



CITY OF KETCHUM, IDAHO

CITY COUNCIL

Monday, July 07, 2025, 4:00 PM

191 5th Street West, Ketchum, Idaho 83340

AGENDA

PUBLIC PARTICIPATION INFORMATION

Public information on this meeting is posted outside City Hall.

We welcome you to watch Council Meetings via live stream.

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

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

- Join us via Zoom (*please mute your device until called upon*)
Join the Webinar: <https://ketchumidaho-org.zoom.us/j/83595248786>
Webinar ID: 835 9524 8786
- Address the Council in person at City Hall.
- Submit your comments in writing at <mailto:participate@ketchumidaho.org> (*by noon the day of the meeting*)

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

CALL TO ORDER: By Mayor Neil Bradshaw

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

COMMUNICATIONS FROM MAYOR AND COUNCILORS

1. Public Comments submitted

CONSENT AGENDA:

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

2. Recommendation to approve minutes of June 16, 2025, City Council meeting - City Clerk Trent Donat
3. Recommendation to approve minutes of June 24, 2025, *SPECIAL MEETING* City Council (Budget Workshop) meeting - City Clerk Trent Donat
4. Authorization and approval of the payroll register - Finance Director Brent Davis
5. Authorization of disbursement of funds from the City's Treasury for the payment of bills - Finance Director Brent Davis
6. Recommendation to approve alcohol beverage license renewals - Business & Tax Specialist Kelsie Choma

- [7.](#) Recommendation to approve a Professional Services Agreement 25143 with Goebel Partners for phase 3 updates to Ketchum's Land Development Code - Planning & Building Director Morgan Landers
- [8.](#) Recommendation to authorize Housing Department to release Ownership and Preservation Program Funds - Housing Policy & Program Strategist Rian Rooney
- [9.](#) Recommendation to approve Right-of-Way Encroachment Agreement 25976 for the placement of a transformer in the public right-of-way on N 1st Avenue - City Engineer Robyn Mattison
- [10.](#) Recommendation to approve Right-of-Way Encroachment Agreement 25975 at 205 Jade Street with Gannon Tidwell and Matt Dill - City Engineer Robyn Mattison
- [11.](#) Recommendation to approve Right-of-Way Encroachment Agreement Amendment 24919A for the placement of a non-heated paver driveway and other improvements in the public right-of-way on N. East Avenue and E. 6th Street - City Engineer Robyn Mattison
- [12.](#) Recommendation to approved Blaine County School District Memorandum of Understanding 25-011 - Senior Project Manager Ben Whipple
- [13.](#) Recommendation to approve Right-of-Way Encroachment Agreement at 315 River Run Drive with Phelan Kathleen H Trustee Mary Kathleen Howard Trust - City Engineer Robyn Mattison

PUBLIC HEARING:

- [14.](#) Recommendation to hold a public hearing and approve the Jade Subdivision Amendment Lot Line Shift Application and adopt the Findings of Fact, Conclusions of Law, and Decision - Associate Planner Paige Nied
- [15.](#) Recommendation to conduct public hearing and consider the Limelight Hotel Planned Unit Development Conditional Use Permit and Development Agreement Amendment Applications - Senior Planner Abby Rivin
- [16.](#) Recommendation to conduct second public hearing and approve Resolution 25-012 adopting the Cohesive Ketchum 2025 Comprehensive Plan - Senior Planner Abby Rivin

NEW BUSINESS:

17. Blaine County Sheriff Department quarterly check-in presentation - Sheriff Morgan Ballis
- [18.](#) Recommendation to approve various requests for snowmelt within the public right-of-way adjacent to residential properties - Director of Planning & Building Morgan Landers
- [19.](#) Follow-up from Budget Workshop and finalization of budget - Director of Finance Brent Davis

ADJOURNMENT:

Dawn Hofheimer

From: susancneaman@gmail.com
Sent: Thursday, June 26, 2025 9:10 AM
To: Participate
Subject: Limelight Hotel

I am in favor of the limelight request only if there is enough parking for this room change from hotel to condo units . The two apartments need to each have at least 2 parking spaces available 2 for each unit. Also that the city does not loose any taxes from this conversion.

Thank you,
Susan Neaman
Sent from my iPhone

June 24, 2025
Mayor Neil Bradshaw
Ketchum City Council Members
Ketchum City Hall
191 5th Street W.
Ketchum, Idaho 83340

Dear Mayor Bradshaw and Esteemed Members of the Ketchum City Council,

My name is Magaly Estrada, and I am the owner of Sushi on Second, one of Ketchum's older and most enduring local restaurants. For years, we have served residents and visitors alike, proudly contributing to the unique culture, economy, and spirit that makes this town so special. I write today with a heavy heart and a deep sense of concern about the recent issuance of one of the new resort liquor licenses.

I was shocked to learn that a newly opened restaurant was recently awarded a license, not by chance or merit, but because they were granted early insider knowledge about the new licenses becoming available. While the rest of us were unaware of any pending release, they were quietly informed and advised to act, getting a head start before the opportunity was publicly known.

This was not simply a case of someone "beating us to the punch." This was an unfair advantage, made possible through privileged access to information that should have been made equally available to all interested parties. In effect, they were allowed to cut to the front of the line before the rest of us even knew there was a line forming.

What makes this more painful is that small, locally owned businesses like mine, who have operated with integrity, who have served this community through thick and thin, are now left at a structural disadvantage. The competitive edge that a liquor license provides is significant, and to have that handed to a new restaurant based on quietly passed along information rather than a fair and transparent process undermines not only the trust we place in our city, but the very principles of equity and accountability.

I urge the Council to take a hard look at how this process unfolded. How did this information reach a single applicant before it was made public? Why weren't existing businesses informed or given a fair opportunity to respond? And most importantly, what measures will be taken?

I believe Ketchum can and should do better. Our community deserves processes that are transparent, equitable, and grounded in fairness, not favoritism. I respectfully request that this issue be addressed publicly, and that future license allocations be made with an explicit commitment to fairness and equal opportunity for all.

Thank you for your attention to this matter. I remain hopeful that the values this town was built on, community, fairness, and integrity, will guide your decisions moving forward.

With respect and sincerity,
Magaly Estrada
Owner, Sushi on Second
714.280.3997
Sushion2nd@gmail.com

Dawn Hofheimer

From: Courtney Ammons <courtneyammons@gmail.com>
Sent: Wednesday, June 25, 2025 5:32 PM
To: Participate
Subject: Traffic with IDT

PLEASE consider allowing overnight work to speed up the construction. Even with the extended hours, it is still affecting residence negatively. My daughter was peeing blood today and instead of being able to get to urgent care quickly, we were sitting in traffic. I fear with my whole heart that people's lives will be taken if they cannot access the hospital in time. Courtney Ammons Sent from my iPhone

Dawn Hofheimer

From: D Bruce Johnsen <dbjohnsen@5bgazette.com>
Sent: Wednesday, June 25, 2025 4:19 PM
To: Participate
Cc: Sarah Lurie
Subject: Bike Safety

Unfortunately, I missed the early public comments regarding bike safety in Ketchum that preceded the recent changes in the ordinance, but I would like the following points made part of the record.

One of the changes was to make speeding and reckless riding a misdemeanor. I support enforcement and citations. But making speeding and reckless riding a misdemeanor seems like overreach. A better approach is to issue escalating fines for repeat infractions, reserving misdemeanor charges for egregious repeat offenders or those who recklessly injure others. This mirrors how motor vehicle infractions are generally handled.

I'm a big fan of Ketchum's virtual leash law, according to which dogs must either be leashed or subject to their owner's immediate control. But the Wood River Trail is no place for dogs off leash. That should be considered an infraction, and in the event a cyclist is injured from an off-leash dog it should raise a presumption the owner acted negligently.

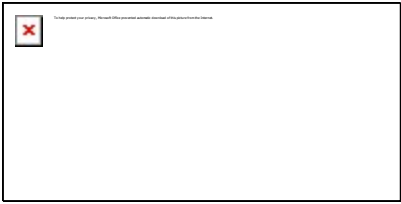
One extraordinarily dangerous intersection in Ketchum is where Thunder Trail Road meets Saddle Road near the Big Wood Golf Course crossing. Riders—often children—speed downhill along the Saddle Road bike path. Motorists pulling out on Thunder Trail Road to turn onto Saddle Road can't see more than 30 feet up the path due to obstructions. To get a proper view, they must pull forward into the path, blocking it in the process and giving speeding cyclists too little time to stop or swerve.

The City seems aware of the danger: a new sign beneath the red stop sign reads, "Stop/Watch for Pedestrians and Bicycles." But watching won't help if you can't see around corners. The path has a "Caution" marking painted on the surface 30 feet uphill, but that's not enough.

Extraordinary dangers demand extraordinary precautions. The City should consider installing rumble strips on the path before the intersection and providing better warning to cyclists. Across Saddle Road sits a manhole cover no doubt under City control; nearby, the City should consider installing a curved mirror on a post to give drivers a view of approaching cyclists and vice versa.

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Cordially,
D. Bruce Johnsen
Political Economy Editor
Professor Emeritus of Law
Antonin Scalia Law School, George Mason University
703-915-0701
https://papers.ssrn.com/sol3/cf_dev/AbsByAuth.cfm?per_id=45127



Dawn Hofheimer

From: Kristin Derrig <kristinderrig@gmail.com>
Sent: Wednesday, June 25, 2025 3:35 PM
To: Participate
Subject: Liquor license

To Whom it may concern,

As the owner of a liquor license in Ketchum I have a few thoughts of the new resort licenses. First of all the cost is extremely skewed. I understand there are limitations to them but considering how much people have had to pay for them there should be something a bit more comparable.

Second, I feel since people have been waiting a long time for any license to become available they all should have an opportunity in the option to buy one. The fact that a certain restaurant, Fiamma, was on the list before others even knew about it is absurd. I have many friends in this industry and it is truly unfair that these "new" licenses were not fairly announced to everyone.

Kristin Derrig
208-720-1580

Dawn Hofheimer

From: Carol Klick <carolklick@gmail.com>
Sent: Tuesday, June 24, 2025 4:46 PM
To: Participate
Subject: City taxpayer ideas

Regarding city spending, I have numerous ideas which I would like you to think about and consider. They are as follows:

2026 Budget

Overall, this budget should be reduced to half. Town square is fine as is, actually, better than fine. It does not need funding for a remodel.

Staffing in administration could be reduced. And outside consultants are eliminated or voted for by the taxpayers, not hired by staff.

Community service trucks and employees should be assessed as to what they are doing for the city and if they are necessary. Issuing parking tickets to cars would not cover their payroll and increasing their ticket collecting would be counterproductive to being a welcoming city for businesses and visitors alike. It's time to stop treating cars and the people who drive here as bad and needing punishment. Most if not all are considerate people who are responsible.

Parking

All parking should be free. And time limits on spaces removed. Residents should have parking provided on property, not assigned street parking. This is still a mountain town.

YMCA Housing

Bad idea!!! It will not provide housing for community workers. Do the math on what workers make in Ketchum. Cleaning staff makes \$25 - \$35 per hour. They would not qualify with the government guidelines as set forth for funding. So who would qualify? Workers who work for cash and those who limit the hours they work to qualify. Basically, the "get over" workers.

I believe the ship sailed already to build affordable housing in Ketchum. It's time to consider options for affordable housing outside of Ketchum.

In review, chop, chop on the spending of taxpayer funds! Lighten up on the drivers who park in Ketchum. They are your business owners, workers and visitors who keep the city rolling. And realize that the units proposed for the YMCA lot will not alleviate the shortage of workers in Ketchum.

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Dawn Hofheimer

From: Neil Bradshaw
Sent: Tuesday, June 24, 2025 10:47 AM
To: Participate
Subject: Fwd: \$68,000 Emergency Housing Fund for Ketchum BCHA Condo Owners
Attachments: SMichael Emergency Housing Fund 6-24-2025.docx

NEIL BRADSHAW | CITY OF KETCHUM

Mayor

P.O. Box 2315 | 191 5th Street, W | Ketchum, ID 83340

o: 208.727.5087 | m: 208.721.2162

nbradshaw@ketchumidaho.org | www.ketchumidaho.org

Begin forwarded message:

From: Sarah Michael <ms.sarahmichael@gmail.com>
Date: June 24, 2025 at 10:45:54 AM MDT
To: Neil Bradshaw <nbradshaw@ketchumidaho.org>, Courtney Hamilton <CHamilton@ketchumidaho.org>, Amanda Breen <ABreen@ketchumidaho.org>, Spencer Cordovano <SCordovano@ketchumidaho.org>, Tripp Hutchinson <thutchinson@ketchumidaho.org>
Cc: Jade Riley <jriley@ketchumidaho.org>
Subject: **\$68,000 Emergency Housing Fund for Ketchum BCHA Condo Owners**

Below and attached is my written statement which I summarized to you during the City of Ketchum Meeting today. Please establish a \$68,000 Emergency Fund in your FY 2026 Budget and create the program from existing FY 25 funds to address the emergency financial needs that existing homeowners are facing today. A simple application form and an expedited approval process are critical.

June 24, 2025

To: City of Ketchum, Mayor Bradshaw and City Council Members
From Sarah Michael, former BCHA Interim Executive Director and County Commissioner

Subject: Establish a \$68,000 Annual Emergency Housing Fund for Ketchum BCHA Condo Owners for Extraordinary HOA Dues and Special Assessments

BCHA staff Rian Rooney and Carissa Connelly developed a staff report for the June 18, 2025, Housing Authority Board meeting which identified the potential of 32 out of the City of Ketchum's 78 condo owners who may be facing an inability to pay for HOA Dues and Special Assessments. Staff estimated that the potential financial gap for them could be \$68,000 in 2025, and this amount could be recurring.

For the past year, the BCHA has been aware of specific homeowner financial challenges but so far, the staff has only recommended that the owners apply to local charities for funding assistance. No local or state organization can address this level of ongoing expenses. In 2025, one owner in the Evergreen building faces an \$18,976.00 and another faces \$16,591 bill for HOA dues, reserves and special assessments. You can do the math on how much these translate into monthly costs for two long time Ketchum residents living in Deed Restricted housing. Both continue to work well past retirement age to stay here. They need help now.

While the BCHA deliberates the problem, we urge the City of Ketchum to find funding now and add a \$68,000 line item in the City's FY 26 Annual Budget to create an Emergency Housing Fund for existing BCHA homeowners that will provide direct grants and loans to keep them in their homes.

Assisting current Ketchum BCHA homeowners fits past and current City of Ketchum programs to maintain or increase affordable units in the city of Ketchum.

In February, the City of Ketchum purchased 3 condos for \$2.4 million, which will be sold, "after the city conducts repairs on the building which are estimated to cost \$75,000." In March, according to the Mt Express, the city committed \$244,000 for the Lease to Locals program and now, in its place, the City is undertaking a new, three-year "light preservation program," which will offer current long-term-rental owners a cash incentive to keep offering their properties as long-term rentals for locals. A studio owner would receive an incentive of \$6,000, an owner of a one-bedroom unit would receive \$8,000, an owner of a two-bedroom unit would receive \$10,000 and an owner of a three-bedroom unit would receive \$12,000.

Keeping long term residents in their homes, I hope, will become one of the City's highest housing priorities in 2025 and in your FY 2026 Budget. Please establish a program now with a simple administrative application for emergency funds.

The only documentation should be proof of the dues, capital reserve fees, and the amount and duration of the special assessment. If the BCHA current homeowner's current income show that they are paying more than 30% of their annual income for housing, then grants should be provided to meet the emergency.

These hardships are ones that have been created by past BCHA actions but fortunately, the BCHA staff is recommending changes to future deed restrictions, so these exorbitant amounts won't be levied on deed restricted units in the future,

Thank you.

Sarah Michael
P.O. Box 3060
Sun Valley, ID 83353
(208) 721-1593or

Dawn Hofheimer

From: Amy Martin <amymartin00@me.com>
Sent: Monday, June 23, 2025 11:14 PM
To: Participate
Subject: Affordable housing

To Whom it May Concern,

I am writing to express my deep disappointment in the City Council's recent decision to vote against the proposed affordable housing project at the Y.

While I understand that housing policy is complex and that there is a need to support individuals and families at a range of income levels, we cannot continue to overlook those with the greatest need. Lower-income residents are an essential part of our community — they work here, live here, and help this city thrive. They deserve the same chance at stable, affordable housing as anyone else.

From what I understand, Ketchum may also be eligible for additional grant funding if it includes housing options for lower-income populations. If securing those grants is a goal, then offering housing that serves those most in need is a practical and necessary step forward.

Our community is stronger when everyone has a place in it.

Sincerely,

Amy Martin

Dawn Hofheimer

From: Juanita young <belespritskin@gmail.com>
Sent: Monday, June 23, 2025 10:17 PM
To: Participate
Subject: budget

I think it is wrong to vote on a budget when 2 new city council members and mayor will be elected this Nov. They should be able to create a new budget, that is inline with the voters of Ketchum.

We need less gov't. The city council and mayor want to create more agencies. Let's get rid of KHD and BCHA. They do nothing and the city wants to to give them more money.

I walk pass City Hall everyday and the community service trucks are just sitting there. Get rid of the trucks. We would get 2 more parking spaces and save alot of money.

Can you all think about saving money, not spending money.

You need to eliminate all part time employees. There are plenty of full time employees who are making too much money and not enough work to do.

It seems to me that nobody at City Hall knows what they are doing. Look at the mess you have created with all the road and building construction. Did anybody think of the impact this has on businesses and citizens (nobody wants to come Ketchum). Have you ever thought of allowing one project to be completed then allowing the next project and so on down the line.

I hope the the citizens of Ketchum clean house when November rolls around.

Dawn Hofheimer

From: Donna Finegan <donna@dfinegan.com>
Sent: Monday, June 23, 2025 8:55 PM
To: Participate
Subject: Low income housing on YMCA lot

Councilwoman Breen,

I oppose any attempt to turn part of the YMCA parking lot into any type of housing and hope you will continue to stand strong against this measure.

Thank you.

Donna Finegan

Sent from my iPad

Dawn Hofheimer

From: Gretchen Flint <gretchenflint@gmail.com>
Sent: Monday, June 23, 2025 6:59 PM
To: Participate
Subject: Y Housing

I am in favor of "essential workers" housing at the YMCA location. And only if it is for essential works.

Gretchen Flint

Gretchen Flint
Idaho Mountain Real Estate
251 First Avenue North
Ketchum, Idaho 83340
gretchenflint@gmail.com
208-720-6429

May 24, 2025

Dear Mayor Bradshaw and City Council Members,

I would like to inquire about the status of the third liquor license to be issued in Ketchikan.

How is it possible this was never public knowledge? "First come first serve" would have been totally fair if our existing local restaurants were informed.

It is outrageous that Harry Griffith (SUEO) informed Fiami before they were open for business and still a "hole in the ground", to get on the "secret list."

Please consider denying the last resort license to Fiami, and consider longtime restaurants local owners + staff. Such as:

Apples Bar + Grill

Sushi on Second

Enoteeca

Christina's

Cook Book + Scout

Thank You, Janet Appleton japple208@gmail.com
208.720.7941

Dawn Hofheimer

From: Ryan Gallagher <ashtongallagher@gmail.com>
Sent: Thursday, June 26, 2025 4:19 PM
To: Participate
Subject: Constitution in West Ketchum

Follow Up Flag: Follow up
Flag Status: Flagged

Dear City Officials,

I am writing to express serious concerns about the ongoing construction project on Wood River Dr. While I have tried to be patient with the disruption, the situation has become increasingly problematic for our neighborhood and community.

The construction has created significant traffic hazards and disruptions:

- Construction vehicles are regularly parked in the street, forcing traffic into opposing lanes
- Large trucks that appear oversized for our residential roads are accessing the site
- Traffic is frequently blocked, creating dangerous conditions for residents and emergency vehicle access
- Construction activities regularly continue past 7pm

I am particularly troubled by the environmental impact of this project:

- Construction activities appear to be taking place within or immediately adjacent to the river
- The environmental studies for this project were funded by the property owner, raising questions about their objectivity and thoroughness
- The potential for water quality, habitat disruption, and seasonal flooding seems significant

While I understand the need for development, this project raises serious questions about community benefit:

- A single 10,000 square foot residence does not appear to serve broader community needs
- Such large-scale luxury development will likely drive up housing prices, making our area less accessible to working families
- The scale of disruption seems disproportionate to any community benefit

I'm hoping the city can help address some of these issues:

- Review whether the project is following traffic management requirements
- Enforce better controls on where construction vehicles can park
- Look into the nighttime construction noise - it's really disruptive
- Consider getting an independent environmental review
- Think about whether projects like this fit with what's best for our community

I know others have probably complained about this, but I wanted let concerns be known. While I understand construction is part of growth, I hope you'll consider implementing stricter guidelines for future large residential projects to minimize the impact on existing residents and our environment. I would feel a lot more grace toward large construction projects lead to full time occupancy in west Ketchum. Of the last 8 years that I've owned a condo in West Ketchum we've had a large construction project within one block of us for 6 of them. None of these seem to have lead to more housing for locals (or even supply for vacation rentals.) Most seem to either be second homes or vacant.

I'd really appreciate hearing back about what can be done to address these concerns, both for this project and moving forward.

Thanks for taking the time to consider this.

Sincerely,

Ryan Gallagher + Lisa Hansen

119 Williams St.



Sent from my iPhone

Dawn Hofheimer

From: Gerri Pesch <gerrip2749@gmail.com>
Sent: Thursday, June 26, 2025 3:28 PM
To: Participate
Subject: Re: YMCA - South parking lot housing

Follow Up Flag: Follow up
Flag Status: Flagged

Last Friday, I suffered a major stroke (a clot in my brain) and I just want to add that, by the grace of God, and the quick intervention from our EMT's and St. Lukes, I had minimal to no damage. However, on the way to the airport to be medivaced to Boise, I was able to visit with EMT (Keith). He is commuting from Twin Falls (for some time) because his landlord more than doubled his rent and he could not find affordable housing.....and he's not alone in this problem. More than ever, I realize how critical our FIRST RESPONDERS (Fire, EMT, Police & Hospital) are and how we need to better provide for them. What they do is "life altering/saving". They should be at the "top of the list" for affordable housing! I also believe that anyone even considered for "affordable housing" must absolutely LIVE and/or WORK in BLAINE COUNTY. NANNY'S are NOT Essential workers (they work for a private individual - not the community)! Teachers are essential and full time. You should see my drift - we need to be pretty absolute about who is essential and where the money is coming from to build housing.

On to my next point: **LIMELIGHT HOTEL**

I agree that they should be able to convert some rooms to condos..... only with the stipulation that they pay LARGE "In Lieu" fees for AFFORDABLE HOUSING! They stand to make MILLIONS \$\$ and I believe this community should be actively involved in the decision making process and there is complete transparency from our "elected" administration on the collection & distribution of the funds. In the past, very few of us actually knew what happened to all the "In Lieu" funds that were collected....they just seemed to have disappeared. There's definitely a "Trust" issue because of the seemingly rampant over-development that's been happening with this administration - it appears heavily in favor of the DEVELOPERS and NOT the COMMUNITY! I believe that the majority of us are not rabidly against considerate, intelligent development, that truly considers the COMMUNITY'S needs/wants, but that is not what has been happening. Many feel it's a waste of time to even verbalize their opinions, because they don't seem to be listened to. Please listen, thank you

Gerri Pesch

On Mon, Jun 23, 2025 at 10:42 AM Gerri Pesch <gerrip2749@gmail.com> wrote:

Yes, I think we need to put housing there!

That lot is sparsely used and we desperately need AFFORDABLE housing, especially for our essential workers.... many of whom have had to move out of the valley because their landlords have raised their rents to unaffordable amounts. I think special consideration should be given to paramedics & fire personnel, because it is near the fire station. I also think at least 30-40% should be dedicated to low income for "normal wage earners" who work in our shops, restaurants and businesses IN KETCHUM. We also need to consider Elders, who live on "fixed incomes" and comprise the bulk of our volunteer staff for our many non-profits. The lack of affordable housing is changing the vital character of our community, and we need to mitigate that NOW!

Gerri Pesch

Dawn Hofheimer

From: mike wallett <mwallettmaui@yahoo.com>
Sent: Friday, June 27, 2025 12:06 PM
To: Participate
Subject: Leash Laws

Follow Up Flag: Follow up
Flag Status: Flagged

I am writing this because I'm a responsible dog owner and I am so freaking tired of people's dogs running up to my dog when he is on leash. There are far too many people not leashing their dogs and walking around town. You guys need to do something about this start fucking writing tickets because I've never seen anything like it.

[Sent from Yahoo Mail for iPhone](#)

Proposed YMCA project

From Kevin Hicks <ghosttree22@gmail.com>

Date Sun 6/22/2025 8:43 AM

To Participate <participate@ketchumidaho.org>

To Whom It May Concern:

Unfortunately, a family obligation will keep me from attending the public meeting at City Hall this Tuesday morning. Please accept this email in lieu of my presence.

I write as a concerned resident to encourage the City to rebid this project with a scoring system that truly prioritizes essential workers. I'll add that the final plan should not depend on street parking on either Saddle Road or Lewis Street.

I also encourage the City to explore building units on underutilized land at the water treatment facility and around the hospital, and by upzoning existing low income housing in the trailer parks and elsewhere.

Last, I encourage the City to act in these matters with greater transparency and inclusiveness. Doing so would better demonstrate the good faith, respect, and sense of responsibility to the future that are presumably among your highest principles.

Sincerely, and with gratitude for your service,

Kevin Hicks

--

Kevin Hicks

ghosttree22@gmail.com

208-309-5648

June 20, 2025

Mayor Bradshaw and Members of the Ketchum City Council

Ketchum City Hall
191 5th St W
Ketchum, ID 83340

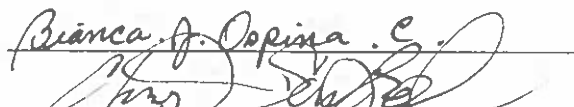

Dear Mayor Bradshaw and Council members,

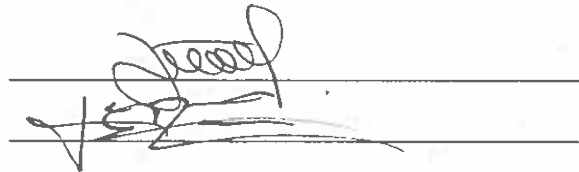
We are writing as families currently living in affordable housing, which is community housing, here in Ketchum. As residents of Bluebird Village, we include working class families, individuals and retirees. Some of us have been in Ketchum most of our lives and worked for St Lukes, pharmacies, locally owned businesses. We've served you food while working in downtown restaurants and we've maintained your homes and cars, we've taught your children and coached sports over the years. We are participating in the Ketchum economy and love living, working and playing here. We pay taxes, we volunteer, we ride our bikes and enjoy the trails and parks here. Our affordable home and thus, our livelihood, has been made possible by the City of Ketchum leveraging funds and using federal housing tax credits to build beautiful homes – allowing us to stay and thrive here. These apartments are not just buildings; they are homes, and launchpads for families to grow and continue to contribute to Ketchum's vibrant fabric.

We want to express our strong support for the proposed housing development located at the South Y site. It is ideally suited for redevelopment into affordable community housing that does not cost Ketchum much. It is walkable and bikeable, it's connected to pathways and will be a great place for Ketchum's families to thrive. We will be better when the people who make it our community work—from teachers and janitors to hospitality workers and caregivers—can afford to live here. A healthy, inclusive community requires housing at all income levels. The proposed 26 units will not solve all our community housing problems, but it will address some.

To date the City has prioritized this site through a rigorous planning process, please proceed. Thank you for your leadership and commitment to making Ketchum a community that works for everyone.

Sincerely,



Jaslyn Taylor
ly

Tyler
Jenny Zarn

Residents of Bluebird Village

Cyndy King

From: Pat Higgins <pathiggins@cox.net>
Sent: Saturday, June 28, 2025 8:19 AM
To: Participate
Subject: Public comment comp plan

Dear City Council,

It looks to me like you have a lot of VERY important issues on your plate. Rather than speeding thru the process, wouldn't it be wise to table some of these issues till after the election? The Comp Plan is of high priority and I see it gets very confusing for those of us who are trying to follow mixed in with other issues that need addressing. Now we are talking about a roundabout at Lewis and Warm Springs.... The tax increase for combining the fire departments was rushed thru and many people had no clue what it was for. BCRD will soon be proposing their needs, again another tax increase.

Your meetings are marathons, the next meeting July 7th at the tail end of the 4th of July holiday and during Allen and Co. is bad timing in my opinion. It really feels like you are rushing through these decisions, many meetings are standing room only, the public wants to be involved.

One of the discussions during the scope of the comp plan was addressing the Mcanville property by the hospital for higher density for housing. I can't seem to find any of this in the proposed comp plans. Wouldn't this be a good idea to further explore and discuss rather than putting higher density in neighborhoods that are against it? Why don't you keep the 2014 comp plan in place and move on?

Pat Higgins
Sent from my iPad

Cyndy King

From: Joe L'Heureux <joelheureux@gmail.com>
Sent: Friday, June 27, 2025 5:25 PM
To: Participate
Subject: High density in Warm Springs

I would like to voice my opinion on the high density proposal for the Warm Springs area. I am vehemently against any changes to the building code in warm Springs in favor of higher density or building elevations. As a local homeowner, constituent, and business owner who moved here originally in 1988. I have lived in Ketchum, Sun Valley and Hailey and have seen this town change in a way that is unsustainable. We have finite resources in the Wood River Valley and continual growth is against the will of the majority of local residents. We moved here because it wasn't overrun with people and development and want to keep it that way. Everyone can't move here, that's a fact and it was never deemed an "affordable" place to live. Stop the continual growth and put an end to it once and for all. Again, we have finite resources and this valley cannot sustain the projected increases in population that Blaine County is projecting. Constant growth is not the answer. Stop promoting this place and subsidising airfare for people that can readily afford to come here. Use the extra \$'s from the LOT to preserve this valley, not continue to build and ruin this place we all love and call home!

Joe L'Heureux
2004 Warm Springs Rd
PO Box 4414
Ketchum, ID 83340
808-989-1250

Cyndy King

From: csbinkley@comcast.net
Sent: Tuesday, July 1, 2025 5:41 PM
To: Participate
Subject: Just what is the City Council thinking about upzoning Warm Springs Rd?

Dear Mayor and City Council Members,

I know you are facing a difficult decision on whether or not to adopt the new "Comprehensive" plan. I urge you to reject, or at least delay adoption as this plan is deeply flawed.

The City is proposing to upzone large parts of the Warm Springs area from low- and medium-density residential to High-Density Residential ("HDR"). The proposal also eliminates the possibility of single-family houses ("SFH") as part of mixed-use developments. It also would permit "small-scale commercial and office" buildings in the HDR zones. This proposal is fraught with problems.

The purpose of zoning is to balance serving community needs with maintaining the character of existing neighborhoods. The proposed changes do not achieve this balance because:

- The scale of the proposed HDR zones is completely inconsistent with the surrounding neighborhoods.
- The current medium-density zoning in many places along Warm Springs Rd. provides for considerable new housing.
- Excluding SFH is inconsistent with the surrounding neighborhoods.
- Permitting three stories is largely inconsistent with the existing development pattern in the area and the possibility of higher buildings is completely inconsistent.
- Until the City gets control of short-term rentals, it is likely that many new units will be developed and purchased for that use and not for permanent workforce housing.
- There is currently no commercial development on Warm Springs Rd west of Saddle Rd. except for the Warm Springs base at Mt. Baldy. Allowing commercial development here would be completely inconsistent with the

nature of the adjacent neighborhoods and indeed all of Warm Springs Road more generally.

- Finally, and perhaps most importantly, the added density would create enormous traffic problems along Warm Springs Rd. These problems likely would force the City to expand it to four lanes. Given the topography and likely eminent domain issues needed to acquire the necessary right of way, upgrading the road would be costly and take a long time. Until the road was upgraded, a fire coming down Warm Spring canyon, as has happened in the past, would comprise an emergency evacuation nightmare.
- Most importantly, it would appear that the so-called “Comprehensive” plan has not included *any* quantitative analysis of the traffic impact of the increased density along Warm Springs Rd. How could a responsible City Council approve a plan without this critical information?

I could provide a lot of details describing these problems (and I have in an earlier note to the City) but let me just highlight two here.

The first is this: if the City were truly concerned with increasing density along Warm Springs, why on earth did the City permit the SFH development just south of the Fields between Warm Springs Rd and Warm Springs Creek? Because of that site’s unique topography, perhaps nowhere else in Ketchum could you find a better place to build 5+ story community/work-force housing without impacting adjacent neighborhoods. A truly “comprehensive” plan would have found this sort of opportunity. Unfortunately, this plan does not.

The second and more important problem is traffic along Warm Springs Rd. I don’t have analytical access to the very nice GIS maps comparing the 2014 and proposed zoning plans. Based on a rough eyeball assessment, it looks like the proposal would add some 30-35 acres of HDR zoning along Warm Springs Rd. At the maximum increased density in the HDR zone, this could add nearly 2000 cars per day along Warm Springs Rd.

This increased traffic likely would necessitate traffic lights along Warm Springs to permit entry from the many entering roads, especially those from the north. The additional traffic likely would lead to significant congestion—we already see such congestion when exiting west from Main/ID 75 onto Warm Springs Rd. There would be pressure to add lanes to Warm Springs Rd. Due to the topography and the likely need for eminent domain seizure of adjacent properties, this would end up being a costly and contentious effort.

Thinking about congestion, has the City thought about the capacity for emergency evacuation of all these new residents in the event of a fire coming down the Warm Springs Canyon? One nearly got here in 2017, and our planet's warming is not going to make the gravity of this issue recede. The only way out for residents in this part of Ketchum is to head east on Warm Springs Rd. If density along the road increases, it is not hard to imagine the California-like disaster of an evacuation.

So, here's the biggest problem of all: as near as I can tell, the Comprehensive Plan contains absolutely no detailed and quantitative analysis of the traffic impacts of the proposed density increases. Maybe I missed it, but if not, how can a City Council member possibly vote to support such an incomplete and irresponsible plan?

Clark S. Binkley
#30
130 Four Seasons Way
Ketchum, ID



CITY OF KETCHUM
MINUTES OF THE CITY COUNCIL
Monday, June 16, 2025, at 4 PM
191 5th Street West, Ketchum, ID

CALL TO ORDER: *(00:00:15 in video)*

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

ROLL CALL CITY COUNCIL: *(00:00:18 in video)*

Mayor Neil Bradshaw
Spencer Cordovano (online)
Amanda Breen
Courtney Hamilton
Tripp Hutchinson

ALSO PRESENT:

Jade Riley—City Administrator
Brent Davis—Finance Director & City Treasurer (online and in person)
Trent Donat—City Clerk & Business Manager
Daniel Hansen—Director of Community Engagement
Carissa Connelly—Housing Director (joined in the middle of the meeting)
Morgan Landers—Director of Planning and Building
Abby Riven – Senior Planner
Matt Johnson—City Legal Counsel (via teleconference)

COMMUNICATIONS FROM MAYOR AND COUNCIL: *(Comments started at 00:00:44 in video)*

- Amanda Breen – Commented regarding PO Box rate increasing and fee exemption filing for residents
- Spencer Cordovano - multiple topics
- Neil Bradshaw introduced Kelsie Montierth – intern from WHITE PETERSON GIGRAY & NICHOLS, P.A. (City’s law firm) plus multiple other topics.

CONSENT AGENDA: *(00:06:33 in video)*

- Amanda Breen commented on Item 14 – 291 North Second Avenue errors in staff report referring to Second Street instead of Second Avenue *(00:06:41 in video)*

Motion to approve Consent Agenda item numbers #2 - #16. *(00:07:16 in video)*

MOVER: Courtney Hamilton

SECONDER: Tripp Hutchinson

AYES: Spencer Cordovano, Amanda Breen, Courtney Hamilton, Tripp Hutchinson

RESULT: Motion Passes

PUBLIC HEARING: *(00:07:30 in video)*

17. Recommendation to review the Planning & Zoning Commission's recommendation and approve Resolution 25-012 adopting the Cohesive Ketchum 2025 Comprehensive Plan - Senior Planner Abby Rivin

- Neil Bradshaw summarized this agenda item and thanked the Community *(00:07:30 in video)*

- Abby Riven presented agenda item (00:08:40 in video)
- Neil Bradshaw asked for questions and clarifications before public hearing and Courtney asked question along with asking public for direction when they comment in public hearing (00:29:02)
- **Public Comments Opened (00:30:03 in video)**
 - Heidi Schertanner made public comment in person (00:30:48 in video)
 - Ron Strateotto made public comment in person (00:33:31 in video)
 - Cassie Able made public comment in person (00:35:48 in video)
 - Perry Boyle made public comment in person (00:38:07 in video)
 - Keith Perry made public comment in person (00:41:57 in video)
 - Annie Corrock made public comment in person (00:44:05 in video)
 - Michelle Stennett made public comment in person (00:47:44 in video)
 - Edith Idler made public comment in person (00:50:33 in video)
 - Jeff Smart made public comment in person (00:54:10 in video)
 - Minette Burcheski made public comment in person (00:55:55 in video)
 - Ned Burns made public comment in person (00:59:25 in video)
 - Barbara Amick made public comment in person (01:01:20 in video)
 - Matt Moyer made public comment in person (01:05:08 in video)
 - Susie Michael made public comment in person (01:08:36 in video)
 - Yonna Weidemann made public comment in person (01:12:02 in video)
 - Ed Simon made public comment online (01:13:55 in video)
- **Public Comments Closed (01:15:20 in video)**

Questions, comments, and discussion by the Council. (01:15:27 in video)

- Neil Bradshaw, Matt Johnson, and Morgan participated in the discussion

Motion made to continue public hearing on July 7, 2025, to review the Planning & Zoning Commission's recommendation to approve Resolution 25-012 adopting the Cohesive Ketchum 2025 Comprehensive Plan – Neil Bradshaw (02:01:27 in video)

MOVER: Courtney Hamilton

SECONDER: Tripp Hutchinson

AYES: Spencer Cordovano, Amanda Breen, Courtney Hamilton, Tripp Hutchinson

RESULT: Motion Passes

- Comment from Tripp Hutchinson on the comprehensive plan discussion (02:02:06)

18. Recommendation to conduct third reading of Ordinance 1262 and approve Ordinance 1262 (revised eBike regulations) – City Administrator Jade Riley (02:02:53 in video)

- Neil Bradshaw summarized this agenda item, and Jade Riley commented no further comments (02:03:20 in video)
- **Public Comments Opened (02:03:52 in video)**
 - Hawkins Cavanee made public comment in person with response explanation from Neil Bradshaw (02:04:14 in video)
 - Alicia Cavanee made public comment in person (02:06:34 in video)
 - Heidi Schertanner made public comment in person (02:08:21 in video)
 - Jade Riley made clarifying point for this ordinance and educational next steps (02:09:04 in video)

- **Public Comments Closed** (02:10:29 in video)
 - Jamie Shaw (Chief of Police) made clarifying statements on misdemeanor aspect of this proposed ordinance. Neil participated in this comment/discussion. (02:10:46 in video)

Questions, comments, and discussion by the Council. (02:13:33 in video)

- Neil Bradshaw, Jade Riley, and Chief Jamie Shaw participated in the discussion

Motion made to approve the third and final reading of Ordinance 1262 read by title only while staff continues to coordinate with other jurisdictions on unified ordinance language and coordinated education campaigns (revised eBike regulations) (02:20:59 in video)

MOVER: Amanda Breen

SECONDER: Tripp Hutchinson

AYES: Spencer Cordovano, Amanda Breen, Courtney Hamilton, Tripp Hutchinson

RESULT: Motion Passes

Third Reading of Ordinance #1262 by title only.

Read by: Trent Donat (02:21:27 in video)

19. Recommendation to conduct public hearing and first reading of Ordinance 1263 for Intermountain Gas Franchise Agreement – City Administrator Jade Riley (02:22:31 in video)

- Neil Bradshaw summarized this agenda item and Jade Riley presented with a final clarification on potentially waiving the three readings by title only (02:22:35 in video)
 - Franchise agreements have a different process vs. normal ordinance approval process that Jade outlined (02:26:37 in video)

Questions, comments, and discussion by the Council. (02:27:14 in video)

- Neil Bradshaw and Jade Riley participated in the discussion
- **Public Comments Opened** (02:30:14 in video)
- **Public Comments Closed** (02:30:35 in video)

Motion made to conduct public hearing and first reading of Ordinance 1263 for Intermountain Gas Franchise Agreement (02:31:08 in video)

MOVER: Courtney Hamilton

SECONDER: Amanda Breen

AYES: Spencer Cordovano, Amanda Breen, Courtney Hamilton

NAYS: Tripp Hutchinson

RESULT: Motion Passes

First Reading of Ordinance #1263 by title only.

Read by: Trent Donat (02:31:32 in video)

NEW BUSINESS:

20. Recommendation to approve SMR Development Letter of Commitment and Memorandum of Understanding 25-009 - Housing Director Carissa Connelly (02:32:59 in video)

- Neil Bradshaw summarized topic, he welcomed Shellan Rodriguez from SMR Development and The Pacific Companies, and Carissa Connelly (Housing Director) presented with Shellan Rodriguez (Developer) and Jade Riley (Parking) (02:33:04 in video)

Neil Bradshaw asked for questions, comments, and discussion by council members. (03:08:58 in video)

- Neil Bradshaw, Jade Riley, Carissa Connelly, and Shellan Rodriguez participated in the discussion
- Neil Bradshaw suggested bringing this agenda item back for further discussion on 6/24/25 at the “SPECIAL MEETING” Budget Workshop
 - Council decided to continue discussion at 6/24/2025 “SPECIAL MEETING” Budget Workshop

ADJOURNMENT:

Motion to adjourn. (03:51:13 in video)

MOVER: Courtney Hamilton

SECONDER: Spencer Cordovano

AYES: Amanda Breen, Courtney Hamilton, Spencer Cordovano, Tripp Hutchinson

RESULT: Adjourned

Neil Bradshaw, Mayor

ATTEST:

Trent Donat, City Clerk

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

[Report].GL Account Number = "0110000000"- "9700000000", "9910000000"- "9911810000"

Invoice Detail.Voided = No,Yes

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
GENERAL FUND					
01-3400-1100 PLANNING FEES					
DAVIDSON, JOHN	061225	Application Fee Refund	1,150.00		0
Total :			1,150.00		
LEGISLATIVE & EXECUTIVE					
01-4110-4910 MYR/CNCL-TRAINING/TRAVEL/MTG					
HUTCHINSON, TRIPP	06132025	DC Travel Reimbursement Housing Conference	1,802.36		0
Total LEGISLATIVE & EXECUTIVE:			1,802.36		
ADMINISTRATIVE SERVICES					
01-4150-2505 HEALTH REIMBURSEMENT ACCT(HRA)					
NBS-NATIONAL BENEFIT SERVI	1071300	Cafeteria plan debit card fees	18.00		0
01-4150-3100 OFFICE SUPPLIES & POSTAGE					
GEM STATE PAPER & SUPPLY	1141524-02	Splenda restock	64.28		0
WORTH PRINTING	8262	Printing of budget books and bindings	681.79		0
01-4150-4200 PROFESSIONAL SERVICES					
HDR ENGINEERING, INC.	1200729293	Professional services for on-call services	1,915.50		0
NESTED STRATEGIES	1271	Philanthropy counsel and event support for May 2025	3,187.50		0
TAYLOR JENSEN, CPA	1008	May & June Accounting Consulting Retainer	3,000.00		0
GALLAGHER BENEFIT SERVICE	343853	June 2025 Consulting Services	2,083.33		0
FD VENTURES, LLC	2025-04	Community Engagement/Event Support	3,333.34	25102	0
01-4150-4900 PERSONNEL TRAINING/TRAVEL/MTG					
ATKINSONS' MARKET	4842131	Budget Workshop Refreshments	115.37		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
01-4150-5100 TELEPHONE & COMMUNICATIONS					
CENTURY LINK	333450155 061	Monthly telecom communication services	87.41		0
01-4150-5110 COMPUTER NETWORK					
INTEGRATED TECHNOLOGIES	263699	Contract for copier/printing equipment and usage charges	647.87		0
CLEARMINDGRAPHICS	7165	Website security updates and maintenance service	225.00		0
01-4150-5150 COMMUNICATIONS					
FD VENTURES, LLC	2025.03	Community Engagement Support	3,333.34		0
01-4150-5200 UTILITIES					
IDAHO POWER	2203990334 06	2203990334 131 E River St, 296 N 1st Ave Light Center	67.67		0
IDAHO POWER	2206570869 06	2206570869 171 E River St	5.26		0
IDAHO POWER	2224128120 06	2224128120 191 5th St W	1,069.84		0
IDAHO POWER	2260077785 06	2260077785 180 E 1st St Whse	138.08		0
INTERMOUNTAIN GAS	76053745030 0	76053745030 191 W 5th St	34.89		0
Total ADMINISTRATIVE SERVICES:			20,008.47		
LEGAL					
01-4160-4200 PROFESSIONAL SERVICES					
WHITE PETERSON LAW FIRM	24892R 053125	Legal services and consulting charges for May 2025 activities	16,500.00		0
01-4160-4270 CITY PROSECUTOR					
ALLINGTON, ESQ., FREDERICK	120334	Monthly Prosecutor Payment	3,883.33		0
Total LEGAL:			20,383.33		
PLANNING & BUILDING					
01-4170-3200 OPERATING SUPPLIES					
COPY CENTER LLC	3646	Printed cohesive Ketchum Comp Plan books with spiral binding	285.00		0
01-4170-4200 PROFESSIONAL SERVICES					
CLARION ASSOCIATES LLC	10185	Professional services for Ketchum comprehensive plan code update	3,531.22		0
MATTISON, ROBYN	2025.05	Engineering consulting for planning, permitting, and project review services	10,578.75		0
S & C ASSOCIATES LLC	3469-3472	Professional consulting services for engineering and			

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
S & C ASSOCIATES LLC	3469-3472	development projects	100.00		0
		Professional consulting services for engineering and development projects	310.00		0
01-4170-4210 PROFESSIONAL SERVICES - IDBS					
SAFEBUILT LLC	1827332	Building inspections and consulting services for May 2025 period	9,281.25		0
SAFEBUILT LLC	1971461	Building permit and plan check fees for various Ketchum permits.	82,766.53		0
01-4170-4220 PROF SVCS-FLOOD PLAIN PROG REM					
HARMONY DESIGN & ENGINEE	25205	Engineering services and project reviews	2,288.75		0
01-4170-4400 ADVERTISING & LEGAL PUBLICATIO					
COPY CENTER LLC	3645	Printing and mailing of public notice postcards	31.90		0
Total PLANNING & BUILDING:			109,173.40		
NON-DEPARTMENTAL					
01-4193-4200 PROFESSIONAL SERVICE					
SKINNER FAWCETT	1922	Legal services and counsel fees for May 2025	450.00		0
CITY OF HAILEY	111846019	Microbidity policy development project	1,993.42		0
BACKGROUND INVESTATION B	INV-73203	Annual background investigation package	168.00		0
01-4193-4220 IT PROFESSIONAL SERVICES					
SPEED GOAT TECHNOLOGY LLC	2230225	IT services, onsite support, KnowBe4 updates, meetings	1,350.00		0
SPEED GOAT TECHNOLOGY LLC	2230237	IT services	1,600.00		0
01-4193-9930 GENERAL FUND OP. CONTINGENCY					
SNEE, MOLLY	2025.07	July Retainer	1,000.00		0
ELECTRICAL WHOLESALE SUPP	S5941382.001	(2) LEO's Lighting	1,086.27		0
Total NON-DEPARTMENTAL:			7,647.69		
FACILITY MAINTENANCE					
01-4194-3200 OPERATING SUPPLIES					
GEM STATE PAPER & SUPPLY	1143550	Cleaning supplies, tissues, paper towels, toilet paper, trash bags	1,980.74		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
01-4194-4200 PROFESSIONAL SERVICES					
BIG WOOD LANDSCAPE, INC.	32032	Landscaping services and labor at Forest Service Park	1,545.72		0
BIG WOOD LANDSCAPE, INC.	32086	Paver and walkway installation	3,320.00		0
IRISH ELECTRIC	52125	Electrical upgrade materials and labor	2,304.60		0
01-4194-4210 PROFESSIONAL SERVC-CITY TREES					
ARBOR CARE	18106	2025 Plant Healthcare Contract	9,160.64	25103	0
01-4194-4220 PROF SERV-CITY BEAUTIFICATION					
LILY & FERN, LLC	5710	2025 Seasonal City Flowers	9,937.49	25087	0
LILY & FERN, LLC	5850	Garden bed maintenance	192.50		0
LILY & FERN, LLC	5851	Garden bed maintenance services rendered, May 2025.	315.00		0
MOSS GARDEN CENTER	23	Bark	95.90		0
MOSS GARDEN CENTER	237401	Pro-Mix Potting Mix	95.98		0
MOSS GARDEN CENTER	62625	Garden tools and plants	234.83		0
SUPER TREES	UT-INV114720	Trees	3,496.00		0
01-4194-5200 UTILITIES					
CLEAR CREEK DISPOSAL	1820473	Portable restroom service and rental	176.00		0
CLEAR CREEK DISPOSAL	1820474	Commercial waste removal and portable restroom service	382.87		0
CLEAR CREEK DISPOSAL	1820475	Waste removal at Rotary Park	195.35		0
CLEAR CREEK DISPOSAL	1820477	Restroom Service & Rent at Atkinsons Park	587.98		0
CLEAR CREEK DISPOSAL	1823619	Waste disposal service for 131 River St	96.42		0
IDAHO POWER	2201272487 06	2201272487 480 E 4th St Rest	48.25		0
IDAHO POWER	2203313446 06	2203313446 900 N 3rd Ave Rest	26.43		0
IDAHO POWER	2206452274 06	2206452274 900 N 3rd Ave Pmp	180.44		0
IDAHO POWER	2206452274 06	2206452274 571 5th St Spkr	26.34		0
IDAHO POWER	2208794558 06	2208794558 EV Charger	39.21		0
INTERMOUNTAIN GAS	32649330001 0	32649330001 130 S 1st Ave	27.46		0
INTERMOUNTAIN GAS	32649330001 0	32649330001 130 S 1 Ave	27.46		0
INTERMOUNTAIN GAS	44919030005 0	44919030005 131 River St	18.97		0
INTERMOUNTAIN GAS	44919030005 0	44919030005 131 River St	11.07		0
INTERMOUNTAIN GAS	65669030002 0	65669030002 491 E SV Rd Fire Pit	15.45		0
INTERMOUNTAIN GAS	65669030002 0	65669030002 491 SV Rd Fire Pit	16.59		0
01-4194-5300 CUSTODIAL & CLEANING SERVICES					
WESTERN BUILDNG MAINTEN	0148201-IN	Monthly janitorial services for municipal buildings	4,637.00		0
WESTERN BUILDNG MAINTEN	0148478-IN	Monthly janitorial services provided at multiple city locations.	4,637.00		0
01-4194-5900 REPAIR & MAINTENANCE-BUILDINGS					
SENTINEL FIRE & SECURITY, IN	112605	Alarm monitoring service for museum	89.61		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
SENTINEL FIRE & SECURITY, IN	112746	Fire/security monitoring service invoice for JulySeptember period	114.00		0
THORNTON HEATING	67707	HVAC spring service and filter replacement	1,722.00		0
SCHINDLER ELEVATOR	8106921362	Quarterly preventive elevator maintenance	1,244.49		0
01-4194-5910 REPAIR & MAINT-491 SV ROAD					
CINTAS	4232709099	Mat rental and cleaning service	48.16		0
CLEAR CREEK DISPOSAL	1820478	Commercial waste and recycling disposal	907.03		0
IDAHO POWER	2202522062 06	2202522062 491 E Sun Valley Rd	513.64		0
INTERMOUNTAIN GAS	17499804809 0	17499804809 491 E SV Rd	142.95		0
INTERMOUNTAIN GAS	17499804809 0	17499804809 491 E SV Rd	20.60		0
SENTINEL FIRE & SECURITY, IN	112943	Fire system monitoring charges July-September 2025.	80.34		0
THORNTON HEATING	67618	HVAC service labor	390.00		0
01-4194-5950 REPAIR & MAINT-WARM SPRINGS PR					
CLEAR CREEK DISPOSAL	1820476	Trash, waste, restroom service and rental	1,736.99		0
CLEAR CREEK LAND CO. LLC	49682	Mobile storage rental	231.00		0
CLEAR CREEK LAND CO. LLC	50096	Mobile storage rent	231.00		0
IDAHO POWER	2226452353 06	2226452353 299 Bald Mtn Rd	362.76		0
PIPECO, INC.	S5958131.001	PVC nipples	3.52		0
PIPECO, INC.	S5963857.001	Irrigation supply parts	38.12		0
SAWTOOTH WOOD PRODUCTS, I	153175	Belt	49.14		0
ROCKWELL BYPASS	673	Annual association dues invoice for water rights holders	161.33		0
01-4194-6000 REPAIR & MAINT-AUTOMOTIVE EQUI					
WARM SPRINGS AUTO PARTS LL	209268	Wipers	25.90		0
01-4194-6100 REPAIR & MAINT--MACHINERY & EQ					
SAWTOOTH WOOD PRODUCTS, I	153473	Lawnmower repair and parts	254.83		0
01-4194-6950 MAINTENANCE					
A.C. HOUSTON LUMBER CO.	2506-885255	Tarp	13.99		0
A.C. HOUSTON LUMBER CO.	2506-886342	Anchor shackles and quick link	37.94		0
A.C. HOUSTON LUMBER CO.	2506-888199	Cable ties	53.99		0
A.C. HOUSTON LUMBER CO.	2506-889959	Fasteners	14.28		0
A.C. HOUSTON LUMBER CO.	2506-890279	Toilet brush	9.99		0
A.C. HOUSTON LUMBER CO.	2506-891041	Anchor Shackle	5.99		0
CHATEAU DRUG CENTER	3009732	Hose clamp	1.61		0
CHATEAU DRUG CENTER	3010725	Padlock	9.49		0
CHATEAU DRUG CENTER	3011572	Blowoff Duster	9.49		0
CHATEAU DRUG CENTER	3015648	Blowoff Duster	9.49		0
CHATEAU DRUG CENTER	3016686	Bleach	12.34		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
CHATEAU DRUG CENTER	3019139	Grabber tool	28.49		0
MOSS GARDEN CENTER	235825	Bark	79.92		0
MOSS GARDEN CENTER	236993	Top soil	4.79		0
MOSS GARDEN CENTER	237502	Rainwand	22.39		0
PIPECO, INC.	S5933960.001	Fittings and nozzles for irrigation	54.73		0
PIPECO, INC.	S5939306.001	PVC cap	7.17		0
PIPECO, INC.	S5942744.001	Irrigation supply parts and rotors for facility maintenance.	45.85		0
PIPECO, INC.	S5962219.001	Hose end timer	47.42		0
PIPECO, INC.	S5968875.001	Repair kit, plugs	98.02		0
PIPECO, INC.	S5974918.001	Adapters	11.93		0
PIPECO, INC.	S5976043.001	Adapters, PVC parts, sprinkler outlets	59.42		0
PIPECO, INC.	S5976838.001	Drip tube	16.42		0
PIPECO, INC.	S5977462.001	Insert tees	13.12		0
PIPECO, INC.	S5977683.001	Tubing, stakes	28.54		0
PIPECO, INC.	S5979588.001	Irrigation parts invoice for facility maintenance.	21.62		0
PIPECO, INC.	S5981164.001	Latching, stakes	66.74		0
WEBB LANDSCAPING	K-IN-205207	Garden wire	23.96		0
CLEARSTREAM RECYCLING SY	11796	Recycling event boxes and printing plates	4,010.00		0
Total FACILITY MAINTENANCE:			57,016.23		
POLICE					
01-4210-3500 MOTOR FUELS & LUBRICANTS					
CHRISTENSEN INC.	CL89026	CSOs CFN	50.26		0
01-4210-4200 PROFESSIONAL SERVICES					
EASY TOWING LLC	884	Vehicle towing and relocation services for chip seal	575.00		0
01-4210-4250 PROF.SERVICES-BCSO CONTRACT					
BLAINE COUNTY CLERK/RECOR	201090	BCSO Law Enforcement Services	159,837.92		0
01-4210-5100 TELEPHONE & COMMUNICATIONS					
CENTURY LINK	333466365 061	Monthly telephone and internet communication services	197.16		0
Total POLICE:			160,660.34		
FIRE & RESCUE					
01-4230-3200 OPERATING SUPPLIES FIRE					
ATKINSONS' MARKET	5949594	Detergent	28.48		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
CHATEAU DRUG CENTER	3014731	Remote control and cables	37.51		0
CHATEAU DRUG CENTER	3017342	Cleaning supplies	24.67		0
COPY & PRINT, L.L.C.	5970	Notary stamp	16.00		0
WHITE CLOUD COFFEE LLC	IN-98463	Coffee	122.91		0
01-4230-3210 OPERATING SUPPLIES EMS					
ATKINSONS' MARKET	5949594	Detergent	28.48		0
BOUNDTREE MEDICAL	85812199	Medical supplies including gloves and patient transporter	1,088.50		0
BOUNDTREE MEDICAL	85813782	Medical supplies and emergency equipment	1,395.31		0
CHATEAU DRUG CENTER	3014731	Remote control and cables	37.51		0
CHATEAU DRUG CENTER	3017342	Cleaning supplies	24.67		0
COPY & PRINT, L.L.C.	5970	Notary stamp	15.99		0
NORCO	43966872	Cylinder rental invoice for June 2025 - medical	193.50		0
HENRY SCHEIN	42872555	Medical supplies	95.48		0
HENRY SCHEIN	42928899	Medical supply invoice for atropine sulfate injection	13.64		0
PRIMARY PHARMACEUTICALS	60004	Pharmaceuticals- Etomidate	290.37		0
WHITE CLOUD COFFEE LLC	IN-98463	Coffee	122.91		0
SKYLINE PHARMACEUTICALS I	101277	Pharmaceutical products: Tetracaine and Ondansetron	415.92		0
01-4230-3500 MOTOR FUELS & LUBRICANTS FIRE					
CHRISTENSEN INC.	CL89024	1001221 - Fire CFNs	216.95		0
01-4230-3510 MOTOR FUELS & LUBRICANTS EMS					
CHRISTENSEN INC.	CL89024	1001221 - Fire CFNs	216.94		0
01-4230-4200 PROFESSIONAL SERVICES FIRE					
ESRI	900049669	ArcGIS Online annual subscription software invoice	350.00		0
SPEED GOAT TECHNOLOGY LLC	2230227	IT consulting services and configuration work performed in May- Fire District	1,260.00		0
01-4230-4210 PROFESSIONAL SERVICES EMS					
ESRI	900049669	ArcGIS Online annual subscription software invoice	350.00		0
SPEED GOAT TECHNOLOGY LLC	2230227	IT consulting services and configuration work performed in May- Fire District	1,260.00		0
01-4230-4920 TRAINING-FACILITY					
CLEAR CREEK DISPOSAL	1820471	Portable restroom rental and waste removal services- Training Facility	72.44		0
IDAHO POWER	2224210258 06	2224210258 219 Lewis St	40.89		0
01-4230-5100 TELEPHONE & COMMUNICATION FIRE					
AT&T MOBILITY LLC	287307161044	FirstNet cellular wireless monthly	335.89		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
01-4230-5110 TELEPHONE & COMMUNICATION EMS					
AT&T MOBILITY LLC	287307161044	FirstNet cellular wireless monthly	335.88		0
01-4230-5200 UTILITIES					
IDAHO POWER	2226144497 06	2226144497 107 Saddle Rd	1,494.76		0
INTERMOUNTAIN GAS	26223127833 0	26223127833 107 Saddle Rd	54.06		0
01-4230-5900 REPAIR & MAINTENANCE-BUILDINGS					
A.C. HOUSTON LUMBER CO.	2506-891412	Rod, Concrete Dry Mix	29.67		0
A.C. HOUSTON LUMBER CO.	2506-892471	Door Stop Kit	10.99		0
01-4230-6000 REPAIR & MAINT-AUTO EQUIP FIRE					
HUGHES FIRE EQUIPMENT, INC.	624493	Fire equipment valve	62.42		0
PIPECO, INC.	S5980533.001	Hose clamps	5.26		0
WARM SPRINGS AUTO PARTS LL	209031	Diagnostic tool- station supply	22.47		0
WARM SPRINGS AUTO PARTS LL	209285	Squad car battery	109.97		0
01-4230-6010 REPAIR & MAINT-AUTO EQUIP EMS					
WARM SPRINGS AUTO PARTS LL	209031	Diagnostic tool- station supply	22.48		0
WARM SPRINGS AUTO PARTS LL	209285	Squad car battery	109.98		0
01-4230-6100 REPAIR & MAINT--MACHINERY & EQ					
A.C. HOUSTON LUMBER CO.	2506-885391	Spray paint	6.99		0
01-4230-6110 REPAIR & MAINT--MACHINERY & EQ					
A.C. HOUSTON LUMBER CO.	2506-885391	Spray paint	6.99		0
Total FIRE & RESCUE:			10,326.88		
STREET					
01-4310-3200 OPERATING SUPPLIES					
ATKINSONS' MARKET	3069731	Chip Seal Snacks	31.77		4310047
DAVIS EMBROIDERY INC.	46954	Streets & Facilities Embroidery	60.00		4310047
WARM SPRINGS AUTO PARTS LL	209104	Car wash	24.95		4310044
01-4310-3400 MINOR EQUIPMENT					
BELLEVUE VALLEY COUNTRY S	89223/9	Fuel pump parts	377.25		4310044

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
01-4310-3500 MOTOR FUELS & LUBRICANTS					
WARM SPRINGS AUTO PARTS LL	209153	Floor Dry	65.85		4310044
VALLEY WIDE COOPERATIVE	89223 /9	Fuel pump components and supplies	377.25		4310044
VALLEY WIDE COOPERATIVE	U001B428	Unleaded gasoline	1,058.88		4310044
VALLEY WIDE COOPERATIVE	U001B429	Diesel fuel	3,282.14		4310044
01-4310-4200 PROFESSIONAL SERVICES					
SENTINEL FIRE & SECURITY, IN	112606	Fire alarm monitoring for maintenance building	105.06		4310037
01-4310-4900 PERSONNEL TRAINING/TRAVEL/MTG					
LOCAL HIGHWAY TECHNICAL A	T242225BPR-4	T2 - Training Delivery	80.00		4310047
LOCAL HIGHWAY TECHNICAL A	T25625BS-4	T2 - Training Delivery	80.00		4310047
LOCAL HIGHWAY TECHNICAL A	T26525FC-5	T2 - Training Delivery	300.00		4310047
01-4310-5200 UTILITIES					
IDAHO POWER	2204882910 06	2204882910 200 E 10th, 260 E 10th	534.46		4310047
INTERMOUNTAIN GAS	32649330001 0	32649330001 200 E 10th St, 911 Warm Springs	319.58		4310047
INTERMOUNTAIN GAS	32649330001 0	32649330001 200 E 10 St/911 Warm Springs	106.36		4310047
INTERMOUNTAIN GAS	49439330009 0	49439330009 260 E 10 St	20.02		4310047
01-4310-6000 REPAIR & MAINT--AUTOMOTIVE EQU					
NAPA AUTO PARTS	211084	LED lights	26.97		4310044
NAPA AUTO PARTS	226469	Seat covers	378.99		4310044
KARL MALONE FORD HAILEY	16687	Ford Lightning emergency charger	540.00		4310044
01-4310-6100 REPAIR & MAINT--MACHINERY & EQ					
CAR DOCTOR INC.	2951	Transmission replacement for Sign Truck	4,754.48		4310044
KETCHUM AUTO INC	108042	A/C Charge on Sweeper	407.74		4310044
METROQUIP, INC.	P33154	Element for Pelican Sweeper	254.80		4310044
NAPA AUTO PARTS	198494	Work & Flood Lights	102.58		4310044
NAPA AUTO PARTS	203328	Automotive battery	182.69		4310044
NAPA AUTO PARTS	210834	Clamp	19.94		4310044
NAPA AUTO PARTS	225452	Absorbent pad	125.99		4310044
NAPA AUTO PARTS	226470	Fleetrunner Belt	77.03		4310044
01-4310-6910 OTHER PURCHASED SERVICES					
A.C. HOUSTON LUMBER CO.	2506-896547	Wire Rope Thimble, Wire Cup Brush, Tip Blade, Wire Brush	66.63		4310044
CINTAS	4233473636	Uniform and mat rental invoice with garments listed	39.17		4310044
CINTAS	4234922006	Mat and uniform cleaning	16.92		4310047
CINTAS	5276654003	First aid supplies and cabinet service	94.59		4310047
D & B SUPPLY INC.	7005	Work boots	159.99		4310044

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
GEM STATE PAPER & SUPPLY	1142656	Paper supplies	156.84		4310044
METROCOUNT	INV11780	6V Welded Battery Pack - Speed Counters	170.00		4310044
NORCO	43722653	Cylinder rental	271.25		4310044
SAFETY-KLEEN CORP.	97156861	Waste pickup, solvent service, chemistry and recovery fees.	263.12		4310044
SENTINEL FIRE & SECURITY, IN	112712	Fire alarm monitoring fee for 3 months	105.06		4310047
TREASURE VALLEY COFFEE INC	2160:11037497	Coffee	121.30		4310047
01-4310-6930 STREET LIGHTING					
IDAHO POWER	2200749261 05	2200749261 Street Lights	386.08		4310050
IDAHO POWER	2200749261 06	2200749261 Misc Street Lights	485.05		4310050
IDAHO POWER	2201013857 06	2201013857 160 W 6th St Light	30.65		4310050
IDAHO POWER	2201174667 06	2201174667 6th & Main	5.89		4310050
IDAHO POWER	2202627564 06	2202627564 411 N Main Light	27.30		4310050
IDAHO POWER	2203855230 06	2203855230 291 N Walnut Ave Light	49.97		4310050
IDAHO POWER	2204535385 06	2204535385 420 E 4th St Lights	44.27		4310050
IDAHO POWER	2204882910 06	2204882910 41C Lights, Street Lights, Traffic Light	615.70		4310050
IDAHO POWER	2205963446 06	2205963446 421 N Leadville Light	32.43		4310050
IDAHO POWER	2206773224 06	2206773224 600 E 2nd St Lights	28.60		4310050
IDAHO POWER	2207487501 06	2207487501 560 N 1st Ave Lights	27.76		4310050
IDAHO POWER	2208316659 06	2208316659 391 N 1st Ave Lights	29.58		4310050
IDAHO POWER	2208791562 06	2208791562 1st & Main	43.72		4310050
01-4310-6950 MAINTENANCE & IMPROVEMENTS					
A.C. HOUSTON LUMBER CO.	2506-889972	Spray paint	87.92		4310033
A.C. HOUSTON LUMBER CO.	2506-894273	Spray paint	32.97		4310033
A.C. HOUSTON LUMBER CO.	2506-895544	Concrete dry mix	20.52		4310033
ATKINSONS' MARKET	3069118	Ice	18.90		4310035
ATKINSONS' MARKET	3069738	Chip Seal Snacks	9.67		4310035
ATKINSONS' MARKET	3071026	Chip Seal Snacks	31.77		4310033
ATKINSONS' MARKET	4010475	Chip Seal Snacks	47.23		4310035
ATKINSONS' MARKET	7693522	Chip Seal Snacks	395.23		4310035
COLOR HAUS, INC.	XY32U	Paint invoice for traffic marking materials.	64.95		4310035
LUTZ RENTALS	163455-1	Chop saw rental	14.75		4310033
WALKER SAND AND GRAVEL	1500697	Sand, gravel, roadbase	842.40		4310033
WALKER SAND AND GRAVEL	1503683	Aggregate materials	282.75		4310033
WALKER SAND AND GRAVEL	1507912	Clean fill, commercial roadbase	489.73		4310033
IDAHO MATERIALS & CONSTRU	6621916	Asphalt materials and surcharge for paving project	2,847.80		4310033
SPECIALTY CONSTRUCTION SU	0255489-IN	Delineators, pads, and bases	1,023.87		4310033
VALLEY WIDE COOPERATIVE	89116/9	Propane tank exchange	49.98		4310033

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
Total STREET:			23,227.09		
RECREATION					
01-4510-3100 OFFICE SUPPLIES & POSTAGE					
BUSINESS AS USUAL INC.	169473	Stationery and office supplies	180.95		0
01-4510-3200 OPERATING SUPPLIES					
A.C. HOUSTON LUMBER CO.	2506-895171	Lumber	24.31		0
PRESS PRINT HOUSE	1944	Parks T Shirts	144.00		0
WOOD RIVER LOCK SHOP, LLC	21050	Keys	22.00		0
01-4510-3250 RECREATION SUPPLIES					
CHATEAU DRUG CENTER	3010249	Miscellaneous recreation supplies	38.00		0
CHATEAU DRUG CENTER	3010388	Miscellaneous recreation supplies	20.70		0
CHATEAU DRUG CENTER	3013032	Sunscreen, labels	52.22		0
CHATEAU DRUG CENTER	3013721	Pens	28.49		0
CHATEAU DRUG CENTER	3013852	Foam Bat & Ball	32.28		0
CHATEAU DRUG CENTER	3018524	Glue, lotion, shaving cream	38.90		0
CHATEAU DRUG CENTER	61025	Cleaning supplies, first aid supplies, sunscreen	58.04		0
JOHNSON, AMY	070525	Tennis Ball Purchase	119.00		0
01-4510-3300 RESALE ITEMS-CONCESSION SUPPLY					
SYSCO	240749598.1	Miscellaneous Food Products for After School Programs	72.39		0
01-4510-3500 MOTOR FUELS & LUBRICANTS					
CHRISTENSEN INC.	CL89025	1001222 - Parks CFN	40.80		0
01-4510-4200 PROFESSIONAL SERVICE					
ENVIRONMENTAL RESOURCE C	137	Afterschool science program sessions	1,715.00		0
01-4510-5200 UTILITIES					
IDAHO POWER	2206452274 06	2206452274 900 N 3rd Ave Rec	258.68		0
Total RECREATION:			2,845.76		
Total GENERAL FUND:			414,241.55		
WAGON DAYS FUND					

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
WAGON DAYS EXPENDITURES					
02-4530-4400 ADVERTISING & LEGAL PUBLICATIO					
WOOD RIVER WEEKLY	2129	Magazine full page advertising	332.50		0
Total WAGON DAYS EXPENDITURES:			332.50		
Total WAGON DAYS FUND:			332.50		
GENERAL CAPITAL IMPROVEMENT FD					
GENERAL CIP EXPENDITURES					
03-4193-7110 DOWNTOWN CORE SIDEWALK (P)					
CANYON EXCAVATION. LLC	3180	2nd & 5th Sidewalk	97,783.00	25104	0
03-4193-7135 MAIN STREET REHAB					
STRATA	TF2500918-IN	CONSTRUCTION MATERIAL TESTING	11,496.93	24099	713501
IDAHO MATERIALS & CONSTRU	222066	MAIN STREET REHABILITATION CONTRACT	294,981.56	24088	0
IDAHO MATERIALS & CONSTRU	222066	MAIN STREET REHABILITATION CONTRACT	442,472.33	24088	713501
JACOBS ENGINEERING GROUP, I	W3Y18400-017	TO4 CONSTRUCTION SERVICES PED - CONTINUED	8,473.50	24066	713501
JACOBS ENGINEERING GROUP, I	W3Y29200-004	TO4 CONSTRUCTION SERVICES ROAD - CONTINUED	29,999.15	24066	713502
JACOBS ENGINEERING GROUP, I	W3Y29200-004	TO4 CONSTRUCTION SERVICES PED - CONTINUED	24,333.30	24066	713501
03-4193-9930 GENERAL FUND CIP CONTINGENCY					
TRADEMARK DESIGN & FABRIC	5824	Conceptual Signage Kit	7,800.00	25139	0
Total GENERAL CIP EXPENDITURES:			917,339.77		
FACILITY MAINT CIP EXPENDITURE					
03-4194-7135 FOREST SRV PARK RENOVATION					
THORNTON HEATING	67566	HVAC for Forest Service Building project	11,470.00		0
PEAK VENTURE GROUP LLC	2600	Forest Service Park Roof and Siding Renovations	19,681.67	25090	0
03-4194-7155 ROTARY PARK REHABILITATION					
LUNCEFORD EXCAVATION, INC.	17921	Excavation work for Town Square umbrella bases	21,000.00		0
LUTZ RENTALS	163397-1	Rental of boom lift	286.20		0
03-4194-7160 TOWNE SQUARE DESIGN SCOPE					
GGLO	2023040.01-00	Professional design services for Ketchum Town Square project	5,662.50		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
Total FACILITY MAINT CIP EXPENDITURE:			58,100.37		
FIRE & RESCUE CIP EXPENDITURES					
03-4230-7100 UTILITY/PICK-UP TRUCK					
JEFF'S GRAPHICS	7928	Vinyl graphics manufacture and installation- Utility 1	2,220.00		0
03-4230-7130 PPE (TURNOUT GEAR)					
CURTIS TOOLS FOR HEROES	INV952336	Fire department shields and name passports	1,052.85		0
CURTIS TOOLS FOR HEROES	INV956081	PPE- turnout boots	615.00		0
MES SERVICE COMPANY LLC	IN2285385	Duty boots	126.45		0
Total FIRE & RESCUE CIP EXPENDITURES:			4,014.30		
Total GENERAL CAPITAL IMPROVEMENT FD:			979,454.44		
ORIGINAL LOT FUND					
ORIGINAL LOT TAX					
22-4910-6060 EVENTS/PROMOTIONS					
CLEAR CREEK DISPOSAL	1820472	Portable restroom rental and service	307.61		491005
WOOD RIVER WEEKLY	2129	Magazine full page advertising	332.50		491005
WORTH PRINTING	8317	Signage printing for Summer Solstice event	369.90		491035
IN A LANDSCAPE	060525	Summer Solstice Musician	17,500.00		0
BANDED CANYON, LLC	1	Promotional bandanas and medals for Summer Solstice event	228.04		491035
Total ORIGINAL LOT TAX:			18,738.05		
Total ORIGINAL LOT FUND:			18,738.05		
ADDITIONAL1%-LOT FUND					
ADDITIONAL 1%-LOT					
25-4910-4220 SUN VALLEY AIR SERVICE BOARD					
SUN VALLEY AIR SERVICE BOA	060425	April 2025 MOS	89,579.48		0
Total ADDITIONAL 1%-LOT:			89,579.48		
Total ADDITIONAL1%-LOT FUND:			89,579.48		

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
COMMUNITY HOUSING					
COMMUNITY HOUSING EXPENSE					
54-4410-3100 GENERAL OFFICE					
CONNELLY, CARISSA	053125	Conference Travel Reimbursement	189.05		0
RIAN ROONEY	053125	Conference Travel Reimbursement	980.87		0
54-4410-4200 PROFESSIONAL SERVICES					
AGNEW BECK CONSULTING INC	20216	Consulting services for RFP and housing support	675.00		0
SACHA, LEONARDO PADILLA	050225	Staff Spanish Classes	450.00		0
BUDGET LAWN & SERVICES	1045	Plumbing labor service for tenant apartment sink at 291 N. 2nd Ave.	75.00		0
54-4410-4225 DEED RESTRICTIONS					
INTERNATIONAL MINUTE PRES	91369	Printing and mailing services for Ownership and Preservation campaign	2,104.60		0
INTERNATIONAL MINUTE PRES	91384	Shipping remaining Ownership and Preservation campaign postcards	32.53		0
54-4410-4250 LIFT TOWER LODGE PROFF SVCS					
OFFICE BRIGHT INC	2117	Office cleaning services for May; regular and extra rooms.	525.00		0
OFFICE BRIGHT INC	2137	Cleaning services for June	350.00		0
SAWTOOTH PLUMBING & HEATI	47699	Plumbing repair and parts invoice for shower repair work.	233.88		0
SENTINEL FIRE & SECURITY, IN	112157	Quarterly fire/security monitoring service invoice	104.85		0
SPRAGUE PEST SOLUTIONS	5805595	Monthly rodent and pest control service	87.50		0
SPRAGUE PEST SOLUTIONS	5837570.1	Pest control service: rodent monitoring, exterior/interior treatment.	87.50		0
SPRAGUE PEST SOLUTIONS	5837571	Monthly rodent control and pest prevention service	125.00		0
ENVIRO	2720	Lead paint testing	326.32		0
THE APPLIANCE SERVICE COMP	19819	Repair service for dryer	150.00		0
54-4410-5200 LIFT TOWER LODGE UTILITIES					
CLEAR CREEK DISPOSAL	1820470	Monthly commercial waste removal and rent charges	539.47		0
IDAHO POWER	2208260063 06	2208260063 703 S Main St	208.85		0
IDAHO POWER	2226910376 06	2226910376 702 S Main St	445.70		0
54-4410-5210 291 N 2ND AVE UTILITIES					
IDAHO POWER	2227900418 06	2227900418 291 N 2nd Ave	241.14		0
54-4410-5900 LIFT TOWER LDG REPAIR & MAINT					
A.C. HOUSTON LUMBER CO.	2505-884282	Towels, cleaner, fasteners, sandpaper	19.76		0
CHATEAU DRUG CENTER	3015349	Batteries	18.99		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
CHATEAU DRUG CENTER	3016761	Batteries	37.98		0
DONERIGHT PAINTING	CK 1	Painting services and materials for exterior and bathroom areas.	3,634.25		0
Total COMMUNITY HOUSING EXPENSE:			11,643.24		
Total COMMUNITY HOUSING:			11,643.24		
WATER FUND					
63-3700-3600 REFUNDS & REIMBURSEMENTS					
ALLFREY, CHARLIE	063025	Utility Refund Overpayment	627.75		0
Total :			627.75		
WATER EXPENDITURES					
63-4340-3200 OPERATING SUPPLIES					
CINTAS	4233473516	Mats, towels, mops	34.71		0
INTEGRATED TECHNOLOGIES	263699	Contract for copier/printing equipment and usage charges	57.00		0
PIPECO, INC.	S5960568.001	Irrigation supplies	73.17		0
63-4340-3600 COMPUTER SOFTWARE					
FERGUSON ENTERPRISES, LLC	924906	Waterworks software support	3,700.00		0
63-4340-3800 CHEMICALS					
OXARC INC	32358457	Sodium hypochlorite chemical	346.72		0
OXARC INC	32362288	Chlorine chemical delivery	346.72		0
63-4340-4200 PROFESSIONAL SERVICES					
DIG LINE	0076620-IN	Monthly fee and DP Assessment	167.70		0
ROBERTS ELECTRIC	13734	Professional Services on Rotary Pump	150.00		0
SPRONK WATER ENGINEERS IN	WRV03-23	Engineering services for Big Wood River GW Technical Group.	153.13		0
63-4340-5000 ADMINISTRATIVE EXPENSE-GEN FND					
OPAL ENGINEERING, PLLC	1128	Engineering consulting services for water main and fee update.	400.00		0
63-4340-5200 UTILITIES					
IDAHO POWER	2202458903 06	2202458903 110 River Ranch Rd Optc	504.33		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
IDAHO POWER	2203658592 06	2203658592 Wells and Boosters	12,759.15		0
INTERMOUNTAIN GAS	32649330001 0	32649330001 110 River Ranch Rd A	26.02		0
INTERMOUNTAIN GAS	32649330001 0	32649330001 110 River Ranch A	13.16		0
63-4340-6000 REPAIR & MAINT-AUTO EQUIP					
WARM SPRINGS AUTO PARTS LL	209142	Car Wash, grease	33.90		0
63-4340-6100 REPAIR & MAINT-MACH & EQUIP					
A.C. HOUSTON LUMBER CO.	2506-896041	Washer, nut, coupler, threaded rod	108.18		0
FERGUSON ENTERPRISES, LLC	917585	Waterworks cables	456.00		0
LUNCEFORD EXCAVATION, INC.	17712	Excavation and water service work with equipment and labor.	3,505.57		0
LUNCEFORD EXCAVATION, INC.	17881	Excavation services and materials for utility repair work	9,190.86		0
LUTZ RENTALS	162384-1	Cam Locks	19.00		0
LUTZ RENTALS	162539-1	Cam Locks	19.05		0
LUTZ RENTALS	163103-1	Rental of weed burner equipment	99.95		0
MOUNTAINLAND SUPPLY COMP	S106977909.00	Pipe fittings	292.17		0
Total WATER EXPENDITURES:			32,456.49		
WATER DEBT SERVICE EXPENDITRES					
63-4800-4200 PROF.SERVICES-PAYING AGENT					
ZIONS BANK	3872588B-9 20	Revenue Bond Series 2015B - Admin Fee	450.00		0
Total WATER DEBT SERVICE EXPENDITRES:			450.00		
Total WATER FUND:			33,534.24		
WATER CAPITAL IMPROVEMENT FUND					
WATER CIP EXPENDITURES					
64-4340-7809 S. KETCHUM WATER LINE PROJ. A					
CANYON EXCAVATION. LLC	3182	S KETCHUM REDUNDANT WATERLINE PROJECT A	24,000.00	25072	0
OPAL ENGINEERING, PLLC	1128	Engineering consulting services for water main and fee update.	4,951.25		0
OPAL ENGINEERING, PLLC	1162	Contract engineering services	2,445.00		0
64-4340-7810 S. KETCHUM WATER LINE PROJ. B					
CANYON EXCAVATION. LLC	3181	S KETCHUM REDUNDANT WATERLINE PROJECT B	90,001.70	25073	0
OPAL ENGINEERING, PLLC	1128	Engineering consulting services for water main and fee update.	4,951.25		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
OPAL ENGINEERING, PLLC	1162	Contract engineering services	2,445.00		0
Total WATER CIP EXPENDITURES:			128,794.20		
Total WATER CAPITAL IMPROVEMENT FUND:			128,794.20		
WASTEWATER FUND					
65-3700-3600 REFUNDS & REIMBURSEMENTS					
ALLFREY, CHARLIE	063025	Utility Refund Overpayment	1,968.97		0
Total :			1,968.97		
WASTEWATER EXPENDITURES					
65-4350-3200 OPERATING SUPPLIES					
A.C. HOUSTON LUMBER CO.	2506-891614	Batteries and fasteners	22.84		0
CHATEAU DRUG CENTER	3013634	Kleenex	12.52		0
CINTAS	4233473516	Mats, towels, mops	61.31		0
D & B SUPPLY INC.	3246167	Workwear	204.92		0
D & B SUPPLY INC.	8116	Workwear	139.97		0
GEM STATE PAPER & SUPPLY	1142875	Paper towels	145.88		0
GEM STATE PAPER & SUPPLY	1143587	Tissues, paper towels	114.66		0
INTEGRATED TECHNOLOGIES	263699	Contract for copier/printing equipment and usage charges	46.57		0
TREASURE VALLEY COFFEE INC	2160:11024862	Coffee supply invoice for utility department goods	107.14		0
UPS STORE #2444	MMN7FR5CT	UPS Ground shipping for lab samples	16.06		0
UPS STORE #2444	MMN7FR5QCJ	UPS Ground shipping for lab samples	16.11		0
UPS STORE #2444	MMN7FR5UR	UPS Ground shipping for lab samples	16.06		0
UPS STORE #2444	MMN7FR5YA	UPS Ground shipping for lab samples	16.06		0
UPS STORE #2444	MMNFR56SHJ	UPS Ground shipping for lab samples	16.06		0
WOOD RIVER LOCK SHOP, LLC	21233	Keys	36.00		0
BECKART ENVIRONMENTAL, IN	98373	Polymer chemical	136.55		0
65-4350-3500 MOTOR FUELS & LUBRICANTS					
VALLEY WIDE COOPERATIVE	U001B313	Diesel fuel	1,384.50		0
65-4350-5100 TELEPHONE & COMMUNICATIONS					
CENTURY LINK	333803119 061	Monthly telecom service	85.75		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
65-4350-5200 UTILITIES					
IDAHO POWER	2202158701 06	2202158701 110 River Ranch Rd	9,962.26		0
IDAHO POWER	2202703357 06	2202703357 1001 Chief Joseph Ct	28.74		0
INTERMOUNTAIN GAS	32649330001 0	32649330001 110 River Ranch Rd Grit, C, Sludge Loading, A	98.67		0
INTERMOUNTAIN GAS	32649330001 0	32649330001 110 River Ranch Rd Grit, C, Sludge Loading	48.07		0
INTERMOUNTAIN GAS	32649330001 0	32649330001 110 River Ranch A	13.16		0
INTERMOUNTAIN GAS	58208688554 0	58208688554 110 River Ranch Rd Mechanical Screening	15.45		0
65-4350-6000 REPAIR & MAINT-AUTO EQUIP					
CHATEAU DRUG CENTER	2019296	Bolts	5.85		0
LES SCHWAB	11700945178	Tire repair and parts for vehicle service	55.40		0
65-4350-6100 REPAIR & MAINT-MACH & EQUIP					
PIPECO, INC.	S5941737.001	Sprinkler rotors and PVC nipples	62.28		0
PLATT ELECTRIC SUPPLY	6J30408	Electrical plug	46.52		0
STANDARD PLUMBING SUPPLY	YTXG60	Plumbing supplies	254.00		0
65-4350-6900 COLLECTION SYSTEM SERVICES/CHA					
DIG LINE	0076620-IN	Monthly fee and DP Assessment	167.70		0
PIPECO, INC.	S5945310.001	Green flags	15.05		0
PIPECO, INC.	S5969713.001	Green marking paint	142.70		0
Total WASTEWATER EXPENDITURES:			13,494.81		
Total WASTEWATER FUND:			15,463.78		
WASTEWATER CAPITAL IMPROVE FND					
WASTEWATER CIP EXPENDITURES					
67-4350-7815 AERATION BASINS BLOWERS & ELEC					
BANYAN TECHNOLOGY INC.	21361	PLC Programming, Project Coordination and Start-up for Aeration Basin Modification	17,852.42	25080	0
HDR ENGINEERING, INC.	1200731208	TASK ORDER #3: SERVICES DURING CONSTRUCTION FOR AERATION UPGRADES PROJECT	14,960.26	24055	0
67-4350-7818 ROTARY DRUM THICK & DEWATERING					
HDR ENGINEERING, INC.	1200731612	TASK ORDER #5 - SOLIDS DEWATERING DESIGN	4,393.42	24071	0
Total WASTEWATER CIP EXPENDITURES:			37,206.10		

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
Total WASTEWATER CAPITAL IMPROVE FND:			37,206.10		
PARKS/REC DEV TRUST FUND					
PARKS/REC TRUST EXPENDITURES					
93-4900-5900 WARM SPRINGS PRESERVE					
S & C ASSOCIATES LLC	3469-3472	Professional consulting services for engineering and development projects	128.15		0
S & C ASSOCIATES LLC	3469-3472	Professional consulting services for engineering and development projects	336.85		100
93-4900-5910 WARM SPRINGS PRESR-RESTORATION					
WORTH PRINTING	8351	Warm Springs Preserve donor/matching postcards	149.18		0
93-4900-7700 WATCH ME GROW GARDEN					
MOSS GARDEN CENTER	236208	Tomato cages	35.14		0
WEBB LANDSCAPING	K-IN-203904	Fertilizer, gloves	79.93		0
Total PARKS/REC TRUST EXPENDITURES:			729.25		
Total PARKS/REC DEV TRUST FUND:			729.25		
Grand Totals:			1,729,716.83		

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

[Report].GL Account Number = "0110000000"- "9700000000", "9910000000"- "9911810000"

Invoice Detail.Voided = No,Yes



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

I move to approve new Alcohol Beverage License and Alcohol Beverage License Renewals for the applicants included in the staff report.

Reasons for Recommendation:

- Ketchum Municipal Code requires certain licenses to sell liquor, beer or wine.
- The attached applications are for the periods of July 7, 2025 – August 31, 2025 and September 1, 2025 – August 31, 2026
- Council approval is requested to complete the process of issuing such beer, wine and liquor licenses

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

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 September 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.

Currently, the following businesses have filed for their license and Council approval is requested to complete the process of issuing such beer, wine and liquor licenses.

Sustainability Impact:

None

Financial Impact:

Revenue:

Attachments:

1. Table of License
2. Beer, Wine & Liquor-by-the-Drink License Applications

<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>
Sawtooth Club	X				X
Warm Springs Lodge	X				X
China Panda	X	X	X	X	
Atkinsons		X		X	
KB's	X	X	X		
Barbara's Party Rentals		X		X	
Zenergy	X		X	X	
Cellar Pub	X	X			X
River Run Lodge	X				X
Wildflour Café	X		X		
Village Market		X		X	
Ketchum Hotel	X	X			X
Merlin's Magic Lantern	X		X		
FRX	X	X	X		
FRX	X	X	X		
Fiamma					X



City of Ketchum

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

Submit completed application by e-mail and fees by check or cash to the City Clerk Office, PO Box 2315, 191 W. 5th St, Ketchum, ID 83340. If renewing, you may pay online at xpressbillpay.com. For questions, please e-mail finance@ketchumidaho.org or call (208) 726-3841.

APPLICANT INFORMATION		
Applicant Name: <u>main street inc</u>		Doing Business As: <u>The Sawtooth Club</u>
Physical Address where license will be displayed: <u>231 N. main ketchum ID 83340</u>		
Mailing Address: <u>PO BOX 4318 ketchum ID 83340</u>		
Recorded Owner of Property: <u>Sawtooth Real Estate Ventures</u>		
Applicant Phone Number: <u>208-726-5233</u>		Applicant Email: <u>sawtoothclubketchum@gmail.com</u>
STATE LICENSE NO: (copy required)		COUNTY LICENSE NO: (copy required)
<p>Corporation: <input type="checkbox"/> Partnership: <input type="checkbox"/> Individual: <input checked="" type="checkbox"/></p> <p>If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho? Yes <input type="checkbox"/> No <input type="checkbox"/></p>		<p>List names and addresses of corporation officers and/or partners:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
BEER LICENSE FEES		
<input checked="" type="checkbox"/>	Draft or Bottled or Canned Beer to be consumed on premises	\$200.00
<input type="checkbox"/>	Bottled or Canned Beer NOT to be consumed on premises	\$ 50.00
WINE LICENSE FEES		
<input type="checkbox"/>	Wine, to be consumed on premises	\$200.00
<input type="checkbox"/>	Wine, NOT to be consumed on premises	\$200.00
LIQUOR LICENSE FEES		
<input checked="" type="checkbox"/>	Liquor by the Drink (Note: Liquor fee includes wine)	\$560.00
Total Fees Due		\$ <u>760.00</u>
ADDITIONAL INFORMATION		
<p>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 type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>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"/></p>		

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]

Applicant Signature

[Signature]

Relation to Business

5/4/2025

Date

City Clerk or Deputy Signature

OFFICIAL USE ONLY		
Date Received: <u>6/11/25</u>	License Fee Paid: <u>\$700.00</u>	License No: <u>30A</u>
<p>To the City Council, Ketchum, Idaho; The undersigned, a Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Individual <input checked="" type="checkbox"/>, does hereby make application for a license to sell during the year of September 1, <u>2025</u> - August 31, <u>2026</u></p> <p>Approved by City of Ketchum Idaho by;</p> <p>_____ Mayor</p>		

2026

BLAINE COUNTY
STATE OF IDAHO

No. 2026-025

RETAIL ALCOHOL BEVERAGE LICENSE

THIS IS TO CERTIFY THAT MAIN STREET INC
doing business as THE SAWTOOTH CLUB
at 231 N MAIN ST, KETCHUM, ID 83340
a(n) CORPORATION, is licensed to sell Alcoholic Beverages as stated below, subject to the provisions of
Chapters 23-903 and 23-916 Idaho Code Annotated, and the laws of the State of Idaho, Municipal Ordinances, and the
regulations of the Commissioner in regard to sale of Alcoholic Beverages and the resolution passed by the Commissioners of
said County, on file in the office of the Clerk of the Board at the Blaine County Courthouse, Hailey, Idaho.

State License Issue Date: 08/01/2025

Transfer Fee

Bottled/canned beer, Consumed off premise	\$0.00
Bottled/canned beer, Consumed on premise	\$0.00
Draft beer, Includes draft, bottled, and/or canned	\$100.00
Wine by the glass	\$0.00
Wine by the bottle	\$0.00
Liquor	\$187.50
Total	\$287.50

[Signature]
Signature of Licensee or Officer of Corporation

This license is TRANSFERABLE and EXPIRES 07/31/2026.
Witness my hand and seal this 24 day of June, 2025

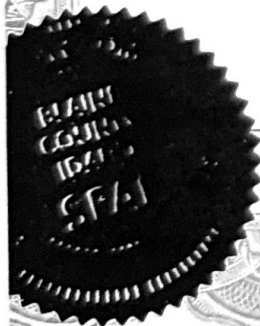
Chairman

Commissioner

[Signature]
Clerk of the Board of County Commissioners

Commissioner

(This license must be conspicuously displayed)





City of Ketchum

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

Submit completed application by e-mail and fees by check or cash to the City Clerk Office, PO Box 2315, 191 W. 5th St, Ketchum, ID 83340. If renewing, you may pay online at xpressbillpay.com. For questions, please e-mail finance@ketchumidaho.org or call (208) 726-3841.

APPLICANT INFORMATION		
Applicant Name: <u>Sun Valley, LLC</u>		Doing Business As: <u>Warm Springs Lodge</u>
Physical Address where license will be displayed: <u>201 Picabo Street, Ketchum, ID 83340</u>		
Mailing Address: <u>P.O. Box 10, Sun Valley, ID 83353</u>		
Recorded Owner of Property: <u>Sun Valley, LLC</u>		
Applicant Phone Number: <u>208-622-2222</u>		Applicant Email: <u>vschoessler@sunvalley.com</u>
STATE LICENSE NO: <u>1556</u> (copy required)		COUNTY LICENSE NO: <u>54</u> (copy required)
Corporation: <input checked="" type="checkbox"/> Partnership: <input type="checkbox"/> Individual: <input type="checkbox"/> 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"/>		List names and addresses of corporation officers and/or partners: <u>See Attached</u>
BEER LICENSE FEES		
<input checked="" type="checkbox"/>	Draft or Bottled or Canned Beer to be consumed on premises	\$200.00
<input type="checkbox"/>	Bottled or Canned Beer NOT to be consumed on premises	\$ 50.00
WINE LICENSE FEES		
<input type="checkbox"/>	Wine, to be consumed on premises	\$200.00
<input type="checkbox"/>	Wine, NOT to be consumed on premises	\$200.00
LIQUOR LICENSE FEES		
<input checked="" type="checkbox"/>	Liquor by the Drink (Note: Liquor fee includes wine)	\$560.00
Total Fees Due		\$ <u>760.00</u>
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 type="checkbox"/> No <input checked="" type="checkbox"/>		
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] COO
Applicant Signature Relation to Business

5/20/2025
Date

City Clerk or Deputy Signature

OFFICIAL USE ONLY		
Date Received: <u>6/11/25</u>	License Fee Paid: <u>\$760.00</u>	License No: <u>49A</u>
<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 September 1, <u>2025</u> - August 31, <u>2026</u></p> <p>Approved by City of Ketchum Idaho by;</p> <p>_____ Mayor</p>		

Sun Valley, LLC's Officers

Name: Scott Mayeda
Title: Vice President, General Counsel
Address: 2324 South 2200 East, Salt Lake City, UT 84109
Phone: 801-524-2752

Name: Tim Silva
Title: Vice President
Address: 104 Meadowridge Rd., Sun Valley, ID 83353
Phone: 208.622.2042

Name: Pete Sonntag
Title: Chief Operating Officer
Address: 630 Kintail Dr., Hailey, ID 83333
Phone: 208.622.2066

Name: Julie Spencer
Title: Chief Tax Officer
Address: 712 West 1275 North, Farmington, UT 84025
Phone: 801.524.2873



City of Ketchum

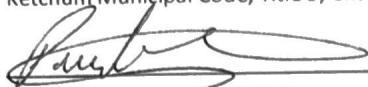
Beer, Wine & Liquor-by-the Drink License Application

Submit completed application by e-mail and fees by check or cash to the City Clerk Office, PO Box 2315, 191 W. 5th St, Ketchum, ID 83340. If renewing, you may pay online at xpressbillpay.com. For questions, please e-mail finance@ketchumidaho.org or call (208) 726-3841.

APPLICANT INFORMATION		
Applicant Name: Percy Hermoza Atausinchi		Doing Business As: China Panda Chinese Restaurant
Physical Address where license will be displayed: 515 East Ave. Ketchum, ID 83340		
Mailing Address: PO Box 293 Ketchum, ID 83340		
Recorded Owner of Property: Percy Hermoza Atausinchi		
Applicant Phone Number: 208-721-0208		Applicant Email: chinapandasv@outlook.com
STATE LICENSE NO: 1464 (copy required)	COUNTY LICENSE NO: (copy required)	
Corporation: <input type="checkbox"/> Partnership: <input type="checkbox"/> Individual: <input checked="" type="checkbox"/> If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho? Yes <input type="checkbox"/> No <input type="checkbox"/>	List names and addresses of corporation officers and/or partners: 	
BEER LICENSE FEES		
<input checked="" type="checkbox"/> Draft or Bottled or Canned Beer to be consumed on premises		\$200.00
<input checked="" type="checkbox"/> 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
<input checked="" type="checkbox"/> Wine, NOT to be consumed on premises		\$200.00
LIQUOR LICENSE FEES		
<input type="checkbox"/> Liquor by the Drink (Note: Liquor fee includes wine)		\$560.00
Total Fees Due		\$ 650.00
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 type="checkbox"/> No <input checked="" type="checkbox"/>		
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.

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Applicant Signature

Owner

Relation to Business

06/18/2025

Date

City Clerk or Deputy Signature

OFFICIAL USE ONLY		
Date Received: 6/18/25	License Fee Paid: \$650	License No: 70A
<p>To the City Council, Ketchum, Idaho; The undersigned, a Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Individual <input checked="" type="checkbox"/>, does hereby make application for a license to sell during the year of September 1, 2025 - August 31, 2026</p> <p>Approved by City of Ketchum Idaho by;</p> <p>_____ Mayor</p>		



City of Ketchum

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

Submit completed application by e-mail and fees by check or cash to the City Clerk Office, PO Box 2315, 191 W. 5th St, Ketchum, ID 83340. If renewing, you may pay online at xpressbillpay.com. For questions, please e-mail finance@ketchumidaho.org or call (208) 726-3841.

APPLICANT INFORMATION	
Applicant Name: <u>Atkinsons' Market Inc</u>	Doing Business As: <u>Atkinsons' Market</u>
Physical Address where license will be displayed: <u>451 4th St E. Ketchum, Idaho 83340</u>	
Mailing Address: <u>P.O. Box 2088 Ketchum, Idaho 83340</u>	
Recorded Owner of Property: <u>Gracobb Square LLC</u>	
Applicant Phone Number: <u>208-726-5668</u>	Applicant Email: <u>chip@atkinsons.com</u>
STATE LICENSE NO: <u>1832</u> (copy required)	COUNTY LICENSE NO: <u>34</u> (copy required)
Corporation: <input checked="" type="checkbox"/> Partnership: <input type="checkbox"/> Individual: <input type="checkbox"/> 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"/>	List names and addresses of corporation officers and/or partners: <u>Charles R. Atkinson</u> <u>Whitney J. Atkinson</u> <u>P.O. Box 2088</u> <u>Ketchum, Id. 83340</u>
BEER LICENSE FEES	
Draft or Bottled or Canned Beer to be consumed on premises	\$200.00
Bottled or Canned Beer NOT to be consumed on premises	\$ 50.00
WINE LICENSE FEES	
Wine, to be consumed on premises	\$200.00
Wine, NOT to be consumed on premises	\$200.00
LIQUOR LICENSE FEES	
Liquor by the Drink (Note: Liquor fee includes wine)	\$560.00
Total Fees Due \$ <u>250.00</u>	
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 type="checkbox"/> No <input checked="" type="checkbox"/>	
Has the applicant or any partner or actual active manager of 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.

Char R Att President

Applicant Signature

Relation to Business

5/19/2025

Date

City Clerk or Deputy Signature

OFFICIAL USE ONLY		
Date Received: <u>6/11/25</u>	License Fee Paid: <u>\$250.00</u>	License No: <u>114A</u>
<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 September 1, <u>2025</u> - August 31, <u>2026</u></p> <p>Approved by City of Ketchum Idaho by;</p> <p>_____ Mayor</p>		



City of Ketchum

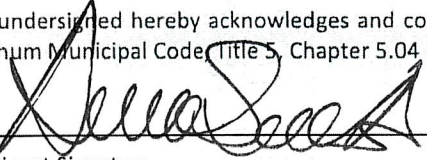
Beer, Wine & Liquor-by-the Drink License Application

Submit completed application by e-mail and fees by check or cash to the City Clerk Office, PO Box 2315, 191 W. 5th St, Ketchum, ID 83340. If renewing, you may pay online at xpressbillpay.com. For questions, please e-mail finance@ketchumidaho.org or call (208) 726-3841.

APPLICANT INFORMATION		
Applicant Name: <u>Serva Group</u>		Doing Business As: <u>KB's Burritos</u>
Physical Address where license will be displayed: <u>460 Sun Valley Rd E. suite 103 Ketchum, ID 83340</u>		
Mailing Address: <u>PO Box 3643 Ketchum, ID 83340</u>		
Recorded Owner of Property: <u>PK Ventures LLC</u>		
Applicant Phone Number: <u>208-720-0959</u>		Applicant Email: <u>angel.serva3@gmail.com</u>
STATE LICENSE NO: <u>18624</u> (copy required)		COUNTY LICENSE NO: <u>5B-18624</u> (copy required)
Corporation: <input checked="" type="checkbox"/>	List names and addresses of corporation officers and/or partners: <u>Angel Serva</u> <u>PO Box 3643</u> <u>Ketchum ID 83340</u>	
Partnership: <input type="checkbox"/>		
Individual: <input type="checkbox"/>		
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
<input checked="" type="checkbox"/>	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
	Wine, NOT to be consumed on premises	\$200.00
LIQUOR LICENSE FEES		
	Liquor by the Drink (Note: Liquor fee includes wine)	\$560.00
Total Fees Due		<u>\$ 450.00</u>
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 type="checkbox"/> No <input checked="" type="checkbox"/>		
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.



Applicant Signature

Owner

Relation to Business

5-27-2025

Date

City Clerk or Deputy Signature

OFFICIAL USE ONLY		
Date Received:	License Fee Paid	License No:
<p>To the City Council, Ketchum, Idaho; The undersigned, a Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/>, does hereby make application for a license to sell during the year of September 1, _____ - August 31, _____</p> <p>Approved by City of Ketchum Idaho by;</p> <p>_____ Mayor</p>		



City of Ketchum

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

Submit completed application by e-mail and fees by check or cash to the City Clerk Office, PO Box 2315, 191 W. 5th St, Ketchum, ID 83340. If renewing, you may pay online at xpressbillpay.com. For questions, please e-mail finance@ketchumidaho.org or call (208) 726-3841.

APPLICANT INFORMATION		
Applicant Name: <u>BARBARA AMICK</u>		Doing Business As: <u>BARBARA'S PARTY RENTALS, INC</u>
Physical Address where license will be displayed: <u>221/231 NORTHWOOD WAY, SUITE B500, KETCHUM</u>		
Mailing Address: <u>PO Box 1829 SUN VALLEY, ID 83353</u>		
Recorded Owner of Property: <u>4911 NO LLC</u>		
Applicant Phone Number: <u>208-720-1433</u>		Applicant Email: <u>bea175v@gmail.com</u>
STATE LICENSE NO: _____ (copy required)		COUNTY LICENSE NO: _____ (copy required)
Corporation: <input checked="" type="checkbox"/> Partnership: <input type="checkbox"/> Individual: <input type="checkbox"/> 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"/>		List names and addresses of corporation officers and/or partners: <u>BARBARA AMICK - Box 323 SV ID 83353</u> <u>MARK SMITH - Box 2678 KETCHUM ID 83340</u>
BEER LICENSE FEES		
<input type="checkbox"/>	Draft or Bottled or Canned Beer to be consumed on premises	\$200.00
<input checked="" type="checkbox"/>	Bottled or Canned Beer NOT to be consumed on premises	\$ 50.00
WINE LICENSE FEES		
<input type="checkbox"/>	Wine, to be consumed on premises	\$200.00
<input checked="" type="checkbox"/>	Wine, NOT to be consumed on premises	\$200.00
LIQUOR LICENSE FEES		
<input type="checkbox"/>	Liquor by the Drink (Note: Liquor fee includes wine)	\$560.00
Total Fees Due		\$ <u>250.00</u>
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 type="checkbox"/> No <input checked="" type="checkbox"/>		
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.

Barbara Smith OWNER/PRESIDENT

Applicant Signature

Relation to Business

5/10/25

Date

City Clerk or Deputy Signature

OFFICIAL USE ONLY		
Date Received: <u>6/11/25</u>	License Fee Paid: <u>\$ 250.00</u>	License No: <u>281A</u>
<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 September 1, <u>2025</u> - August 31, <u>2026</u></p> <p>Approved by City of Ketchum Idaho by;</p> <p>_____ Mayor</p>		



City of Ketchum

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

Submit completed application by e-mail and fees by check or cash to the City Clerk Office, PO Box 2315, 191 W. 5th St, Ketchum, ID 83340. If renewing, you may pay online at xpressbillpay.com. For questions, please e-mail finance@ketchumidaho.org or call (208) 726-3841.

APPLICANT INFORMATION		
Applicant Name: IEG Zenergy LLC		Doing Business As: Zenergy at Thunder Spring
Physical Address where license will be displayed: 245 Raven Rd Ketchum, ID 83340		
Mailing Address: PO Box 6013 Ketchum, ID 83340		
Recorded Owner of Property: IEG Zenergy LLC		
Applicant Phone Number: 2087250595		Applicant Email: hschlemlein@zenergysv.com
STATE LICENSE NO: (copy required)		COUNTY LICENSE NO: (copy required)
<p>Corporation: <input type="checkbox"/> Partnership: <input type="checkbox"/> Individual: <input checked="" type="checkbox"/></p> <p>If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho? Yes <input type="checkbox"/> No <input type="checkbox"/></p>		<p>List names and addresses of corporation officers and/or partners:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
BEER LICENSE FEES		
X	Draft or Bottled or Canned Beer to be consumed on premises	\$200.00
	Bottled or Canned Beer NOT to be consumed on premises	\$ 50.00
WINE LICENSE FEES		
X	Wine, to be consumed on premises	\$200.00
X	Wine, NOT to be consumed on premises	\$200.00
LIQUOR LICENSE FEES		
	Liquor by the Drink (Note: Liquor fee includes wine)	\$560.00
Total Fees Due		\$600
ADDITIONAL INFORMATION		
<p>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 type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>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"/></p>		

Premises Number: 5B-8466

Idaho State Police

Retail Alcohol Beverage License

License Year: 2026
License Number: 8466

This is to certify, that Zenergy at Thunder Spring Beer/Wine License LLC
doing business as: Zenergy at Thunder Spring


is licensed to sell alcoholic beverages as stated below at:
245 Raven Road , Ketchum, Blaine County

Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license.

County and city licenses are also required in order to operate.

Liquor	No
Beer	Yes <u>\$50.00</u>
Wine by the bottle	Yes <u>\$100.00</u>
Wine by the glass	Yes <u>\$100.00</u>
Kegs to go	No
Growlers	No
Restaurant	Yes <u>\$0.00</u>
On-premises consumption	Yes <u>\$0.00</u>
Multipurpose arena	No
Plaza	No
Brewer's Retail	No

TOTAL FEE: \$250.00


Signature of Licensee, Corporate Officer, LLC Member or Partner


ZENERGY AT THUNDER SPRING
ZENERGY AT THUNDER SPRING
PO BOX 1363

KETCHUM, ID 83340

Mailing Address

License Valid: 08/01/2025 - 07/31/2026

Expires: 07/31/2026



Director of Idaho State Police





City of Ketchum

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

Submit completed application by e-mail and fees by check or cash to the City Clerk Office, PO Box 2315, 191 W. 5th St, Ketchum, ID 83340. If renewing, you may pay online at xpressbillpay.com. For questions, please e-mail finance@ketchumidaho.org or call (208) 726-3841.

APPLICANT INFORMATION		
Applicant Name: <u>The Pub Inc.</u>		Doing Business As: <u>The Cellar Pub.</u>
Physical Address where license will be displayed: <u>400 Sun Valley Road.</u>		
Mailing Address: <u>P.O. Box 3206 Ketchum, ID 83340</u>		
Recorded Owner of Property: <u>Kenny Dudunakis / Dudunakis SV LLC</u>		
Applicant Phone Number: <u>208-622-3832</u>		Applicant Email: <u>thecellarpub@live.com</u>
STATE LICENSE NO: <u>1530</u> (copy required)	COUNTY LICENSE NO: <u>20</u> (copy required)	
Corporation: <input checked="" type="checkbox"/>	List names and addresses of corporation officers and/or partners: <u>List attached</u>	
Partnership: <input type="checkbox"/>		
Individual: <input type="checkbox"/>		
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
<input checked="" type="checkbox"/>	Bottled or Canned Beer NOT to be consumed on premises	\$ 50.00
WINE LICENSE FEES		
	Wine, to be consumed on premises	\$200.00
	Wine, NOT to be consumed on premises	\$200.00
LIQUOR LICENSE FEES		
<input checked="" type="checkbox"/>	Liquor by the Drink (Note: Liquor fee includes wine)	\$560.00
Total Fees Due		\$ <u>810.00</u>
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 type="checkbox"/> No <input checked="" type="checkbox"/>		
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.

Kurt Dennis President
Applicant Signature Relation to Business

6/11/2025
Date

City Clerk or Deputy Signature

OFFICIAL USE ONLY		
Date Received: <u>6/11/25</u>	License Fee Paid: <u>\$810</u>	License No: <u>485A</u>
<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 September 1, <u>2025</u> - August 31, <u>2026</u></p> <p>Approved by City of Ketchum Idaho by;</p> <p>_____ Mayor</p>		

Kristen Derrig -Pres., 239 D Pinewood Ln ., Ketchum, ID.

Paige Lethbridge- V.P., 138 Valleywood Dr., Ketchum, ID.

Roger Roland-Trea., 105 Corrock Dr., Ketchum, ID.

Richard Lethbridge-Sec., 138 Valleywood Dr., Ketchum, ID



City of Ketchum

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

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APPLICANT INFORMATION		
Applicant Name: <u>Sun Valley, LLC</u>		Doing Business As: <u>River Run Lodge</u>
Physical Address where license will be displayed: <u>500 River Run Plaza, Ketchum, ID 83340</u>		
Mailing Address: <u>P.O. Box 10, Sun Valley, ID 83353</u>		
Recorded Owner of Property: <u>Sun Valley, LLC</u>		
Applicant Phone Number: <u>208-622-2222</u>		Applicant Email: <u>Vschoessler@sunvalley.com</u>
STATE LICENSE NO: <u>1556</u> (copy required)		COUNTY LICENSE NO: <u>54</u> (copy required)
<p>Corporation: <input checked="" type="checkbox"/> Partnership: <input type="checkbox"/> Individual: <input type="checkbox"/> 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"/></p>		List names and addresses of corporation officers and/or partners: <u>See Attached</u>
BEER LICENSE FEES		
<input checked="" type="checkbox"/>	Draft or Bottled or Canned Beer to be consumed on premises	\$200.00
<input type="checkbox"/>	Bottled or Canned Beer NOT to be consumed on premises	\$ 50.00
WINE LICENSE FEES		
<input type="checkbox"/>	Wine, to be consumed on premises	\$200.00
<input type="checkbox"/>	Wine, NOT to be consumed on premises	\$200.00
LIQUOR LICENSE FEES		
<input checked="" type="checkbox"/>	Liquor by the Drink (Note: Liquor fee includes wine)	\$560.00
Total Fees Due		\$ <u>760.00</u>
ADDITIONAL INFORMATION		
<p>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 type="checkbox"/> No <input checked="" type="checkbox"/></p>		
<p>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"/></p>		

Sun Valley, LLC's Officers

Name: Scott Mayeda
Title: Vice President, General Counsel
Address: 2324 South 2200 East, Salt Lake City, UT 84109
Phone: 801-524-2752

Name: Tim Silva
Title: Vice President
Address: 104 Meadowridge Rd., Sun Valley, ID 83353
Phone: 208.622.2042

Name: Pete Sonntag
Title: Chief Operating Officer
Address: 630 Kintail Dr., Hailey, ID 83333
Phone: 208.622.2066

Name: Julie Spencer
Title: Chief Tax Officer
Address: 712 West 1275 North, Farmington, UT 84025
Phone: 801.524.2873



City of Ketchum

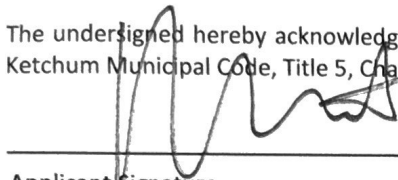
Beer, Wine & Liquor-by-the Drink License Application

Submit completed application by e-mail and fees by check or cash to the City Clerk Office, PO Box 2315, 191 W. 5th St, Ketchum, ID 83340. If renewing, you may pay online at xpressbillpay.com. For questions, please e-mail finance@ketchumidaho.org or call (208) 726-3841.

APPLICANT INFORMATION		
Applicant Name: Bryan Tempest		Doing Business As: Wildflour Cafe/Bigwood Bread
Physical Address where license will be displayed: 380 East Ave North, Ketchum ID 83340		
Mailing Address: PO BOX 6332, Ketchum ID 83340		
Recorded Owner of Property: Rita / George Golleher		
Applicant Phone Number: 208-720-8121		Applicant Email: bryan@bigwoodbread.com
STATE LICENSE NO: (copy required)		COUNTY LICENSE NO: (copy required)
Corporation: <input checked="" type="checkbox"/> Partnership: <input type="checkbox"/> Individual: <input type="checkbox"/> 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"/>		List names and addresses of corporation officers and/or partners: Rita Golleher 50 Greenhorn Road, Hailey ID 83333 George Golleher 50 Greenhorn Road, Hailey ID 83333
BEER LICENSE FEES		
<input checked="" type="checkbox"/>	Draft or Bottled or Canned Beer to be consumed on premises	\$200.00
<input type="checkbox"/>	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
<input type="checkbox"/>	Wine, NOT to be consumed on premises	\$200.00
LIQUOR LICENSE FEES		
<input type="checkbox"/>	Liquor by the Drink (Note: Liquor fee includes wine)	\$560.00
Total Fees Due		\$400.00
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 type="checkbox"/> No <input checked="" type="checkbox"/>		
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.



General Manager

Applicant Signature

Relation to Business

4/17/2025

Date

City Clerk or Deputy Signature

OFFICIAL USE ONLY		
Date Received: 5/1/25	License Fee Paid: \$400	License No: 1689A
<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 September 1, 2025 - August 31, 2026</p> <p>Approved by City of Ketchum Idaho by;</p> <p>_____ Mayor</p>		



City of Ketchum

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

Submit completed application by e-mail and fees by check or cash to the City Clerk Office, PO Box 2315, 191 W. 5th St, Ketchum, ID 83340. If renewing, you may pay online at xpressbillpay.com. For questions, please e-mail finance@ketchumidaho.org or call (208) 726-3841.

APPLICANT INFORMATION		
Applicant Name: Buxman Enterprises, Ltd.		Doing Business As: Village Market
Physical Address where license will be displayed: 100 N. Main Ketchum, ID 83340		
Mailing Address: P.O. Box 459 Glenwood Springs, CO 81602		
Recorded Owner of Property: Sun Valley Holdings, LLC		
Applicant Phone Number: 208-725-2222		Applicant Email: village@sopris.net
STATE LICENSE NO: 19399 (copy required)		COUNTY LICENSE NO: (copy required)
<p>Corporation: <input checked="" type="checkbox"/> Partnership: <input type="checkbox"/> Individual: <input type="checkbox"/> If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho? Yes <input type="checkbox"/> No <input type="checkbox"/></p>		<p>List names and addresses of corporation officers and/or partners: Johnny Buxman 904 Oxford Lane Glenwood Spgs, CO 81601 Christine Fox 302 W. Thunderbird Rd Phoenix, AZ 85023</p>
BEER LICENSE FEES		
<input type="checkbox"/>	Draft or Bottled or Canned Beer to be consumed on premises	\$200.00
X	Bottled or Canned Beer NOT to be consumed on premises	\$ 50.00
WINE LICENSE FEES		
<input type="checkbox"/>	Wine, to be consumed on premises	\$200.00
X	Wine, NOT to be consumed on premises	\$200.00
LIQUOR LICENSE FEES		
<input type="checkbox"/>	Liquor by the Drink (Note: Liquor fee includes wine)	\$560.00
Total Fees Due		\$ 250.00
ADDITIONAL INFORMATION		
<p>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 type="checkbox"/> No <input checked="" type="checkbox"/></p>		
<p>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"/></p>		

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.

Applicant Signature

Date

City Clerk or Deputy Signature

OFFICIAL USE ONLY		
Date Received:	License Fee Paid:	License No:
<p><i>To the City Council, Ketchum, Idaho;</i></p> <p><i>The undersigned, a Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/> , does hereby make application for a license to sell during the year of September 1, _____ - August 31, _____</i></p> <p>Approved by City of Ketchum Idaho by;</p> <div style="border-top: 1px solid black; width: 50%; margin-left: 0;"></div> <p>Mayor</p>		

Premises Number: 5B-19399

Idaho State Police

Retail Alcohol Beverage License

License Year: 2026
License Number: 19399

This is to certify, that Buxman Enterprises LTD
doing business as: Village Market

is licensed to sell alcoholic beverages as stated below at:
100 North Main St , Ketchum, Blaine County

Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license.

County and city licenses are also required in order to operate.

Liquor	No
Beer	Yes <u>\$0.00</u>
Wine by the bottle	Yes <u>\$100.00</u>
Wine by the glass	No
Kegs to go	No
Growlers	No
Restaurant	No
On-premises consumption	No
Multipurpose arena	No
Plaza	No
Brewer's Retail	No

TOTAL FEE: \$100.00

BUXMAN ENTERPRISES LTD
VILLAGE MARKET
PO BOX 10057

KETCHUM, ID 83340

Mailing Address

Valid

08/01/2025 - 07/31/2026

Expires
07/31/2026

2026

BLAINE COUNTY
STATE OF IDAHO

No. 2026-006


RETAIL ALCOHOL BEVERAGE LICENSE

THIS IS TO CERTIFY THAT BUXMAN ENTERPRISES LTD
doing business as VILLAGE MARKET
at 100 NORTH MAIN ST, KETCHUM, ID 83340
a(n) CORPORATION, is licensed to sell Alcoholic Beverages as stated below, subject to the provisions of Chapters 23-903 and 23-916 Idaho Code Annotated, and the laws of the State of Idaho, Municipal Ordinances, and the regulations of the Commissioner in regard to sale of Alcoholic Beverages and the resolution passed by the Commissioners of said County, on file in the office of the Clerk of the Board at the Blaine County Courthouse, Hailey, Idaho.


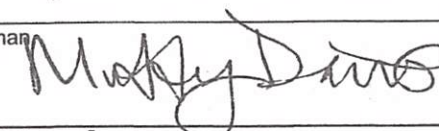
State License Issue Date: 08/01/2025

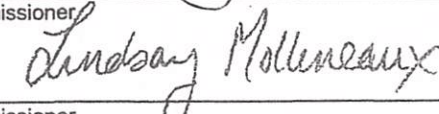
Transfer Fee

Bottled/canned beer, Consumed off premise	\$25.00
Bottled/canned beer, Consumed on premise	\$0.00
Draft beer, Includes draft, bottled, and/or canned	\$0.00
Wine by the glass	\$0.00
Wine by the bottle	\$100.00
Liquor	\$0.00
Total	\$125.00


Signature of Licensee or Officer of Corporation

This license is TRANSFERABLE and EXPIRES 07/31/2026.
Witness my hand and seal this 10 day of June, 2025


Chairman 

Commissioner 
Commissioner


Clerk of the Board of County Commissioners

(This license must be conspicuously displayed)





City of Ketchum

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

Submit completed application by e-mail and fees by check or cash to the City Clerk Office, PO Box 2315, 191 W. 5th St, Ketchum, ID 83340. If renewing, you may pay online at xpressbillpay.com. For questions, please e-mail finance@ketchumidaho.org or call (208) 726-3841.

APPLICANT INFORMATION			
Applicant Name:Merlin Cinema #1 LLC		Doing Business As:Merlin's Magic Lantern	
Physical Address where license will be displayed:100 2nd St E Ketchum ID 83340			
Mailing Address:PO Box 2788 Sun Valley ID 83353			
Recorded Owner of Property:Merlin Square LLC			
Applicant Phone Number:2087264274		Applicant Email:Robert@merlinsmagiclantern.com	
STATE LICENSE NO:	(copy required)	COUNTY LICENSE NO: (copy required)	
Corporation: <input type="checkbox"/>	List names and addresses of corporation officers and/or partners: _____ _____ _____ _____ _____		
Partnership: <input checked="" type="checkbox"/>			
Individual: <input type="checkbox"/>			
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			
X	Draft or Bottled or Canned Beer to be consumed on premises	\$200.00	
	Bottled or Canned Beer NOT to be consumed on premises	\$ 50.00	
WINE LICENSE FEES			
X	Wine, to be consumed on premises	\$200.00	
	Wine, NOT to be consumed on premises	\$200.00	
LIQUOR LICENSE FEES			
	Liquor by the Drink (Note: Liquor fee includes wine)	\$560.00	
Total Fees Due		\$400	
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 type="checkbox"/> No <input checked="" type="checkbox"/>			
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.

Robert Peterson Digitally signed by Robert Peterson
Date: 2025.06.23 11:49:48 -07'00' **Manager**

Applicant Signature

Relation to Business

6/23/25

Date

City Clerk or Deputy Signature

OFFICIAL USE ONLY		
Date Received: 6/26/25	License Fee Paid \$400	License No: 2768A
<p>To the City Council, Ketchum, Idaho; The undersigned, a Corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Individual <input type="checkbox"/>, does hereby make application for a license to sell during the year of September 1, 2025 - August 31, 2026</p> <p>Approved by City of Ketchum Idaho by;</p> <p>_____ Mayor</p>		



City of Ketchum

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

Submit completed application by e-mail and fees by check or cash to the City Clerk Office, PO Box 2315, 191 W. 5th St, Ketchum, ID 83340. If renewing, you may pay online at xpressbillpay.com. For questions, please e-mail finance@ketchumidaho.org or call (208) 726-3841.

APPLICANT INFORMATION	
Applicant Name: <u>Ketchum & Mustard LLC</u>	Doing Business As: <u>Hotel Ketchum</u>
Physical Address where license will be displayed: <u>700 N. Main St. Ketchum ID 83340</u>	
Mailing Address: <u>PO Box 4415</u>	
Recorded Owner of Property: <u>Ketchum & Mustard LLC</u>	
Applicant Phone Number: <u>208.471.4714</u>	Applicant Email: <u>carla@hotelketchum.com</u>
STATE LICENSE NO: <u>3871</u> (copy required)	COUNTY LICENSE NO: _____ (copy required)
Corporation: <input type="checkbox"/> Partnership: <input checked="" type="checkbox"/> Individual: <input type="checkbox"/>	List names and addresses of corporation officers and/or partners: _____ _____ _____ _____
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
<input checked="" type="checkbox"/> Bottled or Canned Beer NOT to be consumed on premises	\$ 50.00
WINE LICENSE FEES	
Wine, to be consumed on premises	\$200.00
Wine, NOT to be consumed on premises	\$200.00
LIQUOR LICENSE FEES	
<input checked="" type="checkbox"/> Liquor by the Drink (Note: Liquor fee includes wine)	\$560.00
Total Fees Due <u>\$ 910.00</u>	
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 type="checkbox"/> No <input checked="" type="checkbox"/>	
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"/>	

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.

Owner

Relation to Business

~~12/06/2025~~
Date

City Clerk or Deputy Signature

OFFICIAL USE ONLY		
Date Received: 6/26/25	License Fee Paid: \$810	License No: 2100A

To the City Council, Ketchum, Idaho:
 The undersigned, a Corporation ☐ Partnership ☒ Individual ☐, does hereby make application for a license to sell during the year of September 1, 2025 - August 31, 2026

Approved by City of Ketchum Idaho by:

Mayor



City of Ketchum

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

Submit completed application by e-mail and fees by check or cash to the City Clerk Office, PO Box 2315, 191 W. 5th St, Ketchum, ID 83340. If renewing, you may pay online at xpressbillpay.com. For questions, please e-mail finance@ketchumidaho.org or call (208) 726-3841.

APPLICANT INFORMATION		
Applicant Name:Merlin Cinema #1 LLC		Doing Business As:Merlin's Magic Lantern
Physical Address where license will be displayed:100 2nd St E Ketchum ID 83340		
Mailing Address:PO Box 2788 Sun Valley ID 83353		
Recorded Owner of Property:Merlin Square LLC		
Applicant Phone Number:2087264274		Applicant Email:Robert@merlinsmagiclantern.com
STATE LICENSE NO: (copy required)		COUNTY LICENSE NO: (copy required)
Corporation: <input type="checkbox"/> Partnership: <input checked="" type="checkbox"/> Individual: <input type="checkbox"/> 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"/>		List names and addresses of corporation officers and/or partners: _____ _____ _____ _____
BEER LICENSE FEES		
X	Draft or Bottled or Canned Beer to be consumed on premises	\$200.00
	Bottled or Canned Beer NOT to be consumed on premises	\$ 50.00
WINE LICENSE FEES		
X	Wine, to be consumed on premises	\$200.00
	Wine, NOT to be consumed on premises	\$200.00
LIQUOR LICENSE FEES		
	Liquor by the Drink (Note: Liquor fee includes wine)	\$560.00
Total Fees Due		\$400
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 type="checkbox"/> No <input checked="" type="checkbox"/>		
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.

Robert Peterson Digitally signed by Robert Peterson
Date: 2025.06.23 11:49:48 -07'00' **Manager**

Applicant Signature

Relation to Business

6/23/25

Date

City Clerk or Deputy Signature

OFFICIAL USE ONLY		
Date Received: 6/26/25	License Fee Paid \$400	License No: 2768A
<p>To the City Council, Ketchum, Idaho; The undersigned, a Corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Individual <input type="checkbox"/>, does hereby make application for a license to sell during the year of September 1, <u>2025</u> - August 31, <u>2026</u></p> <p>Approved by City of Ketchum Idaho by;</p> <p>_____ Mayor</p>		



City of Ketchum

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

Submit completed application by e-mail and fees by check or cash to the City Clerk Office, PO Box 2315, 191 W. 5th St, Ketchum, ID 83340. If renewing, you may pay online at xpressbillpay.com. For questions, please e-mail finance@ketchumidaho.org or call (208) 726-3841.

APPLICANT INFORMATION		
Applicant Name: <u>Page Investments II, LLC</u>		Doing Business As: <u>FRX</u>
Physical Address where license will be displayed: <u>650 N. Main St, Ketchum, ID 83340</u>		
Mailing Address: <u>PO Box 1409 Jackson, WY</u>		
Recorded Owner of Property: <u>Ketchum & Mustard LLC</u>		
Applicant Phone Number: <u>205-317-4794</u>		Applicant Email: <u>fcameron@page-investments.com</u>
STATE LICENSE NO: (copy required)		COUNTY LICENSE NO: (copy required)
Corporation: <input type="checkbox"/> Partnership: <input type="checkbox"/> Individual: <input checked="" type="checkbox"/> If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho? Yes <input type="checkbox"/> No <input type="checkbox"/>		List names and addresses of corporation officers and/or partners: <u>Frank Page PO Box 1409 Jackson, WY 83301</u>
BEER LICENSE FEES		
<input checked="" type="checkbox"/>	Draft or Bottled or Canned Beer to be consumed on premises	\$200.00
<input checked="" type="checkbox"/>	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
	Wine, NOT to be consumed on premises	\$200.00
LIQUOR LICENSE FEES		
	Liquor by the Drink (Note: Liquor fee includes wine)	\$560.00
Total Fees Due		\$ <u>450</u>
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 type="checkbox"/> No <input checked="" type="checkbox"/>		
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.

F. Cam Page Owner
Applicant Signature Relation to Business
5/27/25
Date

City Clerk or Deputy Signature

OFFICIAL USE ONLY		
Date Received: <u>6/1/25</u>	License Fee Paid: <u>\$450.00</u>	License No: <u>2829A</u>
<p>To the City Council, Ketchum, Idaho; The undersigned, a Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Individual <input checked="" type="checkbox"/>, does hereby make application for a license to sell during the year of September 1, 2025 - August 31, 2026</p> <p>Approved by City of Ketchum Idaho by;</p> <p>_____ Mayor</p>		



City of Ketchum

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

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APPLICANT INFORMATION		
Applicant Name: <u>Page Investments II, LLC</u>		Doing Business As: <u>FRX</u>
Physical Address where license will be displayed: <u>650 N. Main St, Ketchum, ID 83340</u>		
Mailing Address: <u>PO Box 1409 Jackson, WY</u>		
Recorded Owner of Property: <u>Ketchum Star Mustard LLC</u>		
Applicant Phone Number: <u>205-317-4794</u>		Applicant Email: <u>fcameron@page-investments.com</u>
STATE LICENSE NO: (copy required)		COUNTY LICENSE NO: (copy required)
Corporation: <input type="checkbox"/> Partnership: <input type="checkbox"/> Individual: <input checked="" type="checkbox"/> If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho? Yes <input type="checkbox"/> No <input type="checkbox"/>		List names and addresses of corporation officers and/or partners: <u>Frank Page PO Box 1409 Jackson, WY 83201</u> _____ _____ _____
BEER LICENSE FEES		
<input checked="" type="checkbox"/>	Draft or Bottled or Canned Beer to be consumed on premises	\$200.00
<input checked="" type="checkbox"/>	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
<input type="checkbox"/>	Wine, NOT to be consumed on premises	\$200.00
LIQUOR LICENSE FEES		
<input type="checkbox"/>	Liquor by the Drink (Note: Liquor fee includes wine)	\$560.00
Total Fees Due		\$ <u>450</u>
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 type="checkbox"/> No <input checked="" type="checkbox"/>		
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.

F. Cam Page Owner
Applicant Signature Relation to Business

5/27/25
Date

City Clerk or Deputy Signature

OFFICIAL USE ONLY		
Date Received: <u>6/1/25</u>	License Fee Paid: <u>\$67.81</u>	License No: <u>2829A</u>
<p>To the City Council, Ketchum, Idaho; The undersigned, a Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Individual <input checked="" type="checkbox"/>, does hereby make application for a license to sell during the year of <u>September 1, 2025</u> - <u>August 31, 2025</u> <u>July 7, 2025 - August 31, 2025</u></p> <p>Approved by City of Ketchum Idaho by;</p> <p>_____ Mayor</p>		



City of Ketchum

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

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APPLICANT INFORMATION		
Applicant Name: Little Flame Kitchen LLC		Doing Business As: Fiamma
Physical Address where license will be displayed: 211 Leadville Ave N, Ketchum, 83340		
Mailing Address: PO Box 2922, Hailey, ID, 83333		
Recorded Owner of Property: Aquire Realty LLC		
Applicant Phone Number: 2063046780		Applicant Email: kinsey@fiammasunvalley.com
STATE LICENSE NO: 43157 (copy required)		COUNTY LICENSE NO: 2025-136 (copy required)
<p>Corporation: <input type="checkbox"/> Partnership: <input checked="" type="checkbox"/> Individual: <input type="checkbox"/> 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"/></p>		<p>List names and addresses of corporation officers and/or partners: Brittany Rescigno _____ _____ _____ _____</p>
BEER LICENSE FEES		
	Draft or Bottled or Canned Beer to be consumed on premises	\$200.00
	Bottled or Canned Beer NOT to be consumed on premises	\$ 50.00
WINE LICENSE FEES		
	Wine, to be consumed on premises	\$200.00
	Wine, NOT to be consumed on premises	\$200.00
LIQUOR LICENSE FEES		
X	Liquor by the Drink (Note: Liquor fee includes wine)	\$560.00
Total Fees Due		\$84.38
ADDITIONAL INFORMATION		
<p>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 type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>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"/></p>		

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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.

 **owner**
Applicant Signature Relation to Business

7/3/25

Date

City Clerk or Deputy Signature

OFFICIAL USE ONLY		
Date Received:	License Fee Paid:	License No:
<p>To the City Council, Ketchum, Idaho; The undersigned, a Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/> , does hereby make application for a license to sell during the year of September 1, _____ - August 31, _____</p> <p>Approved by City of Ketchum Idaho by;</p> <p>_____ Mayor</p>		



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: July 7, 2025 Staff Member/Dept: Morgan Landers, AICP – Director of Planning and Building

Agenda Item: Recommendation to Approved Professional Services Agreement #25143 with Goebel Partners, LLC for phase 3 updates to the Land Development Code.

Recommended Motion:

Motion 1: I move to approve Professional Services Agreement #25143 with Goebel Partners, LLC.

Reasons for Recommendation:

- On May 5, 2025, planning staff presented the Council with options of how to approach the Phase 3 updates to Ketchum’s Land Development Code and a list of updates for prioritization. The council gave direction that the Phase 3 work should be completed in groups of updates and should begin with code updates focused on the downtown and design guidelines.
- Staff have worked with Matt Goebel, formerly of Clarion Associates, to group the updates into three installments based on Council’s direction at the May 5, 2025 meeting. See Attachment A.
- The attached contract is for the first installment, which will take approximately 9 months to research, analyze, draft, and conduct community outreach.

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

OVERVIEW

In 2023, the City kicked off the Cohesive Ketchum project which included an update to the comprehensive plan and land use regulations. The full project is three phases:

- Phase 1 – Project scoping and initial stakeholder outreach - COMPLETE
- Phase 2 – Update of the comprehensive plan an consolidation of the city’s land use regulations into one consolidated code – NEARING COMPLETION
- Phase 3 – Substantive updates to the land use regulations (referred to as the Land Development Code) to implement the comprehensive plan – NOT STARTED

To complete all phases of the work, the city contracted Clarion Associates out of Denver, CO and has had a great working relationship with them throughout the project. Earlier this year, staff were notified that the two project leads, Darcie White and Matt Goebel, were leaving the firm. Darcie White, project lead for the comprehensive plan, has continued to support the city through the adoption process of the comprehensive plan. Likewise, Matt Goebel, project lead for the code updates, continued to support the city through the adoption process of the consolidated Land Development Code. Due to Matt Goebel’s deep knowledge of the City of Ketchum regulations and relationships developed through the Phase 2 work, staff recommends contracting with Matt Goebel through his new firm for the Phase 3 work.

Staff have worked with Matt Goebel to put the code update items into three installments as directed by Council. As discussed with the Council in May 2025, staff distributed low effort items throughout the installments to make sure that we are addressing big, complex issues while ticking smaller items off the list. Attachment A are the installments, and the details of what items are in each one.

The attached contract and scope of work with Goebel Partners, LLC. (Attachment 2) includes a scope, schedule, and budget for carryover items from Phase 2 and Installment 1 of Phase 3 only. The scope of work identifies the items to be completed by the consultant and what items will be completed by staff. In addition to Matt Goebel, the team will comprise of Andy Rutz of Crescendo Planning and Design and Matt Prosser from Economic and Planning Systems (EPS). Andy Rutz specializes in urban design and placemaking, design guidelines, and community engagement. Most recently, Andy Rutz completed the Livingston, MT design guidelines. See Attachment 3 for information on Crescendo Planning and Design and Andy Rutz. Matt Prosser will be focused on financial feasibility analysis of the FAR density bonus program, deed restricted commercial evaluations, and the legacy business program. Matt Prosser led the City of Ketchum's Commercial Demand Analysis study completed in 2023 and Land Capacity Study completed as part of the comprehensive plan update process. See Attachment 4 for Matt Prosser's resume.

Staff is excited to have such a well-rounded and knowledgeable team to support the next phase of work on the city's Land Development Code to implement the comprehensive plan. Scope, schedule, and budgets for Installments 2 and 3 will be developed as Installment 1 nears completion.

NEXT STEPS

If the contract is approved, staff and consultant will complete Phase 2 items. Research and data gathering will also begin on the Phase 3 work, however, drafting and community outreach will not begin until after the comprehensive plan is adopted.

Sustainability Impact:

One of the priorities with updating the comprehensive plan was to incorporate newly adopted plans, including the Blaine County 5B CAN plan. The 2025 Comprehensive Plan calls out specific goals and policies that assist in the implementation of the 5B CAN plan and reinforces the city's commitment to sustainability. Many of those goals and policies translate into the city's land use regulations including revision of the city's landscape regulations for water conservation, incentives for green building, and promotion of walkable vibrant communities. Phase 3 of the project will help move these ideas into action.

Financial Impact:

None OR Adequate funds exist in account:	The cost for the first installment is \$149,688. The work is covered under the PRO Housing Grant and will be reimbursed as work is paid. In the event the PRO Housing Grant funds become unavailable, the city has budgeted \$165,000 in professional services in the Planning and Building Department budget for the work.
--	---

Attachments:

1. Overview of Installments
2. Professional Services Agreement #25143 w/ attachments
3. Crescendo Planning and Design Information
4. Matt Prosser Resume
5. Purchase Order #25143



City of Ketchum

ATTACHMENT 1:

Installment Overview

INSTALLMENT 1

Downtown

Re-evaluate encroachments above building height/rooftop decks and amenities

Basement Invisible Plane/Underground Parking/FAR conflicts

Modify the scale of development in Retail Core (height/FAR)

Design Guidelines (Mixed-Use, Multi-family, and historic structures)

FAR Bonus for Community Housing

Affordable Commercial Space

Local Business Priority

Parking

Downtown Parking Exemptions (re-evaluate exemptions for residential uses)

LI Parking Requirements

Residential Areas

Environmental

Mountain Overlay development criteria (amount of disturbance, size of units, light trespass, wildlife interface)

General

Clarification of Nonconformities

INSTALLMENT 2

All Zone Districts

Align zone districts with adopted FLUM and adoption of an updated zoning map
Establish minimum/maximum unit sizes

Residential Areas

Adjust dimensional limitations to align with existing characteristics and Land Use Categories in plan (i.e. setbacks for detached townhomes)
Review and revise approach and use of detached townhomes in housing portfolio
Adjust permitted uses and expand definitions of different housing types
Adjust minimum/maximum lot sizes
Adjust building coverage and setback requirements based on revised lot sizes
Bonuses for community housing (in-lieu payment for SF, or unit number increases for MF)
ADUs - number permitted, accessory to duplexes and townhouses, height allowances for additions to existing structures
Evaluate the allowance of Tiny Homes on Wheels
Incentives/Standards for conversion of SF to MF (zoning and building code)
Condo/TH conversions (zoning and building code)

Environmental

General development standards (pools, impervious surface, fencing, etc)
Floodplain development (including riparian and wetlands)
Green Building incentives
Water Conservation/Efficiency (landscape/irrigation standards)
Avalanche Overlay clarifications

INSTALLMENT 3

Hotels and Base Areas

Update of the Warm Springs Base Overlay (incl. Parking)

Revise the approach and parameters for hotels

Light Industrial District

Consolidation of districts and height overlays
--

Live/Work - were permitted, size, occupancy type
--

Hwy 75 Setback

Parking Requirements for Commercial and Residential

Adjust permitted commercial uses (i.e. retail/food service)

General

Clarification of Sign Regulations

Clarification of Dark Sky regulations (re. light trespass from interior lights)

Clarification of Appeal Procedures

Clarification of Enforcement Procedures

Update and clarify definitions

Develop Administrative Manual (i.e. application requirements, engineering standards, how-to guides, process details)
--



City of Ketchum

ATTACHMENT 2:

Professional Services Agreement #25143 w/ attachments



City of Ketchum

INDEPENDENT CONTRACTOR AGREEMENT WITH GOEBEL PARTNERS, LLC, FOR LAND USE CODE DRAFTING SERVICES

This Independent Contractor Agreement (“Agreement”) is made and entered effective to the _____ day of _____ 2025, by and between the City of Ketchum, an Idaho municipal corporation (“City”), and Goebel Partners, LLC (“Contractor”).

FINDINGS

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

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

1. **Description of Services.** See Exhibit A.
2. **Payment for Services.** In exchange for the Services, the City shall pay Contractor \$149,688. Contractor shall track and report to the City as to the Service activities and all time expended on the Services. City will also reimburse Contractor, upon presentation of reports and receipts, for reasonable travel expenses required to provide the Services. Invoices for payment will be submitted monthly and payment made by City upon City review and approval within approximately thirty days.
3. **Term.** The term of this Agreement shall be through the duration and conclusion of the Services, not to exceed two years from the date of this Agreement. This term may be renewed or extended upon further written agreement between the parties.
4. **Independent Contractor.** Contractor performs the Services hereunder solely and exclusively as an independent contractor. Contractor is not an employee, servant, agent, partner, or joint venture of the City. The City will determine the projects or Services to be done by Contractor, but Contractor will determine the legal means by which it accomplishes the work specified by the City. This Agreement shall not be construed to create or establish any employee-employee relationship between the City and Contractor or make Contractor eligible for any City employment benefits.

Contractor is solely responsible for all withholding and payment of all applicable federal, state, and local income or payroll taxes of any kind.

5. **Performance and Warranty.** Contractor will provide its own tools and equipment as needed to perform the Services. Contractor warrants that all equipment used to perform this Agreement will function safely, properly, and efficiently. Contractor warrants that all services will be timely performed in a safe, professional, and workmanlike manner.
6. **Indemnification.** Contractor releases, holds harmless, and agrees to indemnify City from and against all claims, suits, damages (including, without limitation, damages to persons and property including deaths, and all tax responsibilities), costs, losses, and expenses, in any manner related to or arising from the acts or omissions of Contractor, its managers, members, directors, officers, shareholders, agents, and employees.
7. **Licensing.** Contractor represents that Contractor possesses the requisite skill, knowledge, and experience necessary to perform the Services. Contractor represents it has or agrees to obtain and maintain all necessary registrations, licenses, and insurance as may be required by the State of Idaho for the performance of the Services under this Agreement.
8. **Insurance.** Contractor is not covered by the City's liability insurance policy. Contractor shall carry and maintain liability insurance in the following minimum amounts:

General liability	\$1,000,000.00 per occurrence; \$2,000,000.00 aggregate.
Commercial Auto	\$1,000,000.00
Professional Liability	\$1,000,000.00
Worker's Compensation	As required by the State of Idaho, and not less than \$1,000,000.00

Proof of said insurance shall be provided to City. Each policy of insurance required shall provide for no less than thirty-day advance notice to City prior to cancellation. In addition, the City shall be named a "Additional Insured" by all contractors and subcontractors.

9. **Notice.** All notices under this Agreement shall be in writing and addressed as follows:

CITY:
City of Ketchum
Attn: City Administrator
P.O. Box 2315
191 5th St., West
Ketchum, ID 83340

CONTRACTOR:
Goebel Partners
Attn: Matt Goebel
1514 Curtis Street, Suite 200
Denver CO 80202

10. **Compliance with Laws/Public Records.** Contractor, its managers, members, directors, officers, shareholders, agents, and employees shall comply with all federal, state and local laws, rules, and ordinances. This Agreement does not relieve Contractor of any obligation or responsibility imposed upon Contractor by law. Without limitation, Contractor hereby acknowledges that all writings and documents, including without limitation email, containing information relating to the conduct or

administration of the public's business prepared by Contractor for City regardless of physical form or characteristics may be public records pursuant to the Idaho Public Records Act. Contractor further acknowledges that, subject to certain limitations, the public may examine and take a copy of all such public writings and records. Accordingly, Contractor shall maintain such writings and records in such a manner that they may readily identified, retrieved and made available for such inspection and copying. Should Contractor wish to claim an exemption to disclosure on any record, Contractor shall identify such in advance and assume all costs of defense on any associated legal action to defend such claimed exemption from disclosure.

11. Non-Assignment. Contractor hereby acknowledges that City has agreed to enter this Agreement based in part on Contractor's unique skills and reputation for professional work. Accordingly, Contractor may not assign, subcontract, or transfer in any manner this Agreement or any of Contractor's right, title or interest in or to this Agreement without the prior written consent of City.
12. Amendments. This Agreement may only be changed, modified, or amended in writing executed by all parties.
13. Non-Waiver. The failure of either party to exercise any of its rights under this Agreement at any time does not constitute a breach of this Agreement and shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.
14. Headings. The headings in the Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.
15. Attorney Fees and Costs. In the event that either party hereto is required to retain the services of an attorney to enforce any of its rights hereunder, the non-prevailing party shall pay to the prevailing party all reasonable costs and attorney fees incurred in such enforcement, whether or not litigation is commenced and including reasonable costs and attorney fees on appeal.
16. Governing Law. This Agreement shall be governed by the laws of the State of Idaho. Venue shall be in the Fifth Judicial District, Blaine County, Idaho.
17. Entire Agreement. This Agreement contains the entire Agreement between the parties respecting the matters herein set forth and supersedes any and all prior Agreements between the parties hereto respecting such matter.
18. Severability. If any part of this Agreement is held to be invalid or unenforceable, such part shall be considered as stricken and the rest of this Agreement shall continue in full force and effect and so as to preserve the agreement and intent to the fullest possible extent.
19. Execution and Signatures. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
20. Authority. The parties executing this Agreement warrant, state, acknowledge, and affirm that they have the authority to sign the same and to bind themselves to the terms contained herein.

IN WITNESS WHEREOF, the Parties execute this Agreement.

CITY OF KETCHUM

GOEBEL PARTNERS, CONTRACTOR

Neil Bradshaw, Mayor

Matt Goebel, Director, Goebel Partners

ATTEST:

[Name]
City Clerk

Exhibit A: Phase 3 Scope of Work

Background

In August 2023, the City initiated a targeted update of the Comprehensive Plan and a rewrite of the City's Land Development Code (Code). Phase 1 is complete. Phase 2 is mostly completed and so far has included the following:

- Part 1: Targeted Comprehensive Plan Update (in adoption process); and
- Part 2: Initial Code Update. This included a comprehensive reorganization and reformatting of the Code, as well as substantive updates to the sections dealing with administration and procedures (in adoption process).

Phase 3, the subject of this draft scope of work, includes some carryover of Phase 2 work and also includes substantive Code updates to implement the newly adopted Comprehensive Plan. The Phase 3 substantive updates will be grouped into thematically related installments and generally include the following:

- Downtown, Parking, Local Business support, and Mountain Overlay;
- Residential Districts and Environmental items; and
- Light Industrial and Mixed-use Activity Centers (including hotels).

A nine-month timeline is anticipated to bring the first installment of Phase 3 to the adoption stage, assuming a July 1, 2025, contract initiation. The prime consultant is Goebel Partners, LLC, and subcontractors will be EPS, Crescendo Planning & Design, and Magic Sidewalk Creative.

Scope of Work

The scope of work for Phase 3 begins with tasks related to the finalization and presentation of the Code Assessment and finalization and adoption of the consolidated land development code that was developed during Phase 2. The Code Assessment is a memorandum that highlights opportunities to align the city's land use regulations with the updated comprehensive plan and future land use map. Following adoption of the consolidated Land Development Code, Phase 3 will include targeted code updates in three parts.

3.1. FINALIZE/ADOPT CODE ASSESSMENT AND PHASE 2 CODE

Objectives

- Revise Code Assessment to reflect the three-part code-drafting sequence reflected in this scope.
- Complete remaining edits to the consolidated Land Development Code.
- Support staff in the adoption of the consolidated Land Development Code.

3.1.a. Revise Code Assessment

Upon receipt of one consolidated set of comments on the Code Assessment, the Consultant will prepare a revised version of the Code Assessment. The document will be reorganized to correspond to the structured installment drafting approach laid out in this scope.

3.1.b. LDC Phase 2 Adoption Draft

Upon receipt of one set of comments on the Phase 2 consolidated Land Development Code, which is currently being reviewed by the Planning & Zoning Commission, the Consultant will prepare a revised version of the code (the Phase 2 Council Draft). The staff will lead presentations and discussions of the Adoption Draft with the City Council. Following adoption, Consultant will prepare a revised final version of the code for distribution.

3.1.c. Meetings to Present/Discuss Assessment and Adoption Draft

Staff will lead meetings to present the Code Assessment and the Phase 2 Council Draft. Consultant will attend up to eight hours of virtual meetings to present and discuss both work products. No travel is included for the Consultant for these tasks. Additional trips/meetings can be conducted on a time-and-expenses basis.

Deliverables

- Code Assessment Memorandum (Public Draft)
- LUC Phase 2 Adoption Draft (Council Draft)
- LUC Phase 2 Adoption Draft (Final)

3.2. FIRST INSTALLMENT: DOWNTOWN, PARKING, AND MOUNTAIN OVERLAY

Objectives

- Revise the Code to achieve the goals identified in the Comprehensive Plan Update related to:
 - Downtown Ketchum (drafting and presentations led by Consultant);
 - Off-street parking (citywide) (drafting and presentations led by Consultant); and
 - Mountain Overlay District (drafting and presentations led by staff).

3.2.a. First Installment (Staff draft)

The Consultant will prepare an initial draft of the first installment of targeted code updates for staff review. The draft will address the following key focus areas:

- Downtown districts and standards, including:
 - Floor-area-ratio (FAR) density bonus program;
 - Downtown design guidelines;
 - Downtown lot and building dimensional standards (e.g., setbacks, height, massing);
 - Local business support programs to be addressed within the Code, including affordable commercial space and legacy business support programs.
- Off-street parking (citywide), including:
 - Minimum off-street parking requirements;
 - Evaluation of current parking exemptions;
 - Tools for flexibility and alternative parking strategies; and
 - Design, landscaping, and use of parking areas.

The draft will be based on direction from the Comprehensive Plan and preliminary discussions with staff. The draft will include significant use of graphics to illustrate key code concepts. The staff draft will include preliminary drawings for discussion purposes, with final versions prepared for inclusion in the

Adoption Draft. In addition, staff will conduct periodic interim workshops with the P&Z Commission, which may include joint work sessions with the City Council, during the project to provide regular status updates and get feedback on general policy direction.

3.2.b. First Installment (CAG draft)

Following one round of consolidated staff comments on the staff draft, the Consultant will prepare a revised document (the “CAG draft”) for distribution to and discussion with the Code Advisory Group. Staff will prepare and deliver an updated version of the Mountain Overlay district and Nonconformities section for discussion with the CAG at this same meeting. Staff will lead this meeting, and Consultant will participate virtually. Proposed revisions that arise during the course of these meetings will be captured in summary memos as outlined below.

3.2.c. First Installment (P&Z memorandum)

Following the Code Advisory Group meeting, staff will prepare one round of consolidated comments on the CAG draft, and the Consultant will prepare a memorandum summarizing CAG comments for distribution to and discussion with the Planning & Zoning Commission. Staff will lead one work-session with the Planning and Zoning Commission to review and discuss the CAG recommendations and provide initial feedback to staff and the consultant.

3.2.d. First Installment: Adoption Draft and Hearings

At staff direction, Consultant will prepare a revised version (the “Adoption draft”) that integrates the feedback from the P&Z for distribution to and discussion with the Commission and City Council for adoption hearings. Three meetings with the Commission are anticipated, with Consultant in attendance, virtually or in person, at each. Following P&Z recommendation, staff will lead the presentation of this draft at three readings of the Council. Consultant will attend these meetings virtually.

3.2.e. Ongoing Review of Staff Work Products

At staff direction, Consultant will review and provide feedback on the staff-led components of the First Installment, which will primarily include revisions to the Mountain Overlay District and the Nonconformities section.

3.2.f. First Installment: Final Ordinance

Consultant will prepare a final version of the adopted ordinance incorporating any changes resulting from the City Council’s three readings.

3.2.g. Community and Stakeholder Engagement

This scope and budget provide a reserve for the Consultant to assist with focused community and stakeholder engagement to gather feedback on the proposed Code updates. The reserve will be identified for specific use by staff once drafting is underway. As part of this reserve, an early trip is anticipated to coincide with an early open house and stakeholder interviews. Other opportunities for input may include:

Community open house(s) (conducted virtually and/or in-person);

- Focus groups with code users (conducted as part of initial onsite and virtual meetings); and
- Online comment opportunity

Deliverables

- First installment: Staff Draft
- First installment: CAG Draft
- First installment: P&Z memorandum
- First installment: Adoption draft
- Adoption support materials (e.g., PPT) for staff-led presentations at adoption hearings

3.3. SECOND INSTALLMENT: RESIDENTIAL DISTRICTS/ENVIRONMENTAL

[reserved for additional task orders]

3.4. THIRD INSTALLMENT: LIGHT INDUSTRIAL/MIXED-USE ACTIVITY CENTERS

[reserved for additional task orders]

Cost Proposal

The baseline cost to complete this Phase 3: Scope of Work (Tasks 3.1 and 3.2) is: \$149,688. This includes a 5 percent contingency budget to cover additional tasks as may be assigned. A separate breakdown of costs for the Targeted Code Updates is provided below. Supplemental budgets for the second and third installments (Tasks 3.3 and 3.4) will be developed later.

Ketchum Targeted Code Updates (Phase 3)						
Task	GP/Crescendo			EPS		Total
Team Member	Goebel	Sr Assoc/ Design	Assoc/ Graphics	Prosser	Associate	
Billable Rate \$/Hour	\$250	\$160	\$75	\$255	\$160	
Phase 3 Targeted Code Updates						
3.1 Finalize/Adopt Code Assessment and Phase 2 Code						
3.1.a Revise Code Assessment	8	0	0	0	0	8
3.1.b LUC Phase 2 Adoption Draft	16	0	0	0	0	16
3.1.d Meetings to Present/Discuss Assmt/Adoption Draft	8	0	0	0	0	8
3.1: Total Hours	32	0	0	0	0	32
3.1: Total Labor	\$8,000	\$0	\$0	\$0	\$0	\$8,000
3.1: Person trips	0	0	0	0	0	0
3.1: Total Travel	\$0	\$0	\$0	\$0	\$0	\$0
Task 3.2 First Installment: Downtown, Parking, and Mountain Overlay						
3.2.a First Installment (Staff draft)	90	65	40	32	40	267
3.2.b First Installment (CAG draft)	50	30	10	10	10	110
3.2.c First Installment (P&Z draft)	30	30	10	0	0	70
3.2.d First Installment Adoption Hearings	24	8	8	8	0	48
3.2.e Ongoing Review of Staff Work Products	20	2	0	0	0	22
3.2.f First Installment: Final Ordinance	24	8	8	8	0	48
3.2.g Community and Stakeholder Engagement	40	24	12	10	10	96
3.2: Total Hours	278	167	88	68	60	661
3.2: Total Labor	\$69,500	\$26,720	\$6,600	\$17,340	\$9,600	\$129,760
3.2: Person trips	3	1	0	0	0	4
3.2: Total Travel	\$3,600	\$1,200	\$0	\$0	\$0	\$4,800
Phase 3: Project Total Hours	310	167	88	68	60	693
Phase 3: Project Total Labor	\$77,500	\$26,720	\$6,600	\$17,340	\$9,600	\$137,760
Phase 3: Project Total Person Trips	3	1	0	0	0	4
Phase 3: Total Travel Expenses	\$3,600	\$1,200	\$0	\$0	\$0	\$4,800
Phase 3: Total Fees: Labor and Expenses	\$81,100	\$27,920	\$6,600	\$17,340	\$9,600	\$142,560
Five percent contingency						\$7,128
Phase 3: Total Fees						\$149,688



City of Ketchum

ATTACHMENT 3:

Crescendo Planning and Design, LLC Information



Crescendo Planning & Design, LLC

www.PlanToCrescendo.com



- Andy Rutz presenting at a Charrette Workshop and facilitating a Public Open House in Livingston, MT.



- Andy Rutz facilitating Working Group Sessions during a Strategic Plan Update in Manitou Springs, CO.



- Artist Rendering of South Ark Neighborhood Park in Salida, CO.

Crescendo Planning + Design is a consultancy founded in the fall of 2022 by Andy Rutz, after having served as a Director of Planning and Design Services at MIG, Inc., because he is passionate about community-oriented planning, design and implementation. Crescendo Planning + Design was founded with a desire to help those communities more clearly articulate their visions and better position themselves for realizing those visions. Leveraging over 15 years of experience working in both the public and private sector, Crescendo is focused on collaborating with clients – and importantly, their community – to build toward implementation with intention. Crescendo strives to demonstrate progress in the short-term as a strategic step toward long-term aspirations. Partnerships and collaboration are core values for Crescendo, with a conviction that bringing together people of diverse backgrounds, disciplines, and beliefs helps to achieve a better outcome for all.

AREAS OF EXPERTISE

- Downtown, Neighborhood, & Sub-Area Planning
- Community/Stakeholder Engagement
- Comprehensive & Strategic Planning
- Urban Design & Placemaking
- Design Standards & Guidelines
- Compatible Redevelopment & Infill Development
- Streetscape & Corridor Design



- Artist Rendering of proposed Festival / Greenway Street in Livingston, MT.



Andy Rutz, CNU-A Principal/Owner

Andy has nearly 20 years of professional experience in urban design, architecture & urban planning. He has worked extensively in both the public and private sectors, which gives him a unique perspective that helps in fostering successful collaboration between both sides. As a planner & designer, Andy's passion is rooted in bringing tangible, physical change and improvement to the communities in which he works.

From community engagement and strategic planning, downtown planning and design, community masterplanning and transit-oriented development, to streetscapes and architectural design, Andy has applied his knowledge and expertise to help balance the redevelopment ideas and hopes of people for their public spaces. His design skills are complemented by his varied experiences in graphic visualization, and verbal and written communication, which allow him to promote contextual and compatible design solutions in a manner that is accessible to both the development community and the general public. He transitioned from architecture to urban planning & design when he recognized its broad scale impact on the public realm. Andy is passionate about ensuring that every project he contributes to is responsive to its context, aspires to elevate the public realm around it, and creates opportunities for economic development, revitalization, and healthy and safe social gathering.

SELECTED PROJECT EXPERIENCE

- Downtown Waco Form-Based Code - Waco, TX
 - Downtown New Braunfels Form-Based Code - New Braunfels, TX
 - Sustainability Plan Strategic Update - Edgewater, CO
 - Hunt Avenue Cultural Trail Streetscape Design - Alamosa, CO
 - Plan Manitou 2.0 - Strategic Plan Update - Manitou Springs, CO
 - Livingston Downtown Master Plan - Livingston, MT
 - Westminster Redevelopment & Adaptive Reuse Toolkit - Westminster, CO
 - South Ark Neighborhood Plan - Salida, CO
 - On-Call Consulting Services - Town of Mountain Village, CO
 - Alamosa Downtown Design Plan - Alamosa, CO *
 - Arapahoe Square Design Standards and Guidelines & Zoning Code Update - Denver, CO *
 - Blueprint Denver Update - Denver, CO *
 - Clark County Comprehensive Plan Update - Clark County, NV
 - DOLA Resiliency and Recovery Roadmaps - Costilla County, SE Colorado, NW Colorado and Mesa County, CO *
 - Downtown's Next Step: Main Avenue Streetscape Design - Durango, CO *
 - Firestone Historic Neighborhood Plan - Firestone, CO *
 - Fort Collins City Plan - Fort Collins, CO *
 - Helena Main Street and Multimodal Plan - Helena, MT *
 - I-25 and Broadway Urban Design Standards and Guidelines - Denver, CO *
 - Northglenn Civic Center Design Standards and Guidelines - Northglenn, CO *
 - San Antonio Comprehensive Plan & Citywide Sub-Area Plans - San Antonio, TX *
 - San Antonio Westside Strategic Area Studies - San Antonio, TX *
 - Town of Mountain Village Comprehensive Plan Amendment - Mountain Village, CO *
- *Experience prior to founding Crescendo Planning & Design, LLC

EDUCATION

- Masters of Architectural Design & Urbanism, University of Notre Dame
- Bachelor of Architecture, University of Notre Dame
- US/ICOMOS - Transylvania Trust, Cluj-Napoca, Romania

AWARDS

- Alamosa Downtown Design Plan, Governor's Award for Downtown Excellence, Best Plan
- Arapahoe Square Design Standards and Guidelines, Best Urban Intervention Award, CNU Colorado
- After Burnham: The Notre Dame Plan of Chicago 2109, Award of Merit, CNU

PROFESSIONAL AFFILIATIONS

- Congress for the New Urbanism (CNU)
- American Planning Association (APA)



City of Ketchum

ATTACHMENT 4:

Matt Prosser Resume



Matt Prosser

Principal

Education

Master of Urban & Regional Planning,
University of Colorado
at Denver

Bachelor of
Environmental Design,
University of Colorado
at Boulder

Employment History

18 Years with EPS

20 Years Experience

Affiliations

American Planning
Association

Urban Land Institute

Speaking

Engagements

American Planning
Association "Planning
Amidst Denver's Rapid
Growth" New Orleans,
LA May 2018

American Planning
Association CO Chapter
"Future of Industrial
Uses in Colorado"
Keystone, CO October
2018

American Planning
Association CO Chapter
"Oh, Where Will the
Millennials Move Next?"
Telluride, CO October
2017



Economic & Planning Systems, Inc.

The Economics of Land Use

www.epsys.com

Matt Prosser is a planner and economist with 20 years of experience in land planning and real estate economics. Matt has a broad base of experience in planning, urban design, and real estate. He has worked on several comprehensive plans, subarea plans and downtown revitalization studies. His depth of experience in downtown areas focuses on demographic and economic forecasting, and market demand analysis. He has also worked on several economic development projects including policy development, incentive policies, public financing strategies and fiscal and economic impact studies. Matt has background knowledge of land use and entitlement planning, real estate development and finance, and Geographic Information Systems (GIS).

SELECTED PROJECT MANAGEMENT EXPERIENCE

- Downtown Master Plan | Livingston, MT
- Cohesive Ketchum Comprehensive Plan Update | Ketchum, ID
- Commercial Demand and Infill Development Feasibility Analysis | Ketchum, ID
- Employee Housing Nexus Study | Blaine County, ID
- Plan Park County Land Use Plan | Park County, WY
- Community Master Plan Housing Policy and Strategy | Manitou Springs, CO
- Affordable Housing Density Bonus Program Assessment | Austin, TX
- Reimagine Reno Master Plan and Housing Strategy | Reno, NV
- Comprehensive Plan and Affordable Housing Toolkit | Rapid City, SD
- Employee Affordable Housing Nexus Study | Blaine County, ID
- Downtown Housing Market Study | Loveland, CO
- Residential Land Demand Study | Charlotte, NC
- Inclusionary Housing Policy Study | Longmont, CO
- Downtown Design Plan | Alamosa, CO
- Downtown Market Study and TIF Strategy | Waco, TX
- Downtown Reno Action Plan | Reno, NV
- Downtown Rifle Redevelopment Study | Rifle, CO
- Old Town Neighborhoods Plan | Fort Collins, CO



1600 Stout Street, Suite 1850, Denver, CO 80202



303 623 3557



mprosser@epsdenver.com



City of Ketchum

ATTACHMENT 5:

Purchase Order #25143



CITY OF KETCHUM

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

PURCHASE ORDER

BUDGETED ITEM? ____ Yes ____ No

PURCHASE ORDER - NUMBER: 25143

To: 6364 GOEBEL PARTNERS, LLC 1514 CURTIS ST STE 200 DENVER CO 80202	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
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P. O. Date	Created By	Requested By	Department	Req Number	Terms
07/02/2025	KCHOMA	KCHOMA			

Quantity	Description	Unit Price	Total
1.00	Phase 3 Updates - Ketchum Land Development Co 01-4170-4200	150,000.00	150,000.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		150,000.00

Authorized Signature



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

I move to approve 1) authorization of up to \$107,700 for the Ownership and Preservation Program to purchase a Category Local, light deed restriction on a condominium unit and 2) up to \$75 for a title insurance policy.

Reasons for Recommendation:

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

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

GOAL 1: CREATE + PRESERVE HOUSING

Ownership and Preservation Program

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

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

Funding Requested

The unit is a 2-bedroom, 1-bathroom condominium unit in West Ketchum. The home is under contract with the applicant for \$718,000. The unit has not yet been appraised. The buyer applied to the Ownership and Preservation Program and is qualified under the program, conditional on the sale of a home they own outside of Blaine County prior to closing. They have requested a light deed restriction. The OPP will provide 15% of the market value of the home for the deed restriction, up to \$107,700 (15% of \$718,000). If unit appraises lower than \$718,000, the City would provide 15% of the appraised value. Appreciation will not be limited by the light deed covenant, but when sold or transferred, the new owner household must be qualified by the City or its program administrator.

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

Next Steps

Following confirmation of the appraisal, staff will request that a check for 15% of the market value of the unit be delivered to an escrow account at the title company for closing along with the deed restriction and associated documents. Upon confirmation of loan approval, sale of the applicant's other home, and final review, funds will be released from escrow at closing and the deed restriction and associated documents will be recorded.

Sustainability Impact:

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

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

Financial Impact:

None OR Adequate funds exist in account:

Up to \$107,700 in funds will be released from the Housing Department's budget and an additional \$75 for a title insurance policy (deed-restriction program line item).



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: July 7, 2025 Staff Member/Dept: Robyn Mattison/City Engineer

Agenda Item: Recommendation to Approve Right-of-Way Encroachment Agreement 25976 for the placement of a transformer in the public right-of-way on N 1st Avenue.

Recommended Motion:

I move to authorize the Mayor to sign Right-of-Way Encroachment Agreement 25976 between the City and Idaho Power.

Reasons for Recommendation:

- The improvements will not impact the use or operation of N 1st Avenue.
- The improvements will not impact drainage or snow removal within the public right-of-way.
- The project complies with all standards for Right-of-Way Encroachment Permit issuance specified in Ketchum Municipal Code §12.12.060.

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

The project proposes to install a pad mount transformer within the public right-of-way on N 1st Avenue, adjacent to 181 N 1st Ave. The purpose of the project is to reroute power service from the alley to the front of 181 N 1st Ave to provide power to a new construction project located at 140 W 2nd St.

Pursuant to Ketchum Municipal Code §12.12.040.C, a Right-of-Way Encroachment Permit is required for any permanent encroachment of the public right-of-way where a permanent fixture to the ground or a building will occur. The associated Right-of-Way Encroachment Agreement is intended to help protect the City in the event the proposed encroachments were to ever pose an issue requiring repair, relocation, or removal of the encroachment. The standards for issuance of a Right-of-Way Encroachment Permit are specified in Ketchum Municipal Code §12.12.060. The encroachments proposed for the N 1st Avenue project complies with all standards.

Sustainability Impact:

None OR state impact here: None

Financial Impact:

None OR Adequate funds exist in account: None

Attachments:

1. Right-of-Way Encroachment Agreement 25976 with Exhibit "A"
- 2.

WHEN RECORDED, PLEASE RETURN TO:

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

RIGHT-OF-WAY ENCROACHMENT AGREEMENT 25976

THIS AGREEMENT, made and entered into this ____ day of _____, 2025, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho and _____, representing Idaho Power (collectively referred to as "Owner"), whose address is 11831 Hwy 75, Hailey, Idaho 83333.

RECITALS

WHEREAS, Owner wishes to permit placement of a new pad mounted transformer within the right-of-way adjacent to 181 N 1st Avenue. These improvements are shown in Exhibit "A" attached hereto and incorporated herein (collectively referred to as the "Improvements"); and,

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

WHEREAS, the Owner will restore the public right-of-way back to the original condition acceptable to the Streets and Facilities Director;

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

TERMS AND CONDITIONS

1. Ketchum shall permit Owner to install a pad mounted transformer identified in Exhibit "A" within the public right-of-way adjacent to 181 N 1st Avenue until notified by Ketchum to remove the Improvements, at which time Owner shall remove Improvements at Owner's expense.

2. Owner shall be responsible for the maintenance of said Improvements and shall repair said Improvements within 48 hours upon notice from Ketchum that repairs are needed. Any modification to the Improvements identified in Exhibit "A" shall be approved by the City prior to any modifications taking place.

3. Owner shall be responsible for restoring the right-of-way that is altered due to the removal of the Improvements, to the satisfaction of the Director of Streets and Facilities.

4. In consideration of Ketchum allowing Owner to maintain the Improvements in the public right-of-way, Owner agrees to indemnify and hold harmless Ketchum from and against any and all claims of liability for any injury or damage to any person or property arising from the Improvements constructed, installed and maintained in the public right-of-way. Owner shall further indemnify and hold Ketchum harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Owner's part to be performed under this Agreement, or arising from any negligence of Owner or Owner's agents, contractors or employees

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

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

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

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

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

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

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

11. Successors and Assigns - This Agreement shall be binding upon and inures to the benefit of each of the parties hereto and their respective successors and assigns.

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

13. The parties fully understand all of the provisions of this Agreement, and believe them to be fair, just, adequate, and reasonable, and accordingly accept the provisions of this Agreement freely and voluntarily.

OWNER:

CITY OF KETCHUM:

By: _____

By: _____

Neil Bradshaw

Its: Mayor

Printed Name: _____

Attest: _____

Trent Donat, City Clerk

STATE OF _____,)
County of _____.) ss.

On this ____ day of _____, 2025, before me, the undersigned Notary Public in and for said State, personally appeared _____, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same.

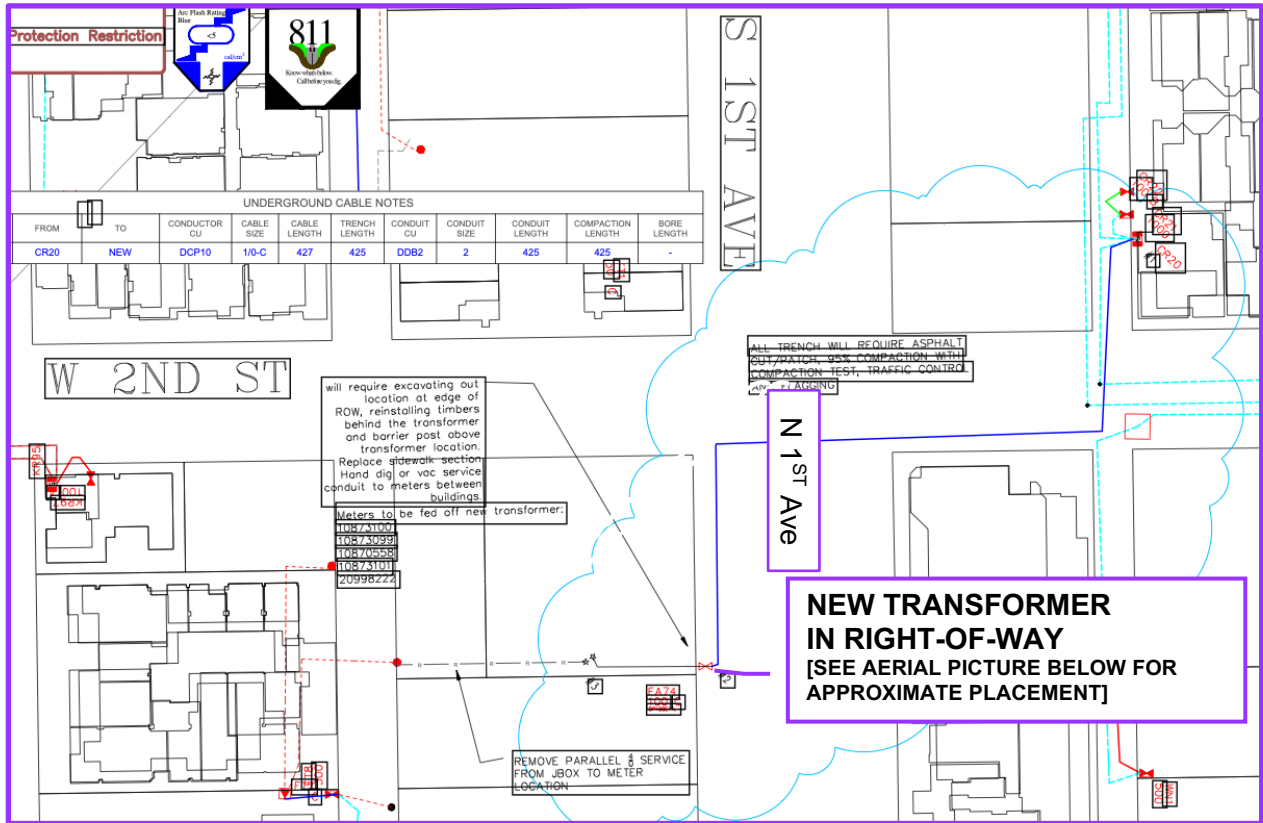
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public for _____

Residing at _____

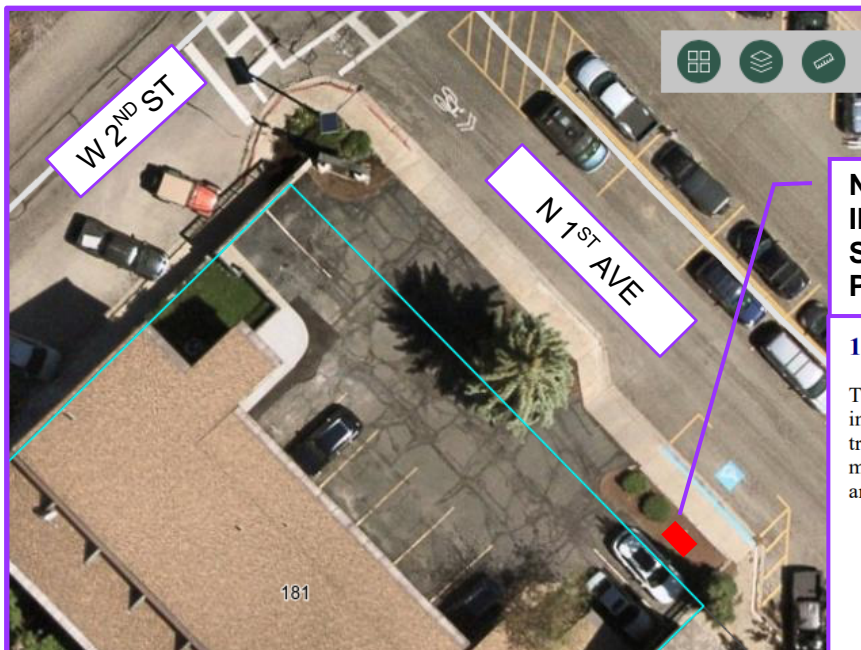
Commission expires _____

EXHIBIT "A"



Base figure provided by applicant, prepared by Idaho Power [WO No. 27669247]

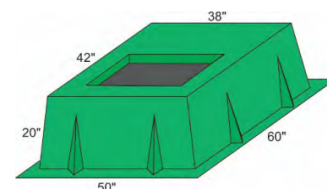
Figure annotated with purple textboxes by City Engineer Robyn Mattison to clarify improvements included in Right-Of-Way Encroachment Agreement No. 25976



NEW TRANSFORMER IN RIGHT-OF-WAY SET ON TRANSFORMER PAD [DIMENSIONS BELOW]

1-Ø Transformer Box Pad

The 38×42×20 inch fiberglass box pad is used instead of a concrete pad for 14.4kV and 19.9kV transformers and for 7.2kV transformers with more than 6 secondary/service conduits (3 inch and larger conduits count as two).





City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

I move to authorize the Mayor to sign Right-of-Way Encroachment Agreement 25975 between the City and Gannon Tidwell and Matt Dill, the owners of 205 Jade Street.

Reasons for Recommendation:

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

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

This project involves the installation of a new paver driveway at 205 Jade Street. This encroachment agreement is for the non-heated pavers within the public right-of-way.

Pursuant to Ketchum Municipal Code §12.12.040.C, a Right-of-Way Encroachment Permit is required for any permanent encroachment of the public right-of-way where a permanent fixture to the ground or a building will occur. The associated Right-of-Way Encroachment Agreement is intended to help protect the City in the event the proposed encroachments were to ever pose an issue requiring repair, relocation, or removal of the encroachment. The standards for issuance of a Right-of-Way Encroachment Permit are specified in Ketchum Municipal Code §12.12.060. The encroachments proposed for the 205 Jade Street project complies with all standards.

Sustainability Impact:

None OR state impact here: None

Financial Impact:

None OR Adequate funds exist in account:

Attachments:

1. Right-of-Way Encroachment Agreement 25975 with Exhibit "A"
- 2.
- 3.

WHEN RECORDED, PLEASE RETURN TO:

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

RIGHT-OF-WAY ENCROACHMENT AGREEMENT 25975

THIS AGREEMENT, made and entered into this ____ day of _____, 2025, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho and Gannon Tidwell and Matt Dill, (collectively referred to as "Owner") whose mailing address is 4641 Post St # 5224 El Dorado Hills CA 95762.

RECITALS

WHEREAS, Owner is the owner of real property located at 205 Jade Street and legally described as KETCHUM FR SE SW TL 2511, TL 5101 SEC 18 4N 18E ("Subject Property"), located within the City of Ketchum, State of Idaho; and

WHEREAS, Owner wishes to permit placement of non-heated concrete pavers within the right-of-way of Jade Street. These improvements are shown in Exhibit "A" attached hereto and incorporated herein (collectively referred to as the "Improvements"); and,

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

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

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

TERMS AND CONDITIONS

1. Ketchum shall permit Owner to install to install a non-heated paver driveway identified in Exhibit "A" within the public right-of-way on 205 Jade Street, until notified by Ketchum to remove the infrastructure at which time Owner shall remove infrastructure at Owner's expense.

2. Owner shall be responsible for the maintenance of said Improvements and shall repair said improvements within 48 hours upon notice from Ketchum that repairs are needed. Any modification to the improvements identified in Exhibit "A" shall be approved by the City prior to any modifications taking place.

3. Owner shall be responsible for restoring the sidewalk, curb and gutter and landscaping that is altered due to the construction and installation of the vault, to the satisfaction of the Director of Streets and Facilities.

4. In consideration of Ketchum allowing Owner to maintain the Improvements in the public right-of-way, Owner agrees to indemnify and hold harmless Ketchum from and against any and all claims of liability for any injury or damage to any person or property arising from the

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

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

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

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

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

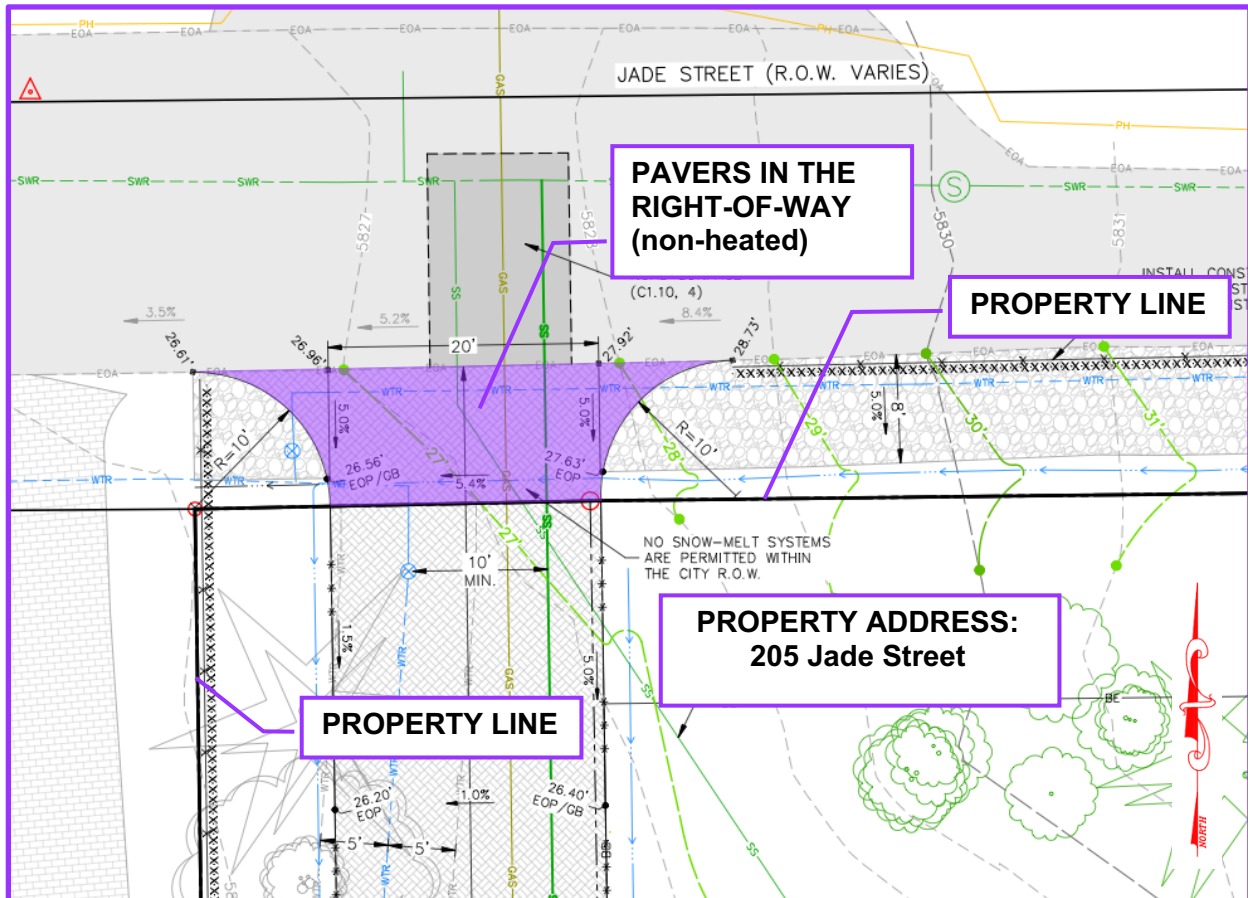
9. This Agreement sets forth the entire understanding of the parties hereto and shall not be changed or terminated orally. It is understood and agreed by the parties hereto that there are no verbal promises or implied promises, agreements, stipulations or other representations of any kind or character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

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

11. Successors and Assigns - This Agreement shall be binding upon and inures to the benefit of each of the parties hereto and their respective successors and assigns.

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

EXHIBIT "A"



Base figure provided by applicant, prepared by Alpine Enterprises Inc. Lot 2 Jade Subdivision, Sheet C1.00
 Figure annotated with purple textboxes by City Engineering Robyn Mattison to clarify improvements included in Right-Of-Way Encroachment Agreement No. 25975



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: July 7, 2025 Staff Member/Dept: Robyn Mattison/City Engineer

Agenda Item: Recommendation to Approve Right-of-Way Encroachment Agreement Amendment 24919A for the placement of a non-heated paver driveway and other improvements in the public right-of-way on N. East Avenue and E. 6th Street.

Recommended Motion:

I move to authorize the Mayor to sign Right-of-Way Encroachment Agreement 24919A between the City and the owners of 600 N East Ave, Robert W Reniers Jr. Trustee and Elizabeth Evans Reniers Trustee.

Reasons for Recommendation:

- Right-of-Way Encroachment Agreement 24919 was approved by council on July 24, 2024.
- The initial agreement included a non-heated paver driveway and approach apron, drystack walls to protect existing trees, footings of retaining walls, subsurface irrigation system, fescue grasses, and a drainage overflow line to a drywell. It also included owner maintenance of existing trees in the ROW. The city arborist expressed concern of the health of the existing trees and recommended new trees be planted in its place. Amendment 24919A include owner maintenance of the new trees to be planted in the ROW to replace the existing trees. All other items included in Agreement 24919 have remained unchanged.
- The improvements will not impact the use or operation of N. East Avenue or E. 6th Street.
- The improvements will not impact drainage or snow removal within the public right-of-way.
- The project complies with all standards for Right-of-Way Encroachment Permit issuance specified in Ketchum Municipal Code §12.12.060.

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

Pursuant to Ketchum Municipal Code §12.12.040.C, a Right-of-Way Encroachment Permit is required for any permanent encroachment of the public right-of-way where a permanent fixture to the ground or a building will occur. The associated Right-of-Way Encroachment Agreement is intended to help protect the City in the event the proposed encroachments were to ever pose an issue requiring repair, relocation, or removal of the encroachment. The standards for issuance of a Right-of-Way Encroachment Permit are specified in Ketchum Municipal Code §12.12.060. The encroachments proposed for the N. East Ave/E. 6th Street project complies with all standards.

Sustainability Impact:

None OR state impact here: None

Financial Impact:

None OR Adequate funds exist in account: None

Attachments:

1. Right-of-Way Encroachment Agreement 24919A with Exhibit "A"

WHEN RECORDED, PLEASE RETURN TO:

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

RIGHT-OF-WAY ENCROACHMENT AGREEMENT 24919A

THIS AGREEMENT, made and entered into this ____ day of _____, 2025, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho and Reniers, Robert W Jr. Trustee and Reniers, Elizabeth Evans Trustee, (collectively referred to as "Owner"), whose address is C/O Bessemer Billpay Group, 100 Woodbridge Center Dr., Woodbridge NJ 07095-0000.

RECITALS

WHEREAS, Owner is the owner of real property located at 600 N East Ave and legally described as KETCHUM TOWNSITE LOT 1B BLK 47 6617 SF ("Subject Property"), located within the City of Ketchum, State of Idaho; and

WHEREAS, Owner wishes to permit placement of a non-heated paver driveway and approach apron, drystack walls to protect trees, subsurface irrigation system, fescue grasses, footings of retaining walls, and a drainage overflow line to a drywell at 600 N. East Avenue. Owner also wishes to install and maintain five trees to replace unhealthy existing trees within the public right-of-way on E. 6th Street and maintain an existing tree within the public right-of-way on N. East Avenue. These improvements are shown in Exhibit "A" attached hereto and incorporated herein (collectively referred to as the "Improvements"); and,

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

WHEREAS, the Owner will restore the public right-of-way back to the original condition acceptable to the Streets and Facilities Director;

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

TERMS AND CONDITIONS

1. Ketchum shall permit Owner to install the Improvements identified in Exhibit "A" within the public right-of-way on N. East Avenue and E. 6th Street, until notified by Ketchum to remove the Improvements, at which time Owner shall remove Improvements at Owner's expense.

2. Owner shall be responsible for the maintenance of said Improvements and shall repair said Improvements within 48 hours upon notice from Ketchum that repairs are needed. Any modification to the Improvements identified in Exhibit "A" shall be approved by the City prior to any modifications taking place.

3. Owner shall be responsible for restoring the sidewalk, curb and gutter and landscaping that is altered due to the construction and installation of the vault, to the satisfaction of the Director of Streets and Facilities.

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

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

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

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

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

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

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

11. Successors and Assigns - This Agreement shall be binding upon and inures to the benefit of each of the parties hereto and their respective successors and assigns.

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

13. The parties fully understand all of the provisions of this Agreement, and believe them to be fair, just, adequate, and reasonable, and accordingly accept the provisions of this Agreement freely and voluntarily.

OWNER:

By: _____
Robert W Reniers

By: _____
Elizabeth Evans Reniers

CITY OF KETCHUM:

By: _____
Neil Bradshaw
Its: Mayor

Attest: _____
Trent Donat, City Clerk

STATE OF _____,)
County of _____,) ss.

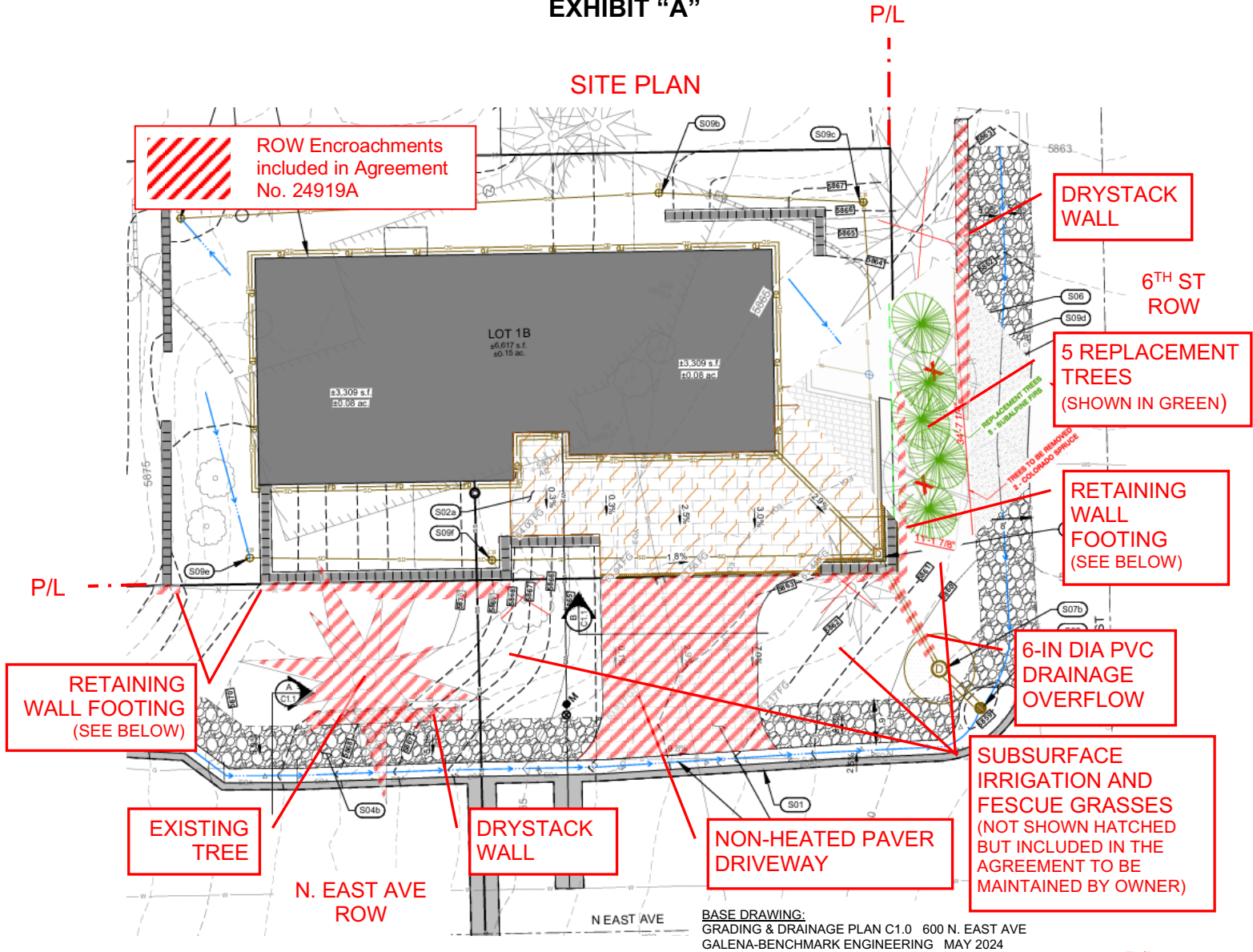
On this _____ day of _____, 2025, before me, the undersigned Notary Public in and for said State, personally appeared _____, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same.

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

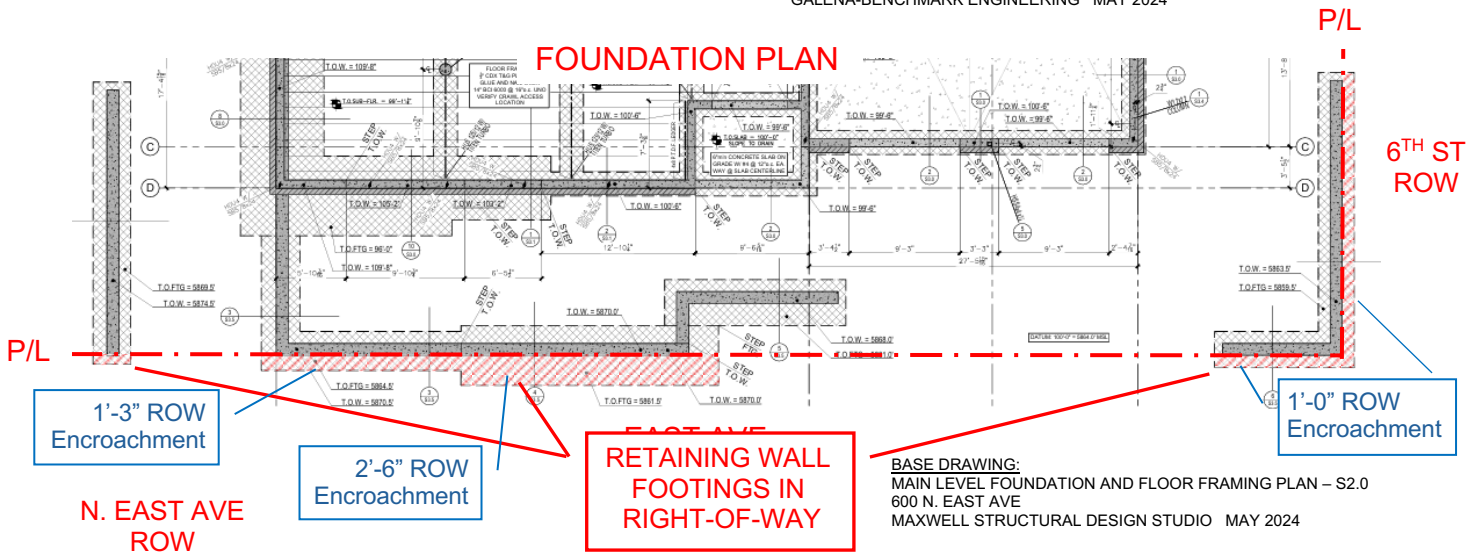
Notary Public for _____
Residing at _____
Commission expires _____

EXHIBIT "A"

SITE PLAN



FOUNDATION PLAN





City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

Reasons for Recommendation:

- The City and BCSD have maintained a longstanding partnership regarding the use of field space at Atkinson Park, a maintenance agreement, and the use of classroom, gymnasium facilities during the summer months for the City's Summer Youth Recreation Program.
- The purpose of this MOU is to formalize the terms of this partnership and demonstrate the shared commitment of both parties to responsible stewardship of the property.
- This MOU update also adds the Splash Pad, Pump Park and Courts Patio space to the agreement

Sustainability Impact:

Financial Impact:

<input type="text" value="None OR Adequate funds exist in account:"/>	<input type="text" value="N/A"/>
---	----------------------------------

Attachments:

MEMORANDUM OF UNDERSTANDING

25-011

Between CITY OF KETCHUM & BLAINE COUNTY SCHOOL DISTRICT

PARTIES

This Memorandum of Understanding (“Agreement”) is entered into on this 7th day of July 7th, 2025, by and between the City of Ketchum (hereinafter referred to as “the City”) and the Blaine County School District (hereinafter referred to as “BCSD”).

PURPOSE

The City and BCSD have maintained a longstanding partnership regarding the use of field space at Atkinson Park, a maintenance agreement, and the use of classroom and gymnasium facilities during the summer months for the City’s Summer Youth Recreation Program. The purpose of this MOU is to formalize the terms of this partnership and demonstrate the shared commitment of both parties to responsible stewardship of the property.

AGREEMENT

Section I – Use of Facilities

The City shall have access to a classroom (preferably the art room) and the nearest restrooms from June 11 through August 7, 2025. The gymnasium may be used in the event of inclement weather.

1. The classroom will be used for the City’s “Art in the Park” program, approximately 2 hours per day, Monday through Thursday, serving 10–15 children with two instructors.
2. The cafeteria will only be used during rainouts, lightning, or other inclement weather.
3. Entry to Hemingway STEAM School will be granted via a key fob issued to the City’s Recreation Supervisor at the beginning of the summer.
4. Set-up and clean-up responsibilities will be handled by City Recreation Department staff.

Section II – Use of Fields

BCSD will allow the City to operate year-round recreation programming on the fields throughout Atkinson Park.

1. All programming will be organized by the City.
2. The City will retain revenue generated from the programming to offset maintenance costs.
3. The City will maintain the grass and dirt fields at Atkinson Park, as well as the grounds surrounding Hemingway STEAM School, for a mutually agreed-upon amount.

Section III – Maintenance Agreement

BCSD agrees to compensate the City \$21,675 for a year-long maintenance agreement.

(See Appendix A for details.)

Section IV – Patio and Sunshade Installation

The City will hire a landscaper to construct a small paver patio (approximately 12 ft. x 25 ft.) and install a sunshade in front of the pickleball courts during spring/summer 2025. This area is located on BCSD property. *(See Appendix B for reference.)*

1. Any necessary irrigation modifications will be completed at the City's expense.
2. The improvements will enhance safety and provide a more functional and aesthetically pleasing waiting area for pickleball players.

Section V – Splash Pad

BCSD will allow the city to operate the Splash pad located on school grounds at Atkinson Park from June 1st to October 1st.

1. All maintenance will be provided by the city's Facilities maintenance team
2. The city will pay for all water used by the splash pad
3. The city will be responsible for all chemicals used for the splash pad
4. Electricity is provided from the school building, and the cost is offset at maintenance cost.

Section VI – Pump Park

BCSD will allow the city to operate the Pump Park located on school grounds at Atkinson Park.

1. All maintenance will be provided by the city's Facilities maintenance team
2. The city will pay for all the water used for the Pump Park

EXECUTION

This MOU shall become effective upon signature and remain in effect until May 2026. It may be extended or amended in writing by mutual agreement of the parties.

CITY OF KETCHUM

John Kearney
Director of Recreation

Date: _____

ATTEST:

Trent Donat
City Clerk & Business Manager

Date: _____

_____ Date: _____
Juerg Stauffacher
Facilities Maintenance Supervisor

ATTEST:

_____ Date: _____
Trent Donat
City Clerk & Business Manager

BLAINE COUNTY SCHOOL DISTRICT

_____ Date: _____
Shawn Bennion
Director of Buildings and Grounds

ATTEST:

_____ Date: _____
Sign, Print, Title

Appendix A

Hemingway school field maintenance 2025					
<u>Task</u>	Employees	Time	total hrs	Rate	Total
Mow crew	1	20hrs/w for 6 months	480	40	\$19200
Irrigation repair and test	1	3hrs/w for 6 months	72	50	\$3600
Fertilizer		30 bags		38	\$1140
Tree care				4200	\$4200
Irrigation water				6300	\$6300
Irrigation blow outs				850	\$850
Irrigation parts				1700	\$1700
Materials				1000	\$1000
Trash cans empty	1	3hrs/w for 12 months	144	40	\$5760
Maintenance ball fields	1	Weed control edging etc	20	40	\$800
Spring clean up	2	40 hrs	80	40	\$3200
Fall clean up	2	40 hrs	80	40	\$3200
Admin					\$3500
Total					\$54450
<u>Revenue</u>					
Field use Coed soccer				3500	\$3500
Field use coed softball				2600	\$2600
Rent a Park					\$1500
Youth soccer				1500	\$1500
BCRD				1750	\$1750
Sub total					\$10850
Field use Summer program and after school					\$15000
Total cost					\$54450
Total revenue					\$25850
MAINTENANCE CONTRACT SUM					<u>\$28600</u>



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: July 7, 2025 Staff Member/Dept: Robyn Mattison/City Engineer

Agenda Item: Recommendation to Approve Right-of-Way Encroachment Agreement 25974 with Phelan Kathleen H Trustee Mary Kathleen Howard Trust.

Recommended Motion:

I move to authorize the Mayor to sign Right-of-Way Encroachment Agreement 25974 between the City and the owner of 315 River Run Drive.

Reasons for Recommendation:

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

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

This project involves the construction of a new residence and accessory dwelling unit at 315 River Run Drive. This encroachment agreement is for the non-heated pavers within the public right-of-way.

Pursuant to Ketchum Municipal Code §12.12.040.C, a Right-of-Way Encroachment Permit is required for any permanent encroachment of the public right-of-way where a permanent fixture to the ground or a building will occur. The associated Right-of-Way Encroachment Agreement is intended to help protect the City in the event the proposed encroachments were to ever pose an issue requiring repair, relocation, or removal of the encroachment. The standards for issuance of a Right-of-Way Encroachment Permit are specified in Ketchum Municipal Code §12.12.060. The encroachments proposed for the 315 River Run Drive project complies with all standards.

Sustainability Impact:

None OR state impact here: None

Financial Impact:

None OR Adequate funds exist in account: None

Attachments:

1. Right-of-Way Encroachment Agreement 25974 with Exhibit "A"
- 2.
- 3.

WHEN RECORDED, PLEASE RETURN TO:

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

RIGHT-OF-WAY ENCROACHMENT AGREEMENT 25974

THIS AGREEMENT, made and entered into this ____ day of ____, 2025, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho and Kathleen H. Phelan, representing PHELAN KATHLEEN H TRUSTEE MARY KATHLEEN HOWARD TRUST, (collectively referred to as "Owner") whose mailing address is PO BOX 3068 KETCHUM ID 83340.

RECITALS

WHEREAS, Owner is the owner of real property located at 315 River Run Drive and legally described as SUN VALLEY SUB 1ST ADD AM LOT 26A ("Subject Property"), located within the City of Ketchum, State of Idaho; and

WHEREAS, Owner wishes to permit placement of concrete pavers (non-heated) within the right-of-way of River Run Drive. These improvements are shown in Exhibit "A" attached hereto and incorporated herein (collectively referred to as the "Improvements"); and,

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

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

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

TERMS AND CONDITIONS

1. Ketchum shall permit Owner to install a non-heated paver driveway identified in Exhibit "A" within the public right-of-way on 315 River Run Drive until notified by Ketchum to remove the infrastructure at which time Owner shall remove infrastructure at Owner's expense.

2. Owner shall be responsible for the maintenance of said Improvements and shall repair said improvements within 48 hours upon notice from Ketchum that repairs are needed. Any modification to the improvements identified in Exhibit "A" shall be approved by the City prior to any modifications taking place.

3. Owner shall be responsible for restoring the sidewalk, curb and gutter and landscaping that is altered due to the construction and installation of the vault, to the satisfaction of the Director of Streets and Facilities.

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

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

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

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

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

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

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

11. Successors and Assigns - This Agreement shall be binding upon and inures to the benefit of each of the parties hereto and their respective successors and assigns.

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

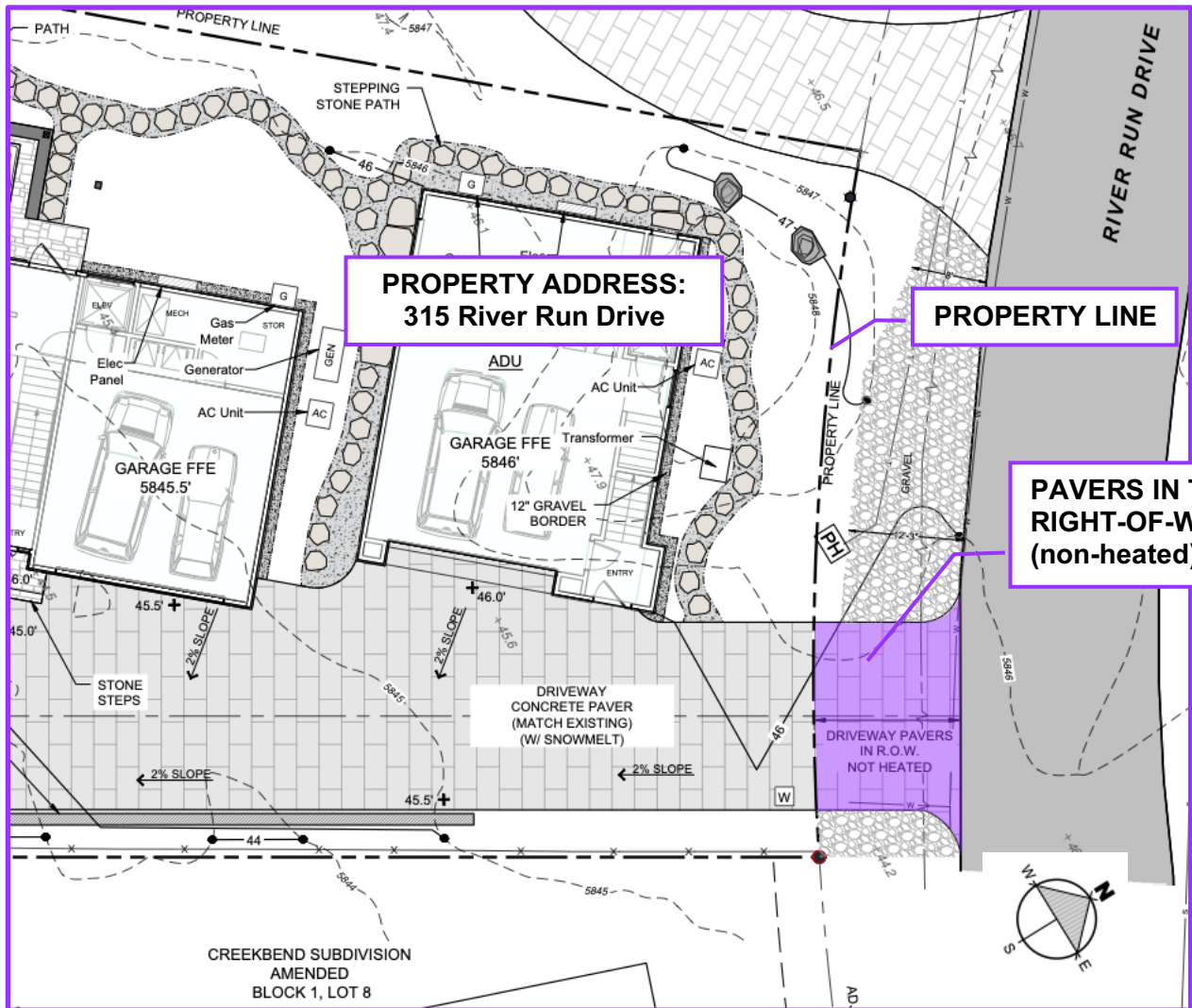
STATE OF IDAHO)
) ss.
County of Blaine)

On this ____ day of _____, 2025, before me, the undersigned Notary Public in and for said State, personally appeared NEIL BRADSHAW, known or identified to me to be the Mayor of the CITY OF KETCHUM, IDAHO, and the person who executed the foregoing instrument on behalf of said municipal corporation and acknowledged to me that said municipal corporation executed the same.

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

Notary Public for _____
Residing at _____
Commission expires _____

EXHIBIT "A"



Base figure provided by applicant, prepared by Eggers Associates, P.A, Job No. 25.04
 Figure annotated with purple textboxes by City Engineering Robyn Mattison to clarify improvements included in Right-Of-Way Encroachment Agreement No. 25974



CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: July 7, 2025 Staff Member/Dept: Paige Nied, Associate Planner
Planning and Building Department

Agenda Item: Recommendation to hold a public hearing and approve the Jade Subdivision Amendment Lot Line Shift Application and Adopt the Findings of Fact, Conclusions of Law, and Decision.

Recommended Motion:

"I move to approve the Jade Subdivision Amendment Lot Line Shift Application and adopt the Findings of Fact, Conclusions of Law, and Decision."

Reasons for Recommendation:

- The request meets all applicable standards for Readjustment of Lot Lines as specified in the Ketchum Municipal Code's Subdivision (Title 16) regulations.
- Consistent with Ketchum Municipal Code §16.04.020, the proposal meets the definition of Readjustment of Lot Lines because: (1) the application proposes to shift the location of the access easement on Lot 1 and modify the building envelopes on Lot 1 and Lot 2, (2) Lot 1 and Lot 2 comply with all dimensional standards required in the Limited Residential Zone, and (3) the proposal does not create additional lots or dwelling units.
- All city departments have reviewed the proposal and have no concerns with the proposed lot line shift.

Policy Analysis and Background:

On October 7, 2024, the City Council approved the Jade Subdivision Lot Line Shift Application (File No. P24-061), which adjusted the common lot line between Tax Lot 2511 and Tax Lot 5101, located at 205 Jade Street (the staff report from that meeting is included as Attachment 4). The property is located within the Limited Residential (LR) Zone District and partially within the Mountain Overlay District (MOD). See Figure 1 below for the location of the subject property. The application shifted the common lot line from a north/south orientation to an east/west orientation and created equal lot sizes for the newly created Lot 1 and Lot 2. A 20' wide access and utility easement was also added on Lot 1 to access Lot 2 from Jade Street. Although the Lot Line Shift application was approved, the Jade Subdivision final plat was never recorded.



Figure 1: Subject Property (highlighted in blue)

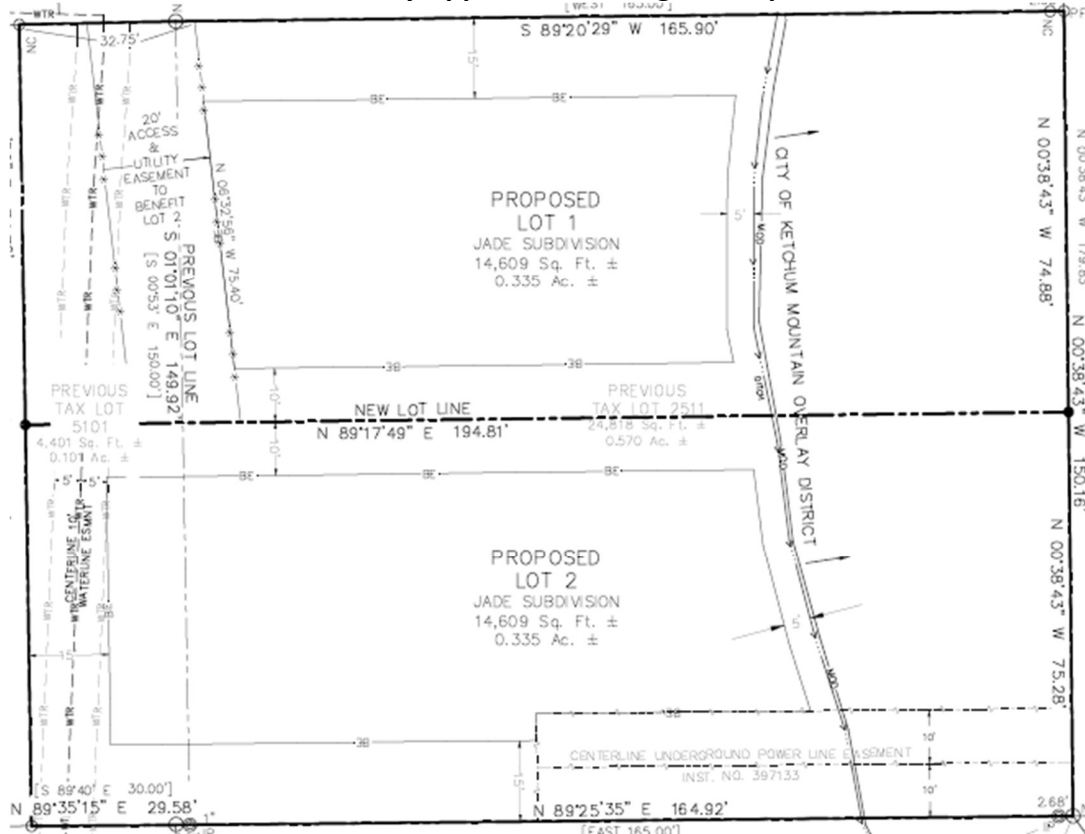
Since the City Council meeting, the applicant has submitted an amendment to the original Lot Line Shift application for the Jade Subdivision (File No. P25-018), which is proposing to shift the 20' access easement to the west on Lot 1 and adjust the boundaries of the building envelopes on Lots 1 and 2. The purpose of modifying the building envelopes is to make the developable area of both Lots 1 and 2 clear to current and future property owners. No other changes to the plat are proposed from the previous application.

The proposal shifts the location of the access easement further to the west, which now overlaps the waterline easement on Lot 1. As shown on sheet 1 of the final plat in Attachment 2, plat note #5 was amended to add language stipulating that the owners of Lot 1 and 2, at their sole expense, are responsible for any damage to the driveway as a result of construction, maintenance, connection, or repair of the water line. The overlap of the access easement and the waterline easement was reviewed and approved by the Water Department.

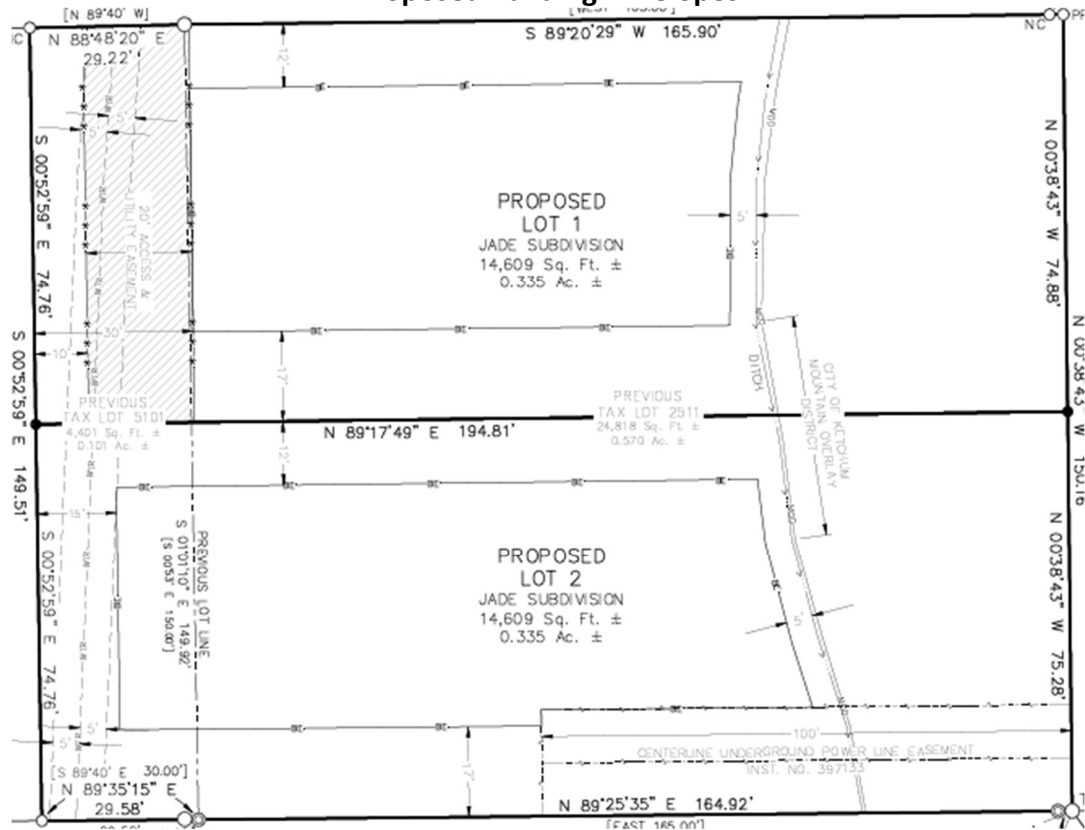
The proposal is also modifying the front and rear setbacks of the building envelope on Lots 1 and 2. The front and rear setbacks have been modified to be setback 17' from the front property line and 12' from the rear property line. Previously, Lot 1 was setback 15' from the front and 10' from the rear and Lot 2 was setback 10' from the front and 15' from the rear. The only reason building envelopes are required on Lots 1 and 2 is because portions of the lots are within the MOD. As proposed, the building envelopes restrict development to portions of the property not within the MOD. The rationale for modifying the building envelope was to provide clarify to current and future property owners on the developable area of Lots 1 and 2. Please see Figure 2 below for a comparison of the previously approved and proposed building envelopes for Lot 1 and 2 on the final plat.

Figure 2: Previous and Proposed Building Envelopes on Lot 1 and Lot 2

Previously Approved Building Envelopes



Proposed Building Envelopes



The building envelopes as proposed allow for all permissible development within the underlying zone district. By setting the building envelope back 12' from the front lot line and 17' from the rear lot line, it allows for structures to meet the minimum setback requirements of the LR zone while allowing for encroachments of up to 3' into the setback area, as permitted by the KMC, all while being contained within the platted building envelope. Lot 1 and Lot 2 have not changed in size and both have a lot area of 14,609 square feet, which exceeds the 9,000-square-foot minimum lot area required in the LR Zone pursuant to KMC §17.12.030.

Consistent with KMC §16.04.060.B, the Readjustment of Lot Lines application was transmitted to city departments, including the City Engineer, Fire, Building, Utilities, and Streets departments, for review. The city department comments were provided to the applicant on June 9, 2025. The applicant submitted revised project plans on June 13, 2025. All city department comments were addressed and resolved on the revised plat. As conditioned, the Jade Subdivision Lot Line Shift Application meets the standards for Readjustment of Lot Lines under Title 16 of the Ketchum Municipal Code.

Staff is recommending condition of approval #1 related to the sequencing of future development. Tax Lot 2511 is developed with an existing single-family residence that was built in 1965 and a demolition permit (#25-KET-00088) has been submitted to demolish the residence and a replacement project building permit (#25-KET-00046) for a single family residence on Lot 2 has also been submitted to comply with the no net loss of dwelling units provision in KMC §15.16.040.A.2. The demolition permit will not be issued until the historic demolition noticing period ends and the permit fees for the replacement project have been paid. The demolition of the residence must occur prior to the recording of the final plat (condition of approval #1) in order to not create a non-conforming building across property lines.

Sustainability Impact:

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

Financial Impact:

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

1. Lot Line Shift Application Materials
2. Final Plat
3. Draft Findings of Fact, Conclusions of Law, and Decision
4. Jade Subdivision Lot Line Shift Application Staff Report – October 7, 2024 City Council Meeting



City of Ketchum

Attachment 1: Lot Line Shift Application Materials



City of Ketchum
Planning & Building

OFFICIAL USE ONLY
File Number: P25-018
Date Received: 5/2/25
By: GB
Fee Paid: \$2200
Approved Date:
Denied Date:
By:

Lot Line Shift Application

OWNER INFORMATION	
Owner Name:	Matt G. Dill, Gannon Michael Tidwell & Jennifer Lyn Tidwell, and William R. Kelly
Mailing Address:	4641 POST ST # 5224, EL DORADO HILLS, CA 95762
Phone:	Bruce Smith - Alpine Enterprises Inc. - (208) 727-1988
Email:	bsmith@alpineenterprisesinc.com
PROJECT INFORMATION	
Name of Proposed Plat:	Jade Subdivision
Representative of Owner:	Bruce Smith - Alpine Enterprises Inc.
Phone:	(208) 727-1988
Mailing Address:	P.O. Box 2037, Ketchum, ID 83340
Email:	bsmith@alpineenterprisesinc.com
Legal Land Description:	Tax Lots 2511 & 5101
Project Address:	205 Jade Street
Number of Lots:	2
Number of Units:	2
Total Land Area in Square Feet:	29,220 S.F.
Current Zoning District:	Limited Residential (LR)
Overlay District:	<input type="checkbox"/> Flood <input checked="" type="checkbox"/> Mountain <input type="checkbox"/> Avalanche
Easements to be Dedicated on the Final Plat (Describe Briefly):	
New Access & Utility Easement	
Existing Waterline & Power Easements	
ATTACHMENTS	
Attachments Necessary to Complete Application:	
1. A copy of a current lot book guarantee and recorded deed to the subject property;	
2. One (1) copy of preliminary plat; and,	
3. A CD or email of an electronic (.pdf) of the plat.	

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

Signature of Owner/Representative Bruce Smith PLS - Alpine Enterprises Inc.

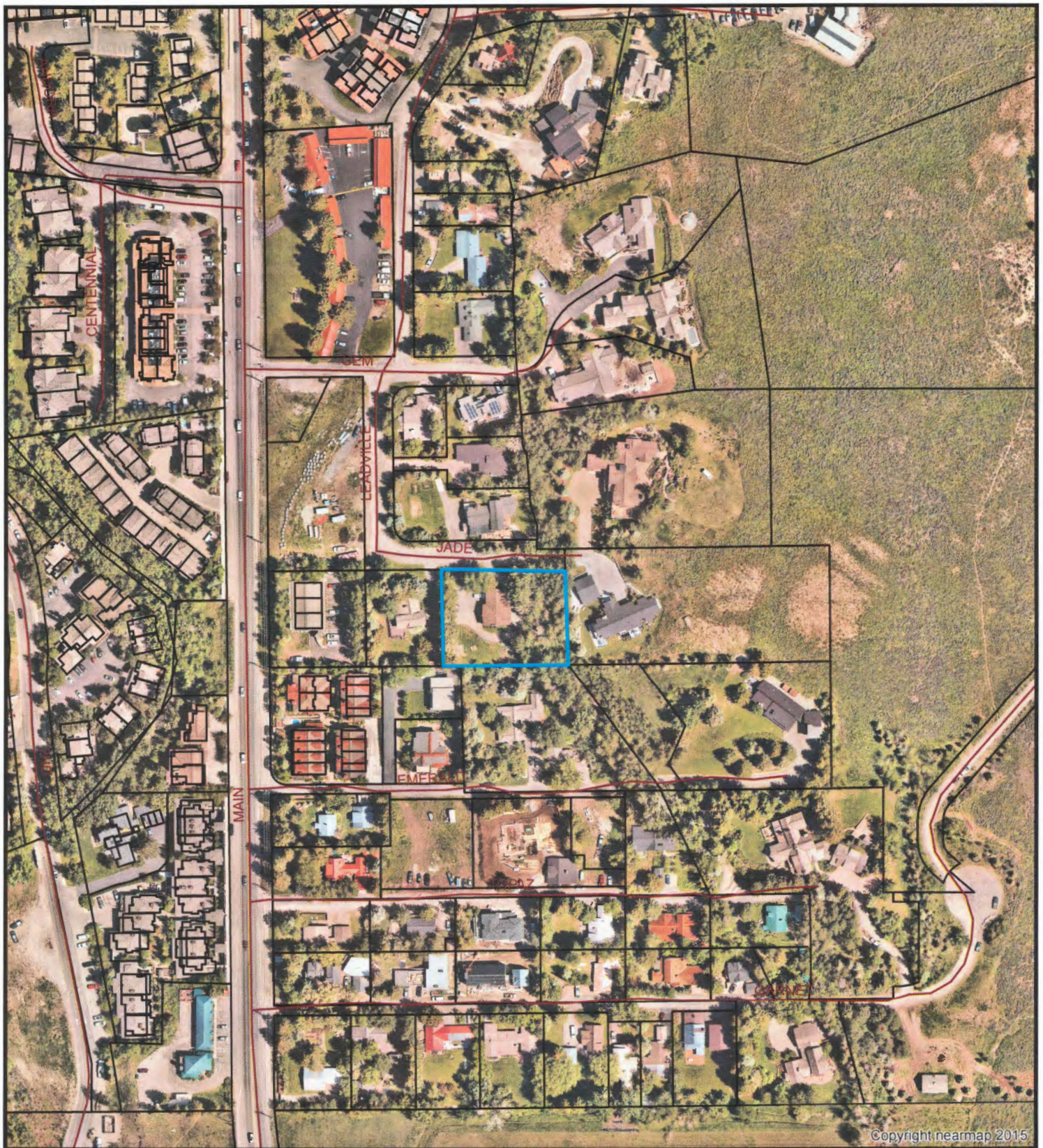
04/21/2025

Date

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

191 5th St. West | P.O. Box 2315 | Ketchum, ID 83340 | main 208.726.7801 | fax 208.726.7812

Facebook/CityofKetchum | twitter.com/Ketchum_Idaho | www.ketchumidaho.org



0 100 200
 Feet
 1 inch = 200 feet

A Vicinity Map Showing
 The Proposed Jade Subdivision
 Tax Lots 2511 & 5101, 205 Jade St.
 City of Ketchum
 Blaine County, Idaho

ALPINE ENTERPRISES INC.

PO Box 2037
 660 Bell Drive, Unit 1
 Ketchum, Idaho
 208-727-1988

June 2023

AGREEMENT FOR EASEMENT

THIS AGREEMENT made and entered into this 18th day of October, 1978, by and between JOSEPH RENE LAFLEUR and MAUREEN LAFLEUR, husband and wife, hereinafter referred to as Grantors, and the CITY OF KETCHUM, Idaho, a municipal corporation, organized and existing under and by virtue of the law of the State of Idaho, hereinafter referred to as Grantee.

WITNESSETH: WHEREAS, the Grantors are the owners of the following described lands and premises situate in the City of Ketchum, County of Blaine, State of Idaho, more particularly described as follows, to-wit:

A parcel of land in the Southeast Quarter of the Southwest Quarter (SE1/4 SW1/4) of Section Eighteen (18) Township Four (4) North, Range Eighteen (18) East of the Boise Meridian, more particularly described as follows: Beginning at a point on the East side of U.S. Highway No. 93, 695 feet North and approximately 1349.6 feet West of the South Quarter Corner of said Section 18, Township 4 North, Range 18 East, Boise Meridian; running thence East 330 feet to the true point of beginning; thence East 165 Feet; thence North 0° 53' West 150 feet, paralleling the East Boundary of U.S. Highway No. 93; thence West 165 feet; thence South 0° 53' East 150 feet to the true point of beginning.

That portion of the SE1/4 SW1/4 of Section 18, Township 4 North, Range 18 East Boise Meridian as follows: Beginning at a point approximately 695 feet North and 1049.5 feet North 89° 40' West from the South 1/4 corner of said Section 18; thence North 0° 53' West 150 feet; thence North 89° 40' West 30 feet; thence South 0° 53' East 150 feet; thence South 89° 40' East 30 feet to place of beginning.

WHEREAS, the Grantee is desirous of installing a subterranean water pipeline through, over and across the

portion of the above-described land in conjunction with a general project for the installation of a subterranean pressure water system throughout the corporate limites of the Grantee, and the Grantee, as an inducement and as consideration for the easement hereinafter provided for and conveyed by the Grantors to the Grantee, will do certain paving and connect the premises of the Grantors to said water system upon completion and the Grantee will give certain assurances to the Grantors herein-after set forth with respect to the maintenance of said easement after the initial installation of waterline has been made and is the mutual desire of the parties hereto to reduce their respective agreements to writing.

NOW, THEREFORE, in order to accomplish the aforesaid purposes, the parties hereto covenant and agree each with the others as follows: The Grantors for and in consideration of the promises and agreements of the Grantee hereinafter more particularly set forth, we hereby irrevocably grant an easement in perpetuity through, over and across that portion of the above-described lands of the Grantors more particularly described as follows, to-wit:

A 10 foot permanent waterline easement lying in the South 1/2 of the Southwest 1/4 of Section 18, Township 4 North, Range 18 East of the Boise Meridian, Blaine County, Idaho, lying Westerly of and adjacent to the following described line.

Commencing at the Southeast corner of the S 1/2 SW 1/4 Section 18; thence North 695 feet; thence West 1,049.6 feet to the REAL POINT OF BEGINNING; thence North 44° 07' East 35 feet; thence North 0° 53' West 130 feet to the Point of Ending of the above described permanent waterline easement.

Said easement herein granted to be limited to ten feet in width and only for the purpose of construction, maintenance, connection and repair through, over and across the last above-

AGREEMENT FOR EASEMENT/2

described portion of the Grantors' land which easement includes the right to all necessary access for the Grantee to enable the Grantee or its employees and agents do any necessary repair work, maintain or connection work on the said subterranean water pipeline installed within said area subject, however, to the following conditions.

The Grantee covenants and agrees that it will timely complete the work of installing said subterranean waterline and restore the surface to its former condition.

The Grantee covenants and agrees that it will so locate said waterline, that the same will not damage or interfere with the growth of existing trees on the western end of the property of the Grantors and that in the event such installation or any maintenance hereafter conducted pursuant to this easement does cause damage to any tree or trees of the Grantors, their heirs, successors or assigns, that the Grantee will cause such tree or trees to be replaced at the expense of the Grantee.

The Grantee covenants and agrees that it will provide a water hookup to the Grantors and will cause the same to be plumbed in to the existing waterline of the Grantors at the wellhead of the Grantors which installation will include any necessary meters for the purpose of metering water consumed by the Grantors, which installation by Grantee will occur not later than May 31, 1979.

The Grantee covenants and agrees that in the event winter maintenance to said line necessitates the removal of any snow whether the same is caused by natural snow fall or by plowing operations of the Grantors, that the Grantee will cause the same to be removed and displaced to a location that will not interfere with the ingress and egress of the Grantors to their said premises.

AGREEMENT FOR EASEMENT/3

As a further consideration to the Grantors for the execution of this Easement the Grantee covenants and agrees that it will pave Leadville Avenue from the intersection of Gem Street to Jade Street to the entrance of the driveway of the Grantors on or before August 31, 1979.

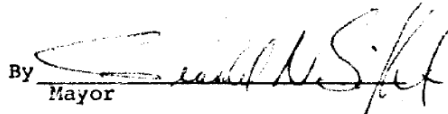
IN WITNESS WHEREOF the Grantors have hereunto set their hands and seals the day and year first above written and the Grantee by resolution of the City Counsel has caused this instrument to be executed the day and year first above written.

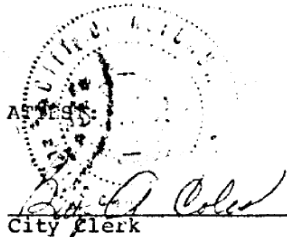

JOSEPH RENE LAFLEUR


MAUREEN LAFLEUR

Grantors

CITY OF KETCHUM, IDAHO
A municipal corporation

By 
Mayor


City Clerk

AGREEMENT FOR EASEMENT/4

STATE OF IDAHO)
) ss.
County of Blaine)

On this 18th day of October, 1978, before me a
Notary Public in and for said state, personally appeared
JOSEPH RENE LAFLEUR and MAUREEN LAFLEUR known to me to be
the persons whose names are subscribed to the foregoing
instrument, and acknowledged to me that they executed the
same.



Jamie Bell Moore
Notary Public
Residing at Ketchum, Idaho

STATE OF IDAHO)
) ss.
County of Blaine)

On this 12th day of October, 1978, before me a
Notary Public in and for said state, personally appeared
GERALD SEIFFERT, known to me to be the Mayor of the City
of Ketchum that executed the within instrument and acknowledged
to me that the City of Ketchum, Idaho, executed the same.



James B. Jaquet
Notary Public
Residing at Ketchum, Idaho

AGREEMENT FOR EASEMENT/5

1
Mary Ann
MARIE NE LIVA
James M. Blalock
Nov 6
78

No. 188427



UNDERGROUND POWER LINE EASEMENT INDIVIDUAL

Rene' LaFleur

and NA

Grantor(s) of Blaine County, State of Idaho do hereby grant and convey to IDAHO POWER COMPANY, a corporation, with its principal office located at 1221 Idaho Street, Boise, Idaho, its licensees, successors and assigns, Grantee, for One Dollar and other valuable considerations, receipt of which is hereby acknowledged, a permanent and perpetual easement and right of way, sufficient in width to install and maintain an underground electric power line and related facilities, including, but not limited to, pad mounted transformers, including the perpetual right of ingress and egress, at all reasonable times, to construct, maintain and repair underground power lines and above ground pad mounted transformers over, through, under and across said lands, together with the right, at the sole expense of Grantee, to excavate and refill ditches and trenches for the location of said power lines and transformers, and the further right to remove trees, bushes, sod, flowers and shrubbery and other obstructions and improvements, interfering with the location, construction and maintenance of said power lines, over, on and across the following premises, belonging to the said Grantor(s) in BLAINE County, State of IDAHO, in the following location, to-wit:

A parcel of land in the SE $\frac{1}{4}$ SW $\frac{1}{4}$ Section 18, T4N, R18E, BM, Blaine County, Idaho, more particularly described as follows:

A 20.0 foot strip of land being 10.0 feet on each side of the following described survey line:

Commencing at the South quarter corner of said Section 18 and running thence West a distance of 1049.6 feet; thence North a distance of 705 feet; thence East a distance of 65 feet to the REAL POINT OF BEGINNING; thence continuing East a distance of 100 feet to the point of terminus.....

The electrical system generally will consist of buried power wires, above ground pad mounted transformers, junction boxes and other equipment, part of which may extend above ground, necessary to serve electric power to these premises and adjacent premises.

Executed and delivered this 3/9/96 day of _____, 19____.

Rene Lafluer

For County Recorder's Use Only

397133

Easement

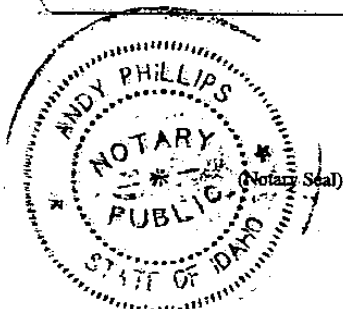
BLAINE CO. REQUEST
OF: Idaho Power

'96 DEC 6 PM 12 55

MARY GREEN, CLERK

FEES \$ 3.00

YMP



STATE OF Idaho }
County of Blaine } ss.

On this 8th day of May, 1996, before me, ANDY PHILLIPS
a Notary Public, personally appeared RENE LAFLUER and
known to me to be the person(s) who executed the foregoing
instrument and acknowledged to me that she executed the same freely and voluntarily for the uses and purposes therein mentioned.

Notary Public, residing at Blaine

Commission expires July 20, 2000

THIS AGREEMENT MAY BE EXECUTED IN COUNTERPART,
AND AS EXECUTED SHALL CONSTITUTE ONE AGREEMENT.
BONDING ON ALL PARTIES, EVEN THOUGH ALL THE
PARTIES DO NOT SIGN THE ORIGINAL OR THE SAME
COUNTERPART.



WARRANTY DEED

FOR VALUE RECEIVED

Hubert Esperon and Marissa Dineen, husband and wife

GRANTOR(S), hereby grants, bargains, sells, conveys and warrants unto

Matt G. Dill, a single man, as to an undivided 1/3 interest, Gannon Michael Tidwell and Jennifer Lyn Tidwell, husband and wife, as to an undivided 1/3 interest, and William R. Kelly a single man, as to an undivided 1/3 interest


GRANTEE(S) whose current address is: 4641 Post St. #5224, El Dorado Hills, CA 95762

the following described premises, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those to which this conveyance is expressly made subject to and those made, suffered or done by the Grantee; and subject to all existing patent reservations; restrictions in railroad deeds of record; easements and rights of way established and of record; protective covenants of record; zoning ordinances and applicable building codes, use restrictions, ordinances, laws and regulations of any governmental unit; general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable; and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Dated this 7th day of October 2023

Hubert Esperon 


Marissa Dineen

~~State of Idaho~~ State of Washington
~~County of Blaine~~ County of King

This record was acknowledged before me on 07 day of October, 2023, by Hubert
~~Esperon and~~ Marissa Dineen.

Tami Lindquist

~~Notary Public Curtis S. Chambers~~ Tami Lindquist
My Commission Expires: 08/30/2024 BG4WDR

(STAMP)

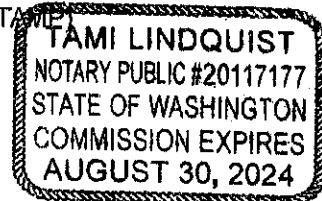


EXHIBIT "A"
LEGAL DESCRIPTION

A parcel of land in the Southeast Quarter of the South West Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Eighteen (18), Township Four (4) North, Range Eighteen (18) East of the Boise Meridian, Blaine County, Idaho, more particularly described as follows:

Beginning at a point on the East side of the US. Highway No. 93, 695 feet North and approximately 1349.6 feet West of the South Quarter Corner of said Section 18, Township 4 North, Range 18 East, Boise Meridian; running thence East 300 feet to the TRUE POINT OF BEGINNING;
Thence East 165 feet;
Thence North 0°53' West 150 feet, paralleling the East Boundary of U.S. Highway No. 93;
Thence West 165 feet;
Thence South 0°53' East 150 feet to the True Point of Beginning

AND

A parcel of land in the Southeast Quarter of the South West Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Eighteen (18), Township Four (4) North, Range Eighteen (18) East of the Boise Meridian, Blaine County, Idaho, more particularly described as follows:

Beginning at a point approximately 695 feet North and 1049.6 feet North 89°40' West from the South $\frac{1}{4}$ corner of said Section 18;
Thence North 0°53' West 150 feet;
Thence North 89°40' West 30 feet;
Thence South 0°53' East 150 feet;
Thence South 89°40' East 30 feet to the place of beginning

THIS AGREEMENT MAY BE EXECUTED IN COUNTERPART,
AND AS EXECUTED SHALL CONSTITUTE ONE AGREEMENT.
BONDING ON ALL PARTIES, EVEN THOUGH ALL THE
PARTIES DO NOT SIGN THE ORIGINAL OR THE SAME
COUNTERPART.



WARRANTY DEED

FOR VALUE RECEIVED

Hubert Esperon and Marissa Dineen, husband and wife

GRANTOR(S), hereby grants, bargains, sells, conveys and warrants unto

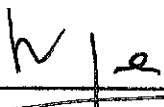
Matt G. Dill, a single man, as to an undivided 1/3 interest, Gannon Michael Tidwell and Jennifer Lyn Tidwell, husband and wife, as to an undivided 1/3 interest, and William R. Kelly a single man, as to an undivided 1/3 interest


GRANTEE(S) whose current address is: 4641 Post St. #5224, El Dorado Hills,
CA 95762
the following described premises, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO


TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those to which this conveyance is expressly made subject to and those made, suffered or done by the Grantee; and subject to all existing patent reservations; restrictions in railroad deeds of record; easements and rights of way established and of record; protective covenants of record; zoning ordinances and applicable building codes, use restrictions, ordinances, laws and regulations of any governmental unit; general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable; and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Dated this 7 day of October, 2023


Hubert Esperon

N/A 
Marissa Dineen

TARGHEE JAMES BYERLY
Notary Public - State of Idaho
Commission Number 20233156
My Commission Expires Aug 10, 2029

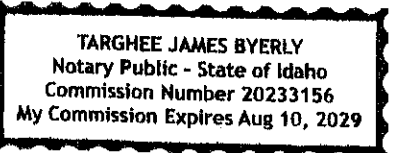
 10/17/23

State of Idaho
County of Blaine

This record was acknowledged before me on 7 day of October, 23, by Hubert
Esperon (and Marissa Dineen.)

N/A

(STAMP)



10/7/23
~~Notary Public Curtis S. Chambers~~ Targhee James Byerly
My Commission Expires: Aug 10 29 ~~BC4WBI~~

EXHIBIT "A"
LEGAL DESCRIPTION

A parcel of land in the Southeast Quarter of the South West Quarter (SE¼SW¼) of Section Eighteen (18), Township Four (4) North, Range Eighteen (18) East of the Boise Meridian, Blaine County, Idaho, more particularly described as follows:

Beginning at a point on the East side of the US. Highway No. 93, 695 feet North and approximately 1349.6 feet West of the South Quarter Corner of said Section 18, Township 4 North, Range 18 East, Boise Meridian; running thence East 300 feet to the TRUE POINT OF BEGINNING;
Thence East 165 feet;
Thence North 0°53' West 150 feet, paralleling the East Boundary of U.S. Highway No. 93;
Thence West 165 feet;
Thence South 0°53' East 150 feet to the True Point of Beginning

AND

A parcel of land in the Southeast Quarter of the South West Quarter (SE¼SW¼) of Section Eighteen (18), Township Four (4) North, Range Eighteen (18) East of the Boise Meridian, Blaine County, Idaho, more particularly described as follows:

Beginning at a point approximately 695 feet North and 1049.6 feet North 89°40' West from the South ¼ corner of said Section 18;
Thence North 0°53' West 150 feet;
Thence North 89°40' West 30 feet;
Thence South 0°53' East 150 feet;
Thence South 89°40' East 30 feet to the place of beginning

ALTA Commitment for Title Insurance



Issued By Old Republic National Title Insurance Company

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Blaine County Title, Inc.
360 Sun Valley Road
P.O. Box 3176
Ketchum, ID 83340
(208) 726-0700


Authorized Countersignature

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607
(612) 371-1111 www.oldrepublictitle.com

By  President

Attest  Secretary

COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I - Requirements;
- f. Schedule B, Part II - Exceptions; and
- g. a countersignature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I - Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

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10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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Transaction Identification Data, for which the Company assumes no liability as set forth in Condition 5 e.:

Issuing Agent: Blaine County Title, Inc.
Issuing Office: 360 Sun Valley Road, P.O. Box 3176, Ketchum, ID 83340
Issuing Office's ALTA® Registry ID: 1074245
Loan ID Number:
Commitment Number: 2325199
Issuing Office File Number: 2325199
Property Address: 205 Jade St., Ketchum, ID 83340
Revision Number:

SCHEDULE A

COMMITMENT

1. Commitment Date: August 29, 2023 at 8:00 A.M.
2. Policy to be issued:
 - (a) 2021 ALTA® Owner's Policy
Proposed Insured: Matthew G. Dill
Proposed Amount of Insurance: \$ 2,655,000.00
The estate or interest to be insured: Fee Simple
 - (b) 2021 ALTA® Loan Policy
Proposed Insured:
Proposed Amount of Insurance \$
The estate or interest to be insured:
3. The estate or interest in the Land at the Commitment Date is:

Fee Simple
4. The Title is, at the Commitment Date, vested in:
Hubert Esperon and Marissa Dineen, husband and wife
and, as disclosed in the Public Records, has been since April 04, 2011
5. The Land is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

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EXHIBIT "A"

LEGAL DESCRIPTION

A parcel of land in the Southeast Quarter of the South West Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Eighteen (18), Township Four (4) North, Range Eighteen (18) East of the Boise Meridian, Blaine County, Idaho, more particularly described as follows:

Beginning at a point on the East side of the US. Highway No. 93, 695 feet North and approximately 1349.6 feet West of the South Quarter Corner of said Section 18, Township 4 North, Range 18 East, Boise Meridian; running thence East 300 feet to the TRUE POINT OF BEGINNING;

Thence East 165 feet;

Thence North 0°53' West 150 feet, paralleling the East Boundary of U.S. Highway No. 93;

Thence West 165 feet;

Thence South 0°53' East 150 feet to the True Point of Beginning

AND

A parcel of land in the Southeast Quarter of the South West Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Eighteen (18), Township Four (4) North, Range Eighteen (18) East of the Boise Meridian, Blaine County, Idaho, more particularly described as follows:

Beginning at a point approximately 695 feet North and 1049.6 feet North 89°40' West from the South $\frac{1}{4}$ corner of said Section 18;

Thence North 0°53' West 150 feet;

Thence North 89°40' West 30 feet;

Thence South 0°53' East 150 feet;

Thence South 89°40' East 30 feet to the place of beginning

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

SCHEDULE B I

COMMITMENT

REQUIREMENTS

File No.: 2325199

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Warranty Deed from Hubert Esperon and Marissa Dineen, husband and wife to Matthew G. Dill conveying the title to the Land herein described.
5. The Company requires evidence of the marital status of **Matthew G. Dill**. If said person is married the Company requires the joinder of the spouse.
6. If the policies to be issued are in excess of \$1,000,000.00 or involve unusual risks, approval to issue such policies must be obtained from Old Republic National Title Insurance Company. This commitment and any policies to be issued are subject to any additional limitations, requirements or exceptions made by Old Republic National Title Insurance Company.
7. Delivery to the Company of the Affidavit as to Debts and Liens. Upon acceptance and review of said Affidavit, title will be subject to such further matters as appear necessary and appropriate following such review.
8. Pursuant to the State of Idaho Insurance Regulations, a cancellation fee is to be charged on all cancelled orders. Unless otherwise advised, orders will be considered cancelled six months after the effective date on the Commitment. The amount of the fee assessed shall be in accordance with our rate filing with the Idaho Department of Insurance.

If you should decide to change lenders within six months, this commitment can be transferred to avoid a cancellation charge.

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ORT Form 4757 B I

Schedule B I – ALTA Commitment 2021 v 01.00 07/01/2021

File No. 2325199

SCHEDULE B II

COMMITMENT

EXCEPTIONS FROM COVERAGE

File No.: 2325199

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by Public Records.
3. Any facts, rights, interests, or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
4. Easements, liens, or encumbrances, or claims thereof, which are not shown by the Public Records.
5. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims, or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
7. Any lien or right to a lien for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
8. Rights of the state or federal government and/or public in and to any portion of the land for right of way (whether or not such rights are shown by recordings of easements and/or maps in the Public Records by the State of Idaho showing the general location of these rights of way).
9. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. Stewart makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interest that are not listed.

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ORT Form 4757 B II

Schedule B II – ALTA Commitment 2021 v 01.00 07/01/2021

File No. 2325199

SCHEDULE B II

COMMITMENT

EXCEPTIONS FROM COVERAGE

10. General taxes for the year 2023 and subsequent years, which are a lien not yet payable.

Note: General taxes for the year 2022, a lien in the amount of \$8,761.24, which are paid in full. (Parcel No. RPK4N180180570)

11. Water, sewer, rubbish charges of the City of Ketchum.
12. Ketchum rubbish charges billed by Clear Creek Disposal.
13. Title to, and easements in, any portion of the land lying within any highways, roads, streets, or other ways.
14. Agreement for Easement, including the terms and provisions thereof, recorded November 6, 1978 as [Instrument No. 188427](#), records of Blaine County, Idaho.
15. Underground Power Line Easement, including the terms and provisions thereof, recorded December 6, 1996 as [Instrument No. 397133](#), records of Blaine County, Idaho.
16. Notices of liens if any, in favor of the State Tax Commission, the Department of Labor and Department of Health and Welfare of the State of Idaho filed in the office of the Secretary of State pursuant to Chapter 19, Title 45, Idaho Code. (The Idaho State Tax Commission electronically files liens with the office of the Secretary of State and not with the Blaine County Recorder. Until final review at closing, title may be subject to such further matters as appear necessary and appropriate following such review.)

Item 1 will be removed upon final review at closing, title may be subject to such further matters as appear necessary and appropriate following such review.

Items 2-5 and 7-9 may be removed upon issuance of any ALTA Extended Coverage Policy.

Copies of all recorded documents outlined in this section are available upon request.

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ORT Form 4757 B II

Schedule B II – ALTA Commitment 2021 v 01.00 07/01/2021

File No. 2325199

Page 2

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FACTS	WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?
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Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

Go to www.oldrepublictitle.com (Contact Us)

Who we are	
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do	
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit https://www.oldrepublictitle.com/privacy-policy
How does Old Republic Title collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> • Give us your contact information or show your driver's license • Show your government-issued ID or provide your mortgage information • Make a wire transfer <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes - information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See the State Privacy Rights section location at https://www.oldrepublictitle.com/privacy-policy for your rights under state law.</p>

Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., and Mississippi Valley Title Services Company</i>
Non-affiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Old Republic Title does not share with non-affiliates so they can market to you</i>
Joint marketing	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • <i>Old Republic Title doesn't jointly market.</i>

Affiliates Who May be Delivering This Notice

American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.	eRecording Partners Network, LLC
Genesis Abstract, LLC	Guardian Consumer Services, Inc.	iMarc, Inc.	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mississippi Valley Title Services Company	National Title Agent's Services Company	Old Republic Branch Information Services, Inc.
Old Republic Diversified Services, Inc.	Old Republic Escrow of Vancouver, Inc.	Old Republic Exchange Company	Old Republic National Ancillary Services, Inc.	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic National Title Insurance Company	Old Republic Title Company	Old Republic Title Companies, Inc.	Old Republic Title Company of Conroe	Old Republic Title Company of Indiana
Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma	Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee
Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.	Old Republic Title, Ltd.	RamQuest Software, Inc.	Republic Abstract & Settlement, LLC
Sentry Abstract Company	Surety Title Agency, Inc.	Trident Land Transfer Company, LLC		

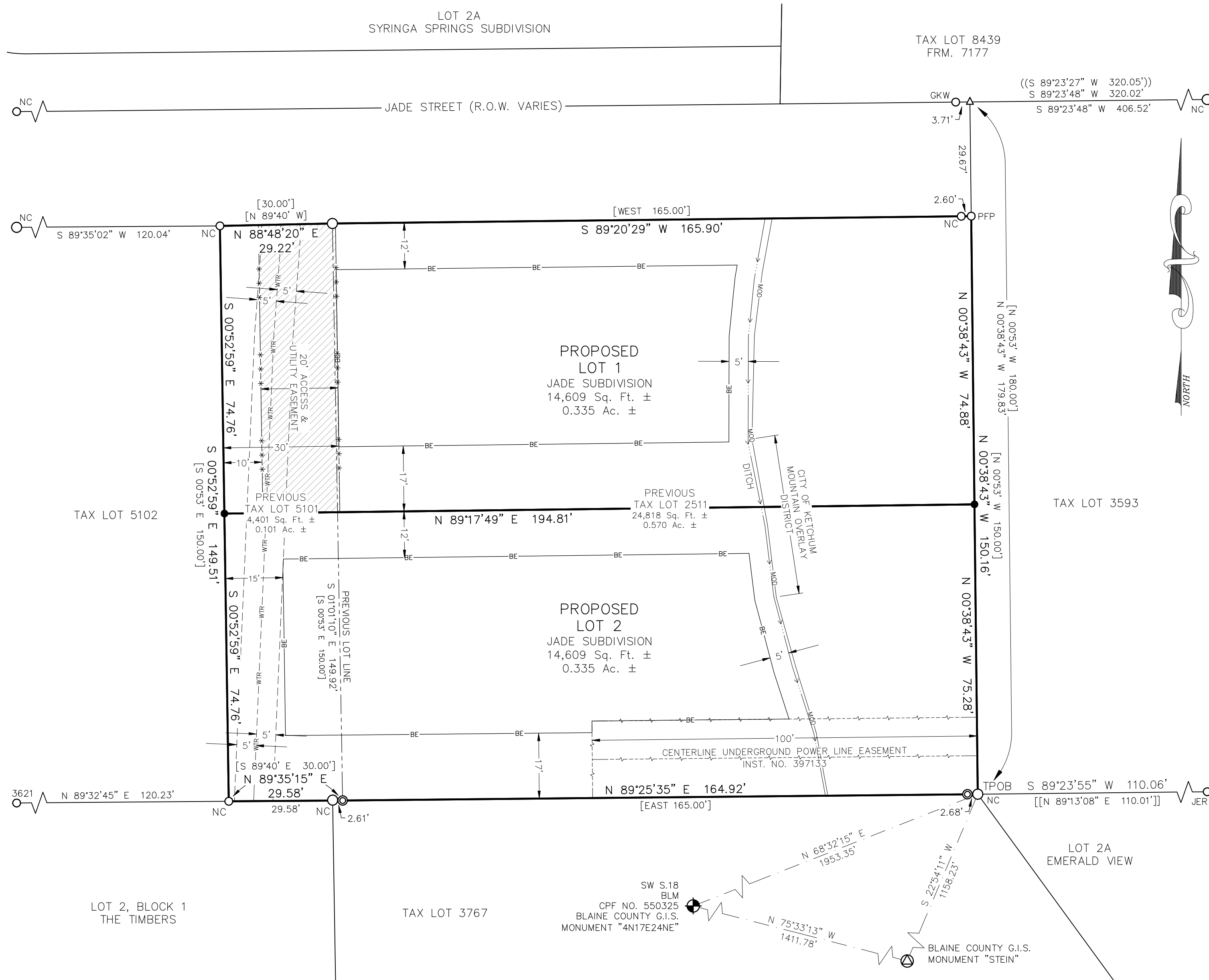


City of Ketchum

Attachment 2: Final Plat

A PLAT SHOWING
JADE SUBDIVISION

WHEREIN THE LOT LINE COMMON TO TAX LOTS 2511 & 5101 IS SHIFTED
CREATING LOTS 1 & 2, JADE SUBDIVISION AS SHOWN HEREON
LOCATED WITHIN
SECTION 18, T.4N., R.18E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
JUNE 2025



LEGEND

- Subject Boundary
- Centerline Right-of-Way
- Adjoiner Lot Lines
- Eliminated Lot Line
- 20' Wide Access & Utility Easement
- Building Envelopes
- 20' Wide Underground Power Line Easement, Inst. No. 397133
- 6" Water Main - Centerline of Easement
- 10' Wide Waterline Easement, Inst. No. 188427
- Mountain Overlay District (City of Ketchum)
- Ditch Flow Line
- Blaine County G.I.S. Tie
- FND IP - Found Iron Pipe
- Found Brass Cap, as Shown
- Found Aluminum Cap, as Shown
- Found 1/2" Rebar, as Shown
- Found 5/8" Rebar, as Shown
- Set 1/2" Rebar, PLS 7048
- Calculated Point, Nothing Set
- TPOB True Point of Beginning
- NC No Cap
- [] Record Bearing and Distance
- Blaine County Assessor Tax Lot Legal Descriptions
- (()) Record Bearing and Distance
- Instrument Number 648892

NOTES

- Basis of Bearings is Grid North per Idaho State Plane Coordinate System, NAD83, (1992) Central Zone, at Grid in US Survey Feet with a Combined Project Scale Factor of 0.99968040 and a Grid North to Geodetic North Convergence Angle of N 00°14'53" E. Ground distances will be slightly longer.
- Boundary Information used or considered includes:
 - Syringa Springs Subdivision, Instrument Number 302320;
 - Coho Office Condominiums, Instrument Number 333721;
 - Lot 2A, Syringa Springs Subdivision, Instrument Number 470534;
 - The Timbers, Instrument Number 535763;
 - Lot 1A, Irby Subdivision, Instrument Number 588845;
 - Emerald View : Lots 1A & 2A; Instrument Number 608012;
 - Record of Survey, Instrument Number 648892;
 - Replat of Lot 2, Gem Street Subdivision, Instrument Number 693437;
 - all Records of Blaine County, Idaho.
- The 20' Access and Utility Easement on Lot 1 is to Benefit Lot 2 for the purposes of Ingress, Egress and Public Utilities.
- The Underground Power Easement on Lot 2, Inst. No. 397133 is to Benefit Idaho Power Company for the Installation and Maintenance of Underground Power Lines and Facilities.
- The 10' Waterline Easement shown is per Inst. No. 188427 "Agreement For Easement" to Benefit the City of Ketchum for the for the purposes of Construction Maintenance, Connection and Repair. Said Easement shown hereon is the actual physical location of said Waterline per City Utility Dept. and the field location of Valves and differs slightly from the Record Premises. Any damage to the driveway resulting from said construction, maintenance, connection or repair of the water line is the responsibility of the property owners of Lots 1 and 2 at their sole expense.
- There shall be a 10' Centered Ditch Maintenance Easement along said Ditch to Benefit the Water Users.

SURVEYOR NARRATIVE

The purpose of this plat is to shift the line between Tax Lots 5101 & 2511 creating Lots 1 & 2 of Jade Subdivision. Found monuments were accepted except the double monuments on the easterly boundary where the the westerly monuments were rejected and care was given to make sure the adjoiners got their deeded distances and areas.

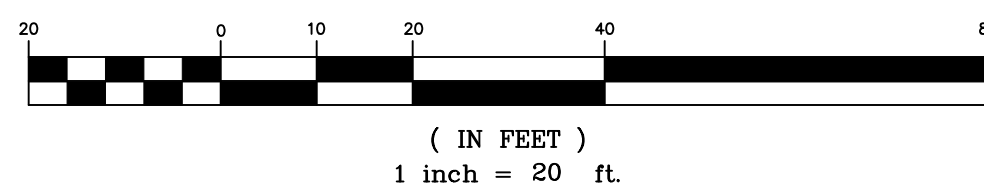


JADE SUBDIVISION
ALPINE ENTERPRISES INC.
KETCHUM, IDAHO
SHEET 1 OF 3

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

Date _____ South Central Public Health District, EHS

GRAPHIC SCALE



CERTIFICATE OF OWNERSHIP

This is to certify that the undersigned, are the owners in fee simple of the following described parcels of land:

Parcels of land located within Section 18, Township 4 North, Range 18 East, Boise Meridian, City of Ketchum, Blaine County, Idaho; more particularly described as follows:

TAX LOT 2511:Beginning at a point on the East side of State Hwy 75, 695 feet North and approximately 1349.6 West of the South Quarter Corner of said Section 18, Township 4 North, Range 18 East, Boise Meridian; running thence East 300 feet to the TRUE POINT OF BEGINNING; Thence East 165 feet; Thence North 0°53’ West, 150 feet, paralleling the East Boundary of State Hwy 75; Thence West 165 feet; Thence South 0°53’ East, 150 feet to the True Point of Beginning.

And
Tax Lot 5101: Beginning at a point approximately 695 feet North and 1049.6 feet North 89°40’ West from the South ¼ Corner of said Section 18; Thence North 0°53’ West, 150 feet; Thence North 89°40’ West, 30 feet; Thence South 0°53’ East, 150 feet;Thence South 89°40’ East, 30 feet to the place of beginning; Records of the Blaine County Assessor.

The easements indicated hereon are not dedicated to the public, but the right to use said easements is hereby reserved for the public utilities and for any other uses indicated hereon and no permanent structures are to be erected within the lines of said easements. We do hereby certify that all lots in this plat will be eligible to receive water service from an existing water distribution system and that the existing water distribution system has agreed in writing to serve all of the lots shown within this plat.

It is the intent of the owners to hereby include said land in this plat and to Re–Plat it as shown hereon.

Mathew G. Dill

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss

On this ____ day of _____, 2025, before me, a Notary Public in and for said State, personally appeared MATHEW G. DILL, a single man, as to an undivided ½ interest, known or identified to me, to be the person whose name is subscribed to the Owner’s Certificate and acknowledged to me that he executed the same.

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

Notary Public

Residing at

My Commission Expires

Gannon Michael Tidwell

Jennifer Lyn Tidwell

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss

On this ____ day of _____, 2025, before me, a Notary Public in and for said State, personally appeared GANNON MICHAEL TIDWELL and JENNIFER LYN TIDWELL, Husband and Wife as to an undivided ½ interest, known or identified to me, to be the persons whose names are subscribed to the Owner’s Certificate and acknowledged to me that they executed the same.

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

Notary Public

Residing at

My Commission Expires

William R. Kelly

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss

On this ____ day of _____, 2025, before me, a Notary Public in and for said State, personally appeared WILLIAM R. KELLY, a single man, as to an undivided ½ interest, known or identified to me, to be the person whose name is subscribed to the Owner’s Certificate and acknowledged to me that he executed the same.

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

Notary Public

Residing at

My Commission Expires

KETCHUM CITY COUNCIL CERTIFICATE

I, the undersigned, City Clerk, in and for the City of Ketchum, Blaine County, Idaho, do hereby certify that at a regular meeting of the City Council held on the ____day of _____, 2025, this Plat was duly Accepted and Approved.

Trent Donat, City Clerk, City of Ketchum

CITY PLANNER’S CERTIFICATE

I, the undersigned, Planner in and for the City of Ketchum, Blaine County, Idaho, do hereby approve this plat on this ____ day of_____. 2025, and Certify that it is in accordance with the City of Ketchum Subdivision Ordinance.

Paige Nied, City Planner, City of Ketchum

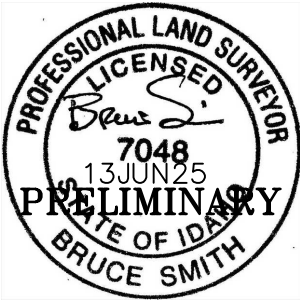
CITY ENGINEER’S CERTIFICATE

I, the undersigned, City Engineer, in and for the City of Ketchum. Blaine County, Idaho, do hereby approve this Plat on this____day of _____, 2025 and certify that it is in accordance with the City of Ketchum Subdivision Ordinance.

Robyn Mattison, City Engineer,
City of Ketchum

SURVEYOR’S CERTIFICATE

I, Bruce Smith, a duly licensed Professional Land Surveyor in the State of Idaho, do hereby certify that this plat of Jade Subdivision is a true and accurate map of the land surveyed under my direct supervision and that it is in accordance with the Idaho State Code relating to plats and surveys.



COUNTY SURVEYOR’S APPROVAL

I, Sam Young, County Surveyor for Blaine County, Idaho, have checked the foregoing plat and computations for making the same and have determined that they comply with the laws of the State of Idaho relating thereto.

Sam Young, PLS 11577
County Surveyor

COUNTY TREASURER’S APPROVAL

I, the Undersigned, County Treasurer in and for Blaine County, State of Idaho, per the Requirements of Idaho Code 50–1308, do hereby Certify that any and all Current and/or Delinquent County Property Taxes for the Property included in this Plat of JADE SUBDIVISION have been paid in full on this _____ day of _____ 2025. This Certification is valid for the next thirty (30) days only.

Blaine County Treasurer

COUNTY RECORDER’S CERTIFICATE

STATE OF IDAHO }
COUNTY OF BLAINE } ss

This is to certify that the foregoing Plat was Filed in the Office of the Recorder of Blaine County, Idaho, and Duly Recorded at the Time, Date, and Instrument Number shown below.

Ex—officio Recorder



City of Ketchum

Attachment 3:

Draft Findings of Fact, Conclusions of Law, and Decision



IN RE:)	
)	
Jade Subdivision)	KETCHUM CITY COUNCIL
Lot Line Shift (Readjustment of Lot Lines))	FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
Date: July 7, 2025)	DECISION
)	
File Number: P25-018)	

Findings Regarding Application Filed

PROJECT:	Jade Subdivision Amendment
APPLICATION TYPE:	Lot Line Shift (Readjustment of Lot Lines)
FILE NUMBER:	P25-018
PROPERTY OWNER:	Gannon Michael Tidwell & Matt G Dill
REPRESENTATIVE:	Bruce Smith, Alpine Enterprises Inc.
LOCATION:	205 Jade Street (Tax Lot 2511 and Tax Lot 5101)
ZONING:	Limited Residential (LR)
OVERLAY:	Mountain Overlay District (MOD)

RECORD OF PROCEEDINGS

Consistent with KMC §16.04.060.B, the Readjustment of Lot Lines application was transmitted to city departments, including the City Engineer, Fire, Building, Utilities, and Streets departments, for review. The city department comments were provided to the applicant on June 9, 2025. The applicant submitted revised project plans on June 13, 2025. All city department comments were addressed and resolved on the revised plat. The Ketchum City Council reviewed and approved the Jade Subdivision Lot Line Shift application (File No. P25-018) during their regular meeting on July 7, 2025.

A public hearing notice was mailed to all property owners within 300 feet of the project site and political subdivisions on June 18, 2025. The public hearing notice was published in the Idaho Mountain Express on June 18, 2025. The public hearing notice was posted on the city’s website on June 18, 2025.

FINDINGS OF FACT

On October 7, 2024, the City Council approved the Jade Subdivision Lot Line Shift Application (File No. P24-061), which adjusted the common lot line between Tax Lot 2511 and Tax Lot 5101, located at 205 Jade Street. The property is located within the Limited Residential (LR) Zone District and partially within

the Mountain Overlay District (MOD). The application shifted the common lot line from a north/south orientation to an east/west orientation and created equal lot sizes for the newly created Lot 1 and Lot 2. A 20' wide access and utility easement was also added on Lot 1 to access Lot 2 from Jade Street. Although the Lot Line Shift application was approved, the Jade Subdivision final plat was never recorded.

Since the City Council meeting, the applicant has submitted an amendment to the original Lot Line Shift application for the Jade Subdivision (File No. P25-018), which is proposing to shift the 20' access easement to the west on Lot 1 and adjust the boundaries of the building envelopes on Lots 1 and 2. The purpose of modifying the building envelopes is to make the developable area of both Lots 1 and 2 clear to current and future property owners. No other changes to the plat are proposed from the previous application.

The proposal is also modifying the front and rear setbacks of the building envelope on Lots 1 and 2. The front and rear setbacks have been modified to be setback 17' from the front property line and 12' from the rear property line. Previously, Lot 1 was setback 15' from the front and 10' from the rear and Lot 2 was setback 10' from the front and 15' from the rear. The only reason building envelopes are required on Lots 1 and 2 is because portions of the lots are within the MOD. As proposed, the building envelopes restrict development to portions of the property not within the MOD. The rationale for modifying the building envelope was to provide clarify to current and future property owners on the developable area of Lots 1 and 2.

The building envelopes as proposed allow for all permissible development within the underlying zone district. By setting the building envelope back 12' from the front lot line and 17' from the rear lot line, it allows for structures to meet the minimum setback requirements of the LR zone while allowing for encroachments of up to 3' into the setback area, as permitted by the KMC, all while being contained within the platted building envelope. Lot 1 and Lot 2 have not changed in size and both have a lot area of 14,609 square feet, which exceeds the 9,000-square-foot minimum lot area required in the LR Zone pursuant to KMC §17.12.030.

Staff is recommending condition of approval #1 related to the sequencing of future development. Tax Lot 2511 is developed with an existing single-family residence that was built in 1965 and a demolition permit (#25-KET-00088) has been submitted to demolish the residence and a replacement project building permit (#25-KET-00046) for a single family residence on Lot 2 has also been submitted to comply with the no net loss of dwelling units provision in KMC §15.16.040.A.2. The demolition permit will not be issued until the historic demolition noticing period ends and the permit fees for the replacement project have been paid. The demolition of the residence must occur prior to the recording of the final plat (condition of approval #1) in order to not create a non-conforming building across property lines.

FINDINGS REGARDING READJUSTMENT OF LOT LINES

Consistent with KMC §16.04.020, the proposal meets the definition of *Readjustment of Lot Lines* because: (1) the application proposes to shift the location of the access easement on Lot 1 and adjust the building envelopes on Lot 1 and Lot 2, (2) proposed Lot 1 and Lot 2 comply with all dimensional standards required in the LR zone, and (3) the proposal does not create additional lots or dwelling units.

Readjustment of Lot Lines: A change or modification of the boundary lines between existing lots or parcels of land or between dwelling units which does not reduce the area, frontage, width, depth or building setback lines of each lot below the minimum zoning requirements and which does not create additional lots or dwelling units. "Readjustment of Lot Lines" includes other minor changes to a subdivision, condominium, or townhouse plat such as, but not limited to, notation changes, boundary shifts and removal of lot line(s), each of which do not reduce the area, frontage, width, depth or building setback lines of each lot below the minimum zoning requirements nor create additional lots or dwelling units (KMC §16.04.020).

All land, condominium, and townhouse subdivisions within the City of Ketchum are subject to the standards contained in Ketchum Municipal Code, Title 16, Subdivision Regulations. Pursuant to KMC §16.04.010.D, the change or modification of boundary lines, whether or not any additional lot is created, shall comply with these regulations. Many subdivision standards are related to the design and construction of multiple new lots that will form new blocks and infrastructure, such as streets that will be dedicated and maintained by the city. The standards for certain improvements (KMC §16.04.040), including street, sanitary sewage disposal, and planting strip improvements, are not applicable as the project proposes to adjust the access easement location on Lot 1 and modify the building envelopes on Lot 1 and Lot 2. As conditioned, the proposed Jade Subdivision Lot Line Shift Application meets the standards for Readjustment of Lot Lines under Title 16 of Ketchum Municipal Code.

TABLE 1: FINDINGS REGARDING CONTENTS OF FINAL PLAT

Findings Regarding Contents of Final Plat and Subdivision Design & Development Requirements				
Compliant			Standards and Council Findings	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K	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:
			<i>Council Findings</i>	<i>The final plat mylar paper shall be prepared following Ketchum City Council review and approval of the lot line shift application and shall meet these standards.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.1	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.
			<i>Council Findings</i>	<i>The point of beginning of the subdivision description is tied to two governmental survey corners as shown on sheet 1 of the Final Plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.2	Location and description of monuments.

				<i>The location and description of monuments are provided on Sheet 1 of the Final Plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.3	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.
			Council Findings	<i>Sheet 1 of the final plat indicates property lines, the Jade Street right-of-way, the Mountain Overlay District (MOD), and building envelopes. Sheet 1 also indicates the existing waterline and underground power easements and the amended location of the access and utility easement and the ditch maintenance easement. The subject properties do not contain avalanche hazard area or floodplain.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.4	Names and locations of all adjoining subdivisions.
			Council Findings	<i>The subject property is adjacent to Tax Lot 5102, Tax Lot 3593, Tax Lot 3767, Lot 2A of Emerald View Subdivision, and Lot 2 Block 1 of the Timbers Subdivision. These adjacent properties are indicated on sheet 1 of the Final Plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.5	Name and right of way width of each street and other public rights of way.
			Council Findings	<i>This standard has been met. The final plat map indicates the existing Jade Street right-of-way, which has a varying width.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.6	Location, dimension and purpose of all easements, public or private.
			Council Findings	<i>Sheet 1 of the final plat shows the existing 10-foot-wide waterline easement recorded as Instrument No. 188427 and 20-foot-wide underground power easement recorded as Instrument No. 397133. The plat also identifies the amended location of the 20-foot-wide access and utility easement on Lot 1 and the 10-foot-wide ditch maintenance easement on Lot 1 and Lot 2.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.7	The blocks numbered consecutively throughout each block.
			Council Findings	<i>N/A. The adjustment proposed with this lot line shift is limited to shifting the access easement on Lot 1 to the west and modifying the building envelopes on Lot 1 and Lot 2. The lot line shift application does not create a new block.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.8	The outline of any property, other than a street, alley or easement, which is offered for dedication to public use, fully dimensioned by distances and bearings with the area marked "Dedicated to the City of Ketchum for Public Use", together with any other descriptive language with regard to the precise nature of the use of the land so dedicated.
			Council Findings	<i>N/A. This standard is not applicable as no dedications of this type are proposed or required.</i>

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.9	The title, which shall include the name of the subdivision, the name of the city, if appropriate, county and state, and the location and description of the subdivision referenced to section, township, range.
			<i>Council Findings</i>	<i>This standard has been met as shown on Sheet 1 of the final plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.10	Scale, north arrow and date.
				<i>This standard has been met, as shown on Sheet 1 of the final plat.</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
			<i>Council Findings</i>	<i>This standard has been met. The Jade Street right-of-way is indicated on Sheet 1 of the Final Plat. No additional streets are being created or dedicated.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.12	A provision in the owner's certificate referencing the county recorder's instrument number where the condominium declaration(s) and/or articles of incorporation of homeowners' association governing the subdivision are recorded.
			<i>Council Findings</i>	<i>N/A. This standard is not applicable as the existing residential subdivision is not governed by a homeowners' association.</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.
			<i>Council Findings</i>	<i>Sheet 3 of the Final Plat provides the certificate from the licensed Professional Land Surveyor certifying the accuracy of the plat survey.</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.
			<i>Council Findings</i>	<i>This standard has been met. A title report by Old Republic National Title Insurance Company dated August 29, 2023, and warranty deed by Blaine County Title dated October 7, 2023, were submitted with the application.</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.
			<i>Council Findings</i>	<i>Sheet 2 of the Final Plat includes a certificate of ownership and associated acknowledgement from all owners and holders of security interest with regard to the subject property.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.16	Certification and signature of the City Engineer verifying that the subdivision and design standards meet all City requirements.
			<i>Council Findings</i>	<i>Sheet 3 of the Final Plat includes the City Engineer's certificate.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.17	Certification and signature of the City Clerk of the City of Ketchum verifying that the subdivision has been approved by the council.
			<i>Council Findings</i>	<i>Sheet 3 of the Final Plat includes the certification and signature of the City Clerk verifying the subdivision has been approved by the City Council.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.18	Notation of any additional restrictions imposed by the council on the development of such subdivision to provide for the public health, safety and welfare.
			<i>Council Findings</i>	<i>This standard is not applicable because no additional restrictions are necessary to provide for the public health, safety, and welfare.</i>

FINDINGS REGARDING COMPLIANCE WITH SUBDIVISION DEVELOPMENT & DESIGN STANDARDS

Subdivision Development & Design Standards (Ketchum Municipal Code §16.04.040)				
Compliant				
Yes	No	N/A	City Code	City Standards
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.A	Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city. 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.
			<i>Findings</i>	<i>This standard is not applicable as this project shifts the access easement on Lot 1 to the west and modifies the building envelopes on Lot 1 and Lot 2. No improvements are proposed or required for this lot line shift.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.B	Improvement Plans: Prior to approval of final plat by the commission, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.
			<i>Findings</i>	<i>This standard is not applicable as this project shifts the access easement on Lot 1 to the west and modifies the building envelopes on Lot 1 and Lot 2. No additional improvements are proposed or required for this lot line shift.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.C	Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather conditions or other factors beyond the control of the subdivider, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be one year or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall

				automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.
			<i>Findings</i>	<i>This standard is not applicable as this project shifts the access easement on Lot 1 to the west and modifies the building envelopes on Lot 1 and Lot 2. No additional improvements are proposed or required for this lot line shift.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.D	As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.
			<i>Findings</i>	<i>This standard is not applicable as this project shifts the access easement on Lot 1 to the west and modifies the building envelopes on Lot 1 and Lot 2. No additional improvements are proposed or required for this lot line shift.</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.
			<i>Findings</i>	<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

			<p>envelopes shall be shown for the lot(s) so affected on the preliminary and final plats. The building envelopes shall be located in a manner designed to promote harmonious development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. Also, building envelopes shall be located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, watercourses and topographical features. Structures may only be built on buildable lots. Lots shall only be created that meet the definition of "lot, buildable" in section 16.04.020 of this chapter. Building envelopes shall be established outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following:</p> <p>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.</p> <p>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> <p>3. Corner lots shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use.</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.</p>
		Findings	<p><i>This standard has been met. Lot 1 and Lot 2 will both have a lot area of 14,609 square feet. The lot areas for Lot 1 and Lot 2 exceed the 9,000-square-foot minimum lot area required in the LR Zone pursuant to Ketchum Municipal Code §17.12.030. Lot 1 and Lot 2 comply with the dimensional standards required in the LR Zone. Lots 1 and 2 feature building envelopes, as the lots contain the MOD to the east of the ditch flow line as shown on Sheet 1 of the final plat. The building envelopes are outside of the MOD. Sheet 1 of the plat shows the amended location of the 20-foot-wide access and utility easement on Lot 1 to benefit Lot 2 for the purpose of ingress, egress, and public utilities. The application shifts the access easement further to the west and overlaps the existing waterline easement.</i></p>

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.G	<p>G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</p> <ol style="list-style-type: none"> 1. No block shall be longer than one thousand two hundred feet (1,200'), nor less than four hundred feet (400') between the street intersections, and shall have sufficient depth to provide for two (2) tiers of lots. 2. Blocks shall be laid out in such a manner as to comply with the lot requirements. 3. The layout of blocks shall take into consideration the natural topography of the land to promote access within the subdivision and minimize cuts and fills for roads and minimize adverse impact on environment, watercourses and topographical features. 4. Corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.
			<i>Findings</i>	<i>N/A. This standard is not applicable as this project shifts the access easement on Lot 1 to the west and modifies the building envelopes on Lot 1 and Lot 2. The lots are within an existing residential subdivision. This application does not create a new block.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H	<p>Street Improvement Requirements:</p> <ol style="list-style-type: none"> 1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land; 2. All streets shall be constructed to meet or exceed the criteria and standards set forth in chapter 12.04 of this code, and all other applicable ordinances, resolutions or regulations of the city or any other governmental entity having jurisdiction, now existing or adopted, amended or codified; 3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad or limited access highway right of way, the council may require a frontage street, planting strip, or similar design features; 4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods; 5. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven percent (7%) so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing; 6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds

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

				<p>any other property boundary as determined by the city engineer to be necessary for the provision of adequate public utilities.</p> <p>2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse.</p> <p>3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision.</p> <p>4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion.</p> <p>5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.</p> <p>6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the city.</p>
			<i>Findings</i>	<p><i>The application is amending the location of the 20-foot-wide access and utility easement on Lot 1, pushing it further to the west to overlap the existing waterline easement. A 10-foot-wide ditch maintenance easement is also dedicated on the plat. Sheet 1 of the plat also identifies the existing 10-foot-wide waterline easement recorded as Instrument No. 188427 and the existing Underground Power Easement recorded as Instrument No. 397133.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.K	<p>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</p>

				disposal in accordance with the requirements of the Idaho department of health and the council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety and welfare.
			<i>Findings</i>	<i>This standard is not applicable as this project shifts the access easement on Lot 1 to the west and modifies the building envelopes on Lot 1 and Lot 2. Sewer system improvements are not required for this lot line shift.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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.
			<i>Findings</i>	<i>This standard is not applicable as this project shifts the access easement on Lot 1 to the west and modifies the building envelopes on Lot 1 and Lot 2. Water system improvements are not required for this lot line shift.</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.
			<i>Findings</i>	<i>This standard is not applicable as this project shifts the access easement on Lot 1 to the west and modifies the building envelopes on Lot 1 and Lot 2. Planting strip improvements are not required for this lot line shift.</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:

				<ol style="list-style-type: none"> 1. A preliminary soil report prepared by a qualified engineer may be required by the commission and/or council as part of the preliminary plat application. 2. Preliminary grading plan prepared by a civil engineer shall be submitted as part of all preliminary plat applications. Such plan shall contain the following information: <ol style="list-style-type: none"> a. Proposed contours at a maximum of five foot (5') contour intervals. b. Cut and fill banks in pad elevations. c. Drainage patterns. d. Areas where trees and/or natural vegetation will be preserved. 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: <ol style="list-style-type: none"> 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 AASHTO T99 (American Association of State Highway Officials) and ASTM D698 (American standard testing methods). c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability. 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
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				<p>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>
			<i>Findings</i>	<i>This standard is not applicable as this project shifts the access easement on Lot 1 to the west and modifies the building envelopes on Lot 1 and Lot 2. No grading improvements are proposed or required.</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>
			<i>Findings</i>	<i>This standard is not applicable as this project shifts the access easement on Lot 1 to the west and modifies the building envelopes on Lot 1 and Lot 2. No drainage improvements are proposed or required.</i>
			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>
			<i>Findings</i>	<i>This standard is not applicable as this project shifts the access easement on Lot 1 to the west and modifies the building envelopes on Lot 1 and Lot 2. No utility improvements are proposed or required.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	<p>Off Site Improvements: Where the offsite impact of a proposed subdivision is found by the commission or council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to final plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.</p>

			Findings	<i>This standard is not applicable as this project shifts the access easement on Lot 1 to the west and modifies the building envelopes on Lot 1 and Lot 2. Off-site improvements are not required or proposed with this lot line shift.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.R	Avalanche And Mountain Overlay: All improvements and plats (land, planned unit development, townhouse, condominium) created pursuant to this chapter shall comply with City of Ketchum Avalanche Zone District and Mountain Overlay Zoning District requirements as set forth in Title 17 of this Code.
			Findings	<p><i>The subject property is not located within the Avalanche Zone but is partially within the MOD to the east of the ditch flow line as shown on Sheet 1 of the final plat. Building envelopes have been added to Lot 1 and Lot 2, as is required for properties within the MOD. The application is amending the front and rear setbacks of the building envelope on Lots 1 and 2. The front and rear setbacks have been modified to be setback 17' from the front property line and 12' from the rear property line. Previously, Lot 1 was setback 15' from the front and 10' from the rear and Lot 2 was setback 10' from the front and 15' from the rear. As proposed, the building envelopes restrict development to portions of the property not within the MOD. The rationale for modifying the building envelope was to provide clarify to current and future property owners on the developable area of Lots 1 and 2.</i></p> <p><i>The building envelopes are outside of the MOD, therefore, any development within the building envelopes on Lot 1 and Lot 2 would not be subject to the MOD standards. Per KMC §17.128.020.L, all buildings must be placed within the platted building envelope, however, certain accessory structures and improvements are permitted to be located outside of building envelopes, provided all other applicable requirements are met.</i></p> <p><i>Any accessory structures or grading improvements proposed within the MOD on Lot 1 and Lot 2 would be subject to MOD Design Review, in accordance with KMC §17.104.050.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.S	Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			Findings	<i>This lot line shift application has designed the access for Lot 1 and Lot 2 in a way to preserve the existing mature tree massing along the easternly boundary of the lots.</i>

CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code and is required and has exercised its authority pursuant to the Local Land Use Planning Act codified at Chapter 65 of Title 67 Idaho Code and pursuant to Chapters 3, 9 and 13 of Title 50 Idaho Code to enact the ordinances and regulations, which ordinances are codified in the Ketchum City Code (“KMC”) and are identified in the Findings of Fact and which are herein restated as Conclusions of Law by this reference and which city ordinances govern the applicant’s application.
2. The Ketchum City Council has authority to hear the applicant’s Lot Line Shift Application pursuant to Chapter 16.04 of Ketchum Code Title 16.
3. The City of Ketchum Planning Department provided adequate notice for the review of this application.
4. The Lot Line Shift (Readjustment of Lot Lines) application is governed under Sections 16.04.010, 16.04.020, 16.04.030, 16.04.040, and 16.04.060 of Ketchum Municipal Code Chapter 16.04.
5. As conditioned, the proposed Lot Line Shift meets the standards for approval under Title 16 of Ketchum Municipal Code.

DECISION

THEREFORE, the Ketchum City Council **approves** the Jade Subdivision Amendment Lot Line Shift Application File No. P25-018 this Monday, July 7, 2025, subject to the following conditions:

CONDITIONS OF APPROVAL

1. Prior to recording a Final Plat, the existing residence shall be demolished. The residence shall be demolished after the Planning & Building Department receives and deems complete a building permit for the replacement project. Failure to demolish the existing residence shall cause the Final Plat to be null and void.
2. The Final Plat shall be recorded with the Blaine County Clerk and Recorder’s Office within one year of approval by the Ketchum City Council.
3. Upon recording of the final plat with the Blaine County Clerk and Recorder’s Office, the applicant shall provide a copy of the recorded final plat to the Planning and Building Department.

Findings of Fact **adopted** this 7th day of July 2025.

Neil Bradshaw, Mayor
City of Ketchum



City of Ketchum

Attachment 4: Jade Subdivision Lot Line Shift Application Staff Report - October 7, 2024, City Council Meeting



CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: October 7, 2024 Staff Member/Dept: Paige Nied, Associate Planner
Planning and Building Department

Agenda Item: Recommendation to hold a public hearing and approve the Jade Subdivision Lot Line Shift Application and Adopt the Findings of Fact, Conclusions of Law, and Decision.

Recommended Motion:

"I move to approve the Jade Subdivision Lot Line Shift Application and adopt the Findings of Fact, Conclusions of Law, and Decision."

Reasons for Recommendation:

- The request meets all applicable standards for Readjustment of Lot Lines as specified in the Ketchum Municipal Code's Subdivision (Title 16) regulations.
- Consistent with Ketchum Municipal Code §16.04.020, the proposal meets the definition of Readjustment of Lot Lines because: (1) the application proposes to adjust the common lot line, (2) proposed Lot 1 and Lot 2 comply with all dimensional standards required in the LR Zone, and (3) the proposal does not create additional lots or dwelling units.
- All city departments have reviewed the proposal and have no concerns with the proposed lot line shift.

Policy Analysis and Background:

The Jade Subdivision Lot Line Shift Application (File No. P24-061) proposes to adjust the common lot line between two existing tax lots, Tax Lot 2511 and Tax Lot 5101, located at 205 Jade Street (the "subject property"). Please see Figure 1 below for the location of the subject property. The subject property has a total lot area of 29,218 square feet and is within the city's Limited Residential (LR) Zone District and partially within the Mountain Overlay District (MOD). The MOD boundary line on the subject property can be seen on Sheet 1 of the final plat, included as Attachment 2. The proposal shifts the common lot line from a north/south orientation to an east/west orientation and creates equal lot sizes for both lots. Proposed Lot 1 will have a lot area of 14,609 square feet and proposed Lot 2 will have a lot area of 14,609 square feet. The lot areas proposed for Lot 1 and Lot 2 exceed the 9,000-square-foot minimum lot area required in the LR Zone pursuant to Ketchum Municipal Code (KMC) §17.12.030. As proposed, Lot 1 and Lot 2 would be accessed off Jade Street, with Lot 2 being accessed through Lot 1 via a new 20-foot-wide access and utility easement.



Figure 1: Subject Property (highlighted in blue)

The proposal meets the definition of Readjustment of Lot Lines specified in KMC §16.04.020 because: (1) the application proposes to adjust the common lot line, (2) proposed Lot 1 and Lot 2 comply with all dimensional standards required in the LR zone, and (3) the proposal does not create additional lots or dwelling units.

Readjustment of Lot Lines: A change or modification of the boundary lines between existing lots or parcels of land or between dwelling units which does not reduce the area, frontage, width, depth or building setback lines of each lot below the minimum zoning requirements and which does not create additional lots or dwelling units. "Readjustment of Lot Lines" includes other minor changes to a subdivision, condominium, or townhouse plat such as, but not limited to, notation changes, boundary shifts and removal of lot line(s), each of which do not reduce the area, frontage, width, depth or building setback lines of each lot below the minimum zoning requirements nor create additional lots or dwelling units (KMC §16.04.020).

Consistent with KMC §16.04.060.B, the Readjustment of Lot Lines application was transmitted to city departments, including the City Engineer, Fire, Building, Utilities, and Streets departments, for review. The city department comments were provided to the applicant on August 14, 2024. The applicant submitted revised project plans on August 23, 2024. All city department comments were addressed and resolved on the revised plat. As conditioned, the Jade Subdivision Lot Line Shift Application meets the standards for Readjustment of Lot Lines under Title 16 of the Ketchum Municipal Code.

Tax Lot 2511 is developed with an existing single-family residence that was built in 1965 and is proposed to be demolished and replaced by a new single-family residence on proposed Lot 2. As the demolition of the existing residence is proposed, a building permit for a replacement project must be submitted and all fees paid prior to the demolition application being approved in accordance with KMC §15.16.040.A.2. The demolition of the residence must occur prior to the recording of the final plat (condition of approval #1) in order to not create a non-conforming building across property lines.

Any new development on proposed Lot 1 and Lot 2 will be subject to all zoning regulations of the LR zone district. The building envelopes on Lot 1 and Lot 2 are outside of the MOD, so any new development within the building envelope would not be subject to the MOD standards. Per KMC §17.128.020.L, all buildings must be placed within the platted building envelope, however, certain accessory structures and improvements are permitted to be located outside of building envelopes, provided all other applicable requirements are met. Any accessory structures or grading improvements proposed within the MOD on Lot 1 and Lot 2 would be subject to MOD Design Review, in accordance with KMC §17.104.050.

Sustainability Impact:

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

Financial Impact:

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

1. Lot Line Shift Application Materials
2. Final Plat
3. Draft Findings of Fact, Conclusions of Law, and Decision



CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:	July 7, 2025	Staff Member/Dept:	Abby Rivin, Senior Planner Planning and Building Department
Agenda Item:	Recommendation to hold a public hearing and approve proposed amendments to the Limelight Hotel Planned Unit Development Conditional Use Permit and Development Agreement.		

Recommended Motion:

"I move to approve the proposed amendments to the Limelight Hotel Planned Unit Development (PUD) Conditional Use Permit (CUP) and Development Agreement (DA) and direct staff to return with draft Findings of Fact, Conclusions of Law, and Decision and the draft DA Amendment."

Reasons for Recommendation:

The Limelight Hotel is proposing to convert 11 hotel rooms on the fourth floor into two market-rate residential condominium units. The request requires amendments to the Limelight Hotel PUD CUP and DA to reflect the program changes and allow the 11 hotel rooms to be converted into residential units and condominiumized for individual sale.

The Ketchum Planning and Zoning Commission (Commission) conducted a public hearing to consider the proposed amendments to the Limelight Hotel PUD CUP and DA on May 7, 2025. The Commission recommended approval of the proposed amendments to the City Council subject to conditions with a vote of 4-1.

The Commission recommend approval of the proposed residential conversion request subject to the condition that the applicant fulfill the community housing contribution required for the new residential use through one of the outright options specified in KMC §17.124.040.B.2f. The applicant proposes to fulfill the community housing contribution by either paying the in-lieu fee or acquiring and deed restricting existing housing as community housing.

Policy Analysis and Background:

The applicant, Limelight Ketchum 2 LLC, represented by Jim Garrison, has applied for amendments to the PUD CUP and the DA for the Limelight Hotel located at 151 S Main Street in the Retail Core of the Community Core (CC-1 Zone). The applicant is proposing to convert 11 hotel rooms on the fourth floor into two market-rate residential condominium units (residential conversion). This residential conversion request requires amendments to the Limelight Hotel PUD CUP and DA.

Pursuant to the definition of hotel specified in Ketchum Municipal Code (KMC) §17.08.020, hotels are permitted to include residential uses provided that the total gross square footage of hotel uses comprise 75% or more of the project's total gross square footage. As approved through the original 2010 PUD, the 2013 PUD amendment, and the 2015 Design Review Modification, the Limelight Hotel currently contains 108 hotel rooms, including 10 lock-off units, and 14 residential units. 78.3% of the total building area is currently dedicated to hotel use.

The proposed residential conversion would result in 98 total hotel rooms, including 10 lock-off units, and 16 residential units. The total building area dedicated to hotel uses would be reduced to 75.1%, which complies with the hotel definition specified in KMC §17.08.020. The proposal requires an amendment to the Limelight Hotel PUD CUP to reflect the program changes. In addition, the request requires amendments to the Limelight Hotel DA to allow the 11 hotel rooms to be converted into two residential units and condominiumized for individual sale.

The residential conversion request will result in 4,573 square feet of new non-hotel floor area. Pursuant to the floor area ratio (FAR) and community housing standards specified in KMC §17.124.040.B3, the “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.” The community housing contribution required for the proposed 4,573 square feet of new residential use in the Limelight Hotel is calculated as follows:

- New Residential Floor Area: 4,573 gross square feet
- 20% of Residential Floor Area: 915 gross square feet
- Community Housing Net Livable (15% Reduction): 777 square feet
- Community Housing In-Lieu Fee (\$600 per square foot): \$466,200

The Ketchum Planning and Zoning Commission (Commission) conducted a public hearing to consider the proposed amendments to the Limelight Hotel PUD CUP and DA on May 7, 2025. After considering staff’s analysis, the applicant’s presentation, and public comment, the Commission recommended approval of the proposed amendments to the City Council subject to conditions with a vote of 4-1. The May 7 Planning and Zoning Commission Staff Report (see [Attachment 1](#)) provides background information on the history of the Limelight Hotel entitlements as well as staff analysis on the PUD standards specified in KMC §16.08.080, the zoning code, and conformance with the 2014 Comprehensive Plan. In addition, the May 7 staff report includes the following attachments:

Application Materials

- A. Amendment Request Narrative & Project Plan Set
- B. PUD CUP Amendment Application & Submittal Materials
- C. DA Amendment Application & Submittal Materials

Staff Analysis

- D. PUD Standards Analysis

Limelight Hotel Approvals & Agreements

- E. 2013 Bald Mountain Lodge PUD CUP Amendment Approval
- F. 2015 Limelight Hotel Design Review Modification Approval
- G. 2015 Limelight Hotel Development Agreement

The Commission adopted their Findings and Recommendation on May 27, 2025 (see Attachment 2). The Commission recommend approval of the proposed residential conversion request subject to the condition that the applicant fulfill the community housing contribution required for the proposed new residential use through one of the following outright options specified in KMC §17.124.040.B.2f:

- a) Deed restricting community housing constructed by the applicant on or off site within the City of Ketchum.
- b) Payment of the community housing in-lieu fee.
- c) Acquiring and deed restricting existing housing within the City Ketchum for community housing.

Following the Commission’s recommendation, the applicant amended their original proposal and is proposing to fulfill the community housing contribution by either paying the in-lieu fee or acquiring and deed restricting existing housing as community housing.

Staff recommends the City Council conduct a public hearing and consider the applicant's residential conversion request, proposed amendments to the Limelight Hotel PUD CUP and DA, and the Commission's recommendation. After considering the residential conversion request and public comment, staff recommends the City Council approve the proposed amendments to the Limelight Hotel PUD CUP and DA and direct staff to return with draft findings and the draft DA Amendment. If approved, staff will draft findings reflecting City Council's decision and will work with the City Attorney and applicant to finalize the draft Limelight Hotel DA Amendment. Staff would then return to Council for final review and approval of the PUD CUP Amendment Findings and the Limelight Hotel DA Amendment.

Sustainability Impact:

Pursuant to Section 6—Green Building Practices in the 2015 Limelight Hotel Development Agreement, "The Project shall, at a minimum, meet the Requirements of and receive LEED 'Certified' Certification as outlined by the United States Green Building Council's Leadership in Energy and Environmental Design ('LEED') Program. In addition, the Project shall meet or exceed the minimum requirements set forth in the currently adopted version of the International Energy Conservation Code ('IECC')."

Financial Impact:

None OR Adequate funds exist in account:	If the applicant chooses to fulfill their community housing obligation by paying the in-lieu fee, then the city would receive \$466,200 for community housing.
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Attachments:

1. May 7, 2025 Planning and Zoning Commission Staff Report
2. Planning and Zoning Commission Findings and Recommendation (adopted May 27, 2025)

Attachment 1

May 7, 2025

Planning and Zoning Commission

Staff Report

Please Click Following Link:

[May 7, 2025 Planning and Zoning Commission Staff Report](#)

Attachment 2

Planning and Zoning Commission
Findings and Recommendation
(adopted May 27, 2025)



**City of Ketchum
Planning & Building**

IN RE:)
)
Limelight Hotel) KETCHUM PLANNING & ZONING COMMISSION
PUD CUP & DA Amendment Applications) FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
Date: May 27, 2025) RECOMMENDATION
)
File Numbers: P25-001 & P25-001A)

PROJECT: Limelight Hotel PUD CUP & DA Amendment

APPLICATION TYPES: Planned Unit Development Conditional Use Permit Amendment & Development Agreement Amendment

FILE NUMBERS: P25-001 & P25-001A

OWNER: Limelight Ketchum 2 LLC

REPRESENTATIVE: Jim Garrison

LOCATION: 151 S Main Street (151 South Main Hotel & Residences)

ZONING: Retail Core of the Community Core (CC-1 Zone)

OVERLAY: None

RECORD OF PROCEEDINGS

A public hearing notice for the Limelight Hotel Planned Unit Development (“PUD”) Conditional Use Permit (“CUP”) Amendment and Development Agreement (“DA”) Amendment Applications was mailed to all owners of property within 300 feet of the project site and all political subdivisions on April 16, 2025. The public hearing notice was published in the Idaho Mountain Express on April 16, 2025. A public hearing notice was posted on the project site and the city’s website on April 22, 2025. The amendment applications were considered by the Planning and Zoning Commission (“Commission”) during their special meeting on May 7, 2025. After considering Commission Findings, the applicant’s presentation, and public comment, the Commission recommended approval of the Limelight Hotel PUD CUP & DA Amendment Applications to the City Council subject to conditions with a vote of 4-1.

HOTEL PUD CUP & DA AMENDMENT PROCEDURES

Hotels may exceed maximum floor area, height, and minimum open site area requirement through a PUD (KMC §17.124.050.A). PUDs are considered conditional uses within all zoning districts (KMC

§16.08.060) and are required to obtain conditional use permits pursuant to KMC §16.08.050. The procedures for evaluating PUD CUPs are outlined in KMC §16.08.110 and KMC §16.08.120. The first step in the PUD CUP review process is a public hearing with the Commission. Pursuant to KMC §16.08.110:

The commission shall make findings, together with recommendations, including but not limited to, approval with appropriate conditions or denial of the application. Thereafter, the conditional use permit application together with the record and recommendations of the commission, shall be forwarded to the City Council for final action.

KMC 16.08.130 provides a non-exhaustive list of conditions that the City Council may impose as part of the PUD CUP process. Conditions may include:

- Minimizing adverse impact on surrounding properties, developments and/or public services, facilities or utilities.
- Designating the exact location and nature of development.
- Requiring more restrictive development standards than those generally required in applicable ordinances.
- Restrictions on the future use of the proposed development. This includes appropriate mechanisms to guarantee the affordability of community housing units (for example, deed restrictions).
- Require provision of adequate employee housing.
- Such other reasonable conditions as the City Council may deem appropriate with regard to the proposed PUD.

Conditions are not limited to those listed in the PUD Ordinance.

Hotels must enter into a DA with the city as part of the approval process. Pursuant to KMC §17.124.050.B5, the DA may address, “community housing, hotel room uses and restrictions, public access on the property, alternatives and remedies if the hotel use ceases, and any other issues the Commission or City Council deems appropriate.” Hotel DAs follow the process outlined for PUDs.

BACKGROUND

The applicant, Limelight Ketchum 2 LLC, represented by Jim Garrison, has applied for amendments to the Planned Unit Development (PUD) Conditional Use Permit (CUP) and the Development Agreement (DA) for the Limelight Hotel located at 151 S Main Street in the Retail Core of the Community Core (CC-1 Zone). The applicant proposes converting 11 hotel rooms on the fourth floor into two market-rate residential condominium units. This request requires amendments to the Limelight Hotel PUD CUP & DA.

Pursuant to the definition of hotel specified in Ketchum Municipal Code (KMC) §17.08.020, hotels are permitted to include residential uses provided that the total gross square footage of hotel uses comprise 75% or more of the project’s total gross square footage. As approved through the original 2010 PUD, the 2013 PUD amendment, and the 2015 Design Review Modification, the Limelight Hotel currently provides 99 hotel 109 hotel rooms (including 10 lock-off units) and 14 residential units. 78.3% of the total building area is currently dedicated to hotel use.

The conversion proposed with the amendment request would result in 98 total hotel rooms (including 10 lock-off units) and 16 residential units. The total building area dedicated to hotel uses would be reduced to 75.1%, which complies with the hotel definition specified in KMC §17.08.020. The proposal

requires an amendment to the Limelight Hotel PUD CUP to reflect the program changes. In addition, the proposed conversion requires an amendment to the Limelight Hotel DA.

The Commission recommends approval of the proposed conversion provided the applicant fulfills the community housing contribution required for the new residential through one of the outright options specified in KMC §17.124.040.B.2f.

Limelight Hotel Approvals & Agreements

The City Council approved the original PUD CUP for the Limelight Hotel on June 7, 2010. At the time of the original PUD approval, the hotel was named Bald Mountain Lodge. Following the original PUD approval in 2010, the Limelight Hotel received numerous approvals for design and programming changes and entered into multiple agreements with the city.

The hotel program approved through the original 2010 PUD included 82 hotel rooms, 9 lock-off units on the fourth floor, and 26 residential condominium units on the fourth and fifth floors. The hotel program resulted in: (1) an employee housing requirement of 23 employee housing units and (2) a community housing requirement of 7,444 square feet or approximately \$2.36 million in-lieu fee payment. The employee and community housing requirements were waived in their entirety through the PUD process as an incentive to commence construction of the hotel project.

The PUD Ordinance gives City Council the authority to grant waivers from zoning and subdivision standards on a case-by-case basis provided the waiver is not detrimental to the public welfare, health, and safety or injurious to property owners in the surrounding area. The PUD Ordinance states:

Modification or waiver from certain standard and subdivision requirements may be permitted subject to conditions, limitations and/or additional development standards, pursuant to section 16.08.130 of this chapter, as the City Council may prescribe to mitigate adverse impact at the proposed planned unit development, or to further the land use policies of the City, or to ensure that benefits derived from the development justify a departure from such regulations (KMC §16.08.080).

The Limelight Hotel was granted multiple waivers through the PUD CUP. A summary of these waivers is provided in Table 5 of the 2013 PUD CUP Amendment approval. Waivers were granted for multiple zoning code requirements, including use, site, mass, and height specifications required for developments in the Community Core. The employee and community housing waivers were used as incentives to commence construction quickly and expedite the issuance of a Certificate of Occupancy for the hotel portion of the project in order to derive the economic benefits that would result from increasing tourist accommodations.

The Limelight Hotel (formerly Bald Mountain Lodge) DAs and amended DAs provided different incentives related to the employee housing and community housing waivers for three different construction timelines. If the first construction timeline was met, then the employee and community housing requirements were waived in their entirety. If the second construction timeline was met, then: (1) the community housing requirement was waived in its entirety and (2) 50% of the employee housing requirement was waived. Waivers did not apply under the third construction timeline, and the employee and community housing requirements had to be fulfilled in their entirety. The original Bald Mountain Lodge DA was amended three times to extend the construction timelines before the current Limelight Hotel DA became effective.

On November 5, 2012, the City Council considered a request from Bald Mountain Lodge LLC for a second extension to the construction timelines specified in the DA. In exchange for extending the timelines, the developer agreed to modify the original fourth-floor program from residential condominium units to hotel guest rooms. The PUD CUP Amendment to reflect this change was approved on May 6, 2013. The conversion of the fourth-floor residential units to hotel rooms resulted in a total of 119 hotel rooms and 8 residential units on the fifth floor. 86.7% of the total building area was dedicated to hotel uses.

On November 24, 2014, Aspen Skiing Company and Bald Mountain Lodge LLC conducted a workshop with the Planning and Zoning Commission on proposed modifications to the design of the approved hotel project. The Commission determined that the proposed programming changes would not necessitate a PUD amendment but that the proposed exterior changes required the Commission's review and approval of a Design Review Modification. Aspen Skiing Company, the current owner, purchased the Bald Mountain Lodge project in December of 2014. The Commission approved the Limelight Hotel Community Core Design Review Modification on April 2, 2015. The modifications included changes to the hotel program that resulted in 98 total hotel rooms, 10 lock-off units, and 14 residential units. 78.3% of the total building area was dedicated to hotel uses.

On April 20, 2015, the city entered into a DA with Limelight Hotel LLC. This DA superseded and replaced the original DA with Bald Mountain Lodge LLC. Building Permit No. 15-038 was issued for the construction of the Limelight Hotel on October 1, 2015, and the Certificate of Occupancy for the hotel portion of the project was issued on December 22, 2016.

FINDINGS OF FACT

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

Pursuant to KMC §17.124.050.A, hotels may exceed maximum floor area, height, and minimum open site area requirement through a PUD. KMC §16.08.080 sets forth the standards that apply to the review of all PUD CUP applications. Pursuant to KMC §16.08.080:

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

The following Commission findings evaluates the Limelight PUD CUP & DA Amendment Applications requesting to convert 11 hotel rooms on the fourth floor into two residential units for conformance with the PUD evaluation standards specified in KMC §16.08.080. Many of the standards are not

applicable to the Limelight Hotel PUD CUP & DA Amendment Applications as no changes are proposed to the siting, design, height, bulk, or mass of the existing Limelight Hotel.

Findings Regarding Hotel PUD CUP Standards of Evaluation (KMC §16.08.080)

A: Minimum lot size of three acres. All land within the development shall be contiguous except for intervening waterways. Parcels that are not contiguous due to intervening streets are discouraged. However, the commission and the council may consider lands that include intervening streets on a case by case basis. The commission may recommend waiver or deferral of the minimum lot size, and the council may grant such waiver or deferral only for projects which:

- 1. Include a minimum of 30 percent of community or employee housing, as defined in section 16.08.030 of this chapter;*
- 2. Guarantee the use, rental prices or maximum resale prices based upon a method proposed by the applicant and approved by the Blaine County Housing Authority and/or the Ketchum City Council; and*
- 3. Are on parcels that are no less than one and one-half acres (65,340 square feet). Application for waiver or deferral of this criteria shall include a description of the proposed community or employee housing and the proposed guarantee for the use, rental cost or resale cost.*
- 4. For a hotel which meets the definition of "hotel" in section 17.08.020, "Terms defined", of this Code, and conforms to all other requirements of section 17.18.130, "Community Core District (CC)", or section 17.18.100, "Tourist District (T)", of this Code. Waivers from the provisions of section 17.18.130 of this Code may be granted for hotel uses only as outlined in section 17.124.040 of this Code. Waivers from the provisions of section 17.18.100 of this Code may be granted for hotel uses only as outlined in section 17.124.040 of this Code.*

Commission Findings: N/A. A waiver to the minimum three acre parcel size was granted to the Limelight Hotel with the original 2010 PUD. The subject property is 1.12 acres. The PUD CUP & DA Amendment applications requests to convert 11 hotel rooms on the fourth floor into two residential units. The amendment results in 88 total hotel rooms, 10 lock-off units, and 16 residential units on the fourth and fifth floors. 75.1% of the total building area is dedicated to hotel use. The proposed amendment complies with the hotel definition.

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

Commission Findings: N/A. No changes are proposed to the exterior design, height, bulk, or mass of the existing Limelight Hotel. Improvements will be limited to an interior remodel of the fourth floor to convert the 11 hotel rooms into two residential units. The Commission does not believe the proposed amendment will impact present and permitted uses in the surrounding area. For the original 2010 DA, the City Council found that this standard had been met. The City Council findings stated that:

The proposed development will not be detrimental to the current and permitted uses in the area. The proposed hotel is a permitted used within the CC zoning district and comparable in bulk and mass with the previously approved Hotel Ketchum on the southeast corner of Main and River Streets, although the proposed hotel is substantially larger.

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

Commission Findings: N/A. This standard is not applicable because the proposed development is a hotel and not a new land subdivision. The City Council findings for the 2010 PUD stated that:

This standard is not applicable because the proposed development is not a subdivision.

However, potential benefits include economic development, significant contribution toward the undergrounding of overhead power lines along the Main Street corridor at this gateway area, and an increase in the overall number of “hotbeds” in the City.

D: The development shall be in harmony with the surrounding area.

Commission Findings: The Commission believes the proposal complies with this standard. The amendment proposal will convert 11 hotel rooms into two residential units. Multi-family residential units are permitted in the Retail Core (CC-1 Zone) except for on the ground floor with street frontage. The surrounding neighborhood includes a mix of residential, commercial, and mixed-use developments. The fifth floor of the Limelight Hotel contains 14 residential units. The proposal will increase the total number of residential units in the Limelight Hotel to 16.

The City Council findings for the 2010 PUD stated that:

The City Council has considered this standard and found that it has been met. The surrounding area consists of a mix of commercial uses including a hotel across Main Street. Although the proposed Hotel Ketchum will provide comparable size and scale, the project will be substantially larger than other buildings in the area, but perceived impacts result from height and bulk have been limited through the required design review. The proposed design is sensitive to the adjacent Forest Service Park, and incorporating a connection along Washington Street which includes a new streetscape design, angled parking, redefined park entrance would further enhance this heritage site. The Commission approved the 4th and 5th setback waiver with a 4-1 vote and the City Council unanimously approved the 4th and 5th setback waiver.

E: Densities

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

Commission Findings: N/A. This standard does not apply as the PUD is contained within the Retail Core and does not contain multiple zone districts to transfer densities between.

F: The proposed vehicular and nonmotorized transportation system:

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

Commission Findings: The conversion of 11 hotel rooms on the fourth floor into two residential units will not noticeably change the project's traffic impacts. No changes are proposed to the existing vehicular or pedestrian circulation or snow storage. The proposed PUD amendment decreases the total amount of parking required for the project from 123 spaces to 120 parking spaces.

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

Commission Findings: The 2014 Comprehensive Plan ("2014 Plan") highlights the tourism industry as an essential component of Ketchum's economy and encourages growing the lodging industry, increasing visitor numbers through marketing, and enhancing tourism services and attractions downtown. Goal E-3 of the 2014 Plan states, "Ketchum depends heavily on tourism to support the local economy and will continue to support this industry" (page 17). Policy E-3(B) states that the city will, "Continue to support tourism-related land uses and businesses including lodging development and venues" (page 17).

Emphasizing Ketchum's need for housing that is attainable to the workforce, the 2014 Plan states that, "The Ketchum community wants the majority of people who work in Ketchum to have an opportunity to reside here," and that, "a diversity of housing is critically linked to a strong economy and year-round population" (page 19). Policy H-1.2 encourages "locally-developed solutions" to provide more attainable housing (page 20). Policy H-3.1 states that, "The City should encourage the private sector, through land-use regulations and incentive programs, to provide a mixture of housing types with varied price ranges and densities that meet a variety of needs." Policy H-1.2 acknowledges that Ketchum's attainable housing needs will "likely will not be met solely through private development" and emphasizes that the city will play active role in facilitating affordable housing opportunities (page 20).

The 2014 Plan places the responsibility for providing more attainable housing on both private developers and the city. This issue is central to the Limelight Hotel PUD CUP & DA Amendment request. The Limelight Hotel is the only hotel project in Ketchum that received waivers for 100% of the required employee and community housing. The waivers were granted as an incentive to start

construction quickly. The Limelight Hotel received a Certificate of Occupancy on December 22, 2016. The incentive to quickly commence construction is no longer applicable. The Commission believes the conversion request complies with this standard provided the applicant fulfills the community housing contribution for the new residential use through one of the outright options specified in Ketchum Municipal Code §17.124.040.B.2f.

1. *Pursuant to subsection 16.08.070.D of this chapter, all of the design review standards in chapter 17.96 of this Code shall be carefully analyzed and considered. This includes detailed analysis of building bulk, undulation and other design elements. The site plan should be sensitive to the architecture and scale of the surrounding neighborhood.*

Commission Findings: N/A. No changes are proposed to the existing design, height, bulk, or mass of the existing Limelight Hotel.

2. *The influence of the site design on the surrounding neighborhood, including relationship of the site plan with existing structures, streets, traffic flow and adjacent open spaces, shall be considered.*

Commission Findings: N/A. No changes are proposed to the existing site design.

3. *The site design should cluster units on the most developable and least visually sensitive portion of the site.*

Commission Findings: N/A. No changes are proposed to the existing site design.

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

Commission Findings: N/A. No changes are proposed to the existing site design.

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

Commission Findings: N/A. No changes are proposed to the existing site design or landscaping.

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

Commission Findings: N/A. The Limelight Hotel was issued a Certificate of Occupancy on December 22, 2016. Improvements associated with the request will be limited to an interior remodel of the fourth floor to convert the 11 hotel rooms into two residential units.

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

Commission Findings: N/A as no changes are proposed to the existing site design or usable open space area.

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

Commission Findings: N/A. No changes are proposed to the site design, height, bulk, and mass of the existing Limelight Hotel.

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

Commission Findings: N/A as no change is proposed to the existing recreational facilities in the Limelight Hotel.

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

Commission Findings

When the PUD was approved in 2010, the City Council found that, "The City has established that increasing tourist accommodations by encouraging hotel development is a priority," and, "the economic benefits of such a development have been recognized by the City Council as an important factor in approving the project. The City Council findings for the 2013 PUD amendment (see Attachment G) state:

The current PUD amendment proposes to convert the entire fourth floor from residential to hotel use. This results in an economic benefit of an addition thirty seven (37) hotel rooms in the Community Core. The employee housing requirement has changed from a requirement of twenty-three (23) employee housing units to thirty (30) employee housing units. These are special development objectives that continue to justify the granting of a PUD. The City has established the need for hotels and hotbeds as a priority. The economic benefits of such a project are substantial.

Figure 1 shows the special development objectives that were summarized in the City Council findings for the original 2013 PUD Amendment. When both the original 2010 PUD and 2013 PUD amendment were approved, The City Council found that the economic benefits of the 4-star hotel justified granting approval of the PUD and associated waivers.

The Limelight Hotel continues to provide economic benefits to the city through the Local Option Tax (LOT) collected from hotel room, liquor-by-the drink, and retail sales. The LOT money remains in Ketchum and is invested in a wide range of City services and economic development initiatives that benefit local residents and businesses in accordance with the allowable uses approved by voters. Those uses include: municipal transportation, open space acquisition and recreation, capital improvements, emergency services, city promotion, visitor information, and special events.

TABLE 10: SPECIAL DEVELOPMENT OBJECTIVES

Special Development Objective, Special Characteristics of the Site or Physical Conditions	Type of Objective
4-Star Hotel	Economic (see fiscal impact analysis by Randy Young dated January 31, 2010)
Conference Space (seating for 250-275 persons)	Economic
Employee Housing for 23 employees (waived if construction commences by 2012; partial waiver if construction commences by 2013)	Social and Economic
Proposed contribution towards the undergrounding of overhead power lines (amount to be determined)	Aesthetic; Economic
Pedestrian improvements to public right-of-way to create enhance pedestrian experience,	Aesthetic; Economic

Figure 1: 2013 PUD Amendment Special Development Objectives

O: The development will be completed within a reasonable time.

Commission Findings: N/A. The Limelight Hotel was issued a Certificate of Occupancy on December 22, 2016. Improvements associated with the request will be limited to an interior remodel of the fourth floor to convert the 11 hotel rooms into two residential units.

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

Commission Findings: Public services, facilities, and utilities are adequate to serve the request to convert 11 hotel rooms into two residential units. The PUD CUP & DA Amendment applications were reviewed by city departments, including Fire, Streets, Utilities, and the City Engineer. City departments had no comments or concerns about the amendment request.

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

Commission Findings: The proposed development meets the standards of the zoning ordinance with the exception of the waivers that were granted by the city through the original 2010 PUD and 2013 PUD amendment processes provided that the applicant fulfills the community housing contribution required for the new residential use.

CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code and is required and has exercised its authority pursuant to the Local Land Use Planning Act codified at Chapter 65 of Title 67 Idaho Code and pursuant to Chapters 3, 9 and 13 of Title 50 Idaho Code to enact the ordinances and regulations, which ordinances are codified in the Ketchum Municipal Code ("KMC") and are identified in the Findings of Fact and which are herein restated as Conclusions of Law by this reference and which City Ordinances govern the applicant's PUD CUP & DA Amendment Applications for the development and use of the project site.
2. The Limelight Hotel PUD CUP & DA Amendment Applications are governed under Chapter 16.08—Planned Unit Developments and §17.124.050—Hotels of Ketchum Municipal Code.
3. The Commission has authority to hear the Limelight Hotel PUD CUP & DA Amendment Applications pursuant to Ketchum Municipal Code §16.08.110 and §17.124.050.B5.
4. The City of Ketchum Planning Department provided notice for the Planning and Zoning Commission public hearing on these applications in accordance with Ketchum Municipal Code §16.08.110.
5. As conditioned, the Limelight Hotel PUD CUP & DA Amendment Applications meet all applicable standards specified for hotel developments and hotel PUDs specified in Chapter 16.08—Subdivisions and Title 17—Zoning Regulations of the Ketchum Municipal Code.

DECISION

THEREFORE, the Ketchum Planning and Zoning Commission **recommends approval** of the Limelight Hotel PUD CUP & DA Amendment applications to the City Council this Tuesday, May 27, 2025, subject to the following condition of approval.

CONDITION OF APPROVAL

The Limelight Hotel PUD CUP & DA Amendment Applications propose 4,573 square feet of new residential use. The associated community housing contribution for the new residential use based on the calculation specified in Ketchum Municipal Code §17.124.040 is 777 net livable square feet of community housing or a community housing in-lieu fee (\$600 per square foot) of \$466,200. The applicant shall fulfill the community housing contribution for the proposed new residential use through one of the following outright options specified in Ketchum Municipal Code §17.124.040.B.2f:

- a. Deed restricting community housing constructed by the applicant on or off site within the City of Ketchum.
- b. Payment of the community housing in-lieu fee.
- c. Acquiring and deed restricting existing housing as community housing.

Findings of Fact **adopted** this 27th day of May 2025.



Neil Morrow, Chair
City of Ketchum
Planning and Zoning Commission

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: July 7, 2025	Staff Member/Dept: Abby Rivin, Senior Planner Planning & Building Department
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Agenda Item: Recommendation to hold a public hearing, review, and approve Resolution 25-012 adopting the Cohesive Ketchum 2025 Comprehensive Plan.

Recommended Motion:

"I move to approve Resolution 25-012 adopting the Cohesive Ketchum 2025 Comprehensive Plan."
--

Reasons for Recommendation:

Idaho Code §67-6509 outlines a two-step process for adoption of a comprehensive plan. The Planning and Zoning Commission first holds a mandatory public hearing and makes a recommendation. After considering the Commission recommendation, the City Council may hold a public hearing and take action to adopt or amend the comprehensive plan.
Following five public hearings, the Planning and Zoning Commission recommended approval of the Cohesive Ketchum 2025 Comprehensive Plan to the City Council on May 13. The Commission recommended changes to the Plan, including revisions to Plan goals and policies, future land use category descriptions, the future land use map, and implementation matrix.
The City Council conducted their first public hearing on the Plan on June 16 and moved to continue the public hearing to July 7.

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

The Planning and Zoning Commission recommendation is included as Attachment 2. The presentation (see Attachment 3) summarizes the Commission's recommended changes to the Plan, including revisions to Plan goals and policies, future land use category descriptions, the future land use map, and implementation matrix. After considering the Commission recommendation and public comment, staff recommends the City Council move to approve Resolution 25-012 adopting the Plan. Draft Resolution 25-012 is included as Attachment 4. During their first public hearing on June 16, the City Council provided direction to staff on Plan topics they'd like to focus on during their second public hearing. These topics included residential densities, downtown, the Commission's recommendations on the Retail Core, and the light industrial area.

Sustainability Impact:

As outlined in the draft comprehensive plan, Ketchum's community vision and core values are ground in the principles of sustainability and resilience. More specifically, the plan uses the 5B CAN logo to denote goals/policies/and implementation actions specific to sustainability initiatives.

Financial Impact:

The City Council approved the budget for phase 2 of the Cohesive Ketchum project on November 6, 2023. No additional funds are needed to take action on this recommendation.
--

Attachments:

1. Draft Cohesive Ketchum 2025 Comprehensive Plan
2. Planning and Zoning Commission Recommendation Memo
3. Presentation: July 7 City Council Public Hearing
4. Draft Resolution 25-012 Adopting the Cohesive Ketchum 2025 Comprehensive Plan

Attachment 1

Draft Cohesive Ketchum 2025 Comprehensive Plan

Please Click Following Link:

[Draft Cohesive Ketchum 2025 Comprehensive Plan](#)

Attachment 2
**Planning and Zoning
Commission
Recommendation Memo**



Draft Comprehensive Plan Version 2 Ketchum Planning and Zoning Commission Recommendation

RECORD OF PROCEEDINGS

In accordance with the Idaho State Code Section 67-6509, the Planning and Zoning Commission (the "Commission") held public hearings on March 25, April 8, April 22, May 7, and May 13, 2025, to consider the draft 2025 comprehensive plan. A public hearing notice was published in the Idaho Mountain Express on March 5, 2025. A public hearing notice was posted at City Hall, Town Square, and the post office on March 5, 2025. After considering version 2 of the draft Comprehensive Plan, staff analysis, and public comment, the Commission recommended approval of the Cohesive Ketchum Comprehensive Plan to the City Council subject to certain changes on May 13, 2025.

COMMISSION RECOMMENDATION

The Commission recommends the City Council approve the Draft Cohesive Ketchum Comprehensive Plan (v2) subject to the following changes:

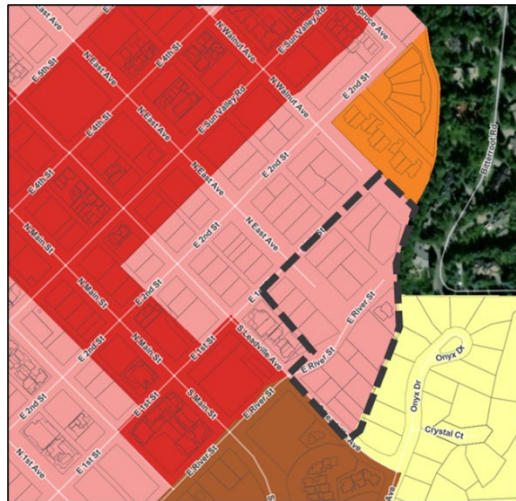
1. General Updates
 - a. Continue to perform overall editing to Plan to correct formatting issues, typos, and grammar issues.
2. Update the Historical and Cultural Resources Map (page #33) to include:
 - a. Correct Bald Mountain, Rudd Mountain, and Dollar Mountain chairlift locations.
 - b. Add following note: As of June 2025, the Community Core is the only area that has designated historic resources. Additional historic resources may be designated as part of future surveying and historic preservation efforts.
3. Revise the fifth bullet in the Plan Assessment description (page #3) to read:
 - a. "Expanding the Plan's focus on historic preservation, with an emphasis on how history shapes Ketchum's character;"
4. Delete Policy BNE-3.5: Adaptive Reuse (page #32) and replace it with:
 - a. "BNE-3.5: Preservation: Discourage demolition of historically designated structures except in instances of concerns over public health and safety."
5. Add new policy to Land Use and Community Character Goal BNE-1 (page #30) as follows:
 - a. "Policy BNE-1.6 Adaptive Reuse: Encourage adaptive reuse of buildings as a preferred alternative to demolition to maintain community character and preserve existing housing and commercial space."

6. Add new policy to Land Use and Community Character Goal BNE-1 (page #30) as follows:
 - a. "BNE-1.7 Transition Areas: Where neighborhoods have density or use transitions, such as low density to medium density or commercial to residential uses, design of new developments should include transition zones achieved through robust landscape areas and/or reduced bulk and mass of buildings on the periphery."
7. Revise Policy BNE-1.3 Context-Sensitive Development (page #30) to include:
 - a. "Implementing wildlife-friendly development, including conservation subdivision design and clustering, to maintain big game habitat and migration areas in the Mid Warm Springs/Heidelberg neighborhoods."
8. Update Neighborhoods Map (page #31) to include:
 - a. Clearly notating the location of the Mid Warm Springs/Heidelberg neighborhood.
9. Revise the description of "Historic and Cultural Resources" (page #95) to read:
 - a. "Historic and Cultural Resources. Many of our residential neighborhoods contain historic and cultural resources that are not protected from demolition. Historic resources that represent and celebrate Ketchum's history will be identified and may be preserved through historic preservation programs."
10. Revise the Medium Density Residential Land Use Category use descriptions (page #98) to read:
 - a. "Primary Uses: small single-family homes, duplexes, townhomes, and smaller multi-family residential"
 - b. "Secondary Uses: Accessory dwelling units, home occupations, as well as other supporting and complementary uses."
11. Revise the High Density Residential Land Use Category intent statement (page #100) to read:
 - a. "Density should be generally 18 dwelling units per acre with community housing."
12. Revise the Retail Core Land Use Category height description (page #103) to read:
 - a. "Up to two stories, however, three stories may be allowed pursuant to design standards/guidelines."
13. Revise the Mixed-Use Activity Center height description (page #107) to read:
 - a. "Up to five stories pursuant to design standards/guidelines."
14. Revise the Mixed-Use Industrial intent statement (page #109) to read:
 - a. "Neighborhood-serving uses should be introduced purposefully, with limits on size, to support employees and residents."
15. Revise the Mixed-Use Industrial secondary use description (page #109) to read:

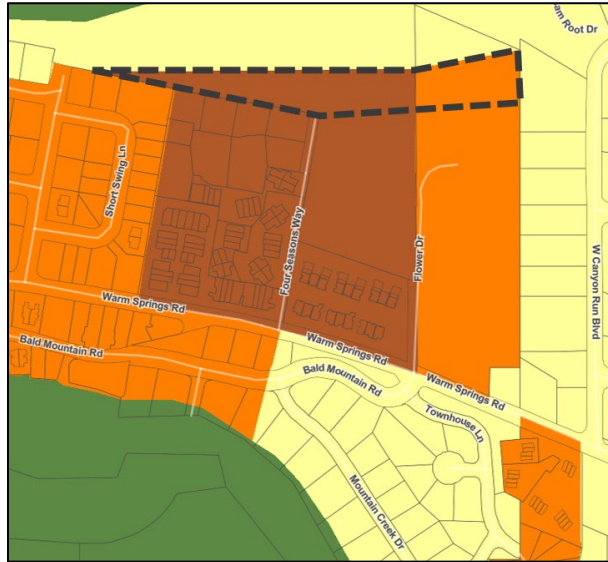
- a. "Secondary Uses: Neighborhood-serving commercial, multi-family residential, work/live units, and other supporting uses, such as outdoor seating areas, parks, plazas, and other public uses."
16. Revise the Mixed-Use Industrial height description (page #110) to read:
- a. "Height: Up to three stories; however, up to four and five stories north of 10th Street and south of Saddle Road between Lewis Street and Hwy 75 pursuant to design standards/guidelines"
17. Revise the Future Land Use Map to reflect the following:
- a. Change the area outlined below to Low Density Residential



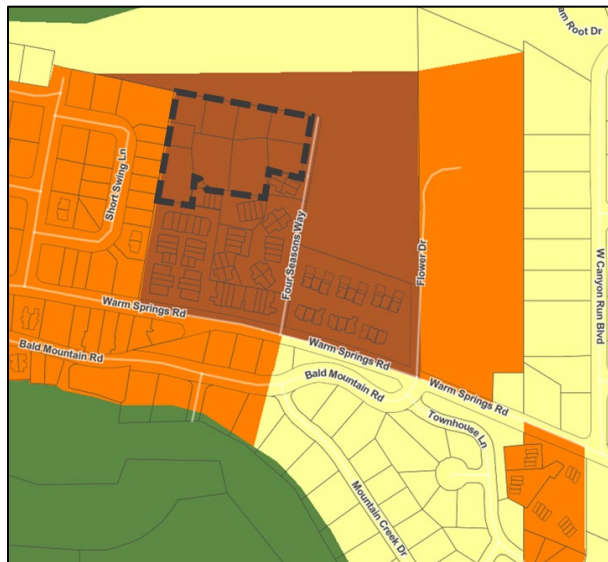
- b. Change the area outlined below to Medium Density Residential



- c. Change the area outlined below to Low Density Residential



- d. Change the area outlined below to Medium Density Residential



18. Revise the actions under Goal BNE-1 in the Implementation Matrix (page #118) to delete:

- a. "Action BNE-1.e: Reduce height and FAR allowances in the Retail Core to limit the scale and intensity of new developments," in its entirety.

19. Revise Action DR-2.d and Action DR-2.e under Goal DT-2 in the Implementation Matrix (page #132) to read as follows:

- a. "Action DR-2.d. Explore modifications in height and FAR incentives for all developments in the Retail Core."
- b. "Action DR-2.e. Explore modifications in height and FAR incentives for 100% community housing projects in the Retail Core."

Attachment 3
Presentation
July 7 City Council
Public Hearing



COHESIVE
KETCHUM



Comprehensive Plan & Code Update

Cohesive Ketchum: Comprehensive Plan

**City Council
Public Hearing
July 7, 2025**

AGENDA

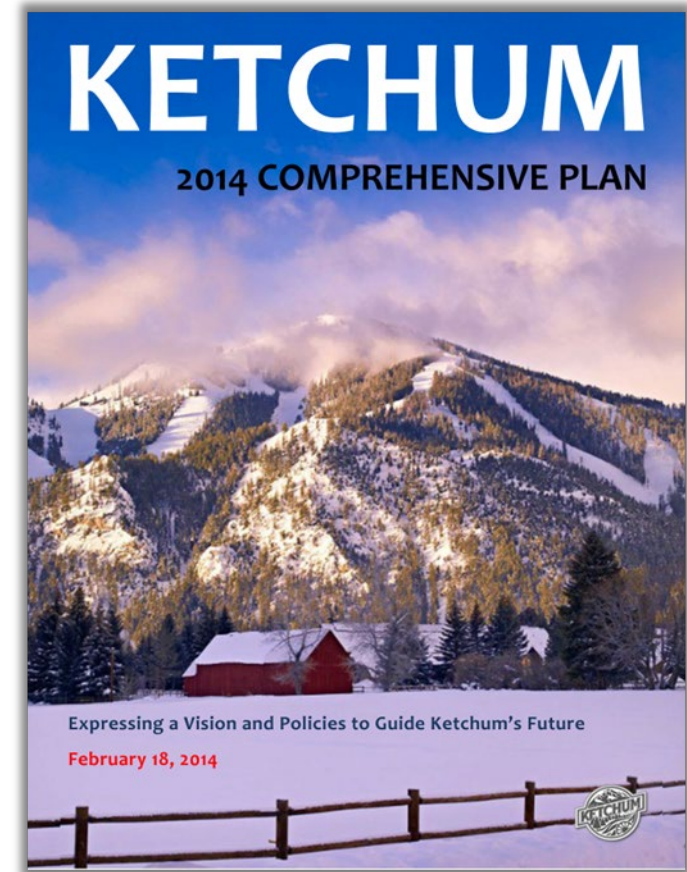
- Overview of Process and Feedback
- Future Land Use Map
 - Land Use vs. Zoning
 - How the map was created
 - Density overview
 - Area specific overviews – Medium Density Residential (MDR)
- Retail Core – what the plan says and PZ Commission recommendations
- Light Industrial – what the plan says

An aerial photograph of a town nestled at the base of a large, forested mountain. The town features a mix of residential houses and commercial buildings, surrounded by lush green trees. The mountain in the background has some cleared areas, possibly for skiing or development. The sky is blue with scattered white clouds.

WHY UPDATE THE PLAN?

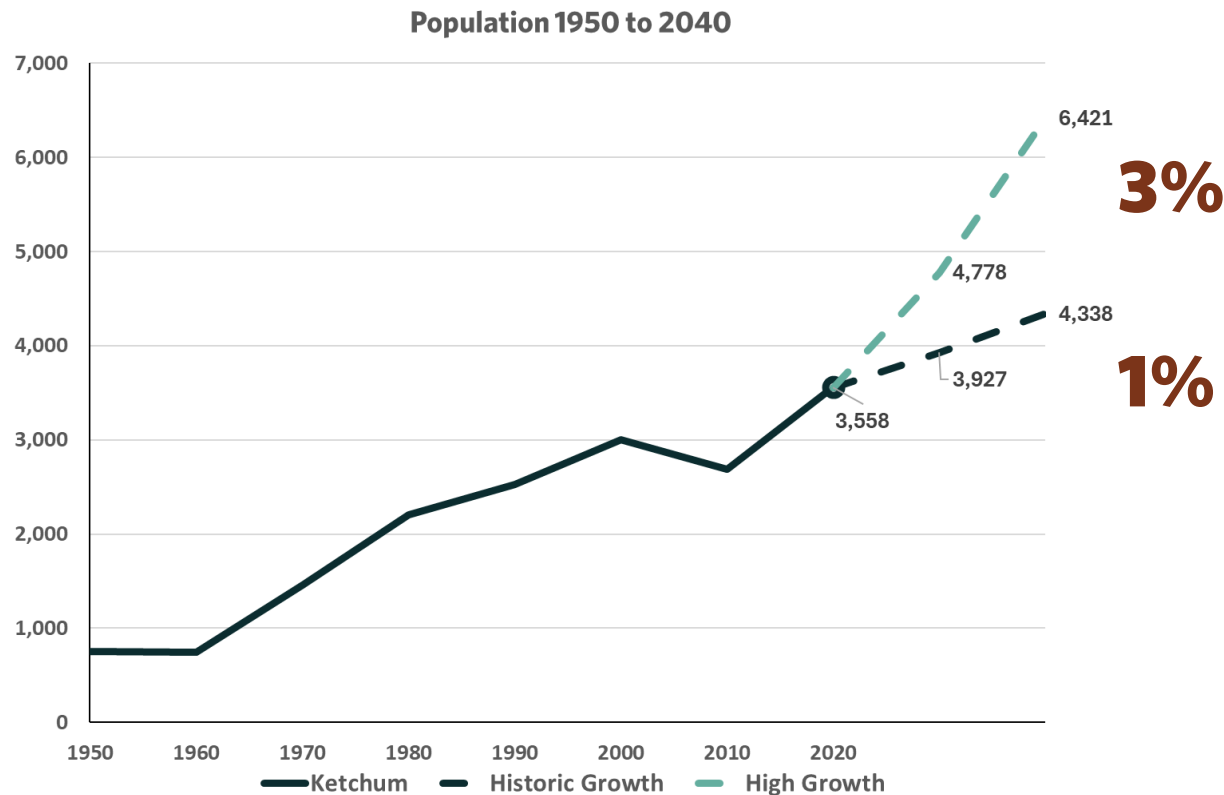
WHY UPDATE?

- Ketchum has undergone significant change over the past decade marked by a substantial increase in its population and new development.
- These trends escalated issues identified in the 2014 Plan (affordable housing crisis/concerns about downtown vibrancy)
- These concerns spurred community discussions about growth and the future vision of Ketchum.



POPULATION GROWTH

Ketchum is projected to add between 31 to 114 new residents per year for the next 25 years.



\$78,415



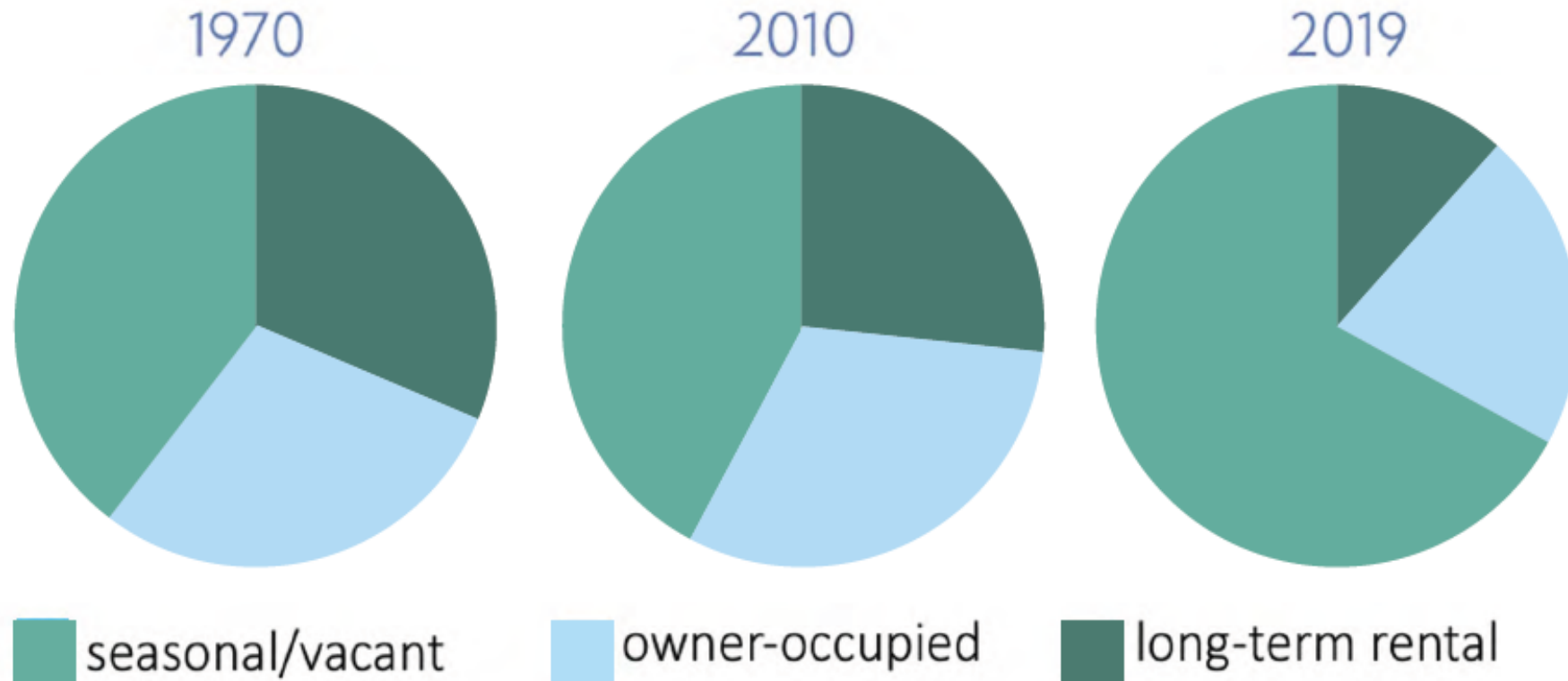
\$261,663



Source: US Census, Ketchum Housing Action Plan, EPS

HOUSING TRENDS

Ketchum's Housing Stock Over Time



An aerial photograph of a mountain town. In the foreground, there are dense green trees and a residential area with houses and streets. In the background, a large, rugged mountain rises, its slopes covered in forest and some cleared areas. The sky is blue with scattered white clouds. The title 'WHAT WE'VE HEARD' is overlaid in the center in a bold, dark font, with a teal horizontal bar underneath it.

WHAT WE'VE HEARD

KEY TAKEAWAYS

Clear direction on what the community would like to see...

- More opportunities for full-time residents to live in Ketchum
- A more resilient local economy
- Protection of Ketchum's character (as shaped by its people and sense of place)

Less clarity on how to get there and what tradeoffs might be acceptable.



PLANNING FOR GROWTH SURVEY

APRIL 2024

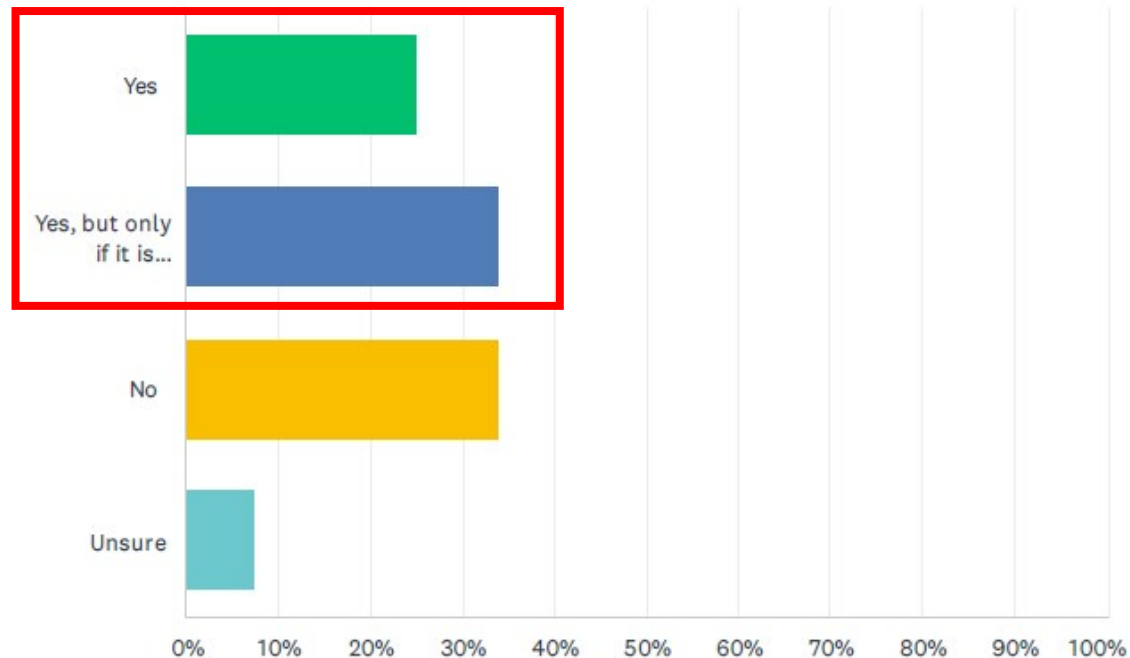
300
responses

- Desire to limit intensity/scale of development in the Retail Core & providing housing options outside of downtown.
- Support for expanding community housing options in a variety of locations throughout the City.
- Desire to see Ketchum get “more bang for its buck” (more units per structure) out of the limited land the City has available for development



PLANNING FOR GROWTH SURVEY

Would you support higher-density housing development in Mixed Use Areas (such as downtown) to accommodate more housing?

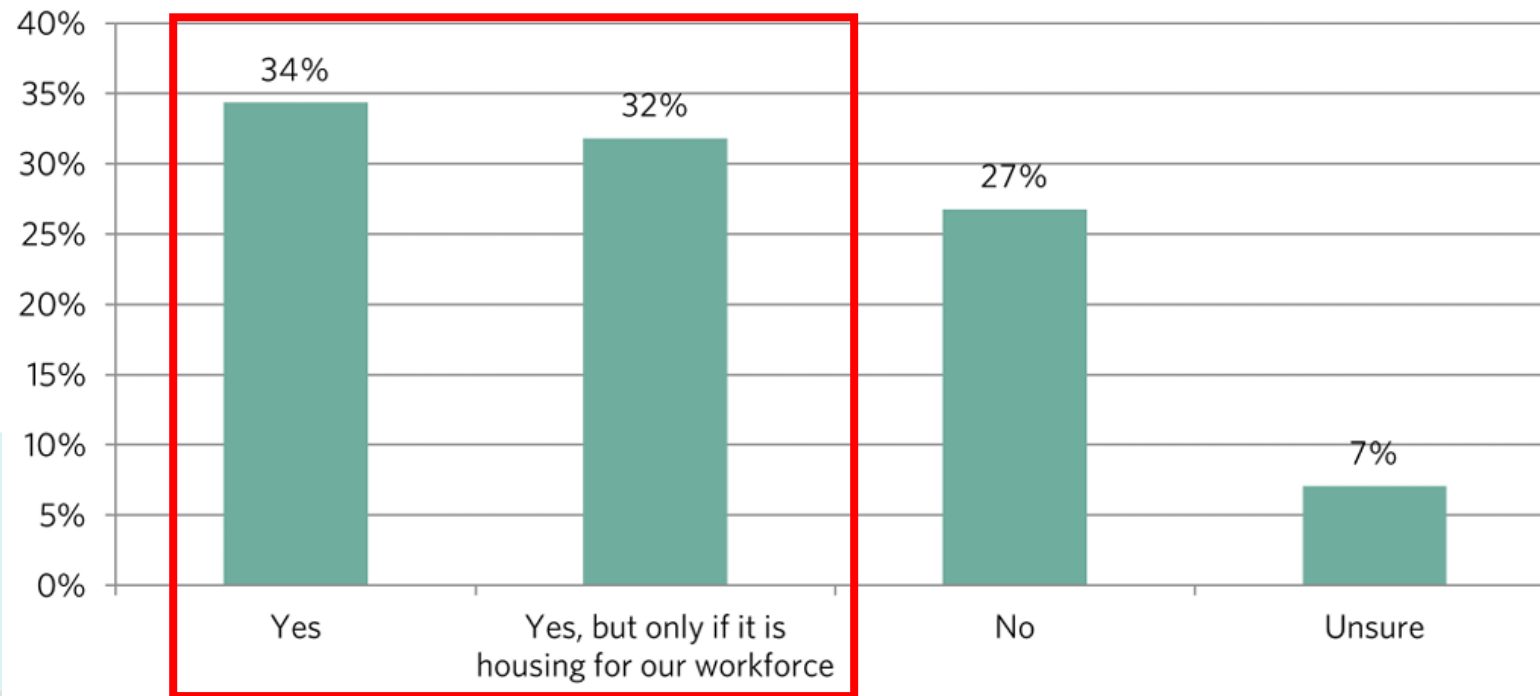


59%



PLANNING FOR GROWTH SURVEY

Would you support additional development in Low Density Residential areas to accommodate more housing options?



66%



WALKING TOURS (July)

GOAL: Educate the public on current regulations and get feedback about community character and where housing can/should go

TAKEAWAYS:

- Frustration with the changes over the past few years
- Surprise at what is currently permitted
- Want more people living in the neighborhoods (less empty houses)
- Ok with more people if the buildings are the same...and they have parking!
- Not support for bigger/taller buildings in downtown



WORKSHOP (August)



GOAL: Educate on the complexity of policy choices and identify what trade-offs the community might see as acceptable to reach goals

TAKEAWAYS:

- Consensus that we should support local businesses and manage tourism
- General support for more robust design standards/guidelines
- Agreement that we need more young people and families
- Not agreement on where housing should go

KETCHUM CHARACTER



PEOPLE



PLACE

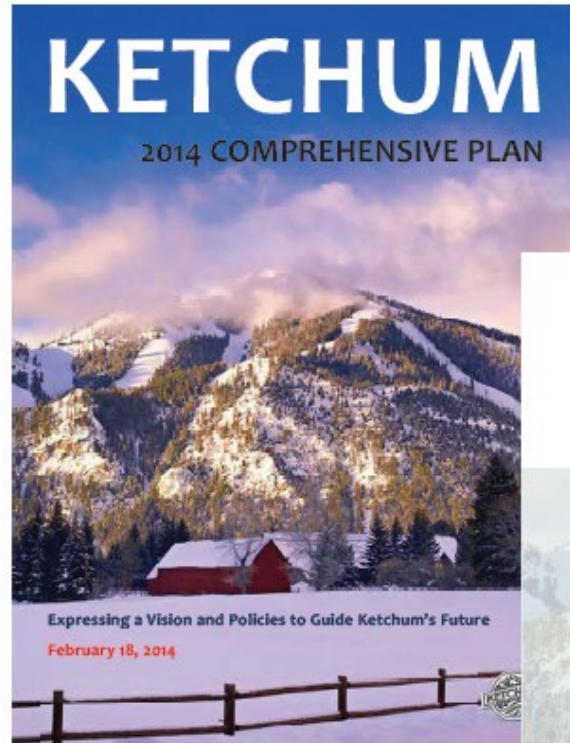
ITS BOTH!

- More Community Housing
- Reuse buildings we have
- Regulations that preserve what exists
- Local Business Support
- Hillside restrictions
- Historic Preservation



242

V1 COMPREHENSIVE PLAN



COMMENTS RECEIVED

1,650
total comments

On Draft Comprehensive Plan and Future Land Use Map

General Public

1,279 comments | 73 participants

FLUM Web Portal

52 comments | 31 participants

Project Committees

279 comments | 15 participants

Open House (written comments)

40 comments | 166 participants

GENERAL SUPPORT / KUDOS

Process

- The process included a lot of different outreach types to include many different people

Plan Document

- Very well-written document; big step forward
- Good to see things we've discussed in the document (CAC)
- Sustainability goals are more clearly identified (KSAC)
- Historic Preservation priority is more clear

"This will be great to see. Appreciate all the History-related content."
- Comment on Historic resources map

"Highly supportive of this policy. Friends don't let friends become Park City."
- Comment on Hillside policy

"Great policy and one that should be high priority"
- Comment on ADU policy



FUTURE LAND USE PLAN



246

**COPIE
KETCHUM**
Comprehensive Plan & Code Update

LAND USE VS. ZONING

Land Use

- **BROAD**
- Not Regulatory
- Shows how to implement the goals and policies of the plan in the built environment
- Guides the type and amount of uses throughout the city and ACI
- Provides transparency to how the city may grow in the future
- Guides future code changes

Zoning

- **NARROW**
- Regulatory (it's the law)
 - What – types of businesses, housing, buildings, signage, “development”
 - Where – Use Map and Use Table
 - How – size, height, location on the property, etc.
- Use by Right, Conditional Use, Prohibited Use
- Subdivision of land

OTHER FAQs

Does the comprehensive plan, if adopted...

- **Raise my property taxes?**

- Taxes are based on assessed value which is based on sales data

NO

- **Change my zoning?**

- The comp plan is a guide, zoning changes single-family go through a public process and be approved by PZ and Council

NO

- **Force me to move out of my single-family home?**

- Neither the comprehensive plan, nor zoning, can force you to move

NO

- **Change things immediately?**

- Change only occurs if the zoning changes AND property owners choose to do something

NO

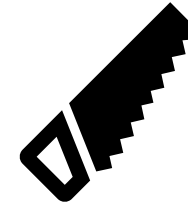
REBALANCE THE PIE



CONVERT

Values, Goals, and Policies

- Reinforce importance of Housing Action Plan
- Highlight high level initiatives
- Support for programs



CONSTRUCT

Future Land Use Map and Categories

- Make moderate changes, not big moves
- Be transparent about what is allowed currently
- Better align plan with zoning (both directions)
- Analyzed existing zoning and predominant existing development patterns
- Only promote new construction for community housing



FUTURE LAND USE PLAN

Map

- Idaho Code 67-6508 mandates: “A map shall be prepared indicating suitable projected land uses for the jurisdiction.”
- Depicts planned distribution and intensity of future land uses within the City and surrounding ACI

Categories

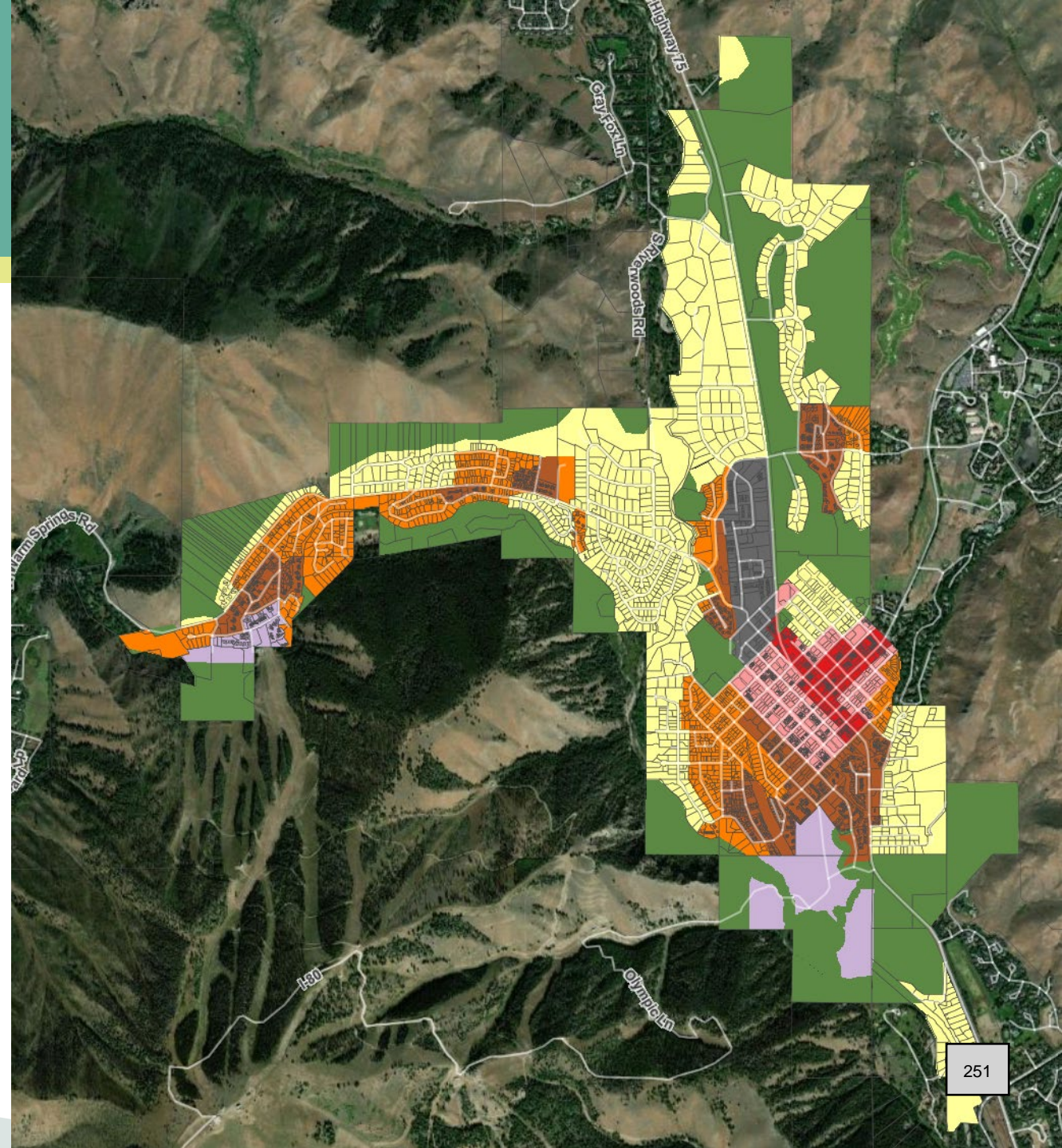
Each land use category shown on the FLUM includes a description that defines:

- existing context & conditions
- Intent for the future (density ranges)
- mix of uses
- height
- desired characteristics



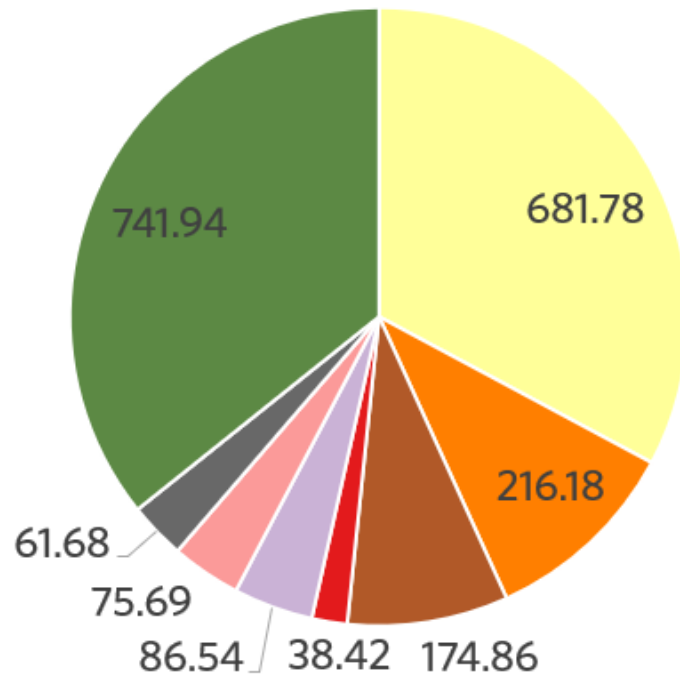
HOW WAS THE MAP CREATED?

- 2014 Comp Plan
- Compare with underlying zone districts and existing character of neighborhoods
- Identified areas of change based on development trends and land capacity study
- Transition areas between uses
- Public Comment
- PZ Commission requests

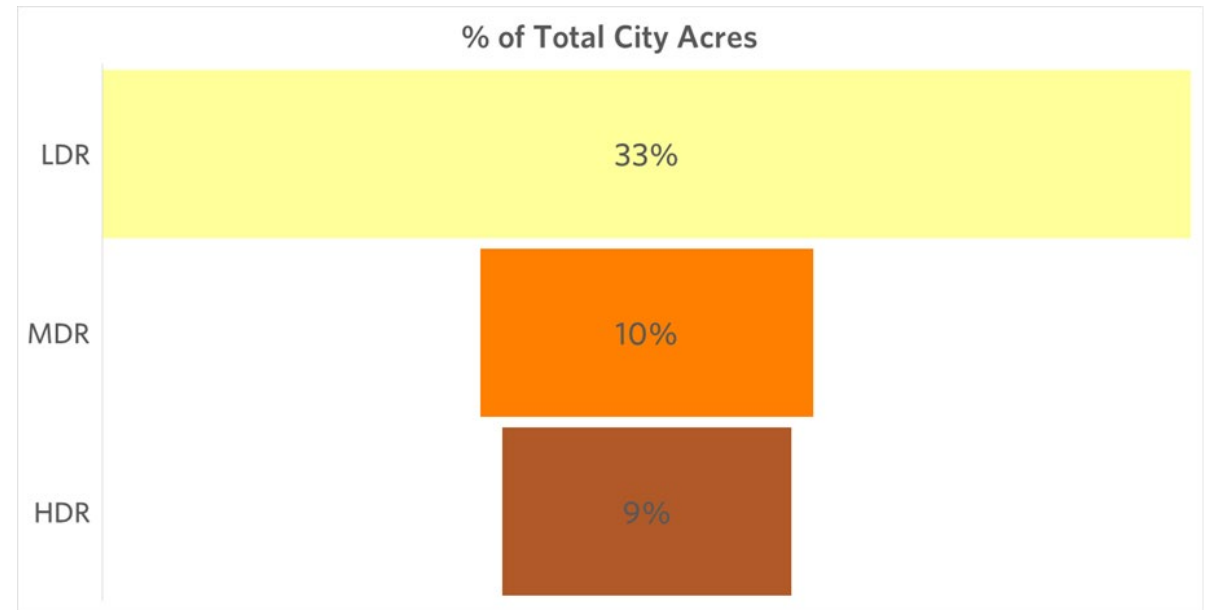


2025 FLUM BREAKDOWN

Acres Per FLUM Category



% of Total City Acres



Low Density Residential

Medium Density Residential

High Density Residential

Retail Core

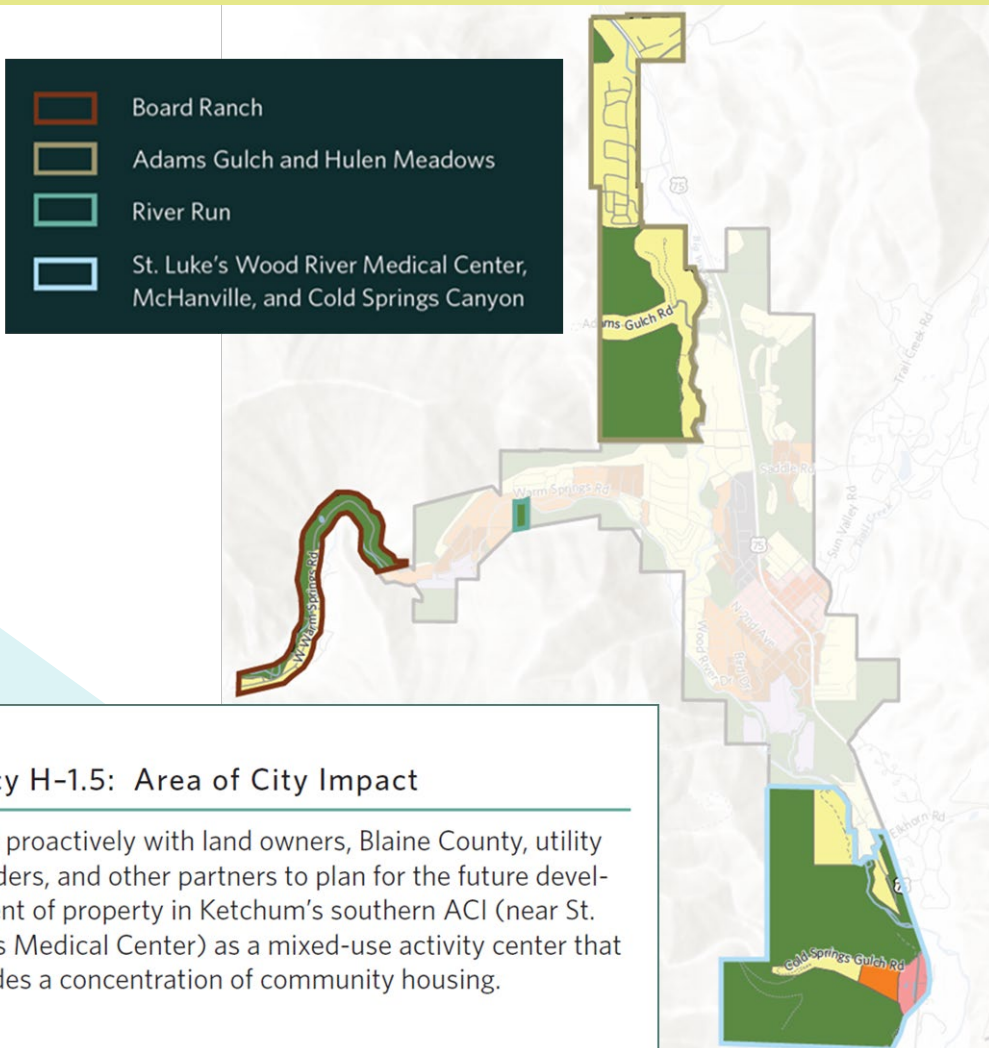
Mixed-use Activity Center

Community Mixed-use

Mixed-use Industrial

Open Space

AREAS OF CITY IMPACT



- City of Ketchum has comprehensive planning authority over its ACI.
 - County handles zoning and development entitlement unless the land is annexed into the City.
- Only southern ACI (St Lukes) has capacity for significant additional development.
 - Designated MDR and Community Mixed-Use

An aerial photograph of a mountain town. In the foreground, there's a dense forest of green trees. Behind the trees, a town is visible with numerous houses and buildings. In the background, a large, rugged mountain rises, its slopes covered in forest and some rocky patches. The sky is blue with scattered white clouds.

DENSITY

Medium Density Residential

DOES THE COMPREHENSIVE PLAN INCREASE DENSITY?

No, except for “community housing” within the
same-size building as currently allowed.

The draft plan does **not** propose any increase in height or change in setbacks in the MDR areas.

WHAT IS COMMUNITY HOUSING?

A dwelling unit that is legally restricted (through deed restrictions or other legally-binding mechanisms) for local use and occupancy, and may include income and asset restrictions.

Fact: The only way to guarantee that a house is lived in year-round by locals is if it is a deed restricted community housing unit, with oversight.



DENSITY VS. SIZE

Density alone does not dictate the size and scale of a building.

- Other factors that impact building size and scale include:
 - Unit size
 - Building modulation: projections, recessions, and other changes in façade plane
 - Setbacks
 - Roof design & height
 - Human-scaled architectural features and detailing

DENSITY VS. SIZE



SPECIFIC NEIGHBORHOODS

- Existing Zoning
- 2014 vs. 2025 Land Use Comparison
- Existing Densities

**WEST
KETCHUM**

**WARM
SPRINGS**

DENSITY OVERVIEW

Medium Density Residential (MDR) = GR-L zone district

CURRENT ZONING	2014 Comp Plan	2025 Comp Plan V2
<p>GR-L</p> <ul style="list-style-type: none">• Single-family• Multi-family—max 2 dwelling units <p>Density Range: 5 to 11 DU/acre</p>	<p>Medium Density Residential</p> <ul style="list-style-type: none">• Single-family• Duplex <p>Density Range: None</p>	<p>Medium Density Residential</p> <ul style="list-style-type: none">• Multi-family• Single-family <p>Density Range: 6 to 18 DU/acre (Up to 18 du/ac may be permitted if community housing is the primary use)</p>



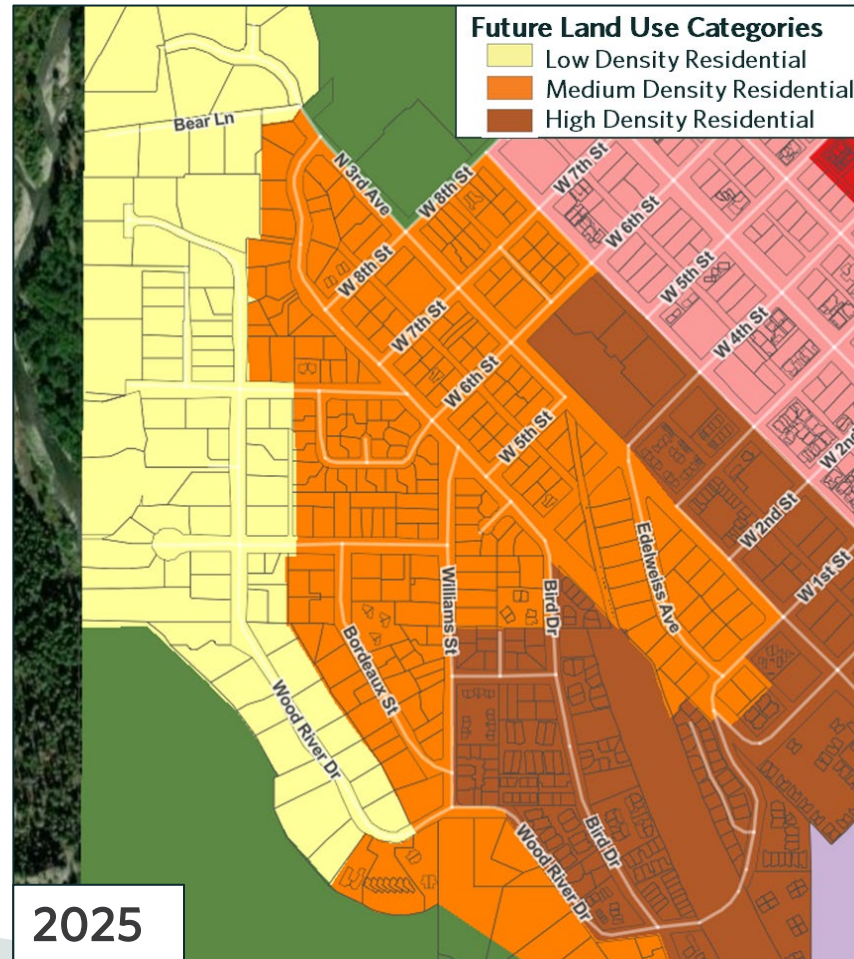


WEST KETCHUM

Medium Density Residential

WEST KETCHUM

Future Land Use Map



WEST KETCHUM

Existing Densities



Multi-family

20 DU/acre



Multi-family

10 DU/acre



Multi-family

9 DU/acre



Duplex

9 DU/acre



263

WEST KETCHUM

Existing Densities



Snowbird Townhomes

9 DU/acre



West Ketchum Residences

9 DU/acre



Westcliff Townhomes

10 DU/acre

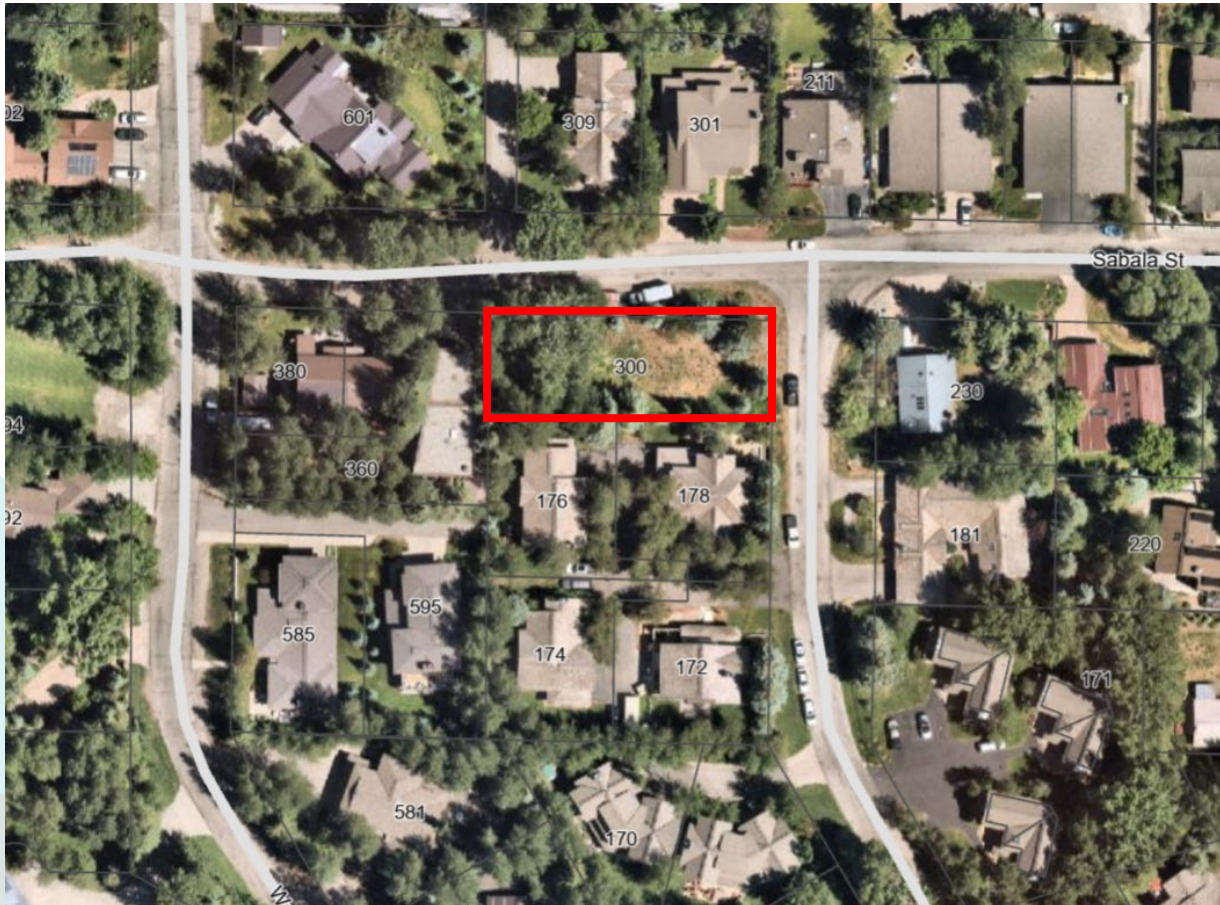


Bavarian Village Apt.

18 DU/acre

WEST KETCHUM

Future Development Example



300 SABALA ST

Lot Area: 10,100 SF

Currently allowed

Density: One residence (5 du/ac)
OR
Two residences (11 du/ac)
Height: 35 feet
Size: 7,000-10,600 SF building

Proposed

Density: Four residences (18 du/ac)
(includes two community housing units)
Height: 35 feet (no change proposed)
Size: 7,000-10,600 SF building (no change proposed)



WEST KETCHUM

Future Development Example

371 W 8TH STREET

Lot Area: 13,400 SF

4 residences



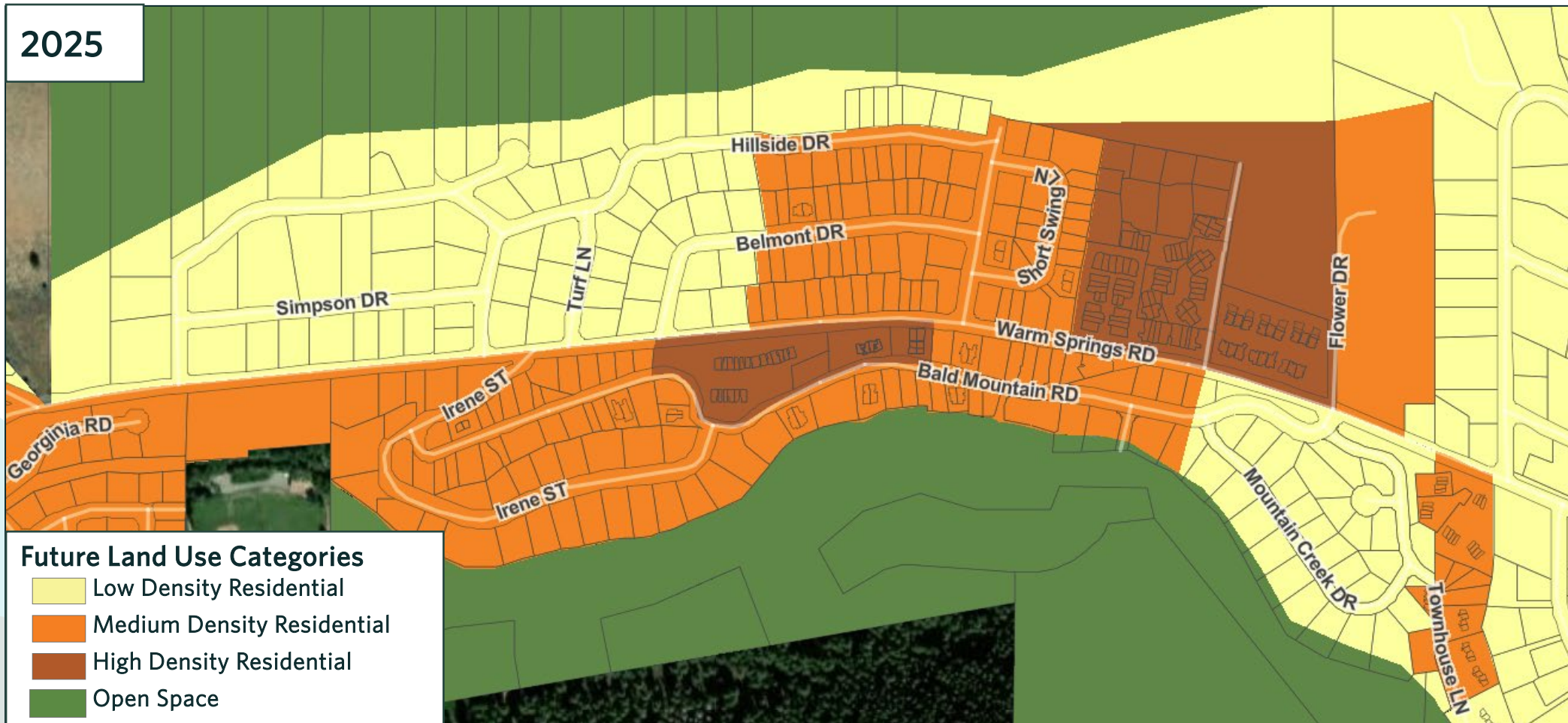


MID WARM SPRINGS

Medium Density Residential

MID WARM SPRINGS

Future Land Use Map



MID WARM SPRINGS

Existing Densities



Duplex

12 DU/acre



Duplex

10 DU/acre



Duplex

9 DU/acre



Single-family

5 DU/acre

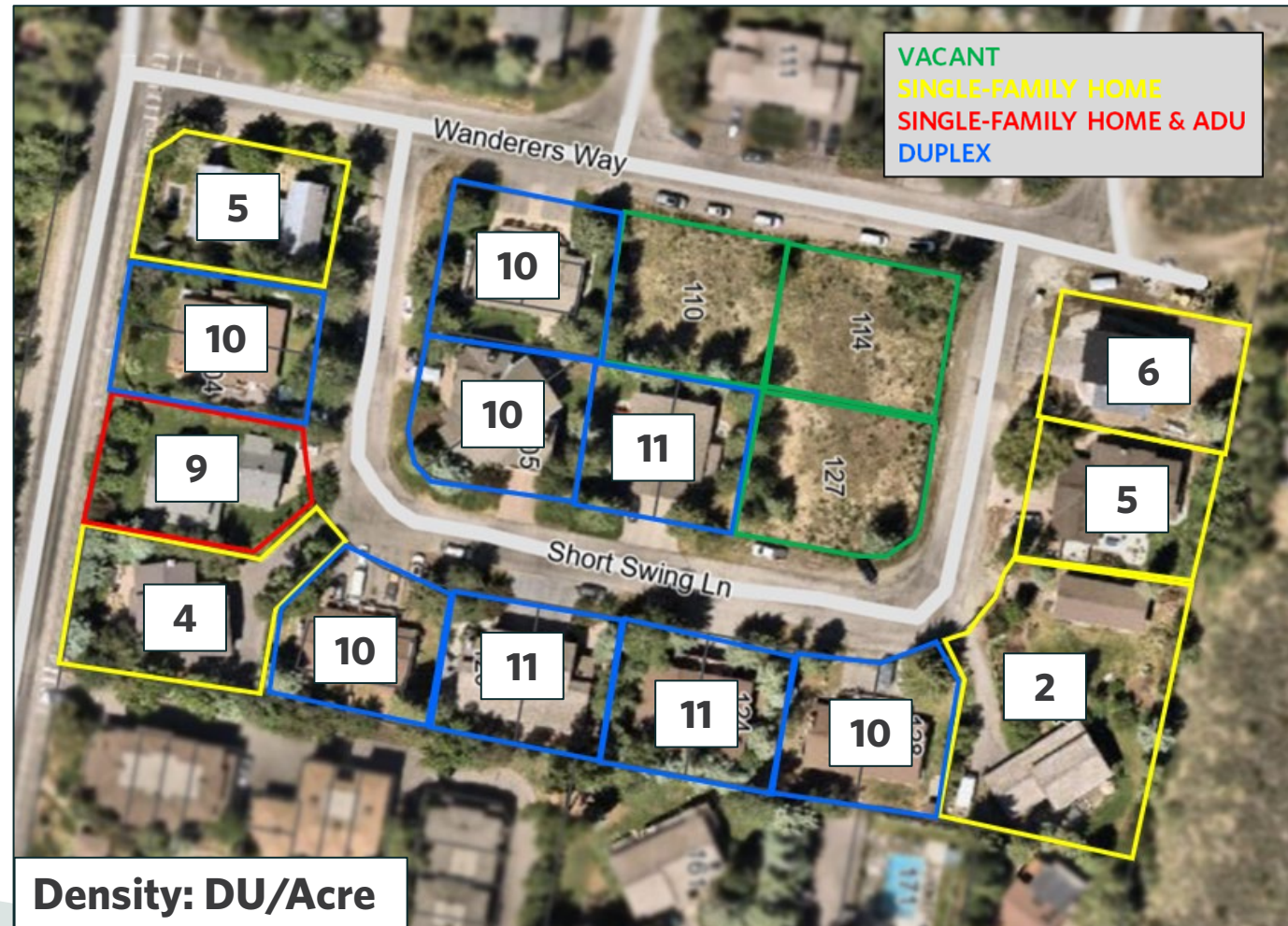
SHORT SWING LANE

EXISTING DENSITY

of Existing DUs: 23

Total Acres: 3.6

Density: 6.4 DU/acre



MID WARM SPRINGS

Future Development Example



114 WANDERERS WAY

Lot Area: 8,600 SF

Currently allowed

Density: One residence (5 du/ac)
OR
Two residences (11 du/ac)
Height: 35 feet
Size: 6,000-9,000 SF building

Proposed

Density: Three residences (18 du/ac)
(includes one community housing unit)
Height: 35 feet (no change proposed)
Size: 6,000-9,000 SF building (no change proposed)

MID WARM SPRINGS

Future Development Example

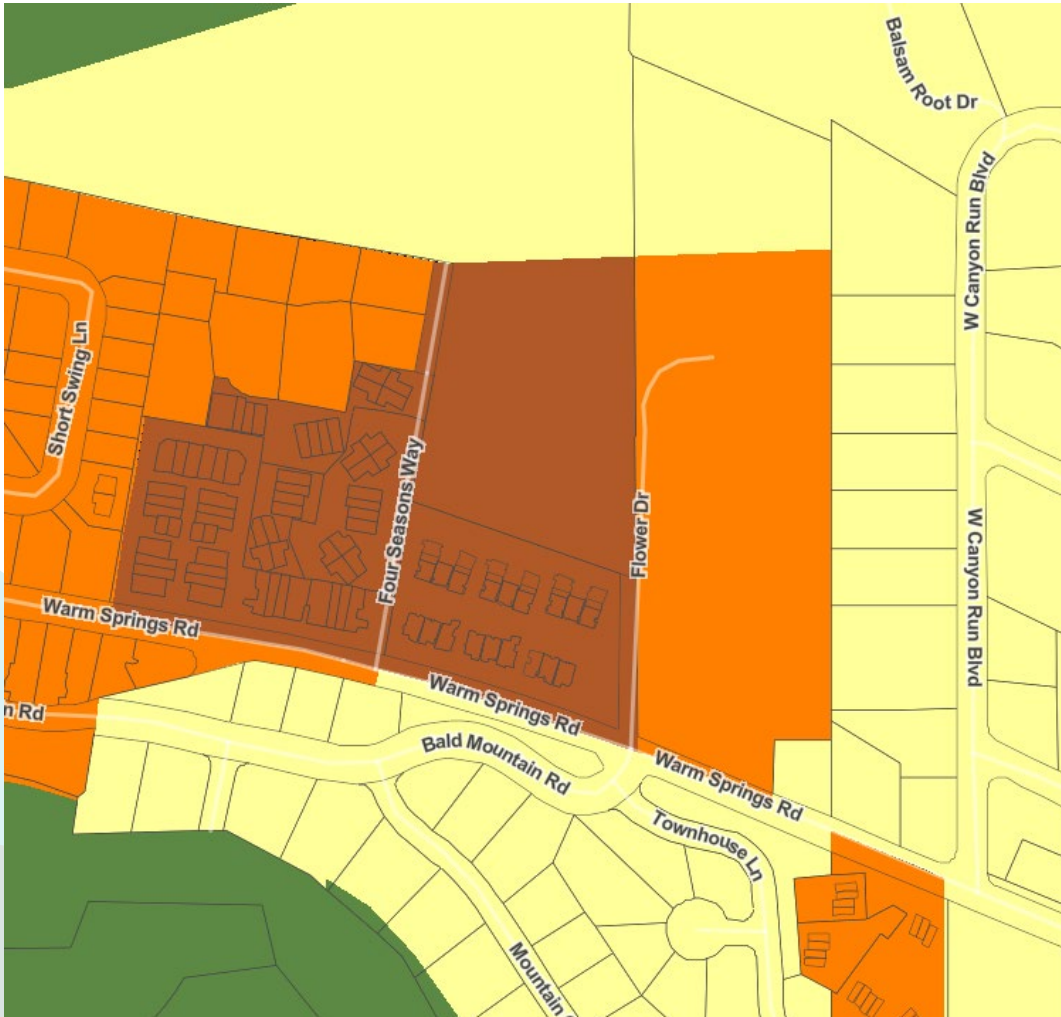
3001 WARM SPRINGS RD

Lot Area: 7,800 SF

Three residences



FLUM: MID WARM SPRINGS



LAND USE DESIGNATION

HDR and MDR

WILDLIFE AND TRANSITION AREAS POLICIES

BNE-1.3: Context-Sensitive Development

“Implementing wildlife-friendly development, including conservation subdivision design and clustering, to maintain big game habitat and migration areas in the Mid Warm Springs/Heidelberg neighborhood.”

BNE-1.7 Transition Areas



HDR DENSITIES



Four Seasons

26 DU/acre



Pine Ridge

17 DU/acre



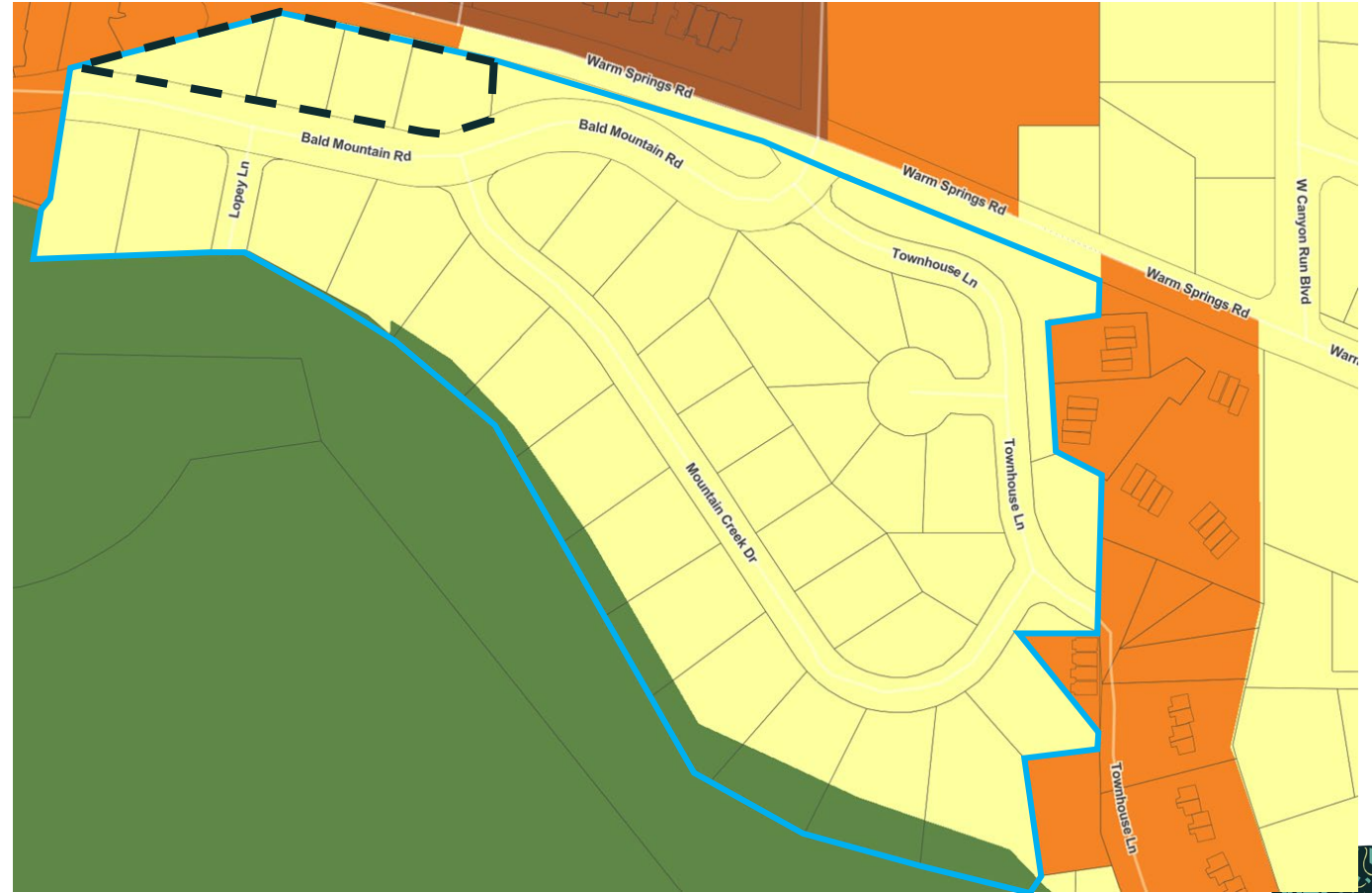
The Fields

19 DU/acre

WARM SPRINGS RANCH RESIDENCES

- **Development and Rezoning Agreement 20609**

- Block 1 of Warm Springs Ranch rezoned from Tourist to GR-L
- 35 single-family residential lots (ADUs permitted)
- "Owner shall have the right to develop Lots 32-35 for deed restricted multi-family units consistent with the GR-Zone development standards."



DISCUSSION



276

RETAIL CORE

RETAIL CORE (RC)

The plan says:

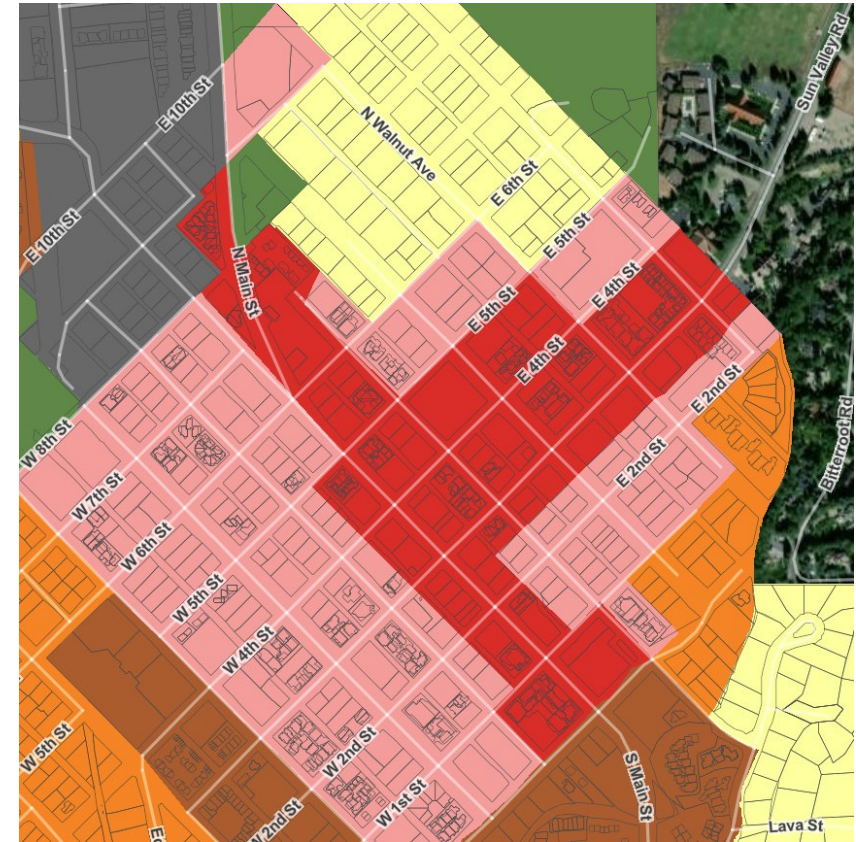
- Intended to feel separate and distinct from the rest of downtown
- Lower scale of development that maintains open air feel
- Maintains ability to see Bald Mountain, Dollar, and other natural features

Height:

Up to two stories, however, three stories may be allowed with shorter floor to ceiling heights pursuant to design standards/guidelines.

Lot Size:

Ketchum townsite lots to be preserved. Consolidations only permitted for non-conforming or hardship conditions.



DENSITY VS. INTENSITY

RETAIL CORE DENSITIES



5th & Main

3 stories	2.21 FAR
42'	32 DU/ac



Walnut & Fourth

2 stories	1.28 FAR
42'	11 DU/ac



The Colonnade

3 stories	1.26 FAR
35'	12 DU/ac



Mountain West

3 stories	2.21 FAR
42'	36 DU/ac

DENSITY VS. INTENSITY

COMMUNITY MIXED USE DENSITIES



Lofts at 660

3 stories

2.09 FAR

39'

63 DU/acre



First & Fourth

3 stories

1.99 FAR

42'

55 DU/acre



Residences at 120

3 stories

2.14 FAR

39'

55 DU/acre

RETAIL CORE (RC)

Retail Core: Height

PZ Recommendation

Revise to:

Up to two stories, however, three stories may be allowed pursuant to design standards/guidelines.

Reason

- Lower scale and intensity of development can be achieved through different design treatments like third-floor setbacks not just height, allows flexibility
- More appropriate for the code discussion

MIXED-USE INDUSTRIAL



282

COALITION
KETCHUM

Comprehensive Plan & Code Update

MIXED-USE INDUSTRIAL (MUI)

THE PLAN SAYS:

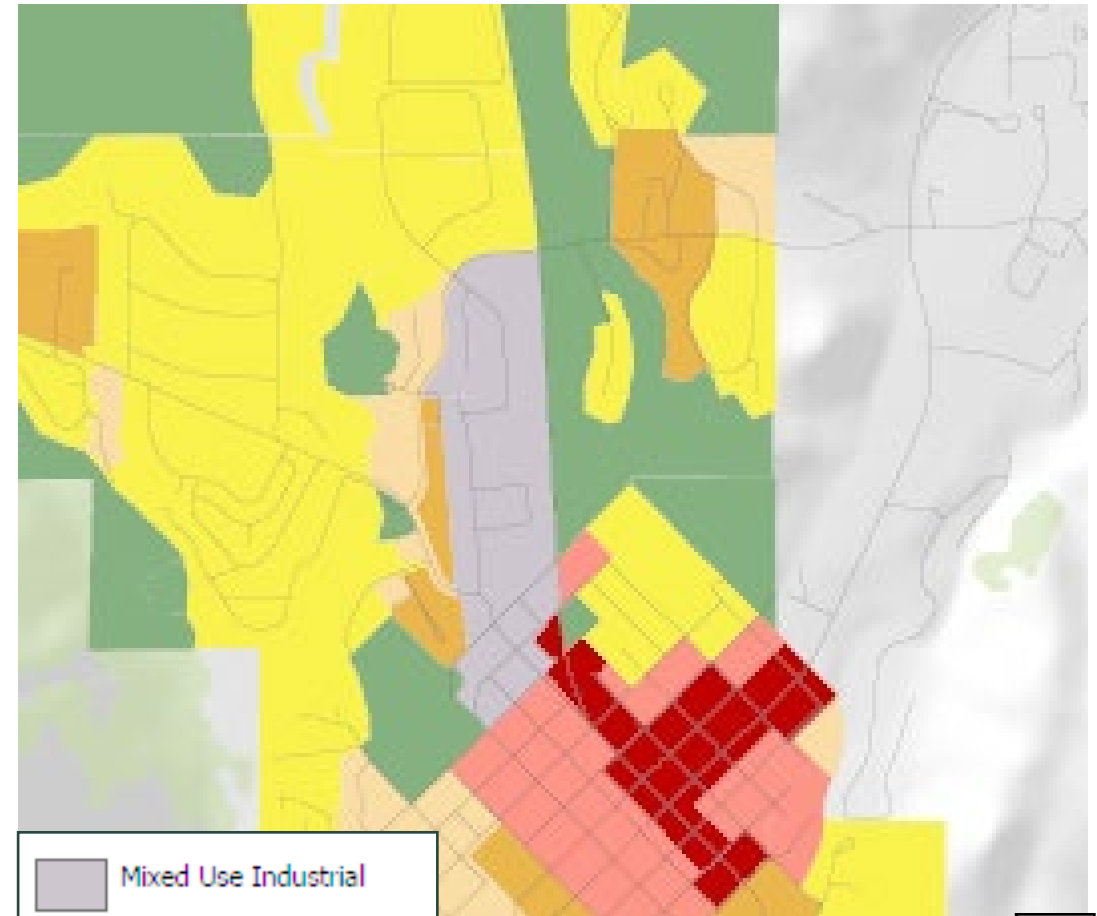
- Maintain and support businesses while introducing additional residential to the area
- Proactive enforcement of illegal uses (i.e. personal storage)
- Introduce neighborhood serving commercial uses not currently permitted

Height:

No change in permitted height

Other:

Evaluate parking and ground floor commercial requirements for 100% community housing developments



An aerial photograph of a town nestled at the base of a large, forested mountain. The town features a grid-like street pattern with numerous houses and some larger commercial buildings. The surrounding area is densely wooded with green trees. The sky is blue with scattered white clouds. The word "DISCUSSION" is overlaid in large, bold, black capital letters, with a thick green horizontal bar underneath it.

DISCUSSION

PUBLIC COMMENT



CITY COUNCIL DELIBERATION & ACTION



286

COALITION
KETCHUM
Comprehensive Plan & Code Update

An aerial photograph of a mountain town. In the foreground, there are dense green trees and a residential area with houses and streets. In the background, a large, rugged mountain rises, its slopes covered in forest and some cleared areas. The sky is blue with scattered white clouds. The title 'STAFF RECOMMENDATION' is overlaid in the center in a bold, dark blue font, with a teal horizontal bar underneath it.

STAFF RECOMMENDATION

STAFF RECOMMENDATION

Staff Recommendation

After considering the P&Z Commission's recommendation and public comment, staff recommends the City Council approve the Cohesive Ketchum 2025 Comprehensive Plan.

Council Options

- Approve with changes recommended by PZ Commission
- Approve with additional changes
- Continue discussion to August 4th

Attachment 4

Draft Resolution 25-012 Adopting the Cohesive Ketchum 2025 Comprehensive Plan

RESOLUTION 25-012
A RESOLUTION OF THE CITY OF KETCHUM, IDAHO ADOPTING THE COHESIVE
KETCHUM 2025 COMPREHENSIVE PLAN

WHEREAS, prepared in accordance with Idaho Code §67-6508, the Cohesive Ketchum 2025 Comprehensive Plan (the “Plan”) establishes a long-range policy framework to achieve the community’s vision for the future and will serve as a guide for land use decisions within the City of Ketchum and its Area of City Impact; and

WHEREAS, in accordance with Idaho Code §67-6509, the Planning and Zoning Commission held duly noticed public hearings to consider the Plan on March 25, April 8, April 22, May 7, and May 13, 2025; and

WHEREAS, the Commission recommended approval of the Plan with changes on May 13, 2025; and

WHEREAS, the City Council held a duly noticed public hearing to consider the Commission’s recommendation on June 16, 2025.

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

1. The Cohesive Ketchum 2025 Comprehensive Plan is hereby adopted by the City Council and supersedes the 2014 Comprehensive Plan.
2. A copy of the Cohesive Ketchum 2025 Comprehensive Plan shall accompany this Resolution and shall be kept on file with the City Clerk pursuant to Idaho Code §67-6509(c).
3. This Resolution shall be in full force and effect upon its adoption.

ADOPTED by the City Council and **APPROVED** by the Mayor of the City of Ketchum, Idaho this 16th day of June 2025.

APPROVED

Neil Bradshaw, Mayor

ATTEST:

Trent Donat, City Clerk



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: July 7, 2025 Staff Member/Dept: Morgan Landers, AICP – Director of Planning and Building

Agenda Item: Recommendation to approve various requests for snowmelt within the public right-of-way (ROW) adjacent to residential properties.

Recommended Motion:

Motion 1: “I move to approve ROW encroachment requests for the five properties noted by staff, direct staff to prepare the agreements, and direct the mayor to sign said agreements.”

Motion 2: “I move to deny ROW encroachment requests for the five properties noted by staff, and direct staff to initiate steps for the removal or completion of ROW improvements without snowmelt.”

Reasons for Recommendation:

- The city has five pending requests for approval of snowmelt in the right-of-way that have been in limbo since October 2024. These requests have taken a substantial amount of staff time to manage and lack of decision on some are holding up the completion of construction projects that began over two years ago.
- The city is in the process of evaluating policies related to allowances for snowmelt in the right-of-way. Following the last discussion on May 19th, City Council gave general direction to staff to rework the policy. Staff has been working on a revised program and anticipate presenting to Council in August at the earliest.
- Due to the extended timeframe it is taking to get direction from Council, staff recommend approving the snowmelts systems with the existing requirements for 2018 IECC compliance, efficient boilers, and moisture/temperature controls to allow for resolution of the requests and allocate staff time to other projects.

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

As noted above, the Planning and Building Department has five pending requests for snowmelt in the public right-of-way. Below is an overview of the request, how long the request has been pending, the origin of the request, and current status:

Request #1: 108 Gates Rd

Overview: Replace boiler and existing driveway snowmelt system and pavers. Driveway snowmelt and pavers extend into the city ROW.

Pending Since: October 2024

Origin and Status: Stop work order was issued during construction for work in the ROW without a permit. Work has been completed.

Request #2: 130 E River St

Overview: Replace snowmelt and pavers in sidewalk along front property line.

Pending Since: April 2025

Origin and Status: Stop work order was issued during construction for work in the ROW without a permit. Work has halted and the sidewalk is currently not passable.

Request #3: 191 N 3rd Ave

Overview: Construction of new snowmelt driveway and pavers in the city ROW.

Pending Since: January 2025

Origin and Status: Issue was flagged by staff during final certificate of occupancy inspection as snowmelt in the ROW was not on the approved plans. Work has not been completed. The city is holding a security bond for the removal of the snowmelt system and issued a Temporary Certificate of Occupancy for the residence.

Request #4: 305 Sage Rd

Overview: Construction of new snowmelt system and pavers in driveway of an existing residence. Driveway snowmelt and pavers extend into the city ROW.

Pending Since: November 2024

Origin and Status: Stop work order was issued during construction for work in the ROW without a permit. Work has been completed.

Request #5: 165 Bald Mountain Rd

Overview: Construction of new snowmelt driveway and pavers in the city ROW.

Pending Since: November 2024

Origin and Status: Issue was flagged by staff during final certificate of occupancy inspection as snowmelt in the ROW was not on the approved plans. Work has been completed. City is holding a security bond for the removal of the snowmelt system and issued a Temporary Certificate of Occupancy for the residence.

As staff do not have clear direction from Council on the allowance of snowmelt in the ROW, we are presenting the above requests for decision so that these enforcement items and construction projects can be resolved and staff time allocated to other projects. Staff recommends approving the requests above, with the requirement that all applicants provide the following:

- Verification of compliance with the 2018 International Energy Conservation Code (IECC) Section 403.12.2 requirements
- Verification that the boiler meets a minimum of 85% efficiency
- Verification that the system includes moisture and pavement temperature sensors.
- Verification that the system features automated controls that only trigger system activation when both temperature and moisture sensors warrant operation.

Any new requests that come in for snowmelt systems in the ROW, prior to direction on the snowmelt policy, will be brought to council for decision on a case-by-case basis upon request to minimize the amount of back and forth between staff and applicants.

Sustainability Impact:

Chapter six of the Climate Action Plan has two goals, increasing the supply of renewable energy and reducing demand for energy through energy efficiency initiatives and consumption reduction methods. Snowmelt systems are highly consumptive and place a demand on the energy system. Staff is working to develop a revised snowmelt policy for Council consideration in August.

Financial Impact:

None OR Adequate funds exist in account:	None
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Attachments:

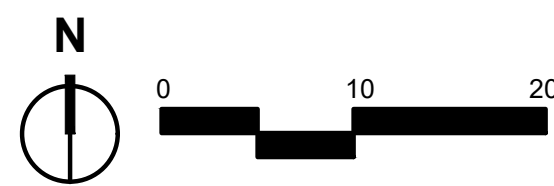
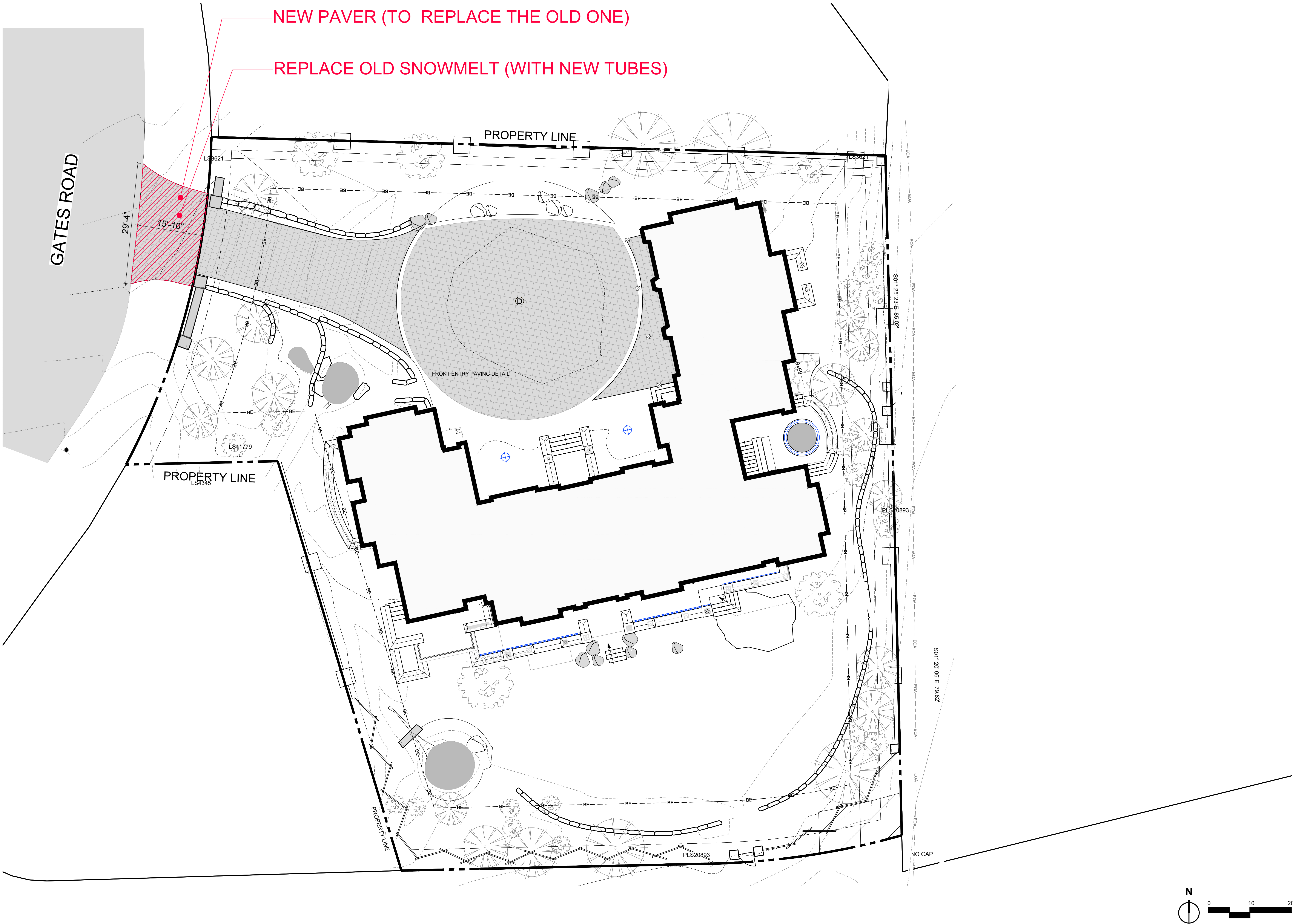
1. Address Site Plans and/or Images

Attachment 1:

Address Site Plans and/or Images

Request #1: 108 Gates Road





LANDSCAPE DESIGN
MCGAVICK RESIDENCE
108 GATES ROAD, KETCHUM IDAHO

PRINCIPAL: BY
PROJECT MANAGER: SP
DRAWN BY: SB
ISSUE DATE: 10-22-2024

ROW
ENCROACHMENT

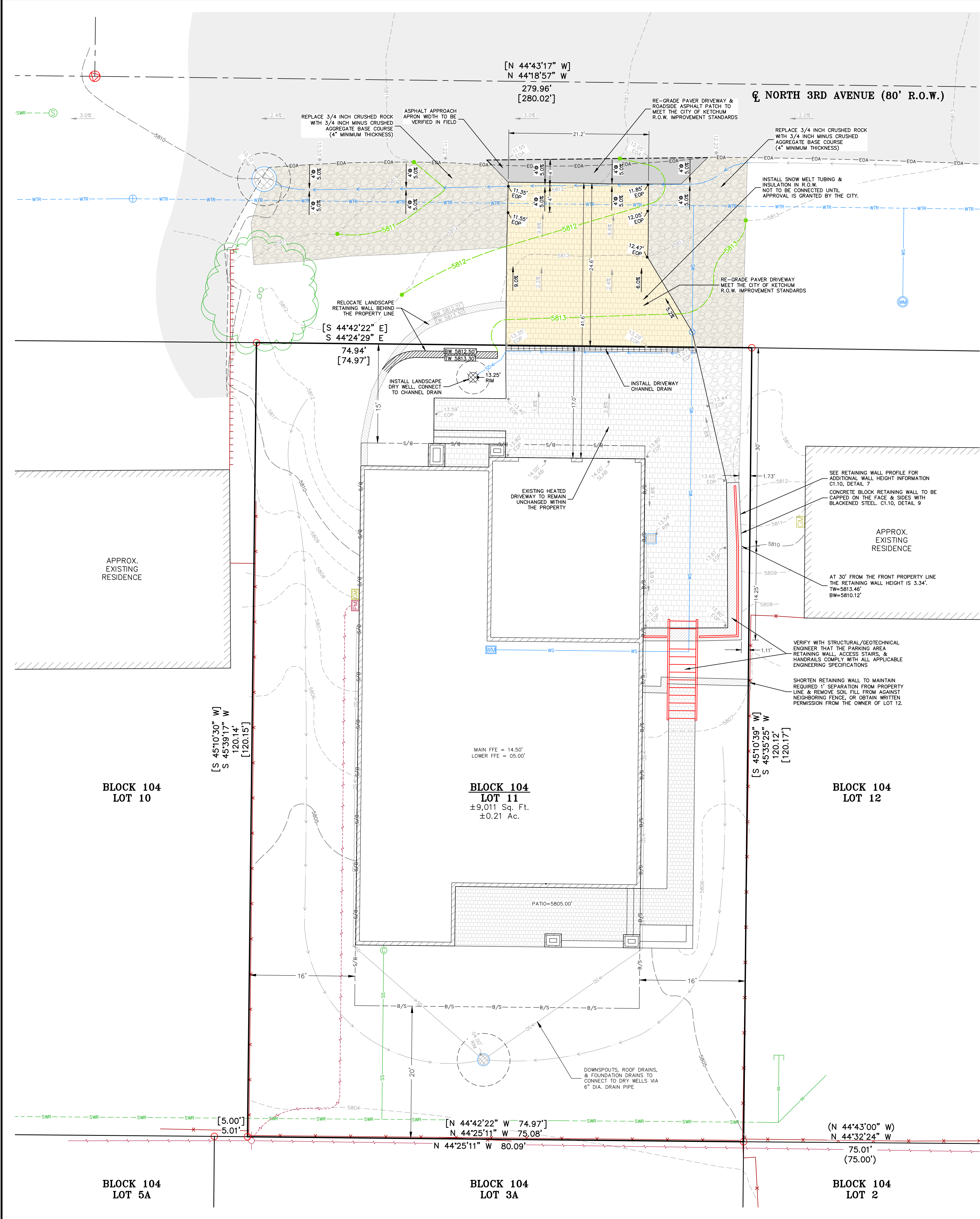
SHEET NO.

L1.0

Request #2: 130 E River St



Request #3: 191 N 3rd Ave
(see site plan on next page)



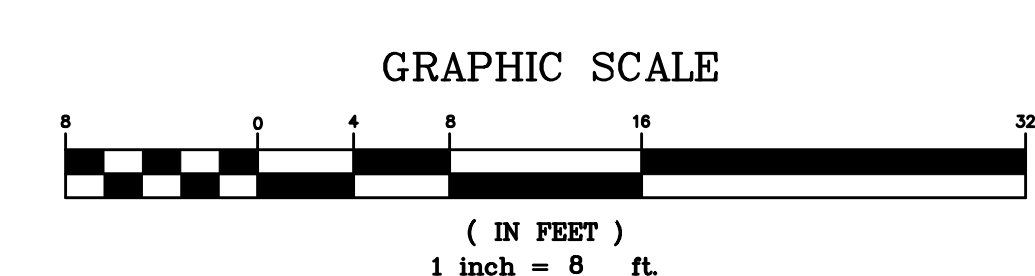
- LEGEND - EXISTING**
- Subject Boundary
 - Adjoining Lot Line
 - Centerline Right-of-Way
 - Building Setback (See Note 4)
 - 5' Major Contour (Alpine 2025)
 - 1' Minor Contour (Alpine 2025)
 - Existing Structure
 - Heated Concrete Paver Driveway (C1.10, Detail 1)
 - Concrete Paver Walkway
 - Roadside Gravel Swale
 - Edge of Asphalt
 - Asphalt Patch & Saw-Cut Line
 - Concrete Retaining Wall
 - Landscape Retaining Wall
 - Wooden Fence
 - 8" Water Main
 - 2" Water Service
 - 8" Sewer Main
 - Sewer Service
 - 6" Dia. Storm Drain Pipe
 - Drainage Flowline
 - Overhead Power
 - Underground Power
 - Found 1/2" Rebar
 - Sewer Manhole
 - Sewer Cleanout
 - Water Valve
 - Water Meter Vault
 - Interior 2" Water Meter
 - City of Ketchum Dry Well
 - Landscape Dry Well
 - Landscape Catch Basin (C1.10, Detail 4)
 - Power Pole
 - Power Meter
 - Phone Box
 - Gas Meter
 - Deciduous Tree
 - Existing Grade
 - Existing Spot Elevation
 - Location Description
 - EOP Edge of Pavers
 - EOA Edge of Asphalt
 - TW Top of Wall Elevation
 - BW Bottom of Wall Elevation
 - RIM Top of Dry Well/Catch Basin
 - SLAB Garage Slab Elevation
 - () Record Bearing & Distance
 - [] Record Bearing & Distance
- LEGEND - PROPOSED**
- 5' Major Contour
 - 1' Minor Contour
 - Stairs & Guard Rails
 - Heated Concrete Paver Driveway (C1.10, Detail 1)
 - Roadside Gravel Swale (C1.10, Details 2 & 5)
 - Drainage Flowline
 - 6" Dia. Storm Drain Pipe
 - Proposed 6" Driveway Trench Drain (C1.00, Note 23)
 - Proposed Landscape Dry Well (C1.10, Detail 3)
 - Proposed Grade
 - Proposed Finish Grade Spot Elevation
 - Location Description

- NOTES**
- Basis of Bearings is Grid North per Idaho State Plane Coordinate System, Central Zone, NAD83, (1992), at Grid in US Survey Feet. Ground Distances will be slightly longer. Vertical Datum is NAVD1988.
 - Boundary Information is from the Replat of Blocks 76, 77 & 78, The Village of Ketchum, Inst. No. 111300; the Record of Survey of Ketchum Townsite, Block 104, Lot 3A, Inst. No. 543880; Records of Blaine County, Idaho.
 - Except as stated or shown on this map, this Survey does not intend to reflect any of the following which may be applicable to Subject Real Property: Natural Hazards, Encroachments, Wetlands, Ditches, Easements other than those shown or listed hereon, Building Setbacks, Restrictive Covenants, Subdivision Restrictions, Zoning Restrictions, Land-Use Regulations, or Deed Restrictions and Exceptions contained within a current Title Policy.
 - The Subject Property is within the City of Ketchum Limited Residential District, LR. Please refer to City of Ketchum Code of Ordinances for more information about this zone.
 - Utility Locations shown are based on visual surface evidence, and City Maps. Utility locations should be verified before any excavation.
 - Not all trees and vegetation are shown, some locations are approximate.
 - Site and Construction As-Built information is from a January 30th, 2025 site survey conducted by Alpine Enterprises Inc.

- GENERAL CONSTRUCTION NOTES**
- The location of existing underground utilities shown on plans are approximate. The contractor shall be responsible for locating the existing utilities prior to and during construction. The contractor agrees to be fully responsible for any and all damages which result from his failure to accurately locate and preserve any and all underground utilities. Contractor shall call Digline Inc. to locate all existing utilities a minimum of 48-hours before excavation.
 - The design of the driveway and drainage improvements have only been performed within the public Right-of-Way. See the Landscape Grading Plan from N.S. Consulting for the remainder of the design.
 - All construction shall be in accordance with the most current edition of the Idaho Standards for Public Works Construction (ISPCW), the Idaho Department of Environmental Quality (DEQ) Public Drinking Water Standards and Wastewater Collection Standards, and the City of Ketchum, Idaho, Codes and Standards. The contractor shall be responsible for obtaining and keeping a copy of these Codes and Standards on site during construction.
 - The contractor shall be required to obtain all the necessary permits prior to construction and shall check with the City of Ketchum for permits the owner may have already obtained.
 - Per Idaho Code, 55-1613, the contractor shall retain and protect all monuments, accessories to corners, benchmarks, and points set in control surveys. All monuments, accessories to corners, benchmarks, and points set in control surveys that are lost or disturbed by construction shall be reestablished and re-monumented, at the expense of the agency or person causing their loss or disturbance under the direction of a professional land surveyor.
 - The contractor shall clean up the site after construction so that it is in a condition equal to or better than that which existed prior to construction.
 - Contractor shall be responsible for dust control during construction of all items hereon. Dust control shall be continuous during construction, 24 hours per day 7 days per week. The contractor shall follow the requirements of the Storm Water Pollution Prevention Plan at all times until permanent erosion control is established.
 - The proposed site disturbance is under 1 acre (0.38 Ac.) and thereby a SWPPP shall not be required. However, the contractor shall utilize erosion control Best Management Practices (BMP's) as needed to ensure the site and surrounding areas/waterways remain protected from contamination.
 - Existing topsoil shall be retained with vegetation and stockpiled for use in reestablishing revegetated areas.
 - All clearing and grubbing shall conform to ISPCW Section 201 and City of Ketchum standards of excavation and backfill.
 - All excavation and embankment shall conform to ISPCW Section 202 and City of Ketchum standards for excavation and backfill. Excavated subgrade shall be compacted and all unsuitable Sections removed and replaced with structural fill as determined by the engineer per ISPCW Section 204. Minimum compaction of placed material shall be 95% of maximum laboratory density as determined by AASHTO T-99 or IDT T-91.
 - All 2" minus aggregate shall be placed in conformance with ISPCW Section 802. It shall be compacted per ISPCW Section 202 and the City of Ketchum standards. 2" minus crushed aggregate material shall conform to ISPCW Section 802 Type II and to the City of Ketchum specifications. Minimum compaction of placed material shall be 95% of maximum laboratory density as determined by AASHTO T-99 or IDT T-91.
 - All 3/4" minus aggregate shall be placed in conformance with ISPCW Section 802. It shall be compacted per ISPCW Section 202 and the City of Ketchum standards. 3/4" minus crushed aggregate for leveling course shall conform to ISPCW Table 802 Type I and to the City of Ketchum specifications. Minimum compaction of placed material shall be 95% of maximum laboratory density as determined by AASHTO T-99 or IDT T-91.
 - All edges of existing asphalt paving shall be saw cut a minimum of 24" to provide a clean pavement edge for matching. No wheel cutting shall be allowed. Pavement shall be cut prior to paving to prevent damage to the cut edge.
 - The contractor shall be responsible for initiating, maintaining, supervising, and complying with all federal safety and health regulations as determined by the State of Idaho and Bureau of Reclamation health and safety requirements. The contractor shall be required to comply with all regulations and requirements of local codes and ordinances.
 - The contractor shall be responsible for hiring a materials testing company during construction to verify all City of Ketchum construction Spaniards and Specifications are met.
 - Contractor shall assure positive drainage towards catch basins and dry wells.
 - Contractor shall assure positive drainage away from the building and driveway.
 - Grade away from foundation at 2% minimum, unless otherwise shown.
 - All drainage is to be retained on-site.
 - The contractor shall be responsible for providing traffic control per the current edition of the US Department of Transportation Manual of Uniform Traffic Control Devices (MUTCD).
 - All roof drains and downspouts shall not drain adjacent to the foundation and are to be connected to dry wells by a 4" dia. solid PVC Pipe sloped at a 1% minimum.
 - The Channel Drain shall be a 6" wide HDPE channel with a 0.75 built in channel slope (Zurn Flo-Thru Model Z886 or equivalent). Grate shall be ductile iron with a slotted pattern. All components shall be rated for H-20 loading.
 - All instructions and special conditions contained on this plan set shall be strictly adhered to. Alpine Enterprises Inc. is not responsible for any deviation from these plans, unless such changes have been authorized in writing.
 - All right-of-way improvements per sheet C1.00 must be completed prior to issuance of a temporary or final Certificate of Occupancy unless otherwise agreed upon in writing by the City.



APPROVED
These plans have been found to be in substantial compliance of the adopted building codes. These documents are approved contingent on compliance with the mark-ups, notes, and conditions of approval applied. This is not approval of any violation of any code, ordinance, statute or regulation. Corrections will be required for code violations found during the inspection process.



PROJECT PATH AND PRINT DATE: U:\LandProjects2004\1878_K_Blk104_Lt12.dwg 05/22/2025 04:04:54 PM MST

A CONSTRUCTION AS-BUILT SURVEY & R.O.W. ENCROACHMENT PLAN SHOWING LOT 11, BLK 104, KETCHUM TOWNSITE WITHIN S13, T.4N., R.17E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO PREPARED FOR LOWELL BENGOCHEA & DRAW ARCHITECTURE + DESIGN

Alpine Enterprises Inc.
Surveying, Mapping, Civil Engineering, and Natural Hazards Consulting
660 Bell Dr., Unit 1, Ketchum, ID 83340 USA
P.O. Box 2037, Ketchum, ID 83340 USA
(208) 727-1808
email: bamt@alpineenterprisesinc.com

PROFESSIONAL ENGINEER
B. M. 1975
22MAY25
STATE OF IDAHO
ALEX NEW

PROFESSIONAL LAND SURVEYOR
B. M. 7048
22MAY25
STATE OF IDAHO
OFFICE

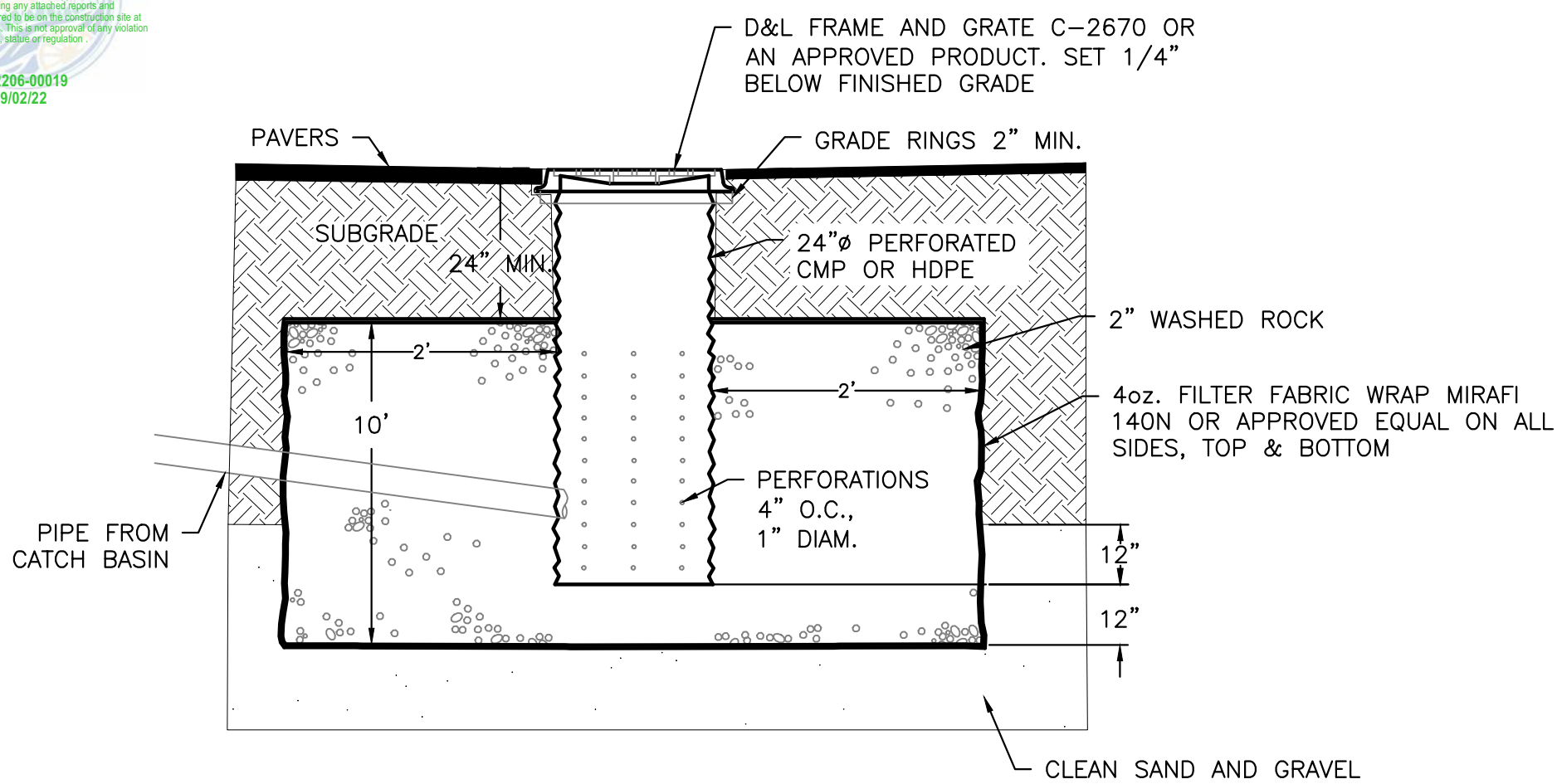
REVISIONS	NO.	DATE	BY
CERTIFICATE OF OCCUPANCY REVIEW			
R.O.W. REVISIONS	1	21FEB25	AHN
REVISED	2	22MAY25	AHN

C1.00

Request #4: 305 Sage Rd



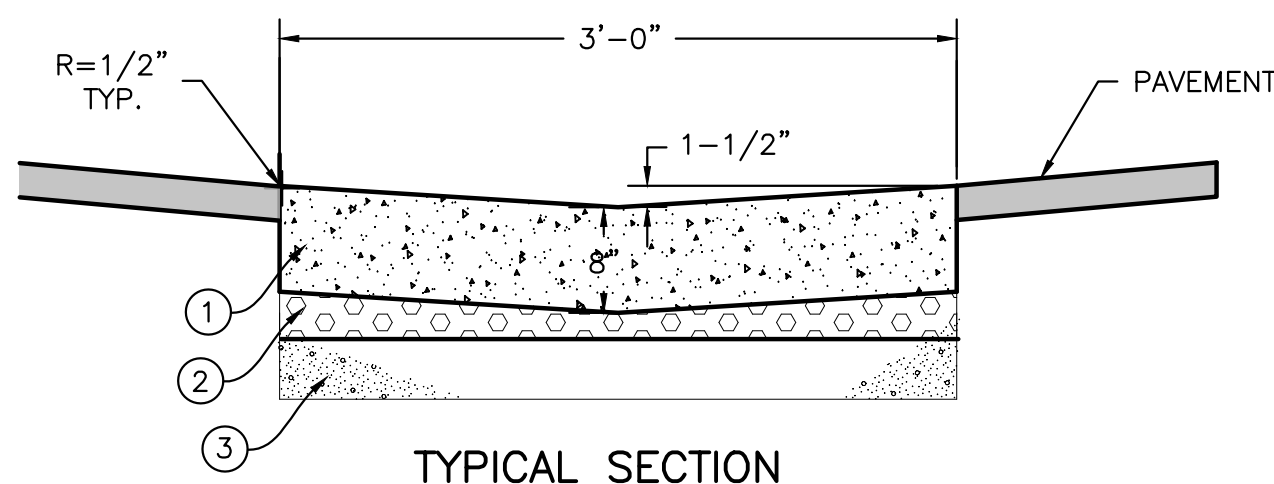
Request #5: 165 Bald Mountain Rd
(see site plan on next page)



NOTES:

1. THE BED SHALL BE EXCAVATED A MINIMUM OF 24" INTO CLEAN SAND AND GRAVEL.
2. MAXIMUM DEPTH SHALL NOT EXCEED 12 FEET.
3. IF CLEAN SAND AND GRAVEL IS NOT ENCOUNTERED WITHIN 12 FEET, THE CONTRACTOR SHALL CONTACT THE DESIGN ENGINEER.
4. GRATE OR SOLID LID AS APPROVED BY CITY OF KETCHUM.

1 TYPICAL DRYWELL DETAIL
C4 SCALE: NONE



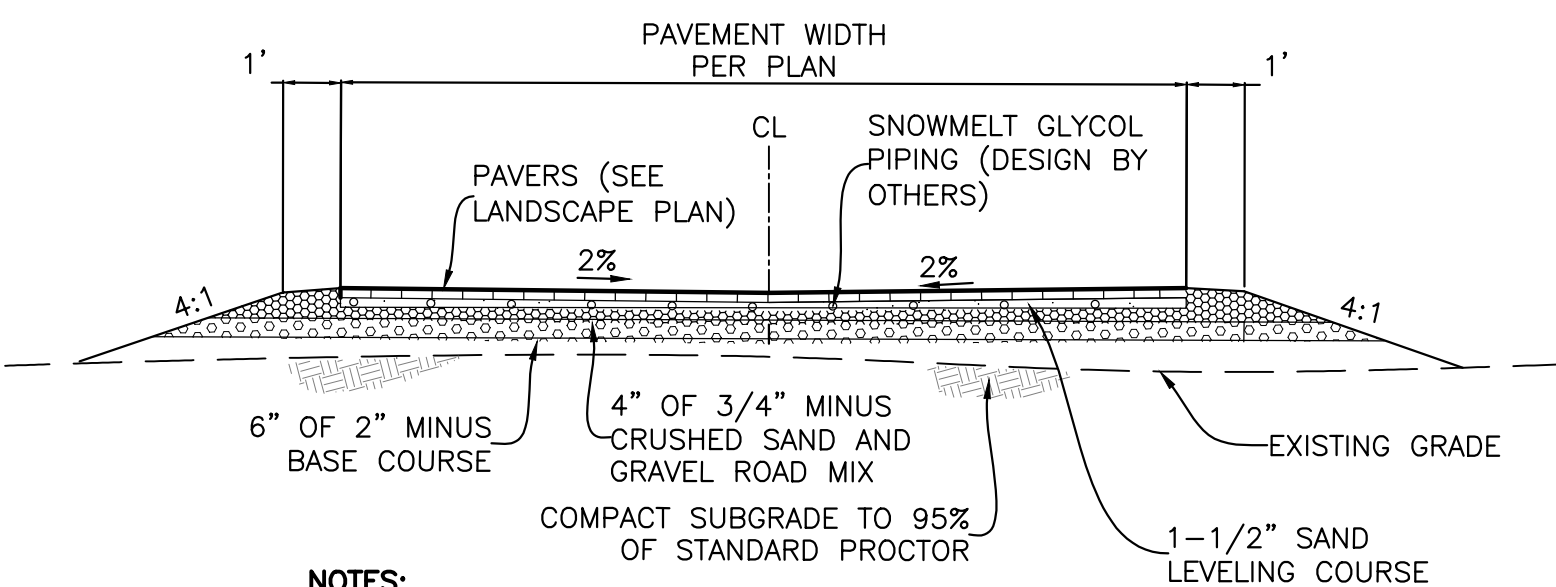
LEGEND

- 1 8-INCH THICK CONCRETE
- 2 2" MIN. OF 3/4" TYPE 1 AGGREGATE BASE
- 3 6" OF 2" TYPE II SUBBASE

NOTES:

1. 1/2-INCH PREFORMED EXPANSION JOINT MATERIAL (AASHTO M 213) AT TERMINAL POINTS OF RADI.
2. CONTINUOUS PLACEMENT PREFERRED. SCORE INTERVALS TO MATCH SIDEWALK WITH 10-FOOT MAXIMUM SPACING.
3. MATERIALS SHALL CONFORM WITH CURRENT ISPMC STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.

2 3 FT CONCRETE VALLEY GUTTER
C1 SCALE: N.T.S.

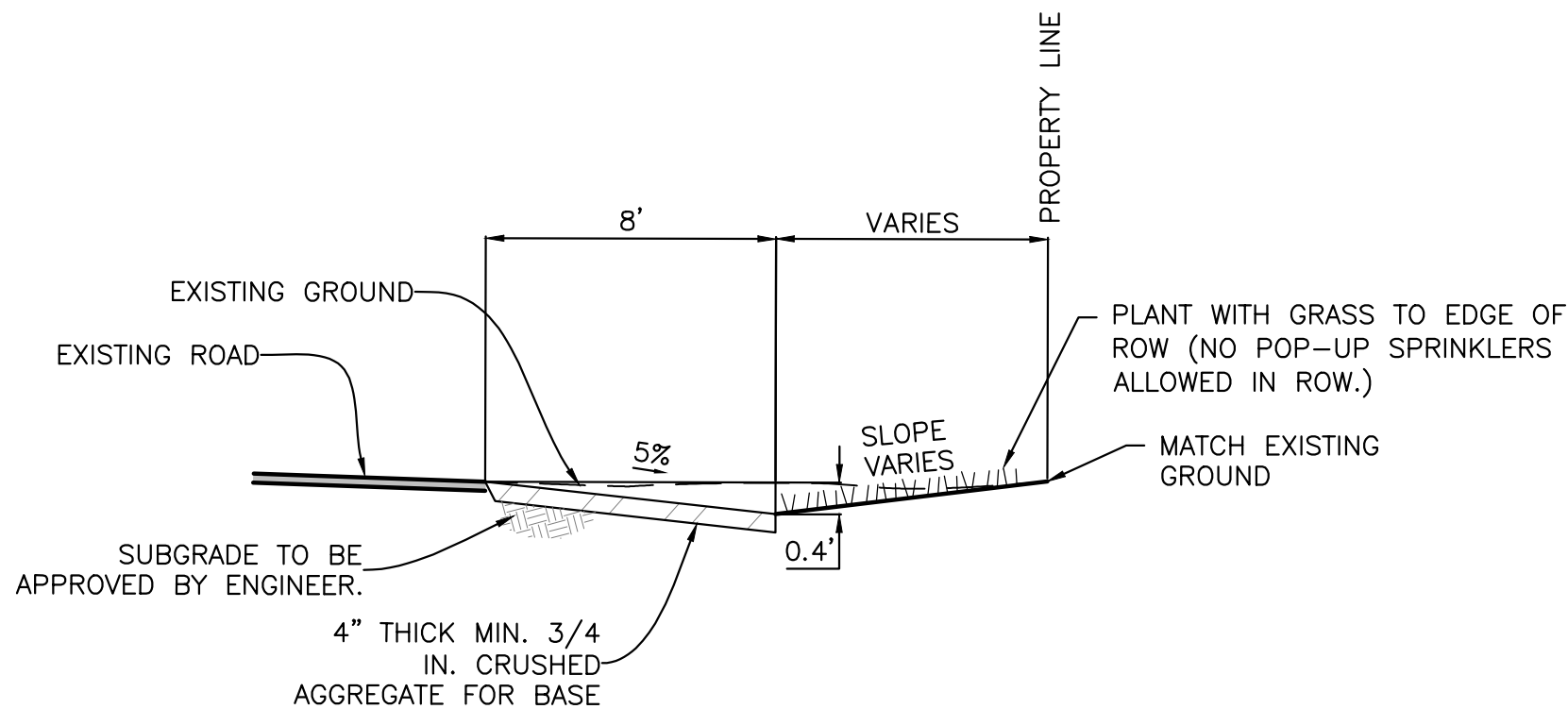


NOTES:

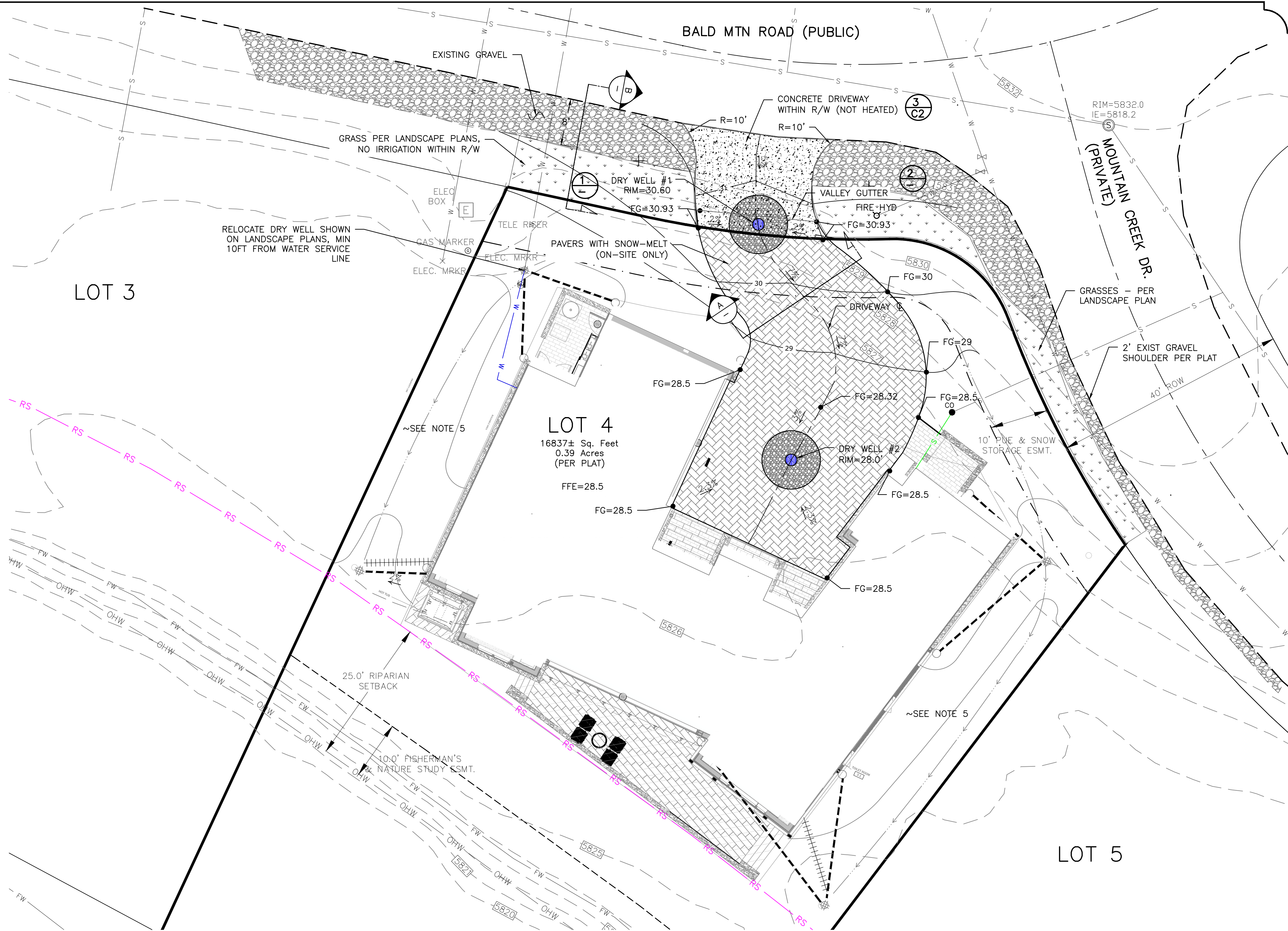
1. COMPACT DRIVEWAY SUBGRADE AND ALL STRUCTURAL FILL MATERIAL TO AT LEAST 95% OF THE MAXIMUM DENSITY OF EACH MATERIAL ACCORDING TO STANDARD PROCTOR ASTM D-698.

DRIVEWAY SECTION (PAVERS & SNOW-MELT ON-SITE)

NOT TO SCALE



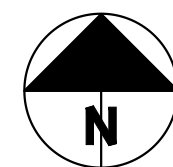
SHOULDER SECTION (B)
NOT TO SCALE



LEGEND

- PROPERTY LINE
ADJOINING PROPERTY LINE
CENTERLINE
SEWER
SEWER MANHOLE
SEWER CLEANOUT
WATER
WATER METER
CURB STOP
FIRE HYDRANT
GAS
POWER
TELEPHONE
EXISTING CONTOUR
PROPOSED CONTOUR
1% ANNUAL CHANCE FLOODLINE-FEMA 2010
FLOW LINE
DRYWELL
LANDSCAPE DRYWELL
STORM DRAIN PIPE
ASPHALT PAVEMENT
FG
EG
GB
ME
- FINISHED GRADE
EXISTING GROUND
GRADE BREAK
MATCH EXISTING

0' 10' 20' 40'
SCALE IN FEET



GENERAL NOTES

1. CONTRACTOR SHALL FIELD VERIFY LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING CONSTRUCTION. ANY CONFLICT SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER.
2. CONTRACTOR SHALL NOTIFY DIGLINE (1-800-342-1585) AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING UTILITIES ENCOUNTERED DURING CONSTRUCTION.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR DUST CONTROL DURING THE CONSTRUCTION OF ALL ITEMS HEREON. DUST CONTROL SHALL BE CONTINUOUS DURING CONSTRUCTION, 24 HOURS PER DAY 7 DAYS PER WEEK.
4. CONTRACTOR SHALL ASSURE POSITIVE DRAINAGE AWAY FROM THE HOUSE.
5. REFER TO LANDSCAPE PLANS FOR ALL ON-SITE GRADING AND DRAINAGE OTHER THAN DRIVEWAY.
6. DRIVEWAY SLOPE SHALL NOT EXCEED 7%.

REVISIONS

No. DESCRIPTION



PREPARED BY:
BENCHMARK ASSOCIATES, P.A.
P.O. BOX 733 100 BELL DRIVE
KETCHUM, IDAHO 83340
(208) 726-9512
FAX 726-9514
WEB: WWW.BMA5B.COM
MAIL: WWW.BMA5B.COM

GRADING & DRAINAGE PLAN

WARM SPRINGS RANCH LOT 4
T4N, R17E, SEC 12, B.M., KETCHUM, IDAHO
PREPARED FOR: MAGLEBY

DRAWN BY: SLS
DESIGNED BY: SLS
CHECKED BY: PLJ
DATE: 8/16/2022
PROJECT NO.: 22128

DRAWING NO.

C1



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: July 25, 2025 Staff Member/Dept: Brent Davis – Director of Finance/Treasurer

Agenda Item: Follow-up from Budget Workshop and finalization of budget.

Recommended Motion:

“I move to adopt the proposed budget as presented.”

-or-

“I move to adopt the proposed budget as presented with the following amendments: ”

Policy Analysis and Background:

The FY 2026 draft budget was presented to Council at the June 24, 2025, Budget Workshop. The following topics/project areas were discussed but left unresolved and thus set to be reviewed today for final staff direction.

- Appropriation of housing in-lieu funds; budget amount for the Ownership & Preservation Program (OPP) – Housing Fund
- % for Art – Capital Improvement Fund
- Long-term CIP funding options – Capital Improvement Fund
- Animal-resistant (trash) carts – General Fund
- Mayor/Council compensation (new discussion) – General Fund
- Improvements to & lease of 491 Sun Valley Road – General Fund
- City/County shared sustainability position – General Fund
- Ketchum Police department (financials) – General/Local Option Fund

Sustainability Impact:

Proposed City/County Sustainability shared position included in annual budget. The amount will depend on sponsorship support for MT2030 per Council discussion on 6/24.

Financial Impact:

None OR Adequate funds exist in account:

Fiscal Year 2026 proposed budget assumes \$42,774,212 in total planned expenses.

Attachments:

1. Presentation slide deck (pending)