



CITY OF KETCHUM, IDAHO

CITY COUNCIL

Monday, April 18, 2022, 4:00 PM

191 5th Street West, Ketchum, Idaho 83340

AGENDA

PUBLIC PARTICIPATION INFORMATION

Public information on this meeting is posted outside City Hall.

We welcome you to watch Council Meetings via live stream.

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

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

1. Join us via Zoom (*please mute your device until called upon*).
Join the Webinar: <https://ketchumidaho-org.zoom.us/j/86751666673>
Webinar ID: 867 5166 6673
2. Address the Council in person at City Hall.
3. Submit your comments in writing at participate@ketchumidaho.org (*by noon the day of the meeting*).

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

CALL TO ORDER: By Mayor Neil Bradshaw

ROLL CALL:

COMMUNICATIONS FROM MAYOR AND COUNCILORS:

1. Public Comment
2. Dark Sky Proclamation

CONSENT AGENDA:

Note re: 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.

3. ACTION ITEM: Approve minutes of April 11, 2022, as submitted by Tara Fenwick, City Clerk.
4. ACTION ITEM: Recommendation to receive and file the Treasurer's quarterly financial report, as submitted by Shellie Gallagher Rubel, Treasurer.
5. ACTION ITEM: Authorization and approval of the payroll register, as submitted by Shellie Gallagher Rubel, Treasurer.

- [6.](#) ACTION ITEM: Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills in a total sum of \$792,935.04., as submitted by Shellie Gallagher Rubel, Treasurer.
- [7.](#) ACTION ITEM: Recommendation to approve purchase order #22072 for Skyline trash cans, as submitted by Juerg Stauffacher, Facilities Supervisor.
- [8.](#) ACTION ITEM: Recommendation to approve purchase order #22079 for Lily and Fern, as submitted by Juerg Stauffacher, Facilities Supervisor.
- [9.](#) ACTION ITEM: Recommendation to approve purchase order #22080 with Mountain Fire Sprinklers, as submitted by Gio Tognoni, Utilities Supervisor.
- [10.](#) ACTION ITEM: Recommendation to approve purchase order #22081 with Cummins Sales and Service, as submitted by Gio Tognoni, Utilities Supervisor.
- [11.](#) ACTION ITEM: Recommendation to approve purchase order #22086 with Atlas Compressors, as submitted by Mick Mummert, Utilities Supervisor.
- [12.](#) ACTION ITEM: Recommendation to Approve purchase order #22084 for an off-road vehicle, as submitted by Bill McLaughlin, Fire Chief.
- [13.](#) ACTION ITEM: Recommendation to approve purchase order #22085 for mechanical CPR devices, as submitted by Bill McLaughlin, Fire Chief.
- [14.](#) ACTION ITEM: Recommendation to approve purchase order #22076 for purchase of computing assets, as submitted by Tara Fenwick, City Clerk.
- [15.](#) ACTION ITEM: Recommendation to approve professional services contract #22082 with Dixon Resource, as submitted by Jade Riley, City Administrator.
- [16.](#) ACTION ITEM: Recommendation to extend and increase professional services agreement contract #20297 with Galena Engineering, Inc. for sidewalk infill design, as submitted by Sherri Newland, City Engineer.

NEW BUSINESS:

- [17.](#) Review Draft Housing Action Plan, as submitted by Carissa Connelly, Housing Strategist and Jade Riley, City Administrator.
 - a. Leasing to Locals
- [18.](#) ACTION ITEM: Recommendation to approve funding commitment letter with Ketchum Community Development Corporation for Bluebird Village Community Housing Project, as submitted by Jade Riley, City Administrator.

PUBLIC HEARING:

- [19.](#) ACTION ITEM: Recommendation to hold a public hearing and approve the 240 & 260 Lloyd Court Lot Line Shift Application, as submitted by Suzanne Frick, Director of Planning and Building.
- [20.](#) ACTION ITEM: Recommendation to hold a public hearing and approve the 132 & 136 Lot Line Shift Application, as submitted by Suzanne Frick, Director of Planning and Building.
- [21.](#) ACTION ITEM: Recommendation to review and adopt Ordinance #1234 establishing minimum residential densities in specific zoning districts, regulating the consolidation of lots in areas of Ketchum, prohibiting reduction of dwelling units in conjunction with new development projects, clarifying parking requirements for uses in the community core and tourist zones, and modifying the design review criteria for new development, as submitted by Suzanne Frick, Director of Planning and Building.

ADJOURNMENT:

Lisa Enourato

From: H Boyle <Boylehp@yahoo.com>
Sent: Friday, April 08, 2022 3:14 PM
To: Participate
Cc: Wolfgang Dieterich; Mark Dee
Subject: NYTimes: Are 1,818 Airbnbs Too Many in Joshua Tree? 700 are too many for Ketchum

To the Council:

While Ketchum has made a start toward STRs paying more of the fair share of their impact, the City has done nothing to limit their continued spread and further crowding out of locals.

There is still more to be done to mitigate the damage STRs have caused to our housing market, contributing to both our workforce shortage, and degradation of our neighborhoods.

Suggestions:

1. Convert STR to LTR by implementing a Truckee type program to pay STR owners an incentive to return their units to the LTR market.
2. Postpone the LOT referendum and reconfigure the LOT tax to raise the bed tax on tourists rather than the sales tax on locals.
3. Limit the number of STR licenses by block. This is permitted under the Idaho statute to preserve the character of neighborhoods.
4. Implement an InDEED program to empower locals to buy condos out of the STR market to permanently house residents.

Thank you,

Perry Boyle
Ketchum

Are 1,818 Airbnbs Too Many in Joshua Tree?

<https://www.nytimes.com/2022/04/07/travel/joshua-tree-california-airbnb.html?referringSource=articleShare>

Lisa Enourato

From: Courtney Hamilton
Sent: Monday, April 11, 2022 1:08 PM
To: Participate
Subject: Fwd: airport
Attachments: airportrelocation.odt; friedman.odt

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From: Billy <wilfrahug@cox.net>
Sent: Monday, April 11, 2022 12:27:55 PM
To: editorialboard@mtexpress.com <editorialboard@mtexpress.com>; Greg Foley <gfoley@mtexpress.com>; letters@mtexpress.com <letters@mtexpress.com>; MDavis@house.idaho.gov <MDavis@house.idaho.gov>; nbradshaw@ketchum.org <nbradshaw@ketchum.org>; Courtney Hamilton <CHamilton@ketchumidaho.org>; Byron Meador <meadorbyron@yahoo.com>; Tom Bergin <tbergin@co.blaine.id.us>; Ben Worst <ben@benworstlaw.com>; Jim Williams <jwilliams@co.blaine.id.us>; John Whipple <bsawood@gmail.com>; Keith Roark <keithroark@blaineschools.org>; Jim Foudy <jfoudy@blaineschools.org>; Peter Lobb <plobb@msn.com>; Richard Stopol <rstopol@hotmail.com>; reglorn@cox.net <reglorn@cox.net>; Jenny Emery-Davidson <jdavidson@comlib.org>; daveyten7@gmail.com <daveyten7@gmail.com>; B C Young <bcyoung.elkhorn@gmail.com>; Alyssa Pinkerton <alyssap@hcn.org>; greghanscom@hcn.org <greghanscom@hcn.org>; jennifer.sahn@hcn.org <jennifer.sahn@hcn.org>; jonathan@hcn.org <jonathan@hcn.org>; Christen.Cromer@aspeninstitute.org <Christen.Cromer@aspeninstitute.org>; Kalissa.Hendrickson@aspeninstitute.org <Kalissa.Hendrickson@aspeninstitute.org>; Stephenie.Mauren@aspeninstitute.org <Stephenie.Mauren@aspeninstitute.org>; allison.perry@aspeninstitute.org <allison.perry@aspeninstitute.org>; Janet Carter <haileyjanet@gmail.com>; Greg Travelstead <greg.travelstead@gmail.com>; heidi.husbands@haileycityhall.org <heidi.husbands@haileycityhall.org>; Len Harlig <len@lenharlig.com>; gstinnett@co.blaine.id.us <gstinnett@co.blaine.id.us>; keri@woodriverlandtrust.org <keri@woodriverlandtrust.org>; sboettger@woodriverlandtrust.org <sboettger@woodriverlandtrust.org>; nick.p.gilman@gmail.com <nick.p.gilman@gmail.com>; ALPINE TREE SERVICE, INC. <weylin@alpinetreeservice.net>; kisis@cox.net <kisis@cox.net>; Mary Roberson <maryroberson@q.com>; Gordon Wait <gordo44@cox.net>; philip.rucker@washpost.com <philip.rucker@washpost.com>; sara.cannon@mail.house.gov <sara.cannon@mail.house.gov>; chiefcaballero@gmail.com <chiefcaballero@gmail.com>; ms.sarahmichael@gmail.com <ms.sarahmichael@gmail.com>; jconard@sunvalleyidaho.gov <jconard@sunvalleyidaho.gov>; philip.rucker@washpost.com <philip.rucker@washpost.com>
Subject: airport

*****,

The first four paragraphs are primarily to identify the culture of corruption surrounding the local establishment promoting exclusively an agenda of malignant growth in service of the real estate industry, which includes the accommodation of Atlantic Aviation and their extremely wealthy clients whose private aircraft take priority over the health and safety and quality of life of citizens in Woodside and Bellevue.

The source of corruption since the dawn of humanity that what is best for "me" is best for everyone else, such self-seeking motivation responsible for the destruction of our planet, this country, and the cheapening by wealth of the character of our fair valley.

*After many years of discussion regarding relocation of the airport, a completely rational decision based entirely on facts and evidence rather than special interest agendas was made by local officials, and the site selection process engaged. This effort was not reengaged after the Sage Grouse, EPA/ESA issues and economic realities following 2008 were no longer relevant. This intentional abandonment and stagnation of relocation efforts for no other reason than to accommodate the economic aristocracy and Atlantic Aviation, their **convenience** and **special interests** far more important than the health and safety of thousands of working citizens severely impacted by airport operations at Friedman.*

*****,

I appreciated your brief LTE this winter insisting it is perhaps time to move FMA. I also appreciate your throwing your hat into the ring in a run for a council seat. The City of Hailey has been a cabal of useful idiots since Fritz's presence completely contaminated the public process by pretending to consider public comment for development decisions which had already been made behind closed doors, further corrupting an already tragically abbreviated process to accommodate developers with whom he has personal relationships.

Fritz's malignant growth agenda has been aggressively promoted by an unethical, empire-building CDD hired without a legitimate HR process who was run out of Ketchum. In the past, neutrality, truth, and municipal code were applied in consideration of residential development, but we have arrived in an era where false narratives, deception, dishonesty, and outright lies have been normalized, along with butchering municipal code to pass the costs of mitigating the impacts of large projects onto the backs of taxpayers, profit privatized, risk socialized.

A neophyte council and an aging mayor who had to drink the KoolAid to survive Fritz, are too clueless to make the distinction between running a special interest agenda and honestly representing the best interests of the broader community. This culture of corruption promoted by the local establishment and incestuous local legal fraternity is the only '*normal*' these new council members have ever known, presuming this is just how the city conducts business. Just like the institutionalized corruption in DC, the local establishment motivated to mindlessly accommodate greed. Why there is no longer much in the way of public participation, and absolutely no trust. It is a complete waste of time.

After the Covid lock-down in March of 2020, in April and May it became apparent to anyone with half a brain that we could anticipate considerably increased air traffic at FMA with the rapid migration of wealthy refugees into the valley. I thought this was in response to Covid, but Covid proved simply to be a trigger for the uber-wealthy to establish residency in Idaho for tax avoidance purposes, as Wyoming and Idaho have become the Caymen Islands of the Norther Rockies (Please Google 'Pandora Papers Wyoming')

Anyway, I began writing letters and contacting The FMAA Board and County Commissioners, *strongly* suggesting they needed to reengage the relocation efforts as anyone with any vision and foresight could see FMA was going to become Hailey International Airport. But the FMAA Board is owned by wealthy residents, Atlantic Aviation, and resort interests. Like the City of Hailey with development, I believe they are producing false narratives and misinformation regarding land acquisition, resulting ultimately (a decade or two?!) in eventual expansion, those now engineering that path will be gone, so as with everything there will be no accountability for poor, tragically selfish, special interests decisions by local government.

A complete absence of vision and the standard special-interest agenda from uninspired local leadership, often through now corrupted public processes, will produce the same old shit as Jackson and Aspen, I guess why Wendy and Jim Jaquet took all those trips years ago.

Moving the 'North Magic Valley Regional Airport' south of Timmerman would create a massive economic hub and would not impact tourism and resort interests. Many resort areas have much further ground travel. Moving the airport to this location would organically help meet much of the demand for affordable, workforce housing dispersed throughout

other cities and counties in the area, local officials capable of producing only ineffectual contortions toward affordable housing solutions.

It is *unforgivable* that no draft has been produced by the FMAA for a grant from the "Infrastructure Investment and Jobs Act" to get this airport relocation accomplished. Lazy and useless public servants focused on the needs of the economic aristocracy and special interests, don't give a rat's rear end about the suffering of residents of Hailey and Bellevue.

All the local virtue-signaling about climate change complete BS, as private jet aircraft are the most destructive human contribution one individual can inflict on the atmosphere of this planet, clearly reflecting a half-century of the completely corrupted economic paradigm engineered exclusively to deliver mountains of lightly-taxed unearned investment wealth to the economic aristocracy. "Here, let me give you little of the unearned money generously flowing into my accounts for a microgrid experiment. In return all I want is a "green" sticker to put on my Gulfstream."

A busy week at Atlantic Aviation offsets a year or two of projected benefits from all future efforts locally to diminish impacts on climate change combined. All the lying and green-washing just more deceit from a corrupt local establishment serving the interests of the *elite* and *entitled* at the expense of the broader community, their *privilege* far more important than the health, safety, and quality of life of thousands of valley residents.

We see officials loudly virtue-signaling about an expensive experiment that might eventually diminish by an unknown amount the CO2 from energy production being injected into the atmosphere, while eliminating private jet aircraft would immediately reduce that amount by known *massive* quantities. This reality is a clear refutation of the superficial approach to real solutions in a valley consumed with appearances, the pretension and excess of the economic aristocracy prioritizing tired attempts to impress each other with lives of profligacy and waste in a world of pain and suffering. Endless proclamations of progressive positions by local officials on various issues when it is only ever about money, like everywhere else.

When 2021 arrived, for five very hot weekends in June and July last summer, I distributed the two attached letters I had printed to folks in Woodside and Bellevue, and was greeted with overwhelming enthusiasm by working folks, both white and Hispanic. One individual expressed great admiration for my efforts, but as a Manager with SVCO insisted relocation would never happen because rich people, the real estate industry, and the corporate church resort and hoteliers own the agenda, democracy reduced to a nostalgic concept long ago abandoned. Corruption now normalized by the influence of the all the money contaminating our political process.

Anyway Kris, I have tried to offer a perspective that involves critical thinking and an alternative POV to that of the selfish, greedy agenda of the oligarchs and economic aristocracy government primarily serves. Associated extraction and accumulation of wealth, like a strip-mine, destroying both our democracy and our planet, and now this valley.

The greatest wealth and income inequality in human history a consequence of half a century of the conservative corruption of the political economy using blueprints from a Twelfth Century, feudal economic paradigm engineered exclusively for the upward redistribution of wealth. This institutionalized corruption has created massive personal wealth for an exclusive minority who decides whether or not to move the airport and do not give a rat's rear-end about anyone but themselves, their tired and lame philanthropy just advertising costs intended to suggest otherwise.

William F. Hughes
Hailey

The following was also in DRAFTS, written September 24, 2021.

The "housing beast, elephant" metaphors in the IME for gentrification is just continued whining by a local establishment completely absent of any imagination or vision.

"In 2006, a Site Selection and Feasibility Study concluded that the current airport site was no longer a viable option for future airport operations." Fifteen years later that professional conclusion provided by paid consultants becomes even more relevant with each passing day.

Moving the airport a short distance south would have zero impact on local tourism, something even some of those strongly opposed have reluctantly conceded given issues with diversions and the continual deceit required about prohibited expansion which would prove inadequate for future air service anyway, recent, incremental modifications, investments in futility. With federal legislation pending producing funding for hard infrastructure, the FMAA Board should have initiated this process and communication with the FAA months ago.

"Since the EIS was suspended, the FMAA has not requested FAA assistance with a new site selection study." and..."The FAA will continue to support FMAA, including any future request for assistance in relocating the airport." - Winsome A. Lenfert, Acting Associate Administrator of Airports.

So all the FMAA Board has to do is request assistance from the FAA to reengage the relocation process, but that would require real work and a proactive approach rather than perpetual procrastination and constant whining about the housing problem, for which North Magic Valley Regional Airport is the quite obvious solution. This challenge would invigorate a moribund community with the average age of Methuselah.

New policies governing management of Sage Grouse populations have removed the EIS and NEPA obstacles, for better or for worse. With environmental considerations no longer prohibitive and very limited historical use of these lands by the Shoshone-Bannock Tribes, circumstances for a green light from the BLM are quite favorable for site selection just south of Timmerman.

The local establishment appears only concerned about housing working citizens as units of labor, completely ignoring the diminishing quality of life resulting from rapidly increasing air traffic impacting those occupying the largest inventory of workforce housing in the valley, Woodside and Bellevue.

The FMAA Board perfectly willing to saturate these folks with toxic Jet-A fuel exhaust fumes and torture them with incessant noise solely for the convenience of the economic aristocracy, the only interests ever served, this forty-year, failed, trickle-down economic paradigm responsible for so many dying elephants in communities across the country.

Those engineering this abject failure are now aggressively attempting to destroy our democracy to perpetuate the delivery of mountains of lightly-taxed, unearned investment wealth to the economic aristocracy, a demographic now insisting on continuing to use the lungs of children in Hailey and Bellevue to sequester carbon rather than the sagebrush steppe south of Timmerman. *"Heaven forbid!"* the *inconvenience* of twenty additional minutes of ground travel. Better some local workers dead of toxic fumes than a few minutes to get to my palace to watch the landscape crew out all the floor to ceiling windows mowing the three acres of saturated lawn. They won't need housing if they are dead!

Moving ALL operations at Friedman to a beautiful new North Magic Valley Regional Airport would be a huge economic driver for our area, incentivizing profitable, free-market construction of affordable, workforce housing inventory in Carey, Fairfield, Magic, Richfield, Shoshone, and Dietrich.

I have heard conflicting narratives about the disposition of Friedman real estate when the airport is moved. Ultimately, ownership of title will determine the menu of possibilities for this property dedicated as an airport ninety years ago.

Family members of workers employed at North Magic Valley Regional Airport would no doubt be seeking employment in the valley. With the Mountain Rides Bus Barn in Bellevue, electric buses, and unlimited parking at the new airport south of Timmerman, a reliable schedule of shuttles could provide Park and Ride transportation for many to and from work in the north valley, just like in the real world, reducing commuter traffic. With the largest wind farm in the country proposed for the expansive high desert east of Dietrich, electric fleets would prove both environmentally friendly and much more economical. A good friend argued light rail would be better.

I have friends to the south on the other side of the political divide, thankfully most of them now vaccinated. They like the paychecks, but many are not really interested in living in a valley glaringly manifesting the elitism they detest. I completely understand that sentiment. These friends prefer the Tractor Supply Co., CMT lives to be led to our south, with any vacation days spent on hunting this time of year.

It is mind-boggling that so obvious a solution to the workforce housing issue as 'North Magic Valley Regional Airport' is reflexively resisted by the local establishment. Affluent residents with their palaces and estates are entirely dependent on others, but don't necessarily want them living nearby, hence exclusive, gentrified, resort enclaves where they can feel safe. Folks, this is certainly nothing new. I guess we have finally arrived! Not everyone pleased with the destination!

The establishment refuses to accept the truth that future labor demands will so far exceed available, workforce housing produced, that the time when workers could afford to live among those they are working for has passed, as in so many other resort areas. Local "band-aids" should continue to be applied, particularly small, workforce rental units in dense projects in the North Valley (now happening) providing housing for young people without families working primarily in the hospitality and food services industries. Our geriatric population desperately needs their energy and flavor.

Many employed in the occupations listed in the editorial I am responding to want to own the dirt under their home with a yard in which their children can play. An integral part of the rapidly growing regional economy, nearby communities are better situated to provide that option.

The local establishment wallowing in manure and whining incessantly about workforce housing accomplishes nothing. With imagination and vision, a little forward thinking, energy and focus, and financial and advisory assistance from the feds, we could apply that manure to grow 'North Magic Valley Regional Airport,' which would also be a boon for tourism with increased air service frequency from competitive airlines not demanding subsidies. Any opposition arguments, total BS.

Unfortunately, for those of *entitlement* and *privilege* who can easily afford the escalating costs of labor for which they have created substantially increased demand, twenty minutes of added ground travel, way less travel time than to and from most airports, is apparently too much of a sacrifice, OMG the world would end!

I cannot think of a more entertaining short drive for visitors than through the desert over Timmerman Hill down into a valley with the pastoral vistas of the Triangle, then up to the mountains and alpine habitat, the highway four lanes. This part of my journey in *returning home*, always lifts my heart.

Substantially increased air traffic volume creating constant disturbance and poisoning thousands of working citizens in Hailey and Bellevue, now with an International Airport in their backyards, obviously not much of a concern to local officials.

The legacy in this valley of current FMAA Board members and elected officials will not be the Olympic Gold Medal, or the beautiful ice skating facility, but instead their failure to relocate the airport at the ideal time when the narrow window of opportunity was open to do so.

Solving the airport problem also provides the housing solution.

William F. Hughes
Hailey

Letter to the FMAA Board

I received an email from Charlene Washington (USDOT) with an attached letter from Winsome A. Lenfert (FAA), Acting Associate Administrator for Airports, identifying the current status of prospective relocation of Friedman. This in response to recent letters mailed to both the DOT and FAA.

"Since the EIS was suspended, the FMAA has not requested FAA assistance with a new site selection study." and... "The FAA will continue to support FMAA, including any future request for assistance in relocating the airport." - Winsome A. Lenfert

So all the FMAA Board has to do is *request* assistance from the FAA to reengage the relocation process. The abandonment of relocation efforts and suspension of the requisite EIS was a dozen years ago. Since that time rigid enforcement of environmental protections including NEPA and the Endangered Species Act has been diminished considerably. *A fact*, for better or for worse.

The primary environmental obstacle of airport development south of Timmerman was the potential impacts on Sage Grouse populations, then being considered for *endangered* status. This is no longer the case under entirely new, collaborative policy bringing the State of Idaho and affected stakeholders into a process attempting to balance the protection of sage grouse populations with the multiple-use policies directing resource development on our public lands.

With environmental considerations no longer prohibitive, and very limited historical use of these lands by the Shoshone-Bannock Tribes, circumstances for a green light from the BLM are quite favorable for site selection.

Perhaps operations are tolerable right now, but everyone is intelligent enough to understand with recent, dramatically changing circumstances in this valley, just how extreme an anticipated profusion in the volume of air traffic at Friedman, driven by rapidly increasing demand, may be in two or three years.

Mr. Lenfert clearly identifies airport relocation as an anticipated event about which Atlantic Aviation was informed and well aware, the Acting Associate Administrator of Airports offering the assistance of the FAA toward this critical objective. The idea that *general aviation* operations would remain in Hailey when a new airport is built, is perhaps one of the stupidest I have ever heard, no doubt emanating from that assumption of *entitlement* and *privilege* by monied interests responsible for so much stupid in our fair valley, often at great expense to financially insecure working citizens, profit privatized, risk socialized.

We are not NYC, Chicago, or LA. We never will be. To suggest that available resources are applied to fund, manage, administer, staff, and negotiate safely the flight paths of aircraft at two separate airports in close proximity, is entirely irrational, with a third possibly nearby in Camus County, *total insanity*. Besides, private jets and recreational aircraft create perhaps more disruption in affected areas than commercial aircraft which are on a more predictable schedule. The oligarchs simply don't want the airport moved, *ever*. The question then becomes, just who do local officials represent?!

Most with modest homes in Hailey and Bellevue must open their windows morning and evening to cool their houses in the summer. General aviation aircraft often sound like they are inside those houses, with many also taking offense at the stench of aircraft exhaust. Part of the reason friends of

mine living on Baldy View moved prior to The Great Recession.

To not do anything until this becomes another *crisis*, like workforce housing, traffic, water, and everything else, would be a dereliction of duty by the FMAA Board. For once officials have the opportunity to get ahead of an imminent *crisis* by relocating *all* operations to a new airport, rather than continue to apply band-aids providing inadequate solutions for long-term aviation demands in our area. North Magic Valley Regional Airport would be far more effective in providing relief from the workforce housing *crisis* created by gentrification than all of the other band-aids that have been applied to this particular issue to date.

This new airport would create a more expansive menu of solutions to managing growth and integrating more effectively the economies of District 26 in Central Idaho. Our workforce and their housing will come from nearby communities, with *hopefully* considerably more workforce rentals for service personnel in the north valley to reduce traffic volume on Highway 75.

With the Mountain Rides Bus Barn in Bellevue, and unlimited parking at the new airport south of Timmerman, a reliable schedule of shuttles could provide some relief from commuter traffic, a *Park and Ride* option. I have a sense that we will often see an uninterrupted band of metal from Bellevue to Ketchum during the commute over *high season* this summer. I hope I am wrong!

*"In 2006, a Site Selection and Feasibility Study **concluded** that the current airport site was no longer a viable option for future airport operations."* That *conclusion* is even more relevant with each passing day.

It has been a dozen years. The time has arrived to resume the process to relocate the airport beginning with a request for assistance from the FAA, starting with site selection just south of Timmerman in Blaine County. *Again, to not do so would be a dereliction of duty by the FMAA Board.* It is the only rational decision for a long-term solution to our future air-traffic demands and offers a cornucopia of economic benefits to our tourist/service economy.

William F. Hughes
Hailey, Idaho

HALT AIRPORT EXPANSION AND RESUME RELOCATION

Friends and neighbors in Hailey and Bellevue, and those in the north valley willing to consider the interests of the working class. It is spring! It is time to rise from your Covid-era coma and apply that newfound energy into changing a valley with a 'new normal' recently posited by my favorite local poet. "A new normal of division, waste and deception, selfishness, discord and greed? Neglect, ambivalence and apathy?" Yo Badger! Way too depressing, get off the pity pot. It is time to shake up a self-serving and self-dealing valley establishment! I need everyone to step up hard, and step up now!

From recent reporting (IME 4/9) regarding the remote tower element of rapidly accelerating airport expansion efforts - "allowing controllers to view live flight activity side-by-side with air traffic radar on a panel of monitors." Many residents of Hailey and Bellevue have the capacity to closely "view live flight activity" out their kitchen windows, soon with much greater frequency as demand for both commercial and private air service will increase exponentially with the large influx of wealthy Covid refugees, vacation travel a priority for the affluent. Then there are all the family and friends visiting from the places they departed.

An airport established in 1932 was never intended for the current level of air traffic, much less the inevitable tsunami on the immediate horizon. To anyone suggesting I am simply projecting, mostly unregulated capitalism assures that if there is money to be made, supply will always be created to meet demand, a lesson clearly learned from the perpetual war on drugs. To the idiots who will say I shouldn't have bought a home near the airport in a narrow valley, please, just shut up! If you live in the north valley or out Indian Creek, or elsewhere your lives are not directly impacted by all the noise and fumes, your opinion has very limited value.

For almost thirty years former Friedman Manager Rick Baird, and every County Commissioner and Hailey City Council Member serving on the FMAA Board, provided assurances and PROMISED citizens larger aircraft would NEVER be allowed to fly into Friedman, indicating the runway would not accommodate the weight of larger aircraft. So, if all of these officials are not to be made into liars, the only alternative would be to increase dramatically the number of flights. Citizens of Hailey and Bellevue do not want the surging population of billionaires further tightening the screws of the torture rack of noise and toxic Jet-A fuel stench from Friedman they are currently suffering under. The black residue on everyone's window blinds is also accumulating in the lungs of all the children in Hailey and Bellevue.

I strongly believe the pending purchase of the Eccles' property to the south to accommodate expansion at Friedman, is simply the beginning of an evolving agenda ultimately concluding in the extension and hardening of the runway, resulting in even more flights, with larger planes no longer prohibited, literally in the backyards of citizens of Hailey and Bellevue, entirely unacceptable.

The wealthy and powerful always get their way, 20 to 30 minutes additional ground travel not a sacrifice they will be willing to make, perfectly acceptable to throw the underclass under the bus once again, as they have been doing for forty years, destroying the quality of life for those who have worked hard to earn their place here.

In the summer of 2008, site selection for moving the airport was in its final stages, focused on BLM lands south of Timmerman with considerable room for parking both aircraft and vehicles, negotiations with the Sho-Ban over archeological considerations on the upcoming agenda. Considerable documentation and minutes from meetings produced by this process compiled by the FAA and FMAA

would be readily available to provide a starting point to resume relocation efforts.

This effort was derailed by The Great Recession, an event clearly exposing a completely corrupted economic paradigm of parasitic capitalism, aggressively engineering the upward redistribution of wealth, manifested in mortgage securities fraud committed with complete impunity, devastating the nation's economy. An economic system for four decades about nothing but the extraction and accumulation of unearned investment wealth for the economic aristocracy. Subsequently, Dick Fuld of Lehman Brothers making news in the local press.

The decision has already been made to move the airport, an objective only abandoned as a result of economic realities. NOW is the time to resume the process of moving the airport! I believe Sarah Michael resigned as Blaine County Commissioner as a result of the abuse she received from north valley interests for her conscientious support for moving Friedman, clearly understanding the health and safety and also quality of life concerns of residents of Hailey and Bellevue. Such genuine compassion as exhibited by Sarah will apparently never prevail over greed in the octagon of human motivation.

The real estate industry, resort interests, and wealthy residents and second homeowners drive the local agenda. "We, the people" are irrelevant, absent representation, systematically pushed south, with many pushed completely out of the valley. No one in my neighborhood and beyond has ever been stupid enough to buy into the SVED "what is best for business is best for everyone" BS, trickle-down lies, conveniently ignoring realities which have further widened the separation of socioeconomic stratification in the valley, real estate interests and north valley businesses flourishing while small businesses in the south valley fall like dominoes.

Officials have made decisions promoting malignant growth predicated on personal relationships, cravenly butchering municipal statute, to force working taxpayers to pay all the future costs of impact mitigation and infrastructure upgrades for the projects of wealthy, connected developers, profit privatized, risk socialized. With a large transmission line running overhead down the bike path just outside my back gate, I have been forced to pay to bury a redundant line to the north valley to accommodate the sensibilities of the economic aristocracy, when informed, credible sources, have identified that line as completely unnecessary.

I strongly support workforce housing efforts, but in the past when they could have easily afforded a place in Woodside, as a struggling homeowner I have had to subsidize affordable houses much nicer than mine for people with significantly more income than me, who were enjoying international travel, new vehicles, season passes, and often dining out. I am responsible for paying the National Guard to provide security for a conference of multi-billionaires. And then there are the minimum revenue guarantees to the airlines which subsidize \$100 seats not just for visitors, but for wealthy second homeowners who could easily afford market-rate tickets. Yeah, life can be difficult, and life isn't fair or means-tested, I get it, but these intentionally engineered economic inequities appear absolutely absurd in a valley filled with many 'players' and elected officials deceitfully identifying as liberal and progressive (D).

In the arena of social injustice "classism" apparently gets a pass, simply because it is not based on the color of the skin and ancestry of the affected and oppressed. There will be massive resistance to moving the airport by the wealthy and powerful. "No, wealth isn't created at the top. It is merely devoured there." - Rutger Bregman

It will be argued that the money isn't available to move the airport when there are a couple of dozen individuals with residences in this valley who could pay to move the airport by themselves without even noticing any discernible diminution of their mountains of unearned investment wealth in an era of avaricious tax avoidance by the economic aristocracy, the “Elite Charade” of philanthropy simply an attempted distraction from institutionalized economic injustice.

Money is cheap to borrow right now, and revenue from an infrastructure bill perhaps available from the feds. Adding costs to airline tickets and additional fees to private aircraft at a new airport would pay for the move over time, that is how healthy capitalism works. The parasitic, profit privatized, risk socialized variety of capitalism practiced over the past four decades, and on steroids in this valley, has half the population of this country circling the drain. “Trickle-down” that drain, baby!

Past dreams of a fair and just society, along with environmental idealism as a priority, were summarily tossed in the toilet by the best and brightest, self-absorbed boomers, who sold out completely, now the natural systems of our planet perhaps moving past potential recovery, destroyed for mountains of unearned investment wealth delivered by unfettered greed to a tiny minority.

The true value of working citizens in the low-paying, often seasonal, service employment of a mountain resort, is finally being realized after kicking the can of affordable, workforce housing down the road for two decades. Local officials have been frustrated by the attorneys of wealthy NIMBYs and the conservative courts of a private-property state, a situation exacerbated by their mindless accommodation of and subservience to the real estate industry, common in western resort areas.

The powers that be should embrace the objective of moving the airport after watching the elephant of gentrification rampaging down the valley for over twenty years. There is a golden opportunity in doing so. Rather than wasting so much time and energy lamenting, fighting about, and defending lawsuits over the issue of workforce housing, after the airport is moved the powers that be could then provide 100-year leases on lots at the airport for one dollar, to incentivize businesses willing to build housing for their employees, for once relieving me from having to pay for benefits to those with way more money than I will ever have. Similar to what the Forest Service has done in the past for cabins constructed on public lands they administer.

Get loud people! Do it NOW! With the statistical probability of an aircraft pancaking Hailey Elementary to soon increase significantly if the airport is not moved, keep calling the following public servants until a 'Stop Work Order' is issued for expansion efforts at Friedman. FMAA (mgr. 208-788-4956 ext. 106). FAA (1-866-835-5322). County Commissioners (Jacob FMAA Board Chair 208-788-5500 ext. 1176, Angenie FMAA Vice-Chair ext. 1173, Dick who I gave a heads-up on this 208-481-0259). State Reps (Muffy 208-806-1895, Sally 208-934-8114, Michelle 208-726-8106). Idaho's congressional delegation (Crapo 202-224-6142 & 208-734-2515, Risch 202-224-2752, Simpson 202-225-5531 & 208-734-7219). USDOT (Secretary Pete Buttigieg 202-366-4000). White House (202-456-1111 & 202-456-6213). Use a stamp and WRITE LETTERS every month to the USDOT and FAA, addresses online, and of course President Joe Biden at 1600 Pennsylvania Avenue.

Keep calling ALL numbers EVERY week and be extremely polite, saying something like “Airport expansion efforts at Friedman Memorial Airport in Hailey, Idaho, must be stopped immediately. The Federal Aviation Administration must resume relocation efforts abandoned in 2008.” Leave a voicemail if no one takes your call. Keep calling and calling and writing until the FAA and FMAA announce they have stopped expansion at Friedman to reengage the relocation effort, even if it takes a couple of years. “Don't Give Up, Don't Ever Give Up!”

People, we can do this. I believe it is time to finally stop trashing the lives of so many for the convenience and financial interests of the few, when there is an ideal airport site twenty or thirty minutes south. With all the wealth, power, and privilege the economic aristocracy and their minions in local government possess, they will aggressively fight against moving the airport away from Hailey, using BS, trickle-down propaganda about not biting the hand that feeds you, and the wisdom and reward of bending the knee to the Lords of Mammon in their Gulfstreams...know your place! NO MORE CAKE FOR YOU, NEXT! <https://hartmannreport.com/p/why-the-reagan-revolution-scheme>

William F. Hughes
Hailey

Lisa Enourato

From: Marnee <mvvw62@gmail.com>
Sent: Saturday, April 16, 2022 2:02 PM
To: Participate
Subject: Sign me up!

Sell the Bluebird property as the value is high and the location ideal. There is lots of investment \$\$ out there as proven but the influx of new residents and the purchases of property in town. Put low income housing in Hailey or beyond. We have excellent public transportation.

Save the character of Ketchum.

Sincerely, Marnee Wirth

mvvw62@gmail.com

From: James Hungelmann <jim.hungelmann@gmail.com>
Sent: Sunday, April 17, 2022 8:21 PM
To: Neil Bradshaw; Amanda Breen; Courtney Hamilton; jimsanetz@hotmail.com; Michael David; Participate
Cc: Neil Morrow; Matthew Mead; tcarter@ketchumidhao.org; bmoczygemba@ketchumidhao.org; scpowexplorer@gamil.com; Participate; Matthew A. Johnson
Subject: Public comment/ Ketchum City Council meeting April 18 2022 (Item 21)

Date April 17, 2022

To Ketchum Mayor Bradshaw and City Councilors

Re Public Comment to Ketchum City Council Meeting April 18, 2022

Agenda Item 21 -

OBJECTION TO PROPOSED ORDINANCE #1234

Dear Mayor Bradshaw and Councilors:

I hereby object to the adoption of this ordinance on an emergency basis as proposed, for the reason that the workforce housing and related problems referenced in the proposed Ordinance's Recitals do not amount to "IMMINENT PERIL to the public health, safety, or welfare" as required by enabling statute Idaho Code Section 67-6523 for adoption of any type of emergency ordinance in Idaho.

To consider zoning matters on an emergency ordinance basis as proposed is inappropriate and unprecedented. The referenced problems have been going on for many years. The council's frustration that it has not found solutions despite considering options over such a long time does not give the tyrant the right to dictate that now this is "Imminent peril" that allows the council to bypass normal procedures for ordinance enactment that protect the public from attempted abusive end-run by government.

Nowhere is Imminent Peril defined in Idaho Code, but "imminent danger" is used in the context of protection of vulnerable adults: "Imminent danger is when death or severe bodily injury could reasonably be expected to occur without intervention." Idaho Code Section 39-5302(5).

The Idaho Code specifies that "[t]he language of a statute should be given its plain, usual and ordinary meaning." Idaho Code Section 73-113 (1).

Cambridge Dictionary defines Imminent Peril as a situation in which something very bad is likely to happen, for example that you might be so badly hurt that you are unlikely to survive, and cites as an example: *Under California law, a person may use deadly force in self-defense if they believe they are in imminent peril of death or serious injury.*

Wikipedia defines Imminent Peril as follows:

Imminent peril, or imminent danger, is an American legal concept where Imminent peril is *certain danger, immediate, and impending; menacingly close at hand, and threatening*. In many states in the USA, a mere necessity for quick action does not constitute an emergency within the doctrine of imminent peril, where the situation

calling for the action is one which should reasonably have been anticipated and which the person whose action is called for should have been prepared to meet; the doctrine of imminent peril does not excuse one who has brought about the peril by their own negligence.

This Council's perceived affordable housing crisis and related issues do not represent a condition even close to any such grave and imminent threat. Moreover, as a matter of law, when an entity has been responsible for creating the conditions which it deems to be "Imminent Peril", it cannot avail itself of emergency ordinance. This council's efforts addressing the referenced housing problems have to date been an abysmal failure.

Further, this Council has an exceptionally shameful track record of flagrant and illegal bootstrapping and manipulation of law connected with assertion of "emergency conditions", in order to further objectives which it seeks to dictate in a tyrannical fashion without full public transparency and due process of law. Ketchum experienced this most notably and most despicably, in this Council's many lockdown/ "health security" orders connected with what can fairly only be characterized as covidScam, the worst of which was Mandated Masking which effectuated the choking out and poisoning of the public continuously from 2020 to early this year, in the process inflicting immense and irreparable mental, physical and spiritual damage to so many. Many today maintain that the real emergency facing the Ketchum public, one that reasonably be deemed to constitute imminent peril especially for our most vulnerable and least able to protect themselves from illegal government deprivations, is the fact that those members of the Council responsible for implementing illegal emergency measures like masking have not yet resigned or been bounced from office, and the investigation of and accountability for crimes and mounting casualties of covidScam is still outstanding. **The first step in addressing this true state of emergency is for this Council to withdraw consideration of Ordinance #1234 on an emergency basis.**

Under Idaho law, all projects approved under such illegally adopted ordinance become legally flawed and subject to challenge and nullification by citizen lawsuit, something that is inevitable here that can and should be avoided by this Council proceeding in a responsible and orderly, "non-emergency" manner in full compliance with law. If there is one topic in Ketchum that demands full public participation in a fully transparent and orderly process, it is affordable housing.

Lastly, I ask the Council to provide the Ketchum public with any written legal advice it has received that might support proposed emergency Ordinance #1234.

Thank you,

Jim Hungelmann

Ketchum

Lisa Enourato

From: Amanda Breen
Sent: Monday, April 18, 2022 9:57 AM
To: Lisa Enourato; Tara Fenwick
Subject: Fw: Concerns with proposed Ordinance 1234

Public comment.

From: bob@sunvalleyrealtors.org <bob@sunvalleyrealtors.org>
Sent: Sunday, April 17, 2022 5:04 PM
To: Amanda Breen <ABreen@ketchumidaho.org>; Courtney Hamilton <CHamilton@ketchumidaho.org>; Jim Slanetz <jslanetz@ketchumidaho.org>; Michael David <mdavid@ketchumidaho.org>
Subject: Concerns with proposed Ordinance 1234

Ketchum City Council:

Please consider the following concerns in your deliberations of proposed emergency ordinance 1234, and note that there are several other aspects of the proposed ordinance (design flexibility, financial feasibility especially in construction costs versus achievable rents for commercial space, etc.) that are worthy of additional discussion with the public that are not included herein. We encourage you to take a non-emergency, more measured and reasonable approach to deliberating zoning code changes with impacts as great as those that are proposed by draft ordinance 1234; one that is more respectful of the public process and its right to participate in evaluating the likely outcomes, especially given that the proposed ordinance goals appear to do nothing to address the community need for additional workforce and affordable housing supply.

EXECUTIVE SUMMARY:

Each of these seven main concerns are expanded upon below to provide additional context:

1. The issues that the proposed ordinance attempts to address DO NOT comprise an EMERGENCY threatening the health, safety and welfare of Ketchum residents, as legally required to use emergency procedures. The public deserves three readings given the huge potential impact of the ordinance.
 2. By staff's own admission, affordable and workforce housing needs ARE NOT addressed by this ordinance (see the March 29th KPZ staff report linked below for this quote: *"The draft ordinance is solely focused on maintaining and increasing the housing stock within Ketchum, regardless of income level or affordability."*). We should insist on legislation that addresses the key needs of the community.
 3. The proposed ordinance's new design review criteria code language requires projects to conform to current and future non-code "policy statements" and is therefore an end run around the objective standards requirement of the zoning code, and ignores the design guidelines debate.
 4. The outcomes of Ordinance 1234 will increase stress on labor and housing resources.
 5. An analysis of the proposed ordinance's likely outcomes is required BEFORE it is enacted to reduce the chance of unintended consequences (ex. a de facto moratorium, failure of the housing LOT vote, etc.)
 6. Additional standards for lot consolidation are required but not defined in the ordinance
 7. The potential for another unneeded emergency ordinance to have a negative impact on the LOT vote must be considered.
-
1. **The issues that the proposed ordinance attempts to address DO NOT comprise an EMERGENCY threatening the health, safety and welfare of Ketchum residents, as legally required to use emergency procedures.**

- a. If there is an emergency now it is an emergency related to the under supply of workforce and affordable housing, both of which will be addressed by i) **Ketchum's Housing Action Plan**, and ii) the **LOT use and rate increase** voters will be asked to approve on May 17th. The proposed ordinance does not address these matters, and therefore should not follow emergency ordinance procedures. The Chairperson of the Ketchum Planning & Zoning Commission stated his agreement with this point **in voting to NOT recommend ordinance 1234 to the City Council**. Transparent governance and public process requires that this ordinance be fully vetted by the City Council over three readings. Sections 11 and 12 should therefore be eliminated from proposed ordinance 1234, should you choose to have it proceed at all.

2. **Affordable and workforce housing needs ARE NOT addressed by this ordinance.**

The following quote is taken from the March 29, 2022, KPZ staff report (page 2, 1st and 2nd sentences, 2nd last paragraph). Staff did not include the March 29th staff report in your packet for this meeting; it is linked [here](#) so that you can review this statement for yourself):

- a. **"It is important to note that the goals above [of this ordinance] do not reference workforce housing or community housing specifically. The draft ordinance is solely focused on maintaining and increasing the housing stock within Ketchum, regardless of income level or affordability."**
 - i. By its own admission staff states that the proposed ordinance addresses the quantity of all housing at all price points, with no emphasis on whether such housing is affordable, suits the workforce, or requires locally employed workers to reside in it. We should demand legislation that addresses the pressing needs that we have, not that requires change without providing any discernable benefit to those pressing needs, especially when no meaningful proof or analysis has been provided that the proposed legislation is even feasible from a development perspective.
 - ii. Multiple public comments have been made stating that requiring more units for the sake of having more units will increase overall project and housing costs (more bathrooms and kitchens required). There are simply not enough workforce participants requiring, for example, a \$1.5 million, 1,000 square foot condominium residence that will likely be the type of property that results if this ordinance proceeds, to validate these wholesale changes, given the risks associated with proceeding before an understanding of the potential outcomes is in place.
 - iii. This ordinance would likely result in a new style of second home owner who seeks a lower price point second home, and will not result in any increase in long term rentals or in attainable workforce or affordable housing.

3. **The proposed new design review code language contained in the emergency ordinance appears to be an end run around the objective standards requirement of the zoning code and the design guidelines debate.**

Section 9 of the draft ordinance would add language that would convert documents that are presently deemed guidelines without any legally binding impact, to new design review criteria to which new developments must conform before the Planning & Zoning Commission can approve design review.

Presently, KMC Section 17.96.050 (A) begins with the following statement before listing the criteria to which a project must conform: ***"Criteria: The Commission shall determine the following before approval is given for design review:"***

The proposed emergency ordinance adds new criteria are as follows:

From proposed ordinance 1234 Section 9 (a): “a. The design and uses conform with the goals, policies, and objectives of the comprehensive plan;” Comprehensive plans have existed in Ketchum for decades without their provisions being specifically referenced in the zoning code because they are specifically not made up of objective standards as is required for the code, but rather of high level aspirations for our community. The entitlement process already includes discussion of project compliance with the comprehensive plan but has never required projects to “conform” with its provisions. What, regarding additional regulation, is implied by the proposed additional language? Despite best intentions, comprehensive plans are never updated on the schedule that their writers anticipate (the “current” plan is 8 years old with no update in sight), making their provisions doubly unsuitable as specific code provisions, as the proposed language would attempt to ensure.

From proposed ordinance 1234 Section 9 (b): “b. The design and uses conform with the goals and objectives of applicable adopted Planning and Zoning Commission policy statements.” The KPZ adopted a policy statement on April 12th that was presented by staff as a non-binding set of guidelines meant to list the “expectations” of the KPZ for new projects. Clarification was requested by the public and the Commission with regard to the intent for these guidelines to which staff confirmed that they are not meant to be considered as requirements for development; it was on this basis that the KPZ approved the policy. Now, however, staff seeks to include the provisions of this policy (*and any other subsequently approved policies*) in the zoning code by reference, requiring that projects conform to them **“before approval is given for design review”**. Not only is it inappropriate for the zoning code to be encumbered by non-objective requirements, but such significant zoning code changes/requirements/expectations need much more thorough public and City Council vetting (the Council has not even seen these “guidelines” until now) on each occurrence, before being embodied by reference into the zoning code.

Furthermore, while not as broad as the originally presented Design Guidelines for the CC Zone that were pulled from the historic preservation ordinance at the request of the KPZ and KCC, the policy statement provided in your packet does include many design oriented provisions. What has happened to the desire of the KPZ and City Council to include the local design community in developing these guidelines? Is embedding this policy statement by reference into the zoning code an attempt to eliminate participation by our local design professionals in the process of determining good design characteristics for Ketchum, and instead replace those with staff’s design beliefs?

4. **The outcomes of Ordinance 1234 will Increase stress on Labor and Housing Resources:** Requiring more units at prices not obtainable by the workforce will result in more new residents in Ketchum as the increased number of units than might otherwise have been developed are absorbed by second home owners. More residents result in added stress on already stressed components of our economy, such as:
 - a. Staffing for restaurant, retail and other businesses to meet increased demand from more residents
 - b. Providing housing that is affordable for the extra staff required to meet the increased demand
 - c. Controlling overcrowding at recreation sites (trailheads, etc.) due to increased population
5. **Analysis of Proposed Ordinance Outcomes is Required BEFORE it is enacted:**
 - a. Ketchum employs consultants for many purposes (historic preservation, design guidelines, parking, housing action plan). The magnitude of change proposed by this ordinance requires detailed architectural and financial feasibility testing in order to ensure that the likely outcomes actually meet community needs, and do not exacerbate present labor and workforce housing issues, or result in a de facto development moratorium.
 - b. While some aspects of the proposal (retail parking exemptions, no net loss of residential units) are well considered, the minimum residential density and lot consolidation provisions require additional professional evaluation. To ensure desired outcomes are achieved, we should insist on completion of such work before proceeding.

- c. There is no real risk associated with taking the time to properly evaluate this ordinance. If one or two developments proceed under existing zoning code rules while the appropriate study is done, they will provide affordable housing as part of those projects. Moving ahead before we fully understand the potential impact of the proposed ordinance could result in no improvement whatsoever in the workforce or affordable housing supply, and potentially no development at all, with the resultant negative effects on jobs, zero increase in the housing fund that will now be depleted due to Bluebird cost increases, and no increase in the tax base.
6. **Additional Standards for Lot Consolidation not Defined:**
- a. Section 5 (A) of the proposed ordinance states that for several zoning districts lot consolidation will be “permitted subject to additional standards” yet such additional standards are not defined or listed elsewhere in the ordinance.
 - b. The public needs the opportunity to review and comment on the proposed additional standards BEFORE this ordinance can be approved.
 - c. Under what procedure will such additional standards be vetted if in the future, and by what level of government must they be approved (KCC, KPZ, staff; under emergency procedures or not)?
7. **Negative LOT Impact:** Finally, if a de facto moratorium does result because the provisions of this ordinance prove to be financially infeasible, why would any voter vote to approve the housing LOT provisions? If nothing will be built, why vote to approve an additional tax to fund building that will not happen?

Thank you for considering our comments.

Bob Crosby
Government Affairs Director
Sun Valley Board of REALTORS
208-721-8353

From: Harry Griffith <harry@sunvalleyeconomy.org>
Sent: Monday, April 18, 2022 12:03 PM
To: Participate
Subject: SVED Comments on Emergency Ordinance 1234

SVED has concerns about the proposed Emergency Ordinance 1234. As drafted, it is complicated, allows for subjective interpretations, will be a detriment to both residential and commercial development in the affected zoning areas, and not achieve its stated objective of creating more housing stock.

Over the last 45 days, we have spoken with 20+ developers, contractors, architects, engineers and others engaged in Ketchum residential and commercial development, and the vast majority are strong against this ordinance. When layered on top of 3 other recent changes in/additions to policy (Historical Preservation, Design Guidelines, CC/T/GR-H policy goals), this ordinance is causing many to reconsider their interest and ability to invest in Ketchum.

We would ask Council to consider the following questions:

1. Is this really an emergency. It seems to us that a housing emergency does not translate to a zoning emergency.
2. Is this legal. Is this process of introducing an emergency ordinance in accordance with proper procedure. It also seems to us that this ordinance may give more powers to P&Z then allowed by LUPA and may infringe on property owner's rights from the perspective of the State of Idaho. There is also a risk that this approach will be consider a tax on developers to create affordable housing and over turned if challenged.
3. Does this consider the risks and economics of the development community. It seems to us that this will discourage development of mixed-use buildings with affordable units. We are aware of 4 projects with a total value of \$50+ million that are being put on hold or parcels that will be left vacant because of this ordinance.
4. How do 5,500 sf parcels provide for parking. With prohibition on consolidation, underground parking is economically impossible. Parking is also a problem with sub 5500 sf parcels.
5. What do the fixed commercial mixed-use development cutoff %'s achieve. Anyone can jump to the next category with a 1% commercial add on above the table limits.
6. How does this ordinance interface with ADU policy and ordinances.
7. How do the 14+ SF Residential structures already in the CC get dealt with. Can they remodel or be redeveloped as SFR, or are they prohibited.
8. What does "deemed complete" mean. If this means projects currently under construction is impacted, this damages the affected party.

These are a few of the more obvious questions that need to be considered. I am sure there may be other unintended (negative) consequences that will surface during the course of discussions.

Imposing yet another ordinance on the development community just compounds the problems people are having getting their projects through the design cycle to permitting. Lack of response in a reasonable time frame and unreasonable requests for additional information are what we are hearing from nearly all groups

pursuing Ketchum projects. I have heard directly of many who are no longer taking on Ketchum projects, preferring to focus on Sun Valley and Hailey where design review and permits are being processed in substantially shorter time frames. This problem has been getting progressively worse and needs some attention.

We would encourage Council to ask staff to review and respond to these and any other concerns which may arise in today's discussion.

Respectfully,

Harry Griffith

Executive Director, Sun Valley Economic Development

www.SunValleyEconomy.org



City of Ketchum

International Dark Sky Week Proclamation

- Whereas,** the aesthetic beauty and wonder of a natural night sky is a shared heritage of all humankind; and
- Whereas,** the experience of standing beneath a starry night sky inspires feelings of wonder and awe, and encourages a growing interest in science and nature, especially among young people and out-of-area visitors within the local communities; and
- Whereas,** 80-percent of the world's population, including many people in Idaho, live under a dome of light pollution – research shows the Milky Way is not visible to more than one-third of the world's population; and
- Whereas,** the International Dark-Sky Association is the globally-recognized authority on light pollution, and has created International Dark-Sky Week to raise awareness of light pollution, and provide free education, resources, and solutions to the public to encourage the protection of and enjoyment of dark skies and responsible outdoor lighting; and
- Whereas,** the city of Ketchum is honored to be recognized by the Association as a Dark Sky Community since 2017 and included in the Central Idaho Dark Sky Reserve, America's first gold-tier International Dark Sky Reserve.

NOW THEREFORE, I, Neil Bradshaw, Mayor of the City of Ketchum, do hereby declare April 22 – 30, 2022 as International Dark-Sky Week and ask each resident to join me, not only in observing and pondering upon this important week, but also in raising awareness and support for protecting our precious dark skies.



CITY OF KETCHUM
MEETING MINUTES OF THE CITY COUNCIL
Monday, April 11, 2022

CALL TO ORDER: *(00:07:24 in video)*

Mayor, Bradshaw called the meeting of Ketchum City Council to order at 4:02 p.m.

Roll Call:

Mayor, Neil Bradshaw
Jim Slanetz
Courtney Hamilton
Amanda Breen
Michael David

Also Present:

Jade Riley - City Administrator
Tara Fenwick - City Clerk & Administrative Business Manager
Matt Johnson – City Attorney
Brett Kohring - HDR Engineering
Cameron Waite - HDR Engineering
Julie Dixon – Dixon Resources

COMMUNICATIONS FROM MAYOR AND COUNCILORS:

- Michael David – expressed concern about vacant properties going uncared for by owners.
- Neil Bradshaw – welcomed new Ketchum Police Officers and expressed appreciation for Community momentum on the Housing initiative.

CONSENT AGENDA: *(00:10:35 in video)*

John Kearney, Director of Recreation, provided comment on the recreation field and the need for new fencing.

Motion to approve consent agenda. Motion made by Councilor, Courtney Hamilton seconded by Councilor, Michael David. All in Favor.

NEW BUSINESS: *(00:12:45 in video)*

City Administrator, Jade Riley introduced Julie Dixon, Dixon Resources and Julie shared an update and answered questions posed by the Council.

Cameron Waite, HDR Engineering, provided the Council an overview of transportation issues and reviewed recommendations for change on Main Street and Warm Springs areas.

Councilor's provided staff perspective for continued action.

ADJOURNMENT:

Motion to adjourn at 6:20 p.m. Motion made by Councilor, Amanda Breen, seconded by Councilor, Michael David. All in Favor.

Mayor, Neil Bradshaw

City Clerk, Tara Fenwick



**CITY OF KETCHUM
TREASURER'S QUARTERLY FINANCIAL REPORT
1ST QUARTER - MARCH 31, 2022**

FUND	ADOPTED BUDGET	PERSONNEL	OPERATING & ADM EXPENSES	CAPITAL OUTLAY	TRANSFERS	% EXP.	RECEIPTS
GENERAL	12,840,516	3,055,281	2,191,295	12,718	671,077	46.2%	6,523,179
WAGON DAYS	122,500	0	20,515	0	0	16.7%	58,564
GENERAL CIP	2,917,366	0	0	474,521	0	16.3%	361,972
CITY SALES TAX	2,400,000	0	680,430	0	712,222	58.0%	1,872,973
LOT-ADDITIONAL 1%	1,900,000	0	996,212	0	44,237	54.8%	1,572,640
GO BOND STREET	3,212	0	0	0	0	0.0%	0
FIRE GO BOND	636,050	0	2,500	153,509	0	24.5%	439,952
FIRE CONSTRUCTION	0	0	407,257	0	0	0.0%	555
IN-LIEU HOUSING	2,822,050	0	37,500	50,265	0	3.1%	349,626
STRATEGIC INITIATIVE	864,099	0	127,662	0	0	14.8%	557,050
WATER	2,469,632	225,752	161,318	0	439,600	33.5%	863,663
WATER CIP	487,000	0	0	226,673	0	46.5%	354,506
WASTEWATER	3,259,625	374,521	276,945	0	752,461	43.1%	1,544,059
WASTEWATER CIP	1,206,000	0	0	61,233	0	5.1%	664,827
POLICE TRUST	95,000	0	0	0	0	0.0%	387
PARKS/REC DEV TRUST	124,050	0	1,527	-790	0	0.6%	72,991
DEVELOPMENT TRUST	150,000	0	0	0	12,883	8.6%	81,580
ESF TRUST	0	0	25,274	252,324	0	0.0%	0

CITIZENS ARE INVITED TO INSPECT THE DETAILED SUPPORTING RECORDS OF THE ABOVE
FINANCIAL STATEMENTS AT: <https://ketchumidaho.org/administration/page/city-ketchum-financial-reports>.

SHELLIE GALLAGHER RUBEL
CITY TREASURER

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	CP312797	Claims Paid 2021: FSAROLL	837.47
NBS-NATIONAL BENEFIT SERVI	CP312797	Claims Paid 2022: FSA	1,753.24
NBS-NATIONAL BENEFIT SERVI	CP312797	Claims Paid 2021: FSA	674.84
01-2175-9000 P/R DEDUC PBL--EMP CAF FSA-DC			
NBS-NATIONAL BENEFIT SERVI	CP312797	Claims Paid 2022: DCA	169.24
01-3700-3600 REFUNDS & REIMBURSEMENTS			
US BANK	5030 032522	USPS SVASB	69.00
Total :			3,503.79
LEGISLATIVE & EXECUTIVE			
01-4110-2505 HEALTH REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP312797	HRA MEDICAL	1,775.00
01-4110-2515 VISION REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	845917	HRA & FSA Admin Fees MARCH	22.95
NBS-NATIONAL BENEFIT SERVI	CP312797	VISION	179.00
01-4110-4910 MYR/CNCL-TRAINING/TRAVEL/MTG			
US BANK	6235 032522	SCANDIA INN STAY	319.70
Total LEGISLATIVE & EXECUTIVE:			2,296.65
ADMINISTRATIVE SERVICES			
01-4150-2505 HEALTH REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP312797	HRA MEDICAL	108.23
01-4150-2515 VISION REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	845917	HRA & FSA Admin Fees MARCH	48.75
01-4150-3100 OFFICE SUPPLIES & POSTAGE			
BUSINESS AS USUAL INC.	158056	CLIPBOARD LETTER	17.70
CHATEAU DRUG CENTER	2527881	INK PENS	4.74
COPY & PRINT, L.L.C.	121478	FOLDERS, PENS	93.26
GEM STATE PAPER & SUPPLY	1071297	Paper Supplies	53.75
GEM STATE PAPER & SUPPLY	1071352	Paper Supplies	320.49
CINTAS FIRST AID & SAFETY	5102044669	First Aid Supplies	47.08
01-4150-4200 PROFESSIONAL SERVICES			
KETCHUM COMPUTERS, INC.	18790	MAR 22 ADMIN	7,279.25
SENTINEL FIRE & SECURITY, IN	74834	2296 - 191 Fifth Street West	164.70
WESTERN RECORDS DESTRUCT	0584343	April Records Destruction 22	240.00
01-4150-4400 ADVERTISING & LEGAL PUBLICATIO			
EXPRESS PUBLISHING, INC.	10002196 0331	10002196 033122	141.55

Vendor Name	Invoice Number	Description	Net Invoice Amount
01-4150-4800 DUES, SUBSCRIPTIONS & MEMBERSH			
US BANK	2745 032522	TRELLO.COM	56.25
US BANK	6235 032522	REMOTEPG YEARLY CHARGE	39.50
01-4150-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	285203685	LUMEN 74754376 03242022	2.34
SYRINGA NETWORKS, LLC	22APR0340	146520 040122	800.00
SYRINGA NETWORKS, LLC	22APR0340	702110 040122	800.00
SYRINGA NETWORKS, LLC	22APR0340	146523 040122	650.00
SYRINGA NETWORKS, LLC	22APR0340	703592 040122	500.00
SYRINGA NETWORKS, LLC	22APR0340	146525 040122	650.00
US BANK	5030 032522	8*8 INC	2,029.84
01-4150-5110 COMPUTER NETWORK			
KETCHUM COMPUTERS, INC.	18790	MAR 22 ADMIN HARDWARE	1,148.40
US BANK	2745 032522	IDRIVE YEARLY CHARGE	1,499.50
US BANK	5030 032522	MSFT *Y9S3	29.59
US BANK	5030 032522	MIRCROSOFT*365 R#2001	60.49-
US BANK	5030 032522	ZOOM.COM	79.00
US BANK	5030 032522	MICROSOFT*365 R#2480	28.80-
DELL FINANCIAL SERVICES	81247307	001-8998447-006	11.30
LEAF	13097851	100-6877711-001 APRIL 22	871.31
01-4150-5150 COMMUNICATIONS			
US BANK	5030 032522	MAILCHIMP	97.99
US BANK	6235 032522	YOUTUBE PREMIUM	11.99
US BANK	6235 032522	SHUTTERSTOCK	30.74
US BANK	6235 032522	FACEBOOK ADS	163.21
US BANK	6235 032522	INSTAGRAM ACCT	15.00
US BANK	6235 032522	WIX.COM	30.00
SNEE, MOLLY	2206	MARCH RETAINER FEE	4,150.00
01-4150-5200 UTILITIES			
CITY OF KETCHUM	FEBRUARY 20	360	107.32
CITY OF KETCHUM	FEBRUARY 20	208	760.58
CITY OF KETCHUM	FEBRUARY 20	772	128.30
CITY OF KETCHUM	FEBRUARY 20	9994	385.73
CITY OF KETCHUM	MARCH 2022	208	760.58
CITY OF KETCHUM	MARCH 2022	772	128.30
CITY OF KETCHUM	MARCH 2022	9994	385.73
CITY OF KETCHUM	MARCH 2022	1127	29.10
CITY OF KETCHUM	MARCH 2022	360	107.32
IDAHO POWER	2200749261 03	2200749261 03242022	1,035.26
IDAHO POWER	2224128120 03	2224128120 032222	794.08
INTERMOUNTAIN GAS	3264933000 03	480 E AVE N	70.75
INTERMOUNTAIN GAS	44919030005 0	4491903000 032522	40.08
INTERMOUNTAIN GAS	7605374503 03	7605374503 032522	399.06
01-4150-5900 REPAIR & MAINTENANCE-BUILDINGS			
FIRE SERVICES OF IDAHO	12179467	Annual Service on Fire Ext.	97.00
01-4150-6510 COMPUTER SERVICES			
CASELLE, INC.	116213	Caselle Support & Maintenance 5/22	2,410.00
01-4150-7400 OFFICE FURNITURE & EQUIPMENT			
US BANK	6235 032522	TRINITY HEAVY DUTY SHELVING RACK	1,271.95

Vendor Name	Invoice Number	Description	Net Invoice Amount
Total ADMINISTRATIVE SERVICES:			30,366.33
LEGAL			
01-4160-4270 CITY PROSECUTOR			
ALLINGTON, ESQ., FREDERICK	120285	Monthly Prosecutor Payment	3,769.92
Total LEGAL:			3,769.92
PLANNING & BUILDING			
01-4170-2505 HEALTH REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP312797	HRA MEDICAL	1,035.41
01-4170-2515 VISION REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	845917	HRA & FSA Admin Fees MARCH	26.05
01-4170-4200 PROFESSIONAL SERVICES			
KETCHUM COMPUTERS, INC.	18790	MAR 22 P&B	478.50
S & C ASSOCIATES LLC	2357-2388 (M	2375	59.00
S & C ASSOCIATES LLC	2357-2388 (M	2382	47.50
S & C ASSOCIATES LLC	2357-2388 (M	2388	118.00
S & C ASSOCIATES LLC	2357-2388 (M	2358	236.00
S & C ASSOCIATES LLC	2357-2388 (M	2371	177.00
S & C ASSOCIATES LLC	2357-2388 (M	2377	236.00
S & C ASSOCIATES LLC	2357-2388 (M	2384	295.00
S & C ASSOCIATES LLC	2357-2388 (M	2366	59.00
S & C ASSOCIATES LLC	2357-2388 (M	2373	295.00
S & C ASSOCIATES LLC	2357-2388 (M	2379	283.50
S & C ASSOCIATES LLC	2357-2388 (M	2386	295.00
S & C ASSOCIATES LLC	2357-2388 (M	2365	177.00
S & C ASSOCIATES LLC	2357-2388 (M	2378	59.00
S & C ASSOCIATES LLC	2357-2388 (M	2385	118.00
S & C ASSOCIATES LLC	2357-2388 (M	2357	118.00
S & C ASSOCIATES LLC	2357-2388 (M	2363	472.00
S & C ASSOCIATES LLC	2357-2388 (M	2376	177.00
S & C ASSOCIATES LLC	2357-2388 (M	2383	118.00
S & C ASSOCIATES LLC	2357-2388 (M	2381	118.00
S & C ASSOCIATES LLC	2357-2388 (M	2387	236.00
S & C ASSOCIATES LLC	2357-2388 (M	2362	177.00
HARMONY DESIGN & ENGINEE	21571	SAP General Review	79.00
01-4170-4210 PROFESSIONAL SERVICES - IDBS			
CITY OF KETCHUM	FEB 22 BLDG	FEB 22 BLDG PERMIT FEES	28,010.75
CITY OF KETCHUM	MARCH2022	MAR 22 BLDG PERMIT FEES	23,098.65
01-4170-4400 ADVERTISING & LEGAL PUBLICATIO			
EXPRESS PUBLISHING, INC.	10002196 0331	10002196 033122	785.71
Total PLANNING & BUILDING:			57,385.07
NON-DEPARTMENTAL			
01-4193-4200 PROFESSIONAL SERVICE			
BLAINE COUNTY TITLE	2224357	WARM SPRINGS RANCH	2,928.11
NESTED STRATEGIES	1062	CAPITAL CAMPAIGN CONSULTANT TO ACQUIRE WARM SPRINGS	5,000.00
SPUR COMMUNITY FOUNDATIO	1495	Monthly fee for donation precessing per Warm Springs Preserve Grant	

Vendor Name	Invoice Number	Description	Net Invoice Amount
SPUR COMMUNITY FOUNDATIO	1528	Agreement	5,000.00
		Monthly fee for donation precessing per Warm Springs Preserve Grant Agreement	5,000.00
01-4193-4500 1ST/WASHINGTON RENT			
CITY OF KETCHUM	5573	URA-PARKING LOT- RENT	3,000.00
01-4193-6500 CONTRACT FOR SERVICE			
BLAINE COUNTY TREASURER	3	Sustainability	21,655.00
S & C ASSOCIATES LLC	2357-2388 (M	2368	1,550.00
S & C ASSOCIATES LLC	2357-2388 (M	2359	570.00
S & C ASSOCIATES LLC	2357-2388 (M	2361	177.00
S & C ASSOCIATES LLC	2357-2388 (M	2367	531.00
01-4193-9930 GENERAL FUND OP. CONTINGENCY			
SENTINEL FIRE & SECURITY, IN	75547	2347 - 8th Street West	882.00
US BANK	5030 032522	BLUE AND PINE	125.00
US BANK	6235 032522	SUNBRELLA PATIO GAZEBO*4	3,479.80
S & C ASSOCIATES LLC	2357-2388 (M	2369	1,487.00
BLUE PINE CREATIVE	208	Websight Desgin and Development - Warm Springs Rd, LOT, Downtown Development Rules, & Mailchimp Template Build	4,000.00
BD CONSULTING	KET 2022-01	FINANCIAL CONSULTING, KURA, WATER, WASTEWATER, CIP, 5 YR	862.50
Total NON-DEPARTMENTAL:			56,247.41
FACILITY MAINTENANCE			
01-4194-2515 VISION REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	845917	HRA & FSA Admin Fees MARCH	21.03
01-4194-3200 OPERATING SUPPLIES			
A.C. HOUSTON LUMBER CO.	2204-906942	SAFTEY GLASSES, GLOVES	39.38
US BANK	9988 032522	COFFEE, PANTS, REPLACEMENT CUPS	144.61
US BANK	9988 032522	BULK SUNSCREEN, GATORADE	57.92
01-4194-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	990746	38950 033122	172.29
01-4194-4200 PROFESSIONAL SERVICES			
KETCHUM COMPUTERS, INC.	18790	MAR 22 FACILITY MAINT	130.50
01-4194-5200 UTILITIES			
CITY OF KETCHUM	FEBRUARY 20	536	261.90
CITY OF KETCHUM	FEBRUARY 20	9991	109.64
CITY OF KETCHUM	FEBRUARY 20	560	29.10
CITY OF KETCHUM	FEBRUARY 20	1127	29.10
CITY OF KETCHUM	FEBRUARY 20	9995	87.30
CITY OF KETCHUM	FEBRUARY 20	532	111.94
CITY OF KETCHUM	FEBRUARY 20	456	29.10
CITY OF KETCHUM	FEBRUARY 20	1245	78.24
CITY OF KETCHUM	FEBRUARY 20	9996	107.34
CITY OF KETCHUM	MARCH 2022	560	29.10
CITY OF KETCHUM	MARCH 2022	9996	107.34
CITY OF KETCHUM	MARCH 2022	1245	78.24
CITY OF KETCHUM	MARCH 2022	9991	109.64
CITY OF KETCHUM	MARCH 2022	456	29.10
CITY OF KETCHUM	MARCH 2022	536	261.90
CITY OF KETCHUM	MARCH 2022	9995	87.30

Vendor Name	Invoice Number	Description	Net Invoice Amount
CITY OF KETCHUM	MARCH 2022	532	111.94
CLEAR CREEK DISPOSAL	00001512509	TOWN SQUARE	137.00
CLEAR CREEK DISPOSAL	0001509340	1803 Warm Springs Road	86.73
CLEAR CREEK DISPOSAL	0001510025	171 RIVER ST	86.19
CLEAR CREEK DISPOSAL	0001510184	131 RIVER ST E	86.19
IDAHO POWER	2201272487 03	2201272487 032222	216.14
IDAHO POWER	2203538992 03	2203538992 032222	34.06
INTERMOUNTAIN GAS	3264933000 03	130 S 1ST AVE	23.46
INTERMOUNTAIN GAS	65669030002 0	491 E SUN VALLEY RD	9.79

01-4194-5300 CUSTODIAL & CLEANING SERVICES

WESTERN BUILDNG MAINTEN	0133371-IN	Monthly Janitorial Service	3,395.12
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01-4194-5910 REPAIR & MAINT-491 SV ROAD

CITY OF KETCHUM	FEBRUARY 20	491 BLDG	649.73
CITY OF KETCHUM	MARCH 2022	491 BLDG	649.73
CLEAR CREEK DISPOSAL	0001517577	491 Sun Valley Road- Starbucks	1,851.96
IDAHO POWER	2202522062 03	0030120572 032222	453.47
INTERMOUNTAIN GAS	17499804809 0	491 E SUN VALLEY RD	344.65
THORNTON HEATING	52224	491 SUN VALLEY- NO HEAT SERVICE CALL	128.00
WESTERN BUILDNG MAINTEN	0133371-IN	Monthly Janitorial Service	1,403.00

01-4194-6000 REPAIR & MAINT-AUTOMOTIVE EQUI

RIVER RUN AUTO PARTS	6538-176901	BATTERY,BATTERY CLIP	131.94
RIVER RUN AUTO PARTS	6538-176903	ALTERNATOR,BATTERY, RIBBELT	209.11

01-4194-6950 MAINTENANCE

A.C. HOUSTON LUMBER CO.	2203-902742	TOILET SEAT	24.99
A.C. HOUSTON LUMBER CO.	2203-902770	TOILET SEAT	24.99-
A.C. HOUSTON LUMBER CO.	2203-902771	TOILET SEAT	25.99
A.C. HOUSTON LUMBER CO.	2203-903711	TOGGLER ANCHOR, FASTENERS, DRYWALL SCREWS	54.72
A.C. HOUSTON LUMBER CO.	2204-905959	FENCE REPAIR SUPPLIES	14.08
A.C. HOUSTON LUMBER CO.	2204-906262	BOLT, FASTENERS, WASHER, GLOVE	13.48
CHATEAU DRUG CENTER	2530448	TERRY TOWELS	10.44
COLOR HAUS, INC.	256798	DTM ALKYD LOW LUSTRE BLACK	29.00
SAWTOOTH WOOD PRODUCTS, I	0000132180	POST/7'6" BLUNT	84.00
SAWTOOTH WOOD PRODUCTS, I	0000132182	LAG SCREW, WASHER	20.70
SAWTOOTH WOOD PRODUCTS, I	000132127	RAIL DIA PEELED	165.00
US BANK	9988 032522	SUCTION CUP REPLACEMENT PART	65.98
US BANK	9988 032522	GARDEN/LANDSCAPING TOOLS	287.63

Total FACILITY MAINTENANCE:

12,891.24

POLICE**01-4210-2505 HEALTH REIMBURSEMENT ACCT(HRA)**

NBS-NATIONAL BENEFIT SERVI	CP312797	HRA MEDICAL	167.08
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01-4210-2515 VISION REIMBURSEMENT ACCT(HRA)

NBS-NATIONAL BENEFIT SERVI	845917	HRA & FSA Admin Fees MARCH	6.45
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01-4210-3200 OPERATING SUPPLIES

A.C. HOUSTON LUMBER CO.	2203-904372	BUNGEE CORD, FASTENERS	8.68
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01-4210-3500 MOTOR FUELS & LUBRICANTS

LIDSTROM, BLAKE	040422	CSO GAS	145.11
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Vendor Name	Invoice Number	Description	Net Invoice Amount
01-4210-3610 PARKING OPS PROCESSING FEES			
CALE AMERICA, INC.	168508	MARCH 2022 Active Meters	165.00
FLASHPARKING INC	124136	Omni Park Subscription	100.00
01-4210-3620 PARKING OPS EQUIPMENT FEES			
FLASHPARKING INC	124136	Omni Park Subscription	637.00
01-4210-4200 PROFESSIONAL SERVICES			
MOUNTAIN HUMANE	2	QUARTERLY PAYMENT	600.00
KETCHUM COMPUTERS, INC.	18791	MAR 22 KPD	2,330.50
01-4210-4250 PROF.SERVICES-BCSO CONTRACT			
BLAINE COUNTY CLERK/RECOR	201051	BCSO Law Enforcement Services	130,714.08
01-4210-5100 TELEPHONE & COMMUNICATIONS			
AT&T MOBILITY LLC	287307161044	Firstnet/AT&T Monthly Bill	239.89
AT&T MOBILITY LLC	287310798935	CREDIT FIRSTNET	238.08
Total POLICE:			135,351.87

FIRE & RESCUE**01-4230-2505 HEALTH REIMBURSEMENT ACCT(HRA)**

NBS-NATIONAL BENEFIT SERVI	CP312797	HRA MEDICAL	3,406.59
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01-4230-2515 VISION REIMBURSEMENT ACCT(HRA)

NBS-NATIONAL BENEFIT SERVI	845917	HRA & FSA Admin Fees MARCH	78.15
NBS-NATIONAL BENEFIT SERVI	CP312797	VISION	900.00

01-4230-3200 OPERATING SUPPLIES FIRE

A.C. HOUSTON LUMBER CO.	2204-905618	Supplies for Fire Inspections	1.29
A.C. HOUSTON LUMBER CO.	2204-906993	Dust pan	8.50
ATKINSONS' MARKET	02527521	Cleaning Supplies	2.70
ATKINSONS' MARKET	05518032	Coffee, Cleaning supplies	29.09
ATKINSONS' MARKET	08446912	Coffee	27.54
ATKINSONS' MARKET	08447401	Coffee, Bananas and Oranges	34.25
BUSINESS AS USUAL INC.	158283	File Box	28.50
CHATEAU DRUG CENTER	2529660	Supplies for Fire Inspections	18.37
UNITED STATES POSTMASTER	966 040122	Box 966 Fee	88.00
US BANK	6235 032522	BUSINESS CARDS- MOO	101.55
CURTIS TOOLS FOR HEROES	INV582092	MSA Cairns Standard Helmet	283.00
TELEFLEX LLC	9505311088	EZ-IO Power Driver, Driver Cradle	226.10
TELEFLEX LLC	9505311089	EZ-IO Power Driver Hardsided Carrying Case	19.71
PETZL AMERICA	6000325906	Back Country Rescue Pulley	265.88

01-4230-3210 OPERATING SUPPLIES EMS

A.C. HOUSTON LUMBER CO.	2204-906993	Dust Pan	8.49
ATKINSONS' MARKET	02527521	Cleaning Supplies	2.69
ATKINSONS' MARKET	05518032	Coffee, Cleaning Supplies	29.09
ATKINSONS' MARKET	08446912	Coffee	27.54
ATKINSONS' MARKET	08447401	Coffee, Bananas and Oranges	34.25
CHATEAU DRUG CENTER	2529473	Drawer Organizers for Ambulances	71.96
NORCO	34478564	54794 031622	61.17
NORCO	34596030	52355 033122	62.31
NORCO	34597128	54794 033122	211.77
UNITED STATES POSTMASTER	966 040122	Box 966 Fee	88.00
HENRY SCHEIN	18475049	Medical Supplies	31.14
HENRY SCHEIN	18610978	Drugs	496.12

Vendor Name	Invoice Number	Description	Net Invoice Amount
HENRY SCHEIN	18610978	Medical Supplies	19.26
HENRY SCHEIN	21600636	Refund Medical Supplies	15.57-
01-4230-3500 MOTOR FUELS & LUBRICANTS FIRE			
UNITED OIL	990605	37267 033122	204.19
UNITED OIL	990761	39060 033122	116.60
01-4230-3510 MOTOR FUELS & LUBRICANTS EMS			
UNITED OIL	990605	37267 033122	409.69
01-4230-4200 PROFESSIONAL SERVICES FIRE			
KETCHUM COMPUTERS, INC.	18790	MAR 22 FIRE	2,030.00
01-4230-4910 TRAINING EMS			
IDAHO DEPT. OF HEALTH & WEL	5217	ALS License Renewal - Rebecca Rusch	25.00
01-4230-4920 TRAINING-FACILITY			
IDAHO POWER	2224210258 04	2224210258 040722	36.91
01-4230-5100 TELEPHONE & COMMUNICATION FIRE			
MTE COMMUNICATIONS	056983 040122	056983 040122	15.13
SYRINGA NETWORKS, LLC	22APR0340	703719 040122	475.00
UPS STORE #2444	MMN7FR5PZ	Shipping-Radio	8.17
VERIZON WIRELESS	9902604881	842054354 032322	303.50
COX BUSINESS	049446101 032	049446101 032822	122.84
01-4230-5110 TELEPHONE & COMMUNICATION EMS			
MTE COMMUNICATIONS	056983 040122	056983 040122	15.12
SYRINGA NETWORKS, LLC	22APR0340	703719 040122	475.00
UPS STORE #2444	MMN7FR5PZ	0142305110	8.17
VERIZON WIRELESS	9902604881	842054354 032322	303.49
COX BUSINESS	049446101 032	049446101 032822	122.83
AT&T MOBILITY LLC	287307161044	Firstnet/AT&T Monthly Bill	239.89
01-4230-5200 UTILITIES			
CITY OF KETCHUM	FEBRUARY 20	2307	282.23
CITY OF KETCHUM	MARCH 2022	2307	282.23
IDAHO POWER	2226144497 03	2226144497 032522	1,840.72
INTERMOUNTAIN GAS	26223127833 0	26223127833 032522	694.61
01-4230-6000 REPAIR & MAINT-AUTO EQUIP FIRE			
A.C. HOUSTON LUMBER CO.	2203-904439	Drill Bits	14.46
A.C. HOUSTON LUMBER CO.	2204-905415	Fasteners, washer, locknut for Rescue 1	2.92
ALSCO - AMERICAN LINEN DIVI	LBOI1972371	5109 031422	12.27
ALSCO - AMERICAN LINEN DIVI	LBOI1975997	5109 032822	12.27
CHATEAU DRUG CENTER	2530790	Gorilla Tape	14.24
RIVER RUN AUTO PARTS	6538-176786	Diesel Exhaust Fluid for Maintenance for Amb and T1	24.95
01-4230-6010 REPAIR & MAINT-AUTO EQUIP EMS			
ALSCO - AMERICAN LINEN DIVI	LBOI1972371	5109 031422	12.26
ALSCO - AMERICAN LINEN DIVI	LBOI1975997	5109 032822	12.26
CHATEAU DRUG CENTER	2530790	Gorilla Tape	14.24
RIVER RUN AUTO PARTS	6538-176786	Diesel Exhaust Fluid for Maintenance for AMb & T1	49.90
01-4230-6910 OTHER PURCHASED SERVICES EMS			
NORTH BLAINE COUNTY FIRE D	2022-01	Storage fee for AMB 23	7,000.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
Total FIRE & RESCUE:			21,828.53
STREET			
01-4310-2505 HEALTH REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP312797	HRA MEDICAL	704.45
01-4310-2515 VISION REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	845917	HRA & FSA Admin Fees MARCH	40.87
01-4310-3200 OPERATING SUPPLIES			
BUSINESS AS USUAL INC.	157995	PAPERWORK FLAGS	14.90
D & B SUPPLY INC.	3096894 04022	WORK PARTS	99.98
01-4310-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	990607	37269 033122	1,811.62
01-4310-4200 PROFESSIONAL SERVICES			
EXPRESS PUBLISHING, INC.	10002196 0331	10002196 033122	341.00
KETCHUM COMPUTERS, INC.	18790	MAR 22 STREETS	543.75
WESTERN STATES CAT	IN001964334	Dozer Rental	950.00
01-4310-4900 PERSONNEL TRAINING/TRAVEL/MTG			
LHTAC	T203212022-01	T2 Center Classes	160.00
01-4310-5200 UTILITIES			
CITY OF KETCHUM	FEBRUARY 20	9993	194.70
CITY OF KETCHUM	FEBRUARY 20	9999	158.12
CITY OF KETCHUM	MARCH 2022	9993	194.70
CITY OF KETCHUM	MARCH 2022	9999	158.12
CLEAR CREEK DISPOSAL	0001509337	200 10TH ST E	67.44
INTERMOUNTAIN GAS	3264933000 03	911 WARM SPRINGS	253.17
INTERMOUNTAIN GAS	3264933000 03	200 E 10TH ST	781.10
INTERMOUNTAIN GAS	49439330009 0	260 E 10 ST	97.50
01-4310-6100 REPAIR & MAINT--MACHINERY & EQ			
NAPA AUTO PARTS	096848	V-BELT, RETROFIT KIT, FITTING- RETURN	82.95-
WESTERN STATES CAT	IN001969734	GUARD COR RH, LH BOLTS, NUTS	724.06
01-4310-6910 OTHER PURCHASED SERVICES			
FIRE SERVICES OF IDAHO	12189291	Annual Service on Fire Ext.	871.00
NORCO	34596113	53271 033122	246.45
CINTAS FIRST AID & SAFETY	5102044668	First Aid Supplies	113.41
01-4310-6920 SIGNS & SIGNALIZATION			
ECONO SIGNS LLC	10-974184	STENCILS FOR STREET MARKETING	1,038.80
01-4310-6930 STREET LIGHTING			
IDAHO POWER	2204535385 03	0030283541 032222	53.21
PLATT ELECTRIC SUPPLY	2P43391	HIGH POWER LED RETROFIT	262.59
01-4310-6950 MAINTENANCE & IMPROVEMENTS			
A.C. HOUSTON LUMBER CO.	2203-903490	FENCE SUPPLIES	132.68
COLOR HAUS, INC.	256850	FENCE REPAIR- STAIN	42.36
IMPERIAL ASPHALT LLC	5010	CRACK SEAL	8,622.24
TRAFFIC SAFETY SUPPLY CO., I	INV046800	Paint tabs for chip seal	674.62
WALKER SAND AND GRAVEL	1003180	Road Base	118.69

Vendor Name	Invoice Number	Description	Net Invoice Amount
WALKER SAND AND GRAVEL	1003929	Road Base	127.07
Total STREET:			19,515.65

RECREATION**01-4510-2505 HEALTH REIMBURSEMENT ACCT(HRA)**

NBS-NATIONAL BENEFIT SERVI	CP312797	HRA MEDICAL	254.05
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01-4510-2515 VISION REIMBURSEMENT ACCT(HRA)

NBS-NATIONAL BENEFIT SERVI	845917	HRA & FSA Admin Fees MARCH	16.25
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01-4510-3200 OPERATING SUPPLIES

CHATEAU DRUG CENTER	2523294	SHARPIES, GLUE, GLUE GUN, CRAFT STICKS	51.21
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01-4510-3250 RECREATION SUPPLIES

CHATEAU DRUG CENTER	2530180	PENS, SOAP, POSTITS	18.96
WEBB LANDSCAPING	K-IN-167491	PLANT FOOD	18.98

01-4510-3300 RESALE ITEMS-CONCESSION SUPPLY

ATKINSONS' MARKET	04185437	EGGS, OVEN GRILL	6.40
ATKINSONS' MARKET	04185531	FRUIT, CRESANT, PASTA	54.56
ATKINSONS' MARKET	05522358	FRUIT, SNACKS, BEEF	64.05
ATKINSONS' MARKET	08442431	SNACKS, CRESANTS, FRUIT	29.67

01-4510-3500 MOTOR FUELS & LUBRICANTS

LUTZ RENTALS	128474-1	Propane	23.81
UNITED OIL	990606	37268 033122	79.16

01-4510-4200 PROFESSIONAL SERVICE

KETCHUM COMPUTERS, INC.	18790	MAR 22 PARKS	442.25
BACKGROUND INVESTATION B	CIT025040122-	Background Checks	47.90

01-4510-6100 REPAIR & MAINT--MACHINERY & EQ

A.C. HOUSTON LUMBER CO.	2204-904541	CIRC SAW BLADE	11.69
A.C. HOUSTON LUMBER CO.	2204-907165	2*12 FIR/LARCH	36.88

Total RECREATION: 1,155.82

Total GENERAL FUND: 344,312.28

**GENERAL CAPITAL IMPROVEMENT FD
GENERAL CIP EXPENDITURES****03-4193-7100 SUN VALLEY RD MILL & OVERLAY**

S & C ASSOCIATES LLC	2357-2388 (M	2364	1,432.00
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Total GENERAL CIP EXPENDITURES: 1,432.00

Total GENERAL CAPITAL IMPROVEMENT FD: 1,432.00

**ORIGINAL LOT FUND
ORIGINAL LOT TAX****22-4910-4200 PROFESSIONAL SERVICES**

US BANK	6235 032522	HEARTLAND/BIG WOOD BREAD LUNCH ORDER	168.69
US BANK	6235 032522	VALLEY BUCKS	300.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
22-4910-6040 SUN VALLEY MARKETING ALLIANCE			
VISIT SUN VALLEY	80	Monthly Payment per contract	20,833.33
22-4910-6080 MOUNTAIN RIDES			
MOUNTAIN RIDES	11819	Specific Services- MONTHLY INSTALLMENT 04/22	57,250.00
Total ORIGINAL LOT TAX:			78,552.02
Total ORIGINAL LOT FUND:			78,552.02
ADDITIONAL1%-LOT FUND			
ADDITIONAL 1%-LOT			
25-4910-4220 SUN VALLEY AIR SERVICE BOARD			
SUN VALLEY AIR SERVICE BOA	FEBRUARY M	February MOS 2022	294,976.50
Total ADDITIONAL 1%-LOT:			294,976.50
Total ADDITIONAL1%-LOT FUND:			294,976.50
FIRE CONSTRUCTION FUND			
FIRE FUND EXP/TRNFRS			
42-4800-7450 EQUIPMENT			
DELL MARKETING L.P.	10564467174	DELL COMPUTERS	1,350.07
DELL MARKETING L.P.	10566834120	DELL COMPUTERS	2,374.55
Total FIRE FUND EXP/TRNFRS:			3,724.62
Total FIRE CONSTRUCTION FUND:			3,724.62
IN-LIEU HOUSING FUND			
IN-LIEU HOUSING EXPENDITURES			
52-4410-7115 AFFORDBLE WORKFORCE HOUSING			
S & C ASSOCIATES LLC	2357-2388 (M	2374	460.50
Total IN-LIEU HOUSING EXPENDITURES:			460.50
Total IN-LIEU HOUSING FUND:			460.50
STRATEGIC INITIATIVE FUND			
STRATEGIC INITIATIVE EXPENSE			
54-4410-4200 PROFESSIONAL SERVICES			
IRISH ELECTRIC	43122	LAUDRY ROOM ELECTRIC INSTALL	3,800.00
US BANK	6235 032522	SCANDIA INN STAY	319.70
US BANK	6235 032522	ARTIFY TIER EASEL	56.43-
US BANK	6235 032522	DOUBLE TIER EASEL	282.16-
US BANK	6235 032522	GLOW GOOD CAFE	17.28
ALBOUM TRANSLATION SERVIC	I-6350	ACTION PLAN POSTER	26.28
Total STRATEGIC INITIATIVE EXPENSE:			3,824.67
Total STRATEGIC INITIATIVE FUND:			3,824.67

Vendor Name	Invoice Number	Description	Net Invoice Amount
WATER FUND			
WATER EXPENDITURES			
63-4340-2515 VISION REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	845917	HRA & FSA Admin Fees MARCH	16.50
63-4340-3100 OFFICE SUPPLIES & POSTAGE			
BUSINESS AS USUAL INC.	158204	CORRECTION TAPE, POSTITS, BATTERY	23.15
63-4340-3120 DATA PROCESSING			
BILLING DOCUMENT SPECIALIS	81461	Postage & Mailings	442.69
63-4340-3200 OPERATING SUPPLIES			
ALSCO - AMERICAN LINEN DIVI	LBO11979228	DISPOSBALE REFILL, CABINET, MATS	28.42
ALSCO - AMERICAN LINEN DIVI	LBO11979230	VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT	56.43
CHATEAU DRUG CENTER	2530469	DURA AAA BATTERY	18.04
GO-FER-IT	110716	292 033122	20.00
PIPECO, INC.	S4489433.001	BLUE MARKING PAINT	67.75
63-4340-3400 MINOR EQUIPMENT			
A.C. HOUSTON LUMBER CO.	2203-904319	WIRE SCRUB BRUSH	13.98
63-4340-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	990609	37271 033122	593.75
63-4340-3600 COMPUTER SOFTWARE			
US BANK	9642 032522	AUTODESK-AUTOCAD SUB	220.00
63-4340-3800 CHEMICALS			
GEM STATE WELDERS SUPPLY,I	E268070	55 Gallon Sodium Hypochlorite	252.24
63-4340-4200 PROFESSIONAL SERVICES			
DIG LINE	0068035-IN	0000167 033122	35.90
FERGUSON ENTERPRISES, LLC	0814525	ANNUAL SOFTWARE SUPPORT	2,599.92
FIRE SERVICES OF IDAHO	12261844	Annual Service of Fire Ext.	63.00
KETCHUM COMPUTERS, INC.	18790	MAR 22 WATER	239.25
POLLARDWATER	SC1363	31803-SERVICE CHARGE MARCH	2.60
AWSI	517716	Pre-employment Testing	153.50
63-4340-5100 TELEPHONE & COMMUNICATIONS			
SENTINEL FIRE & SECURITY, IN	74670	1177- 110 River Ranch Road	74.25
SYRINGA NETWORKS, LLC	22APR0340	146523 040122	325.00
63-4340-5200 UTILITIES			
IDAHO POWER	2203658592 03	2203658592 032522	5,472.95
INTERMOUNTAIN GAS	3264933000 03	110 RIVER RANCH RD A	44.09
Total WATER EXPENDITURES:			10,763.41
Total WATER FUND:			10,763.41
WATER CAPITAL IMPROVEMENT FUND			
WATER CIP EXPENDITURES			
64-4340-7806 NEW STAND-BY GENERATOR WA/ADM.			
DC ENGINEERING	21KET01A1D-	ENGINEERING BACKUP POWER NWW & ADMIN	100.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
Total WATER CIP EXPENDITURES:			100.00
Total WATER CAPITAL IMPROVEMENT FUND:			100.00
WASTEWATER FUND			
WASTEWATER EXPENDITURES			
65-4350-2505 HEALTH REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP312797	HRA MEDICAL	634.86
65-4350-2515 VISION REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	845917	HRA & FSA Admin Fees MARCH	35.85
NBS-NATIONAL BENEFIT SERVI	CP312797	VISION	850.18
65-4350-3100 OFFICE SUPPLIES & POSTAGE			
BUSINESS AS USUAL INC.	158204	CORRECTION TAPE POSTITS, BATTERY	23.15
65-4350-3120 DATA PROCESSING			
BILLING DOCUMENT SPECIALIS	81461	Postage & Mailings	664.03
65-4350-3200 OPERATING SUPPLIES			
ALSCO - AMERICAN LINEN DIVI	LBOI1976658	VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT	45.00
ALSCO - AMERICAN LINEN DIVI	LBOI1977405	VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT	38.04
ALSCO - AMERICAN LINEN DIVI	LBOI1979222	VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT	38.87
ALSCO - AMERICAN LINEN DIVI	LBOI1979228	DISPOSABLE REFILL,CABINET, MATS	28.41
ALSCO - AMERICAN LINEN DIVI	LBOI1979229	SHOP TOWELS, MATS, MOPS	126.36
ATKINSONS' MARKET	0001040418426	WATER, AMMONIA	22.70
ATKINSONS' MARKET	03608608	Cleaning supplies	16.15-
ATKINSONS' MARKET	03608609	SD LEMON SCENTED CLEANER	14.20
ATKINSONS' MARKET	05521608	TAZO TEAS	12.23
ATKINSONS' MARKET	08443929	Cleaning supplies	16.15
CHATEAU DRUG CENTER	2530915	ALOE	5.79
D & B SUPPLY INC.	22546	FREIGHT CHARGE	12.00
GEM STATE PAPER & SUPPLY	1071028	CLEANER, GLOVES, PAPER SUPPLIES	241.82
GEM STATE PAPER & SUPPLY	1071442	TOWELS,SOAP	43.78
GEM STATE PAPER & SUPPLY	1071658	PAPER TOWELS	36.66
GO-FER-IT	110716	292 033122	23.00
UPS STORE #2444	MMN7FR58T2	Shipping	15.99
UPS STORE #2444	MMN7FR5NJ1	WATER SAMPLES	15.99
US BANK	9642 032522	SUMMIT REPLACEMENT FILTER	219.98
US BANK	9642 032522	RePLACEMENT DESICCANT CARTRIDGE	95.07-
65-4350-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	990608	37270 033122	155.09
65-4350-3800 CHEMICALS			
THATCHER COMPANY, INC.	2022100111006	Aluminum Sulfate	6,004.40
65-4350-4200 PROFESSIONAL SERVICES			
KETCHUM COMPUTERS, INC.	18790	MAR 22 WW	239.25
QUALITY CONTROL SERVICES, I	66735	Onsite Service	1,735.00
BACKGROUND INVESTATION B	CIT025040122-	Background Checks	23.95
S & C ASSOCIATES LLC	2357-2388 (M	2360	59.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
65-4350-5100 TELEPHONE & COMMUNICATIONS			
SENTINEL FIRE & SECURITY, IN	74670	1177- 110 River Ranch Road	24.75
SYRINGA NETWORKS, LLC	22APR0340	146523 040122	325.00
65-4350-5200 UTILITIES			
INTERMOUNTAIN GAS	3264933000 03	110 RIVER RANCH RD SLUDGE LOADING BLD	52.09
INTERMOUNTAIN GAS	3264933000 03	110 RIVER RANCH RD A	44.08
INTERMOUNTAIN GAS	3264933000 03	110 RIVER RANCH RD GRIT BLD	321.33
INTERMOUNTAIN GAS	3264933000 03	110 RIVER RANCH RD C	523.40
INTERMOUNTAIN GAS	58208688554 0	110 RIVER RANCH RD MECHANICAL BAR SCREEN	11.03
65-4350-6100 REPAIR & MAINT-MACH & EQUIP			
RIVER RUN AUTO PARTS	6538-176785	WEATHERSTRIP	16.90
US BANK	9642 032522	TRIANGULAR 3 BOLT PAIR	9.15
US BANK	9642 032522	PANASONIC BATTERY	19.23
US BANK	9642 032522	LITHONIA EMERGENCY LIGHT BATTERY	16.99
65-4350-6900 COLLECTION SYSTEM SERVICES/CHA			
DIG LINE	0068035-IN	0000167 033122	35.90
RIVER RUN AUTO PARTS	6538-176837	BRAKE CLEAN, RIB BELT	44.73
UNITED OIL	990608	37270 033122	9.13
US BANK	9642 032522	AUTODESK-AUTOCAD SUB	220.00
US BANK	9642 032522	CAM AND GROOVE FITTING, ADAPTER	23.69
US BANK	9642 032522	CLEAR PVC SCHEDULE 40 PIPE	35.20
ONE.7, INC.	2007062952	Aries Part - Cable	726.93
Total WASTEWATER EXPENDITURES:			13,730.04
Total WASTEWATER FUND:			13,730.04
PARKS/REC DEV TRUST FUND			
93-3700-7500 % FOR ARTS CITY HALL			
BALCOM, JAKE	03162022	KAC CITY HALL SCULPTURE ARTIST PROPOSAL	10,000.00
Total :			10,000.00
PARKS/REC TRUST EXPENDITURES			
93-4900-5900 WARM SPRINGS PRESERVE			
LAMB, RUSS	041322	PAINTED LABS	2,000.00
LAMB, RUSS	111721	PAINTED LABS	29,000.00
Total PARKS/REC TRUST EXPENDITURES:			31,000.00
Total PARKS/REC DEV TRUST FUND:			41,000.00
ESSENTIAL SERVICES FAC. TRUST			
ESF TRUST EXPENDITURES			
95-4193-4200 PROFESSIONAL SERVICES			
S & C ASSOCIATES LLC	2357-2388 (M	2372	59.00
Total ESF TRUST EXPENDITURES:			59.00
Total ESSENTIAL SERVICES FAC. TRUST:			59.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
Grand Totals:			792,935.04

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

March 30, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho 83340

Mayor Bradshaw and City Councilors:

Recommendation to approve Purchase order 22072 For Skyline trash cans

Recommendation and Summary

Staff is recommending the council approve Purchase order 22072 with Sonntag Recreation LLC. for 20 new trash cans by adopting the following motion:

"I move to approve Purchase Order 22072 for an amount not to exceed \$21436.- with Sonntag Recreation LLC. and authorize the mayor to sign the PO."

The reasons for the recommendation are as follows:

- This will replace broken existing green trash cans and add new cans.
- The current trash cans are over 25 years old and spare parts are no longer available.

Introduction and History

The City of Ketchum Streets and Facilities Maintenance Department maintains City Parks, Buildings and Athletic fields. The Department also helps managing trash in the city of Ketchum. Over the last 10 years a lot of the existing green trash cans have become broken and unrepairable. There are also certain locations in need of a new trash can added.

Analysis

The trash cans are budgeted for in the Street and Facilities 2022 CIP.

Sustainability Impact

The new trash cans will replace broken ones, enhance the city's look and encourage people to dispose their garbage properly.

Financial Impact

The equipment will be funded from the 2021 CIP budget

Attachments

- Attachment A: Purchase order 22072
- Attachment B: Sonntag Recreation LLC. Quote
- Skyline trash can picture

Sonntag Recreation LLC

QUOTE #2270

DATE: MARCH 17, 2022

4245 Panorama Cir, Salt Lake City, UT 84124
Phone 801-278-9797 Fax 801-278-9794
jwebb@sonntagrec.com

EXPIRATION DATE 5/31/22

TO JUERG STAUFFACHER | CITY OF KETCHUM

SALESPERSON	JOB	PAYMENT TERMS	LEAD TIME
Jeremiah		Due on receipt	8-10 weeks

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
20	<p>MYTCOAT 32 Gallon Skyline Trash Receptacle with Flared Top - Bonnet Top and Liner - Strap Metal - Advantage Coating</p> <p>Advantage Colors:Black, Brown, Green, Dark Blue, Light Blue, Purple, Red, Burgundy, Orange, Yellow, Gray, Tan, and White.</p> <p>Frame Colors: Black or Match any of the Above Colors</p> <p>-Proprietary Coating -Won't Chip, Crack, or Peel -7-year Warranty 13 Available Colors</p> <p><i>Prices do not include sales tax or installation</i></p>	\$1,068.00	\$21,360.00

SUBTOTAL	\$21,360.00
LESS DISCOUNT	-\$1,068.00
FREIGHT	\$1,144.00
TOTAL	\$21,436.00

Quotation prepared by: Jeremiah Webb _____

This is a quotation on the goods named, subject to the conditions noted below: (Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.)

To accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!



Sonntag
Recreation, LLC

4245 Panorama Circle; Salt Lake City, Utah 84124
(800) 748-5450 toll free • (801) 278-9797 phone
(801) 278-9794 fax • chris@sonntagrec.com

TERMS AND CONDITIONS

- This Sonntag Recreation quotation becomes a Sales Agreement and contract only upon receipt by Seller of the signed copy by fax, mail or email prior to the expiration date of the quotation and upon receipt of the required deposit. Cancellation of the Sales Agreement or any returns is only upon approval and may not be possible depending upon the manufacturer and on the time frame of the order and manufacturing.
- Once the job has arrived, balance of the invoice is due per the terms of the agreement. All payments for the equipment are due at the Seller's address in Salt Lake City, Utah as shown above. A finance charge of 1.5% per month will be charged on any unpaid balance which becomes past due. Buyer agrees to pay reasonable attorney fees and collection expenses for the collection of any balance due under the agreement.
- Sales tax will be charged on all invoices unless the Seller is provided a Tax Exemption Certificate when placing the order or before the invoice date.
- This agreement constitutes the final, complete and exclusive statement of the contract between the Seller and the Buyer and supersedes all prior written and oral communications. No person is authorized by the Seller to make any additional or different representation, promises or warranties. Any changes to this Sales Agreement will be by Change Order upon agreement by both parties.
- Manufacturer's warranties apply on products Delivered and the Seller's sole warranty is that the products delivered shall be in conformity with the description above. The Seller expressly disclaims all implied warranties, including warranties of merchantability or fitness for a particular purpose.
- Seller shall not be in breach of this agreement in the event of nonperformance occasioned by strikes, lockouts, accidents, fires, delays in production or acquisition of supplies, delays by carriers, acts of God, government actions, state of war, civil unrest or other causes beyond control of the seller. Buyer may not assign its rights or duties under this Agreement without Seller's prior written consent.



CITY OF KETCHUM
PO BOX 2315 * 480 EAST AVE. * KETCHUM, ID 83340
Administration 208-726-3841 (fax) 208-726-8234

PURCHASE ORDER
BUDGETED ITEM? ____ Yes ____ No

PURCHASE ORDER - NUMBER: 22072

To: 3863 SONNTAG RECREATION, LLC 4245 PANORAMA CIRCLE SALT LAKE CITY UT 84124	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
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P. O. Date	Created By	Requested By	Department	Req Number	Terms
03/28/2022	Shellie	Shellie		0	

Quantity	Description	Unit Price	Total
1.00	Skyline Trash Cans 03-4194-7165	10,146.00	10,146.00
1.00	Skyline Trash Cans 03-4194-7170	10,146.00	10,146.00
1.00	Frieght 01-4194-6950	1,144.00	1,144.00
SHIPPING & HANDLING			0.00
TOTAL PO AMOUNT			21,436.00

Authorized Signature

Color will be black.





City of Ketchum

April 14, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to approve Contract # 22079 For Flower services

Recommendation and Summary

Staff is recommending the council to approve Contract # 22079 with Lily and Fern Landscaping for city flowers and adopt the following motion:

"I move to approve Contract # 22079 for an amount not to exceed \$18119.24 with Lily and Fern Landscaping and authorize the mayor to sign the Contract."

The reasons for the recommendation are as follows:

- The City has had a positive experience on prior contracts with the contractor.
- FM is currently not staffed to do this work in house.

Introduction and History

Each year the city contracts with a company to plant flower beds on 4th Street, Forest Service Park and Town square, grow hanging baskets and inserts for big concrete planters for various locations. The contractor also provides maintenance once a week for 12 weeks and removes annuals and cut perennials at the end of the growing season.

Analysis

The contract involves periodic work throughout the growing season. The sporadic and specialized nature of the work makes this task preferable to contract to landscape firms. We have found this to be a cost-effective solution.

Financial Impact

A not-to-exceed contract amount of \$18,119.24 is budgeted in the facility maintenance division's City Beautification line item.

Attachments:

- Attachment A: Contract # 22079
- Attachment B: Lily and Fern Contract Summary
- Attachment C: Purchase order 22079



City of Ketchum

INDEPENDENT CONTRACTOR AGREEMENT

Contract # 22079

(City of Ketchum/ Whitehead Flowers dba Lily and Fern)

THIS INDEPENDENT CONTRACTOR AGREEMENT is made and entered into as of this 18th day of April, 2022, by and between THE CITY OF KETCHUM, an Idaho municipal corporation ("Ketchum"), and WHITEHEAD FLOWERS, LLC, dba LILY & FERN., an Idaho limited liability company ("Contractor").

RECITALS

WHEREAS, Ketchum is a municipal corporation duly organized and existing under the laws of the State of Idaho; and

WHEREAS, Pursuant to Idaho Code §50-301 *et seq.*, Ketchum is empowered to contract and be contracted with; and

WHEREAS, It is deemed in the best interest of Ketchum to contract with Contractor for certain City beautification services as set forth in more detail herein below (the "Services"); and

WHEREAS, Ketchum finds that contracting with Contractor for performance of the Services shall conserve economic resources and improve appearance throughout Ketchum in furtherance of the enjoyment of the residents and visitors of Ketchum.

NOW, THEREFORE, for the consideration recited herein below, Ketchum and Contractor enter this Agreement according to the following terms and conditions:

1. Incorporation of Recitals. The Recitals set forth herein above are hereby incorporated into and made an integral part of this Agreement.
2. The Services. Contractor shall perform flower/beautification services in Ketchum as follows:
 - a. Contractor shall perform services as outlined in attached proposal dated September 29, 2021 and approved by the City Council on April 18, 2022.
 - b. Contractor shall provide professionally trained and duly licensed drivers, and safe, Idaho-licensed, Idaho-registered, well-maintained equipment necessary to perform City beautification services designated by the Director of Streets and Facilities or any other employee of Ketchum designated by such Department Head. Ketchum shall have no responsibility for the security or protection of, maintenance of or damage to, Contractor's supplies or equipment.

- c. Contractor shall communicate directly with the Facilities Maintenance Supervisor regarding work to be performed as outlined in attached documentation and is required to obtain permission prior to performing any work outside the attached document's scope.
 - d. Contractor shall provide all tools, equipment, materials and services to complete and perform the Services, including without limitation, fuel for Contractor's trucks and all maintenance and repair of Contractor's trucks and trailers.
 - e. Ketchum shall not provide meals or any benefits whatsoever to Contractor, its officers, directors, shareholders, members, managers, agents or employees at any time, including without limitation, during breaks.
3. Payment for Services.
- a. In exchange for services, Ketchum will pay contractor based upon review and approval of work invoiced. Total amount of contract is not to exceed \$18,119.24.
4. Waiver. If Contractor requests Ketchum's assistance in any matter such as labor, equipment, or traffic control and Ketchum is able and willing to assist Contractor, Contractor hereby agrees to hold Ketchum, its employees and elected officials harmless and waives, releases, acquits, and forever discharges and indemnifies Ketchum, its employees and elected officials from any and all actions, causes of action, claims, demands, damages, costs, loss of service, expenses and compensation, in any manner related to or arising from such assistance. Such assistance shall be purely voluntary and this Paragraph 4 shall not create or imply the creation of any agreement or obligation on the part of Ketchum.
5. Time of Performance. Contractor shall provide the Services on an "on call" basis as designated by the Facilities Maintenance Supervisor and shall complete such services in a professional and timely manner.
6. Term. This Agreement shall be effective as of the date first above written, and be in full force and effect until May 1, 2023, at which time it shall terminate and neither Party hereto shall have any continuing obligations to the other hereunder. The City may terminate this agreement for any reason upon thirty days written notice to Contractor.
7. Independent Contractor. Ketchum and Contractor hereby agree that Contractor shall perform the Services exclusively as an independent contractor and not as employee or agent of Ketchum. The Parties do not intend to create through this Agreement any partnership, corporation, employer/employee relationship, joint venture or other business entity or relationship other than that of independent contractor. Contractor, its managers, members, directors, officers, shareholders, agents and employees shall not receive nor be entitled to any employment-related benefits from Ketchum including without limitation, workers compensation insurance, unemployment insurance, health insurance, retirement benefits or any benefit that Ketchum offers to its employees. Contractor shall be solely responsible for the payment of all payroll and withholding taxes for amounts paid to

Contractor under this Agreement and for Contractor's payments for work performed in performance of this Agreement by Contractor's managers, members, directors, officers, shareholders, agents and employees; and Contractor hereby releases, holds harmless and agrees to indemnify Ketchum from and against any and all claims or penalties, including without limitation the 100% penalty, which in any manner relate to or arise from any failure to pay such payroll or withholding taxes.

8. Warranty. Contractor warrants that all equipment used to perform this Agreement will function safely, properly, and efficiently and that all services will be performed in a safe, professional and workmanlike manner. Contractor agrees and warrants that all of Contractor's drivers are duly licensed to and capable of operating the equipment contemplated in this Agreement safely and efficiently in adverse or extreme road and weather conditions and that Contractor and its drivers shall obey all traffic laws, drive safely and professionally, and act in a polite professional manner. Contractor warrants and agrees that under no circumstances while performing the Services shall Contractor or any of its drivers be under the influence of any alcohol or other legal or illegal drugs or substances which may impair their driving skills, reaction time or judgment.

9. Indemnification. Contractor agrees to indemnify and hold Ketchum harmless from and against all claims, suits, damages (including without limitation, damages to persons and property including deaths), costs, losses, and expenses, in any manner related to or arising from the acts or omissions of Contractor, its managers, members, directors, officers, shareholders, agents and employees.

10. Registration. Contractor agrees to maintain all registration, license and insurance as required by the laws and decisions of the State of Idaho for all trucks and trailers used in the performance of this Agreement throughout the term of this Agreement. Contractor shall furnish proof of said registration, license and insurance to Ketchum prior to performing any of the Services or being entitled to any pay there for.

11. Insurance. Contractor shall maintain public liability insurance in the amount of \$500,000.00 and workers compensation insurance from an insurance carrier licensed to do business in the State of Idaho, and furnish proof of said insurance to Ketchum prior to performing any of the Services or being entitled to any pay there for

12. Compliance with Laws/Public Records. Contractor, its managers, members, directors, officers shareholders, agents and employees shall comply with all federal, state and local laws, rules and ordinances. This Agreement does not relieve Contractor of any obligation or responsibility imposed upon Contractor by law. Without limitation, Contractor hereby acknowledges that all writings and documents, including without limitation email, containing information relating to the conduct or administration of the public's business prepared by Contractor for City regardless of physical form or characteristics may be public records pursuant to Chapter 1 of Title 74 of Idaho Code Contractor further acknowledges that, subject to certain limitations, the public may examine and take a copy of all such public writings and records. Accordingly, Contractor shall maintain such writings and records in such a manner that they may readily identified, retrieved and made available for such inspection and copying.

13. Notice. All notices, requests, demands or other communication required or provided for under this Agreement, other than instructions given by Ketchum pursuant to Paragraph 2 herein above shall be in writing. Notices to Ketchum and the Contractor shall be addressed as follows:

KETCHUM:

CITY OF KETCHUM
BOX 2315
Ketchum, ID 83340

CONTRACTOR:

Lily and Fern (Whitehead Flowers), LLC
4302 Glenbrook Dr.
Hailey, ID 83333

14. Non-Assignment. Contractor hereby acknowledges that Ketchum has agreed to enter this Agreement based in part on Contractor's unique skills and reputation for professional work. Accordingly, Contractor may not assign or transfer in any manner this Agreement or any of Contractor's right, title or interest in or to this Agreement without the prior written consent of Ketchum which may be withheld for any reason.
15. Amendments. This Agreement may only be changed, modified, or amended in writing executed by all parties.
16. Headings. The headings in the Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.
17. Attorney Fees and Costs. In the event that either party hereto is required to retain the services of an attorney to enforce any of its rights hereunder, the non-prevailing party shall pay to the prevailing party all reasonable costs and attorney fees incurred in such enforcement, whether or not litigation is commenced and including reasonable costs and attorney fees on appeal.
18. No Presumption. No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of the document.
19. Governing Law. This Agreement shall be governed by the laws and decisions of the State of Idaho.
20. Entire Agreement. This Agreement contains the entire Agreement between the parties respecting the matters herein set forth and supersedes all prior Agreements between the parties hereto respecting such matter.
21. Execution and Fax Copies and Signatures. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
22. Authority. The parties executing this Agreement warrant, state, acknowledge, and affirm that they have the authority to sign the same and to bind themselves to the terms contained herein.

IN WITNESS WHEREOF, the Parties execute this Agreement as of this 18th day of April, 2022.

THE CITY OF KETCHUM,
an Idaho municipal corporation

LILY AND FERN(WHITEHEAD FLOWERS),
an Idaho limited liability company

By: _____
Neil Bradshaw, Mayor

By: _____
Its: _____

ATTEST:

Shellie Rubel
Treasurer



CITY OF KETCHUM
PO BOX 2315 * 480 EAST AVE. * KETCHUM, ID 83340
Administration 208-726-3841 (fax) 208-726-8234

PURCHASE ORDER
BUDGETED ITEM? ____ Yes ____ No

PURCHASE ORDER - NUMBER: 22079

To: 2859 LILY & FERN, LLC 4302 GLENBROOK DR HAILEY ID 83333	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
--	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
04/12/2022	bancona	bancona		0	

Quantity	Description	Unit Price	Total
1.00	SEASONAL CITY FLOWERS 01-4194-4220	18,119.24	18,119.24
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		18,119.24

Authorized Signature

2022 Ketchum City Seasonal Flowers

9/29/2021	Lily & Fern (Whitehead Flowers)			HB's/inserts	Delivery	Annuals/Per	Labor	Setup	Maint.	Takedown
City Hall			Each	Total						
0	18" WBox	0	\$38.21	\$0.00						
0	24" WBox	0	\$25.88	\$0.00						
0	30" WBox	0	\$58.97	\$0.00						
1	21" inserts	0	\$68.02	\$0.00					\$0.00	
6 hrs.	Maintenance	0	\$50.00	\$0.00					\$0.00	
4 hrs.	Take Down	0	\$50.00	\$0.00						\$0.00
City & Courtyard										
32	16" HB's	32	\$60.23	\$1,927.36						
7	15" inserts	7	\$45.94	\$321.58						
10	18" inserts	10	\$64.43	\$644.30						
6	24" inserts	6	\$75.00	\$450.00						
190	4" Annuals	190	\$3.50			\$665.00				
756	6" Annuals/Perennials	756	\$6.50			\$4,914.00				
Do not plant in the 6" border of all planting beds.										
32.5	Install hrs.	32.5	\$50.00				\$1,625.00			
48	Maintenance	48	\$50.00						\$2,400.00	
20	Fall Clean	20	\$50.00						\$1,000.00	
Forest Service Park										
30	4"	30	\$3.50			\$105.00				
18	6"	18	\$6.50			\$117.00				
4 hrs.	Spring Clean	4	\$50.00						\$200.00	
15 hrs.	Maintenance	15	\$50.00						\$750.00	
6 hrs.	Fall Clean	6	\$50.00						\$300.00	
	Fertilization / water truck	6	\$50.00						\$300.00	
\$1,000.00	Delivery (incl Street,FS)				\$1,000.00					
28 hrs.	Setup (incl Courtyard,Streets, FS)	28	\$50.00					\$1,400.00		
				\$3,343.24	\$1,000.00	\$5,801.00	\$1,625.00	\$1,400.00	\$4,950.00	\$0.00
	Totals			\$3,343.24	\$1,000.00	\$5,801.00	\$1,625.00	\$1,400.00	\$4,950.00	\$0.00
220 - 4"	May 2022- \$4,530.00, June 2022 - \$4,530.00, July 2022 - \$4,530.00, August 2022 - \$4,530.00								2022 Total	\$18,119.24
774 - 6"									2021	\$15,511.65
									2020 Total	\$15,935.40
Approval Signature: _____					Date: _____					



City of Ketchum

April 18, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Approve PO #22080

Recommendation and Summary

Staff is recommending the council to approve purchase order #22080 with Mountain fire Sprinklers for system updates and repairs of deficiencies on the water operations building fire sprinkler system.

I recommend that Council approve purchase order #22080 with mountain fire Sprinklers of Hailey ID, in a not to exceed amount of \$7,295.00 for the system updates and repairs of deficiencies on the water operations building fire sprinkler system.

The reasons for the recommendation are as follows:

- Public and employee safety
- Aging system that needs attention
- Needs updated and repairs done to be properly tested
- Maintenance to keep from having to do a complete replacement of the system

Introduction and History

This is part of our ongoing maintenance program of keeping are facilities viable and getting the most out of what we have got. Yearly proactive maintenance on our facilities reduces the chances of a major catastrophe.

Analysis

With the rapid changes in state, federal, and local codes we need to be proactive on staying up with the times.

Financial Impact

This is a planned and budgeted expense that will be drawn from our FY 21-22 budget.

Attachments:

Purchase order # 22080

Mountain Fire Sprinklers Quote

Respectfully Submitted.

Gio Tognoni

Water Division Supervisor



CITY OF KETCHUM
PO BOX 2315 * 480 EAST AVE. * KETCHUM, ID 83340
Administration 208-726-3841 (fax) 208-726-8234

PURCHASE ORDER
BUDGETED ITEM? ☐ Yes ☐ No

PURCHASE ORDER - NUMBER: 22080

To: 2971 MOUNTAIN FIRE SPRINKLER BOX 3661 KETCHUM ID 83340	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
---	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
04/12/2022	bancona	bancona		0	

Quantity	Description	Unit Price	Total
1.00	SPRINKLER SYSTEM UPDATES AND RE 63-4340-4200	7,295.00	7,295.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		7,295.00

Authorized Signature



**ACCURATE FIRE PROTECTION SOLUTIONS CORP DBA
MOUNTAIN FIRE SPRINKLERS
1120 BROADFORD RD, #15B
HAILEY, ID 83333
PH 208-726-5722, FAX 208-726-7228
WWW.MOUNTAINFIRESPRINKLERS.COM**

Gio Tognoni
City of Ketchum
PO Box 2315
Ketchum, ID 83340

April 8, 2022

No. Pages 1
Email: gtognoni@ketchumidaho.org

Re: Correct Deficiencies from 2018 Fire Sprinkler & BFP Inspection ----- Ketchum Water Bldg B

We appreciate the opportunity to provide you with our prices below to correct the deficiencies noted in the fire sprinkler inspection performed on May 2, 2018. Price includes material, labor, and tax on material. Price is based on normal working hours M-F, a smooth unobstructed working floor, and material and tools being staged within the footprint of the space. Please note some of this work may uncover more issues in which repairs are not included. Price is good for 30 days.

Remove, replace and UL test 4 dry pendants	Approval _____	\$2,230
Remove and replace 1 dry sidewall	Approval _____	\$504
Correct Attic Head Spacing for Blocked sprinklers	Approval _____	\$2,060
Perform 5 year Internal Inspection of Piping per NFPA 25	Approval _____	\$1,179
Relocate clogged Inspector's Test for Accessibility	Approval _____	\$1,321
0	Approval _____	\$0
0	Approval _____	\$0
0	Approval _____	\$0
0	Approval _____	\$0
0	Approval _____	\$0
0	Approval _____	\$0
0	Approval _____	\$0
0	Approval _____	\$0
0	Approval _____	\$0

Exclusions:

- | | |
|---|--|
| 1. Hydraulic calculations | 9. Fire extinguishers & cabinets |
| 2. Cut, patch, or paint of walls, ceilings, etc. | 10. Access panels |
| 3. Painting of pipe | 11. Repair of leaks unassociated with this work |
| 4. Temporary protection or fire watches | 12. Kitchen hood systems |
| 5. Performance of work on Overtime or After Hours | 13. Upsizing existing pipe |
| 6. Modifications/repairs not listed above | 14. Relocating existing pipe/sprinklers for other trades |
| 7. Delays when taking system out of service. | 15. Monies or design to perform the work without CAD |
| 8. Alarm and detection wiring or devices | |

TERMS OF THIS AGREEMENT ARE:

☐ TIME AND MATERIAL

☐ PRICE NOT TO EXCEED

Total Price **\$7,295**

ACCEPTED BY:

AUTHORIZED CUSTOMER'S SIGNATURE

Gio Tognoni

DATE

Bill Gooding

Mattson Fire Sprinkler

Cell 208-720-5180

Office 208-726-5722

TITLE OF PERSON SIGNING



City of Ketchum

April 18, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Approve PO #22081

Recommendation and Summary

Staff is recommending the council to approve purchase order #22081 with Cummins Sales and Services for the repairs and maintenance needed on the Big Wood Well back up Generator

I recommend that Council approve purchase order #22081 with Cummins Sales and Services of Boise ID in a not to exceed amount of \$6,098.00 for the repairs and maintenance needed on the Big Wood Well Backup Generator.

The reasons for the recommendation are as follows:

- Viable part of Keeping system running during power outages
- Older Generator in need of Professional Maintenance
- Maintenance and repairs beyond our capabilities

Introduction and History

This is part of our ongoing maintenance program of keeping are facilities viable and getting the most out of what we have got. Yearly proactive maintenance on our facilities reduces the chances of a major catastrophe. The Big Wood Generator has been in service since 1986 and a viable part of our system production during power outages and with a new set of gaskets and seals within the engine we should hopefully get another 40 years of life out if it.

Analysis

With inflation and costs skyrocketing it is important to keep our system assets in the best possible condition we can.

Financial Impact

This is a planned and budgeted expense that will be drawn from our FY 21-22 budget.

Attachments:

Purchase order # 22081

Cummins sales and Services Quote

Respectfully Submitted.

Gio Tognoni

Water Division Supervisor



CITY OF KETCHUM
PO BOX 2315 * 480 EAST AVE. * KETCHUM, ID 83340
Administration 208-726-3841 (fax) 208-726-8234

PURCHASE ORDER

BUDGETED ITEM? ☐ Yes ☐ No

PURCHASE ORDER - NUMBER: 22081

To: 5783 CUMMINS SALES AND SERVICE 8949 S FEDERAL WAY BOISE ID 83716	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
---	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
04/12/2022	bancona	bancona		0	

Quantity	Description	Unit Price	Total
1.00	BIG WOOD WELL B/U GENERATOR UP 63-4340-4200	6,098.00	6,098.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		6,098.00

Authorized Signature



Sales and Service

Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:
Cummins Sales and Service
PO Box 772639
Detroit, MI 48277-2639

BOISE ID BRANCH
8949 S FEDERAL WAY
BOISE, ID 83716-
(208)336-5000

INVOICE NO

ESTIMATE

TO PAY ONLINE LOGON TO
customerpayment.cummins.com

BILL TO

CITY OF KETCHUM
UTILITIES DEPARTMENT
PO BOX 2315
110 RIVER RANCH RD
KETCHUM, ID 83340-2315

OWNER

CITY OF KETCHUM
UTILITIES DEPARTMENT
P O BOX 2315
110 RIVER RANCH ROAD
KETCHUM, ID 83340-
GIO TOGNONI - 208 720 7978

PAGE 1 OF 2

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
05-APR-2022		16-MAR-2022	250.0DFR 17R/27619N		ONAN
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
464621		16-MAR-2022	J860842007		GEN SET
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
120772					BIG WOOD

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
------------------	--------------	------------------	-------------	-------------	--------------	------------	--------

OSN/MSN/VIN

J860842007

YEAR 1986

LICENSE 1

COMPLAINT

ESTIMATE TO TRAVEL TO SITE- RESEAL LEAKS AT UPPER ENGINE.
TRAVEL TO SITE CHECK FOR OIL LEAKS-

DIAGNOSTIC CHARGE: 1,010.56

1	0	4024945	SET,UPPER ENGINE GASKET	CECO	266.75	266.75
PARTS:						266.75
PARTS COVERAGE CREDIT:						0.00 CR
TOTAL PARTS:					266.75	
SURCHARGE TOTAL:						0.00
LABOR:						3,286.40
LABOR COVERAGE CREDIT:						0.00 CR
TOTAL LABOR:					3,286.40	
TRAVEL:						474.00
TRAVEL COVERAGE CREDIT:						0.00 CR
TOTAL TRAVEL:					474.00	
MISC.:						1,061.00
MISC. COVERAGE CREDIT:						0.00 CR
TOTAL MISC.:					1,061.00	
ROAD MILEAGE						931.00
HAZ WASTE DISPOSAL						100.00
FREIGHT						30.00

TAX EXEMPT NUMBERS:

LOCAL 0.00

Completion date : 17-Mar-2022 01:31PM. Estimate expires : 15-Apr-2022 02:35PM.

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____



Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:
Cummins Sales and Service
PO Box 772639
Detroit, MI 48277-2639

BOISE ID BRANCH
8949 S FEDERAL WAY
BOISE, ID 83716-
(208)336-5000

INVOICE NO

ESTIMATE

TO PAY ONLINE LOGON TO
customerpayment.cummins.com

BILL TO

CITY OF KETCHUM
UTILITIES DEPARTMENT
PO BOX 2315
110 RIVER RANCH RD
KETCHUM, ID 83340-2315

OWNER

CITY OF KETCHUM
UTILITIES DEPARTMENT
P O BOX 2315
110 RIVER RANCH ROAD
KETCHUM, ID 83340-
GIO TOGNONI - 208 720 7978

PAGE 2 OF 2

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
05-APR-2022		16-MAR-2022	250.0DFR 17R/27619N		ONAN
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
464621		16-MAR-2022	J860842007		GEN SET
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
120772					BIG WOOD

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN		J860842007		YEAR 1986	LICENSE 1		

Completion date : 17-Mar-2022 01:31PM. Estimate expires : 15-Apr-2022 02:35PM.

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

SUB TOTAL: 6,098.71

TOTAL TAX: 0.00

TOTAL AMOUNT: US \$ 6,098.71

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____

APPENDIX A
TERMS AND CONDITIONS

These Terms and Conditions, together with the estimate/quote (the "Quote") and/or invoice ("Invoice") attached to these Terms and Conditions, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified on the Quote and/or Invoice and Cummins Inc. ("Cummins") and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto shall be null and void and of no legal effect on Cummins.

1. **SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall supply part(s) and/or component(s) and/or engine(s) and/or generator set(s) ("Goods") and/or perform the maintenance and/or repair ("Services") on the equipment identified in the Quote and/or Invoice ("Equipment"), if applicable, in accordance with the specifications in the Quote and/or Invoice. No additional services or goods are included in this Agreement unless agreed upon by the parties in writing, or otherwise, as applicable.
2. **CUSTOMER OBLIGATIONS.** If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements to address and mitigate the consequences of any electrical service interruption which might occur during the Services. Customer is responsible for operating and maintaining the Equipment in accordance with the owner's manual for the Equipment.
3. **INVOICING AND PAYMENT.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of Invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Goods and/or Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid Invoices, or any other enforcement of this Agreement by Cummins.
4. **TAXES; EXEMPTIONS.** The Invoice includes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer under this Agreement. Customer must provide a valid tax exemption certificate or direct payment certificate prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.
5. **DELIVERY; TITLE AND RISK OF LOSS.** Unless otherwise agreed in writing by the parties, any Goods supplied under this Agreement shall be delivered FOB Origin, freight prepaid to the first destination. If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Unless otherwise agreed in writing by the parties, title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer at pickup at Cummins' facility.
6. **DELAYS.** Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes.
7. **LIMITED WARRANTIES.**
 - a. New Goods: New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.
 - b. Cummins Exchange Components, Other Exchange Components, and Recon: Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.
 - c. HHP Exchange Engine: HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP exchange Engines supplied under this Agreement is provided under this Agreement.
 - d. General Service Work: All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services, 25,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer, and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.
 - e. Used Goods: Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.
8. **THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.**
9. **INDEMNIFICATION.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.
10. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF GOODS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY IN SECTION 7 IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.
11. **GOVERNING LAW AND JURISDICTION.** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the court of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.
12. **ASSIGNMENT.** This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.
13. **CANCELLATION.** Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. Cummins may charge Customer a cancellation charge in accordance with current Cummins policy which is available upon request, in addition to the actual, non-recoverable costs incurred by Cummins.
14. **REFUNDS/CREDITS.** Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed to by Cummins. Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins.
15. **INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of the Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.
16. **COMPLIANCE WITH LAWS.** Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, any and all applicable national, provincial, and local export, anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.
17. **CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.
18. **MISCELLANEOUS.** All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice. No amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement.



City of Ketchum

April 18, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Purchase Order 22086 To Atlas Copco Compressors, LLC for ZB 100VSD Blower Repair

Recommendation and Summary

Staff is recommending the council approve Purchase Order 22086 with Atlas Copco Compressors, LLC and adopt the following motion:

"I move to approve Purchase Order 22086 with Atlas Copco Compressors, LLC for the repair of a ZB 100VSD Blower at the wastewater treatment plant in the amount of \$63,705.43 plus freight."

The reasons for the recommendation are as follows:

- This blower is an integral part of the wastewater treatment process.
- The blower is necessary to comply with system redundancy required by Idaho Department of Environmental Quality wastewater rules.
- Repair costs, although high, are approximately 50% of replacement costs.

Introduction and History

Two energy efficient turbo blowers were installed at the Wastewater Treatment Plant in 2014. These blowers replaced two of the three multistage centrifugal blowers the treatment plant had been using since 1985. The turbo blowers are the primary blowers used. The third centrifugal blower was kept as a backup unit. Using the turbo blowers reduced energy consumption for this part of the treatment process by 40%.

Analysis

Current conditions allow for the use of one blower, but warmer temperatures will make it necessary to use two blowers in tandem leaving the treatment plant without backup/redundancy if another blower fails or needs maintenance. Because of the high cost to repair the inoperable blower, pricing for a new blower was obtained. Approximate cost of replacement is \$120,000.00 with a ten-week lead time. Repairs can be completed in three weeks or less. The quicker timeframe for repairs is a large part of the decision to repair the blower rather than replace it.

Financial Impact

Funds for the repair will come from Professional Services and Repair and Maintenance line items of the Wastewater Expenditures Budget. This expensive of a repair was not anticipated for this budget year. This expense will be shared with the Sun Valley Water and Sewer District.

Attachments:

Purchase Order 22086

Atlas Copco Repair Quote #166060886



Fixed Price Quote #166060886 Core Replacement APF181799

CITY OF KETCHUM

Attn: Mick Mummert
110 RIVER RANCH RD
KETCHUM, 83340

+1 208-726-7825
mmummert@ketchumidaho.org

03/15/22

Dear Mick,

We appreciate your interest in our Fixed Price Service.

Fixed Price services range from a simple inspection and diagnostics visit to a full overhaul of compressors and ancillary equipment. Fixed Prices are executed according to the manufacturer's recommendations, including all required parts/kits for the standard maintenance visit, labor, travel and accommodation, when needed, and a complete diagnostics report after each visit. Fixed price jobs are invoiced as one single price.

With Fixed Price services, the correct level of maintenance will be carried, according to parts wear needs, avoiding breakdowns. We only use Genuine Parts and Lubricants which will protect your investment and guarantee high performance levels.

Having the unit serviced by competent and experienced Atlas Copco service engineers is the best way to ensure maintenance is properly carried out and higher operational efficiency.

Atlas Copco is always available to provide you solutions for all of your compressed air needs, from generation to point of use, guaranteeing best performance from your whole system. Genuine parts and lubricants, specially developed for your compressor needs, are kept in stock and our service technicians are always up to date with our maintenance standards and will provide you with the best service in the market.

In case you need additional information on this quotation or any of our other service products, please feel free to contact me at any time.

Kind regards,

Robert Gusdal
Service Sales Manager

Post Falls, ID 83854

Cell: 509-342-0498
Fax:
robert.gusdal@atlascopco.com



Table 1 - Pricing and Services Summary

Machine Description	Serial Nr	Visits Type	Number of Oil Changes	Oil Type	One Time Price
ZB 100VSD ANSI	APF181799	I	L		\$ 63705.43
Total Labour					\$ 4050.00
Total Oil					\$ 0.00
Total Parts					\$ 55015.43
Total Misc. includes consumables, travel, and mileage					\$ 4640.00
Total Price					\$ 63705.43

Important:

Please notice that the consolidated one time price per machine will be shown on the invoice.

Pricing does not include freight.

Pricing does not include taxes

Pricing applies to services performed during normal working hours, weekdays, from 8am – 5pm

Parts Lists

Equipment: ZB 100VSD ANSI - APF181799
Part Description
4 each PARCOOL EG CAN 5L
MODULE TDD-CG-01

Activities list

Equipment: ZB 100VSD ANSI - APF181799		
Item	Activities	
1	Follow Customer Specific Safety Rules	x
2	Check controller via PC(vibrations,log)	x
3	Blastclean cubicle, dry air max.1bar	x
4	Check loose wiring & connections cubicle	x
5	Check blow-off operation	x
6	Check for air- water- & oil leakage	x
7	Clean fan cowls	
8	Replace motor bearing fans	
9	Exchange seal cartridge of waterpump	
10	Check operation of waterpump	
11	Inspect bear. controller,repl. when nec.	
12	Inspect module, repl. when necessary	
13	Check converter (trending currents, t°)	x
14	Check Elektronikon functions	x
15	Check cooling water	x
16	Check air filter element(s)	x
17	Change air filter element(s)	
18	Clean silencer, change if needed	
19	Check condition of air intake chamber	x
20	Replace cubicle filters	

Pre Work Site Assessment

Location/Customer site: _____

Date: _____

<u>Risk Analysis</u>	Yes	No	N/A	Corrective Action Taken?
Is there a Fall risk (compressor on platform, no safety railing, etc.) or ladder use?				
Is the lighting adequate?				
Is there risk of touching hot parts (burn hazard)?				
Is there a danger of flying dust?				
Is there fire exposure?				
Is there a fire extinguisher in the workplace?				
What process has the vacuum pump has been used for?				
What customer permissions are needed? (LOTO, Hot-work, Confined Space, etc.)				
If required, will adequate lifting equipment be supplied?				
Are there any other hazards not listed above?				
Given the hazards, what controls, including Personal Protective Equipment, are required?				
Other comments and considerations				

<u>Site Specific Requirements</u>	Yes	No	N/A	If yes, then how many hours?
Is additional time needed to access the equipment because it's in a difficult location?				
Is the equipment located outdoors?				
If the equipment is located outdoors, then is it covered and protected?				
Is there enough clearance around the equipment to access it properly?				
Is additional time needed due to security procedures?				
Is there safety or site training required?				
Is additional time needed for the LOTO process?				

The following conditions apply

1. The Responsibilities and rights of the parties

- 1.1. The customer will ensure that:
 - 1.1.1. The routine maintenance of the equipment is carried out in accordance with Atlas Copco's instruction book;
 - 1.1.2. The equipment log book is filled in daily;
 - 1.1.3. At all times the equipment is kept in the environmental conditions recommended by Atlas Copco and the instructions relating to the operation of the equipment as advised by Atlas Copco from time to time are followed.
- 1.2. The customer will confirm to Atlas Copco that the instruction manual for the equipment is in his possession.
- 1.3. Atlas Copco will contact the customer before the planned time for the visit. The customer will then ensure the equipment is available for inspection.
- 1.4. Maintenance and Inspection will be carried out during normal working hours, 8.00 am - 5.00 pm, Monday to Friday. If this is not practical, any extra cost incurred by Atlas Copco in carrying out maintenance or inspection outside normal working hours will be borne by the customer and invoiced separately.
- 1.5. If any major changes occur in the operating or site conditions of the equipment, this agreement shall become null and void. Major changes would normally involve re-location of the unit, change of coolant or power.
- 1.6. The customer shall inform Atlas Copco immediately in the event of: malfunctions such as abnormal noise, leakage or any other phenomenon that may result in premature failure of the equipment; malfunctions of the hour meter; a planned transfer of the equipment or changes in its environmental conditions.
- 1.7. The customer will give necessary assistance to Atlas Copco in the performance of its obligations under this agreement by providing lifting facilities, lighting and unrestricted access to the equipment at the agreed time. Any costs and/or expenses incurred by Atlas Copco as a result of access to the equipment or facilities being delayed from the agreed time will be borne by the customer and invoiced separately by Atlas Copco.
- 1.8. The customer shall be responsible for a 25% restocking fee for any replacement parts order cancelled after the shipment of the parts.

2. Services

- 2.1. The price includes all costs of labor and material to perform a fixed price repair as described in the "Quotation" section excluding applicable taxes, except where under the terms of this agreement Atlas Copco is entitled to make an extra charge for these.
- 2.2. After visit a report on the condition of the equipment will be submitted to the customer by Atlas Copco.

3. Limitation and Termination

- 3.1. Atlas Copco shall not be obliged to inspect any equipment in the event of:
 - 3.1.1. Negligence by the customer in the performance of daily maintenance according to Clause 1.1;
 - 3.1.2. Any failure of the equipment caused by unforeseen circumstances including, but not limited to failure, interruption or out of specification provision of services to the equipment such as quality and/or quantity of cooling water, air, electrical power etc., accidental or willful damage to the equipment by the customer or a third party.
- 3.2. This agreement may be terminated by mutual agreement in writing of the parties.
- 3.3. Atlas Copco shall be entitled to terminate this agreement by notice in writing to the customer:
 - 3.3.1. In the circumstances referred to in Clauses 1.5 and 3.1;
 - 3.3.2. If the customer goes into liquidation or makes any voluntary arrangement with its creditors or becomes subject to an administration order or an encumbrance takes possession of or a receiver is appointed over any of the property or assets of the customer;
 - 3.3.3. If the customer ceases or threatens to cease to carry on business.
- 3.4. Neither party shall be liable to the other party for any indirect, consequential, incidental, special, punitive or exemplary damages or loss, of any kind, including, without limitation, any loss of business, lost profits or interruption of services (even if such party has been advised of the possibility of such damages or such damages could have been reasonably foreseen by such party). The total liability of the parties under this agreement after customer's payment of the purchase price for the product(s)/service(s) shall be limited to the amount of such purchase price as the exclusive remedy of the non-breaching party.
- 3.5. Temporary hire of equipment is not included to cover equipment outages unless otherwise agreed in writing by Atlas Copco.

4. Force Majeure

- 4.1. The delay or non-performance of any obligation under this agreement shall be excused if caused by an event beyond such party's reasonable control including but not limited to:
 - 4.1.1. Acts of God, restriction in the use of power, storm, lock out, strike, fire, civil commotion or civil unrest, act of war, compliance with the regulation or order of any governmental authority, quarantine, epidemic, or pandemic.

5. Guarantee

- 5.1. Atlas Copco warrants that the products provided are free from defects in material and workmanship and services are performed in a workmanlike manner. Atlas Copco standard equipment warranty applies and is available upon request.
- 5.2. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES (WRITTEN, ORAL, IMPLIED, OR OTHERWISE), AND ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY DISCLAIMED.

6. Environmental Damages

- 6.1. The Environmental Management at any site on which Atlas Copco equipment is used is the responsibility of the Customer. In this regard Atlas Copco disclaims any responsibility for any infringement which occurs related to Acts, Rules or Regulations pertaining to environmental pollution aspects such as noise, atmospheric, water, sewer, dangerous goods, waste disposal etc.

7. General

- 7.1. If any term of this agreement is held by any court or other competent authority to be void or unenforceable in whole or in part the other terms of this agreement and the remainder of the affected term shall continue to be valid.
- 7.2. Any notice to be given by either party to the other under this agreement may be delivered by hand or sent by first class post to the other party at the address for that party shown in this agreement. Any notice delivered by hand shall be deemed to have been served on delivery and any notice sent by post shall be deemed to have been served within 48 hours after posting.
- 7.3. Any waiver by Atlas Copco of a breach of any terms of this agreement by the customer shall not be considered as a waiver of any subsequent breach of the same term or any other term.

8. SMARTLINK

The equipment may include a data monitoring service called SMARTLINK. The data received by Atlas Copco may be used by Atlas Copco and certain third party distributors and contractors for the purpose of increasing overall customer service. Atlas Copco will use commercially reasonable efforts to ensure that Purchaser's data is kept confidential. Purchaser acknowledges that the use of the SMARTLINK is provided "as is", that use of the service is entirely at Purchaser's risk, and that Atlas Copco may discontinue the SMARTLINK service at any time. Purchaser may request discontinuance of the SMARTLINK service at any time. SMARTLINK Terms and Conditions are available upon request.

Pricing does not include freight.
Pricing does not include taxes

Pricing applies to services performed during normal working hours, weekdays, from 8am – 5pm

Signed for and on behalf of Atlas Copco:
Signature:

Signed for and on behalf of the customer:
Signature:

Name: Robert Gusdal	Name: Mick Mummert
Position: Service Sales Manager	Position:
Date: 03/15/22	Date: 03/15/22
	Customer# 100390010
	PO#



City of Ketchum

April 13, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Approve Purchase Order #22084 for \$30,369.62 for an Off-Road Vehicle

Recommendation and Summary

Staff is recommending the council Adopt the following Resolution:

"I move to approve purchase order #22084 in the amount of \$30,369.62 and authorize the mayor to sign said purchase order."

The reasons for the recommendation are as follows:

- This vehicle will improve the ability to rescue injured persons from the backcountry.
- A grant for \$20,000 was awarded from the Wood River Women's Foundation for this purchase.

Introduction and History

Under our contract with Blaine County Ambulance District, the Ketchum Fire Department is responsible for the access, treatment and transports of all injured persons in the North portion of Blaine County. This includes injured hikers, bikers, climbers, skiers and horse riders. These occur every year, and have been increasing in number.

The fire department currently utilizes two older e-bikes, or an older side-by-side that responds from Sun Valley. The current side-by-side is over ten years old, is underpowered, and has very limited seating or carrying capacity. In the event of an avalanche search requiring numerous rescuers, the current side-by-side could transport one or two rescuers at a slow pace. The proposed unit has double the seating capacity and four times the horsepower. It will also provide redundancy for the times when more than one rescue is needed.

Backcountry rescues are time-consuming and labor-intensive. A typical rescue requires 8 rescuers, and may take 4 to 24 hours. Reducing the time required reduces the risk of con-current calls, reduces costs to conduct the rescue and dramatically improves the probability of a satisfactory outcome for the injured person.

A generous grant of \$20,000 has been awarded toward this project by the Wood River Women's Foundation.

Analysis

Bids were requested from 3 vendors. The lowest bid was provided by Polaris Government Sales.

Sustainability Impact

No impact.

Financial Impact

This unit was not included in our 2022 budget request. The City's portion of funding would be drawn from funds remaining in the fire station bond.

Attachments

Purchase Order 22084

Polaris General Quote QUO-36380-K4W1X5

Acceptance

Neil Bradshaw, Mayor
City of Ketchum



CITY OF KETCHUM
PO BOX 2315 * 480 EAST AVE. * KETCHUM, ID 83340
Administration 208-726-3841 (fax) 208-726-8234

PURCHASE ORDER
BUDGETED ITEM? ____ Yes ____ No

PURCHASE ORDER - NUMBER: 22084

To: 5784 POLARIS SALES INC 2100 HWY 55 MEDINA MN 55340	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
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P. O. Date	Created By	Requested By	Department	Req Number	Terms
04/13/2022	bancona	bancona		0	

Quantity	Description	Unit Price	Total
1.00	BACK COUNTRY ATV 42-4800-7450	30,369.62	30,369.62
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		30,369.62

Authorized Signature



Polaris Sales Inc., Medina, MN 55340
gov.info@polaris.com
Phone: 866-468-7783 Fax: 763-847-8288
www.polaris.com/gov

QUOTE

Contact Information

Name: Bill McLaughlin
Email: bmclaughlin@ketchumfire.org
Phone: 2087275074
Fax:

Bill To: Ketchum Fire Department
107 Saddle Rd
Ketchum, ID 83340
Ship To: Ketchum Fire Department
107 Saddle Rd
Ketchum, ID 83340

Quote Number: QUO-36380-K4W1X5
Revision #: 0
Date: 4/11/2022 4:11 PM
Quote Expires: 5/11/2022
Contract Name: Polaris Direct
Contract #:
Expiration Date:
Cage: 3FP69
Duns#: 123399383
Tax ID#: 41-1921490
Customer#:

Freight	Delivery Terms	Payment Terms	Payment Methods
FOB Destination-CONUS US Continental (CONUS) Only	240 Days	Net 30	Visa Mastercard Wire Check

Item #	QTY	Description	Open Mkt	MSRP	Discount Price	Extended
G22GMD99AJ	1	GENERAL XP 4 1000 Deluxe - Black Crystal - 49 State	No	\$29,599.00	\$27,520.33	\$27,520.33
2889064	1	GENERAL Lock & Ride Glass Windshield	No	\$829.99	\$694.10	\$694.10
2881090	1	GENERAL Glass Windshield Wiper	No	\$569.99	\$476.67	\$476.67
2881316	1	GENERAL Heater/Defroster	No	\$1,199.99	\$1,003.52	\$1,003.52

Comments:

SUBTOTAL	\$29,694.62
INSTALL*	\$675.00
FREIGHT	\$0.00
TAX	\$0.00
TOTAL	\$30,369.62

*Installation Pricing is Open Market

Vehicle model year and color are subject to change dependent upon delivery date.

Acceptance and Payment Information



Polaris Sales Inc., Medina, MN 55340
gov.info@polaris.com
Phone: 866-468-7783 Fax: 763-847-8288
www.polaris.com/gov

QUOTE

To accept the above quotation, please provide a purchase order via email (gov.info@polaris.com) and include the following:

- Bill to Address
- Billing Phone Number
- Ship to Address
- Point of Contact for Delivery
- Point of Contact E-Mail
- Point of Contact Phone
- Quote Number
- Alternate Point of Contact if applicable

If you would like to submit payment via credit card, please call (866) 468-7783 to process payment during our hours of operation from 8:30 AM to 4:30 PM CST Monday through Friday. We accept Visa, Mastercard & American Express.



City of Ketchum

April 13, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Approve Purchase Order #22085 for \$36,000.54 for Stryker Mechanical CPR devices

Recommendation and Summary

Staff is recommending the council Adopt the following Resolution:

"I move to approve purchase order #22085 in the amount of \$36,000.54 for and authorize the mayor to sign said purchase order."

The reasons for the recommendation are as follows:

- The frequency of EMS calls in Blaine County, and in Ketchum in particular, is increasing dramatically.
- These CPR devices will improve EMT and paramedic safety and should improve the probability of successful life-saving measures.
- A grant for \$25,000 was awarded from Idaho Health and Welfare for this purchase.

Introduction and History

Under our contract with Blaine County Ambulance District, the Ketchum Fire Department is responsible for the access, treatment and transports of all injured persons in the North portion of Blaine County. So far in 2022, we are experiencing record levels of EMS calls, and are currently 18% ahead of 2021. March 2022 was our busiest month ever, surpassing even our normal peaks in July and August of previous years.

Mechanical CPR devices replace EMTs in delivering chest compressions during CPR. While on scene of an incident, it is practical to perform CPR manually. During transport of a person in cardiac arrest, the effectiveness of manual CPR decreases significantly. The movement of a vehicle causes the rescuer to provide too little or too much pressure. Studies have shown a decrease in survivability from CPR in transport, compared to CPR in a static environment. Mechanical CPR devices have been shown to improve survivability during transport.

EMT's and paramedics are at an increased risk of injury during an ambulance transport when performing CPR. It is not possible to perform CPR and be restrained by safety belts. Use of a mechanical device allows the rescuers to be safely seated and belted during transport.

A grant of \$25,000 has been awarded toward this project by the Idaho Department of Health and Welfare. This grant, funded by license plate registrations, funds essential pre-hospital medical equipment.

Analysis

Bids were requested from 3 vendors for 2 products in this category. Analysis of the 2 products was conducted by EMS personnel as well as staff from St. Luke's hospital system. The Stryker device was found to be preferred for best patient outcomes and the bid from Stryker direct sales was the lowest bid for that product.

Sustainability Impact

No impact.

Financial Impact

This unit was not included in our 2022 budget request. The City's portion of funding would be drawn from funds remaining in the fire station bond.

Attachments

Purchase Order 22085

Stryker Quote QR10413612

Acceptance

Neil Bradshaw, Mayor
City of Ketchum



CITY OF KETCHUM
PO BOX 2315 * 480 EAST AVE. * KETCHUM, ID 83340
Administration 208-726-3841 (fax) 208-726-8234

PURCHASE ORDER

BUDGETED ITEM? ____ Yes ____ No

PURCHASE ORDER - NUMBER: 22085

To: 5785 STRYKER MEDICAL PO BOX 93308 CHICAGO IL 60673	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
---	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
04/13/2022	bancona	bancona		0	

Quantity	Description	Unit Price	Total
1.00	MEDICAL EQUIPMENT 42-4800-7450	36,000.54	36,000.54
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		36,000.54

Authorized Signature



LUCAS 3.1 - August 2021

Quote Number: 10413636

Remit to: **Stryker Medical**

P.O. Box 93308

Version: 1

Chicago, IL 60673-3308

Prepared For: KETCHUM FIRE DEPT

Rep: Annie Hofman

Attn:

Email: annie.hofman@stryker.com

Phone Number:

Mobile: (406) 214-9548

Quote Date: 03/16/2022

Expiration Date: 03/31/2022

Delivery Address

Name: KETCHUM FIRE DEPT

Account #: 1339662

Address: 480 E AVENUE N REAR

KETCHUM

Idaho 83340

End User - Shipping - Billing

Name: KETCHUM FIRE DEPT

Account #: 1339662

Address: 480 E AVENUE N REAR

KETCHUM

Idaho 83340

Bill To Account

Name: BLAINE COUNTY IDAHO

Account #: 1515887

Address: 206 S 1ST AVE STE 200

HAILEY

Idaho 83333-8429

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99576-000063	LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	2	\$13,445.80	\$26,891.60
2.0	11576-000060	LUCAS Desk-Top Battery Charger	2	\$1,012.70	\$2,025.40
3.0	11576-000071	LUCAS External Power Supply	2	\$320.62	\$641.24
4.0	11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	2	\$619.10	\$1,238.20
5.0	11576-000047	LUCAS Disposable Suction Cup (12 pack)	1	\$430.50	\$430.50
Equipment Total:					\$31,226.94

ProCare Products:

#	Product	Description	Years	Qty	Sell Price	Total
6.1	78000020	ProCare LUCAS Prevent Service: Annual onsite preventive maintenance inspection and unlimited repairs including parts, labor and travel with battery coverage for LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	2	2	\$2,386.80	\$4,773.60
ProCare Total:						\$4,773.60



LUCAS 3.1 - August 2021

Quote Number: 10413636

Version: 1

Prepared For: KETCHUM FIRE DEPT

Attn:

Remit to: **Stryker Medical**

P.O. Box 93308

Chicago, IL 60673-3308

Rep: Annie Hofman

Email: annie.hofman@stryker.com

Phone Number:

Mobile: (406) 214-9548

Quote Date: 03/16/2022

Expiration Date: 03/31/2022

Price Totals:

Grand Total: \$36,000.54

Comments:

Prices: In effect for 90 days

Terms: Net 30 Days

Contact your local Sales Representative for more information about our flexible payment options.

Capital Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's Acute Care capital terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html. A copy of Stryker Medical's Emergency Care capital terms and conditions can be found at <https://www.strykeremergencycare.com/terms>.



City of Ketchum

April 18, 2022

Mayor Bradshaw and City
Councilors City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to approve purchase order #22076 to procure Computing assets.

Recommendation

Staff requests Council authorize approval to procure computing assets to replace expired computing equipment previously leased through Dell.

"I move to approve purchase order #22076 to procure Computing assets."

The reasons for the recommendation are as follows:

- Dell computing equipment has reached end of lease
- 19 assets need to be purchased to allow end of lease equipment to be returned for the years 2021 and 2022

Cost Comparison

CDW Government Inc. bid needed equipment per government pricing and committed to being able to fulfill the order, when placed. Dell provided a comparative bid, at a higher cost and was not able to confirm ability to ship materials without delay.

CDW	DELL
\$41,087.00	\$ 46,506.00
Confirmed ability to ship product.	Unable to confirm ability to ship entire order.

Budget Comment

The CIP budget allows for the purchase.

Sincerely,

Tara Fenwick
City Clerk

Attachments:

Purchase Order
CDW and Dell Quotes



CITY OF KETCHUM
PO BOX 2315 * 480 EAST AVE. * KETCHUM, ID 83340
Administration 208-726-3841 (fax) 208-726-8234

PURCHASE ORDER
BUDGETED ITEM? ____ Yes ____ No

PURCHASE ORDER - NUMBER: 22076

To: 1587 CDW GOVERNMENT, INC. 75 REMITTANCE DRIVE SUITE 1515 CHICAGO IL 60675-1515	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
---	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
03/31/2022	bancona	bancona		0	

Quantity	Description	Unit Price	Total
1.00	COMPUTER ASSET PURCHASE 01-4150-5110	41,087.00	41,087.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		41,087.00

Authorized Signature

KPD - 9
 CSO - 2
 FRONT DESK - 2
 C. ROOM - 1
 PLANNING - 4



QUOTE CONFIRMATION

DEAR TODD MANDEVILLE,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below.
[Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MQWN135	3/10/2022	DESKTOPS + MONITORS	7354547	\$30,688.02

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Lenovo ThinkCentre M80s - SFF - Core i5 10500 3.1 GHz - vPro - 16 GB - SSD Mfg. Part#: 11CU000FUS Contract: Idaho Lenovo NVP Computer Equipment (MNWNC-117 PADD 15201139)	18	6101110	\$984.68	\$17,724.24
Lenovo Essential Wireless Combo - keyboard and mouse set - US Mfg. Part#: 4X30M39458 UNSPSC: 43211706 Contract: Idaho Lenovo NVP Computer Equipment (MNWNC-117 PADD 15201139)	18	4480310	\$35.54	\$639.72
Lenovo ThinkCentre Tiny-in-One 27 - LED monitor - 27" Mfg. Part#: 11JHRAR1US Contract: Idaho Lenovo NVP Computer Equipment (MNWNC-117 PADD 15201139)	18	6356261	\$384.57	\$6,922.26
Lenovo ThinkVision E27q-20 - LED monitor - QHD - 27" Mfg. Part#: 62D0GAR1US Contract: MARKET	18	6786295	\$300.10	\$5,401.80

PURCHASER BILLING INFO		SUBTOTAL	\$30,688.02
Billing Address: CITY OF KETCHUM ACCOUNTS PAYABLE PO BOX 2315 KETCHUM, ID 83340-2315 Phone: (208) 726-3841 Payment Terms: NET 30-VERBAL		SHIPPING	\$0.00
		SALES TAX	\$0.00
		GRAND TOTAL	\$30,688.02
DELIVER TO		Please remit payments to:	
Shipping Address: CITY OF KETCHUM TODD MANDEVILLE 191 5TH ST WEST KETCHUM, ID 83340-2315 Shipping Method:		CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION



Mitchell Funk

(877) 800-3219

mitcfun@cdw.com

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$30,688.02	\$830.11/Month	\$30,688.02	\$956.55/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

© 2022 CDW•G LLC 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

Adam

QUOTE CONFIRMATION



DEAR TODD MANDEVILLE,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below.
[Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MRFD458	3/17/2022	MRFD458	7354547	\$2,396.58

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Lenovo ThinkCentre Tiny-in-One 27 - LED monitor - 27" Mfg. Part#: 11JHRAR1US Contract: MARKET	1	6356261	\$420.98	\$420.98
Lenovo ThinkVision E27q-20 - LED monitor - QHD - 27" Mfg. Part#: 62D0GAR1US Contract: MARKET	1	6786295	\$326.17	\$326.17
Lenovo Essential Wireless Combo - keyboard and mouse set - US Mfg. Part#: 4X30M39458 UNSPSC: 43211706 Contract: MARKET	1	4480310	\$35.54	\$35.54
Lenovo ThinkStation P340 - tiny - Core i7 10700T 2 GHz - vPro - 16 GB - SSD Mfg. Part#: 30DF001KUS Contract: MARKET	1	6149078	\$1,531.63	\$1,531.63

PURCHASER BILLING INFO		SUBTOTAL	\$2,314.32
Billing Address: CITY OF KETCHUM ACCOUNTS PAYABLE PO BOX 2315 KETCHUM, ID 83340-2315 Phone: (208) 726-3841 Payment Terms: NET 30-VERBAL		SHIPPING	\$82.26
		SALES TAX	\$0.00
		GRAND TOTAL	\$2,396.58
DELIVER TO Shipping Address: CITY OF KETCHUM TODD MANDEVILLE 191 5TH ST WEST KETCHUM, ID 83340-2315 Shipping Method: UPS Ground (2-3 days)		Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION



Mitchell Funk

(877) 800-3219

mitcfun@cdw.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at

QUOTE CONFIRMATION



DEAR TODD MANDEVILLE,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below.
[Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MQZD100	3/11/2022	LVO LEGION	7354547	\$3,187.93

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Lenovo Legion 5 Pro 16ITH6H - 16" - Core i7 11800H - 32 GB RAM - 1 TB SSD x Mfg. Part#: 82JD0060US Contract: MARKET	1	6762278	\$2,177.53	\$2,177.53
Lenovo ThinkVision E27q-20 - LED monitor - QHD - 27" Mfg. Part#: 62D0GAR1US Contract: MARKET	2	6786295	\$326.17	\$652.34
Lenovo Essential Wireless Combo - keyboard and mouse set - US Mfg. Part#: 4X30M39458 UNSPSC: 43211706 Contract: MARKET	1	4480310	\$35.54	\$35.54
Lenovo ThinkPad Universal USB-C Dock - docking station - USB-C - HDMI 2 x Mfg. Part#: 40AY0090US Contract: MARKET	1	6536318	\$181.69	\$181.69
Lenovo 3Y Accidental Damage Protection Add On Mfg. Part#: 5PS0K75707 UNSPSC: 81112307 Electronic distribution - NO MEDIA Contract: MARKET	1	5200432	\$69.83	\$69.83

PURCHASER BILLING INFO		SUBTOTAL	\$3,116.93
Billing Address: CITY OF KETCHUM ACCOUNTS PAYABLE PO BOX 2315 KETCHUM, ID 83340-2315 Phone: (208) 726-3841 Payment Terms: NET 30-VERBAL		SHIPPING	\$71.00
		SALES TAX	\$0.00
		GRAND TOTAL	\$3,187.93
DELIVER TO		Please remit payments to:	
Shipping Address: CITY OF KETCHUM TODD MANDEVILLE 191 5TH ST WEST KETCHUM, ID 83340-2315 Shipping Method: UPS Ground (2-3 days)		CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

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QUOTE CONFIRMATION

DEAR TODD MANDEVILLE,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below.
[Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MQZK638	3/14/2022	LVO LAPTOPS	7354547	\$3,992.18

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Lenovo Essential Wireless Combo - keyboard and mouse set - US Mfg. Part#: 4X30M39458 UNSPSC: 43211706 Contract: MARKET	2	4480310	\$48.90	\$97.80
Lenovo C27-30 - LED monitor - Full HD (1080p) - 27" Mfg. Part#: 62AAKAT6US Contract: MARKET	4	6612931	\$213.46	\$853.84
StarTech.com USB 3.0 Docking Station Dual Monitor HDMI & DVI or VGA, 6x USB Mfg. Part#: DK30ADD UNSPSC: 43211602 Contract: MARKET	2	4838844	\$165.53	\$331.06
Lenovo ThinkPad E15 Gen 2 - 15.6" - Core i7 1165G7 - 16 GB RAM - 512 GB SSD Mfg. Part#: 20TDS06700 Contract: MARKET	2	6614084	\$1,221.23	\$2,442.46
Lenovo 3Y Lenovo Support (Premier Support + Keep Your Drive) Mfg. Part#: 5PS0N73153 UNSPSC: 81112307 Electronic distribution - NO MEDIA Contract: MARKET	2	4450976	\$133.51	\$267.02

PURCHASER BILLING INFO		SUBTOTAL	\$3,992.18
Billing Address: CITY OF KETCHUM ACCOUNTS PAYABLE PO BOX 2315 KETCHUM, ID 83340-2315 Phone: (208) 726-3841 Payment Terms: NET 30-VERBAL		SHIPPING	\$0.00
		SALES TAX	\$0.00
		GRAND TOTAL	\$3,992.18
DELIVER TO Shipping Address: CITY OF KETCHUM TODD MANDEVILLE 191 5TH ST WEST KETCHUM, ID 83340-2315 Shipping Method:		Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

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QUOTE CONFIRMATION



DEAR TODD MANDEVILLE,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below.
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QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MRFD483	3/17/2022	MRFD483	7354547	\$844.87

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Lenovo ThinkPad E15 Gen 2 - 15.6" - Core i5 1135G7 - 8 GB RAM - 256 GB SSD	1	6309898	\$844.87	\$844.87
Mfg. Part#: 20TD003KUS Contract: Idaho Lenovo NVP Computer Equipment (MNWNC-117 PADD 15201139)				

PURCHASER BILLING INFO		SUBTOTAL	\$844.87
Billing Address: CITY OF KETCHUM ACCOUNTS PAYABLE PO BOX 2315 KETCHUM, ID 83340-2315 Phone: (208) 726-3841 Payment Terms: NET 30-VERBAL		SHIPPING	\$0.00
		SALES TAX	\$0.00
		GRAND TOTAL	\$844.87
DELIVER TO		Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	
Shipping Address: CITY OF KETCHUM TODD MANDEVILLE 191 5TH ST WEST KETCHUM, ID 83340-2315 Shipping Method: UPS Ground (2-3 days)			

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION



Mitchell Funk

(877) 800-3219

mitcfun@cdw.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at
<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

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A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000115720581.1	Sales Rep	KRISTY WYNN
Total	\$46,506.77	Phone	(800) 456-3355, 18009993355
Customer #	530026143220	Email	Kristy.Wynn@Dell.com
Quoted On	Mar. 24, 2022	Billing To	ACCOUNTS PAYABLE
Expires by	Apr. 23, 2022		KETCHUM CITY HALL
Contract Name	Dell NASPO Computer		191 W 5TH ST
	Equipment PA - State of ID		KETCHUM, ID 83340-4301
Contract Code	C000000013097		
Customer Agreement #	PADD16200012		
Solution ID	.		
Deal ID	23638731		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
KRISTY WYNN

Shipping Group

Shipping To	Shipping Method
ACCOUNTS PAYABLE KETCHUM CITY HALL 191 W 5TH ST KETCHUM, ID 83340-4301 (208) 726-3841	Standard Delivery

Product	Unit Price	Quantity	Subtotal
Precision 3650 Tower	\$1,100.00	18	\$19,800.00
Dell Multi-Device Wireless Keyboard & Mouse - KM7120W	\$54.00	22	\$1,188.00
Dell 27 Video Conferencing Monitor - C2723H, 68.47cm (27.0")	\$348.00	18	\$6,264.00
Dell 27 Monitor - P2722H, 68.6cm (27")	\$295.00	26	\$7,670.00

Precision 3660 Tower	\$1,662.00	1	\$1,662.00
Dell Latitude 5520	\$1,410.00	2	\$2,820.00
Mobile Precision 5560	\$2,512.44	1	\$2,512.44
Dell Thunderbolt Dock- WD19TBS	\$381.79	3	\$1,145.37
			<hr/>
Subtotal:			\$43,061.81
Shipping:			\$0.00
Environmental Fee:			\$0.00
Non-Taxable Amount:			\$0.00
Taxable Amount:			\$43,061.81
Estimated Tax:			\$3,444.96
			<hr/>
Total:			\$46,506.77

Shipping Group Details

Shipping To

ACCOUNTS PAYABLE
KETCHUM CITY HALL
191 W 5TH ST
KETCHUM, ID 83340-4301
(208) 726-3841

Shipping Method

Standard Delivery

			Quantity	Subtotal
Precision 3650 Tower		\$1,100.00	18	\$19,800.00
Estimated delivery if purchased today: Apr. 14, 2022 Contract # C000000013097 Customer Agreement # PADD16200012				
Description	SKU	Unit Price	Quantity	Subtotal
11th Generation Intel Core i5-11600, 12 MB Cache, 6 Core, 2.8 GHz to 4.8 GHz	338-BZKT	-	18	-
HEATSINK for 65W CPU	412-AAWJ	-	18	-
Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish	619-AQMP	-	18	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	18	-
VMware Carbon Black Cloud Endpoint Standard NGAV, B-EDR, w/Dell ProSupport for Software 1 Year	528-CHEC	-	18	-
Precision 3650 Tower with 300W up to 90% efficient (80 Plus Gold) PSU, Standard Front I/O, no SD card reader	321-BGKR	-	18	-
16GB (2x8GB) DDR4 UDIMM non-ECC Memory	370-AGEI	-	18	-
Intel Integrated Graphics only	490-BBBS	-	18	-
C1: M.2 SSD Boot + Optional M.2 SSD (No SATA HDD)	449-BBWL	-	18	-
No RAID	780-BBCJ	-	18	-
512GB PCIe NVMe Class 40 M.2 SSD	400-BLQY	-	18	-
Thermal Pad 3640	412-AATT	-	18	-
No Hard Drive	400-AKZR	-	18	-
No Hard Drive	400-AKZR	-	18	-
No Hard Drive	400-AKZR	-	18	-
No Hard Drive	400-AKZR	-	18	-
No Hard Drive	400-AKZR	-	18	-
No Additional Network Card Selected (Integrated NIC included)	555-BBJO	-	18	-
Intel Wi-Fi 6 AX210 802.11ax Dual Band (2x2) Wireless Module + Bluetooth 5.2	555-BGOE	-	18	-
External Antenna for WLAN	555-BGOF	-	18	-
Not selected in this configuration	817-BBBC	-	18	-
No Additional Port	492-BCLP	-	18	-
8x DVD-ROM 9.5mm Optical Disk Drive	429-ABDT	-	18	-
Bezel ODD	429-ABKQ	-	18	-
CMS Essentials DVD no Media	658-BBTV	-	18	-
Intel Management Engine disabled	631-ACWK	-	18	-
Keyboard not included	580-AADS	-	18	-

No Mouse Selected	570-AAAF	-	18	-
ENERGY STAR Qualified	387-BBLW	-	18	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	18	-
Dell Precision TPM	340-ACBY	-	18	-
120mm Front Cooling Fan, Precision 36xx	384-BCVG	-	18	-
Wireless driver, Intel AX210	555-BGQE	-	18	-
US Power Cord	450-AH DU	-	18	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	18	-
Quick setup guide, Precision 3650	340-CVFC	-	18	-
US Order	332-1286	-	18	-
SHIP,PWS,LNK,NO,NO,AMF	340-CBUU	-	18	-
Ship material - EPEAT Certification	340-COYI	-	18	-
300W Gold PSU label	389-DYML	-	18	-
Intel Core i5 non-vPro Processor Label	340-CUEW	-	18	-
Internal Speaker for Precision 3650	520-AASQ	-	18	-
No External ODD	429-ABGY	-	18	-
No AutoPilot	340-CKSZ	-	18	-
No Stand included	575-BBCH	-	18	-
No Additional Cable	379-BBCY	-	18	-
OS-Windows Media Not Included	620-AALW	-	18	-
Not selected in this configuration	817-BBBC	-	18	-
SupportAssist	525-BBCL	-	18	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	18	-
Dell Optimizer for Precision	640-BBSC	-	18	-
Dell Premier Color 6.0	640-BBSH	-	18	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	18	-
Waves Maxx Audio	658-BBRB	-	18	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	18	-
Foxit PhantomPDF Standard	634-BWQP	-	18	-
No Anti-Virus Software	650-AAAM	-	18	-
Custom Configuration	817-BBBB	-	18	-
Precision 3650 Tower CTO BASE	210-AYSV	-	18	-
No UPC Label	389-BCGW	-	18	-
Dell Limited Hardware Warranty Plus Service	997-2808	-	18	-
Onsite/In-Home Service After Remote Diagnosis 3 Years	997-2811	-	18	-

			Quantity	Subtotal
Dell Multi-Device Wireless Keyboard & Mouse - KM7120W	\$54.00	22		\$1,188.00

Estimated delivery if purchased today:

Mar. 31, 2022

Contract # C000000013097

Customer Agreement # PADD16200012

Description	SKU	Unit Price	Quantity	Subtotal
-------------	-----	------------	----------	----------

Dell Multi-Device Wireless Keyboard & Mouse - KM7120W	580-AISY	-	22	-
---	----------	---	----	---

Quantity	Subtotal
-----------------	-----------------

Dell 27 Video Conferencing Monitor - C2723H, 68.47cm (27.0")	\$348.00	18	\$6,264.00
---	-----------------	-----------	-------------------

Estimated delivery if purchased today:
Mar. 31, 2022
Contract # C000000013097
Customer Agreement # PADD16200012

Description	SKU	Unit Price	Quantity	Subtotal
Dell 27 Video Conferencing Monitor - C2723H, 68.47cm (27.0")	210-BDRN	-	18	-
Dell Limited Hardware Warranty	814-5380	-	18	-
Advanced Exchange Service, 3 Years	814-5381	-	18	-

Quantity	Subtotal
-----------------	-----------------

Dell 27 Monitor - P2722H, 68.6cm (27")	\$295.00	26	\$7,670.00
---	-----------------	-----------	-------------------

Estimated delivery if purchased today:
Apr. 01, 2022
Contract # C000000013097
Customer Agreement # PADD16200012

Description	SKU	Unit Price	Quantity	Subtotal
Dell 27 Monitor - P2722H, 68.6cm (27")	210-BBCK	-	26	-
Dell Limited Hardware Warranty	814-5380	-	26	-
Advanced Exchange Service, 3 Years	814-5381	-	26	-

Quantity	Subtotal
-----------------	-----------------

Precision 3660 Tower	\$1,662.00	1	\$1,662.00
-----------------------------	-------------------	----------	-------------------

Estimated delivery if purchased today:
Apr. 19, 2022
Contract # C000000013097
Customer Agreement # PADD16200012

Description	SKU	Unit Price	Quantity	Subtotal
Intel® Core™ i5-12500 processor (18MB Cache, 6 Core (6P+0E), 3.0GHz to 4.6GHz (65W)) TDP	338-CDGK	-	1	-
Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish	619-AQMP	-	1	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	1	-
500W Platinum PSU, DAO	321-BHGG	-	1	-
16GB, 2x8GB, DDR5 up to 4400MHz UDIMM non-ECC memory	370-AGYD	-	1	-
Nvidia T1000 FH, 3660T	490-BHKW	-	1	-
C1 M.2 SSD Boot + SSD	449-BBXF	-	1	-
No RAID	780-BBCJ	-	1	-
512GB PCIe NVMe Class 40 M.2 SSD	400-BNGP	-	1	-
Thermal Pad 3660	412-AAZW	-	1	-
No Hard Drive	400-AKZR	-	1	-
No Hard Drive	400-AKZR	-	1	-
No Hard Drive	400-AKZR	-	1	-
No Hard Drive	400-AKZR	-	1	-
No Hard Drive	400-AKZR	-	1	-
No Additional Network Card Selected (Integrated NIC included)	555-BBJO	-	1	-
Intel Wi-Fi 6E (6GHz) AX211 2x2 Bluetooth 5.2 Wireless Card	555-BHHI	-	1	-

External Antenna for AX211	555-BHHR	-	1	-
Not selected in this configuration	817-BBBC	-	1	-
No Additional Port	492-BCLP	-	1	-
8x DVD-ROM 9.5mm Optical Disk Drive	429-ABDT	-	1	-
Bezel ODD	429-ABMR	-	1	-
CMS Essentials DVD no Media	658-BBTV	-	1	-
Intel ME vPRO	631-ADHW	-	1	-
Dell Pro Wireless Keyboard and Mouse - KM5221W - English - Black	580-AJJG	-	1	-
Mouse included with Keyboard	570-AADI	-	1	-
ENERGY STAR Qualified	387-BBLW	-	1	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	1	-
Dell Precision TPM	340-ACBY	-	1	-
Standard CPU Air Cooler	412-ABBU	-	1	-
WLAN Intel AX211 wireless card driver	555-BHQF	-	1	-
US Power Cord	450-AHDU	-	1	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	1	-
Quick Setup Guide, Precision 3660	340-CYVU	-	1	-
No UPC Label	389-BCGW	-	1	-
SHIP,PWS,LNK,NO,NO,AMF	340-CBUU	-	1	-
Ship material - EPEAT Certification	340-CZQO	-	1	-
500W Platinum PSU Label	389-EDFT	-	1	-
Intel Core i5 vPro Enterprise Processor Label	389-EDDQ	-	1	-
Internal Speaker for Precision 3660	520-AAVW	-	1	-
No External ODD	429-ABGY	-	1	-
No AutoPilot	340-CKSZ	-	1	-
No Stand included	575-BBCH	-	1	-
No Additional Cable	379-BBCY	-	1	-
OS-Windows Media Not Included	620-AALW	-	1	-
Not selected in this configuration	817-BBBC	-	1	-
SupportAssist	525-BBCL	-	1	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	1	-
Dell Optimizer for Precision	640-BBSC	-	1	-
Dell Premier Color 6.1	640-BBSN	-	1	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	1	-
Waves Maxx Audio	658-BBRB	-	1	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	1	-
No Anti-Virus Software	650-AAAM	-	1	-
Foxit PhantomPDF Standard	634-BWQP	-	1	-
Intel Rapid Storage Technology Driver, Precision 3660T	409-BCWP	-	1	-
Custom Configuration	817-BBBB	-	1	-
Precision 3660 Tower CTO BASE	210-BCUR	-	1	-

Dell Limited Hardware Warranty Plus Service	997-2808	-	1	-
Onsite/In-Home Service After Remote Diagnosis 3 Years	997-2811	-	1	-
			Quantity	Subtotal
Dell Latitude 5520		\$1,410.00	2	\$2,820.00

Estimated delivery if purchased today:

Apr. 01, 2022

Contract # C000000013097

Customer Agreement # PADD16200012

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 5520 BTX Base	210-AXVQ	-	2	-
11th Generation Intel Core i5-1145G7 (4 Core, 8M cache, base 2.6GHz, up to 4.4GHz, vPro)	379-BEHF	-	2	-
Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish	619-AQMP	-	2	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	2	-
Assembly base	338-BXRY	-	2	-
I5-1145G7 Vpro, Intel Iris Xe Graphics Capable, Thunderbolt	338-BXSC	-	2	-
vPro Manageability	631-ACTD	-	2	-
16GB,1x16GB, DDR4 Non-ECC	370-AFVP	-	2	-
No Additional Hard Drive	401-AADF	-	2	-
M.2 512GB PCIe NVMe Class 35 Solid State Drive	400-BKVF	-	2	-
LCD back cover for Latitude 5520 WLAN Only	320-BECL	-	2	-
FHD IR Camera Bezel with ExpressSign-In and Mic	325-BDZD	-	2	-
15.6" FHD (1920x1080) Non-Touch, Anti-Glare, 250nits	391-BFPM	-	2	-
Palmrest, Contacted SmartCard Reader, Thunderbolt 4	346-BGVV	-	2	-
Single Pointing Backlit English US Keyboard with numeric keypad	583-BHBG	-	2	-
Wireless Intel AX201 WLAN Driver	555-BGGN	-	2	-
Intel Wi-Fi 6 AX201 2x2 .11ax 160MHz + Bluetooth 5.2	555-BGGT	-	2	-
No Mobile Broadband Card	556-BBCD	-	2	-
4 Cell 63Whr ExpressChargeTM Capable Battery	451-BCSW	-	2	-
65W Type-C EPEAT Adapter	492-BCXP	-	2	-
No Anti-Virus Software	650-AAAM	-	2	-
OS-Windows Media Not Included	620-AALW	-	2	-
E4 Power Cord 1M for US	537-BBBL	-	2	-
Quick Start Guide	340-CTXV	-	2	-
US Order	332-1286	-	2	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	2	-
Fixed Hardware Configuration	998-FGEJ	-	2	-
SupportAssist	525-BBCL	-	2	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	2	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	2	-
Waves Maxx Audio	658-BBRB	-	2	-
Dell Power Manager	658-BDVK	-	2	-

Dell SupportAssist OS Recovery Tool	658-BEOK	-	2	-
Dell Optimizer	658-BEQP	-	2	-
Windows PKID Label	658-BFDQ	-	2	-
Packaging BTS 65W adapter + TGL CPU	340-CTZQ	-	2	-
11th Gen Intel Core i5 vPro label	340-CTSV	-	2	-
No Mouse	570-AADK	-	2	-
No Resource USB Media	430-XXYG	-	2	-
ENERGY STAR Qualified	387-BBPI	-	2	-
BTS/BTP Smart Selection Shipment (VS)	800-BBQH	-	2	-
POD Label, 100% tie to L10 BTS & BTP	389-BKKL	-	2	-
No Removable CD/DVD Drive	429-AATO	-	2	-
5520 Laptop Bottom Door Integrated Graphics	321-BGBG	-	2	-
Foxit PhantomPDF Standard	634-BWQP	-	2	-
No AutoPilot	340-CKSZ	-	2	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	2	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	2	-
Dell Limited Hardware Warranty	997-8317	-	2	-
ProSupport Plus: Next Business Day Onsite, 1 Year	997-8366	-	2	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	2	-
ProSupport Plus: 7x24 Technical Support, 3 Years	997-8380	-	2	-
ProSupport Plus: Next Business Day Onsite, 2 Year Extended	997-8381	-	2	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	997-8382	-	2	-
ProSupport Plus: Accidental Damage Service, 3 Years	997-8383	-	2	-

			Quantity	Subtotal
		\$2,512.44	1	\$2,512.44

Mobile Precision 5560

Estimated delivery if purchased today:

Apr. 12, 2022

Contract # C000000013097

Customer Agreement # PADD16200012

Description	SKU	Unit Price	Quantity	Subtotal
Dell Mobile Precision Workstation 5560 CTO	210-AZGN	-	1	-
Intel Core Processor i7-11850H (8 Core, 24MB Cache, 2.50 GHz to 4.80 GHz, 45W, vPro)	379-BEMI	-	1	-
Windows 11 Pro, English, French, Spanish	619-AQLP	-	1	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	1	-
No AutoPilot	340-CKSZ	-	1	-
VMware Carbon Black Cloud Endpoint Standard NGAV, B-EDR, w/Dell ProSupport for Software 1 Year	528-CHEC	-	1	-
Intel Core i7-11850H vPro with Nvidia T1200 graphics	329-BFWO	-	1	-
NVIDIA T1200 w/4GB	490-BGMX	-	1	-
Intel vPro Technology Enabled	631-ACZF	-	1	-
15.6" UltraSharp FHD+, 1920x1200,AG,NT, w/Prem Panel Guar, 100% sRGB, Low BL w/ IR Cam	391-BFZL	-	1	-
32 GB, 2 x 16 GB, DDR4, 3200MHz, Non-ECC, SODIMM	370-AFXS	-	1	-

M.2 2280 1 TB, Gen 3 PCIe x4 NVMe, SED Solid State Drive	400-BEBS	-	1	-
No Additional Hard Drive	401-AAGM	-	1	-
No RAID	780-BBFE	-	1	-
Palmrest with fingerprint reader, 79 keys keyboard	346-BHKW	-	1	-
US English Backlit Keyboard	583-BGJM	-	1	-
Bottom Door	354-BBEJ	-	1	-
Intel Dual Band Wireless AX201 2x2 + Bluetooth 5.2 vPro	555-BFVQ	-	1	-
3-cell 56Whr Lithium Ion battery with ExpressCharge	451-BCQH	-	1	-
130W E5 Type C Power Adapter (EPEAT)	492-BCWZ	-	1	-
No ENERGY STAR Qualified	387-BBCE	-	1	-
Not EPEAT Registered	389-DVNR	-	1	-
Foxit PhantomPDF Standard	634-BWQP	-	1	-
Resource Media not Included	430-XYGV	-	1	-
OS-Windows Media Not Included	620-AALW	-	1	-
Quick Start Guide for Mobile Precision 5560	340-CWND	-	1	-
Custom Configuration	817-BBBB	-	1	-
Intel Dual Band Wireless AX201 2x2 + Bluetooth 5.2 Driver	555-BGUL	-	1	-
US Order	332-1286	-	1	-
Quick Start Guide for USB Type-C to USB Type-A/HDMI Dongle	340-CRJH	-	1	-
Mix Model Packaging	340-CWLM	-	1	-
USB Type-C to USB Type-A/HDMI Dongle, Black	470-AEIP	-	1	-
Black Power Cord (US)	450-AJLH	-	1	-
No UPC Label	389-BCGW	-	1	-
Regulatory Label included	389-BEYY	-	1	-
FCC Label	389-DQBW	-	1	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	1	-
No Mouse	570-AADK	-	1	-
11th Gen Intel Core i7 vPro label	340-CTSW	-	1	-
No Anti-Virus Software	650-AAAM	-	1	-
SupportAssist	525-BBCL	-	1	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	1	-
Dell Optimizer for Precision	640-BBSC	-	1	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	1	-
Waves Maxx Audio	658-BBRB	-	1	-
Dell Power Manager	658-BDVK	-	1	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	1	-
Dell Limited Hardware Warranty Plus Service	804-9773	-	1	-
ProSupport Plus: Accidental Damage Service, 3 Years	804-9830	-	1	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	804-9831	-	1	-
ProSupport Plus: 7x24 Technical Support, 3 Years	804-9832	-	1	-
ProSupport Plus: Next Business Day Onsite, 3 Years	804-9833	-	1	-

997-8367	-	1	-
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800-BBGF	-	1	-
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	Quantity	Subtotal
\$381.79	3	\$1,145.37

Customer Agreement # PADD16200012

Description	SKU	Unit Price	Quantity	Subtotal
Dell Thunderbolt Dock- WD19TBS	210-AZBI	-	3	-
Advanced Exchange Service, 3 Years	824-3984	-	3	-
Dell Limited Hardware Warranty	824-3993	-	3	-

Subtotal:	\$43,061.81
Shipping:	\$0.00
Environmental Fee:	\$0.00
Estimated Tax:	\$3,444.96
<hr/>	
Total:	\$46,506.77

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^Dell Business Credit (DBC):

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.



City of Ketchum

April 18, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to approve professional services Contract #22082 and authorize an expenditure not to exceed \$25,000.

Recommendation and Summary

Staff is recommending the Council approve **Contract #22082** and authorize an expenditure not to exceed \$25,000 by adopting the following motion:

"I move to accept Contract #22082 and authorize an expenditure not to exceed \$25,000 for continued Parking Consulting Services."

The reasons for the recommendation are as follows:

- Consulting services are necessary to assist with updating the Downtown Parking Plan
- Consultant has diverse experience as it pertains to industry best practices with comparable mountain/resort communities
- Scope of Work – Task Order 2 outlines tasks to be completed

Introduction and History

Dixon Consulting has considerable experience with comparable mountain/resort communities as well as with industry technologies. In October 2021, the City Council approved Dixon Consulting to initiate consultation work to assess current conditions and recommend improvements.

Sustainability

A well-managed public parking system decreases the instances of vehicular miles due to individuals circling blocks looking for parking availability. National best practice is to ensure each city block has adequate parking availability (on average less than 85% occupancy).

Financial Impact

Professional Services Funds exist for continuing the consultation services.

Attachments

Scope of Work – Task Order 2



CITY OF KETCHUM
PO BOX 2315 * 480 EAST AVE. * KETCHUM, ID 83340
Administration 208-726-3841 (fax) 208-726-8234

PURCHASE ORDER

BUDGETED ITEM? ☐ Yes ☐ No

PURCHASE ORDER - NUMBER: 22082

To: 5619 DIXON RESOURCES UNLIMITED 3639 MIDWAY DRIVE, SUITE B345 SAN DIEGO CA 92110	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
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P. O. Date	Created By	Requested By	Department	Req Number	Terms
04/12/2022	bancona	bancona		0	

Quantity	Description	Unit Price	Total
1.00	PARKING CONSULTANT SERVICES- TA 01-4193-4200	25,000.00	25,000.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		25,000.00

Authorized Signature

Proposal for Parking Consultant Services (Task Order 2)

To: Jade Riley, City of Ketchum
From: Dixon Resources Unlimited
Date: April 7, 2022
Subject: Parking Consultant Services for the City of Ketchum – Task Order 2

Proposed Scope of Work

Dixon Resources Unlimited (DIXON) is pleased to submit this task order to continue providing parking consultant services to the City of Ketchum (City). Our uniquely qualified firm specializes in supporting municipal parking and mobility programs across the country, consistently proving our ability to identify and implement operations, management, and technology recommendations to transition municipal parking operations to long-term, sustainable programs.

Task 1. Project Management and General Project Support

DIXON will continue to engage City staff throughout the duration of this task order to support a collaborative project management approach. We will also provide general project support and coordination, particularly as the City transitions to Data Ticket.

Task 1. Deliverables

- DIXON will conduct bi-weekly project meetings for the duration of this task order. During each meeting, DIXON will provide a project overview and status, highlight problems and corrective measures, and present next steps.
- DIXON will support the transition to Data Ticket

Task 2. Downtown Signage and Wayfinding Plan

DIXON will develop an effective Downtown Signage and Wayfinding Plan, allowing the City to better promote and direct drivers to designated parking locations and help maximize the use of any underutilized parking assets. This will include consideration for signage branding and placement. DIXON will work closely with City staff to develop transportation and parking signage that is easily identifiable and improves the overall customer experience.

Task 2. Deliverables

- DIXON will prepare a Downtown Signage and Wayfinding Plan, which will include a variety of signage design mock-ups and recommendations for sign placement throughout Downtown Ketchum.

Task 3. On-Street Curb Space Analysis

DIXON will leverage curb space maps prepared by the City, to conduct an analysis of the on-street parking based on current and future conditions. We will make recommendations regarding on-street zones boundaries, time limits, loading zones, and opportunities to remove parking spaces for alternative uses. DIXON will consider how future development will impact the curb space and will review how these changes impact occupancy. DIXON will prepare several scenarios for consideration, and provide recommendations for future development requirements.

Task 3. Deliverables

- DIXON will prepare an analysis of on-street curb space and provide a memorandum with recommendations based on current and future conditions.

Task 4. Downtown Parking Action Plan – (Roadmap Outline)

DIXON's primary goal for this task order will be to develop a Downtown Parking Action Plan (Roadmap Outline) that addresses the City's holistic parking challenges. The Plan will present a series of parking strategies organized by near, medium, and long-term planning horizons with an emphasis on-street parking, off-street parking, and the overall parking operation. Recommendations will be organized by phase with a list of implementation steps, highlighting any required follow-up actions and rough cost ranges.

All recommendations developed during the project will be incorporated into a Draft Downtown Parking Action Plan Outline. These recommendations will include the following:

- Policies, regulations, rates, practices, and strategies will be recommended for on-street and off-street parking areas individually and for the integration of these areas within the existing parking system;
- Rate structures will take into consideration long-term capital improvements and best-practice recommendations;
- Enforcement staffing, beats/routes, policies, and technologies that may optimize the enforcement program. Recommendations may include any citation and permit management enhancements and procedural adjustments to support both current and future initiatives;
- Staffing resources needed to support the implementation of recommendations;
- Parking demand management recommendations to maximize the use of existing and future parking supply. Potential phased adjustments to time limits, hours of operation, operating days, and paid parking rate models will be considered to address the City's overall objectives and priorities;

- Employee parking requirements, including considerations for potential permit programs, affordable service worker permits, and other options for the overall management of employee parking;
- General wayfinding recommendations that improve guidance to parking options;
- Ongoing education and outreach strategies to continually solicit stakeholder feedback and ensure that the community is adequately informed and prepared for upcoming and future program adjustments; and,
- Ongoing data collection opportunities that will facilitate future data-driven decisions and improve transparency of the parking operation.

Task 4. Deliverables

- Based on the recommendations identified and evaluated throughout the project, DIXON will prepare a Draft Downtown Parking Action Plan (Roadmap Outline Format) that presents a series of parking strategies broken down by near, medium, and long-term planning horizons. The deliverable will be formatted as a streamlined outline rather than an extensive report, which will highlight key recommendations, and maximize the City's available budget. Recommendations in the Plan will support the City's overall parking program, including off-street parking systems, on-street parking systems, policy and municipal code updates, staffing and organizational changes, and best practices.
- DIXON will circulate the draft report for staff comment.
- DIXON will incorporate staff comments so that a public review draft can be prepared and circulated to the general public.
- DIXON will present the Draft Downtown Parking Action Plan to City Council during a City Council meeting or workshop (virtual presentation).
- Based upon input received from the City Council, staff, and through public outreach efforts, DIXON will revise and finalize the Downtown Parking Action Plan for formal acceptance by City Council. This could include a final presentation to City Council (virtual presentation or Site Visit #2).

Task 5. Rapid LPR Tool

DIXON's Rapid LPR Tool offers an accurate and cost-effective option that utilizes the City's mobile LPR data to gain insight into the overall performance of the program. The Tool can assess parking occupancy and turnover down to the block face level. Rather than investing in dedicated data collection methods that are expensive and under representative, we utilize the information that is already available to you. DIXON can convert your ongoing LPR data and create exportable dashboards that will reflect up-to-date parking conditions. We can provide visualizations of parking occupancy and turnover so you can remain smart and adaptive for important policy decisions. The Tool can also monitor parking enforcement efficiency and optimize enforcement resources by identifying locations that require monitoring.

DIXON's LPR reporting tool provides valuable occupancy and turnover analysis by leveraging existing Mobile LPR data.

- Quarterly Reporting (Downtown Core): For this task order, DIXON will run one (1) quarterly analysis to reflect up-to-date parking conditions within designated collection areas, which includes over 120 on-street block faces and three paid surface lots. The Downtown Core has three subareas and data can be reported by zone in addition to as a whole for the Downtown Core. PDF reports displaying collection dates and various occupancy and turnover tables/charts will be provided to satisfy project and data objectives. Reports can be provided for any requested date range or relevant portion of the data set as needed, with features including detailed occupancy and turnover comparisons, geo-referenced heat maps, sweep reports, and historical summaries by location.

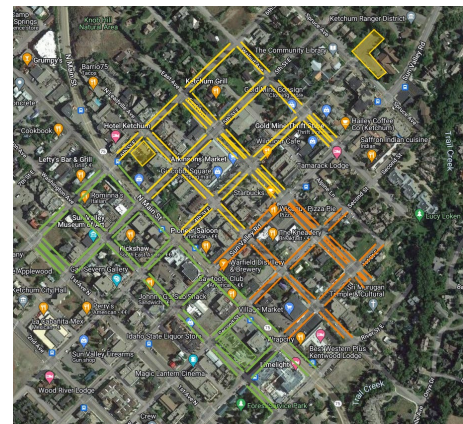


Figure 1: Downtown Core Study Area

Task 5. Deliverables

- DIXON will coordinate with the City's existing LPR vendor to pull in recently collected LPR data. DIXON will process the LPR data to provide one (1) quarterly PDF report displaying collection dates, and various occupancy and turnover tables/charts will be provided to satisfy project and data objectives.

Cost Proposal

This budget accounts for only the tasks outlined in this specific task order. Additional requests can be accommodated, but this may require a change order, based upon the specific request. This cost proposal is based upon a Time & Materials (T&M) approach to ensure that the project is managed in the most cost-effective and efficient manner. The budget amounts include all required travel or related expenses, which are based upon GSA standards and will be billed per requirements and guidelines. Our terms are negotiable, adaptable and can be customized based upon the City's priorities. The bill rate schedule for each job classification is provided below:

Classification	Labor Rate Per Hour
DIXON Principal Consultant	\$225/hour
DIXON Senior Associate	\$175/hour
DIXON Associate	\$145/hour
DIXON Junior Associate	\$105/hour

Description	Not to Exceed
Task Order Two (Tasks 1-5)	\$25,000



City of Ketchum

February 7, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Extend and Increase Professional Services Agreement Contract #20297 with Galena Engineering, Inc. for Sidewalk Infill Design

Recommendation and Summary

Staff is recommending Council approve a contract increase to Professional Services Agreement #20297 with Galena Engineers and adopt the following motion:

“I move to approve extending and increase Contract #20297 with Galena Engineering, Inc.”

The reasons for the recommendation are as follows:

- Continue supporting ongoing efforts to enhance pedestrian infrastructure within the city.
- Support redesign efforts for previously designed sections that have been impacted by development
- Finalize sidewalk design for bidding and construction for sidewalk sections in 2022

Introduction and History

Providing a safe, complete, and comprehensive pedestrian circulation system is a vision of the City that has been identified in various plans and studies. Since 2017 sidewalk sections along 5th St., Warm Springs Ave., 1st Ave., 2nd Ave., and Washington St. have been constructed.

Per Idaho Code Title 67-2320, the City of Ketchum solicited Statements of Qualifications (SOQ's) from qualified Professional Engineering firms to provide professional engineering, planning, surveying, construction administration, and related services for developing new city sidewalks. Through the qualificationbased selection (QBS) Galena Engineering was selected.

Analysis

Extending and increasing Galena's contract will facilitate the City's ability to move forward with finalizing design of five sidewalk infill sections (Q3-2, Q3-3, Q3-4, Q3-6, and Q3-8) for construction bidding in 2022.

Financial Impact

The cost for Galena's services is \$15,250.00.

Attachments:

Amendment to Professional Services Agreement Contract #20297
Scope of Work

**AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT: Contract #20297**

Contract #20297 is amended as follows:

1. SCOPE OF WORK: Contractor will provided the following services: preparation of base mapping/survey, design criteria, engineering analysis, engineer's opinion of probable cost, preliminary design plans, final design plans and specifications, site visits, construction bidding support, construction RFI and submittal review, and as-built construction drawings as directed by the City Administrator or his/her designee.

2. AMOUNT AND METHOD OF PAYMENT: The City agrees to pay Contractor on a time and material basis not to exceed amount of \$211,404.00 for services rendered under this Agreement as follows:

Original PSA Contract:	161,404.00
Previous Amendments:	50,000.00
This Amendment:	15,250.00
Revised PSA, PSWO Amount:	226,654.00

13. TERM OF AGREEMENT: This Agreement shall commence as of the effective date specified in Section 30 and shall remain in effect for two (2) years unless terminated by either party as specified as set forth in this agreement.

Except as otherwise expressly provided in this Agreement, all of the terms and conditions of the original Contract remain unchanged and in full force and effect.

IN WITNESS WHEREOF, THE CITY and Contractor have executed this Agreement as of the effective date specified above.

CITY OF KETCHUM

CONTRACTOR – GALENA ENGINEERING INC.

By: _____
Neil Bradshaw
Mayor

By: _____
Sean Flynn
Corporate Vice President

DATE: _____

DATE: _____

ATTEST:

By: _____
City Clerk

DATE: _____

GALENA ENGINEERING, INC.
PROFESSIONAL SERVICES AGREEMENT / WORK ORDER

PROJECT NUMBER: _____

PROJECT NAME: City of Ketchum 2022 Sidewalk Infill

CLIENT: City of Ketchum

CONTACT: Sherri Newland

COMPANY: City of Ketchum

Telephone _____ **Cellular** 208-861-7593

Fax _____ **Email** snewland@ketchumidaho.org

BILLING ADDRESS:

City of Ketchum

(Owner? ☒ yes or ☐ no)

PO Box 2315

(Address)

Ketchum, ID 83340

(City, State, Zip)

JOB LOCATION:

Q3-2, Q3-3, Q3-4, Q3-6 & Q3-8

THIS AGREEMENT entered into this 6th day of January, 2022, between City of Ketchum,
(the CLIENT) and GALENA ENGINEERING, INC., an Idaho Corporation of Hailey, ID (GALENA).

WHEREAS, the CLIENT intends to construct the above listed sidewalk sections.

The CLIENT will furnish to GALENA information necessary to perform our task.

SERVICES TO BE PERFORMED BY GALENA

GALENA will perform work per the attached scope and fee estimate.

GALENA ENGINEERING, INC.
PROFESSIONAL SERVICES AGREEMENT / WORK ORDER

NOW THEREFORE, the CLIENT and GALENA in consideration of their mutual covenants herein agree in respect of the performance of professional engineering and land surveying services by GALENA and the payment for those services by the CLIENT, as set forth as below:

ANY ESTIMATE GIVEN IS TO BE CONSIDERED AN APPROXIMATION OF THE AVERAGE COST OF THIS TYPE OF JOB. It is by no means to be used as a quotation to determine the final billing price of this agreement. Unless specified, all work will be charged on a time and materials basis, plus any expenses directly related to this Agreement. In addition, there will be charges for alterations, or extras deviating from the original instructions.

BASIS OF FEE AND BILLING SCHEDULE

ESTIMATED FEE COST: **Not To Exceed \$15,250 per the attached scope and fee estimate**

RETAINER:

Will be required ☐ in the Amount of \$ _____ OR Will not be required ☒

The CLIENT will pay GALENA for their services and expenses as follows:

TIME OR TIMES OF PAYMENT

GALENA will bill The CLIENT on or about the first of each month. The CLIENT will make payment to GALENA before the end of the month following the receipt of a bill from GALENA on account of their services and expenses. If the CLIENT fails to make any payment due GALENA on account of their services and expenses within 30 days after receipt of GALENA'S bill, the amounts due GALENA shall bear interest at the rate 18% per annum from said 30 days, and in addition, GALENA may suspend services under this Agreement until they have been paid in full all amounts due them on account of their services and expenses.

LIMIT OF LIABILITY

The CLIENT agrees to limit GALENA'S liability to the CLIENT and to all construction contractors and subcontractors on the project arising from GALENA'S negligent acts, errors or omissions such that the total aggregate liability of GALENA to all those named shall not exceed GALENA'S total fee for the services rendered on this project. The CLIENT further agrees to require of the contractor a similar limitation of the liability of GALENA and of the CLIENT, to the contractor and his subcontractors due to GALENA'S negligent acts, errors or omissions.

TERMINATION

This Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If either party terminates this Agreement, GALENA will be paid for services rendered to the date of such termination on the basis of time and material costs involved thereto.

ATTORNEY'S FEES

Should either party breach this Agreement, and suit has to be instituted upon it, the prevailing party shall be entitled to an award of reasonable attorney's fees to be set by the Court, in addition to all costs.

GALENA ENGINEERING, INC.
PROFESSIONAL SERVICES AGREEMENT / WORK ORDER

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. Fully executed Agreement will be considered as authorization for GALENA to proceed with services.

CLIENT
City of Ketchum
PO Box 2315
Ketchum, ID 83340

Sean Flynn
President
Galena Engineering, Inc
317 North River Street
Hailey, ID 83333

BY : _____

BY : Sean Flynn

TITLE: _____

TITLE: President

Date: _____

Date: 01/06/22

Internal use only

REMARKS:

Project Manager: SMF File Assignment: SMF

Ownership verified with BC GIS by: SF

New Job? ☒ yes or ☐ no If no, New File? ☐ yes or ☐ no

Old Job: _____
(any information that may be pertinent to finding the old job file and #)

Posted _____

Civil Design Scope and Fee Estimate for Ketchum 2022 Sidewalk Infill Project

12/17/21 SMF File: P:\Data\Proposals\2021 Proposals

Item Number	Item Description	Project Engineer	Project Surveyor	Surveyor + Equipment	Drafts person	Task Totals
	Hourly Rate	\$150	\$140	\$130	\$110	

1.00 Q3-2

- 1.01 Amend design to 6" rolled curb. Other minor review and revisions.
 1.02 Prepare cost estimate (quantities and cost)
 1.03 Specification preparation
 1.04 Construction support
 1.05 Subcontractor (structural engineer for retaining wall design)

			8.0	\$880
1.0			1.0	\$260
2.0			1.0	\$410
2.0				\$300
				\$2,000

Man Hours Subtotal**Opinion of Probable Cost Per Position****Total Opinion of Probable Cost This Sidewalk Section \$3,850****2.00 Q3-3**

- 2.01 Amend design to 6" rolled curb. Other minor review and revisions.
 2.02 Prepare cost estimate (quantities and cost)
 2.03 Specification preparation
 2.04 Construction support

			8.0	\$880
1.0			1.0	\$260
2.0			1.0	\$410
2.0				\$300

Man Hours Subtotal**Opinion of Probable Cost Per Position****Total Opinion of Probable Cost This Sidewalk Section \$1,850****3.00 Q3-4**

- 3.01 Amend design to 6" rolled curb. Other minor review and revisions.
 3.02 Prepare cost estimate (quantities and cost)
 3.03 Specification preparation
 3.04 Construction support
 3.05 Subcontractor (structural engineer for retaining wall design)

			8.0	\$880
1.0			1.0	\$260
2.0			1.0	\$410
2.0				\$300
				\$2,000

Man Hours Subtotal**Opinion of Probable Cost Per Position****Total Opinion of Probable Cost This Sidewalk Section \$3,850****4.00 Q3-6**

- 4.01 Amend design to 6" rolled curb. Amend to remove sidewalk in front of 780 N 1st Ave. Other minor review and revisions.
 4.02 Prepare cost estimate (quantities and cost)
 4.03 Specification preparation
 4.04 Construction support

			8.0	\$880
1.0			1.0	\$260
2.0			1.0	\$410
2.0				\$300

Man Hours Subtotal**Opinion of Probable Cost Per Position****Total Opinion of Probable Cost This Sidewalk Section \$1,850****5.00 Q3-8**

- 5.01 Amend design to 6" rolled curb. Amend to remove sidewalk in front of 760 N Wash Ave. Other minor review and revisions.
 5.02 Prepare cost estimate (quantities and cost)
 5.03 Specification preparation
 5.04 Construction support
 5.05 Subcontractor (structural engineer for retaining wall design)

			8.0	\$880
1.0			1.0	\$260
2.0			1.0	\$410
2.0				\$300
				\$2,000

Man Hours Subtotal**Opinion of Probable Cost Per Position****Total Opinion of Probable Cost This Sidewalk Section \$3,850****Total Opinion of Probable Cost \$15,250**



City of Ketchum

April 18, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Review Draft Ketchum Housing Action Plan & Provide Feedback

Recommendation and Summary

Staff will provide an overview of the document and solicit your feedback. Staff plans to conduct additional community engagement sessions to receive feedback on the plan. Staff is proposing the Council hold a special meeting on May 9th to take final public feedback and adopt the plan.

Introduction and History

In October of 2022, the city kicked off the process to create the Ketchum Housing Action Plan. Agnew::Beck Consulting was retained to assist with the creation of the plan as they have extensive similar experience in several western communities. In addition, the city retained Carissa Connelly (Housing Strategist) to serve as local project manager. Creation of the plan has been broken down into three phases:

- Context Setting
 - Community Survey
 - Best Practices Research
 - Needs Analysis
- Creation of the Plan
 - Vision
 - Goals/Targets
 - Year One Actions
- Implementation
 - Quarterly meetings with implementation partners
 - Annual refresh of the plan and public outreach/hearing

The city created a community task force to assist in the creation of the plan. The task force has held three sessions and their feedback has been incorporated into the draft report. Staff has also been meeting with potential implementing partners outlined in the plan to ensure alignment should the plan be approved and funded. Two phases of significant community engagement have been conducted to solicit feedback.

Sustainability Impact

Adequate community housing decreases the occurrence of trip generation and associated greenhouse gases.

Financial Impact

Staff has developed rough cost estimates for each intervention recommended in the plan.

	ESTIMATED Cost Per Year	ESTIMATED # of units or people served per year
rental assistance	\$500K	150 households served
'Lease to Locals' program / Employee housing strategy	\$1M	100 units converted to long-term rentals
construct new multifamily rentals	\$2-3M	30 -100 new homes built Cost dependent on public/free land, takes 2-5 years to complete
pathway to ownership program	\$1-2M	10 homes purchased
multifamily preservation program	\$1M	16-20 existing homes preserved
ESTIMATED TOTAL PER YR	\$5.5M- 7.5M	YR1: 26-30 permanently affordable 100 long-term rentals 150 other households served/stabilized
Proposed LOT scenario	\$2.8M	

The May 17 LOT election will determine whether a dedicated funding stream can be created to implement the plan. Short-term, the city has retained all of the one-time federal ARPA funds to help with housing initiatives. City staff is also working to make application to Blaine County for ARPA funds related to elements in the draft plan. Staff continues to work with IHFA regarding the process to make application to the newly funded state housing trust account.

Attachments:

1. DRAFT Housing Action Plan
2. HAP/LOT Communications Plan

HAP/LOT Schedule

Monday	4-Apr	4:00	Bluebird Presentation at City Council
Monday	11-Apr		Election Information Mailer (Voters/Businesses)
Monday	11-Apr	1:30-3:30	Task Force Meeting
Wednesday	13-Apr	4-6:30	1st & Washington Community Meeting
Monday	18-Apr	TBD	IME Meeting
Monday	18-Apr	4:00	DRAFT HAP to Council
Thursday	21-Apr		WOS - DRAFT HAP
Friday	22-Apr	noon-1:30	Voter Focus Group Lunch w/Gift Certs
Wednesday	27-Apr	5:30-7	HAP Presentation
Monday	2-May	TBD	IME Meeting
Monday	2-May	or May 9	Election Information Card Mailer (Voters)
Thursday	5-May		WOS - FINAL HAP
Monday	9-May	4:00	FINAL HAP to Council
Thursday	12-May	5:30	Library Presentation
Tuesday	17-May		ELECTION DAY

HOUSING ACTION PLAN

Draft for Council & Public Review

Council Meeting
April 18, 2022



1. OUR PROCESS

2. HOUSING CONTEXT

3. OUR APPROACH

4. DRAFT HOUSING ACTION PLAN

5. NEXT STEPS



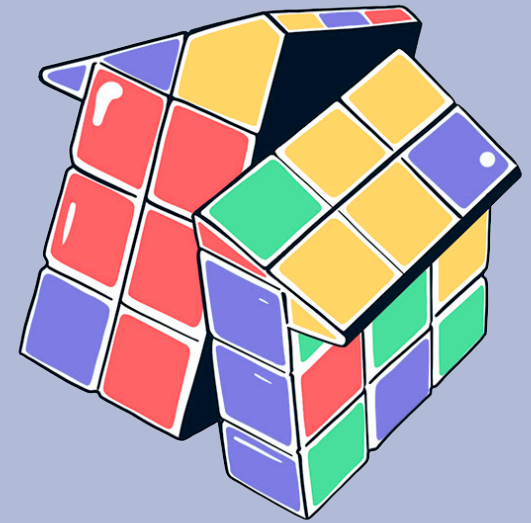
1. OUR PROCESS

2. HOUSING CONTEXT

3. OUR APPROACH

4. DRAFT HOUSING ACTION PLAN

5. NEXT STEPS



TASK FORCE MEMBERS

- Brooke McKenna, The Hunger Coalition
- Courtney Hamilton, Ketchum City Council
- Dan Turner, Blaine County School District
- Dave Wilson, Wilson Construction
- Gretchen Gorham, Johnny G's
- Harry Griffith, SVED
- Herbert Romero, Community Organizer
- Lynne Barker, Blaine County, Sustainability Manager
- Matt Gorby, Casino Bartender/Local Employee
- Mary Fauth, Blaine County Charitable Foundation
- Erin Pfaeffle, St. Luke's Health System
- Mike Schlatter, WR YMCA
- Perry Boyle, Affordable Housing Coalition
- Robert (Bob) Crosby, Sun Valley Realtors
- Sally Gillespie, Spur Community Foundation
- Sarah Michael, Blaine County Housing Authority
- Scott Boettger, Wood River Land Trust
- Susan Scovell, Ketchum Urban Renewal Agency
- Tim Carter, Idaho Mountain Builders/Ketchum P&Z

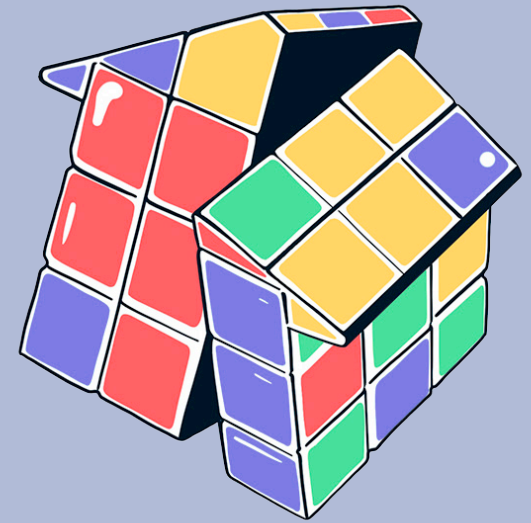
1. OUR PROCESS

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4. DRAFT HOUSING ACTION PLAN

5. NEXT STEPS



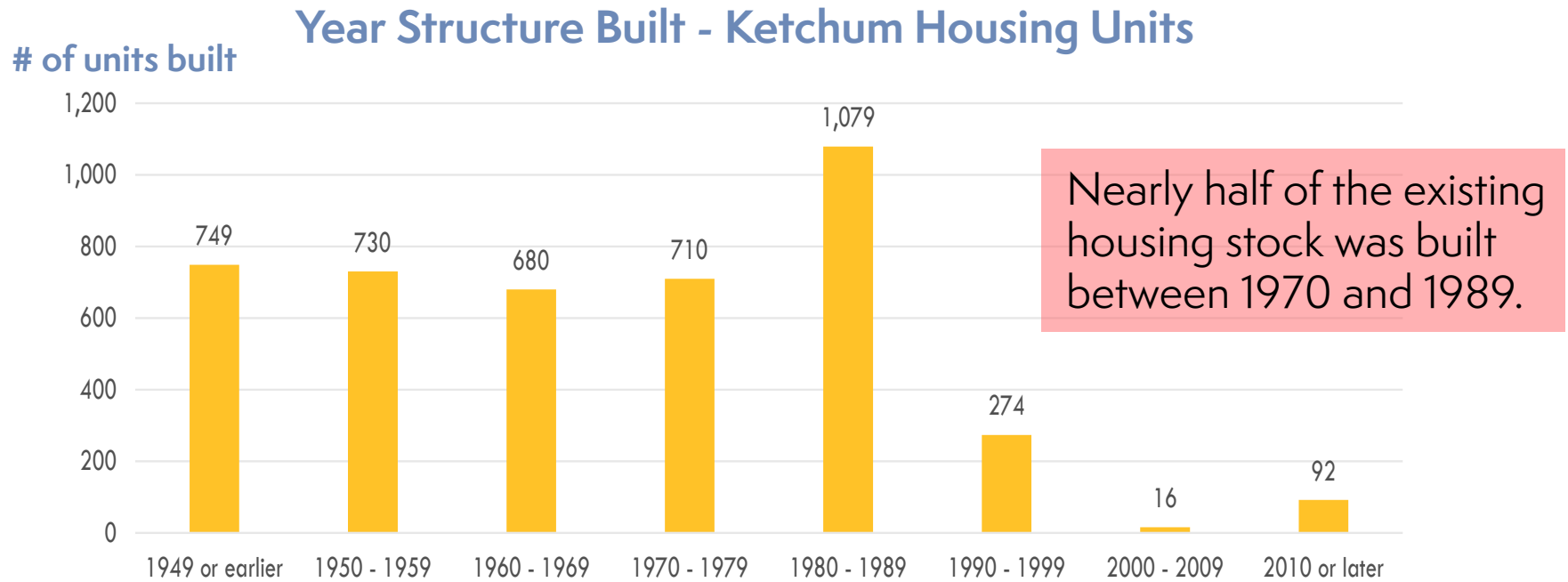
1 There is a massive shortage of affordable homes in Ketchum.

Ketchum: Build new, convert, or preserve about 660 to 982 homes over the next 10 years.

Does not include the 335 “lost” renter households from 2010 to 2019.

	Description		Historic Growth (1% annually)	High Growth (3% annually)
New Households	New households based on 10-year population growth scenarios.		+224	+546
Current Households	Households in need of stabilization or at risk of displacement:	<ul style="list-style-type: none"> • cost burdened • experiencing homelessness • overcrowded 	436	436
ESTIMATED DEMAND	Could be achieved by: <ul style="list-style-type: none"> • preserving existing housing • converting units to local-occupied • New construction 	Total projected units needed in next 10 years.	660 total	982 total
		Projected units needed per year over next 10 years.	66 annually	98 annually

Residential development has slowed.

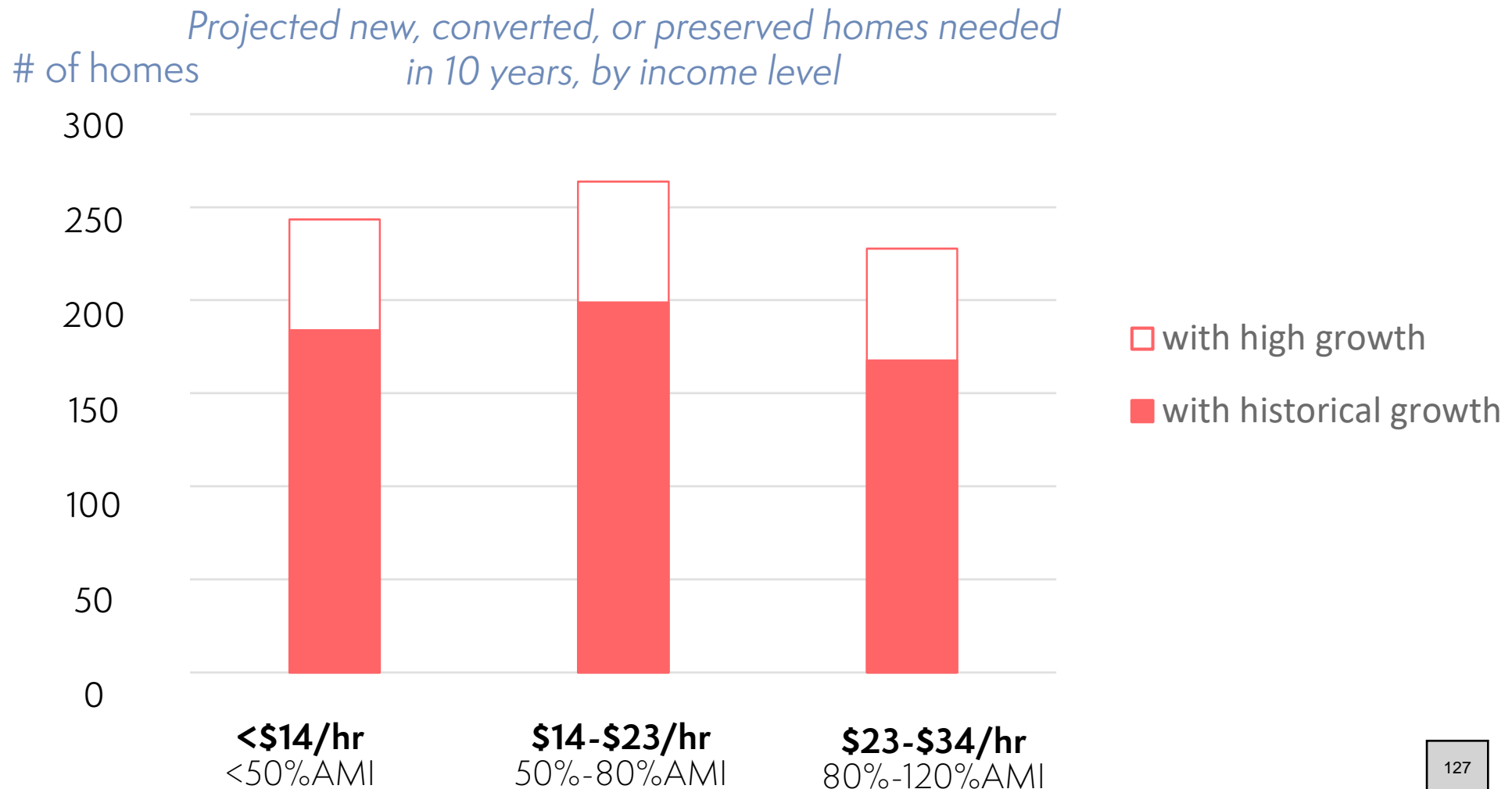


Source: U.S. Census Bureau: American Community Survey 5-Year Estimates (2013-2019), cross-referenced with City of Ketchum building permit data

2

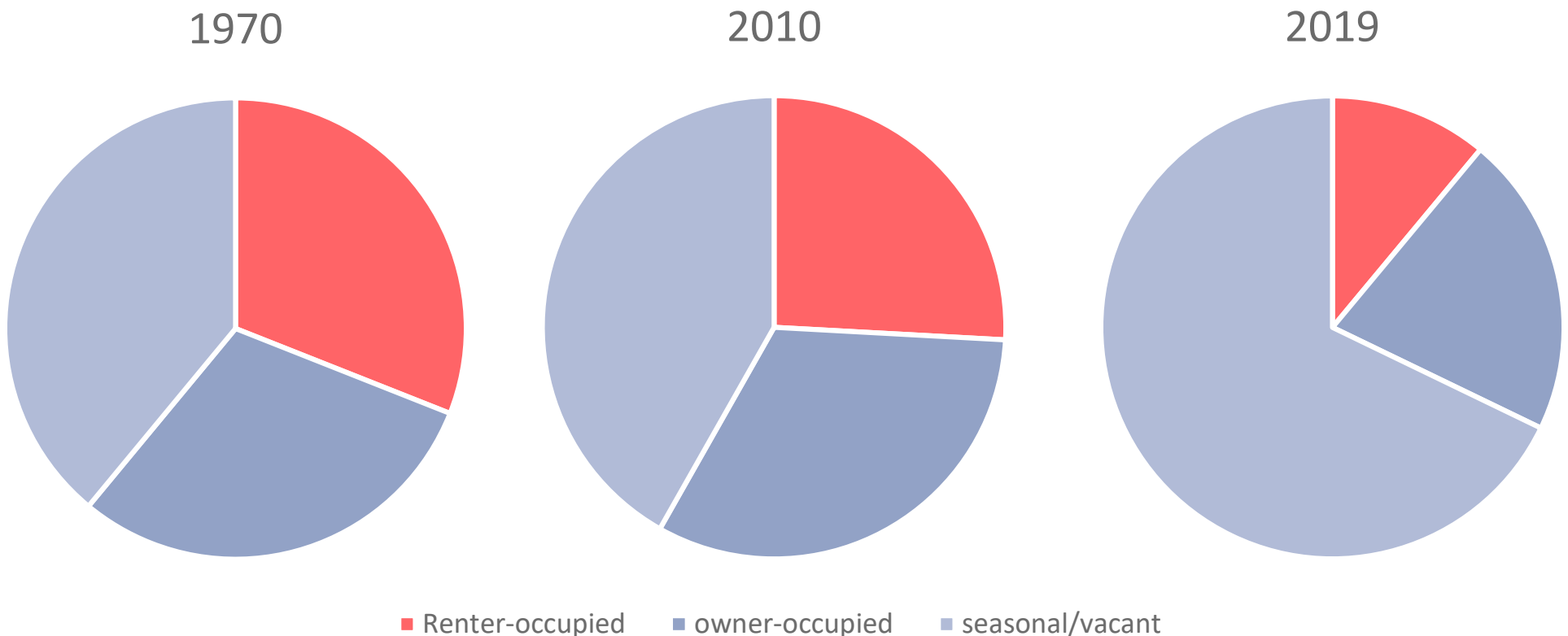
Ketchum is losing its workforce and some year-round residents because most local people cannot afford to live in Ketchum.

Low-and middle-income renters have the greatest unmet housing needs.



Long-term rentals have decreased.

- The proportion of long-term rentals decreased from 31% in 1970 to 10% in 2019.
- About 335 long-term rental units were “lost” in Ketchum since 2010, with a significant proportion likely converted to seasonal or short-term use.



Source: U.S. Census: ACS 5-Year Estimates for 1970, 2010, 2019 data

1% of local residents are experiencing homelessness.

Source: Ketchum Matters Community Housing Survey, Nov. 15, 2021-Jan. 3, 2022

Pandemic Acceleration

The past 2 years have seen a severe acceleration of these trends, along with a substantial increase in year-round population (exception: short-term rentals have seen some near-term declines year over year in the past two years).

**Historic
Annual
Growth Rate**

~1%

**Pandemic
Growth Rates
(2019-2020)**

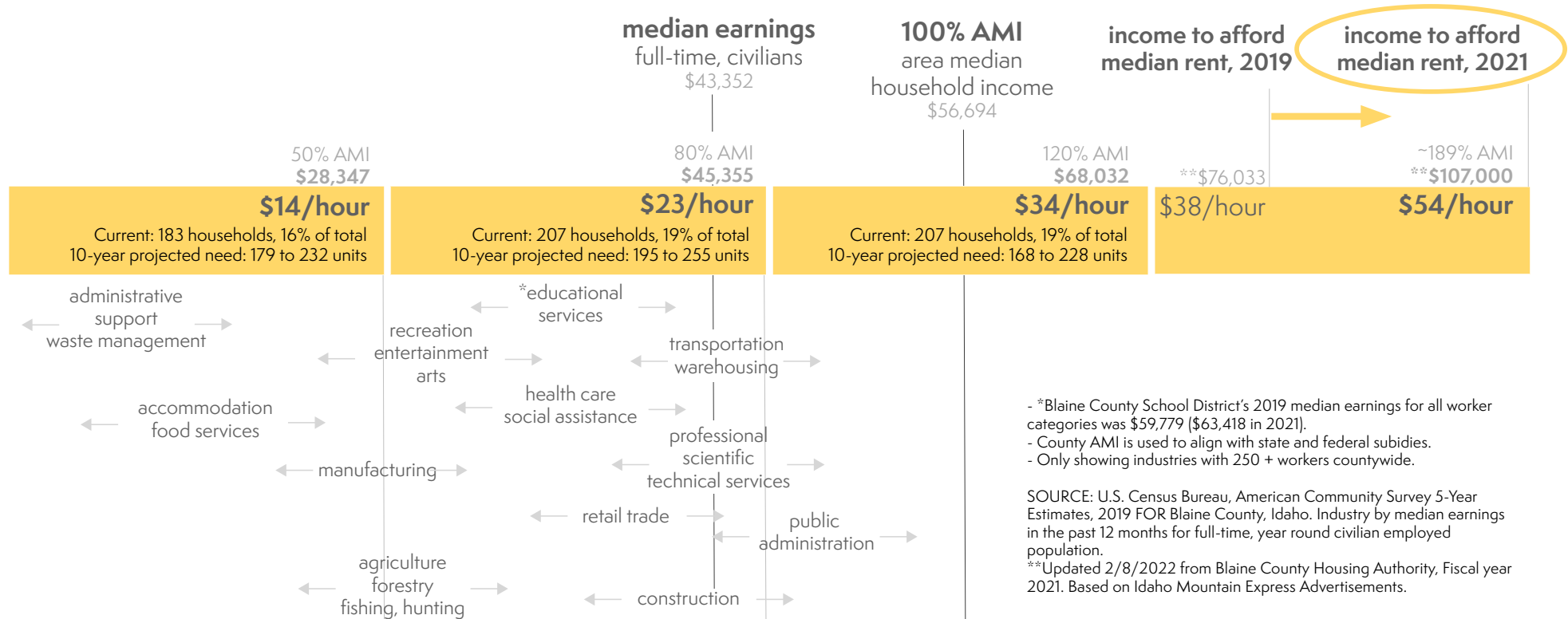
~25%

Source: U.S. Census Bureau: American Community Survey 5-Year Estimates (2013-2019); Decennial Census Redistricting Data (2020)

Our economy is based on workers who earn under \$23 per hour (80% Area Median Income).

Ketchum Households by Industry Median Earnings (2019)

- 50% of industry workers earn below & 50% earn above the median.
- Earnings are per full-time, civilian worker, not by household.
- Household Income includes interest and passive income.
- People are taking on more roommates to afford living here: Renters' average household size increased from 1.74 to 2.92, 2010-2019.



- *Blaine County School District's 2019 median earnings for all worker categories was \$59,779 (\$63,418 in 2021).
 - County AMI is used to align with state and federal subsidies.
 - Only showing industries with 250 + workers countywide.

SOURCE: U.S. Census Bureau, American Community Survey 5-Year Estimates, 2019 FOR Blaine County, Idaho. Industry by median earnings in the past 12 months for full-time, year round civilian employed population.

**Updated 2/8/2022 from Blaine County Housing Authority, Fiscal year 2021. Based on Idaho Mountain Express Advertisements.



"The cost of housing assistance is dramatically less than having to close because you can't find staff, or having to hire and train new staff. Creating an environment that allows people to live and work here needs to include a private business partnership as well."
- Local non-profit manager

"The community is at a tipping point of being something vastly different than it used to be because people are no longer able to live and work here. It's affecting the essence of our mountain town culture and what many value in our community."
- Scott Fortner, Visit Sun Valley

3

Our community agrees that there is a housing crisis and wants action.

"We have had to cut hours/ reduce days or completely close....The employees that we do have are exhausted."
- Local Business Owner

"This is what we are hearing from our clients: Fear of the unknown, stress of abandoning other people who they might be leaving behind if they move and confusion about what the relocation may look like. It's really hard for them to navigate the system as well."
- Brittany Shipley
of NAMI Wood River Valley

Source: Ketchum Housing Matters Interviews + Survey, Nov. 15, 2021-Jan. 3, 2022

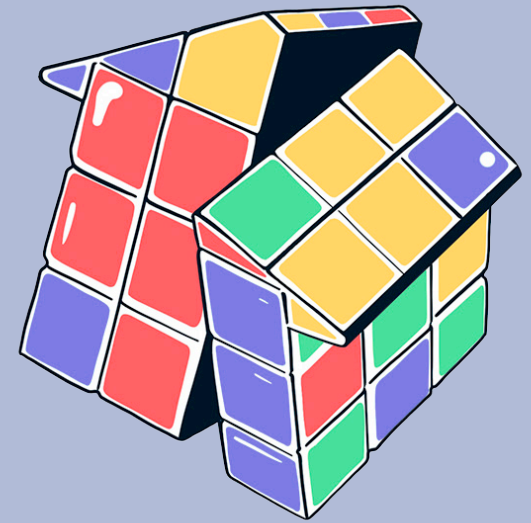
1. OUR PROCESS

2. HOUSING CONTEXT

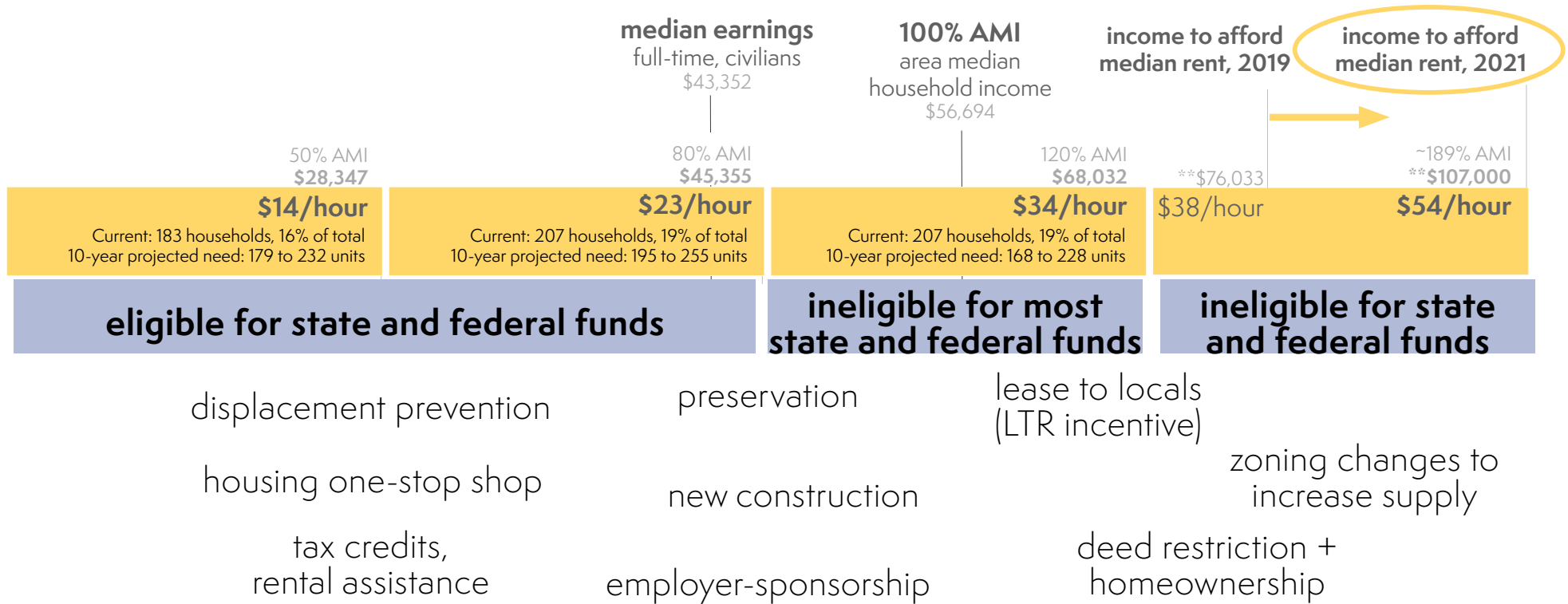
3. OUR APPROACH

4. DRAFT HOUSING ACTION PLAN

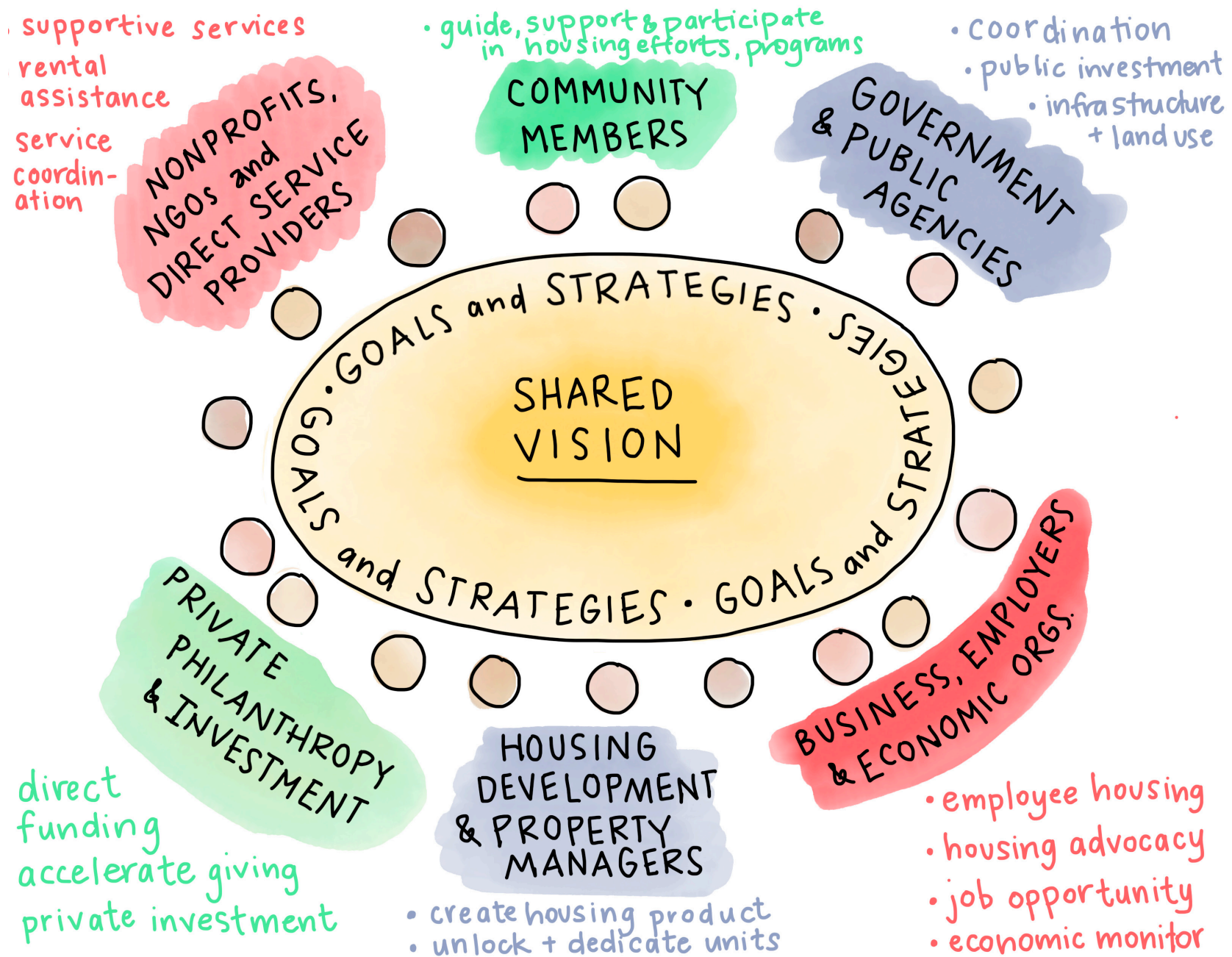
5. NEXT STEPS



1. Housing is influenced by many economic, population, social, land use and other factors; so housing solutions must be **cross-sectional** and **layered** to have real impact.



2. Coordination around a **shared vision** is imperative.



3. Ketchum's housing solutions should encourage and be consistent with **regional collaboration efforts while also being specific and actionable for Ketchum.**

4. Communities must take a **hands-on approach** to influencing, incentivizing and investing to create a housing market that **serves and sustains a year-round, local community.**

5. Communication, collaboration and accountability **build trust and a more activated, informed, and supportive community.**

6. Working to create effective housing solutions is a **continual, iterative process.**

1. OUR PROCESS

2. HOUSING CONTEXT

3. OUR APPROACH

4. DRAFT HOUSING ACTION PLAN

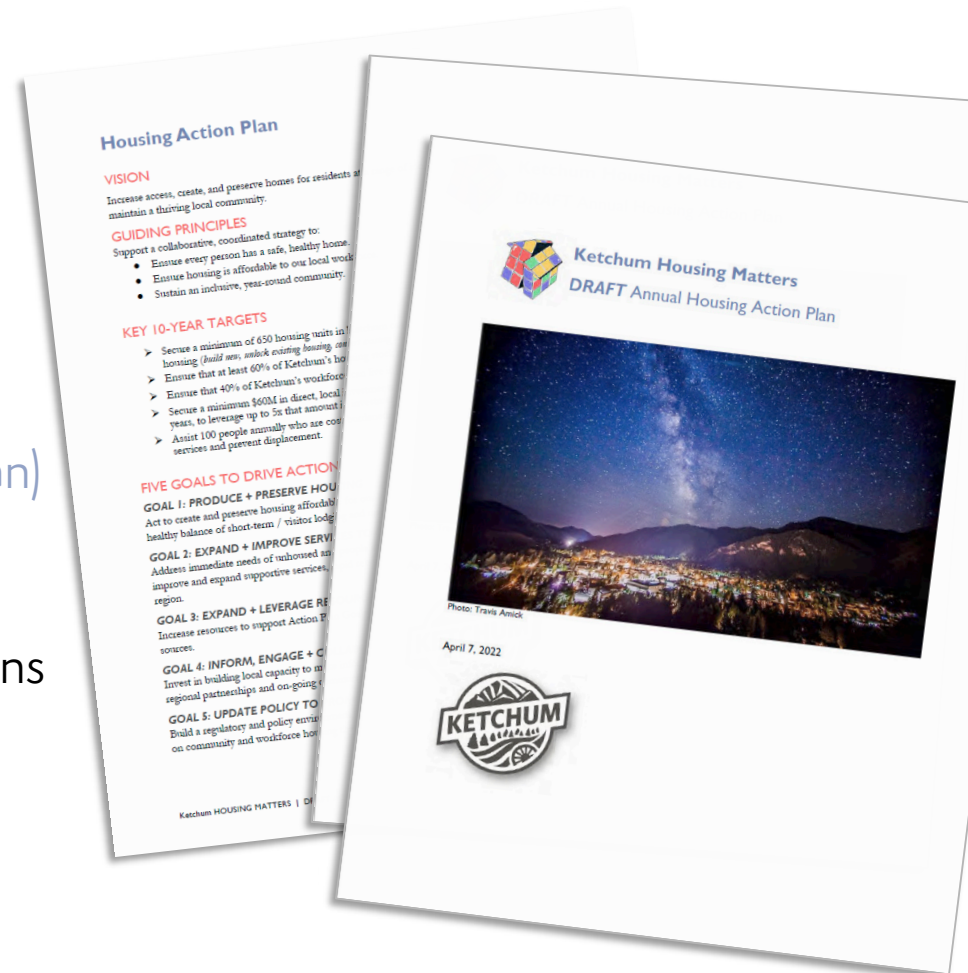
5. NEXT STEPS



Housing Action Plan Structure

1. Intro
2. Housing Context
3. Housing Strategy
 - Vision
 - Principles
 - **10-Year Targets**
 - **Goals**
 - **Strategies**
 - **Year 1 Priority Actions** (Annual Action Plan)
4. Attachments

Annual Action Plan identifies Year 1 Priority Actions
(initiated in Year 1 = May 2022-April 2023)



Vision

Increase access, create, and preserve homes for residents at a range of income levels and life stages to maintain a thriving local community.

Principles

Support a collaborative, coordinated strategy to:

- Ensure every person has a safe, healthy home
- Ensure housing is affordable to our local workforce
- Sustain an inclusive, year-round community

10-Year Targets (starting estimate)

- Secure a minimum of 650 housing units in Ketchum over the next 10 years for local, workforce housing (*build new, unlock existing housing, convert existing to more affordable cost, preserve existing in perpetuity*).
- Ensure that at least 60% of Ketchum's housing stock is owner- or long-term renter-occupied.
- Ensure that 40% of Ketchum's workforce can live in Ketchum.
- Prevent displacement and assist 100 households annually who are cost-burdened, unstably housed or unhoused with supportive services.
- Secure a minimum \$60M in direct, local investments for housing actions for Ketchum in the next 10 years, to leverage up to 5x that amount in investments (*includes 20% of City funds allocated to projects outside of Ketchum*).
- Allocate 20% of City housing funds for significant county-wide actions.
- Annually increase the number of named partners who have actively contributed to implementing housing solutions identified in this plan.
- Through a bi-annual survey, achieve a minimum of 51% satisfaction/public approval of housing action, coordination and results.

OLD/PRIOR GOALS

HOUSING SOLUTIONS

Create, preserve, and increase access to affordable housing.

1 MOST VULNERABLE
Immediately house people experiencing homelessness and stabilize at-risk renters.

2 WORKFORCE
Increase access to, create and preserve housing that is affordable for our local workforce (0-120% AMI).

3 LOCALS + VISITORS
Create and maintain a healthy balance of visitor lodging and community housing.

COMMUNITY CAPACITY

Increase responsiveness and effectiveness of the housing systems.

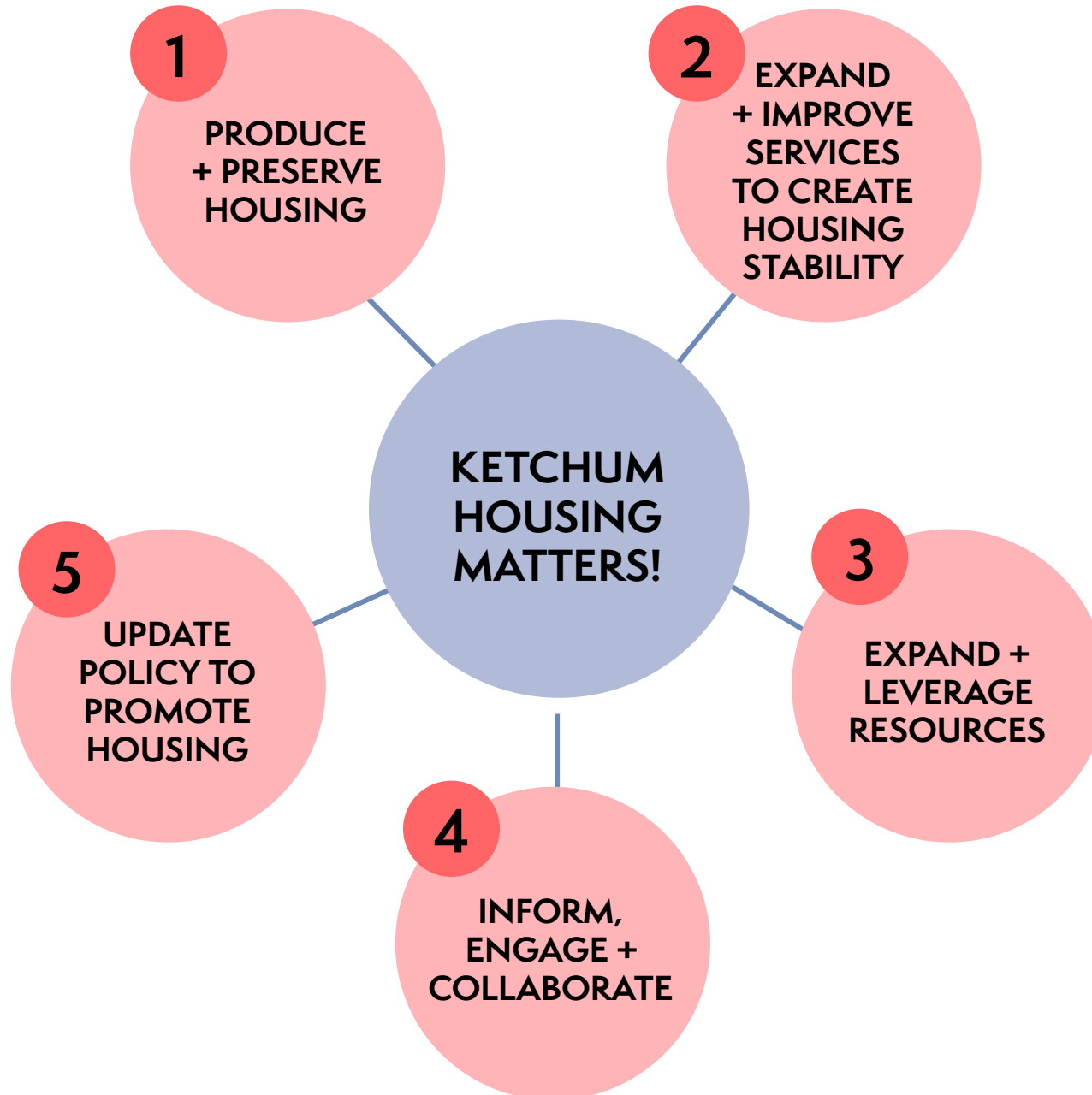
5 COLLABORATE
Mature housing partnerships and streamline knowledge sharing.

6 COMMUNICATE
Open, ongoing dialogue as a community.

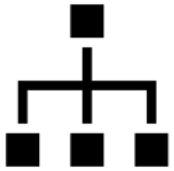
7 SUPPLY
Build a regulatory and policy environment for community housing development and compliance.

8 FUND
Increase resources to support housing efforts.

REVISED GOALS TO ACHIEVE TARGETS



FROM GOALS TO ACTIONS



agree on the
framework

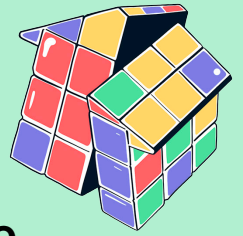
research and
collect potential
strategies, tactics

filter through
prioritization and
action planning
process
(reviewed 280 ideas)

establish action
plan

1

PRODUCE + PRESERVE HOUSING



Act to create and preserve housing affordable for our local workforce and community housing. Maintain a healthy balance of short-term/visitor lodging and resident-occupied housing.

- KEY TARGETS**
- Secure a minimum of 650 housing units in Ketchum over the next 10 years for local, workforce housing (build new, unlock existing housing, convert existing to more affordable cost, preserve existing in perpetuity).
 - Ensure that at least 60% of Ketchum's housing stock is owner- or long-term renter-occupied.
 - Ensure that 40% of Ketchum's workforce can live in Ketchum.

STRATEGIES

Strategy 1: Maintain pipeline of new housing construction projects that contribute to meeting community housing targets.

Strategy 2: Rehabilitate and preserve existing affordable housing (both naturally occurring, and deed restricted).

Strategy 3: Manage and expand inventory of deed-restricted homes (owner-occupied and rentals).

Strategy 4: Support local employee-based housing initiatives that create long-term and seasonal housing to meet demand.

YEAR 1 PRIORITIES

POTENTIAL PARTNERS

1. Continue to support Bluebird Village development.

KCDC, Ketchum Urban Renewal Agency (KURA), City of Ketchum, GMD Development

**ACTION
ITEM**

Recommendation to approve funding commitment letter with Ketchum Community Development Corporation for Bluebird Village Community Housing Project.

2. Develop new housing construction pipeline:

- Create a 10-year pipeline.
- Support development of workforce housing at KURA's 1st and Washington site.
- Initiate joint master plan housing development opportunities on city parcels near the YMCA (in keeping with the parking agreement) and city-owned Leadville parcel.
- Identify potential parcels for acquisition for housing development and identify needed infrastructure and funding to support. *Also supports Goal 3.*
- Continue to dialogue with significant property owners.

City of Ketchum, KURA, KCDC, ARCH, YMCA

YEAR 1 PRIORITIES

2. Develop new housing construction pipeline

POTENTIAL PARTNERS

City of Ketchum, KURA, KCDC, ARCH, YMCA

Community Feedback:

general support for all five publicly-owned locations (with a slight preference for the YMCA North lot)

general support for acquiring additional land for community housing development



YMCA North lot
city-owned



YMCA South lot
city-owned



6th and Leadville
city-owned



1st and Washington
Ketchum Urban Renewal Agency-owned



Lift Tower Lodge
Blaine County Housing Authority-owned



YEAR 1 PRIORITIES

3. Identify and prioritize sites for preservation:
 - Conduct inventory of existing deed restricted, affordable and other naturally occurring (i.e., affordable, unsubsidized) affordable/workforce housing. *Also supports Goal 3.*
 - Identify priority sites for preservation, such as those at-risk of sale or rent increase.
4. Preserve and improve affordable housing at Lift Tower Lodge. *Also supports Goal 2*
5. Increase the number of occupied accessory dwelling units (ADUs): Develop education, incentive or policy improvements to encourage development and use of ADUs for local housing.
6. Pathway to ownership: Identify deed restriction and down payment assistance feasibility and program options that can be used within a variety of local housing projects as a pathway to ownership.
7. Incentivize long-term rentals: Implement “Lease to Locals” Workforce Rental program.

POTENTIAL PARTNERS

BCHA, City of Ketchum, *other partners as identified*

BCHA, City of Ketchum

Sun Valley Board of Realtors, Ketchum Affordable Housing Coalition

ARCH, Landing Locals

City of Ketchum, Landing Locals, *Goldwhip Girls, Sun Valley Board of Realtors, local property managers*

PRESENTATION

1

PRODUCE + PRESERVE HOUSING

YEAR 1 PRIORITIES

1. Continue to support Bluebird Village development

**ACTION
ITEM**

Recommendation to approve funding commitment letter with Ketchum Community Development Corporation for Bluebird Village Community Housing Project.

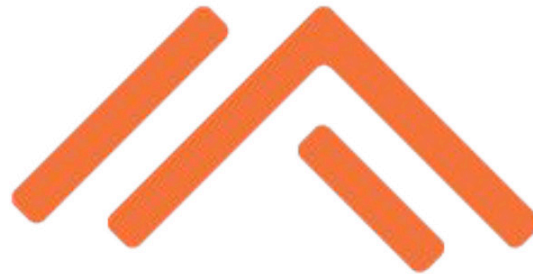
POTENTIAL PARTNERS

KCDC, Ketchum Urban Renewal Agency (KURA), City of Ketchum, GMD Development

7. Incentivize long-term rentals: Implement "Lease to Locals" Workforce Rental program.

PRESENTATION

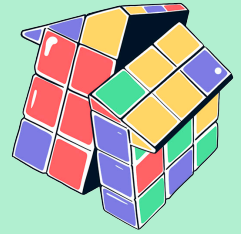
City of Ketchum, Landing Locals, *Goldwhip Girls, Sun Valley Board of Realtors, local property managers*



LEASE TO LOCALS
powered by **LANDING LOCALS**

2

EXPAND + IMPROVE SERVICES TO CREATE HOUSING STABILITY



Address immediate needs of unhoused and people at -risk of displacement in our community. Integrate, improve and expand supportive services, to rapidly rehouse and prevent future displacement throughout the region.

KEY TARGETS

- Prevent displacement and assist 100 households annually assist 100 households annually who are cost-burdened, unstably housed or unhoused with supportive services.

STRATEGIES

Strategy 1: Support a community education campaign to build awareness about the range of existing and changing housing conditions and projected needs.

Strategy 2: Accelerate coordination of services and resources among housing and human services partners with the goal of creating a more trauma-informed, person-centered approach to service delivery and housing.

Strategy 3: Create a range of emergency and supportive housing options to meet demand.

Strategy 4: Expand eviction prevention services. (i.e., legal services, emergency rental assistance, etc.)

EXPAND + IMPROVE SERVICES TO CREATE HOUSING STABILITY

YEAR 1 PRIORITIES

1. Provide displacement support:
 - Work with partners to find housing solutions, including a planned relocation strategy for approximately 15 families being displaced by redevelopment of McHanville neighborhood in Ketchum's area of impact.
 - Develop relocation and displacement policies to minimize displacement and its affects. Also supports Goal 5.
2. Expand residential capacity of Lift Tower Lodge.
3. Define key terminology, specifically supportive services, trauma-informed, and social determinants of health.
4. Prioritize supportive services for coordination. Identify and seek commitment from key implementation partners.

POTENTIAL PARTNERS

Blaine County Charitable Fund, Crisis Hotline Blaine County Housing Authority, Blaine County, St. Luke's

Blaine County Housing Authority, City of Ketchum, Blaine County

Blaine County Housing Authority, Interagency Working Group, local service providers and jurisdictions

Blaine County Housing Authority, Interagency Working Group, local service providers and jurisdictions

EXPAND + IMPROVE SERVICES TO CREATE HOUSING STABILITY

YEAR 1 PRIORITIES

5. Convene local housing and service provider group to explore a redesign of service delivery to be a more streamlined one-stop shop:

- Establish a “coordinated entry” approach to supportive services delivery, referrals, and follow-up. Work with service providers to update and refer people to the findhelpidaho.org.
- Understand existing service capacity and gaps, including legal services, emergency and short-term rental assistance.
- Collaborate with existing organizations for rapidly rehousing those who are, or are soon-to-be, unhoused.
- Ongoing convening and coordination of coalition of local providers.
- Facilitate housing-specific education of group. Assess other identified, related knowledge gaps, if any.

POTENTIAL PARTNERS

Blaine County Housing Authority, Interagency Working Group, local service providers and jurisdictions including The Hunger Coalition, BCCF, The Advocates, Herbert Romero, The Alliance, Men’s Second Chance Living, YMCA, St. Luke’s Center for Community Health, South Central Public Health District, Jesse Tree, Terry Riley, South Central Community Action Partnership, Idaho Health and Welfare, Legal Aid, The Salvation Army, Senior Connection

EXPAND + IMPROVE SERVICES TO CREATE HOUSING STABILITY

YEAR 1 PRIORITIES

6. Identify and support policy changes that increase access to housing.
7. Coordinate funding sources. Also supports Goal 3.
8. Identify and support physical housing options for unhoused and at-risk households:
 - Conduct inventory of existing potential housing/sites for permanent supportive housing and/or emergency shelter/temporary crisis housing. Assess location and specifics with service providers. Also supports Goal 1.
 - “Build or buy” strategy for dedicated supportive housing units. Also supports Goal 1.

POTENTIAL PARTNERS

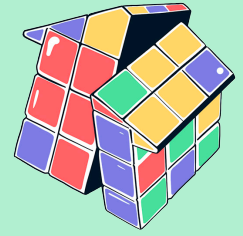
Blaine County Housing Authority, Interagency Working Group, local service providers and jurisdictions

Interagency Working Group

City of Ketchum, Blaine County Housing Authority

3

EXPAND + LEVERAGE RESOURCES



Increase resources to support Action Plan Goals from a range of public and private sources.

KEY TARGETS

- Secure a minimum \$60M in direct, local investments for housing actions for Ketchum in the next 10 years, to leverage up to 5x that amount in investments (includes 20% of City funds allocated to projects outside of Ketchum).
- Allocate 20% of City housing funds for significant county-wide actions.

POLICY

STRATEGIES

Strategy 1: Seek, secure, and provide ongoing funding to sustain City of Ketchum housing initiatives and actions.

Strategy 2: Seek, secure and provide one-time and project-specific funds, such as public/private grants, private donations, employer participation, and alternative funding models to contribute to and sustain community housing efforts.

Strategy 3: Leverage public- and partner-owned land and buildings for potential housing developments.

Strategy 4: Create and promote a development incentive package to reduce costs for projects serving community needs.

3

EXPAND + LEVERAGE RESOURCES

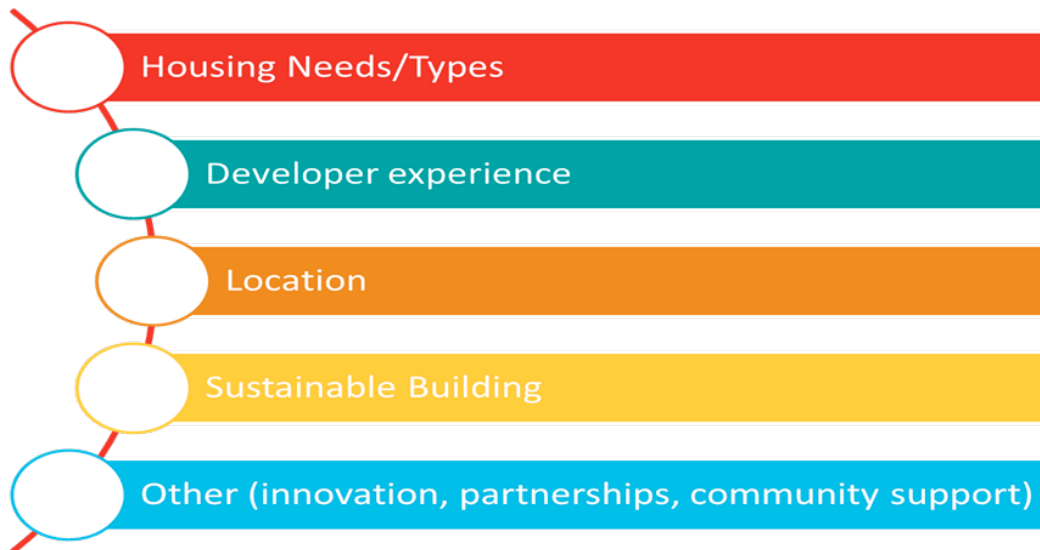
YEAR 1 PRIORITIES

1. Create criteria for allocation of city funds, including alignment with the Vision, Principles and Goals identified in this Plan, other City plans, and apportionment based on projected need by area median income. See Appendix for example from Truckee.

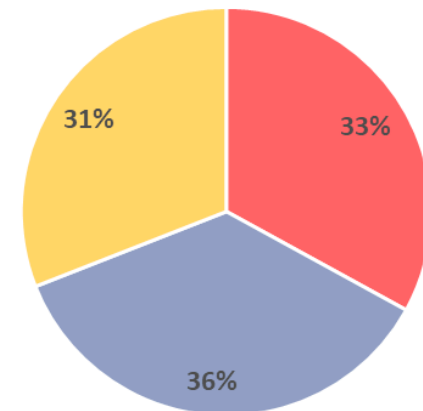
POTENTIAL PARTNERS

City of Ketchum, implementation partners

Example Evaluation Criteria



Example Allocation Distribution



■ <50% AMI ■ 50% to 80% AMI ■ 80% to 120% AMI

2. Meet with current and potential public and private funding partners to set up a process to regularly review funding priorities and opportunities to support the Action Plan (minimum quarterly). *Also supports Goal 4.*

City of Ketchum and Implementation/Funding Partners (Spur Community Foundation, Wood River Community Housing Trust, Idaho Community Foundation)

YEAR 1 PRIORITIES

3. Secure local funding for housing through adjustments to Ketchum's local option tax (LOT).

POTENTIAL PARTNERS

Committee for LOT for Housing

POLICY

If the voters approve the ballot, new revenues generated from LOT will solely be used for the purposes of Workforce Housing Provision and Support.

WORKFORCE

All adults in the household must meet one of the following criteria:

- An employee of a local business in Blaine County, Idaho (at least 1,000 hours per year or an average of 20 hours per week) during their occupancy
- Pursuing work in Blaine County by:
 - applying for work with local businesses
 - have a job offer from a local business
 - preparing for work by participating in job training, educational programs, or programs that assist people to obtain employment and become economically self-sufficient

OR

By median rent: Up to the income who can afford the previous year's annual median rent

• Meet one of the following exemptions:

- retired person who, immediately preceding retirement, was a full-time employee of an entity located within Blaine County for at least five continuous years and continued living as a full-time resident within Blaine County following their retirement
- person unable to work or who does not have a work history due to qualifying for disability as defined by the Americans with Disabilities Act
- full-time, informal caregiver if either caregiver or care-recipient lived in Blaine County for at least the five previous continuous years.

By income

- Up to 120% area median income
- Up to 150% area median income
- Comparable cities – many have removed the AMI limit or gone up to 210%

3

EXPAND + LEVERAGE RESOURCES

YEAR 1 PRIORITIES

4. Support/secure state/federal funding for housing. Key sources include:
- State of Idaho Housing Trust Fund for housing development gap financing
 - City ARPA strategic initiatives account
 - Blaine County ARPA funds
 - Idaho Housing and Finance Association (IHFA) Low-Income Housing Tax Credit (LIHTC) and related financing programs
 - Increase/expand funding for short-term/emergency rental assistance and other Goal 1 and Goal 2 area programs

5. Coordinate cross-organization philanthropic efforts and strategies for an effective philanthropy model. Explore, document, and pursue philanthropic funding for specific housing solutions.

POTENTIAL PARTNERS

Blaine County, Idaho Housing Finance Association

Spur Community Foundation, St. Luke's Foundation, Wood River Community Housing Trust

3

EXPAND + LEVERAGE RESOURCES

YEAR 1 PRIORITIES

POTENTIAL PARTNERS

6. Meet with large and small local employers, including non-profits and direct service providers, to discuss specific employer-sponsored housing options.

Local employers

7. Explore opportunities to fund “barrier removal” programs to assist people getting into housing. For example:

- Fundraising for down payment assistance programs
- Fundraising for “Jump Start” housing security flex fund
- Relocation/retention assistance program

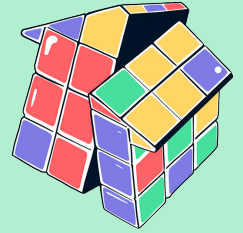
City of Ketchum

8. Conduct land and properties inventory and analysis of development potential for both public and private parcels/facilities in Ketchum with potential for housing development, rehabilitation, land trades or purchases, etc. Also supports Goal 1.

City of Ketchum, Wood River Land Trust, Mountain Rides, and public/private partners

4

INFORM, ENGAGE + COLLABORATE



Invest in building local capacity and regional partnerships to make informed decisions about, and execute on, housing action. Support ongoing communications to increase coordination and effectiveness, targeting the public, other jurisdictions and implementation partners.

KEY TARGETS

- Allocate 20% of City housing funds for significant county-wide actions.
- Annually increase the number of named partners who have actively contributed to implementing housing solutions identified in this plan.
- Through a bi-annual survey, achieve a minimum of 51% satisfaction/public approval of housing action, coordination and results.

STRATEGIES

Strategy 1: Create and implement a Ketchum Community Housing Action Plan to define goals, inform resource allocation and track progress.

Strategy 2: Monitor and share economic development data and employment projections and use to inform housing demand analyses and proposed housing solutions.

Strategy 3: Support an on-going communications strategy for housing to continually engage and educate the community on critical housing topics.

Strategy 4: Work with regional partners to improve countywide coordination and collective impacts for housing.

4

INFORM, ENGAGE + COLLABORATE

YEAR 1 PRIORITIES

1. Finalize Ketchum Community Housing Action Plan and Needs Assessment.

POTENTIAL PARTNERS

City of Ketchum

2. Provide a six-month Progress Report.

City of Ketchum, implementation partners

3. Update Ketchum Housing Action Plan annually, with community input and Council approval.

City of Ketchum, implementation partners

4. Create accountability and guarantee transparency with the public and partners in housing funding decisions and resource allocations at City Council and other public meetings and through annual budgeting process.

City of Ketchum

5. Launch coordination process with Action Plan implementation partners (i.e., quarterly meetings to track process, web-based tracking tool).

City of Ketchum, implementation partners

Ketchum Project Management, Reporting and Accountability Structure

WHO

PURPOSE

FREQUENCY

**Ketchum Mayor
and Council**

- Review and approve updated implementation plan and provide overall strategic direction
- Review and approve housing-related spending through annual budget process

- Bi-annual meetings to approve updated implementation (May, Dec)
- Optional: conduct as part of Joint Work Sessions with Planning & Zoning and KURA Board

City Departments

Planning, Administration,
Communications, Public Works,
etc.

- Directing and working with housing staff on specific housing actions

- Weekly meetings with relevant departments
- Quarterly joint meetings with all City Administrators and Planning Directors (approx. Feb, Apr, Aug, Nov)

Implementation Partners

Local nonprofits, housing
developers, employers, public
agencies, etc.

- Coordinate and facilitate efforts beyond City of Ketchum
- Opportunity to review progress toward shared goals, lessons learned and education
- Project management

- Meet quarterly (approx. Feb, Apr, Aug, Nov)

Community/Public

- Educate, inform
- Receive feedback

- Quarterly reports/newsletter (approx. Mar, May, Sep, Dec)
- Open Council meetings
- Annual public input

4

INFORM, ENGAGE + COLLABORATE

EXAMPLE WORK PLAN, TRACKING QUESTIONS

GOAL 1: PRODUCE + PRESERVE HOUSING

status	What is the implementation status?
lead	Who is taking the lead in implementing this strategy?
Implementation Partners	Who are our implementation partners?
Funding	What funding is available or necessary?
Cost	What is the estimated cost?
Timeframe	short - 3 to 6 months Mid - 1 year long - Greater than 1 year
Number of units/ people served	How many units will this provide? How many people are served by this action?
AMI bracket	What income range is being served by this action?

YEAR 1 PRIORITIES

6. Create and implement strategic communication plan for housing to support partner work:

- Develop community education materials to build understanding of continuum of local housing needs and intersection of housing and other areas. Also supports Goal 2.
- Develop shared messaging materials for use among housing partners.
- Initiate speaker series, trainings, working group or other methods for identifying and sharing information about existing programs and innovative housing models to develop local initiatives.
- Initiate a community call to action to describe how community members can affect change (i.e., give funds, pledge support, provide public comment, other methods of community action).

7. Determine baseline and change in perception on housing efforts and effectiveness:

- Create a baseline poll to partner organizations to distribute to service recipients/participants.
- Annually re-poll recipients/participants to determine change.

POTENTIAL PARTNERS

Wood River Land Trust, St. Luke's, Sun Valley Institute, the Hunger Coalition, City of Ketchum, Blaine County Housing Authority or Regional Housing Coalition, Spur Community Foundation

Implementation partners of Goal 2

YEAR 1 PRIORITIES

8. Participate in and support launch of a countywide housing coordination effort. Explore intersection with cross-sectional efforts, such as smart growth and regional sustainability planning.

POTENTIAL PARTNERS

Blaine County, Blaine County Housing Authority, Participating members TBD



Option 1: Maintain status quo, aiming for added resources. BCHA works with each community independently as an external support. Local jurisdictions fund/provide housing capacity (staff, programs) as able.



Option 2: Co-funded Ketchum/Blaine County housing staff. BCHA maintains status quo. City and County share resources to fund Housing Director/Specialist who coordinates between the entities.



Option 3: Shared housing department. BCHA team staffs, rebrands and expands and strengthens its scope to act as housing staff for local jurisdictions. Partners contribute funds. Coordinate across and integrate with jurisdictions and partners.

YEAR 1 PRIORITIES

9. Maintain internal capacity to staff key housing actions, initiatives, and community engagement.

POTENTIAL PARTNERS

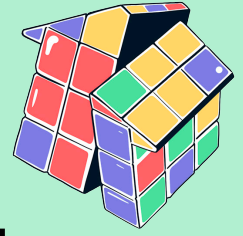
City of Ketchum

10. Identify state-level housing policy changes and work with the resort community coalition's policy advocate.

City of Ketchum

5

UPDATE POLICY TO PROMOTE HOUSING



Build a regulatory and policy environment that increases housing supply with an emphasis on workforce and community housing development while remaining consistent with other community goals.

KEY TARGETS ■ Supports all targets.

STRATEGIES

Strategy 1: Annually evaluate effectiveness of Ketchum's policies and processes in promoting community housing development and update, as needed.

Strategy 2: Align City policies to support implementation of housing with other community priorities to maximize community benefit.

Strategy 3: Identify and implement methods to effectively balance safe, attractive seasonal and short-term housing with long-term rentals, community housing and viable, livable neighborhoods.

UPDATE POLICY TO PROMOTE HOUSING

YEAR 1 PRIORITIES

1. Conduct an audit of existing code in relation to Action Plan goals.

POTENTIAL PARTNERS

City of Ketchum

2. Enact interim ordinance while permanent regulations are developed to increase the production of housing:

- Minimum residential densities required for certain zone districts depending on project type
- Limit lot consolidation to low-density zones
- No net loss of units

City of Ketchum

**ACTION
ITEM**

3. Develop code change work plan to spur increased general and community housing supply.

City of Ketchum

4. Explore priority processing and other incentives for projects that serve the Housing Action Plan.

City of Ketchum

Recommendation to review and adopt Ordinance #1234 establishing minimum residential densities in specific zoning districts, regulating the consolidation of lots in areas of Ketchum, prohibiting reduction of dwelling units in conjunction with new development projects, clarifying parking requirements for uses in the community core and tourist zones, and modifying the design review criteria for new development.

UPDATE POLICY TO PROMOTE HOUSING

YEAR 1 PRIORITIES

POTENTIAL PARTNERS

5. Establish annual accountability metrics for application, permit, etc. processing related to housing development and measure progress toward housing goals.

City of Ketchum

6. Meet regularly with other City departments and public agencies, development community and key constituencies to obtain feedback for process improvements.

City of Ketchum

7. Propose ordinances to address income non-discrimination and tenant displacement ordinance to help identify and support tenants at risk of displacement. *Also supports Goal 2.*

City of Ketchum

8. Clarify Fair Housing and Affirmatively Furthering Fair Housing requirements to counteract negative impacts on protected classes. Analyze additions to federal law. *Also supports Goal 2.*

City of Ketchum

9. Create a separate business license to collect accurate information on short-term rentals and issue regular reports.

City of Ketchum

10. Explore methods to verify health and safety standards in short-term rentals.

City of Ketchum

UPDATE POLICY TO PROMOTE HOUSING

YEAR 1 PRIORITIES

2. Enact interim ordinance while permanent regulations are developed to increase the production of housing:
- Minimum residential densities required for certain zone districts depending on project type
 - Limit lot consolidation to low-density zones
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POTENTIAL PARTNERS

City of Ketchum

**ACTION
ITEM**

Recommendation to review and adopt Ordinance #1234 establishing minimum residential densities in specific zoning districts, regulating the consolidation of lots in areas of Ketchum, prohibiting reduction of dwelling units in conjunction with new development projects, clarifying parking requirements for uses in the community core and tourist zones, and modifying the design review criteria for new development.

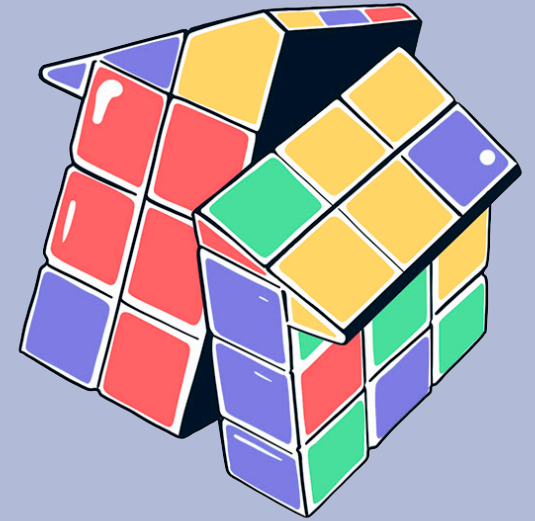
1. OUR PROCESS

2. HOUSING CONTEXT

3. OUR APPROACH

4. DRAFT HOUSING ACTION PLAN

5. NEXT STEPS



NEXT STEPS

April 13
4 to 6:30 pm

1st & Washington Ave Redevelopment Community Workshop
proposed mixed-use, mixed-income housing



April 18
4 pm

Draft Housing Action Plan presented to Council
Public comment welcome

April 18 to May 1

Public Feedback on Draft Housing Action Plan
Email comments to participate@ketchumidaho.org

April 22
noon to 1:30 pm

Focus Group on the Housing Action Plan
Sign up at participate@ketchumidaho.org.
LUNCH AND GIFT CARDS FOR ATTENDEES!

April 27
5:30 to 7 pm

Draft Housing Action Plan Presentation & Open House
City Hall - FREE FOOD!

May 9
4 pm

Final review of the Housing Action Plan
by City Council

May 12
5:30 pm

Presentation of the Housing Action Plan
The Community Library

May 17
8 am to 8 pm

ELECTION DAY!
Local Option Tax vote to raise revenue for workforce housing provision and support

COMMENTS?

- Public
- Council





KETCHUM HOUSING MATTERS

DRAFT ANNUAL HOUSING ACTION PLAN



April 18, 2022

Draft for public review



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APPROVAL AND ADOPTION

[This page intentionally left blank – contents to be added upon adoption.]

ACKNOWLEDGEMENTS

Mayor and Council

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

Task Force Members

- Brooke McKenna/Naomi Spence, *The Hunger Coalition*
- Courtney Hamilton, *Ketchum City Council*
- Dan Turner, *Blaine County School District*
- Dave Wilson, *Wilson Construction*
- Erin Pfaeffle, *St. Luke's Health System*
- Gretchen Gorham, *Johnny G's Subshack*
- Harry Griffith, *Sun Valley Economic Development*
- Herbert Romero, *Community Organizer*
- Lynne Barker, *Blaine County, Sustainability Manager*
- Mary Fauth, *Blaine County Charitable Foundation*
- Matt Gorby, *The Casino Bartender/Local Employee*
- Mike Schlatter, *Wood River YMCA*
- Perry Boyle, *Affordable Housing Coalition of Ketchum*
- Bob Crosby, *Sun Valley Board of Realtors*
- Sally Gillespie, *Spur Community Foundation*
- Sarah Michael, *Blaine County Housing Authority*
- Scott Boettger, *Wood River Land Trust*
- Susan Scovell, *Ketchum Urban Renewal Agency*
- Tim Carter, *Idaho Mountain Builders/Ketchum Planning & Zoning Commission*

Ketchum City Staff

- Aly Swindley, *Administrative Assistant*
- Carissa Connelly, *contracted Ketchum Housing Strategist*
- Jade Riley, *City Administrator*
- Lisa Enourato, *Public Affairs & Administrative Services Manager*
- Morgan Landers, *Senior Planner*
- Suzanne Frick, *Planning and Building, KURA Director*

Other Contributing Partners

- Alyson Witmer, *The Pioneer Saloon*
- Anonymous, *Community homeowner*
- Ben Pettit, *Sun Valley Community School*
- Bob Crosby, *Sun Valley Board of Realtors*
- Brittany Shipley, *NAMI Wood River Valley*
- Brooke Pace McKenna, *The Hunger Coalition*
- Chip Atkinson, *Atkinsons' Market*
- Courtney Hamilton, *Council Member*
- Dave Hausman, *Lefty's Bar and Grille*
- Dave Hutchinson, *VP Companies*
- Erin Pfaeffle, *St. Luke's Wood River Medical Center*
- Harry Griffith, *Sun Valley Economic Development*
- Jacob Frehling, *Maude's Coffee and Clothes*
- Jeff Bay, *Tamarack Lodge/Hotel Ketchum*
- Jen Smith, *Community homeowner*
- Jenny Emery-Davidson, *The Community Library*
- Krzysztof Gilarowski, *Community member*
- Mark Nieves, *Independent Goods*
- Michael David, *Council Member*
- Michelle Griffith, *ARCH Community Housing Trust*
- Nancie Tatum, *Community member*
- Nathan Harvill, *Blaine County Housing Authority*
- Olin Glenne, *Sturtevant's*
- Paul Conrad, *Conrad Brothers*
- Reid Sanborn, *Engel & Völkers*
- Sally Gillespie, *Spur Community Foundation*
- Scott Fortner, *Visit Sun Valley*
- Steve Shafran, *Spur Community Foundation*
- Susan Scovell, *Ketchum Urban Renewal Agency*
- Tim Silva, *Sun Valley Company*
- Tim Wolff, *Spur Community Foundation*
- Tish Short, *Hemingway Elementary School*

Identified Implementation Partners

- ARCH Community Housing Trust
- Blaine County
- Blaine County Housing Authority
- Goldwhip Girls
- Idaho Housing Finance Association
- Interagency Council
- Ketchum Community Development Corporation
- Ketchum Urban Renewal Agency
- Landing Locals
- Spur Community Foundation
- St. Luke's Wood River Medical Center
- Sun Valley Economic Development
- The Hunger Coalition
- Wood River Charitable Fund
- Wood River Community Housing Trust
- Wood River Community YMCA

The thousands of community members who participated in this process through the regional survey, open houses, participation at public meetings and by sharing your thoughts, comments and stories.
—Thank you

Additional Support

Translation services and outreach to local Latino communities provided by Herbert Romero, April Pena and Luiza Roncatto, Alboum Translation Services.

Special thanks to communities throughout the West who contributed their experiences, insight and practices to this process. In particular:

- Aspen/Pitkin County, CO
- Eagle County, CO
- Park City, UT
- Summit County, CO
- Truckee, CA
- Yampa Valley/Steamboat Springs, CO

Photos in this document provided by various partners including:

- Sun Valley Company
- [Travis Amick](#)
- Syringa Mountain School
- Hotel Ketchum
- City of Ketchum
- Agnew::Beck Consulting
- Sun Valley Photo

Supporting Contractors:

- Agnew::Beck
- Elkartu

COMMON TERMS

Affordable housing

By household: Housing is considered affordable to a household if they are paying 30% or less of their income on housing costs (either rent or mortgage).

By housing unit: Any housing unit that has a rent or mortgage that is below market-rate. Often the property will include a government subsidy, either for the capital costs or to assist with the rent. Some affordable housing is naturally occurring.

Examples:

- Northwood Place was developed with tax credits, a public-private partnership that ensures rents low enough to be affordable to low-income households.
- Naturally occurring affordable housing is unsubsidized housing that remains affordable regardless of market rent.

Community housing (deed-restricted housing)

Dwelling units, for sale or rent, restricted typically via deed restriction by size and type for individuals meeting asset, income and minimum occupancy guidelines approved by the governing housing authority and the City of Ketchum. Residential housing that is restricted to being a rental or a for-sale unit to eligible households, based on applicable income and residency requirements.

Seasonal/vacant/short-term housing

- Seasonal: These units are intended by the owner to be occupied during only certain seasons of the year. They are not anyone's usual residence.
- Vacant: A housing unit is vacant if no one is living in it at the time of enumeration unless its occupants are only temporarily absent. Units temporarily occupied at the time of enumeration entirely by people who have a usual residence elsewhere are also classified as vacant.
- Short-term: Any individually or collectively owned single-family house or dwelling unit or any unit or group of units in a condominium, cooperative or timeshare, or resident-occupied residential home that is offered for a fee and for thirty (30) days or less.

Seasonal Worker

A seasonal employee is an employee who is hired into a position for which the customary annual employment is six months or less. The reference to the term "customary" means the seasonal employees normally work around the same time each calendar year, such as during summer months or the holiday season.

Year-round resident

Those persons who are legally domiciled in Blaine County and who, in addition, physically reside in their fixed and permanent homes in Blaine County continuously.

COMMON TERMS continued

Workforce

All adults in the household must meet one of the following criteria:

- An employee of a local business in Blaine County, Idaho (at least 1,000 hours per year or an average of 20 hours per week) during their occupancy
- Pursuing work in Blaine County by:
 - applying for work with local businesses
 - have a job offer from a local business
 - preparing for work by participating in job training, educational programs, or programs that assist people to obtain employment and become economically self-sufficient
- Meet one of the following exemptions:
 - retired person who, immediately preceding retirement, was a full-time employee of an entity located within Blaine County for at least five continuous years and continued living as a full-time resident within Blaine County following their retirement
 - person unable to work or who does not have a work history due to qualifying for disability as defined by the Americans with Disabilities Act (ADA)
 - full-time, informal caregiver if either caregiver or care-recipient lived in Blaine County for at least the five previous continuous years.

Unhoused

I.e. not housed, not having an address or residence. Examples:

- Persons who live in their cars or campers
- Persons who live on others' couches
- Persons who have extremely long commutes (over 45 minutes one way)



HOUSING CONTEXT: OUR STARTING POINT FOR HOUSING ACTION

OVERVIEW

In 2021-2022 the City of Ketchum conducted a housing needs assessment and extensive community outreach to understand the current unmet housing demand as well as projected need in ten years. Housing needs were defined not only by those without housing, but by those in crowded conditions or overpaying for housing. “The Community Need” section of this document is a summary of the key highlights from the 2021/2022 Findings Summary (see Attachment 2 for the full Findings Summary). The housing needs data served as the foundation for building the Housing Action Plan.

Three topline trends from the assessment guided Ketchum’s Housing Action Plan:

1. There is a massive shortage of affordable homes in Ketchum.
2. Ketchum is losing its workforce and some year-round residents because most local people cannot afford to live in Ketchum.
3. Our community agrees that there is a housing crisis and wants action.

Building from this foundation, the City of Ketchum engaged in extensive community outreach and research to develop a coordinated, effective approach. The “Our Approach” section is the bridge between the problem we face today and the solutions we will implement moving forward.

There are six basic tenets of our approach:

1. Housing solutions must be cross-sectional and layered to have real impact.
2. Coordination around a shared vision is imperative.
3. Ketchum’s housing solutions should encourage and be consistent with regional collaboration efforts while also being specific and actionable for Ketchum.
4. Communities must take a hands-on approach to influencing, incentivizing and investing to create a housing market that serves and sustains a year-round, local community.
5. Communication, collaboration and accountability build trust and a more activated, informed, and supportive community.
6. Working to create effective housing solutions is a continual, iterative process.

THE COMMUNITY NEED

1. There is a massive shortage of affordable homes in Ketchum.

The housing needs assesment estimated that the City of Ketchum needs between 660-980 homes in the next 10 years to meet demand. The breakout of how demand was determined is described in the table below. It is expected that this need could be met through a combination of new construction, preserved rentals, and converting existing homes into long-term rentals.

Additionally, for all of Blaine County, (includes Ketchum) approximately 4,700 to 6,400 new, preserved, or converted housing units will be needed over the next 10 years. This projection emphasizes why county-wide collaboration and housing efforts are critical to addressing the housing crisis.

CITY OF KETCHUM PROJECTED 10-YEAR HOUSING NEED

Build new, convert, or stabilize about 660 to 982 homes in the next 10 years.

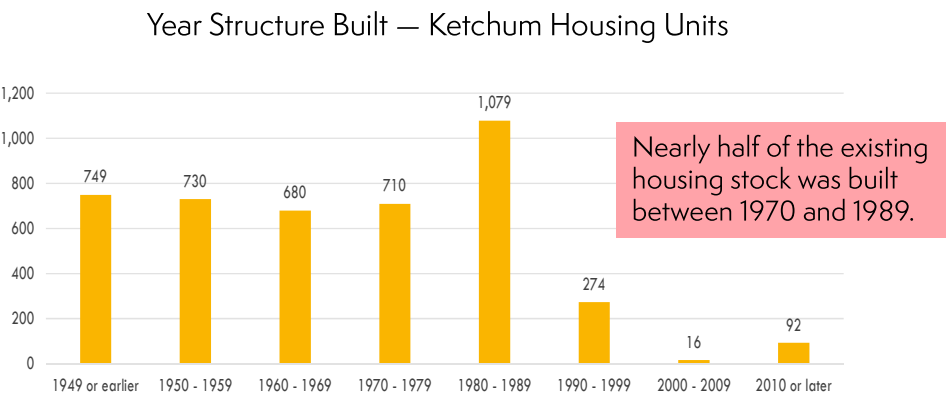
Does not include the 335 “lost” renter households from 2010 to 2019.

	Description		Historic Growth (1% annually)	High Growth (3% annually)
New Households	New households based on 10-year population growth scenarios.		+224	+546
Current Households	Households in need of stabilization or at risk of displacement: <ul style="list-style-type: none">• cost burdened• experiencing homelessness• overcrowded		436	436
ESTIMATED DEMAND	Could be achieved by: <ul style="list-style-type: none">• preserving existing housing• converting units to local-occupied• new construction	Total projected units needed in next 10 years.	660 total	982 total
		Projected units needed per year over next 10 years.	66 annually	98 annually

One trend that greatly contributes to lack of affordability is that residential development in Ketchum and throughout Blaine County has slowed since the 1980’s. This means that with historical population growth and an increase in the seasonal/vacant/short-term rental use of existing housing stock, supply of homes affordable for owner- and renter-occupancy decreased.

CITY OF KETCHUM RESIDENTIAL DEVELOPMENT BY DECADE

Residential development has slowed.



Source: U.S. Census Bureau: American Community Survey 5-Year Estimates (2013-2019), cross-referenced with City of Ketchum building permit data

2. Ketchum is losing its workforce and some year-round residents because most local people cannot afford to live in Ketchum.

Low- and middle-income renters have the greatest unmet housing needs.

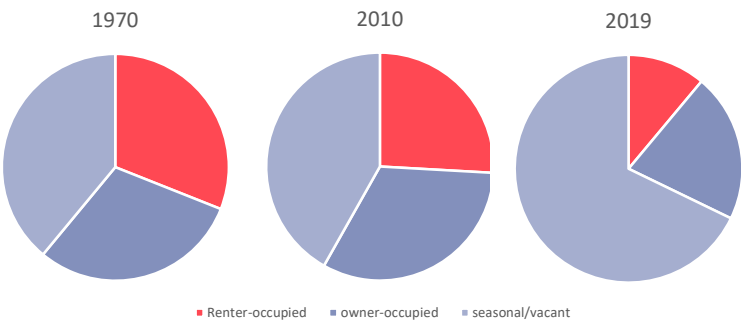
Ketchum’s workforce primarily consists of low- and middle-income households (under \$45,355 per year or \$23 per hour) that our local economy depends on.¹ Sixty percent of local renters live in unaffordable housing, meaning they pay more than 30% of their gross/pre-tax income on housing costs.² Compounding the problem, Ketchum lost 335 long-term rentals between 2010 and 2019.³ This is without accounting for pandemic acceleration when Ketchum’s population grew by 25% compared to historical 1% annual growth.⁴ Low-income renters are the most impacted by the high cost of housing. Many low-income households and individuals are one emergency away from experiencing homelessness. A survey of over 1,100 participants who live or work in Blaine County found that 1% of our population is already experiencing homelessness.⁵

Only upper-income households can really afford the ‘market.’

Given current, high housing for-sale and rental prices in Ketchum, market-rate housing is only affordable for upper-income households. Median (market) Ketchum rent is only affordable to households earning more than \$107,000 annually (\$100,000 for the County).⁶

CITY OF KETCHUM HOUSING MIX
Long-term rentals have decreased.

- The proportion of long-term rentals decreased from 31% in 1970 to 10% in 2019.
- About 335 long-term rental units were “lost” in Ketchum since 2010, with a significant proportion likely converted to seasonal or short-term use.

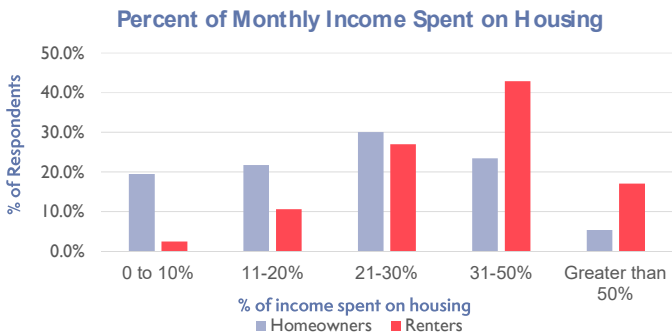


Source: U.S. Census: ACS 5-Year Estimates for 1970, 2010, 2019 data

WHAT WE HEARD HIGHLIGHTS

Housing is not affordable

Both renters and homeowners are paying on housing more than is affordable. Renters report being cost burdened at significantly higher rates than homeowners (60% v. 29%).



Source: Ketchum Matters Community Housing Survey, Nov. 15, 2021-Jan. 3, 2022

1 U.S. Census Bureau, American Community Survey 5-year Estimates, 2019 for Blaine County. Industry by median earnings in the past 12 months for full-time, year-round civilian employed population. Blaine County estimates used to align with federal and state housing programs.
2 Ketchum Housing Matters community survey, Nov. 15, 2021-Jan. 3, 2022
3 U.S. Census: ACS 5-Year Estimates for 2010 and 2019 data
4 U.S. Census Bureau: American Community Survey 5-Year Estimates (2013-2019); Decennial Census Redistricting Data (2020)
5 Ketchum Housing Matters community survey, Nov. 15, 2021-Jan. 3, 2022
6 Blaine County Housing Authority, fiscal year 2019 and 2021. Based on Idaho Mountain Express advertisements.

3. Our community agrees that there is a housing crisis and want action.

Consistent themes throughout interviews, surveys, and open houses are the breadth of housing crisis impacts Valleywide. Below are key themes of what we heard.

The community's identity. Sentiment from a variety of interviewees is the sense that Ketchum is losing its identity as the housing market becomes challenging and people move away. Many respondents felt that the pursuit of accessible community housing represents more than a roof over community members' heads – it's a quest to maintain the "soul" of the community.¹

Access to a stable workforce - which is damaging business vitality. Business viability and access to a stable workforce was a common idea shared when interviewees were asked to identify a "key indicator" for the housing environment.²

"The community is at a tipping point of being something vastly different than it used to be because people are no longer able to live and work here. It's affecting the essence of our mountain town culture and what many value in our community."

– Scott Fortner, Visit Sun Valley

"The cost of housing assistance is dramatically less than having to close because you can't find staff, or having to hire and train new staff. Creating an environment that allows people to live and work here needs to include a private business partnership as well."

- Local non-profit manager

"We have had to cut hours/ reduce days or completely close....The employees that we do have are exhausted."

– Local Business Owner

"This is what we are hearing from our clients: Fear of the unknown, stress of abandoning other people who they might be leaving behind if they move and confusion about what the relocation may look like. It's really hard for them to navigate the system as well."

– Brittany Shipley
of NAMI Wood River Valley

The social, financial, and emotional stability of displaced households and those at risk of displacement. Housing instability is creating financial, social, and emotional challenges for residents across the valley.³ Displacement and housing instability have mental and physical health impacts. In adults it increases the likelihood of depression and suicide and has physical impacts. In children, it disrupts development and immune system responses and increases likelihood of hospitalization.⁴

Especially for those in crisis, stress from housing instability can make it more challenging to navigate nonprofit and social service networks. Respondents indicated that they, or their clients, were often shuffled from one agency to the next in an attempt to access resources. Often these clients would complete a process only to find out that they did not meet the eligibility criteria, which may even specifically screen out some of the most vulnerable community members.⁵

1 Ketchum Housing Matters interviews of over 30 community members. Nov. 15, 2021-Jan. 3, 2022

2 Ketchum Housing Matters interviews of over 30 community members. Nov. 15, 2021-Jan. 3, 2022

3 Ketchum Housing Matters interviews of over 30 community members. Nov. 15, 2021-Jan. 3, 2022

4 Serby, Michael, David Brody, Shetal Amin, and Philip Yanowitch. 2006. "Eviction as a Risk Factor for Suicide." *Psychiatric Services* 57 82P: 273-74. Megan Sandel, Richard Sheward, Stephanie Ettinger de Cuba, Sharon M. Coleman, Deborah A. Frank, Mariana Chilton, Maureen Black, Timothy Heeren, Justin Pasquariello, Patrick Casey, Eduardo Ochoa, Diana Cutts; Unstable Housing and Caregiver and Child Health in Renter Families. *Pediatrics* February 2018; 141 (2): e20172199. 10.1542/peds.2017-2199

5 Ketchum Housing Matters community survey, Nov. 15, 2021-Jan. 3, 2022

OUR APPROACH

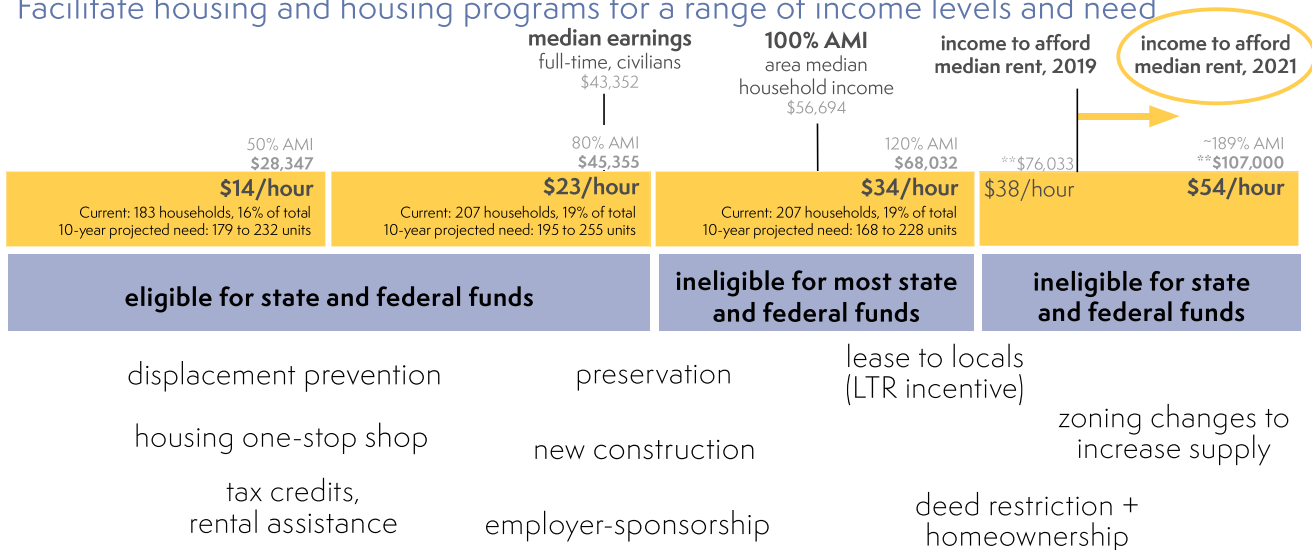
The City of Ketchum developed the Housing Action Plan based on relevant housing needs data, community input and guidance from a Task Force comprised of a cross-section of community members. The Housing Action Plan is also built on the understanding that no single organization or jurisdiction can solve the housing challenge. The Action Plan is also built on the belief that solving community housing issues requires a multifaceted approach. No single solution offers the silver bullet to solve all the housing issues and there is simply no way to build, re-zone or buy our way out of the problem. Foundational to the Housing Action Plan is the tenant that through innovation, coordination and tenacity, we can together, strengthen our community by securing homes for our families and workforce.

The main tenets of Ketchum’s approach to housing action are outlined below.

1. Housing is influenced by many economic, population, social, land use and other factors; so housing solutions must be cross-sectional and layered to have real impact.

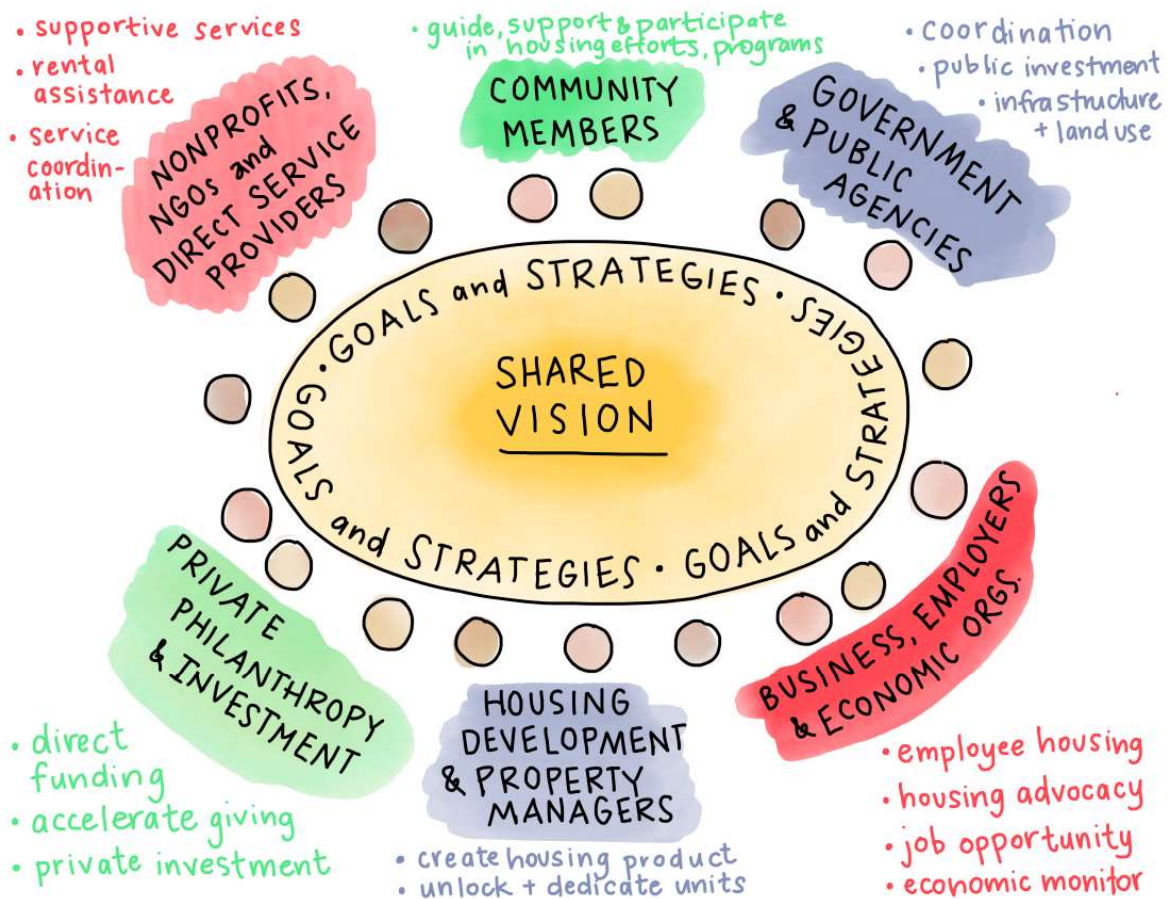
Working on one thing at a time is not as effective as combining and overlapping strategies and actions. Likewise, working within a “housing silo” is not as impactful as bringing an array of both traditional and non-traditional partners to the table and inviting more people and organizations to work together and contribute to housing solutions. Most importantly, there are many different types of people within our community who are seeking different types of housing at different price points – no single program, policy or project can match up with all types of housing demand desired in our community.

Facilitate housing and housing programs for a range of income levels and need



KETCHUM'S HOUSING APPROACH

2. Coordination around a shared vision is imperative. One-off projects, one-time funding or short-term programs can help address a critical need or test an innovation. For achieving both short- and long-term impacts, community members and organizations must overcome “housing noise” and agree to focus in and work together. There should also be mechanisms such as dedicated, reoccurring funding that will enable a sustained commitment to implementing the vision.

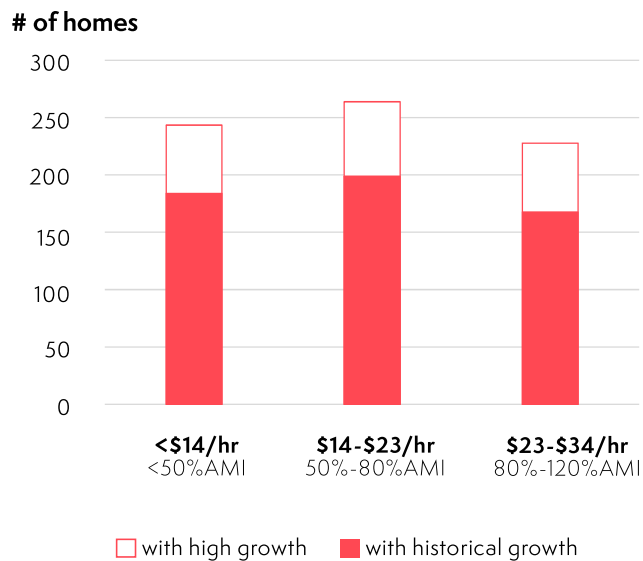


3. Think regionally – act locally. People, jobs and housing move and interact fluidly throughout a region and therefore, housing issues are best addressed and housing solutions are best implemented within that regional context. Our housing crisis does not exist in isolation, nor do solutions to the crisis; housing action in Ketchum relies on many partners to succeed and housing dynamics in Ketchum affects many other areas of the Valley. As such, the City of Ketchum works with a range of implementation partners to execute the Housing Action Plan from service providers to developers and from local governments and employers to philanthropic organizations, many of whom are working across Blaine County and beyond. **Ketchum’s housing solutions should encourage and be consistent with regional collaboration efforts while also being specific and actionable for Ketchum.** We believe Ketchum’s housing actions can have positive, regional impacts while also directly serving people living and working in Ketchum.

4. A healthy, vibrant community relies on local housing for a range of income levels. In a resort community like Ketchum, it is very challenging for the market to naturally supply housing for a wide range of incomes. This is due to supply-demand influences such as seasonal resident and visitor demand, extremely high-income residents or other factors like an abundance of public lands and protected areas that limit the amount of accessible, developable land. **Communities must take a hands-on approach to influencing, incentivizing and investing to create a housing market that serves and sustains a year-round, local community.**

WE NEED HOUSING AT EVERY INCOME LEVEL

Projected new, converted, or preserved homes needed in 10 years, by income level



5. Communication, collaboration and accountability build trust and a more activated, informed, and supportive community. The City of Ketchum, as the driver of this Housing Action Plan, acknowledges the importance of truly partnering with community members to engage, learn and act together. A framework for ongoing community engagement and partner collaboration is a central piece of this plan and at the heart of our ability to succeed. In addition, agreement on – and use of – common data that is updated regularly clarifies communication. Most of all, we must remember that this effort is about people and community, and creating opportunities for both to thrive. At the core of all the system, policy, engagement and project work outlined here is the motivation to support our livelihoods, our community amenities and services, and the connectedness of our community by supporting the people who are essential to it.

6. Working to create effective housing solutions is a continual, iterative process.

The cycle of learning, planning, acting, evaluating, re-calibrating and continuing the work never ends, nor should it. The Ketchum Housing Action Plan sets up a vision, an intention and a potential way of working together over the next decade to truly turn the curve on housing, for the betterment of our community. That said, we acknowledge and assume that – if we do our work correctly – there will and should be adjustments to this plan and changes in our priorities and collective action, over time. For this reason, our approach includes:

- Frequent checkpoints to reassess our progress and fold in new partners and new ideas.
- 10-year targets to allow us to measure our progress, and adapt our methods, as needed.
- A commitment to regularly update our housing needs assessment to keep on top of changing dynamics.

OUR PROCESS

Beginning in the fall of 2021 and continuing into the late spring of 2022, the City of Ketchum executed an iterative process to learn, listen and create the Housing Action Plan. Once adopted, the outreach and engagement process will continue as plan progress is reported and the annual action plan is regularly updated.

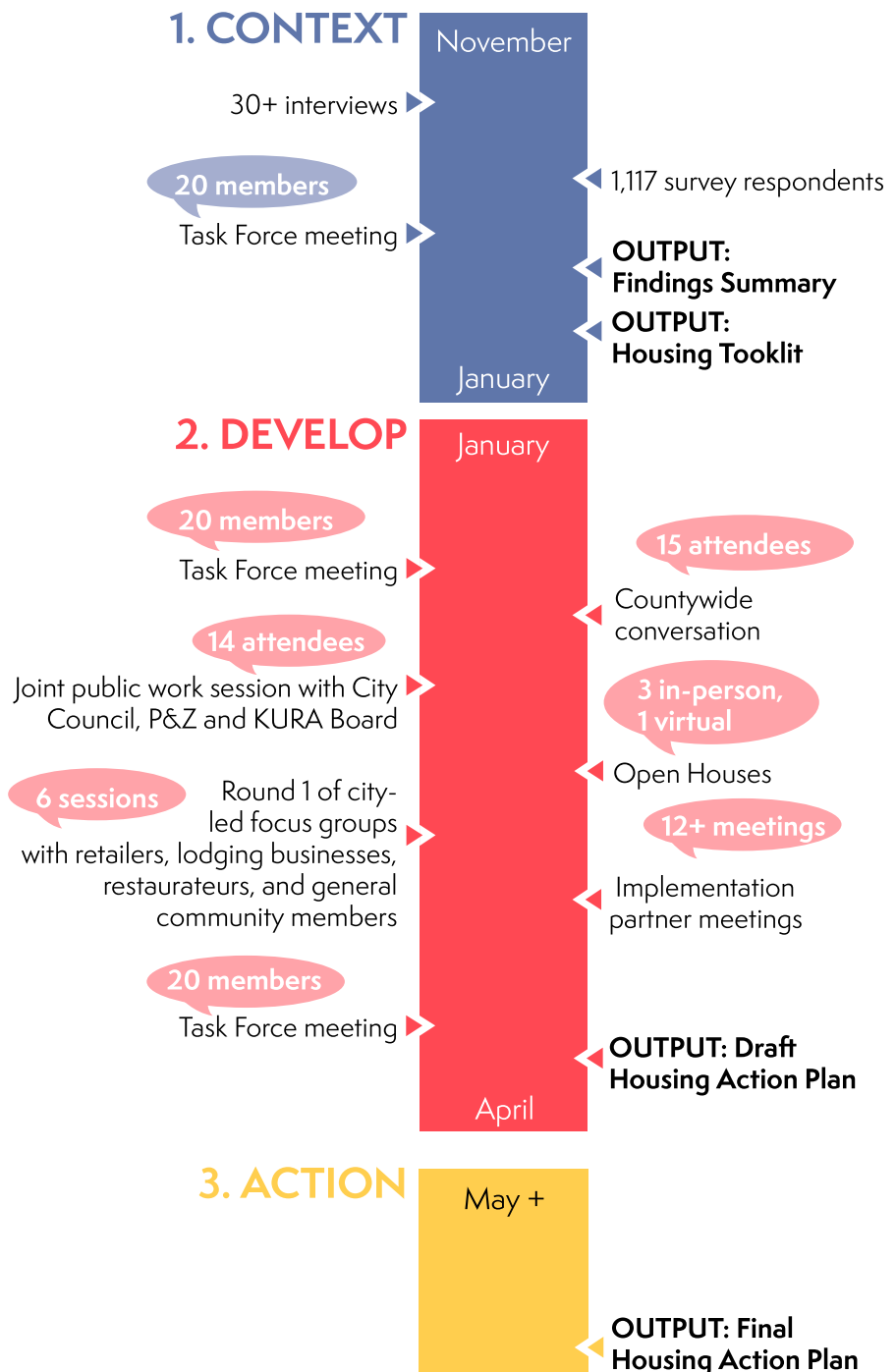
Step 1: Understanding the Context

Needs & Preferences: To kick-off the Action Plan process, the needs and preferences were collected in the community as follows:

- Data analysis of existing and future unmet housing needs
- Community survey with 1,117 responses
- Interviews of over 30 community members
- Review of historical housing needs analyses and related local analyses.

Best Practices: In tandem, the City developed a Housing Toolkit from a list of over 280 ideas. This initial long list is comprised of input from:

- Survey and community interview responses
- 6 interviews of housing directors in comparable communities
- Feedback from Ketchum City Council, Ketchum Urban Renewal Agency and Planning and Zoning Commission
- Research on comparable resort communities and housing policy best practice



Step 2: Develop the Plan

The development of the draft Housing Action Plan was based on needs data, best practice research, community input and feedback from partners. The Ketchum Housing Task Force, an advisory group of 20 community members that represent diverse industries and perspectives, then reviewed the Plan. In addition, plan elements were discussed and guided by the Ketchum Urban Renewal Agency (KURA) and Ketchum Planning and Zoning Commission. Public feedback on the draft Plan included open houses, a focus group, digital feedback, and public comment.

Step 3: Take Housing Action (with on-going feedback and guidance)

The culmination of the work in Steps 1 and 2 is Ketchum's Housing Action Plan, intended to be delivered to City Council on May 9, 2022 for final review and approval for adoption as the official, guiding document for housing action.



HOW WE WILL USE THIS PLAN

Clarification of Roles — The Action Plan outlines City actions and celebrates the work of partners.

This plan outlines the vision, goals and actions Ketchum is committed to in order to address our housing need. We have created a framework that will serve as a guiding “north star” for the next decade to create practical, positive, lasting change in Ketchum. All actions in the Plan are ones that Ketchum is committed to initiating or participating in, and many are ones the City can complete on its own. Additionally, the Plan includes actions that Ketchum is committed to exploring, which may then be led or carried out by other partners. Committed and potential partners are identified in the Priority Actions section within each goal area. The intent is that the plan serves as a tool to highlight and support partners’ work, propose or clarify roles, and align opportunities for collaboration.

Ketchum staff acknowledges and hopes that Ketchum’s housing actions can have positive, regional impacts and are excited by continued prospects to collaborate more closely on housing action with other jurisdictions and local and regional entities. The Housing Action Plan is a community plan, building from and recognizing the outstanding work already underway by various partners in Blaine County and beyond. Ketchum’s intent is to bolster and contribute to regional efforts while simultaneously moving Ketchum in the direction we need to go.

The Housing Action Plan is structured for ease of use.

The Housing Action Plan's goals and their supporting strategies address the identified needs informed by research on best practices and community input. During this process, approximately 280 actions were analyzed and consolidated down to those that support the five goals. From remaining actions, priority actions were identified: Priority actions have the greatest immediate impact and are currently in progress or can feasibly be initiated within one year of Housing Action Plan adoption. The medium- and long-term actions previously identified have been captured in the Housing Toolkit and will be cycled into the Housing Action Plan during annual action plan updates.

Each plan component is distinct, yet related:

- **Vision:** a concise, powerful statement about the collective state we are working to achieve and sustain over the next decade
- **Principles:** value-based statements that we intend to organize around while ensuring consistency
- **Goals:** the outcome or result we want to achieve in key areas
- **Strategies:** methods or approaches we will take to achieve the goal
- **Priority Actions:** measurable, specific activities designed to meet the goal

In addition to these plan elements, the City is developing an implementable Housing Action Work Plan that contains “SMART” tactics. This Work Plan will be completed after the Housing Action Plan is adopted and Year 1 priorities are confirmed. An example implementation Work Plan template is included in the Attachments section of this document.

SMART(ER) Actions

- **S**pecific (simple, sensible, significant)
- **M**easurable (meaningful, motivating)
- **A**chievable (agreed, attainable)
- **R**elevant (reasonable, realistic and resourced, results-based)
- **T**ime bound (time based, time limited, time/cost limited, timely, time sensitive)

Ketchum is committed to establishing a “SMARTER” Work Plan, which includes actions and tactics that will be **E**valuated and **R**eviewed.

Annual iteration of the Housing Action Plan ensures accountability.

Implementation of the Housing Actual Plan will require regular check-ins with City departments and City Council. Progress on current and proposed priority actions will be presented bi-annually to the City Council. The Housing Action Plan will be updated annually with public feedback and Council re-approval. Quarterly coordination meetings with implementation partners are a mechanism for reporting progress, sharing learnings, and identifying tension and symbiosis between different entities. Progress will be shared with the public through a regular report/newsletter. These accountability checks and Plan reiteration allows the Plan and actions to adjust to changing or new circumstances and learnings.

Ketchum Project Management, Reporting and Accountability Structure		
WHO	PURPOSE	FREQUENCY
Ketchum Mayor and Council	<ul style="list-style-type: none"> Review and approve updated implementation plan and provide overall strategic direction Review and approve housing-related spending through annual budget process 	<ul style="list-style-type: none"> Bi-annual meetings to approve updated implementation (May, Dec) Optional: conduct as part of Joint Work Sessions with Planning & Zoning and KURA Board
City Departments Planning, Administration, Communications, Public Works, etc.	<ul style="list-style-type: none"> Directing and working with housing staff on specific housing actions 	<ul style="list-style-type: none"> Weekly meetings with relevant departments Quarterly joint meetings with all City Administrators and Planning Directors (approx. Feb, Apr, Aug, Nov)
Implementation Partners Local nonprofits, housing developers, employers, public agencies, etc.	<ul style="list-style-type: none"> Coordinate and facilitate efforts beyond the City of Ketchum Opportunity to review progress toward shared goals, lessons learned and education Project management 	<ul style="list-style-type: none"> Meet quarterly (approx. Feb, Apr, Aug, Nov)
Community/Public	<ul style="list-style-type: none"> Educate, inform Receive feedback 	<ul style="list-style-type: none"> Quarterly reports/newsletter (approx. Mar, May, Sep, Dec) Open Council meetings Annual public input



HOUSING ACTION PLAN

This plan outlines the vision, goals and actions Ketchum is committed to in order to address our housing need. The framework will serve as a guiding “north star” for the next decade to create practical, positive, lasting change in Ketchum.

VISION

Increase access, create, and preserve homes for residents at a range of income levels and life stages to maintain a thriving local community.

GUIDING PRINCIPLES

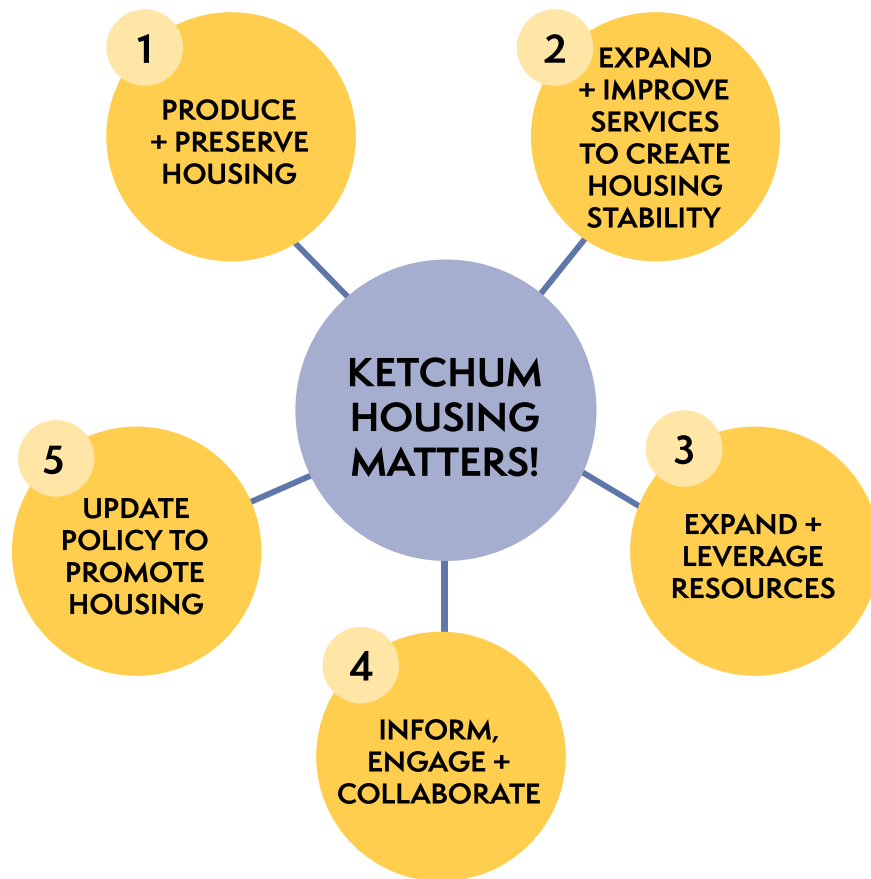
Support a collaborative, coordinated strategy to:

- Ensure every person has a safe, healthy home.
- Ensure housing is affordable to our local workforce.
- Sustain an inclusive, year-round community.

KEY 10-YEAR TARGETS

- Secure a minimum of 650 housing units in Ketchum over the next 10 years for local, workforce housing (*build new, unlock existing housing, convert existing to more affordable cost, pre-serve existing in perpetuity*).
- Ensure that at least 60% of Ketchum’s housing stock is owner- or long-term renter-occupied.
- Ensure that 40% of Ketchum’s workforce can live in Ketchum.
- Prevent displacement and assist 100 households annually who are cost-burdened, unstably housed or unhoused with supportive services.
- Secure a minimum \$60M in direct, local investments for housing actions for Ketchum in the next 10 years, to leverage up to 5x that amount in investments (*includes 20% of City funds allocated to projects outside of Ketchum*).
- Allocate 20% of City housing funds for significant county-wide actions.
- Annually increase the number of named partners who have actively contributed to implementing housing solutions identified in this plan.
- Through a bi-annual survey, achieve a minimum of 51% satisfaction/public approval of housing action, coordination and results.

FIVE GOALS TO DRIVE ACTION



GOAL 1: PRODUCE + PRESERVE HOUSING

Act to create and preserve housing affordable for our local workforce and community housing. Maintain a healthy balance of short-term / visitor lodging and resident-occupied housing.

GOAL 2: EXPAND + IMPROVE SERVICES TO CREATE HOUSING STABILITY

Address immediate needs of unhoused and people at-risk of displacement in our community. Integrate, improve and expand supportive services, rapid rehousing and prevent future displacement throughout the region.

GOAL 3: EXPAND + LEVERAGE RESOURCES

Increase resources to support Action Plan Goals, including funding from a range of public and private sources.

GOAL 4: INFORM, ENGAGE + COLLABORATE

Invest in building local capacity to make informed decisions about and execute on housing action. Support regional partnerships and on-going communications to increase coordination and housing impacts.

GOAL 5: UPDATE POLICY TO PROMOTE HOUSING

Build a regulatory and policy environment that strongly encourages housing development with an emphasis on community and workforce housing and which is consistent with other community goals.

ANNUAL ACTION PLAN

GOAL 1: PRODUCE + PRESERVE HOUSING

Act to create and preserve housing affordable for our local workforce and community housing. Maintain a healthy balance of short-term/visitor lodging and resident-occupied housing.

Key Targets:

- Secure a minimum of 650 housing units in Ketchum over the next 10 years for local, workforce housing (*build new, unlock existing housing, convert existing to more affordable cost, preserve existing in perpetuity*).
- Ensure that at least 60% of Ketchum's housing stock is owner- or long-term renter-occupied.
- Ensure that 40% of Ketchum's workforce can live in Ketchum.

Strategy 1: Maintain pipeline of new housing construction projects that contribute to meeting community housing targets.

Strategy 2: Rehabilitate and preserve existing affordable housing (both naturally occurring and deed restricted).

Strategy 3: Manage and expand inventory of deed-restricted homes (owner-occupied and rentals).

Strategy 4: Support local employee-based housing initiatives that create long-term and seasonal housing to meet demand.



Priority Actions that support Goal 1

YEAR 1 PRIORITIES	POTENTIAL PARTNERS
1. Continue to support Bluebird Village development.	KCDC, KURA, City of Ketchum
2. Develop new housing construction pipeline: <ul style="list-style-type: none"> • Create a 10-year pipeline. • Support development of workforce housing at KURA's 1st and Washington site. • Initiate joint master plan housing development opportunities on city parcels near the YMCA (in keeping with the parking agreement) and city-owned Leadville parcel. • Identify potential parcels for acquisition for housing development and identify needed infrastructure and funding to support. <i>Also supports Goal 3.</i> • Continue to dialogue with significant property owners. 	City of Ketchum, KURA, KCDC, ARCH, YMCA
3. Identify and prioritize sites for preservation: <ul style="list-style-type: none"> • Conduct inventory of existing deed restricted, affordable and other naturally occurring (i.e., affordable, unsubsidized) affordable/workforce housing. <i>Also supports Goal 3.</i> • Identify priority sites for preservation, such as those at-risk of sale or rent increase 	Blaine County Housing Authority (BCHA), City of Ketchum, other partners as identified
4. Preserve and improve affordable housing at Lift Tower Lodge. <i>Also supports Goal 2</i>	Blaine County Housing Authority (BCHA), City of Ketchum, ARCH
5. Increase the number of occupied accessory dwelling units (ADUs): Develop education, incentive or policy improvements to encourage development and use of ADUs for local housing.	Sun Valley Board of Realtors, Ketchum Affordable Housing Coalition
6. Pathway to ownership: Identify deed restriction and down payment assistance feasibility and program options that can be used within a variety of local housing projects as a pathway to ownership.	ARCH, Landing Locals
7. Incentivize long-term rentals: Implement "Lease to Locals" Workforce Rental program.	City of Ketchum, Landing Locals, Goldwhip Girls, Sun Valley Board of Realtors, local property managers

GOAL 2: EXPAND + IMPROVE SERVICES TO CREATE HOUSING STABILITY

Address immediate needs of unhoused and people at risk of displacement in our community. Integrate, improve and expand supportive services, rapid rehousing and prevent future displacement throughout the region.

Key Target:

- Prevent displacement and assist 100 households annually assist 100 households annually who are cost-burdened, unstably housed or unhoused with supportive services.

Strategy 1: Support a community education campaign to build awareness about the range of existing and changing housing conditions and projected needs.

Strategy 2: Accelerate coordination of services and resources among housing and human services partners with the goal of creating a more trauma-informed, person-centered approach to service delivery and housing.

Strategy 3: Create a range of emergency and supportive housing options to meet demand.

Strategy 4: Expand eviction prevention services. (legal services, emergency rental assistance, etc.)



Priority Actions that support Goal 2

YEAR 1 PRIORITIES	POTENTIAL PARTNERS
1. Provide displacement support: <ul style="list-style-type: none"> • Work with partners to find housing solutions, including a planned relocation strategy for approximately 15 families being displaced by redevelopment of McHanville neighborhood in Ketchum's area of impact. • Develop relocation and displacement policies to minimize displacement and its affects. <i>Also supports Goal 5.</i> 	Blaine County Charitable Fund, Crisis Hotline Blaine County Housing Authority, Blaine County, St. Luke's
2. Expand residential capacity of Lift Tower Lodge.	Blaine County Housing Authority, City of Ketchum, Blaine County
3. Define key terminology, specifically supportive services, trauma-informed, and social determinants of health.	Blaine County Housing Authority, Interagency Working Group, local service providers and jurisdictions
4. Prioritize supportive services for coordination. Identify and seek commitment from key implementation partners.	Blaine County Housing Authority, Interagency Working Group, local service providers and jurisdictions
5. Convene local housing and service provider group to explore a redesign of service delivery to be a more streamlined one-stop shop: <ul style="list-style-type: none"> • Establish a "coordinated entry" approach to supportive services delivery, referrals, and follow-up. Work with service providers to update and refer people to the findhelpidaho.org. • Understand existing service capacity and gaps, including legal services, emergency and short-term rental assistance. • Collaborate with existing organizations for rapidly rehousing those who are, or are soon-to-be, unhoused. • Ongoing convening and coordination of coalition of local providers. • Facilitate housing-specific education of group. Assess other identified, related knowledge gaps, if any. 	Blaine County Housing Authority, Interagency Working Group, local service providers and jurisdictions including The Hunger Coalition, BCCF, The Advocates, Herbert Romero, The Alliance, Men's Second Chance Living, YMCA, St. Luke's Center for Community Health, South Central Public Health District, Jesse Tree, Terry Riley, South Central Community Action Partnership, Idaho Health and Welfare, Legal Aid, The Salvation Army, Senior Connection
6. Identify and support policy changes that increase access to housing.	Blaine County Housing Authority, Interagency Working Group, local service providers and jurisdictions
7. Coordinate funding sources. <i>Also supports Goal 3.</i>	Interagency Working Group
8. Identify and support physical housing options for unhoused and at-risk households: <ul style="list-style-type: none"> • Conduct inventory of existing potential housing/sites for permanent supportive housing and/or emergency shelter/temporary crisis housing. Assess location and specifics with service providers. <i>Also supports Goal 1.</i> • "Build or buy" strategy for dedicated supportive housing units. <i>Also supports Goal 1.</i> 	City of Ketchum, Blaine County Housing Authority

GOAL 3: EXPAND + LEVERAGE RESOURCES

Increase resources to support Action Plan Goals from a range of public and private sources.

Key Targets:

- Secure a minimum \$60M in direct, local investments for housing actions for Ketchum in the next 10 years, to leverage up to 5x that amount in investments (*includes 20% of City funds allocated to projects outside of Ketchum*).
- Allocate 20% of City housing funds for significant county-wide actions.

Strategy 1: Seek, secure, and provide ongoing funding to sustain City of Ketchum housing initiatives and actions.

Strategy 2: Seek, secure and provide one-time and project-specific funds, such as public/private grants, private donations, employer participation, and alternative funding models to contribute to and sustain community housing efforts.

Strategy 3: Leverage public- and partner-owned land and buildings for potential housing developments.

Strategy 4: Create and promote a development incentive package to reduce costs for projects serving community needs.

Priority Actions that support Goal 3

YEAR 1 PRIORITIES	POTENTIAL PARTNERS
1. Create criteria for allocation of city funds, including alignment with the Vision, Principles and Goals identified in this Plan, other City plans, and apportionment based on projected need by area median income. See Appendix for example from Truckee.	City of Ketchum, implementation partners
2. Meet with current and potential public and private funding partners to set up a process to regularly review funding priorities and opportunities to support the Action Plan (<i>minimum quarterly</i>). Also supports Goal 4.	City of Ketchum and Implementation/ Funding Partners (Spur Community Foundation, Wood River Community Housing Trust, Idaho Community Foundation)
3. Secure local funding for housing through adjustments to Ketchum's local option tax (LOT).	Committee for LOT for Housing
4. Support/secure state/federal funding for housing. Key sources include: <ul style="list-style-type: none"> • State of Idaho Housing Trust Fund for housing development gap financing • City ARPA strategic initiatives account • Blaine County ARPA funds • Idaho Housing and Finance Association (IHFA) Low-Income Housing Tax Credit (LIHTC) and related financing programs • Increase/expand funding for short-term/emergency rental assistance and other Goal 1 and Goal 2 area programs 	Blaine County, Idaho Housing Finance Association
5. Coordinate cross-organization philanthropic efforts and strategies for an effective philanthropy model. Explore, document, and pursue philanthropic funding for specific housing solutions.	Spur Community Foundation, St. Luke's Foundation, Wood River Community Housing Trust
6. Meet with large and small local employers, including non-profits and direct service providers, to discuss specific employer-sponsored housing options.	Local employers
7. Explore opportunities to fund "barrier removal" programs to assist people getting into housing. For example: <ul style="list-style-type: none"> • Fundraising for down payment assistance programs • Fundraising for "Jump Start" housing security flex fund • Relocation/retention assistance program 	City of Ketchum
8. Conduct land and properties inventory and analysis of development potential for both public and private parcels/facilities in Ketchum with potential for housing development, rehabilitation, land trades or purchases, etc. Also supports Goal 1.	City of Ketchum, Wood River Land Trust, Mountain Rides, and public/private partners

GOAL 4: INFORM, ENGAGE + COLLABORATE

Invest in building local capacity and regional partnerships to make informed decisions about, and execute on, housing action. Support ongoing communications to increase coordination and effectiveness, targeting the public, other jurisdictions and implementation partners.

Key Targets:

- Allocate 20% of City housing funds for significant county-wide actions.
- Annually increase the number of named partners who have actively contributed to implementing housing solutions identified in this plan.
- Through a bi-annual survey, achieve a minimum of 51% satisfaction/public approval of housing action, coordination and results.

Strategy 1: Create and implement a Ketchum Community Housing Action Plan to define goals, inform resource allocation and track progress.

Strategy 2: Monitor and share economic development data and employment projections and use to inform housing demand analyses and proposed housing solutions.

Strategy 3: Support an on-going communications strategy for housing to continually engage and educate the community on critical housing topics.

Strategy 4: Work with regional partners to improve countywide coordination and collective impacts for housing.

Priority Actions that support Goal 4

YEAR 1 PRIORITIES	POTENTIAL PARTNERS
1. Finalize Ketchum Community Housing Action Plan and Needs Assessment.	City of Ketchum
2. Provide a six-month Progress Report.	City of Ketchum, implementation partners
3. Update Ketchum Housing Action Plan annually, with community input and Council approval.	City of Ketchum, implementation partners
4. Create accountability and guarantee transparency with the public and partners in housing funding decisions and resource allocations at City Council and other public meetings and through annual budgeting process.	City of Ketchum
5. Launch coordination process with Action Plan implementation partners (i.e., quarterly meetings to track process, web-based tracking tool).	City of Ketchum, implementation partners
6. Create and implement strategic communication plan for housing to support partner work: <ul style="list-style-type: none"> • Develop community education materials to build understanding of continuum of local housing needs and intersection of housing and other areas. Also supports Goal 2. • Develop shared messaging materials for use among housing partners. • Initiate speaker series, trainings, working group or other methods for identifying and sharing information about existing programs and innovative housing models to develop local initiatives. • Initiate a community call to action to describe how community members can affect change (i.e., give funds, pledge support, provide public comment, other methods of community action). 	Wood River Land Trust, St. Luke's, Sun Valley Institute, the Hunger Coalition, City of Ketchum, Blaine County Housing Authority or Regional Housing Coalition, Spur Community Foundation
7. Determine baseline and change in perception on housing efforts and effectiveness: <ul style="list-style-type: none"> • Create a baseline poll to partner organizations to distribute to service recipients/participants. • Annually re-poll recipients/participants to determine change. 	Implementation partners of Goal 2
8. Participate in and support launch of a countywide housing coordination effort. Explore intersection with cross-sectional efforts, such as smart growth and regional sustainability planning.	Blaine County, Blaine County Housing Authority, Participating members TBD
9. Maintain internal capacity to staff key housing actions, initiatives, and community engagement.	City of Ketchum
10. Identify state-level housing policy changes and work with the resort community coalition's policy advocate.	City of Ketchum

GOAL 5: UPDATE POLICY TO PROMOTE HOUSING

Build a regulatory and policy environment that increases housing supply with an emphasis on workforce and community housing development while remaining consistent with other community goals.

Key Target: ■ Supports all targets.

Strategy 1: Annually evaluate effectiveness of Ketchum’s policies and processes in promoting community housing development and update, as needed.

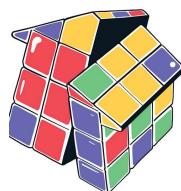
Strategy 2: Align City policies to support implementation of housing with other community priorities to maximize community benefit.

Strategy 3: Identify and implement methods to effectively balance safe, attractive seasonal and short-term housing with long-term rentals, community housing and viable, livable neighborhoods.

Priority Actions that support Goal 5	
YEAR 1 PRIORITIES	POTENTIAL PARTNERS
1. Conduct an audit of existing code in relation to Action Plan goals.	City of Ketchum
2. Enact interim ordinance while permanent regulations are developed to increase the production of housing: <ul style="list-style-type: none"> • Minimum residential densities required for certain zone districts depending on project type • Limit lot consolidation to low-density zones • No net loss of units 	City of Ketchum
3. Develop code change work plan to spur increased general and community housing supply.	City of Ketchum
4. Explore priority processing and other incentives for projects that serve the Housing Action Plan.	City of Ketchum
5. Establish annual accountability metrics for application, permit, etc. processing related to housing development and measure progress toward housing goals.	City of Ketchum
6. Meet regularly with other City departments and public agencies, development community and key constituencies to obtain feedback for process improvements.	City of Ketchum
7. Propose ordinances to address income non-discrimination and tenant displacement ordinance to help identify and support tenants at risk of displacement. <i>Also supports Goal 2.</i>	City of Ketchum
8. Clarify Fair Housing and Affirmatively Furthering Fair Housing requirements to counteract negative impacts on protected classes. Analyze additions to federal law. <i>Also supports Goal 2.</i>	City of Ketchum
9. Create a separate business license to collect accurate information on short-term rentals and issue regular reports.	City of Ketchum
10. Explore methods to verify health and safety standards in short-term rentals.	City of Ketchum



ATTACHMENTS



Definition of Housing Terms

Term	Definition
Accessory Dwelling Unit (ADU)	An accessory dwelling unit (ADU) is a smaller, independent residential dwelling unit located on the same lot as a stand-alone (i.e., detached) single-family home.
Affordable Housing	<p>By household: Housing is considered affordable to a household if they are paying 30% or less of their income to housing costs (either rent or mortgage).</p> <p>By housing unit: Any housing unit that has a rent or mortgage that is below market-rate. Often the property will include a government subsidy, either for the capital costs or to assist with the rent. Some affordable housing is naturally occurring.</p>
Area Median Income (AMI)	The income that the median household makes, meaning that 50% of households of the same size earn less than the median household and 50% of households earn more than the median household. The median income changes based on household size.
Community Housing	Community Housing is residential housing that is restricted (through a deed restriction) to being as a rental unit or as a unit for sale to eligible persons and households, based on applicable income and residency requirements.
Cost-Burdened Household	Any household who is paying more than 30% of their income for housing costs.
Dedicated Units	Housing units committed for a specific purpose such as having affordable rent, serving a particular population, as allowed within the Fair Housing Act. Dedicated units can be created or preserved as part of an entire housing development or can be individual units within multiple developments throughout the community. Dedicated units can be fixed, as in they are a specific unit, or they can be floating which means the designation can be interchanged for other units within a development or portfolio.
Emergency and Transitional Housing	A type of affordable housing that is primarily targeted to households experiencing homelessness. Emergency housing provide short-term housing and meet immediate needs for persons during or after an economic or domestic crisis. Transitional housing, with related services, is typically 6 to 24 months and aims to permanently house people.
Eviction Prevention	Eviction prevention programs may provide triage, counsel (including legal counsel), case management and financial assistance to help renters facing eviction stay in their homes. These programs are generally designed for families who are being evicted due to nonpayment of rent during or following an unforeseen crisis, such as job loss or serious illness, rather than those who face more persistent affordability challenges.

Gap Financing	The amount of financing needed to fully fund the development of a housing project after the primary sources have been identified and secured.
Housing Bridge	A concept to explain the range of housing that is achievable, local housing for people at every income level within a community.
Housing First	Housing First is a homeless assistance approach that prioritizes providing permanent housing to people experiencing homelessness, thus ending their homelessness and serving as a platform from which they can pursue personal goals and improve their quality of life. This approach is guided by the belief that people need basic necessities like food and a place to live before attending to anything less critical, such as getting a job, budgeting properly, or attending to substance use issues. Additionally, Housing First is based on the theory that client choice is valuable in housing selection and supportive service participation, and that exercising that choice is likely to make a client more successful in remaining housed and improving their life.
Locals Housing	Locals Housing is provided for households that currently live in the area. The definition can specify that households must have lived in the area for over a certain number of years, and who were displaced from the area. Fair Housing Act: The boundary of the area must be large enough to ensure that protected classes (such as race/ethnicity) have proportionate access to the housing.
Low-Income Housing	Housing that is affordable for households earning under 80% AMI. It is eligible for state and federal subsidies - with rent restrictions.
Market Rate Housing	Any housing that has a rent or mortgage near the average rent and price for similar housing type and quality in the area, meaning what some people – the “market” – are willing and able to pay. There are no rent or sale restrictions on the property and often no government subsidies.
Middle-Income Housing (“missing middle”)	Housing targeted for households earning between 80% and 120% AMI. These households are not eligible for most state and federal subsidies and the market tends to build and price for households earning above 120% AMI, which is why it is referred to as the “missing middle.” Disambiguation: “Missing middle” may also refer to residential building typology that bridges densities between single family and 20+ units of multi-family (e.g., apartment buildings). Missing middle housing may include duplex, 4-plex, 8-plex as well as condos, townhomes, artist lofts, cottages, etc. with number of units ranging from 2 to 20+ within a structure or development.
Mixed-Income Housing	Mixed-income housing is an alternative to traditional subsidized-housing initiatives for low-income Americans. Mixed-income housing communities are developments that comprise differing levels of affordability, with some units at market rate and others available to low-income households at below-market rates.

Short-Term Rental (STR)	A short-term rental is a furnished living space available for short periods of time, typically from a single night up to a month. Short-term rentals are often considered alternatives to a hotel. Rentals available for longer periods may more commonly referred to as vacation or seasonal rentals (1-6 months), month-to-month rentals (for 1-6 months) or long-term rentals (6+ months).
Supportive Housing	Supportive housing is a housing strategy that combines affordable housing with intensive coordinated and tailored human services to help ensure residents can maintain stable housing and receive appropriate health care. This strategy has been proven highly effective with people experiencing chronic homelessness and those with co-occurring issues. Supportive services may include, for example, behavioral health services, employment and education supports, or food security services.
Workforce Housing	<p>A type of housing targeted for those earning up to 120% of the area median income.</p> <p>Disambiguation: “Workforce housing” can be used to describe any housing priced for households at 120% AMI and below. It is sometimes misused to signify housing priced for households at 80% to 120% AMI only and contrasted with “affordable housing.” Affordable housing is a price that can be determined at all levels of AMI and is specific to a household, based on income. “Workforce housing” is somewhat of a misnomer as households within every AMI breakdown contain workers and non-workers, alike.</p> <p>Fair Housing Act: Workforce Housing does not need to include a “worker,” but rather refers to a typical salary range for lower-income workers. A requirement that households qualifying for this type of housing include a “worker” would violate protections for people experiencing disabilities, older adults, and in-home caregivers under the Fair Housing Act.</p>

HOUSING ACTION PLAN

FINDINGS SUMMARY

Ketchum is developing a Housing Action Plan!
Thanks for learning alongside us.

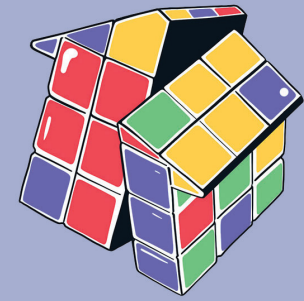


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2. What is the problem?
3. What is our community saying?
4. Who needs housing in Ketchum?

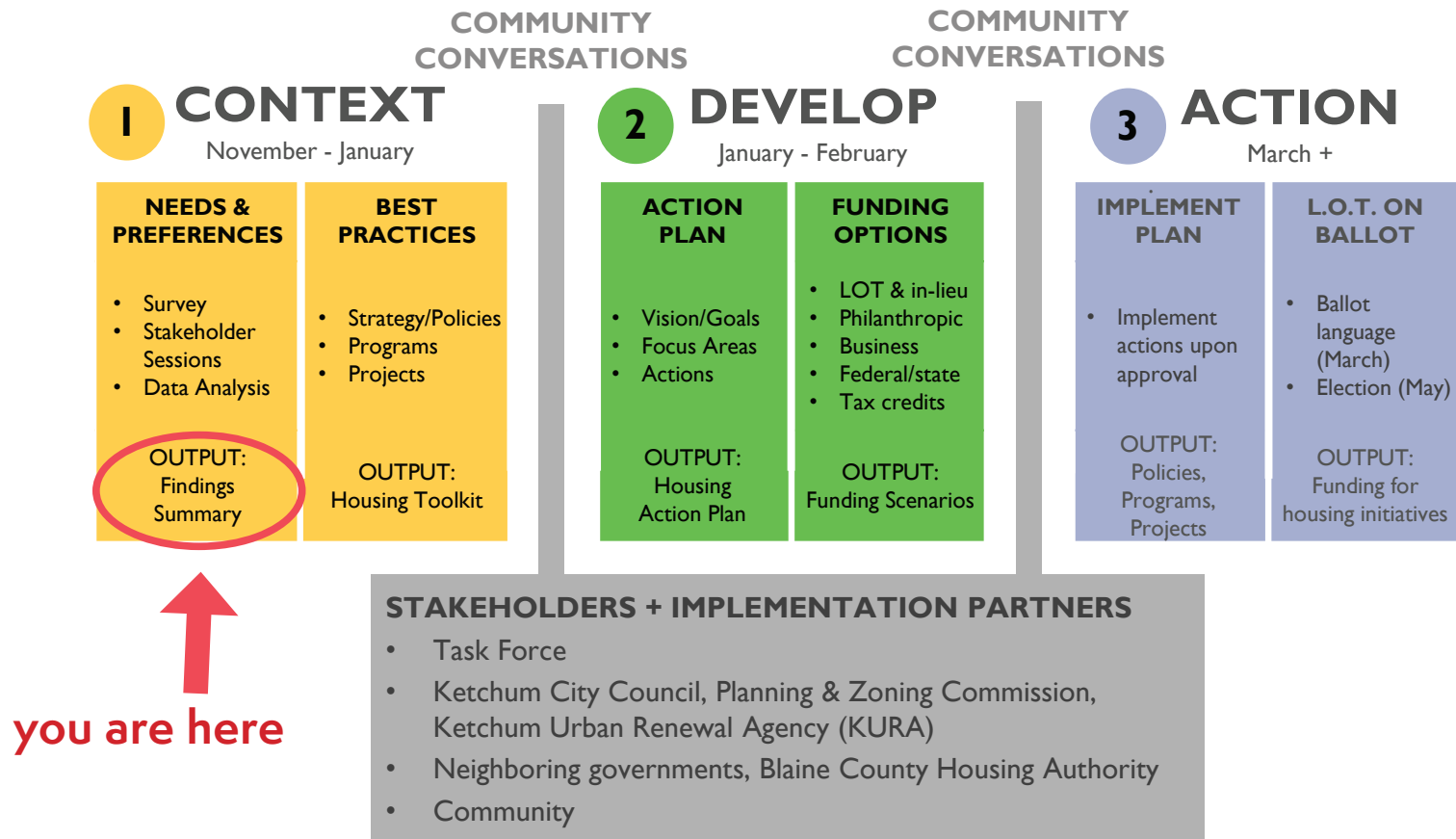
projectketchum.org/housing-matters/

1. OVERVIEW OF HOUSING ACTION PLAN



1

STAGES OF THE PLANNING PROCESS



2

KEY TERMS

AFFORDABLE HOUSING

By household: Housing is considered affordable to a household if they are paying 30% or less of their income to housing costs (either rent or mortgage).

By housing unit: Any housing unit that has a rent or mortgage that is below market-rate. Often the property will include a government subsidy, either for the capital costs or to assist with the rent. Some affordable housing is naturally occurring.

AREA MEDIAN INCOME

The income that the median household makes, meaning that 50% of households of the same size earn less than the median household and 50% of households earn more than the median household. The median income changes based on household size.

LOW-INCOME HOUSING

Housing that is affordable for households earning under 80% AMI. It is eligible for state and federal subsidies - with rent restrictions.

COMMUNITY HOUSING

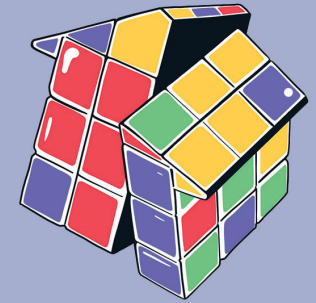
Residential housing that is restricted (through a deed restriction) to being a rental or a for-sale unit to eligible persons and households, based on applicable income and residency requirements.

WORKFORCE HOUSING

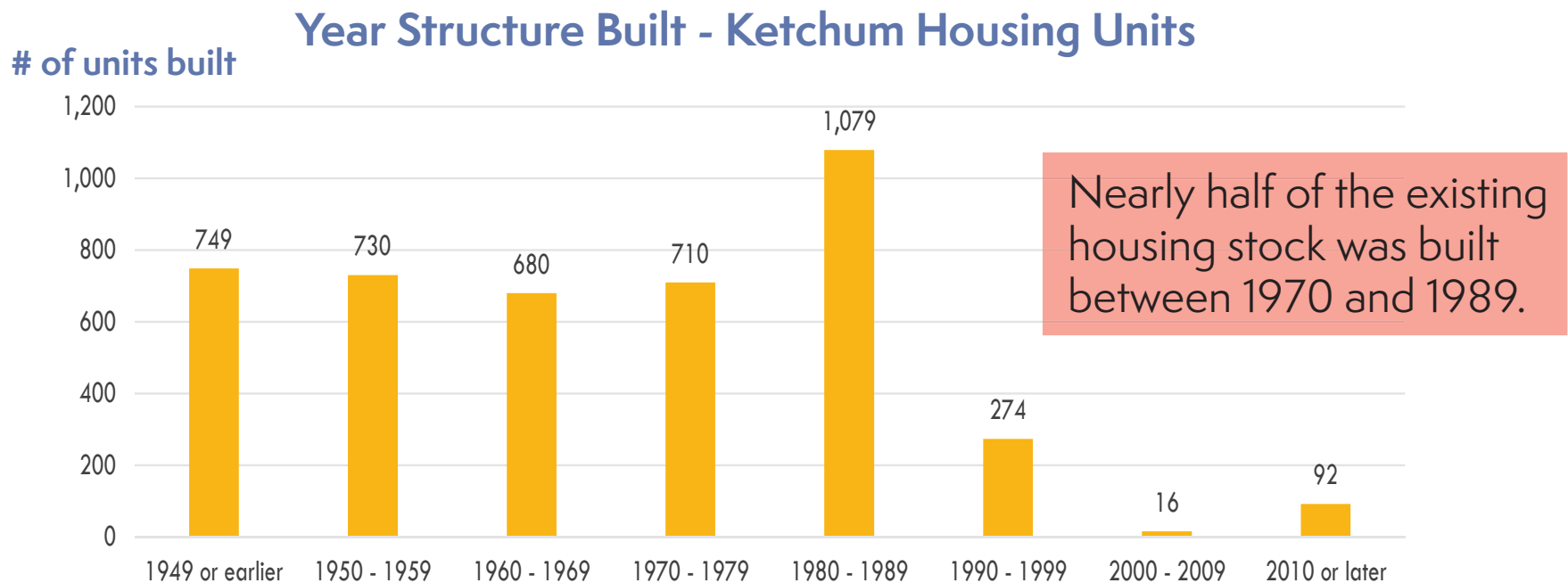
Housing targeted for those earning up to 120% of the area median income. Each community defines this term differently.

2. WHAT IS THE PROBLEM?

Ketchum has an increasingly challenging housing environment for local, year-round residents, especially those earning 120% or below the area median income (AMI).



1 Residential development has slowed.

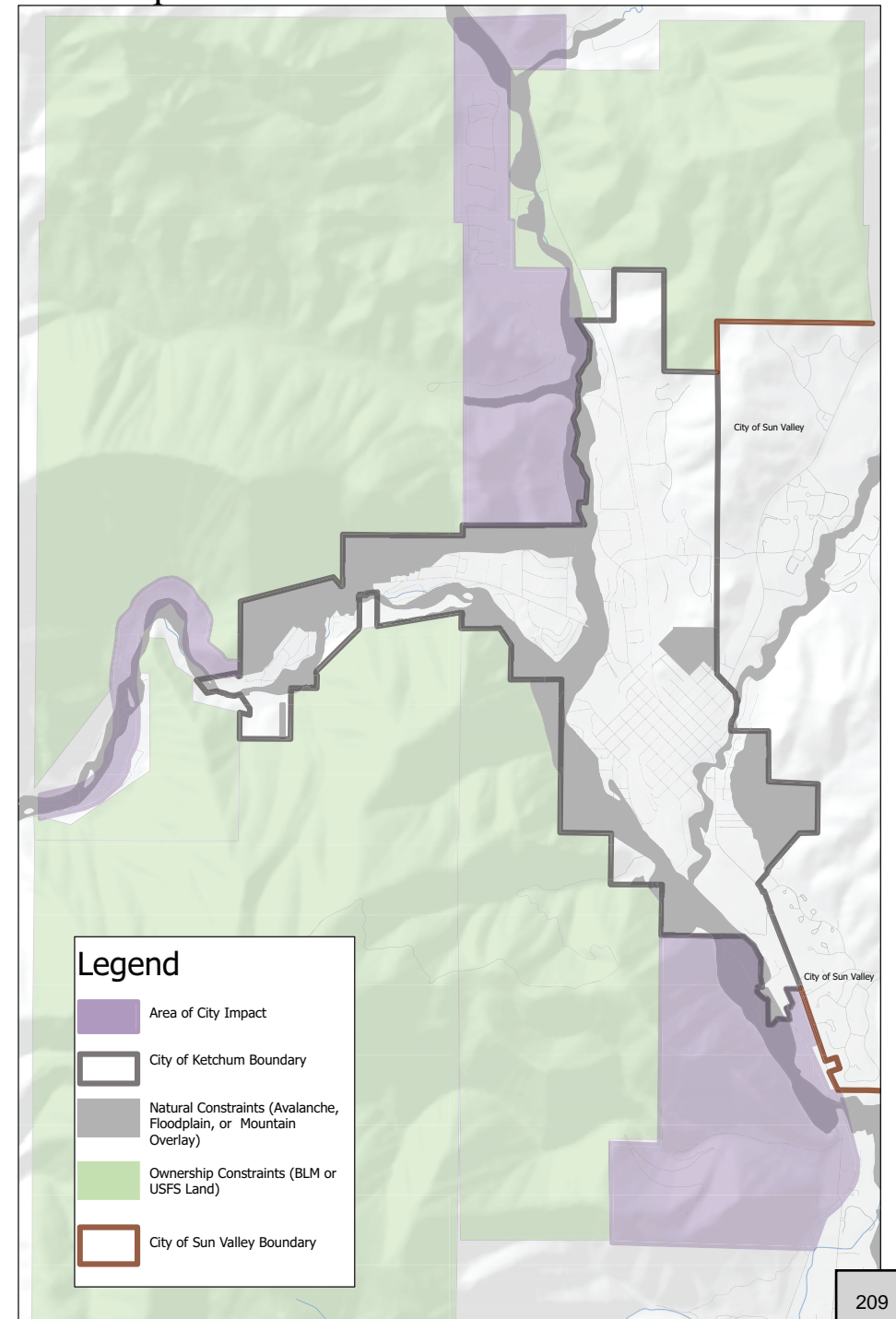


Source: U.S. Census Bureau: American Community Survey 5-Year Estimates (2013-2019), cross-referenced with City of Ketchum building permit data

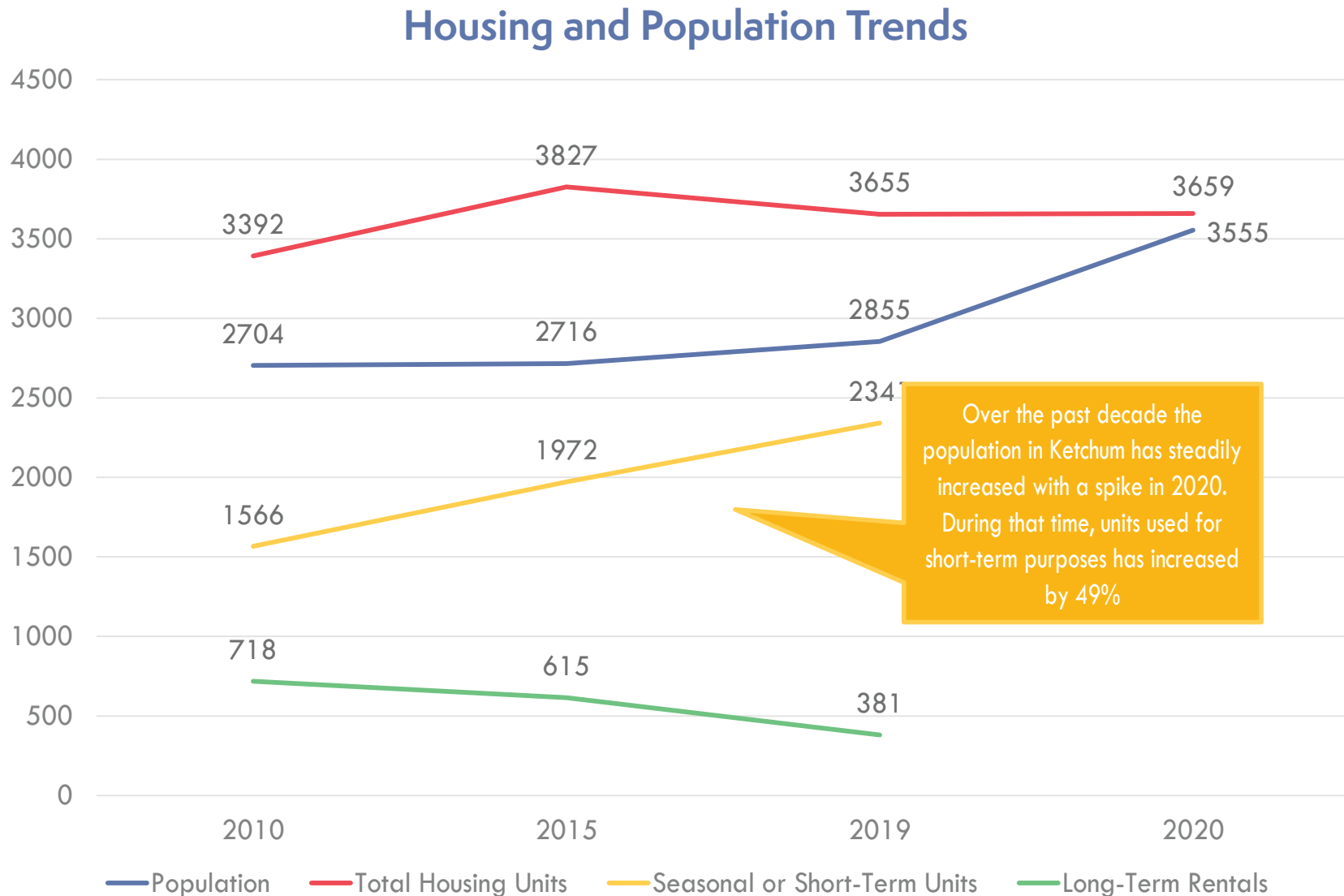
2

Land available for development is constrained.

- Majority of town is surrounded by federal property or is difficult to develop due to hazards (avalanche, floodplain, and steep slope).
- Redevelopment and infill are the primary development opportunities.



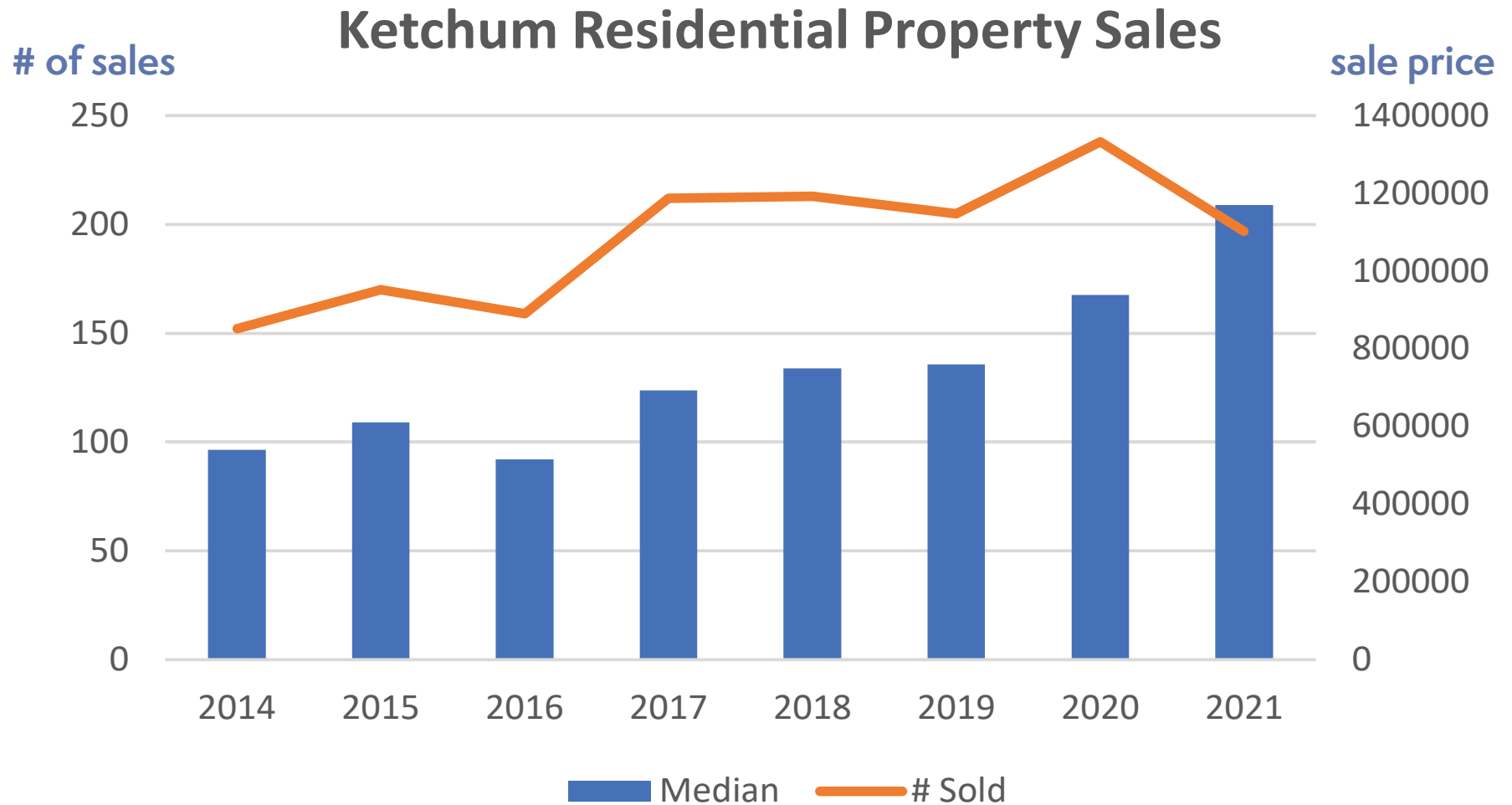
3 Seasonal and short-term rentals have increased.



Source: U.S. Census: DEC Redistricting Data for 2020 data; U.S. Census: ACS 5-Year Estimates for 2010, 2015, 2019 data

4

Housing costs have increased.

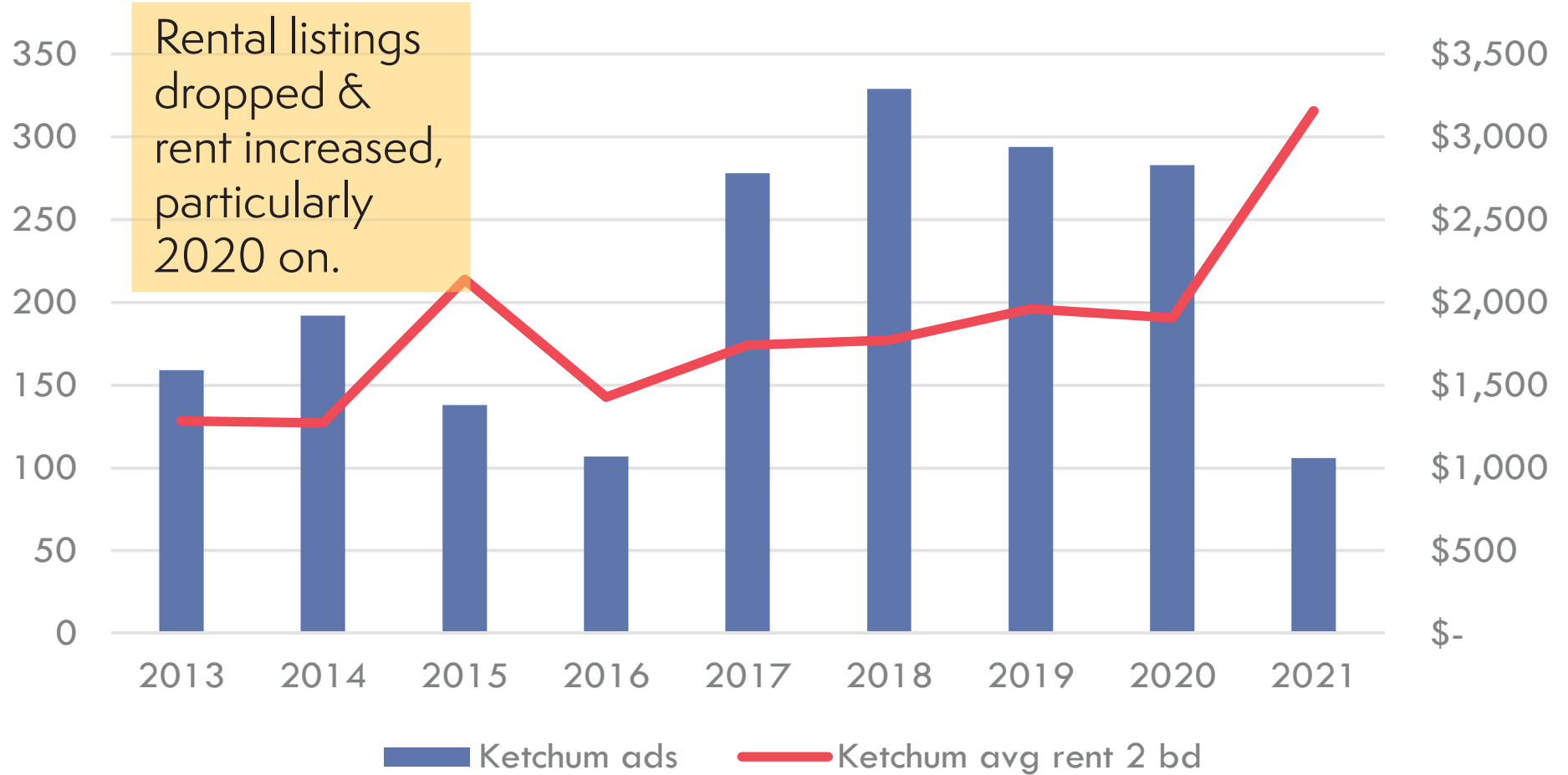


Source: Sun Valley Board of Realtors

of listings

Ketchum Rental Listings

listed rent

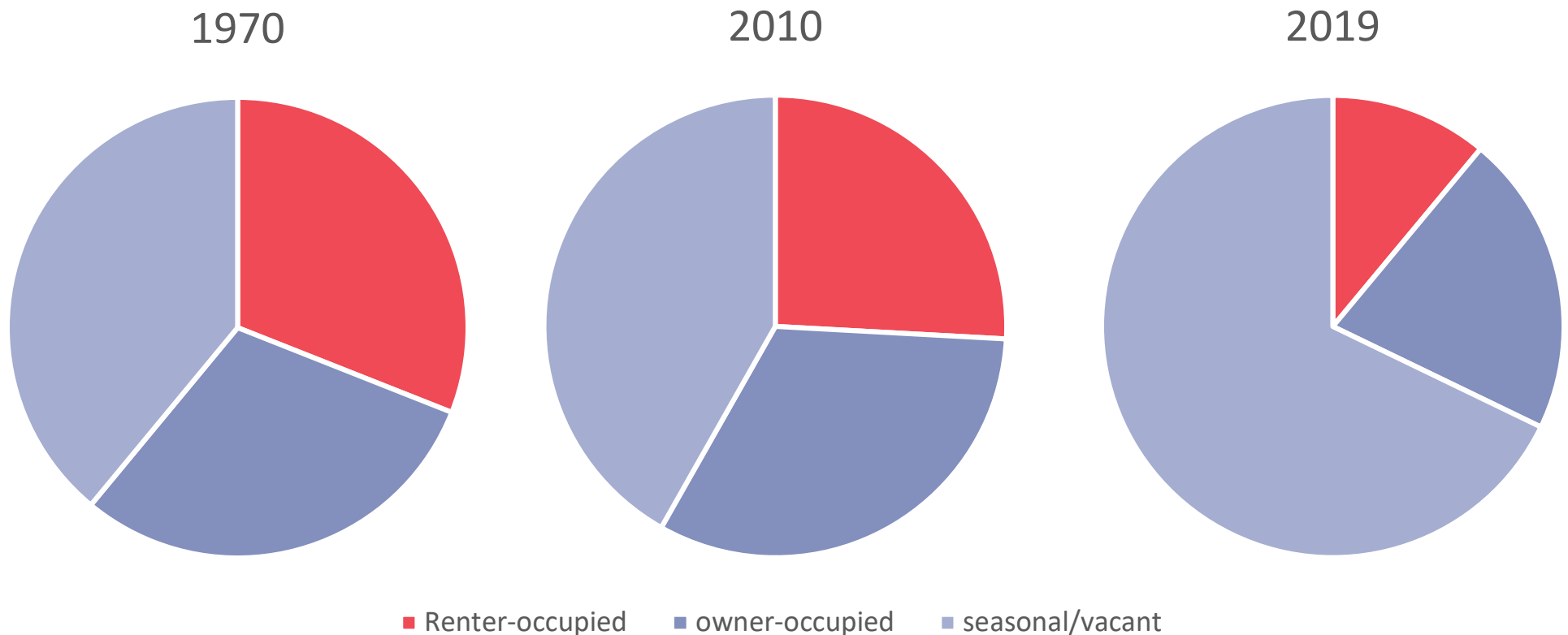


Source: Blaine County Housing Authority, Idaho Mountain Express articles

5

Long-term rentals have decreased.

- The proportion of long-term rentals decreased from 31% in 1970 to 10% in 2019.
- About 335 long-term rental units were “lost” in Ketchum since 2010, with a significant proportion likely converted to seasonal or short-term use.



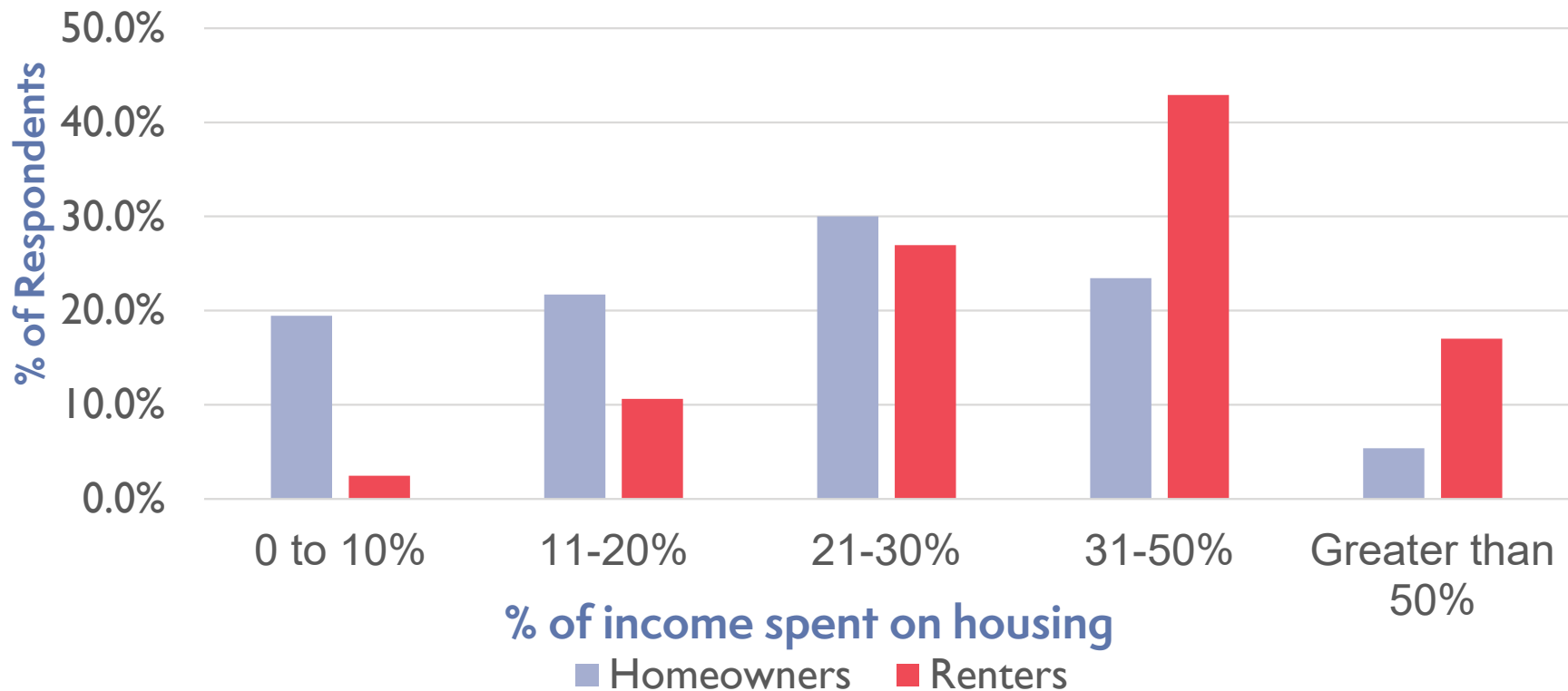
Source: U.S. Census: ACS 5-Year Estimates for 1970, 2010, 2019 data

6

Affordability for renting or owning has not improved.

Over 40% of survey respondents reported paying more than 30% of their income on housing costs, i.e. being “cost burdened.”

Percent of Monthly Income Spent on Housing

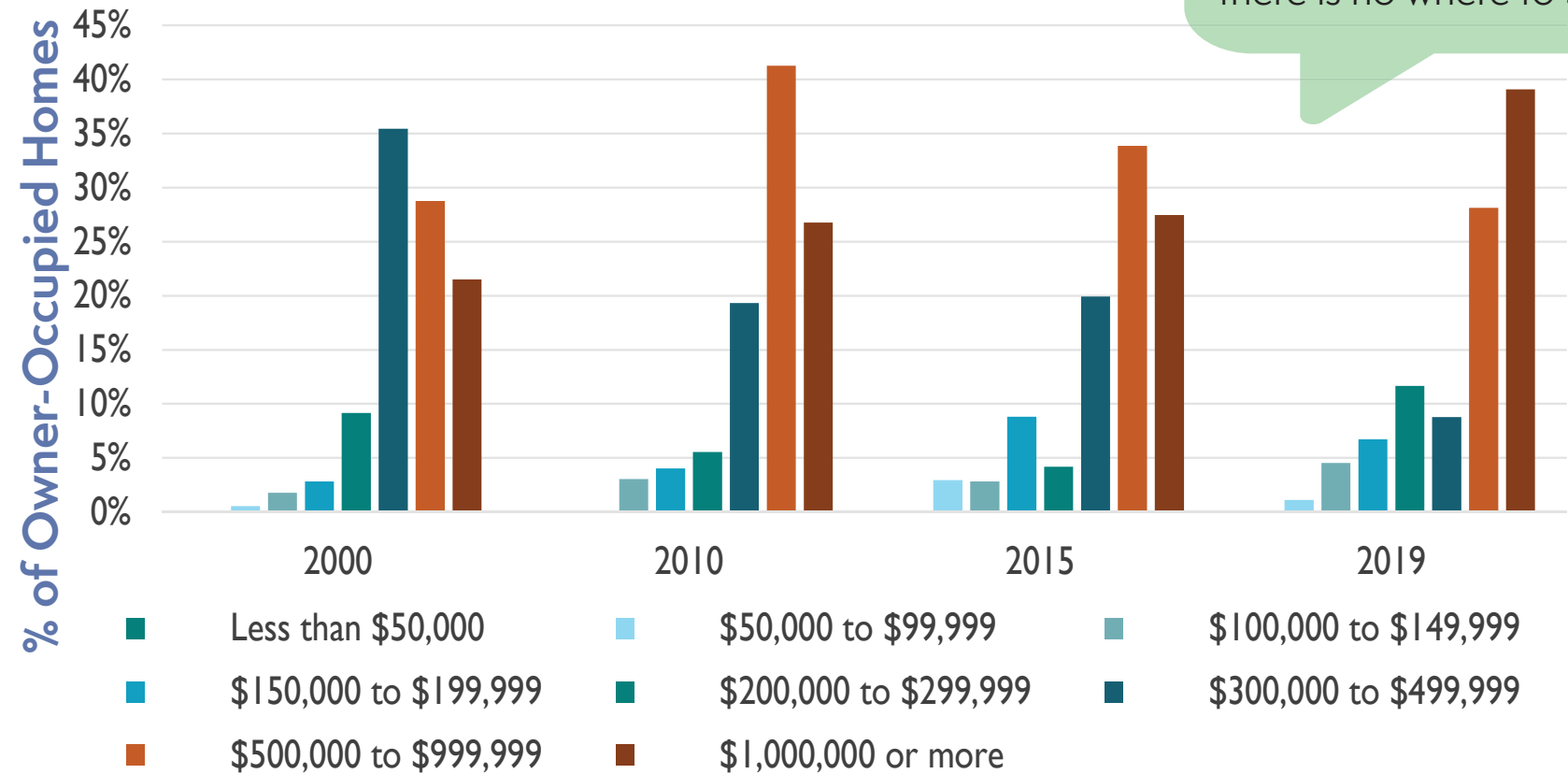


Source: Ketchum Matters Community Housing Survey, Nov. 15, 2021-Jan. 3, 2022

Owner-occupied housing values are skewing higher:

Indicates likelihood of decreased ability for lower income households to become homeowners.

Value of Owner-Occupied Housing, 2000-2019



Source: U.S. Census Bureau: American Community Survey 5-Year Estimates (2013-2019).

7

1% of local residents are experiencing homelessness.

Source: Ketchum Matters Community Housing Survey, Nov. 15, 2021-Jan. 3, 2022

Pandemic Acceleration

The past 2 years have seen a severe acceleration of these trends, along with a substantial increase in year-round population (exception: short-term rentals have seen some near-term declines year over year in the past two years).

**Historic
Annual
Growth Rate**

~1%

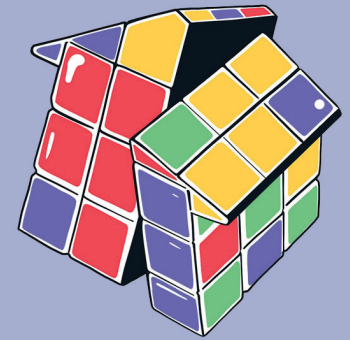
**Pandemic
Growth Rates
(2019-2020)**

~25%

Source: U.S. Census Bureau: American Community Survey 5-Year Estimates (2013-2019); Decennial Census Redistricting Data (2020)

3. WHAT IS OUR COMMUNITY SAYING?

Survey & Interview Results



COMMUNITY SURVEY

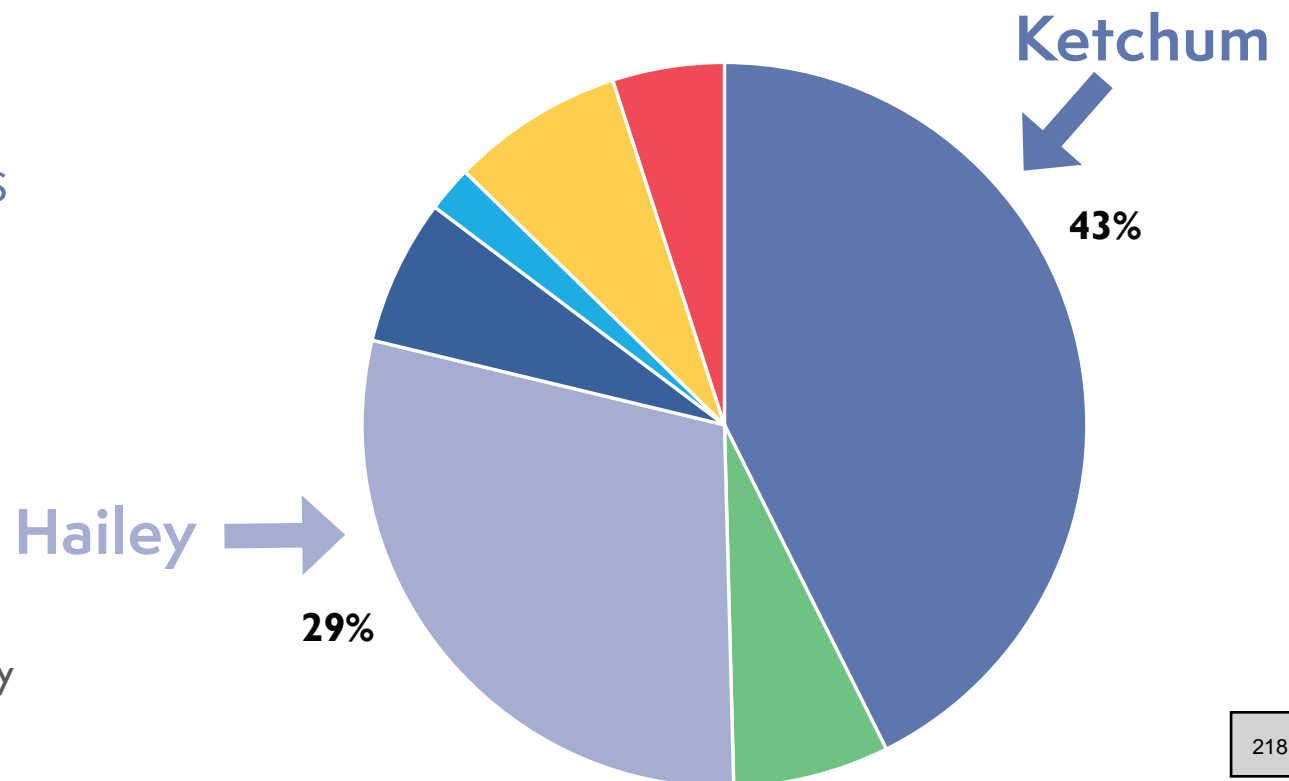
November-January

1,117
responses

- 1% experiencing homelessness
- 8.5% self-identified as Hispanic or Latinx

Where Respondents Reside

- Ketchum
- Sun Valley
- Hailey
- Bellevue
- Carey
- Unincorporated Blaine County
- Other

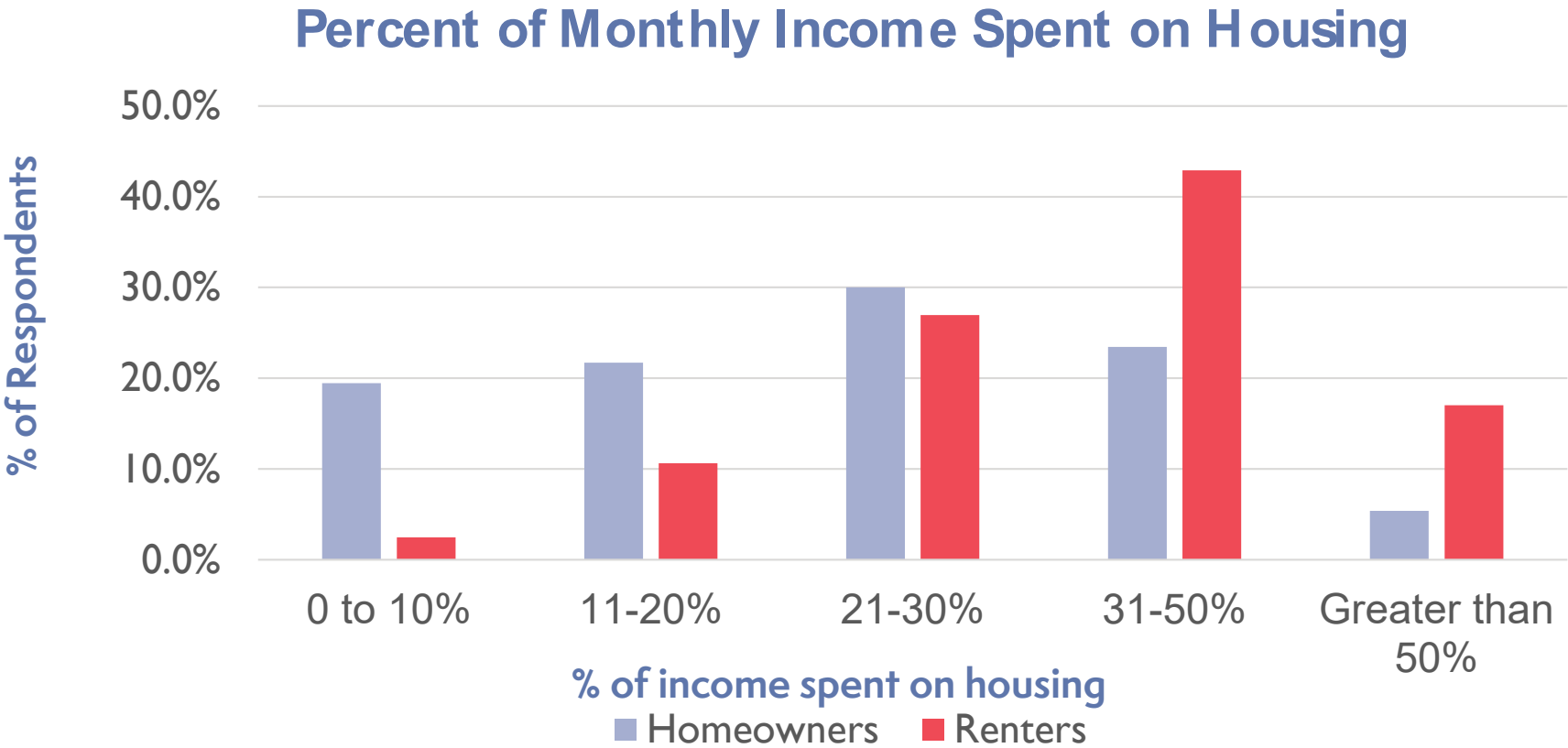


"If we get the boot (from our rental) I don't know where we'll go. We own a successful business and would have to move in with our parents. I want to start a family and I want to contribute, but I don't know if we can do that."

- **80% agreed that providing community housing is important for Ketchum's future.**
- **Felt that a mix of public and private actors should work to address community housing.**
- **Most regulatory approaches supported.**
- **General support for additional resources to acquire land for community housing projects.**

Housing is not affordable

Both renters and homeowners are paying on housing more than is affordable. Renters report being cost burdened at significantly higher rates than homeowners (60% v. 29%).



Source: Ketchum Matters Community Housing Survey, Nov. 15, 2021-Jan. 3, 2022

KEY RESPONSE THEMES

Interviews: 30+ community members

- **Restaurateurs, retailers**
- **Non-profits, foundations**
- **Health and education**
- **Hoteliers**
- **Developers, contractors**
- **Real estate agents**

“How does the need stratify by income levels? What are reasonable expectations for growth and how does that match up with actual inventory?”
- Tim Wolfe

1 Housing Needs & Transparency

- Strong understanding that housing is a major challenge
- Support for developing housing strategies based on concrete analysis and data
- No consistent understanding of what kind of housing (size and rental/ownership) is needed and at what price points.

2

Intentional Housing Framework

There is general support for a strategic, actionable plan that encompasses a variety of housing strategies and tactics.

"I would love to see Ketchum think outside of the box with their solutions and then 'hold firm' and not give in (to difficult opposition)."
– Brooke Pace McKenna,
the Hunger Coalition

3

Community "Fortitude"

A majority of stakeholders noted that during the last 20 years a number of promising community housing projects were not successful – largely because of community opposition and potentially because other priorities emerged post- Great Recession.

"People say they are for affordable housing, 'But it needs to be someplace else.' Attitudes need to change about who actually lives in affordable housing."
– Community Homeowner

HOUSING CRISIS IMPACTS

"The community is at a tipping point of being something vastly different than it used to be because people are no longer able to live and work here. It's affecting the essence of our mountain town culture and what many value in our community."
– Scott Fortner, Visit Sun Valley

1 Community Character

Sentiment from a variety of interviewees is the sense that Ketchum is losing its identity as the housing market becomes challenging and people move away. Many respondents felt that the pursuit of accessible community housing represents more than a roof over community members' heads – it's a quest to maintain the "soul" of the community.

2 Local Businesses

Business viability and access to a stable workforce was a common idea shared when interviewees were asked to identify a "key indicator" for the housing environment.

"We have had to cut hours/reduce days or completely close....The employees that we do have are exhausted."
– Local business owner

"The cost of housing assistance is dramatically less than having to close because you can't find staff, or having to hire and train new staff. Creating an environment that allows people to live and work here needs to include a private business partnership as well."
– local employer

3 Vulnerable Populations

Housing instability is creating financial, social and emotional challenges for residents across the valley. Displacement and housing instability have mental and physical health impacts: It increases the likelihood of depression and suicide; also has physical impacts: It also disrupts childhood development and immune system responses, and increases likelihood of hospitalization.

Stress resulting from housing instability is compounded by nonprofit and social service networks that can be difficult to navigate, especially for those in crisis. Respondents indicated that they, or their clients, were often shuffled from one agency to the next in an attempt to access resources. Often these clients would complete a process only to find out that they did not meet the eligibility criteria – and indeed, eligibility criteria may even specifically screen out some of the most vulnerable community members.

“This is what we are hearing from our clients: Fear of the unknown, stress of abandoning other people who they might be leaving behind if they move and confusion about what the relocation may look like. It’s really hard for them to navigate the system as well.”

- Brittany Shipley of NAMI Wood River Valley

4. WHO NEEDS HOUSING IN KETCHUM?



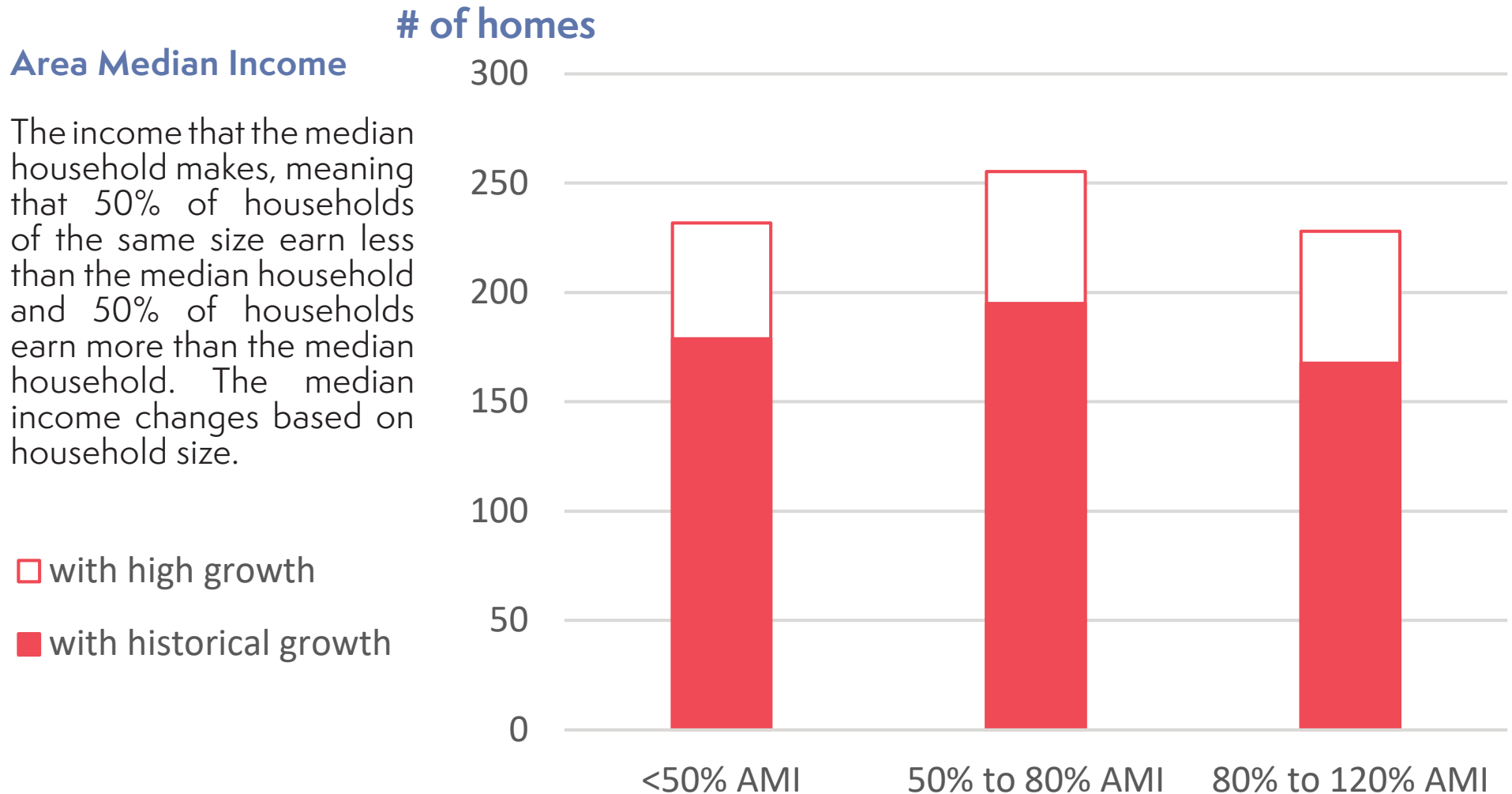
1 Build new, convert, or preserve about 660 to 982 homes in the next 10 years.

Does not include the 335 “lost” renter households from 2010 to 2019.

Total Projected Demand	DESCRIPTION	HISTORIC GROWTH (1% per year)	HIGH GROWTH (3% average)
New Households	New households based on projected population growth by 2030	+224	+546
Current Households	Households in need of stabilization, at risk of displacement, such as: <ul style="list-style-type: none">• cost burdened• people experiencing homelessness• substandard housing• overcrowding	436	436
TOTAL UNITS	Total projected units needed by 2030: <ul style="list-style-type: none">• Stabilizing households in their current unit	660	982
Units per Year	<ul style="list-style-type: none">• Transitioning vacant/seasonal/STR to owner- or LTR-occupied• New construction	66 annually	98 annually

2 We need housing at every income level.

Projected new, converted, or stabilized homes needed in 10 years, by income level

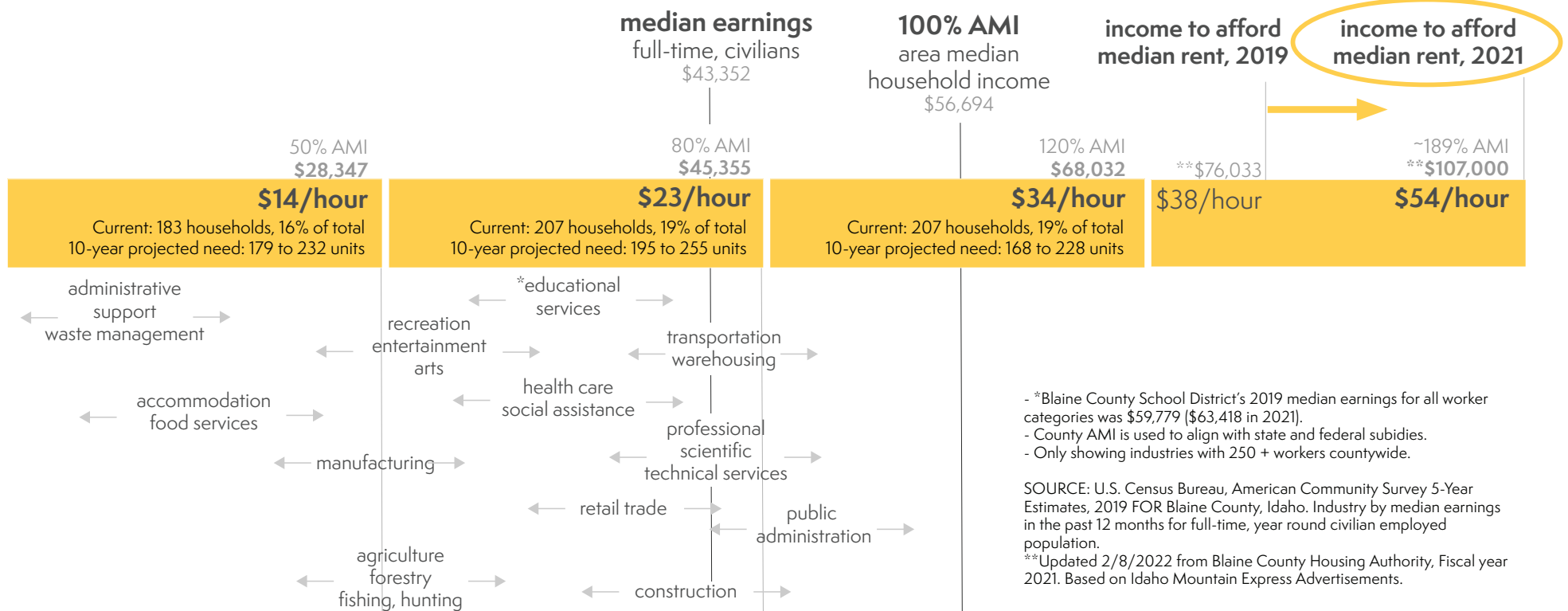


3

Our economy is based on workers who earn under 80% of the Area Median Income

Ketchum Households by Industry Median Earnings (2019)

- 50% of industry workers earn below & 50% earn above the median.
- Earnings are per full-time, civilian worker, not by household. Household Income includes interest and passive income.
- People are taking on more roommates to afford living here: Renters' average household size increased from 1.74 to 2.92, 2010-2019.



ATTACHMENT C

EXAMPLE GOAL 1 WORK PLAN

GOAL 1: PRODUCE + PRESERVE HOUSING								
Strategy 1: Maintain pipeline of new housing construction projects that contribute to meeting community housing targets. Strategy 2: Rehabilitate and preserve existing affordable housing (both naturally occurring, and deed restricted). Strategy 3: Manage and expand inventory of deed-restricted homes (owner-occupied and rentals). Strategy 4: Support local employee-based housing initiatives that create long-term and seasonal housing to meet demand. Key Target - Dedicate a minimum of 650 local housing units in the next 10 years for local, workforce housing (build new, convert existing housing to more affordable cost, preserve existing in perpetuity)								
Goal 1 Priority Actions	Status	Lead	Implementation Partners	Funding	Cost	Timeframe	Number of units/people served	AMI Bracket
	What is the implementation status?	Who is taking the lead in implementing this strategy	Who are our implementation partners?	What funding is available or necessary?	What is the estimated cost?	short - 3 to 6 months Mid - 1 year long - Greater than 1 year	how many units will this provide? How many people are served by this action?	What income range is being served by this action?
1. Continue to support Bluebird Village development.	In progress		KCDC, Ketchum Urban Renewal Agency (KURA), City of Ketchum			short		
2. Develop new housing construction pipeline			City of Ketchum, Ketchum Urban Renewal Agency (KURA), KCDC, ARCH, YMCA			short		
2a. Create a 10-year pipeline						short		
2b. Support development of workforce housing at KURA's 1st and Washington site						short		
2c. Initiate joint master plan housing development opportunities on city parcels near the YMCA (in keeping with the parking agreement) and city-owned Leadville parcel						short		
2d. Identify potential parcels for acquisition for housing development and identify needed infrastructure and funding to support. <i>Also, in Goal 3.</i>						short		
2e. Continue to dialogue with significant property owners	In progress					ongoing		
3. Identify and prioritize sites for preservation	In progress		Blaine County Housing Authority (BCHA), City of Ketchum, other partners as identified			short		
3a. Conduct inventory of existing deed restricted, affordable and other naturally occurring (i.e. affordable, unsubsidized) affordable/workforce housing. <i>Also, in Goal 3.</i>						short		
3b. Identify priority sites for preservation, such as those at-risk of sale or rent increase.								
4. Preserve and improve affordable housing at Lift Tower Lodge. <i>Also supports goal 2.</i>			Blaine County Housing Authority (BCHA), City of Ketchum, ARCH					
5. Increase the number of occupied accessory dwelling units (ADUs): Develop education, incentive or policy improvements to encourage development and use of ADUs for local housing.			Sun Valley Board of Realtors, Ketchum Affordable Housing Coalition					
6. Pathway to ownership: Identify deed restriction and down payment assistance feasibility and program options that can be used within a variety of local housing projects as a pathway to ownership								
7. Incentivize long-term rentals: Implement "Lease to Locals" Workforce Rental program			City of Ketchum, Landing Locals, Goldwhip Girls, Sun Valley Board of Realtors, local property managers					

ATTACHMENT D

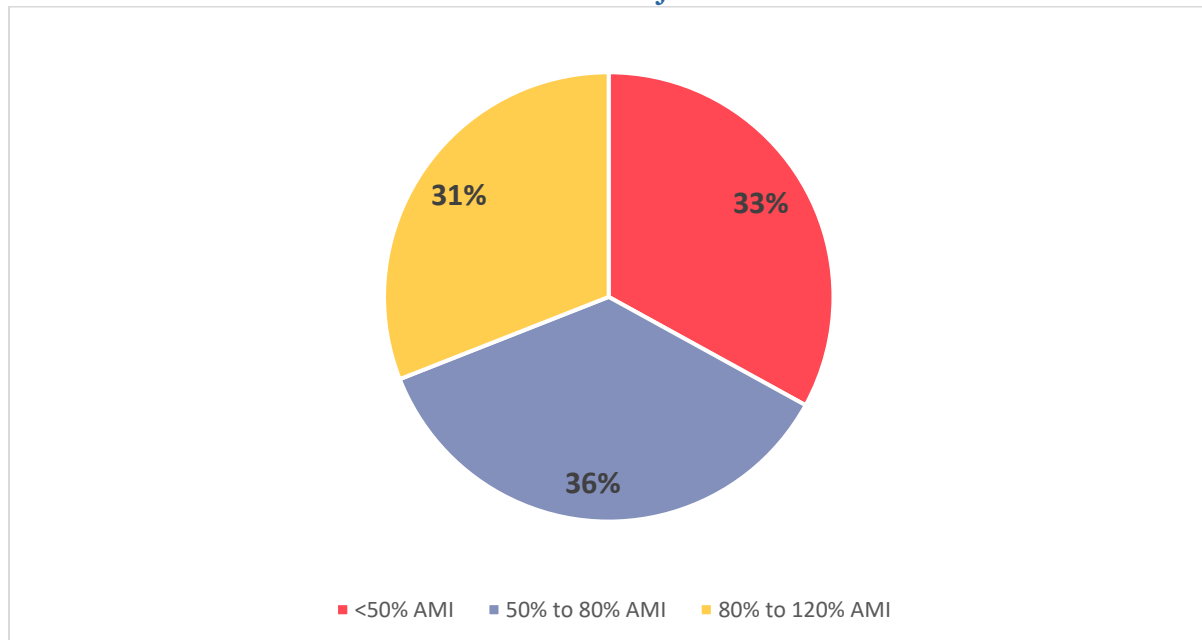
EXAMPLE HOUSING EXPENDITURE CRITERIA

Proposed Evaluation Criteria

TOWN OF TRUCKEE HOUSING



ANNUAL RESOURCE ALLOCATION BY PROJECTED NEED



Landing Locals / Lease to Locals Incentive Program Discussion

March 2022



Agenda

Welcome and Intros

Landing Locals Company Evolution

Lease to Locals Program Goals

Lease to Locals Market Deep Dives

- Truckee, CA
- Summit County, CO
- South Lake Tahoe, CO

Ketchum Discussion

Landing Locals Company Evolution

Proof of Concept

Partnering with TTCF and Mountain Housing Council piloted our local housing matching website in Truckee

Expand to Other Markets

Developed and rolled out Lease to Locals incentive program in Summit County, CO and South Lake Tahoe, CA with really strong indicators of success



Lease to Locals Program Goals:



Convert existing housing stock to new longer-term rentals for the local workforce in tourist towns



Provide property owners cash incentives to convert their properties into seasonal and long-term rentals



Allows local governments to quickly and efficiently address critical “missing middle” housing needs

Lease to Locals — Town of Truckee

- Pilot Program Launched in November 2020 (Revised August 2021)
- 52 Units Unlocked (90% of homeowners are renewing for a second year)
- 111 Locals Housed, Average rent per bedroom \$1030/month
- \$246,350 Grant Dollars Committed

Incentive Amounts for property owners:

Lease Length	1 Regional Employee	2 Regional Employees or 1 Regional Employee with a child or children	3 Regional Employees or 2 Regional Employee with a child or children
Shorter term (3-6 month)	\$1,000	\$1,500	\$3,000
Mid term (6-12month)	\$2,100	\$3,500	\$4,500
Long term (12+ month)	\$4,500	\$7,500	\$10,000

Lease to Locals — Town of Truckee

Example Marketing:



**EARN UP TO \$10,000
BY RENTING YOUR
PROPERTY IN
TRUCKEE TO OUR
LOCAL WORKFORCE**

Program Funded By:

 **LANDING LOCALS**
CA DRE #02103731



HOW IT WORKS:

-  Truckee property owners can earn up to a \$10,000 grant for shifting their property into a long-term rental
-  As part of the program, Landing Locals will provide property owners free tenant screening and matching services
-  **There is a limited amount of grant money available in 2021, so contact Landing Locals today!**

Example Grant Amounts

-  Rent a room to a local employee for **6 months**
\$2,100
-  Rent an ADU to a local employee for **12 months**
\$4,500
-  Rent a house to 2 local employees with a child for **12 months**
\$10,000

 VISIT: LandingLocals.com/WorkforceGrant  CALL: **(530) 290-6949**

Lease to Locals — Summit County

- Six-month pilot, Launched in October 2021 (extended through EOY 2022)
- 30 Grants Given, 54 bedrooms unlocked
- 57 Locals Employees Housed, Average rent per bedroom \$1,200/month
- \$444k Grant Dollars Committed

Incentive Amounts for property owners:

Unit Size	Seasonal	Long Term
Room	\$2,500.00	\$4,000.00
Studio	\$4,500.00	\$7,000.00
1 Bedroom	\$5,000.00	\$8,000.00
2 Bedrooms	\$10,000.00	\$18,000.00
3 Bedrooms +	\$11,000.00	\$20,000.00

Lease to Locals — Summit County

Example Marketing:




**EARN UP TO \$24,000
BY CONVERTING YOUR
SHORT-TERM RENTAL
INTO A LONGER-TERM
RENTAL FOR THE
LOCAL WORKFORCE.**


SUMMIT COUNTY
Housing Department

LEASE TO LOCALS
powered by **LANDING LOCALS**

HOW THE PROGRAM WORKS:


 Town of Breckenridge property owners can earn up to \$24,000 by converting their short-term rent into a long-term rental for the local workforce.

 To qualify, property owners need to rent to tenants who work locally and sign a minimum of a five month lease.

 **This is a pilot program that runs through April 2022, but the highest incentives are paid to leases signed for this winter.**

Scan to learn more

VISIT **LeaseToLocals.co**
CALL **(970) 406-4519**


Escanea para más información

PRSR STD
US POSTAGE
PAID
RENO NV
PERMIT NO 200

Joe Homeowner
123 Colorado Ave
Denver, CO 80210

Lease to Locals — City of South Lake Tahoe

- One-year pilot, Launched in January 2022
- 100+ homeowner leads since launch

Incentive Amounts for property owners:

	Monthly Rent Not to Exceed	Maximum number of Grants Per Unit*	Maximum Total Grant Amount per Unit
Room or Studio	N/A	1	\$2,000
1 Bedroom	\$2,000	2	\$4,000
2 bedroom	\$2,500	3	\$6,000
3 bedroom	\$2,800	4	\$8,000
4 bedroom +	\$3,100	5	\$10,000





City of Ketchum

April 18, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Letter of Intent for Supplemental Local Match Funding for Bluebird Village Community Housing Project

Recommendation and Summary

On April 4th, GMD Development and Ketchum Community Development Corporation (KCDC) briefed the Council and URA regarding updated construction/financing costs associated with implementation of the Bluebird Community Housing Project. IHFA has approved the increase in tax credits for the project.

"I move to approve the attached funding letter of intent with Ketchum Community Development Corporation for Bluebird Village Community Housing Project."

Staff will work with GMD and KCDC on a detailed funding agreement and return to Council for review and approval.

Introduction and History

On October 4, 2021, City Council approved the design for the Bluebird Community Housing project as recommended by the Planning and Zoning Commission. On November 18, City Council approved a long-term lease for the project.

The development team is now working with the city regarding issuance of their building permit. The city has already formally surplus old city hall and awarded a demolition contract to a local vendor. The contractor has completed the asbestos remediation and recycled building materials; full demolition is expected to begin this month.

Sustainability Impact

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

Financial Impact

A local funding match was a major factor in the successful award of federal tax credits by Idaho Housing Finance Association. The city's original commitment was \$1.4 million and is now being requested to increase to \$3.3 million to address increase in construction costs and impact of decreased Blaine County AMI. The current balance of the In-Lieu Housing Fund is approximately \$3.1 million. Two pending development projects have indicated they will pay in-lieu fees, which are estimated to bring in another \$1.2 million. The funding agreement with KCDC will outline that the city will fund in phases to align with cash flow.

Attachments

Letter of Intent



City of Ketchum
City Hall

April 18, 2022

To: Ketchum Community Development Corporation
PO Box 6452
Ketchum, ID 83340

Letter of Intent: Supplemental Local Match Funding – Bluebird Community Housing

This letter is to notice that the City of Ketchum approves and hereby commits for further local match funding to KCDC for the Bluebird Village community housing project, per the presentation and request presented at the April 4, 2022 City Council meeting. The City has previously committed to local funding in the amount of \$1.4 million dollars as available and designated from the City In-Lieu Fund. This further commitment for local match funding is in the further amount of \$1.9 million dollars, for a total of \$3.3 million, as available and designated from the City In-Lieu Fund or as otherwise discretionarily available.

The City understands that the parties will further negotiate and enter into specific terms of these intended commitments at a future date via a Participation Agreement.

Neil Bradshaw, Mayor

As approved by City Council action on April 18, 2022.

ATTEST:

Tara Fenwick, City Clerk

cc: GMD
City Attorney



City of Ketchum

April 18, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Hold a Public Hearing and Approve the 240 & 260 Lloyd Court Lot Line Shift Application

Recommendation and Summary

Staff recommends the Ketchum City Council hold a public hearing and approve the Lot Line Shift Application proposing to combine the two lots located at 240 and 260 Lloyd Court.

Recommended Motion: "I move to approve the 240 and 260 Lloyd Court Lot Line Shift Application subject to conditions of approval 1-6."

The reasons for the recommendation are as follows:

- The request to combine the two lots meets all applicable standards for Readjustment of Lot Lines as specified in the City's subdivision regulations and the project meets all zoning requirements.
- Consistent with Ketchum Municipal Code (KMC) §16.04.020, the proposal meets the definition of Readjustment of Lot Lines because: (1) the project does not reduce the area, frontage, width, depth, or building setback lines below the minimum requirements, (2) amended Lot 1A will comply with all dimensional standards required in the T-4000 Zone, and (3) the proposal does not create additional lots or dwelling units.

Analysis

This Lot Line Shift application, submitted by Galena Engineering on behalf of property owner Hilton Holdings LLC, proposes to combine Lots 1 and 2 within Block 1 of Greyhawk II Subdivision located at 240 and 260 Lloyd Court within the City's Tourist 4000 (T-4000) Zoning District and Avalanche Overlay. An avalanche control berm borders the northern boundary of Greyhawk II Subdivision along Warm Springs Road. The avalanche control berm was approved through Conditional Use Permit Application File No. 86-2. The berm provides the homes in Greyhawk II Subdivision protection from avalanche forces and reduces the hazard area. The total area of amended Lot 1A will be 33,049 square feet. Lot 1 located at 240 Lloyd Court is developed with an existing single-family residence that was built in the 1987 (Building Permit 87-060). The home is accessed from Lloyd Court, which is a private road. The applicant was issued Building Permit Application File No. 21-013 on April 9th, 2021 for a 1,152-square-foot addition to the main house and a new 866-square-foot garage. The addition project is currently under construction. Lot 2 located at 260 Lloyd Court is undeveloped. The property owner intends to realign the existing driveway accessing the home on Lot 1 further west along Lloyd Court and onto adjacent Lot 2. Moving the driveway further away from the corner of Lloyd Court and New Gates Road will enhance safety at the intersection.

Consistent with Ketchum Municipal Code (KMC) §16.04.020, the proposal meets the definition of Readjustment of Lot Lines because: (1) the project does not reduce the area, frontage, width, depth, or building setback lines below the minimum requirements, (2) amended Lot 1A will comply with all dimensional standards required in the T-4000 Zone, and (3) the proposal does not create additional lots or dwelling units. As conditioned, the

proposed Greyhawk II Subdivision Amended: Block 1: Lot 1A plat meets the standards for Readjustment of Lot Lines under Title 16 of Ketchum Municipal Code.

Sustainability

The proposed lot consolidation does not limit the City's ability to reach the goals of the 2020 Ketchum Sustainability Action Plan.

Financial Impact

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

Attachments:

- A. Draft Findings of Fact, Conclusions of Law, and Decision
- B. Lot Line Shift Application Submittal



IN RE:)
)
240 & 260 Lloyd Court) KETCHUM CITY COUNCIL
Lot Line Shift (Readjustment of Lot Lines)) FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
Date: April 18, 2022) DECISION
)
File Number: P21-098)

Findings Regarding Application Filed

PROJECT: 240 & 260 Lloyd Court Lot Line Shift

APPLICATION TYPE: Lot Line Shift (Readjustment of Lot Lines)

FILE NUMBER: P21-098

OWNER: Hilton Holdings LLC

REPRESENTATIVE: Sean Flynn, Galena Engineering

REQUEST: Combine Lots 1 and 2 within Block 1 of Greyhawk II Subdivision

LOCATION: 240 & 260 Lloyd Court (Greyhawk II Subdivision: Block 1: Lots 1 & 2)

NOTICE: A public hearing notice was mailed to all property owners within 300 feet of the project site and political subdivisions on March 30th, 2022. The public hearing notice was published in the Idaho Mountain Express on March 30th, 2022. The public hearing notice was posted on the city’s website on March 30th, 2022.

ZONING: Tourist 4000 (T-4000)

OVERLAY: Avalanche

Findings Regarding Application Filed

This Lot Line Shift application, submitted by Galena Engineering on behalf of property owner Hilton Holdings LLC, proposes to combine Lots 1 and 2 within Block 1 of Greyhawk II Subdivision located at 240 and 260 Lloyd Court within the City’s Tourist 4000 (T-4000) Zoning District and Avalanche Overlay. An avalanche control berm borders the northern boundary of Greyhawk II Subdivision along Warm Springs Road. The avalanche control berm was approved through Conditional Use Permit Application File No. 86-2. The berm provides the homes in Greyhawk II Subdivision protection from avalanche forces and reduces the hazard area. The total area of amended Lot 1A will be 33,049 square feet. Lot 1 located at

240 Lloyd Court is developed with an existing single-family residence that was built in the 1987 (Building Permit 87-060). The home is accessed from Lloyd Court, which is a private road. The applicant was issued Building Permit Application File No. 21-013 on April 9th, 2021 for a 1,152-square-foot addition to the main house and a new 866-square-foot garage. The addition project is currently under construction. Lot 2 located at 260 Lloyd Court is undeveloped. The property owner intends to realign the existing driveway accessing the home on Lot 1 further west along Lloyd Court and onto adjacent Lot 2. Moving the driveway further away from the corner of Lloyd Court and New Gates Road will enhance safety at the intersection.

Findings Regarding Readjustment of Lot Lines (KMC §16.04.060)

Consistent with Ketchum Municipal Code (KMC) §16.04.020, the proposal meets the definition of *Readjustment of Lot Lines* because: (1) the project does not reduce the area, frontage, width, depth, or building setback lines below the minimum requirements, (2) amended Lot 1A will comply with all dimensional standards required in the T-4000 Zone, and (3) the proposal does not create additional lots or dwelling units.

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

Consistent with KMC §16.04.060.B, the Readjustment of Lot Lines application was transmitted to City Departments including the City Engineer, Fire, Building, Utilities, and Streets departments for review. As specified in Condition of Approval #2, the amended plat map shall meet all governing ordinances, requirements, and regulations of the Fire Department (2018 International Fire Code and local Fire Protection Ordinance No.1217), Building Department (2018 International Existing Building Code, the 2018 International Residential Code, and Title 15 of Ketchum Municipal Code), Utilities Department, Street Department (Title 12 of Ketchum Municipal Code), and the City Engineer.

All land, condominium, and townhouse subdivisions within the City of Ketchum are subject to the standards contained in Ketchum Municipal Code, Title 16, Subdivision Regulations. Pursuant to Ketchum Municipal Code §16.04.010.D, the change or modification of boundary lines, whether or not any additional lot is created, shall comply with these regulations. Many subdivision standards are related to the design and construction of multiple new lots that will form new blocks and infrastructure, such as streets that will be dedicated and maintained by the City. The standards for certain improvements (KMC §16.04.040), including street, sanitary sewage disposal, and planting strip improvements, are not applicable as the project proposes to combine two lots within an existing residential neighborhood. As conditioned, the proposed Greyhawk II Subdivision Amended: Block 1: Lot 1A plat meets the standards for Readjustment of Lot Lines under Title 16 of Ketchum Municipal Code.

Table 1: Findings Regarding Contents of Final Plat and Subdivision Design & Development Requirements

Findings Regarding Contents of Final Plat and Subdivision Design & Development Requirements				
Compliant			Standards and Council Findings	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K	Contents Of Final Plat: The final plat shall be drawn at such a scale and contain such lettering as to enable same to be placed upon sheets of eighteen inch by twenty four inch (18" x 24") Mylar paper with no part of the drawing nearer to the edge than one-half inch (1/2"), and shall be in conformance with the provisions of title 50, chapter 13, Idaho Code. The reverse side of such sheet shall not be used for any portion of the drawing, but may contain written matter as to dedications, certificates, signatures, and other information. The contents of the final plat shall include all items required under title 50, chapter 13, Idaho Code, and also shall include the following:
			<i>Council Findings</i>	<i>The final plat mylar paper shall be prepared following Ketchum City Council review and approval of the lot line shift application and shall meet these standards.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.1	Point of beginning of subdivision description tied to at least two (2) governmental survey corners, or in lieu of government survey corners, to monuments recognized by the city engineer.
			<i>Council Findings</i>	<i>As conditioned, this standard shall be met. The final plat mylar shall show a minimum of two Blaine County survey control monuments with ties to the property. The survey control monuments shall be clearly identified on the face of the map.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.2	Location and description of monuments.
				<i>As conditioned, this standard shall be met. The final plat mylar shall show the location and description of monuments.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.3	Tract boundary lines, property lines, lot lines, street right of way lines and centerlines, other rights of way and easement lines, building envelopes as required on the preliminary plat, lot area of each lot, boundaries of floodplain and floodway and avalanche district, all with bearings, accurate dimensions in feet and decimals, in degrees and minutes and radii, arcs, central angles, tangents and chord lengths of all curves to the above accuracy.
			<i>Council Findings</i>	<i>The amended plat shows the property lines and specifies the total area of amended Lot 1A. The right-of-way lines for Warm Springs Road, New Gates Road, and Lloyd Court are shown the amended plan. The blue avalanche hazard area is shown on the amended plat.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.4	Names and locations of all adjoining subdivisions.
			<i>Council Findings</i>	<i>The property is contained with Greyhawk II Subdivision.</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.
			<i>Council Findings</i>	<i>This standard has been met. The plat map specifies the 60-foot-widths of the Warm Springs Road, New Gates Road, and Lloyd Court rights-of-way.</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.
			<i>Council Findings</i>	<i>The 30-foot-wide landscape easement along the Warm Springs Road frontage, 24-foot-wide avalanche dam easement, and 5-foot-wide landscaping easement to benefit the Homeowners' Association is indicated on the plat map.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.7	The blocks numbered consecutively throughout each block.
			<i>Council Findings</i>	<i>N/A. This lot line application combines two lots within an existing residential subdivision and does not create a new block.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.8	The outline of any property, other than a street, alley or easement, which is offered for dedication to public use, fully dimensioned by distances and bearings with the area marked "Dedicated to the City of Ketchum for Public Use", together with any other descriptive language with regard to the precise nature of the use of the land so dedicated.
			<i>Council Findings</i>	<i>N/A as no dedications of this type are proposed or required.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.9	The title, which shall include the name of the subdivision, the name of the city, if appropriate, county and state, and the location and description of the subdivision referenced to section, township, range.
			<i>Council Findings</i>	<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.10	Scale, north arrow and date.
				<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.11	Location, width, and names of all existing or dedicated streets and other public ways within or adjacent to the proposed subdivision
			<i>Council Findings</i>	<i>This standard has been met. The Warm Springs Road, New Gates Road, and Lloyd Court rights-of-way are indicated on the plat map.</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.
			<i>Council Findings</i>	<i>As conditioned, this standard will be met prior to recordation of the final plat. The owner's certificate shall reference the county recorder's instrument number where the articles 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.
			<i>Council Findings</i>	<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>
			16.04.030.K.14	A current title report of all property contained within the plat.

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Council Findings	<i>This standard has been met. A title report and warranty deeds were submitted for the properties.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.15	Certification of owner(s) of record and all holders of security interest(s) of record with regard to such property.
			Council Findings	<i>As conditioned, this standard will be met prior to recordation of the final plat. The signature block page shall include a certificate of ownership and associated acknowledgement from all owners and holders of security interest with regard to the subject property, which shall be signed following Ketchum City Council review and approval of the application and prior to recordation of the final plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.16	Certification and signature of engineer (surveyor) verifying that the subdivision and design standards meet all city requirements.
			Council Findings	<i>As conditioned, this standard will be met prior to recordation of the final plat. The signature block page shall include the certification and signature of the surveyor verifying that the subdivision and design standards meet all City requirements.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.17	Certification and signature of the city engineer verifying that the subdivision and design standards meet all city requirements.
			Council Findings	<i>As conditioned, this standard will be met prior to recordation of the final plat. The signature block page shall include the City Engineer's approval and verification that the subdivision and design standards meet all City requirements.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.18	Certification and signature of the city clerk of the city of Ketchum verifying that the subdivision has been approved by the council.
			Council Findings	<i>As conditioned, this standard will be met prior to recordation of the final plat. The signature block page shall include the certification and signature of the City Clerk verifying the subdivision has been approved by City Council.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.19	Notation of any additional restrictions imposed by the council on the development of such subdivision to provide for the public health, safety and welfare.
			Council Findings	<i>This standard is not applicable because no additional restrictions are necessary to provide for the public health, safety, and welfare.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.L	Final Plat Copies: Both a hard copy and a digital copy of the final plat shall be filed with the administrator prior to being placed upon the Council's agenda. A digital copy of the final plat as approved by the council and signed by the city clerk shall be filed with the administrator and retained by the city. The Applicant shall also provide the city with a digital copy of the recorded document with its assigned legal instrument number.
			Council Findings	<i>This standard has been met.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.A	Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the

				comprehensive plan and constructed in compliance with construction standard specifications adopted by the city.
			<i>Council Findings</i>	<i>This standard is not applicable as this project combines two lots within an existing residential neighborhood. No additional improvements are proposed or required for the lot consolidation.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.B	Improvement Plans: Prior to approval of final plat by the Council, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.
			<i>Council Findings</i>	<i>This standard is not applicable as this project combines two lots within an existing residential neighborhood. No additional improvements are proposed or required for the lot consolidation.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.C	Performance Bond: Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather, factors beyond the control of the subdivider, or other conditions as determined acceptable at the sole discretion of the city, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be two years or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.
			<i>Council Findings</i>	<i>This standard is not applicable as this project combines two lots within an existing residential neighborhood. No additional improvements are proposed or required for the lot consolidation.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.D	As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of

				the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.
			<i>Council Findings</i>	<i>This standard is not applicable as this project combines two lots within an existing residential neighborhood. No additional improvements are proposed or required for the lot consolidation.</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>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.

				<p>b. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section.</p> <p>3. Corner lots outside of the original Ketchum Townsite shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use.</p> <p>4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.</p> <p>5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts.</p> <p>6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat. Minimum lot sizes in all cases shall be reversed frontage lot(s).</p>
			<i>Council Findings</i>	<p><i>Standard #1 has been met as the size, width, depth, shape, orientation, and minimum building setback lines of Lot 1A comply with the dimensional standards required in the T-4000 Zone. Standards #2 is not applicable as the lots do not contain 25% slope. Standard #3 is not applicable subject property is not a corner lot. Standard #4 has been met. Standard #5 is met as the a 30-foot-wide landscape easement buffers the property from Warm Springs Road. Standard #6 has been met as Lot 1A has 364 feet of frontage along Warm Springs Road, New Gates Road, and Lloyd Court.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.G	<p>G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</p> <ol style="list-style-type: none"> 1. No block shall be longer than one thousand two hundred feet (1,200'), nor less than four hundred feet (400') between the street intersections, and shall have sufficient depth to provide for two (2) tiers of lots. 2. Blocks shall be laid out in such a manner as to comply with the lot requirements. 3. The layout of blocks shall take into consideration the natural topography of the land to promote access within the subdivision and minimize cuts and fills for roads and minimize adverse impact on environment, watercourses and topographical features. 4. 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.
			<i>Council Findings</i>	<p><i>N/A. This standard is not applicable as this project proposes to combine two lots within an existing residential neighborhood. This application does not create a new block.</i></p>
<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;
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				<p>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</p> <p>13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the County Assessor's office before submitting same to council for preliminary plat approval;</p> <p>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</p> <p>15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;</p> <p>16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;</p> <p>17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement;</p> <p>18. Street lighting shall be required consistent with adopted city standards and where designated shall be installed by the subdivider as a requirement improvement;</p> <p>19. Private streets may be allowed upon recommendation by the commission and approval by the Council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section and chapter 12.04 of this code;</p> <p>20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the Administrator and shall be consistent with the type and design of existing street signs elsewhere in the City;</p> <p>21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by the subdivider. Such construction or improvement shall be in accordance with adopted standard specifications;</p> <p>22. Sidewalks, curbs and gutters shall be required consistent with adopted city standards and where designated shall be a required improvement installed by the subdivider;</p> <p>23. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights-of-way unless approved by the City Council; and</p>
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				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.
			<i>Council Findings</i>	<i>This standard is not applicable as this project proposes to combine two lots within an existing residential neighborhood. This proposal does not create a new street, private road, or bridge.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.I	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.
			<i>Council Findings</i>	<i>This standard is not applicable as this project proposes to combine two lots within an existing residential neighborhood. Alleys are not required in residential neighborhoods.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.J	<p>Required Easements: Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.</p> <p>1. A public utility easement at least ten feet (10') in width shall be required within the street right-of-way boundaries of all private streets. A public utility easement at least five feet (5') in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the City Engineer to be necessary for the provision of adequate public utilities.</p> <p>2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse.</p> <p>3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the Council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the Council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision.</p> <p>4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') scenic easement upon which no permanent structure shall be built in order to protect the</p>

				<p>natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion.</p> <p>5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.</p> <p>6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the City.</p>
			<i>Council Findings</i>	<i>The 30-foot-wide landscape easement along the Warm Springs Road frontage, 24-foot-wide avalanche dam easement, and 5-foot-wide landscaping easement to benefit the Homeowners' Association is indicated on the plat map.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.K	<p>Sanitary Sewage Disposal Improvements: Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider.</p> <p>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>
			<i>Council Findings</i>	<i>This standard is not applicable as this project proposes to combine two lots within an existing residential neighborhood. No sanitary sewage disposal improvements are required for this project.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.L	<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</p>

				Utilities Commission, Idaho Department of Reclamation, and all requirements of the City.
			<i>Council Findings</i>	<i>This standard is not applicable as this project proposes to combine two lots within an existing residential neighborhood. Water system improvements are not required for this project.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.M	Planting Strip Improvements: Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.
			<i>Council Findings</i>	<i>This standard is not applicable as this project proposes to combine two lots within an existing residential neighborhood. Planting strip improvements are not required for this project.</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.

				<p>5. Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction. Until such times as such revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion.</p> <p>6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply:</p> <ul 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.
			<i>Council Findings</i>	<i>This standard is not applicable as this project proposes to combine two lots within an existing residential neighborhood. No grading improvements are proposed or required.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.O	<p>Drainage Improvements: The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the City on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, driveways or improved public easements and</p>

				shall extend across and under the entire improved width including shoulders.
			<i>Council Findings</i>	<i>This standard is not applicable as this project proposes to combine two lots within an existing residential neighborhood. No drainage improvements are proposed or required.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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.
			<i>Council Findings</i>	<i>This standard is not applicable as this project proposes to combine two lots within an existing residential neighborhood. No utilities improvements are proposed or required.</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.
			<i>Council Findings</i>	<i>This standard is not applicable as this project proposes to combine two lots within an existing residential neighborhood. Off-site improvements are not required or proposed with this project.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.R	Avalanche And Mountain Overlay: All improvements and plats (land, planned unit development, townhouse, condominium) created pursuant to this chapter shall comply with City of Ketchum Avalanche Zone District and Mountain Overlay Zoning District requirements as set forth in Title 17 of this Code.
			<i>Council Findings</i>	<i>The plat map shows the blue avalanche hazard area. The project complies with all applicable standards specified in Chapter 17.92 of Ketchum Municipal Code.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.S	Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			<i>Council Findings</i>	<i>This standard is not applicable as this project proposes to combine two lots within an existing residential neighborhood.</i>

CONCLUSIONS OF LAW

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

DECISION

THEREFORE, the Ketchum City Council **approves** the 240 & 260 Lloyd Court Lot Line Shift Application File No. P21-098 this Monday, April 18th, 2022 subject to the following conditions:

CONDITIONS OF APPROVAL

1. The plat mylar shall meet all conditions specified in Table 1: Findings Regarding Contents of Final Plat and Subdivision Design & Development Requirements.
2. The amended subdivision plat shall meet all governing ordinances, requirements, and regulations of the Fire Department (2018 International Fire Code and local Fire Protection Ordinance No. 1217), Building Department (2018 International Existing Building Code, the 2018 International Residential Code, and Title 15 of Ketchum Municipal Code), Utilities Department, Street Department (Title 12 of Ketchum Municipal Code), and the City Engineer.
3. The recorded plat shall show a minimum of two Blaine County Survey Control Monuments with ties to the property and an inverse between the two monuments. The Survey Control Monuments shall be clearly identified on the face of the map.
4. An electronic CAD file shall be submitted to the City of Ketchum prior to final plat signature by the City Clerk. The electronic CAD file shall be submitted to the Blaine County Recorder’s office concurrent with the recording of the Plat containing the following minimum data:
 - a. Line work delineating all parcels and roadways on a CAD layer/level designated as “parcel”;
 - b. Line work delineating all roadway centerlines on a CAD layer/level designated as “road”;and,

- c. Line work that reflects the ties and inverses for the Survey Control Monuments shown on the face of the Plat shall be shown on a CAD layer/level designated as “control”; and,
 - d. All information within the electronic file shall be oriented and scaled to Grid per the Idaho State Plane Coordinate System, Central Zone, NAD1983 (1992), U.S. Survey Feet, using the Blaine County Survey Control Network. Electronic CAD files shall be submitted in a “.dwg”, “.dgn” or “.shp” format and shall be submitted digitally to the City on a compact disc. When the endpoints of the lines submitted are indicated as coincidental with another line, the CAD line endpoints shall be separated by no greater than 0.0001 drawing units.
- 5. The final plat mylar shall contain all items required under Title 50, Chapter 13, Idaho Code as well as all items required pursuant to KMC §16.04.030J including certificates and signatures.
 - 6. The applicant shall provide a copy of the recorded final plat to the Planning and Building Department for the project record.

Findings of Fact **adopted** this 18th day of April 2022.

Neil Bradshaw, Mayor

Tara Fenwick, City Clerk



City of Ketchum
Planning & Building

OFFICIAL USE ONLY	
File Number	021-098
Date Received	11/8/2021
By:	Shawn
Fee Paid	950
Approved Date:	
Denied Date:	
By:	

Lot Line Shift Application - Consolidation

OWNER INFORMATION	
Owner Name: Hilton Holdings LLC	
Mailing Address: PO Box 61020 Denver, CO 80206	
Phone:	
Email:	
PROJECT INFORMATION	
Name of Proposed Plat: Lot 1A, Block 1, Greyhawk II Subdivision Amended	
Representative of Owner: Sean Flynn	
Phone: 208-788-1705	
Mailing Address: 317 N. River St., Hailey, ID 83333	
Email: sflynn@galena-engineering.com	
Legal Land Description: Lots 1 & 2, Block 1, Greyhawk II Subdivision Amended	
Project Address: 260 & 240 Lloyd Ct., Ketchum, ID 83340	
Number of Lots: 2	Number of Units:
Total Land Area in Square Feet: 33,049 Sq. Ft.	Current Zoning District: T-4000
Overlay District: <input type="checkbox"/> Flood <input type="checkbox"/> Mountain <input checked="" type="checkbox"/> Avalanche	
Easements to be Dedicated on the Final Plat (Describe Briefly):	
None	
ATTACHMENTS	
Attachments Necessary to Complete Application:	
1. A copy of a current lot book guarantee and recorded deed to the subject property;	
2. One (1) copy of preliminary plat; and,	
3. A CD or email of an electronic (.pdf) of the plat.	

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

Sean Flynn

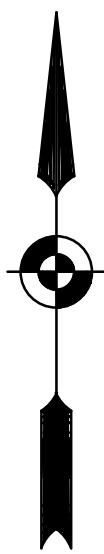
11/4/2021

Signature of Owner/Representative

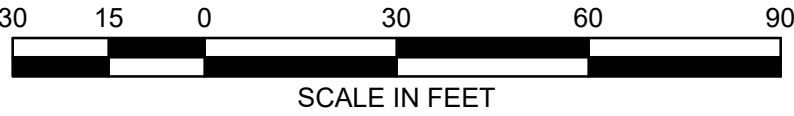
Date

A PLAT SHOWING
LOT 1A, BLOCK 1, GREYHAWK II SUBDIVISION AMENDED
WHEREIN THE COMMON BOUNDARY LINE BETWEEN LOTS 1 & 2 IS VACATED AS SHOWN HEREON
LOCATED WITHIN SECTION 14, T.4N., R.17E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

NOVEMBER 2021

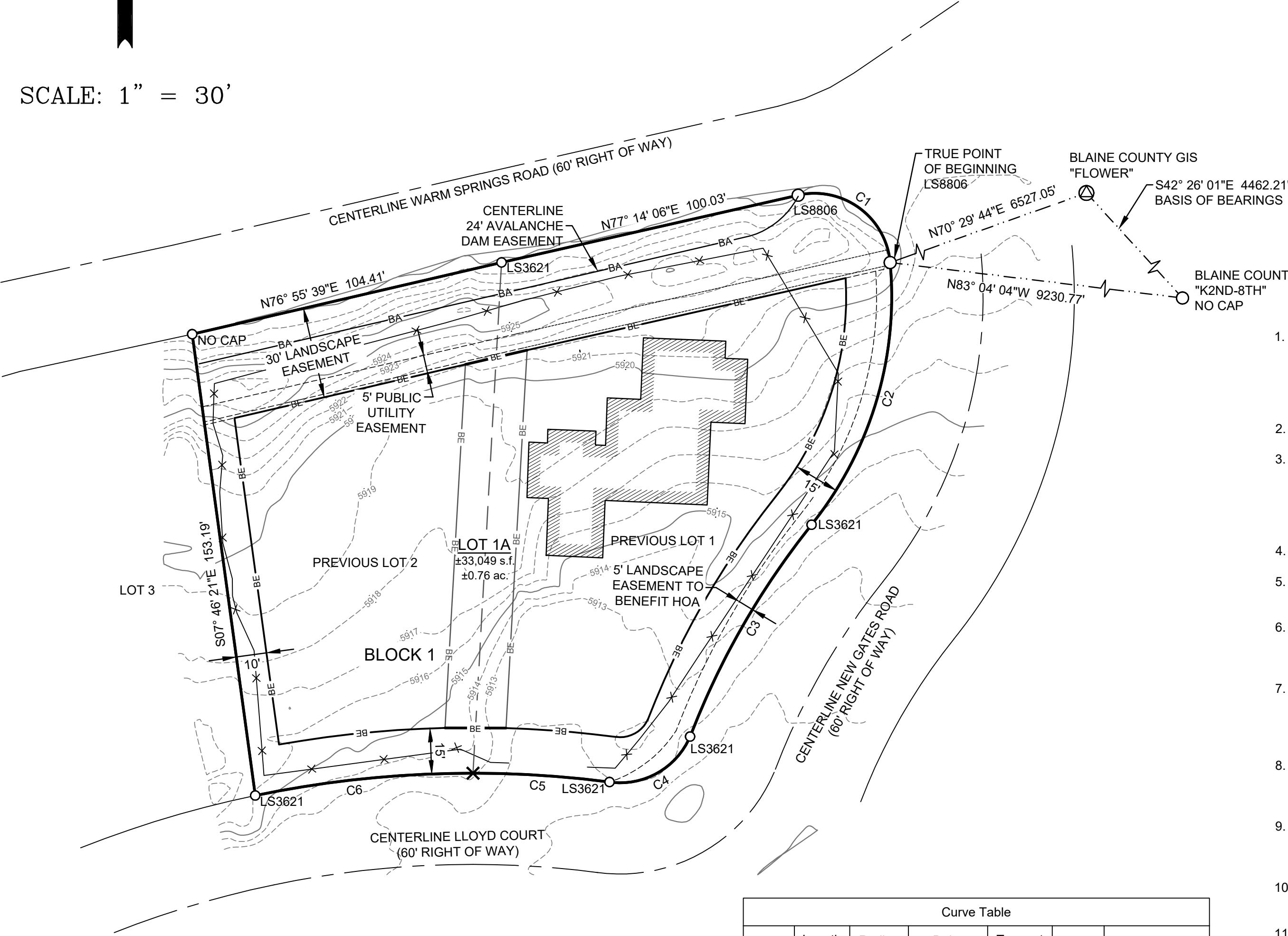


SCALE: 1" = 30'



LEGEND

- Property Line
- Property Line to be Vacated
- Fence Line
- Adjoiner's Lot Line
- Centerline of Right of Way
- Easement, Type & Width as Shown
- GIS Tie Line
- Existing Building Envelope
- Proposed Building Envelope
- Building Envelope to be Vacated
- Blue Avalanche Zone Line, by Mears 1986
- 1' Contour Interval
- 5' Contour Interval
- Existing Building
- Found Aluminum Cap
- Found Magnetic Nail & Washer
- Found 1/2" Rebar
- Found 5/8" Rebar



SURVEY NARRATIVE & NOTES

- The purpose of this survey is to show the monuments found during the boundary retracement of Lots 1 & 2, Block 1, Greyhawk II Subdivision II Amended, vacate the Lot Line between Lots 1 & 2, Block 1, Greyhawk II Subdivision Amended, creating Lot 1A, Block 1, Greyhawk II Subdivision Amended, and adjust the building envelope as shown hereon. The Boundary shown is based on found monuments and the recorded Plat of Greyhawk II Subdivision Amended, instrument number 281786, records of Blaine County, Idaho. Refer to the above referenced document for easements, notes, conditions and restrictions that may apply.
- The distances shown are measured. Refer to the above referenced survey for previous record data.
- A Title Commitment for Lots 1 & 2, Block 1, Greyhawk II Subdivision Amended has been issued by Stewart Title Guaranty Company, File Number 2022957, with a Date of Policy of October 14, 2020. Certain information contained in said title policy may not appear on this map or may affect items shown hereon. It is the responsibility of the owner or agent to review said title policy. All plottable encumbrances and easements listed in the title report are shown hereon. Review of specific documents is required, if further information is desired.
- A 10' Public Utility Easement is centered on interior lot lines and adjacent to exterior lot lines.
- The blue avalanche zone shown is per the Plat of Greyhawk II Subdivision Amended, Instrument Number 281786, records of Blaine County, Idaho.
- An easement adjacent to the north side of Warm Springs has been granted to the Greyhawk Master Association for construction and maintenance of an avalanche control berm. This easement has been recorded as Instrument Number 275593 in the office of the Blaine County Recorder.
- The avalanche control berms shall be maintained to the specifications outlined in the study by Art Mears, P.E., dated March 1986, attached to the conditional use permit granted by the Ketchum City Council April 22, 1986. The study is available for inspection at the Ketchum Planning Office. If the berms are damaged by any means so as to no longer meet the standards of the Mears Study, it is the owners' obligation to restore, repair and/or reconstruct said berms.
- Penetration of either avalanche control berm for access or for any other purpose must be approved administratively by the City of Ketchum prior to commencement of the work. Further, after any such approved penetration, the berm or berms shall be restored, repaired and/or reconstructed to meet the standards set forth in the Mears Avalanche Study dated March 1986.
- Lloyd Court is a private road with public access. The purchaser and/or owner understand and agree that private road construction, maintenance, and snow removal shall be the obligation of the owners, their successors in interest, or the Homeowners Association. Lloyd Court is reserved for Public Utilities.
- Lloyd Court shall be maintained by owners, open and unobstructed year round to a minimum width of 20' and a minimum turning radius of 40' for access by emergency vehicles.
- The current zoning is T-4000. Refer to the City of Ketchum Zoning Ordinance for specific information about this zone.
- The owner is Hilton Holdings LLC, P.O. Box 61020, Denver, CO 80206. The surveyor/representative is Mark Phillips, Galena Engineering, Inc., 317 N. River St., Hailey, ID 83333.

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 District Health Dept., EHS

Curve Table						
Curve	Length	Radius	Delta	Tangent	Chord	Chord Direction
C1	42.39'	25.01'	97° 07' 10"	28.33'	37.49'	N53° 49' 11"W
C2	92.32'	120.04'	44° 03' 55"	48.58'	90.06'	N16° 40' 27"E
C3	80.66'	260.08'	17° 46' 10"	40.66'	80.34'	S29° 49' 19"W
C4	32.73'	25.01'	74° 58' 57"	19.18'	30.44'	N60° 33' 18"E
C5	45.03'	350.10'	7° 22' 09"	22.55'	45.00'	N86° 16' 35"W
C6	72.11'	350.10'	11° 48' 05"	36.18'	71.98'	S84° 08' 18"W



PRELIMINARY

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

LOT 1A, BLOCK 1,
GREYHAWK II SUBDIVISION
AMENDED

GALENA ENGINEERING, INC.
HAILEY, IDAHO

SHEET 1 OF 2

Job No. 1895-01

Instrument # 674418

HAILEY, BLAINE, IDAHO
10-14-2020 1:26:04 PM No. of Pages: 2
Recorded for: BLAINE COUNTY TITLE
JOLYNN DRAGE Fee: \$15.00
Ex-Officio Recorder Deputy: JB
Electronically Recorded by Simplifile



WARRANTY DEED

FOR VALUE RECEIVED

Mickey W. Taylor and Karen Lee Taylor, husband and wife

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

Hilton Holdings, LLC, a Delaware limited liability company

GRANTEE(S) whose current address is: P.O. Box 61020, Denver, CO 80206

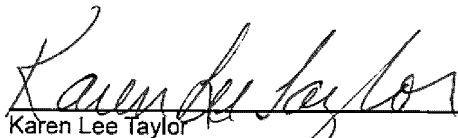
the following described premises, to-wit:

Lots 1 and 2 in Block 1 of GREYHAWK II SUBDIVISION AMENDED, according to the official plat thereof, recorded as Instrument No. 281786, Records of Blaine County, Idaho.

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

Dated this 8th day of October, 2020.


Mickey W. Taylor

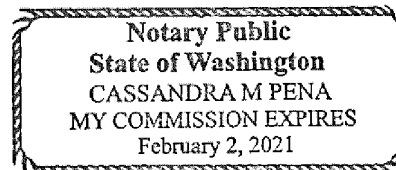

Karen Lee Taylor

State of Washington -
County of Yakima

This record was acknowledged before me on 9th day of October, 2020, by Mickey W. Taylor and Karen Lee Taylor.

Cassandra M. Peña
Notary Public Cassandra M. Peña
My Commission Expires: Feb. 2, 2021

(STAMP)





ALTA OWNER'S POLICY OF TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, STEWART TITLE GUARANTY COMPANY, a Texas corporation, (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.

Countersigned by:


Authorized Countersignature

Blaine County Title, Inc.
360 Sun Valley Road
P.O. Box 3176
Ketchum, ID 83340
(208) 726-0700
Agent ID: 120037




Frederick H. Eppinger
President and CEO


Denise Carraux
Secretary

For coverage information or assistance resolving a complaint, call (800) 729-1902 or visit www.stewart.com. To make a claim, furnish written notice in accordance with Section 3 of the Conditions.

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File No. 2022957

ALTA Owner's Policy 06-17-06

Page 1 of 4 of Policy Serial No.: O-0000-340286018

AMERICAN
LAND TITLE
ASSOCIATION

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COVERED RISKS (Continued)

9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely; or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
 10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.
- The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;

- (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
- (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) the term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured.
 - (2) if the grantee wholly owns the named Insured.
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the

Insured named in Schedule A for estate planning purposes.

- (ii) with regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

CONDITIONS (Continued)

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the

Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
 - (i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
 - (ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

CONDITIONS (Continued)

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
 - (i) the Amount of Insurance; or
 - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
 - (i) the Amount of Insurance shall be increased by 10%, and
 - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at Claims Department at P.O. Box 2029, Houston, TX 77252-2029.

ALTA OWNER'S POLICY OF TITLE INSURANCE SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

**Name and Address of
Title Insurance Company:**

Stewart Title Guaranty Company
P.O. Box 2029, Houston, TX 77252

File No.: 2022957

Policy No.: O-0000-340286018

Address Reference: 240 Lloyd Ct, Ketchum, ID 83340 and 260 Lloyd Ct., Ketchum, ID 83340
(For Company Reference Purposes Only)

Amount of Insurance: \$5,000,000.00

Premium: \$10,780.00

Date of Policy: October 14, 2020 at 1:26pm

1. Name of Insured:

Hilton Holdings, LLC, a Delaware limited liability company

2. The estate or interest in the Land that is insured by this policy is:

Fee Simple

3. Title is vested in:

Hilton Holdings, LLC, a Delaware limited liability company

4. The Land referred to in this policy is described as follows:

Lots 1 and 2 in Block 1 of GREYHAWK II SUBDIVISION AMENDED, according to the official plat thereof, recorded as Instrument No. 281786, Records of Blaine County, Idaho.

SCHEDULE B

File No.: 2022957

Policy No.: O-0000-340286018

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by public record.
2. Any facts, rights, interests, or claims which are not shown by the public records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, liens, or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortages in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims, or title to water.
6. Any lien or right to a lien for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. Stewart makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interest that are not listed.
8. General taxes for the year 2020 and subsequent years, which are a lien due not yet payable.
9. Water and sewer charges of the City of Ketchum.
10. Ketchum rubbish charges billed by Clear Creek Disposal.
11. Levies and Assessments of Greyhawk Master Association, Inc.
12. Notes, Easements and Restrictions as shown on the plat of Greyhawk Subdivision, recorded August 12, 1986 as [Instrument No. 275580](#), records of Blaine County, Idaho.
13. Easement Grant, including the terms and provisions thereof, in favor of Greyhawk Master Association, Inc., an Idaho nonprofit corporation, recorded August 12, 1986 as [Instrument No. 275593](#), records of Blaine County, Idaho.
14. Notes, Easements and Restrictions of as shown on the plat of Greyhawk II Subdivision, recorded August 14, 1986 as [Instrument No. 275657](#), records of Blaine County, Idaho.



SCHEDULE B

15. Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens (provisions, if any, based on race, color, religion, or national origin are omitted) provided in the Declaration Establishing Covenants, Conditions and Restrictions for Greyhawk recorded August 14, 1986 as [Instrument No. 275658](#) and Amended as [Instrument No.'s 275659](#), [276384](#), [285257](#) and [470271](#), records of Blaine County, Idaho.
16. Underground Power Line Easement, including the terms and provisions thereof, in favor of Idaho Power Company, recorded January 30, 1987 as [Instrument No. 281534](#), records of Blaine County, Idaho.
17. Notes, Easements and Restrictions as shown on the plat of Greyhawk II Subdivision Amended, recorded February 9, 1987 as [Instrument No. 281786](#), records of Blaine County, Idaho.
18. Any adverse claim based upon the assertion that
 - a) Some portion of the land forms the bed or bank of a navigable river or lake, or lies below the mean high water mark thereof;
 - b) The boundary of the land has been affected by a change in the course or water level of a navigable river or lake;
 - c) The land is subject to water rights, claims or title to water and to any law or governmental regulation pertaining to wetlands.





City of Ketchum

April 18, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Hold a Public Hearing and Approve the 132 & 136 Short Swing Lane Lot Line Shift Application

Recommendation and Summary

Staff recommends the Ketchum City Council hold a public hearing and approve the Lot Line Shift Application proposing to combine the two lots located at 132 and 136 Short Swing Lane.

Recommended Motion: "I move to approve the 132 and 136 Short Swing Lane Lot Line Shift Application subject to conditions of approval 1-6."

The reasons for the recommendation are as follows:

- The request to combine the two lots meets all applicable standards for Readjustment of Lot Lines as specified in the City's subdivision regulations and the project meets all zoning requirements.
- Consistent with Ketchum Municipal Code (KMC) §16.04.020, the proposal meets the definition of Readjustment of Lot Lines because: (1) the project does not reduce the area, frontage, width, depth, or building setback lines below the minimum requirements, (2) amended Lot 9A will comply with all dimensional standards required in the GR-L Zone, and (3) the proposal does not create additional lots or dwelling units.

Analysis

This Lot Line Shift application, submitted by Benchmark Associates on behalf of property owner Anne Corrock, proposes to combine Lots 9 and 10 within Block 1 of Warm Springs Subdivision No. 3 located at 132 and 136 Short Swing Lane within the City's General Residential Low Density (GR-L) Zoning District. The total area of amended Lot 9A will be 18,477 square feet and the lot width will be 160 feet.

Existing Lot 9 located at 132 Short Swing Lane is developed with an existing single-family home that was constructed in 1986 (Building Permit Application File No. 86-016). Lot 10 located at 136 Short Swing Lane is undeveloped. The applicant, who owns both properties, wants to construct a detached garage on this vacant lot. Detached garages are permitted as an accessory use to the principal residential use in the GR-L Zone (KMC §17.12.020). Accessory structures may only be constructed if the principal use is lawfully established on the subject site pursuant to Ketchum Municipal Code §17.12.020.A6. A detached garage alone could not be constructed on the vacant property. Lot 10 would need to be developed with a principal residence before any accessory structures may be constructed on the property. Combining the two lots will allow the applicant to construct the detached garage because Lot 9A is developed with an existing home.

Consistent with KMC §16.04.060.B, the Readjustment of Lot Lines application was transmitted to City Departments including the City Engineer, Fire, Building, Utilities, and Streets departments for review. The City Departments had no concerns or comments regarding the proposed lot consolidation. As conditioned, the proposed Warm Springs Subdivision No. 3: Block 1: Lot 9A subdivision plat meets the standards for Readjustment of Lot Lines under Title 16 of Ketchum Municipal Code.

Sustainability

The proposed lot consolidation does not limit the City's ability to reach the goals of the 2020 Ketchum Sustainability Action Plan.

Financial Impact

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

Attachments:

- A. Draft Findings of Fact, Conclusions of Law, and Decision
- B. Lot Line Shift Application Submittal



City of Ketchum
Planning & Building

IN RE:)
)
132 & 136 Short Swing Lane) KETCHUM CITY COUNCIL
Lot Line Shift (Readjustment of Lot Lines)) FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
Date: April 18, 2022) DECISION
)
File Number: P22-009)

Findings Regarding Application Filed

PROJECT: 132 & 136 Short Swing Lane Lot Line Shift

APPLICATION TYPE: Lot Line Shift (Readjustment of Lot Lines)

FILE NUMBER: P22-009

OWNER: Anne Corrock

REPRESENTATIVE: Dave Patrie, Benchmark Associates

REQUEST: Combine Lots 9 and 10 within Block 1 of Warm Springs Subdivision No. 3

LOCATION: 132 & 136 Short Swing Lane (Warm Springs Subdivision No. 3: Block 1: Lots 9 & 10)

NOTICE: A public hearing notice was mailed to all property owners within 300 feet of the project site and political subdivisions on March 30th, 2022. The public hearing notice was published in the Idaho Mountain Express on March 30th, 2022. The public hearing notice was posted on the city's website on March 30th, 2022.

ZONING: General Residential Low Density (GR-L)

Findings Regarding Application Filed

This Lot Line Shift application, submitted by Benchmark Associates on behalf of property owner Anne Corrock, proposes to combine Lots 9 and 10 within Block 1 of Warm Springs Subdivision No. 3 located at 132 and 136 Short Swing Lane within the City's General Residential Low Density (GR-L) Zoning District. The total area of amended Lot 9A will be 18,477 square feet and the lot width will be 160 feet. Existing Lot 9 located at 132 Short Swing Lane is developed with an existing single-family home that was constructed in 1986 (Building Permit Application File No. 86-016). Lot 10 located at 136 Short Swing Lane is undeveloped. The applicant, who owns both properties, wants to construct a detached garage on this vacant lot. Detached garages are permitted as an accessory use to the principal residential use in the

GR-L Zone (KMC §17.12.020). Accessory structures may only be constructed if the principal use is lawfully established on the subject site pursuant to Ketchum Municipal Code §17.12.020.A6. A detached garage alone could not be constructed on the vacant property. Lot 10 would need to be developed with a principal residence before any accessory structures may be constructed on the property. Combining the two lots will allow the applicant to construct the detached garage because Lot 9A is developed with an existing home.

Findings Regarding Readjustment of Lot Lines (KMC §16.04.060)

Consistent with Ketchum Municipal Code (KMC) §16.04.020, the proposal meets the definition of *Readjustment of Lot Lines* because: (1) the project does not reduce the area, frontage, width, depth, or building setback lines below the minimum requirements, (2) amended Lot 9A will comply with all dimensional standards required in the GR-L Zone, and (3) the proposal does not create additional lots or dwelling units.

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

Consistent with KMC §16.04.060.B, the Readjustment of Lot Lines application was transmitted to City Departments including the City Engineer, Fire, Building, Utilities, and Streets departments for review. The City Departments had no concerns or comments regarding the proposed lot consolidation. As specified in Condition of Approval #2, the amended plat map shall meet all governing ordinances, requirements, and regulations of the Fire Department (2018 International Fire Code and local Fire Protection Ordinance No.1217), Building Department (2018 International Existing Building Code, the 2018 International Residential Code, and Title 15 of Ketchum Municipal Code), Utilities Department, Street Department (Title 12 of Ketchum Municipal Code), and the City Engineer.

All land, condominium, and townhouse subdivisions within the City of Ketchum are subject to the standards contained in Ketchum Municipal Code, Title 16, Subdivision Regulations. Pursuant to Ketchum Municipal Code §16.04.010.D, the change or modification of boundary lines, whether or not any additional lot is created, shall comply with these regulations. Many subdivision standards are related to the design and construction of multiple new lots that will form new blocks and infrastructure, such as streets that will be dedicated and maintained by the City. The standards for certain improvements (KMC §16.04.040), including street, sanitary sewage disposal, and planting strip improvements, are not applicable as the project proposes to combine two lots within an existing residential neighborhood. As conditioned, the proposed Warm Springs Subdivision No. 3: Block 1: Lot 9A subdivision plat meets the standards for Readjustment of Lot Lines under Title 16 of Ketchum Municipal Code.

Table 1: Findings Regarding Contents of Final Plat and Subdivision Design & Development Requirements

Findings Regarding Contents of Final Plat and Subdivision Design & Development Requirements				
Compliant			Standards and Council Findings	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K	Contents Of Final Plat: The final plat shall be drawn at such a scale and contain such lettering as to enable same to be placed upon sheets of eighteen inch by twenty four inch (18" x 24") Mylar paper with no part of the drawing nearer to the edge than one-half inch (1/2"), and shall be in conformance with the provisions of title 50, chapter 13, Idaho Code. The reverse side of such sheet shall not be used for any portion of the drawing, but may contain written matter as to dedications, certificates, signatures, and other information. The contents of the final plat shall include all items required under title 50, chapter 13, Idaho Code, and also shall include the following:
			<i>Council Findings</i>	<i>The final plat mylar paper shall be prepared following Ketchum City Council review and approval of the lot line shift application and shall meet these standards.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.1	Point of beginning of subdivision description tied to at least two (2) governmental survey corners, or in lieu of government survey corners, to monuments recognized by the city engineer.
			<i>Council Findings</i>	<i>As conditioned, this standard shall be met. The final plat mylar shall show a minimum of two Blaine County survey control monuments with ties to the property. The survey control monuments shall be clearly identified on the face of the map.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.2	Location and description of monuments.
				<i>As conditioned, this standard shall be met. The final plat mylar shall show the location and description of monuments.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.3	Tract boundary lines, property lines, lot lines, street right of way lines and centerlines, other rights of way and easement lines, building envelopes as required on the preliminary plat, lot area of each lot, boundaries of floodplain and floodway and avalanche district, all with bearings, accurate dimensions in feet and decimals, in degrees and minutes and radii, arcs, central angles, tangents and chord lengths of all curves to the above accuracy.
			<i>Council Findings</i>	<i>The amended plat shows the property lines and specifies the total area of amended Lot 9A. The Short Swing Lane right-of-way lines are shown the amended plan. The property does not contain avalanche hazard area or floodplain.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.4	Names and locations of all adjoining subdivisions.
			<i>Council Findings</i>	<i>The plat map indicates neighboring Schernthanner Acres Subdivision, Sunshine Subdivision, and North Pass Townhomes.</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.

			<i>Council Findings</i>	<i>This standard has been met. The plat map specifies the 60-foot-width of the Short Swing Lane right-of-way.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.6	Location, dimension and purpose of all easements, public or private.
			<i>Council Findings</i>	<i>N/A as the existing property contains no existing public or private easements and none are required.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.7	The blocks numbered consecutively throughout each block.
			<i>Council Findings</i>	<i>N/A. This lot line application combines two lots within an existing residential subdivision and does not create a new block.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.8	The outline of any property, other than a street, alley or easement, which is offered for dedication to public use, fully dimensioned by distances and bearings with the area marked "Dedicated to the City of Ketchum for Public Use", together with any other descriptive language with regard to the precise nature of the use of the land so dedicated.
			<i>Council Findings</i>	<i>N/A as no dedications of this type are proposed or required.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.9	The title, which shall include the name of the subdivision, the name of the city, if appropriate, county and state, and the location and description of the subdivision referenced to section, township, range.
			<i>Council Findings</i>	<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.10	Scale, north arrow and date.
				<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.11	Location, width, and names of all existing or dedicated streets and other public ways within or adjacent to the proposed subdivision
			<i>Council Findings</i>	<i>This standard has been met. The Short Swing Lane right-of-way is indicated on the plat map.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.12	A provision in the owner's certificate referencing the county recorder's instrument number where the condominium declaration(s) and/or articles of incorporation of homeowners' association governing the subdivision are recorded.
			<i>Council Findings</i>	<i>N/A as the existing residential subdivision is not governed by a homeowners' association.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.13	Certificate by registered engineer or surveyor preparing the map certifying to the accuracy of surveying plat.
			<i>Council Findings</i>	<i>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.
			<i>Council Findings</i>	<i>This standard has been met. A title report and warranty deeds were submitted for the properties.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.15	Certification of owner(s) of record and all holders of security interest(s) of record with regard to such property.

			<i>Council Findings</i>	<i>As conditioned, this standard will be met prior to recordation of the final plat. The signature block page shall include a certificate of ownership and associated acknowledgement from all owners and holders of security interest with regard to the subject property, which shall be signed following Ketchum City Council review and approval of the application and prior to recordation of the final plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.16	Certification and signature of engineer (surveyor) verifying that the subdivision and design standards meet all city requirements.
			<i>Council Findings</i>	<i>As conditioned, this standard will be met prior to recordation of the final plat. The signature block page shall include the certification and signature of the surveyor verifying that the subdivision and design standards meet all City requirements.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.17	Certification and signature of the city engineer verifying that the subdivision and design standards meet all city requirements.
			<i>Council Findings</i>	<i>As conditioned, this standard will be met prior to recordation of the final plat. The signature block page shall include the City Engineer's approval and verification that the subdivision and design standards meet all City requirements.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.18	Certification and signature of the city clerk of the city of Ketchum verifying that the subdivision has been approved by the council.
			<i>Council Findings</i>	<i>As conditioned, this standard will be met prior to recordation of the final plat. The signature block page shall include the certification and signature of the City Clerk verifying the subdivision has been approved by City Council.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.19	Notation of any additional restrictions imposed by the council on the development of such subdivision to provide for the public health, safety and welfare.
			<i>Council Findings</i>	<i>This standard is not applicable because no additional restrictions are necessary to provide for the public health, safety, and welfare.</i>
<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.
			<i>Council Findings</i>	<i>This standard has been met.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.A	Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city.
			<i>Council Findings</i>	<i>This standard is not applicable as this project combines two lots within an existing residential neighborhood. No additional improvements are proposed or required for the lot consolidation.</i>

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.B	Improvement Plans: Prior to approval of final plat by the Council, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.
			<i>Council Findings</i>	<i>This standard is not applicable as this project combines two lots within an existing residential neighborhood. No additional improvements are proposed or required for the lot consolidation.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.C	Performance Bond: Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather, factors beyond the control of the subdivider, or other conditions as determined acceptable at the sole discretion of the city, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be two years or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.
			<i>Council Findings</i>	<i>This standard is not applicable as this project combines two lots within an existing residential neighborhood. No additional improvements are proposed or required for the lot consolidation.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.D	As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.
			<i>Council Findings</i>	<i>This standard is not applicable as this project combines two lots within an existing residential neighborhood. No additional improvements are proposed or required for the lot consolidation.</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>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.

				<p>3. Corner lots outside of the original Ketchum Townsite shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use.</p> <p>4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.</p> <p>5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts.</p> <p>6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat. Minimum lot sizes in all cases shall be reversed frontage lot(s).</p>
			<i>Council Findings</i>	<p><i>Standard #1 has been met as the size, width, depth, shape, orientation, and minimum building setback lines of Lot 9A comply with the dimensional standards required in the GR-L Zone. Standards #2 is not applicable as the lots are flat and do not contain 25% slope. Standard #3 is not applicable subject property is not a corner lot. Standard #4 has been met. Standard #5 is not applicable as the property is not a double frontage lot and is not adjacent to an arterial street or incompatible zoning district. Standard #6 has been met as Lot 9A has 67 feet of frontage along Sage Road.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.G	<p>G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</p> <ol style="list-style-type: none"> 1. No block shall be longer than one thousand two hundred feet (1,200'), nor less than four hundred feet (400') between the street intersections, and shall have sufficient depth to provide for two (2) tiers of lots. 2. Blocks shall be laid out in such a manner as to comply with the lot requirements. 3. The layout of blocks shall take into consideration the natural topography of the land to promote access within the subdivision and minimize cuts and fills for roads and minimize adverse impact on environment, watercourses and topographical features. 4. 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.
			<i>Council Findings</i>	<p><i>N/A. This standard is not applicable as this project proposes to combine two lots within an existing residential neighborhood. This application does not create a new block.</i></p>
<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,

			<p>topography, public convenience and safety, and the proposed uses of the land;</p> <p>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;</p> <p>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;</p> <p>4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods;</p> <p>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;</p> <p>6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated;</p> <p>7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended;</p> <p>8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;</p> <p>9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);</p> <p>10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;</p> <p>11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;</p> <p>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</p>
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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>
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			Council Findings	<i>This standard is not applicable as this project proposes to combine two lots within an existing residential neighborhood. This proposal does not create a new street, private road, or bridge.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.I	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.
			Council Findings	<i>This standard is not applicable as this project proposes to combine two lots within an existing residential neighborhood. Alleys are not required in residential neighborhoods.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J	<p>Required Easements: Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.</p> <p>1. A public utility easement at least ten feet (10') in width shall be required within the street right-of-way boundaries of all private streets. A public utility easement at least five feet (5') in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the City Engineer to be necessary for the provision of adequate public utilities.</p> <p>2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse.</p> <p>3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the Council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the Council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision.</p> <p>4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion.</p>

				<p>5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.</p> <p>6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the City.</p>
			<i>Council Findings</i>	<i>N/A. No easements are proposed or required for this project. The project does not create a new private street. The property is not adjacent to Warm Springs or located within the floodplain or riparian area.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.K	<p>Sanitary Sewage Disposal Improvements: Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider.</p> <p>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>
			<i>Council Findings</i>	<i>This standard is not applicable as this project proposes to combine two lots within an existing residential neighborhood. No sanitary sewage disposal improvements are required for this project.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.L	<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>

			<i>Council Findings</i>	<i>This standard is not applicable as this project proposes to combine two lots within an existing residential neighborhood. Water system improvements are not required for this project.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.M	Planting Strip Improvements: Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.
			<i>Council Findings</i>	<i>This standard is not applicable as this project proposes to combine two lots within an existing residential neighborhood. Planting strip improvements are not required for this project.</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

				<p>completion of the construction. Until such times as such revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion.</p> <p>6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply:</p> <ul style="list-style-type: none"> a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability. b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHTO T99 (American Association of State Highway Officials) and ASTM D698 (American Standard Testing Methods). c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability. d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or where fill slope toes out 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.
			<i>Council Findings</i>	<i>This standard is not applicable as this project proposes to combine two lots within an existing residential neighborhood. No grading improvements are proposed or required.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.O	<p>Drainage Improvements: The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the City on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders.</p>

			Council Findings	<i>This standard is not applicable as this project proposes to combine two lots within an existing residential neighborhood. No drainage improvements are proposed or required.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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.
			Council Findings	<i>This standard is not applicable as this project proposes to combine two lots within an existing residential neighborhood. No utilities improvements are proposed or required.</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.
			Council Findings	<i>This standard is not applicable as this project proposes to combine two lots within an existing residential neighborhood. Off-site improvements are not required or proposed with this project.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.R	Avalanche And Mountain Overlay: All improvements and plats (land, planned unit development, townhouse, condominium) created pursuant to this chapter shall comply with City of Ketchum Avalanche Zone District and Mountain Overlay Zoning District requirements as set forth in Title 17 of this Code.
			Council Findings	<i>N/A as this property is not located within the Avalanche Zone or Mountain Overlay.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.S	Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			Council Findings	<i>This standard is not applicable as this project proposes to combine two lots within an existing residential neighborhood.</i>

CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code and is required and has exercised its authority pursuant to the Local Land Use Planning Act codified at Chapter 65 of Title 67 Idaho Code and pursuant to Chapters 3, 9 and 13 of Title 50 Idaho Code to enact the ordinances and regulations, which ordinances are codified in the Ketchum City Code ("KMC") and are identified

in the Findings of Fact and which are herein restated as Conclusions of Law by this reference and which city ordinances govern the applicant's application.

2. The Ketchum City Council has authority to hear the applicant's Lot Line Shift Application pursuant to Chapter 16.04 of Ketchum Code Title 16.
3. The City of Ketchum Planning Department provided adequate notice for the review of this application.
4. The Lot Line Shift (Readjustment of Lot Lines) application is governed under Sections 16.04.010, 16.04.020, 16.04.030, 16.04.040, and 16.04.060 of Ketchum Municipal Code Chapter 16.04.
5. As conditioned, the proposed Lot Line Shift meets the standards for approval under Title 16 of Ketchum Municipal Code.

DECISION

THEREFORE, the Ketchum City Council **approves** the 132 & 136 Short Swing Lane Lot Line Shift Application File No. P22-009 this Monday, April 18th, 2022 subject to the following conditions:

CONDITIONS OF APPROVAL

1. The plat mylar shall meet all conditions specified in Table 1: Findings Regarding Contents of Final Plat and Subdivision Design & Development Requirements.
2. The amended subdivision plat shall meet all governing ordinances, requirements, and regulations of the Fire Department (2018 International Fire Code and local Fire Protection Ordinance No. 1217), Building Department (2018 International Existing Building Code, the 2018 International Residential Code, and Title 15 of Ketchum Municipal Code), Utilities Department, Street Department (Title 12 of Ketchum Municipal Code), and the City Engineer.
3. The recorded plat shall show a minimum of two Blaine County Survey Control Monuments with ties to the property and an inverse between the two monuments. The Survey Control Monuments shall be clearly identified on the face of the map.
4. An electronic CAD file shall be submitted to the City of Ketchum prior to final plat signature by the City Clerk. The electronic CAD file shall be submitted to the Blaine County Recorder's office concurrent with the recording of the Plat containing the following minimum data:
 - a. Line work delineating all parcels and roadways on a CAD layer/level designated as "parcel";
 - b. Line work delineating all roadway centerlines on a CAD layer/level designated as "road"; and,
 - c. Line work that reflects the ties and inverses for the Survey Control Monuments shown on the face of the Plat shall be shown on a CAD layer/level designated as "control"; and,
 - d. All information within the electronic file shall be oriented and scaled to Grid per the Idaho State Plane Coordinate System, Central Zone, NAD1983 (1992), U.S. Survey Feet, using the Blaine County Survey Control Network. Electronic CAD files shall be submitted in a ".dwg", ".dgn" or ".shp" format and shall be submitted digitally to the City on a compact disc. When the endpoints of the lines submitted are indicated as coincidental with

another line, the CAD line endpoints shall be separated by no greater than 0.0001 drawing units.

5. The final plat mylar shall contain all items required under Title 50, Chapter 13, Idaho Code as well as all items required pursuant to KMC §16.04.030J including certificates and signatures.
6. The applicant shall provide a copy of the recorded final plat to the Planning and Building Department for the project record.

Findings of Fact **adopted** this 18th day of April 2022.

Neil Bradshaw, Mayor

Tara Fenwick, City Clerk



City of Ketchum
Planning & Building

OFFICIAL USE ONLY	
File No:	P22-009
Date:	2/8/22
By:	[Signature]
Fee Paid:	\$950
Approved Date:	
Denied Date:	
By:	

Lot Line Shift Application

OWNER INFORMATION	
Owner Name: Anne Corrock	
Mailing Address: PO Box 10135, Ketchum, ID 83340	
Phone: 208-726-5821	
Email: annecorrock@gmail.com	
PROJECT INFORMATION	
Name of Proposed Plat: Warm Springs Sub'd No. 3: Block 1, Lot 9A	
Representative of Owner: Benchmark Associates, Dave Patrie	
Phone: 208-726-9512 Ext. 113	
Mailing Address: P.O. Box 733	
Email: dave@bma5b.com	
Legal Land Description: Warm Sp[rings Sub'd No. 3: Block 1, Lots 9 & 10	
Street Address: 132 & 136 Short Swing Lane	
Number of Lots: 1	Number of Units:
Total Land Area in Square Feet: +/- 18,477 S.F.	Current Zoning District: GR-L General Residential, Low Density
Overlay District: <input type="checkbox"/> Flood <input type="checkbox"/> Mountain <input type="checkbox"/> Avalanche	
Easements to be Dedicated on the Final Plat (Describe Briefly):	
No Easments.	
ATTACHMENTS	
Attachments Necessary to Complete Application:	
1. A copy of a current lot book guarantee and recorded deed to the subject property;	
2. One (1) copy of preliminary plat; and,	
3. A CD or email of an electronic (.pdf) of the plat.	

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

David Patrie (representative) 1/18/22
Signature of Owner/Representative Date

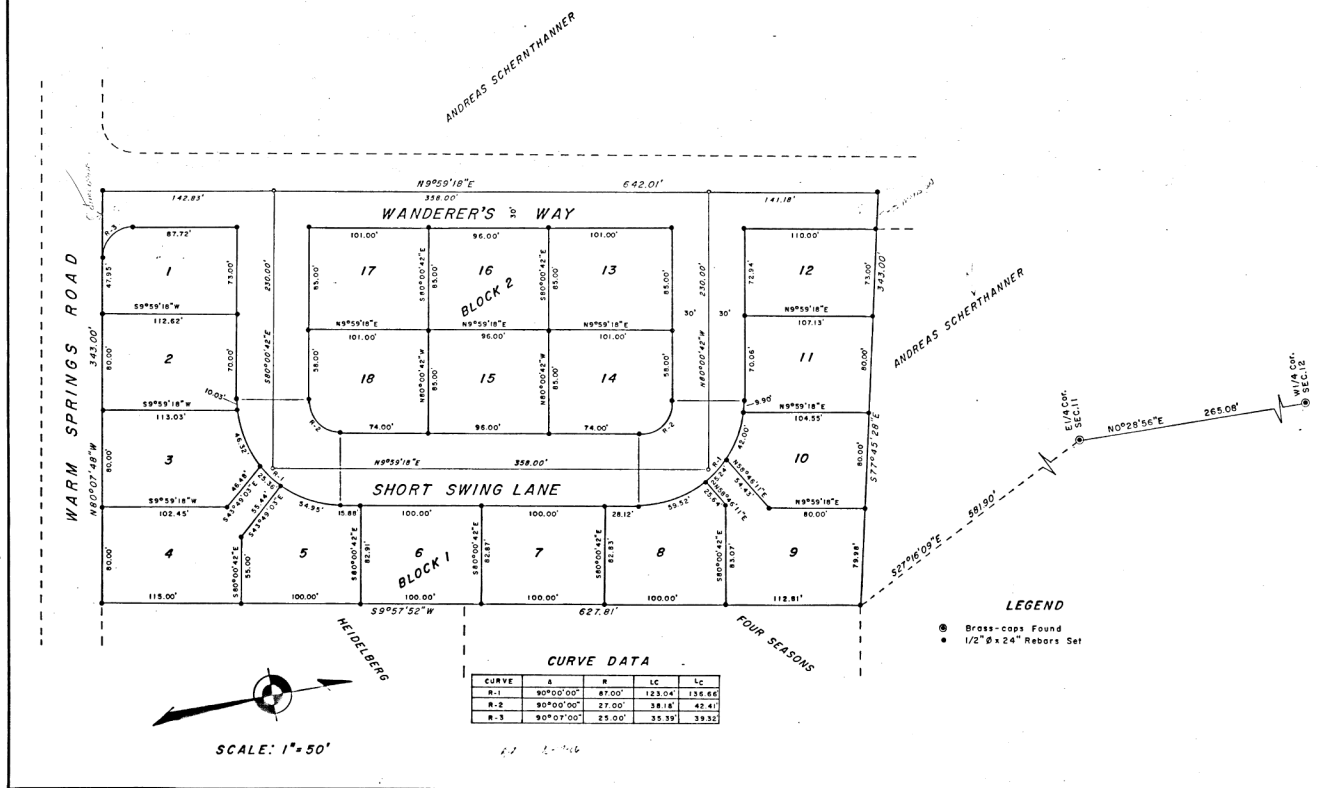
WARM SPRS #74

WARM SPRINGS SUBDIVISION NO.3

SECS. 11 & 12, T4N, R17E, B.M.

KETCHUM

IDAHO



OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS THAT JACK C. CORROCK AND LILA S. CORROCK, HUSBAND AND WIFE, ANDREAS SCHERNTHANNER AND ALICE E. SCHERNTHANNER, HUSBAND AND WIFE AND GLADYS KEEL DO HEREBY CERTIFY THAT THEY ARE THE OWNERS OF A CERTAIN PARCEL OF LAND DESCRIBED AS FOLLOWS:

A PARCEL OF LAND WITHIN SECS. 11 AND 12, T4N, R17E, S.W. KETCHUM, BLAINE COUNTY, IDAHO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE E1/4 COR. OF SAID SEC. 11; THENCE S29°16'09"E, 581.90 FEET TO THE TRUE POINT OF BEGINNING; THENCE S5°57'52"W, 627.81 FEET; THENCE N80°07'48"W, 343.00 FEET; THENCE N9°59'18"E, 642.01 FEET; THENCE S77°45'28"E, 343.00 FEET TO THE TRUE POINT OF BEGINNING, AND SAID PARCEL CONTAINING 8.00 ACRES; THAT IT IS THE INTENTION OF THE UNDERSIGNED TO AND THEY DO HEREBY INCLUDE SAID LAND IN THIS PLAT.

THE OWNERS DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS AS SHOWN ON THIS PLAT.

IN WITNESS WHEREOF, WE HAVE SET OUR HANDS THIS 1st DAY OF June, 1976.

Jack C. Corrock
JACK C. CORROCK
Andreas Schernthanner
ANDREAS SCHERNTHANNER
Gladys Keel
GLADYS KEEL

Lila S. Corrock
LILA S. CORROCK
Alice E. Schernthanner
ALICE E. SCHERNTHANNER

THE COVENANTS FOR THIS FOR THIS SUBDIVISION ARE FILED UNDER INSTRUMENT NUMBER _____ ON THE _____ DAY OF _____, 1976 A.D. IN THE BLAINE COUNTY COURT HOUSE

ACKNOWLEDGEMENT

STATE OF IDAHO)
COUNTY OF BLAINE) ss

ON THIS 1st DAY OF June, 1976, BEFORE ME, A NOTARY PUBLIC FOR IDAHO, PERSONALLY APPEARED JACK C. CORROCK AND LILA S. CORROCK, HUSBAND AND WIFE, ANDREAS SCHERNTHANNER AND ALICE E. SCHERNTHANNER, HUSBAND AND WIFE AND GLADYS KEEL KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE ABOVE INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE SET MY HAND AND SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

MY COMMISSION EXPIRES: 2-20-1977

John M. Ramey
NOTARY PUBLIC

KETCHUM PLANNING AND ZONING COMMISSION'S APPROVAL

THE FOREGOING PLAT OF WARM SPRINGS SUBDIVISION NO. 3 WAS APPROVED AND ACCEPTED THIS 2nd DAY OF June, 1976, BY THE KETCHUM PLANNING AND ZONING COMMISSION, KETCHUM, BLAINE COUNTY, IDAHO.

BY: John M. Ramey

ENGINEER'S CERTIFICATE

I, JAMES A. PATTERSON, A DULY REGISTERED PROFESSIONAL IN THE STATE OF IDAHO DO HEREBY CERTIFY THAT THIS PLAT WARM SPRINGS SUBDIVISION NO. 3 IS A TRUE AND ACCURATE MAP OF THE LAND SURVEYED UNDER MY DIRECT SUPERVISION, THAT THE LOCATION OF STREETS AND LOTS HAVE DEFINITELY BEEN ESTABLISHED AND PERPETUATED IN STRICT ACCORDANCE WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS AND THAT THEY ARE, AS SHOWN HEREON, A PORTION OF SECS. 11 AND 12 AS DESCRIBED IN THE OWNERS' CERTIFICATE.

James A. Patterson
JAMES A. PATTERSON
IDAHO CERTIFICATE NO. 1183

James A. Patterson
JAMES A. PATTERSON, P.E.
IDAHO CERTIFICATE NO. 1183

CITY ENGINEER'S APPROVAL

I, HAROLD J. COX, CITY ENGINEER IN AND FOR THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, DO HEREBY APPROVE THIS PLAT OF WARM SPRINGS SUBDIVISION NO. 3.

Harold J. Cox
HAROLD J. COX, P.E.
IDAHO CERTIFICATE NO. 2263

Harold J. Cox
HAROLD J. COX, P.E.

COUNTY ENGINEER'S CERTIFICATE

THIS IS TO CERTIFY THAT I, JIM M. KOONCE, COUNTY ENGINEER FOR BLAINE COUNTY, IDAHO, HAVE CHECKED THE FOREGOING PLAT AND COMPUTATIONS FOR MATHEMATICS AND HAVE DETERMINED THAT THEY COMPLY WITH THE LAWS OF THE STATE OF IDAHO RELATING THERETO.

Jim M. Koonce
JIM M. KOONCE, P.E.
IDAHO CERTIFICATE NO. 2263

Jim M. Koonce
JIM M. KOONCE, P.E.
IDAHO CERTIFICATE NO. 2263

KETCHUM CITY COUNCIL'S APPROVAL

THE FOREGOING PLAT OF WARM SPRINGS SUBDIVISION NO. 3 WAS APPROVED AND ACCEPTED THIS 2nd DAY OF June, 1976, BY THE KETCHUM CITY COUNCIL, KETCHUM, IDAHO.

BY: John M. Ramey

SANITARY RESTRICTION

COUNTY RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF _____ AT _____ MINUTES PAST _____ O'CLOCK _____ M. THIS _____ DAY OF _____, 1976 A.D. IN MY OFFICE AND DULY RECORDED IN BOOK _____ OF PLATS AT PAGE _____.

INSTRUMENT NO. _____
FEE: _____

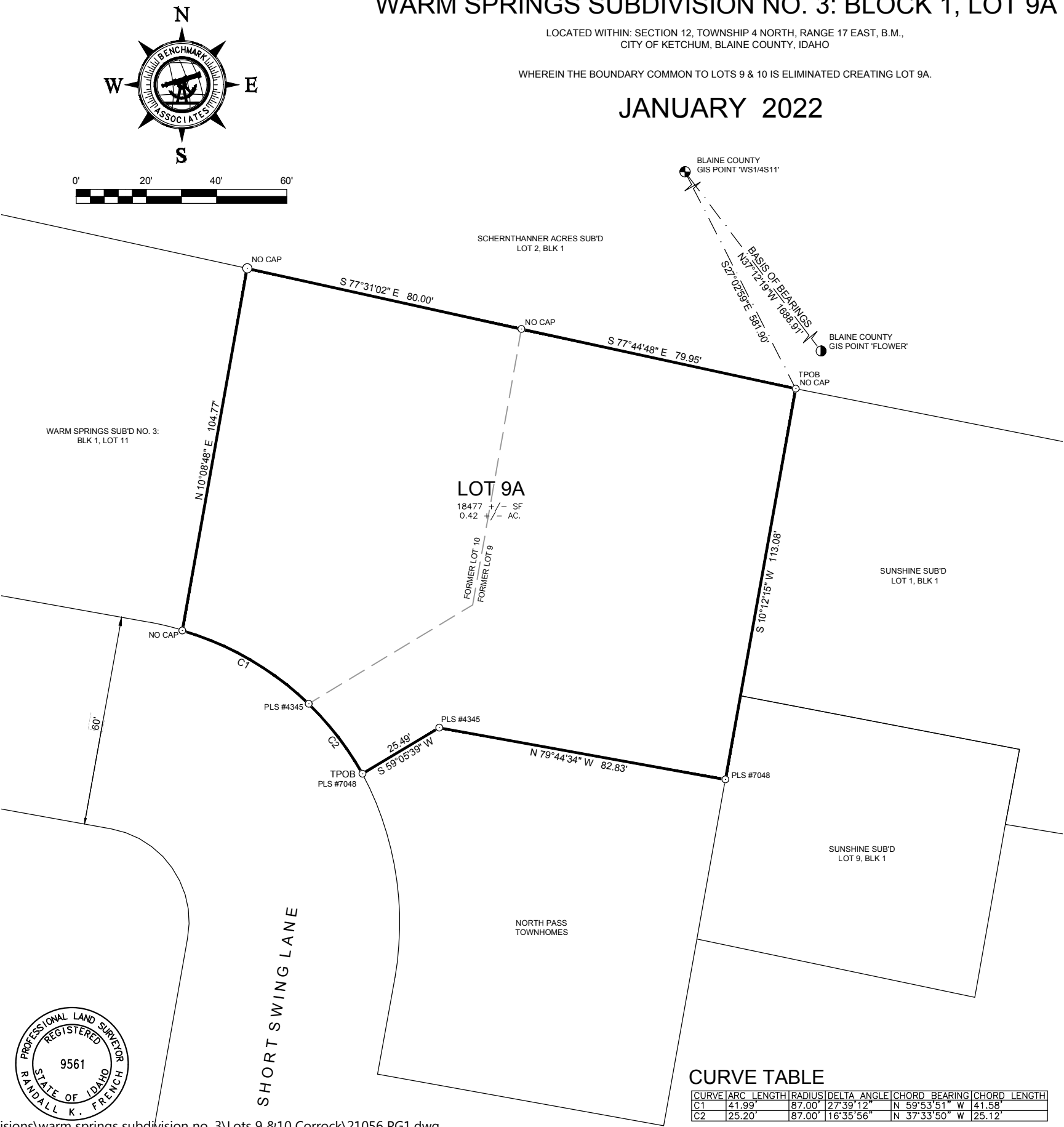
COUNTY RECORDER

WARM SPRINGS SUBDIVISION NO. 3: BLOCK 1, LOT 9A

LOCATED WITHIN: SECTION 12, TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M.,
CITY OF KETCHUM, BLAINE COUNTY, IDAHO

WHEREIN THE BOUNDARY COMMON TO LOTS 9 & 10 IS ELIMINATED CREATING LOT 9A.

JANUARY 2022



LEGEND

	PROPERTY BOUNDARY
	LOT LINE ELIMINATED
	ACCESSORY MONUMENT TIES
	ADJOINING PROPERTY LINE
	MEASURED BEARINGS AND DISTANCES
	FOUND 1/2" REBAR
	FOUND 5/8" REBAR
	FOUND ALUMINUM CAP
	FOUND BRASS CAP

SURVEYOR'S NARRATIVE:

- THE PURPOSE OF THIS PLAT IS TO ELIMINATE THE LOT LINE COMMON TO LOTS 9 & 10, WITHIN BLOCK 1 OF WARM SPRINGS SUBDIVISION NO. 3, CREATING LOT 9A. FOUND MONUMENTS WERE ACCEPTED AS EITHER ORIGINAL OR REPLACEMENTS OF ORIGINAL CORNERS. SET MONUMENT LOCATIONS WERE ESTABLISHED USING PROPORTIONED DISTANCES AND BEARINGS.
- DIMENSIONS SHOWN HEREON ARE MEASURED. FOR RECORD DIMENSIONS, SEE REFERENCED SURVEYS.
- DOCUMENTS USED IN THE COURSE OF THIS SURVEY:
 - ORIGINAL PLAT OF "WARM SPRINGS SUBDIVISION NO. 3", INST. NO. 169338.

NOTES:

- REFER TO THE ORIGINAL PLAT AND CC&R'S OF WARM SPRINGS SUBDIVISION NO. 3 FOR CONDITIONS, RESTRICTIONS AND PLAT NOTES GOVERNING THIS PROPERTY.

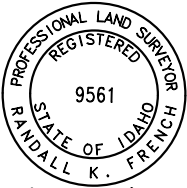
HEALTH CERTIFICATE

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

Date: _____ South Central Public Health District, REHS

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	41.99'	87.00'	27°39'12"	N 59°53'51" W	41.58'
C2	25.20'	87.00'	16°35'56"	N 37°33'50" W	25.12'



WARM SPRINGS SUB'D NO. 3:
BLOCK 1, LOT 9A

LOCATED WITHIN: SECTION 12, T4N, R17E, B.M.,
CITY OF KETCHUM, BLAINE COUNTY, IDAHO

PREPARED FOR: ANNE CORROCK

PROJECT NO. 21056	DWG BY: DWS/CPL	FILE: 21056PG1.DWG
FINAL PLAT	DATE: 01/18/2022	SHEET: 1 OF 2

WARM SPRINGS SUBDIVISION NO. 3: BLOCK 1, LOT 9A

OWNER'S CERTIFICATE

THIS IS TO CERTIFY that ANNE A. CORROCK, aka ANNE ALICE CORROCK, a married woman as her sole and separate property is the owner in fee simple of Real Property described as follows:
A parcel of land located within Section 12, Township 4 North, Range 17 East, Boise Meridian, Ketchum, Idaho, more particularly described as follows:

LOTS 9 & 10, BLOCK 1 of WARM SPRINGS SUBDIVISION NO. 3, according to the official plat thereof, recorded as Instrument No. 169338, records of Blaine County, Idaho.

Pursuant to Idaho Code 50-1334, the undersigned, as owner, does hereby state that the lots on this plat are eligible to receive water service from the Ketchum Water Department, and that said district has agreed in writing to serve the lots shown on this plat.

IN WITNESS WHEREOF, I have hereunto set my hand.

ANNE A. CORROCK, aka ANNE ALICE CORROCK

Signed this _____ day of _____, 20____.

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____)ss.

On this _____ day of _____, in the year of 20____, before me, the undersigned, personally appeared ANNE A. CORROCK, aka ANNE ALICE CORROCK, known or identified to me (or proved to me), to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

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

Notary Public

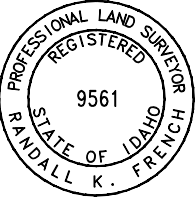
Residing at: _____

Commission Expires: _____

SURVEYOR'S CERTIFICATE

I, Randall K. French, a duly Registered Professional Land Surveyor in the State of Idaho, do hereby certify that this is a true and accurate map of the land surveyed under my direct supervision in accordance with the State of Idaho Code relating to plats and surveys.

RANDALL K. FRENCH, P.L.S. #9561



COUNTY SURVEYOR'S APPROVAL

This is to certify that I, SAM YOUNG, County Surveyor for Blaine County, Idaho, have checked the foregoing plat and computations for making the same and have determined that they comply with the laws of the State of Idaho relating thereto.

BLAINE COUNTY SURVEYOR

DATE

CITY ENGINEER'S APPROVAL

I, _____, City Engineer for Ketchum, Idaho do hereby approve the foregoing plat.

By: _____

DATE

CITY OF KETCHUM APPROVAL

I, _____, Planner in and for the City of Ketchum, do hereby certify that the foregoing plat was duly accepted and approved according to the Ketchum Subdivision Ordinance.

By: _____

Certified by: _____
TARA FENWICK, City Clerk

BLAINE COUNTY TREASURER'S CERTIFICATE

On this _____ day of _____, 20____, the foregoing plat was approved and accepted by the Blaine County Treasurer, Blaine County, Idaho.

By: _____



WARM SPRINGS SUB'D NO. 3:
BLOCK 1, LOT 9A

LOCATED WITHIN: SECTION 12, T4N, R17E, B.M.,
CITY OF KETCHUM, BLAINE COUNTY, IDAHO

PREPARED FOR: ANNE CORROCK

PROJECT NO. 21056
FINAL PLAT

DWG BY: CPL
DATE: 01/18/2022

FILE: 21056CRT.DWG
SHEET: 2 OF 2

Order No. 1025498

QUITCLAIM DEED

Instrument # 583910

HAILEY, BLAINE, IDAHO
01-05-2011 8:45:18 AM No. of Pages: 1
Recorded for: SUN VALLEY TITLE CO.
JOLYNN DRAGE Fee: \$10.00
Ex-Officio Recorder Deputy: JB
Electronically Recorded by Simplifile

For Value Received

MICHAEL J. WROBEL, a married man

Do hereby convey, release, remise and forever quitclaim unto

Anne A. Corrock, a married woman as her sole and separate property

Whose current address is

PO Box 10135, Ketchum, ID 83340

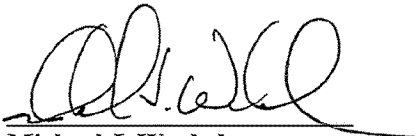
The following described premises, to-wit:

**Lot 9, Block 1 of WARM SPRINGS SUBDIVISION NO. 3, BLAINE COUNTY, IDAHO,
according to the official plat thereof, recorded November 5, 1976, as Instrument No. 169338,
records of Blaine County, Idaho.**

Together with their appurtenances.

THIS DEED IS BEING FREELY GIVEN BY ME IN ORDER THAT ANNE A. CORROCK
HOLDS THE WITHIN PROPERTY AS HER SEPARATE ESTATE

Dated this 29 day of December, 2010.

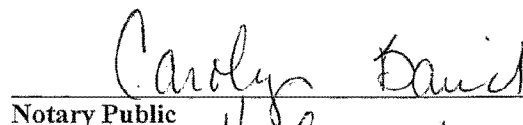


Michael J. Wrobel

State of: Idaho

County of: _____

On this 29th day of **December, 2010**, before me, the undersigned, a Notary Public, in and for said State, personally appeared **MICHAEL J. WROBEL**, known to me, and/or identified to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.



Notary Public

Residing at: Hailey

Commission Expires: 1/23/2015

**CAROLYN BAIRD
NOTARY PUBLIC
STATE OF IDAHO**

Instrument # 655174

HAILEY, BLAINE, IDAHO

9-24-2018 01:06:38 PM No. of Pages: 2

Recorded for : ANNE CORROCK

JOLYNN DRAGE

Fee: 15.00

Ex-Officio Recorder Deputy

Index to: WTY/QC/CORP DEED

G

RECORDING REQUESTED BY AND AFTER RECORDING RETURN TO:

Lee P. Ritzau

Luboviski, Wygle & Fallowfield, P.A.

P.O. Box 1172

Ketchum, ID 83340-1172

(Space above this line for Recorder's use only)

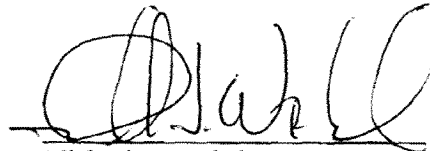
QUITCLAIM DEED

FOR VALUE RECEIVED, Michael J. Wrobel, a married man, whose address is P.O. Box 10135, Ketchum, Idaho, 83340, the Grantor, does hereby convey, release, remise and forever quitclaim unto Anne Alice Corrock, a married woman, as her sole and separate property, the Grantee, whose current address is P.O. Box 10135, Ketchum, Idaho, 83340, the following described real property situated in the County of Blaine, State of Idaho, to-wit:

Lot 10, Block 1 of WARM SPRINGS SUBDIVISION NO. 3,
Blaine County, Idaho, according to the official plat thereof, on file
in the office of the County Recorder, of Blaine County, Idaho.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances, unto Grantee, and to her heirs and assigns forever.

DATED this 6 day of ^{July}~~June~~, 2018.



Michael J. Wrobel

//

//

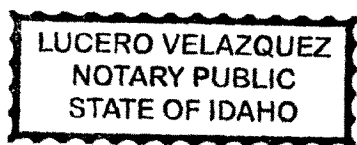
//

QUITCLAIM DEED/1

STATE OF IDAHO)
) ss.
County of Blaine)

On this 6th day of ~~June~~ ^{July}, 2018, before me a Notary Public in and for said State, personally appeared Michael J. Wrobel, known to me to be the person who executed the within and foregoing document and acknowledged to me that he executed the same.

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



Lucero Velazquez
Notary Public for Idaho
Residing at: Bellevue
My commission expires: 04/17/23

QUITCLAIM DEED/2

CLTA LOT BOOK GUARANTEE

ISSUED BY
STEWART TITLE GUARANTY COMPANY
a corporation, herein called the Company

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, AND SUBJECT TO THE FURTHER EXCLUSION AND LIMITATION THAT NO GUARANTEE IS GIVEN NOR LIABILITY ASSUMED WITH RESPECT TO THE IDENTITY OF ANY PARTY NAMED OR REFERRED TO IN SCHEDULE A OR WITH RESPECT TO THE VALIDITY, LEGAL EFFECT OR PRIORITY OF ANY MATTER SHOWN THEREIN.

GUARANTEES

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.


Countersigned by:


Authorized Countersignature

Blaine County Title, Inc.
360 Sun Valley Road
P.O. Box 3176
Ketchum, ID 83340
Agent ID: 120037




Frederick H. Eppinger
President and CEO


David Hisey
Secretary

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

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File No.: 2124283

Lot Book Guarantee (6-6-92)

Page 1 of 3 of Policy Serial No.: G-0000-771373868

GUARANTEE CONDITIONS AND STIPULATIONS

1. **Definition of Terms** – The following terms when used in this Guarantee mean:
 - (a) "the Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
 - (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
 - (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
 - (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
 - (e) "date": the effective date;
2. **Exclusions from Coverage of this Guarantee** – The Company assumes no liability for loss or damage by reason of the following:
 - (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
 - (b) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water: whether or not the matters excluded by (1), (2) or (3) are shown by the public records.
 - (c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
 - (d) (1) Defects, liens, encumbrances, or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances. (2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.
3. **Notice of Claims to be Given by Assured Claimant** – An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required, provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.
4. **No Duty to Defend or Prosecute** – The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.
5. **Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate** – Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:
 - (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
 - (b) If the Company elects to exercise its options as stated in Paragraph 5(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
 - (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
 - (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.
6. **Proof of Loss or Damage** – In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.
7. **Options to Pay or Otherwise Settle Claims; Termination of Liability** – In case of a claim under this Guarantee, the Company shall have the following additional options:
 - (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

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File No.: 2124283

Lot Book Guarantee (6-6-92)

Page 2 of 3 of Policy Serial No.: G-0000-771373868

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such Purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of the indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its option under Paragraph 5, and the Guarantee shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To Pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5.

8. Determination and Extent of Liability – This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the exclusions stated in Paragraph 2.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations or as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

9. Limitation of Liability –

- (a) If the Company establishes the title or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

10. Reduction of Liability or Termination of Liability – All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro tanto.

11. Payment of Loss

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

12. Subrogation Upon Payment or Settlement – Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest and costs of collection.

13. Arbitration – Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.

14. Liability Limited to This Guarantee; Guarantee Entire Contract –

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

15. Notices, Where Sent – All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at P.O. Box 2029, Houston, Texas 77252-2029.

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File No.: 2124283

Lot Book Guarantee (6-6-92)

Page 3 of 3 of Policy Serial No.: G-0000-771373868

LOT BOOK GUARANTEE SCHEDULE A

File No.: 2124283

Guarantee No.: G-0000-771373868

Date of Guarantee: December 09, 2021 at 8:00 am

Liability: \$1,000.00

Premium: \$130.00

A. Assured:

Benchmark Associates

B. Assurances, given without examination of the documents listed or referred to and only to the specifically named documents and no others:

1. Description of the land in Blaine County, Idaho:

Lots 9 and 10, Block 3, WARM SPRINGS SUBDIVISION NO. 3, according to the official plat thereof, recorded as Instrument No. 169338, records of Blaine County, Idaho.

2. The last recorded instrument in the public records purporting to transfer title to said land was:

Warranty Deed, recorded as Document No. 583910 & 651453, conveying said real property to:

Anne A. Corrock, also shown of record as Anne Alice Corrock, a married woman as her sole and separate property

3. That there are no mortgages or deeds of trust describing the land that have not been released or reconveyed by an instrument recorded in the public records, other than those shown below under Exceptions.
4. That there are no contracts for sales, contracts for deed, including memorandums giving notice of such contracts, attachments, tax deed recorded within the last 9 years, which purport to affect the land other than shown below under Exceptions.

C. Exceptions:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by Public Records.
2. Any facts, rights, interests, or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, liens, or encumbrances, or claims thereof, which are not shown by the Public Records.
4. Discrepancies, conflicts in boundary lines, shortages in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims, or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, equipment or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
7. Rights of the state or federal government and/or public in and to any portion of the land for right of way (whether or not such rights are shown by recordings of easements and/or maps in the Public Records by the State of Idaho showing the general location of these rights of way).
8. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. Stewart makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interest that are not listed.
9. General taxes for the year 2021, a lien in the amount of \$4,217.68, of which the first half is due on or before December 20, 2021 and the second half is due on or before June 20, 2022. (Parcel No. RPK05650000090)

Homeowners Exemption are in effect for tax year 2021.

10. General taxes for the year 2021, a lien in the amount of \$2,973.98, of which the first half is due on or before December 20, 2021 and the second half is due on or before June 20, 2022. (Parcel No. RPK05650000100)
11. General taxes for the year 2022 and subsequent years, which are a lien not yet due and payable.
12. Water and sewer charges of the City of Ketchum.
13. Ketchum rubbish charges billed by Clear Creek Disposal.
14. Easement for a road right of way, including the terms and provisions thereof as reserved in Warranty Deed recorded October 20, 1971 as [Instrument No. 140820](#), records of Blaine County, Idaho.
15. Notes, Easements and Restrictions as shown on the official plat of said Warm Springs Subdivision No. 3, recorded November 5, 1976, as [Instrument No. 169338](#), records of Blaine County, Idaho.
16. Revolving Line of Credit Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby:
Amount: \$10,000.00
Dated: 01/19/2011
Grantor: Anne A. Corrock, a married woman as her sole and separate property
Trustee: Sun Valley Title
Beneficiary: D. L. Evans Bank
Recorded: 01/24/2011, as Instrument No. 584481, records of Blaine County, Idaho

STG Privacy Notice Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> ▪ request insurance-related services ▪ provide such information to us <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1360 Post Oak Blvd., Ste. 100, Privacy Officer, Houston, Texas 77056

Privacy Notice for California Residents

Pursuant to the California Consumer Privacy Act of 2018 ("CCPA"), Stewart Information Services Corporation and its subsidiary companies (collectively, "Stewart") are providing this **Privacy Notice for California Residents** ("CCPA Notice"). This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users and others who reside in the State of California or are considered California Residents ("consumers" or "you"). Terms used but not defined shall have the meaning ascribed to them in the CCPA.

Information Stewart Collects

Stewart collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device. Most of the information that Stewart collects in the course of its regular business is already protected pursuant to the Gramm-Leach-Bliley Act (GLBA). Additionally, much of this information comes from government records or other information already in the public domain. Personal information under the CCPA does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), GLBA and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of personal information from consumers within the last twelve (12) months:

Category	Examples	Collected?
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Stewart obtains the categories of personal information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees or their agents (For example, realtors, lenders, attorneys, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

Use of Personal Information

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent in the course of your transaction (for example, a realtor or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- Service providers and vendors (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- Affiliated Companies
- Litigation parties and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

Category A: Identifiers
Category B: California Customer Records personal information categories
Category C: Protected classification characteristics under California or federal law
Category D: Commercial Information
Category E: Biometric Information
Category F: Internet or other similar network activity
Category G: Geolocation data
Category H: Sensory data
Category I: Professional or employment-related information
Category J: Non-public education information
Category K: Inferences

Consumer Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us either:

- Calling us Toll Free at 1-866-571-9270
- Emailing us at Privacyrequest@stewart.com
- Visiting <http://stewart.com/ccpa>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Changes to Our Privacy Notice

Stewart reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on Stewart's website and update the notice's effective date. **Your continued use of Stewart's website following the posting of changes constitutes your acceptance of such changes.**

Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described here, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270

Website: <http://stewart.com/ccpa>

Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Deputy Chief Compliance Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056



City of Ketchum
Planning & Building

April 18, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to review and adopt Ordinance 1234 establishing minimum residential densities in specific zoning districts, regulating the consolidation of lots in areas of Ketchum, prohibiting reduction of dwelling units in conjunction with new development projects, clarifying parking requirements for uses in the community core and tourist zones, and modifying the design review criteria for new development

Recommendation and Summary

Staff recommends the City Council review, take public comment, and adopt by emergency procedures, Ordinance 1234 related to residential density and downtown vibrancy within the city. As proposed, the ordinance would be in effect for a period of 182 days (approximately 6 months) while the permanent ordinance is prepared.

Reason for Recommendation:

- Ketchum lacks available office, retail, and restaurant space, limiting the ability for businesses to start or expand within Ketchum.
- Ketchum has a severe shortage of housing for the local workforce at all income levels which is threatening the livelihood and straining the resources of the city, its citizens, and its businesses.
- Development permitted under the current zoning regulations result in low-density residential development in areas where the 2014 Ketchum Comprehensive Plan envisions medium to high density residential and vibrant mixed-use development
- The Planning and Zoning Commission (the "Commission") reviewed the draft ordinance at a special meeting on March 29, 2022, and recommended the ordinance be forwarded to City Council for review.

Introduction and Background

The City Council, Planning and Zoning Commission, and Urban Renewal Agency acknowledged the housing crisis during a joint work session on February 8, 2022 and identified short-term actions that could be taken by each entity based on their role, authority, and capacity. In that meeting, the Commission also expressed concern about the type of development projects

occurring in the downtown and the long-term impact on the vibrancy and housing inventory. Following the joint work session, the Commission proceeded with the implementation of short-term code changes to address the concerns raised in the joint work session. The Commission held four meetings to review information prepared by staff, receive public comment, and provide direction to staff on the following:

- February 15, 2022 – information on short-term and long-term code changes
- March 8, 2022 – goals, background data and research, draft ordinance, draft policy statement
- March 29, 2022 – clarifications of draft ordinance and draft policy statement
- April 12, 2021 review and adoption of the Commission policy statement for development in the Community Core, Tourist, and GR-H zone districts

At the special meeting on March 29, 2022, the Commission voted to recommend approval to the City Council of the ordinance, with some changes. Changes recommended by the Commission are reflected in the clean and redline version of the proposed ordinance included as Attachments A and B respectively. It should be noted that per Idaho state regulations, emergency ordinances do not require public hearings or consultation with the Commission. However, since the Commission is primarily responsible for reviewing and evaluating development projects, Commission input and support is critical for preparation and adoption of the ordinance.

Analysis

Proposed is an interim ordinance, to be adopted through emergency ordinance procedures, that encourages development projects that meet the goals and objectives of the Ketchum Comprehensive Plan. An extensive overview of the methodology and data informing the ordinance recommendations was provided to the Planning and Zoning Commission at their March 8, 2022, meeting. The full staff report, and all attachments can be found in Attachment D.

The intent of the Ordinance is to:

- Promote projects that contribute towards the long-term vibrancy and economic stability of the downtown
- Increase the production of housing throughout Ketchum that in turn increases the supply and availability of housing for all income levels
- Provides the Planning and Zoning Commission the tools to engage, discuss and influence proposed uses in a building to ensure the project is of benefit to the community and meets the goals of the Comprehensive Plan

The ordinance is being proposed because:

- Ketchum lacks available office, retail, and restaurant space, limiting the ability for businesses to start or expand within Ketchum.
- Ketchum has a severe shortage of housing for the local workforce at all income levels which is threatening the livelihood and straining the resources of the city, its citizens, and its businesses.
- Ketchum lost 475 long term rental and ownership housing units from 2000 to 2019.
- Construction of residential units within Ketchum has decreased significantly since 1989. From 1990 to 2009, approximately 290 units were constructed for an average of 15 units per year. From 2010 to 2020, only 92 units were constructed for an average of 9 units per year, a significant decrease from previous years.
- In addition to the 475 housing units lost, the Housing Action Plan Summary and Findings identify the need to build, convert, or stabilize between 65 and 100 housing units annually to ensure adequate housing for the City's workforce and support the dynamic demands of a resort community economy
- Ketchum experienced a significant population increase from 2019 to 2020 of approximately 25%, when annual population growth is traditionally 1%. It is unclear if this increase is unique or a continuing trend.
- Development permitted under the current zoning regulations result in low-density residential development in areas where the 2014 Ketchum Comprehensive Plan envisions medium to high density residential and vibrant mixed-use development
- If the upcoming development season proceeds without more immediate revisions to development standards, then the negative impacts and harms listed above will be further exacerbated in a nonreversible way

The ordinance does not:

- Place a moratorium on development or reduce the development potential of properties
- Change, reduce or increase, the permitted maximum building heights, or floor area ratios (FAR)

The ordinance does:

1. Make a course correction to the current development trend in order to promote production of more housing units in Ketchum and protect and preserve existing housing.
2. Provide temporary regulations while permanent regulations are developed
3. Recommend five changes to the Ketchum zoning regulations as follows:
 - a. Minimum residential densities required for projects with density bonuses in certain zone districts depending on project type
 - i. Community Core - Requires a minimum of 7 units per Ketchum townsite lot for 100% residential projects. For mixed-use projects the ordinance requires 4 units per townsite lot for projects with 30% or less commercial

- space, 3 units per townsite lot for projects with 31-60% commercial space, two units per townsite lot for projects with 61-80% commercial space, and no minimum for projects with 80% or more of commercial unless residential is provided. In this case, two units are required.
- ii. Tourist - Requires a minimum of 7 units per 10,000 square feet of lot area for 100% residential projects. For mixed-use projects the ordinance requires 4 units per 10,000 square feet for projects with 30% or less commercial space, 3 units per 10,000 square feet for projects with 31-60% commercial space, two units per 10,000 square feet for projects with 61-80% of commercial space, and no minimum for projects with 80% or more of commercial unless residential is provided. In this case, two units are required.
 - iii. T-3000 – Requires 4 units per 10,000 square feet of lot area.
 - iv. T-4000 and GR-H – requires 8 units per 10,000 square feet of lot area.
 - v. No minimum densities are proposed for General Residential-Low Density (GR-L), Limited Residential (LR, LR-1, and LR-2), Short-Term Occupancy (STO-1, STO-4, and STO-H), Light Industrial (LI, LI-1, and LI-2), Recreation Use (RU), or Agricultural and Forestry (AF) zone districts.
 - vi. Minimum densities may be adjusted subject to Conditional Use Permit.
- b. Consolidation of lots
 - i. Consolidation of lots permitted with additional standards in all zone districts except General Residential-Low Density (GR-L), Limited Residential (LR, LR-1, and LR-2), Short-Term Occupancy (STO-1, STO-4, and STO-H), where a waiver would be required.
 - ii. Consolidation of lots requires a preliminary plat and final plat application.
 - iii. Additional review standards requiring conformance with land use approvals, zoning regulations, and comprehensive plan.
 - c. Net loss of units
 - i. No project can result in the net loss of residential units through consolidation of units, or demolition and redevelopment of property
 - ii. Number of residential units may be reduced subject to Conditional Use Permit.
 - d. Parking exemptions
 - i. Any individual retail unit less than 5,500 square feet is exempt from parking requirements in the Community Core and Tourist zone districts
 - ii. No parking is required for the first 5,500 square feet of office space within the Community Core and Tourist zone districts
 - e. Design Review Criteria for projects with density bonuses
 - i. The Planning and Zoning Commission adopted a policy document to outline the expectations for successful projects (Attachment C)
 - ii. Design and uses of projects with density bonuses shall be evaluated on conformance with the comprehensive plan and adopted policy documents.

4. The ordinance would apply to all projects not deemed complete by the effective date of the ordinance.

Planning and Zoning Commission Comments

At the March 29, 2022, meeting of the Commission, final comments on the draft ordinance and policy statement were provided to staff. The Commission voted to forward the draft ordinance with proposed changes to the City Council for review. Below is a list of proposed changes recommended by the Commission:

- Remove conditional use permit requirement for projects with density bonuses and replace with additional criteria to be applied during the Design Review process
- Clarify that the minimum residential density requirements only apply only to projects with density bonuses
- Adjust the minimum residential density requirements to provide more flexibility in design and minimize impact on projects with unique or challenging sites
- Clarify how square footage is calculated for minimum residential densities
- Clarify what is considered “Commercial” use
- Include parking exemptions for a portion of office uses within a project

All recommended changes have been incorporated into the redline and clean version of the proposed ordinance.

Next Steps

If the ordinance is adopted by Council, staff will begin the process for preparing the permanent ordinance including additional research, community outreach, and drafting.

Attachments

- A. Draft Ordinance 1234 – clean
- B. Draft Ordinance 1234 – redline
- C. Planning and Zoning Commission Policy Statement
- D. Staff Report and Attachments – March 8, 2022 P&Z Commission Meeting

ATTACHMENT A:
Draft Ordinance 1234 - clean

ORDINANCE 1234

AN EMERGENCY ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, FINDING AN IMMINENT PERIL TO PUBLIC HEALTH, SAFETY, OR WELFARE EXISTS AND THE NEED TO IMMEDIATELY IMPLEMENT REVISED DEVELOPMENT STANDARDS THAT REQUIRE MINIMUM RESIDENTIAL DENSITIES IN CERTAIN ZONE DISTRICTS FOR CERTAIN PROJECTS; REGULATE THE CONSOLIDATION OF LOTS IN CERTAIN ZONE DISTRICTS; PROHIBIT THE REDUCTION OF DWELLING UNITS IN CONJUNCTION WITH DEVELOPMENT PROJECTS; ADD DESIGN REVIEW CRITERIA FOR CERTAIN DEVELOPMENT PROJECTS IN CERTAIN ZONE DISTRICTS; AND CLARIFY PARKING REQUIREMENTS FOR RETAIL AND OFFICE USES IN THE CC AND T ZONE DISTRICTS; PROVIDING FOR PUBLICATION BY SUMMARY; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE AND A SUNSET DATE.

WHEREAS, Idaho Code Section 67-6523 authorizes local jurisdictions to enact emergency ordinances when the local governing board finds imminent peril to the public health, safety, or welfare; and

WHEREAS, the State of Idaho and the Idaho Housing and Finance Association has stated that access to workforce housing has become a statewide challenge impacting urban, rural, and resort communities, resulting in a proposal for a state-led gap financing program for development of workforce housing; and

WHEREAS, the 2014 Ketchum Comprehensive Plan identifies ten core values vital to the City's ability to achieve its vision including 1) A Strong and Diverse Economy, 2) Vibrant Downtown, and 4) A Variety of Housing Options; and

WHEREAS, the City of Ketchum (the "City") is experiencing a significant population increase and a severe shortage of housing for the local workforce at all income levels which is threatening the livelihood and straining the resources of the City, its citizens, and its businesses; and

WHEREAS, businesses in Ketchum have been forced to reduce operating hours in the past two years due to lack of workforce; and

WHEREAS, the City's average annual population growth rate is approximately 1%, however, the population of the City increased 25% from 2019 to 2020; and

WHEREAS, the City collects housing specific data and is developing a Housing Action Plan to address the immediate need for more housing in the City; and

WHEREAS, the City lost 475 long-term rental and ownership housing units from 2000 to 2019; and

WHEREAS, in addition to the 475 housing units lost, the Housing Action Plan Summary and Findings identify the need to build, convert, or stabilize between 65 and 100 housing units

annually in the City to ensure adequate housing for the City's workforce and support the dynamic demands of a resort community economy; and

WHEREAS, from 1990 to 2009, approximately 290 units were constructed for an average of 15 units per year. From 2010 to 2020, only 92 units were constructed for an average of 9 units per year, a significant decrease from previous years; and

WHEREAS, the City is experiencing an increase in the redevelopment of property as more than half of the City's housing stock was built before 1980 and there are a limited number of vacant properties within city limits; and

WHEREAS, development permitted under the current zoning regulations result in low-density residential development in areas where the 2014 Ketchum Comprehensive Plan envisions medium to high density residential and vibrant mixed-use development; and

WHEREAS, the City Council, Planning and Zoning Commission, and Ketchum Urban Renewal Agency determined at a joint meeting on February 8, 2022, that immediate action to address housing issues within the City were necessary; and

WHEREAS, staff presented options for addressing housing issues to the Planning and Zoning Commission at a special meeting on February 15, 2022; and

WHEREAS, the Planning and Zoning Commission reaffirmed the urgent need for solutions to address housing issues; and

WHEREAS, the traditional development season is imminent and there is an immediate necessity to provide development applicants with some certainty on standards sooner than later; and

WHEREAS, the Planning and Zoning Commission met three times, on February 15, 2022, March 8, 2022, and March 29, 2022, to discuss the ordinance and obtain public input related to the proposed ordinance and recommended on March 29, 2022, the ordinance be adopted by City Council; and

WHEREAS, the provisions of this ordinance are temporary in nature and shall expire one hundred and eighty-two (182) days after the adoption of this emergency ordinance; and

WHEREAS, during the pendency of this emergency ordinance, the City will pursue a public process to explore the development and creation of an interim ordinance and/or permanent ordinance to further formalize the changes proposed in this emergency ordinance.

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

Section 1. Finding of Imminent Peril to the Public Health, Safety and Welfare. The City Council hereby finds that an imminent peril to the public health, safety and welfare exists caused by the permanent loss of land in Ketchum available to house the local workforce and provide a mixture of commercial uses necessary to support the Ketchum economy based on the following:

- a. Businesses in the Community Core are closing or reducing business hours due to a lack of workers.
- b. Commercial, entertainment, retail and restaurant use in the Community Core are essential to the economic vitality and public health, safety and welfare of the residents and visitors to the City.
- c. Each time a project is developed with low density residential, similar to single family dwellings, or with limited commercial use, the City permanently loses the potential to develop such property for higher density residential or projects containing commercial, entertainment, restaurant or retail uses.
- d. The permanent loss of properties that could otherwise be development for higher density residential or commercial uses, threatens the economic vitality of the City, threatens to permanently impair, or reduce revenue to support city operations and essential services without limitation, fire, police, emergency medical, and snow removal.
- e. If the upcoming development season proceeds without more immediate revisions to development standards, then the negative impacts and harms listed above will be further exacerbated in a nonreversible way.
- f. The City finds it requires sufficient time to study and review the public health, safety, and welfare concerns as identified above and adopt interim standards while the review is underway.

Section 2. The following interim regulations and standards apply to applications filed pursuant to Title 16 - Subdivision Regulations and Title 17 - Zoning Regulations. Wherever any provision in Title 16 or Title 17 or any other ordinance, rule or regulation of any kind contain standards covering the same subject matter, the standards of this Ordinance shall apply.

Section 3. All zoning districts referenced in this ordinance are pursuant to Ketchum Municipal Code (the “KMC”) Chapter 17.18 – *Zoning Districts* and abbreviated as referenced. All terms in this ordinance are defined in Section 17.08.020 – *Terms Defined* and 16.04.020-*Definitions* of the KMC with the addition of the following:

- A. Consolidation – the action or process of combining more than one lot or unit into a single lot or unit.
- B. Residential Density – the number of dwelling units per square feet of lot area.

Section 4. There shall now be minimum residential densities for new development projects or expansions of existing buildings that exceed a total floor area ratio (FAR) of 1.0 within Subdistrict 1 and Subdistrict 2 of the CC zone district and 0.5 FAR in the T, T-3000, T-4000, and GR-H zone districts as follows:

Zone District	Minimum Residential Density Required (units/SF)			
CC Subdistricts 1 and 2	100% Residential Development 7 / 5,500			
	Mixed Use Development			
	≤ 30% Commercial	31-60% Commercial	61-80% Commercial	≥ 80% Commercial

	4 / 5,500	3 / 5,500	2 / 5,500	No Minimum except when residential units are provided, there shall be a minimum of 2 units
T	100% Residential Development 7 / 10,000			
	≤ 30% Commercial 4 / 10,000	31-60% Commercial 3 / 10,000	61-80% Commercial 2 / 10,000	≥ 80% Commercial No Minimum except when residential units are provided, there shall be a minimum of 2 units
T-3000	4 / 10,000			
T-4000	8 / 10,000			
GR-H	8 / 10,000			
GR-L	No minimum			
LR, LR-1, and LR-2	No minimum			
STO-1, STO-4, and STO-H	No minimum			
LI, LI-2, and LI-3	No minimum			
RU and AF	No minimum			

- A. For purposes of calculating minimum residential densities, commercial square footage shall include all uses identified in KMC Section 17.12.020 – District Use Matrix as “Commercial” and “Public and Institutional”, or similar uses as determined by the Director.
- B. Percent commercial shall be calculated by dividing the total commercial square footage by the Gross Floor Area for the project.
- C. Total commercial square footage shall be calculated using the total horizontal area of commercial uses on all floors in a building or portion of a building measured from the interior walls, excluding:
 - a. Common areas
 - b. Mechanical and maintenance equipment rooms
 - c. Parking areas and/or garages
 - d. Public areas
- D. Minimum densities identified in Section 4 may be adjusted subject to the review and approval of a Conditional Use Permit by the Planning and Zoning Commission.

Section 5. There shall now be standards for the consolidation of lots. Additionally, there shall be a specific application type, process, and additional standards for the review and approval of the consolidation of lots as follows:

A. Consolidation of lots within the City shall be permitted in certain zone districts as follows:

Zone District	Consolidation of Lots
CC - Subdistricts 1 and 2	Permitted subject to additional standards
T	Permitted subject to additional standards
T-3000	Permitted subject to additional standards
T-4000	Permitted subject to additional standards
GR-H	Permitted subject to additional standards
GR-L	Permitted subject to waiver
LR, LR-1, and LR-2	Permitted subject to waiver
STO-1, STO-4, and STO-H	Permitted subject to waiver
LI, LI-2, and LI-3	Permitted subject to additional standards
RU and AF	Permitted subject to additional standards

B. The definition of “Readjustment of Lot Lines” in KMC Section 16.04.020 - *Definitions*, also known as Lot Line Shifts, shall no longer include the “removal of lot lines”.

C. Consolidation of lots may only be considered pursuant to the requirements and standards of KMC Section 16.04.030 – *Procedure for Subdivision Approval*.

D. All preliminary plat applications for consolidation of lots shall be submitted concurrent with a building permit application or land use development application as applicable.

E. The final plat for consolidation of lots shall not be signed by the City Clerk and recorded until the development has received one or both of the following as applicable:

1. A certificate of occupancy issued by the City of Ketchum; and
2. Completion of all design review elements as approved by the Planning and Zoning Administrator.

F. In addition to KMC Section 16.04.040, all preliminary plat applications for consolidation of lots shall comply with the following criteria:

1. The preliminary plat application is in conformance with all applicable building permit and land use development approvals.
2. The preliminary plat application is in conformance with all applicable Zoning Regulations contained within Title 17 – Zoning Regulations.
3. The preliminary plat application is found to be in conformance with the comprehensive plan in effect at the time the application was deemed complete.

Section 6. No demolition permit shall be issued pursuant to Chapter 15.16 of the KMC that results in the net loss in the total number of residential units currently existing on a property as of the effective date of this ordinance. The following standards apply to all properties within the City:

- A. Development of property, in any zone district, may not result in the net loss of dwelling units.
- B. Total number of dwelling units shall be calculated including all listed or defined dwelling unit uses and terms in the KMC such as, but not limited to, “dwelling, one family”, “dwelling, multi-family”, “dwelling unit, accessory”, and “work/live unit”.
- C. No demolition permit shall be issued for any structure until a building permit application for a replacement project on the property and required fees have been accepted by the City and deemed complete.
- D. Reduction in number of residential units may be permitted subject to the review and approval of a Conditional Use Permit by the Planning and Zoning Commission prior to submittal of a demolition permit application.

Section 7. There shall be no parking required for individual retail spaces of 5,500 square feet or less within the Community Core (CC) and Tourist (T) zoning districts.

Section 8. There shall be no parking required for the first 5,500 square feet of office space of a project within the Community Core and Tourist zone districts.

Section 9. Projects within the CC Subdistrict 1 and 2, T, T-3000, T-4000, and GR-H zone districts, no exempt from Design Review pursuant to KMC Section 17.96.010, shall meet the following additional criteria:

- A. The design and uses conform with the goals, policies, and objectives of the comprehensive plan; and
- B. The design and uses conform with the goals and objectives of applicable adopted Planning and Zoning Commission policy statements.

Section 10. This ordinance shall be in full force and effect from and after its passage and approval and shall remain in effect for a period not to exceed one hundred and eight two (182) days from its effective date, pursuant to Idaho Code Section 67-6523.

Section 11. The notice and hearing requirements generally applicable to ordinances are not practical in light of the emergency nature of this ordinance, and therefore this ordinance will be heard under an abbreviated notice process pursuant to Idaho Code Section 67-6523.

Section 12. Pursuant to the affirmative vote of one-half (1/2) plus one (1) of the members of the City Council, the rule requiring two (2) separate readings by title and one (1) reading in full be waived, and the same is hereby dispensed with, and accordingly, this emergency ordinance shall be in full force and effect immediately upon its passage and approval.

Section 13. SAVINGS AND SEVERABILITY CLAUSE: It is hereby declared to be the legislative intent that the provisions and parts of this Ordinance shall be severable. If any paragraph, part, section, subsection, sentence clause or phrase of this Ordinance is for any reason held to be invalid for any reason by a Court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 14. REPEALER CLAUSE: All City of Ketchum Ordinances or resolutions or parts thereof which are in conflict herewith are hereby repealed.

Section 15. PUBLICATION: This Ordinance, or a summary thereof in compliance with Section 50-901A, Idaho Code, substantially in the form annexed hereto as Exhibit "A" shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

Section 16. EFFECTIVE DATE: This Ordinance shall be in full force and effect from and after its passage, approval, and publication according to law.

PASSED BY THE CITY COUNCIL and APPROVED by the MAYOR OF KETCHUM IDAHO, on this ____ day of ____ 2022.

APPROVED:

Neil Bradshaw, Mayor

ATTEST:

Tara Fenwick, City Clerk

EXHIBIT A: PUBLICATION SUMMARY

ORDINANCE 1234

AN EMERGENCY ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, FINDING AN IMMINENT PERIL TO PUBLIC HEALTH, SAFETY, OR WELFARE EXISTS AND THE NEED TO IMMEDIATELY IMPLEMENT REVISED DEVELOPMENT STANDARDS THAT REQUIRE MINIMUM RESIDENTIAL DENSITIES IN CERTAIN ZONE DISTRICTS FOR CERTAIN PROJECTS; REGULATE THE CONSOLIDATION OF LOTS IN CERTAIN ZONE DISTRICTS; PROHIBIT THE REDUCTION OF DWELLING UNITS IN CONJUNCTION WITH DEVELOPMENT PROJECTS; ADD DESIGN REVIEW CRITERIA FOR CERTAIN DEVELOPMENT PROJECTS IN CERTAIN ZONE DISTRICTS; AND CLARIFY PARKING REQUIREMENTS FOR RETAIL AND OFFICE USES IN THE CC AND T ZONE DISTRICTS; PROVIDING FOR PUBLICATION BY SUMMARY; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE AND A SUNSET DATE.

A summary of the principal provisions of Ordinance No. 1234 of the City of Ketchum, Blaine County, Idaho, adopted on April 12, 2022, is as follows:

- | | |
|---------------------------|--|
| <u>SECTION 1.</u> | Findings of imminent peril to public health, safety, and welfare. |
| <u>SECTION 2.</u> | Applicability of the ordinance. |
| <u>SECTION 3.</u> | Reference to terms defined and added. |
| <u>SECTION 4.</u> | Minimum residential densities for certain zone districts as outlined and method for calculation of minimum residential density requirements. |
| <u>SECTION 5.</u> | Standards for consolidation of lots within the City of Ketchum. |
| <u>SECTION 6.</u> | Restrictions for the reduction in number of residential units from redevelopment of property. |
| <u>SECTION 7.</u> | Parking exemption for retail uses. |
| <u>SECTION 8.</u> | Parking exemption for office uses. |
| <u>SECTION 9.</u> | Additional criteria for Design Review for projects in certain zone districts. |
| <u>SECTION 10.</u> | Term of the ordinance. |
| <u>SECTION 11.</u> | Noticing provisions for the adoption of the ordinance. |

- SECTION 12.** Adoption procedures for the ordinance.
- SECTION 13.** Provides a savings and severability clause.
- SECTION 14.** Provides a repealer clause.
- SECTION 15.** Provides for publication of this Ordinance by Summary.
- SECTION 16.** Establishes an effective date.

The full text of this Ordinance is available at the City Clerk's Office, Ketchum City Hall, 191 5th Street West, Ketchum, Idaho 83340 and will be provided to any citizen upon personal request during normal office hours.

ATTEST:

APPROVED:

Tara Fenwick, City Clerk

Neil Bradshaw, Mayor

ATTACHMENT B:
Draft Ordinance 1234 - redline

ORDINANCE 1234

AN EMERGENCY ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, FINDING AN IMMINENT PERIL TO PUBLIC HEALTH, SAFETY, OR WELFARE EXISTS AND THE NEED TO IMMEDIATELY IMPLEMENT REVISED DEVELOPMENT STANDARDS THAT REQUIRE MINIMUM RESIDENTIAL DENSITIES IN CERTAIN ZONE DISTRICTS FOR CERTAIN PROJECTS; REGULATE THE CONSOLIDATION OF LOTS IN CERTAIN ZONE DISTRICTS; PROHIBIT THE REDUCTION OF DWELLING UNITS IN CONJUNCTION WITH DEVELOPMENT PROJECTS; ~~REQUIRE A CONDITIONAL USE PERMIT~~ADD DESIGN REVIEW CRITERIA FOR CERTAIN DEVELOPMENT PROJECTS IN ~~THE COMMUNITY CORE~~(CC) CERTAIN ZONE DISTRICTS; AND CLARIFY PARKING REQUIREMENTS FOR RETAIL AND OFFICE USES IN THE CC AND T ZONE DISTRICTS; PROVIDING FOR PUBLICATION BY SUMMARY; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE AND A SUNSET DATE.

WHEREAS, Idaho Code Section 67-6523 authorizes local jurisdictions to enact emergency ordinances when the local governing board finds imminent peril to the public health, safety, or welfare; and

WHEREAS, the State of Idaho and the Idaho Housing and Finance Association has stated that access to workforce housing has become a statewide challenge impacting urban, rural, and resort communities, resulting in a proposal for a state-led gap financing program for development of workforce housing; and

WHEREAS, the 2014 Ketchum Comprehensive Plan identifies ten core values vital to the City's ability to achieve its vision including 1) A Strong and Diverse Economy, 2) Vibrant Downtown, and 4) A Variety of Housing Options; and

WHEREAS, the City of Ketchum (the "City") is experiencing a significant population increase and a severe shortage of housing for the local workforce at all income levels which is threatening the livelihood and straining the resources of the City, its citizens, and its businesses; and

WHEREAS, businesses in Ketchum have been forced to reduce operating hours in the past two years due to lack of workforce; and

WHEREAS, the City's average annual population growth rate is approximately 1%, however, the population of the City increased 25% from 2019 to 2020; and

WHEREAS, the City collects housing specific data and is developing a Housing Action Plan to address the immediate need for more housing in the City; and

WHEREAS, the City lost 475 long-term rental and ownership housing units from 2000 to 2019; and

WHEREAS, in addition to the 475 housing units lost, the Housing Action Plan Summary and Findings identify the need to build, convert, or stabilize between 65 and 100 housing units annually in the City to ensure adequate housing for the City's workforce and support the dynamic demands of a resort community economy; and

WHEREAS, from 1990 to 2009, approximately 290 units were constructed for an average of 15 units per year. From 2010 to 2020, only 92 units were constructed for an average of 9 units per year, a significant decrease from previous years; and

WHEREAS, the City is experiencing an increase in the redevelopment of property as more than half of the City's housing stock was built before 1980 and there are a limited number of vacant properties within city limits; and

WHEREAS, development permitted under the current zoning regulations result in low-density residential development in areas where the 2014 Ketchum Comprehensive Plan envisions medium to high density residential and vibrant mixed-use development; and

WHEREAS, the City Council, Planning and Zoning Commission, and Ketchum Urban Renewal Agency determined at a joint meeting on February 8, 2022, that immediate action to address housing issues within the City were necessary; and

WHEREAS, staff presented options for addressing housing issues to the Planning and Zoning Commission at a special meeting on February 15, 2022; and

WHEREAS, the Planning and Zoning Commission reaffirmed the urgent need for solutions to address housing issues; and

WHEREAS, the traditional development season is imminent and there is an immediate necessity to provide development applicants with some certainty on standards sooner than later; and

WHEREAS, the Planning and Zoning Commission met three times, on February 15, 2022, March 8, 2022, and March 29, 2022, to discuss the ordinance and obtain public input related to the proposed ordinance and recommended on March 29, 2022, the ordinance be adopted by City Council; and

WHEREAS, the provisions of this ordinance are temporary in nature and shall expire one hundred and eighty-two (182) days after the adoption of this emergency ordinance; and

WHEREAS, during the pendency of this emergency ordinance, the City will pursue a public process to explore the development and creation of an interim ordinance and/or permanent ordinance to further formalize the changes proposed in this emergency ordinance.

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

Section 1. Finding of Imminent Peril to the Public Health, Safety and Welfare. The City Council hereby finds that an imminent peril to the public health, safety and welfare exists caused

by the permanent loss of land in Ketchum available to house the local workforce and provide a mixture of commercial uses necessary to support the Ketchum economy based on the following:

- a. Businesses in the Community Core are closing or reducing business hours due to a lack of workers.
- b. Commercial, entertainment, retail and restaurant use in the Community Core are essential to the economic vitality and public health, safety and welfare of the residents and visitors to the City.
- c. Each time a project is developed with low density residential, similar to single family dwellings, or with limited commercial use, the City permanently loses the potential to develop such property for higher density residential or projects containing commercial, entertainment, restaurant or retail uses.
- d. The permanent loss of properties that could otherwise be development for higher density residential or commercial uses, threatens the economic vitality of the City, threatens to permanently impair, or reduce revenue to support city operations and essential services without limitation, fire, police, emergency medical, and snow removal.
- e. If the upcoming development season proceeds without more immediate revisions to development standards, then the negative impacts and harms listed above will be further exacerbated in a nonreversible way.
- f. The City finds it requires sufficient time to study and review the public health, safety, and welfare concerns as identified above and adopt interim standards while the review is underway.

Section 2. The following interim regulations and standards apply to applications filed pursuant to Title 16 - Subdivision Regulations and Title 17 - Zoning Regulations. Wherever any provision in Title 16 or Title 17 or any other ordinance, rule or regulation of any kind contain standards covering the same subject matter, the standards of this Ordinance shall apply.

Section 3. All zoning districts referenced in this ordinance are pursuant to Ketchum Municipal Code (the “KMC”) Chapter 17.18 – *Zoning Districts* and abbreviated as referenced. All terms in this ordinance are defined in Section 17.08.020 – *Terms Defined* and 16.04.020-*Definitions* of the KMC with the addition of the following:

- A. Consolidation – the action or process of combining more than one lot or unit into a single lot or unit.
- B. Residential Density – the number of dwelling units per square feet of lot area.

Section 4. There shall now be minimum residential densities for new development projects or expansions of existing buildings that exceed a total floor area ratio (FAR) of 1.0 within Subdistrict 1 and Subdistrict 2 of the CC zone district and 0.5 FAR in the T, T-3000, T-4000, and GR-H zone districts as follows ~~multi-family and mixed-use developments in certain zone districts within the City as follows:~~

Zone District	Minimum Residential Density Required (units/SF)
CC Subdistricts 1 and 2	100% Residential Development 79 / 5,500
	Mixed Use Development

	≤ 30% Commercial <u>45</u> / 5,500	31-60% Commercial 3 / 5,500	61-80% Commercial <u>24</u> / 5,500	≥ 80% Commercial No Minimum <u>except when</u> <u>residential units</u> <u>are provided,</u> <u>there shall be a</u> <u>minimum of 2</u> <u>units</u>
T	100% Residential Development <u>79</u> / 10,000			
	≤ 30% Commercial <u>45</u> / 10,000	31-60% Commercial 3 / 10,000	61-80% Commercial <u>24</u> / 10,000	≥ 80% Commercial No Minimum <u>except when</u> <u>residential units</u> <u>are provided,</u> <u>there shall be a</u> <u>minimum of 2</u> <u>units</u>
T-3000	<u>45</u> / 10,000			
T-4000	<u>840</u> / 10,000			
GR-H	<u>840</u> / 10,000			
GR-L	No minimum			
LR, LR-1, and LR-2	No minimum			
STO-1, STO-4, and STO-H	No minimum			
LI, LI-2, and LI-3	No minimum			
RU and AF	No minimum			

- a. For purposes of calculating minimum residential densities, commercial square footage shall include all uses identified in KMC Section 17.12.020 – District Use Matrix as “Commercial” and “Public and Institutional”, or similar uses as determined by the Director.
- b. Percent commercial shall be calculated by dividing the total commercial square footage by the Gross Floor Area for the project.
- c. Total commercial square footage shall be calculated using the total horizontal area of commercial uses on all floors in a building or portion of a building measured from the interior walls, excluding:
 - a. Common areas
 - b. Mechanical and maintenance equipment rooms
 - c. Parking areas and/or garages
 - d. Public areas
 - e.

~~Section 5.~~ Minimum densities identified in Section 4 may be adjusted subject to the review and approval of a Conditional Use Permit by the Planning and Zoning Commission.

Section 56. There shall now be standards for the consolidation of lots. Additionally, there shall be a specific application type, process, and additional standards for the review and approval of the consolidation of lots as follows:

A. Consolidation of lots within the City shall be permitted in certain zone districts as follows:

Zone District	Consolidation of Lots
CC - Subdistricts 1 and 2	Permitted subject to additional standards
T	Permitted subject to additional standards
T-3000	Permitted subject to additional standards
T-4000	Permitted subject to additional standards
GR-H	Permitted subject to additional standards
GR-L	Permitted subject to waiver
LR, LR-1, and LR-2	Permitted subject to waiver
STO-1, STO-4, and STO-H	Permitted subject to waiver
LI, LI-2, and LI-3	Permitted subject to additional standards
RU and AF	Permitted subject to additional standards

- B. The definition of “Readjustment of Lot Lines” in KMC Section 16.04.020 - *Definitions*, also known as Lot Line Shifts, shall no longer include the “removal of lot lines”.
- C. Consolidation of lots may only be considered pursuant to the requirements and standards of KMC Section 16.04.030 – *Procedure for Subdivision Approval*.
- D. All preliminary plat applications for consolidation of lots shall be submitted concurrent with a building permit application or land use development application as applicable.
- E. The final plat for consolidation of lots shall not be signed by the City Clerk and recorded until the development has received one or both of the following as applicable:
1. A certificate of occupancy issued by the City of Ketchum; and
 2. Completion of all design review elements as approved by the Planning and Zoning Administrator.
- F. In addition to KMC Section 16.04.040, all preliminary plat applications for consolidation of lots shall comply with the following criteria:
1. The preliminary plat application is in conformance with all applicable building permit and land use development approvals.
 2. The preliminary plat application is in conformance with all applicable Zoning Regulations contained within Title 17 – Zoning Regulations.
 3. The preliminary plat application is found to be in conformance with the comprehensive plan in effect at the time the application was deemed complete.

Section 67. No demolition permit shall be issued pursuant to Chapter 15.16 of the KMC that results in the net loss in the total number of residential units currently existing on a property as of the effective date of this ordinance. The following standards apply to all properties within the City:

- A. Development of property, in any zone district, may not result in the net loss of dwelling units.
- B. Total number of dwelling units shall be calculated including all listed or defined dwelling unit uses and terms in the KMC such as, but not limited to, “dwelling, one family”, “dwelling, multi-family”, “dwelling unit, accessory”, and “work/live unit”.
- C. No demolition permit shall be issued for any structure until a building permit application for a replacement project on the property and required fees have been accepted by the City and deemed complete.
- C.D. Reduction in number of residential units may be permitted subject to the review and approval of a Conditional Use Permit by the Planning and Zoning Commission prior to submittal of a demolition permit application.

Section 78. There shall be no parking required for individual retail spaces of 5,500 square feet or less within the Community Core (CC) and Tourist (T) zoning districts.

Section 8. There shall be no parking required for the first 5,500 square feet of office space of a project within the Community Core and Tourist zone districts.

Section 9. Projects within the CC Subdistrict 1 and 2, T, T-3000, T-4000, and GR-H zone districts, no exempt from Design Review pursuant to KMC Section 17.96.010, shall meet the following additional criteria:

- a. The design and uses conform with the goals, policies, and objectives of the comprehensive plan; and
- b. The design and uses conform with the goals and objectives of applicable adopted Planning and Zoning Commission policy statements.
- a. A Conditional Use Permit (CUP), as stipulated in KMC Chapter 17.116, is required for all development projects that:
 - Exceed a 1.0 floor area ratio (FAR) within Subdistrict 1 and Subdistrict 2 of the CC zone district and a 0.5 FAR in the T, T-3000, T-4000, and GR-H zone districts.
 - Change of use resulting in a conversion of commercial square footage to residential square footage.
 - No fee shall be charged for Conditional Use Permit applications submitted concurrent with Design Review applications with FAR exceedance.

Section 10. This ordinance shall be in full force and effect from and after its passage and approval and shall remain in effect for a period not to exceed one hundred and eight two (182) days from its effective date, pursuant to Idaho Code Section 67-6523.

Section 11. The notice and hearing requirements generally applicable to ordinances are not practical in light of the emergency nature of this ordinance, and therefore this ordinance will be heard under an abbreviated notice process pursuant to Idaho Code Section 67-6523.

Section 12. Pursuant to the affirmative vote of one-half (1/2) plus one (1) of the members of the City Council, the rule requiring two (2) separate readings by title and one (1) reading in full be waived, and the same is hereby dispensed with, and accordingly, this emergency ordinance shall be in full force and effect immediately upon its passage and approval.

Section 13. SAVINGS AND SEVERABILITY CLAUSE: It is hereby declared to be the legislative intent that the provisions and parts of this Ordinance shall be severable. If any paragraph, part, section, subsection, sentence clause or phrase of this Ordinance is for any reason held to be invalid for any reason by a Court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 14. REPEALER CLAUSE: All City of Ketchum Ordinances or resolutions or parts thereof which are in conflict herewith are hereby repealed.

Section 15. PUBLICATION: This Ordinance, or a summary thereof in compliance with Section 50-901A, Idaho Code, substantially in the form annexed hereto as Exhibit "A" shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

Section 16. EFFECTIVE DATE: This Ordinance shall be in full force and effect from and after its passage, approval, and publication according to law.

PASSED BY THE CITY COUNCIL and APPROVED by the MAYOR OF KETCHUM IDAHO,
on this ____ day of ____ 2022.

APPROVED:

Neil Bradshaw, Mayor

ATTEST:

Tara Fenwick, City Clerk

ATTACHMENT C:

Planning and Zoning

Commission Policy Statement



City of Ketchum Planning & Building

PLANNING AND ZONING COMMISSION POLICY STATEMENT

Goals for Successful Development in the Community Core, Tourist, and High-Density Zone Districts

Adopted: April 12, 2022

The Planning and Zoning Commission seeks to ensure that all projects taking advantage of the density bonus program, outlined in Ketchum Municipal Code Section 17.124.040 – *Floor area ratios and community housing*, contribute not only to community housing, but to the vibrancy of the community and the economic stability of Ketchum. The 2014 Ketchum Comprehensive Plan outlines future land uses for each zone district in Ketchum which were codified in 2015 when the zoning regulations were updated to include stated purposes for each zone district. To provide additional clarity to the development community, the following information outlines the purpose of each zone district and outlines the expectations and type of projects encouraged by the Planning and Zoning Commission. This policy statement is intended to provide guidance for a period of six months from the time of adoption, at which time the statement will be reviewed by Planning and Zoning Commission.

Community Core (CC-1 and CC-2)

Zoning Ordinance Purpose

The purpose of the CC community core district is to promote a compact and cohesive center of commerce and culture, to promote an attractive and safe pedestrian environment which includes sidewalks, gathering spaces, streetscape amenities and landscaping, to retain the unique small-town scale and character and to encourage buildings which respect Ketchum's historical and geographic context while providing diversity. Compatible mixed uses including retail, office, residential and cultural uses are encouraged. Commercial uses are concentrated in the CC District which is consistent with the City's comprehensive plan and the downtown master plan.

Successful projects in the Community Core - Retail Core subdistrict:

- Maximized ground floor restaurant and retail uses with outdoor public amenities such as outdoor seating and dining.
- Retain as much square footage of any existing retail and restaurant uses as possible.
- Have upper floors of primarily office use and minimal residential.
- Include on-site community housing.
- Include parking allocations that do not exceed minimum parking requirements, except for public parking.
- Have underground or tuck under parking for projects on more than one Ketchum Townsite Lot.
- Limit below grade uses to primarily storage, mechanical, and parking.

Successful projects in the Community Core - Mixed Use subdistrict:

- Maximized ground floor restaurant and retail uses with outdoor public amenities such as outdoor seating and dining.
- Primarily active commercial on the ground floor such as retail, restaurants, recreation, health/wellness services, and government.
- Have upper floors of primarily commercial or residential uses.
- Retain as much square footage of any existing retail and restaurant uses as possible.
- Place passive commercial uses, such as office, on the upper floors. If office uses are on the ground floor, it is limited and should not front the street.
- Limit below grade uses to primarily storage, mechanical, and parking.
- Include parking allocations that do not exceed minimum parking requirements, except for public parking.
- Have underground parking for projects on more than one Ketchum Townsite Lot.
- Have on-site community housing.
- Have strong connection to the street when the project is 100% residential, such as individual entrances to each ground floor residential unit and outdoor areas.

Tourist (T)

Zoning Ordinance Purpose

The purpose of the T Tourist District is to provide the opportunity for high density residential and tourist use, land ownership and development including certain restricted business and personal service establishments in conjunction with such use, which can be justified on the basis of the primary use within the district. Tourist district classifications are intended to be carefully placed in the neighborhood structure to assure the closest possible compatibility with the surrounding uses and development. Dimensional requirements in this zone are designed to complement and enhance the neighborhoods in this zone, and to encourage articulation and quality design in new buildings. The tourist zone contains several distinct areas, including the Entrance Corridor, Second Avenue, River Run, Warm Springs Base Area and Saddle Road.

Successful projects in the Tourist zone district have:

- High density residential projects with a variety of housing unit types and sizes.
- On-site community housing.
- Active and passive commercial uses and hotels focused on serving visitors and second homeowners.
- Underground parking where feasible to maximize public gathering areas

T-3000, T-4000, and General Residential-High Density (GR-H)

Zoning Ordinance Purpose

GR-H: The purpose of the GR-H General Residential - High Density District is to accommodate the need for higher density residential land use alternatives within a district generally limited to residential uses while still preserving neighborhood amenities and favorable aesthetic surroundings.

Tourist-3000 and Tourist-4000: The purpose of the T-3000 District is to provide the opportunity for short term tourist accommodations with limited tourist support services subordinate to and in conjunction

with tourist housing. Dimensional requirements in this zone are designed to complement and enhance the neighborhoods in this zone and to encourage articulation and quality design in new buildings.

Successful multi-family residential developments have:

- High-density residential projects with a variety of housing unit types and sizes within the entirety of a project
- On-site community housing

Neil Morrow, Chair

City of Ketchum

Planning and Zoning Commission

ATTACHMENT D:

**Staff Report and Attachments –
March 8, 2022 P&Z Commission
Meeting**



**City of Ketchum
Planning & Building**

**STAFF REPORT
KETCHUM PLANNING AND ZONING COMMISSION
REGULAR MEETING OF MARCH 8, 2022**

EXECUTIVE SUMMARY

Proposed is an interim ordinance, to be adopted through emergency ordinance procedures, that encourages development projects that meet the goals and objectives of the Ketchum Comprehensive Plan. The intent of the Ordinance is to:

- Promote projects that contribute towards the long-term vibrancy and economic stability of the downtown
- Increase the production of housing throughout Ketchum that in turn increases the supply and availability of housing for all income levels
- Provides the Planning and Zoning Commission the tools to engage, discuss and influence proposed uses in a building to ensure the project is of benefit to the community and meets the goals of the Comprehensive Plan

The ordinance is being proposed because:

- Ketchum experienced a significant population increase from 2019 to 2020 of approximately 25%, when annual population growth is traditionally 1%.
- Ketchum lacks available office, retail, and restaurant space, limiting the ability for businesses to start or expand within Ketchum.
- Ketchum has a severe shortage of housing for the local workforce at all income levels which is threatening the livelihood and straining the resources of the city, its citizens, and its businesses.
- Ketchum lost 475 long term rental and ownership housing units from 2000 to 2019.
- Construction of residential units within Ketchum has decreased significantly since 1989. From 1990 to 2009, approximately 290 units were constructed for an average of 15 units per year. From 2010 to 2020, only 92 units were constructed for an average of 9 units per year, a significant decrease from previous years.
- In addition to the 475 housing units lost, the Housing Action Plan Summary and Findings identify the need to build, convert, or stabilize between 65 and 100 housing units annually to ensure adequate housing for the City's workforce and support the dynamic demands of a resort community economy
- Development permitted under the current zoning regulations result in low-density residential development in areas where the 2014 Ketchum Comprehensive Plan envisions medium to high density residential and vibrant mixed-use development
- If the upcoming development season proceeds without more immediate revisions to development standards, then the negative impacts and harms listed above will be further exacerbated in a nonreversible way

The ordinance does not:

- Place a moratorium on development or reduce the development potential of properties
- Change, reduce or increase, the permitted maximum building heights, or floor area ratios (FAR)

The ordinance does:

1. Provide clarity and direction to the development community of the goals and objectives of Ketchum
2. Provide temporary regulations while permanent regulations are developed
3. Recommend five changes to the Ketchum zoning regulations as follows:
 - a. Minimum residential densities required for certain zone districts depending on project type
 - i. Community Core - Requires a minimum of 9 units per Ketchum townsite lot for 100% residential projects. For mixed-use projects the ordinance requires 5 units per townsite lot for projects with 30% or less commercial space, 3 units per townsite lot for projects with 31-60% commercial space, and one unit per townsite lot for projects with 61-80% commercial space. No residential units are required for projects with 80% or more of commercial space.
 - ii. Tourist - Requires a minimum of 9 units per 10,000 square feet of lot area for 100% residential projects. For mixed-use projects the ordinance requires 5 units per 10,000 square feet for projects with 30% or less commercial space, 3 units per 10,000 square feet for projects with 31-60% commercial space, and one unit per 10,000 square feet for projects with 61-80% commercial space. No residential units are required for projects with 80% or more of commercial space.
 - iii. T-3000 – Requires 5 units per 10,000 square feet of lot area.
 - iv. T-4000 and GR-H – requires 10 units per 10,000 square feet of lot area.
 - v. No minimum densities are proposed for General Residential-Low Density (GR-L), Limited Residential (LR, LR-1, and LR-2), Short-Term Occupancy (STO-1, STO-4, and STO-H), Light Industrial (LI, LI-1, and LI-2), Recreation Use (RU), or Agricultural and Forestry (AF) zone districts.
 - b. Consolidation of lots
 - i. Consolidation of lots permitted in all zone districts except General Residential-Low Density (GR-L), Limited Residential (LR, LR-1, and LR-2), Short-Term Occupancy (STO-1, STO-4, and STO-H).
 - ii. Consolidation of lots requires a preliminary plat and final plat application
 - iii. Additional review standards requiring conformance with land use approvals, zoning regulations, and comprehensive plan
 - c. Net loss of units
 - i. No project can result in the net loss of residential units through consolidation of units, or demolition and redevelopment of property
 - d. Retail parking exemptions
 - i. Any individual retail unit less than 5,500 square feet is exempt from parking requirements in the Community Core and Tourist zone districts
 - e. Conditional Use Permits for projects with density bonuses
 - i. Conditional Use Permits are required for any project utilizing the density bonus program in the Community Core (CC-1 and CC-2), the Tourist (T, T-3000, and T-4000), and General Residential - High Density (GR-H)
 - ii. The Planning and Zoning Commission has prepared a policy document to outline the expectations for successful projects
4. The ordinance would apply to all projects not deemed complete by the effective date of the ordinance.

BACKGROUND

The City of Ketchum, like most of Idaho, has seen a tremendous amount of growth in the past two years. In 2021, the State of Idaho had the highest population growth in the United States, according to US Census estimates. While the annual population growth rate in the City of Ketchum has been 1%, the city's population grew approximately 25% from 2019 to 2020. The City of Ketchum's 2014 Comprehensive Plan is the guiding document to assist the city in decision making when addressing population growth and the systems that support that growth, such as housing, transportation, and the economy. Due to the dramatic increase in

population growth, exacerbated by COVID-19, the lack of available housing to support employees of local businesses and the lack of available office, retail and restaurant spaces have escalated to a crisis level.

Changes to the zoning regulations have been made over time to facilitate a vibrant downtown and development of high-density housing. Some of the changes include:

- Elimination of the Form Based Code to allow for more innovation and creativity in downtown development
- Reduction or elimination of parking requirements for encouraged uses in the community core
- Density bonus program to incentivize the development of housing in certain zone districts
- Increased building heights in the Community Core, from a three-story limitation to four stories subject to City Council approval.

Although some projects are providing high density multi-family and mixed-use projects that contribute to the vibrancy of the downtown, many development projects are not. Market conditions and land prices are driving the development of low density, large luxury single-family residences, penthouse units and low-density townhouses throughout the city. Land prices are in part a function of the amount of square footage and mix of uses permitted through zoning. Currently, the development standards allow for the type of development that is counter to the Plan objectives. In the Community Core specifically, this results in little to no new commercial square footage to support the economy within the downtown and provide the vibrancy the Comprehensive Plan envisions.

Further, the trend for low density residential in the downtown consists of large single-family type condominiums for second homeowners. Over time, this results in dark streets with limited activity. This is not a new issue in the downtown. In 2005 Ketchum adopted an emergency ordinance prohibiting new single-family units in the Community Core. It was found that single family units degrade the vitality and economic stability of the downtown. Since 2005, single family dwellings have been prohibited in the Community Core.

The city's ability to respond to the current housing demand is hindered by the trend of residential development over the past 30 years. Data collected and published in the city's [Housing Action Plan Findings](#) indicate over 50% of the city's housing stock was built prior to 1980 and there has been a dramatic decrease in residential construction since 1989. As discussed in detail in the staff report below, older high-density developments have been demolished and replaced with less dense developments, reducing the number of available units to the community. Ketchum has also lost residential units to the consolidation of lots, consolidation of units, and conversion of long-term rentals into short-term rentals. It is estimated that from 2000 to 2019, the city lost 475 long term rental and ownership housing units in Ketchum. from the long-term housing stock to.

The Housing Action Plan Findings indicate that in addition to the 475 housing units lost to short term rentals, there will need to be between 65 and 100 housing units built, converted, or stabilized annually in Ketchum to ensure adequate housing for the City's workforce and support the dynamic demands of a resort community economy. In addition to the loss of long-term rental and ownership units in Ketchum, the construction of new housing units is decreasing not increasing. From 1990 to 2009, approximately 290 units were constructed for an average of 15 units per year. From 2010 to 2020, only 92 units were constructed for an average of 9 units per year, a significant decrease from previous years.

What this means for Ketchum today is that there is less housing being constructed now than in the past. This results in a scarcity of housing for all income levels thereby increasing the cost and limiting availability of housing. Simply put, Ketchum is not constructing enough housing to meet the demand.

The City Council, Planning and Zoning Commission, and Urban Renewal Agency acknowledged there is a crisis during a joint work session on February 8, 2022 and identified short- term actions that could be taken by each entity based on their role, authority, and capacity. The Commission has the authority to recommend changes to the City of Ketchum Zoning Regulations for consideration by the City Council. Staff presented three ideas at the Feb 8 meeting for consideration:

- Establish minimum density requirement in multi-family, tourist, and community core zone districts
- Eliminate or reduce minimum lot size in residential zoning districts
- Permit multi-family development to occur in all residential zoning districts, including single-family zones

The Commission also expressed concern about the type of development projects occurring in the downtown and the long-term impact on the vibrancy and housing inventory. Expressing a sense of urgency, the Commission asked staff to develop a list of regulatory changes that could address the concerns. On February 15, 2022, Staff presented potential short- and long-term code changes for consideration (Attachment C). Short-term changes are those that can be easily implemented with minimal staff time. The long-term changes require additional time allowing for staff analysis, outreach, and development.

At the February 15, 2022, Commission meeting, there was general agreement with the proposed short-term recommendations. The Commission reiterated that changes to the regulations need to be thoughtful and carefully crafted to achieve the goals of the city and allow the development community the flexibility and predictability to execute projects. The Commission asked staff to draft an ordinance for review prior to presentation to City Council for review.

Proposed Ordinance

An interim ordinance, adopted through emergency ordinance procedures, is a tool to quickly and temporarily implement code changes while permanent ordinance language is being developed. Interim ordinances layer over the existing zoning regulations, superseding applicable regulations, allowing the city to test regulations and determine effectiveness for a limited period. Upon expiration of the ordinance, a permanent ordinance must be in place, or the regulations become null and void. As proposed, the ordinance would be adopted through emergency ordinance procedures. Ketchum is in crisis with the loss of restaurants, retail, and offices in the downtown coupled with the scarcity of housing available for all income levels. If something is not done immediately, there will be irreparable harm to the long-term vitality and economic stability of Ketchum and irreversible loss of housing to support a diverse community and a strong economy.

The proposed ordinance is not a moratorium on development within the city and does not propose any decrease or change to maximum building heights or permitted floor area ratios (FAR). Staff carefully crafted the ordinance to consider available data and policy directives from the 2014 Comprehensive Plan, ensuring that all proposed changes are reasonable and can be executed by the development community. Primarily, the ordinance sets standards that will support a strong and diverse economy, foster a vibrant downtown, and provide a variety of housing options for all residents and visitors. The full ordinance can be found as Attachment A. Below is an overview of each element of the ordinance.

ANALYSIS

Staff recommends interim changes to Title 16 – *Subdivision Regulations* and Title 17-*Zoning Regulations* of the Ketchum Municipal Code related to the following:

- Minimum residential densities
- Consolidation of lots
- Net loss of units
- Retail parking exemptions
- Conditional Use Permits for projects with density bonuses

Staff initially recommended a change to the definition of “dwelling, multi-family”, but no longer recommends a change to this definition. After a deeper review of how an update to the definition would impact all zone districts, it was determined that a change would create zoning interpretation issues within the GR-L, LR, and LI zone districts requiring a much more extensive set of text changes. Staff believe the goals are effectively addressed in the short term with the code changes proposed.

Below is an overview of the proposed standards, goal of the proposal, and any additional data or information staff used to develop the recommendation. It is important to note that no change in building height or increase in allowable floor area ratio (FAR) is being proposed at this time.

Ordinance Section 4 - Minimum Residential Densities

Goal: Increase the supply of housing and number of new residential units constructed in appropriate high density and select commercial zone districts as guided by the comprehensive plan.

Not all zone districts, particularly low-density residential districts, need minimum density requirements to achieve the goals of the comprehensive plan. Staff is not recommending minimum residential density requirements for the General Residential – Low Density (GR-L), Limited Residential (LR, LR-1, and LR-2), Short Term Occupancy (STO-1, STO-4, and STO-H), Light Industrial (LI, LI-2, and LI-3), Recreation Use (RU), and Agricultural and Forestry (AF) zone districts. Staff proposes minimum residential densities in the Community Core (CC-1 and CC-2), Tourist (T, T-3000, and T-4000), and General Residential – High Density (GR-H) zone districts. Staff also recommends some flexibility in the minimum density requirements by allowing the densities to be adjusted with approval of a Conditional Use Permit (Section 5 of the Ordinance).

To develop a sound recommendation for consideration by the Commission, staff analyzed sample data from constructed projects in each zone district and land use designations in the 2014 Comprehensive Plan. Below is additional information on how these pieces of information were used.

- Sample of constructed projects within each zone district – Staff selected a sample of constructed projects in each zone district representing a variety of densities, low and high. This data is site specific and based on actual lot area and number of units. Although the sample does not include all constructed projects within a zone district, the data clarifies and quantifies what exists today and the range of development possibilities. Detailed data of constructed projects by zone district is included as Attachment E.
- Future Land Use Map Designation – The Future Land Use Map (FLUM) included in the 2014 Comprehensive Plan is the guiding document for future land uses and intensities of those uses when changes occur. The FLUM designates future land uses for every property within the City. Examples of designations include low, medium, and high density residential as well as “Commercial/Employment”. It is important that the targeted minimum density is consistent with what the FLUM states is the desired future use. Although specific density targets are not included in the Plan, except for low density residential, the Plan identifies primary and secondary uses and those were used to identify appropriate density targets. Staff compared the current zone districts within the city with the FLUM

designation to ensure that proposed densities are appropriate. See Attachment G for the zone district and FLUM comparison.

In addition to the information above, staff analyzed data from previous efforts conducted by the city and developed additional development scenarios specific to the Community Core zone district:

- 2017 Love Schack Architecture Parking and Development Analysis – The city contracted with the architectural firm to evaluate how parking requirements impact development in the community core. The analysis was utilized by staff, the Commission, and City Council when determining the parking incentives and parking requirements for development in the downtown that are in place today. The analysis included development scenarios for a variety of project types including 100% residential and mixed-use, with or without underground parking. Staff believes these examples are still valid and can assist in the establishment of minimum density requirements downtown. These examples were not used in the development of minimum densities for the T or GR-H zone districts. Please see Attachment D for the full analysis.
- Development scenarios conducted by staff - As the Love Schack scenarios did not contemplate more than one floor of commercial, staff evolved the base assumptions of the Love Schack model to project scenarios of projects with 30%, 60%, and 80% commercial square footage. This analysis is important to understand what impact increased commercial space has on residential density potential. The model assumes on-site community housing, average unit size of 1,200 square feet, surface parking on the rear of the ground floor, and 15% of square footage dedicated to common areas and mechanical systems. The mixed use development scenarios can be found in Attachment F.

Below is an overview of each zone district where minimum densities are proposed and why the density target was chosen:

Community Core (Subdistricts 1 and 2)

The comprehensive plan designates the Community Core as “Retail Core” and “Mixed Use Commercial” mirroring the current CC-1 and CC-2 zone districts. Both designations identify the primary use of commercial, but state that residential can be appropriate on upper floors in both designations. As such, it is important to not hinder commercial development with minimum residential density requirements. As shown in Table 1, staff recommends a minimum residential density for projects that are 100% residential, and different minimum residential densities for mixed-use projects depending on the amount of commercial square footage. Commercial square footage is calculated as amount of “net leasable area”.

Table 1: Recommended Minimum Residential Densities for CC district (units/SF)

CC Subdistricts 1 and 2	100% Residential Development 9 units / 5,500 SF			
	Mixed Use Development			
	≤ 30% Commercial 5 units / 5,500 SF	31-60% Commercial 3 units/ 5,500 SF	61-80% Commercial 1 units / 5,500 SF	≥ 80% Commercial No Minimum

Since 2018, following changes to the parking standards to facilitate smaller units, restaurant and retail uses, the city has approved 11 projects including five that are 100% residential and six that are mixed use. All approved projects are either under construction or have been completed by the date of this report. Table 2 provides an overview of the residential densities for the 11 projects in the community core. Densities are listed as units per standard Ketchum Townsite lot (5,500 square feet).

Table 2: Approved Project Densities 2018-2021 (units/5,500 SF)

Project Type	High	Low	Average	Median
100% Residential	20	5	11	7
Mixed-Use	7	1	4	4

The mixed-use projects outlined above included a range of commercial square feet from 16-62% commercial with an average of 32% commercial space.

The Love Schack development scenarios included in Attachment D outline mixed use and 100% residential projects that can be achieved under the city's current parking requirements. The scenarios assume only ground floor commercial and surface parking on single Ketchum Townsite lots. The development scenarios outline that the following densities can be achieved and parked under the current code.

Table 3: Love Schack Development Scenarios – Ketchum Townsite Lots

Project Type	Density
100% Residential	6-11 units
Mixed Use*	13-14 units

The last data point used by staff are development scenarios for mixed use projects with varying amounts of commercial square footage as shown in Table 4. The densities shown reflect a range as there is 1,169 square feet of community housing required, which could result in one or two units depending on unit size.

Table 4: Residential Density Scenarios for Mixed Use Projects

	30% Commercial	60% Commercial	80% Commercial
Residential Density	6-7 units	4-5 units	2-3 units

As demonstrated above, there are a variety of project types and development scenarios that can be achieved in the Community Core. Staff believe the recommended minimum densities take into consideration the various constraints of a property such as lot size and parking. Staff also believe that the minimum densities encourage the development of more units and variety of unit types and sizes, when using the parking incentives.

Tourist Zone Districts (T, T-3000, and T-4000)

The comprehensive plan designates the Tourist zone districts as either "Commercial/Employment" or "High Density Residential" except for T-3000 which is designated "Medium Density Residential". The Commercial/Employment category is only present in the T zone district and mimics many of the characteristics of the Mixed-Use designation in the Community Core, however, commercial spaces should be geared towards visitors. There are a variety of residential unit types, and the current development pattern is similar to a residential district, therefore, the densities should not be as high as those in the Community Core.

As shown in Table 5, staff recommends minimum residential densities for residential and mixed-use projects in the T zone district, but mixed-use projects are not contemplated for the T-3000 and T-4000 zone districts. It is important to note that the residential densities outlined are per 10,000 square feet of land, not per Ketchum townsite lot. This is because the standard Ketchum Townsite lot is only found in the Community Core and would not be a reasonable unit of measure for other areas of town.

Table 5: Proposed Minimum Residential Densities for Tourist Zone Districts (units/SF)

T	100% Residential Development 9 units / 10,000 SF			
	≤ 30% Commercial 5 units / 10,000 SF	31-60% Commercial 3 units / 10,000 SF	61-80% Commercial 1 unit / 10,000 SF	≥ 80% Commercial No Minimum
T-3000	5 units / 10,000 SF			
T-4000	10 units / 10,000 SF			

The proposed residential densities above were developed by analyzing a range of projects within these zone districts and reviewing the targeted future land use for the zone district. As shown in Table 6 below, a variety of densities exist in these zone districts today, including projects with densities over 10 per 10,000 square feet.

Table 6: Actual Project Densities by Zone District (units/10,000 SF)

Zone District	High	Low	Average	Median
Tourist	12	1	5	5
T-3000	7	3	4	4
T-4000	2	1	1	1

The T-4000 zone district is unique as it is currently made up of one single family subdivision and one large piece of vacant land. The Comprehensive Plan designates this zone district as “High Density Residential”. This is likely to ensure that when the vacant property is redeveloped, that the product is high density residential rather than a continuation of the single-family pattern of development.

GR-H Zone District

The comprehensive plan designates the GR-H zone district as “High Density Residential”. Staff recommend a minimum residential density of 10 units per 10,000 square feet. Table 7 is an overview of what is present in the zone district today.

Table 7: Actual Project Densities (units/10,000 SF)

Zone District	High	Low	Average	Median
GR-H	6	2	4	4

As discussed in the introduction of this staff report, the GR-H zone district is the area where higher density projects have been replaced with lower density projects. These examples include the Bavarian Apartments with a density of 4 units per 10,000 square feet, replaced with three residential projects with a density of 1. The Wood River Raquet Club had a density of 8 units per 10,000 square feet, replaced for a project with a density of 3. Additionally, the GR-H zone district is an area where continued decrease in density has occurred in recent years. As shown in Attachment E, historic densities are double or triple the density of projects proposed in the past two to three years.

Staff believe a minimum of 10 units per 10,000 square feet facilitates the development of high-density residential in a location designated for such development by the comprehensive plan and allows the city to build back the loss of residential units from previous redevelopments.

Ordinance Section 6 - Consolidation of Lots

Goal: Limit the loss of existing housing stock and preserve future development potential on vacant lots.

As discussed at the February 15, 2022, meeting with the Commission, consolidation of lots can be an effective way to achieve the minimum densities proposed above as it provides more land area and potential for more efficient building design or use of space. Staff proposes that consolidation of lots be permitted, with additional review standards, in all zone districts except for the GR-L, STO, and LR zone districts. These zone districts do not have proposed minimum densities and therefore consolidation of lots to achieve density requirements is not applicable. Additionally, prohibiting consolidation of lots in these zone districts limit the loss of development potential or reduction in existing housing stock.

Staff recommend the following for consolidation of lots in zone districts where permitted:

- Consolidation applications no longer processed through the Readjustment of Lot Lines process to ensure review by the Commission
- Addition of approval criteria to ensure all consolidations conform with development or building permit approvals, zoning regulations, and the comprehensive plan.
- Final Plat approval for consolidation of lots cannot be complete until the associated project is complete

Ordinance Section 7 - Net Loss of Units

Goal: Prevent loss of residential units to ensure the total number of residential units in the city does not decrease.

Loss of units can occur through the consolidation of existing units such as duplexes or condos into one unit, or demolition of an existing structure and replacement with new development that provides less units than previously existed on the property. To limit the consolidation of units and ensure the number of units existing on a property does not decrease, staff recommends that no project can result in the net loss of residential units on a property. The best way to implement this requirement is to evaluate proposed projects upon receipt of a demolition permit. Not all projects require Design Review approval, but in both scenarios mentioned above, a demolition permit is required.

Staff recommends that no demolition permit be issued which results in a net loss of residential units and that all demolition permits must be submitted with a building permit application for a replacement project. This approach is similar to the review and approval of demolition permits on structures that are older than 50 years.

For properties in zone districts with minimum density requirements, number of units may be dictated by the minimum density or the number of existing units. Below are two examples that illustrate how the regulations work together:

- If a property contains two units in a zone district where a minimum of five units are required, redevelopment of the project must include five units.
- If a property contains eight units in a zone district where a minimum of five units are required, redevelopment of the property must include eight units.

Ordinance Section 8 - Parking Exemptions

Goal: Incentivize the development of retail space within all subdistricts of the Community Core zone district.

The city updated the parking standards for the CC and Tourist zone districts in 2017. As an incentive to provide retail space in new development, no parking was required for retail space less than 5,500 square feet. The 5,500 square foot threshold was established to prevent big box or single tenant large volume retailers from

locating in the downtown. The present code language is inhibiting inclusion of multiple retail spaces at or under 5,500 square feet from being included in projects.

To provide greater flexibility and encourage multiple smaller retail spaces in a project, staff recommend the parking exemption for retail space less than 5,500 square feet be applied on a per retail unit basis, not total net leasable square footage of the project. This approach would encourage further development of retail uses on the ground floor of larger projects.

Ordinance Section 9 - Conditional Use Permits

Goal: Provide the Commission the ability to ensure all projects receiving a density bonus contribute not only to community housing, but to the vibrancy of the community and the economic stability of Ketchum.

Staff recommends a Conditional Use Permit (CUP) be required for projects exceeding the base floor area ratio (FAR) outlined in Section 17.124.040 of the KMC and as shown below in Table 8.

Table 8: Floor Area Ratio Maximums by Zone District

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

Staff also recommends a Conditional Use Permit for conversion of commercial space into residential space in the above listed zone districts. Currently, the Commission only has oversight of the design review criteria for projects which does not address mix of uses which is a key ingredient for ensuring a vibrant and active downtown and tourist areas. To provide clarity to applicants and more certainty in the project review process, the Commission asked to establish a policy statement outlining goals and expectations for projects within the Community Core. Staff prepared a policy document included as Attachment B for consideration.

Although some members of the Commission recommended a higher threshold for the CUP than what is proposed, staff recommends the threshold for CUP be consistent with the density bonus program to reduce confusion. The density bonus threshold is what delineates discretionary review from what is allowed by-right. It is important to provide a consistent benchmark for the development community of when certain rules apply.

STAFF RECOMMENDATION

Staff request the Commission consider the information above and make a recommendation on the proposed ordinance and draft conditional use permit policy statement. Although a hearing with the Commission is not required for the ordinance, staff recommends the Commission make a recommendation to the City Council.

ATTACHMENTS:

- A. Emergency Ordinance 1234
- B. Policy Statement for Community Core, Tourist, and GR-H Projects
- C. Staff Memorandum – February 15, 2022
- D. Love Schack Architecture Analysis
- E. Zone District Density Data
- F. Mixed Use Development Scenarios
- G. Comprehensive Plan Zone District Comparison
- H. Public Comment

Attachment A:

Emergency Ordinance 1234

ORDINANCE 1234

AN EMERGENCY ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, FINDING AN IMMINENT PERIL TO PUBLIC HEALTH, SAFETY, OR WELFARE EXISTS AND THE NEED TO IMMEDIATELY IMPLEMENT REVISED DEVELOPMENT STANDARDS THAT REQUIRE MINIMUM RESIDENTIAL DENSITIES IN CERTAIN ZONE DISTRICTS; REGULATE THE CONSOLIDATION OF LOTS IN CERTAIN ZONE DISTRICTS; PROHIBIT THE REDUCTION OF DWELLING UNITS IN CONJUNCTION WITH DEVELOPMENT PROJECTS REQUIRE A CONDITIONAL USE PERMIT FOR CERTAIN DEVELOPMENT PROJECTS IN THE COMMUNITY CORE (CC) ZONE DISTRICT; AND CLARIFY PARKING REQUIREMENTS FOR RETAIL USES IN THE CC ZONE DISTRICT; PROVIDING FOR PUBLICATION BY SUMMARY; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE AND A SUNSET DATE.

WHEREAS, Idaho Code Section 67-6523 authorizes local jurisdictions to enact emergency ordinances when the local governing board finds imminent peril to the public health, safety, or welfare; and

WHEREAS, the State of Idaho and the Idaho Housing and Finance Association has stated that access to workforce housing has become a statewide challenge impacting urban, rural, and resort communities, resulting in a proposal for a state-led gap financing program for development of workforce housing; and

WHEREAS, the 2014 Ketchum Comprehensive Plan identifies ten core values vital to the City's ability to achieve its vision including 1) A Strong and Diverse Economy, 2) Vibrant Downtown, and 4) A Variety of Housing Options; and

WHEREAS, the City of Ketchum (the "City") is experiencing a significant population increase and a severe shortage of housing for the local workforce at all income levels which is threatening the livelihood and straining the resources of the City, its citizens, and its businesses; and

WHEREAS, businesses in Ketchum have been forced to reduce operating hours in the past two years due to lack of workforce; and

WHEREAS, the City's average annual population growth rate is approximately 1%, however, the population of the City increased 25% from 2019 to 2020; and

WHEREAS, the City collects housing specific data and is developing a Housing Action Plan to address the immediate need for more housing in the City; and

WHEREAS, the City lost 475 long-term rental and ownership housing units from 2000 to 2019; and

WHEREAS, in addition to the 475 housing units lost, the Housing Action Plan Summary and Findings identify the need to build, convert, or stabilize between 65 and 100 housing units

annually in the City to ensure adequate housing for the City's workforce and support the dynamic demands of a resort community economy; and

WHEREAS, from 1990 to 2009, approximately 290 units were constructed for an average of 15 units per year. From 2010 to 2020, only 92 units were constructed for an average of 9 units per year, a significant decrease from previous years; and

WHEREAS, the City is experiencing an increase in the redevelopment of property as more than half of the City's housing stock was built before 1980 and there are a limited number of vacant properties within city limits; and

WHEREAS, development permitted under the current zoning regulations result in low-density residential development in areas where the 2014 Ketchum Comprehensive Plan envisions medium to high density residential and vibrant mixed-use development; and

WHEREAS, the City Council, Planning and Zoning Commission, and Ketchum Urban Renewal Agency determined at a joint meeting on February 8, 2022, that immediate action to address housing issues within the City were necessary; and

WHEREAS, staff presented options for addressing housing issues to the Planning and Zoning Commission at a special meeting on February 15, 2022; and

WHEREAS, the Planning and Zoning Commission reaffirmed the urgent need for solutions to address housing issues; and

WHEREAS, the traditional development season is imminent and there is an immediate necessity to provide development applicants with some certainty on standards sooner than later; and

WHEREAS, the provisions of this ordinance are temporary in nature and shall expire one hundred and eighty-two (182) days after the adoption of this emergency ordinance; and

WHEREAS, during the pendency of this emergency ordinance, the City will pursue a public process to explore the development and creation of an interim ordinance and/or permanent ordinance to further formalize the changes proposed in this emergency ordinance.

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

Section 1. Finding of Imminent Peril to the Public Health, Safety and Welfare. The City Council hereby finds that an imminent peril to the public health, safety and welfare exists caused by the permanent loss of land in Ketchum available to house the local workforce and provide a mixture of commercial uses necessary to support the Ketchum economy based on the following:

- a. Businesses in the Community Core are closing or reducing business hours due to a lack of workers.
- b. Commercial, entertainment, retail and restaurant use in the Community Core are essential to the economic vitality and public health, safety and welfare of the residents and visitors to the City.

- c. Each time a project is developed with low density residential, similar to single family dwellings, or with limited commercial use, the City permanently loses the potential to develop such property for higher density residential or projects containing commercial, entertainment, restaurant or retail uses.
- d. The permanent loss of properties that could otherwise be development for higher density residential or commercial uses, threatens the economic vitality of the City, threatens to permanently impair, or reduce revenue to support city operations and essential services without limitation, fire, police, emergency medical, and snow removal.
- e. If the upcoming development season proceeds without more immediate revisions to development standards, then the negative impacts and harms listed above will be further exacerbated in a nonreversible way.
- f. The City finds it requires sufficient time to study and review the public health, safety, and welfare concerns as identified above and adopt interim standards while the review is underway.

Section 2. The following interim regulations and standards apply to applications filed pursuant to Title 16 - Subdivision Regulations and Title 17 - Zoning Regulations. Wherever any provision in Title 16 or Title 17 or any other ordinance, rule or regulation of any kind contain standards covering the same subject matter, the standards of this Ordinance shall apply.

Section 3. All zoning districts referenced in this ordinance are pursuant to Ketchum Municipal Code (the “KMC”) Chapter 17.18 – *Zoning Districts* and abbreviated as referenced. All terms in this ordinance are defined in Section 17.08.020 – *Terms Defined* and 16.04.020-*Definitions* of the KMC with the addition of the following:

- A. Consolidation – the action or process of combining more than one lot or unit into a single lot or unit.
- B. Residential Density – the number of dwelling units per square feet of lot area.

Section 4. There shall now be minimum residential densities for multi-family and mixed-use developments in certain zone districts within the City as follows:

Zone District	Minimum Residential Density Required (units/SF)			
CC Subdistricts 1 and 2	100% Residential Development 9 / 5,500			
	Mixed Use Development			
	≤ 30% Commercial 5 / 5,500	31-60% Commercial 3 / 5,500	61-80% Commercial 1 / 5,500	≥ 80% Commercial No Minimum
T	100% Residential Development 9 / 10,000			
	Mixed Use Development			
	≤ 30% Commercial 5 / 10,000	31-60% Commercial 3 / 10,000	61-80% Commercial 1 / 10,000	≥ 80% Commercial No Minimum

T-3000	5 / 10,000
T-4000	10 / 10,000
GR-H	10 / 10,000
GR-L	No minimum
LR, LR-1, and LR-2	No minimum
STO-1, STO-4, and STO-H	No minimum
LI, LI-2, and LI-3	No minimum
RU and AF	No minimum

Section 5. Minimum densities identified in Section 4 may be adjusted subject to the review and approval of a Conditional Use Permit by the Planning and Zoning Commission.

Section 6. There shall now be standards for the consolidation of lots. Additionally, there shall be a specific application type, process, and additional standards for the review and approval of the consolidation of lots as follows:

A. Consolidation of lots within the City shall be permitted in certain zone districts as follows:

Zone District	Consolidation of Lots
CC - Subdistricts 1 and 2	Permitted subject to additional standards
T	Permitted subject to additional standards
T-3000	Permitted subject to additional standards
T-4000	Permitted subject to additional standards
GR-H	Permitted subject to additional standards
GR-L	Permitted subject to waiver
LR, LR-1, and LR-2	Permitted subject to waiver
STO-1, STO-4, and STO-H	Permitted subject to waiver
LI, LI-2, and LI-3	Permitted subject to additional standards
RU and AF	Permitted subject to additional standards

- B. The definition of “Readjustment of Lot Lines” in KMC Section 16.04.020 - *Definitions*, also known as Lot Line Shifts, shall no longer include the “removal of lot lines”.
- C. Consolidation of lots may only be considered pursuant to the requirements and standards of KMC Section 16.04.030 – *Procedure for Subdivision Approval*.
- D. All preliminary plat applications for consolidation of lots shall be submitted concurrent with a building permit application or land use development application as applicable.
- E. The final plat for consolidation of lots shall not be signed by the City Clerk and recorded until the development has received one or both of the following as applicable:
 - 1. A certificate of occupancy issued by the City of Ketchum; and

2. Completion of all design review elements as approved by the Planning and Zoning Administrator.
- F. In addition to KMC Section 16.04.040, all preliminary plat applications for consolidation of lots shall comply with the following criteria:
 1. The preliminary plat application is in conformance with all applicable building permit and land use development approvals.
 2. The preliminary plat application is in conformance with all applicable Zoning Regulations contained within Title 17 – Zoning Regulations.
 3. The preliminary plat application is found to be in conformance with the comprehensive plan in effect at the time the application was deemed complete.

Section 7. No demolition permit shall be issued pursuant to Chapter 15.16 of the KMC that results in the net loss in the total number of residential units currently existing on a property as of the effective date of this ordinance. The following standards apply to all properties within the City:

- A. Development of property, in any zone district, may not result in the net loss of dwelling units.
- B. Total number of dwelling units shall be calculated including all listed or defined dwelling unit uses and terms in the KMC such as, but not limited to, “dwelling, one family”, “dwelling, multi-family”, “dwelling unit, accessory”, and “work/live unit”.
- C. No demolition permit shall be issued for any structure until a building permit application for a replacement project on the property and required fees have been accepted by the City and deemed complete.

Section 8. There shall be no parking required for individual retail spaces of 5,500 square feet or less within the Community Core (CC) and Tourist (T) zoning districts.

Section 9. A Conditional Use Permit (CUP), as stipulated in KMC Chapter 17.116, is required for all development projects that:

- a. Exceed a 1.0 floor area ratio (FAR) within Subdistrict 1 and Subdistrict 2 of the CC zone district and a 0.5 FAR in the T, T-3000, T-4000, and GR-H zone districts.
- b. Change of use resulting in a conversion of commercial square footage to residential square footage.
- c. No fee shall be charged for Conditional Use Permit applications submitted concurrent with Design Review applications with FAR exceedance.

Section 10. This ordinance shall be in full force and effect from and after its passage and approval and shall remain in effect for a period not to exceed one hundred and eight two (182) days from its effective date, pursuant to Idaho Code Section 67-6523.

Section 11. The notice and hearing requirements generally applicable to ordinances are not practical in light of the emergency nature of this ordinance, and therefore this ordinance will be heard under an abbreviated notice process pursuant to Idaho Code Section 67-6523.

Section 12. Pursuant to the affirmative vote of one-half (1/2) plus one (1) of the

members of the City Council, the rule requiring two (2) separate readings by title and one (1) reading in full be waived, and the same is hereby dispensed with, and accordingly, this emergency ordinance shall be in full force and effect immediately upon its passage and approval.

PASSED BY THE CITY COUNCIL and APPROVED by the MAYOR OF KETCHUM IDAHO,
on this ____ day of ____ 2022.

APPROVED:

Neil Bradshaw, Mayor

ATTEST:

Tara Fenwick, City Clerk

Attachment B:

Policy Statement for
Community Core, Tourist, and
GR-H Projects



City of Ketchum Planning & Building

PLANNING AND ZONING COMMISSION POLICY STATEMENT

Goals for Successful Development in the Community Core, Tourist, and High-Density Zone Districts

The city adopted Emergency Ordinance 1234 which requires a Conditional Use Permit for any project taking advantage of the density bonus program outlined in Ketchum Municipal Code Section 17.124.040 – *Floor area ratios and community housing*. The goal of the Conditional Use Permit is to ensure that all projects receiving a density bonus contribute not only to community housing, but to the vibrancy of the community and the economic stability of Ketchum. The 2014 Ketchum Comprehensive Plan outlines future land uses for each zone district in Ketchum which were codified in 2015 when the zoning regulations were updated to include stated purposes for each zone district. To provide additional clarity to the development community, the following information outlines the purpose of each zone district and outlines the expectations and type of projects encouraged by the Planning and Zoning Commission.

Community Core (CC-1 and CC-2)

Zoning Ordinance Purpose

The purpose of the CC community core district is to promote a compact and cohesive center of commerce and culture, to promote an attractive and safe pedestrian environment which includes sidewalks, gathering spaces, streetscape amenities and landscaping, to retain the unique small-town scale and character and to encourage buildings which respect Ketchum's historical and geographic context while providing diversity. Compatible mixed uses including retail, office, residential and cultural uses are encouraged. Commercial uses are concentrated in the CC District which is consistent with the City's comprehensive plan and the downtown master plan.

Successful projects in the Community Core - Retail Core subdistrict have:

- Maximized ground floor restaurant and retail uses with outdoor public amenities such as outdoor seating and dining.
- Upper floors of primarily office use and minimal residential.
- On-site community housing.
- Parking allocations that do not exceed minimum parking requirements.
- Underground or tuck under parking for projects on more than one Ketchum Townsite Lot.
- Below grade uses limited to storage, mechanical, and parking.

Successful projects in the Community Core - Mixed Use subdistrict have:

- Maximized ground floor restaurant and retail uses with outdoor public amenities such as outdoor seating and dining.
- Primarily active commercial on the ground floor such as retail, restaurants, recreation, health/wellness services, and government.

- Commercial uses, such as office, on the upper floors. Limited office uses on the ground floor but should not be fronting the street.
- Below grade uses limited to storage, mechanical, and parking. Placement of commercial or residential uses below grade is not appropriate.
- Parking allocations that do not exceed minimum parking requirements.
- Underground parking for projects on more than one Ketchum Townsite Lot.
- Upper floors primarily contain commercial or residential uses.
- On-site community housing.
- 100% residential projects have strong connection to the street such as individual entrances to each ground floor residential unit and non-privatized outdoor common areas.

Tourist (T)

Zoning Ordinance Purpose

The purpose of the T Tourist District is to provide the opportunity for high density residential and tourist use, land ownership and development including certain restricted business and personal service establishments in conjunction with such use, which can be justified on the basis of the primary use within the district. Tourist district classifications are intended to be carefully placed in the neighborhood structure to assure the closest possible compatibility with the surrounding uses and development. Dimensional requirements in this zone are designed to complement and enhance the neighborhoods in this zone, and to encourage articulation and quality design in new buildings. The tourist zone contains several distinct areas, including the Entrance Corridor, Second Avenue, River Run, Warm Springs Base Area and Saddle Road.

Successful projects in the Tourist zone district have:

- High density residential projects with a variety of housing unit types and sizes
- On-site community housing
- Active non-privatized common areas
- Active and passive commercial uses and hotels focused on serving visitors and second homeowners
- Underground parking where feasible to maximize public gathering areas

T-3000, T-4000, and General Residential-High Density (GR-H)

Zoning Ordinance Purpose

GR-H: The purpose of the GR-H General Residential - High Density District is to accommodate the need for higher density residential land use alternatives within a district generally limited to residential uses while still preserving neighborhood amenities and favorable aesthetic surroundings.

Tourist-3000 and Tourist-4000: The purpose of the T-3000 District is to provide the opportunity for short term tourist accommodations with limited tourist support services subordinate to and in conjunction with tourist housing. Dimensional requirements in this zone are designed to complement and enhance the neighborhoods in this zone and to encourage articulation and quality design in new buildings.

Successful multi-family residential developments have:

- High-density residential projects with a variety of housing unit types and sizes within the entirety of a project
- On-site community housing
- Active non-privatized common areas

Attachment C:
Staff Memorandum –
February 15, 2022



City of Ketchum Planning & Building

STAFF REPORT KETCHUM PLANNING AND ZONING COMMISSION REGULAR MEETING OF FEBRUARY 15, 2022

INTRODUCTION

The City of Ketchum, like most of Idaho, has seen a tremendous amount of growth in the past two years. In 2021, the State of Idaho had the highest population growth in the United States, according to US Census estimates. The City of Ketchum's 2014 Comprehensive Plan is the guiding document to assist the city in decision making when addressing population growth and the systems that support that growth, such as housing, transportation, and the economy. Due to the dramatic increase in growth, exacerbated by COVID-19, some key issues identified in the plan such as the fostering of a vibrant downtown and the need to house the community's workforce have escalated.

The City of Ketchum is actively working on many key infrastructure projects and the development of a Housing Action Plan to ensure that the city can adequately support our growing community. Additionally, changes to the zoning regulations have been made over time to facilitate a vibrant downtown and development of high-density housing. Some of the changes include:

- Elimination of the Form Based Code to allow for more innovation and creativity in downtown development
- Reduction or elimination of parking requirements for certain types of uses in the community core
- Density bonus program to incentivize the development of housing in certain zone districts
- Increased building heights in the Community Core, from a three-story limitation to four stories subject to City Council approval.

Although some projects are meeting the overall intent of the changes, providing high density multi-family and mixed-use projects that contribute to the community, many development projects are not. Market conditions and land prices are driving the development of low density, large luxury single-family residences, penthouse units and low-density townhouses throughout the city. In the Community Core specifically, this results in very limited development of commercial square footage needed to support the economy within the downtown and provide the vibrancy the comprehensive plan envisions. Further, the trend for residential in the downtown consists of low-density single-family type condominiums for second homeowners. Over time, this results in dark streets with limited activity. Below is an overview of key issues and trends seen in current development projects not only in the Community Core, but throughout the city.

Identified Issues and Development Trends:

- **Loss of Housing/Density**
 - Removal of multiple units on a site and replacement with a project containing fewer units that previously existed. For example, there may be 2-3 units on a site that are being demolished and replaced with a project of 1-2 units.
 - Construction of fewer units in areas that are identified for high density development such as the Community Core, Tourist, and GR-H zone districts.
 - Loss of smaller more affordable units as a result of combining multiple residential lots for development of one large lot for one large single-family home.

- **Vibrancy in the Community Core**

- Development of 2-4 large single family condominium units on sites that can accommodate 5-7 units of varying sizes and affordability in the Community Core. The larger units are targeted for individuals who will not be full time residents in the downtown resulting in projects with little to no activity.
- Low inventory of commercial space in the Community Core for office and retail uses placing pressure on Light Industrial zone district for uses that are not permitted in the Light Industrial area.
- Low inventory of restaurant space limiting new restaurants and existing restaurants the ability to relocate or expand due to increase in size or displacement from redevelopment.
- Lack of public gathering spaces on the ground floor in the community core limiting opportunities for the community to gather

ANALYSIS

Currently, the Planning and Zoning Commission has no authority to review or modify mix of uses proposed in new development. The Planning and Zoning Commission's purview is limited to design review of the building.

To address the stated issues above, the Commission would need the authority to evaluate not only the design of a building but also the proposed mix of uses in a new development project. The mix of uses is a key ingredient for ensuring a vibrant and active downtown. The Commission has the authority to recommend changes to the City of Ketchum Zoning Regulations for consideration by the City Council. Staff believe there are a variety of short- and long-term regulatory changes that can be made. Below is an overview of proposed changes for consideration by the Commission.

As we enter a new development season, the Commission may want to consider immediate short-term measures that can be easily implemented while a longer-term solution is being developed. The other option is to focus on the longer-term solutions without interim measures in place. Staff would recommend the Commission consider recommending short term measures to be in place while the long-term measures are being reviewed and adopted.

Short Term

The following regulatory changes could be made through an emergency interim ordinance to immediately allow Commission review of the mix of uses in a new project, halt the loss of housing, and increase the density of proposed projects where appropriate.

1. **Require Conditional Use Permit for any project over 1.0 FAR in the Community Core.**

In order for the Commission to have review and approval authority over the mix and type of uses in a new project, there must be a permit required for review. In the short term, the Commission could require a Conditional Use Permit along with the Design Review Permit for any project over 1.0 FAR. This would allow the Commission to review new mixed-use projects to allow for site specific evaluation of the project's programming and how it achieves the desired vision for the downtown. This would be considered an interim step while the development of more specific program requirements is evaluated .

2. **Require minimum residential densities in the Community Core (CC), Tourist (T), and General Residential – High Density (GR-H).**

A minimum number of residential units based on the size of the lot could be set for each zone district based on an analysis of what the comprehensive plan envisions, what the zoning regulations allow for, and what has been constructed. Minimum densities would be different for 100% residential projects than for mixed-use projects with commercial and residential uses. Proposed projects would be required to include a minimum number of residential units

based on the lot area of the project. For example, on a Ketchum Townsite lot in the CC district with a Floor Area Ratio (FAR) bonus, a higher density project could accommodate 5-7 units of varying sizes where currently only two units are required.

3. Update the definition of “Dwelling, multi-family”

Currently, the zoning regulations define “dwelling, multi-family” as “Dwelling, multiple-family: A building, under single or multiple ownership, containing two or more dwelling units used for residential occupancy.” In most communities, this definition would be used to describe a “duplex” not a multi-family development. Today, a project within the community core or in the high-density districts (GR-H and Tourist), is only required to include two dwelling units to be qualified as multifamily development. Single family units are prohibited in the Community Core and to avoid this restriction, some projects propose two large units. The definition of multi-family could be updated to reflect a larger number of units. This change would apply to not only the CC district, but also multi-family projects in all T and GR-H zone districts.

4. Limit ability of consolidation of lots.

An increase in consolidation of lots has occurred over the past few years. In most zone districts, this results in larger lots with larger single-family homes. The same area could be utilized for a larger number of smaller homes, more reflective of the originally platted subdivisions. In some areas, such as the CC, T, and GR-H zones, consolidation of lots can be an effective way to achieve higher density on a project as it provides more land area and potential for more efficient building design. The code could be revised to limit the ability for consolidation of lots in low density residential areas and allow consolidation of lots in the CC, T, and GR-H minimum densities are met as discussed above. These projects would still be subject to design review to ensure the bulk, mass, and scale of the project is appropriate.

5. Prohibit reduction in total unit counts for redevelopment projects

The consolidation of lots sometimes comes with the demolition of existing housing stock. In one recent example, two adjacent lots, each containing a modest single-family cabin, were consolidated with the intention of demolishing the two cabins for construction of one larger single-family home. Additionally, the city has seen the conversion of attached duplexes into single family homes. The code could be revised to prohibit the reduction in the number of units on a property. This approach does not eliminate redevelopment of the property but would require that redevelopment of the property contain the same number or more of units that existed prior to redevelopment.

Long Term

Building on the foundation of the short-term changes, the following long-term changes can be considered. Implementation of these changes is more complex, requiring detailed analysis of the proposed change and potential impacts on infrastructure, community character, and other city policy initiatives. These changes should be developed through analysis and comprehensive community outreach before final decisions are made.

- 1. Reduce minimum lot sizes or shift to maximum lot sizes in certain residential zone districts.**
- 2. Increase the CC-1 district area within the Community Core to require ground floor commercial space on more properties.**
- 3. Include requirements for the mix and percentages of uses for mixed-use projects, prioritizing underground parking and differentiating between active and passive commercial uses.**
- 4. Disincentivize the creation of large residential units of a certain size in certain zone districts.**
- 5. Re-evaluate the base FAR to incentivize the types of projects desired in certain areas.**
- 6. Allow duplex or multi-family uses in all zone districts where appropriate.**

7. Evaluate current parking incentives to identify potential opportunities.

Implementation of short-term solutions allows the city to track effectiveness of proposed changes to determine if desired outcomes are achieved. This evaluation will inform the approach the city takes in implementing the long-term solutions and may result in additional long-term solutions being identified throughout the process.

STAFF RECOMMENDATION

Staff requests the Commission consider the information above and provide directions on the next steps. Staff believes implementation of short-term measures are critical to address the loss of vitality in the downtown, continued loss of residential housing and increase the density of projects.

1. Provide direction to staff on which of the short-term measures should be addressed.
2. Provide direction to staff on the process by which the short-term measures should be adopted.
An emergency interim ordinance addressing the short-term changes would minimize continued degradation of the issues and provide time for development of long-term regulatory changes. An emergency ordinance can be in effect for up to 182 days and is adopted by the City Council. After that an interim ordinance can be adopted for up to one year. During this time, staff can proceed with the preparation of a long term ordinance addressing the short-term changes; however, the long term changes will take more time to implement, and the immediate impact of the changes will be diminished.

ATTACHMENTS:

- A. None

Attachment D:

Love Schack Architecture Analysis

How Parking Influences Development & Density, in Ketchum, Idaho.

Love Schack Architecture, P.C.
www.loveschackarchitecture.com

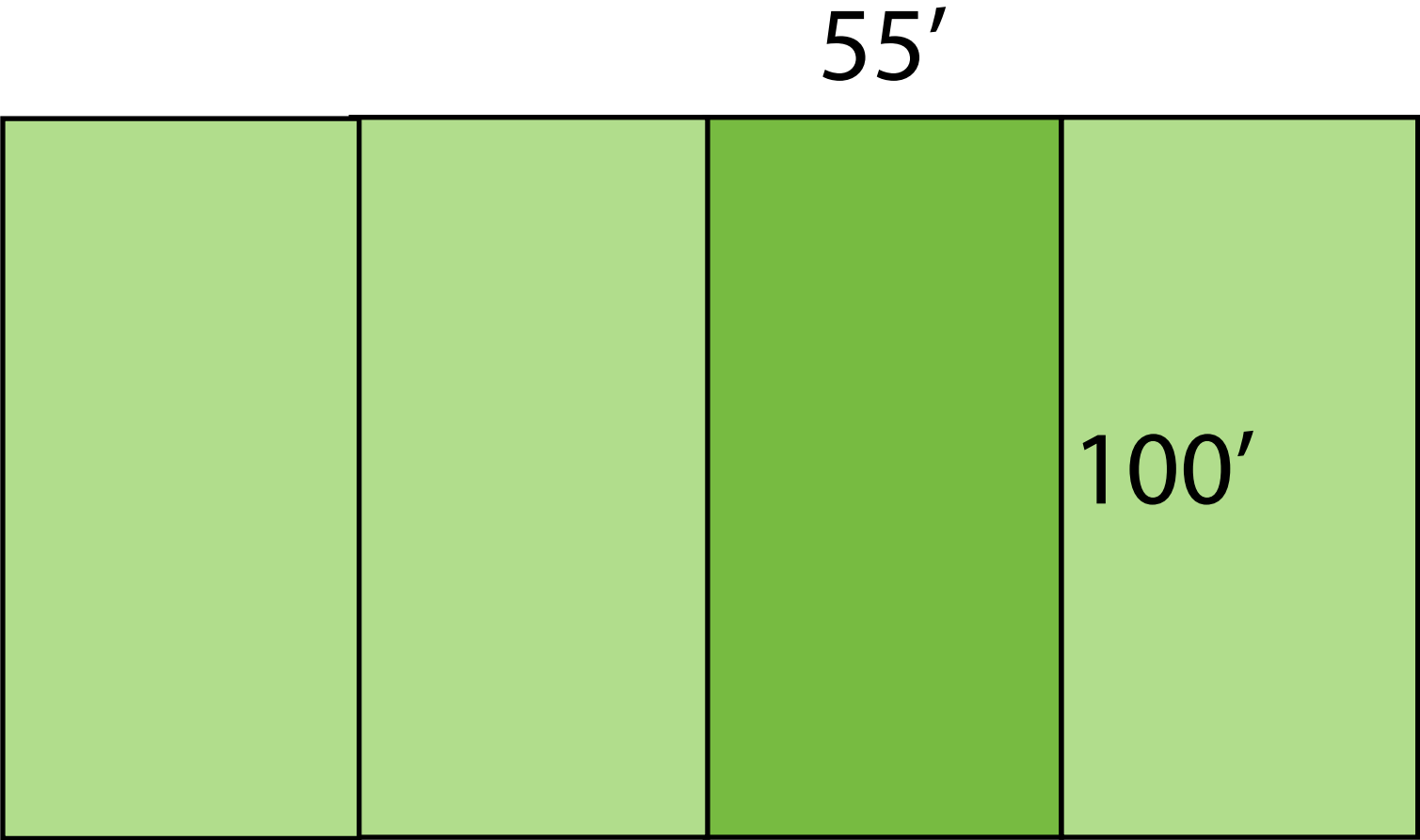


City of **Ketchum**



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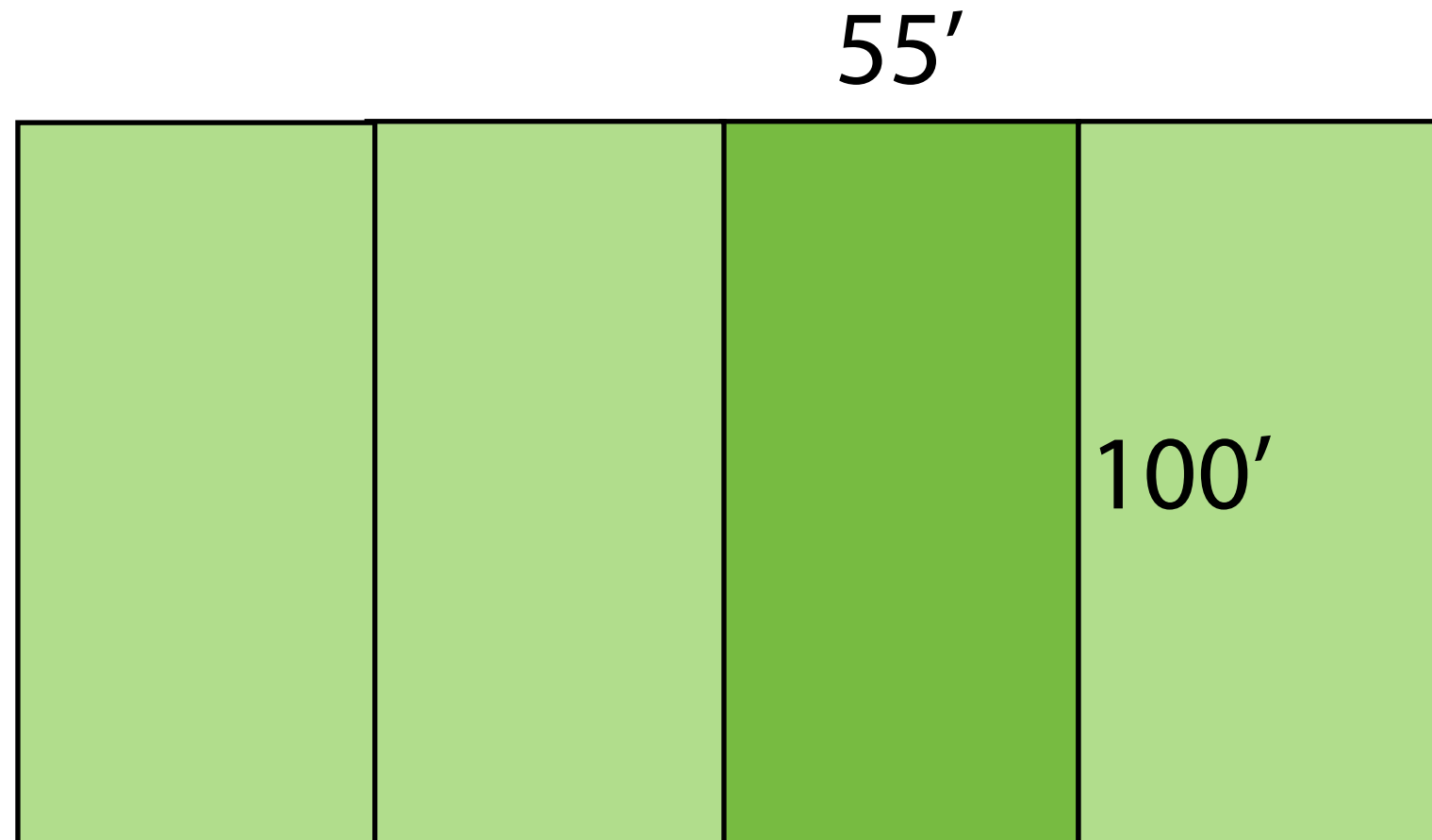
Typical Property within the
Community Core is
55' x 100', or 5500 sqft area.



What is the development potential?

In addition to local parking requirements, how do other components of Local Zoning and National Building Code impact the allowable density and viability of development?

What are the opportunities?



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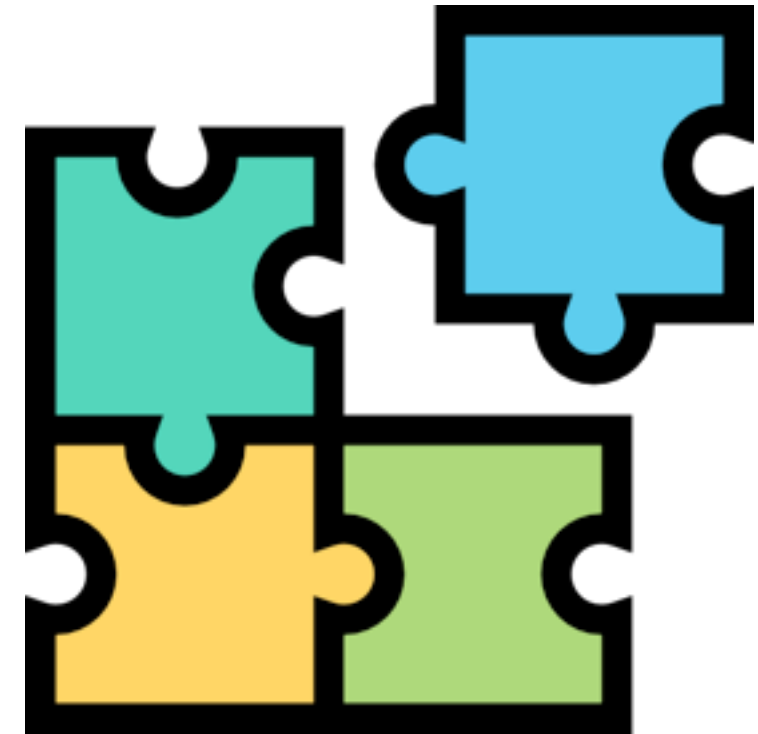
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Approach :

Code Review and Zoning Analysis with guidelines provided by the Ketchum Planning Department to objectively determine the maximum development potential. Five prototypes were developed.

Zoning Considerations :

- **Minimum Parking Requirements**
- **Density Bonuses for Community Housing**
- Lot Sizes
- Allowed Uses
- Setbacks
- Maximum Height



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Building Code, IBC 2012

Underground Parking Car Ramp Requirements Egress & Life Safety

Construction Type

Building Use & Occupancy

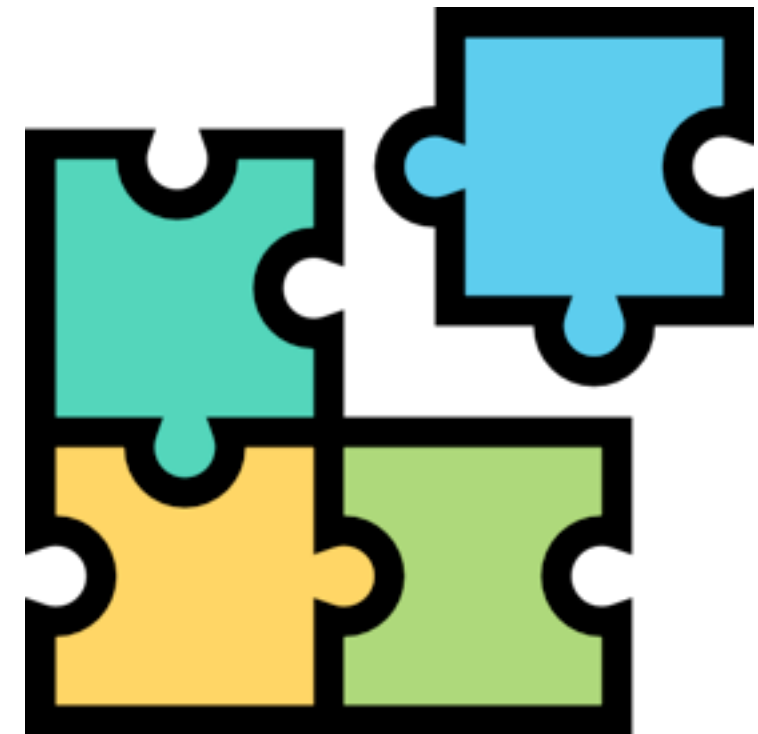
Allowed Footprint/Maximum Stories

Fire Sprinkler Requirements

Fire Rating for Exterior Walls & Allowed Adjacencies

Requirement of ADA Units

Requirement of ADA Parking Spaces



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Existing

based on *cumulative sq.ft.* of each use

residential = 1 car/1500 sq.ft.

commercial = varies:

- 1 car/100 sq.ft. of assembly in restaurants
- 1 car/500 sq.ft. of retail



* 4 on-street parking places are credited for commercial use, after 4 spaces provided on-site

0 parking req'd for CH



Proposed

residential = based on ranges of sq.ft., parking spaces are required per unit

commercial = varies:

- 1 car/1000 sq.ft. generally
- all restaurants exempt
- first 5,500 sq.ft. of retail exempt

*note: on-street parking credit remains available for developments providing on-site parking

0 parking req'd for ground level retail, up to 5,500 sq.ft., and restaurant

0 parking req'd for CH

0 parking req'd for small residential units

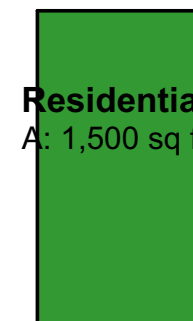
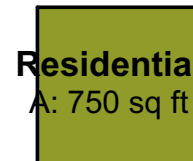
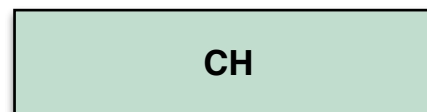
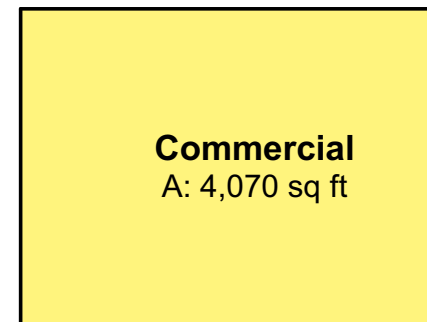
<750 sqft



750-1500 sqft



1500+ sqft



FAR (Floor Area Ratio) =
developable square footage
(floor area) compared to square
footage of lot

When Community Housing (CH) is included in development, or when CH is met by payment-in-lieu of construction, a significant density bonus is added to the FAR.

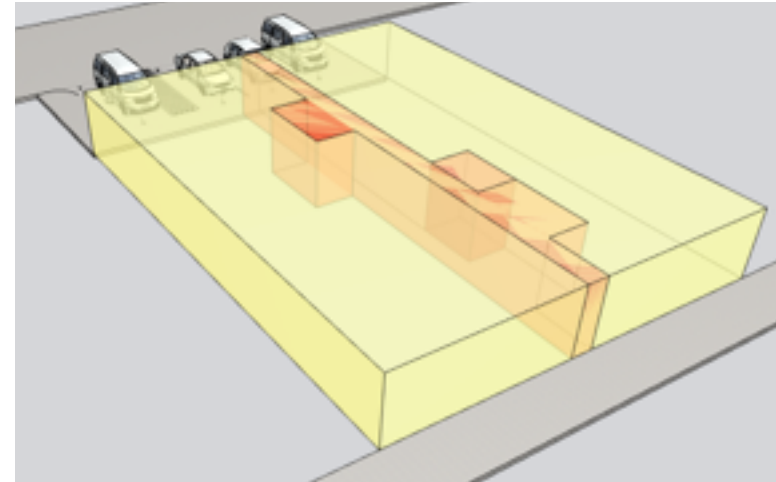
Example:

If a lot is 100' x 55' = 5500 sqft, including CH allows up to 12,375 sqft w/ an FAR of 2.25 to be developed

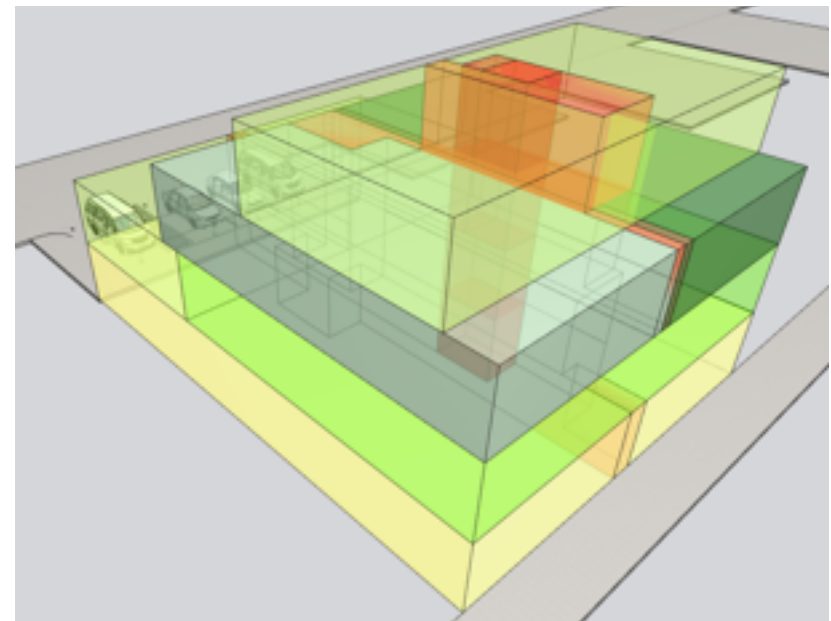
With an FAR of 2.25, 1375 sqft of CH is required, or a fee-in-lieu for 1,375 sq ft can be paid.

For the following development prototypes CH is included on site.

FAR 1.0



FAR 2.25

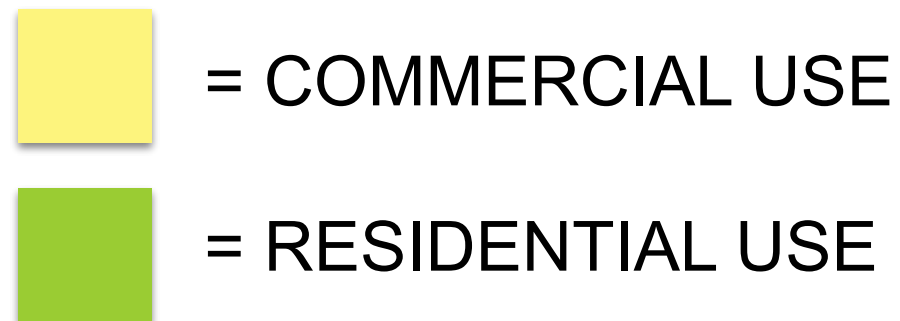
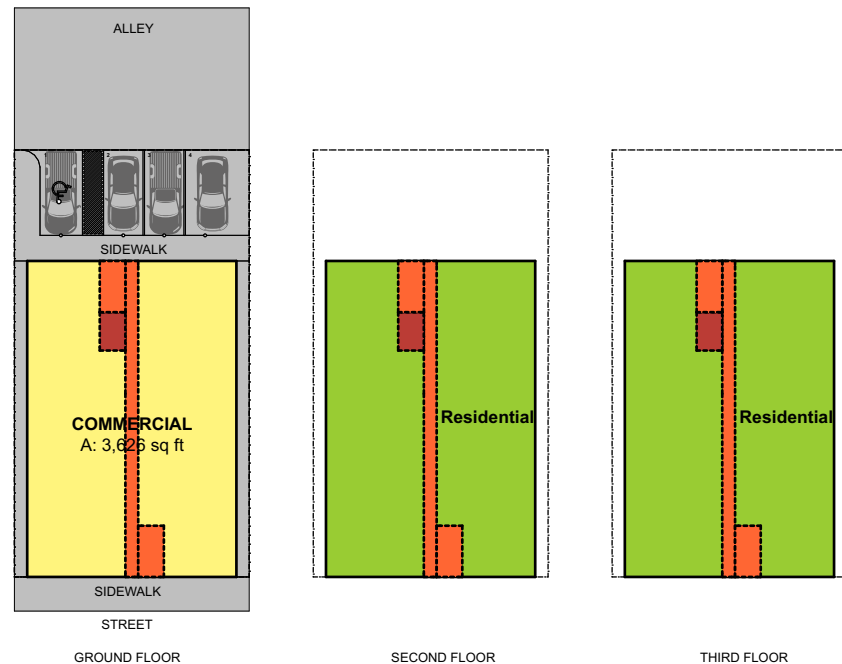


City of **Ketchum**

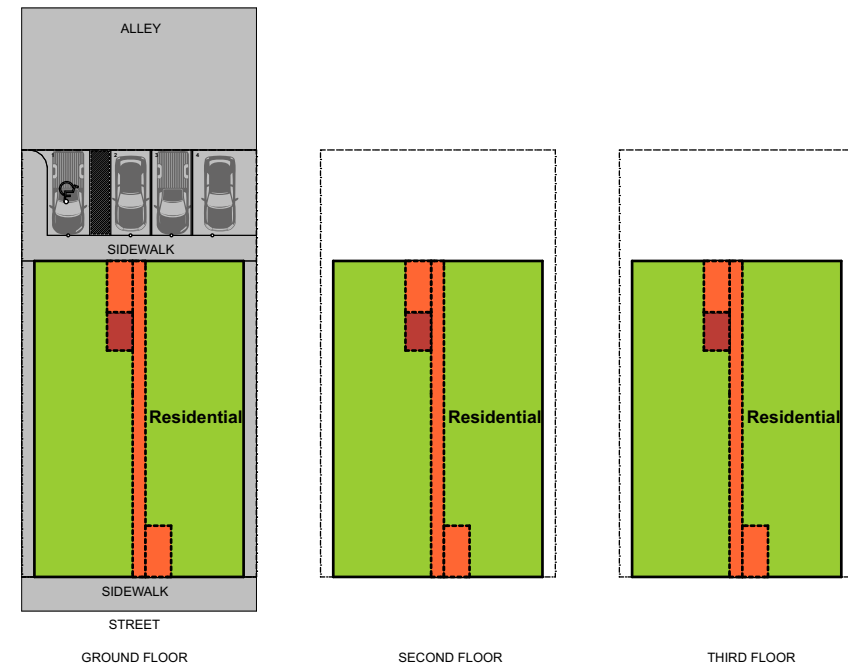


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Mixed Use defined by ground floor being 100% commercial and upper floors residential.



Residential Only = all units residential.



City of **Ketchum**

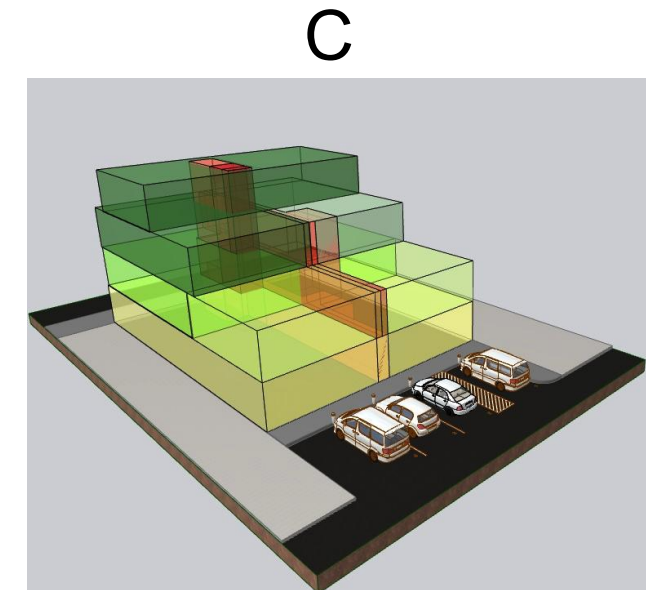
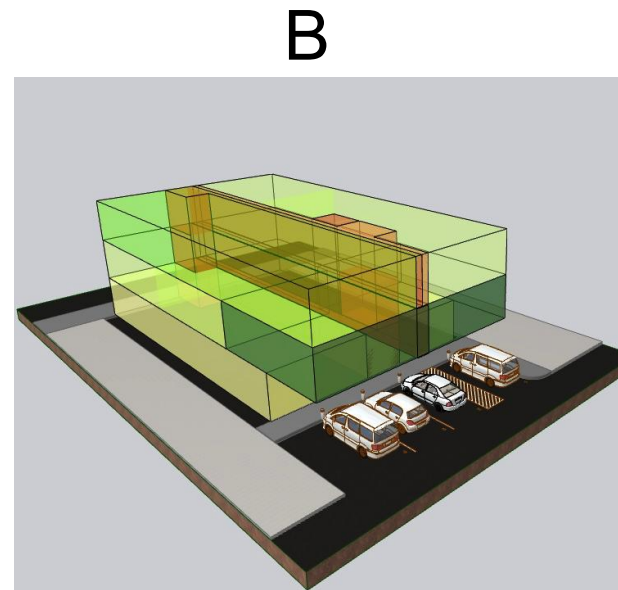
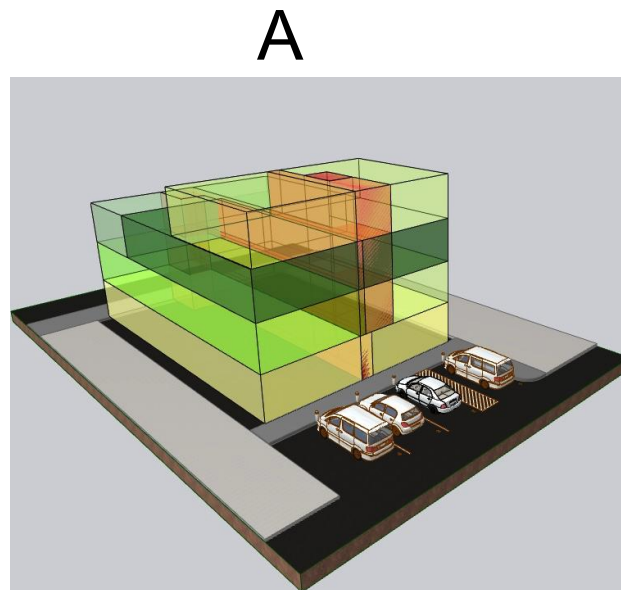


LOVE | SCHACK
ARCHITECTURE

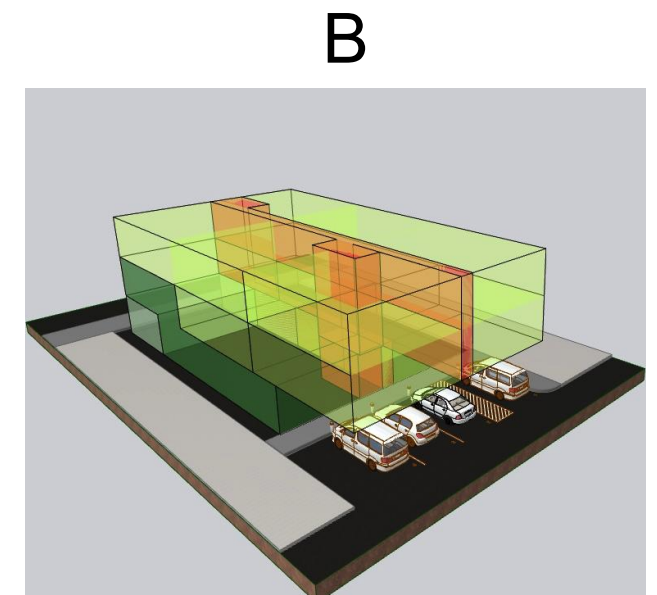
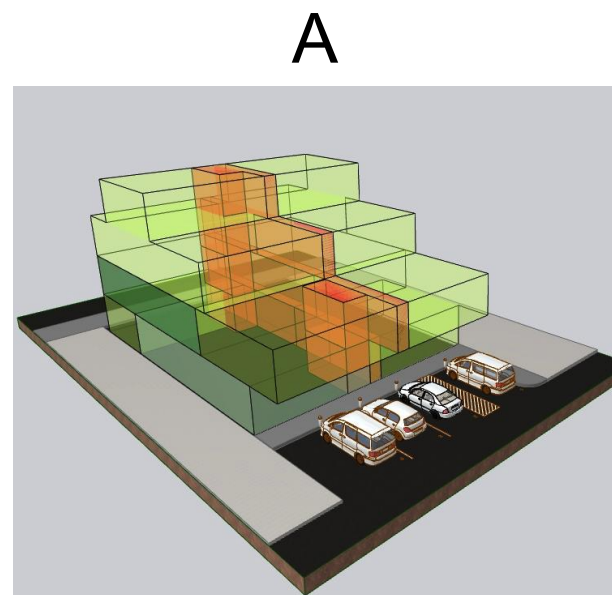
Floor Area Ratio (FAR) Scenarios

All Scenarios are 2.25 FAR
All Scenarios included the required 1,375 sq ft of CH on site.

MIXED USE OPTIONS



RESIDENTIAL ONLY OPTIONS



**we did not consider all of the potential options, but considered options with different priorities, i.e. maximizing commercial sqft on the ground level or avoiding side setbacks, or maintaining a simple rectangular building vs. keeping the height low, all the while, maintaining the full build-out of 12,375 sqft to achieve the maximum FAR of 2.25*

Mixed Use - Option A (12,375 sqft) 2.25 FAR

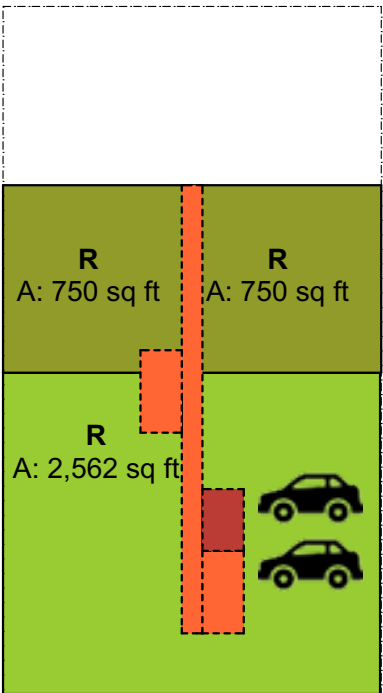
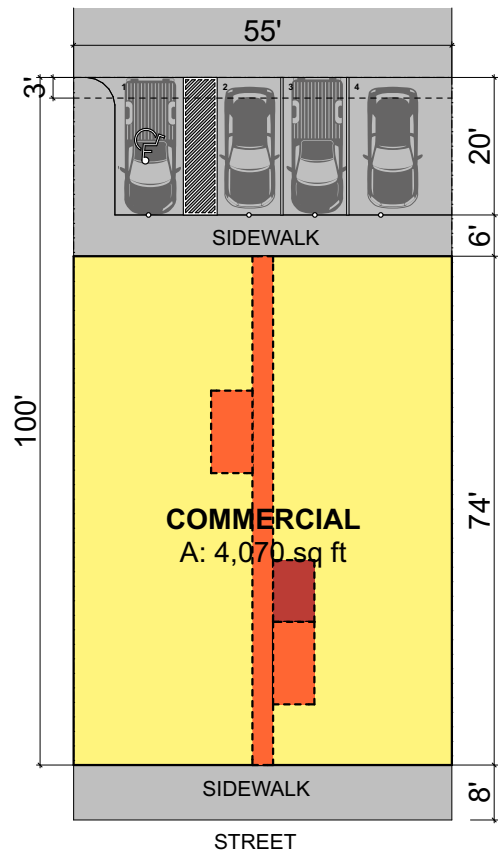
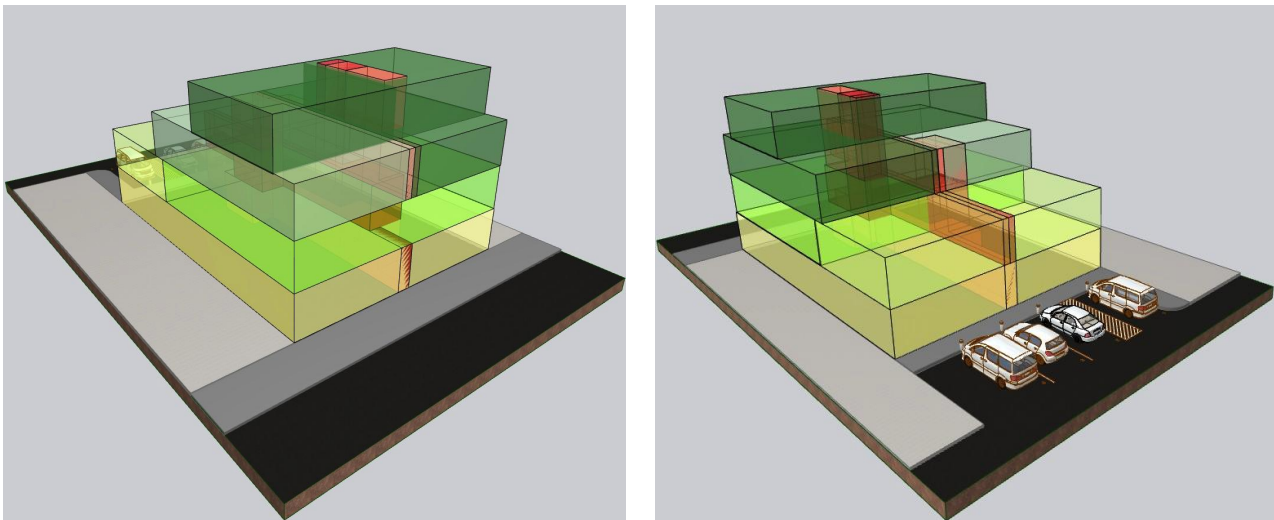
Community Core - Subdistrict A

Development Priority: Maximize commercial = no side setbacks

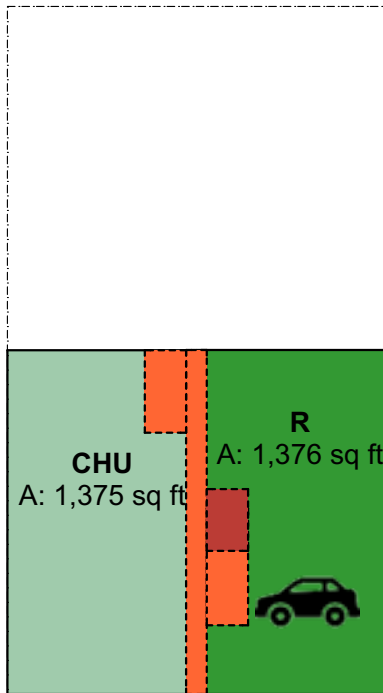
**all Mixed Use options require an elevator to reach ADA unit above ground floor*

***max of 4 units/floor by fire code*

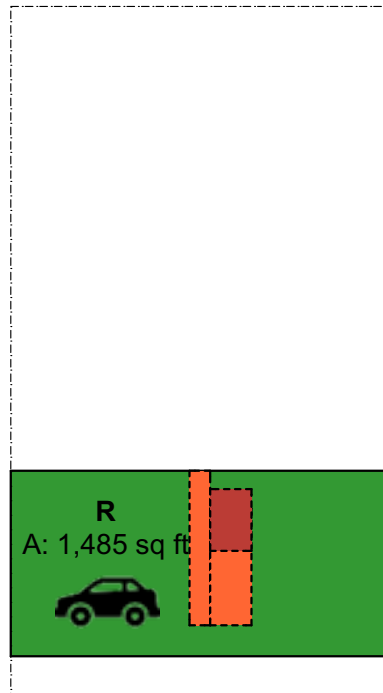
- 0 Parking : Residential, Under 750 sqft
- 1 Parking : Residential, 751 - 1500 sqft
- 2 Parking : Residential, 1501+ sqft
- 0 Parking : CHU 1,375 sqft
- Commercial
- Egress



SECOND FLOOR



THIRD FLOOR



FOURTH FLOOR

*Current On-Site Parking
Regs Require :
13 total spaces, 9
after credit*



*New On-Site Parking
Regs Require :
4 spaces*



Mixed Use - Option B (12,375 sqft) 2.25 FAR

Community Core - Subdistrict A

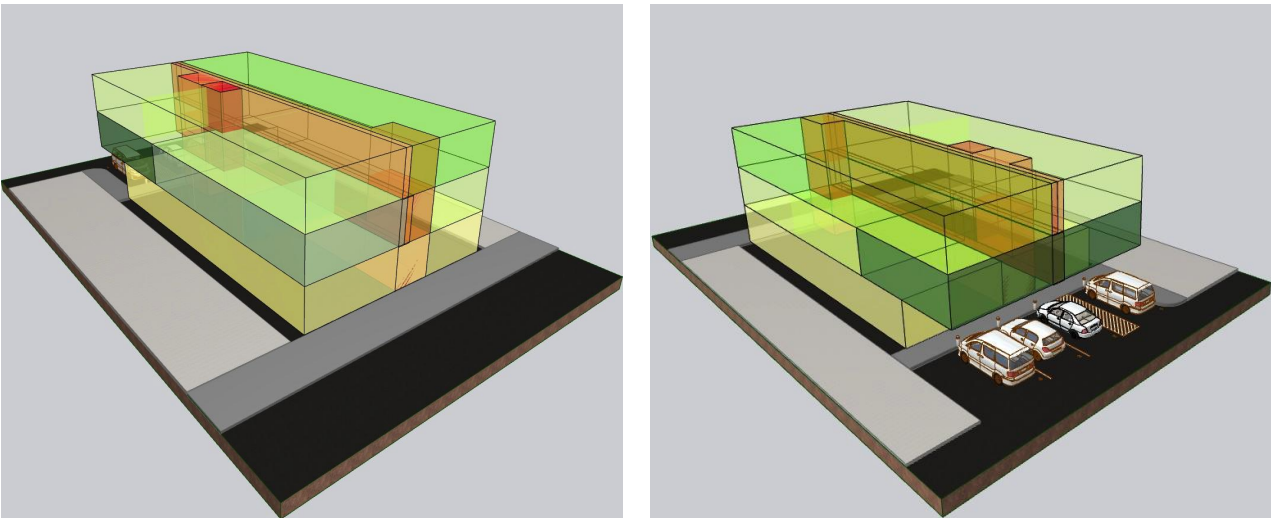
Development Priority = Maximize Residential, 3 stories only

**all Mixed Use options require an elevator to reach ADA unit above ground floor*

***requires 3' side setbacks per fire code*

****no limit on # of units/story*

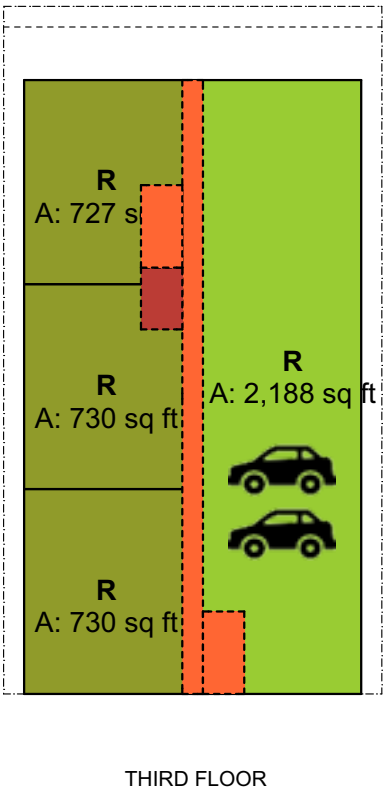
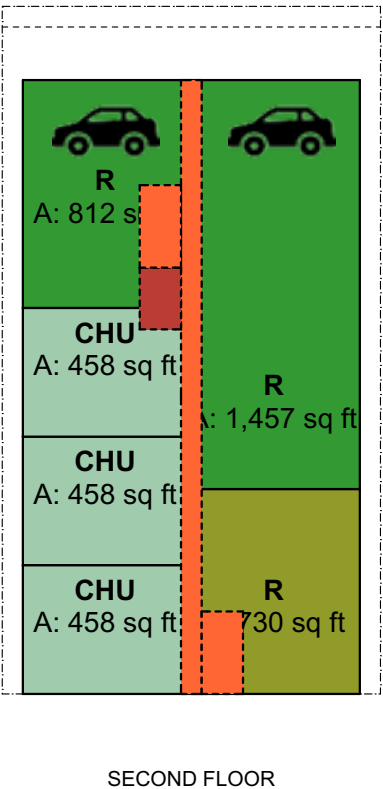
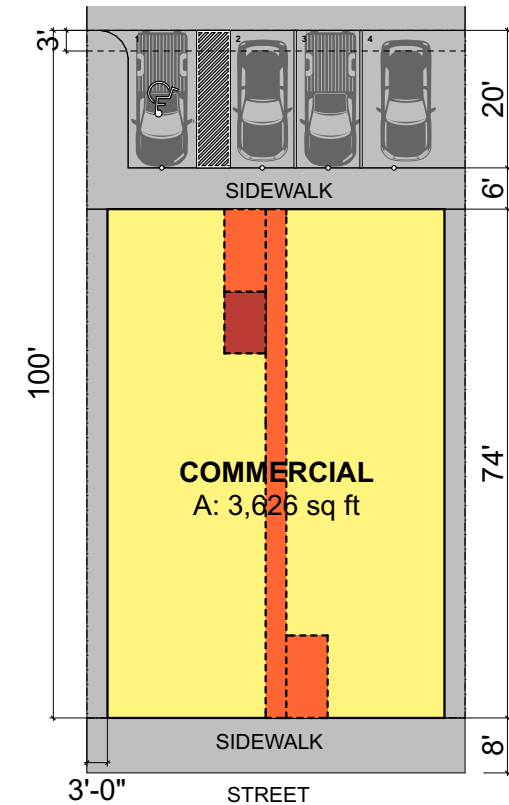
- 0 Parking : Residential, Under 750 sqft
- 1 Parking : Residential, 751 - 1500 sqft
- 2 Parking : Residential, 1501+ sqft
- 0 Parking : CHU 1,375 sqft
- Commercial
- Egress



Current On-Site
Parking
Regs Require :
12 spaces
After Credit : 8



New On-Site
Parking
Regs Require :
4 spaces



Mixed Use - Option C (12,375 sqft) 2.25 FAR

Community Core - Subdistrict A

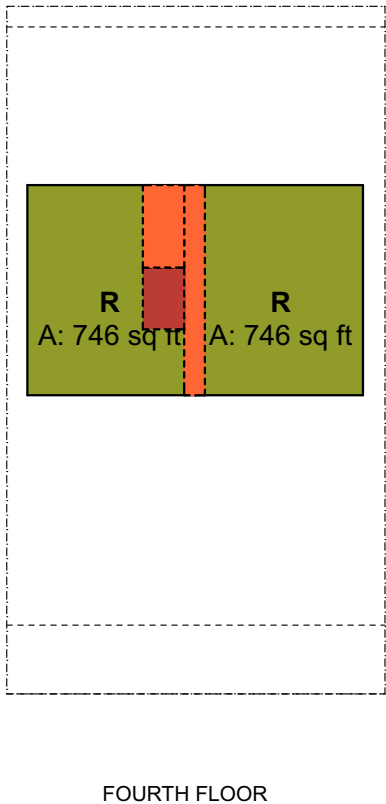
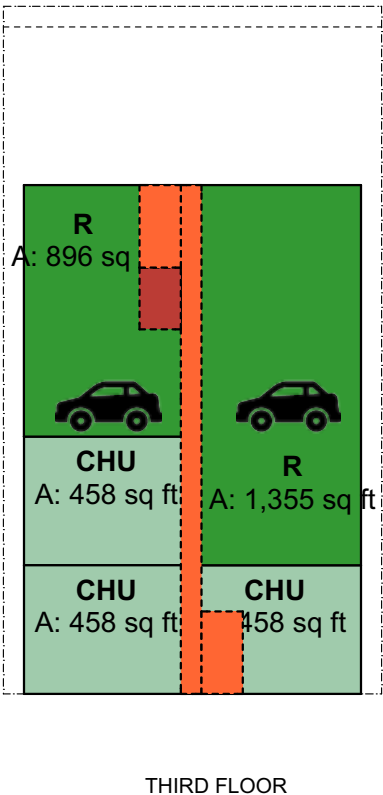
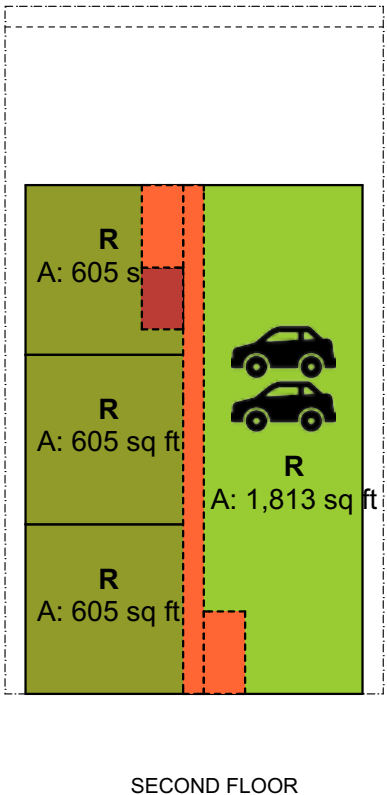
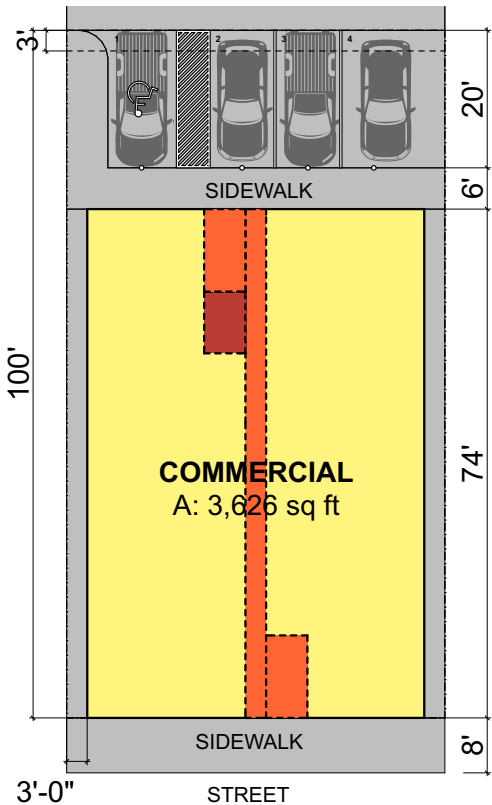
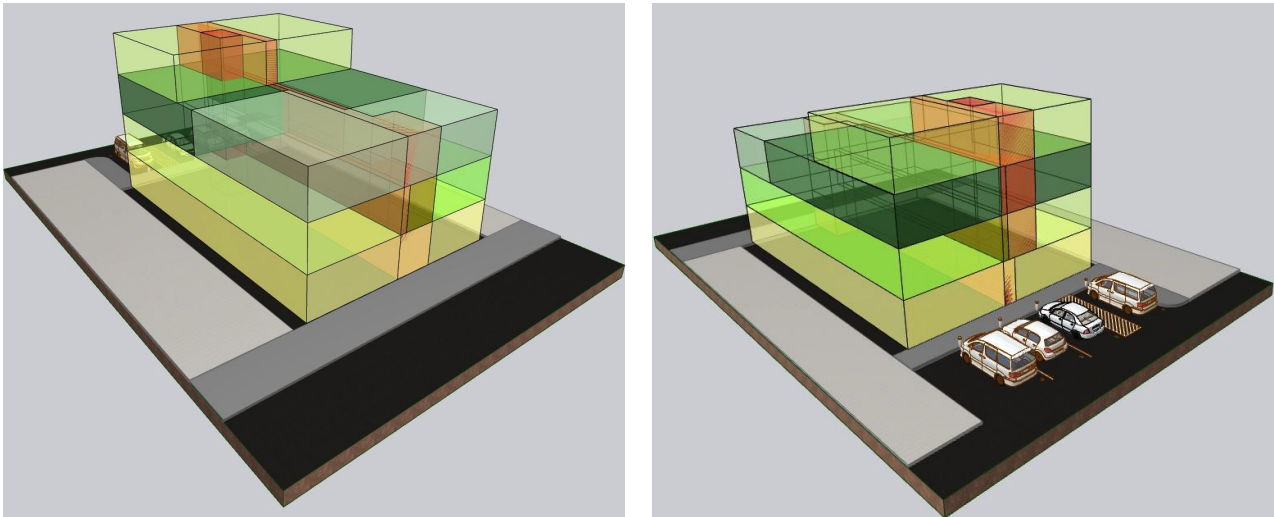
Development Priority = Maximize Residential, maintain simple rectangle (no overhang over parking)

**all Mixed Use options require an elevator to reach ADA unit above ground floor*

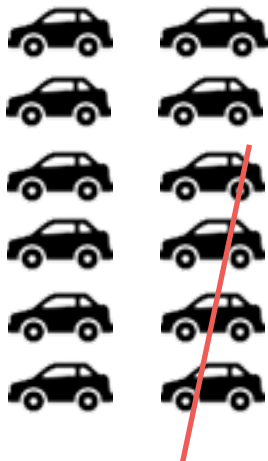
***requires 3' side setbacks per fire code*

****no limit on # of units/story*

- 0 Parking : Residential, Under 750 sqft
- 1 Parking : Residential, 751 - 1500 sqft
- 2 Parking : Residential, 1501+ sqft
- 0 Parking : CHU 1,375 sqft
- Commercial
- Egress



Current on-Site
Parking
Regs Require :
12 spaces
After Credit : 8



New On-Site
Parking
Regs Require :
4 spaces



Residential Only- Option A (12,375 sqft) 2.25 FAR

Community Core - Subdistrict C

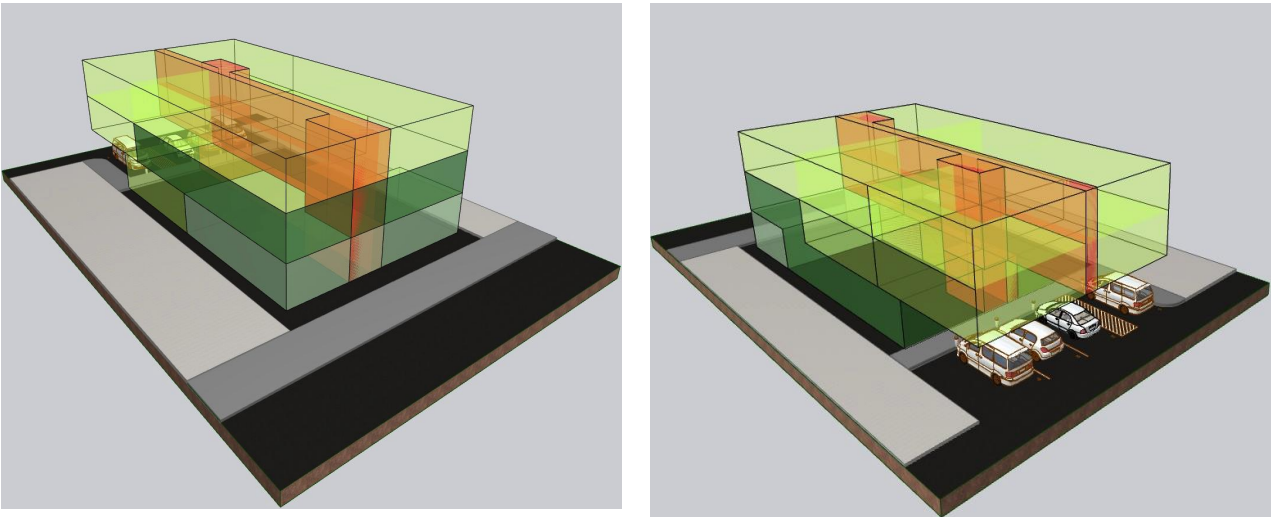
Development Priority = Maximize Residential

**Residential Only allows ADA unit on ground floor, no elevator required*

***requires 3' side setbacks per fire code*

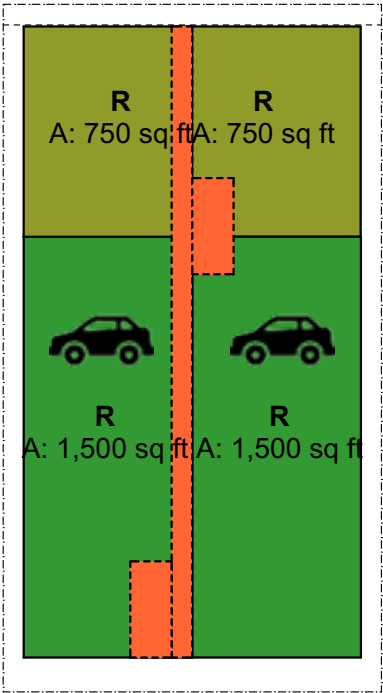
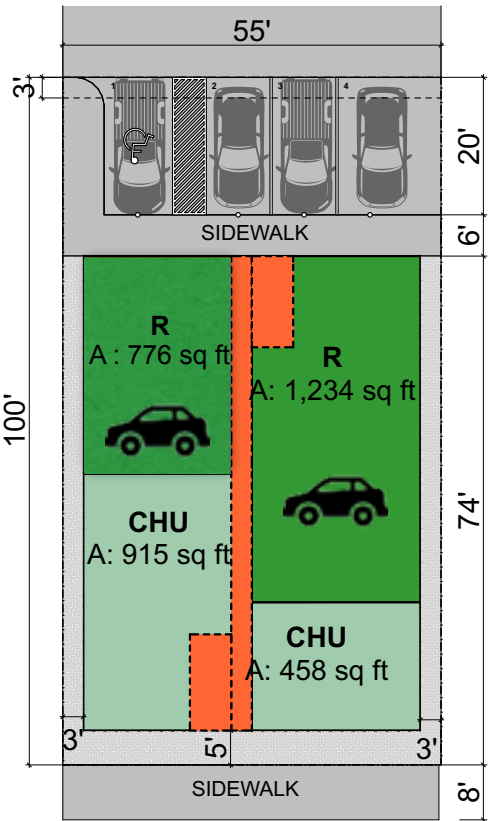
****no limit on # of units/story*

- 0 Parking : Residential, Under 750 sqft
- 1 Parking : Residential, 751 - 1500 sqft
- 2 Parking : Residential, 1501+ sqft
- 0 Parking : CHU 1,375 sqft
- Commercial
- Egress

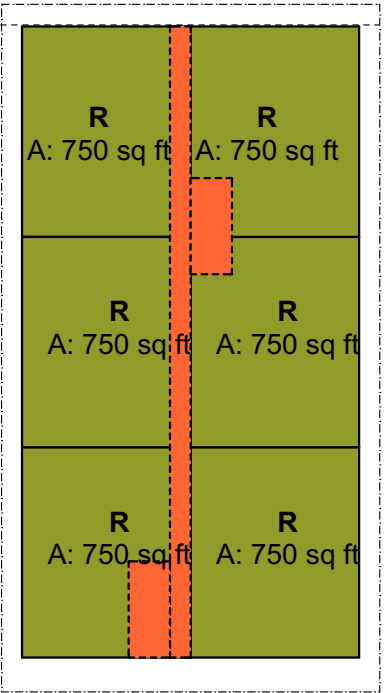


Current On-Site
Parking
Regs Require :
7 spaces

New On-Site
Parking
Regs Require :
4 spaces



SECOND FLOOR



THIRD FLOOR

Residential only - Option B (12,375 sqft) 2.25 FAR

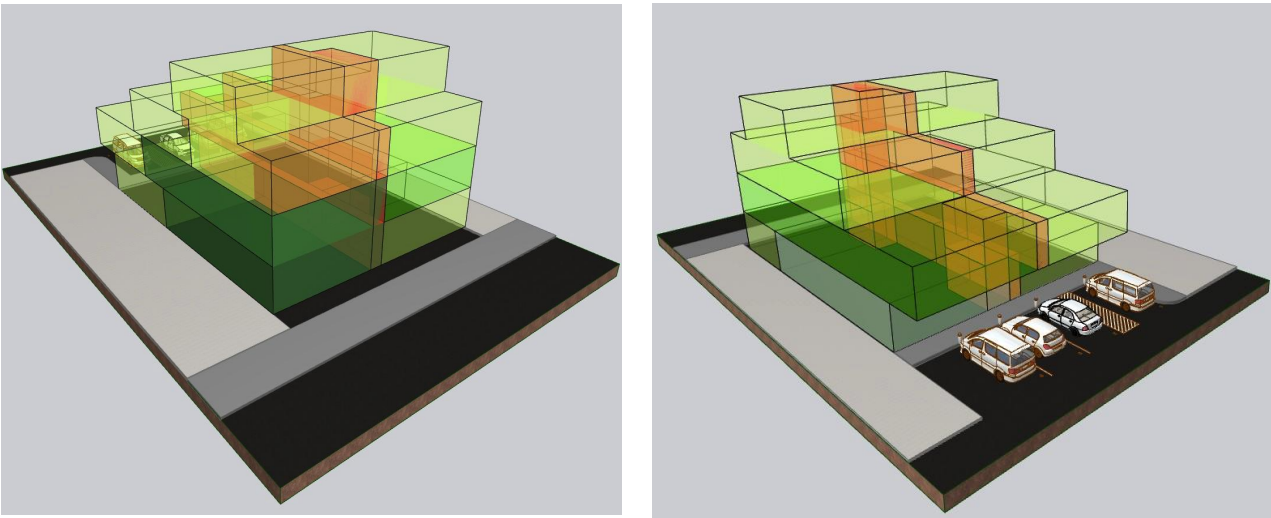
Community Core - Subdistrict C

Maximize Residential, with no side setbacks

**Residential Only allows ADA unit on ground floor, no elevator required*

***max of 4 units/floor by fire code*

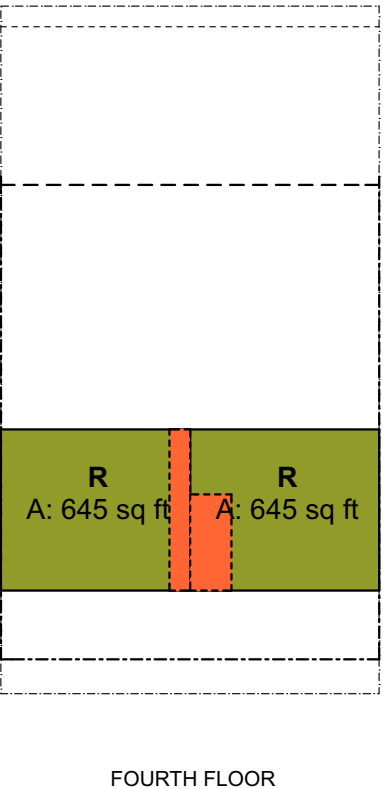
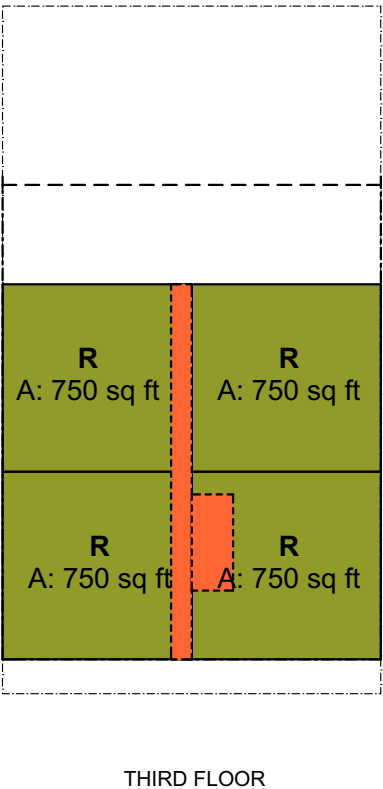
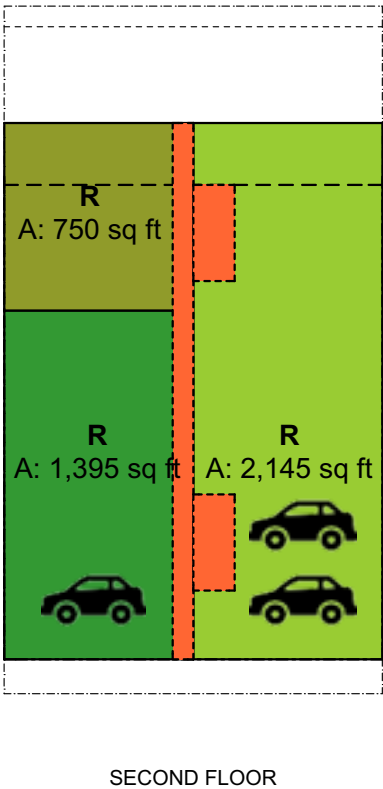
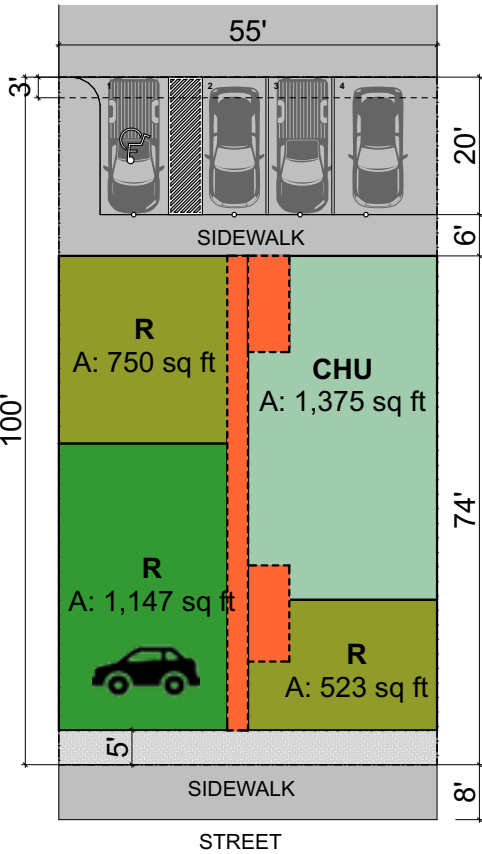
- 0 Parking : Residential, Under 750 sqft
- 1 Parking : Residential, 751 - 1500 sqft
- 2 Parking : Residential, 1501+ sqft
- 0 Parking : CHU 1,375 sqft
- Commercial
- Egress



Current On-Site
Parking
Regs Require :
7 spaces



New On-Site
Parking
Regs Require :
4 spaces

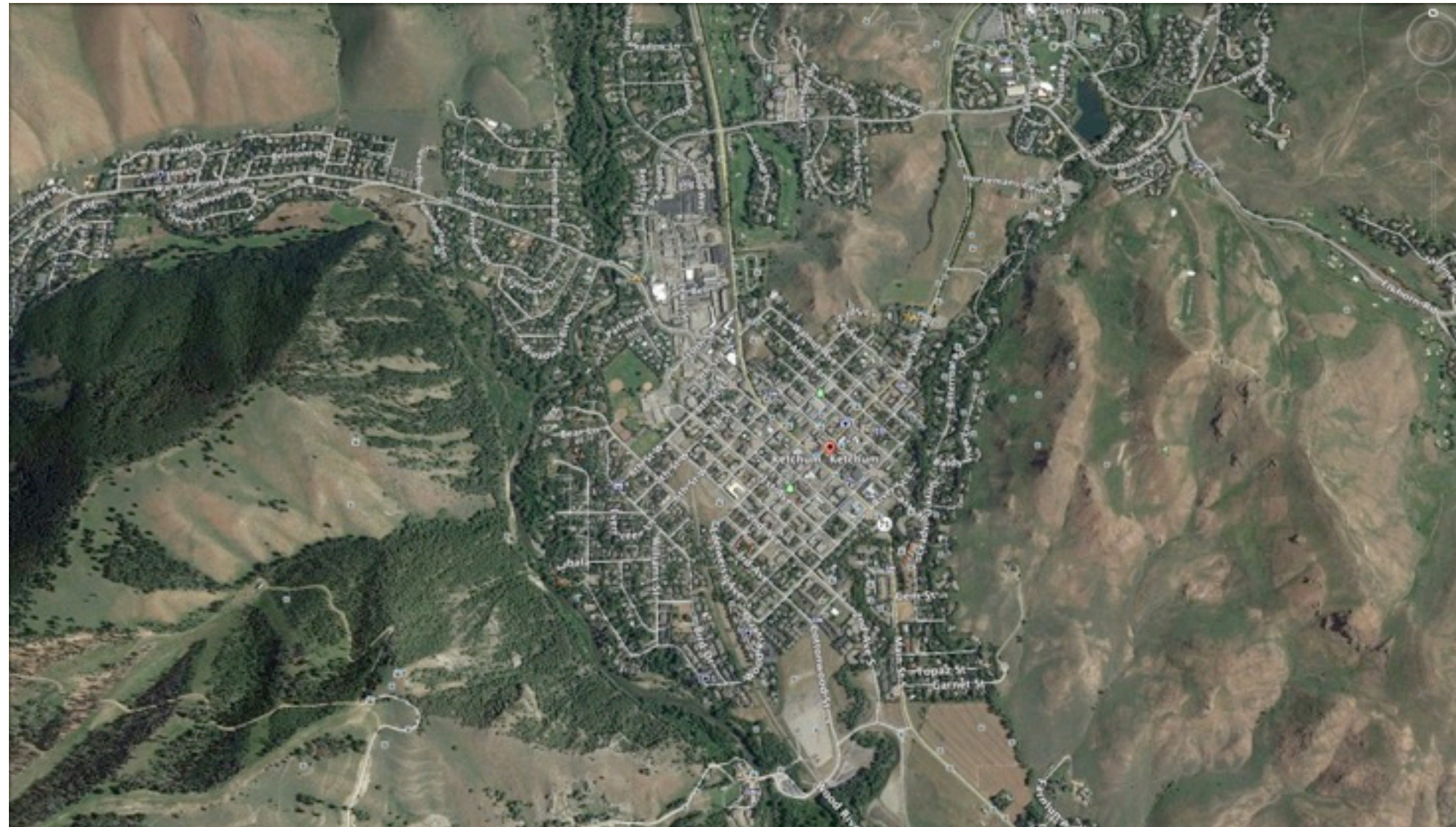


Summary

- Parking regulations do impact the density of development.
- The new parking regulations proposed by the City of Ketchum are less restrictive than the current parking regulations and enable full build-out of city lots.
- 5500 square foot lots are more developable under the proposed code.



City of **Ketchum**



Contact

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Love Schack Architecture
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<http://loveschackarchitecture.com/>
phone : 406.282.4277
email : info@loveschack.com

Thank you
City of Ketchum



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ARCHITECTURE

Attachment E:

Zone District Density Data

DENSITY COMPARISON BY ZONE DISTRICT - CITY OF KETCHUM DEVELOPMENT

Community Core	# of projects	Total # of units	Density	
			Per Townsite Lot	
100% Residential Projects	5	55	Average	11
	*37 units came from 2 projects		Median	7
Mixed Use Projects	6	42	Density	
			Per Townsite Lot	
			Average	4
			Median	4
Tourist	# of projects	Total # of units	Density	
			Per 10k	
	17	420	average	5
			median	5
T-3000	# of projects	Total # of units	Density	
			Per 10k	
	16	140	average	4
			median	4
GR-H	# of projects	Total # of units	Density	
			Per 10 K	
	11	172	average	4
	*85 units came from 1 project		median	4

Community Core - 100% Residential Projects

				Density
Project #	Year Approved	Lot Area	# of Units	Per Townsite Lot
Project 1	2018	5500	20	20
Project 2	2019	5500	17	17
Project 3	2019	5500	7	7
Project 4	2019	4125	4	5
Project 5	2021	5500	7	7
Totals and Averages			55	11
			median	7

Community Core - Mixed Use Projects

				Density
Project #	Year Approved	Lot Area	# of Units	Per Townsite Lot
Project 1	2018	5500	4	4
Project 2	2019	8250	4	3
Project 3	2020	5482	4	4
Project 4	2020	16,500	4	1
Project 5	2020	18,163	23	7
Project 6	2021	5,500	3	3
Totals and Averages			42	4
			median	4

Tourist				Density
				Per 10K
Project #	Year Built	Lot Area	# of Units	
Project 1	1977	64782	32	5
Project 2	1981	20720	9	4
Project 3	1987	45708	9	2
Project 4	2003	54340	9	2
Project 5	1973	41491	27	7
Project 6	1970	40192	49	12
Project 7	1972	34880	28	8
Project 8	1972	123438	64	5
Project 9	1971	33000	20	6
Project 10	1978	16518	8	5
Project 11	1980	27639	12	4
Project 12	1980	75177	36	5
Project 13	2000	54014	27	5
Project 14	2007	286214	69	2
Project 15	2015	21885	9	4
Project 16	2018	15015	8	5
Project 17	2021	54,551	4	1
Totals and Averages			420	5
			median	5

Tourist - 3000

				Density
Project #	Year Approved	Lot Area	# of Units	Per 10k
Project 1		90740	30	3
Project 2		9979	3	3
Project 3		14795	10	7
Project 4		9979	4	4
Project 5		14026	10	7
Project 6		21124	7	3
Project 7		14647	7	5
Project 8		29923	14	5
Project 9		42906	20	5
Project 10		25421	11	4
Project 11		7839	3	4
Project 12		9979	4	4
Project 13		9979	3	3
Project 14		9905	3	3
Project 15		20000	6	3
Project 16		10005	5	5
Totals and Averages			140	4
			median	4

Tourist - 4000

				Density
Project #	Year Approved	Lot Area	# of Units	Per 10k
Project 1		14204	1	1
Project 2		13952	1	1
Project 3		13120	1	1
Project 4		12880	1	1
Project 5		12513	1	1
Project 6		21882	1	2
Project 7		11807	1	1
Project 8		10778	1	1
Project 9		14137	1	1
Project 10		12828	1	1
Project 11		13958	1	1
Project 12		19315	1	2
Project 13		44833	5	1
Project 14		6422	1	1
Project 15		8439	1	1
Totals and Averages			19	1
			median	1

Genergal Residential - High Density				Density
				<i>Per 10k</i>
Project #	Year Built	Lot Area	# of Units	
Project 1	1971	17614	11	6
Project 2	1975	206310	85	4
Project 3	1979	24464	14	6
Project 4	1994	19000	9	5
Project 5	1997	16604	8	5
Project 6	2001	18640	8	4
Project 7	2008	32936	11	3
Project 8	2019	9078	2	2
Project 9	2021	18,130	4	2
Project 10	2008	60540	10	2
Project 11	2020	47,338	10	2
Totals and Averages			172	4
			<i>median</i>	4

Attachment F:

Mixed Use Development Scenarios

MIXED USE DEVELOPMENT SCENARIOS

Zone District	CC
Lot Size	5,500
FAR 2.25	12,375
1st Floor	1,430
	3,795
2nd Floor	4,290
3rd Floor	4,290
Dev SF	12,375

parking

**Assume 5 ft front setback, 3 ft rear setback*

	30%	60%	80%	
Commercial	3,713	7,425	9,900	
				<i>*15% reduction for common area</i>
Net	3,156	6,311	8,415	
CH	1,169	1,169	1,169	
Residential	7,494	3,781	1,306	
				<i>*15% reduction for common area</i>
Net	6,370	3,214	1,110	
# of units	5	3	1	<i>*Average of 1200 SF</i>

Zone District	CC
Lot Size	11,000
FAR 2.25	24,750
1st Floor	1,360
	8,862
2nd Floor	7,944
3rd Floor	7,944
Dev SF	24,750

parking ramp

**Assume parking ramp, 3 ft rear setback and 5ft front setback*

	30%	60%	80%	
Commercial	7,425	14,850	19,800	
				<i>*15% reduction for common area</i>
Net	6,311	12,623	16,830	
CH	2,338	1,169	1,169	
Residential	14,988	8,731	3,781	
				<i>*15% reduction for common area</i>
Net	12,739	7,422	3,214	
# of units	11	6	3	<i>*Average of 1200 SF</i>

Attachment G:

Comprehensive Plan Zone District Comparison

CITY OF KETCHUM ZONE DISTRICT - FUTURE LAND USE COMPARISON

ZONE DISTRICT	GENERAL AREA/NEIGHBORHOOD	COMP PLAN DESIGNATION
CC-1	Sun Valley Rd/Main Street/4th Street	Retail Core
CC-2	Downtown	Mixed Use Commercial
T	South of Downtown	Commercial/Employment
	Warm Springs - Skiway Dr/Picabo	Commercial/Employment
	Saddle Rd	High Density Residential
T-3000	Warm Springs - Jane/Ritchie/Picabo	Medium Density Residential
T-4000	Warm Springs - Lloyd Ct and west	High Density Residential
GR-H	Pinewood	High Density Residential
	West Ketchum - Bird Dr	High Density Residential
GR-L	Warm Springs - Sage Rd	Low Density Residential
	Warm Springs - Irene and Bald Mtn	Low Density Residential
	Warm Springs - Wanderers	Low Density Residential
	Warm Springs - Flower	Medium Density Residential
	West Ketchum	Medium Density Residential
	Red Fox Ln	Medium Density Residential
	Warm Springs - Four Seasons	High Density Residential
LR	Warm Springs - N of Warm Springs Rd	Low Density Residential
	Warm Springs - S of Warm Springs Rd/River Run	Low Density Residential
	Gem Streets	Low Density Residential
	Spur Lane	Low Density Residential
	Mortgage Row	Medium Density Residential
LR-1	Mortgage Row	Medium Density Residential
LR-2	Beaver Springs and North	Residential Transition
STO-1	Bigwood	Low Density Residential
STO-4	Bigwood	Low Density Residential
STO-H	Bigwood	Low Density Residential
LI	Lewis Street	Mixed Use Industrial
LI-2	Northwood Way S of Saddle Rd	Mixed Use Industrial
LI-3	9th and 10th Stree N of CC district	Mixed Use Industrial