER CO. | 1910-569381 | Leroy's Board | 61.44 |
| A.C. HOUSTON LUMBER CO. | 1910-570086 | Lag Bolt | 5.90 |
| A.C. HOUSTON LUMBER CO. | 1911-572121 | Nuts and Rod | 6.75 |
| A.C. HOUSTON LUMBER CO. | 1911-572233 | Tape | 8.59 |
| A.C. HOUSTON LUMBER CO. | 1911-572489 | Screws | 1.00 |
| A.C. HOUSTON LUMBER CO. | 1911-575344 | Staples and Wire Tacker | 99.95 |

| Vendor Name | Invoice Number | Description | Net Invoice Amount |
|--|----------------|-------------------------------|--------------------|
| CHATEAU DRUG CENTER | 2132847 | Gloves | 9.49 |
| CHATEAU DRUG CENTER | 2135754 | Supplies | 37.02 |
| CHATEAU DRUG CENTER | 2140074 | Tape and Gloves | 21.81 |
| CHATEAU DRUG CENTER | 2141883 | Extension Cord | 3.79 |
| CHATEAU DRUG CENTER | 2142029 | Key | 3.09 |
| PHRED'S FABRICATION | 8108 | Angle Fabrication | 142.50 |
| SILVER CREEK SUPPLY | S2076589.001 | Xmas Lights | 282.89 |
| Total FACILITY MAINTENANCE: | | | 6,172.99 |
| POLICE | | | |
| 01-4210-2515 VISION REIMBURSEMENT ACCT(HRA) | | | |
| NBS-NATIONAL BENEFIT SERVI | 720543 | FSA/HRA October 2019 | 6.45 |
| 01-4210-3100 OFFICE SUPPLIES & POSTAGE | | | |
| US BANK | 6243 102519 | 6243 - CSO Plates | 28.84 |
| 01-4210-3200 OPERATING SUPPLIES | | | |
| UNITED OIL | 923726 | 39060 103119 | 36.51 |
| US BANK | 6243 102519 | 6243 - CSO Uniforms | 116.39 |
| 01-4210-3620 PARKING OPS EQUIPMENT FEES | | | |
| CALE AMERICA, INC. | 156838 | October 2019 Active Meters | 165.00 |
| OMNI PARK | 120698 | Omni Park Subscription | 343.00 |
| 01-4210-4200 PROFESSIONAL SERVICES | | | |
| KETCHUM COMPUTERS, INC. | 16496 | Computer Support - BCSO | 938.25 |
| 01-4210-4250 PROF.SERVICES-BCSO CONTRACT | | | |
| BLAINE COUNTY CLERK/RECOR | 201022 | BCSO Law Enforcement Services | 125,296.67 |
| Total POLICE: | | | 126,931.11 |
| FIRE & RESCUE | | | |
| 01-4230-2505 HEALTH REIMBURSEMENT ACCT(HRA) | | | |
| NBS-NATIONAL BENEFIT SERVI | CP235132 | HRA | 449.52 |
| 01-4230-2515 VISION REIMBURSEMENT ACCT(HRA) | | | |
| NBS-NATIONAL BENEFIT SERVI | 720543 | FSA/HRA October 2019 | 81.00 |
| NBS-NATIONAL BENEFIT SERVI | CP235132 | HRA Vision | 800.60 |
| 01-4230-3200 OPERATING SUPPLIES FIRE | | | |
| BOUNDTREE MEDICAL | 83402236 | Medical Products | 113.95 |
| CHATEAU DRUG CENTER | 2141894 | Chip Brush | 1.23 |
| US BANK | 4977 102519 | 4977 - iPad Screen Protector | 8.95 |
| US BANK | 4977 102519 | 4977 - USPS Shipping | 7.85 |
| ABC STAMP | 0536766 | Name Plates | 18.27 |
| 01-4230-3210 OPERATING SUPPLIES EMS | | | |
| CHATEAU DRUG CENTER | 2141894 | Chip Brush | 1.23 |
| NORCO | 27601354 | 54794 101019 | 91.93 |
| NORCO | 27762590 | 52355 103119 | 33.54 |
| NORCO | 27763632 | 54794 103119 | 221.34 |
| HENRY SCHEIN | 70369203 | Extension Set | 98.50 |

| Vendor Name | Invoice Number | Description | Net Invoice Amount |
|--|----------------|---|--------------------|
| 01-4230-3500 MOTOR FUELS & LUBRICANTS FIRE | | | |
| UNITED OIL | 923541 | 37267 103119 | 319.93 |
| 01-4230-3510 MOTOR FUELS & LUBRICANTS EMS | | | |
| UNITED OIL | 923541 | 37267 103119 | 65.63 |
| 01-4230-4200 PROFESSIONAL SERVICES FIRE | | | |
| PROGRESSIVE INTELLIGENCE T | 1504 | Support Contract Renewal 11/19-11/20 | 7,180.00 |
| BACKGROUND INVESTATION B | CIT025110119- | Fire Chief Background Check | 34.34 |
| 01-4230-4900 TRAINING/TRAVEL/MTG FIRE | | | |
| FELDMAN, RICHARD | 110119 | Recertification EMT | 20.00 |
| US BANK | 4977 102519 | 4977 - National Registry EMT Tom Ancona | 20.00 |
| US BANK | 4977 102519 | 4977 - National Registry EMT Alice Schaefer | 80.00 |
| 01-4230-4910 TRAINING EMS | | | |
| ATKINSONS' MARKET | 01282681 | EMT Class Food | 2.27 |
| 01-4230-5100 TELEPHONE & COMMUNICATION FIRE | | | |
| MTE COMMUNICATIONS | 056983 110119 | 056983 110119 | 15.13 |
| VERIZON WIRELESS | 842054354 102 | 842054354 102319 | 20.01 |
| 01-4230-5110 TELEPHONE & COMMUNICATION EMS | | | |
| MTE COMMUNICATIONS | 056983 110119 | 056983 110119 | 15.12 |
| VERIZON WIRELESS | 842054354 102 | 842054354 102319 | 20.00 |
| 01-4230-6000 REPAIR & MAINT-AUTO EQUIP FIRE | | | |
| A.C. HOUSTON LUMBER CO. | 1911-574874 | Truck 1 Supplies | 37.37 |
| CHATEAU DRUG CENTER | 2143835 | Aerator Bit | 3.79 |
| CHATEAU DRUG CENTER | 2144076 | Straps for Tripod | 4.74 |
| HUGHES FIRE EQUIPMENT, INC. | 544361 | Pumper Parts | 345.56 |
| LES SCHWAB | 11700588300 | Tire Siping | 360.00 |
| RIVER RUN AUTO PARTS | 6538-147550 | Supplies | 16.40 |
| 01-4230-6010 REPAIR & MAINT-AUTO EQUIP EMS | | | |
| KNOX COMPANY | INV01877854 | EMS Communications | 2,112.00 |
| Total FIRE & RESCUE: | | | 12,600.20 |
| STREET | | | |
| 01-4310-2505 HEALTH REIMBURSEMENT ACCT(HRA) | | | |
| NBS-NATIONAL BENEFIT SERVI | CP235132 | HRA | 344.67 |
| 01-4310-2515 VISION REIMBURSEMENT ACCT(HRA) | | | |
| NBS-NATIONAL BENEFIT SERVI | 720543 | FSA/HRA October 2019 | 45.90 |
| NBS-NATIONAL BENEFIT SERVI | CP235132 | HRA Vision | 154.43 |
| 01-4310-3200 OPERATING SUPPLIES | | | |
| BROOKS WELDING | 13415 | Nuts | 1.60 |
| CHATEAU DRUG CENTER | 2142962 | Lysol Spray | 34.16 |
| FASTENAL COMPANY | IDJER86327 | Batteries | 22.43 |
| US BANK | 2022 102519 | 2022 - Daily Planners | 130.24 |
| 01-4310-3400 MINOR EQUIPMENT | | | |
| FASTENAL COMPANY | IDJER86493 | Parts | 52.56 |

| Vendor Name | Invoice Number | Description | Net Invoice Amount |
|--|----------------|-------------------------------|--------------------|
| 01-4310-3500 MOTOR FUELS & LUBRICANTS | | | |
| WEX BANK | 62111515 | Fuel Purchases | 380.83 |
| UNITED OIL | 923543 | 37269 103119 | 1,262.42 |
| 01-4310-4200 PROFESSIONAL SERVICES | | | |
| IDAHO LUMBER & HARDWARE | 795299 | Rental | 15.00 |
| BIGHORN TRAFFIC SERVICES | 388 | Saddle/Warmsprings Flagger | 747.25 |
| 01-4310-5200 UTILITIES | | | |
| INTERMOUNTAIN GAS | 32649330001 1 | 32649330001 102819 | 290.08 |
| INTERMOUNTAIN GAS | 32649330001 1 | 32649330001 102819 | 56.84 |
| 01-4310-6000 REPAIR & MAINT--AUTOMOTIVE EQU | | | |
| LES SCHWAB | 11700589223 | Durango Tires and Parts | 763.80 |
| NAPA AUTO PARTS | 993899 | Oil Filter | 4.29 |
| NAPA AUTO PARTS | 993928 | credit | 2.79- |
| 01-4310-6100 REPAIR & MAINT--MACHINERY & EQ | | | |
| FASTENAL COMPANY | IDJER79813C | Credit | 72.69- |
| FASTENAL COMPANY | IDJER80356 | Headlamp and Batteries | 77.95 |
| FASTENAL COMPANY | IDJER86491 | Batteries and Supplies | 242.91 |
| LES SCHWAB | 11700589773 | Eagle Tire Repair | 105.00 |
| LES SCHWAB | 11700592569 | Toolcat Tires | 202.75 |
| NAPA AUTO PARTS | 993051 | Air Filters | 29.08 |
| NAPA AUTO PARTS | 993349 | Valve Cover | 5.98 |
| NAPA AUTO PARTS | 993350 | Oil Filter | 7.58 |
| NAPA AUTO PARTS | 993416 | Blower Silicone | 22.47 |
| NAPA AUTO PARTS | 993493 | Credit | 5.98- |
| NAPA AUTO PARTS | 993553 | Welding Rod | 50.58 |
| NAPA AUTO PARTS | 993719 | Air Filters | 14.29 |
| NAPA AUTO PARTS | 993773 | Oil Filter | 8.29 |
| NAPA AUTO PARTS | 993887 | Oil Filter | 39.57 |
| NAPA AUTO PARTS | 994173 | Oil Filter | 3.99 |
| NAPA AUTO PARTS | 994184 | Air Filters | 29.08 |
| NAPA AUTO PARTS | 994221 | Coupler | 28.26 |
| NAPA AUTO PARTS | 994487 | Blower Parts | 9.51 |
| RIVER RUN AUTO PARTS | 6538-147430 | Headlight | 10.50 |
| RIVER RUN AUTO PARTS | 6538-147537 | Blower Part | 22.77 |
| RIVER RUN AUTO PARTS | 6538-147542 | Car Wash Soap | 8.95 |
| RIVER RUN AUTO PARTS | 6538-147649 | Parts | 29.39 |
| UNITED OIL | 185110 | 37269 110119 | 1,148.40 |
| US BANK | 6243 102519 | 6243 - Mobile Repair | 162.00 |
| US BANK | 6243 102519 | 6243 - Lowband Communications | 795.00 |
| WESTERN STATES CAT | IN001120590 | Cutting Edges | 820.50 |
| WESTERN STATES CAT | IN001133438 | Grader Brake Repair | 5,133.75 |
| JACKSON GROUP PETERBILT | 062819 | credit | 23.10- |
| JACKSON GROUP PETERBILT | 210936 | Parts | 129.00 |
| JACKSON GROUP PETERBILT | 210937 | Windshield Fluid | 26.64 |
| JACKSON GROUP PETERBILT | CM198638 | Credit | 79.20- |
| 01-4310-6910 OTHER PURCHASED SERVICES | | | |
| ALSCO - AMERICAN LINEN DIVI | LBO11750799 | 5831 110119 | 48.11 |
| ALSCO - AMERICAN LINEN DIVI | LBO11752776 | 5831 110819 | 48.11 |
| ESPINOZA ASSOCIATES FLOORI | CG207137 | Tile Installation | 840.83 |
| NORCO | 27541125 | 53271 100219 | 42.64 |
| TREASURE VALLEY COFFEE INC | 2160 06372422 | COFFEE and Tea | 64.45 |

| Vendor Name | Invoice Number | Description | Net Invoice Amount |
|--|----------------|------------------------------------|--------------------|
| 01-4310-6930 STREET LIGHTING | | | |
| IDAHO POWER | 2200059315 11 | 2200059315 110819 | 5.29 |
| IDAHO POWER | 2200506786 11 | 2200506786 110819 | 6.19 |
| IDAHO POWER | 2201174667 11 | 2201174667 110819 | 12.01 |
| IDAHO POWER | 2202627564 11 | 2202627564 110819 | 8.53 |
| IDAHO POWER | 2203027632 11 | 2203027632 110819 | 5.29 |
| IDAHO POWER | 2205963446 11 | 2205963446 110819 | 20.86 |
| MOUNTAIN STATES LIGHTING | 9746 | Street Light Head | 500.00 |
| 01-4310-6950 MAINTENANCE & IMPROVEMENTS | | | |
| A.C. HOUSTON LUMBER CO. | 014-796369 | Dry Mix | 71.28 |
| CONCRETE CONSTRUCTION SU | S33067 | Armor Mortar Patches | 3,400.00 |
| RIVER RUN AUTO PARTS | 6538-147756 | Shop Cleaner | 47.40 |
| US BANK | 6243 102519 | 6243 - Streets Tarp | 220.46 |
| WALKER SAND AND GRAVEL | 680255 | Crushed Fines | 753.45 |
| WALKER SAND AND GRAVEL | 684971 | Imported Dirty Fill | 247.44 |
| WALKER SAND AND GRAVEL | 686096 | Imported Clean Fill | 204.88 |
| WALKER SAND AND GRAVEL | 688169 | Imported Clean Fill | 70.87 |
| Total STREET: | | | 19,905.02 |
| RECREATION | | | |
| 01-4510-2515 VISION REIMBURSEMENT ACCT(HRA) | | | |
| NBS-NATIONAL BENEFIT SERVI | 720543 | FSA/HRA October 2019 | 16.50 |
| 01-4510-3200 OPERATING SUPPLIES | | | |
| GEM STATE PAPER & SUPPLY | 1045803 | Calendar and Flash Drives | 135.43 |
| US BANK | 7926 102519 | 7926 - Hand Sanitizer | 15.27 |
| US BANK | 7926 102519 | 7926 - Cleaning Supplies | 107.56 |
| US BANK | 9642 102519 | 9642 - Parks Office Supplies | 41.25 |
| 01-4510-3250 RECREATION SUPPLIES | | | |
| A.C. HOUSTON LUMBER CO. | 1911-571986 | Supplies | 20.32 |
| IDAHO LUMBER & HARDWARE | 797996 | PVC Pipes and Connections | 124.10 |
| US BANK | 7926 102519 | 7926 - Soccer Field Layout Set | 156.50 |
| US BANK | 9642 102519 | 9642 - Parks Kitchen Supplies | 136.62 |
| NOVAK, REMINGTON | 110619 | Reimbursement for Kid's Game Parts | 45.70 |
| 01-4510-3300 RESALE ITEMS-CONCESSION SUPPLY | | | |
| ATKINSONS' MARKET | 02792450 | Concessions | 14.40 |
| ATKINSONS' MARKET | 04396463 | Concessions | 113.23 |
| ATKINSONS' MARKET | 04848357 | Concessions | 22.83 |
| KETCHUM KITCHENS | 220000100015 | Concessions Supplies | 128.46 |
| US BANK | 7926 102519 | 7926 - Dehydrator and Concessions | 175.17 |
| 01-4510-3500 MOTOR FUELS & LUBRICANTS | | | |
| UNITED OIL | 923542 | 37268 103119 | 96.69 |
| 01-4510-4200 PROFESSIONAL SERVICE | | | |
| THORNTON HEATING | 40933 | Heating Service 900 3rd | 94.00 |
| BACKGROUND INVESTATION B | CIT025110119- | Park Volunteers Background Check | 89.56 |
| 01-4510-6000 REPAIR & MAINT--AUTOMOTIVE EQU | | | |
| US BANK | 7926 102519 | 7926 - 1990 GMC Mirror Glass | 23.71 |
| Total RECREATION: | | | 1,557.30 |

| Vendor Name | Invoice Number | Description | Net Invoice Amount |
|--|----------------|---------------------------------------|--------------------|
| Total GENERAL FUND: | | | 233,537.17 |
| GENERAL CAPITAL IMPROVEMENT FD | | | |
| GENERAL CIP EXPENDITURES | | | |
| 03-4193-4250 ENERGY WORK PROGRAM | | | |
| THORNTON HEATING | 40931 | 260 10th St. Energy Work | 13,752.00 |
| 03-4193-7400 COMPUTER/COPIER LEASING | | | |
| GREAT AMERICA FINANCIAL SE | 25798652 | Copier Lease | 1,684.71 |
| DELL FINANCIAL SERVICES | 80187880 | contract for computers | 5,808.78 |
| Total GENERAL CIP EXPENDITURES: | | | 21,245.49 |
| Total GENERAL CAPITAL IMPROVEMENT FD: | | | 21,245.49 |
| ORIGINAL LOT FUND | | | |
| ORIGINAL LOT TAX | | | |
| 22-4910-6040 SUN VALLEY MARKETING ALLIANCE | | | |
| VISIT SUN VALLEY | 51 | Monthly Payment per contract | 33,333.33 |
| 22-4910-6060 EVENTS/PROMOTIONS | | | |
| CLEAR CREEK DISPOSAL | 0001274117 | Trailing Of The Sheep | 202.50 |
| CLEAR CREEK DISPOSAL | 0001274118 | 56339 102519 | 145.00 |
| ROAD WORK AHEAD CONST. SU | TS-11114 | Skateboard Sign Rental | 278.50 |
| ROAD WORK AHEAD CONST. SU | TS-11213 | Skateboard Event Traffic | 1,010.60 |
| ROAD WORK AHEAD CONST. SU | TS-11215 | Trailing of the Sheep Traffic Control | 6,344.48 |
| ROAD WORK AHEAD CONST. SU | TS-11278 | Trailing of the Sheep Flaggers | 906.25 |
| ROAD WORK AHEAD CONST. SU | TS-11349 | Nightmare on Main Traffic Control | 1,294.00 |
| Total ORIGINAL LOT TAX: | | | 43,514.66 |
| Total ORIGINAL LOT FUND: | | | 43,514.66 |
| ADDITIONAL1%-LOT FUND | | | |
| ADDITIONAL 1%-LOT | | | |
| 25-4910-4220 SUN VALLEY AIR SERVICE BOARD | | | |
| SUN VALLEY AIR SERVICE BOA | 110519 | September 2019 Additional 1% | 193,563.68 |
| SUN VALLEY AIR SERVICE BOA | 110519 | Direct Cost's | 5,522.68- |
| Total ADDITIONAL 1%-LOT: | | | 188,041.00 |
| Total ADDITIONAL1%-LOT FUND: | | | 188,041.00 |
| WATER FUND | | | |
| WATER EXPENDITURES | | | |
| 63-4340-2515 VISION REIMBURSEMENT ACCT(HRA) | | | |
| NBS-NATIONAL BENEFIT SERVI | 720543 | FSA/HRA October 2019 | 16.50 |
| 63-4340-3100 OFFICE SUPPLIES & POSTAGE | | | |
| UNIFIED OFFICE SERVICES | 275591 | Supplies | 4.73 |
| 63-4340-3200 OPERATING SUPPLIES | | | |
| A.C. HOUSTON LUMBER CO. | 1910-567872 | Tarps and Screws | 70.70 |
| ALSCO - AMERICAN LINEN DIVI | LBO11748840 | 5493 102519 | 59.79 |

| Vendor Name | Invoice Number | Description | Net Invoice Amount |
|---|----------------|---|--------------------|
| CHATEAU DRUG CENTER | 2136153 | Staples | 4.74 |
| D & B SUPPLY INC. | 58557 | Uniforms | 149.97 |
| PIPECO, INC. | S3570254.001 | Coupling and Nipples | 26.15 |
| TREASURE VALLEY COFFEE INC | 2160 06362150 | COFFEE | 60.30 |
| 63-4340-3250 LABORATORY/ANALYSIS | | | |
| GO-FER-IT | 89715 | 292-103119 | 17.00 |
| MAGIC VALLEY LABS, INC. | 14299 | Water Testing | 128.00 |
| 63-4340-3500 MOTOR FUELS & LUBRICANTS | | | |
| UNITED OIL | 923545 | 37271 103119 | 451.38 |
| 63-4340-3800 CHEMICALS | | | |
| GEM STATE WELDERS SUPPLY,I | E260505 | 55 gal T-Chlor | 252.24 |
| GEM STATE WELDERS SUPPLY,I | E260704 | 55 gal T-Chlor | 252.24 |
| 63-4340-4200 PROFESSIONAL SERVICES | | | |
| DIG LINE | 0061533-IN | Monthly Fee | 260.26 |
| 63-4340-4300 STATE & WA DISTRICT FEES | | | |
| IDAHO DEPT. OF ENVIRONMENT | 20200000502 | Underground Storage Tank Fee | 171.00 |
| 63-4340-4900 PERSONNEL TRAINING/TRAVEL/MTG | | | |
| US BANK | 3059 102519 | 3059 - Licenses Renewal - Tognoni | 30.00 |
| US BANK | 3059 102519 | 3059 - Licenses Renewal - Tognoni | 30.00 |
| 63-4340-5200 UTILITIES | | | |
| INTERMOUNTAIN GAS | 32649330001 1 | 32649330001 102819 | 67.41 |
| INTERMOUNTAIN GAS | 32649330001 1 | 32649330001 102819 | 24.45 |
| 63-4340-6000 REPAIR & MAINT-AUTO EQUIP | | | |
| LES SCHWAB | 11700592277 | New Tires and Siping for Plow Truck 103 | 1,169.60 |
| LES SCHWAB | 11700594205 | Plow Truck Alignment | 89.99 |
| RIVER RUN AUTO PARTS | 6538-147552 | Car Wash Soap | 8.95 |
| THORNTON HEATING | 41014 | Operations Building Boiler | 430.23 |
| 63-4340-6100 REPAIR & MAINT-MACH & EQUIP | | | |
| A.C. HOUSTON LUMBER CO. | 1911-574309 | Bolts and Nuts | 12.84 |
| PIPECO, INC. | S3570131.001 | Coupling and Nipples | 10.92 |
| Total WATER EXPENDITURES: | | | 3,799.39 |
| Total WATER FUND: | | | 3,799.39 |
| WATER CAPITAL IMPROVEMENT FUND | | | |
| WATER CIP EXPENDITURES | | | |
| 64-4340-7650 WATER METERS | | | |
| FERGUSON ENTERPRISES, LLC | 0728077 | Meter Inventory | 4,468.03 |
| 64-4340-7802 KETCHUM SPRING WA CONVERSION | | | |
| FERGUSON ENTERPRISES, LLC | 0728691 | Trail Creek Tie In #20402 | 1,366.97 |
| LUNCEFORD EXCAVATION, INC. | 10330 | Trail Creek Tie In #20402 | 825.00 |
| CANYON EXCAVATION. LLC | 5 20316 | 5 20316 | 30,096.00 |
| Total WATER CIP EXPENDITURES: | | | 36,756.00 |

| Vendor Name | Invoice Number | Description | Net Invoice Amount |
|---|----------------|-------------------------------|--------------------|
| Total WATER CAPITAL IMPROVEMENT FUND: | | | 36,756.00 |
| WASTEWATER FUND | | | |
| WASTEWATER EXPENDITURES | | | |
| 65-4350-2505 HEALTH REIMBURSEMENT ACCT(HRA) | | | |
| NBS-NATIONAL BENEFIT SERVI | CP235132 | HRA | 324.61 |
| 65-4350-2515 VISION REIMBURSEMENT ACCT(HRA) | | | |
| NBS-NATIONAL BENEFIT SERVI | 720543 | FSA/HRA October 2019 | 35.85 |
| NBS-NATIONAL BENEFIT SERVI | CP235132 | HRA Vision | 135.99 |
| 65-4350-3100 OFFICE SUPPLIES & POSTAGE | | | |
| UNIFIED OFFICE SERVICES | 275591 | Supplies | 4.74 |
| 65-4350-3200 OPERATING SUPPLIES | | | |
| D & B SUPPLY INC. | 61047 | Uniforms | 207.97 |
| D & B SUPPLY INC. | 61048 | Uniform Credit | 5.00- |
| D & B SUPPLY INC. | 6893 | Uniforms | 119.97 |
| TREASURE VALLEY COFFEE INC | 2160 06362152 | COFFEE | 157.95 |
| UPS STORE #2444 | 6439 | 6439 | 12.33 |
| UPS STORE #2444 | 6490 | 6490 | 12.78 |
| UPS STORE #2444 | 6528 | 6528 | 12.78 |
| UPS STORE #2444 | 6568 | 6568 | 12.33 |
| UPS STORE #2444 | 6607 | 6607 | 31.98 |
| UPS STORE #2444 | 6609 | 6609 | 12.78 |
| US BANK | 9642 102519 | 9642 - Industrial Degreaser | 75.75 |
| 65-4350-3500 MOTOR FUELS & LUBRICANTS | | | |
| UNITED OIL | 923544 | 37270 103119 | 52.44 |
| 65-4350-4200 PROFESSIONAL SERVICES | | | |
| BANYAN TECHNOLOGY INC. | 20639 | Service Agreement 11/19-11/20 | 9,527.00 |
| 65-4350-4900 PERSONNEL TRAINING/TRAVEL/MTG | | | |
| GILBERTSON, JEFF | 102419 | Travel Reimbursement | 79.05 |
| RIGGS, CHAD | 102419 | Reimbursement for Travel | 236.25 |
| 65-4350-5200 UTILITIES | | | |
| IDAHO POWER | 2224304721 11 | 2224304721 110819 | 12.57 |
| INTERMOUNTAIN GAS | 32649330001 1 | 32649330001 102819 | 70.06 |
| INTERMOUNTAIN GAS | 32649330001 1 | 32649330001 102819 | 112.89 |
| INTERMOUNTAIN GAS | 32649330001 1 | 32649330001 102819 | 11.37 |
| INTERMOUNTAIN GAS | 32649330001 1 | 32649330001 102819 | 24.45 |
| 65-4350-6000 REPAIR & MAINT-AUTO EQUIP | | | |
| R & R SERVICES INC. | 19493 | Work on Tanker | 1,751.38 |
| ENVIRO-CLEAN INTERMOUNTA | 19-7130R | VacCon Serviced | 23,516.45 |
| FREEWAY TRANSMISSION | CR0004481 | Returned Core Credit | 700.00- |
| 65-4350-6100 REPAIR & MAINT-MACH & EQUIP | | | |
| A.C. HOUSTON LUMBER CO. | 1911-573555 | Caulk | 14.98 |
| BUSINESS AS USUAL INC. | 148842 | surge Protector | 23.95 |
| LUTZ RENTALS | 101588-1 | Drill Diamond Core Rental | 188.24 |
| PIPECO, INC. | S3572801.001 | PVC Pipe | 12.22 |
| PIPECO, INC. | S3573864.001 | Gloves and PVC | 33.71 |
| US BANK | 9642 102519 | 9642 - Solenoid Valve | 143.37 |
| US BANK | 9642 102519 | 9642 - Afluent Pumps | 180.20 |

| Vendor Name | Invoice Number | Description | Net Invoice Amount |
|---|----------------|---------------------------------------|--------------------|
| 65-4350-6900 COLLECTION SYSTEM SERVICES/CHA | | | |
| US BANK | 3059 102519 | 3059 - Licenses Renewal - Tognoni | 30.00 |
| US BANK | 9642 102519 | 9642 - Collections Vac Truck Supplies | 101.76 |
| ENVIRO-CLEAN INTERMOUNTA | 19-7135 | Nozzle Pipe | 79.04 |
| SKYLINE EXCAVATION AND GR | 556 | MOB Suction Truck Deliveries | 2,690.00 |
| Total WASTEWATER EXPENDITURES: | | | 39,344.19 |
| Total WASTEWATER FUND: | | | 39,344.19 |
| WASTEWATER CAPITAL IMPROVE FND WASTEWATER CIP EXPENDITURES | | | |
| 67-4350-7809 ENERGY EFFICIENCY PROJECTS | | | |
| HATFIELD MFG INC | 95605 | Steel Plates and Washers | 944.94 |
| Total WASTEWATER CIP EXPENDITURES: | | | 944.94 |
| Total WASTEWATER CAPITAL IMPROVE FND: | | | 944.94 |
| PARKS/REC DEV TRUST FUND PARKS/REC TRUST EXPENDITURES | | | |
| 93-4900-6500 ICE RINK-PRIVATE | | | |
| US BANK | 7926 102519 | 7926 - Barn Mats For Ice Rink | 324.28 |
| Total PARKS/REC TRUST EXPENDITURES: | | | 324.28 |
| Total PARKS/REC DEV TRUST FUND: | | | 324.28 |
| DEVELOPMENT TRUST FUND DEVELOPMENT TRUST EXPENDITURES | | | |
| 94-4900-8000 GATEWAY MARRIOT AUTOGRAPH HOTE | | | |
| WHITE PETERSON | 24892R 103119 | 24892R 103119 | 3,503.50 |
| AECOM TECHNICAL SERVICES, I | 2000281232 | Traffic Study Review | 3,575.00 |
| Total DEVELOPMENT TRUST EXPENDITURES: | | | 7,078.50 |
| Total DEVELOPMENT TRUST FUND: | | | 7,078.50 |
| Grand Totals: | | | 574,585.62 |

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

November 18, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Receive and File Treasurer's Monthly Financial Report

Recommendation and Summary

Staff is recommending the council receive and file the Treasurer's monthly report in accordance with statutory requirements and adopt the following motion:

"I move to receive and file the Treasurer's financial report."

The reasons for the recommendation are as follows:

- State statute establishes requirements for monthly financial reports from the City Treasurer.

Introduction and History

Idaho State Statute 50-208 establishes requirements for monthly financial reports from the City Treasurer to the Council. The Statute provides that the Treasurer "render an accounting to the city council showing the financial condition of the treasury at the date of such accounting."

Analysis

Pursuant to the above statutory requirements, enclosed for Council review is a monthly financial report showing the financial condition of the City in the current fiscal year. This report, along with complete financial statements, is available on the City's website.

Financial Impact

There is no financial impact to this reporting.

Attachments

- Attachment A: Monthly Financial Report Charts



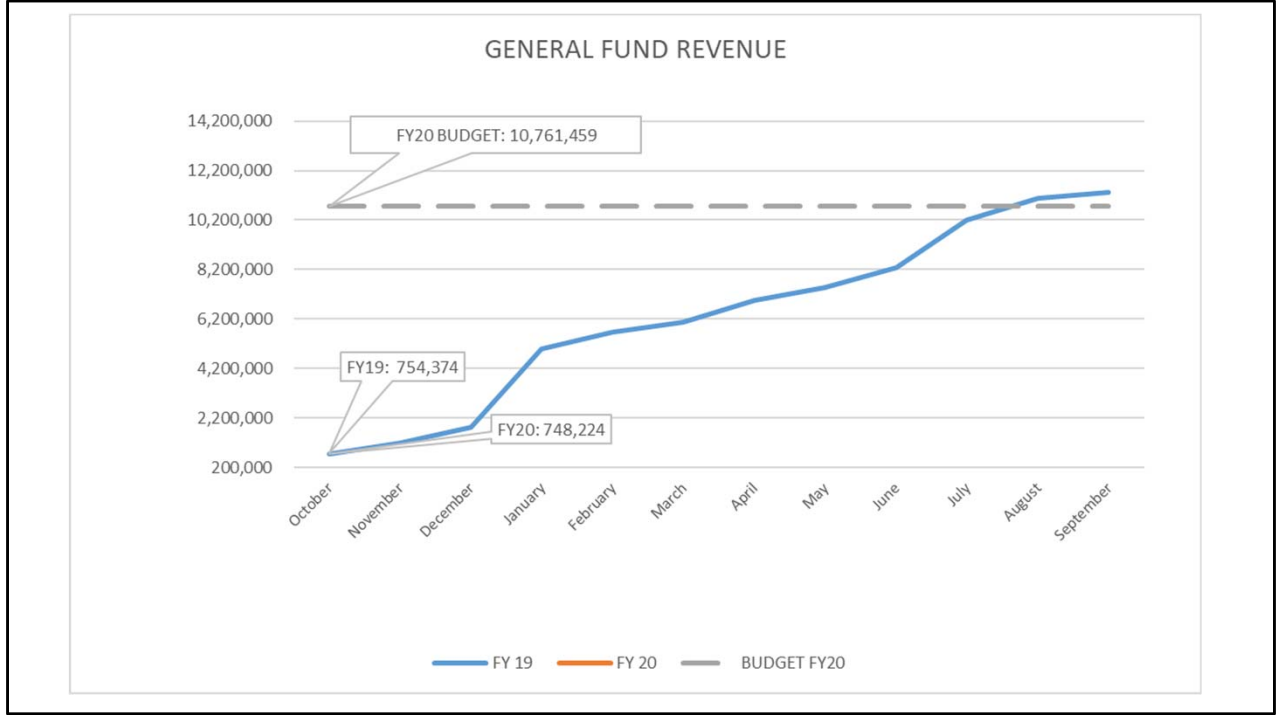
Monthly Financial Reports

As of October 31, 2019

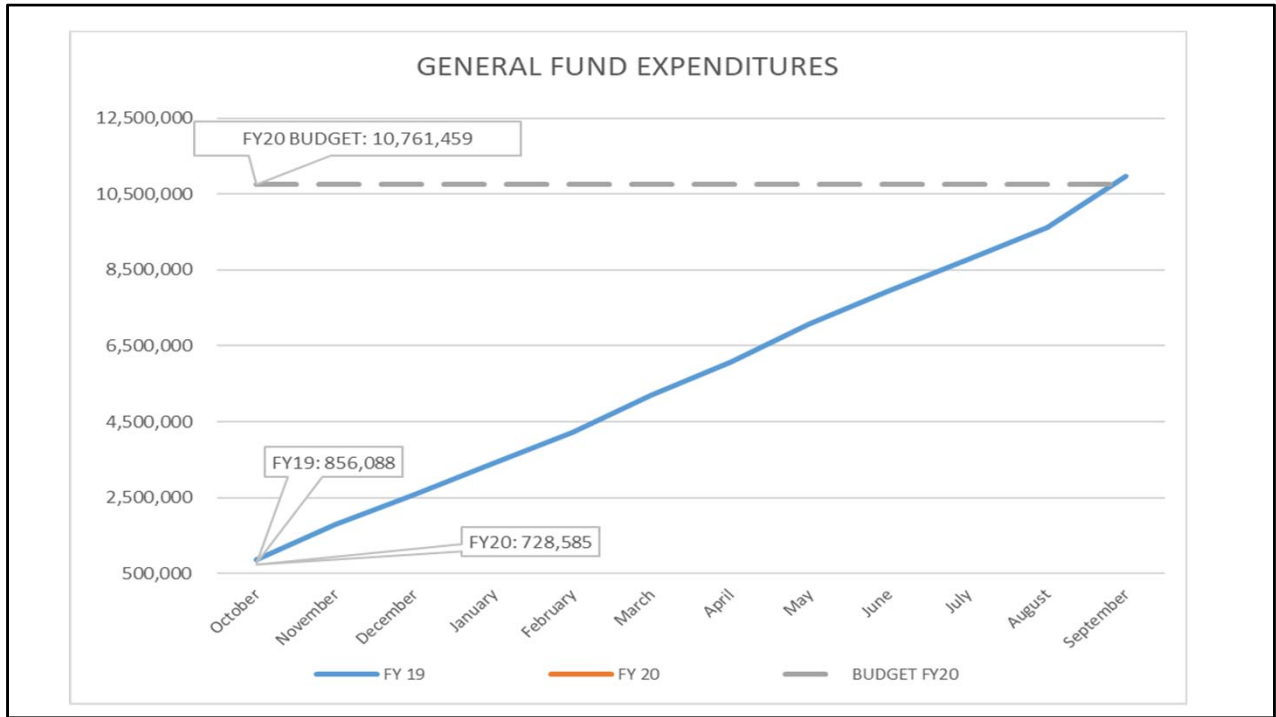
This packet is divided into three sections: (1) General Fund charts (pages 2-13); (2) Original LOT charts (pages 14-18); (3) Enterprise Fund charts (pages 19-23); and Off-Street Parking Lot charts (pages 24-28).

Each chart includes information on current progress relative to the prior year and also the current budget. Where deviations are 5% or greater, an explanation on the major drivers of such changes is included.

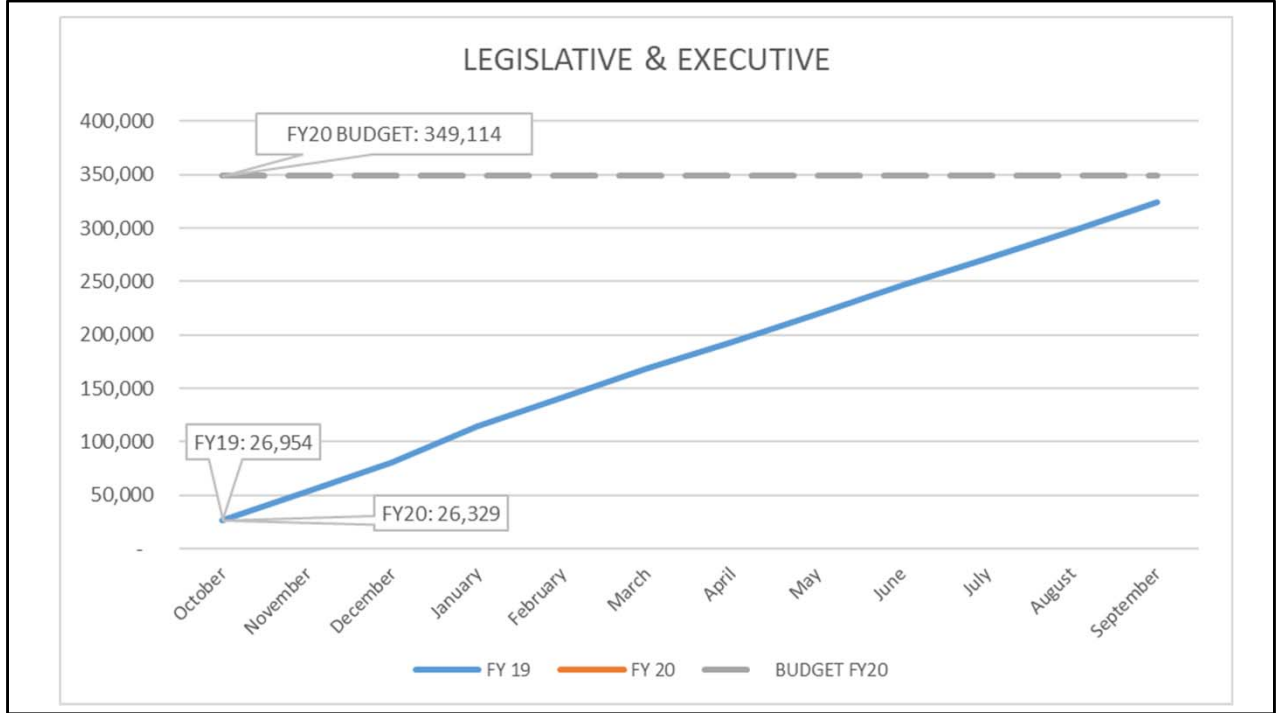
General Fund



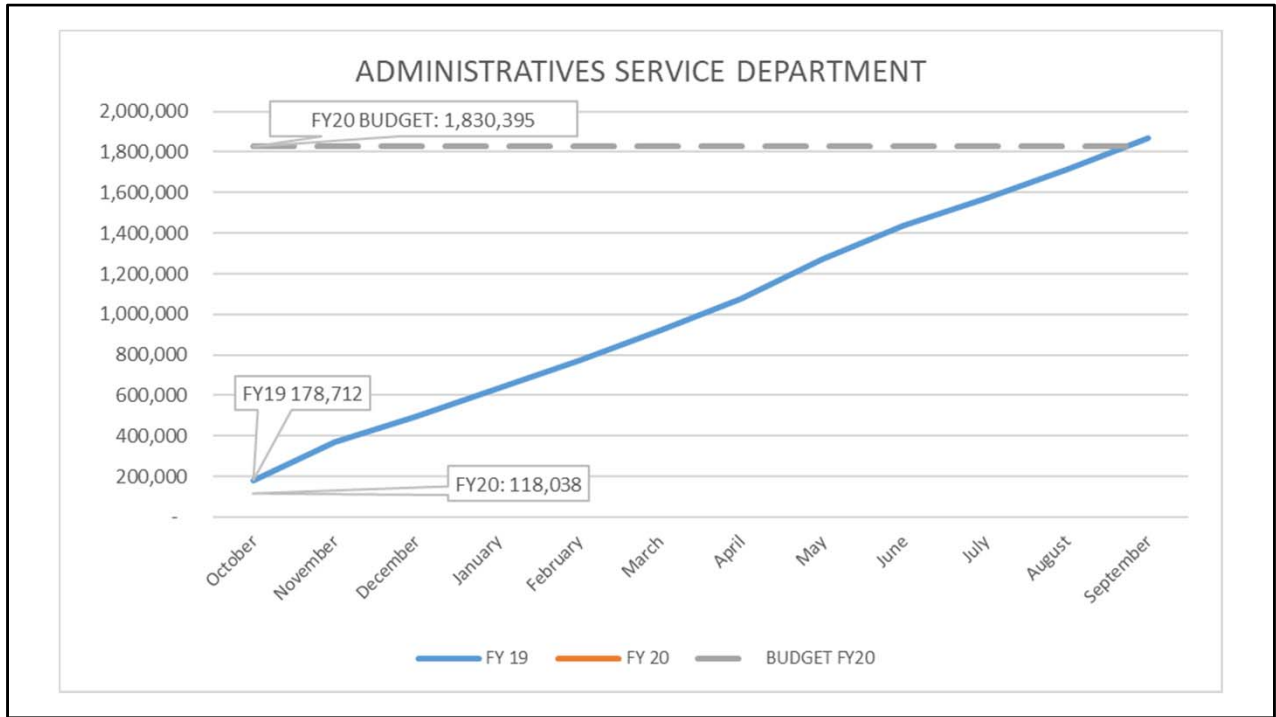
The General Fund revenues are down approximately \$6,150 (0.8%) in FYTD.



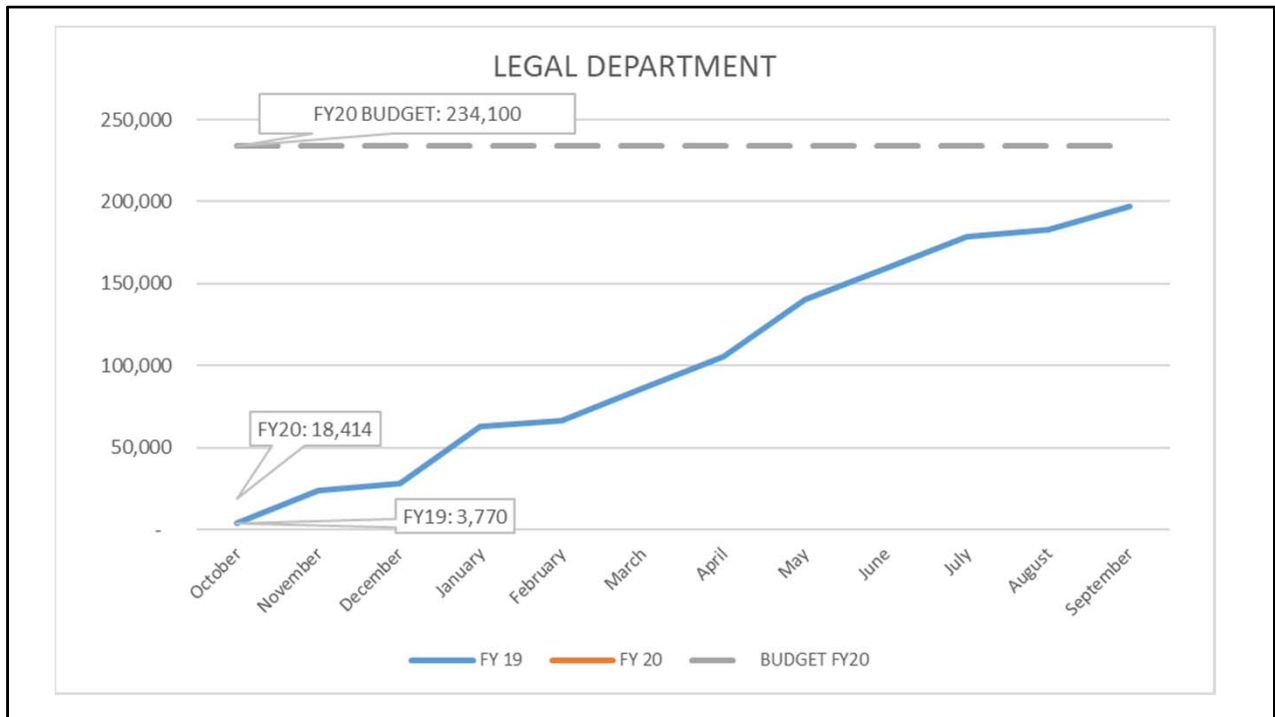
The General Fund expenditures are down \$127,503 (14.9%) FYTD. This decrease is due largely to vacant positions.



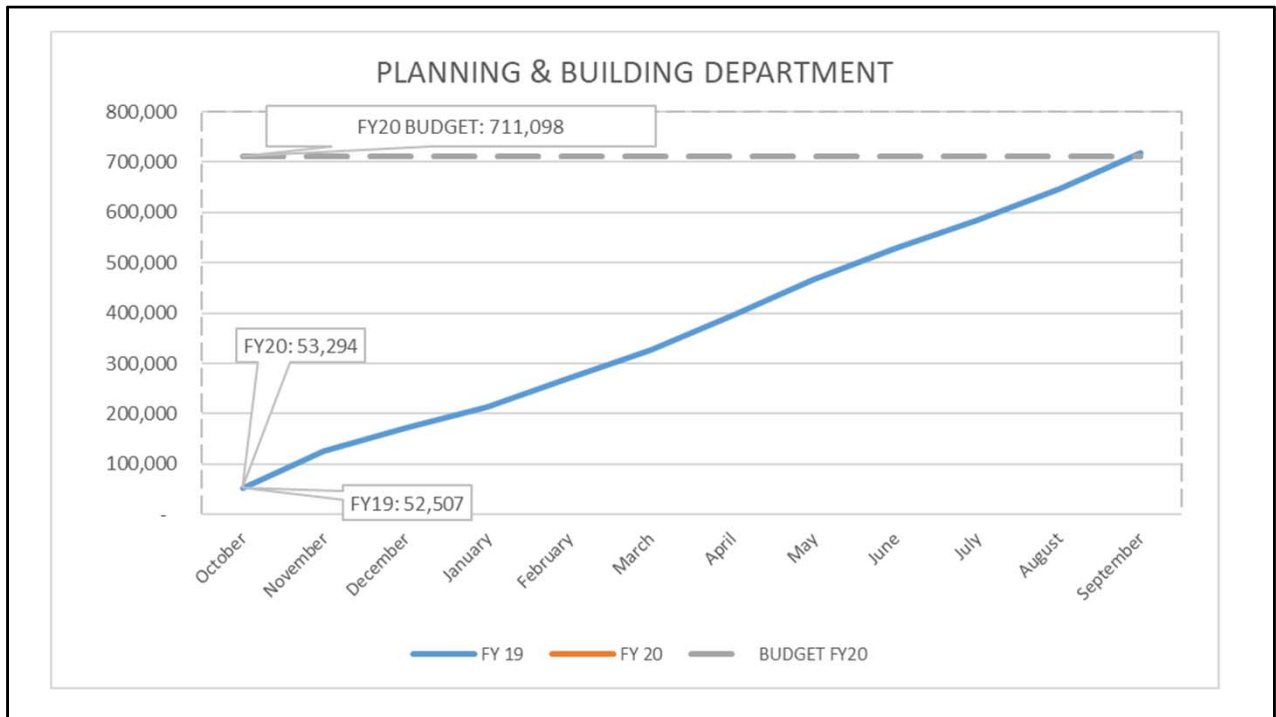
The Legislative & Executive Department expenditures are down \$625 (2.3%) FYTD.



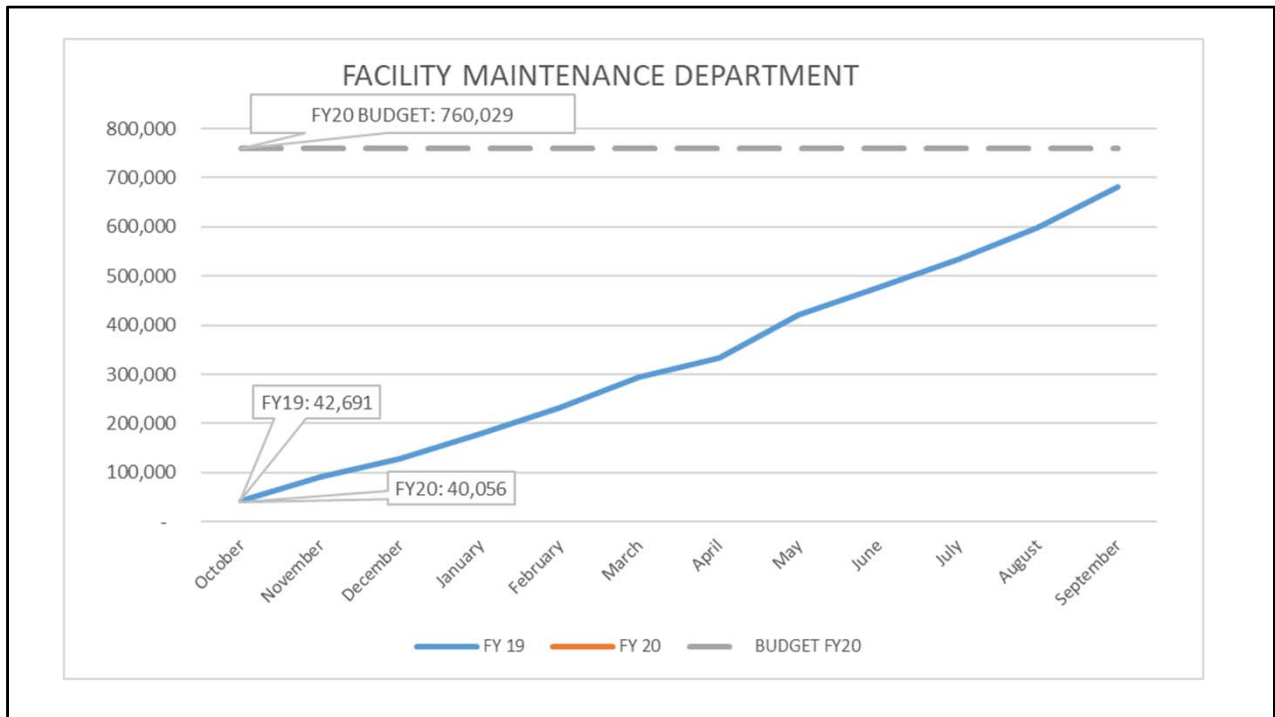
The Administrative Services Department expenditures are down \$60,674 (34%) FYTD. This decrease is due largely to the timing of the ICRMP billing, the payment was processed in November in FY 20.



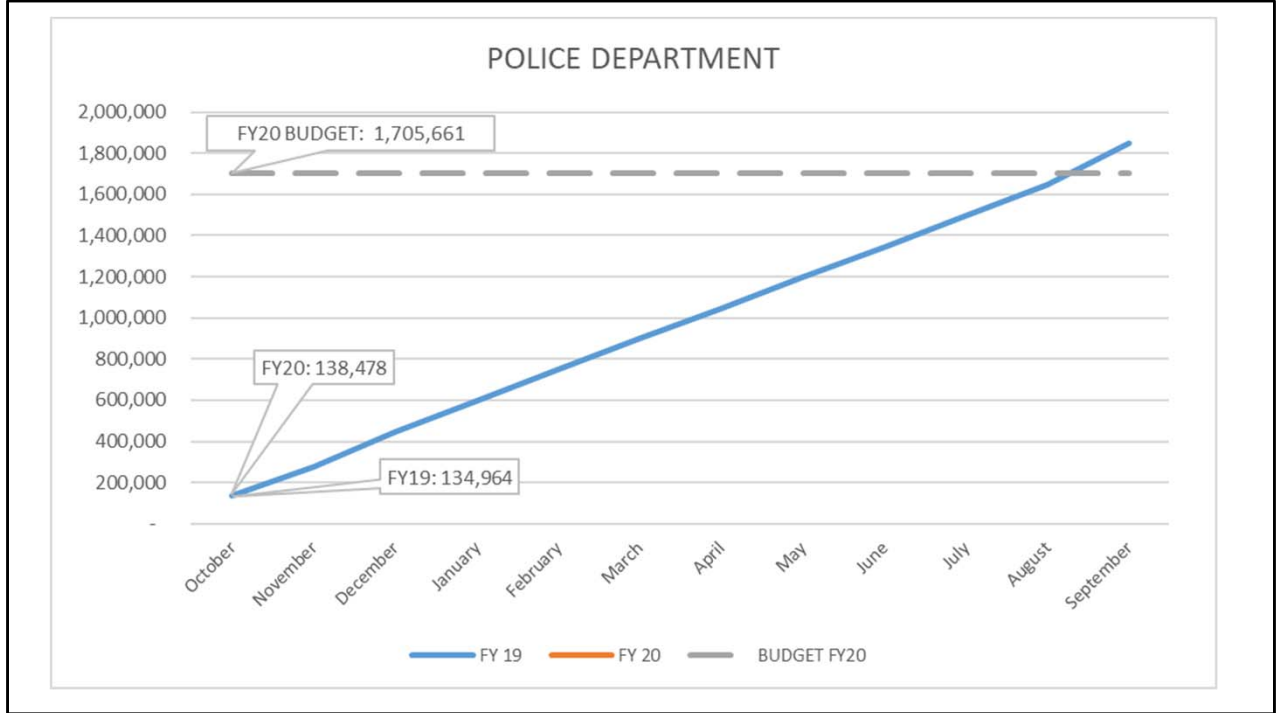
The Legal Department expenditures are up \$14,644 (388.4%) FYTD. This increase is largely due to the timing of the contract billing with White Peterson relative to the prior year.



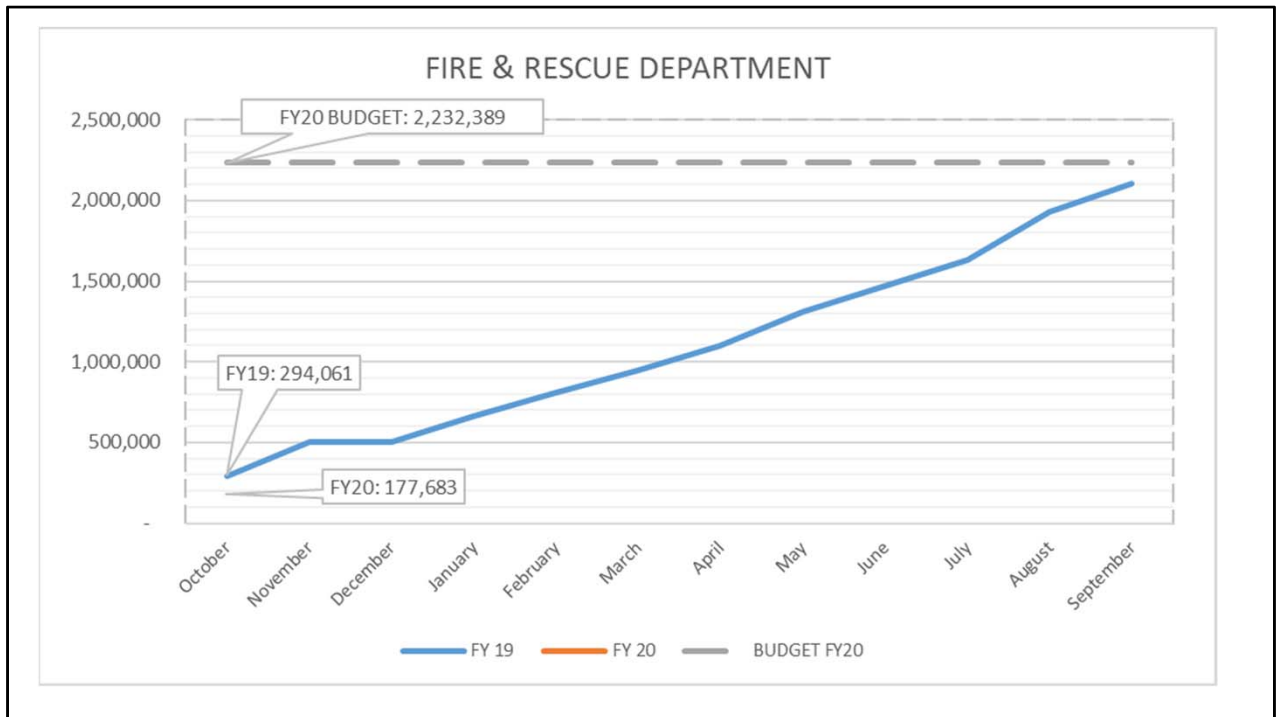
The Planning & Building Department expenditures are up \$787 (1.5%) FYTD.



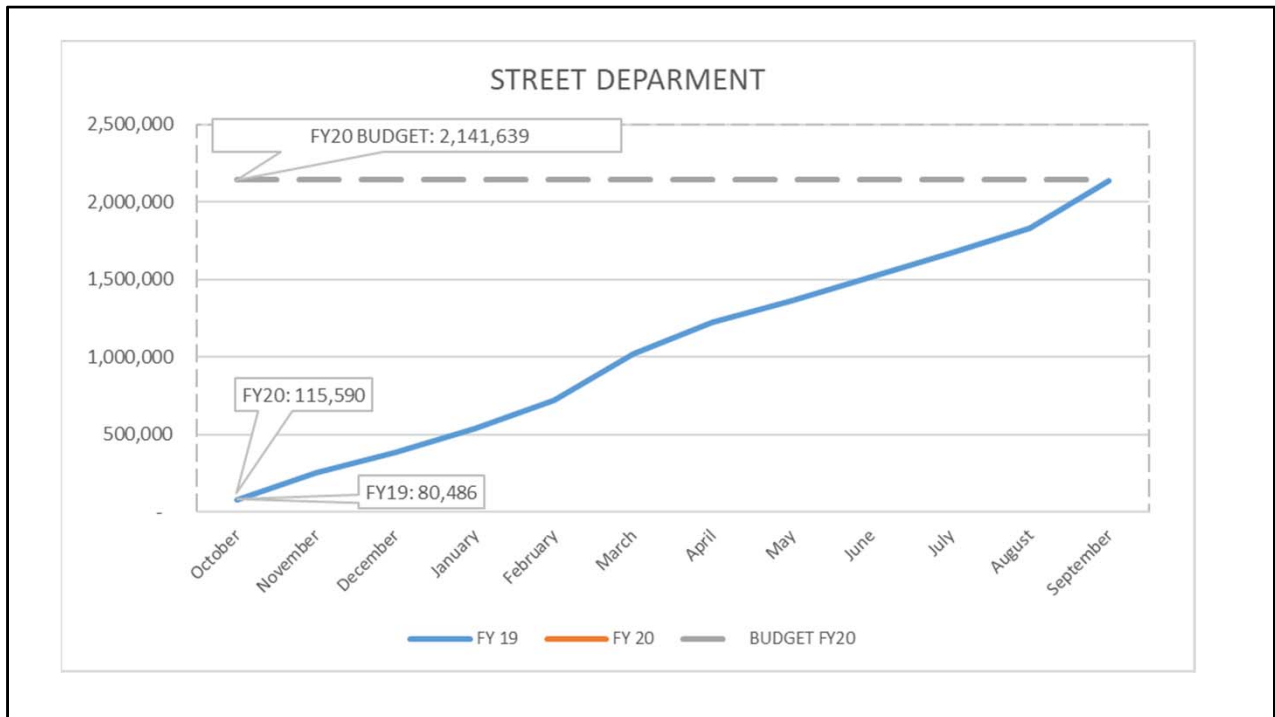
The Facilities Maintenance Department expenditures are down \$2,635 (6.2%) FYTD. This decrease is largely due to salary and benefit expenditures as the department has a vacant position.



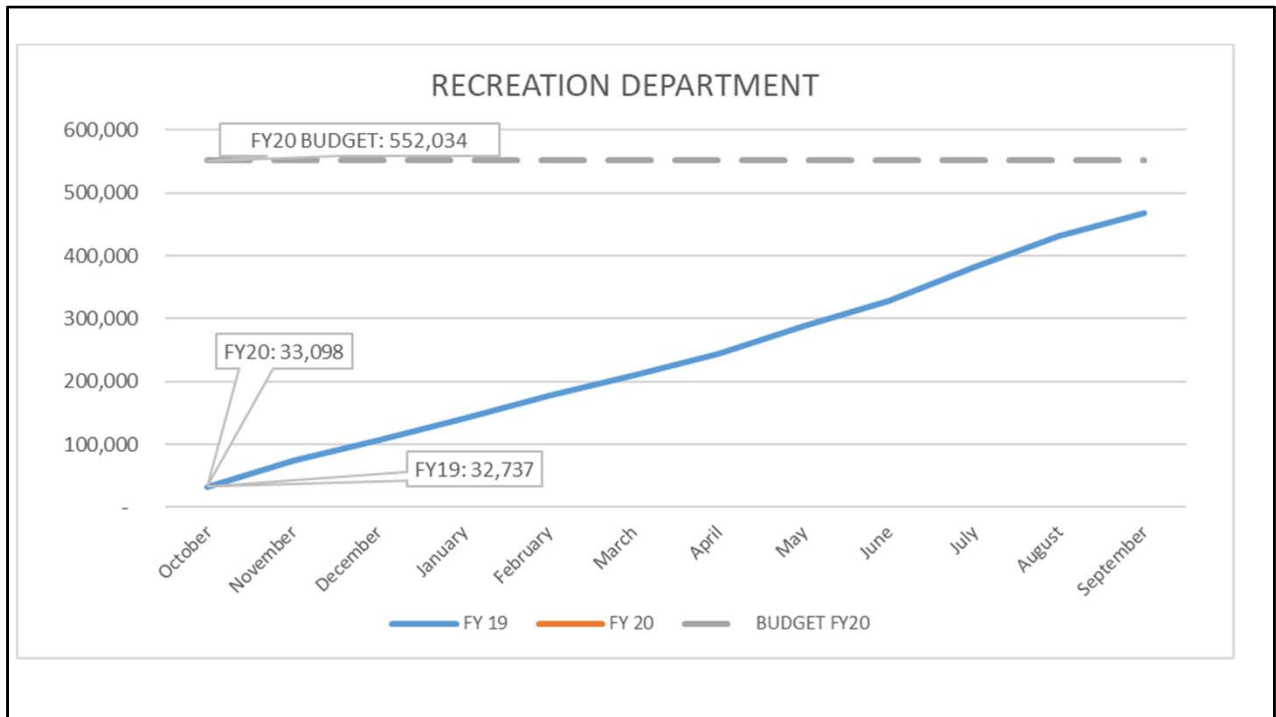
The Police Department expenditures are up \$3,514 (2.6%) FYTD.



The Fire & Rescue Department expenditures are down \$116,378 (39.6%) FYTD. This decrease is due largely to the open position and also the timing of certain contractual payments in FY 19.

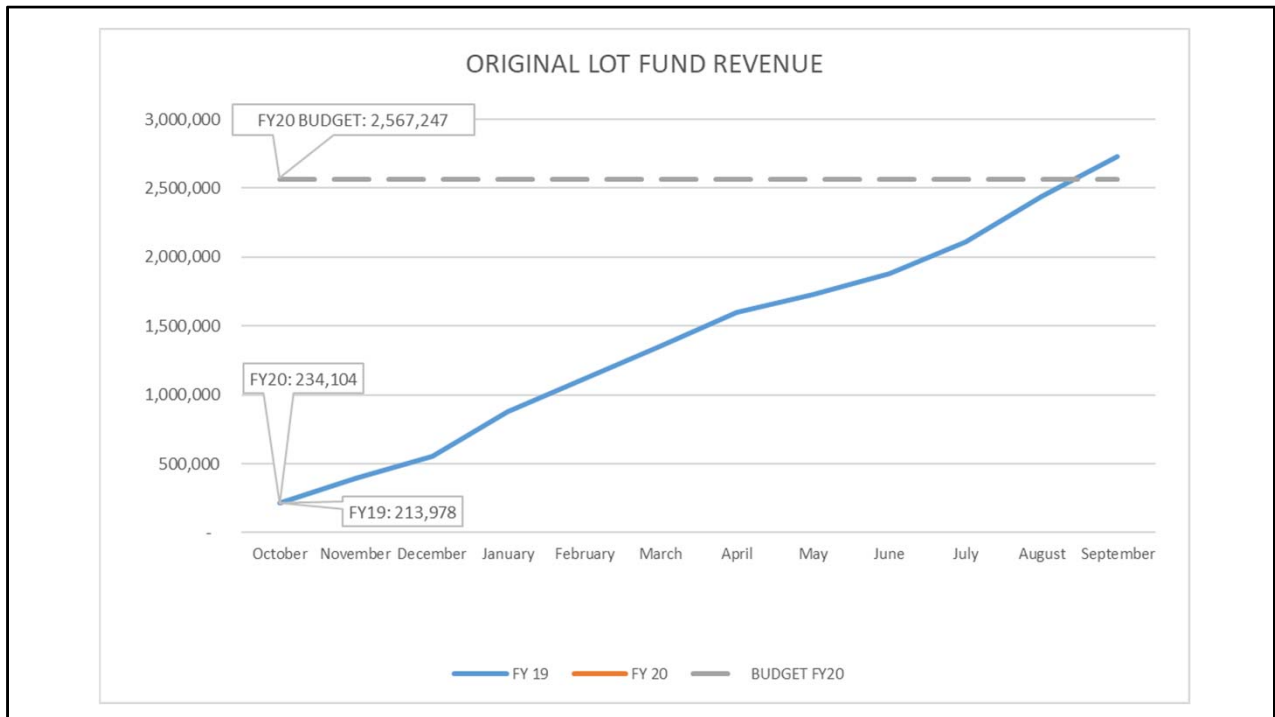


The Streets Department expenditures are up \$35,104 (43.6%) FYTD. This increase is due to salary and benefit expenditures as the department has filled previously vacant positions.

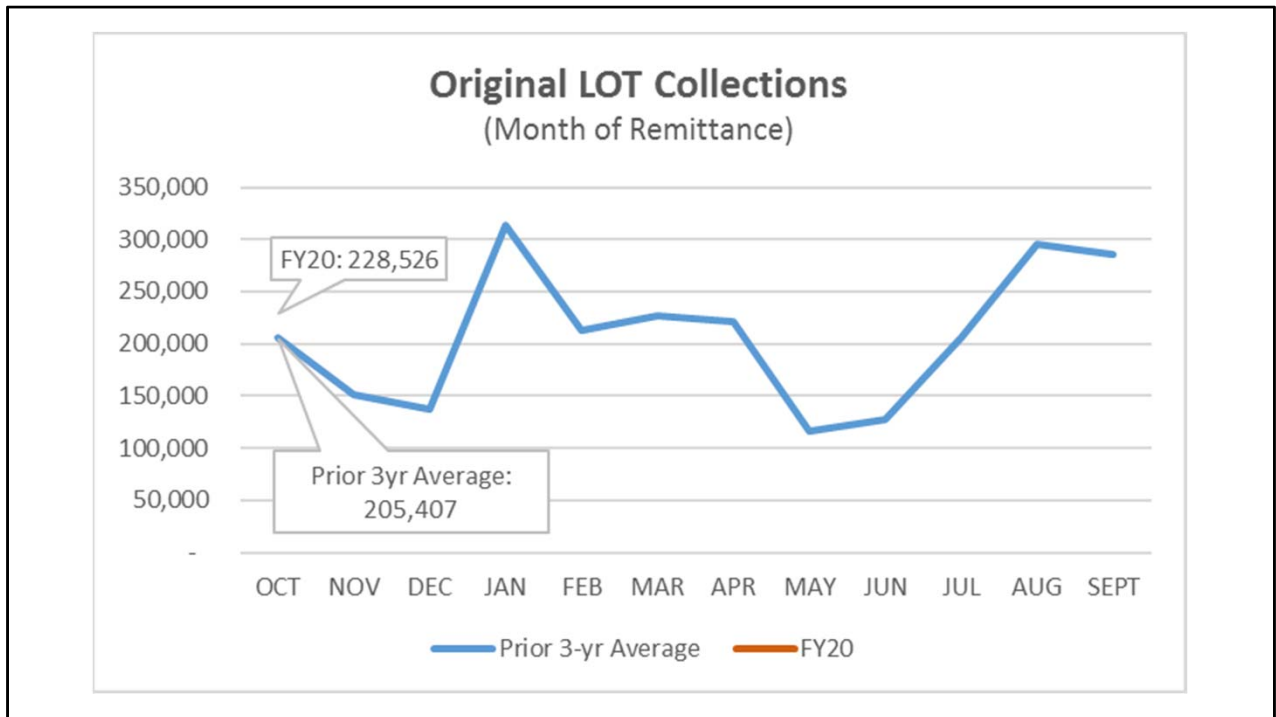


The Recreation Department expenditures are up \$361 (1.1%) FYTD.

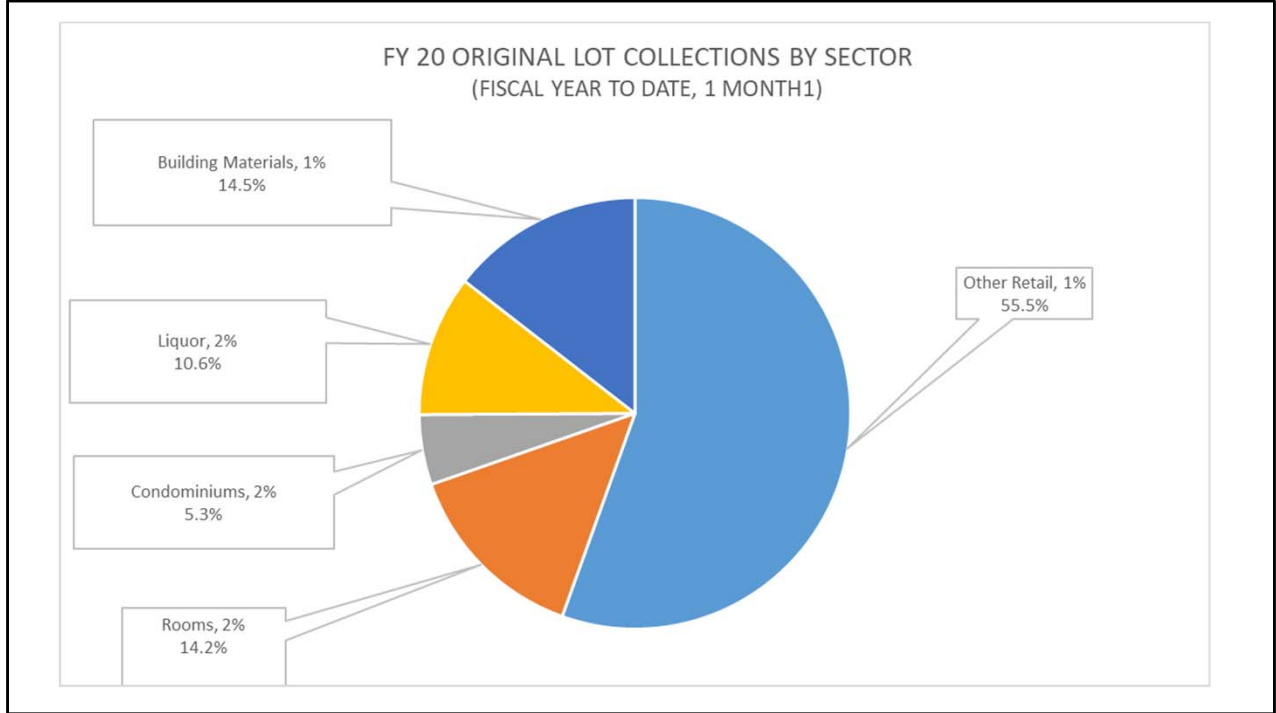
LOT Analysis



Revenue to the Original LOT Fund is up approximately \$20,126 (9.4%) FYTD due to greater tax receipts.

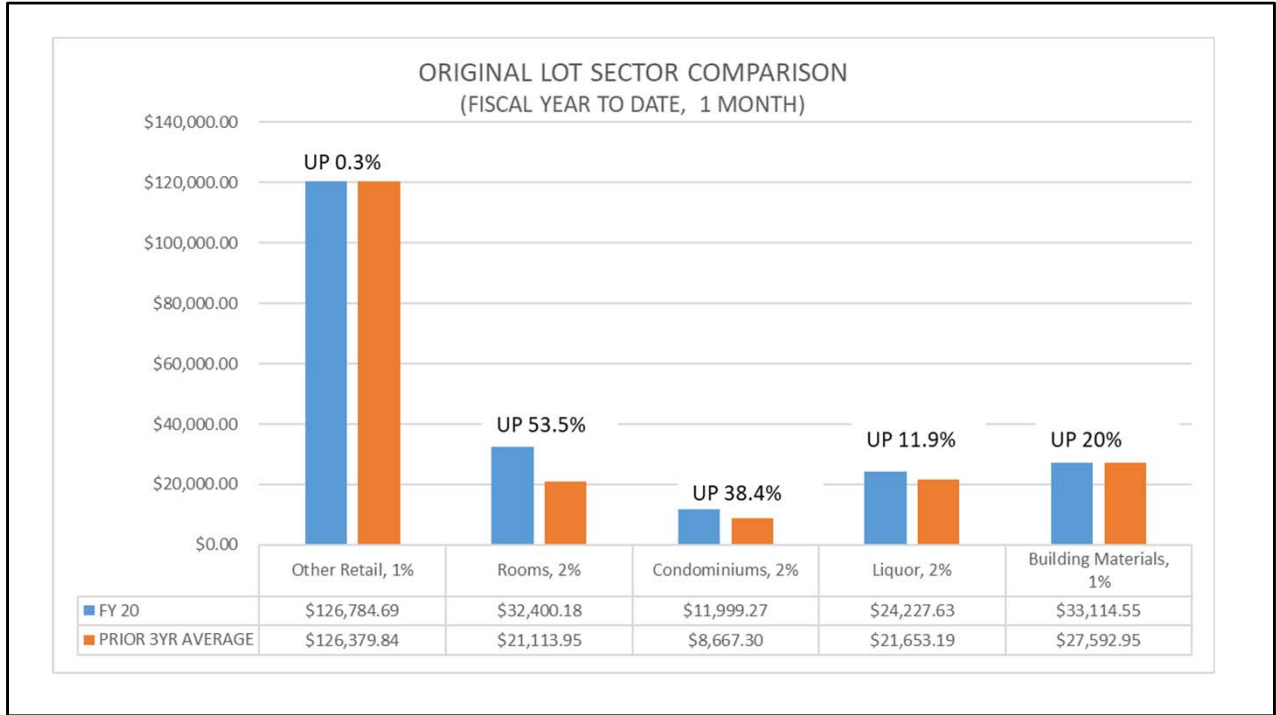


Revenues from Original LOT covered sales are up approximately 11.3% over the average of the prior three years.



To date in FY 20 (1 months), Original LOT collections have been generated by each sector as follows:

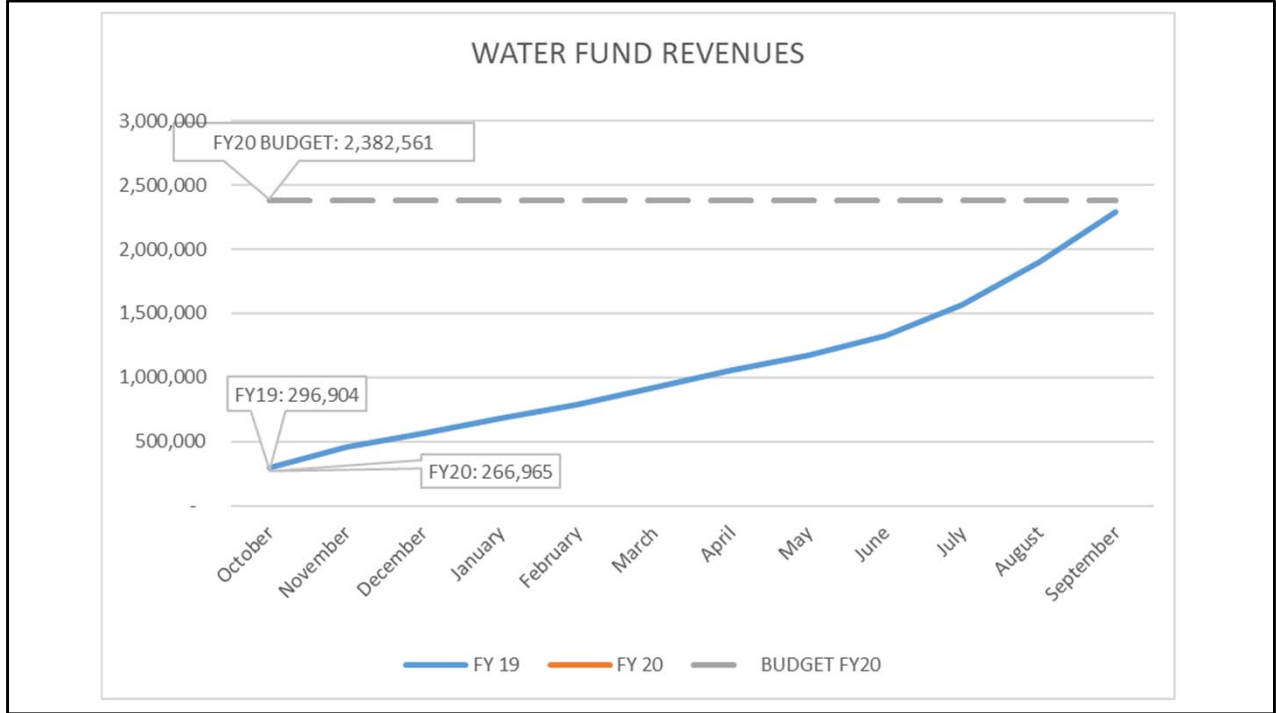
1. Retail has generated 55.5% of the total.
2. Building Materials have generated 14.5%.
3. Liquor has generated 10.6%.
4. Rooms have generated 14.2%.
5. Condominiums have generated 5.3%.



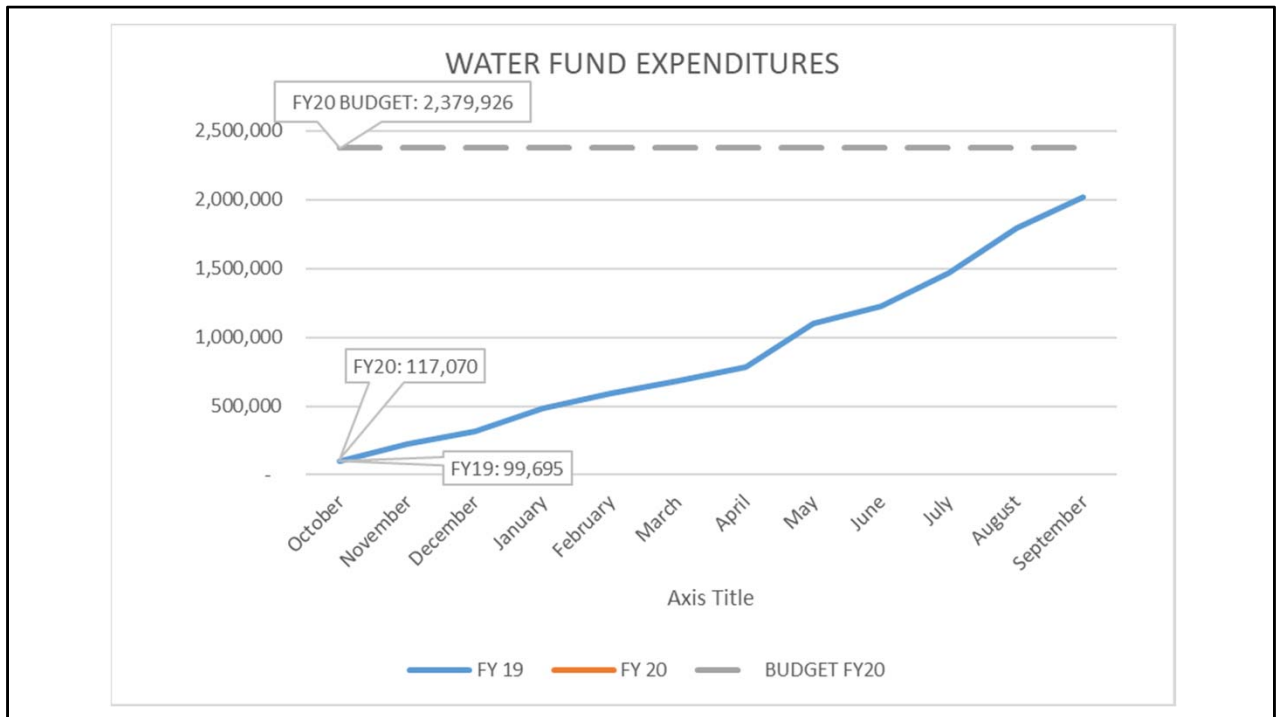
Through the first 1 months of FY 20, collections compared to the prior three-year average are as follows:

1. Retail is up 0.3%.
2. Rooms are up 53.5%.
3. Condominiums are up 38.4%
4. Liquor is up 11.9%.
5. Building Materials are up 20%.

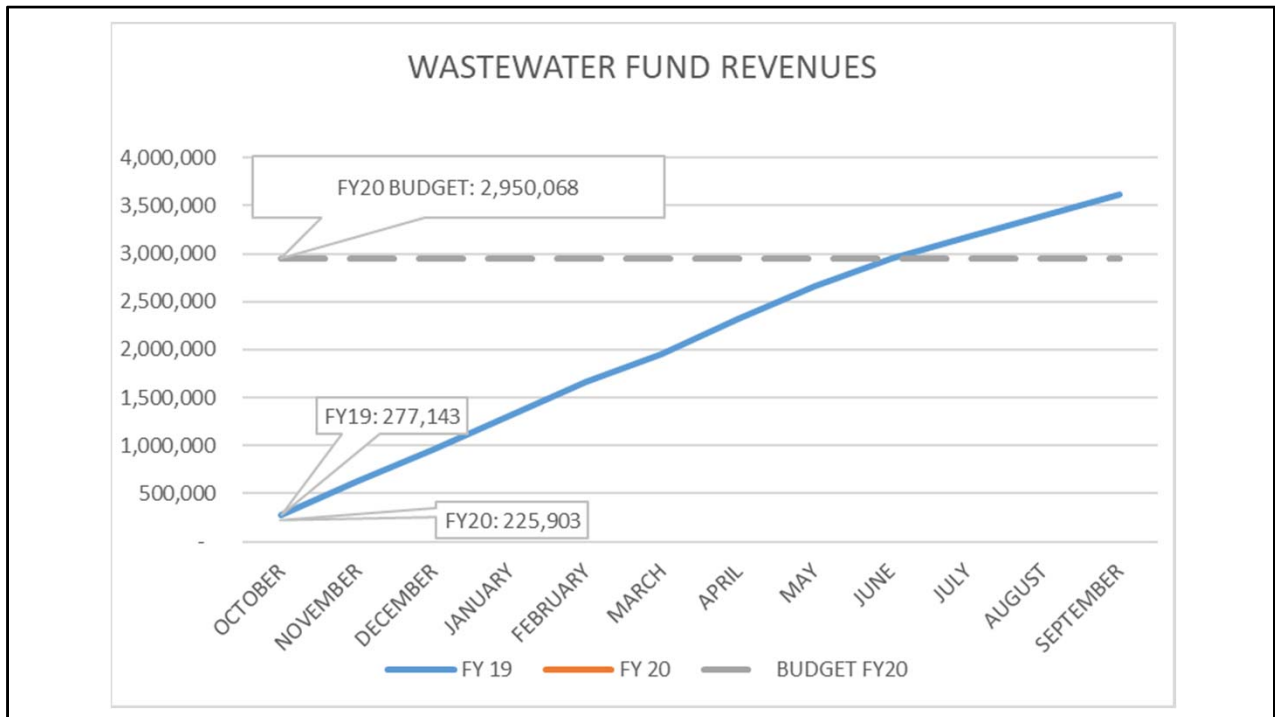
Enterprise Funds



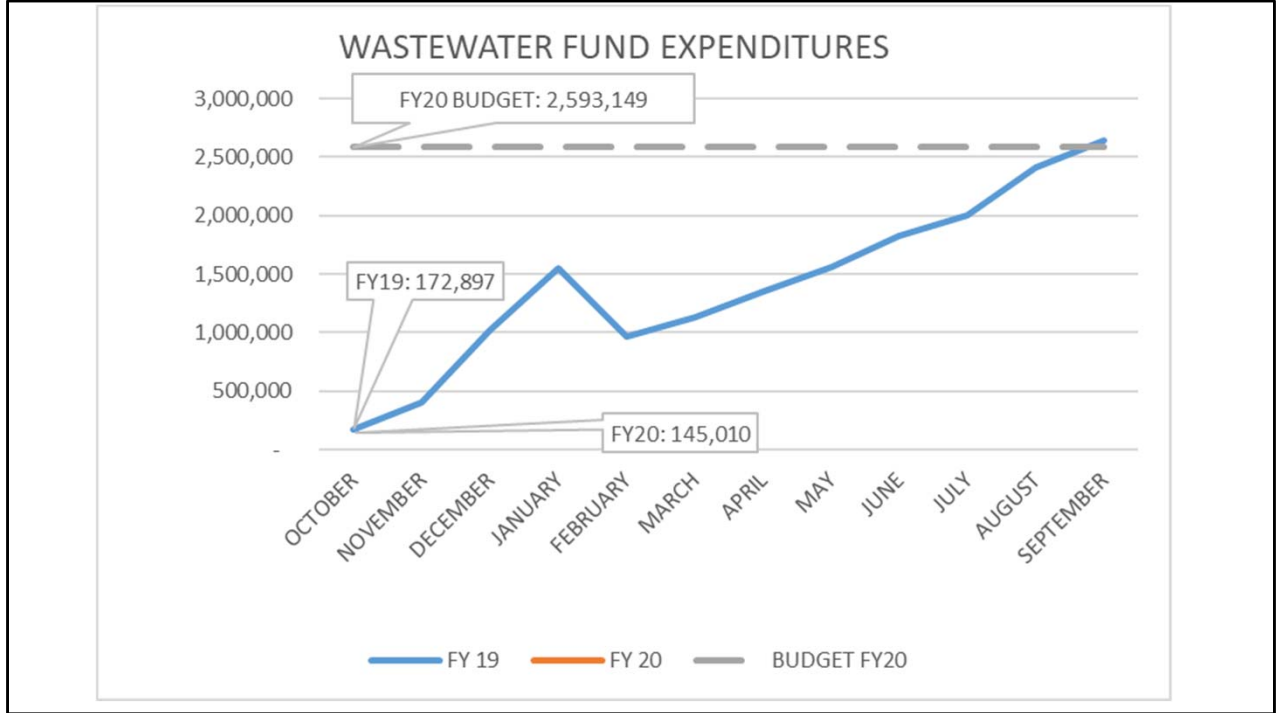
The Water Fund revenues are down \$29,939 (10.1%) FYTD.



The Water Fund expenditures are up \$17,375 (17.4%) FYTD. This increase is largely due to transfers to water capital improvement funds for Ketchum Spring Water Project.

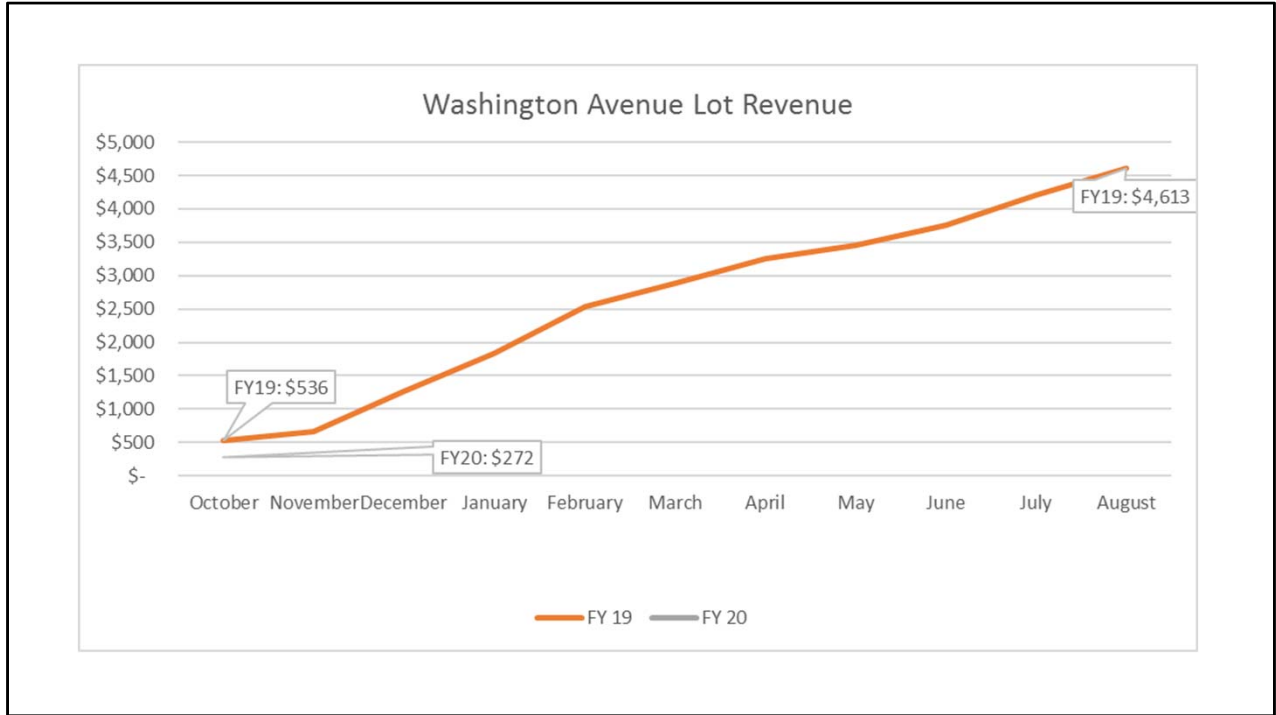


The Wastewater Fund revenues are down \$51,240 (18.5%) FYTD. This decrease is due to lower reimbursements from the Sun Valley Water and Sewer District for the now complete Headworks project.

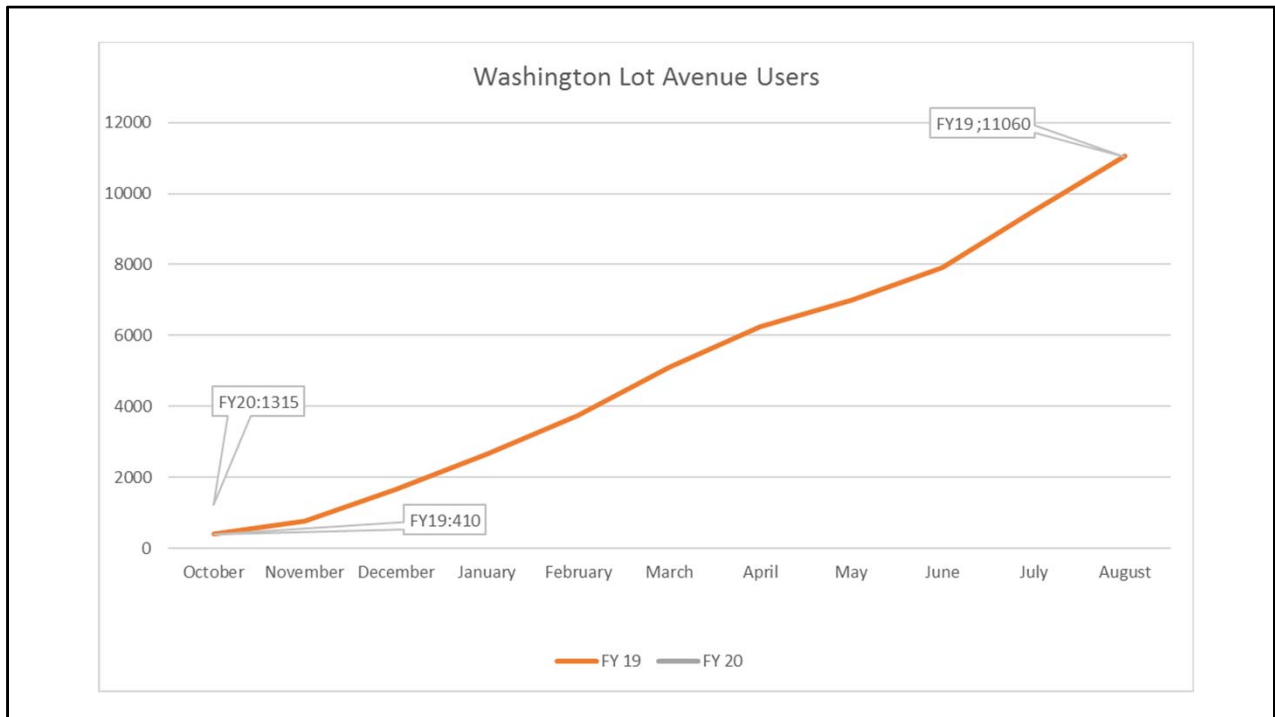


The Wastewater Fund expenditures are down approximately \$27,887 (16.1%) FYTD. The decrease is largely due to lower contracted expenditures in FY20.

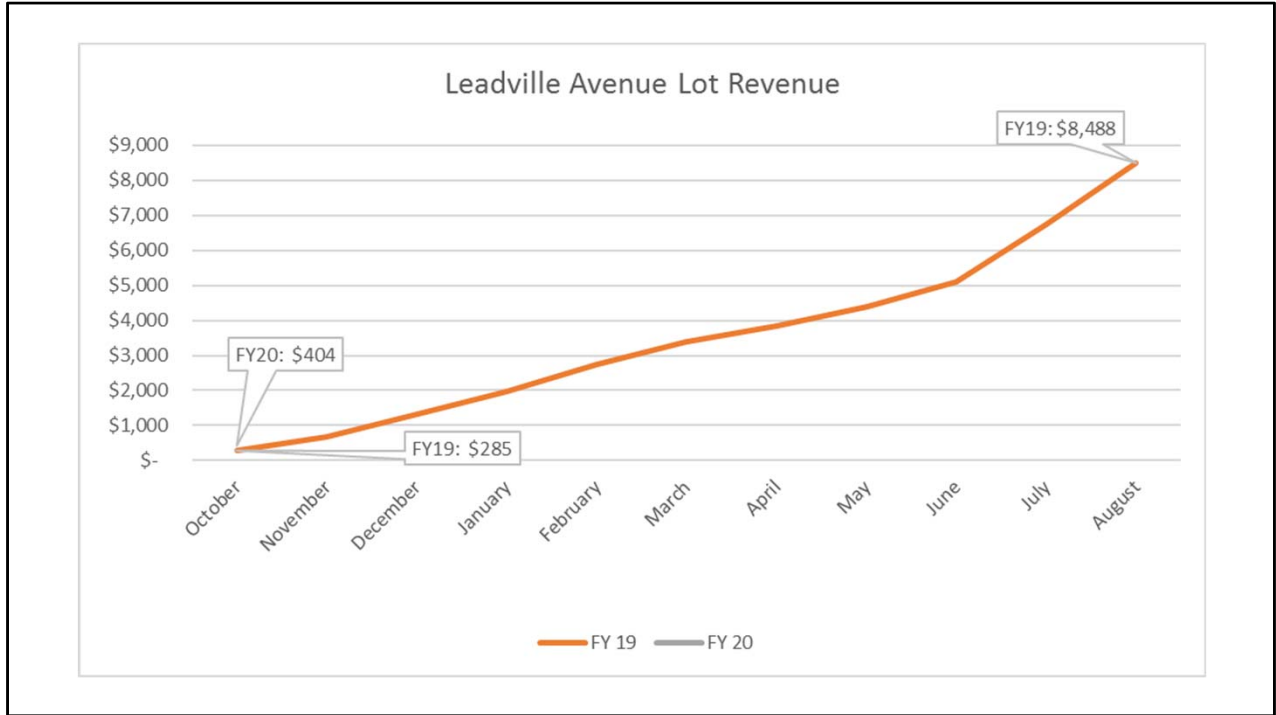
Off-Street Parking Lots



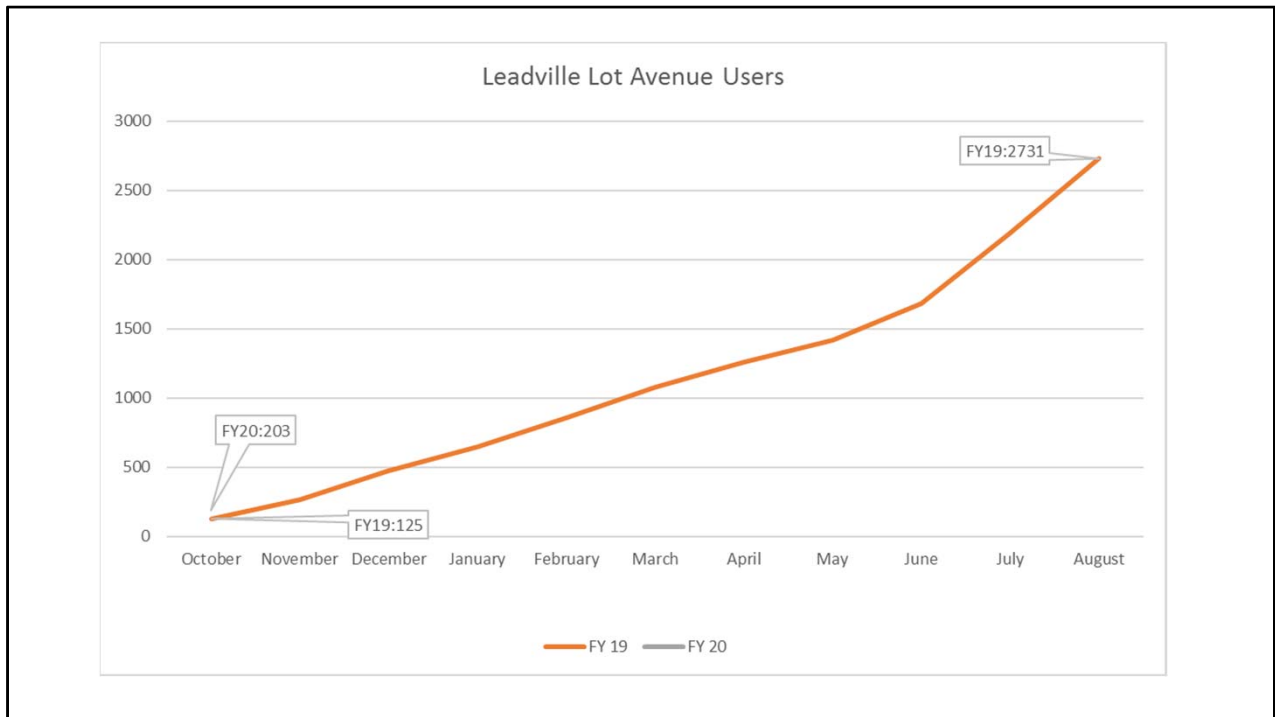
In the fiscal year to date, revenues at the Washington Avenue parking lot are down \$264 (49.3%) relative to the prior year.



In the fiscal year to date, the number of transactions registered at the Washington Avenue parking lot is up 905 (220.7%) relative to the prior year.



In the fiscal year to date, revenues at the Leadville Avenue parking lot are up \$119 (41.7%) relative to the prior year.



In the fiscal year to date, the number of transactions registered at the Leadville Avenue parking lot is up 78 (62.4%) relative to the prior year.



City of Ketchum

November 18, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Alcohol Beverage Licenses

Recommendation and Summary

Staff is recommending the council to approve the license and adopt the following motion:

I move to approve Alcohol Beverage Licenses for the applicant included in the staff report.

The reasons for the recommendation are as follows:

- Ketchum Municipal Code Requires certain licenses to sell liquor, beer or wine.
- At this time, the application is for the period of November 1, 2019 – July 31, 2020, the Council approval is requested to complete the process of issuing such beer, wine and liquor licenses.

Introduction and History

In accordance with Municipal Code 5.04.020, Alcoholic Beverage Sales, it is unlawful for any person to sell liquor, beer, or wine at retail or by the drink within the City without certain licenses as required pursuant to Ordinance 367. All City licenses for liquor, beer, and wine expire annually and require renewal by August 1st. The businesses will be vending beer, wine and liquor on premise (wine is included in the liquor fees) and not to be consumed on premise, per application.

Analysis

At this time, the following business has filed for their license and Council approval is requested to complete the process of issuing such beer, wine and liquor licenses.

Financial Impact

- The City of Ketchum will realize revenue of \$300.06 from approval of these licenses in accordance with the current fee structure.

| <u>Company</u> | <u>Beer Consumed on Premises</u> | <u>Beer Not to be Consumed on Premises</u> | <u>Wine Consumed on Premises</u> | <u>Wine Not to be Consumed on Premises</u> | <u>Liquor</u> | <u>Approved by Council for 2019-20</u> |
|----------------|----------------------------------|--|----------------------------------|--|---------------|--|
| TNT Taproom | X | | X | | | 11/18/2019 |

Sincerely,

Grant Gager
Director of Finance and Internal Services
Attachments: Alcohol applications



City of Ketchum

Beer, Wine & Liquor-by-the Drink License Application

Submit completed application and fees below to the City Clerk Office, PO Box 2315, 480 East Ave. N., Ketchum, ID 83340. If you have questions, please contact Business License & Tax Specialist, Kathleen Schwartzenberger at taxes@ketchumidaho.org or (208) 726-3841.

| APPLICANT INFORMATION | | |
|--|---|--|
| Applicant Name: TNT Taproom LLC | | Doing Business As: TNT Taproom |
| Physical Address where license will be displayed: 271 East Sun Valley Road, Ketchum, Idaho 83340 | | |
| Mailing Address: PO Box 3367, Ketchum, Idaho 83340 | | |
| Recorded Owner of Property: PM Lemman Investments, LLC | | |
| Applicant Phone Number: (760) 305-2008 | | Applicant Email: maxamuslemman@gmail.com |
| STATE LICENSE NO: 27189 | (copy required) | COUNTY LICENSE NO: TBD (copy required) |
| Corporation: <input checked="" type="checkbox"/> | List names and addresses of corporation officers and/or partners: | |
| Partnership: <input type="checkbox"/> | Peter Maxwell Lemman | |
| Individual: <input type="checkbox"/> | 271 East Sun Valley Road | |
| If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho? | | |
| Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | | |
| BEER LICENSE FEES | | |
| <input checked="" type="checkbox"/> | Draft or Bottled or Canned Beer to be consumed on premises | \$200.00 150.03 |
| | Bottled or Canned Beer NOT to be consumed on premises | \$ 50.00 |
| WINE LICENSE FEES | | |
| <input checked="" type="checkbox"/> | Wine, to be consumed on premises | \$200.00 150.03 |
| | Wine, NOT to be consumed on premises | \$200.00 |
| LIQUOR LICENSE FEES | | |
| | Liquor by the Drink | \$560.00 |
| Total Fees Due | | \$ 300.06 |
| ADDITIONAL INFORMATION | | |
| Has the applicant, any partners of the applicant, any member of the applying partnership, the active manager of the applying partnership or any officer of the applying corporation been convicted of a violation of any law of the State of Idaho, or any other state, or of the United States regulating, governing, or prohibiting the sale of alcoholic beverages or intoxication liquor, and has any one of them within the last three years forfeited or suffered the forfeiture of a bond for his/her appearance to answer charges of any such violation? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | | |
| Applicant's Member was charged with a misdemeanor DUI that was reduced to reckless driving in Washington State in 2015. | | |
| Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within the last five years? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | | |

Applicant agrees to observe all City ordinances, laws and conditions imposed. Applicant agrees to defend, hold harmless and indemnify the City of Ketchum, its officers and employees from all liability claims, suits and costs arising from incidents or accidents occurring under this permit. Applicant certifies that s/he has read and examined this application and that all information contained herein is true and correct.

The undersigned hereby acknowledges and consents that the License(s) requested are subject to the provisions of the Ketchum Municipal Code, Title 5, Chapter 5.04 (amended by Ordinance 882), City of Ketchum, Idaho, Blaine County.

[Signature] Owner
Applicant Signature Relation to Business Member/Manager

November 8, 2019
Date

Subscribed and sworn to (or affirmed) before me this 8th day of November, 2019.

[Signature]
Notary Public or City Clerk or Deputy

| OFFICIAL USE ONLY | | |
|---|-----------|--|
| 11-8-19 | \$ 300.06 | |
| <p>To the City Council, Ketchum, Idaho; The undersigned, a Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/>, does hereby make application for a license to sell during the year of <u>August 1, 19</u> - July 31, <u>20</u>. <u>Now</u></p> | | |
| <p>Approved by City of Ketchum Idaho by;</p> <p>_____</p> <p>Mayor</p> | | |

Nov 18, 19.



City of Ketchum

November 18, 2019

Mayor Neil Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

2020 Ketchum City Council Meeting Dates

Introduction and History

Each year pursuant to Idaho Code § 67-2343(1), the Ketchum City Council establishes the regular City Council meeting dates for the upcoming calendar year.

Recommendation and Motion

"I move to approve Resolution Number 19-026 establishing the dates for all regular City Council meeting for 2020"

Summary of Request

It has been determined that listing all regular meetings to be held in 2020 would be beneficial to the residents of and visitors to the City of Ketchum.

Financial Impact

There is no financial impact.

Sincerely,

Robin Crotty
City Clerk

RESOLUTION NUMBER 19-026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO, ESTABLISHING THE DATES FOR ALL REGULAR CITY COUNCIL MEETINGS FOR 2020.

WHEREAS, regular meetings of the City Council shall be held on the first and third Mondays of each month at 4:00 p.m. at Ketchum City Hall unless such date is a holiday, in which the meeting shall be held on the following Tuesday; and

WHEREAS, pursuant to Idaho Code §67-2343(1), any public agency that holds meetings at regular intervals of at least once per calendar month scheduled in advance over the course of the year may satisfy this meeting notice by giving meeting notices at least once each year of its regular meeting schedule; and

WHEREAS, the City Council has determined that listing all regular meetings to be held in 2020 would be beneficial to the residents of and visitors to the City of Ketchum.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO that the regular meetings of the City Council for 2020 are as follows:

| | | |
|-----------------------------|--|-----------------------------|
| January 6, 2020 | | July 6, 2020 |
| January 21, 2020 (Tuesday) | | July 20, 2020 |
| February 3, 2020 | | August 3, 2020 |
| February 18, 2020 (Tuesday) | | August 17, 2020 |
| March 2, 2020 | | September 8, 2020 (Tuesday) |
| March 16, 2020 | | September 21, 2020 |
| April 6, 2020 | | October 5, 2020 |
| April 20, 2020 | | October 19, 2020 |
| May 4, 2020 | | November 2, 2020 |
| May 11, 2020 | | November 16, 2020 |
| June 1, 2020 | | December 7, 2020 |
| June 15, 2020 | | December 21, 2020 |

This Resolution will be in full force and effect upon its adoption this ___ day of _____, 2019

CITY OF KETCHUM, IDAHO

Neil Bradshaw, Mayor

ATTEST:

Robin Crotty
City Clerk



City of Ketchum

November 4, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Consideration of Resolution #19-025, establishing 2020 Ketchum Planning and Zoning Commission Meeting Dates

Recommendation

Recommend that the City Council move to:

Approve Resolution Number 19-025 setting the 2020 regular meeting dates of the Planning and Zoning Commission and authorizing the Mayor to sign said resolution

Introduction/History

Each year the City Council passes a resolution setting the dates for the regular Planning and Zoning Commission meetings.

Current Report

Attached is Resolution Number 19-025 setting the regular Planning and Zoning Commission meeting dates for 2020.

Financial Requirement/Impact

The City of Ketchum fiscal year 2019/2020 budget has appropriated \$17,000 for compensation of Planning and Zoning Commission members for their time and expertise. This budgeted amount is adequate to cover expenses for the Commission in this Fiscal Year.

Attachments

Copy of Resolution 19-025

RESOLUTION NO. 19-025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO,
ESTABLISHING THE DATES FOR ALL REGULAR PLANNING AND ZONING COMMISSION MEETINGS
FOR 2020.

WHEREAS, regular meetings of the Planning and Zoning Commission shall be held on the second Monday of each month at 4:00 PM at Ketchum City Hall unless such date is a holiday, in which the meeting shall be held on the Tuesday immediately following the holiday; and,

WHEREAS, pursuant to Idaho Code § 67-2343(1), any public agency that holds meetings at regular intervals of at least once per calendar month scheduled in advance over the course of the year may satisfy this meeting notice by giving meeting notices at least once each year of its regular meeting schedule; and,

WHEREAS, the City Council has determined that listing all regular meetings of the Planning and Zoning Commission to be held in 2020 would be beneficial to the residents of and visitors to the City of Ketchum.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO that the regular meetings of the Planning and Zoning Commission for 2020 are as follows:

- Monday, January 13th
- Monday, February 10th
- Monday, March 9th
- Monday, April 13th
- Monday, May 11th
- Monday, June 8th
- Monday, July 13th
- Monday, August 10th
- Monday, September 14th
- Monday, October 12th
- Tuesday, November 9th
- Monday, December 14th

This Resolution will be in full force and effect upon its adoption this 14th day of October 2019

CITY OF KETCHUM, IDAHO

Mayor Neil Bradshaw

Attest:

Robin Crotty
City Clerk

RESOLUTION NO 19-025



City of Ketchum

November 18, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

**Recommendation To Adopt Resolution No 19-028
Accepting the Canvassed Election Results
From the Blaine County Board Of Commissioners**

Recommendation and Summary

Staff is recommending the council accept the canvassed election results from the Blaine County Commissioners by adopting the following motion:

"I move to adopt Resolution No. 19-028 accepting the canvassed election results from the Blaine County Board of Commissioners and proclaiming the results of the General Election held in the City of Ketchum, Idaho, on Tuesday, November 5, 2019, as final"

The reasons for the recommendation are as follows:

- Section 50-412 establishes a requirement that the tabulation of votes and canvass of elections by the County Commissioners "shall be entered in the minutes of City Council proceedings."

Introduction and History

Chapter 4 of Title 50 of the Idaho Statutes provides for the conduct of municipal elections. A general election was held on November 5, 2019, in accordance with the provisions of that chapter for the purposes of electing two City Councilors. Additionally, a question was put to voters concerning a bond issuance to support construction of a fire station.

Section 50-412 establishes a requirement that the tabulation of votes and canvass of elections by the County Commissioners "shall be entered in the minutes of City Council proceedings." Resolution 19-028 is before the Council to satisfy that requirement.

Analysis

The results of the election are included in Resolution 19-028.

Financial Impact

There is no fiscal impact to accepting the vote tabulation and canvass of the County Commissioners.

Attachments:

Resolution 19-028

RESOLUTION NO. 19-028

A RESOLUTION OF THE CITY OF KETCHUM, IDAHO, ACCEPTING THE CANVASSED ELECTION RESULTS FROM THE BLAINE COUNTY BOARD OF COMMISSIONERS AND PROCLAIMING THE RESULTS OF THE GENERAL MUNICIPAL ELECTION HELD IN SAID CITY ON TUESDAY NOVEMBER 5, 2019, AS FINAL.

WHEREAS, consolidation of elections became effective January 1, 2011. Pursuant to Section 34-1401, Idaho Code, all municipal elections shall be conducted by the county clerk of the county wherein the city lies, and elections shall be administered in accordance with the provisions of Title 34, Idaho Code.

WHEREAS, all candidates for City Council for the City of Ketchum, Idaho, have heretofore been nominated as provided by law, said nominees being as follows:

FOR CITY COUNCIL
FOUR-YEAR TERM
(Vote for Two)

Michael David
Mickey Garcia
Jim Slanetz
Jen Smith

WHEREAS, a bond election was duly held on November 5, 2019

WHEREAS, the City Council presented the following question to the voters:

SHALL THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO BE AUTHORIZED TO INCUR AN INDEBTEDNESS AND ISSUE AND SELL ITS GENERAL OBLIGATION BONDS, IN ONE OR MORE SERIES OF BONDS, IN AN AGGREGATE PRINCIPAL AMOUNT FOR ALL SUCH BONDS OF NOT MORE THAN \$11,500,000, OR SO MUCH THEREOF AS MAY BE NECESSARY, FOR THE PURPOSE OF PROVIDING FUNDS WITH WHICH TO CONSTRUCT AND EQUIP A NEW FIRE STATION AND ACQUIRE CERTAIN FIREFIGHTING EQUIPMENT, WITH EACH OF SAID SERIES OF BONDS TO BE PAYABLE ANNUALLY OR AT SUCH LESSER INTERVALS AS DETERMINED BY FUTURE RESOLUTIONS OR ORDINANCES OF THE CITY, AND TO MATURE SERIALLY WITH THE FINAL INSTALLMENT TO FALL DUE WITHIN TWENTY-FIVE (25) YEARS FROM THE DATE OF EACH OF SAID SERIES OF BONDS, AND TO BEAR INTEREST AT A RATE OR RATES TO BE DETERMINED BY FUTURE RESOLUTIONS OR ORDINANCES OF THE CITY, ALL AS PROVIDED IN THE ORDINANCE OF THE CITY ADOPTED ON SEPTEMBER 3, 2019.

YES, IN FAVOR OF ISSUING GENERAL OBLIGATION BONDS FOR THE PURPOSES STATED IN THE ORDINANCE OF THE CITY ADOPTED SEPTEMBER 3, 2019()

NO, AGAINST ISSUING GENERAL OBLIGATION BONDS FOR THE PURPOSES
 STATED IN THE ORDINANCE OF THE CITY ADOPTED ON
 SEPTEMBER 3, 2019.....()

The following information is required by §34-439, Idaho Code:

The purpose for which the proposed bonds are to be used, the date of the special municipal bond election (November 5, 2019), and the principal amount of the bonds are set forth above on the ballot or in the proposition. The interest rate anticipated on the proposed bonds based on current market rates is 3.15% per annum. The total amount to be repaid over the life of the proposed bonds, principal and interest, based on the anticipated interest rate, is estimated to be \$16,933,550, consisting of \$11,500,000 in principal and \$5,433,550 in interest. The estimated average annual cost of the proposed bonds based on current market conditions is a tax of \$20.52 per \$100,000 of taxable assessed value, per year. The proposed bonds will mature within twenty-five (25) years from the date of each series of bonds. The total existing general obligation indebtedness of the City, including interest accrued as of November 5, 2019 is \$283,221. The total existing indebtedness of the City, including interest accrued as of November 5, 2019, is \$5,123,622.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF
 THE CITY OF KETCHUM, IDAHO:

The said election was duly held during the hours prescribed at the polling place designated. The Official Ballots prepared and distributed by the Blaine County Clerk, were used by the Voters at said Election for casting their votes.

The Blaine County Board of Commissioners canvassed the November 5, 2019 Election Results on November 7, 2019. Attachment A has Election Results by Precinct and Election Statistics by Precinct.

The City Council of the City of Ketchum, Idaho, hereby accepts the canvassed election results from the Blaine County Board of Commissioners and proclaims the results of the General Municipal Election held in the City of Ketchum, Idaho, on Tuesday, November 5, 2019, as final.

ABSTRACT

| <u>CITY COUNCIL</u> | <u>TOTAL VOTES</u> |
|----------------------------|--------------------|
| Michael David | 700 |
| Mickey Garcia | 101 |
| Jim Slanetz | 604 |
| Jen Smith | 524 |
| Special Municipal Bond Yes | 697 |
| Special Municipal Bond No | 338 |

ABSTRACT

| | |
|---|--------|
| Registered Voters at Cutoff | 2449 |
| Early Voting Election Day Registration | 7 |
| Election Day Registrants from Polls | 82 |
| Total Registered Voters | 2538 |
| Percent of Registered Voters that Voted | 41.77% |
| | |
| Absentee Ballots Cast | 191 |
| Ballots Cast on Election Day | 869 |
| Total Number of Ballots Cast | 1060 |

PASSED BY THE CITY COUNCIL 18th day of November 2019.

SIGNED BY THE MAYOR AND THE CITY CLERK this 18th of November 2019.

Neil Bradshaw
Mayor

ATTEST:

Robin Crotty
City Clerk

BLAINE COUNTY, IDAHO
 OFFICIAL ELECTION CANVASS NOVEMBER 5, 2019

| | Sun Valley Mayor | Sun Valley City Council | |
|------------------|--------------------|-------------------------|----------------------|
| Precinct | Peter M. Hendricks | Jane Conard | Michelle D. Griffith |
| 002 - Sun Valley | 139 | 134 | 137 |
| Early Voting | 18 | 19 | 16 |
| Absentee | 9 | 10 | 9 |
| Total | 166 | 163 | 162 |

BLAINE COUNTY, IDAHO
OFFICIAL ELECTION CANVASS NOVEMBER 5, 2019

| Precinct | Ketchum City Council | | | | Special Municipal Bond Election | |
|-------------------|----------------------|---------------|-------------|------------|---------------------------------|------------|
| | Michael David | Mickey Garcia | Jim Slanetz | Jen Smith | Yes | No |
| 003 North Ketchum | 262 | 35 | 210 | 196 | 253 | 132 |
| Early Voting | 36 | 14 | 38 | 45 | 42 | 27 |
| Absentee | 21 | 2 | 22 | 16 | 26 | 7 |
| 004 South Ketchum | 326 | 45 | 287 | 224 | 315 | 151 |
| Early Voting | 48 | 4 | 42 | 38 | 52 | 20 |
| Absentee | 7 | 1 | 5 | 5 | 9 | 1 |
| Total | 700 | 101 | 604 | 524 | 697 | 338 |

BLAINE COUNTY, IDAHO
OFFICIAL ELECTION CANVASS NOVEMBER 5, 2019

| Precinct | Hailey Mayor | Hailey Council Seat 3 | | Hailey Council Seat 4 | |
|-------------------|--------------|-----------------------|-------------|-----------------------|---------------|
| | Martha Burke | Jeffrey L. Engelhardt | Sam Linnet | Pat Cooley | Juan Martinez |
| 007 - NW Hailey | 202 | 52 | 168 | 88 | 135 |
| Early Voting | 99 | 21 | 92 | 30 | 82 |
| Absentee | 3 | 0 | 3 | 1 | 2 |
| 008 - NE Hailey | 257 | 78 | 207 | 115 | 169 |
| Early Voting | 74 | 21 | 68 | 25 | 65 |
| Absentee | 5 | 2 | 4 | 1 | 5 |
| 009 - SW Hailey | 218 | 53 | 191 | 111 | 135 |
| Early Voting | 64 | 17 | 62 | 37 | 40 |
| Absentee | 3 | 0 | 4 | 2 | 2 |
| 010 - NW Woodside | 127 | 50 | 86 | 51 | 85 |
| Early Voting | 32 | 17 | 23 | 18 | 20 |
| Absentee | 2 | 2 | 1 | 2 | 1 |
| 011 - SE Woodside | 177 | 45 | 142 | 63 | 119 |
| Early Voting | 48 | 9 | 43 | 22 | 30 |
| Absentee | 5 | 2 | 3 | 4 | 1 |
| Total | 1316 | 369 | 1097 | 570 | 891 |

BLAINE COUNTY, IDAHO
 OFFICIAL ELECTION CANVASS NOVEMBER 5, 2019

| Bellevue Alderman | | | |
|-------------------|-----------------|---------------|---------------|
| Precinct | Kathryn Goldman | Chris Johnson | Shaun Mahoney |
| 013 - Bellevue | 202 | 188 | 198 |
| Early Voting | 16 | 17 | 18 |
| Absentee | 7 | 3 | 5 |
| Total | 225 | 208 | 221 |

BLAINE COUNTY, IDAHO
OFFICIAL ELECTION CANVASS NOVEMBER 5, 2019

| Carey City Council | | | |
|--------------------|------------|---------------|----------------|
| Precinct | Jon Hoopes | George Versis | Kirstin Cutler |
| 014 - Carey | 127 | 115 | 147 |
| Early Voting | 5 | 7 | 7 |
| Absentee | 3 | 1 | 1 |
| Total | 135 | 123 | 155 |

BLAINE COUNTY, IDAHO
 OFFICIAL ELECTION CANVASS NOVEMBER 5, 2019

| Precinct | BCSD Trustee Zone 1 | |
|----------------------|---------------------|-----------------|
| | Amber Larna | Alexis Lindberg |
| 012 Poverty Flat | 13 | 22 |
| Early Voting | 2 | 5 |
| Absentee | 0 | 4 |
| 013 - Bellevue | 50 | 142 |
| Early Voting | 3 | 19 |
| Absentee | 1 | 7 |
| 014 - Carey | 219 | 19 |
| Early Voting | 11 | 2 |
| Absentee | 1 | 2 |
| 015 Gannett / Picabo | 29 | 39 |
| Early Voting | 7 | 9 |
| Absentee | 0 | 2 |
| 016 Yale Mail Ballot | 3 | 0 |
| Total | 339 | 272 |

BLAINE COUNTY, IDAHO
 OFFICIAL ELECTION CANVASS NOVEMBER 5, 2019

| Precinct | Wood River Fire | |
|----------------------------|-----------------|-------------|
| | Dennis Kavanagh | Seth Martin |
| 05 Quigley / 06 Deer Creek | 72 | 35 |
| Early Voting | 20 | 17 |
| Absentee | 2 | 2 |
| 012 Poverty Flat | 37 | 22 |
| Early Voting | 10 | 1 |
| Absentee | 4 | 0 |
| 015 Gannett / Picabo | 11 | 10 |
| Early Voting | 13 | 4 |
| Absentee | 0 | 0 |
| Total | 169 | 91 |


BLAINE COUNTY, IDAHO
OFFICIAL ELECTION CANVASS NOVEMBER 5, 2019

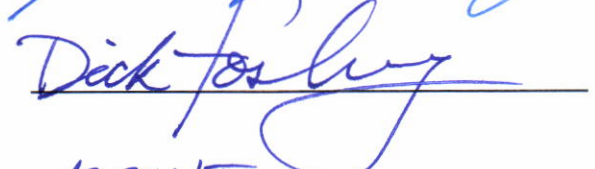
| | Total Number of Registered Voters at Cutoff | Early Voting Election Day Registrations | Election Day Registrants From Polls | Total Number of Registered Voters | Early Voting / Absentee Ballots Cast | Ballots Cast at Polls | Total Number of Ballots Cast | Percent of Registered Voters that Voted |
|---------------------|---|---|-------------------------------------|-----------------------------------|--------------------------------------|-----------------------|------------------------------|---|
| Sun Valley | 1108 | 2 | 8 | 1118 | 33 | 147 | 180 | 16.10% |
| Ketchum | 2449 | 7 | 82 | 2538 | 191 | 869 | 1060 | 41.77% |
| Hailey | 4370 | 32 | 74 | 4476 | 396 | 1088 | 1484 | 33.15% |
| Bellevue | 1158 | 4 | 11 | 1173 | 34 | 215 | 249 | 21.23% |
| Carey | 329 | 1 | 25 | 355 | 11 | 153 | 164 | 46.20% |
| Wood River Fire | 1809 | 2 | 8 | 1819 | 75 | 192 | 267 | 14.68% |
| BCSD Trustee Zone 1 | 2277 | 8 | 29 | 2314 | 78 | 542 | 620 | 26.79% |


STATE OF IDAHO
COUNTY OF BLAINE

} ss.

We, the commissioners of the county and state aforesaid, acting as a Board of Canvassers of Election, convened on November 7, 2019, do hereby state that the attached is a true and complete abstract of all votes cast within this county for the candidates and/or questions as they appeared at the election held on November 5, 2019, as shown by the records now on file in the County Clerk's office.



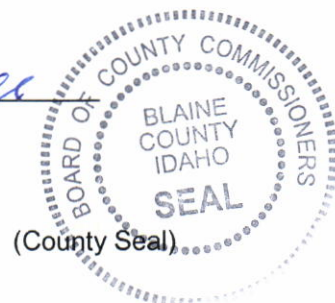




County Board of Canvassers

Attest: 

County Clerk





City of Ketchum

November 18, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Approve Joint Powers Agreement 20427 for Law Enforcement Services with Blaine County

Recommendation and Summary

It is recommended the council approve Contract 20427 and adopt the following motion:

I move to authorize the Mayor to approve Contract 20427 with Blaine County.

The reasons for the recommendation are as follows:

- This is an annual contract to provide law enforcement services
- Funding is provided in the FY 19/20 Budget

Introduction and History

The proposed contract has been approved by the Blaine Coty Commissioners. The next step is Ketchum City Council approval before the contact goes into effect.

Financial Impact

The contract is for the full amount requested by the Sheriff, \$1,503,560. The funding is available in the FY 19/20 adopted budget.

Attachment:
Contract 20427

JOINT POWERS AGREEMENT BETWEEN
BLAINE COUNTY AND THE CITY OF KETCHUM
RELATING TO LAW ENFORCEMENT SERVICES

This Agreement made and entered into this 22 day of October, 2019, by and between Blaine County, a political subdivision of the State of Idaho, (herein referred to as the "County") and the City of Ketchum, Idaho, (referred to herein as the "City" or "Ketchum").

WITNESSETH

WHEREAS, the Blaine County Sheriff's Office, (referred to herein as the "BCSO"), the County, and the City, each support unified law enforcement within Blaine County and, in particular, within the City to enhance the quality, depth and breadth of the law enforcement services; and

WHEREAS, the City desires to contract with the County for the performance of the hereinafter described law enforcement duties, and services;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is mutually agreed to between BCSO, the County, and Ketchum as follows:

1. Law Enforcement Services. The BCSO shall provide to Ketchum, the law enforcement services set forth below together with those services set forth in this Agreement (collectively referred to herein as "BCSO Law Enforcement Services").

1.1. City Services. The BCSO shall provide the following services within the City which consist of law enforcement and other related services provided by personnel assigned primarily for the benefit of the geographic areas within the boundaries of the City:

- a. Reactive patrol to enforce state law and City-adopted municipal ordinances and traffic codes and to respond to residents' and business complaints and calls for service;
- b. Proactive patrol to prevent and deter criminal activity;
- c. Traffic patrol to enforce applicable traffic codes;
- d. Investigation of crimes, infractions, and misdemeanors;
- e. Crime prevention, community policing, and involvement of BCSO law enforcement personnel in community events;
- f. Citation of violations of municipal ordinances pursuant to the police authority under Section 1.9(a) of this Agreement;
- g. Prosecution services for misdemeanor, infraction, and city ordinance violations originating within the City are expressly excluded from this agreement;

1.2. Support Services

The following support services shall be provided by the BCSO:

- a. Investigation services by deputies for felony crimes and misdemeanors. These deputies are supported by crime analysis, polygraph, identification, and evidence control.
- b. Critical Incident operational services.

1.3. Administrative Services

The BCSO shall provide administrative services including, without limitation, planning and statistics, subpoena control, training, accounting, payroll, personnel, media relations, fleet control, radio maintenance, purchasing, records, and inspections/internal investigations.

- a. The BCSO shall provide administrative services in line with law enforcement authority and, in general, will not provide investigative services for the city for civil matters; for example, personnel issues. These services may be performed at the request of the city in extraordinary circumstances at the discretion of the BCSO.

1.4. Method of Service

The BCSO shall keep the existing Ketchum City Police office open at its present location and shall staff same with a Ketchum Chief (with the rank Captain for BCSO), and ten (10) additional full-time law enforcement deputies and one (1) full-time administrative person, consistent with BCSO Staffing Chart attached hereto as Exhibit A. BCSO law enforcement deputies will be assigned to work primarily within the City under this agreement shall be deputies of the Ketchum office. Notwithstanding the foregoing, BCSO law enforcement deputies shall be authorized to patrol, issue citations, and investigate criminal activities within the Ketchum City limits.

- a. All BCSO deputies assigned to work primarily within the City of Ketchum shall be issued a City citation book and shall issue Ketchum citations for all traffic and misdemeanor offenses occurring within the City. All revenue received from citations issued and other revenues received within Ketchum shall be the sole property of Ketchum. Other funds received or property forfeited as a result of crimes or infractions occurring within the City shall become the sole property of Ketchum, unless such funds or forfeited property resulted from an interagency task force, including but not limited to, the Narcotics Enforcement Team.
- b. Employees transferred from Ketchum shall be assigned to the City and shall be dedicated to work within the City limits, subject to responses to assist another jurisdiction or BCSO unit in case of emergency. It will be the intent of BCSO to utilize employees transferred from Ketchum to perform the duties as addressed in this agreement. Ketchum understands that individual employees may request reassignment to BCSO duties outside of the City. In such cases, it shall be at the discretion of BCSO to grant or deny such requests.
- c. The BCSO shall exercise its best efforts to ensure that the number of such positions assigned to the City remains constant. The City recognizes that the deputies assigned to the City may be unavailable at times due to staffing shortages, training, vacation, sick leave, or other leave. Notwithstanding a deputy's absence, calls for service in the City will be responded to by appropriate BCSO personnel.

- d. Except as set forth in this Agreement, support and administrative services shall be provided to the City at the level, degree and type as customarily provided by the BCSO in Blaine County.
- e. All BCSO law enforcement personnel operating within Ketchum under this Agreement shall be adequately trained and supervised by BCSO.
- f. Certain vehicles operating in Ketchum under this Agreement shall have graphics with Ketchum identification. These vehicles shall be operated by the BCSO employees assigned to work primarily within the City of Ketchum. All signage, stationary, phone answering messages, and similar items shall identify the City as well as the BCSO. Any change in the graphic scheme of vehicles used for Ketchum law enforcement shall be approved by the Mayor.
- g. BCSO shall follow its officer response policy concerning the use of Ketchum assigned BCSO employees and Ketchum-owned equipment outside of the City.
- h. BCSO will continue to maintain a comprehensive community policing program for Ketchum. Such program will provide proactive involvement of BCSO deputies in the Ketchum community. Areas of involvement will include, but not necessarily be limited to, schools, businesses, bars and taverns, neighborhoods, community events, and community foot and bicycle patrols.
- i. In the event that Ketchum receives grant(s) that allow the hiring of additional city police officer(s), BCSO agrees to incorporate such officer(s) into its Ketchum staff even if, under grant conditions, Ketchum must directly employ such officer(s).
- j. Subject to an employee's right to work, in the event that this agreement is terminated, Ketchum shall have the right to hire BCSO employees who were assigned to the BCSO Ketchum division during the period of contracted service. If Ketchum elects to hire any such employees they shall do so without lapse of service to affected employees, and the absorption of associated vacation, sick leave, and comp time accruals will be facilitated in the same manner as addressed in this agreement but in reverse fashion (i.e. from the County to Ketchum).
- k. At a minimum, BCSO shall train all personnel assigned to the BCSO Ketchum Division to comply with State mandated training requirements.
- l. Personnel assigned to the BCSO Ketchum Division shall have the same opportunities for promotions as provided to all other BCSO employees and shall be considered for such positions as provided through BCSO's application process. In the event the Sheriff makes an appointment to the position of BCSO Ketchum Chief, he shall include in his considerations any member of the BCSO Ketchum Division who is trained and qualified for the position.

1.5. Special Provisions

- a. BCSO shall be responsible for the repair and preventive maintenance of all equipment, software, and accessories that are used in conjunction with the mobile computing program. This agreement does not supersede any Joint Powers Agreement that addresses these items (i.e. BCCLERMS agreement).
- b. The Blaine County Sheriff and BCSO Ketchum Chief shall consult with the Mayor, City Council, or City Administrator of Ketchum prior to any significant changes in law

enforcement. Also, they will consult with the Mayor and City Council with regard to law enforcement issues within the City, and with regard to long-range law enforcement planning for the City.

- c. The Mayor and City Administrator shall have direct access to the Blaine County Sheriff with regard to this Agreement and law enforcement generally within Ketchum.
- d. At the request of the City, BCSO will review and comment upon law enforcement impact and needs relative to subdivisions, annexations and other development proposals submitted to Ketchum.
- e. In the event of a major felony that occurs in Ketchum that requires financial resources beyond those provided in this agreement for routine crime processing and investigation, BCSO and Ketchum will develop a plan to provide the needed resources. Such plan may provide for the reprioritizing of existing financial resources as provided in this agreement, the provision of additional resources from Ketchum, or a combination of both. (This joint powers agreement does not absolve the City of financial impact of a major felony within the City of Ketchum.)

1.6. Reporting

- a. Reporting District: A reporting district coterminous with the City boundaries shall be maintained by BCSO to enable accurate data collection on law enforcement services and criminal activity.
- b. Notification of Criminal Activity: The BCSO will notify the Mayor or City Administrator in the event of a significant criminal occurrence within the City.
- c. Monthly Reports: The BCSO will report monthly on law enforcement activities, traffic incidents and criminal activity within the City. The BCSO Ketchum Chief will attend all regular meetings of the Ketchum City Council and any special council meeting called with regard to law enforcement issues at which his/her attendance is requested. The BCSO Ketchum Chief shall also attend all city management team meetings.

1.7. Personnel and Equipment

The BCSO is acting hereunder as independent contractors for the City so that:

- a. Control of Personnel: Control of personnel, standards of performance, discipline and all other aspects of performance shall be governed entirely by the BCSO. Allegations of misconduct shall be investigated in accordance with BCSO protocol.
- b. Status of Employees: All persons rendering service hereunder shall be for County employees employed by the BCSO.
- c. Liabilities: All liabilities for salaries, wages, any other compensation, employee injury or sickness, and employee complaints arising from services by the BCSO hereunder shall be the responsibility of the BCSO.
- d. Accrued Liabilities: Ketchum agrees to reimburse County for any and all accrued liabilities County pays as a result of the termination of this agreement. Payment is due and payable upon 30 days after the termination date.

- e. Provision of Personnel: The BCSO shall furnish personnel, equipment, materials, supplies and such resources and material in accordance with this Agreement and as necessary to provide the level of law enforcement service herein described. Ownership of equipment purchased by the BCSO shall be retained by the BCSO.

1.8. Ketchum Owned Property, and Evidence

- a. Property: Ketchum currently owns certain vehicles, equipment and other property (“Ketchum Property”) which the BCSO will use in the performance of this Agreement. Any new equipment and other property paid for by Ketchum as a specific capital acquisition line item in the annual budget paid for by Ketchum shall be the property of Ketchum. Upon the expiration or termination of this Agreement, all property owned by Ketchum shall be returned to the possession of Ketchum. BCSO shall maintain a written Inventory List of all Ketchum property. Ketchum shall maintain insurance on Ketchum-owned property.
- b. Evidence: BCSO shall maintain a written inventory list of all evidence that is taken in on behalf of the City for the purposes of carrying out this Agreement, which Inventory List of Ketchum Evidence shall remain in the possession and control of the BCSO. The transfer of the chain of custody of evidence shall be under the direction of the BCSO in accordance with law. The BCSO shall control and dispose of all evidence acquired under the terms of this Agreement in accordance with law.

1.9. City Responsibilities

In support of the BCSO providing the services described in this Agreement, the City agrees to the following:

- a. Municipal Police Authority: The City hereby confers municipal police authority on the BCSO and its deputies to enforce City and State laws within City boundaries, for the purposes of carrying out this Agreement. This municipal police authority is in addition to the authority presently utilized by the BCSO and shall not interfere with or limit the BCSO’S current authority in any way.
- b. Special Supplies: Except as otherwise expressly provided for herein, the City will supply at its own cost and expense any special supplies, stationery, notices, forms, and the like where such must be issued in the name of the City.
- c. Ketchum Building and Grounds: Ketchum will pay the utilities and casualty insurance on the current Police office building, and maintain the structural components of the building in a good state of condition and repair.
- d. Equipment: As described in paragraph 2(f) of this agreement, the City and representatives from the BCSO shall meet during the City’s annual budgeting process to assess equipment needs for providing services under this Agreement as part of the annual renegotiation of this Agreement.

2. Compensation and Budgeting

The City shall pay BCSO and the County for the BCSO Law Enforcement Services under this Agreement as follows:

- a. Total Cost: Total cost to be paid by Ketchum to the BCSO and the County for the Law Enforcement Services under this Agreement shall be the sum of \$1,483,049.
- b. Development of Budget Costs: Budget costs shall include, but not be limited to, salary, benefits and special pays, if any, for personnel providing the service, along with any associated clothing allowance, supplies, services, telephone, motor pool, systems services, insurance, equipment and associated administrative costs.
- c. Trust Account: County shall establish and maintain a trust account for the purpose of maintaining and tracking funds paid by Ketchum to County that are unspent during the fiscal year. County shall maintain a minimum of \$100,000 in the trust account. Upon completion and receipt of the County's annual audit, County shall refund to Ketchum any amounts in the trust account in excess of \$100,000 within 30 days. Upon termination of this agreement County shall retain, at its discretion but not to exceed three (3) years, a minimum of \$100,000 in the trust account to pay for liabilities incurred but not yet reported arising out of the services rendered under this agreement.
- d. Billing: In consideration for duties, services, and functions provided by BCSO as set forth in this Agreement, the City shall pay to the Office of the County Clerk the sum of \$1,483,049. for the term of this Agreement, which shall be paid in twelve (12) equal monthly installments due no later than the tenth day of each month. Payments shall be due on the tenth day of each month, commencing on the first month following the effective date of this Agreement.
- e. Interest Charge: In the event the City fails to make a monthly payment within fifteen (15) days of the payment due date as provided in paragraph 2(c), the City shall be responsible for paying the delinquent amount and an additional payment equal to the Prime Rate plus two percentage points on the delinquent amount for the entire period of the delinquency.
- f. Application for Additional Services: The City may request services for special events from the BCSO Ketchum Chief that are in addition to the services set forth in Paragraph 1.1 of this Agreement and shall give the BCSO Ketchum Chief and the BCSO reasonable notice of such a request. When such a request is made, the BCSO Ketchum Chief and the BCSO will not unreasonably withhold their approval of such additional services. City agrees to pay for any mutually agreed additional overtime, salary, special pay, benefits, equipment, supply or any other costs relating to or resulting from the provision of services for the requested special event.
- g. Budgeting: The Blaine County Sheriff and the BCSO Ketchum Chief shall meet with the Mayor, City Council, and City Administrator of Ketchum during the City's annual budgeting process to consult on the law enforcement needs of the City for the upcoming fiscal year and renegotiation of this Agreement.
- h. Forfeiture Trust: If a need arises to expend funds from the police trust account, the BCSO Ketchum Chief and the Blaine County Sheriff will meet with the Mayor and City Council for approval.

3. Term

This Agreement is effective upon authorization and signature by all parties, and the BCSO Law Enforcement Services and charges shall commence on the October 1, 2019. The agreement period

shall continue until September 30, 2020, and may, upon agreement of the parties, be renewed for additional one-year periods using the County's budgeting cycle of October 1st to September 30th of the following year. In the event the parties intend to renew, but a renewal agreement is not in place by October 1, 2020, all terms and conditions of this agreement shall continue in full force and effect until a renewal agreement is approved by the parties.

3.1. Termination Process

Each party may initiate a process to terminate this Agreement as follows:

- a. Notice of Termination: In the event either party hereto desires to terminate the Agreement prior to the expiration date, such party may do so by giving 120 days written notice to the other party.
- b. Transition Plan: Within 30 days of the receipt of such written termination notice, the parties shall complete a mutually agreed-upon transition plan providing for an orderly transition of responsibilities from the BCSO to the City. The transition shall be no more than 120 days from the date the termination notice is provided. The planning method should proceed along the lines of a project management approach to facilitate the joint planning process by the City and the BCSO. The overarching goal of the transition plan will be to ensure there is no disruption in service to the community. Each party shall bear its respective costs in developing the transition plan.

4. Indemnification

- a. City To Hold County Harmless: The County, its officers, agents, and employees, shall not be deemed to have assumed any liability for the acts of said City or any officers, agents or employees thereof, and the City hereby covenants and agrees to hold and save the County and all of its officers, agents, and employees harmless from all claims whatsoever that might arise against the County, its officers, agents, or employees, by reasons of any acts or failures to act on the part of the City, its officers, agents or employees.
- b. County to Hold City Harmless: The County hereby covenants to hold and save the City and all its officers, agents, and employees, harmless from all claims whatsoever that might arise against the City, its officers, agents, or employees by reason of any acts or failures to act on the part of the County, its officers, agents, or employees in the performance of the duties required by the terms of this Agreement. As expressed in Paragraph 1.7 of this Agreement, the BCSO Ketchum Chief and his staff are considered employees of the BCSO and County for purposes of this Agreement.
- c. Liability Related to City Ordinances, Policies, Rules and Regulations: In executing this agreement, the BCSO and the County do not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the County, the BCSO, or any combination of these entities, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

5. Audits and Inspections

The records and documents with respect to all matters covered by this Agreement shall be subject to inspection, review or audit by the County Clerk, BCSO or City during the term of this agreement and three (3) years after termination unless such records are exempt from disclosure under the Idaho Public Records Laws, or other applicable law.

6. Agreement Administration

- a. Agreement Administrators: The Mayor or his/her designee and the BCSO Ketchum Chief shall serve as agreement administrators to review agreement performance and resolve operational problems or issues hereunder or with regard to law enforcement within the City.
- b. Referral of Unresolved Problems: The Mayor shall refer any police service operational problem, which cannot be resolved with the BCSO Ketchum Chief to the Blaine County Sheriff. The Sheriff and Mayor or City Administrator shall meet as necessary to resolve such issues.

7. General Provisions

- a. Police Powers: Nothing contained herein is intended to limit the police powers or other powers of the County, the BCSO or Ketchum. This Agreement shall not be construed to modify or waive any law, ordinance, rule, or regulations of Ketchum or the County, or any subsequent amendment thereof.
- b. Amendment: This Agreement may be revised, amended, or canceled in whole or in part, only by means of a written instrument executed by the parties hereto.
- c. Assignment: Neither this Agreement nor any portion thereof may be assigned by any party hereto without the prior written consent of the other parties.
- d. Default: In the event either party hereto, its successors and assigns, fail to faithfully comply with all the terms and conditions included in this Agreement it shall be in breach of this Agreement. In addition to all other remedies at law or in equity, this Agreement shall be enforceable by specific performance by either party hereto. All remedies shall be cumulative.
- e. Notices: Any and all notices, demands, requests, and other communications required to be given hereunder by either of the parties hereto shall be in writing and be deemed properly served or delivered, if delivered by hand to the party to whose attention it is directed, or when sent, three (3) days after deposit in the U.S. mail, postage prepaid, or upon the sending of a facsimile, followed by a copy sent by U.S. mail as provided herein, addressed as follows:

To City:

City of Ketchum, Idaho
c/o City Clerk
P.O. Box 2315
Ketchum, ID 83340

To BCSO:

Blaine County Sheriff
1650 Aviation Dr.
Hailey, Idaho 83333

To County:

Blaine County Board of Commissioners
206 First Avenue South, Suite 300
Hailey, ID 83333

or at such other address, or facsimile number, or to such other party which any party entitled to receive notice hereunder designates to the other in writing as provided above.

- f. Entire Agreement/Waiver of Default: The parties agree that this agreement is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the agreement shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement.
- g. Partial Invalidity: In the event any portion of this Agreement shall be determined by any court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions of this Agreement, or parts hereof, shall remain in full force and effect.
- h. Entire Agreement: This Agreement constitutes the full and complete agreement and understanding between the parties hereto. No representations or Covenants made by either party shall be binding unless contained in this Agreement or subsequent written amendments hereto.
- i. Exhibits: Each of the Exhibits attached to this Agreement is hereby incorporated herein by reference:
 - Exhibit A: BCSO Staffing Chart
 - Exhibit B: BCSO Ketchum Budget
- j. Captions: The captions of this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part hereof.
- k. No Presumptions: No presumption shall exist in favor or against any party to this Agreement as a result of the drafting and/or preparation of this Agreement.
- l. Recitals Incorporated: The recitals set forth in this Agreement are hereby incorporated herein by reference.
- m. No Third-Party Beneficiaries. This Agreement is not intended, nor shall it be deemed or construed, to create or confer any rights upon third parties.

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

City of Ketchum, Idaho

By: _____
Neil Bradshaw, Mayor

Attest: _____
Robin Crotty, Ketchum City Clerk

Blaine County Sheriff's Office

By: _____
Steve M. Harkins, Sheriff

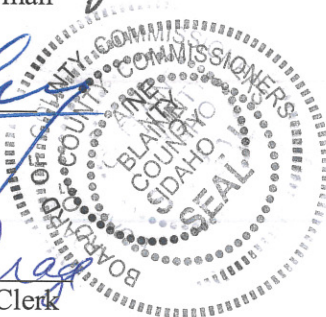
Board of Blaine County Commissioners

By: Absent
Jacob Greenberg, Chairman

By: Angie McCleary
Angenie McCleary, Vice Chairman

By: Dick Fosbury
Dick Fosbury, Commissioner

Attest: JoLynn Drage
JoLynn Drage, Blaine County Clerk



BCC FY 2020 Contract Renewal Cover Sheet

Agreement Name: Ketchum Law Enforcement JPA

Motion: I move to approve a Joint Powers Agreement effective 10/1/2019 and expiring on 9/30/2020 between Blaine County and the City of Ketchum for law enforcement services provided by the Blaine County Sheriff's Office in the amount of \$1,483,049 to be paid in 12 equal monthly installments.



City of Ketchum

November 18, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Adopt Resolution 19-031 to Appoint Olin Glenne to the Sun Valley Marketing Association Board (Visit Sun Valley)

Recommendation and Summary

The Mayor is recommending the council adopt Resolution 19-031 and adopt the following motion:

I move to adopt Resolution 19-031

The reasons for the recommendation are as follows:

- The Board of the Sun Valley Marketing Association is being expanded to include additional members
- Olin Glenne is interested in becoming Ketchum's second representative on the Board
- Ketchum will have two representatives on the Board after this appointment

Financial Impact

There is no financial impact related to this Resolution.

Attachments:
Resolution 19-031

RESOLUTION NUMBER 19-031

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO CONFIRMING THE
MAYOR'S APPOINTMENT OF OLIN GLENNE TO REPRESENT THE CITY OF KETCHUM ON THE BOARD
FOR SUN VALLEY MARKETING ASSOCIATION (VISIT SUN VALLEY)**

WHEREAS, The Ketchum City Council wishes to confirm Olin Glenne as its official liaison to the City on issues pertaining to Sun Valley Marketing Association, and;

WHEREAS, Olin Glenne, as the City's representative, agrees to update the Mayor and Council and to consult with City officials on marketing matters as they may arise.

NOW THEREFORE, BE IT RESOLVED, the Mayor's appointment of Olin Glenne as the City of Ketchum Board Representative for Sun Valley Marketing Association is hereby confirmed.

This Resolution will be in full force and effect upon its adoption this 18th day of November 2019.

Neil Bradshaw, Mayor

ATTEST:

Robin Crotty, City Clerk



City of Ketchum

November 18, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Lease Agreement 20428 Between the City of Ketchum and the Community Library

Recommendation and Summary

Staff is recommending the council approve Lease 20428 and adopt the following motion:

I move to authorize the Mayor to approve Lease 20428 with the Community Library.

The reasons for the recommendation are as follows:

- The Community Library leases three Forest Service Park buildings for the Regional History Museum
- The Lease term is up for renewal and the Library and City have mutually agreed to the new term

Introduction and History

In 2014 the City and Community Library entered into a lease for the use of three buildings in Forest Service Park. The lease was for 5 years with the option for renewals provided both parties agreed to extend the Lease. The lease term expired October 31, 2019, however, the City and Library worked together on the terms for a new lease.

The City intends to conduct a master planning/visioning process for Forest Service Park in this fiscal year. The Regional History Museum will always be a key feature in the Park. However, as a result of the planning processing, there may be some modifications or discussions related to the use of the various buildings. To preserve flexibility in the planning process, the proposed lease is for an initial two-year term and can be extended. The Lease also provide the Library with the opportunity to participate in the planning/visioning process.

Analysis

The proposed lease provides the opportunity to implement modifications in the event the master planning/visioning process identifies changes. At the same time, no changes will occur without the mutual agreement between the City and Library.

Financial Impact

Since 2014, the rent charged to the Library is \$10.00 annually for use of the buildings. The proposed Lease does not change the rent structure.

Attachments:

Proposed Lease 20428

Redlined Version of Proposed Lease 20428

LEASE AGREEMENT 20428

THIS LEASE AGREEMENT (“Lease”) is made this ___ day of _____, 2019, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation, hereinafter called “Landlord”, and THE COMMUNITY LIBRARY ASSOCIATION, INC., a non-profit corporation hereinafter called “Tenant”.

1. Leased Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain real property situated in the City of Ketchum Blaine County, Idaho, and more particularly described as East Warehouse, West Warehouse, and Center Warehouse located on Block 40 of the Original Townsite of Ketchum, Blaine County, Idaho, which real property is hereinafter referred to as the “Premises”.

2. Term. The initial term of this Lease shall be for a period of Two (2) years commencing November 1, 2019 and continuing to October 31, 2021. At the conclusion of the Park Planning Process, and upon the mutual agreement between Landlord and Tenant, based upon Tenant’s performance under the terms of the lease to the satisfaction of Landlord and any mutually agreed upon changes as a result of the Park Planning Process, Tenant shall have the right to extend this Lease for four (4) additional five (5) year terms by giving the Landlord written notice of its intention to do so at least six (6) months prior to the end of the then current term, and by receiving Landlord’s written consent to such extension within ninety (90) days of such notice which consent shall not be withheld unreasonably.

3. Participation In Park Planning Process. If the City undertakes a planning or visioning process related to future uses and design of Forest Service Park, Tenant shall be included in the process. Participation shall include, but not be limited to, participation in any committee, stakeholder meetings, or development of designs.

4. Rent. For and during the term of this Lease, Tenant shall pay to Landlord as rent for the Premises the total annual rental of TEN DOLLARS (\$10.00). However, at the beginning of each extension term of this Lease, if applicable, Landlord shall have the option to increase the rent for the Premises by giving Tenant written notice of said rent increase at lease thirty (30) days prior to the beginning of the applicable extension term.

5. Use. The Premises are leased to Tenant for use as a museum and uses normally incident thereto and for no other purpose.

6. Repairs and Maintenance. Tenant agrees, at its sole expense, to keep and maintain the Premises in a clean and sanitary condition at all times and to keep every part thereof in good order, condition and repair. The Landlord shall improve, repair and maintain the Gas House for use as public restrooms. At the end of the term of this Lease, the Tenant agrees to return the Premises to the Landlord in as good condition as it was at the beginning of the Lease, reasonable wear and tear excepted. Tenant shall not have the right to make any repairs of any kind without prior written consent of Landlord, whose consent shall not be withheld unreasonably. Any repairs made by Tenant to the Premises shall be at Tenant’s sole expense and be completed lien free. Landlord agrees, at its sole expense, to maintain the exterior walls, structural components

and roofs of the Premises in good repair. Further, the Landlord agrees that, where in existence, the electrical, plumbing and heating systems of the Premises shall be in good condition at the commencement of the Lease.

7. Alterations and Improvements. Tenant shall not have the right to make any alterations, installments or re-decorations of any kind without prior written consent of Landlord, whose consent shall not be withheld unreasonably. Any improvements made by Tenant to the Premises shall be made at Tenant's sole expense and be completed lien-free. Any such improvements shall remain as improvements to the Premises unless Landlord determines that such improvements shall be removed at the termination of this Lease. All costs of removal shall be at Tenant's sole expense.

8. Supervision. Tenant agrees to act, and to provide continual supervision over persons at the Premises, so not to create or permit the creation of a nuisance or a threat to persons or property.

9. Assignment and Sublease. Tenant shall not transfer, assign, or sublease this Lease or Tenant's interest in the Premises, or any part thereof, without prior written consent of the Landlord.

10. Premises Occupant. Tenant stipulates that the only occupant of the above Premises will be The Community Library Association, Inc.

11. Notice. Tenant agrees to give ninety (90) days written notice to Landlord prior to vacating said Premises. Landlord agrees to give ninety (90) days written notice to Tenant if the Premises are needed at the termination of a rental period.

Any notice under this Lease must be in writing and must be sent by registered or certified mail to the last known address of the party to whom the notice is to be given, as designated by such party in writing. All notices shall be deemed delivered forty eight (48) hours after depositing the notice in the United States Mail, certified or registered, postage prepaid, addressed to the Landlord or Tenant respectively at the addresses designated herein. The tenant hereby designates its address as P.O. Box 2168 Ketchum, Idaho 83340, and the Landlord hereby designates its address as P.O. Box 2315, Ketchum, Idaho 83340.

12. Hold Harmless. Tenant shall indemnify and hold harmless Landlord against and from any and all claims arising from Tenant's use of the Premises for the conduct of its business or from any activity, work or other thing done, permitted or suffered by the Tenant in or about the Premises, and shall further indemnify and hold harmless Landlord against and from any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of the Tenant, or any officer, agent, employee, guest, or invitee of Tenant, and from all and against all cost, attorneys' fees, expenses and liabilities incurred in or about any such claim or action or proceeding brought thereon, and if any case, action or proceeding be brought against Landlord by reason of any such claim, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord. Tenant as a material part of the consideration to Landlord hereby assumes all risk or damage to property or injury to persons in,

upon or about the Premises, from any cause other than Landlord's negligence and Tenant hereby waives all claims in respect thereof against Landlord.

Landlord or its agents shall not be liable for any damage to The Community Library property entrusted to employees of the Tenant nor for loss or damage to any Community Library property by theft or otherwise nor for any injury to or damage to persons or Community Library property resulting from fire, explosion, falling plaster, steam, gas electricity, water, snow or rain which may leak from any part of the Premises or from the pipes, appliances or plumbing works therein or from the roof, street or subsurface or from any other place resulting from dampness or any other cause whatsoever, unless cause by or due to the negligence of Landlord, its agents, servants or employees. Landlord or its agents shall not be liable for interference with the light or other incorporeal hereditament, loss of business by Tenant, nor shall Landlord be liable for any latent defects in the Premises. Tenant shall give prompt notice to Landlord in case of fire, damage, and accidents or of defects therein of the Premises or its fixtures, including the electrical, plumbing, and heating systems. Landlord will provide regular inspections of the property to ensure buildings are in good working condition for Tenant's needs.

13. Subrogation. As long as their respective insurers so permit, Landlord and Tenant hereby mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage and other property insurance policies existing for the benefit of the respective parties. Each party shall obtain any special endorsements, if required by their insurer to evidence compliance with the aforementioned waiver.

14. Liability Insurance. Tenant shall, at Tenant's own expense, obtain and keep in force during the term of this Lease, a policy of comprehensive liability insurance reflecting the amount of \$1,000,000.00, insuring Landlord and Tenant against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Tenant may carry said insurance under a blanket policy, providing, however, said insurance by tenant shall have a landlord's protective liability endorsement attached thereto. If Tenant shall fail to procure and maintain said insurance, Landlord may, but shall not be required to, procure and maintain same, but at the expense of Tenant. Insurance required hereunder, shall be in companies rated A+ AAA or better in "Best's Insurance Guide." Tenant shall deliver to Landlord prior to occupancy of the Premises, copies of policies of liability insurance required herein or certificates evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to Landlord. No policy shall be cancelable or subject to reduction of coverage except after ten (10) days' prior written notice to Landlord.

15. Services and Utilities. Tenant shall pay, prior to delinquency, all water, gas, heat, light, power, telephone, sewage, air conditioning and ventilating, garbage and all other material and utilities supplied to the Premises. If any such services are not separately metered to Tenant, Tenant shall pay a reasonable proportion of all charges which are jointly metered, the determination to be made by Landlord, and payment to be made by Tenant within ten (10) days of receipt of statement for such charges. Landlord shall not be liable in damages or otherwise for any failure of interruption of any utility service furnished to the Premises and no such failure or interruption shall entitle Tenant to terminate this Lease.

16. Rules and Regulations. Tenant shall faithfully observe and comply with the rules and

regulations that Landlord shall from time to time reasonably promulgate for the purpose of public health, welfare and safety. Landlord reserves the right from time to time to make all reasonable modification to said rules for the purpose of public health, welfare and safety. The additions and modifications to those rules shall be binding upon Tenant upon delivery of a copy of them to Tenant.

17. Holding Over. If Tenant remains in possession of the Premises or any part thereof after the expiration of the extension terms hereof, with the express written consent of Landlord such occupancy shall be a tenancy from month to month at a rental in the amount of the last monthly rental, and upon all the terms hereof applicable to a month to month tenancy.

18. Reconstruction. In the event the Premises or any part of the Premises are damaged by fire or other perils covered by extended coverage insurance, Landlord agrees to forthwith repair the same; and this Lease shall remain in full force and effect, except that Tenant shall be entitled to a proportionate reduction of the rent while such repairs are being made, such proportionate reduction to be based upon the extent to which the making of such repairs shall materially interfere with the business carried on by the Tenant in the Premises. If the damage is due to the fault or neglect of Tenant or its employees, there shall be no abatement of rent.

In the event the Premises or any part of the Premises are damaged as a result of any cause other than the perils covered by fire and extended coverage insurance, then Landlord shall forthwith repair the same, provided the extent of the destruction be less than ten percent (10%) of then full replacement cost of the Premises or any part of the Premises is damaged to an extent greater than ten percent (10%) of the full replacement cost, then Landlord shall have the option: (1) to repair or restore such damage, this Lease continuing in full force and effect, but the rent to be proportionately reduced as hereinabove in this paragraph provided; or (2) give notice to Tenant at any time within sixty (60) days after such damage terminating this Lease as of the date specified in such notice which date shall be no less than thirty (30) and no more than sixty (60) days after the giving of such notice. In the event of giving such notice, this Lease shall expire and all interest of the Tenant in the Premises shall terminate on the date so specified in such notice and the Rent, reduced by a proportionate amount, based upon the extent, if any, to which such damage materially interfered with the business carried on by the Tenant in the Premises, shall be paid up to date of termination.

Notwithstanding anything to the contrary contained in this paragraph, Landlord shall not have any obligation whatsoever to repair, reconstruct or restore the Premises when the damage resulting from any casualty covered under this paragraph occurs during the last twelve (12) months of the term of this Lease or any extension thereof.

Landlord shall not be required to repair any injury or damage by fire or other cause, or to make any repairs or replacements of any panels, decoration, office fixtures, railings, floor covering, partitions, or any other property installed in the Premises by Tenant that have not previously been acknowledged and agreed upon in writing by the Landlord as a permanent alteration of the Premises.

The Tenant shall not be entitled to any compensation or damages from Landlord for loss of the use of the whole or any part of the Premises, Tenant's personal property or any inconvenience or annoyance occasioned by such damage, repair, reconstruction or restoration.

19. Conditions. Tenant agrees that each covenant and condition of this Lease shall be considered a condition and that the breach of any covenant or condition shall be good cause for Landlord to terminate this Lease and to pursue any remedies provided by law.

20. Default or Tenant. The occurrence of any of the following shall constitute a material default and breach of this Lease by Tenant:

a. Any failure by Tenant to pay monetary sums required to be paid hereunder, where such failure continues for seven (7) days after written notice thereof from Landlord to Tenant.

b. Any three (3) defaults, whether or not cured, by Tenant to pay rent or other monetary sums to be paid hereunder in any twelve (12) consecutive month period.

c. The abandonment or vacation of the Premises by Tenant.

d. A failure by Tenant to observe and perform any other provision of this Lease to be observed or performed by Tenant, where such failure continues for fourteen (14) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of such default is such that it cannot be reasonable cured within such fourteen (14) day period, Tenant shall not be deemed to be in default if Tenant shall within such period commence such cure and thereafter diligently prosecute the same to completion.

e. The making by Tenant of any general assignment or general arrangement for the benefit of creditors filing by or against Tenant of a petition to have Tenant adjudged bankrupt or of a petition for reorganization or arrangement under any law relating to bankruptcy (unless in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within forty-five (45) days; or the attachment, execute or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease where such seizure is not discharged within thirty (30) days.

21. Landlord Remedies. In the event of any such material default or breach by Tenant, Landlord may at any time thereafter without limiting Landlord in the exercise of any right or remedy at law or in equity which Landlord may have by reason of such default or breach:

a. Maintain this Lease in full force and effect and recover monetary charges as they become due, without terminating Tenant's right to possession, irrespective of whether Tenant shall have abandoned the Premises. In the event Landlord elects to not terminate the Lease, Landlord shall have the right to attempt to relet the Premises at such rent and upon such conditions and for such a term and to do all acts necessary to maintain or preserve the Premises as Landlord deems reasonable and necessary without being deemed to have elected to terminate the Lease, including removal of all persons and property from the Premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of

Tenant. In the event any such re-letting occurs, this Lease shall terminate automatically upon the new tenant taking possession of the Premises. Notwithstanding that Landlord fails to elect to terminate the Lease initially, Landlord at any time during the term of this Lease may elect to terminate this Lease by virtue of such previous default of Tenant.

b. Terminate Tenant's right to possession by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default. Upon any such re-entry Landlord shall have the right to make any reasonable repairs, alterations or modifications to the Premises, which Landlord in its sole discretion deems reasonable and necessary.

22. Late Charges. Tenant hereby acknowledges that late payment by Tenant to Landlord sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Landlord by terms of any mortgage or deed of trust covering the Premises. Accordingly, if any installment of a sum due from Tenant shall not be received by Landlord or Landlord's designed within ten (10) days after written notice that said amount is past due, then Tenant shall pay to Landlord a late charge equal to ten (10%) percent of such overdue amount. The parties hereby agree that such late charges represent a fair and reasonable estimate of the cost that Landlord will incur by reason of the late payment by Tenant. Acceptance of such late charges by the Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.

23. Attorney's Fees. In the event either party hereto retains an attorney to enforce any of the rights, duties, and obligation arising out of this Lease, the prevailing party shall be entitled to recover from the non-prevailing party all legal expenses, including but not limited to attorney's fees at the trial and appellate levels, whether or not litigation is actually instituted.

24. No Waiver. Failure of the Landlord to enforce any of the covenants in this Lease shall not be construed to be a waiver of any succeeding breach of the same covenant, nor shall any acceptance of a partial payment be deemed a waiver of Landlord's right to full amount thereof.

25. Separability. Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect.

26. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

27. Signs. Tenant shall not place any sign upon the Premises without the prior written consent of Landlord, whose consent shall not be withheld unreasonably.

28. Time of Essence. Time is hereby expressly declared to be of the essence of each and every covenant, term, condition and provision of this Lease.

29. Governing Law. This Lease shall be governed by, construed, and enforced in accordance with the laws and decisions of the State of Idaho.

30. Entire Agreement. This Lease 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 Premises other than as set forth in writing in this Lease.

31. Hours of Operation. The tenant agrees to providing landlord with agreeable hours of operation during the term of the lease. "Agreeable hours" indicates an average of 20 (twenty) operating hours per week acknowledging time off for display change-outs and staff time off.

THIS LEASE AGREEMENT is entered into the day, month and year first above written.

LANDLORD: CITY OF KETCHUM

By _____
Neil Bradshaw, Mayor

TENANT: THE COMMUNITY LIBRARY ASSOCIATION, INC.

By _____
President

ATTEST:

Robin Crotty, City Clerk

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made this ____ day of _____, 2019, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation, hereinafter called "Landlord", and THE COMMUNITY LIBRARY ASSOCIATION, INC., a non-profit corporation hereinafter called "Tenant".

1. Leased Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain real property situated in the City of Ketchum Blaine County, Idaho, and more particularly described as East Warehouse, West Warehouse, and Center Warehouse located on Block 40 of the Original Townsite of Ketchum, Blaine County, Idaho, which real property is hereinafter referred to as the "Premises".

2. Term. The initial term of this Lease shall be for a period of Two (2) Five (5) years commencing November 1, 2019 and continuing to October 31, 2021. At the conclusion of the Park Planning Process, and Upon the mutual agreement between Landlord and Tenant, based upon Tenant's performance under the terms of the lease to the satisfaction of Landlord and any mutually agreed upon changes as a result of the Park Planning Process, Tenant shall have the right to extend this Lease for four (4) additional five (5) year terms by giving the Landlord written notice of its intention to do so at least six (6) months prior to the end of the then current term, and by receiving Landlord's written consent to such extension within ninety (90) days of such notice which consent shall not be withheld unreasonably.

3. Participation In Park Planning Process. If the City undertakes a planning or visioning process related to future uses and design of Forest Service Park, Tenant shall be included in the process. Participation shall include, but not be limited to, participation in any committee, stakeholder meetings, or development of designs.

2.4. Rent. For and during the term of this Lease, Tenant shall pay to Landlord as rent for the Premises the total annual rental of TEN DOLLARS (\$10.00). However, at the beginning of each extension term of this Lease, if applicable, Landlord shall have the option to increase the rent for the Premises by giving Tenant written notice of said rent increase at lease thirty (30) days prior to the beginning of the applicable extension term.

3.5. Use. The Premises are leased to Tenant for use as a museum and uses normally incident thereto and for no other purpose.

4.6. Repairs and Maintenance. Tenant agrees, at its sole expense, to keep and maintain the Premises in a clean and sanitary condition at all times and to keep every part thereof in good order, condition and repair. The Landlord shall improve, repair and maintain the Gas House for use as public restrooms. At the end of the term of this Lease, the Tenant agrees to return the Premises to the Landlord in as good condition as it was at the beginning of the Lease, reasonable wear and tear excepted. Tenant shall not have the right to make any repairs of any kind without prior written consent of Landlord, whose consent shall not be withheld unreasonably. Any repairs made by Tenant to the Premises shall be at Tenant's sole expense and be completed lien free. Landlord agrees, at its sole expense, to maintain the exterior walls, structural components and roofs of the Premises in good repair. Further, the Landlord agrees that, where in existence, the electrical, plumbing and heating systems of the Premises shall be in good condition at the commencement of the Lease.

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5.7. Alterations and Improvements. Tenant shall not have the right to make any alterations, installments or re-decorations of any kind without prior written consent of Landlord, whose consent shall not be withheld unreasonably. Any improvements made by Tenant to the Premises shall be made at Tenant's sole expense and be completed lien-free. Any such improvements shall remain as improvements to the Premises unless Landlord determines that such improvements shall be removed at the termination of this Lease. All costs of removal shall be at Tenant's sole expense.

6.8. Supervision. Tenant agrees to act, and to provide continual supervision over persons at the Premises, so not to create or permit the creation of a nuisance or a threat to persons or property.

7.9. Assignment and Sublease. Tenant shall not transfer, assign, or sublease this Lease or Tenant's interest in the Premises, or any part thereof, without prior written consent of the Landlord.

8.10. Premises Occupant. Tenant stipulates that the only occupant of the above Premises will be The Community Library Association, Inc.

9.11. Notice. Tenant agrees to give ninety (90) days written notice to Landlord prior to vacating said Premises. Landlord agrees to give ninety (90) days written notice to Tenant if the Premises are needed at the termination of a rental period.

Any notice under this Lease must be in writing and must be sent by registered or certified mail to the last known address of the party to whom the notice is to be given, as designated by such party in writing. All notices shall be deemed delivered forty eight (48) hours after depositing the notice in the United States Mail, certified or registered, postage prepaid, addressed to the Landlord or Tenant respectively at the addresses designated herein. The tenant hereby designates its address as P.O. Box 2168 Ketchum, Idaho 83340, and the Landlord hereby designates its address as P.O. Box 2315, Ketchum, Idaho 83340.

10.12. Hold Harmless. Tenant shall indemnify and hold harmless Landlord against and from any and all claims arising from Tenant's use of the Premises for the conduct of its business or from any activity, work or other thing done, permitted or suffered by the Tenant in or about the Premises, and shall further indemnify and hold harmless Landlord against and from any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of the Tenant, or any officer, agent, employee, guest, or invitee of Tenant, and from all and against all cost, attorneys' fees, expenses and liabilities incurred in or about any such claim or action or proceeding brought thereon, and if any case, action or proceeding be brought against Landlord by reason of any such claim, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord. Tenant as a material part of the consideration to Landlord hereby assumes all risk or damage to property or injury to persons in, upon or about the Premises, from any cause other than Landlord's negligence and Tenant hereby waives all claims in respect thereof against Landlord.

Landlord or its agents shall not be liable for any damage to The Community Library property entrusted to employees of the Tenant nor for loss or damage to any Community Library property by theft or otherwise nor for any injury to or damage to persons or Community Library property resulting from fire, explosion, falling plaster, steam, gas electricity, water, snow or rain which may leak from any part of the Premises or from the pipes, appliances or plumbing works therein or from the roof, street or subsurface or from any other place resulting from dampness or any other cause whatsoever, unless cause by or due to the negligence of Landlord, its agents, servants or employees. Landlord or its agents shall not be liable for interference with the light or other incorporeal hereditament, loss of business by Tenant, nor shall Landlord be liable for any latent defects in the Premises. Tenant shall give prompt notice to Landlord in case of fire, damage, and accidents or of defects therein of the Premises or its fixtures, including the electrical, plumbing, and heating systems. Landlord will provide regular inspections of the property to ensure buildings are in good working condition for Tenant's needs.

4-13. Subrogation. As long as their respective insurers so permit, Landlord and Tenant hereby mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage and other property insurance policies existing for the benefit of the respective parties. Each party shall obtain any special endorsements, if required by their insurer to evidence compliance with the aforementioned waiver.

4-14. Liability Insurance. Tenant shall, at Tenant's own expense, obtain and keep in force during the term of this Lease, a policy of comprehensive liability insurance reflecting the amount of \$1,000,000.00, insuring Landlord and Tenant against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Tenant may carry said insurance under a blanket policy, providing, however, said insurance by tenant shall have a landlord's protective liability endorsement attached thereto. If Tenant shall fail to procure and maintain said insurance, Landlord may, but shall not be required to, procure and maintain same, but at the expense of Tenant. Insurance required hereunder, shall be in companies rated A+ AAA or better in "Best's Insurance Guide." Tenant shall deliver to Landlord prior to occupancy of the Premises, copies of policies of liability insurance required herein or certificates evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to Landlord. No policy shall be cancelable or subject to reduction of coverage except after ten (10) days' prior written notice to Landlord.

4-15. Services and Utilities. Tenant shall pay, prior to delinquency, all water, gas, heat, light, power, telephone, sewage, air conditioning and ventilating, garbage and all other material and utilities supplied to the Premises. If any such services are not separately metered to Tenant, Tenant shall pay a reasonable proportion of all charges which are jointly metered, the determination to be made by Landlord, and payment to be made by Tenant within ten (10) days of receipt of statement for such charges. Landlord shall not be liable in damages or otherwise for any failure of interruption of any utility service furnished to the Premises and no such failure or interruption shall entitle Tenant to terminate this Lease.

4-16. Rules and Regulations. Tenant shall faithfully observe and comply with the rules and regulations that Landlord shall from time to time reasonably promulgate for the purpose of public health, welfare and safety. Landlord reserves the right from time to time to make all

reasonable modification to said rules for the purpose of public health, welfare and safety. The additions and modifications to those rules shall be binding upon Tenant upon delivery of a copy of them to Tenant.

15.17. Holding Over. If Tenant remains in possession of the Premises or any part thereof after the expiration of the extension terms hereof, with the express written consent of Landlord such occupancy shall be a tenancy from month to month at a rental in the amount of the last monthly rental, and upon all the terms hereof applicable to a month to month tenancy.

16.18. Reconstruction. In the event the Premises or any part of the Premises are damaged by fire or other perils covered by extended coverage insurance, Landlord agrees to forthwith repair the same; and this Lease shall remain in full force and effect, except that Tenant shall be entitled to a proportionate reduction of the rent while such repairs are being made, such proportionate reduction to be based upon the extent to which the making of such repairs shall materially interfere with the business carried on by the Tenant in the Premises. If the damage is due to the fault or neglect of Tenant or its employees, there shall be no abatement of rent.

In the event the Premises or any part of the Premises are damaged as a result of any cause other than the perils covered by fire and extended coverage insurance, then Landlord shall forthwith repair the same, provided the extent of the destruction be less than ten percent (10%) of then full replacement cost of the Premises or any part of the Premises is damaged to an extent greater than ten percent (10%) of the full replacement cost, then Landlord shall have the option: (1) to repair or restore such damage, this Lease continuing in full force and effect, but the rent to be proportionately reduced as hereinabove in this paragraph provided; or (2) give notice to Tenant at any time within sixty (60) days after such damage terminating this Lease as of the date specified in such notice which date shall be no less than thirty (30) and no more than sixty (60) days after the giving of such notice. In the event of giving such notice, this Lease shall expire and all interest of the Tenant in the Premises shall terminate on the date so specified in such notice and the Rent, reduced by a proportionate amount, based upon the extent, if any, to which such damage materially interfered with the business carried on by the Tenant in the Premises, shall be paid up to date of termination.

Notwithstanding anything to the contrary contained in this paragraph, Landlord shall not have any obligation whatsoever to repair, reconstruct or restore the Premises when the damage resulting from any casualty covered under this paragraph occurs during the last twelve (12) months of the term of this Lease or any extension thereof.

Landlord shall not be required to repair any injury or damage by fire or other cause, or to make any repairs or replacements of any panels, decoration, office fixtures, railings, floor covering, partitions, or any other property installed in the Premises by Tenant that have not previously been acknowledged and agreed upon in writing by the Landlord as a permanent alteration of the Premises.

The Tenant shall not be entitled to any compensation or damages from Landlord for loss of the use of the whole or any part of the Premises, Tenant's personal property or any inconvenience or annoyance occasioned by such damage, repair, reconstruction or restoration.

17:19. Conditions. Tenant agrees that each covenant and condition of this Lease shall be considered a condition and that the breach of any covenant or condition shall be good cause for Landlord to terminate this Lease and to pursue any remedies provided by law.

18:20. Default or Tenant. The occurrence of any of the following shall constitute a material default and breach of this Lease by Tenant:

- a. Any failure by Tenant to pay monetary sums required to be paid hereunder, where such failure continues for seven (7) days after written notice thereof from Landlord to Tenant.
- b. Any three (3) defaults, whether or not cured, by Tenant to pay rent or other monetary sums to be paid hereunder in any twelve (12) consecutive month period.
- c. The abandonment or vacation of the Premises by Tenant.
- d. A failure by Tenant to observe and perform any other provision of this Lease to be observed or performed by Tenant, where such failure continues for fourteen (14) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of such default is such that it cannot be reasonable cured within such fourteen (14) day period, Tenant shall not be deemed to be in default if Tenant shall within such period commence such cure and thereafter diligently prosecute the same to completion.
- e. The making by Tenant of any general assignment or general arrangement for the benefit of creditors filing by or against Tenant of a petition to have Tenant adjudged bankrupt or of a petition for reorganization or arrangement under any law relating to bankruptcy (unless in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within forty-five (45) days; or the attachment, execute or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease where such seizure is not discharged within thirty (30) days.

19:21. Landlord Remedies. In the event of any such material default or breach by Tenant, Landlord may at any time thereafter without limiting Landlord in the exercise of any right or remedy at law or in equity which Landlord may have by reason of such default or breach:

- a. Maintain this Lease in full force and effect and recover monetary charges as they become due, without terminating Tenant's right to possession, irrespective of whether Tenant shall have abandoned the Premises. In the event Landlord elects to not terminate the Lease, Landlord shall have the right to attempt to relet the Premises at such rent and upon such conditions and for such a term and to do all acts necessary to maintain or preserve the Premises as Landlord deems reasonable and necessary without being deemed to have elected to terminate the Lease, including removal of all persons and property from the Premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of

Tenant. In the event any such re-letting occurs, this Lease shall terminate automatically upon the new tenant taking possession of the Premises. Notwithstanding that Landlord fails to elect to terminate the Lease initially, Landlord at any time during the term of this Lease may elect to terminate this Lease by virtue of such previous default of Tenant.

b. Terminate Tenant's right to possession by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default. Upon any such re-entry Landlord shall have the right to make any reasonable repairs, alterations or modifications to the Premises, which Landlord in its sole discretion deems reasonable and necessary.

20-22. Late Charges. Tenant hereby acknowledges that late payment by Tenant to Landlord sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Landlord by terms of any mortgage or deed of trust covering the Premises. Accordingly, if any installment of a sum due from Tenant shall not be received by Landlord or Landlord's designed within ten (10) days after written notice that said amount is past due, then Tenant shall pay to Landlord a late charge equal to ten (10%) percent of such overdue amount. The parties hereby agree that such late charges represent a fair and reasonable estimate of the cost that Landlord will incur by reason of the late payment by Tenant. Acceptance of such late charges by the Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.

21-23. Attorney's Fees. In the event either party hereto retains an attorney to enforce any of the rights, duties, and obligation arising out of this Lease, the prevailing party shall be entitled to recover from the non-prevailing party all legal expenses, including but not limited to attorney's fees at the trial and appellate levels, whether or not litigation is actually instituted.

22-24. No Waiver. Failure of the Landlord to enforce any of the covenants in this Lease shall not be construed to be a waiver of any succeeding breach of the same covenant, nor shall any acceptance of a partial payment be deemed a waiver of Landlord's right to full amount thereof.

23-25. Separability. Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect.

24-26. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

25-27. Signs. Tenant shall not place any sign upon the Premises without the prior written consent of Landlord, whose consent shall not be withheld unreasonably.

26-28. Time of Essence. Time is hereby expressly declared to be of the essence of each and every covenant, term, condition and provision of this Lease.

27-29. Governing Law. This Lease shall be governed by, construed, and enforced in accordance with the laws and decisions of the State of Idaho.

28-30. Entire Agreement. This Lease 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 Premises other than as set forth in writing in this Lease.

29-31. Hours of Operation. The tenant agrees to providing landlord with agreeable hours of operation during the term of the lease. "Agreeable hours" indicates an average of 20 (twenty) operating hours per week acknowledging time off for display change-outs and staff time off.

THIS LEASE AGREEMENT is entered into the day, month and year first above written.

LANDLORD: CITY OF KETCHUM

By _____
Neil Bradshaw, Mayor

TENANT: THE COMMUNITY LIBRARY ASSOCIATION, INC.

By _____
President



City of Ketchum

November 18, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Hold a Public Hearing and Approve the 100 Seventh Condominiums Final Plat with conditions 1-8 included in the draft Findings of Fact, Conclusions of Law, and Decision

Recommendation and Summary

Staff is recommending the council adopt the following motion:

Move to Approve the 100 Seventh Final Plat subject to City issuance of a Certificate of Occupancy for the building and condominium units

The reasons for the recommendation are as follows:

- The 100 Seventh Preliminary Plat has been approved by the City. The Planning and Zoning Commission has reviewed the Final Plat application and recommended approval.
- The developer Ben Franz (Destination Dentistry LLC) has proceeded with site improvements consistent with Design Review, Building Permit, and Preliminary Plat approvals.
- Subject building is nearing completion.

Analysis

The Project has proceeded consistent with a host of City approvals, including design review, exceedance agreement, building permit, and preliminary plat. Staff has no existing concerns with Ben Franz/Destination Dentistry LLC complying with the various requirements of the previously issued design review, preliminary plat, and building permit approvals. The applicant is aware that all required improvements, including completion of the sidewalk to the satisfaction of the city or bonding for said sidewalk, is required to obtain Certificate of Occupancy.

Financial Impact

Recording the Final Plat signals to the county assessor the building, which is new construction, has been completed and can be added to the tax rolls.

Attachment

Draft Findings of Fact, Conclusions of Law, and Decision
Final Plat



City of Ketchum
Planning & Building

| | | |
|--------------------------|---|---|
| IN RE: |) | |
| |) | |
| 100 Seventh Condominiums |) | KETCHUM CITY COUNCIL |
| Final Plat |) | FINDINGS OF FACT, CONCLUSIONS OF LAW, AND |
| Date: November 18, 2019 |) | DECISION |
| |) | |
| File Number: 19-073 |) | |

Findings Regarding Application Filed

PROJECT: 100 Seventh Condominiums

FILE NUMBER: P19-073

ASSOCIATED PERMITS: P17-010, B18-072, P19-051

OWNERS: Destination Dentistry LLC / Ben Franz

REPRESENTATIVE: Benchmark Associates

REQUEST: Final Plat to condominiumize five (5) condominium units

LOCATION: 100 7th Street East (Lot 5, Block 34, Ketchum townsite)

NOTICE: Noticing requirements met via the Preliminary Plat application

ZONING: Community Core, Sub-district 2 – Mixed Use

OVERLAY: None

Findings Regarding Associated Development Applications

1. The subject property is owned by Ben Franz (Destination Dentistry LLC) and is located at the southeast corner of E. 7th Street and N. 1st Avenue in downtown Ketchum’s Community Core Subdistrict 2 Mixed Use zoning district. A three-story, 11,844 square foot building with seven parking spaces (including three underground) is currently under construction, with completion imminent. The condominium plat will subdivide the building into five (5) condominium units.
2. In accordance with the Exceedance Agreement (Agreement 20203), there will be a 998 square foot Community Housing unit within the building that will be deed restricted at Income Category 4 (income not to exceed 100% of AMI). The remaining units in the building will be a commercial condominium for the dental office on the first floor, two residential units on the second floor, and one residential unit on the third floor.
3. The building previously received Design Review approval (P17-010) and a building permit (BP18-072) and the building was designed and intended to be condominiumized. The Planning and Zoning Commission and the City Council reviewed the Preliminary Plat application during hearings on June 10,

2019 and June 17, 2019, respectively. The Planning and Zoning Commission reviewed the Final Plat application on July 8, 2019 and recommended approval.

4. The Final Plat shall not be signed and recorded until a Certificate of Occupancy has been issued for the building.

Table 1: Findings Regarding Condominium Final Plat Requirements

| Condominium Requirements | | | | |
|-------------------------------------|--------------------------|--------------------------|------------------------------|--|
| Compliant | | | Standards and Staff Comments | |
| Yes | No | N/A | City Code | City Standards and <i>Staff Comments</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.070.C | <p>Final Plat Procedure:</p> <p>1. The final plat procedure contained in subsection 16.04.030G of this chapter shall be followed. However, the final plat shall not be signed by the city clerk and recorded until the condominium has received:</p> <p style="padding-left: 40px;">a. A certificate of occupancy issued by the city of Ketchum; and</p> <p style="padding-left: 40px;">b. Completion of all design review elements as approved by the planning and zoning administrator.</p> <p>2. The council may accept a security agreement for any design review elements not completed on a case by case basis pursuant to title 17, chapter 17.96 of this code. Prior to final plat approval, the subdivider shall submit to the city a copy of the final bylaws and condominium declarations which shall be approved by the council and filed with the Blaine County recorder, including the instrument number(s) under which each document was recorded.</p> |
| | | | <i>City Council Findings</i> | <i>The Final Plat shall not be signed by the City Clerk until the Certificate of Occupancy has been issued.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.070.D | <p>Garage: All garages shall be designated on the preliminary and final plats and on all deeds as part of the particular condominium units. No garage may be condominiumized or sold separate from a condominium unit.</p> |
| | | | <i>City Council Findings</i> | <i>All below-grade garage parking spaces have been designated as Limited Common Area tied to a specific condominium unit.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.070.E | <p>Storage Areas: Adequate interior storage space for personal property of the resident of each condominium unit.</p> |
| | | | <i>City Council Findings</i> | <i>All four of the residential condominium units provide adequate interior storage space for personal property.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.070.F | <p>Maintenance Building: A maintenance building or room shall be provided of adequate size and location for the type and size of the condominium project for storage of maintenance equipment and supplies for common areas.</p> |
| | | | <i>City Council Findings</i> | <i>The architectural plans approved with the Building Permit correspond to the Preliminary Plat and include a maintenance room in the basement.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.070.G | <p>Open Space: The subdivider shall dedicate to the common use of the homeowners adequate open space of such shape and area usable and convenient to the residents of the condominium subdivision. Location of building sites and common area shall maximize privacy and solar access.</p> |
| | | | <i>City Council Findings</i> | <p><i>The development consists of an existing building located on a 5,500 sq ft Ketchum Townsite lot within the Community Core. The usable "open space" consists of outdoor terraces/decks for the second and third story residential units.</i></p> <p><i>The site plan approved through Design Review indicates a hardscape area with bicycle racks, which are designated as Common Area for the development.</i></p> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.060.H | <p>General Applicability: All other provisions of this chapter and all applicable ordinances, rules and regulations of the city and all other governmental entities having jurisdiction shall be complied with by condominium subdivisions.</p> |

| | | | | |
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| | | | City Council Findings | <i>All other provisions of this chapter and all applicable ordinances, rules, and regulations of the City and other governmental entities having jurisdiction shall be complied with by the condominium subdivision.</i> |
|--|--|--|------------------------------|--|

Table 2: Findings Regarding Final Plat Requirements

| Final Plat Requirements | | | | |
|-------------------------------------|--------------------------|-------------------------------------|------------------------------|---|
| Compliant | | | Standards and Staff Comments | |
| <input 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>City 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.</i></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>City Council Findings <i>This standard has been met.</i></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>This standard has been met.</i></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 preliminary plat, lot area of each lot, boundaries of floodplain and floodway and avalanche district, all with bearings, accurate dimensions in feet and decimals, in degrees and minutes and radii, arcs, central angles, tangents and chord lengths of all curves to the above accuracy.</p> <p>City Council Findings <i>This standard has been met.</i></p> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.030.K.4 | <p>Names and locations of all adjoining subdivisions.</p> <p>City Council Findings <i>The adjacent Erikson Condominiums has been noted on the plat.</i></p> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.030.K.5 | <p>Name and right of way width of each street and other public rights of way.</p> <p>City Council Findings <i>This standard has been met.</i></p> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.030.K.6 | <p>Location, dimension and purpose of all easements, public or private.</p> <p>City Council Findings <i>This standard has been met.</i></p> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 16.04.030.K.7 | <p>The blocks numbered consecutively throughout each block.</p> <p>City Council Findings <i>This standard does not apply as no new blocks are proposed. The proposal consists of condominiumizing a building located on one existing Ketchum Townsite lot.</i></p> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 16.04.030.K.8 | <p>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.</p> <p>City Council Findings <i>N/A as no dedications have been proposed.</i></p> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.030.K.9 | <p>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.</p> |

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| | | | | <i>This standard has been met. The name of the proposed subdivision is 100 Seventh Condominiums.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.030.K.10 | Scale, north arrow and date. |
| | | | City Council Findings | <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 |
| | | | City Council Findings | <i>This standard has been met.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.030.K.12 | A provision in the owner's certificate referencing the county recorder's instrument number where the condominium declaration(s) and/or articles of incorporation of homeowners' association governing the subdivision are recorded. |
| | | | City Council Findings | <i>As conditioned, this standard will be met prior to recordation of the Final Plat. The applicant shall include a provision in the owner's certificate referencing the county recorder's instrument number where the article of incorporation of the homeowners' association governing the subdivision are recorded.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.030.K.13 | Certificate by registered engineer or surveyor preparing the map certifying to the accuracy of surveying plat. |
| | | | City 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. |
| | | | City Council Findings | <i>This standard has been met. A title report and warranty deed were submitted with the Preliminary Plat and both are current.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 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. |
| | | | City Council Findings | <i>As conditioned (#7), 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 to 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. |
| | | | City Council Findings | <i>As conditioned (#7), 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. |
| | | | City Council Findings | <i>As conditioned (#7), 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. |
| | | | City Council Findings | <i>As conditioned (#7), 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. |
| | | | City Council Findings | <i>N/A as no restrictions were imposed by the Ketchum City Council during review of the Preliminary Plat application.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 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. |
| | | | City Council Findings | <i>This standard has been met.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.040.A | Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance |

| | | | | |
|-------------------------------------|--------------------------|--------------------------|------------------------------|--|
| | | | | with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city. |
| | | | City Council Findings | <i>All required improvements were addressed through the Design Review and Building Permit approval process and are required to be completed prior to Council approval of the Final Plat.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input 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. |
| | | | City Council Findings | <i>The Ketchum Streets Department and City Engineer reviewed and approved required improvements as part of the Building Permit review.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input 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. |
| | | | City Council Findings | <i>Prior to signing and recording the Final Plat all required improvements shall either be completed, as evidenced by the issuance of a Certificate of Occupancy, or at the discretion of City Council, the Council may accept a performance bond for required improvements.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input 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. |
| | | | City Council Findings | <i>This standard will be met prior to City Council acceptance of improvements.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.040.E | Monumentation: Following completion of construction of the required improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows: <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. |
| | | | City Council Findings | <i>The applicant shall meet the required monumentation standards prior to recordation of the Final Plat.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.040.F | Lot Requirements: <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 |

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| | | | <p>building envelopes shall be located in a manner designed to promote harmonious development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. Also, building envelopes shall be located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, watercourses and topographical features. Structures may only be built on buildable lots. Lots shall only be created that meet the definition of "lot, buildable" in section 16.04.020 of this chapter. Building envelopes shall be established outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following:</p> <ul 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. <p>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.</p> <p>4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.</p> <p>5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts.</p> <p>6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of 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).</p> |
| | | City Council Findings | <i>Standard #1 has been met. Standards #2-5 are not applicable. Standard #6 has been met as the property has 55' of frontage on N. 1st Avenue and 100' of frontage on E. 7th Street.</i> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <p>16.04.040.G</p> <p>G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</p> <ul 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 and minimize adverse impact on environment, watercourses and topographical features. 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. |
| | | City 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"/> | <p>16.04.040.H</p> <p>Street Improvement Requirements:</p> <ul 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; |

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| | | | <p>6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated;</p> <p>7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended;</p> <p>8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;</p> <p>9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);</p> <p>10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;</p> <p>11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;</p> <p>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</p> <p>13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the County Assessor's office before submitting same to council for preliminary plat approval;</p> <p>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</p> <p>15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;</p> <p>16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;</p> <p>17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement;</p> <p>18. Street lighting 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> |
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| | | | City Council Findings | <i>This proposal does not create new street. These standards are not applicable.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.040.I | 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. |
| | | | City Council Findings | <i>This proposal does not create a new alley. Alley improvements were not applicable to this project.</i> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" 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 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> |
| | | | City Council Findings | <i>Standards #1-#5 are not applicable. Standard #6 was not required for the subdivision a building into condominiums on a single Ketchum townsite lot.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 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, |

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| | | | | 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. |
| | | | City Council Findings | <i>The building is connected to the municipal sewer system.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 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. |
| | | | City Council Findings | <i>The building is connected to the municipal water system.</i> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 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. |
| | | | City Council Findings | <i>This standard is not applicable.</i> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 16.04.040.N | Cuts, Fills, And Grading Improvements: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following: 1. A preliminary soil report prepared by a qualified engineer may be required by the commission and/or Council as part of the preliminary plat application. 2. Preliminary grading plan prepared by a civil engineer shall be submitted as part of all preliminary plat applications. Such plan shall contain the following information: a. Proposed contours at a maximum of five foot (5') contour intervals. b. Cut and fill banks in pad elevations. c. Drainage patterns. d. Areas where trees and/or natural vegetation will be preserved. e. Location of all street and utility improvements including driveways to building envelopes. f. Any other information which may reasonably be required by the Administrator, commission or Council to adequately review the affect of the proposed improvements. 3. Grading shall be designed to blend with natural landforms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways. 4. Areas within a subdivision which are not well suited for development 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. 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. 6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply: a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability. b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHO T99 (American Association of State Highway Officials) and ASTM D698 (American Standard Testing Methods). |

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| | | | | <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> |
| | | | City Council Findings | <i>These standards are not applicable.</i> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 16.04.040.O | <p>Drainage Improvements: The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the City on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required 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> |
| | | | City Council Findings | <i>This application is for the subdivision of a building on an existing lot within the Ketchum townsite that has frontage on an existing street. No new streets are proposed and no alteration to topography are proposed with this application.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.040.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> |
| | | | City Council Findings | <i>Natural gas, telephone, cable, and electricity are installed or in the process of being installed prior to Certificate of Occupancy for the building.</i> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 16.04.040.Q | <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 to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.</p> |
| | | | City Council Findings | <i>No off-site improvements are required.</i> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 16.04.040.R | <p>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.</p> |
| | | | City Council Findings | <i>N/A</i> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 16.04.040.S | <p>Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.</p> |
| | | | City Council Findings | <i>N/A</i> |

CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code and is required and has exercised its authority pursuant to the Local Land Use Planning Act codified at Chapter 65 of Title 67 Idaho Code and pursuant

to Chapters 3, 9 and 13 of Title 50 Idaho Code to enact the Ordinances and regulations, which Ordinances are codified in the Ketchum City Code (“KMC”) and are identified in the Findings of Fact and which are herein restated as Conclusions of Law by this reference and which City Ordinances govern the Applicant’s Condominium Subdivision Final Plat application for the development and use of the project site.

2. The Council has authority to hear the applicant’s Condominium Subdivision application pursuant to Chapter 16.04 of Ketchum Code Title 16.
3. The City of Ketchum Planning Department provided adequate notice for the review of this application.
2. The Condominium Subdivision Preliminary Plat application is governed under Sections 16.04.010, 16.04.020, 16.04.030, and 16.04.070 of Ketchum Municipal Code Chapter 16.04.
3. The proposed Condominium Subdivision for the 100 Seventh Condominiums meets the standards for Preliminary Plats under Title 16 of Ketchum Municipal Code subject to conditions of approval.

DECISION

THEREFORE, the Ketchum City Council **approves** this Condominium Subdivision Final Plat application this Monday, November 18th, 2019 subject to the following conditions:

CONDITIONS OF APPROVAL

1. The Covenants, Conditions, and Restrictions (CC&R’s) shall be simultaneously recorded with the Final Plat, and the City will not now, nor in the future, determine the validity of the CC&R’s.
2. The failure to obtain Final Plat approval by the Council, of an approved Preliminary Plat, within two (2) years after approval by the Council shall cause all approvals of said preliminary plat to be null and void.
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,
5. 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.
6. The applicant shall provide a copy of the recorded Final Plat and the associated condominium owners’ documents to the Planning and Building Department for the official file on the application.
7. 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.
8. All governing ordinances and department conditions pertinent to the Fire Department, Building Department, Utilities Department, Street Department and Ketchum City Engineer shall be met.

9. Pursuant to KMC §16.04.070.C, the final plat shall not be signed by the City Clerk and recorded until the condominium has received: (a) a Certificate of Occupancy issued by the City of Ketchum and (b) completion of all Design Review elements as approved by the Planning & Zoning Administrator.

Findings of Fact **adopted** this 18th day of November 2019

Neil Bradshaw, Mayor

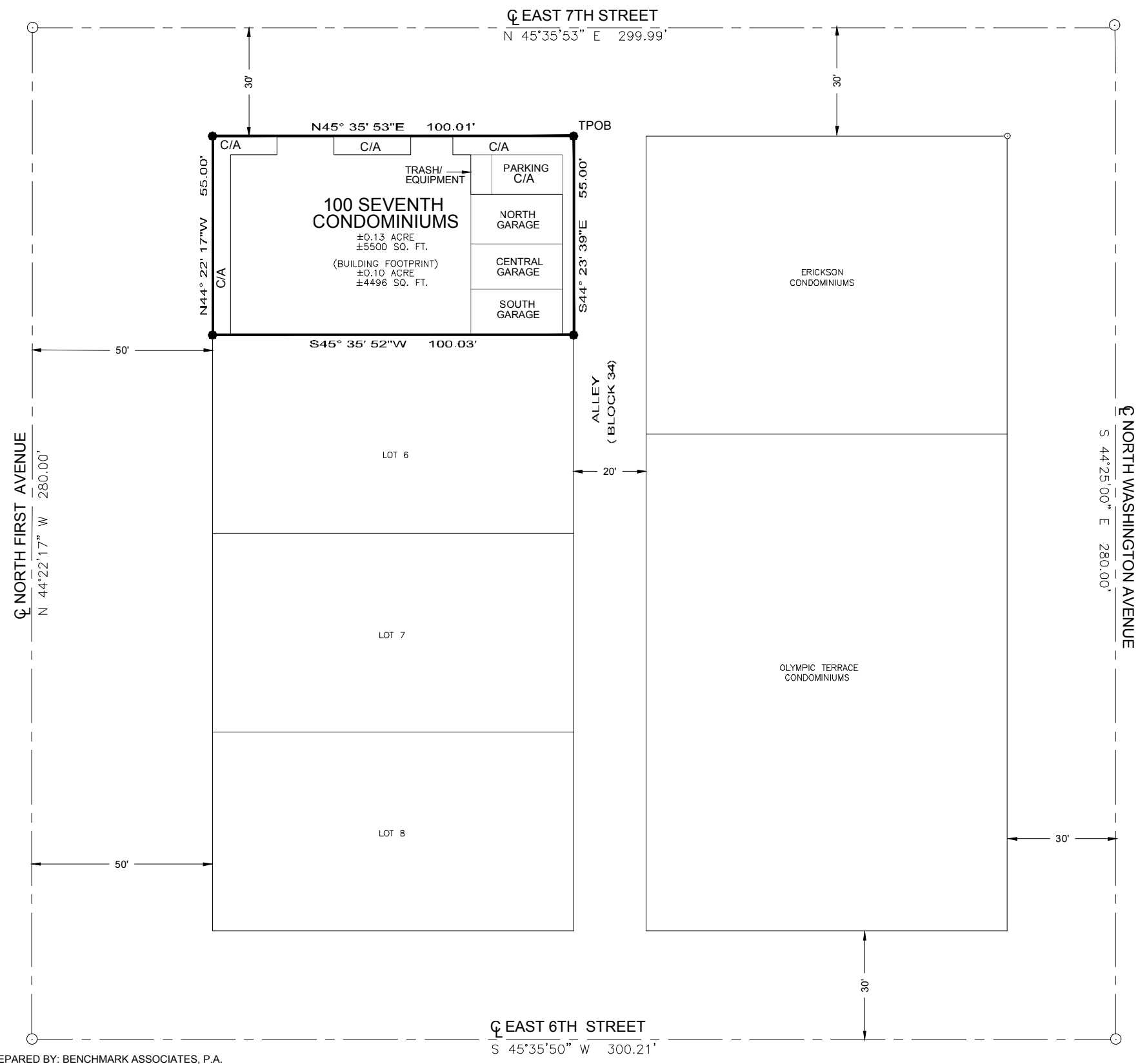
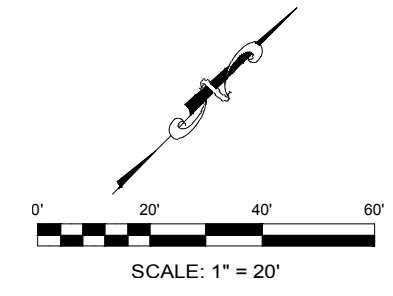
Robin Crotty, City Clerk

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100 SEVENTH CONDOMINIUMS

A CONDOMINIUM PLAT OF KETCHUM TOWNSITE, BLOCK 34, LOT 5.
 LOCATED WITHIN: SECTION 13, TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M.,
 CITY OF KETCHUM, BLAINE COUNTY, IDAHO

JULY 2019



LEGEND

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| | PROPERTY LINE |
| | ADJOINING PROPERTY LINE |
| | CENTERLINE |
| | FOUND 5/8" REBAR, AS NOTED |
| | SET 5/8" REBAR, PLS 13764 |
| | L/C LIMITED COMMON AREA |
| | C/A COMMON AREA |
| | CHU COMMUNITY HOUSING UNIT |

NOTES:

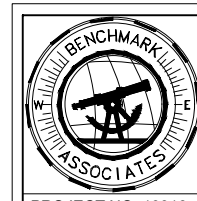
1. THIS PLAT IS SUBJECT TO THE CONDOMINIUM DECLARATION FOR 100 SEVENTH CONDOMINIUMS, RECORDED AS INSTRUMENT NO. _____, RECORDS OF BLAINE COUNTY, IDAHO.
2. CONSULT THE CONDOMINIUM DECLARATION FOR THE DEFINITION OF COMMON AREA & LIMITED COMMON AREA.
3. IN INTERPRETING THE DECLARATION, PLAT OR PLATS, AND DEEDS THE EXISTING BOUNDARIES OF A UNIT AS ORIGINALLY CONSTRUCTED OR RECONSTRUCTED IN LIEU THEREOF SHALL BE CONCLUSIVELY PRESUMED TO BE ITS BOUNDARIES RATHER THAN THE METES AND BOUNDS SHOWN ON THIS PLAT.
4. HORIZONTAL OR SLOPING PLANES SHOWN HEREON ARE TOP OF FINISHED SUBFLOOR AND BOTTOM OF FINISHED CEILING; VERTICAL PLANES ARE FINISHED SURFACES OF INTERIOR WALLS. SOME STRUCTURAL MEMBERS EXTEND INTO UNITS.
5. DIMENSIONS SHOWN HEREON WILL BE SUBJECT TO SLIGHT VARIATIONS OWING TO NORMAL CONSTRUCTION TOLERANCES.
6. THE CURRENT ZONING DISTRICT FOR THE WITHIN PLAT IS CC- COMMUNITY CORE.
7. ELEVATION DATUM IS NAVD '88. ALL ELEVATIONS AND DISTANCES ARE IN U.S. FEET.

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.

South Central Public Health District, REHS

Dated: _____



100 SEVENTH CONDOMINIUMS

LOCATED WITHIN: SECTION 13, T4N, R17E, B.M.,
 CITY OF KETCHUM, BLAINE COUNTY, IDAHO

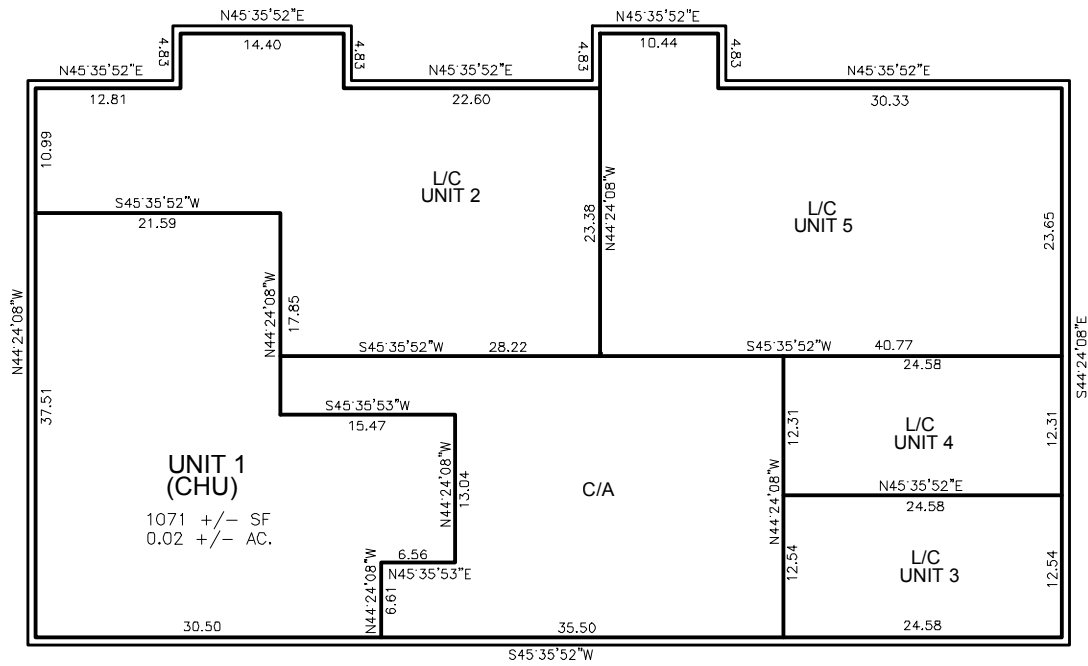
PREPARED FOR: BENJAMIN FRANZ

| | | |
|-------------------|------------------|--------------------|
| PROJECT NO. 19016 | DWG BY: DWS/CPL | FILE: 19016PG1.DWG |
| FINAL PLAT | DATE: 07/01/2019 | SHEET: 1 OF X |

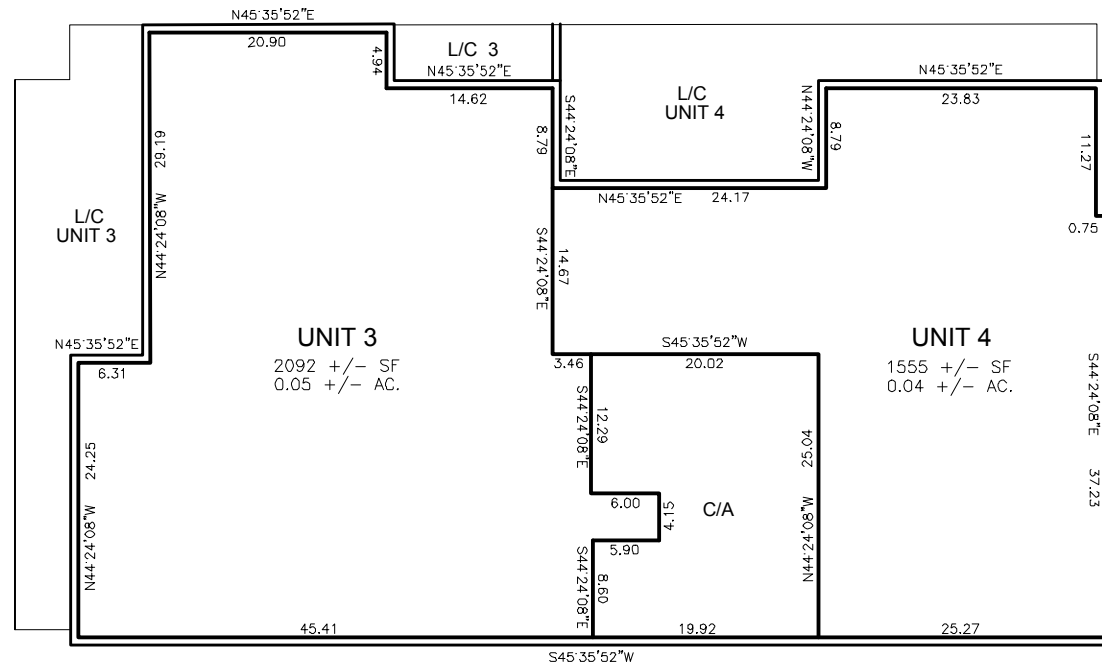
PREPARED BY: BENCHMARK ASSOCIATES, P.A.

100 SEVENTH CONDOMINIUMS

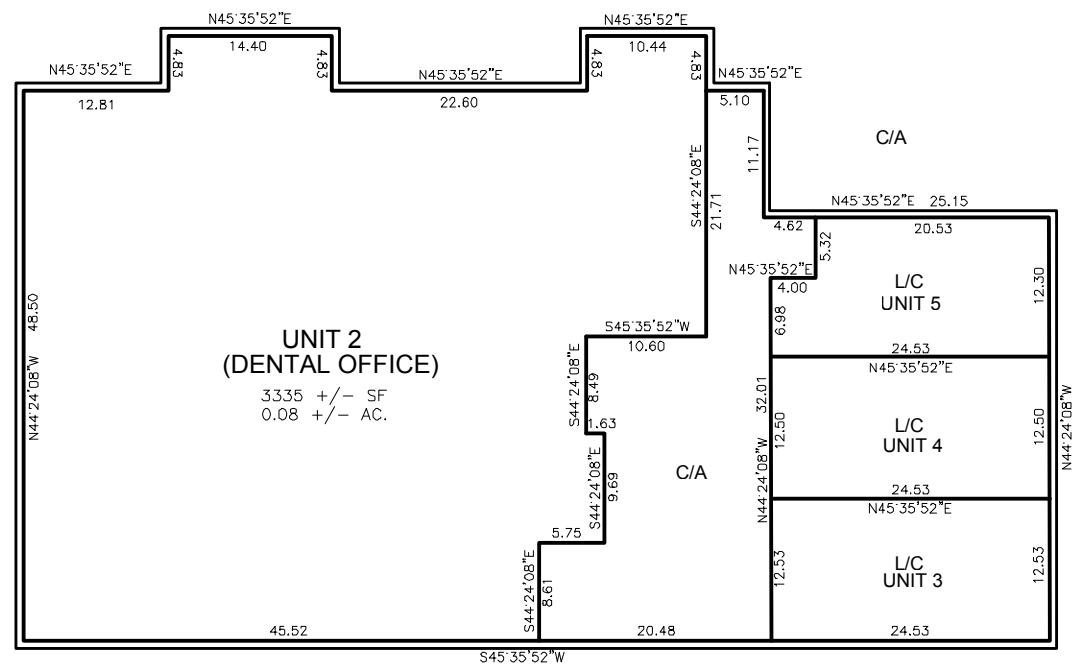
JULY 2019



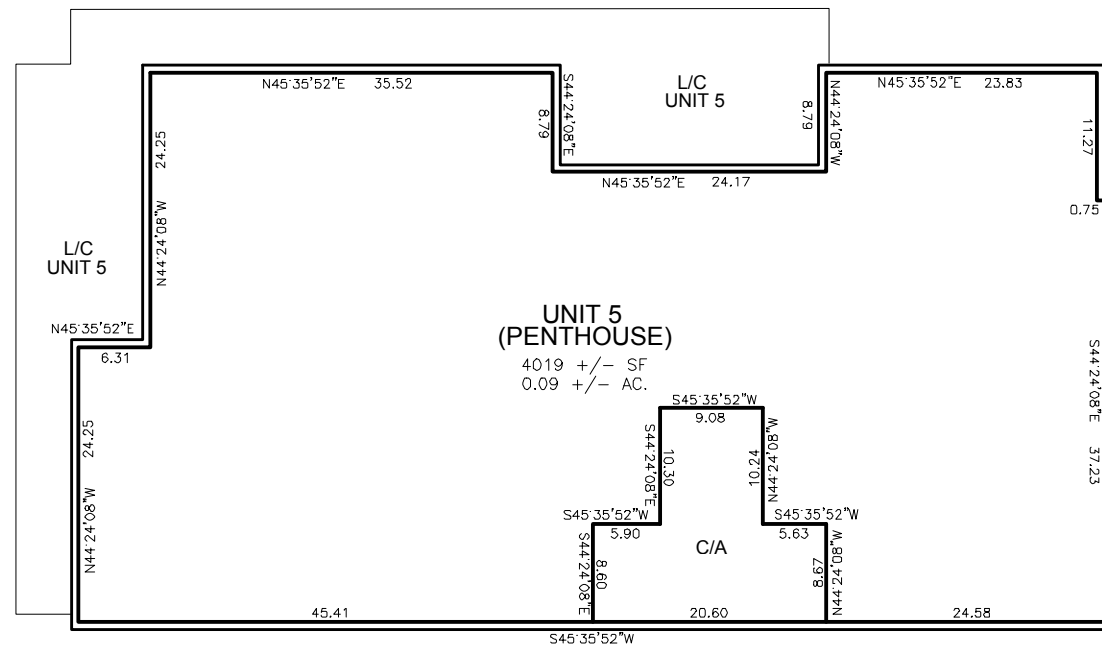
BASEMENT



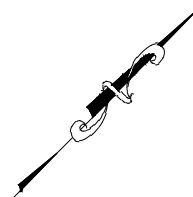
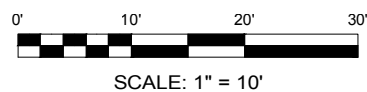
SECOND FLOOR



FIRST FLOOR



THIRD FLOOR



| | | |
|------------------------------|---|--------------------|
| | 100 SEVENTH CONDOMINIUMS | |
| | LOCATED WITHIN: SECTION 13, T4N, R17E, B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO | |
| PREPARED FOR: BENJAMIN FRANZ | | |
| PROJECT NO. 19016 | DWG BY: DWS/CPL | FILE: 19016PG1.DWG |
| FINAL PLAT | DATE: 07/01/2019 | SHEET: 2 OF X |

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City of Ketchum

November 18, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Amend the Existing Onyx at Leadville FAR Exceedance Agreement (Contract #20171) to Change the identified Mitigation Property from 121 Short Swing Lane to 102 Irene Street

Recommendation and Summary

Staff is recommending the Council amend the FAR Exceedance Agreement Contract #20171 with J Peterman Development, LLC and adopt the following motion:

"I move to amend Paragraph 5 of Contract #20171 and the identified Mitigation Property from 121 Short Swing Lane to 102 Irene Street consistent with the provisions noted in the Blaine County Housing Authority letter of November 8, 2019"

Exact Legal Description to be Added:

102 Irene Street, Ketchum ID (Parcel # RPK4N170110420)
Legal: KETCHUM FR SWSE & SESE TL 4827 SEC 11 4N 17E

The reasons for the recommendation are as follows:

- Contract #20171, as adopted by the City in May of 2018, made an allowance that prior to issuance of a certificate of occupancy for the J Peterman Development Onyx at Leadville Project, the Developer may substitute the property identified above with other property of sufficient square footage, subject to Council and BCHA approval, which was not to be unreasonably withheld.
- According to county assessor records subject 102 Irene Street property is +/- 2,384 square feet (SF) in size, which exceeds the 2,013 SF of mitigation property required of the developer.
- On October 21, 2019 the Council heard testimony from the director of the Blaine County Housing Authority (BCHA), Nathan Harvill, expressing support for newly identified 102 Irene Street mitigation property. Further, in Nathan's letter of November 8, 2019 he notes that BCHA likes that the new property as it contains two housing units and is a serviceable option for households earning between 70% and 120% of the Blaine County Area Median Income.
- The Onyx at Leadville is nearing completion and a certificate of occupancy is envisioned this winter.

Introduction & History

On March 20, 2017, the Ketchum City Council adopted Resolution 17-006 providing options for development proposals to exceed the permitted Floor Area Ratio (FAR) in exchange for mitigation of increased impacts of such development, particularly as focused on affordable community and workforce housing.

Analysis

J Peterman Development, LLC owns property located at 341 S. Leadville Avenue (Trail Creek Condominiums Amended: Block 1A) and is nearing completion of a multi-family residential building that exceeds the permitted 0.5 FAR for the Tourist (T) Zoning District. The amended exceedance agreement allows the project to proceed toward certificate of occupancy.

NOTE. The Applicant has also recommended that the following new paragraph be added to the revised FAR Exceedance Agreement Contract with the City:

In the event the Developer provides as mitigation measures square footage of community housing in excess of that required in Exhibit B ("Excess Square Footage"), Developer shall be entitled to sell or assign such Excess Square Footage to other developers and/or developments for use in satisfying FAR Exceedance Mitigation Requirements of other projects. Developer's right to sell or assign the Excess Square Footage shall be permitted until fully utilized, even if after the conveyance of the community housing square footage to the City or its designee.

Staff is hesitant to recommend the addition of this language to the Contract primarily for the following two reasons: (1) such allowances are not included in the Council's current exceedance agreement policy; and (2) the approximately 371 SF of Excess Square Footage @ 102 Irene Street does not readily result in an additional workforce unit as historically has been prioritized by the Council, for instance, with its use of the in Lieu Housing Fund.

Financial Impact

None Identified.

Attachments

- A. Signed 2018 Exceedance Agreement (Contract #20171)
- B. BCHA Letter Dated April 27, 2018 and 2018 Anticipated Maximum Sales Price of \$332,671 for the Previous 121 Short Swing Lane Property
- C. November 8, 2019 Letter from BCHA

Attachment A

**FAR EXCEEDANCE AGREEMENT
CONTRACT #20171**

Parties:

| | | |
|--------------------------------|-------------|--|
| City of Ketchum | "City" | Mailing: P.O. Box 2315, 480 East Ave. N., Ketchum, Idaho 83340 |
| J Peterman Development, LLC | "Developer" | Mailing: 2809 Curry Parkway #10, Madison, WI 53713 Ketchum Physical Address: 341 S Leadville Ave. (Trail Creek Condominiums Amended: Block 1A) |

This FAR Exceedance Agreement ("Agreement") is made between the City of Ketchum, a municipal corporation of the state of Idaho, and J Peterman Development LLC, a property owner in the City of Ketchum.

RECITALS

- A. Pursuant to the City's authority under the Idaho Local Land Use Planning Act, the Ketchum Municipal Code ("K.M.C.") Chapter 17.124 provides for certain development standards, including maximum floor area ratio (FAR) standards under K.M.C. 17.124.040 - Floor Area Ratios and Community Housing. These standards are intended to protect the public interest, health, general welfare, and provision of public services. The City has provided options for development proposals to potentially exceed the allowable FAR in exchange for mitigation of the impacts of such larger development, particularly as focused on affordable community and workforce housing. K.M.C. 17.124.040(B).
- B. The City has adopted Resolution 17-006 which provides for the Parties to proceed with the FAR standards and options under K.M.C. 17.124.040, so long as the Parties voluntarily opt into an FAR Exceedance Agreement, making clear they are voluntarily opting by contract into use of such FAR standards and mitigation measures and are waiving any claims or demands related to any legal challenge to K.M.C. 17.124.040.

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

- 1. **Attestation of Developer.** Developer, by this Agreement, attests that Developer desires to voluntarily proceed on the development proposal, including proposal of exceedance of FAR standards and accompanying mitigation measures, using the approach and standards as set forth in K.M.C. 17.124.
- 2. **Waiver and Release of Claims.** Developer, by this Agreement, waives and releases any claims, demands, challenges, claims for reimbursement or refund, and/or damages now or in the future deriving from or relying on the outcome of future litigation substantially

challenging the validity of K.M.C. 17.124 and its standards. It is Developer's intent to accept and proceed with such standards as outlined in K.M.C. 17.124 for Developer's development plan for purposes of allowable FAR and Developer voluntarily and knowingly accepts the mitigation measures as proposed.

3. **FAR Exceedance Consideration.** In consideration for Developer's attestation and waiver, the City agrees to consider their exceedance proposal and will currently consider and evaluate Developer's proposed FAR exceedance and accompanying mitigation measures within the framework and standards of K.M.C. 17.124.040, attached hereto as Exhibit A and made a part of this Agreement.
4. **Maximum FAR and Mitigation.** The Parties hereby agree to an allowable maximum floor area ratio and accompanying mitigation measures as set forth in Exhibit B, attached hereto and made a part of this Agreement.
5. **Identification of Mitigation Property.** Developer, in good faith, identifies the following real property, which it intends to use to satisfy its mitigation requirement:

121 SHORT SWING LN A, Ketchum
Legal: ADP'S TOWNHOMES SUBLLOT 2
Parcel #: RPK02710000020W

The mitigation property shall be targeted for Blaine County Housing Authority Income Category 4 or above and shall be listed for sale through the Blaine County Housing Authority concurrent with the issuance of certificate of occupancy by the City for Developer's Project. Notwithstanding the foregoing, prior to issuance of a certificate of occupancy for the project, Developer may substitute the property identified above with other property of sufficient square footage, subject to approval, not to be unreasonably withheld, by the City and the Blaine County Housing Authority or may satisfy the mitigation requirement through in-lieu of fees, or a combination of substituted property and in lieu fees, so long as the mitigation measures set forth in Exhibit B are met. Any substitution or alternative mitigation shall occur through an amendment consistent with the amendment provision of this Agreement.

6. **Withdrawal.** Developer may withdraw from this Agreement upon thirty days notice to City provided that Developer has not commenced building and has received no benefit from a maximum FAR exceedance. Withdrawal shall cause an immediate reversion to the permitted gross FAR as set forth in Exhibit A: K.M.C. 17.124.040(A) at the time of this Agreement.
7. **Amendments.** This Agreement may not be amended, modified, altered or changed in any respect whatsoever, except by further agreement in writing duly executed by the parties.
8. **No Assignment.** Developer shall not sell, assign, or transfer all or any portion of its interest in this Agreement at any time without consent of the City.

9. **Binding Effect.** This Agreement shall be binding upon the heirs, estates, personal representatives, successors, and assigns of the parties.
10. **Attorney Fees and Costs.** In the event any action is brought to enforce this Agreement, the prevailing party is entitled to an award of reasonable attorney fees and costs.
11. **Notices.** Any notice under this Agreement shall be in writing and shall be treated as duly delivered if the same is personally delivered or deposited in the United States mail, certified, return receipt requested, postage prepaid, and properly addressed to the contacts as specified at the beginning of this Agreement.
12. **Partial Invalidity.** Whenever possible, each provision of this Agreement shall be interpreted in such a way as to be effective and valid under applicable law. If a provision of this Agreement is prohibited by or invalid under applicable law, it shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
13. **Waiver:** The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power, or privilege under this Agreement or the documents referenced in this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege.
14. **Execution and Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original agreement, but all of which shall be considered one instrument.

DATED THIS 21ST DAY OF MAY, 2018.

Developer
J Peterman Development LLC



Adam DiPiazza, Member

City of Ketchum, Idaho



Neil Bradshaw, Mayor

Attest:



Robin Crotty, City Clerk

FAR Exceedance Agreement - 3
Contract #20171

Exhibit A**17.124.040: FLOOR AREA RATIOS AND COMMUNITY HOUSING:**

A. General Requirements: All new buildings and alterations to existing buildings in the GR-H, T, T-3000, T-4000 and CC zoning districts, unless otherwise specified in this title, shall be subject to the maximum floor area ratio (FAR) described below. Hotels that meet the definition of "hotel" found in chapter 17.08 of this title may exceed the floor area listed in the table below subject to section 17.124.050 of this chapter.

| Districts | Permitted Gross FAR | Inclusionary Housing Incentive |
|-----------|---------------------|--------------------------------|
| GR-H | 0.5 | 1.4 |
| T | 0.5 | 1.6 |
| T-3000 | 0.5 | 1.6 |
| T-4000 | 0.5 | 1.6 |
| CC | 1.0 | 2.25 |

B. Inclusionary Housing Incentive:

1. The purpose of this section 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. Land within the zoning districts specified in the table above may be built to the listed permitted FAR. As an incentive to build community housing units, floor area may be increased up to the maximum FAR listed in said table with inclusionary housing incentive.
2. An increased FAR may be permitted subject to design review approval, and provided, that all of the following conditions are met:
 - a. A minimum of twenty percent (20%) of the total increase in gross floor area above the greater of the permitted FAR is deed restricted in perpetuity as community housing unit(s). Of this gross square footage, a fifteen percent (15%) reduction will be allowed as a standard discount from gross square footage to net livable square footage for community housing units.
 - b. After calculating net livable square footage, an allowance can be made for projects with demonstrated groundwater issues as documented by a registered engineer. Upon determination by the city that groundwater on the subject property precludes underground parking, a credit of three hundred fifty (350) square feet per required parking space shall be subtracted from the net livable square footage prior to the

calculation for the twenty percent (20%) deed restricted community housing. Parking space credit shall be rounded to the nearest whole number, and shall not be calculated as fractions.

- c. Community housing requirements may be paid via a fee in lieu of housing. The community housing units times the fee equals the amount due to the city. The fee in lieu shall be recommended by the governing housing authority on an annual basis and adopted by the city council. For fractions of units, the developer has the option of providing a full housing unit rather than paying the fee in lieu or working with the city or other nonprofit entity to construct the balance of the community housing unit with additional funds.
- d. All community housing units, either for sale or rent, shall be administered by the governing housing authority, unless otherwise determined by the city council. The governing housing authority shall recommend the types and locations of all proposed community housing units for approval by the city.
- e. The community housing units shall be targeted for Blaine County housing authority income category 4 (100 percent or less of area median income). The applicant may seek the recommendation of the governing housing authority in the determination of an alternative category with corresponding adjustment in the amount of community housing required. Said recommendation, if mutually agreed upon by the applicant and the commission, may be used in place of category 4. This allowance shall be based on need for the category type. The definition of who may qualify to purchase affordable housing shall be maintained in the guidelines of the governing housing authority as adopted by the city council.
- f. The city's primary goal is to see the development of and encourage the construction of community housing units, but realizes that other options will also move the city closer to its goal of housing the workforce. With this in mind, the following options for fulfillment of the community housing incentive are available to the applicant outright. These include, but are not limited to:
- (1) Housing constructed by the applicant on or off site, within the city of Ketchum;
 - (2) Payment of an in lieu fee; or
 - (3) Acquisition of existing housing stock that meets with the governing housing authority's requirements and approval.
- g. In addition to those outright options noted in this section, the city council may consider alternative proposals by the applicant to fulfill the community housing incentive. The city council has full discretionary power to determine said request. Options for fulfillment of the community housing incentive include, but are not limited to:
- (1) Land conveyance to the city;
 - (2) Existing housing unit buy down or mortgage buy down; or

(3) Other proposals and options as approved by the city council.

3. In the CC district, the maximum floor area incentive applies to buildings up to three (3) stories in height. Buildings above three (3) stories may exceed the 2.25 FAR maximum only in accordance with the pertinent code provisions allowing for a fourth floor (for example, hotels, PUDs and 100 percent community housing project, etc.). For hotel uses, community housing calculations apply to all those portions of the hotel development except the hotel units, which are addressed pursuant to employee housing of this chapter. (Ord. 1135, 2015)

Exhibit B

EXCEEDANCE AGREEMENT COMPLIANCE

PROJECT: The Onyx at Leadville Residential Project

FILE NUMBER: 18-005

DEVELOPER: J Peterman Development, LLC

REPRESENTATIVE: Hollis Rumpeltes Architects, AIA

REQUEST: Design Review approval for eight (8) new multi-family residential units and associated site improvements.

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

ZONING: Tourist (T)

BACKGROUND:

1. The applicant is proposing to construct a three-story, multi-family residential building containing eight (8) residential units and eighteen (18) underground parking spaces with associated site improvements.
2. The subject property is located in the Tourist (T) Zoning District and is located at 341 S. Leadville Avenue (Trail Creek Condominiums Amended: Block 1A).
3. The applicant is proposing to construct a multi-family residential building, which will have a total square footage of 19,888 gross square feet, and a Floor Area Ratio (FAR) of 1.2 (19,888 sq ft/16,092 sq ft).
4. As a condition of Design Review approval, the project shall comply with the requirements of Ketchum City Code §17.124.040 as adopted on the date a building permit is submitted for the project.
5. The Planning and Zoning Commission approved the Design Review application for the Onyx at Leadville residential project on February 12th, 2018. Building Permit plans must conform to the approved Design Review plans unless otherwise approved in writing by the Planning and Zoning Commission or Administrator.

Table 1. EXCEEDANCE ANALYSIS

| Yes | No | N/A | Regulation | | | | | | | | | | | |
|-------------------------------------|--------------------------|--------------------------|-------------------|--|----------|-----|-------------|-------|--------------|-------|-------------|-------|--------------|---------------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.124.040 | <p align="center">Floor Area Ratios and Community Housing</p> <p>The project shall comply with the requirements of Ketchum City Code §17.124.040 as adopted on the date a building permit is submitted for the project.</p> <p>Permitted in Tourist (T) Zoning District Permitted Gross FAR: 0.5 Inclusionary Housing Incentive: 1.6</p> <p>Proposed FAR: 1.2 (19,888 sq ft/16,092 sq ft)</p> <p>Gross Floor Area (sq ft)</p> <table border="1"> <tr> <td>Basement</td> <td>N/A</td> </tr> <tr> <td>First-Floor</td> <td>7,173</td> </tr> <tr> <td>Second-Floor</td> <td>6,729</td> </tr> <tr> <td>Third-Floor</td> <td>5,986</td> </tr> <tr> <td>Total</td> <td>19,888</td> </tr> </table> <p>Community Housing CH incentive: The applicant shall provide 2,013 square feet of community housing either on-site or elsewhere within the City of Ketchum or pay a fee in-lieu.</p> <ol style="list-style-type: none"> 1. Increase in sq ft above FAR = 11,842 sq ft (19,888 sq ft– 8,046 sq ft) 2. 20% of CH incentive to be deed restricted or pay fee in lieu: 2,368 sq ft: (11,842 sq ft · .20 = 2,368 sq ft) 3. Reduced by 15% to account for circulation, mechanical, etc.: 2,013 sq ft: (2,368 sq ft · .85 = 2,013 sq ft) <p>The applicant shall provide 2,013 sq ft community housing unit or pay a fee in-lieu of \$479,094. The applicant has identified an acquired property to satisfy the mitigation requirement:</p> <p align="center">121 SHORT SWING LN A Legal: ADI'S TOWNHOMES SUBLOT 2 Parcel #: RPK0271000020</p> <p>The mitigation property shall be targeted for Blaine County Housing Authority Income Category 4 or greater and shall be listed for sale through the Blaine County Housing Authority concurrent with the issuance of certificate of occupancy by the City for Developer's Project.</p> | Basement | N/A | First-Floor | 7,173 | Second-Floor | 6,729 | Third-Floor | 5,986 | Total | 19,888 |
| Basement | N/A | | | | | | | | | | | | | |
| First-Floor | 7,173 | | | | | | | | | | | | | |
| Second-Floor | 6,729 | | | | | | | | | | | | | |
| Third-Floor | 5,986 | | | | | | | | | | | | | |
| Total | 19,888 | | | | | | | | | | | | | |

Attachment B



April 27, 2018

Abby Rivin, AICP
City of Ketchum, Associate Planner
P.O. Box 2315, 480 East Ave. N., Ketchum, ID 83340

RE: FAR Exceedance Agreement Contract #20171 - J Peterman Development, LLC

Dear Abby,

With regard to the referenced Exceedance Agreement Contract, the Blaine County Housing Authority has entered into negotiations to formally agree and accept the identified mitigation property listed so that the developer can fulfill the community housing contribution required by the City of Ketchum.

Terms of the proposed agreement with J Peterman Development, LLC shall include, at a minimum, the following criteria:

- Property Address: 121 Short Swing Lane, #A, Ketchum, ID.
- Target Income Category: 5 - based on our current community homeowner requests for larger properties in the North Valley and applicant database criteria, this unit being a 4-bedroom, 3.5 bath with a one car garage is highly valued and desired. Because of the property's size and location BCHA has deemed that the affordability should target households at 100% to 120% of the AMI. BCHA will, at the time of occupancy, qualify the buyer and set a maximum sales price based on limits in effect at the time. Currently, a maximum sale price calculation for an Income Category 5, would price the property at no more than \$332,671. (see attached Community Housing Price Calculator). The maximum sale price shall be formally set between BCHA and J Peterman, LLC in a pricing agreement with BCHA prior to the issuance of a building permit.
- An amount of no more than \$10,000 set aside for a maximum of 3 years, to be used by the new owner household should a major system default, *such as heat system, plumbing or electrical, structural, exterior, or roof.*
- BCHA requires a professional inspection of the property (paid for by developer) be performed prior to marketing the property for sale to help identify any material defects, and developer agrees to repair items identified in the inspection report, if any.

- BCHA will collect a 3% administration fee from the developer upon sale of property to a qualified income household and will act as seller's agent for the transaction.
- Upon recording of sale, and prior to the issuance of a certificate of occupancy to developer, the BCHA Community Housing Covenant Running with the Land shall be simultaneously recorded, establishing the property's Income Category set as 5, and stipulating the property's and community homeowner's adherence the BCHA guidelines.

Please let me know if you require any additional information or if you have any questions.

Sincerely,



Bobi Bellows, MA GPC
BCHA, Program Director

Attachment(s): 1

cc. Suzanne Frick, City of Ketchum City Administrator
J Peterman, LLC via Shannon Flavin, Windermere Real Estate
James R. Laski, Lawson Laski Clark & Pogue, PLLC
Nathan Harvill, BCHA Executive Director

2018 BCHA Income Limits and Maximum Housing Costs

COMMUNITY HOUSING PRICE CALCULATOR - 2018

MAXIMUM COMMUNITY HOUSING UNIT SALE PRICES BY CATEGORY

Assumptions:

Interest Rate: **5.00%**

Homeowner Dues or other fees (monthly):

| Unit Size | Household Size (imputed) | Category 1 Up to 50% of Median | Category 2 50% to 60% of Median | Category 3 60% to 80% of Median | Category 4 80% to 100% of Median | Category 5 100% to 120% of Median | Category 6 120% to 140% of Median | Category 7 140% to 160% of Median | Category 8 160% to 180% of Median | Category 9 180% to 200% of Median | Category 10 200% to 220% of Median |
|-----------|--------------------------|-----------------------------------|------------------------------------|------------------------------------|-------------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|---------------------------------------|
| Studio | 1 person | \$64,761 | \$107,829 | \$129,522 | \$172,590 | \$215,817 | \$258,727 | \$301,795 | \$345,021 | \$388,090 | \$431,316 |
| 1 Bedroom | 1.5 persons | \$69,353 | \$95,637 | \$138,705 | \$184,940 | \$231,017 | \$277,252 | \$323,487 | \$369,564 | \$415,799 | \$462,034 |
| 2 Bedroom | 2.5 persons | \$78,695 | \$91,203 | \$157,231 | \$209,483 | \$261,893 | \$314,145 | \$366,556 | \$418,966 | \$471,218 | \$523,628 |
| 3 Bedroom | 3.5 persons | \$90,412 | \$106,721 | \$175,598 | \$234,184 | \$292,611 | \$351,197 | \$409,624 | \$468,210 | \$526,637 | \$585,222 |
| 4 Bedroom | 5.0 persons | \$114,004 | \$166,415 | \$199,666 | \$266,168 | \$332,671 | \$399,174 | \$465,676 | \$532,495 | \$598,998 | \$665,184 |

The Sale Prices calculated above are gross prices. The seller will be responsible for payment of all sales and closing fees (including the 3% BCHA administrative fee).

Calculation of Maximum Sale Prices for specific units:

1. Locate the maximum monthly housing cost by Category and Unit Size. (For instance, this four bedroom, category 5 unit would have a maximum monthly housing cost of: **\$2,316**)
2. Deduct a 15% Tax, Insurance, and Utility allowance from the specified figure. In the example:
15% of **\$2,316** equals: **\$222** resulting in: **\$2,094**
3. Deduct any Homeowner's Dues or other required payments from the figure arrived at in step 2.
In the example, if the unit has associated homeowner dues of \$/month **\$2,094** minus dues of **\$0** /month equals: **\$2,094**
This is the amount available for payment of principal and interest.
4. Obtain the interest rate assumption from the BCHA. (Note: the interest rate assumption will consider how interest rates affect affordability in the future and may not reflect current rates).
5. Utilizing the payment arrived at in step 3, the interest rate assumption from step 4, and a 30-year amortization period, calculate a total maximum allowable sale price for the subject unit.
In the example, a payment of: **\$2,094** at an interest rate of: **5.00%** (be sure to obtain the latest rate from BCHA), with a thirty-year amortization yields a maximum allowable sale price of: **\$332,671**

Attachment C



BLAINE COUNTY HOUSING AUTHORITY

208.788.6102 | INFO@BCOHA.ORG | WWW.BCOHA.ORG | 191 SUN VALLEY ROAD | PO BOX 4045 | KETCHUM, ID 83340

City of Ketchum
Planning Department
PO Box 2315
480 East Ave. N.
Ketchum, ID 83340

Attn: John Gaeddert, Director of Planning

November 8, 2019

Dear John,

Blaine County Housing Authority has been in contact with representatives of J Peterman Development, LLC to discuss a change of the Mitigation Property, identified in Paragraph 5 of Contract #20171 from 121 Short Swing Lane to 102 Irene Street. We are supportive of this change due in part to the fact that the new property contains two housing units, rather than one, and is better suited to needs of the households currently within the BCHA database.

During a site visit with BCHA staff, we determined informally that the replacement property would be a serviceable option for households earning between 70% and 120% of the Blaine County Area Median Income (Income Categories 3 to 5).

We believe that adding two additional housing units into the Community Housing pool will have a lasting benefit for the City of Ketchum, its workforce, and local population.

BCHA is in support of the amendment to FAR Exceedance Agreement Contract #20171 and recommends adoption by the Council. Should you have any questions, feel free to contact me.

Cordially,

Nathan S. Harvill
Executive Director
Blaine County Housing Authority

The Blaine County Housing Authority's mission is to advocate, promote, plan and preserve the long-term supply of desirable and affordable housing choices in all areas of Blaine County in order to maintain an economically diverse and vibrant community.



City of Ketchum

November 18, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to hold a public hearing, begin to make findings, and continue the public hearing for the three applications affecting the proposed 1st and 4th Street Mixed Use Building by Jack Bariteau

Recommendation and Summary

Staff is recommending the Council adopt the following three motions:

- (1) Move to Continue the Public Hearing pertaining to the proposed approximately 110' x 30' Partial Alley Vacation Application in Block 57 immediately adjacent to property owned by Bariteau and Holt & Johnson, LLC for additional analysis. (Note: a copy of the June 10, 2019 Commission approved Vacation findings are set forth in **Attachment A**).
- (2) Move to Continue the Public Hearing pertaining to the proposed Preliminary Plat Application pending resolution of the Partial Alley Vacation. (Note: a copy of the June 10, 2019 Commission approved Preliminary Plat findings and associated plat are set forth in **Attachment B**).
- (3) Move to Continue the Public Hearing pertaining to the proposed Development Agreement in order to more fully address the draft terms and conditions of approval as set forth in **Attachment C**. (Note: the applicant proposes a series of edits to the Commission-recommended Development Agreement, which are shown in **Attachment C1**).

The reasons for the recommendations are as follows:

- Vacating alleyway access when (1) safer alternatives exists, (2) neighboring uses are not inhibited, (3) appropriate design solutions are forwarded, and (4) necessary utility and pedestrian accommodations are provided is consistent with Idaho Code and the provisions of the Ketchum Municipal Code. (See **Attachment D** for public interest rubric details, including the interests of adjacent property owners, the city traditionally applies to project design and vacation applications); and
- Approving a preliminary plat, design review, and memorializing key provisions of the Commission's determination on the 1st and 4th Mixed Use project within a Development Agreement is a best practice in planning and zoning matters that involve multiple procedural requirements and factual determinations.

Introduction and History

The proposed Bariteau Mixed Use Project at 1st & 4th included five applications that were reviewed by the Ketchum Planning and Zoning Commission earlier in 2019. Subject Commission review resulted in:

1. The Applicant's withdrawal of a height variance request;
2. Design Review approval (project drawing excerpts are included for reference in **Attachment E**); and,
3. Three recommendations of approval to the Council for the partial alley vacation, preliminary plat and development agreement as noted in Attachments A-C.

Alley Vacation & Preliminary Plat: Staff recommends conditional approval of both the partial alley vacation and plat amendment, provided: maintenance terms for both the vacated and un-vacated portions of the Block 57 alley can be satisfactorily resolved. Noted public interest concerns to be addressed in the partial alley vacation and preliminary plat findings and potential conditions of approval include, by alleyway area, the following:

Proposed Block 57 **Vacated** Alleyway Area

- Snowmelt
- Continued Pedestrian Access
- Utility & Emergency Access

Proposed Block 57 **Un-vacated** Alleyway Area

- "Maintenance Area" Terms to assure:
 - vehicle turnaround
 - winter plowing (private plowing)
- Alleyway repair and upkeep (city)
- Fire protection and emergency services
- Utility services (IPCO, Clear Creek, etc)

Development Agreement: To help memorialize key provisions of the City's deliberations, a Development Agreement has been recommended by the Commission to Council for recordation against the Property affected by Bariteau's 1st and 4th Mixed-Use Project. This is a best practice and Attachment C includes all the key provisions contained in the Commission's Findings of Fact and Conclusions of Law for the Vacation, Preliminary Plat, and Design Review. Additional provisions still pending, in part, include: Owner shall enter into an Alley Maintenance Agreement with the City to ensure Owner is responsible for snow removal for the unvacated portion of the Alley.

Attachments

A – Partial Alley Vacation Findings, as Signed by Commission Chair on June 10, 2019

B – Preliminary Plat Findings, as Signed by Commission Chair on June 10, 2019

C – Development Agreement, as Approved by the Commission on June 10, 2019

C1 – Applicant Proposed Edits to PZ-Recommended Development Agreement

D – Public Interest Rubric for Vacations

E – Excerpt of Approved Design Review Drawings for 1st and 4th Mixed Use Project

F – Written Public & Agency Comment Received for Council Hearing(s)

IN RE:)
) KETCHUM PLANNING & ZONING COMMISSION
 Petition to Vacate)
 City Rights of Way) FINDINGS OF FACT, CONCLUSIONS OF LAW
) AND DECISION

BACKGROUND FACTS

APPLICANTS: Holt Johnson LLC & Jack E. Bariteau Jr Separate Property Trust UTA
 10/2/96

REPRESENTATIVE: Benchmark Associates

REQUEST: Request to vacate the northern approximately 30' x 110' of alleyway within Block 57 of the Ketchum City Townsite. The western ½ of the alley (15' x 110') is proposed to benefit 160 W. 4th (owned by Holt & Johnson LLC) and the eastern ½ of the alley (15' x 110') is proposed to benefit 391 N. 1st Ave. (owned by Jack E Bariteau Jr, trustee, of the Jack E. Bariteau Jr Separate Property Trust UTA 10/2/96).

As noted in Exhibit F and, specifically, the April 2019 Preliminary Plat for Ketchum Townsite: Block 57: Lots 1B and 6A, "a 30' wide by 110' public utility easement, emergency access easement and public pedestrian access is granted the public" for all but the landscape area within the vacated alleyway to assure continued access from Sun Valley Road to 4th Street through subject alleyway in Block 57.

NOTICE: All requirements of notice have been met. Legal notice was published in the Idaho Mountain Express, a newspaper of general circulation, on April 24 and May 1, 2019. A notice of the public hearing regarding this matter was mailed to property owners within 300 feet of the boundaries of the subject Vacated ROW on May 3, 2019.

ZONING: The subject area proposed for vacation is located in Sub-District 2 of the Community Core.

GENERAL FINDINGS OF FACT

1. The applicants are petitioning the City of Ketchum to vacate portions of an alley in Block 57.
2. The Planning and Zoning Commission conducted both a site visit and a public hearing on this application on May 13, 2019, and recommended approval to the City Council, subject to the proposed conditions below.

3. As evidenced by the site visit and survey, the area proposed for alley vacation is not suitable for vehicular access, particularly during winter months, due to steep slopes and limited sight visibility for westbound traffic on 4th Street; and, as such, subject alleyway is under-used.
4. Block 57 currently has a through alley which has been maintained by the city. As noted by the city streets department, the city historically has plowed snow to the north end of the alley, storing snow on the northern portion of the alleyway that is the subject of this alley vacation. The plowing and storage of snow on the northern portion of the alleyway effectively closes the alley to vehicular and pedestrian use during winter months. If the north section of the alley is vacated, the city street department would not necessarily continue to maintain the alley as the city typically does not maintain partial alleys.
5. Prior to recording the plat the applicant shall enter into a Maintenance Agreement, approved by Ketchum City Council, regarding the applicant's maintenance of the 30' x 25' portion of alley directly adjacent to the vacated portion of the alley; the applicant has agreed to maintain this 30' x 25' portion of alley because the applicant's proposed improvements to the vacated portion of the alley interfere and/or prevent city maintenance of the 30' x 25' portion of alley
6. Based on title and survey work by Benchmark Associates, there are utilities within the Block 57 alleyway, which will be duly noted within the public utility easements referenced on the final plat. One of the utilities in the alleyway that requires additional attention is the Ketchum Springs Water Line, which is tentatively scheduled to be abandoned in September 2020 and includes service stubs to 4-of-the-5 properties in Block 57. The fifth property is the Holt Johnson LLC property that will enjoy half of the vacated alley with this project. As noted by the Ketchum Water Department comments, if the Applicants wants to start excavation on the alley before the City abandons the existing Ketchum Springs Water Line and provides new service stubs/tie-ins for each of the properties in Block 57, then the Applicant should plan to pay the full cost of conversion for each of the properties.
7. Based on the recommendation of the Planning and Zoning Commission, upon hearing evidence by the public, there is a need to preserve pedestrian and/or non-vehicular access within the vacated portion of the Block 57 alleyway. Subject pedestrian/non-vehicular access shall be memorialized (a) within the Development Agreement recorded against the 391 N. 1st Ave / Bariteau property and (b) on the Final Plat for Ketchum Townsite: Block 57: Lots 1B and 6A (affecting both the 391 N. 1st Ave / Bariteau property and 160 W. 4th / Holt & Johnson LLC property). Further, to assure usability of the pedestrian/nonvehicular access the Applicant agreed, upon recommendation by the Commission, to (a) sign subject easement for public use, (b) assure the walkway is properly lit in accordance with the city night sky ordinance, and (c) snowmelt the entire 110' walkway including the stairway.

8. Any future building proposed on either Lots 1B or 6A will not intrude into the vacated alleyway.
9. As recommended in the Ketchum Comprehensive Plan, subject alley vacation balances the “relationship between physical development goals, such as land use and infrastructure or land conservation, with social and economic goals, such as economic development.”

CONSIDERATIONS & RECOMMENDATION

1. All public rights of way and lands are entrusted to the City for the good of the community and should be evaluated with a long-term perspective.
2. Benchmark Associates has located all utilities within the alley area proposed for vacation and has designated a public utility easement on the proposed Final Plat for Ketchum Townsite: Block 57: Lots 1B and 6A.

PROCESS AND CRITERIA FOR REVIEW

The Planning and Zoning Commission is a recommending body to the City Council on right of way vacations and has recommended approval of the current application. The Planning & Zoning Commission has conducted a duly-noticed public hearing on the matter. Title 16, Subdivision Ordinance, Ketchum Municipal Code offers the following for Vacations and Dedications:

16.04.050: VACATIONS AND DEDICATIONS:

- A. *Application: Any property owner desiring to vacate an existing public street, alley or easement right of way, or desiring to dedicate a street or alley right of way shall file an application with the administrator. Upon receipt of the completed application and other information reasonably required by the administrator, the date of acceptance of the application shall be affixed on the application. Thereafter, such application shall be placed upon the commission agenda for consideration at a regular meeting of the commission, and the procedures followed for such vacations shall comply with Idaho Code sections 50-1321, 50-1325 and 50-1306(A), including subsequent amendment or codification.*
- B. *Commission Action: The commission shall consider the application and testimony of the applicant and such other information as may come before it with regard to the proposed vacation or dedication. The commission shall consider the interests of the adjacent property owners, public utilities, conformance of the proposal with the comprehensive plan and the future development of the neighborhood, and shall make its recommendations for accepting or rejecting such application. If dedication of a street is accepted, recommendations for improvements to be made prior to the acceptance shall be made by the commission.*

- C. *Council Action: In considering an application for vacation of an existing street, alley or easement right of way, the council shall establish a date for public hearing and give such notice as required by law. The council shall hear and consider the public testimony, applicant testimony, recommendations of the commission, and any other information as may be brought before the council. Whenever the council vacates an existing public street, the city shall provide adjacent property owners with a quitclaim deed for the vacated street as prescribed by law. Such vacation shall become effective upon delivery of such deed(s). When considering an application for dedication to the public of a street, alley or easement right of way, the council may require certain improvements be constructed or performance bond furnished prior to acceptance of the dedication. To complete the acceptance of any dedication, the council shall accept same by resolution or by approval of a final subdivision plat.*
- D. *Exemptions: The provisions of this section shall not apply to the widening of any street which is shown in the comprehensive plan or the dedication of non-vehicular easements to the city. (Ord. 316 § 5, 1979)*

Findings:

1. This application has been made by the owner of all properties abutting the public right-of-way proposed for vacation, and said request for vacation has been adequately noticed, per I.C. 50-1321.
2. Future development of the neighborhood and, particularly, the remainder of the Block 57 properties abutting subject alleyway are not compromised by the proposed Holt/Bariteau alley vacation as the existing alleyway access for each of the properties south of the proposed vacation area are retained. Further, access from these properties is typically not possible during winter months and access to the south is onto Sun Valley Road at a relatively flat grade and with good sight distances in each direction.
3. Portions of the alleyway right of way considered for vacation include public utilities, which will be memorialized within public utility easements on the final plat.
4. The proposed alley vacation in Block 57 is found to be in the public interest, provided: (a) both a public utility and pedestrian/non-vehicular easement is reserved concurrent with the vacation order; (b) no new buildings on new Lot 1B or 6A encroach into subject 30' x 110' vacated alleyway; (c) the entire 110' walkway including the stairway within subject pedestrian/non-vehicular easement is kept free of snow during winter months using a snowmelt system, is signed for public use, and properly lit in accordance with the city night sky ordinance; and (d) the existing Ketchum Springs Water Line within Block 57 is properly vacated and new service lines and metering is extended to all properties within Block 57 that are currently serviced by subject Ketchum Springs Water Line. Because city funds are not available for subject re-connection of water lines, subject costs shall be borne by the applicant unless otherwise agreed to in writing by the City Council.

CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation organized under Article XII of the Idaho Constitution and the laws of the State of Idaho, Title 50, Idaho Code.
2. Under Chapter 65, Title 67 of the Idaho Code, the City has passed a land use and subdivision ordinance, Title 16.
3. The City of Ketchum Planning Department provided adequate notice of the time, place and summary of the applicant's proposal to be heard by the City Council for review of this application.
4. The proposed vacation **does** meet the standards of approval under Idaho Code Section 50-311 and Ketchum Subdivision Code Title 16, Chapter 16.04.050, subject to conditions of approval.

DECISION

THEREFORE, the Ketchum Planning & Zoning **recommends approval** to the Ketchum City Council the request of the Applicants to:

1. Vacate the northern approximately 30' x 110' of alleyway within Block 57 of the Ketchum City Townsite with the western ½ of the alley (15' x 110') transferred to 160 W. 4th (owned by Holt & Johnson LLC) and the eastern ½ of the alley (15' x 110') transferred to 391 N. 1st Ave. (owned by Jack Eli Bariteau Jr, trustee, of the Jack E. Bariteau Jr Separate Property Trust UTA 10/2/96).

This approval is subject to the following conditions:

1. Dedication of a public utility and emergency access easement on the final plat prior to recordation.
2. Dedication of a pedestrian/non-vehicular access easement within the vacated portion of the Block 57 alleyway. Subject dedication shall be reflected (a) within the Development Agreement recorded against the 391 N. 1st Ave / Bariteau property; and, (b) on the recorded Final Plat for Ketchum Townsite: Block 57: Lots 1B and 6A (affecting both the 391 N. 1st Ave / Bariteau property and 160 W. 4th / Holt & Johnson LLC property).
3. Prior to recording the plat the applicant shall enter into a Maintenance Agreement, approved by Ketchum City Council, regarding the applicant's maintenance of the 30' x 25' portion of alley directly adjacent to the vacated portion of the alley; the applicant has agreed to maintain this 30' x 25' portion of alley because the applicant's proposed improvements to the vacated portion of the alley interfere and/or prevent city maintenance of the 30' x 25' portion of alley.
4. The entire 110' walkway including the stairway within subject pedestrian/non-vehicular easement is: (a) kept free of snow during winter months using a snowmelt system, (b)

signed for public use, and (c) properly lit in accordance with the city night sky ordinance.

5. No buildings on new Lots 1B or 6A encroach into subject 30' x 110' vacated alleyway.
6. In compliance with City and Health Department requirements, the existing Ketchum Springs Water Line within Block 57 needs to be properly abandoned and new service lines and metering extended to all properties within the entirety of Block 57. Because city funds are not currently available for this project, if the Applicants wants to start excavation on the alley before the City abandons the existing Ketchum Springs Water Line, then the Applicant is responsible for providing new service stubs/tie-ins for each of the properties in Block 57 and the full cost of conversion for each of the properties.

Findings of Fact **adopted** this 10th day of June 2019.



Planning & Zoning Commission Chair or Vice-Chair

Attachment B

CITY OF KETCHUM
TITLE 16, CHAPTER 16.04 SUBDIVISIONS
FINDINGS OF FACT AND DECISION

Applicants: Holt Johnson LLC ("Holt") & Jack E. Bariteau Jr Separate Property Trust UTA 10/2/96 ("Bariteau")

File #19-039: This application adjusts the lots lines of three existing lots (one lot owned by Holt and two lots owned by Bariteau), as well as a 30' x 110' portion of the alleyway within Block 57 of the Ketchum Townsite. The resulting two newly created lots assume the vacation of subject alleyway as set forth in Exhibits B and F and the merging of lot lines as follows.

As depicted on the 4/30/2019 Preliminary Plat prepared by Benchmark Associates a (1) 0.42 acre Lot 1B within Block 57 of the Ketchum Townsite is created by merging Amended Lots 1 and 2 with the eastern half of the 30' wide x 110' long vacated alleyway; and (2) the 0.16 acre Lot 6A is created by merging the East 50' of Lots 5 & 6 with the western half of the 30' x 110' vacated alleyway. Subject application is located in the Community Core Mixed-Use Subdistrict 2.

Findings:

1. Notices with 10-day comment period were sent to adjacent property owners on the May 3, 2019, informing them of an opportunity to comment on the application. No public comments on the preliminary plat were received prior to hearing.
2. The proposal complies with the definition of "readjustment of lot lines" in Title 16, Chapter 16.04.
3. New Lot 1B within Block 57 of the Ketchum Townsite, owned by Bariteau, is created by merging Amended Lots 1 and 2 with the eastern half of the 30' wide x 110' long vacated alleyway.
4. New Lot 6A within Block 57 of the Ketchum Townsite, owned by Holt, is created by merging the East 50' of Lots 5 & 6 with the western half of the 30' x 110' vacated alleyway.
5. In compliance with City and Health Department requirements, the existing Ketchum Springs Water Line within Block 57 shall be abandoned and new service lines and metering extended to all properties within Block 57 currently serviced by subject Ketchum Springs Water Line. Because city funds are not currently available for this project, if the Applicants wants to start excavation on the alley before the City abandons the existing Ketchum Springs Water Line, then the Applicant is responsible for providing new service stubs/tie-ins for each of the properties in Block 57 and the full cost of conversion for each of the properties. Subject improvements are required prior to plat recordation.
6. All City and County requirements for final plat submittal, recordation, and signature shall be met, including (a) the proper dedication of public utilities along property lines and


within the vacated portion of the Block 57 alleyway as confirmed in writing by the respective utilities; and (b) a plat note depicting Lot 1B owner on-going responsibilities to assure the entire 110' walkway including the stairway within subject pedestrian/non-vehicular easement is: (i) kept free of snow during winter months using a snowmelt system, (ii) signed for public use, and (iii) properly lit in accordance with the city night sky ordinance.

7. Prior to recording the plat the applicant shall enter into a Maintenance Agreement, approved by Ketchum City Council, regarding the applicant's maintenance of the 30' x 25' portion of alley directly adjacent to the vacated portion of the alley; the applicant has agreed to maintain this 30' x 25' portion of alley because the applicant's proposed improvements to the vacated portion of the alley interfere and/or prevent city maintenance of the 30' x 25' portion of alley. The plat will clearly note that no buildings on new Lots 1B or 6A are permitted to encroach into the approximately 30' x 110' vacated alleyway.
8. The development agreement affecting Lot 1B shall be recorded against the property and referenced on the plat.

Decision:

THEREFORE, the Ketchum Planning & Zoning **recommends for approval** to the Ketchum City Council the request of Bariteau/Holt to reconfigure subject lots as depicted on the 4/30/2019 Preliminary Plat prepared by Benchmark Associates consistent with the aforementioned nine Findings.

Findings of Fact **adopted** this 10th day of June 2019.



Planning & Zoning Commission Chair or Vice -Chair

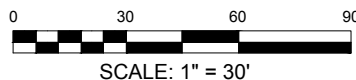
KETCHUM TOWNSITE: BLOCK 57: LOTS 1B & 6A

LOCATED WITHIN: SECTION 13, TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M.,
CITY OF KETCHUM, BLAINE COUNTY, IDAHO

WHEREIN THE BOUNDARY COMMON TO AMENDED LOTS 1 & 2 IS ELIMINATED AND THE EAST 15' OF
VACATED ALLEY IS ADDED TO AMENDED LOT 2, CREATING LOT 1B;

AND THE WEST 15' OF VACATED ALLEY IS ADDED TO THE EAST 50' OF LOTS 5 & 6, CREATING LOT 6A.

APRIL 2019
PRELIMINARY PLAT



LEGEND

- BOUNDARY LINE
- STREET CENTERLINE
- PUBLIC MONUMENT TIES
- LOT LINE ELIMINATED
- FOUND 1/2" REBAR
- FOUND 5/8" REBAR
- SET 5/8" REBAR, CAPPED LS13764
- FOUND COPPER MONUMENT WITH MAGNET IN SIDEWALK STAMPED LS13764

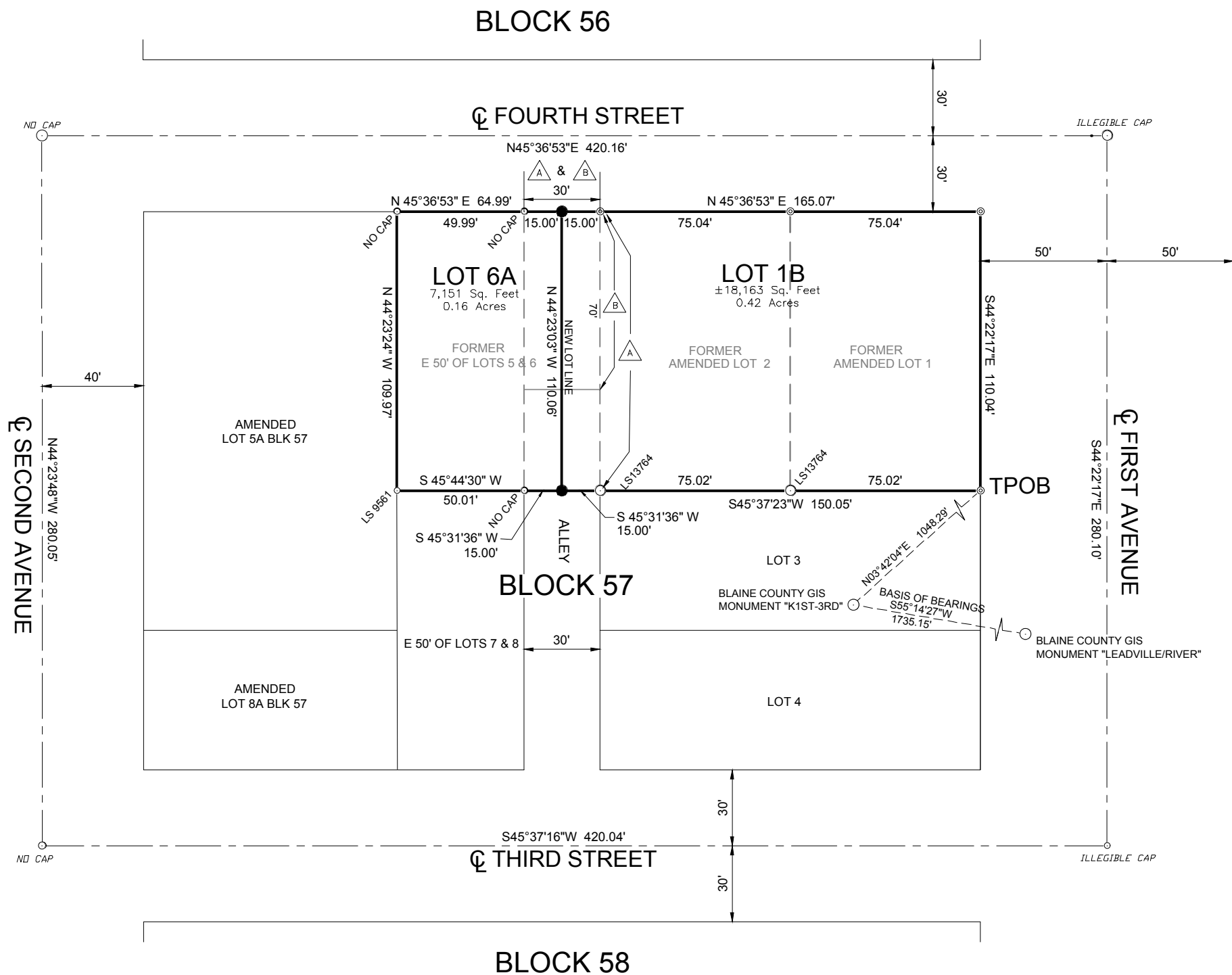
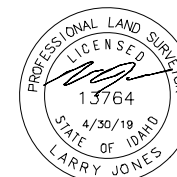
NOTES:

1. REFERENCE DRAWINGS: AMENDED LOTS 1 & 2 PER THE PLAT OF THE "RE-DIVISION OF LOTS 1 & 2, BLOCK 57, ORIGINAL KETCHUM TOWNSITE", RECORDED AS INST. NO. 191607, RECORDS OF BLAINE COUNTY, IDAHO. THE EASTERLY 50 FEET OF LOTS 5 AND 6 PER CORPORATION WARRANTY DEED, RECORDED AS INSTRUMENT NO. 445984.
2. EASEMENT A: A 30' WIDE BY 110 FOOT PUBLIC UTILITY EASEMENT, EMERGENCY ACCESS EASEMENT AND PUBLIC PEDESTRIAN ACCESS EASEMENT IS GRANTED AS SHOWN HEREON, EXCLUDING THE LANDSCAPED AREAS APPROVED BY THE CITY OF KETCHUM.
3. EASEMENT B: A 30' WIDE BY 70' MUTUAL RECIPROCAL INGRESS AND EGRESS EASEMENT IS GRANTED TO BENEFIT THE OWNERS AND TENANTS OF LOTS 1B AND 6A.


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



BLOCK 37

| | | |
|---|------------------|---------------|
|  | | |
| KETCHUM TOWNSITE: BLOCK 57: LOTS 1B & 6A | | |
| LOCATED WITHIN SECTION 13, TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO | | |
| PREPARED FOR: JACK BARITEAU | | |
| PROJECT NO. 19020 | DWG BY: DWS/CPL | 19020PG1.DWG |
| PRELIMINARY PLAT | DATE: 04/30/2019 | SHEET: 1 OF 1 |

Attachment C

| | |
|---|--|
| RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO: | |
|---|--|

(SPACE ABOVE LINE FOR RECORDER'S USE)

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“**Agreement**”) is dated for reference purposes this _____ day of _____, 2019, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation (“**Ketchum**” or “**City**”) and JACK E. BARITEAU, JR. as Trustee of the JACK E. BARITEAU, JR. SEPARATE PROPERTY TRUST, under agreement dated October 2, 1996 and MAIN DRIVE PROPERTIES, LLC, a Tennessee limited liability company (collectively “**Owner**”, and together with the City, the “**Parties**”).

BACKGROUND AND CONTEXT

A. Ketchum is a municipal corporation possessing all powers granted to municipalities under the applicable provisions of the Idaho Code, including the power to vacate rights-of-way, to grant variances to building height restrictions, to remove lot lines, grant rights to exceed building floor area ratio limitations, to grant licenses to encroach into the public right-of-way and the power to contract. A development agreement between the Parties is a collaboration that will provide mutual benefit for the Parties, businesses in the Commercial Core District and residents of the City.

B. Owner owns the real property situated in the State of Idaho, County of Blaine, commonly known as 391 N. 1st Avenue, Ketchum, Idaho and more particularly described as Lots 1 and 2 of Re-Division of Lots 1 and 2, Block 57, Original Ketchum Townsite, according to the plat thereof, recorded as Instrument No. 191607, records of Blaine County, Idaho (“**Property**”).

C. Owner has petitioned City to amend the current Property description to (a) vacate the common internal lot line between Lots 1 and 2 of the Property and (b) include the vacated fifteen-foot by one hundred and ten-foot (15’ x 110’) portion of alleyway adjacent the Property in Block 57, as more particularly described in paragraphs 5 and 6 above.

D. Owner has applied for design review approval for construction of improvements on the Property (“**Project**”) consisting of an approximately 34,729 gross square foot mixed use residential and commercial building to be constructed on and over a 15,225 square foot underground garage parking which will provide substantial public benefits, including a master lease of apartment units to Trail Creek Fund, LLC, or its successor (“**Hotel Developer**”) to fulfill its obligation for hotel employee housing as set forth in the June 4, 2018 First Amendment to the

Amended and Restated Development Agreement between the City and Trail Creek Fund, LLC. City acknowledges the square footages recited are approximate and the actual square footages will not be known until construction documents are prepared and submitted to the City for a building permit following which submittal the actual square footages shall apply to the Project.

E. The Parties agree that the Property shall be developed in accordance with this Agreement; all applicable City ordinances; and any additional conditions and requirements imposed upon the Property by the Ketchum Planning and Zoning Commission (“**Commission**”) and/or City Council (“**Council**”) during the design review, vacation, development agreement, plat amendment, and 4th Street / 1st Avenue encroachment approval processes.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, agreements, terms and conditions set forth herein, the Parties agree as hereinafter provided.

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

2. Incorporation of Related Findings, Agreements, Approvals, Permits and Plans. The following findings of fact, approvals, permits, plans, and documents are hereby incorporated into and made an integral part of this Agreement by reference as if restated herein in full:

- a. Findings of Act, Conclusion of Law, and Order regarding the request for vacation;
- b. FAR Exceedance Agreement;
- c. Preliminary and final plat documents and approvals;
- d. Decision and orders related to the 1st & 4th Mixed Use Building Design Review;
- e. Decision and orders related to Owner’s application for encroachment;
- f. Design review drawings;
- g. Alley, 1st Avenue, and 4th Street sidewalk and landscaping plans;

Any material failure to comply with the terms and conditions of any of the above-referenced documents shall constitute a breach of this Agreement.

In the event of any inconsistency between the terms and conditions of this Agreement and the findings of fact, approvals, permits and plans listed above, the more restrictive terms and conditions shall govern. Development of the Project shall be vested and governed by policies, procedures, guidelines, ordinances, codes and regulations of the City governing land use in effect as of the date this Agreement is recorded and continue consistent with §17.96.090 of the Ketchum Municipal Code.

Owner may request to be bound by future amendments to the Ketchum Municipal Code (“**KMC**”), or other regulations, policies or guidelines affecting development, and such request

may be approved administratively, by the Commission, and/or by the Ketchum City Council consistent with the KMC.

3. Right to Develop. Subject to the requirements of this Agreement and KMC, the Owner and all future owners of some or all of the Property shall have the right to demolish all or any portion of the existing structures and redevelop, construct, improve and use the Property as a mixed use residential and commercial building as depicted and described in the approved plans incorporated into the Agreement as fully set forth in the recitals, including the Planning and Zoning Commission approved Pivot North Architecture plans dated May 31, 2019 (“Plans”). The improvements on the Property shall be built exclusively as permitted under §17.96 of the KMC relating to design review approval. Any development of any portion of the Property substantially inconsistent with this Agreement or the design review approval for the Project shall constitute a breach of this Agreement by Owner.

Pursuant to KMC §17.96.090, the design review approval on this Project shall be valid for twelve (12) months from the date of final decision on the associated Findings of Fact, Conclusions of Law, and Decision. Application for a building permit must be done within this time as specified in KMC §17.96.090(A)(2). Any extension shall only be as allowed and specified in KMC §17.96.090.

Any application for a building permit submitted by Owner shall substantially comply with the requirements of applicable codes, agreements, approvals, plans, permits and other documents as such requirements exist on the day the building permit application is submitted. A building permit shall be issued within fourteen (14) months from the date of the final decision on the associated Findings of Fact, Conclusions of Law and Decision, and a certificate of occupancy shall be issued for the Project no later than 18 months after the building permit is issued unless the time for completion of the Project is extended by the City Council.

A building permit application that does not substantially comply with the requirements contained in applicable codes, agreements, approvals, plans, permits and other project documents may be rejected by the City within a reasonable time after completing review of the application by providing written notice to Owner describing the non-compliance in detail unless the non-compliance is cured by Owner within thirty (30) days. If a building permit application contains material changes to the above-referenced applicable codes, agreements, approvals, plans, permits and other documents an amendment to this Agreement must be applied for by Owner and considered by the City Council. If such amendment is approved by City Council, all inconsistent terms and conditions of the approvals referenced in Section 2 shall be deemed to have been amended to conform the amendment to this Agreement.

4. FAR Exceedance Agreement. The Parties agree Owner may exceed the gross floor area ratio limitations under KMC §17.124.040 and construct improvements on the Property having a floor area ratio up to and including 2.25, pursuant to that separate FAR Exceedance Agreement, and all conditions thereon, entered into by the Parties, dated _____, 2019, and hereby incorporated by reference. *{City comment: May need revising based on timing of FAR Exceedance Agreement approval.}*

5. Vacation of Alley. Owner has made application to the City for vacation of the alley right-of-way pursuant to KMC §16.04.050 and for a waiver of the alley improvement requirements set forth in Part I of KMC §16.04.040, which prohibits dead end alleys. If approved via separate City vacation process, such order or decision on vacation, including any and all conditions thereon, is hereby incorporated by reference and made a part of this Agreement. Any such alley vacation shall be deemed null and void in the event the Project is not completed within the time limits set forth in this Agreement.

6. Removal of Lot Lines and Inclusion of Vacated Alley. Owner has made application to the City for removal of the lot lines bisecting the Property, pursuant to Part L of KMC §16.04.030. As set forth in the April 2019 Preliminary Plat by Benchmark Associates, subject plat amendment will remove the lot line bisecting the Property and include the vacated portion of alley described in paragraph 5 above into a new Lot 1B, Block 57, Original Ketchum Townsite (“**Amended Property**”). The final Plat Map reflecting such changes shall not be recorded and become effective until after issuance of the Certificate of Occupancy for the project.

7. Sidewalk Improvements. Owner has proposed and hereby commits for the Project to include ten-foot wide sidewalks along both 1st Avenue and 4th Street. All of the proposed sidewalk improvements along 4th Street are in the public Right of Way (“**ROW**”), while half of the sidewalk improvements (+/- 5’ wide) along 1st Avenue are in the public ROW. Subject sidewalk improvements include snowmelt, raised landscape planters, street trees with decorative tree grates, public art, bike racks, pedestrian walkway lighting, and street lighting. Final approval of subject improvements and plans is required and will be subject to review and approval by the City through a separate encroachment agreement. Such encroachment agreement shall be obtained prior to issuance of a building permit for the project. *{City comment: applicant proposes additional edits not shown here that will require additional consideration by KCC at time of their review.}*

8. Encroachment on Right of Way. Owner has made application to the City for license for encroachments along the public Right of Way (“**ROW**”) for proposed sidewalk improvements along 4th Street, pursuant to KMC 12.08.040. If approved via separate City encroachment process, such order or decision on encroachment, including any and all conditions thereon, is hereby incorporated by reference and made a part of this Agreement. *{City comment: applicant proposes additional edits not shown here that will require additional consideration by KCC at time of their review.}*

9. Master Lease of Employee Housing Units. The Parties covenant and agree Owner may enter into a master lease with the Hotel Developer for apartment units containing eighteen (18) beds and thereby fulfill and satisfy the obligation of Trail Creek Fund, LLC under the Amended and Restated Development Agreement dated October 15, 2015 as amended by the Corrected Amendment to Amended and Restated Development Agreement dated June 21, 2016 and the First Amendment to Amended and Restated Development Agreement dated June 4, 2018 (“**Hotel Development Agreement**”). All apartment units leased to the Hotel Developer may be subleased, assigned or otherwise made available to employees of the Hotel Developer on terms and conditions determined by it in the exercise of its discretion. If the Hotel Development Agreement is terminated for any reason the apartment units shall cease to be governed by the

master lease and all use restrictions of the Hotel Development Agreement. Any such units committed to Hotel Developer as satisfaction of Hotel Developer's obligations may not also be counted as satisfaction of any required units necessary under the FAR Exceedance Agreement for the Project. Subject to Ketchum City Council approval, units satisfying the requirements of the FAR Exceedance Agreement may be included in the master lease with the Hotel Developer.

10. Conditions to Owner's Obligations. Owner's obligations hereunder are conditioned upon (1) receiving all the referenced approvals from the City and (2) securing financing. If either of those conditions (or part of one) is not satisfied, then this Agreement shall no longer be valid. *{City comment: applicant proposes additional edits not shown here that will require additional consideration by KCC at time of their review.}*

11. Required Improvements by Owner. Prior to issuance of a building permit, Owner agrees to provide the City security (irrevocable letter of credit, performance bond or set aside agreement) for completion of the improvements to both 4th Street and the vacated Block 57 alleyway consistent with the referenced approvals, plans and other documents. Subject security shall be approved as to both form and amount by the Ketchum City Council after receiving input from the City Attorney and City Engineer. The amount of security shall be at 150% of engineering estimates for the improvements. *{City comment: applicant proposes additional edits not shown here that will require additional consideration by KCC at time of their review.}*

12. Term. The term of this Agreement shall be two years and eight months (2 years 8 months) from the date of the final decision on the associated Findings of Fact, Conclusions of Law and Decision except such term will not be considered to supersede or amend the standard validity periods as specified in KMC, which may be shorter as to specific approvals and necessary steps (e.g. KMC §17.96.090 specifying that design review approval is only valid for twelve months without additional steps for extension).

13. Financing. Owner shall provide and show sufficient evidence to the City Council of full financing and funding for completion of the Project to the satisfaction of the City Council prior to issuance of a building permit for the Project. Owner shall evidence such financing by recording on the Property a deed of trust to secure a construction loan prior to issuance of a building permit and by such other proof of financing reasonably necessary for the satisfaction of the City Council that this condition is met. Owner shall not commence excavation or construction work on the Property until acceptable and approval of such financing evidence by the City. *{City comment: applicant proposes additional edits not shown here that will require additional consideration by KCC at time of their review.}*

14. Miscellaneous Provisions.

a) **Police Powers.** Except as otherwise expressly provided herein, nothing contained herein is intended to limit the police powers of Ketchum or its discretion in review of subsequent applications regarding development of the Property. This Agreement shall not be construed to modify or waive any law, ordinance, rule, or regulation not expressly provided for herein, including, without limitation, applicable building codes, fire codes, Ketchum's Zoning Ordinance, Ketchum's Subdivision Ordinance, and Planned Unit Development requirements for the Property.

b) Amendment. This Agreement may be revised, amended, or canceled in whole or in part, only by means of a written instrument executed by both Parties and as evidenced by amended plats and development plans.

c) Specific Performance. In the event of a breach of this Agreement, in addition to all other remedies at law or in equity, this Agreement shall be enforceable by specific performance by either party hereto. All remedies shall be cumulative.

d) Attorney's Fees. In the event either party hereto is required to retain counsel to enforce a provision of this Agreement, or to recover damages resulting from a breach hereof, the prevailing party shall be entitled to recover from the other party all reasonable attorney's fees incurred, whether or not litigation is actually instituted or concluded.

e) Notices. All notices required or provided for under this Agreement shall be in writing and deemed delivered upon delivery in person or upon mailing by certified mail, return receipt requested, postage prepaid. However, the time period in which a response to such notice must be given shall commence to run from the date of receipt on the return receipt of the notice. Rejection or refusal to accept, or the inability to deliver because of a change of address of which no notice was given shall be deemed to be receipt of the notice.

Notices to City shall be addressed as follows:

City of Ketchum
Post Office Box 2315
Ketchum, ID 83340
Attn: John Gaeddert, Planning Director
Telephone: 208.726-7801
Email: JGaeddert@ketchumidaho.org

Notices given to Owner shall be addressed as follows:

Jack E. Bariteau, Jr.
Post Office Box 84
Sun Valley, ID 83353
Telephone: 650.906-5636
Email: jack@waypointsunvalley.com

with a copy to:

Lawson Laski Clark & Pogue, PLLC
675 Sun Valley Road, Suite A
Post Office Box 3310
Ketchum, Idaho 83340
Attn.: Edward A. Lawson
Telephone: 208.725-0055
Email: eal@lawsonlaski.com

A party may change the address to which further notices are to be sent by notice in writing to the other party, and thereafter notices shall be addressed and transmitted to the new address.

f) Reliance by the Parties. This Agreement is intended by Owner to be considered by Ketchum as part of Owner's application for design review approval for the Project and the ancillary applications referenced. Owner acknowledges and intends the City to consider and rely upon this Agreement in its review and consideration of said applications.

g) Relationship of Parties. It is understood that the contractual relationship between City and Owner is such that neither party is the agent, partner, or joint venturer of the other party.

h) Successors and Assigns; Covenant Running With the Land. This Agreement shall inure to the benefit of City and Owner and their respective heirs, successors and assigns. This Agreement, including all covenants, terms, and conditions set forth herein, shall be and is hereby declared a covenant running with the land with regard to the Property or any portion thereof, and is binding on both parties to this Agreement as well as their respective heirs, successors and assigns.

i) Recordation and Release. This Agreement shall be recorded with the Blaine County Recorder. The Parties agree to execute all appropriate documentation to cause the encumbrance of this Agreement to be terminated in the event of termination.

j) No Waiver. In the event that City or Owner, or its successors and assigns, do not strictly comply with any of the obligations and duties set forth herein, thereby causing a default under this Agreement, any forbearance of any kind that may be granted or allowed by Owner, City, or their successors and assigns, to the other party under this Agreement shall not in any manner be deemed or construed as waiving or surrendering any of the conditions or covenants of this Agreement with regard to any subsequent default or breach.

k) Partial Invalidity. In the event any portion of this Agreement, or part hereof, shall be determined by any court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions of this Agreement, or parts hereof, shall remain in full force and effect and shall in no way be affected, impaired or invalidated, it being understood that such remaining provisions shall be construed in a manner most closely approximating the intention of the parties with respect to the invalid, void, or unenforceable provision or part hereof.

l) Entire Agreement. This Agreement constitutes the full and complete agreement and understanding between the parties hereto. Excluding formal conditions placed upon the design review approval, subsequent plat approvals or other matters related to the public process, no representations or warranties made by either party shall be binding unless contained in this Agreement or subsequent written amendments hereto.

m) Exhibits. All exhibits referred to herein are incorporated in this Agreement by reference, whether or not actually attached.

Notary Public
Residing at _____
My Commission Expires _____

STATE OF)
)ss.
County of)

Subscribed and sworn before me on this _____ day of _____, 2019, before me a Notary Public in and for said State, personally appeared WILLIAM ALLISON known or identified to me to be the Managing Member of MAIN DRIVE PROPERTIES, LLC, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

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

Notary Public
Residing at _____
My Commission Expires _____

State of IDAHO)
)ss.
County of)

On this _____ day of _____, 2019, before me, a Notary Public in and for said State, personally appeared JACK E. BARITEAU, JR., known or identified to me to be the Trustee, or one of the Trustees of THE JACK E. BARITEAU, JR. SEPARATE PROPERTY TRUST under trust agreement dated October 2, 19967, and acknowledged to me that by said Trustee's signature on the foregoing instrument, the foregoing named Trust executed the same.

My Commission Expires _____
Notary Public for Idaho
Residing At _____

Attachment C1 - Applicant proposed edits to Development Agreement

Note: Council may wish to direct staff to accept, reject or modify various draft development agreement provisions, including the addition of performance assurances

| | |
|--|--|
| RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO: | |
|--|--|

(SPACE ABOVE LINE FOR RECORDER'S USE)

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“**Agreement**”) is dated for reference purposes this _____ day of _____, 2019, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation (“**Ketchum**” or “**City**”) and JACK E. BARITEAU, JR. as Trustee of the JACK E. BARITEAU, JR. SEPARATE PROPERTY TRUST, under agreement dated October 2, 1996 and MAIN DRIVE PROPERTIES, LLC, a Tennessee limited liability company (collectively “**Owner**”, and together with the City, the “**Parties**”).

BACKGROUND AND CONTEXT

A. Ketchum is a municipal corporation possessing all powers granted to municipalities under the applicable provisions of the Idaho Code, including the power to vacate rights-of-way, to grant variances to building height restrictions, to remove lot lines, grant rights to exceed building floor area ratio limitations, to grant licenses to encroach into the public right-of-way and the power to contract. A development agreement between the Parties is a collaboration that will provide mutual benefit for the Parties, businesses in the Commercial Core District and residents of the City.

B. Owner owns the real property situated in the State of Idaho, County of Blaine, commonly known as 391 N. 1st Avenue, Ketchum, Idaho and more particularly described as Lots 1 and 2 of Re-Division of Lots 1 and 2, Block 57, Original Ketchum Townsite, according to the plat thereof, recorded as Instrument No. 191607, records of Blaine County, Idaho (“**Property**”).

C. Owner has petitioned City to amend the current Property description to (a) vacate the common internal lot line between Lots 1 and 2 of the Property and (b) include the vacated fifteen-foot by one hundred and ten-foot (15’ x 110’) portion of alleyway adjacent the Property in Block 57, as more particularly described in paragraphs 5 and 6 above.

D. Owner has applied for design review approval for construction of improvements on the Property (“**Project**”) consisting of an approximately 34,729 gross square foot mixed use residential and commercial building to be constructed on and over a 15,225 square foot underground garage parking which will provide substantial public benefits, including a master lease of apartment units to Trail Creek Fund, LLC, or its successor (“**Hotel Developer**”) to fulfill its obligation for hotel employee housing as set forth in the June 4, 2018 First Amendment to the

Development Agreement
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Page 1

Amended and Restated Development Agreement between the City and Trail Creek Fund, LLC. [City acknowledges the square footages recited are approximate and the actual square footages will not be known until construction documents are prepared and submitted to the City for a building permit following which submittal the actual square footages shall apply to the Project.](#)

E. The Parties agree that the Property shall be developed in accordance with this Agreement; all applicable City ordinances; and any additional conditions and requirements imposed upon the Property by the Ketchum Planning and Zoning Commission (“**Commission**”) and/or City Council (“**Council**”) during the design review, vacation, development agreement, plat amendment, and 4th Street / 1st Avenue encroachment approval processes.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, agreements, terms and conditions set forth herein, the Parties agree as hereinafter provided.

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

2. Incorporation of Related Findings, Agreements, Approvals, Permits and Plans.

The following findings of fact, approvals, permits, plans, and documents are hereby incorporated into and made an integral part of this Agreement by reference as if restated herein in full:

- a. Findings of Act, Conclusion of Law, and Order regarding the request for vacation;
- b. FAR Exceedance Agreement;
- c. Preliminary and final plat documents and approvals;
- d. Decision and orders related to the 1st & 4th Mixed Use Building Design Review;
- e. Decision and orders related to Owner’s application for encroachment;
- f. Design review drawings;
- g. Alley, 1st Avenue, and 4th Street sidewalk and landscaping plans;

Any material failure to comply with the terms and conditions of any of the above-referenced documents shall constitute a breach of this Agreement.

In the event of any inconsistency between the terms and conditions of this Agreement and the findings of fact, approvals, permits and plans listed above, the more restrictive terms and conditions shall govern. Development of the Project shall be vested and governed by policies, procedures, guidelines, ordinances, codes and regulations of the City governing land use in effect as of the date this Agreement is recorded and continue consistent with §17.96.090 of the Ketchum Municipal Code.

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Owner may request to be bound by future amendments to the Ketchum Municipal Code (“KMC”), or other regulations, policies or guidelines affecting development, and such request may be approved administratively, by the Commission, and/or by the Ketchum City Council consistent with the KMC.

3. Right to Develop. Subject to the requirements of this Agreement and KMC, the Owner and all future owners of some or all of the Property shall have the right to demolish all or any portion of the existing structures and redevelop, construct, improve and use the Property as a mixed use residential and commercial building as depicted and described in the approved plans incorporated into the Agreement as fully set forth in the recitals, including the Planning and Zoning Commission approved Pivot North Architecture plans [approved on June 10, 2019](#), (“Plans”). The improvements on the Property shall be built exclusively as permitted under §17.96 of the KMC relating to design review approval. Any development of any portion of the Property substantially inconsistent with this Agreement or the design review approval for the Project shall constitute a breach of this Agreement by Owner.

Deleted: dated April [redacted] and May [redacted], 2019

Pursuant to KMC §17.96.090, the design review approval on this Project shall be valid for twelve (12) months from the date of final decision on the associated Findings of Fact, Conclusions of Law, and Decision. Application for a building permit must be done within this time as specified in KMC §17.96.090(A)(2). Any extension shall only be as allowed and specified in KMC §17.96.090.

Any application for a building permit submitted by Owner shall substantially comply with the requirements of applicable codes, agreements, approvals, plans, permits and other documents as such requirements exist on the day the building permit application is submitted. A building permit shall be issued within fourteen (14) months from the date of the final decision on the associated Findings of Fact, Conclusions of Law and Decision, and a certificate of occupancy shall be issued for the Project no later than 18 months after the building permit is issued unless the time for completion of the Project is extended by the City Council.

A building permit application that does not substantially comply with the requirements contained in applicable codes, agreements, approvals, plans, permits and other project documents may be rejected by the City within a reasonable time after completing review of the application by providing written notice to Owner describing the non-compliance in detail unless the non-compliance is cured by Owner within thirty (30) days. If a building permit application contains material changes to the above-referenced applicable codes, agreements, approvals, plans, permits and other documents an amendment to this Agreement must be applied for by Owner and considered by the City Council. If such amendment is approved by City Council, all inconsistent terms and conditions of the approvals referenced in Section 2 shall be deemed to have been amended to conform the amendment to this Agreement.

4. FAR Exceedance Agreement. The Parties agree Owner may exceed the gross floor area ratio limitations under KMC §17.124.040 and construct improvements on the Property having a floor area ratio up to and including 2.25, pursuant to that separate FAR Exceedance Agreement, and all conditions thereon, entered into by the Parties, dated [redacted], 2019, and hereby incorporated by reference. *{City comment: May need revising based on timing of FAR Exceedance Agreement approval.}* The Agreement needs to be approved concurrent with

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Page 3

approval of this Agreement. Owner would prefer to have FAR Agreement provisions incorporated into this Agreement rather than in a separate agreement. Owner understands the issues are all settled.

5. **Vacation of Alley.** Owner has made application to the City for vacation of the alley right-of-way pursuant to KMC §16.04.050 and for a waiver of the alley improvement requirements set forth in Part I of KMC §16.04.040, which prohibits dead end alleys. If approved via separate City vacation process, such order or decision on vacation, including any and all conditions thereon, is hereby incorporated by reference and made a part of this Agreement. Any such alley vacation shall be deemed null and void in the event the Project is not **commenced** within the time limits set forth in this Agreement.

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6. **Removal of Lot Lines and Inclusion of Vacated Alley.** Owner has made application to the City for removal of the lot lines bisecting the Property, pursuant to Part L of KMC §16.04.030. As set forth in the April 2019 Preliminary Plat by Benchmark Associates, subject plat amendment will remove the lot line bisecting the Property and include the vacated portion of alley described in paragraph 5 above into a new Lot 1B, Block 57, Original Ketchum Townsite (“**Amended Property**”).

- Deleted: The final Plat Map reflecting such changes shall not be recorded and become effective until after issuance of the Certificate of Occupancy for the project....
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7. **Sidewalk Improvements.** Owner has proposed and hereby commits for the Project to include ten-foot wide sidewalks along both 1st Avenue and 4th Street. All of the proposed sidewalk improvements along 4th Street are in the public Right of Way (“**ROW**”), while half of the sidewalk improvements (+/- 5’ wide) along 1st Avenue are in the public ROW. Subject sidewalk improvements include snowmelt, raised landscape planters, street trees with decorative tree grates, public art, bike racks, pedestrian walkway lighting, and street lighting. City agrees to and hereby grants approval for the said ROW encroachments subject only to approval by the City Planning Department of construction plans and specifications consistent with the foregoing prior to issuance of a building permit for the Project.

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8. **Encroachment on Right of Way.** Intentionally Omitted.

9. **Master Lease of Employee Housing Units.** The Parties covenant and agree Owner may enter into a master lease with the Hotel Developer for apartment units containing at least eighteen (18) beds and thereby fulfill and satisfy the obligation of Trail Creek Fund, LLC under the Amended and Restated Development Agreement dated October 15, 2015 as amended by the Corrected Amendment to Amended and Restated Development Agreement dated June 21, 2016 and the First Amendment to Amended and Restated Development Agreement dated June 4, 2018 (“**Hotel Development Agreement**”). All apartment units leased to the Hotel Developer may be subleased, assigned or otherwise made available to employees of the Hotel Developer on terms and conditions determined by it in the exercise of its discretion. If the Hotel Development Agreement is terminated for any reason the apartment units shall cease to be governed by the master lease and all use restrictions of the Hotel Development Agreement. Any such units committed to Hotel Developer as satisfaction of Hotel Developer’s obligations may not also be counted as satisfaction of any required units necessary under the FAR Exceedance Agreement for the Project. Units satisfying the requirements of the FAR Exceedance Agreement may be included in the master lease with the Hotel Developer.

- Deleted: Owner has made application to the City for license for encroachments along the public Right of Way (“ROW”) for proposed sidewalk improvements along 4th Street, pursuant to KMC 12.08.040. If approved via separate City encroachment process, such order or decision on encroachment, including any and all conditions thereon, is hereby incorporated by reference and made a part of this Agreement. Intentionally

10. **Conditions to Owner's Obligations.** Owner's obligations hereunder are conditioned upon (1) receiving all the referenced approvals from the City and (2) securing financing for the Project. If either of those conditions (or part of one) is not satisfied, then at the election of Owner this Agreement shall no longer be valid.

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11. **Required Improvements by Owner.** Prior to issuance of a building permit, Owner agrees to provide the City security, (irrevocable letter of credit, performance bond or set aside agreement) for completion of the improvements to both 4th Street and the vacated Block 57 alleyway consistent with the referenced approvals, plans and other documents. Subject security, shall be approved as to both form and amount by the Ketchum City Council after receiving input from the City Attorney and City Engineer. The amount of security shall be at 150% of engineering estimates for the improvements. Nothing herein shall be construed or deemed to restrict or prohibit Owner from applying for or obtaining reimbursement for some or all of the cost of said improvements from the Ketchum Urban Renewal Authority.

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12. **Term.** The term of this Agreement shall be two years and eight months (2 years 8 months) from the date of the final decision on the associated Findings of Fact, Conclusions of Law and Decision except such term will not be considered to supersede or amend the standard validity periods as specified in KMC, which may be shorter as to specific approvals and necessary steps (e.g. KMC §17.96.090 specifying that design review approval is only valid for twelve months without additional steps for extension).

13. **Financing.** Owner shall provide evidence to the City Council of receipt of one or more funding commitments for completion of the Project to the reasonable satisfaction of the City Council prior to issuance of a building permit for the Project. Owner shall not commence additional excavation or construction work on the Property except as may be required to maintain existing permits until receipt of City approval of such financing commitment.

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14. Miscellaneous Provisions.

a) **Police Powers.** Except as otherwise expressly provided herein, nothing contained herein is intended to limit the police powers of Ketchum or its discretion in review of subsequent applications regarding development of the Property. This Agreement shall not be construed to modify or waive any law, ordinance, rule, or regulation not expressly provided for herein, including, without limitation, applicable building codes, fire codes, Ketchum's Zoning Ordinance, Ketchum's Subdivision Ordinance, and Planned Unit Development requirements for the Property.

b) **Amendment.** This Agreement may be revised, amended, or canceled in whole or in part, only by means of a written instrument executed by both Parties and as evidenced by amended plats and development plans.

c) **Specific Performance.** In the event of a breach of this Agreement, in addition to all other remedies at law or in equity, this Agreement shall be enforceable by specific performance by either party hereto. All remedies shall be cumulative.

d) Attorney's Fees. In the event either party hereto is required to retain counsel to enforce a provision of this Agreement, or to recover damages resulting from a breach hereof, the prevailing party shall be entitled to recover from the other party all reasonable attorney's fees incurred, whether or not litigation is actually instituted or concluded.

e) Notices. All notices required or provided for under this Agreement shall be in writing and deemed delivered upon delivery in person or upon mailing by certified mail, return receipt requested, postage prepaid. However, the time period in which a response to such notice must be given shall commence to run from the date of receipt on the return receipt of the notice. Rejection or refusal to accept, or the inability to deliver because of a change of address of which no notice was given shall be deemed to be receipt of the notice.

Notices to City shall be addressed as follows:

City of Ketchum
Post Office Box 2315
Ketchum, ID 83340
Attn: John Gaeddert, Planning Director
Telephone: 208.726-7801
Email: JGaeddert@ketchumidaho.org

Notices given to Owner shall be addressed as follows:

Jack E. Bariteau, Jr.
Post Office Box 84
Sun Valley, ID 83353
Telephone: 650.906-5636
Email: jack@waypointsunvalley.com

with a copy to:

Lawson Laski Clark & Pogue, PLLC
675 Sun Valley Road, Suite A
Post Office Box 3310
Ketchum, Idaho 83340
Attn.: Edward A. Lawson
Telephone: 208.725-0055
Email: eal@lawsonlaski.com

A party may change the address to which further notices are to be sent by notice in writing to the other party, and thereafter notices shall be addressed and transmitted to the new address.

f) Reliance by the Parties. This Agreement is intended by Owner to be considered by Ketchum as part of Owner's application for design review approval for the Project and the ancillary applications referenced. Owner acknowledges and intends the City to consider and rely upon this Agreement in its review and consideration of said applications.

g) Relationship of Parties. It is understood that the contractual relationship between City and Owner is such that neither party is the agent, partner, or joint venturer of the other party.

h) Successors and Assigns; Covenant Running With the Land. This Agreement shall inure to the benefit of City and Owner and their respective heirs, successors and assigns. This Agreement, including all covenants, terms, and conditions set forth herein, shall be and is hereby declared a covenant running with the land with regard to the Property or any portion thereof, and is binding on both parties to this Agreement as well as their respective heirs, successors and assigns. [City acknowledges and agrees Owner may assign its rights hereunder to a new entity formed for the purpose of developing the Property or to a lender providing a construction or permanent loan, or both.](#)

i) Recordation and Release. This Agreement shall be recorded with the Blaine County Recorder. The Parties agree to execute all appropriate documentation to cause the encumbrance of this Agreement to be terminated in the event of termination.

j) No Waiver. In the event that City or Owner, or its successors and assigns, do not strictly comply with any of the obligations and duties set forth herein, thereby causing a default under this Agreement, any forbearance of any kind that may be granted or allowed by Owner, City, or their successors and assigns, to the other party under this Agreement shall not in any manner be deemed or construed as waiving or surrendering any of the conditions or covenants of this Agreement with regard to any subsequent default or breach.

k) Partial Invalidity. In the event any portion of this Agreement, or part hereof, shall be determined by any court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions of this Agreement, or parts hereof, shall remain in full force and effect and shall in no way be affected, impaired or invalidated, it being understood that such remaining provisions shall be construed in a manner most closely approximating the intention of the parties with respect to the invalid, void, or unenforceable provision or part hereof.

l) Entire Agreement. This Agreement constitutes the full and complete agreement and understanding between the parties hereto. Excluding formal conditions placed upon the design review approval, subsequent plat approvals or other matters related to the public process, no representations or warranties made by either party shall be binding unless contained in this Agreement or subsequent written amendments hereto.

m) Exhibits. All exhibits referred to herein are incorporated in this Agreement by reference, whether or not actually attached.

n) Authority. Each of the persons executing this Agreement represents and warrants that he or she has the lawful authority and authorization to execute this Agreement, as well as all deeds, easements, liens and other documents required hereunder, for and on behalf of the entity executing this Agreement.

o) Recitals. The Recitals are incorporated herein and made a part of this Agreement by this reference.

STATE OF)
)ss.
County of)

Subscribed and sworn before me on this _____ day of _____, 2019, before me a Notary Public in and for said State, personally appeared WILLIAM ALLISON known or identified to me to be the Managing Member of MAIN DRIVE PROPERTIES, LLC, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

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

Notary Public
Residing at _____
My Commission Expires _____

State of IDAHO)
)ss.
County of)

On this _____ day of _____, 2019, before me, a Notary Public in and for said State, personally appeared JACK E. BARITEAU, JR., known or identified to me to be the Trustee, or one of the Trustees of THE JACK E. BARITEAU, JR. SEPARATE PROPERTY TRUST under trust agreement dated October 2, 19967, and acknowledged to me that by said Trustee's signature on the foregoing instrument, the foregoing named Trust executed the same.

My Commission Expires _____
Notary Public for Idaho
Residing At _____

Attachment D

Attachment D

The Council recently adopted ordinance #1198 and while subject 1st & 4th Mixed Use Application and its petition to vacate a portion of a city alleyway preceded subject ordinance, the following code excerpts reflect the public interest rubric, including the interests of adjacent property owners, the city traditionally applies to project design and vacation applications.

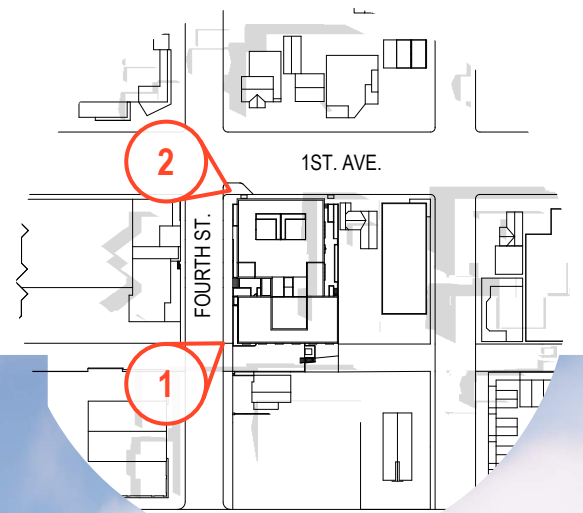
SECTION 16.04.050.C Council Action: In considering an application for vacation of an existing street, alley or easement right-of-way, the Council shall establish a date for public hearing and give such notice as required by law. The council shall hear and consider the public testimony, applicant testimony, recommendations of the commission, and any other information as may be brought before the council. The Council shall only approve the vacation of all or any portion of an existing street, alley or easement right-of-way if it finds and concludes, based on the record of the public hearing, that such vacation is in the public interest. Whenever the council vacates an existing public street, the city shall provide adjacent property owners with a quitclaim deed for the vacated street as prescribed by law. Such vacation shall become effective upon delivery of such deed(s). When considering an application for dedication to the public of a street, alley or easement right of way, the council may require certain improvements be constructed or performance bond furnished prior to acceptance of the dedication. To complete the acceptance of any dedication, the council shall accept same by resolution or by approval of a final subdivision plat.

SECTION 16.04.040.I. 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.

Attachment E



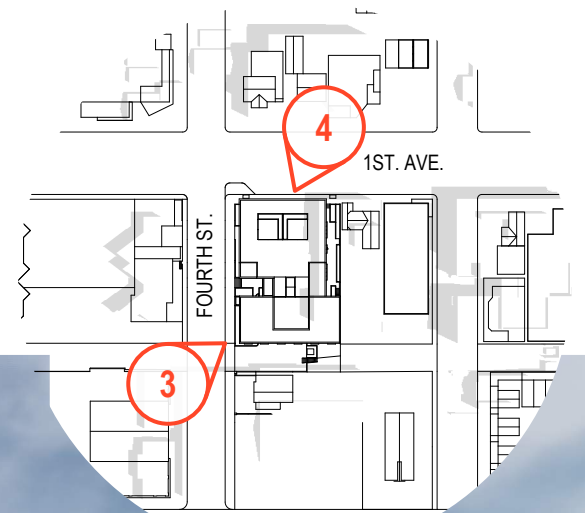
1 VIEW LOOKING AT THE NORTHWEST CORNER OF BUILDING, ACROSS FOURTH ST.



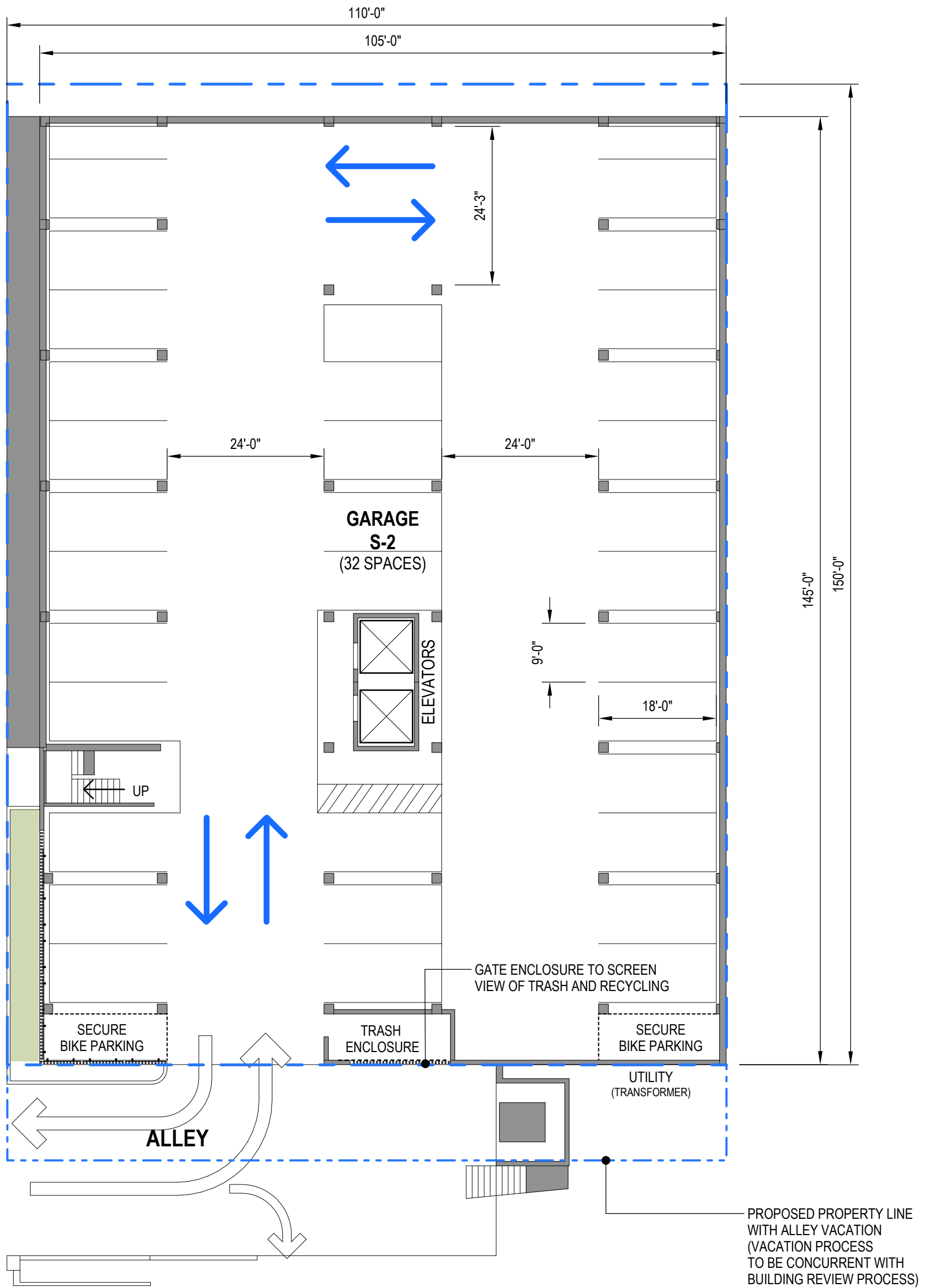
2 VIEW LOOKING AT THE NORTHEAST CORNER OF BUILDING



3 VIEW LOOKING AT THE NORTHWEST CORNER OF BUILDING, DETAIL



4 VIEW LOOKING AT FIRST AVE. ELEVATION OF BUILDING



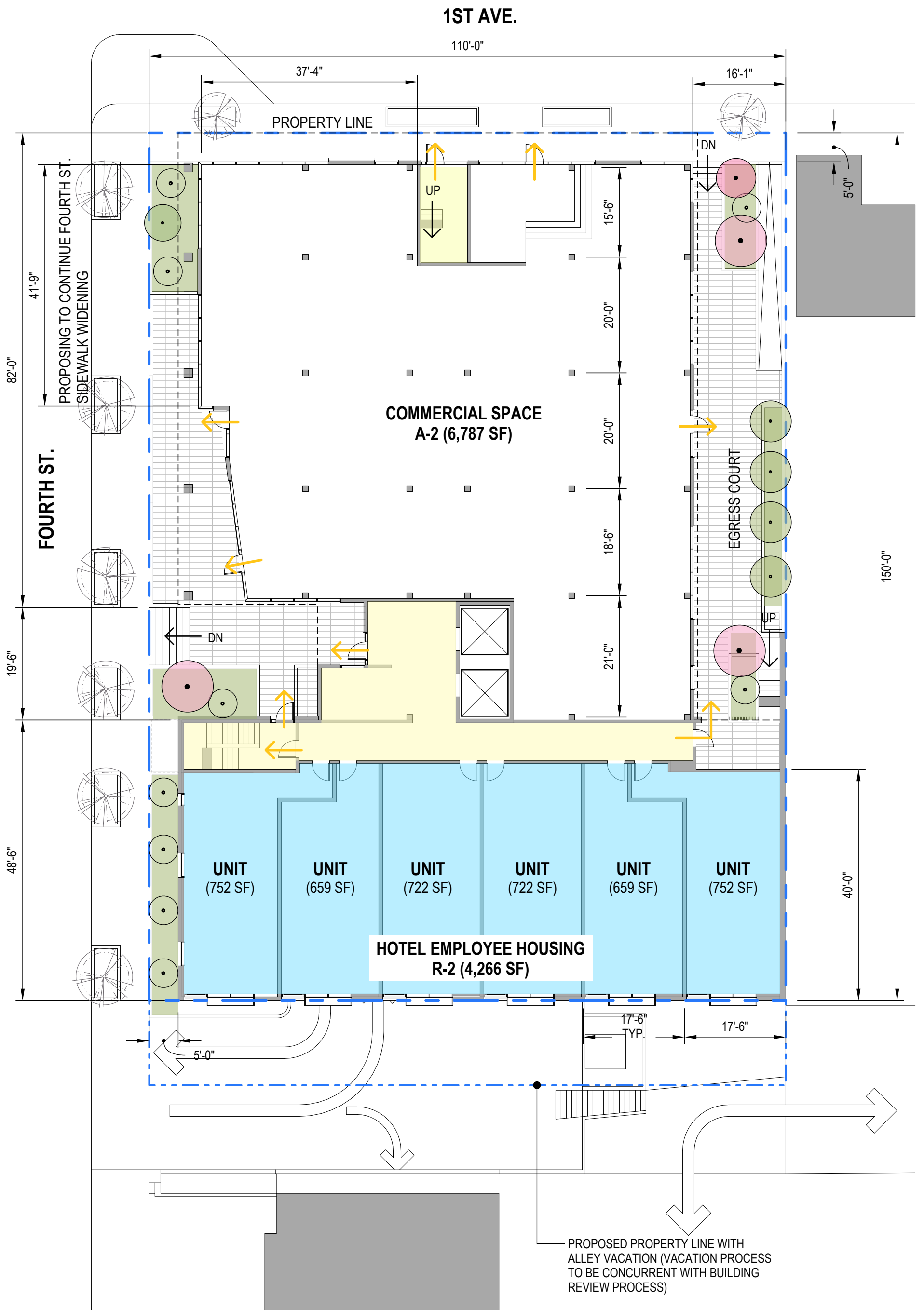
Type VB Analysis:

| Level | Occupancy | Allowed | Proposed | Notes |
|---------|-----------|-----------|-----------|---|
| Level 0 | S-2 | 52,000 SF | 15,225 SF | Ratio = 0.29 |
| Level 1 | A-2(MR) | 14,760 SF | 6,787 SF | Ratio = 0.45 |
| | R-2 | 17,220 SF | 3,961 SF | Ratio = 0.23 |
| | | | | Total Ratio = 0.68 (OK) |
| Level 2 | R-2 | 17,220 SF | 13,006 SF | Ratio = 0.76 |
| Level 3 | R-2 | 17,220 SF | 13,046 SF | Ratio = 0.76, West portion of building considered 4 stories VB works only as podium |

GARAGE FLOOR PLAN

SCALE: 1/16" = 1'-0"



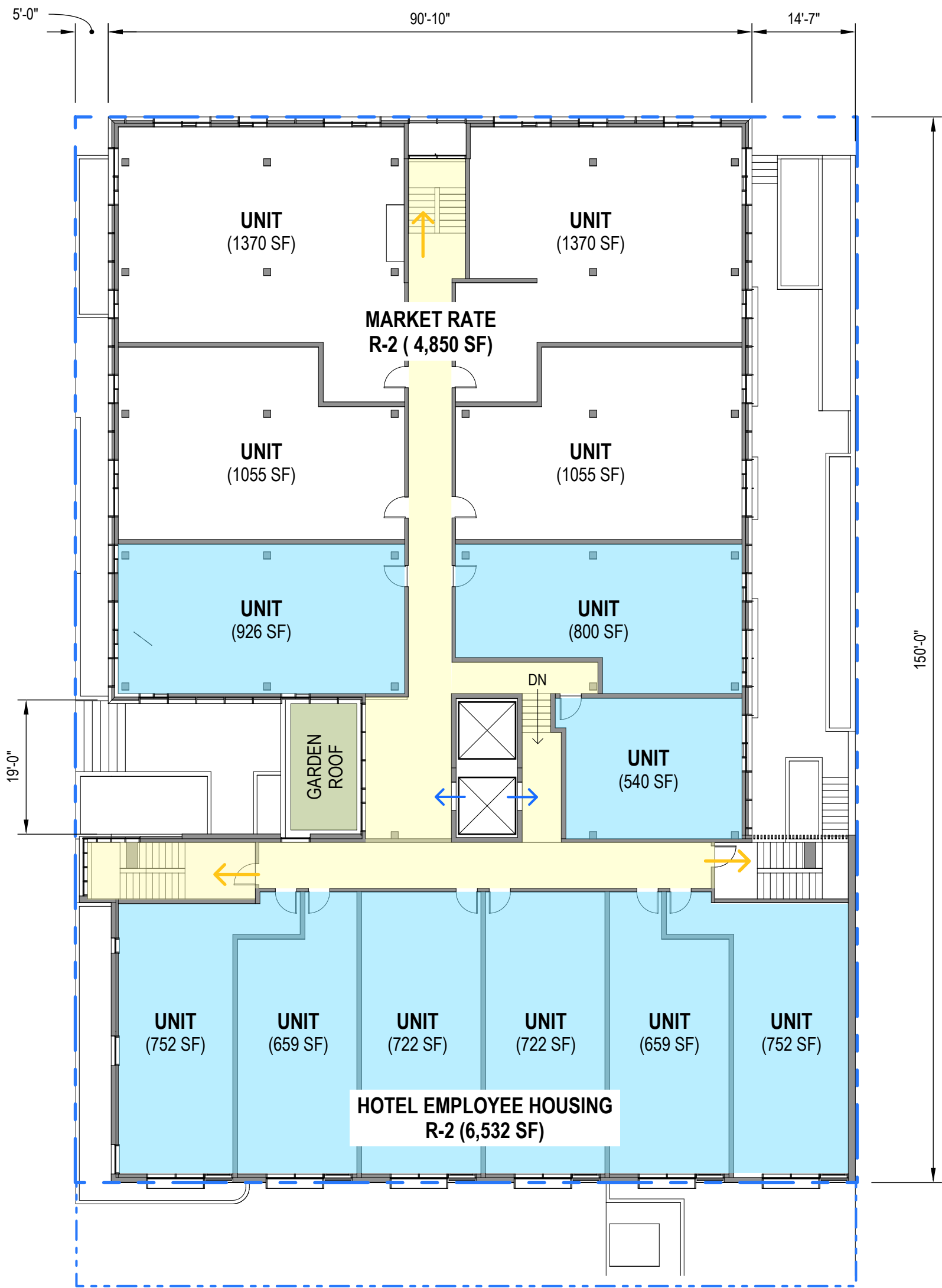


SITE PLAN / GROUND FLOOR PLAN

SCALE: 1/16" = 1'-0"



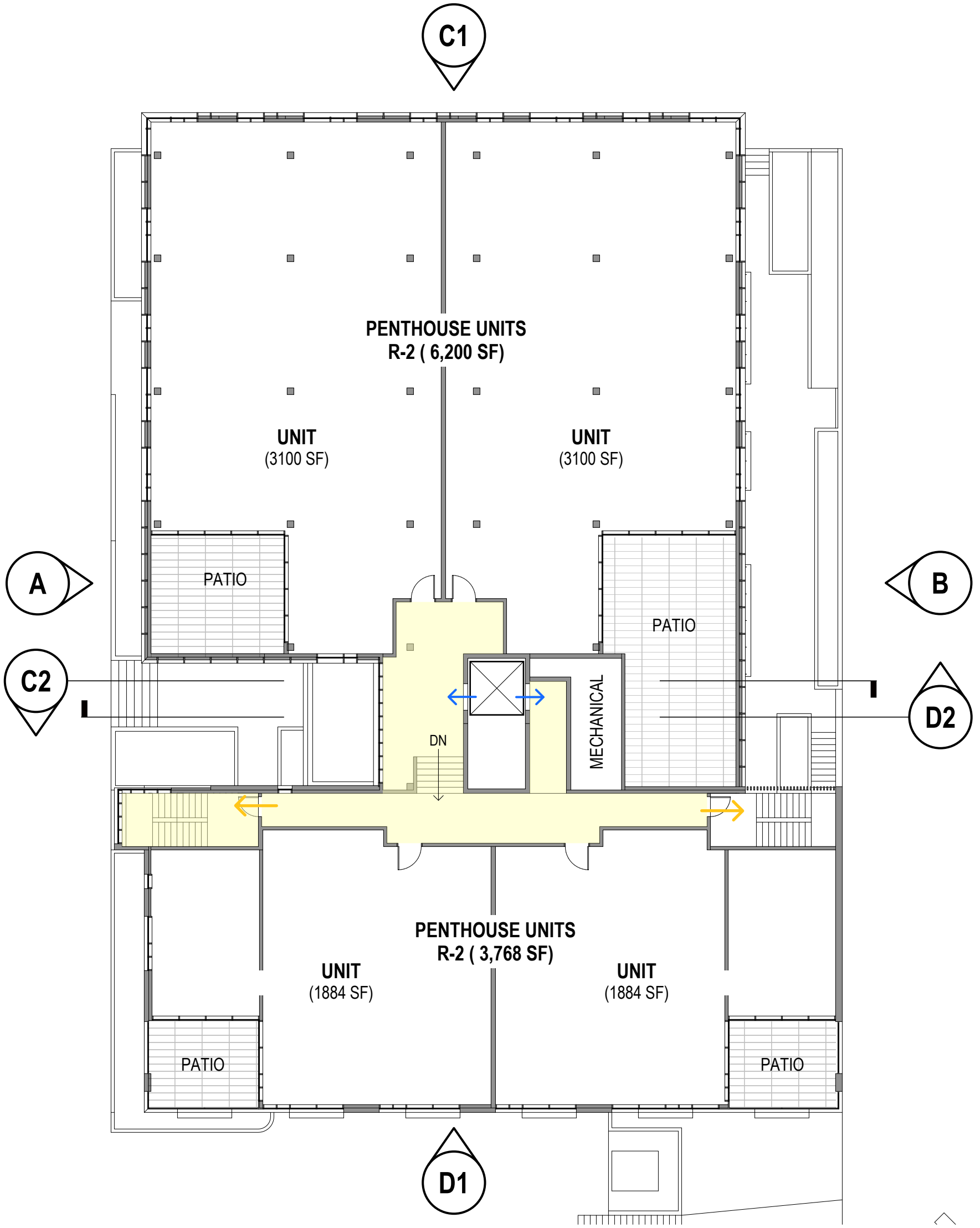
NOTE:
SNOW MELT WILL BE PROVIDED IN LIEU OF SNOW STORAGE AT ALL OUTDOOR HARDSCAPE LOCATIONS



SECOND FLOOR PLAN

SCALE: 1/16" = 1'-0"





THIRD FLOOR PLAN

SCALE: 1/16" = 1'-0"



First & Fourth Areas:

Third Floor:

| | |
|------------------------------|------------------|
| East Penthouse units | 3100 SF (x2) |
| West Penthouse units | 1884 SF (x2) |
| Circulation / Mechanical | 1,143 SF |
| Third floor total SF: | 11,111 SF |

Second Floor:

| | | |
|-------------------------------|------------------|-----------------------------|
| Market rate unit A | 1370 SF (x2) | |
| Market rate unit B | 1055 SF (x2) | |
| Hotel Employee unit A | 752 SF (x2) | |
| Hotel Employee unit B | 659 SF (x2) | |
| Hotel Employee unit C | 722 SF (x2) | |
| Hotel Employee Unit D | 926 SF | (Meet Exceedance Agreement) |
| Hotel Employee Unit E | 800 SF | (Meet Exceedance Agreement) |
| Hotel Employee Unit F | 540 SF | (Meet Exceedance Agreement) |
| Circulation | 1324 SF | |
| Second Floor total SF: | 12,706 SF | |

Ground Floor:

| | |
|-------------------------------|------------------|
| Commercial space | 6787 SF |
| Hotel Employee unit A | 752 SF (x2) |
| Hotel Employee unit B | 659 SF (x2) |
| Hotel Employee unit C | 722 SF (x2) |
| Lobby / Circulation | 1272 SF |
| Ground Floor total SF: | 12,325 SF |

Total SF (all floors): **36,142 SF** **FAR = 1.99** **(2.25 allowable - 40,838 SF)**

PLANT MATERIALS



RED MAPLE



HARVEST GOLD LINDEN



SWEDISH APSEN



COLUMNAR BUCKTHORN



BIRCHLEAF SPIREA



PAWNEE BUTTES CHERRY



BLUE CREEK WILLOW



ORNAMENTAL GRASSES



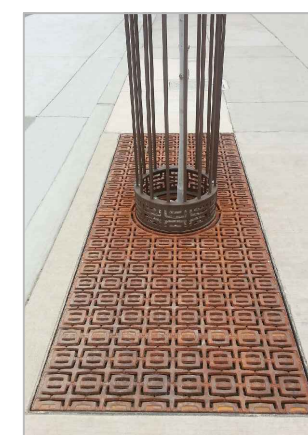
HARDSCAPES + SITE AMENITIES



COLORED CONCRETE / PATTERNS



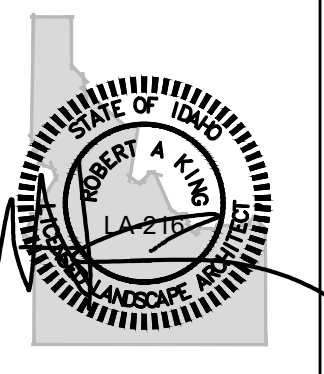
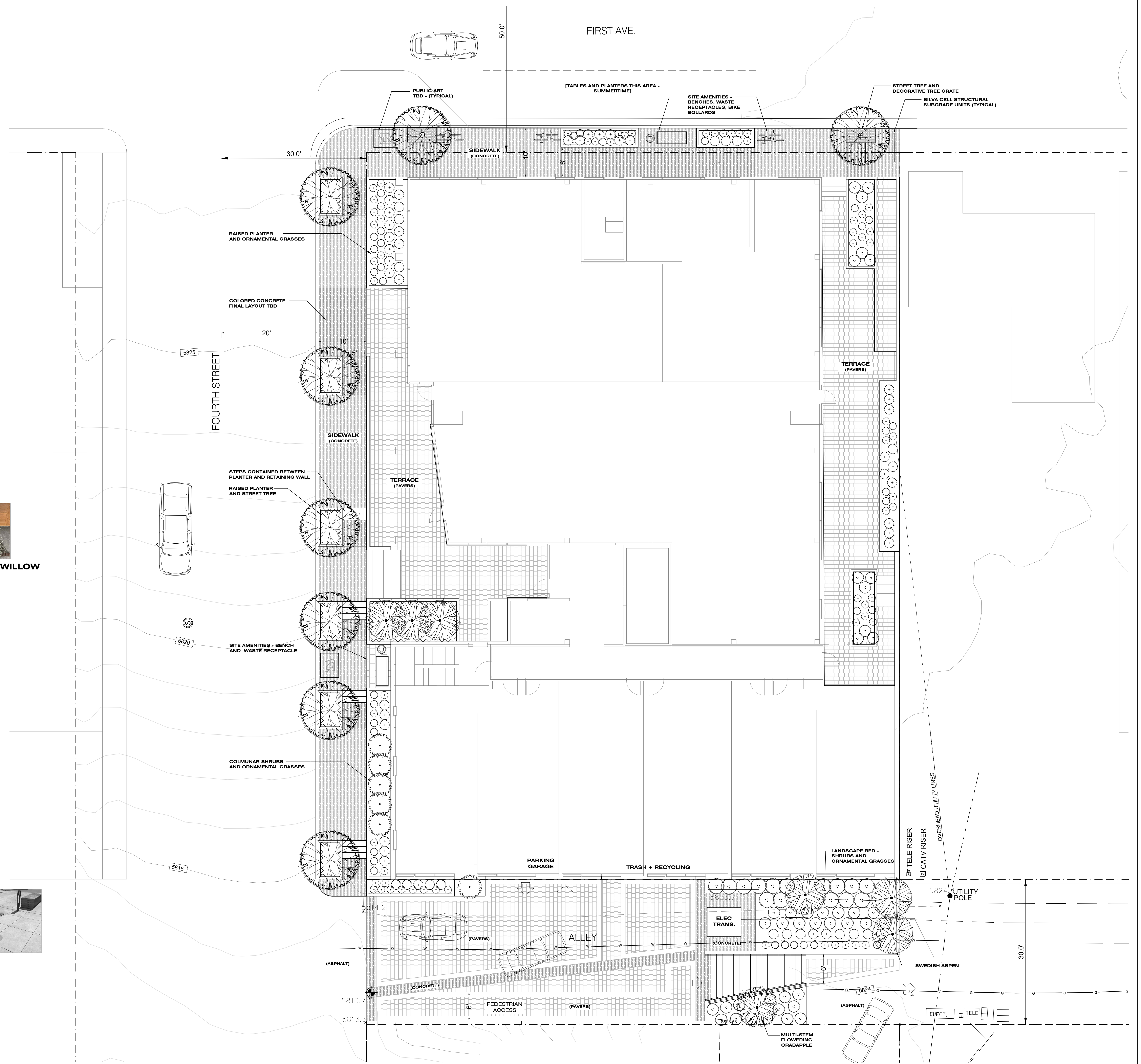
PAVERS



TREE GRATES



BENCHES, WASTE RECEPTACLES, BIKE BOLLARDS



OWNERSHIP OF DOCUMENTS: THIS ELECTRONIC DOCUMENT AND THE CONTENTS CONTAINED THEREON (I.E. DESIGNS, CONCEPTS, AND GRAPHIC SYMBOLS) ARE THE PROPERTY OF CLEMENS ASSOCIATES LLC, AND SHALL NOT BE USED IN WHOLE OR IN PART, BY ANY OTHER PERSON OR PERSONS WITHOUT THE WRITTEN AUTHORIZATION OF CLEMENS ASSOCIATES LLC.

Attachment F

November 5, 2019

Sent Via E-Mail: participate@ketchumidaho.org

Ketchum Department of Planning and Building
P.O. Box 2315
Ketchum, ID 83340

Re: Request to vacate alley between 160 W. 4th St. and 120 W. 4th St. Ketchum, Idaho

Dear Ketchum Department of Planning and Building:

This is in response to your Public Notice received November 5, 2019 sent to Idaho Power Company regarding the possible vacation and abandonment of the alley way between 160 W. 4th St. and 120 W. 4th St. in the city of Ketchum. The public notice is attached (Exhibit A) along with a map (Exhibit B), which provides a more specific location of the intended area to vacate.

Idaho Power's records indicate that the Company does maintain electrical facilities within the Right-of-Way, and must retain all existing rights related thereto. Accordingly, Idaho Power requires that any vacation of the Right-of-Way by the City of Ketchum reserve to Idaho Power the continued right to operate, maintain, repair, replace, or otherwise modify or add to Idaho Power's facilities within the Right-of-Way, including the right of ingress and egress thereto. If this project requires the relocation or amendment of Idaho Power facilities a new easement must be obtained.

In the event City of Ketchum approves the vacation and abandonment of the Right-of-Way, please mail or email to my attention a copy of the recorded resolution and the conveyance of the Right-of-Way.

Thank you for providing Idaho Power Company the opportunity to review and comment upon the subject petition for vacation.

Sincerely,



Krista Englund
Land Management and Permitting Department
Corporate Real Estate
Idaho Power Company

208-388-2245
kenglund@idahopower.com



City of Ketchum
Planning & Building

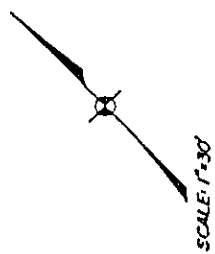
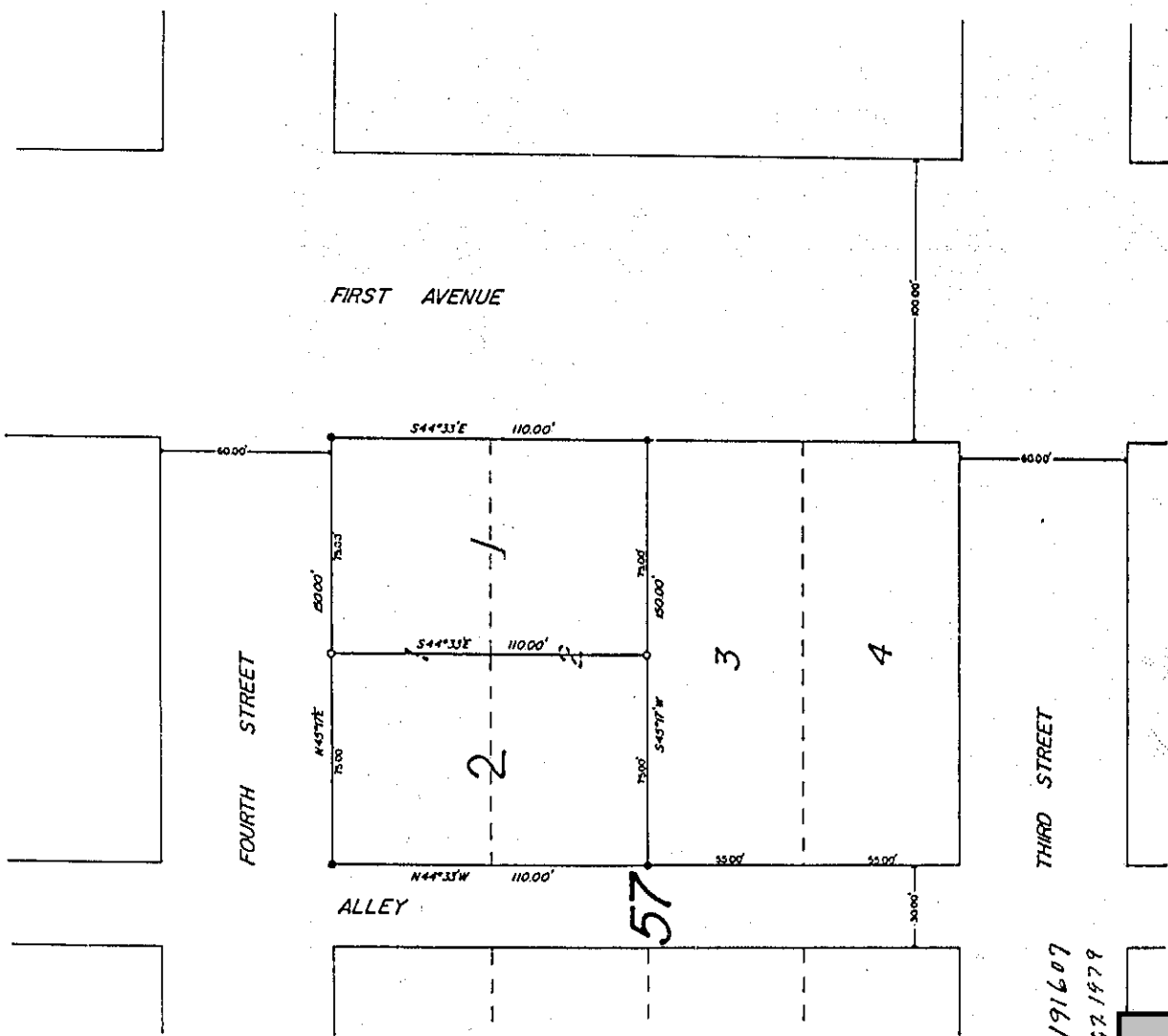
**PUBLIC NOTICE - PUBLIC HEARING
KETCHUM CITY COUNCIL**

| | |
|------------------------------|---|
| Meeting Date: | November 18 th , 2019 |
| Meeting Time: | 4:00 PM, or thereafter as the matter can be heard. |
| Meeting Location: | City Hall Council Chambers, 480 East Avenue North, Ketchum, Idaho |
| Project Name: | 1 st and 4 th Mixed Use Development. |
| Representative/Owner: | Jack Bariteau |
| Application Type: | Alley vacation, lot line shift (boundary line adjustment/plat amendment) and development agreement |
| Project location: | 391 N. 1st Ave. (AM Lot 1, Block 57, Ketchum Townsite) and 120 W. 4th St. (AM Lot 2, Block 57, Ketchum Townsite) |
| Project Description: | <p>The Ketchum City Council will hold public hearings to consider the following applications for the subject property:</p> <p>Applications to vacate the portion of the alley in Block 57 that is adjacent to 160 W. 4th Street (E 50' x 55' of Lots 5 & 6, Ketchum Townsite), and 120 W. 4th St. (AM Lot 2, Block 57, Ketchum Townsite), to readjust boundary lines (lot line shift) between 391 N. 1st Ave, 120 W. 4th St. and 160 W. 4th Street., and a development agreement to memorialize the aforementioned requests will be heard. The alley vacation request would vacate ½ of the alley (15' x 110') to 160 W. 4th, owned by Holt & Johnson LLC, and ½ the alley (15' x 110') to 391 N. 1st Ave. (AM Lot 1, Block 57), owned by Jack Eli Bariteau Jr, trustee, of the Jack E Bariteau Jr Separate Property Trust UTA 10/2/96. Upon vacation of the alley the boundary line adjustment would create a new Lot 6A, Block 57, Ketchum Townsite and a new Lot 1B, Block 57, Ketchum townsite. Lot 6A would be comprised of existing E 50' x 55' of Lots 5 & 6, Block 57, plus 15' x 110' of the vacated alley and Lot 1B would be comprised of existing AM Lot 1 and AM Lot 2 of Block 57 plus 15' x 110' of the vacated alley. The subject properties are zoned Community Core, Subdistrict 2 – Mixed Use.</p> |

NOTICE IS FURTHER GIVEN that at the aforementioned time and place, all interested persons may appear and shall be given an opportunity to comment on the matter stated above. A copy of the staff report will be available on the City website at the following link <http://www.ketchumidaho.org> Comments and questions prior to the hearing may be directed to the Ketchum Department of Planning and Building, P.O. Box 2315, Ketchum, Idaho, 83340, via email to participate@ketchumidaho.org, or via facsimile to (208)726-7812. The public is welcome to attend the site visit, but please note that no comments or questions will be taken at the site visit. Written comments received by 5:00 PM, seven (7) days prior to the hearing shall be made part of the public record at the hearing. All other comments must be made at the public hearing. For additional information, please call (208)726-7801.

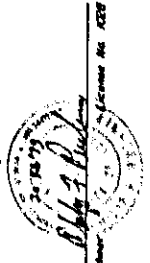
Dated this 30th of October 2019.

RE-DIVISION OF LOTS 1 & 2, BLOCK 57, ORIGINAL KETCHUM TOWNSITE
 As approved on the 23rd day of February, 1976, by the Ketchum Planning and Zoning Commission and Building Department.



LEGEND
 ○ 1/4" 1/4" Marker Set
 ● 1/2" 1/4" Marker Found

I do hereby certify that I am a registered land surveyor, licensed by the State of Idaho, and that this map has been prepared from a survey made on the ground under my supervision, and that this map is an accurate representation of said survey.



RE-DIVISION OF LOTS 1 & 2, BLOCK 57,
 ORIGINAL KETCHUM TOWNSITE
 KETCHUM, BLAINE COUNTY, IDAHO
 PHILIP E. PUCHNER
 CONSULTING ENGINEER
 KETCHUM, IDAHO
 FEBRUARY, 1979

No. 191609
 Feb. 22, 1979

179

Robert Lloyd Butler

Subject: FW: Public Comment: Bariteau Project / 391 N. 1st Avenue
Date: Wednesday, November 6, 2019 at 11:52:18 AM Mountain Standard Time
From: Participate
To: AllCouncil, Suzanne Frick, Robin Crotty, John Gaeddert

Please see public comment below.

LISA ENOURATO | CITY OF KETCHUM

Assistant City Administrator

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

o: 208.726.7803 | f: 208.726.7812

lenourato@ketchumidaho.org | www.ketchumidaho.org

From: Craig Skotdal <craig.skotdal@skotdal.com>
Sent: Tuesday, November 05, 2019 6:15 PM
To: Participate <participate@ketchumidaho.org>
Cc: Art Skotdal <art.skotdal@skotdal.com>; Andrew Skotdal <andrew.skotdal@skotdal.com>
Subject: Public Comment: Bariteau Project / 391 N. 1st Avenue

To Whom It May Concern:

We received the public notice sent via certified letter regarding the proposed alley vacation for a project Jack Bariteau is proposing to build at 391 N. 1st Avenue. Our family has enjoyed living and recreating in Ketchum, Idaho since 1978. We currently own a condominium at Copper Ridge and residential unit at the Colonnade project that Mr. Bariteau developed.

All of the projects that Mr. Bariteau has constructed have demonstrated a commitment quality and attention to detail. His projects have been designed with the community in mind and have strengthened retail vitality in the center of the town. Based on his proven track record, we endorse the proposed alley vacation. The proposed project will be an important and much needed improvement that will help facilitate Ketchum's revitalization.

Sincerely,
Craig Skotdal
On behalf of the Skotdal family

From: sally onetto <onettosally@gmail.com>

Date: May 6, 2019 at 4:59:44 PM MDT

To: participate@ketchumidaho.org

Subject: Demolition of historic buildings, 391 First Avenue North, Ketchum

To whom it may concern

As a property owner in Ketchum for the last 19 years, and presently residing at 160 Spur Lane, I have taken great interest in the development of our City.

The ability to try and keep the character of the town whilst competing with the demand for more modern infrastructure, has in the main, gone really smoothly.

However, the proposed development by Mr Bariteau is a eyesore. There are few buildings with this heft, both in height and in depth in our city.

No balconies or stepped back decks seem to be planned, just a hulk of a building at least one floor taller than anything nearby. It is hideous and ruins any chance of keeping some sort of

attractive corner on First Ave . This is an area where parking is already a challenge in high season and where will the visitors to the Culinary Institute park if the underground parking is for the residents

or office workers? To reserve the planned 12 community housing units for the benefit of the non-existent hotel, is not, I think, the purpose of the ruling requiring developers to create such units.

Removing a historic cottage to allow the plot to sit empty with weeds for maybe a year or two, to house employees of a non-existent hotel project, to have as a core tenant an Institute which itself needs to raise funds, sounds really poor decision making.

Why not have Mr. Bariteau start building his hotel before decisions are made to create yet another hole in Ketchum. The residents are getting rather upset by the lax oversight on this.

Respectfully

Sally Onetto

160 Spur Lane, Ketchum

From: John Shetron <johnshetron@yahoo.com>
Sent: Tuesday, March 26, 2019 10:12 AM
To: Participate <participate@ketchumidaho.org>
Subject: Design Review 391 First Avenue North

Dear Planning and Review,

Please reject the current proposed design for Jack Bariteau's mixed-use project at 391 First Avenue North.

I own one of the properties across the street (360 First Avenue North) from this proposed development. I am in favor of aesthetically pleasing developments and a fan of Jack's other projects in Ketchum, however this project is visually unacceptable.

The current design looks as though it were a last minute creation by a first year architecture student - "a big box" is the description I hear repeatedly. I'm aware that "mountain modern" is a popular trend in ski town design, but this project looks as though it belongs in a gritty, gentrifying big city factory district. Please reject the design in its current form and encourage Mr. Bariteau to soften and improve the overall aesthetics of this project. A lower profile wouldn't hurt either - especially the First Avenue portion.

Thank you for your time.
Feel free to contact me.

Sincerely,

John Shetron
360 First Avenue North
PO Box 5208
Ketchum, ID 83340
208/450-9332

From: Cyn Hannah <cynhannah@yahoo.com>
Sent: Tuesday, April 02, 2019 6:00 PM
To: Participate <participate@ketchumidaho.org>
Subject: Design Review - 391 First Avenue North proposed development

Dear Ketchum Planning & Building Department,

I'm writing to express my displeasure with the design of the proposed mixed-use building located at the corner of First Avenue and Forth street (391 First Avenue North).

We are property owners on First Avenue and look forward to these lots being developed into an attractive project, however the current design is far from aesthetically pleasing - just a big unattractive box.

Developer Jack Bariteau has a stellar track record for creating attractive projects and I am perplexed as to why he would submit something so visually inferior. With it's proximity to the Post Office and a high traffic location, it is far too important to let this key Ketchum location become something less than it could be.

Please reject this current design and encourage Mr Bariteau and his team return with a project our city can be proud of.

Sincerely,

Cyn Hannah
Life Mastery Coach
208.720.3063
Your dream matters!

From: [Participate](#)
To: [AllPlanningAndZoning](#)
Subject: FW: Bariteau proposed development at 391 First Ave. North, Ketchum
Date: Thursday, April 04, 2019 2:41:01 PM

Public comment and questions below.

LISA ENOURATO | CITY OF KETCHUM
Assistant City Administrator
P.O. Box 2315 | 480 East Ave. N. | Ketchum, ID 83340
o: 208.726.7803 | f: 208.726.7812
lenourato@ketchumidaho.org | www.ketchumidaho.org

-----Original Message-----

From: Carol Thielen <consigndesign1@me.com>
Sent: Thursday, April 04, 2019 10:26 AM
To: Participate <participate@ketchumidaho.org>
Subject: Bariteau proposed development at 391 First Ave. North, Ketchum

Dear commissioners,

As both a retail business owner and commercial property owner in Ketchum, I would like to share a few thoughts and concerns about Mr. Bariteau's proposed project. Keeping in mind that Mr. Bariteau's main objective in this development is work force housing for his proposed hotel in the 'hole' on the south end of town, which as you know, has been vacant and an eyesore for more time than should have been allowed. They are as follows:

1. The height of the building. I would agree with Commissioners Eggers that it should be determined where the height was calculated. It appears to be a monolith.
2. Mr. Bariteau explained to me that the alley behind the property would essentially be 'condemned' as it is not usable. That is correct in the winter, but not in the summer. Can a public thoroughfare be 'condemned' to allow for private investment purposes?
3. Is this the right place for a culinary institute? Or is it going to be a trade school? A school can be located anywhere. It doesn't have to be in the prime downtown core of Ketchum, where it will probably not generate any sales tax revenue. Where will all of these students park? There is two hour parking on First Ave. North and surrounding streets.
4. Is it reasonable to think that three very different types of housing be lodged on the same real estate parcel? Work force housing, market rate housing and multimillion dollar condominiums don't quite seem to be a logical or sensible mix. And then again, we have the parking situation. Mr. Bariteau explained that there would be twenty two housing units and a total of thirty four underground parking spaces. He explained to me that the condos would each have two parking spaces leaving twenty six spaces for work force and market rate units of which there will be eighteen. If that is correct and there are two vehicle owners per unit, he would need thirty six spaces. Granted, not everyone has a car but if so, where do those people park? No over night parking in the winter. Problematic.
5. In the 13 March issue of the Mountain Express it was stated that Mr. Bariteau was in negotiations for financing. What happens if he is not successful in getting financing, as was the case with his hotel project? Do we get yet another hole in town? The central town core is very important not only to residents but to visitors. It should be vibrant and exciting with retail, restaurants and galleries. I am not sure a culinary institute would generate much enthusiasm nor is it an appropriate location, unless they are planning some sort of retail venture such as a bistro or market.
6. I am not opposed to development at all as it stimulates the economy and brings in more people and more revenue. Plus, it is much more desirable to have a town that is vibrant and active. I applaud new businesses that open and hope that they will succeed. My concern is that this proposed project be done thoughtfully and carefully and that it will be in the best interest of the City.

This letter is intended for the members of the planning and zoning board and is confidential. If you would care to contact me, please do so.

I thank you in advance for your time and consideration. You have a very important job to do and I trust that this

project will be carefully looked at and evaluated.

Respectfully,
Carol Thielen

Subject: FW: Bariteau proposed development, First Ave. North
Date: Thursday, September 12, 2019 at 9:50:55 AM Mountain Daylight Time
From: Participate
To: AllCouncil
CC: Suzanne Frick, John Gaeddert, Robin Crotty

Mayor and Council, please see public comment below.

LISA ENOURATO | CITY OF KETCHUM
Assistant City Administrator
P.O. Box 2315 | 480 East Ave. N. | Ketchum, ID 83340
o: 208.726.7803 | f: 208.726.7812
lenourato@ketchumidaho.org | www.ketchumidaho.org

-----Original Message-----

From: Carol Thielen <consigndesign1@icloud.com>
Sent: Thursday, September 12, 2019 9:23 AM
To: Participate <participate@ketchumidaho.org>
Cc: James Speck <jim@speckandaanestad.com>; David Wilson <dwilson@wilsonconstructions.com>
Subject: Bariteau proposed development, First Ave. North

Dear City Leaders,

I am writing to you to express my concerns about the alley vacation that Mr. Bariteau has asked for to allow him to move forward with his proposed development. It seems to me that Mr. Bariteau should have done his research before he purchased the property. Had he known that dead end alleys are prohibited in the city he may not have gone through with the purchase. Or perhaps he thought that the city would just waive this in his favor. Aa very big presumption on his part. This would create a myriad of problems. There are forty one alleys, I believe, in the city. Tens lots adjoining each alley, making that over four hundred residents/tax payers involved and affected by this. My concern is that if Mr. Bariteau's request is granted, it could potentially cause some major issues down the road. The biggest one being access by emergency personnel and vehicles, fire, police, ambulance. Also snow and trash removal. How would this be managed? Who would pay for it? How would any future requests by private individuals be handled if this precedent is set? Would adjacent alley property owners be able to use the alley as they wish? Put up storage sheds, plant trees, create parking areas? How would that affect alley traffic? Who would be responsible for maintenance of the alleys? Would HOA's have to be formed to take care of these issues? Alleys are public property and public thoroughfares and the public should have the right to use them at will. Because one individual would like to change all of that for personal benefit would be saying that that the majority of residents/taxpayers of Ketchum are secondary to one person. That would be very wrong. The responsibility of city leaders is to do what is best for the MAJORITY of their constituents, not one person or entity.

I don't believe that Mr. Bariteau's problem should be the city's problem, nor the taxpayers and residents. Had he done the research before hand, knowing that he would be trying to create a dead end alley, this situation may not be before you now.

I thank you for your time and consideration and believe that you will do what is correct for the city, its residents and its taxpayers.

Respectfully,
Carol Thielen

Sent from my iPad

From: [John Gaeddert](#)
To: [Abby Rivin](#); [Maureen Puddicombe](#)
Subject: FW: Bariteau 1st & 4th Mixed Use Project
Date: Wednesday, April 17, 2019 4:37:26 PM

Please add to public record.

On 4/17/19, 2:56 PM, "Carol Thielen" <consigndesign1@me.com> wrote:

Thank you so much. I appreciate your help and diligence in making sure this project wont be doomed from the start and that it will be viable and a good addition to the neighborhood and contribute to the city core with a quality development that will bring tourists and locals alike to West Ketchum and find a pleasant and enjoyable atmosphere. We need restaurants and retail, not a culinary school which could be housed anywhere in the county. We need a vibrant neighborhood and one that will produce some sales tax revenue.

Best,
Carol Thielen

Sent from my iPad

> On Apr 17, 2019, at 2:03 PM, John Gaeddert <JGaeddert@ketchumidaho.org> wrote:

>

> Thank you Carol. I will pass these comments on to the Commission and Council. Notably, the PZ has perview on quality and suitability of the design consistent with the city's design review regulations. In like manner, the Council at it's discretion can look into applicant financing and performer assurances aspart of project development agreement.

> My best John

>

> Sent from my iPhone

>

>> On Apr 17, 2019, at 7:13 AM, Carol Thielen <consigndesign1@me.com> wrote:

>>

>> Thank you so much for your response. My concern is two fold. One, that Mr. Bariteau actually has the funds to do the project in advance of demolishing the buildings and can follow through to completion. The other is that the project is correct for the site and for Ketchum, not only correct for Mr. Bariteau or in his best interests. The last thing we need is another giant hole in the ground.

>> Best,

>> Carol Thielen

>>

>> Sent from my iPad

>>

>>> On Apr 16, 2019, at 8:14 PM, John Gaeddert <JGaeddert@ketchumidaho.org> wrote:

>>>

>>> Thank you for your previous letter. Yes, your comments were entered into the record and provided to the PZ Commission. After considering numerous issues at two hearing and hours of deliberation, the PZ Commission moved the matter to its next hearing agenda of May 13th. Please let our office know if further questions. My best,
John

>>>

>>> Sent from my iPhone



City of Ketchum

November 18, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

**Recommendation to hold a public hearing, deliberate, waive the 3rd reading of Ordinance #1202,
and adopt on 2nd Reading Ordinance #1202 and read by title only**

Recommendation and Summary

Staff is recommending the council hold a public hearing and make the following motions:

I move to waive the third reading of Ordinance 1202

I move to adopt on second reading and read by title only Ordinance 1202 as set forth in **Attachment A**

The primary reasons for the recommendation are to:

- clarify that any project proposed in the CC Subdistrict 1 that provides 100% community housing above the 1st floor and complies with the ground floor street frontage uses of the Subdistrict would be recognized as a 100% community housing project; and
- to establish increase the allowable height of buildings devoted 100% towards community housing to 52' (versus 50' as allowed currently by ordinance); and
- help implement a key policy of the Ketchum Comprehensive Plan, which is to encourage a variety of housing options by, in part, "evaluating zoning, density, and infill policies" that remove barriers and create incentives to achieve the city's housing goals (p. 9).

Introduction and History

Ketchum zoning regulations aim to activate spaces on 1st floors in the CC Subdistrict 1 retail core area by excluding all residential uses on the 1st floor of buildings. This ordinance amendment continues this restriction for this subdistrict but clarifies that this restriction was not intended to disqualify high density 100% community housing projects located on top of permitted retail core 1st floor uses in a building. In other words, a 100% community housing building can include non-residential retail core uses on the 1st floor in the CC Subdistrict 1. This interpretation is supported by previous Ketchum City Council Request for Proposal determinations on the 6th and Leadville site, which is also in the CC Subdistrict 1 retail core.

Proposed Ordinance 1202 clarifies that a 100% community housing project above the 1st floor in Subdistrict 1 is allowed extra height consistent with the CC district use matrix dimensional standard set forth in §17.12.040 and as modified herein. An additional modification is to increase the allowable height for 100% community housing buildings from 50' to 52'. See Attachment A for additional detail.

Financial Impact

None

Attachment

A - Ordinance #1202 and Publication Summary

ATTACHMENT A

ORDINANCE NO. 1202

AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, AMENDING TITLE 17 THE ZONING ORDINANCE, OF THE KETCHUM MUNICIPAL CODE BY AMENDING SECTION 17.12.040, DIMENSIONAL STANDARDS – CC DISTRICT PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION BY SUMMARY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Ketchum is authorized to amend the city zoning ordinance pursuant to Idaho Code § 67-6511; and

WHEREAS, the City of Ketchum is strives to both encourage active, vibrant uses on the first floor of buildings in the Community Core – Subdistrict 1 and support the development of community housing; and

WHEREAS, Title 17, the Zoning Code, incentivizes the development of community housing by permitting greater building heights for such developments in the Community Core; and

WHEREAS, code amendments are necessary to clarify that buildings in the Community Core – Subdistrict 1 that contain the requisite active uses on the first floor qualify as buildings devoted 100% to community housing where all housing units within the building are designated community housing; and

WHEREAS, the 50' height limit for buildings devoted to 100% community housing is being amended to allow such buildings to be 52' in height in order to accommodate modern cost effective and efficient structural buildings methodologies; and

WHEREAS, this nominal height increase is warranted and justified in order to facilitate the development of community housing; and

WHEREAS, the City Council, having reviewed the proposed subdivision code amendments, held public hearings on November 4, 2019 and November 18, 2019.

WHEREAS, the City Council, having considered the recommendation of the Planning and Zoning Commission and submitted comments and testimony from the public, having determined that it is in the best interests of the public to adopt the proposed amendments to Title 16, Subdivision:

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF KETCHUM:

Section 1: AMENDMENTS TO SECTION 17.12.040: DIMENSIONAL STANDARDS, CC DISTRICT MATRIX:

A. Development in the Community Core District shall comply with the standards set forth in the dimensional standards, CC District matrix. Dimensional standards for all other districts, unless otherwise specified, shall be found in section 17.12.030 of this chapter.

B. In addition to the requirements of the dimensional standards, CC District matrix, the regulations of chapter 17.128, "Supplementary Location And Bulk Regulations", of this title apply.

COMMUNITY CORE DIMENSIONAL STANDARDS

| Dimensional Standards | Subdistrict 1: Retail Core | Subdistrict 2: Mixed Use |
|---|---|-------------------------------------|
| Lot/FAR miscellaneous: | | |
| Minimum lot size | 5,500 sq. ft. | |
| Minimum lot width | Average of 55' | |
| FAR requirements | See FAR requirements in section 17.124.040 of this title | |
| Minimum building setbacks: | | |
| Front and street side | 0' | 5' average |
| Adjacent to alleyway | 3' | |
| Rear side not adjacent to an alleyway | 0' | |
| Interior side | | |
| Cantilevered decks and overhangs | | |
| Setback for 5th floors | 20' from street sides and frontage and 10' on all other sides | |
| Setback for 4th floors | 10' | |
| Non-habitable structures, fixed amenities, solar and mechanical equipment affixed to a roof from all building facades | | |
| Maximum building heights: | | |

| | |
|---|--|
| Cantilevered decks and overhangs | 8' above grade and/or walking surface |
| Building height | 42', unless otherwise allowed in this title |
| Height of buildings devoted 100% towards community housing ¹ | 50' ¹ 52' ² |
| Hotel building height (for hotel development standards see subsection 17.124.050B6 of this title) | 68' ² |
| Non-habitable structures located on building roof tops | 10' |
| Perimeter walls enclosing roof top deck and structures | 4' above roof surface height. Perimeter roof top walls are required to be at least 75% transparent |
| Roof top solar and mechanical equipment above roof surface | 5' |

Note:

1. For purposes of this Section, a project in the Community Core Subdistrict 1 that provides 100% community housing above the first floor and complies with the ground floor street frontage uses of the Subdistrict, shall be considered a 100% community housing project.

2. All buildings greater than 48 feet in height or that contain a 4th or 5th floor shall require final approval from the City Council. For hotel height standards, see subsection 17.124.050B6 of this title.

Section 2. REPEALER CLAUSE. All City of Ketchum Ordinances or parts thereof which are in conflict herewith are hereby repealed.

Section 3. 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 4. PUBLICATION. This Ordinance, or a summary thereof in compliance with Section 50-901A, Idaho Code, substantially in the form attached 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 5. EFFECTIVE DATE. This Ordinance shall be in full force and effect 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 _____ 2019.

APPROVED:

Neil Bradshaw, Mayor

ATTEST:

Robin Crotty, City Clerk

PUBLICATION SUMMARY OF ORDINANCE NO. 1202

AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, AMENDING TITLE 17 THE ZONING ORDINANCE, OF THE KETCHUM MUNICIPAL CODE BY AMENDING SECTION 17.12.040, DIMENSIONAL STANDARDS – CC DISTRICT PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION BY SUMMARY; AND PROVIDING AN EFFECTIVE DATE.

A summary of the principal provisions of Ordinance No. 1202 of the City of Ketchum, Blaine County, Idaho, adopted on _____, is as follows:

- SECTION 1.** Clarifies that developments are considered to be devoted 100% towards community housing in Community Core Subdistrict 1 when the requisite commercial uses are provided on the first floor. Allows for a 52’ height for buildings devoted 100% towards community housing.
- SECTION 2.** Provides a repealer clause.
- SECTION 3.** Provides a savings and severability clause.
- SECTION 4.** Provides for publication of this Ordinance by Summary.
- SECTION 5.** Provides an effective date.

The full text of this Ordinance is available at the City Clerk’s Office, Ketchum City Hall, 480 East Avenue North, Ketchum, Idaho 83340 and will be provided to any citizen upon personal request during normal office hours.

APPROVED:

Neil Bradshaw, Mayor

ATTEST:

Robin Crotty, City Clerk

ORDINANCE NO. 1202

AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, AMENDING TITLE 17 THE ZONING ORDINANCE, OF THE KETCHUM MUNICIPAL CODE BY AMENDING SECTION 17.12.040, DIMENSIONAL STANDARDS – CC DISTRICT PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION BY SUMMARY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Ketchum is authorized to amend the city zoning ordinance pursuant to Idaho Code § 67-6511; and

WHEREAS, the City of Ketchum is strives to both encourage active, vibrant uses on the first floor of buildings in the Community Core – Subdistrict 1 and support the development of community housing; and

WHEREAS, Title 17, the Zoning Code, incentivizes the development of community housing by permitting greater building heights for such developments in the Community Core; and

WHEREAS, code amendments are necessary to clarify that buildings in the Community Core – Subdistrict 1 that contain the requisite active uses on the first floor qualify as buildings devoted 100% to community housing where all housing units within the building are designated community housing; and

WHEREAS, the 50' height limit for buildings devoted to 100% community housing is being amended to allow such buildings to be 52' in height in order to accommodate modern cost effective and efficient structural buildings methodologies; and

WHEREAS, this nominal height increase is warranted and justified in order to facilitate the development of community housing; and

WHEREAS, the City Council, having reviewed the proposed subdivision code amendments, held public hearings on November 4, 2019 and November 18, 2019.

WHEREAS, the City Council, having considered the recommendation of the Planning and Zoning Commission and submitted comments and testimony from the public, having determined that it is in the best interests of the public to adopt the proposed amendments to Title 16, Subdivision:

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF KETCHUM:

Section 1: AMENDMENTS TO SECTION 17.12.040: DIMENSIONAL STANDARDS, CC DISTRICT MATRIX:

A. Development in the Community Core District shall comply with the standards set forth in the dimensional standards, CC District matrix. Dimensional standards for all other districts, unless otherwise specified, shall be found in section 17.12.030 of this chapter.

B. In addition to the requirements of the dimensional standards, CC District matrix, the regulations of chapter 17.128, "Supplementary Location And Bulk Regulations", of this title apply.

COMMUNITY CORE DIMENSIONAL STANDARDS

| Dimensional Standards | | Subdistrict 1: Retail Core | Subdistrict 2: Mixed Use |
|---|--|---|-------------------------------------|
| Lot/FAR miscellaneous: | | | |
| Minimum lot size | | 5,500 sq. ft. | |
| Minimum lot width | | Average of 55' | |
| FAR requirements | | See FAR requirements in section 17.124.040 of this title | |
| Minimum building setbacks: | | | |
| Front and street side | | 0' | 5' average |
| Adjacent to alleyway | | 3' | |
| Rear side not adjacent to an alleyway | | 0' | |
| Interior side | | | |
| Cantilevered decks and overhangs | | | |
| Setback for 5th floors | | 20' from street sides and frontage and 10' on all other sides | |
| Setback for 4th floors | | 10' | |
| Non-habitable structures, fixed amenities, solar and mechanical equipment affixed to a roof from all building facades | | | |
| Maximum building heights: | | | |

| | |
|---|--|
| Cantilevered decks and overhangs | 8' above grade and/or walking surface |
| Building height | 42', unless otherwise allowed in this title |
| Height of buildings devoted 100% towards community housing ¹ | 50' ¹ 52' ² |
| Hotel building height (for hotel development standards see subsection 17.124.050B6 of this title) | 68' ² |
| Non-habitable structures located on building roof tops | 10' |
| Perimeter walls enclosing roof top deck and structures | 4' above roof surface height. Perimeter roof top walls are required to be at least 75% transparent |
| Roof top solar and mechanical equipment above roof surface | 5' |

Note:

1. For purposes of this Section, a project in the Community Core Subdistrict 1 that provides 100% community housing above the first floor and complies with the ground floor street frontage uses of the Subdistrict, shall be considered a 100% community housing project.

24. All buildings greater than 48 feet in height or that contain a 4th or 5th floor shall require final approval from the City Council. For hotel height standards, see subsection 17.124.050B6 of this title.

Section 2. REPEALER CLAUSE. All City of Ketchum Ordinances or parts thereof which are in conflict herewith are hereby repealed.

Section 3. 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 4. PUBLICATION. This Ordinance, or a summary thereof in compliance with Section 50-901A, Idaho Code, substantially in the form attached 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 5. EFFECTIVE DATE. This Ordinance shall be in full force and effect 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 _____ 2019.

APPROVED:

Neil Bradshaw, Mayor

ATTEST:

Robin Crotty, City Clerk

PUBLICATION SUMMARY OF ORDINANCE NO. 1202

AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, AMENDING TITLE 17 THE ZONING ORDINANCE, OF THE KETCHUM MUNICIPAL CODE BY AMENDING SECTION 17.12.040, DIMENSIONAL STANDARDS – CC DISTRICT PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION BY SUMMARY; AND PROVIDING AN EFFECTIVE DATE.

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The full text of this Ordinance is available at the City Clerk’s Office, Ketchum City Hall, 480 East Avenue North, Ketchum, Idaho 83340 and will be provided to any citizen upon personal request during normal office hours.

APPROVED:

Neil Bradshaw, Mayor

ATTEST:

Robin Crotty, City Clerk



City of Ketchum

November 18, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Waive Third Reading and Adopt on Second Reading Ordinance 1204 Establishing Wastewater and Water Connection Fees for New Development

Recommendation and Summary

Staff is recommending the council hold a public hearing and make the following motions:

I move to waive the third reading of Ordinance 1204

I move to adopt on second reading and read by title only Ordinance 1204

The reasons for the recommendation are as follows:

- To ensure new development pays its fair share of costs to support the wastewater and water system, connection fees will be collected for new development projects instead of impact fees.
- A comprehensive study was prepared by Galena Engineering to establish the methodology and connection fee amount
- Adoption of the proposed ordinance will simplify the collection and administration of wastewater and water fees associated with new development
- Council conducted a first reading on November 4, 2019 and there were no objections to the proposed ordinance

Introduction and History

The City of Ketchum has historically collected development impact fees for new connections to the municipal water and wastewater systems. While this approach was the preferred approach in 2011, staff is recommending the City replace wastewater and water development impact fees with an alternative method for collecting fees from new development. The City of Ketchum hired Galena Engineering to calculate water and wastewater connection fees in place of development impact fees. Connection fees may be used for system replacement and expansion.

Police, Fire, Parks and Street impact fees will continue to be collected once the Council adopts a revised study and Capital Improvement Plan. The current methodology for establishing those fees is out of date. Before new impact fees can be established, the City must adopt a five- year Capital Improvement Plan and an Impact Fee Study identifying the fee methodology. Staff is preparing this information and will provide Council with recommendations in January.

Analysis

The methodology Galena Engineering used to calculate connection fees equates to a user purchasing a fiscal share of the value of the system when requesting a new hook up or the enlargement of an existing connection. The report prepared by Galena Engineering (Attachment A), includes a detailed description of the methodology used to calculate the City of Ketchum connection fees. The City of Ketchum's Water Facilities Plan, by J-U-B Engineers Inc. dated March 2017, and Wastewater Treatment Plant Facilities Plan, by Pharmer Engineering dated August 2009 were referenced for water and wastewater system component information and figures.

The proposed fees are based on updated system and cost information. A comparison of the proposed fees to the impact fees and the connection fees established by the City of Hailey are in Attachment B. Staff is recommending the City Council conduct a first reading of the proposed ordinance establishing the connection fees. If Council approves Ordinance 1204, on November 18, 2019 staff will present a resolution adopting the fees in addition to second reading of Ordinance 1204.

Financial Impact

The amount of fees collected will depend on the level of development. The fees will ensure new development pays its share of the cost to connect and maintain the wastewater and water systems.

Attachments:

Attachment A: October 18, 2019 Galena Engineering Connection Fee Study

Attachment B: Comparison of Connection Fees

Attachment C: Proposed Ordinance 1204

Attachment D: Redlined Version of Ordinance 1204

GALENA ENGINEERING

317 North River Street
Hailey, ID 83333
208.788.1705

Water and Wastewater Connection Fees

For

The City of Ketchum

October 18, 2019

ENGINEER OF RECORD
Samantha Stahlnecker

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Section 1: Introduction

The City of Ketchum has historically collected development impact fees for new connections to the municipal water and wastewater systems. Based on Galena Engineering’s research, these development impact fees were most recently calculated in 2011 by determining the cost of anticipated system improvements to accommodate new development. A Water System Impact Fee Study by J-U-B Engineers, Inc. dated February 2011 states in Section 3.0 that “the purpose of an impact fee system is to properly accumulate revenues for the future replacement and expansion of major components of the water system for future growth which are not budgeted for replacement or expansion out of user fees collected throughout the life of the water system.” It is Galena Engineering’s understanding that the City of Ketchum desires to replace development impact fees with an alternative method for generating water and wastewater revenue. The City of Ketchum has tasked Galena Engineering with calculating water and wastewater connection fees to take the place of development impact fees. It is Galena Engineering’s understanding that connection fees may be used for system replacement and expansion.

The methodology Galena Engineering used to calculate connection fees equates to a user purchasing a fiscal share of the value of the system when requesting a new hook up or the enlargement of an existing connection. This report includes a detailed description of the methodology Galena Engineering used to calculate the City of Ketchum connection fees. The City of Ketchum’s Water Facilities Plan, by J-U-B Engineers Inc. dated March 2017, and Wastewater Treatment Plant Facilities Plan, by Pharmer Engineering dated August 2009 were referenced for water and wastewater system component information and figures.

Section 2: Connection Fee Calculation Methodology

2.1 Overview

Connection fees for both water and sewer were calculated by dividing the respective net system value by the equivalent connection capacity. The total net system value is calculated using Equation 2.1 below.

Equation 2.1: Net System Value

$$\text{Net System Value} = \text{Depreciated Gross System Value} - \text{Remaining Bond Principal} + \text{Funded Depreciation}$$

Each component of the above equation and the equivalent connection capacity for both water and wastewater are further detailed below.

2.2 Gross System Value

The gross system value is determined using a combination of the three methods below:

1. Updating the original construction cost of each major capital improvement to the system to current construction costs,
2. Updating the construction cost from an assumed reference year of each major capital improvement to the system to current construction costs, or
3. Calculating the construction cost using recent construction unit costs of each major capital improvement.

Methods 1 and 2 above are used to calculate the value of past improvements in current day dollars. Updating construction costs using these two methods is accomplished by determining the annual average engineering news record construction costs index ("ENR (CCI)") in the year the improvements were made, or an assumed reference year, and the year that the connection fee is being calculated. See Equation 2.2.

Equation 2.2: Updated Construction Value (using Methods 1 or 2)

$$\begin{aligned} &\text{Updated Construction Value} \\ &= \text{Original or Reference Year Construction Cost} * \frac{\text{Current Year ENR (CCI)}}{\text{Original or Reference Year ENR (CCI)}} \end{aligned}$$

Note that Galena Engineering used construction costs from the current year, 2019, for fiscal year (FY) 2020 connection fees, making the current year the assumed reference year. Therefore, for the sake of this report, method 2 was not utilized, but will be in the future as it is impractical to update all construction costs to the current year for every fiscal year update.

2.2.1 Water Distribution and Supply System

The water distribution gross system value was calculated using all three methods described in Section 2.2. First, Galena Engineering itemized and quantified significant water distribution system component's material type (if applicable), size (if applicable), quantity, and construction year. The City of Ketchum Water Department record maps and department personnel's recollection of construction history was utilized to quantify the aforementioned components. Once itemized, a majority of the distribution system component values were calculated using the recent construction costs. Current construction costs for some pipe materials no longer being used for construction were inaccessible, so original construction costs were scaled up using method 1 in Section 2.2 and utilized.

The water supply gross system value was calculated by itemizing significant components associated with the six existing well sites and one existing booster pump station and assigning the recent construction costs for each item. A map of the existing well and booster pump stations is included in the Water Facilities Plan.

Table 2.1: Water System Gross System Value Summary

| System Component | Gross System Value |
|---------------------------|---------------------------|
| Water Distribution System | \$20,122,770.00 |
| Water Supply System | \$11,983,180.00 |
| <i>Total:</i> | <i>\$32,105,950.00</i> |

2.2.2 Wastewater Collection and Treatment System

Galena Engineering calculated the wastewater collection system gross system value similarly to the water distribution system. First, each collection system component's material, size, quantity, and construction year were determined using the City of Ketchum Wastewater Department's record maps and department personnel recollection of construction history. Next, each component's value was calculated using the recent construction costs or an adjusted original construction cost.

The wastewater treatment plant gross system value was determined by compiling original contractor bids and/or invoices on record at the City of Ketchum Wastewater Department. The wastewater treatment plant serving the City of Ketchum is also utilized by the Sun Valley Water and Sewer District. Past and current Wastewater Facilities Plans have noted that ownership/use of the plant is divided equally between both entities; and therefore, Galena Engineering also assumed a 50/50 value split.

Table 2.2: Wastewater System Gross System Value Summary

| System Component | Gross System Value |
|-------------------------|---------------------------|
| Sewer Collection System | \$9,870,995.00 |
| Sewer Treatment System | \$9,779,645.00 |
| <i>Total:</i> | <i>\$19,650,640.00</i> |

2.3 Depreciated Gross System Value

Each system component's depreciation must also be subtracted from the gross system value. Galena Engineering assumed lifespans for all quantified components and reduced the gross system value by the utilized percentage of the item's lifespan. Tables 2.3 and 2.4 below summarize the calculated depreciated gross system values for both water and wastewater.

Table 2.3: Water System Depreciated Gross System Value Summary

| System Component | Depreciated Gross System Value |
|---------------------------|---------------------------------------|
| Water Distribution System | \$11,296,795.00 |
| Water Supply System | \$4,171,450.00 |
| <i>Total:</i> | <i>\$15,468,245.00</i> |

Table 2.4: Wastewater System Depreciated Gross System Value Summary

| System Component | Depreciated Gross System Value |
|------------------------------|---------------------------------------|
| Wastewater Collection System | \$4,379,320.00 |
| Wastewater Treatment System | \$4,388,345.00 |
| <i>Total:</i> | <i>\$8,767,665.00</i> |

2.4 Remaining Bond Principal

Galena Engineering requested remaining bond principal values from the City of Ketchum Treasurer. Because the city is currently committed to repaying these bonds to its residents, these remaining principals detract from the overall value of the system. Below is a summary and description of each remaining bond as of July, 2019.

Table 2.5: Water System Remaining Bond Principal

| Bond Year and Description | Remaining Bond Principal |
|---|------------------------------------|
| Water Revenue Refunding Bonds 2015 <i>To refund outstanding bonds from 2006- Ketchum Spring Line Conversion Per City of Ketchum Water Department Manager</i> | \$2,230,000 Distribution System |
| Water Refunding Bond 2016 <i>To refund outstanding bonds from 1998- Storage Tank Construction Per City of Ketchum Water Department Manager</i> | \$1,268,000 Supply System |
| Total: | \$3,498,000 |

Table 2.6: Wastewater System Remaining Bond Principal

| Bond Year and Description | Remaining Bond Principal |
|---|---|
| Wastewater Revenue Refunding Bonds 2014 <i>To refund outstanding bonds from 2004 and 2006- Treatment Plant Upgrades (UV and Electrical Upgrade, Aeration Basin, Effluent Filters, Collection System)</i> | \$1,315,000 Split Evenly between Collection and Treatment Systems |
| Total: | \$1,315,000 |

2.5 Funded Depreciation

The funded depreciation is the remaining capital in each department's account, excluding unused development impact fees. Galena Engineering obtained the remaining account balances for the water and wastewater departments, listed in Table 2.7, from the City of Ketchum Treasurer.

Table 2.7: Remaining Account Balance Summary

| System Component | Remaining Account Balance |
|-----------------------|---------------------------|
| Water Department | \$806,701 |
| Wastewater Department | \$1,252,984 |
| <i>Total:</i> | <i>\$2,059,685</i> |

To determine if the account balances contain development impact fees, Galena Engineering reviewed a list of capital improvement project from 2012-2019. Those projects that contributed to the expansion of major components of the water or wastewater systems for future growth were confirmed as completed with the department manager and cross checked with water and wastewater asset records from the Treasurer's Department. Remaining development impact fees were deducted from the account balance.

Based upon this analysis, 0% of the water development impact fees collected from 2010 to 2019 appear to have been utilized. Wastewater development impact fees appear to have been partially utilized.

Table 2.8 below summarizes this information.

Table 2.8: Development Impact Fee Summary

| Water Department | |
|---|---|
| Development Impact Fees Collected | \$479,893 |
| Expansion Projects (Completion Year and Cost) | None |
| <i>Remaining Development Impact Fees</i> | <i>\$479,893</i> |
| Wastewater Department | |
| Development Impact Fees Collected | \$870,553 |
| Expansion Projects (Completion Year and Cost) | <i>Recycled Water Project- Vertical Turbine Pump (2012, \$37,000)</i> <i>Pump Station (2012, \$131,000)</i> <i>Pump Station Building (2012, \$84,170)</i> |
| <i>Remaining Development Impact Fees</i> | <i>\$618,383</i> |

The account balances shown in Table 2.7 include revenue from past development impact fees. The remaining development impact fees were deducted from the current account balances to determine the department funded depreciation values. Note that the account balances for both the water and wastewater departments were split evenly between the distribution/supply and collection/treatment systems.

Table 2.9: Funded Depreciation Summary

| System Component | Funded Depreciation |
|--|---------------------|
| Water Department <i>(Split 50%/50% between Distribution and Supply)</i> | \$326,808 |
| Wastewater Department <i>(Split 50%/50% between Collection and Treatment)</i> | \$634,601 |
| <i>Total:</i> | <i>\$961,409</i> |

2.6 Net System Value

The net system value is then calculated using Equation 2.1. Tables 2.8 and 2.9 summarize the net system value for the City of Ketchum water and wastewater systems.

Table 2.10: Water Net System Value Summary

| System Component | Net System Value |
|---------------------------|-------------------------|
| Water Distribution System | \$9,230,200 |
| Water Supply System | \$3,066,854 |
| <i>Total:</i> | <i>\$12,297,054</i> |

Table 2.11: Wastewater Net System Value Summary

| System Component | Net System Value |
|------------------------------|-------------------------|
| Wastewater Collection System | \$4,039,119 |
| Wastewater Treatment System | \$4,048,146 |
| <i>Total:</i> | <i>\$8,087,265</i> |

2.7 Equivalent Connection Capacity

Equivalent connection capacity is the number of connections the current system could accommodate while functioning at capacity. Galena Engineering utilized system capacities and user demand/production quantities from the Water Facilities Plan by J-U-B Engineers, March 2017, and the Ketchum/ Sun Valley Wastewater Treatment Plant Facilities Plan by Pharmer Engineering, August 2009 to calculate equivalent connection capacity.

2.7.1 Water Distribution System

The water distribution system equivalent connection capacity is calculated by dividing the system capacity by the demand per connection.

Calculation of the distribution system capacity is complex because any single system component could be perceived as defining the maximum capacity of the entire system, or alternatively, some assumed percentage of the entire system could represent capacity. Regardless, one thing is certain: the current distribution system can handle any peak hour demand previously required, and has additional capacity beyond that demand.

According to the aforementioned Water Facilities Plan, the highest recorded maximum day demand, per Figure 3-2, was 5.9 million gallons per day (mgd). Section 3.4.1 further defines a peak hour factor of either 1.25, peaking factor with only one year of data, or 1.5 for conservative planning practices. For the sake of this report, Galena Engineering selected the more conservative peaking factor of 1.5 per the Water Facilities Plan recommendations. The equivalent peak hour demand utilized is therefore 8.85 mgd.

Galena Engineering then calculated the maximum day demand per connection utilizing maximum day demand volumes per capita multiplied by the seasonal peak number of people per connection. According to Section 3.4.1 of the Water Facilities Plan, the maximum day demand per capita was 672 gallons per capita per day (gpcpd). This value was based upon the highest recorded maximum day demand of 5.9 mgd (2007) and the peak equivalent population of 8,783 residents per Table 3-2. The City of Ketchum has made a number of repairs to the distribution system, specifically on the Ketchum Spring Water Line, thereby reducing the amount of unmetered water, or water loss due to leaks in the system. Based upon water usage data received from the City of Ketchum Water Department for 2016-2019, the maximum day demand never exceeded 4.8 mgd. Given the downward trend shown in Figure 3-2 of the Water Facilities Plan and the supporting usage data from 2016-2019, Galena Engineering used a more appropriate, but still conservative, maximum day demand of 5.0 mgd to calculate the maximum day demand per capita of 569 gpcpd.

The number of people per connection was calculated by dividing the peak equivalent population mentioned above by the current number of water connections. In July of 2019, the City of Ketchum had 149 flat rate and 1,805 metered customers, for a total of 1,954 connections. Dividing the peak population by the number of connections results in 4.5 people per connection. Therefore, the maximum day demand per connection is 2,560 gpd.

Accepting the above listed values for the peak hour demand and maximum day demand per connection, the water distribution system equivalent connection capacity is $8.85 \text{ mgd} / 2,560 \text{ gpd} = \pm 3,460$ connections.

2.7.2 Water Supply System

The water supply system equivalent connection capacity is calculated by dividing the supply capacity by the demand per connection.

The DEQ recommended supply capacity, or FIRM capacity, is defined as the total supply volume with the largest single source out of production. Per the Water Facilities Plan, Ketchum's FIRM capacity is 3.96 mgd (Table 4-1), whereas total supply capacity is 6.84 mgd (Table 4-1). Given that the City of Ketchum is operating above the FIRM capacity of the system, on average 5.0 mgd, Galena Engineering concluded that it is inappropriate to use the system FIRM capacity. The total supply capacity of 6.84 mgd was utilized to calculate equivalent connection capacity.

As described in Section 2.6.1 of this report, the maximum day demand per connection is 2,560.

Accepting the above listed values for the system supply capacity and demand per connection, the water supply system equivalent connection capacity is $6.84 \text{ mgd} / 2560 \text{ gpd} = \pm 2,670$ connections.

2.7.3 Wastewater Collection System

The wastewater collection system equivalent connection capacity is calculated by dividing the system capacity by the flow production per connection.

Calculation of the collection system capacity is complex because any single system component could be perceived as defining the maximum capacity of the entire system, or as an alternative, some assumed percentage of the entire system could represent capacity. Regardless, one thing is certain: the current collection system can handle any Peak Month Wastewater volume previously produced, and has additional capacity beyond that demand.

Galena Engineering assumed that the 2006 observed dry weather inflow and infiltration peak month flow was the maximum flow conveyed by the collection system. This includes stormwater that enters the system from points of direct connection to the system (manholes, cleanouts, etc.) and groundwater that enters through cracks and leaks in the sewer pipes. The wet weather inflow and infiltration peak month flow was not utilized because of concerns that a majority of the water volume was entering the system through a minority of the pipe systems. Specifically, a majority of the water was entering pipes and structures submerged within the floodplain, while the remaining system capacity was left untested. Table 2.2 of the Wastewater Facilities Plan lists this flow as 1.38 mgd.

Galena Engineering utilized a residential per capita flow of 100 gpcpd per Section 2.3.1 of the Wastewater Facilities Plan. Because a majority of connections are fed by a 1" water meter, Galena Engineering has accepted the residential flow as equivalent to a 1" water meter.

The number of people per connection was calculated by dividing the peak equivalent population, 7906, per Table 1.4 of the Wastewater Facilities Plan by the current number of water connections. In July of 2019, the City of Ketchum had a total of 2044 connections; therefore, there are 3.9 people per wastewater connection in the City of Ketchum. Multiplying this by the flow per capita results in an equivalent flow per connection of 390 gpd.

Accepting the above listed values for the collection system capacity and flow per connection, the wastewater collection system equivalent connection capacity is $1.38 \text{ mgd} / 390 \text{ gpd} = \pm 3,568$ connections.

2.7.4 Wastewater Treatment System

The wastewater treatment system equivalent connection capacity is calculated by dividing the treatment plant capacity by the flow production per connection.

Galena Engineering considered the design capacity of the wastewater treatment plant to be the most limiting component of the facility. Per Table E.3 of the Wastewater Facilities Plan, the Solids Handling-Aerobic Digester is the most limiting system component with a capacity of 1.75mgd. As previously mentioned, the City of Ketchum owns 50% of the wastewater treatment plant infrastructure; therefore, Ketchum's share of the plant design capacity is 0.875 mgd.

As described in Section 2.6.3 of this report, the equivalent flow per connection is 390 gpd.

Accepting the above listed values for the plant capacity and flow per connection, the wastewater treatment system equivalent connection capacity is $0.875 \text{ mgd} / 390 \text{ gpd} = +/- 2,260$ connections.

Section 3: Proposed Connection Fees and Conclusions

3.1 Base Connection Fees

The base connection fee is the resultant of dividing the net system value by the equivalent connection capacity for each system component. Galena Engineering recommends the base connection fees listed in Tables 3.1 and 3.2 to the City of Ketchum for FY 2020.

Table 3.1: Calculated Water Connection Base Fee

| System Component | Base Connection Fee |
|---------------------------|----------------------------|
| Water Distribution System | \$2,668.78 |
| Water Supply System | \$1,147.31 |
| <i>Total:</i> | <i>\$3,816.00</i> |

Table 3.2: Calculated Wastewater Connection Base Fee

| System Component | Base Connection Fee |
|------------------------------|----------------------------|
| Wastewater Collection System | \$1,132.10 |
| Wastewater Treatment System | \$1,789.47 |
| <i>Total:</i> | <i>\$2,921.00</i> |

3.2 Scaled Connection Fees

Table 3-4 of the Water Facilities Plan shows that over 80% of connections in the City of Ketchum are 1" connections. Because a majority of the city's municipal connections are 1", Galena Engineering has assumed that the equivalent connection capacity for both water and wastewater are comparable to 1" connections. Any connection over 1" should be scaled up using a ratio of 1" connections to the meter size under consideration.

Galena Engineering obtained water meter capacities from the City of Ketchum Water Department to calculate meter size scale factors. These ratios are listed in Table 3.3 below.

Table 3.3: Water Meter Capacity Scale Factors and Related Proposed Connection Fees

| Meter Size and Type | Operating Flow (gpm) | Base Connection Fee Scale Factor | Water Connection Fee | Sewer Connection Fee |
|-----------------------|----------------------|----------------------------------|----------------------|----------------------|
| 1" - iPERL | 55 | 1.0 | \$3,816.00 | \$2,921.00 |
| 1.5" - Sensus OMNI T2 | 200 | 3.6 | \$13,737.60 | \$10,515.60 |
| 2" - Sensus OMNI T2 | 250 | 4.5 | \$17,172.00 | \$13,144.50 |
| 3" - Sensus OMNI T2 | 500 | 9.1 | \$34,344.00 | \$26,289.00 |
| 4" - Sensus OMNI T2 | 1250 | 22.7 | \$86,623.20 | \$66,306.70 |
| 6" - Sensus OMNI T2 | 2500 | 45.4 | \$173,246.40 | \$132,613.40 |

Alternatively, the City of Ketchum may also choose to remain consistent with the scale factors previously used to calculate water development impact fees for all meter sizes. Scale factors per Appendix A of the Water System Impact Fee Study by J-U-B Engineer, Inc. dated February 2011 were based upon "the potential water use through the water meter and service line size used." The method used by JUB to calculate these ratios was not specified in their report. Table 3.4 calculates proposed connection fees using these ratios.

Table 3.4: Current Ketchum Scale Factors and Related Proposed Connection Fees

| Meter Size | Base Connection Fee Scale Factor <i>Based upon February 2011 Impact Fee Study by J-U-B Engineers, Inc.</i> | Proposed Water Connection Fee | Proposed Sewer Connection Fee |
|---------------------|---|-------------------------------|-------------------------------|
| 1" | 1.00 | \$3,816.00 | \$2,921.00 |
| 1.5" | 2.25 | \$8,586.00 | \$6,572.25 |
| 2" | 4.00 | \$15,264.00 | \$11,684.00 |
| 3" | 9.00 | \$34,344.00 | \$26,289.00 |
| 4" | 16.00 | \$61,056.00 | \$46,736.00 |
| 6" - Sensus OMNI T2 | 36.00 | \$137,376.00 | \$105,156.00 |

Though it is unclear exactly how J-U-B Engineering calculated these capacity ratios, it is Galena Engineering's recommendation to utilize the more conservative ratios historically used for development impact fees.

Given that there is a direct link between the water meter size and the potential for wastewater production flow, Galena Engineering recommends the same scale factors be used for sewer connections regardless of the size of the wastewater service pipe. For example, if a user is requesting a 2" water meter, the sewer connection fee shall be the base sewer connection fee multiplied by the above scale factor for a 2" water meter.

3.3 Ordinance Revision

The current City of Ketchum code references development impact fees in a number of ordinances. It is Galena Engineering's understanding that the City of Ketchum desires to replace development impact fees with connection fees, and therefore, adoption of the connection fees described in this report will require redaction or revision of any ordinance referencing development impact fees and adoption of a new ordinance codifying connection fees as recommended by the city attorney. Galena Engineering has not identified which existing ordinances require redaction.

3.4 Connection Fee Update Process

If the city chooses to adopt and codify water and wastewater connection fees, those fees should be updated annually and adopted via resolution at the beginning of the fiscal year. Each year the net system value and number of existing water and wastewater connections shall be updated, and additionally, system capacities and usage data from updated Facility Plans shall be incorporated when applicable.

3.5 Conclusions

Any questions or additional information requests can be made through the office of Galena Engineering and the Professional Engineer of record listed on the cover of this report.

Appendix A: Water Connection Fee Calculation

City of Ketchum Water Connection Fee FY 2020

| Connection Fee Calculations for: WATER SUPPLY AND STORAGE SYSTEM | |
|---|-------------------|
| Total "Equivalent" Supply Connection Capacity See Appendix B | 2673 |
| Depreciated Gross System Value (from System Component List, 2019 Costs Utilitized) | \$4,171,450 |
| Remaining Bond Principal to be retired (per City Treasurer) | (\$1,268,000) |
| Funded Depreciation (Remaining Account Balance) (per City Treasurer) | \$163,404 |
| Net System Value | \$3,066,854 |
| WATER SUPPLY AND STORAGE SYSTEM Connection Fee (Net Value / Capacity) | \$1,147.31 |

| Connection Fee Calculations for: WATER DISTRIBUTION SYSTEM | |
|---|-------------------|
| Total "Equivalent" Connection Capacity See Appendix B | 3459 |
| Depreciated Gross System Value (from System Component List, 2019 Costs Utilitized) | \$11,296,796 |
| Remaining Bond Principal to be retired (per City Treasurer) | (\$2,230,000) |
| Funded Depreciation (Remaining Account Balance) (per City Treasurer) | \$163,404 |
| Net System Value | \$9,230,200 |
| WATER DISTRIBUTION SYSTEM Connection Fee (Net Value / Capacity) | \$2,668.78 |

| | |
|--|-------------------|
| TOTAL WATER SYSTEM CONNECTION FEE | \$3,816.00 |
|--|-------------------|

*Appendix A: Water
Connection Fee Calculation*

Ketchum Connection Fees
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By: SKS
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Galena Engineering, Inc.
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Appendix B: Water Equivalent Connection Capacity Calculation

Supply System

Supply Capacity with the largest single source out of production ("Firm Capacity") per the March 2017 Water Facilities Plan Table 4-1 is 3.96 mg/d, whereas total supply capacity is **6.84 mgd**. Given that the City is operating over the FIRM Capacity of the system (5.96 mgd recorded demand), the total capacity was utilized to calculate equivalent connection capacity. Average Day Demand is 475 g/d per capita from Table 3-2 of same report with a Maximum Day Demand of 672 gpcpd, Table 3-2. A maximum day demand of 569 gpcpd is used for the purposes of this task given the distribution system supply repairs to the Ketchum Spring Line and downward trend of usage in Figure 3-2 of the Water Facilities Plan. The report uses a 2017 population of 5,894 people with a peak equivalent population of 8,783 (Table 3-2). There are 1872 Equivalent Dwelling Units, EDU (Table 3-3), resulting in 3.1 people per connection and **4.6 people per connection** using the peak equivalent population. This results in $4.6 \times 475 = 2,185$ AVERAGE gallons/day/connection (meaning equivalent connection). The Supply Capacity of the system, based on Max Day Demand, is therefore $6.84 \text{E}6 / (4.6 \times 569) = \underline{\underline{2673}}$ **equivalent SUPPLY connections**

| INPUT Variables | | | |
|--------------------------------|---------|-------|---|
| FIRM Supply Flow | 2750 | gpm | Per Water Facilities Plan, JUB Engineering, March 2017 |
| Maximum Supply Flow | 4750 | gpm | Per Water Facilities Plan, JUB Engineering, March 2017 |
| Total Supply Flow | 6840000 | gpd | Per Water Facilities Plan, JUB Engineering, March 2017 |
| Avg. Day Demand | 475 | gpcpd | Per Water Facilities Plan, JUB Engineering, March 2017 |
| Max. Day Demand | 569 | gpcpd | Based upon 5.0 mgd and peak population |
| Existing Number of Connections | 1954 | | Per City of Ketchum, July 2019- consistent with Facilities Plan |
| Equivalent Dwelling Unit | 1872 | | |
| <i>Population</i> | | | |
| Peak Equivalent (Seasonal) | 8783 | | Per Water Facilities Plan, JUB Engineering, March 2017 |
| Average Equivalent | 5894 | | Per Water Facilities Plan, JUB Engineering, March 2017 |

| Calculations | |
|--------------------------------|------|
| <i>People per connection</i> | |
| Peak Equivalent | 4.5 |
| Average Equivalent | 3.1 |
| Equivalent Connection Capacity | 2673 |

*Utilizes Peak Equivalent Population and Total Supply Capacity

Distribution System

Calculation of the Distribution System Capacity is complex because any single system component could be perceived as defining the maximum capacity of the entire system, or as an alternative, some assumed percentage of the entire system could represent capacity. Regardless, one thing is certain: the current distribution system can handle any Peak Hour Demand previously required, and has additional capacity beyond that demand. According to the afore mentioned report, the recorded **Peak Hour Factor of 1.5** (Section 3.4.1 page 20) multiplied by the **highest historic recorded Maximum Day Demand of 5.90 mgd** (Figure 3-2 for 2007 flow) results in a demonstrated **serviceable flow of 8.85 mgd**. Accepting this value as a design flow results in $8.85 \text{E}6 / (4.6 \times 569) = 3459$ **equivalent DISTRIBUTION SYSTEM connections**.

| INPUT Variables | | | |
|--------------------|---------|-----|--|
| Maximum Day Demand | 5900000 | gpd | Per Water Facilities Plan, JUB Engineering, March 2017 |
| Peak Hour Factor | 1.5 | | Per Water Facilities Plan, JUB Engineering, March 2017 |

| Calculations | |
|--------------------------------|-------------|
| Servicable Maximum Day Flow | 8850000 gpd |
| Equivalent Connection Capacity | 3459 |

*Utilizes Peak Equivalent Population

Appendix B: Water Equivalent Connection Capacity Calculation

Ketchum Connection Fees
1318-175
By: SKS
Date: 10/18/19

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Appendix C: Wastewater Connection Fee Calculation

City of Ketchum Wastewater Connection Fee FY 2020

| Connection Fee Calculations for: WASTEWATER TREATMENT SYSTEM | |
|---|-------------------|
| Total "Equivalent" Connection Capacity See Appendix D | 2262 |
| Depreciated Gross System Value (from System Component List, 2019 Costs Utilitized) | \$4,388,345 |
| Remaining Bond Principal to be retired (per City Treasurer) | (\$657,500) |
| Funded Depreciation (Remaining Account Balance) (per City Treasurer) | \$317,301 |
| Net System Value | \$4,048,146 |
| WASTEWATER TREATMENT SYSTEM Connection Fee (Net Value / Capacity) | \$1,789.47 |

| Connection Fee Calculations for: WASTEWATER COLLECTION SYSTEM | |
|---|-------------------|
| Total "Equivalent" Connection Capacity See Appendix D | 3568 |
| Depreciated Gross System Value (from System Component List, 2019 Costs Utilitized) | \$4,379,318 |
| Remaining Bond Principal to be retired (per City Treasurer) | (\$657,500) |
| Funded Depreciation (Remaining Account Balance) (per City Treasurer) | \$317,301 |
| Net System Value | \$4,039,119 |
| WASTEWATER COLLECTION SYSTEM Connection Fee (Net Value / Capacity) | \$1,132.10 |

| | |
|---|-------------------|
| TOTAL WASTEWATER SYSTEM CONNECTION FEE | \$2,921.00 |
|---|-------------------|

*Appendix C: Wastewater
Connection Fee Calculation*

Ketchum Connection Fees
1318-175
By: SKS
Date: 10/18/19

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Appendix D: Wastewater Equivalent Connection Capacity Calculation

Treatment System

Design Capacity of Plant = 1.75mgd; 50% of plant flow comes from Ketchum, 50% comes from SVWSD; therefore, Ketchum's share of the design capacity of the plant = **0.875 mgd**. The residential per capita flow is 100gpd per capita from Facilities Plan by Pharmer Engineering dated 2009, Section 2.3.1. Utilizing the Peak Equivalent (seasonal) population, and the current number of connections per the City of Ketchum Water and Wastewater Department, the Peak number of people per connection is 3.9, resulting in a flow per connection of 100 gpd per capita x 3.9 people per connection = **390 gpd per connection**. Accepting this value as a design flow results in $0.875E6 / (3.9 * 100) = \underline{\underline{2262 \text{ equivalent TREATMENT SYSTEM connections}}}$.

| INPUT Variables | | | |
|--|---------|-------|--|
| Design Capacity of Plant- Total | 1750000 | gpd | Per Wastewater Facilities Plan, Pharmer Engineering, August 2009 |
| Design Capacity of Plant- Ketchum ONLY (50%) | 875000 | gpd | Per Wastewater Facilities Plan, Pharmer Engineering, August 2009 |
| *Plant is shared between City of Ketchum and SVWSD | | | |
| Residential per capita flow | 100 | gpcpd | Per Wastewater Facilities Plan, Pharmer Engineering, August 2009 |
| Existing Number of Connections | 2044 | | Billed Customers, Per City of Ketchum, July 2019 |
| <i>Population</i> | | | |
| Peak Equivalent (Seasonal) | 7906 | | Per Wastewater Facilities Plan, Pharmer Engineering, August 2009 |

| Calculations | |
|--------------------------------|------|
| People per connection | |
| Peak Equivalent | 3.9 |
| Equivalent Connection Capacity | 2262 |

*Utilizes Peak Equivalent Population

Collection System

Calculation of the Collection System Capacity is complex because any single system component could be perceived as defining the maximum capacity of the entire system, or as an alternative, some assumed percentage of the entire system could represent capacity. Regardless, one thing is certain: the current collection system can handle any Peak Month Wastewater volume previously produced, and has additional capacity beyond that demand. The estimated dry weather Inflow and Infiltration Peak Month Flow observed in 2006 is assumed to be the maximum flow experienced by the collection system. This includes stormwater that enters the system from points of direct connection to the system (manholes, cleanouts, etc.) and groundwater that enters through cracks and leaks in the sewer pipes. This flow, 1.38 mgd, per Table 2.2 of the aforementioned facilities plan, divided by the residential flow per connection listed above yields the equivalent collection system connections: $1.38E6 / (3.9 * 100) = \underline{\underline{3568 \text{ equivalent COLLECTION SYSTEM connections}}}$

| INPUT Variables | | | |
|------------------------|---------|-----|--|
| Wet Weather I & I Flow | 1380000 | gpd | Per Wastewater Facilities Plan, Pharmer Engineering, August 2009 |

| Calculations | |
|--------------------------------|------|
| Equivalent Connection Capacity | 3568 |

*Utilizes Peak Equivalent Population

Appendix D: Wastewater Equivalent Connection Capacity Calculation

Ketchum Connection Fees
1318-175
By: SKS
Date: 10/18/19

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| Meter Size | 2019 Galena Calculations- Meter Capacity | | | 2011 JUB Water System Impact Fee Study | | | City of Hailey | | |
|------------|---|----------------------------|----------------------------|---|----------------------------|----------------------------|-----------------|----------------------------|----------------------------|
| | Scale Factor | Water Connection Fee | Sewer Connection Fee | Scale Factor | Water Connection Fee | Sewer Connection Fee | Scale Factor | Water Connection Fee | Sewer Connection Fee |
| 3/4" | N/A | N/A | N/A | N/A | N/A | N/A | 1 | \$ 4,431.90 | \$ 2,857.93 |
| 1" | 1 | \$ 3,975.00 | \$ 3,144.00 | 1 | \$ 3,975.00 | \$ 3,144.00 | 1.7 | \$ 7,534.23 | \$ 4,858.48 |
| 1.5" | 3.6 | \$ 14,310.00 | \$ 11,318.40 | 2.25 | \$ 8,943.75 | \$ 7,074.00 | 3.3 | \$ 14,625.27 | \$ 9,431.17 |
| 2" | 4.5 | \$ 17,887.50 | \$ 14,148.00 | 4 | \$ 15,900.00 | \$ 12,576.00 | 5.3 | \$ 23,489.07 | \$ 15,147.03 |
| 3" | 9.1 | \$ 35,775.00 | \$ 28,296.00 | 9 | \$ 35,775.00 | \$ 28,296.00 | 15 | \$ 66,478.50 | \$ 42,868.95 |
| 4" | 22.7 | \$ 90,232.50 | \$ 71,368.80 | 16 | \$ 63,600.00 | \$ 50,304.00 | 25 | \$ 110,797.50 | \$ 71,448.25 |
| 6" | 45.4 | \$ 180,465.00 | \$ 142,737.60 | 36 | \$ 143,100.00 | \$ 113,184.00 | 50 | \$ 221,595.00 | \$ 142,896.50 |

ORDINANCE NO. 1204

AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, AMENDING TITLE 13 OF THE KETCHUM MUNICIPAL CODE BY AMENDING SECTION 13.04.130: SEWER CONNECTION CHARGE AND AMENDING SECTION 13.08.150: FEES AND CHARGES

Whereas, the City of Ketchum is authorized to amend the Ketchum Municipal Code pursuant to Idaho Code 67-6511;

NOW THEREFORE BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF KETCHUM:

Section 1: AMENDMENTS TO SECTION 13.04.130: SEWER CONNECTION CHARGE, Sections A. 1, 2a, 2b, 3a, 3b, 4, and 5 and B 1, 2, 3, BE DELETED BE DELETED AND REPLACED WITH 13.04.130 A, B, C: That Title 13 of the Ketchum Municipal Code be amended to

Section 2: AMENDMENTS TO SECTION 13.08.150 FEES AND CHARGES, SECTION A 1,2,3,4, and 5 BE DELETED AND REPLACED WITH SECTION 13.08.150 A, B, AND C. That Title 13 of the Ketchum Municipal Code be amended to

Section 3: SAVINGS AND SERABILITY 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 4: REPEALER CLAUSE. All City of Ketchum Ordinances or parts thereof which are in conflict herewith are hereby repealed.

Section 5: PUBLICATION. This Ordinance, or a summary thereof in compliance with Section 50-901A, Idaho Code, substantially in the form annexed hereto as Exhibit C, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

Section 6: EFFECTIVE DATE. This Ordinance shall be in full force and effect 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 _____ 2019.

APPROVED BY the Mayor of the City of Ketchum, Idaho, this _____ day of _____ 2019.

APPROVED:

Neil Bradshaw, Mayor

ATTEST:

Robin Crotty, City Clerk

13.04.130: SEWER CONNECTION CHARGE

A. The owner or agent of any property connected to the Municipal water or wastewater system shall pay a water connection fee for the value of water service and a wastewater connection fee for the value of wastewater service. Such Fees shall be established by Resolution of the Ketchum City Council and shall be paid to the City on or before the issuance of a building permit.

B. All one-inch (1") water services shall be treated as one City standard base connection. All other size connections shall pay a connection fee based upon the size of the water service as determined by the City. The size of the water service shall be used as the determination of the wastewater connection fee.

C. Connection fees may be reduced to the cost of the meter at the discretion of the City Engineer or his or her designee.

13.08.150: FEES AND CHARGES

A. The owner or agent of any property connected to the Municipal water or wastewater system shall pay a water connection fee for the value of water service and a wastewater connection fee for the value of wastewater service. Such Fees shall be established by Resolution of the Ketchum City Council and shall be paid to the City on or before the issuance of a building permit.

B. All one-inch (1") water services shall be treated as one City standard base connection. All other size connections shall pay a connection fee based upon the size of the water service as determined by the City. The size of the water service shall be used as the determination of the wastewater connection fee.

C. Connection fees may be reduced to the cost of the meter at the discretion of the City Engineer or his or her designee.

13.04.130: SEWER CONNECTION CHARGE

A. The owner or agent of any property connected to the Municipal water or wastewater system shall pay a water connection fee for the value of water service and a wastewater connection fee for the value of wastewater service. Such Fees shall be established by Resolution of the Ketchum City Council and shall be paid to the City on or before the issuance of a building permit.

B. All one-inch (1") water services shall be treated as one City standard base connection. All other size connections shall pay a connection fee based upon the size of the water service as determined by the City. The size of the water service shall be used as the determination of the wastewater connection fee.

C. Connection fees may be reduced to the cost of the meter at the discretion of the City Engineer or his or her designee.

~~For all other properties that were not assessed under LID 1A, there will be sewer connection charges based on either an equivalent length of the property's frontage line, which is that line of the property contiguous with the city right of way from which the connection will be made, or the charge will be based on the property's area. If both methods of computation for a given property are applicable, the method that produces the greatest charge will be used.~~

~~A. 1. For property owners that must, at their own expense, extend the present public sewer in order to serve their property, the connection charge will be known as the trunk line connection charge and shall be two dollars fifty cents (\$2.50) per equivalent frontage foot, or if area is used, the charge will be \$0.0168 times the area in square feet.~~

~~2. The equivalent frontage will be measured as follows:~~

~~a. For property whose sides are defined by only two (2) parallel or concentric lines, the extension of which does not touch or intersect any other part of the property, the equivalent frontage will be the actual frontage in feet.~~

~~b. For property whose sides are defined by only two (2) nonparallel lines, the extension of which does not touch or intersect any other part of the property within one hundred fifty feet (150') of the frontage line, the equivalent frontage will be the average width of the property in feet to a maximum depth of one hundred fifty feet (150').~~

~~3. "Average width" may be defined as:~~

~~a. The length, in feet, of a line or lines between the two (2) side lines halfway between the front and back property lines and/or halfway between the front and the one hundred fifty foot (150') depth line, whichever is less in depth;~~

b. The length, in feet, of a line or lines between the two (2) side lines parallel or concentric to the frontage line and at half the average depth of the property and/or at the seventy five foot (75') depth, whichever is less in depth.

4. If both definitions of "average width" could be applied to the same property, that definition which gives the greatest length shall be used.

5. Should the sides of the property be defined by more than two (2) lines, then the charge based on area shall be used. The area based charge shall be the area in square feet of the property within one hundred fifty feet (150') of the frontage line.

B. 1. For properties that have an existing public sewer adjacent to their property without direct cost to them, there shall be an additional connection charge. These properties will pay the trunk line connection charge as called for in subsection A of this section and, in addition, shall pay a lateral line connection charge of five dollars (\$5.00) per equivalent frontage foot or \$0.0336 times the property area in square feet. The equivalent frontage and area to a maximum depth of one hundred fifty feet (150') as defined in subsection A of this section also applies for the lateral line connection charge. This lateral line connection charge does not apply to properties that have an existing public sewer adjacent to their property provided by the subdivider of the property.

2. The size of the public sewer located in front of or adjacent to the property proposed to be connected to the sewer shall have no bearing as regards to the fee fixed for sewer connections, such sewer being adjacent to or in front of such property, for the purposes of this section, considered a lateral sewer line.

3. No person or persons shall be permitted to connect to any sewer line, whether lateral or trunk line, without having first paid the charges for such connection to be determined on the basis of this section, and the city is directed to set up all necessary procedures for collecting the charges. The sewer connection charges shall be collected by the city prior to or at the time a permit is issued for connecting the property to the public sewer. (Ord. 819 § 13, 1999)

13.08.150: FEES AND CHARGES

A. The owner or agent of any property connected to the Municipal water or wastewater system shall pay a water connection fee for the value of water service and a wastewater connection fee for the value of wastewater service. Such Fees shall be established by Resolution of the Ketchum City Council and shall be paid to the City on or before the issuance of a building permit.

B. All one-inch (1") water services shall be treated as one City standard base connection. All other size connections shall pay a connection fee based upon the size of the water service as determined by the City. The size of the water service shall be used as the determination of the wastewater connection fee.

C. Connection fees may be reduced to the cost of the meter at the discretion of the City Engineer or his or her designee.

~~A. Water connection fees shall be established by resolution of the city council. The fees so established shall be sufficient to reimburse the city for all connection costs, including the cost of the meter. Each fee, unless otherwise provided in this chapter, shall be a fixed amount representing the average cost incurred for performing the service for which reimbursement is sought. The following fees shall be established:~~

~~1. Charge for furnishing and installing the meter and box and connection from the city water service line to the private water service line;~~

~~2. Charge for tapping the public water main and constructing a city water service line;~~

~~3. Charge for processing applications and inspecting the construction of a fire line;~~

~~4. In cases where residential and/or commercial units are served by a common water meter, the user charges shall be determined by applying the average unit water usage to the water user rate schedule times the number of units served, and not on a single unit user rate. All owners applying for a general connection or fire permit shall pay the respective application fee. When city personnel or personnel under contract with the city are required, as provided in this chapter, to construct the water service line or fire line, the owner shall also pay the respective line fee;~~

~~5. There shall be established fixed fees for standard size connections. If a larger than standard size connection is required, the owner shall pay the fixed fee for the largest standard size connection, plus the cost of the larger size connection to include the extra cost of any larger size meter. If any rock excavation is required, the owner shall pay the cost of such excavation in addition to any other fees or charges.~~



City of Ketchum

November 18, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Adopt Resolution 19-029 Adopting Fees and Fee Schedules for All City Departments

Recommendation and Summary

Staff is recommending the Council adopt Resolution 19-029 adopting a revised fee schedule for the City of Ketchum with the following motion:

"I move to adopt Resolution 19-029 adopting fees and fee schedules for all City departments."

The reasons for the recommendation are as follows:

- The City Council has conducted readings of Ordinance 1204 concerning water and wastewater connection fees and Resolution 19-029 enacts the recommended connection fees.
- Processing of recent development agreement applications have highlighted the need to adjust processing fees

Introduction and History

Fees charged by the City are established via a resolution of the City Council. Resolution 15-018 established the first citywide fee resolution for the City of Ketchum. The fee resolution has been periodically updated to add new fees or modify existing ones.

Analysis

The City Council has conducted readings of Ordinance 1204 concerning water and wastewater connection fees. The recommended fees, from table 3.4 in the October 18, 2019, Water and Wastewater Connection Fee report by Galena Engineers are included in Resolution 19-029.

Financial Impact

The connection fees included in Resolution 19-029 are anticipated to provide necessary funding to the utility funds and accurately recover the cost of new connections.

Attachments

- Attachment A: Resolution 19-029
- Attachment B: Redline of Fee Resolution

RESOLUTION NUMBER 19-029

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO AMENDING THE FEE SCHEDULE AND CHARGES FOR ALL CITY DEPARTMENTS AND ESTABLISHING POLICIES FOR COLLECTING FEES

WHEREAS, the City incurs administrative costs in processing applications, enforcing codes, administering regulations, maintaining facilities, monitoring project development, engaging the public, reviewing proposals, providing support, and conducting required inspections; and

WHEREAS, the Ketchum Municipal Code authorizes the establishment and adoption of fees to cover the administrative costs of reviewing applications for any service provided by the City of Ketchum; and

WHEREAS, each department within the City of Ketchum organization has quantified the costs of processing and administering each application specific to that department;

WHEREAS, the City of Ketchum adopted Resolution 15-018 establishing the first citywide fee resolution on August 24th, 2015; and

WHEREAS, the City Council approved changes to Resolution 15-018 at the May 2, 2016 Regular Meeting and directed staff to bring back a revised resolution for adoption at a Special Meeting of the City Council on May 5, 2016; and

WHEREAS, the City Council approved Resolution 16-006 at a Special Meeting of the City Council on May 5, 2016; and

WHEREAS, the City Council approved additional amendments to the fee resolution on June 6, 2016 and adopted Resolution 16-008; and

WHEREAS, the City Council approved additional amendments to the fee resolution on September 18, 2017, and adopted Resolution 17-011, thereby establishing the citywide fee resolution; and

WHEREAS, the City Council approved additional amendments to the fee resolution on April 16, 2018, and adopted Resolution 18-012, thereby establishing the citywide fee resolution; and

WHEREAS, the City Council approved additional amendments to the fee resolution on August 20, 2018, and adopted Resolution 18-020, thereby establishing the citywide fee resolution; and

WHEREAS, the City Council approved additional amendments to the fee resolution on December 3, 2018, and adopted Resolution 18-031, thereby establishing the citywide fee resolution; and

Resolution 19-029

WHEREAS, the City Council approved additional amendments to the fee resolution at a Regular meeting on October 21, 2019, and adopted Resolution 19-024, thereby establishing the citywide fee resolution; and

WHEREAS, the City Council considers additional amendments to the fee resolution at a Regular meeting on November 18, 2019, through Resolution 19-029.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the City Council of Ketchum, Idaho that the City Council hereby rescinds all existing fee schedules established and adopted prior to the date of this resolution in their entirety and establishes a comprehensive fee schedule for all city fees in the sections provided below in this resolution.

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Section 1: Planning and Building Department Fees

TABLE 1-A BUILDING PERMIT AND PLAN CHECK FEES

| TOTAL VALUATION ¹ | FEE |
|---|--|
| \$1.00 to \$500.00 | \$24.50 |
| \$501.00 to \$2,000.00 | \$24.50 for the first \$500.00 plus \$3.25 for each additional \$100.00, or fraction thereof, to and including \$2,000.00 |
| \$2,001.00 to \$25,000.00 | \$72.50 for the first \$2,000.00 plus \$14.50 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00 |
| \$25,001.00 to \$50,000.00 | \$409.50 for the first \$25,000.00 plus \$10.50 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00 |
| \$50,001.00 to \$100,000.00 | \$672.75 for the first \$50,000.00 plus \$7.50 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00 |
| \$100,001.00 to \$500,000.00 | \$1038.50 for the first \$100,000.00 plus \$5.75 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00 |
| \$500,001.00 to \$1,000,000.00 | \$3,379.25 for the first \$500,000.00 plus \$5.00 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00 |
| \$1,000,001.00 and up | \$5,861.00 for the first \$1,000,000.00 plus \$3.75 for each additional \$1,000.00, or fraction thereof |
| PLAN CHECK FEES | |
| Plan Check Fee: | .65% of Permit Fee |
| P&Z Plan Check Fee: | 70% of Plan Check Fee |
| Fire Department Plan Check Fee: | Same as P&Z Plan Check Fee |
| OTHER INSPECTIONS AND FEES: | |
| 1. Inspections outside of normal business hours | \$60 per hour ² (minimum charge--two hours) |
| 2. Re-inspection fees assessed under provisions of Section 109.7 | \$60 per hour ² |
| 3. Inspections for which no fee is specifically indicated | \$60 per hour ² (minimum charge--one-half hour) |
| 4. Additional and partial inspections above the minimum required by the building codes may be charged. | \$60 per hour ² (minimum charge--one hour) |
| 5. Additional plan review required by changes, additions or revisions to plans | \$60 per hour ² (minimum charge--one-half hour) |
| 6. Additional costs incurred by the City for security agreements and other similar processes (minimum charge) | \$100 ² |
| 7. For use of outside consultants for plan checking and inspections, or both | Actual costs ³ |
| 8. Penalty for commencement of work without a building permit | \$1,000 (in addition to stop work order and violation fees allowed for in Ketchum Municipal Code, Section 15.04.030) |
| 9. Deferred submittals, per each submittal | .25% of Plan review fee |
| 10. Temporary Certificate of Occupancy (non-refundable). | \$1,000 |
| 11. Alternative Energy System Installation | \$100 ⁴ |
| 11. Demolition Fee. | \$150 ⁵ |
| 12. Administrative Review Fee | \$190 per day |
| NOTES TO TABLE 1-A | |
| ¹ Building permit valuation shall include the total value of the work for which a permit is being issued, including materials and labor. The building official may require documentation of the building permit valuation as necessary to ensure correct valuation of the project. | |
| ² Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved. | |
| ³ Actual costs include administrative and overhead costs. | |
| ⁴ Fee covers one inspection. Additional inspections shall be charged at the rate identified in Other Inspections and Fees #4. | |
| ⁵ A security agreement equaling 150% of the estimated demolition cost is required for all demolition permits. | |

BUILDING PERMIT AND REVIEW FEE POLICIES

Administrative Review Fee. An administrative fee of \$190 per day shall be charged to the applicant of a building permit when all fees associated with a building permit are not paid within five (5) working days after the date of the issuance of a building permit. This fee shall commence on the sixth day after the Issuance of a Building Permit and shall be charged on all working days thereafter until all fees associated with the building permit are paid.

Expiration of an Inactive Building Permit. Except as otherwise described in 15.04 of the Ketchum Municipal Code, building permits that are not obtained by the applicant within 30 working days from the official date of the Issuance of a Building Permit shall be deemed null and void.

Fees for re-roofs. A full building permit fee and a ten (10) percent plan check fee shall be required for all re-roofing. No Fire Department plan check fee and no Planning Department plan check fee shall be required for re-roofing. However when a re-roof of other than a one- or two-family dwelling includes new structural elements that change the roof, including but not limited to the addition of cold roof sleepers, a full permit shall be required and all plan check fees shall be assessed.

Fee Refunds. The Building Official may authorize refunding of any fee paid hereunder which was erroneously paid or collected.

The Building Official is authorized to establish a refund policy but shall not authorize the refunding of more than eighty (80) percent of the permit fees or the various plan review fees. The applicant for a building permit must request a refund in writing on or before the one year anniversary of the date the application for a permit was completed.

Fees for repairs. Repairs of all elements for which a building permit is not specifically excluded shall require a permit. Fees for repair work shall be the full building permit fee based on the cost of the repair work and a ten (10) percent plan check fee. No Fire Department plan check fee and no Planning Department plan check fee shall be required for repairs.

Fire Department Review. Fire Department approval shall be obtained prior to obtaining a building permit. A plan check fee for the Fire Department review shall be in accordance with the Fire Department fee schedule as enacted by separate resolutions and ordinances but shall be assessed and collected by the Building Department at the time of application for a permit.

Incomplete construction documents. When submittal documents are incomplete or changed so as to require additional plan review or when the project involves deferred submittal items as defined in the International Building Code, Section 107 and the International Residential Code, Section 106, an additional plan review fee shall be charged at the rate shown in Table 1-A.

Issuance of a Building Permit. A building permit is issued when the Building Official, or their designee, signs and dates the Building Permit. All timelines and scheduling requirements begin on this date.

Payment of Fees. On application for a permit applicant shall pay one hundred (100) percent of all permit, plan check, fire plan check, and planning and zoning plan check fees. All other fees, including impact fees and any fees paid in-lieu of actual improvements or requirements shall be paid when the building permit is issued and no later than five (5) working days after the date of the Issuance of a Building Permit.

Penalty for Commencement of Work without a Building Permit. This penalty shall be assessed in addition to stop work order and violation fees allowed for in Ketchum Municipal Code, Section 15.04.030.

Commencement of Work is defined as, "Any excavation including the removal of top soil or any removal of trees or brush preparatory to excavation shall be defined as the commencement of work authorized by a permit."

Planning Department Review, Inspection and Fees. Planning Department approval shall be obtained prior to obtaining a building permit. Planning Department fee for plan check for building construction shall be seventy (70) percent of the Building Department plan review fee and shall be assessed and collected by the Building Department at the time of application for a permit.

Plan Review Fees. When submittal documents are required by the International Building Code, Section 105 and the International Residential Code, Section 105, a plan review fee shall be paid at the time of submitting the documents for plan review. Said plan review fee shall be sixty-five (65) percent of the building permit fee as shown in Table 1-A.

The plan review fees specified are separate fees from the permit fees specified in the International Building Code, Section 109.2 and the International Residential Code, Section 108.2 and are in addition to the permit fees.

Security Agreements. A security agreement, in the amount of one hundred fifty (150) percent of the value of the work in question, may be required prior to final building inspection in the event that said work cannot be completed due to temporary circumstances, such as cold temperatures and/or frozen ground. Granting of a security agreement is at the discretion of the City Council. A letter of credit may satisfy the requirement for a security agreement

Temporary Certificate of Occupancy. A Temporary Certificate of Occupancy shall be issued in rare circumstances and only for projects that meet all life safety and structural requirements as dictated by the family of international building codes, as applicable to the project. A Temporary Certificate of Occupancy shall be valid for no more than fourteen (14) days from the date of issuance, at which time the project must obtain a permanent Certificate of Occupancy or pay the fee for an additional Temporary Certificate of Occupancy.

Waiver of Fees as an Economic Development Incentive. Up to 25% of all Plan Review Fees, Planning Department Review Fees, and Fire Department Review Fees may be waived for any project that meets all criteria established by the Idaho Department of Commerce for the Tax Reimbursement Incentive program. Official documentation of approval of the project by the Idaho Department of Commerce must accompany any request to waive review fees. The Administrator shall approval all projects for a fee waiver that meet these criteria.

TABLE 1-B PLANNING & ZONING FEE SCHEDULE

| APPLICATION TYPE | FEE (\$) |
|--|---|
| DESIGN REVIEW | |
| Pre-application | \$1,100 |
| Single Family Residential Design Review | \$1,400 |
| Multi-Family Residential Design Review | \$1,800/first unit, \$350 each additional |
| Non-residential and Mixed Use Design Review | \$1,525 plus \$100 per 1,000 gross sq. ft. |
| Accessory Dwelling Unit Design Review | \$450 |
| Minor Modification Design Review - Administrative | \$250 |
| Hotel Pre-Application | \$0.10/sq. ft. |
| Hotel Design Review (not phased) | \$0.32/sq. ft. |
| Hotel Phasing Design Review | 2 Phase= 1: \$0.16/sq. ft. 2: \$0.16/sq. ft. |
| | 3 Phase= 1: \$0.11/sq ft 2: \$0.11/ft 3: \$0.10/ft |
| SUBDIVISION | |
| Land Subdivision: Preliminary Plat | \$1,300/lot |
| Condo/Townhouse Subdivision: Preliminary Plat | \$525/unit |
| Subdivision: Final Plat | \$375/lot or unit |
| PUD | \$4,300 first 4 units/lots, \$1500 each additional |
| Lot Line Shift | \$475 per altered lot |
| Vacation | \$1,615 |
| FLOODPLAIN DEVELOPMENT PERMITS | |
| Streambank Alteration and Emergency Streambank Alteration Permit | \$250 plus applicable consultant review expenses |
| Single Family Residential Floodplain Permit | \$1,400 |
| Multi-Family Residential Floodplain Permit | \$1,800/first unit, \$350 each additional |
| Non-residential and Mixed Use Floodplain Permit | \$1,525 plus \$100 per 1,000 gross sq. ft. |
| Minor Project Floodplain Permit - interior remodel, new structures/additions entirely outside of floodplain, landscape/riparian only | \$250 |
| OTHER PERMITS | |
| Sign | \$125 |
| Fence | \$100 |
| Day Care facility | \$300 |
| Conditional Uses (except Day Care Facilities) | \$1,100 |
| Variance | \$1,100 |
| Appeals | \$2,175 (+ cost of transcript if required) |
| Off-Site Vendor | \$525 (seasonal), \$750 (annual). An additional \$150 per month facility fee for vendors with no on-site public restroom. |
| Grading | \$125 |
| Hotel PUD | \$0.48/sq. ft. |
| Snow Storage Permit – Neighborhood | \$75 |
| Snow Storage Permit – Commercial | \$125 |
| Snow Storage Permit – Conditional Use Permit | \$250 |
| CHANGES/AMENDMENTS/WCF'S | |
| Comprehensive Plan Change | \$1,925 |
| Zoning Code Revision | \$1,925 |
| Zone Change Request | \$1,925 |

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| | |
|--|---|
| WCF Master Plan/WCF Permit/Staff approval | \$525/\$525/\$225 |
| <u>Development Agreements and Amendments</u> | <u>\$2,900 Applicant shall pay all additional processing expenses that exceed \$2,900</u> |
| <u>Development Agreement Rezone</u> | <u>\$2,900, subject to development agreement</u> |
| <u>Development Agreement (non-rezone)</u> | <u>\$1,900, subject to development agreement</u> |
| Residential Annexation | \$5,688 per unit, subject to annexation agreement |
| Commercial Annexation | \$12,655 per 1000 square feet, subject to annexation agreement |
| <u>Amendment to Development Agreement</u> | <u>\$750</u> |
| Miscellaneous Fees and Changes | |
| <u>Additional Noticing, Hearing, and Staff Review Fees</u> | <u>100% of actual costs incurred by City</u> |
| Consultant Review Fee | 100% of actual costs incurred by City |
| Community Housing In-lieu Fee | \$238 per square foot |
| Parking In-lieu Fee | \$38,500 per parking space |

C. IMPACT FEES

| TABLE 1-C.1 DEVELOPMENT IMPACT FEES | | | | |
|-------------------------------------|-----------|---------|-----------|-----------|
| | Fire | Parks | Police | Streets |
| Single Family | \$2,092 | \$,1047 | \$104 | \$4,492 |
| Multi Family/unit | \$1,616 | \$809 | \$80 | \$3,471 |
| Commercial | \$.454/sf | \$0 | \$.022/sf | \$.968/sf |

| TABLE 1 C.2 WATER IMPACT FEES | |
|-------------------------------|------------|
| | Impact Fee |
| 1" Standard Meter | \$3,015 |
| 1.5" Standard Meter | \$6,783 |
| 1.5" Turbo Meter | \$6,783 |
| 2" Standard Meter | \$12,059 |
| 2" Turbo Meter | \$12,059 |
| 2" Compound Meter | \$12,059 |
| 3" Standard Meter | \$27,133 |
| 4" Standard Meter | \$48,236 |

| TABLE 1-C.3 SEWER IMPACT FEES | |
|--------------------------------------|-----------------------------------|
| | <u>Equivalent Connection Unit</u> |
| Single-Family | \$3,205 |
| Studio, Condo, Duplex | \$1,602 |
| 1-Bed Studio, Condo, Duplex | \$2,403 |
| 2-Bed Studio, Condo, Duplex | \$3,205 |
| 3-Bed Studio, Condo, Duplex | \$4,006 |
| Hotel Room | \$1,602 |
| Bar or Restaurant | \$8.01/sf |
| Office, Retail, Lt. Ind. | \$1.60/sf |
| Warehouse | \$-.27/sf |

Section 2: Fire Department Fees

| TABLE 2-A CITY OF KETCHUM FIRE DEPARTMENT FEE SCHEDULE | |
|--|--|
| <u>Permits Required Under the 2012 International Fire Code Section 105</u> | |
| a.1. | <p>Automatic fire alarm system. Plan checks, inspections and acceptance testing of required fire alarm systems.</p> <p>Permit Plan Check Fee: \$55.00 per hour Inspections and Testing Fee: \$55.00 per hour</p> |
| a.2. | <p>Automatic fire sprinkler system. Plan checks, inspections and acceptance testing of required fire sprinkler systems.</p> <p>Permit Plan Check Fee: \$75.00 per riser plus \$.50 per head Inspections and Testing Fee: \$55.00 per hour</p> |
| c.1 | <p>Carnivals and Fairs. An operational permit is required to conduct a carnival or fair.</p> <p>Permit Fee: \$75.00</p> |
| c.2. | <p>Compressed gases. An operational permit is required for the storage, use or handling at normal temperature and pressure (NTP) of compressed gases in excess of the amounts listed in Table 105.6.8.</p> <p><u>Exception:</u> Vehicles equipped for and using compressed gas as a fuel for propelling the vehicle.</p> <p>Permit Fee: \$75.00</p> |
| c.3. | <p>Consultants Fees. Fees for use of outside consultants for plan checking and inspections, or both.</p> <p>Fee: Actual Costs Charged by Consultants per Project Review</p> |
| c.4. | <p>Cryogenic fluids. An operational permit is required to produce, store, transport on site, use, handle or dispense cryogenic fluids in excess of the amounts listed in Table 105.6.10.</p> <p><u>Exception:</u> Permits are not required for vehicles equipped for and using cryogenic fluids as a fuel for propelling the vehicle or for refrigerating the lading.</p> <p>Permit Fee: \$50.00</p> |
| c.5. | <p>Daycare Inspection.</p> <p>Inspection Fee: \$25.00</p> |
| e.1. | <p>Emergency responder radio coverage system. A construction permit is required to install or modify an emergency responder radio coverage system and related equipment.</p> <p>Permit Plan Review Fee: \$500.00 Inspection and Testing Fee: \$55/hour</p> |
| e.2. | <p>Explosives or blasting agents. An operational permit is required for the manufacture, storage, handling, sale or use of any quantity of explosives or explosive materials.</p> <p>Permit Fee: \$100.00</p> |
| f. 1. | <p>Fire clearance permits. Fire clearance permits issued by the fire department for uses such as Nursery Schools, Day Care Centers and Foster Homes.</p> <p>Permit Fee: \$25.00</p> |
| f.2. | <p>Flammable or combustible liquids.</p> <p>An operational permit is required per Section 105.6.16.</p> <p>Permit Fee: \$100.00</p> |

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| | |
|------|---|
| h.l. | Hazardous Materials. An operational permit is required to store, transport on site, dispense, use or handle hazardous materials in excess of the amounts listed in Table 105.6.20. Permit Fee: \$100.00 |
| h.2. | Hood and duct. An operational permit is required for inspection and acceptance testing of hood and duct systems. Permit Fee: \$50.0 |
| L.1. | Liquefied petroleum gases. An operational permit is required for: Storage and use of LP-gas. <u>Exception:</u> A permit is not required for individual containers with a 500-gallon (1893 L) water capacity or less serving occupancies in Group R-3. Permit Fee: \$75.00 |
| o.l. | Oil or fuel tank removal. A construction permit is required: 1. To repair or modify a pipeline for the transportation of flammable or combustible liquids. 2. To install, construct or alter tank vehicles, equipment, tanks, plants, terminals, wells, fuel-dispensing stations, refineries, distilleries and similar facilities where flammable and combustible liquids are produced, processed, transported, stored, dispensed or used. 3. To install, alter, remove, abandon or otherwise dispose of a flammable or combustible liquid tank. Permit Fee: \$100.00 |
| o.2. | Open burning. An operational permit is required for the kindling or maintaining of an open fire or a fire on any public street, alley, road, or other public or private ground. Instructions and stipulations of the permit shall be adhered to. Exception: Recreational fires. Permit Fee: \$50.00 |
| p.1. | Plan check fees: Fee for initial plan check for building construction. Permit Fee: 70% of Department of Building Safety plan check fee. Fee for any additional checks of revised plans for building construction. Permit Fee: 70% of Department of Building Safety plan a cheek fee. |
| p.2. | Pyrotechnical special effects material. An operational permit is required for use and handling of pyrotechnic special effects material. Permit Fee \$100.00 |
| s.l. | Solar photovoltaic power system. A construction permit is required to install or modify solar photovoltaic power systems. Permit Fee: \$50 |
| s.2. | Spraying or dipping. An operational permit is required to conduct a spraying or dipping operation utilizing flammable or combustible liquids or the application of combustible powders regulated by Chapter 24. Permit Fee: \$100.00 |
| t.1. | Tents, canopies and temporary membrane structures. An operational permit is required to operate an air-supported temporary membrane structure, canopy or tent having an area in excess of 400 square feet (37m). Exception: Tents used exclusively for recreational camping purposes and fabric canopies open on all sides, which comply with the items listed in Section 105.6.43 of the 2012 International Fire Code. Permit Fee: \$40.00 |
| u.l. | Use of apparatus. Use of fire department apparatus or personnel, one (1) hour minimum. Time is from station door to station door. Personnel: \$55.00 per hour Ambulance Staffed with 2 EMTs: \$145.00 per hour Fire Engine Staffed with 3 Firefighters: \$175.00 per hour Staff Vehicle Staffed with 1 Firefighter or EMT: \$100.00 per hour |

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Section 3: Parks, Events, and Recreation Department Fees

Table 3A – Youth After School Program Fees (payment plans and scholarships available)

| | |
|------------------------------------|--|
| Full season (school year) | \$630.00 |
| Per month | \$88.00 |
| Per day | \$12.00 |
| Out-of-school and extra activities | range is \$35.00-\$55.00; cost is activity dependent |
| Additional after school activities | \$36.00 rec member/\$68.00 non-member |

Table 3B – Summer Youth Recreation Program (payment plans and scholarships available)

| | |
|--|----------------------------|
| Full summer (ten weeks M-Th) | \$920.00 |
| One session (five weeks M-Th) | \$460.00 |
| Per day (drop-in) | \$36.00 |
| Friday Adventures (requires individual registration) | Cost is activity dependent |

Table 3C – Park Reservations

| ½ day rate (up to 4 hours) | Full day rate (up to 8 hours) |
|---------------------------------------|-------------------------------|
| 100 people or fewer: \$80.00 | 100 people or fewer: \$140.00 |
| 101 people or more: \$140.00 | 101 people or more: \$275.00 |
| Refundable Security Deposit: \$250.00 | |

Table 3D – Atkinson Park athletic fields, Recreation Center

| | |
|--------------------------------|---|
| Athletic fields and facilities | \$65 per two hours; additional fees may apply |
| Recreation Center | \$50 per hour plus \$150 security deposit |

Table 3E – Organized Sports Leagues/Commercial Use Permit*

| | |
|-----------------------|--|
| All public park areas | Fees are determined by staff according to current Park Reservations, athletic field, and Recreation Center fee schedules |
|-----------------------|--|

*Commercial uses when organizer charges an admission or participation fee

Table 3F – Special Events*

| | |
|--|---|
| Street Party Application Fee | \$100.00 |
| Block Party Application Fee | \$50.00 |
| Category A – application fee | \$100.00 |
| Category B – application fee | \$200.00 |
| Category C – application fee | \$600.00 |
| Facility Fee | \$150.00 per day |
| Music License Fee | \$10 per day |
| Amplified Sound Permit | Free with approved permit associated with a Special Event |
| Street Closure for Designated Event Location | \$100.00 |
| Street Closure for Non-Designated Event Location | \$500.00 |
| Refundable Security Deposit | \$250.00 |

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*Additional departmental fees may apply and are assessed following the event

Table 3G – Film Permit*

| | |
|---|----------------------|
| Application Fee (waived for student projects) | \$200.00 per project |
| Motion: City Property including rights-of-way | \$400.00 per day |
| Still: City Property including rights-of-way | \$200.00 per day |

* Additional departmental fees may apply and are assessed following the event

Table 3H – Memorials and donations

| | |
|--|---|
| Benches, trees, tables, property, etc. | All memorials are cost-specific and determined by Department Director or designee |
|--|---|

Table 3I – Tree Services

| | |
|--|----------------------|
| Tree Removal Permit (allows contractor to remove a public tree upon outside request with permission) | \$50 per occurrence |
| Tree Permit (allows contractor to perform work on public trees with permission) | \$50 per fiscal year |

PARKS & RECREATION DEPARTMENT FEE POLICIES

Liability Waiver and Insurance Requirements. Where applicable, all participants are required to sign a liability indemnification statement and provide proof of insurance.

Youth Program Photo Release. Parent or legal guardian of youth program participants are required to sign a photo release stating: Unless I decline in writing I also authorize the City of Ketchum, and/or parties designated by the City of Ketchum, to use my child’s photo for the reproduction in any manner the City of Ketchum desires, for advertising, display, audiovisual exhibition or editorial use.

Refunds. No cash refunds are given. Refunds and over payments will be credited to participants with a gift certificate for future program use. Gift certificates are valid for one (1) year from the date of issuance toward any Ketchum Parks & Recreation Department program or service. Gift certificates are non-transferable. This policy applies to all programs and services offered by the Parks & Recreation Department.

All other policies are determined by current Ordinance or Resolution language. Registration and/or approved permits are required for all activities listed above.

Section 4: Public Works Department Fees

| TABLE 4-A STREET DIVISION FEES | |
|--|-------|
| Banner Install/Remove | \$175 |
| Right of Way Improvement/Encroachment Permit * | \$50 |
| Right of Way Use Permit | \$20 |
| Barricade Rental | \$20 |

* To the extent that outside agencies charge fees to record documents, such fees will be passed onto the applicant.

| TABLE 4-B WATER DIVISION FEES | |
|--|---|
| Water Connection Fee – 1" Water Meter | \$500 |
| Water Connection Fee – 1.5" R2 Water Meter | \$840 |
| Water Connection Fee – 1.5" C2 Water Meter | \$1,156 |
| Water Connection Fee – 2" R2 Water Meter | \$1060 |
| Water Connection Fee – 2" C2 Water Meter | \$1,635 |
| Water Connection Fee – 3" Water Meter + up | Meter cost + \$40; check with Water Division for current meter costs |
| City water tap and corporation stop installation | In addition to connection fees above in table 4-D |
| 1" tap | \$203 |
| 1 ½" tap | \$220 |
| 2" tap | \$247 |
| Non-Standard Connection Fee | Time and material cost to city |
| Water Meter Vaults | \$1,035 |
| Fire Line Permit Fee | \$241 |
| Turn-On Fee | \$14.47 |
| Turn-Off Fee | \$14.47 |
| Water User Charges – Metered Users | |
| Base charge | \$13.22 per month (residential or commercial) |
| <u>Gallons Supplied</u> | Additional Charge per 1,000 gallons |
| 1,000 – 8,000 | \$1.05 |
| 8,001 – 65,000 | \$2.10 |
| 65,001 – 120,000 | \$4.22 |
| >120,000 | \$6.34 |
| Water User Charges – Non-Metered Users | |
| <u>Residential Flat Rate</u> | |
| First five (5) cold water taps or less | \$22.77 per month/unit |
| Each additional cold water tap | \$2.11 per month/unit |
| Irrigation and sprinkling per each 1,000 square feet of lot area | \$0.78 per month/ unit |
| <u>Commercial Flat Rate</u> | |
| First five (5) cold water taps or less | \$34.95 per month/unit |
| Each additional cold water tap | \$2.91 per month/unit |
| Irrigation and sprinkling per each 1,000 square feet of lot area | \$0.78 per month/unit |
| Fire User Charge | |
| <u>Connection Size</u> | |
| 2" | \$7.83 per month |
| 4" | \$15.92 per month |
| 6" | \$31.99 per month |
| 8" | \$47.29 per month |

| | |
|----------------------------|--------------------------|
| 10" | \$64.02 per month |
| 12" | \$79.23 per month |
| Tank Truck Fill Fee | Fee determined by amount |
| Use of Fire Hydrant Charge | \$15.18 per day |

| TABLE 4-C WASTEWATER DIVISION FEES | | |
|------------------------------------|---|----------------|
| Service Inspection Fee | | \$40 |
| Sewer User Charges | | |
| Service No. | Classification | Rate Per Month |
| 11 | Single family home | \$ 35.55 |
| 12 | Multiple living unit | \$ 35.55 |
| 13 | Motel / hotel (first unit) | \$ 35.55 |
| 15 | Office building / 1,500 square feet | \$ 35.55 |
| 16 | Retail sales / 3,000 square feet | \$ 35.55 |
| 17 | Restaurant / cafe per seat with or without a trap | \$ 3.51 |
| 20 | Retail food / 1,500 square feet | \$ 35.55 |
| 21 | Barber shop / per chair | \$ 17.76 |
| 22 | Beauty salon / per operator | \$ 35.55 |
| 26 | Dry cleaners | \$ 71.07 |
| 27 | Garage / mechanical per 1,500 square feet | \$ 71.07 |
| 28 | Laundries | \$ 142.16 |
| 29 | Bank | \$ 71.07 |
| 30 | School / per 50 students | \$ 35.55 |
| 31 | Swimming pool / private / 500 square feet | \$ 8.84 |
| 32 | Beer, wine, liquor | \$ 71.07 |
| 33 | Theater / per screen | \$ 71.07 |
| 35 | Nursery school | \$ 71.07 |
| 36 | Church | \$ 71.07 |
| 37 | Lodge / private / 3,000 square feet | \$ 71.07 |
| 39 | Dentist / doctor/ per medical doctor | \$ 38.26 |
| 40 | Car wash with recycle | \$ 38.26 |
| 41 | Hospital / per bed | \$ 7.09 |
| 42 | Bowling alley / per lane | \$ 14.20 |
| 43 | Car wash without recycle / per bay | \$ 71.07 |
| 44 | Commercial / 3,000 square feet | \$ 35.55 |
| 45 | Photo development lab | \$ 71.07 |
| 46 | Gas station with public restrooms | \$ 71.07 |
| 47 | Warehouse / 6,000 square feet | \$ 35.55 |
| 48 | Swimming pool / public / 500 square feet | \$ 26.62 |
| 54 | Motel / hotel unit without cooking | \$ 8.84 |
| 55 | Motel hotel, with cooking | \$ 17.76 |
| 56 | Senior family living home | \$ 17.76 |
| Returned Check Charge | | \$10 |

Table 4-D Water and Wastewater Connection Fees

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Resolution 19-029

| <u>Meter Size</u> | <u>Base Connection Fee Scale Factor</u> | <u>Water Connection Fee</u> | <u>Wastewater Connection Fee</u> |
|--|---|-----------------------------|----------------------------------|
| <u>1"</u> | <u>1.00</u> | <u>\$3,816.00</u> | <u>\$2,921.00</u> |
| <u>1.5"</u> | <u>2.25</u> | <u>\$8,586.00</u> | <u>\$6,572.25</u> |
| <u>2"</u> | <u>4.00</u> | <u>\$15,264.00</u> | <u>\$11,684.00</u> |
| <u>3"</u> | <u>9.00</u> | <u>\$34,344.00</u> | <u>\$26,289.00</u> |
| <u>4"</u> | <u>16.00</u> | <u>\$61,056.00</u> | <u>\$46,736.00</u> |
| <u>6"</u> | <u>36.00</u> | <u>\$137,376.00</u> | <u>\$105,156.00</u> |
| <u>* Connection Fees are pursuant to October 18, 2019, Galena Engineering Report</u> | | | |

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Section 5: Administrative/City Clerk Fees

| TABLE 5-A BUSINESS LICENSE AND TAX FEES | | |
|--|--|---|
| Business License | Fee \$50.00 | <p>Late Fee Charge \$10.00 for business license application received after the deadline.</p> <p>Waiver of Business License Fee The fee for a business license may be waived for three years for any business that meets the criteria for the Tax Reimbursement Incentive program as defined and administered by the Idaho Department of Commerce. Official documentation from the Idaho Department of Commerce approving the business for the TRI program shall accompany the request to waive the business license fee. The City Clerk shall waive the fee for all project that meet these criteria.</p> |
| City Local Option Tax | No Fee - Tax Collected per Municipal Code Title 3, Chapter 12. Credit card processing fees will be charged at the rate assessed by the vendor. | After Due Date: Penalty - The greater of 5% of Tax Due or \$10.00 Plus 1% Interest Per Month on Tax Due |
| Catering Permit | \$20.00 per day or as determined by Idaho Code 23-934A | |

TABLE 5-B ADMINISTRATIVE SERVICES FEES

Copying Fee Schedule

| | |
|------------------------------------|-----------------------|
| Cost per copy (in-house) | |
| <u>Black & White</u> | <u>Color</u> |
| \$.06/page: 8.5"x11" Single-sided | \$.65/page: 8.5"x11" |
| \$.06/page: 8.5"x14" Single-sided | \$.65/page: 8.5"x14" |
| \$.11/page: 8.5"x11" Double-sided | |
| \$.11/page: 8.5"x14" Double-sided | |
| \$.15/page: 11"x17" Single-sided | \$.85/page: 11"x17" |
| \$.29/page: 11"x17" Double-sided | |

Cost for third party (out-of-house) copies for oversized materials which cannot be copied by the City of Ketchum:

| | |
|-----------|--------------|
| 24" X 36" | \$ 3.30/page |
| 22" X 34" | \$ 3.00/page |

Pursuant to Idaho Code §74-102(10) the Labor Rates referenced below will apply under the following conditions:

- If the request is more than one hundred (100) pages of paper records; or
- The request includes records from which nonpublic information must be deleted; or
- The actual labor associated with locating and copying documents for a request that exceeds two (2) person hours

LABOR RATES

| | |
|------------------------|--|
| City Administrator | Current Salary divided by 2,080 hours per year |
| Department Head | Current Salary divided by 2,080 hours per year |
| Assistant or Associate | Current Salary divided by 2,080 hours per year |
| City Clerk | Current Salary divided by 2,080 hours per year |
| Network Consultant | Current Hourly Rate |

OTHER CHARGES

For providing a duplicate of a computer tape, computer disk, microfilm or similar or analogous record system containing public record information, the City of Ketchum shall charge a fee uniform to all persons that does not exceed the sum of the following:

- The City of Ketchum's direct cost of copying the information in that form, including labor at hourly rates specified above, overhead at rate specified above and cost of materials;
- The standard cost, if any, for selling the same information in the form of a publication;
- The cost of consultant services to research and copy public records request.

Payment of the applicable charges shall be made prior to the commencement of research or copying based upon the City Clerk's estimated cost for meeting the public records request.

This Resolution will be in full force and effect upon its adoption this 18th day of November, 2019.

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CITY OF KETCHUM

Neil Bradshaw, Mayor

ATTEST:

Robin Crotty
City Clerk

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RESOLUTION NUMBER 19-029

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO AMENDING THE FEE SCHEDULE AND CHARGES FOR ALL CITY DEPARTMENTS AND ESTABLISHING POLICIES FOR COLLECTING FEES

WHEREAS, the City incurs administrative costs in processing applications, enforcing codes, administering regulations, maintaining facilities, monitoring project development, engaging the public, reviewing proposals, providing support, and conducting required inspections; and

WHEREAS, the Ketchum Municipal Code authorizes the establishment and adoption of fees to cover the administrative costs of reviewing applications for any service provided by the City of Ketchum; and

WHEREAS, each department within the City of Ketchum organization has quantified the costs of processing and administering each application specific to that department;

WHEREAS, the City of Ketchum adopted Resolution 15-018 establishing the first citywide fee resolution on August 24th, 2015; and

WHEREAS, the City Council approved changes to Resolution 15-018 at the May 2, 2016 Regular Meeting and directed staff to bring back a revised resolution for adoption at a Special Meeting of the City Council on May 5, 2016; and

WHEREAS, the City Council approved Resolution 16-006 at a Special Meeting of the City Council on May 5, 2016; and

WHEREAS, the City Council approved additional amendments to the fee resolution on June 6, 2016 and adopted Resolution 16-008; and

WHEREAS, the City Council approved additional amendments to the fee resolution on September 18, 2017, and adopted Resolution 17-011, thereby establishing the citywide fee resolution; and

WHEREAS, the City Council approved additional amendments to the fee resolution on April 16, 2018, and adopted Resolution 18-012, thereby establishing the citywide fee resolution; and

WHEREAS, the City Council approved additional amendments to the fee resolution on August 20, 2018, and adopted Resolution 18-020, thereby establishing the citywide fee resolution; and

WHEREAS, the City Council approved additional amendments to the fee resolution on December 3, 2018, and adopted Resolution 18-031, thereby establishing the citywide fee resolution; and

WHEREAS, the City Council approved additional amendments to the fee resolution at a Regular meeting on October 21, 2019, and adopted Resolution 19-024, thereby establishing the citywide fee resolution; and

WHEREAS, the City Council considers additional amendments to the fee resolution at a Regular meeting on November 18, 2019, through Resolution 19-029.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the City Council of Ketchum, Idaho that the City Council hereby rescinds all existing fee schedules established and adopted prior to the date of this resolution in their entirety and establishes a comprehensive fee schedule for all city fees in the sections provided below in this resolution.

Section 1: Planning and Building Department Fees

TABLE 1-A BUILDING PERMIT AND PLAN CHECK FEES

| TOTAL VALUATION¹ | FEE |
|---|--|
| \$1.00 to \$500.00 | \$24.50 |
| \$501.00 to \$2,000.00 | \$24.50 for the first \$500.00 plus \$3.25 for each additional \$100.00, or fraction thereof, to and including \$2,000.00 |
| \$2,001.00 to \$25,000.00 | \$72.50 for the first \$2,000.00 plus \$14.50 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00 |
| \$25,001.00 to \$50,000.00 | \$409.50 for the first \$25,000.00 plus \$10.50 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00 |
| \$50,001.00 to \$100,000.00 | \$672.75 for the first \$50,000.00 plus \$7.50 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00 |
| \$100,001.00 to \$500,000.00 | \$1038.50 for the first \$100,000.00 plus \$5.75 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00 |
| \$500,001.00 to \$1,000,000.00 | \$3,379.25 for the first \$500,000.00 plus \$5.00 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00 |
| \$1,000,001.00 and up | \$5,861.00 for the first \$1,000,000.00 plus \$3.75 for each additional \$1,000.00, or fraction thereof |
| PLAN CHECK FEES | |
| Plan Check Fee: | .65% of Permit Fee |
| P&Z Plan Check Fee: | 70% of Plan Check Fee |
| Fire Department Plan Check Fee: | Same as P&Z Plan Check Fee |
| OTHER INSPECTIONS AND FEES: | |
| 1. Inspections outside of normal business hours | \$60 per hour ² (minimum charge--two hours) |
| 2. Re-inspection fees assessed under provisions of Section 109.7 | \$60 per hour ² |
| 3. Inspections for which no fee is specifically indicated | \$60 per hour ² (minimum charge--one-half hour) |
| 4. Additional and partial inspections above the minimum required by the building codes may be charged. | \$60 per hour ² (minimum charge—one hour) |
| 5. Additional plan review required by changes, additions or revisions to plans | \$.60 per hour ² (minimum charge--one-half hour) |
| 6. Additional costs incurred by the City for security agreements and other similar processes (minimum charge) | \$100 ² |
| 7. For use of outside consultants for plan checking and inspections, or both | Actual costs ³ |
| 8. Penalty for commencement of work without a building permit | \$1,000 (in addition to stop work order and violation fees allowed for in Ketchum Municipal Code, Section 15.04.030) |
| 9. Deferred submittals, per each submittal | .25% of Plan review fee |
| 10. Temporary Certificate of Occupancy (non-refundable). | \$1,000 |
| 11. Alternative Energy System Installation | \$100 ⁴ |
| 11. Demolition Fee. | \$150 ⁵ |
| 12. Administrative Review Fee | \$.190 per day |
| NOTES TO TABLE 1-A | |
| ¹ Building permit valuation shall include the total value of the work for which a permit is being issued, including materials and labor. The building official may require documentation of the building permit valuation as necessary to ensure correct valuation of the project. | |
| ² Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved. | |
| ³ Actual costs include administrative and overhead costs. | |
| ⁴ Fee covers one inspection. Additional inspections shall be charged at the rate identified in Other Inspections and Fees #4. | |
| ⁵ A security agreement equaling 150% of the estimated demolition cost is required for all demolition permits. | |

BUILDING PERMIT AND REVIEW FEE POLICIES

Administrative Review Fee. An administrative fee of \$190 per day shall be charged to the applicant of a building permit when all fees associated with a building permit are not paid within five (5) working days after the date of the issuance of a building permit. This fee shall commence on the sixth day after the Issuance of a Building Permit and shall be charged on all working days thereafter until all fees associated with the building permit are paid.

Expiration of an Inactive Building Permit. Except as otherwise described in 15.04 of the Ketchum Municipal Code, building permits that are not obtained by the applicant within 30 working days from the official date of the Issuance of a Building Permit shall be deemed null and void.

Fees for re-roofs. A full building permit fee and a ten (10) percent plan check fee shall be required for all re-roofing. No Fire Department plan check fee and no Planning Department plan check fee shall be required for re-roofing. However when a re-roof of other than a one- or two-family dwelling includes new structural elements that change the roof, including but not limited to the addition of cold roof sleepers, a full permit shall be required and all plan check fees shall be assessed.

Fee Refunds. The Building Official may authorize refunding of any fee paid hereunder which was erroneously paid or collected.

The Building Official is authorized to establish a refund policy but shall not authorize the refunding of more than eighty (80) percent of the permit fees or the various plan review fees. The applicant for a building permit must request a refund in writing on or before the one year anniversary of the date the application for a permit was completed.

Fees for repairs. Repairs of all elements for which a building permit is not specifically excluded shall require a permit. Fees for repair work shall be the full building permit fee based on the cost of the repair work and a ten (10) percent plan check fee. No Fire Department plan check fee and no Planning Department plan check fee shall be required for repairs.

Fire Department Review. Fire Department approval shall be obtained prior to obtaining a building permit. A plan check fee for the Fire Department review shall be in accordance with the Fire Department fee schedule as enacted by separate resolutions and ordinances but shall be assessed and collected by the Building Department at the time of application for a permit.

Incomplete construction documents. When submittal documents are incomplete or changed so as to require additional plan review or when the project involves deferred submittal items as defined in the International Building Code, Section 107 and the International Residential Code, Section 106, an additional plan review fee shall be charged at the rate shown in Table 1-A.

Issuance of a Building Permit. A building permit is issued when the Building Official, or their designee, signs and dates the Building Permit. All timelines and scheduling requirements begin on this date.

Payment of Fees. On application for a permit applicant shall pay one hundred (100) percent of all permit, plan check, fire plan check, and planning and zoning plan check fees. All other fees, including impact fees and any fees paid in-lieu of actual improvements or requirements shall be paid when the building permit is issued and no later than five (5) working days after the date of the Issuance of a Building Permit.

Penalty for Commencement of Work without a Building Permit. This penalty shall be assessed in in addition to stop work order and violation fees allowed for in Ketchum Municipal Code, Section 15.04.030.

Commencement of Work is defined as, "Any excavation including the removal of top soil or any removal of trees or brush preparatory to excavation shall be defined as the commencement of work authorized by a permit."

Planning Department Review, Inspection and Fees. Planning Department approval shall be obtained prior to obtaining a building permit. Planning Department fee for plan check for building construction shall be seventy (70) percent of the Building Department plan review fee and shall be assessed and collected by the Building Department at the time of application for a permit.

Plan Review Fees. When submittal documents are required by the International Building Code, Section 105 and the International Residential Code, Section 105, a plan review fee shall be paid at the time of submitting the documents for plan review. Said plan review fee shall be sixty-five (65) percent of the building permit fee as shown in Table 1-A.

The plan review fees specified are separate fees from the permit fees specified in the International Building Code, Section 109.2 and the International Residential Code, Section 108.2 and are in addition to the permit fees.

Security Agreements. A security agreement, in the amount of one hundred fifty (150) percent of the value of the work in question, may be required prior to final building inspection in the event that said work cannot be completed due to temporary circumstances, such as cold temperatures and/or frozen ground. Granting of a security agreement is at the discretion of the City Council. A letter of credit may satisfy the requirement for a security agreement

Temporary Certificate of Occupancy. A Temporary Certificate of Occupancy shall be issued in rare circumstances and only for projects that meet all life safety and structural requirements as dictated by the family of international building codes, as applicable to the project. A Temporary Certificate of Occupancy shall be valid for no more than fourteen (14) days from the date of issuance, at which time the project must obtain a permanent Certificate of Occupancy or pay the fee for an additional Temporary Certificate of Occupancy.

Waiver of Fees as an Economic Development Incentive. Up to 25% of all Plan Review Fees, Planning Department Review Fees, and Fire Department Review Fees may be waived for any project that meets all criteria established by the Idaho Department of Commerce for the Tax Reimbursement Incentive program. Official documentation of approval of the project by the Idaho Department of Commerce must accompany any request to waive review fees. The Administrator shall approval all projects for a fee waiver that meet these criteria.

| TABLE 1-B PLANNING & ZONING FEE SCHEDULE | |
|--|---|
| APPLICATION TYPE | FEE (\$) |
| DESIGN REVIEW | |
| Pre-application | \$1,100 |
| Single Family Residential Design Review | \$1,400 |
| Multi-Family Residential Design Review | \$1,800/first unit, \$350 each additional |
| Non-residential and Mixed Use Design Review | \$1,525 plus \$100 per 1,000 gross sq. ft. |
| Accessory Dwelling Unit Design Review | \$450 |
| Minor Modification Design Review - Administrative | \$250 |
| Hotel Pre-Application | \$0.10/sq. ft. |
| Hotel Design Review (not phased) | \$0.32/sq. ft. |
| Hotel Phasing Design Review | 2 Phase= 1: \$0.16/sq. ft. 2: \$0.16/sq. ft. |
| | 3 Phase= 1: \$0.11/sq ft 2: \$0.11/ft 3: \$0.10/ft |
| SUBDIVISION | |
| Land Subdivision: Preliminary Plat | \$1,300/lot |
| Condo/Townhouse Subdivision: Preliminary Plat | \$525/unit |
| Subdivision: Final Plat | \$375/lot or unit |
| PUD | \$4,300 first 4 units/lots, \$1500 each additional |
| Lot Line Shift | \$475 per altered lot |
| Vacation | \$1,615 |
| FLOODPLAIN DEVELOPMENT PERMITS | |
| Streambank Alteration and Emergency Streambank Alteration Permit | \$250 plus applicable consultant review expenses |
| Single Family Residential Floodplain Permit | \$1,400 |
| Multi-Family Residential Floodplain Permit | \$1,800/first unit, \$350 each additional |
| Non-residential and Mixed Use Floodplain Permit | \$1,525 plus \$100 per 1,000 gross sq. ft. |
| Minor Project Floodplain Permit - interior remodel, new structures/additions entirely outside of floodplain, landscape/riparian only | \$250 |
| OTHER PERMITS | |
| Sign | \$125 |
| Fence | \$100 |
| Day Care facility | \$300 |
| Conditional Uses (except Day Care Facilities) | \$1,100 |
| Variance | \$1,100 |
| Appeals | \$2,175 (+ cost of transcript if required) |
| Off-Site Vendor | \$525 (seasonal), \$750 (annual). An additional \$150 per month facility fee for vendors with no on-site public restroom. |
| Grading | \$125 |
| Hotel PUD | \$0.48/sq. ft. |
| Snow Storage Permit – Neighborhood | \$75 |
| Snow Storage Permit – Commercial | \$125 |
| Snow Storage Permit – Conditional Use Permit | \$250 |
| CHANGES/AMENDMENTS/WCF'S | |
| Comprehensive Plan Change | \$1,925 |
| Zoning Code Revision | \$1,925 |
| Zone Change Request | \$1,925 |

| | |
|---|--|
| WCF Master Plan/WCF Permit/Staff approval | \$525/\$525/\$225 |
| Development Agreements and Amendments | \$2,900 Applicant shall pay all additional processing expenses that exceed \$2,900 |
| | |
| Residential Annexation | \$5,688 per unit, subject to annexation agreement |
| Commercial Annexation | \$12,655 per 1000 square feet, subject to annexation agreement |
| | |
| Miscellaneous Fees and Changes | |
| Additional Noticing, Hearing, and Staff Review Fees | 100% of actual costs incurred by City |
| Consultant Review Fee | 100% of actual costs incurred by City |
| Community Housing In-lieu Fee | \$238 per square foot |
| Parking In-lieu Fee | \$38,500 per parking space |

C. IMPACT FEES

| TABLE 1-C.1 DEVELOPMENT IMPACT FEES | | | | |
|--|-------------|--------------|---------------|----------------|
| | Fire | Parks | Police | Streets |
| Single Family | \$2,092 | \$,1047 | \$104 | \$4,492 |
| Multi Family/unit | \$1,616 | \$809 | \$80 | \$3,471 |
| Commercial | \$.454/sf | \$0 | \$.022/sf | \$.968/sf |

Section 2: Fire Department Fees

| TABLE 2-A CITY OF KETCHUM FIRE DEPARTMENT FEE SCHEDULE | |
|--|--|
| <u>Permits Required Under the 2012 International Fire Code Section 105</u> | |
| a.1. | <p>Automatic fire alarm system. Plan checks, inspections and acceptance testing of required fire alarm systems.</p> <p>Permit Plan Check Fee: \$55.00 per hour Inspections and Testing Fee: \$55.00 per hour</p> |
| a.2. | <p>Automatic fire sprinkler system. Plan checks, inspections and acceptance testing of required fire sprinkler systems.</p> <p>Permit Plan Check Fee: \$75.00 per riser plus \$.50 per head Inspections and Testing Fee: \$55.00 per hour</p> |
| c.l | <p>Carnivals and Fairs. An operational permit is required to conduct a carnival or fair.</p> <p>Permit Fee: \$75.00</p> |
| c.2. | <p>Compressed gases. An operational permit is required for the storage, use or handling at normal temperature and pressure (NTP) of compressed gases in excess of the amounts listed in Table 105.6.8.</p> <p><u>Exception:</u> Vehicles equipped for and using compressed gas as a fuel for propelling the vehicle.</p> <p>Permit Fee: \$75.00</p> |
| c.3. | <p>Consultants Fees. Fees for use of outside consultants for plan checking and inspections, or both.</p> <p>Fee: Actual Costs Charged by Consultants per Project Review</p> |
| c.4. | <p>Cryogenic fluids. An operational permit is required to produce, store, transport on site, use, handle or dispense cryogenic fluids in excess of the amounts listed in Table 105.6.10.</p> <p><u>Exception:</u> Permits are not required for vehicles equipped for and using cryogenic fluids as a fuel for propelling the vehicle or for refrigerating the lading.</p> <p>Permit Fee: \$50.00</p> |
| c.5. | <p>Daycare Inspection.</p> <p>Inspection Fee: \$25.00</p> |
| e.l. | <p>Emergency responder radio coverage system. A construction permit is required to install or modify an emergency responder radio coverage system and related equipment.</p> <p>Permit Plan Review Fee: \$500.00 Inspection and Testing Fee: \$55/hour</p> |
| e.2. | <p>Explosives or blasting agents. An operational permit is required for the manufacture, storage, handling, sale or use of any quantity of explosives or explosive materials.</p> <p>Permit Fee: \$100.00</p> |
| f. 1. | <p>Fire clearance permits. Fire clearance permits issued by the fire department for uses such as Nursery Schools, Day Care Centers and Foster Homes.</p> <p>Permit Fee: \$25.00</p> |
| f.2. | <p>Flammable or combustible liquids.</p> <p>An operational permit is required per Section 105.6.16.</p> <p>Permit Fee: \$100.00</p> |

| | |
|------|---|
| h.1. | Hazardous Materials. An operational permit is required to store, transport on site, dispense, use or handle hazardous materials in excess of the amounts listed in Table 105.6.20. Permit Fee: \$100.00 |
| h.2. | Hood and duct. An operational permit is required for inspection and acceptance testing of hood and duct systems. Permit Fee: \$50.0 |
| L.1. | Liquefied petroleum gases. An operational permit is required for: Storage and use of LP-gas. <u>Exception:</u> A permit is not required for individual containers with a 500-gallon (1893 L) water capacity or less serving occupancies in Group R-3. Permit Fee: \$75.00 |
| o.1. | Oil or fuel tank removal. A construction permit is required: 1. To repair or modify a pipeline for the transportation of flammable or combustible liquids. 2. To install, construct or alter tank vehicles, equipment, tanks, plants, terminals, wells, fuel-dispensing stations, refineries, distilleries and similar facilities where flammable and combustible liquids are produced, processed, transported, stored, dispensed or used. 3. To install, alter, remove, abandon or otherwise dispose of a flammable or combustible liquid tank. Permit Fee: \$100.00 |
| o.2. | Open burning. An operational permit is required for the kindling or maintaining of an open fire or a fire on any public street, alley, road, or other public or private ground. Instructions and stipulations of the permit shall be adhered to. Exception: Recreational fires. Permit Fee: \$50.00 |
| p.1. | Plan check fees: Fee for initial plan check for building construction. Permit Fee: 70% of Department of Building Safety plan check fee. Fee for any additional checks of revised plans for building construction. Permit Fee: 70% of Department of Building Safety plan a cheek fee. |
| p.2. | Pyrotechnical special effects material. An operational permit is required for use and handling of pyrotechnic special effects material. Permit Fee \$100.00 |
| s.1. | Solar photovoltaic power system. A construction permit is required to install or modify solar photovoltaic power systems. Permit Fee: \$50 |
| s.2. | Spraying or dipping. An operational permit is required to conduct a spraying or dipping operation utilizing flammable or combustible liquids or the application of combustible powders regulated by Chapter 24. Permit Fee: \$100.00 |
| t.1. | Tents, canopies and temporary membrane structures. An operational permit is required to operate an air-supported temporary membrane structure, canopy or tent having an area in excess of 400 square feet (37m). Exception: Tents used exclusively for recreational camping purposes and fabric canopies open on all sides, which comply with the items listed in Section 105.6.43 of the 2012 International Fire Code. Permit Fee: \$40.00 |
| u.1. | Use of apparatus. Use of fire department apparatus or personnel, one (1) hour minimum. Time is from station door to station door. Personnel: \$55.00 per hour Ambulance Staffed with 2 EMTs: \$145.00 per hour Fire Engine Staffed with 3 Firefighters: \$175.00 per hour Staff Vehicle Staffed with 1 Firefighter or EMT: \$100.00 per hour |

Section 3: Parks, Events, and Recreation Department Fees

Table 3A – Youth After School Program Fees (payment plans and scholarships available)

| | |
|------------------------------------|--|
| Full season (school year) | \$630.00 |
| Per month | \$88.00 |
| Per day | \$12.00 |
| Out-of-school and extra activities | range is \$35.00-\$55.00; cost is activity dependent |
| Additional after school activities | \$36.00 rec member/\$68.00 non-member |

Table 3B – Summer Youth Recreation Program (payment plans and scholarships available)

| | |
|--|----------------------------|
| Full summer (ten weeks M-Th) | \$920.00 |
| One session (five weeks M-Th) | \$460.00 |
| Per day (drop-in) | \$36.00 |
| Friday Adventures (requires individual registration) | Cost is activity dependent |

Table 3C – Park Reservations

| ½ day rate (up to 4 hours) | Full day rate (up to 8 hours) |
|---------------------------------------|-------------------------------|
| 100 people or fewer: \$80.00 | 100 people or fewer: \$140.00 |
| 101 people or more: \$140.00 | 101 people or more: \$275.00 |
| Refundable Security Deposit: \$250.00 | |

Table 3D – Atkinson Park athletic fields, Recreation Center

| | |
|--------------------------------|---|
| Athletic fields and facilities | \$65 per two hours; additional fees may apply |
| Recreation Center | \$50 per hour plus \$150 security deposit |

Table 3E – Organized Sports Leagues/Commercial Use Permit*

| | |
|-----------------------|--|
| All public park areas | Fees are determined by staff according to current Park Reservations, athletic field, and Recreation Center fee schedules |
|-----------------------|--|

*Commercial uses when organizer charges an admission or participation fee

Table 3F – Special Events*

| | |
|--|---|
| Street Party Application Fee | \$100.00 |
| Block Party Application Fee | \$50.00 |
| Category A – application fee | \$100.00 |
| Category B – application fee | \$200.00 |
| Category C – application fee | \$600.00 |
| Facility Fee | \$150.00 per day |
| Music License Fee | \$10 per day |
| Amplified Sound Permit | Free with approved permit associated with a Special Event |
| Street Closure for Designated Event Location | \$100.00 |
| Street Closure for Non-Designated Event Location | \$500.00 |
| Refundable Security Deposit | \$250.00 |

*Additional departmental fees may apply and are assessed following the event

Table 3G – Film Permit*

| | |
|---|----------------------|
| Application Fee (waived for student projects) | \$200.00 per project |
| Motion: City Property including rights-of-way | \$400.00 per day |
| Still: City Property including rights-of-way | \$200.00 per day |

* Additional departmental fees may apply and are assessed following the event

Table 3H – Memorials and donations

| | |
|--|---|
| Benches, trees, tables, property, etc. | All memorials are cost-specific and determined by Department Director or designee |
|--|---|

Table 3I – Tree Services

| | |
|--|----------------------|
| Tree Removal Permit (allows contractor to remove a public tree upon outside request with permission) | \$50 per occurrence |
| Tree Permit (allows contractor to perform work on public trees with permission) | \$50 per fiscal year |

PARKS & RECREATION DEPARTMENT FEE POLICIES

Liability Waiver and Insurance Requirements. Where applicable, all participants are required to sign a liability indemnification statement and provide proof of insurance.

Youth Program Photo Release. Parent or legal guardian of youth program participants are required to sign a photo release stating: Unless I decline in writing I also authorize the City of Ketchum, and/or parties designated by the City of Ketchum, to use my child’s photo for the reproduction in any manner the City of Ketchum desires, for advertising, display, audiovisual exhibition or editorial use.

Refunds. No cash refunds are given. Refunds and over payments will be credited to participants with a gift certificate for future program use. Gift certificates are valid for one (1) year from the date of issuance toward any Ketchum Parks & Recreation Department program or service. Gift certificates are non-transferable. This policy applies to all programs and services offered by the Parks & Recreation Department.

All other policies are determined by current Ordinance or Resolution language. Registration and/or approved permits are required for all activities listed above.

Section 4: Public Works Department Fees

| TABLE 4-A STREET DIVISION FEES | |
|--|-------|
| Banner Install/Remove | \$175 |
| Right of Way Improvement/Encroachment Permit * | \$50 |
| Right of Way Use Permit | \$20 |
| Barricade Rental | \$20 |

* To the extent that outside agencies charge fees to record documents, such fees will be passed onto the applicant.

| TABLE 4-B WATER DIVISION FEES | |
|--|---|
| City water tap and corporation stop installation | In addition to connection fees in table 4-D |
| 1" tap | \$203 |
| 1 ½" tap | \$220 |
| 2" tap | \$247 |
| Non-Standard Connection Fee | Time and material cost to city |
| Water Meter Vaults | \$1,035 |
| Fire Line Permit Fee | \$241 |
| Turn-On Fee | \$14.47 |
| Turn-Off Fee | \$14.47 |
| Water User Charges – Metered Users | |
| Base charge | \$13.22 per month (residential or commercial) |
| <u>Gallons Supplied</u> | Additional Charge per 1,000 gallons |
| 1,000 – 8,000 | \$1.05 |
| 8,001 – 65,000 | \$2.10 |
| 65,001 – 120,000 | \$4.22 |
| >120,000 | \$6.34 |
| Water User Charges – Non-Metered Users | |
| <u>Residential Flat Rate</u> | |
| First five (5) cold water taps or less | \$22.77 per month/unit |
| Each additional cold water tap | \$2.11 per month/unit |
| Irrigation and sprinkling per each 1,000 square feet of lot area | \$0.78 per month/ unit |
| <u>Commercial Flat Rate</u> | |
| First five (5) cold water taps or less | \$34.95 per month/unit |
| Each additional cold water tap | \$2.91 per month/unit |
| Irrigation and sprinkling per each 1,000 square feet of lot area | \$0.78 per month/unit |
| Fire User Charge | |
| <u>Connection Size</u> | |
| 2" | \$7.83 per month |
| 4" | \$15.92 per month |
| 6" | \$31.99 per month |
| 8" | \$47.29 per month |
| 10" | \$64.02 per month |
| 12" | \$79.23 per month |
| Tank Truck Fill Fee | Fee determined by amount |
| Use of Fire Hydrant Charge | \$15.18 per day |

| TABLE 4-C WASTEWATER DIVISION FEES | |
|---|------|
| Service Inspection Fee | \$40 |

Sewer User Charges

| Service No. | Classification | Rate Per Month |
|-----------------------|---|-----------------------|
| 11 | Single family home | \$ 35.55 |
| 12 | Multiple living unit | \$ 35.55 |
| 13 | Motel / hotel (first unit) | \$ 35.55 |
| 15 | Office building / 1,500 square feet | \$ 35.55 |
| 16 | Retail sales / 3,000 square feet | \$ 35.55 |
| 17 | Restaurant / cafe per seat with or without a trap | \$ 3.51 |
| 20 | Retail food / 1,500 square feet | \$ 35.55 |
| 21 | Barber shop / per chair | \$ 17.76 |
| 22 | Beauty salon / per operator | \$ 35.55 |
| 26 | Dry cleaners | \$ 71.07 |
| 27 | Garage / mechanical per 1,500 square feet | \$ 71.07 |
| 28 | Laundries | \$ 142.16 |
| 29 | Bank | \$ 71.07 |
| 30 | School / per 50 students | \$ 35.55 |
| 31 | Swimming pool / private / 500 square feet | \$ 8.84 |
| 32 | Beer, wine, liquor | \$ 71.07 |
| 33 | Theater / per screen | \$ 71.07 |
| 35 | Nursery school | \$ 71.07 |
| 36 | Church | \$ 71.07 |
| 37 | Lodge / private / 3,000 square feet | \$ 71.07 |
| 39 | Dentist / doctor/ per medical doctor | \$ 38.26 |
| 40 | Car wash with recycle | \$ 38.26 |
| 41 | Hospital / per bed | \$ 7.09 |
| 42 | Bowling alley / per lane | \$ 14.20 |
| 43 | Car wash without recycle / per bay | \$ 71.07 |
| 44 | Commercial / 3,000 square feet | \$ 35.55 |
| 45 | Photo development lab | \$ 71.07 |
| 46 | Gas station with public restrooms | \$ 71.07 |
| 47 | Warehouse / 6,000 square feet | \$ 35.55 |
| 48 | Swimming pool / public / 500 square feet | \$ 26.62 |
| 54 | Motel / hotel unit without cooking | \$ 8.84 |
| 55 | Motel hotel, with cooking | \$ 17.76 |
| 56 | Senior family living home | \$ 17.76 |
| Returned Check Charge | | \$10 |

Table 4-D Water and Wastewater Connection Fees

| Meter Size | Base Connection Fee Scale Factor | Water Connection Fee | Wastewater Connection Fee |
|------------|----------------------------------|----------------------|---------------------------|
| 1" | 1.00 | \$3,816.00 | \$2,921.00 |
| 1.5" | 2.25 | \$8,586.00 | \$6,572.25 |
| 2" | 4.00 | \$15,264.00 | \$11,684.00 |
| 3" | 9.00 | \$34,344.00 | \$26,289.00 |
| 4" | 16.00 | \$61,056.00 | \$46,736.00 |
| 6" | 36.00 | \$137,376.00 | \$105,156.00 |

* Connection Fees are pursuant to October 18, 2019, Galena Engineering Report

Section 5: Administrative/City Clerk Fees

| TABLE 5-A BUSINESS LICENSE AND TAX FEES | | |
|--|--|---|
| Business License | Fee \$50.00 | <p>Late Fee Charge \$10.00 for business license application received after the deadline.</p> <p>Waiver of Business License Fee The fee for a business license may be waived for three years for any business that meets the criteria for the Tax Reimbursement Incentive program as defined and administered by the Idaho Department of Commerce. Official documentation from the Idaho Department of Commerce approving the business for the TRI program shall accompany the request to waive the business license fee. The City Clerk shall waive the fee for all project that meet these criteria.</p> |
| City Local Option Tax | No Fee - Tax Collected per Municipal Code Title 3, Chapter 12. Credit card processing fees will be charged at the rate assessed by the vendor. | After Due Date: Penalty - The greater of 5% of Tax Due or \$10.00 Plus 1% Interest Per Month on Tax Due |
| Catering Permit | \$20.00 per day or as determined by Idaho Code 23-934A | |

TABLE 5-B ADMINISTRATIVE SERVICES FEES

Copying Fee Schedule

Cost per copy (in-house)

Black & White

\$.06/page: 8.5"x11" Single-sided

\$.06/page: 8.5"x14" Single-sided

\$.11/page: 8.5"x11" Double-sided

\$.11/page: 8.5"x14" Double-sided

\$.15/page: 11"x17" Single-sided

\$.29/page: 11"x17" Double-sided

Color

\$.65/page: 8.5"x11"

\$.65/page: 8.5"x14"

\$.85/page: 11"x17"

Cost for third party (out-of-house) copies for oversized materials which cannot be copied by the City of Ketchum:

24" X 36"

\$ 3.30/page

22" X 34"

\$ 3.00/page

Pursuant to Idaho Code §74-102(10) the Labor Rates referenced below will apply under the following conditions:

- If the request is more than one hundred (100) pages of paper records; or
- The request includes records from which nonpublic information must be deleted; or
- The actual labor associated with locating and copying documents for a request that exceeds two (2) person hours

LABOR RATES

City Administrator

Current Salary divided by 2,080 hours per year

Department Head

Current Salary divided by 2,080 hours per year

Assistant or Associate

Current Salary divided by 2,080 hours per year

City Clerk

Current Salary divided by 2,080 hours per year

Network Consultant

Current Hourly Rate

OTHER CHARGES

For providing a duplicate of a computer tape, computer disk, microfilm or similar or analogous record system containing public record information, the City of Ketchum shall charge a fee uniform to all persons that does not exceed the sum of the following:

- The City of Ketchum's direct cost of copying the information in that form, including labor at hourly rates specified above, overhead at rate specified above and cost of materials;
- The standard cost, if any, for selling the same information in the form of a publication;
- The cost of consultant services to research and copy public records request.

Payment of the applicable charges shall be made prior to the commencement of research or copying based upon the City Clerk's estimated cost for meeting the public records request.

This Resolution will be in full force and effect upon its adoption this 18th day of November, 2019.

CITY OF KETCHUM

Neil Bradshaw, Mayor

ATTEST:

Robin Crotty
City Clerk



City of Ketchum

November 18, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Adopt Resolution 19-030 Declaring The City's Official Intent To Reimburse Certain Authorized Reimbursable Expenditures From The Fire Bond Fund

Recommendation and Summary

Staff is recommending the Council adopt Resolution 19-0XX declaring the City's intent to reimburse certain authorized project expenses from the fire bond fund with the following motion:

"I move to adopt Resolution 19-030 declaring the City's intent to reimburse certain authorized project expenses from the fire bond fund."

The reasons for the recommendation are as follows:

- Internal Revenue Service regulations require the City Council to declare its intent to reimburse certain project expenditures with proceeds from the forthcoming bond sale.
- The City anticipates a bond sale in Spring 2020 but would like to continue to advance the project prior to the bond sale.

Introduction and History

On November 5, 2019, electors of the City of Ketchum approved the issuance of \$11.5 million of bonds to finance the construction of a new fire station. The bonds will likely be sold in early Spring of 2020. However, the City is likely to incur project expenses prior to the sale of bonds and subsequent receipt of funds from the sale.

The United States Internal Revenue Service requires any agency seeking to utilize the proceeds from a bond sale for the reimbursement of expenses incurred prior to the sale to officially act to declare its intent to do so.

Analysis

In order to advance the project through the design phase and meet the established project timeline, staff intends to work with the previously selected architectural design firm, Cole Architects, on the project design prior to the Spring 2020 bond sale. Authority to reimburse expenses incurred in this process is required, as noted above. Such reimbursement will only be for work conducted after Council approval of this Resolution. The programming and preliminary design work completed prior to the election was funded separately from the Essential Services Facility Fund.

Financial Impact

Approval of the Resolution will enable the City to use the resources that would otherwise be used to advance design on other purposes. The cost of the design work was included in the \$11.5 million project budget.

Attachments

Attachment A: Resolution 19-030

RESOLUTION NO. 19-030

BY THE CITY COUNCIL:

A RESOLUTION OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, DECLARING THE CITY'S OFFICIAL INTENT TO REIMBURSE CERTAIN AUTHORIZED REIMBURSABLE EXPENDITURES FROM THE FIRE BOND FUND OF THE CITY AND RELATING TO THE FINANCING OF THE ACQUISITION AND CONSTRUCTION OF CERTAIN CITY FIRE SAFETY FACILITIES, AND PROVIDING AN EFFECTIVE DATE HEREOF.

WHEREAS, the City Council (the "City Council") of the City of Ketchum, Blaine County, Idaho (the "City"), has determined and deemed it necessary and advisable to finance certain capital improvements and equipment and apparatus acquisitions in the City, for the purpose of constructing and equipping a new fire station to reduce emergency response service gaps and to enhance neighborhood safety, and together with all necessary appurtenant facilities and equipment, as more fully described in Section 3 of Ordinance No. 1201 adopted by the City Council on September 3, 2019 (the "Election Ordinance"), and all other related costs, items and appurtenances (collectively, the "Project"); and

WHEREAS, the City Council and the Mayor have recommended that the financing, acquisition, and construction of said Project be accomplished by the issuance of general obligation bonds of the City in one or more series in a total aggregate amount of up to \$11,500,000 (the "Bonds"), pursuant to the provisions of Sections 50-1019 and 50-1026, Idaho Code, and Chapter 2, Title 57, Idaho Code; and

WHEREAS, the City Council, by the Election Ordinance, ordered a special bond election to be held within the City on November 5, 2019, for the submission to the voters of the City the question of whether or not the City should issue the Bonds in one or more series, in an aggregate principal amount for all such Bonds of up to \$11,500,000 for the purpose of defraying, in part, the cost of the Project; and

WHEREAS, on November 7, 2019, the Blaine County Commissioners canvassed the returns of said special bond election and determined that the requisite two-thirds (2/3) majority of the qualified electors of said City had cast votes in the affirmative and that said proposition for the issuance of general obligation bonds in the amount of up to \$11,500,000 had passed; and

WHEREAS, after the County Clerk had certified the above special bond election results to the City Clerk, on November 18, 2019, the City took action to have the results of the special bond election entered in the minutes of the Council and proclaimed as final; and

WHEREAS, the City reasonably intends to reimburse itself from proceeds of the Bonds for certain expenditures on the Project (the "Reimbursable Expenditures") paid by the City from its Fire Bond Fund from November 18, 2019, a date that is 60 days prior to the adoption of this Resolution, and after the date hereof; and

WHEREAS, the City expects such reimbursement to occur not later than 18 months after the later of (i) the date of the Reimbursable Expenditures, or (ii) the date the Project is placed in service, but no later than three years after the date of the Reimbursable Expenditures.

NOW, THEREFORE, IT IS RESOLVED as follows:

Section 1. The City intends to incur and pay for Reimbursable Expenditures from its Fire Bond Fund, and hereby declares its intent and reasonable expectation to reimburse itself for those Reimbursable Expenditures from the proceeds of the Bonds. Further, that each Reimbursable Expenditure was and will be either (a) of a type properly chargeable to a capital account under general federal income tax principles (determined in each case as of the date of the Reimbursable Expenditure), (b) a cost of issuance with respect to the Bonds or (c) a nonrecurring item that is not customarily payable from current City revenues.

Section 3. The maximum principal amount of the Bonds expected to be issued in one or more series to finance the Project is up to \$11,500,000.

Section 4. This declaration of official intention is made pursuant to Section 1.150-2, Code of Federal Regulations.

Section 5. This Resolution shall be in full force and effect from and after its passage and approval, as provided by law.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR of the City of Ketchum, Blaine County, Idaho, this ____ day of _____, 2019.

CITY OF KETCHUM, a municipal corporation of the State of Idaho

By: _____

NEIL BRADSHAW, Mayor

ATTEST:

By: _____

ROBIN CROTTY, City Clerk