



CITY OF KETCHUM, IDAHO

CITY COUNCIL MEETING

Monday, November 06, 2023, 4:00 PM
191 5th Street West, Ketchum, Idaho 83340

AGENDA

PUBLIC PARTICIPATION INFORMATION

Public information on this meeting is posted outside City Hall.

We welcome you to watch Council Meetings via live stream.

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

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

- Join us via Zoom (*please mute your device until called upon*)
Join the Webinar: <https://ketchumidaho-org.zoom.us/j/88968775890>
Webinar ID:889 6877 5890
- Address the Council in person at City Hall.
- Submit your comments in writing at participate@ketchumidaho.org (*by noon the day of the meeting*)

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

CALL TO ORDER: By Mayor Neil Bradshaw

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

COMMUNICATIONS FROM MAYOR AND COUNCILORS:

1. Public comments submitted

CONSENT AGENDA:

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

2. Recommendation to approve minutes of October 16, 2023 – City Clerk Trent Donat
3. Authorization and approval of the payroll register – Treasurer Shellie Gallagher
4. Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills – Treasurer Shellie Gallagher

- [5.](#) Recommendation to approve Purchase Order 24029 with MetroQuip, Inc. for the purchase of 2024 Elgin Pelican Street Sweeper - Streets Superintendent Ramsy Hoehn
- [6.](#) Recommendation to approve Contract 24031 with Carter Tree Service LLC for tree removal in Warm Springs Preserve - Facilities Maintenance Supervisor Juerg Stauffacher
- [7.](#) Recommendation to approve Contract 24033 with Big Wood Landscape for holiday lights - Facilities Maintenance Supervisor Juerg Stauffacher
- [8.](#) Recommendation to approve Purchase Order 24030 to Univar Solutions USA, Inc for polymer at wastewater treatment plant - Wastewater Division Supervisor Mick Mummert
- [9.](#) Recommendation to approve Purchase Order 24032 to Northwest Equipment Sales, Inc. for repairs to wastewater sludge hauling truck and trailer - Wastewater Division Supervisor Mick Mummert
- [10.](#) Recommendation to approve the 140 Topaz Street Public Access, Snow Storage, and Drainage Easement Agreement 22873 - Senior Planner Abby Rivin
- [11.](#) Recommendation to approve Resolution 23-013 establishing 2024 City Council meeting dates – City Clerk Trent Donat
- [12.](#) Recommendation to approve Addendum to the Agreement 24034 with Data Ticket for Parking Permit System - City Clerk & Business Manager Trent Donat
- [13.](#) Recommendation to approve Purchase Order 24035 with GGLO for Main Street streetscape design services - City Administrator Jade Riley
- [14.](#) Recommendation to approve professional services agreement 24894 with Mattison Consulting, LLC for development review and engineering services - Director of Planning and Building Morgan Landers

PUBLIC HEARING:

- [15.](#) Recommendation to hold a public hearing and approve the Bigwood Restaurant & Bar Planned Unit Development Conditional Use Permit Amendment and Bigwood Development Agreement Amendment - Associate Planner Adam Crutcher

NEW BUSINESS:

- [16.](#) Presentation of Sun Valley Economic Development Quarterly Report - Executive Director of Sun Valley Economic Development Harry Griffith
- [17.](#) Recommendation to review and provide feedback on the comprehensive plan audit, community engagement plan, and scope/schedule/budget for Phase 2 of the Comprehensive Plan and Code Update - Senior Planner Abby Rivin
- [18.](#) Review fiscal year 2023 encumbrances and re-budgets - City Administrator Jade Riley

ADJOURNMENT:

From: [Oliver Guy](#)
To: [Participate](#)
Subject: Proposal for the Installation of EV Chargers
Date: Monday, October 30, 2023 12:54:19 PM

Dear Ketchum City Council,

Having grown up here, I've always been proud of Ketchum's environmentally-conscious community and our recent commitment to renewable energy and sustainability. Lately, I've observed a rising trend of electric vehicles (EVs) among residents and visitors, reflecting our city's green initiatives. However, our current EV charging infrastructure, limited to a single Level 2 charger at the Ore Wagon Museum, doesn't adequately support this growing demand. This one charger enables a single vehicle to charge from empty to full in about 6 hours, as opposed to fast chargers which would be able to charge an EV the same amount in 20-30 minutes.

Given our city's goal to be a leader in clean energy, I believe the installation of EV charging stations would be a valuable addition to our community, serving not only the current residents but also attracting additional eco-conscious visitors. Tourism is, undoubtedly, a large part of our local economy. With the installation of EV chargers, we can enhance our city's appeal to a broader audience, ensuring that EV owners feel welcomed and accommodated.

To improve the accessibility of our city and boost our tourism appeal, I propose the addition of more EV charging stations. An efficient solution could be Tesla's "Host a Supercharger" program, where they pay for and manage construction and operation, needing only an installation location from the city. Although there are other charger providers like ChargePoint, Tesla's program mitigates most construction and operational costs for the city. Moreover, starting in 2024, Tesla's Superchargers will enable access for all EV brands, ensuring we would be able to support a diverse range of EV owners.

Pursuing this initiative aligns with our city's sustainable vision and addresses a primary concern for EV owners—enough charging locations. I am happy to participate in discussions or meetings to explore this further and to collaborate in any way to see this idea come to fruition.

Thank you for your consideration.

Yours sincerely,
Oliver Guy



CALL TO ORDER: 4:00PM *(00:00:13 in video)*

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

ROLL CALL:

Mayor Neil Bradshaw
Michael David
Jim Slanetz
Amanda Breen
Courtney Hamilton

ALSO PRESENT:

Jade Riley—City Administrator
Trent Donat—City Clerk & Business Manager
Shellie Gallagher—City Treasurer
Morgan Landers—Director of Planning and Building
Matt Johnson—City Attorney
Carissa Connelly—Housing Director

COMMUNICATIONS FROM MAYOR AND COUNCIL:

- Mayor Bradshaw welcomed new staff member – Senior Project Manager Ben Whipple. *(00:00:51 in video)*
- Mayor Bradshaw read the Domestic Violence Awareness Month Proclamation. Welcomed Daryl Harris, Director of Prevention at The Advocates, attending in support of the reading. *(00:01:35 in video)*

CONSENT AGENDA:

- Item #13 - Courtney Hamilton had a question on two-day cancellation clause. Carissa Connelly explained this issue was a holdover from first contract. *(00:04:17 in video)*

Questions, comments and discussion by Council. *(00:04:29 in video)*

Motion to approve consent agenda, subject to an update to #13 of an extension of default notice to 10 days. *(00:7:13 in video)*

MOVER: Jim Slanetz

SECONDER: Courtney Hamilton

AYES: Michael David, Amanda Breen, Jim Slanetz, Courtney Hamilton

RESULT: ADOPTED UNANIMOUS

PUBLIC HEARING: *(00:7:40 in video)*

14. FY2023 Amended Budget Public Hearing and First, Second, & Third Reading of Ordinance 1252
Presented by: Shellie Gallagher and Jade Riley

Public Comment Open: *(00:08:27 in video)*

None

Public Comment Closed: *(00:08:38 in video)*

Questions, comments, and discussion by Council *(00:08:54 in video)*

Motion to approve the First, Second, and Third of Ordinance 1252. *(00:31:00 in video)*

MOVER: Amanda Breen

SECONDER: Jim Slanetz

AYES: Michael David, Jim Slanetz, Amanda Breen, Courtney Hamilton

RESULT: ADOPTED UNANIMOUS

NEW BUSINESS: *(00:10:30 in video)*

19. Recommendation to review and approve agreement #24892 for building department services with SAFEbuilt, LLC.

Presented by: Morgan Landers and David Spencer, Alan Chambers, and Charity Campfield of SAFEBuilt.
(00:11:06 in video)

Questions, comments, and discussion by Council *(00:14:28 in video)*

Motion to approve agreement #24892 with SAFEbuilt, LLC. *(00:30:50 in video)*

MOVER: Courtney Hamilton

SECONDER: Amanda Breen

AYES: Michael David, Jim Slanetz, Amanda Breen, Courtney Hamilton

RESULT: ADOPTED UNANIMOUS

15. Discussion and guidance on F150 Lightning electric vehicle purchase for wastewater department.
Presented by: Trent Donat *(00:32:25) in video)*

Questions, comments, and discussion by Council *(00:37:16 in video)*

Motion to approve purchase of the F150 Lightning electric vehicle. *(00:55:09 in video)*

MOVER: Michael David

SECONDER: Amanda Breen

AYES: Michael David, Jim Slanetz, Amanda Breen, Courtney Hamilton

RESULT: ADOPTED UNANIMOUS

16. Discussion of City's Planning Framework
Presented by: Jade Riley (00:57:15 in video)

Questions, comments, and discussion by Council (01:14:40 in video)

17. Recommendation to approve Housing Action Plan - Year 2
Presented by: Carissa Connelly (01:28:30 in video)

Questions, comments, and discussion by Council (01:55:12 in video)

Motion to approve Housing Action Plan - Year 2. (02:03:00) in video

MOVER: Courtney Hamilton

SECONDER: Jim Slanetz

AYES: Michael David, Jim Slanetz, Amanda Breen, Courtney Hamilton

RESULT: ADOPTED UNANIMOUS

18. Analysis and discussion of housing fee-in-lieu, future fee increase resolution.
Presented by: Housing Fellow Rian Rooney (02:03:22 in video)

Questions, comments, and discussion by Council (02:19:40 in video)

ADJOURNMENT:

Motion to adjourn (02:39:15 in video)

MOVER: Courtney Hamilton

SECONDER: Amanda Breen

AYES: Michael David, Jim Slanetz, Amanda Breen, Courtney Hamilton

RESULT: UNANIMOUS

Neil Bradshaw, Mayor

ATTEST:

Trent Donat, City Clerk

Report Criteria:

Invoices with totals above \$0 included.
Paid and unpaid invoices included.
[Report].GL Account Number = "0110000000"- "9700000000", "9910000000"- "9911810000"
Invoice Detail.Voided = No, Yes

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
GENERAL FUND				
01-2175-9000 P/R DEDUC PBL--EMP CAF FSA-DC				
NBS-NATIONAL BENEFIT SERVI	CP359441	FSA TOTAL	2,711.10	
01-3500-1100 PARKING FINES				
MICHIE, ALYSON	103123	REFUND FOR DOUBLE PAYMENT ON CITATION KET020001723	126.00	
01-3700-3600 REFUNDS & REIMBURSEMENTS				
BICK, ANDREW	103023	75% OF FEES REFUND DUE TO APPLICATION WITHDRAWL	2,056.35	
Total :			4,893.45	
LEGISLATIVE & EXECUTIVE				
01-4110-2515 VISION REIMBURSEMENT ACCT(HRA)				
NBS-NATIONAL BENEFIT SERVI	956407	FSA & HRA ADMIN FEES SEPTEMBER 2023	16.75	
Total LEGISLATIVE & EXECUTIVE:			16.75	
ADMINISTRATIVE SERVICES				
01-4150-2505 HEALTH REIMBURSEMENT ACCT(HRA)				
NBS-NATIONAL BENEFIT SERVI	CP359441	HRA MEDICAL	727.22	
01-4150-2515 VISION REIMBURSEMENT ACCT(HRA)				
NBS-NATIONAL BENEFIT SERVI	956407	FSA & HRA ADMIN FEES SEPTEMBER 2023	80.00	
NBS-NATIONAL BENEFIT SERVI	CP359441	HRA VISION	165.00	
01-4150-3100 OFFICE SUPPLIES & POSTAGE				
ASSOCIATED BUSINESS FORMS,	4836	TAX FORMS	284.98	
GEM STATE PAPER & SUPPLY	1104913	TOWELS TOILET SEAT COVER	191.64	
GEM STATE PAPER & SUPPLY	1105125-01	LIQUID COFFEE CREAMER	61.77	
GEM STATE PAPER & SUPPLY	1106026	PURELL LIQUID COFFEE CREAMER BOWL CLEANER HYDROGEN PEROXIDE	251.13	
GALLAGHER, SHELLIE	102423	REFUND FOR PURCHASE HEALTH SCREENING SNACKS ON PERSONAL CC	98.58	
01-4150-4200 PROFESSIONAL SERVICES				
CLEARMINDGRAPHICS	6123	WEBSITE DESIGN AND DEVELOPMENT	297.50	
BACKGROUND INVESTATION B	INV-35215	Background Checks	164.40	
KVH STRATEGIES	208	MEETINGS DEBRIEF EMPLOYMENT ENGAGEMENT MISC	3,056.25	
BEST DAY HR	45178	CONSULTING SERVICES FOR SEPTEMBER 2023	5,250.00	23117
BD CONSULTING LLC	2024-01	GENERAL MEETINGS & PROPERTY TAX MODEL	127.50	23048.1
NICOLE SNYDER INTERIORS	300562	COMMUNITY MEETING ROOM - CHAIRS REUPHOLSTERY	898.15	
01-4150-4400 ADVERTISING & LEGAL PUBLICATIO				
EXPRESS PUBLISHING, INC.	10002196 0930	10002196 093023	2,012.35	
EXPRESS PUBLISHING, INC.	10002196 0930	10002196 093023	174.96	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
01-4150-4800 DUES, SUBSCRIPTIONS & MEMBERSH				
INTERNATIONAL INSTITUTE OF	46624	Annual Membership - Bailee Ancona	210.00	
INTERNATIONAL INSTITUTE OF	46625	Annual Membership - Kelsie Choma	150.00	
01-4150-4900 PERSONNEL TRAINING/TRAVEL/MTG				
DONAT, TRENT	092123	MEAL PURCHASED ON PERSONAL CC	2.64	
DONAT, TRENT	092123	MEAL PURCHASED ON PERSONAL CC	12.53	
DONAT, TRENT	092123	MILEAGE - BOISE	235.80	
DONAT, TRENT	092123	MEAL PURCHASED ON PERSONAL CC	39.48	
01-4150-5100 TELEPHONE & COMMUNICATIONS				
CENTURY LINK	2087265574 24	2087265574 240B 101323	71.28	
SYRINGA NETWORKS, LLC	23OCT0335	020303 100123	800.00	
SYRINGA NETWORKS, LLC	23OCT0335	020303 100123	650.00	
SYRINGA NETWORKS, LLC	23OCT0335	020303 100123	800.00	
COX BUSINESS	0012401050589	0012401050589901 100623	172.99	
AT&T MOBILITY LLC	287310798935	287310798935X10012023	80.08	
LUMEN	657037923	74754376 092423	.36	
01-4150-5110 COMPUTER NETWORK				
CDW GOVERNMENT, INC.	MJ07061	HDMI MONITOR MON QHD DO HDMI KEYBOARD & MOUSE COMBO UNIVERSAL USB-C DOCK	967.30	
CDW GOVERNMENT, INC.	MJ14664	LVO X1 YOGA G8	1,857.73	
SYRINGA NETWORKS, LLC	23OCT0335	020303 100123	950.00	
LEAF	15438535	100-6877711-001 100823	833.10	
01-4150-5200 UTILITIES				
IDAHO POWER	2203990334 10	2203990334 101223	17.38	
IDAHO POWER	2203990334 10	2203990334 101223	9.65	
IDAHO POWER	2203990334 10	2203990334 101223 - CREDIT	25.45-	
IDAHO POWER	2206570869 10	2206570869 101223	7.80	
IDAHO POWER	2224128120 09	22241228120 092123	978.78	
01-4150-6500 CONTRACTS FOR SERVICES				
S & C ASSOCIATES LLC	2897-2917	2898 & 2901	1,196.00	
01-4150-6510 COMPUTER SERVICES				
CASELLE, INC.	127815	Contract Support & Maintenance for NOVEMBER 2023	2,483.00	
Total ADMINISTRATIVE SERVICES:			26,341.88	
LEGAL				
01-4160-4200 PROFESSIONAL SERVICES				
WHITE PETERSON LAW FIRM	24892R 093023	GENERAL CITY ADMIN	16,000.00	
Total LEGAL:			16,000.00	
PLANNING & BUILDING				
01-4170-2505 HEALTH REIMBURSEMENT ACCT(HRA)				
NBS-NATIONAL BENEFIT SERVI	CP359441	HRA MEDICAL	5.47	
01-4170-2515 VISION REIMBURSEMENT ACCT(HRA)				
NBS-NATIONAL BENEFIT SERVI	956407	FSA & HRA ADMIN FEES SEPTEMBER 2023	23.20	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
01-4170-3100 OFFICE SUPPLIES & POSTAGE				
COPY CENTER LLC	2929	PUBLIC NOTICE WALNUT & 4TH & 180 LEADVILLE RELOCATION	140.31	
01-4170-3200 OPERATING SUPPLIES				
ATKINSONS' MARKET	04748932	LAYS COKE LA CROIX WHISP OF FALL NACHO CHEESE COKE	73.78	
ATKINSONS' MARKET	04748934	ICE CUBES	3.78	
GOLLEHER, GEORGE	181250	SALADS & COOKIES FOR CONTRACTOR MEETING ON 10/17/23	398.75	
01-4170-4200 PROFESSIONAL SERVICES				
S & C ASSOCIATES LLC	2897-2917	2897 2899 2900 2907 2908 2909 2910 2911 2912 2913 2914 2915 2916 2917	3,844.00	
LOGAN SIMPSON DESIGN INC	31959	PROFESSIONAL SERVICES FOR PERIOD OF 4/29/2023 - 6/30/2023	1,380.00	
HOLST ARCHITECTURE, INC	0030627	PROFESSIONAL SERVICES SEPTEMBER 2023	800.00	23077
01-4170-4220 PROF SVCS-FLOOD PLAIN PROG REM				
HARMONY DESIGN & ENGINEE	23375	18018 KETCHUM SAP REVIEW THROUGH 093023	467.50	
01-4170-4400 ADVERTISING & LEGAL PUBLICATIO				
EXPRESS PUBLISHING, INC.	10002196 0930	10002196 093023	311.88	
01-4170-4900 PERSONNEL TRAINING/TRAVEL/MTG				
CRUTCHER, ADAM	100423-100623	516 MILE REIMBURSEMENT FOR TRAINING TO OGDEN & BACK	337.98	
Total PLANNING & BUILDING:			7,786.65	
NON-DEPARTMENTAL				
01-4193-4200 PROFESSIONAL SERVICE				
EXPRESS PUBLISHING, INC.	10002196 0930	10002196 093023	362.00	
HDR ENGINEERING, INC.	1200559183	ON CALL SERVICES AS DIRECTED	3,372.00	
01-4193-4500 1ST/WASHINGTON RENT				
URBAN RENEWAL AGENCY	7275	URA RENT	3,000.00	
01-4193-9930 GENERAL FUND OP. CONTINGENCY				
MURRAY GROUP	784573	STRATEGIC ASSESSMENT OF EMPLOYEE BENEFIT PROGRAM	1,875.00	23111
Total NON-DEPARTMENTAL:			8,609.00	
FACILITY MAINTENANCE				
01-4194-2515 VISION REIMBURSEMENT ACCT(HRA)				
NBS-NATIONAL BENEFIT SERVI	956407	FSA & HRA ADMIN FEES SEPTEMBER 2023	21.28	
01-4194-3200 OPERATING SUPPLIES				
CHATEAU DRUG CENTER	2773455	2 PK CITAIRWICK STICK UP	5.68	
CHATEAU DRUG CENTER	2773778	MATCHES & WILD DOOR GENIE	7.58	
CHATEAU DRUG CENTER	2774562	PURELL GEL	4.74	
GEM STATE PAPER & SUPPLY	1105022	TISSUE & TOILET PAPER	479.42	
01-4194-3500 MOTOR FUELS & LUBRICANTS				
CHRISTENSEN INC.	1030635	38950 101523	501.82	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
01-4194-5200 UTILITIES				
CLEAR CREEK DISPOSAL	0001661061	QUARTERLY SERVICE 131 E RIVER ST	92.86	
IDAHO POWER	2201272487 09	2201272487 092223	30.79	
IDAHO POWER	2203313446 10	2203313446 101123	5.61	
IDAHO POWER	2203538992 09	2203538992 092223	116.42	
IDAHO POWER	2260077785 10	2260077785 101223	331.41	
INTERMOUNTAIN GAS	44919030005 0	44919030005 092523	19.48	
01-4194-5900 REPAIR & MAINTENANCE-BUILDINGS				
A.C. HOUSTON LUMBER CO.	2310-650937	LEXEL GEN PURP CLK CLR	12.99	
THORNTON HEATING	59157	SERVICE GEN FILTER MEDIA	973.00	
01-4194-5910 REPAIR & MAINT-491 SV ROAD				
COX BUSINESS	0012401034971	001-2401-034971402 102823	143.00	
01-4194-5950 REPAIR & MAINT-WARM SPRINGS PR				
ARBOR CARE	13235	ARBORIST CONSULTATION	165.00	
CLEAR CREEK LAND CO. LLC	0000041364	Mobile Storage Rent OCTOBER 2023	231.00	
IDAHO POWER	2226452353	2226452353 092623	1,121.70	
JOE'S BACKHOE SERVICES, INC.	7424301	ROTOR RUN TO SEWER PLANT TRANSPORT	260.00	
LES SCHWAB	11700836734	UTV TIRE REPAIR	140.64	
PIPECO, INC.	S5063321.001	WORM DRIVE SS CLAMP	5.62	
PIPECO, INC.	S5138754.001	INSERT TEE BALL PLASTIC TXT INSERT MALE ADAPTER & MORE	43.92	
PIPECO, INC.	S5140526.001	HOSE VARIETY OF PVC'S FITTING BRS FIP AQUALINE FALCON ROTOR PART CIR	125.95	
PIPECO, INC.	S5233182.001	1x4 PVC NIPPLE	2.37	
PIPECO, INC.	S5245166.001	ORANGE MARKING PAINT	12.23	
PIPECO, INC.	S5258444.001	ADAPTER PCV MALE & 3/4 M x FM IPT ADPT	2.48	
LET'S RIDE	340663	2018 SKIDOO REPAIR	514.39	
RIGHT BRAIN UNLIMITED LLC	33068	REPROCESSED SCRAP PLASTIC BAGS	3,750.70	
01-4194-6000 REPAIR & MAINT-AUTOMOTIVE EQUI				
RIVER RUN AUTO PARTS	6538-194885	WTC MATTS & ANTI-SEIZE COMPOUND	202.90	
RIVER RUN AUTO PARTS	6538-195018	SEAT COVER	340.95	
RIVER RUN AUTO PARTS	6538-195278	22" WINTER BLADE	33.90	
01-4194-6100 REPAIR & MAINT--MACHINERY & EQ				
A.C. HOUSTON LUMBER CO.	2310-655940	ROLLER COVER/FRAME PLASTIC MINI ROLLER TRAY CITRUS CLEANER	16.77	
NAPA AUTO PARTS	163681	PARTS FOR BOBCAT	86.98	
01-4194-6950 MAINTENANCE				
A.C. HOUSTON LUMBER CO.	2310-646711	BIT STEP DRILL	34.99	
A.C. HOUSTON LUMBER CO.	2310-647070	5/16 SPRING SNAP LINK & LF 3/16 PROOF COIL CHAIN	15.72	
A.C. HOUSTON LUMBER CO.	2310-647271	LF 3/16 PROOF COIL CHAIN	15.21	
A.C. HOUSTON LUMBER CO.	2310-655839	MINIWAX WOOD FILLER & TITEBOND GLUE	25.97	
A.C. HOUSTON LUMBER CO.	2310-655995	24" BAR CLAMP	83.97	
PIPECO, INC.	S5039213.001	QUICK COUPLER KEY QCV HOSE SWIVEL AQUALINE	39.75	
PIPECO, INC.	S5251772.001	PINK MARKING PAINT	12.23	
PIPECO, INC.	S5260935.001	CAP PCV FIPT 1/2 IN	5.84	
RIVER RUN AUTO PARTS	6538-194941	RV ANTIFREEZE	63.60	
Total FACILITY MAINTENANCE:			10,100.86	

POLICE

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
01-4210-2505 HEALTH REIMBURSEMENT ACCT(HRA)				
NBS-NATIONAL BENEFIT SERVI	CP359441	HRA MEDICAL	643.13	
01-4210-2515 VISION REIMBURSEMENT ACCT(HRA)				
NBS-NATIONAL BENEFIT SERVI	956407	FSA & HRA ADMIN FEES SEPTEMBER 2023	9.80	
01-4210-3100 OFFICE SUPPLIES & POSTAGE				
GLOBAL INDUSTRIAL	121097175	DEWALT DSV421-S/L AMSI CLASS 2 ADJUSTABLE BREAKAWAY VEST S/L	51.24	
01-4210-3500 MOTOR FUELS & LUBRICANTS				
CHRISTENSEN INC.	1030649	39060 101523	269.79	
01-4210-3610 PARKING OPS PROCESSING FEES				
DATA TICKET INC	15659	DAILY CITATION PROCESSING, VIN LOOKUPS, MAINTENANCE AND SUPPORT	863.55	
01-4210-5100 TELEPHONE & COMMUNICATIONS				
CENTURY LINK	2087267848 10	2087267848 105B 101323	163.90	
AT&T MOBILITY LLC	287310798935	287310798935X10012023	175.16	
Total POLICE:			2,176.57	
FIRE & RESCUE				
01-4230-2505 HEALTH REIMBURSEMENT ACCT(HRA)				
NBS-NATIONAL BENEFIT SERVI	CP359441	HRA MEDICAL	668.93	
01-4230-2515 VISION REIMBURSEMENT ACCT(HRA)				
NBS-NATIONAL BENEFIT SERVI	956407	FSA & HRA ADMIN FEES SEPTEMBER 2023	75.80	
01-4230-3200 OPERATING SUPPLIES FIRE				
A.C. HOUSTON LUMBER CO.	2310-645903	FIREBLOCK	12.99	
BUSINESS AS USUAL INC.	163938	NOTEBOOK, LAMINATING SHEETS, PEN	20.37	
CHATEAU DRUG CENTER	2773978	CLEANING SUPPLIES	6.17	
GEM STATE PAPER & SUPPLY	1106483	TISSUE	28.83	
INTEGRATED TECHNOLOGIES	226821	107 SADDLE RD	14.50	
01-4230-3210 OPERATING SUPPLIES EMS				
BUSINESS AS USUAL INC.	163938	NOTEBOOK, LAMINATING SHEETS, PEN	20.38	
CHATEAU DRUG CENTER	2773978	CLEANING SUPPLIES	6.17	
EXPRESS PUBLISHING, INC.	10002196 0930	10002196 093023	534.90	
GEM STATE PAPER & SUPPLY	1106483	TISSUE	28.82	
INTEGRATED TECHNOLOGIES	226821	107 SADDLE RD	14.51	
NORCO	38868687	D/DEY-MEDICAL OXYGEN & HANDLING CHARGE	93.31	
HENRY SCHEIN	57490056	CATHETERS, EPI, EXTENSION SETS, START KITS, IGELS	1,499.42	
SNAP HEAT	0197	HEAT PACKS	266.18	
01-4230-3500 MOTOR FUELS & LUBRICANTS FIRE				
RIVER RUN AUTO PARTS	6538-195005	DIESEL EXHAUST FLUID	53.90	
CHRISTENSEN INC.	1030536	37267 101523	432.21	
01-4230-3510 MOTOR FUELS & LUBRICANTS EMS				
RIVER RUN AUTO PARTS	6538-195005	DIESEL EXHAUST FLUID	53.90	
CHRISTENSEN INC.	1030536	37267 101523	432.21	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
01-4230-4210 PROFESSIONAL SERVICES EMS				
WOOD RIVER FIRE & RESCUE	102523	EMT STANDBY RPI	400.00	
01-4230-4910 TRAINING EMS				
ATKINSONS' MARKET	04748138	COCONUTS & ORANGES	21.86	
FELDMAN, RICHARD	101223	NREMT RECERTIFICATION REIMBURSEMENT	25.00	
01-4230-4920 TRAINING-FACILITY				
IDAHO POWER	2224210258 10	2224210258 100923	58.75	
01-4230-5100 TELEPHONE & COMMUNICATION FIRE				
COX BUSINESS	0012401049446	0012401049446101 092823	123.29	
01-4230-5110 TELEPHONE & COMMUNICATION EMS				
COX BUSINESS	0012401049446	0012401049446101 092823	123.28	
01-4230-6000 REPAIR & MAINT-AUTO EQUIP FIRE				
HUGHES FIRE EQUIPMENT, INC.	598208	PUMPER PART	247.28	
01-4230-6010 REPAIR & MAINT-AUTO EQUIP EMS				
RIVER RUN AUTO PARTS	6538-194897	WINSHIELD WIPERS UTIL 1	33.90	
01-4230-6100 REPAIR & MAINT--MACHINERY & EQ				
PIPECO, INC.	S5203312.001	CHECK VALVE HUNTER, ROTATOR HUNTER	7.39	
01-4230-6110 REPAIR & MAINT--MACHINERY & EQ				
PIPECO, INC.	S5203312.001	CHECK VALVE HUNTER, ROTATOR HUNTER	7.39	
01-4230-6200 REPAIR & MAINT--FACILITY				
A.C. HOUSTON LUMBER CO.	2310-648933	HEAT TAPE FOR CARPORT DRAIN	62.99	
LUTZ RENTALS	147591-1	SNAKE	23.76	
01-4230-6920 IDL Fire Reimbursements				
YAGLA, BRANDON	092023	CALIFORNIA TRAVEL - FULL DAY MEALS	944.00	
YAGLA, BRANDON	092023	CALIFORNIA TRAVEL - FIRST DAY MEAL	44.25	
YAGLA, BRANDON	092023	CALIFORNIA TRAVEL - FINAL DAY MEAL	44.25	
MCMAHON, NIELS	092023	CALIFORNIA TRAVEL - FINAL DAY MEAL	44.25	
MCMAHON, NIELS	092023	CALIFORNIA TRAVEL - FULL DAY MEALS	944.00	
MCMAHON, NIELS	092023	CALIFORNIA TRAVEL - FIRST DAY MEAL	44.25	
Total FIRE & RESCUE:			7,463.39	

STREET

01-4310-2505 HEALTH REIMBURSEMENT ACCT(HRA)				
NBS-NATIONAL BENEFIT SERVI	CP359441	HRA MEDICAL	1,749.94	
01-4310-2515 VISION REIMBURSEMENT ACCT(HRA)				
NBS-NATIONAL BENEFIT SERVI	956407	FSA & HRA ADMIN FEES SEPTEMBER 2023	34.92	
01-4310-3200 OPERATING SUPPLIES				
A.C. HOUSTON LUMBER CO.	2310-657308	20'x30" PREM TARP SILVER	99.99	
CHATEAU DRUG CENTER	2776480	FAUCET FILTER	53.18	
COLOR HAUS, INC.	2N6LH-1024C	SPRAY SUIT FOR SEALING TRUCK CHASIS	18.99	
D & B SUPPLY INC.	54124	WORK BOOTS WINTER	175.00	
D & B SUPPLY INC.	54125	WORK PANTS & SHIRTS	309.92	
D & B SUPPLY INC.	70526	WORK PANTS & BOOTS	344.96	
D & B SUPPLY INC.	75278	WORK PANTS & BOOTS	264.96	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
NAPA AUTO PARTS	164222	FILES FOR SHOP	5.99	
NAPA AUTO PARTS	165692	PACKER HAND BEARING	9.49	
01-4310-3400 MINOR EQUIPMENT				
A.C. HOUSTON LUMBER CO.	2310-648178	PUMP SPRAYER	89.98	
01-4310-3500 MOTOR FUELS & LUBRICANTS				
CHRISTENSEN INC.	1030538	37269 101523	1,220.80	
CHRISTENSEN INC.	1031566	37269 103123	1,445.79	
CHRISTENSEN INC.	221780	CHEVRON GREASE	339.08	
CHRISTENSEN INC.	561753	DIESEL EXHAUST FLUID CHEVRON RANDO HDZ CHEVRON GREASE	1,853.50	
01-4310-4200 PROFESSIONAL SERVICES				
AWSI	593784	DRUG TEST SERVICES	51.25	
01-4310-5200 UTILITIES				
IDAHO POWER	2204882910 10	2204882910 101323	348.69	
01-4310-6000 REPAIR & MAINT--AUTOMOTIVE EQU				
NAPA AUTO PARTS	165677	OIL FIL	4.44	
01-4310-6100 REPAIR & MAINT--MACHINERY & EQ				
A.C. HOUSTON LUMBER CO.	2310-654914	SPRING FOR CAR HAULER TRAILER	6.59	
FASTENAL COMPANY	IDJER108509	EAGLE PARTS	5.15	
LES SCHWAB	11700841251	NEW TIRE FOR CAR TRAILER	154.90	
NAPA AUTO PARTS	164133	EAGLE PARTS	61.72	
NAPA AUTO PARTS	164974	SPARK PLUG & AIR FILTER	31.60	
NAPA AUTO PARTS	165853	NSPS OIL SEAL	82.76	
RIVER RUN AUTO PARTS	6538-195080	DIESEL EXHAUST FLUID	53.90	
RIVER RUN AUTO PARTS	6538-195268	ELECTRICAL CONNECTOR	11.49	
GODWIN MANUFACTURING CO	0010711-IN	NEW CONVEYOR CHAIN FOR BIG SANDER	2,081.96	
01-4310-6910 OTHER PURCHASED SERVICES				
CINTAS	4154402899	MATS	30.04	
CINTAS	4154402899	CREDIT: 9244580328	8.44-	
CINTAS	4155086662	CREDIT 9244580336	8.44-	
CINTAS	4155086662	MATS	30.04	
CINTAS	4170467498	BLACK MATS	21.60	
CINTAS	4171184533	BLACK MATS & COVERALLS	21.60	
CINTAS	4171943750	BLACK MATS & COVERALLS	21.60	
CINTAS	4172576983	BLACK MATS & COVERALLS	21.60	
CINTAS	5179693049	SERVICE ON FIRST AID KIT	177.38	
NORCO	39079932	CYLINDER RENTAL 103123	258.85	
TREASURE VALLEY COFFEE INC	2160:09843473	COFFEE	104.60	
01-4310-6920 SIGNS & SIGNALIZATION				
PACIFIC STEEL & RECYCLING	8519397	HR FLAT SQ TUBE C1018 C F ROUND FUEL SURCHARGE	557.29	
01-4310-6930 STREET LIGHTING				
COLOR HAUS, INC.	CDWUN	PUTTY KNIFE FOR PAINTING LIGHT POSTS	7.99	
COLOR HAUS, INC.	EVQ9F	PAINT FOR LIGHT POSTS	47.95	
IDAHO POWER	2200506789 10	2200506786 101223	7.01	
IDAHO POWER	2201013857 09	220103857 092223	5.44	
IDAHO POWER	2201174667 10	2201174667 101223	12.67	
IDAHO POWER	2202627564 10	2202627564 101223	9.27	
IDAHO POWER	2203855230 09	2203855230 092223	20.27	
IDAHO POWER	2204535385 09	2204535385 092223	41.03	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
IDAHO POWER	2204882910 10	2204882910 101323	619.93	
IDAHO POWER	2205963446 10	2205963446 101223	56.79	
IDAHO POWER	2206773224 09	2206773224 092223	9.40	
IDAHO POWER	2207487501 09	2207487501 092223	7.81	
IDAHO POWER	2208316659 09	2208316659 092223	11.76	
IDAHO POWER	2224304721 10	2224304721 101223	5.31	
01-4310-6950 MAINTENANCE & IMPROVEMENTS				
A.C. HOUSTON LUMBER CO.	2310-647498	DRILL BIT MINI ANCHOR LAG SHIELD	42.81	
A.C. HOUSTON LUMBER CO.	2310-648620	CREDIT FOR RETURNED DRILL BIT	24.99-	
LUTZ RENTALS	148329-1	PROPANE FOR WEED BURNER	45.23	
WALKER SAND AND GRAVEL	1238439	44.68 TONS 3/8 CRUSHED FINES	685.14	
WALKER SAND AND GRAVEL	1238439	6.95 TONS IMPORTED DIRTY FILL	131.10	
WALKER SAND AND GRAVEL	1238791	CRUSHED FINES & ENVIRONMENTAL FEES	332.19	
WALKER SAND AND GRAVEL	1241567	IMPORTED CLEAN FILL CRUSHED FINES & ENVIRONMENTAL FEES	284.72	
WALKER SAND AND GRAVEL	1241567	IMPORTED CLEAN FILL CRUSHED FINES & ENVIRONMENTAL FEES	998.67	
WALKER SAND AND GRAVEL	1242242	CRUSHED FINES & ENVIRONMENTAL FEES	691.75	
WALKER SAND AND GRAVEL	1243663	CRUSHED FINES & ENVIRONMENTAL FEES	340.25	
Total STREET:			16,528.16	
RECREATION				
01-4510-2505 HEALTH REIMBURSEMENT ACCT(HRA)				
NBS-NATIONAL BENEFIT SERVI	CP359441	HRA MEDICAL	122.70	
01-4510-2515 VISION REIMBURSEMENT ACCT(HRA)				
NBS-NATIONAL BENEFIT SERVI	956407	FSA & HRA ADMIN FEES SEPTEMBER 2023	16.50	
01-4510-3200 OPERATING SUPPLIES				
A.C. HOUSTON LUMBER CO.	2310-647455	5/16 x 6" SMOOTH SPIKE EACH	3.30	
BUSINESS AS USUAL INC.	163912	ACI 1100	31.50	
CHATEAU DRUG CENTER	2768916	GORILLA TAPE	17.58	
CHATEAU DRUG CENTER	2772261	2" COMB PADLOCK	102.56	
CHATEAU DRUG CENTER	2775007	GRADUSTE MARK ALL	4.74	
01-4510-3300 RESALE ITEMS-CONCESSION SUPPLY				
ATKINSONS' MARKET	03757314	APPLES	46.55	
ATKINSONS' MARKET	04746485	GROCERY ITEMS	42.87	
ATKINSONS' MARKET	05723827	CUCUMBER & CARROTS	4.72	
ATKINSONS' MARKET	05724186	APPLES CREAM CHEESE TOFFEE ETC	21.31	
ATKINSONS' MARKET	05724509	ORANGES APPLES & CIDER	30.83	
ATKINSONS' MARKET	06715177	EGGS BUTTER ANNIES ORGANIC MAR ALM BTR MPL	24.66	
01-4510-3500 MOTOR FUELS & LUBRICANTS				
CHRISTENSEN INC.	1030537	37268 101523	79.58	
01-4510-4200 PROFESSIONAL SERVICE				
BACKGROUND INVESTATION B	INV-35215	Background Checks	52.35	
01-4510-4410 ADVERTISING & PUBLICATIONS				
EXPRESS PUBLISHING, INC.	10002196 0930	10002196 093023	274.50	
01-4510-5200 UTILITIES				
INTERMOUNTAIN GAS	31904030009 0	31904030009 092523	23.56	
SYRINGA NETWORKS, LLC	23OCT0335	020303 100123	650.00	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
01-4510-6100 REPAIR & MAINT--MACHINERY & EQ				
A.C. HOUSTON LUMBER CO.	2311-658913	MASK TAPE & COLD WELD COMPOUND	27.36	
OHIO GULCH TRANSFER STATIO	268510	Asphalt Dlr Lumber	5.00	
Total RECREATION:			1,582.17	
Total GENERAL FUND:			101,498.88	
WAGON DAYS FUND				
WAGON DAYS EXPENDITURES				
02-4530-3200 OPERATING SUPPLIES				
CHATEAU DRUG CENTER	2748484	TOTES TISSUE PAPER RIBBON PAPER & RUBBER BANDS	127.75	
02-4530-4200 PROFESSIONAL SERVICES				
EAGLE ONE SECURITY	2127	WAGON DAYS SECURITY 2023	2,047.50	
02-4530-4400 ADVERTISING & LEGAL PUBLICATIO				
WOOD RIVER MEDIA	MC-123091721	KETCHUM WAGON DAYS 2023	120.00	
Total WAGON DAYS EXPENDITURES:			2,295.25	
Total WAGON DAYS FUND:			2,295.25	
GENERAL CAPITAL IMPROVEMENT FD				
GENERAL CIP EXPENDITURES				
03-4193-7100 SUN VALLEY RD MILL & OVERLAY				
BIG WOOD LANDSCAPE, INC.	29165	REMODEL LITTLE PARK	12,400.75	23025
CITY OF SUN VALLEY	2023-8	JACOBS ENGINEERING GROUP INV D3614700-0167	3,140.18	
JACOBS ENGINEERING GROUP, I	D3576100-019	Sun Valley Road Rehabilitation Eng (22-23)	1,057.50	
03-4193-7120 4TH STREET PAVER REP(MAIN/WAL)				
S & C ASSOCIATES LLC	2897-2917	2904	1,062.00	
03-4193-7135 MAIN STREET REHAB				
S & C ASSOCIATES LLC	2897-2917	2902	5,613.00	
JACOBS ENGINEERING GROUP, I	W3Y18400-001	PRELIMINARY DESGIN MAIN ST REHAB - RIVER ST TO 10TH ST	48,131.33	23129
03-4193-7220 RECYCLING				
S & C ASSOCIATES LLC	2897-2917	2903	413.00	
Total GENERAL CIP EXPENDITURES:			71,817.76	
FACILITY MAINT CIP EXPENDITURE				
03-4194-7000 WARM SPRINGS PRESERVE PHASE I				
S & C ASSOCIATES LLC	2897-2917	2905	213.00	
03-4194-7100 LITTLE PARK UPGRADES				
S & C ASSOCIATES LLC	2897-2917	2906	7,761.00	
03-4194-7160 TOWNE SQUARE DESIGN SCOPE				
COPY CENTER LLC	2950	TOWN SQUARE POSTER PRINTS	205.00	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
Total FACILITY MAINT CIP EXPENDITURE:			8,179.00	
POLICE CIP EXPENDITURES				
03-4210-7130 SERVER BODY CAMS				
MOTOROLA SOLUTIONS	8281722230	BODY CAMERAS	15,823.04	
Total POLICE CIP EXPENDITURES:			15,823.04	
FIRE & RESCUE CIP EXPENDITURES				
03-4230-7130 PPE (TURNOUT GEAR)				
CANFIELD, MILES	101223	DUTY BOOTS REIMBURSEMENT	165.46	
UPS STORE #2444	1Z2Y292X0311	PATCHES	12.98	
03-4230-7140 SHOP TOOLS				
A.C. HOUSTON LUMBER CO.	2310-654130	WIRE STRIPPER	17.99	
03-4230-7150 ENFORCER PUC PUMPER KB790				
PNC BANK NATIONAL ASSOCIA	1797850	Enforcer PUC Pumper KB790 Leasing	140,801.73	23003.1
Total FIRE & RESCUE CIP EXPENDITURES:			140,998.16	
Total GENERAL CAPITAL IMPROVEMENT FD:			236,817.96	
ORIGINAL LOT FUND				
ORIGINAL LOT TAX				
22-4910-6075 IDAHO DARK SKY ALLIANCE				
IDAHO DARK SKY ALLIANCE	23005	FY24 DARK SKY EDUCATION OUTREACH & MONITORING ACTIONS	2,500.00	
22-4910-6090 CONSOLIDATED DISPATCH				
BLAINE COUNTY CLERK/RECOR	429	FY24 DISPATCH SERVICES	171,395.00	24011
BLAINE COUNTY CLERK/RECOR	429	FY24 DISPATCH SERVICES	171,395.09	
Total ORIGINAL LOT TAX:			345,290.09	
Total ORIGINAL LOT FUND:			345,290.09	
COMMUNITY HOUSING				
COMMUNITY HOUSING EXPENSE				
54-4410-2515 VISION REIMBURSEMENT ACCT(HRA)				
NBS-NATIONAL BENEFIT SERVI	956407	FSA & HRA ADMIN FEES SEPTEMBER 2023	13.15	
54-4410-3100 GENERAL OFFICE				
CAMPBELL, THECLA	103123	REFUND ON PURCHESES ERGONOMIC MOUSE PAD WRIST REST PAD & OPTICAL MOUSE	53.06	
54-4410-3200 LIFT TOWER LODGE OPERATIONS				
OFFICE BRIGHT INC	1698	SEPTEMBER (9/3/23 & 9/17/23) CLEANING	140.00	
54-4410-4200 PROFESSIONAL SERVICES				
NESTED STRATEGIES	1162.1	Housing 70%	187.50	20638
HOLST ARCHITECTURE, INC	0030483	FEASIBILITY ANALYSIS FOR COMMUNITY HOUSING	7,000.00	23070
HOLST ARCHITECTURE, INC	0030608	FEASIBILITY ANALYSIS FOR COMMUNITY		

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
		HOUSING	4,000.00	23070
SACHA, LEONARDO PADILLA	100523	SPANISH LESSONS SEPT 7 & 19	150.00	
HIGH COUNTRY MOTEL	103123	BCHA HOTEL ROOMS-9 ROOMS	17,550.00	
54-4410-4210 LEASE TO LOCALS INSENTIVES				
LUCK, MATTHEW	110223	LTL INITIAL PAYMENT	4,500.00	
54-4410-4215 LEASE TO LOCALS PROF SERVICES				
PLACEMATE, INC	1611	MONTHLY L2L PROGRAM SUPPORT MARKETING REIMBURSEMENT	12,482.45	23123
54-4410-4250 LIFT TOWER LODGE PROFF SVCS				
SUNSEAL, LTD	2080	LIFT TOWER LODGE PARKING LOT REPAIR	8,999.96	24014
54-4410-5200 LIFT TOWER LODGE UTILITIES				
IDAHO POWER	2208260063 10	2208260063 101223	235.87	
IDAHO POWER	2226910376 10	2226910376 101223	244.97	
OHIO GULCH TRANSFER STATIO	266737	TRANSFER	9.00	
54-4410-5900 LIFT TOWER LDG REPAIR & MAINT				
A.C. HOUSTON LUMBER CO.	2310-653436	DECAR SHIMS FIREBLOCK SANDING SPONGE STEELWOOL MED TAPER PT DR BIT	107.91	
L.L. GREEN'S HARDWARE	A719201	CORD SHOWER CURTAIN SWITCH SEALANT FLEX PIPE CAP ROLLER HOOK	151.19	
L.L. GREEN'S HARDWARE	A720558	SCREWS WALLPLATES & DOOR JAMB	40.77	
PLATT ELECTRIC SUPPLY	4M69506	IDE 30-451 30-452 CONDUITS	21.23	
WOOD RIVER LOCK SHOP, LLC	20313	VARIETY OF KEYS	71.34	
MAGIC VALLEY RESTORATION	2222	DEDUCTIBLE FOR INS CLAIM LTL #5 & #8 WATER DAMAGE	2,500.00	
54-4410-8010 REIMBURSE BCHA BLAINE CO CONTR				
BLAINE COUNTY HOUSING AUT	110123-1	BLAINE COUNTY CONTRIBUTION REFUND - SEPTEMBER 2023	23,259.23	
BLAINE COUNTY HOUSING AUT	110123-2	BLAINE COUNTY CONTRIBUTION REFUND LAST PAYMENT OF FY23	23,259.23	
Total COMMUNITY HOUSING EXPENSE:			104,976.86	
Total COMMUNITY HOUSING:			104,976.86	
WATER FUND				
WATER EXPENDITURES				
63-4340-2515 VISION REIMBURSEMENT ACCT(HRA)				
NBS-NATIONAL BENEFIT SERVI	956407	FSA & HRA ADMIN FEES SEPTEMBER 2023	16.50	
63-4340-3120 DATA PROCESSING				
BILLING DOCUMENT SPECIALIS	90820	Utilities Billing	582.17	
63-4340-3200 OPERATING SUPPLIES				
A.C. HOUSTON LUMBER CO.	2310-656794	GLOVES	33.98	
CINTAS	4171184448	110 River Ranch Rd - Admin	10.90	
CINTAS	4171184448	110 River Ranch Rd - Water	31.19	
D & B SUPPLY INC.	51590	PANTS AND SHIRTS	110.96	
TREASURE VALLEY COFFEE INC	2160 09873784	SQWINCHER STIX	62.50	
63-4340-3250 LABORATORY/ANALYSIS				
MAGIC VALLEY LABS, INC.	29565	Drinking Water Bacteria, Cooler Return	118.00	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
63-4340-3500 MOTOR FUELS & LUBRICANTS				
CHRISTENSEN INC.	1030540	37271 - WATER	417.99	
63-4340-3600 COMPUTER SOFTWARE				
GRAY MATTER SYSTEMS, LLC	SIN034867	ACCELERATION PLAN SUPPORT RENEWAL LIC#3-08831501-003-001 cIMPLICITY	2,388.07	24024
63-4340-3800 CHEMICALS				
GEM STATE WELDERS SUPPLY,I	850888	SODIUM HYPOCHLORIC	316.00	
63-4340-4900 PERSONNEL TRAINING/TRAVEL/MTG				
OXFORD SUITES BOISE	BSE-13084	Room Charge - Gio T.	147.00	
63-4340-5100 TELEPHONE & COMMUNICATIONS				
CENTURY LINK	2087250715 19	2087250715 195B - WATER	124.77	
SYRINGA NETWORKS, LLC	23OCT0335	020303 100123	325.00	
VERIZON WIRELESS	9946782772	365516521 WATER DEPT	123.29	
AT&T MOBILITY LLC	287318858311	287318858311 - Water	90.57	
63-4340-6100 REPAIR & MAINT-MACH & EQUIP				
FERGUSON ENTERPRISES, LLC	0865820-1	LF 1-1/2 MIP X PE PJ BALL CORP, 18X4 INSUL W/ NYL STRP HDL	673.30	
FERGUSON ENTERPRISES, LLC	0870533	SENSUS VGB REPAIR	1,180.27	
JOE'S BACKHOE SERVICES, INC.	7424488	REPLACE WATERLINE - BIG WOOD HOUSE	9,024.50	
NAPA AUTO PARTS	166371	400W 12V/DC INVERTER	56.99	
Total WATER EXPENDITURES:			15,833.95	
Total WATER FUND:			15,833.95	
WATER CAPITAL IMPROVEMENT FUND				
WATER CIP EXPENDITURES				
64-4340-7806 NEW STAND-BY GENERATOR WA/ADM.				
LLOYD CONSTRUCTION INC.	5437	NORTHWOOD BACKUP GENERATOR PROJECT-BID PACKAGE	22,099.37	23122
DC ENGINEERING	21KET01-4	ENGINEERING BACKUP POWER NWW & ADMIN	190.00	22057
Total WATER CIP EXPENDITURES:			22,289.37	
Total WATER CAPITAL IMPROVEMENT FUND:			22,289.37	
WASTEWATER FUND				
WASTEWATER EXPENDITURES				
65-4350-2515 VISION REIMBURSEMENT ACCT(HRA)				
NBS-NATIONAL BENEFIT SERVI	956407	FSA & HRA ADMIN FEES SEPTEMBER 2023	39.20	
NBS-NATIONAL BENEFIT SERVI	CP359441	HRA VISION	52.26	
65-4350-3120 DATA PROCESSING				
BILLING DOCUMENT SPECIALIS	90820	Utilities Billing	582.17	
65-4350-3200 OPERATING SUPPLIES				
ATKINSONS' MARKET	03762736	DIST WATER	5.30	
CHATEAU DRUG CENTER	2774609	WHT ELEC TAPE, MINK OIL PASTE	10.43	
CINTAS	4171184448	110 River Ranch Rd - Admin	10.89	
CINTAS	4171184448	110 River Ranch Rd - Wastewater	63.92	
D & B SUPPLY INC.	51590	PANTS AND SHIRTS	110.96	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
GEM STATE PAPER & SUPPLY	1106041	TISSUE & TOWEL	108.25	
GO-FER-IT	123377	Water Samples	28.35	
UPS STORE #2444	MMN7FR58D	WATER SAMPLES	14.87	
UPS STORE #2444	MMN7FR5FN	WATER SAMPLES	14.28	
UPS STORE #2444	MMN7FR5JP6	WATER SAMPLES	15.57	
HOEFER, ZACH	102323	WORK BOOTS REIMBURSEMENT	233.19	
65-4350-3400 MINOR EQUIPMENT				
McMASTER-CARR SUPPLY CO.	16078855	TOOLS, SOCKET EXTENSION, FILE SET, PLIERS, SOCKET HEAD SCREW	408.77	
NAPA AUTO PARTS	165252	20 TON BOTTLE JACK	121.99	
65-4350-3500 MOTOR FUELS & LUBRICANTS				
CHRISTENSEN INC.	1030539	37270 - Wastewater	137.70	
CHRISTENSEN INC.	561748	CHEVRON RANDO HD ISO 220	132.10	
65-4350-3600 COMPUTER SOFTWARE				
GRAY MATTER SYSTEMS, LLC	SIN034867	ACCELERATION PLAN SUPPORT RENEWAL LIC#3- 39326901-003-001 CIMPLICITY	1,657.87	24024
65-4350-4200 PROFESSIONAL SERVICES				
HDR ENGINEERING, INC.	1200565762	TASK ORDER #16 SEEPAGE TESTING-WEYYAKIN POND	10,500.00	23121
MAGIC VALLEY LABS, INC.	29565	LANDFILL WELL, COOLER RETURN	1,407.00	
OVERHEAD DOOR COMPANY, IN	540918	Labor	375.00	
OVERHEAD DOOR COMPANY, IN	542289	Credit - On Invoice # 540918	225.00-	
ROBERTS ELECTRIC	010073	INSTALLING TIMER FOR BLOWER - PARTS & LABOR	409.37	
65-4350-5100 TELEPHONE & COMMUNICATIONS				
CENTURY LINK	2087268953 40	2087268953 402B - Wastewater	3.23	
SYRINGA NETWORKS, LLC	23OCT0335	020303 100123	325.00	
VERIZON WIRELESS	965494438-000	965494438 WASTEWATER DEPT	66.19	
65-4350-5200 UTILITIES				
IDAHO POWER	220218701 101	220218701 - 110 RIVER RANCH RD SWR	12,092.05	
OHIO GULCH TRANSFER STATIO	266574	Clean Wood Waste	6.90	
OHIO GULCH TRANSFER STATIO	266617	Clean Wood Waste	5.00	
65-4350-6000 REPAIR & MAINT-AUTO EQUIP				
JACK'S TIRE & OIL, INC.	23-0458098-03	Flat Repair	45.00	
NAPA AUTO PARTS	165748	SWAY BAR LINK	60.97	
65-4350-6100 REPAIR & MAINT-MACH & EQUIP				
LUTZ RENTALS	147924-1	50' Z-BOOM LIFT	521.39	
65-4350-6900 COLLECTION SYSTEM SERVICES/CHA				
A.C. HOUSTON LUMBER CO.	2310-650601	SCREW HOOK, X-LARGE LATEX GLOVES	9.93	
A.C. HOUSTON LUMBER CO.	2310-651050	J-HOOK BOLT ZN, MASONRY DRILL BIT	27.57	
LUTZ RENTALS	147385-1	PUMP, HOSE SUCTION, HOSE DISCHARGE	75.60	
CHRISTENSEN INC.	1030539	37270 - Wastewater	105.34	
VERIZON WIRELESS	965494438-000	965494438 WASTEWATER COLLECTIONS DEPT	41.64	
Total WASTEWATER EXPENDITURES:			29,600.25	
Total WASTEWATER FUND:			29,600.25	

PARKS/REC DEV TRUST FUND
PARKS/REC TRUST EXPENDITURES

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
93-4900-5910 WARM SPRINGS PRESR-RESTORATION				
NESTED STRATEGIES	1162.1	WSP COUNSEL	3,499.50	
NESTED STRATEGIES	1162.1	Extension of Warm Springs Preserve Contract 20638 30%	688.00	20638
PHILLIPS LAND SURVEYING, PL	102323	WARM SPRINGS RANCH RESIDENCES TOPO	4,990.00	
Total PARKS/REC TRUST EXPENDITURES:			9,177.50	
Total PARKS/REC DEV TRUST FUND:			9,177.50	
DEVELOPMENT TRUST FUND				
DEVELOPMENT TRUST EXPENDITURES				
94-4900-8098 STY/ALN CONS-128 SADDLE #1588				
128 SADDLE ROAD, LLC	102023	PERFORMANCE BOND REFUND - LANDSCAPE & HARD SCAPE WORK COMPLETED	166,785.30	
Total DEVELOPMENT TRUST EXPENDITURES:			166,785.30	
Total DEVELOPMENT TRUST FUND:			166,785.30	
Grand Totals:			1,034,565.41	

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

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

Invoice Detail.Voided = No, Yes



City of Ketchum

PROCUREMENT MEMO

Meeting Date: November 6, 2023 Staff Member/Dept: Ramsy Hoehn/Street Superintendent

Agenda Item: Recommendation to approve Purchase Order 24029

Recommended Motion:

I move to approve Purchase Order 24029 for a not to exceed amount of \$279,476.40 for a 2024 Elgin Pelican Street Sweeper.

Summary of Procurement Process:

Bidder	Bid Price
MetroQuip, Inc.	\$279,476.40 (Sourcewell Contract #093021-ELG)

Low Bid Contractor	Bid Price	Budget Account/Number
MetroQuip, Inc.	\$279,476.40	03-4310-7125

Background (if necessary):

- The current sweeper was purchased in 2007 and has undergone substantial downtime and repairs. A replacement is necessary to continue efficient street operations.
- Street sweeper was budgeted in the Capital Improvement Plan for \$250,000.
- Used Sourcewell as the purchasing method, so no solicitation was needed, as the Sourcewell contract represents a method of piggybacking off a previously negotiated government contract.
- This purchasing option does not preclude City from securing financing instead of using cash for purchase.

Sustainability Impact:

None OR state impact here:

Sweeper features a Tier 4 low emission diesel engine. Hybrid version is available for an additional \$290,000.

Attachments:

- MetroQuip Quote
- Purchase Order 24029



QUOTE

MetroQuip, Inc.

1953 E. Commercial
 Meridian, ID 83642
 ph:(208)344-3318 fax:(208)345-5931
idonahoo@metroquip.net

QUOTATION NO. 2024ELGINPELICNAP
 DATE June 20, 2023
 CUSTOMER ID City of Ketchum Streets Div.
 EXPIRATION DATE 30 Days

TO Brian Christiansen
 Streets Division Superintendent
 200 Tenth Street
 Ketchum, ID 83340
 (208) 726-7831

e-mail: bchristiansen@ketchumidaho.org

SALESPERSON	FOB	PAYMENT TERMS	DUE DATE
Jake Donahoo (208) 921-0393	Ketchum, ID	Standard Terms and Conditions	12-14 Months ARO

*****Available for Purchase on Sourcewell Contract #093021-ELG*****

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1.00	2024 Elgin Pelican NP Mechanical Street Sweeper	\$279,476.40	\$279,476.40
	<i>Features:</i> John Deere 4045T 74 HP Turbo Diesel Engine, 66" Main Broom, Dual 36" Side Brooms with Tilt, 10' Sweep Path, 220 Gallons of Water, PM10 Certified Water System with Hydraulic Driven Run Dry Pump, 3.5 Yd. Hopper, Dual Steer, RH Air Ride Seat, Isolated Cab with 360 Degree Visibility, RH Sliding Window, AMFM Radio, Automotive Style AC/Heat, RH Heavy Duty Limb Guard, LED Warning and S/T/T Lights.		
	See Attached Build Sheet & Brochure for Additional Information		
	Includes Delivery to Ketchum Street Department		

This is a quotation for the goods named, subject to the conditions noted below. This quotation is valid for 30 days from date above unless otherwise noted. The prices do not include freight charges, sales tax, F.E.T., or other applicable taxes unless noted. All sales are subject to availability and/or prior sale.

SUBTOTAL	\$	279,476.40
SALES TAX		
TOTAL	\$	279,476.40

To Accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!



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

PURCHASE ORDER
 BUDGETED ITEM? Yes No

PURCHASE ORDER - NUMBER: 24029

To: 3016 METROQUIP, INC. P.O. BOX 858 MERIDIAN ID 83680-0858	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
---	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
10/12/2023	KCHOMA	KCHOMA		0	

Quantity	Description	Unit Price	Total
1.00	2024 ELGIN PELICAN STREET SWEEPER 03-4310-7125	279,476.40	279,476.40
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		279,476.40

 Authorized Signature



City of Ketchum

PROCUREMENT MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

I move to approve Contract # 24031 with Carter Tree Service LLC for the removal of 3 large Douglas Fir trees At the Warm Springs preserve.

Summary of Procurement Process:

Bidder	Bid Price
Arbor Care Tree Service	Not able to do the work
Carter Tree Service	\$8000.-

Low Bid Contractor	Bid Price	Budget Account/Number
Carter Tree Service LLC	\$8000.-	01-4194-5950

Background (if necessary):

- There are 3 dead Doug fir trees in the steep slope above the new WS Ranch Subdivision
- All of them could cause serious problems damming up the creek and one has potential to damage a house
- There is no access with a machine, so trees will be felled and left on the ground in the safest way possible.

Sustainability Impact:

None OR state impact here:

Attachments:

1. Carter Tree Service LLC quote
2. Purchase order # 24031
- 3.

CARTER TREE SERVICE LLC
INVOICE

208-720-7540
aldencarter.id@gmail.com

235A W Walnut Street
Hailey, Idaho, 83333



10/11/23

Project Title: City of Ketchum - Dog Park
Project Description: Hazard Mitigation
Invoice Number: 2310
Terms: payment due upon completion of the work

Description	Quantity	Unit Price	Cost
Falling, limbing and bucking of two dead Doug fir trees along the walking trail	2	\$2,250.00	\$4,500.00
Climb and disassemble 1 very large Doug fir tree next to the walking trail	1	\$3,500.00	\$3,500.00
		Subtotal	\$8,000.00
	Tax	0.00%	\$0.00
		Total	\$8,000.00

Thank you for your business. It's been a pleasure to work with you.

Sincerely yours,

Alden Carter



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

PURCHASE ORDER

BUDGETED ITEM? ___ Yes ___ No

PURCHASE ORDER - NUMBER: 24031

To: 6101 CARTER TREE SERVICE LLC 235A W WALNUT ST 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
10/27/2023	KCHOMA	KCHOMA		0	

Quantity	Description	Unit Price	Total
1.00	TREE HAZARD MITIGATION WARM SPRINGS 01-4194-5950	8,000.00	8,000.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		8,000.00

 Authorized Signature



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

Reasons for Recommendation:

- Holiday lights are very labor intensive and specialized. The Facilities Maintenance Department doesn't have the staffing and expertise to handle this job in-house.
- Bigwood Landscaping has staff and knowledge to get the job done very cost effective

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

Sustainability Impact:

Financial Impact:

<input type="text" value="Adequate funds exist in account:"/>	<input type="text" value="01-4194-4220 Professional services city beautification"/>
---	---

Attachments:

- | |
|--|
| <input type="text" value="1. Contract Bigwood Landscaping"/> |
| <input type="text" value="2. Purchase order 24033"/> |
| <input type="text" value="3."/> |



Big Wood Landscape

12449 ST HWY 75
 P. O. Box 310
 Ketchum, ID 83340

www.bigwoodlandscape.com

Invoice

Date	Invoice #
10/31/2023	29177

Bill To

Service Address

City of Ketchum
 PO Box 2315
 Ketchum, ID 83340

Terms	Project
Net 10	Ketchum Holiday Lighting

Serviced	Quantity	Description	Rate	Amount
10/31/2022	1	UPDATED HOLIDAY LIGHTS BID FOR 2023 Base Bid - Holiday Lighting	17,200.00	17,200.00
10/31/2022	20	Option Bid Items - Holiday Lighting-Case of lights (24 strands per case)	340.08	6,801.60
Thank you for your business			Total	\$24,001.60

Phone #	Fax #
(208) 726-4167	(208) 726-4199

E-mail
miked@bigwoodlandscape.com



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

PURCHASE ORDER
 BUDGETED ITEM? ___ Yes ___ No

PURCHASE ORDER - NUMBER: 24033

To: 1338 BIG WOOD LANDSCAPE, INC. P.O. BOX 310 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
10/31/2023	KCHOMA	KCHOMA		0	

Quantity	Description	Unit Price	Total
1.00	2023 CHRISTMAS LIGHTS 01-4194-4220	24,001.60	24,001.60
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		24,001.60

 Authorized Signature



City of Ketchum

PROCUREMENT MEMO

Meeting Date: November 6, 2023 Staff Member/Dept: Mick Mummert/Utilities-Wastewater

Agenda Item: Recommendation to Approve Purchase Order #24030 for Polymer for the Wastewater Treatment Plant

Recommended Motion:

I move to approve Purchase Order #24030 to Univar Solutions USA, Inc for polymer to be used at the wastewater treatment plant for the amount of \$11,040.00.

Summary of Procurement Process:

Table with 2 columns: Bidder, Bid Price. Rows include ChemTrade Logistics (2.22/lb), Univar Solutions (0.92/lb), and Beckart Environmental (1.06/lb).

Table with 3 columns: Low Bid Contractor, Bid Price, Budget Account/Number. Row includes Univar Solutions (0.92/lb, Wastewater Chemicals 65-4350-3800).

Background (if necessary):

- Polymer is used in the wastewater treatment process to promote flocculation and solids removal.
• The addition of polymer in the treatment process is necessary to comply with the effluent total suspended solids discharge limit required in our discharge permit and to ensure disinfection limits are met for our reuse water permit.
• This is a FY24 budgeted item.

Sustainability Impact:

None OR state impact here: None

Attachments:

1. Purchase Order #24030
2.
3.



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

PURCHASE ORDER
 BUDGETED ITEM? ___ Yes ___ No

PURCHASE ORDER - NUMBER: 24030

To: 5894 UNIVAR SOLUTIONS USA INC 3075 HIGHLAND PARKWAY SUITE 200 DOWNERS GROVE IL 60515	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
--	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
10/27/2023	KCHOMA	KCHOMA		0	

Quantity	Description	Unit Price	Total
4.00	Tote, UNIVAR COAGULANT 1160 (ACH) 3000# 65-4350-3800	2,760.00	11,040.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		11,040.00

 Authorized Signature



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

I move to approve Purchase Order #24032 to Northwest Equipment Sales for repairs made to the Wastewater Sludge Hauling Truck and Trailer.

Reasons for Recommendation:

- Repairs were made to the Wastewater Department Sludge Hauling Truck and Trailer.
- The extent of the repairs was not known until the equipment was at the shop.
-

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

The Sludge Hauling Trailer was taken to Northwest Equipment (NWE) in Twin Falls to have a broken leaf spring replaced. NWE identified serious brake issues that needed repaired, also. Staff authorized NWE to make the repairs prior to Council’s approval of the expenditure for safety concerns and the need to use the equipment for sludge hauling before the next council meeting.

Sustainability Impact:

None OR state impact here: None

Financial Impact:

None OR Adequate funds exist in account:	This is a budgeted expense in the auto equipment - repair and maintenance category of the Wastewater Expenditures Budget.
--	---

Attachments:

1. Purchase Order #24032
2. NWE Invoice #58297TS
- 3.



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

PURCHASE ORDER
 BUDGETED ITEM? ___ Yes ___ No

PURCHASE ORDER - NUMBER: 24032

To: 3223 NORTHWEST EQUIP SALES MACK, INC 2992 KIMBERLY RD E TWIN FALLS ID 83301	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
--	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
10/27/2023	KCHOMA	KCHOMA		0	

Quantity	Description	Unit Price	Total
1.00	WW TANKER / TRAILER REPAIR 65-4350-6000	7,724.45	7,724.45
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		7,724.45

 Authorized Signature

CUSTOMER #: 53030

58297TS



INVOICE Northwest Equipment Sales, Inc.
Year Truck and Trailer Connection Since 1981
www.nwesales.com

2992 Kimberly Road E
Twin Falls, Idaho 83301
(208) 734-3051
Fax (208) 734-3079

CITY OF KETCHUM UTILITIES WASTE WATE
PO BOX 2315
KETCHUM, ID 83340
HOME:208-726-7825 CONT:208-726-7825
BUS: 208-726-3841 CELL:

PAGE 1

SALES * PARTS * SERVICE * LEASING * RENTAL

SERVICE ADVISOR: 608 SHERRY DE COSTA

Table with columns: COLOR, YEAR, MAKE/MODEL, VIN, LICENSE, MILEAGE IN/OUT, TAG. Row 1: 01, MACK CH613, 1M1AA18Y91W142606, 406043/406043, CH 613.

Table with columns: DEL DATE, PROD. DATE, WARR. EXP., PROMISED, PO NO., RATE, PAYMENT, INV. DATE. Row 1: 01JAN01 DD, 23:54 02OCT23, CHG, 19OCT23.

Table with columns: R.O. OPENED, READY, OPTIONS: SOLD-STK:U5709.

Table with columns: LINE, OPCODE, TECH, TYPE, HOURS, LIST, NET, TOTAL. Includes items like 661 CMD (980.00), EN4729E2 BRAKE SHOE KIT (200.66), etc.

PARTS: 822.43 LABOR: 980.00 OTHER: 0.00 TOTAL LINE A: 1802.43
406043 661 INSPECTED ALL DRIVE AXLES BRAKES REPLACED ALL 4
DRIVEAXLE BRAKES AND STEER AXLE BRAKES CHECK ALL SLACK ADJUSTERS
REPLACED TWO SLACK ADJ ON RIGHT SIDE REPLACED 2 STUDS ON RR HUB .ADJUST
BRAKES

Table with columns: LINE, OPCODE, TECH, TYPE, HOURS, LIST, NET, TOTAL. Includes items like 365 CPD (2240.00), 7843*3070743* SEAL SET (94.51), etc.

Northwest Equipment Sales Inc. Authorized Sales and Service Dealer for: MACK, KALMAR, RANCO, etc. Includes disclaimer of warranties and a table with columns: DESCRIPTION, TOTALS. Items include LABOR AMOUNT, PARTS AMOUNT, GAS, OIL, LUBE, etc.

2992 KIMBERLY Rd. EAST TWIN FALLS, ID. 83301
TELEPHONE 208-734-3051

PRINT NAME CUSTOMER SIGNATURE

CUSTOMER #: 53030

58297TS



INVOICE Northwest Equipment Sales, Inc.
Your Truck and Trailer Connection Since 1981
www.nwesales.com

2992 Kimberly Road E.
Twin Falls, Idaho 83301
(208) 734-3051
Fax (208) 734-3079

CITY OF KETCHUM UTILITIES WASTE WATE
PO BOX 2315
KETCHUM, ID 83340
HOME:208-726-7825 CONT:208-726-7825
BUS: 208-726-3841 CELL:

PAGE 2

SALES * PARTS * SERVICE * LEASING * RENTAL

SERVICE ADVISOR: 608 SHERRY DECOSTA

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG	
	01	MACK CH613	1M1AA18Y91W142606		406043/406043	CH 613	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN01 DD			23:54 02OCT23			CHG	19OCT23

R.O. OPENED READY OPTIONS: SOLD-STK:U5709

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
2	E2287	BUSHING	KIT		31.80	22.26	44.52
1	3398*AS1140*	SLACK ADJUSTER	5.5"		270.59	125.78	125.78
4	HD5	DRUMS			385.02	269.51	1078.04
4	611-0037*25*	NUT	RH		5.68	3.98	15.92
4	611-0036*25*	NUT	LH		5.68	3.98	15.92
1	24016949	SEALANT			28.99	23.02	23.02
1	180*10619K*	HUB-CAP			15.36	11.52	11.52
4	610-0204*5*	WHEEL LUG			6.12	4.28	17.12
3	611-0034*25*	RH OUTER NUT			2.80	1.96	5.88
1	8235*R007895L*	INNER CAPNUT	LH		3.10	1.57	1.57
1	611-0035*25*	LH OUTER NUT			2.78	1.95	1.95
8	6019*550026918*	SPIRAX S6	AXRME75W90-1X55		13.83	6.87	54.96
2	8609*W1400*	WHEEL STUD			21.93	10.91	21.82
1	177*16966*	SLEEVE			1.38	1.04	1.04
20	114*1171*	WASHER			0.64	0.48	9.60

MISC FREIGHT CPD 126.00 126.00

MISC FREIGHT CPD 35.00 35.00
PARTS: 2248.62 LABOR: 2240.00 OTHER: 161.00 TOTAL LINE B: 4649.62

406043 661 REMOVED ALL FOUR HUB ASSEMBLIES REPLACED ALL S-CAMS AND BUSHINGS ALL FOUR BRAKEDRUMS AND WHEEL STUDS AS NEEDED REPLACED BRAKES SHOES ON LR,RR AND RF INSPECT BEARINGS REPLACED WHEELSEALS REASSEMBLE FILLED HUBS WITH OIL REPLACED ONE SLACK ADJUSTER ADJ BRAKES

C REPLACE BROKEN LR TRL SPRING 760 SUSPENSION
661 CPD 490.00 490.00
1 TRA2256 SPRING 374.56 262.19 262.19
1 361-218 UBOLT KIT 88.44 61.91 61.91

MISC FREIGHT CPD 68.75 68.75
PARTS: 324.10 LABOR: 490.00 OTHER: 68.75 TOTAL LINE C: 882.85
406043 661 REMOVED TRAILER SPRING AN U BOLTS INSTALLED NEW AXLE

NORTHWEST EQUIPMENT SALES INC. AUTHORIZED SALES AND SERVICE DEALER FOR:	DISCLAIMER OF WARRANTIES	DESCRIPTION	TOTALS
	<p>2992 KIMBERLY Rd. EAST TWIN FALLS, ID. 83301 TELEPHONE 208-734-3051</p>	<p>The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.</p> <p>ALL PARTS AND SERVICE WORK GUARANTEED 90 DAYS OR 4000 MILES WHICHEVER OCCURS FIRST UNLESS CAUSED BY MISUSE, ABUSE OR PERSONAL DAMAGE WE WILL REPAIR OR REPLACE AT OUR OPTION ANY DEFECTIVE PARTS OR LABOR.</p>	LABOR AMOUNT
PARTS AMOUNT			
GAS, OIL, LUBE			
SUBLET AMOUNT			
MISC. CHARGES			
TOTAL CHARGES			
LESS INSURANCE			
SALES TAX			
PLEASE PAY THIS AMOUNT			
PRINT NAME			CUSTOMER SIGNATURE

CUSTOMER #: 53030

58297TS



CITY OF KETCHUM UTILITIES WASTE WATE
PO BOX 2315
KETCHUM, ID 83340
HOME: 208-726-7825 CONT: 208-726-7825
BUS: 208-726-3841 CELL:

INVOICE Northwest Equipment Sales, Inc.
Your Truck and Trailer Connection Since 1981
www.nwesales.com

2992 Kimberly Road E.
Twin Falls, Idaho 83301
(208) 734-3051
Fax (208) 734-3079

PAGE 3

SALES * PARTS * SERVICE * LEASING * RENTAL

SERVICE ADVISOR: 608 SHERRY DECOSTA

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
	01	MACK CH613	1M1AA18Y91W142606		406043/406043	CH 613

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN01 DD			23:54 02OCT23			CHG	19OCT23

R.O. OPENED READY OPTIONS: SOLD-STK:U5709

12:06 02OCT23 12:49 19OCT23

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

SPRING WITH NEW HARDWARE TORQUE U BOLTS TO 300 FT LBS

HAZARDOUS WASTE & SHOP SUPPLIES
CHECK ALL TRUCK BRAKES :
S-CAMS , BUSHINGS

389.55

Thank You for choosing Northwest Equipment.

NORTHWEST EQUIPMENT SALES INC.
AUTHORIZED SALES AND SERVICE DEALER FOR:



2992 KIMBERLY Rd EAST TWIN FALLS, ID. 83301
TELEPHONE 208-734-3051

DISCLAIMER OF WARRANTIES

The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.
ALL PARTS AND SERVICE WORK GUARANTEED 90 DAYS OR 4000 MILES WHICHEVER OCCURS FIRST UNLESS CAUSED BY MISUSE, ABUSE OR PERSONAL DAMAGE WE WILL REPAIR OR REPLACE AT OUR OPTION ANY DEFECTIVE PARTS OR LABOR.

PRINT NAME

CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	3710.00
PARTS AMOUNT	3395.15
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	619.30
TOTAL CHARGES	7724.45
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	7724.45

CUSTOMER COPY



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: November 6, 2023 Staff Member/Dept: Abby Rivin, AICP, Senior Planner - Planning and Building Department

Agenda Item: Recommendation to approve the 140 Topaz Street Public Access, Snow Storage, and Drainage Easement Agreement 22873.

Recommended Motion:

"I move to approve Easement Agreement 22873 for the purpose of public access, snow storage, and drainage along the front lot line of the property located at 140 Topaz Street."

Reasons for Recommendation:

- Topaz Street is substandard and does not meet city right-of-way standards for residential streets, which require a minimum right-of-way width of 60 feet. Topaz Street has a partial 15-foot-wide designated right-of-way that runs the length of the subject property.
- In order to secure the minimum width needed for efficient maintenance and emergency services access, the city requires a 20-foot-wide easement measured from the front property.
- The purpose of the easement is for public access, city snow storage, and drainage.

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

Sustainability Impact:

The project does not limit the ability of the city to reach the goals of the Ketchum Sustainability Action Plan.

Financial Impact:

None OR Adequate funds exist in account: This action requires no financial commitment from the city.

Attachments:

1. 140 Topaz Street Easement Agreement 22873

Recording Requested By and
When Recorded Return to:

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

For Recording Purposes Do
Not Write Above This Line

EASEMENT AGREEMENT 22873

This Easement Agreement (“Agreement”) is entered into this _____ day of _____, between the City of Ketchum, Blaine County, Idaho (“City”), whose address is Post Office Box 2315, Ketchum, Idaho 83340 and William C. Sundali, whose address is Post Office Box 1884, Ketchum, Idaho 83340 (“Grantor”).

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

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

WHEREAS, the City issued a building permit submitted by Grantor for the construction of a new single-family residence located at 140 Topaz Street and legally described as Tax Lot 8491, and as specifically delineated on Exhibit B attached hereto; and

WHEREAS, Topaz Street has only 15 feet of dedicated right-of-way and does not meet City right-of-way standards for residential streets for efficient maintenance, snow removal, drainage, or access for emergency services and in order to approve the proposed single-family residence, the Grantor has agreed to dedicate a portion of the property located at 140 Topaz Street (**Exhibit A**) for the purpose of public access for ingress and egress, snow storage, and drainage; and

WHEREAS, the parties hereby agree to enter into the easement agreement to grant the City a 20-foot-wide unobstructed easement beginning at the front property line and extending for the length of the Grantor’s property, as depicted in **Exhibit A**, subject to the terms and conditions of this Agreement.

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

1. Grant. Grantor hereby grants and conveys without warranty unto the City, its heirs, successors and assigns, subject to the terms and conditions herein contained, a non-exclusive unobstructed public right-of-way access easement upon Grantor's property, as depicted in **Exhibit B** attached hereto and incorporated herein by this reference, for the purpose of public access for ingress and egress, snow storage, and drainage. Grantors may not relocate the Easement Premises without the prior written consent of the City.
2. Conditions of Use. The Easement is granted subject to the following conditions:
 - a) The purpose of the Easement is for public access for ingress and egress upon, over, and under the easement premises; city snow storage; and drainage and for no other purpose.
 - b) Other than as set forth in this Agreement and the following subsections, the Easement shall remain unobstructed for the purposes stated herein.
 - c) Other than as set forth in this Agreement and the following subsections, the Grantor covenants and agrees that no building, structure, fences, landscaping except for low-ground-cover plant material, or other obstructions which could interfere with the use of the easement for the purposes stated herein will be placed or allowed to be placed on or over the Easement Premises. No improvements, including but not limited to fencing, vertical landscaping, or other features, shall be placed within the Easement Premises.
 - d) The existing transformer and screening fence as shown in **Exhibit C** located within the northwest corner of the Easement are permitted to remain.
 - e) The parking of cars and other vehicles is prohibited within the Easement Premises.
3. Termination of Easement. This easement will be terminated at such time as the City has determined such easement is no longer necessary for public access for ingress and egress, drainage, snow storage, and the installation, operation, repair and maintenance of underground utility lines and mains.
4. Binding Effect. The terms of this Agreement shall be a covenant binding and effective upon all parties and shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.
5. Recording. This Agreement shall be recorded with the Blaine County Recorder by the City.
6. Remedies. If either party shall fail to perform such party's obligations under the easement described herein for any reason, the other party may pursue any and all remedies at law or equity; provided, however, that the parties affected by any such failures agree to meet and confer to attempt to mediate a settlement in good faith prior to initiating litigation.
7. Attorneys' Fees. In the event either party initiates or defends any legal action or proceeding in any way connected with this easement, the prevailing party in any such action or proceeding shall be entitled to recover from the losing party its reasonable costs and attorney's fees.
8. Governing Law. This Agreement shall be governed by the laws and decisions of the State of Idaho.

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

By: _____
Bill Sundali, Grantor

By: _____
Neil Bradshaw, Mayor

ATTEST:

Trent Donat, City Clerk

STATE OF IDAHO,)
) ss.
County of Blaine.)

On this ____ day of _____, 2023, before me, the undersigned Notary Public in and for said State, personally appeared Bill Sundali, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same.

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

Notary Public for _____
Residing at _____
Commission expires _____

EXHIBIT A

ALPINE ENTERPRISES INC.

Surveying, Mapping, GPS, GIS, Civil Engineering and Natural Hazards Consulting

A LEGAL DESCRIPTION OF TAX LOT 8491

A parcel of land lying within a portion of Section 18, Township 4 North, Range 18 East, Boise Meridian, City of Ketchum, Blaine County, Idaho; being more particularly described as follows:

Commencing at the Aluminum Cap Blaine County GIS Control Monument "STEIN", from which a BLM Brass Cap marking the Southwest Corner of said Section 18, also known as the Blaine County GIS Control Monument "4N17E24NE", lies N 75°33'13" W, 1411.78 feet distant, proceed N 21°22'46" E, 752.11 feet to a 5/8" rebar with an illegible cap, marking the Northwestern corner of Tax Lot 8491, which point is the **TRUE POINT OF BEGINNING**;

Thence N 89°37'44" E, 131.72 feet along the Northerly boundary of said Tax Lot 8491 and the Southerly Right-of-Way of Topaz Street to a 5/8" rebar with an illegible cap marking the Northerly corner in common to said Tax Lot 8491 and Tax Lot 2239;

Thence S 01°26'17" E, 14.86 feet along the common boundary between said Tax Lots 8491 and 2239, to a 1/2" rebar with no cap marking a point on said boundary;

Thence continuing along the common boundary between said Tax Lots 8491 and 2239, S 00°14'57" E, 67.60 feet to a 1/2" rebar by LS1028 marking the Southerly corner in common between said Tax Lots 8491 and 2239;

Thence S 89°42'09" W, 131.98 feet along the common boundary between said Tax Lot 8491 and Tax Lot 8492 to a 5/8" rebar by LS12723 marking the Westerly corner in common between said Tax Lots 8491 and 8492;

Thence N 00°53'29" W, 19.80 feet along the common boundary between said Tax Lot 8491 and Tax Lot 6601 to a 1/2" rebar with no cap marking a point on said boundary;

Thence continuing on said common boundary between said Tax Lots 8491 and 6601, N 00°05'30" W, 62.50 feet to a 5/8" rebar with and illegible cap which is **TRUE POINT OF BEGINNING**; containing 10,881 square feet, (0.25 acres), more or less.

Basis of Bearings is Idaho State Plane Coordinate System, NAD83 (1992) at Grid in US Survey Feet with a Combined Project Scale Factor of 0.9996821, Ground Distances will be slightly longer.



1926_TL8491_BDY_LegalDesc_AUG2023

P.O. Box 2037, 660 Bell Dr., Unit 1; Ketchum, ID 83340 208-727-1988 fax: 208-727-1987 e-mail: bsmith@alpineenterprisesinc.com

EXHIBIT B

ALPINE ENTERPRISES INC.

Surveying, Mapping, GPS, GIS, Civil Engineering and Natural Hazards Consulting

A LEGAL DESCRIPTION OF AN ACCESS, SNOW STORAGE AND DRAINAGE EASEMENT BENEFITTING THE CITY OF KETCHUM OVER TAX LOT 8491

A parcel of land lying within a portion of Section 18, Township 4 North, Range 18 East, Boise Meridian, City of Ketchum, Blaine County, Idaho; being more particularly described as follows:

Commencing at the Aluminum Cap Blaine County GIS Control Monument "STEIN", from which a BLM Brass Cap marking the Southwest Corner of said Section 18, also known as the Blaine County GIS Control Monument "4N17E24NE", lies N 75°33'13" W, 1411.78 feet distant, proceed N 21°22'46" E, 752.11 feet to a 5/8" rebar with an illegible cap, marking the Northwesterly corner of Tax Lot 8491, which point is the **TRUE POINT OF BEGINNING**;

Thence N 89°37'44" E, 131.72 feet along the Northerly boundary of said Tax Lot 8491 and the Southerly Right-of-Way of Topaz Street to a 5/8" rebar with an illegible cap marking the Northerly corner in common to said Tax Lot 8491 and Tax Lot 2239;

Thence S 01°26'17" E, 14.86 feet along the common boundary between said Tax Lots 8491 and 2239, to a 1/2" rebar with no cap marking a point on said boundary;

Thence continuing along said common boundary between said Tax Lots 8491 and 2239, S 00°14'57" E, 5.14 feet to a point on said common boundary;

Thence S 89°37'44" W, 132.09 feet being parallel to the Northerly boundary of said Tax Lot 8491 to a point on the common boundary between said Tax Lot 8491 and Tax Lot 6601;

Thence continuing on said common boundary between said Tax Lots 8491 and 6601, N 00°05'30" W, 20.00 feet to a 5/8" rebar with and illegible cap which is **TRUE POINT OF BEGINNING**; containing 2,639 square feet, (0.06 acres), more or less.

Basis of Bearings is Idaho State Plane Coordinate System, NAD83 (1992) at Grid in US Survey Feet with a Combined Project Scale Factor of 0.9996821, Ground Distances will be slightly longer.



1926_TL8491_EASE_LegalDesc_AUG2023

P.O. Box 2037, 660 Bell Dr., Unit 1; Ketchum, ID 83340 208-727-1988 fax: 208-727-1987 e-mail: bsmith@alpineenterprisesinc.com

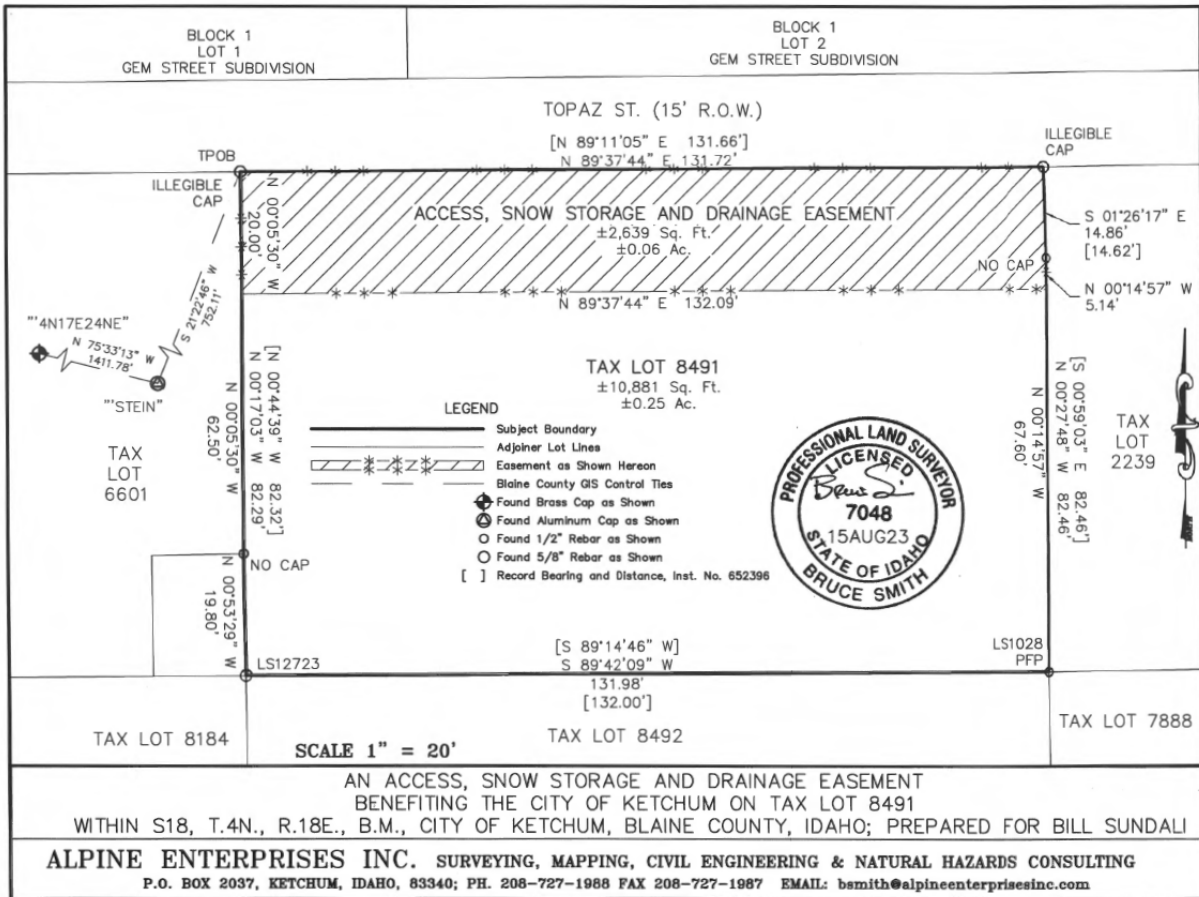


EXHIBIT C



RESOLUTION NUMBER 23-013

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO, ESTABLISHING THE DATES FOR ALL REGULAR CITY COUNCIL MEETINGS FOR 2024.

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

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

WHEREAS, the City Council has determined that listing all regular meetings to be held in 2024 would be beneficial to the residents of and visitors to the City of Ketchum.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF KETCHUM that the meetings of the City Council for 2024 are as follows:

Tuesday, January 2, 2024	Monday, May 6, 2024	Tuesday, September 3, 2024
Tuesday, January 16, 2024	Monday, May 20, 2024	Monday, September 16, 2024
Monday, February 5, 2024	Monday, June 3, 2024	Monday, October 7, 2024
Tuesday, February 20, 2024	Monday, June 17, 2024	Monday, October 21, 2024
Monday, March 4, 2024	Monday, July 1, 2024	Monday, November 4, 2024
Monday, March 18, 2024	Monday, July 15, 2024	Monday, November 18, 2024
Monday, April 1, 2024	Monday, August 5, 2024	Monday, December 2, 2024
Monday, April 15, 2024	Monday, August 19, 2024	Monday, December 16, 2024

This Resolution will be in full force and effect upon its adoption on this 6th day of November 2023.

CITY OF KETCHUM, IDAHO

Mayor Neil Bradshaw

ATTEST:

Trent Donat, City Clerk



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

I move to approve Addendum to the Agreement 24034 for the Data Ticket Permit Solution application for permits for \$6,500 (miscellaneous fees outlined in addendum would be additional potential fees).

Reasons for Recommendation:

- Data Ticket currently provides our contractual Parking Citation Management Services
- Develop a new parking permit system as part of the Parking Action Plan that will allow the City to manage parking for downtown residents that does not conflict with retail customer parking. Designed so that regulated parking is not affected by downtown residents in recently developed buildings given parking exemptions.
- Data Ticket offered a client loyalty discount which we negotiated for over a 30% savings off the standard rate of \$9,500/year.
- Permit holders will be allowed to park in unregulated parking **only** within the Community Core.

Sustainability Impact:

None OR state impact here: Will use license plates as the resident’s permit. Data Ticket uses a web-based system with an electronic application and system of record.

Financial Impact:

None OR Adequate funds exist in account:

Attachments:

1. Data Ticket-City of Ketchum Addendum to the Agreement 24034
2. Purchase Order 24034
3. Data Ticket Parking Citation Management Services PACKET-9.6.2022



2603 Main Street, Suite 300
Irvine, California 92614
949-428-7241
www.ClientServices.com

**CITY OF KETCHUM
ADDENDUM TO THE AGREEMENT 24034**

**ADDENDUM TO THE AGREEMENT
BETWEEN
THE CITY KETCHUM and DATA TICKET, INC.**

This addendum to the Agreement between The City of Ketchum (AGENCY) and Data Ticket, Inc. (COMPANY) is to amend and include the addition of a Permit Solution application for permits which will be defined by the Agency:

All other terms and conditions of the Agreement remain as originally written.

ACCEPTED:

City of Ketchum

Signature

Print Name and Title

Date

ACCEPTED:

Data Ticket, Inc.

Signature

Print Name and Title

Date



2603 Main Street, Suite 300
 Irvine, California 92614
 949-428-7241
 www.ClientServices.com

**CITY OF KETCHUM
 ADDENDUM TO THE AGREEMENT
 24034**

Description of Services	Cost per Instance
<p>Online Permit Application: Online permit application to be used by the City and its Patrons to register for and obtain residential, oversized, business, commuter, visitor, etc. parking permits. The online permit application can also be used by the City's Personnel to manage the permitting process. Finally, in utilizing an Android Solution with Data Ticket's proprietary parking citation software, the City's ticket writers will have access to a daily file that includes all valid permits. When the issuing officer enters the license plate number, the handheld will indicate to the Officer whether the permit is valid or not.</p> <p>The solution will provide the City's Patrons with the following capabilities:</p> <ul style="list-style-type: none"> • Ability to register online and apply for permits • Ability to verify resident address with DMV to ensure resident resides in permit area if applicable • Ability to submit up to 3 documents online via the web to prove they are a resident (i.e., driver's license, etc.) if applicable • Provide online temporary permit with expiration date to be printed directly from patron's computer • Ability to create a login name and password to the solution with which the user may manage all future permits or to check out as a guest • Ability to pre-purchase permits for upcoming years • Ability to re-use data previously entered to purchase new permits • Tracking of all permits purchased by residents/guests, etc. • Storage of all permit data online • Acceptance of Visa, MasterCard, Discover and American Express • Live, bi-lingual customer service agents available M-F, 7:30am-5pm who will process registration requests, answer specific and general permit questions and provide fulfillment assistance <p>The Solution will provide the following capabilities to the City's personnel:</p> <ul style="list-style-type: none"> • Ability to register all permit types within the permit solution online • Ability to verify resident address with DMV to ensure resident resides in permit area – if applicable • Ability to accept documentation & scan into the solution • Ability to generate reports on permits issued • Ability to search for permits by resident • Ability to modify permit holder information • Online training of all City personnel 	<p>\$6,500.00/Annual Fee – Per Permit Type</p> <p align="center">OR</p> <p>\$2,500.00 Initial fee AND \$2,000.00/month (regardless of the number of permit types)</p>



2603 Main Street, Suite 300
 Irvine, California 92614
 949-428-7241
 www.ClientServices.com

**CITY OF KETCHUM
 ADDENDUM TO THE AGREEMENT
 24034**

	Descr	Cost per Instance
Permit Fulfillment (if using hangtags/stickers) - <i>Optional</i> <i>Services for the above-mentioned item includes:</i> <ul style="list-style-type: none"> • Assignment of each permit per successful registration • Generating and mailing a custom notice to each successful registrant with an assigned permit • Includes Postage – USPS first class rate 	\$6.00 per permit Fulfilled And \$.85 per letter sent	
Permit Approval/Denial Process - <i>Optional</i> <ul style="list-style-type: none"> • Approval or Denial of documents by Data Ticket 	\$7.00 per approval/denial	
Permits (if using hang tags/stickers) - <i>Optional</i> <ul style="list-style-type: none"> • Cost of sticker permit – depending on size and quantity chosen 	TBD	
Email Blasts - <i>Optional</i> Generating and sending custom notification/information to prospective or active permit holders	TBD	
Per Customer Service Call Accepted by Contractor	\$.50 per call	
In Trust/Escrow Account – <i>Optional</i> <i>Services for the above-mentioned item include:</i> <ul style="list-style-type: none"> • Daily deposits of funds to the Agency’s escrow account • Processing of all credit card charge-backs and Insufficient Funds • Month-end reconciliation of all funds collected • Payment of Data Ticket’s invoice • Disbursement of the net remittance to the Agency • Scanning of checks/money orders directly to joint bank account daily using remote check deposit <p>The Agency will be responsible for the purchase of banking supplies, including checks and endorsement stamps; these fees typically run \$200.00 per year.</p>	\$150.00/month	
Banking Fees: Data Ticket will pass all banking fees on to the City’s patrons who wish to pay by credit or debit card	\$3.50 per transaction	
Refunds – For Agencies that opt for an Escrow/In Trust Account: Issuance of all refunds to individuals who are due a refund via 1 st class mail	\$5.00 per issued refund	
Credit Card Charge Backs: Processing of each chargeback	\$33.50 per chargeback	



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

PURCHASE ORDER
 BUDGETED ITEM? ___ Yes ___ No

PURCHASE ORDER - NUMBER: 24034

To: 5781 DATA TICKET INC 2603 MAIN ST SUITE 300 IRVINE CA 92614	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
---	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
11/02/2023	KCHOMA	KCHOMA		0	

Quantity	Description	Unit Price	Total
1.00	INITIAL ANNUAL FEE & MISC ONGOING FEE 01-4210-3610	6,500.00	6,500.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		6,500.00

 Authorized Signature



City of Ketchum

September 6, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Purchase Order #22078 and Contract with Data Ticket Inc. for Parking Citation Management Services

Recommendation and Summary

Staff is recommending approval of a contract with Data Ticket Inc. for parking citation management services. On April 11, 2022, the City Council received an update from Dixon Consulting regarding the development of a downtown parking strategic plan. One of the recommendations was to improve the adjudication of parking citations and improve collection of fees (out of state license plates). An RFP was issued for the services and Data Ticket was the only respondent.

"I move approval of Purchase Order #22078 and associated contract with Data Ticket for Parking Citation Management Services."

The reasons for the recommendations are as follows:

- Data Ticket’s scope of work provides turnkey Citation Management Services (CMS) including mail and payment processing, customer service phone support, delinquent collections, and online adjudication services.
- The change in the vendor is projected to save the City over \$28,000 through the 5-year contract term. Cost savings do not include previous City administrative support commitment, or the anticipated revenue increase due to delinquent collections and automated support services.
- Data Ticket offers additional modular and integrated solutions including an administrative citation solution that can be used for CSO non-parking citation issuance and an online parking permit management system that can support employee and residential parking permit programs.

Sustainability Impact

None

Financial Impact:

The contract is a not to exceed of \$15,000. Dixon Consulting performed a financial analysis which projected costs savings of \$28,665.40 over a 5-year contract period. The cost savings were derived by using actual 2021 citations issued and number of out of state plates.

	Citations Issued = 2748	Out-of-State Plates = 511
	Data Tkt.	Omni Park
Year 1	\$ 4,910.10	\$ 9,600.00

Year 1 & 2	\$ 8,516.20	\$ 19,200.00
Year 1, 2, & 3	\$ 12,122.30	\$ 28,800.00
Year 1, 2, 3, & 4	\$ 15,728.40	\$ 38,400.00
Year 1, 2, 3, 4, & 5	\$ 19,334.50	\$ 48,000.00

Attachments:

Purchase Order #22078

Contract for services



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: 22078

To: 5781 DATA TICKET INC 2603 MAIN ST SUITE 300 IRVINE CA 92614	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
---	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
04/06/2022	bancona	bancona		0	

Quantity	Description	Unit Price	Total
1.00	ANNUAL COST PROJECTION, LEASE CI 01-4210-3610	15,000.00	15,000.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		15,000.00

 Authorized Signature



SCOPE OF SERVICE AND PERFORMANCE AGREEMENT

**DATA TICKET, INC.
2603 MAIN STREET, SUITE 300
IRVINE, CALIFORNIA 92614**

(Hereinafter sometimes referred to as "COMPANY")

AND

**THE CITY OF KETCHUM
PO BOX 2315
191 5TH STREET WEST
KETCHUM, IDAHO 83340**

(Hereinafter sometimes referred to as "AGENCY"),

The Company intends to provide for the processing of fines, bail and forfeiture thereof, in connection with the issuance of parking citations pursuant to AGENCY municipal code and the issuance of citations for illegal parking pursuant to the laws of the Idaho.

ARTICLE I - CITATION PROCESSING

1.1 Referral and Reconciliation: COMPANY shall receive and process citations from AGENCY. COMPANY will provide a reconciliation of the number of citations received from AGENCY.

1.2 Determination of Processable Citations: COMPANY shall screen the parking citations referred to it by AGENCY to determine if the citation is processable. If the citation is determined by COMPANY to be unprocessable (e.g., essential processing information is missing), COMPANY shall return the citation to AGENCY for clarification. COMPANY will be paid the contractual rate hereinafter provided, for citations properly returned to the AGENCY as unprocessable.

1.3 Collection and deposit of funds: A direct deposit system shall be employed for all funds received in payment of citations. The AGENCY shall have the choice of owning a bank account with the COMPANY or directing the COMPANY to deposit directly into an AGENCY account. In either case deposits shall be made directly into the account by the COMPANY for the collecting AGENCY, with the exception of credit card payments made using VISA, MasterCard and Discover cards belonging to the COMPANY. Credit card payments will be directly deposited into an account held by the COMPANY. Credit

- 1 -



card payments are reconciled and remitted on a monthly basis to the AGENCY, but tracked on the citations management software system on a daily basis. Citations paid by credit card are marked “paid” real-time immediately upon authorization, thus affording the citizen the opportunity to make payment at any time and have the payment recognized immediately.

1.4 PAYMENT: If the COMPANY deposits into an AGENCY account, the COMPANY will invoice the AGENCY for services rendered. Payment in full shall be due within thirty (30) days after which interest shall be accrued at the rate of 12% (or lower if any statutes, rules or regulations prohibit this rate). If the COMPANY deposits into an account held jointly between the AGENCY and the COMPANY, the COMPANY shall reconcile the account the month following the banking activity, disperse all revenue due the AGENCY, the COMPANY, any tax liability and all refunds and send all supporting documentation to the AGENCY for its records.

1.5 Identification of Registered Vehicle Owners: COMPANY shall exert best efforts and attempt to obtain the name and address of the registered vehicle owner from the State Department of Motor Vehicles (DMV) and/or NLETS for each vehicle for which a parking citation has been issued. COMPANY shall follow all procedures specified by the DMV/NLETS, and be consistent with the Vehicle Code nationwide, when identifying registered when identifying registered vehicle owners.

1.6 Verification of Ownership: COMPANY shall take reasonable measures to identify and verify registered vehicle owners. Such measures will take into consideration factors such as issuance of new license plates; address changes; license plate transfers to other vehicles; name changes; and the validity of plates and registration during specific time periods applicable to individual cases.

1.7 Delinquency Notices: In accordance with State law, COMPANY will generate and mail (presorted, first-class postage) no sooner than allowable by law, a delinquency notice to all identified registered owners of vehicles who fail to pay their parking citation fines or to post bail in the required manner. The mailed notice will include all information required by the State Vehicle Code, including, but not limited to, the following:

- A. The parking citation issuance date and number;
- B. The consequences of nonpayment (i.e., a hold on the vehicle registration and the imposition of penalties, towing, or issuance of a possible warrant for their arrest;
- C. The amount of fines and fees due and payable;
- D. Affidavit of Non-Ownership.

1.8 Contested Citations: In the event a registered vehicle owner disputes the liability for

- 2 -



the outstanding parking citation, COMPANY will advise the registered vehicle owner of his/her right to request an appeal according to the laws in the state of citation issue. All contested citations will be forwarded to the appeals administrator or AGENCY within the prescribed time period so that the matter can be adjudicated.

1.9 Appeals: If requested by AGENCY, the COMPANY will schedule and conduct appeals in accordance with state law, to respond to parking violators wishing to contest their citations and offers the option to perform and administer those reviews and hearings. The COMPANY will provide a toll-free number for contestants to call, correspond with contestants and notify them of decisions; maintain records of dispositions and appeal paperwork and refer all paperwork to Court as required. The COMPANY shall not be responsible for the AGENCY'S failure to provide correct or timely infraction information. The AGENCY shall be responsible to refund any court filing fees due, if appeals are sent to Court and earlier decisions are overturned by the Court.

1.10 Citations Disposed of by Hearing/Court: The COMPANY may be required, as a result of court action, to reduce or cancel, on an individual basis, parking citations which have been referred to it. COMPANY shall be paid the contractual rate hereinafter provided for processing the citation regardless of the outcome of court action. COMPANY will maintain records indicating any reduction or cancellations of parking citations as a result of hearing/ court action. Parking citations that are dismissed as a result of hearing/court action, will have the dismissal processed by the COMPANY promptly after receipt from the Hearing/Court.

1.11 Suspension of Processing: COMPANY will suspend processing on any citation referred to it for processing upon written notice to do so by an authorized officer of the AGENCY. COMPANY will promptly return any citation or facsimile properly requested by the AGENCY. COMPANY will maintain records indicating any suspension of citation

as a result of AGENCY'S request. COMPANY shall be paid the contractual rate hereinafter provided for processing the citations suspended by the AGENCY.

1.12 Payments by U.S. Mail: It is the citizen's responsibility to ensure that payments are received on or before the date due. The date received by the COMPANY will be the criteria to establish any delinquent fees due.

1.13 Parking Citation System Master File Update: COMPANY will regularly, on a daily basis, update the parking citation database with new citations, payments, reductions, cancellations, dismissals and any other pertinent data.



ARTICLE II - PAYMENT PROCESSING

2.1 Disposition Processing: COMPANY will maintain all citation dispositions for a minimum of two (2) years. Closed citations will remain on-line for at least two (2) years, for research and statistical purposes.

2.2 Payments Processing: COMPANY shall process citation payments within twenty-four (24) hours of receipt. Payments shall be immediately posted in one (1) of three (3) following categories:

"Regular Payments" are citations with the correct bail, paid on or before the due date. (This includes payments properly complying with Notices-of-Intent).

"Partial Payments" are citations paid after the due date, or if the defendant has paid less than the amount of bail due. A Notice-of-Intent, or a postcard will advise defendant of late charges and/or incorrect bail, if the check has insufficient information for deposit.

"Court/Hearing Requests" are all requests for administrative/court hearings by defendants. These requests are sorted so that bail submitted is immediately posted, and if needed the original citations are retrieved.

2.3 Miscellaneous Letters Processing: COMPANY will receive and review all miscellaneous correspondence. These are generally letters requesting meter checks, refunds, voids, or otherwise setting forth complaints. These letters will be researched by COMPANY for proper follow-up either by AGENCY or by COMPANY.

2.4 Batching Procedures: COMPANY shall maintain effective procedures of internal control. Such procedures shall involve reconciliation of all payments received using generally accepted accounting principles. After proper reconciliation, deposit slips shall be prepared for and deposits made at the appropriate bank, including an itemized listing of all batch numbers included in the deposit. The batch of citation payment

documentation shall then be stored in a file room, for a period of two (2) years.

2.5 Cash Payments: COMPANY shall maintain an effective method of handling cash payments. All cash received through the mail, shall be logged in a cash journal. Thereafter, effective internal control procedures shall be implemented to reconcile such payments, using generally accepted accounting principles.

2.6 Deposits: All deposits shall be made daily, subject to regular banking hours. Deposits shall be itemized and detailed information will be captured regarding submitted funds. Deposit slips shall be prepared in duplicate, allowing one (1) copy for the bank

- 4 -



and one (1) copy for the COMPANY. If the bank account is held jointly the COMPANY shall make all deposits, perform all reconciliation, refunds and check generation along with monthly invoicing. This information shall be available for AGENCY review. If only the AGENCY'S designated bank account is used, COMPANY will deposit directly into the designated account, but will have no authorization to perform any other duties. Monthly invoicing will be generated by the citation management system and AGENCY will be responsible to reconcile their bank account and cut all checks including any refund checks. If the AGENCY holds the account individually, it will supply deposit slips and endorsement stamp to COMPANY.

Revenue Report: A monthly revenue report will list all revenues received during the preceding month. This report will also provide information regarding the AGENCY'S responsibility for any taxes on collected funds.

ARTICLE III – WEB SITE

3.1 Citation Management Web Site: The COMPANY offers a web site for AGENCY review of its database, including all citations and information relating to changes in status.

3.2 Citizen Web Site Access: When the AGENCY has web site access, the citizens who receive citations will be able to access the web site to review their individual citations, pay on-line and appeal on-line.

3.3 Web Site Interaction: The web site may be “view only” or “interactive,” for the AGENCY depending on requirements of the AGENCY.

3.4 Web Site Reports: Web site reports are available to the AGENCY on a daily 24/7 schedule.

3.5 Web Site Cost: User ID's & passwords will be assigned to the AGENCY at no cost.

ARTICLE IV - GENERAL

4.1 Public Inquiries: The COMPANY will respond to reasonable inquiry by telephone or letter of a nonjudicial nature. Inquiries of a judicial nature will be referred to the AGENCY for determination, unless the COMPANY has been designated to handle appeals.

4.2 COMPANY Limitations: COMPANY will not take legal action or threaten legal action in any specific case without AGENCY'S prior approval.



4.3 Use of Approved Forms: AGENCY shall have the right to reasonable approval of all forms, delinquency notices, and correspondence sent by the COMPANY. These must conform to State and local law.

4.4 Books and Records: COMPANY will maintain adequate books or records for parking citations issued within the AGENCY'S jurisdiction and referred to COMPANY for processing. Such books or records, and related computer processing data, shall be available for reasonable inspection and audit by AGENCY at the COMPANY'S location at reasonable times upon adequate prior notice to COMPANY.

4.5 Ownership: All reports, information and data, including but not limited to computer tapes, discs or files furnished or prepared by the COMPANY or it's subcontractors, (collectively the "Materials"), are and shall remain exclusively the sole property of COMPANY, and the AGENCY shall acquire no right or title to said Materials. All computer software and systems, related automated and manual procedures, instructions, computer programs, and data storage media containing same, and written procedures performed hereunder (collectively the "System") are and shall remain exclusively the sole property of COMPANY, and the AGENCY shall acquire no right or title to said Systems.

4.6 Property of AGENCY: All documents, records, discs, files and tapes supplied by AGENCY to COMPANY in performance of this contract are agreed to be and shall remain the sole property of AGENCY. COMPANY agrees to return same promptly to AGENCY no later than sixty (60) days following notice to the COMPANY. The AGENCY shall make arrangements with COMPANY for the transmission of such data to the AGENCY upon payment to COMPANY of any open invoices and the cost of copy and delivery of such information from COMPANY'S computer facilities to AGENCY'S designated point of delivery.

4.7 Confidentiality: COMPANY understands that AGENCY is a public entity subject to Idaho public records laws. In the event of a request for public records that may be inclusive of CONFIDENTIAL DATA, AGENCY will notify COMPANY of the request and AGENCY'S intent to disclose or claim as exempt from disclosure. In the event that AGENCY notices of intent to disclose and COMPANY objects and asserts an exemption leading to nondisclosure, COMPANY will assume all responsibilities and liabilities associated with any subsequent public records lawsuit or legal action tied to the request.

4.8 Consent For Disclosure: No report, information, data, files, or tapes furnished or prepared by COMPANY or its subcontractors, successors, officers, employees, servants, or agents shall be made available to any individual or organization without the prior written approval of AGENCY other than individuals or organization who are



reasonable necessary to properly effectuate the terms and conditions of this agreement. This Non-Disclosure obligation shall survive the Termination of this Agreement.

4.9 COMPANY Files: COMPANY shall maintain master files on parking citations referred to it for processing under the scope of services. Such files will contain records of payments, dispositions, and any other pertinent information required to provide a reasonable audit trail.

4.10 Storage for AGENCY:

- A. COMPANY agrees to store original citations for the current year plus two (2) years, at which time they will be returned to AGENCY or shredded. COMPANY will have such information available on system, CD or diskette for AGENCY'S review for a reasonable time period to permit AGENCY retrieval of such information. AGENCY relieves COMPANY of all liability costs associated with data released by AGENCY to any other person or entity using such data.
- B. Subsequent to the termination of the contract, COMPANY will return all hard copies to the AGENCY or shred them. If requested, an electronic file, diskette or CD of all processed data will be available to the AGENCY.

ARTICLE V – ADDITIONAL SERVICES

5.1 Delinquent Collections: COMPANY shall retain a percent of payments collected on delinquent citations which have been processed in accordance with the current Agreement, and meet the following criteria:

- A. Delinquent citations are those for which the normal daily processing cycle is complete, but payment in full has not been received; or those for which the State Department of Motor Vehicles has received a registration hold and/or has dropped the registration hold due to a transfer of ownership or non-renewal of registration or a registration hold was not accepted, but the normal daily processing cycle is complete and in full has not been received.
- B. Citations with out-of-state license plates for which the normal daily processing cycle is complete.
- C. Any other problem or special citations that AGENCY so designates and refers to COMPANY under this Agreement.

5.2 Postal Rate Increase: The COMPANY will maintain auditable records to document the COMPANY'S actual postage costs associated with the mailing of all notices for unpaid citations and for other mailings related to the processing of correspondence. If there is a postal increase, that increase will be invoiced effective on the date that the

- 7 -



postal rate increase goes into effect.

ARTICLE VI - REPORTS

6.1 Periodic Reports: COMPANY will submit reports to AGENCY each month. The reports will provide activities relating to performance under this Scope of Services. Among the reports, which COMPANY will generate, are the following:

- A. Report of Revenue Collected for Period
- B. Report for Parking Citations Issued for Period
- C. A balanced summary report for issuing AGENCY providing the status of all parking citations at the beginning of the period, current period and at the end of the period.
- D. A report for issuing Agency identifying registered vehicle owners multiple outstanding parking citations.
- E. A report for issuing Agency identifying the parking citations issued, location, violation by each officer.

ARTICLE VII – TERM OF CONTRACT AND COSTS

7.1 Terms and Renewals: This Agreement shall be for three (3) years with renewal options for additional one-year terms. Unless notice of termination is made in writing by either party to the other no less than ninety (90) days prior to the end of the scheduled term. This Agreement shall automatically renew for subsequent one (1) year periods. In conjunction with the automatic extension of the terms of this Agreement, COMPANY may give notice of reasonable price adjustments for its processing services. The AGENCY will have thirty (30) days to respond in writing to the purposed increase. Unless AGENCY gives notice in writing of its rejection of these price adjustments, the term shall be extended with these price adjustments as stated. If the AGENCY gives notice of its rejection of these price adjustments, unless there is a further written Agreement between the parties, the term of the Agreement shall not be extended and the Agreement shall terminate.

7.2 Cancellation: Upon a material breach or upon one-hundred twenty (120) days written notice to the COMPANY, the AGENCY may cancel or terminate this Agreement. The COMPANY shall have thirty (30) days to cure any material breach or defect set forth in the written termination notice provided by the AGENCY.

7.3 Exclusivity: AGENCY agrees to utilize only the services of the COMPANY during the term of the Agreement for the processing of the citations referred to above. AGENCY agrees during the term of the Agreement, to not directly or indirectly engage a competitor of the COMPANY for the performance of the services provided by the COMPANY under this Agreement.



7.4 Costs: Please see Cost Proposal in Exhibit A for all associated costs.

ARTICLE VIII – CLAIMS AND ACTIONS

8.1 AGENCY Cooperation: in the event any claim or action is brought against COMPANY relating to COMPANY'S performance or services rendered under this Agreement, COMPANY shall notify the AGENCY, in writing, within ten (10) days, of said claim or action.

8.2 Hold Harmless: COMPANY and AGENCY agree to the following hold harmless clauses.

- A. COMPANY agrees to indemnify, defend, and hold harmless the AGENCY and its officers and employees against all claims, demands, damages, costs, and liabilities arising out of, or in connection with the performance by COMPANY or AGENCY or any of their officers, employees or agency under this AGREEMENT, excepting only loss, injury or damage caused solely by the negligent acts or omissions of AGENCY or any of its officers or employees.

ARTICLE IX – SUBCONTRACTORS AND ASSIGNMENTS

9.1 Subcontracting: COMPANY is authorized to engage subcontracts as permitted by law at COMPANY'S own expense, subcontracts shall be deemed agents of COMPANY.

9.2 Assignments: This contract may not be assigned without the prior consent of the AGENCY. It is understood and acknowledged by the parties that the COMPANY is uniquely qualified to perform the services in this Agreement.

ARTICLE X - INDEPENDENT COMPANY

10.1 COMPANY'S Relationship: COMPANY'S relationship to the AGENCY in the performance of this Agreement is that of an independent COMPANY. Personnel performing services under this Agreement shall at all times be under COMPANY'S exclusive direction and control and shall be employees of COMPANY and not employees of the AGENCY. COMPANY shall pay all wages and salaries and shall not be responsible for all reports and obligations respecting them relating to social security, income tax withholding, unemployment compensation, worker's compensation, and similar matters. Neither COMPANY nor any officer, agent, or employee of COMPANY shall obtain any right to retirement benefits or other benefits which accrue to employees of AGENCY, and COMPANY hereby expressly waives any claim it might have to such rights.

- 9 -



ARTICLE XI – INSURANCE

11.1 Insurance Provisions: COMPANY shall provide and maintain at its own expense during the term of this Agreement, the following policy or policies of insurance covering its operations hereunder. Such insurance shall be provided by insurer(s) satisfactory to the AGENCY and certificates of such insurance shall be delivered to the AGENCY on or before the effective date of this Agreement. Such certificates shall specifically identify this Agreement and shall not be cancelled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice has been given to the AGENCY.

- A) Comprehensive general liability insurance covering bodily and personal injury and property damage. Limits shall be in an amount of not less than one million (\$1,000,000) dollars per occurrence. Such insurance policies shall name the AGENCY, its officers, agents and employees, individually and collectively, as additionally insured. Such coverage for additional insured shall apply as primary insurance and any other insurance or self-insured retention maintained by the AGENCY, its officers, agents and employees shall be excess only and not
- B) contributing with insurance provided under said policy.
- C) Comprehensive automobile liability owned, non-owned and hired vehicles with not less than one million (\$1,000,000) dollars combined single limit, per occurrence for property damage and for bodily injury or death of persons. Such insurance shall include the same additional-insured and cancellation notice provisions as specified above and may be combined with the comprehensive general liability coverage required above.
- D) Proof of Professional Liability/Malpractice/Errors and Omissions insurance as appropriate will also be provided in the amount of \$1,000,000.
- E) Throughout the period of the Agreement, COMPANY, at its sole cost, shall maintain in full force and effect a policy of worker's compensation insurance covering all of its employees as required by the labor code of the State of California.

ARTICLE XII – SECURITY PROVISIONS

12.1 Security Provisions: AGENCY agrees to follow all defined security requirements including but not limited to:

- A) All AGENCY employees who are provided access to services provided by COMPANY must complete a background check and must complete annual security awareness trainings.
- B) All AGENCY employees must sign security agreement documents subject to the source state of the information being obtained by DMV entities.

- 10 -



- C) AGENCY must inform COMPANY within 24 hours of an AGENCY employee with access to COMPANY services leaving their role.
- D) Either Party must inform the Other Party of any breach of information within 24 hours, so the appropriate government agencies can be notified of the breach.
- E) AGENCY understands and agrees that security requirements may change and be updated to reflect the most current security requirements of the government agencies we work with to obtain vehicle registered information.
- F) AGENCY understands that evidence of the security requirements may be requested to comply with COMPANY audit requirements of the governmental agencies we work with.
- G) AGENCY understands and agrees that access to confidential registered owner information may be immediately restricted or terminated if any of the mandatory provisions above are found to be violated or abused.

12.2 Permissible Use Provisions: AGENCY agrees to follow all defined permissible use requirements including but not limited to:

- A) All AGENCY employees who are provided access to services provided by CONTRACTOR must receive annual training on permissible use of state agency information.
- B) All AGENCY employees must sign permissible use agreement documents subject to the source state or government agency where the vehicle registered owner information is being obtained.
- C) All AGENCY employees will be instructed of the confidentiality of information obtained from a government agency and the proper use of that information based on job responsibility, which must not involve immigration purposes.
- D) Either Party must inform the Other Party within 24 hours if data has been misused in such a manner that might constitute data misuse or a data breach.



- E) AGENCY must inform CONTRACTOR of any breach of information within 24 hours, so the appropriate government agencies can be notified of the breach.
- F) AGENCY understands and agrees that permissible use requirements may change and be updated to reflect the most current permissible use requirements of the government agencies CONTRACTOR works with to obtain vehicle registered information.
- G) AGENCY understands that evidence of the permissible use requirements may be requested to comply with CONTRACTOR audit requirements of the governmental agencies CONTRACTOR works with.
- H) AGENCY understands that tracking of activity will occur for annual reviews to be conducted by CONTRACTOR to ensure the confidentiality and privacy required for government agency provided information.
- I) AGENCY understands that all information obtained through government agencies is considered subject to the Drivers Privacy Protection Act (DPPA) and agrees that no disclosures of information will be made that would constitute a violation of this act.
- J) AGENCY understands and agrees that access to confidential registered owner information may be immediately restricted or terminated if any of the mandatory provisions above are found to be violated or abused.

ARTICLE XIII – ENTIRE AGREEMENT

13.1 Integrated Agreement: This contract is intended by the parties as a final expression of their Agreement and also as a complete and exclusive statement of the terms thereof, any prior oral or written Agreement regarding the same subject matter notwithstanding. This Agreement may not be modified or terminated orally and no modification or any claim or waiver of any of the provisions shall be effective unless in writing and signed by both parties.

13.2 Law Applicable: This Agreement shall be construed in accordance with the Laws of the State of Idaho.

13.3 Notice to Parties: Any notice required under this Agreement to be given to either party may be given by depositing in the United States mail, postage prepaid, first-class, addressed to the following:



AS TO THE AGENCY:

**THE CITY OF KETCHUM
PO BOX 2315
191 5TH STREET WEST
KETCHUM, IDAHO 83340**

AS TO THE COMPANY:

**DATA TICKET, INC.
A CALIFORNIA CORPORATION
2603 MAIN STREET, SUITE 300
IRVINE, CALIFORNIA 92614**

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and year last written below.

AGENCY: **THE CITY OF KETCHUM, IDAHO** COMPANY: **DATA TICKET, INC.**

Signature: _____ Signature: _____

Print Name: _____ Print Name: _____

Title: _____ Title: _____

Date: _____ Date: _____



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

Reasons for Recommendation:

- The Main Street project requires work associated with the pedestrian realm.
- GGLO will develop overall streetscape guidelines for the pedestrian realm of Main Street, including street trees and silva cells, sidewalks (clear zone and furnishing zone), paver selection, ornamental pedestrian lights, site furnishings (benches, bike racks, trash/recycle receptacles), signage/wayfinding, public art and integrated bus stops.
- GGLO is currently working with the City of Hailey on a similar project.
- The city has hired GGLO in partnership with the Ketchum Urban Renewal Agency to work on design concepts for Ketchum Town Square and Visitor Center building.

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

Sustainability Impact:

Financial Impact:

Attachments:

1. GGLO Authorization for Design Services
2. Purchase Order 24035

Authorization For Design Services

Date: October 6, 2023
Project: City of Ketchum: Main Street Design Standards
GGLO Project TBD

This document constitutes the working agreement and authorizes GGLO to provide design services as described below. Services will be performed and invoiced either on lump sum or on an hourly basis at GGLO's current hourly rates. No construction document or construction contract administration services will be performed under this Authorization. The attached Terms of Agreement are incorporated by reference into this Agreement.

Client:

City of Ketchum
 Authorized Representative: Jade Riley, City Administrator

Project Description:

The intent of this scope of work is to develop overall streetscape guidelines for the pedestrian realm of Main Street/Hwy 75 from approximately River Street to 10th Street. Elements may include street trees and silva cells, sidewalks (clear zone and furnishing zone), paver selection, ornamental pedestrian lights, site furnishings (benches, bike racks, trash/recycle receptacles), signage/wayfinding, public art and integrated bus stops.

Scope of Services

Streetscape Standards (Pedestrian Realm)

Tasks Include:

- Kickoff meeting with City/KURA Working Group to confirm priorities, schedule, and pedestrian realm elements.
- Attend working session with City/KURA Working Group and Jacobs (via video conference)
- Attend bi-weekly coordination/team meetings with Jacobs
- Incorporate roadway design and updated road section (provided by Jacobs)
- Develop preliminary list of pedestrian amenities, potential standards, and proposed sidewalk widths (clear zone vs furnishing zone)
- Develop preliminary illustrative sections (pedestrian realm)
- Meet with City/KURA Working Group to review Preliminary Alternatives
- Present Preliminary Alternatives at KURA Board Working Session
- Present Preliminary Alternatives to joint session of KURA, City Council
- Project Management & Administration

Deliverables: Streetscape Standards Package (11x17 pdf)

- Vision and Placemaking Summary
- Illustrative Sections (Pedestrian Realm)
- Street Tree Plan
- Pedestrian Amenities Plan
- Proposed Materials Images (Site Furnishings, Pedestrian Lighting, Paving)
- Understory Planting List with Images

Compensation and Timeline:

Task	Terms	Fee	Timeline
Streetscape Standards	Hourly, Estimated	\$20,000	October-December 2023
Reimbursable Expenses	Estimated	\$250	
Total		\$20,250	

Approved By:

Authorized Client Representative



GGLO Architecture, Interior Design,
Landscape Architecture, Planning and Urban Design, LLC

Date

10/6/2023

Date

Attachments: Terms of Agreement



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

PURCHASE ORDER
 BUDGETED ITEM? ___ Yes ___ No

PURCHASE ORDER - NUMBER: 24035

To: 6037 GGLO 1301 S FIFTH ST SUITE 2200 SEATTLE WA 98101	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
---	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
11/02/2023	KCHOMA	KCHOMA		0	

Quantity	Description	Unit Price	Total
1.00	DEVELOPMENT OF OVERALL STREETScape 03-4193-7135 713502	20,250.00	20,250.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		20,250.00

 Authorized Signature



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: November 6, 2023 Staff Member/Dept: Morgan Landers, AICP – Director of Planning and Building

Agenda Item: Recommendation to Approve Contract for Services with Mattison Consulting, LLC

Recommended Motion:

I move to approve Contract #24894 with Mattison Consulting, LLC.

Reasons for Recommendation:

- Robyn Mattison has been contracted with the City of Ketchum acting as City Engineer for the review of land use applications, building permits, and various streets permits since May of 2022.
- The current contract is with Forsgren Associates, her current employer. However, she is leaving Forsgren and starting her own firm (Mattison Consulting, LLC).
- City staff has been very pleased with Robyn’s professionalism, responsiveness, and experience and would like to continue using her for the above-mentioned services with her new firm.

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

Sustainability Impact:

None OR state impact here: Robyn has provided support services to city employees when reviewing certain policy decisions, such as our snowmelt in the ROW policy, and will continue to provide that services as we evaluate future policies within her area of expertise.

Financial Impact:

None OR Adequate funds exist in account:	The Forsgren contract was a “time and materials” contract at \$155 per hour. The proposed contract with Mattison Consulting is at the same rate with the same mark-ups for reimbursable expenses and
--	--

	subcontracting. The Planning and Building Department has this expense accounted for in the professional services budget and no amendments to the city budget are needed to approve the contract.
--	--

Attachments:

1. Contract #24894 with exhibits



City of Ketchum

**INDEPENDENT CONTRACTOR AGREEMENT #24894
WITH MATTISON CONSULTING, LLC
FOR ENGINEERING SERVICES**

This Independent Contractor Agreement (“Agreement”) is made and entered effective to the ___ day of ___ 2023, by and between the City of Ketchum, an Idaho municipal corporation (“City”), and Mattison Consulting, LLC. ("Contractor").

FINDINGS

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

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

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

5. **Performance and Warranty.** Contractor will provide its own tools and equipment as needed to perform the Services. Contractor warrants that all equipment used to perform this Agreement will function safely, properly, and efficiently. Contractor warrants that all services will be timely performed in a safe, professional, and workmanlike manner.
6. **Indemnification.** Contractor releases, holds harmless, and agrees to indemnify City from and against all claims, suits, damages (including, without limitation, damages to persons and property including deaths, and all tax responsibilities), costs, losses, and expenses, in any manner related to or arising from the acts or omissions of Contractor, its managers, members, directors, officers, shareholders, agents, and employees.
7. **Limits of Liability.** Except for Consultant’s confidentiality and indemnity obligations, respectively, and except for actions or claims arising from gross negligence or intentional or willful misconduct, Consultant’s total liability to City shall not exceed the greater of (i) the total Consultant compensation value for the subtask of the project or (ii) the amount of recoverable insurance, regardless of whether any action or claim is based upon contract, warranty, tort (including negligence) or strict liability.
8. **Licensing.** Contractor represents that Contractors possesses the requisite skill, knowledge, and experience necessary to perform the Services. Contractor represents it has or agrees to obtain and maintain all necessary registrations, licenses, and insurance as may be required by the State of Idaho for the performance of the Services under this Agreement.
9. **Insurance.** Contractor is not covered by the City’s liability insurance policy. Contractor shall carry and maintain liability insurance in the following minimum amounts:

General liability	\$1,000,000.00 per occurrence; \$2,000,000.00 aggregate.
Personal Auto Liability	\$500,000.00 per accident with \$2,000,000 umbrella policy.
Professional Liability	\$1,000,000.00 per occurrence; \$2,000,000.00 aggregate.
Worker’s Compensation	As required by the State of Idaho, and not less than \$1,000,000.00 (Not currently required due to no employees)

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

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

CITY:
City of Ketchum
Attn: Director of Planning and Building
P.O. Box 2315
191 5th St., West
Ketchum, ID 83340

CONTRACTOR
Mattison Consulting, LLC
Attn: Robyn Mattison
739 N. Morningside Way
Boise, ID 83712

11. **Compliance with Laws/Public Records.** Contractor, its managers, members, directors, officers, shareholders, agents, and employees shall comply with all federal, state and local laws, rules, and ordinances. This Agreement does not relieve Contractor of any obligation or responsibility imposed upon Contractor by law. Without limitation, Contractor hereby acknowledges that all writings and documents, including without limitation email, containing information relating to the conduct or administration of the public's business prepared by Contractor for City regardless of physical form or characteristics may be public records pursuant to the Idaho Public Records Act. Contractor further acknowledges that, subject to certain limitations, the public may examine and take a copy of all such public writings and records. Accordingly, Contractor shall maintain such writings and records in such a manner that they may readily identified, retrieved and made available for such inspection and copying. Should Contractor wish to claim an exemption to disclosure on any record, Contractor shall identify such in advance and assume all costs of defense on any associated legal action to defend such claimed exemption from disclosure.
12. **Non-Assignment.** Contractor hereby acknowledges that City has agreed to enter this Agreement based in part on Contractor's unique skills and reputation for professional work. Accordingly, Contractor may not assign, subcontract, or transfer in any manner this Agreement or any of Contractor's right, title or interest in or to this Agreement without the prior written consent of City.
13. **Amendments.** This Agreement may only be changed, modified, or amended in writing executed by all parties.
14. **Non-Waiver.** The failure of either party to exercise any of its rights under this Agreement at any time does not constitute a breach of this Agreement and shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.
15. **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.
16. **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.
17. **Governing Law.** This Agreement shall be governed by the laws of the State of Idaho. Venue shall be in the Fifth Judicial District, Blaine County, Idaho.
18. **Entire Agreement.** This Agreement contains the entire Agreement between the parties respecting the matters herein set forth and supersedes any and all prior Agreements between the parties hereto respecting such matter.
19. **Severability.** If any part of this Agreement is held to be invalid or unenforceable, such part shall be considered as stricken and the rest of this Agreement shall continue in full force and effect and so as to preserve the agreement and intent to the fullest possible extent.

20. Execution and Signatures. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

21. Authority. The parties executing this Agreement warrant, state, acknowledge, and affirm that they have the authority to sign the same and to bind themselves to the terms contained herein.

IN WITNESS WHEREOF, the Parties execute this Agreement.

CITY OF KETCHUM

MATTISON CONSULTING, LLC, CONTRACTOR

Neil Bradshaw, Mayor

Robyn L. Mattison, Owner

ATTEST:

Trent Donat
City Clerk

EXHIBIT A
INDEPENDENT CONTRACTOR AGREEMENT WITH
MATTISON CONSULTING, LLC
FOR ENGINEERING SERVICES

Description of Services:

The City of Ketchum is requesting engineering services to support the City's Planning and Building department, and other departments as needed. Services include performing reviews for compliance with city and state standards and general engineering practices and coordinating with other departments and project owners/agents.

Contractor shall provide the following review services as requested:

- a. Subdivision plan reviews
- b. Design Review plan reviews
- c. Building permit plan reviews
- d. Right-of-Way Encroachment Permit applications
- e. Other application reviews as requested

All plan reviews will be completed within the following schedule unless otherwise agreed upon between the parties:

- First round review to be completed within 20 working days
- Second round review, and all subsequent reviews to be completed within 9 working days

Additional engineering services as required by the City. These services may include, but are not limited to: review, comment and provide suggestions on all related standards or proposed ordinances, advise the Planning and Zoning Commission and/or City Council on development matters; and provide new ordinance research and development.

Assumptions:

1. Documents will be submitted and reviewed electronically using the city's selected plan review software, or other as approved by the city. In addition, engineering review forms will be prepared summarizing comments.
2. Site visits will be approved and coordinated with city staff prior to travel.

Fee:

Engineering assistance will be completed on a time & material basis. Rates for 2023 are shown below. Rates are subject to change annually.

Robyn Mattison 2023 Rate = \$155 per hour

Rate is fully-loaded with direct labor, overhead, and profit.
Reimbursables are charged at cost + 15%

Subconsultants are charged at cost + 15% (to be approved by City prior to subcontracting services)
Mileage and per diems will be charged at federal government rates.



City of Ketchum
Planning & Building

STAFF REPORT
KETCHUM PLANNING AND ZONING COMMISSION
SEPTEMBER 26, 2023 MEETING

- PROJECT:** Bigwood Year Round Restaurant
- FILE NUMBER:** P23-065
- REPRESENTATIVE:** Bill Weidner, Owner
- OWNER:** Bill Weidner
- REQUEST:** Development Agreement Amendment & Planned Unit Development Amendment for a year round restaurant & bar use within the Bigwood PUD
- LOCATION:** 115 Thunder Trail (Bigwood Sub Block 12A Open Space-Golf Course)
- ZONING:** Recreational Use (RU)
- OVERLAY:** None
- NOTICE:** A public meeting notice for the project was mailed to all owners of property within 300 feet of the project site and all political subdivisions on September 6, 2023. The notice was published in the Idaho Mountain Express on September 6, 2023. A notice was posted on the project site and the city’s website on September 18, 2023.
- REVIEWER:** Adam Crutcher, Associate Planner

EXECUTIVE SUMMARY

The applicant has submitted Development Agreement Amendment & Planned Unit Development Conditional Use Permit (PUD CUP) Amendment Applications to allow for a year-round restaurant & bar use in the golf course clubhouse building at 115 Thunder Trail (the “subject property”). Currently, a restaurant which has seasonally run during golf season has been in operation since at least 2006. The subject property is located on Block 12 within the Bigwood Planned Unit Development (PUD) which received approval on August 15, 1985.

Restaurant/food service is not listed as one of the permissible uses on Block 12 in the Development Agreements and PUD CUPs governing the Bigwood PUD. As the applicant is requesting for a year round restaurant and bar, those agreements need to be amended to allow such a use to occur.

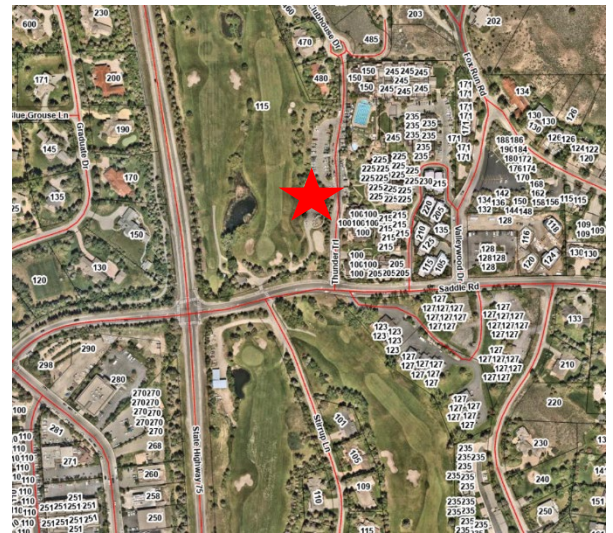


Figure 1: Location of Golf Course Clubhouse

Based on the review of both applications, staff believes the proposed amendments meet the intent of the Bigwood PUD as originally approved as the year round restaurant is in accordance with accepted industry standards for golf courses.

BACKGROUND

Bigwood DA &PUD History

The Bigwood PUD and Development Agreement were approved, with conditions, in 1985, to annex the property containing the present day Bigwood Golf Course and neighboring residential lots, within the City of Ketchum (Attachment G). As seen in Attachment F, the Ketchum City Council found the Bigwood PUDs special development objectives to be the open space and public golf course which were open to public use.

The Bigwood Annexation, Services and Development Agreement identified allowed uses on each block within the Bigwood subdivision. Originally, the golf clubhouse was located on Block 19 (see Figure 2) as identified in section 4.7 of the 1985 Development Agreement. At this time, Block 12 was designated as open space or expansion of the golf course as stated in section 1.4.j of the 1985 Development Agreement:

“Large Blocks Number 11 through 15 and 20 shall comprise, and are hereby dedicated to open space in perpetuity and expansion at the existing golf course. Any portion or said large clocks not used as a golf course shall remain open space with no improvements constructed thereon except as set forth in this Agreement.”

With many uses located on Block 19 such as tennis courts, swimming pool, recreation center, locker rooms, showers, and the golf clubhouse, overflow parking was located along Clubhouse Dr in front of Block 19 which was felt as unsafe by the residents of the Bigwood PUD. This overflow parking issue led to the golf clubhouse being relocated to the southern side Block 12 through amendments to the Development Agreement and PUD CUP from 1997 to 1999. As seen Attachment H, the Development Agreement was amended on May 17th, 1999, to allow the golf course clubhouse to be relocated to Block 12. Paragraph 4.5 was amended to state:

“The City of Ketchum acknowledges and agrees that if the golf course clubhouse and the proposed changes to the layout of the golf course are constructed and maintained in accordance with the City’s Design Review approval said improvements shall be in accordance with accepted industry standards for a first rate golf course and therefore the improvements themselves would not trigger the right of reversion held by the City of Ketchum. All future changes to the golf course, however, must be in accordance with accepted industry standards for a first golf course.”

In reviewing these approvals and associated City Council/Planning & Zoning Commission meeting minutes, neither restaurant nor food service were mentioned when discussing proposed uses within the golf clubhouse. Instead, there was only mention of a pro shop, nordic center, and golf cart storage. At the City Council meeting where the Bigwood PUD/CUP was amended to allow for the golf clubhouse to be located on Block 12, applicant representatives stated, “The restaurant would not be in this clubhouse area.”

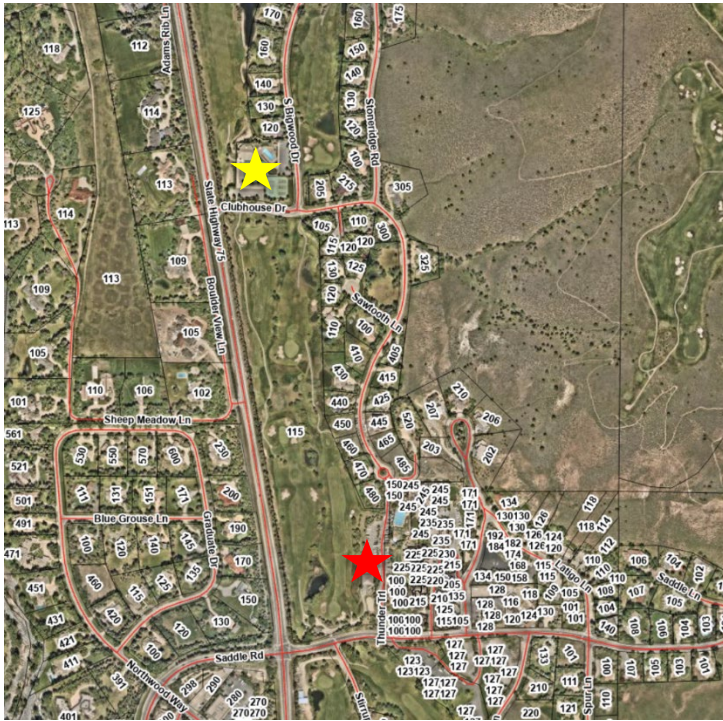


Figure 2: Current Clubhouse location (Red) vs original Clubhouse location (Yellow)

In 2006, multiple building permits were issued for the clubhouse to make modifications for an outdoor kitchen. The building permits identify the kitchen as existing although it is not clear in staffs research when this kitchen was added as there is no mention of kitchen facilities in the permits for the relocation of the golf course clubhouse in 1999. No amendments to the development agreement or PUD CUP were made to allow for the restaurant use to occur at the location.

Process to Date

The Planning and Building Department received the Development Agreement Amendment & Planned Unit Development Conditional Use Permit (PUD CUP) Applications on July 7th, 2023. The applications were reviewed concurrently, and comments were resolved on August 22nd, 2023, after two rounds of review. As of the date of this staff report, all department comments have been resolved or addressed through conditions of approval recommended below.

ANALYSIS

The Bigwood PUD was approved in 1985 based upon 17 evaluation standards contained in KMC 16.08.080. Staff has reviewed the following PUD CUP application against the PUD standards and the intent of the original Bigwood PUD approval. Attachment E contains staffs full review of the proposed project with regards to the above-mentioned standards. After review of the proposed amendments, staff believes the proposal meets the PUD criteria and intent of the Bigwood PUD. Below is an overview of some of the more noteworthy PUD criteria for the proposed project.

The Development Shall Be In Harmony With The Surrounding Area

As mentioned previously, an existing seasonal restaurant has been operating at the golf clubhouse since at least 2006 up until the COVID-19 pandemic. The proposal requests allowing for this use to continue outside of golf course operations into the winter months. Over the period in which the restaurant has been in operation, the City has not received comments or complaints which have warranted a reconsideration of the restaurant use. As the seasonal restaurant has been in operation for close two decades with minimal comment/complaint, staff finds the request to expand to all year round to be harmonious with the surrounding area.

Proposed Vehicular and Nonmotorized Transportation System

The golf clubhouse sits adjacent to the Thunder Springs development which includes Zenergy, a well visited gym and wellness center. Both the clubhouse and Zenergy had the parking they provided reviewed at times of their approval, but staff has reviewed the parking situation due to their close proximity.

The parking lot which serves the Bigwood Golf Clubhouse currently has 40 spaces including 4 handicap spaces. Since the seasonal restaurant has been in operation, both visitors of the restaurant and those golfing have used the same parking lot. As this proposal is to allow for the restaurant to extend operations into the winter when golfing does not occur, there will be less visitor traffic. The restaurant would also experience less visitor traffic in the winter as the outside seating would be closed for the season, leaving only the inside of the building available to seat customers.

To determine whether the existing parking is sufficient to support the proposed uses, staff reviewed other golf clubhouses and the parking they provided within the Wood River Valley.

Figure 3: Golf Clubhouse Comparison

	Bigwood Golf Clubhouse	Elkhorn Golf Clubhouse	Sun Valley Club Golf Clubhouse
Square Feet	8,435 square feet	14,837 square feet	52,175 square feet
Parking Spaces Provided	40 spaces	36 spaces	266 spaces
Square feet of building per parking space	210 square feet per parking space	412 square feet per parking space	196 square feet per parking space
On Bus Line	Yes	Yes	No
On Bike Path	Yes	Yes	Yes
Within walking distance of neighborhoods	Yes	Yes	No

As seen in the table above, the Bigwood Clubhouse provides roughly the same amount of parking per square foot of clubhouse building when compared to the Sun Valley Club Golf Clubhouse. This is in stark contrast when Bigwood is compared to the Elkhorn Golf Clubhouse where Bigwood provides almost double the amount of parking spaces per square foot of clubhouse building.

Also shown in the table is that Bigwood can be reached using different modes of travel. The clubhouse is along a bike path which connects to the Wood River Trail system and is also within less of a quarter of a mile from Mountain Rides Valley Route. The clubhouse is also in close proximity to many condominiums, apartments, and single family residences, allowing for those residents to walk to the clubhouse

As a result of this analysis of other clubhouse developments within the Wood River Valley and the availability to reach the clubhouse through different forms of transportation, staff believes the Bigwood Clubhouse to meet the criteria pertaining to parking and transportation systems.

STAFF RECOMMENDATION:

Staff recommends **approval** of the PUD CUP application with conditions outlined below.

MOTION: “I move to approve the Bigwood Restaurant & Bar Planned Unit Development Conditional Use Permit amendment with conditions 1-2, and direct staff to prepare Findings of Fact, Conclusions of Law, and Decision.”

Staff recommends **approval** of the Development Agreement Amendment application

MOTION: “I move to recommend approval of the 4th Bigwood Development Agreement amendment to City Council.”

RECOMMENDED CONDITIONS

1. The issuance of the CUP shall not be considered a binding precedent for the issuance of other conditional use permits. This conditional use permit is not transferable from one parcel of land to another.
2. Failure to comply with any conditions or term of said permit shall cause said permit to be void. A PUD – Conditional Use Permit may be revoked at any time for violation of the permit or any condition thereof by motion of the City Council after a due process hearing upon ten (10) days written notice to the holder of the PUD - Conditional Use Permit.

ATTACHMENTS:

- A. Development Agreement Amendment Application
- B. Development Agreement Plans
- C. PUD CUP Amendment Application
- D. PUD CUP Amendment Plans
- E. PUD Evaluation Standards
- F. 1985 Bigwood PUD CUP Findings of Fact
- G. 1985 Bigwood Development Agreement
- H. 3rd Bigwood Development Agreement

Attachment A:
Development Agreement Amendment
Application & Supplemental Materials



City of Ketchum
Planning & Building

OFFICIAL USE ONLY	
File Number:	P23-065
Date Received:	7/17/23
By:	HLN
Approved Date:	
Denied Date:	
By:	

Development Agreement Amendment Application

ORIGINAL DEVELOPMENT AGREEMENT	
Project Name:	BIGWOOD SPORTS, LLC
Development Agreement:	BIGWOOD SPORTS, LLC
Phone:	Email: bill@riverconstruction.net
Mailing Address:	P.O. Box 87 Sun Valley, ID 83353
Representative:	BILL WEIDNER
Mailing Address:	PO BOX 2455 Ketchum ID 83340
Phone:	504-710-1110
	Email: bill@riverconstruction.net
PROJECT INFORMATION	
Legal Land Description:	
Street Address:	115 Thunder Trail, Ketchum, ID 83340
Lot Area:	
Zoning District:	
Overlay District:	<input type="checkbox"/> Flood <input type="checkbox"/> Avalanche <input type="checkbox"/> Mountain
Anticipated Use:	YEAR ROUND RESTAURANT GOLF WINTER SPORTS
SECOND AMENDMENT	
Date of Agreement:	
Parties Named in Original Agreement:	
Summary of Significant Changes:	
THIRD AMENDMENT	
Date of Agreement:	
Parties Named in Original Agreement:	
Summary of Significant Changes:	
OTHER AMENDMENTS	
Date of Agreement:	
Parties Named in Original Agreement:	
Summary of Significant Changes:	

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.

Bill Weidner
Signature of Owner/Representative

5/23/23
Date

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

COMMENTS:

YEAR ROUND RESTAURANT OPERATION
YEAR ROUND RECREATION -
GOLF + WINTER SPORTS (to include
Fat Tire Biking, Nordic Skiing, Walking Trails
(MAPS PROVIDED) + GOLF SIMULATOR

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

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

Attachment B:
Development Agreement Amendment Plans

**FOURTH AMENDMENT TO
BIGWOOD ANNEXATION SERVICE AND DEVELOPMENT AGREEMENT**

This Fourth Amendment to Bigwood Annexation Service and Development Agreement entered into this _____ day of June, 2023, by and between the City of Ketchum, Idaho, a municipal corporation (Ketchum) and Bigwood Sports, LLC, an Idaho Limited Liability Company (Bigwood Sports).

This Fourth Amendment is predicated upon the following facts and objectives:

1. Bigwood Sports is owner of the Property commonly known as the Bigwood Golf Course, which is part of the Bigwood Large Block, P.U.D. subdivision.
2. Bigwood Sports is currently remodeling the Golf Clubhouse to allow the Clubhouse restaurant to operate on a year-round basis.
3. The parties desire to amend and supplement the Bigwood Annexation Services and Development Agreement, dated August 15, 1985, and recorded as Instrument Number 266738 in the office of the Blaine County Recorder as amended by the First Supplemental Agreement dated August 1, 1986, and the Second Supplemental Agreement dated November 6, 1987, and the Third Supplemental Agreement dated June 14, 1999.
4. On August _____, 2023, the Planning and Zoning Commission conditionally approved this proposed amendment.
5. On _____, 2023, the City Council conditionally approved the proposed amendments and supplementation.
6. The following planned unit development standards of the City of Ketchum apply to this Amendment and Supplementation of the proposed project, and will not be detrimental to the present and permitted uses of surrounding areas.

NOW THEREFORE, therefore, in consideration of the City Council’s conditional approval and promises, covenants and agreements contained herein, the parties covenant and agree to the following:

AMENDMENT:

1. Paragraph 1.4 (i) of the Annexation Agreement is amended to change the first sentence of paragraph 1.4 (i) to read as follows:

“Large Block 12 shall be the Block upon which the Golf Course Clubhouse, maintenance **and related year-round bar and restaurant** shall be located. There are no further changes to the remaining language of Paragraph 1.4 (i).

- a). The development shall be in harmony with the surrounding areas;
- b). The proposed vehicular and nonmotorized transportation system shall not be altered or changed from existing system;
- c). The plan is in conformance with and promotes the purposes and goals of the comprehensive plan, zoning ordinance, and other applicable ordinances of the City, and not in conflict with public interest.
- d). Location of buildings, park areas and common areas, will not change and shall continue to maximize privacy within the project and in relationship to adjacent properties and protect solar access to adjacent properties.

ADDITIONAL PROVISIONS:

- 1. Each of the parties executing this Agreement represent and warrant that they have the lawful authority and authorization from their respective entities to execute this Fourth Supplemental Agreement.
- 2. This Supplemental Agreement is made subject to and shall not affect the rights and obligations of parties other than Bigwood Sports and the City of Ketchum. If any portion of this Supplemental Agreement is held by a court of competent jurisdiction to violate any rights of third parties or result in any modification, waiver, termination, or annulment of any obligations and covenants between any such third party and Ketchum then the provision so declared shall be null and void.
- 3. This Supplemental Agreement shall inure to the benefit of and be binding upon Bigwood Sports, and the City of Ketchum, their successors and assigns and shall be a covenant running with the land.
- 4. This Agreement is supplemental to, and amends said Annexation Agreement. All provisions, terms, conditions, restrictions, and covenants of said Annexation Agreement, except as to the extent hereby specifically amended, shall remain in full force and effect.
- 5. Nothing contained herein shall be deemed or construed to create any third-party beneficiaries.
- 6. This Agreement may be executed in any number of counter parts, each of which will constitute an original.

NOTICES:

All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid. Notices required to be given to Ketchum shall be addressed as follows:

City Administrator
City of Ketchum
PO Box 2315
Ketchum, ID 83340

Notices required to be given to Bigwood Sports shall be addressed as follows:

William Weidner
Bigwood Sports
PO Box 2455
Ketchum, ID 83340

cc. Brian Barsotti, Esq.
PO Box 370
Ketchum, ID 83340

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Supplemental Agreement in accordance with the laws of the State of Idaho, the date and year first written above.

BIGWOOD SPORTS, LLC

CITY OF KETCHUM

By: _____
Name: William Daniel Weidner, III

By: _____
Neil Bradshaw

STATE OF IDAHO)
) ss.
County of Blaine)

On this _____ day of _____ 2023, before me, a Notary Public in and for said State, personally appeared William Daniel Weidner III, known or identified to me to be a member of the Bigwood Sports, LLC, a Limited Liability Company, and member who executed the instrument on behalf of said company, and acknowledged to me that such company executed the same.

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

Notary Public for Idaho
Residing at _____
Commission expires: _____

STATE OF IDAHO)
) ss.
County of Blaine)

On this _____ day of _____ 2023, before me, a Notary Public in and for said State, personally appeared Neil Bradshaw know or identified to me to be the Mayor of the City of Ketchum, Idaho the municipal corporation that executed the within instrument or the person who executed the instrument on behalf of this municipal corporation and acknowledged to me that such municipal corporation execute the same.

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

Notary Public for Idaho
Residing at _____
Commission expires: _____



Attachment C:
PUD CUP Amendment Application &
Supplemental Materials



City of Ketchum
Planning & Building

OFFICIAL USE ONLY	
File Number:	P23-065A
Date Received:	7/7/23
By:	HLN
Fee Paid:	\$1100
Approved Date:	
Denied Date:	
By:	

Conditional Use Permit Application

Submit Completed application to planningandzoning@ketchumidaho.org Or hand deliver to Ketchum City Hall, 191 5th St. W. Ketchum, ID If you have questions, please contact the Planning and Building Department at (208) 726-7801. To view the Development Standards, visit the City website at: www.ketchumidaho.org and click on Municipal Code. You will be contacted and invoiced once your application package is complete.

OWNER INFORMATION	
Project Name:	BIGWOOD SPORTS, LLC
Name of Owner of Record:	WILLIAM WEIDNER III
Physical Address:	115 THUNDER TRAIL
Property Legal Description:	
Property Zoning District:	
Lot Size:	
Contact Phone:	504-710-1110
Contact Email:	bill@riverconstruction.net
PROJECT INFORMATION	
Description of Proposed Conditional Use:	
<p>Year round restaurant operation, expanding from April to November and re-starting winter sports activity center with nordic and bike trails</p>	
Description & Specification Sheet of Proposed and Existing Exterior Lighting:	
<p>No change</p>	

APPLICANT NARRATIVE OF HOW THEY MEET THE CONDITIONAL USES PERMIT
CRITERIA IN MUNICIPLE CODE 17.116.030 A-E

See attached

ADDITIONAL COMMENTS

Current building permit covers interior renovations and upgrades to existing restaurant building. Completion expected in 60 days.

ACCOMPANYING SUPPORTING INFORMATION REQUIRED

- Existing Site Plan
- Proposed Site Plan
- Landscape Plan
- Grading and Drainage Plan
- Exterior Lighting Plan and Specifications
- Other plans and studies related to the social, economic, fiscal, environmental, traffic, and other effects of the proposed conditional use, as required by the Administrator

Applicant agrees to observe all City ordinances, laws and conditions imposed. Applicant agrees to defend, hold harmless and indemnify the City of Ketchum, city officials, agents and employees from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property, and losses and expenses caused or incurred by Applicant, its servants, agents, employees, guests and business invitees and not caused by or arising out of the tortuous conduct of city or its officials, agents or employees. Applicant certifies that s/he has read and examined this application and that all information contained herein is true and correct.



Applicant Signature



Date

CONDITIONAL USE PERMIT

To: City of Ketchum Planning and Zoning

From: William Weidner, Bigwood Sports LLC

Re: Year-round use for restaurant and golf course

Date: June 28, 2023

History:

Bigwood Sports, LLC has operated a seasonal golf course and restaurant at 115 Thunder Trail from April through November since the current owner purchased in 2015. There is a 3-year history of a Winter Golf/Nordic activity center that operated from 2016-2020 and was closed due to Covid.

1. **Proposed use** – The applicant seeks to extend the restaurant operations to a year-round venue and restart the winter activity center that included an Indoor Golf Simulator and Nordic Biking, Hiking, and Cross-Country trails.
2. **Square Footage** – There is no change to the footprint of the restaurant, parking, or golf course. The current interior renovations are being completed to upgrade the existing restaurant buildings. The floorplan is attached which was submitted and approved under the current building permit.
3. **Hours of Operation** – The restaurant would be open from 11am to 11pm at peak season, 7 days a week, with an anticipated staff of 8 employees during peak summer season. The golf operation staff would remain the same as it is currently during golf season and the winter Nordic operation would operate daily from 9am to 6pm with no additional employees needed. The reduced winter golf staff would handle the winter rental activities.

4. **Parking** – there is no anticipated change to the current parking lot which has accommodated the seasonal restaurant and golf course for years. There is no additional parking required for the winter months with the golf course closed and reduced demand for parking. Additionally, with the expansion of the residential community of Thunder Springs and Bigwood, we anticipate many patrons being able to walk and ride their bikes to the restaurant and golf course.
5. **Traffic Impact** – we anticipate no additional impact on traffic for the year-round restaurant operation with the winter being a slower season and no golf available.
6. **Community Benefit**- we feel that the given that the residents and visitors of Ketchum have fully supported a seasonal restaurant operation for years at Bigwood, they will benefit from having another dining option in the winter months particularly since many restaurants have closed. The winter activity center will provide another location for the community to have access to biking, hiking, and cross-country trails.
7. **Aesthetics**- We feel that the upgrades and renovation of the existing buildings adds value for the city and the surrounding Bigwood community. We will be using the existing signage locations for both the restaurant and golf course and keeping with the same color and design scheme.
8. **Financial Impact** – We feel that a year-round restaurant and winter sports operation will benefit the city with increased tax revenues from restaurant sales, liquor sales and winter Nordic rentals.

Thank you for your consideration.



William Weidner

Owner

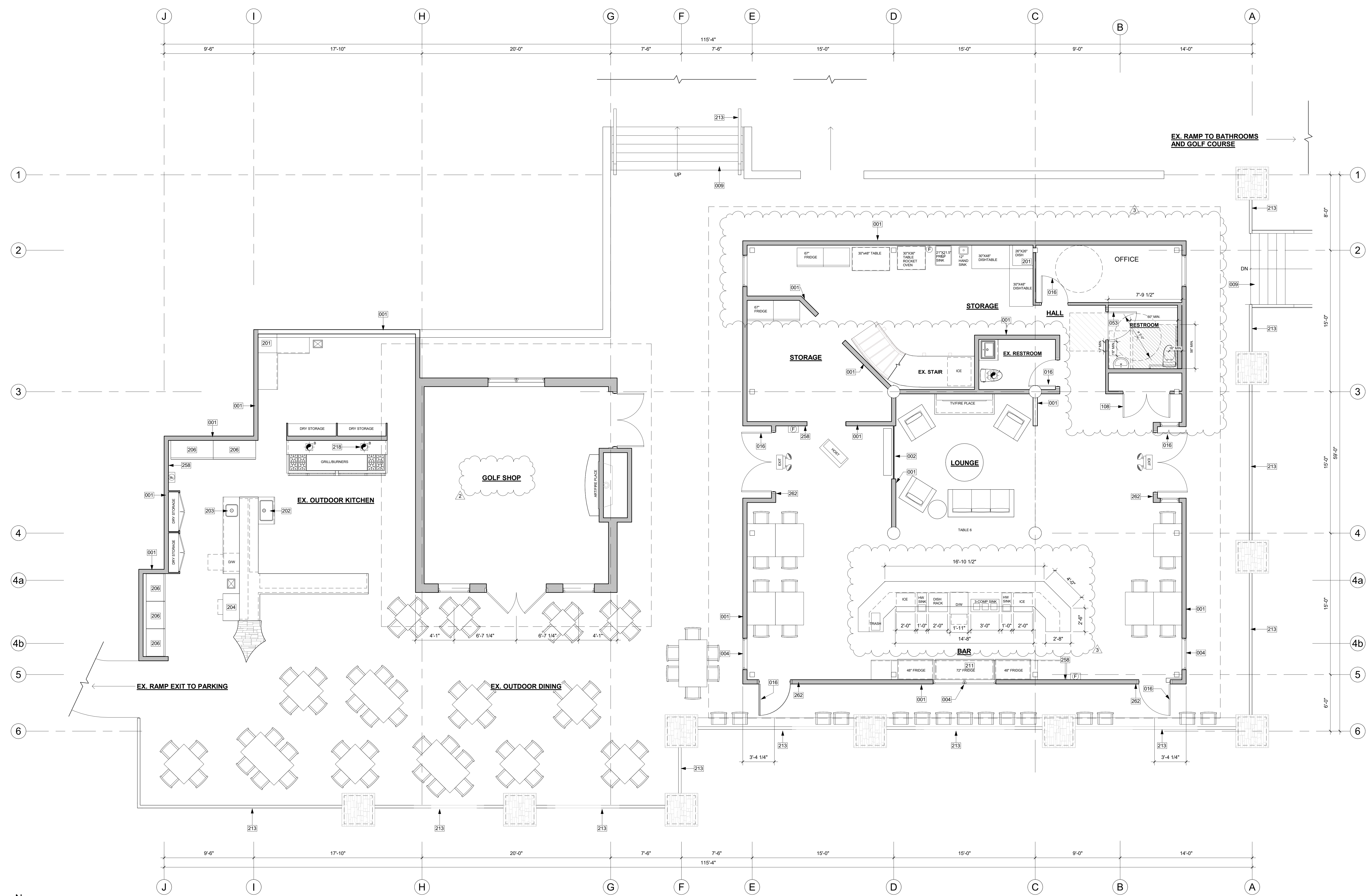
Bigwood Sports, LLC

REVISIONS:	DATE:
2 Revision 2	03/26/23
3 Revision 3	08/09/23

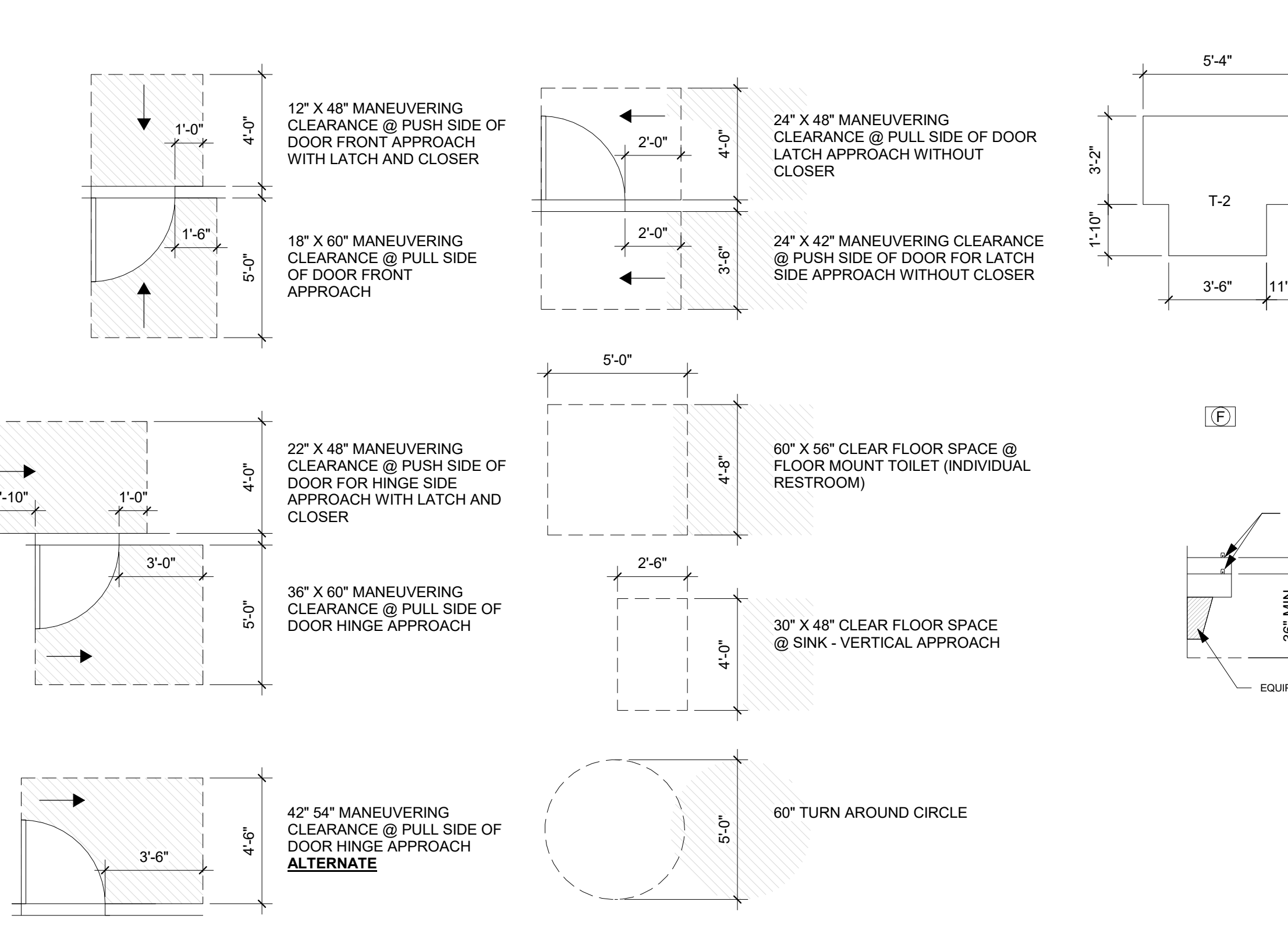
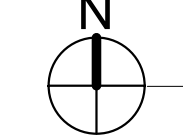
PROJECT / CLIENT:
115 THUNDER TRAIL

PHASE 1 REMODEL

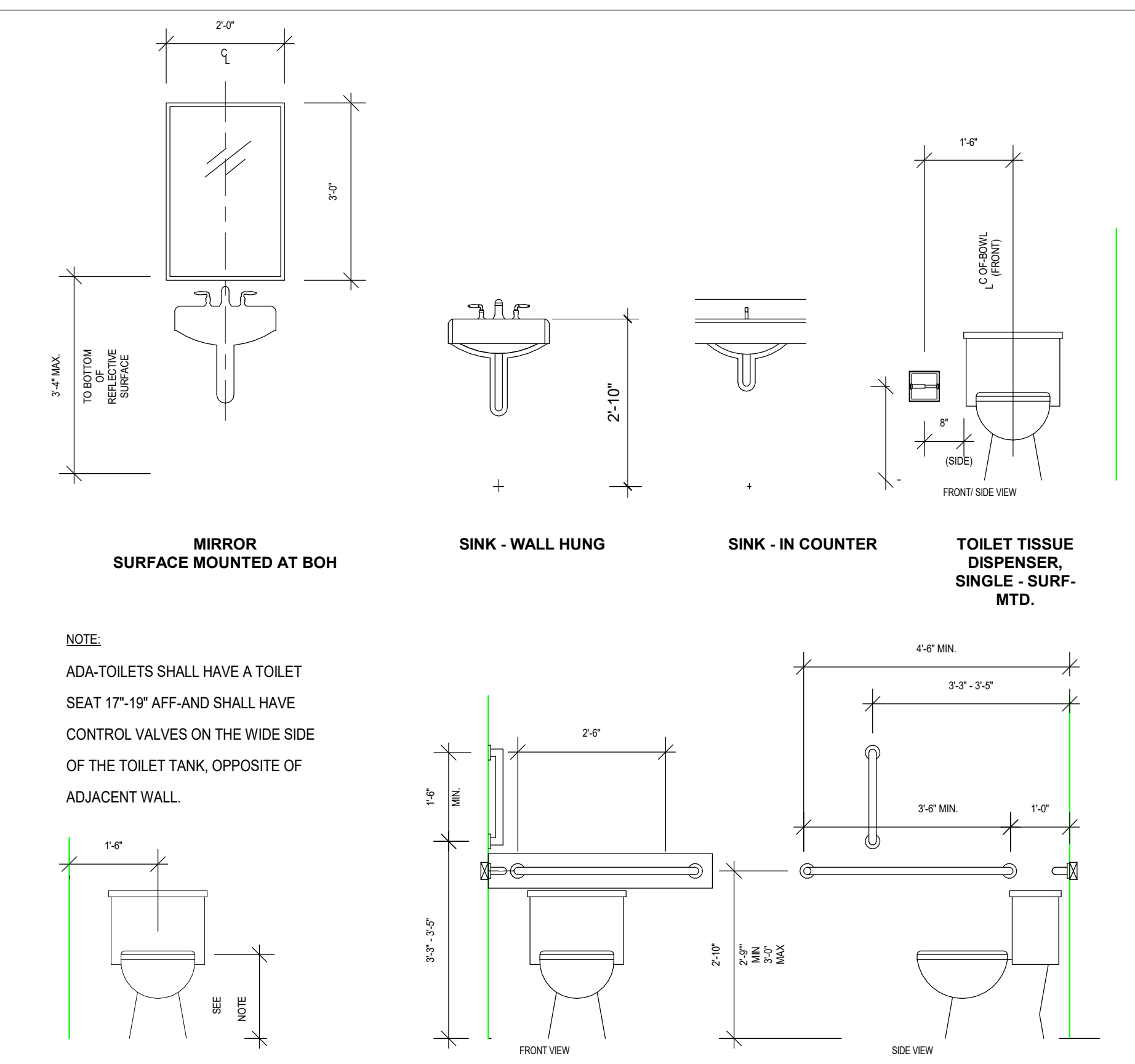
JOB ADDRESS:
 115 THUNDER TRAIL
 KETCHUM, ID 83340



PROPOSED MAIN LEVEL PLAN
 1/4" = 1'-0" 1



CLEARANCES
 1/4" = 1'-0" 2



ACCESSIBLE RESTROOM
 1/2" = 1'-0" 3

OCCUPANCY

RESTAURANT 1,060 SF
 A-2 OCCUPANCY CLASS PER 2018 IBC TABLE 1004.5
 -OCCUPANT LOAD = 15SF PER PERSON
 -DINING AREA OCCUPANCY LOAD = 70 PEOPLE
 -PER IBC TABLE 1006.3.2 (2) REQUIRED EXITS
 -PER 2018 IBC TABLE 1017.2
 DISTANCE A PERSON IS ALLOWED TO TRAVEL ALONG AN UNOBSTRUCTED PATH IS 250FT

FLOOR PLAN NOTES

- CONTRACTOR SHALL VERIFY ALL NOTES, DIMENSIONS & CONDITIONS PRIOR TO CONSTRUCTION.
- SEE STRUCTURAL DRAWINGS FOR ALL POSTS, BEAMS AND HEADERS.
- PROVIDE SOLID BLOCKING OVER SUPPORTS.
- PROVIDE FIRE BLOCKING @ ALL PLUMBING PENETRATIONS.
- WINDOWS & DOORS ARE SHOWN & NOTED AS NOMINAL SIZES.
- DOOR JAMB 4" FROM CORNER TYP. U.N.O.
- SEE SHEETS A0.3, A4.0 & A4.1 FOR WINDOW & DOOR HEADER HEIGHTS ABOVE FINISHED FLOOR.
- ALL WOOD IN CONTACT WITH CONCRETE TO BE PRESSURE TREATED.
- EXTERIOR WALLS TO BE 2x6 STUDS @ 16" O.C. U.N.O.
- INSTALL SIMPSON CONC. TO WOOD HOLD-DOWNS PER STRUCTURAL DRAWINGS, ALSO SEE MANUFACTURER'S SPECS.
- SMOKE & CARBON MONOXIDE DETECTORS:
 -SHALL BE 110V INTERCONNECTED W/ BATTERY BACKUP.
 -SHALL SOUND AN ALARM AUDIBLE IN ALL SLEEPING ROOMS.
 -SHALL BE INSTALLED ON EACH FLOOR AND IN ALL BEDROOMS.
 -SHALL BE INSTALLED AT EACH LOCATION WHERE THERE IS A CEILING CHANGE OF GREATER THAN 24"
- FRESH AIR PROVIDED BY WHOLE-HOUSE EXHAUST FAN WITH FRESH AIR PORT (NET 4 SF IN MIN. OPENING) AT EACH HABITABLE ROOM. A TIMER OPERATES AN EXHAUST FAN WHICH PULLS OUTSIDE AIR THROUGH AIR INLETS LOCATED IN EACH HABITABLE ROOM.
- LIMITING DEVICE FOR TUBS TO PROVIDE MAX. 120°F HOT WATER TEMPERATURE. FOOTINGS SHALL BEAR ON SOLID UNDISTURBED EARTH (CONTROLLED, COMPACTED STRUCTURAL FILL OR BOTH). DEPTH OF FOOTINGS TO BE DETERMINED BY STRUCTURAL ENGINEER. FOUNDATION EXCAVATION, BACKFILL AND COMPACTION SHALL CONFORM TO SPECIFICATION REQUIREMENTS. THIS CONSTRUCTION WORK, INCLUDING DRAINAGE, SHORING AND SUCH OTHER RELATED WORK AS REQUIRED, SHALL BE CONDUCTED BY THE CONTRACTOR. STOP WORK IF RECOMMENDED EXCAVATION CUT OR BEARING SOIL CHANGES OCCUR IN EITHER HORIZONTAL OR VERTICAL DIRECTION AND NOTIFY IMMEDIATELY THE GEOTECHNICAL ENGINEER AND STRUCTURAL ENGINEER. AT WHICH POINT THE ENGINEERS SHALL DETERMINE CAUSE OF DISPLACEMENT AND DEVELOP AND IMPLEMENT REMEDIAL MEASURES.

SYMBOL LEGEND

SEE TITLE SHEET A0.0 FOR COMPLETE SYMBOL INDEX.

KEY NOTES

001	EXISTING WALL TO REMAIN
002	EXISTING GLASS WALL TO REMAIN
004	EXISTING WINDOW TO REMAIN
009	EXISTING STAIR TO REMAIN
016	EXISTING DOOR TO REMAIN
053	PROPOSED 3/8" DOOR
108	PROPOSED 6X8" DOOR
201	CMA DISHWASHERS EST. C DOOR TYPE, SINGLE RACK, LOW TEMPERATURE CORNER DISHWASHER, 110V.
202	PREP SINK
203	HAND SINK
204	ICE BIN
206	KITCHEN REFRIGERATOR
211	72" COOLER
213	EXISTING HANDRAILS AND GUARDRAILS TO COMPLY WITH 2018 IBC SECTION 1014-15.
216	EXISTING KITCHEN HOOD VENT EXHAUST FAN THROUGH ROOF ABOVE
266	EXISTING FIRE ALARM SYSTEM INTEGRATED WITH SMOKE CONTROL SYSTEM SHALL COMPLY WITH NFPA 4 PER 2018 IBC SECTION 901.6.2.2.
262	PROVIDE ILLUMINATION FOR MEANS OF EGRESS SERVING A ROOM OR SPACE AT ALL TIMES THAT THE ROOM OR SPACE IS OCCUPIED PER 2018 IBC SECTION 1008.

DRAWN NAME:
PROPOSED MAIN LEVEL PLAN

Drawn By: NR
 Checked By: NR
 Owner Approval:

PHASE:
 CONSTRUCTION DRAWINGS

This drawing is the exclusive property of MEDICI ARCHITECTS, and can be reproduced only with the permission of the Architect. Variations and modifications to work shown on this drawing shall not be carried out without written permission from the Architect.

APPROVED FOR CONSTRUCTION:

PROJECT No.: A22 116
 DATE: 8/16/2023
 3:13:03 PM

PLOT SCALE: 1:1 **A2.2**

BIGWOOD SPORTS LLC DEVELOPMENT AGREEMENT AMENDMENT AND CUP
SEPTEMBER 26, 2023

Parking Study Information

The Bigwood Golf Course lot holds 40 cars total including 4 handicap spots
The Island between the lot and Zenergy has room to parallel park 8 cars
On the Zenergy lot line there are residential guest spaces for 8 cars (2 Handicap)
Plus, an additional 20 spots along the lot line shared with Bigwood Golf Course, however the majority of those spots belong to the golf course

Course in total has access to 50 spots, leaving 18 spots for Zenergy/Thunder Springs

Elkhorn Clubhouse is 14,000 SF and has 36 spaces OR 1 space/400 SF
Bigwood Clubhouse is 8,000 SF OR 1 space/160 SF, more than double Elkhorn

Peak Golf Course Use is 3rd week of JULY with a historic maximum of 200 golfers per day spread from 8am to 6pm.

Maximum of 50 people on the course at any one time

Peak Golf times are morning 8-12pm, pre-lunch and 2-7pm before dinner

NO Parking needed for Golf during Winter, Restaurant only.

Restaurant

For the restaurant, historically the neighbors from surrounding areas walk to the restaurant and clubhouse from Bigwood, Thunder Springs and Larkspur.

Summer Restaurant Capacity

Seating outside holds 83 people and Inside/Bar holds 34 people

Outside Closed in Winter, so capacity cut by 60% during winter months.

Parking Management

Shawn Aicher, Head of Golf Course Operations for 8 years has worked closely with Zenergy to accommodate their parking needs and afforded them the opportunity to use Bigwood spots.

The only historic parking issue has occurred during the Summer when a swim meet and a golf tournament occur on the same day and that happens rarely. In the future, Bigwood management will coordinate event calendars with Zenergy to avoid potential conflicts.

Year-Round Request

Given the cost of labor and need to hire full-time employees the operator needs the scaled down winter operation to financially sustain the operation.

Attachment D:
PUD CUP Amendment Plans

See Proposed Development Agreement Amendment in
Attachment B

Attachment E:
PUD Evaluation Standards

Planned United Development Standards

Planned Unit Developments: 16.08.080 – Standards:				
Yes	No	N/A	City Code	City Standards and <i>Staff Comments</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.08.080 A	<p>Minimum lot size of three acres. All land within the development shall be contiguous except for intervening waterways. Parcels that are not contiguous due to intervening streets are discouraged. However, the commission and the council may consider lands that include intervening streets on a case by case basis. The commission may recommend waiver or deferral of the minimum lot size, and the council may grant such waiver or deferral only for projects which:</p> <ol style="list-style-type: none"> 1. Include a minimum of 30 percent of community or employee housing, as defined in section 16.08.030 of this chapter; 2. Guarantee the use, rental prices or maximum resale prices based upon a method proposed by the applicant and approved by the Blaine County Housing Authority and/or the Ketchum City Council; and 3. Are on parcels that are no less than one and one-half acres (65,340 square feet). Application for waiver or deferral of this criteria shall include a description of the proposed community or employee housing and the proposed guarantee for the use, rental cost or resale cost. 4. For a hotel which meets the definition of "hotel" in section 17.08.020, "Terms defined", of this Code, and conforms to all other requirements of section 17.18.130, "Community Core District (CC)", or section 17.18.100, "Tourist District (T)", of this Code. Waivers from the provisions of section 17.18.130 of this Code may be granted for hotel uses only as outlined in section 17.124.040 of this Code. Waivers from the provisions of section 17.18.100 of this Code may be granted for hotel uses only as outlined in section 17.124.040 of this Code.
			<i>Staff Comment</i>	<i>N/A. The subject property is currently within the Bigwood PUD which has a lot area greater than three (3) acres. The applicant is requesting a modification to the existing PUD.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.08.080 B	<p>The proposed project will not be detrimental to the present and permitted uses of surrounding areas.</p>
			<i>Staff Comment</i>	<i>The subject property is currently zoned Recreational Use (RU) and exists as golf course with a clubhouse/seasonal restaurant. The existing seasonal restaurant has been in operation since at least 2006 at the current location. As the restaurant has been seasonally operating for close to two decades, an extension of restaurant operating hours into the winter months, when less visitors to the clubhouse/restaurant will occur, is found to not be detrimental to the present and permitted uses of the surrounding areas.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.08.080 C	<p>The proposed project will have a beneficial effect not normally achieved by standard subdivision development.</p>
				<i>N/A. The proposed project is not proposing a subdivision development.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.08.080 D	<p>The development shall be in harmony with the surrounding area.</p>
			<i>Staff Comment</i>	<i>The existing seasonal restaurant has been in operation since at least 2006 at the current location. The proposal is to expand the restaurant to a year round use outside</i>

				<i>of golfing season. As the restaurant has been seasonally operating for close to two decades, an e</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.08.080 E (1)	Densities and uses may be transferred between zoning districts within a PUD as permitted under this chapter, provided, the aggregate overall allowable density of units and uses shall be no greater than that allowed in the zoning district or districts in which the development is located. Notwithstanding the above, the commission may recommend waiver or deferral of the maximum density and the council may grant additional density above the aggregate overall allowable density only for projects which construct community or employee housing and which: a. Include a minimum of 30 percent of community or employee housing, as defined in section 16.08.030 of this chapter; and b. Guarantee the use, rental prices or maximum resale prices thereof based upon a method proposed by the applicant and approved by the Blaine County Housing Authority and/or the Ketchum City Council.
			<i>Staff Comment</i>	<i>N/A. Densities are not proposed to be transferred.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.08.080 E (2)	Application for waiver or deferral of this criteria shall include a description of the proposed community or employee housing and the proposed guarantee for the use, rental cost or resale cost.
			<i>Staff Comment</i>	<i>N/A. No waiver requested as density transfer not being proposed.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.08.080 F	The proposed vehicular and nonmotorized transportation system: 1. Is adequate to carry anticipated traffic consistent with existing and future development of surrounding properties. 2. Will not generate vehicular traffic to cause undue congestion of the public street network within or outside the PUD. 3. Is designed to provide automotive and pedestrian safety and convenience. 4. Is designed to provide adequate removal, storage and deposition of snow. 5. Is designed so that traffic ingress and egress will have the least impact possible on adjacent residential uses. This includes design of roadways and access to connect to arterial streets wherever possible, and design of ingress, egress and parking areas to have the least impact on surrounding uses. 6. Includes the use of buffers or other physical separations to buffer vehicular movement from adjacent uses. 7. Is designed so that roads are placed so that disturbance of natural features and existing vegetation is minimized. 8. Includes trails and sidewalks that create an internal circulation system and connect to surrounding trails and walkways.
			<i>Staff Comment</i>	<i>Upon review of other golf clubhouses within the Wood River Valley, the Bigwood clubhouse is comparable in the number of parking spaces provided compared to the square footage of the clubhouse building. The proposed winter operation of the restaurant would have reduced need for parking due to no golf being played and a majority of the restaurant seating being outside.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.08.080 G	The plan is in conformance with and promotes the purposes and goals of the comprehensive plan, zoning ordinance, and other applicable ordinances of the City, and not in conflict with the public interest: 1. Pursuant to subsection 16.08.070.D of this chapter, all of the design review standards in chapter 17.96 of this Code shall be carefully analyzed and considered. This includes detailed analysis of building bulk, undulation and other design

				<p>elements. The site plan should be sensitive to the architecture and scale of the surrounding neighborhood.</p> <p>2. The influence of the site design on the surrounding neighborhood, including relationship of the site plan with existing structures, streets, traffic flow and adjacent open spaces, shall be considered.</p> <p>3. The site design should cluster units on the most developable and least visually sensitive portion of the site.</p>
			<i>Staff Comment</i>	<p><i>Comprehensive Plan speaks on the Communities Core Values. Value #1 states "Ketchum sees itself with a stable and diverse economy melding the benefits of our traditional tourism economy with businesses that serve the year-round population." This section also states, "We value and support local businesses that contribute to our uniqueness and vibrancy." The proposed year round restaurant will help to provide easily accessible food service seasonal residents who frequent the golf course as well as the local population which lives in the immediate area.</i></p> <p>1. <i>N/A. No change to the golf clubhouse building is proposed which received design review approval in 1998.</i></p> <p>2. <i>See staff response to KMC 16.08.080.G</i></p> <p>3. <i>N/A. No change in the siting of buildings is proposed.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.08.080 H	The development plan incorporates the site's significant natural features.
			<i>Staff Comment</i>	<i>N/A. The existing golf clubhouse building was found to be in conformance with this criteria when approved in 1998. No additions are proposed as part of this project.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.08.080 I	Substantial buffer planting strips or other barriers are provided where no natural buffers exist.
			<i>Staff Comment</i>	<i>N/A. Existing buffer strip of landscaping on the north end of the golf clubhouse parking lot to shield the parking lot from residential uses to the north and northeast was approved upon relocation of clubhouse in 1998.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.08.080 J	Each phase of such development shall contain all the necessary elements and improvements to exist independently from proposed future phases in a stable manner.
			<i>Staff Comment</i>	<i>N/A. No phase needed for proposal</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.08.080 K	Adequate and usable open space shall be provided. The applicant shall dedicate to the common use of the homeowners or to the public adequate open space in a configuration usable and convenient to the residents of the project. The amount of usable open space provided shall be greater than that which would be provided under the applicable aggregate lot coverage requirements for the zoning district or districts within the proposed project. Provision shall be made for adequate and continuing management of all open spaces and common facilities to ensure proper maintenance.
			<i>Staff Comment</i>	<i>N/A. No change in open space is proposed.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.08.080 L	Location of buildings, parking areas and common areas shall maximize privacy within the project and in relationship to adjacent properties and protect solar access to adjacent properties.
			<i>Staff Comment</i>	<i>N/A. No change in the location of buildings or parking areas are proposed. Golf clubhouse building was found to meet this criteria when proposed in 1998.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.08.080 M	Adequate recreational facilities and/or daycare shall be provided. Provision of adequate on site recreational facilities may not be required if it is found that the project is of insufficient size or density to warrant same and the occupant's needs for

				<p>recreational facilities will be adequately provided by payment of a recreation fee in lieu of such facilities to the City for development of additional active park facilities. On site daycare may be considered to satisfy the adequate recreational facility requirement or may be required in addition to the recreational facilities requirement.</p>
			<i>Staff Comment</i>	<i>N/A. The proposed project is on an existing lot and is not proposing a new development which would require recreational facilities.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.08.080 N	<p>There shall be special development objectives and special characteristics of the site or physical conditions that justify the granting of the PUD conditional use permit.</p>
			<i>Staff Comment</i>	<i>Special development objectives of the Bigwood PUD include the preservation of public open space and the availability of a public golf course not normally achieved by standard subdivision development. The proposal of a year round restaurant does not detract from the original development objectives.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.08.080 O	<p>The development will be completed within a reasonable time.</p>
			<i>Staff Comment</i>	<i>N/A. No additions or new development is proposed. Proposal is to change allowed uses on Block 12.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.08.080 P	<p>Public services, facilities and utilities are adequate to serve the proposed project and anticipated development within the appropriate service areas.</p>
			<i>Staff Comment</i>	<i>N/A. The existing building has been outfitted for food service use since at least 2006. Existing public services will not be significantly impacted by the proposal to allow a year round restaurant.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.08.080 Q	<p>The project complies with all applicable ordinances, rules and regulations of the City of Ketchum, Idaho, except as modified or waived pursuant to this section.</p>
			<i>Staff Comment</i>	<i>The proposed project requires a PUD amendment. All applicable ordinances, rules and regulations of the City of Ketchum will be complied with through these processes.</i>

Attachment F:
1985 Bigwood PUD Findings of Fact

IN RE:)	
)	
Bigwood Planned Unit)	PROPOSED FINDINGS OF FACT
Development - Conditional)	AND CONCLUSIONS OF LAW
Use Permit)	
_____)	

The City Council of the City of Ketchum, Idaho, having considered the Applicant's request for annexation and application for a Conditional Use Permit for the Bigwood Planned Unit Development filed January 20, 1984, together with the entire record with regard to said application, presentations by the Applicant, and comments taken at the Public Hearing on the zoning upon annexation, annexation, Planned Unit Development application and resubdivision of certain PUD large blocks held by the Ketchum Planning and Zoning Commission and at a Public Hearing held by the City Council, the Ketchum City Council hereby makes the following findings of fact, conclusions of law and decision.

GENERAL FINDINGS OF FACT

The application for a PUD - Conditional Use Permit submitted by the Applicant and considered by Ketchum, in addition to the application, consists of the Bigwood General Conceptual Plan, Bigwood PUD Large Block Subdivision Plat, the Annexation, Services and Development Agreement executed by the Applicant, and the Bigwood PUD - Conditional Use

Permit. The Applicant is River Rock, Ltd., a Nevada limited partnership. The Applicant submitted a request for annexation and an application for Planned Unit Development - Conditional Use Permit on January 20, 1984, together with an application for Preliminary Plat of the resubdivision of PUD Large Blocks 1 and 2. Those applications are subject to review under Ketchum Planned Unit Development Ordinance Number 382, Ketchum Zoning Ordinance Number 208, Ketchum Subdivision Ordinance Number 316, and are subject to the Ordinances regulating building, water, sewer and street construction.

The Applicant sought approval of a Conditional Use Permit for a Planned Unit Development ("Bigwood PUD") on property partially in and partially adjacent to the northern boundary of the City of Ketchum fronting on State Highway 75, consisting generally of river frontage north of the Adams Gulch Road, valley plain east of State Highway 75 to the toe of the mountains to the east and hillside slopes. The real property is comprised of approximately 364 acres.

The property within the City is presently zoned under Ketchum Zoning Ordinance Number 208 General Residential District - Low Density (GR-L) and Recreation Use Zoning District (RU). A portion of the property is also within the Flood Control District, the Avalanche Zoning District and on

slopes greater than twenty-five percent (25%). That portion of the property located within Blaine County is presently zoned R.-4, Mountain Overlay and Flood Plain Zoning Districts.

Generally, the Bigwood PUD is proposed to be a long term residential use project in PUD Large Blocks 1, 8 and 9; short term occupancy use in PUD Lots 2 through 7; and, recreation open space in PUD Lots 11 through 21. The Ketchum Comprehensive Plan Land Use Map designates land uses that are in conformance with those proposed uses of the property.

A standard development of the property under existing Blaine County Zoning and Subdivision Ordinances could result in approximately 373 dwelling units on the property as compared to the 216 dwelling units proposed in the Bigwood PUD.

The Ketchum Planning Commission and Zoning Commission, after Public Hearing, recommended to the City Council denial of the PUD application as set forth in the findings of each of the seventeen evaluation standards contained in Ketchum Planned Unit Development Ordinance Number 382, Section 8. Since that time to present, the Applicant has made numerous and substantial changes in the project's design and in the executed Annexation, Services and Development Agreement with

the City of Ketchum. Said changes have required additional review, information and legally noticed public hearings prior to final action thereon by the Ketchum City Council. As part of Ketchum's consideration of the above referenced applications, Ketchum, in accordance with Section 67-6525, Idaho Code, considered the zoning for the property upon annexation so that Ketchum's review of all applications affecting the use of the property are reviewed in an integrated manner, consistent with the Ketchum Ordinances and Comprehensive Plan. Ketchum has held lawfully required public hearings and meetings for consideration of said annexation and applications contingent thereupon. The City and Bigwood enter said Annexation, Services and Development Agreement for the purpose of establishing certain rights and obligations of the parties with regard to annexation of the property and development of the Bigwood PUD Development Plan, including, but not limited to, the sequence and timing of development, construction of necessary improvements, requiring on-site and off-site improvements, and minimizing the fiscal impact of the annexation and development upon the City to protect and promote the general health, safety and welfare of the citizens of Ketchum and future residents of Bigwood.

The Applicant proposes to dedicate and preserve the

existing golf course comprising approximately 100 acres of open space and dedicate certain public use rights thereto. In addition, the Applicant has offered to dedicate and improve numerous public easements through the PUD which are in accordance with the Wood River Trail's System Plan. The project includes multiple structures north of the Alpenrose Hotel feathering out to the north into .4 acre single family homes lots, one acre single family home lots and two acre lots along the Big Wood River. The minimum building setback from State Highway 75 is 250 feet and increases up to 400 feet. This setback buffers those uses from neighboring properties and preserves a greenbelt entry into the City of Ketchum.

The proposed Bigwood PUD is adjacent to and accessed by State Highway 75 which has a right of way of one hundred feet in width and is presently constructed to a design speed of 55 miles per hour. The highway has the existing capacity to handle existing traffic together with the traffic that will be generated by this project. In addition, the Applicant will provide turn lanes at the entrances to this project and improve Saddle Road and its intersection onto State Highway 75 as it runs through its project.

The present uses of the property are Recreational/Open Space consisting of a golf course and clubhouse. The pre-

dominate uses of the neighboring properties are Tourist at the Alpenrose Hotel to the east, single family residences from one to five acres on the west, and no development on the hillside areas to the east and north.

The relevant criteria and standards for review of the PUD application are the Local Planning Act (Idaho Code Section 67-6501, et. seq.), Title 50, Chapters 3 and 13 of the Idaho Code, the Ketchum Comprehensive Plan (Ordinance Number 372), Ketchum Planned Unit Development Ordinance Number 382, Ketchum Zoning Ordinance Number 208, Ketchum Subdivision Ordinance Number 316, Ketchum Street Standards Ordinance Number 276, Ketchum Sewerage System Ordinance Number 207, and Ketchum Water System Ordinance Number 287.

The City Council considered the recommendations made by the Ketchum Planning and Zoning Commission after receiving public comment on the project and considered the evaluation standards from Section 8 of the PUD Ordinance Number 382.

EVALUATION STANDARDS

EVALUATION STANDARD NUMBER 1: Minimum lot size of three (3) acres. All land within the development shall be contiguous except for intervening streets and waterways.

FINDING: The Ketchum City Council makes this finding because the Bigwood PUD is comprised of approximately 364 acres.

EVALUATION STANDARD NUMBER 2: That the proposed project will not be detrimental to the present and permitted uses of surrounding areas.

FINDING: The Ketchum City Council makes this finding because the project proposes uses that are permitted in the zoning district assigned to the property and projected under the land use classification identified on the Comprehensive Plan Land Use Map applying to said property; the open space preserved including dedication of the golf course provides adequate distance between the buildings within the project and neighboring properties; that the development proposes the uses and lot sizes similar to those of the surrounding areas; the development has adequately mitigated its adverse service and fiscal impacts by the Annexation, Services and Development Agreement upon execution thereof by the Applicant; the maximum building coverage will be under that permitted by the applicable zoning and subdivision regulations; the minimum perimeter setbacks will be in conformance with the zoning district regulations; the maximum height of buildings will not exceed that specified for the zoning districts in which the property is located; the overall allowable density is no greater than that allowed in the zoning districts in which the property is located; and, the project provides for its highest density uses closer to town with a series of reducing densities to the north comparable with existing and permitted uses of neighboring properties.

EVALUATION STANDARD NUMBER 3: That the proposed project will have a beneficial effect not normally achieved by standard subdivision development.

FINDING: The Ketchum City Council makes this finding because the proposed PUD provides integrated open space and that the open space preserved by dedication of the golf course and City park and public use rights thereto are a benefit not normally achieved by standard subdivision development.

EVALUATION STANDARD NUMBER 4: The development shall be in harmony with the surrounding area.

FINDING: The Ketchum City Council makes this finding because

no buildings are proposed in the flood plain; the dedication of open space preserved by the golf course; the lot sizes and the uses within the project are similar to those of the surrounding areas being with multiple family units by the Alpenrose Hotel feathering out into single family lots to the north with two acre lots along the river; the golf course has retained its orientation with regard to existing buildings bordering the project including the Alpenrose Hotel, Bigwood Condominiums and Larkspur Condominiums; and, the project will not exceed the present bulk zoning regulations.

EVALUATION STANDARD NUMBER 5: Densities and uses may be transferred between zoning districts within a PUD...provided the aggregate overall allowable density of units and uses shall be no greater than that allowed in the zoning district or districts in which the development is located...

FINDING: The Ketchum City Council finds this standard is met in light of the existing Blaine County Zoning Districts which permits greater density than proposed and because all density is restricted to PUD Lots 1 through 10 and no further density or uses are requested in those lots and the remainder of the property is dedicated to open space.

EVALUATION STANDARD NUMBER 6: That the proposed vehicular and non-motorized transportation system is (a) adequate to carry anticipated traffic consistent with existing and future development of surrounding properties; (b) will not generate vehicular traffic to cause "undue congestion" of the public street network within or outside the PUD; (c) designed to provide automotive and pedestrian safety and convenience; and, (d) designed to provide adequate removal, storage, and deposition of snow.

FINDING: The Ketchum City Council makes this finding because the project is adjacent to and accesses upon State Highway 75 which is of adequate construction and design to safely accommodate the traffic generated by the project subject to certain improvements to be constructed by the Applicant as set forth in the Annexation, Services and Development Agreement; the fisherman/pedestrian easement allowing access on the east side of the bank of the River and because the

bicycle/equestrian/jogging paths are proposed to be built by the Applicant; the project has adequate snow storage; the development under the Bigwood PUD Development Plan will not overload adjacent streets or utilities; the proposed vehicular and non-vehicular transportation system is adequate to carry anticipated traffic and the land uses proposed will not generate vehicular traffic to cause congestion of the public street network outside the PUD; no access is permitted to any lot directly from State Highway 75 nor from the connector road; that the project will provide turn lanes at its entrance points onto State Highway 75; that the Applicant will dedicate Saddle Road east of State Highway 75 to a full width of 80 feet and improve to adequate safety standards the intersection of that road with the highway; that the internal streets within the project will be dedicated to a width of 60 feet with an additional two feet of improved shoulder on each side for pedestrian safety and additional snow storage; and, that an emergency vehicle access lane will be constructed and maintained by the Applicant from the south end of South Bigwood Drive to Saddle Road for an adequate second access to that portion of the project.

EVALUATION STANDARD NUMBER 7: That the plan is in conformance with and promotes the purposes and goals of the Comprehensive Plan, Zoning Ordinance, and other applicable ordinances of the City, and not in conflict with the public interest.

FINDING: The Ketchum City Council makes this finding based on its finding with regard to the other sixteen evaluation standards; a review of the applicable ordinances; the types, location and densities of units and uses proposed within the PUD are in conformance with the Comprehensive Plan; the Applicant upon execution of the Annexation, Services and Development Agreement will adequately address and mitigate the adverse impacts of the project and thereupon the project will not be in conflict with the public interest.

EVALUATION STANDARD NUMBER 8: That the development plan incorporates the site's significant natural features.

FINDING: The Ketchum City Council makes this finding because there is no building in the flood plain; and the fisherman's/

pedestrian easement is proposed along the River; no buildings are proposed on slopes greater than twenty-five percent (25%) nor on rock outcroppings or ridgelines; that adequate open space is dedicated for the golf course; that the minimum building setback off State Highway 75 to the east is 250 feet which preserves an open space at the north entrance into the City of Ketchum similar to that provided through the south entrance; and, that the Applicant has deleted a proposed lot off Spur Lane thereby preserving that distinctive rock outcropping.

EVALUATION STANDARD NUMBER 9: Substantial buffer planting strips or other barriers are provided where no natural buffers exist.

FINDING: The Ketchum City Council makes this finding because the setback off the highway preserves the golf course open space along a major entrance into the City.

EVALUATION STANDARD NUMBER 10: Each phase of such development shall contain all the necessary elements and improvements to exist independently from proposed future phases in a stable manner.

FINDING: The Ketchum City Council finds this standard met by the phasing schedule for and construction of the improvements as set forth in the Annexation, Services and Development Agreement upon execution thereof by the Applicant.

EVALUATION STANDARD NUMBER 11: Adequate and useable open space shall be provided. The applicant shall dedicate to the common use of the homeowners or to the public adequate open space in a configuration useable and convenient to the residents of the project. The amount of useable open space provided shall be greater than that which would be provided under the applicable "aggregate lot coverage" requirements for the zoning district or districts within the proposed project...

FINDING: The Ketchum City Council makes this finding because the golf course, recreation center and public trail system

provides adequate useable recreational open space for the residents of the project; the property will be maintained under the control of the homeowner's association; that the lot coverage of the proposed buildings is less than permitted under the applicable zoning district regulations; that no buildings are proposed on slopes greater than twenty-five percent (25%); that the Applicant will improve or construct all public bicycle and other easements within the project.

EVALUATION STANDARD NUMBER 12: Location of buildings, parking areas and common areas shall maximize privacy within the project and in relationship to adjacent properties and protect solar access to adjacent properties.

FINDING: The Ketchum City Council makes this finding because the buildings are not adjacent to existing structures outside the project except where the project abuts the Alpenrose Hotel on the north where the views from the units are oriented away from the Alpenrose and the Latigo Lane duplex lots where the location of building envelopes minimizes disruption of existing views; that the Applicant deleted from its proposal units in front of the Alpenrose which would have created an incompatible use between the occupants of those units and the commercial bar and restaurant activities of the hotel; the setbacks away from the exterior boundaries of the project are greater than permitted in the applicable zoning districts; the buildings are set back a minimum of 400' from the highway and 200' north of Saddle Road, the major roads abutting the property; and, that the location of the building envelopes, orientation of the buildings and location of parking spaces maximizes privacy and solar access within the project.

EVALUATION STANDARD NUMBER 13: "Adequate recreational facilities" shall be provided...

FINDING: The Ketchum City Council finds that this standard is met because of the dedicated golf course and open space lots, the construction of the recreation center, the dedication of public trail easements and improvement of certain of those easements by the Applicant.

EVALUATION STANDARD NUMBER 14: There shall be special development objectives and special characteristics of the site or physical conditions that justify the granting of the PUD - Conditional Use Permit.

FINDING: The Ketchum City Council makes this finding because of the dedication of the golf course and open space blocks; the large setback along State Highway 75, and the integrated design of the project to accentuate the open space and view corridors within the project.

EVALUATION STANDARD NUMBER 15: The development will be completed within a reasonable time.

FINDING: The Ketchum City Council makes this finding because of the phasing schedule contained in the Annexation, Services and Development Agreement upon execution thereof by the Applicant.

EVALUATION STANDARD NUMBER 16: That public services, facilities and utilities are adequate to serve the proposed project and anticipated development within the appropriate service areas.

FINDING: The Ketchum City Council makes this finding because the public utilities and services required for the project are provided for by the Applicant in accordance with the Annexation, Services and Development Agreement upon execution thereof by the Applicant.

EVALUATION STANDARD NUMBER 17: That the project complies with all applicable ordinances, rules and regulations of the City of Ketchum, Idaho, except as modified or waived pursuant to Section 8(a) of PUD Ordinance Number 382.

FINDING: The Ketchum City Council makes this finding because no waivers or modifications to any applicable ordinances, rules and regulations are requested and based on the findings in the other sixteen evaluation standards.

CONCLUSIONS OF LAW

1. That the proposed Bigwood PUD application meets all the relevant standards for approval under Section 8 of Ketchum PUD Ordinance Number 382, provided said property is annexed into the City of Ketchum.

2. That the Bigwood PUD is in conformance with and not in conflict with the Ketchum Comprehensive Plan (Ordinance Number 372).

3. That the Bigwood PUD is in conformance with the Ketchum Zoning Ordinance Number 208.

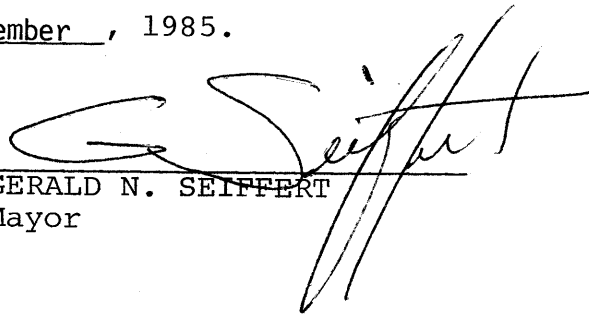
4. That the Bigwood PUD is in the public interest and will not be detrimental to the public health, safety and welfare provided the Annexation, Services and Development Agreement is executed by the Applicant.

DECISION

Therefore, the City of Ketchum, Idaho, approves the application for a Conditional Use Permit for the proposed Bigwood PUD subject to the conditions contained in the Permit made a part hereof by reference, and subject to the Annexation, Services and Development Agreement. Furthermore, the City of Ketchum approves the preliminary plat of the PUD Large Block Subdivision, and the preliminary plat of the Resubdivision of Large Blocks Number 1, 2 and 8 subject

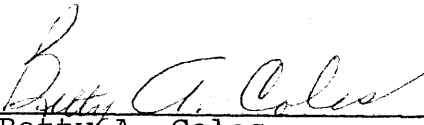
to the conditions placed thereon, the Conditional Use Permit
and the Annexation, Services and Development Agreement.

PASSED this 16th day of September, 1985.



GERALD N. SEIFFERT
Mayor

ATTEST:



Betty A. Coles
City Clerk

CONSENT OF DIRECTORS OF
NEILSEN, MONROE, INC.
IN LIEU OF MEETING

The undersigned, constituting all of the directors of Neilsen, Monroe, Inc., an Idaho corporation, do hereby consent to, adopt and approve in writing the following corporate action without a meeting in accordance with the general corporation laws of the State of Idaho:

WHEREAS, Neilsen, Monroe, Inc. (hereinafter "Corporation") is a general partner of River Rock, Ltd., a Nevada limited partnership (hereinafter "River Rock"); and

WHEREAS, the Corporation, even though not required to do so, has contacted all the limited partners of River Rock and obtained their authority and consent to enter into an Annexation Agreement with the City of Ketchum on behalf of River Rock;

NOW, THEREFORE, BE IT RESOLVED, that the Corporation is hereby authorized to enter into an Annexation Agreement with the City of Ketchum and bind River Rock and the Corporation in the Annexation Agreement.

RESOLVED FURTHER, that Craig Neilsen and Dave Sellgren are hereby authorized to execute said Annexation Agreement on behalf of the Corporation.

DATED: August 15, 1985

Craig Neilsen
Dave M. Sellgren

Attachment G:
1985 Bigwood Development Agreement

BIGWOOD

ANNEXATION, SERVICES AND DEVELOPMENT AGREEMENT

THIS AGREEMENT, entered into this 15th day of August, 1985, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation (hereinafter "Ketchum"), and RIVER ROCK, LTD., a Nevada limited partnership (hereinafter referred to as "Bigwood").

R E C I T A L S:

This Agreement is predicated upon the following facts:

1. Ketchum is a municipal corporation having all powers granted municipalities among which are the power to contract (Idaho Code Section 50-301), power to annex (Idaho Code Section 50-222), and power to approve planned unit developments, special uses and subdivisions for the benefit of its citizens (Idaho Code Sections 67-6512 and 6515).

2. River Rock, Ltd. is a Nevada limited partnership duly qualified to do business in the State of Idaho and owns a tract of land, a portion of which is within and a portion adjacent and contiguous to the northerly City boundary of Ketchum, more particularly described in Exhibit A attached hereto and made a part hereof (hereinafter the "Property"), on which Bigwood proposes a planned unit development (PUD) contingent upon annexation by Ketchum. Neilsen-Monroe,

207
351.12
FEE'S
CLERK
DEPUTY
85 SEP 18 AM 1:44
Agreement

BLANK

See back with

266738

Inc., an Idaho corporation, is the managing general partner of River Rock, Ltd. and in that capacity has the authority to execute this Agreement on behalf of River Rock, Ltd.

3. The predecessor owner of the Property, Sprenger Land Investment, Inc. (hereinafter "Sprenger"), entered into an agreement with Ketchum which was embodied in Resolution Number 92 adopted by Ketchum on December 17, 1969. Pursuant to Resolution Number 92, Sprenger and Ketchum sought to provide for a general plan for development of approximately 707 acres of land located north of Ketchum. There have been numerous changes in Ketchum, the surrounding area, local economy, and in the ownership and the actual and proposed development of the land previously owned by Sprenger. Consequently, Ketchum and Bigwood cannot agree upon their respective rights and obligations under Resolution Number 92.

4. On March 16, 1982, Bigwood filed a Complaint in the District Court for the Fifth Judicial District, Blaine County, Idaho, Case Number 11331, entitled River Rock, Ltd., a Nevada limited partnership dba Bigwood v. City of Ketchum, an Idaho municipal corporation, and John Does I-X (hereinafter referred to as "Lawsuit"), seeking adjudication of the issues raised therein. The pleadings filed in said Lawsuit are hereby incorporated by reference.

5. Since the filing of the Lawsuit, the Bigwood PUD

Development Plan has been significantly revised by Bigwood to respond to the concerns of Bigwood, surrounding landowners and the legitimate concerns of Ketchum and has required additional review, information and legally noticed public hearings prior to final action thereon by the Ketchum City Council. On January 20, 1984, Bigwood filed the following with Ketchum: Request for Annexation of the Property and Zoning upon Annexation into the City of Ketchum, Idaho, and contingent upon annexation an Application for PUD - Conditional Use Permit, and Applications for Preliminary Plat approval. As part of Ketchum's consideration of the above referenced applications, Ketchum, in accordance with Section 67-6525, Idaho Code, considered the zoning for the Property upon annexation so that Ketchum's review of all applications affecting the use of the Property are reviewed in an integrated manner, consistent with the Ketchum Ordinances and Comprehensive Plan. Ketchum has held lawfully required public hearings and meetings for consideration of said annexation and applications contingent thereupon.

6. If the Property is developed under the regulations of Ketchum, the effect of such development would be beneficial to public health, safety and welfare of the City, its environs, and Bigwood.

7. The City and Bigwood enter this Agreement for the

purpose of establishing certain rights and obligations of the parties with regard to annexation of the Property and development of the Bigwood PUD Development Plan, including, but not limited to, the sequence and timing of development, construction of necessary improvements, requiring on-site and off-site improvements, and minimizing the fiscal impact of the annexation and development upon the City to protect and promote the general health, safety and welfare of the citizens of Ketchum and future residents of Bigwood.

8. Development of the Property in accordance with the Bigwood PUD Development Plan will create and impose upon Ketchum substantial burdens for additional facilities, improvements and services particularly attributable to the annexation and the proposed development of the Property. Bigwood and Ketchum desire to agree upon and to mitigate the adverse impacts of its development and pay the costs of certain impacts particularly associated with and attributable to annexation and proposed development of the Property including, but not limited to, on-site and off-site water, sewer, fire protection, streets, transportation and general service impacts.

9. It is in the best interests of Ketchum and Bigwood, the health, safety and welfare of the people of Ketchum and Bigwood to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, and in order to provide for orderly annexation and development of the Property, the parties hereto agree as follows:

1. DEFINITIONS AND GENERAL RESTRICTIONS. Throughout this Agreement, the following terms will be defined and certain restrictions and covenants are hereby placed upon the areas so defined, as follows:

1.1 The Property. This shall mean the real property described in Exhibit A, attached hereto and made a part hereof by reference, upon which Bigwood proposed the planned unit development. This description includes a parcel of property previously owned by Dr. Gwinner and purchased by Bigwood which is hereby included as part of the PUD Development Plan dedicated to golf course and open space use.

1.2 PUD Development Plan. Bigwood shall develop the Property in accordance with the Bigwood Planned Unit Development Plan (hereinafter referred to as the "PUD Development Plan") consisting of the General Development Plan of one (1) page, a copy of which is attached hereto and made a part hereof by reference as Exhibit B, and the Bigwood PUD Large Block Preliminary Subdivision Plat, consisting of five (5) pages attached hereto and made a part

hereof by reference as Exhibit C, and the Bigwood PUD - Conditional Use Permit (hereinafter referred to as the "PUD - Conditional Use Permit") for the Bigwood PUD, which upon issuance by Ketchum shall be incorporated herein by reference. The provisions, terms, conditions and requirements contained in the various Exhibits comprising the PUD Development Plan shall be cumulative.

1.3 Large Block. This shall refer to the Large Block of the PUD Large Block Subdivision plat (Exhibit C) designated by the number assigned thereto.

1.4 General Restrictions. The twenty-one (21) Large Blocks of the PUD Preliminary Large Block Subdivision plat of the PUD Development Plan are further defined and certain restrictions and covenants placed thereon as follows:

(a) Large Block Number 1 and Large Block Number 10 (hereinafter collectively referred to as "Large Block Number 1") shall be comprised of a maximum of eight (8) single family residential lots according to the preliminary plat of the resubdivision of Large Block Number 1, a copy of which is attached hereto and incorporated herein as Exhibit D. No further subdivision of said lots shall be permitted.

(b) Large Block Number 2 shall be comprised of a maximum of nine (9) single family residential lots,

according to the preliminary plat of the resubdivision of Large Block Number 2, a copy of which is attached hereto and made a part hereof by reference as Exhibit E. No further subdivision of said lots shall be permitted.

(c) Large Block Number 3 shall be comprised of a maximum of eight (8) single family residential lots. No further subdivision of said lots shall be permitted.

(d) Large Block Number 4 shall be comprised of a maximum of seventeen (17) single family residential lots. No further subdivision of said lots shall be permitted.

(e) Large Block Number 5 shall be comprised of a maximum of eleven (11) single family residential lots. No further subdivision of said lots shall be permitted.

(f) Large Block Number 6 shall be comprised of a maximum of eight (8) single family residential lots. No further subdivision of said lots shall be permitted.

(g) Large Block Number 7 shall contain a maximum of one hundred thirty-eight (138) multiple dwelling units in four eight plex structures and five chevron clusters as shown on the PUD Development Plan with a maximum total building foot print and total building square footage for each as set forth in Exhibit F, attached hereto and made a part hereof by reference. The location, final building

design and landscaping thereof shall be subject to the design review regulations of Ketchum in effect at the date of application therefore and in substantial conformance with the PUD Development Plan and consistent with the provisions of this Agreement. Bigwood shall construct and maintain year around emergency vehicle access lane from the cul de sac at the south end of Large Block Number 7 south to Saddle Road and the design thereof shall be approved by Ketchum. Bigwood shall construct same prior to the issuance of the first building permit for any structure within said large block. Said emergency access shall be closed to through traffic at its access point at Saddle Road and Ketchum shall have the right to erect a barrier on said emergency lane if determined necessary by Ketchum. No further subdivision, except condominiumization, of said large block shall be permitted.

(h) Large Lot Number 8 shall be comprised of seven (7) residential duplex lots according to the preliminary plat of the resubdivision of Large Block Number 8, a copy of which is attached hereto and made a part hereof by reference as Exhibit G. Development of this parcel may be served by Ketchum Spring Water Supply Company, Inc. if such service can provide the requirements for domestic and fire flows under a utility plan to be approved by Ketchum prior

to construction thereof and final plat approval of said resubdivision plat. No further subdivision, except condominiumization, of said lots shall be permitted. The site grading of these lots shall be done by Bigwood prior to final plat approval of Large Block Number 8 in accordance with a plan to be approved by Ketchum.

(i) Large Blocks Number 11 through 15 and 20 shall comprise, and are hereby dedicated to open space in perpetuity and expansion at the existing golf course. Any portion of said large blocks not used as a golf course shall remain open space with no improvements constructed thereon except as set forth in this Agreement. These large blocks shall not be subdivided.

(j) Large Blocks Number 16 through 18 and 21 shall be dedicated to open space in perpetuity. No improvements shall be constructed thereon except as set forth in this Agreement. A blanket easement for the location and use of public pedestrian, equestrian and cross-country ski trail easements shall be granted thereover by Bigwood to Ketchum upon execution of this Agreement. No further subdivision of said large block shall be permitted.

(k) Large Block Number 19 shall be the block upon which Bigwood shall construct the Bigwood Recreation Center building and related uses as set forth in this

Agreement. The final design and landscaping thereof shall be subject to the design review regulations of Ketchum in effect at the date of application therefore. No further subdivision of said block shall be permitted.

(1) Large Block Number 9 shall be a single residential lot. The location of the building envelope outside the Avalanche Zone and the twenty-five percent slope line together with the final location and design of the access road thereto and drainage plan shall be subject to approval by Ketchum prior to final plat approval of the Large Block Subdivision plat. The existing access easement to said Property across property owned by the United States Department of Interior, Bureau of Land Management (BLM) shall be vacated by Ketchum upon request of Bigwood once Bigwood has received a new easement from the BLM which permits construction of a driveway to said lot which is approved by Ketchum prior to final plat approval of the Large Block Subdivision plat. No further subdivision of said large block shall be permitted.

(m) All lots within each developable large block shall have a building envelope with driveways accessible thereto at grades of not more than seven percent (7%) with minimum cuts and fills except as otherwise approved by Ketchum in conformance with Fire Department requirements.

(n) The total permitted density of the Property shall be no greater than the 216 dwelling units as shown on the PUD Development Plan irrespective of the underlying zoning designations placed upon the Property. All density and development rights of Large Blocks Number 1 through 21 of the PUD Development Plan have been transferred to Large Blocks Number 1 through 8. No further dwelling units shall be constructed on or transferred to the Property or any portion thereof.

1.5 Ketchum Subdivision Ordinance. This shall refer to Ketchum Subdivision Ordinance Number 316 and all amendments thereto and all subsequently adopted subdivision ordinance(s).

1.6 Ketchum Zoning Ordinance. This shall refer to Ketchum Ordinance Number 208 and all amendments thereto and all subsequently adopted zoning ordinance(s).

1.7 Comprehensive Plan. This shall refer to that Plan adopted by Ketchum on April 8, 1983 and all amendments thereto and all subsequently adopted comprehensive plan(s).

1.8 Ketchum. This shall mean the City of Ketchum, Idaho, a municipal corporation, acting by and through its elected City Council.

1.9 Start of Combustible Construction. This shall mean commencement of construction using any combust-

ible materials.

1.10 Upon Execution of This Agreement. This shall mean within thirty (30) days of passage of a resolution by Ketchum authorizing the Mayor to execute this Agreement and prior to passage of an ordinance of Ketchum annexing the property described in Exhibit H.

2. SEQUENCE OF DEVELOPMENT. Bigwood shall first obtain the final approval of and record the PUD Large Block Subdivision plat pursuant to Paragraph 7 hereinafter. Thereafter, Bigwood shall obtain final plat approval of the resubdivision of Large Block Number 1. Thereafter, Bigwood shall obtain final plat approval of and record Large Blocks Number 2 and 8 in whichever order Bigwood elects. Thereafter, Bigwood shall obtain preliminary and final plat approval and record the resubdivision of Large Block Number 3. Thereafter, Bigwood shall obtain preliminary and final plat approval and record the resubdivisions of Large Blocks Number 4 and 5 in whichever order Bigwood elects. Thereafter, Bigwood shall obtain preliminary and final plat approval and record the resubdivision of Large Block Number 6. Thereafter, Bigwood shall develop the buildings on Large Blocks Number 7 and 19. Bigwood may develop Large Block Number 7 earlier provided that Bigwood, upon prior written approval thereof by Ketchum, constructs all improvements and

65
135

performs all other obligations required for final platting of Large Blocks Number 1 through 7 under the terms and conditions of this Agreement, except as may be modified by Ketchum in said approval. Development shall occur in such a fashion that the character and aesthetic value of the Bigwood PUD is maintained at all times. Each phase shall contain all the necessary elements and improvements to exist independently from proposed future phases. No portion of the Property shall be developed except as set forth in the PUD Development Plan and this Agreement. After recordation with the Office of the Blaine County Recorder of the PUD Large Block Subdivision plat, Bigwood shall have five (5) years to complete development of Large Blocks Number 1 through 6 and 8 thereof. Thereafter, Bigwood shall have an additional ten (10) years to complete development of Large Block Number 7. Bigwood may request from Ketchum extension of the development completion schedule as herein provided which shall not be unreasonably denied by Ketchum. In the event Bigwood does not comply with either portion of this development schedule, then Ketchum shall have the right to review the PUD - Conditional Use Permit and PUD Development Plan and require such changes which are found necessary due to the ordinances, laws and standards then in effect or changed conditions. The PUD - Conditional Use Permit may be

amended accordingly by Ketchum.

3. CONSENT TO ANNEXATION AND DE-ANNEXATION. Bigwood hereby irrevocably consents to the annexation by Ketchum of the property described in Exhibit H. Furthermore, Bigwood hereby irrevocably consents to the de-annexation of said property in accordance with this Agreement. In the event Bigwood fails, neglects or refuses to fulfill the obligations required by it "upon execution of this Agreement" (as defined in this Agreement) or to obtain final approval of or record the PUD Large Block Subdivision plat (pursuant to Paragraph 7 of this Agreement) or comply with Paragraph 23 of this Agreement, or otherwise defaults under this Agreement (pursuant to Paragraph 13 of this Agreement), then Ketchum may de-annex the Property. Upon de-annexation, the PUD - Conditional Use Permit, any approvals of subdivision plats and this Agreement may be voided ab initio by Ketchum. In the event of de-annexation of said property, Ketchum shall deed its interests in the golf course back to Bigwood.

4. IMPROVEMENTS, AMENITIES, FACILITIES, SERVICES AND FEES. Bigwood shall engineer, construct, and otherwise provide, at its sole expense, the following improvements, amenities, facilities and services, public and private, in accordance with the PUD Development Plan and this Agreement. Furthermore, Bigwood shall pay to Ketchum certain fees as herein

provided. These obligations of Bigwood are to mitigate certain adverse impacts which the parties hereby mutually recognize and agree are created by and particularly attributable to the annexation of the Property and development of the Bigwood Planned Unit Development and as part of the compromise and settlement of the Lawsuit as provided for in Paragraph 20 hereinafter. Bigwood requests water and sewer service from Ketchum by extension of the municipal water system and sewerage system. All utilities, including water, sewer, gas and electric, shall be installed underground within the street rights of way prior to completion of the construction of the roads. All improvements shall be constructed in accordance with the PUD Development Plan and the rules, regulations and standards of Ketchum in effect at the time of construction. Bigwood shall install all improvements for the resubdivision or development of each Large Block in accordance with this Agreement prior to subsequent resubdivision or development of subsequent Large Blocks as set forth in Paragraph 2 hereinabove. Detailed engineering construction drawings and specifications for construction of the water and sewer system improvements and streets and public easement improvements shall be prepared by Bigwood and approved by Ketchum prior to construction. Prior to acceptance of said improvements by resolution, Ketchum shall

inspect and approve same and Bigwood shall provide Ketchum with "as built" drawings of each. Bigwood hereby warrants that the "as built drawings" are true and correct and Bigwood shall be liable and hold Ketchum harmless for any damage which may result from errors in said drawings after acceptance by Ketchum of said utilities. Bigwood hereby warrants each of said utilities and streets for two (2) years from acceptance thereof by Ketchum.

4.1 Streets. Bigwood shall provide, at its sole expense, the following street and public easement improvements:

(a) All public streets, easements, emergency lanes and other public ways and related improvements shall be constructed by Bigwood for each phase of development in accordance with the PUD Development Plan and this Agreement prior to final plat approval of the resubdivision of each Large Block. Minor adjustments in the final alignment of the public streets and easements as shown on the PUD Development Plan may be made by Ketchum on a phase by phase basis in accordance with this Agreement. Prior to approval of the final plat of the resubdivision of Large Block Number 3, Bigwood shall construct North Bigwood Drive and Clubhouse Road with an all weather surface road and construct the looped water and sewer lines therein. Prior to final plat

approval of the resubdivision of Large Block Number 4 or 5, whichever shall occur first, construction and paving of said streets shall be completed by Bigwood. Upon execution of this Agreement, the title to the real property of North Bigwood Drive, South Bigwood Drive, Clubhouse Road and River Rock Road and all easements shown on the PUD Development Plan shall be irrevocably offered for dedication by Bigwood to Ketchum. The offer of street dedications shall be made by Bigwood by warranty deed free of liens and encumbrances, except as specifically waived in writing by Ketchum. Ketchum may accept dedications at any time thereafter at its discretion and acceptance thereof by Ketchum shall not relieve Bigwood of its obligations to construct improvements thereon as required by the PUD Development Plan and this Agreement. Bigwood shall obtain title insurance, at its sole expense, on those dedications prior to offering for dedication. All public easements shown on the preliminary plat of the resubdivision of Large Block Number 1 (Exhibit D) shall be granted by Bigwood to Ketchum upon execution of this Agreement. All street light construction and landscaping and revegetation of the street rights of way shall be done by Bigwood as part of the construction of said streets for each phase of the project as set forth in this Agreement.

(b) All required improvements of public

easements shall be designed and constructed by Bigwood in accordance with the standards contained in the "Bikeway and Path Standards for Blaine County Recreation District" by Insight, Inc., dated October 1980, incorporated herein by reference, except those set forth in numbered paragraphs 4, 6, 7, 8 and 9 of the "Bigwood P.U.D. Paths, Recommendations of the Blaine County Recreation District" dated April 23, 1984, (incorporated herein by reference) which shall be constructed and maintained in accordance therewith. In the event that additional rights-of-way are necessary to meet said standards, Bigwood shall dedicate same to Ketchum. Prior to final plat approval of the resubdivision of Large Block Number 1, Bigwood shall construct the public bicycle path and other public easements therein.

(c) Ketchum shall acquire the real property by negotiated purchase or eminent domain proceedings for construction of the Saddle Road Extension with a one hundred foot wide right of way in accordance with the plan as shown in Figure 10, Alternative No. 2 of "Traffic Engineering Study - Saddle Road Extension State Highway 75 to Warm Springs Road", July 1983, prepared by Bell-Walker Engineers, Inc., incorporated herein by reference, together with the real property lying adjacent and between said right of way east to Venable Lane. Bigwood shall pay as an annexation

impact fee and as part of the compromise and settlement of the Lawsuit as provided in Paragraph 20 hereinafter the purchase price or all damages for condemnation and other related costs incurred by Ketchum in acquiring or condemning said real property of approximately one and one-half acres in size. Prior to annexation, Bigwood shall secure performance of its obligation hereunder and shall provide Ketchum with a first Deed of Trust in the sum of Three Hundred Thousand and no/100 Dollars (\$300,000.00) on the real property described in Exhibit N, attached hereto and made a part hereof by reference. Bigwood shall pay to Ketchum all the proceeds from the sale of each portion of said property up to the full amount due hereunder. Ketchum shall have the right to foreclose said Deed of Trust if Bigwood does not pay to Ketchum said sum toward its obligation hereunder within twelve (12) months of the date of execution of this Agreement. Bigwood shall pay any sums due above the amount received under said Deed of Trust within thirty (30) days of mailing written notice thereof by Ketchum to Bigwood. In acquiring said real property, Ketchum does not assume any obligations as may exist between Bigwood, Neilsen-Monroe, Inc., or Sprenger Land Investment, Inc., and the Oregon Short Line Railroad Company, Union Pacific Railroad Company, Upland Industries, Inc., or any

other party with regard to the location or construction of said street, any utilities or otherwise. Ketchum plans to construct the Connector Road in phases as budgeting and funding permit. In the event Ketchum acquires the real property for construction of said Saddle Road connector other than by purchase or eminent domain, then Bigwood shall construct said Connector Road within one (1) year from the date of such acquisition.

(d) Bigwood shall construct turn lanes along State Highway 75 at the locations and of a design to be approved by Ketchum prior to and as a condition of final plat approval of the resubdivision of Large Block Number 4 or 5, whichever shall occur first, of the PUD Large Block Subdivision plat. The final location of the turnouts shall be approved by the agencies of the State of Idaho having jurisdiction thereover.

(e) Upon execution of this Agreement, Bigwood shall dedicate to Ketchum that portion of Saddle Road adjacent to the Property to a minimum width of eighty (80) feet. In addition, Bigwood shall construct improvements to said public street and at its intersection with State Highway 75 in conformance with a design and construction specifications to be approved by Ketchum prior to final plat approval of the PUD Large Block Subdivision plat. Those

improvements shall include widening, lengthening and otherwise improving the intersection of Saddle Road and State Highway 75 to correspond to the improvements made by Northwood on the west side of said intersection and widening the remaining portion of Saddle Road dedicated by Bigwood to a maximum of forty (40) feet of paving width.

4.2 Landscaping and Street Lighting. Bigwood, at its sole expense, shall landscape Large Block Number 21 in accordance with the PUD Development Plan and a landscaping plan to be approved by Ketchum prior to final plat approval of the resubdivision of Large Block Number 4 or 5, whichever is earlier. Similarly, Bigwood shall install landscaping and related improvements for Large Block Number 7 and for Large Block Number 19 in accordance with a landscaping plan to be approved by Ketchum prior to design review approval of the first building to be constructed therein. The landscaping shall be installed in each large block of the PUD Large Block Subdivision plat as the same is developed.

4.3 Water System Improvements. Bigwood shall engineer and construct, at its sole expense, all improvements and additions to the municipal water system as set forth herein and provide the required water flows for domestic and fire flow purposes to each phase of development subject to Paragraph 4.3(f) hereof, which as a minimum shall

include the following:

(a) Water Distribution System. The municipal water distribution system of Ketchum shall be extended by Bigwood, at its sole expense, to and throughout the Bigwood PUD. All municipal water lines shall be looped upon completion, except the water line within Large Block Number 1, Large Block Number 6 and Large Block Number 9, and in lieu thereof circulation points with dry wells shall be installed by Bigwood according to plans to be approved by Ketchum. Prior to final plat approval of the resubdivision plat of Large Block Number 1, Bigwood shall extend the twelve inch municipal water main from the intersection of State Highway 75 and Saddle Road to serve the resubdivision of Large Block Number 1. Prior to final plat approval of Large Block Number 2, Bigwood shall construct, at its sole expense, an underground water system booster pump station at a location to be designated by Ketchum which shall provide a minimum of 3,000 gallons per minute at no less than 20 p.s.i. through the twelve inch water line to all portions of the Property with an elevation of 5,900 feet above sea level and higher. Said pump station shall be designed by Bigwood to include future installation of pressure reduction valves with bypass lines and valves, which shall be installed as part of the well improvement as set forth in Paragraph 4.3(b) herein-

below. Upon completion of each construction phase of said improvements, Bigwood shall offer same for dedication and portions not accepted shall remain the property and responsibility of Bigwood.

(b) Water Well. Prior to final plat approval of the resubdivision of Large Block Number 4 or 5, whichever shall occur first, Bigwood shall construct a municipal water well and related improvements as herein provided. Bigwood shall drill a six (6) inch test well(s) at the site or sites within the Property designated by J.U.B. Engineers, Inc. and beginning with that shown on the resubdivision plat of Large Lot Number 1. Said test well shall be tested and certified for maximum water flow by J.U.B. Engineers, Inc. of Twin Falls, Idaho. In the event that said test well(s) does not provide a minimum flow of 1,000 gallons per minute, Bigwood shall drill test wells on sites selected by Bigwood and approved by Ketchum until the minimum flow of 1,000 gallons per minute is provided, either by a single well or the aggregate of wells. When the flow as tested above meets the minimum flow requirement of 1,000 gallons per minute, then Bigwood shall contract with J.U.B. Engineers, Inc. or such other engineers as may be approved by Ketchum, to design the vertical drive pump system, pump house chlorination facilities, telemetry and backup power generation for the maximum

water flow of said well or wells up to a maximum flow of 1,000 gallons per minute and Bigwood shall construct said wells and related improvements and connect same to the municipal water system. In the event the test well results indicate that the well(s) will produce more than 1,000 gallons per minute, Bigwood shall notify Ketchum in writing and thereafter, Ketchum shall have the right to elect to increase the capacity of the well(s) up to a maximum of 2,500 gallons per minute. Upon said notification of said election by Ketchum, Bigwood shall design said well and pump system for a maximum flow so elected by Ketchum. Ketchum shall pay the increased construction costs of the pumping facility necessary to increase the flows of said wells above 1,000 gallons per minute as determined by engineering cost estimates obtained by Bigwood and by Ketchum and shall be resolved by mutual agreement between the parties hereto. In the event the parties hereto cannot agree on the amount of the increased costs to be paid by Ketchum as herein set forth, then Bigwood shall place out to bid the well(s) with and without Ketchum's elected increase in size and the amount which Ketchum shall pay shall be the difference between the two lowest bids. After receipt of said bids, Ketchum may elect not to proceed with the size increase and Bigwood shall construct the 1,000 gallon per minute well(s)

as herein provided. Upon certification of flow and designation of the well site(s) by J.U.B. Engineers, Inc., Bigwood shall convey to Ketchum by warranty deed free of liens and encumbrances the well site or sites, and water rights together with access and utility easement(s) thereto. The area of said well site(s) shall be outside of the flood plain and of sufficient size and location to comply with all laws, rules and regulations of the State of Idaho.

Bigwood shall construct said well and related improvements and the pressure reducing valve, by-pass lines and related improvements and connect same to the municipal water system and connect the telemetry to the municipal booster pump well house and dedicate same to Ketchum prior to final approval of the resubdivision of Large Block Number 4 or 5, whichever shall occur first.

(c) Water Tank and Pressure Reduction Station.

In the event the water flows and/or water pressures required to meet the domestic and fire flow requirements as determined by J.U.B. Engineers, Inc. of the ordinances, rules and regulations of Ketchum and the State of Idaho then in effect are not met prior to the time of the start of combustible construction of the first structure within Large Block Number 7 or at any earlier phase of the project, then Bigwood shall construct water system improvements to provide

GS

N. J. S.
148

said required water flows and water pressures as herein set forth. Bigwood may elect to construct another municipal well under the procedures and with Ketchum's election to increase the size of said well as set forth in Paragraph 4.3(b) hereinabove, or elect to construct the water tank and pressure reduction station as herein provided. Irrespective of which election Bigwood shall choose, Bigwood shall construct an access road approved by Ketchum to the water storage tank site. Bigwood shall deed to Ketchum by warranty deed free and clear of liens and encumbrances a water tank site at a location and elevation approved by Ketchum together with water line and access easements prior to final approval of the PUD Large Block Subdivision plat. The water tank site and access road may be relocated at the discretion of Ketchum prior to final approval of the resubdivision of Large Lot Number 6. Prior to final plat approval of the resubdivision of Large Block Number 6, Bigwood shall construct, at its sole expense, a fourteen inch (14") water line within the street right-of-way the length of Telemark Lane and connect same to the water main located within North Bigwood Way. In the event Bigwood shall elect to construct the well, Ketchum shall have the additional right to elect to have Bigwood contribute to Ketchum the cost of construction of said well to Ketchum, which Ketchum shall use to

build a water tank. However, in the event Bigwood elects to construct the water tank, the water tank shall be not less than 300,000 gallons in size and prior to completion of final construction drawings by Bigwood, Bigwood shall notify Ketchum and Ketchum may elect to increase the size of said water tank. If Ketchum makes said election to increase tank size, then Ketchum shall pay the increased cost of construction as determined by engineering cost estimates obtained by Bigwood and by Ketchum. The amount of Ketchum's share shall be limited to the increased costs of constructing the additional storage elected by Ketchum and shall be resolved by agreement between the parties hereto. In the event the parties hereto cannot agree on the increased costs to be paid by Ketchum, then Bigwood shall place out to bid the water tank with and without Ketchum's elected increase in size and the amount which Ketchum shall pay shall be the difference between the two lowest bids. After receipt of said bids, Ketchum may elect not to proceed with the size increase. As part of the water tank construction, Bigwood shall construct an underground pressure reduction system with a by-pass line and booster pump and an access and utility easement thereto at a location determined by Ketchum and dedicate same to Ketchum.

(d) Irrigation Systems and Landscaping Plan.

Bigwood shall construct, at its sole expense, a private landscape and private golf course irrigation system to provide irrigation to all of Large Blocks Number 7, 11, 12, 13, 14, 15, 19, 20 and 21. Bigwood shall have submitted and received approval by Ketchum for said private irrigation plan prior to preliminary plat approval for the resubdivision of Large Block Number 4 or 5, whichever shall occur first. Bigwood hereby warrants that it owns certain decreed water rights that are appurtenant to the Property. Bigwood shall retain all water rights now appurtenant to the Property and convey all said water rights to the owner's association created with regard to the Property. Such water rights shall be used for the benefit of the Property and shall not be severed from the Property.

(e) Water User Fees. Users of said system on the Property shall pay the normal monthly service fees and such other charges, fees, and assessments at the same rate as other equivalent users on the Ketchum municipal water system.

(f) In the event Ketchum is permanently enjoined by Ketchum Spring Water Supply Company, Inc. from extending the municipal water service to Bigwood by final judgement, after all appeals, then Bigwood shall not extend the municipal water distribution system. In the event

Ketchum does not provide water to the Bigwood PUD, Ketchum shall have no obligation or duty to provide water to Bigwood and the parties acknowledge that final approval of the subdivision and/or resubdivision plats or construction or use of structures within the Bigwood PUD may not be permitted until adequate water flows and pressures for domestic and fire flows are provided in accordance with the applicable ordinances, Uniform Fire Code, Uniform Building Code and Ketchum's Water System Ordinances, and laws and regulations of the State of Idaho, then in effect. In the event Ketchum is preliminarily enjoined from providing customer water service to Bigwood, Bigwood may provide the required water flows and pressures for domestic and fire flows for the Bigwood PUD by construction of its own private water system or otherwise in accordance with detailed engineering plans, construction drawings and specifications which shall be approved by Ketchum prior to construction. In the event Ketchum is preliminarily enjoined but not permanently enjoined, any water system improvements constructed and owned by Bigwood shall be dedicated by Bigwood to Ketchum and upon acceptance of all or a portion thereof, the part accepted shall become part of the municipal water system.

4.4 Sewer Improvements. Bigwood shall engineer and construct, at its sole expense, certain sewerage system

improvements, as follows:

(a) Sewer Collection System. The Ketchum sewerage system shall be extended by Bigwood, at its sole expense, throughout the Bigwood PUD with pipelines, pumping facilities, manholes, service stubs to each proposed building lot and other necessary appurtenances in accordance with this Agreement. Prior to final plat approval of Large Block Number 1, Bigwood shall extend the municipal sewer line to serve said subdivision. All said improvements shall be designed and constructed in accordance with construction drawings and specifications subsequently approved by Ketchum and in accordance with the standards of the State of Idaho, Department of Health and Welfare, Division of Environment and Ketchum. The final construction drawings and specifications shall control over the location and design of sewerage system improvements shown on Exhibit C.

(b) Pump Station. In the event any sewer pump station(s) is approved by Ketchum to serve the development or any portion thereof, Bigwood, at its sole expense, shall construct same at a location agreed upon between the parties. Said pump station(s) and the sewer line constructed within River Rock Road of Large Block Number 1 shall not be dedicated by Bigwood to Ketchum and shall remain the property and responsibility of Bigwood.

(c) Dedication. Upon completion by Bigwood and final inspection approval by Ketchum of each phase of the sewer lines and improvements, Bigwood shall offer same for dedication to Ketchum and Ketchum shall accept only those portions as determined by Ketchum and those portions not accepted shall remain the property and responsibility of Bigwood.

(d) Sewer User Fees. All fees, charges and assessments for use of the Ketchum sewer and collection lines shall be at the rate equivalent to such fees, charges and assessments charged to other similar users except as otherwise herein provided.

(e) Sewer Connection Fee. Bigwood shall pay Ketchum a sewer capital improvement fee in the sum of \$3,000.00 for each dwelling unit and each commercial use connected to the sewage system, or the sum due under Ketchum Ordinance Number 360, as amended, whichever is greater. This fee is based on contract as part of the compromise and settlement of the Lawsuit as provided in Paragraph 20 hereinafter. Said fee shall be subject to a cost of living index based upon the Environmental Protection Agency's index of sewer plant construction. The basic index number shall be the index number as of May 1985. The fee shall be increased or decreased by the percentage of the increase or decrease

shown by the index for the month when Bigwood pays same as compared to the basic index as set forth above. The sum so due shall be paid at the time of making application for a building permit for each structure within the project. If said permit is not issued, said fee shall be refunded, but Bigwood shall pay said permit fee at the time of subsequent building permit applications.

(f) Sewer Buy-In Fee. Bigwood shall pay Ketchum a sewer buy-in fee, representing the pro-rata share of the capital improvement to date of the Ketchum Sewage Treatment Plant, in the sum of \$495.00 per unit and for each commercial use and said fee shall be subject to a cost of living index based upon the Environmental Protection Agency's inflation index for the cost of sewage plant construction. The basic index number shall be the index number as of May 1985. The fee shall be increased or decreased by the percentage of the increase or decrease shown by the index for the month when Bigwood pays same as compared to the basic index as set forth above. This fee shall be paid at the time of building permit application for each structure within the project and should said permit not issue, said fee shall be refunded by Ketchum, but Bigwood shall pay said permit fee at the time of subsequent building permit applications.

4.5 Golf Course. Bigwood hereby grants to the public certain rights to the Bigwood Golf Course as set forth in the documents referred to herein. The golf course shall be open and available to the public with a minimum of one-half of the tee off times reserved for the general public and the remainder reserved for Bigwood owners, guests, season pass holders and private memberships, subject to limited special tournament events which shall have priority over both classes of players. Furthermore, Bigwood shall charge the public the same fees and charges as it charges its owners and guests for green fees and memberships. The rights of the public to use the Bigwood Golf Course shall be a covenant running with the land. Upon execution of this Agreement, Bigwood shall convey to Ketchum by warranty deed free and clear of liens and encumbrances, except as may be specifically waived in writing by Ketchum, the real property comprising the existing golf course as set forth in and by execution of the deed attached hereto, made a part hereof and incorporated herein by reference as Exhibit J, together with the land to be set aside for future golf course expansion. Whereupon, Ketchum shall deed same back to Bigwood with certain restrictions on use and the right of reversion to Ketchum as set forth in and by execution of the deed attached hereto, made a part hereof and incorporated herein

by reference as Exhibit K. The property description set forth in Exhibits J and K shall be subsequently amended by the parties to include all real property within all large blocks of the final PUD Large Block Subdivision plat dedicated to golf course use, expansion and open space prior to final approval by Ketchum of said plat. In the event Ketchum shall de-annex the Property as herein provided, then Ketchum shall deed its interest in the golf course back to Bigwood. Bigwood, at its sole expense, may expand the standard size nine (9) hole golf course presently existing on the Property to a standard size eighteen (18) hole golf course in accordance with generally accepted standards and practices of the industry and in accordance with a plan approved by Ketchum. In addition, Bigwood covenants to maintain the existing nine (9) hole golf course as a first rate golf course in accordance with accepted industry standards, except Bigwood may close said golf course for a period of not more than twenty-four (24) consecutive months for construction of the eighteen (18) hole golf course. Since construction of the road required to serve Large Block Number 3, upon resubdivision thereof, will require changes to the existing golf course design, prior to final plat approval of said resubdivision, Bigwood shall obtain approval from Ketchum of a golf course redesign and shall

complete said changes.

4.6 Pedestrian Underpass. In the event Bigwood expands to an eighteen hole golf course, Bigwood shall construct as part of the golf course expansion an underpass under State Highway 75 by the Adams Gulch Road to access that portion of the PUD lying west of State Highway 75. Prior to final plat approval of the resubdivision of Large Block Number 4, Bigwood shall install a golfer/pedestrian crossing across Saddle Road at a location and of a design approved by Ketchum.

4.7 Recreation Center. The recreation center shall be constructed within Large Block Number 19 in accordance with this Agreement and shall include four (4) tennis courts, landscaping, swimming pool, and may include pro shop and golf maintenance facilities, a two bedroom employee housing unit for the manager, a one bedroom employee housing unit for the assistant manager, a community recreation room, a sales and property management area, locker rooms, showers, restroom facilities and additional recreational facilities. Bigwood may also construct a restaurant and bar within the recreation center building, and may construct a separate golf maintenance building upon receiving a conditional use permit therefore in accordance with zoning regulations and requirements then in effect. The final design and land-

scaping shall be subject to the design review regulations of Ketchum in effect at the date of application therefore and the building and all parking areas shall be adequately screened from State Highway 75. Bigwood will cooperate with Ketchum in making the recreation center available to public groups. Construction of the recreation center shall be a required improvement prior to issuance of a building permit for any structure within Large Block Number 7. Upon completion of the recreation center building, Bigwood shall immediately discontinue use of the existing golf clubhouse and remove same and close the existing access road thereto.

4.8 Impact Fees. Bigwood shall pay to Ketchum a general impact fee in the sum of \$2,000.00 per single family lot, per multiple family dwelling unit, and per dwelling unit, and per commercial use developed within the Property. Said impact fee shall be paid for Large Blocks Number 10 and 9 prior to final plat approval of the PUD Large Block Subdivision plat, and for each lot created by the resubdivision of Large Blocks Number 1 through 6 and 8 prior to final plat approval of the resubdivision of each of said large blocks. Said impact fee shall be paid for each dwelling unit constructed on Large Blocks Number 7 and 19 at the time of making application for a building permit therefore. In addition, Bigwood shall pay to Ketchum an additional impact

fee of \$2,175.00 per lot created by the resubdivision of Large Blocks Number 1 through 6 and Block 8, and for Large Blocks Number 10 and 9. Said fee shall be paid at the time of sale of each lot by Bigwood. Said impact fees shall be subject to a cost of living index adjustment to the date paid. Said adjustment shall be based upon the cost of living index as shown by the column for "All Items" in the "Consumers Price Index" for the United States City Average, published monthly in the Monthly Labor Review of the United States Department of Labor, and as also found in the "Economic Indicators" published by the United States Government Printing Office for the Joint Economic Committee by the Council of Economic Advisors. The basic index number shall be the index number as of May 1985. The impact fees herein set forth shall be increased or decreased by the percentage of the increase or decrease shown by the index for the month when Bigwood pays same as compared to the base index as set forth above.

4.9 Transit System Improvements. Prior to the issuance of a building permit for any multiple family dwelling unit within Large Block Number 7 of the PUD Large Block Subdivision plat, Bigwood shall pay to Ketchum the sum of One Hundred Fifty Thousand and no/100 Dollars (\$150,000.00) which Ketchum will use to acquire a transit bus and/or make

other improvements to the public transportation system. This obligation shall be met by Bigwood only if a public transit system is operating within Ketchum. Thereafter, Ketchum will provide for public transportation to the Bigwood project to the extent service levels and adequate funding therefore permit.

4.10 Lewis Street. Upon execution of this Agreement, Bigwood shall convey to Ketchum by quitclaim deed the lands owned by Bigwood adjacent to the existing Lewis Street within the City of Ketchum, Idaho not heretofore deeded by Bigwood to Ketchum and generally described as Section 12, Township 4 North, Range 17 East, Tax Lot 6325, and Section 13, Township 4 North, Range 17 East, Tax Lot 6059.

5. IMPACT MITIGATION AND COVENANT NOT TO SUE. Bigwood, its successors and assigns, hereby agrees to pay all said fees, make all dedications, and construct all improvements as provided for in this Agreement, based upon contract in order to help mitigate the adverse financial impact of annexation of the Property, development thereof and as part of the compromise and settlement of the Lawsuit under Paragraph 20. Bigwood and its successors or assigns in interest to said real property or any portion thereof covenants not to sue and waives any right to rescind payment of said fees or Bigwood's obligation to construct said

improvements or to bring any legal action to challenge same or to seek to recover said fees. Furthermore, Bigwood and Ketchum each hereby acknowledges and agrees that said fees are each a fair and equitable amount voluntarily agreed upon to mitigate the impacts that are specifically attributable to this development of the Bigwood Property and the service demands and adverse impacts which are a direct result of the annexation and development of the Property, and as part of the compromise and settlement of litigation as provided for hereinafter. The parties each hereby acknowledge without same the Bigwood FUD would create adverse impacts and impose a substantial burden upon Ketchum and its residents.

6. NO WAIVER OF BUILDING OR FIRE CODES. This Agreement shall not function as a waiver of any law, ordinance, regulation or rule of Ketchum affecting future development of the Bigwood PUD and the project shall comply with the design review requirements of Ketchum. Furthermore, the Bigwood PUD shall incorporate into the design of the building and construction of the structures certain fire prevention improvements. Regardless of less stringent requirements, Bigwood shall install the following fire prevention improvements in and comply with the following requirements with regard to the construction of all multiple family dwelling units and the recreation center within the Bigwood

PUD, as follows: (a) All shall be sprinklered irrespective of size; (b) all roofs shall be a minimum of Class B non-combustible type construction unless an increased fire rating is required under the Uniform Fire Code, 1982 Edition, or Uniform Building Code, 1982 Edition, or Ketchum Ordinance Number 316; (c) Bigwood shall install a standpipe system separate from the sprinkler piping system in every multiple family structure within the Bigwood PUD, and in compliance with the Uniform Fire Code, 1982 Edition, Section 10.313, during the course of construction; (d) Bigwood shall install in each structure within the project fire detection early alarm system both manual and automatic with point to point zoning which is directly connected to the Ketchum Communication System; and, (e) Bigwood shall provide and construct all weather fire equipment access lanes throughout the project as determined by Ketchum and provide for year around maintenance to keep same free and clear as approved by the Ketchum Fire Chief.

7. PUD LARGE BLOCK SUBDIVISION PLAT APPROVAL. Bigwood shall receive final plat approval of the PUD Large Block Subdivision plat and record same with the Office of the Blaine County Recorder within one hundred twenty (120) days of the date of approval of the PUD - Conditional Use Permit by Ketchum and prior to the final plat approval of the

resubdivision of any large block or issuance of any building permit for development of the Property. Should Bigwood fail or refuse to do so within the time set forth, this Agreement, the PUD - Conditional Use Permit and the preliminary plat approvals may be declared void ab initio by Ketchum and Ketchum may de-annex the Property pursuant to Paragraph 3 hereinabove.

8. CITY APPROVAL. Ketchum shall consider all subsequent applications for development of the Bigwood Planned Unit Development in accordance with the approved PUD Development Plan, PUD - Conditional Use Permit and this Agreement in an efficient and expeditious manner consistent therewith. Nothing contained herein is intended to limit the police powers of Ketchum or its discretion of review of any subsequent application, but in the exercise of its discretion, Ketchum shall act in a manner which is not inconsistent with the approved PUD - Conditional Use Permit and PUD Development Plan and this Agreement. This Agreement does not prevent Ketchum in its preliminary plat and final plat approval of project phases from applying new rules, regulations and policies so long as such rules, regulations and policies are not inconsistent with the approvals already granted Bigwood.

9. FORCE MAJEURE. If either party hereto is delayed

in the performance of any of its obligations hereunder because of inclement weather, labor dispute or strike, civil strife, act of God, actions by the State of Idaho or any of its agencies, the time of performance for completion of such amenity or improvement shall be extended for the same time as lost by the cause hereinabove set forth as determined by Ketchum.

10. AMENDMENT OF AGREEMENT AND CHANGES TO DEVELOPMENT PLAN.

This Agreement shall be amended or cancelled, in whole or in part, only by the mutual consent of the parties, executed in writing and evidenced by amended plats, or PUD Development Plan. Both parties recognize that the site plans, floor plans and elevations of multiple dwelling units of the PUD Development Plan will be refined prior to submission of plans for design review approval and prior to submission of final construction drawings for a building permit. As a part of the design review procedures of each phase, the Planning and Zoning Administrator shall determine whether or not the proposed design is in substantial conformance with the PUD Development Plan and PUD - Conditional Use Permit. Should the Administrator determine that the proposed design change is in substantial conformance, the Design Review Commission shall proceed with its review. Should the Administrator determine that the proposed design change is

not in substantial conformance, the Administrator shall refer the changes to the Ketchum City Council for approval or denial of the proposed change prior to design review consideration. Should the City Council find that such changes substantially change the character or impacts of the project, the Council may remand the proposed change(s) to the Planning and Zoning Commission for review and recommendations as a new application under the procedures of the Planned Unit Development Ordinance Number 382 and Bigwood agrees to comply with those procedures. Such action shall not be deemed a revocation of the PUD - Conditional Use Permit or this Agreement, which shall remain in full force and effect subject to any additional conditions placed upon the permit by Ketchum as a result of said changes. Bigwood shall have the ability to request a determination by the Administrator as to whether a proposed change constitutes a substantial change. The following are agreed to constitute changes which are not substantial in character:

(a) Moving of the location of a building envelope on Large Block Number 7 by twenty (20) feet or less, except no structure shall be moved closer to any exterior lot line.

(b) Any change in materials or textures of the exterior building materials provided the materials substituted are wood, rock, or glass.

(c) Any change in the interior floor plans.

(d) A less than 5% increase in the total overall housing floor area per building.

11. SUPERCEDING PRIOR AGREEMENTS. This Agreement supercedes and extinguishes all prior agreements between the parties with regard to the Property or its development including, but not limited to, Ketchum Resolution Number 92, and all applications or supporting documentation of Bigwood with regard to the Bigwood Planned Unit Development, including, but not limited to, Section 3.5, Development Schedule of Bigwood's Application for a PUD - Conditional Use Permit.

12. GRADING AND FILL. Bigwood shall not grade or fill any portion of the Property without prior written approval of the Ketchum City Council, except such work with regard to golf course Large Blocks Number 11 through 15 which are outside the flood plain and areas with a slope of less than twenty-five percent (25%).

13. DEFAULT AND ENFORCEMENT. In the event of a breach or default of this Agreement, in addition to all remedies at law and equity, this Agreement is enforceable by specific performance by either party, and, in addition, Ketchum may de-annex the Property pursuant to Paragraph 3 hereinabove. Each of the following events, acts, omissions or occurrence

shall constitute a default by Bigwood under this Agreement:

(a) If Bigwood shall fail to perform or permit violation of any covenant, condition, promise, obligation, term, duty or provision contained in this Agreement or in the PUD - Conditional Use Permit.

(b) If Bigwood files a petition in bankruptcy or has a petition for involuntary bankruptcy filed against it.

Upon Ketchum mailing a written Notice of Default to Bigwood by certified mail, return receipt requested, Bigwood shall have thirty (30) days from the date said notice is mailed to cure such default. If such default is not cured within said thirty (30) day period, Ketchum may de-annex the Property and shall have all other rights available to it, in law or equity, to enforce the provisions of this Agreement, which remedies shall be cumulative, and the exercise of one right shall not be deemed to be a waiver of any other rights Ketchum may have.

14. ATTORNEY FEES AND COSTS. If legal action by either party is brought because of breach of this Agreement or to enforce a provision of this Agreement, the prevailing party is entitled to reasonable attorney fees and costs.

15. NOTICES. All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid. Notices

required to be given to Ketchum shall be addressed as follows:

City of Ketchum
P.O. Box 2315
Ketchum, Idaho 83340

Notices required to be given to Bigwood shall be addressed as follows:

River Rock, Ltd.
P.O. Box 452
Twin Falls, Idaho 83303

A party may change the address by giving notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

16. BONDING OF IMPROVEMENTS. Ketchum hereby finds, pursuant to Ketchum Subdivision Ordinance Number 316, if despite Bigwood's good faith efforts, should the advent of winter weather, defined by this Agreement as October 15th, prevent completion of certain improvements within the Bigwood PUD, Ketchum may allow Bigwood to file an irrevocable letter of credit from a local bank in a form approved by Ketchum against which Ketchum may make withdrawals by draft(s) at sight to secure performance and completion of said improvements required prior to approval of the PUD Large Block Subdivision plat. Said letter of credit shall be an amount equal to one hundred fifty percent (150%) of the bona fide estimated cost of said improvements as deter-

mined by Ketchum. Ketchum will permit Bigwood to file such a letter of credit with regard to the improvements for the resubdivision of Large Block Number 1 and Large Block Number 9, and the resubdivision of Large Block Number 2 if final plat approval is requested by Bigwood prior to May 1, 1986.

17. AGREEMENT PART OF BIGWOOD'S PUD APPLICATION AND REQUEST FOR ANNEXATION. This Agreement is intended by Bigwood to be considered by Ketchum as part of Bigwood's Request for Annexation as well as its Application for a PUD - Conditional Use Permit and Subdivision Plats contingent on said annexation. Bigwood acknowledges and intends the City Council to consider and rely upon this Agreement in its review and consideration of said annexation request and contingent applications.

18. AGREEMENT SUBJECT TO. This Agreement shall become effective upon and is subject to annexation of the Property, to approval of the Conditional Use Permit for the Bigwood Planned Unit Development Plan, and to preliminary plat approval of the Large Block Subdivision plat by Ketchum.

19. RELATIONSHIP OF PARTIES. It is understood that the contractual relationship between Ketchum and Bigwood is such that Bigwood is an independent contractor and not the agent, partner, or joint venturer of Ketchum.

20. SETTLEMENT OF LAWSUIT. The Lawsuit entitled River Rock, Ltd., a Nevada limited partnership dba Bigwood v.

City of Ketchum, an Idaho municipal corporation, and John Does I-X, Blaine County Case Number 11331, is hereby fully compromised and settled between the parties hereto and shall be dismissed with prejudice by stipulation of Ketchum and Bigwood. Bigwood and Ketchum shall each bear their own costs and attorney fees. Bigwood hereby waives, releases and covenants not to sue Ketchum with regard to any actions, claims or causes of action which arise out of or in anyway connected to or result from actions, review or consideration of the Bigwood PUD Development Plan, this Agreement or any portion thereof by Ketchum, its officials, officers or employees.

21. RULES OF CONSTRUCTION AND MISCELLANEOUS TERMS. The singular includes the plural; the masculine gender includes the feminine; "shall" is mandatory, "may" is permissive. The captions to paragraphs of this Agreement are for convenience only and shall not be deemed to enlarge, diminish, explain or in any manner affect the meaning of such paragraphs.

22. LIEN OF RECORD. Upon execution of this Agreement, Bigwood shall execute a lien in favor of Ketchum to secure construction of all improvements by Bigwood set forth in this Agreement which shall encumber the Property. A copy of said Lien is attached hereto and made a part hereof as

Exhibit L. Ketchum may consent to subordination of said lien on the Property or any portion thereof to an institutional lender of Bigwood, which consent shall not be unreasonably withheld. However, any such subordination by Ketchum shall not constitute or be deemed a subordination of any right or interest in the Property held by Ketchum under this Agreement or a release or waiver of any obligations of Bigwood under this Agreement. Upon completion of the required improvements for resubdivision or development of each Large Block set forth in this Agreement, Ketchum shall release said Lien on that block.

23. QUALITY OF TITLE, SUBORDINATION AGREEMENTS AND TITLE INSURANCE. Upon execution of this Agreement, Bigwood shall obtain and cause to be recorded with the Office of the Blaine County Recorder valid and binding Subordination Agreements or other necessary documents from each holder of a security interest, lien or encumbrance in the Property subordinating same to this Agreement which would otherwise be prior to this Agreement and the deeds, grants and liens provided for therein. Furthermore, Bigwood shall obtain and deposit with said escrow agent the Amendment to the Lease and Sublease between Bigwood and Alpenrose, Inc. incorporating the terms of this Agreement into said Lease and Sublease. Also, Bigwood shall obtain from Sawtooth Title Company title insurance in the sum of not less than Two Hundred Fifty Thousand and no/100 Dollars

(\$250,000.00) insuring that it holds fee simple title to the Property and that this Agreement is a first lien on the Property described in Exhibit A, free and clear of liens and encumbrances, except as may be specifically waived in writing by Ketchum, as of the date this Agreement is recorded with the Office of the Blaine County Recorder, Hailey, Idaho. Ketchum shall waive as an encumbrance of record the Charging Order recorded as Instrument Number 261171, records of Blaine County, Idaho. Bigwood and Ketchum hereby appoint Sawtooth Title Company of Ketchum, Idaho as escrow agent and closing agent with regard to this Agreement and the parties shall execute escrow instructions consistent herewith. This Agreement shall be held by said escrow agent until all documents required to be executed upon execution of this Agreement are deposited therein and title insurance obtained as herein provided. In the event Bigwood does not provide all the necessary documents to accomplish these conditions within thirty (30) days from the date of the execution of this Agreement, Ketchum shall have the right to void this Agreement. This Agreement shall not be deemed delivered by Ketchum to Bigwood until recorded under this paragraph. Bigwood warrants (except the Sewell Charging Order described above and upon recordation of a Subordination Agreement by First Security Bank subordinating that real estate mortgage recorded as Instrument Number 248917 which shall subordinate said mortgage to this Agreement, except the Lien filed pursuant to Paragraph 22) that with said Subordination Agreements,

Ketchum has a first lien on the Property and that there are no liens or encumbrances superior to Ketchum on the Property, and will defend and hold Ketchum harmless from any and all claims of superior right, title or interest in said real property. All documents to be recorded under this paragraph shall be subject to approval, in writing, by Ketchum prior to recording.

24. BINDING EFFECT AND COVENANTS RUNNING WITH THE LAND.

This Agreement shall inure to the benefit of and be binding upon Ketchum and Bigwood, its successors and assigns. This Agreement shall be a covenant running with the Property and with any portion thereof described in Exhibit A attached hereto and made a part hereof by reference. The words "successors and assigns" as used in this Agreement shall include all successors, assigns, personal representatives, administrators, trustees and holders of a security interest in the Property or any portion thereof or interest therein.

25. SURVIVAL AND NON-MERGER CLAUSE. The terms, conditions and obligations of this Agreement shall survive the execution, delivery and recording of each Deed, Grant and Lien described in or required by this Agreement including, but not limited to, the Golf Course Warranty Deed under Paragraph 4.5, Golf Course Municipal Quitclaim Deed under Paragraph 4.5, Warranty Deed under Paragraph 4.1(a), Grant of Easement under Paragraph 4.1(a), Deed of Trust under Paragraph 4.1(c) and the Lien under Paragraph 22, and the same shall be subject to this Agreement.

26. NO WAIVER. In the event Ketchum or Bigwood does not strictly comply with any of its obligations or duties herein thereby causing a default of this Agreement, or any forbearance of any kind that may be granted or allowed by Bigwood or Ketchum to the other under this Agreement shall not in any manner nor in anywise be deemed or construed or considered as waiving or surrendering any of the conditions or covenants of this Agreement or any subsequent default.

27. RECORDATION. This Agreement including subsequent amendments thereto, together with the PUD - Conditional Use Permit and any of the Exhibits and documents referred to herein may be recorded in the Office of the Blaine County Recorder, Hailey, Idaho by Ketchum and Bigwood shall pay Ketchum the costs of recordation.

28. PARTIAL INVALIDITY. In the event any portion of this Agreement or part thereof shall be determined by any Court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions hereunder, or parts thereof, shall remain in full force and effect, except if any portion of the impact mitigation provisions as set forth in Paragraphs 4, 5, 20 or 23 of this Agreement are declared invalid, void or unenforceable for any reason prior to the issuance of the first building permit for any building within the Bigwood PUD Large Block Number 7, then this

Agreement and the PUD - Conditional Use Permit shall be voidable and the Property may be de-annexed by Ketchum.

29. COMPLETE AGREEMENT. This Agreement constitutes the full and complete Agreement of and between the parties hereto. No representations or warranties made by either party or its officers, employees or agents shall be binding unless contained in this Agreement or subsequent written amendments thereto.

30. EXHIBITS. Attached to this Agreement and made a part of this Agreement by reference are the following Exhibits:

- A - Bigwood Property Description
- B - Bigwood Conceptual General Development Plan - one page
- C - Bigwood PUD Large Block Preliminary Subdivision Plat - five pages
- D - Preliminary Plat of the Resubdivision of Large Block Number 1
- E - Preliminary Plat of the Resubdivision of Large Block Number 2
- F - Maximum Unit Count and Building Square Footage
- G - Preliminary Plat of the Resubdivision of Large Block Number 3
- H - Property Description
- I - Golf Course Property Description
- J - Golf Course Warranty Deed

K - Golf Course Municipal Quitclaim Deed

L - Lien

M - River Rock Resolution

N - Deed of Trust Property Description

31. AUTHORITY TO EXECUTE. Each of the persons executing this Agreement represent and warrant that they have the lawful authority and authorization from their respective entities to execute this Agreement together with all deeds, easements and lien required hereunder for and on behalf of said entity. Neilsen-Monroe, Inc. and its officers, individually, jointly and severally, each represent and warrant that Neilsen-Monroe, Inc has the authority as the managing general partner of River Rock, Ltd., a Nevada limited partnership, to lawfully execute this Agreement and all documents required herein on behalf of River Rock, Ltd. A resolution of the board of directors of Neilsen-Monroe, Inc. evidencing such authority is attached hereto as Exhibit M and made a part hereof by reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in accordance with the laws of the State of Idaho, the date and year first written above.

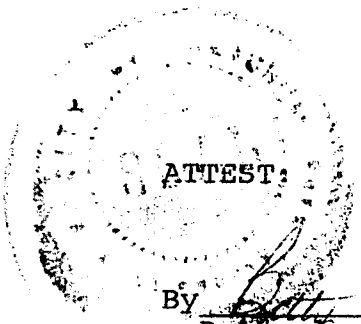
RIVER ROCK, LTD., a Nevada
limited partnership,

BY *David M. Sullivan*
Title: President of
Neilsen-Monroe, Inc., an
Idaho corporation, as
general managing partner
of River Rock, Ltd., a
Nevada limited partnership

By Craig Neilsen
Title: Secretary of
Neilsen-Monroe, Inc., an
Idaho corporation, as
general managing partner
of River Rock, Ltd., a
Nevada limited partnership

CITY OF KETCHUM, IDAHO

By G. N. Seiffert
GERALD N. SEIFFERT
Mayor



By Betty A. Coles
Betty A. Coles
City Clerk

STATE OF IDAHO)
) ss.
County of Blaine)

On this 18th day of August, 1985, before me,
Jane Jacobus, a Notary Public in and for said State,
personally appeared David M. Sellgren,
known or identified to me to be the President of Neilsen-Monroe,
Inc., the managing general partner in the partnership of River
Rock, Ltd., a Nevada limited partnership, and who subscribed
said partnership name to the foregoing instrument, and
acknowledged to me that he lawfully executed the same in said
partnership name.

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

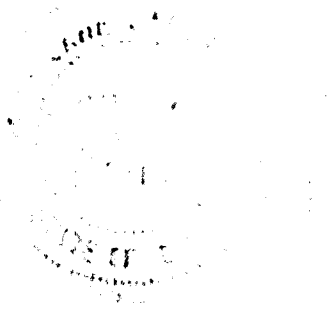
Jane Jacobus
Notary Public
Residing at: Boise, Idaho

STATE OF IDAHO)
) ss.
County of Blaine)

On this 16th day of August, 1985, before me,
Jane Jacobus, a Notary Public in and for said State,
personally appeared Craig Neilson,
known or identified to me to be the Secretary of Neilsen-Monroe,
Inc., the managing general partner in the partnership of River
Rock, Ltd., a Nevada limited partnership, and who subscribed
said partnership name to the foregoing instrument, and acknowledged
to me that he lawfully executed the same in said partnership name.

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

Jane Jacobus
Notary Public
Residing at: Billings Idaho



[Handwritten scribbles]

Attachment H:
3rd Bigwood Development Agreement

ORIGINAL IN FILE

THIRD SUPPLEMENTAL AGREEMENT
TO BIGWOOD ANNEXATION
SERVICES AND DEVELOPMENT AGREEMENT

This Third Supplemental Agreement ("Supplemental Agreement") entered into this 14th day of May, 1999, by and between the City of Ketchum, Idaho, a municipal corporation ("Ketchum") and David M. Sellgren, an unmarried man ("Sellgren"), and Thunder Spring-Wareham, a California limited liability company ("Wareham"), and Bigwood Property Owners Association ("Bigwood Association").

RECITALS:

This Supplemental Agreement is predicated upon the following facts and objectives:

1. Sellgren is the owner of the property commonly known as the Big Wood Golf Course, which is a part of the Bigwood Large Block P.U.D. Subdivision.
2. Bigwood Association is the owner of the Recreation Center located on Large Block 19 of the Bigwood PUD Subdivision and the managing agent of the common area located in the Bigwood P.U.D. Subdivision.
3. Sellgren is the owner of Large Block 12 of the Bigwood P.U.D. Subdivision. Sellgren is also the Lessee of part of the Recreation Center located on Large Block 19.
4. Wareham is the owner of tax lot 4410.
5. Sellgren and Wareham have entered into an agreement under and by virtue of which, among other things, the lot line between Large Block 12 of the Bigwood P.U.D. Subdivision and tax lot 4410 will be shifted approximately 30 feet to the west, the golf clubhouse and related maintenance for the Bigwood golf course will be relocated from Large Block 19 to Large Block 12 of the Bigwood P.U.D. Subdivision, the fire access road will be improved and used for access to the new clubhouse, as well as the Thunder Spring P.U.D. adjacent thereto, and adequate parking will be provided.
6. Sellgren and Bigwood Association have entered into an Agreement whereby the uses of the Recreation Center located in Large Block 19 of the Bigwood P.U.D. Subdivision will be modified pursuant to the terms and conditions approved by the Ketchum City Council on November 16, 1998.
7. The Parties desire to amend and supplement the Bigwood Annexation Services and Development Agreement, dated August 15, 1985, and recorded as Instrument No. 266738 in the office of the Blaine County Recorder as amended by the First

BLAINE CO. REQUEST

OF: David M. Sellgren Agreement 428370

THIRD SUPPLEMENTAL AGREEMENT
TO BIGWOOD ANNEXATION SERVICES
AND DEVELOPMENT AGREEMENT - Page 1
April 22, 1999

'99 JUN 14 PM 2 08

MARSHA RIEKANN, CLERK

FFFS \$ 30.00

[Handwritten signatures and initials]

Supplemental Agreement dated August 1, 1986, and the Second Supplemental Agreement dated November 6, 1987, ("Annexation Agreement") as provided herein to among other things permit Sellgren and Wareham to construct the above mentioned improvements and to limit the uses of the Recreation Center located in Large Block 19 of the Bigwood P.U.D. Subdivision.

8. On October 13, 1997, the Planning and Zoning Commission conditionally approved the proposed amendments and supplementation.
9. On October 20, 1997, the City Council conditionally approved the proposed amendments and supplementation.
10. On November 16, 1998, the City Council clarified and amended its October 20, 1997 decision with respect to the conditions and restrictions placed on the Recreation Center located within Large Block Number 19 and the conditions and restrictions placed on the Golf Clubhouse relocated within Large Block Number 12.

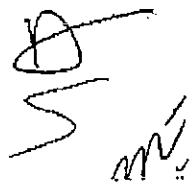
NOW, THEREFORE, in consideration of the City Council's conditions of approval and the promises, covenants and agreements contained herein, the parties covenant and agree as follows:

AMENDMENTS:

The Annexation Agreement is amended and supplemented as follows:

1. The City of Ketchum affirms that Sellgren and the Bigwood Association are not presently in default of said Annexation Agreement and the Bigwood Conditional Use Permit.
2. Paragraph 1.4(i) of the Annexation Agreement is amended by adding the following sentences to the end thereof:

Large Block 12 shall be the Block upon which the golf course clubhouse and related maintenance shall be located. The current fire access road shall be improved to a width of twenty-six (26) feet and to standards established in Ketchum City Ordinance 276, Street Standards. The improved fire access road will be used to access the golf course clubhouse and the Thunder Spring project but shall not be used for access to Large Block 7 of the Bigwood P.U.D and an automatic fire gate approved by the Ketchum Fire Department must be installed at the north end of the fire access road. A parking area shall be constructed that will provide required parking for the golf course clubhouse. A pedestrian/bicycle path shall be constructed pursuant to AASTO standards. All of the above shall comply with the conditions outlined in the October 20, 1997 Council approval and



any subsequent Design Review approvals by the Planning and Zoning Commission. The lot line shall be shifted between Large Block 12 of the Bigwood P.U.D. and Tax Lot 4410 prior to the issuance of a building permit for the Golf Clubhouse. To accomplish the lot line shift a thirty (30) foot easement shall be reserved by Sellgren that restricts in perpetuity the use of said thirty (30) feet to open space or golf course uses for Large Block 12. Sellgren and Wareham shall submit to the City of Ketchum a general Master Plan for the Bigwood Golf Course prior to the issuance of a Certificate of Occupancy for the Golf Clubhouse. The Master Plan must include, but is not necessarily limited to, a conceptual course layout, the location and enclosure of all maintenance and storage equipment, and provision of adequate amenities needed for golf course users. All of the above is subject to Design Review approval by the City of Ketchum.

2. Paragraph 4.5 is amended by the addition of the following:

The City of Ketchum acknowledges and agrees that if the golf course clubhouse and the proposed changes to the layout of the golf course are constructed and maintained in accordance with the City's Design Review approval said improvements shall be in accordance with accepted industry standards for a first rate golf course and will enhance and add to the value of the golf course and therefore the improvements themselves would not trigger the right of reversion held by the City of Ketchum. All future changes to the golf course, however, must be in accordance with accepted industry standards for a first rate golf course.

3. Paragraph 4.7 is amended by adding and striking the following language:

Recreation Center. ~~The recreation center shall be constructed~~ may be maintained within Large Block Number 19 in accordance with this Agreement and shall include up to five (5) four (4) tennis courts, landscaping, and swimming pool. ~~The recreation center may additionally include only the following uses: a tennis pro shop, and may include a pro shop and golf maintenance facilities, a two bedroom employee housing unit for the manager, a one bedroom employee housing unit for the assistant manager, a community recreation room, a sales and property management area, locker rooms, showers, restroom facilities, food and beverage service which shall be limited to the hours of golf course operation, except for Bigwood Property Owners Association uses or functions, and additional recreational facilities.~~ The following accessory uses related to the operation of the golf course may also be maintained in the recreation

Handwritten initials and a large number 5.

~~center, golf teaching center, golf administrative offices and golf outing special events. The kitchen facilities and equipment located within the recreation center shall not be used to provide off golf course catering. Golf course and golf course accessory use parking shall not be allowed on Clubhouse Drive or any other streets in Bigwood PUD and the existing parking on the south side of Clubhouse Drive shall be eliminated and the area resodded. Parking related to food and beverage service and to all golf course uses and to golf course employees shall be limited to the thirty-one (31) stall parking lot south of the recreation center as shown on Exhibit A and no overnight parking shall be allowed in that lot. No golf course maintenance equipment shall be parked overnight or stored on Large Block 19. A maximum of six (6) golf carts may be parked overnight within the golf cart parking area shown on Exhibit A, during the times the golf course is open for play and said golf cart parking area shall be screened aesthetically to a height of at least six (6) feet. Bigwood may also construct a restaurant and bar within the recreation center building, and may construct a separate golf maintenance building upon receiving a conditional use permit therefore in accordance with zoning regulations and requirements then in effect. The final design and landscaping shall be subject to the design review regulations of Ketchum in effect at the date of application therefore and the building and all parking areas shall be adequately screened from State Highway 75. Bigwood will cooperate with Ketchum in making the recreation center available to public groups. Construction of the recreation center shall be a required improvement prior to the issuance of a building permit for any structure within Large Block Number 7. Upon completion of the recreation center building, Bigwood shall immediately discontinue use of the existing golf clubhouse and remove same and close the existing access road thereto.~~

ADDITIONAL PROVISIONS:

1. Each of the parties executing this Agreement represent and warrant that they have the lawful authority and authorization from their respective entities to execute this Third Supplemental Agreement.
2. This Supplemental Agreement is made subject to and shall not effect the rights and obligations of parties other than Sellgren, Bigwood Association, and the City of Ketchum. If any portion of this Supplemental Agreement is held by a court of competent jurisdiction to violate any rights of third parties or result in any modification, waiver, termination, or annulment of any obligations and covenants between any such third party and Ketchum then the provision so declared shall be null and void.



3. This Supplemental Agreement shall inure to the benefit of and be binding upon Sellgren, Bigwood Association, and the City of Ketchum, their successors and assigns and shall be a covenant running with the land.
4. This Agreement is supplemental to and amends said Annexation Agreement. All provisions, terms, conditions, restrictions, and covenants of said Annexation Agreement, except as to the extent hereby specifically amended, shall remain in full force and effect.
5. Nothing contained herein shall be deemed or construed to create any third party beneficiaries.
6. This Agreement may be executed in any number of counter parts, each of which will constitute an original.
7. In the event the Golf Clubhouse is not completed within the time limits approved by the City of Ketchum this Third Supplemental Agreement shall become null and void and the Bigwood Annexation Services and Development Agreement currently in place shall be the governing document for the Bigwood P.U.D.

NOTICES:

All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid. Notices required to be given to Ketchum shall be addressed as follows:

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

Notices required to be given to Wareham shall be addressed as follows:

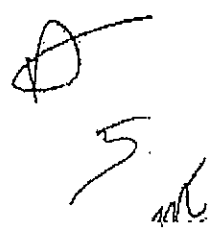
Richard K. Robbins
Thunder Spring - Wareham
1120 Nye Street, Suite 400
San Rafael, CA 94910

Notices required to be given to Sellgren shall be addressed as follows:

David M. Sellgren
P.O. Box 2810
Sun Valley, ID 83353

Notices required to be given to Bigwood Association shall be addressed as follows:

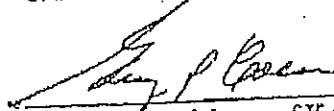
THIRD SUPPLEMENTAL AGREEMENT
TO BIGWOOD ANNEXATION SERVICES
AND DEVELOPMENT AGREEMENT - Page 5
April 22, 1999

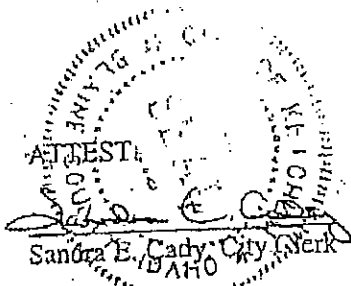


Bigwood Property Owners Association
c/o Premier Resorts
Attn: Bob Nero
P.O. Box 659
Sun Valley, ID 83353

IN WITNESS WHEREOF, the parties herelo have executed this Third Supplemental Agreement in accordance with the laws of the State of Idaho, the date and year first written above.

CITY OF KETCHUM



Guy P. Coles, Mayor of Ketchum


Sandra E. Cady, City Clerk

THUNDER SPRING-WAREHAM

DAVID M. SELLGREN

By: 
Name: Rich Robbins
Title: MANAGER / MEMBER


David M. Sellgren

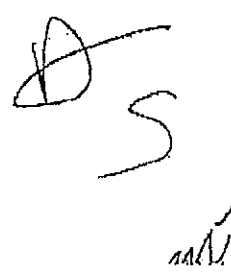
BIGWOOD PROPERTY OWNERS, ASSOC.

By: 
MAURA CAMPBELL, President.

STATE OF IDAHO)
) ss.
County of Blaine)

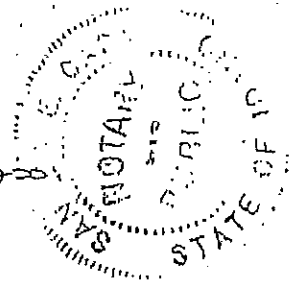
On this 17th day of May, 1999, before me, a Notary Public in and for said State, personally appeared Guy P. Coles, known or identified to me to be the Mayor of the City of Ketchum, Idaho the municipal corporation that executed the within instrument or the person who executed the instrument on behalf of said municipal corporation and acknowledged to me that such municipal corporation executed the same.

THIRD SUPPLEMENTAL AGREEMENT
TO BIGWOOD ANNEXATION SERVICES
AND DEVELOPMENT AGREEMENT - Page 6
April 22, 1999



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

Jordan E. Cooley
Notary Public for Idaho
Residing at Idaho ID
My commission expires 11-25-2000



STATE OF California)
) ss.
County of Marin)

On this 9th day of June, 1999, before me, a Notary Public in and for said State, personally appeared Richard K. Robbins, known or identified to me to be a member of Thunder Spring Wareham, a limited liability company, and the member who executed the instrument on behalf of said company, and acknowledged to me that such company 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.

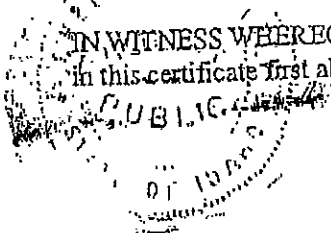


Cassandra F. Gaenger
Notary Public for State of California
Residing at 219 Forbes Avenue, San Rafael, CA
My commission expires 5/3/03

STATE OF IDAHO)
) ss.
County of Blaine)

On this 20th day of May, 1999, before me, a Notary Public in and for said State, personally appeared David M. Sellgren, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

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



Christina A. Roy
Notary Public for Idaho
Residing at Hailey, Idaho
My commission expires 6-6-99

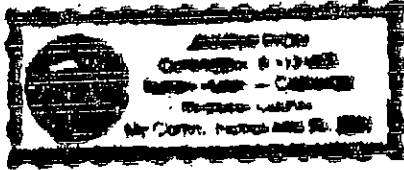
California
STATE OF IDAHO)
) ss.
Riverside
County of Blaine)

THIRD SUPPLEMENTAL AGREEMENT
TO BIGWOOD ANNEXATION SERVICES
AND DEVELOPMENT AGREEMENT - Page 7
April 22, 1999

[Handwritten signature]

On this 10th day of May, 1999, before me, a Notary Public in and for said State, personally appeared HOLLY GIBBS known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

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



Jennifer Ryon
Notary Public for Idaho California
Residing at Palm Desert, CA
My commission expires 3-25-01

#1131465
Jennifer Ryon

A handwritten signature or set of initials, possibly "JR", written in dark ink.

Sun Valley Economic Development
September 2023

Describe any activities taken this month to advance your industry targeting objectives (Objective A)- continued push to engage Sun Valley Co as sponsor of mountain operations vocational program that would improve their pipeline to Blaine Co youth employment; set up of task force working group structure with BC School District and Far & Wise; SV Culinary Class of 2024 started with 5 students from across Idaho, this year's class is ethnically very diverse and heavily dependent on scholarship aid to meet tuition payments; major SVCI fundraiser successfully met target objectives for attendance and contributions

Describe any activities taken this month to advance your business outreach objectives (Objective B) –direct outreach to 25 local business organizations; main business concerns remain lack of local talent/workforce housing; finalizing development of 2022 Economic Profiles for each of 5 cities and the county with city spending data analysis; analytical review of Short Term Rental Markets complete; planning for 3Q Roundtable in Hailey end October; many changes underway in local restaurant community, several large prominent brands from major metro areas exploring purchase opportunities in Ketchum

Describe any activities taken this month to advance your main street and entrepreneurship activities (Objective C) – meeting and presentation with members of the Idaho Technology Council during their board retreat; connected local DOD oriented consultant with experts at INL, ITTC and ISU to discuss potential for siting for armaments production activities in Idaho

Describe any activities taken this month to advance your placemaking objectives (Objective D) – presentation of new Muffy Davis Olympian statue as part of Idaho Women's Athletic Foundation arts program; 3 of 6 sculptures now installed with 3 more planned contingent on funding

Describe any activities taken this month to advance your professional development objectives (Objective E) – took on pro-bono role as campaign director for wife's SV city council election; learned about new Idaho rules regarding election processes and reporting.

Describe any other activities taken this month that fall outside of your workplan objectives-
na



**SUN VALLEY
ECONOMIC
DEVELOPMENT**

Community Roundtable “No Place Like Home”

4Q 2023

The Sage School

THE CHAMBER
HAILEY, THE WOOD RIVER VALLEY

Today's Event



SUN VALLEY ECONOMIC DEVELOPMENT

COMMUNITY ROUNDTABLE

4th Q

TOPICS:
No place like home:
Residential and Retail Markets.

Sun Valley Economic Development Community Roundtable

4:00 to 7:00pm • Tuesday Oct. 24th
The Sage School Barn, Quigley Canyon, Hailey
Data, Drinks & Networking

Food & Drink Sponsored by:

Wood River Sustainability Center



SUN VALLEY CULINARY
INSTITUTE

Agenda for Today

Networking

Welcome / Intros : Guy Cherp, SVED Board Chair & Cox Communication

Roundtable 1: Residence, John Sofro, moderator

Roundtable 2: Rentals, Mike McKenna moderator

Community Updates

Raffle

...More Networking

Residence Unit Roundtable

John Sofro– Sun Valley Properties & Moderator

Grady Burnett– Sun Valley Properties

Jeff Pfaeffle – Strahorn Project Developer

Lisa Horowitz – City of Hailey

Residence Unit Facts

15,417

Total Housing Units

\$876,000

Median Home Price

(36%)

1-Yr Residential
Unit # Sales Decline

43%

% of Homes Seasonally
Occupied or Vacant

735/269

New Residential Units
Approved for Construction/
Restricted

\$39/hr

Required to Maintain 4-Person
Household at Subsistence Level

4/1,804

Future Large-Scale
Housing Development
Projects/Units

SVED Community Roundtable



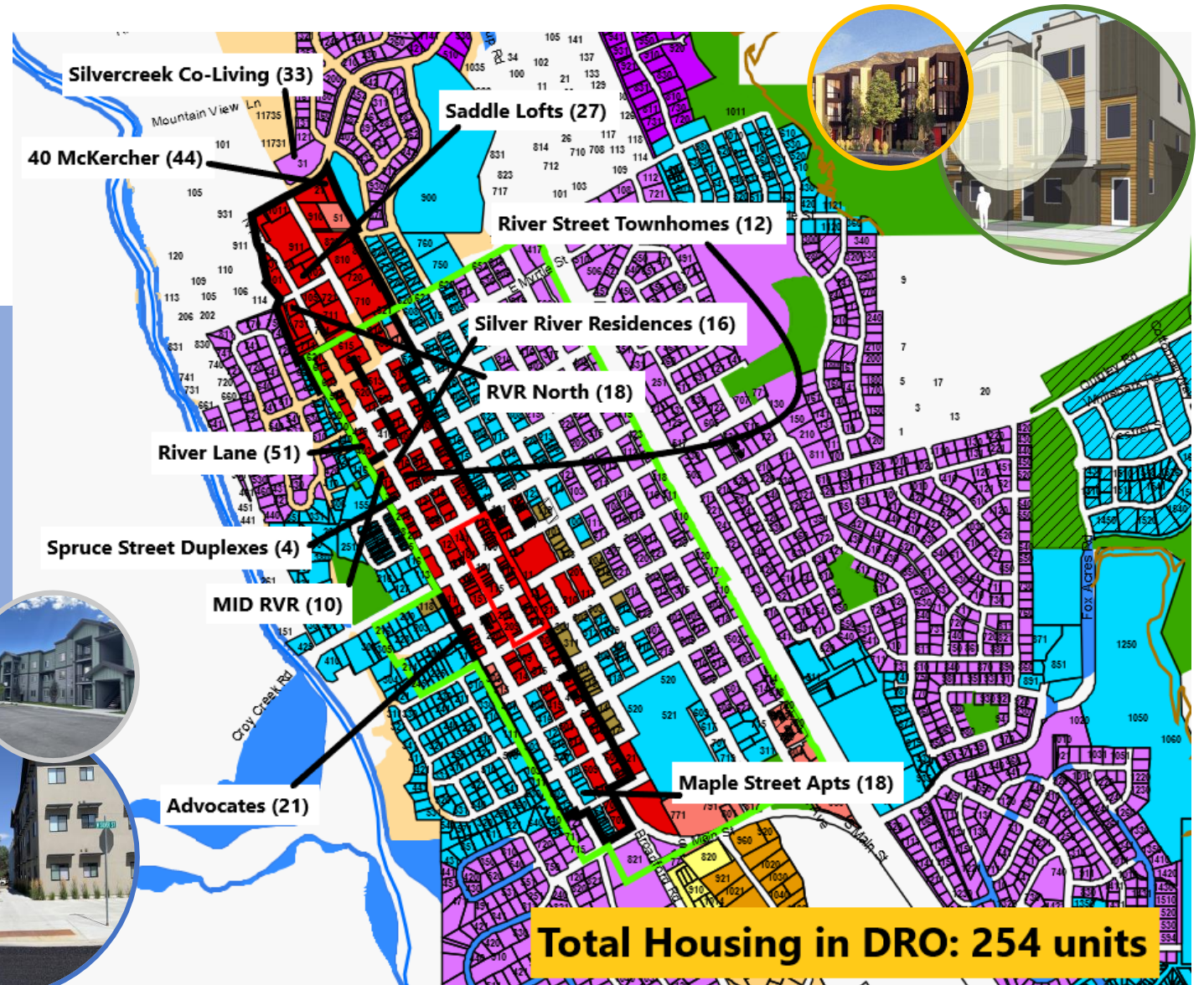
Planning for Housing: Land Use Ordinances

	TEXT AMENDMENT	APPLICABLE ZONING DISTRICT	APPROVAL DATE
COMPLETED	Establishment of Small Residential Overlay (SRO)	Downtown Core: Business	8/7/2017
	Establishment of Downtown Residential Overlay (DRO)	Downtown Core: Business, Limited Business, General Residential	8/13/2017
	Amendment: Timeline Extension for Final Plat Submittal	All Zoning Districts	12/9/2019
	Establishment of Accessory Dwelling Unit Code (ADU)	All Residential Zoning Districts	1/25/2021
	Policy: Seasonal Recreational Vehicle Living	All Zoning Districts	6/28/2021
	Amendment: Reducing Base Setbacks	General Residential	8/9/2021
	Amendment: Lot Coverage Increase for <4,500 sqft Lots	Townsite Overlay: General Residential, Limited Residential	3/14/2022
	Amendment: Planned Unit Development (PUD) Code	All Zoning Districts	5/9/2022
	Establishment of Tiny Homes (adoption of Appendix Q)	All Residential Zoning Districts	5/23/2022
	Policy: RV Occupancy with Active Building Permit	All Zoning Districts	7/11/2022
	Rezone: 525 North 1st Avenue into DRO	Townsite Overlay: General Residential	8/22/2022
	Amendment: Co-Living Dwelling	Limited Business, Business	1/17/2023
	Establishment of Tiny Homes on Wheels (THOW)	All Residential Zoning Districts	2/13/2023
	Rezone: Corners of 1st & Myrtle Avenue into the DRO	Limited Business, General Residential	2/13/2023
Ballot measure: Reallocate 0.5% of 1% for Air Service to Housing		5/2023	
UPCOMING	Establish: Business Owner Housing	Light Industrial	
	Amendment: Reduce Minimum Lot Sizes	All Residential Zoning Districts	
	Amendment: Develop Cottage Unit Standards	All Residential Zoning Districts	
	Developer Incentives in exchange for Community Housing	All Residential Zoning Districts	

Unlocking Housing: Hailey's Most Successful Measures

DRO: Downtown Residential Overlay

- Comprises of new, improved, and/or renovated River & Main Street Developments
- Has resulted in 254 units! About 1/3 of these are deed/rent restricted





Hailey Housing Stock

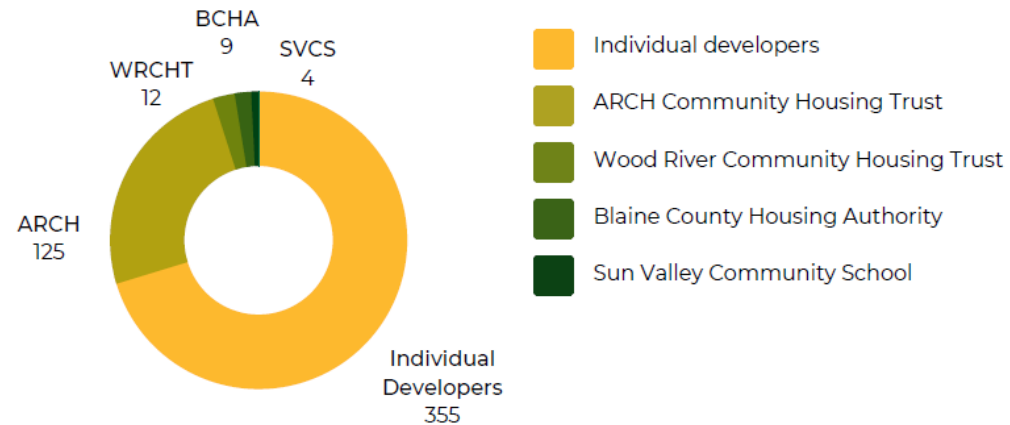
Community Housing Providers in Hailey

While local partners are instrumental in securing private and public funding to create or support community housing in Hailey, a mix of developers currently provide the bulk of Hailey's community housing units.

15% of Hailey's housing market is **community housing**

Housing Makeup: The local housing is a mix of restricted and market rate units

- **3,400** total housing units
- **505** total housing units are deed or rent-restricted



Unlocking Housing: Hailey's Most Successful Measures



ADUs: Accessory Dwelling Units

- Since its inception city-wide (02/2021), Hailey has reviewed/approved approximately 45 ADUs.
- One (1) per lot in conjunction with single-family dwellings (allowed in some commercial districts as well).

THOWs: Tiny Homes on Wheels

- Since its inception city-wide (05/2023), Hailey has reviewed/approved 4 THOWs.
- One (1) per lot in conjunction with single-family dwellings and/or commercial structures.



Overall, each of these Text Amendments address:

- Density & infill development in strategic locations
- Flexibility & convenience for those seeking housing
- New & emerging housing types

Thank you!



Residence Unit Facts

15,417

Total Housing Units

\$876,000

Median Home Price

(36%)

1-Yr Residential
Unit # Sales Decline

43%

% of Housing Units
Homeowner Occupied

735/269

New Residential Units
Approved for Construction/
Restricted

\$39/hr

Required to Maintain 4-Person
Household at Subsistence Level
(ALICE 2021)

4/1,804

Future Large-Scale
Housing Development
Projects/Units

Note: Blaine Co Totals & 2022 unless otherwise indicated

Rental Unit Roundtable

Mike McKenna – The Chamber of Hailey & Moderator

Mark Westman – Alpine Lodging

Ben Varner – ARCH Community Housing Trust

Harry Griffith – Sun Valley Economic Development

Rental Unit Facts

14%

% of Housing Stock
Rented Long Term

2,000

Renter Occupied Units

\$3,000+/mo

Blaine Co. Median
3BR Unit Rent

65%

3-Yr Increase in
Monthly Rent

866

Listed Whole Home
Short Term Rental Units

21%

3-Yr Decline in Number of
Short Term Rental Units

150+/300+

Employer Controlled
Units/Bedrooms



**SUN VALLEY
ECONOMIC
DEVELOPMENT**

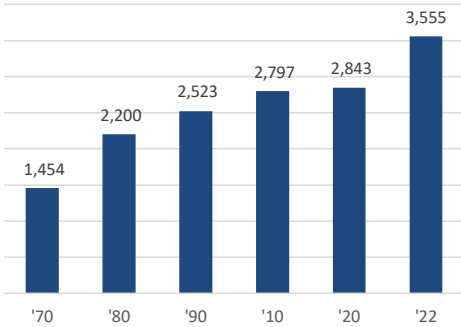
Thanks for Your Support

THE CHAMBER
HAILEY, THE WOOD RIVER VALLEY

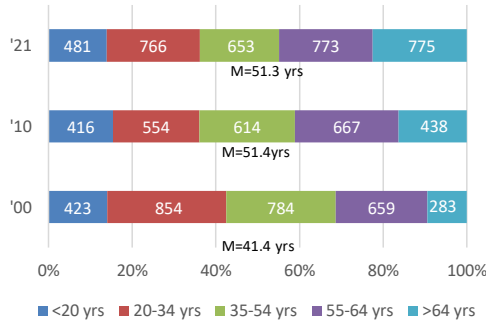


CITY DEMOGRAPHICS

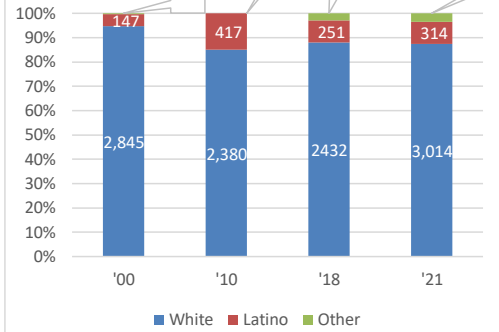
POPULATION



AGE

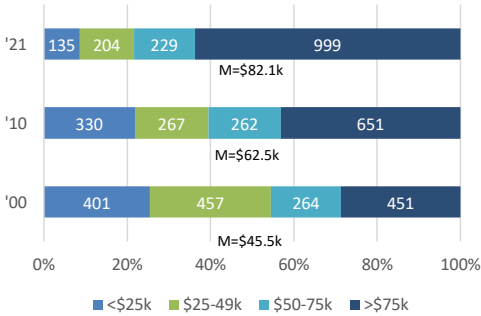


RACE/ETHNICITY

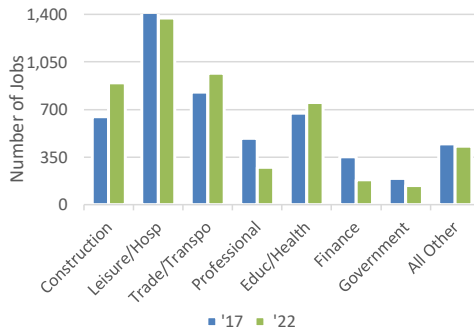


CITY EMPLOYMENT & INCOME

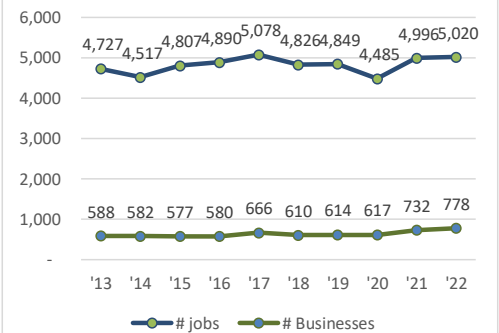
HOUSEHOLD INCOME DISTRIBUTION



JOBS BY INDUSTRY SECTOR

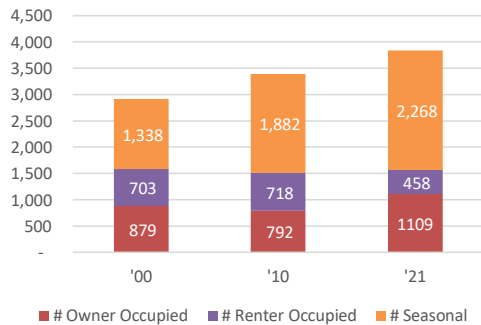


NUMBER OF JOBS AND BUSINESSES

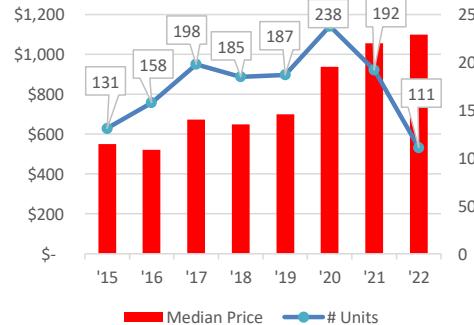


CITY HOUSING STOCK

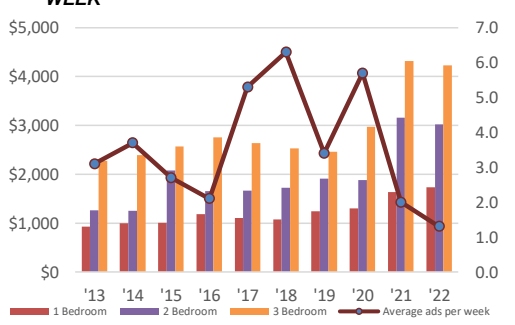
HOUSING STOCK UTILIZATION (# units)



SINGLE FAMILY/CONDO SALES (\$000)

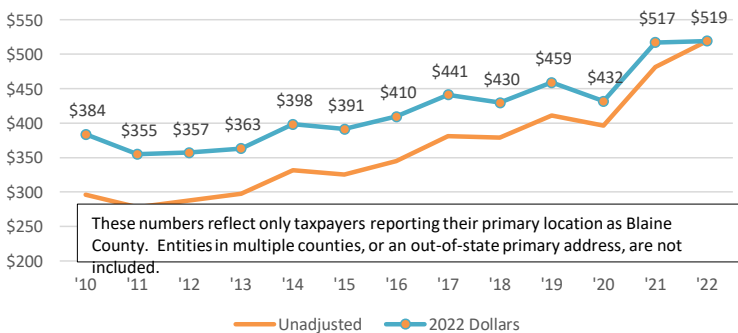


MONTHLY AVERAGE RENT & ADS PER WEEK

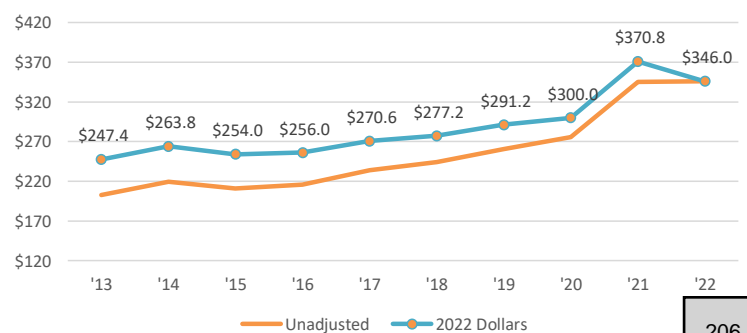


CITY BUSINESS ACTIVITY

TOTAL REPORTED SALES (\$M)

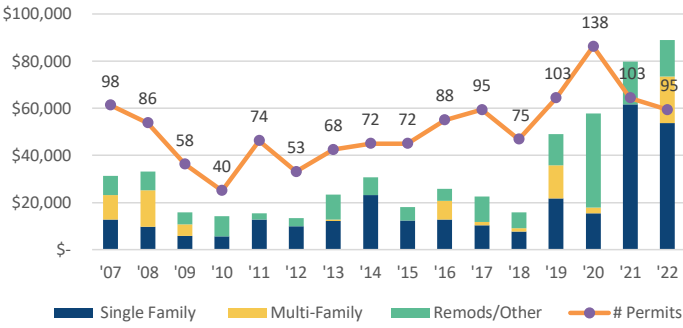


TOTAL REPORTED WAGES (\$M)

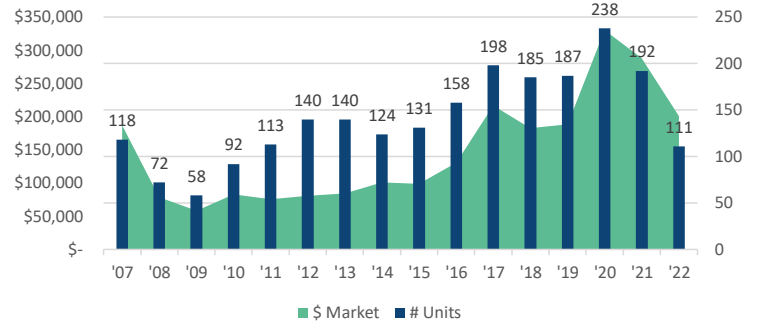


CITY RESIDENTIAL ACTIVITY

RESIDENTIAL BUILDING PERMITS (\$000)

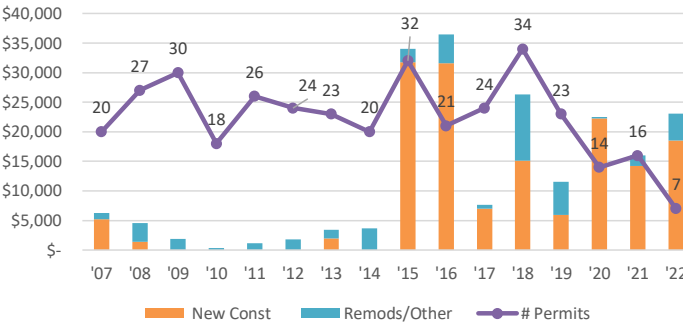


RESIDENTIAL SALES TRANSACTIONS (\$000)

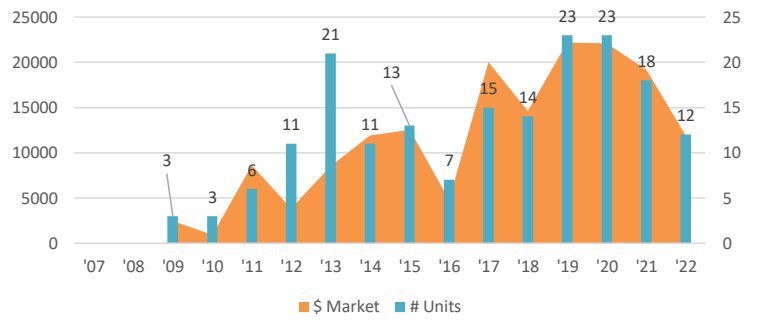


CITY COMMERCIAL ACTIVITY

COMMERCIAL BUILDING PERMITS (\$000)

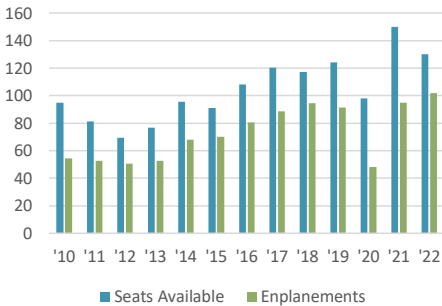


COMMERCIAL SALES TRANSACTIONS (\$000)

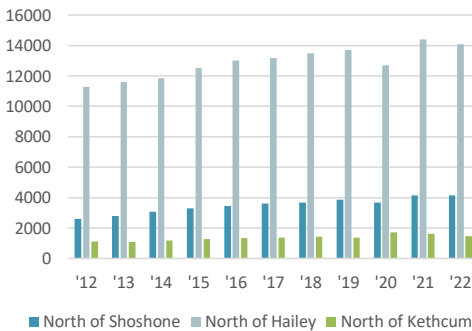


TOURISM MEASURES

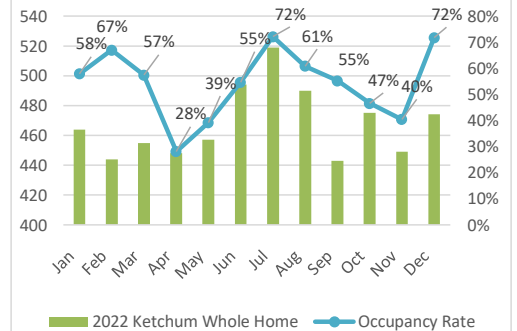
SUN SEATS & ENPLANEMENTS (\$000)



AVERAGE DAILY TRAFFIC VOLUME



SHORT TERM RENTAL LISTINGS & OCC

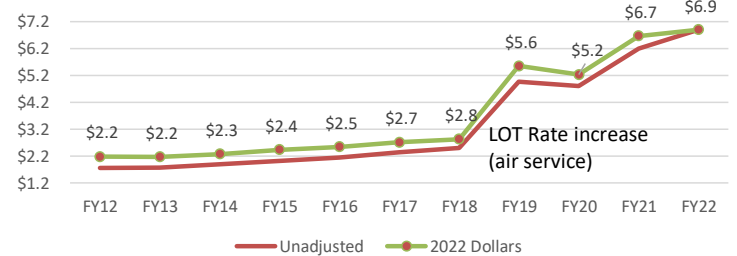


CITY GOVERNMENT ACTIVITY

CITY OF KETCHUM

	FY 2022	FY 2021	% Change
Revenue Expenditures (\$m)	\$ 19.07	\$ 15.46	23%
Capital Expenditures (\$m)	\$ 0.60	\$ 0.60	0%
Employees (# FTE)			
Property Tax Rate (\$ per mil)			
Total Assessed Tax Value (\$r)	\$ 5,169	\$ 3,903	32.0%

LOCAL OPTION TAXES (\$m)



OTHER STATISTICS

RELATIVE COMPARISONS:

	Blaine	Idaho	U.S.
Unemployment Rate (%)	2.5%	2.8%	3.5%
School Spending (\$000/pupil)	\$18.30	\$8.30	\$14.30
Graduation Rates (%)	86%	82%	86%
Bachelors Degree or Higher (%)	42%	31%	38%
Population Density (per mile ²)	9	22	94
Travel time to work (minutes)	18	22	26
Home Electrical Rates (\$/kWh)	\$0.08	\$0.08	\$0.16
Serious Crime (per 100k)	2.5%	2.4%	N/A
Per Capita Income ('21; \$000)	\$134.70	\$54.50	\$66.50

OTHER KETCHUM DATA:

	2022	2021	2020	2019	2018
Serious Crime/100k	3.9%	4.1%	2.2%	2.3%	3.1%

Top 5 Employers:

- 1 YMCA
- 2 Atkinson's Markets
- 3 City of Ketchum
- 4 Zenergy
- 5 Mountain Rides



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: November 6, 2023 Staff Member/Dept: Abby Rivin, Senior Planner / Daren Fluke, Project Manager

Agenda Item: Recommendation to review and provide feedback on the Phase 1 deliverables for the Comprehensive Plan & Code Update project, including the (1) Comprehensive Plan Audit, (2) Public Engagement Plan, and (3) Scope of Work, Schedule, and Budget.

Recommended Motion:

No motion required. Staff requests feedback on the Phase 1 deliverables for the Comprehensive Plan & Code Update project, including the (1) Comprehensive Plan Audit, (2) Public Engagement Plan, and (3) Scope of Work, Schedule, and Budget.

Reasons for Recommendation:

- Input provided during the initial round of stakeholder meetings and the joint workshop conducted at the end of August informed the Comprehensive Plan Audit, the Phase 2 Scope of Work, and the Public Engagement Plan (collectively referred to as "Phase 1 deliverables").
During their joint workshop on August 29, the City Council and Planning Commission directed the project team to conduct in-depth analysis on certain topic areas for the Plan Update, emphasized the importance and urgency of the Code Update, and expressed a desire for a robust public engagement effort.
As a result of the expanded scope, the cost proposal has increased from the budget originally anticipated by staff.

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

Introduction
The City of Ketchum began work on a major effort to update the 2014 Comprehensive Plan ("Plan") and the land use regulations ("Code") that implement the goals and policies of the Plan. The Planning Department is leading the Plan and Code Update ("project") with support from Clarion Associates, a land-use consulting firm with extensive experience in comprehensive planning and land development codes. The project will be executed in three phases. Phase 1 includes development of a scope of work, schedule, budget for Phase 2, a comprehensive plan audit, and a public engagement plan.
Phase 1 of the project kicked off in August with a visit from Clarion Associates to meet with stakeholders to gain a deeper understanding of the issues, opportunities, and geographies that are likely to be the focus of the project. The City Council ("Council") and Planning & Zoning Commission ("Commission") held a joint workshop with Clarion and the City team on August 29 to discuss their priorities for the Plan and Code Update and to review the preliminary public engagement strategy. In addition, Clarion Associates met with City staff, the Ketchum Sustainability Action Committee, the Housing Department, members of the Historic Preservation Commission, the Technical Advisory Group, and regional partners. Input provided during this

initial round of stakeholder meetings and the joint workshop informed the Comprehensive Plan Audit, the Phase 2 Scope of Work, and the Public Engagement Plan (collectively referred to as “Phase 1 deliverables”). The Phase 1 deliverables were transmitted to the stakeholders that Clarion Associates met with at the end of August for their review and comment. The project team received feedback from the Commission, Housing Department, and Ketchum Sustainability Action Committee. Feedback included minor tweaks and changes, which staff has revised in the Phase 1 deliverables. Stakeholder feedback did not necessitate changes to the scope of work, schedule, or budget; however, the project team received valuable feedback to keep in mind as we progress through project execution.

Phase 1 Deliverables

The Comprehensive Plan Audit, Phase 2 Scope of Work, and Public Engagement Plan work together to define the project parameters and are intended to be used collectively rather than individually as standalone documents. The Phase 1 deliverables serve as the project blueprint defining goals and objectives, setting expectations, and establishing parameters to guide the work.

Comprehensive Plan Audit

The Comprehensive Plan Audit (Attachment 1) details the proposed focus areas for the targeted update and establishes clear expectations about the existing Plan sections that will be modified. The approach will be built upon the existing Plan’s strengths and will address specific issues or changes that have arisen since the Plan was adopted in 2014. While the entirety of the existing Plan will be refreshed to reflect existing conditions and align with more recent City plans studies, the update will include a more concentrated focus on the goals and objectives related to land use, housing, multimodal transportation, historic preservation, sustainability, and community character. As noted in the audit, the most substantial changes are recommended for the housing, community design and neighborhoods, mobility, economy, and land use chapters of the Plan. The Comprehensive Plan Audit is organized into three parts: (1) overarching themes that will guide the targeted update process and shape the updated Plan, (2) recommended updates for each section of the Plan, and (3) a summary of progress the City and its partners have made on Plan implementation since 2014.

Public Engagement Plan

The Public Engagement Plan (Attachment 2) is intended to guide community and stakeholder engagement efforts throughout the project. The Public Engagement Plan is organized into three sections that (1) identify the stakeholder and advisory groups that will be engaged throughout the process, (2) define the communications strategy and describe the multiple engagement methods that will be utilized, and (3) outline the anticipated timing, format, and objectives for the various input opportunities planned through the course of the project. Opportunities for community and stakeholder input are provided throughout Phase 2. These engagement opportunities are scheduled to align with major project milestones. The project will be an iterative process with multiple opportunities for the public to provide feedback on interim work product. The project team will be supported by the following three advisory groups:

- *Citizens Advisory Committee (CAC)*: A 10- to 12-member Citizens Advisory Committee (CAC) comprised of representatives from different neighborhoods within Ketchum as well as subject-matter experts will be established to review and provide input on interim documents and draft deliverables associated with the Plan update.
- *Code Advisory Group (CAG)*: A 10- to 12-member Code Advisory Group (CAG) comprised of representatives from the Planning and Zoning Commission, City departments, and outside stakeholders with technical expertise and knowledge of the city’s land use regulations will be established to review and provide input on interim documents associated with the Code update.

- *Technical Advisory Group (TAG):* The TAG will be engaged to provide strategic input on community design and development issues related to both the Plan and Code update process.

City staff will provide regular updates to the City Council and Planning & Zoning Commission to keep both groups informed about overall progress. Joint work sessions are scheduled for key project milestones to share feedback received from the public, allow time for more in-depth discussions, and provide input on potential policy options for the Plan and Code Update process.

Phase 2 Scope of Work

The Phase 2 Scope of Work (Attachment 3) establishes the project parameters, lists the tasks required to execute the work, describes the deliverables that will be produced, defines the review process, and sets the schedule. The full project includes three phases of work that are anticipated to take approximately two and half years to complete. During their joint work session, the Council and Commission emphasized the importance and urgency of the Code Update in addition to a desire for a robust public engagement effort and directed the project team to front-load targeted Code amendments on a parallel track with the Plan Update to expedite the process. The Phase 2 Scope of Work is organized into two parts: (1) Targeted Comprehensive Plan Update and (2) Code Update—Initial Tasks.

The tasks for the Plan Update are organized into three groups: 1.1 Review and Update Plan Foundations, 1.2 Future Land Use Plan and Key Policy Choices, and 1.3 Draft Plan and Adoption. A statistically valid community survey (Task 1.1.A) will be used to gauge sentiment regarding the quality of life in Ketchum and gather input on the vision and ten core values listed in the 2014 Comprehensive Plan. The project team will prepare proposed revisions to Chapter 1: Community Vision and Core Values based on survey results well as proposed updates to the organizational structure of the Plan to better align with core community values and current priorities (Task 1.1.D). The project team will prepare a land capacity analysis, an Areas of Transition map, and land supply versus demand analysis to frame key policy choices for discussion and set the stage for updates to the Future Land Use Plan (Task 1.1.C). Using the data and information assembled through the 1.1 tasks, Clarion Associates will work with staff to: (1) evaluate how different policy choices address residential and commercial demand and impact future growth capacity and (2) frame potential trade-offs associated with different policy options (Task 1.2.A). The Future Land Use Plan will be updated to provide more clarity regarding the mix of desired land uses, housing types, and density ranges (Task 1.2.B). In July of 2024, the project team will begin assembling the complete draft of the updated Plan for public review (Task 1.3.B).

The initial Code Update tasks will allow the project team to get a strong head start on rewriting the city's land use regulations while the Plan update is underway. The tasks for the Phase 2 Code Updates are organized into two groups: 2.1 Usability and Procedural Updates and 2.2 Code Assessment/Phase 3 Scoping. A brief online survey will be distributed to frequent code users, including the Technical Advisory Group, to gather feedback on usability of the existing Code (Task 2.1.A). Feedback from the user survey will be used to inform Clarion's approach to consolidating and reformatting the Code. The consolidated and reformatted Code will combine Title 17—Zoning Regulations and Title 16—Subdivision Regulations into a unified development code, eliminate redundancies and inconsistencies, update graphics, and improve usability (Task 2.1.B). The project team will then update the procedures section of consolidated and reformatted Code. Tasks associated with the procedural updates include clarifying the procedures that apply to different types of land use applications, updating approval criteria, evaluating the public input process for major applications, assessing decision-making authority, reevaluating application requirements, and determining which procedural steps should be codified and which should be maintained in separate user manual (Task 2.1.D.) Beginning in May of 2024 concurrently with assembling the updated Plan, the project team will prepare a Code assessment memo that highlights opportunities to align the city's land use regulations with the updated

Future Land Use Plan and evaluates the Code amendments needed to implement the goals and policies of the updated Plan that will be conducted in Phase 3 of the project (Task 2.2.C).

Schedule and Budget

The Council reviewed staff’s anticipated schedule and budget for the project during their meeting on March 27, 2023. Prior to the detailed scoping exercise conducted during Phase 1, staff originally anticipated that the project would be completed in three phases over 2 to 3 years. Phase 2 was limited to the Plan Update and was estimated to take 6 months to complete. All tasks associated with the Code Update were slated for Phase 3 of the project, which was estimated to take 2 years to complete. In response to feedback received from stakeholders, the Council, and Commission, Phase 2 now includes both the Plan Update and initial Code Update tasks and is scoped to take 1.5 years, including a 4-month adoption process. Phase 3 work is unknown at this time and will depend on the magnitude of changes through the Plan Update.

The Phase 2 Scope of Work included as Attachment 3 provides the cost proposal for the Plan Update on page 10 and the cost proposal for the Code Update—Initial Tasks on page 11. The total anticipated cost for Phase 2 is anticipated to be \$312,000. Table 1 below provides a comparison of the original budget as anticipated by staff and presented to the Council on March 7, 2023 compared with Clarion’s cost proposal.

Table 1: Original Estimate vs. Revised Estimate/Actual		
Task	Original Estimate	Actual or Revised Estimate
Project Management Support FY23-25	\$140,000	\$89,000
Phase 1 – Collaborative Scoping – FY 23	\$9,500	\$9,500
Phase 2 – Comp Plan Updates – FY 24/25	\$50,000	\$154,480
Phase 2 – Code Rewrite – FY 24/25	\$0	\$158,000
Phase 3 – Code Rewrite	\$100,000	\$75,000(Estimate)
Total	\$299,500.00	\$485,980.00
Spent To Date		\$29,500
Estimated Remaining Project Cost		\$456,480

The original project budget was estimated prior to the detailed scoping exercise conducted in Phase 1. The scope of the project expanded because of stakeholder input, including Council and Commission direction provided during the August 29 joint work session. Below is a list of the expanded scope items.

- Stakeholder feedback recommended a deeper dive on housing, community character, historic preservation, and sustainability, informed by in-depth analysis.
- Stakeholder feedback recommended more robust community engagement with more opportunities for public review and more stakeholder meetings than originally planned.
- Stakeholders expressed a desire to front-load Code updates.
- The initial scope did not include future buildout study. Stakeholders encouraged the project team to include a future buildout study to provide an understanding of the city’s current buildout, ultimate buildout, and help quantify future demand for residential and commercial development in Ketchum.

The in-depth updates to certain topic areas for the Plan Update, supplemental analyses, and additional public engagement have increased project costs by \$67,000. Additionally, the overall inflationary environment of the general economy has increased costs more than anticipated. The total cost for all three phases the project is approximately 1.5 times the amount originally anticipated by staff.

The City of Ketchum has submitted a proposal to the U.S. Department of Housing and Urban Development (HUD) for a Pathways to Removing Obstacles to Housing (PRO Housing) grant in the amount of approximately

\$5,000,000, which includes requests for funding to reduce regulatory barriers to affordable housing development in Ketchum through updates to the City’s zoning ordinance and Comprehensive Plan. If awarded, the grant will cover all project costs except for the \$150,000 budgeted by Council for this fiscal year.

Staff Recommendation

Staff requests Council on the Comprehensive Plan Audit, Public Engagement Plan, and Phase 2 Scope of Work. In addition, Staff requests Council feedback and direction on the following budget options:

- A. Approve the cost proposal as outlined in the scope of work (Attachment 3).
- B. Direct the project team to revisit the scope of work and provide staff with a budget amount not to exceed in a revised cost proposal.
- C. Approve the \$154,480 cost proposal for the Plan Update and delay action on the cost proposal for the Code Update until HUD announces the PRO Housing Grant award winners in January of 2024.

Sustainability Impact:

As explained in the Comprehensive Plan Audit, “The Comprehensive Plan update process provides an opportunity to clarify the City’s sustainability and community resilience- priorities and take steps to mitigate risk. Updates to the Comprehensive Plan will build from the City’s ongoing involvement as part of the Blaine County Regional Sustainability and Climate Program (5B Can) with an emphasis on strategies that Ketchum has the ability to advance through its land use regulations and day-to-day operations.”

Financial Impact:

As noted above, the estimated remaining cost of the project is \$456,480. These costs are spread out through fiscal years 2024 through 2026, with approximately 70% of the Phase 2 work occurring in FY24. The adopted FY2024 budget includes a \$150,000 one-time General Fund Expenditure to fund the project. If the city is awarded the HUD PRO Housing Grant, the grant will cover all project costs except for the \$150,000 budgeted by Council for this fiscal year. If the city is not awarded the grant, the city will need to allocate an additional \$113,400 in one-time funds in FY24, with remaining project costs in future years.

Attachments:

1. Comprehensive Plan Audit
2. Public Engagement Plan
3. Phase 2 Scope of Work

Attachment 1

Comprehensive Plan Audit



Comprehensive Plan Audit

City Council Draft: 11.6.23

Background

The City's current Comprehensive Plan was adopted in 2014. When drafting the plan began in 2011, Ketchum was experiencing the impacts of the Great Recession locally with a decrease in employment, construction activity, property values, and City revenue. While the overarching vision established by the Plan still reflects the prevailing sentiment of the community, Ketchum has undergone significant change over the past decade marked by a substantial increase in its population and new development. These trends have escalated issues identified in the 2014 Comprehensive Plan and the ongoing workforce housing crisis, concerns about long-term downtown vibrancy, and worries surrounding the City's vitality and viability have spurred community discussions about growth and the future vision of Ketchum. In August 2023, the City initiated an update of the Comprehensive Plan and a rewrite of the City's land use regulations. This process includes three phases of work that are anticipated to take approximately two and a half years to complete.

The Comprehensive Plan update will be targeted in scope and not a "start-from-scratch" effort. This Comprehensive Plan Audit is intended to help define the scope of the update and establish clear expectations about the extent to which current sections in the Plan are likely to change (or not) as part of the update. While the entire Comprehensive Plan will be reviewed and updated to some extent to reflect current conditions, improve usability, and address gaps, this update will focus specifically on challenges and opportunities related to land use, housing, multimodal transportation, historic preservation, sustainability, and community character.

This Plan Audit was developed by Clarion Associates in collaboration with City of Ketchum Planning and Building Department staff and Economic and Planning Systems. Recommendations have been informed by an in-depth review of plan policies and implementation progress; an initial round of meetings with City departments, boards and commissions, regional partners, and other stakeholders with a direct or indirect role in helping to implement the 2014 Comprehensive Plan; and the experience of the consultant team with similar projects in Idaho and across the country.

The document is organized into three parts:

1. **Overarching Themes.** Includes a summary of six overarching themes that will guide the Comprehensive Plan update process and help shape the updated plan and the land use regulations that emerge from it.

2. **Recommended Updates.** Includes a section-by-section overview of recommended updates for each section of the Plan; supporting data, analysis, and plans that will help inform those updates; and other opportunities to help improve the clarity and user-friendliness of the plan.
3. **Implementation Progress.** Includes a summary of progress made by the City and its partners on plan implementation since 2014. Planning and Building Department staff have also prepared a detailed tracking sheet to help inform the Comprehensive Plan update.

Overarching Themes

The following themes will guide the Comprehensive Plan update process and help shape the updated plan and the land use regulations that emerge from it.

ALIGN THE UPDATED COMPREHENSIVE PLAN WITH RECENT PLANS AND STUDIES

Numerous plans and studies have been completed since 2014—or are currently underway—to support the implementation of Ketchum’s Core Community Values. These include the Housing Action Plan (established in 2022 and being updated annually), 2020 Transportation Master Plan, 2021 Natural Hazard Mitigation Plan, 5B Can (Blaine County’s Sustainability & Climate Program), 2023 Warm Springs Preserve Master Plan, Downtown Parking Study, Main Street Mobility Improvements, and Blaine County Community Bicycle and Pedestrian Master Plan (update in progress), among others. These plans generally provide more detailed policy guidance than the Comprehensive Plan. As a result, the Policy Framework in the Comprehensive Plan will need to be recalibrated to “pull back” on the current level of detail and defer detailed recommendations to functional plans.

CLARIFY FUTURE LAND USE PLAN (MAP AND LAND USE CATEGORIES) AND ALIGN WITH LAND USE REGULATIONS

The 2014 Comprehensive Plan was developed during a period of slow growth and economic uncertainty in Ketchum. In recent years, development has increased substantially, amplifying concerns about housing affordability, community character, historic preservation, mobility, and the loss of retail and industrial land. While the Future Land Use Plan emphasizes the importance of infill and redevelopment as a core component of the City’s growth strategy, it does not convey the degree to which this strategy will impact different areas of the community, and how those changes relate to neighborhood and community design priorities.

A key focus of the Comprehensive Plan update will be to facilitate a broader community conversation about the Future Land Use Plan, its role in shaping the ultimate buildout of Ketchum, and its relationship to other community priorities. This conversation will include the identification of areas with the potential to support future growth and the exploration of growth parameters for different locations (e.g., density, mix of uses, housing types, and site planning/design characteristics). Input will be incorporated as part of the updated Comprehensive Plan and implemented as part of the Land Use Regulations update to provide greater clarity and predictability regarding future growth in different areas of the community.

CLARIFY SUSTAINABILITY AND COMMUNITY RESILIENCE PRIORITIES

The 2014 Comprehensive Plan is grounded in the three pillars of sustainability—environmental, economic, and social—and one of the Core Community Values is ‘A “Greener” Community.’ Over the past decade, the City has taken steps to advance its sustainability goals, adopting Green Building Standards in 2015 and a Sustainability Action Plan in 2020. However, this progress was eroded by the recent passage of House Bill 287, which stripped the City’s ability to enforce the Green Building Standards. At the same time, wildfires, flooding, avalanches, extreme drought, and other effects of climate change have become increasingly common and impactful, and the 2021 Blaine County All-Hazard Mitigation Plan confirms Ketchum’s vulnerability. The Comprehensive Plan update process provides an opportunity to clarify the City’s sustainability and community resilience priorities and take steps to mitigate risk. Updates to the Comprehensive Plan will build from the City’s ongoing involvement as part of the Blaine County Regional Sustainability and Climate Program (5B Can) with an emphasis on strategies that Ketchum has the ability to advance through its land use regulations and day-to-day operations.

EXPAND FOCUS ON HISTORIC PRESERVATION

Several of the Core Community Values articulated by 2014 Comprehensive Plan emphasize the importance of protecting Ketchum’s history and culture. Yet, as the community continues to grow and evolve, many of the City’s historic resources are being lost. A historic inventory conducted in 2020 found that over the prior decade, 20 percent of the City’s historic buildings were demolished. In response to this trend, the City re-established the Historic Preservation Commission (HPC) in 2021 and the HPC adopted a new Historic Preservation Handbook and Guidelines on September 6, 2023. An updated resource survey is also planned and expected to be completed in early 2024. These tools will help guide the HPC in their review of proposed alterations and demolitions of designated historic buildings and landmarks.

The Comprehensive Plan update provides an opportunity to establish a stronger understanding of how history shapes the character of Ketchum and what historic resources within the City are important to save (and why), as well as to establish stronger policy guidance and priorities for historic preservation. These objectives can be accomplished by establishing a dedicated chapter for historic preservation in the updated Comprehensive Plan—essentially a “plan within the plan.” This approach can help the City meet eligibility requirements for grant funding without having to develop a standalone historic preservation plan. Expanded historic preservation content in the updated Comprehensive Plan will draw from ongoing efforts led by the HPC, as well as from existing background information within the 2014 Comprehensive Plan.

STRENGTHEN REGIONAL PARTNERSHIPS

Local governments, non-profits, and public agencies in the Wood River Valley have a long history of collaborating on regional initiatives, and one of the ten Core Community Values identified in 2014 was ‘Working as a Region.’ While the Policy Framework includes some goals and policies that support this value and the City is leading or participating in conversations on a number of regional initiatives (e.g., the Housing Action Plan), numerous participants expressed concern that over the past decade the region has lost its focus in this area. The Comprehensive Plan update process provides an opportunity to convene regional partners, identify opportunities to collaborate on issues of strategic

importance, and establish achievable actions to focus the City's efforts over the next three to five years.

CLARIFY ROLES AND RESPONSIBILITIES

The 2014 Comprehensive Plan addresses a wide range of topics—ranging from land use, to housing, to mobility, to health and wellness. The City of Ketchum, or individual departments within the City, have the ability to lead implementation efforts in some areas, while they play a supporting or partner role in other areas. In some instances, the roles of the City, individual departments, nonprofit organizations, and partner agencies have also shifted over the past decade. Participants expressed the need to more clearly articulate roles and responsibilities in the updated plan, both within the Policy Framework and in the implementation chapter.

Recommended Updates

This section provides an overview of recommended updates for each section of the plan; identifies the supporting data, analysis, and plans that will help inform those updates; and highlights other opportunities to help improve the clarity and user-friendliness of the plan. At minimum, each chapter will require a general refresh to ensure the introductory narrative and challenges discussion reflects current conditions and community priorities. The most substantial changes are recommended for the housing, community design and neighborhoods, mobility, economy, and land use chapters.

SECTION-BY-SECTION RECOMMENDATIONS

Plan Section/Recommendations	Supporting Plans, Data, and Analysis
PREAMBLE/INTRODUCTION	
<ul style="list-style-type: none"> • Replace to reflect where Ketchum is today/where you're headed (opportunity for data-based storytelling) • Update to reflect current process • Emphasize role of Comprehensive Plan as umbrella plan (higher level; supported by functional and area-specific plans; informs the City's strategic plan/CIP and annual department work plans) 	<ul style="list-style-type: none"> • Draws from updates to Community Profile and supplemental analysis regarding buildout, residential and non-residential needs, and areas of transition • This information will be developed early in the process to help frame community conversations
CHAPTER 1: COMMUNITY VISION AND CORE VALUES	
<ul style="list-style-type: none"> • Vet/refine existing language based on results of community survey and community/stakeholder engagement • Consider updates to chapter structure to directly align with Core Community Values; <i>OR</i> • Consider shifting chapter titles and organization to be more topic-focused to make the distinction between the values and chapter titles clearer 	<ul style="list-style-type: none"> • Statistically valid community survey with custom questions
CHAPTER 2: ECONOMY	
<ul style="list-style-type: none"> • Update goals and policies to reflect housing challenges, displacement of local businesses caused by redevelopment, potential changes to light industrial district, and Mountain Rides' role in ground service connections • Potential need for new goals/policies to reflect the results of the land demand vs. supply analysis 	<ul style="list-style-type: none"> • Task 1.1.E: Land Demand vs. Supply Analysis (Residential and Non-Residential) • Sun Valley Economic Development Economic Profiles • Regional economic development initiatives • Crosswalk with 5B Can Regional Sustainability
CHAPTER 3: HOUSING	
<ul style="list-style-type: none"> • Update goals and policies to focus language on increasing supply of "community housing," with an emphasis on affordability for a variety of incomes (including workforce, permanent supportive housing, 	<ul style="list-style-type: none"> • Housing Action Plan and input received as part of associated public engagement efforts

Plan Section/Recommendations	Supporting Plans, Data, and Analysis
<p>above-median income, and those who want to retire in place)</p> <ul style="list-style-type: none"> • Incorporate Housing Action Plan Year 2 Performance Measures include: at least 60% of housing stock is long-term occupied and 40% of Ketchum’s workforce can live in Ketchum. • Address outdated language and definitions (e.g., characterization of density and remove policies promoting seasonal/part-time home ownership) • Acknowledge creation of the Housing Department and the City’s now active role in the housing landscape • Add sidebar explanations: 1) Role of the Housing Action Plan/ongoing monitoring; 2) Regional Housing Partners • Update Housing profile in Appendix A to focus on bigger picture housing characteristics and trends; refer readers to Housing Action Plan for more detailed data and information 	<ul style="list-style-type: none"> • Coordinate with Housing Department re: most recent data from monitoring
CHAPTER 4: COMMUNITY DESIGN AND NEIGHBORHOODS	
<ul style="list-style-type: none"> • Review and update goals and policies in light of recent/ongoing efforts and check in on public sentiment as part of this process • Incorporate a brief explanation of each area’s key characteristics as a companion to the Neighborhoods and Districts map • Establish a goal and brief set of policies for each Neighborhood and District to help inform land use regulations (and/or incorporate site and building design principles as part of the land use categories in Chapter 12) • Strengthen linkages to Future Land Use chapter (or potentially consolidate the two) • Relocate historic preservation policy to new chapter and expand 	<ul style="list-style-type: none"> • Land Capacity/Areas of Transition Analysis • Community and Stakeholder Engagement (Round 2 – Key Policy Choices) • Crosswalk with 5B Can—Land Use and Mobility & Green Building
CHAPTER 5: NATURAL RESOURCE STEWARDSHIP	
<ul style="list-style-type: none"> • Review and update goals and policies in light of recent/ongoing efforts, the impacts of House Bill 287, and check in on public sentiment as part of this process • Strengthen discussion of natural systems (carry forward relevant context from Environmental Resource and Hazards profile in Appendix A to support goals and policies) 	<ul style="list-style-type: none"> • Ongoing Blaine County Regional Sustainability & Climate Program efforts (crosswalk with Solid Waste and Recycling & Land and Water Conservation) • 2020 Big Wood River Atlas

Plan Section/Recommendations	Supporting Plans, Data, and Analysis
<ul style="list-style-type: none"> • Build on regional sustainability data and efforts • Add policies to support Goals NR5 and NR2 (re: public lands, tourism, and local economy) • Strengthen policies aimed to mitigate impacts of development activity in sensitive environmental areas and protect/preserve hillsides and riparian zone. 	<ul style="list-style-type: none"> • Blaine County 2018 Inventory of Community Greenhouse Gas Emissions
CHAPTER 6: PARKS, RECREATION, AND OPEN SPACE	
<ul style="list-style-type: none"> • Update Parks, Open Space, and Trails profile in Appendix A to reflect current conditions • Minor refresh to existing goals and policies to reflect current City practices and partnerships • Consider defining and establishing a target level of service for different types of parks • Consider new policy to address evolving needs for larger, higher density development to inform code updates (e.g., common open space requirements) 	<ul style="list-style-type: none"> • Crosswalk with 5B Can—Land and Water Conservation • Blaine County Recreation District (BCRD) Needs Assessment Survey
CHAPTER 7: MOBILITY	
<ul style="list-style-type: none"> • Remove Mobility profile in Appendix A (replaced by more recent plans and studies) • Update goals and policies to reflect recent plans and studies; stronger focus on regional coordination and transit priorities • Pull back level of detail in policies re: specific improvements (defer list of priorities to implementation section or supporting plans where they can be referenced as part of CIP) • Add sidebar explanations: 1) 2020 Master Transportation Plan; 2) Blaine County Community Bicycle and Pedestrian Master Plan; 3) Downtown Parking Study • Add the City's priorities for the public right-of-way, including providing vehicular, bike, and pedestrian access; public parking; wintertime snow storage; conveyance of utilities; and street trees/streetscape beautification/tree canopy. • Emphasize goals related to improving the City's bike lane network, sidewalk improvements, intersection and pedestrian safety improvements, and bringing nonconforming on-street parking and sidewalks into compliance with ADA. 	<ul style="list-style-type: none"> • 2020 Transportation Plan • Forthcoming Update to Blaine County Community Bicycle and Pedestrian Master Plan • Downtown Parking Study • 2018 Sun Valley Friedman Memorial Airport Master Plan • Crosswalk with 5B CAN—Land Use & Mobility

Plan Section/Recommendations	Supporting Plans, Data, and Analysis
CHAPTER 8: ARTS AND CULTURE	
<ul style="list-style-type: none"> • Minor refresh to reflect current City practices and partnerships (city-led) • Consider consolidating with proposed Historic Preservation chapter (could be: History, Arts, and Culture) 	
CHAPTER 9: PUBLIC SAFETY AND UTILITIES	
<ul style="list-style-type: none"> • Update goals and policies reflect to current City conditions and stronger focus on resilience • Add new goal related to multi-hazard mitigation and expand existing policies to support (e.g., WUI, floodplain, avalanche prone areas, seismic activity) • Add sidebar explanation(s) re: 1) Water System 2) Regional HMP and others for context • Carry forward and update relevant aspects of Environmental Resource and Hazards profile in Appendix A and relocate as sidebars to support policies in this chapter (same list as for policies) • Consider renaming to reflect expanded resilience focus of this chapter 	<ul style="list-style-type: none"> • 2022 Blaine County Multi-Jurisdictional All-Hazard Mitigation Plan • Current Water System Modeling (underway- Public Works) • Crosswalk with 5B CAN—Clean Energy
CHAPTER 10: COMMUNITY HEALTH AND WELLNESS	
<ul style="list-style-type: none"> • Update goals and policies to reflect current City practices and partnerships • Add sidebar explanations: 1) Health and Human Services Partners 2) Regional Food Security partners • Consider relocating some of the existing content from the Community Health and Wellness profile in Appendix A to this chapter as context, either as sidebars or as part of the introductory narrative. To the extent feasible, replace Idaho statistics with regional statistics to make them more relatable (or remove altogether) • Strengthen policies to ensure that Ketchum has sufficient schools, early childhood education, and child care to support the community now and in the future. 	<p>Wood River Valley Early Learning Advisory Committee: Community Needs Assessment Report</p>
CHAPTER 11: HIGH PERFORMING COMMUNITY	
<p>Minor refresh to reflect current City practices and partnerships (city-led)</p>	
CHAPTER 12: FUTURE LAND USE	
<ul style="list-style-type: none"> • Update and expand land use category descriptions to provide clearer direction regarding mix of uses, density, and site and building design principles 	<ul style="list-style-type: none"> • Land Capacity/Areas of Transition Analysis • Land Demand vs. Supply Analysis

Plan Section/Recommendations	Supporting Plans, Data, and Analysis
<ul style="list-style-type: none"> • Update goals and policies to reflect current community sentiment and inform the Land Use Regulations update • Clarify direction for Areas of City Impact • Strengthen linkages to Community Design and Neighborhoods chapter (or potentially consolidate the two) • Incorporate 'zoomed' in version of the Future Land Use Map for different sections of the community to improve legibility (and make available on ArcGIS) 	<ul style="list-style-type: none"> • Community and Stakeholder Engagement (Round 2 - Key Policy Choices) • Crosswalk with 5B Can—Land Use and Mobility
NEW CHAPTER: HISTORIC PRESERVATION	
<ul style="list-style-type: none"> • Relocate current policy CD 1.2; establish new goal(s) and policies to address adaptive reuse, relocation of historic properties, education and outreach, prehistoric archaeological sites, economic benefits of historic preservation, and other community priorities. • Relocate and update/expand current explanation and map of historic properties from Community Profile in Appendix A. • Include areas with the potential to become historic districts on the map. • Add sidebar explanation(s) re: 1) Role of the HPC; 2) Periods of Significance • Consider consolidating with existing Arts and Culture Chapter (could be: History, Arts, and Culture) • Add policies and goals to address the relocation of historic buildings and documenting historic buildings prior to demolition for digital record. 	<ul style="list-style-type: none"> • Forthcoming survey of historic assets • Historic Preservation Handbook • Community Library Regional History Museum Resources
CHAPTER 13: PLAN IMPLEMENTATION AND MONITORING	
<ul style="list-style-type: none"> • New chapter with a new structure • Organize as 'strategic plan' for the city organization with a 3- to 5-year focus and all departments represented • Establish clear linkage to budgeting and CIP processes 	
APPENDIX A: COMMUNITY PROFILE	
<ul style="list-style-type: none"> • Review and update profiles as needed • Shift location of descriptive content to individual chapters (where referenced above) to provide context for goals and policies • Update inventory maps and consider making them available on ArcGIS online for legibility and ease of 	<p>See discussion relative to individual chapters/topics above</p>

Plan Section/Recommendations	Supporting Plans, Data, and Analysis
maintenance (recommend including maps in relevant chapters even if they are available online so that readers have a sense of what information is available)	
APPENDIX B: COMPLIANCE WITH STATE OF IDAHO REQUIREMENTS	
Review/refresh as needed to reflect any recent updates	Idaho Statutes
APPENDIX C: GLOSSARY OF COMPREHENSIVE PLAN TERMS	
Review and update as needed as part of draft plan	

ADDITIONAL RECOMMENDATIONS TO IMPROVE CLARITY AND USABILITY

As section-by-section recommendations are carried out, opportunities to improve the clarity and usability of the document should also be considered. These opportunities may include: editorial changes for consistency; minor structural adjustments to improve the alignment of key ideas within the plan; reframing the ‘vision’ and ‘challenges’ section at the beginning of chapters 2 through 11; and removing repetitive or regulatory language in the policies.

Implementation Progress

Planning and Building Department staff have assembled a detailed tracking sheet that documents the status of each of the recommendations in the Priority Implementation Plan established as part of the 2014 Comprehensive Plan. Recommendations are categorized as completed, in progress (more than halfway), in progress (halfway), in progress (not halfway), and not started. Some of the key areas of progress include:

- **Targeted code amendments.** These have included updates to light industrial use and development standards to promote clean industry and home-based businesses; the adoption of energy efficiency requirements (through HB 287 has removed authority); and stronger environmental regulations in certain areas (e.g., protection of night skies).
- **Expanded role for the City on housing initiatives.** This has included the creation of the Housing Department, adoption of the Housing Action Plan, and a strong leadership role for the City in implementing and monitoring progress on housing priorities.
- **Completion of numerous functional plans and studies.** These plans and studies are discussed in the Overarching Themes section of this document.

As the updated Comprehensive Plan takes shape, priority recommendations from 2014 will be revisited to determine whether they need to be carried forward in some form. Recommendations related to the Land Use Regulations will be reviewed and addressed as part of that update.

Attachment 2

Public Engagement Plan

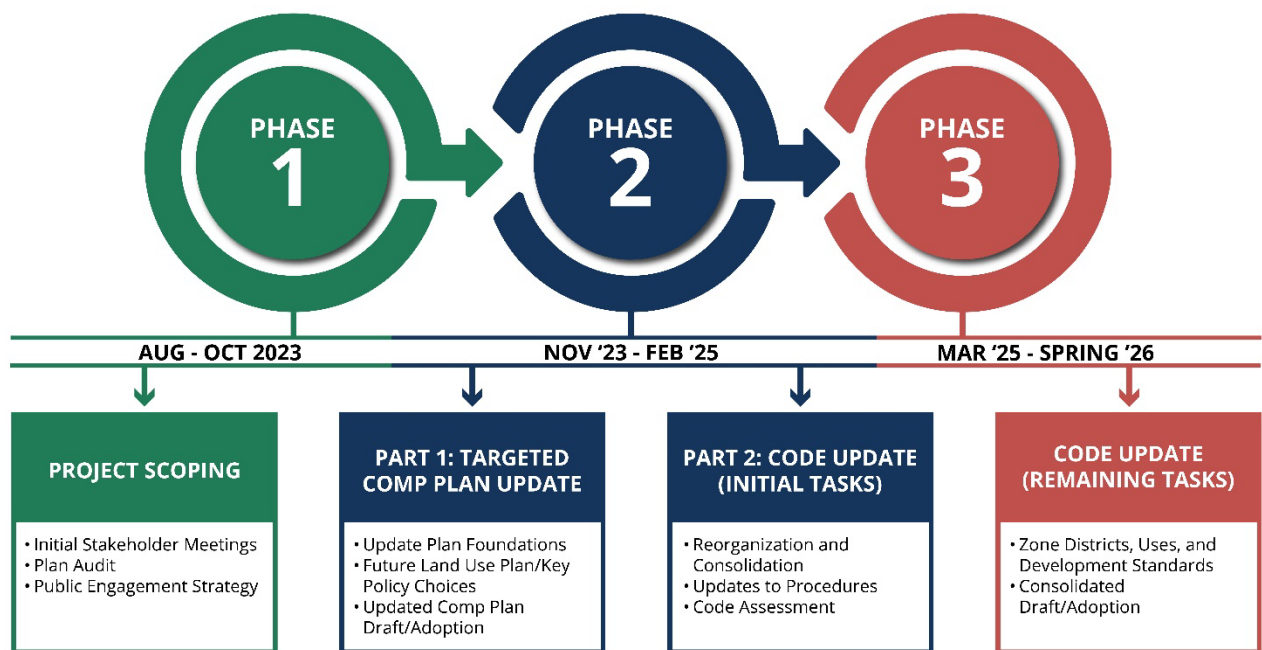
Public Engagement Plan

City Council Draft: 11.6.23

1. INTRODUCTION

About the Project

In August 2023, the City of Ketchum initiated the first of three phases in an effort to update its Comprehensive Plan (Plan) and Land Use Regulations (Code). The Plan and Code update process will be led by Planning and Building Department staff with support from Clarion Associates and Economic and Planning Systems (EPS). An overview of the Plan and Code update process and the expected timelines for each project phase are provided below. The overall process is anticipated to take approximately two and a half years.



Guiding Principles for Public Engagement

The following principles should guide all community and stakeholder engagement efforts to ensure participants feel heard and understand how their input will be used in the Plan and Code update process:

1. **Engage varied perspectives** in the process
2. **Bridge differences between diverse groups** by promoting civil/civic conversations and seeking common ground on contentious issues

3. **Promote civic engagement** using participatory approaches that encourage a greater sense of responsibility and increased participation in political decision-making
4. **Focus on key issues and opportunities** identified by the community and City leadership
5. **Provide multiple and meaningful ways for the community to engage** in the process—creating an environment that promotes collaboration and cooperation
6. **Strengthen community understanding** of the Comprehensive and Code, the role they play in day-to-day decision-making, and the community’s role in helping to shape the future of Ketchum
7. **Be transparent** throughout all phases of the process

Purpose of the Public Engagement Plan

This Public Engagement Plan (PEP) will be used to guide community and stakeholder engagement efforts throughout the Plan and Code update process. The PEP includes three sections:

- **Groups in the Process.** This section identifies stakeholder and advisory groups that will be engaged in the Plan and Code update in various ways.
- **Communications Strategy.** This section describes the various methods that will be used to get the word out about meetings, events, and other input opportunities during the process.
- **Opportunities for Input.** This section defines the anticipated timing, format, and objectives for the various input opportunities planned as part of the Plan and Code update process.

The PEP will be made available on the project webpage and will be updated from time to time.

2. GROUPS IN THE PROCESS

The entire community will be invited to participate in the Plan and Code update at key points during the process, as outlined in Section 4. This section identifies stakeholder and advisory groups that will be engaged in the Plan and Code update in various ways.

Stakeholder Groups

This list identifies stakeholder groups that play a direct or indirect role in helping to implement the City's adopted policies and regulations—it is not intended to be all encompassing. Stakeholder groups will be engaged strategically during the Plan and Code update to solicit input on policies, regulations, or recommendations that pertain to each group's area of interest or expertise. Some groups will play a larger role in the Plan update versus the Code update and vice versa.

BOARDS AND COMMISSIONS

- Arts Commission
- Historic Preservation Commission
- Sustainability Advisory Committee
- Ketchum Urban Renewal Agency

COMMUNITY DESIGN AND DEVELOPMENT

- Architects/landscape architects
- Contractors
- Developers/land planners
- Home builders
- Technical Advisory Group (TAG)
- Major property owners
- Neighborhoods

COMMUNITY HEALTH AND WELLNESS

- Sun Valley Community School
- The Community Library
- St. Luke's Health System
- The Hunger Coalition
- Wood River YMCA
- The Senior Connection
- The Advocates

ECONOMIC DEVELOPMENT AND TOURISM

- Sun Valley Air Service Board
- Sun Valley Economic Development
- Sun Valley Tourism Alliance
- Business owners/organizations
- Major employers

ENVIRONMENT AND CONSERVATION

- Environmental Resource Center (ERC)
- Flood Control District No. 9

- U.S. Forest Service (USFS)
- Wood River Land Trust
- Sawtooth Avalanche Center
- Sun Valley Institute for Resilience
- Idaho Conservation League
- Wood River Valley Climate Action Coalition

HOUSING

- City of Ketchum Housing Department
- Blaine County Housing Authority
- ARCH Community Housing Trust
- Housing Action Plan Task Force and Implementation Partners

ADDITIONAL STAKEHOLDER GROUPS

- Citizens Advisory Group
- Property Owners
- Renters
- Full- and Part-Time Residents
- Employees of Ketchum Businesses
- Under-Represented Groups (Low to moderate income populations, youth, Hispanic population, other ethnic or cultural minority groups, LGTBQ community)

MUNICIPALITIES

- Blaine County
- City of Hailey
- City of Bellevue
- City of Sun Valley

PARKS AND RECREATION

- City of Ketchum Recreation Department

- Wood River Trails Coalition
- Recreation user groups

PUBLIC SAFETY

- City of Ketchum Fire and Police

TRANSPORTATION, INFRASTRUCTURE, AND UTILITIES

- City of Ketchum Streets and Facilities Department
- Mountain Rides
- Blaine County Regional Transportation Committee

Advisory Groups

The project team will be supported by three advisory groups, as described below.

CITIZENS ADVISORY COMMITTEE (CAC)

A 10- to 12-member Citizens Advisory Committee (CAC) will be established to review and provide input on interim documents associated with the Plan update. The CAG will be comprised of representatives from different neighborhoods within Ketchum and subject matter experts related to the individual elements of the Comprehensive Plan. The CAG is expected to meet as a group four times during Phase 2. Focus groups may also be convened from time to time to solicit input on individual elements or subject matter content for the updated Comprehensive Plan.

CODE ADVISORY GROUP (CAG)

A 10- to 12-member Code Advisory Group (CAG) will be established to review and provide input on interim documents associated with the Code update. The CAG will include representatives from the Planning and Zoning Commission, City departments, and outside stakeholders that have a technical background and knowledge of the City's land use and subdivision regulations. The CAG is expected to meet four times during Phase 2 of the Code update. Additional meetings will be defined during Phase 3 scoping. While there may be some overlap in membership between the TAG and the CAG, the TAG will serve a more strategic role.

TECHNICAL ADVISORY GROUP (TAG)

A 16-member Technical Advisory Group (TAG) was established by the City of Ketchum in 2023 to provide input and guidance on a range of development related issues. The TAG includes local architects, landscape architects, engineers, contractors, developers, and trade association representatives. TAG meetings are convened on an as-needed basis. The TAG will be engaged to provide strategic input on community design and development issues related to both the Plan and Code process. TAG meetings will generally correlate to the review of interim drafts and major project milestones.

Elected and Appointed Officials

City staff will provide regular updates to the Ketchum City Council and Planning and Zoning Commission to keep both groups informed about overall progress. Joint work sessions will be scheduled at key points in the process to share input received from the public and allow time for more in-depth discussion and input on potential policy directions for the Plan and Code update process.

3. COMMUNICATIONS STRATEGY

Objectives

Establishing and maintaining open lines of communication about the Plan and Code update is a central component of this PEP. Generally, project updates will be provided each time a major deliverable is made available for public review, and/or approximately two weeks in advance of public meetings, events, or input opportunities. Project communications will be led by the City of Ketchum with support from the project team. Primary methods of communication are outlined in the table that follows.

Primary Communication Channels

TOOL	OBJECTIVES	RESPONSIBILITY	TIMING
Web			
<ul style="list-style-type: none"> Dedicated page on Project Ketchum site 	<ul style="list-style-type: none"> Provide general project information Advertise upcoming meetings and events Provide access to online input opportunities Provide access to interim work products and other project-related materials 	<ul style="list-style-type: none"> Clarion will draft content for staff review City staff will be responsible for managing materials and information posted to the project webpage 	<ul style="list-style-type: none"> Launch project webpage in October 2023 and update as needed throughout the process Major updates will generally coincide with the completion of a project phase or publication of a major deliverable (e.g., each interim draft)
Social Media			
<ul style="list-style-type: none"> Facebook Twitter Instagram 	<ul style="list-style-type: none"> Expand awareness of public meetings and events Direct community to online engagement activities Highlight participation in community events and activities 	<ul style="list-style-type: none"> City communications will prepare and distribute posts about the process based on website/e-blast content, as appropriate 	<ul style="list-style-type: none"> Post periodically throughout the process Begin advertising for community meetings and events two weeks in advance Periodic updates to announce and drive participation to online input opportunities
E-mail Blasts			
<ul style="list-style-type: none"> Multiple listservs 	<ul style="list-style-type: none"> Provide brief updates on the project Advertise upcoming meetings and engagement activities 	<ul style="list-style-type: none"> Clarion will draft content for staff review City communications will send email blast from City listserv and 	<ul style="list-style-type: none"> Approximately two weeks prior to each community meeting, or to announce the release of interim drafts for review

TOOL	OBJECTIVES	RESPONSIBILITY	TIMING
		distribute through other existing listservs as appropriate	
Print/Online Media			
<ul style="list-style-type: none"> • <i>Idaho Mountain Express</i> • Sun Valley Online • The Weekly Sun 	<ul style="list-style-type: none"> • Build awareness of Plan and Code update process • Expand reach of advertising for community meetings and online input opportunities 	<ul style="list-style-type: none"> • City communications will prepare press releases and distribute to news outlets as appropriate 	<ul style="list-style-type: none"> • Press releases will be issued at least one week prior to a community meetings and public adoption hearings
Radio			
<ul style="list-style-type: none"> • K-SKI (103.7) Online • KECH (95.3 FM) Website • KDPI Drop-in Radio 	<ul style="list-style-type: none"> • Expand reach of advertising for community meetings and online input opportunities 	<ul style="list-style-type: none"> • City communications will distribute press releases to radio outlets as appropriate • City staff will participate in radio shows at key 	<ul style="list-style-type: none"> • Press releases will be issued at least one week prior to a community meetings and public adoption hearings
Flyers			
<ul style="list-style-type: none"> • Community message boards • City buildings, as well as schools, libraries, community centers, and other buildings with message boards 	<ul style="list-style-type: none"> • Build awareness of Plan and Code update, community meetings, and online input opportunities 	<ul style="list-style-type: none"> • Clarion will develop flyers in English and Spanish for distribution • City staff will print and distribute flyers as appropriate 	<ul style="list-style-type: none"> • Approximately two weeks prior to community meetings and public adoption hearings

4. OPPORTUNITIES FOR INPUT

Overview

This section outlines opportunities for public input during Phase 2 of the Plan and Code update process. Input opportunities generally correspond to major project milestones and vary for Plan vs. Code portions of the process. Details for each round of engagement will be refined based on discussions with staff, elected and appointed officials, and other stakeholders as the process moves forward.

TARGETED COMPREHENSIVE PLAN UPDATE

DATE	OPPORTUNITIES FOR INPUT	ENGAGEMENT OBJECTIVES
Review and Update Plan Foundations (Nov 2023. – May 2024)		
Nov. 2023- Feb. 2024	<ul style="list-style-type: none"> Initial Community Survey (statistically valid) Via mail 	<ul style="list-style-type: none"> Gauge community sentiment around overall quality of life and City services provided in Ketchum Check in on Vision and Core Community Values
Jan. 2024	<ul style="list-style-type: none"> CAC Kick-off Meeting (Virtual) 	<ul style="list-style-type: none"> Introduce project timeline and objectives Confirm CAC roles and responsibilities Check in on Vision and Core Community Values
Jan-Mar. 2024	<ul style="list-style-type: none"> Initial outreach campaign Staff led “road show” updates to regional partners/community groups as part of regularly scheduled meetings Tabling at community events (as appropriate) 	<ul style="list-style-type: none"> Introduce project timeline and objectives Highlight upcoming opportunities for collaboration and input Sign-up individuals interested in receiving e-mail updates about the process
Mid-Mar. 2024	<ul style="list-style-type: none"> CAC Meeting #2 	<ul style="list-style-type: none"> Present initial community survey results and proposed updates to Vision and Core Community Values Review and seek input on draft materials for first round of community and stakeholder engagement (e.g., major trends influencing Ketchum, results of the Land Capacity/Areas of Transition Analysis, and Land Demand vs. Supply Analysis)
April 2024	<ul style="list-style-type: none"> Community and Stakeholder Engagement: Round 1 (In-person meetings and online input opportunity) Community Open House Focus groups (topical) 	<ul style="list-style-type: none"> Provide a summary of trends/existing conditions and potential implications for future Seek input on proposed updates to Vision and Core Community Values

DATE	OPPORTUNITIES FOR INPUT	ENGAGEMENT OBJECTIVES
Mid-May 2024	<ul style="list-style-type: none"> Regional Roundtable Joint City Council/Planning and Zoning Commission Workshop 	<ul style="list-style-type: none"> Share preliminary results of first round of community and stakeholder engagement Seek input on preliminary framing of key policy choices
Key Policy Choices (March - June 2024)		
June 2024	<ul style="list-style-type: none"> CAC Meeting #3 (Virtual) 	<ul style="list-style-type: none"> Seek input on framing of key policy choices and preliminary directions for Future Land Use Plan (map and categories) in preparation for second round of community and stakeholder engagement
July 2024	<ul style="list-style-type: none"> Community and Stakeholder Engagement: Round 2 (In-person meetings and online input opportunity) Focus groups, organized around specific topics- or geographies-of-interest, at different locations throughout Ketchum Regional Roundtable discussion about key policy choices of regional interest (e.g., ACIs, housing) 	<ul style="list-style-type: none"> Introduce preliminary directions for Future Land Use Plan (map and categories) Identify preferred policy directions related to each of the key choices posed to the community (e.g., land use scenarios for key areas, density considerations, mix of uses)
Aug. 2024	<ul style="list-style-type: none"> Joint City Council/Planning and Zoning Commission Workshop 	<ul style="list-style-type: none"> Share preliminary results of second round of community and stakeholder engagement Seek input on preliminary preferred directions related to key policy choices and the Future Land Use Plan (map and categories) Seek input on a preliminary list of near-term priorities for the implementation plan
Draft Comprehensive Plan and Adoption (June 2024 - April 2025)		
Oct. 2024	<ul style="list-style-type: none"> CAC Meeting #4 (Virtual) 	<ul style="list-style-type: none"> Seek input on the consolidated draft of the updated Comprehensive Plan and near-term priorities for the implementation plan

DATE	OPPORTUNITIES FOR INPUT	ENGAGEMENT OBJECTIVES
Early-Nov. 2024	<ul style="list-style-type: none"> Community and Stakeholder Engagement: Round 3 (In-person meetings and online input opportunity) Community Open House Online Input Opportunity 	<ul style="list-style-type: none"> Seek input on the consolidated draft of the updated Comprehensive Plan Communicate preferred policy directions that emerged from the second round of community and stakeholder engagement (and how they've been addressed in the draft plan) Seek input on near-term priorities identified as part of the implementation chapter and Code Assessment Memo
Early-Dec. 2024	<ul style="list-style-type: none"> Joint City Council/Planning and Zoning Commission Workshop 	<ul style="list-style-type: none"> Share results of third round of community and stakeholder engagement Seek input on any outstanding questions or concerns to be addressed for the adoption draft
Mar.-Apr. 2025	<ul style="list-style-type: none"> Planning and Zoning Commission and City Council hearings with opportunities for public testimony 	<ul style="list-style-type: none"> Adoption of the updated Comprehensive Plan

CODE UPDATE (INITIAL TASKS)

DATE	OPPORTUNITIES FOR INPUT	ENGAGEMENT OBJECTIVES
Usability and Procedural Updates (Nov. 2023 – Feb. 2025)		
Nov. 2023- Jan. 2024	Online User survey (Usability and Procedural Updates)	<ul style="list-style-type: none"> Identify strengths and weaknesses of the format, structure, and organization of the current codes, as well as issues related to the implementation of Comprehensive Plan
Jan. 2024	CAG/TAG Meetings (virtual)	<ul style="list-style-type: none"> Review role of CAG/TAG in Code update Seek input on usability and procedural updates
Jan. 2024	Planning & Zoning Commission Update (Staff)	<ul style="list-style-type: none"> Update results of initial survey and input received as part of CAG and TAG meetings
May 2024	CAG/TAG Meetings (virtual)	<ul style="list-style-type: none"> Introduce and seek input on an initial draft of the consolidated and reorganized Code and procedures

DATE	OPPORTUNITIES FOR INPUT	ENGAGEMENT OBJECTIVES
May 2024	Planning & Zoning Commission Update (Staff)	<ul style="list-style-type: none"> Update on initial draft of the consolidated and reorganized Code and input received as part of CAG and TAG meetings
Aug. 2024	CAG/TAG Meetings (virtual)	<ul style="list-style-type: none"> Introduce and seek input on draft of updated procedures
Aug. 2024	Planning & Zoning Commission Update (Staff)	<ul style="list-style-type: none"> Update on reorganization and procedures and input received as part of CAG and TAG meetings
Oct. 2024	Community and Stakeholder Engagement (Consolidated and Reorganized Code + Updated Procedures): Community Open House	<ul style="list-style-type: none"> Update the general public on progress related to the Code process Seek input on Consolidated and Reorganized Code + Updated Procedures
Dec. 2024	CAG/TAG Meetings (virtual)	<ul style="list-style-type: none"> Share results of public input and confirm updates for adoption draft
Jan. – Feb. 2025	Planning and Zoning Commission and City Council hearings with opportunities for public testimony	<ul style="list-style-type: none"> Adoption of the Consolidated and Reorganized Code + Updated Procedures
Code Assessment/Phase 3 Scoping (June 2024 – Feb. 2025)		
Oct. 2024	CAG/TAG Meetings (virtual)	<ul style="list-style-type: none"> Present and confirm Code Assessment Memo recommendations
Early-Nov. 2024	Community and Stakeholder Engagement (Code Assessment Memo): Community Open House	<ul style="list-style-type: none"> Present and confirm Code Assessment Memo recommendations in conjunction with review of the draft Comprehensive Plan

Attachment 3

Phase 2 Scope of Work

Phase 2: Scope of Work

Background

In August 2023, the City initiated a targeted update of the Comprehensive Plan and a rewrite of the City’s Land Use Regulations (Code). This process includes three phases of work that are anticipated to take approximately two and a half years to complete. Based on input received during Phase 1, this scope of work is organized into two parts:

- Part 1: Targeted Comprehensive Plan Update
- Part 2: Code Update (Initial Tasks)

Opportunities for community and stakeholder input will be provided throughout Phase 2. Although some key meetings are identified at the task level as part of this scope of work, more general tasks for community and stakeholder engagement are also included to align with major project milestones. Each of these tasks represents a major “round” of community and stakeholder engagement that will include numerous meetings and opportunities for input. The specifics of each of these rounds of engagement and other aspects of the approach are provided in the accompanying Public Engagement Plan.

We anticipate a 16-month timeline for completion of Phase 2, assuming a mid-November contract initiation. Work on both parts of Phase 2 will progress concurrently, as illustrated on the project timeline.

OVERARCHING THEMES

Six overarching themes emerged from initial stakeholder meetings during Phase 1:

- Align the updated plan with recent plans and studies
- Clarify Future Land Use Plan (map and categories) and align with the Code
- Clarify sustainability and resilience priorities
- Expand focus on historic preservation
- Strengthen regional partnerships
- Clarify roles and responsibilities

A discussion of each theme is provided in the accompanying Comprehensive Plan Audit (Plan Audit).

Project Milestones

A summary of major dates and deliverables for the Comprehensive Plan update and Code Update (Initial Tasks) is provided below. Additional details are provided in the accompanying Public Engagement Plan.

Phase 2	2023		2024												2025			
	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr
Part 1: Targeted Comprehensive Plan Update																		
1.1 REVIEW AND UPDATE PLAN FOUNDATIONS																		
1.1.A. Initial Community Survey					✦													
1.1.B - Initial Outreach Campaign																		
1.1.C. Routine Technical Updates/Supplemental Analysis		●	✓	●														
1.1.D. Updates to Community Vision and Core Values			✓															
1.1.E. Community and Stakeholder Engagement (Round 1)						✳	✦											
1.2 FUTURE LAND USE PLAN/KEY POLICY CHOICES																		
1.2.A. Key Policy Choices (Framing)							✓	●										
1.2.B. Draft: Future Land Use Plan							✓											
1.2.C. Community and Stakeholder Engagement (Round 2)									✳	✦								
1.3 DRAFT COMPREHENSIVE PLAN AND ADOPTION																		
1.3.A. Staff Draft: Updated Comprehensive Plan										✓								
1.3.B. Public Draft: Updated Comprehensive Plan											●							
1.3.C. Community and Stakeholder Engagement (Round 3)												✳	✦					
1.3.D. Adoption Draft: Updated Comprehensive Plan													✓					
1.3.E. Adoption Hearings: Updated Comprehensive Plan														✓		✦	✦	
Part 2: Code Update (Initial Tasks)																		
2.1 USABILITY AND PROCEDURAL UPDATES																		
2.1.A. User Survey (Usability and Procedural Updates)		●																
2.1.B. Consolidated and Reorganized Code: Staff Draft						✓												
2.1.C. Consolidated and Reorganized Code: CAG/TAG Draft							●											
2.1.D. Updated Procedures: Staff Draft								✓										
2.1.E. Updated Procedures: CAG/TAG Draft									✓	●								
2.1.F. Community and Stakeholder Engagement (Usability and Procedural Updates)												✳	✦					
2.1.G. Adoption Draft: Consolidated and Reorganized Code + Updated Procedures												✓	●					
2.1.H. Adoption Hearings: Consolidated and Reorganized Code + Updated Procedures														✓		✦	✦	
2.2 CODE ASSESSMENT/PHASE 3 SCOPING																		
2.2.A. Staff Draft: Code Assessment Memo									✓									
2.2.B. Public Draft: Code Assessment Memo											●	✳	✦					
2.2.C. Phase 3 Scoping													✓		✦			

Opportunities for Input	
✓	Staff Review
✳	Stakeholder Meetings/Community Outreach
●	Citizen Advisory Committee Meeting (CAC)
●	Code Committee Meetings (CAG and TAG)
✦	Joint Meeting (City Council/Planning Commission)
✦	Adoption Hearings (Separate)

PART 1. TARGETED COMPREHENSIVE PLAN UPDATE

This Comprehensive Plan update will be targeted in scope and not a “start-from-scratch” effort. As a result, the overall timeline is shorter with fewer, but more in-depth, engagement opportunities. While the entire Comprehensive Plan will be reviewed and updated to some extent to reflect current conditions, improve usability, and address gaps, this update will focus specifically on challenges and opportunities related to land use, housing, multimodal transportation, historic preservation, sustainability, and community character. Tasks are organized into three groups:

- Review and Update Plan Foundations
- Future Land Use Plan and Key Policy Choices
- Draft Plan and Adoption

Part 1 of this scope of work supports the completion of the section-by-section recommendations provided in the accompanying Plan Audit. Many of these tasks will occur on a parallel track.

1.1. Review and Update Plan Foundations

Objectives

- Conduct initial community outreach/education
- Validate/refine community vision and core values
- Update background data and trends to help inform the plan update

1.1.A. INITIAL COMMUNITY SURVEY

A statistically valid community survey will be used to gauge community sentiment around the overall quality of life and City services provided in Ketchum, as well as seek input on the level of support for the ten core community values that were included in the 2014 Comprehensive Plan. This will be a staff-led effort (using an outside contractor) with support from the project team on the framing of customized questions.

1.1.B. INITIAL OUTREACH CAMPAIGN

City staff will conduct an initial outreach campaign while the initial community survey is underway. The campaign will function as an opportunity to educate the public, regional partners, and other stakeholders about the Comprehensive Plan update and Code update process, why the process is important to Ketchum and the region, and the types of opportunities for public engagement that will be used throughout the project. The project team will provide support on presentation materials and other marketing collateral.

1.1.C. ROUTINE TECHNICAL UPDATES/SUPPLEMENTAL ANALYSIS

The project team will work with City staff to complete routine technical updates and supplemental analysis necessary to inform the Comprehensive Plan update process. This task will include three components:

- **Review, update, and reorganize the Community Profile and Chapters 2-11.** Existing data, maps, and narrative will be updated to align the updated Comprehensive Plan with recent plans and studies, and incorporate the best available data. Opportunities to relocate key information (e.g.,

descriptions of related plans and studies and associated goals) to Chapters 2-11 will also be considered to make it more visible and accessible, to provide context for goals and policies, and to generally make the updated Comprehensive Plan more user-friendly. Updates will be guided by the section-by-section recommendations included in the Plan Audit that was prepared as part of Phase 1. The most substantial updates are anticipated to clarify current policy direction or address gaps within the 2014 Comprehensive Plan related to housing, community character (density/design), historic preservation, and sustainability/resilience. A working draft of the updated Community Profile and element chapters will continue to be refined in the background as the process progresses and will ultimately be incorporated as part of the updated Comprehensive Plan for review as part of Task 1.3.A. Staff will complete updates to inventory maps.

- **Land Capacity/Areas of Transition Analysis.** A parcel-based analysis of vacant and underutilized land within Ketchum will be conducted to provide a baseline understanding of what the ultimate buildout of the City and Areas of City Impact could be under current zoning regulations (such as density or floor area ratio requirements) and based on the City’s infrastructure capacity. The analysis will be conducted in an Excel workbook that City staff can maintain over time. The land capacity analysis will be accompanied by an ‘Areas of Transition’ map (prepared by the project team) that highlights properties that are anticipated to change (or those that will potentially be under pressure to change) based on current policies and regulations. This map will function as a visual tool to explore growth-related questions:
 - Whether the community is supportive of the level of change that’s anticipated in different areas; and
 - If not, what policies and regulations could be considered to help guide change?
- **Land Demand vs. Supply Analysis (Residential and Non-residential).** Building on the land capacity analysis in Task 1.1.D, the land demand versus supply analysis will help quantify future demand for different types of the types of development in Ketchum, based on recent trends and market conditions. This analysis will build upon the work EPS is currently wrapping up to document demand for residential and non-residential development (e.g., by type of housing and category of non-residential development). This analysis will also help contextualize Housing Action Plan recommendations.

Technical updates and supplemental analysis completed as part of this task will be used to set the stage for updates to the Future Land Use Plan (map and land use categories), help frame key policy choices for discussion, and ultimately inform the Code update. Summary slides with high level findings for all three components will be prepared to inform outreach conducted as part of Task 1.1.E. An initial draft will be shared with staff and the Citizen Advisory Committee. Based on input received on this initial draft, materials will be revised and shared as part of meetings and outreach conducted as part of Task 1.1.E.

1.1.D. UPDATES TO COMMUNITY VISION AND CORE VALUES

The project team will prepare proposed revisions to Chapter 1: Community Vision and Core Values based on survey results and input from staff. This task will include:

- A redlined version of Chapter 1;
- Proposed updates to the organizational structure of plan chapters that better align with core community values and current priorities; and
- Presentation slides and a brief handout that summarizes proposed changes to Chapter 1.

An initial draft will be shared with staff and the Citizen Advisory Committee. Based on input received on this initial draft, a summary of proposed changes will be prepared and shared as part of meetings and outreach conducted as part of Task 1.1.E. Input received will be incorporated as part of the draft plan in Task 1.3.A.

1.1.E. COMMUNITY AND STAKEHOLDER ENGAGEMENT (ROUND 1)

The primary intent the first round of community and stakeholder engagement will be to:

- Provide a high-level overview of where Ketchum updated trends information (where we are and where we are headed)
- Share the results of the community survey and how the plan framework is proposed to evolve based on this input.
- Begin to tease out some of the larger questions that will need to be answered as a result of the work that has been done up to this point.

These community and stakeholder meetings will be conducted in person over the course of two or three days and may include community open houses, joint meetings with elected and appointed officials, and regional roundtables. An online engagement opportunity will also be provided following the meetings that may be open for public comment for several weeks.

Deliverables

- Working draft of the updated Community Profile, element chapters, and Community Vision and Core Values
- Land Capacity/Areas of Transition Analysis (Map with supporting narrative and Excel workbook)
- Land Demand vs. Supply Analysis
- Presentation materials, survey questions, and other marketing collateral to support outreach efforts

1.2. Future Land Use Plan/Key Policy Choices

Objectives

- Evaluate key choices and trade-offs associated with land use scenarios for areas of transition
- Define and document preferred growth parameters (e.g. potential changes in density or allowed uses) for the Future Land Use Plan and to help inform the Code update

1.2.A. KEY POLICY CHOICES (FRAMING)

Using the data and information assembled as part of 1.1 tasks, the project team will work with City staff to frame potential trade-offs associated with different policy directions as they relate to the community's vision and goals (e.g., housing, historic preservation, sustainability/resiliency). The policy options provided will include considerations for the City of Ketchum as a whole, as well as for individual districts and neighborhoods or ACIs (e.g., Warm Springs ski base area, Downtown, light industrial area) and will evaluate how different policy choices address residential and non-residential needs and impact future growth capacity and long-term buildout. The suggested policy choices will also explore possible changes to underlying zone districts and new or updated development standards that could be implemented to achieve outcomes that better align with the community's vision and goals. Additional support materials (such as maps, massing models, and infographics) will be used to frame key policy choices for consideration. To the extent feasible, this task will draw from related planning efforts and

Ketchum, ID

lessons learned as part of ongoing discussions on growth-related topics in recent years. Based on input received from City staff and the Citizen Advisory Group, materials will be refined for broader discussion as part of Task 1.2.C.

1.2.B. FUTURE LAND USE PLAN (MAP AND LAND USE CATEGORIES)

In conjunction with Task 1.2.A., the Future Land Use Plan (map and categories) in the 2014 Comprehensive Plan will be restructured and expanded to move away from language that generally documents current conditions and move toward language and imagery that communicates Ketchum’s vision for the future. Land use category updates will focus on providing clarity regarding: desired land use mix, housing types, and density ranges. Defining neighborhood and district characteristics and site planning/design criteria may also be incorporated, based on recommendations for Chapters 4 and 12, as outlined in the Plan Audit. Based on input received from City staff and the Citizen Advisory Group, materials will be refined for broader discussion as part of Task 1.2.C.

Following the second round of community and stakeholder engagement, further updates to the Future Land Use Plan (map and land use categories) will be incorporated to reflect the community’s preferred direction for the City and ACI. Map updates will be completed by City staff in collaboration with the project team.

1.2.C. COMMUNITY AND STAKEHOLDER ENGAGEMENT (ROUND 2)

The focus of the second round of community and stakeholder engagement will be to identify preferred policy directions related to each of the key policy choices posed to the community. This round of engagement will include:

- In-person focus groups, organized around specific topics- or geographies-of-interest, at different locations throughout Ketchum;
- A Regional Roundtable discussion about key policy choices of regional interest (e.g., ACIs, housing); and
- An online input opportunity that mirrors questions asked as part of in-person meetings will also be provided.

At the conclusion of this task, Ketchum staff (with virtual assistance from the project team) will host a joint workshop with elected and appointed officials to present community preferences on key policy choices and seek guidance on any outstanding questions. This update will be used to confirm the overall direction for the draft plan as well as gather input on a preliminary list of near-term priorities for the implementation plan. If necessary, a second workshop will be held.

Deliverables

- Updated Future Land Use Plan (map and categories)
- Slides or display materials to help succinctly frame key policy choices for broader discussion as part of Task 1.2.C.
- Summary of input received as part of Task 1.2.C

1.3. Draft Comprehensive Plan and Adoption

Objectives

- Assemble a complete draft of the updated Comprehensive Plan for public review

- Finalize updated Comprehensive Plan for adoption

1.3.A. STAFF DRAFT: UPDATED COMPREHENSIVE PLAN

Building on tasks and deliverables associated with 1.1. and 1.2, the project team will assemble a staff draft of the updated Comprehensive Plan for review. This draft will include:

- Targeted updates to reflect recommendations contained in the Plan Audit;
- New/updated sections and preferred policy directions that emerged from the analysis and community engagement process;
- An updated Future Land Use Plan; and
- A new action plan to support the implementation of the updated Comprehensive Plan.

The document will be packaged in InDesign and include images, design elements, and features that will make the updated Comprehensive Plan engaging to read and easy to understand.

1.3.B. PUBLIC DRAFT: UPDATED COMPREHENSIVE PLAN

Based on input received from City staff and the Citizen Advisory Group, a public draft of the updated Comprehensive Plan will be prepared for broader review.

1.3.C. COMMUNITY AND STAKEHOLDER ENGAGEMENT (ROUND 3)

The focus of the third round of community and stakeholder engagement will be to introduce and seek input on the draft Comprehensive Plan. A particular emphasis will be placed on preferred policy directions that emerged from the second round of community and stakeholder engagement as well as seeking input on near-term priorities identified as part of the implementation chapter. This round of engagement is anticipated to include:

- A community open house; and
- An online input opportunity.

At the conclusion of this task, Ketchum staff (with virtual assistance from the project team) will host a joint workshop with elected and appointed officials to seek guidance on any outstanding questions or concerns to be addressed for the adoption draft. If necessary, a second workshop will be held.

1.3.D. ADOPTION DRAFT: UPDATED COMPREHENSIVE PLAN

The project team will assemble an adoption draft of the updated Comprehensive Plan that reflects input received as part of the final round of outreach.

1.3.E. ADOPTION HEARINGS

The project team will provide support to City staff in the form of materials, responses to questions and comments, and presentation assistance, during the adoption process for the updated Comprehensive Plan. Key team members will be available to participate (via Zoom) in up to four public workshops and/or hearings on the updated Comprehensive Plan before the Planning Commission and City Council.

Deliverables

- Staff draft, public draft, and adoption drafts of the updated Comprehensive Plan
- Slides or display materials to help support community and stakeholder engagement and adoption hearings
- Summary of input received as part of Task 1.3.C

- Transfer of final documents (in native and PDF format)

PART 2. CODE UPDATE (INITIAL TASKS)

The scope of work for Part 2 is intended to allow the code update to begin and proceed alongside the plan update as a related, but separate, project. This reflects stakeholder feedback emphasizing the importance of the code update and urging that it begin immediately, rather than waiting for completion of the plan.

The initial code update tasks will result in development of a completely reformatted and reorganized set of land use regulations that integrate several separate Ketchum ordinances, primarily zoning and subdivision. These initial tasks also will result in a major update of the administrative procedures portion of the regulations, which deal with processing and decisions on land use applications. This initial set of substantive amendments during Phase 2 will provide a strong foundation for additional targeted amendments that will occur in a later phase and that will involve additional edits to implement the updated plan.

This proposed approach will allow significant initial work on the Code update to proceed generally in the background while the plan process is underway. Based on our experience, we think this approach will allow us to get a strong start on the code process without overwhelming staff, decision-makers, and the public with multiple rounds of piece-meal amendments. Tasks are organized into two groups:

- Usability and Procedural Updates
- Code Assessment/Phase 3 Scoping

2.1. Usability and Procedural Updates

Objectives

- Improve the usability and functionality of the Code (including procedures) while the Comprehensive Plan update is underway.
- Shorten the overall timeline for rewriting the Code.

2.1.A. USER SURVEY (USABILITY AND PROCEDURAL UPDATES)

To jumpstart the Code update, a brief online survey will be used to gather feedback on the procedures and overall usability of the existing code. The survey will be distributed to heavy code users, such as the TAG, planning staff, and other City departments.

2.1.B. STAFF DRAFT: CONSOLIDATED AND REFORMATTED CODE

The feedback from the user survey will help inform Clarion’s approach to consolidating and reformatting the City’s land use regulations. As part of this process, Clarion will provide a memo illustrating different options for reorganizing and restructuring Title 17—Zoning Regulations and Title 16—Subdivision Regulations (and portions of related Titles 12 and 15) to improve usability and eliminate redundancy, where appropriate. Following staff comments on this memo and selection of an organizational approach, Clarion will prepare a staff draft of a consolidated and reformatted code for staff review. This staff draft will include:

- Reorganization and restructuring of Title 17—Zoning Regulations and Title 16—Subdivision Regulations (and portions of related Titles 12 and 15) to improve usability and eliminate redundancy, where appropriate.
- Current code graphics will be revised for clarity as needed, and new graphics added, to improve overall user-friendliness.

2.1.C. CAG/TAG DRAFT: CONSOLIDATED AND REFORMATTED CODE

Following one round of consolidated staff comments on the staff draft of the new code, Clarion will prepare a revised document, the “CAG draft,” to be discussed with the Code Advisory Group and Technical Advisory Group.

2.1.D. STAFF DRAFT: UPDATED PROCEDURES

Based on comments from the survey, discussions with staff, and the Code Advisory Group, Clarion will undertake a substantive update of the procedures section of the new code, using the public version of the reorganized/reformatted code developed in Task 2.1.C as a base. Expected areas of focus include:

- Clarification of the general procedures applying to most types of procedures;
- Standardization of the format for all procedures;
- Update of approval criteria;
- Reevaluation of public input process for major application types;
- Consideration of new application types;
- Consideration of decision-making authority (which bodies are appropriate to make which decisions);
- Reevaluation of application requirements; and
- Reevaluation of which procedural steps should be codified in the code and which should be maintained in separate administrative manuals or user guides.,

As with the reorganized/reformatted code, the first step of the drafting will include development of a staff version of the updated procedures.

2.1.E. CAG/TAG DRAFT: UPDATED PROCEDURES

Following one round of consolidated staff comments on the staff draft of the new procedures, Clarion will prepare a revised public draft to be discussed with the Code Advisory Group.

2.1.F. COMMUNITY AND STAKEHOLDER ENGAGEMENT (USABILITY AND PROCEDURAL UPDATES)

The primary focus of the community and stakeholder engagement conducted as part of Phase 2 of the Code update is to gather feedback on the proposed updates to procedures and the options for consolidating and reformatting the code. Opportunities for input may include:

- Joint elected and appointed officials update (conducted by staff at interim milestones to offer progress reports and seek input on options; conducted by Clarion as part of presentation of overall reorganized code and procedures update);
- Technical Advisory Group meeting (conducted virtually by Clarion team and staff);
- Community open house(s) (conducted via website and also by Clarion team and staff to introduce new reorganized code and procedures update);
- Focus groups with code users (conducted as part of initial onsite and virtual meetings); and
- Online comment opportunity

Information gathered during this round of engagement will also be used to inform the Code Assessment Memo and Phase 3 scope.

2.1.G. ADOPTION DRAFT: CONSOLIDATED AND REFORMATTED CODE + UPDATED PROCEDURES

Using the feedback provided by staff and gathered from community and stakeholder meetings, Clarion will prepare an adoption draft with consolidated and reformatted code recommendations and updated procedures.

2.1.H. ADOPTION HEARINGS: CONSOLIDATED AND REFORMATTED CODE + UPDATED PROCEDURES

Adoption of the consolidated and reformatted code, including the updated procedures section, will happen concurrently with or shortly after the adoption of the updated Comprehensive Plan. This will be a staff-led effort (with virtual support from the project team) involving presentations to the Planning Commission and City Council.

Deliverables

- User survey
- Staff memo: Organization options
- Consolidated/reorganized code: Staff Draft
- Consolidated/reorganized code: CAG/TAG Draft
- Updated procedures: Staff Draft
- Updated procedures: CAG/TAG Draft
- Consolidated and reformatted code with updated procedures: Adoption draft
- Adoption support materials (e.g., PPT) for staff-led presentations at adoption hearings

2.2. Code Assessment/Phase 3 Scoping

Objectives

- To provide an assessment of remaining substantive edits necessary to the land use regulations to implement the updated Comprehensive Plan as well as achieve other City goals.

2.2.A. STAFF DRAFT: CODE ASSESSMENT MEMO

Building on the internal staff code audit and input from the TAG and other code users, the project team will prepare a code assessment memo that highlights opportunities to align land use regulation updates with the recommendations made in the updated Future Land Use Plan. The code assessment memo will be drafted roughly concurrently with the updated comprehensive plan draft. Recommendations made in the code assessment memo will be broad enough to allow flexibility for Phase 3.

This memo would need to be informed by a round of stakeholder engagement conducted following adoption of the plan that is focused solely on the regulations.]

2.2.B. PUBLIC DRAFT: CODE ASSESSMENT MEMO

Following one round of consolidated staff comments on the staff draft of the assessment memo, Clarion will prepare a revised public draft to be discussed with the Code Advisory Group.

2.2.C. PHASE 3 SCOPING

A scope, schedule, and budget defining the final round of tasks to complete the Code Update will be provided. Clarion anticipates the Phase 3 scope will include:

- Updates to districts and uses
- Updates to development standards
- Refinements to procedures (as needed, based on updates to the above)

Deliverables

- Code Assessment memo: Staff Draft
- Code Assessment memo: CAG/TAG Draft
- Phase 3 scope, schedule, and budget

Cost Proposal

Our baseline cost to complete this Phase 2: Scope of Work is: \$311,630. We have also included a 10% contingency budget of \$31,173 to cover additional tasks as may be assigned. A separate breakdown of costs for the Targeted Comprehensive Plan update and Code update is provided below and on the following page.

Ketchum Comp Plan and Code Rewrite (Phase 2)							
Task	Clarion				EPS		Total
Team Member	White D.	Goebel	Squyer	White H.	Prosser	Associate	
Billable Rate \$/Hour	\$185	\$225	\$90	\$95	\$250	\$145	
Part 1: Targeted Comprehensive Plan Update							
1.1: Review and Update Plan Foundations							
1.1.A. Initial Community Survey	2	0	0	0	0	0	2
1.1.B. Initial Outreach Campaign	4	0	16	16	0	0	36
1.1.C. Routine Technical Updates/Supplemental Analysis	24	0	80	0	32	40	176
1.1.D. Updates to Community Vision and Core Values	12	0	16	0	0	0	28
1.1.E. Community and Stakeholder Engagement (Round 1)	40	0	60	16	12	0	128
1.1: Total Hours	82	0	172	32	44	40	370
1.1: Total Labor	\$15,170	\$0	\$15,480	\$3,040	\$11,000	\$5,800	\$44,690
1.1: Person trips	1	0	1	0	1	0	3
1.1: Total Travel	\$950	\$0	\$950	\$0	\$950	\$0	\$2,850
Task 1.2: Future Land Use Plan/Key Policy Choices							
1.2.A. Key Policy Choices (Framing)	16	2	24	0	8	0	50
1.2.B. Future Land Use Plan (Map and Land Use Categories)	16	2	40	0	8	0	66
1.2.C. Community and Stakeholder Engagement (Round 2)	40	32	60	16	0	0	148
1.2: Total Hours	72	36	124	16	16	0	264
1.2: Total Labor	\$13,320	\$8,100	\$11,160	\$1,520	\$4,000	\$0	\$38,100
1.2: Person trips	1	1	1	0	0	0	3
1.2: Total Travel	\$950	\$950	\$950	\$0	\$0	\$0	\$2,850
Task 1.3: Draft Comprehensive Plan and Adoption							
1.3.A. Staff Draft - Updated Comprehensive Plan	40	4	120	40	8	0	212
1.3.B. Public Draft - Updated Comprehensive Plan	24	4	40	24	4	0	96
1.3.C. Community and Stakeholder Engagement (Round 3)	40	0	0	0	0	0	40
1.3.D. Adoption Draft - Updated Comprehensive Plan	24	0	40	24	2	0	90
1.3.E. Adoption Hearings	16	6	6	0	0	0	28
1.3: Total Hours	144	14	206	88	14	0	466
1.3: Total Labor	\$26,640	\$3,150	\$18,540	\$8,360	\$3,500	\$0	\$60,190
1.3: Person trips	0	0	0	0	0	0	0
1.3: Total Travel	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Part 1: Project Total Hours	298	50	502	136	74	40	1100
Part 1: Project Total Labor	\$55,130	\$11,250	\$45,180	\$12,920	\$18,500	\$5,800	\$148,780
Part 1: Project Total Person Trips	2	1	2	0	1	0	6
Part 1: Total Travel Expenses	\$1,900	\$950	\$1,900	\$0	\$950	\$0	\$5,700
Part 1: Total Fees: Labor and Expenses	\$57,030	\$12,200	\$47,080	\$12,920	\$19,450	\$5,800	\$154,480
10% Contingency (Other tasks as assigned)							\$15,448

Ketchum Plan and Code Rewrite (Phase 2)					
Task	Clarion				Total
Team Member	Goebel	White D.	Associate	White H.	
Billable Rate \$/Hour	\$225	\$185	\$110	\$95	
Part 2: Code Update (Initial Tasks)					
2.1: Usability and Procedural Updates					
2.1.A. User Survey (Usability and Procedural Updates)	2	0	8	0	10
2.1.B. Staff Draft: Consolidated and Reformatted Code	40	0	90	60	190
2.1.C. CAG/TAG Draft: Consolidated and Reformatted Code	30	0	60	20	110
2.1.D. Staff Draft: Updated Procedures	50	0	100	10	160
2.1.E. CAG/TAG Draft: Updated Procedures	30	0	60	10	100
2.1.F. Community and Stakeholder Engagement (Usability and Procedural Updates)	60	0	100	20	180
2.1.G. Adoption Draft: Consolidated and Reformatted Code + Updated Procedures	0	0	0	0	0
2.1.H. Adoption Hearings: Consolidated and Reformatted Code + Updated Procedures	20	0	0	0	20
2.1: Total Hours	232	0	418	120	770
2.1: Total Labor	\$52,200	\$0	\$45,980	\$11,400	\$109,580
2.1: Person trips	2		2		4
2.2: Total Travel	\$1,900	\$0	\$1,900	\$0	\$3,800
2.2: Code Assessment/Phase 3 Scoping					
2.2.A. Staff Draft: Code Assessment Memo	40	30	60	8	138
2.2.B. Public Draft: Code Assessment Memo	20	0	30	8	58
2.2.C. Phase 3 Scoping	40	0	40	0	80
2.2: Total Hours	100	30	130	16	276
2.2: Total Labor	\$22,500	\$5,550	\$14,300	\$1,520	\$43,870
2.2: Person trips	0		0		0
2.2: Total Travel	\$0	\$0	\$0	\$0	\$0
Part 2: Project Total Hours	332	30	548	136	1046
Part 2: Project Total Labor	\$74,700	\$5,550	\$60,280	\$12,920	\$153,450
Part 2: Project Total Person Trips	2	0	2	0	4
Part 2: Total Travel Expenses	\$1,900	\$0	\$1,900	\$0	\$3,800
Part 2: Total Fees: Labor and Expenses	\$76,600	\$5,550	\$62,180	\$12,920	\$157,250
10% Contingency (Other tasks as assigned)					\$15,725



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

Reasons for Recommendation:

- Staff continues to refine the opportunities for added transparency regarding city finances.
- This new process will allow the City Council to review and approve encumbrances and re-budgets prior to the external audit commencing.
- Staff will return in December following the audit with the detailed FY23 report for review and discussion.

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

- All funds performed positively against their planned budgets. Attachment one illustrates how each fund ended from a budget perspective (revenues over expenses).
- Attachment two outlines the proposed encumbrances from FY23 into FY24. These are existing open purchase orders/contracts which have not been completed.
- Attachment three illustrates the proposed capital improvement projects that were not completed in FY23 and are proposed to be re-budgeted into FY24 for completion.

Sustainability Impact:

Financial Impact:

None OR Adequate funds exist in account:	All proposed actions align with the approved FY24 budget.
--	---

Attachments:

1. Net budget results and corresponding fund balances by fund
2. Proposed encumbrances
3. Proposed capital improvement projects re-budget

FUND	FY23 Fund Balance Carry over	Revenue Over Expenses ¹	Start of FY24 Fund Balance Carry-over *NOT AUDITED	Restricted & Budgeted Use	Fund Balance Available
General Fund	5,856,870.74	1,497,379.58	7,354,250.32	(2,462,909.00)	4,891,341.32
Wagon Days	17,853.98	(4,882.22)	12,971.76	-	12,971.76
CIP		2,881,216.00	2,881,216.00	(1,000,000.00)	1,881,216.00
LOT	731,809.00	292,297.47	1,024,106.47	(104,000.00)	920,106.47
Add'l LOT	1,021,494.76	(623,151.37)	398,343.39	(116,595.00)	281,748.39
In-Lieu	2,366,255.66	(74,399.27)	2,291,856.39	(2,291,856.39)	-
Housing	551,193.56	(246,640.90)	304,552.66	(148,152.00)	156,400.66
Water	2,691,566.13	(195,320.52)	2,496,245.61	(539,883.00)	1,956,362.61
Water CIP	556,762.95	24,172.41	580,935.36	-	580,935.36
Wastewater	1,628,024.40	(696,354.63)	931,669.77	(23,550.00)	908,119.77
Wastewater CIP	1,569,665.51	7,221,860.23	8,791,525.74	(1,498,226.00)	7,293,299.74

1 - No funds exceeded approved expenses. Funds with brackets required access to fund balances.

Vendor Name	PO Amount	Invoice Amount	Open Amount	Description	Fund
BD CONSULTING LLC	\$ 25,000.00	\$ 5,822.50	\$ 19,177.50	PROFESSIONAL SERVICES	General Fund
BEST DAY HR	\$ 49,900.00	\$ -	\$ 49,900.00	PROFESSIONAL SERVICES	General Fund
HOLST ARCHITECTURE, INC	\$ 6,800.00	\$ 6,000.00	\$ 800.00	PROFESSIONAL SERVICES	General Fund
JACOBS ENGINEERING GROUP, INC.	\$ 35,000.00	\$ 17,382.93	\$ 17,617.07	PROFESSIONAL SERVICES	General Fund
ECONOMIC AND PLANNING SYSTEMS, INC	\$ 45,000.00	\$ 45,000.00	\$ -	PROFESSIONAL SERVICES	General Fund
CLARION ASSOCIATES LLC	\$ 9,500.00	\$ -	\$ 9,500.00	PROFESSIONAL SERVICES	General Fund
CINTAS	\$ 20,000.00	\$ 205.76	\$ 19,794.24	PROFESSIONAL SERVICE	General Fund
CSHQA, INC.	\$ 7,300.00	\$ -	\$ 7,300.00	GENERAL FUND OP. CONTINGENCY	General Fund
NATIONAL FOREST FOUNDATION	\$ 10,000.00	\$ -	\$ 10,000.00	GENERAL FUND OP. CONTINGENCY	General Fund
JACOBSEN, KAREN	\$ 8,600.00	\$ 8,500.00	\$ 100.00	GENERAL FUND OP. CONTINGENCY	General Fund
STUDIO SUPERBLOOM, LLC	\$ 89,616.00	\$ 89,616.00	\$ -	GENERAL FUND OP. CONTINGENCY	General Fund
MURRAY GROUP	\$ 23,000.00	\$ 3,750.00	\$ 19,250.00	GENERAL FUND OP. CONTINGENCY	General Fund
ARBOR CARE	\$ 14,978.00	\$ 8,789.00	\$ 6,189.00	PROFESSIONAL SERVC-CITY TREES	General Fund
BIG WOOD LANDSCAPE, INC.	\$ 25,000.00	\$ 24,001.60	\$ 998.40	PROF SERV-CITY BEAUTIFICATION	General Fund
LILY & FERN, LLC	\$ 27,440.74	\$ 27,440.74	\$ -	PROF SERV-CITY BEAUTIFICATION	General Fund
DATA TICKET INC	\$ 15,000.00	\$ 15,000.00	\$ -	PARKING OPS PROCESSING FEES	General Fund
IDAHO TRAFFIC SAFETY INC	\$ 61,740.33	\$ 55,426.83	\$ 6,313.50	MAINTENANCE & IMPROVEMENTS	General Fund
SALTWORX INC	\$ 33,660.00	\$ 33,660.00	\$ -	MAINTENANCE & IMPROVEMENTS	General Fund
General Fund Encumbrance			\$ 166,939.71		
BIG WOOD LANDSCAPE, INC.	\$ 75,224.10	\$ 57,790.63	\$ 17,433.47	LITTLE PARK UPGRADES	CIP
GGLO	\$ 24,750.00	\$ 33,427.80	\$ -	2ND AVENUE SHARROWS/BIKE PATH	CIP
CANYON EXCAVATION. LLC	\$ 420,143.68	\$ 302,633.23	\$ 117,510.45	4TH STREET PAVER REP(MAIN/WAL)	CIP
JACOBS ENGINEERING GROUP, INC.	\$ 76,890.00	\$ -	\$ 76,890.00	MAIN STREET REHAB	CIP
HDR ENGINEERING, INC.	\$ 88,215.91	\$ 67,384.55	\$ 20,831.36	MAIN ST/WARM SPRINGS DESIGN	CIP
DAVID EVANS & ASSOCIATES INC	\$ 49,507.00	\$ 20,632.44	\$ 28,874.56	MAIN STREET REHAB	CIP
BROWN AND CALDWELL	\$ 29,325.00	\$ 14,954.67	\$ 14,370.33	SIDEWALK CURB AND GUTTER	CIP
INTERMOUNTAIN PLAYGROUND CO	\$ 26,621.20	\$ 15,972.72	\$ 10,648.48	ATKINSON PARK LLF FENCE	CIP
ATVTRACKS.NET	\$ 5,850.00	\$ -	\$ 5,850.00	RESCUE (CITY PROVIDED)	CIP
PNC BANK NATIONAL ASSOCIATION	\$ 612,643.00	\$ -	\$ 612,643.00	ENFORCER PUC PUMPER KB790	CIP
CIP Encumbrance			\$ 905,051.65		
KETCHUM COMMUNITY DEVELOPMENT	\$ 2,531,551.18	\$ 551,551.18	\$ 1,980,000.00	BLUEBIRD VILLAGE HOUSING	In-Lieu
In-Lieu Encumbrance			\$ 1,980,000.00		
NESTED STRATEGIES	\$ 22,500.00	\$ 3,750.00	\$ 18,750.00	PROFESSIONAL SERVICES	Housing

Encumbrances | Detail

BYRON W. FOLWELL, ARCHITECT, LLC	\$ 10,000.00	\$ 8,700.00	\$ 1,300.00	PROFESSIONAL SERVICES	Housing
SUNNY SHAW & ASSOCIATES	\$ 16,050.00	\$ 2,350.00	\$ 13,700.00	PROFESSIONAL SERVICES	Housing
HOLST ARCHITECTURE, INC	\$ 57,500.00	\$ 40,000.00	\$ 17,500.00	PROFESSIONAL SERVICES	Housing
COURTNEY NOBLE	\$ 28,700.00	\$ -	\$ 28,700.00	PROFESSIONAL SERVICES	Housing
RIAN ROONEY	\$ 50,400.00	\$ 8,837.50	\$ 41,562.50	PROFESSIONAL SERVICES	Housing
PLACEMATE, INC	\$ 94,000.00	\$ 4,500.00	\$ 89,500.00	LEASE TO LOCALS PROF SERVICES	Housing
BEST DAY HR	\$ 5,000.00	\$ 5,000.00	\$ -	PROFESSIONAL SERVICES	Housing
Housing Encumbrance			\$ 211,012.50		
CLEAR SOLUTIONS ENGINEERING LLC	\$ 12,400.00	\$ 1,445.00	\$ 10,955.00	PROFESSIONAL SERVICES	Water
LUNCEFORD EXCAVATION, INC.	\$ 34,200.00	\$ 34,200.00	\$ -	CONSTRUCTION	Water
DC ENGINEERING	\$ 50,000.00	\$ 16,602.50	\$ 33,397.50	NEW STAND-BY GENERATOR WA/ADM.	Water
LLOYD CONSTRUCTION INC.	\$ 275,000.00	\$ -	\$ 275,000.00	NEW STAND-BY GENERATOR WA/ADM.	Water
Water Encumbrance			\$ 319,352.50		
THATCHER COMPANY, INC.	\$ 35,000.00	\$ 32,618.13	\$ 2,381.87	CHEMICALS	Wastewater
BEST DAY HR	\$ 5,000.00	\$ 5,000.00	\$ -	PROFESSIONAL SERVICES	Wastewater
HDR ENGINEERING, INC.	\$ 10,500.00	\$ -	\$ 10,500.00	PROFESSIONAL SERVICES	Wastewater
HDR ENGINEERING, INC.	\$ 7,900.00	\$ -	\$ 7,900.00	PROFESSIONAL SERVICES	Wastewater
AQUA-AEROBIC SYSTEMS, INC.	\$ 22,927.95	\$ -	\$ 22,927.95	REPAIR & MAINT-MACH & EQUIP	Wastewater
S. ERWIN EXCAVATION INC	\$ 5,738.00	\$ -	\$ 5,738.00	COLLECTION SYSTEM SERVICES/CHA	Wastewater
ROBERTS ELECTRIC	\$ 9,120.00	\$ 9,120.00	\$ -	ENERGY EFFICIENCY PROJECTS	Wastewater
HDR ENGINEERING, INC.	\$ 133,200.00	\$ 6,663.87	\$ 126,536.13	CAPITAL IMP PLAN(NO SHARING)	Wastewater
USA BLUEBOOK	\$ 1,760.00	\$ 1,760.00	\$ -	CAPITAL IMP PLAN(NO SHARING)	Wastewater
HDR ENGINEERING, INC.	\$ 250,340.00	\$ 92,069.04	\$ 158,270.96	AERATION BASINS BLOWERS & ELEC	Wastewater
AERZEN USA CORP	\$ 205,788.00	\$ 102,894.00	\$ 102,894.00	AERATION BASINS BLOWERS & ELEC	Wastewater
HDR ENGINEERING, INC.	\$ 96,230.00	\$ 77,010.65	\$ 19,219.35	REMOVE DIGESTER NO 1 BLDG & FL	Wastewater
Wastewater Encumbrance			\$ 456,368.26		
NESTED STRATEGIES	\$ 6,750.00	\$ 6,750.00	\$ -	WARM SPRINGS PRESR-RESTORATION	WSP
STUDIO SUPERBLOOM, LLC	\$ 95,000.00	\$ 798.50	\$ 94,201.50	WARM SPRINGS PRESR-RESTORATION	WSP
Warm Springs Preserve Encumbrance			\$ 94,201.50		
TOTAL	\$ 5,989,260.09	\$ 1,865,011.77	\$ 4,132,926.12		

CIP 2023 Project - Deferred to 2024	Department	Projected Amount
Atkinson Park Irrigation Upgrades	Facilities	\$50,000
Forest Sevice Park Building Repair & Maintenance	Facilities	\$116,501
John Deere Mower X729 2011 - Replacement	Facilities	\$34,000
4th Street Paver Replacement - Phase II	Mobility	\$117,511
5th Street Sidewalk replacement (alley to Leadville)	Mobility	\$175,241
East Ave Fog Sealing	Mobility	\$40,461
Total		\$533,714

FY24 Total Planned Expenditures ¹	\$3,046,602
FY24 Total Revenue	\$3,693,964
FY24 Projected CIP Fund Balance	\$647,362

1. CIP total carry-over included