



Agenda

- ROLL CALL
- CALL TO ORDER: By Mayor Neil Bradshaw
- COMMUNICATIONS FROM MAYOR AND COUNCILORS
- COMMUNICATIONS FROM THE PUBLIC on matters not on the agenda (Comments will be kept to 3 minutes)
- CONSENT AGENDA: Note: **(ALL ACTION ITEMS)** The Council is asked to approve the following listed items by a single vote, except for any items that a Councilmember asks to be removed from the Consent Agenda and considered separately
 1. Approval of Minutes: Regular Meeting December 2, 2019
 2. Approval of Minutes: Special Meeting December 9, 2019
 3. Authorization and approval of the payroll register
 4. Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills in the total sum of \$581,635.99 as presented by the Treasurer.
 5. Monthly Financial State of the City—Director of Finance and Internal Services Grant Gager
 6. Recommendation to approve amendment to Alley Maintenance Agreement 20392A with Thad and Annette Farnham—City Administrator, Suzanne Frick
 7. Recommendation to approve Easement Agreement #20437 with KETCH PDX, LLC for public use of private property—City Administrator, Suzanne Frick
 8. Recommendation to approve Encroachment Agreement #20438 with KETCH PDX, LLC, for snow melt in the public right of way—City Administrator, Suzanne Frick
 9. Recommendation to approve Alley Maintenance Agreement #20439 with Crossbuck Subdivision Homeowners Association—City Administrator Suzanne Frick
 10. Recommendation to Approve Assignment Agreement 20441 assigning Trail Creek Fund LLC, to Harriman Hotel, LLC—City Attorney Matthew Johnson
 11. Recommendation to approve Computer Lease Agreement 20442 with Dell – Director of Finance & Internal Services, Grant Gager
- PUBLIC HEARINGS AND DISCUSSIONS (Public comment and input taken on the following items)
 12. ACTION ITEM: P & Z Recommendation to approve Barriteau Separate Property Trust/Main Trust Properties LLC - 1st & 4th Mixed Use Project for Partial Alley Vacation, Preliminary Plat and a Development Agreement #20427 – Director of Planning & Building John Gaeddert
 13. Recommendation to approve Thunder Spring Residences Sublots 8 & 9 Final Plat – Associate Planner Abby Rivin
 14. ACTION ITEM: Discussion and direction on the location of the proposed fire station—Mayor Neil Bradshaw
- STAFF AND COUNCIL COMMUNICATIONS (council deliberation, public comment not taken)
 15. Recommendation to receive and file the Audited FY 19 Financial Statement---Auditor Dennis Brown

- [16.](#) ACTION ITEM: Recommendation to contribute funding towards KETCH I and II for public infrastructure—Mayor Neil Bradshaw
- [17.](#) Request for Council feedback to Ketchum Arts Commission on its selection of three semi-finalists for permanent sculpture installation – Assistant City Administrator Lisa Enourato
- [18.](#) ACTION ITEM: Recommendation to approve Agreement #20440 with DPPM for project management services—Mayor Neil Bradshaw
- ADJOURNMENT

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

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

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

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

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

Please note that all people may speak at public hearings.

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

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

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Thank you for your participation.

We look forward to hearing from you



CITY OF KETCHUM, IDAHO REGULAR KETCHUM CITY COUNCIL
Monday, December 02, 2019, 4:00 PM
480 East Avenue, North, Ketchum, Idaho
Limelight Hotel – 151 Main St. S., Ketchum ID 83340

PRESENT

Mayor Neil Bradshaw
Council President Michael David
Councilor Amanda Breen
Councilor Jim Slanetz
Councilor Courtney Hamilton

STAFF PRESENT

Ketchum City Administrator Suzanne Frick
Ketchum City Attorney Matt Johnson
Ketchum City Attorney Bill Gigray
Director of Planning & Building John Gaeddert
Senior Planner Brittany Skelton
Associate Planner Abby Rivin
Assistant City Administrator Lisa Enourato

- CALL TO ORDER: By Mayor Neil Bradshaw

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

- COMMUNICATIONS FROM MAYOR AND COUNCILORS

Mayor Neil Bradshaw reminded the public about the tree lighting on December 4th, to shovel sidewalks and there is no parking on city streets from 2 am to 7 pm.

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

Mayor Neil Bradshaw asked for public comment.

Susan Neiman asked council to consider changing the start times of the council meetings. She is hoping this encourages the youths in the community to get involved. She also would like the City Council to look at the nighttime parking ordinance as well as the parking situation in general.

Mayor Neil Bradshaw responded that the resolution regarding meeting dates and times has already passed for 2020, however, the staff will continue to monitor attendance. He also advised that parking will continue to be looked at.

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

1. Approval of Minutes: Regular Meeting November 18, 2019
2. Authorization and approval of the payroll register
3. Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills in the total sum of \$231,780.13 as presented by the Treasurer.
4. Recommendation to approve Contract #20430 with Galena Engineering for Engineering services for the next phase of Ketchum Springs – Water Superintendent Pat Cooley
5. Recommendation to approve Resolution #19-031 to appoint Olin Glenne on the Visit Sun Valley Board
6. Approval of a Letter of Support for Blaine County's LRHIP Grant Application – Assistant City Administrator Lisa Enourato

Motion to accept the consent agenda

Motion made by Councilor Slanetz, Seconded by Councilor Breen.

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

- PUBLIC HEARINGS AND DISCUSSIONS (Public comment and input taken on the following items)
- 7. **ACTION ITEM:** Recommendation to accept public comment, and review and determine: (1) if Trail Creek LLC has cured the development agreement breach or (2) declare Trail Creek Fund LLC in breach of its development agreement with the City and (3) direct staff to proceed to initiate communications and administrative work as necessary to prepare for immediate site restoration should Trail Creek Fund LLC not timely cure such breach

Mayor Neil Bradshaw advised that the applicant has not submitted documents to review and suggested moving this item to December 9, 2019 for a special meeting so public and council can review the materials.

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

Motion to continue item 7 to December 9, 2019 at 3:30 p.m.

Motion made by Councilor Breen, Seconded by Councilor Slanetz

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

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

Mayor Neil Bradshaw summarized the previous Council meeting regarding the proposed Boutique Marriott. He turned the meeting over to the applicant to highlight the changes.

Nick Blayden advised that they have had an open house and heard from the public and they are here to show the changes they have made.

Justin Heppler with JG Architects showed a power point outlining the Top Ten things that have changed from the last meeting. He went over the 4 waivers that PEG is asking for and what can be done with each of them. He went onto show renderings of the hotel, talked about deliveries and loading zone areas and the changes they have made at Sherri Newlands request. Justin Heppler talked about the Access off of highway 75 and about their study and where they stand now. Justin Kepler went onto talk

about sustainability, showed the updated floor plans and the massing of the building. He touched base on the employee housing plans and where they stand.

Mayor Neil Bradshaw opened the meeting for public comment.

Heidi Scherthanner thanked the Marriott for the improvements they presented.

Jima Rice thanked PEG for the improvements. She advised that P & Z did a lousy job and pushed their job off on council. She said this still is not a small enough mass and suggested getting rid of employee housing and contribute in lieu and to get rid of the roof top bar. Jima Rice went onto talk about the 2014 Comp Plan and asked council to do their job with the public in mind. She distributed a handout to the council regarding the Comp plan.

Sun Valley Economic Development Executive Director Harry Griffith talked about the Economic impact of the hotel saying this project is worth \$1.6 M dollars to our community. It directly impacts/tourism and stressed the importance of this project. He talked about the jobs this creates and about the number of new visitors this will bring to town. Harry Griffith said that the 23-employee housing units is not to be sneezed at. He talked about the contribution to LOT that this project will bring in and advised that the Marriott brand will put Ketchum on the map. Mayor Bradshaw questioned Harry Griffith's source for the data presented? Harry Griffith explained that he received his information from the PEG group and data that he accumulated in the past. It's a consistent input and output model that has been done in the community.

Lucy Berrett questioned the infrastructure in town and if the City has addressed this type of growth. Parking is an issue and our roads are in bad shape. She questioned the amount of people this project may bring in, and voiced concern over the hospital being able to handle it.

Mickey Garcia said P & Z did a wonderful job. He is pleased with the design. He said the project looks great. The people who are against this are selfish.

John Sahlberg lives in Trail creek Crossing and is directly affected by this proposal. He talked about the references to Jackson and park City. He wants to live in Ketchum. He is against the waivers and wants to talk about values of Ketchum stating that everybody needs to respect those values.

Susan Niemann is a 40-year resident and agrees with John Sahlberg. She is not sold on the renderings and questioned if the end result will look like the renderings. She stressed to council to be sure the landscaping matches the rendering as well as the building.

Lars Guy, the immediate neighbor, asked for points of clarification on zoning issues. He questioned the T zone as well as the setbacks and certain points along the building. He talked about the relative scale and how it will look to the surrounding residents and said that is dangerous to grant all these waivers.

Dick English, Ketchum resident advised this his long-term concern is utilities and natural resources. He questioned if have we the water to accommodate that demand or the wastewater system able to handle it. He raised many questions regarding electrical power and natural gas?

Kevin Livingston talked about transparency saying there has been an overwhelming opposing response to the number of waivers. He talked about his petition saying there is no way this can be good for the

City of Ketchum. The people who are negatively affected pay a lot more taxes than what will be coming in. Mr. Livingston said the project needs to be scaled back and asked the council to listen to the community.

Tom Benson, Ketchum resident, opposes the height variance saying this will devalue the properties around it. He talked about a review that praises the Ketchum area. Tom Benson said that Ketchum does not need to be Park City or Jackson when it grows up.

Susan Sahlberg loves the changes they are working on and it's a great start, but the waivers are big issues. She advised that she is not in agreement with the height waivers.

Grace Summers advised she moved here for the economy. For a young person this is a great opportunity to grow the economy. She advised that she used to live in a corporate city and traveled a lot and talked about Marriott and the amount of people that plan their travel around where Marriott's are. Grace Summers said that if we let this opportunity pass us by, we will never be able to draw in other brands. She questioned the elimination of the bar restaurant space saying that is the area the community would actually use.

DelAnn Benson commended PEG on the amount of work they've done in a short period of time but said it's not enough they should be meeting the standards that are set for that zone. She questioned SVED's presentation and the jobs that will be brought in. She advised that Just because something looks better than what is there now is not a reason to build.

Pat Duggan is very close to the Marriott. She talked about her past This is not a corporate hotel it just has a corporate name. She advised that the Marriott needs to find another location. It is the wrong spot. P & Z should have looked more thoroughly at the location.

Jim Laski represent the Limelight residents HOA. He talked about the people speaking for and against the project. The major concern is Hwy 75 and River St. He thinks some of the proposals are not legitimate. He is opposed the angle parking scenario as well as the loading zone. He talked about not using semi-trucks and that not being true. The time their proposing for deliveries is not possible. He talked about backing into the loading dock and the fact that the housing proposed at today's meeting is different than what is in the packet. Hwy 75 and River St. are his biggest concern.

Ed Johnson, Ketchum resident, advised that there is no reason why the housing should be onsite. He encouraged council to move the housing offsite.

Mark Penn reviewed the current design and advised that the developer has listened to the public's concern, but more work needs to be done. Biggest problem is with the P & Z Commissioners. He talked about zoning and declared that this creates a bad precedent in Ketchum.

Gary Slette represents Mr. & Mrs. Clotfelter. They are not opposed to the use if it fits within the zoning criteria. His concern is the River St right-of-way for delivery truck parking. His clients are advocating that council look at River St. and come up with alternatives.

Mayor Neil Bradshaw advised the council that he would like to talk about Circulation, issues then encroachment and, lastly, the 4 waivers. He asked Council if circulation should come off Hwy 75 or River St. He introduced Kordel Brayley, an independent engineer that the City hired. Kordel Brayley

recommends the access be off River St. Councilor Jim Slanetz asked about eliminating the left-hand turn. Mr. Brayley said that has not been looked at, but he thinks it's better to have two locations to make left hand turns. Council President Michael David talked about the changes that ITD will be making and stressed the importance of this fitting into the plan. Michael David agrees with the River St access but would continue to examine the space for the delivery trucks. All Councilors agree with the River St. entrance.

Mayor Neil Bradshaw questioned the council on their preference on the encroachment proposal referencing page 86 and 87 of the packet. Mayor would like to keep the middle of the road as the middle of the right of way. He would not have the diagonal parking and adjust the rest accordingly. It will reduce the size of the plaza a little bit and makes the cross walk from Peg to the Limelight a little longer but is consistent. Mayor Bradshaw asked Kordel Brayley if he sees any issues with this. Kordel Brayley said there is not a difference regarding traffic issues. All councilors agreed.

Mayor Neil Bradshaw went on to talk about the waivers. He asked the Council about the height waivers, soul of town and the entrance way. Councilor Courtney Hamilton questioned the height. She talked about the waivers before them and public perspective. She talked about height and the need for a waiver. It would be good to come down to the 35'. She does not know if the 4' will change the view corridor.

Councilor Amanda Breen talked about the benefits of employee housing and said eliminating public housing would be eliminating the main public benefit. Councilor Courtney Hamilton suggested building affordable housing on another site in Ketchum. Amanda Breen said it is important to stress that we are not ignoring the zoning code. Council making these decisions is required in the Tourist Zone and they decide on the public benefit of the community. Councilor Jim Slanetz agrees with Amanda Breen but said this is a philosophical question on where the town is headed and went onto talk about FAR. Mayor Bradshaw said it appears like were fitting a square peg in a round hole. He would like to see the applicant conform to the 1.6 FAR. It may lead to employee housing onsite or maybe offsite. He is appreciative of the efforts he but does not want to give the FAR waiver. He said he thinks they are close on the set back but not there. Council President Michael David asked for clarification on the height. Director of Planning & Building John Gaeddert explained the height. Nick Blyden explained how they got to 1.6. Councilor Amanda Breen does not feel as strongly about the FAR. Councilor Jim Slanetz agrees with Amanda Breen and the current proposed FAR. Keeping employee housing is more important to him. Jim Slanetz is good with the setbacks but is unsure about the height.

Councilor Courtney Hamilton likes the setback from River Street. She is more comfortable with traffic flows. She would love to see the FAR meet the standard and thinks employee housing is crucial and it needs to be in Ketchum. If employee housing is pushed offsite, parking issues would be added to what we currently have. Courtney Hamilton thinks they are going to need a height waiver regardless. She does not think it has a huge impact. Based on the public comment anything they can do to reduce mass and density is what they need to do.

Council President Michael David would like to see them get to the FAR but not at the expense of the employee housing. He talked about the rooftop restaurant bar as an amenity for the guests as well as the Ketchum residents.

Mayor Neil Bradshaw asked about waivers on the west side and the neighbors. Councilor Amanda Breen said that it needs to be a more pleasant transition. She feels for the neighbors. She also believes that the public benefits and the economic contribution makes the height waiver acceptable as it is.

Councilor Courtney Hamilton talked about setbacks saying that anything you can do on the west side pushes it to the east. Pushing it closer to the highway affects more people than those on the west side. Mayor Neil Bradshaw asked about minimum lot size. Council President Michael David is fine with this waiver. This end of town has become very vibrant and thinks this is a good area for a hotel. Councilor Courtney Hamilton said if we ever wanted to do a PUD in the downtown corridor, we would need to grant a waiver. All Councilors agreed.

Mayor Neil Bradshaw asked the applicant if they wanted to give any clarification. Nick Blayden and Council clarified all the points that were made today. There was further conversation regarding the west side of the building. Councilor Amanda Breen said she does not think the council is asking for too much more, but we need to continue it. Attorney Bill Gigray advised that the applicant needs to get council approval prior to going back to the P & Z level. The public will need to have time to review revised plans prior to coming back to the meeting. Mayor asked the applicant to be prepared to release the plans on January 6, 2020.

Councilor Courtney Hamilton thanked the applicant for their work.

Motion to continue to January 21, 2020 at 4:00 p.m.

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

Mayor Neil Bradshaw called for a break at 6:05 and resumed the meeting at 6:12 p.m.

- 9. ACTION ITEM:** Recommendation to adopt for first reading of Ordinance #1205 prohibiting the use of handheld wireless devices while operating a vehicle upon a street or highway within the City of Ketchum—Police Chief Dave Kassner

Mayor Neil Bradshaw introduced Ordinance #1205. Police Chief Dave Kassner summarized the restriction and the history. Mayor Bradshaw asked about handheld devices on bicycles. Dave Kassner talked about the research he has done, advising that distracted bicycling statistics are very limited at this time.

Mayor Neil Bradshaw opened the meeting for public comment.

Bruce Smith spoke in support of the Ordinance and enforcing it.

Mickey Garcia voiced confusion on what the council is proposing and does not agree with enforcement.

Council President Michael David stressed that this is a safety issue and would like to waive the 3 readings. Councilor Amanda Breen agrees and talked about the enforcement in Hailey and supports the proposed ordinance and hopes it's the strongest language possible. Councilor Jim Slanetz agrees. Attorney Matt Johnson advised it is up to the council if they would like to waive the 2nd and 3rd readings. Councilor Courtney Hamilton voiced her support and requested the City get the word out.

Motion to adopt the 1st reading and read by title only and to waive the 2nd and 3rd reading.

Motion made by Councilor Breen, Seconded by Council President David

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

Councilor Courtney Hamilton read the title aloud

Motion to adopt Ordinance #1205 as written

Motion made by Council President David, Seconded by Councilor Hamilton

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

- 10. ACTION ITEM:** Recommendation to approve the Onyx at Leadville Residence: Phase I Final Plat— Director of Planning and Building John Gaeddert

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

Associate Planner Abby Rivin explained that one unit is being approved because of a sale.

Motion to approve the Onyx at Leadville Residence: Phase 1 Final Plat subject to the issuance of a Certificate of Occupancy for Unit 203.

Motion made by Councilor Breen, Seconded by Councilor Hamilton

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

- 11. ACTION ITEM:** Recommendation to approve the Beck Subdivision Lot Line Shift Plat-- Director of Planning & Building John Gaeddert

Councilor Courtney Hamilton recused due to a conflict of interest.

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

Director of Planning and Building John Gaeddert explained the 4 existing lots of record that have been combined into 3 and the improvements made.

Motion to approve the Beck Final Plat and authorize the Mayor to sign the findings of fact, conclusions of law and decision.

Motion made by Councilor Breen, Seconded by Councilor Slanetz

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

Recused: Councilor Hamilton

- 12. ACTION ITEM:** Recommendation to approve the Fisher Condominiums Unit 1A & 2A Final Plat-- Director of Planning & Building John Gaeddert

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

The location of the lot was questioned. It was clarified it was Washington Ave. The purpose re-designates a portion of common area to limited common area for the use of one unit.

Motion to approve the Fisher Condominiums: Units 1A &2A Readjustment of Lot Lines application

Motion made by Councilor Hamilton, Seconded by Councilor Breen

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

- 13. ACTION ITEM:** Recommendation to approve the Doughty Lot Line Shift Final Plat—Senior Planner Brittany Skelton

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

Motion to approve the Doughty Lot Line Shift Final Plat with conditions 1-8.

Motion made by Councilor Hamilton, Seconded by Councilor Breen

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

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

- 14. ACTION ITEM:** Recommendation to approve Contract #20431 between the City of Ketchum and Molly Snee – Assistant City Administrator Lisa Enourato

Mayor Neil Bradshaw asked for approval of Contract #20431 for graphic art explaining all the work Molly Snee has done and praised her talent. He explained that what we've spent in the past and what we're paying now. Councilor Courtney Hamilton believes the design work is very important to keep people interested and worth every penny stating this has become our city style. Councilor Jim Slanetz agrees with Courtney Hamilton stating he is pleased with the way in which it makes the city look and is creating engagement in the community. Councilor Amanda Breen appreciates Molly Snee's talent.

Motion to approve Contract #20431 with Molly Snee for Graphic Services.

Motion made by Councilor Hamilton, Seconded by Council President David

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

- 15. ACTION ITEM:** Recommendation to approve MOU# 20434 between the Ketchum Urban Renewal Agency and the City of Ketchum for a financial contribution towards the purchase of fire apparatus—City Administrator Suzanne Frick

City Administrator Suzanne Frick explained the motion made by the KURA in support of the purchase of the Fire Truck in the amount of \$60,000 in a one-time contribution. Councilor Courtney Hamilton asked

about the contribution in the general fund. Suzanne Frick explained that the council can decide at a later date how the saved money can be spent.

Motion to authorize the Mayor to enter into MOU #20434

Motion made by Councilor Breen, Seconded by Council President David

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

- ADJOURNMENT

Motion to adjourn at 6:48 pm

Motion made by Council President David, Seconded by Councilor Slanetz.

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

Neil Bradshaw, Mayor

Robin Crotty, City Clerk



CITY OF KETCHUM, IDAHO SPECIAL KETCHUM CITY COUNCIL

Monday, December 09, 2019, 4:00 PM
480 East Avenue, North, Ketchum, Idaho

PRESENT

Mayor Neil Bradshaw
Council President Michael David
Councilor Amanda Breen
Councilor Jim Slanetz
Councilor Courtney Hamilton

STAFF PRESENT

Ketchum City Administrator Suzanne Frick
Director of Finance & Internal Services Grant Gager
Ketchum City Attorney Matt Johnson – present by phone

- **CALL TO ORDER:** By Mayor Neil Bradshaw
Mayor Neil Bradshaw called the meeting to order at 3:32 p.m.
- **ROLL CALL**
- **COMMUNICATIONS FROM MAYOR AND COUNCILORS**
No comments
- **COMMUNICATIONS FROM THE PUBLIC** on matters not on the agenda (Comments will be kept to 3 minutes)

Mayor Neil Bradshaw asked for comments for items that are not on the agenda. There was none.

- **PUBLIC HEARINGS AND DISCUSSIONS** (Public comment and input taken on the following items)
 1. **ACTION:** Recommendation to Accept Public Comment and Review and Determine: (1) if Trail Creek LLC has cured the development agreement breach and (2) if not cured, direct staff to proceed to initiate communications and administrative work as necessary for site restoration.

Mayor Neil Bradshaw explained the timeline and talked about the process before them. He talked about the comments that have been sent in that are part of public comment and invited the public to 3 minutes of public comment.

Martin Ford talked about the successes of Jack Barriteau's projects and about all this project will bring to the City. He voiced his support.

Rick LeFaive talked in support of the project saying a 5-star hotel in Ketchum is a win for the area.

Gary Hoffman spoke in favor of this project and talked about the benefits of the increased LOT and employee housing this project will bring to Ketchum. Gary Hoffman talked about local economic stimulus and referenced the Limelight Hotel and the Sun Valley Culinary Institute.

Ed Johnson is unsure of why the council is taking public comment, however, voiced his support of the Harriman Hotel.

Tom Benson advised that he reviewed the documents provided, however he does not see the loan documents. He voiced concern over losing the Bond.

Jima Rice stated that the documents provided, proves he does not have the funding, and suggested the City terminate the agreement. She referenced the documents in the packet saying there is nothing in writing. She questioned the deal for Mosaic stating there is no written proof from Mosaic.

David Caldwell stated that he has been part of this project over the last 5 years and, contrary to what is being said today, Jack Barriteau has the financing. He spoke in support of the project.

Brian Formusa, Engineer, stated that Jack Barriteau is the only developer he will work with and vouched for his character.

Pat Duggan talked about the amount of time the city has spent focusing on 2 hotels. She stated that if Jack Barriteau cannot prove he has the money then this project should not be done. Pat Duggan spoke against 4 hotels at the entrance to town.

Attorney Ed Simon, representing Vicky Graves, referenced a previous meeting and quoted what was being required. He talked about a letter he sent on December 2nd as well as about the documents before them and what they mean. He talked about the lender and when the LLC was formed and advised that the initial agreement was with Trail Creek Fund and it is now Herriman. There is no contract between the City and Mosaic or Herriman. He talked about the Bond name being in Trail Creeks name.

Attorney Ed Lawson thanked council for the special meeting advising that the recorded Deed of Trust has been provided. The Council will now decide if there is adequate proof of funding. He referenced the facts and talked about loan document.

Public Comment closed at 3:57 p.m.

Mayor Neil Bradshaw outlined the question before council explaining that this gives the applicant one last shot to get this project done. He spoke in support of Mosaic and turned the meeting over to council.

Councilor Amanda Breen advised that she believes the documents provided are sufficient evidence and they meet the requirements of the agreement.

Councilor Jim Slanetz questioned Director of Finance and Internal Services Grant Gager and City Attorney Matt Johnson if the documents meet the standards. He questioned Jack Barriteau's signature being the only one on the document.

Attorney Matt Johnson asked the council if there is sufficient information to make the decision. Director of Finance & Internal Services Grant Gager spoke saying that the terms appear to meet the requirements. Councilor Jim Slanetz questioned the one signature from the buyer and nothing from the lender? Mayor Neil Bradshaw talked about the deed of trust stating that what we have required from Jack Barriteau is more than Ketchum has ever required from a developer before.

Attorney Ed Lawson explained that Jack Barriteau has executed a completion guarantee in favor of the lender. Councilor Amanda Breen asked Ed Lawson about the name on the Bond. Ed Lawson advised that there is no risk to the bond.

Attorney Ed Simon talked about the bond and the importance of having the appropriate names on the bond. He said the documents Ed Lawson referred to are not in the record.

Councilor Amanda Breen talked about the amendment and what was required stating that Jack Barriteau has provided that.

Councilor Courtney Hamilton asked if there was any proof of the cost of the project? Mayor Neil Bradshaw advised that the figure will come at a later time. Courtney Hamilton questioned if there are any issues with the change of the LLC? Can the bond be converted? City Attorney Matt Johnson said the assignment issue can be worked out and suggested incorporating a statement into the motion stating such.

Council President Michael David referenced the Development Agreement and said that the documents have been provided and conditions have been met.

Councilor Jim Slanetz questioned the construction loan. Mayor Neil Bradshaw advised that we don't have that document and we didn't ask for it. Jim Slanetz talked about his fear of losing the bond and failing the community. Mayor Neil Bradshaw talked about the process going forward if we cure the bond. Jim Slanetz said this seems like half of an agreement. Attorney Ed Lawson advised the document was never requested and it holds proprietary trade secrets that cannot be shared. Jim Slanetz questioned if the financing is in place. Ed Simon talked about the terms of the loan documents and suggested the Council require proof of funding. Jim Slanetz asked for a letter of credit. Ed Lawson said there is no reason to have a letter of credit and he has personal knowledge.

Mayor Neil Bradshaw does not want to see a delay in the decision stating there is a tight timeline, he advised if the financing has not been met that will be evident in the next 6 months. Councilor Amanda Breen agrees with Mayor Bradshaw and is in support of the documents before them. Councilor Courtney Hamilton understands Councilor Slanetz's concerns, however, she stated that it is up to the Council to be sure this project will go forward and we have what we requested. Council President Michael David stated that what we've asked for we've received, and the breach has been cured. He would like to see the fence changed around the site.

Motion to find the breach of the Development Agreement cured contingent upon the final processing of the appropriate assignment documents in relation to the development agreement and provision of a restoration bond.

Attorney Matt Johnson explained that the first part of the motion is clarifying the declaration is cured. The second part is saying that a condition, at the appropriate assignment of the

documents, will state, Trail Creek LLC has assigned all of its interests to Harriman and that is put on record with the Development Agreement so that Harriman takes the place of Trail Creek with respect to all of those agreements with the City. Further, it was deemed that the restoration Bond Is updated via some sort of an assignment document to make clear that it is now specifically in the name of Harriman as well as the successor and interest to Trail Creek. Mayor Neil Bradshaw questioned when the restoration bond will go away. Matt Johnson clarified it would go away when the project is completed. The Bond would be called on if there is a default of one of the agreements. How the bond works, and the timeframe was discussed in detail.

Attorney Ed Lawson advised they were happy to incorporate what is being requested, however, he requested a letter from the Mayor to Mosaic stating that the defaults of the development agreement was cured in a timely fashion and that all revisions have been met. Mayor Neil Bradshaw clarified that if this motion is approved, he will have the authority to write such a letter.

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

Mayor Neil Bradshaw is thankful for the process they have gone thru and asked the developer to be thoughtful of the neighbors.

- ADJOURNMENT

Motion to adjourn at 4:34 p.m.

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

Neil Bradshaw, Mayor

Robin Crotty, City Clerk

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

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

Invoice Detail.Voided = No,Yes

| Vendor Name | Invoice Number | Description | Net Invoice Amount |
|--|----------------|--|--------------------|
| GENERAL FUND | | | |
| 01-2175-8000 P/R DEDUC PBL--EMP CAF FSA-MD | | | |
| NBS-NATIONAL BENEFIT SERVI | CP237538 | FSA | 698.04 |
| 01-2175-9000 P/R DEDUC PBL--EMP CAF FSA-DC | | | |
| NBS-NATIONAL BENEFIT SERVI | CP237538 | DCA | 657.70 |
| 01-2300-0000 DEPOSITS-PARKS & EVENTS | | | |
| SWIFTSURE RANCH | 121019 | Deposit Refund | 250.00 |
| Total : | | | 1,605.74 |
| LEGISLATIVE & EXECUTIVE | | | |
| 01-4110-2515 VISION REIMBURSEMENT ACCT(HRA) | | | |
| NBS-NATIONAL BENEFIT SERVI | 723193 | FSA/HRA November 2019 | 22.95 |
| STARLEY-LEAVITT INS. AGENCY | 618373 | 618373 112519 | 45.00 |
| 01-4110-3100 OFFICE SUPPLIES & POSTAGE | | | |
| US BANK | 6235 112519 | 6235 - Business Cards - Neil | 66.37 |
| 01-4110-4910 MYR/CNCL-TRAINING/TRAVEL/MTG | | | |
| LIMELIGHT HOTEL KETCHUM | 10R2H7 12031 | Council Meeting | 250.00 |
| 01-4110-7400 OFFICE FURNITURE & EQUIPMENT | | | |
| US BANK | 6243 112519 | 6243 - Keyboard for M. David | 79.90 |
| Total LEGISLATIVE & EXECUTIVE: | | | 464.22 |
| ADMINISTRATIVE SERVICES | | | |
| 01-4150-2505 HEALTH REIMBURSEMENT ACCT(HRA) | | | |
| NBS-NATIONAL BENEFIT SERVI | CP237538 | HRA | 1,046.79 |
| 01-4150-2515 VISION REIMBURSEMENT ACCT(HRA) | | | |
| NBS-NATIONAL BENEFIT SERVI | 723193 | FSA/HRA November 2019 | 51.85 |
| NBS-NATIONAL BENEFIT SERVI | 723193 | FSA/HRA November 2019 | 16.50 |
| STARLEY-LEAVITT INS. AGENCY | 618373 | 618373 112519 | 63.00 |
| 01-4150-3100 OFFICE SUPPLIES & POSTAGE | | | |
| ASSOCIATED BUSINESS FORMS, | 3336 | 1099 Tax Forms | 103.78 |
| ATKINSONS' MARKET | 05251507 | Supplies | 21.52 |
| CHATEAU DRUG CENTER | 2151871 | Supplies | 9.49 |
| COPY & PRINT, L.L.C. | OUT-576 | Supplies | 204.51 |
| COPY & PRINT, L.L.C. | OUT-623 | Office Supplies | 106.48 |
| PITNEY BOWES - RESERVE ACC | 3310146566 | Postage Meter | 377.16 |
| SUN VALLEY NATURAL SPRING | 00028881 | Spring Water | 69.99 |
| US BANK | 6235 112519 | 6235 - Business Cards - Suzanne & Bill | 107.24 |
| 01-4150-4200 PROFESSIONAL SERVICES | | | |
| CASELLE, INC. | 98953 | Contract Support and Maintenance | 2,204.00 |
| CENTRAL DRUG SYSTEM, INC. | 302763 | Annual Admin Fee & Regulation Update Service & Testing | 184.00 |

| Vendor Name | Invoice Number | Description | Net Invoice Amount |
|--|----------------|--|--------------------|
| EXPRESS PUBLISHING, INC. | 10002196 1130 | 10002196 113019 | 1,935.80 |
| GALENA ENGINEERING, INC. | 1318 177 11011 | 1318 177 110119 | 645.00 |
| GALENA ENGINEERING, INC. | 1318 178 11011 | 1318 178 110119 | 4,530.00 |
| GALENA ENGINEERING, INC. | 1318 179 11011 | 1318 179 110119 | 2,646.70 |
| GALENA ENGINEERING, INC. | 1318 180 11011 | 1318 180 110119 | 2,435.15 |
| SENTINEL FIRE & SECURITY, IN | 48736 | 2347 - Atkinsons Park | 93.00 |
| SENTINEL FIRE & SECURITY, IN | 48971 | 4784 - 480 East Ave. | 93.00 |
| SHRED-IT USA | 8128605498 | Shredding Service | 280.40 |
| BROWN, LINDA DIANE | 1912 | Delivery for December 2019 | 95.00 |
| 01-4150-4400 ADVERTISING & LEGAL PUBLICATIO | | | |
| EXPRESS PUBLISHING, INC. | 10002196 1130 | 10002196 113019 | 835.00 |
| 01-4150-4800 DUES, SUBSCRIPTIONS & MEMBERSH | | | |
| HAILEY & WOOD RIVER CHAMB | 9473 | Membership Dues | 250.00 |
| 01-4150-4900 PERSONNEL TRAINING/TRAVEL/MTG | | | |
| US BANK | 0568 112519 | 0568 - SVED Conference for 5 People | 500.00 |
| 01-4150-5100 TELEPHONE & COMMUNICATIONS | | | |
| CENTURY LINK | 2087267801 11 | 2087267801 112319 | 1.04 |
| US BANK | 6243 112519 | 6243 - 8 x 8 | 2,483.90 |
| 01-4150-5110 COMPUTER NETWORK | | | |
| KETCHUM COMPUTERS, INC. | 16589 | Computer Support | 5,794.20 |
| 01-4150-5150 COMMUNICATIONS | | | |
| US BANK | 6235 112519 | 6235 - Mailchimp Communications | 84.99 |
| US BANK | 6235 112519 | 6235 - Constant Contact Communications | 9.50 |
| US BANK | 6235 112519 | 6235 - Peach Jar Communications | 100.00 |
| US BANK | 6235 112519 | 6235 - Facebook Communications | 10.56 |
| US BANK | 6235 112519 | 6235 - Uprinting Communications | 49.86 |
| US BANK | 6235 112519 | 6235 - Stickers | 191.17 |
| US BANK | 6235 112519 | 6235 - Shutterstock Communications | 30.74 |
| SNEE, MOLLY | 1927 | November Retainer | 4,500.00 |
| 01-4150-5200 UTILITIES | | | |
| CITY OF KETCHUM | 120219 | 360 - November | 48.76 |
| CITY OF KETCHUM | 120219 | 9994 - November | 157.46 |
| CITY OF KETCHUM | 120219 | 9997 - November | 318.12 |
| CITY OF KETCHUM | 120219 | 772 - November | 58.30 |
| CLEAR CREEK DISPOSAL | 0001278594 | 960 112519 | 34.20 |
| CLEAR CREEK DISPOSAL | 0001279750 | 951449 112519 | 60.00 |
| IDAHO POWER | 2200749261 11 | 2200749261 112219 | 1,605.51 |
| INTERMOUNTAIN GAS | 3264933000 11 | 3264933000 112219 | 265.46 |
| INTERMOUNTAIN GAS | 44919030005 1 | 44919030005 112219 | 25.40 |
| 01-4150-5900 REPAIR & MAINTENANCE-BUILDINGS | | | |
| AIRPRO, INC. | IN12837 | Vehicle Exhaust System | 874.65 |
| ECONO SIGNS LLC | 10-957034 | Signs | 2,319.95 |
| ECONO SIGNS LLC | 10-957183 | Square Posts | 2,633.00 |
| FIRE SERVICES OF IDAHO | 52675P | Annual Service of Fire Ext. | 45.00 |
| MAGIC VALLEY LABS, INC. | 14397 | Debris Pile | 660.00 |
| OHIO GULCH TRANSFER STATIO | 430846 | Waste | 310.00 |
| WRIGHT-PULLIAM, POO | 253611 | Holiday Window Painting | 150.00 |
| HIGH COUNTY HEATING INC | 35625 | Fifth Street Furnace Service | 423.00 |

| Vendor Name | Invoice Number | Description | Net Invoice Amount |
|--|----------------|---|--------------------|
| 01-4150-5910 REPAIR & MAINT-491 SV ROAD BLAINE COUNTY TAX COLLECT | 292496 | 491 E Sun Valley Rd | 2,896.24 |
| 01-4150-6500 CONTRACTS FOR SERVICES | | | |
| S & C ASSOCIATES LLC | 1467 - 1493 | 1469 | 110.00 |
| S & C ASSOCIATES LLC | 1467 - 1493 | 1493 | 220.00 |
| S & C ASSOCIATES LLC | 1467 - 1493 | 1476 | 605.00 |
| S & C ASSOCIATES LLC | 1467 - 1493 | 1470 | 1,265.00 |
| S & C ASSOCIATES LLC | 1467 - 1493 | 1482 | 2,420.00 |
| Total ADMINISTRATIVE SERVICES: | | | 49,666.37 |
| LEGAL | | | |
| 01-4160-4270 CITY PROSECUTOR | | | |
| ALLINGTON, ESQ., FREDERICK | 120257 | Monthly Prosecutor Payment | 3,769.92 |
| Total LEGAL: | | | 3,769.92 |
| PLANNING & BUILDING | | | |
| 01-4170-2515 VISION REIMBURSEMENT ACCT(HRA) | | | |
| NBS-NATIONAL BENEFIT SERVI | 723193 | FSA/HRA November 2019 | 19.60 |
| STARLEY-LEAVITT INS. AGENCY | 618373 | 618373 112519 | 36.00 |
| 01-4170-3100 OFFICE SUPPLIES & POSTAGE | | | |
| US BANK | 4221 112519 | 4221 - USPS Mailing | 417.85 |
| 01-4170-4200 PROFESSIONAL SERVICES | | | |
| S & C ASSOCIATES LLC | 1467 - 1493 | 1475 | 165.00 |
| S & C ASSOCIATES LLC | 1467 - 1493 | 1477 | 55.00 |
| S & C ASSOCIATES LLC | 1467 - 1493 | 1490 | 110.00 |
| S & C ASSOCIATES LLC | 1467 - 1493 | 1491 | 110.00 |
| S & C ASSOCIATES LLC | 1467 - 1493 | 1492 | 220.00 |
| S & C ASSOCIATES LLC | 1467 - 1493 | 1467 | 770.00 |
| S & C ASSOCIATES LLC | 1467 - 1493 | 1472 | 440.00 |
| S & C ASSOCIATES LLC | 1467 - 1493 | 1473 | 55.00 |
| S & C ASSOCIATES LLC | 1467 - 1493 | 1480 | 605.00 |
| S & C ASSOCIATES LLC | 1467 - 1493 | 1484 | 495.00 |
| S & C ASSOCIATES LLC | 1467 - 1493 | 1486 | 770.00 |
| S & C ASSOCIATES LLC | 1467 - 1493 | 1488 | 605.00 |
| S & C ASSOCIATES LLC | 1467 - 1493 | 1489 | 440.00 |
| S & C ASSOCIATES LLC | 1467 - 1493 | 1478 | 110.00 |
| S & C ASSOCIATES LLC | 1467 - 1493 | 1479 | 55.00 |
| HARMONY DESIGN & ENGINEE | 19854 | Trail Creek Bridge Repair | 31.25 |
| 01-4170-4210 PROFESSIONAL SERVICES - IDBS | | | |
| DIVISION OF BUILDING SAFETY | 120219 | November 2019 Building Permit Fees | 6,175.00 |
| 01-4170-4900 PERSONNEL TRAINING/TRAVEL/MTG | | | |
| US BANK | 4221 112519 | 4221 - Women Leadership Training for Brittany Skelton | 1,195.00 |
| US BANK | 4221 112519 | 4221 - Affordable Housing Class | 50.00 |
| Total PLANNING & BUILDING: | | | 12,929.70 |
| NON-DEPARTMENTAL | | | |

| Vendor Name | Invoice Number | Description | Net Invoice Amount |
|--|----------------|------------------------------------|--------------------|
| 01-4193-4500 1ST/WASHINGTON RENT URBAN RENEWAL AGENCY | 3772 | November Rent | 3,000.00 |
| 01-4193-6500 CONTRACT FOR SERVICE KIC | 120319 | October and November 2019 Services | 13,431.00 |
| 01-4193-6601 MASTER TRANSPORTATION PLAN S & C ASSOCIATES LLC | 1467 - 1493 | 1468 | 110.00 |
| Total NON-DEPARTMENTAL: | | | 16,541.00 |

FACILITY MAINTENANCE**01-4194-2505 HEALTH REIMBURSEMENT ACCT(HRA)**

| | | | |
|----------------------------|----------|-----|--------|
| NBS-NATIONAL BENEFIT SERVI | CP237538 | HRA | 125.18 |
|----------------------------|----------|-----|--------|

01-4194-2515 VISION REIMBURSEMENT ACCT(HRA)

| | | | |
|-----------------------------|--------|-----------------------|-------|
| NBS-NATIONAL BENEFIT SERVI | 723193 | FSA/HRA November 2019 | 22.70 |
| STARLEY-LEAVITT INS. AGENCY | 618373 | 618373 112519 | 27.00 |

01-4194-3100 OFFICE SUPPLIES & POSTAGE

| | | | |
|---------|-------------|-------------------------------|-------|
| US BANK | 6235 112519 | 6235 - Business Cards - Juerg | 66.37 |
| US BANK | 9642 112519 | 9642 - Candy Canes | 32.95 |

01-4194-3200 OPERATING SUPPLIES

| | | | |
|-------------------------|-------------|--------------------------|--------|
| A.C. HOUSTON LUMBER CO. | 1912-584432 | Gloves | 23.99 |
| CHATEAU DRUG CENTER | 2148542 | Wet Mop Refill | 37.95 |
| US BANK | 2022 112519 | 2022 - Uniform Pants | 99.99 |
| US BANK | 2022 112519 | 2022 - Uniform Jackets | 77.10 |
| US BANK | 2022 112519 | 2022 - Hand Warmers | 37.45 |
| US BANK | 2022 112519 | 2022 - Uniform Jackets | 69.60 |
| US BANK | 2022 112519 | 2022 - Wall Calendar | 24.79 |
| US BANK | 2022 112519 | 2022 - K-Cups | 121.59 |
| US BANK | 2022 112519 | 2022 - Emergen-C Packets | 34.98 |
| US BANK | 2022 112519 | 2022 - Toe Warmers | 96.86 |

01-4194-3500 MOTOR FUELS & LUBRICANTS

| | | | |
|------------|--------|--------------|--------|
| UNITED OIL | 927001 | 38950 113019 | 505.56 |
|------------|--------|--------------|--------|

01-4194-4200 PROFESSIONAL SERVICES

| | | | |
|--------------------------|---------------|-------------------|-------|
| BACKGROUND INVESTATION B | CIT025120119- | Background Checks | 23.95 |
|--------------------------|---------------|-------------------|-------|

01-4194-4220 PROF SERV-CITY BEAUTIFICATION

| | | | |
|--------------------------|--------------|------------------|-----------|
| BIG WOOD LANDSCAPE, INC. | 21300 112619 | Holiday Lighting | 20,248.00 |
| BIG WOOD LANDSCAPE, INC. | 21483 | Holiday Lighting | 2,947.50 |
| LUTZ RENTALS | 101590-1 | Starbucks Lights | 202.50 |
| WEBB LANDSCAPING | K-IN-139662 | Burlap Cloth | 72.00 |
| WEBB LANDSCAPING | K-IN-139668 | Wreaths | 111.96 |

01-4194-5200 UTILITIES

| | | | |
|-----------------|--------|-----------------|--------|
| CITY OF KETCHUM | 120219 | 456 - November | 13.22 |
| CITY OF KETCHUM | 120219 | 532 - November | 50.87 |
| CITY OF KETCHUM | 120219 | 9995 - November | 39.66 |
| CITY OF KETCHUM | 120219 | 9996 - November | 48.77 |
| CITY OF KETCHUM | 120219 | 536 - November | 118.98 |
| CITY OF KETCHUM | 120219 | 560 - November | 13.22 |
| CITY OF KETCHUM | 120219 | 1127 - November | 13.21 |
| CITY OF KETCHUM | 120219 | 1245 - November | 35.55 |

| Vendor Name | Invoice Number | Description | Net Invoice Amount |
|--|----------------|-------------------------------|--------------------|
| CITY OF KETCHUM | 120219 | 9991 - November | 49.82 |
| IDAHO POWER | 2201272487 11 | 2201272487 112019 | 102.11 |
| IDAHO POWER | 2203538992 11 | 2203538992 112019 | 78.74 |
| INTERMOUNTAIN GAS | 3264933000 11 | 3264933000 112219 | 12.42 |
| INTERMOUNTAIN GAS | 65669030002 1 | 65669030002 112219 | 9.79 |
| 01-4194-5300 CUSTODIAL & CLEANING SERVICES | | | |
| WESTERN BUILIDNG MAINTEN | 0121623-IN | Monthly Janitorial Services | 4,798.12 |
| 01-4194-6000 REPAIR & MAINT-AUTOMOTIVE EQUI | | | |
| RIVER RUN AUTO PARTS | 6538-148640 | Headlight | 12.59 |
| 01-4194-6950 MAINTENANCE | | | |
| A.C. HOUSTON LUMBER CO. | 1911-581454 | Mailbox Supplies | 15.08 |
| A.C. HOUSTON LUMBER CO. | 1911-581568 | Tarp | 11.99 |
| A.C. HOUSTON LUMBER CO. | 1911-581685 | Bungee Cord | 6.76 |
| A.C. HOUSTON LUMBER CO. | 1912-583853 | Wipe Rags | 36.58 |
| CHATEAU DRUG CENTER | 2148747 | Air Can | 7.59 |
| CHATEAU DRUG CENTER | 2150968 | Snow Shovels | 28.48 |
| CHATEAU DRUG CENTER | 2151764 | Can of Air | 7.59 |
| CHATEAU DRUG CENTER | 2151941 | Lighter and Starter | 10.43 |
| PIPECO, INC. | S3587426.001 | Wood Handle | 40.13 |
| PIPECO, INC. | S3591417.001 | Snow Shovels | 76.50 |
| US BANK | 2022 112519 | 2022 - Vacuum Parts | 45.73 |
| WEBB LANDSCAPING | K-IN-139431 | Christmas Trees | 399.94 |
| ZODIAC POOL SYSTEMS, INC | 24535 | Fire Pit Insert | 1,885.00 |
| Total FACILITY MAINTENANCE: | | | 32,978.84 |
| POLICE | | | |
| 01-4210-2515 VISION REIMBURSEMENT ACCT(HRA) | | | |
| NBS-NATIONAL BENEFIT SERVI | 723193 | FSA/HRA November 2019 | 6.45 |
| 01-4210-3620 PARKING OPS EQUIPMENT FEES | | | |
| CALE AMERICA, INC. | 157321 | November Active Meters | 165.00 |
| OMNI PARK | 120847 | Omni Park Subscription | 343.00 |
| 01-4210-4200 PROFESSIONAL SERVICES | | | |
| KETCHUM COMPUTERS, INC. | 16590 | Computer Support - BCSO | 1,107.00 |
| PREMIER CLEANERS, INC. | 210055 | CSO Jacket Cleaning | 22.50 |
| 01-4210-4250 PROF.SERVICES-BCSO CONTRACT | | | |
| BLAINE COUNTY CLERK/RECOR | 201023 | BCSO Law Enforcement Services | 125,296.67 |
| 01-4210-6000 REPAIR & MAINT--AUTOMOTIVE EQU | | | |
| RIVER RUN AUTO PARTS | 6538-148760 | CSO Truck Battery | 199.95 |
| Total POLICE: | | | 127,140.57 |
| FIRE & RESCUE | | | |
| 01-4230-2505 HEALTH REIMBURSEMENT ACCT(HRA) | | | |
| NBS-NATIONAL BENEFIT SERVI | CP237538 | HRA | 1,264.68 |
| 01-4230-2515 VISION REIMBURSEMENT ACCT(HRA) | | | |
| NBS-NATIONAL BENEFIT SERVI | 723193 | FSA/HRA November 2019 | 84.35 |
| NBS-NATIONAL BENEFIT SERVI | CP237538 | HRA Vision | 711.00 |

| Vendor Name | Invoice Number | Description | Net Invoice Amount |
|--|----------------|--|--------------------|
| STARLEY-LEAVITT INS. AGENCY | 618373 | 618373 112519 | 117.00 |
| 01-4230-3200 OPERATING SUPPLIES FIRE | | | |
| A.C. HOUSTON LUMBER CO. | 1912-584043 | Ice Melt | 21.99 |
| A.C. HOUSTON LUMBER CO. | 1912-584753 | ice melt | 21.99 |
| ATKINSONS' MARKET | 05232325 | Coffee | 13.77 |
| ATKINSONS' MARKET | 06380013 | Coffee | 13.77 |
| DAVIS EMBROIDERY INC. | 34657 | Fire Trucker Hats | 239.76 |
| DAVIS EMBROIDERY INC. | 34702 | Name Badges | 45.00 |
| US BANK | 4977 112519 | 4977 - Coffee Maker and Bistro Grinder | 74.34 |
| US BANK | 4977 112519 | 4977 - Lunch for Fire | 59.46 |
| US BANK | 6243 112519 | 6243 - Phone Case for Fire Chief | 19.88 |
| CURTIS TOOLS FOR HEROES | INV338920 | Front Passports | 256.68 |
| 01-4230-3210 OPERATING SUPPLIES EMS | | | |
| A.C. HOUSTON LUMBER CO. | 1912-584043 | Ice Melt | 21.99 |
| A.C. HOUSTON LUMBER CO. | 1912-584753 | Ice Melt | 21.99 |
| ATKINSONS' MARKET | 05232325 | Coffee | 13.77 |
| ATKINSONS' MARKET | 06380013 | Coffee | 13.77 |
| BOUNDTREE MEDICAL | 83423070 | Medical Supplies | 257.98 |
| BOUNDTREE MEDICAL | 83431593 | CPR Electrodes | 987.70 |
| CHATEAU DRUG CENTER | 2151503 | Supplies | 9.47 |
| MCKESSON | 71209237 | Ambulance Supplies | 186.58 |
| NORCO | 27868833 | 54794 111419 | 59.76 |
| NORCO | 27988293 | 52355 113019 | 32.46 |
| NORCO | 27989322 | 54794 113019 | 214.20 |
| PRAXAIR DISTRIBUTION INC. | 93243058 | Cylinder Rental | 51.75 |
| US BANK | 4977 112519 | 4977 - Coffee Maker and Bistro Grinder | 74.33 |
| HENRY SCHEIN | 71338642 | Medical Supplies | 202.50 |
| HENRY SCHEIN | 71369416 | Medical Supplies | 1,233.09 |
| HENRY SCHEIN | 71391011 | Medical Supplies | 295.56 |
| HENRY SCHEIN | 71427206 | Medical Supplies | 147.50 |
| HENRY SCHEIN | 71627532 | Catheter | 1.95 |
| LICHTENBERG, LAUREN | 120519 | Reimburse for Meal on Transport | 18.97 |
| 01-4230-3500 MOTOR FUELS & LUBRICANTS FIRE | | | |
| UNITED OIL | 926843 | 37267 113019 | 260.17 |
| 01-4230-3510 MOTOR FUELS & LUBRICANTS EMS | | | |
| UNITED OIL | 926843 | 37267 113019 | 123.73 |
| 01-4230-4800 DUES, SUBSCRIPTIONS & MEMBERSH | | | |
| AIR ST. LUKE'S | KFD-1 | 1 year membership 28 Fire Employees | 1,260.00 |
| 01-4230-4920 TRAINING-FACILITY | | | |
| CLEAR CREEK DISPOSAL | 0001278919 | 1848 112519 | 57.46 |
| 01-4230-5100 TELEPHONE & COMMUNICATION FIRE | | | |
| MTE COMMUNICATIONS | 056983 120119 | Digital Subscriber Line | 15.13 |
| UPS STORE #2444 | 6647 | 6647 | 6.08 |
| VERIZON WIRELESS | 842054354 112 | 842054354 112319 | 20.00 |
| COX WIRELESS | 027222301 112 | 027222301 112019 | 59.72 |
| 01-4230-5110 TELEPHONE & COMMUNICATION EMS | | | |
| MTE COMMUNICATIONS | 056983 120119 | Digital Subscriber Line | 15.12 |
| UPS STORE #2444 | 6647 | 6647 | 6.08 |
| VERIZON WIRELESS | 842054354 112 | 842054354 112319 | 20.01 |
| COX WIRELESS | 027222301 112 | 027222301 112019 | 59.71 |

| Vendor Name | Invoice Number | Description | Net Invoice Amount |
|--|----------------|---|--------------------|
| 01-4230-6000 REPAIR & MAINT-AUTO EQUIP FIRE | | | |
| ALSCO - AMERICAN LINEN DIVI | LBO11757130 | 5109 112519 | 29.75 |
| ALSCO - AMERICAN LINEN DIVI | LBO11761027 | 5109 120919 | 29.75 |
| PIPECO, INC. | S3587774.001 | Nipple | 1.30 |
| 01-4230-6010 REPAIR & MAINT-AUTO EQUIP EMS | | | |
| LES SCHWAB | 11700598429 | Amb 23 Winter Tire Change Over | 105.00 |
| 01-4230-6100 REPAIR & MAINT--MACHINERY & EQ | | | |
| CURTIS TOOLS FOR HEROES | INV337575 | Handlelok | 90.07 |
| CURTIS TOOLS FOR HEROES | INV338213 | Gauge | 167.01 |
| 01-4230-6900 OTHER PURCHASED SERVICES FIRE | | | |
| Emergency Reporting | 2019-9676 | Fire & EMS Combo package | 462.32 |
| EXPRESS PUBLISHING, INC. | 10002257 1130 | 10002257 113019 | 551.30 |
| BLUE PINE CREATIVE | 93576-000773 | Graphic Design Work For Fire Poster | 187.50 |
| 01-4230-6910 OTHER PURCHASED SERVICES EMS | | | |
| Emergency Reporting | 2019-9676 | Fire & EMS Combo package | 462.31 |
| EXPRESS PUBLISHING, INC. | 10002257 1130 | 10002257 113019 | 551.30 |
| BLUE PINE CREATIVE | 93576-000773 | Graphic Design Work For Fire Poster | 187.50 |
| Total FIRE & RESCUE: | | | 11,517.31 |
| STREET | | | |
| 01-4310-2505 HEALTH REIMBURSEMENT ACCT(HRA) | | | |
| NBS-NATIONAL BENEFIT SERVI | CP237538 | HRA | 154.65 |
| 01-4310-2515 VISION REIMBURSEMENT ACCT(HRA) | | | |
| NBS-NATIONAL BENEFIT SERVI | 723193 | FSA/HRA November 2019 | 45.90 |
| NBS-NATIONAL BENEFIT SERVI | CP237538 | HRA Vision | 325.00 |
| STARLEY-LEAVITT INS. AGENCY | 618373 | 618373 112519 | 81.00 |
| 01-4310-3200 OPERATING SUPPLIES | | | |
| D & B SUPPLY INC. | 22663498 | Uniforms | 150.00 |
| D & B SUPPLY INC. | 22669785 | Uniforms | 150.00 |
| D & B SUPPLY INC. | 6780 | Uniforms | 31.99 |
| D & B SUPPLY INC. | 85786 | Uniforms | 150.00 |
| US BANK | 2022 112519 | 2022 - Water Filter | 13.99 |
| 01-4310-3400 MINOR EQUIPMENT | | | |
| A.C. HOUSTON LUMBER CO. | 1912-584114 | Bar Digger | 87.58 |
| 01-4310-3500 MOTOR FUELS & LUBRICANTS | | | |
| WEX BANK | 62575236 | Fuel Purchases | 931.24 |
| UNITED OIL | 926845 | 37269 113019 | 3,810.36 |
| 01-4310-4200 PROFESSIONAL SERVICES | | | |
| S. ERWIN EXCAVATION INC | 19-809 | Snow Hauling | 2,400.00 |
| LUNCEFORD EXCAVATION, INC. | 10509 | Snow Hauling | 1,560.00 |
| LUNCEFORD EXCAVATION, INC. | 10512 | Snow Hauling | 640.00 |
| 01-4310-4900 PERSONNEL TRAINING/TRAVEL/MTG | | | |
| RAMM, JUSTIN | 120619 | Reimburse for Travel | 99.65 |
| LOCAL HIGHWAY TECHNICAL A | T2-112619-9 | T2 Center Classes | 120.00 |
| HOEHN, RAMSY | 120419 | Reimbursement for Training, Travel, and Meals | 98.59 |

| Vendor Name | Invoice Number | Description | Net Invoice Amount |
|--|----------------|-----------------------|--------------------|
| 01-4310-5200 UTILITIES | | | |
| CITY OF KETCHUM | 120219 | 9993 - November | 87.44 |
| CITY OF KETCHUM | 120219 | 9999 - November | 71.87 |
| INTERMOUNTAIN GAS | 3264933000 11 | 3264933000 112219 | 478.94 |
| INTERMOUNTAIN GAS | 3264933000 11 | 3264933000 112219 | 136.76 |
| INTERMOUNTAIN GAS | 49439330009 1 | 49439330009 112219 | 109.21 |
| 01-4310-6000 REPAIR & MAINT--AUTOMOTIVE EQU | | | |
| NAPA AUTO PARTS | 996596 | Parts | 19.98 |
| 01-4310-6100 REPAIR & MAINT--MACHINERY & EQ | | | |
| A.C. HOUSTON LUMBER CO. | 1912-582228 | Scraper | 5.89 |
| A.C. HOUSTON LUMBER CO. | 1912-583636 | Four Shovels | 47.73 |
| BARRY EQUIPMENT RENTAL IN | 390681 | Tool Cat Parts | 81.66 |
| CLEARWATER POWER EQUIPME | 12051953 | Snow Deflector | 312.38 |
| FASTENAL COMPANY | IDJER87164 | Bolts and Nuts | 64.75 |
| FASTENAL COMPANY | IDJER87165 | Bolts | 160.88 |
| FASTENAL COMPANY | IDJER87271 | Blower Parts | 8.94 |
| K & T STEEL CORP. | 0018630-IN | Shop Stock | 1,122.00 |
| KENWORTH SALES COMPANY | JERIN3614085 | compressor | 363.17 |
| NAPA AUTO PARTS | 483604 | Battery | 112.79 |
| NAPA AUTO PARTS | 923296 | Credit | 46.63- |
| NAPA AUTO PARTS | 930462 | Oil Filter | 4.98 |
| NAPA AUTO PARTS | 978604 | Reman Valve | 24.28 |
| NAPA AUTO PARTS | 996413 | Dozer Fluid | 59.94 |
| NAPA AUTO PARTS | 996414 | Flat Bed Lock Out Hub | 279.99 |
| NAPA AUTO PARTS | 996766 | Clutch Kit | 560.99 |
| NAPA AUTO PARTS | 996767 | Blades | 19.98 |
| NAPA AUTO PARTS | 996771 | Blower Filter | 29.58 |
| NAPA AUTO PARTS | 996797 | Blister Pack | 26.96 |
| NAPA AUTO PARTS | 996972 | Air Filters | 138.56 |
| NAPA AUTO PARTS | 997127 | Fuel Filters | 15.58 |
| NAPA AUTO PARTS | 997131 | Flatbed Parts | 144.79 |
| NAPA AUTO PARTS | 997286 | Flatbed Lamp | 134.99 |
| NAPA AUTO PARTS | 997295 | Loader Fitting | 32.25 |
| NAPA AUTO PARTS | 997296 | Lamp | 20.72 |
| SNAKE RIVER HYDRAULICS | 347806 | Oil Level Gauge | 79.28 |
| WESTERN STATES CAT | IN001149320 | Plow Hooks | 3,806.18 |
| WESTERN STATES CAT | IN001160469 | New Transmission | 4,777.72 |
| WESTERN STATES CAT | IN001162147 | Lamp | 135.64 |
| JACKSON GROUP PETERBILT | 212904 | Truck Part | 93.02 |
| 01-4310-6910 OTHER PURCHASED SERVICES | | | |
| ALSCO - AMERICAN LINEN DIVI | LBO11760623 | 5831 120619 | 48.11 |
| NORCO | 27988372 | 53271 113019 | 212.40 |
| TREASURE VALLEY COFFEE INC | 2160 06418341 | COFFEE | 168.43 |
| TREASURE VALLEY COFFEE INC | 2160 06448675 | COFFEE | 140.98 |
| 01-4310-6920 SIGNS & SIGNALIZATION | | | |
| K & T STEEL CORP. | 0018630-IN | Signs | 2,119.00 |
| 01-4310-6930 STREET LIGHTING | | | |
| IDAHO POWER | 2201013857 11 | 2201013857 112019 | 13.14 |
| IDAHO POWER | 2203855230 11 | 2203855230 112019 | 49.55 |
| IDAHO POWER | 2204535385 11 | 2204535385 112019 | 38.87 |
| IDAHO POWER | 2204773224 11 | 2204773224 112019 | 6.19 |

| Vendor Name | Invoice Number | Description | Net Invoice Amount |
|--|----------------|------------------------------------|--------------------|
| 01-4310-6950 MAINTENANCE & IMPROVEMENTS | | | |
| A.C. HOUSTON LUMBER CO. | 1911-581424 | 6 Shovels | 214.14 |
| WALKER SAND AND GRAVEL | 695254 | Imported Dirty Fill | 100.04 |
| SALTWORX INC | 12519 | High Performace Road Salt | 833.00 |
| STAR PRODUCTS INC | 50840 | Snow Stakes | 343.61 |
| Total STREET: | | | 28,660.60 |
| RECREATION | | | |
| 01-4510-2515 VISION REIMBURSEMENT ACCT(HRA) | | | |
| STARLEY-LEAVITT INS. AGENCY | 618373 | 618373 112519 | 36.00 |
| 01-4510-3200 OPERATING SUPPLIES | | | |
| GEM STATE PAPER & SUPPLY | 1014429 | Paper Goods | 34.93 |
| 01-4510-3250 RECREATION SUPPLIES | | | |
| US BANK | 7926 112519 | 7926 - Ice Cleats | 13.98 |
| US BANK | 7926 112519 | 7926 - Tufferry Covers | 68.94 |
| US BANK | 7926 112519 | 7926 - Tufferry Covers | 44.97 |
| 01-4510-3300 RESALE ITEMS-CONCESSION SUPPLY | | | |
| ATKINSONS' MARKET | 05244180 2 | Concessions | 2.00 |
| US BANK | 7926 112519 | 7926 - Can Opener and Ice Compress | 30.90 |
| US BANK | 7926 112519 | 7926 - Ice Cleats | 19.18 |
| US BANK | 7926 112519 | 7926 -Concessions Supplies | 202.11 |
| US BANK | 7926 112519 | 7926 - Concessions | 51.77 |
| 01-4510-3500 MOTOR FUELS & LUBRICANTS | | | |
| UNITED OIL | 926844 | 37268 113019 | 89.91 |
| 01-4510-4200 PROFESSIONAL SERVICE | | | |
| CLEAR CREEK LAND CO. LLC | 0000023753 | 180 120119 | 90.00 |
| 01-4510-5200 UTILITIES | | | |
| IDAHO POWER | 2206452274 11 | 2206452274 112019 | 37.73 |
| INTERMOUNTAIN GAS | 31904030009 1 | 31904030009 112219 | 88.59 |
| 01-4510-6000 REPAIR & MAINT--AUTOMOTIVE EQU | | | |
| US BANK | 7926 112519 | 7926 - John Deere Rod | 42.39 |
| 01-4510-7500 AUTOMOTIVE EQUIPMENT | | | |
| PLATT ELECTRIC SUPPLY | X722302 | Rec Supplies | 11.88 |
| Total RECREATION: | | | 865.28 |
| Total GENERAL FUND: | | | 286,139.55 |
| GENERAL CAPITAL IMPROVEMENT FD | | | |
| GENERAL CIP EXPENDITURES | | | |
| 03-4193-7190 SIDEWALK/LIGHTING | | | |
| S & C ASSOCIATES LLC | 1467 - 1493 | 1485 | 990.00 |
| S & C ASSOCIATES LLC | 1467 - 1493 | 1471 | 440.00 |
| 03-4193-7200 TECHNOLOGY UPGRADES | | | |
| MUNICODE | 00337597 | Website Enhancement | 4,250.00 |

| Vendor Name | Invoice Number | Description | Net Invoice Amount |
|--|----------------|--------------------------------------|--------------------|
| 03-4193-7400 COMPUTER/COPIER LEASING | | | |
| GREAT AMERICA FINANCIAL SE | 25975650 | Copier Billing | 1,822.42 |
| Total GENERAL CIP EXPENDITURES: | | | 7,502.42 |
| Total GENERAL CAPITAL IMPROVEMENT FD: | | | 7,502.42 |
| ORIGINAL LOT FUND | | | |
| ORIGINAL LOT TAX | | | |
| 22-4910-6040 SUN VALLEY MARKETING ALLIANCE | | | |
| VISIT SUN VALLEY | 52 | Monthly Payment per contract | 33,333.33 |
| 22-4910-6060 EVENTS/PROMOTIONS | | | |
| CHATEAU DRUG CENTER | 2151962 | Supplies | 10.90 |
| LUTZ RENTALS | 96788-1 | Skate Park Comp | 236.43 |
| US BANK | 2022 112519 | 2022 - Santa Mailbox | 448.48 |
| KLUGE, TRACEY JENSEN | 121019 | Face Painting | 150.00 |
| KETCHUM, TYLOR | 120919 | Winter Solstice Concert | 1,200.00 |
| COLLEGE OF IDAHO | 120919 | Winter Solstice Starlab Presentation | 1,506.00 |
| 22-4910-6080 MOUNTAIN RIDES | | | |
| MOUNTAIN RIDES | 11167 | Monthly Installment 3/12 | 52,058.34 |
| 22-4910-9930 ORIG. LOT FUND CONTINGENCY | | | |
| NURGE, DON | 121119 | Refund | 250.00 |
| Total ORIGINAL LOT TAX: | | | 89,193.48 |
| Total ORIGINAL LOT FUND: | | | 89,193.48 |
| ADDITIONAL1%-LOT FUND | | | |
| ADDITIONAL 1%-LOT | | | |
| 25-4910-4220 SUN VALLEY AIR SERVICE BOARD | | | |
| SUN VALLEY AIR SERVICE BOA | 120219 | October 2019 Additional 1% | 157,256.28 |
| SUN VALLEY AIR SERVICE BOA | 120219 | Direct Cost's | 5,522.68- |
| Total ADDITIONAL 1%-LOT: | | | 151,733.60 |
| Total ADDITIONAL1%-LOT FUND: | | | 151,733.60 |
| WATER FUND | | | |
| 63-3700-3600 REFUNDS & REIMBURSEMENTS | | | |
| BIGWOOD RECREATION CTR | 111919 | Refund Overpayment | 891.64 |
| Total : | | | 891.64 |
| WATER EXPENDITURES | | | |
| 63-4340-2515 VISION REIMBURSEMENT ACCT(HRA) | | | |
| NBS-NATIONAL BENEFIT SERVI | 723193 | FSA/HRA November 2019 | 16.50 |
| NBS-NATIONAL BENEFIT SERVI | CP237538 | HRA Vision | 146.00 |
| STARLEY-LEAVITT INS. AGENCY | 618373 | 618373 112519 | 27.00 |

| Vendor Name | Invoice Number | Description | Net Invoice Amount |
|---|----------------|-----------------------------|--------------------|
| 63-4340-3100 OFFICE SUPPLIES & POSTAGE | | | |
| GO-FER-IT | 90462 | 292-112719 | 34.00 |
| 63-4340-3200 OPERATING SUPPLIES | | | |
| A.C. HOUSTON LUMBER CO. | 1912-583063 | T-Post | 35.34 |
| ALSCO - AMERICAN LINEN DIVI | LBO11760612 | 5192 120619 | 24.49 |
| ALSCO - AMERICAN LINEN DIVI | LBO11760614 | 5493 120619 | 59.79 |
| CHATEAU DRUG CENTER | 2152274 | Battery | 9.49 |
| D & B SUPPLY INC. | 14896 | Uniforms | 144.97 |
| PIPECO, INC. | S3583603.001 | PVC Cap | 5.86 |
| PIPECO, INC. | S3586593.001 | Ice Melt | 165.48 |
| PIPECO, INC. | S3588787.001 | Gloves | 10.81 |
| 63-4340-3250 LABORATORY/ANALYSIS | | | |
| MAGIC VALLEY LABS, INC. | 14398 | Water Testing | 92.00 |
| 63-4340-3400 MINOR EQUIPMENT | | | |
| PIPECO, INC. | S3588787.001 | Shovel | 30.98 |
| 63-4340-3500 MOTOR FUELS & LUBRICANTS | | | |
| UNITED OIL | 926847 | 37271 113019 | 411.50 |
| 63-4340-4200 PROFESSIONAL SERVICES | | | |
| DIG LINE | 0061739-IN | 0000167 113019 | 84.84 |
| GALENA ENGINEERING, INC. | 20337 120119 | 20337 120119 | 482.50 |
| SUN VALLEY WATER & SEWER D | 120619 | Electrician Dan Springer | 818.90 |
| S & C ASSOCIATES LLC | 1467 - 1493 | 1483 1 | 27.50 |
| 63-4340-4300 STATE & WA DISTRICT FEES | | | |
| GALENA GROUND WATER DIST | 1768 | 2020 Assessment | 262.50 |
| GALENA GROUND WATER DIST | 1774 | 2020 Assessment | 112.50 |
| GALENA GROUND WATER DIST | 1804 | 2020 Assessment | 67.50 |
| 63-4340-4900 PERSONNEL TRAINING/TRAVEL/MTG | | | |
| CHATTERTON, KELLEN | 112619 | Test and Meal Reimbursement | 35.68 |
| TOGNONI, GIO | 120419 | Training Expenses | 25.00 |
| TOGNONI, GIO | 120619 | Training Expenses | 62.00 |
| 63-4340-5200 UTILITIES | | | |
| IDAHO POWER | 2202458903 11 | 2202458903 111919 | 85.74 |
| IDAHO POWER | 2203658592 11 | 2203658592 112519 | 4,661.43 |
| IDAHO POWER | 2206786259 11 | 2206786259 111919 | 23.50 |
| INTERMOUNTAIN GAS | 3264933000 11 | 3264933000 112219 | 112.92 |
| INTERMOUNTAIN GAS | 3264933000 11 | 3264933000 112219 | 31.60 |
| 63-4340-7100 WATER EASEMENTS, LAND, ETC | | | |
| BUREAU OF LAND MANAGEME | 2020016506 | 2020016506 | 250.00 |
| BUREAU OF LAND MANAGEME | 2020016507 | 2020016507 | 5,500.00 |
| Total WATER EXPENDITURES: | | | 13,858.32 |
| Total WATER FUND: | | | 14,749.96 |

WATER CAPITAL IMPROVEMENT FUND
WATER CIP EXPENDITURES

| Vendor Name | Invoice Number | Description | Net Invoice Amount |
|--|----------------|------------------------------------|--------------------|
| 64-4340-7800 CONSTRUCTION | | | |
| LUNCEFORD EXCAVATION, INC. | 10513 | Andora Lane Services | 2,226.54 |
| PIPECO, INC. | S3581196.001 | Supplies | 131.03 |
| S & C ASSOCIATES LLC | 1467 - 1493 | 1487 | 165.00 |
| CANYON EXCAVATION. LLC | 1776 | 380 2nd St. E. Meter Vault Install | 3,474.50 |
| 64-4340-7802 KETCHUM SPRING WA CONVERSION | | | |
| S & C ASSOCIATES LLC | 1467 - 1493 | 1474 | 1,430.00 |
| CANYON EXCAVATION. LLC | 20316 111819 | Retention 20316 | 13,541.38 |
| Total WATER CIP EXPENDITURES: | | | 20,968.45 |
| Total WATER CAPITAL IMPROVEMENT FUND: | | | 20,968.45 |
| WASTEWATER FUND | | | |
| WASTEWATER EXPENDITURES | | | |
| 65-4350-2505 HEALTH REIMBURSEMENT ACCT(HRA) | | | |
| NBS-NATIONAL BENEFIT SERVI | CP237538 | HRA | 2,015.56 |
| 65-4350-2515 VISION REIMBURSEMENT ACCT(HRA) | | | |
| NBS-NATIONAL BENEFIT SERVI | 723193 | FSA/HRA November 2019 | 35.85 |
| NBS-NATIONAL BENEFIT SERVI | CP237538 | HRA Vision | 65.59 |
| STARLEY-LEAVITT INS. AGENCY | 618373 | 618373 112519 | 54.00 |
| 65-4350-3200 OPERATING SUPPLIES | | | |
| A.C. HOUSTON LUMBER CO. | 1911-580710 | Glue and Thinner | 23.38 |
| A.C. HOUSTON LUMBER CO. | 1911-581319 | Sealant | 26.78 |
| A.C. HOUSTON LUMBER CO. | 1912-584210 | Ice Melt | 21.99 |
| A.C. HOUSTON LUMBER CO. | 1912-584214 | Ice Melt | 21.99 |
| ALSCO - AMERICAN LINEN DIVI | LBO11760612 | 5192 120619 | 24.49 |
| ALSCO - AMERICAN LINEN DIVI | LBO11760613 | 5292 120619 | 115.01 |
| ATKINSONS' MARKET | 08016878 | Distilled Water | 6.06 |
| D & B SUPPLY INC. | 95884 | Pants | 89.97 |
| GEM STATE PAPER & SUPPLY | 1014516 | Paper Supplies | 80.37 |
| TREASURE VALLEY COFFEE INC | 2160 06405663 | Drinks | 71.25 |
| UPS STORE #2444 | 6655 | 6655 | 12.78 |
| UPS STORE #2444 | 6699 | 6699 | 12.78 |
| UPS STORE #2444 | 6744 | 6744 | 13.16 |
| UPS STORE #2444 | 6787 | 6787 | 30.83 |
| 65-4350-3400 MINOR EQUIPMENT | | | |
| US BANK | 9642 112519 | 9642 - Ice Saw | 150.01 |
| 65-4350-3500 MOTOR FUELS & LUBRICANTS | | | |
| UNITED OIL | 926846 | 37270 113019 | 82.66 |
| 65-4350-3800 CHEMICALS | | | |
| THATCHER COMPANY, Inc. | 1483519 | T-Floc B-135 | 1,873.49 |
| 65-4350-4200 PROFESSIONAL SERVICES | | | |
| ANALYTICAL LABORATORIES, I | 67337 | chemicals | 662.01 |
| ANALYTICAL LABORATORIES, I | 68089 | chemicals | 306.52 |
| GALENA ENGINEERING, INC. | 20337 120119 | 20337 120119 | 482.50 |
| MAGIC VALLEY LABS, INC. | 14398 | Water Testing | 40.00 |
| SUN VALLEY WATER & SEWER D | 120619 | Electrician Dan Springer | 1,067.05 |
| S & C ASSOCIATES LLC | 1467 - 1493 | 1483 2 | 27.50 |

| Vendor Name | Invoice Number | Description | Net Invoice Amount |
|---|----------------|----------------------------|--------------------|
| 65-4350-4900 PERSONNEL TRAINING/TRAVEL/MTG | | | |
| VERT, JEFF | 120319 | Travel Reimbursement | 183.73 |
| 65-4350-5200 UTILITIES | | | |
| IDAHO POWER | 2202703357 11 | 2202703357 111919 | 87.13 |
| IDAHO POWER | 2206786259 11 | 2206786259 111919 | 23.49 |
| INTERMOUNTAIN GAS | 3264933000 11 | 3264933000 112219 | 145.85 |
| INTERMOUNTAIN GAS | 3264933000 11 | 3264933000 112219 | 253.85 |
| INTERMOUNTAIN GAS | 3264933000 11 | 3264933000 112219 | 102.87 |
| INTERMOUNTAIN GAS | 3264933000 11 | 3264933000 112219 | 31.60 |
| INTERMOUNTAIN GAS | 58208688554 1 | 58208688554 112219 | 9.79 |
| 65-4350-6000 REPAIR & MAINT-AUTO EQUIP | | | |
| NORTHWEST EQUIP SALES MAC | 167072T | Parts for Truck | 107.40 |
| NORTHWEST EQUIP SALES MAC | 167129T | Truck Parts | 847.02 |
| RIVER RUN AUTO PARTS | 6538-148450 | Snow Supplies | 60.85 |
| US BANK | 9642 112519 | 9642 - Oil Drain Valves | 44.76 |
| 65-4350-6100 REPAIR & MAINT-MACH & EQUIP | | | |
| FERGUSON ENTERPRISES, LLC | 0731742 | Neoprene Gasket | 15.00 |
| McMASTER-CARR SUPPLY CO. | 23116102 | Cogged V-Belt | 55.63 |
| NAPA AUTO PARTS | 953668 | Credit | 32.40- |
| NAPA AUTO PARTS | 975800 | Clutch Kit | 14.29- |
| RIVER RUN AUTO PARTS | 6538-148627 | Parts | 49.20 |
| STANDARD PLUMBING SUPPLY | KJKK88 | Bushing | 11.09 |
| US BANK | 9642 112519 | 9642 - PVC Ball Valve | 47.99 |
| US BANK | 9642 112519 | 9642 - Mower Blade | 32.90 |
| US BANK | 9642 112519 | 9642 - Batteries | 33.98 |
| US BANK | 9642 112519 | 9642 - Steel Bars and Tabs | 511.48 |
| US BANK | 9642 112519 | 9642 - Various PVC Pipes | 815.60 |
| 65-4350-6900 COLLECTION SYSTEM SERVICES/CHA | | | |
| UPS STORE #2444 | 6662 | 6662 | 12.94 |
| Total WASTEWATER EXPENDITURES: | | | 10,851.04 |
| Total WASTEWATER FUND: | | | 10,851.04 |
| PARKS/REC DEV TRUST FUND | | | |
| PARKS/REC TRUST EXPENDITURES | | | |
| 93-4900-6800 KETCHUM ARTS COMMISSION | | | |
| US BANK | 6235 112519 | 6235 - Side Arts | 24.99 |
| Total PARKS/REC TRUST EXPENDITURES: | | | 24.99 |
| Total PARKS/REC DEV TRUST FUND: | | | 24.99 |
| DEVELOPMENT TRUST FUND | | | |
| DEVELOPMENT TRUST EXPENDITURES | | | |
| 94-4900-8000 PEG GATEWAY MARRIOT AUTOGRAPH | | | |
| S & C ASSOCIATES LLC | 1467 - 1493 | 1481 | 472.50 |
| Total DEVELOPMENT TRUST EXPENDITURES: | | | 472.50 |

| Vendor Name | Invoice Number | Description | Net Invoice Amount |
|-------------------------------|----------------|-------------|--------------------|
| Total DEVELOPMENT TRUST FUND: | | | 472.50 |
| Grand Totals: | | | 581,635.99 |

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

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

Invoice Detail.Voided = No,Yes



City of Ketchum

December 16, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Receive and File Treasurer's Monthly Financial Report

Recommendation and Summary

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

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

The reasons for the recommendation are as follows:

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

Introduction and History

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

Analysis

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

Financial Impact

There is no financial impact to this reporting.

Attachments

- Attachment A: Monthly Financial Report Charts



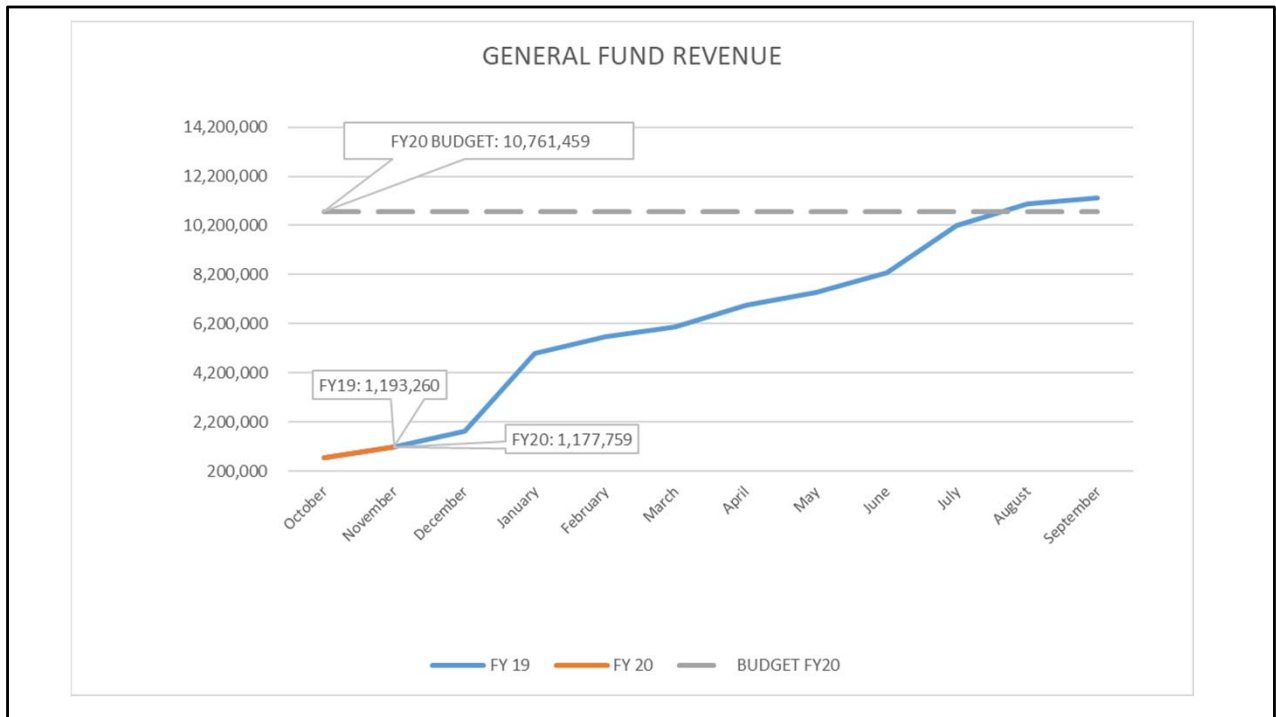
Monthly Financial Reports

As of November 30, 2019

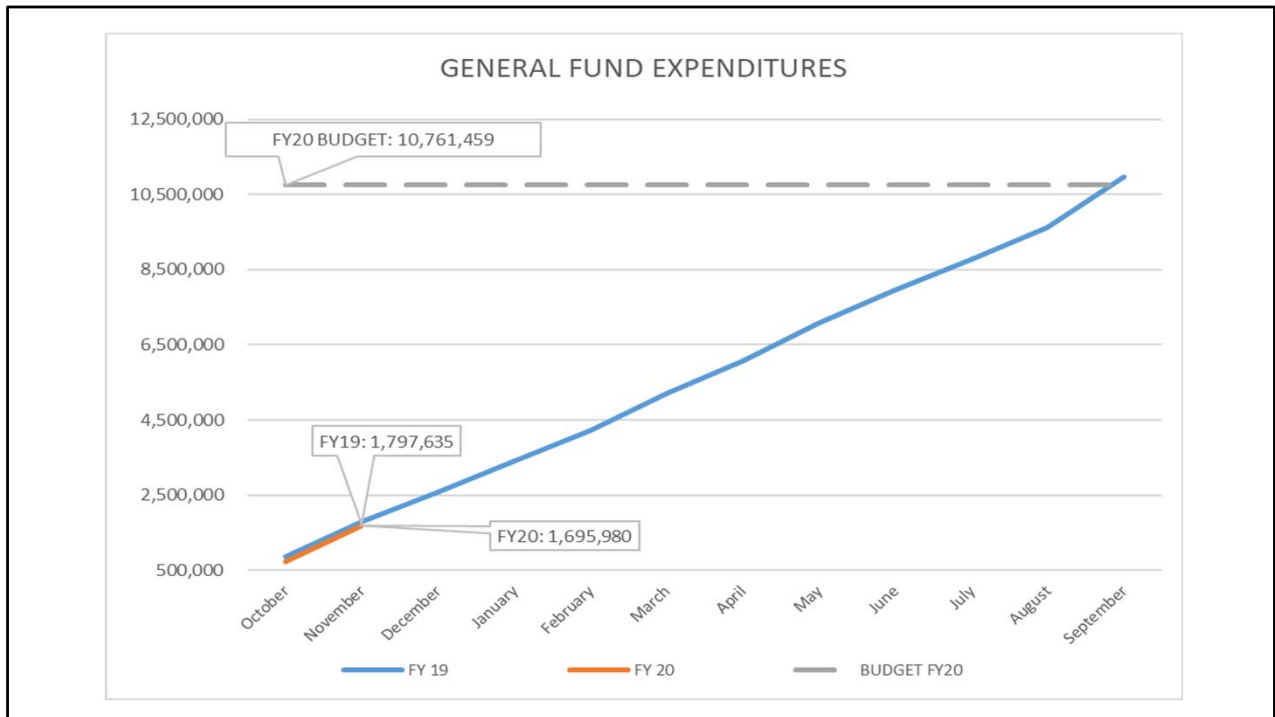
This packet is divided into three sections: (1) General Fund charts (pages 2-13); (2) Original LOT charts (pages 14-18); (3) Enterprise Fund charts (pages 19-23); and Off-Street Parking Lot charts (pages 24-28).

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

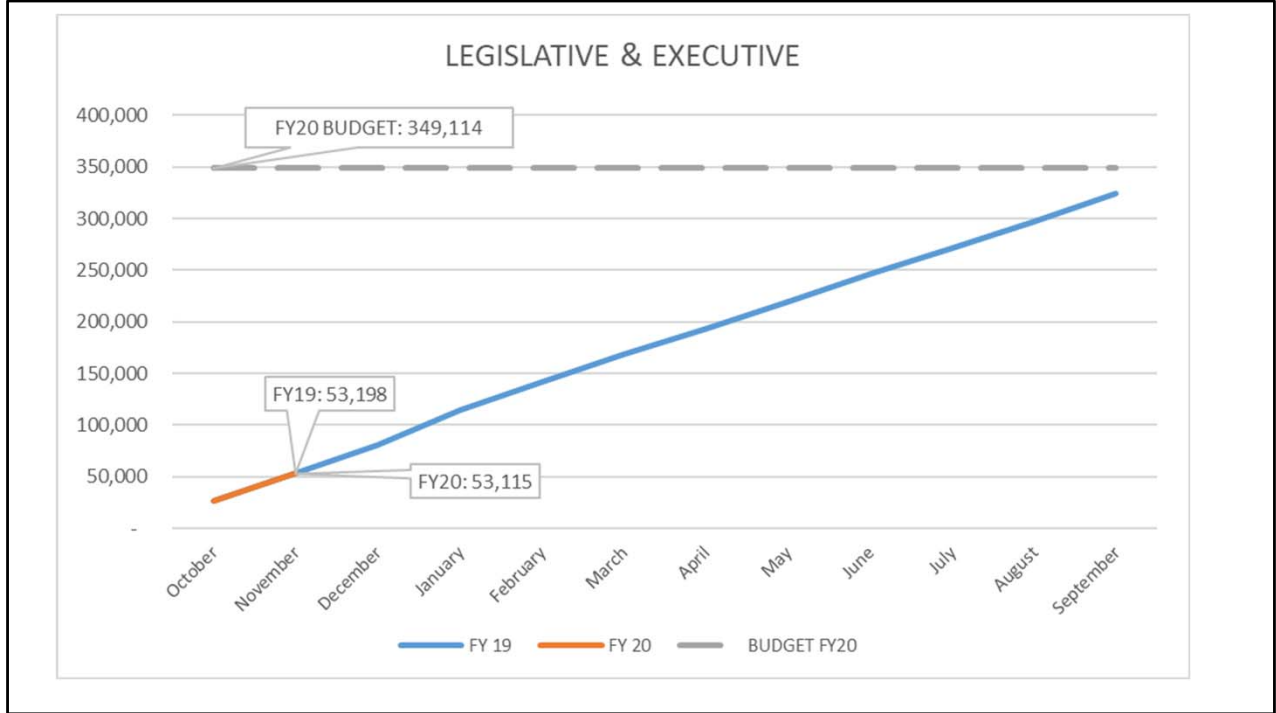
General Fund



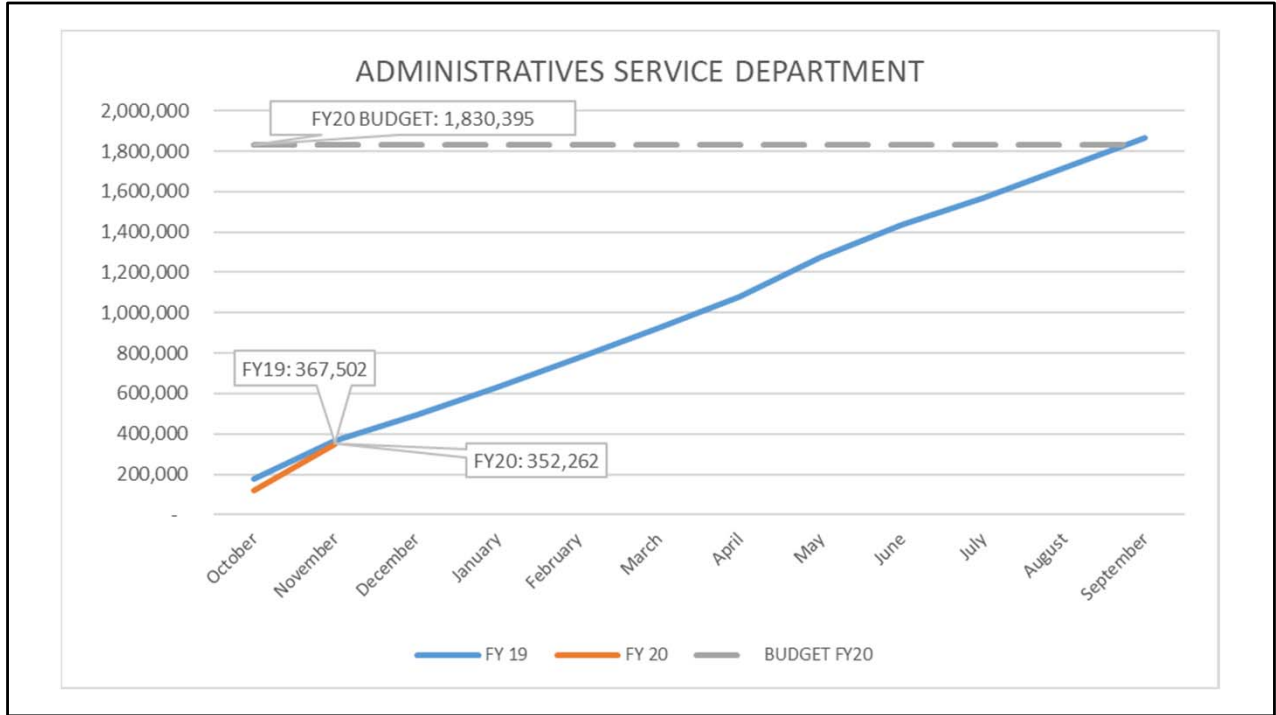
The General Fund revenues are down approximately \$15,501 (1.3%) in FYTD.



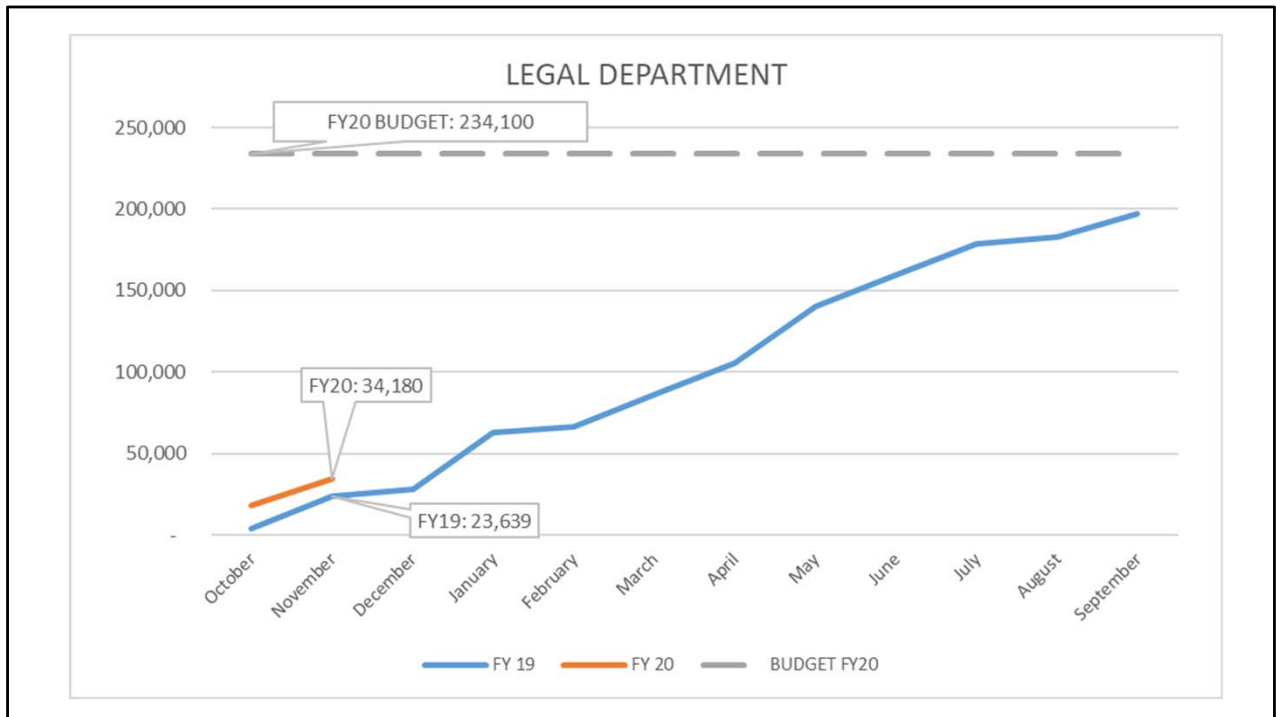
The General Fund expenditures are down \$101,655 (5.7%) FYTD. This decrease is due largely to vacant positions.



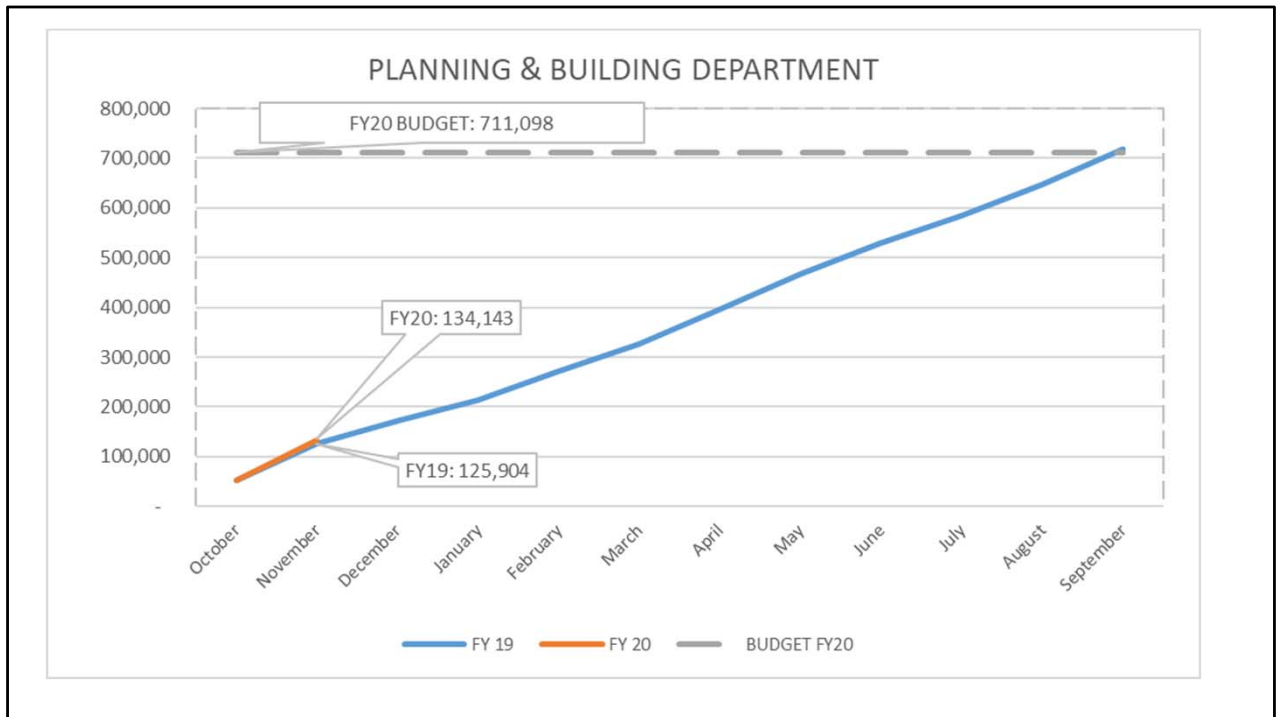
The Legislative & Executive Department expenditures are down \$83 (0.2%) FYTD.



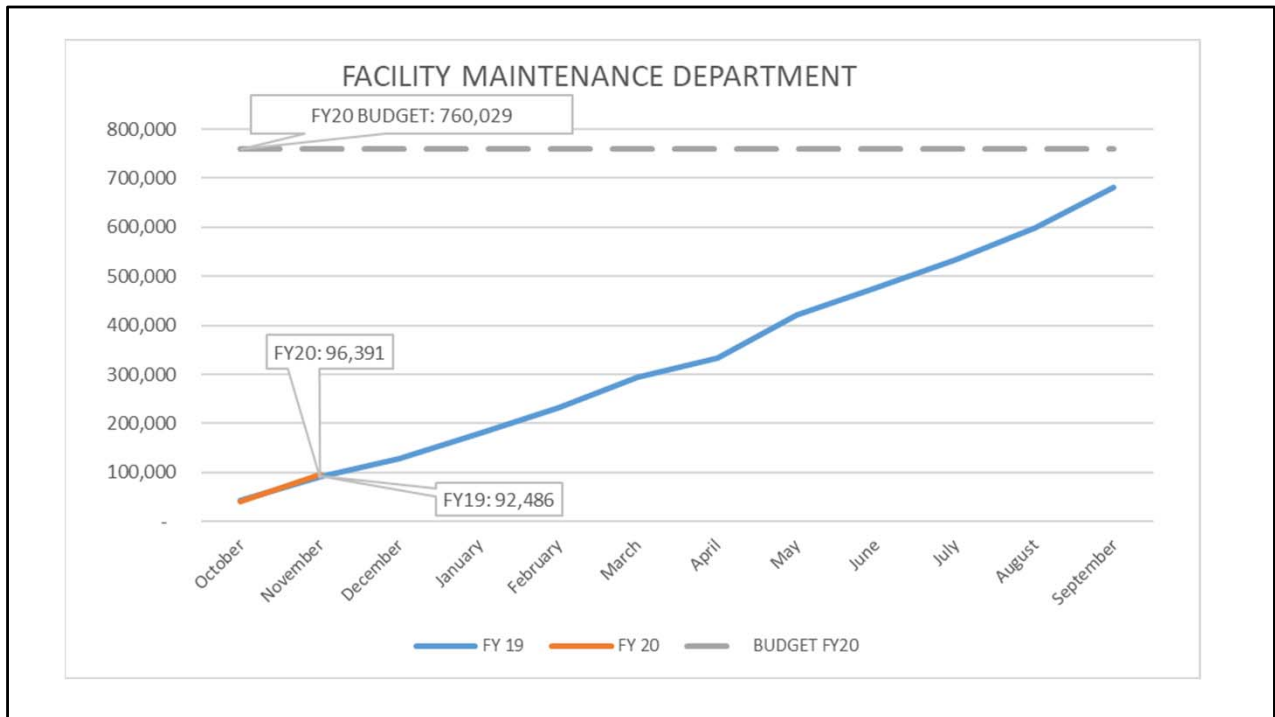
The Administrative Services Department expenditures are down \$15,240 (4.1%) FYTD.



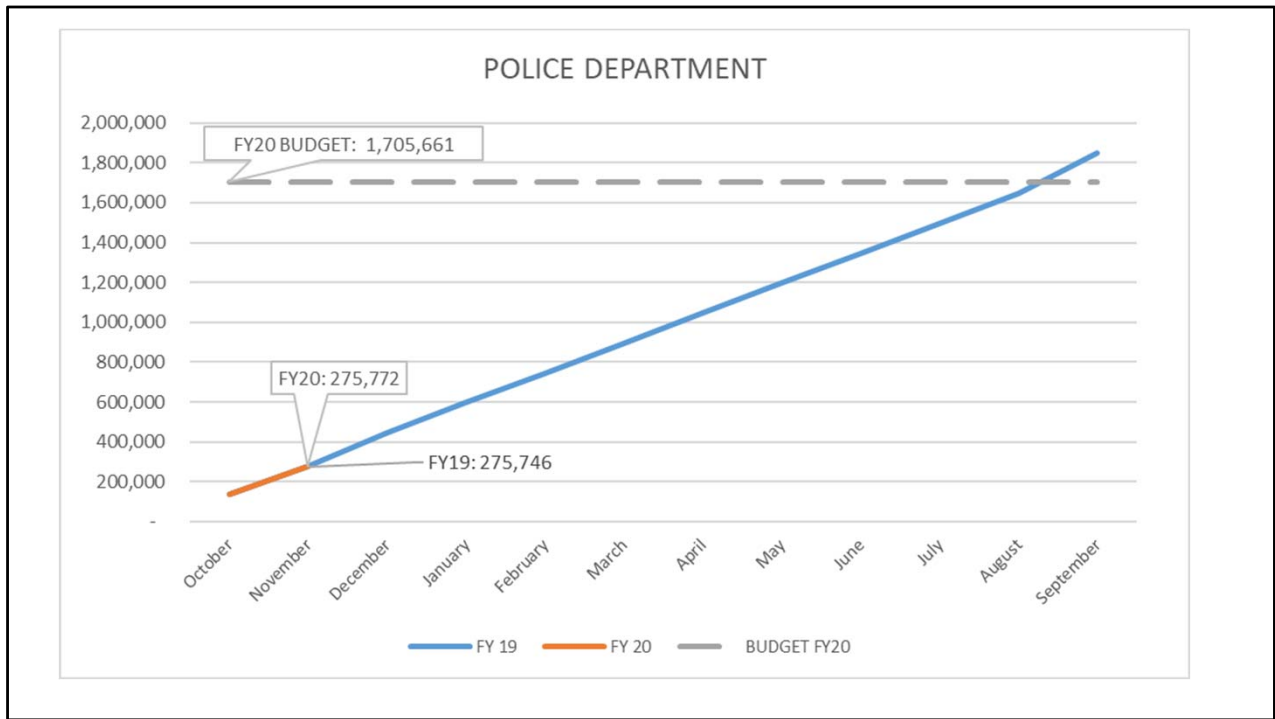
The Legal Department expenditures are up \$10,541 (44.6%) FYTD. This increase is largely due to the timing of the contract billing with White Peterson relative to the prior year.



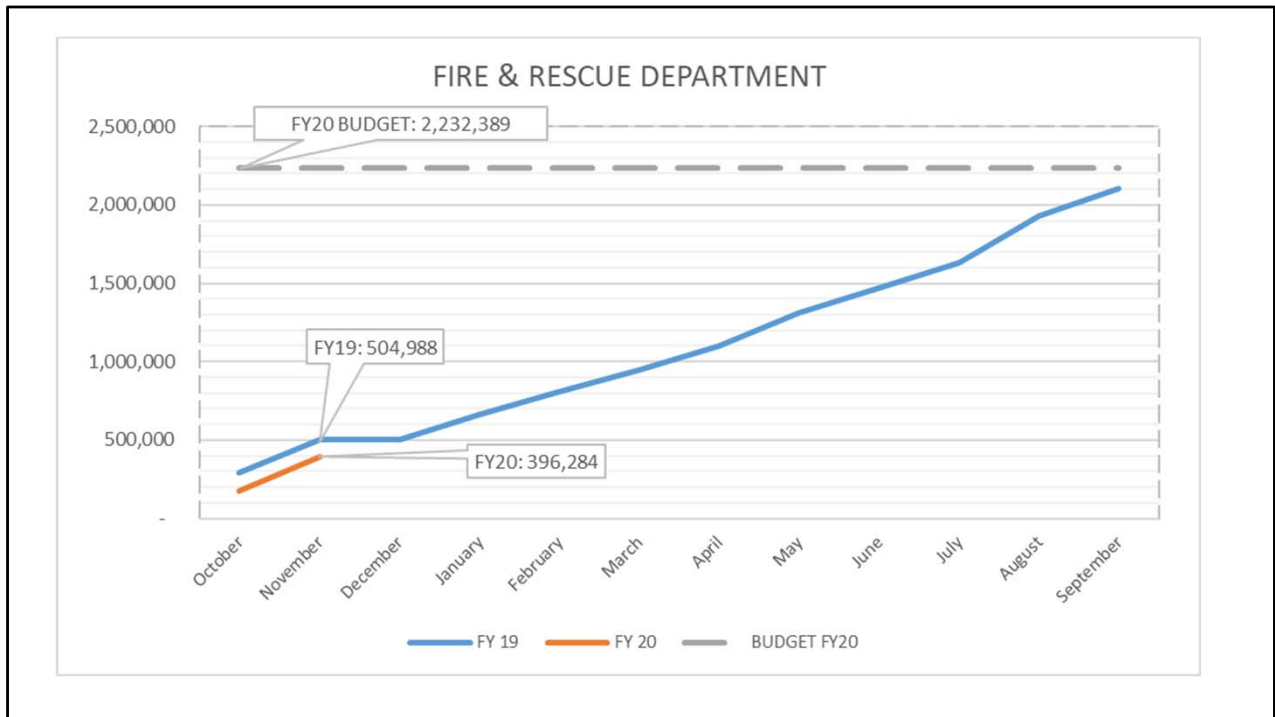
The Planning & Building Department expenditures are up \$8,239 (6.5%) FYTD. Largely due to timing of the DBS billing.



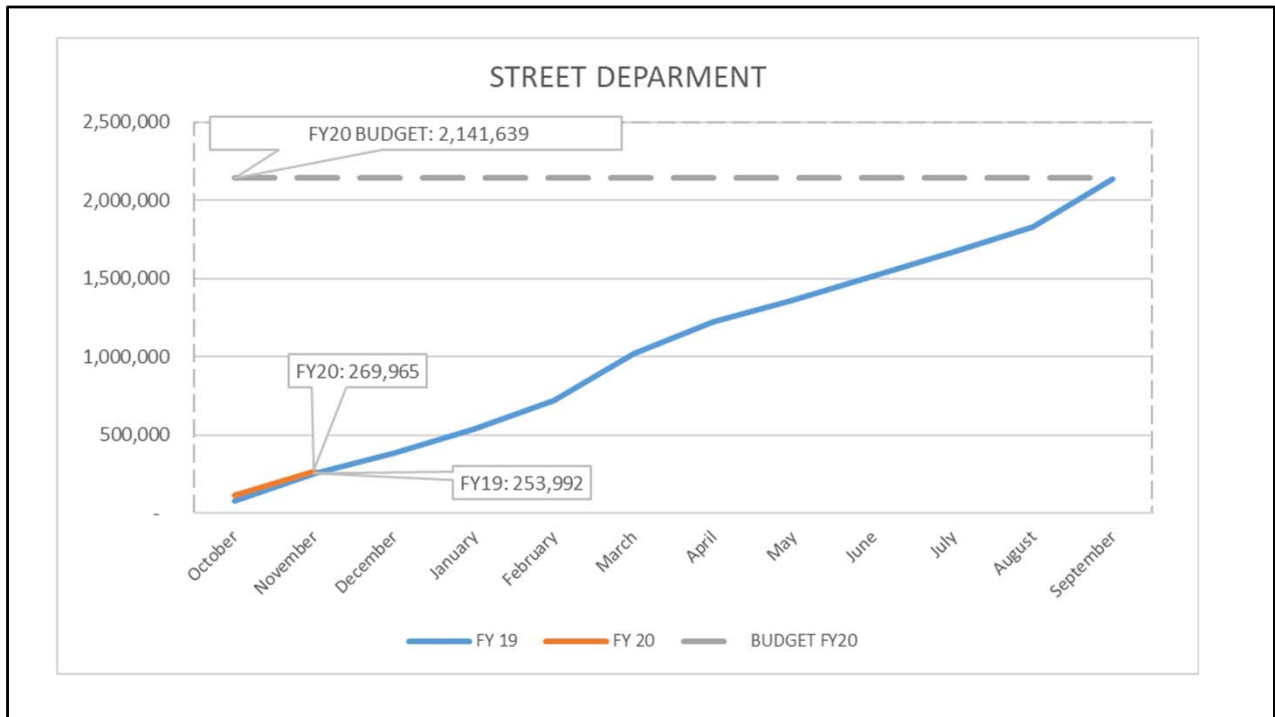
The Facilities Maintenance Department expenditures are up \$3,905 (4.2%) FYTD.



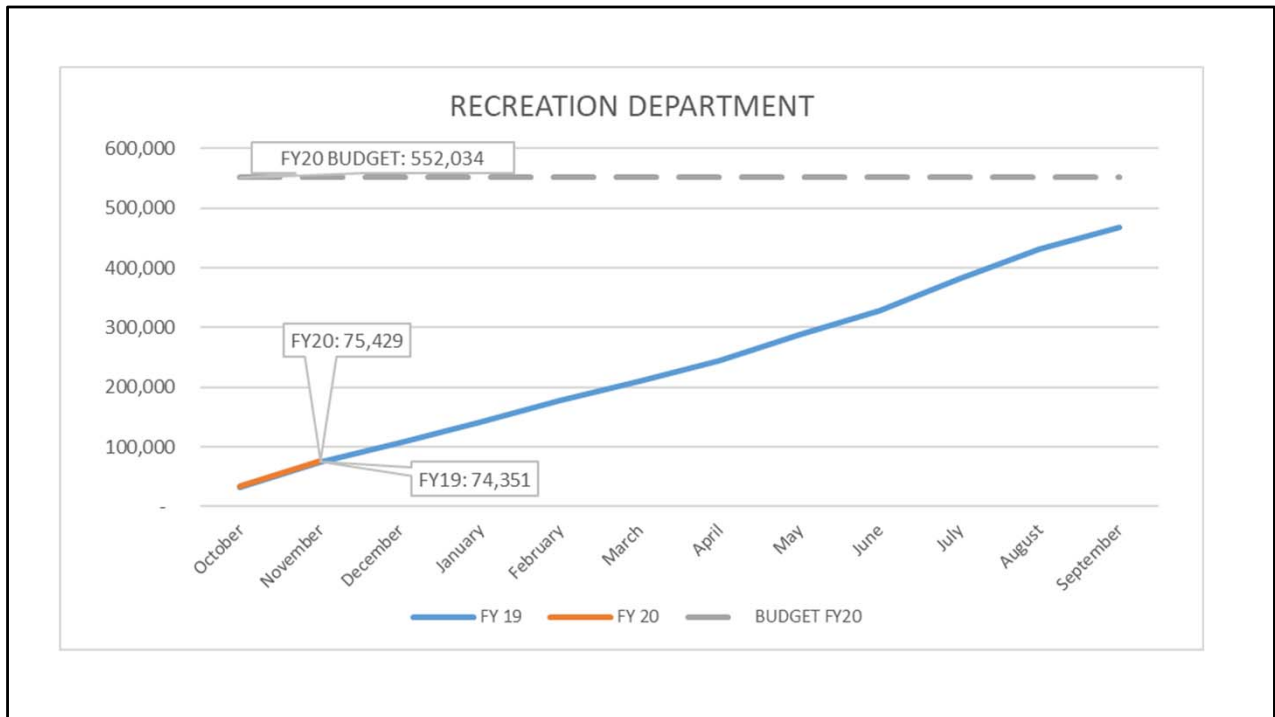
The Police Department expenditures are up \$26 (0.01%) FYTD.



The Fire & Rescue Department expenditures are down \$108,704 (21.53%) FYTD. This decrease is due largely to the open position and also the timing of certain contractual payments in FY 19.

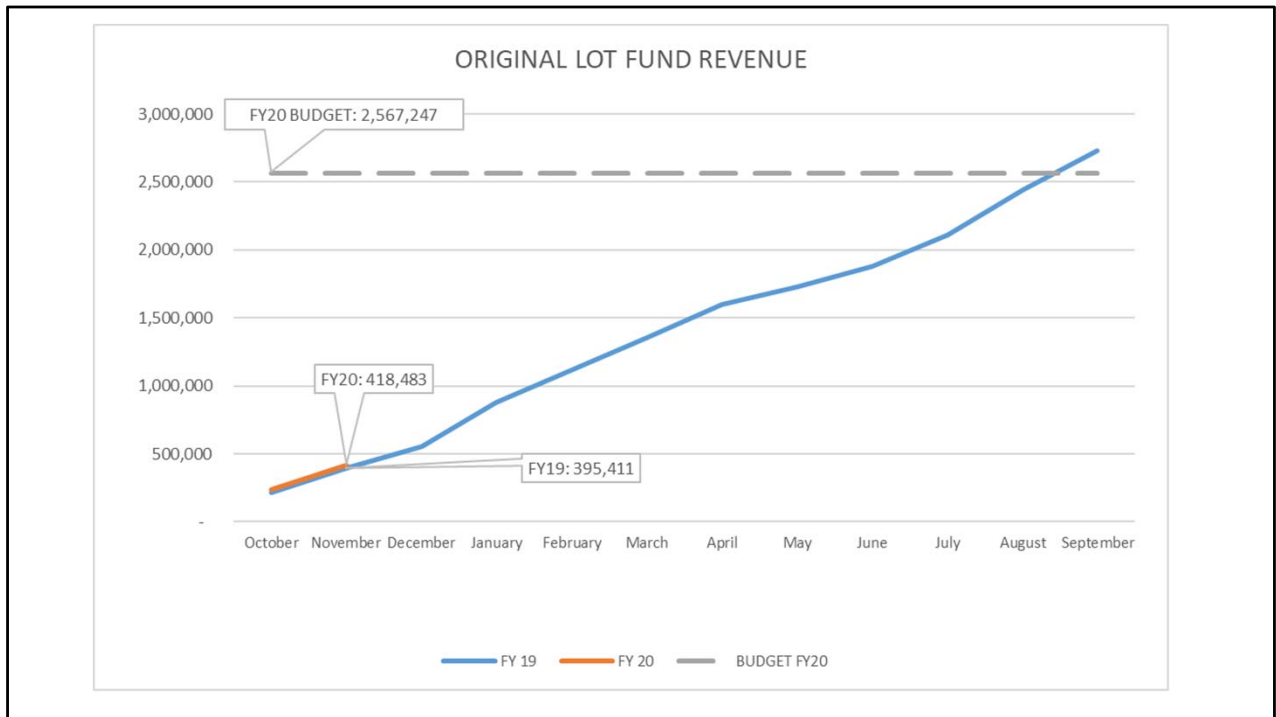


The Streets Department expenditures are up \$15,973 (6.29%) FYTD. This increase is due to salary and benefit expenditures as the department has filled previously vacant positions.

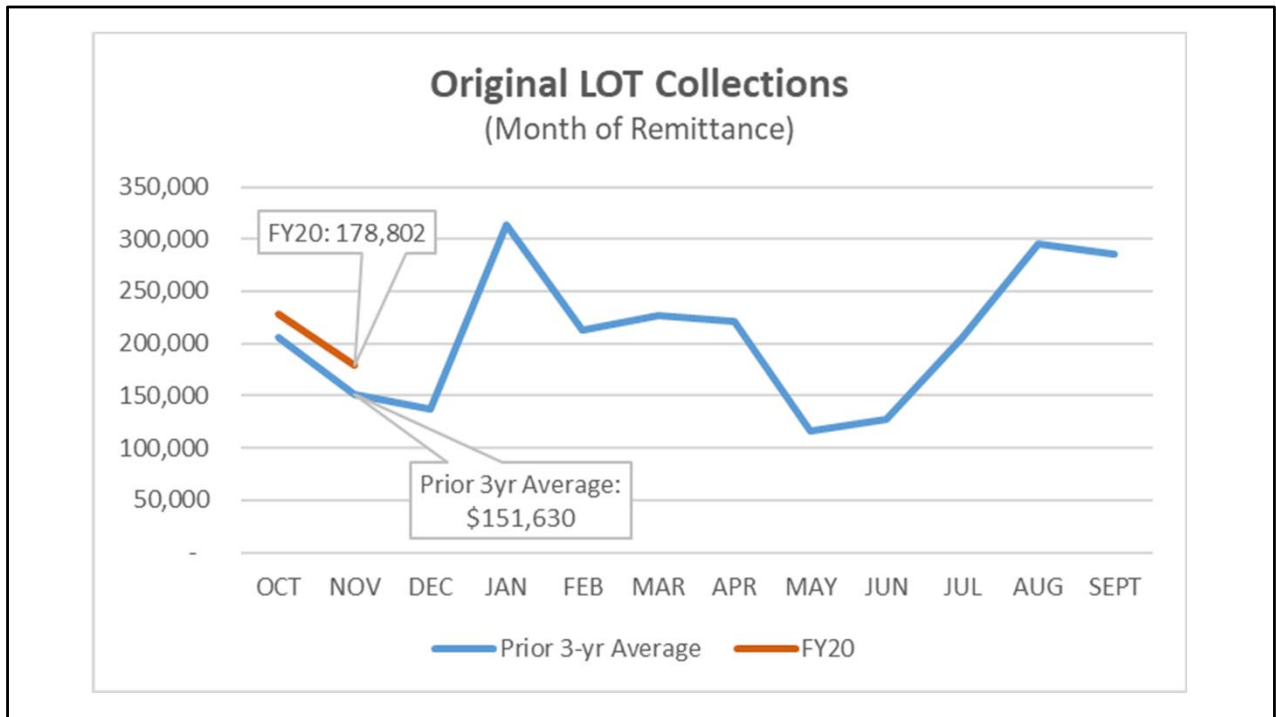


The Recreation Department expenditures are up \$1,078 (1.4%) FYTD.

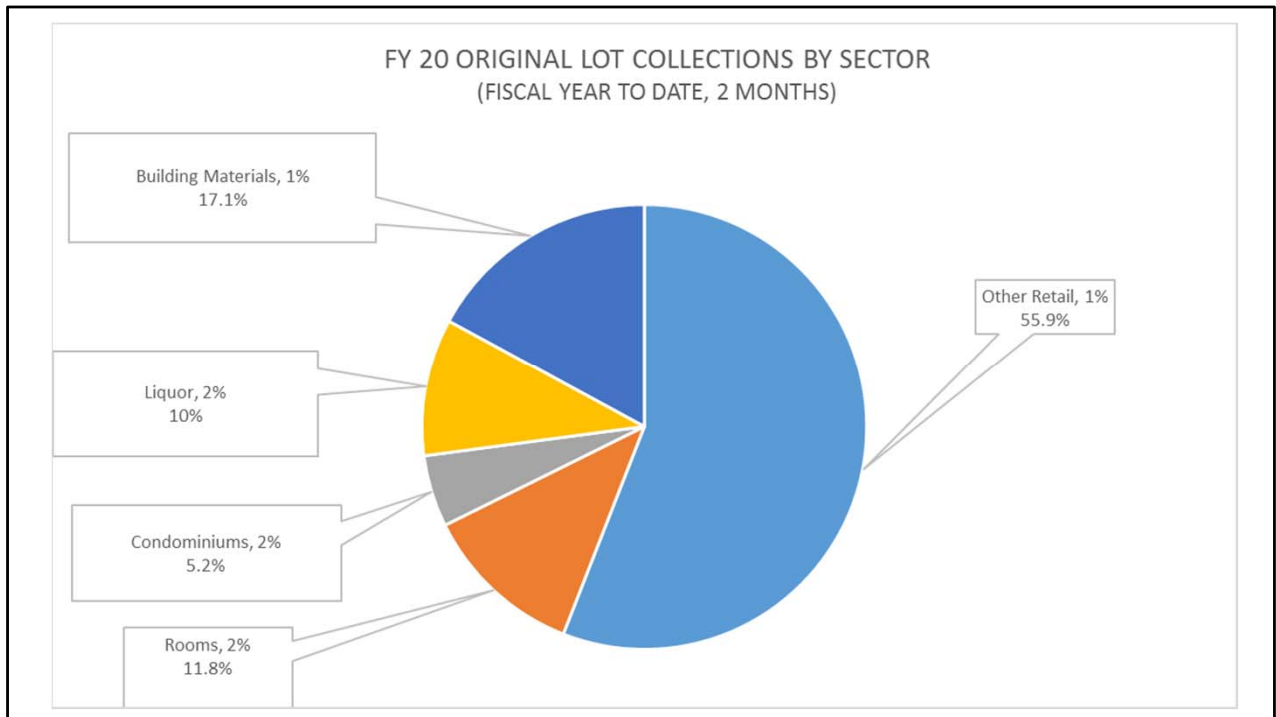
LOT Analysis



Revenue to the Original LOT Fund is up approximately \$23,072 (5.8%) FYTD due to greater tax receipts.

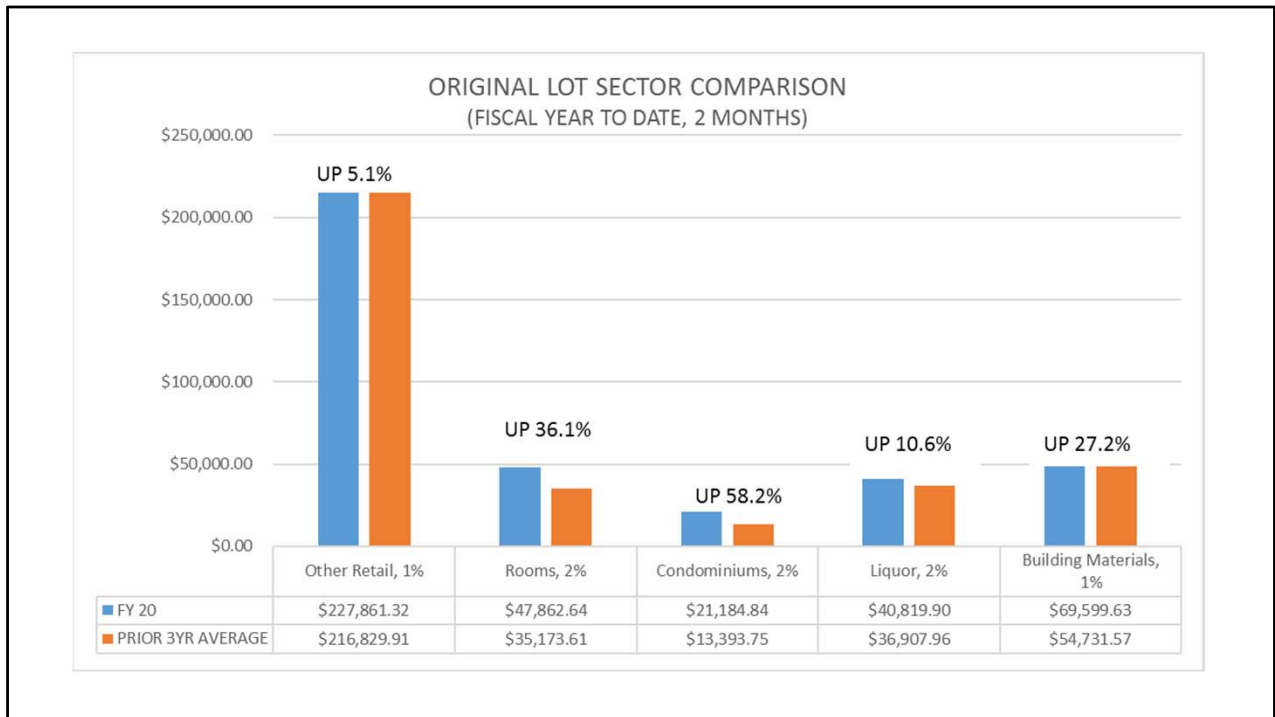


Revenues from Original LOT covered sales are up approximately 17.9% over the average of the prior three years.



To date in FY 20 (2 months), Original LOT collections have been generated by each sector as follows:

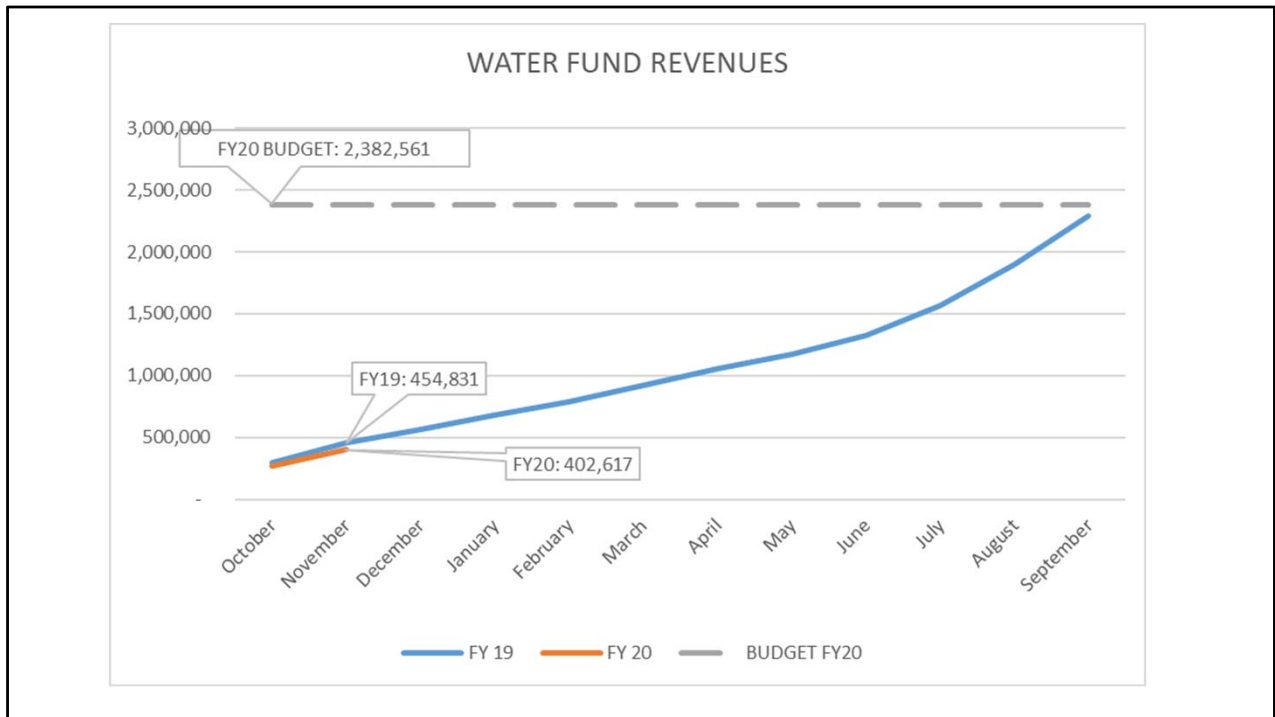
1. Retail has generated 55.9% of the total.
2. Building Materials have generated 17.1%.
3. Liquor has generated 10%
4. Rooms have generated 11.8%.
5. Condominiums have generated 5.2%.



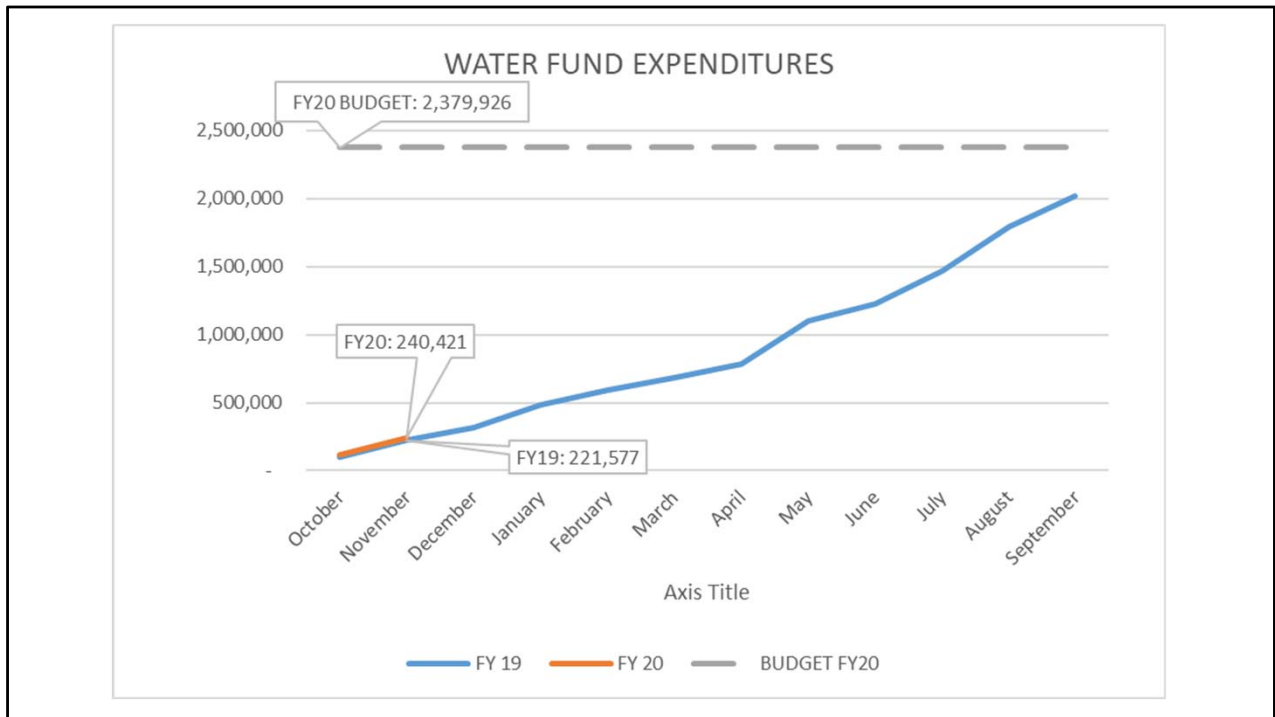
Through the first 2 months of FY 20, collections compared to the prior three-year average are as follows:

1. Retail is up 5.1%.
2. Rooms are up 36.1%.
3. Condominiums are up 58.2%
4. Liquor is up 10.6%.
5. Building Materials are up 27.2%.

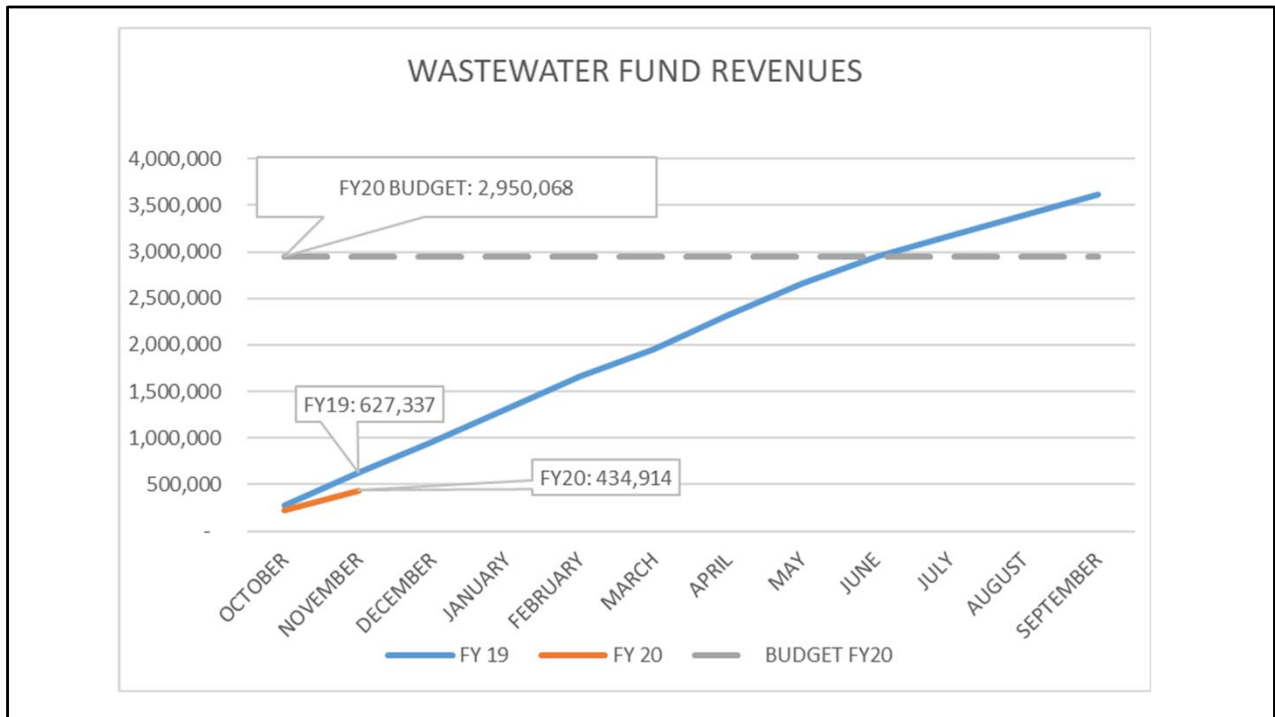
Enterprise Funds



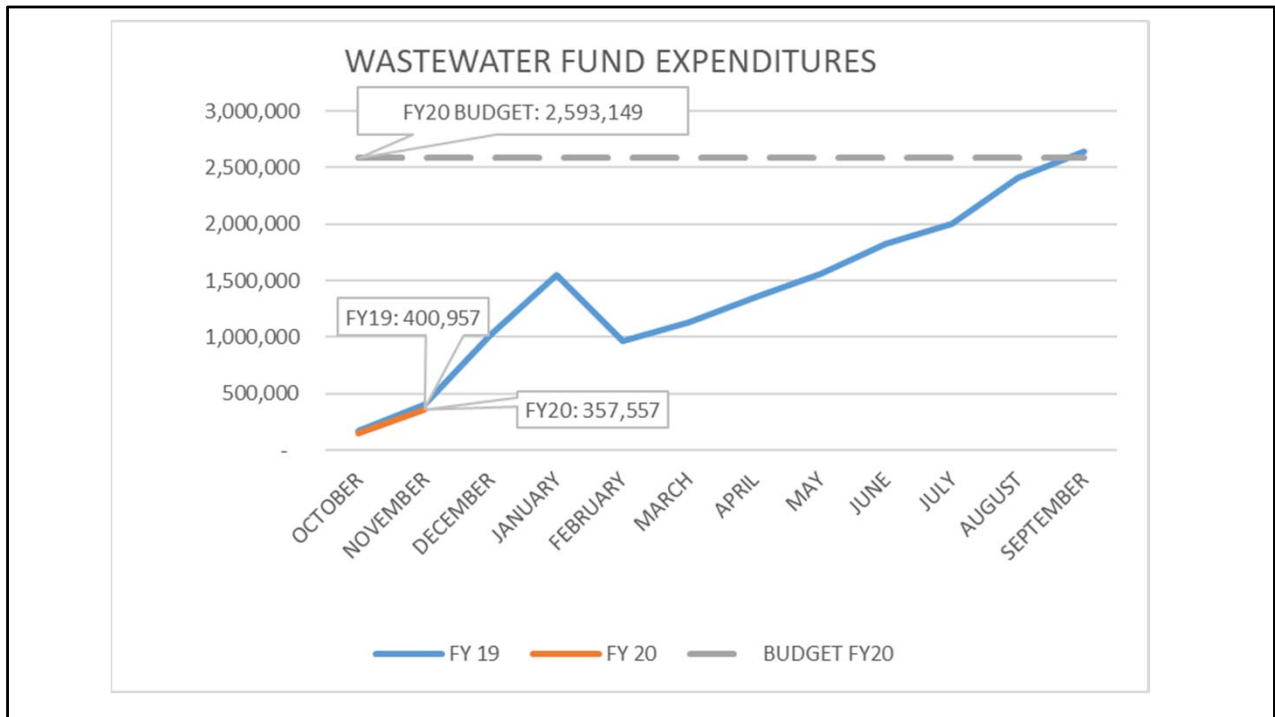
The Water Fund revenues are down \$52,214 (11.5%) FYTD due to lower billed usage.



The Water Fund expenditures are up \$18,844 (8.5%) FYTD. This increase is largely due to transfers to water capital improvement funds for Ketchum Spring Water Project.

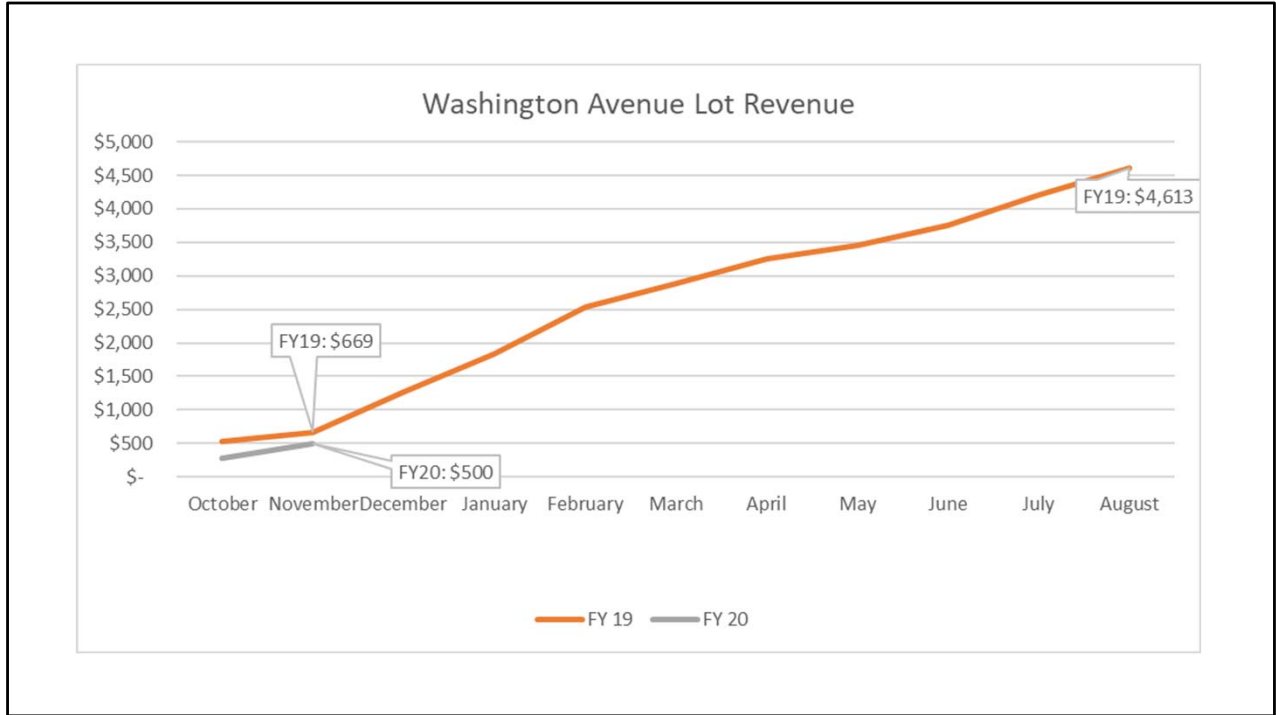


The Wastewater Fund revenues are down \$192,423 (30.7%) FYTD. This decrease is due to lower reimbursements from the Sun Valley Water and Sewer District for the now complete Headworks project.

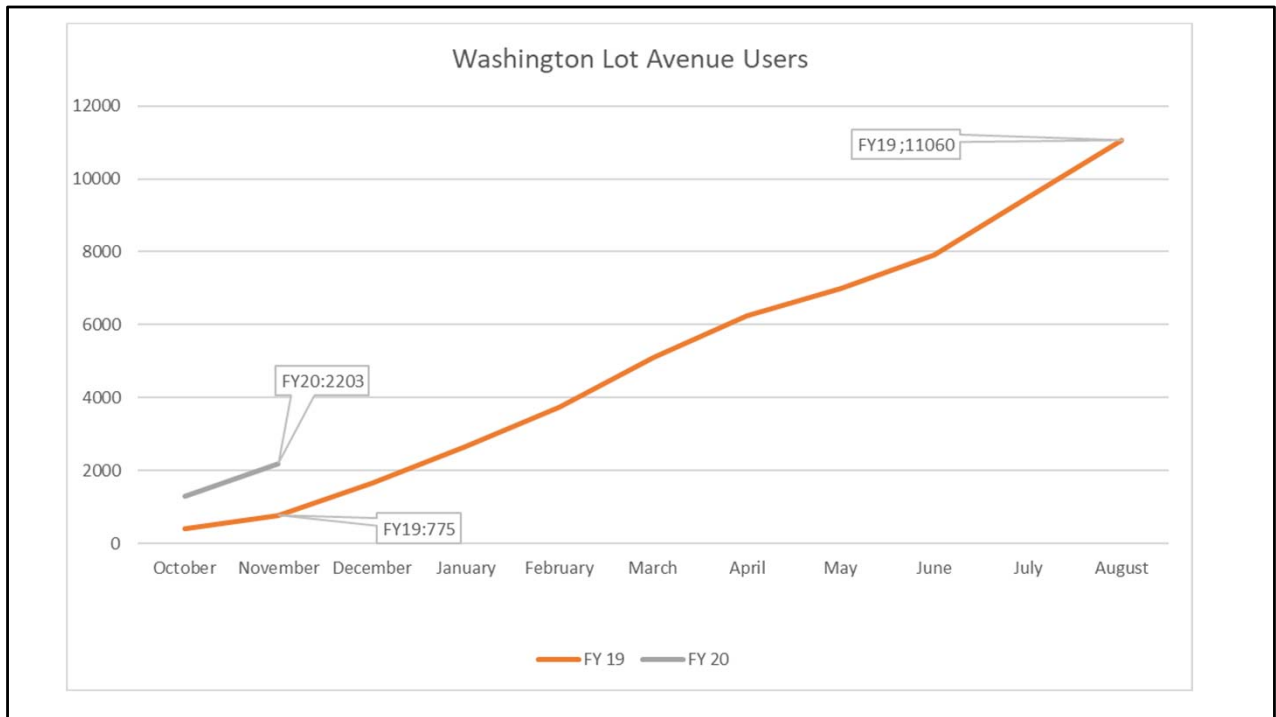


The Wastewater Fund expenditures are down approximately \$43,400 (10.8%) FYTD. The decrease is largely due to lower contracted expenditures in FY20.

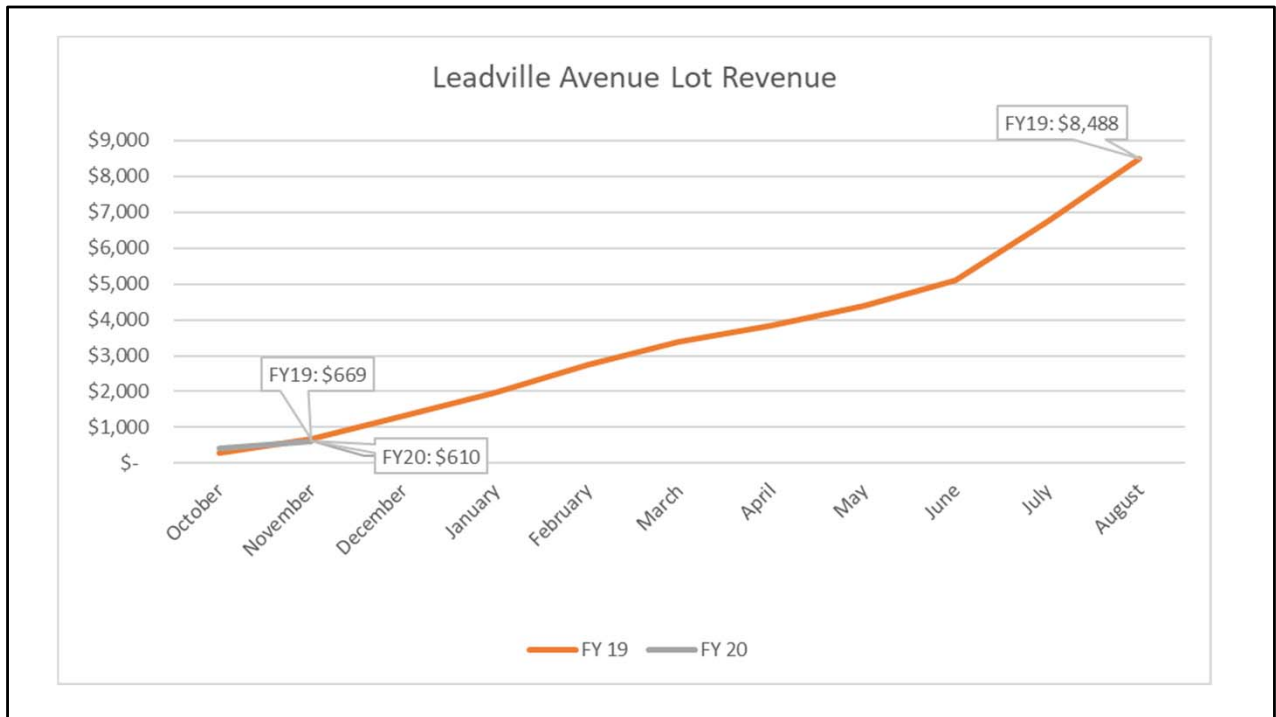
Off-Street Parking Lots



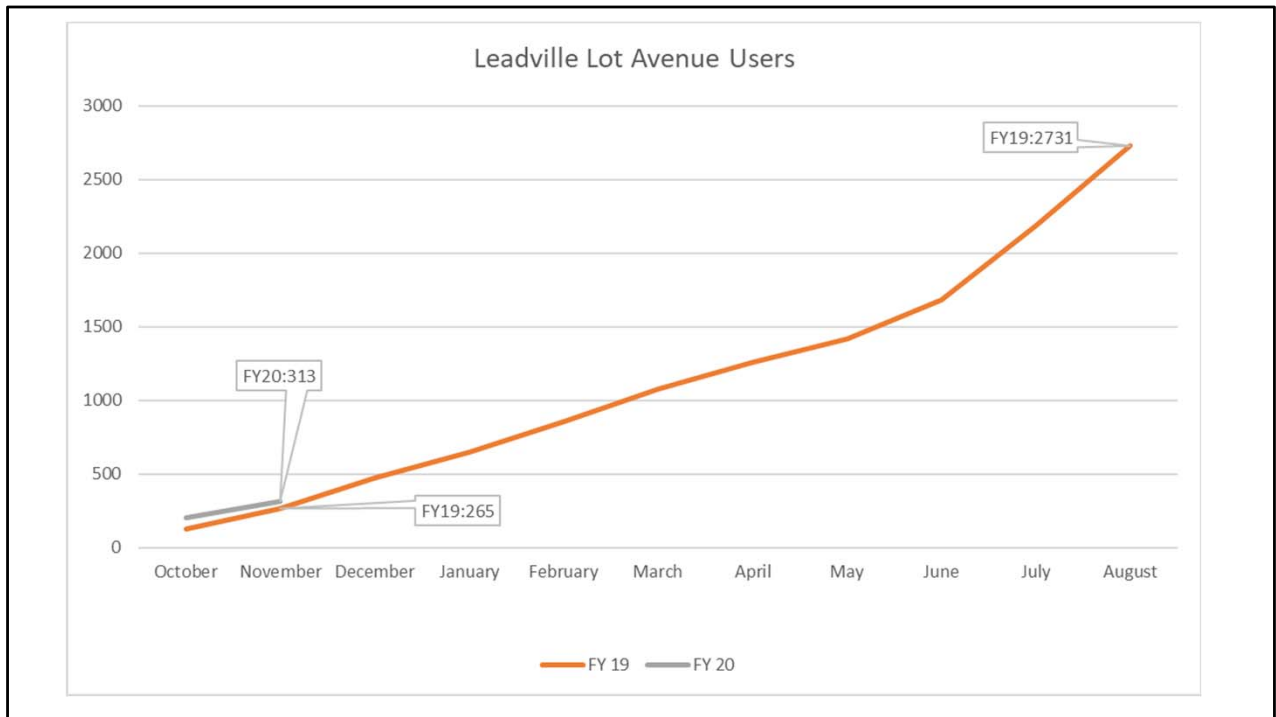
In the fiscal year to date, revenues at the Washington Avenue parking lot are down \$168 (25.2%) relative to the prior year.



In the fiscal year to date, the number of transactions registered at the Washington Avenue parking lot is up 1428 (184.3%) relative to the prior year.



In the fiscal year to date, revenues at the Leadville Avenue parking lot are down \$59 (8.8%) relative to the prior year.



In the fiscal year to date, the number of transactions registered at the Leadville Avenue parking lot is up 48 (18.1%) relative to the prior year.



City of Ketchum

December 16, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Approve Amendment 20392A to Alley Maintenance Agreement 20392 with Anette and Thad Farnham

Recommendation and Summary

Staff is recommending the Council approve Agreement 20392A and adopt the following motion:

I move to authorize the Mayor to sign Agreement 20392A.

The reasons for the recommendation are as follows:

- In September the City Council approved Alley Maintenance Agreement 20392. Since the approval, the owners have requested changes to the Agreement to address issues with the sale of one of the properties.
- The proposed amendment is acceptable to the applicant and the City.

Introduction and History

Residential alleys are not maintained by the City. Snow removal and general maintenance responsibilities rest with the adjacent property owners. When new development is proposed, and the development proposes primary access from a residential alley, the City requires the developer to enter into an alley maintenance agreement. The original agreement ensures the alley is accessible and maintained by future owners.

One of the properties is being sold and the Farnham's have requested modifications to the original agreement to clarify issues requested by the new owner. The proposed changes are acceptable to all parties.

Analysis

Each alley maintenance agreement is tailored for the specific project and location. This Agreement is for the alley between 7th and 8th Street and 3rd and 4th Avenues. As proposed, the alley will be open in the summer and partially open during the winter. This has been the historic condition for this alley.

Financial Impact

There is no financial impact associated with the Agreement.

Attachments:

Amendment 20392A to Alley Maintenance Agreement 20392
Agreement 20392

RECORDED BY AND
WHEN RECORDED MAIL TO:

JOHN A. SEILLER
Attorney at Law, PLLC, ISB No. 4595
191 Fifth Street West, Third Floor
Post Office Box 6090
Ketchum, Idaho 83340
practice@sunvalleylaw.net
(208) 726-5962
FAX 726-5998

(The space above this line is for Recorder's use, only, please.)

AMENDMENT TO GRANT OF LICENSE AND ALLEY
MAINTENANCE AGREEMENT 20392A

THIS AMENDMENT TO GRANT OF LICENSE AND ALLEY MAINTENANCE AGREEMENT 20392 ("Amendment") is effective as of the date recorded in the Blaine County, Idaho real property records. **It Amends the GRANT OF LICENSE AND ALLEY MAINTENANCE AGREEMENT 20392, recorded September 6, 2019, as Blaine County Instrument No. 662948** (the "Agreement"). This Amendment is between the CITY OF KETCHUM, an Idaho municipal corporation (the "City"), with an address of PO Box 2315, Ketchum, Idaho 83340 ("City") and Thad Farnham and Anette Farnham, husband and wife, with an address of PO Box 3535, Ketchum, Idaho 83340 (collectively "Owner"). Both the City and Owner are the only two parties to the Agreement and this Amendment. Both the Agreement and the Amendment are supported by the same consideration between the City and Owner.

1. The City owns an interest in the alley described in Exhibit A to the Agreement and this Amendment (the "Alley"). The Alley runs north and south between 7th Street (to the south) and 8th Street (to the north) in Block 72 of the City of Ketchum townsite. It is the only alley, which is a public right-of-way and public street as those terms are defined in Idaho Code, in Block 72. Exhibit A in the Agreement is completely replaced with the attached Exhibit A.

2. Owner owns fee simple title in and to the following described real property:

Sublots 1 and 2 of APPLE PARK TOWNHOMES, as shown on the official plat thereof, recorded as Instrument No. 663014, records of Blaine County, Idaho.

3. The first sentence of paragraph 2 in the Agreement states, "This Agreement and the right to use the Alley granted hereunder are revocable." This sentence shall be completely replaced with the following sentence, "This Agreement and the Owner's right to maintain the Alley granted in this Agreement are revocable by the City."

4. The last sentence of paragraph 1 and the second sentence of paragraph 8 of the
AMENDMENT TO GRANT OF LICENSE
AND ALLEY MAINTENANCE AGREEMENT 20392A/Page 1 of 3

Agreement, both state the following, “The Alley shall always be open and available to the public, except in winter when a portion of the Alley is used for snow storage, and the City shall have exclusive authority with respect to all parking restrictions and enforcement.” That sentence in both paragraphs is revoked and completely replaced with the following sentence, “The Alley shall always be open and available to the public, except in winter when a portion of the Alley is used for snow storage, as long as access is still provided to the rear or side of adjacent lots or buildings, and since the Alley is public, the City shall have exclusive authority with respect to all parking restrictions and enforcement.”

5. The first sentence of paragraph 12 in the Agreement states, “Owner shall have the right to assign and transfer this Agreement to any party who purchases one hundred (100%) of the Development, upon receiving the written consent of the City, which consent to assign shall not be unreasonably withheld or delayed.” That sentence shall be revoked and replaced with the following sentence, “Owner shall have the right to assign and transfer this Agreement to any transferee of all or part of the Development, upon receiving the written consent of the City for each assignee / transferee, which consent shall not be unreasonably withheld or delayed.” This Amendment shall be City’s consent to Owner transferring Sublot 2 of Apple Park Townhomes immediately after this Amendment is signed and recorded.

6. All other provisions in the Agreement that are not amended by this Amendment are in full force and effect.

OWNER:

Thad Farnham

Anette Farnham

CITY OF KETCHUM, IDAHO

By: NEIL BRADSHAW, Mayor

ATTEST:

Robin Crotty, City Clerk

STATE OF _____)
) ss.
County of _____)

On this ____ day of _____, 2019, before me, the undersigned Notary Public in and for said State, personally THAD FARNUM known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same.

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

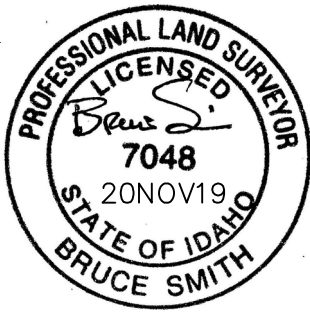
Notary Public for _____
Residing at _____
Commission expires _____

STATE OF _____)
) ss.
County of _____)

On this ____ day of _____, 2019, before me, the undersigned Notary Public in and for said State, personally ANETTE FARNUM 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 _____



N 45°15'44" E
451.69'
CENTERLINE 8TH STREET

30.00'

780 N. 4th Ave.

791 N. 3rd Ave.

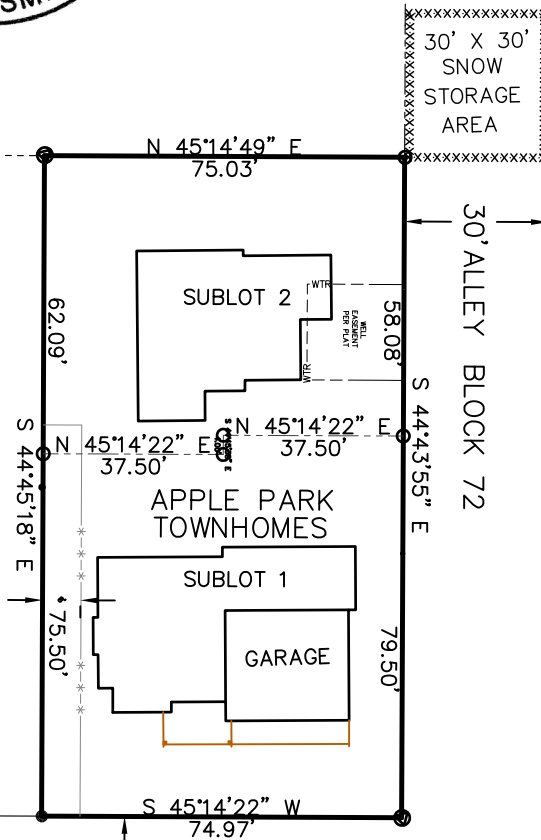
NOTES

1. Please refer to the Recorded Plat of Apple Park Townhomes, Inst. No. 663014 for more Information.
2. This Exhibit Replaces Exhibit A to Grant of License and Alley Maintenance Agreement 20392, Inst. No. 662948, Blaine County Records.

LEGEND

- Subject Boundary
- Townhouse Sublot Line
- Existing Building
- Road Centerline
- Deck
- Public Utility Easement
- Snow Storage Area
- Found 1/2" Rebar
- Found Aluminum Cap

ZARK PARK TOWNHOMES



731 N. 3rd Ave.

CENTERLINE 7TH STREET

S 45°14'22" W
451.24'

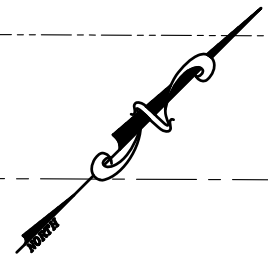


EXHIBIT "A" TO AMENDMENT TO GRANT OF LICENSE AND ALLEY MAINTENANCE AGREEMENT 20392

WITHIN SECTION 13, T.4N., R.17E., B.M., BLOCK 72, CITY OF KETCHUM, BLAINE COUNTY, IDAHO

ALPINE ENTERPRISES INC.

SURVEYING, MAPPING, & NATURAL HAZARDS CONSULTING

P.O. BOX 2037, KETCHUM, ID 83340; PH. 208-727-1988 FAX 208-727-1987 email:bsmith@alpineenterprisesinc.com

SCALE 1" = 40'

U:\LandProjects2004\1601_APPLE_PARK_SUBD\dwg\1601_AlleyExhibit.dwg 11/20/2019 6:12:37 PM MS

Recording Requested By and
When Recorded Return to:

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

Instrument # 662948

HAILEY, BLAINE, IDAHO
9-6-2019 08:19:52 AM No. of Pages: 10
Recorded for : CITY OF KETCHUM
JOLYNN DRAGE Fee: 0.00
Ex-Officio Recorder Deputy
Index to: AGREEMENT/CORRECTION

YB

For Recording Purposes Do
Not Write Above This Line

GRANT OF LICENSE AND ALLEY MAINTENANCE AGREEMENT 20392

This maintenance agreement ("Agreement") is made and entered into as of the 3rd day of September, 2019, the ("Effective Date") by and between the CITY OF KETCHUM, and Idaho municipal corporation ("the City"), who is the owner of the alley between 7th Street and 8th Street between 4th Avenue and 3rd Avenue as more specifically delineated on Exhibit "A" (hereinafter "Alley") attached hereto, and Thad and Anette Farnham who are the owners of that certain parcel of real property (herein "Owner") as more specifically delineated on Exhibit "B" attached hereto and referred to as "Development".

1. **Grant of License** - The City hereby grants to Owner and its agents, employees, contractors, subcontractors, (collectively "Agents"), subject to the conditions and covenants set forth in this Agreement as of Sept. 3rd 2019, (hereinafter the "Commencement Date"), a revocable license over and right of entry on and use of the Alley for the purposes of vehicular and pedestrian ingress, egress and access to the Development, including installation of road mix, and for the maintenance, snow removal and repair of the Alley. The Alley shall always be open and available to the public, except in winter when a portion of the Alley is used for snow storage, and the City shall have exclusive authority with respect to all parking restrictions and enforcement.
2. **License Revocable** - This Agreement and the rights to use the Alley granted hereunder are revocable. City shall provide Owner with 60 days notice if the Agreement is to be terminated. Owner understands and agrees that by entering into this Agreement Owner obtains no claim or interest in said City property which is adverse to that of the City, that Owner obtains no exclusive right to said City property nor any other right to use the City property not specifically described herein.
3. **Prior Rights** - This grant is made subject to and subordinate to the prior and continuing rights and obligations of the City, its successors and assigns, and the general public, to use the Alley in the performance of its municipal operations; provided, however, that such use shall not materially interfere with the use of the Alley by the Owner for the Permitted Use. This Agreement is subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens and claims of title which may affect the Alley as of the Effective Date, and the word "grant" shall not be construed as a covenant against the existence of any of the foregoing.

4. **Term** - The term of the Agreement shall commence on the Commencement Date and shall be in effect until the City provides notice the Agreement is terminated.
5. **Permits, Licenses and Approvals** -As a condition to Owner's right to use the Alley for the Permitted Use, Owner shall obtain any required permits, licenses and approvals from the City and any other governmental agencies having jurisdiction over Owner's use of the Alley. Owner shall maintain such permits, licenses, ordinances and approvals in force throughout the term of this Agreement. Owner shall be solely responsible for any and all fees, charges, or other expenses that may be imposed by any regulatory agencies in connection with Owner's use or enjoyment of the Alley.
6. **Condition of Property** - The City makes no warranty or representation of any kind concerning the condition of the Alley or the fitness of the Alley for the Permitted Use, and hereby disclaims any personal knowledge with respect thereto, it being expressly understood by the parties hereto that Owner has personally inspected the Alley, knows its condition and accepts it as is.
7. **Alterations, Repair and Maintenance**
 - a) Owner installed 4 inches of road mix at a width of 20 feet for the length of the Development parcel which was inspected and approved by the City.
 - b) Owner agrees, at its sole cost and expense, to keep the Alley in reasonably safe, clean and sightly condition, reasonably free from waste and snow to the reasonable satisfaction of the City. Owner agrees, at its sole cost and expense, to perform snow removal for the portion of the alley adjacent to the Development for a width of 20 feet and to place all removed snow at the northern portion of the Alley as identified in Exhibit A. Only snow removed by the Owner shall be permitted to be stored in the Alley. In the event the City determines the Alley must be open during the winter, Owner shall identify an alternative snow storage area. Owner shall perform all repairs and maintenance to the Alley covered by this Agreement.
 - c) The Owner shall perform maintenance and snow removal in accordance with this Agreement. The City shall not be responsible for maintenance, repairs and snow removal in the Alley. If Owner fails to keep the Alley in the condition required under this Section 7, then the City may, after ten (10) days written notice to Owner and a five (5) day opportunity to cure said problem, perform the necessary work at the expense of Owner, which expense Owner agrees to pay to the City upon written demand.
 - d) All alterations, maintenance and repairs by Owner upon the Alley shall be performed in a good manner reasonably satisfactory to the City.
 - e) Any open holes shall be satisfactorily covered at all times when Owner's Agents are not physically working in the vicinity of such holes. Upon completion of work, all such holes shall be filled in to meet the surrounding ground level and the Alley shall be left

in a neat and safe condition reasonably satisfactory to the City.

- f) Owner shall not suffer any mechanic's or materialman's liens of any kind to be enforced against the Alley for any work done or materials furnished at Owner's request. If any such liens are filed, Owner shall bond or remove them within sixty (60) days of learning of the same, at Owner's expense, and shall pay any judgment which may be entered in connection therewith.
 - g) Should Owner fail, neglect or refuse to do so, the City, after giving Owner twenty (20) business days written notice, shall have the right to pay any amount required to release any such liens or to defend any action brought and to pay any judgment entered. Owner shall be liable to the City for all costs, damages, reasonable attorney's fees and any amounts expended in defending any proceedings or in payment of any of said liens or judgment. The City may post and maintain upon the property notices of non-responsibility as provided by applicable law.
8. **Permitted Uses and Restriction on Use** – The Owner may use the alley for the purposes of vehicular and pedestrian ingress, egress and access to the Development, including installation of road mix and for the maintenance, snow removal and repair of the Alley. The Alley shall be open and available to the public at all times, except in winter when a portion of the Alley is used for snow storage, and the City shall have exclusive authority with respect to all parking restrictions and enforcement. Owner agrees not to conduct any activities on or about the Alley that constitute waste or nuisance or any activities which constitute a continuing or repeated and unreasonable annoyance of which the City is notified by the owners or occupants of neighboring property or other members of the public.
9. **Indemnification**- In consideration of City allowing Owner to construct and maintain the Improvements on City property, Owner agrees to indemnify and hold harmless City from and against any and all claims of liability for any injury or damage to any person or property arising from the Improvements constructed, installed and maintained on City property. Owner shall further indemnify and hold City harmless from and against any and all claims arising from any breach or default in the performance of any obligation on 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 City by reason of such claim, Owner, upon notice from City, shall defend City at Owner's expense by counsel satisfactory to City. Owner, as a material part of the consideration to City, hereby assumes all risk of damages to property or injury to persons in, upon or about the Improvements constructed, installed and maintained on City property arising from the construction, installation and maintenance of said Improvements and Owner hereby waives all claims in respect thereof against City.
10. **Compliance with Laws** - The Permitted Use of the Alley shall conform to all applicable zoning laws and regulations. Owner shall comply, at Owner's expense with all applicable laws, regulations, rules and orders with respect to the use of the Alley, regardless of when

they become or became effective, including, without limitation, those relating to construction, grading, signage, health, safety, noise, environmental protection, hazardous materials, waste disposal and water and air quality, and shall furnish reasonably satisfactory evidence of such compliance upon the written request of the City.

11. **Notices**-All notices required or permitted to be given under this Agreement shall be in writing and mailed postage prepaid by certified or registered mail, return receipt requested, or by personal delivery or by overnight courier, to the appropriate address indicated below or at such other place or places as either party may from time to time designate in written notice given to the other. Notices shall be deemed sufficiently served four days after the date of mailing or upon personal delivery.

The City:

City of Ketchum
Post Office Box 2315
Ketchum, Idaho 83340

To Owner:

Thad and Annette Farnham
PO Box 3535
Ketchum, Idaho 83340

12. **Assignment** - Owner shall have the right to assign and transfer this Agreement to any party who purchases one hundred (100%) of the Development, upon receiving the written consent of the City, which consent to assign shall not be unreasonably withheld or delayed. The City and any subsequent assignee may not consent to subsequent modifications to this License with assignees, sublessors or successors of Owner without notifying Owner and obtaining Owner's consent thereto.
13. **No Waiver**- No waiver of any default or breach of any covenant of this Agreement by either party shall be implied from any omission by either party to take action on account of such default other than the default specified in the waiver, and then the waiver shall be operative only for the time and to the extent stated. Waivers of any covenant, term or condition by either party shall not be construed as waivers of any subsequent breach of the same covenant, term or condition. The consent or approval by either party to or for any act by either party requiring further consent or approval shall not be deemed to waiver or render unnecessary that party's consent or approval to or of any subsequent similar acts.
14. **Severability** - Each provision of this Agreement is intended to be severable. If any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such provision shall be severed from this Agreement and shall not affect the validity of the remainder of this Agreement.
15. **Attorney's Fees/Jury Waiver** - If any legal proceeding should be instituted by either of the parties to enforce the terms of this Agreement or to determine the rights of the parties under this Agreement, the party in the proceeding shall receive, in addition to all court

costs, reasonable attorney's fees.

16. **No Costs to the City** - Except as expressly set forth in this Agreement to the contrary, Owner shall bear all costs and expenses of any kind or nature in connection with Owner's use of the Alley.
17. **Waiver of Liability**-Neither the City nor any of its council members, commissions, departments, boards, officers, agents or employees, when acting of the City behalf, shall be liable for any damage to the property of Owner or its Agents, or for any bodily injury or death to such persons resulting or arising from the condition of the Alley or its use by Owner, or if such damage occurs before the Effective Date, unless caused by the intentional acts of the City nor any of its council members, commissions, departments, boards, officers, agents or employees.
18. **Non-Discrimination** - Owner shall not, in the operation and use of the Alley, discriminate against any person or group of persons solely because of race, color, creed, national origin, ancestry, age, sex, or disability.
19. **Governing & Law** - The rights and liability of the parties under this Agreement shall be interpreted in accordance with the laws of the State of Idaho. The Venue shall be in the Idaho 5th Judicial District, Blaine County, Idaho.
20. **Taxes** - Any and all real property tax or any other form of tax assessed or imposed against the Alley arising out of or attributable to Owner's use shall be borne by Owner.
21. **Utilities** - Owner shall pay for all water, gas, heat, light, power, telephone, and other utilities and services applied to the Alley and used by Owner or its Agents, together with any taxes thereon.
22. **Successors and Assigns** - This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.
23. **Interpretation/Amendment**-This Agreement constitutes the complete expression of the agreement between the parties hereto and supersedes any prior agreements, whether written or oral, concerning the subject of this Agreement which are not fully expressed herein. Any addition to, deletion from, termination' extension or any other modification or to this Agreement must be in writing signed by the party against whom such modification operates.
24. **Recordation** - Upon execution of this Agreement, the City shall duly record the Agreement in the public records of Blaine County, Idaho and shall thereafter promptly submit a conformed copy of the same to Owner.

IN WITNESS WHEREOF, the parties have executed this License Agreement as of the day and year first written above by their duly authorized representatives.

OWNER:

By: [Signature]
By: [Signature]
Thad and Anette Farnham

CITY OF KETCHUM:

By: [Signature]
Neil Bradshaw, mayor

ATTEST:

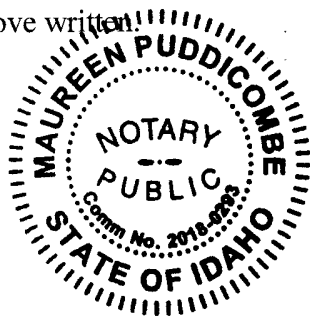
[Signature]
Robin Crotty
City Clerk



STATE OF Idaho)
) ss.
County of Blaine)

On this 27th day of August, 2019, before me, the undersigned Notary Public in and for said State, personally THAD FARNHAM 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.



Maureen Puddicombe
Notary Public for City of Ketchum
Residing at Ketchum, ID
Commission expires 2-14-24

STATE OF Idaho)
) ss.
County of Blaine)

On this 27th day of August, 2019, before me, the undersigned Notary Public in and for said State, personally ANETTE FARNHAM 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.

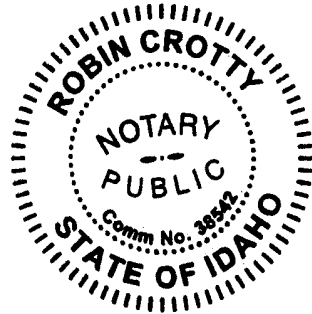


Maureen Puddicombe
Notary Public for City of Ketchum
Residing at Ketchum, ID
Commission expires 2-14-24

STATE OF IDAHO)
) ss.
County of Blaine)

On this 3rd day of September, 2018, 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.



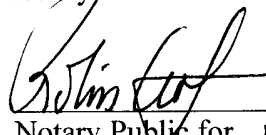
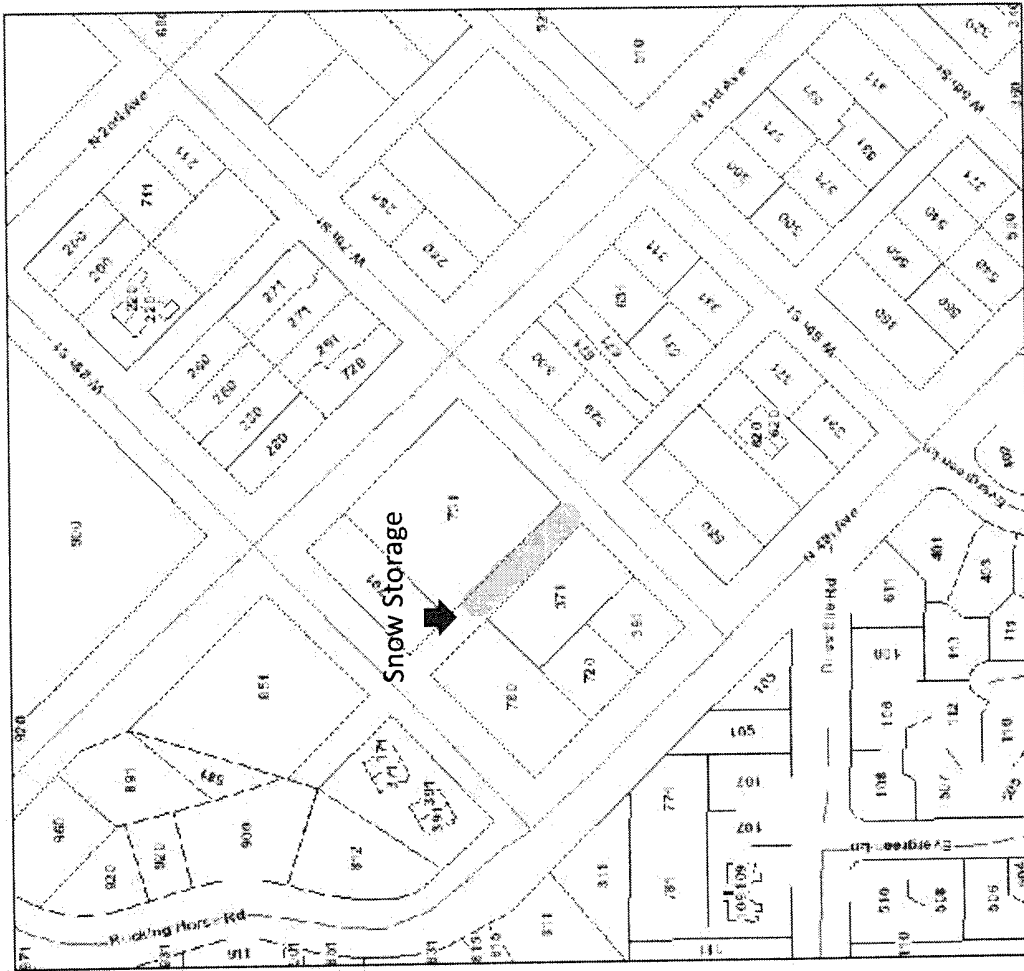
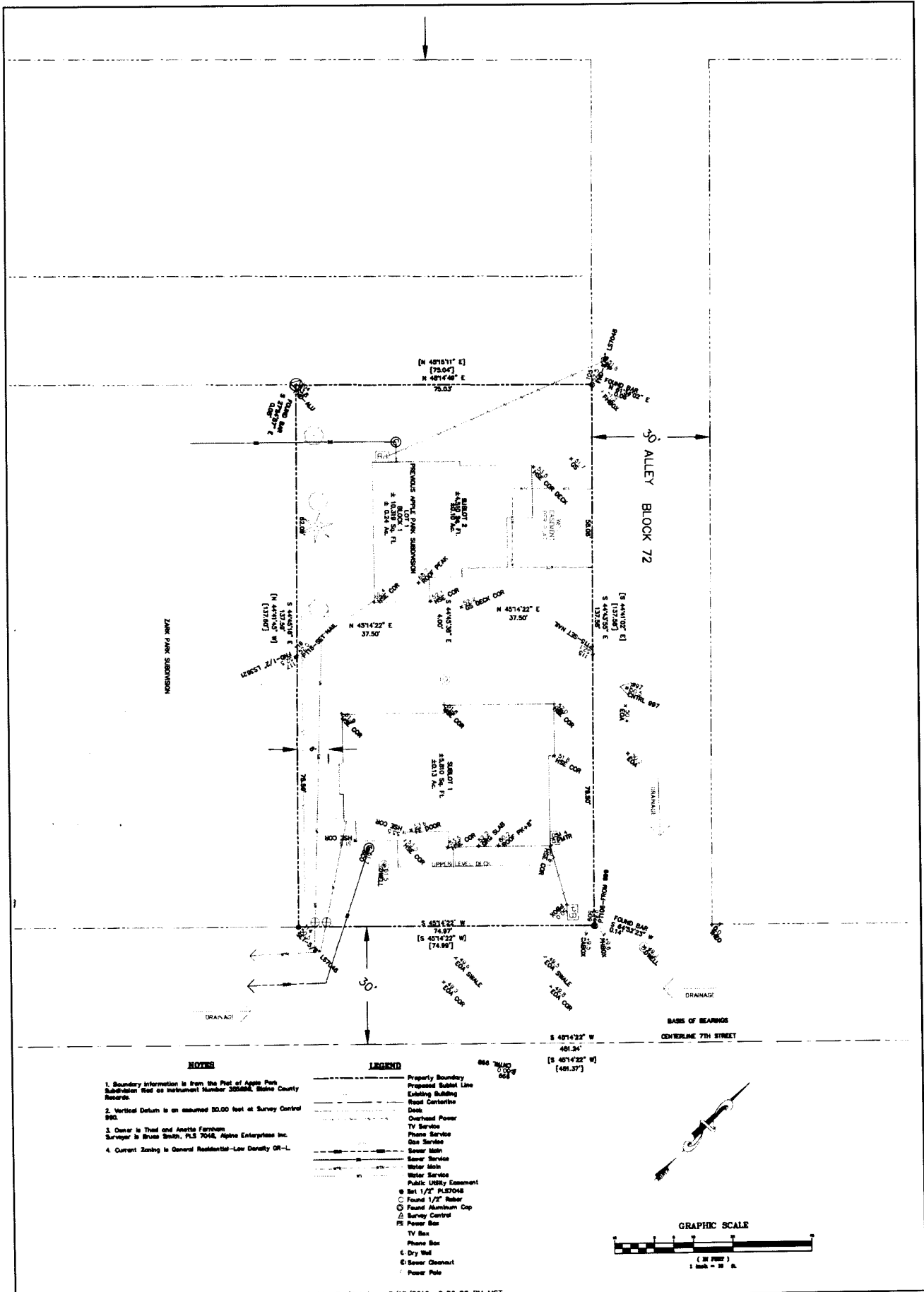

Notary Public for Ketchum, Idaho
Residing at Ketchum City Hall, Idaho
Commission expires 12/22/2020

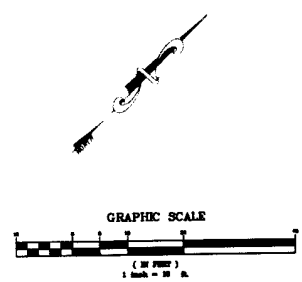
EXHIBIT A





- NOTES**
1. Boundary information is from the Plat of Apple Park Subdivision Map as Instrument Number 200804, Blaine County Records.
 2. Vertical Datum is an assumed 80.00 feet at Survey Control 990.
 3. Owner is Thad and Anette Farnham. Surveyor is Bruce Smith, PLS 7048, Alpine Enterprises Inc.
 4. Current Zoning is General Residential-Low Density GR-L.

- LEGEND**
- Property Boundary
 - Proposed Sublot Line
 - Existing Building
 - Roof Centerline
 - Drain
 - Overhead Power
 - TV Service
 - Phone Service
 - Gas Service
 - Sewer Main
 - Water Main
 - Water Service
 - Public Utility Easement
 - 1/2" 1/2" Rebar
 - Found 1/2" Rebar
 - Found Aluminum Cap
 - Survey Control
 - Power Box
 - TV Box
 - Phone Box
 - Dry Well
 - Sewer Cleanout
 - Power Pole



PROJECT PATH AND CONTAINERS U:\Land\Projects\2004\1801 APPLE PARK SUBD\app\1801_PrelPlat.dwg 3/12/2019 3:56:20 PM MST

| REVISIONS | NO | DATE | BY |
|-----------|----|------|----|
| | | | |
| | | | |
| | | | |

Alpine Enterprises Inc.
 Surveying, Mapping, and Natural Hazards Consulting
 850 Bad Dr., Unit 1
 P.O. Box 2037, Ketchum, ID 83340 USA
 (208) 727-1988 727-1987 fax
 email: bsmith@alpineenterprisesinc.com

A PRELIMINARY PLAT SHOWING
APPLE PARK TOWNHOMES
 WITHIN S13, T.4N., R.17E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
 PREPARED FOR THAD FARNHAM

Sheet 1 of 1



City of Ketchum

December 16, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Approve Easement Agreement 20437 with KETCH PDX, LLC

Recommendation and Summary

Staff is recommending the council authorize the Mayor to sign Easement Agreement 20437 and adopt the following motion:

I move to authorize the Mayor to sign Easement Agreement 20437.

The reasons for the recommendation are as follows:

- The Easement Agreement allows for an 8-foot sidewalk on First Avenue
- The City and project owner are in agreement with the proposed easement

Introduction and History

The KETCH I and II projects are under construction and as part of the project, an 8-foot wide sidewalk is proposed to be constructed on First Avenue. The sidewalk width is the new standard for sidewalks within downtown Ketchum. In order to achieve the sidewalk width, a 2-foot .72 inch portion of private property needs to be dedicated for public sidewalk use.

Analysis

To accomplish the public access on private property, it is necessary to record an easement. The proposed easement will allow the portion of the sidewalk located on private property to be used in the same manner as the sidewalk on public property.

Financial Impact

There is no financial impact associated with this proposed easement.

Attachments:

Easement Agreement 20437

Recording Requested By and
When Recorded Return to:

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

For Recording Purposes Do
Not Write Above This Line

SIDEWALK EASEMENT AGREEMENT 20437

This Sidewalk Easement Agreement (“Agreement”) is entered into this ___ day of _____, 2019, between the City of Ketchum, Blaine County, Idaho (“City”), whose address is 480 East Ave. N., Ketchum, ID 83340 and Ketchum PDX LLC and Ketchum 2 PDX LLC collectively referred to as the “Grantor”) at PO Box 96068, Portland Oregon 97296.

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

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

WHEREAS, the City has approved two development applications by Grantor for the construction of two projects located at 560 First Avenue and 100 E 6th Street in Ketchum, Idaho, which approvals include requirements for a 2-foot .72-inch public access on private property along First Avenue; and

WHEREAS, the easement allows for the construction of an 8-foot public sidewalk as required by the City of Ketchum sidewalk design standards; and

WHEREAS, the parties hereby agree to enter into the following easement agreement to grant the City an easement upon the Grantor’s property, subject to the terms and conditions of this Agreement.

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

1. Grant. Grantor hereby grants and conveys without warranty unto the City, its heirs, successors and assigns, subject to the terms and conditions herein contained, an easement upon Grantor’s property, as depicted in **Exhibit A** and as fully described in **Exhibit B**, the legal

description, attached hereto and incorporated herein by this reference, for the passage of pedestrian and bicycle traffic. All such use of the Easement shall be at the sole risk and expense of the City, its respective heirs, successors, assigns and invitees.

2. Conditions of Use.

a. Grantor grants said Easement to Grantee and its successors until such time as the development of the properties located at 560 First Avenue and 100 E 6th Street, Ketchum Idaho, is removed.

b. Grantor covenants and agrees that it will not place or allow to be placed any permanent or temporary structures or obstructions on the easement property which would interfere with the use of this easement for the purposes stated herein; provided however, that Grantor may improve the surface of the easement property with concrete walkways and make such other uses of the easement property which do not interfere with the rights of the City hereunder.

3. Termination of Easement. This easement will be terminated, upon approval and acceptance by the City, at such time as the City has determined such easement is no longer necessary for the safe passage of pedestrian and bicycle traffic.

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

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

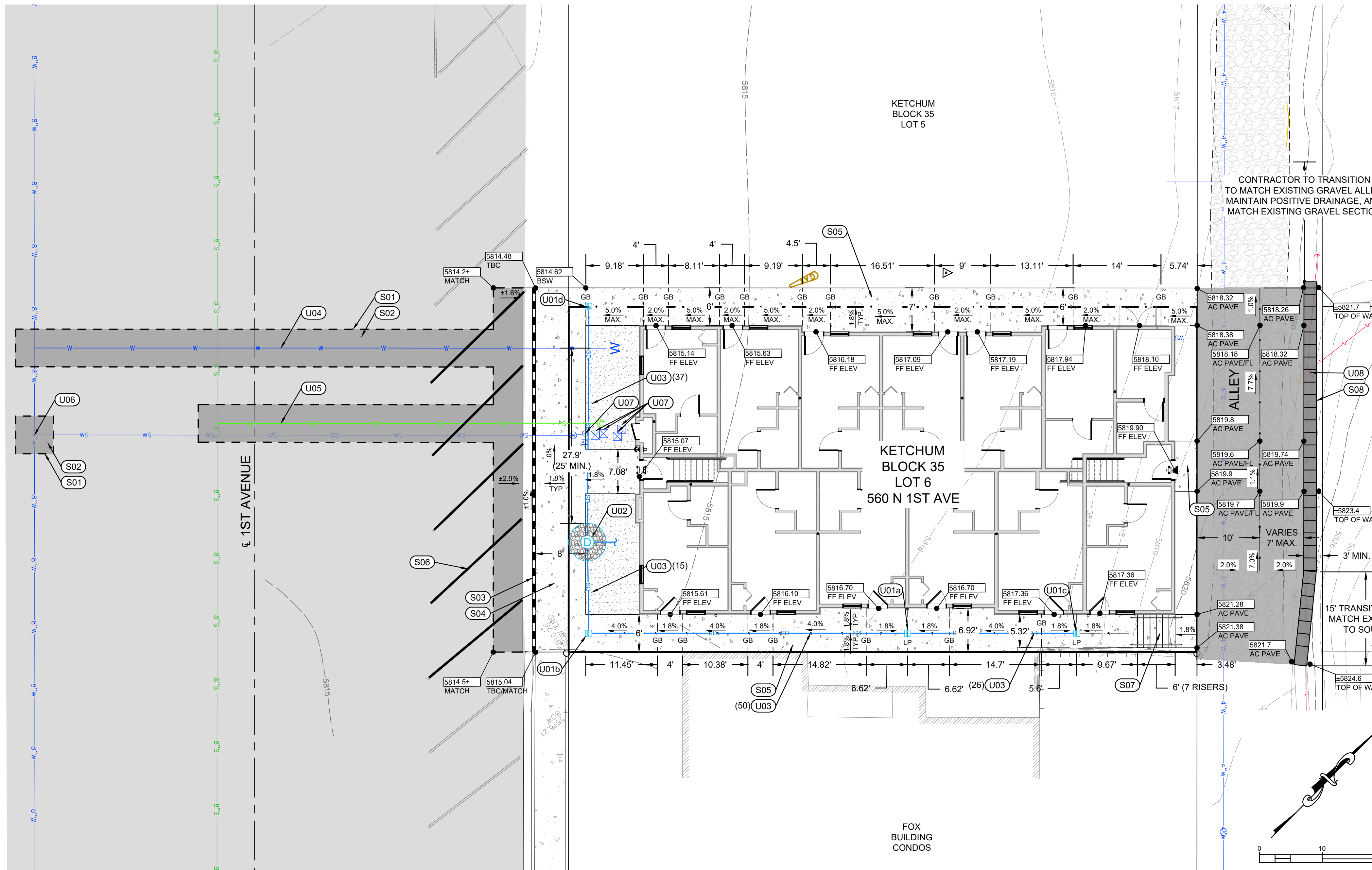
6. Remedies. If either party shall fail to perform such party's obligations under the easement described herein for any reason, the other party may pursue any and all remedies at law or equity; provided, however, that the parties affected by any such failures agree to meet and confer to attempt to mediate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

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

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

ATTACHMENT A

ATTACHMENT B LEGAL DESCRIPTION



CONSTRUCTION KEYNOTES

SITE IMPROVEMENTS

- (S01) SAWCUT EXISTING ASPHALT TO PROVIDE FOR A CLEAN VERTICAL EDGE.
- (S02) CONSTRUCT/REPAIR ASPHALT. SEE DETAIL 4, SHEET C2.
- (S03) CONSTRUCT CONCRETE CURB AND GUTTER PER DETAIL 3, SHEET C2.
- (S04) CONSTRUCT CONCRETE SIDEWALK, WIDTH AS SHOWN HEREON. SEE DETAIL 1, SHEET C2.
- (S05) CONSTRUCT CONCRETE SIDEWALK, WIDTH AS SHOWN HEREON. SEE DETAIL 2, SHEET C2.
- (S06) INSTALL 4" WIDE WHITE PARKING PAVEMENT MARKING; MATCH EXISTING PARKING SPACE DIMENSIONS
- (S07) INSTALL CONCRETE STAIRS WITH HANDRAIL PER DETAIL 10, SHEET C2.
- (S08) NON-ENGINEERED PRECAST CONCRETE BLOCK WALL, BY OTHERS

UTILITY IMPROVEMENTS

- (U01) INSTALL CATCH BASIN PER DETAIL 9, SHEET C2.
 - a. RIM ELEV= 5816.56
IE (IN)= 5812.25
IE (OUT)= 5812.15
 - b. RIM ELEV= 5815.05
IE (IN)= 5811.15
IE (OUT)= 5811.05
 - c. RIM ELEV= 5817.26
IE (OUT)= 5812.77
IE (OUT)= 5814.65
IE (OUT)= 5810.65
- (U02) INSTALL DRYWELL PER DETAIL 8, SHEET C2. SEE ARCH. PLANS FOR BUILDING DOWNSPOUT CONNECTIONS.
RIM ELEV= 5815.0
IE (IN SOUTH)= 5810.75
IE (IN NORTH)= 5809.93
- (U03) INSTALL 6"Ø D3034 PVC PIPE @ S=2.0% MIN.
- (U04) INSTALL WATER SERVICE; SERVICE SIZE PER PLUMBING ENGINEER. CONTRACTOR TO CONFIRM LOCATION AND DEPTH OF WATER MAIN. TRENCH CONSTRUCTION PER DETAIL 5, SHEET C2. SEE DETAIL 6/C2 FOR POTABLE, NON-POTABLE WATER LINE SEPARATION REQUIREMENTS.
- (U05) INSTALL 4"Ø SEWER SERVICE @ S=2.0% MIN. TRENCH CONSTRUCTION PER DETAIL 5, SHEET C2.
- (U06) DISCONNECT, CLOSE CORP. STOP VALVE AND ABANDON EXISTING WATER SERVICE AT MAIN. REPAIR EXISTING ASPHALT PER DETAIL 4, SHEET C2.
- (U07) REMOVE EXISTING WATER METER, IRRIGATION CONTROL BOXES
- (U08) POWER POLE TO BE RELOCATED BY IDAHO POWER

SNOW STORAGE SUMMARY

PEDESTRIAN CIRCULATION AREAS= 1032 SF
 REQ'D SNOW STORAGE (30%)= 310 SF
 PROVIDED SNOW STORAGE (31%)= 325 SF

CONSTRUCTION NOTES

1. ALL CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE MOST CURRENT EDITION OF THE "IDAHO REGULATIONS FOR PUBLIC DRINKING WATER SYSTEMS," THE CURRENT EDITION OF THE "IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION" (ISPCW), AND CITY OF KETCHUM STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND KEEPING A COPY OF THE ISPCW ON SITE DURING CONSTRUCTION.
2. THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN ON THE PLANS IN AN APPROXIMATE WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING EXISTING UTILITIES PRIOR TO COMMENCING AND DURING THE CONSTRUCTION. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH RESULT FROM HIS FAILURE TO ACCURATELY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. CONTRACTOR SHALL CALL DIGLINE (1-800-342-1585) TO LOCATE ALL EXISTING UNDERGROUND UTILITIES.
3. 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, INCLUDING BUT NOT LIMITED TO, EPA'S NPDES CONSTRUCTION GENERAL PERMIT.
4. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION.
5. CONSTRUCTION OF WATER MAINS AND ALL OTHER RELATED APPURTENANCES SHALL BE IN ACCORDANCE WITH THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPCW), IDAPA 58.01.08, IDAHO RULES FOR PUBLIC DRINKING WATER SYSTEMS AND THE CITY OF KETCHUM UTILITIES DEPARTMENT STANDARDS.
6. CONTRACTOR SHALL PRESSURE TEST, DISINFECT, AND CONDUCT BIOLOGICAL TESTING IN ACCORDANCE WITH THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPCW), AMERICAN WATER WORKS ASSOCIATION (AWWA) STANDARDS, AND THE PRESSURE TESTING, DISINFECTION, AND MICROBIOLOGICAL TESTING PROCEDURES.
7. ALL WATER SUPPLY FIXTURES, FITTINGS, PIPING, AND ALL RELATED APPURTENANCES SHALL BE ANSINSF STD. 61 COMPLIANT.
8. ALL WATER SUPPLY FIXTURES, FITTINGS, PIPING, AND ALL RELATED APPURTENANCES SHALL COMPLY WITH THE LOW LEAD ACT REQUIRING ALL MATERIALS TO HAVE A LEAD CONTENT EQUAL TO OR LESS THAN 0.25%.
9. THE CONTRACTOR SHALL USE ANS/NSF STANDARD 60 CHEMICALS AND COMPOUNDS DURING INSTALLATION & DISINFECTION OF POTABLE WATER MAIN.
10. CONTRACTOR SHALL COORDINATE LOCATIONS OF DRY UTILITY FACILITIES (POWER, CABLE, PHONE, TV) NOT SHOWN ON THE DRAWING WITH IDAHO POWER.
11. ALL CLEARING & GRUBBING SHALL CONFORM TO ISPCW SECTION 201.
12. ALL EXCAVATION & EMBANKMENT SHALL CONFORM TO ISPCW SECTION 202. EXCAVATED SUBGRADE SHALL BE COMPACTED AND ALL UNSUITABLE SECTIONS REMOVED AND REPLACED WITH STRUCTURAL FILL AS DETERMINED BY THE ENGINEER. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99 OR ITD T-91.
13. ALL 2" MINUS GRAVEL SHALL CONFORM TO ISPCW 802, TYPE II (ITD STANDARD 703.04, 2"), SHALL BE PLACED IN CONFORMANCE WITH ISPCW SECTION 801 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 90% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99.
14. ALL 3/4" MINUS CRUSHED GRAVEL SHALL CONFORM TO ISPCW 802, TYPE I (ITD STANDARD 703.04, 3/4" B), SHALL BE PLACED IN CONFORMANCE WITH ISPCW SECTION 802 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99 OR ITD T-91.
15. ALL ASPHALTIC CONCRETE PAVEMENT WORK SHALL CONFORM TO ISPCW SECTION(S) 805, 810, AND 811 FOR CLASS I PAVEMENT. ASPHALT AGGREGATE SHALL BE 1 1/2" (13MM) NOMINAL SIZE CONFORMING TO TABLE 803B IN ISPCW SECTION 803. ASPHALT BINDER SHALL BE PG 58-28 CONFORMING TO TABLE A-1 IN ISPCW SECTION 805.
16. ALL EDGES OF EXISTING ASPHALT PAVING SHALL BE SAW CUT 24" TO PROVIDE A CLEAN PAVEMENT EDGE FOR MATCHING. NO WHEEL CUTTING SHALL BE ALLOWED.
17. 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).
18. ALL CONCRETE FORM WORK SHALL CONFORM TO ISPCW SECTION 701 AND 703. ALL CONCRETE SHALL BE 3,000 PSI MINIMUM, 28 DAY, AS DEFINED IN ISPCW SECTION 703, TABLE 1.C.
19. ALL TRENCHING SHALL CONFORM TO ISPCW STANDARD DRAWING SD-301. TRENCHES SHALL BE BACKFILLED AND COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99.
20. THE CONTRACTOR SHALL RETAIN AND PROTECT ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND/OR SURVEY CONTROL POINTS. IF ANY OF THE PREVIOUSLY LISTED ITEMS MUST BE REPLACED OR REMOVED, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO REMOVAL.
21. PER IDAHO CODE § 55-1613, THE CONTRACTOR SHALL RETAIN AND PROTECT ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS THAT ARE LOST OR DISTURBED BY CONSTRUCTION SHALL BE REESTABLISHED AND RE-MONUMENTED, AT THE EXPENSE OF THE AGENCY OR PERSON CAUSING THEIR LOSS OR DISTURBANCE AT THEIR ORIGINAL LOCATION OR BY SETTING OF A WITNESS CORNER OR REFERENCE POINT OR A REPLACEMENT BENCHMARK OR CONTROL POINT, BY OR UNDER THE DIRECTION OF A PROFESSIONAL LAND SURVEYOR.

LEGEND

| | | | |
|-----------------------|----------------------------|-----------------------|----------------------------|
| EXISTING ITEMS | | PROPOSED ITEMS | |
| — — — — — | PROPERTY LINE | — — — — — | Sewer Service |
| — — — — — | ADJOINERS PROPERTY LINE | — — — — — | Sewer Clean Out |
| — — — — — | CENTERLINE OF RIGHT-OF-WAY | — — — — — | Water Service |
| — — — — — | RETAINING WALL | — — — — — | Storm Pipe |
| — — — — — | EDGE OF GRAVEL | — — — — — | Flow Line |
| — — — — — | OVERHEAD POWER LINE | — — — — — | Catch Basin |
| — — — — — | 8" WATER MAIN | — — — — — | Drywell |
| — — — — — | 4" WATER MAIN | — — — — — | Concrete Curb and Gutter |
| — — — — — | WATER SERVICE | — — — — — | Proposed Concrete Sidewalk |
| — — — — — | 8" SEWER MAIN | — — — — — | Proposed Asphalt |
| — — — — — | 5' CONTOUR LINE | — — — — — | Proposed Sawcut |
| — — — — — | 1' CONTOUR LINE | — — — — — | Proposed Snow Storage |
| — — — — — | CURB & GUTTER | — — — — — | Proposed Spot Grade |
| — — — — — | ASPHALT | | |
| — — — — — | CONCRETE | | |
| — — — — — | BUILDING | | |
| — — — — — | WHITE PAVEMENT STRIPING | | |
| ○ | FOUND 5/8" REBAR | | |
| ○ | FOUND 1/2" REBAR | | |
| ○ | WATER VALVE | | |
| ○ | WATER METER | | |
| ○ | IRRIGATION VALVE BOX | | |
| ○ | GAS INFRASTRUCTURE | | |
| ○ | POWER POLE | | |
| ○ | GUYWIRE | | |
| ○ | TV RISER | | |
| ○ | CONTROL POINT | | |

| | |
|----------------------|--------------------------|
| ABBREVIATIONS | |
| FF ELEV | FINISH FLOOR |
| TBC | TOP BACK OF CURB |
| BSW | BACK OF SIDEWALK |
| MATCH | MATCH EXISTING ELEVATION |
| GB | GRADE BREAK |
| LP | LOW POINT |

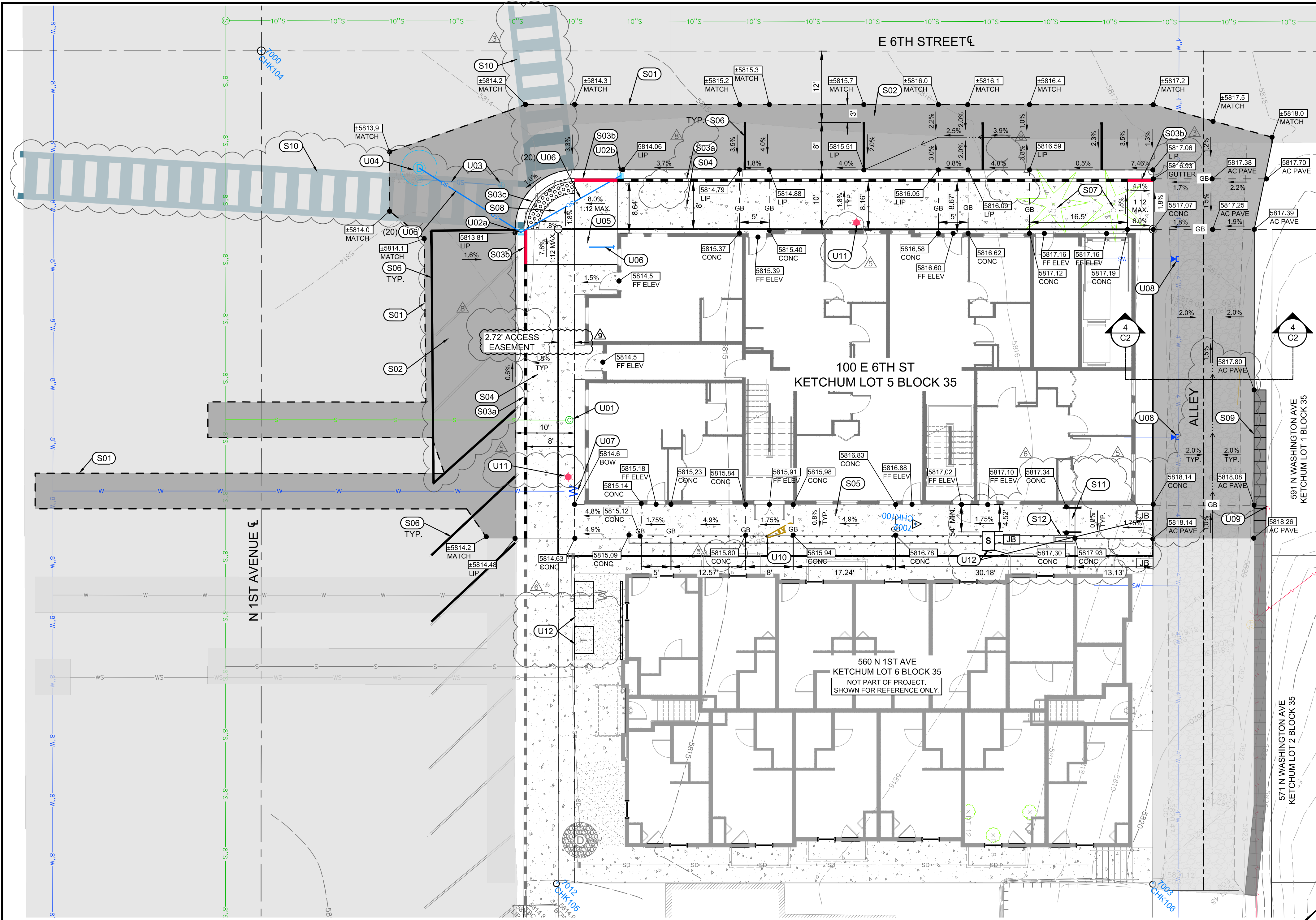
A SITE, GRADING, DRAINAGE, AND UTILITY PLAN FOR
560 N 1ST AVE
 LOCATED WITHIN SECTION 13, T.4 N., R.17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
 PREPARED FOR KETCHUM, IDAHO

| | | | |
|-----|----------|-----|---|
| NO. | DATE | BY | REVISIONS |
| 1 | 06/14/18 | SKS | ISSUE FOR DESIGN REVIEW |
| 2 | 08/17/18 | SKS | ISSUE FOR BUILDING PERMIT |
| 3 | 01/21/19 | SKS | BLD/1810-00084 12/18/18 COMMENT REVISION |
| 4 | 02/28/19 | SKS | BUILDING PERMIT REVISION-ALLEY IMPROVEMENTS |

DESIGNED BY: SKS
 DRAWN BY: SKS
 CHECKED BY: SKS
 REUSE OF DRAWINGS: These drawings, or any portion thereof, shall not be used on any Project or for any other Project without the written consent of Galena Engineering, Inc.

GALENA ENGINEERING, INC.
 Civil Engineers & Land Surveyors
 Halley, Idaho 83333
 (208) 788-1705
 (208) 788-4612 fax
 email galena@galena-engineering.com

C1



CONSTRUCTION KEYNOTES

- SITE IMPROVEMENTS**
- (S01) SAWCUT EXISTING ASPHALT TO PROVIDE FOR A CLEAN VERTICAL EDGE.
 - (S02) CONSTRUCT/REPAIR ASPHALT. SEE DETAIL 8, SHEET C2.
 - (S03) CONSTRUCT CONCRETE CURB AND GUTTER
 - a. 6" VERTICAL CURB AND GUTTER PER DETAIL 3, SHEET C2
 - b. CURB TRANSITION PER DETAIL 11, SHEET C2
 - c. ZERO REVEAL CURB AND GUTTER PER DETAIL 11, SHEET C2
 - (S04) CONSTRUCT CONCRETE SIDEWALK. WIDTH AS SHOWN HEREON. SEE DETAIL 1, SHEET C2.
 - (S05) CONSTRUCT CONCRETE SIDEWALK. WIDTH AS SHOWN HEREON. SEE DETAIL 2, SHEET C2.
 - (S06) INSTALL 4" WIDE WHITE PARKING PAVEMENT MARKING, MATCH EXISTING PARKING SPACE DIMENSIONS
 - (S07) REMOVE EXISTING TREES
 - (S08) CONSTRUCT ADA COMPLIANT PEDESTRIAN RAMP WITH TRUNCATED DOME DETECTABLE WARNING INSERT, TUFTILE OR APPROVED EQUAL.
 - (S09) PRECAST CONCRETE BLOCK WALL, BY OTHERS; TO BE INSTALLED BY APPLICANT
 - (S10) REMOVE EXISTING CROSSWALK PAVEMENT MARKINGS AND INSTALL 12" WIDE WHITE EDGE CROSSWALK PAVEMENT MARKINGS AND 24" WIDE WHITE INTERIOR CROSSWALK PAVEMENT MARKINGS
 - (S11) CONSTRUCT CONCRETE STAIRS WITH HANDRAIL PER DETAIL 1, SHEET C1.
 - (S12) CONSTRUCT WALL BY OTHERS, SEE ARCHITECTURAL PLANS.
 - (S13) TREE GRATE PER CITY OF KETCHUM STANDARDS

UTILITY IMPROVEMENTS

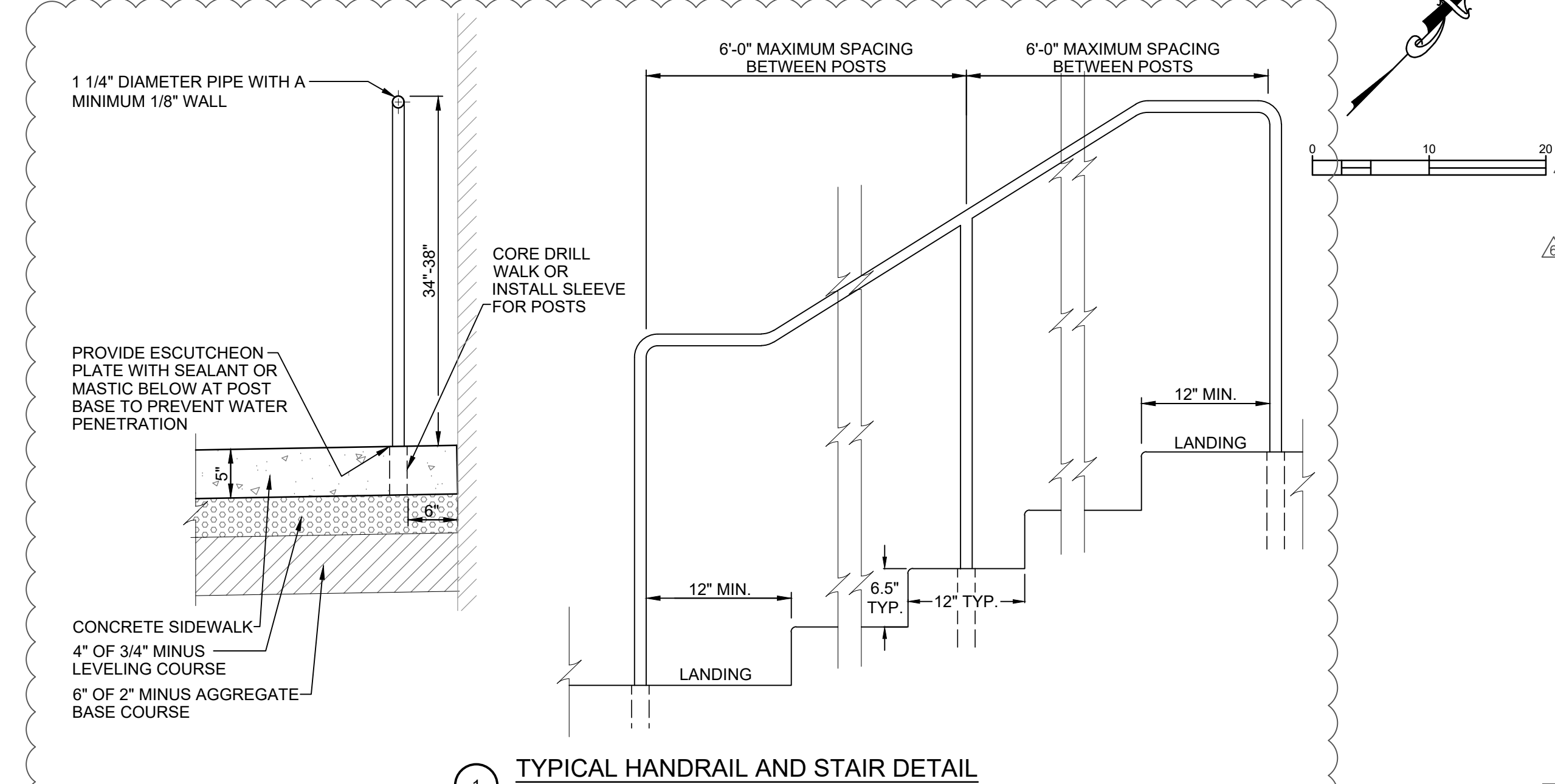
- (U01) INSTALL 4" Ø SEWER SERVICE @ S=2.0% MIN. CLEANOUT INV ELEV = 5806.94 TRENCH CONSTRUCTION PER DETAIL 5, 6 AND 7, SHEET C2.
- (U02) INSTALL 30" CONCRETE CATCH BASIN WITH SOLID LID AND 24" SUMP. SEE DETAIL 10, SHEET C2.
 - a. RIM ELEV = 5813.59
 - IE IN = 5808.93
 - IE OUT = 5808.83
 - b. RIM ELEV = 5813.83
 - IE OUT = 5809.33
- (U03) REMOVE EXISTING CATCH BASIN AND STORM SEWER PIPE.
- (U04) REMOVE EXISTING DRYWELL AND INSTALL NEW DRYWELL "A" PER DETAIL 9, SHEET C2. RIM ELEV= 5813.8 IE (IN EAST)= 5808.43
- (U05) INSTALL NEW DRYWELL "B" PER DETAIL 9, SHEET C2. PLACE EDGE OF VERTICAL CULVERT 6" MIN. FROM BACK OF SIDEWALK. CONNECT ROOF DRAINS PER ARCHITECT. RIM ELEV= 5813.94 IE (IN NORTHEAST)= PER ARCHITECT
- (U06) INSTALL 12" Ø D3034 PVC PIPE @ S=2.0% MIN.
- (U07) INSTALL WATER SERVICE; SERVICE SIZE PER PLUMBING ENGINEER. CONTRACTOR TO CONFIRM LOCATION AND DEPTH OF WATER MAIN. TRENCH CONSTRUCTION PER DETAIL 5, SHEET C2. SEE DETAIL 6, SHEET C2 FOR POTABLE, NON-POTABLE WATER LINE SEPARATION REQUIREMENTS.
- (U08) DISCONNECT, CLOSE CORP. STOP VALVE AND ABANDON EXISTING WATER SERVICE AT MAIN. REPAIR EXISTING ASPHALT PER DETAIL 8, SHEET C2.
- (U09) POWER GUY WIRE TO BE RELOCATED BY IDAHO POWER
- (U10) RELOCATE EXISTING GAS SERVICE. COORDINATE WITH INTERMOUNTAIN GAS COMPANY. LOCATION PER ARCHITECT
- (U11) INSTALL STREET LIGHT PER CITY OF KETCHUM STANDARDS
- (U12) PROPOSED TRANSFORMER, SECTOR BOX, JUNCTION BOX; CONTRACTOR TO COORDINATE WITH IDAHO POWER

CONSTRUCTION NOTES

1. ALL CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE MOST CURRENT EDITION OF THE "IDAHO REGULATIONS FOR PUBLIC DRINKING WATER SYSTEMS," THE CURRENT EDITION OF THE "IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION" (ISPCW), AND CITY OF KETCHUM STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND KEEPING A COPY OF THE ISPCW ON SITE DURING CONSTRUCTION.
2. THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN ON THE PLANS IN AN APPROXIMATE WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING EXISTING UTILITIES PRIOR TO COMMENCING AND DURING THE CONSTRUCTION. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH RESULT FROM HIS FAILURE TO ACCURATELY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. CONTRACTOR SHALL CALL DIGLINE (1-800-342-1585) TO LOCATE ALL EXISTING UNDERGROUND UTILITIES.
3. 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, INCLUDING BUT NOT LIMITED TO, EPA'S NPDES CONSTRUCTION GENERAL PERMIT.
4. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION.
5. CONSTRUCTION OF WATER MAINS AND ALL OTHER RELATED APPURTENANCES SHALL BE IN ACCORDANCE WITH THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPCW), IDAPA 58.01.08, IDAHO RULES FOR PUBLIC DRINKING WATER SYSTEMS AND THE CITY OF KETCHUM UTILITIES DEPARTMENT STANDARDS.
6. CONTRACTOR SHALL PRESSURE TEST, DISINFECT, AND CONDUCT BIOLOGICAL TESTING IN ACCORDANCE WITH THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPCW), AMERICAN WATER WORKS ASSOCIATION (AWWA) STANDARDS, AND THE PRESSURE TESTING, DISINFECTION, AND MICROBIOLOGICAL TESTING PROCEDURES.
7. ALL WATER SUPPLY FIXTURES, FITTINGS, PIPING, AND ALL RELATED APPURTENANCES SHALL BE ANS/ISF STD. 61 COMPLIANT.
8. ALL WATER SUPPLY FIXTURES, FITTINGS, PIPING, AND ALL RELATED APPURTENANCES SHALL COMPLY WITH THE LOW LEAD ACT REQUIRING ALL MATERIALS TO HAVE A LEAD CONTENT EQUAL TO OR LESS THAN 0.25%.
9. THE CONTRACTOR SHALL USE ANS/ISF STANDARD 60 CHEMICALS AND COMPOUNDS DURING INSTALLATION & DISINFECTION OF POTABLE WATER MAIN.
10. CONTRACTOR SHALL COORDINATE LOCATIONS OF DRY UTILITY FACILITIES (POWER, CABLE, PHONE, TV) NOT SHOWN ON THE DRAWING WITH IDAHO POWER.
11. ALL CLEARING & GRUBBING SHALL CONFORM TO ISPCW SECTION 201.
12. ALL EXCAVATION & EMBANKMENT SHALL CONFORM TO ISPCW SECTION 202. EXCAVATED SUBGRADE SHALL BE COMPACTED AND ALL UNSUITABLE SECTIONS REMOVED AND REPLACED WITH STRUCTURAL FILL AS DETERMINED BY THE ENGINEER. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99 OR ITD T-91.
13. ALL 2" MINUS GRAVEL SHALL CONFORM TO ISPCW 802, TYPE II (ITD STANDARD 703.04, 2") SHALL BE PLACED IN CONFORMANCE WITH ISPCW SECTION 801 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 90% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99.
14. ALL 3/4" MINUS CRUSHED GRAVEL SHALL CONFORM TO ISPCW 802, TYPE I (ITD STANDARD 703.04, 3/4" B), SHALL BE PLACED IN CONFORMANCE WITH ISPCW SECTION 802 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99 OR ITD T-91.
15. ALL ASPHALTIC CONCRETE PAVEMENT WORK SHALL CONFORM TO ISPCW SECTION 805, 810, AND 811 FOR CLASS II PAVEMENT. ASPHALT AGGREGATE SHALL BE 1/2" (13MM) NOMINAL SIZE CONFORMING TO TABLE 803B IN ISPCW SECTION 803. ASPHALT BINDER SHALL BE PG 58-28 CONFORMING TO TABLE A-1 IN ISPCW SECTION 805.
16. ALL EDGES OF EXISTING ASPHALT PAVING SHALL BE SAW CUT 24" TO PROVIDE A CLEAN PAVEMENT EDGE FOR MATCHING. NO WHEEL CUTTING SHALL BE ALLOWED.
17. 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).
18. ALL CONCRETE FORM WORK SHALL CONFORM TO ISPCW SECTION 701 AND 703. ALL CONCRETE SHALL BE 3,000 PSI MINIMUM, 28 DAY, AS DEFINED IN ISPCW SECTION 703, TABLE 1.C.
19. ALL TRENCHING SHALL CONFORM TO ISPCW STANDARD DRAWING SD-301. TRENCHES SHALL BE BACKFILLED AND COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99.
20. PER IDAHO CODE § 55-1613, THE CONTRACTOR SHALL RETAIN AND PROTECT ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS; ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS THAT ARE LOST OR DISTURBED BY CONSTRUCTION SHALL BE REESTABLISHED AND RE-MONUMENTED, AT THE EXPENSE OF THE AGENCY OR PERSON CAUSING THEIR LOSS OR DISTURBANCE AT THEIR ORIGINAL LOCATION OR BY SETTING OF A WITNESS CORNER OR REFERENCE POINT OR A REPLACEMENT BENCHMARK OR CONTROL POINT, BY OR UNDER THE DIRECTION OF A PROFESSIONAL LAND SURVEYOR.
21. CONTRACTOR SHALL INSTALL SIGN BASES IN THE RIGHT-OF-WAY AT BACK OF CURB PER DETAIL 12, SHEET C2; COORDINATE WITH CITY STREETS DEPARTMENT FOR LOCATION DURING CONSTRUCTION.

LEGEND

| | | |
|------------------------------|----------------------------|------------------------------|
| EXISTING ITEMS | PROPOSED ITEMS | |
| — PROPERTY LINE | — Sewer Service | — Sewer Clean Out |
| — ADJOINERS PROPERTY LINE | — Water Service | — Storm Pipe |
| — CENTERLINE OF RIGHT-OF-WAY | — Flow Line | — Catch Basin |
| — RETAINING WALL | — Catch Basin | — Drywell |
| — EDGE OF GRAVEL | — Concrete Curb and Gutter | — Proposed Concrete Sidewalk |
| — OVERHEAD POWER LINE | — Proposed Asphalt | — Proposed Sawcut |
| — 8" WATER MAIN | — Proposed Easement | — Proposed Landscape |
| — 4" WATER MAIN | — Proposed Spot Grade | — Proposed Transformer |
| — WATER SERVICE | — Proposed Transformer | |
| — 8" SEWER MAIN | | |
| — 5' CONTOUR LINE | | |
| — 1' CONTOUR LINE | | |
| — CURB & GUTTER | | |
| — ASPHALT | | |
| — CONCRETE | | |
| — BUILDING | | |
| — WHITE PAVEMENT STRIPING | | |
| ○ FOUND 5/8" REBAR | | |
| ○ FOUND 1/2" REBAR | | |
| ○ WATER VALVE | | |
| ○ WATER METER | | |
| ○ IRRIGATION VALVE BOX | | |
| ○ GAS INFRASTRUCTURE | | |
| ○ POWER POLE | | |
| ○ GUYWIRE | | |
| ○ TV RISER | | |
| ○ CONTROL POINT | | |



KETCHUM PD
 A SITE GRADING, DRAINAGE AND UTILITY PLAN FOR:
 LOCATED WITHIN SECTION 13, T.4 N., R.17 E., B.M., CITY OF HAILEY, BLAINE COUNTY, IDAHO
 PROJECT INFORMATION: P:\designing\1674awp\Construction\1674_Eng_BA-SE-KETCHUM.dwg 10/15/19 9:22:19 AM
 DESIGNED BY: SKS/STRM
 CHECKED BY: SKS/SBY
 REUSE OF DRAWINGS: This drawing and any information hereon shall not be used for any project or extension of this project except by agreement in writing with Galena Engineering, Inc.

| NO | DATE | BY | REVISIONS |
|----|----------|-----|--|
| 1 | 08/10/19 | SKS | MINOR GRADE CHANGE AND ADD STREET LIGHT |
| 2 | 08/28/19 | SKS | SOUTH SIDEWALK STAIR ADDITION; TRANSFORMER LOCATIONS |
| 3 | 09/17/19 | SKS | ADD TREE GRATES |
| 4 | 10/07/19 | SKS | REMOVE STREET TREES |
| 5 | 10/15/19 | SKS | ADD ACCESS EASEMENT; HEATED SIDEWALK |

C1

GALENA ENGINEERING, INC.

CIVIL ENGINEERING & LAND SURVEYING

Legal Description

**Section 13, Township 4 North, Range 17 East
Boise Meridian, City of Ketchum, Blaine County, Idaho**

A legal description for a parcel of land situated in Lot 6, Block 35, Ketchum Townsite, and being more particularly described as follows:

Commencing at a ½” rebar with Illegible Cap, marking the Southwest corner of Lot 6, Block 35, Ketchum Townsite, said point falling S 45°35’00” W 100.06 feet from a ½” rebar with Illegible Cap, marking the Southeast corner of said Lot 6, said Southwest corner being the TRUE POINT OF BEGINNING:

Thence N 45°35’00” E 2.72 feet, along the boundary common to Foxx Building Condos and said Lot 6, to a point;

Thence N 44°24’01” W 55.02 feet, being 2.72 feet distant and parallel to the Easterly right of way of First Avenue;

Thence S 45°35’24” W 2.72 feet, along the boundary common to Lot 5 and said Lot 6, to the Northwest corner of said Lot 6;

Thence S 44°24’01” E 55.02 feet, along the Easterly right of way of First Avenue, to the TRUE POINT OF BEGINNING:

Said parcel containing 150 Sq. Ft., more or less, as determined by computer methods.

End of Description





City of Ketchum

December 16, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Approve Encroachment Agreement 20438 with KETCH PDX, LLC

Recommendation and Summary

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

I move to authorize the Mayor to approve the Encroachment Agreement 20438 with KETCH PDX, LLC for snow melt within the public sidewalks on First Avenue and 6th Street.

The reasons for the recommendation are as follows:

- The improvements were agreed to by the City and property owner and will improve pedestrian access in the winter.
- The property owner is responsible for installation, maintenance and repair of the snow melt system in the public right-of-way.

Introduction and History

As part of the KETCH I and II projects, a snow melt system is proposed to be installed within the public sidewalks adjacent to the projects on First Avenue and 6th Street. The property owner will be responsible for maintaining and repairing the system. The obligation is documented through an encroachment agreement.

Analysis

As conditioned, the proposed snow melt system will be in working order during the winter. The system will limit the accumulation of snow and ice on the sidewalks adjacent to the projects. City staff is in support of the proposed snow melt system.

Financial Impact

There is no financial impact as a result of this encroachment.

Attachments:

Encroachment Agreement 20438

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 20428

THIS AGREEMENT, made and entered into this ____ day of _____, 2019, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho and KETCHUM PDX LLC and KETCHUM 2 PDX LLC (collectively referred to as "Owner") who address is PO Box 96068, Portland Oregon, 97296

RECITALS

WHEREAS, Owner is the representative of real property described as KETCH PDX LLC and KETCH PDX 2 LLC ("Subject Property"), located within the City of Ketchum, State of Idaho; and

WHEREAS, Owner wishes to install a snow-melt system in city right-of-way at 560 First Avenue and 100 E 6th Street in Ketchum, Idaho. The 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;

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 and maintain a snow melt system identified in Exhibit "A" within the public right-of-way on First Avenue and 6th Street in Ketchum, Idaho, until notified by Ketchum to remove the same. Ketchum agrees to provide 180 days prior written notice to Owner to remove the Improvements.

2. Owner shall be responsible for the maintenance, repair and replacement of the snow melt system and associated improvements, due to failures from installation, use, or other damage of the snow-melt system that may occur. Such maintenance, repair, and replacement shall occur upon notice by Ketchum. It shall be up to the owner's discretion of when to implement and terminate usage of the snow melt system.

3. 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.

4. 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.

5. 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.

6. This Agreement shall be a covenant running with the Subject Property and the terms and provisions hereof shall inure to the benefit of and be binding upon the parties and the respective heirs, personal representatives, successors and assigns of the parties hereof.

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

12. 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.

KETCHUM PDX LLC:

Mark R. Madden Revocable Living Trust
Manager/Member of Ketchum PDX LLC

By: _____
Mark R. Madden
Its: Trustee

CITY OF KETCHUM:

By: _____
Neil Bradshaw
Its: Mayor

KETCHUM 2 PDX LLC:

Mark R. Madden Revocable Living Trust
Manager/Member of Ketchum 2 PDX LLC

By: _____
Mark R. Madden
Its: Trustee

STATE OF OREGON,)
) ss.
County of Multnomah.)

On this _____ day of _____, 2019, before me, the undersigned Notary Public in and for said State, personally appeared MARK R. MADDEN, known or identified to me to be the representative of KETCHUM PDX LLC and KETCHUM 2 PDX LLC, and person who executed the foregoing instrument and acknowledged to me that he executed the same.

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

Notary Public for _____
Residing at _____
Commission expires _____

STATE OF IDAHO)
) ss.
County of Blaine)

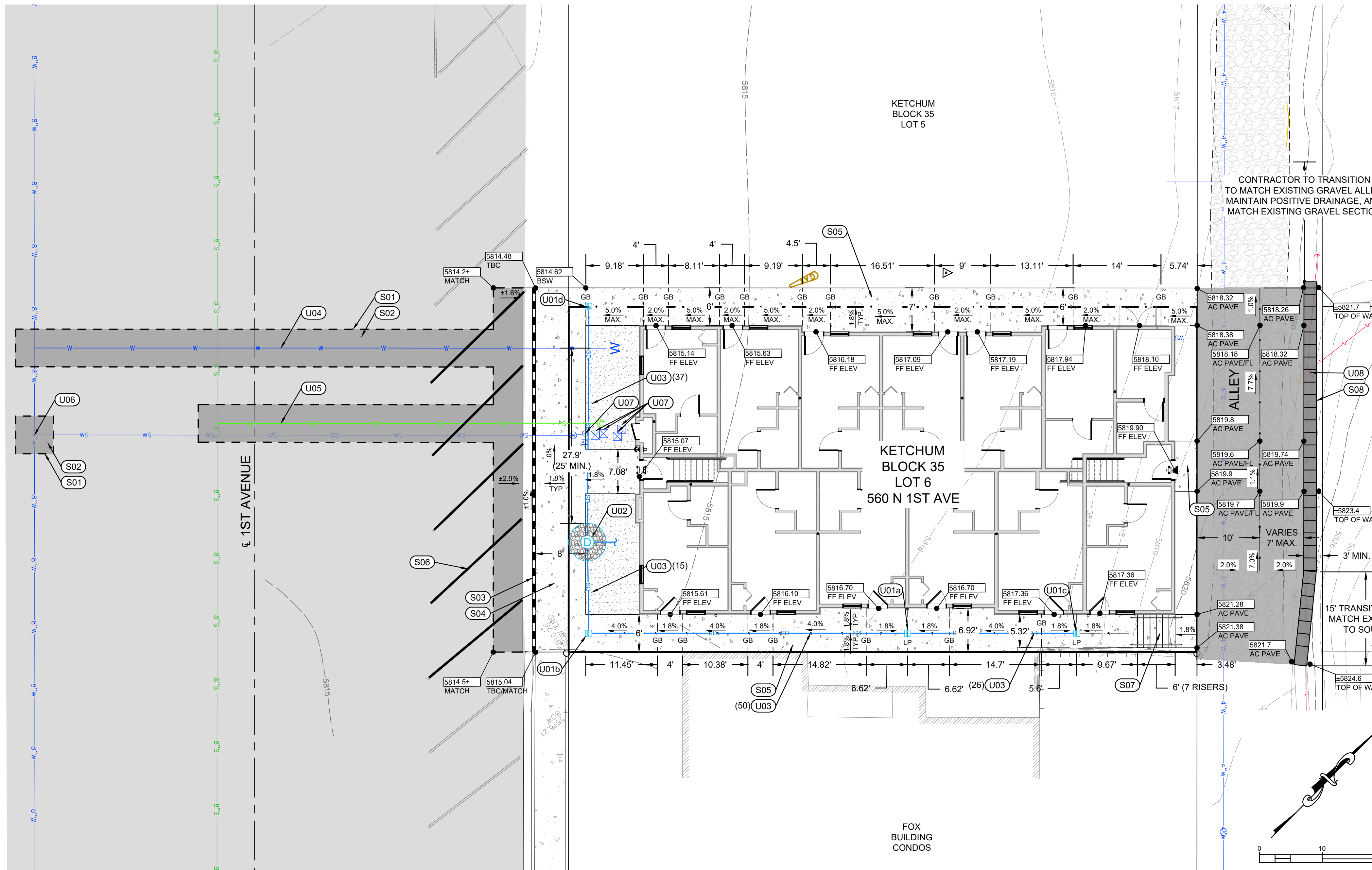
On this ____ day of _____, 2019, before me, the undersigned Notary Public in and for said State, personally appeared NEIL BRADSHAW, known or identified to me to be the Mayor of the CITY OF KETCHUM, IDAHO, and the person who executed the foregoing instrument on behalf of said municipal corporation and 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"

EXHIBIT "B"



CONSTRUCTION KEYNOTES

SITE IMPROVEMENTS

- (S01) SAWCUT EXISTING ASPHALT TO PROVIDE FOR A CLEAN VERTICAL EDGE.
- (S02) CONSTRUCT/REPAIR ASPHALT. SEE DETAIL 4, SHEET C2.
- (S03) CONSTRUCT CONCRETE CURB AND GUTTER PER DETAIL 3, SHEET C2.
- (S04) CONSTRUCT CONCRETE SIDEWALK. WIDTH AS SHOWN HEREON. SEE DETAIL 1, SHEET C2.
- (S05) CONSTRUCT CONCRETE SIDEWALK. WIDTH AS SHOWN HEREON. SEE DETAIL 2, SHEET C2.
- (S06) INSTALL 4" WIDE WHITE PARKING PAVEMENT MARKING; MATCH EXISTING PARKING SPACE DIMENSIONS
- (S07) INSTALL CONCRETE STAIRS WITH HANDRAIL PER DETAIL 10, SHEET C2.
- (S08) NON-ENGINEERED PRECAST CONCRETE BLOCK WALL, BY OTHERS

UTILITY IMPROVEMENTS

- (U01) INSTALL CATCH BASIN PER DETAIL 9, SHEET C2.
 - a. RIM ELEV= 5816.56
IE (IN)= 5812.25
IE (OUT)= 5812.15
 - b. RIM ELEV= 5815.05
IE (IN)= 5811.15
IE (OUT)= 5811.05
 - c. RIM ELEV= 5817.26
IE (OUT)= 5812.77
IE (OUT)= 5814.65
IE (OUT)= 5810.65
- (U02) INSTALL DRYWELL PER DETAIL 8, SHEET C2. SEE ARCH. PLANS FOR BUILDING DOWNSPOUT CONNECTIONS.
RIM ELEV= 5815.0
IE (IN SOUTH)= 5810.75
IE (IN NORTH)= 5809.93
- (U03) INSTALL 6"Ø D3034 PVC PIPE @ S=2.0% MIN.
- (U04) INSTALL WATER SERVICE; SERVICE SIZE PER PLUMBING ENGINEER. CONTRACTOR TO CONFIRM LOCATION AND DEPTH OF WATER MAIN. TRENCH CONSTRUCTION PER DETAIL 5, SHEET C2. SEE DETAIL 6/C2 FOR POTABLE, NON-POTABLE WATER LINE SEPARATION REQUIREMENTS.
- (U05) INSTALL 4"Ø SEWER SERVICE @ S=2.0% MIN. TRENCH CONSTRUCTION PER DETAIL 5, SHEET C2.
- (U06) DISCONNECT, CLOSE CORP. STOP VALVE AND ABANDON EXISTING WATER SERVICE AT MAIN. REPAIR EXISTING ASPHALT PER DETAIL 4, SHEET C2.
- (U07) REMOVE EXISTING WATER METER, IRRIGATION CONTROL BOXES
- (U08) POWER POLE TO BE RELOCATED BY IDAHO POWER

SNOW STORAGE SUMMARY

PEDESTRIAN CIRCULATION AREAS= 1032 SF
 REQ'D SNOW STORAGE (30%)= 310 SF
 PROVIDED SNOW STORAGE (31%)= 325 SF

CONSTRUCTION NOTES

1. ALL CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE MOST CURRENT EDITION OF THE "IDAHO REGULATIONS FOR PUBLIC DRINKING WATER SYSTEMS," THE CURRENT EDITION OF THE "IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION" (ISPCW), AND CITY OF KETCHUM STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND KEEPING A COPY OF THE ISPCW ON SITE DURING CONSTRUCTION.
2. THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN ON THE PLANS IN AN APPROXIMATE WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING EXISTING UTILITIES PRIOR TO COMMENCING AND DURING THE CONSTRUCTION. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH RESULT FROM HIS FAILURE TO ACCURATELY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. CONTRACTOR SHALL CALL DIGLINE (1-800-342-1585) TO LOCATE ALL EXISTING UNDERGROUND UTILITIES.
3. 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, INCLUDING BUT NOT LIMITED TO, EPA'S NPDES CONSTRUCTION GENERAL PERMIT.
4. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION.
5. CONSTRUCTION OF WATER MAINS AND ALL OTHER RELATED APPURTENANCES SHALL BE IN ACCORDANCE WITH THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPCW), IDAPA 58.01.08, IDAHO RULES FOR PUBLIC DRINKING WATER SYSTEMS AND THE CITY OF KETCHUM UTILITIES DEPARTMENT STANDARDS.
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16. ALL EDGES OF EXISTING ASPHALT PAVING SHALL BE SAW CUT 24" TO PROVIDE A CLEAN PAVEMENT EDGE FOR MATCHING. NO WHEEL CUTTING SHALL BE ALLOWED.
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20. THE CONTRACTOR SHALL RETAIN AND PROTECT ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND/OR SURVEY CONTROL POINTS. IF ANY OF THE PREVIOUSLY LISTED ITEMS MUST BE REPLACED OR REMOVED, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO REMOVAL.
21. PER IDAHO CODE § 55-1613, THE CONTRACTOR SHALL RETAIN AND PROTECT ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS THAT ARE LOST OR DISTURBED BY CONSTRUCTION SHALL BE REESTABLISHED AND RE-MONUMENTED, AT THE EXPENSE OF THE AGENCY OR PERSON CAUSING THEIR LOSS OR DISTURBANCE AT THEIR ORIGINAL LOCATION OR BY SETTING OF A WITNESS CORNER OR REFERENCE POINT OR A REPLACEMENT BENCHMARK OR CONTROL POINT, BY OR UNDER THE DIRECTION OF A PROFESSIONAL LAND SURVEYOR.

LEGEND

| | |
|--------------------------------|--------------------------------|
| EXISTING ITEMS | PROPOSED ITEMS |
| --- PROPERTY LINE | --- Sewer Service |
| --- ADJOINERS PROPERTY LINE | --- Sewer Clean Out |
| --- CENTERLINE OF RIGHT-OF-WAY | --- Water Service |
| --- RETAINING WALL | --- Storm Pipe |
| --- EDGE OF GRAVEL | --- Flow Line |
| --- OVERHEAD POWER LINE | --- Catch Basin |
| --- 8" WATER MAIN | --- Drywell |
| --- 4" WATER MAIN | --- Concrete Curb and Gutter |
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| --- 8" SEWER MAIN | --- Proposed Asphalt |
| --- 5' CONTOUR LINE | --- Proposed Sawcut |
| --- 1' CONTOUR LINE | --- Proposed Snow Storage |
| --- CURB & GUTTER | --- Proposed Spot Grade |
| --- ASPHALT | |
| --- CONCRETE | |
| --- BUILDING | |
| --- WHITE PAVEMENT STRIPING | |
| ○ FOUND 5/8" REBAR | |
| ○ FOUND 1/2" REBAR | |
| ○ WATER VALVE | |
| ○ WATER METER | |
| ○ IRRIGATION VALVE BOX | |
| ○ GAS INFRASTRUCTURE | |
| ○ POWER POLE | |
| ○ GUYWIRE | |
| ○ TV RISER | |
| ○ CONTROL POINT | |

ABBREVIATIONS

FF ELEV FINISH FLOOR
 TBC TOP BACK OF CURB
 BSW BACK OF SIDEWALK
 MATCH MATCH EXISTING ELEVATION
 GB GRADE BREAK
 LP LOW POINT

560 N 1ST AVE
 LOCATED WITHIN SECTION 13, T.4 N., R.17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
 PREPARED FOR KETCHUM, LLC

| | | | |
|----|----------|-----|---|
| NO | DATE | BY | REVISIONS |
| 1 | 06/14/18 | SKS | ISSUE FOR DESIGN REVIEW |
| 2 | 08/17/18 | SKS | ISSUE FOR BUILDING PERMIT |
| 3 | 01/21/19 | SKS | BLD/1810-00084 12/18/18 COMMENT REVISION |
| 4 | 02/28/19 | SKS | BUILDING PERMIT REVISION-ALLEY IMPROVEMENTS |

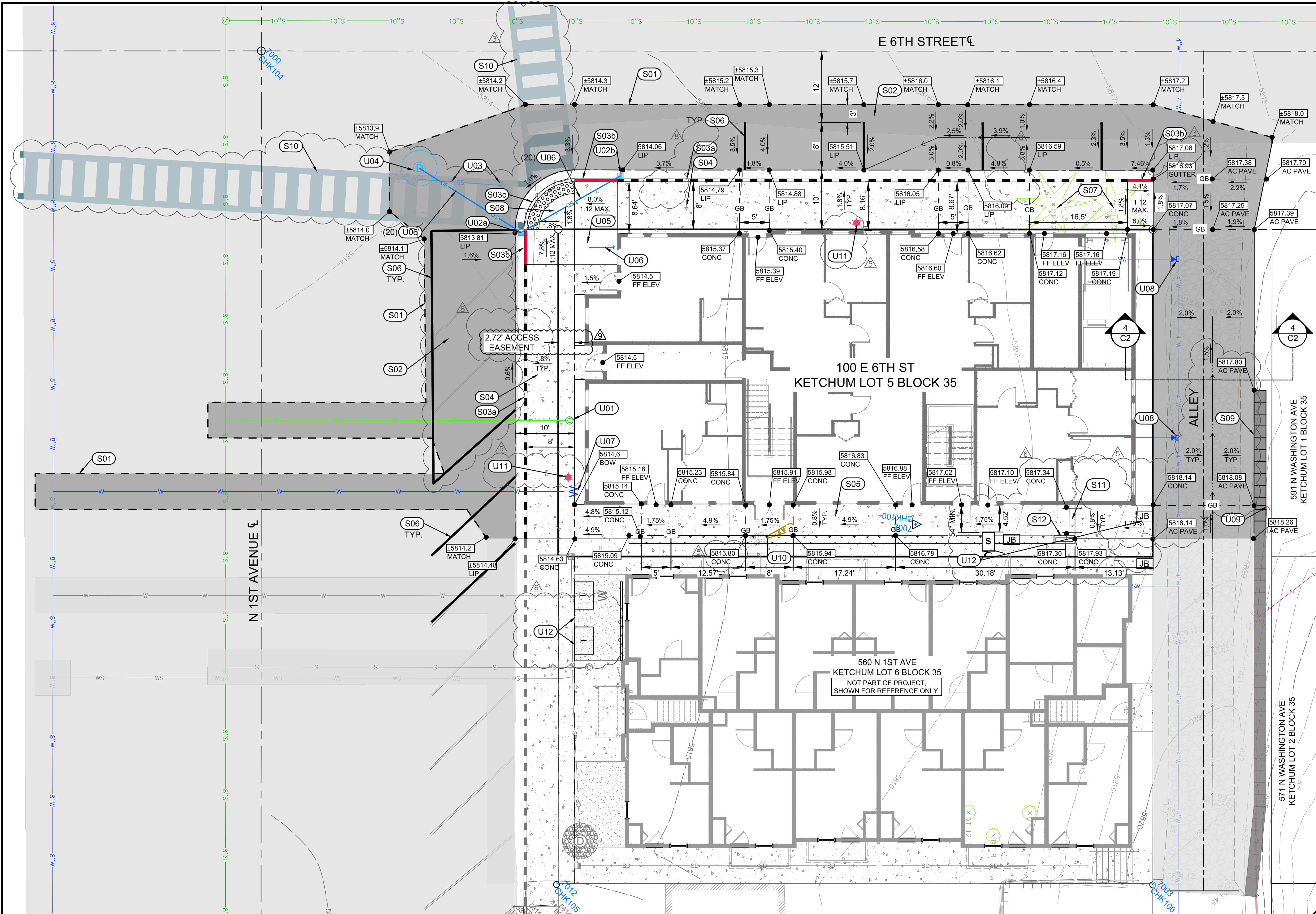
DESIGNED BY: SKS
 DRAWN BY: SKS
 CHECKED BY: SKS

REUSE OF DRAWINGS
 These drawings, or any portion thereof, shall not be used on any Project or other Project without the prior written consent of Galena Engineering, Inc.

GALENA ENGINEERING, INC.
 Civil Engineers & Land Surveyors
 Halley, Idaho 83333
 (208) 788-1705
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PROFESSIONAL ENGINEER
 17618
 STATE OF IDAHO
 S.M. ANTHONY STAHN REGISTERED

C1



CONSTRUCTION KEYNOTES

SITE IMPROVEMENTS

- (S01) SAWCUT EXISTING ASPHALT TO PROVIDE FOR A CLEAN VERTICAL EDGE.
- (S02) CONSTRUCT/REPAIR ASPHALT. SEE DETAIL 8, SHEET C2.
- (S03) CONSTRUCT CONCRETE CURB AND GUTTER
 - a. 6" VERTICAL CURB AND GUTTER PER DETAIL 3, SHEET C2
 - b. CURB TRANSITION PER DETAIL 11, SHEET C2
 - c. ZERO REVEAL CURB AND GUTTER PER DETAIL 11, SHEET C2
- (S04) CONSTRUCT CONCRETE SIDEWALK. WIDTH AS SHOWN HEREON. SEE DETAIL 1, SHEET C2.
- (S05) CONSTRUCT CONCRETE SIDEWALK. WIDTH AS SHOWN HEREON. SEE DETAIL 2, SHEET C2.
- (S06) INSTALL 4" WIDE WHITE PARKING PAVEMENT MARKING, MATCH EXISTING PARKING SPACE DIMENSIONS
- (S07) REMOVE EXISTING TREES
- (S08) CONSTRUCT ADA COMPLIANT PEDESTRIAN RAMP WITH TRUNCATED DOME DETECTABLE WARNING INSERT, TUFTILE OR APPROVED EQUAL.
- (S09) PRECAST CONCRETE BLOCK WALL, BY OTHERS; TO BE INSTALLED BY APPLICANT
- (S10) REMOVE EXISTING CROSSWALK PAVEMENT MARKINGS AND INSTALL 12" WIDE WHITE EDGE CROSSWALK PAVEMENT MARKINGS AND 24" WIDE WHITE INTERIOR CROSSWALK PAVEMENT MARKINGS
- (S11) CONSTRUCT CONCRETE STAIRS WITH HANDRAIL PER DETAIL 1, SHEET C1.
- (S12) CONSTRUCT WALL BY OTHERS, SEE ARCHITECTURAL PLANS.
- (S13) TREE GRATE PER CITY OF KETCHUM STANDARDS

UTILITY IMPROVEMENTS

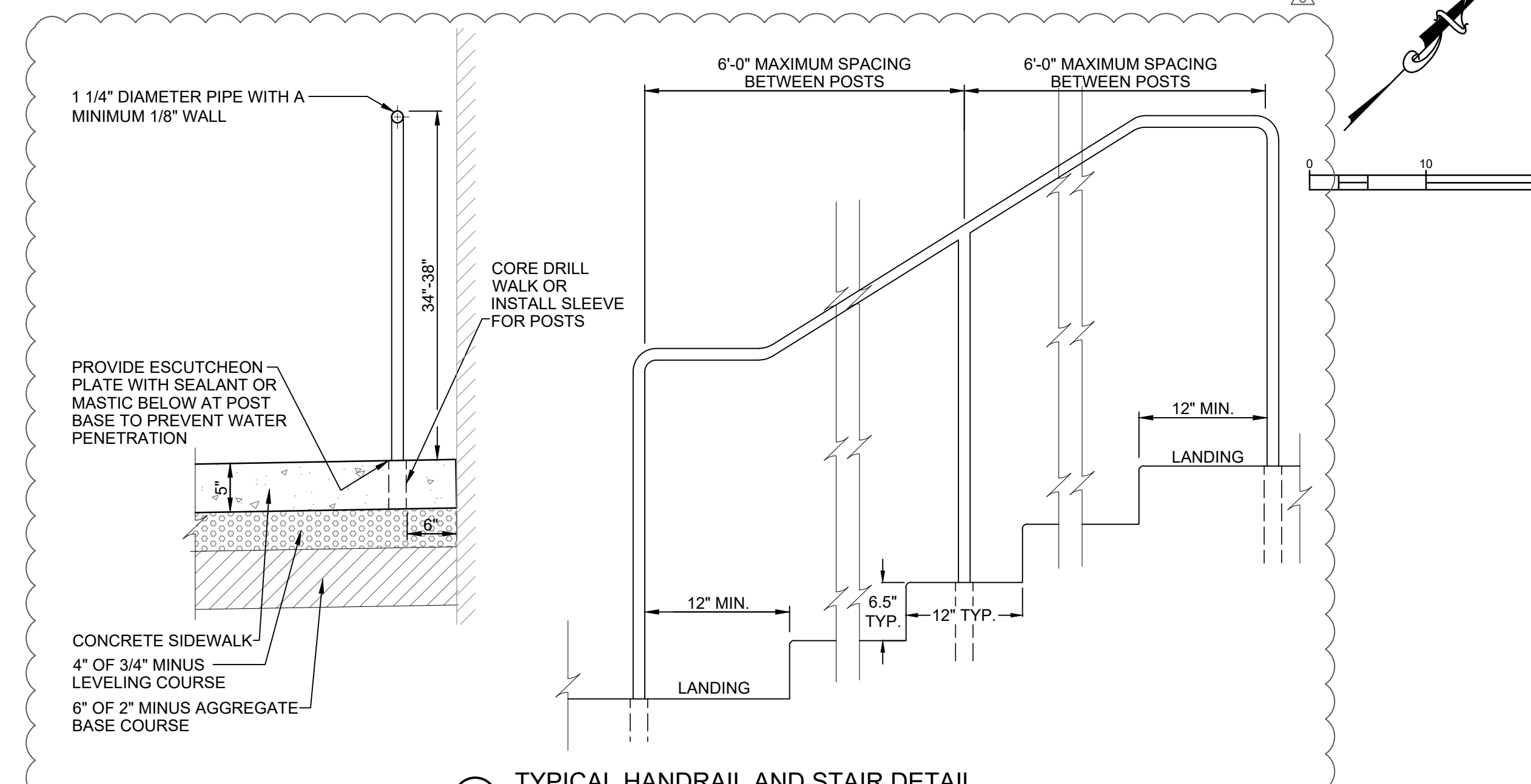
- (U01) INSTALL 4" Ø SEWER SERVICE @ S=2.0% MIN. CLEANOUT INV ELEV = 5806.94 TRENCH CONSTRUCTION PER DETAIL 5, 6 AND 7, SHEET C2.
- (U02) INSTALL 30" CONCRETE CATCH BASIN WITH SOLID LID AND 24" SUMP. SEE DETAIL 10, SHEET C2.
 - a. RIM ELEV = 5813.59
 - IE IN = 5808.93
 - IE OUT = 5808.83
 - b. RIM ELEV = 5813.83
 - IE OUT = 5809.33
- (U03) REMOVE EXISTING CATCH BASIN AND STORM SEWER PIPE.
- (U04) REMOVE EXISTING DRYWELL AND INSTALL NEW DRYWELL "A" PER DETAIL 9, SHEET C2. RIM ELEV= 5813.8 IE (IN EAST)= 5808.43
- (U05) INSTALL NEW DRYWELL "B" PER DETAIL 9, SHEET C2. PLACE EDGE OF VERTICAL CULVERT 6" MIN. FROM BACK OF SIDEWALK. CONNECT ROOF DRAINS PER ARCHITECT. RIM ELEV= 5813.94 IE (IN NORTHEAST)= PER ARCHITECT
- (U06) INSTALL 12" Ø D3034 PVC PIPE @ S=2.0% MIN.
- (U07) INSTALL WATER SERVICE; SERVICE SIZE PER PLUMBING ENGINEER. CONTRACTOR TO CONFIRM LOCATION AND DEPTH OF WATER MAIN. TRENCH CONSTRUCTION PER DETAIL 5, SHEET C2. SEE DETAIL 6, SHEET C2 FOR POTABLE, NON-POTABLE WATER LINE SEPARATION REQUIREMENTS.
- (U08) DISCONNECT, CLOSE CORP. STOP VALVE AND ABANDON EXISTING WATER SERVICE AT MAIN. REPAIR EXISTING ASPHALT PER DETAIL 8, SHEET C2.
- (U09) POWER GUY WIRE TO BE RELOCATED BY IDAHO POWER
- (U10) RELOCATE EXISTING GAS SERVICE. COORDINATE WITH INTERMOUNTAIN GAS COMPANY. LOCATION PER ARCHITECT
- (U11) INSTALL STREET LIGHT PER CITY OF KETCHUM STANDARDS
- (U12) PROPOSED TRANSFORMER, SECTOR BOX, JUNCTION BOX; CONTRACTOR TO COORDINATE WITH IDAHO POWER

CONSTRUCTION NOTES

1. ALL CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE MOST CURRENT EDITION OF THE "IDAHO REGULATIONS FOR PUBLIC DRINKING WATER SYSTEMS," THE CURRENT EDITION OF THE "IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION" (ISPCW), AND CITY OF KETCHUM STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND KEEPING A COPY OF THE ISPCW ON SITE DURING CONSTRUCTION.
2. THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN ON THE PLANS IN AN APPROXIMATE WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING EXISTING UTILITIES PRIOR TO COMMENCING AND DURING THE CONSTRUCTION. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH RESULT FROM HIS FAILURE TO ACCURATELY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. CONTRACTOR SHALL CALL DIGLINE (1-800-342-1585) TO LOCATE ALL EXISTING UNDERGROUND UTILITIES.
3. 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, INCLUDING BUT NOT LIMITED TO, EPA'S NPDES CONSTRUCTION GENERAL PERMIT.
4. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION.
5. CONSTRUCTION OF WATER MAINS AND ALL OTHER RELATED APPURTENANCES SHALL BE IN ACCORDANCE WITH THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPCW), IDAPA 58.01.08, IDAHO RULES FOR PUBLIC DRINKING WATER SYSTEMS AND THE CITY OF KETCHUM UTILITIES DEPARTMENT STANDARDS.
6. CONTRACTOR SHALL PRESSURE TEST, DISINFECT, AND CONDUCT BIOLOGICAL TESTING IN ACCORDANCE WITH THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPCW), AMERICAN WATER WORKS ASSOCIATION (AWWA) STANDARDS, AND THE PRESSURE TESTING, DISINFECTION, AND MICROBIOLOGICAL TESTING PROCEDURES.
7. ALL WATER SUPPLY FIXTURES, FITTINGS, PIPING, AND ALL RELATED APPURTENANCES SHALL BE ANS/ISF STD. 61 COMPLIANT.
8. ALL WATER SUPPLY FIXTURES, FITTINGS, PIPING, AND ALL RELATED APPURTENANCES SHALL COMPLY WITH THE LOW LEAD ACT REQUIRING ALL MATERIALS TO HAVE A LEAD CONTENT EQUAL TO OR LESS THAN 0.25%.
9. THE CONTRACTOR SHALL USE ANS/ISF STANDARD 60 CHEMICALS AND COMPOUNDS DURING INSTALLATION & DISINFECTION OF POTABLE WATER MAIN.
10. CONTRACTOR SHALL COORDINATE LOCATIONS OF DRY UTILITY FACILITIES (POWER, CABLE, PHONE, TV) NOT SHOWN ON THE DRAWING WITH IDAHO POWER.
11. ALL CLEARING & GRUBBING SHALL CONFORM TO ISPCW SECTION 201.
12. ALL EXCAVATION & EMBANKMENT SHALL CONFORM TO ISPCW SECTION 202. EXCAVATED SUBGRADE SHALL BE COMPACTED AND ALL UNSUITABLE SECTIONS REMOVED AND REPLACED WITH STRUCTURAL FILL AS DETERMINED BY THE ENGINEER. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99 OR ITD T-91.
13. ALL 2" MINUS GRAVEL SHALL CONFORM TO ISPCW 802, TYPE II (ITD STANDARD 703.04, 2"). SHALL BE PLACED IN CONFORMANCE WITH ISPCW SECTION 801 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 90% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99.
14. ALL 3/4" MINUS CRUSHED GRAVEL SHALL CONFORM TO ISPCW 802, TYPE I (ITD STANDARD 703.04, 3/4" B). SHALL BE PLACED IN CONFORMANCE WITH ISPCW SECTION 802 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99 OR ITD T-91.
15. ALL ASPHALTIC CONCRETE PAVEMENT WORK SHALL CONFORM TO ISPCW SECTION 805, 810, AND 811 FOR CLASS II PAVEMENT. ASPHALT AGGREGATE SHALL BE 1/2" (13MM) NOMINAL SIZE CONFORMING TO TABLE 803B IN ISPCW SECTION 803. ASPHALT BINDER SHALL BE PG 58-28 CONFORMING TO TABLE A-1 IN ISPCW SECTION 805.
16. ALL EDGES OF EXISTING ASPHALT PAVING SHALL BE SAW CUT 24" TO PROVIDE A CLEAN PAVEMENT EDGE FOR MATCHING. NO WHEEL CUTTING SHALL BE ALLOWED.
17. 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).
18. ALL CONCRETE FORM WORK SHALL CONFORM TO ISPCW SECTION 701 AND 703. ALL CONCRETE SHALL BE 3,000 PSI MINIMUM, 28 DAY, AS DEFINED IN ISPCW SECTION 703, TABLE 1.C.
19. ALL TRENCHING SHALL CONFORM TO ISPCW STANDARD DRAWING SD-301. TRENCHES SHALL BE BACKFILLED AND COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99.
20. PER IDAHO CODE §§ 55-1613, THE CONTRACTOR SHALL RETAIN AND PROTECT ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS; ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS THAT ARE LOST OR DISTURBED BY CONSTRUCTION SHALL BE REESTABLISHED AND RE-MONUMENTED, AT THE EXPENSE OF THE AGENCY OR PERSON CAUSING THEIR LOSS OR DISTURBANCE AT THEIR ORIGINAL LOCATION OR BY SETTING OF A WITNESS CORNER OR REFERENCE POINT OR A REPLACEMENT BENCHMARK OR CONTROL POINT, BY OR UNDER THE DIRECTION OF A PROFESSIONAL LAND SURVEYOR.
21. CONTRACTOR SHALL INSTALL SIGN BASES IN THE RIGHT-OF-WAY AT BACK OF CURB PER DETAIL 12, SHEET C2; COORDINATE WITH CITY STREETS DEPARTMENT FOR LOCATION DURING CONSTRUCTION.

LEGEND

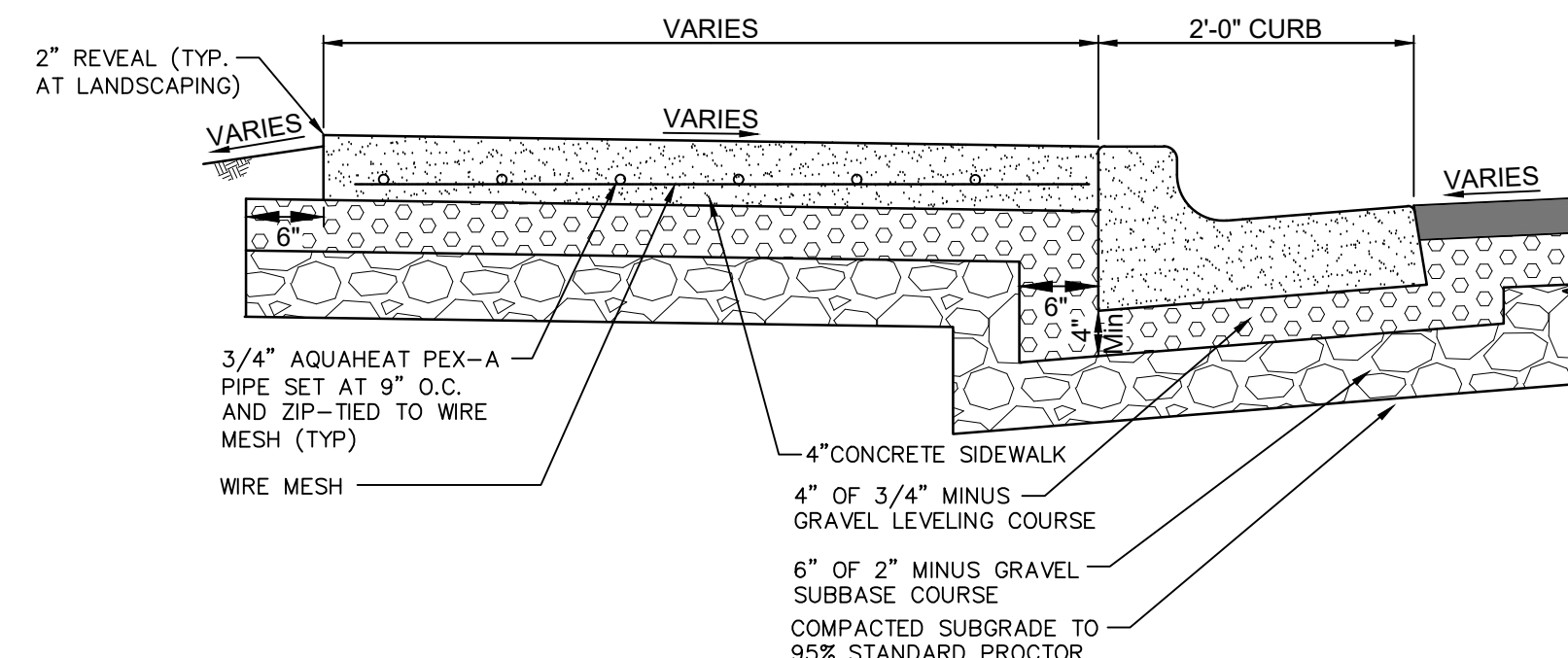
| | | |
|------------------------------|------------------------------|------------------------------|
| EXISTING ITEMS | PROPOSED ITEMS | |
| — PROPERTY LINE | — Sewer Service | — Sewer Service |
| — ADJOINERS PROPERTY LINE | — Water Clean Out | — Water Clean Out |
| — CENTERLINE OF RIGHT-OF-WAY | — Water Service | — Water Service |
| — RETAINING WALL | — Storm Pipe | — Storm Pipe |
| — EDGE OF GRAVEL | — Flow Line | — Flow Line |
| — OVERHEAD POWER LINE | — Catch Basin | — Catch Basin |
| — 8" WATER MAIN | — Drywell | — Drywell |
| — 4" WATER MAIN | — Concrete Curb and Gutter | — Concrete Curb and Gutter |
| — WATER SERVICE | — Proposed Concrete Sidewalk | — Proposed Concrete Sidewalk |
| — 8" SEWER MAIN | — Proposed Asphalt | — Proposed Asphalt |
| — 5' CONTOUR LINE | — Proposed Sawcut | — Proposed Sawcut |
| — 1' CONTOUR LINE | — Proposed Easement | — Proposed Easement |
| — CURB & GUTTER | — Proposed Landscape | — Proposed Landscape |
| — ASPHALT | — Proposed Spot Grade | — Proposed Spot Grade |
| — CONCRETE | — Proposed Transformer | — Proposed Transformer |
| — BUILDING | | |
| — WHITE PAVEMENT STRIPING | | |
| ○ FOUND 5/8" REBAR | | |
| ○ FOUND 1/2" REBAR | | |
| ○ WATER VALVE | | |
| ○ WATER METER | | |
| ○ IRRIGATION VALVE BOX | | |
| ○ GAS INFRASTRUCTURE | | |
| ○ POWER POLE | | |
| ○ GUYWIRE | | |
| ○ TV RISER | | |
| ○ CONTROL POINT | | |



KETCHUM PD
 A SITE GRADING, DRAINAGE AND UTILITY PLAN FOR:
 LOCATED WITHIN SECTION 13, T.4 N., R.17 E., B.M., CITY OF HAILEY, BLAINE COUNTY, IDAHO
 PROJECT INFORMATION: P:\design\1674\dwg\Construction\1674_Eng Base-Ketchum.dwg 10/15/19 9:22:19 AM
 DESIGNED BY: SKS/STRM
 CHECKED BY: SKS/STRM
 REUSE OF DRAWINGS: This drawing and any information hereon shall not be used for any project or extension of this project except by agreement in writing with Galena Engineering, Inc.

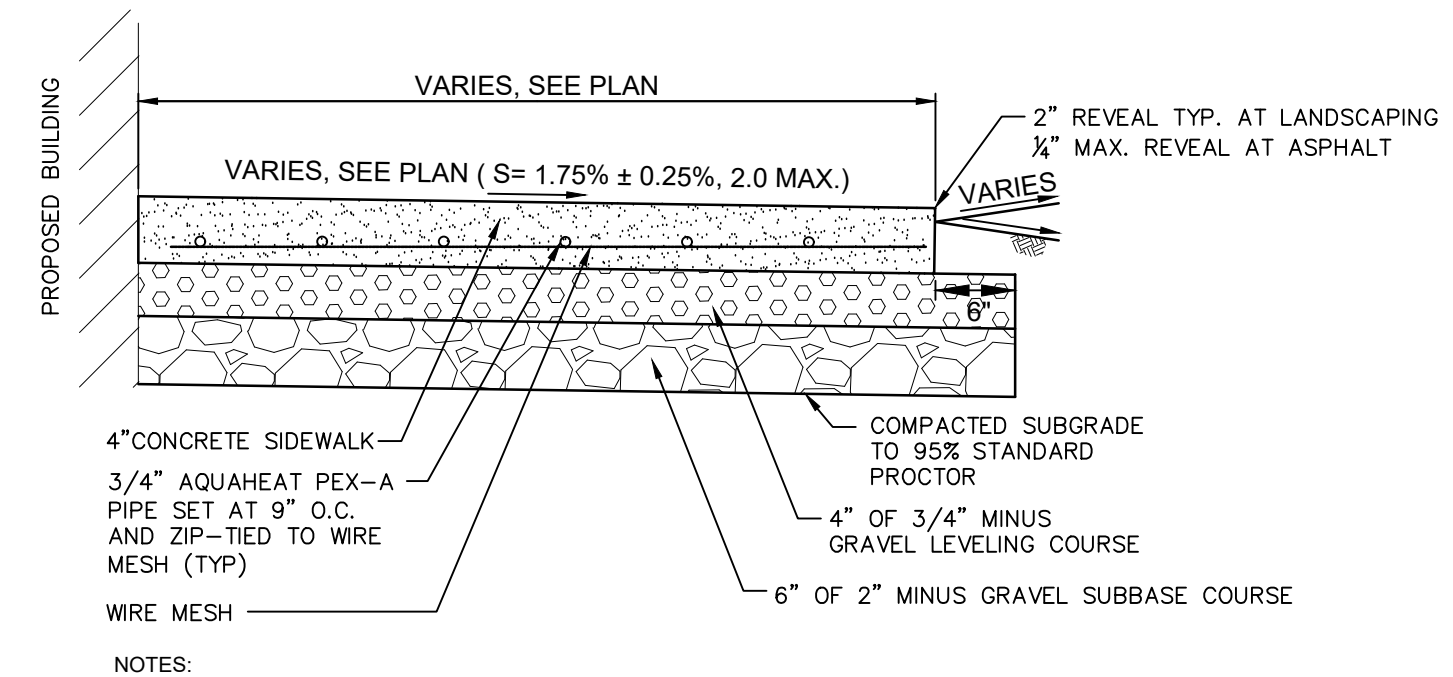
| NO | DATE | BY | REVISIONS |
|----|----------|-----|--|
| 1 | 06/10/19 | SKS | MINOR GRADE CHANGE AND ADD STREET LIGHT |
| 2 | 06/28/19 | SKS | SOUTH SIDEWALK STAIR ADDITION; TRANSFORMER LOCATIONS |
| 3 | 09/17/19 | SKS | ADD TREE GRATES |
| 4 | 10/07/19 | SKS | REMOVE STREET TREES |
| 5 | 10/15/19 | SKS | ADD ACCESS EASEMENT; HEATED SIDEWALK |

C1



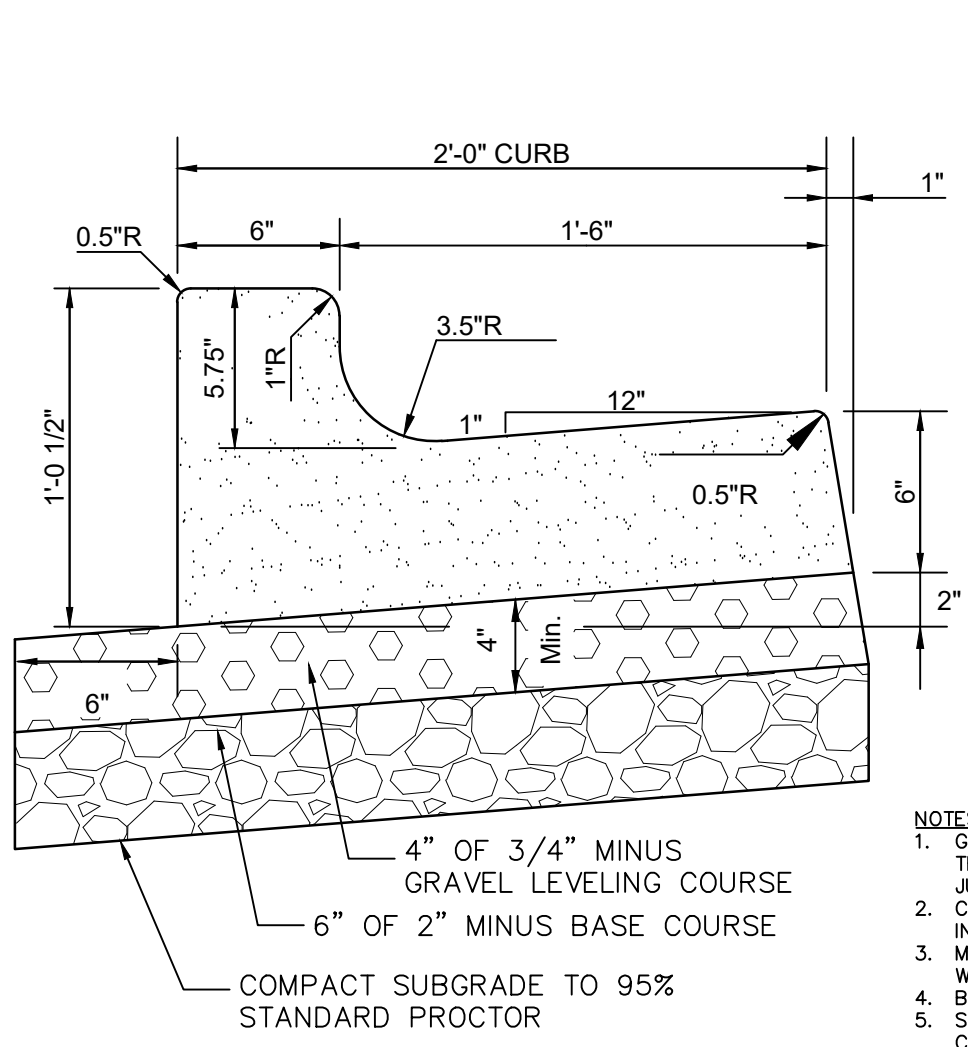
- NOTES:
- STUB CONNECTION TO HEAT SOURCE PER PLUMBER.
 - INSTALL INSULATION PER PLUMBER.
 - HEATING TUBING SHALL BE AIR PRESSURE TESTED TO 60 PSI FOR A DURATION OF 15 MINUTES. THE PRESSURE GAGE SHALL REMAIN CONNECTED UNTIL THE CONCRETE IS POURED TO ENSURE THE PIPING HAS NOT BEEN DAMAGED DURING CONSTRUCTION.
 - INSTALL SCORE JOINTS AT INTERVALS TO MATCH WIDTH OF WALK NOT TO EXCEED 5 FEET SPACING IN BOTH THE LONGITUDINAL AND TRANSVERSE DIRECTION FOR SIDEWALK GREATER THAN 5 FEET IN WIDTH.
 - 1/2" TRANSVERSE PREFORMED BITUMINOUS JOINTS AT THE TERMINUS POINTS FOR CURVE AND WHERE SIDEWALK IS PLACED BETWEEN TWO PERMANENT FOUNDATIONS OR ADJACENT TO THE STRUCTURE. PLACE 2" EXPANSION JOINT MATERIAL ALONG THE BACK OF WALK THE FULL LENGTH.
 - SIDEWALK CONSTRUCTION JOINTS SHALL BE CONSTRUCTED APPROXIMATELY 1/2" WIDE, 1/2" IN DEPTH AND FINISHED AND EGGED SMOOTH. A PREFORMED EXPANSION JOINT FILLER SHALL BE PLACED EVERY 40' FOR NEW SIDEWALK CONSTRUCTION.

1 TYPICAL HEATED CONCRETE SIDEWALK DETAIL WITH VERTICAL CURB AND GUTTER
N.T.S.



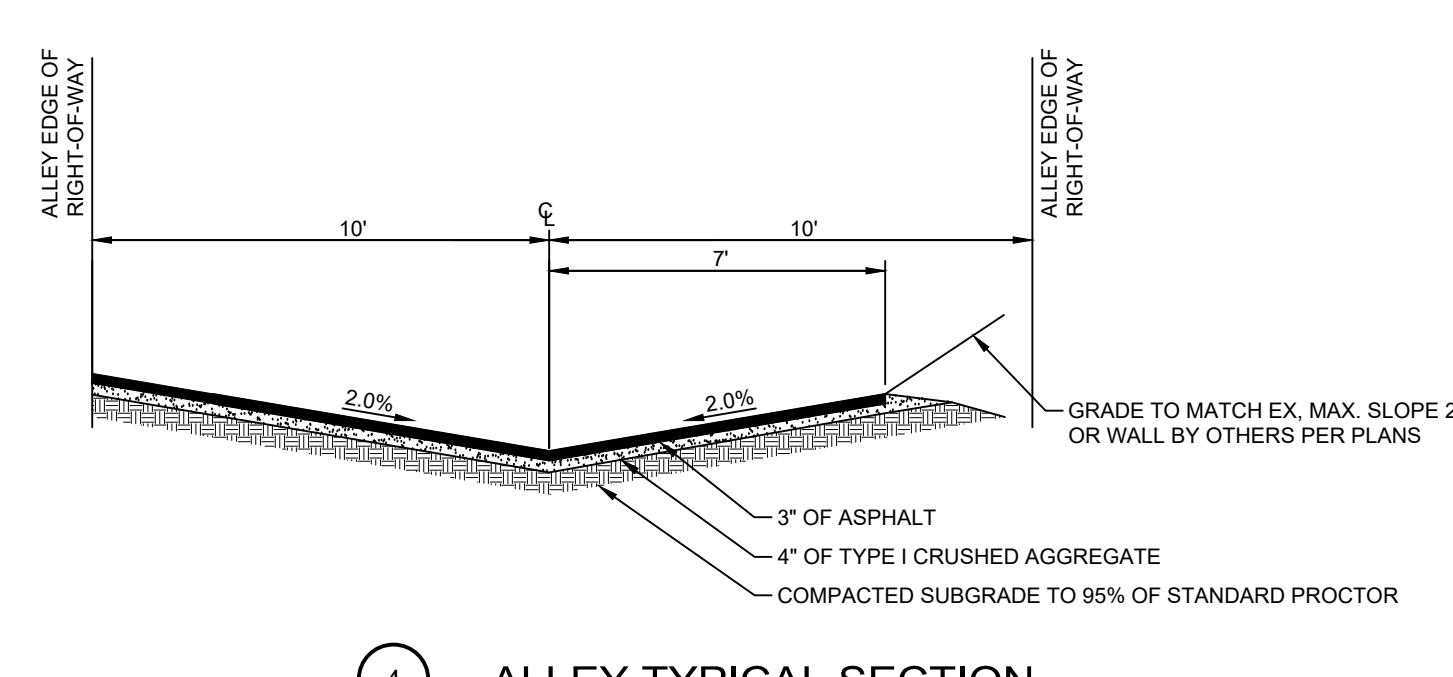
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2 TYPICAL HEATED CONCRETE SIDEWALK DETAIL ADJACENT TO BUILDING OR LANDSCAPING
N.T.S.

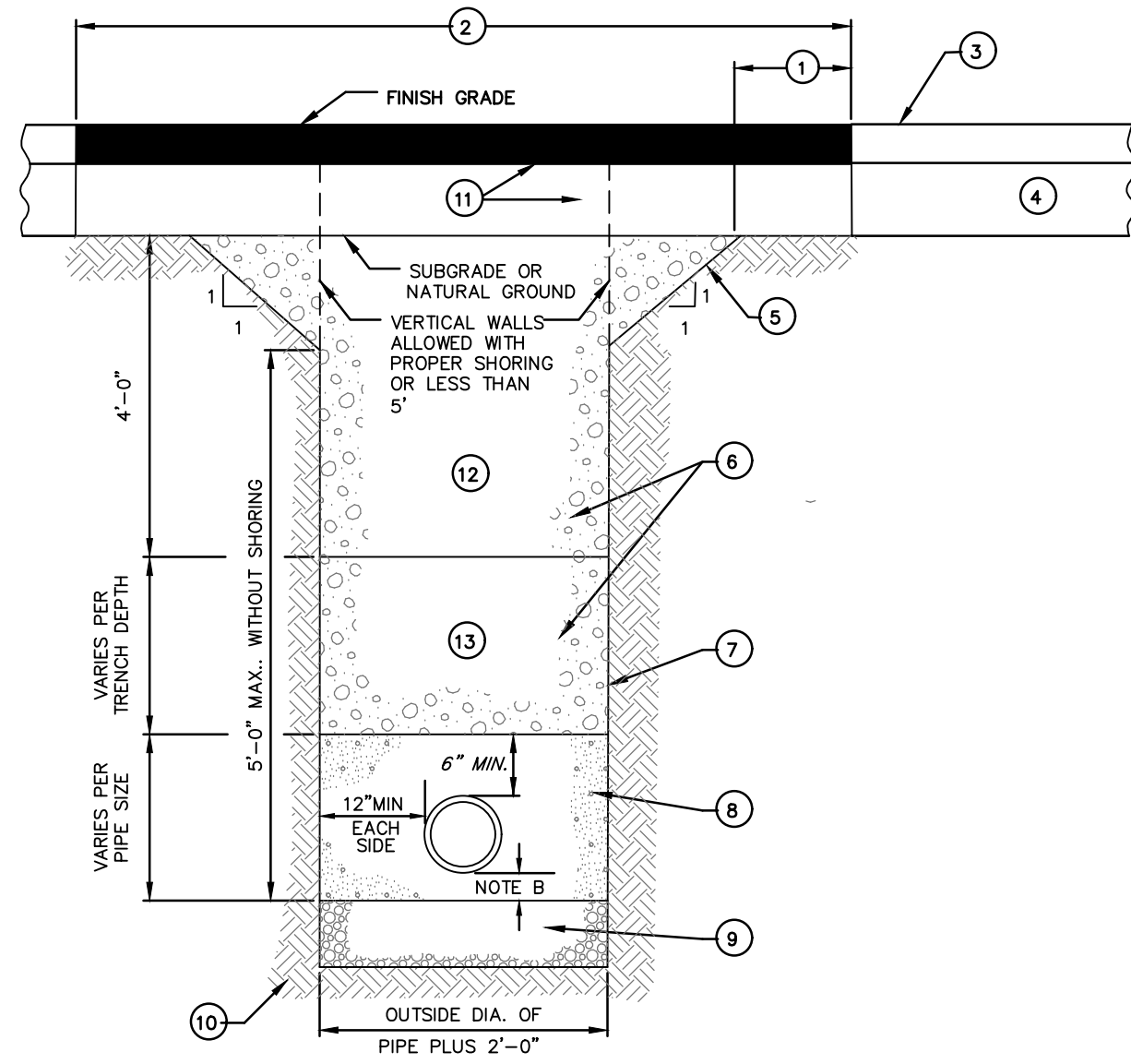


- NOTES:
- GRADE AND ALIGNMENT TO BE ESTABLISHED BY THE ENGINEER AND THE PUBLIC AGENCY HAVING JURISDICTION.
 - CONTINUOUS PLACEMENT PREFERRED, SCORE INTERVALS MINIMUM EIGHT FEET.
 - MATERIALS AND CONSTRUCTION IN COMPLIANCE WITH ISPCW SPECIFICATIONS.
 - BACKFILLS AS PER ISPCW SECTION 706.
 - SCORE RIGHT-OF-WAY PERMIT BEFORE CONSTRUCTION IN PUBLIC RIGHT-OF-WAY.

3 6" CONCRETE VERTICAL CURB & GUTTER
N.T.S.



4 ALLEY TYPICAL SECTION
N.T.S.

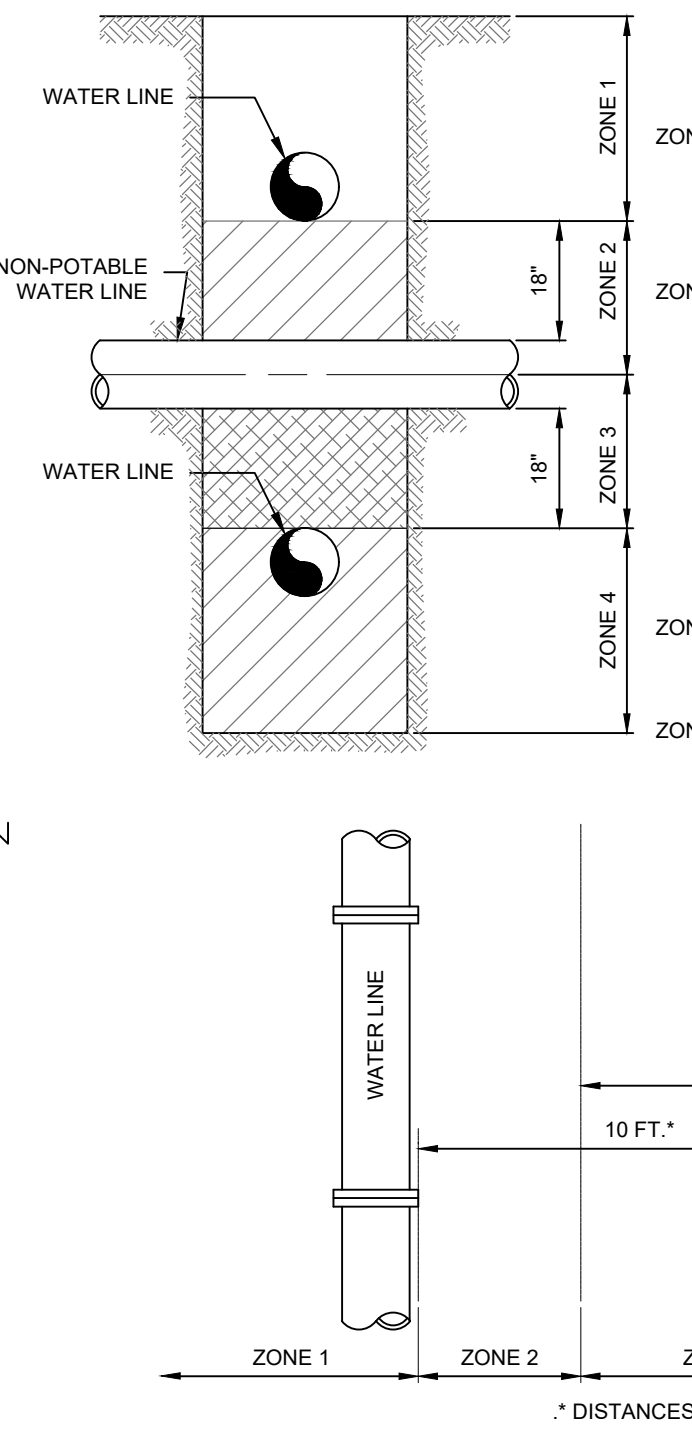


- LEGEND
- 6" MIN. REQUIRED BOTH SIDES, SAWCUT REQUIRED.
 - SURFACE REPAIR WIDTH WIDTH, 4" MINIMUM.
 - EXISTING SURFACE.
 - EXISTING BASE.
 - TRENCH BACK SLOPE PER O.S.H.A. OR SUITABLE SHORING.
 - TRENCH BACKFILL PER SECTION-306. SEE KETCHUM PUBLIC CONSTRUCTION SLURRY REQUIREMENT IF LOCATED WITHIN PUBLIC RIGHT-OF-WAY.
 - VERTICAL TRENCH WALLS SHORING PER O.S.H.A.
 - PIPE BEDDING PER SECTION-305 (SEE SD-302).
 - FOUNDATION STABILIZATION MAY VARY PER SOIL TYPE AND STABILITY (PER SECTION-304).
 - UNDISTURBED SOIL (TYP).
 - REPAIRED SURFACE, SEE DETAIL 2 FOR TRENCHES LOCATED IN PUBLIC RIGHT-OF-WAY, SLURRY SHALL BE INSTALLED TO BOTTOM OF ASPHALT.
 - UPPER COMPACTION ZONE, SEE "KETCHUM PUBLIC CONSTRUCTION SLURRY REQUIREMENT" IF LOCATED WITHIN PUBLIC RIGHT-OF-WAY.
 - LOWER COMPACTION ZONE.

KETCHUM PUBLIC CONSTRUCTION SLURRY REQUIREMENT
IN AREAS WHERE IT IS NECESSARY TO CUT THE ASPHALT PAVEMENT AND DIG A TRENCH FOR BURIAL OF CONDUIT CABLE OR OTHER CITY UTILITY, THE TRENCH SHALL BE BACKFILLED WITH A LEAN CONCRETE MIX WITH THE FOLLOWING PROPORTIONS OF MATERIALS:
COARSE AGGREGATE (3/4" MINUS)
SAND
PORTLAND CEMENT
WATER
WATER CONTENT IS MAXIMUM AND MAY BE REDUCING DOWNWARD. CARES SHALL BE TAKEN TO ASSURE THAT EXCESS WATER IS NOT PRESENT IN THE MIXING DRUM PRIOR TO CHARGING THE MIXER WITH MATERIALS. THOROUGH MIXING WILL BE REQUIRED PRIOR TO DISCHARGE.
NO COMPACTION, VIBRATION OR FINISHING IS REQUIRED. THE LEAN CONCRETE MIX SHALL BE STRUCK OFF AT OR BELOW THE ELEVATION OF THE PLANTIX SURFACING WITH A SQUARE-NOSE SHOVEL OR SIMILAR HAND TOOL. THE BACKFILL MIX SHALL BE ALLOWED TO SET FOR A MINIMUM OF 2 HOURS BEFORE THE PERMANENT PLANTIX SURFACING IS PLACED TO COMPLETE THE TRENCH REPAIR. TEMPORARY PLACEMENT OF ASPHALT COLD MIX SURFACING MAY BE NECESSARY TO ACCOMMODATE TRAFFIC WITHIN THE FIRST 2 HOURS OF BACKFILL PLACEMENT PRIOR TO COMPLETING THE PERMANENT REPAIR.

- NOTES
- TRENCH EXCAVATION PER SECTION-301.
 - PIPE BEDDING PER SECTION-305.
 - BACKFILL AND COMPACTION PER SECTION-306.
 - SURFACE REPAIR AND BASE PER DETAIL 3/C20

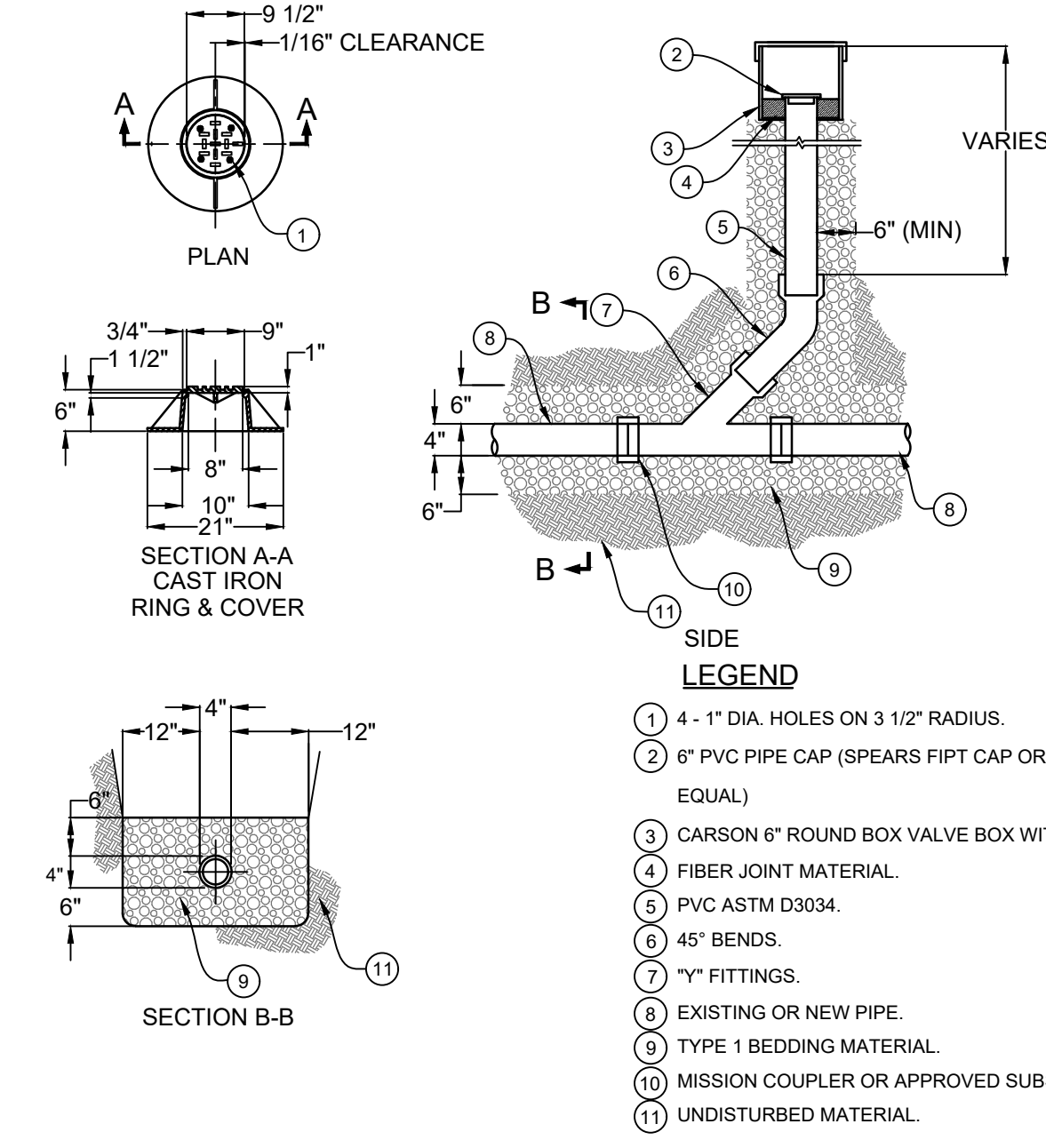
5 TYPICAL TRENCH SECTION
N.T.S.



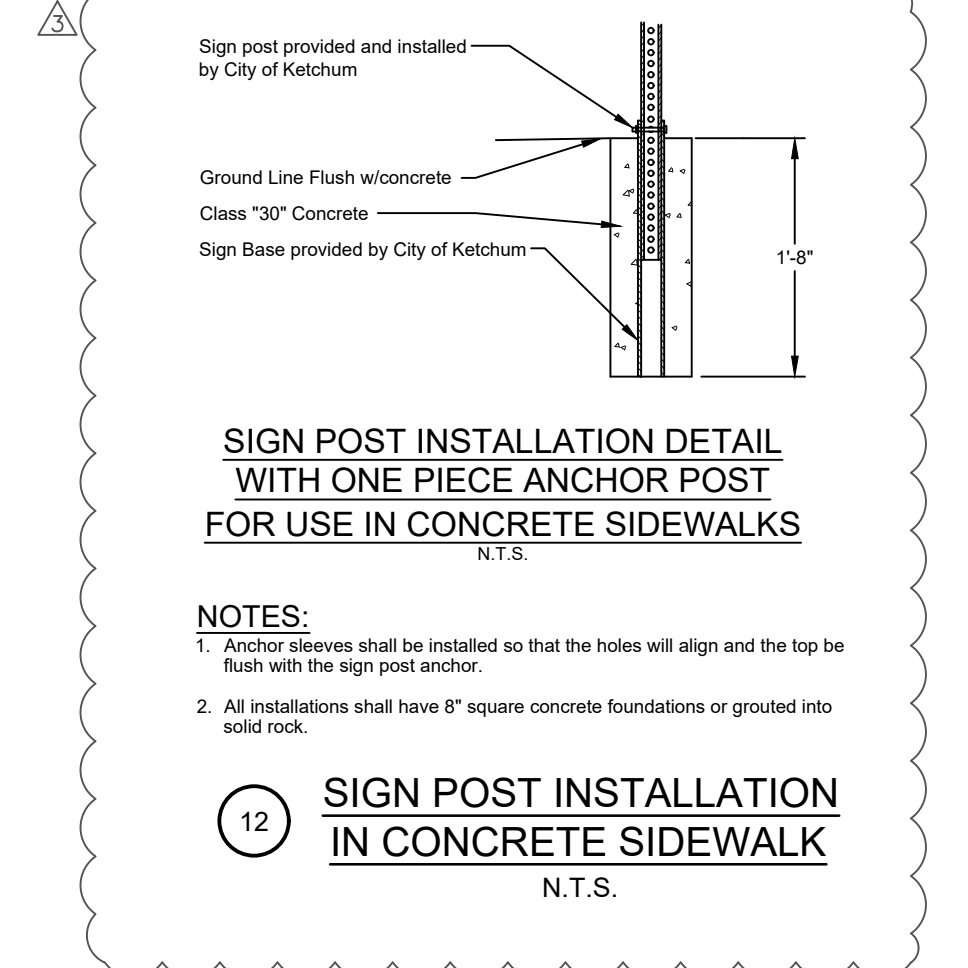
- VERTICAL SEPARATION REQUIREMENTS
- ZONE 1: A) WATER AND NPWL MUST BE SEPARATED BY AT LEAST 18" AND B) ONE FULL UNCUT LENGTH OF BOTH PVL AND NPWL PIPE MUST BE CENTERED ON THE CROSSING SO THAT THE JOINTS ARE AS FAR AS POSSIBLE FROM THE CROSSING.
- ZONE 2: A) ONE FULL UNCUT LENGTH OF BOTH PVL AND NPWL PIPE MUST BE CENTERED ON THE CROSSING SO THAT THE JOINTS ARE AS FAR AS POSSIBLE FROM THE CROSSING. AND EITHER B) NPWL MUST BE CONSTRUCTED TO WATER MAIN STANDARDS AND PRESSURE TESTED FOR WATER TIGHTNESS FOR A HORIZONTAL DISTANCE OF 10 FEET ON BOTH SIDES OF CROSSING.
- OR C) EITHER THE NPWL OR WATER LINE OR BOTH MUST BE ENCASED WITH A SLEEVEING MATERIAL ACCEPTABLE TO DEQ FOR A HORIZONTAL DISTANCE OF 10 FEET ON BOTH SIDES OF THE CROSSING.
- ZONE 3: SAME REQUIREMENTS AS ZONE 2 EXCEPT THE NPWL MUST ALSO BE SUPPORTED ABOVE THE CROSSING TO PREVENT SETTLING.
- ZONE 4: SAME REQUIREMENTS AS ZONE 1 EXCEPT THE THE NPWL MUST ALSO BE SUPPORTED ABOVE THE CROSSING TO PREVENT SETTLING.

- HORIZONTAL SEPARATION REQUIREMENTS
- ZONE 1: A) NO SPECIAL REQUIREMENTS.
- ZONE 2: A) NO SPECIAL REQUIREMENTS FOR POTABLE OR NON-POTABLE SERVICES B) WATER AND NPWL SEPARATED BY AT LEAST 6 FEET AT OUTSIDE WALLS. C) WATER AT LEAST 18 INCHES HIGHER IN ELEVATION THAN THE NPWL. AND EITHER D) NPWL CONSTRUCTED TO POTABLE WATER MAIN STANDARDS AND PRESSURE TESTED FOR WATER TIGHTNESS. OR E) SITE SPECIFIC REQUIREMENTS APPROVED BY DEQ.
- ZONE 3: NOT ALLOWED WITHOUT DEQ WAIVER.
- NOTE: SANITARY SEWER FORCE MAINS MUST HAVE MIN. 10' HORIZONTAL SEPARATION AND 18" VERTICAL SEPARATION. ZONE 2 AND ZONE 3 PLACEMENTS ARE NOT ALLOWED WITHOUT A WAIVER GRANTED BY DEQ.

6 POTABLE AND NON-POTABLE WATER LINE (NPWL) SEPARATION
N.T.S.



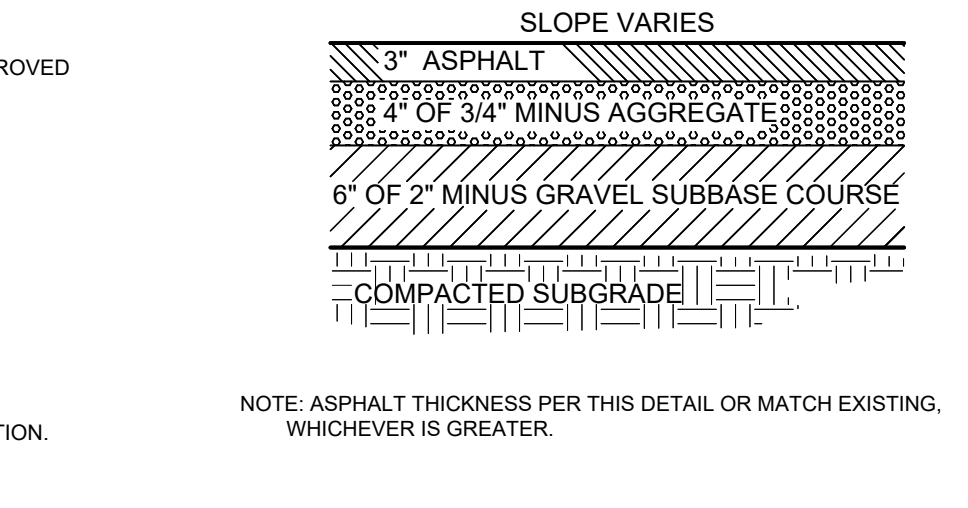
7 4" TRAFFIC RATED CLEAN-OUT
N.T.S.



12 SIGN POST INSTALLATION DETAIL WITH ONE PIECE ANCHOR POST FOR USE IN CONCRETE SIDEWALKS
N.T.S.

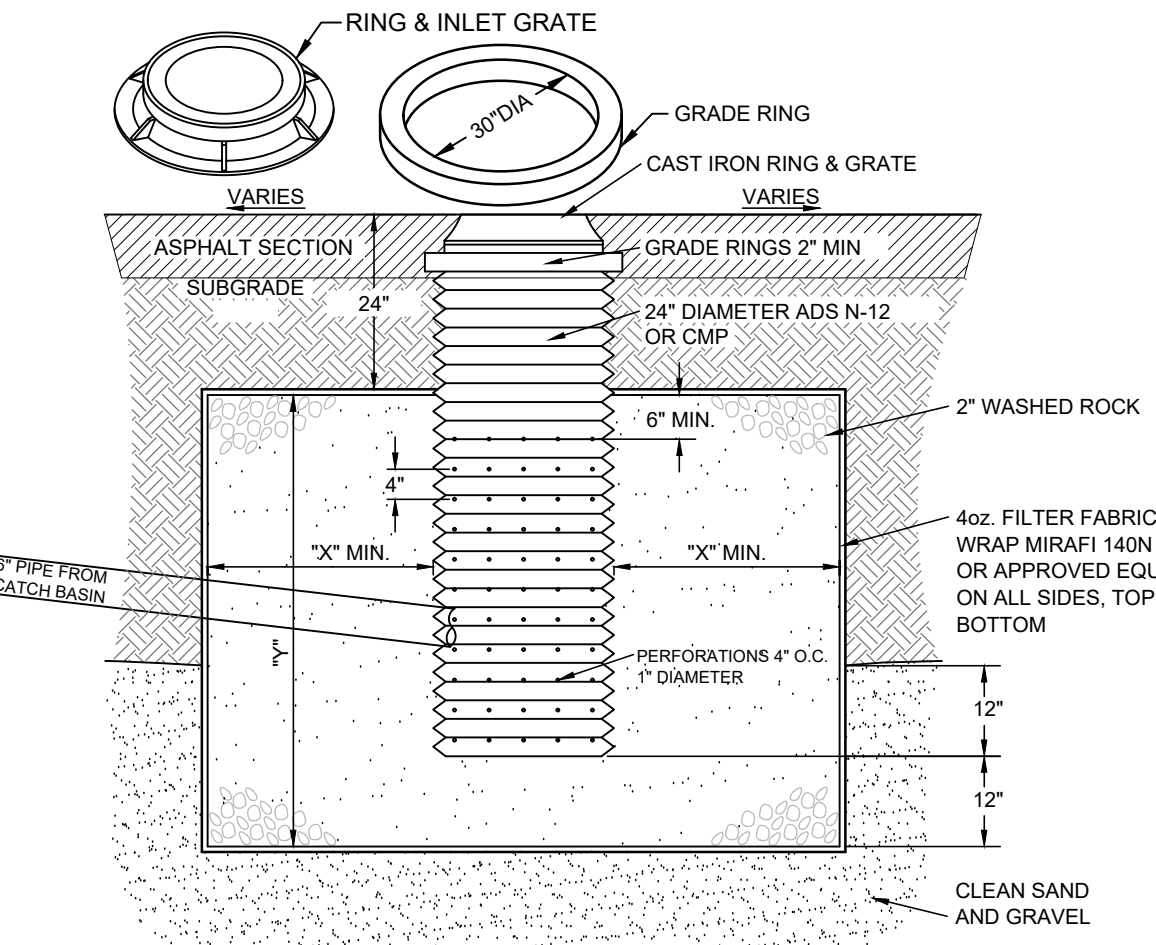
- NOTES:
- Anchor sleeves shall be installed so that the holes will align and the top be flush with the sign post anchor.
 - All installations shall have 8" square concrete foundations or grouted into solid rock.

12 SIGN POST INSTALLATION IN CONCRETE SIDEWALK
N.T.S.



8 TYPICAL ASPHALT SECTION
N.T.S.

| DRYWELL ID | "X" | "Y" |
|----------------------|-----|-----|
| DRYWELL "A" (PUBLIC) | 3' | 10' |
| DRYWELL "B" (ONSITE) | 2' | 8' |



NOTE: THE BED SHALL BE EXCAVATED A MINIMUM OF 24" INTO CLEAN SAND AND GRAVEL. MAXIMUM DEPTH SHALL NOT EXCEED 12 FEET. IF CLEAN SAND AND GRAVEL IS NOT ENCOUNTERED WITHIN 12 FEET, THE CONTRACTOR SHALL CONTACT THE DESIGN ENGINEER.

9 DRYWELL DETAIL
N.T.S.

Infiltration System Sizing Worksheet "A"

The proposed infiltration system consists of a drywell to infiltrate stormwater from south side of 6th Street adjacent to 100 E 6th Street, 1st Avenue from 5th Street and 6th Street, and the alley.

Onsite Native Soil Infiltration
Design Infiltration Rate: 120 in/hr
Assumed T_c: 15 min
Intensity (25-yr, 15 min): 0.43 in/hr
Intensity (25-yr, 1 hr): 1.72 in/hr

Total Site Infiltration Sizing
Proposed Impervious Area: 19000 sf
Proposed Impervious Area: 0.44 ac
Runoff Coefficient: 0.98
25-Year Design Runoff: 0.74 cfs

Drywell Structure Dimensions
Drywell Pipe Diameter: 24 in
Drain Rock Envelope: 36 in
Drain Rock Void Ratio: 0.4
Drywell Rim Elevation: 100.00
Top of Drain Rock Elevation: 98.00
Depth to Bottom of Pipe: 10.5 ft
Bottom Elevation: 89.47
*6 feet minimum for frost depth

Drywell Stage-Storage-Discharge

| Drywell Stage | Water Surface Elevation | Storage in MH | Storage in Drain Rock | Total Storage | Bottom Wetted Area | Side Wetted Area | Total Wetted Area | Drywell Infiltration Flow Rate | |
|---------------|-------------------------|---------------|-----------------------|---------------|--------------------|------------------|-------------------|--------------------------------|-------|
| (ft) | (ft) | (cf) | (cf) | (cf) | (sf) | (sf) | (sf) | (cfs) | |
| 0.00 | 105.33 | 89.47 | 0.0 | 0.0 | 50.3 | 0.0 | 50.3 | 0.140 | |
| 0.85 | 9.68 | 90.32 | 2.7 | 16.1 | 18.8 | 50.3 | 21.4 | 71.7 | 0.199 |
| 1.71 | 8.83 | 91.17 | 5.4 | 32.2 | 37.5 | 50.3 | 42.9 | 93.1 | 0.259 |
| 2.56 | 7.97 | 92.03 | 8.0 | 48.2 | 56.3 | 50.3 | 64.3 | 114.6 | 0.318 |
| 3.41 | 7.12 | 92.88 | 10.7 | 64.3 | 75.0 | 50.3 | 85.8 | 136.0 | 0.378 |
| 4.27 | 6.27 | 93.73 | 13.4 | 80.4 | 93.8 | 50.3 | 107.2 | 157.5 | 0.437 |
| 5.12 | 5.41 | 94.59 | 16.1 | 96.5 | 112.6 | 50.3 | 128.6 | 178.9 | 0.497 |
| 5.97 | 4.56 | 95.44 | 18.8 | 112.6 | 131.3 | 50.3 | 150.1 | 200.4 | 0.557 |
| 6.83 | 3.71 | 96.29 | 21.4 | 128.6 | 150.1 | 50.3 | 171.5 | 221.8 | 0.616 |
| 7.68 | 2.85 | 97.15 | 24.1 | 144.7 | 168.9 | 50.3 | 193.0 | 243.2 | 0.676 |
| 8.53 | 2.00 | 98.00 | 26.8 | 160.8 | 187.6 | 50.3 | 214.4 | 264.7 | 0.735 |

Drywell Design
KETCHUM Public
7674 Drainage Design
BY: SKS
Date: 01/31/19
Galena Engineering, Inc.
civil engineering & land surveyors

Infiltration System Sizing Worksheet "B"

The proposed infiltration system consists of a drywell to infiltrate stormwater from onsite roof and surface runoff.

Onsite Native Soil Infiltration
Design Infiltration Rate: 120 in/hr
Assumed T_c: 15 min
Intensity (25-yr, 15 min): 0.43 in/hr
Intensity (25-yr, 1 hr): 1.72 in/hr

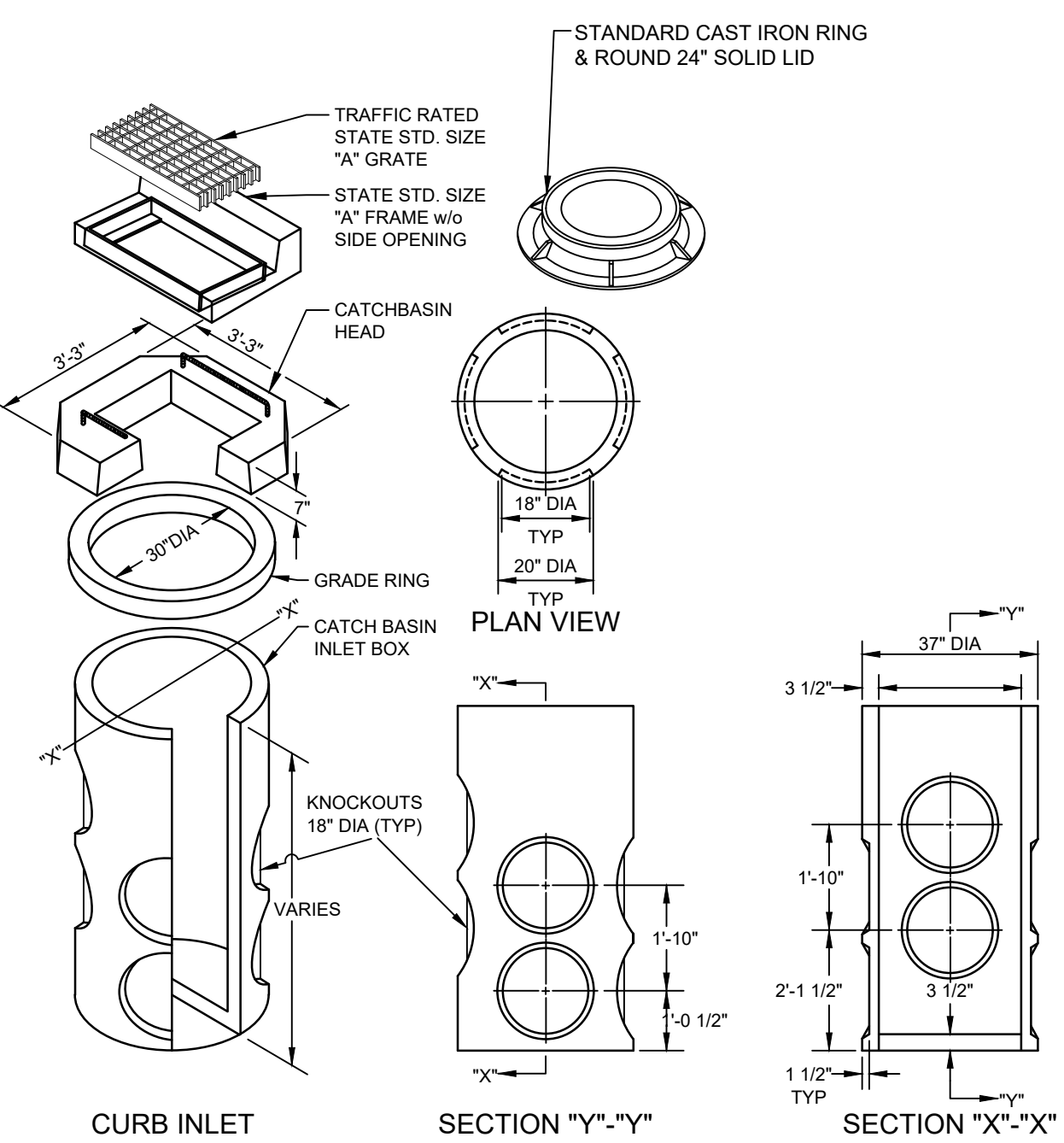
Total Site Infiltration Sizing
Proposed Impervious Area: 5500 sf
Proposed Impervious Area: 0.13 ac
Runoff Coefficient: 0.98
25-Year Design Runoff: 0.21 cfs

Drywell Structure Dimensions
Drywell Pipe Diameter: 24 in
Drain Rock Envelope: 24 in
Drain Rock Void Ratio: 0.4
Drywell Rim Elevation: 100.00
Top of Drain Rock Elevation: 98.00
Depth to Bottom of Pipe: 4.6 ft
Bottom Elevation: 95.44
*6 feet minimum for frost depth

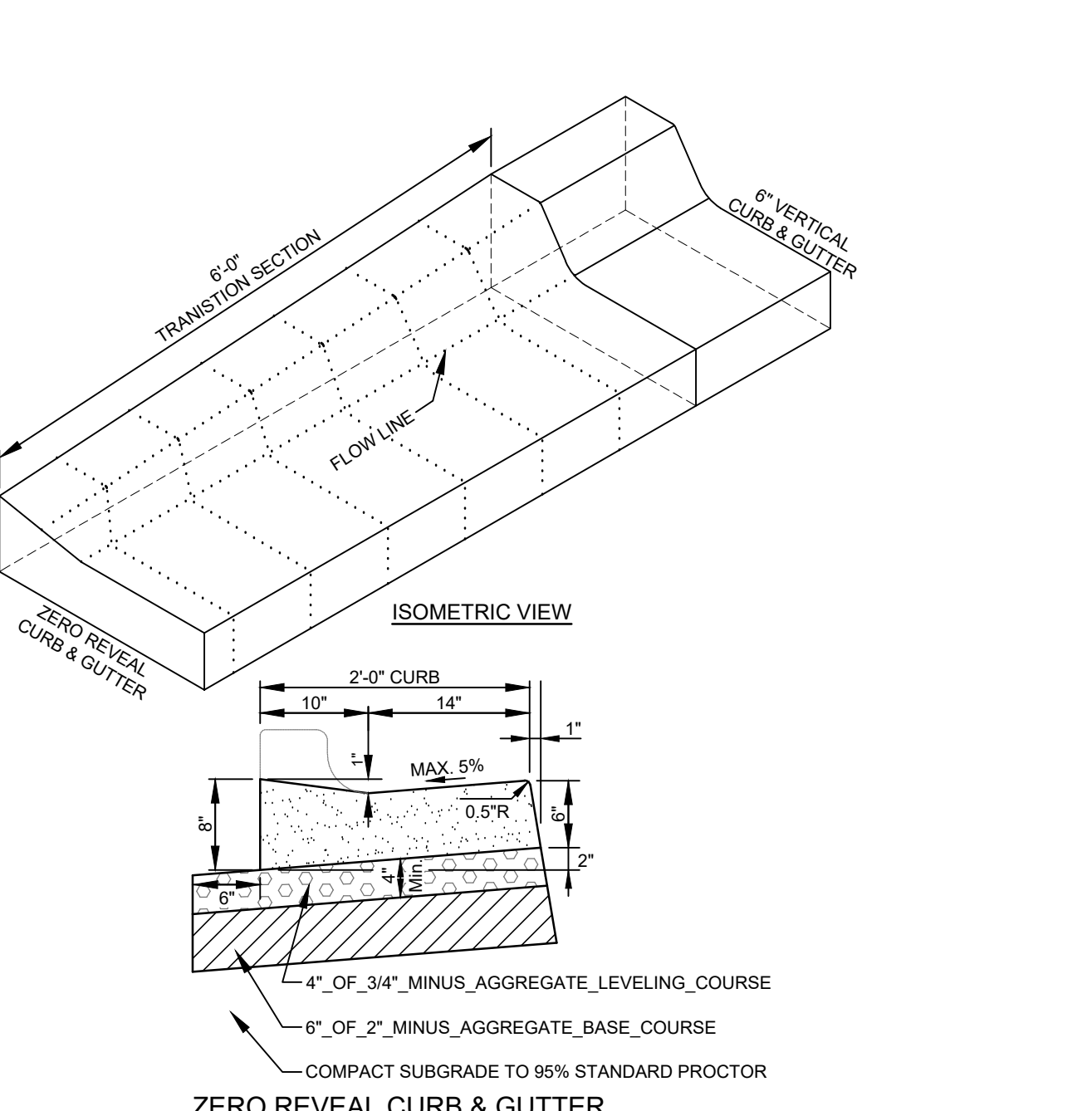
Drywell Stage-Storage-Discharge

| Drywell Stage | Water Surface Elevation | Storage in MH | Storage in Drain Rock | Total Storage | Bottom Wetted Area | Side Wetted Area | Total Wetted Area | Drywell Infiltration Flow Rate | |
|---------------|-------------------------|---------------|-----------------------|---------------|--------------------|------------------|-------------------|--------------------------------|-------|
| (ft) | (ft) | (cf) | (cf) | (cf) | (sf) | (sf) | (sf) | (cfs) | |
| 0.00 | 4.56 | 95.44 | 0.0 | 0.0 | 28.3 | 0.0 | 28.3 | 0.079 | |
| 0.26 | 4.31 | 95.69 | 0.8 | 2.6 | 3.4 | 28.3 | 4.8 | 33.1 | 0.092 |
| 0.51 | 4.05 | 95.93 | 1.6 | 5.2 | 6.8 | 28.3 | 9.7 | 37.9 | 0.105 |
| 0.77 | 3.80 | 96.20 | 2.4 | 7.7 | 10.2 | 28.3 | 14.5 | 42.8 | 0.119 |
| 1.03 | 3.54 | 96.46 | 3.2 | 10.3 | 13.5 | 28.3 | 19.3 | 47.6 | 0.132 |
| 1.28 | 3.28 | 96.72 | 4.0 | 12.9 | 16.9 | 28.3 | 24.2 | 52.4 | 0.146 |
| 1.54 | 3.03 | 96.97 | 4.8 | 15.5 | 20.3 | 28.3 | 29.0 | 57.3 | 0.159 |
| 1.80 | 2.77 | 97.23 | 5.6 | 18.0 | 23.7 | 28.3 | 33.8 | 62.1 | 0.173 |
| 2.05 | 2.52 | 97.49 | 6.4 | 20.6 | 27.1 | 28.3 | 38.7 | 66.9 | 0.186 |
| 2.31 | 2.26 | 97.74 | 7.2 | 23.2 | 30.5 | 28.3 | 43.5 | 71.8 | 0.199 |
| 2.56 | 2.00 | 98.00 | 8.0 | 25.8 | 33.8 | 28.3 | 48.3 | 76.6 | 0.213 |

Drywell Design
KETCHUM Onsite
7674 Drainage Design
BY: SKS
Date: 01/31/19
Galena Engineering, Inc.
civil engineering & land surveyors



10 30" DIAMETER CATCH BASIN
AMCOR CB100 EQUIVALENT



11 TYPICAL CURB TRANSITION DETAIL
N.T.S.

KETCHUM PDx
A SITE GRADING, DRAINAGE AND UTILITY PLAN FOR:
LOCATED WITHIN SECTION 13, T.4 N., R.17 E., B.M., CITY OF HALEY, BLAINE COUNTY, IDAHO
PREPARED FOR WDC PROPERTIES

DESIGNED BY: SKS/STRM
CHECKED BY: SKS/STRM
DATE: 01/31/19

REUSE OF DRAWINGS: This drawing and any information contained hereon is the property of Ketchum PDx. It is to be used only for the project and extensions of this project as specifically agreed upon in writing with Galena Engineering, Inc.

GALENA ENGINEERING, INC.
Civil Engineers & Land Surveyors
317 N. River Street
Halley, Idaho 83333
(208) 788-1705
(208) 788-4612 fax
email: galena@galena-engineering.com

NO. DATE BY SKS
04/29/19 ISSUE FOR REVISED BUILDING PERMIT SUBMITTAL
05/22/19 ISSUE FOR REVISED BUILDING PERMIT SUBMITTAL
06/10/19 SKS MINOR GRADE CHANGE AND ADD STREET LIGHT
10/07/19 SKS REMOVE STREET TREES
10/15/19 SKS ADD ACCESS EASEMENT, HEATED SIDEWALK

C2



City of Ketchum

December 16, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Approve Alley Maintenance Agreement 20439 with Crossbuck Subdivision Homeowners Association

Recommendation and Summary

Staff is recommending the Council approve Agreement 20439 and adopt the following motion:

I move to authorize the Mayor to sign Agreement 20439.

The reasons for the recommendation are as follows:

- As part of the Crossbuck subdivision, the applicant proposed to improve the alley to allow access to the residential units. Because the City does not maintain alleys in residential districts, a project condition of approval required the applicant to enter into an alley maintenance agreement.
- The proposed agreement is acceptable to the applicant and the City.

Introduction and History

Residential alleys are not maintained by the City. Snow removal and general maintenance responsibilities rest with the adjacent property owners. When new development is proposed, and the development proposes primary access from a residential alley, the City requires the developer to enter into an alley maintenance agreement. This agreement ensures the alley is accessible and maintained by future owners.

Analysis

Each alley maintenance agreement is tailored for the specific project and location. This Agreement is for the alley between 6th and 7th Street just west of Second Avenue. The alley will be partially open as shown in Attachment B. This Agreement applies to the portion of the alley that will be improved by the applicant.

Financial Impact

There is no financial impact associated with the Agreement.

Attachments:

Alley Maintenance Agreement 20439

Recording Requested By and
When Recorded Return to:

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

For Recording Purposes Do
Not Write Above This Line

GRANT OF LICENSE AND ALLEY MAINTENANCE AGREEMENT 20439

This maintenance agreement ("Agreement") is made and entered into as of the ____ day of _____, 2019, the ("Effective Date") by and between the CITY OF KETCHUM, and Idaho municipal corporation ("the City"), who is the owner of the public lands as more specifically delineated on Exhibit "A" (hereinafter "Alley") attached hereto, and CROSSBUCK SUBDIVISION HOMEOWNERS ASSOICATION, BILL SUNDALI AND SHANE MACE AS REPRESENTATIVES, who is the owner of that certain parcel of real property (herein "Owner") as more specifically delineated on Exhibit "B" attached hereto and referred to as "Development".

1. **Grant of License** - The City hereby grants to Owner and its agents, employees, contractors, subcontractors, (collectively "Agents"), subject to the conditions and covenants set forth in this Agreement as of the date this Agreement is signed by all parties, (hereinafter the "Commencement Date"), a revocable license over and right of entry on and use of the Alley for the purposes of vehicular and pedestrian ingress, egress and access to the Development, including installation of pavement, and for the maintenance, snow removal and repair of the Alley identified in Exhibit B. The Alley shall always be open and available to the public and the City shall have exclusive authority with respect to all parking restrictions and enforcement.
2. **License Revocable** - This Agreement and the rights to use the Alley granted hereunder are revocable. City Shall provide Owner with 60 days notice if the Agreement is to be terminated. Owner understands and agrees that by entering into this Agreement Owner obtains no claim or interest in said City property which is adverse to that of the City, that Owner obtains no exclusive right to said City property nor any other right to use the City property not specifically described herein.
3. **Prior Rights** - This grant is made subject to and subordinate to the prior and continuing rights and obligations of the City, its successors and assigns, and the general public, to use the Alley in the performance of its municipal operations; provided, however, that

such use shall not materially interfere with the use of the Alley by the Owner for the Permitted Use. This Agreement is subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens and claims of title which may affect the Alley as of the Effective Date, and the word "grant" shall not be construed as a covenant against the existence of any of the foregoing.

4. **Term** - The term of the Agreement shall commence on the Commencement Date and shall be in effect until the City provides notice the Agreement is terminated.
5. **Permits, Licenses and Approvals** - As a condition to Owner's right to use the Alley for the Permitted Use, Owner shall obtain any required permits, licenses and approvals from the City and any other governmental agencies having jurisdiction over Owner's use of the Alley. Ownershall maintain such permits, licenses, ordinances and approvals in force throughout the term of this Agreement. Owner shall be solely responsible for any and all fees, charges, or other expenses that may be imposed by any regulatory agencies in connection with Owner's use or enjoyment of the Alley.
6. **Condition of Property** - The City makes no warranty or representation of any kind concerning the condition of the Alley or the fitness of the Alley for the Permitted Use, and hereby disclaims any personal knowledge with respect thereto, it being expressly understood by the parties hereto that Owner has personally inspected the Alley, knows its condition and accepts it as is.
7. **Alterations. Repair and Maintenance**
 - a) Owner agrees, at its sole cost and expense to pave the portion of the Alley identified in Exhibit B to the satisfaction of the City. Owner shall submit a paving and improvement plan to the City for review and approval that shall be incorporated into this Agreement by reference.
 - b) Owner agrees, at its sole cost and expense, to keep the Alley in reasonably safe, clean and sightly condition, reasonably free from waste and snow to the reasonable satisfaction of the City. Owner agrees, at its sole cost and expense, to perform snow removal for the full length of the Alley at a width of 20 feet and to place all removed snow in snow storage areas as designated by the City. Owner shall perform all repairs and maintenance to the Alley.
 - c) The Owner shall perform maintenance and snow removal in accordance with this Agreement. The City shall not be responsible for maintenance, repairs and snow removal in the Alley. If Owner fails to keep the Alley in the condition required under this Section 7, then the City may, after ten (10) days written notice to Owner and a five (5) day opportunity to cure said problem, perform the necessary work at the expense of Owner, which expense Owner agrees to pay to the City upon written

demand.

- d) All alterations, maintenance and repairs by Owner upon the Alley shall be performed in a good manner reasonably satisfactory to the City.
 - e) Any open holes shall be satisfactorily covered at all times when Owner's Agents are not physically working in the vicinity of such holes. Upon completion of work, all such holes shall be filled in to meet the surrounding ground level and the Alley shall be left in a neat and safe condition reasonably satisfactory to the City.
 - f) Owner shall not suffer any mechanic's or materialman's liens of any kind to be enforced against the Alley for any work done or materials furnished at Owner's request. If any such liens are filed, Owner shall bond or remove them within sixty (60) days of learning of the same, at Owner's expense, and shall pay any judgment which may be entered in connection therewith.
 - g) Should Owner fail, neglect or refuse to do so, the City, after giving Owner twenty (20) business days written notice, shall have the right to pay any amount required to release any such liens or to defend any action brought and to pay any judgment entered. Owner shall be liable to the City for all costs, damages, reasonable attorney's fees and any amounts expended in defending any proceedings or in payment of any of said liens or judgment. The City may post and maintain upon the property notices of non-responsibility as provided by applicable law.
8. **Permitted Uses and Restriction on Use** – The Owner may use the alley for the purposes of vehicular and pedestrian ingress, egress and access to the Development, including installation of pavement, and for the maintenance, snow removal and repair of the Alley. The Alley shall be open and available to the public at all times and the City shall have exclusive authority with respect to all parking restrictions and enforcement. Owner agrees not to conduct any activities on or about the Alley that constitute waste or nuisance or any activities which constitute a continuing or repeated and unreasonable annoyance of which the City is notified by the owners or occupants of neighboring property or other members of the public.
9. **Indemnification**- In consideration of City allowing Owner to construct and maintain the Improvements on City property, Owner agrees to indemnify and hold harmless City from and against any and all claims of liability for any injury or damage to any person or property arising from the Improvements constructed, installed and maintained on City property. Owner shall further indemnify and hold City harmless from and against any and all claims arising from any breach or default in the performance of any obligation on 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 City by reason of such claim, Owner,

upon notice from City, shall defend City at Owner's expense by counsel satisfactory to City. Owner, as a material part of the consideration to City, hereby assumes all risk of damages to property or injury to persons in, upon or about the Improvements constructed, installed and maintained on City property arising from the construction, installation and maintenance of said Improvements and Owner hereby waives all claims in respect thereof against City.

10. **Compliance with Laws** - The Permitted Use of the Alley shall conform to all applicable zoning laws and regulations. Owner shall comply, at Owner's expense with all applicable laws, regulations, rules and orders with respect to the use of the Alley, regardless of when they become or became effective, including, without limitation, those relating to construction, grading, signage, health, safety, noise, environmental protection, hazardous materials, waste disposal and water and air quality, and shall furnish reasonably satisfactory evidence of such compliance upon the written request of the City.
11. **Notices**-All notices required or permitted to be given under this Agreement shall be in writing and mailed postage prepaid by certified or registered mail, return receipt requested, or by personal delivery or by overnight courier, to the appropriate address indicated below or at such other place or places as either party may from time to time designate in written notice given to the other. Notices shall be deemed sufficiently served four days after the date of mailing or upon personal delivery.

The City:

City of Ketchum
Post Office Box 2315
Ketchum, Idaho 83340

To Owner:

Crossbuck Subdivision Homeowners Association
PO Box 1884
Ketchum, Idaho, 83340

12. **Assignment** - Owner shall have the right to assign and transfer this Agreement to any party who purchases one hundred (100%) of the Development, upon receiving the written consent of the City, which consent to assign shall not be unreasonably withheld or delayed. The City and any subsequent assignee may not consent to subsequent modifications to this License with assignees, sublessors or successors of Owner without notifying Owner and obtaining Owner's consent thereto.
13. **No Waiver**- No waiver of any default or breach of any covenant of this Agreement by either party shall be implied from any omission by either party to take action on account of such default other than the default specified in the waiver, and then the waiver shall be operative only for the time and to the extent stated. Waivers of any covenant, term or condition by either party shall not be construed as waivers of any

subsequent breach of the same covenant, term or condition. The consent or approval by either party to or for any act by either party requiring further consent or approval shall not be deemed to waive or render unnecessary that party's consent or approval to or of any subsequent similar acts.

14. **Severability** - Each provision of this Agreement is intended to be severable. If any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such provision shall be severed from this Agreement and shall not affect the validity of the remainder of this Agreement.
15. **Attorney's Fees** - If any legal proceeding should be instituted by either of the parties to enforce the terms of this Agreement or to determine the rights of the parties under this Agreement, the party in the proceeding shall receive, in addition to all court costs, reasonable attorney's fees.
16. **No Costs to the City** - Except as expressly set forth in this Agreement to the contrary, Owner shall bear all costs and expenses of any kind or nature in connection with Owner's use of the Alley.
17. **Waiver of Liability** - Neither the City nor any of its council members, commissions, departments, boards, officers, agents or employees, when acting of the City behalf, shall be liable for any damage to the property of Owner or its Agents, or for any bodily injury or death to such persons resulting or arising from the condition of the Alley or its use by Owner, or if such damage occurs before the Effective Date, unless caused by the intentional acts of the City nor any of its council members, commissions, departments, boards, officers, agents or employees.
18. **Non-Discrimination** - Owner shall not, in the operation and use of the Alley, discriminate against any person or group of persons solely because of race, color, creed, national origin, ancestry, age, sex, or disability.
19. **Governing & Law** - The rights and liability of the parties under this Agreement shall be interpreted in accordance with the laws of the State of Idaho. The Venue shall be in the Idaho 5th Judicial District, Blaine County, Idaho.
20. **Taxes** - Any and all real property tax or any other form of tax assessed or imposed against the Alley arising out of or attributable to Owner's use shall be borne by Owner.
21. **Utilities** - Owner shall pay for all water, gas, heat, light, power, telephone, and other utilities and services applied to the Alley and used by Owner or its Agents, together with

any taxes thereon.

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

23. **Interpretation/Amendment**-This Agreement constitutes the complete expression of the agreement between the parties hereto and supersedes any prior agreements, whether written or oral, concerning the subject of this Agreement which are not fully expressed herein. Any addition to, deletion from, termination' extension or any other modification or to this Agreement must be in writing signed by the party against whom such modification operates.

24. **Recordation** - Upon execution of this Agreement, the City shall duly record the Agreement in the public records of Blaine County, Idaho and shall thereafter promptly submit a conformed copy of the same to Owner.

IN WITNESS WHEREOF, the parties have executed this License Agreement as of the day and year first written above by their duly authorized representatives.

OWNER:

CITY OF KETCHUM:

By: _____

By: _____

Bill Sundali, Representative for
Crossbuck Subdivision Homeowners
Association

Neil Bradshaw, Mayor

By: _____

Shane Mace, Representative for
Crossbuck Subdivision Homeowners
Association

ATTEST:

Robin Crotty
City Clerk

STATE OF _____)
) ss.
County of _____)

On this ____ day of _____, 2019, before me, the undersigned Notary Public in and for said State, personally BILL SUNDALI, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same.

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

Notary Public for _____
Residing at _____
Commission expires _____

STATE OF _____)
) ss.
County of _____)

On this ____ day of _____, 2019, before me, the undersigned Notary Public in and for said State, personally SHANE MACE, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same.

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

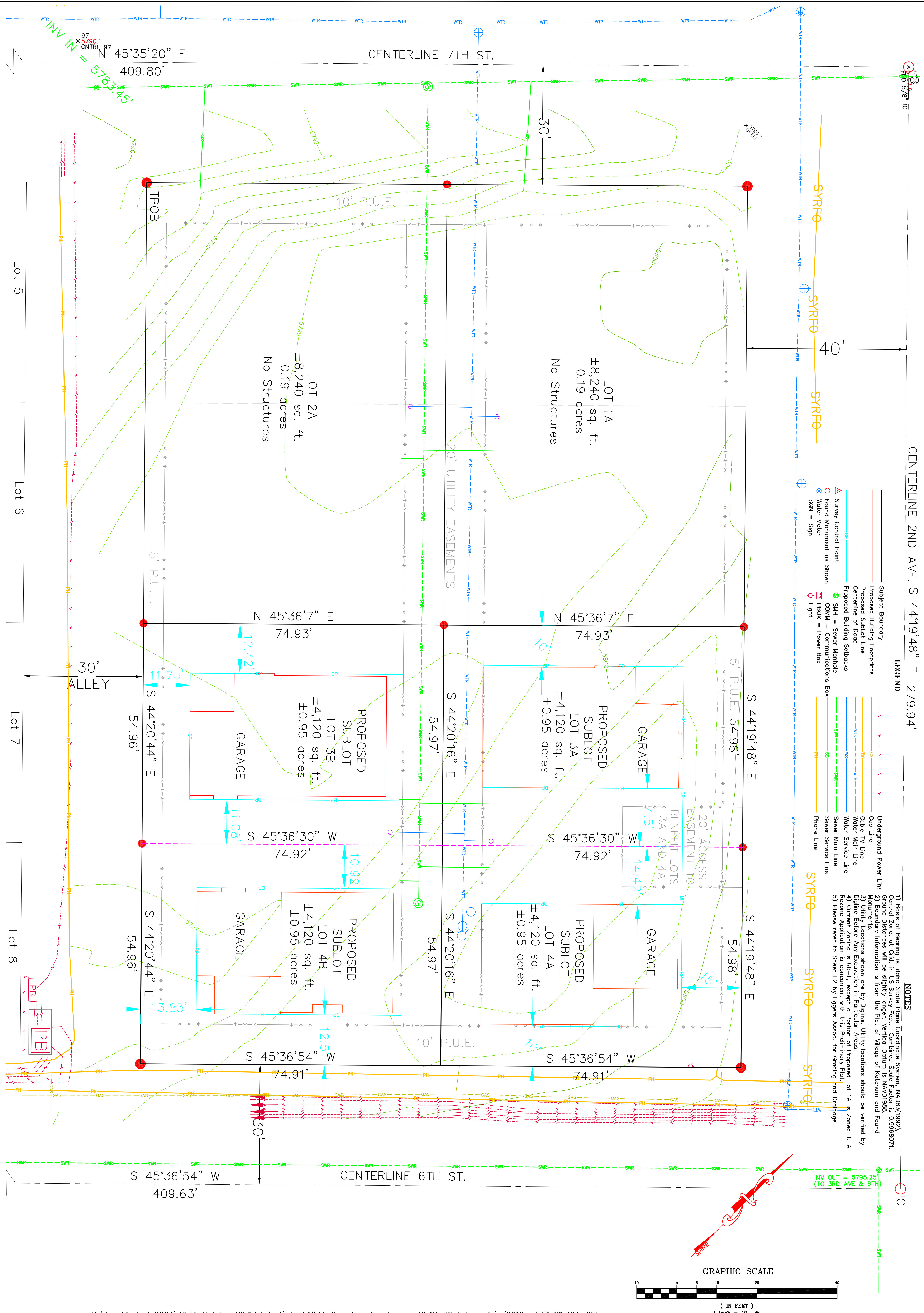
Notary Public for _____
Residing at _____
Commission expires _____

STATE OF IDAHO)
) ss.
County of Blaine)

On this ___ day of _____, 2018, 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 _____



CENTERLINE 2ND AVE. S 44°19'48" E 279.94'

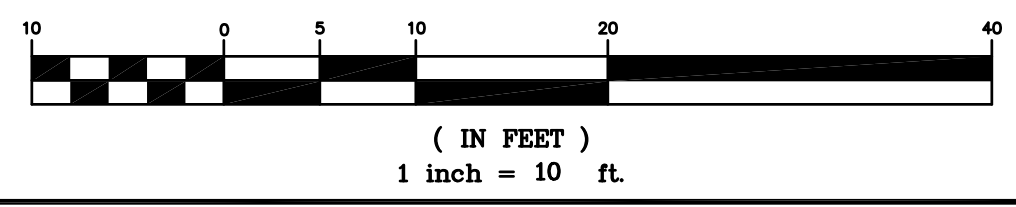
LEGEND

- Subject Boundary
- Proposed Building Footprints
- Proposed Sublot Line
- Centerline of Road
- Proposed Building Setbacks
- Undergrround Power Line
- Gas Line
- Cable TV Line
- Water Main Line
- Water Service Line
- Sewer Main Line
- Sewer Service Line
- Phone Line
- △ Survey Control Point
- Found Monument as Shown
- ⊗ Water Meter
- ⊕ SN = Sign
- ⊕ Light
- ⊕ SMH = Sewer Manhole
- ⊕ COM = Communications Box
- ⊕ PBOX = Power Box
- ⊕ Light

NOTES

- 1) Basis of Bearing is Idaho State Plane Coordinate System, NAD83(1983).
- 2) Boundary Information is from the Plat of Village of Ketchum and Found Monuments.
- 3) Utility Locations shown are by Digline. Utility locations should be verified by Digline Before Any Excavation in Particular Areas.
- 4) Current Zoning is GR-L, except a Portion of Proposed Lot 1A is Zoned T. A Rezoning Application is concurrent with this Preliminary Plat.
- 5) Please refer to Sheet L2 by Eggers Assoc. for Grading and Drainage

GRAPHIC SCALE
(IN FEET)
1 inch = 10 ft.



PROJECT PATH AND PRINT DATE U:\LandProjects2004\1274_KetchumBlk67Lts1-4\dwg\1274_CrossbuckTownHomes_PH1PrePlat.dwg 4/5/2019 3:51:29 PM MDT

| REVISIONS | NO | DATE | BY |
|---|----|---------|-----|
| Change Linetypes, Move 3A & 3B Units 2" | 1 | 05Apr19 | BWS |
| | | | |
| | | | |

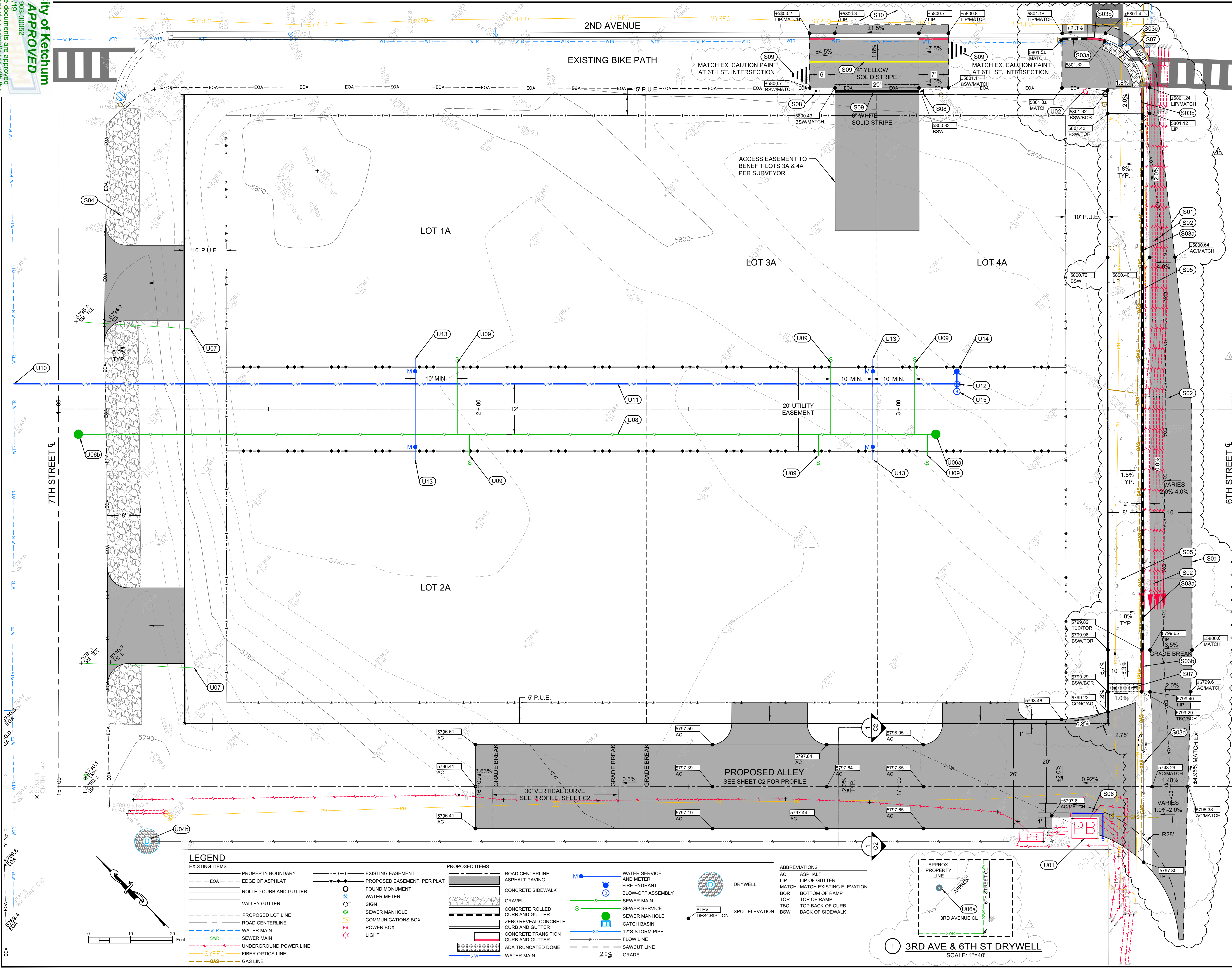


Alpine Enterprises Inc.
Surveying, Mapping, and Natural Hazards Consulting
660 Bell Drive, Unit 1
P.O. Box 2037, Ketchum, ID 83340 USA
(208) 727-1988 727-1987 fax
email: bsmith@alpineenterprisesinc.com

A PRELIMINARY PLAT SHOWING:
CROSSBUCK TOWNHOMES
WITHIN LOTS 3A, & 4A, BLOCK 67
S13, T.4N., R.17E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
PREPARED FOR SUNDALI AND MACE

These documents are approved contingent on compliance with the mark-ups and notes applied. This is not approval of any violation of any code, ordinance, statute or regulation.

BLD191003-00052
City of Ketchum
APPROVED



NOTE:
 1. SEE SHEET C0 FOR GENERAL NOTES.

CONSTRUCTION KEYNOTES
SITE IMPROVEMENTS
 S01 SAWCUT EXISTING ASPHALT TO A MINIMUM OF 24 INCHES TO PROVIDE FOR A CLEAN VERTICAL EDGE.
 S02 CONSTRUCT/REPAIR ASPHALT. SEE DETAIL 1, SHEET C3.
 S03 CONSTRUCT CONCRETE CURB AND GUTTER
 a. 3" ROLLED CONCRETE CURB AND GUTTER PER DETAIL 2, SHEET C3.
 b. CURB TRANSITION PER DETAIL 10, SHEET C3.
 c. ZERO REVEAL CURB AND GUTTER PER DETAIL 10, SHEET C3.
 d. 4" WIDE CONCRETE VALLEY GUTTER PER IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPW) STANDARD DETAIL SD-708.
 S04 INSTALL 8" WIDE GRAVEL SHOULDER PER CITY OF KETCHUM STANDARD
 S05 INSTALL CONCRETE SIDEWALK PER DETAIL 10, SHEET C3.
 S06 BOLLARDS, TO BE INSTALLED BY IDAHO POWER
 S07 CONSTRUCT ADA COMPLIANT PEDESTRIAN RAMP WITH TRUNCATED DOME DETECTABLE WARNING INSERT, TUFTILE OR APPROVED EQUAL.
 S08 INSTALL BLIND DRIVEWAY SIGN PER DETAIL 2, THIS SHEET PER MUTCD FIGURE 9B-1 OVER ULINE 12" CONVEX MIRROR (H 1547-0 OR APPROVED EQUAL, BOTTOM OF MIRROR SHALL BE 3' FROM FINISH GRADE, INSTALL ON KETCHUM STANDARD SIGN POST.
 S09 INSTALL BIKE PATH PAVEMENT MARKINGS PER PLANS
 S10 INSTALL NO PARKING PAVEMENT MARKINGS PER CITY OF KETCHUM ADJACENT TO DRIVEWAY

UTILITY IMPROVEMENTS
 U01 RETAIN AND PROTECT EXISTING POWER SWITCH GEAR AND CONCRETE VAULT.
 U02 REMOVE EXISTING STREET LIGHT AND REPLACE WITH NEW STREET LIGHT PER CITY OF KETCHUM STANDARD
 U03 (NOT USED)
 U04 INSTALL DRYWELL PER DETAIL 4, SHEET C4. GRADE SURROUNDING AREA FOR POSITIVE DRAINAGE TO DRYWELL RIM
 a. RIM ELEV.= MATCH EX. LP ELEV.
 b. RIM ELEV.= MATCH EX.
 U05 INSTALL 12" Ø D3034 PVC PIPE @ S=2.0% MIN.
 U06 INSTALL SANITARY SEWER MANHOLE
 a. RIM ELEV.= 5798.70
 IE OUT= 5791.83
 b. RIM ELEV.= 5793.4±
 IE IN (PROP)= 5785.70
 IE IN (EX)= 5785.6±
 IE OUT (EX)= 5785.5±
 U07 RETAIN AND PROTECT EXISTING SEWER SERVICE, CONTRACTOR SHALL VERIFY EXISTING LOCATION AND CONDITION OF SERVICE WITH FLOW TEST AND NOTIFY ENGINEER IF SERVICES DO NOT FUNCTION PROPERLY.
 U08 INSTALL 8" SANITARY SEWER MAIN, SEE PLAN AND PROFILE ON SHEET C2
 U09 INSTALL 4" SANITARY SEWER SERVICE
 U10 CONNECT TO EXISTING WATER MAIN. INSTALL 6"x8"x6" STAINLESS STEEL TAPPING SADDLE 6" GATE VALVE W/ THRUST BLOCKS
 U11 INSTALL 6" Ø PVC C-900 WATER MAIN. SEE DETAIL 9, SHEET C3 FOR TRENCHING DETAIL
 U12 INSTALL 6" D.I. TEE W/ THRUST BLOCK
 U13 INSTALL 2" WATER SERVICE PER DETAIL 6, SHEET C3
 U14 INSTALL FIRE HYDRANT ASSEMBLY W/ MOUNTAIN EXTENSION SEE DETAIL 7, SHEET C3
 U15 INSTALL 4" BLOW-OFF ASSEMBLY PER ISPWC SD-405.

LEGEND
EXISTING ITEMS
 - - - - - EOA - EDGE OF ASPHALT
 - - - - - ROLLED CURB AND GUTTER
 - - - - - VALLEY GUTTER
 - - - - - PROPOSED LOT LINE
 - - - - - ROAD CENTERLINE
 --- WTR --- WATER MAIN
 --- SWR --- SEWER MAIN
 --- SWR --- UNDERGROUND POWER LINE
 --- SYRFO --- FIBER OPTICS LINE
 --- GAS --- GAS LINE
PROPOSED ITEMS
 - - - - - ROAD CENTERLINE ASPHALT PAVING
 - - - - - CONCRETE SIDEWALK
 - - - - - GRAVEL
 - - - - - CONCRETE ROLLED CURB AND GUTTER
 - - - - - ZERO REVEAL CONCRETE CURB AND GUTTER
 - - - - - CONCRETE TRANSITION CURB AND GUTTER
 - - - - - ADA TRUNCATED DOME
ABBREVIATIONS
 AC ASPHALT
 LIP LIP OF GUTTER
 MATCH MATCH EXISTING ELEVATION
 BOR BOTTOM OF RAMP
 TOR TOP OF RAMP
 TBC TOP BACK OF CURB
 BSW BACK OF SIDEWALK
UTILITIES
 M AND METER
 FIRE HYDRANT
 BLOW-OFF ASSEMBLY
 SEWER MAIN
 SEWER SERVICE
 SEWER MANHOLE
 CATCH BASIN
 12" Ø STORM PIPE
 FLOW LINE
 SAWCUT LINE
 GRADE
OTHER
 DRYWELL
 SPOT ELEVATION
 ELEV. DESCRIPTION

KETCHUM BLOCK 67, LOTS 1-4
 LOCATED WITHIN SECTION 13, T.4 N., R.187 E., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
 PREPARED FOR BILL SUNDAL

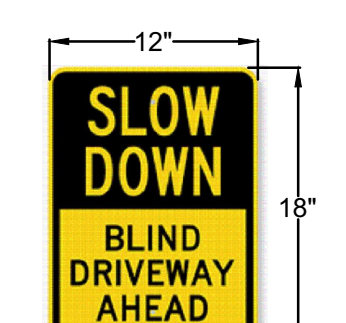
GALENA ENGINEERING, INC.
 Civil Engineers & Land Surveyors
 317 N. River Street
 Halley, Idaho 83333
 (208) 788-1705
 (208) 788-4612 fax
 email: galena@galena-engineering.com

REVISIONS

| NO. | DATE | BY | DESCRIPTION |
|-----|----------|-----|--------------------------------------|
| A | 04/02/19 | SKS | ALLEY REVISION-TURNFORMER CLEARANCE |
| A | 07/16/19 | SKS | SIDEWALK REALIGNMENT, GRADING DETAIL |
| A | 07/25/19 | SKS | SIDEWALK REALIGNMENT, GRADING DETAIL |
| A | 08/15/19 | SKS | PATH CROSSING SIGNAGE, 8TH DRAINAGE |
| A | 08/29/19 | SKS | SIDEWALK WIDENING |

PROFESSIONAL ENGINEER
 17616
 08/29/2019
 STATE OF IDAHO
 SARA MATHA STAHLINGER

C1



2 BLIND DRIVEWAY SIGN
 N.T.S.

1 3RD AVE & 6TH ST DRYWELL
 SCALE: 1"=40'

WHITE PETERSON

ATTORNEYS AT LAW

MARC J. BYBEE
WM. F. GIGRAY, III
KIRK J. HOUSTON
MATTHEW A. JOHNSON
JAY J. KIIHA **
WILLIAM F. NICHOLS *
BRIAN T. O'BANNON *

WHITE, PETERSON, GIGRAY & NICHOLS, P.A.
CANYON PARK AT THE IDAHO CENTER
5700 E. FRANKLIN RD., SUITE 200
NAMPA, IDAHO 83687-7901
TEL (208) 466-9272
FAX (208) 466-4405
EMAIL: mjohnson@whitepeterson.com

PHILIP A. PETERSON
WILLIAM L. PUNKONEY

TERRENCE R. WHITE **
OF COUNSEL
WILLIAM F. "BUD" YOST
OF COUNSEL

* Also admitted in OR
** Also admitted in WA

December 11, 2019

To: Mayor and Council, City of Ketchum
Delivered via 12/16/19 Council Packet

From: Matthew Johnson, City Attorney

Re: Trail Creek Fund, LLC, to Harriman Hotel, LLC, Assignment

Background:

The City Council held a special meeting on December 9, 2019, at which a determination was made upon whether Trail Creek Fund, LLC, had cured a noticed default of its Development Agreement by providing sufficient proof of financing. The Council determined in a 3-1 vote that such breach had been cured.

As part of the public comments and Council deliberation, a concern was raised about the submitted financing documents referencing Harriman Hotel, LLC, rather than Trail Creek Fund, LLC. It was represented to the Council that this was due to an assignment of all of Trail Creek Fund's interests in the Project to Harriman Hotel, LLC. This representation was made both verbally and by written letter dated December 7, 2019, from Ed Lawson, attorney for the Developer. During deliberations, there was assurance from Mr. Lawson that appropriate assignment documents would further be provided as "housekeeping" to further clarify and finalize this assignment.

Mr. Lawson has provided the attached Assignment Agreement. The Agreement has been reviewed by staff and legal counsel for the City. The Agreement clearly indicates the appropriate assignment and acceptance of all development interests from Trail Creek Fund to Harriman Hotel. While the Agreement is between Trail Creek Fund (Assignor) and Harriman Hotel (Assignee), the Agreement also does include a signatory spot at the end for the City to designate its review and consent to the assignment.

Recommended Motion: "I move that the City accept the Assignment Agreement 20441 as presented and authorize the Mayor to sign designating the City's consent to such after execution by Assignor and Assignee."

| | |
|--|--|
| <p>RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:</p> <p>Lawson Laski Clark, PLLC Post Office Box 3310 Ketchum, ID 83340 Attn: Edward A. Lawson</p> | |
|--|--|

(SPACE ABOVE LINE FOR RECORDER'S USE)

ASSIGNMENT AGREEMENT 20441

THIS ASSIGNMENT AGREEMENT, (this "Agreement") is made and entered into effective as of December 5, 2019 (the "Effective Date"), by and between Harriman Hotel, LLC, an Idaho limited liability company ("Assignee"), and Trail Creek Fund, LLC, an Idaho limited liability company ("Assignor").

RECITALS

WHEREAS, Assignee and Assignor have entered into a Contribution Agreement with Jack E. Bariteau, Jr. as trustee of the Jack E. Bariteau, Jr. Separate Property Trust (the "Contribution Agreement"), providing for, among other things, the conveyance by Assignor to Assignee of the real property ("Property") described as 300 E. River Street, Lot 2, Block 87, Ketchum, Idaho.

WHEREAS, Assignor has acquired or may have used or acquired certain intangible rights ("Intangibles") in connection with the Property, including but not limited to rights related to trade names, easements, licenses, permits, air rights, certificates of occupancy, rights of way, agreements pertaining to utilities, water and mineral rights, express and implied warranties, rights relating to construction of improvements on the Property including but not limited to: (i) the Planned Unit Development Permit Conditional Use Permit ("CUP") to develop and operate a Hotel ("Project") on the Property; (ii) the building permits to construct the Project and related improvements ("Building Permit"); and that certain Amended and Restated Development Agreement between Assignor and the City of Ketchum, dated October 5, 2015 and recorded in the records of Blaine County, Idaho as Instrument No. 630816 and the Corrected Amendment to Amended and Restated Development Agreement, dated June 21, 2016, and recorded in the records of Blaine County, Idaho on June 22, 2016 as Instrument No. 635897, as amended by the First Amendment to Amended and Restated Development Agreement dated June 4, 2018 and recorded on June 5, 2018 as Instrument NO. 652281, records of Blaine County, Idaho ("Development Agreement") describing and defining the Project.

WHEREAS, Assignor desires to assign to Assignee all of his rights, titles, and interest in the Intangibles and Assignee is willing to accept such an assignment.

NOW, THEREFORE, in consideration of the mutual promises, representations, warranties and covenants set forth herein, the parties hereto hereby agree as follows:

1. Agreement of Intangibles. On the Effective Date, Assignor hereby conveys, transfers and assigns to the Assignee, its successors and assigns, all of Assignor's title, rights and interests in and to the following Intangibles, to the extent that same are assignable: Assignee hereby accepts the assignment and assumes all of the obligations associated with the Intangibles arising from and after the date hereof.

- (A) all plans, specifications, surveys, architectural renderings and drawings, soil test reports, other reports or examinations of the Property, architectural contracts, engineering contracts, construction contracts, subcontracts and contracts with material suppliers;
- (B) all service contracts, maintenance contracts, management agreements, warranties, guaranties and the right to use all names now or hereafter used by Assignor in connection with the Property;
- (C) the CUP, Building Permit and Development Agreement, and other all permits, certificates, licenses, approvals, contracts, agreements, entitlements and authorizations, however characterized, issued or in any way furnished for the acquisition, construction, development, operation, use and occupancy of the Property, including without limitation, certificates of occupancy;
- (D) all declarations of covenants or restrictions, regulatory agreements, redevelopment agreements, condominium declarations, homeowners' declarations or other documents including, without limitation, any articles of incorporation or bylaws of any association or corporation formed pursuant to a condominium or homeowners' declaration now or hereafter regulating or affecting the use of any portion of the Property ("Property Regulation Documents");
- (E) all soil borings and architectural, engineering, subdivision, access and other tests, studies or reports made or to be made with respect to the Property;
- (F) all market analyses, appraisals and development and economic feasibility studies made or to be made with respect to the Property;
- (G) all environmental reports, studies and letters related to the Property heretofore or hereafter received or obtained by or on behalf of Assignor; and
- (H) all claims, demands, judgments, insurance proceeds, rights of action, awards or damages, compensation and settlements resulting from the taking of all or any part of the Property under the power of eminent domain or for any damage (whether caused by such taking or casualty or otherwise) to all or any part of the Property.

which Assignor has, may have, or may subsequently directly or indirectly enter into, obtain or acquire in connection with the acquisition, improvement, ownership, operation, leasing or maintenance of the Property.

2. **Acceptance of Assignment.** Assignee agrees to and does hereby accept the assignment and conveyance of the Intangibles and agrees to perform all obligations of Assignor arising under or by virtue of the Intangibles, including but not limited to the obligations of Assignor under the City of Ketchum Security Agreement recorded on December 6, 2018 as Instrument No. 656999, records of Blaine County, Idaho.

3. **Successor Developer Status.** Assignor covenants and agrees that Assignee shall have the right to succeed to all of the right, title and interest of Assignor, as “*Declarant*” or “*Developer*” or under any other title, under any or all of the Property Regulation Documents by recording a certificate in the official records of the county in which the Property is located stating that Lender or such subsequent purchaser of the Property has so elected, and such certificate shall conclusively establish that Lender or such subsequent purchaser of the Property, and any person claiming by or through Lender, is the “*Declarant*” or “*Developer*” or such other title, as applicable. Such certificate shall not require the consent, approval or joinder of Assignor, but Assignor hereby agrees to join in, consent to and approve such certificate upon written request.

4. **Waiver and Indemnity.** Assignor hereby agrees that no liability shall be asserted or enforced by Assignor against Assignee in its exercise of the powers and rights herein granted, all such liability being hereby expressly waived and released by Assignor. Assignor hereby agrees to indemnify, defend and hold Assignee harmless from and against any and all liability, expense, cost or damage which Assignee may incur by reason of any act or omission of Assignor under any of the documents, instruments, or agreements constituting the Intangibles.

5. **Notices.** All notices and demands which are required or permitted to be given or served hereunder shall be deemed sufficiently served when delivered or mailed in the manner and to the persons described in the Development Agreement.

6. **Counterparts; Electronic Signatures.** This Agreement may be executed in any number of counterparts, all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Receipt of an executed signature page to this Agreement by electronic transmission shall constitute effective delivery thereof.

7. **Miscellaneous.** This Agreement and all rights and liabilities hereunder and in and to any and all Intangibles shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and permitted assigns. The validity, enforcement and interpretation of this Agreement shall for all purposes be governed by and construed in accordance with the laws of the State of Idaho. All provisions of this Agreement shall be deemed valid and enforceable to the extent permitted by law. Any provision or provisions of this Agreement which are held unenforceable, invalid or contrary to law by a court of competent jurisdiction, shall be of no force or effect, and in such event each and all of the remaining provisions of this Agreement shall subsist and remain and be fully effective according to the terms of this Agreement as though such invalid, unenforceable or unlawful provision or

provision had not been included in this Agreement. Time is of the essence of this Agreement, the headings of sections in this Agreement are for convenience only and shall not be construed in any way to limit or define the content, scope or intent of the provisions hereof.

IN WITNESS WHEREOF, the parties have each signed this Agreement as of the date first above written.

Assignor: Trail Creek Fund, LLC, an Idaho limited liability company

By: _____
Jack E. Bariteau, Jr. as Trustee of the Jack E. Bariteau, Jr. Separate Property Trust, as Managing Member

Assignee: Harriman Hotel, LLC, an Idaho limited liability company

By: Waypoint, LLC, an Idaho limited liability company, its Managing Member

By: _____
Jack E. Bariteau, Jr. its Managing Member

CONSENT OF CITY OF KETCHUM

The City of Ketchum, Idaho consents to the terms of the Agreement notwithstanding any contrary terms contained in the Development Agreement.

City of Ketchum, Idaho, a municipal corporation

By: _____
Neil Bradshaw, Mayor

Attest:

Robyn Crotty, City Clerk



City of Ketchum

December 16, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Agreement 20442 with Dell Financial Services for the Leasing of Computers

Recommendation and Summary

Staff is recommending the council authorize the Mayor to enter into agreement 20442 with Dell Financial Services for the leasing of computers using the following motion:

"I move to enter into a Lease Agreement with Dell Financial Services to and authorize the Mayor to sign the Lease Agreement."

The reason for the recommendation is as follows:

- The City of Ketchum recently transitioned to a lease arrangement wherein computer workstations are no longer owned by the City.

Introduction and History

The City of Ketchum recently transitioned to a lease arrangement wherein computer workstations are no longer owned by the City. Leasing computers has been a cost effective, easy to budget process that ensures that all software licenses are compliant. The first lease term under this arrangement has recently concluded with positive service quality experienced by the City.

Analysis

For the Fiscal Year 2020, the City is seeking to lease 30 desktop work stations, 3 laptop, 55 monitors, and accompanying soundbars and adapters.

Financial Impact

The City has received a quote from Dell Financial Services outlining an annual cost of \$14,192.26. The quote is attached for reference. The funds for this lease are included in the budget.

Attachment A: Dell Quote



Prepared For:

City of Ketchum

Grant Gager
ggager@ketchumidaho.org

November 14, 2019

Thank you for giving Dell Financial Services L.L.C. ("DFS") the opportunity to provide a technology financing solution. Enclosed is a financing proposal for your new technology needs. We look forward to discussing this opportunity in further detail with you. If you have any questions, please contact me at the phone number or email address below.

| | |
|-----------------|------------|
| Term | 36 |
| Option | FMV |
| Payments: | Annual |
| Consolidation: | Monthly |
| Payments Due: | Advance |
| Interim Rent: | None |
| Rate Factor | 3 |
| Payments | |

| ABTECH Technologies Quote Number | Summary Product Description | Product Price | Quantity | Extended Price | Rate Factor | Payments |
|----------------------------------|--|---------------|----------|--------------------|-------------|--------------------|
| ABTQ8366 | OptiPlex 5070 SFF XCTO | \$962.65 | 30 | \$28,879.50 | 0.30941 | \$8,935.61 |
| | Latitude 5500 XCTO Base | \$1,385.85 | 3 | \$4,157.55 | 0.30941 | \$1,286.39 |
| | Dell 24 Monitor - P2419H | \$183.23 | 55 | \$10,077.65 | 0.30941 | \$3,118.13 |
| | Dell Pro Stereo Soundbar - AE515M Skype for Business Certified | \$53.57 | 30 | \$1,607.10 | 0.30941 | \$497.25 |
| | Precision 3630 Tower CTO BASE | \$1,146.98 | 1 | \$1,146.98 | 0.30941 | \$354.89 |
| TOTALS | | | | \$45,868.78 | | \$14,192.26 |

Proposal Expiration Date:
 December 14, 2019

PLEASE NOTE:

Personal Property Taxes (PPT) do not apply to this lease.

Leasing and financing provided by Dell Financial Services L.L.C. or its affiliate or designee ("DFS") to qualified customers. Offers may not be available or may vary in certain countries. Where available, offers may be changed without notice and are subject to product availability, credit approval, execution of documentation provided by and acceptable to DFS, and may be subject to minimum transaction size. Offers not available for personal, family or household use. Dell and the Dell logo are trademarks of Dell Inc. Proposal is property of DFS, contains confidential information and shall not be duplicated or disclosed in whole or part. Proposal is not a firm offer of financing. Pricing and rates based upon the final amount, configuration and specification of the supplied equipment, software, services or fees. Prorata payment may be due in the first payment cycle. Proposal excludes additional costs to customer such as shipping, maintenance, filing fees, applicable taxes, insurance and similar items. Proposal valid through the expiration date shown above, or if none is specified, for 30 calendar days from date of presentation.

End of Term Options:

Fair Market Value (FMV) Lease:

- Exercise the option to purchase the products at the then fair market value.
- Return all products to lessor at the lessee's expense.
- Renew the lease on a month to month or fixed term basis.

Tiffany Collins

Financial Solutions Representative

Dell | Financial Services
 office + 1 512 723-7225

Tiffany.Collins@Dell.com

Additional Information:

LEASE QUOTE: The Lease Quote is exclusive of shipping costs, maintenance fees, filing fees, licensing fees, property or use taxes, insurance premiums and similar items which shall be for Lessee's account. Lessee will pay payments and all other amounts without set-off, abatement or reduction for any reason whatsoever. Additionally, Lessee shall declare and pay all sales, use and personal property taxes to the appropriate taxing authorities. **If you are sales tax exempt, please provide a copy of your Exemption Certificate with the Lease Contract.** If Lessee provides the appropriate tax exemption certificates to DFS, sales and use taxes will not be collected by DFS. However, if your taxing authority assesses a **personal property tax** on leased equipment, and if DFS pays that tax under your lease structure, **Lessee must reimburse DFS for that tax expense in connection with the Lessee's lease.**

PURCHASE ORDER: The Purchase Order must be made out to Dell Financial Services L.L.C., One Dell Way, RR8-23, Round Rock, TX 78682. The Purchase Order will need to include the quote number, quantity and description of the equipment. Please be sure to indicate that the PO is for a lease order and shows the type of lease, the term length, and payment frequency. The date of the lease quote referenced should be included. Please be sure to include any applicable shipping costs as a line item and include your address as the SHIP TO destination.

INSURANCE: The risk of loss on the equipment is borne solely by the Lessee. Lessee shall be required to purchase and maintain during the Term (i) comprehensive public liability insurance naming Lessor as additional insured; and (ii) "all-risk" physical damage insurance in a minimum amount of the Purchase Price, naming DFS as first loss payee.

APPROPRIATION COVENANT: The Lease will contain an appropriation of funds clause. The Lessee will covenant that it shall do all things legally within its power to obtain and maintain funds from which the payments may be paid.

DOCUMENTATION: In addition to a duly executed Agreement, other documents as reasonably requested by DFS may be required, such as but not limited to, opinions of counsel, IRS tax exemption forms (if applicable), and audited financials.

PROPOSAL VALIDITY / APPROVALS: This is a proposal based upon market conditions and is valid for 30 days, is subject to final credit approval, review of the economics of the transaction, and execution of mutually acceptable documentation. Upon expiration, lease rates may be changed in the event that market rates change.



City of Ketchum

December 16, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

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

Recommendation and Summary

Staff is recommending the Council adopt the following three motions:

- (1) Move to approve the proposed approximately 110' x 30' Partial Alley Vacation Application in Block 57 immediately adjacent to property owned by Bariteau and Holt & Johnson, LLC consistent with **Attachment A.1**.

(Note: a copy of the June 10, 2019 Commission approved Vacation findings are set forth in **Attachment A** and in **Attachment A.1** is a copy of the proposed Vacation findings for the signature of the Mayor).

- (2) Move to approve the proposed Preliminary Plat map and findings of fact for Lots 1B and 6A of Block 57 of the Ketchum Townsite consistent with **Attachment B.1**.

(Note: a copy of the June 10, 2019 Commission approved Preliminary Plat findings and associated plat are set forth in **Attachment B** and in **Attachment B.1** is a copy of the proposed preliminary plat findings for the signature of the Mayor).

- (3) Move to approve the proposed Development Agreement for the 1st and 4th Street project as set forth in **Attachment C.1**.

(Note: a copy of the June 10, 2019 Commission approved Preliminary Plat findings and associated plat are set forth in **Attachment C** and in **Attachment C.1** is a copy of the proposed development agreement for the signature of the Applicant and the Mayor).

The reasons for the recommendations are as follows:

- Vacating alleyway access when (1) safer alternatives exists, (2) neighboring uses are not inhibited, (3) appropriate design solutions are forwarded, (4) necessary utility and pedestrian accommodations are provided, and the public interest is served is consistent with Idaho Code and the provisions of the Ketchum Municipal Code. (See **Attachment D** for public interest rubric details, including the interests

of adjacent property owners, the city traditionally applies to project design and vacation applications); and

- Approving a preliminary plat, design review, and memorializing key provisions of the City's determination on the 1st and 4th Mixed Use project within a Development Agreement is a best practice in planning and zoning matters that involve multiple procedural requirements and factual determinations.

Introduction and History

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

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

Alley Vacation & Preliminary Plat: Staff recommends conditional approval of both the partial alley vacation and plat amendment, provided: maintenance terms for both the vacated and un-vacated portions of the Block 57 alley are satisfactorily resolved. Noted public interest concerns that are addressed in the development agreement that will be further refined in the alley maintenance agreement to be recorded prior to building permit issuance include, by alleyway area, the following:

Proposed Block 57 **Vacated** Alleyway Area

- Snowmelt
- Continued Pedestrian Access
- Utility & Emergency Access

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

- Snowmelt system design
 - Boiler system
 - Pavement specification
- Relocation of Idaho Power equipment in the right of way
- On-going maintenance responsibilities
 - Alleyway repair and upkeep
- Fire protection and emergency services
- Utility services (IPCO, Clear Creek, etc)

Development Agreement: To help memorialize key provisions of the City's deliberations, a Development Agreement has been recommended by the Commission to Council for recordation against the Property affected by Bariteau's 1st and 4th Mixed-Use Project. Subject development agreement has been updated by staff with input from the applicant. This is a best practice and **Attachment C.1** includes all the key provisions contained in the Commission's Design Review approval, as well as *updated* Findings of Fact and Conclusions of Law for the Vacation and Preliminary Plat (see **Attachments A.1 and B.1**). Among other provisions, updates include: clarification on Blaine County Housing Authority management of the covenant deeds on fifteen (15) units in the project; and, final plat recordation and conveyance of the alley property to subject Lots 1B and 6A of Block 57 of the Ketchum Townsite *after* issuance of the 1st & 4th Project certificate of occupancy. Subject development agreement also includes the need for the applicant, prior to building permit issuance, to enter into three additional agreements with the city as follows: (1) Floor Area Ratio Exceedance Agreement; (2) Encroachment Agreement for 4th Street and 1st Avenue improvements; and, (3) Alley Maintenance Agreement.

Attachments

- A - Partial Alley Vacation Findings, as Signed by Commission Chair on June 10, 2019
- A.1 - Partial Alley Vacation Findings, as proposed for signature by the Mayor
- B - Preliminary Plat Findings, as Signed by Commission Chair on June 10, 2019
- B.1 - Preliminary Plat Findings, as proposed for signature by the Mayor
- C - Development Agreement, as Approved by the Commission on June 10, 2019
- C.1 - Development Agreement, as proposed for signature by the Mayor
- D - Public Interest Rubric for Vacations
- E - Excerpt of Approved Design Review Drawings for 1st and 4th Mixed Use Project
- F - Written Public & Agency Comment Received for Council Hearing(s)

Attachment A

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

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

BACKGROUND FACTS

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

REPRESENTATIVE: Benchmark Associates

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

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

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

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

GENERAL FINDINGS OF FACT

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

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

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

CONSIDERATIONS & RECOMMENDATION

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

PROCESS AND CRITERIA FOR REVIEW

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

16.04.050: VACATIONS AND DEDICATIONS:

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

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

Findings:

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

CONCLUSIONS OF LAW

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

DECISION

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

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

This approval is subject to the following conditions:

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

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

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

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



Planning & Zoning Commission Chair or Vice-Chair

Attachment A.1

Partial Alley Vacation Findings, as proposed for signature by the Mayor

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

BACKGROUND FACTS

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

REPRESENTATIVE: Benchmark Associates

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

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

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

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

GENERAL FINDINGS OF FACT

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

3. As evidenced by the survey, the area proposed for alley vacation is not suitable for vehicular access, particularly during winter months, due to steep slopes and limited sight visibility for westbound traffic on 4th Street; and, as such, subject alleyway is under-used.
4. Block 57 currently has a through alley which has been maintained by the city. As noted by the city streets department, the city historically has plowed snow to the north end of the alley, storing snow on the northern portion of the alleyway that is the subject of this alley vacation. The plowing and storage of snow on the northern portion of the alleyway effectively closes the alley to vehicular and pedestrian use during winter months. If the north section of the alley is vacated, the city street department would not necessarily continue to maintain the alley as the city typically does not maintain partial alleys.
5. Future maintenance of the non-vacated portion of the alley will be subject to an alley maintenance agreement entered into by Jack E. Bariteau Jr Separate Property Trust UTA (Bariteau) and the City. Subject agreement shall provide maintenance terms for both the vacated and un-vacated portions of the Block 57 alley and address a number of public interest concerns, including: (a) the snowmelt of the entire Block 57 alleyway; (b) continued pedestrian, utility and emergency access; (c) details of the snowmelt design system, boiler system, and pavement specifications; (d) relocation of Idaho Power equipment in the right of way; and, (e) on-going maintenance responsibilities and alleyway repair and upkeep.
6. Based on title and survey work by Benchmark Associates, there are utilities within the Block 57 alleyway, which will be duly noted within the public utility easements referenced on the final plat. One of the utilities in the alleyway that requires additional attention is the Ketchum Springs Water Line, which is tentatively scheduled to be abandoned in September 2020 and includes service stubs to 4-of-the-5 properties in Block 57. The fifth property is the Holt Johnson LLC property that will enjoy half of the vacated alley with this project. As noted by the Ketchum Water Department comments, if the Applicants wants to start excavation on the alley before the City abandons the existing Ketchum Springs Water Line and provides new service stubs/tie-ins for each of the properties in Block 57, then the Applicant should plan to pay the full cost of conversion for each of the properties.
7. Based on the recommendation of the Planning and Zoning Commission, upon hearing evidence by the public, there is a need to preserve pedestrian and/or non-vehicular access within the vacated portion of the Block 57 alleyway. Subject pedestrian/non-vehicular access shall be memorialized (a) within the Development Agreement recorded against the 391 N. 1st Ave / Bariteau property and (b) on the Final Plat for Ketchum Townsite: Block 57: Lots 1B and 6A (affecting both the 391 N. 1st Ave / Bariteau property and 160 W. 4th / Holt & Johnson LLC property). Further, to assure usability of the pedestrian/nonvehicular access the Applicant agreed, upon recommendation by the Commission, to (a) sign subject easement for public use, (b) assure the walkway is properly lit in accordance with the city night sky ordinance, and (c) snowmelt the entire 110' walkway including the stairway.

8. Any future building proposed on either Lots 1B or 6A will not intrude into the vacated alleyway.
9. As recommended in the Ketchum Comprehensive Plan, subject alley vacation balances the “relationship between physical development goals, such as land use and infrastructure or land conservation, with social and economic goals, such as economic development.”
10. A key social and economic public benefit of the alley vacation is the concomitant offer by Bariteau to construction and provide fifteen on-site employee housing units on subject Lot 1B as specified in the Planning and Zoning approved design review documents, dated May 31, 2019. Three of such depicted units shall be deed-restricted community housing units, with such covenant to be managed by Blaine County Housing Authority. Twelve such depicted units shall be dedicated to on-site employee housing. In the event Owner determines not to use such for on-site employee housing, then such units shall be committed as deed-restricted community housing units, with such covenant to be managed by Blaine County Housing Authority.

CONSIDERATIONS & RECOMMENDATION

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

PROCESS AND CRITERIA FOR REVIEW

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

16.04.050: VACATIONS AND DEDICATIONS:

- A. *Application: Any property owner desiring to vacate an existing public street, alley or easement right of way, or desiring to dedicate a street or alley right of way shall file an application with the administrator. Upon receipt of the completed application and other information reasonably required by the administrator, the date of acceptance of the application shall be affixed on the application. Thereafter, such application shall be placed upon the commission agenda for consideration at a regular meeting of the commission, and the procedures followed for such vacations shall comply with Idaho*

Code sections 50-1321, 50-1325 and 50-1306(A), including subsequent amendment or codification.

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

Findings:

- 1. This application has been made by the owner of all properties abutting the public right-of-way proposed for vacation, and said request for vacation has been adequately noticed, per I.C. 50-1321.
- 2. Future development of the neighborhood and, particularly, the remainder of the Block 57 properties abutting subject alleyway are not compromised by the proposed Holt/Bariteau alley vacation as the existing alleyway access for each of the properties south of the proposed vacation area are retained. Further, access from these properties is typically not possible during winter months and access to the south is onto Sun Valley Road at a relatively flat grade and with good sight distances in each direction.
- 3. Portions of the alleyway right of way considered for vacation include public utilities, which will be memorialized within public utility easements on the final plat.
- 4. The proposed alley vacation in Block 57 is found to be in the public interest, provided:
(a) both a public utility and pedestrian/non-vehicular easement, which is inclusive of public amenities such as bike racks and benches, is reserved concurrent with the

vacation order; (b) an alleyway maintenance agreement is entered into as set forth herein; (c) no new buildings on new Lot 1B or 6A encroach into subject 30' x 110' vacated alleyway; (d) the entire 110' walkway including the stairway within subject pedestrian/non-vehicular easement is kept free of snow during winter months using a snowmelt system, is signed for public use, and properly lit in accordance with the city night sky ordinance; (e) Bariteau constructs and provides fifteen on-site employee housing units on subject Lot 1B as specified in the Planning and Zoning approved design review documents, dated May 31, 2019; and (f) the existing Ketchum Springs Water Line within Block 57 is properly vacated and new service lines and metering is extended to all properties within Block 57 that are currently serviced by subject Ketchum Springs Water Line. Because city funds are not available for the re-connection of water lines, subject costs shall be borne by the applicant unless otherwise agreed to in writing by the City Council.

CONCLUSIONS OF LAW

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

DECISION

THEREFORE, the Ketchum City Council approves the request of the Applicants to:

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

This approval is subject to the following conditions:

1. Dedication of a public utility and emergency access easement on the final plat prior to recordation.
2. Dedication of a pedestrian/non-vehicular access easement, inclusive of non-vehicular

public amenities such as bike racks and benches, within the vacated portion of the Block 57 alleyway. Subject dedication shall be reflected (a) within the Development Agreement recorded against the 391 N. 1st Ave / Bariteau property; and, (b) on the recorded Final Plat for Ketchum Townsite: Block 57: Lots 1B and 6A (affecting both the 391 N. 1st Ave / Bariteau property and 160 W. 4th / Holt & Johnson LLC property). Further, subject dedication area (and, particularly, the 110' walkway including the stairway within subject pedestrian/non-vehicular easement) shall be: (a) kept free of snow during winter months using a snowmelt system, (b) signed for public use, and (c) be properly lit in accordance with the city night sky ordinance.

3. Future maintenance of the alley is subject to an alley maintenance agreement entered into by Bariteau and the City. Subject agreement shall provide maintenance terms for both the vacated and un-vacated portions of the Block 57 alley and address a number of public interest concerns, including: (a) the snowmelt of the entire Block 57 alleyway; (b) continued pedestrian, utility and emergency access; (c) details of the snowmelt design system, boiler system, and pavement specifications; (d) relocation of Idaho Power equipment in the right of way; and, (e) on-going maintenance responsibilities and alleyway repair and upkeep.
4. No buildings on new Lots 1B or 6A shall encroach into subject 30' x 110' vacated alleyway.
5. In compliance with City and Health Department requirements, the existing Ketchum Springs Water Line within Block 57 needs to be properly abandoned and new service lines and metering extended to all properties within the entirety of Block 57. Because city funds are not currently available for this project, if the Applicants wants to start excavation on the alley before the City abandons the existing Ketchum Springs Water Line, then the Applicant is responsible for providing new service stubs/tie-ins for each of the properties in Block 57 and the full cost of conversion for each of the properties.
6. Bariteau to construction and provide fifteen on-site employee housing units on subject Lot 1B as specified in the Planning and Zoning approved design review documents, dated May 31, 2019 and further noted herein.
7. Completion of the Project and issuance of a Certificate of Occupancy, as contemplated in the Development Agreement between Bariteau and City. Quitclaim deeds completing and effectuating the vacation will not be issued and delivered until satisfaction of this condition.

Findings of Fact **adopted** this 16th day of December 2019.

Neil Bradshaw, Mayor

Robin Crotty, City Clerk

Attachment B

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

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

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

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

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

Findings:

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


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

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

Decision:

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

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



Planning & Zoning Commission Chair or Vice -Chair

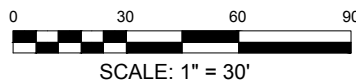
KETCHUM TOWNSITE: BLOCK 57: LOTS 1B & 6A

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

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

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

APRIL 2019
PRELIMINARY PLAT



LEGEND

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

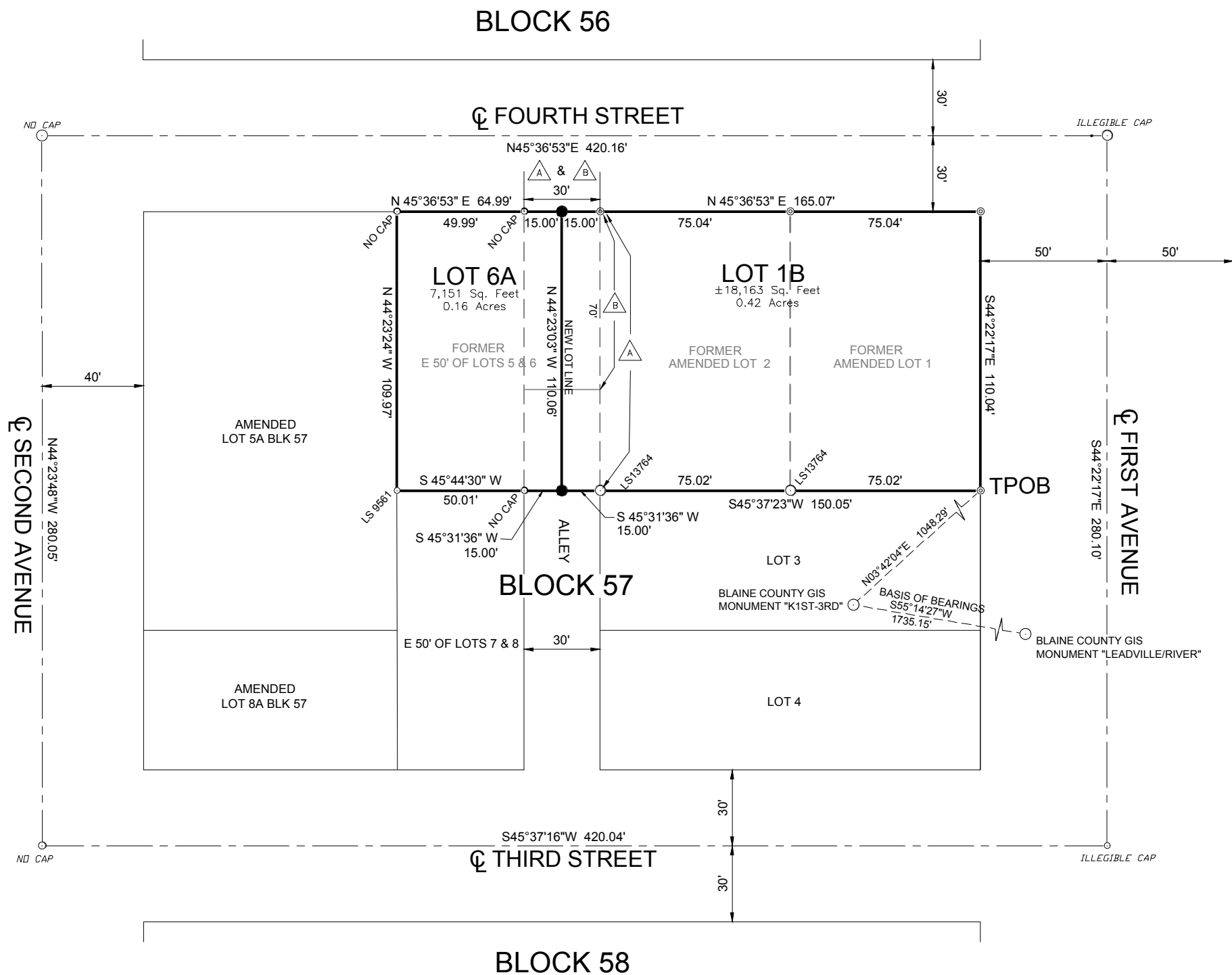
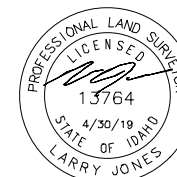
NOTES:

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

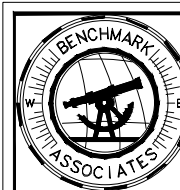
HEALTH CERTIFICATE

Sanitary restrictions as required by Idaho Code Title 50, Chapter 13, have been satisfied. Sanitary restrictions may be reimposed, in accordance with Idaho Code Title 50, Chapter 13, Section 50-1326, by the issuance of a certificate of disapproval.

Date: _____ South Central Public Health District, REHS



BLOCK 37



**KETCHUM TOWNSITE:
BLOCK 57: LOTS 1B & 6A**
LOCATED WITHIN
SECTION 13, TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M.,
CITY OF KETCHUM, BLAINE COUNTY, IDAHO

PREPARED FOR: JACK BARITEAU
PROJECT NO. 19020 DWG BY: DWS/CPL 19020PG1.DWG
PRELIMINARY PLAT DATE: 04/30/2019 SHEET: 1 OF 1

Attachment B.1

Preliminary Plat Findings, as proposed for signature by the Mayor

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

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

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

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

Findings:

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

utilities; and (b) a plat note depicting Lot 1B owner's on-going responsibilities to assure the entire 110' walkway including the stairway within subject pedestrian/non-vehicular easement is: (i) kept free of snow during winter months using a snowmelt system, (ii) signed for public use, and (iii) properly lit in accordance with the city night sky ordinance. Further, subject pedestrian easement shall by plat note allow the installation of public amenities (e.g., bench, bike rack, etc) by city and/or owners.

7. An alley maintenance agreement to benefit all owners within Block 57 shall be entered into between Lot 1B owner and city consistent with the vacation order and development agreement associated with subject project on Lot 1B so that the unvacated section of alleyway can continue to be maintained.
8. The plat will clearly note that no buildings on new Lots 1B or 6A are permitted to encroach into the approximately 30' x 110' vacated alleyway.
9. The development agreement affecting Lot 1B shall be recorded against the property and referenced on the plat.

Decision:

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

Findings of Fact **adopted** this 16th day of December 2019.

Neil Bradshaw, Mayor

Robin Crotty, City Clerk

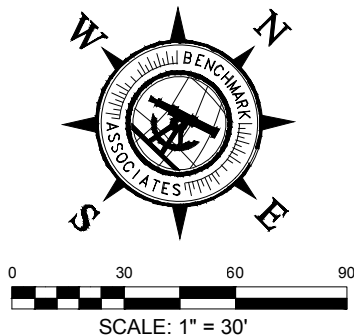
KETCHUM TOWNSITE: BLOCK 57: LOTS 1B & 6A

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

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

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

DECEMBER 2019 PRELIMINARY PLAT



LEGEND

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

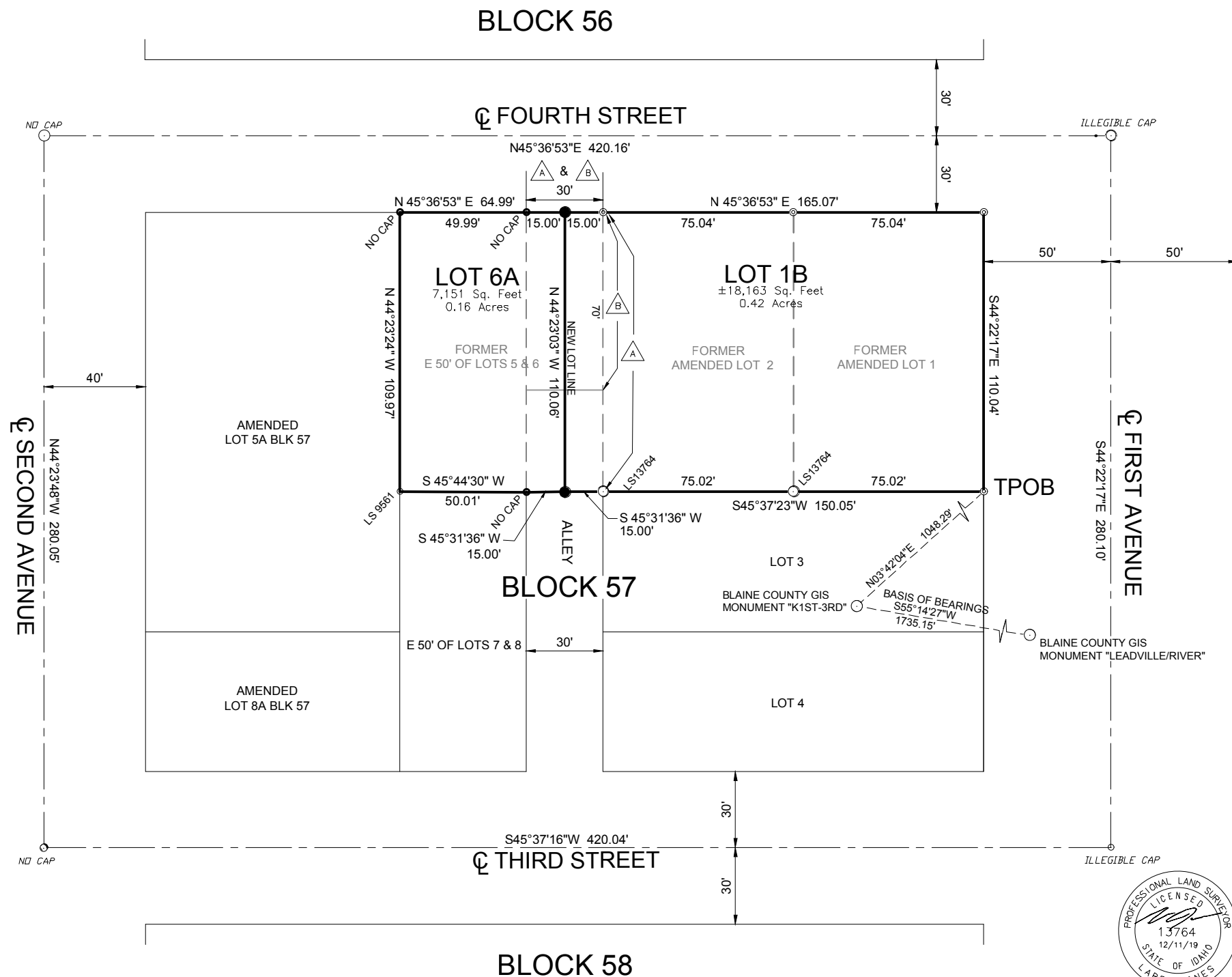
NOTES:

- REFERENCE DRAWINGS: AMENDED LOTS 1 & 2 PER THE PLAT OF THE "RE-DIVISION OF LOTS 1 & 2, BLOCK 57, ORIGINAL KETCHUM TOWNSITE", RECORDED AS INST. NO. 191607, RECORDS OF BLAINE COUNTY, IDAHO. THE EASTERLY 50 FEET OF LOTS 5 AND 6 PER CORPORATION WARRANTY DEED, RECORDED AS INSTRUMENT NO. 445984.
- EASEMENT A: A 30' WIDE BY 110 FOOT PUBLIC UTILITY EASEMENT, EMERGENCY ACCESS EASEMENT AND PUBLIC PEDESTRIAN ACCESS EASEMENT IS GRANTED AS SHOWN HEREON. PUBLIC PEDESTRIAN AMENITIES MAY BE INSTALLED WITHIN THIS EASEMENT BY THE OWNERS OF LOT 1B & LOT 6A AND/OR BY THE CITY OF KETCHUM.
- EASEMENT B: A 30' WIDE BY 70' MUTUAL RECIPROCAL INGRESS AND EGRESS EASEMENT IS GRANTED TO BENEFIT THE OWNERS AND TENANTS OF LOTS 1B AND 6A.
- NO BUILDINGS ON LOT 1B OR LOT 6A SHALL ENCROACH INTO THE APPROXIMATELY 30' X 110' VACATED ALLEY.
- THE DEVELOPMENT AGREEMENT FOR LOT 1B WAS RECORDED AS INST. NO. _____, RECORDS OF BLAINE COUNTY, IDAHO.

HEALTH CERTIFICATE

Sanitary restrictions as required by Idaho Code Title 50, Chapter 13, have been satisfied. Sanitary restrictions may be reimposed, in accordance with Idaho Code Title 50, Chapter 13, Section 50-1326, by the issuance of a certificate of disapproval.

Date: _____ South Central Public Health District, REHS

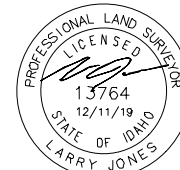


BLOCK 37

☐ FIRST AVENUE

☐ SECOND AVENUE

PREPARED BY: BENCHMARK ASSOCIATES P.A.



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

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

PREPARED FOR: JACK BARITEAU

| | | |
|-------------------|------------------|---------------|
| PROJECT NO. 19020 | DWG BY: DWS/CPL | 19020PG1.DWG |
| PRELIMINARY PLAT | DATE: 12/11/2019 | SHEET: 1 OF 1 |

Attachment C

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

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

(SPACE ABOVE LINE FOR RECORDER'S USE)

DEVELOPMENT AGREEMENT

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

BACKGROUND AND CONTEXT

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

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

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

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

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

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

AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. Miscellaneous Provisions.

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

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

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

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

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

Notices to City shall be addressed as follows:

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

Notices given to Owner shall be addressed as follows:

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

with a copy to:

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

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

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

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

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

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

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

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

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

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

Notary Public
Residing at _____
My Commission Expires _____

STATE OF)
)ss.
County of)

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

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

Notary Public
Residing at _____
My Commission Expires _____

State of IDAHO)
)ss.
County of)

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

My Commission Expires _____
Notary Public for Idaho
Residing At _____

Attachment C.1

Development Agreement, as proposed for signature by the Mayor

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

(SPACE ABOVE LINE FOR RECORDER'S USE)

DEVELOPMENT AGREEMENT

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

BACKGROUND AND CONTEXT

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

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

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

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

approximate and the actual square footages will not be known until construction documents are prepared and submitted to the City for a building permit following which submittal the actual square footages shall apply to the Project.

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

AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

4. FAR Exceedance Agreement. The Parties agree Owner may exceed the gross floor area ratio limitations under KMC §17.124.040 and construct improvements on the Property having a floor area ratio up to and including 2.25, pursuant to that separate FAR Exceedance Agreement, and all conditions thereon, entered into by the Parties, and hereby incorporated by reference.

5. Vacation of Alley. Owner has made application to the City for vacation of the alley right-of-way pursuant to KMC §16.04.050. If approved via separate City vacation process,

such order or decision on vacation, including any and all conditions thereon, is hereby incorporated by reference and made a part of this Agreement. Owner shall assume and be responsible for maintenance of the entirety of the alley, including appropriate snow and snowmelt maintenance, to be further specified by a separate alley maintenance agreement. Any such alley vacation shall be deemed null and void in the event the Project is not commenced and completed within the time limits set forth in this Agreement.

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

7. Sidewalk Improvements. Owner has proposed and hereby commits for the Project to include ten-foot wide sidewalks along both 1st Avenue and 4th Street. All of the proposed sidewalk improvements along 4th Street are in the public Right of Way (“**ROW**”), while half of the sidewalk improvements (+/- 5’ wide) along 1st Avenue are in the public ROW. Subject sidewalk improvements include snowmelt, raised landscape planters, street trees with decorative tree grates, public art, bike racks, pedestrian walkway lighting, and street lighting. Final approval of subject improvements will be subject to review and approval through a separate encroachment agreement and to assure compliance with federal ADA and city standards. Such encroachment agreement shall be obtained prior to issuance of a building permit for the Project.

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

9. On-Site Employee Housing Units. Owner commits to construction and provision of on-site employee housing units as specified in the Planning and Zoning approved design review documents, dated May 31, 2019. Three of such depicted units shall be deed-restricted community housing units, with such covenant to be managed by Blaine County Housing Authority. Twelve such depicted units shall be dedicated to on-site employee housing. In the event Owner determines not to use such for on-site employee housing, then such units shall be committed as deed-restricted community housing units, with such covenant to be managed by Blaine County Housing Authority.

10. Master Lease of Employee Housing Units. The Parties agree Owner may enter into a master lease with the Hotel Developer for apartment units containing at least eighteen (18) beds and thereby satisfy those certain related obligations of Trail Creek Fund, LLC under the Amended and Restated Development Agreement dated October 15, 2015 as amended by the Corrected Amendment to Amended and Restated Development Agreement dated June 21, 2016

and the First Amendment to Amended and Restated Development Agreement dated June 4, 2018 (“**Hotel Development Agreement**”). All apartment units leased to the Hotel Developer may be subleased, assigned or otherwise made available to employees of the Hotel Developer on terms and conditions determined by it in the exercise of its discretion. If the Hotel Development Agreement is terminated for any reason the apartment units shall cease to be governed by the master lease and all use restrictions of the Hotel Development Agreement. Any such units committed to Hotel Developer as satisfaction of Hotel Developer’s obligations may not also be counted as satisfaction of any required units necessary under the FAR Exceedance Agreement for the Project. Units satisfying the requirements of the FAR Exceedance Agreement may be included in the master lease with the Hotel Developer.

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

12. Required Improvements by Owner. Prior to issuance of a building permit, Owner agrees to provide the City an irrevocable letter of credit for completion of the improvements to both 4th Street and the vacated Block 57 alleyway consistent with the referenced approvals, plans and other documents. Subject security shall be approved as to both form and amount by the Ketchum City Council after receiving input from the City Attorney and City Engineer. The amount of security shall be at 150% of engineering estimates for the improvements.

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

14. Financing. Prior to the issuance of a building permit for the Project, Owner shall provide evidence to the reasonable satisfaction of the City Council of Owner’s receipt of one or more funding commitments for the cost of construction of the Project. Within sixty days after the issuance of a building permit for the Project, Owner shall provide evidence to the City of closure of the construction financing, such as a deed of trust to secure a construction loan, for completion of the Project. Owner shall not commence additional excavation or construction work on the Property except as may be required to maintain existing permits until receipt of City approval of such financing commitment

15. Site Restoration. Owner shall submit to City, prior to issuance of building permit, a Site Restoration Plan and a security instrument naming City as beneficiary sufficient to fund such restoration. The Restoration Plan shall:

- a. Identify a clear restoration plan sufficient to restore site to finished elevations compatible with neighboring streets and residences, including landscaping and other details, and subject to City review and approval;

- b. Be accompanied by a licensed engineer's estimate of one hundred and fifty percent (150%) of the estimated reclamation costs, with such estimate subject to verification and approval by the City not to be unreasonably withheld, delayed or conditioned;
- c. Be accompanied by a letter of credit or performance bond naming City as beneficiary, with the proposed method and form of such security subject to City review and approval not to be unreasonably withheld, delayed or conditioned, in the amount of the 150% reclamation cost estimate and provide for the City to immediately pursue reclamation and restoration on the site in the event of a material failure of condition, other material breach of the Development Agreement, or abandonment of the Project.

In the event Owner materially fails a condition or otherwise breaches this Amendment and/or the Agreement then City shall be entitled to immediately commence reclamation and restoration pursuant to such Restoration Plan and security instrument.

16. Miscellaneous Provisions.

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

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

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

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

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

Notices to City shall be addressed as follows:

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

Notices given to Owner shall be addressed as follows:

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

with a copy to:

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

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

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

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

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

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

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

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

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

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

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

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

p) Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Idaho, which shall be the sole jurisdiction and venue for any action which may be brought by either party with respect to this Agreement or the subject matter hereof. Venue shall be in Blaine County, Idaho.

q) Force Majeure. If either party hereto is delayed in the performance of any of its obligations hereunder because of abnormal and unforeseeable inclement weather, material shortages, labor shortages, dispute or strike, civil strife, acts beyond the reasonable control of the delayed party including acts of God, and actions by the United States of America, the State of Idaho, the City or any of their agencies, the time of performance hereunder, shall be reasonably extended for the same time as lost by the cause hereinabove set forth. Any claim of a force majeure event must be submitted to the other party within thirty days of such event.

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

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

Notary Public
Residing at _____
My Commission Expires _____

State of IDAHO)
)ss.
County of)

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

My Commission Expires _____
Notary Public for Idaho
Residing At _____

Attachment D

Public Interest Rubric for Vacations

Attachment D

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

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

SECTION 16.04.040.I. Alley Improvement Requirements: Alleys shall be provided in, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead end alleys shall be permitted only within the original Ketchum Townsite and only after due consideration of the interests of the owners of property adjacent to the dead end alley including, but not limited to, the provision of fire protection, snow removal and trash collection services to such properties. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.

Attachment E

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



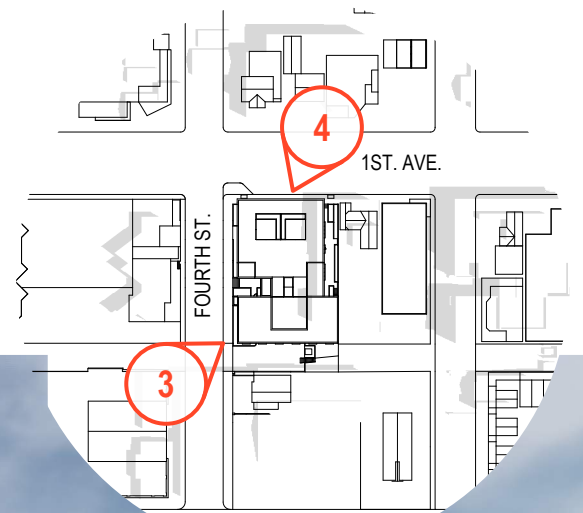
1 VIEW LOOKING AT THE NORTHWEST CORNER OF BUILDING, ACROSS FOURTH ST.



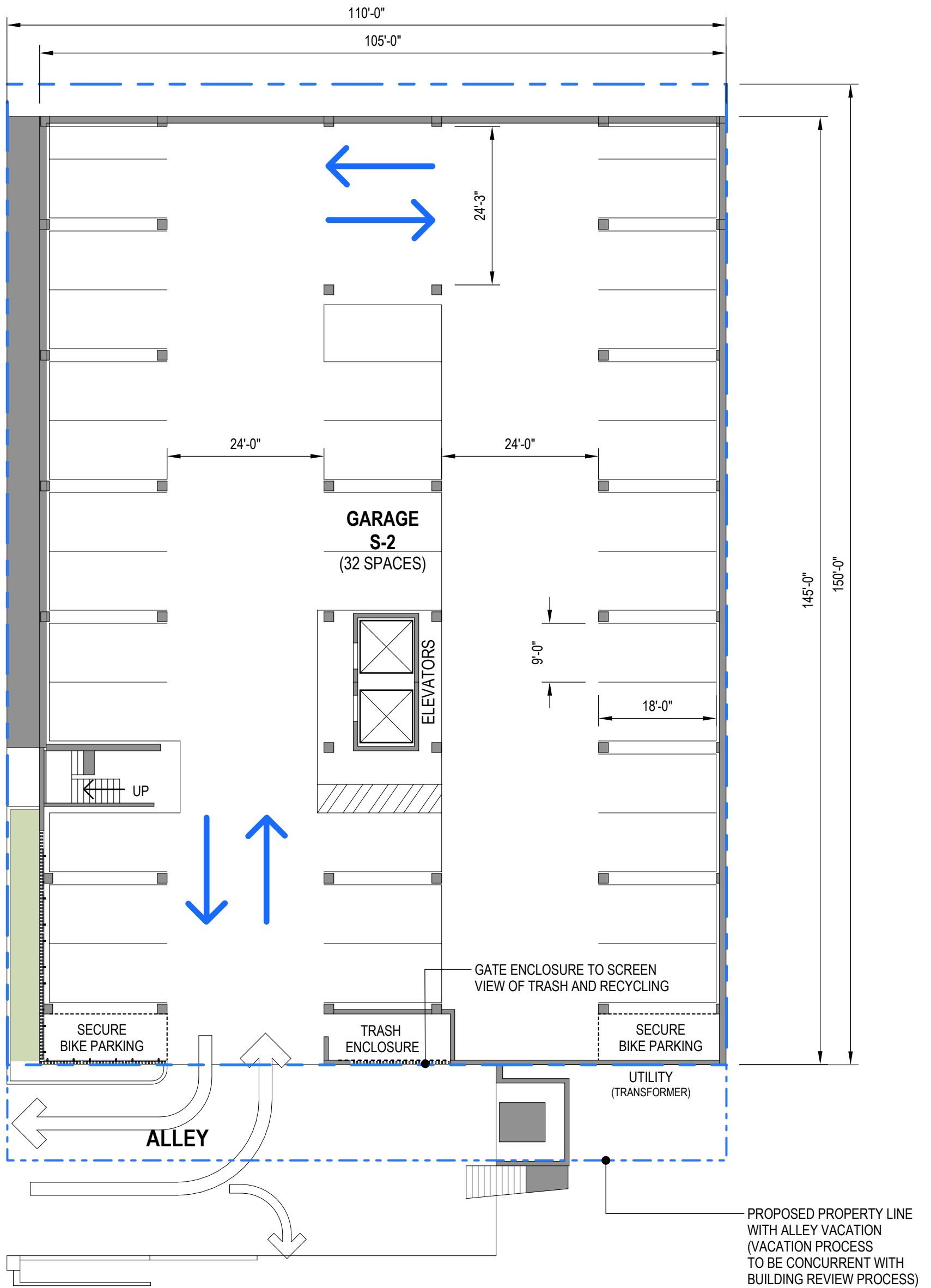
2 VIEW LOOKING AT THE NORTHEAST CORNER OF BUILDING



3 VIEW LOOKING AT THE NORTHWEST CORNER OF BUILDING, DETAIL



4 VIEW LOOKING AT FIRST AVE. ELEVATION OF BUILDING



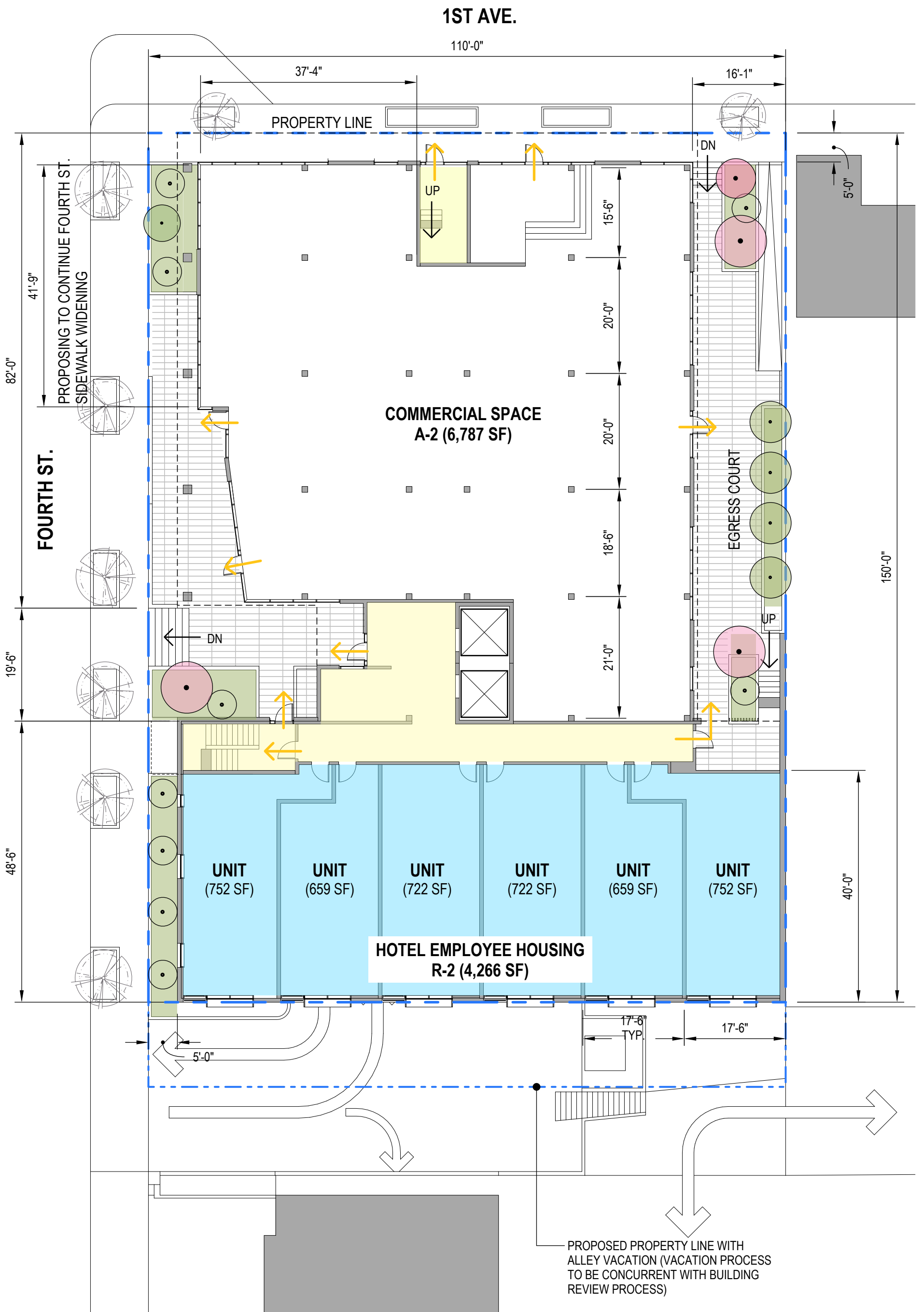
Type VB Analysis:

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

GARAGE FLOOR PLAN

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



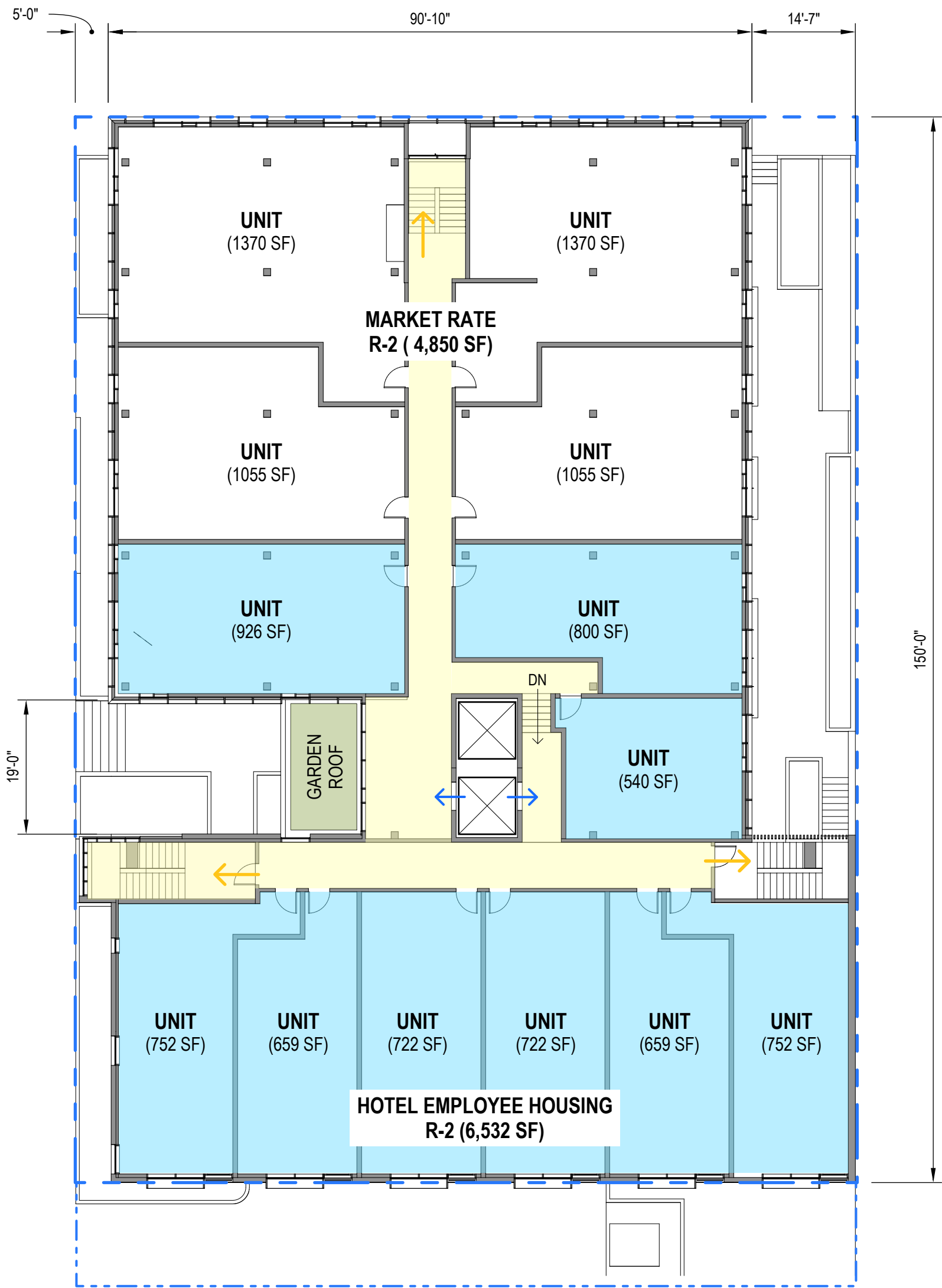


SITE PLAN / GROUND FLOOR PLAN

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



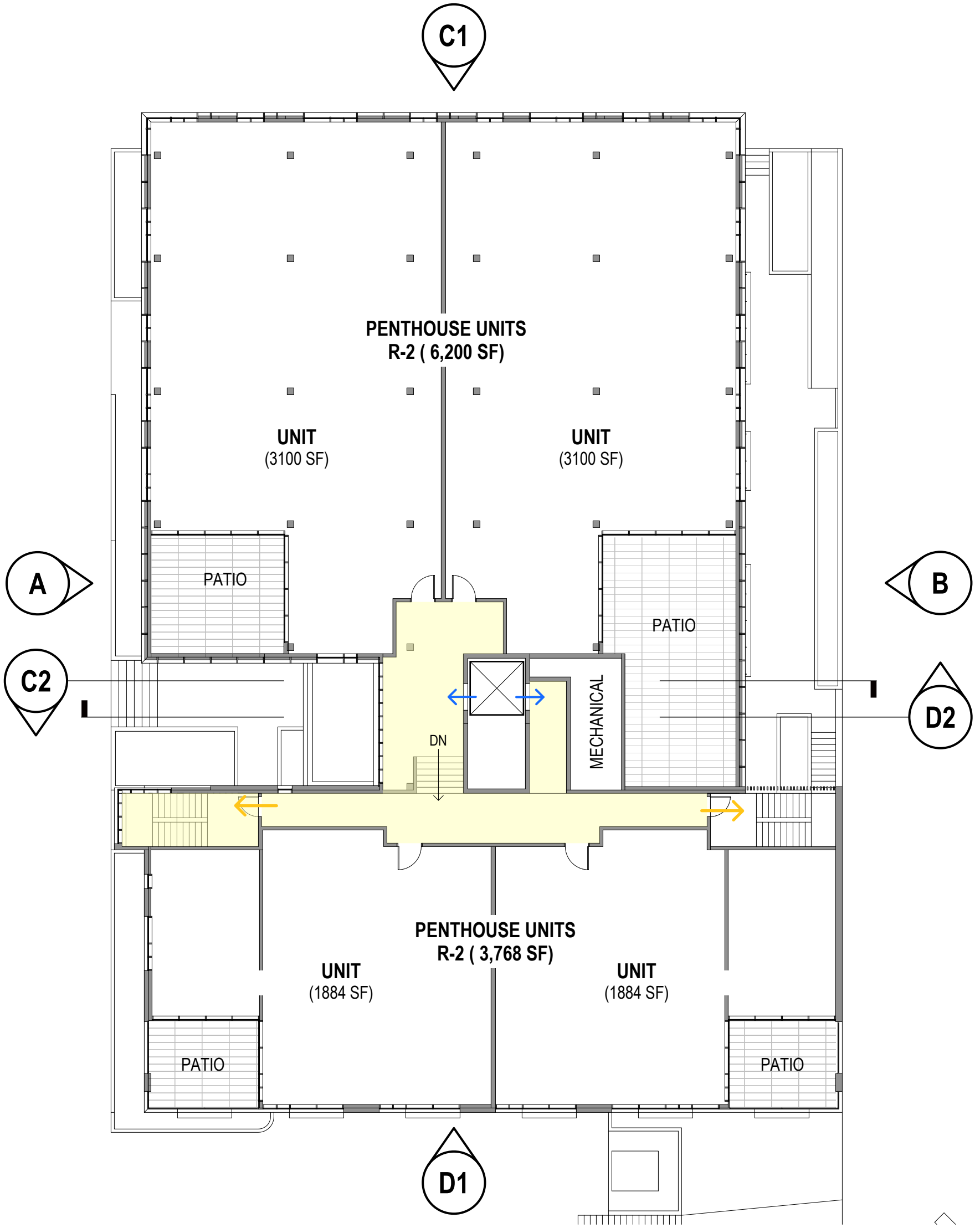
NOTE:
SNOW MELT WILL BE PROVIDED IN LIEU OF SNOW STORAGE AT ALL OUTDOOR HARDSCAPE LOCATIONS



SECOND FLOOR PLAN

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





THIRD FLOOR PLAN

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



First & Fourth Areas:

Third Floor:

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

Second Floor:

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

Ground Floor:

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

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

PLANT MATERIALS



RED MAPLE



HARVEST GOLD LINDEN



SWEDISH APSEN



COLUMNAR BUCKTHORN



BIRCHLEAF SPIREA



PAWNEE BUTTES CHERRY



BLUE CREEK WILLOW



ORNAMENTAL GRASSES



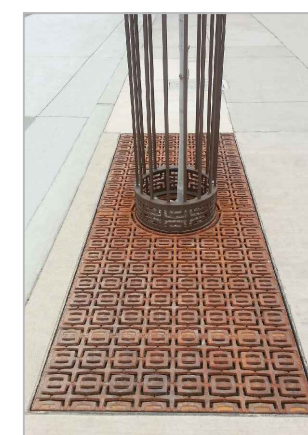
HARDSCAPES + SITE AMENITIES



COLORED CONCRETE / PATTERNS



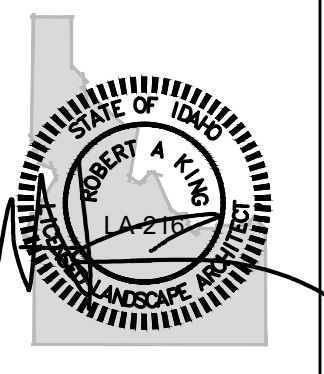
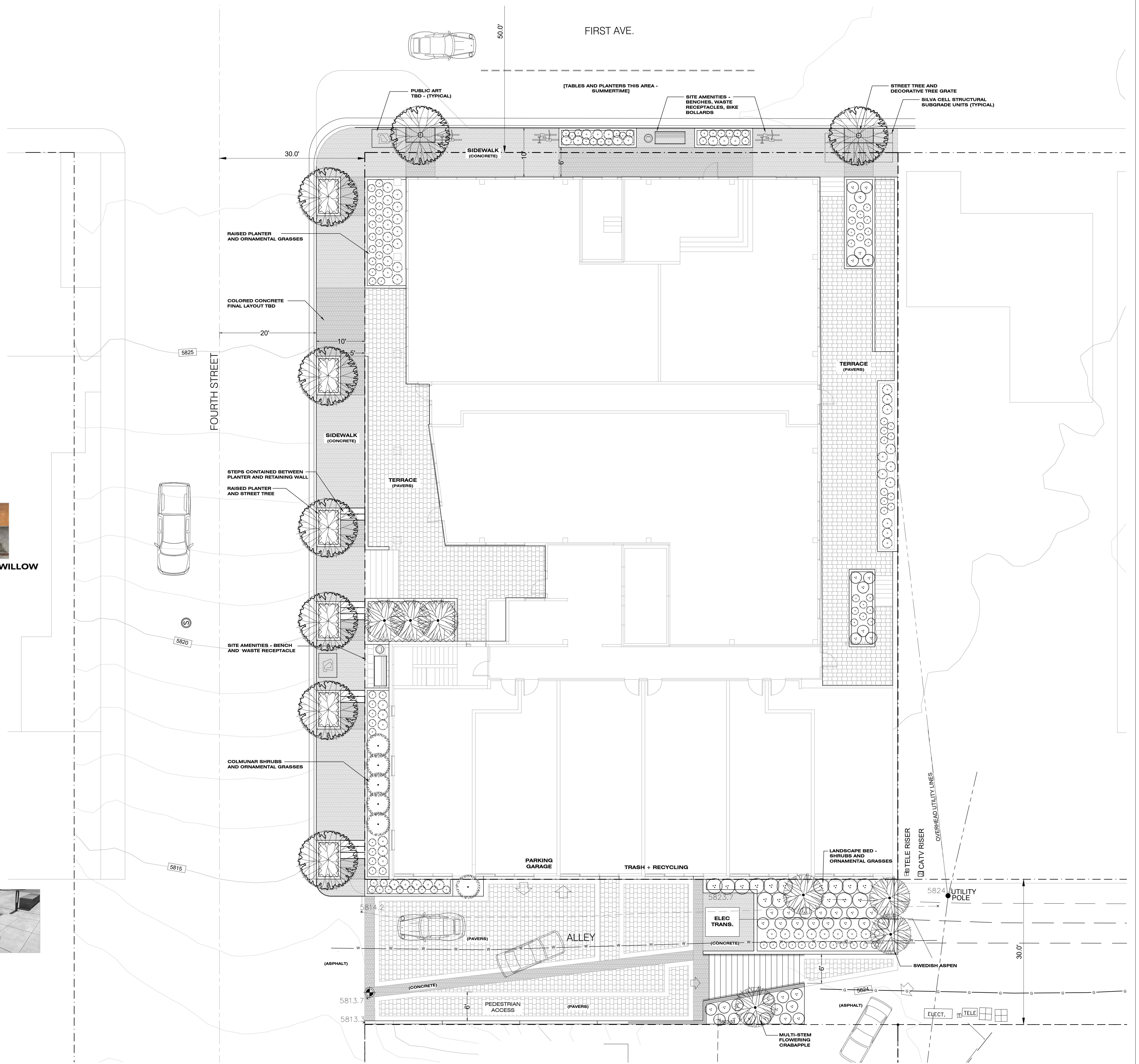
PAVERS



TREE GRATES

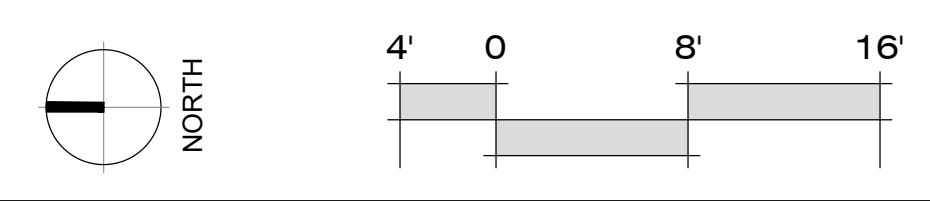


BENCHES, WASTE RECEPTACLES, BIKE BOLLARDS



LANDSCAPE MATERIALS PLAN

SCALE: 1/8" = 1' -0"



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

Attachment F

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

November 5, 2019

Sent Via E-Mail: participate@ketchumidaho.org

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

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

Dear Ketchum Department of Planning and Building:

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

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

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

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

Sincerely,



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

208-388-2245
kenglund@idahopower.com



**City of Ketchum
Planning & Building**

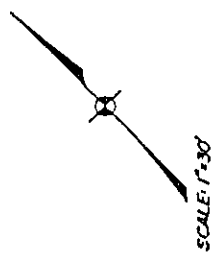
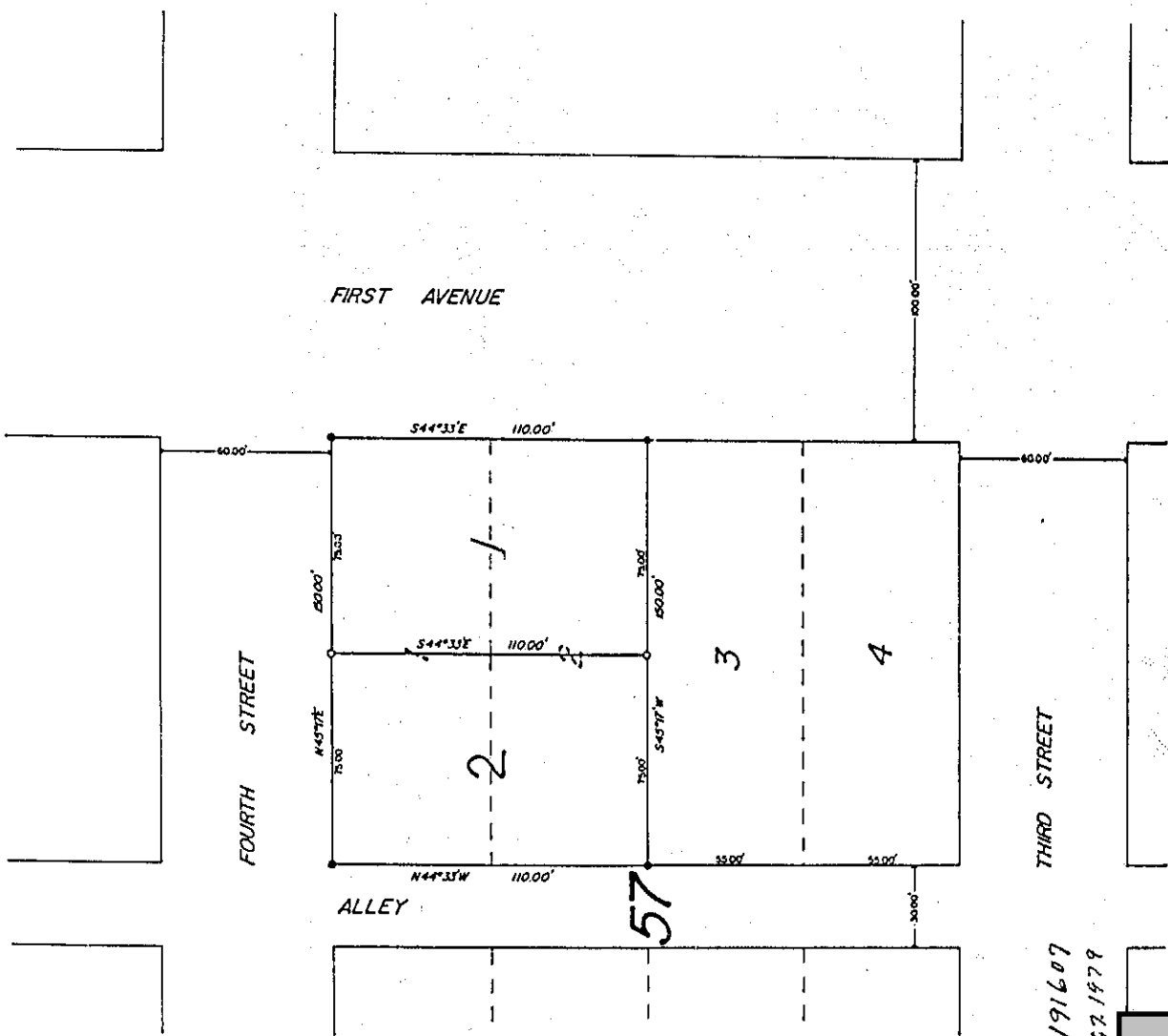
**PUBLIC NOTICE - PUBLIC HEARING
KETCHUM CITY COUNCIL**

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

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

Dated this 30th of October 2019.

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

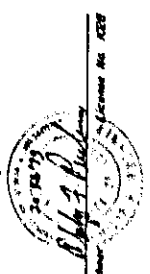


SCALE: 1"=30'

LEGEND

- 1/2" x 1/4" Metal Set
- 1/2" x 1/4" Metal Found

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



Philip E. Puchner, Registered Land Surveyor, No. 1228

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

No. 191609
 Feb. 27, 1979

173

Robert Lloyd Butler

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

Please see public comment below.

LISA ENOURATO | CITY OF KETCHUM

Assistant City Administrator

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

o: 208.726.7803 | f: 208.726.7812

lenourato@ketchumidaho.org | www.ketchumidaho.org

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

To Whom It May Concern:

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

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

Sincerely,
Craig Skotdal
On behalf of the Skotdal family

From: sally onetto <onettosally@gmail.com>

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

To: participate@ketchumidaho.org

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

To whom it may concern

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

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

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

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

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

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

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

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

Respectfully

Sally Onetto

160 Spur Lane, Ketchum

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

Dear Planning and Review,

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

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

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

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

Sincerely,

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

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

Dear Ketchum Planning & Building Department,

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

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

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

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

Sincerely,

Cyn Hannah
Life Mastery Coach
208.720.3063
Your dream matters!

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

Public comment and questions below.

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

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

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

Dear commissioners,

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

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

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

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

project will be carefully looked at and evaluated.

Respectfully,
Carol Thielen

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

Mayor and Council, please see public comment below.

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

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

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

Dear City Leaders,

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

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

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

Respectfully,
Carol Thielen

Sent from my iPad

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

Please add to public record.

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

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

Best,
Carol Thielen

Sent from my iPad

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

>

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

> My best John

>

> Sent from my iPhone

>

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

>>

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

>> Best,

>> Carol Thielen

>>

>> Sent from my iPad

>>

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

>>>

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

>>>

>>> Sent from my iPhone



City of Ketchum

December 16, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Hold a Public Hearing and Approve the Thunder Spring Residences Sublots 8 & 9 Final Plat

Recommendation and Summary

Staff recommends the Ketchum City Council hold a public hearing and approve the Townhouse Subdivision Final Plat submitted by Sean Flynn PE of Galena Engineering on behalf of property owner IEG/NCP Thunder Spring LLC to create townhouse sublots 8 and 9 and associated common area within the Thunder Spring Residences multi-family residential development.

Recommended Motion: "I move to approve the Thunder Spring Residences Sublots 8 & 9 Final Plat subject to the issuance of a Certificate of Occupancy for attached townhome units 8 & 9."

The reasons for the recommendation are as follows:

- The request to subdivide meets all applicable standards for Townhouse Final Plats contained in Ketchum Municipal Code's Subdivision (Title 16) regulations.
- The Townhouse Subdivision Preliminary Plat (#15-145) for nine townhouse sublots was recommended for approval by the Planning & Zoning Commission on November 23rd, 2015 and approved by the Ketchum City Council on April 3rd, 2017.
- As the townhome development was approved through a Planned Unit Development, the associated Development Agreement specifies that the townhouse sublots may receive final plat approval in phases.
- The project was issued a Building Permit (B18-022) in May of 2018 and the project is nearing completion.

Analysis

The Thunder Springs Residences is a townhouse development within a portion of Block 2 of the Amended Thunder Spring Large Block Plat that consists of nine total townhomes—both attached duplex units and detached units—with associated common area. The multi-family residential development is subject to the Conditional Use Permit-Planned Unit Development #15-129, Design Review #15-028, and Preliminary Plat #15-145 approvals as well as the Development Agreement between the City of Ketchum and Thunder Spring, LLC, et. al., dated November 16, 2015 and recorded as Instrument No. 631541. The Thunder Spring Residences townhome development is the final phase of the 1998 Thunder Spring PUD.

In May of 2018, the Planning & Building Department issued Building Permit B18-022 for the construction of the two attached townhome units on sublots 8 and 9 and the project is nearing completion.

Financial Impact

Recording the Final Plat signals to the Blaine County Assessor's Office that the attached townhome units, which are new construction, have been completed and may be added to the tax rolls. The Final Plat will create two townhome units, which are independently sellable within the multi-family residential development.

Attachments

Draft Findings of Fact, Conclusions of Law, and Decision
Thunder Spring Residences Sublots 8 & 9 Final Plat



City of Ketchum
 Planning & Building

| | | |
|---|---|--|
| IN RE: |) | |
| |) | |
| Thunder Spring Residences Sublots 8 & 9 |) | KETCHUM CITY COUNCIL |
| Townhouse Subdivision Final Plat |) | FINDINGS OF FACT, CONCLUSIONS OF LAW, AND |
| Date: December 16, 2019 |) | DECISION |
| |) | |
| File Number: 19-110 |) | |

Findings Regarding Application Filed

PROJECT: Thunder Spring Residences Sublots 8 & 9

FILE NUMBER: P19-110

ASSOCIATED PERMITS: Building Permit 18-022, Conditional Use Permit-Planned Unit Development 15-129, Design Review 15-028, Development Agreement Instrument No. 631541, Preliminary Plat 15-145

OWNERS: IEG/NCP Thunder Spring LLC

REPRESENTATIVE: Sean Flynn, Galena Engineering

REQUEST: Townhouse Subdivision Final Plat to create Townhouse Sublots 8 & 9 of Thunder Spring Residences

LOCATION: 215 Valleywood Drive & 230 Raven Road (Thunder Spring Residences: Sublots 8 & 9)

NOTICE: Notice was mailed to property owners within 300 ft of the subject site and all political subdivisions on November 27th, 2019. The public hearing notice was published in the Idaho Mountain Express on November 27th, 2019.

ZONING: Tourist (T)

OVERLAY: None

Findings Regarding Associated Development Applications

The Thunder Springs Residences is a townhouse development within a portion of Block 2 of the Amended Thunder Spring Large Block Plat that consists of nine total townhomes—both attached duplex units and detached units—with associated common area. The multi-family residential development is subject to the Conditional Use Permit-Planned Unit Development #15-129, Design Review #15-028, and Preliminary Plat #15-145 approvals as well as the Development Agreement between the City of Ketchum and Thunder Spring, LLC, et. al., dated November 16, 2015 and recorded as Instrument No. 631541. The Thunder Spring Residences townhome development is the final phase of the 1998 Thunder Spring PUD.

The Townhouse Subdivision Preliminary Plat (#15-145) for the nine townhouse sublots was recommended for approval by the Planning & Zoning Commission on November 23rd, 2015 and approved by the Ketchum City Council on April 3rd, 2017. Pursuant to Ketchum Municipal Code (KMC) §16.04.030.I, a final plat must be approved by City Council within two years of preliminary plat approval. As the townhome development was approved through a Planned Unit Development, the associated Development Agreement specifies that the townhouse sublots may receive final plat approval in phases. The duplex townhome units on sublots 1, 2, 3, and 4 received Certificates of Occupancy and final plat approvals in 2017. In May of 2018, the Planning & Building Department issued Building Permit B18-022 for the construction of the two attached townhome units on sublots 8 and 9 and the project is nearing completion. Building Permits (18-083, 19-013, and 19-006) have been issued for the remaining townhome units on sublots 5, 6, and 7.

Findings Regarding City Department Comments

All City Department standards as well as required right-of-way improvements were reviewed through the Planned Unit Development, Design Review, and Building Permit processes. Prior to issuance of a Certificate of Occupancy for the townhome units, City Departments will conduct final inspections to ensure compliance with all conditions and requirements of the associated Planned Unit Development, Design Review, Building Permit, and Preliminary Plat approvals. The applicant is aware that all required improvements are required to be installed in order to obtain a Certificate of Occupancy for the project.

Findings Regarding Townhouse Subdivision Procedure (KMC §16.04.080)

All land subdivisions in the City of Ketchum are subject to the standards contained in Ketchum, Municipal Code, Title 16, Subdivision. Many standards are related to the design and construction of multiple new lots that will form new blocks and infrastructure, such as streets that will be dedicated to and maintained by the City. The standards for certain improvements (KMC §16.04.040) including street, sanitary sewage disposal, planting strip improvements are not applicable to the subject project as the application proposes to subdivide townhome units currently under construction into townhouse sublots. As conditioned, the request to subdivide meets all applicable standards for Townhouse Final Plats contained in Ketchum Municipal Code’s Subdivision (Title 16) and Zoning (Title 17) regulations. The Townhouse Subdivision does not change the proposed residential use or alter the proposed development as reviewed and approved through Conditional Use Permit-Planned Unit Development #15-129, Design Review #15-028, and Preliminary Plat #15-145.

Table 1: Findings Regarding Townhouse Final Plat Requirements

| Townhouses Requirements | | | | |
|-------------------------------------|--------------------------|--------------------------|-------------------------------------|---|
| Compliant | | | Standards and City Council Findings | |
| Yes | No | N/A | Ketchum Municipal Code | City Standards and <i>City Council Findings</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.080.D | <p>D. Final Plat Procedure:</p> <p>1. The final plat procedure contained in subsection 16.04.030G of this chapter shall be followed. However, the final plat shall not be signed by the city clerk and recorded until the townhouse has received either:</p> <ul style="list-style-type: none"> a. A certificate of occupancy issued by the city of Ketchum for all structures in the townhouse development and completion of all design review elements as approved by the planning and zoning administrator; or b. Signed council approval of a phased development project consistent with §16.04.110 herein. <p>2. The council may accept a security agreement for any design review elements not completed on a case by case basis pursuant to title 17, chapter 17.96 of this code.</p> |
| | | | City Council Findings | <i>The Final Plat shall not be signed by the City Clerk until a Certificate of Occupancy has been issued for each townhome unit.</i> |

| | | | | |
|---|---|---|------------------------------|---|
| ☒ | ☐ | ☐ | 16.04.080.E | <p>E. Required Findings: In addition to all Townhouse Developments complying with the applicable provisions of Title 17 and this Subdivision Chapter (§16.04), the Administrator shall find that</p> <ol style="list-style-type: none"> All Townhouse Developments, including each individual subplot, shall not exceed the maximum building coverage requirements of the zoning district. Garage: All garages shall be designated on the preliminary and final plats and on all deeds as part of the particular townhouse units. Detached garages may be platted on separate sublots; provided, that the ownership of detached garages is tied to specific townhouse units on the townhouse plat and in any owner's documents, and that the detached garage(s) may not be sold and/or owned separate from any dwelling unit(s) within the townhouse development. |
| | | | City Council Findings | <ol style="list-style-type: none"> The townhouse development meets the dimensional standards and requirements of the Tourist Zoning District with the exception of the waivers as approved through Conditional Use Permit-Planned Unit Development 15-129. Each townhome unit includes an attached garage. The attached garage footprints are indicated on Sheet 2 of the Final Plat. No detached garages are proposed within the townhome development. |
| ☒ | ☐ | ☐ | 16.04.080.F | <p>General Applicability: All other provisions of this chapter and all applicable ordinances, rules and regulations of the city and all other governmental entities having jurisdiction shall be complied with by townhouse subdivisions.</p> |
| | | | City Council Findings | <p>All other provisions of this chapter and all applicable ordinances, rules, and regulations of the City and other governmental entities having jurisdiction shall be complied with by the townhouse subdivision.</p> |

Table 2: Findings Regarding Final Plat Requirements

| Final Plat Requirements | | | | |
|-------------------------|---|---|-------------------------------------|---|
| Compliant | | | Standards and City Council Findings | |
| ☒ | ☐ | ☐ | 16.04.030.K | <p>Contents Of Final Plat: The final plat shall be drawn at such a scale and contain such lettering as to enable same to be placed upon sheets of eighteen inch by twenty four inch (18" x 24") Mylar paper with no part of the drawing nearer to the edge than one-half inch (1/2"), and shall be in conformance with the provisions of title 50, chapter 13, Idaho Code. The reverse side of such sheet shall not be used for any portion of the drawing, but may contain written matter as to dedications, certificates, signatures, and other information. The contents of the final plat shall include all items required under title 50, chapter 13, Idaho Code, and also shall include the following:</p> |
| | | | City Council Findings | <p>The Final Plat mylar shall be prepared following Ketchum City Council review and approval of the Final Plat application and shall meet these standards.</p> |
| ☒ | ☐ | ☐ | 16.04.030.K.1 | <p>Point of beginning of subdivision description tied to at least two (2) governmental survey corners, or in lieu of government survey corners, to monuments recognized by the city engineer.</p> |
| | | | City Council Findings | <p>This standard has been met.</p> |
| ☒ | ☐ | ☐ | 16.04.030.K.2 | <p>Location and description of monuments.</p> |
| | | | City Council Findings | <p>This standard has been met.</p> |
| ☒ | ☐ | ☐ | 16.04.030.K.3 | <p>Tract boundary lines, property lines, lot lines, street right of way lines and centerlines, other rights of way and easement lines, building envelopes as required on the preliminary plat, lot area of each lot, boundaries of floodplain and floodway and avalanche district, all with bearings, accurate dimensions in feet and decimals, in degrees and minutes and radii, arcs, central angles, tangents and chord lengths of all curves to the above accuracy.</p> |
| | | | City Council Findings | <p>This standard has been met.</p> |
| ☒ | ☐ | ☐ | 16.04.030.K.4 | <p>Names and locations of all adjoining subdivisions.</p> |

| | | | | |
|-------------------------------------|--------------------------|-------------------------------------|------------------------------|---|
| | | | City Council Findings | <i>The adjacent Thunder Cloud, Kneeland, Morning Sun, and Sun Peak Condominiums has been noted on the 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. |
| | | | City Council Findings | <i>This standard has been met. Raven Road, Saddle Road, and Valleywood Drive are indicated on the plat.</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. |
| | | | City Council Findings | <i>This standard has been met.</i> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 16.04.030.K.7 | The blocks numbered consecutively throughout each block. |
| | | | City Council Findings | <i>This Townhouse Subdivision is within a portion of Block 2 of Thunder Spring Large Block Plat Amended. No new blocks are created with the townhouse subdivision.</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. |
| | | | City Council Findings | <i>N/A as no dedications have been proposed with the Townhouse Subdivision. Dedications are indicated within the Thunder Spring Large Block Plat.</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. |
| | | | City Council Findings | <i>This standard has been met. The name of the proposed subdivision is Thunder Spring Residences Sublots 8 & 9.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.030.K.10 | Scale, north arrow and date. |
| | | | City Council Findings | <i>This standard has been met.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.030.K.11 | Location, width, and names of all existing or dedicated streets and other public ways within or adjacent to the proposed subdivision |
| | | | City Council Findings | <i>This standard has been met.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.030.K.12 | A provision in the owner's certificate referencing the county recorder's instrument number where the condominium declaration(s) and/or articles of incorporation of homeowners' association governing the subdivision are recorded. |
| | | | City Council Findings | <i>As conditioned, this standard will be met prior to recordation of the Final Plat. The applicant shall include a provision in the owner's certificate referencing the county recorder's instrument number where the article of incorporation of the homeowners' association governing the subdivision are recorded.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.030.K.13 | Certificate by registered engineer or surveyor preparing the map certifying to the accuracy of surveying plat. |
| | | | City Council Findings | <i>As conditioned, this standard will be met prior to recordation of the Final Plat. The signature block page shall include the surveyor's certification.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.030.K.14 | A current title report of all property contained within the plat. |
| | | | City Council Findings | <i>This standard has been met. A title report and warranty deed were submitted with the Final Plat application and both are current.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.030.K.15 | Certification of owner(s) of record and all holders of security interest(s) of record with regard to such property. |
| | | | City Council Findings | <i>As conditioned (#7), this standard will be met prior to recordation of the Final Plat. The signature block page shall include a certificate of ownership and associated acknowledgement from all owners and holders of security interest with regard to the subject property, which shall be signed following to Ketchum City Council review and approval of the application and prior to recordation of the Final Plat.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.030.K.16 | Certification and signature of engineer (surveyor) verifying that the subdivision and design standards meet all city requirements. |
| | | | City Council Findings | <i>As conditioned (#7), this standard will be met prior to recordation of the Final Plat. The signature block page shall include the certification and signature of the surveyor verifying that the subdivision and design standards meet all City requirements.</i> |

| | | | | |
|-------------------------------------|--------------------------|-------------------------------------|------------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.030.K.17 | Certification and signature of the city engineer verifying that the subdivision and design standards meet all city requirements. |
| | | | City Council Findings | <i>As conditioned (#7), this standard will be met prior to recordation of the Final Plat. The signature block page shall include the City Engineer's approval and verification that the subdivision and design standards meet all City requirements.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.030.K.18 | Certification and signature of the city clerk of the city of Ketchum verifying that the subdivision has been approved by the council. |
| | | | City Council Findings | <i>As conditioned (#7), this standard will be met prior to recordation of the Final Plat. The signature block page shall include the certification and signature of the City Clerk verifying the subdivision has been approved by City Council.</i> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 16.04.030.K.19 | Notation of any additional restrictions imposed by the council on the development of such subdivision to provide for the public health, safety and welfare. |
| | | | City Council Findings | <i>N/A as no restrictions were imposed by the Ketchum City Council during review of the Preliminary Plat application.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.030.L | Final Plat Copies: Both a hard copy and a digital copy of the final plat shall be filed with the administrator prior to being placed upon the Council's agenda. A digital copy of the final plat as approved by the council and signed by the city clerk shall be filed with the administrator and retained by the city. The Applicant shall also provide the city with a digital copy of the recorded document with its assigned legal instrument number. |
| | | | City Council Findings | <i>This standard has been met.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.040.A | Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city. |
| | | | City Council Findings | <i>All required improvements were addressed through Conditional Use Permit-Planned Unit Development #15-129, Design Review #15-028, Preliminary Plat #15-145, and Building Permit 18-022 as well as the Thunder Spring Large Block Plat Subdivision.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.040.B | Improvement Plans: Prior to approval of final plat by the Council, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state. |
| | | | City Council Findings | <i>City Departments, including Planning, Building, Fire, Streets, City Engineer, and Utilities, reviewed all required improvements associated with the multi-family residential development and approved the project or approved the project subject to conditions through Conditional Use Permit-Planned Unit Development #15-129, Design Review #15-028, Preliminary Plat #15-145, and Building Permit 18-022 as well as the Thunder Spring Large Block Plat Subdivision.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.040.C | Performance Bond: Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather, factors beyond the control of the subdivider, or other conditions as determined acceptable at the sole discretion of the city, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be two years or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider. |
| | | | City Council Findings | <i>All required improvements and design review elements shall be installed prior to the issuance of a Certificate of Occupancy for the townhome units. The Streets Department and City Engineer shall conduct a final inspection prior to issuance of a Certificate of Occupancy for the project to ensure compliance with all applicable standards and regulations. Prior to recordation of the Final Plat, the applicant shall secure a Certificate of Occupancy for Units 8 and 9. The City Council may accept a performance bond if the required improvements cannot be constructed due to weather or other factors.</i> |

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| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.040.D | <p>As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.</p> |
| | | | <i>City Council Findings</i> | <i>This standard will be met prior to City Council acceptance of any improvements.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.040.E | <p>Monumentation: Following completion of construction of the required improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows:</p> <ol style="list-style-type: none"> 1. All angle points in the exterior boundary of the plat. 2. All street intersections, points within and adjacent to the final plat. 3. All street corner lines ending at boundary line of final plat. 4. All angle points and points of curves on all streets. 5. The point of beginning of the subdivision plat description. |
| | | | <i>City Council 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 | <p>Lot Requirements:</p> <ol style="list-style-type: none"> 1. Lot size, width, depth, shape and orientation and minimum building setback lines shall be in compliance with the zoning district in which the property is located and compatible with the location of the subdivision and the type of development, and preserve solar access to adjacent properties and buildings. 2. Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contains land with a slope in excess of twenty five percent (25%), based upon natural contours, or creates corner lots at the intersection of two (2) or more streets, building envelopes shall be shown for the lot(s) so affected on the preliminary and final plats. The building envelopes shall be located in a manner designed to promote harmonious development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. Also, building envelopes shall be located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, watercourses and topographical features. Structures may only be built on buildable lots. Lots shall only be created that meet the definition of "lot, buildable" in section 16.04.020 of this chapter. Building envelopes shall be established outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following: <ol style="list-style-type: none"> a. For lot line shifts of parcels that are entirely within slopes of twenty five percent (25%) or greater to create a reasonable building envelope, and mountain overlay design review standards and all other city requirements are met. b. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section. 3. Corner lots outside of the original Ketchum Townsite shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use. 4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line. 5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts. 6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat. Minimum lot sizes in all cases shall be reversed frontage lot(s). |

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| | | | City Council Findings | <i>Standard #1 has been met with the exception of the waivers granted through the Planned Unit Development process.. Standards #2-5 are not applicable. Standard #6 has been met as subplot 8 has access on Valleywood Drive and subplot 9 is accessed from Raven Road.</i> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 16.04.040.G | <p>G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</p> <ol style="list-style-type: none"> 1. No block shall be longer than one thousand two hundred feet (1,200'), nor less than four hundred feet (400') between the street intersections, and shall have sufficient depth to provide for two (2) tiers of lots. 2. Blocks shall be laid out in such a manner as to comply with the lot requirements. 3. The layout of blocks shall take into consideration the natural topography of the land to promote access within the subdivision and minimize cuts and fills for roads and minimize adverse impact on environment, watercourses and topographical features. 4. Except in the original Ketchum Townsite, corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets. |
| | | | City Council Findings | <i>This Townhouse Subdivision application does not create a new block. This requirement is not applicable.</i> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 16.04.040.H | <p>Street Improvement Requirements:</p> <ol style="list-style-type: none"> 1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land; 2. All streets shall be constructed to meet or exceed the criteria and standards set forth in chapter 12.04 of this code, and all other applicable ordinances, resolutions or regulations of the city or any other governmental entity having jurisdiction, now existing or adopted, amended or codified; 3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad or limited access highway right of way, the council may require a frontage street, planting strip, or similar design features; 4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods; 5. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven percent (7%) so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing; 6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated; 7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended; 8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line; 9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°); 10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets; 11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited; 12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets; |

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| | | | <p>13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the County Assessor's office before submitting same to council for preliminary plat approval;</p> <p>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</p> <p>15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;</p> <p>16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;</p> <p>17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement;</p> <p>18. Street lighting shall be required consistent with adopted city standards and where designated shall be installed by the subdivider as a requirement improvement;</p> <p>19. Private streets may be allowed upon recommendation by the commission and approval by the Council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section and chapter 12.04 of this code;</p> <p>20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the Administrator and shall be consistent with the type and design of existing street signs elsewhere in the City;</p> <p>21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by the subdivider. Such construction or improvement shall be in accordance with adopted standard specifications;</p> <p>22. Sidewalks, curbs and gutters shall be required consistent with adopted city standards and where designated shall be a required improvement installed by the subdivider;</p> <p>23. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights-of-way unless approved by the City Council; and</p> <p>24. No new public or private streets or flag lots associated with a proposed subdivision (land, planned unit development, townhouse, condominium) are permitted to be developed on parcels within the Avalanche Zone.</p> |
| | | | <p>City Council Findings</p> <p><i>This Townhouse Subdivision does not create new street, private road, or bridge. These standards were addressed through the Thunder Spring Large Block Plat subdivision process. These standards are not applicable.</i></p> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <p>16.04.040.I</p> <p>Alley Improvement Requirements: Alleys shall be provided in, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead end alleys shall be permitted only within the original Ketchum Townsite and only after due consideration of the interests of the owners of property adjacent to the dead-end alley including, but not limited to, the provision of fire protection, snow removal and trash collection services to such properties. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.</p> |
| | | | <p>City Council Findings</p> <p><i>This proposal does not create a new alley. This standard is not applicable as the proposed townhome units are located within a residential neighborhood and alleys are not required to be provided.</i></p> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <p>16.04.040.J</p> <p>Required Easements: Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.</p> <p>1. A public utility easement at least ten feet (10') in width shall be required within the street right-of-way boundaries of all private streets. A public utility easement at least five feet (5') in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the City Engineer to be necessary for the provision of adequate public utilities.</p> |

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| | | | <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> |
| | | | <p>City Council Findings</p> <p><i>These standards are not applicable to the proposed Townhouse Subdivision. These standards were addressed through the Planned Unit Development and Thunder Spring Large Block Plat processes.</i></p> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <p>16.04.040.K</p> <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 disposal in accordance with the requirements of the Idaho Department of Health and the Council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the Council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety and welfare.</p> |
| | | | <p>City Council Findings</p> <p><i>The townhome units are connected to the municipal sewer system. The Utilities Department reviewed all required improvements associated with the multi-family residential development and approved the project or approved the project subject to conditions through PUD-CUP 15-129, Design Review 15-028, Preliminary plat 15-145, and Building Permit 18-022.</i></p> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <p>16.04.040.L</p> <p>Water System Improvements: A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the City under the supervision of the Ketchum Fire Department and other regulatory agencies having jurisdiction. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall be permitted. All water systems shall be connected to the Municipal water system and shall meet the standards of the following agencies: Idaho Department of Public Health, Idaho Survey and Rating Bureau, District Sanitarian, Idaho State Public Utilities Commission, Idaho Department of Reclamation, and all requirements of the City.</p> |
| | | | <p>City Council Findings</p> <p><i>The townhome units are connected to the municipal water system. The Utilities Department reviewed all required improvements associated with the multi-family residential development and approved the project or approved the project subject to conditions through PUD-CUP 15-129, Design Review 15-028, Preliminary plat 15-145, and Building Permit 18-022.</i></p> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <p>16.04.040.M</p> <p>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</p> |

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| | | | | <p>areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.</p> |
| | | | City Council Findings | <i>This standard is not applicable as the sublots are within a residential neighborhood and the subject property does not adjoin incompatible uses or features.</i> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 16.04.040.N | <p>Cuts, Fills, And Grading Improvements: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following:</p> <ol style="list-style-type: none"> 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 AASHO 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 within twelve feet (12') horizontally of the top and existing or planned cut slope. 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. |
| | | | City Council Findings | <i>These standards are not applicable. These standards were addressed through the Thunder Spring Large Block Plat process.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input 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</p> |

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| | | | | 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. |
| | | | City Council Findings | <i>City Departments, including Planning, Building, Fire, Streets, City Engineer, and Utilities, reviewed all required improvements associated with the multi-family residential development and approved the project or approved the project subject to conditions through PUD-CUP 15-129, Design Review 15-028, Preliminary Plat 15-145, and Building Permit 18-022.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.040.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. |
| | | | City Council Findings | <i>Natural gas, telephone, cable, and electricity are installed or in the process of being installed and shall be installed prior to Certificate of Occupancy for the townhome units.</i> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 16.04.040.Q | Off Site Improvements: Where the off site impact of a proposed subdivision is found by the commission or Council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to final plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities. |
| | | | City Council Findings | <i>No off-site improvements are required with the townhouse subdivision final plat. Off-site improvements were addressed through the Planned Unit Development and Thunder Spring Large Block Plat processes.</i> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 16.04.040.R | Avalanche And Mountain Overlay: All improvements and plats (land, planned unit development, townhouse, condominium) created pursuant to this chapter shall comply with City of Ketchum Avalanche Zone District and Mountain Overlay Zoning District requirements as set forth in Title 17 of this Code. |
| | | | City Council Findings | <i>N/A</i> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 16.04.040.S | Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision. |
| | | | City Council Findings | <i>N/A</i> |

CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code and is required and has exercised its authority pursuant to the Local Land Use Planning Act codified at Chapter 65 of Title 67 Idaho Code and pursuant to Chapters 3, 9 and 13 of Title 50 Idaho Code to enact the Ordinances and regulations, which Ordinances are codified in the Ketchum City Code (“KMC”) and are identified in the Findings of Fact and which are herein restated as Conclusions of Law by this reference and which City Ordinances govern the Applicant’s Townhouse Subdivision Final Plat application for the development and use of the project site.
2. The Council has authority to hear the applicant’s Townhouse Subdivision application pursuant to Chapter 16.04 of Ketchum Code Title 16.
3. The City of Ketchum Planning Department provided adequate notice for the review of this application.
2. The Townhouse Subdivision Preliminary Plat application is governed under Sections 16.04.010, 16.04.020, 16.04.030, and 16.04.080 of Ketchum Municipal Code Chapter 16.04.

3. The proposed Townhouse Subdivision for the Thunder Spring Residences Sublots 8 & 9 meets the standards for Townhouse Final Plats under Title 16 of Ketchum Municipal Code subject to conditions of approval.

DECISION

THEREFORE, the Ketchum City Council **approves** this Townhouse Subdivision Final Plat application this Monday, December 16th, 2019 subject to the following conditions:

CONDITIONS OF APPROVAL

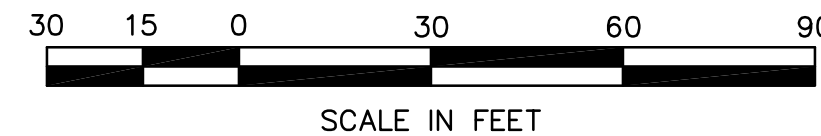
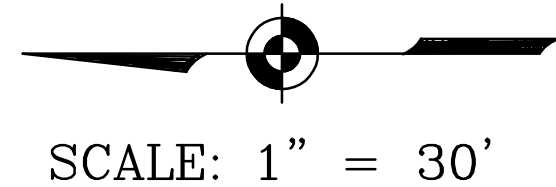
1. The Covenants, Conditions, and Restrictions (CC&R's) shall be simultaneously recorded with the Final Plat, and the City will not now, nor in the future, determine the validity of the CC&R's.
3. The recorded plat shall show a minimum of two Blaine County Survey Control Monuments with ties to the property and an inverse between the two monuments. The Survey Control Monuments shall be clearly identified on the face of the map.
4. An electronic CAD file shall be submitted to the City of Ketchum prior to final plat signature by the City Clerk. The electronic CAD file shall be submitted to the Blaine County Recorder's office concurrent with the recording of the Plat containing the following minimum data:
 - a. Line work delineating all parcels and roadways on a CAD layer/level designated as "parcel";
 - b. Line work delineating all roadway centerlines on a CAD layer/level designated as "road"; and,
 - c. Line work that reflects the ties and inverses for the Survey Control Monuments shown on the face of the Plat shall be shown on a CAD layer/level designated as "control"; and,
5. All information within the electronic file shall be oriented and scaled to Grid per the Idaho State Plane Coordinate System, Central Zone, NAD1983 (1992), U.S. Survey Feet, using the Blaine County Survey Control Network. Electronic CAD files shall be submitted in a ".dwg", ".dgn" or ".shp" format and shall be submitted digitally to the City on a compact disc. When the endpoints of the lines submitted are indicated as coincidental with another line, the CAD line endpoints shall be separated by no greater than 0.0001 drawing units.
6. The applicant shall provide a copy of the recorded Final Plat and the associated condominium owners' documents to the Planning and Building Department for the official file on the application.
7. The Final Plat mylar shall contain all items required under Title 50, Chapter 13, Idaho Code as well as all items required pursuant to KMC §16.04.030J including certificates and signatures.
8. The project shall comply with all governing ordinance and department conditions pertinent to the Fire Department, Planning & Building Department, Utilities Department, Street Department, and Ketchum City Engineer.
9. Approval of the Townhouse Subdivision Final Plat is subject to PUD-CUP 15-129, Design Review 15-028, Preliminary Plat 15-145, and Building Permit 18-022 approvals. All conditions of approval shall apply. All City Department conditions shall be met prior to issuance of a Certificate of Occupancy for the project.
10. Pursuant to KMC §16.04.080.D, the final plat shall not be signed by the City Clerk and recorded until the townhome units have received: (a) a Certificate of Occupancy issued by the City of Ketchum and (b) completion of all Design Review elements as approved by the Planning & Zoning Administrator.

Findings of Fact **adopted** this 16th day of December 2019

Neil Bradshaw, Mayor

Robin Crotty, City Clerk

A PLAT SHOWING
THUNDER SPRING RESIDENCES SUBLOTS 8 & 9
 WHEREIN THE COMMON AREA OF THUNDER SPRING RESIDENCES SUBLOTS 3 & 4 IS REPLATTED AS SHOWN
 LOCATED WITHIN SECTION 7, T.4 N., R.18 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
 SEPTEMBER 2019



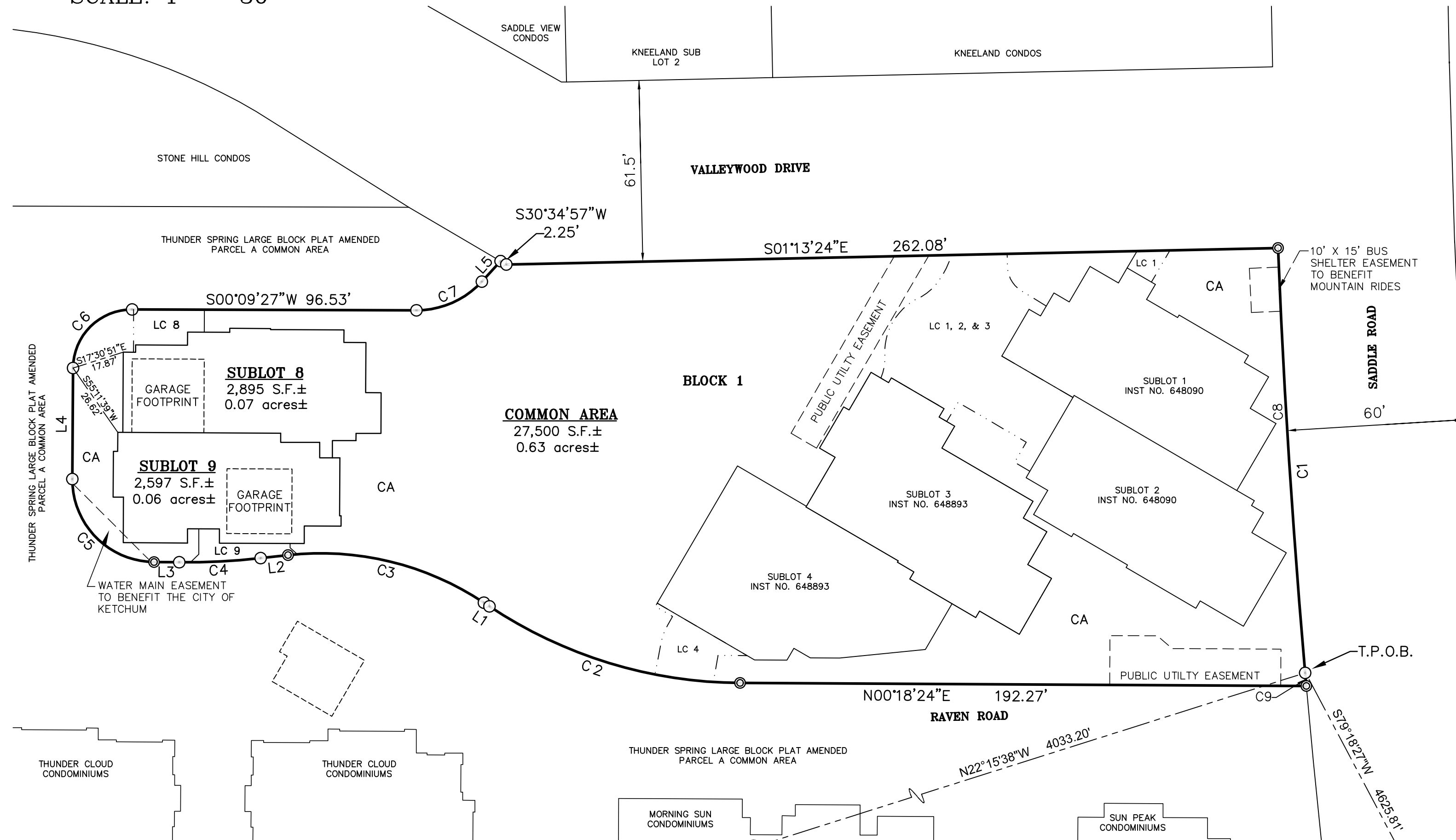
LEGEND

- Property Boundary
- Adjoiners Lot Line
- - - Existing easements per Instrument No. 648090
- ⊙ Found Aluminum Cap
- Found 5/8" Rebar
- ⊙ Found 3/4" Brass Tag and Nail
- Sublot Boundaries
- - - Limited Common Boundaries
- - - Garage Footprint
- - - Survey Ties
- CA Common Area
- LC Limited Common

SEE SHEET 2 FOR SUBLOT DETAILS

NOTES

1. Sublot lines follow building roof lines and centerlines of party walls, except where roof lines overhang the patio or driveway areas for adjacent units, in which case sublot lines follow wall lines or extensions thereof.
2. All new utilities shall be installed underground.
3. Covenant, conditions, and restrictions for these townhomes, including the party wall agreement, exist under Inst. No. 647692, records of Blaine County, Idaho.
4. All Townhome unit owners shall have mutual reciprocal easements for existing and future water, cable tv, sewage, storm, telephone, natural gas and electrical lines over, under, and across their townhouses and sublots, outside of the foundation stemwalls, for the repair, maintenance, and replacement thereof.
5. Garage space shall not be converted to living space or uses other than parking of vehicles and household storage.
6. The townhouse sublots shown hereon are considered as one (1) land lot. Coverage requirements and other bulk regulations per the City of Ketchum ordinances apply to the sublots as one parcel.
7. Property shown hereon is subject to the following exceptions per Title Report by Blaine County Title Policy No. 0-9301-003319026, dated January 12, 2015:
 - Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided in the Declaration of Special Covenants, Conditions and Restrictions recorded December 5, 1997 as Instrument No. 408654;
 - Thunder Spring Phased Development Agreement, including the terms and provisions thereof, recorded October 7, 1999 as Instrument No. 432272, and Amended as Instrument No.'s 444558, 467471 and 491957;
 - Subordination and Nondisturbance Agreement, including the terms and provisions thereof, by and between the City of Ketchum, Idaho, a municipal corporation and Thunder Spring, LLC., a Delaware limited liability company, recorded October 27, 2000 as Instrument No. 444559;
 - Notes, Easements and Restrictions as shown on the plat of Thunder Spring Large Block Plat, recorded March 10, 2000 as Instrument No. 437167;
 - Notes, Easements and Restrictions as shown on the plat of Thunder Spring Large Block Plat Amended, recorded July 2, 2008 as Instrument No. 559523, records of Blaine County, Idaho.
8. This development is subject to the Amended and Restated Phased Development Agreement between Ketchum/IEG Thunder Spring, LLC, et. al., dated November 16, 2015 and recorded as Instrument #631541. Sublots may be platted in phases.
9. All areas outside Sublots that is not designated as Limited Common is Common Area.
10. Each Limited Common Area identified hereon is for the exclusive use of said area for access and parking for the designated sublots as shown hereon. Consult the Declaration of Covenants, Conditions and Restrictions for the definition of common area and limited common area.
11. Reference is made to the following surveys, records of Blaine County, ID:
 - Thunder Springs Residences Sublots 3 & 4, Instrument No. 648893
 - Thunder Springs Residences Sublots 1 & 2, Instrument No. 648090

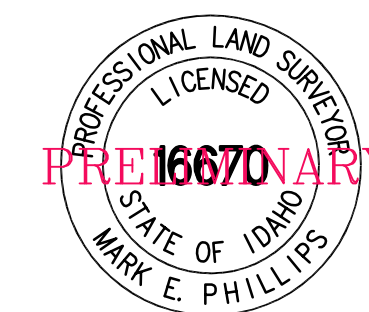


| CURVE TABLE | | | | | | |
|-------------|---------|----------|---------|-----------|---------|-----------------|
| CURVE | LENGTH | RADIUS | TANGENT | DELTA | CHORD | CHORD DIRECTION |
| C1 | 149.05' | 3099.05' | 74.54' | 2°45'20" | 149.03' | S 86°18'07" W |
| C2 | 90.25' | 155.00' | 46.45' | 33°21'42" | 88.98' | N 16°59'12" E |
| C3 | 69.86' | 100.00' | 36.42' | 40°01'39" | 68.45' | N 13°39'35" E |
| C4 | 27.68' | 230.00' | 13.86' | 6°53'41" | 27.66' | S 02°54'30" E |
| C5 | 43.89' | 28.00' | 27.90' | 89°48'16" | 39.53' | N 45°26'49" E |
| C6 | 31.35' | 19.99' | 19.94' | 89°50'59" | 28.24' | S 44°44'04" E |
| C7 | 24.98' | 30.00' | 13.26' | 47°42'02" | 24.26' | S 23°41'18" E |
| C8 | 144.60' | 3099.05' | 72.31' | 2°40'24" | 144.58' | S 86°20'35" W |
| C9 | 4.45' | 3099.05' | 2.23' | 0°04'56" | 4.45' | S 84°57'55" W |

| LINE TABLE | | |
|------------|--------|---------------|
| LINE | LENGTH | BEARING |
| L1 | 2.26' | N 33°40'15" E |
| L2 | 9.36' | N 06°21'03" W |
| L3 | 8.56' | N 00°32'17" E |
| L4 | 37.71' | S 89°38'36" E |
| L5 | 9.43' | S 47°32'06" E |

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

Date _____ South Central Public Health District



MARK E. PHILLIPS, P.L.S. 16670

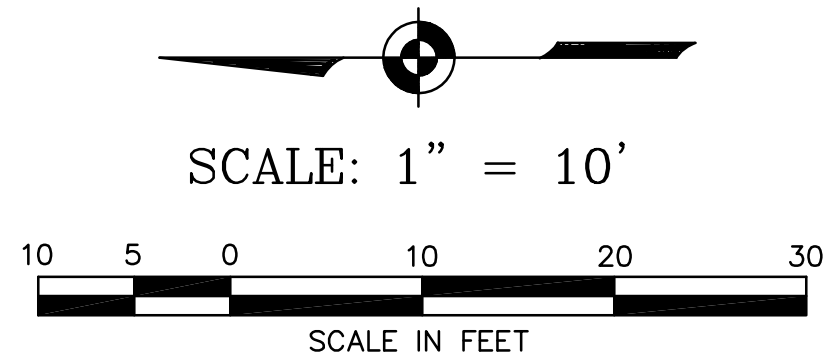
THUNDER SPRING RESIDENCES
 SUBLOTS 8 & 9

GALENA ENGINEERING, INC.
 HAILEY, IDAHO

SHEET 1 OF 3

Job No. 7128

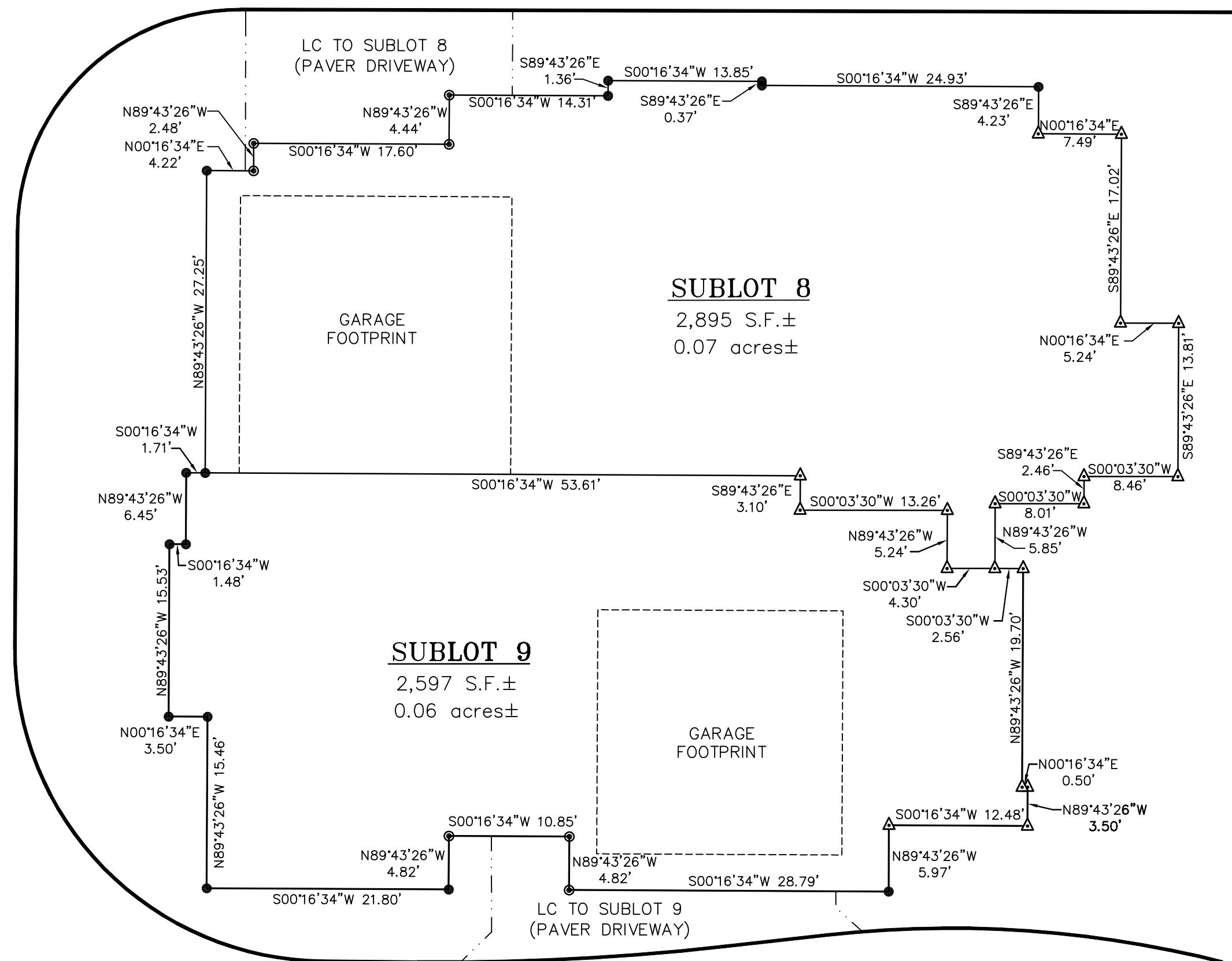
A PLAT SHOWING
THUNDER SPRING RESIDENCES SUBLOTS 8 & 9
 LOCATED WITHIN SECTION 7, T.4 N., R.18 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
 SEPTEMBER 2019



LEGEND

- Property Boundary
- Sublot Boundaries
- - - Limited Common Boundaries
- - - Garage Footprint
- LC Limited Common
- Set 5/8" Rebar, PLS 16670
- ⊙ Set 3/4" Brass Tag and Nail, PLS 16670
- △ Calculated Point, Not Set

**SEE SHEET 1 FOR BOUNDARY
 INFORMATION AND NOTES**



MARK E. PHILLIPS, P.L.S. 16670

THUNDER SPRING RESIDENCES
 SUBLOTS 8 & 9

GALENA ENGINEERING, INC.
 HAILEY, IDAHO

SHEET 2 OF 3

Job No. 7128



City of Ketchum

December 16, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Direction on Fire Station Location

Recommendation and Summary

The Mayor is asking the City Council to provide direction on the site for a new fire station.

The reasons for the recommendation are as follows:

- The City Council has previously expressed support for a fire station located on City-owned land off Saddle Road and staff has acted to develop a project on that location.
- At its November 18, 2019, meeting, the City Council requested a discussion on the fire station location be added to the agenda for the December 16, 2019, meeting.

Introduction and History

In September 2017 a site evaluation process was initiated. A group of 11 people that included police and fire personnel, real estate and development professionals, and residents of Ketchum evaluated sites in and around Ketchum and assessed feasibility. The group identified 22 locations which were evaluated for accessibility and other factors, including response time. This group identified City-owned land on Saddle Road as the preferred site.

During its June 17, 2019, meeting, the City Council expressed support for a fire station on City-owned land on Saddle Road. All subsequent outreach efforts concerning the fire station referenced this location prior to the election.

Analysis

The June 17, 2019, staff report to the City Council is attached as reference.

Financial Impact

There \$11.5 million project budget was predicated on the Saddle Road location. Direction to pursue another location may have budgetary implications.

Attachments:

A: June 17, 2019, Staff Report and Attachments



City of Ketchum

June 17, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Provide Direction on New Fire Station Location

Recommendation and Summary

The Mayor is asking the City Council to provide direction on the site for a new fire station.

The reasons for the request are as follows:

- The first step in preparing a preliminary building layout and cost estimate, is determining the location for the new fire station.
- Preliminary plans and a cost estimate help determine the amount of a future bond.
- Discussion and deliberation on proceeding with a November bond, including the amount of the bond, will take place in August

Introduction and History

Between 2001 and 2016, the City evaluated different locations for a new fire station. Sites considered consisted of the following locations:

- City property on Lewis Street
- City property adjacent to the YMCA (north and south properties)
- Stock Building site
- City Hall site

In September 2017 a new site evaluation process was initiated. A group of 11 people that included police and fire personnel, real estate and development professionals, and residents of Ketchum evaluated sites in and around Ketchum and assessed feasibility. All known feasible sites were evaluated. Attachment A provides a summary of the sites evaluated. The group identified 22 locations. These 22 locations were further evaluated for accessibility and other factors, including response time.

Initially, the City site south of the YMCA was identified as a preferred location. However, after public review and comment, that site is no longer under consideration. Two sites have emerged as preferred locations, the City owned dirt lot north of the YMCA and the private property at 290 and 298 Northwood Way. The Northwood Way properties are available for purchase for \$3,036,000. Of the two sites, the Mayor is recommending the fire station be located on the dirt lot north of the YMCA.

Analysis

As shown in Attachment B, the dirt lot north of the YMCA can accommodate a fire station meeting the programmatic needs of the Fire Department. Should the Council approve this location, preliminary plans will be prepared showing the layout and functions within the building and cost estimate for design and construction.

This site is suitable with or without consolidation of the north valley fire agencies. The site is centrally located with access to Highway 75, Saddle Road into the City of Sun Valley, and Warm Springs Road. Attachment C shows the estimated driving times without lights and sirens to areas around Ketchum.

Unlike some of the other sites considered, this location provides enough area for drive-through apparatus bays. Without drive-through bays, vehicles would have to back into the apparatus bay. There is also enough space to include on-site housing and parking for police vehicles should the Council decide to include those elements in a future bond. The discussion on the project elements and cost estimates will occur at the July 1, 2019 Council meeting.

The YMCA has requested 150 parking spaces for their use. At least 170 parking spaces can be provided at this location in the event the fire station is constructed, and the YMCA expands and uses their entire leased area.

Next Steps

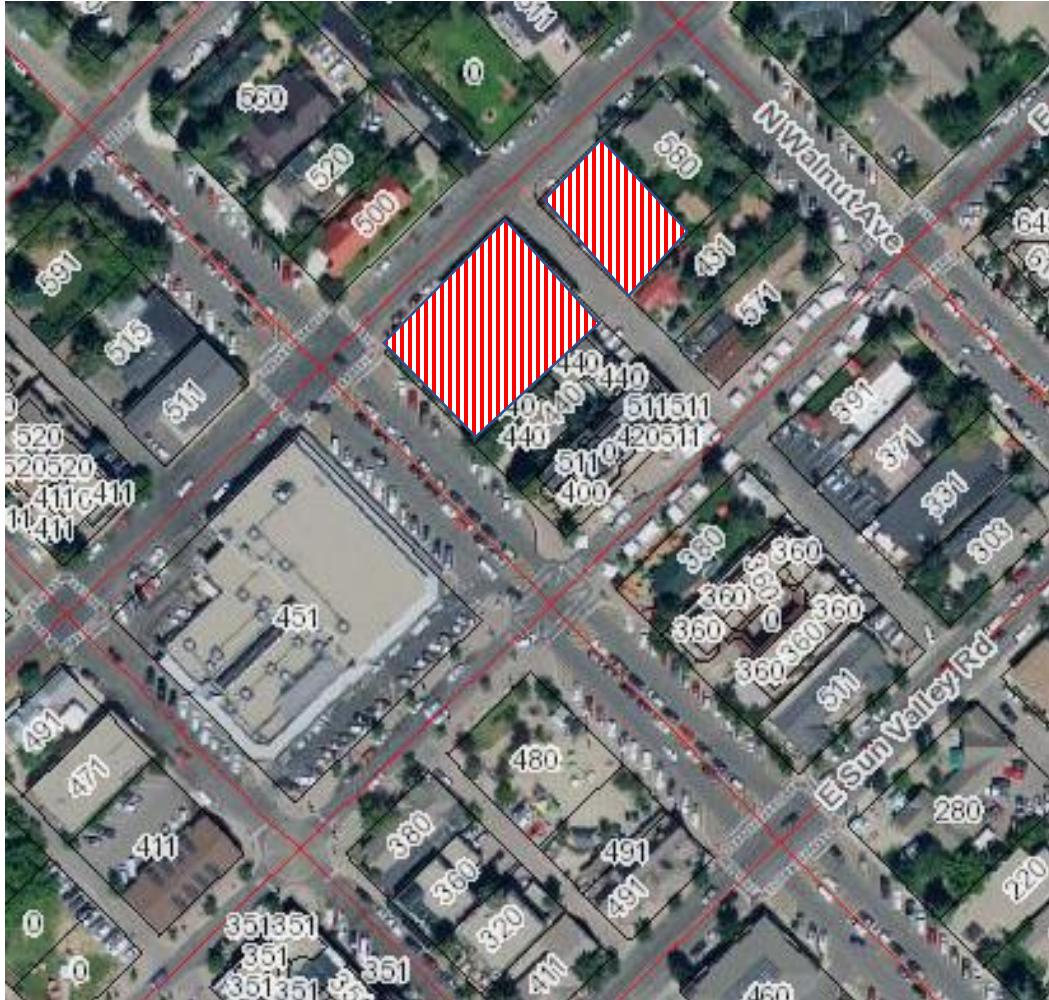
If this site is approved by the City Council, preliminary plans showing the building layout and internal functions will be prepared along with project cost estimates. Ideally, this information will be available at the June 25th fire bond open house. After the open house, information will be presented to the City Council in July. Council will be asked to decide the amount of the bond and the elements of the project that may or may not be included in the cost of the project (police parking, firefighter housing, level of building sustainability). The City must notify the County by September 13, 2019 if there is going to be a bond measure on the November 5, 2019 ballot, and if so, ballot language must be submitted to the County by September 16, 2019. It is anticipated Council will be discussing the approach, cost and ballot language in July and August.

Attachments:

- Attachment A: 2017 Site Evaluation
- Attachment B: Proposed Site Plan
- Attachment C: Response Time Map

CITY-OWNED LOTS

CURRENT CITY HALL LOT



Location: NE Corner of East Avenue & 5th Street

Legal: Lot 3A, Block 45

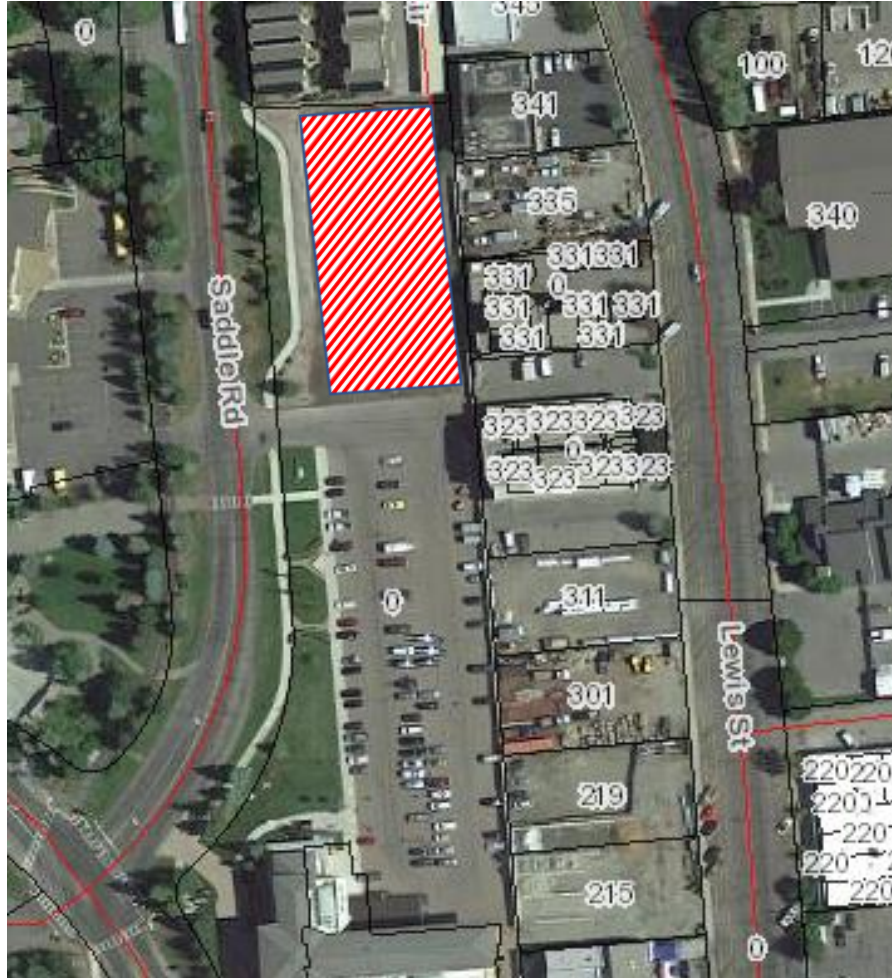
Size: 0.379 acres

Dimensions (WxD): Approx. 110' x 150'

Ownership: City of Ketchum

Market Value: N/A

YMCA NORTH LOT



Location: Warm Springs Road

Legal: Sec 12 & 13 4N 17E

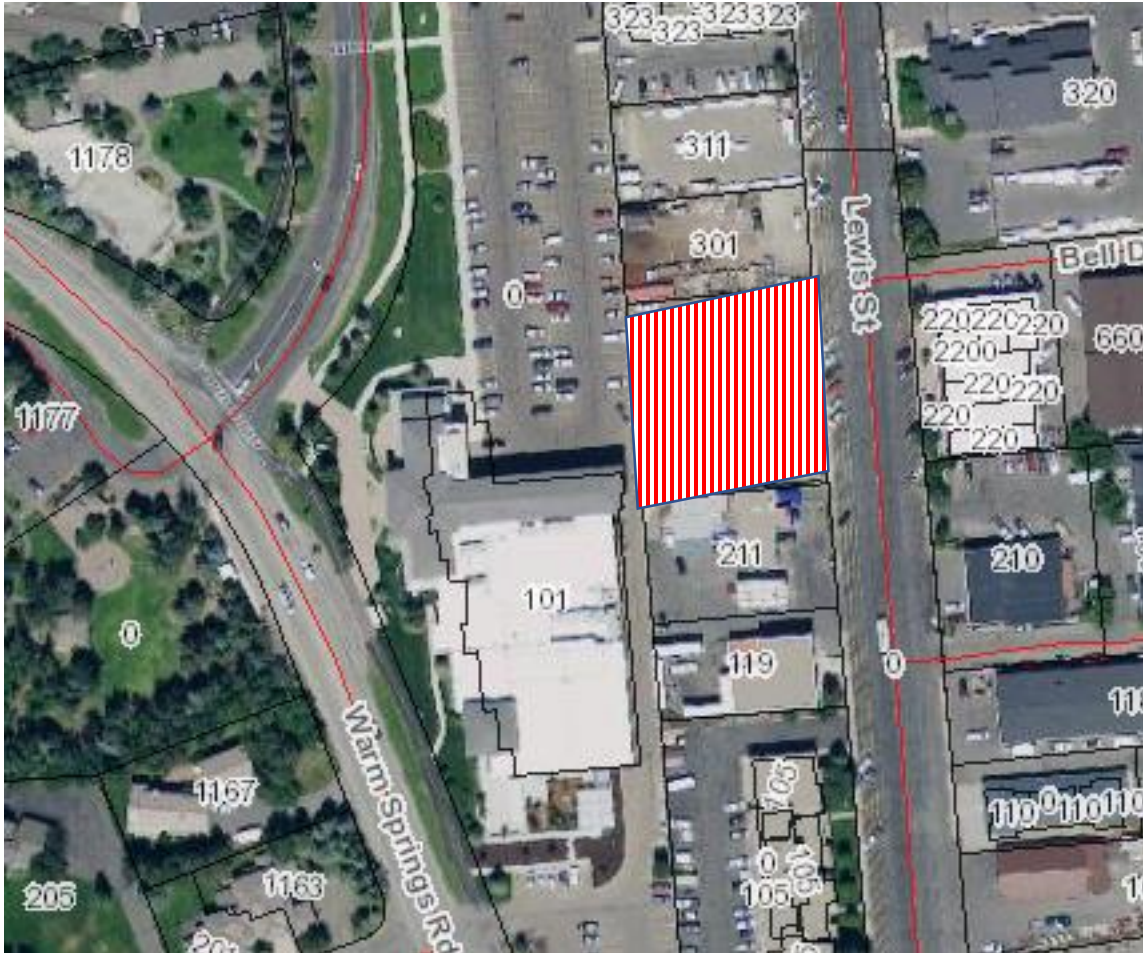
Size: 0.58 acres

Dimensions (WxD): Approx. 240' x 110'

Ownership: City of Ketchum

Market Value: N/A

CITY-OWNED LEWIS STREET LOTS



Location: Lewis Street

Legal: Lot 7, Block 1 and Lot 6, Block 1

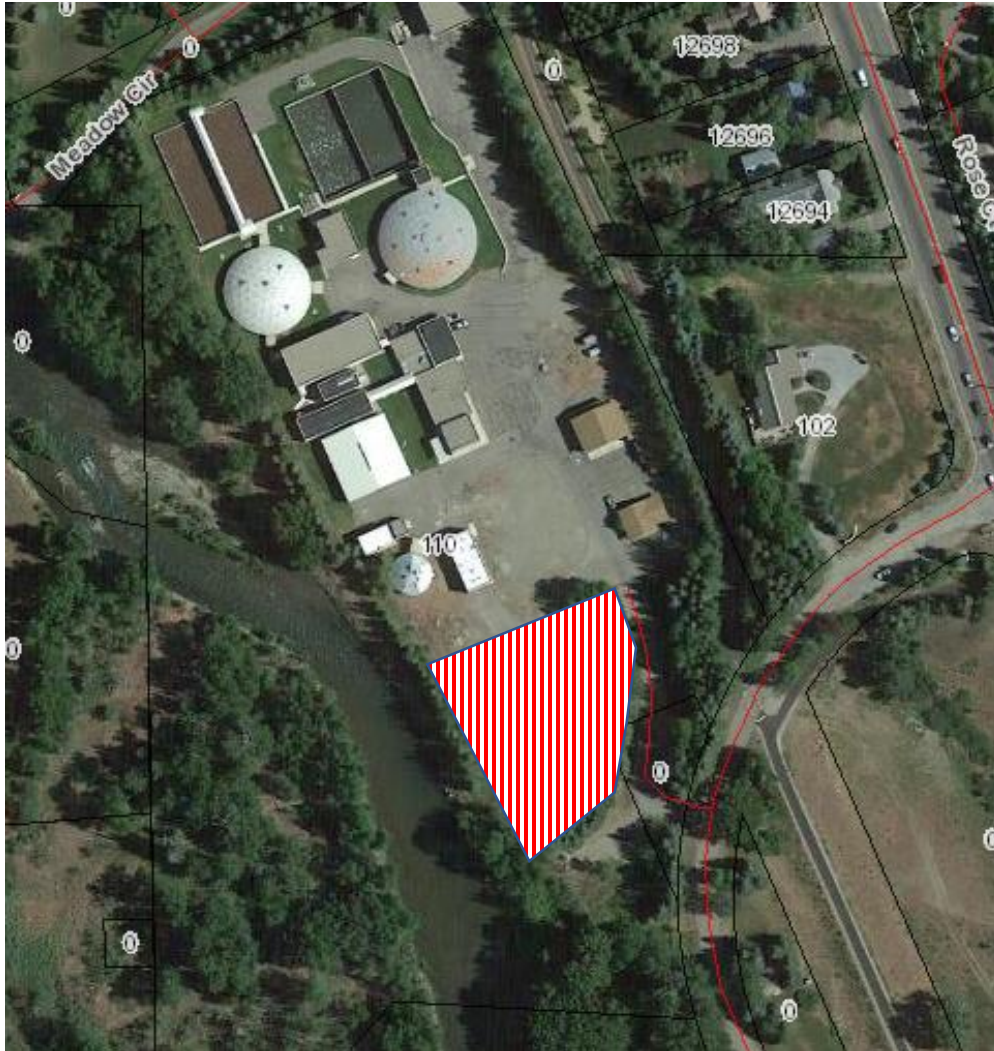
Size: 0.55 acres

Dimensions (WxD): Approx 160' x 150'

Ownership: City of Ketchum

Market Value: N/A

WATER TREATMENT PLANT LOT



Location: Water Treatment Plant

Legal: N/A

Size: Approx. 0.83 acres

Dimensions (WxD): Approx. 160' x 180'

Ownership: City of Ketchum

Market Value: N/A

FOOT OF 9TH STREET LOT



Location: West End of 9th Street

Legal: N/A

Size: Approx. 0.15 acres

Dimensions (WxD): Approx. 80' x 65'

Ownership: City of Ketchum

Market Value: N/A

PRIVATELY-OWNED LOTS

STOCK BUILDING SUPPLY LOT



Location: Lewis Street & Warm Springs Road.

Legal: Sec 13 4N 17E

Size: 2.432 acres

Dimensions (WxD): Approx. 340' x 305'

Ownership: Private (Warm Springs & 10th LLC).

Market Value: \$2,969,723

2ND AVENUE & 2ND STREET LOT



Location: SW Corner of 2nd Avenue & 2nd Street

Legal: Lots 1 & 2, Block 62

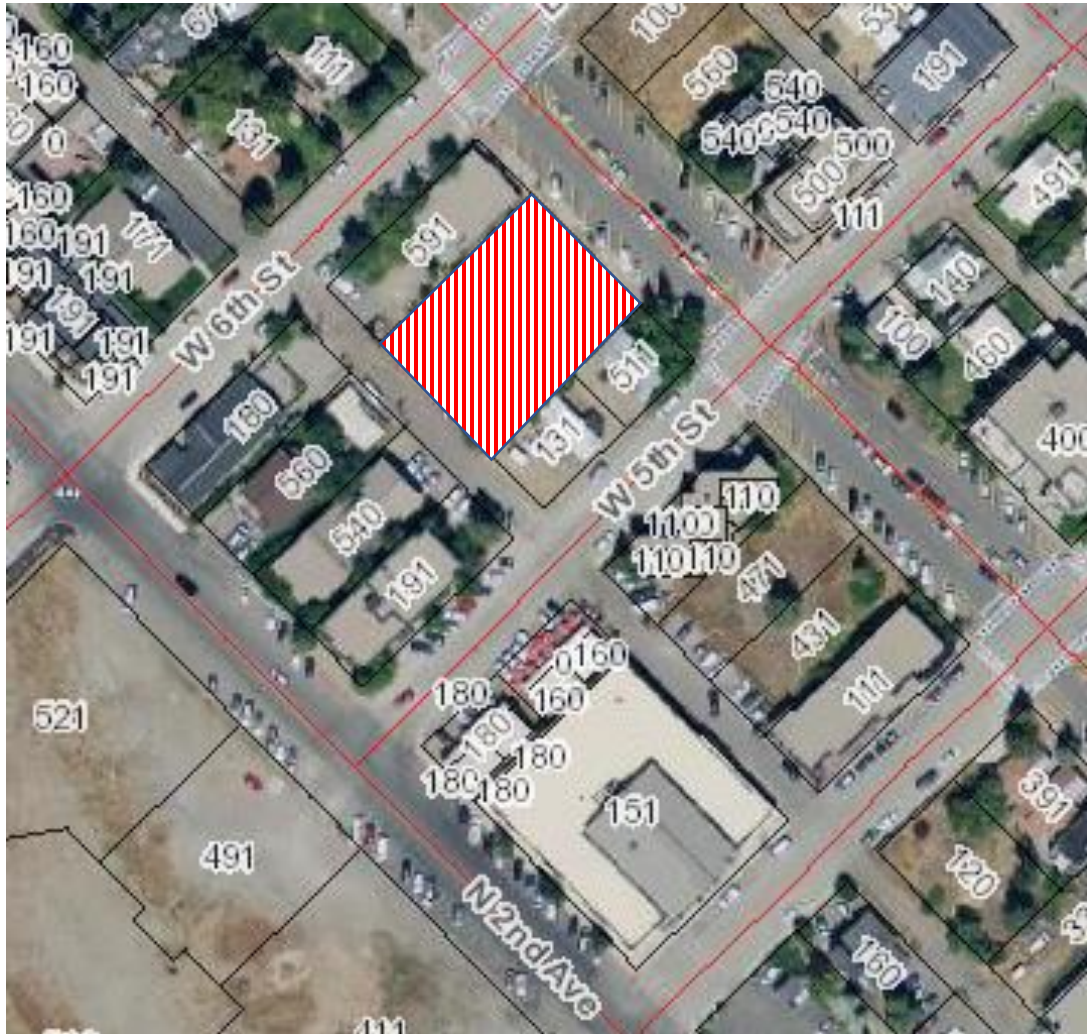
Size: 0.379 acres

Dimensions (WxD): Approx. 110' x 150'

Ownership: Private (Brien Stuart MD Trustee)

Market Value: \$1,056,000

1ST AVENUE LOT (HOSPICE & MT. EXPRESS)



Location: 1st Avenue (btwn 5th & 6th Streets)

Legal: Lots 2 & 3, Block 55

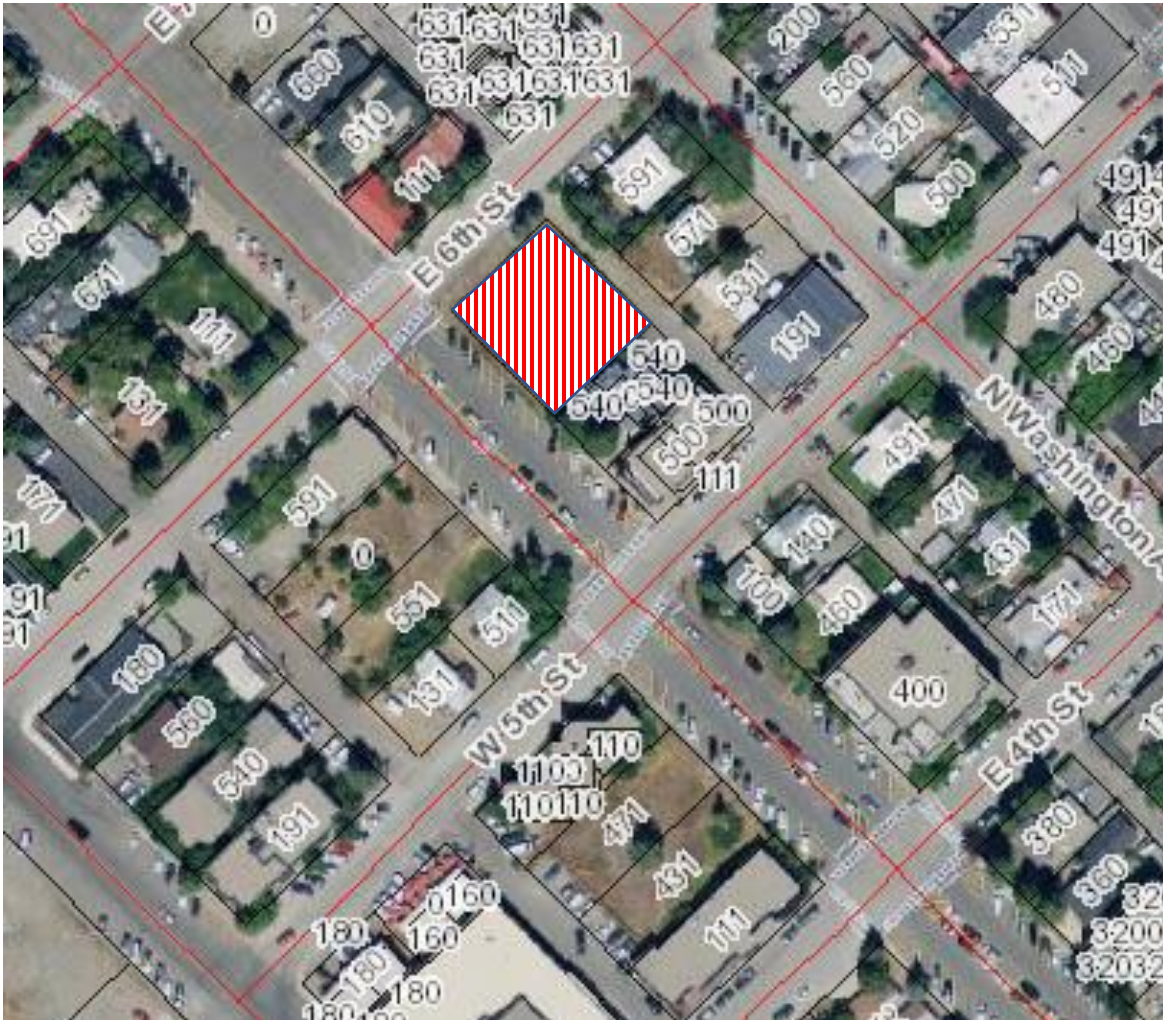
Size: 0.378 acres

Dimensions (WxD): Approx. 110' x 150'

Ownership: Private (Hardy Foundation Inc.)

Market Value: \$1,062,728

1st AVENUE AND 6TH STREET LOT



Location: SE Corner of 1st Avenue & 6th Street

Legal: Lot 5 & 6, Block 35

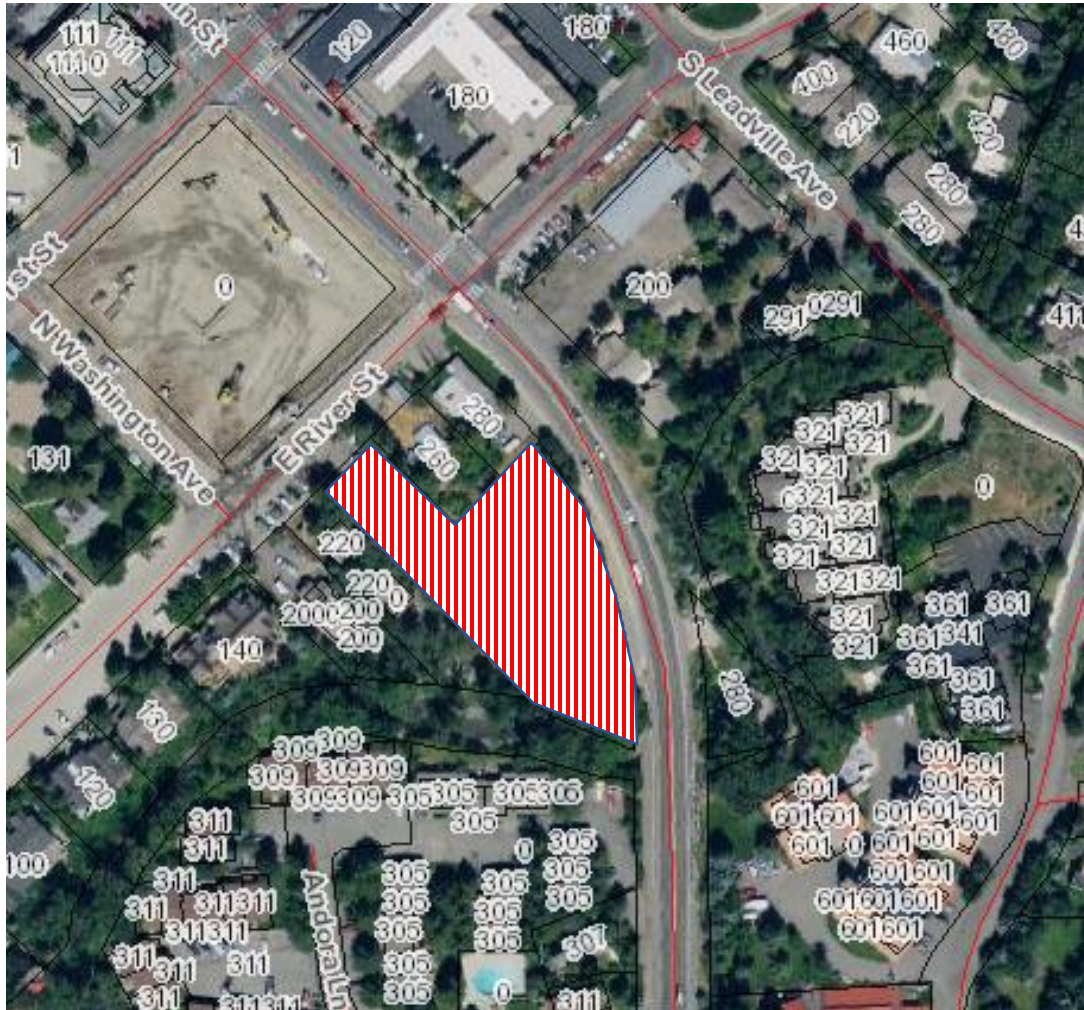
Size: 0.252 acres

Dimensions (WxD): Approx. 110' x 100'

Ownership: Private (Jack Bariteau)

Market Value: \$880,000

GATEWAY BUILDING LOT



Location: Main Street, South of River

Legal: Lots 3, 21, 22, Block 82

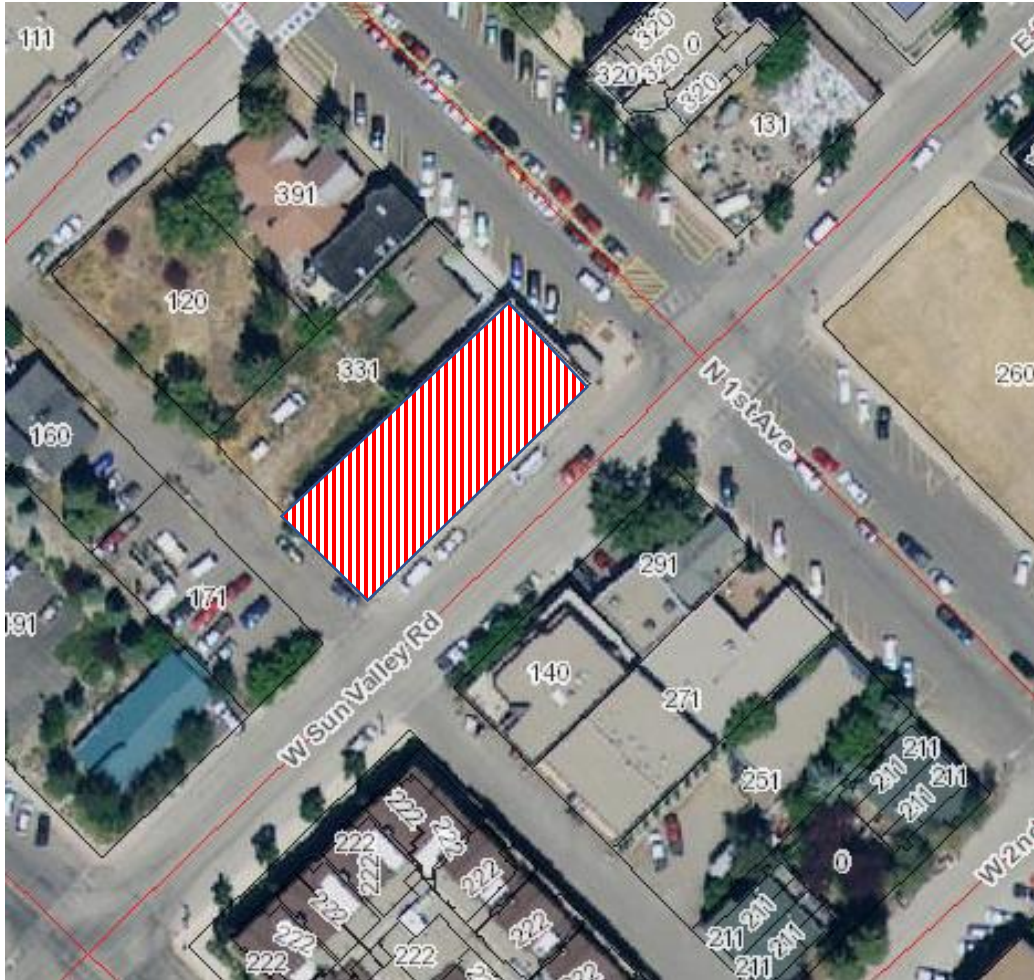
Size: 0.774 acres

Dimensions (WxD):

Ownership: Private (Idaho Banking Company, C/O DL Evans)

Market Value: \$2,421,785

OLD POST OFFICE LOT



Location: NW Corner of 1st Avenue & SV Road

Legal: Lot 4, Block 57

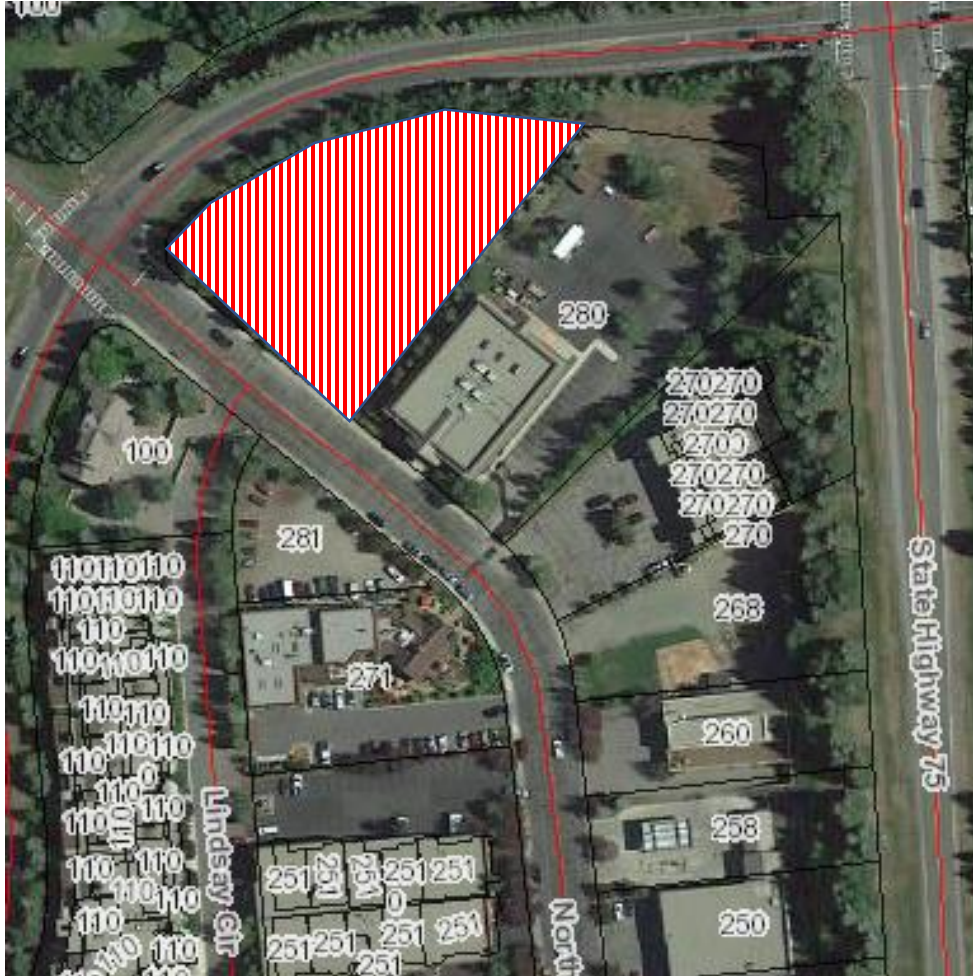
Size: 0.189 acres

Dimensions (WxD): Approx. 50' x 150'

Ownership: Private (Geneva Plaza LLC)

Market Value: \$1,144,788

BARSOTTI LIGHT INDUSTRIAL LOT



Location: SE Corner of Saddle & Northwood Roads

Legal: Lots 23 & 24

Size: 1.096 acres

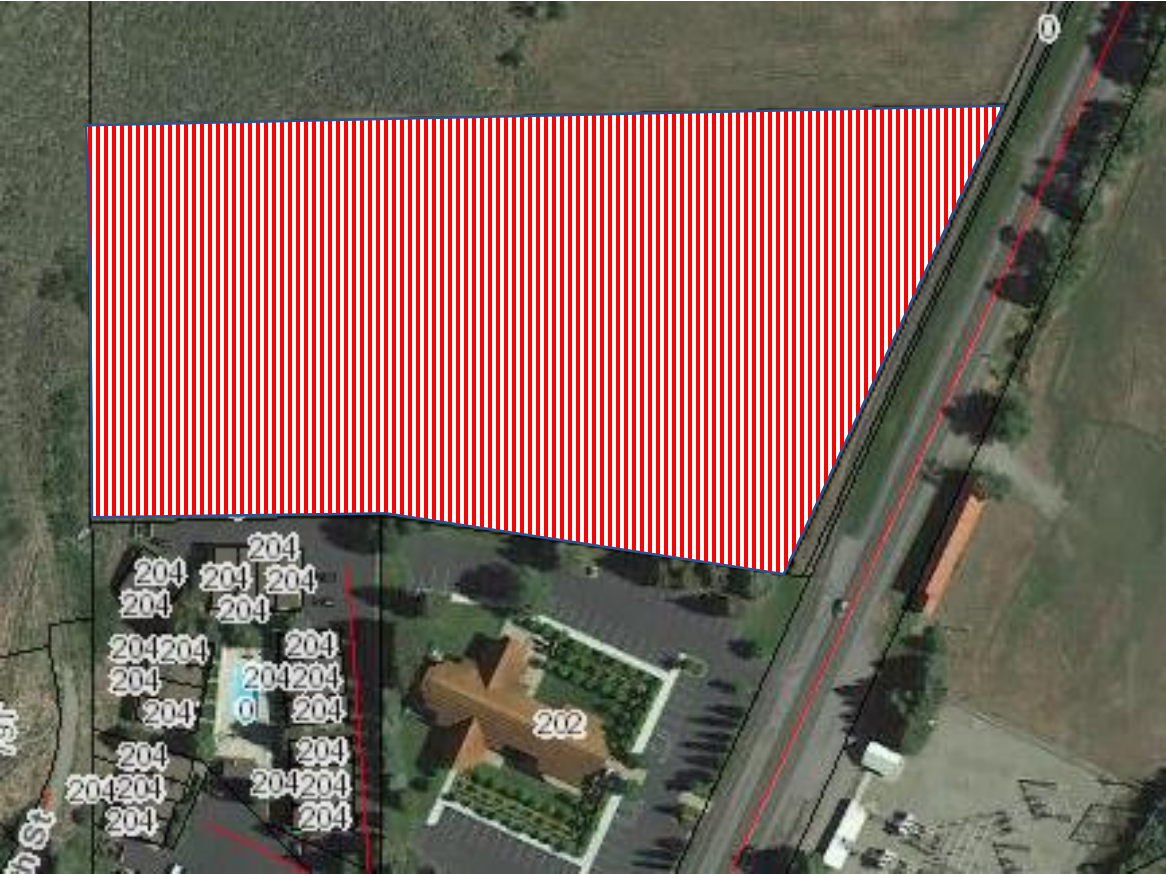
Dimensions (WxD): Approx 210' x 200'

Ownership: Private (Barsotti Investment Company LLC)

Market Value: \$1,388,246

ORGANIZATION-OWNED LOTS

FESITVAL FIELD LOT



Location: Sun Valley Road (East of Town)

Legal: Sec 18 4N 18E

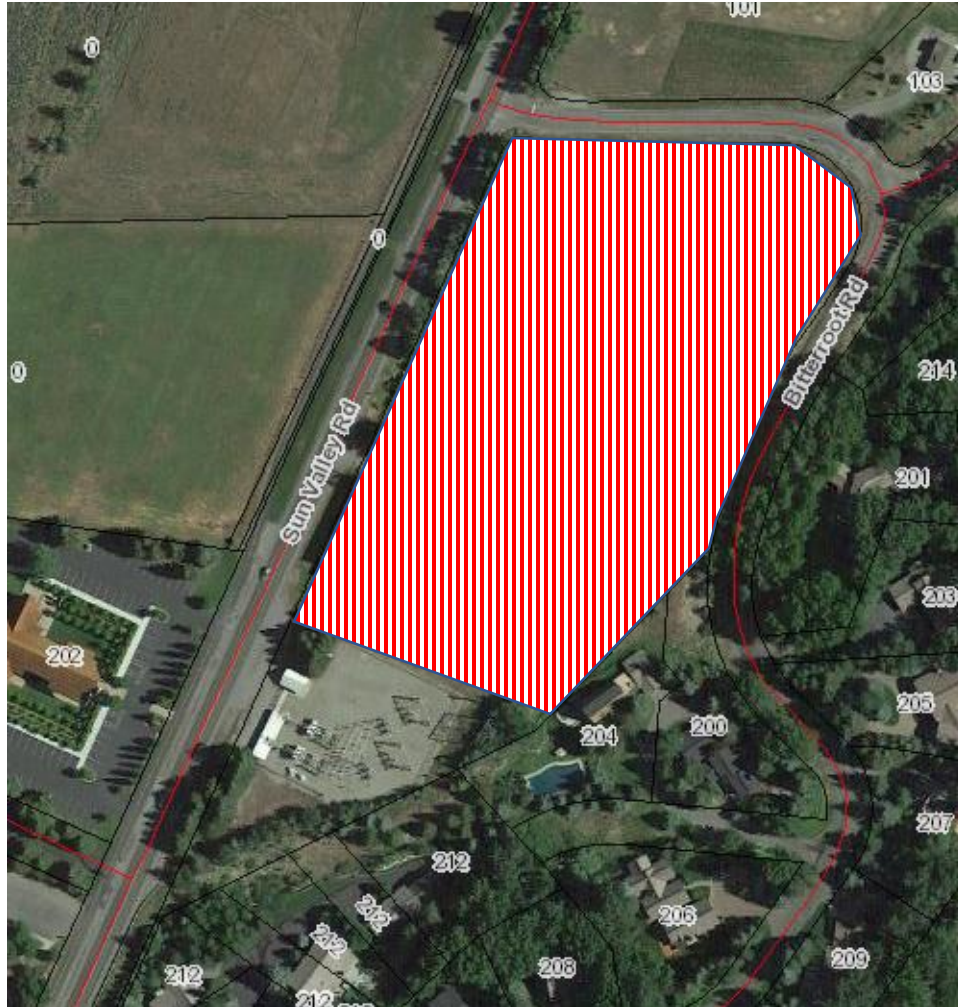
Size: 5.0 acres

Dimensions (WxD): Approx. 300' x 630'

Ownership: Private (City of Sun Valley)

Market Value:

RED BARN LOT



Location: Sun Valley Road (east of town)

Legal: Bitter Root Sub, Lot 3, Block 2

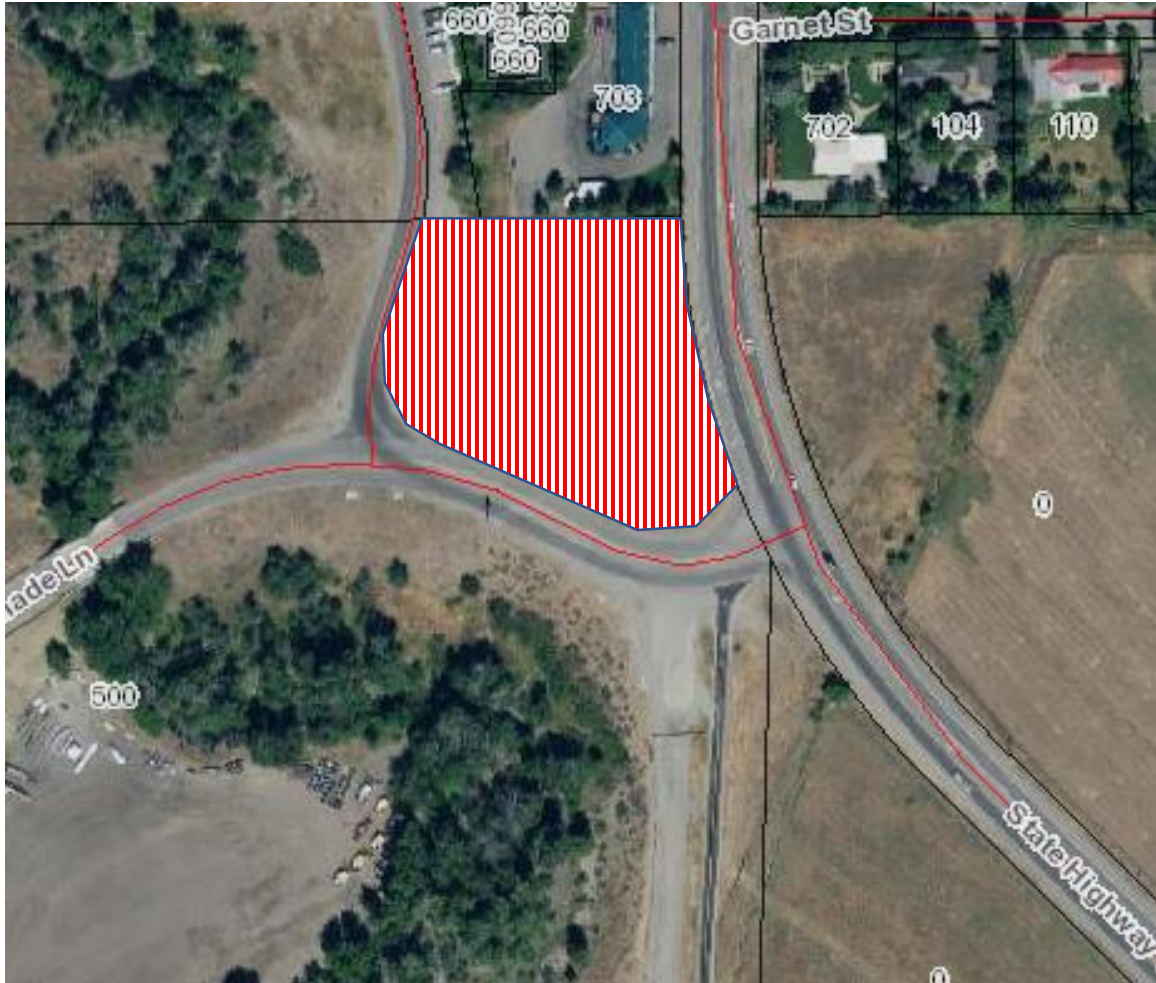
Size: Approx. 7.0 acres

Dimensions (WxD): Approx. 450' x 375'

Ownership: Private (Sun Valley Company)

Market Value: Unknown

2ND AVENUE & SERENADE LANE LOT



Location: 2nd Avenue @ Serenade Lane

Legal: N/A

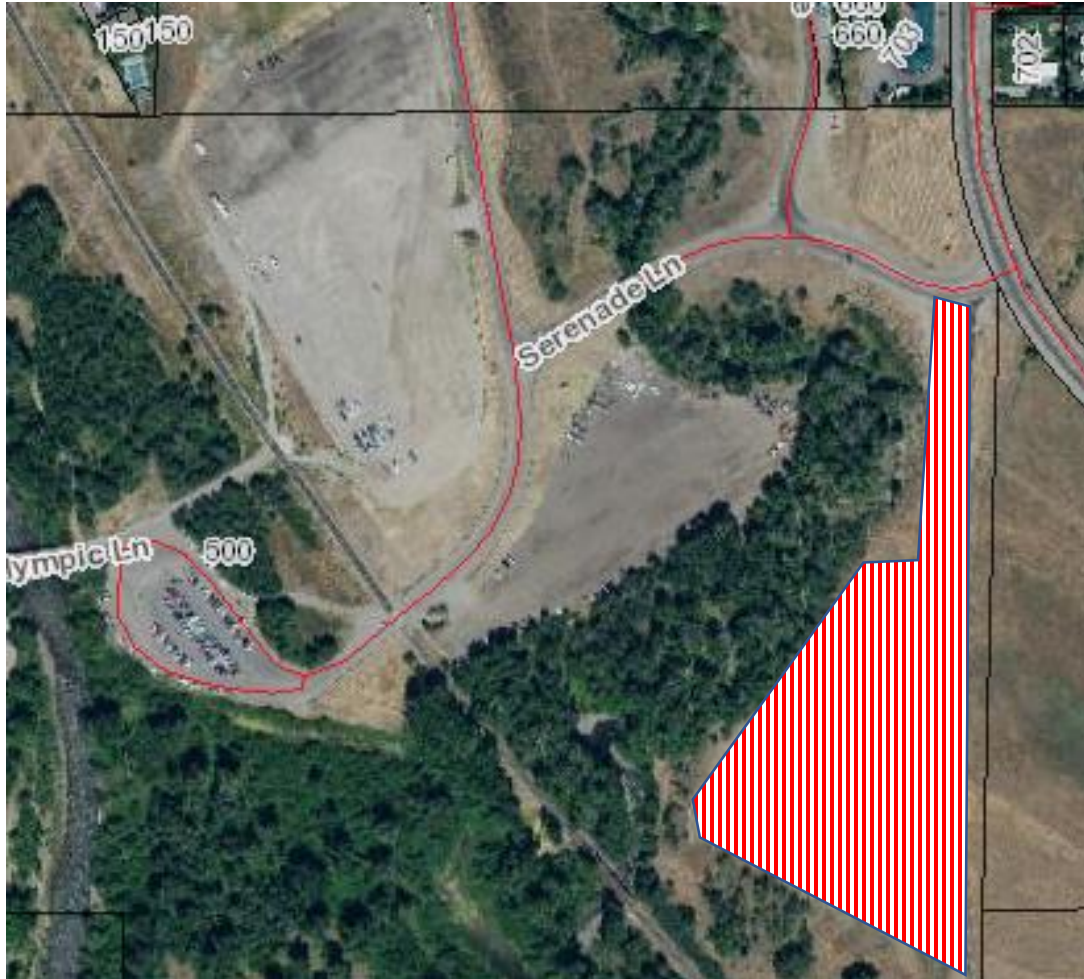
Size: Approx. 1.3 acres

Dimensions (WxD): Approx. 210' x 230'

Ownership: Private (Sun Valley Company)

Market Value: Unknown

SNOW DUMP LOT



Location: Serenade Lane

Legal: N/A

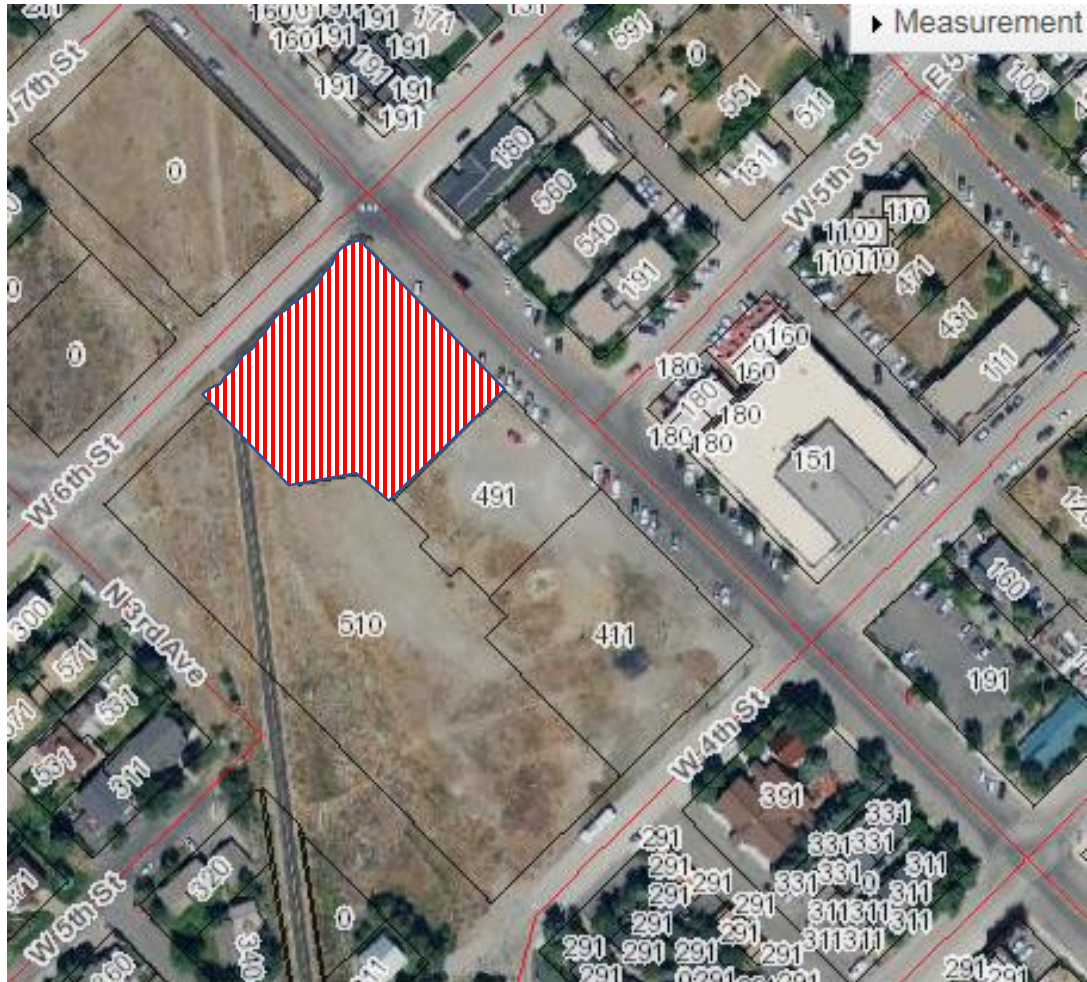
Size: 3.75 acres

Dimensions (WxD): 325' x 500'

Ownership: Private (Sun Valley Company)

Market Value: Unknown

SIMPLOT LOT



Location: NW Corner of 6th Street & 2nd Avenue.

Legal: Lot 3A, Block 1

Size: 0.72 Acres

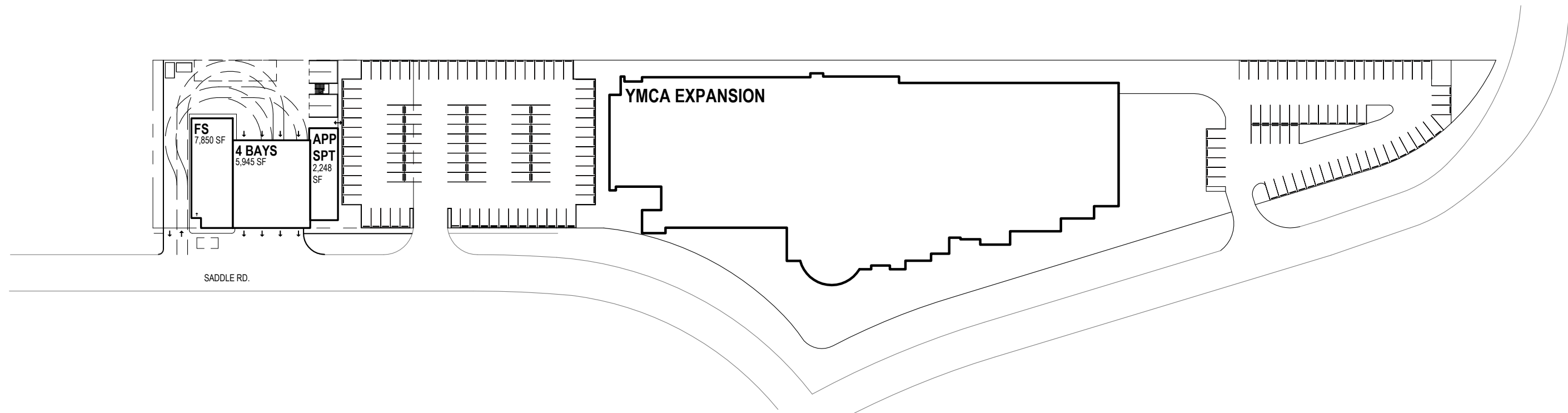
Dimensions (WxD): Approx. 175' x 190'

Ownership: Private (Simplot Ketchum Properties LLC).

Market Value: \$1,717,960

SITE PLAN - CONTEXT

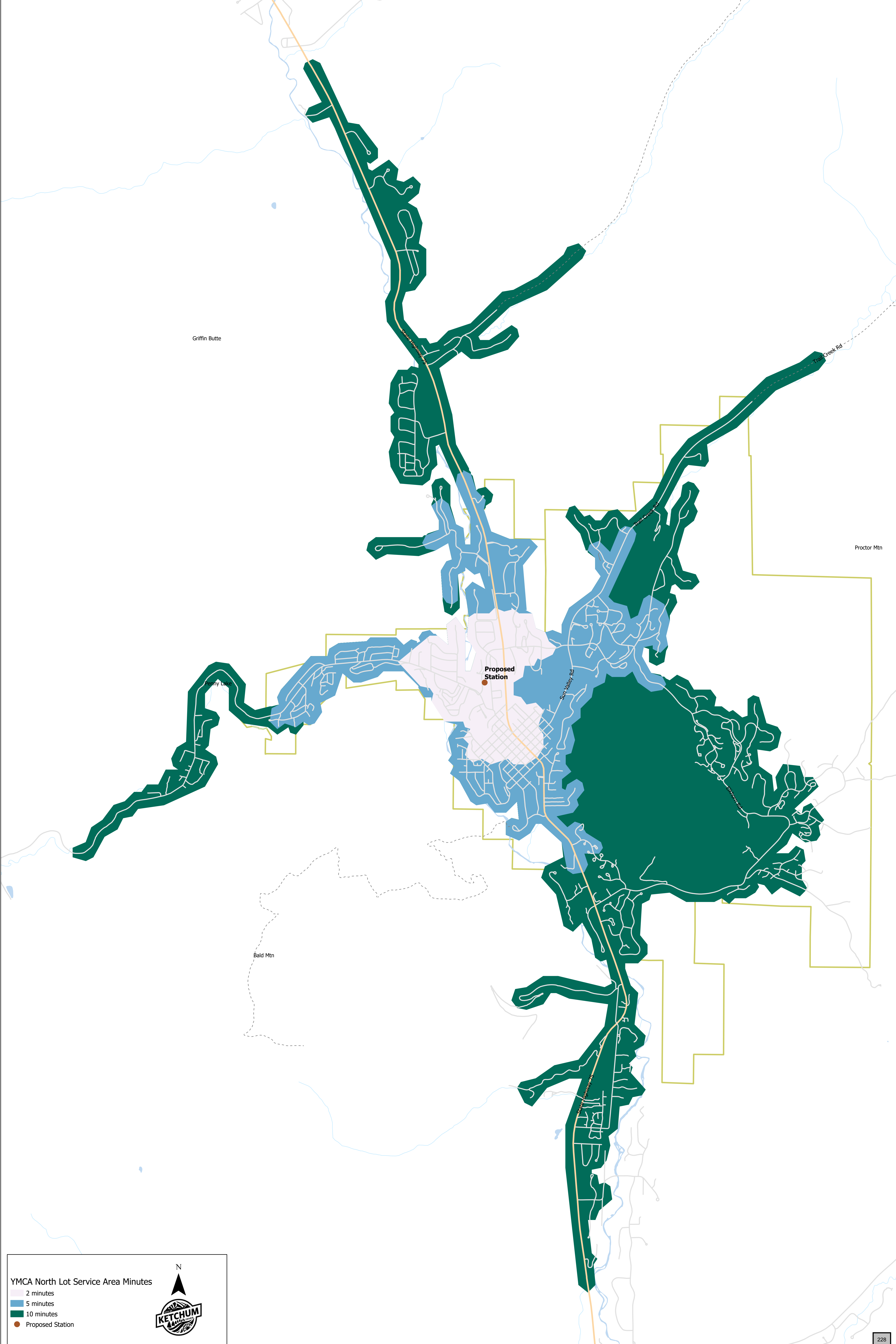
06/11/19



1

SITE PLAN - CONTEXT

Scale: 1" = 100'-0"



Griffin Butte

Proctor Mtn

Penny Lake

Bald Mtn


Proposed Station

Sun Valley Rd

Trail Creek Rd

YMCA North Lot Service Area Minutes

- 2 minutes
- 5 minutes
- 10 minutes
- Proposed Station



A north arrow pointing upwards and the Ketchum logo, which features a mountain and trees inside a circular emblem with the word "KETCHUM" below it.



City of Ketchum

December 16, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Receive and File the Audited FY 19 Financial Statements

Recommendation and Summary

Staff is recommending the council receive and file the audited FY 19 financial statements in accordance with statutory requirements and adopt the following motion:

"I move to receive and file the audited FY 19 financial statements."

The reasons for the recommendation are as follows:

- Section 50-1010 of the State statutes establishes requirements for audited financial statements.

Introduction and History

Idaho State Statute 50-1010 provides that "It shall be the duty of the council in every city to cause to be made a full and complete audit of the financial statements of such city." As such, on September 16, 2019, the City Council approved the letter of engagement with Workman & Company to perform such work.

Analysis

Workman & Company has completed the audit for FY 19 and will be presenting it to the City Council for adoption. In FY 19 the ending Fund Balance of the General Fund is \$3,404,834 (see page 15 of the financial statements).

Financial Impact

Consistent with statutory requirements, funding for this expense was included in the FY 19 budget.

Attachments

- Attachment A: Audited FY 19 financial statements.

CITY OF KETCHUM, IDAHO

Financial Statements

Year Ended September 30, 2019

CITY OF KETCHUM, IDAHO
Financial Statements
For the year ended September 30, 2019

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2190 Village Park Avenue, Suite 300 • Twin Falls, ID 83301 • 208.733.1161 • Fax: 208.733.6100

INDEPENDENT AUDITOR'S REPORT

November 9, 2019

To the City Council
City of Ketchum, Idaho

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Ketchum, Idaho, as of and for the year ended September 30, 2019, and the related notes to the financial statements, which collectively comprise the City of Ketchum, Idaho's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Ketchum, Idaho, as of September 30, 2019, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on pages 3–11 and 35–38 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

My audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The supplementary information on pages 39–46 are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The supplementary information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In my opinion, the supplementary information along with the schedule of expenditure of federal awards is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated November 9, 2019, on our consideration of the City of Ketchum, Idaho's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City of Ketchum, Idaho's internal control over financial reporting and compliance.

Workman & Company

WORKMAN AND COMPANY
Certified Public Accountants
Twin Falls, Idaho



CITY OF KETCHUM, IDAHO

Management's Discussion and Analysis

December 16, 2019

The City of Ketchum, Idaho's general purpose external financial statements are presented in this report. The components of the general purpose external financial statements include:

- Management's Discussion and Analysis (MD&A)
- Basic Financial Statements
- Other Required Supplementary Information (RSI).

FINANCIAL HIGHLIGHTS

- The total of all fund assets of the City of Ketchum exceeded liabilities at the close of the most recent fiscal year by \$ 36,676,891. Of that amount, \$ 9,228,946 (unrestricted net position) may be used to meet future obligations and programs.
- The Local Option Tax (LOT) receipts increased \$ 330,090 from the previous year. This increase is due to the slightly increased economy in the Valley over the previous year. This Special Revenue Fund received an amount of, \$4,973,422 in the current year.
- Governmental Fund Revenues were \$ 16,527,422 and expenditures were \$15,856,444.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to the City of Ketchum's basic financial statements. The City's basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-wide Financial Statements

Government-wide financial statements provide both long-term and short-term information about the City's overall financial condition. Changes in the City's financial position may be measured over time by increases and decreases in the Statement of Net Position. Information on how the City's net position changed during the fiscal year is presented in the Statement of Activities.

Fund Financial Statements

Fund financial statements focus on individual parts of the City, reporting the City's operations in more detail than the government-wide financial statements. Fund financial statements include the statements for governmental and proprietary funds. Financial statements for the City's component unit are also presented.

**City of Ketchum, Idaho
MANAGEMENT DISCUSSION AND ANALYSIS**

Continued...

Table 1: Major Features of the Basic Financial Statements

| | Government-wide | Fund Financial Statements | |
|--|--|--|--|
| | Financial Statements | Governmental Funds | Proprietary Funds |
| Scope | Entire City government and the City's component unit. | Activities of the City that are not proprietary. | Activities of the City that are operated similar to private businesses |
| Required financial statements | * Statement of net position * Statement of activities | * Balance sheet * Statement of revenues, expenditures, and changes in fund balances | * Statement of net position * Statement of revenues, expenses, and changes in net position * Statement of cash flows |
| Accounting basis and measurement focus | Accrual accounting and economic resources focus | Modified accrual accounting and current financial resources focus | Accrual accounting and economic resources focus |
| Type of asset/liability information | All assets and liabilities, both financial and capital, and short-term and long-term | Only assets expected to be used up and liabilities that come due during the year or soon thereafter; no capital assets | All assets and liabilities, both financial and capital, and short-term and long-term |
| Type of inflow/outflow information | All revenues and expenses during the year, regardless of when cash is received or paid | * Revenues for which cash is received during or soon after the end of the year * Expenditures when goods or services have been received and payment is due during the year or soon thereafter | All revenues and expenses during the year, regardless of when cash is received or paid |

Notes to the Financial Statements

Notes to the financial statements provide additional information that is essential to the full understanding of the data provided in the government-wide and fund financial statements.

Refer to Note 1 of the financial statements for more detailed information on the elements of the financial statements. Table 1 above summarizes the major features of the basic financial statements.

CONDENSED FINANCIAL INFORMATION

Condensed Statement of Net Position

The largest component (\$ 26,945,439) of the City's net position (73.4%) reflects its investment in capital assets (e.g. land, infrastructure, buildings, equipment, and others), less any related debt outstanding that was needed to acquire or construct the assets. The City uses these capital assets to provide services to the citizens and businesses in the City; consequently, this net position amount is not eligible for future spending. Restricted net position totals \$502,506. Restricted net position represents resources that are subject to external restrictions, constitutional provisions, debt service requirements, or enabling

City of Ketchum, Idaho
MANAGEMENT DISCUSSION AND ANALYSIS

Continued...

legislation on how they can be used. The remaining portion of net position is unrestricted, which can be used to finance government operations.

Table 2 below presents the City's condensed statement of net position as of September 30, 2019, derived from the government-wide Statement of Net Position.

Table 2: Condensed Statement of Net Position
As of September 30, 2019

| | Governmental Activities | Business- type Activities | Total Primary Government | Component Unit - Urban Renewal Agency |
|---|----------------------------|---------------------------------|--------------------------------|--|
| Current and other assets | \$ 8,955,736 | \$ 2,574,552 | \$ 11,530,288 | \$ 1,494,073 |
| Capital assets | 19,947,048 | 13,053,168 | 33,000,216 | 4,903,405 |
| Total Assets | 28,902,784 | 15,627,720 | 44,530,504 | 6,397,478 |
| Deferred Outflows | 115,880 | 30,837 | 146,717 | |
| Current Liabilities | 294,558 | 377,913 | 672,471 | 315,234 |
| Long-term liabilities | 1,896,944 | 4,978,074 | 6,875,018 | 5,276,993 |
| Total Liabilities | 2,191,502 | 5,355,987 | 7,547,489 | 5,592,227 |
| Deferred Inflows | 357,662 | 95,179 | 452,841 | |
| Net assets: | | | | |
| Invested in capital assets net of related debt | 18,957,979 | 7,987,460 | 26,945,439 | 0 |
| Restricted | 290,506 | 212,000 | 502,506 | 1,811,404 |
| Unrestricted | 7,221,015 | 2,007,931 | 9,228,946 | (1,006,153) |
| Total Net Position | \$ 26,469,500 | \$ 10,207,391 | \$ 36,676,891 | \$ 805,251 |

Condensed Statement of Activities

Table 3 below presents the City's condensed statement of activities for the fiscal year ended September 30, 2019 as derived from the government-wide Statement of Activities. Over time, increases and decreases in net position measure whether the City's financial position is improving or deteriorating. During the fiscal year, the net position of the governmental activities decreased by \$ 416,382 or -1.5% percent, the net position of the business-type activities increased by \$ 1,115,139 or 12.3%, and the net position of the City's Component Unit (Urban Renewal Agency) increased \$ 698,726 or 161%.

**City of Ketchum, Idaho
MANAGEMENT DISCUSSION AND ANALYSIS**

Continued...

**Table 3: Condensed Statement of Activities
As of September 30, 2019**

| | Governmental Activities | Business- type Activities | Total Primary Government | Component Unit Urban Renewal Agency |
|----------------------------------|----------------------------|---------------------------------|--------------------------------|--|
| Revenue: | | | | |
| Program revenues | | | | |
| Charges for services | \$ 4,026,768 | \$ 4,660,376 | \$ 8,687,144 | \$ 44,000 |
| Capital grants /contributions | 288,512 | | 288,512 | |
| Total program revenues | <u>4,315,280</u> | <u>4,660,376</u> | <u>8,975,656</u> | <u>44,000</u> |
| General revenues | | | | |
| Taxes | 9,265,517 | | 9,265,517 | 1,653,477 |
| Franchise, licenses, permits | 971,701 | | 971,701 | |
| State shared revenues | 1,584,669 | | 1,584,669 | |
| Interest | 184,227 | 46,257 | 230,484 | 15,864 |
| Gain (Loss) on sale of assets | (96,630) | | (96,630) | |
| Other revenues (Losses) | 39,539 | 37,080 | 76,619 | 2,898 |
| Total general revenues | <u>11,949,023</u> | <u>83,337</u> | <u>12,032,360</u> | <u>1,672,239</u> |
| Total revenues | <u>16,264,303</u> | <u>4,743,713</u> | <u>21,008,016</u> | <u>1,716,239</u> |
| Program expenses: | | | | |
| General government | 6,016,990 | | 6,016,990 | 921,774 |
| Public safety | 4,731,543 | | 4,731,543 | |
| Streets | 2,157,246 | | 2,157,246 | |
| Parks and recreation | 509,458 | | 509,458 | |
| Transportation | 3,172,440 | | 3,172,440 | |
| Affordable Housing | 75,000 | | 75,000 | |
| Wastewater | | 1,867,171 | 1,867,171 | |
| Water | | 1,561,227 | 1,561,227 | |
| Interest, long-term debt | 18,008 | 200,176 | 218,184 | 297,739 |
| Total program expenses | <u>16,680,685</u> | <u>3,628,574</u> | <u>20,309,259</u> | <u>1,219,513</u> |
| Change in net position | (416,382) | 1,115,139 | 698,757 | 496,726 |
| Beginning net position | 26,885,882 | 9,092,252 | 35,978,134 | 308,525 |
| Ending net position | <u>\$ 26,469,500</u> | <u>\$ 10,207,391</u> | <u>\$ 36,676,891</u> | <u>\$ 805,251</u> |

City of Ketchum, Idaho
MANAGEMENT DISCUSSION AND ANALYSIS

Continued...

Program Expenses and Revenues for Governmental Activities

Table 4 below presents program expenses and revenues for governmental activities. Overall, program revenues were not sufficient to cover program expenses for governmental activities. The net program expenses of these governmental activities were therefore supported by general revenues, mainly taxes.

**Table 4: Program Expenses and Revenues
for Government Activities
For the Fiscal Year Ended September 30, 2019**

| | <u>Program Expenses</u> | <u>Program Revenues</u> | <u>Net Expense (Revenues) (a)</u> |
|----------------------------|-----------------------------|-----------------------------|---------------------------------------|
| General government | \$ 6,016,990 | \$ 4,038,026 | \$ (1,978,964) |
| Public safety | 4,731,543 | 22,139 | (4,709,404) |
| Streets | 2,157,246 | 34,031 | (2,123,215) |
| Parks and Recreation | 509,458 | 36,324 | (473,134) |
| Transportation | 3,172,440 | | (3,172,440) |
| Affordable Housing | 75,000 | 184,760 | 109,760 |
| Interest on long-term debt | 18,008 | | (18,008) |
| Totals | <u>\$ 16,680,685</u> | <u>\$ 4,315,280</u> | <u>\$ (12,365,405)</u> |

(a) Net Program Expenses are mainly supported by taxes.

Program Expenses and Revenues for Business-type Activities

Table 5 below presents program expenses and revenues for business-type activities. Program revenues generated from business-type activities were sufficient to cover program expenses.

**Table 5: Program Expenses and Revenues
for Business-type Activities
For the Fiscal Year Ended September 30, 2019**

| <u>City Programs</u> | <u>Program Expenses</u> | <u>Program Revenues</u> | <u>Net Program Expenses (Revenues)</u> |
|----------------------------|-----------------------------|-----------------------------|--|
| Wastewater | \$ 1,867,171 | \$ 2,560,920 | \$ 693,749 |
| Water | 1,561,227 | 2,099,456 | 538,229 |
| Interest on long-term debt | 200,176 | | (200,176) |
| Totals | <u>\$ 3,628,574</u> | <u>\$ 4,660,376</u> | <u>\$ 1,031,802</u> |

City of Ketchum, Idaho
MANAGEMENT DISCUSSION AND ANALYSIS

Continued...

The City of Ketchum, Idaho adopts an annual budget. A budgetary comparison statement of Governmental Funds is provided below. In total, any negative variances are insignificant.

BUDGET VARIANCES IN THE GENERAL FUND

The changes made to the budget format have moved the City into compliance with the budget standards developed by the Government Finance Officers of America (GFOA). An analysis of budget variances this year shows that more assets were budgeted for expenditure than were expended during the current operating cycle.

**Table 6: Analysis of Significant Budget Variances
for Major Governmental Funds
For the Fiscal Year Ended September 30, 2019**

| | Final Budget | Actual | Variances |
|--------------------------------------|-------------------|---------------------|-------------------|
| Revenues: | | | |
| Taxes (including penalties/interest) | \$ 8,942,739 | \$ 9,265,517 | \$ 322,778 |
| Franchises, licenses, permits | 832,608 | 702,952 | (129,656) |
| State of Idaho | 1,516,456 | 1,584,669 | 68,213 |
| Fees, Charges for Services | 3,135,181 | 3,476,464 | 341,283 |
| Other | 303,386 | 222,721 | (80,665) |
| Totals | <u>14,730,370</u> | <u>15,252,323</u> | <u>521,953</u> |
| Expenditures: | | | |
| General Government | 4,320,813 | 4,250,561 | 70,252 |
| Public Safety | 4,020,720 | 4,073,059 | (52,339) |
| Streets | 2,133,273 | 1,987,424 | 145,849 |
| Capital Outlay | | | 0 |
| Parks and Recreation | 520,827 | 467,643 | 53,184 |
| Transportation | 3,172,440 | 3,172,440 | 0 |
| Affordable Housing | 75,000 | 75,000 | 0 |
| Debt Service | | | |
| Totals | <u>14,243,073</u> | <u>14,026,127</u> | <u>216,946</u> |
| Excess (Deficiency) | <u>\$ 487,297</u> | <u>\$ 1,226,196</u> | <u>\$ 738,899</u> |

**City of Ketchum, Idaho
MANAGEMENT DISCUSSION AND ANALYSIS**

Continued...

**Table 7: Comparison of Statement of Net Position
As of September 30, 2019 and 2018**

| | 2019 | 2018 | Percentage Change |
|---|----------------------|----------------------|----------------------|
| Current Assets | \$ 11,530,288 | \$ 10,904,438 | 5.7394% |
| Capital Assets | 33,000,216 | 32,448,720 | 1.6996% |
| Total Assets | 44,530,504 | 43,353,158 | 2.7157% |
| Deferred Outflow of Resources | 146,717 | 206,161 | -28.8338% |
| Current Liabilities | 672,471 | 618,752 | 8.6818% |
| Long Term Liabilities | 6,875,018 | 6,776,724 | 1.4505% |
| Total Liabilities | 7,547,489 | 7,395,476 | 2.0555% |
| Deferred Inflow of Resources | 452,841 | 185,709 | 143.8444% |
| Net Position: | | | |
| Invested in Capital Assets net of related debt | 26,945,439 | 26,596,623 | 1.3115% |
| Restricted | 502,506 | 475,755 | 5.6229% |
| Unrestricted | 9,228,946 | 8,905,756 | 3.6290% |
| Total Net Position | \$ 36,676,891 | \$ 35,978,134 | 1.9422% |

OVERALL ANALYSIS

Financial highlights for the City as a whole during the fiscal year ended September 30, 2019 show the assets of the City exceeded its liabilities (net position) at the close to the fiscal year by \$36,676,891 (for governmental activities \$26,469,500, for the business-type activities \$10,207,391). Additionally, the City's total net position increased during the year by \$698,757. The net position of the governmental activities decreased by \$ 416,382, while the net position of the business-type activities increased by \$ 1,115,139.

City of Ketchum, Idaho
MANAGEMENT DISCUSSION AND ANALYSIS

Continued...

**Table 8: Changes in Fixed Assets
for All Funds
For the Fiscal Year Ended September 30, 2019**

| | Beginning Balance | Additions | Deletions | Ending Balance |
|----------------------------|----------------------|--------------------|------------------|----------------------|
| Land and Infrastructure | \$ 11,173,508 | 490,028 | | \$ 11,663,536 |
| Buildings and Improvements | 34,124,116 | 1,641,999 | (210,000) | 35,556,115 |
| Vehicles and Equipment | 8,108,298 | 1,227,731 | (209,243) | 9,126,786 |
| Construction in Progress | 524,626 | 240,196 | (524,626) | 240,196 |
| Totals | <u>53,930,548</u> | <u>3,599,954</u> | <u>(943,869)</u> | <u>56,586,633</u> |
| Accumulated Depreciation | <u>(21,481,828)</u> | <u>(2,415,450)</u> | <u>310,861</u> | <u>(23,586,417)</u> |
| Net Book Value | <u>\$ 32,448,720</u> | | | <u>\$ 33,000,216</u> |

CAPITAL ASSET AND LONG-TERM, ACTIVITY

Capital Asset Activity

At September 30, 2019, the City reported \$19,947,048 in capital assets for governmental activities and \$13,053,168 in capital assets for business-type activities.

Long-term Debt Activity

See Note 4 of the financial statements for information on the City's long-term debt.

FUNDS ANALYSIS

Funds that experienced significant changes during the year are as follows:

Governmental funds

As of the close of the fiscal year, the City's governmental funds reported a combined ending fund balance of \$8,838,133. The fund balance increased \$ 670,978 during the fiscal year. The increase is the result of \$16,527,422 of revenues reduced by \$ 15,856,444 of expenditures. The increase in fund balance follows a fund balance decrease of \$541,529 in FY2018, and results in large part from budgeted expenditures for capital improvements in the City's funds. The City's management and Council continue to expend resources under approved budgets and strive to strengthen the City's financial position during uncertain economic times. This ongoing accomplishment is due to the commitment and determination of the City Council and staff to make prudent financial decisions while also seeking to preserve levels of service to the community by continually pursuing and implementing cost savings and efficiencies in operations.

Table 9 below presents an analysis of the fund balances in the Governmental Funds and Enterprise Funds.

**City of Ketchum, Idaho
MANAGEMENT DISCUSSION AND ANALYSIS**

Continued...

**Table 9: Analysis of Fund Balances
for All Funds
For the Fiscal Year Ended September 30, 2019**

| | <u>Investment in Capital Assets</u> | <u>Restricted or Assigned</u> | <u>Unassigned</u> | <u>Total Balance</u> |
|----------------------------------|---|---------------------------------------|-------------------|--------------------------|
| General Fund | \$ | | \$ 3,404,834 | \$ 3,404,834 |
| City Sales Tax Fund | | 653,491 | | 653,491 |
| In-Lieu Housing Fund | | 2,587,592 | | 2,587,592 |
| Capital Improvement Funds | | 1,881,336 | | 1,881,336 |
| GO Bond Debt Fund | | 3,099 | | 3,099 |
| Wagon Days Fund | | 17,275 | | 17,275 |
| Police Trust Fund | | 99,851 | | 99,851 |
| Community Development Trust Fund | | 0 | | 0 |
| Park Trust Fund | | 190,655 | | 190,655 |
| Water | 1,339,697 | 0 | 1,427,677 | 2,767,374 |
| Wastewater | 6,647,763 | 212,000 | 580,254 | 7,440,017 |

REQUESTS FOR INFORMATION

Requests for information regarding City finances should be directed to:

Grant Gager City Finance Director
City of Ketchum, Idaho
P.O. Box 2315
Ketchum, Idaho, 83340
Telephone: (208) 726-3841

ACKNOWLEDGMENTS

A special thanks to the City Finance Director, City Clerk, and staff for working so hard to operate the financial department of the City. Also, appreciation is expressed to the Mayor, City Council and all the Department Directors for their cooperation and assistance throughout the year in matters pertaining to the financial affairs of the City.

Respectfully submitted,

Suzanne Frick
CITY ADMINISTRATOR

CITY OF KETCHUM, IDAHO
Statement of Net Position
at September 30, 2019

| | <u>Governmental Activities</u> | <u>Business-type Activities</u> | <u>Total Primary Government</u> | <u>Component Unit Urban Renewal Agency</u> |
|--|------------------------------------|-------------------------------------|---|--|
| <u>ASSETS</u> | | | | |
| Cash and Deposits | \$ 7,996,765 | \$ 2,250,557 | \$ 10,247,322 | \$ 940,266 |
| Accounts Receivable & Prepaid Expenses | | 51,762 | 51,762 | |
| Taxes Receivable | 270,771 | | 270,771 | 4,090 |
| Due From Other Governments | 395,668 | 60,233 | 455,901 | |
| Restricted Cash | 290,506 | 212,000 | 502,506 | 549,717 |
| Other Assets | 2,026 | | 2,026 | |
| Totals | <u>8,955,736</u> | <u>2,574,552</u> | <u>11,530,288</u> | <u>1,494,073</u> |
| Capital Assets: | | | | |
| Land | 8,809,038 | 15,380 | 8,824,418 | 4,768,746 |
| Construction in Progress | | 240,196 | 240,196 | |
| Infrastructure | 2,839,118 | | 2,839,118 | 146,369 |
| Buildings and Improvements | 9,785,787 | 25,770,328 | 35,556,115 | |
| Equipment and Vehicles | 8,297,570 | 829,216 | 9,126,786 | |
| Accumulated Deprecation | <u>(9,784,465)</u> | <u>(13,801,952)</u> | <u>(23,586,417)</u> | <u>(11,710)</u> |
| Total Capital Assets | <u>19,947,048</u> | <u>13,053,168</u> | <u>33,000,216</u> | <u>4,903,405</u> |
| Total Assets | <u>28,902,784</u> | <u>15,627,720</u> | <u>44,530,504</u> | <u>6,397,478</u> |
| Deferred Outflows of Resources: | | | | |
| Deferred Outflows from Pension Activity | <u>115,880</u> | <u>30,837</u> | <u>146,717</u> | <u>0</u> |
| <u>LIABILITIES</u> | | | | |
| Accounts and Interest Payable | 117,603 | 7,913 | 125,516 | 135,234 |
| Due To Other Funds | | | | |
| Long-term Liabilities: | | | | |
| Portion due or payable within one year: | | | | |
| Lease and Bonds Payable | 176,955 | 370,000 | 546,955 | 180,000 |
| Portion due or payable after one year: | | | | |
| Lease and Bonds Payable | 812,114 | 4,443,000 | 5,255,114 | 5,440,000 |
| Unamortized Bond Discount | | (28,650) | (28,650) | (163,007) |
| Unamortized Bond Premium | | 281,358 | 281,358 | |
| Net Pension Liability | 780,027 | 207,575 | 987,602 | |
| Compensated Absences | <u>304,803</u> | <u>74,791</u> | <u>379,594</u> | |
| Total Liabilities | <u>2,191,502</u> | <u>5,355,987</u> | <u>7,547,489</u> | <u>5,592,227</u> |
| Deferred Inflows of Resources: | | | | |
| Deferred Inflows from Pension Activities | <u>357,662</u> | <u>95,179</u> | <u>452,841</u> | <u>0</u> |
| <u>NET POSITION</u> | | | | |
| Invested in Capital Assets - net of related debt | 18,957,979 | 7,987,460 | 26,945,439 | 0 |
| Restricted For: | | | | |
| Debt Service | | 212,000 | 212,000 | 549,717 |
| Other Purposes | 290,506 | | 290,506 | 1,261,687 |
| Unrestricted | <u>7,221,015</u> | <u>2,007,931</u> | <u>9,228,946</u> | <u>(1,006,153)</u> |
| Total Net Position | <u>\$ 26,469,500</u> | <u>\$ 10,207,391</u> | <u>\$ 36,676,891</u> | <u>\$ 805,251</u> |

The accompanying notes are a part of these financial statements.

CITY OF KETCHUM, IDAHO
Statement of Activities
For the Year Ended September 30, 2019

| Activities: | Expenses | Program Revenues | | Net (Expense) Revenues and Changes in Net Assets | | | Component Unit - Urban Renewal Agency |
|-------------------------------------|----------------------|--|----------------------------------|--|--------------------------|----------------------|---------------------------------------|
| | | Fees, Fines, and Charges for Services | Capital Grants and Contributions | Governmental Activities | Business Type Activities | Total | |
| Governmental: | | | | | | | |
| General Government | \$ 6,016,990 | \$ 3,778,657 | \$ 259,369 | \$ (1,978,964) | | \$ (1,978,964) | \$ 44,000 |
| Public Protection: | | | | | | | |
| Public Safety | 4,731,543 | 22,139 | | (4,709,404) | | (4,709,404) | |
| Streets | 2,157,246 | 34,026 | 5 | (2,123,215) | | (2,123,215) | |
| Parks and Recreation | 509,458 | 7,186 | 29,138 | (473,134) | | (473,134) | |
| Transportation | 3,172,440 | | | (3,172,440) | | (3,172,440) | |
| Affordable Housing | 75,000 | 184,760 | | 109,760 | | 109,760 | |
| Interest - on long-term debt | 18,008 | | | (18,008) | | (18,008) | |
| Total Governmental Activities | <u>16,680,685</u> | <u>4,026,768</u> | <u>288,512</u> | <u>(12,365,405)</u> | | <u>(12,365,405)</u> | |
| Business Type: | | | | | | | |
| Water | 1,561,227 | 2,099,456 | | | \$ 538,229 | 538,229 | |
| Wastewater | 1,867,171 | 2,560,920 | | | 693,749 | 693,749 | |
| Interest - on long-term debt | 200,176 | | | | (200,176) | (200,176) | |
| Total Business-type Activities | <u>3,628,574</u> | <u>4,660,376</u> | <u>0</u> | | <u>1,031,802</u> | <u>1,031,802</u> | |
| Total City of Ketchum, Idaho | <u>\$ 20,309,259</u> | <u>\$ 8,687,144</u> | <u>\$ 288,512</u> | <u>(12,365,405)</u> | <u>1,031,802</u> | <u>(11,333,603)</u> | |
| Component Units: | | | | | | | |
| Urban Renewal Agency | \$ 1,219,513 | | | | | | (1,219,513) |
| Total | | | | | | | <u>(1,175,513)</u> |
| | | General Revenues: | | | | | |
| | | Property taxes | | 4,292,095 | | 4,292,095 | 1,653,477 |
| | | Local Option sales taxes | | 4,973,422 | | 4,973,422 | |
| | | Franchises, licenses, permits | | 971,701 | | 971,701 | |
| | | State of Idaho revenue sharing | | 966,466 | | 966,466 | |
| | | State of Idaho sales tax | | 102,535 | | 102,535 | |
| | | State of Idaho liquor receipts | | 381,349 | | 381,349 | |
| | | State highway user collections | | 134,319 | | 134,319 | |
| | | Penalty and interest on property taxes | | 13,801 | | 13,801 | 2,898 |
| | | County court and parking fines | | 99,080 | | 99,080 | |
| | | Gain (Loss) from Sale of Assets | | (96,630) | | (96,630) | |
| | | Earnings on investments | | 184,227 | 46,257 | 230,484 | 15,864 |
| | | Miscellaneous | | 81,396 | | 81,396 | |
| | | Amortization of Bond Premium | | | 20,619 | 20,619 | |
| | | Amortization of Bond Discount | | | (3,231) | (3,231) | |
| | | Gain (Loss) from Pension Activity | | (154,738) | 19,692 | (135,046) | |
| | | Total general revenues and transfers | | <u>11,949,023</u> | <u>83,337</u> | <u>12,032,360</u> | <u>1,672,239</u> |
| | | Changes in net position | | (416,382) | 1,115,139 | 698,757 | 496,726 |
| | | Net Position - Beginning | | <u>26,885,882</u> | <u>9,092,252</u> | <u>35,978,134</u> | <u>308,525</u> |
| | | Net Position - Ending | | <u>\$ 26,469,500</u> | <u>\$ 10,207,391</u> | <u>\$ 36,676,891</u> | <u>\$ 805,251</u> |

The accompanying notes are a part of these financial statements.

CITY OF KETCHUM, IDAHO
Balance Sheet
Governmental Funds
at September 30, 2019

| | General Fund | City Sales Tax Fund | In-Lieu Housing Fund | Other Governmental Funds | Total Governmental Funds |
|---|-------------------------|------------------------------------|-------------------------------------|---|---|
| ASSETS: | | | | | |
| Cash and Cash Deposits | \$ 3,041,390 | \$ 409,193 | \$ 2,587,592 | \$ 2,249,096 | \$ 8,287,271 |
| Taxes Receivable | 26,473 | 244,298 | | | 270,771 |
| Accounts Receivable | 2,026 | | | | 2,026 |
| Due From Other Governments | 395,668 | | | | 395,668 |
| Total Assets | \$ 3,465,557 | \$ 653,491 | \$ 2,587,592 | \$ 2,249,096 | \$ 8,955,736 |
| LIABILITIES: | | | | | |
| Accounts Payable | \$ 60,723 | | | | \$ 60,723 |
| Funds Held in Trust | | | | 56,880 | 56,880 |
| Due To Other Funds | | | | | 0 |
| Total Liabilities | 60,723 | 0 | 0 | 56,880 | 117,603 |
| FUND BALANCE: | | | | | |
| Non-spendable | | | | | 0 |
| Restricted | | | | 290,506 | 290,506 |
| Committed | | | | | 0 |
| Assigned | | 653,491 | 2,587,592 | 1,901,710 | 5,142,793 |
| Unassigned | 3,404,834 | | | | 3,404,834 |
| Total Fund Balance | 3,404,834 | 653,491 | 2,587,592 | 2,192,216 | \$ 8,838,133 |
| Total Liabilities and Fund Balance | \$ 3,465,557 | \$ 653,491 | \$ 2,587,592 | \$ 2,249,096 | |

Amounts reported for governmental activities in the Statement of Net Position (page 12) are different because:

| | |
|---|----------------------|
| Governmental fund capital assets are not financial resources and therefore are not reported in the funds. The cost of assets is \$ 29,731,513 and the accumulated depreciation is \$ 9,784,465 | 19,947,048 |
| Long-term liabilities, including bonds, net pension liability, and compensated absences are not payable in the current period and therefore are not reported in the governmental funds | (2,315,681) |
| Net Assets of Governmental Activities | \$ 26,469,500 |

The accompanying notes are a part of these financial statements.

CITY OF KETCHUM, IDAHO
Statement of Revenues, Expenditures, and Changes in Fund Balances
Governmental Funds
for the year ended September 30, 2019

| | General Fund | City Sales Tax Fund | In-Lieu Housing Fund | Other Governmental Funds | Total Governmental Funds |
|--|---------------------|---------------------------|----------------------------|--------------------------------|--------------------------------|
| REVENUE: | | | | | |
| Property taxes | \$ 4,292,095 | \$ | \$ | \$ | \$ 4,292,095 |
| Local Option sales taxes | | 4,973,422 | | | 4,973,422 |
| Franchises, licenses, permits | 702,952 | | | 268,749 | 971,701 |
| State of Idaho shared revenue | 966,466 | | | | 966,466 |
| State of Idaho sales tax | 102,535 | | | | 102,535 |
| State of Idaho liquor receipts | 381,349 | | | | 381,349 |
| State highway user collections | 134,319 | | | | 134,319 |
| Penalty/Interest on property taxes | 13,801 | | | | 13,801 |
| County court and parking fines | 99,080 | | | | 99,080 |
| Proceeds from sale of assets | 11,752 | | | 0 | 11,752 |
| Fees and charges for services | 3,291,704 | | 184,760 | 550,304 | 4,026,768 |
| Grants and contributions | 0 | | | 288,512 | 288,512 |
| Earnings on investments | 81,545 | 767 | 59,313 | 42,601 | 184,226 |
| Miscellaneous and Reimbursements | 81,096 | | 0 | 300 | 81,396 |
| Total Revenue | <u>10,158,694</u> | <u>4,974,189</u> | <u>244,073</u> | <u>1,150,466</u> | <u>16,527,422</u> |
| EXPENDITURES: | | | | | |
| General Government | 4,167,474 | 83,087 | | 209,981 | 4,460,542 |
| Public Safety | 3,925,212 | 147,847 | | | 4,073,059 |
| Streets | 1,987,424 | | | | 1,987,424 |
| Capital outlay | | | | 1,445,230 | 1,445,230 |
| Parks and Recreation | 467,643 | | | 26,098 | 493,741 |
| Transportation | | 3,172,440 | | | 3,172,440 |
| Affordable Housing | | | 75,000 | | 75,000 |
| Debt Service | | | | 149,008 | 149,008 |
| Total Expenditures | <u>10,547,753</u> | <u>3,403,374</u> | <u>75,000</u> | <u>1,830,317</u> | <u>15,856,444</u> |
| EXCESS REVENUE (EXPENDITURES) | (389,059) | 1,570,815 | 169,073 | (679,851) | 670,978 |
| OTHER FINANCING SOURCES (USES): | | | | | |
| Operating transfers from other funds | 1,164,256 | | | 606,917 | 1,771,173 |
| Operating transfers (to) other funds | (414,007) | (1,296,506) | | (60,660) | (1,771,173) |
| NET CHANGE IN FUND BALANCES | 361,190 | 274,309 | 169,073 | (133,594) | 670,978 |
| FUND BALANCE - BEGINNING | <u>3,043,644</u> | <u>379,182</u> | <u>2,418,519</u> | <u>2,325,810</u> | <u>8,167,155</u> |
| FUND BALANCE - ENDING | <u>\$ 3,404,834</u> | <u>\$ 653,491</u> | <u>\$ 2,587,592</u> | <u>\$ 2,192,216</u> | <u>\$ 8,838,133</u> |

The accompanying notes are a part of these financial statements.

CITY OF KETCHUM, IDAHO
Reconciliation of the Statement of Revenues,
Expenditures, and Changes in Fund Balances of Governmental Funds
To the Statement of Activities
for the year ended September 30, 2019

| | |
|---|------------------|
| Net Change in Fund Balance - Total Governmental Funds (Page 15) | \$ 670,978 |
| <p>Governmental funds report capital outlays as current year expenditures. In the Statement of Activities the cost of these assets is allocated over their estimated useful lives as depreciation expense. This is the amount of current capital outlay for new fixed assets.</p> | |
| This is the amount of current year depreciation. | (1,835,635) |
| This is the amount of new Governmental Fund assets. | 1,704,009 |
| This is the amount of disposed of Governmental Fund assets. | (108,382) |
| <p>Long term liabilities are not recorded in the Governmental funds.</p> | |
| This is the amount of payments on General Obligation Bonds Payable | 131,000 |
| This is the amount of changes in net pension liabilities | (445,321) |
| <p>Liability for personal leave days are not recorded in Governmental funds.</p> | |
| This is the increase in compensated leave during the year. | <u>(114,545)</u> |
| Change in Net Assets of Governmental Activities (Page 13) | <u>\$ 2,104</u> |

The accompanying notes are a part of these financial statements.

CITY OF KETCHUM, IDAHO
Statement of Net Position
Proprietary Funds
at September 30, 2019

| | <u>Water</u> | <u>Wastewater</u> | <u>Totals</u> |
|---|---------------------|---------------------|----------------------|
| Assets: | | | |
| Current Assets: | | | |
| Cash and Deposits | \$ 1,560,426 | \$ 690,131 | \$ 2,250,557 |
| Accts receivable - customers | 30,789 | 20,973 | 51,762 |
| Accts receivable - other govts. | | 60,233 | 60,233 |
| | <u>1,591,215</u> | <u>771,337</u> | <u>2,362,552</u> |
| Restricted Current Assets: | | | |
| Cash and Deposits | | 212,000 | 212,000 |
| Total Current Assets | <u>1,591,215</u> | <u>983,337</u> | <u>2,574,552</u> |
| Capital Assets: | | | |
| Plant and equipment | 12,389,242 | 14,465,878 | 26,855,120 |
| Accumulated depreciation | (7,422,647) | (6,379,305) | (13,801,952) |
| Net Plant and equipment | <u>4,966,595</u> | <u>8,086,573</u> | <u>13,053,168</u> |
| Total Assets | <u>6,557,810</u> | <u>9,069,910</u> | <u>15,627,720</u> |
| Deferred Outflow of Resources: | | | |
| Deferred Outflows from Pension Activity | <u>13,436</u> | <u>17,401</u> | <u>30,837</u> |
| Liabilities: | | | |
| Current Liabilities: | | | |
| Accounts and Interest Payable | 5,173 | 2,740 | 7,913 |
| Current portion long-term debt | 175,000 | 195,000 | 370,000 |
| Total current liabilities | <u>180,173</u> | <u>197,740</u> | <u>377,913</u> |
| Noncurrent Liabilities: | | | |
| Bonds Payable | 3,323,000 | 1,120,000 | 4,443,000 |
| Unamortized Bond Discount | (28,650) | | (28,650) |
| Unamortized Bond Premium | 157,548 | 123,810 | 281,358 |
| Net Pension Liability | 90,444 | 117,131 | 207,575 |
| Compensated Absences Payable | 39,886 | 34,905 | 74,791 |
| Total noncurrent liabilities | <u>3,582,228</u> | <u>1,395,846</u> | <u>4,978,074</u> |
| Total Liabilities | <u>3,762,401</u> | <u>1,593,586</u> | <u>5,355,987</u> |
| Deferred Inflow of Resources: | | | |
| Deferred Inflows from Pension Activity | <u>41,471</u> | <u>53,708</u> | <u>95,179</u> |
| Net Position: | | | |
| Investment in capital assets net of related debt | 1,339,697 | 6,647,763 | 7,987,460 |
| Restricted | 0 | 212,000 | 212,000 |
| Unrestricted | <u>1,427,677</u> | <u>580,254</u> | <u>2,007,931</u> |
| Total Net Position | <u>\$ 2,767,374</u> | <u>\$ 7,440,017</u> | <u>\$ 10,207,391</u> |

The accompanying notes are a part of these financial statements.

CITY OF KETCHUM, IDAHO
Statement of Revenues, Expenditures, and Changes in Net Position
Proprietary Funds
for the year ended September 30, 2019

| | <u>Water</u> | <u>Wastewater</u> | <u>Totals</u> |
|--|---------------------|---------------------|----------------------|
| Operating Revenues: | | | |
| Charges for services | \$ 2,015,415 | \$ 2,531,014 | \$ 4,546,429 |
| Hookups, connections, impact fees | 65,987 | 24,485 | 90,472 |
| Reimbursements and Misc. | 18,054 | 5,421 | 23,475 |
| | <u>2,099,456</u> | <u>2,560,920</u> | <u>4,660,376</u> |
| Total Operating Revenue | | | |
| Operating Expenses: | | | |
| Salaries and benefits | 418,626 | 637,325 | 1,055,951 |
| Administrative and supplies | 887,084 | 905,548 | 1,792,632 |
| Depreciation | 255,517 | 324,298 | 579,815 |
| | <u>1,561,227</u> | <u>1,867,171</u> | <u>3,428,398</u> |
| Total Operating Expenses | | | |
| Operating Income | <u>538,229</u> | <u>693,749</u> | <u>1,231,978</u> |
| Nonoperating Revenues (Expenses): | | | |
| Interest Income | 22,606 | 23,651 | 46,257 |
| Interest Expense | (129,146) | (71,030) | (200,176) |
| Gain (Loss) on pension activity | (22,502) | 42,194 | 19,692 |
| Amortization of bond discount | (3,231) | | (3,231) |
| Amortization of bond premium | 2,119 | 18,500 | 20,619 |
| | <u>(130,154)</u> | <u>13,315</u> | <u>(116,839)</u> |
| Total Nonoperating | | | |
| Income before transfers | <u>408,075</u> | <u>707,064</u> | <u>1,115,139</u> |
| Transfers in | 400,000 | | |
| Transfers out | | (400,000) | |
| | <u>808,075</u> | <u>307,064</u> | <u>1,115,139</u> |
| Net Income | | | |
| Total Net Position - Beginning | <u>1,959,299</u> | <u>7,132,953</u> | <u>9,092,252</u> |
| Total Net Position - Ending | <u>\$ 2,767,374</u> | <u>\$ 7,440,017</u> | <u>\$ 10,207,391</u> |

The accompanying notes are a part of these financial statements.

CITY OF KETCHUM, IDAHO
Statement of Cash Flows
Proprietary Funds
for the year ended September 30, 2019

| | <u>Water Fund</u> | <u>Wastewater Fund</u> | <u>Total</u> |
|---|-----------------------------|----------------------------|---------------------|
| Cash Flows From Operating Activities: | | | |
| Receipts from customers | \$ 2,091,743 | \$ 2,551,912 | \$ 4,643,655 |
| Payments to suppliers | (887,084) | (905,548) | (1,792,632) |
| Payments to employees | (418,626) | (637,325) | (1,055,951) |
| Other receipts | 18,054 | 5,421 | 23,475 |
| Net cash provided (used) by operations | <u>804,087</u> | <u>1,014,460</u> | <u>1,818,547</u> |
| Cash Flows From Capital and Related Financing Activities: | | | |
| Purchase and construction of capital assets | (270,728) | (1,100,593) | (1,371,321) |
| Payments from (to) other funds | 400,000 | (400,000) | 0 |
| Principal paid on capital debt | (173,000) | (185,000) | (358,000) |
| Interest paid on capital debt | (129,146) | (71,299) | (200,445) |
| Net cash provided (used) by capital and related financing activities | <u>(172,874)</u> | <u>(1,756,892)</u> | <u>(1,929,766)</u> |
| Cash Flows From Investing Activities: | | | |
| Interest Income | <u>22,606</u> | <u>23,651</u> | <u>46,257</u> |
| Net Increase (Decrease) in Cash and Deposits | 653,819 | (718,781) | (64,962) |
| Balances - Beginning of the year | <u>906,607</u> | <u>1,620,912</u> | <u>2,527,519</u> |
| Balances - Ending of the year | <u>\$ 1,560,426</u> | <u>\$ 902,131</u> | <u>\$ 2,462,557</u> |
| Displayed as: | | | |
| Pooled Cash and Investments | 1,560,426 | 690,131 | 2,250,557 |
| Restricted Assets | <u> </u> | <u>212,000</u> | <u>212,000</u> |
| Balances - Ending of the year | <u>\$ 1,560,426</u> | <u>\$ 902,131</u> | <u>\$ 2,462,557</u> |
| Reconciliation of Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities: | | | |
| Operating Income (Loss) | 538,229 | 693,749 | 1,231,978 |
| Adjustments to reconcile operating income to net cash provided (used) by operating activities: | | | |
| Depreciation expense | 255,517 | 324,298 | 579,815 |
| Changes in assets and liabilities: | | | |
| Receivables, net | 2,812 | (76) | 2,736 |
| Accounts and other payables | 7,529 | (3,511) | 4,018 |
| Net Cash Provided (Used) by Operating Activities | <u>\$ 804,087</u> | <u>\$ 1,014,460</u> | <u>\$ 1,818,547</u> |

The accompanying notes are a part of these financial statements.

CITY OF KETCHUM, IDAHO
Notes to the Financial Statements
September 30, 2019

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The City of Ketchum, Idaho became an incorporated city under the laws of the State of Idaho on October 16, 1961. The accounting policies of the City of Ketchum, Idaho conform to generally accepted accounting principles as applicable to governmental units. The financial statements of the City of Ketchum, Idaho have been prepared in conformity with the generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The City also applies Financial Accounting Standards Board (FASB) statements and interpretations issued on or before November 30, 1989, to its governmental and business-type activities (enterprise funds) provided they do not conflict with or contradict GASB pronouncements. The following is a summary of the more significant policies:

(A) Basis of Presentation – Basis of Accounting

Basis of Presentation:

For this reporting period, the City has conformed its financial statement model to *Governmental Auditing Standards Board (GASB) Statement No. 34*. This model presents the financial statements as follows:

Government-wide Statements: The statement of net assets and the statement of activities display information about the primary government (the City). These statements distinguish between the *governmental* and *business-type activities* of the City. Governmental activities generally are financed through taxes, intergovernmental revenues, and other nonexchange transactions. Business-type activities are financed in whole or in part by fees charged to external parties.

The statement of activities presents a comparison between direct expenses and program revenues for the different business-type activities of the City and for each function of the City's governmental activities. Direct expenses are those that are specifically associated with a program or function and, therefore, are clearly identifiable to a particular function. Indirect expense allocations that have been made in the funds have been reversed for the statement of activities. Program revenues include (a) fees, fines, and charges paid by the recipients of goods or services offered by the programs and (b) grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Revenues that are not classified as program revenues, including all taxes, are presented as general revenues.

Fund Financial Statements: The fund financial statements provide information about the City's funds. Separate statements for each fund category—*governmental* and *proprietary*—are presented. The emphasis of fund financial statements is on major governmental and enterprise funds, each displayed in a separate column.

Proprietary fund operating revenues, such as charges for services, result from exchange transactions associated with the principal activity of the fund. Exchange transactions are those in which each party receives and gives up essentially equal values. Nonoperating revenues, such as subsidies and investment earnings, result from nonexchange transactions or ancillary activities.

CITY OF KETCHUM, IDAHO
Notes to the Financial Statements
September 30, 2019

-Continued

The City reports the following governmental funds:

General Fund. This is the City's operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

The City reports the following enterprise funds:

Water and Wastewater Fund. This fund accounts for the operation, maintenance, and development of the City's water and waste-water facilities.

Discretely Presented Component Unit

The Component unit column in the financial statements includes the financial data of the City's only discretely presented component unit, the Ketchum Urban Renewal Agency. It is reported in a separate column to emphasize that it is separate from the City's operations. Complete financial statements of the Ketchum Urban Renewal Agency can be requested.

Measurement Focus, Basis of Accounting

Government-wide and Proprietary Fund Financial Statements. The government-wide and proprietary fund financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded at the time liabilities are incurred, regardless of when the related cash flows take place. Nonexchange transactions, in which the City gives (or receives) value without directly receiving (or giving) equal value in exchange, include property taxes, grants, entitlements, and donations. On an accrual basis, revenue from property taxes is recognized in the fiscal year for which the taxes are levied. Revenue from grants, entitlements, and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied.

Governmental Fund Financial Statements. Governmental funds are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized when measurable and available. The City considers all revenues reported in the governmental funds to be available if the revenues are collected within sixty days after year-end. Property taxes, sales taxes, franchise taxes, licenses, and interest are considered to be susceptible to accrual. Expenditures are recorded when the related fund liability is incurred, except for principal and interest on general long-term debt, claims and judgments, and compensated absences, which are recognized as expenditures to the extent they have matured. General capital asset acquisitions are reported as expenditures in governmental funds. Proceeds of general long-term debt and acquisitions under capital leases are reported as other financing sources.

Budgets and Budgetary Accounting. The City adheres to City budget requirements in Title 50, Chapter 10 of the Idaho Code. The provisions of this chapter include the following procedures to establish budgetary data which is reflected in these financial statements:

- A. Prior to certifying the tax levy to the County Commissioners, and prior to passing the annual appropriation ordinance, a public meeting shall be held to adopt a budget by a favorable vote of a majority of the members of the council.
- B. Budgets for all funds are adopted on a basis consistent with generally accepted accounting principles. Uncommitted appropriations lapse at year end.
- C. There are no provisions in Title 50, Chapter 10 for budget augmentations.

CITY OF KETCHUM, IDAHO
Notes to the Financial Statements
September 30, 2019

-continued

Entity Classifications.

- A. City-Wide Financial Statements – The City reports net position in three categories – invested in capital assets, restricted and unrestricted.
- B. Fund Financial Statements – The City has adopted GASB Statement No. 54 “Fund Balance Reporting and Governmental Fund Type Definitions” (GASB 54) which defines how fund balances of the governmental funds are presented in the financial statements. There are five classifications of fund balances as presented below:

Non-spendable – These funds are not available for expenditures based on legal or contractual requirements. In this category, one would see inventory, long-term receivables, unless proceeds are restricted, committed, or assigned and legally or contractually required to be maintained intact (corpus or a permanent fund).

Restricted – These funds are governed by externally enforceable restrictions. In this category, one would see restricted purpose grant funds, debt service or capital projects.

Committed – Fund balances in this category are limited by the governments’ highest level of decision making. Any changes of designation must be done in the same manner that it was implemented and should occur prior to end of the fiscal year, though the exact amount may be determined subsequently.

Assigned – These funds are intended to be used for specific purposes, intent is expressed by governing body or an official delegated by the governing body.

Unassigned – This classification is the default for all funds that do not fit into the other categories. This, however, should not be a negative number for the general fund. If it is, the assigned fund balance must be adjusted.

Order of Use of Fund Balance – The City’s policy is to apply expenditures against non-spendable fund balance, restricted fund balance, committed fund balance, assigned fund balance and unassigned fund balance at the end of the fiscal year. For all funds, non-spendable fund balances are determined first and then restricted fund balances for specific purposes are determined.

Allocation of Indirect Expenses. The City allocates indirect expense, primarily comprised of central governmental services, to operating functions and programs benefiting from those services. Central services include overall City management, centralized budgetary formulation and oversight, accounting, financial reporting, payroll, procurement contracting and oversight, investing and cash management, personnel services, and other central administrative services. Allocations are charged to programs based on use of central services determined by various allocation methodologies. As a matter of policy, certain functions that use significant central services are not charged for the use of these services. These functions or programs include police, fire, and certain divisions with public services and parks.

CITY OF KETCHUM, IDAHO
Notes to the Financial Statements
September 30, 2019

-Continued

(B) Assets, Liabilities, and Equity

Deposits and Investments

The cash balances of substantially all funds are pooled and invested by the State of Idaho Treasurer's Office for the purpose of increasing earnings through investment activities. The pool's investments are reported at fair value at September 30 of each year based on market prices. The individual funds' portions of the pool's fair value are presented as "Cash and Deposits". Earnings on the pooled funds are apportioned and paid or credited to the funds monthly based on the average daily balance of each participating fund.

Cash and Deposits

The City considers cash and deposits in proprietary funds to be cash on hand. In addition, because the State Treasury Pool is sufficiently liquid to permit withdrawal of cash at any time without prior notice or penalty, equity in the pool is also deemed to be a deposit.

Receivables and Payable

All trade and property tax receivables are shown net of an allowance for uncollectibles.

Property Tax Calendar

Property taxes are levied each November based on the assessed value of property as listed on the previous September tax rolls. Assessed values are an approximation of market value. The Blaine County Assessor establishes assessed values. Property tax payments are due in one-half installments in December and June. Property taxes become a lien on the property when it is levied.

Deferred Outflows/Inflows of Resources

In 2007, the Governmental Accounting Standards Board (GASB) released Concepts Statement No. 4 *Elements of Financial Statements* which provides a framework for determining the nature of financial accounting or reporting issues. Since the release of the framework, GASB has been looking at the assets and liabilities on the balance sheet to determine if they should continue to be reflected as such. GASB has concluded that, in order to improve financial reporting, there are assets and liabilities that no longer should be reflected as assets and liabilities. These changes are included in the recently issued GASB Statement No. 65, *Items Previously Reported as Asset and Liabilities*.

These changes include two new items that are reflected on the Statement of Net Position.

- Deferred outflow of resources – the current *consumption* of net assets that is applicable to a *future* reporting period.
- Deferred inflows of resources – the current *acquisition* of net assets that is applicable to a *future* reporting period.

The City's financial statements may report a separate section for deferred inflows of resources which reflects an increase in resources that applies to a future period.

CITY OF KETCHUM, IDAHO
Notes to the Financial Statements
September 30, 2019

-Continued

Capital Assets

Purchased or constructed capital assets used in operations with an initial useful life that extends beyond one year are capitalized. Infrastructure assets such as roads and bridges are also capitalized. They are reported net of accumulated depreciation on the Statement of Net Assets. The City capitalizes assets in excess of \$5,000.

Under the requirements of *GASB Statement No. 34*, the City is considered a Phase 3 government, as its total annual revenues are less than \$10 million. Such governments are not required to report major general infrastructure assets retroactively. Accordingly, the City has determined not to retroactively report this type of capital asset.

Capital assets are recorded at their historical cost and are depreciated using the straight-line method of depreciation over the following estimated useful lives:

| <u>Asset Class</u> | <u>Estimated Useful Lives</u> |
|----------------------------|-----------------------------------|
| Infrastructure | 30 |
| Buildings | 50 |
| Building Improvements | 20 |
| Vehicles | 5-15 |
| Office and Other Equipment | 3-15 |
| Computer Equipment | 3-15 |

Compensated Absences

The liability for compensated absences reported in the government-wide and proprietary fund statements consists of unpaid, accumulated annual vacation and sick leave balances. The liability has been calculated using the vesting method, in which leave amounts for both employees who currently are eligible to receive termination payments and other employees who are expected to become eligible in the future to receive such payments upon termination are included.

Pensions

For purposes of measuring the net pension liability and pension expense, information about the fiduciary net position of the Public Employee Retirement System of Idaho Base Plan (Base Plan) and additions to/deductions from Base Plan's fiduciary net position have been determined on the same basis as they are reported by the Base Plan. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

NOTE 2 – CASH AND DEPOSITS

Deposits: Custodial credit risk, in the case of deposits, is the risk that in the event of a bank failure, the government's deposits may not be returned to it. The City has no deposit policy for custodial credit risk. At year end, \$ 339,035 of the City's bank balances were exposed to custodial credit risk because of the \$ 250,000 limit insured by the FDIC.

CITY OF KETCHUM, IDAHO
Notes to the Financial Statements
September 30, 2019

-Continued

Investments: Custodial credit risk, in the case of investments, is the risk that in the event of the failure of the counterparty, the government will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. At year end, the City held the following investments:

Investment Type

Idaho State Local Government Investment Pool \$ 9,970,079. (Combined with cash deposits)

These investments are unrated external investment pools sponsored by the Idaho State Treasurer's Office. They are classified as "Investments in an External Investment Pool" and are exempt from custodial credit risk and concentration of credit risk reporting. Interest rate risk is summarized as follows: Asset-backed securities are reported using weighted average life to more accurately reflect the projected term of the security, considering interest rates and repayment factors.

The elected Idaho State Treasurer, following Idaho Code, Section 67-2328, is authorized to sponsor an investment pool in which the City voluntarily participates. The Pool is not registered with the Securities and Exchange Commission or any other regulatory body - oversight is with the State Treasurer, and Idaho Code defines allowable investments. All investments are entirely insured or collateralized with securities held by the Pool or by its agent in the Pool's name. And the fair value of the City's position in the external investment pool is the same as the value of the pool shares.

Credit Risk: The City's policy is to comply with Idaho State statutes which authorize the City to invest in obligations of the United States, obligations of the State or any taxing district in the State, obligations issued by the Farm Credit System, obligations of public corporations of the State of Idaho, repurchase agreements, tax anticipation notes of the State or taxing district in the State, time deposits, savings deposits, revenue bonds of institutions of higher education, and the State Treasurer's Pool.

Interest rate risk and concentration of credit risk: The City has no policy regarding these two investment risk categories.

The City maintains a cash and investment pool that is available for use by all funds. Each fund type's portion of this pool is presented on the combined balance sheet as "Cash and Deposits".

Cash and Deposits are comprised of the following at the financial statement date:

| | | |
|---------------------------------------|----|----------------------|
| Cash on Hand | \$ | 320 |
| Deposits with financial institutions: | | |
| Demand deposits | | 779,429 |
| State of Idaho Investment Pool | | <u>9,970,079</u> |
| Total | | <u>\$ 10,749,828</u> |

CITY OF KETCHUM, IDAHO
Notes to the Financial Statements
September 30, 2019

– Continued

NOTE 3 – CAPITAL ASSETS

Capital asset activity for the current year ended was as follows:

| | <u>Beginning Balances</u> | <u>Increases</u> | <u>Decreases</u> | <u>Ending Balances</u> |
|--|-------------------------------|-------------------------|-----------------------|----------------------------|
| Governmental Activities: | | | | |
| <i>Capital Assets not being depreciated:</i> | | | | |
| Land | \$ 8,809,038 | \$ | \$ | \$ 8,809,038 |
| Construction in Progress | 0 | | | 0 |
| Total | <u>8,809,038</u> | <u>0</u> | <u>0</u> | <u>8,809,038</u> |
| <i>Capital Assets being depreciated:</i> | | | | |
| Buildings & Improvements | 9,995,787 | | 210,000 | 9,785,787 |
| Infrastructure | 2,349,090 | 490,028 | | 2,839,118 |
| Vehicles and Equipment | 7,292,832 | 1,213,981 | 209,243 | 8,297,570 |
| Total | <u>19,637,709</u> | <u>1,704,009</u> | <u>419,243</u> | <u>20,922,475</u> |
| Less: Accumulated Depreciation: | 8,259,691 | 1,835,635 | 310,861 | 9,784,465 |
| Total Net Depreciated Assets | <u>11,378,018</u> | <u>(131,626)</u> | <u>108,382</u> | <u>11,138,010</u> |
| Governmental capital assets, net | \$ <u>20,187,056</u> | \$ <u>(131,626)</u> | \$ <u>108,382</u> | \$ <u>19,947,048</u> |
| Business-type activities: | | | | |
| <i>Capital Assets not being depreciated:</i> | | | | |
| Land | \$ 15,380 | \$ | \$ | \$ 15,380 |
| Construction in Progress | 524,626 | 240,196 | 524,626 | 240,196 |
| Total | <u>540,006</u> | <u>240,196</u> | <u>524,626</u> | <u>255,576</u> |
| <i>Capital Assets being depreciated:</i> | | | | |
| Buildings & Improvements | 24,128,329 | 1,641,999 | | 25,770,328 |
| Vehicles and Equipment | 815,466 | 13,750 | | 829,216 |
| Total | <u>24,943,795</u> | <u>1,655,749</u> | <u>0</u> | <u>26,599,544</u> |
| Less: Accumulated Depreciation | 13,222,137 | 579,815 | | 13,801,952 |
| Total Net Depreciated Assets | <u>11,721,658</u> | <u>1,075,934</u> | <u>0</u> | <u>12,797,592</u> |
| Business-type capital assets, net | \$ <u>12,261,664</u> | \$ <u>1,316,130</u> | \$ <u>524,626</u> | \$ <u>13,053,168</u> |

CITY OF KETCHUM, IDAHO
Notes to the Financial Statements
September 30, 2019

– Continued

NOTE 4 - BONDS PAYABLE

In December of 2004, the City sold \$ 1,990,000 of Sewer Revenue Bonds, Series 2004. The proceeds of this issue were used to make improvements to the City's wastewater system. The bonds were retired with funds from the 2014 Wastewater Refunding Bonds 2014.

In May of 2006, the City sold \$ 1,730,000 of Sewer Revenue Bonds, Series 2006A. The proceeds of this issue were used to make improvements to the City's wastewater system. The bonds were retired by the 2014 bond issue.

In November of 2014 the City sold \$ 1,950,000 of Sewer Revenue Refunding Bonds, Series 2014. The proceeds from this bond issue retired the City's 2004 and 2006 bond series. This bond issue is to be retired by user fees generated by the City's enterprise fund.

In 2006 outstanding bonds from the City's series 1998 issue were defeased by placing proceeds of a new bond issue, Water Revenue Refunding Bonds Series 2006B for \$ 3,030,000, in an irrevocable trust to provide for all future debt payments on the old bonds. These bonds were retired by the City's Water Revenue Refunding Bonds Series 2016.

In September of 2016 the City sold \$ 1,697,000 of Water Revenue Refunding Bonds, Series 2016. The proceeds from this bond issue retired the City's 2006B bond series. This bond issue is to be retired by user fees generated by the City's enterprise fund.

In May of 2006, the City sold \$ 2,780,000 of Water Revenue Bonds, Series 2006A. The proceeds of this issue were used to make improvements to the City's water system. These bonds were retired by the City's Water Revenue Refunding Bonds Series 2015.

In September of 2015 the City sold \$ 2,310,000 of Water Revenue Refunding Bonds, Series 2015. The proceeds from this bond issue retired the City's 2006A bond series. This bond issue is to be retired by user fees generated by the City's enterprise fund.

In June of 2007, the City sold \$1,550,000 of General Obligation Bonds, Series June 5, 2007. The proceeds of this issue were used for capital equipment acquisitions.

The following is a list of the interest and principal payments through the end of the bond issues:

| <u>Wastewater Refunding Bond Series 2014</u> | | |
|--|-------------------|---------------------|
| <u>FY</u> | <u>Interest</u> | <u>Principal</u> |
| 2020 | \$ 65,750 | \$ 195,000 |
| 2021 | 56,000 | 205,000 |
| 2022 | 45,750 | 215,000 |
| 2023 | 35,000 | 220,000 |
| 2024 | 24,000 | 230,000 |
| 2025 | 12,500 | 250,000 |
| Totals | \$ <u>239,000</u> | \$ <u>1,315,000</u> |

CITY OF KETCHUM, IDAHO
Notes to the Financial Statements
September 30, 2019

Bonds Payable – Continued

| FY | <u>Water Refunding Bonds 2015</u> | | <u>Water Revenue Bonds 2016</u> | |
|-----------|-----------------------------------|---------------------|---------------------------------|---------------------|
| | <u>Interest</u> | <u>Principal</u> | <u>Interest</u> | <u>Principal</u> |
| 2020 | \$ 109,475 | 30,000 | \$ 22,064 | \$ 145,000 |
| 2022 | 108,575 | 30,000 | 19,540 | 151,000 |
| 2023 | 107,675 | 30,000 | 16,912 | 152,000 |
| 2024 | 106,475 | 30,000 | 14,269 | 157,000 |
| 2025 | 105,500 | 30,000 | 11,537 | 162,000 |
| 2026-2034 | 707,000 | 2,080,000 | 17,626 | 501,000 |
| Totals | \$ <u>1,244,700</u> | \$ <u>2,230,000</u> | \$ <u>101,948</u> | \$ <u>1,268,000</u> |

General Obligation Bonds Series June 5, 2007

| FY | <u>Interest</u> | <u>Principal</u> |
|--------|------------------|-------------------|
| 2020 | \$ 12,336 | \$ 137,000 |
| 2021 | 6,335 | 143,000 |
| Totals | \$ <u>18,671</u> | \$ <u>280,000</u> |

NOTE 5 – CAPITAL LEASES

The City has entered into a municipal lease agreement for the purchase of a 2019 Hughes Aerial Fire Ladder Truck to be used by the General Fund of the City. The obligation is recorded in the respective fund. Annual lease payments are paid on July 1 of each year. Unless sooner terminated as set forth in the lease, ownership will transfer to the City upon expiration of the lease. Depreciation expense has been computed on assets acquired under municipal lease agreements.

Detail of the Capital Leases follows:

| | <u>Financed</u> | <u>2020</u> | <u>2021</u> | <u>2022</u> | <u>2023-34</u> | <u>Total</u> |
|--------------------------------------|-------------------|------------------|------------------|------------------|----------------|-------------------|
| Governmental Activities | | | | | | |
| 2019 Hughes Aerial Fire Ladder Truck | | | | | | |
| Zions Bancorporaton | \$ 709,069 | \$ 39,955 | \$ 39,695 | \$ 40,806 | 588,613 | \$ 709,069 |
| Computed Interest 2.8% | | 18,475 | 18,735 | 17,624 | 112,542 | 167,376 |
| | <u>709,069</u> | <u>58,430</u> | <u>58,430</u> | <u>58,430</u> | <u>701,155</u> | <u>876,445</u> |
| Total Capital Leases | \$ <u>709,069</u> | \$ <u>58,430</u> | \$ <u>58,430</u> | \$ <u>58,430</u> | <u>701,155</u> | \$ <u>876,445</u> |

CITY OF KETCHUM, IDAHO
Notes to the Financial Statements
September 30, 2019

– Continued

NOTE 6 – OPERATING LEASES

The City is obligated under several operating leases for vehicles and equipment. Operating leases do not give rise to property rights or purchase obligations, and therefore the results of the lease agreements are not reflected in the City's capital assets.

NOTE 7 – MISCELLANEOUS REVENUES, GOVERNMENTAL FUND TYPES

The miscellaneous revenues section of the combined statement of revenues and expenditures includes the following amounts:

| | <u>Total</u> | <u>Governmental</u> |
|---------------|--------------|---------------------|
| Rents | \$ 80,418 | |
| Miscellaneous | <u>978</u> | |
| Total | | <u>\$ 81,396</u> |

NOTE 8 – LITIGATION

The City, at the financial statement date, is involved in a few matters of litigation. Legal representation has not determined the resolution of these matters. The City contends that any liability in any of these issues would be immaterial to the financial statements.

NOTE 9 – RESTRICTED NET ASSETS

The ordinance authorizing the Enterprise Fund revenue bonds requires that the City establish certain restricted cash accounts to be used in the retirement of the bonds and improvements to the waste-water systems. In addition, certain cash amounts are restricted for use in law enforcement, zoning ordinance enforcement, and for other restrictions imposed by the City Council in the general fund; and for debt retirement in the long-term debt group of accounts. The City's policy is to first apply unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net assets are available. These restricted amounts are as follows:

| | <u>General</u> | <u>Enterprise</u> |
|-------------------------------|-------------------|-------------------|
| | <u>Fund</u> | <u>Funds</u> |
| Various Trust Cash | \$ 290,506 | |
| Wastewater Bonds Debt Service | <u> </u> | \$ <u>212,000</u> |
| Totals | <u>\$ 290,506</u> | \$ <u>212,000</u> |

CITY OF KETCHUM, IDAHO
Notes to the Financial Statements
September 30, 2019

NOTE 10 – RISK MANAGEMENT

A City is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. During the fiscal year, the City is contracted with Idaho County Risk Management Program (ICRMP) for property, crime and fleet insurance and the State Insurance Fund for workman's compensation. Under the terms of the ICRMP policy, the City of Ketchum's liability is limited to the amount of annual financial membership contributions, including a per occurrence deductible. There has been no significant reduction in insurance coverage in the current year. Settlement amounts have not exceeded insurance coverage for the current year or the three prior years.

NOTE 11 – KETCHUM URBAN RENEWAL AGENCY

The component unit column in the combined financial statements includes the financial data of the Ketchum Urban Renewal Agency, the City's only discretely presented component unit. It is reported in a separate column to emphasize that it is legally separate from the City in accordance with State Urban Renewal law. The Agency has authority to construct public improvements including the acquisition of public right-of-way within the blighted area legally designated as the redevelopment district. The City appoints the governing board of the Agency. The Agency derives its funding from tax increment financing. Complete financial statements for the current year are available from the Agency.

The City advanced \$1,495,830 of cash held for affordable housing construction to the Agency to begin their operations. The Agency has determined to pay this amount back to the City over the next several years as funds become available. These amounts are not accrued in the City's records but will be recognized as revenue when received in the "In-Lieu Housing Fund". The balance remaining unpaid at the date of these financial statements is \$ 1,261,687.

CITY OF KETCHUM, IDAHO
Notes to the Financial Statements
September 30, 2019

-Continued

NOTE 12 – EMPLOYEE RETIREMENT PLAN

Plan Description

The City of Ketchum contributes to the Base Plan which is a cost-sharing multiple-employer defined benefit pension plan administered by Public Employee Retirement System of Idaho (PERSI or System) that covers substantially all employees of the State of Idaho, its agencies and various participating political subdivisions. The cost to administer the plan is financed through the contributions and investment earnings of the plan. PERSI issues a publicly available financial report that includes financial statements and the required supplementary information for PERSI. That report may be obtained on the PERSI website at www.persi.idaho.gov.

Responsibility for administration of the Base Plan is assigned to the Board comprised of five members appointed by the Governor and confirmed by the Idaho Senate. State law requires that two members of the Board be active Base Plan members with at least ten years of service and three members who are Idaho citizens not members of the Base Plan except by reason of having served on the Board.

Pension Benefits

The Base Plan provides retirement, disability, death and survivor benefits of eligible members or beneficiaries. Benefits are based on members' years of service, age and highest average salary. Members become fully vested in their retirement benefits with five years of credited services (5 months for elected or appointed officials). Members are eligible for retirement benefits upon attainment of the ages specified for their employment classification. The annual service retirement allowance for each month of credited service is 2.0% (2.3% for police/firefighters) of the average monthly salary for the highest consecutive 42 months.

The benefit payments for the Base Plan are calculated using a benefit formula adopted by the Idaho Legislature. The Base Plan is required to provide a 1% minimum cost of living increase per year provided the Consumer Price Index increases 1% or more. The PERSI Board has the authority to provide higher cost of living increases to a maximum of the Consumer Price Index movement or 6%, whichever is less; however, any amount above the 1% minimum is subject to review by the Idaho Legislature.

Member and Employer Contributions

Member and employer contributions paid to the Base Plan are set by statute and are established as a percent of covered compensation. Contribution rates are determined by the PERSI Board within limitations, as defined by state law. The Board may make periodic changes to employer and employee contribution rates (expressed as percentages of annual covered payroll) that are adequate to accumulate sufficient assets to pay benefits when due.

The contribution rates for employees are set by statute at 60% of employer rate for general employees and 72% for police and firefighters. As of June 30, 2019, it was 6.79% for general employees and 8.36% for police and firefighters. The employer contribution rate, as a percent of covered payroll, is set by the Retirement Board and was 11.32% for general employees and 11.66% for police and firefighters. The City's contributions were \$441,262 for the year ended September 30, 2019.

CITY OF KETCHUM, IDAHO
Notes to the Financial Statements
September 30, 2019

-Continued

Pension Liabilities, Pension Expense (Revenue), and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions.

At September 30, 2019, the City reported a liability for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2019, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The City's proportion of the net pension liability was based on the City's share of contributions in the Base Plan pension plan relative to the total contributions of all participating PERSI Base Plan employers. At June 30, 2019, the City's proportion was 0.0865200 percent.

For the year ended September 30, 2019, the City recognized pension expense (revenue) of \$135,046. At September 30, 2019, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

| | Deferred Outflows of Resources | Deferred Inflows of Resources |
|--|--------------------------------------|-------------------------------------|
| Differences between expected and actual experience | \$ 91,782 | \$ 116,394 |
| Changes in assumptions or other inputs | \$ 54,936 | |
| Net difference between projected and actual earnings on pension plan investments | \$ (85,317) | \$ 336,447 |
| Changes in the employer's proportion and differences between the employer's contributions and the employer's proportionate contributions | | |
| City's contributions subsequent to the measurement date | \$ 85,316 | |
| Total | \$ 146,717 | \$ 452,841 |

\$ 85,316 reported as deferred outflows of resources related to pensions resulting from Employer contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ending September 30, 2020.

The average of the expected remaining service lives of all employees that are provided with pensions through the System (active and inactive employees) determined at July 1, 2017 the beginning of the measurement period ended June 30, 2018 is 4.8 and 4.8 for the measurement period June 30, 2019.

Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense (revenue) as follows:

CITY OF KETCHUM, IDAHO
Notes to the Financial Statements
September 30, 2019

-Continued

Year ended September 30, 2019:

| | |
|------------|--------------|
| 2020 | (\$ 35,562) |
| 2021 | (\$ 152,360) |
| 2022 | (\$ 74,217) |
| 2023 | (\$ 43,983) |
| Thereafter | (\$ 306,123) |

Actuarial Assumptions

Valuations are based on actuarial assumptions, the benefit formulas, and employee groups. Level percentages of payroll normal costs are determined using the Entry Age Normal Cost Method. Under the Entry Age Normal Cost Method, the actuarial present value of the projected benefits of each individual included in the actuarial valuation is allocated as a level percentage of each year's earnings of the individual between entry age and assumed exit age. The Base Plan amortizes any unfunded actuarial accrued liability based on a level percentage of payroll. The maximum amortization period for the Base Plan permitted under Section 59-1322, Idaho Code, is 25 years.

The total pension liability in the June 30, 2019 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

| | |
|----------------------------|-----------------------------------|
| Inflation | 3.00% |
| Salary increases | 3.75 – 10.00% |
| Salary inflation | 3.75% |
| Investment rate of return | 7.05%, net of investment expenses |
| Cost-of-living adjustments | 1% |

Mortality rates were based on the RP – 2000 combined table for healthy males or females as appropriate with the following offsets:

- Set back 3 years for teachers
- No offset for male fire and police
- Forward one year for female fire and police
- Set back one year for all general employees and all beneficiaries

An experience study was performed for the period July 1, 2013 through June 30, 2017 which reviewed all economic and demographic assumptions including mortality. The Total Pension Liability as of June 30, 2019 is based on the results of an actuarial valuation date of July 1, 2019.

The long-term expected rate of return on pension plan investments was determined using the building block approach and a forward-looking model in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighing the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

CITY OF KETCHUM, IDAHO
Notes to the Financial Statements
September 30, 2019

-Continued

Even though history provides a valuable perspective for setting the investment return assumption, the System relies primarily on an approach which builds upon the latest capital market assumptions. Specifically, the System uses consultants, investment managers and trustees to develop capital market assumptions in analyzing the System's asset allocation. The assumptions and the System's formal policy for asset allocation are shown below. The formal asset allocation policy is somewhat more conservative than the current allocation of System's assets. The best-estimate range for the long-term expected rate of return is determined by adding expected inflation to expected long-term real returns and reflecting expected volatility and correlation. The capital market assumptions are as of January 1, 2017.

Capital Market Assumptions

| | <u>Expected Return</u> | <u>Expected Risk</u> | <u>Strategic Normal</u> | <u>Strategic Ranges</u> |
|-----------------------|----------------------------|--------------------------|-----------------------------|-----------------------------|
| Equities: | | | 70% | 66%-77% |
| Broad Domestic Equity | 9.15% | 19.00% | 55% | 50%-65% |
| International | 9.25% | 20.20% | 15% | 10%-20% |
| Fixed Income: | 3.05% | 3.75% | 30% | 23%-33% |
| Cash | 2.25% | 0.90% | 0% | 0%-5% |

| | <u>Expected Return</u> | <u>Expected Inflation</u> | <u>Expected Real Return</u> | <u>Expected Risk</u> |
|-------------------|----------------------------|-------------------------------|-------------------------------------|--------------------------|
| Total Fund | | | | |
| Actuary | 7.00% | 3.25% | 3.75% | N/A |
| Portfolio | 6.58% | 2.25% | 4.33% | 12.67% |

* Expected arithmetic return net of fees and expenses

Actuarial Assumptions:

| | |
|---|--------------|
| Assumed Inflation - Standard Deviation | 3.25% |
| Portfolio Arithmetic Mean Return | 2.00% |
| | 8.42% |
| Portfolio Long-Term Expected Geometric Rate of Return | |
| Assumed Investment Expenses | 7.50% |
| Long-Term Expected Geometric Rate of Return Net of Investment Expenses | <u>0.45%</u> |
| | 7.05% |

CITY OF KETCHUM, IDAHO
Notes to the Financial Statements
September 30, 2019

-Continued

Discount Rate

The discount rate used to measure the total pension liability was 7.05%. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current contribution rate. Based on these assumptions, the pension plans' net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability. The long-term expected rate of return was determined net of pension plan investment expense but without reduction for pension plan administrative expense.

Sensitivity of the Employer's proportionate share of the net pension liability to changes in the discount rate.

The following presents the Employer's proportionate share of the net pension liability calculated using the discount rate of 7.05%, as well as what the Employer's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.05%) or 1-percentage-point higher (8.05%) than the current rate:

| | 1% Decrease (6.05%) | Current Discount Rate (7.05%) | 1% Increase (8.05%) |
|---|------------------------|-------------------------------------|---------------------------|
| Employer's proportionate share of the net pension liability (asset) | \$ 997,478 | \$ 987,602 | \$ 977,726 |

Pension plan fiduciary net position

Detailed information about the pension plan's fiduciary net position is available in the separately issued PERSI financial report.

PERSI issues a publicly available financial report that includes financial statements and the required supplementary information for PERSI. That report may be obtained on the PERSI website at www.persi.idaho.gov

Payables to the pension plan

At September 30, 2019, the City reported payables to the defined benefit pension plan of \$ 0 for legally required employer contributions and \$ 0 for legally required employee contributions which had been withheld from employee wages but not yet remitted to PERSI.

NOTE 13 – SUBSEQUENT EVENTS

Subsequent events were evaluated through the date of the auditor's report, which is the date the financial statements were available to be issued.

**REQUIRED
SUPPLEMENTARY INFORMATION**

CITY OF KETCHUM, IDAHO
Schedule of Revenues, Expenditures and Changes in Fund Balances
Budget and Actual -- General Fund
for the year ended September 30, 2019

| | <u>Actual Amounts</u> | <u>Original Budget Amounts</u> | <u>Final Budget Amounts</u> | <u>Variance with Final Budget Positive (Negative)</u> |
|--|---------------------------|--|-------------------------------------|---|
| REVENUE: | | | | |
| Property taxes | \$ 4,292,095 | \$ 4,224,752 | \$ 4,224,752 | \$ 67,343 |
| Franchises, licenses, permits | 702,952 | 772,608 | 832,608 | (129,656) |
| State of Idaho shared revenue | 966,466 | 911,880 | 911,880 | 54,586 |
| State of Idaho sales tax | 102,535 | 96,661 | 96,661 | 5,874 |
| State of Idaho liquor receipts | 381,349 | 378,825 | 378,825 | 2,524 |
| State highway user collections | 134,319 | 129,090 | 129,090 | 5,229 |
| Penalty and interest on property taxes | 13,801 | 10,000 | 10,000 | 3,801 |
| County court and parking fines | 99,080 | 60,125 | 60,125 | 38,955 |
| Fees, fines and charges for services | 3,291,704 | 2,965,181 | 3,135,181 | 156,523 |
| Grants and contributions | 0 | 0 | 0 | 0 |
| Earnings on investments | 81,545 | 30,001 | 30,001 | 51,544 |
| Miscellaneous | 92,848 | 78,260 | 78,260 | 14,588 |
| Total Revenue | <u>10,158,694</u> | <u>9,657,383</u> | <u>9,887,383</u> | <u>271,311</u> |
| EXPENDITURES: | | | | |
| General Government | 4,167,474 | 4,142,313 | 4,223,313 | 55,839 |
| Public Safety | 3,925,213 | 3,758,179 | 3,877,179 | (48,034) |
| Streets | 1,987,424 | 1,918,273 | 2,133,273 | 145,849 |
| Capital outlay | | | | |
| Parks and Recreation | 467,643 | 520,827 | 520,827 | 53,184 |
| Transportation | | | | |
| Affordable Housing | | | | |
| Debt Service | | | | |
| Total Expenditures | <u>10,547,754</u> | <u>10,339,592</u> | <u>10,754,592</u> | <u>206,838</u> |
| EXCESS REVENUE (EXPENDITURES) | (389,060) | (682,209) | (867,209) | 478,149 |
| OTHER FINANCING SOURCES (USES): | | | | |
| Operating transfers from other funds | 1,164,256 | 979,256 | 1,164,256 | 0 |
| Operating transfers (to) other funds | (414,007) | (206,007) | (214,007) | 200,000 |
| NET CHANGE IN FUND BALANCES | 361,189 | 91,040 | 83,040 | 678,149 |
| FUND BALANCE - BEGINNING | <u>3,043,644</u> | <u>3,043,644</u> | <u>3,043,644</u> | |
| FUND BALANCE - ENDING | <u>\$ 3,404,833</u> | <u>3,134,684</u> | <u>\$ 3,126,684</u> | |

CITY OF KETCHUM, IDAHO
Schedule of Revenues, Expenditures and Changes in Fund Balances
Budget and Actual -- City Sales Tax Fund
for the year ended September 30, 2019

| | <u>Actual Amounts</u> | <u>Original Budget Amounts</u> | <u>Final Budget Amounts</u> | <u>Variance with Final Budget Positive (Negative)</u> |
|--|---------------------------|--|-------------------------------------|---|
| REVENUE: | | | | |
| Property taxes | \$ | \$ | \$ | \$ |
| Local Option sales taxes | 4,973,422 | 4,532,987 | 4,717,987 | 255,435 |
| Franchises, licenses, permits | | | | 0 |
| State of Idaho shared revenue | | | | |
| State of Idaho sales tax | | | | |
| State of Idaho liquor receipts | | | | |
| State highway user collections | | | | |
| Penalty and interest on property taxes | | | | |
| County court fines | | | | |
| Fees, fines and charges for services | | | | |
| Grants and contributions | | | | |
| Earnings on investments | 767 | 1,000 | 1,000 | (233) |
| Miscellaneous | | | | |
| | <u>4,974,188</u> | <u>4,533,987</u> | <u>4,718,987</u> | <u>255,201</u> |
| Total Revenue | | | | |
| EXPENDITURES: | | | | |
| General Government | 83,087 | 97,500 | 97,500 | 14,413 |
| Public Safety | 147,847 | 143,541 | 143,541 | (4,306) |
| Streets | | | | |
| Capital outlay | | | | |
| Parks and Recreation | | | | |
| Transportation | 3,172,440 | 3,172,440 | 3,172,440 | 0 |
| Affordable Housing | | | | |
| Debt Service | | | | |
| | <u>3,403,374</u> | <u>3,413,481</u> | <u>3,413,481</u> | <u>10,107</u> |
| Total Expenditures | | | | |
| EXCESS REVENUE (EXPENDITURES) | 1,570,815 | 1,120,506 | 1,305,506 | 265,309 |
| OTHER FINANCING SOURCES (USES): | | | | |
| Operating transfers from other funds | | | | 0 |
| Operating transfers (to) other funds | (1,296,506) | (1,111,506) | (1,296,506) | 0 |
| NET CHANGE IN FUND BALANCES | 274,309 | 9,000 | 9,000 | 265,309 |
| FUND BALANCE - BEGINNING | <u>379,182</u> | <u>379,182</u> | <u>379,182</u> | |
| FUND BALANCE - ENDING | <u>\$ 653,491</u> | <u>\$ 388,182</u> | <u>\$ 388,182</u> | |

CITY OF KETCHUM, IDAHO
Schedule of Revenues, Expenditures and Changes in Fund Balances
Budget and Actual -- In-Lieu Housing Fund
for the year ended September 30, 2019

| | <u>Actual Amounts</u> | <u>Original Budget Amounts</u> | <u>Final Budget Amounts</u> | <u>Variance with Final Budget Positive (Negative)</u> |
|--|---------------------------|--|-------------------------------------|---|
| REVENUE: | | | | |
| Property taxes | \$ | \$ | \$ | \$ |
| Local Option sales taxes | | | | |
| Franchises, licenses, permits | | | | |
| State of Idaho shared revenue | | | | |
| State of Idaho sales tax | | | | |
| State of Idaho liquor receipts | | | | |
| State highway user collections | | | | |
| Penalty and interest on property taxes | | | | |
| County court fines | | | | |
| Fees, fines and charges for services | 184,760 | | | 184,760 |
| Grants and contributions | | | | |
| Earnings on investments | 59,313 | 34,000 | 34,000 | 25,313 |
| Miscellaneous | | 90,000 | 90,000 | (90,000) |
| | <u>244,073</u> | <u>124,000</u> | <u>124,000</u> | <u>120,073</u> |
| Total Revenue | | | | |
| EXPENDITURES: | | | | |
| General Government | | | | 0 |
| Public Safety | | | | |
| Streets | | | | |
| Capital outlay | | 1,350,000 | 2,100,000 | (2,100,000) |
| Parks and Recreation | | | | |
| Transportation | | | | |
| Affordable Housing | 75,000 | 75,000 | 75,000 | 0 |
| Debt Service | | | | |
| | <u>75,000</u> | <u>1,425,000</u> | <u>2,175,000</u> | <u>(2,100,000)</u> |
| Total Expenditures | | | | |
| EXCESS REVENUE (EXPENDITURES) | 169,073 | (1,301,000) | (2,051,000) | (1,979,927) |
| OTHER FINANCING SOURCES (USES): | | | | |
| Operating transfers from other funds | | | | |
| Operating transfers (to) other funds | | | | |
| NET CHANGE IN FUND BALANCES | 169,073 | (1,301,000) | (2,051,000) | (1,979,927) |
| FUND BALANCE - BEGINNING | <u>2,418,519</u> | <u>2,418,519</u> | <u>2,418,519</u> | |
| FUND BALANCE - ENDING | <u>\$ 2,587,592</u> | <u>\$ 1,117,519</u> | <u>\$ 367,519</u> | |

CITY OF KETCHUM, IDAHO
PUBLIC EMPLOYEE PENSION INFORMATION
For the year ended September 30, 2019

Required Supplementary Information

Schedule of Employer's Share of Net Pension Liability
PERSI - Base Plan
Last 10 - Fiscal Years*

| | <u>2019</u> | <u>2018</u> | <u>2017</u> | <u>2016</u> | <u>2015</u> |
|--|--------------|--------------|--------------|--------------|--------------|
| Employer's portion of the net pension liability | .0865200% | .0799402% | .0866389% | .0857958% | .0889864% |
| Employer's proportionate share of the net pension liability | \$ 987,602 | \$ 1,179,132 | \$ 1,361,816 | \$ 1,739,214 | \$ 1,171,806 |
| Employer's covered-employee payroll | \$ 3,625,685 | \$ 3,742,286 | \$ 3,585,052 | \$ 3,435,203 | \$ 2,691,486 |
| Employer's proportional share of the net pension liability as a percentage of its covered-employee payroll | 27.24% | 31.51% | 37.99% | 50.63% | 43.54% |
| Plan fiduciary net position as a percentage of the total pension liability | 3713.73% | 3051.24% | 1988.07% | 1439.94% | 1794.56% |

* GASB Statement No. 68 required ten years of information to be presented in this table. However, until a full 10-year trend is compiled, the City will present information for those years for which information is available.

Data reported is measured as of June 30, 2019

Schedule of Employer's Contributions
PERSI - Base Plan
Last 10 - Fiscal Years*

| | <u>2019</u> | <u>2018</u> | <u>2017</u> | <u>2016</u> | <u>2015</u> |
|--|--------------|--------------|--------------|--------------|--------------|
| Statutorily required contributions | \$ 441,262 | \$ 455,247 | \$ 445,468 | \$ 425,702 | \$ 393,730 |
| Contributions in relation to the statutorily required contribution | \$ (441,262) | \$ (455,247) | \$ 445,468 | \$ (425,702) | \$ (393,730) |
| Contribution (deficiency) excess | \$ 0 | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| Employer's covered-employee payroll | \$ 3,625,685 | \$ 3,742,286 | \$ 3,585,052 | \$ 3,435,203 | \$ 2,691,486 |
| Contributions as a percentage of covered-employee payroll | 12.17% | 12.16% | 12.43% | 12.39% | 14.63% |

**OTHER
SUPPLEMENTARY INFORMATION**

CITY OF KETCHUM, IDAHO
Combining Balance Sheets
Combining Other Governmental Funds
at September 30, 2019

| | <u>General Capital Improvement Fund</u> | <u>Street Capital Improvement Fund</u> | <u>Law Enforce Capital Improvement Fund</u> | <u>Fire/Rescue Capital Improvement Fund</u> |
|---|---|--|---|---|
| ASSETS: | | | | |
| Cash and Cash Deposits | \$ 1,234,522 | \$ 375,655 | \$ 19,181 | \$ 244,761 |
| Taxes Receivable | | | | |
| Due From Other Governments | | | | |
| Total Assets | \$ <u>1,234,522</u> | \$ <u>375,655</u> | \$ <u>19,181</u> | \$ <u>244,761</u> |
| LIABILITIES: | | | | |
| Accounts Payable | \$ | \$ | \$ | \$ |
| Funds Held in Trust | | | | |
| Due To Other Funds | | | | |
| Total Liabilities | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> |
| FUND BALANCE: | | | | |
| Non-spendable | | | | |
| Restricted | | | | |
| Committed | | | | |
| Assigned | 1,234,522 | 375,655 | 19,181 | 244,761 |
| Unassigned | | | | |
| Total Fund Balance | <u>1,234,522</u> | <u>375,655</u> | <u>19,181</u> | <u>244,761</u> |
| Total Liabilities and Fund Balance | \$ <u>1,234,522</u> | \$ <u>375,655</u> | \$ <u>19,181</u> | \$ <u>244,761</u> |

The accompanying notes are a part of these financial statements.

| <u>Parks Capital Improvement Fund</u> | <u>GO Bond Debt Fund</u> | <u>Wagon Days Fund</u> | <u>Police/Fire Trust Fund</u> | <u>Community Development Trust Fund</u> | <u>Park Trust Fund</u> | <u>Total Governmental Funds</u> |
|---|----------------------------------|--------------------------------|---------------------------------------|---|--------------------------------|---|
| \$ 7,217 | \$ 3,099 | \$ 17,275 | \$ 99,851 | \$ 56,880 | \$ 190,655 | \$ 2,249,096 |
| | | | | | | 0 |
| | | | | | | 0 |
| <u>\$ 7,217</u> | <u>\$ 3,099</u> | <u>\$ 17,275</u> | <u>\$ 99,851</u> | <u>\$ 56,880</u> | <u>\$ 190,655</u> | <u>\$ 2,249,096</u> |
| | | | | | | |
| \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| | | | | 56,880 | | 56,880 |
| | | | | | | 0 |
| <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> | <u>56,880</u> | <u>0</u> | <u>56,880</u> |
| | | | | | | |
| | | | 99,851 | | 190,655 | 290,506 |
| 7,217 | 3,099 | 17,275 | | | | 0 |
| | | | | | | 1,901,710 |
| | | | | | | 0 |
| <u>7,217</u> | <u>3,099</u> | <u>17,275</u> | <u>99,851</u> | <u>0</u> | <u>190,655</u> | <u>2,192,216</u> |
| <u>\$ 7,217</u> | <u>\$ 3,099</u> | <u>\$ 17,275</u> | <u>\$ 99,851</u> | <u>\$ 56,880</u> | <u>\$ 190,655</u> | <u>\$ 2,249,096</u> |

The accompanying notes are a part of these financial statements.

CITY OF KETCHUM, IDAHO
Statement of Revenues, Expenditures, and Changes in Fund Balances
Combining Other Governmental Funds
for the year ended September 30, 2019

| | <u>General Capital Improvement Fund</u> | <u>Street Capital Improvement Fund</u> | <u>Law Enforce Capital Improvement Fund</u> | <u>Fire/Rescue Capital Improvement Fund</u> |
|--|---|--|---|---|
| REVENUE: | | | | |
| Property taxes | \$ | \$ | \$ | \$ |
| Local Option sales taxes | | | | |
| Franchises, licenses, permits | 268,749 | | | |
| State of Idaho shared revenue | | | | |
| State of Idaho sales tax | | | | |
| State of Idaho liquor receipts | | | | |
| State highway user collections | | | | |
| Penalty and interest on property taxes | | | | |
| Proceeds from sale of assets | | | | |
| Fees and charges for services | 410,374 | 34,026 | 784 | 21,355 |
| Grants and contributions | 251,000 | 5 | | |
| Earnings on investments | 17,873 | 8,257 | 372 | 9,359 |
| Miscellaneous | | | | |
| | <u>947,996</u> | <u>42,288</u> | <u>1,156</u> | <u>30,714</u> |
| Total Revenue | | | | |
| EXPENDITURES: | | | | |
| General Government | | | | |
| Public Safety | | | | |
| Streets | | | | |
| Capital outlay | 1,026,590 | 113,728 | | 290,512 |
| Parks and Recreation | | | | |
| Transportation | | | | |
| Affordable Housing | | | | |
| Debt Service | | | | |
| | <u>1,026,590</u> | <u>113,728</u> | <u>0</u> | <u>290,512</u> |
| Total Expenditures | | | | |
| EXCESS REVENUE (EXPENDITURES) | (78,594) | (71,440) | 1,156 | (259,798) |
| OTHER FINANCING SOURCES (USES): | | | | |
| Operating transfers from other funds | 212,500 | 48,160 | | 32,000 |
| Operating transfers (to) other funds | (48,160) | 0 | | |
| NET CHANGE IN FUND BALANCES | 85,746 | (23,280) | 1,156 | (227,798) |
| FUND BALANCE - BEGINNING | <u>1,148,776</u> | <u>398,935</u> | <u>18,025</u> | <u>472,559</u> |
| FUND BALANCE - ENDING | \$ <u><u>1,234,522</u></u> | \$ <u><u>375,655</u></u> | \$ <u><u>19,181</u></u> | \$ <u><u>244,761</u></u> |

The accompanying notes are a part of these financial statements.

| <u>Parks Capital Improvement Fund</u> | <u>GO Bond Debt Fund</u> | <u>Wagon Days Fund</u> | <u>Police/Fire Trust Fund</u> | <u>Community Development Trust Fund</u> | <u>Park Trust Fund</u> | <u>Total Governmental Funds</u> |
|---|----------------------------------|--------------------------------|---------------------------------------|---|--------------------------------|---|
| \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| | | | | | | 0 |
| | | | | | | 0 |
| | | | | | | 268,749 |
| | | | | | | 0 |
| | | | | | | 0 |
| | | | | | | 0 |
| | | | | | | 0 |
| | | | | | | 0 |
| | | | | | | 0 |
| 7,186 | | 8,479 | | 68,100 | | 550,304 |
| | | 8,369 | | | 29,138 | 288,512 |
| 447 | 655 | 307 | 2,397 | 20 | 2,914 | 42,601 |
| | | | 300 | | | 300 |
| <u>7,633</u> | <u>655</u> | <u>17,155</u> | <u>2,697</u> | <u>68,120</u> | <u>32,052</u> | <u>1,150,466</u> |
| | | 141,861 | | 68,120 | | 209,981 |
| | | | | | | 0 |
| | | | | | | 0 |
| | | | | | 14,400 | 1,445,230 |
| | | | | | 26,098 | 26,098 |
| | | | | | | 0 |
| | | | | | | 0 |
| | 149,008 | | | | | 149,008 |
| <u>0</u> | <u>149,008</u> | <u>141,861</u> | <u>0</u> | <u>68,120</u> | <u>40,498</u> | <u>1,830,317</u> |
| 7,633 | (148,353) | (124,706) | 2,697 | 0 | (8,446) | (679,851) |
| | 149,507 | 132,250 | | | 32,500 | 606,917 |
| <u>(12,500)</u> | | | | | | <u>(60,660)</u> |
| (4,867) | 1,154 | 7,544 | 2,697 | 0 | 24,054 | (133,594) |
| <u>12,084</u> | <u>1,945</u> | <u>9,731</u> | <u>97,154</u> | <u>0</u> | <u>166,601</u> | <u>2,325,810</u> |
| \$ <u>7,217</u> | \$ <u>3,099</u> | \$ <u>17,275</u> | \$ <u>99,851</u> | \$ <u>0</u> | \$ <u>190,655</u> | \$ <u>2,192,216</u> |

The accompanying notes are a part of these financial statements.

CITY OF KETCHUM, IDAHO
Bond-Future Principal and Interest Requirements
at September 30, 2019

| | Annual Payment | | | |
|--------------------------------------|------------------|----------------|----------------------|---------------------|
| | Interest Rate | Fiscal Year | Principal Payment | Interest Payment |
| General Obligation Bond: | | | | |
| \$1,550,000 General Obligation Bonds | | | | |
| Series June 5, 2007 | | | | |
| 3.72% - 4.43% | | | | |
| | 4.38% | 2020 | \$ 137,000 | \$ 12,336 |
| | 4.43% | 2021 | <u>143,000</u> | <u>6,335</u> |
| | | | <u>\$ 280,000</u> | <u>\$ 18,671</u> |

The accompanying notes are a part of these financial statements.

CITY OF KETCHUM, IDAHO
Bond-Future Principal and Interest Requirements
at September 30, 2019

| | Annual Payment | | | |
|---------------------------------|------------------|----------------|----------------------|---------------------|
| | Interest Rate | Fiscal Year | Principal Payment | Interest Payment |
| Water Revenue Bond: | | | | |
| Water Refunding Bond 2016 | | | | |
| \$ 1,697,000, September 8, 2016 | | | | |
| 1.74% | | | | |
| | 1.74% | 2020 | \$ 145,000 | \$ 22,064 |
| | 1.74% | 2021 | 151,000 | 19,540 |
| | 1.74% | 2022 | 152,000 | 16,912 |
| | 1.74% | 2023 | 157,000 | 14,269 |
| | 1.74% | 2024 | 162,000 | 11,537 |
| | 1.74% | 2025 | 162,000 | 8,717 |
| | 1.74% | 2026 | 166,000 | 5,899 |
| | 1.74% | 2027 | 173,000 | 3,010 |
| | | | \$ 1,268,000 | \$ 101,948 |

The accompanying notes are a part of these financial statements.

CITY OF KETCHUM, IDAHO
Bond-Future Principal and Interest Requirements
at September 30, 2019

| | Annual Payment | | | |
|---|------------------|----------------|----------------------|---------------------|
| | Interest Rate | Fiscal Year | Principal Payment | Interest Payment |
| Water Revenue Bond: | | | | |
| Water Revenue Refunding Bonds 2015 \$2,310,000, September 2, 2015 2.00% - 5.00% | | | | |
| | 3.00% | 2020 | \$ 30,000 | \$ 109,475 |
| | 3.00% | 2021 | 30,000 | 108,575 |
| | 4.00% | 2022 | 30,000 | 107,675 |
| | 3.25% | 2023 | 30,000 | 106,475 |
| | 5.00% | 2024 | 30,000 | 105,500 |
| | 5.00% | 2025 | 35,000 | 104,000 |
| | 5.00% | 2026 | 35,000 | 102,250 |
| | 5.00% | 2027 | 30,000 | 100,500 |
| | 5.00% | 2028 | 255,000 | 99,000 |
| | 5.00% | 2029 | 270,000 | 86,250 |
| | 5.00% | 2030 | 285,000 | 72,750 |
| | 5.00% | 2031 | 295,000 | 58,500 |
| | 5.00% | 2032 | 310,000 | 43,750 |
| | 5.00% | 2033 | 330,000 | 28,250 |
| | 5.00% | 2034 | 235,000 | 11,750 |
| | | | <u>\$ 2,230,000</u> | <u>\$ 1,244,700</u> |

The accompanying notes are a part of these financial statements.

CITY OF KETCHUM, IDAHO
Bond-Future Principal and Interest Requirements
at September 30, 2019

| Wastewater Revenue Bond: | Annual Payment | | | |
|--|------------------|----------------|----------------------|---------------------|
| | Interest Rate | Fiscal Year | Principal Payment | Interest Payment |
| Wastewater Revenue Refunding Bonds 2014 | | | | |
| \$1,950,000, November 18, 2014 | | | | |
| 2.00% - 5.00% | | | | |
| | 5.00% | 2020 | \$ 195,000 | \$ 65,750 |
| | 5.00% | 2021 | 205,000 | 56,000 |
| | 5.00% | 2022 | 215,000 | 45,750 |
| | 5.00% | 2023 | 220,000 | 35,000 |
| | 5.00% | 2024 | 230,000 | 24,000 |
| | 5.00% | 2025 | 250,000 | 12,500 |
| | | | \$ 1,315,000 | \$ 239,000 |

The accompanying notes are a part of these financial statements.

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**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL
STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

November 9, 2019

To the City Council
City of Ketchum, Idaho

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Ketchum, Idaho, as of and for the year ended September 30, 2019, and the related notes to the financial statements, which collectively comprise the City of Ketchum, Idaho's basic financial statements, and have issued our report thereon dated November 9, 2019.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City of Ketchum, Idaho's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City of Ketchum, Idaho's internal control. Accordingly, we do not express an opinion on the effectiveness of the City of Ketchum, Idaho's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City of Ketchum, Idaho's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Report Continued—

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Workman & Company

WORKMAN AND COMPANY
Certified Public Accountants
Twin Falls, Idaho

2190 Village Park Avenue, Suite 300 • Twin Falls, ID 83301 • 208.733.1161 • Fax: 208.733.6100

November 9, 2019

To the City Council
City of Ketchum, Idaho

We have audited the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Ketchum, Idaho, for the year ended September 30, 2019. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards (and, if applicable, *Government Auditing Standards* and the Uniform Guidance), as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated July 10, 2019. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City of Ketchum, Idaho, are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during 2019. We noted no transactions entered into by the City of Ketchum, Idaho during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimate affecting the City of Ketchum, Idaho's financial statements was:

Management's estimate of the useful lives of fixed assets is based on historical data. We evaluated the key factors and assumptions used to develop the useful lives of fixed assets in determining that it is reasonable in relation to the financial statements taken as a whole.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosure affecting the financial statements was:

The disclosure of Employees' Retirement System in Note 9 to the financial statements is based on information provided by Idaho's Public Employees Retirement System (PERSI) and is relied upon in these financial statements.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to each opinion unit's financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated November 9, 2019.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the City of Ketchum, Idaho's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to Management's Discussion and Analysis (MD&A) and Budgetary Information, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the schedules of bond future principle and interest, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

Restriction on Use

This information is intended solely for the information and use of the City Council and management of the City of Ketchum, Idaho and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

Workman & Company

WORKMAN AND COMPANY
Certified Public Accountants
Twin Falls, Idaho



City of Ketchum

December 16, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Provide Funding to KETCH I and II FOR Public Improvements

Recommendation and Summary

The Mayor is recommending the Council provide funding to help off-set the cost of sidewalk and snow melt for KETCH I and II and adopt the following motion:

I move to authorize funding \$13,430 from housing in-lieu funds to help off-set the cost of public improvements associated with the KETCH I and II community housing units.

The reasons for the recommendation are as follows:

- KETCH I and II are providing at total of 5 community housing units between the two projects.
- The projects are providing 8-foot wide sidewalks and snow melt to improve pedestrian access and public safety.
- The community housing units benefit from these improvements and a financial contribution helps facilitate production of on-site community housing units.

Introduction and History

KETCH I and II are currently under construction and will provide 35 units, 5 of which will be deed restricted community housing units. The project developer/owner has requested the city contribute towards the cost of the following public infrastructure improvements

| | |
|------------------------------------|-------|
| Alley improvements, retaining wall | \$16k |
| Sidewalks, curb/gutter, ADA ramp | \$32k |
| Sewer, storm catch basins, drywell | \$15k |
| Asphalt street | \$20k |
| Street lights | \$17k |
| Snow Melt | \$62k |

With the exception of the sidewalks and snow melt, the improvements identified are required for all projects constructed in Ketchum. The project is providing an 8-foot wide sidewalk and snow melt, improvements that benefit both the general public and occupants of the building. The total cost of those two improvements is \$94,000.

Analysis

The City does not contribute funding to off-set construction costs for private development projects. However, the City has contributed towards public improvements that benefit the public and to costs associated with developing on-site community housing units.

Should the Council support a contribution of funds, the City could contribute the proportional share related to the community housing units. The sidewalk and snow melt costs are \$94,000, this equates to \$2,686 per residential unit. There are five community housing units therefore the proportional share for the community housing units would be \$13,430.

Financial Impact

If the Council approves the contribution, funding will come from housing in-lieu funds. There are sufficient funds in the account to support a \$13,430 contribution.



City of Ketchum

December 16, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Request for Council Feedback to Ketchum Arts Commission on its Selection of Three Semi-Finalists for Permanent Sculpture

Recommendation and Summary

Staff is requesting Council to review and provide comments on three semi-finalists selected by the Ketchum Arts Commission (KAC) for a permanent sculpture on Fourth Street. The three semi-finalists will provide final proposals. One finalist will be selected and recommended by KAC to City Council for final approval.

The reasons for the recommendation are as follows:

- This project replaces two unsuccessful calls for artists for an interactive art piece.
- The art piece will be a permanent part of the city's art collection, located on the existing pedestal on Fourth Street, between East and Walnut avenues.

Introduction and History

On November 8, 2019, KAC issued a Call for Artists for a permanent sculpture. Fifty-four artists responded. On December 10, the Ketchum Arts Commission selected three semi-finalists; Jake Balcom from Kansas City; Steve Parker from Austin; and Will Vannerson, also from Kansas City. Each semi-finalist will be paid a \$250 stipend for their final proposals, which are due on January 13, 2020.

Analysis

Three top artists were selected through a silent jury process. Three rounds were conducted to eliminate artists, resulting in the selection of the top three. Attached to this staff report is a sampling of each of the top three submissions and a brief description of their proposed project.

Financial Impact

There is no new financial requirement or impact. On November 4, Council approved the appropriation of \$29,000 of unspent FY19 funds from the Parks and Recreation Trust Fund. The stipends totaling \$750 will be funded by miscellaneous donations in the FY20 Parks and Recreation Trust Fund.

Attachments:

- Jake Balcom Images and Proposal
- Steve Parker Images and Proposal
- Will Vannerson Images and Proposal

Balcom - Artist Statement

An aesthetic dialogue develops between a sculpture and its surroundings; one that entices people to stop and appreciate not only the sculpture itself, but the environment around it. Through this interaction, public art helps to build and maintain a culture of art around a community, while at the same time bringing about awareness and conversation within that community. My goal as an artist is always to create pieces representing this symbiotic relationship between art and community. I am inspired by organic forms found in nature and mathematical geometry to create unique, visually stimulating sculptures showcasing the complementary contrast between the natural and industrial worlds. I use a combination of old world techniques, new age technology, and a metal's natural malleability to create these site-specific sculptures.

I take extreme pride in not only the quality of my work, but the ethical and efficient use of budgets to deliver the highest value result. Consequently, I am often able to deliver a finished sculpture that exceeds expectations. I find my medium of fabricated metals particularly well suited to public art, since it provides flexibility in materials, shapes, finishes, and fabrication processes as well as being very durable and easy to maintain. As with all projects like this, the final design will be a collaborative effort between me, the project coordinators, and the city of Ketchum. Together, I believe we can create a dynamic and intriguing visual experience for Ketchum that residents, visitors, children and adults will enjoy for years.

Balcom - Proposal

Communities, such as Ketchum, are wonderful, complex, and socially organized entities created when individuals come together through their unique and collective histories, talents, and goals. My concept for the Ketchum Sculpture is based on this complex structure of community nestled in a beautiful, resort environment.

Just like a wild flower on the mountain side or a snow crystal falling on the resort, no two people in Ketchum are alike. I envision a large stellated polyhedron form composed of uniquely-cut, metal hexagons and pentagons that create an overall crystalline or floral shape. Within each of these hexagons and pentagons will be a custom, one of a kind patterns cut out of the metal. These patterns, when rotated around an axis, form beautiful compositions reminiscent of a snow crystal or flower bloom. All in all, there will be 8-12 separate designs cut out creating a lace like form. The partial transparency that is created by this style allows you to see the images on the opposite side giving it some motion and a slight kaleidoscope effect. The points and intersecting lines of the shape represent the unity and interconnectedness of the Ketchum community, while the separate abstract designs represent the unique nature of every individual in Ketchum and the beautiful environment they live in. I've included a general concept image in my work examples.

The Sculpture will be fabricated out of Aluminum or Stainless Steel sheet metal, making it very durable and weather resistant. The overall size of the sculpture can be up to 8' in diameter which, coupled with the existing concrete pad, makes the height up to 9-10'. Installation is simple. The sculpture is lifted into place and anchored to the pedestal using 6-8 appropriately sized masonry anchors. This simplicity also makes removal/replacement extremely quick and easy. Variations on this idea might be to fabricate 3 smaller forms arranged in an organic fashion or add color to the abstract crystal designs. Like I mentioned in the Artist Statement, the final design will be a collaborative effort between me, the project coordinators, and the city of Ketchum.

Ketchum Permanent Sculpture Concept

Preliminary Concept:

A Stainless Steel or Aluminum geometric sculpture roughly 6-8' in diameter. Within the faces, unique abstract designs will be custom cut out of the metal. For the general concept shown here, only 4 different designs were used. For the final proposal, the design for each facet will be specifically illustrated and incorporated into the model.

The sculpture will be engineered to be structurally sound and the final design approved by the city of Ketchum with regards to safety and appearance.

Possible Variations:

- We could add color to the sculpture, although going this route may affect the size, transparency, and/or maintenance requirements
- Instead of one large sculpture, we could look into 3 smaller sculptures arranged organically. Almost like a flower growing out of the ground.





Parker - Artist Statement

I gather people into democratic, communal rituals to explore systems of behavior, their variability across history, and their application to contemporary life. My projects include elaborate civic rituals for humans, animals, and machines; listening sculptures modeled after obsolete surveillance tools; and cathartic transportation symphonies for operators of cars, pedicabs, and bicycles. I work broadly with materials: primitive, analog, and digital instruments; amateur choirs and symphony orchestras; birders and church parishoners; bus drivers and pedicab fleets; urban bat colonies, honeybee hives, and flocks of grackles.

My current body of work focuses on the history of conflict through sound. I transform salvaged materials and vintage tools of war into instruments, listening devices, and visual scores. In turn, I use these pieces to facilitate performative situations between objects, participants, and viewers, all to promote catharsis, humor, and the simple act of listening deeply.

Description of project - Steve Parker

For the City of Ketchum's Fourth Street Heritage Corridor, I would be interested in creating an interactive sound sculpture. I'm interested in thinking about two possibilities.

Option 1: Creating a device called a Tubascope.

<https://www.steve-parker.net/war-tuba>

The Tubascope is a sculpture that works like a telescope for your ears. Modeled after obsolete WWII acoustic locators, the Tubascope is made from reclaimed and repurposed brass instruments that have been augmented with tubing and headphones. When used, the Tubascope helps a person focus their listening on specific, far away sounds that may have been otherwise unnoticed.

This sculpture builds on my past work and would invite Ketchum residents to take greater notice of the city's soundscape: the sounds of urban life, migratory birds, the rustling of trees, for example. I would be interested in augmenting this project with a series of illustrated listening games for kids or a curated set of soundwalks around town.

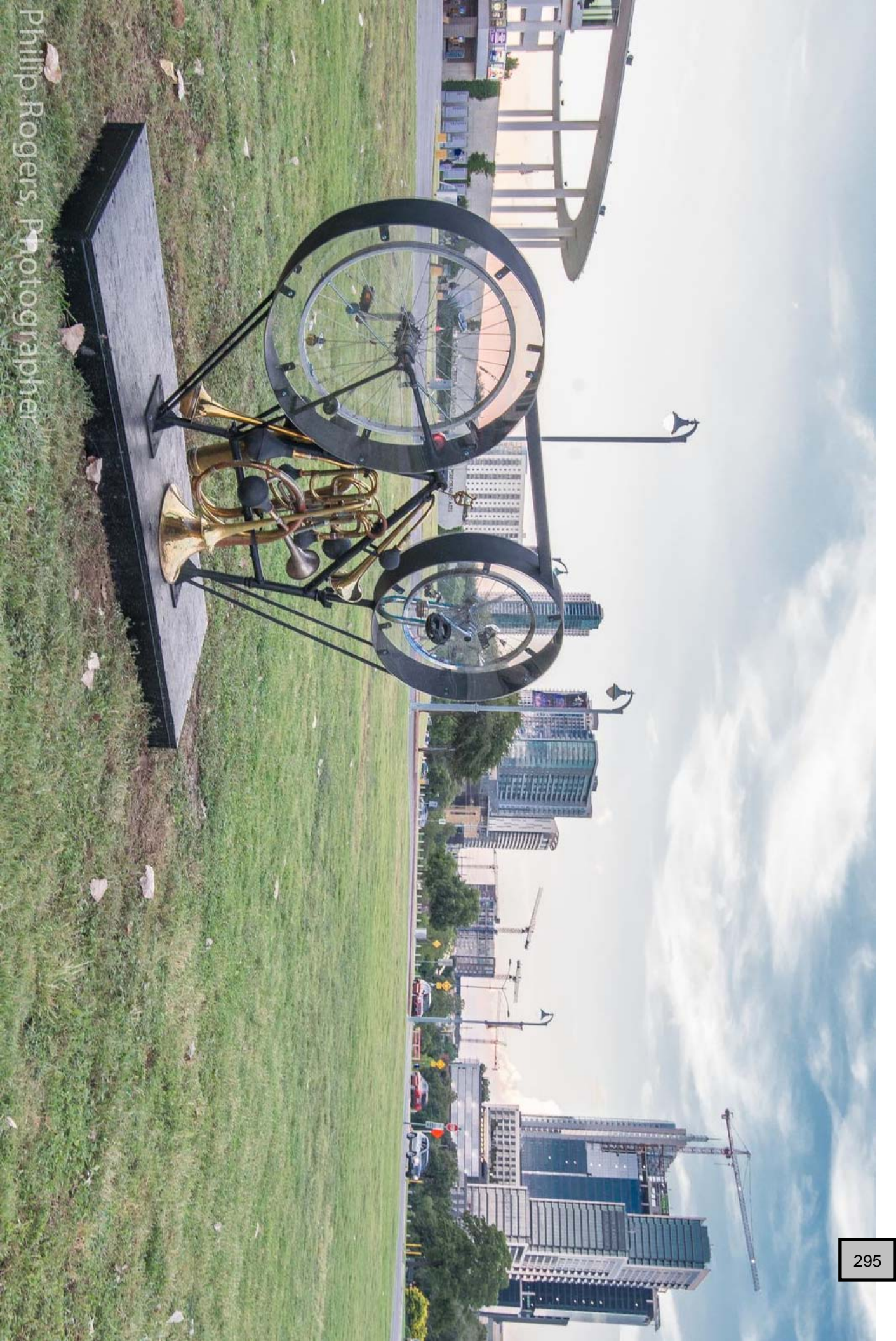
Option 2: Creating a "siren" that functions like a civic bell tower.

<https://www.steve-parker.net/sirens>

I would work with Ketchum residents to record solo voices singing the song, "Day is Done." Day is Done is a moving, poetic song sung to the tune of Taps. It's customary for people of many different walks of life to sing this song as a community ritual and a meditation. I would crowd source recording of locals singing this song and their voices would be broadcast at dusk every night, similar to a belltower. I would create a siren sculpture, like the one included in my work samples, to project this song daily.



Philip Rogers, Photographer



Philip Rogers, Photographer

Statement – Will Vannerson

I have developed a distinctive sculptural idiom that is organic, fluid, and abstract. I have created tubular, biomorphic metal pieces whose formal underpinnings include trees, roots, rhizomes, bones, organs, and Gothic architecture. There is a fascination with incremental change written into the work. The incremental aspect is key—the works suggest the passage of time acting in conjunction with growth and erosion, evoking a sense of permanence. My work is visually inviting, stately, and a bit weird.

On my daily walks to the studio through my neighborhood in midtown Kansas City, I find that I have made a landmark out of a particularly gnarled tree in a vacant lot—I am reminded how much of a role an exceptional object can play in placemaking. This tree has embedded in its form a section of a wrought iron fence that has long since ceased to enclose the lot. Here, I am made especially aware of the powers of growth and resilience. The intention of my work is draw in the viewer and cause them to take notice of the fascinating physical world they inhabit by way of the exaggerated physicality of sculpture. I want the forms to resonate within the viewer's own bodily awareness, and to encourage reflection and curiosity.

Ketchum Proposal – Will Vannerson

An aspect of the American West that one cannot help but notice is the ruggedness of the terrain and of the living things that inhabit this land. The forces that sculpt rocks over eons are the very same that guide certain exposed trees into wonderfully gnarled, fascinating forms during the courses of their lives. This is an example of experience being encoded within form, and I believe most people can understand this, as well as relate it to their own experience. We have all felt acted upon by hardship at one time or another, for different durations and with different levels of intensity, and part of what makes us unique individuals is how we persevere.

My proposal is for an abstract sculptural form that heavily references those lonely evergreens clinging to rocks on the upper slopes. Compact for their age, stunted by wind, they are true survivors. The aesthetic of these trees has been prized in the bonsai world for centuries (Google “bonsai shari”), one of the pinnacles of the practice being, though not without controversy, to successfully harvest one of these gnarled old trees and carry it down from the mountain alive.

I am picturing a swooping mass cantilevered from the pedestal at chest height that doubles back over itself as it branches apart and resolves itself somewhere around 8' above the ground. This would be a “landscape” orientation—parallel to the ground and horizontal in its principal dimension (this can be changed if, for example, the dimensions of the piece cannot overhang the pedestal). The primary visual impact will be the mass of the form in relation to the viewer, followed by the complexity and the organic nature of the form. The budget is a little tight for the work to be executed in stainless steel, but I hope this will ultimately be possible. In this case, my aesthetic preference would be for a brushed, satin finish rather than a high polish—one that would change with the light, but not create visual confusion.

Thank you for your consideration.

CITY COMMUNITY SCHOOL DISTRICT
EDUCATIONAL SERVICE CENTER







City of Ketchum
City Hall

December 16, 2019

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

Mayor Bradshaw and City Councilors:

**Recommendation to Approve Contract 20440 with Dennis Potts Project Management, LLC
For Construction & Project Management Services**

Recommendation and Summary

Staff is recommending the council approve Contract 20440 with Dennis Potts Project Management, LLC for construction and project management services and adopt the following motion:

"I move to approve Contract 20440 for \$185,856.00 with Dennis Potts Project Management, LLC for construction management services and authorize the Mayor to sign the Agreement."

The reasons for the recommendation are as follows:

- The City has secured voter approval to proceed with the bond-funded construction of a fire station.
- Construction management services were included in the \$11.5 million project budget.
- The City of Ketchum does not have the specialized resources to perform the work in-house and a competitive procurement was conducted in accordance with State Statute and City Policy.

Introduction and History

On November 5, 2019, voters in the City of Ketchum approved a ballot question concerning the construction of a fire station using the proceeds from a \$11.5 million bond sale. The \$11.5 million project budget included all project elements. A construction manager to act as the owner's representative throughout the project was identified as one necessary support contract.

Analysis

Because of its specialized nature, and the relative infrequency that it is required, the City of Ketchum has historically contracted out similar construction management work. So, on November 7, 2019, the City of Ketchum released a Request for Proposals (RFP) publicly on its website and also sent the documents to known construction project management firms. The RFP was additionally advertised in the Idaho Mountain Express on November 13 and 20, and continuously posted on several industry websites during the same period. On November 22, 2019, six proposals were received by the City of Ketchum.

A selection committee of staff from several departments reviewed and evaluated the proposals. A short-list of the most highly-ranked proposers was created and interviews were scheduled with three firms on December 9, 2019. As a result of the evaluations, Dennis Potts Project Management, LLC is being recommended to City Council for contract award.

Financial Impact

Construction management services were included in the \$11.5 million project budget.

Attachments

- Attachment A: Contract 20440

PROFESSIONAL SERVICES AGREEMENT #20440

This Professional Services Agreement ("Agreement") is made by and between the City of Ketchum, Idaho, an Idaho municipal corporation, organized and existing under the laws of the State of Idaho ("City"), and Dennis Potts Project Management, LLC ("Contractor").

RECITALS

To complete the fire station design and construction project Dennis Potts Project Management, LLC submitted a scope and fee estimate for construction management services. That scope and fee estimate, along with the original RFP and addenda, are incorporated herein and made a part of this Agreement by this reference and attached as Exhibit B.

WHEREAS, Contractor desires to provide construction management services for the Ketchum Fire Station Project pursuant to the terms and conditions hereof; and

Whereas, the City is empowered by Idaho Code section 50-301 to enter into contracts as may be deemed necessary to promote the welfare of the City and its residents, and to implement projects approved within the adopted budget; and

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

AGREEMENT

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

1. SCOPE OF WORK:

Contractor will provide the construction management services in accordance with the Scope of Work in Exhibit A which may generally be described as acting as the owner's representative through the design, construction, and commissioning of the fire station project.

2. AMOUNT AND METHOD OF PAYMENT: The City agrees to pay Contractor on a time and material basis not to exceed amount of \$185,856 for services rendered under this Agreement.

- a. Contractor shall maintain time and expense records and make them available to the City monthly and provide monthly invoices in a format acceptable to the City for work performed to the date of the invoice. Each invoice shall specify charges as they relate to specific tasks. Each invoice shall also specify current billing and previous payments, with a total of costs incurred and payments made to date.
- b. All invoices shall be paid by the City within forty-five (45) days of receipt of proper invoice unless no funds are available, then as soon as funds become available. Uncontested invoices paid after forty-five days may be subject to the statutory rate of interest pursuant to Idaho Code section 67-2302.
- c. If the services subject to a specific invoice do not meet the requirements of this Agreement as the City may determine, the City shall notify Contractor in writing and provide specific deficiencies in the work that do not meet the requirements. Contractor

shall have seven (7) working days to correct or modify the work to comply with the requirements of the Agreement as set forth in the City's written notice. If the City again determines the work fails to meet the requirements, the City may withhold payment until deficiencies have been corrected to the City's satisfaction or may terminate this Agreement for cause as set forth in Section 19 of this Agreement.

3. RIGHT OF CONTROL: The City agrees that it will have limited right to control or direct the details, manner, or means by which Contractor accomplishes the results of the services performed hereunder. Contractor agrees, however, that its other contracts and services shall not interfere with its performance under this Agreement. Contractor agrees to coordinate project schedules and respective commencements and deadlines the City Project Manager or City Administrator may establish.

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

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

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

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

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

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

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

provided herein.

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

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

13. TERM OF AGREEMENT: This Agreement shall commence as of the effective date specified in Section 30 and shall remain in effect until September 30, 2020 unless terminated by either party as specified as set forth in this agreement.

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

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

17. CHANGES: The City reserves the right to makes changes from time to time in the scope of services to be performed hereunder. Such changes, including any increase or decrease in Contractor's compensation, which are mutually agreed upon by and between the City and Contractor, shall be incorporated in written amendments to this Agreement.

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

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

20. TERMINATION OF AGREEMENT:

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

compensation for any work satisfactorily completed hereunder.

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

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

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

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

To CITY: City of Ketchum
Attn: Grant Gager, Director of Finance & Internal Services
P.O. Box 2315
Ketchum, ID 83340

To CONTRACTOR: Dennis Potts Project Management, LLC
Attn: Dennis Potts, Principal
PO Box 3007
Ketchum, Idaho 83340

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

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

24. INDEMNIFICATION: Contractor agrees to indemnify, defend, and hold harmless the City and its officers, agents, employees and City Council from and against all claims, losses, actions,

or judgments for damages or injury to persons or property arising out of or resulting from the negligent performances or activities of Contractor, Contractor's agents, employees, or representatives under this Agreement.

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

City of Ketchum
Attn: Grant Gager, Director of Finance & Internal Services
PO Box 2315
Ketchum, ID 83340
Telephone: (208) 727-5086

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

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

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

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

30. EFFECTIVE DATE: The effective date of this Agreement shall be the day this Agreement is signed by the City.

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

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

33. MISCELLANEOUS: Contractor has not been retained to supervise, direct, or have control over any contractor's work. Contractor specifically does not have authority over or responsibility for the

means, methods, techniques, sequences, or procedures of construction selected by contractor(s) for safety precautions and programs to the work of contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes, or orders applicable to contractor(s) furnishing and performing their work. Accordingly, Contractor can neither guarantee the performance of the construction contracts by contractor(s) nor assume responsibility for the failure of contractor(s) to furnish and perform their work in accordance with the contract documents.

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

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

CITY OF KETCHUM

CONTRACTOR – Dennis Potts Project Management, LLC

By: _____
Neil Bradshaw
Mayor

By: _____
Dennis Potts
Principal

DATE: _____

DATE: _____

ATTEST:

By: _____
Robin Crotty
City Clerk

DATE: _____

Scope of Work

General

Serve as the City’s Project Manager through the remainder of the building’s design, construction, and commissioning process. The goal is to provide consistent, transparent, and organized processes through the design, construction, and close-out phases. It is expected that responses to inquiries and requests will be provided within five (5) business days of delivery to Contractor. The project schedule is anticipated to be as follows:

| Milestone | Date |
|------------------------------|-------------------|
| CM Contract Award by Council | December 16, 2019 |
| Design Application to P&Z | January 2020 |
| Project Construction Start | May 2020 |
| Project Close-out | September 2021 |

The following duties will be required of the construction management services firm during each phase of the project:

Design Phase Activities:

1. Lead project through the City Planning and Zoning process.
2. Participation in community and City Council meetings if necessary.
3. Constructability analysis and technical review of design documents.
4. Creation and management of project budget, schedule, and risk register.
5. Value engineering at the 30%, 60%, 90% design stages, as well as post-bid.
6. Lead evaluation of the project delivery method and then manage the selection process (Design-build, CM-GC, DBB).
7. Bid review and analysis, including unit cost reviews.
8. Prepare contracts and agreements as necessary.
9. Assistance with selection of additional project contractors and consultants.

Design Phase Deliverables:

1. Successful management of project through design, construction drawings, and permit submittal and application.
2. Baseline project master schedule (all phases and contracts).
3. Baseline project budget.
4. Baseline project risk register.

5. Bid review and analysis

Construction Phase Activities:

1. Full time on-site project manager/superintendent including conduct of bi-weekly on-site project management meetings with minutes and action item logs.
2. Construction quality control monitoring including management of testing and inspections.
3. Management and documentation of the request for Information processes.
4. Change order management and documentation, including maintenance of the logs.
5. Project document management.
6. Contract administration support services.
7. Construction pay request, change order, and claim review and analysis.
8. Maintenance of project budget, schedule, and risk register.
9. Manage multiple contractors and manage construction activity staging and coordination.

Construction Phase Deliverables:

1. Monthly updates to project schedule, budget, and risk register.
2. Bi-weekly project report including all open RFIs and Issues.
3. Change Order log, including status.
4. Letter and communication log.
5. Analysis of claims submitted, including claim log.
6. Monthly construction pay request analysis

Close-out Phase Activities:

1. Perform final inspection and commissioning services.
2. Maintain project close-out punch-list.
3. Compile as-built drawings and documents for transfer to City.
4. Project close-out and warranty services.
5. Project-related expert witness services arising from claims.

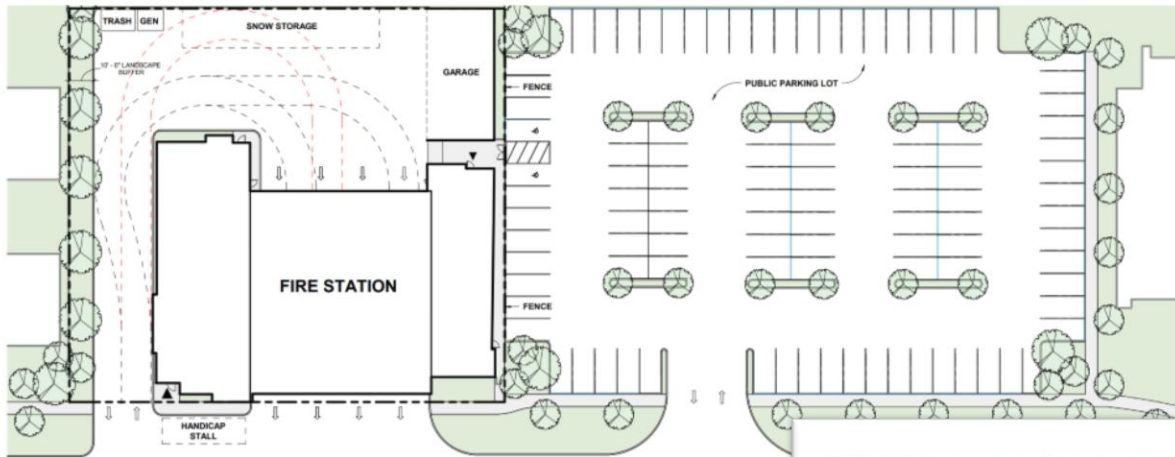
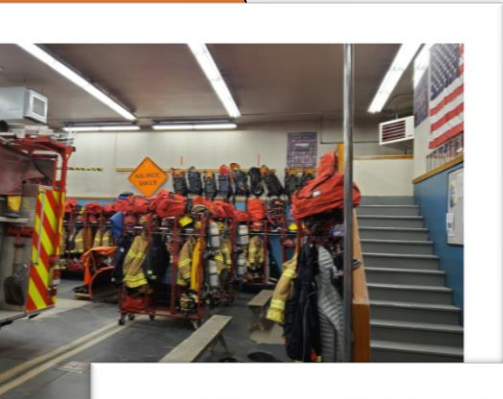
Close-out Phase Deliverables:

1. Punch-list of work to be completed upon substantial completion.
2. Final commissioning checklist.
3. Warranty status log and information.
4. As-built drawing compilation.



D P P M

PROJECT MANAGEMENT



Proposal for:
Ketchum Fire Station
November 22, 2019

DPPM Project Management
Ketchum Innovation Center
180 W. 6th St, Ketchum, Idaho
www.dppmll

Dennis Potts
President

DPPM Project Management



DPPM
PROJECT MANAGEMENT

PO Box 3007
Ketchum, ID 83340
dpotts@dppmllc.com
www.DPPM LLC.com

November 22, 2019

Mr. Grant Gager
City of Ketchum
480 East Avenue North
Ketchum, Idaho, 83340

Dear Mr. Gager,

It is with great pride and excitement that I submit our first proposal for a project in Ketchum. Having been in Elkhorn, Sun Valley for over five years and then deciding to strategically move our corporate headquarters from California to Ketchum last December, we have looked for the right time to offer our extensive construction management services to the community. I am a permanent resident of north Hailey since December 2018 and appreciate the opportunity to propose on a project close to home.

DPPM Project Management is a ten-year-old firm made up of sixteen project and construction managers around the country. Our people are primarily former contractors and architects, military veterans and business owners. Our firm has completed numerous LEED certified projects. Many have won design awards adding efficiency and sustainability value for our clients.

The attached proposal addresses four main points:

1. How we will validate and control the \$11,500,000 budget
2. Our advanced PMP methods of online communication, accountability and document sharing insure our team's collaborative and effective success.
3. Techniques we use to predict the project's timeline and make adjustments in order to meet the schedule
4. Our track record for overseeing and regulating the general contractor to reduce their ability to increase their fees through change orders.

With this project winning the public's vote on Nov 6 by such a small margin will require us to help the City show the voters that their funds are being protected and used effectively. The selected project manager will need to have documentation in place that tracks and reports out what decisions have been made and how they were made. Our extensive experience and proficiency at working on public projects demonstrates our effectiveness managing the full disclosure that is required. Our government funded clients include University of California, Los Angeles World Airports, County of Riverside and State of Idaho Health & Welfare.

Grant Gager
November 22, 2019
Page 2

We have compiled our answers in this proposal and have prepared additional documents that will be better presented in an interview setting. We look forward to the opportunity of sharing additional in-depth information about our proposal, team and organization as the selection process progresses.

Thank you for your consideration.



Dennis J. Potts
President, DPPM Project Management



**KETCHUM WAGON
DAYS SPONSOR**



Response to City of Ketchum Request for Proposal

SUMMARY

DPPM Project Management

COMPANY INFORMATION -

A SUMMARY OF OUR COMPANY. SEE ATTACHED “COMPANY PROFILE”

RESUME OF PROJECT LEAD - DENNIS POTTS. RESUMES ALSO ATTACHED FOR FOUR BACK-UP MANAGERS AND SUPPORT TEAM.

CITY AND STATE OF IDAHO BUSINESS REGISTRATIONS ARE ATTACHED

NUMBER OF YEARS **DPPM** HAS PROVIDED CONSTRUCTION MANAGEMENT SERVICES: TEN

ANNUAL VOLUME OF WORK FOR THE DPPM OFFICE TO SERVE THIS PROJECT WHICH IS THE HEADQUARTERS OFFICE

2019: \$85,000,000

2009 TO 2019: \$720,000,000

VOLUME OF WORK MANAGED BY DENNIS POTTS OVER THE PAST FIVE YEARS: \$260,000,000

PERCENTAGE OF PUBLIC VERSUS PRIVATE WORK OVER TEN YEARS:

PUBLIC WORK VALUE: 25%

PRIVATE SECTOR WORK VALUE: 75%

OVERALL FIRM WORKLOAD:

PRESENT WORKLOAD: The economy and DPPM have been doing well these past few years. We are currently 95% booked and supplement some requirements with part-time consultants.

FUTURE WORKLOAD: We recently finished our \$143MM project with University of California and another six commercial projects. We are pursuing new work to fill these voids. This Fire Station fits very well into our projected workload.

DESCRIPTION OF EXPERIENCE WITH CONSTRUCTION MANAGEMENT SERVICES:

WBS: WBS IS A MAIN COMPONENT OF PMP TRAINING. DPPM USES THIS STRUCTURE ON OUR BUDGETS - SEE ATTACHED SAMPLE BUDGET.

CPM METHOD OF SCHEDULING. OUR SCHEDULES MONITOR THE CRITICAL PATH ON A WEEKLY BASIS. OUR SCHEDULES ARE A DYNAMIC TOOL USED DURING MEETINGS TO

“Experience with Proven Results”



Response to City of Ketchum Request for Proposal

DPPM
PROJECT MANAGEMENT

SUMMARY

ILLUSTRATE ANY POTENTIAL CHANGES TO FINAL MOVE-IN WHILE IN THE REAL TIME OF A MEETING.

PROJECT EARNED VALUE MANAGEMENT ANALYSIS: WE ARE OUR CLIENT'S ADVOCATE IN ASSISTING WITH CASH FLOW ANALYSIS BASED ON PERCENTAGES OF COMPLETION.

CHANGE ORDER MANAGEMENT: OUR PHILOSOPHY TO KEEP CHANGE ORDERS LOW ARE TO HAVE COMPLETE PRICING DRAWINGS, CONTRACTOR BUY-IN USING DESIGN/BUILD AND DILIGENT REVIEWS OF EVERY CHANGE ORDER.

DOCUMENT CONTROL: THERE ARE MANY SOPHISTICATED PROGRAMS THAT WE USE AND WOULD EXPECT OUR CONTRACTORS TO USE, SUCH AS PROCORE (used on our County of Riverside libraries), BLUEBEAM (used on our University of California projects) and STORAGE PROGRAMS LIKE DROPBOX, BOX.COM AND ONE DRIVE.

DESCRIPTION OF EXPERIENCE IN SIMILAR PROJECTS

RELEVANT EXPERIENCE IN FIRE STATIONS OR BUILDINGS WITH OFFICE AND WAREHOUSE LAYOUTS:

Henkel Corporation. Office, warehouse and labs

Vyaire Medical. Office, high-pile warehouse and labs

Institute for Defense Analyses. Gov't offices, warehouse

Southern Calif Coastal Water and Research Project: Office, warehouse and labs

Kia Motors Headquarters and Car Testing: Office, warehouse and auto repair

Kia Motors Car Dealerships and Auto Repair: 260 facilities over a 4-year period

ASICS Headquarters: Office, warehouse and gym facilities

Masimo Corporation: Office and warehouse

Meggitt Defense Systems: Office and warehouse

PROVIDE THREE EXAMPLES OF PROJECTS DENNIS POTTS OVERSAW THAT WERE ON BUDGET AND SCHEDULE

Alliant Insurance Services, New York.

Brandman University, Fairfield.

University of California at Irvine, Irvine.

“Experience with Proven Results”



Response to City of Ketchum Request for Proposal

DPPM
PROJECT MANAGEMENT

SUMMARY

EXAMPLES OF WORK AND REFERENCES MANAGED BY DENNIS POTTS (MINIMUM OF 3)

1. Alliant Insurance Services, 101 Park Ave, New York. 76,000 sf over three floors in a complicated, union controlled high rise. Two move-in dates and 400 employees. Reference is Chris Ruzic on attached sheet.
2. ISTA Pharmaceuticals, 80 Technology Drive, Irvine. Relocated to a new building. Included corporate headquarters office, wet R&D pharmaceutical testing labs and warehouse. Reference is Rich Nichols on attached sheet.
3. Brandman University. Managed over twenty campuses in Washington and California over an eighteen-year period. Reference is Jay Warner on attached sheet.

PRICE PROPOSAL

SUBMITTED IN SEPARATE ENVELOPE PER THE ADDENDUM #1.

“Experience with Proven Results”

Ketchum | Newport Beach | Los Angeles | Atlanta | New York | Chicago



DPPM
PROJECT MANAGEMENT

Company Profile

DPPM Project Management

COMPANY BACKGROUND

Dennis Potts founded Dennis Potts Project Management, LLC in 2009 after 26 years in the architecture, construction and project management industries. DPPM is an award-winning full-service project management firm with headquarters in Ketchum, Idaho. We advise our clients through all phases of their project, from pre-transactional strategic planning through construction and move in to their new



Henkel Corporation

facility. Our team of project management professionals brings a wide range of expertise and experience in architecture, construction and real estate to work for you.



PHILOSOPHY

DPPM was founded on the belief that our clients' needs are of the utmost importance. Our entire team is committed to meeting those needs. As a result, a high percentage of our business is from repeat clients and referrals. We are strategically and purposefully not exclusively "aligned" with any real estate or development professionals or vendors or suppliers, which allows us to represent our client and their real estate team in a fully unbiased manner on each project.

"Experience with Proven Results"

Ketchum | Newport Beach | Los Angeles | Atlanta | New York | Chicago



Company Profile

DPPM
PROJECT MANAGEMENT

VALUE - PROVEN RESULTS

DPPM project managers, through proven results, have created systems and processes for achieving and measuring value for our clients.

We evaluate all service providers' qualifications and proposals and negotiate win/win contracts that allow the new team members to deliver above par service for a market based competitive price.



This excellent service is achieved two ways; through both our regional and national network of vendor relationships we are able to utilize purchasing power and by integrating our project managers fully into the service provider's scope we are able to eliminate unnecessary actions from the scope and share in some responsibilities with the service provider.




All of DPPM senior project managers have over 20 years of experience and through that experience we are able to implement "Best Practices" to each and every project. Through change order management we drive savings in both time and costs on all of our projects.



"Experience with Proven Results"

DPPM Project Management

U.S. Team

Steve Mandic
*CAFM and EP
INational*

Terri Mihalovich-Gerstner
*Controller
National*

Dennis Potts
*President
Ketchum based*


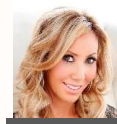

WESTERN REGION




Matt Watson
Boise based

Lisa Stumm
National

WESTERN REGION –DENVER / LOS ANGELES










Rocco Oriando
Denver based

Jennifer Hollis
Los Angeles based

Pat Turley
Los Angeles based

WESTERN REGION – ORANGE COUNTY

Russ McDaniel
OC based

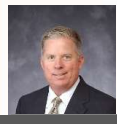
Fabrizio Villalobos
OC based

Jim Carr
OC based

Craig Siqueland
OC based

Robyn Fiene
OC based

WESTERN



Drew Goodman
Phoenix based

SOUTHERN

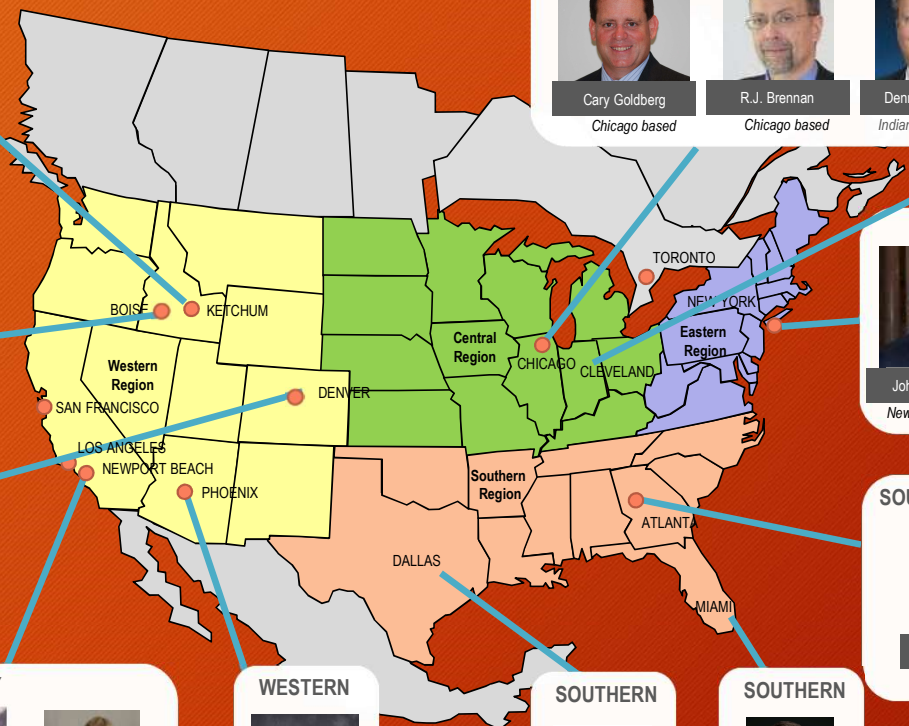


David Stack
Dallas based

SOUTHERN



John Clement
Miami based



CENTRAL REGION






Cary Goldberg
Chicago based

R.J. Brennan
Chicago based

Dennis Zoladz
Indiana based

CENTRAL



Chris Kontour
Cleveland based

EASTERN REGION




John Johnson
New Jersey based

Erika Irby
New Jersey based

SOUTHERN REGION



Richard Brakewood
Atlanta based

● INDICATES DPPM OFFICE

Project Team for Ketchum Fire Station



Dennis
Potts

PRINCIPAL -
PRIMARY
CONTACT



Russ
McDaniel

SHELL AND CORE
SPECIALIST



Cary
Goldberg

SENIOR
PROJECT
MANAGER



Matt
Watson

IDAHO
SPECIALIST –
FIELD VISITS



Terri
Mihalovich-
Gerstner

FINANCIAL
SUPPORT



Dennis Potts

President, Project Manager

DPPM Project Management • Real Estate Lic. 01486153

Direct 949.683.4994 • Fax 949.502.2997 • dpotts@DPPMLLC.com



DPPM
PROJECT MANAGEMENT

www.DPPMLLC.com

PROFESSIONAL PROFILE

CLIENTS REPRESENTED

- Adelphia / Time Warner
- Advanced BioHealing
- Alliance Space Systems
- ASICS America
- AutoGravity
- BlueCava
- Brandman/Chapman University
- CalOptima
- CalSurance
- Carbine Studios
- Church of Scientology, Intl
- DaVita HealthcarePartners
- Dynasty Financial/Corient
- E! Entertainment
- Emulex Corporation
- Endologix
- Ericsson
- Friedman, Billings, Ramsey
- Henkel Corporation
- In-N-Out Burger
- Institute for Defense Analyses
- International Rectifier/Infineon
- Ista Pharmaceuticals/Smith Nephew
- K&L Gates
- Kia Motors America
- LAWA (Los Angeles World Airports)
- Lower My Bills / Experian
- Maersk
- Masimo Corporation
- Meggitt Sensing Systems
- Nixon Peabody
- Rauxa Advertising
- The Rodman Group
- SCCWRP
- Steinberg and Moorad
- Sybron Dental / Danaher
- Turtle Rock Studios
- UCI
- Vyaire Medical
- Westwood Studios / EA

Dennis Potts founded DPPM after 26 years in the architecture, construction and project management industry. Mr. Potts' project focus is on national multi-site, build-to-suit and tenant improvements. His pre-transaction focus is on strategic due diligence, growth projections and site selection. Post transaction, he provides risk management, project management and construction management.

Mr. Potts has recently been the principal on the Los Angeles World Airports (LAWA) relocation from LAX to Century Blvd and an owner's advisor to Kia Motors America on their national dealership renovation program. He was the primary manager for CalOptima on their 125,000 sf 7-floor HQ relocation in Orange and their 40,000 sf expansion, Henkel Corp's 77,000 sf lab and HQ relocation, ISTA Pharmaceutical's 60,500 sf relocation and Chapman University's 18 campus re-branding to Brandman University plus recent sites in Portland, Palmdale and Roseville.

Up until 2009 Mr. Potts was Executive Vice President of Project & Development Services for the Orange County and Los Angeles offices of Jones Lang LaSalle. Prior to Jones Lang LaSalle's acquisition of The Staubach Company, Mr. Potts was the Principal of Design and Construction Consulting Services for Staubach's Orange County/Nevada/Utah office. He was previously Managing Director of Studley's project management services and Senior Associate/Project Director at Gensler.

"DPPM is built on the philosophy that project management should be provided by senior-level, experienced practitioners with skills to provide guidance and insight into the real estate profession. Reliable forecasting and risk management are the keys and those skills can only be learned through years of experience."

REPRESENTATIVE PROJECT EXPERIENCE

PROFESSIONAL ACCREDITATIONS and AWARDS

- California Real Estate Sales license
- California Architectural license
- Member of CoreNet Global (past president of Southern California Chapter)
- 2009 BOMA Orange County Building of the Year for Kia Motors North American HQ
- 2006 IIDA Caliber Award for Best Design on a Limited Budget for Studley office
- 2005 Pillars of the Industry Award for KTG Y - Best Student Housing Apartment Community (Award Winner - National Level)
- 2005 Gold Nugget Awards for KTG Y - Best Low Rise Apartment Project 1-3 stories (Merit Award) and Best Community Site Plan 15-99 AC (Merit Award)
- 2003 Gold Nugget Awards for KTG Y - Best On-The-Boards Site Plan (Grand Award)

- **LAWA Relocation - Phase 1, Los Angeles, CA:** Senior PM for the Phase 1 the relocation of approximately 80,000 USF of administrative offices on-site at LAX to locations off-site to make way for the automated people mover project. The relocation impacts multiple LAWA divisions, including its existing 100 fixed-seat board room. Responsibilities include design team management, overall project management, contractor and vendor procurement/coordination, construction management and move management for the multi-phase program.
- **Kia Gallery and Core Branding renovations:** Managing a national roll-out of 265 dealerships through four DPPM offices. Services include program management set-up and visiting every site numerous times to ensure brand compliance to exhibit Kia's new lines of luxury vehicles. On-going.
- **Henkel Corporation:** Project Management for site selection through construction. Involved in lease analysis, test fits, and budget preparation. Led the bidding and selection of architects, contractors, cabling subs and movers. Project is 77,000 sf and a project budget of \$7,000,000.
- **Advanced BioHealing:** \$3.7M wet lab renovation project. This is an on-site relocation and renovation of their Torrey Pines lab complex. Project involves clean rooms, refrigerated storage and chemical classification. Total project is 70,000 sf and will be constructed in phases
- **University of California at Irvine - Vista Del Campo:** Owner's advisor for all four phases of this student housing project. Primarily wood frame construction some of the structures are four stories tall and elevator-served. Total square footage is 3.8M sf and houses 6,000 students. The third phase received LEED-NC Gold Certification. Received Gold Nugget awards from the Pacific Coast Builders Conference, including a national Grand award. Phase Four is scheduled to be completed August 2019.
- **ISTA Pharmaceuticals:** A client since 2002, ISTA has expanded four times at their initial site and most recently we completed a 60,500 sf lab and headquarters office relocation. Services included project management, site selection, vendor selection and procurement.
- **Chapman University and Brandman University:** Project management for all campuses outside of the main Chapman (Orange) campus. Sites managed since 2001 have included Washington and California locations. For the recent conversion to Brandman University we combined talents with VenturePoint Development and managed the installation of new exterior signage at 18 locations in three months.
- **Church of Scientology:** Coordinated and managed numerous sites around the world. Selecting and hiring local project managers in Rome, Brussels, Melbourne, Sydney, Johannesburg, Durban, Harare and Bulawayo. Managed the Nashville and Dallas sites. Perform due diligence and site reviews in Harlem, Inglewood, South Central LA and Hemet.
- **Kia Motors Headquarters:** Managed the site selection, design and construction of the 235,000 sf headquarters building in Irvine. The project's overall budget was \$40.5M and included marketing center, automotive repair training center and executive offices. The building and it's designers (SOM/SF) won the 2009 BOMA Building of the Year for Orange County.

Note: Some projects are representative of those completed by Mr. Potts at DPPM and while at previous firms.

EDUCATION

- Bachelor of Architecture with honors, California Polytechnic State University, San Luis Obispo



Cary Goldberg

Senior Project Manager

DPPM Project Management

Direct 847-331-8435 • Office 949.502.2911 • cgoldberg@DPPMLLC.com



DPPM
PROJECT MANAGEMENT

www.DPPMLLC.com

PROFESSIONAL PROFILE

CLIENTS REPRESENTED

- XPO Logistics, Inc.
- Modagraphics, Inc.
- Midway Airlines, Inc.
- Smalley Construction Company
- Micro Med Machining
- The DeVILBISS COMPANY
- Lockheed Electronics., Inc.
- Zipatone, Inc.
- Curtis-Wright/Marquette, Inc.
- ITT SWF Auto-Electric
- AIRFOIL TEXTRON
- AERO MED, Inc.
- THE HERMAN Corporation
- Stryker Machine Products Company
- Barber-Colman Machine Tool
- Van Dresser Industries
- Globe Illumination
- Melfore Machine Company
- Cooperative Roofing & Siding
- Acumeter Laboratories, Inc.
- Clearing International, Inc.
- Valentec-Kisko
- Waste Controls Corp.
- Turbine Engine Components Textron
- R&D Machine Tool, Inc.
- Beaman Corporation
- Brock Telecom LTD. - Ontario, Canada
- Ozalid
- J. Lynmar Mfg. Inc.
- Qualico Metal Fab, Ltd. - Quebec, Canada
- Metal Stud Corp.
- R&M Metal, Inc. - Quebec, Canada
- C.C.I. Division of Magna Canada - Ontario Canada
- Towne Robinson Fastener Corp.
- Fordees Manufacturing Co.
- Blaw Knox Corporation
- Portable Elevator

Cary Goldberg utilizes 30 years of experience in diversified leadership roles including senior operations leadership, project management, construction management, facility management, quality systems management, asset management, environmental health & safety and turn around and workout services to provide effective project management and construction management services.

Mr. Goldberg recently led the global real estate program for Vyair Medical Inc., a multinational medical device manufacturer. This role included the oversight of 40+ facilities on five continents. In this role Mr. Goldberg managed construction projects in the United States for office and industrial spaces in excess of 270,000 sf. In addition, he managed construction and relocation projects internationally including a 50,000 sf international headquarters facility buildout and relocation in the United Kingdom.

From 1993 to 2013 Mr. Goldberg led facility management and construction for Accellent Inc. a multinational medical device manufacturer. This role included facility acquisition, management and construction. Projects during his tenure included construction of the company's corporate headquarters in Massachusetts, construction of four industrial facilities in Chicago totalling 150,000 sf, the Greenfield construction of a 50,000 sf industrial/office facility in Penang, Malaysia, the relocation of 4 business units and 5 major facility sunset projects. Mr. Goldberg received the company's "President's award for Excellence" for his service.



Matthew D.M. Watson, Ph.D, PMP
 Project Manager
 DPPM Project Management •
 Direct 208.881.3996 • MWatson@dppmllc.com



DPPM
 PROJECT MANAGEMENT

www.DPPMLLC.com

PROFESSIONAL PROFILE

CLIENTS REPRESENTED

- Auto-Trader
- Bechtel Corporation
- Cox Automotive
- Hewlett Packard Enterprise
- HP Inc.
- Idaho Central District Health
- Kelly Blue Book
- Mark Monitor
- Scentsy
- State of Idaho Health & Welfare
- United States Air Force

Matthew D.M. Watson, Ph.D., PMP, is the founder and Principal of 9m, an innovation consulting firm based in Boise, Idaho. He began his career in the United States Air Force as a forward-air-controller, serving in the invasion of Iraq with the 101st Airborne Division. Following Matt’s service, he worked with the Bechtel Corporation as an organizational development project manager and training director then later with Hewlett-Packard as a business strategy project manager.

He obtained his Bachelor of Arts in Organizational Leadership from Chapman University and Master of Arts in Learning Technologies from Pepperdine University. After spending the first half of his career specializing in organizational development, project management, and lean process improvements, Matt focused his craft on the creative and innovation processes while completing his Ph.D. in Global Leadership and Change at Pepperdine University. There he was able to refine his innovation go to market model while completing his research on the enablement of creativity.

Matt not only has over 20-years of Project Management experience, he has also taught project management extensively throughout corporate environment. In addition, he is the author of “From Global Vision to Agile Execution: A Proposed Planning Model,” “Fear and Loathing in the Accountable Culture,” “Common Strategies and Practices among Facilitators of Innovative Thinking in Organizations,” and “The Leadership That Facilitates Innovation.”

“DPPM is built on the philosophy that project management should be provided by senior-level, experienced practitioners with skills to provide guidance and insight into the real estate profession. Reliable forecasting and risk management are the keys and those skills can only be learned through years of experience.”

REPRESENTATIVE PROJECT EXPERIENCE

PROFESSIONAL ACCREDITATIONS and AWARDS

- Certified Project Management Professional (PMP)
- Certified Scrum Master
- Certified Lean / Six-Sigma Black Belt
- MBTI Qualified Administrator
- Awarded U.S. Army Commendation Medal for detailed coordination, planning, and combat supervision during Operation Iraqi Freedom
- Awarded U.S. Air Force Commendation Medal for project management of the creation of the local standards and evaluation training program

- **Logistics Vendor Project** - Senior PM for the transition to a new North American logistics provider for HP Inc. resulting in the opening of 5 additional warehouses and a reduction of \$2.6M in annual shipping costs.
- **Consumer Sales Elimination** - Senior PM for the strategic planning and change management to outsource the consumer sales process to an offshore third-party provider to enable investment in small to medium business sales resulting in an annual \$250K cost savings and \$45M revenue increase for HP, Inc.
- **Telecom Upgrade** - Senior PM for the company wide transition from a landline telecom infrastructure to a VOIP telecom provider. Converted over 300 globally based HP Inc. call centers.
- **Small-to-Medium Business Inbound Sales Project** - Senior PM for the evaluation and implementation of inbound sales via call center, affiliate, and chat acquisitions resulting in an incremental \$65M annually for Hewlett Packard
- **Learning Management System** - Senior PM for the implementation of the \$1.6M Training Partners Software designed to implement a learning management system onto a SCORM compliant platform.
- **Training Facility Upgrade** - Senior PM that retrofitted the practical training area overhauling 10,000 square feet of space for Bechtel.
- Executed the \$2.2M **Attrition Mitigation Project** consisting of leading an executive level response plan to drive organizational attrition levels from 13% down to 3% at Bechtel.
- Note: Some projects are representative of those completed by Dr. Watson at DPPM and while at previous firms.

EDUCATION

- Doctor of Philosophy, Global Leadership and Change, Pepperdine University, Malibu, California
- Master of Arts Learning Technologies, Pepperdine University, Malibu, California
- Bachelor of Arts Organizational Development, Chapman University, Orange, California



Rocco Orlando
 Project Manager
 DPPM Project Management
 Direct 310.744.5446 • Fax 949.502.2997
 rorlando@dppmllc.com



PROFESSIONAL PROFILE

www.DPPM LLC.com

CLIENTS REPRESENTED

- Kia Motors America
200+ Dealers (West/North East/Midwest/North East Regions)
- DaVita Healthcare Partners, Irvine. 70,000 sf
- Nixon Peabody Law Firm
One Cal Plaza 3 Floors
- Brandman University, Palmdale. 9,500 sf
- Brandman University, Roseville.10,500 sf
- Brandman University, Portland. 15,000 sf
- Modern Health, Garden Grove. 15,000 sf
- Rauxa Advertising, Costa Mesa. 12,000 sf
- Rally Sport, Boulder, CO 30,000 sf
- Apex Coaching 5,000 sf
- Power House Cycling Studio 2000 sf
- Orlando Investments, Breckenridge, CO 5200 sf

United States Army: Ten years as an officer in the United States Army, including two combat tours in Afghanistan, Rocco brings exceptional leadership and team building skills. With a proven track record in managing a wide range of personnel in a task oriented, time-restricted environment, Rocco brings a strong and focused work ethic to any team.

Kia Motors America: Project Lead for Kia’s Electronic Vehicle Rollout 2015 to over 200 dealers across the country. The project included the installation of Level II and Level III DC Fast Chargers at all participating dealers. The DC fast chargers can charge a vehicle in 15 minutes, requiring a tremendous power infrastructure to be retrofit into current dealerships. Rocco kept each dealer on track with their city planning and permitting, the bidding of construction and finally the approval and signoff from Kia headquarters.

DaVita HealthCare Partners:

Project Co-Lead for DaVita’s relocation to El Segundo, CA after the purchase of HealthCare Partners. Rocco was responsible for the architect and general contractor bidding, the lead in weekly construction meetings, as well as the on-site evaluations of construction progress for DaVita.

Brandman University:

Project manager for the construction and relocation of Brandman’s Palmdale, Portland and Roseville campuses. Services included overseeing the architectural process, general contractor bidding and selection as well as the oversight of construction including weekly meetings. Rocco negotiated a favourable revision to the City-approved signage program, as well as the bidding of technology installation. Acted as DPPM’s field representative during the construction phase.

CLIENTS REPRESENTED

- Kia Motors America
200+ Dealers (West/North
East/Midwest/North East
Regions)
- DaVita Healthcare Partners,
Irvine. 70,000 sf
- Nixon Peabody Law Firm
One Cal Plaza 3 Floors
- Brandman University,
Palmdale. 9,500 sf
- Brandman University,
Roseville. 10,500 sf
- Brandman University, Portland.
15,000 sf
- Modern Health, Garden Grove.
15,000 sf
- Rauxa Advertising, Costa Mesa.
12,000 sf
- Rally Sport, Boulder, CO
30,000 sf
- Apex Coaching
5,000 sf
- Power House Cycling Studio
2000 sf
- Orlando Investments,
Breckenridge, CO
5200 sf

Nixon Peabody Law Firm

Project Co-Lead for Nixon Peabody's \$35M relocation to the top 3 Floors of One California Plaza in downtown Los Angeles. Rocco was responsible for the general contractor bidding as well as running the weekly meetings, along with working with the One Cal Plaza managerial team and coordinating the construction logistics for one of the busiest properties in Los Angeles. This project won multiple awards including AIA Diamond as well as being the centerpiece for several architectural publications.

Orlando Investment Properties, Breckenridge, CO:

Property development, with a "studs out" rehab project in the heart of the Breckenridge Ski Resort. Rocco effectively conducted market research before purchasing the property with the greatest upside and security. He led the remodel of the 5,200 sq ft project, starting with his ideas and the implementation of his design intent. Project included competitively bidding the general contractor and architect, and the daily oversight of the construction. Rocco sold the development at a profit, even considering the stringent requirement to exclusively use local labor from the summit country region.

Education

Bachelor of Science, Business Administration - Pepperdine University, Malibu, CA

Achievements

Ranger School Graduate 2010

Army Airborne Paratrooper

Army Bronze Star OEF X

Completion of SF "Q Course" and Assignment to 1st BTL 10th Group Special Forces



Russ McDaniel
 Senior Development Manager
 DPPM Project Management
 Direct 949.331.0992

rmcdaniel@dppmllc.com



DPPM
 PROJECT MANAGEMENT

PROFESSIONAL PROFILE

www.DPPMLLC.com

CLIENTS REPRESENTED

- Arden Realty
- Art Center College of Design
- ASICS America
- AT&T
- Bacara Resort & Spa
- Beverly Hills Hotel & Spa
- BMW
- CBS
- Children's Hospital Los Angeles
- Cipriani Hotels
- E! Networks Studios
- Fox Entertainment Group
- Gensler
- Glen-Glenn Studios
- Greystone Communications
- Hilton Hotels
- IMAX Corp.
- International Rectifier
- Kia Motors America
- Kings / Lakers
- KTLA
- LAUSD
- Liberty Livewire Corp.
- Lockheed / Martin
- Los Angeles Dodgers
- Los Angeles World Airports
- Maguire Thomas Partners
- Masimo Corporation
- Malibu Beach Inn
- Meggitt Sensing Systems
- Newport Orthopedic Institute
- Norton Simon Museum
- Pepperdine University
- Pizza Hut/KFC/Taco Bell
- Regent Beverly Wilshire
- Sony Pictures Entertainment
- So. Cal. Gas Co.
- Toyota Motor Sales
- The Walt Disney Co.
- UCLA and USC
- Verizon
- Virgin Atlantic Airlines
- Warner Brothers
- WD Medical Office Building

Russ McDaniel joined DPPM in 2011, adding significant depth to its high-rise, design-build and construction expertise with over 25 years of solutions-driven, turn-key Project Management services to an extensive list of industries and clients. His expertise proves valuable to securing projects and adding such specialties as value engineering, design-build and innovative construction solutions. Mr. McDaniel maintains a hands-on, focused approach with each of his clients, and his estimating background is invaluable for developing and maintaining precise and complete program budgets.

In 2009 Mr. McDaniel co-founded RMSCM with partners to provide comprehensive project management services in both public and private market sectors. Prior to starting RMSCM, Mr. McDaniel was a partner for eleven years in The RMS Group, Inc. and for five years as a partner in Tectonics Construction, Inc.

Prior to working with Tectonics, Mr. McDaniel spent over five years as a Project Manager for Turner Construction Company. Mr. McDaniel's responsibilities consisted of project management, project engineering, project superintendent, marketing, and estimating. He developed his expertise on projects including high-end tenant improvements, theatre and studio renovations, post-production facilities, office buildings and high-tech specialty build-outs ranging in size from \$450,000 to over \$35,000,000.

REPRESENTATIVE PROJECT EXPERIENCE

- California Licensed General Contractor, California, Nevada, Arizona.
- Member of Construction Management Association of America (CMAA)
- Member, Newport Beach Chamber of Commerce
- 2009 and 2010 LABC Architectural Award winner in Sustainability for both Concept and Completed Project - Camp Emerald Bay - Boy Scout Eco Cabin
- 2006 LABC Architectural Awards for Community Impact and Sustainability, Ashes & Snow Nomadic Museum
- **Kia Motors America.** PMO services to represent the Western Region and all Gallery Projects in the region. Co-led the Program Management portion of the Program as well.
- **Bob Smith BMW in Calabasas.** Managed the construction of a 62,000 sf building with parking on the roof deck on a 5-acre lot. Dealership included 12 service bays and a Ground up 2 story building. Built in 2004
- **Ashes and Snow:** Program Director for a 56,000 square foot Nomadic Museum using a “green” building design constructed of empty railroad shipping containers. The design included a custom extruded aluminum/tent roof structure and used sustainable materials, shipping containers, cardboard Sono tubes, re-claimed wood, local gravel and sands to create a temporary museum structure. The project and The RMS Group won several awards for the design and build.
- **Bacara Resort and Spa:** Program Director for renovation of an exclusive California resort and spa. The project included room renovations and complete building skin replacement, completed while the resort remained open. Work was completed without disturbance or inconvenience to guests or staff. All spa facilities and two (2) pools were upgraded. Work included demolition, waterproofing, restaurant facilities, health center facilities, guest rooms, door and window replacement.
- **Pizza Hut / KFC / Taco Bell:** Multi-site roll out program that included new construction and renovations for over 80 retail site in the Western US.
- **Liberty Livewire Corporation:** 20,000 sf of tenant improvements. This is the corporate headquarters located in Santa Monica. The project consisted of core and shell improvements, high-end millwork, custom carpet, doors, frames and glass. Comparable to a high-end law firm space.
- **Sony Pictures Entertainment:** Construction of multiple projects on and off lot in Culver City including a ground-up 3-story post-production building, executive offices and film-specific facilities such as Spiderman post-production administration offices. Implemented the first-ever design build delivery for Sony, which include a \$4-million multi-project package for multiple end-users.
- **AT&T Customer Service Center:** 52,000 sf tenant improvement in a downtown Los Angeles office building. The project consisted of 2 full floors of corporate office space that was completed in 12 weeks. The floors were turned over to the owner in phases to allow them to install their equipment. Los Angeles, CA
- **Newport Orthopedic Institute (NOI):** General Contractor for new 44,000 square foot orthopedic medical offices and outpatient surgery center, featuring four state-of-the art operating rooms, pre-op and post-op patient areas and complete sterilization facility. The medical office facility includes 35 exam rooms, two GE X-Ray suites, a GE MRI suite and a PT center.
- **Lockheed / Martin:** 125,000 sf tilt-up building and full build-out for research and development facility at the Palmdale, California facility. Project was fast-tracked for completion in 8½ months following contract award.
- **Sony TCSOB:** General Contractor for construction of new 27,118 sf building for animation and production space - building is located on an operating campus, which requires extensive coordination with the tenants and surrounding neighbors. Culver City, California.

Note: Some projects are representative of those completed by Mr. McDaniel while at previous firms

EDUCATION

- Bachelor of Science, Colorado State University, Ft. Collins, CO





Terri Mihalovich-Gerstner

Financial Controller

DPPM Project Management

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DPPM
PROJECT MANAGEMENT

www.DPPMLLC.com

PROFESSIONAL PROFILE

INDUSTRIES

- Agriculture
- Apparel & Jewelry
- Automotive
- Construction
- Financial Services
- Health Care
- Hospitality
- Manufacturing & Distribution
- Not-for-Profit Organizations
- Professional & Business Services
- Real Estate
- Technology & Life Sciences
- Veterinary Services
- Wealth Services

ENTITIES

- Corporations
- Estates and Trusts
- Individuals
- Limited Liability Company
- Limited Liability Partnership
- Not-for-Profit
- Partnerships

CONSULTING SERVICES

- Business Consulting
- Due Diligence Services
- Forensic Accounting & Investigative Services
- Mergers & Acquisitions
- Research Services
- Software Selection & Implementation
- Strategic Business Planning
- Succession & Transition
- Valuation Services

Terri is an extremely knowledgeable and experienced Financial Controller, with over 25 years of demonstrated excellence in providing first-rate accounting services. As Founder & Owner of Mihalovich-Gerstner Accounting & Bookkeeping Service, Terri has provided support for several clients, first in the Tucson, AZ area where the business originated, and then Southern California when the company was successfully relocated in 1996. Terri has worked for DPPM since its inception in 2009. With a public accounting firm background, Terri has the expertise and knowledge to provide the client's attorney, certified public accountant (CPA) or certified financial planner (CFP) with the proper documentation to facilitate their financial advisement, tax planning and tax preparation efforts. She has played a pivotal role during the merger and acquisition activities of two different U.S. based businesses partnering with Global companies. Additionally, Terri has helped several companies gain control over their accounting systems and financial situations, clearing up process bottlenecks and procedural errors along the way, while implementing organized and detailed methods for maintaining institutional control and management oversight.

Terri's high quality of work and impressive attention to detail, have made her a valued asset for numerous businesses and high net worth individuals. She regularly makes it a point to be very responsive to each client's situation, and tailor an individual program that best addresses the client's specific needs as it relates to job tasks, work schedules, location (offsite in her offices or in the client's office), and any other unique client requirements. Consequently, Terri's clients are assured of receiving the kind of specialized service and support that will clearly achieve their goals and objectives in a timely manner, which in turn has promoted very long-term and highly successful working relationships.

"I take great pride in providing accurate and timely financials on every project. Detailed bookkeeping is critical on single 10,000 sf office projects to 220 site automobile dealer upgrades. Working directly with our Clients' accounting staff provides our team a clean and direct budgeting and invoicing process"



Client List

DPPM PROJECT MANAGEMENT

At DPPM our clients are our most valued resource. Listed below are clients that DPPM project managers have completed projects both at DPPM and prior to joining DPPM.

SELECT CLIENT LIST

- Advanced BioHealing
- Alex Brown & Sons, Inc., Los Angeles
- Alliance Space Systems
- American Property Hospitality Management
- American Realty Advisors
- Anadys Pharmaceutical
- Apria
- Asher/Gould Advertising Corp. Hdqtrs., Los Angeles
- ASICS America
- A.T. Kearney, Costa Mesa
- AT&T
- Bank of America
- Bank of New York/Ohio Savings Bank
- Bechtel Corporation
- Best Life
- BNC Mortgage
- Bozell/Salvati, Montgomery, Sakoda, Costa Mesa
- Boeing
- BlueCava
- Brandman University
- Bruck and Perry (now K&L Gates)
- CalSurance
- CalOptima
- Carbine Studios
- Carrier Corporation
- Catholic Healthcare West Headquarters, Pasadena
- CBRE Investors
- CH2M Hill
- Chapman University
- Church of Scientology
- Columbia Square restaurant on Sunset
- Comerica Bank
- Continental Graphics

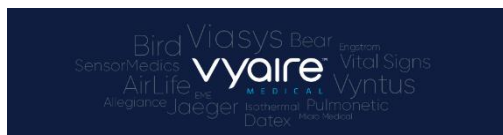


Los Angeles Times





- Continental Bank - Private Banking, Los Angeles
- Cortex Pharmaceuticals
- Crespi Carmelite High School
- DaVita
- E! Entertainment
- Emulex Corporation
- Endologix
- ENVIRON
- Exult Corporation
- Ericsson
- Evangelical Christian Credit Union
- Ferruzzo and Ferruzzo
- First Interstate Bank, Brentwood
- First Interstate Bank, LaCienega Branch, Los Angeles
- FMV Opinions
- Friedman, Billings, Ramsey
- FTDS
- Gentiva Healthcare
- Henkel Corporation
- HID Global
- IEC/UEI
- Infineon
- In-N-Out Burger
- Innocean Worldwide
- Intercommunications
- International Rectifier
- Institute for Defense Analyses
- ISTA Pharmaceuticals
- J.H. Whitney & Co.
- HealthCare Partners (now DaVita)
- Home Savings of America Tower, Interior Code Renovations
- Kenwood U.S.A.
- Kerlan Jobe Orthopaedic Clinic
- Kia Motors America
- LaSalle Investment Management
- Long Beach BMW
- Main Electric Supply
- Maersk
- Masimo Corporation





- McCarthy Construction, Newport Beach
- McDonnell Douglas Corp, San Jose
- Meggitt Defense Systems
- Merrill Lynch
 - Thousand Oaks
 - Century City
 - Rancho Santa Fe
 - National Account
- Met Life Investors, Newport Beach
- MGM Mirage Design Group
 - BRAND Steakhouse, Monte Carlo
 - Diablo's Cantina, Monte Carlo
 - Fat Bob's BBQ
 - Tangerine Night Club, Treasure Island (now closed)
 - Shintaro, Bellagio (now closed)
 - Hide
 - Yellowtail Japanese Restaurant & Lounge, Bellagio (Light Group)
- Mitsubishi Electronics
- Modern Health
- neoBrands
- Newline Cinema, Treasure Island (now closed)
- Newport Harbor Nautical Museum
- Nextel
- Nixon Peabody
- Nortel Networks
- Northern Trust Bank
- NovaCare Rehabilitation
- Old Republic Construction Programming Group
- Old Republic Title Group
- Omni West
- Oppenheimer, Wolf and Donnelly
- Option One Mortgage
- OptoSigma Corporation
- Out-Spoke-N
- People's Choice Home Loans, Inc.
- Pepperdine University
- PG&E
- Pricewaterhouse Coopers, San Diego
- Quartz





- Quest Software
- Quest Nutrition
- Rauxa Advertising
- Rabobank
- Red 5 Studios
- Savings of America, LaSalle branch, Chicago
- SCAN Health Plan
- Secova (now Ultralink)
- Soka Gakkai International
- Source Interlink Media
- Southern California Coastal Water Research Project
- Sybron Dental
- T. Rowe Price, Tampa
- Tangram Interiors
- The Equitable, Newport Beach
- Time Warner Cable
- TPG Capital Group
- Time Warner Cable
- Toyota
- UCI Medical Center
- Union Square Investment Company
- University of California, Irvine
- United States Ski and Snowboard Association
- US Consumer Banking Group (Division of Citibank), San Francisco
- US Healthworks
- Vyaire Medical
- Washington Mutual, Newport Beach
- Wedbush Morgan Securities, Newport Beach
- Westwood Studios (now Electronic Arts)
- Whirlpool





By Category

Bio Tech and Medical

- Advanced BioHealing
- Advanced Tissue Sciences - R&D with Clean Room
- Anadys Pharmaceutical - R&D
- Apria Healthcare
- Brandman Nursing School
- CalOptima PACE - Clinic
- Catholic Healthcare West
- Cortex Pharmaceuticals - Vivarium
- Endologix
- Henkel Corporation - simulated Class 10,000 Clean Room
- ISTA Pharmaceuticals (now Bausch Lomb)
- Kerlan Jobe Orthopaedic Clinic
- OptoSigma - Class 1,000 Clean room
- Sybron Dental - Clean Room
- US Healthworks - Cord Blood Bank



rauxa

Educational

- Chapman University
- Brandman University
- University of California at Irvine
- Pepperdine University
- International Education Corporation/UEI Colleges



Retail/Hospitality

- American Seating Showroom
- Bank of America branch
- Merrill Lynch retail branches
- Banana Republic, Prototype and three locations
- Beverly Hills Polo Club (Prototype)
- Bloomingdales Area Expansion
- Brooks Brothers Remodel
- Cal's Camera and Video
- Columbia Square Restaurant on Sunset
- Grand Avenue Garage/Maguire Thomas Partners, 14-story mixed use parking facility
- Homechef
- Hugo Boss



- Internet System for Lease Tracking (CAD-PMP), Fashion Island
- Irvine Company Retail at Fashion Island
- MGM Mirage Design Group
- Mont Blanc
- Newport Harbor Nautical Museum
- Out-Spoke-N retail stores
- South Coast Plaza Mall Renovation
- Sunset Strip Plaza
- Tangram Interiors Showroom and Office
- The Arcade, reuse of 3 theaters and historic landmark
- The Gap, over 30 locations
- White Rabbit Children's Bookstore



Architecture

- Avian Court, Irvine
- T. Rowe Price, Tampa
- Samson the Bear Exhibit, Orange County Zoo
- Downtown West Medical Office Building
- UCI Vista del Campo, all four phases

High Tech Facilities

- GTech Corporation Computer Centers, Whittier & Sacramento
- Pacific Gas & Electric, Gas Control Centers and Computer Facilities

Law Firms

- Bruck & Perry, Newport Beach
- Clausen Miller, Newport Beach
- Feldman & Rothstein, Pasadena
- Ferruzzo and Ferruzzo, Newport Beach
- Jones Walker, New Orleans
- Knobbe, Martens, Olson and Bear
- K&L Gates, Irvine
- Landels, Ripley & Diamond, San Francisco (winner of law firm design of the year - ABA Journal)
- Mudge Rose Guthrie Alexander & Ferdon, Los Angeles
- Nixon Peabody, Los Angeles
- Oppenheimer Wolff & Donnelly, Century City
- Oppenheimer Wolff & Donnelly, Newport Beach
- Waldron & Olson, Newport Beach



WHAT OUR CLIENTS HAVE TO SAY

"I enjoyed working with the DPPM Team and would welcome the opportunity to work together again in the future."

— Michael T. Reilly, Ph.D., Vice President, Global Operations, Henkel Corporation

"We have worked with Dennis on several projects as we have expanded our offices. His knowledge and ability to work with our team and within our budgets is extremely valuable."

—Kathleen McGinley, Vice President HR & Corporate Services, ISTA Pharmaceuticals

"I have known Dennis as a friend and colleague for more than ten years. In real estate, he has always impressed me with his dedication to projects and clients. His knowledge of real estate markets and real property issues is extensive."

—Jane F. Hoffner, Managing Director, Bascom Portfolio Advisors

"Dennis & Rob were instrumental in getting us low cost competitive bids for our space utilization project. They were instrumental in ensuring the timelines were met and provided key expertise during the bidding process."

—Bill Moran, Facility Manager, Advanced BioHealing

"Dennis is his client's "trusted advisor", bringing strategy and expertise to a variety of projects, from his wealth of experience stemming from both the architect's and project manager's perspective. Dennis leads his projects with patience, organization and collaborative team spirit, all with a warm demeanor and great sense of humor. I welcome any opportunity to work with him and his selected team anytime!"

—Robyn Taylor, r.taylordesign, (project designer for Out-Spoke-n)



Shell and Core Experience

West Downtown Medical Office Building – 60,000 sf steel-frame four-story building with a nine-story adjacent parking structure

Masimo Corporation – 40,000 sf new exterior construction in conjunction with 235,000 sf tenant improvement

Kia Motors Headquarters – 235,000 sf marketing center, automotive repair training center and executive offices. LEED Silver

Sony – 45,000 sf ground up production building including avid rooms, edit bays and graphics facilities (digital animation) and 125,000 sf renovation of the Digital Animation studios

Fox Studios - Broadcast Facility - construction of 2 sound stages and live broadcast facilities for Fox Sports including Satellite uplink

University of California at Irvine – Vista Del Campo: Owner’s advisor for all four phases of this ground-up student housing project. Some of the structures are four stories tall and elevator-served. Total square footage is 3.8M sf and houses 6,000 students. LEED Platinum and Zero Carbon Footprint.

Vyaire Medical – 100,000 sf of office and labs. Significant processed piping and electrical distribution. LEED Silver

Lockheed / Martin: 125,000 sf tilt-up building and full build-out for research and development facility at the Palmdale, California facility. Project was fast-tracked for completion in 8½ months following contract award.



Progress photos of the “soon-to-be-completed” WDMOB and parking structure.

- - Some work above done by Dennis Potts and Russ McDaniel at previous firms

REFERENCES

DPPM Project Management



November 22, 2019

1. Jay Warner
 - Assistant Vice Chancellor of Real Estate and Facilities
 - Brandman University
 - 16355 Laguna Canyon Road
 - Irvine, CA 9261
 - (949) 341-9835
 - warner@brandman.edu
 - a. Project: Numerous Brandman campuses, including medical simulation labs and classrooms, in Washington and California over a twelve-year period.
2. Gary Thomas
 - Director of Facilities
 - CalOptima
 - 505 City Parkway
 - Orange, CA
 - (714) 246-8834
 - gthomas@caloptima.org
 - a. Projects:
 - i. three phases of office buildout totaling 180,000 sf over five years.
 - ii. CAFM (CADD sf allocation) services for on-going facility management
3. Rick Nichols, Aerie Pharmaceuticals (formerly of (Bausch and Lomb/ISTA Pharmaceuticals lab)
 - Facilities Director
 - 157 Technology
 - Irvine, CA 92618
 - (949) 788-5339
 - rmtnichols@att.net
 - a. Project: ISTA Pharmaceuticals HQ and R&D Labs. 60,000 sf
4. Chris Ruzic
 - Global Director of Real Estate
 - Alliant Insurance Services
 - 1301 Dove St., 2nd Floor
 - Newport Beach, CA 92660

(949) 660-8171 – work

(949) 689-9116 – cell

chris.ruzic@alliant.com

a. Projects:

- i. Healthcare Partners headquarters relocation from Torrance to El Segundo. 183,000 sf. Critical move-in date of December 31, 2015.
- ii. Alliant Insurance, 101 Park Ave., floors 12, 14 and 18, New York. Critical move-in August 23, 2019 and October 14, 2019.

5. Diane Coles Levine

Former Director, Workplace Solutions

SCAN Health Plan

3800 Kilroy Airport Way

Suite 100

Long Beach, CA 90806

(562) 449-8998

dcoleslevine@outlook.com

a. Projects:

- i. ASICS Headquarters, 80,000 sf Irvine
- ii. PACE Program of All-Inclusive Care of the Elderly Center, Long Beach. 25,000 sf. OSHPD 3 Facility

6. Nicholas Stellman

COO

AutoGravity

15495 Sand Canyon Road

Irvine, CA 92618

(949) 345-5379

a. Project: AutoGravity Headquarters, 45,000 sf Irvine



Kia Motors America Headquarters, Irvine, CA

Challenge:

- Manage the site selection, design and construction of the 235,000 sf headquarters building.
- Create an image consistent with Kia Motors' rapidly growing reputation of automotive design and quality.

Strategy:

- Identify and Engage a Recognizable World-class Architect
- Utilize the large employee base to gain significant support from City economic developers
- Integrate the Kia Motors' international culture into a landmark facility

Results:

- After an extensive search and interviews, internationally-recognized San Francisco-based SOM (Skidmore, Owings and Merrill) was hired as the lead architect.
- The scope of the project's overall budget of \$40.5M included Kia's key components of marketing center, automotive repair training center and executive offices.
- The City of Irvine's mayor, city council and economic development team actively supported the project and coordinated both a highly publicized ground-breaking and grand opening ceremonies.
- In travels to Seoul, Korea, the team determined that the key element of the "arch" was significant in the Kia Motors' culture. The arch was translated into the 50' high steel-and-glass car showroom and entry lobby connecting the two tilt-up office structures.
- For prestige and market presence, the building and it's designers won the 2009 BOMA Building of the Year for Orange County among numerous other awards.

Reference:

Cathy McCann
CMcCann@kiausa.com
Manager, Corporate Administration & Facilities
(949) 468-4603
111 Peters Canyon Road
Irvine, CA 92606-1790

This project was managed by Dennis Potts while at another firm.



County of Riverside Library, French Valley, CA

Challenge:

- One of three libraries awarded to DPPM in 2019. Manage the design and construction of the 15,000 sf new Library building.
- Integrate McCarthy builders as the design/build partner for a zero-change order ground-up library
- Achieve LEED Gold status

Strategy:

- Use the quantity discounts of designing all three libraries concurrently to save cost and create efficiencies for all.
- Involve County officials from the start both in design input and City and County processing, being aware that there will be three separate cities involved.

Results:

- Project has not broken ground.
- LEED goal was identified early on and
- DPPM is enforcing the design/build contract will include the LEED consultant and any costs.

Reference:

Steve Collins
President, CFP
Steve@taxfreep3.org
Primary Client Contact
(612) 735-7717
18336 Minnetonka Blvd Suite C
Deephaven, MN 55391





A

B



C



Wood Plank Edge Wood Ceiling
P207 Tropical PM
MDF/Black/White Coat



Wood Plank Edge Wood Ceiling
P207 Tropical PM
MDF/Black/White Coat



Wood Plank Edge Wood Ceiling
P207 Tropical PM
MDF/Black/White Coat



Color
Solid Color Paint
Farrow & Ball 19107



Color
Solid Color Paint
Benetton 02752



Color
Solid Color Paint
Benetton 02752



Color
Solid Color
MDF 0. Shaker Style
Capitol Color & Coat Finishes



Color
Solid Color
MDF 02004
White/Black & Color Finishes



Color
Solid Color
MDF 02004
White/Black & Color Finishes

A

B

C



COUNTY OF RIVERSIDE EDA LIBRARY SYSTEM
FRENCH VALLEY



Charitable Giving



DPPM
PROJECT MANAGEMENT

DPPM Project Management

INTENT

“I believe that our company is fortunate to work in a business that helps build better environments. To further that goal, DPPM has developed a charitable giving program. Our goal is to donate 25% of our net profits to charity each year.”

Dennis Potts, President



Newport Harbor Nautical Museum

RESULTS

In 2017 we donated at least \$200.00 to each of the following:

- Juvenile Diabetes Research Foundation
- American Cancer Society – Celebration of Life Gala
- IIDA Southern California Student Scholarship Fund
- Orange County Rescue Mission
- Wayfarers Chapel
- Roosters Foundation of Orange County
- Autism Speaks Inc.
- Global Down Syndrome Foundation
- First Christian Church of Huntington Beach Youth Activities Fund
- Folds of Honor Foundation. HONOR THEIR SACRIFICE. EDUCATE THEIR LEGACY.
- ASPIRE Creative Arts Program
- Boys Hope Girls Hope of Chicago
- Laura’s House – Ending the Silence of Domestic Violence

In 2018 we donated at least \$200.00 to each of the following:

- Adom Partnership and the Amazing Grace Preparatory School in Kumasi, Ghana.
- Crespi Carmelite High School
- WISE House, Santa Ana. Home for homeless women
- First Christian Church of Huntington Beach Youth Activities Fund
- Autism Speaks Inc.
- WISEPlace, Santa Ana, non-profit hotel for unaccompanied homeless women
- Cornell University Medical Center
- Folds of Honor Foundation. HONOR THEIR SACRIFICE. EDUCATE THEIR LEGACY.
- ASPIRE Creative Arts Program
- IFMA Foundation
- Orange County Rescue Mission

ADDITIONAL SUGGESTIONS

We encourage our team, clients and vendors to suggest to us charities about whom they are passionate.



State of Idaho
Office of the Secretary of State

**CERTIFICATE OF REGISTRATION
OF
DENNIS POTTS PROJECT MANAGEMENT, LLC**

File Number W 207967

I, LAWRENCE DENNEY, Secretary of State of the State of Idaho, hereby certify that an application for Foreign Registration Statement, duly executed pursuant to the provisions of the Idaho Uniform Business Organization Code, has been received in this office and is found to conform to law.

ACCORDINGLY and by virtue of the authority vested in me by law, I issue this Certificate of Registration to transact business in this State and attach hereto a duplicate of the application for such certificate.

Dated: August 29, 2018


Lawrence Denney
SECRETARY OF STATE

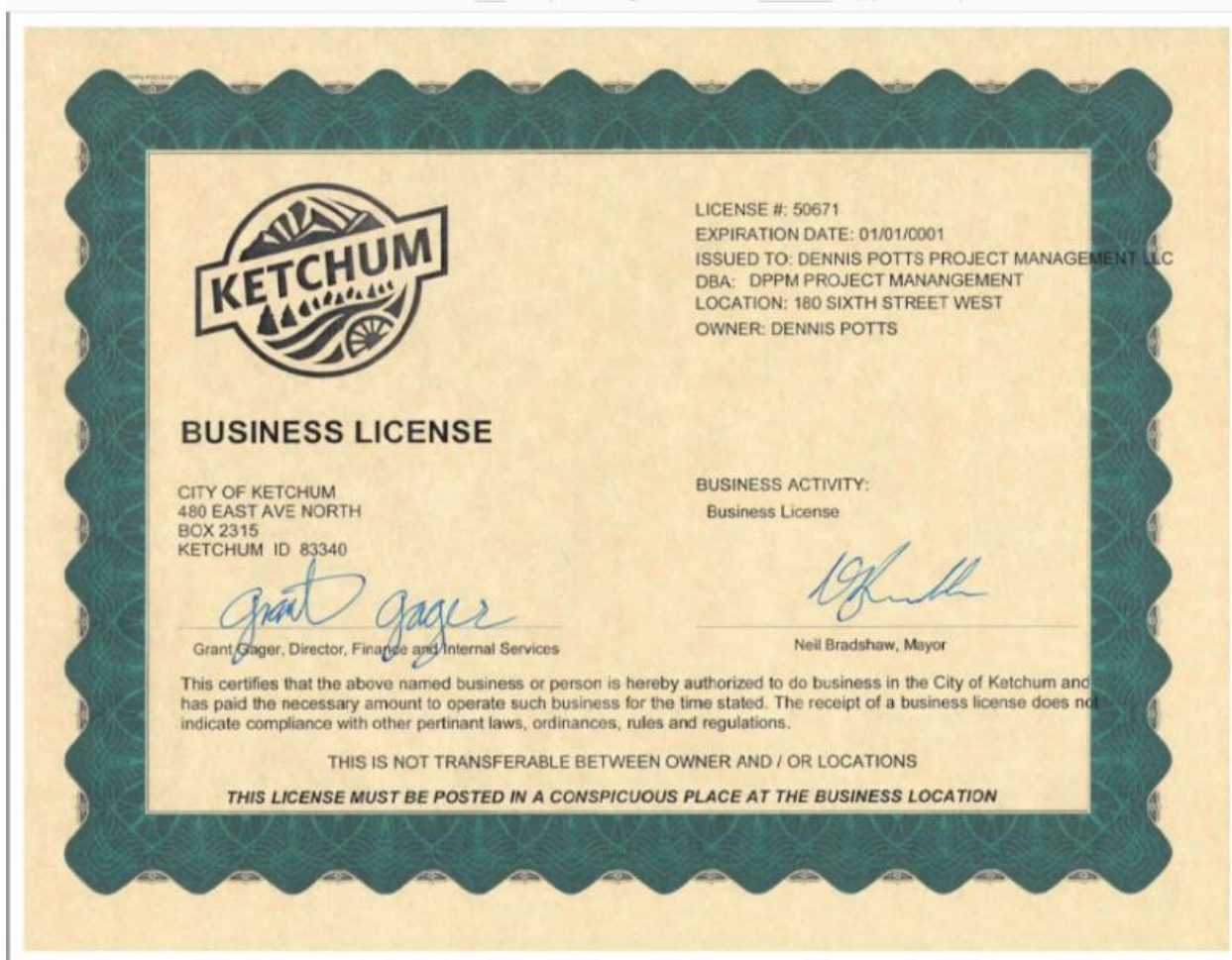
By 

“Experience with Proven Results”



DPPM
PROJECT MANAGEMENT

DPPM City of Ketchum Business



“Experience with Proven Results”

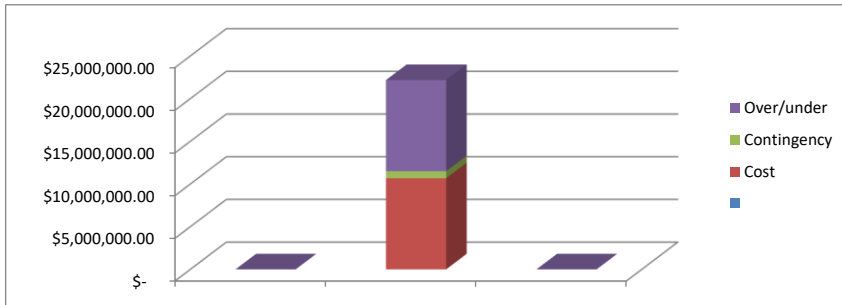
Ketchum | Newport Beach | Los Angeles | Atlanta | New York | Chicago

This is a 5 PAGE sample budget using Ketchum Proforma



| OVERALL PROJECT BUDGET | | | | | |
|------------------------------|------------------|---------------------|--------------------|-------------------|----------|
| | | Usable SF: 14,530 | | | |
| | | Rentable SF: 14,530 | Original Budget v1 | Updated Budget v2 | Comments |
| Client: Ketchum Fire Station | Location: SAMPLE | v1 Budget \$/rsf | November 17, 2019 | TBD | |

| PROJECT COSTS SUMMARY | | | | | |
|-----------------------|---|------------------|----------------------|-------------|--|
| 1 | Bonds | 11.08 | \$ 161,000 | \$ - | |
| 2 | Construction | 648.29 | \$ 9,419,626 | \$ - | |
| 3 | Design, Engineering, and Consulting | 68.07 | \$ 989,115 | \$ - | |
| 4 | Equipment | 36.13 | \$ 525,000 | \$ - | |
| 5 | Technology | 4.47 | \$ 65,000 | \$ - | |
| 6 | Furniture | 12.75 | \$ 185,259 | \$ - | |
| 7 | Relocation Expenses | 0.00 | \$ - | \$ - | |
| 8 | Miscellaneous Costs | 0.34 | \$ 5,000 | \$ - | |
| 9 | Graphics | 1.03 | \$ 15,000 | \$ - | |
| T1 | Total of Items in the Master Budget | \$ 782.17 | \$ 11,365,000 | \$ - | |
| 10 | General Contingency | 9.29 | \$ 135,000 | \$ - | |
| T2 | Total of Items outside the master budget | \$ 9.29 | \$ 135,000 | \$ - | |
| 30 | Landlord Allowance (based on RSF) | 0.00 | \$ - | \$ - | |
| T3 | TOTAL PROJECTED PROJECT COST | 791.47 | \$ 11,500,000 | \$ - | |
| 50 | Remaining contingencies included above | 57.09 | \$ 829,572 | \$ - | |



KEY MILESTONES

1. A/E Drawings submitted to City by Feb 1 2020
2. Budget Approval by Client
3. Start Construction by: May 2020
4. Move-in date: July 30, 2021

CRITICAL ISSUES THIS WEEK

- 1.
- 2.
- 3.

CRITICAL IN ONE MONTH

1. Submit CD's by:
- 2.
- 3.

OVERALL PROJECT BUDGET

| | | Usable SF: 14,530 | | | | |
|-----------|--|---------------------|----|--------------------|-------------------|-----------|
| | | Rentable SF: 14,530 | | Original Budget v1 | Updated Budget v2 | Comments |
| Client: | Ketchum Fire Station | | | November 17, 2019 | TBD | |
| Location: | SAMPLE | v1 Budget \$/rsf | | | | |
| 1 | Bonds | | | | | |
| 100 | Bond Issuance Cost | 7.57 | \$ | 110,000 | | |
| 101 | Construction Management (CM) Bond | 3.51 | \$ | 51,000 | | |
| | Sub-total Bonds | 11.08 | \$ | 161,000 | \$ - | |
| | Total Bonds | 11.08 | \$ | 161,000 | \$ - | |
| 2 | Construction | | | | | |
| 200 | General Contractor Costs | 452.72 | \$ | 6,578,034 | | |
| 231 | Site Work | 89.76 | \$ | 1,304,278 | | |
| 232 | Apparatus Bay Exhaust System | 6.61 | \$ | 96,000 | | |
| 233 | 4 Stall Covered Parking | 2.25 | \$ | 32,684 | | |
| 234 | Fully Heated Exterior Concrete | 4.27 | \$ | 62,058 | | |
| 235 | LEED Silver Certification GC cost | 9.42 | \$ | 136,943 | | |
| 236 | Builders Risk | 0.52 | \$ | 7,500 | | |
| | Sub-total Construction GC | 565.55 | \$ | 8,217,497 | \$ - | |
| 253 | Supplemental Site Work | 11.19 | \$ | 162,557 | | |
| | Sub-total Direct Trades not in GC | 11.19 | \$ | 162,557 | \$ - | |
| 261 | Permit Fees Allowance | 12.04 | \$ | 175,000 | \$ - | Allowance |
| 262 | Retention | 0.00 | \$ | - | \$ - | |
| 263 | LEED Registration Fee | 2.41 | \$ | 35,000 | | |
| 266 | Owner option alternates and allowances | 0.00 | \$ | - | \$ - | |
| 267 | Potential union labor costs | 0.00 | \$ | - | \$ - | |
| 280 | Special Inspections | 0.00 | \$ | - | \$ - | |
| 290 | Construction Contingency - Owner Contingency / Design Contingency 10% of Hard Construction Costs | 57.09 | \$ | 829,572 | \$ - | Allowance |
| | Sub-total Contingencies, change orders and reimbursables | 71.55 | \$ | 1,039,572 | \$ - | |
| | Total Construction | 648.29 | \$ | 9,419,626 | \$ - | |
| 3 | Design, Engineering, and Consulting | | | | | |
| 300 | Architect | 0.00 | | | \$ - | |
| 302 | Main Architectural Contract | 51.38 | \$ | 746,615 | | |
| | Sub-total Design, Engineering, and Consulting | 51.38 | \$ | 746,615 | \$ - | |
| 330 | Actual Reimbursables direct | 0.00 | | | \$ - | |
| 332 | Signalization Design Allowance | 4.13 | \$ | 60,000 | | |
| 333 | Geotech Report | 0.52 | \$ | 7,500 | | |
| 334 | Testing & Inspection | 1.72 | \$ | 25,000 | | |
| 370 | Project Management Pre-Con and Construction DPPM | 3.44 | \$ | 50,000 | | |
| 371 | Project Management Pre-Con and Construction DPPM | 5.85 | \$ | 85,000 | | |
| 372 | Building Commissioning Agent | 1.03 | \$ | 15,000 | | |
| | Sub-total Other Direct Consulting Contracts | 16.69 | \$ | 242,500 | \$ - | |
| | Sub-total Contingencies, change orders and reimbursables | | \$ | - | \$ - | |
| | Total Design, Engineering, and Consulting | 68.07 | \$ | 989,115 | \$ - | |
| 4 | Equipment | | | | | |
| 400 | Cafeteria Equipment | 0.00 | | | \$ - | |
| 401 | Gym Equipment | 0.00 | | | \$ - | |
| 402 | Break Room Equipment (ref, MW, coffee) | 0.00 | | | \$ - | |
| 403 | Office Equipment (Shredders, Garbage Cans) | 0.00 | | | \$ - | |
| 404 | SCBA Station w/ FF&E | 5.16 | \$ | 75,000 | | |
| 405 | Emergency Signalization Install of Owner Furnished Equipment | 10.32 | \$ | 150,000 | | |
| 406 | Signalization Equipment Supply of Emergency Signal Poles, Fla | 3.44 | \$ | 50,000 | | |
| 407 | Energy Efficiency Program | 17.21 | \$ | 250,000 | | |
| | Sub-total Equipment | 36.13 | \$ | 525,000 | \$ - | |
| 490 | Contingency | 0.00 | \$ | - | \$ - | |
| | Sub-total Contingencies, change orders and reimbursables | | \$ | - | \$ - | |
| | Total Equipment | 36.13 | \$ | 525,000 | \$ - | |
| 5 | Technology | | | | | |
| 500 | New IT Equipment Costs | 4.47 | \$ | 65,000 | | |
| | Sub-total Technology | | \$ | 65,000 | \$ - | |
| 590 | Contingency | 0.00 | \$ | - | \$ - | |
| | Sub-total Contingencies, change orders and reimbursables | | \$ | - | \$ - | |
| | Total Technology | 4.47 | \$ | 65,000 | \$ - | |

OVERALL PROJECT BUDGET

| | | Usable SF: | 14,530 | | | |
|--|---|------------------|--------------|-------------------|----------------|----------|
| | | Rentable SF: | 14,530 | Original Budget | Updated Budget | Comments |
| Client: | Ketchum Fire Station | | | v1 | v2 | |
| Location: | SAMPLE | v1 Budget \$/rsf | | November 17, 2019 | TBD | |
| 6 Furniture | | | | | | |
| 607 | Owner Furniture, Fixture & Equipment - M&L | | 10.42 | \$ 151,349 | | |
| 608 | CM Furniture, Fixture & Equipment Allowance | DPPM | 2.33 | \$ 33,910 | | |
| Sub-total Furniture | | | 12.75 | \$ 185,259 | \$ - | |
| 650 | Potential union labor costs | | 0.00 | \$ - | \$ - | |
| 690 | Contingency | | 0.00 | \$ - | \$ - | |
| Sub-total Contingencies, change orders and reimbursables | | | 0.00 | \$ - | \$ - | |
| Total Furniture | | | 12.75 | \$ 185,259 | \$ - | |
| 7 Relocation Expenses | | | | | | |
| 8 Miscellaneous Costs | | | | | | |
| 800 | Other | | 0.00 | | \$ - | |
| 801 | Legal Fees | Legal | 0.34 | \$ 5,000 | | |
| 802 | Prevailing Wage review | TBD | 0.00 | | \$ - | |
| Sub-total Miscellaneous Costs | | | 0.34 | \$ 5,000 | \$ - | |
| 890 | Contingency | | 0.00 | | \$ - | |
| Sub-total Contingencies, change orders and reimbursables | | | 0.00 | \$ - | \$ - | |
| Total Miscellaneous Costs | | | 0.34 | \$ 5,000 | \$ - | |
| 9 Graphics | | | | | | |
| 900 | Artwork | | 0.00 | | \$ - | |
| 901 | Wall Graphics | | 0.00 | | \$ - | |
| 902 | Exterior Signage | | 1.03 | \$ 15,000 | | |
| 903 | Interior Signage | | 0.00 | | \$ - | |
| 904 | Stationery/Advertising | | 0.00 | | \$ - | |
| Sub-total Graphics | | | 1.03 | \$ 15,000 | \$ - | |
| 990 | Contingency | | 0.00 | \$ - | \$ - | |
| Sub-total Contingencies, change orders and reimbursables | | | | \$ - | \$ - | |
| Total Graphics | | | 1.03 | \$ 15,000 | \$ - | |
| 10 General Contingency | | | | | | |
| 1000 | Misc Allowance | | 0.00 | \$ - | \$ - | |
| 1001 | Weather Condition Allowances | | 6.88 | \$ 100,000 | | |
| 1002 | Unsuitable Soils Allowance | | 2.41 | \$ 35,000 | | |
| 1010 | Overall Contingency (excl Land Purchase) | | 0.00 | \$ - | \$ - | |
| Total General Contingency | | | 9.29 | \$ 135,000 | \$ - | |



DPPM Sample Schedule page 2

| Search... | | smartsheet | |
|---|--|--|----------|
| File Automation Forms | | shell building schedule from tom updated DPPM 10-2 | |
| Gantt View | | Arial 14 | |
| WBS | Task Name | Duration | End Date |
| S S M T W T F S S S M T W T F S S S M T W T F S | | | |
| 64 | Land use drawing matched to stamped drawing | 2d | 07/27/18 |
| 65 | Environmental Impact Report | 90d | 07/04/18 |
| 66 | Certified EIR - if necessary | 90d | 07/04/18 |
| 67 | CEQA exemption/mitigation | 20d | 03/28/18 |
| 68 | DESIGN | 90d | 05/30/18 |
| 69 | A&E Construction Plans | 90d | 05/30/18 |
| 70 | Prepare Construction Documents | 90d | 05/30/18 |
| 71 | Grading | 12d | 02/09/18 |
| 72 | Soils report submitted, reviewed and approved by City Engineer | 7d | 02/02/18 |
| 73 | Import/Export quantities verified | 5d | 01/31/18 |
| 74 | Precise grading plan complete | 7d | 02/09/18 |
| 75 | Landscape | 20d | 02/21/18 |
| 76 | Planting and irrigation plans | 10d | 02/07/18 |
| 77 | Conceptual Landscape Design Plan as approved | 10d | 02/21/18 |
| 78 | Civil Engineering | 17d | 02/16/18 |
| 79 | Survey easements to accommodate final grading | 17d | 02/16/18 |
| 80 | Survey right-of-way dedications or easements | 17d | 02/16/18 |
| 81 | Engineered Street Improvements | 55d | 04/11/18 |
| 82 | Street improvement plan | 51d | 04/05/18 |
| 83 | Plans submitted to city | 4d | 04/11/18 |
| 84 | Design approval from serving utilities (80) | 41d | 03/22/18 |
| 85 | Sewer | 17d | 02/16/18 |
| 86 | Storm drain | 17d | 02/16/18 |
| 87 | DWP or equivalent | 41d | 03/22/18 |
| 88 | Water district | 17d | 02/16/18 |
| 89 | Verizon or serving telecom | 17d | 02/16/18 |
| 90 | PERMITTING | 189d | 10/16/18 |
| 91 | Civil Engineering | 31d | 03/08/18 |
| 92 | WQMP | 31d | 03/08/18 |
| 93 | Final WQMP Submittal | 4d | 01/30/18 |
| 94 | Final WQMP Corrections | 10d | 02/13/18 |
| 95 | Final WQMP 2nd Round Submittal | 10d | 02/27/18 |
| 96 | Final WQMP Approval | 7d | 03/08/18 |
| 97 | Grading | 26d | 03/01/18 |
| 98 | Soils report submitted, reviewed and approved by City Engineer | 7d | 02/02/18 |
| 99 | Grading plan submitted | 12d | 02/20/18 |
| 100 | Grading plan approved by city | 7d | 03/01/18 |
| 101 | Building and Safety | 56d | 08/16/18 |
| 102 | 1st Round Submittal | 26d | 07/05/18 |
| 103 | Corrections | 5d | 07/12/18 |
| 104 | 2nd Round Submittal | 14d | 08/01/18 |
| 105 | Corrections | 6d | 08/09/18 |
| 106 | 3rd Round Submittal (90%) | 5d | 08/16/18 |
| 107 | Plan check complete | 0 | 08/16/18 |
| 108 | Building Permit Issuance | 169d | 10/16/18 |
| 109 | Signed acknowledgement of conditions of approval | 11d | 08/30/18 |
| 110 | Approved set of public improvement plans on file with City Engineer's office | 5d | 04/18/18 |
| 111 | Landscape plan requirements - conditions of approval | 5d | 02/28/18 |
| 112 | Precise grading plans shall be approved | 5d | 03/08/18 |
| 113 | Rough grading complete | 5d | 10/04/18 |
| 114 | Compaction certified | 5d | 10/09/18 |
| 115 | Pad elevation certification | 5d | 10/12/18 |
| 116 | Rough grading inspection signed off by City Building Inspector | 5d | 10/11/18 |
| 117 | Building Permit Ready | 2d | 10/16/18 |
| 118 | Grading Permit Issuance | 157d | 08/31/18 |
| 119 | Precise grading plan | 0 | 03/01/18 |

“Experience with Proven Results”

Project Close-out Calendar

Happy Crew

Client Check-up call

60-day Warranty Walk Through

90-day Warranties End

2019

MOVE DAY

Customer Survey Issued!

Client Check-up call

11 Month Warranty Walk Through

12 Month Warranties End

| January 2019 | | | | | | | February 2019 | | | | | | | March 2019 | | | | | | | April 2019 | | | | | | |
|--------------|----|----|----|----|----|----|---------------|----|----|----|----|----|----|------------|----|----|----|----|----|----|------------|----|----|----|----|----|----|
| S | M | Tu | W | Th | F | S | S | M | Tu | W | Th | F | S | S | M | Tu | W | Th | F | S | S | M | Tu | W | Th | F | S |
| | | 1 | 2 | 3 | 4 | 5 | | | | | | 1 | 2 | | | | | | | 1 | | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 | | | 24 | 25 | 26 | 27 | 28 | 29 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 27 | 28 | 29 | 30 | | | | |
| | | | | | | | | | | | | | 30 | 31 | | | | | | | | | | | | | |

| May 2019 | | | | | | | June 2019 | | | | | | | July 2019 | | | | | | | August 2019 | | | | | | |
|----------|----|----|----|----|----|----|-----------|----|----|----|----|----|----|-----------|----|----|----|----|----|----|-------------|----|----|----|----|----|----|
| S | M | Tu | W | Th | F | S | S | M | Tu | W | Th | F | S | S | M | Tu | W | Th | F | S | S | M | Tu | W | Th | F | S |
| | | | | 1 | 2 | 3 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | | 1 | 2 | 3 | 4 | 5 | | | | | | 1 | 2 | |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 | 29 | 30 | | | | | | 27 | 28 | 29 | 30 | 31 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | | |
| | | | | | | | | | | | | | | | | | | | 31 | | | | | | | | |

| September 2019 | | | | | | | October 2019 | | | | | | | November 2019 | | | | | | | December 2019 | | | | | | | |
|----------------|----|----|----|----|----|----|--------------|----|----|----|----|----|----|---------------|----|----|----|----|----|----|---------------|----|----|----|----|----|----|---|
| S | M | Tu | W | Th | F | S | S | M | Tu | W | Th | F | S | S | M | Tu | W | Th | F | S | S | M | Tu | W | Th | F | S | |
| | | 1 | 2 | 3 | 4 | 5 | 6 | | | | 1 | 2 | 3 | 4 | | | | | | | 1 | | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | |
| 28 | 29 | 30 | | | | | 26 | 27 | 28 | 29 | 30 | 31 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 28 | 29 | 30 | 31 | | | | | |
| | | | | | | | | | | | | | 30 | | | | | | | | | | | | | | | |