



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

Agenda

- ROLL CALL
- CALL TO ORDER: By Mayor Neil Bradshaw
- COMMUNICATIONS FROM MAYOR AND COUNCILORS
- COMMUNICATIONS FROM THE PUBLIC on matters not on the agenda (Comments will be kept to 3 minutes)
- CONSENT AGENDA: Note: **(ALL ACTION ITEMS)** The Council is asked to approve the following listed items by a single vote, except for any items that a Councilmember asks to be removed from the Consent Agenda and considered separately
 1. Approval of Minutes: Regular Meeting November 18, 2019
 2. Authorization and approval of the payroll register
 3. Authorization and approval of the disbursement of funds from the City’s treasury for the payment of bills in the total sum of \$231,780.13 as presented by the Treasurer.
 4. Recommendation to approve Contract #20430 with Galena Engineering for Engineering services for the next phase of Ketchum Springs – Water Superintendent Pat Cooley
 5. Recommendation to approve Resolution #19-031 to appoint Olin Glenne on the Visit Sun Valley Board
 6. Approval of a Letter of Support for Blaine County’s LRHIP Grant Application – Assistant City Administrator Lisa Enourato
- PUBLIC HEARINGS AND DISCUSSIONS (Public comment and input taken on the following items)
 7. **ACTION ITEM:** Recommendation to accept public comment, and review and determine: (1) if Trail Creek LLC has cured the development agreement breach or (2) declare Trail Creek Fund LLC in breach of its development agreement with the City and (3) direct staff to proceed to initiate communications and administrative work as necessary to prepare for immediate site restoration should Trail Creek Fund LLC not timely cure such breach
 8. **ACTION ITEM:** The PEG Ketchum Hotel LLC proposed Ketchum Boutique Hotel at 260 & 280 River Street and 251 S. Main Street applications for Planned Unit Development, Conditional Use Permit, and Development Agreement hearings – Director of Planning & Building John Gaeddert
 9. **ACTION ITEM:** Recommendation to adopt for first reading of Ordinance #1205 prohibiting the use of handheld wireless devices while operating a vehicle upon a street or highway within the City of Ketchum—Police Chief Dave Kassner
 10. **ACTION ITEM:** Recommendation to approve the Onyx at Leadville Residence: Phase I Final Plat—Director of Planning and Building John Gaeddert
 11. **ACTION ITEM:** Recommendation to approve the Beck Subdivision Lot Line Shift Plat-- Director of Planning & Building John Gaeddert
 12. **ACTION ITEM:** Recommendation to approve the Fisher Condominiums Unit 1A & 2A Final Plat-- Director of Planning & Building John Gaeddert

- **13. ACTION ITEM:** Recommendation to approve the Doughty Lot Line Shift Final Plat—Senior Planner Brittany Skelton
- STAFF AND COUNCIL COMMUNICATIONS (council deliberation, public comment not taken)
- **14. ACTION ITEM:** Recommendation to approve Contract #20431 between the City of Ketchum and Molly Snee – Assistant City Administrator Lisa Enourato
- **15. ACTION ITEM:** Recommendation to approve MOU# 20434 between the Ketchum Urban Renewal Agency and the City of Ketchum for a financial contribution towards the purchase of fire apparatus—City Administrator Suzanne Frick
- ADJOURNMENT

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

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

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

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

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

Please note that all people may speak at public hearings.

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

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

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Thank you for your participation.

We look forward to hearing from you



CITY OF KETCHUM, IDAHO SPECIAL CITY COUNCIL MEETING

Monday, November 18, 2019, 4:00 PM.

480 East Avenue, North, Ketchum, Idaho

PRESENT

Mayor Neil Bradshaw

Council President Michael David

Councilor Amanda Breen

Councilor Jim Slanetz

ABSENT

Councilor Courtney Hamilton

STAFF PRESENT

Ketchum City Administrator Suzanne Frick

Ketchum City Attorney Kirk Houston

Director of Finance & Internal Services Grant Gager

Director of Planning & Building John Gaeddert

- **CALL TO ORDER:** By Mayor Neil Bradshaw

Mayor Neil Bradshaw called the meeting to order at 4:03 pm.

- **COMMUNICATIONS FROM MAYOR AND COUNCILORS**

Mayor Neil Bradshaw congratulated Councilor Jim Slanetz and Council President Michael David for the win in the election and thanked them for continuing to serve. He welcomed Fire Chief Bill McLaughlin and thanked the public for the support of the Fire Bond.

- **COMMUNICATIONS FROM THE PUBLIC** on matters not on the agenda (Comments will be kept to 3 minutes)
Mayor Neil Bradshaw asked for public comment.

Tom McLean Ketchum Sun Valley Volunteer Association congratulated Jim Slanetz and Michael David on their re-election. He appreciates the MOU partnership with the YMCA and the City and talked about the possible relocation of the training facility and asked that the Fire Department be included in the process

Susan Wingate is very pleased that the bond for the Fire Department passed, however has concerns about the YMCA parking lot location. She suggested the location be very accessible and possibly off the highway. Susan Wingate stated that the YMCA is very congested.

Susan Scovell read a letter from Jen Smith congratulating the City on the Bond. She voiced her objection to the YMCA parking lot location and talked about the history of the YMCA location and the Skate Park. She talked about the area being a safety zone. Susan Scovell advised that she is in agreement with Jen Smith's comments and would like to talk about her suggestions on location in the future.

Jane Mitchell talked about the importance of unity and about the bond not being site specific. She advised that she thinks there is a problem with transparency and the wording was very misleading. She talked about the advertis

saying there was no cost to the city which is untrue and talked about this agenda being misleading and not referencing the Fire House site.

Gary Hoffman is very pleased with the results of the bond election. He pointed out 3 facts stating that the new Fire House will be close to the center of town, the site was considered over a number of years and the YMCA and skate park are major users. Gary Hoffman stated that the YMCA supports the location and talked about traffic and Ambulance and Medical calls that serve Ketchum. Councilor Amanda Breen thanked Gary Hoffman and Jim Plummison for all their hard work to get the bond passed.

Richard Canfield gave his congratulations on the funding of the fire station but said that it does not end in the vote, stating the City still has time to change the location. Mr. Canfield stated that the City needs to have an open public conversation to keep public good will and talked about the goals.

Lara McLean thanked council for the fire truck and the jobs that they saved. She hopes to impress on the council to meet the needs of the community and stated that this should not be a substation for the City of Sun Valley, this should be a public safety facility for fire and police.

Greg Martin gave his congratulations on the election. He stated that the community recognizes the need for the fire station, and he is here to speak for the Fire Department. They do not want to rush this thru. He is not in favor of the proposed location. He talked about the protocol of an emergency call.

Mayor Neil Bradshaw talked about the process the council has gone thru for the last 2 1/2 years stating it was extensive and thorough and there was representation from the public. Mayor Bradshaw talked about a location that is being discussed since the election. He talked about the work that would need to be done to the open space law for that proposed location. He talked about the extended public process and the possible legal actions that may occur. Mayor Bradshaw gave a number of issues with the proposed land and advised that he welcomes petitions to know what the public wants. He clarified that the City has no intention of moving the training facility. He referenced the McGrath Study advising that it identified the YMCA location as an ideal location for the fire station. The Mayor is delighted with the support of the community and he plans to keep the fire station on track.

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

The Mayor moved item 10 to the next agenda.

1. Approval of Minutes: Regular Meeting November 4, 2019
2. Authorization and approval of the payroll register
3. Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills in the total sum of \$574,585.62 as presented by the Treasurer.
4. Monthly Financial State of the City - Director of Finance and Internal Services Grant Gager
5. Authorization and approval of Beer & Wine License for the TNT Taproom
6. Authorization to approve Resolution #19-026 establishing the 2020 calendar for the City Council
7. Authorization to approve Resolution #19-025 establishing 2020 Ketchum Planning & Zoning Commission Meeting Dates – Director of Planning & Building John Gaeddert
8. Recommendation to Adopt Resolution #19-028 Accepting the Canvassed Election Results from the Blaine County Board of Commissioners – City Clerk Robin Crotty
9. Authorization to approve Joint Powers Agreement #20427 between Blaine County and the City of Ketchum relating to Law Enforcement Services – City Administrator Suzanne Frick
10. Recommendation to approve Resolution #19-031 to appoint Olin Glenne on the Visit Sun Valley Board

Motion to accept the consent agenda

Motion made by Councilor Slanetz, Seconded by Councilor Breen.

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

● PUBLIC HEARINGS AND DISCUSSIONS (Public comment and input taken on the following items)

11. ACTION ITEM: Recommendation to approve Lease Agreement #20428 between the Community Library and City of Ketchum—City Administrator Suzanne Frick

Mayor Neil Bradshaw explained the agreement before them and asked for public comment. Jenny Davidson from the Community Library echoed Mayor Bradshaw's thoughts. She talked about all the success of the Community Library and advised that she is excited to move forward with the lease and looks forward to the use of Forest Service Park.

Mayor Neil Bradshaw expressed his support of re-envisioning the space. Councilor Jim Slanetz questioned what is in the middle building? Jenny Davidson explained it is historical exhibits. Councilor Amanda Breen talked about the development of the lease and her support.

Motion to authorize the Mayor to approve Lease 20428 with the Community Library

Motion made by Councilor Slanetz, Seconded by Councilor Breen.

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

12. ACTION ITEM: Recommendation to approve the Final Plat for 100 Seventh Condominium (previously referenced as Sun Valley Dental Arts Building), located on Lot 5, Block 34, City of Ketchum – Senior Planner Brittany Skelton

Mayor explained that this is the final step prior to issuing the Certificate of Occupancy. This is an administrative act and asked for public comment. There was none.

Motion to approve the 100th Seventh Final Plat subject to City issuance of a Certificate of Occupancy for the building and condominium units.

Motion made by Councilor Breen, Seconded by Councilor Slanetz.

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

13. ACTION ITEM: Proposed amendment to the Onyx FAR Exceedance Agreement #20171 to change the identified Mitigation Property from 121 Short Swing Lane to 102 Irene Street and possibly allow the Onyx Developer / J Peterman Development, LLC to sell and/or assign Excess Square Footage in the identified Mitigation Property to other developments – Director of Planning & building John Gaeddert

Mayor Neil Bradshaw explained the agreement before them. He talked about the staff recommendation saying credits will be contemplated at a later date. This is a straight swap for one property for another.

Mayor Neil Bradshaw asked for public comment.

Shannon Flavin read a letter from Chris, a developer of the project from the inception. He gave the background of the project and when it began. He talked about the affordable housing issue in Bozeman, MT explaining that he feels it is the most important issue in our towns today. He talked about the FAR program before council and about delivering a property to Blaine County Housing Authority. He talked about obtaining the exact sq. footage was impossible and he is not interested in coming in under the sq. footage. He is looking into using excess sq.

footage and feels it is important to deliver a property rather than paying the In-Lieu fees. He talked about the positives of using the excess towards the flexibility and spoke in support.

Ed Johnson, 110 Wood River Dr., spoke in support of affordable housing. He talked about the proposal creating a secondary market for the sq. footage and should not be allowed.

Bob Crosby does not agree with the previous comment saying this developer is offering existing product to the City and it is coming in at a far higher value. He advised that this information has been emailed to all of council. Bob Crosby addressed the credits and advised there would not be a secondary market. He thinks council should consider this and talked about all that the city would benefit from.

Nathan Harvil, Blaine County Housing Authority echoed Bob Crosby's comments and said that the Blaine County Housing Authority has been involved and this is a need that exists. He believes this could be done correctly and is in support of whatever can be done to benefit the community.

Layne Thompson, Magleby Construction in Ketchum, voiced his support of approving this language. Based on his experience he believes Ketchum has stumbled upon a solution for community housing. It's the government's responsibility to develop fair markets to assist a community. Part of the challenge is the In-Lieu monies that come into the city coffures. This will assist but the regulation will be important. He voiced problems with the short-term rental market.

Shannon Flavin spoke for himself in favor of the agreement.

Mayor Bradshaw appreciates the housing given from Onyx and voiced support of the swap of property saying it has to happen soon. Mayor Bradshaw explained that there will be a longer discussion about the credits and the policy.

Councilor Jim Slanetz questioned the property on Short Swing Lane and where it is going. Blaine County Housing Authority Executive Director Nathan Harvil explained, it goes into the long-term inventory. Jim Slanetz questioned what is different about Ben Franz' unit. Mayor Bradshaw clarified that the funding goes to Ben Franz but managed thru BCHA. Nathan Harvil explained that all applicants come from the BCHA. Jim Slanetz questioned the In-Lieu fees. Nathan Harvil explained that BCHA never owns the property outright. There was a discussion as to how to use In-Lieu fees. Jim Slanetz referenced Whistler and questioned how the money could be used to reproduce for funding for the next project to create a snowball effect. Mayor Neil Bradshaw voiced support of Jim Slanetz's comments. Shannon Flavin advised that this would be a great property to use in-lieu fees to buy. Jim Slanetz would like to figure out how the excess fees stay within the system. Councilor Amanda Breen said this is a great discussion, however, it is not what they are being asked to approve tonight, she voiced her support of the project but has some hesitation of approving the language tonight without having a larger discussion. Council President Michael David does not think we need to hold this up, but we need to have a reexamination of the in-lieu fees. The In-Lieu fees and their use was discussed at length.

Mayor asked for approval of the project and said there would be further discussion on how to handle the funding.

Motion to amend Paragraph 5 of Contract 20171 and the identified Mitigation Property from 121 Short Swing Lane to 102 Irene Street consistent with the provisions noted in the Blaine County Housing Authority letter of November 8, 2019. This approves the swap and policy will be addressed at a later date.

Motion made by Councilor Breen, Seconded by Councilor Slanetz.

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

14. ACTION ITEM: P & Z Recommendation to approve Barriteau Separate Property Trust/Main Trust Properties LLC - 1st & 4th Mixed Use Project for Partial Alley Vacation, Preliminary Plat and a Development Agreement #20427 – Director of Planning & Building John Gaeddert

Mayor Neil Bradshaw introduced this topic and asked the applicant to present.

Applicant, Jack Barriteau talked about his project. He showed a power point explaining the project and talked about the snow storage area and explained why he would like the alley vacated. He talked about the improvements he would make to the alley that is vacated and about the dimensions of the project and all they have to offer including parking. Jack Barriteau advised council that this would be the first affordable housing built without asking for funding and talked about how they are making this happen. Jack Barriteau questioned why there is a request for continuance from staff.

Mayor Neil Bradshaw asked for public comment.

Jim Speck spoke on behalf of Carol B, LLC., asking to be able to comment on alley vacations in the future. He advised that when the applicant bought the property, he was aware that the alley was there. He talked about the public benefit and who uses it and advised that he does not see the public benefit of vacating the alley as required by the city's ordinance.

Dave Wilson, owner of old post office said, we are turning over the maintenance of the alley to a private HOA. In 10 years, it may not be Jack Barriteau. He would like to see the City maintain it and talked about the transformer being placed in the alley.

Charlie Holt talked about the grade of the alley and said that keeping it open during the winter, is asking for huge problems. He talked about snow plowing and maintenance of the alley.

Judy Pittman owns the parcel by the alley. She talked about the current transformer base on the alley and suggested all transformer boxes be moved to the ROW saying that it's an opportunity to do something while the City owns it.

Shannon Flavin talked about the alley by Perry's saying that if there is an alley to vacate, that would be it. He advised that Jack Barriteau's project is a public benefit but there are things to work out.

Mayor Neil Bradshaw said every alley is unique and each alley vacation would have to come before council. He talked about curb cuts if we don't approve this. Workforce housing is a public benefit. Mayor advised that we need direction and we need to take the time to do this right.

Councilor Amanda Breen asked Director of Planning & Building John Gaeddert, why the recommendation to continue? John Gaeddert advised that the alley maintenance agreement needs to be developed, questions on the 4th street encroachment need to be addressed, the Development Agreement needs to be developed as well as the Performance needs to be addressed. John Gaeddert advised that we could work on things between now and the next meeting depending on City Attorney Matt Johnson's availability. He went on to talk about the overall size of the proposal. Amanda Breen asked if the HOA could pay the City to maintain the alley. City Administrator Suzanne Frick advised that the City does not have equipment that will fit down that alley and suggested that the city could contract with another company to maintain. Amanda Breen asked Jack Barriteau if the staircase would be lit? Jack Barriteau advised that it will be lit for pedestrian safety reasons. Amanda Breen asked the applicant about the utility boxes and consolidation. Mr. Barriteau advised that he does not think that is possible but is happy to work with Idaho Power to see what can be done. He advised that he needs to have the project approved before he can make that happen. He suggested snow melt being installed instead of talking about who will take care of things in the future.

Jim Slanetz questioned the utility's and advised the city has a procedure and funds in place from the franchise agreements. Mayor Neil Bradshaw advised that he needs to get a sense from council on how they feel about the Vacation. Jim Slanetz said we are setting a precedent. This particular property has a lot of benefit to vacate. Jack Barriteau said the continuance is a total shock and that he thought the documents were all going to be worked on after approval and that time is critical. Mayor Neil Bradshaw advised that process is very important also. We will try to be as efficient as possible. Council President Michael David said he understands Jack Barriteau's concern about the continuance and talked about the positives of the snow melt and the lit walkway. Michael David would like to have the loan documents in place for the hotel because it is a related project for housing. Jack Barriteau said he is going forward with this project regardless of the hotel, however, this will be a positive impact for the hotel. He cannot get funding in place prior to obtaining the building permit. Michael David reiterated that if the hotel on Main St. does not happen the employee housing is not needed. It would then be considered workforce housing. Amanda Breen understands the frustration, but we need to work thru these issues. She talked about the public interest and the need for more information. Jim Slanetz and Michael David both agree with Amanda Breen. Mayor Neil Bradshaw summarized saying that this is a fantastic project, the design and proposal are wonderful, and the vacation is in the public benefit. He would like more visibility on the agreements. We need to be assured prior to the first shovel in the ground, the project will be completed. Mayor Neil Bradshaw suggested that we put this on the December 16th agenda. Jack Barriteau asked for a commitment. Mayor Neil Bradshaw advised that all documents required, to make a decision, will be brought to the meeting on the 16th for the council to be able to make a decision.

Motion to continue to December 16th the partial alley vacation, the preliminary plat application and the development agreement for 1st and 4th street mixed use building.

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

15. ACTION ITEM: Recommendation have the 2nd & 3rd reading of Ordinance #1202 - Proposed amendments to Title 17, Zoning Regulations to amend height allowance for 100% community housing projects and clarify that a project in the Community Core Subdistrict 1 that provides 100% community housing above the 1st floor and complies with the ground floor street frontage uses of the Subdistrict shall be considered a 100% community housing project – Director of Planning & Building John Gaeddert

Mayor Neil Bradshaw summarized the ordinance before them and opened the meeting for public comment. There was none.

Motion to waive the 3rd reading of Ordinance 1202

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

Move adopt on the 2nd reading and read by title only Ordinance 1202 as set forth in Attachment A

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

Michael David read the title aloud.

16. ACTION ITEM: Recommendation to have the 2nd & 3rd Reading of Ordinance #1204 to establish Wastewater and Water connection fees—City Administrator Suzanne Frick

Mayor Neil Bradshaw explained the Ordinance before them and opened the meeting for public comment. There was none.

Motion to waive the 3rd reading of Ordinance 1204

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

Move adopt on 2nd reading and ready by title only Ordinance 1204.

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

17. ACTION ITEM: Recommendation to adopt Fee Resolution #19-029 – Director of Finance & Internal Services Grant Gager

Mayor Neil Bradshaw introduced Fee Resolution 19-029 explaining that they are aligning costs to reflect actual costs to the City. Mayor Bradshaw opened the meeting for public comment. There was none.

Motion to adopt Resolution 19-029 adopting fees and fee schedules for all City department.

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

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

18. ACTION ITEM: Recommendation to Adopt Resolution #19-030 for Agency Action – Director of Finance & Internal Services Grant Gager

Director of Finance & Internal Services Grant Gager explained that this is a fairly technical step. There is an IRS requirement, in order to start the spending prior to the sale of the bonds. This resolution does not approve the expenditure of funds or any contracts. Mayor Neil Bradshaw advised that there is a rfp on the website for an applicant who has experience in shepherding thru a project of this nature that will close this Friday at 2:00pm. Grant Gager explained that there will be future contracts coming to council for phase II.

Council President, Michael David, talked about comments made earlier in the meeting. He questioned if we owe it to everyone to step back and have a discussion regarding location. He hesitates to proceed to quickly on this. He doesn't know if there is a greater part of the community that is opposed to the location. Mayor Neil Bradshaw advised that time is money. This topic will come up on the 2nd meeting in December to declare the location. Mayor Neil Bradshaw advised that we have clearly represented, in every piece of material, the location of the fire station. He believes if we change the location we should go back out to the voters for another location. He hopes to get council approval at the 2nd meeting in December. He advised council they can come back at the 16th with an alternative site they can discuss at that time. Councilor Jim Slanetz questioned the Attorney if looking at a different site is against the bond language. City Attorney Kirk Houston advised that he did not write the language and will look into it and get back to council. Michael David requested this be put on a future agenda

Motion to adopt Resolution 19-030 declaring the City's intent to reimburse certain authorized project expenses from the fire bond fund.

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

- ADJOURNMENT

Motion to adjourn at 6:18 p.m.

Motion made by Councilor Breen, Seconded by Councilor Slanetz.

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

Neil Bradshaw, Mayor

Robin Crotty, City Clerk

Report Criteria:

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

Vendor Name	Invoice Number	Description	Net Invoice Amount
GENERAL FUND			
ADMINISTRATIVE SERVICES			
01-4150-3100 OFFICE SUPPLIES & POSTAGE			
ASSOCIATED BUSINESS FORMS,	3273	Payroll Tax Forms	121.50
COPY & PRINT, L.L.C.	OUT-540	Dividers	8.55
COPY & PRINT, L.L.C.	OUT-561	40 Boxes of Paper	1,643.60
01-4150-4200 PROFESSIONAL SERVICES			
INTEGRA INFORMATION TECH I	23280	Scanning Services	3,240.68
01-4150-4800 DUES, SUBSCRIPTIONS & MEMBERSH			
WRRC&D	111819	2020 Membership	252.00
01-4150-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	2087264135 11	2087264135 111319	967.04
CENTURY LINK	2087265574 11	2087265574 111319	52.08
SYRINGA NETWORKS, LLC	19NOV0399	Computer Services	3,000.00
VERIZON WIRELESS	365459737 111	365459737 111319	43.10
VERIZON WIRELESS	965494438 111	965494438 111019	43.10
VERIZON WIRELESS	965494438 111	965494438 111019	43.10
01-4150-5110 COMPUTER NETWORK			
MIICOR CONSULTING, INC.	15567	Energize Update Model	576.36
01-4150-5200 UTILITIES			
IDAHO POWER	2203990334 11	2203990334 111119	47.48
IDAHO POWER	2206570869 11	2206570869 111119	11.27
01-4150-5900 REPAIR & MAINTENANCE-BUILDINGS			
PIPECO, INC.	S3578847.001	Tool Room Hose Parts	7.90
Total ADMINISTRATIVE SERVICES:			10,057.76
FACILITY MAINTENANCE			
01-4194-3200 OPERATING SUPPLIES			
A.C. HOUSTON LUMBER CO.	1911-575140	Respirator	25.80
CHATEAU DRUG CENTER	2146508	Gloves	4.74
01-4194-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	925886	38950 111519	273.86
01-4194-4200 PROFESSIONAL SERVICES			
BECK, ROB LLC	6079	Trimming and Grinding	2,575.00
BIG WOOD LANDSCAPE, INC.	21136	Library Hand Work	45.00
BIG WOOD LANDSCAPE, INC.	21137	2nd Street Parking Lot Hand Work	45.00
BIG WOOD LANDSCAPE, INC.	21138	6th and Leadville Hand Work	45.00
BIG WOOD LANDSCAPE, INC.	21139	Cimino Park Hand Work	45.00
BIG WOOD LANDSCAPE, INC.	21140	City Maintenance Yard Hand Work	45.00
BIG WOOD LANDSCAPE, INC.	21141	Forest Service Park Hand Work	45.00
BIG WOOD LANDSCAPE, INC.	21142.19	KTS Exterior Sidewalks Hand Work	45.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
BIG WOOD LANDSCAPE, INC.	21143	KTS Interior of Park Hand Work	45.00
BIG WOOD LANDSCAPE, INC.	21144	OWM Hand Work	45.00
IRISH ELECTRIC	112119	October and November Services	4,268.00
01-4194-4210 PROFESSIONAL SERVC-CITY TREES			
ARBOR CARE	42936	City Corridor Sidewalks Trees	175.00
ARBOR CARE	42937	Town Square Tree Pruning	350.00
01-4194-5200 UTILITIES			
OHIO GULCH TRANSFER STATIO	134323	transfer	9.00
01-4194-6000 REPAIR & MAINT-AUTOMOTIVE EQUI			
RIVER RUN AUTO PARTS	6538-147512	Credit	7.52-
01-4194-6100 REPAIR & MAINT--MACHINERY & EQ			
RIVER RUN AUTO PARTS	6538-148151	Lights for Toolcat	19.98
SAWTOOTH WOOD PRODUCTS, I	0000116808	Weed-Whacker Head Replacements	99.96
01-4194-6950 MAINTENANCE			
A.C. HOUSTON LUMBER CO.	1911-023102	Credit	53.09-
A.C. HOUSTON LUMBER CO.	1911-577768	Tarp	95.98
A.C. HOUSTON LUMBER CO.	1911-578881	Supplies	5.32
A.C. HOUSTON LUMBER CO.	1911-579450	Ice Melt	120.94
A.C. HOUSTON LUMBER CO.	1911-580166	Supplies	17.96
CHATEAU DRUG CENTER	2144459	Tape	7.58
CHATEAU DRUG CENTER	2144710	Supplies	66.45
CHATEAU DRUG CENTER	2144724	Gloves	45.55
CHATEAU DRUG CENTER	2146257	Staples	3.79
CHATEAU DRUG CENTER	2146561	Tape	3.79
PIPECO, INC.	S3579569.001	Snow Stakes	50.00
PIPECO, INC.	S3582425.001	Digital Timer	95.67
SILVER CREEK SUPPLY	S2081334.001	Xmas Lights	848.66
Total FACILITY MAINTENANCE:			9,507.42
POLICE			
01-4210-3200 OPERATING SUPPLIES			
LIDSTROM, BLAKE	112019	CSO Uniform	159.01
01-4210-3620 PARKING OPS EQUIPMENT FEES			
VERIZON WIRELESS	965494438 111	965494438 111019	43.10
VERIZON WIRELESS	965494438 111	965494438 111019	43.10
Total POLICE:			245.21
FIRE & RESCUE			
01-4230-3200 OPERATING SUPPLIES FIRE			
ATKINSONS' MARKET	04851475	Coffee	13.77
ATKINSONS' MARKET	08012128	Coffee	13.77
CHATEAU DRUG CENTER	2145647	Supplies	10.80
COPY & PRINT, L.L.C.	OUT-535	calendar	63.13
LUTZ RENTALS	102010-1	Propane	15.70
CURTIS TOOLS FOR HEROES	C30812	Credit	695.00-
01-4230-3210 OPERATING SUPPLIES EMS			
ATKINSONS' MARKET	04851475	Coffee	13.77

Vendor Name	Invoice Number	Description	Net Invoice Amount
ATKINSONS' MARKET	08012128	Coffee	13.77
BOUNDTREE MEDICAL	83411032	Medical Supplies	223.02
BOUNDTREE MEDICAL	83415641	Medical Supplies	166.80
CHATEAU DRUG CENTER	2145647	Supplies	10.79
COPY & PRINT, L.L.C.	OUT-535	calendar	63.13
North American Rescue, LLC	IN402294	Airway Supraglottic	287.67
01-4230-3500 MOTOR FUELS & LUBRICANTS FIRE			
RIVER RUN AUTO PARTS	6538-147939	Diesel Exhaust Fluid	17.95
UNITED OIL	925766	37267 111519	178.31
01-4230-3510 MOTOR FUELS & LUBRICANTS EMS			
RIVER RUN AUTO PARTS	6538-147939	Diesel Exhaust Fluid	17.95
UNITED OIL	925766	37267 111519	106.16
01-4230-4900 TRAINING/TRAVEL/MTG FIRE			
IDAHO BUREAU OF EMS & PREP	00003154	ALS License Renewal - Frank Canfield, Tory Michele	25.00
01-4230-4910 TRAINING EMS			
ATKINSONS' MARKET	08473705	Shaving Cream	2.08
01-4230-4920 TRAINING-FACILITY			
IDAHO POWER	2224210258 11	2224210258 110619	30.50
COX WIRELESS	047339201 110	047339201 110719	99.79
01-4230-5100 TELEPHONE & COMMUNICATION FIRE			
UNITED COMMUNICATIONS CO	3054931	Minitor Charger Repair	124.52
VERIZON WIRELESS	765494480 111	765494480 111319	225.17
01-4230-5110 TELEPHONE & COMMUNICATION EMS			
UNITED COMMUNICATIONS CO	3054931	Minitor Charger Repair	124.52
01-4230-6000 REPAIR & MAINT-AUTO EQUIP FIRE			
A.C. HOUSTON LUMBER CO.	1911-579742	Truck 1 Tools	84.33
ALSCO - AMERICAN LINEN DIVI	LBOI1753191	5109 111119	29.75
LARSEN FIRE APPARATUS SERVI	2421	Pump Testing	375.00
RIVER RUN AUTO PARTS	6538-148019	Hand Cleaner	21.95
CURTIS TOOLS FOR HEROES	C30812	Credit	230.00-
01-4230-6100 REPAIR & MAINT--MACHINERY & EQ			
RIVER RUN AUTO PARTS	6538-148019	oil	11.94
Total FIRE & RESCUE:			1,446.04
STREET			
01-4310-3200 OPERATING SUPPLIES			
BUSINESS AS USUAL INC.	148594	Report Covers	13.20
CHATEAU DRUG CENTER	2144442	Supplies	5.69
BRODY CHEMICAL	476097	Hand Cleaner	223.44
01-4310-3400 MINOR EQUIPMENT			
FASTENAL COMPANY	IDJER86807	Safety Glasses	74.44
01-4310-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	925767	37269 111519	994.31

Vendor Name	Invoice Number	Description	Net Invoice Amount
01-4310-4200 PROFESSIONAL SERVICES			
CENTRAL DRUG SYSTEM, INC.	302181	Random Processing Fee	148.50
01-4310-4900 PERSONNEL TRAINING/TRAVEL/MTG			
GIOVANNONI, ANTHONY	111519	Meal reimbursement	26.49
GIOVANNONI, ANTHONY	111919	Meal reimbursement	6.84
BAKER, PAUL	111819	Meal Reimbursement	8.69
01-4310-5100 TELEPHONE & COMMUNICATIONS			
VERIZON WIRELESS	365459737 111	365459737 111319	89.20
01-4310-5200 UTILITIES			
IDAHO POWER	2204882910 11	2204882910 111219	502.70
01-4310-6100 REPAIR & MAINT--MACHINERY & EQ			
FASTENAL COMPANY	IDJER86882	Plow Bolts	141.77
FASTENAL COMPANY	IDJER86883	Lock Nuts	30.52
FASTENAL COMPANY	IDJER86884	Plow Bolts	53.75
KODIAK AMERICA LLC	004287	Seal	66.18
NAPA AUTO PARTS	994544	Credit	9.51-
NAPA AUTO PARTS	994641	Throttle Body Gasket	3.49
NAPA AUTO PARTS	994668	Rotor and Cap	43.08
NAPA AUTO PARTS	994669	3 Discs	7.47
NAPA AUTO PARTS	994812	Air Filters	3.99
NAPA AUTO PARTS	995653	Plow Truck Parts	34.08
NAPA AUTO PARTS	995810	Plow Rubber	34.08
NAPA AUTO PARTS	995862	Plow Nut	4.75
UNITED ROTARY BRUSH CORPO	CI243478	Street Sweeper Parts	5,422.68
WESTERN STATES CAT	IN001136768	Padlocks	216.97
WESTERN STATES CAT	IN001143063	Elements	44.92
WOOD RIVER WELDING, INC.	174917	press Work	425.00
BRODY CHEMICAL	476097	Snow Plow Wax	1,308.44
01-4310-6910 OTHER PURCHASED SERVICES			
ALSCO - AMERICAN LINEN DIVI	LBOI1754727	5831 111519	48.11
ALSCO - AMERICAN LINEN DIVI	LBOI1756738	5831 112219	48.11
FASTENAL COMPANY	IDJER86808	Grinding Disc	79.88
NORCO	27595985	53271 100919	59.86
NORCO	27743168	53271 103019	128.60
NORCO	27762672	53271 103119	215.61
TREASURE VALLEY COFFEE INC	2160 06394744	COFFEE	68.14
CINTAS FIRST AID & SAFETY	5015366103	First Aid Supplies	74.10
01-4310-6920 SIGNS & SIGNALIZATION			
ECONO SIGNS LLC	10-956921	Signage	164.20
01-4310-6930 STREET LIGHTING			
IDAHO POWER	2204882910 11	2204882910 111219	1,490.68
01-4310-6950 MAINTENANCE & IMPROVEMENTS			
A.C. HOUSTON LUMBER CO.	1911-577950	Concrete Dry Mix	191.22
ANDERSON ASPHALT PAVING IN	7139	Asphalt	195.60
FASTENAL COMPANY	IDJER86809	Quickmark	129.86
LUTZ RENTALS	101919-1	Elecrtic Breaker	56.70
LUTZ RENTALS	102114-1	Propane	31.06
WALKER SAND AND GRAVEL	690139	Imported Clean Fill	77.68
WALKER SAND AND GRAVEL	691828	Imported Dirty Fill	191.27

Vendor Name	Invoice Number	Description	Net Invoice Amount
Total STREET:			13,175.84
RECREATION			
01-4510-3200 OPERATING SUPPLIES			
GEM STATE PAPER & SUPPLY	OA00592	Credit	135.43-
NORCO	27595985	53271 100919	25.63
01-4510-3300 RESALE ITEMS-CONCESSION SUPPLY			
ATKINSONS' MARKET	04849412	Concessions	4.35
ATKINSONS' MARKET	05244180	Concessions	26.00
ATKINSONS' MARKET	08476772	Concessions	27.29
01-4510-4200 PROFESSIONAL SERVICE			
OVERHEAD DOOR COMPANY, IN	437520	Parks Building Door Work	188.50
Total RECREATION:			136.34
Total GENERAL FUND:			34,568.61
WAGON DAYS FUND			
WAGON DAYS EXPENDITURES			
02-4530-4220 GRAND MARSHAL DINNER			
BARBARA'S PARTY RENTAL, INC	083019	Wagon Days Chair Rental	563.75
Total WAGON DAYS EXPENDITURES:			563.75
Total WAGON DAYS FUND:			563.75
GENERAL CAPITAL IMPROVEMENT FD			
GENERAL CIP EXPENDITURES			
03-4193-7400 COMPUTER/COPIER LEASING			
DELL FINANCIAL SERVICES	80197016	computer rentals	2,680.01
DELL FINANCIAL SERVICES	80197017	Management Fee	11.30
Total GENERAL CIP EXPENDITURES:			2,691.31
Total GENERAL CAPITAL IMPROVEMENT FD:			2,691.31
FIRE & RESCUE CAPITAL IMPR.FND			
FIRE/RESC CAPITAL EXPENDITURES			
11-4230-7600 OTHER MACH & EQUIP			
CURTIS TOOLS FOR HEROES	C30812	Credit	3,955.00-
CURTIS TOOLS FOR HEROES	INV334915	Structural Boots	792.21
Total FIRE/RESC CAPITAL EXPENDITURES:			3,162.79-
Total FIRE & RESCUE CAPITAL IMPR.FND:			3,162.79-
ORIGINAL LOT FUND			
22-3700-3600 REFUNDS & REIMBURSEMENTS			
ISHAM, ALA	111919	Overpayment of Sales Tax	57.58

Vendor Name	Invoice Number	Description	Net Invoice Amount
Total :			57.58
ORIGINAL LOT TAX			
22-4910-6060 EVENTS/PROMOTIONS			
CARITAS CHORALE	120219	Holiday Tree Lighting Carolers	250.00
MEYER, ROBERT SCOTT	112619	Santa	200.00
22-4910-6080 MOUNTAIN RIDES			
MOUNTAIN RIDES	11146	Monthly Installment 2/12	52,058.34
Total ORIGINAL LOT TAX:			52,508.34
Total ORIGINAL LOT FUND:			52,565.92
IN-LIEU HOUSING FUND			
IN-LIEU HOUSING EXPENDITURES			
52-4410-6020 BC-KETCHUM HOUSING AUTHORITY			
BLAINE COUNTY HOUSING	112519	1st Half Year Contract 2020	37,500.00
Total IN-LIEU HOUSING EXPENDITURES:			37,500.00
Total IN-LIEU HOUSING FUND:			37,500.00
WATER FUND			
WATER EXPENDITURES			
63-4340-3120 DATA PROCESSING			
BILLING DOCUMENT SPECIALIS	55732	Statement Processing for Utility Billing	418.44
63-4340-3200 OPERATING SUPPLIES			
A.C. HOUSTON LUMBER CO.	1911-577716	Gloves	23.99
ALSCO - AMERICAN LINEN DIVI	LBOI1752765	5192 110819	24.49
ALSCO - AMERICAN LINEN DIVI	LBOI1752767	5493 110819	59.79
ALSCO - AMERICAN LINEN DIVI	LBOI1756727	5192 112219	24.49
ALSCO - AMERICAN LINEN DIVI	LBOI1756729	5493 112219	59.79
D & B SUPPLY INC.	61323	Uniforms	122.97
PIPECO, INC.	S3578210.001	Marking Paint	4.71
63-4340-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	925769	37271 111519	270.33
63-4340-3800 CHEMICALS			
GEM STATE WELDERS SUPPLY,I	E260962	55 gal T-Chlor	252.24
63-4340-4200 PROFESSIONAL SERVICES			
BANYAN TECHNOLOGY INC.	20625	20400 Big Wood Well Upgrades	23,790.00
WEBB LANDSCAPING	SRVCE481627	Compost Beds Warm Springs Rd	1,194.32
63-4340-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	2087250715 11	2087250715 110419	118.41
CENTURY LINK	2087255045 11	2087255045 110419	54.42
VERIZON WIRELESS	365516521 111	365516521 111319	131.17
VERIZON WIRELESS	965494438 111	965494438 111019	43.10

Vendor Name	Invoice Number	Description	Net Invoice Amount
63-4340-6000 REPAIR & MAINT-AUTO EQUIP			
RIVER RUN AUTO PARTS	6538-148205	Engine Heater	166.85
63-4340-6100 REPAIR & MAINT-MACH & EQUIP			
A.C. HOUSTON LUMBER CO.	1911-576102	Mold Disinfect	10.69
A.C. HOUSTON LUMBER CO.	1911-576434	Wire Connections	4.98
A.C. HOUSTON LUMBER CO.	1911-577168	Supplies	13.16
PIPECO, INC.	S3578653.001	Coupler and Bush	9.98
STANDARD PLUMBING SUPPLY	KGWG48	Parts & Supplies	275.00
Total WATER EXPENDITURES:			27,073.32
Total WATER FUND:			27,073.32
WATER CAPITAL IMPROVEMENT FUND			
WATER CIP EXPENDITURES			
64-4340-7800 CONSTRUCTION			
FERGUSON ENTERPRISES, LLC	0728763	Gasket 20402	191.61
LUNCEFORD EXCAVATION, INC.	10379	Well Excavation and Labor	742.50
64-4340-7802 KETCHUM SPRING WA CONVERSION			
USA BLUEBOOK	028169	Repair Clamp	157.81
Total WATER CIP EXPENDITURES:			1,091.92
Total WATER CAPITAL IMPROVEMENT FUND:			1,091.92
WASTEWATER FUND			
WASTEWATER EXPENDITURES			
65-4350-3120 DATA PROCESSING			
BILLING DOCUMENT SPECIALIS	55732	Statement Processing for Utility Billing	627.65
65-4350-3200 OPERATING SUPPLIES			
ALSCO - AMERICAN LINEN DIVI	LBOI1752765	5192 110819	24.49
ALSCO - AMERICAN LINEN DIVI	LBOI1752766	5292 110819	115.01
ALSCO - AMERICAN LINEN DIVI	LBOI1756727	5192 112219	24.49
ALSCO - AMERICAN LINEN DIVI	LBOI1756728	5292 112219	115.01
ATKINSONS' MARKET	04854149	Distilled Water	5.68
ATKINSONS' MARKET	08472265	Distilled Water	5.68
CHATEAU DRUG CENTER	2146519	Supplies	11.66
CHATEAU DRUG CENTER	2146877	Tape	11.12
CHATEAU DRUG CENTER	2147161	Supplies	15.18
65-4350-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	393111	37270 111419	4,038.99
UNITED OIL	925768	37270 111519	154.79
65-4350-3800 CHEMICALS			
NORTH CENTRAL LABORATORI	431370	Chemicals	221.67
THATCHER COMPANY, Inc.	1482450	T-Floc B-135	404.20
65-4350-4200 PROFESSIONAL SERVICES			
CENTRAL DRUG SYSTEM, INC.	302181	Random Processing Fee	225.00
65-4350-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	2087268953 11	2087268953 111319	54.42

Vendor Name	Invoice Number	Description	Net Invoice Amount
VERIZON WIRELESS	965494438 111	965494438 111019	25.62
VERIZON WIRELESS	965494438 111	965494438 111019	40.01
65-4350-5200 UTILITIES			
IDAHO POWER	2202158701 11	2202158701 111319	7,129.97
65-4350-6000 REPAIR & MAINT-AUTO EQUIP			
RIVER RUN AUTO PARTS	6538-147995	Oil	39.99
65-4350-6100 REPAIR & MAINT-MACH & EQUIP			
PIPECO, INC.	S3579657.001	Galv Tee	1.60
PIPECO, INC.	S3581310.001	Supplies	58.54
PLATT ELECTRIC SUPPLY	X672175	Supplies	91.72
USA BLUEBOOK	070090	PVC Fitting	95.20
65-4350-6900 COLLECTION SYSTEM SERVICES/CHA			
EVANS PLUMBING INC	93407	AC Houston Water Labor	1,913.75
Total WASTEWATER EXPENDITURES:			15,451.44
Total WASTEWATER FUND:			15,451.44
WASTEWATER CAPITAL IMPROVE FND			
WASTEWATER CIP EXPENDITURES			
67-4350-7810 HEADWORKS CONSTR. & EQUIP.			
HDR ENGINEERING, INC.	1200231094	20175 1200231094	820.50
RSCI	15 20167	15 20167	55,666.15
Total WASTEWATER CIP EXPENDITURES:			56,486.65
Total WASTEWATER CAPITAL IMPROVE FND:			56,486.65
DEVELOPMENT TRUST FUND			
DEVELOPMENT TRUST EXPENDITURES			
94-4900-8003 KMV-660 N 1ST AVE #548			
KEARNS, MCGINNIS & VANDEN	D19-033	Bond Release	5,850.00
Total DEVELOPMENT TRUST EXPENDITURES:			5,850.00
Total DEVELOPMENT TRUST FUND:			5,850.00
COMBINED CASH FUND			
99-1174-0000 CASH CLEARING-ACCTS.RECEIVABLE			
FREEBORN, SCOTT	111519	Refund CUP Application	1,100.00
Total :			1,100.00
Total COMBINED CASH FUND:			1,100.00
Grand Totals:			231,780.13

Vendor Name	Invoice Number	Description	Net Invoice Amount
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Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

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

Invoice Detail.Voided = No, Yes



City of Ketchum

December 2, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Approve Contract # 20430 With Galena Engineering For Phase 3 of The Ketchum Springs Water System Conversion Project.

Recommendation and Summary

Staff is recommending the council approve the following motion. *"I move to approve a contract for services with Galena Engineering for a not to exceed cost of \$12,875.00. This contract will produce construction and bid documents for redefined sections 1 and 2 of the Ketchum Springs Water Line Conversion Project".*

The reasons for the recommendation are as follows:

- Proven conservation of power costs
- Dramatic amounts of water not produced
- Moving to a fully metered system

Introduction and History

During this year's work we removed 45 properties from our KSW inventory. We also abandoned another +/- 5,500 lineal feet of old KSW water line. Our work next year will concentrate on all property's west of Main St and Warm Springs Road and some accounts north of Sun Valley Road and east of Main st. This will involve 39 properties and +/- 5,900 lineal feet of old water line.

Analysis

This contract is the next step in the total abandonment of the failing Ketchum Springs water system. This year by the end of October we have produced 60,000,000 (60 million) gallons of water less than this time in 2018. This represents about \$11,000.00 in power savings. Total power savings for the Water Division through the Idaho Power Cohort is almost 235,000 Kilowatt hours.

Financial Impact

Funding for this contract will come from the Water Fund and budgeted for the 2019-2020 fiscal year.

Attachments:

The scope of work and fee estimate is enclosed with this staff report.

Respectfully submitted,


Pat Cooley
Water Supervisor

**Scope and Fee Estimate for preparation of Construction Documents for
Section 1 (old section 3A) and
Section 2 (old sections 2, 3, 3B, 4A, portion of 6 west of Leadville)
Ketchum Spring Water Line Conversion Project**

S Stahlnecker, Date: 11/14/19 File: P:\proposals\opc Ketchum Springs Water System Project.xls

Item Number	Item Description	Project Engineer or Surveyor	Engineering Tech.	Survey Crew		Task Subtotals
				1st Person + Equipment	2nd Person	
	Hourly Rate	\$125	\$105	\$140	\$65	

1.00 Preparation of Bid Documents

- 1.01 Review existing documents, revise section limits for clarity
- 1.02 Detail construction work for Sections 1 and 2
- 1.03 Print out and review plans with City of Ketchum Water Department (2-3 meetings)
- 1.04 Finalize Construction drawings per comments from Water Department
- 1.05 Update cost estimate
- 1.06 Collect quantities for bid schedule
- 1.07 Prepare specification package
- 1.08 Prepare as-built drawings

2	4			\$670
8	16			\$2,680
9	9			\$2,070
4	8			\$1,340
8	4			\$1,420
2	6			\$880
12	8			\$2,340
3	10			\$1,425

Man Hours Subtotal	48	65	0	0
Opinion of Probable Cost Per Position	\$6,000	\$6,825	\$0	\$0
Opinion of Probable Cost This Task				\$12,825

Opinion of Probable Cost	\$12,825
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PROFESSIONAL SERVICES AGREEMENT: Contract #20430

This Professional Services Agreement ("Agreement") is made by and between the City of Ketchum, Idaho, an Idaho municipal corporation, organized and existing under the laws of the State of Idaho ("City"), and Galena Engineering Inc. ("Contractor").

RECITALS

To complete the design and engineering associated with the Ketchum Springs Water System Conversion – Phase 3 project Galena Engineers Inc. submitted a scope and fee estimate. That scope and fee estimate is incorporated herein and made a part of this Agreement by this reference and attached as Exhibit A.

WHEREAS, Contractor desires to provide professional services for the Ketchum Springs Water System Conversion- Phase 3 pursuant to the terms and conditions hereof; and

Whereas, the City is empowered by Idaho Code section 50-301 to enter into contracts as may be deemed necessary to promote the welfare of the City and its residents, and to implement projects approved within the adopted budget; and

NOW, THEREFORE, on the basis of the foregoing recitals, and upon motion duly passed by the Ketchum City Council, and for the consideration set forth herein, the parties agree as follows:

AGREEMENT

Contractor agrees to provide professional services pursuant to the terms and conditions of this Agreement.

1. SCOPE OF WORK:

Contractor will provide the following design and construction services for finalize for Amended Sections 1 and 2 of the Ketchum Springs Water System Conversion project. Work to include updating cost estimates, construction drawings, bid specifications, preparing bid package, and construction support and as-built drawings.

2. **AMOUNT AND METHOD OF PAYMENT:** The City agrees to pay Contractor on a time and material basis not to exceed amount of \$12,825.00 for services rendered under this Agreement.

- a. Contractor shall maintain time and expense records and make them available to the City monthly and provide monthly invoices in a format acceptable to the City for work performed to the date of the invoice. Each invoice shall specify charges as they relate to specific tasks. Each invoice shall also specify current billing and previous payments, with a total of costs incurred and payments made to date.
- b. All invoices shall be paid by the City within forty-five (45) days of receipt of proper invoice unless no funds are available, then as soon as funds become available. Uncontested invoices paid after forty-five days may be subject to the statutory rate of interest pursuant to Idaho Code section 67-2302.
- c. If the services subject to a specific invoice do not meet the requirements of this

Agreement as the City may determine, the City shall notify Contractor in writing and provide specific deficiencies in the work that do not meet the requirements. Contractor shall have seven (7) working days to correct or modify the work to comply with the requirements of the Agreement as set forth in the City's written notice. If the City again determines the work fails to meet the requirements, the City may withhold payment until deficiencies have been corrected to the City's satisfaction or may terminate this Agreement for cause as set forth in Section 19 of this Agreement.

3. RIGHT OF CONTROL: The City agrees that it will have no right to control or direct the details, manner, or means by which Contractor accomplishes the results of the services performed hereunder. Contractor has no obligation to work any particular hours or days or any particular number of hours or days. Contractor agrees, however, that its other contracts and services shall not interfere with its performance under this Agreement. Contractor agrees to coordinate project schedules and respective commencements and deadlines the Planning and Building Director and/or City Administrator may establish.

4. INDEPENDENT CONTRACTOR RELATIONSHIP: Contractor is not an employee, servant, agent, partner, or joint venture of the City. The City shall determine the work to be done by Contractor, but Contractor shall determine the legal means by which it accomplishes the work specified by the City. This Agreement shall not be construed to create any employer-employee relationship between the City and Contractor.

5. RECORDS ACCESS AND AUDITS: Contractor shall maintain complete and accurate records with respect to costs incurred and manpower expended under this Agreement. All such records shall be maintained according to generally accepted accounting principles, shall be clearly identified, and shall be readily accessible. Such records shall be available for review by the City representatives for three (3) years after final payment. Copies shall be made available to the city upon request.

6. FEDERAL, STATE, AND LOCAL PAYROLL TAXES: Neither federal, state, or local income taxes nor payroll taxes of any kind shall be withheld and paid by the City on behalf of Contractor or the employees of Contractor. Contractor shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. Contractor understands that Contractor is solely responsible to pay, according to law, Contractor's income tax. Contractor further understands that Contractor may be liable for self-employment (Social Security) tax to be paid by Contractor according to law.

7. LICENSES AND LAW: Contractor represents that it possesses the requisite skill, knowledge, and experience necessary, as well as all licenses required, if any, to perform the services under this Agreement. Contractor further agrees to comply with all applicable laws, ordinances, and codes of federal, state, and local governments in the performance of the services hereunder.

8. FRINGE BENEFITS: Because Contractor is engaged in its own independently established business, Contractor is not eligible for and shall not participate in any employee pension, health, or other fringe benefit plans of the City.

9. WORKER'S COMPENSATION: Contractor shall maintain in full force and effect worker's compensation and employer's liability insurance for Contractor and any agents, employees, and staff that Contractor may employ, and provide proof to the City of such coverage or that

such worker 's compensation insurance is not required under the circumstances.

10. EQUIPMENT, TOOLS, MATERIALS, OR SUPPLIES: Contractor shall supply, at its sole expense, all equipment, tools, materials, and/or supplies to accomplish the services to be provided herein.

11. PROPRIETARY RIGHTS: All data, materials, reports, maps, graphics, tables, memoranda, and other documents or products developed under this Agreement whether finished or not shall become the property of the City, shall be forwarded to the City at its request, and may be used by the City for any business or municipal purpose. The City agrees that if it uses products prepared by Contractor for purposes other than those intended in this Agreement, it does so at its sole risk.

12. CONFIDENTIALITY: Contractor agrees to maintain confidentiality of all work product produced under this Agreement, including both interim and draft, materials, reports, maps, graphics, tables, memoranda, and other documents unless and until the City signifies its written approval that such work product may be published as final work product subject to the public records laws of the state of Idaho. The City reserves the right to distribute the final work product as it sees fit provided that Contractor may use final reports as approved and adopted by the Ketchum City Council in the marketing of its firm.

13. TERM OF AGREEMENT: This Agreement shall commence as of the effective date specified in Section 30 and shall remain in effect for one (1) year unless terminated by either party as specified as set forth in this agreement.

15. ENTIRE AGREEMENT: This Agreement, along with any and all exhibits and appendix attached hereto and incorporated herein by reference, contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

16. GENERAL ADMINISTRATION AND MANAGEMENT: The Planning and Building Director and/or the City Administrator or his/her designee shall be the City's representative and shall oversee and approve all services to be performed, coordinate all communications, review and approve all invoices, and carry out any and all tasks as may be required under this Agreement.

17. CHANGES: The City reserves the right to makes changes from time to time in the scope of services to be performed hereunder. Such changes, including any increase or decrease in Contractor's compensation, which are mutually agreed upon by and between the City and Contractor, shall be incorporated in written amendments to this Agreement.

18. AMENDMENTS: This Agreement may be amended only in writing upon mutual agreement of both the City and Contractor.

19. ASSIGNMENT: It is expressly agreed and understood by the parties hereto that Contractor shall not have the right to assign, transfer, hypothecate, or sell any of its rights under this Agreement except upon the prior express written consent of the City.

20. TERMINATION OF AGREEMENT:

1. **FOR CAUSE DUE TO BREACH:** If Contractor shall fail to fulfill its obligations in

Agreement. These services will be performed in accordance with generally accepted professional practices for the scope of this project. Contractor makes no other warranty either expressed or implied.

24. INDEMNIFICATION: Contractor agrees to indemnify, defend, and hold harmless the City and its officers, agents, employees and City Council from and against all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or resulting from the negligent performances or activities of Contractor, Contractor's agents, employees, or representatives under this Agreement.

25. INSURANCE: Contractor agrees to obtain and keep in force during its acts under this Agreement a professional liability insurance policy with coverage limits over \$1,000,000.00 per occurrence. Certificate of proof of insurance will be provided to the City. Contractor shall provide proof of coverage as set forth above to the City before commencing its performance as herein provided and shall require insurer to notify the City ten (10) days prior to cancellation of said policy. Deliver certificates of insurance and endorsements required by this Article to:

City of Ketchum
Attn: Grant Gager, Director of Finance & Internal Services
PO Box 2315
Ketchum, ID 83340
Telephone: (208) 727-5086

26. NONWAIVER: Failure of either party to exercise any of the rights under this Agreement or breach thereof shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

27. APPLICABLE LAW: Any dispute under this Agreement or related to this Agreement shall be decided in accordance with the laws of the state of Idaho.

28. SEVERABILITY: If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.

29. ATTORNEY FEES: Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to costs and reasonable attorney fees as determined by a court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination, or forfeiture of this Agreement.

30. EFFECTIVE DATE: The effective date of this Agreement shall be the day this Agreement is signed by the City.

31. DISPUTES: In the event that a dispute arises between the City and Contractor regarding application or interpretation of any provision of this Agreement, the aggrieved party shall promptly notify the other party to this Agreement of the dispute within ten (10) days after such dispute arises. If the parties shall have failed to resolve the dispute within thirty (30) days after delivery of such notice, the parties agree to first endeavor to settle the dispute in an amicable manner by non-binding mediation before resorting to litigation. Should the parties be unable to resolve the dispute to their mutual satisfaction within thirty (30) days after such completion of mediation, each party shall have the right to pursue any rights or remedies it may have at law or in equity.

32. SUCCESSORS IN INTEREST: The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereby and their respective successors and assigns.

33. MISCELLANEOUS: Contractor has not been retained to supervise, direct, or have control over any contractor's work. Contractor specifically does not have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by contractor(s) for safety precautions and programs to the work of contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes, or orders applicable to contractor(s) furnishing and performing their work. Accordingly, Contractor can neither guarantee the performance of the construction contracts by contractor(s) nor assume responsibility for the failure of contractor(s) to furnish and perform their work in accordance with the contract documents.

34. CONFLICT OF INTEREST: Contractor shall disclose any conflict of interest to the City that may arise or exists with any of Contractors current or former employers, clients, contractors or the like of or regarding any work, information, data, that may relate to the subject matter whether it is within the Contractor's scope of work or not. In the event a conflict of interest is identified, Contractor shall immediately disclose the conflict and the City may, in its sole discretion determine that this Agreement will terminate, or agree to measures to address the conflict and limit Contractor's scope of work to avoid the conflict. Failure to promptly disclose a conflict of interest constitutes Contractor's breach of this Agreement.

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

CITY OF KETCHUM

CONTRACTOR – GALENA ENGINEERING INC.

By: _____
Neil Bradshaw
Mayor

By: _____
Sean Flynn
Principal

DATE: _____

DATE: _____

ATTEST:

By: _____
Robin Crotty
City Clerk

DATE: _____



City of Ketchum

December 2, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

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

Recommendation and Summary

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

I move to adopt Resolution 19-031

The reasons for the recommendation are as follows:

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

Financial Impact

There is no financial impact related to this Resolution.

Attachments:
Resolution 19-031

RESOLUTION NUMBER 19-031

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

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

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

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

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

Neil Bradshaw, Mayor

ATTEST:

Robin Crotty, City Clerk



City of Ketchum
City Hall

December 2, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

**Recommendation Authorizing the Mayor to Sign a Letter of Support for a
Blaine County Reconstruction Project on Warm Springs Road**

Recommendation and Summary

Staff is recommending Council to authorize the Mayor to sign a letter of support for a Blaine County reconstruction project.

“I move to authorize the Mayor to Sign a letter of support for Blaine County’s Warm Springs Rd. reconstruction project.”

The reason for the recommendation is as follows:

- Blaine County is planning to submit a grant application for LHTAC’s FY21 Local Rural Highway Investment Program
- Blaine County has asked the city to provide a letter of support to improve its ability to obtain the grant.

Introduction and History

Blaine County is planning to submit a grant application on December 3 for LHTAC’s FY21 Local Rural Highway Investment Program (LRHIP) to ask for the maximum amount allowed of \$100,000 to partially fund the Warm Springs Road Pavement Reconstruction Project. The entire project is expected to exceed \$185,000, but the grant would help offset the cost of the complete reconstruction of nearly 1200 feet of Warm Springs Road beginning at Cross Cut Lane and continuing west to the parking area/turnout. The condition of this section of roadway is badly degraded and continues to worsen as the spring floods and runoff cause further damage each spring. The severe avalanches in spring, 2019 damaged this portion of Warm Springs Road even further.

Analysis

Blaine County has performed extensive work on Warm Springs Road as a result of the historic flooding in spring, 2017. The County obtained emergency relief funding to repair or reconstruct major sections of this roadway, with the exception of this one-quarter mile section beginning at Cross Cut Lane.

If funded, the project would take approximately two weeks to complete in late spring or early summer, 2021. The project would entail grinding of the existing asphalt, excavating approximately two feet of the base material and refilling with washed rock. The job would continue with a four-inch application of road mix, blading and compaction. County Road & Bridge anticipates major shoulder work and enhancements to provide adequate space on the 24' wide road to dedicate a bike/pedestrian lane for non-motorized travel. The paving phase of the reconstruction project will be contracted and performed by a private company.

This project is the number one jurisdictional priority according to the Blaine County Regional Transportation Committee's updated list of priorities and is also ranked as a number one priority for LRHIP funding. Blaine County is unaware of any competing local agencies pursuing LRHIP funding in this grant cycle.

Financial Impact

There is no financial impact for this action.

Attachment: Letter of Support



City of Ketchum
City Hall

December 2, 2019

Mr. Jeff Miles
LHTAC Administrator
3330 Grace Street
Boise, ID 83703

Re: Local Rural Highway Investment Program (LRHIP) – FY21 Warm Springs Road Pavement Reconstruction Project Application

Dear Mr. Miles:

The City of Ketchum would like to express its full support for Blaine County's Local Rural Highway Investment Program grant application for the Warm Springs Road Pavement Reconstruction Project.

The Warm Springs area has been the site of several extreme weather events in recent years including a major forest fire in 2013, a historic flood in 2017 and severe avalanches in 2019. These events have greatly impacted the road infrastructure resulting in major repairs on Warm Springs Road. The County's application asks for funding to complete the last remaining section of the heavily damaged road surface on Warm Springs Road. The work will require a complete reconstruction of one-quarter mile of the road including shoulder widening and enhancements to provide enough space to dedicate a bike/pedestrian path.

The City of Ketchum appreciates Blaine County's continuous efforts to work to improve the roads throughout the valley and are grateful that Warm Springs Road currently ranks as their number one priority. It is a vital route used by residents who live and work in the area, as well as the thousands of tourists who come to enjoy year-round outdoor recreational opportunities in Warm Springs and the surrounding Sawtooth National Forest. The road improvements are also vital for emergency services as it is a critical safety route. A solid smooth surface is paramount to the efficient and safe transport of emergency vehicles including fire engines, ambulances, and their crews and patients.

The livability and quality of life for residents, business, and tourists is greatly enhanced when travelers can safely navigate the roadways whether by vehicle, bike, bus or as a pedestrian. It serves to draw economic development to Ketchum, provide access to numerous recreational opportunities, and connects to key transportation corridors within Blaine County. We value the County's continuous efforts to enhance the safety of motorists, pedestrians, and bicyclists using this vital roadway.

Thank you for your time and support.

Respectfully submitted,

Neil Bradshaw
Ketchum Mayor



City of Ketchum

December 2, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Accept Public Comment and Review and Determine: (1) if Trail Creek LLC has cured the development agreement breach and (2) if not cured, direct staff to proceed to initiate communications and administrative work as necessary for site restoration.

Recommendation

Staff recommends the Council evaluate the information provided and make one of the following motions:

- Move to determine Trail Creek Fund LLC has sufficiently cured the breach identified in the October 9, 2019 Notice of Material Breach, or
- Move to determine Trail Creek Fund LLC has not cured the material breach and take the following actions:
 - a. Direct staff to prepare notice the material breach has not been cured
 - b. Direct staff to initiate communications and administrative work necessary to prepare for site restoration

Introduction and History

In June 2018 the City entered into a *First Amendment to Amended and Restated Development Agreement* with Trail Creek Fund, LLC ("*June 2018 Amendment*"). This amendment allowed for an extension on the Development Agreement timeline for the Auberge hotel project, subject to certain deadlines and conditions. A copy of the *June 2018 Amendment* is attached for reference.

Under Amendment 1-(2) of the *June 2018 Amendment*, Owner was to "provide and show sufficient evidence to the City of full financing and funding for completing the Hotel Project to the satisfaction of City by September 30, 2019 . . ."

On September 30, 2019 the City determined Trail Creek Fund LLC was in breach of the Development Agreement and directed staff to prepare a Notice of Material Breach. On October 9, 2019 notice was provided to Trail Creek Fund LLC (Attachment A) with the potential cure period ending December 9, 2019.

The Owner has informed the City that the loan will be recorded and the default will be cured by noon on December 2, 2019. Staff will be prepared to report to the Council on the status at the December 2, 2019 City Council meeting. At that time the Council will determine what action to take.

Provision 17 of the Amended and Restated Development Agreement dated October 5, 2015, states that in the event of a material breach of the Agreement, the parties agree that the City and Owner shall have sixty days after delivery of the notice of said breach to cure the breach.

The *June 2018 Amendment*, Provision 1-(3) does also provide that upon a failure of condition the City “shall be entitled to immediately commence reclamation and restoration [of the Site]” under a Site Restoration Plan and security instrument. Staff requests direction and approval from the Council to proceed with further communications both with the company backing Owner’s restoration security instrument and also with potential contractors to develop a plan for site restoration should Owner not satisfactorily cure the breach.

Attachments:

- A October 9, 2019 Notice of Default
- B October 2, 2019 Notice of Default
- C June 2018 Amendment
- D October 2015 Amended and Restated Development Agreement
- E Link to Public Comment Received: <https://ketchumidaho.org/citycouncil/page/trail-creek-fund-llc>

WHITE PETERSON

ATTORNEYS AT LAW

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

WHITE, PETERSON, GIGRAY & NICHOLS, P.A.
CANYON PARK AT THE IDAHO CENTER
5700 E. FRANKLIN RD., SUITE 200
NAMPA, IDAHO 83687-7901

TEL (208) 466-9272
FAX (208) 466-4405

EMAIL: mjohnson@whitepeterson.com

PHILIP A. PETERSON
WILLIAM L. PUNKONEY

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

* Also admitted in OR
** Also admitted in WA

October 9, 2019

VIA US MAIL & EMAIL

Ed Lawson
LAWSON LASKI CLARK & POGUE, PLLC
As counsel for Trail Creek Fund, LLC
PO Box 3310
Ketchum, ID 83340
eal@lawsonlaski.com

VIA US MAIL

Copy sent to:
Jack E. Bariteau, Jr.
Trail Creek Fund, LLC
PO Box 84
Sun Valley, ID 83353

Re: Updated Notice of Material Breach – Trail Creek Fund Development Agreement

Dear Ed:

This notice letter is in follow-up to the October 2, 2019 Notice of Breach (October 2 Notice) from the City to Trail Creek Fund and the subsequent correspondence.

As detailed in the October 2 Notice, the City has determined Trail Creek Fund, LLC, to be in material breach of its Development Agreement with the City of Ketchum. This determination remains and continues to be undisputed as to the failure of condition.

As previously discussed with you, the City Council met on October 7, 2019 and received further legal advice in executive session with respect to a potential legal dispute over the alleged cure period. Certain commenting parties had previously argued to the City that the Amendment to the Development Agreement provided for immediate action superseding a cure period; whereas Trail Creek Fund's position was that the Development Agreement still provided for a cure period upon notice of breach for the conditions under the Amendment.

This revised October 9 Notice of Breach is for two purposes:

First, the City understands and accepts that the Development Agreement, Provision 17, provides for a cure period as part of the remedies process. The City looks forward to Trail Creek Fund providing, as represented, sufficient information to cure the current breach in a timely manner.

Second, the City will treat the date of notice of breach, and thus the commencement of the cure period, as being the date of this revised notice of breach. So the cure period is now running from the date of delivery (October 9, 2019) of this October 9 Notice of Breach.

Trail Creek Fund, LLC, is hereby reminded that it must cure or show cause otherwise in order to re-instate the terms of the Development Agreement.

Sincerely,



Matthew A. Johnson
City Attorney, City of Ketchum

WHITE PETERSON

ATTORNEYS AT LAW

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

WHITE, PETERSON, GIGRAY & NICHOLS, P.A.
CANYON PARK AT THE IDAHO CENTER
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NAMPA, IDAHO 83687-7901

TEL (208) 466-9272
FAX (208) 466-4405

EMAIL: mjohnson@whitepeterson.com

PHILIP A. PETERSON
WILLIAM L. PUNKONEY

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

* Also admitted in OR
** Also admitted in WA

October 2, 2019

VIA US MAIL & EMAIL

Ed Lawson
LAWSON LASKI CLARK & POGUE, PLLC
As counsel for Trail Creek, LLC
PO Box 3310
Ketchum, ID 83340
eal@lawsonlaski.com

VIA US MAIL

Copy sent to:
Jack E. Bariteau, Jr.
Trail Creek Fund, LLC
PO Box 84
Sun Valley, ID 83353

Re: Notice of Material Breach – Trail Creek Fund Development Agreement

Dear Ed:

Your client, Jack Bariteau representing Trail Creek Fund LLC, was present for a special Ketchum City Council meeting on the evening of September 30, 2019. At that meeting, the City Council took up the issue of Trail Creek Fund's failure to submit sufficient evidence, to the satisfaction of the City, of proof of financing as required under Provision 1(A)(2) of the *First Amendment to Amended and Restated Development Agreement*, June 4, 2018. The City Council received public comment, including from Mr. Bariteau, then deliberated and declared such material breach. Mr. Bariteau was present for and has notice of that determination of material breach.

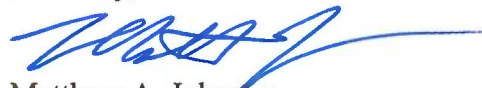
This letter shall serve as additional notice to Trail Creek Fund that the City has found Trail Creek Fund, LLC, to be in material breach of the terms of its Development Agreement with the City. As called for in the *First Amendment* 1(A)(3) and per direction from the Council, City

staff is beginning on logistical arrangements for site restoration, including steps to call on the bond. This will include notice to the bonding company of this declaration of breach.

Mr. Bariteau did indicate at the September 30, 2019 Special Council meeting that he did not contest this breach and claimed he intended to cure such within sixty days under Provision 17 of the *Amended and Restated Development Agreement*. Please be advised that any such alleged cure opportunity period began running on October 1, 2019.

Trail Creek Fund, LLC, is hereby further noticed that it must cure or show cause otherwise in order to re-instate the terms of the Development Agreement.

Sincerely,



Matthew A. Johnson
City Attorney

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:	Instrument # 652281 HAILEY, BLAINE, IDAHO 06-05-2018 8:55:07 AM No. of Pages: 7 Recorded for: BLAINE COUNTY TITLE JOLYNN DRAGE Fee: \$28.00 Ex-Officio Recorder Deputy: JB Electronically Recorded by Simplifile
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(Space Above Line For Recorder's Use)

FIRST AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT

(City of Ketchum/Trail Creek Fund, LLC, et al.)

THIS FIRST AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT ("Amendment") is made and entered into as of the 4 day of June 2018, by and between the CITY OF KETCHUM, an Idaho municipal corporation ("City") and TRAIL CREEK FUND, LLC, a California limited liability company ("Owner").

RECITALS

WHEREAS, Owner owns that certain real property located at 300 River Street East (formerly 200 South Main Street), Ketchum, Idaho legally described as Lot 2 of Block 83, of the City of Ketchum, according to the official plat thereof, on file in the office of the County Recorder of Blaine County, Idaho (the "Property"); and

WHEREAS, Owner and City entered into an Amended and Restated Development Agreement, dated October 5, 2015 and recorded in the records of Blaine County, Idaho as Instrument No. 630816 and a Corrected Amendment To Amended and Restated Development Agreement, dated June 21, 2016 and recorded in the records of Blaine County, Idaho on June 22, 2016, as Instrument No. 635897 ("Agreement"); and

WHEREAS, pursuant to the Agreement the City issued Owner a Planned Unit Development Conditional Use Permit ("CUP") to develop and operate a Hotel ("Project") on the Property and a building permit to construct the Project related improvements ("Building Permit" and together with the CUP, the "Entitlements"); and

WHEREAS, a dispute exists between the Owner and the City regarding the date on which the Building Permit was issued and whether Owner's performance obligations were properly extended by a force majeure event. By this Amendment, the parties desire to settle and compromise their differences, release any claims they have ("Claims") and resolve the disputes between them without litigation.

WHEREAS, Owner has applied for and requested an extension and modification of certain deadlines and requirements in respect to the Entitlements and City is agreeable to certain amendments to address Owner's request and so as to update the Agreement.

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

(Space Above Line For Recorder's Use)

FIRST AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT
(City of Ketchum/Trail Creek Fund, LLC, et al.)

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WHEREAS, a dispute exists between the Owner and the City regarding the date on which the Building Permit was issued and whether Owner's performance obligations were properly extended by a force majeure event. By this Amendment, the parties desire to settle and compromise their differences, release any claims they have ("Claims") and resolve the disputes between them without litigation.

WHEREAS, Owner has applied for and requested an extension and modification of certain deadlines and requirements in respect to the Entitlements and City is agreeable to certain amendments to address Owner's request and so as to update the Agreement.

Electronic recording of this document is hereby authorized by the County Recorder of Blaine County, Idaho. The recording fee for this document is \$15.00. The recording fee for this document is \$15.00. The recording fee for this document is \$15.00.

AGREEMENT

NOW THEREFORE, in consideration of the above recitals and the mutual covenants and agreements herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Amendments. The Agreement is amended and supplemented as follows:

A. *Schedule and Certificate of Occupancy*. All references to the requirement to issue a certificate of occupancy for the Project no later than 30 months after issuance of the Building Permit, including those in paragraphs 2, 7 and 14 are deleted and the following substituted therefore:

- (1) Owner, at no cost to the City, shall work with, provide for, and cause Idaho Power Company to initiate and undertake the work required to underground the electrical power poles and electrical and related utility lines along the east side of Highway 75 from Gem Street to River Street as shown on the Work Order documentation and Map as provided by Idaho Power and Owner dated March 27, 2018. Owner and the City agree to cooperate and provide requested reasonable assistance to Idaho Power and its contractors, vendors and employees. Said undergrounding work is to be completed on or before December 31, 2018.
- (2) Owner shall provide and show sufficient evidence to the City of full financing and funding for completing the Hotel Project to the satisfaction of City by September 30, 2019. Owner shall evidence such financing by recording on the Property a deed of trust to secure a construction loan on or before September 30, 2019 and by such other proof of financing reasonably necessary for the satisfaction of the City Council that this condition is met. Owner will not commence additional excavation work on the Property until acceptance and approval of such financing evidence by the City, unless the City Planning and Building Director otherwise grants such permission for good cause upon receipt of a written request from Owner.
- (3) *Site Restoration*. Owner shall submit to City by October 31, 2018 a Site Restoration Plan and security instrument naming City as beneficiary, such as a letter of credit, sufficient to fund such restoration. The Restoration Plan shall:
 - a. Identify a clear restoration plan sufficient to restore site to finished elevations compatible with neighboring streets and residences, including landscaping and other details, and subject to City review and approval;
 - b. Be accompanied by a licensed engineer's estimate of one hundred and fifty percent (150%) of the estimated reclamation costs, with such estimate subject to verification and approval by the City;

- c. Be accompanied by a security instrument naming City as beneficiary, with the proposed method and form of such security subject to City review and approval, sufficient to fund the 150% reclamation estimate and provide for the City to immediately pursue reclamation and restoration on the site in the event of a failure of condition, other breach of the Development Agreement, or abandonment of the Project.
- d. The Site Restoration Plan shall be recorded in the records of Blaine County, Idaho.

In the event Owner fails a condition or otherwise breaches this Amendment and/or the Agreement then City shall be entitled to immediately commence reclamation and restoration pursuant to such Restoration Plan and security instrument. Dates of breach could include, but are not limited to:

- i. November 1, 2018 in the event the Amended Employee Housing Plan is not complete;
 - ii. January 1, 2019 in the event the powerline undergrounding specified is not complete;
 - iii. In the event the Applicant's building permit lapses or is terminated by the City;
 - iv. October 1, 2019 in the event Project financing and funding is not secured to the satisfaction of the City Council by September 30, 2019;
 - v. Date of any other breach or failure of the Development Agreement requirements.
- (4) Owner shall complete the Project and City will issue a certificate of occupancy on or before December 31, 2021.
- (5) Owner shall provide its required Employee Housing and receive a certificate of occupancy for its Employee Housing on or before December 31, 2021.

B. *Construction and Completion Schedule.* The Revised Construction Mitigation Plan referenced in Provision 7 (Construction and Completion Schedule) is amended to conform to the schedule set forth in 1(A), above.

C. *Employee Housing.* Provision 12 of the Agreement regarding an Employee Housing Plan is hereby amended to allow Owner to submit an Amended Employee Housing Plan. The Amended Plan must be submitted to the City by October 31, 2018. The Amended Plan will be subject to review and approval by the City by December 31, 2018. The requirements for the Amended Plan are:

- a. Be generally consistent with the existing Employee Housing Plan and provide for 18 beds;
- b. Any alternate site location must be within the Community Core zoning district of the City;

- c. Provide a schedule and project deadlines, including design review, building permit, start of construction, and Certificate of Occupancy for the Amended Plan concurrent with issuance of a Certificate of Occupancy for the Hotel Project.
- d. The Amended Employee Housing Plan shall be recorded in the records of Blaine County, Idaho.
- e. To provide adequate security, approved as to form by and to the satisfaction of the City, to ensure completion and performance of the Amended Plan.

D. *Power Lines.* Provision 14 (Relocation of Overhead Distribution Power Lines) is deleted, as its purpose is replaced by amendment 1(A)(1) set forth above.

E. *Force Majeure.* Provision 20(b) is replaced as follows:

Force Majeure. In the event either party hereto shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God (fires, explosions, earthquakes, droughts and floods), strikes, lockouts, failure of power or other utility services, moratoria, riots, insurrection, war, terrorism or other reason of a like emergency nature, and specifically excluding economic conditions, which is beyond the reasonable control and not the fault of the party delayed in performing work or doing acts required under this Agreement, then performance of such act shall be excused for the period of the delay, and the period for performance of any such act will be reasonably extended for a period equivalent to the period of such delay. Any claim of a force majeure event must be submitted to the other party within thirty days of such event.

2. Release.

A. *Release by Owner.* Owner does hereby fully, finally and forever release and discharge the City and its officers, employees, directors, agents, attorneys, successors and assigns pursuant to the terms set forth in Section 2 C. below.

B. *Release by City.* The City does hereby fully, finally and forever release and discharge Owner, and its members, shareholders, officers, employees, directors, agents, attorneys, successors and assigns pursuant to the terms set forth in Section 2 C, below.

C. *Terms of Release.* This release includes all the Claims, manner of actions, causes of action, suits, debts, bonds, bills, moneys owed, accounts, covenants, agreements, promises, damages, judgments, claims and demands whatsoever, in law or equity, which are the subject of or arising from the time for performance of Owner's obligations under the Agreement or pursuant to the Entitlements, whether known or unknown, up to the date of this Agreement.

D. *Excluded Claims.* This Agreement does not apply to any separate continuing contractual and/or equitable obligations as may currently exist between or

among the Parties, including the obligations contained in the Agreement, this Amendment or pursuant to the Entitlements.

E. *Disputed Claims.* The facts and ultimate liability of any Party are unclear and disputed. Each of the Parties understands and agrees that this Amendment and the settlement provided for herein, are intended to compromise disputed claims and defenses, to avoid litigation and to buy peace, and that this Amendment and the settlement provided for herein shall not be construed or viewed as an admission by any Party of liability or wrongdoing, such liability being expressly denied. This Amendment, and the settlement provided for herein, shall not be admissible in any lawsuit, administrative action, or any judicial or administrative proceeding if offered to show, demonstrate, evidence or support a contention that any of the Parties acted illegally, improperly, or in breach of law, contract or proper conduct.

F. *Representations and Warranties.* Each of the Parties (i) represents, warrants, and covenants on behalf of himself, herself or itself, that he, she or it has not assigned to any other persons or entities any right to payment in connection with the matters herein settled and released and that he, she or it is fully entitled to enter into this Agreement, and (ii) agrees to the extent permitted by Idaho law to indemnify, defend and hold harmless each other Party from and against any claims based upon or arising in connection with any such prior assignment, transfer, lien, or right by him, her or it or as a result of any breach by him, her or it of his, her or its representatives, warranties or agreements set forth in this Agreement.

G. *Covenant Not to Sue.* The Parties agree not to cause claims to be made in any court or other forum against the other Parties for any matter within the scope of the releases contained herein.

3. General Provisions.

A. *Recitals and Construction.* The City and Owner incorporate the above recitals into this Amendment and affirm such recitals are true and correct. All capitalized terms used in this Amendment, unless specifically defined herein, have the same meanings attributed to them in the Agreement.

B. *Conflict with Agreement.* Except as amended by this Amendment, the Agreement remains unchanged and in full force and effect. If there is any conflict between the provisions of the Agreement and the provisions of this Amendment, the provisions of this Amendment shall control.

C. *Effective Date.* This Amendment is effective as of the date on which the last of the City and Owner execute this Amendment. Neither party shall have any rights with respect to this Amendment until both have executed this Amendment.

D. *Owner Representations.* Owner represents and warrants to City that (a) Owner holds fee simple title to the Property, (b) there is no mortgage or deed of trust lien encumbering any portion of the Property, except as previously disclosed to City, and (c) no joinder or approval of another person or entity is required with respect to Owner's

authority to make and execute this Amendment.

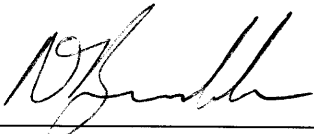
E. *Neutral Interpretation.* City and Owner acknowledge they and, if they so choose, their respective counsel have reviewed and revised this Amendment and the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of the Agreement, this Amendment or any exhibits, attachments and addenda to the Agreement and/or this Amendment.

F. *Counterparts.* This Amendment may be executed in multiple counterparts, each of which taken together shall constitute one and the same agreement binding upon the parties. Signatures transmitted by facsimile or via e-mail in a "PDF" format shall have the same force and effect as original signatures on this Amendment. The Original of this Amendment shall be recorded with the Blaine County Recorder.

IN WITNESS WHEREOF, the parties, having been duly authorized, have hereunder caused this Amendment to be executed, the same being done after public hearing, notice and statutory requirements having been fulfilled.


"CITY":

CITY OF KETCHUM,
an Idaho municipal corporation

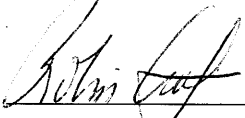
By: 
Neil Bradshaw, Mayor

"OWNER":

TRAIL CREEK FUND, LLC,
a California limited liability company

By: 
Jack E. Bariteau, Jr. as Trustee of The
Jack E. Bariteau, Jr. Separate Property
Trust, as Managing Member of Trail
Creek Fund, LLC'

ATTEST:

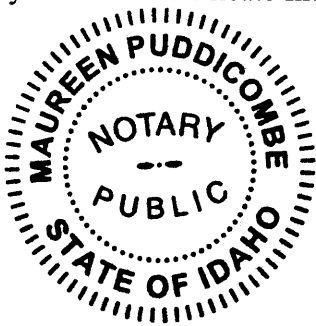

Robin Crotty, City Clerk

ACKNOWLEDGEMENT FOR CITY

STATE OF IDAHO)
) ss.
COUNTY OF BLAINE)

On this 5th day of June, 2018, before me, the undersigned Notary Public in and for said State, personally appeared NEIL BRADSHAW, known or identified by me to be the Mayor of the City of Ketchum, Idaho, and the person who executed the foregoing instrument and acknowledged to me that he executed the same on behalf of such city.

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



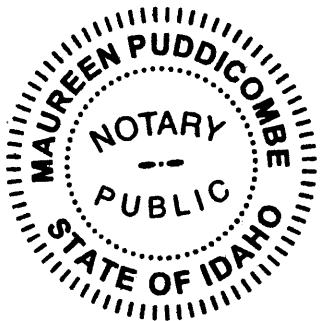
Maureen Puddicombe
Notary Public for the State of Idaho
Residing at 101 Emerald St
My Commission Expires 2-14-24

ACKNOWLEDGEMENT FOR OWNER

STATE OF Idaho)
) ss.
COUNTY OF Blaine)

On this 5th day of June, 2018, before me, a Notary Public in and for said State, personally appeared JACK E. BARITEAU, JR., known to me to be the trustee of the Jack E. Bariteau Separate Property Trust, the Managing Member of Trail Creek Fund, LLC, a California limited liability company, and known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of said limited liability company.

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



Maureen Puddicombe
Notary Public for the State of Idaho
Residing at 101 Emerald St
My Commission Expires 2-14-24



Bond No. 2416447

License Bond

KNOW ALL MEN BY THESE PRESENTS that we, Conrad Brothers of Idaho, Inc.
 _____ as Principal,
 and **GREAT AMERICAN INSURANCE COMPANY**, a corporation organized under the laws of the State of Ohio,
 as Surety, are held and firmly bound unto City of Ketchum _____ as Obligee,
 in the sum of Three Hundred Sixty Three Thousand and 00/100
 Dollars (\$ 363,000.00), lawful money of the United States of America, to be paid unto the said
 Obligee or its successors; for which payment, well and truly to be made and done, we bind ourselves, our
 successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated June 14 _____, 2018 .

WHEREAS, the said Principal now has or will be granted a license or permit to engage in the business of
Demolition and Site Improvements and backfilling to existing grades
 in the City of Ketchum

NOW, THEREFORE, the condition of this obligation is such that if the said Principal shall faithfully comply with all
 laws, ordinances, rules and regulations pertaining to such License and Permit and shall indemnify and save
 harmless the Obligee from all loss or damage that the Obligee shall suffer by reason of the said Principal's failure to
 comply with said laws, ordinances, rules and regulations, then this obligation to be void; otherwise to remain in full
 force and effect.

PROVIDED, that the Surety may terminate its liability hereunder at any time by giving thirty (30) days written notice
 of such termination sent through the United States mail to the Obligee.

The term of this bond shall be from June 14, 2018 _____ to June 14, 2019 _____

but may be continued on a year to year basis by continuation certificate at the option of the Surety.

Conrad Brothers of Idaho, Inc.

 Principal

GREAT AMERICAN INSURANCE COMPANY

By: Paul Conrad
Conrad Brothers of Idaho, Inc.

By: Terri Strawhand
 Terri Strawhand, Attorney-in-Fact



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 229789

Certificate No. 007090874

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Mark C. Bundy, Tammy A. Ward, Terri Strawhand, and Kathryn Snell

of the City of Virginia Beach, State of Virginia, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 5th day of January, 2017.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

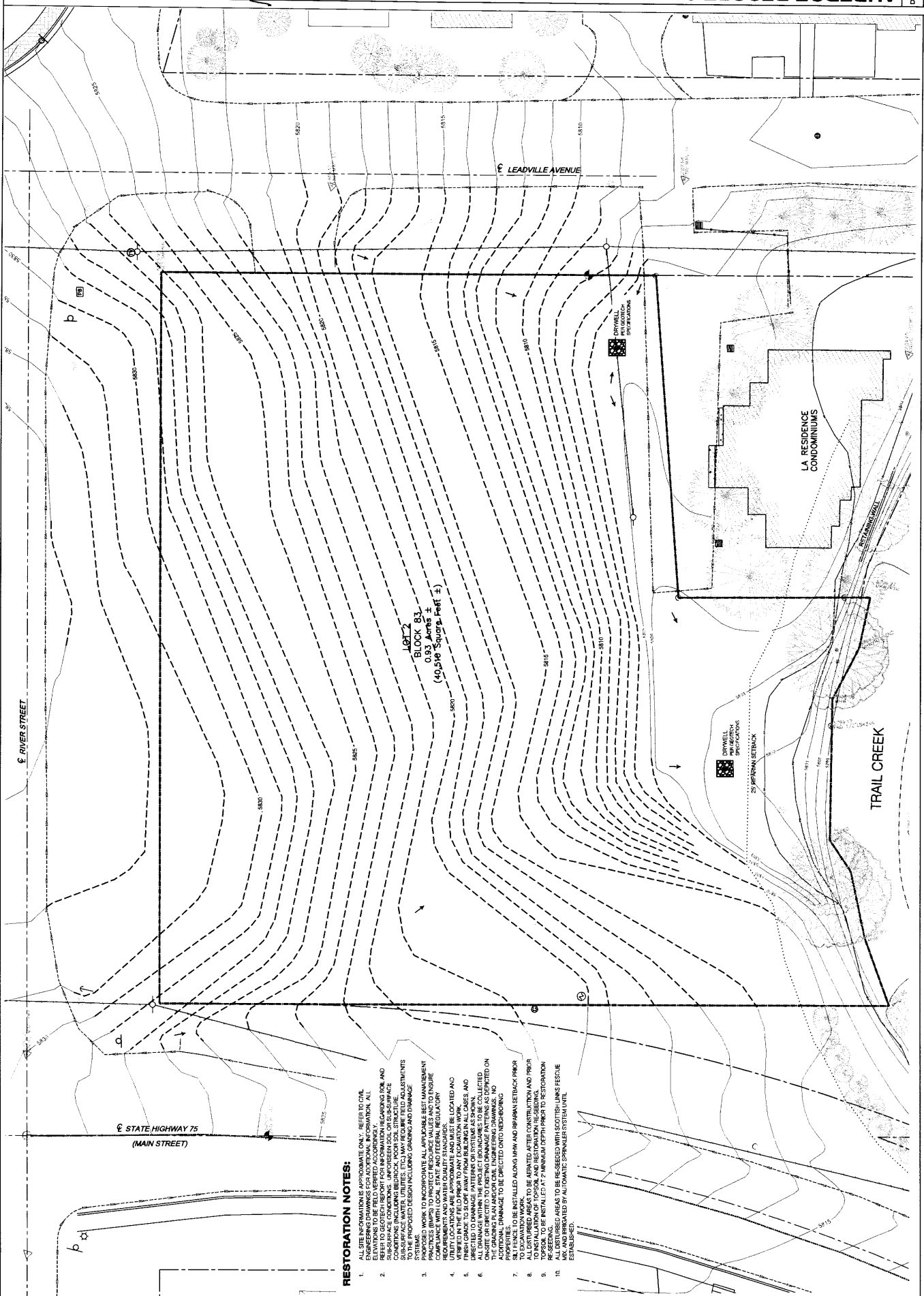
By: [Signature]
Robert L. Raney, Senior Vice President

On this the 5th day of January, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2021.

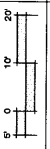


[Signature]
Marie C. Tetreault, Notary Public



RESTORATION NOTES:

1. ALL SITE INFORMATION IS APPROXIMATE ONLY. REFER TO CIVIL ENGINEERING DRAWINGS FOR ADDITIONAL INFORMATION. ALL REFER TO GEOTECH REPORT FOR INFORMATION REGARDING SOIL AND SUBSURFACE CONDITIONS. UNUSUAL SOILS, SUBSURFACE SURFACE WATER, UTILITIES, ETC.) MAY REQUIRE FIELD ADJUSTMENTS TO PROPOSED DESIGN INCLUDING GRADING AND DRAINAGE SYSTEMS.
2. PROPOSED WORK TO INCORPORATE ALL APPLICABLE BEST MANAGEMENT PRACTICES AND WATER QUALITY STANDARDS. ALL RESTORATION WORK SHALL BE IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL REGULATORY REQUIREMENTS AND STANDARDS.
3. ALL RESTORATION WORK SHALL BE COMPLETED AND VERIFIED IN THE FIELD PRIOR TO ANY EXCAVATION WORK.
4. FINISH GRADE TO BE SET AWAY FROM BUILDING FOUNDATIONS AND ALL DRAINAGE WITHIN THE PROJECT BOUNDARIES TO BE COLLECTED AND DISCHARGED TO AN APPROPRIATE DRAINAGE SYSTEM. ALL ADDITIONAL DRAINAGE TO BE DIRECTED ONTO NEIGHBORING PROPERTIES.
5. ALL FENCES TO BE INSTALLED ALONG MPH AND APPROPRIATE SETBACK PRIOR TO EXCAVATION WORK.
6. ALL EXCAVATION WORK SHALL BE INSTALLED AFTER CONSTRUCTION AND PRIOR TO INSTALLATION OF TOPSOIL AND RESTORATION SEEDING.
7. ALL EXCAVATION WORK SHALL BE INSTALLED AT 7" MINIMUM DEPTH PRIOR TO RESTORATION.
8. ALL DISTURBED AREAS TO BE RE-SEED WITH SCOTT'S LINKS RESOLVE MIX AND IRRIGATED BY AUTOMATIC SPRINKLER SYSTEM UNTIL ESTABLISHED.
- 9.
- 10.





Job Name: TCF, LLC
Project Description: TCF Site Restoration
Date: 9.20.18

Qty.	Unit	Estimated Costs				Notes		
		Material	Labor	Subs	Others		Total	
Division 1 - General Conditions								
01034	Permitting				\$ -	\$ -	N/A	
01040	Project Manager	\$ 1,500.00				\$ 1,500.00		
01072	Legal					\$ -	By Owner	
Total Division 1 - General Conditions							\$ 1,500.00	
Division 2 - Sitework								
Backfill and Grading of Site								
	Remove Barricades			\$ 242,000.00		\$ 242,000.00	Per Plan and Galena Elevations Document	
	Top Soil			\$ 3,500.00		\$ 3,500.00		
02025	Utilities- Service			\$ 19,000.00		\$ 19,000.00	500 Tons	
02800	Landscaping			\$ -		\$ -	N/A	
	Clean Up, Seeding, Irrigation			\$ -		\$ -	Temp Irrigation	
				\$ 34,452.00		\$ 34,452.00		
Total Division 2 - Sitework							\$ -	
Subtotal							\$ 301,952.00	
Fees							\$ -	0%
Contingency							\$ -	3%
Total Estimate							\$ 301,952.00	
150% Valuation						\$ 452,928.00		

GALENA ENGINEERING, INC.

CIVIL ENGINEERING & LAND SURVEYING

MEMO

DATE: June 4, 2018
TO: Trail Creek Fund, LLC
FROM: Samantha Stahlnecker, P.E.
Galena Engineering
RE: Site Embankment Opinion of Probable Construction Cost

Galena Engineering has prepared an opinion of probable cost to fill the existing foundation excavation at 200 S Main Street (Ketchum Replat Block 83, Lot 2). This estimate includes approximate construction costs to import, place, and compact fill material at a constant slope from River Street south to the southern property boundary.

Galena Engineering utilized LIDAR data collected by Quantum Spatial for Blaine County, Idaho in the fall of 2017 to approximate the existing conditions on site. Grading limits were defined at the approximate property boundary and an average ground slope of 15% was modeled over the site as the proposed embankment finish ground elevation. Galena Engineering approximates the in-place, compacted embankment quantity to be 11,000 CY.

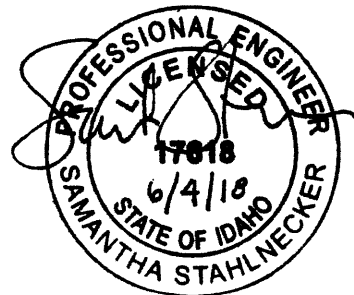
Based upon feedback from local contractors given the site's proximity to Ohio Gulch and the large quantity of material required, Galena Engineering estimates the unit cost per CY of embankment to be \$22.

It is Galena Engineering's opinion that the total estimated cost to fill the existing foundation excavation is approximately \$242,000.

Please contact me with any questions regarding the assumptions made to prepare this opinion of probable cost.

Sincerely,

Samantha Stahlnecker, P.E.



Webb Landscape, Inc.
 162 Glendale Rd
 Bellevue, ID 83313



Office: 208-726-4927
 Fax: 208-726-4767
 www.webbland.com

ESTIMATE

To: Rob King
 Address:
 Billing Info:

Date: September 13, 2018
 Phone:
 Email:

Re: Auberge Resort Restoration

108 MOBILIZATION/DELIVERY FEES:

8 Hours Labor, Supervisor

subtotal 492.00

500's

IRRIGATION INSTALLED:
 *Assumes irrigation POC will be drawn from La Residence Condo's
 *Assumes appropriate GPM and Pressure to accomadate needs
 *Assumes Existing controller will be able to accommodate zone requirements
 *Assumes irrigation to be above ground and temporary
 *Includes time for removal of system after establishment

10 Hours Labor, Technician
 320 Hours Labor
 16 Hours Trackhoe
 300 Linear Feet 18/6 Multi Wire
 13 1-1/2" Automatic PGA Valve Assembly
 300 Linear Feet Of 2" Poly Mainline
 1400 Linear Feet Of 1.5" Poly Lateral Lines
 1 Miscellaneous Fittings for Mainline & Lateral Assembly
 58 Rainbird 5006 SAM/PRS Rotors Assembly

subtotal 22,620.00

607 HYDROSEED INSTALLED:

*Assumes excavation contractor leaves area prepped for seed
 40510 Square Feet Hydroseed, Roadside Mix

subtotal 10,533.00

113 SANITARY FACILITIES

Porta-Potty- Week
 1 Porta-Potty- Month

subtotal 119.00

114 FINISH WORK & CLEAN UP

6 Hours Labor
 2 Hours Loader/Trackhoe
 1 Trash Haul- 12 cubic yards per haul

subtotal 688.00

Thank You,
 Cooper Hayes
 Project Manager

JOB TOTAL, ESTIMATED: \$ 34,452.00

To: Rob King

Date: September 13, 2018

Re: Auberge Resort Restoration

JOB TOTAL, ESTIMATED: \$ 34,452.00

WEBB LANDSCAPE CONTRACT:

OUR COMMITMENT:

- ▶ Webb maintains the integrity of our brand through accountability for our projects with an emphasis on quality, efficiency, industry best practices, and a mindful stewardship of environmental conservation.
- ▶ Webb is committed to our client relationships. We will not be party to dishonesty, distortion, or the misrepresentation of our brand. We stand behind our work and our dedication to customer satisfaction.
- ▶ Webb insures that our work is constructed of the highest quality materials and is completed in a professional and timely manner in accordance with the highest industry standard.
- ▶ Webb maintains a positive working relationships with every client by providing the highest level of comprehensive, year round service while sustaining the long term value for your property.

GUARANTEES & INCLUSIONS:

- ▶ 3 weeks of lawn mowing on new sod installations
- ▶ One turf fertilization for all new sod and hydroseed installations

GENERAL TERMS & POLICIES:

- ▶ Prices reflect the 2018 work season
- ▶ Winter weather conditions may increase costs.
- ▶ This is a cost estimate based on information and/or plans provided to Webb.
- ▶ Any engineering, permitting or subcontracted work not listed on this estimate is considered the responsibility of the contracting party
- ▶ Estimates are subject to change or cancellation after the end of the current growing season
- ▶ Final costs may vary according to on site changes and actual quantities installed.
- ▶ Final billing shall be imposed upon actual quantities used and labor to install.
- ▶ **Additional costs may be incurred to relieve soil compaction associated with construction traffic as needed.**
- ▶ **Change orders will be given as an estimate that must be agreed upon prior to change work commencing.**
- ▶ **A deposit of one-third the estimate total is due prior to the start of the project. Invoicing will be submitted, on a monthly basis as work progresses.**
- ▶ **A 1.5% monthly finance charge shall be imposed on any portion of account not paid within 30 days of each billing.**

ACCEPTANCE:

The pricing, specifications and conditions are satisfactory and accepted.
Webb Landscape, Inc. is hereby authorized to perform the work as specified.
Payments shall be made as outlined above.

Responsible Party

Date

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **THREE**

No. 0 20818

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
MARK C. BUNDY	ALL OF	ALL
TERRI STRAWHAND	VIRGINIA BEACH, VIRGINIA	\$100,000,000
TAMMY A. WARD		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this **12TH** day of **SEPTEMBER** 2016



Mark C. Bundy
Assistant Secretary

David C. Kitchin
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this **12TH** day of **SEPTEMBER**, 2016, before me personally appeared **DAVID C. KITCHIN**, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

DAVID C. KITCHIN (877-377-2405)



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 05-18-2020

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, **STEPHEN C. BERAHA**, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this _____ day of _____



Mark C. Beraha
Assistant Secretary

S1029AF (06/15)



Bond No. 2416447

License Bond

KNOW ALL MEN BY THESE PRESENTS that we, Trail Creek Fund, LLC
 _____ as Principal,
 and **GREAT AMERICAN INSURANCE COMPANY**, a corporation organized under the laws of the State of Ohio,
 as Surety, are held and firmly bound unto City of Ketchum _____ as Obligee,
 in the sum of Four Hundred Fifty Two Thousand Nine Hundred Twenty Eight Dollars and 00/100
Dollars (\$ 452,928.00), lawful money of the United States of America, to be paid unto the said
 Obligee or its successors; for which payment, well and truly to be made and done, we bind ourselves, our
 successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated June 14 _____, 2019 .

WHEREAS, the said Principal now has or will be granted a license or permit to engage in the business of
Site Improvements and backfilling to existing grades in conjunction with restoration plan with
seeding and irrigation
in the City of Ketchum

NOW, THEREFORE, the condition of this obligation is such that if the said Principal shall faithfully comply with all
 laws, ordinances, rules and regulations pertaining to such License and Permit and shall indemnify and save
 harmless the Obligee from all loss or damage that the Obligee shall suffer by reason of the said Principal's failure to
 comply with said laws, ordinances, rules and regulations, then this obligation to be void; otherwise to remain in full
 force and effect.

PROVIDED, that the Surety may terminate its liability hereunder at any time by giving thirty (30) days written notice
 of such termination sent through the United States mail to the Obligee.

The term of this bond shall be from June 14, 2019 _____ to June 14, 2020 _____
 but may be continued on a year to year basis by continuation certificate at the option of the Surety.

Trail Creek Fund, LLC

GREAT AMERICAN INSURANCE COMPANY

Principal

 By: [Signature]
MANAGING MEMBER

By: [Signature]
 Terri Strawhand, Attorney-in-Fact

AMENDED AND RESTATED DEVELOPMENT AGREEMENT
(City of Ketchum/Trail Creek Fund, LLC, et al.

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT ("Agreement") is made and entered into as of the 5th day of October, 2015, by and between the CITY OF KETCHUM, an Idaho municipal corporation ("City") and TRAIL CREEK FUND, LLC, a California limited liability company ("Owner").

RECITALS

WHEREAS, Owner owns that certain real property located at 200 South Main Street, Ketchum, Idaho legally described as Lot 2 of Block 83, of the City of Ketchum, according to the official plat thereof, on file in the office of the County Recorder of Blaine County, Idaho (the "Property"); and

WHEREAS, Owner has applied with the City to develop and operate a Hotel ("Project") currently referred to as the "Auberge Resort Hotel" on the Property pursuant to a Planned Unit Development Conditional Use Permit; and

WHEREAS, Ketchum Municipal Code ("KMC") Section 17.52.010.H.3.g requires that the developer of such a hotel enter into a Development Agreement with the City as part of the approval process and this Agreement satisfies such requirement; and

WHEREAS, KMC 16.08.070 requires the developer of a PUD to submit a Development Plan and this Agreement will ensure compliance with such Plan; and

WHEREAS, KMC 16.08.120.C.1 allows the City Council to require such written agreements executed by the developer to secure performance of any requirement or condition imposed as part of the PUD approval and this Agreement is such a written agreement; and

WHEREAS, City has identified the Property as a site which is suited for the proposed development; and

WHEREAS, the City's Planning and Zoning Commission and City Council have held properly noticed public hearings pursuant to applicable code with respect to the development of the Property and this Agreement; and

WHEREAS, the original agreement between the City of Ketchum and Trail Creek Fund LLC was first amended on April 15, 2010 for the purpose of extending the entitlement expiration dates; and

WHEREAS, the original agreement between the City of Ketchum and Trail Creek Fund LLC was amended for a second time on July 16, 2012 for the purpose of extending the entitlement expiration dates; and

WHEREAS, the original agreement between the City of Ketchum and Trail Creek Fund LLC was amended for a third time on November 5, 2013 for the purpose of extending the entitlement expiration dates; and

WHEREAS, Trail Creek Fund LLC requested a fourth amendment to the Development Agreement in July 2015 for the purpose of extending the entitlement expiration dates by seven (7) months; and

WHEREAS, on September 3, 2015 the Ketchum City Council approved the request from Trail Creek Fund LLC to extend the entitlement expiration dates by seven (7) months from October 6, 2015 to May 6, 2016; and

WHEREAS, the Ketchum City Council approved the fourth extension with the understanding that this would be the last and final amendment to the Development Agreement as to time extensions; and

WHEREAS, it is the intent and desire of the parties hereto that development and uses of the Property proceed as provided herein.

AGREEMENT

NOW THEREFORE, in consideration of the above recitals and the mutual covenants and agreements herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Incorporation of Recitals. The Recitals set forth above are hereby incorporated into and made an integral part of this Agreement.
2. Incorporation of Related Agreements, Approvals, Plans, Permits and other documents. The following agreements, approvals, plans, permits and other documents are hereby incorporated into and made an integral part of this Agreement by reference as if restated herein in full:
 - PUD CUP Findings of Fact, Conclusions of Law and Decision, including all conditions of approval, dated November 17, 2008, or as amended from time to time. Conditions of approval are excerpted in Exhibit A.
 - PUD CUP No. 08-007 dated November 17, 2008, or as amended from time to time.
 - PUD Development Plans referenced in the PUD CUP Findings of Fact, Conclusions of Law and Decision, or as amended from time to time.
 - Design Review Findings of Fact, Conclusions of Law and Decision, including all conditions of approval, dated September 8, 2008, or as amended from time to time.
 - Site Plan No. L-1 dated January 10, showing both on-site and off-site improvements, which off-site improvements may be amended to meet final right-of-way improvement design approvals, or as amended from time to time.

Any material failure to comply with the terms and conditions of any of the above-referenced agreements, approvals, plans, permits and other documents shall constitute a breach of this Agreement.

In the event of any inconsistency between the terms and conditions of this Agreement and the agreements, approvals, plans, permits and other documents listed above, the terms and conditions of this Agreement shall govern.

Except as provided otherwise in this Agreement, development of the Project shall be vested and governed by policies, procedures, guidelines, ordinances, codes and regulations of the City governing land use in effect as of the Effective Date of this Agreement. Any amendments or additions made during the term of this Agreement to City policies, procedures, guidelines, ordinances, codes or regulations shall not apply to or affect the conditions of development of the Project; provided, however, the following are exempt from vesting under this Agreement:

- i) plan review fees and inspection fees;
- ii) amendments to building, plumbing, fire and other construction codes;
- iii) City enactments that are adopted pursuant to State or federal mandates that preempt the City's authority to vest regulations.

Owner may request to be bound by future amendments to the Ketchum Municipal Code, or other regulations, policies or guidelines affecting development, and such request may be approved administratively provided no new land use not allowed under this Agreement and no increase in total square footage of structures to be developed is proposed. In all other instances, the request to be bound by future amendment(s) shall be approved by the Council as an amendment to this Agreement.

Any application for a building permit submitted by Owner shall substantially comply with the requirements of the above-referenced applicable codes, agreements, approvals, plans, permits and other documents as such requirements exist on the day the building permit application is submitted. A complete Building Permit Application and applicable fees shall be submitted to the City no later than May 6, 2016. A Certificate of Occupancy shall be issued for the Project no later than 30 months after the Building Permit is issued.

A building permit application that does not substantially comply with the requirements contained in applicable codes, agreements, approvals, plans, permits and other project documents may be rejected by the City within a reasonable time after completing review of the application by providing written notice to Owner describing the non-compliance in detail unless the non-compliance is cured by Owner within thirty days. If a building permit application contains material changes to the above-referenced applicable codes, agreements, approvals, plans, permits and other documents an amendment to this agreement must be applied for by Owner and considered by the City Council. If such amendment is approved by City Council, all approvals referenced in Section 2 may be subject to amendment. A new building permit may be required to reflect the changes made to the approvals in Section 2.

3. List of Uses to be Allowed (Hotel Uses and Restrictions). Owner may use the Property as a “Hotel” as defined in KMC 17.08.020 as that section existed at the time of PUD application and for private residential uses. The following units and any storage, parking or limited common area associated with such units may be used as either private residential units or as a “Hotel”: Units 1 through 6, located on the fourth floor unless otherwise amended by the City of Ketchum. All other units and space on the Property and in the improvements constructed thereon shall be used exclusively as a “Hotel”. The following are acknowledged as allowable accessory uses of the Property: conference facilities, restaurant and bar areas within the hotel, fitness facilities, retail and spa/salon uses, and an observatory on the fifth floor. Owner agrees that this Agreement specifically allows only the uses set forth above and no others. Owner may not change the uses of the Property and improvements thereon specified in this Agreement without the prior written approval of City which may be withheld for any reason permitted by law. Any substantial changes or expansions in the uses permitted by this Agreement without such prior written consent and formal modification of this Agreement as allowed by applicable law shall constitute a breach of this Agreement.

4. Permitted Square Footage and Building Location. Owner shall construct improvements on the Property in the locations depicted in the Design Review Approval. The gross square footage of the improvements shall not be greater than 149,325 square feet distributed as set forth in the Design Review Approval.

5. Identification of Development Standards & Right-of-Way Improvements. Owner shall develop the Property pursuant to the standards set forth in Title 15 of the Ketchum Municipal Code “Buildings and Construction” as such standards exist as of the date on which Owner applies for a building permit. Owner shall develop the public rights-of-way adjacent to the Property pursuant to the Site Plan and pursuant to the standards set forth in Title 12 of the Ketchum Municipal Code “Streets, Sidewalks, Public Utility Easements and Public Places” as such standards exist on the date on which Owner applies for a building permit. Improvements within the public rights-of-way that shall be dedicated to the public include:
 - Pedestrian amenities such as bike racks, benches and other amenities provided within the Gateway Plaza area at the intersection of Main Street and River Street.
 - Public art.
 - Trees.
 - Street lights.

Improvements within the public rights-of-way that shall remain in the ownership of the Owner and be subject to a revocable Right-of-Way Encroachment License include:

 - Heated sidewalks within the Main Street, River Street and Leadville Avenue rights-of-way.
 - Heated asphalt or other paving within the River Street and Leadville Avenue rights-of-way.
 - Retaining walls.
 - Planter beds, screen and contents within Main Street, River Street and Leadville Avenue rights-of-way.

- Porte cochere and any other structural elements of the hotel building that project into or over the public right-of-way.
 - Curb and gutter and all ingress and egress improvements that are essential for access to the hotel entries and underground parking garage and loading dock areas of the Project.
6. Plaza Area. The size and location of the planned Gateway “plaza” area for the Property, shall be approved by the City Engineer and the City Council prior to issuance of a building permit and installed prior to the issuance of any Certificate of Occupancy.
 7. Construction and Completion Schedule. Improvements shall be constructed and substantially completed pursuant to a schedule set forth in the Revised Construction Mitigation Plan, which shall be submitted by the Owner and approved by the City no later than March 6, 2016. A Certificate of Occupancy shall be issued for the Project no later than 30 months after the Building Permit is issued.
 8. Infrastructure Improvements. Owner shall engineer, construct, and otherwise provide, at its sole expense, improvements, facilities and services (public and private) as provided in the PUD Conditional Use Permit and this Agreement:
 - 8.1 Owner requests water and sewer service from Ketchum to the PUD Property and Ketchum hereby agrees to provide such water and sewer service at the same fees as charged to equivalent users of Ketchum.
 - 8.2 All utilities, including water, sewer, gas, cable, phone and electric shall be installed underground within the street rights-of-way. Detailed engineered construction drawings and specifications for construction of such improvements shall be prepared by Owner and approved by the Ketchum Engineer prior to construction. Prior to acceptance of any such improvements to be dedicated to Ketchum, the Ketchum Engineer shall inspect and approve same and Owner shall provide Ketchum with "as built" drawings thereof. Owner hereby warrants that to the best of its knowledge the "as built drawings" are substantially correct and Owner shall, for a period of one year from Ketchum’s receipt of said drawings, be liable and hold Ketchum harmless for any damage which may result from material errors in said drawings after acceptance by the Ketchum Engineer of said utilities unless such damage is caused directly or indirectly by the acts or omissions of Ketchum, or its agents or contractors.
 9. Design Review. The improvements on the Property shall be built exclusively as permitted under the Design Review Approval unless otherwise amended by the City of Ketchum. Any development of any portion of the Property substantially inconsistent with this Agreement or the Design Review Approval, as determined by the Planning and Zoning Administrator, without modification of the Design Review Approval, shall constitute a breach of this Agreement by Owner.
 10. Phasing. Owner shall not phase the development of the Property; therefore, no security agreement shall be required for any such phasing.

11. Public Access to the Observatory. The observatory has been accepted as a public amenity and as such shall be open to the public a reasonable number of hours. The applicant shall make a proposal to the City Council regarding the operation of the observatory, to be approved by the City Council prior to issuance of any Certificate of Occupancy. The operation of the observatory is subject to approval and adjustment periodically as determined by Owner and the City Council.
12. Employee Housing. The Owner agrees to provide Employee Housing as provided by Ketchum Municipal Code and as set forth in an Employee Housing Plan, which shall be submitted by the Owner and approved by the City Council no later than April 6, 2016. Such plan shall include items set forth in Exhibit A. The approved Employee Housing Plan shall be added to this Agreement by addendum and recorded prior to issuance of a building permit. All required employee housing shall be available no later than six months after the issuance of any certificate of occupancy for the PUD property. Security for the employee housing shall be provided in the form of either a letter of credit issued by a bank, a set-aside agreement with the lender, or a lien on the property in favor of the City sufficient to cover the Employee Housing requirement.
13. Condominium Plat. A condominium plat shall be submitted by the Owner and recorded, pursuant to KMC 16.04.060, to allow for financing of the improvements and individual sale of private residential units. The condominium plat and an operations management plan must be approved by the City prior to recording. The individual condominium units and the commercial and/or common area units shall be use restricted through a recorded declaration of covenants and restrictions.
14. Relocation of Overhead Distribution Power Lines. Owner shall contribute a pro rata share based on total linear feet to the underground relocation of overhead utility lines in the vicinity of the Project. The pro rata share shall be based on the frontage of the Property along Main Street, Leadville Avenue, and River Street. Said contribution shall be utilized by the City solely for the relocation of power lines from overhead to underground in the vicinity of the Property. Staff shall bring alternatives to the Council regarding the payment method within six (6) months of the Effective Date of this Agreement.
15. Conditions of Approval. Owner agrees to comply with all conditions incorporated into the PUD Conditional Use Permit. Any and all approvals as adopted or amended as listed in Section 2, shall be valid until May 6, 2016. These approvals may be retained by Owner and the validity date extended past May 6, 2016 by Owner submitting a building permit application by May 6, 2016, provided the requirements of Section 7 have been met.

In the event Owner has need to revise the approvals listed in Section 2, the following schedule shall be observed to provide Owner the best opportunity to submit a complete building permit by May 6, 2016:

- If necessary, a preliminary plat must be submitted to the City no later than December 15, 2015.

- Application for Conditional Use Permit (CUP) to amend the Planned Unit Development (PUD) approval of 2008 shall be submitted no later than January 15, 2016.
- Application to amend the Design Review approval of 2008 shall be submitted no later than January 15, 2016.
- Revised Construction Mitigation Plan shall be submitted to the City no later than March 6, 2016.
- Complete Building Permit Application and applicable fees shall be submitted to the City no later than May 6, 2016.
- A Certificate of Occupancy shall be issued for the Project no later than 30 months after the Building Permit is issued.

Owner acknowledges the public processes required to amend the approvals listed in Section 2 provide no guarantees of timelines for approval and even by observing the schedule above, Owner may not be in a position to submit a complete building permit application by May 6, 2016.

16. Amendment of Agreement. This Agreement shall be amended or cancelled, in whole or in part, only by the mutual consent of the parties, executed in writing.
17. Remedies. This Agreement shall be enforceable in any Court of competent jurisdiction by either City or Owner or by any successor or successors in title or interest or by the assigns of the parties hereto, unless otherwise expressly provided in paragraph 21, below. Enforcement may be sought by an appropriate action at law or in equity to secure the performance of the covenants, agreements, conditions, and obligations contained herein. In the event of a material breach of this Agreement, the parties agree that the City and Owner shall have sixty (60) days after delivery of notice of said breach to correct the same prior to the non-breaching party's seeking of any remedy provided for herein, provided, however, that in case of any such default which cannot with diligence be cured within such sixty (60) day period, if the defaulting party shall commence to cure the same within such sixty (60) day period and thereafter shall prosecute the curing of the same with diligence and continuity, then the time within which such failure may be cured shall be extended for such period as may be necessary to complete the curing of the same with diligence and continuity.
18. Mediation. Prior to either party filing suit, the parties shall participate in a minimum of one mediation session to determine if a resolution can be reached. The mediator shall be agreed to by both parties and the cost of mediation shall be split between the parties.
19. Default. In the event the Owner fails to comply with the terms and conditions hereof in any material respect, and such default is not cured after reasonable written notice to Owner, Ketchum may, without further notice to Owner, exercise any or all of the following remedies until the default is cured:
 - a. Withhold the issuance of a certificate of occupancy of any structure or unit located within the PUD;
 - b. Withhold the connection of water or sewer to any structure or unit located within the PUD;

- c. Refuse to accept public ownership and maintenance of public improvements within the PUD and record a notice of such action with the Blaine County Recorder's office;
- d. Issue a stop work order for any building or unit under construction within the PUD;
- e. Bring an action for damages, injunctive relief, specific performance or any other remedy available at law or in equity;

All of the above remedies are cumulative and to the extent not wholly inconsistent with each other, may be enforced simultaneously or separately, at the sole discretion of the Ketchum.

In the event that City fails to comply with the terms and conditions hereof in any material respect, and such default is not cured after reasonable written notice to City, Owner may, without further notice to City, exercise any and all remedies available under law or in equity.

20. Miscellaneous Provisions.

- a. Covenant Running with the Land/Successors and Assigns. Unless this Agreement is modified by mutual written agreement of the Parties or terminated by City, this Agreement and all conditions, terms, duties and obligations included in this Agreement shall be binding upon Owner, each subsequent owner of the Property and every person or entity acquiring any interest in the Property. This Agreement shall constitute a covenant running with the land burdening the Property in favor of City and shall be binding upon Owner, its successors in interest, personal representatives, heirs, vendees and assigns. Nothing herein shall in any way prevent sale or alienation of the Property, or portions thereof, except that any sale or alienation shall be subject to the provisions hereof, except as provided below, and any successor owner or Owner shall be both benefited and bound by the conditions and restrictions herein expressed. 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 PUD Property or any portion thereof or interest therein except for purchasers of condominiums as designated in Section 13 (a) and 13 (b) of this Agreement. Nothing contained herein shall be deemed or construed to create any third party beneficiaries or third party rights. Upon conveyance of a condominium unit as designated in Section 13 (a) and 13 (b) of this Agreement to a third party, the lien and encumbrance of this Agreement shall be automatically released from said unit and a prospective third party purchaser, lender and all title insurers are entitled to rely upon said release.
- b. Force Majeure. In the event the performance of any covenant to be performed hereunder by either Owner or the City is delayed for causes which are beyond reasonable control of the party responsible for such performance, which shall include without limitation, acts of God (such as but not limited to fires, explosions, earthquakes, drought and floods); war, hostilities, invasion, act of foreign enemies; acts of civil disobedience, rebellion, revolution, insurrection or

civil war; contamination by radioactivity; riot, commotion, lock-outs or disorder, strikes; discontinuance of electrical supply; any litigation which directly or indirectly prevents or interrupts construction or would cause a reasonably prudent person to delay the commencement or continuation of construction pending the final resolution of such litigation; acts of terrorism; or similar causes, the time for such performance shall be extended by the amount of time of such delay.

- c. Waiver. Any waiver of any of the terms or conditions of this Agreement by City or Owner must be in writing to be effective and shall apply solely to the breach and breaches waived and shall not bar any other rights or remedies of City or Owner of applying to any subsequent breach of any such or other covenants and conditions.
- d. Notices. Any and all notices, demands, requests, and other communications required to be given hereunder by either of the parties hereto shall be in writing and be deemed properly served or delivered if delivered by hand to the party to whose attention it is directed, or when sent, seven (7) days after deposit in the U.S. Mail, postage pre-paid, or upon the sending of a facsimile, followed by a copy sent by U.S. Mail as provided herein, addressed as follows:

City: City of Ketchum
c/o Planning & Zoning Administrator
Post Office Box 2315
Ketchum, Idaho 83340
(208) 726-7801 Phone
(208) 726-7812 Fax

Owner: Jack E. Bariteau, Jr.
Trail Creek Fund, LLC
Post Office Box 84
Sun Valley, Idaho 83353
(650) 906-5636 Phone
(208) 727-1091 Fax

With a copy to: Lawson Laski Clark & Pogue, PLLC
675 Sun Valley Road, Suite A
Post Office Box 3310
Ketchum, Idaho 83340
(208) 725-0055 Phone
(208) 725-0076 Fax

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

- e. Attorney Fees. In the event either party to this Agreement is required to retain the services of an attorney to enforce its rights hereunder, the defaulting party shall

pay to the non-defaulting party reasonable attorney fees and costs incurred as a result of such default whether or not litigation is commenced and including reasonable attorney fees and costs on appeal.

- f. Time is of the Essence. The parties hereto acknowledge and agree that time is hereby made expressly of the essence with respect to each and every term, condition, and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of and a default under this Agreement by the party so failing to perform.
- g. Effective Date of Agreement. This Agreement shall be effective as of the date approved by the City Council.
- h. Requirement for Recordation. Owner shall record this document, including all of the Exhibits, and submit proof of such recording to the City. Failure to comply with this section shall be deemed a default of this Agreement by Owner.
- i. No Precedent. The issuance of the PUD Conditional Use Permit shall not be considered a binding precedent for the issuance of other PUD conditional use permits. The permit is not transferable from one parcel of land to another.
- j. Police Powers. Nothing contained herein is intended to limit the police powers of the City. This Agreement shall not be construed to modify or waive any law, ordinance, rule, or regulation, including without limitation, applicable building codes, fire codes, zoning ordinances, subdivision ordinances, or comprehensive plan provisions, unless expressly provided herein.
- k. Final Agreement. This Agreement sets forth all promises, inducements, agreements, conditions, and understandings between Owner and the City relative to the subject matter hereof, and there are no promises, conditions, or understandings, either oral or written, express or implied, between Owner and the City, other than as stated herein. Except as herein otherwise provided, no subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon the parties hereto unless reduced to writing and signed by them or their successors in interest or their assigns, and pursuant, with respect to the City, to a duly adopted ordinance or resolution of the City.
- l. No Presumptions. There shall be no presumptions for or against either party hereto as a result of the preparation of this Agreement.
- m. Invalid Provisions. If any provision of this Agreement is held not valid, such provision shall be deemed to be excised there from and the invalidity thereof shall not affect any of the other provisions contained herein.
- n. Choice of Law. This Agreement shall be governed by the laws and decisions of the state of Idaho.


IN WITNESS WHEREOF, the parties, having been duly authorized, have hereunder caused this Agreement to be executed on the day and year first-above written, the same being done after public hearing, notice and statutory requirements having been fulfilled.

“CITY”:

“OWNER”:

CITY OF KETCHUM,
an Idaho municipal corporation

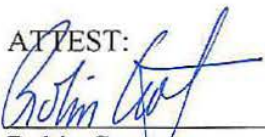
TRAIL CREEK FUND, LLC,
a California limited liability company

By: 

Nina Jonas, Mayor

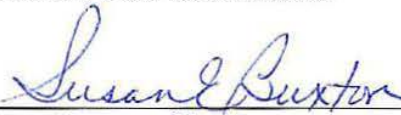
By: 

Jack E. Bariteau, Jr., Managing
Member

ATTEST:


Robin Crotty
Interim City Clerk

APPROVED AS TO FORM AND
CONTENT EXCLUSIVELY FOR
THE CITY OF KETCHUM:



Susan Buxton, City Attorney

ACKNOWLEDGEMENT FOR CITY

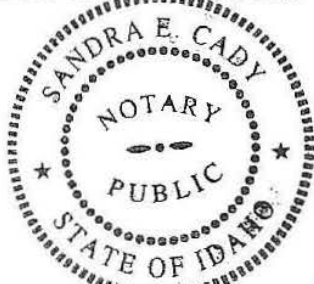
STATE OF IDAHO)
) ss.
COUNTY OF BLAINE)

SUZANNE FRICK

City Administrator

On this 6th day of October, 2015, before me, the undersigned Notary Public in and for said State, personally appeared ~~Nina Jonas~~, known or identified by me to be the ~~Mayor~~ of the City of Ketchum, Idaho, and the person who executed the foregoing instrument and acknowledged to me that he executed the same on behalf of such city.

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



Sandra E. Cady
Notary Public for the State of ID.
Residing at Blaine County
My Commission Expires 11-20-2019

ACKNOWLEDGEMENT FOR OWNER

STATE OF IDAHO)
) ss.
COUNTY OF BLAINE)

On this 28 day of OCTOBER, 2015, before me, a Notary Public in and for said State, personally appeared JACK E. BARITEAU, JR., known to me to be the Managing Member of Trail Creek Fund, LLC, a California limited liability company, and known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of said limited liability company.

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



Lilly Opple
Notary Public for the State of IDAHO
Residing at KETCHUM, ID
My Commission Expires 01/27/2018



Exhibit A

1. A construction staging and mitigation plan, including at a minimum provisions for off-site employee parking, off-site storage of bulk materials, and required right-of-way encroachments during construction, shall be submitted and approved by the City Engineer and the Director of Planning and Building, prior to issuance of a building permit.
2. Right-of-way encroachments including retaining walls and landscape beds, and curblin alignment, slope and drainage, and ADA design issues shall be resolved to the satisfaction of the City Engineer and ITD prior to the issuance of a building permit.
3. All water, sewer and other utility main lines, service lines, manholes and fire hydrants shall be maintained or improved as required by the Ketchum Water and Sewer Department.
4. The proposed development shall be completed as set forth in the design review and CUP approvals and the Planned Unit Development agreement. The PUD Development Agreement shall include, but not be limited to, provisions for the following:
 - Community/workforce housing- as required in condition #9, below.
 - Contribution to underground relocation of overhead utility lines.
 - Public pedestrian amenities to be included within adjacent street rights-of-way.
 - Development of a Construction Activity Standards Plan
 - Minimum access for the public to the observatory.
5. The applicant shall provide a detailed Employee Housing Plan, which provides for housing for 18 employees on a site acceptable to the Ketchum City Council, and within Ketchum City limits.

The following elements shall be required in the Employee Housing Plan:

- a) Provide salary/hourly wages for the various income categories of employees.
- b) The expected number of each level of employee that is intended to be served by the employee housing units.
- c) Which employee category will be served by which type/size of units.
- d) Provide information on anticipated rental rates or subsidized and/or free rent to employees; will utilities and homeowners dues (if any) be included in proposed rates.
- e) Establishment of maximum occupancy per unit type (i.e. 1 person per 1 bedroom unit; 2 persons per 2 bedroom units).
- f) Location of units to be within Ketchum City limits.

- g) Provide a matrix on breakdowns of the different types of units (1BD; square footage; total number of units; anticipated rent, etc.)
- h) Create a priority for occupancy program of these units; (i.e. first availability employees that are full-time, secondly to seasonal employees, and third to persons that are verified to be working in the City of Ketchum.
- i) What units will be available and how will the pool of units available be determined.
- j) What minimum standards will be used to determine employee eligibility to live in the employee housing; is full-time status required for employees to qualify for the employee housing and what constitutes full-time status.
- k) How will overflow of demand of units by employees be handled; will there be a priority system.
- l) Provide information on housing families (with children) and/or married couples.

The proposed Employee Housing shall meet minimum size thresholds and income categories established by BCHA.

The following information shall be provided to the City:

- o Wage/salary range and a breakdown the number of employees within the aforementioned classifications
- o Information on type of housing provided per employee classification
- o Costs incurred in rent (and utilities) and transportation/parking by employees
- o Details on anticipated lease terms/rental agreements for employees housed on-site
- o Anticipated transport and parking scenarios for both on-site and commuting employees.

The Employee Housing Plan shall be submitted and approved by the City Council prior to issuance of a building permit. This plan shall be an exhibit to an amendment to the PUD agreement and recorded prior to issuance of a building permit.

- 6. A privacy wall or landscaping buffer shall be developed as a buffer for the 200 South Leadville Townhomes.
- 7. Operational hours for the observatory shall be developed that provides for access for the public, schools and other interest groups.
- 8. This PUD CUP approval is contingent upon the approval of the Design Review/Waterways Design Review application.
- 9. The setback for the southernmost penthouse condominium unit adjacent to Leadville Avenue shall be increased to ten feet (10') either by reducing overhangs or other means.

10. Prior to issuance of any building permits, a plan shall be brought back to the City Council showing a third lane (through lane) instead of a dedicated right turn lane on Highway 75/Main Street, including consultation with the Idaho Transportation Department.
11. A PUD - Conditional Use Permit shall be issued in writing. The issuance thereof shall not be considered a binding precedent for the issuance of other conditional use permits. A conditional use permit is not transferable from one parcel of land to another.
12. Failure to comply with any condition or term of said permit shall cause said permit to be void ab initio. 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.
13. All projects receiving a PUD - Conditional Use Permit, as a condition of said permit, shall be required to submit and receive design review approval for each structure to be constructed within the project prior to making application for a building permit irrespective of what zoning district or districts within which the project is located.



City of Ketchum

December 2, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to:

- (1) hear from the applicant and staff on PEG's updated plans,**
- (2) hold a public hearing and receive public testimony on new information,**
- (3) deliberate on the planned unit development CUP, and**
- (4) continue the preliminary plat and development agreement portions of the public hearing**

Recommendation and Summary

Staff is recommending the Ketchum City Council (Council or KCC) adopt the following two motions:

Motion No. 1:

- Approval of the Planned Unit Development Conditional Use Permit and CUP for the PEG Ketchum Hotel with conditions, *[In the event of any changes, if any, specifically identifying in the motion the language change/s or any language deletions by section number to the conditions]* as set forth in **Attachment E. 4.A**]; and
- Direct the city engineer and planning staff, consistent with conditions *[consistent with any changes made in the motion]* 4.2.3 and 4.2.4 of **Attachment E.4.A**, to work with the Applicant to complete the River Street City Right of Way Encroachment Permit consistent with Parallel Parking Option 1 (See Attachment A.10); and, the State Highway 75 (SH75) Encroachment Permit with the Idaho Transportation Department (ITD) that excludes (other than emergency access) any direct approach into the project; and
- Direct the city attorney and planning staff to prepare Findings of Fact, Conclusions of Law, Order of Decision of the City Council, inclusive of the two Encroachment permits in as stated in this motion, for the City Council's consideration, approval and adoption at the continuance of this hearing.

Motion No. 2:

- To continue the public hearings to the Ketchum City Council to be held on *[insert the date and time]* as follows:
 - Regarding the preliminary plat application and the development agreement, to receive applicant reports, staff reports and public testimony for City Council consideration and action; and
 - Regarding the application for Planned Unit Development Use Permit and CUP in order, to receive the city attorney's and planning staffs' prepared the Findings of Fact, Conclusions of Law, Order of Decision, inclusive of the two encroachment permits for consideration, as directed in Motion No. 1 for City Council consideration, approval and adoption and final action.

The reasons for the recommendation are as follows:

- The Ketchum Planning and Zoning Commission (PZ or Commission) unanimously recommended approval of the Planned Unit Development Conditional Use Permit.
- Both the applicant’s traffic engineer (Hales Engineering) and the city’s 3rd party traffic engineer (AECOM on behalf of the City) find acceptable levels of service for the project with the River Street access.
- On-site employee housing is a preferred solution for the project and support for this can be found in the recommendation of the PZ and the city’s comprehensive plan, as well as the recommendations of the Blaine County Housing Authority.
- The Applicant has amended its plans to reduce the waivers requested both in terms of bulk, floor area ratio, and impacts to River Street and the property to the west.

Background

On October 7, 2019 the KCC received a full copy of the record of the Ketchum Planning and Zoning Commission’s recommendation on PEG Ketchum Hotel, LLC’s application for a 100-room hotel at the southwest corner of River Street and State Highway 75/Main Street (“Gateway Site”). See attached three website links for details:

- Link to 10/7/19 KCC Staff Report, Including Recommendations of the Ketchum Planning & Zoning Commission: <https://mccmeetingspublic.blob.core.usgovcloudapi.net/ketchid-meet-f374e29900a74b108ca2d3560c836ce0/ITEM-Attachment-001-3abc66dc1caf4df39a96255157b5fd32.pdf>
- Link to all public comment to the Commission (from 7/15 to 9/11): https://ketchumidaho.org/sites/default/files/fileattachments/planning_amp_building/project/37921/all_comments_received_by_pz_7.15.19_to_9.11.19.pdf
- Link to all public comment to Council (from 8/5 to present): <https://ketchumidaho.org/citycouncil/page/ketchum-boutique-hotel>

At the hearing on October 7, 2019 the Council heard from the applicant, staff and the public and, as part of its deliberations, directed the applicant, staff and city departments (including the city’s traffic consultant, AECOM) to work together to, among other items, address:

- Traffic level of service issues, including the sufficiency of the applicant’s circulation plan on River Street in terms of traffic flow, circulation, deliveries, parking, snow removal, pedestrian access and whether separate project ingress/egress to State Highway 75 (SH75) is advisable for purposes other than fire emergency staging;
- Opportunities to alter the building program and design in order to minimize and eliminate, where possible, the hotel’s setback, height, and floor area ratio waivers; and,
- Options and details related to the Applicant’s proposed employee housing plan, including receiving recommendations from the Blaine County Housing Authority (BCHA) on preferences for an on-site versus an off-site location, room configurations and amenities, rental rates, monitoring and compliance.

Analysis

The Applicant has worked on the issues identified by the Council on October 7th and has provided amendments to its plans aimed, in part, to eliminate or reduce the waivers requested in terms of bulk (e.g., floor area ratio) and impacts to River Street and neighboring properties, including the Forest Service Park sub-area.

Key highlights of the Applicant's plan changes, dated December 2, 2019, include:

- Reduction of the number of hotel rooms from 100 to 92
 - Addition of a small conference room overlooking Trail Creek on Level 01 (River Street access level), including a terrace and rear stairwell for ingress/egress
 - Reduction of the number of employee housing units from 25 required (30 proposed) to 23, including a reduction in square footage (SF) from +/- 13,746 SF (30 beds) to +/- 8,671 SF (23 beds)
 - Rejection of ingress/egress to the Project from State Highway 75 for anything other than emergency access staging
 - Revamping of the hotel drop off, pick-up and delivery area consistent with recommendations received from city departments (Note: subject area now includes the option for a plaza consistent with the 2007 Gateway Scale & Massing Study). See updated staff analysis of River Street Encroachment Options 1 and 2 provided in **Attachment A.10**.
 - Lowering by one-story the entire back ½ of the hotel building (from the rooftop bar area southward to Trail Creek)
 - Retention of the roof top bar as a public amenity
 - Reduction in waiver requests:
 - floor area ratio (FAR) from 1.9 to 1.74;
 - front setback now complies with 15' requirement; and,
 - the average west-side setback increased from 5' to 15.6' (although the average east-side/SH75 setback decreased from 39' to 30.8')
- See updated waiver request analysis, in the context of the required findings to be made for this PUD CUP application, in **Attachment E.4.A**.

Financial Impact

Approximately \$107,691 in Planning Permit fees have been paid to date and an additional DR application fee of approximately \$48,000 is anticipated in FY20. The projected FY20 Building Permit fee is estimated to be approximately \$581,405. Future local option tax and tax increment increases are also anticipated.

Attachments¹

A – Staff Analysis.

See Attachments 1-9 from 10/7/19 KCC report, as well as the following update:

12/2/2019 staff analysis update

- **Attachment A.10** - Staff Analysis of River Street Encroachment Options 1 and 2

¹ The Staff Report for the 10/7/19 KCC public hearing may be found by clicking the following website link:
<https://mccmeetingspublic.blob.core.usgovcloudapi.net/ketchid-meet-f374e29900a74b108ca2d3560c836ce0/ITEM-Attachment-001-3abc66dc1caf4df39a96255157b5fd32.pdf>

B – PEG Ketchum Hotel, LLC Gateway Submittal Drawings, Narratives & Studies.

See List from 10/7/19 KCC staff report, as well as the following list of:

12/2/2019 design update

- Architectural site plan
- Civil Plan – River Street Encroachment Options 1 & 2
- SH75 Ingress/Egress Diagram
- Landscape plan
- Floor Plans
 - Level -03, -02, -01 Floor Plans (Below River Street)
 - Level 01, 02, 03, 04 Floor Plans
- Employee Housing Plans
 - 4 Suites Housing 4 Employees / 1 Bedroom – 2 Level
 - 1 Suite w/4 Bedrooms Housing 4 Employees – 2 Level
 - 1 Suite w/4 Bedrooms Housing 8 Employees – 1 Level
 - 1 Suite w/4 Double Bedrooms Housing 8 Employees – 1 Level
- Setback Analysis
 - Plan View
 - 5 Sections
- Elevations
 - Contextual
 - Before & After – Building Mass Revision
 - E, W, S, N
- Project Perspectives
 - NE, NW, SE, NE, N
 - Rooftop Bar (2 Perspectives)
- Planning & Zoning
 - Comments
 - Response
- Waiver Supporting Exhibits
 - Waiver 1 – Minimum Lot Size for PUD
 - Waiver 2 – FAR
 - Waiver 3 – Average Setbacks
 - Waiver 4 – Height / Contextual Elevations

12/2/2019 memo / supplementary documents update

- Ketchum Hotel – Main Street/SH75 Access Memo from AJC Architects
- Parking Garage Memo from In-Group Hospitality
- Employee Housing Operations Memo from In-Group Hospitality
- Deliveries Memo from In-Group Hospitality

C - City department, agency & peer review letters/memos, as well as the following list of:

12/2/2019 department update

- Memo from AECOM
- Letter from Nathan Harvill, BCHA

D - Public comment – please use following links:

- All public comment to P&Z (from 7/15 to 9/11):
https://ketchumidaho.org/sites/default/files/fileattachments/planning_amp_building/project/37921/all_comments_received_by_pz_7.15.19_to_9.11.19.pdf
- All public comment to council (from 8/5 to present):
<https://ketchumidaho.org/citycouncil/page/ketchum-boutique-hotel>

E – Signed Planning & Zoning Commission Findings

See List / Attachments E.1 thru E.5 from 10/7/19 KCC staff report, as well as the following:

12/2/2019 findings update

- **Attachment E.4.A** – *draft* Planned Unit Development Conditional Use Permit and CUP Findings of Fact, Conclusions of Law, Order of Decision of the Ketchum City Council for the PEG Ketchum Hotel

Attachment A

Staff Analysis.

See Attachments 1-9 from 10/7/19 KCC report, as well as the following update:

12/2/2019 staff analysis update

- **Attachment A.10** - Staff Analysis of River Street Encroachment Options 1 and 2

Attachment A.10 – City Staff Analysis of River Street Encroachment Options 1 and 2

Planning staff recommends that the Council direct staff to work with the Applicant on Option 1 for the reasons highlighted below. Notably, Option 1 features the opportunity to create a public plaza space as recommended in the 2007 Gateway Scale & Massing Study. Option 1 is also preferred for purposes of walkability and for helping to anchor and activate this edge of the city’s downtown. Option 1 is designed with snowmelt up to the curb line in a manner that fully accommodates city street plowing of snow. Furthermore, the offset of public parking spaces in the hotel parking garage, under terms defined by the KCC in the project development agreement, will assure public benefit.

Design Element	City Standards 80' ROW	Option 1	Option 2	Comment
Parking Adjacent Limelight	Diagonal	Parallel (7)	Diagonal (14)	<ul style="list-style-type: none"> Striped for 7 parallel (8' wide x 20' long) parking spaces today due to existing asphalt width 80' ROW standard is diagonal parking (9' wide x 18' long) and would result in approximately 14 parking spaces
Parking for Development	Diagonal (14) (9' wide x 18' long)	-	-	<ul style="list-style-type: none"> 80' ROW provides pull in parking both sides of roadway Applicant willing to provide 7 additional public parking spaces in underground garage as offset with preferred Option 1
Travel Lane Widths (EB & WB)	12'	12'	12'	<ul style="list-style-type: none"> Per standard
Curb & Gutter (EB & WB)	2'	2'	2'	<ul style="list-style-type: none"> Per standard
Sidewalk	8'	8'	8'	<ul style="list-style-type: none"> Per standard
EB Lane	NA	Right turn only onto SH75	Right turn only onto SH75	<ul style="list-style-type: none"> Recommended by traffic study & AECOM

Delivery Truck Parking	NA	10'	10'	<ul style="list-style-type: none"> • +/- 3 parking spaces available during non-delivery hours (similar to 5th Street area on north-side of Atkinsons' Market) • Assures River Street not blocked
Bulb Out & ROW Encroachment	NA	<p>24' from property Line</p> <p>Operations Encroachment 2544 sq ft.</p> <p>Snow melt and Pavers Encroachment 3816 sq ft.</p>	<p>16' from property line</p> <p>Operations Encroachment 954 sq ft.</p> <p>Snow melt and Pavers Encroachment 2544 sq ft.</p>	<ul style="list-style-type: none"> • Encroachment for hotel drop off operations, snow melt, and pavers • Larger bulb out - Option 1 <ul style="list-style-type: none"> ○ minimizes pedestrian crossing distance (from 56' @ 46'); and ○ aids plaza goals set forth in 2007 Massing Study for Hotels
Hotel Drop-off Vehicular Travel Lane	NA	14'	12'	<ul style="list-style-type: none"> • Heated pavers • EB one-way
Hotel Setback from Property Line	15'	15'	15'	<ul style="list-style-type: none"> • Conforms to city code • No waiver
Hotel Entry Sidewalk	NA	15' wide	7' wide	<ul style="list-style-type: none"> • On hotel's property • Heated pavers • Greater plaza / entry opportunities with Option 1

Attachment B

PEG Ketchum Hotel, LLC Gateway Submittal Drawings, Narratives & Studies.

See List from 10/7/19 KCC staff report, as well as the following list of:

12/2/2019 design update

- Architectural site plan
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 - Level 01, 02, 03, 04 Floor Plans
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 - Waiver 1 – Minimum Lot Size for PUD
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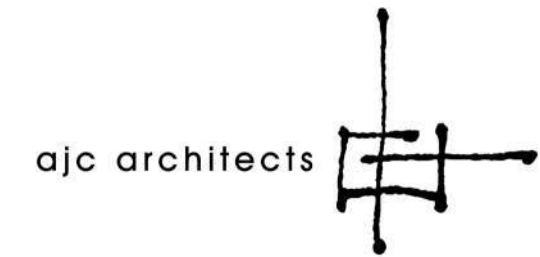
12/2/2019 memo / supplementary documents update

- Ketchum Hotel – Main Street/SH75 Access Memo from AJC Architects
- Parking Garage Memo from In-Group Hospitality
- Employee Housing Operations Memo from In-Group Hospitality
- Deliveries Memo from In-Group Hospitality



KETCHUM TRIBUTE

Dec 2, 2019 | DESIGN UPDATE



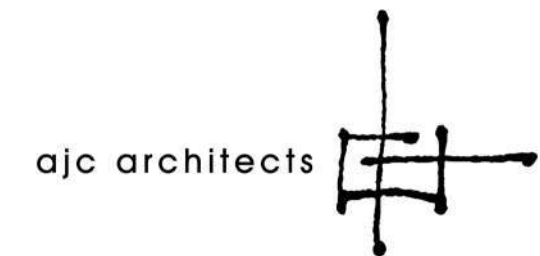
PROJECT UPDATE

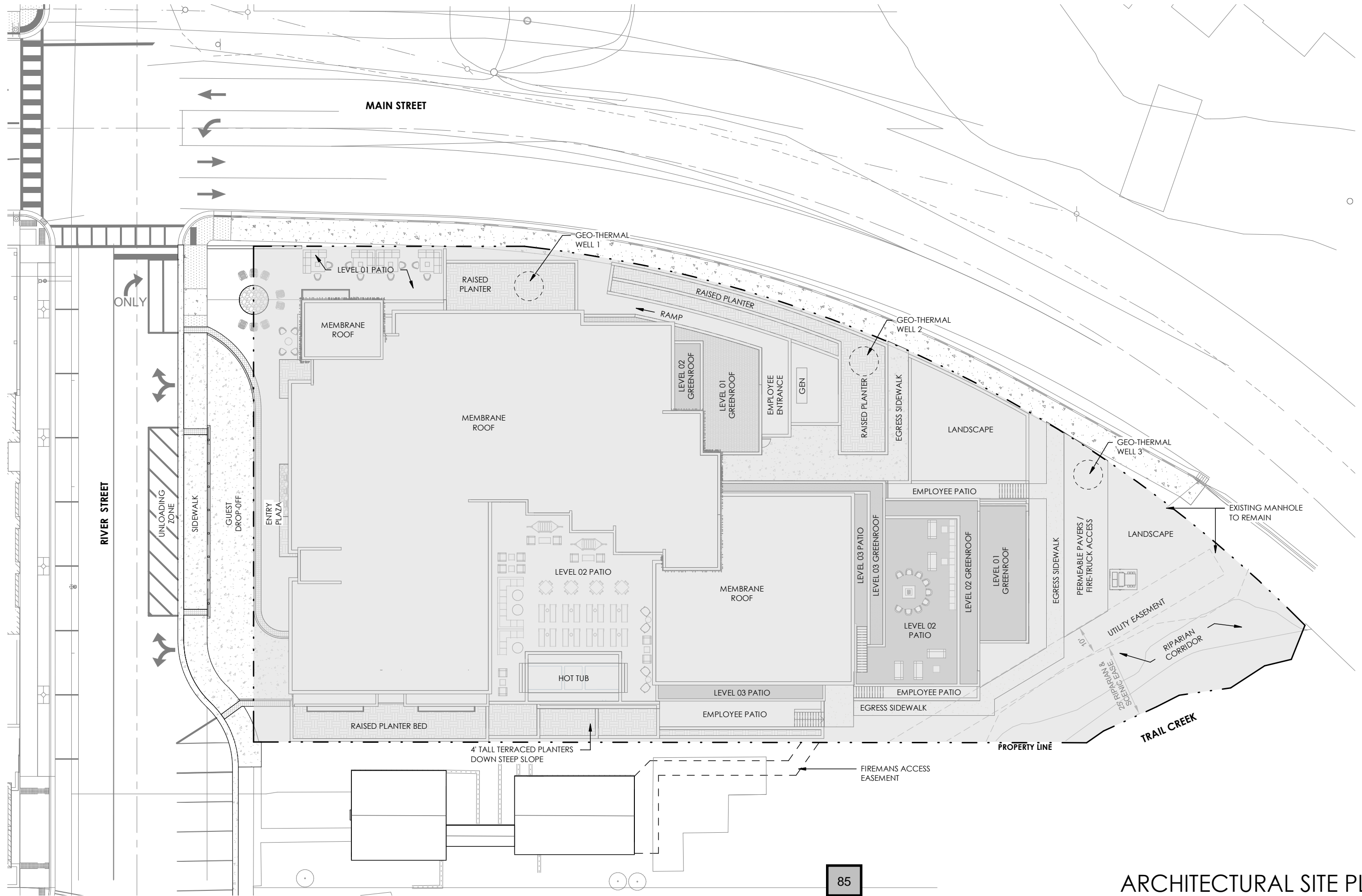
CITY COUNCIL,

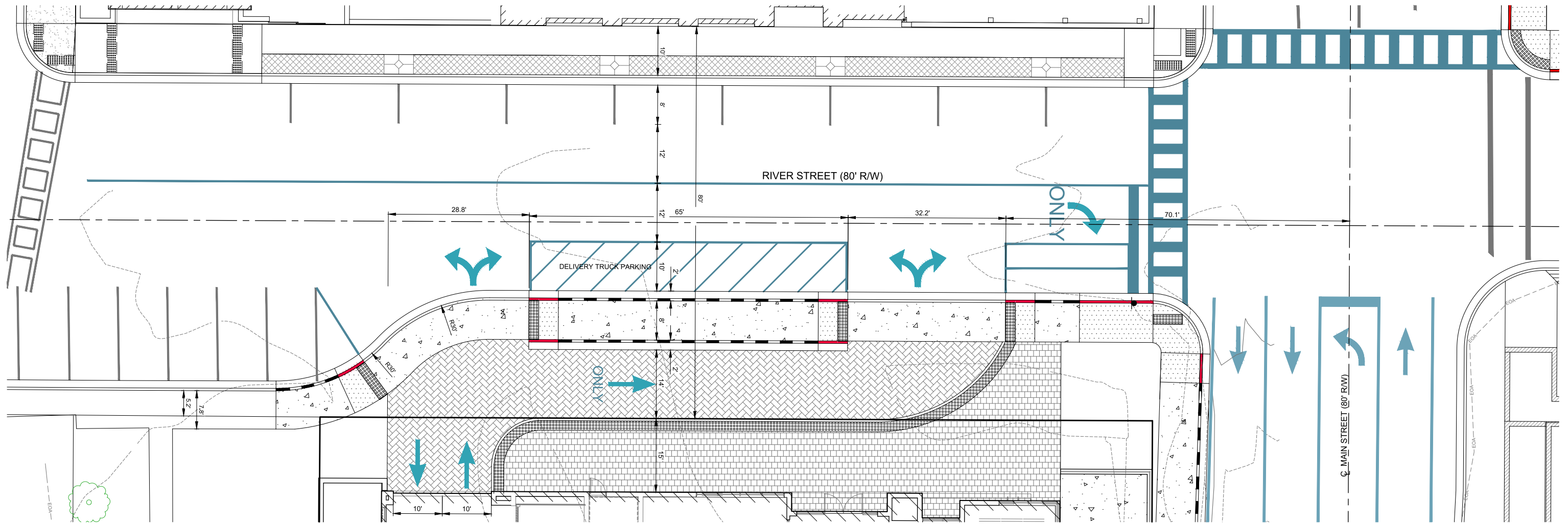
ON JULY 29TH & 30TH OUR PROJECT TEAM PRESENTED CONCEPT DESIGN TO THE KETCHUM CITY PLANNING & ZONING COMMISSION FOR APPROVAL OF THE PRE-APPLICATION DESIGN SUBMITTAL.

AT THIS MEETING THE KETCHUM BOUTIQUE HOTEL PROJECT WAS APPROVED TO MOVE TO A FULL P&Z DESIGN REVIEW SUBMITTAL, CONTINGENT ON KETCHUM CITY COUNCIL REVIEW AND APPROVAL OF SEVERAL CONDITIONS AND WAIVERS AS RECOMMENDED BY P&Z FOR APPROVAL. THIS REVIEW IS ON-GOING, AND IN THE INTEREST OF KEEPING PROJECT MOMENTUM, WE ARE SUBMITTING THIS DESIGN UPDATE PACKAGE FOR ADDITIONAL KETCHUM CITY FEEDBACK.

CURRENT PLANS, ELEVATIONS, AND RENDERS ARE INCLUDED ALONG WITH UPDATED DIAGRAMS FOR WAIVERS.

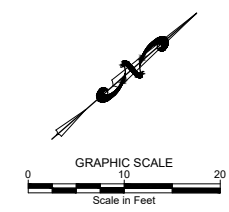


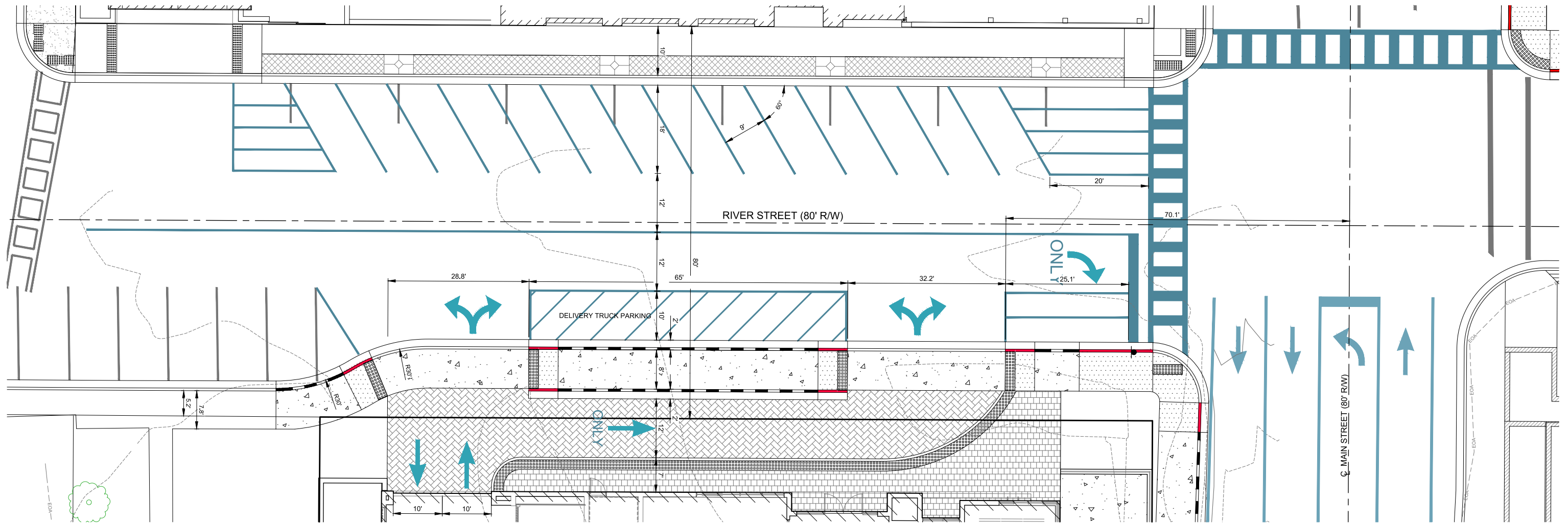




LEGEND

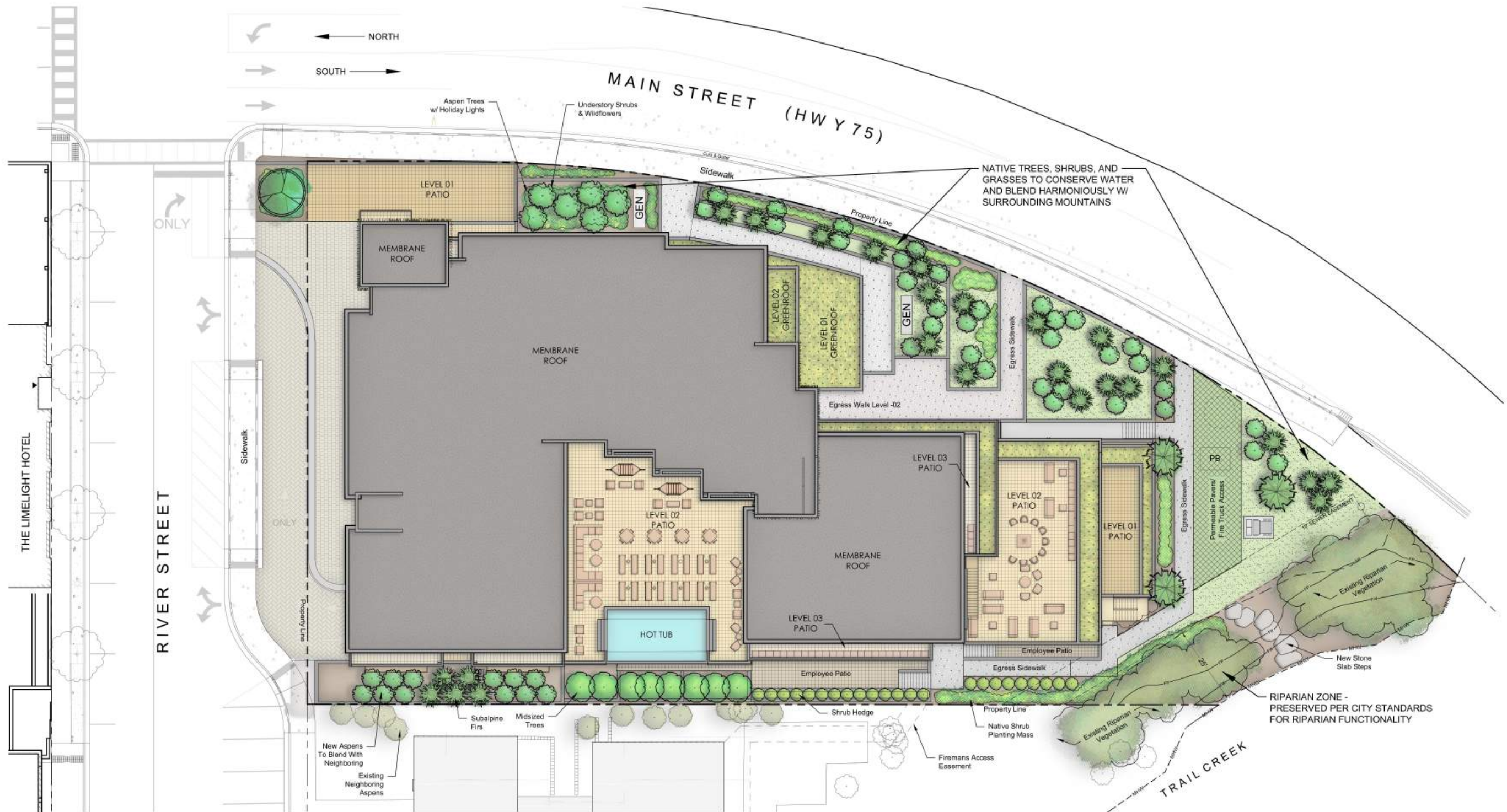
	Concrete Sidewalk
	ADA Pedestrian Approach
	Concrete 6" Vertical Curb
	Curb Transition
	Zero Reveal Curb & Gutter
	Ada Access Truncated Dome
	Sign
	Road Paint
	Pavers

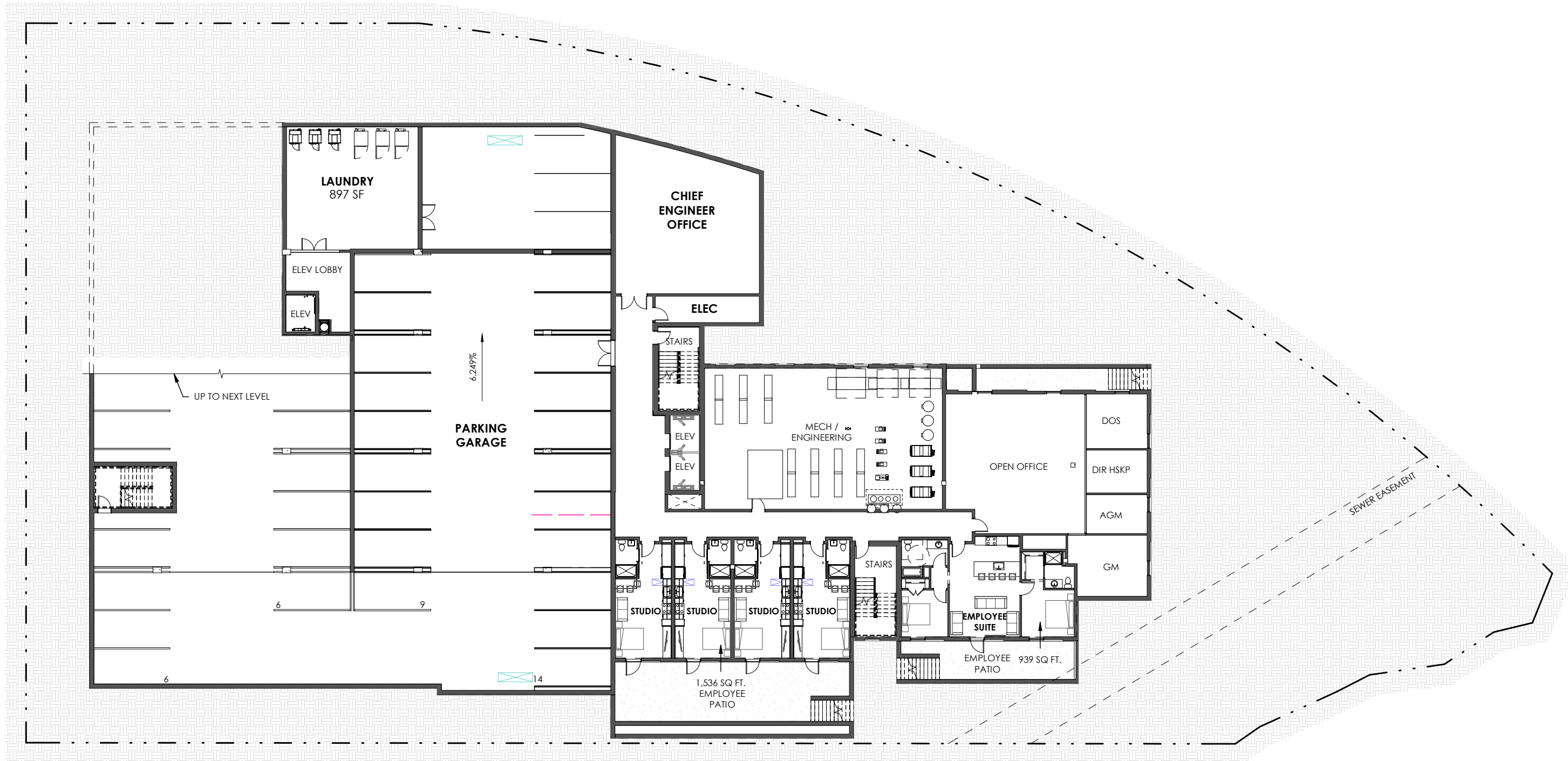


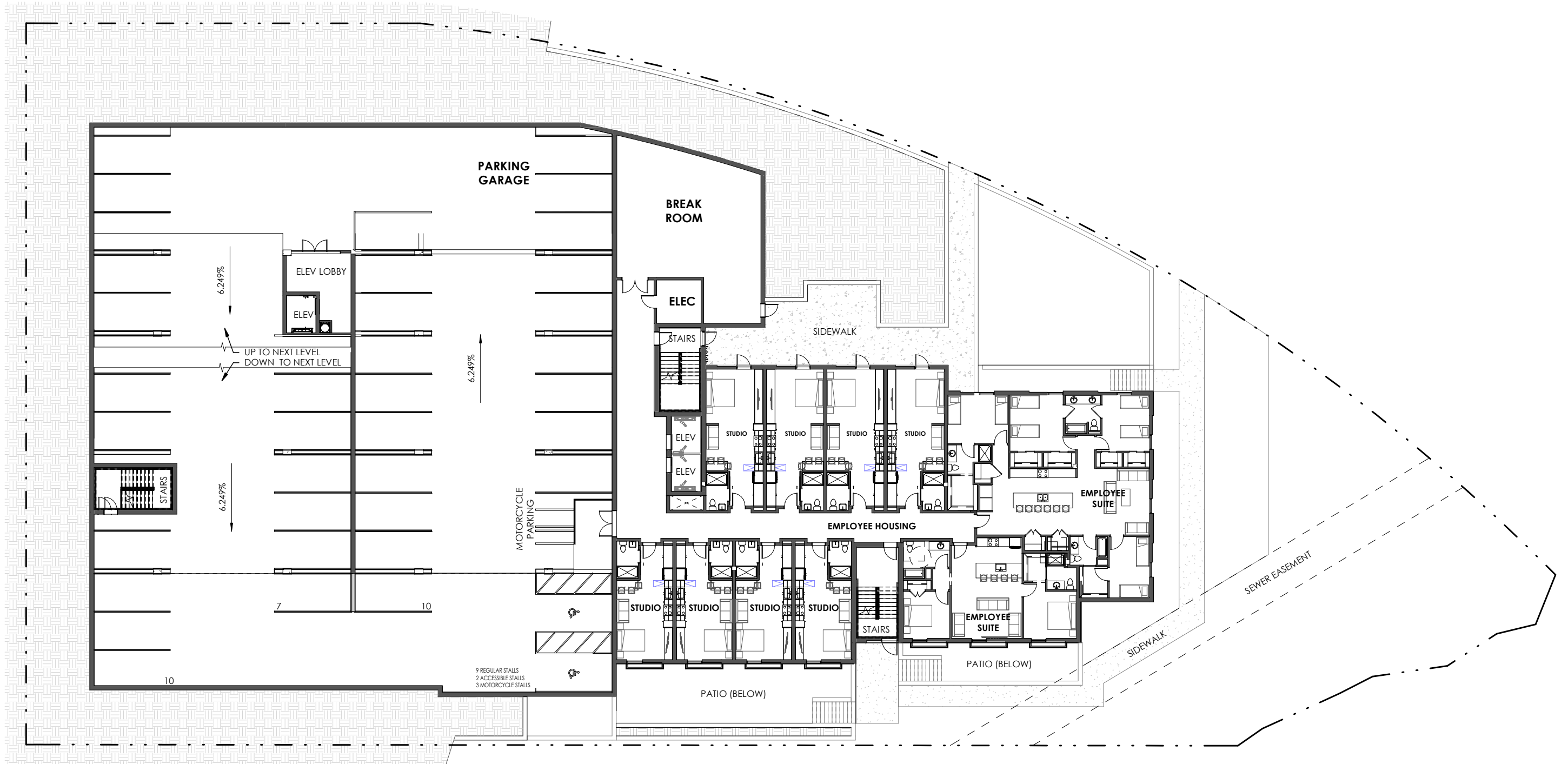


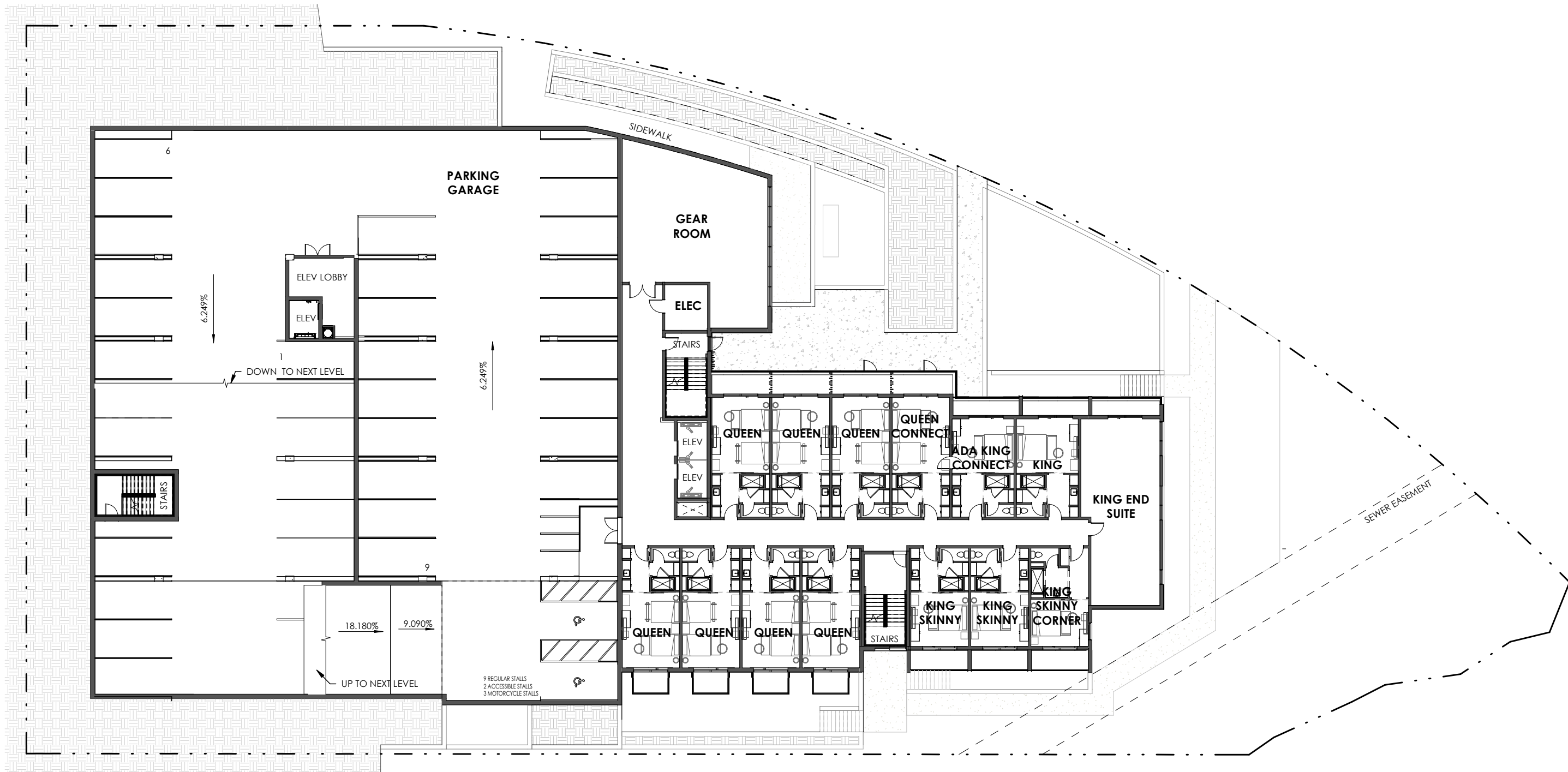
LEGEND

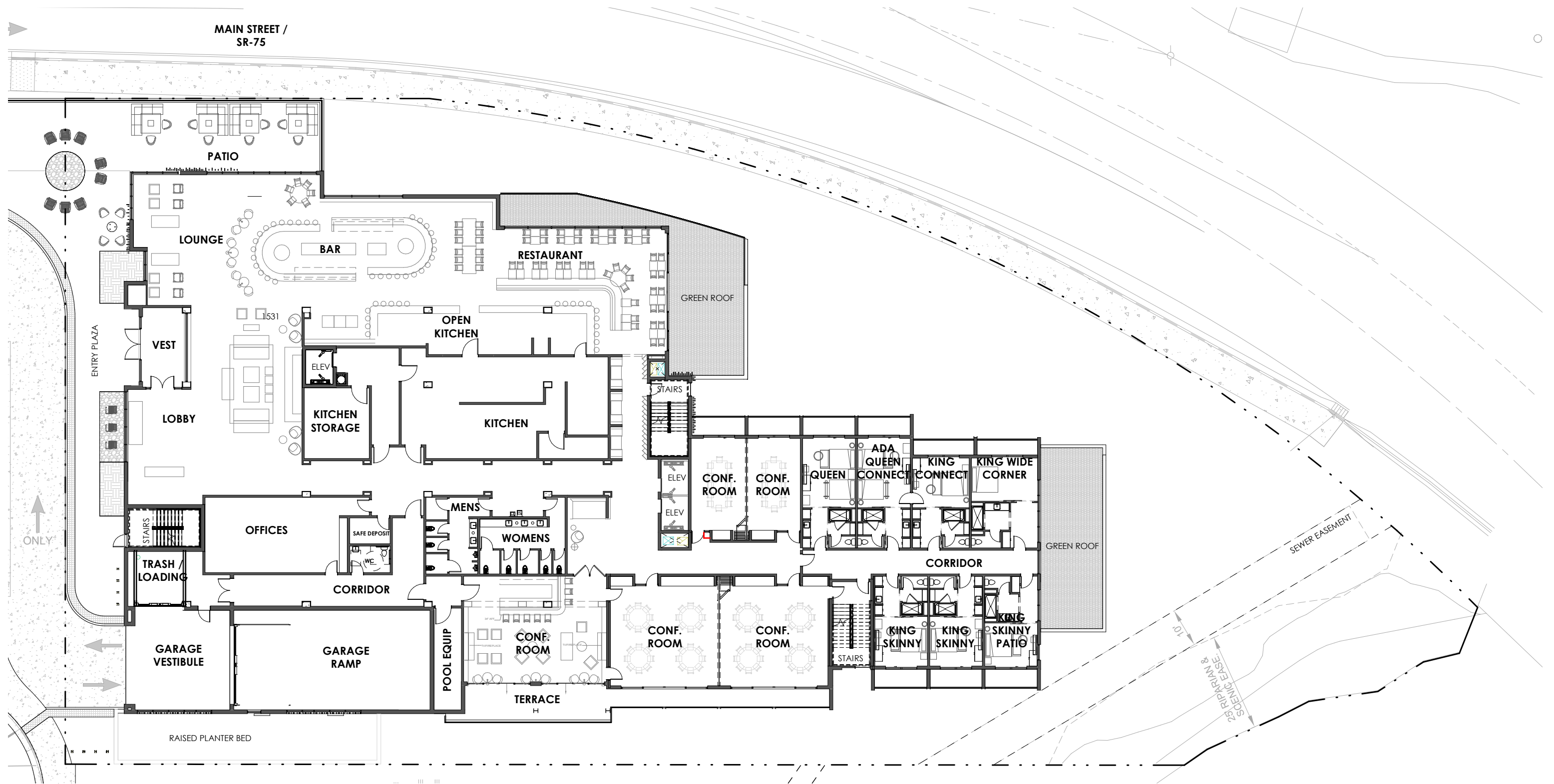
	Concrete Sidewalk
	ADA Pedestrian Approach
	Concrete 6" Vertical Curb
	Curb Transition
	Zero Reveal Curb & Gutter
	Ada Access Truncated Dome
	Sign
	Road Paint
	Pavers

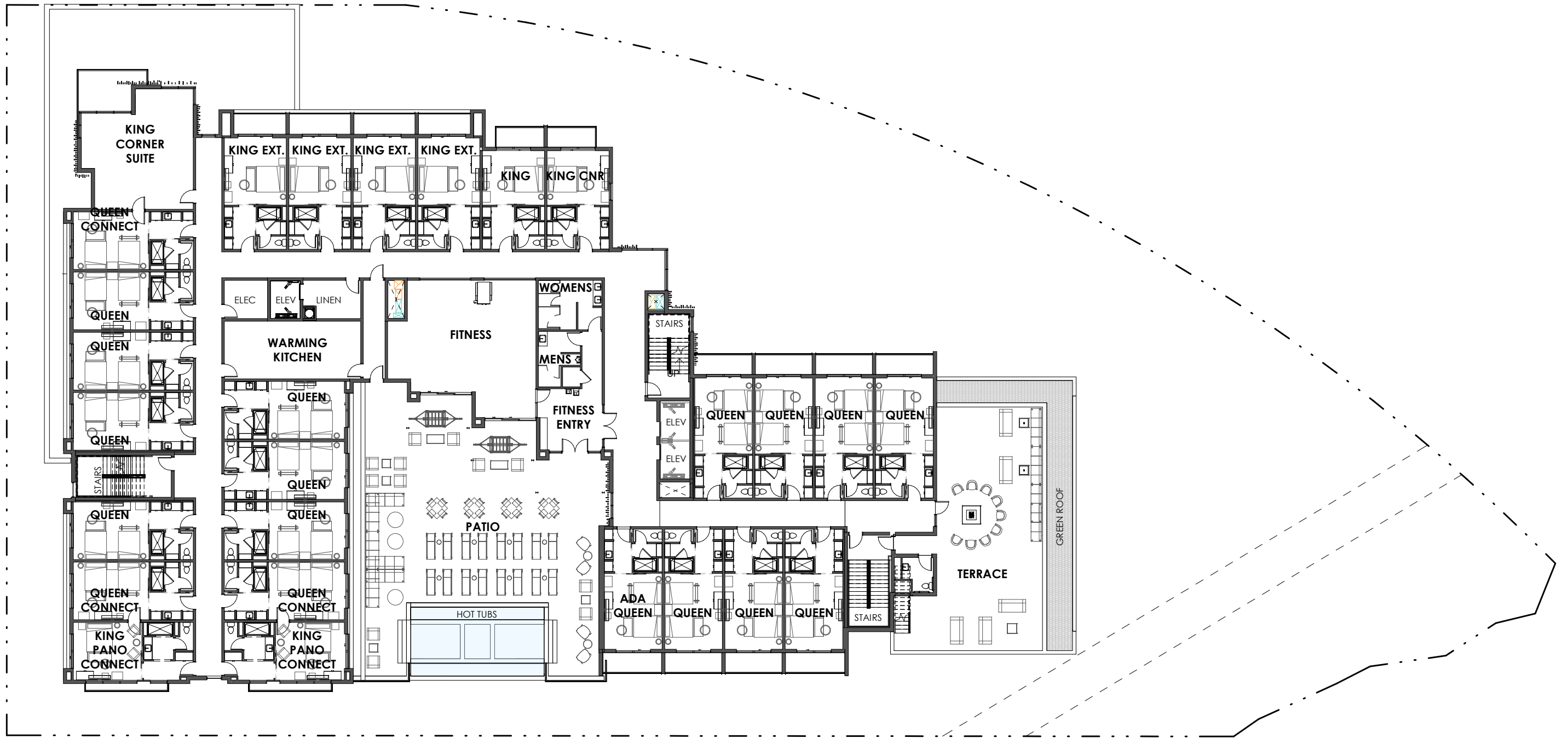


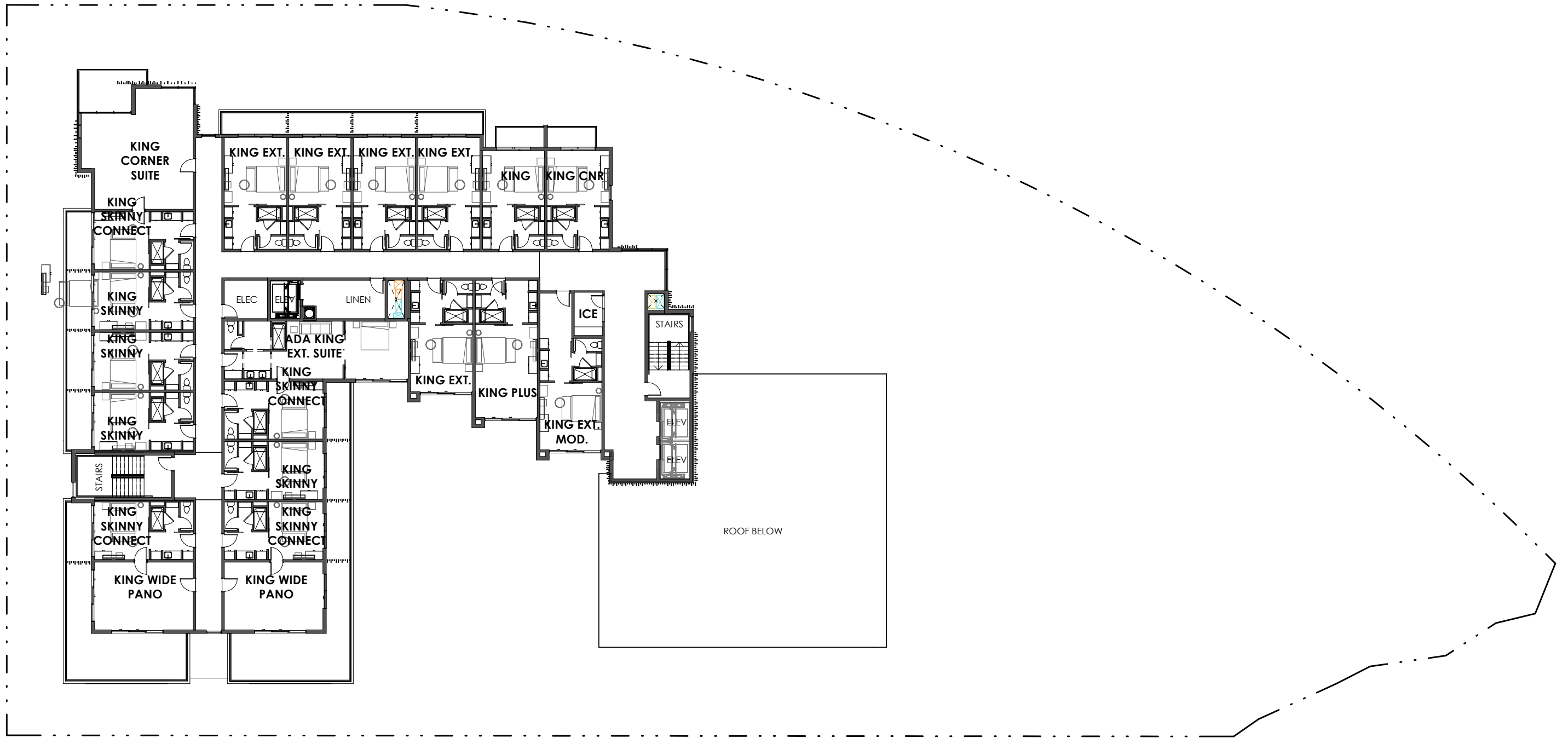


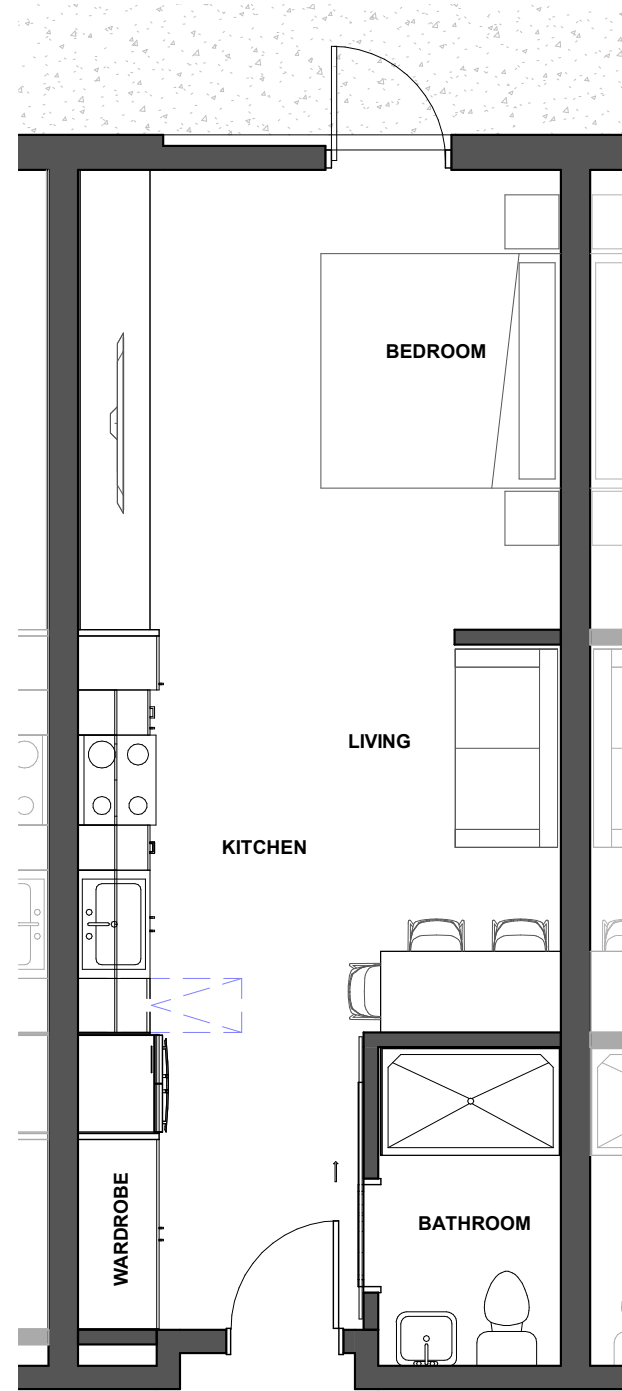






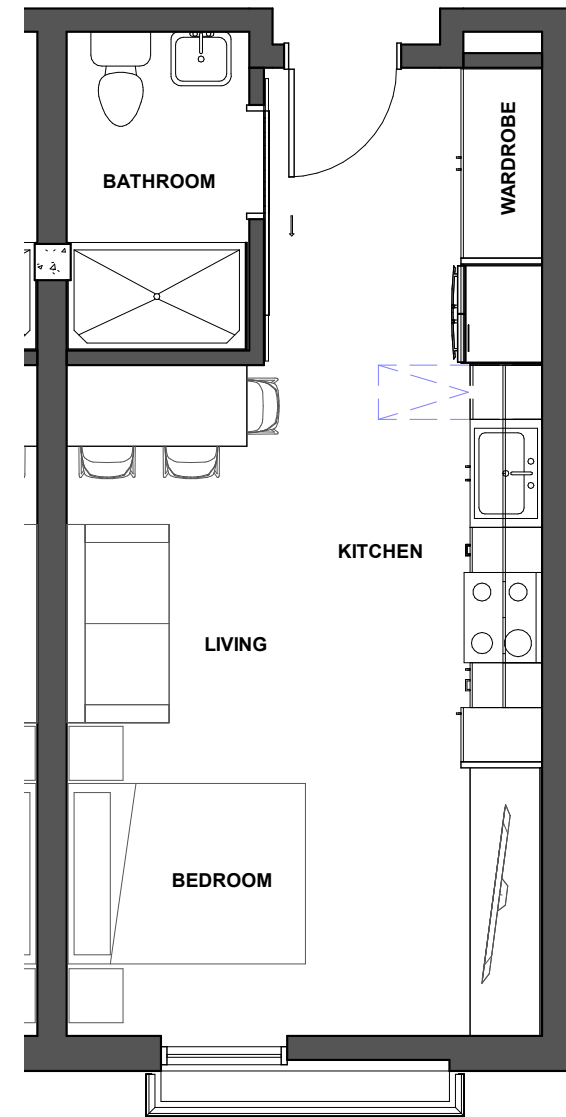




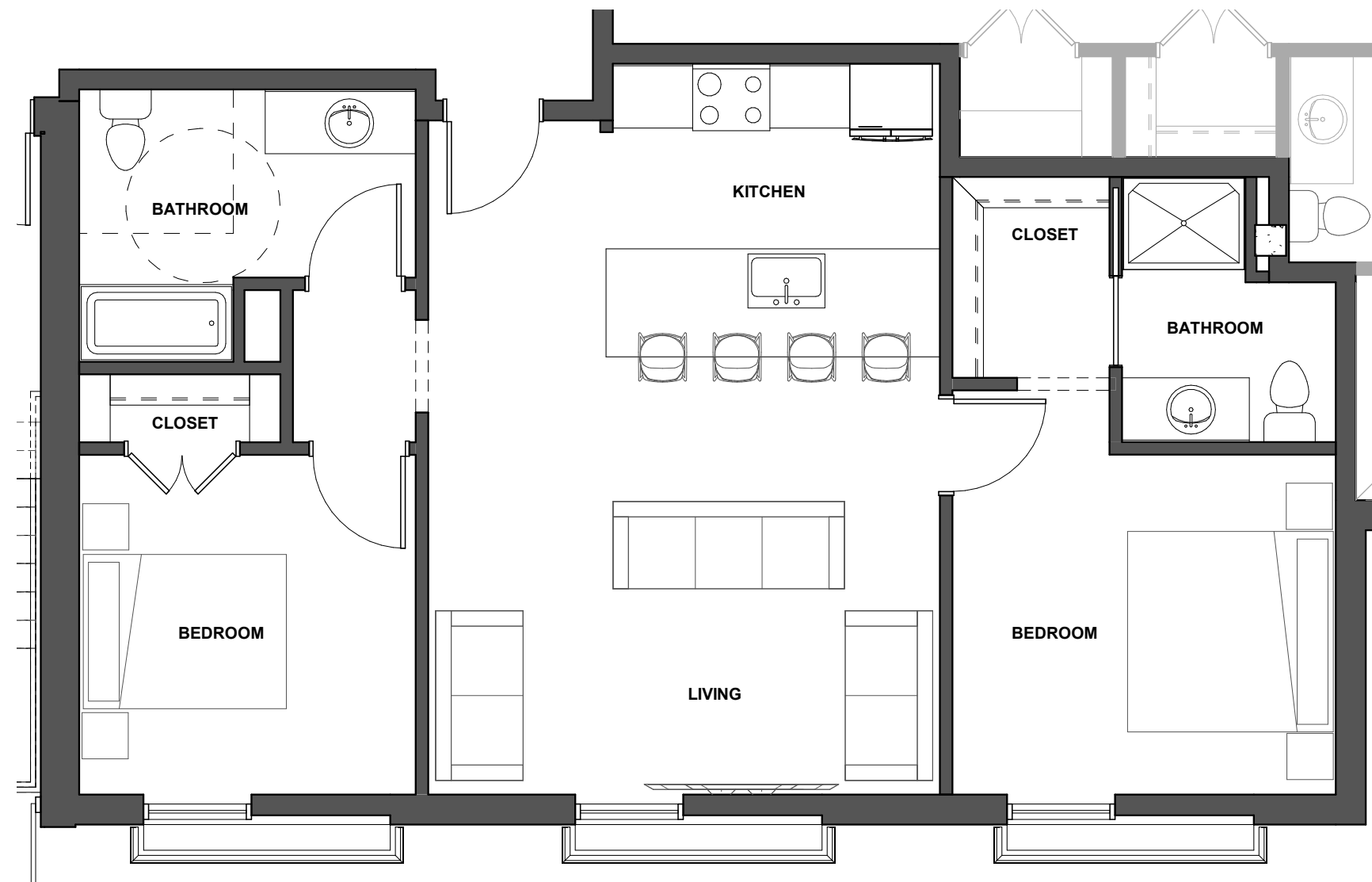


4 STUDIOS HOUSING 4 EMPLOYEES

ONE BEDROOM STUDIO



8 STUDIOS HOUSING 8 EMPLOYEES



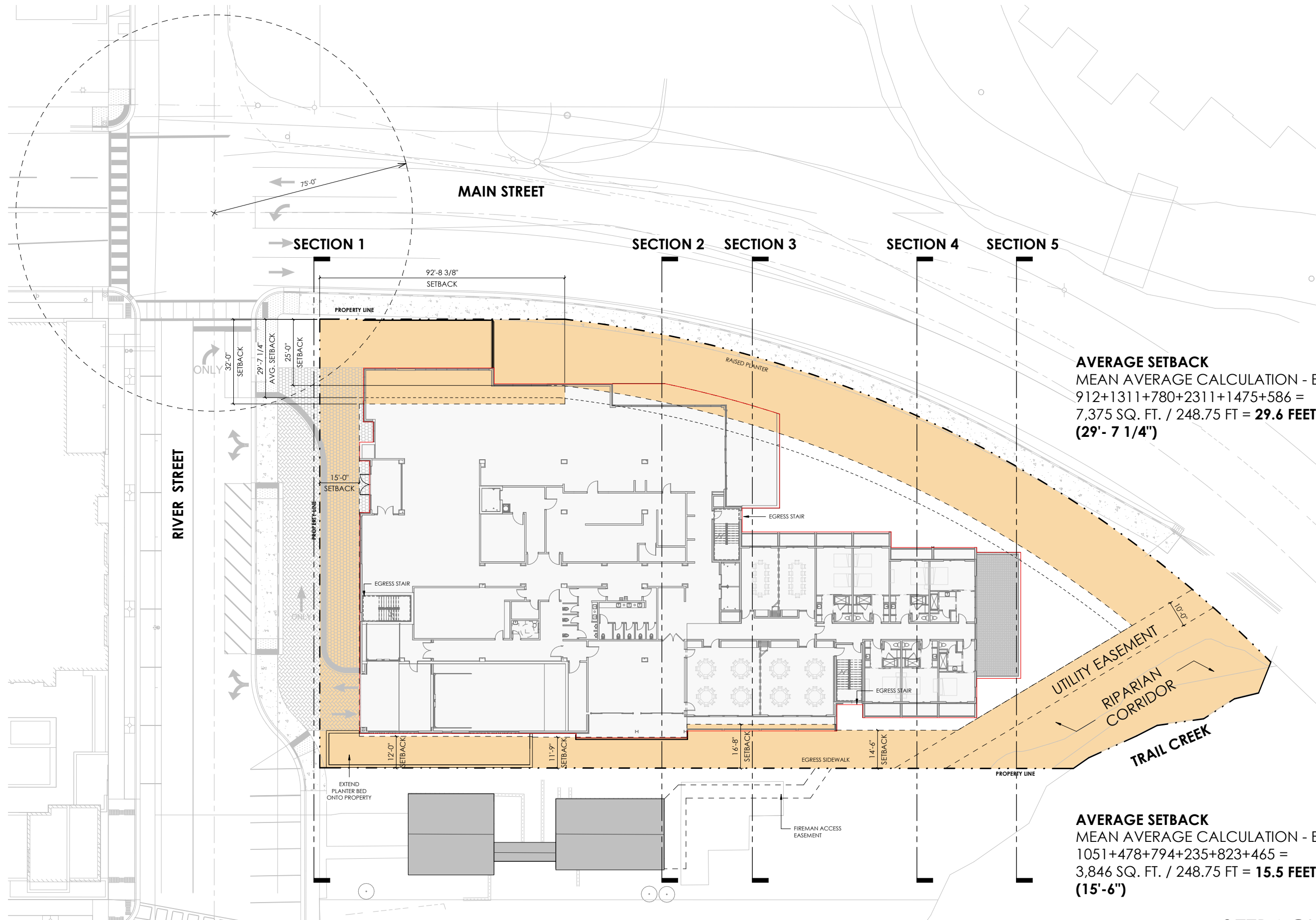
2 TWO-BEDROOM SUITES HOUSING 4 EMPLOYEES

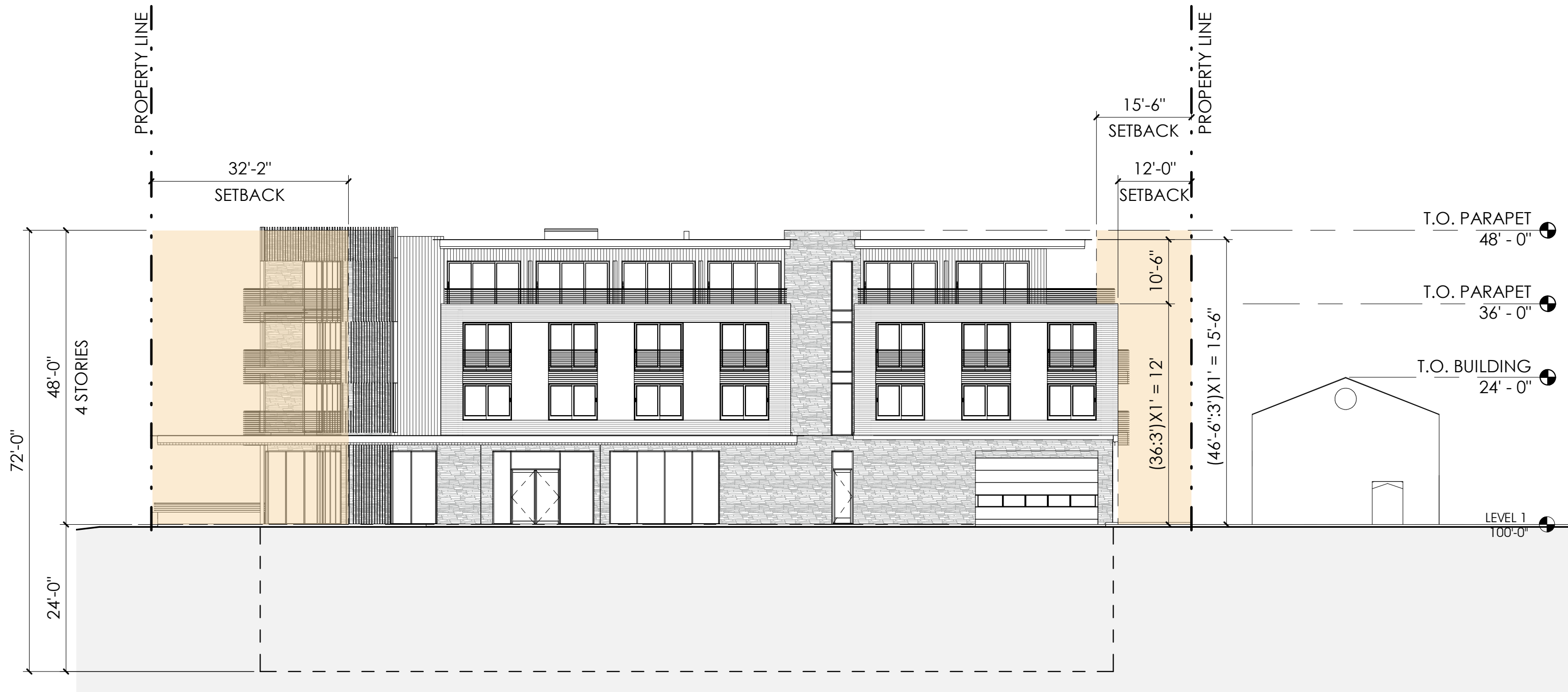
TWO-BEDROOM SUITE



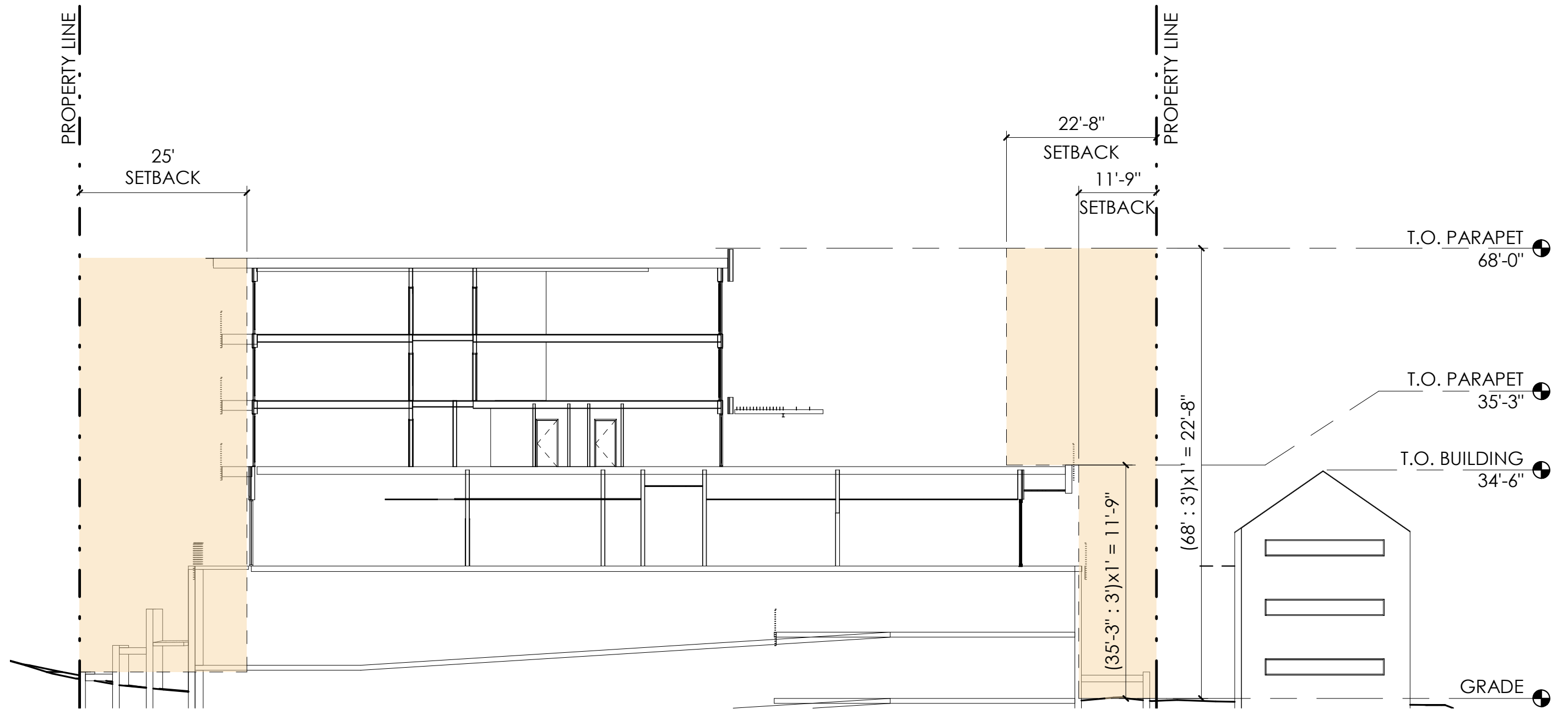
1 FOUR-BEDROOM SUITE HOUSING 8 EMPLOYEES

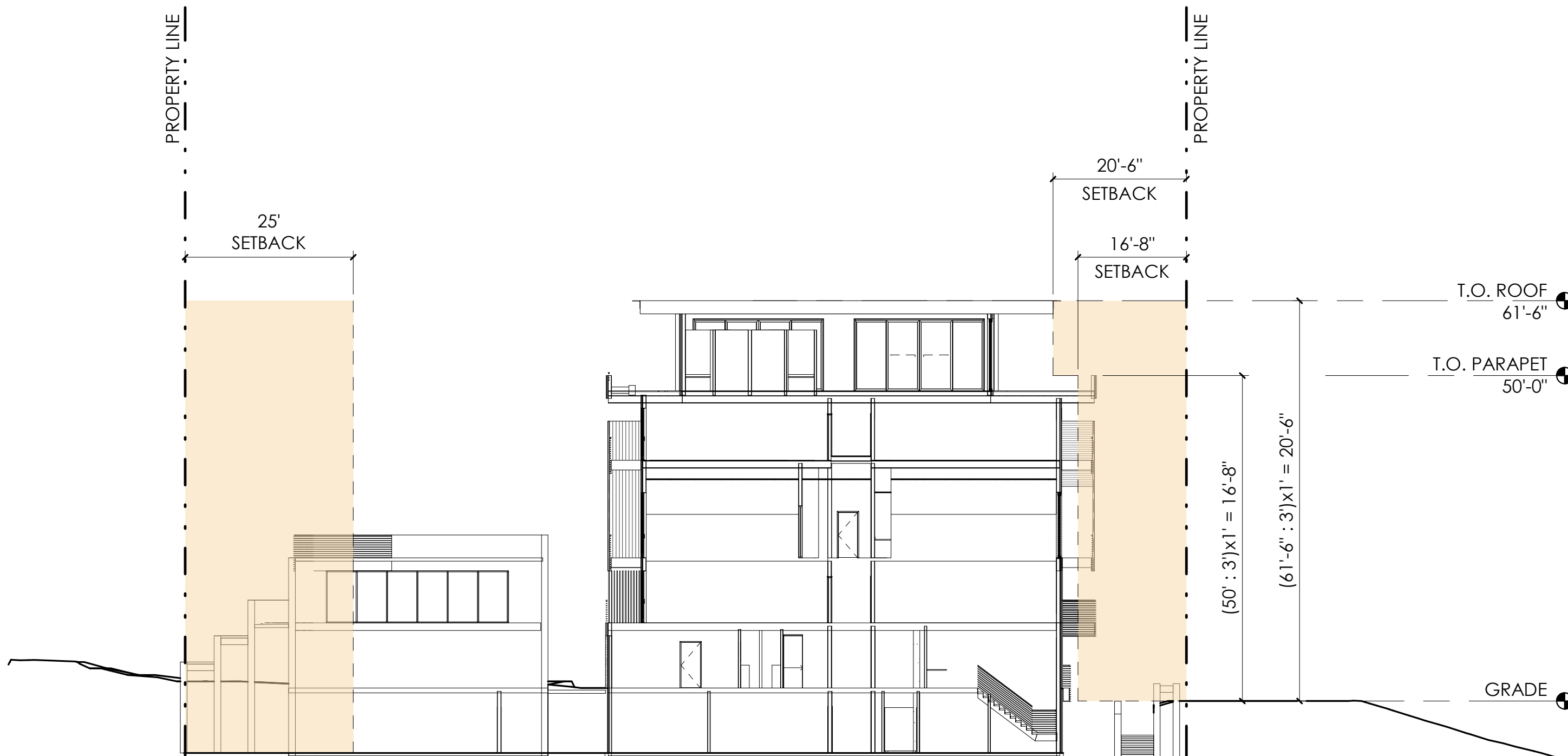
FOUR-BEDROOM SUITE



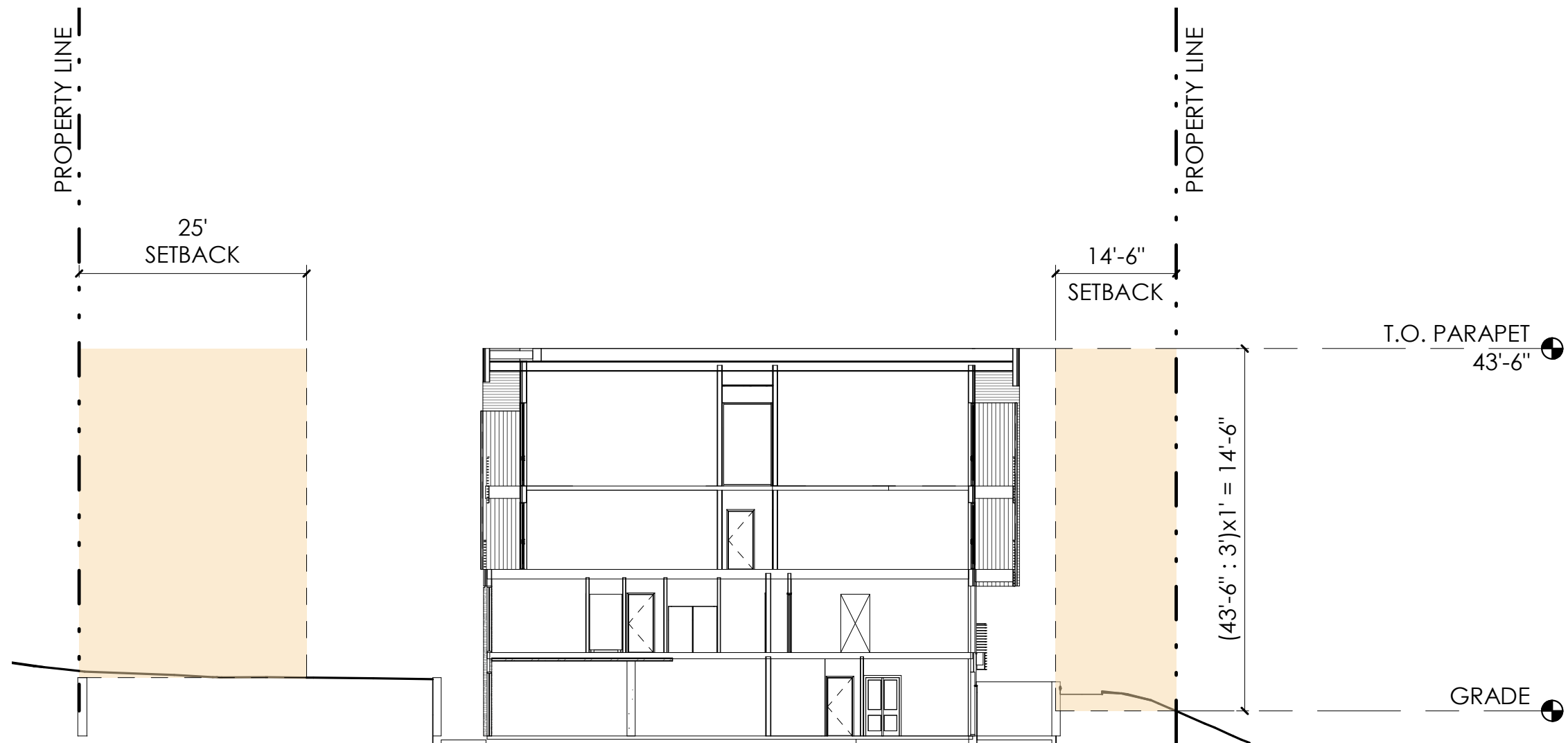


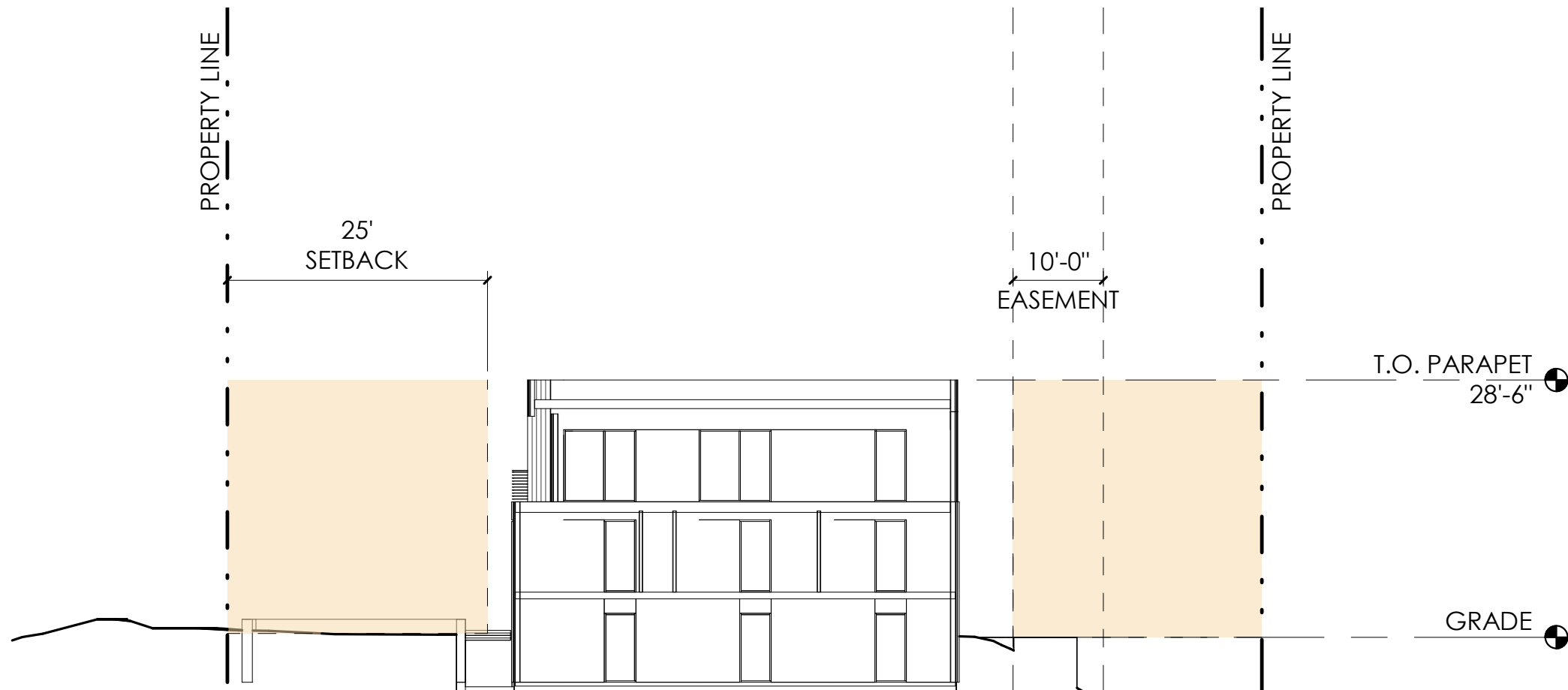
SECTION 1 - SETBACKS ANAL 101

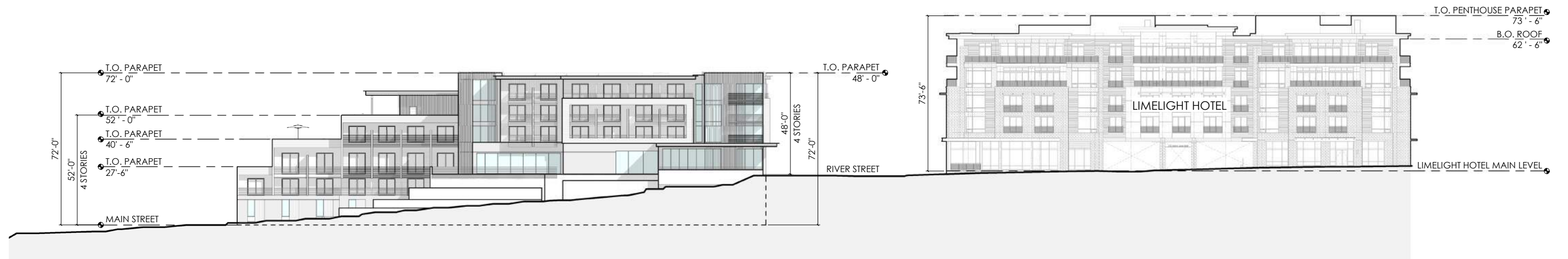
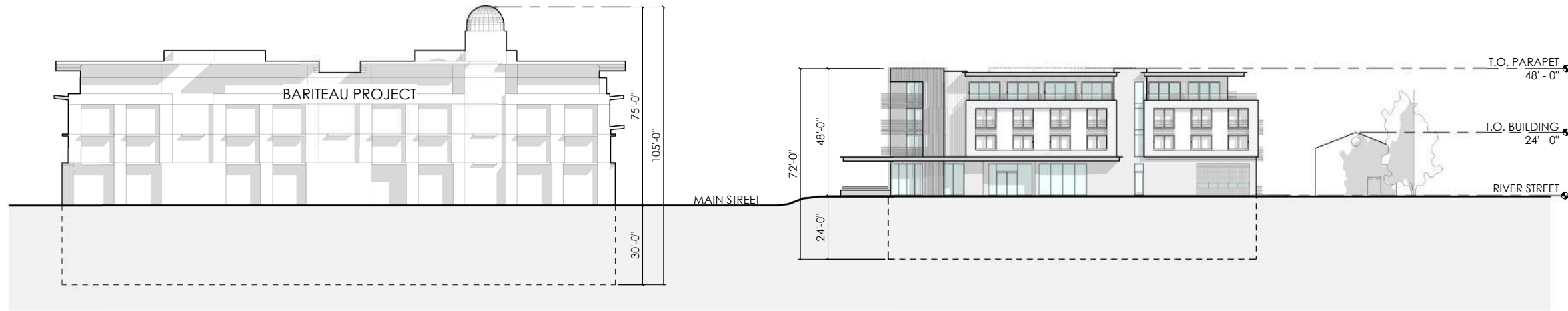




SECTION 3 - SETBACKS ANAL 103

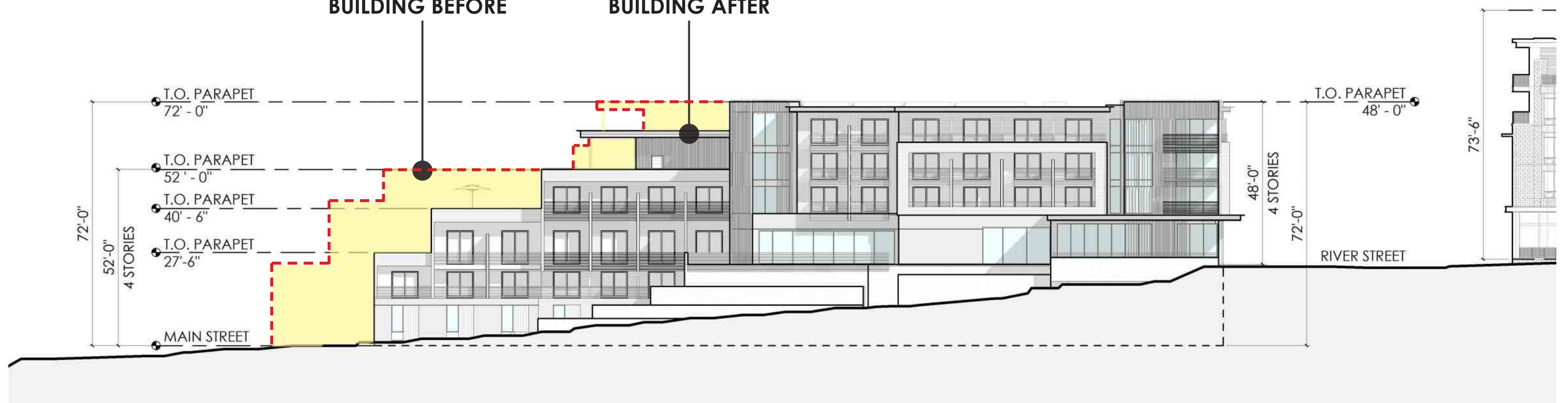






BUILDING BEFORE

BUILDING AFTER



















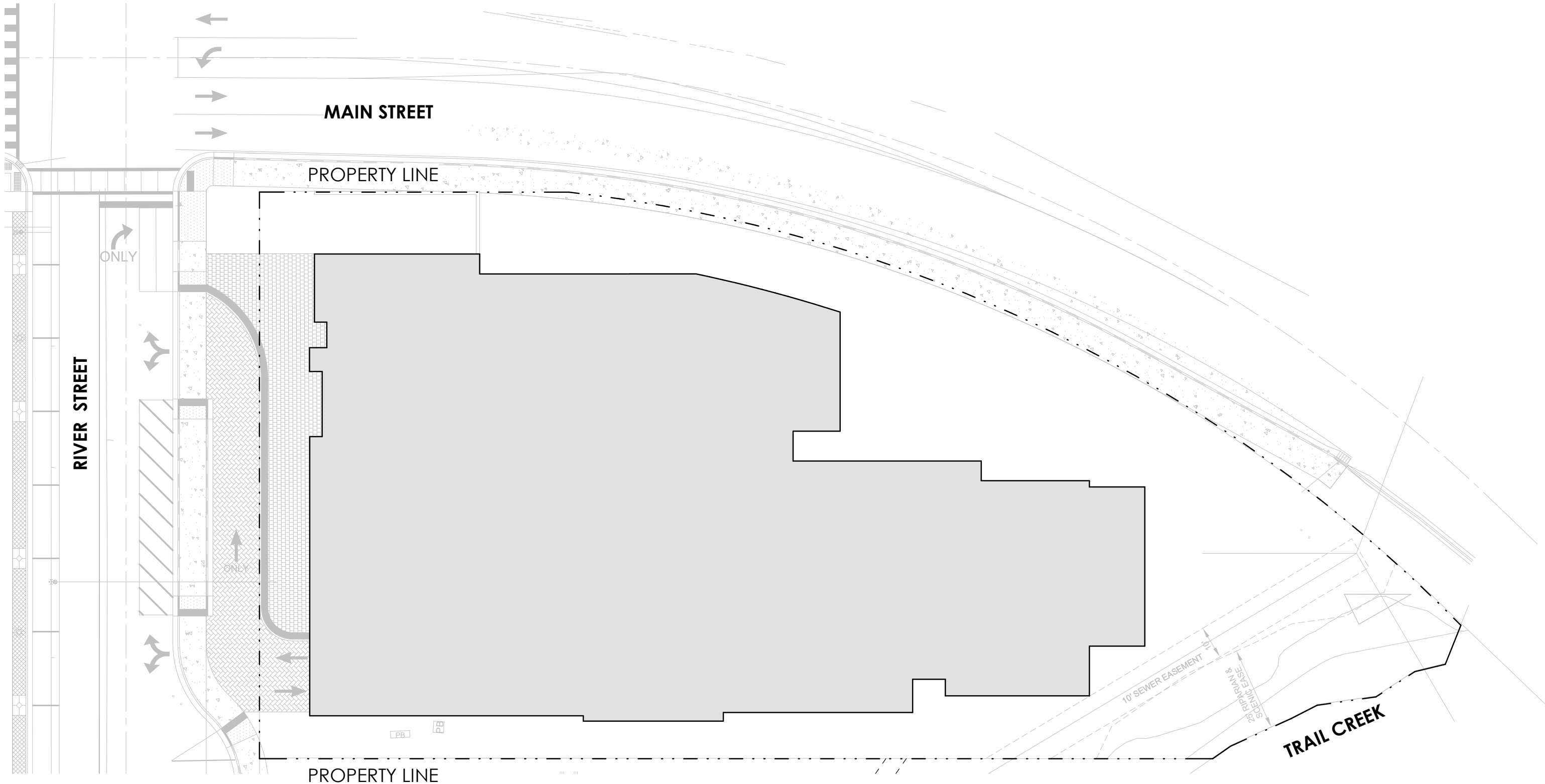






- WAIVER 1** MINIMUM LOT SIZE FOR PUD
- WAIVER 2** FLOOR AREA RATIO
- WAIVER 3** AVERAGE SETBACKS
- WAIVER 4** HEIGHT | CONTEXTUAL ELEVATIONS

LOT SIZE 1.09 ACRES





EMPLOYEE HOUSING COMPONENT

SITE OPEN SPACE = 43%

**TRIBUTE HOTEL
LOT SIZE = 1.09 ACRES
TOTAL F.A.R. = 1.7**

ALLOWABLE F.A.R.	1.6
TOTAL F.A.R.	1.7

ZONING SETBACKS - TOURIST

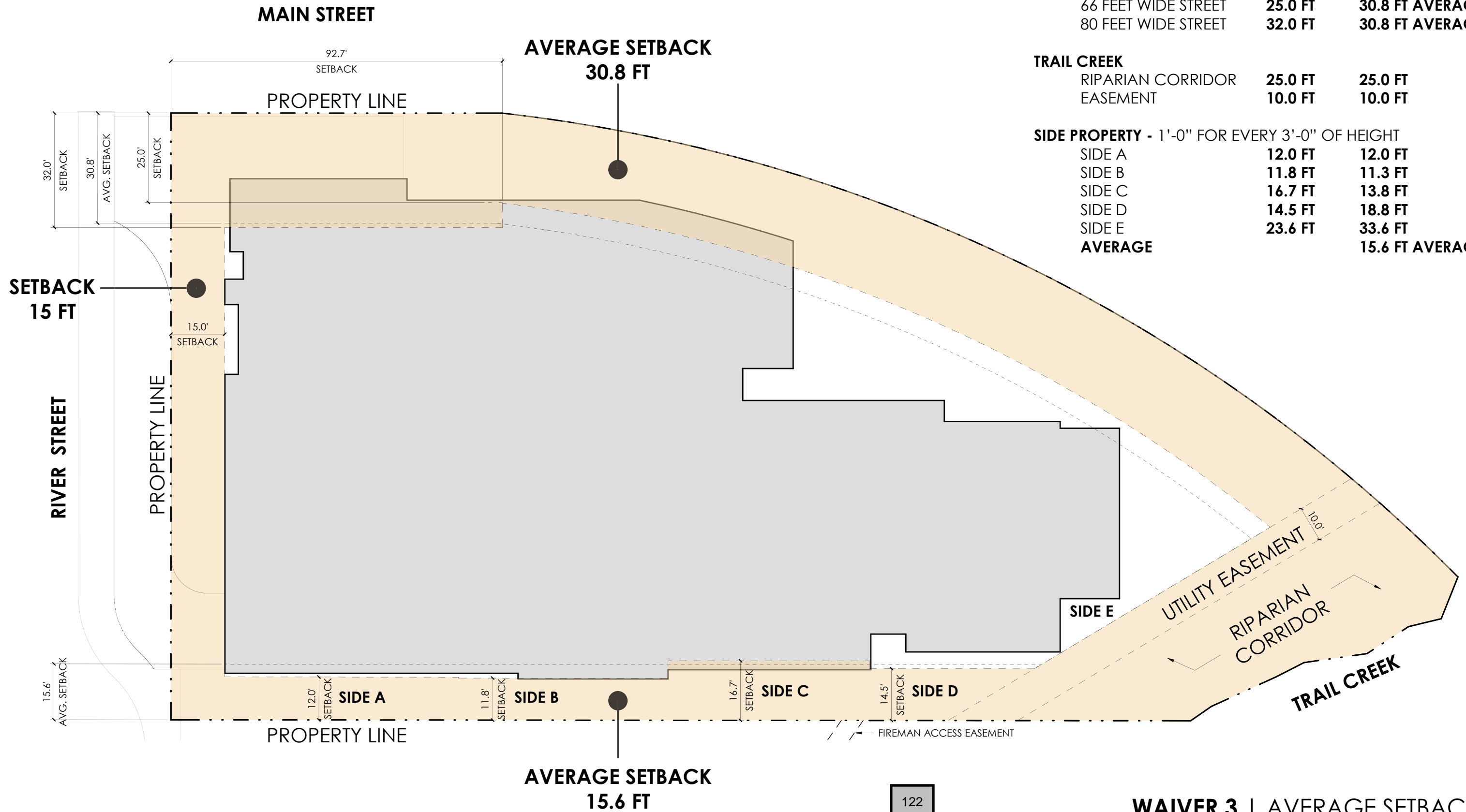
LOCATION	REQUIRED	ACTUAL
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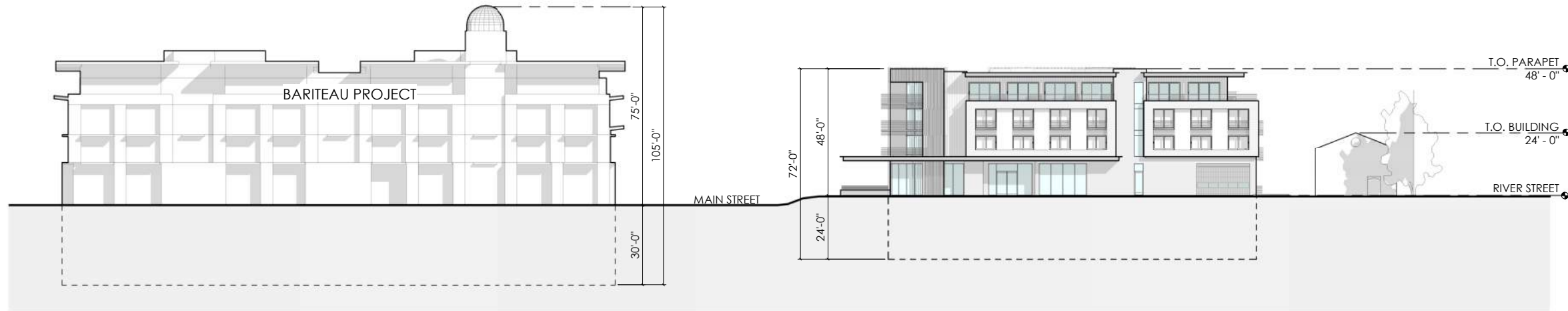
RIVER STREET	15.0 FT	15.0 FT
---------------------	----------------	----------------

MAIN STREET		
66 FEET WIDE STREET	25.0 FT	30.8 FT AVERAGE
80 FEET WIDE STREET	32.0 FT	30.8 FT AVERAGE

TRAIL CREEK		
RIPARIAN CORRIDOR	25.0 FT	25.0 FT
EASEMENT	10.0 FT	10.0 FT

SIDE PROPERTY - 1'-0" FOR EVERY 3'-0" OF HEIGHT		
SIDE A	12.0 FT	12.0 FT
SIDE B	11.8 FT	11.3 FT
SIDE C	16.7 FT	13.8 FT
SIDE D	14.5 FT	18.8 FT
SIDE E	23.6 FT	33.6 FT
AVERAGE		15.6 FT AVERAGE





RIVER STREET | NORTH SCHEMATIC ELEVATION
ADJACENT TO APPROVED BARITEAU HOTEL

NEIGHBORING SETBACK

P&Z REQUESTED THE DESIGN TEAM STUDY BUILDING'S RELATIONSHIP TO ADJACENT PROPERTY.

CORNER ELEMENT

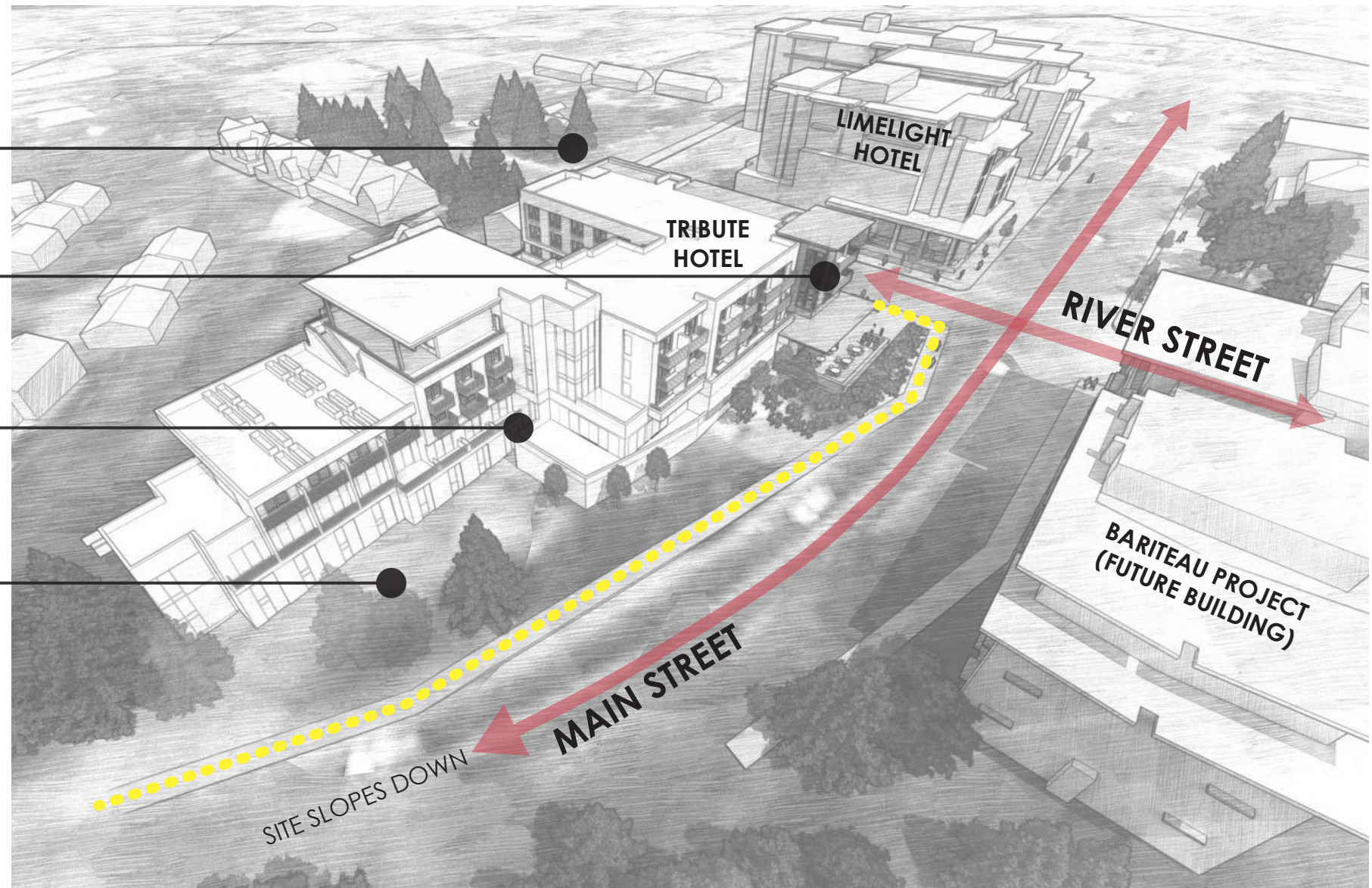
P&Z ASKED THE DESIGN TEAM TO SOFTEN THE ARCHITECTURAL PRESENCE OF THE CORNER ROOMS.

BUILDING SEPARATION / TRANSPARENCY

P&Z FELT THE CENTRAL BUILDING CONNECTION NEEDED A LIGHTER MORE TRANSPARENT DESIGN.

SITE & LANDSCAPE DEVELOPMENT

P&Z COMMENTED THAT ADDITIONAL ATTENTION WAS REQUIRED ON SITE DESIGN.



NEIGHBORING SETBACK

THE SETBACK HAS BEEN INCREASED TO 10'-6".
ADDITIONAL WINDOWS AND TERRACING HAVE BEEN
INTRODUCED TO THIS BUILDING ELEVATION TO RELATE TO
SCALE OF NEIGHBORING BUILDING FRONTAGE.

CORNER ELEMENT

THE CORNER ELEMENT HEIGHT HAS BEEN REDUCED AND
A MORE SUBTLE, SIMPLIFIED WOOD SCREEN FEATURE
REPLACED THE OVERHUNG MASSING PREVIOUSLY SHOWN.

WOODEN SCREEN ELEMENT

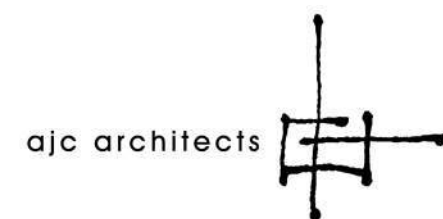
ADDITIONAL GLASS HAS BEEN ADDED TO THE CENTRAL
STAIR CORE, ALONG WITH A LIGHT VERTICAL WOOD
SCREEN TO SPLIT THE BUILDING MASSING

SITE & LANDSCAPE DEVELOPMENT

A SERIES OF TERRACES HAVE BEEN DESIGNED TO
INTEGRATE THE BUILDING INTO THE LANDSCAPE, MINIMIZE
THE VISUAL IMPACT OF THE GRADE CHANGE, AND HOUSE
PLANTINGS TO SCREEN BUILDING FACADES.



THANKS!



KETCHUM HOTEL – MAIN ST / SR-75 ACCESS

Nov 20, 2019

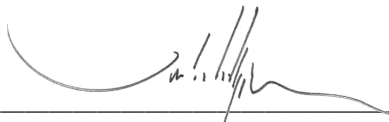
Sherri Newland, PE (City Engineer),

ajc architects has been asked by Ketchum City staff to study the impacts of creating a secondary delivery / loading dock entrance along SH-75 adjacent to the Trail Creek Bridge. This request came in response to inquiries made during an October 7, 2019 Ketchum City Council hearing to look at the feasibility and desirability of a truck drop-off on the south east elevation of the project. The design team has overlaid a typical truck turning radius onto the site and concluded that this option is not feasible for several reasons.

- **Safety** – SH-75 is a busy thoroughfare in the City of Ketchum. This site location is considered the edge of downtown and can become congested with merging traffic speeding up as the road drops across Trail Creek. Adding these access points would require two additional curb cuts on SH-75 at the tail end of the merge. As a result large delivery trucks would be slowing essentially to a stop to make the turn onto the property, which would have negative impacts on traffic and safety of merging vehicles behind. In addition, these two approaches / curb cuts would not meet the safety separation requirements indicated in Hales memo. As large trucks re-enter the highway at this location they will be moving slower than traffic at the bottom of a hill, creating a potential for more incidents with other vehicles due to sight distance and grade.
- **Aesthetics** – This site is considered a visually sensitive gateway into the downtown district of Ketchum. The design team has made every effort to soften the impact of the building on this entry by holding the building back from Main Street / SH-75 with a series of shorter landscaped terraces and planter beds. The result of the current design will be a more gentle rise of the building mass, with a native landscape buffer between the highway and hotel. Adding a loading dock and vehicle entry along this elevation will create a harsher edge of hardscape, with larger retaining walls, less landscape buffer, and a taller perceived building height as the terracing in front of the will be reduced.
- **Grading Limitations** – The requested loading dock entrance would cross one of the steeper portions of the site with drops in multiple directions creating less than ideal cross-slopes for large vehicle access. The result would be more hardscape (concrete or asphalt), taller retaining walls, and wider curb cuts along SH-75.
- **Trail Creek Impact** – Current project goal is to enhance the connection to Trail Creek with native landscaping and permeable pavers required for firetruck access on the south end of the property. The studied loading dock proposal would have a negative impact on this buffer to Trail Creek as concrete paving would be extensive and negatively impact this transition.

Please see attached site plan overlay and additional memo from Hales Engineering recommending no vehicular site access along Main Street / SH-75. If you have questions regarding this memorandum and recommendation, please feel free to contact us.

Thanks,



Justin Heppler, Project Architect

11/20/19

November 21, 2019

To whom it may concern:

We want to take this opportunity to share our parking plan for the proposed Tribute Sun Valley.

Day Guests:

We plan to extend complimentary parking (with validation) to our day guest who plan to either dine in our outlets, enjoy our bars and patios and/or attending an event. The validation must be from one of our dining outlets, banquet event or the Executive Leadership Team. Those without validation will be charged a fee (fee tbd). Spots in our secured garage for public parking will be accessed by a valet attendant, solely because that will be a secured area and the need to ensure the safety and security of our guests' and vehicles is not compromised by allowing unregulated public access. Arriving day guests will be provided a unique vehicle claim ticket that identifies the vehicle as a day guest.

Overnight Self-Parking:

All guests will be assessed a resort fee that will cover the costs of self-parking and other amenities. Self-parking will include in/out privileges and accessible 24hrs. Garage access will be granted via guest room key programed at check in. The key will only be valid for the dates of their stay and then automatically deactivate.

Overnight Valet Parking:

All guests will have the option to Valet park their vehicles for a parking upgrade fee in addition to the resort fee they will be assessed. Valet parking will include in/out privileges and available 24hrs. Overnight valet guests will be provided a unique claim ticket that identifies the vehicle as an overnight hotel guest.

Loading and Unloading:

As guests arrive and depart from our hotel, we expect to have a valet attendant and/or a doorman to greet everyone and assist with luggage. We expect our check out time to be 11am and check in time to be 3pm. This will allow for guests to load and unload their belongings without conflict or interference. Guests who self park will have elevator access to the garage and likely us that area to load and unload, however a 10 min time frame will be extended at our front drive to allow guests to check in and decide whether they will self or valet park.

We are certain that our parking plan will encourage local visitation and provide a welcomed amenity and service to all our guest.

Respectfully,



Joe Madera
Regional Director of Operations
In-Group Hospitality

November 20, 2019

To whom it may concern:

Its our intent to have employee housing that is well designed, comfortable and affordable to live in. Having on-site employee housing can have a positive impact on work/life balance, transportation, scheduling, recruitment and housing security in a resort market. While at this time we don't know exactly what positions and who we look to extend this benefit too, our experience has show that majority will likely be hourly associates such as room attendants, servers, bartenders and likely a few members of our leadership team.

1. There will be 24 beds. 4 One bedroom multi floor units, 1 Four bed multi floor unit and 2 Eight bed single floor units. All will have shared living/kitchen spaces and private/shared bathrooms in each unit. See floor plans below.
2. Every employee will pay rent based on income levels
3. We anticipate that a member of our leadership team will be in need of housing. In addition to their day to day responsibilities, the plan would be to provide them complimentary housing as part of their compensation package. They would also serve as an Employee Housing Resident Manager and oversee that area.
4. Take security deposit equal to one month rent
5. All occupant of the unit must be employed at the hotel and over the age of 18
6. One parking stall per bed provided in the hotel garage
7. NO overnight guests and quite hours between 10pm – 7am will be enforced
8. Operationally housing will be managed by the GM and Executive Housekeeper along with a senior member of our leadership team that resides in one of the units.
9. Rent will include utilities, parking, cable, internet and each unit will be tastefully furnished.
10. Unit designation is at the discretion of the hotel and efforts will be made to accommodate roommate requests. Male and Females may be housed collectively but will NOT share a common bedroom.
11. Hotel management reserves the right to enter a unit with 24hr notice unless in the event of an emergency.

Respectfully,



Joe Madera
Regional Director of Operations
In-Group Hospitality

November 22, 2019

To whom it may concern:

With the day to day operations of our hotel the need for deliveries will be eminent and its our intent to ensure they do not disrupt the day to day flow of our operations, guest experience and traffic flow.

Delivery Times

Times will be set for scheduled deliveries such as food, beverage and guest supplies. We will require they only make deliveries between the hours of 11am – 3pm and preferably Monday – Friday. There will be occasions that some deliveries take place outside of our requested times and accommodations will need to be made. In those occasions we will make every effort to help expedite the unloading to minimize the impact

Vendors/Vehicle Size


In speaking with our Chef, it's our intent to work with Nicholas Food Service. They do not utilize the large semi-trucks that other vendors such as Sysco or USFoods utilize. Drivers and vendors will be educated on where to pull up and orders are hand carted into the hotel. For the most part all other deliveries for hotel supplies will come via FedEx or Ups. Those deliveries also are typically made in smaller vehicles and will have little to no impact on traffic flow. Local vendors will also be educated on delivery locations and times.

Delivery Location

Drivers will be expected to pull up alongside the hotel on River Street and should be able to back into the garage vestibule. Plans show a 10' clearance which should accommodate smaller delivery trucks. Larger vehicles will be able to pull in front of the vestibule and enter from there. Drivers will be able to hand cart deliveries thru a hallway that accesses both kitchen, storage and elevators. See plans below.

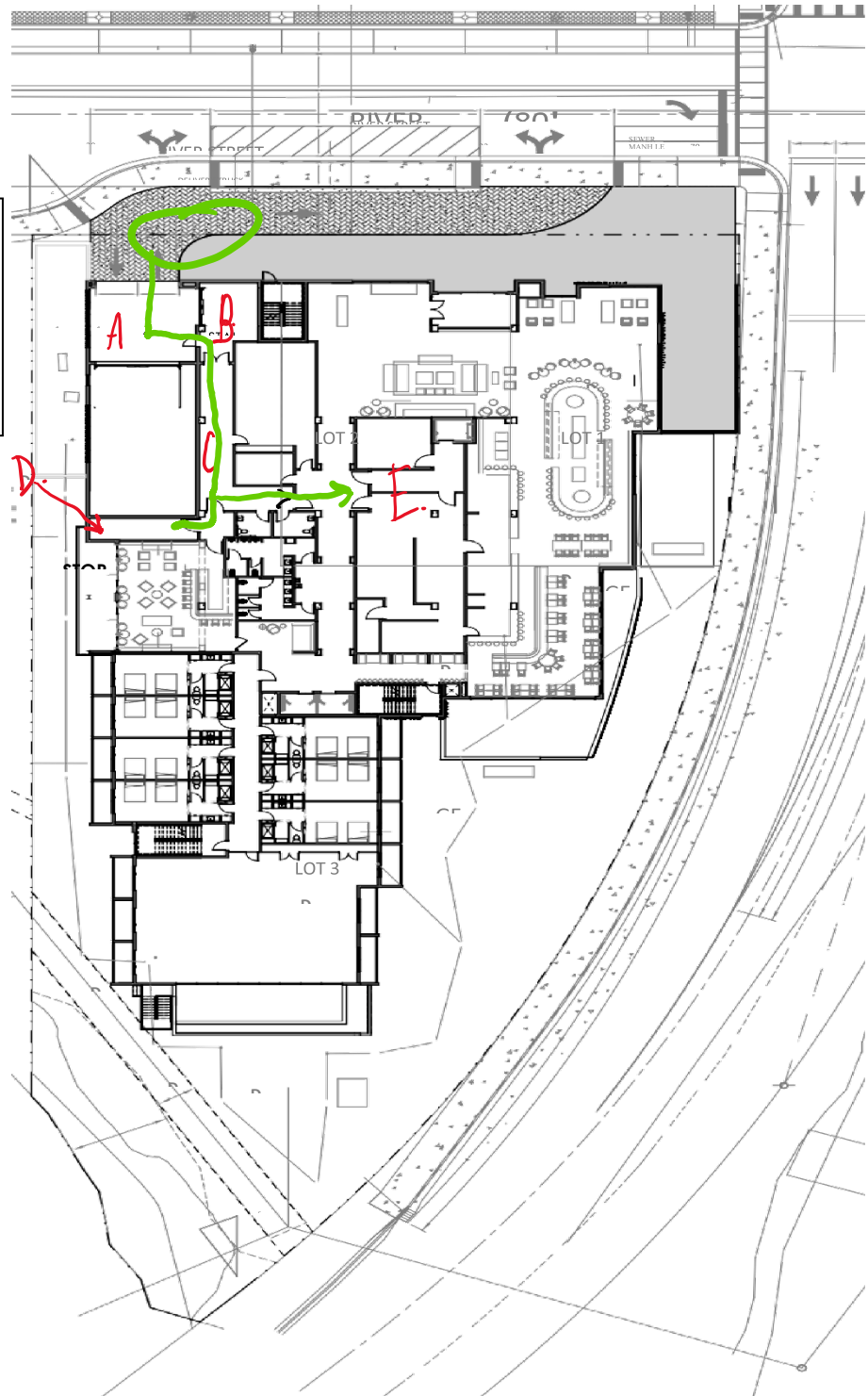
If you have any questions or require further clarification, please do not hesitate to reach out. My contact number is: 307.413.3300

Respectfully,



Joe Madera
Regional Director of Operations
In-Group Hospitality

- A. Garage Vestibule
- B. Trash/Loading area
- C. Back of house corridor
- D. Storage area
- E. Kitchen area



Attachment C

City department, agency & peer review letters/memos, as well as the following list of:

12/2/2019 department update

- Memo from AECOM
- Letter from Nathan Harvill, BCHA

**Project name: Ketchum Boutique Hotel
TIS Independent Review**

To: John Gaeddert, PhD, City of Ketchum

Project ref: 60610668

**From: Kordel Braley, PE, PTOE, Lori
Labrum, PE, PTOE**

Date:
November 21, 2019

Memo

Introduction and Scope of Independent Review

The City of Ketchum (City) asked AECOM to perform an independent review of a Traffic Impact Study (TIS) performed by Hales Engineering, LLC (Hales) for a proposed Boutique Hotel located in Ketchum, Idaho. The scope of this independent review includes:

1. A draft TIS prepared by Hales, dated May 8, 2019.
2. A revised TIS prepared by Hales, dated July 12, 2019.

AECOM reviewed the draft and revised TISs on June 25, 2019 and July 18, 2019, respectively. In addition to reviewing these studies, the City asked AECOM to address the following topics:

1. River Street operations including deliveries, waste removal, and general traffic to/from the site.
2. Suitability of the project access and/or need for access to SH-75.
3. Details for left turn for northbound SH-75 to westbound River Street movement.
4. Main Street pedestrian crossing

Several additional documents were provided to AECOM including previous planning work by others, application materials provided by the development team, and other materials. These materials were only reviewed to the extent necessary to supplement AECOM's review of the Hales TIS and the four supplemental questions.

Previous planning work for the City of Ketchum:

1. "Key Intersection 2018 Conditions & 2040 No-Build Forecasts" Memo (HDR, August 24, 2018)
2. "Key Intersection 2018 Conditions & 2040 No-Build Forecasts" Memo (HDR, September 20, 2018)
3. Ketchum: Through the Looking Glass; A Walkability Assessment" Draft Report (Vitruvian Planning, October 2018).

Materials provided by the development team:

1. Pre-application Design Submittal for July 29, 2019 Planning and Zoning Commission Meeting (ajc architects and PEG, July 9, 2019).
2. Ketchum Boutique Hotel Presentation Plans (ajc architects, July 15, 2019).
3. Limelight Hotel Trip Generation Data Summary for July 31, 2019 (Hales Engineering, August 2019).
4. Ketchum Boutique Hotel Site Plan (Galena Engineering, Inc., August 6, 2019).
5. Ketchum Boutique Hotel Access Memorandum (Hales Engineering, August 13, 2019).
6. Letter regarding deliveries and snow removal (In-Group Hospitality, September 20, 2019).

7. SH-75 Concept Striping Plan (Galena Engineering, Inc., October 9, 2019).
8. Landscape Plan (ajc architects and Eggers Associates, PA Landscape Architecture, October 29, 2019).
9. Option 1 (Galena Engineering, Inc., October 30, 2019).
10. Option 2 (Galena Engineering, Inc., October 30, 2019).
11. SH-75 Entry Diagram (ajc architects, November 11, 2019).
12. Ketchum Hotel – Main Street/SH-75 Access Memo (ajc architects, November 20, 2019).

Materials provided by others:

1. Letter on behalf of Jan and Richard Clotfelter regarding access to hotel (Robertson & Slette, PLLC, September 10, 2019).

Review of Hales TIS

AECOM reviewed the draft TIS on June 25, 2019. Comments from this review were provided to City staff. Most comments were addressed in the revised TIS. AECOM discussed the revised TIS with City staff on July 18, 2019. The following mitigation measures were agreed to as necessary for condition of development:

1. Developer to accommodate a northbound left-turn lane plus taper at River Street and SH-75. The developer will need to coordinate with ITD to determine where the west edge of SH-75 will be and whether ITD will accept temporary paving. This improvement will help prevent the left-turn lane queuing from blocking the northbound through movement on SH-75 and will also be a safety improvement. The developer is also to install sidewalk, curb, and gutter to the city's standard.
2. Developer to install "right-turn only" signs on the eastbound and westbound approaches of River Street to SH-75 to help enforce restriction of traffic to right turns only.
3. Developer to install Rectangular Rapid Flashing Beacon (RRFB) for the crosswalk on the north leg of River Street and SH-75. No crosswalk is required on the south leg.

The Developer was also asked to validate the trip generation. Hales performed an analysis based on data from the Limelight Hotel which showed trip generation rates lower than those assumed in the TIS (see Limelight Hotel Trip Generation Data Summary for July 31, 2019, Hales Engineering, August 2019).

River Street Operations

The development team provided a written narrative outlining how deliveries would be accommodated and how snow removal would be addressed. The Hales TIS also addressed traffic operations along River Street.

Deliveries

According to the development team, deliveries are anticipated to be made with single-unit trucks, not large combination tractor-trailer trucks, deliveries will occur off-peak, and deliveries will be made by hand truck from the on-street loading zone. Therefore, deliveries should not cause traffic operational issues.

Garbage Removal

No narrative was provided for garbage pick-up, but based on the site plan and garage layout, it appears that garbage trucks will need to back into—or out of—the parking garage (assuming they aren't able to make a U-turn in the parking garage). The driveway appears long enough to accommodate a garbage truck without blocking River Street, although the drop-off/pick-up lane in front of the hotel may be blocked. The hotel management should ensure that hotel deliveries do not occur at the same time as garbage pick-up so that the unloading zone in front of the hotel can be used by hotel guests in the case that the driveway is blocked.

General Traffic Operations

No arrival/departure data for hotel operations were provided. However, the Hales TIS included a traffic operations analysis that concluded that the level of service (LOS) will be acceptable along River Street. The LOS for the garage access, the driveway exit, and the eastbound approach to SH-75 are estimated to have LOS A, C, and D, respectively. The on-site

queuing is anticipated to be negligible. The 95th percentile queuing of eastbound traffic on River Street at SH-75 is anticipated to be approximately 75 feet which will block egress access of the hotel driveway, but not the main garage access.

In summary, based on data provided to AECOM, we agree with the methodology used in the Hales TIS and their conclusion that there is no significant traffic operational issues anticipated at the accesses on River Street. The City should require that the hotel management strictly monitor and manage deliveries and garbage pick-up to ensure these activities do not occur during peak traffic periods, and that they don't occur simultaneously.

Access to SH-75

AECOM reviewed the Hales Memo regarding access to SH-75, the SH-75 Entry Diagram from the development team, the ajc memo, as well as applicable Idaho Administrative Procedure Act (IDAPA) Code 39 Administrative Rules.¹

Hales concluded that one driveway could fit within the IDAPA access spacing requirements. Based on AECOM's review of the applicable code, we would further stipulate that the one access would need to be a right-in/right-out (RIRO) access only. This means traffic could only enter from the north and exit to the south.

The development team has provided a concept which would require two access points to create a one-way directional drive. This concept would not be allowed based on IDAPA code. Furthermore, based on reviewing the developer's proposed site plan, significant grade drops and cross slopes would be required for the access and significant retaining walls would be required.

Hales also reviewed required intersection sight distance for an access on SH-75. Hales concluded that nearly 300 feet of sight distance to the north would be required for an exiting right-turn movement. No graphic was provided illustrating the feasibility of achieving this sight distance but given the curvature of SH-75 in this area, the sight plan would likely need to be altered to ensure a clear sight triangle along SH-75.

Hales recommends that where possible, accesses be provided on lower functional roadways such as River Street.

AECOM agrees with the Hales recommendation that the accesses be provided on River Street based on the following reasons:

- There are no operational issues with access on River Street (see previous discussion).
- Only limited access could be provided on SH-75 according to IDAPA requirements.
- Access to SH-75 will be difficult given the grades and layout of the sight.²
- Where feasible, access should be provided on lower functional-classified streets, such as River Street.

Left-turn Movement from NB SH-75 to WB River Street

The development team provided a concept of how the required left-turn movement for northbound SH-75 to westbound River Street could be striped.³ AECOM reviewed this concept and provided comments to the development team on October 14, 2019. It is our understanding that no changes to that concept have been made. We suggest ITD and the City consider creating an opposing left-turn lane and better aligning the approach and departure lane lines through the intersection.

Main Street (SH-75) Pedestrian Crossing

Based on a discussion between AECOM and City staff, an RRFB was recommended to improve the safety of pedestrians crossing SH-75 at River Street. The proposed RRFB would be provided for a crosswalk across the north leg of the intersection. This recommendation was consistent with a recommendation made by through a Walkability Assessment in October 2018.⁴

¹ IDAPA 39.03.42 – Rules Governing Highway Right-of-Way and Encroachments of on State Rights-of-Way.

² This conclusion is based on evidence provided by the development team, the review of which is outside the expertise of the AECOM review team and the scope of work.

³ SH-75 Concept Striping Plan (Galena Engineering, Inc., October 9, 2019).

⁴ Ketchum: Though the Looking Glass; A Walkability Assessment, Vitruvian Planning, October 2018.

AECOM understands that ITD has requested a HAWK signal instead of an RRFB.⁵ An advantage of a HAWK over an RRFB is its ability to be coordinated with adjacent signalized intersections. However, a HAWK is associated with a significantly higher construction cost, and according to the Manual on Uniform Traffic Control Devices (MUTCD), HAWKs are not recommended for installation within 100 feet of intersections or driveways (MUTCD 2009 Section 4F.02 Paragraph 04).

Before constructing a HAWK signal at River Street, an engineering study should be performed using the guidance provided in section 4F.01 of the MUTCD.

⁵ A HAWK signal is also referred to as Pedestrian Hybrid Beacon (PHB).



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

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

Attn: John Gaeddert, Director of Planning

November 21, 2019

Dear John,

Blaine County Housing Authority has participated in discussions with representatives of PEG Companies and AJC Architects with regard to the design and organization of the proposed onsite employee housing. We have found these conversations to be very productive and have confidence that PEG and AJC will make every effort to provide attractive, efficient, and dignified housing opportunities for the employees of the new Ketchum Boutique Hotel.

In particular, our conversations with AJC have shown a willingness to adjust configurations, consider alternatives, and make practical additions and subtractions from draft proposals at the request of both BCHA and City Staff.

Our conversations with PEG have left an impression that their intentions are to provide housing that will enable their workforce to remain local and will not have a detrimental impact on an already tight rental housing market. PEG understands our BCHA rental guidelines and is prepared to offer its employee housing at a price point that is commensurate with its employees' ability to pay. PEG is also aware that the greatest need for employee housing affordability is for those employees at entry-level positions and has considered that in their housing proposals.

BCHA looks forward to continued dialogue with PEG and AJC in collaboration with City Staff. Should you have any questions, feel free to contact me.

Cordially,

Nathan S. Harvill
Executive Director
Blaine County Housing Authority

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

Attachment D

Public comment – please use following links:

- All public comment to P&Z (from 7/15 to 9/11):
https://ketchumidaho.org/sites/default/files/fileattachments/planning_amp_building/project/37921/all_comments_received_by_pz_7.15.19_to_9.11.19.pdf
- All public comment to council (from 8/5 to present):
<https://ketchumidaho.org/citycouncil/page/ketchum-boutique-hotel>

Attachment E

Findings of Fact, Conclusions of Law, Order of Decision

See Attachments E.1 thru E.5 from 10/7/19 KCC staff report for a copy of Signed PZ Findings

12/2/2019 findings update

- **Attachment E.4.A** – *draft* Planned Unit Development Conditional Use Permit and CUP Findings of Fact, Conclusions of Law, Order of Decision of the Ketchum City Council for the PEG Ketchum Hotel

**BEFORE THE CITY COUNCIL
OF THE
CITY OF KETCHUM**

IN RE:)	FILE NO. P19-063
)	
PEG KETCHUM HOTEL, LLC)	FINDINGS OF FACT,
)	CONCLUSIONS OF LAW, ORDER
Applicant for)	OF DECISION OF THE CITY
Planned Unit Development)	COUNCIL
Conditional Use Permit)	
)	

THIS MATTER coming on regularly for hearing at a regular meeting of the Ketchum City Council (the “Council”), which hearing was convened by the Council at 4:00 p.m. on October 7, 2019 pursuant to Ketchum City Code (“KMC”) sections 16.08.110 and 17.116.040 and this hearing was then continued to and reconvened by the Council at 4:00 p.m. December 2, 2019, and which hearing was again continued to and reconvened by the Council at 4:00 p.m. on December 16, 2019 for the review of subject applications, as well as the receipt and consideration and approval by the Council of these Findings of Fact, Conclusions of Law and Order of Decision.

The members of the Council, do hereby make and set forth the Record of Proceedings, Findings of Fact, Conclusions of Law, and Order of Decision as follows:

**I.
RECORD OF PROCEEDINGS**

The record of the proceedings of the above-referenced matter consists of the following,

to-wit:

1. Exhibits Admitted into the Record:

- 1.1. Exhibits Admitted into the Record from the Applicant, including Owner's Project Master Plan and Submittal Documents as Contained in the Findings of Fact, Conclusions of Law, Order of Decision and Recommendation to the City Council from the Ketchum Planning and Zoning Commission on August 12, 2019, as Evidenced with the Signature of the Commission Chairman Neil Morrow.
- 1.2. Exhibits Updated in the Record from the Applicant, including Owner's Revised Project Master Plan and Submittal Documents as follows:

1.2.1. Insert Attachment List from Staff Report

2. Hearings:

- 2.1. Due to a public noticing error the public hearing process initially intended to commence by the Council, at 4:00 p.m. on _____, was canceled and no presentation was made by the applicant or staff, and no deliberations or discussion on the matter was held by the Council. However, those members of the public who were in attendance at the hearing and unable to attend the re-noticed public hearing for October 7, 2019 were allowed to provide public comment with said public comment entered into the record.
- 2.2. The public hearing was commenced by the Council, at 4:00 p.m. on October 7, 2019 at 4:00 p.m. for the receipt of testimony and comment from City Staff, the Applicant and the Public and for clarifications and fact finding by the Council members and which hearing was again continued to December 2, 2019 and reconvened at 4:00 p.m. for receipt of testimony and comment from City Staff, the Applicant and Public on new information and for Council deliberations on the Revised Project Master Plan, which was then closed for the receipt of evidence and testimony by the Ketchum City Council who then after duly reviewing testimony and exhibits, including written public and agency comment as set forth in **Attachments C and D**, proceeded to deliberate on the Planned Unit Development Conditional Use Permit (Planned Unit Development CUP) and made a motion, which included direction to the City Attorney and Planning Staff to return with Findings of Fact, Conclusions of Law, Order of Decision of the City Council for adoption at the Council's next regular hearing.
- 2.3. At its regular hearing on December 16, 2019 the Council received, considered, approved and authorized the Mayor to sign the Findings of Fact, Conclusions of Law and Order of Decision.

DECISION

WHEREUPON THE COUNCIL being duly informed and having reviewed the record, evidence, and testimony received and being fully advised in the premises, DO HEREBY MAKE THE FOLLOWING FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER OF DECISION, to-wit:

II. FINDINGS OF FACT

2.1 Findings Regarding Notice:

2.1.1 Notice Required: Notice has been given in accordance with the Law as required by KMC Sections 16.08.110 and 17.116.040.

2.1.2 Notice Provided:

2.1.2.1 Notice was published for the October 7, 2019 public hearing in the *Idaho Mountain Express*, the official newspaper, which has general circulation within the boundaries of the City of Ketchum.

<i>Newspaper</i>	<i>Date Published</i>
Idaho Mountain Express	Wednesday, September 18, 2019

2.1.2.2 Notice of the October 7, 2019 hearing was mailed on Friday, September 19, 2019 to the property owners within 300 feet of the subject real property and affected Agencies and was posted on the subject property on September 30, 2019.

2.2 Findings Regarding Applications Filed:

2.2.1 PEG Ketchum Hotel, LLC has submitted an Application for a Planned Unit Development of a Master Plan for a hotel development on a 1.08-acre site located at the southwest corner of the State Highway 75 and River Street intersection at 280 E. River, (the “Project Site”).

2.2.2 The Application is subject to the City Planned Unit Development and Conditional Use Permit requirements as set forth in Titles 16 and 17 of the Ketchum Municipal Code (KMC).

2.2.3 KMC §16.08.020.B states:

The provisions for planned unit developments contained in this chapter are intended to encourage the total planning of developments. In order to provide the flexibility necessary to achieve the purposes of this chapter, specified uses may be permitted subject to the granting of a conditional use permit. Because of their unusual or special characteristics, PUD conditional uses require review and evaluation so that they may be located properly with respect to the purposes of this chapter, the comprehensive plan, and all other applicable ordinances, and with respect to their effects on surrounding properties and the community at large. In the event of conflict between this PUD chapter and any other ordinance of the city, this PUD chapter shall control. The review process prescribed in this chapter is intended to assure compatibility and harmonious development between conditional uses and surrounding properties and the city at large.

2.2.4 Applicant has submitted a Master Plan as part of its Planned Unit Development application, pursuant to Title 16, Chapter 16.08. Subject Master Plan (also herein referred to as the “Project”) includes a request for waiver or deferral of requirements (KMC §16.08.070.F).

2.2.5 As set forth in the Applicant’s PUD Application and Master Plan, waivers are requested to the following dimensional standards: Floor Area Ratio (FAR), **front and** side yard setbacks, **and** height and four-story requirements. Additionally, a waiver is requested for the PUD to occur on a Project Site with a minimum lot size of less than three (3) acres, which is permissible subject to stipulations set forth in KMC §16.08.080.A.

2.2.6 *Minimum Lot Size.* The Council may waive the three (3) acre minimum lot size requirement consistent with KMC §16.08.080.A.4 as allowed for hotels. To do so, the Council must find the Project meets the definition of hotel as set forth in KMC §17.08.020 and complies with the purpose of the Tourist zone as set forth in KMC §17.180 by providing the opportunity for tourist use. Additional relevant analysis is consistency of the Project with the Subarea Analysis and Gateway Study Excerpts, as set forth in **Attachment A**.

2.2.7 *Waiver.* Title 16, Chapter 16.04.020 defines Waiver as a:

Modification of a relevant provision and regulation of this chapter not contrary to public interest or public health, safety or welfare, and due to physical characteristics of the particular parcel of land and not the result of actions of the subdivision where literal enforcement of this chapter would result in undue hardship. The granting of waiver(s) ... rests with the sound discretion of the commission and council, on a case by case basis.

Similarly stated relevant standards for the analysis of waiver requests are set forth in KMC §16.08.070.L and KMC §16.04.120.

- 2.2.8. *Four (4) waivers are submitted for the Project.*** These include waivers to minimum lot size, setback (~~front and~~ side yards), height, and floor area ratio (FAR) limitations. These waivers were requested by the Applicant consistent with KMC §16.04.120, §16.08.080 and §17.124.050, in part, as the literal enforcement of city code in the context of the special physical characteristics and conditions affecting the property would result in undue hardship. In particular, the Hotel site has a large slope with a grade differential of approximately thirty-seven feet (37') from Trail Creek at the south end of the lot to the north end along River Street. The site is constrained by the river to the south and the City desires to setback structures from riparian and flood areas. The City also desires to setback structures from State Highway 75 (SH75) in this location to help preserve the entry to town and minimize shading of the highway during winter months. Further, the grade along SH75, future Idaho Transportation Department (ITD) bridge and highway expansion plans, and a desire for no access onto SH75 in this location create unique conditions for development.
- 2.2.9 *Floor Area Ratio.*** KMC §17.124.050.A states: "Hotels may exceed the maximum floor area ... requirements of this title subject to ... [a] Planned Unit Development ... which specifically outlines the waivers to bulk regulations requested." A subarea analysis is also required in the review process (KMC §17.124.050.A.2). The total developed gross floor area of the Project, as defined in KMC §17.08.020, is proposed to not exceed a FAR of ~~1.74~~ ~~1.9~~ or approximately ~~88,917~~ ~~82,938~~ gross floor area exclusive of basement areas and underground parking as shown in **Attachment B**. As set forth in Section 4.10.1 herein, subject project FAR may increase for purposes of increasing on-site employee housing. Total building area when each of the three (3) basement and parking garage levels and four (4) hotel stories are calculated in aggregate, as set forth in the PUD Findings and **Attachment B**, total approximately ~~135,915~~ ~~131,789~~ square feet for the Project.
- 2.2.10 *Height.*** KMC§17.124.050.A states: "Hotels may exceed the ... height ... requirements of this title subject to ... [a] Planned Unit Development ... which specifically outlines the waivers to bulk regulations requested." A subarea analysis

is also required in the review process (KMC §17.124.050.A.2). As noted, the Project Site has a large slope from Trail Creek at the south end of the lot to the north end along River Street. The hotel is proposed as a four-story structure on River Street that then stair steps and terraces down to three floors near Trail Creek. As depicted in the **Attachment B** Height Analysis, the maximum height of the building along River Street does not exceed forty-seven feet (47') and the building scales down to forty-one feet (41') closer to the river on the south end of the property. The exception to this height analysis is in the center of the structure where 4-stories of hotel use are sandwiched between two public amenities (employee housing and a roof top bar for the public). At this more central site location, the existing grade drops at a fairly acute angle resulting in a portion of the building having a maximum height of seventy-two feet (72') as measured from existing grade. ~~(and a maximum of seventy-five feet based on the KMC definition of building height).~~ In comparison to both the built Limelight hotel and approved Bariteau hotel on opposing corners, the height of the proposed Project will be lower and more closely align to the fourth-floor elevation of each of these buildings.

2.2.11 Setback. No rear/river or front setback waivers are requested. However, a waiver of the side yard setbacks is requested. KMC§17.124.050.A, subsections 1 and 2, specifies that a PUD and Subarea Analysis process shall be used in the granting of waivers to bulk regulations for hotels. KMC §17.12.040 sets forth the following minimum side yard setbacks: (A) One-foot (1') for every three-feet (3') of building height, but no less than ten-feet (10') for the west side setback; and (B) Twenty-five foot (25') to thirty-two foot (32') setbacks adjacent to State Highway 75 (SH75), as calculated based on the adjacent right of way width. The Project, as amended, proposes a 30.8' average twenty five foot (25') setback along SH75 and a 15.6' average five foot (5') setback on the west-side of the building. See the Setback Analysis in Attachment B for exact details on subject average setback calculations, which include, on the east-side of the structure, portions of the building as close as 20' from edge of SH75 ROW and, on the west-side of the structure, portions of the building as close as 11.75' from the neighboring west property line.

2.2.12 Details of the Project are set forth in **Attachment B** and include both narratives and maps. Narratives include a written project description, development plan, project analysis, social impact study, schedule, parking analysis, traffic study, employee housing plan, Subarea Analysis, and contextual hotel component analysis. Exhibit maps include plans, elevations, sections, sun study, height analysis, civil drawings, landscape plan, exterior color palate, dark sky compliant fixtures, traffic study diagrams, plat map, and public way improvements. Also provided are application forms, analyses of code compliance, soils report, and a waiver list.

2.3 Findings Regarding the Application for the Planned Unit Development Conditional Use Permit: The Council having reviewed the Project Master Plan, as set forth in **Attachment B** to these Findings , as well as public comment, staff analyses, and

agency/peer review/department inputs as set forth in **Attachments A, C and D** to these Findings and makes the following findings as set forth in Tables 1, 2, and 3 below regarding the Planned Unit Development Conditional Use Permit as follows:

Table 1: PUD Standards of Evaluation Compliance Analysis

Planned Unit Development (PUD)			
EVALUATION STANDARDS: 16.08.080			
<p>The standards set forth in this section shall apply to review of all PUD conditional use permit applications. The standards shall be used to review and evaluate the proposal in comparison to the manner of development and effects of permitted uses and standard development allowed on the property in question. Modification or waiver from certain standard zoning and subdivision requirements may be permitted subject to such conditions, limitations and/or additional development standards, pursuant to section 16.08.130 of this chapter, as the city council may prescribe to mitigate adverse impact at the proposed planned unit development, or to further the land use policies of the city, or to ensure that the benefits derived from the development justify a departure from such regulations. Where the city council determines that conditions cannot be devised to achieve the objectives, and/or the standards contained in this chapter are not met, applications for conditional use permits shall be denied. The city council shall make findings that each of the following evaluation standards have been met. The evaluation standards are as follows:</p>			

Compliant			City Standard & Finding	
Yes	No	N/A	KMC Section	City Standard & Findings
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.08.080.A	<p>Minimum lot size of three (3) 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: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.</p>
			<i>Finding</i>	<p><i>The Project Site is approximately 1.08 acres and does not meet the minimum standard of (3) acres for a PUD. However, as noted herein below, the Council finds that this requirement may be waived consistent with KMC §16.08.080.A.4 as allowed for hotels. Specifically, this Project:</i></p> <p><i>(A) Meets the definition of hotel as set forth in KMC §17.08.020. The Project consists of ninety-two (92) one hundred (100) rooms, includes on site food and beverage service with kitchen facilities, common reservation and cleaning services, meeting room space,</i></p>

Compliant			City Standard & Finding	
Yes	No	N/A	KMC Section	City Standard & Findings
				<p><i>combined utilities, on site management and reception services, access to all sleeping rooms through an inside lobby supervised by a person in charge no less than eighteen (18) hours per day, and adequate on site recreational facilities. There are no other residential uses proposed in connection with the hotel operation, other than the proposed 23 beds of employee housing.</i></p> <p>(B) <i>Complies with the purpose of the Tourist zone as set forth in KMC §17.180 by providing the opportunity for tourist use. Consistent with the sub-area analysis and Gateway Study Excerpts, as set forth in Exhibit A, the Project is compatible both in design and use with the surrounding uses and development.</i></p> <p><i>and</i></p> <p>(C) <i>Allows the granting of waivers for hotel-related Tourist District Floor Area Ratio (FAR), setback, and height dimensional standards as outlined in KMC §17.124.040. The Project proposes to exceed the 0.5 Tourist Zone permitted Gross FAR as set forth in KMC §17.124.040.A and may exceed its FAR maximum in accordance with the pertinent code provisions allowing for fourth floor hotel uses, as set forth in KMC §17.124.040.B.3 and by reference KMC §17.124.050. In accordance with the aforementioned and also precedent (e.g., entitled Bariteau hotel site at 300 E. River Street across SH75 was also approved as a PUD on an approximately 0.9 acre site and the Limelight was approved as a PUD on an approximately 1.08 acre site), the Council finds this evaluation standard to have been met.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.08.080.B	The proposed project will not be detrimental to the present and permitted uses of surrounding areas.
			16.08.080.D	The development shall be in harmony with the surrounding area.
			Finding	<p><i>As set forth in the Attachment A Gateway Study and the Attachment B Subarea Analysis, the proposed hotel is both by design and use consistent with envisioned plans for the corner of SH75 and River Street. Further, the proposed hotel project is consistent with current Tourist Zoning District zoning allowances for hotels. Each of the attendant uses, including restaurant/bar, meeting rooms, and employee housing are also permitted in the Tourist Zoning District. The site was defined as Site 2 in the 2007 Gateway Scale and Massing Study and was identified as a priority urban infill site for a potential hotel development, inclusive of a public plaza near the project intersection with SH75. As such, the Property is in the Ketchum Urban Renewal District (KURA) Revenue Allocation Area. The Project Site borders three other hospitality focused uses. The Limelight Hotel is located directly across River Street to the North. The Best Western Hotel is located diagonally across Main Street from the Project Site. The Planned Future Hotel by Bariteau is located directly across Main Street to the East. The two closest properties to the West are commercial office buildings, (220 and 200 East River Street). The site is bordered by commercial uses to its North, East, and West and is</i></p>

Compliant			City Standard & Finding	
Yes	No	N/A	KMC Section	City Standard & Findings
				<i>separated from the multifamily residential uses to the South by Trail Creek. Accordingly, the Council finds this Project will (A) not be detrimental to the present and permitted uses of surrounding areas and (B) be in harmony with the surrounding area.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.08.080.C	<p>The proposed project will have a beneficial effect not normally achieved by standard subdivision development.</p> <p>Finding</p> <p><i>The proposed hotel will benefit the city in ways not normally achieved by standard subdivision. These include public access to the river and, open space in excess of thirty-five percent (35%), and access to a 3,000 square foot bar patio terrace, which features landscaping and solar exposure unique for a built project. The Project will have significant economic and public amenity benefits to Ketchum that would not be achievable on this site without the PUD process due to the constraints created by the topography of the site (37' differential in grade between front property line on River and rear property line along Trail Creek), access constraints on the east side due to the east side bordering SH 75, and development constraints due to the south side of the property being Trail Creek. The provision of waivers through the PUD process allows the design of the building, interior layout, operations and programmatic aspects of the hotel to infuse economic and public benefits beyond what would be accomplished by hotel rooms alone.</i></p> <p><i>Economic benefits of the development include local option taxes generated by the 100 92 new hotel rooms that will be booked through the international reach of the internationally recognized hotel brand's reservation network. The hotel will feature a number of public amenities, including a street front restaurant and lounge, banquet/meeting rooms, and a roof top bar with panoramic views of Bald Mountain and Dollar Mountain; there is no other publicly accessible rooftop space in Ketchum city limits with a similarly large footprint (approximately 1,672 2,263 net square feet of roof-top Bar Patio on Level 04 03 and 3,008 1,589 net square feet of roof-top Bar Terrace on Level 03 02) or that has 280-degree views and is operational in all four seasons. The hotel will also provide on-site employee housing, with a minimum of 23 30 beds, in a mix of traditional apartments and dorm style apartment units.</i></p> <p><i>The hotel's inclusion of on-site employee housing will result in the project providing more on-site for employees than any other development in Ketchum city limits and the mix of housing unit styles (12 suites and 2 bunk rooms) will, as conditioned herein in §4.10, accommodate employees at different life stages and career stages (seasonal vs. long-term, full-time). Further, although the employee units are located on Lower Level 1 3 and Lower Level 2, which are partially below grade on the River Street portion of the building, because the grade of the site drops toward the south all employee units</i></p>

Compliant			City Standard & Finding	
Yes	No	N/A	KMC Section	City Standard & Findings
				<p><i>are above grade.</i></p> <p><i>If the rooftop bar and lower floor employee housing units were removed from the project (or if the employee housing were located in a basement) the benefits of this project to the community would be lessened; the employee housing and roof-top amenity comprise approximately 12,523 20,000 square feet of the approximately 132,000 140,000 gross square foot development. Due to the site constraints, the allowance for waivers from the typical standards of the code is what makes inclusion of these public benefits truly benefits, and is what makes these benefits possible.</i></p> <p><i>Accordingly, the Council finds the PUD process as having a beneficial effect not normally achieved by standard development.</i></p>
<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> <p><i>The Council finds this Project to be in harmony with the surrounding area. Details of this finding are presented jointly with KMC §16.08.080.B (above).</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.08.080.E	<p>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:</p> <ul style="list-style-type: none"> a. Include a minimum of thirty percent (30%) 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. <p>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.</p> <p><i>N/A. The Applicant is not requesting any density transfers.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.08.080.F	<p>The proposed vehicular and nonmotorized transportation system:</p> <ul style="list-style-type: none"> 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.

Compliant			City Standard & Finding	
Yes	No	N/A	KMC Section	City Standard & Findings
				<p>3. Is designed to provide automotive and pedestrian safety and convenience.</p> <p>4. Is designed to provide adequate removal, storage and deposition of snow.</p> <p>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.</p> <p>6. Includes the use of buffers or other physical separations to buffer vehicular movement from adjacent uses.</p> <p>7. Is designed so that roads are placed so that disturbance of natural features and existing vegetation is minimized.</p> <p>8. Includes trails and sidewalks that create an internal circulation system and connect to surrounding trails and walkways.</p>
			<i>Finding</i>	<p><i><u>Attachment B</u> includes documents from the Applicant that address how vehicular and pedestrian traffic will circulate in and around the proposed Project. Included in Attachment B is an SH75 ingress/egress diagram and associated access analysis addressing safety, aesthetics, grading limitations, and Trail Creek Impacts, which was requested by a member of the public, duly analyzed by the Council, and determined by the Council after hearing from the project engineer, as well as the city independent traffic engineering consultant as not being in the public interest. No operational issues are found to exist with Project vehicular ingress / egress being on River Street with acceptable LOS noted for each circulation component (parking garage access, hotel pick-up/drop-off, and SH75 approaches). See AECOM memo in Attachment C. Foremost of these exhibits is the detailed traffic impact study (TIS) prepared by Hales Engineering, which AECOM (on behalf of the city) has provided a peer analysis. Attachment B also includes River Street Public ROW Civil Plan Encroachment Options 1 and 2 that feature the Applicant’s circulation plan, sidewalk improvements, and proposed snowmelt system for the Project. Finally, Attachment A includes two excerpts of professional studies. The first is an excerpt from the Idaho Transportation District (ITD) Record of Decision (ROD) and proposed Fiscal Year 2025 (FY25) road improvements to State Highway 75 (SH75) adjacent the property between the Trail Creek Bridge and River Street. These include a 3-lane urban section with curb, gutter and sidewalk. Importantly, the middle lane features a left turn lane for north bound traffic on SH75 that would permit adequate queuing and protected westbound (WB) turning movement onto River Street and the Project. The second excerpt is from Vitruvian and references a city-sponsored recommendation to upgrade the unsignalized crossing at SH75/River Street (north-side of intersection</i></p>

Compliant			City Standard & Finding	
Yes	No	N/A	KMC Section	City Standard & Findings
				<p>between Limelight Hotel and the Best Western) with a Rectangular Rapid Flashing Beacon (RRFB) to enhance pedestrian safety. <u>After receiving input from ITD, as shown in Attachment A.4., including the August 8, 2019 Minutes of the Ketchum Transportation Authority, KCC recommends that enhancements to pedestrian safety are better accommodated with a HAWK system on River Street than an RRFB system.</u> Also proposed to improve vehicular level of service (LOS) movements is making east bound (EB) and WB River Street at the intersection with SH75 right turn only movements (signing and striping required). To further reduce traffic and to meet City sustainability goals, as expressed throughout the Ketchum Comprehensive Plan, the operation of the hotel will integrate strategies to reduce vehicular impact on Ketchum's streets from this Project. These include strategies such as a Guest Shuttle (airport and to local destinations), Employee Car Share Program, and Employee Transit Passes. As conditioned herein, the <u>Council</u> finds this standard to have been met. The Project will be adequately served by necessary vehicular and nonmotorized transportation systems.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.08.080.G	<p>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:</p> <ol style="list-style-type: none"> Pursuant to subsection 16.08.070D of this chapter, all of the design review standards in chapter 17.96 of this code shall be carefully analyzed and considered. This includes detailed analysis of building bulk, undulation and other design elements. The site plan should be sensitive to the architecture and scale of the surrounding neighborhood. 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. The site design should cluster units on the most developable and least visually sensitive portion of the site.
			Finding	<p>As previously set forth in the findings for KMC §16.08.080 subsections B, D and F (above), the Project as conditioned, will be adequately served by necessary vehicular and nonmotorized transportation systems and will be in harmony with the surrounding area. The Project will pay applicable fees, from Local Option Taxes (LOT) for construction materials to applicable building permit fees and impact fees for such items as water and sewer connections. <u>Further, details have been added as conditions of approval to assure that Marriott or other reward stays pay LOT to the city.</u> Pursuant to KMC §16.08.070.D, all of the design review standards set forth in KMC §17.96 are conditionally attached to the City's approval of the Planned Unit Development and are memorialized in the Project Development Agreement. Staff has analyzed and the Council has</p>

Compliant			City Standard & Finding	
Yes	No	N/A	KMC Section	City Standard & Findings
				<p>found, as noted in Attachment A, Staff Analysis Project Compliance with the Ketchum Comprehensive Plan subsection, that the Project both conforms with and promotes the purposes and goals of the comprehensive plan. As noted in Attachment B and the Applicant's site design drawings, Project massing has been carefully designed with a four-story bench design on River Street that terraces down (southward) to follow the topography drop from River Street to Trail Creek. Subject terraces then become gathering spots for guests and the public to enjoy the outdoor and take in the scenic views from the hotel. As noted by the Applicant, "the massing also provides for a façade that steps in and out of plane, which is enhanced by a layer balconies and articulation of those forms. The building pulls back over 35' from Trail Creek and has minimal visual impact on Forest Service Park." The building footprint near the front property line is confined to a 5' setback 15' from off of the River Street frontage where it has an appropriate relationship to the sidewalk and street scape. The footprint is then pulled back to respect the riparian setback along Trail Creek to minimize the impact of the new building adjacent to a natural feature. Site landscape design has been designed to complement the bench topography and creek bank features of the site." As conditioned herein, this standard has been met.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.08.080.H	<p>The development plan incorporates the site's significant natural features.</p> <p><i>Finding</i> Three significant natural features are recognized by the Council, including: the site's location on a bench; Trail Creek along the south property line; and, the 360 degree scenic views from the site including Bald Mountain and Dollar Mountain. The hotel has been designed to step down, following the bench topography, creating rooftop terraces and public spaces that take advantage of solar orientation and available views. The landscape plan includes pedestrian pathways for hotel guest and the public to access Trail Creek viewpoint areas set outside of the riparian zone setback. As conditioned herein, this standard has been met and the Master Plan is found to properly incorporate the site's significant natural features.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.08.080.I	<p>Substantial buffer planting strips or other barriers are provided where no natural buffers exist.</p> <p><i>Finding</i> As noted in Table 2 and KMC §17.12.040, 21,825 20,495 square feet of the property will remain open space, which is approximately forty-six percent (46%) forty-three percent (43%) of the 47,591 square foot site. The Project has greater than the required thirty-five percent (35%) minimum open space set forth in the KMC for the Tourist Zoning District. Three notable buffer strips that benefit the public are proposed. The first is the twenty-five foot (25') setback from SH75/Main Street that will be landscaped. Subject setback, as set forth in Attachment B, averages 30.8' thirty-nine feet (39'). Portions of this area are proposed to include an outdoor dining patio toward the intersection of Main Street and River Street and will have landscape and architectural barriers such as raised planters, raised water features, and architecturally integrated railings separating the dining</p>

Compliant			City Standard & Finding	
Yes	No	N/A	KMC Section	City Standard & Findings
				patio from the street. The second buffer is a twenty-five foot (25') Riparian Easement along with a ten foot (10') Utility Easement that combine to create a thirty-five foot (35') setback from the property line adjacent Trail Creek. The third design element includes the placement of a buffer landscape island between the hotel's Porte Cochere drive along River Street. Given the significant public amenities integrated into the hotel design and invitation of the public into the building, the Council finds a favorable exchange to exist with details to be enumerated in the pending River Street encroachment permit request by the applicant. This design element is subject to a separate Encroachment Permit application that will be reviewed by Council concurrently with the PUD. As conditioned herein, this standard has been met.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input 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.
			Finding	As set forth in Attachment B , the Applicant proposes to develop the Project in a single phase. To assure that that the development contains all the necessary elements and improvements to exist in a stable manner, the Council finds this standard (KMC §16.08.080.J) to be met, provided as a conditioned of the issuance of any Building Permit for the construction of the Project that an appropriate project completion assurance (e.g., an irrevocable letter of credit on a bank acceptable to the City in an amount equal to 130% of engineering estimates of the Master Plan) and relevant fees, such as building permit and impact fees, be provided to the satisfaction of the Council.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input 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.
			Finding	As previously noted, 21,825 20,495 square feet of the property will remain open space, which is approximately 43% forty-six percent (46%) of the 47,591 square foot site. Further, subject rooftop bar also includes patio space plus an additional 3,000-1,589 square feet of landscaped terrace area devoted to public use. The open space, <u>green roofs and patios that are</u> provided exceeds the requirement by more than 8%eleven percent (11%) , which is an amount "greater than that which would be provided under the applicable aggregate lot coverage requirements for the zoning district or districts within the proposed project." The Council finds that subject open space is both adequate and useable and complemented by the Project's addition of the outdoor roof top bar space with adjacent living garden terrace, which is available to the public and managed and maintained by the Project.

Compliant			City Standard & Finding	
Yes	No	N/A	KMC Section	City Standard & Findings
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.08.080.L	<p>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.</p> <p>Finding <i>The Council has reviewed the Applicant's response to this standard of evaluation, including reference to its sun study and height analysis/compatibility view drawings as set forth in Attachment B, and generally concurs with the finding that "The Ketchum Boutique Hotel is configured along a northwest spine that has allowed for the building's mass to be pulled back from the roadway view corridor leading to Main Street. All onsite parking is contained below grade and will have no visual impact on the site. The hotel features an interior courtyard located on level 2 that faces south, the courtyard will be hotel's 'private' exterior amenities space that is reasonably shielded from the view of most adjacent properties. The hotel features many architectural balcony elements that serve to create another layer of structure between the guests and the exterior, enhancing a sense of a perimeter of privacy in those guest rooms. The Sun Studies provided ... demonstrate that the massing of the hotel will have very minimal shade impact on adjacent buildings, only during the December studies do any shadows from the hotel intrude appreciably on any adjacent properties, and in those cases the shadow impacts from [the PEG Ketchum] hotel are not any more intrusive than the affected buildings have on their adjacent neighbors." As conditioned herein, the Council finds this standard to have been met.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.08.080.M	<p>Adequate recreational facilities and/or daycare shall be provided. Provision of adequate on site recreational facilities may not be required if it is found that the project is of insufficient size or density to warrant same and the occupant's needs for recreational facilities will be adequately provided by payment of a recreation fee in lieu of such facilities to the city for development of additional active park facilities. On site daycare may be considered to satisfy the adequate recreational facility requirement or may be required in addition to the recreational facilities requirement.</p> <p>Finding <i>Programmed recreation facilities within the Project, as depicted in Attachment B, include a 926 4,039 square foot fitness center and a 3,277 2,734 square foot outdoor terrace, including hot tubs. The Council finds these on-site guest amenities to adequately meet the recreational needs appropriate to the scale of the Project. In addition, the Council finds that the proposed use, inclusive of the employee housing units, does not warrant the provision of on-site daycare services.</i></p>
<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> <p>Finding <i>As noted in the Gateway Study set forth in Attachment A, the City of Ketchum has established special development objectives for the four corners surrounding the intersection of River Street/SH75. The</i></p>

Compliant			City Standard & Finding	
Yes	No	N/A	KMC Section	City Standard & Findings
				<i>Council</i> has reviewed and analyzed this Study and recognizes subject Project Site is on a bench with approximately 37 feet of grade change and without the PUD process would unlikely be developable as a hotel as it would have to have one building along River Street, and a second building at the bottom of the hotel accessible via SH75 Street. This latter access is not desirable for site visibility and safe ingress/egress as attested to by the city's independent traffic consultant upon review of project development drawings, Hales access memorandum, and ITD highway specifications. Accordingly, the <i>Council</i> finds there to be special development objectives and special characteristics of the site and its physical conditions that justify the granting of the PUD conditional use permit.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.08.080.O	The development will be completed within a reasonable time.
			<i>Finding</i>	As set forth in the Applicant's submittal, as set forth in <u>Attachment B</u> , a Spring 2020 construction start and an Autumn 2021 opening are proposed. Similar to the <i>Council's</i> finding on KMC §16.08.080.J, the <i>Council</i> finds this standard is met; provided that a project completion assurance agreement is entered into between the Applicant and City Council for the Project prior to the issuance of any Building Permit for the construction of the Project.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.08.080.P	Public services, facilities and utilities are adequate to serve the proposed project and anticipated development within the appropriate service areas.
			<i>Finding</i>	Street, water, sewer, and fire personnel have met with the Applicant and found that adequate city services are available to serve the Project. See <u>Attachment C</u> for details on various departmental reviews. The Applicant and the City have also met with ITD regarding the Project and, as conditioned herein, is requesting improvements be installed by the Applicant at the intersection of SH75/River Street as a condition of Certificate of Occupancy. Formally, this will occur upon acceptance by ITD of a specific Encroachment Permit application submitted by the Applicant in conjunction with city recommendations to ITD for approval. Prior to building permit issuance, the Applicant will need will-serve letters from other utility providers (gas, electric, waste and recycling). To date, no issues of service have been identified. The payment of impact, local option tax, and building permit fees pursuant to approved city schedules are required. The <i>Council</i> finds this standard has been met. Subject to the conditions set forth herein, public services, facilities and utilities are adequate to serve the Project and anticipated development within this area.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.08.080.Q	The project complies with all applicable ordinances, rules and regulations of the city of Ketchum, Idaho, except as modified or waived pursuant to this section
			<i>Finding</i>	KMC §16.08.080 Subsections G and Q both stipulate that the Project conform with and promote the purposes of applicable ordinances and not conflict with the public interest. This Project involves six (6) interrelated permits (floodplain, subdivision, design review, PUD, CUP, and a development agreement), as well as encroachment permits that will be required for SH75 from ITD and for River Street from the

Compliant			City Standard & Finding	
Yes	No	N/A	KMC Section	City Standard & Findings
				<i>Ketchum City Council. Each of these eight (8) sets of approvals, as well as future compliance of Project construction drawings with other city regulations, such as Building, Fire, and Green Building Codes are required of the Applicant. As conditioned herein, the Council finds that this Project complies with all applicable rules and regulations of the City. The Council makes this finding in recognition of its previous finding in favor of waiving the three (3) acre minimum PUD eligibility criteria as detailed under KMC §16.08.080.A as allowed for hotels. Further, the Council makes this finding in recognition of the following Table 1 dimensional standard and project waiver analysis for the proposed FAR, height/story, and setbacks proposed for the Project. Further, as noted in general finding #3 herein, Ketchum’s planned unit development ordinance is intended to encourage the total planning of developments, provide flexibility, and work with unusual or special characteristics of the land or a development project. Notably, KMC §16.08.020.B states, “[i]n the event of conflict between this PUD chapter and any other ordinance of the city, this PUD chapter shall control.”</i>

Table 2: Tourist Zoning District Dimensional Standards and Project Waiver Analysis

Compliance with Zoning Standards				
Compliant			City Standard & Finding	
Yes	No	N/A	KMC Section	City Standard & Findings
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.040	Minimum Lot Area: 9,000 square feet minimum.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.040	Building Coverage <i>Finding</i> As set forth in Attachment B , <u>21,825</u> 20,495 square feet of the property will remain open space, which is approximately <u>43%</u> forty six percent (46%) of the 47,249 square foot site. The Project has greater than the required thirty-five percent (35%) minimum open space set forth in the KMC for the Tourist Zoning District. The Council finds that this standard has been met.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.124.040	Permitted Gross Floor Area Ratio: 0.5 or greater for hotels

		<p>Finding</p> <p>The Council finds the Project meets the definition of hotel as set forth in KMC §17.08 and, as a consequence, is eligible to exceed listed FAR consistent with the Council's previous finding within Table 1, KMC §17.08.080, subsections B and D. A FAR of 1.91.74 is proposed for the hotel, which incorporates employee housing and other public amenities within the Project. Significantly, the Council has reviewed the Attachment B Subarea Analysis and two Attachment A documents - the Gateway Study and a Comparative Hotel PUD Summary Chart. The Council finds the proposed hotel is both by design and use consistent with envisioned plans for the corner of SH75 and River Street. The FAR of the Project is significantly less than the CC-Limelight Hotel and Tourist Zone Bariteau Project – neither of which incorporate community housing on the hotel site. The Project Site was defined as Site 2 in the 2007 Gateway Scale and Massing Study and was identified as a priority urban infill site for potential hotel development. As such, the Property is in the Ketchum Urban Renewal District (KURA) Revenue Allocation Area. The allowance of a 1.741.9 FAR, as herein conditionally approved by the Council, is warranted due to special development objectives and special characteristics of the site and its physical conditions. In reaching this finding, the Council finds that the proposed FAR, as stipulated, will not be detrimental to the public welfare, health and safety nor injurious to property owners in the immediate area. Furthermore, as applicable and consistent with Section 4.10.1 herein, subject project FAR may increase for purposes of increasing on-site employee housing.</p>
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<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>17.124.040</p> <p>Finding</p>	<p>Permitted Gross Floor Area Ratio: 0.5 or greater for hotels</p> <p>The Council finds the Project meets the definition of hotel as set forth in KMC §17.08 and, as a consequence, is eligible to exceed listed FAR consistent with the Council's previous finding within Table 1, KMC §17.08.080, subsections B and D. A FAR of 1.74 1.9 is proposed for the hotel, which incorporates employee housing and other public amenities within the Project. Significantly, the Council has reviewed the Attachment B Subarea Analysis and two Attachment A documents - the Gateway Study and a Comparative Hotel PUD Summary Chart. The Council finds the proposed hotel is both by design and use consistent with envisioned plans for the corner of SH75 and River Street. The FAR of the Project is significantly less than the CC-Limelight Hotel and Tourist Zone Bariteau Project – neither of which incorporate community housing on the hotel site. The Project Site was defined as Site 2 in the 2007 Gateway Scale and Massing Study and was identified as a priority urban infill site for potential hotel development. As such, the Property is in the Ketchum Urban Renewal District (KURA) Revenue Allocation Area. The allowance of a 1.74 1.9 FAR, as herein conditionally approved by the Council, is warranted due to special development objectives and special characteristics of the site and its physical conditions. In reaching this finding, the Council finds that the proposed FAR, as stipulated, will not be detrimental to the public welfare, health and safety nor injurious to property owners in the immediate area.</p> <p>Subject to the approval of the PUD application with conditions as noted herein, the Council finds that the Project FAR warrants a waiver and, as a result, complies with this provision of the Tourist Zoning District. Furthermore, as applicable and consistent with Section 4.10.1 herein, subject project FAR may increase for purposes of increasing on-site employee housing.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>17.12.040</p> <p>Finding</p>	<p>Building Height Maximum Permitted: 35' or greater for hotels</p> <p>The Project proposes to exceed the thirty-five foot (35') height limit, which is permissible subject to the city's fourth floor hotel use allowance in the Tourist Zoning District provisions, as set forth in KMC §17.124.040.B.3 and by reference KMC §17.124.050.A and B.6. Evidence in support of the Project height waiver up to seventy-two feet (72') from existing grade (and up to seventy-five feet as measured by the KMC definition of building height) and an interpretation that the "hotel" does not exceed four floors are as follows:</p> <p>(A) The Project site has a large slope from Trail Creek at the south end of the lot to the north end along River Street. The hotel is proposed as a four-story structure on River Street, and step / terrace down to three and then two stories nearest floors along Trail Creek.</p> <p>(B) The KMC does not specify the maximum height of a four-story building. Historic references in the KMC, as well as the top</p>

floor plate of the adjoining Limelight Hotel show the hotel fourth floor to equal approximately forty-eight feet (48') while the top of the Limelight hotel penthouse parapet is 73.5'.

(C) *Maximum height of the building shall not exceed 48' when the building is measured from the highest elevation of the property (along River Street) or 72' when building height is measured from the lowest elevation of the property (along Trail Creek), forty-seven feet (47') along River Street or forty-one feet (41') closer to the river on the south end of the property, as depicted in the **Attachment B** Height Analysis.*

(D) *During the transition where the four-story building along River Street steps down approximately thirty feet (30') toward Trail Creek, the forty-eight foot (48') high 4-story building reads like 6-stories at seventy-two feet (72') high. This is permissible consistent with KMC §16.08.020.B and desirable as follows: first, the height of the building at subject central location is below the forty-eight (48') ~~forty-eight (58')~~ 4-story horizontal plane established by precedent and with the top of the fourth floor at the adjacent Limelight; second, the **Council** recognizes that in this central location of the structure, that the 4-stories of hotel use are sandwiched between two public amenities (employee housing and a roof top bar for the public). The unique characteristics of the site at this location, where the existing grade drops quickly in the center of the site, result in a portion of the building having a taller element of seventy-two feet (72') as measured from existing grade. The **Council** finds this consistent with general finding #3 herein and KMC §16.08.020.B, “[i]n the event of conflict between this PUD chapter and any other ordinance of the city, this PUD chapter shall control.”*

(E) *In comparison to both the Limelight and approved Bariteau hotels on opposing corners, the height of the proposed Boutique Hotel is lower and more closely aligned to the fourth floor of each building.*

(F) *The **Attachment A** Gateway Study and **Attachment B** Subarea Analysis indicate that the proposed hotel is both by design and use consistent with envisioned plans for the corner of SH75 and River Street.*

and,

(G) *Further, the proposed hotel project is consistent with current Tourist Zoning District zoning allowances for hotels. Each of the attendant uses, including restaurant/bar, meeting rooms, and employee housing are also permitted in the Tourist Zoning District. The Project proposes a height waiver for hotels in the Tourist Zone District and, subject to approval of the PUD application with conditions as noted herein,*

				<i>complies with this zoning standard.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.125.030.H	Curb Cut Permitted: <i>A total of 35% of the linear footage of any street frontage can be devoted to access off street parking.</i>
			Finding	<i>There are no curb cuts proposed along State Highway 75. The new configuration results in less than thirty-five percent (< 35%) of the linear footage of street frontage devoted to access the off street parking within the parking garage.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.125.020.A.2 & 17.125.050	Parking Spaces <i>Off-street parking standards of this chapter apply to any new development and to any new established uses.</i>
			Finding	<i>As analyzed by staff and consistent with KMC §17.125 and the Applicant's parking study by Hales Engineering dated July 16, 2019 (see Attachment B), the Project has adequate parking for the proposed uses on the property. The project is parked with <u>100</u> ninety (90) on-site garage parking spaces. Of the <u>100</u> ninety (90) spaces provided for the Project not less than <u>13</u> six (6) spaces are reserved for public use and <u>fourteen (14)</u> spaces are reserved for employee housing use. As conditioned herein, the Project complies with this standard.</i>

Table 3: Conditional Use Permit Standards Analysis

Conditional Use Requirements				
EVALUATION STANDARDS: 17.116.030				
A conditional use permit shall be granted by the commission only if the applicant demonstrates that:				
Compliant			Standards and Staff Conclusions	
Yes	No	N/A	KMC Section	City Standards and Findings
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.116.030(A)	The characteristics of the conditional use will not be unreasonably incompatible with the types of uses permitted in the applicable zoning district.
			Finding	<i>The proposed hotel and each of the attendant uses within the Project, including restaurant/bar, meeting rooms, and employee housing, are permitted uses in the Tourist Zoning District. The characteristics of the conditional use for the Planned Unit Development CUP and the waivers approved herein pursuant to KMC §17.124.050 are compatible with the types of uses permitted in the Tourist Zoning District. The Council finds this standard of evaluation has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.116.030(B)	The conditional use will not materially endanger the health, safety and welfare of the community.
			Finding	<i>The Project will be served with essential public services and facilities, an acceptable level of service for traffic operations and pedestrian safety as set forth in the applicable findings noted in Table 1. As conditioned herein, the Council finds this standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.116.030(C)	The conditional use is such that pedestrian and vehicular traffic associated with the use will not be hazardous or conflict with existing and anticipated traffic in the neighborhood.
			Finding	<i>The Council found in <u>Table 1</u> KMC §16.08.080.F herein above that the Project will be adequately served by necessary vehicular and nonmotorized transportation systems. This finding was made after</i>

Conditional Use Requirements				
EVALUATION STANDARDS: 17.116.030				
A conditional use permit shall be granted by the commission only if the applicant demonstrates that:				
Compliant			Standards and Staff Conclusions	
Yes	No	N/A	KMC Section	City Standards and Findings
				<p>reviewing Attachment B, which includes documents from the Applicant that address how vehicular and pedestrian traffic will circulate in and around the proposed Project. Foremost of these exhibits is the detailed traffic impact study (TIS) prepared by Hales Engineering, which AECOM (on behalf of the city) has provided a peer analysis. Attachment B also includes River Street Public ROW Encroachment details that feature the Applicant’s circulation plan, sidewalk improvements, and proposed snowmelt system for the Project. Finally, Attachment A includes two excerpts of professional studies. The first is an excerpt from the Idaho Transportation District (ITD) Record of Decision (ROD) and proposed Fiscal Year 2025 (FY25) road improvements to State Highway 75 (SH75) adjacent the property between the Trail Creek Bridge and River Street. As conditioned herein, the Council finds this standard to have been met. In particular, three off-site mitigation measures that will be required as a condition of development, including:</p> <p>(A) Developer to accommodate a northbound left-turn lane plus taper at River/Main. The developer will need to coordinate with ITD to determine where the west edge of SH-75 will be and whether ITD will accept temporary paving. The developer would install sidewalk, curb and gutter to the city’s standard. As noted in Attachment C, AECOM suggests that “ITD and the City consider creating an opposing left-turn lane and better aligning the approach and departure lanes through the intersection.” AECOM to follow up with whether the southbound approach should also have a left turn lane. AECOM also to follow up with some references in the study to back this up. In addition, it’s understood that this will help prevent queuing and also be a safety improvement.</p> <p>(B) Developer to install “right-turn only” signs on the eastbound and westbound approaches (City would likely pay for the cost on the westbound approach).</p> <p>and,</p> <p>(C) At the discretion of the Ketchum City Council, the developer shall install rectangular rapid flashing beacon (RRFB) a HAWK system on the crosswalk on the north leg. No crosswalk required on the south leg. However, as noted by AECOM in Attachment C, “Before constructing a HAWK signal at River Street, an engineering study should be performed using the guidance provided in Section 4F.01 of the MUTCD.”</p>

Conditional Use Requirements				
EVALUATION STANDARDS: 17.116.030				
A conditional use permit shall be granted by the commission only if the applicant demonstrates that:				
Compliant			Standards and Staff Conclusions	
Yes	No	N/A	KMC Section	City Standards and Findings
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.116.030(D)	The conditional use will be supported by adequate public facilities or services and will not adversely affect public services to the surrounding area or conditions can be established to mitigate adverse impacts.
			<i>Finding</i>	<i>Consistent with the findings made for KMC §17.116.03 subsections B and C, the Council finds this standard to have been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.116.030(E)	The conditional use is not in conflict with the policies of the Comprehensive Plan or the basic purposes of this Section.
			<i>Finding</i>	<i>The proposed conditional use is supported by the following goals and policies of the 2014 Comprehensive Plan. Specific findings and analysis are as set forth in Attachment A. As noted herein, the proposed conditional does not conflict with the policies of the Comprehensive Plan or the basic purposes of Chapter 17.116 Conditional Uses.</i>

2.4 Findings Regarding Applicant's PUD Bulk Area Waivers:

- 2.4.1 The Applicant's Project includes waivers to the floor area ratio, front and side yard setbacks, and height and four-story requirements and, subject to compliance by the Applicant with conditions as noted herein, the Project complies with each of the Tourist Zone dimensional standards for hotels.
- 2.4.2 The proposed Planned Unit Development and Conditional Use Permit Application meets the standards of approval under KMC Title 16 and Title 17, subject to conditions of approval.
- 2.4.3 The Project may exceed the maximum floor area, height, setback or minimum lot size requirements of Title 17 KMC, subject to a planned unit development having been prepared for the Project's proposed hotel and subject to approval by the City Council which outlines the waivers to bulk regulations requested.
- 2.4.4 All height and bulk Project limitations shall be in accordance with Tourist District except those items waived as an incident of the PUD Development Plan approval. The approved Project plans illustrate areas where buildings may exceed height and bulk limitations. As conditioned herein, the Council refers to the zoning and subdivision waivers set forth in these PUD Findings.

III. CONCLUSIONS OF LAW

The following are the legal principles that provide the basis for the Ketchum City Councils' decision which the Councilers have applied to the facts presented at the hearing of the above entitled matter:

- 3.1 The City is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code and is required and has exercised its authority pursuant to the Local Land Use Planning Act codified at Chapter 65 of Title 67 Idaho Code and pursuant to Chapters 3, 9 and 13 of Title 50 Idaho Code to enact the Ordinances and regulations which Ordinances codified in the Ketchum City Code ("KMC") which are identified in Section II of Findings of Fact and which are herein restated as Conclusions of Law by this reference and which City Ordinances govern the Applicant's Project Applications for the Development and use of the Project Site.
- 3.2 KMC section 16.08.120 C provides that prior to final approval of a PUD conditional use permit, the City Council may require a written agreement executed by the Applicant to secure performance of any requirement or condition to be imposed as part of the approval, including, but not limited to Development and may also require recordation of documents establishing and guaranteeing the operation and maintenance of the Project; and
- 3.3 The Project Applications, which includes waivers to the floor area ratio, ~~front and~~ side yard setbacks, and height and four-story requirements is governed under KMC Sections 16.08.020 B, 16.08.030, 16.08.040, 16.08.070, 16.08.080 and 17.124.050 are reviewed and considered by the Council in accordance with the following:
 - 3.3.1 In the event of a conflict Chapter 8 of Title 16 KMC controls over any other City ordinance; and
 - 3.3.2 A planned unit development involves a development of land in which the standard land use regulations of the City may be modified or waived in order to promote beneficial development of an entire tract of land in conformance with an approved planned unit development conditional use permit accentuating usable open space, recreational uses, public amenities, community housing, and harmonious development with surrounding properties and the city at large; and
 - 3.3.3 Any person wishing to develop a planned unit development shall comply with the requirements of chapter 8 of Title 16 KMC in addition to the zoning, subdivision and other applicable laws, ordinances, regulations and rules, subject to any modification or waiver granted as part of the planned unit development (PUD) conditional use permit; and

- 3.3.4 The Planning and Zoning Commission can make recommendations and the City Council has authority to grant waivers or deferrals of any of the requirements of sections 16.08.070 and 16.08.080 KMC on a case-by-case basis when the waiver or deferral will not be detrimental to the public welfare, health and safety nor injurious to property owners in the immediate area; and
- 3.3.5 The proposed Planned Unit Development and Conditional Use Permit meets the standards of approval under Title 16 and Title 17 KMC, subject to conditions of approval.

**IV.
DECISION and RECOMMENDATION TO CITY COUNCIL**

The Ketchum City Council, having received the August 12, 2019 unanimous recommendation for approval by the Ketchum Planning and Zoning Commission, having reviewed the above-entitled record, having listened to the arguments and presentations at the hearing and, being fully informed in the premises and further based upon the Findings of Fact and Conclusions of Law hereinabove set forth, **DO HEREBY DECIDE** to approve the PEG Ketchum Hotel, LLC PUD Project Master Plan (“Project”) as set forth in **Attachment B** subject to the following terms and conditions of approval:

- 4.1 **Emergency Services Conditions:** The following are emergency services and safety terms and conditions:
 - 4.1.1 **Completion of Fire Improvements.** The City Building Official or the City Fire Marshal may withhold building and/or fire inspection approval for any phase of construction until all necessary components of the water and/or fire alarm system sufficient to provide protection for that portion of the Project are complete.
 - 4.1.2 **Fire Access During Construction.** Vehicle parking and material storage during Project construction shall not restrict or obstruct public streets or access to any building. Emergency vehicle access shall be maintained as required by the Fire Chief. Once construction begins on the second floor and above, 26-foot aerial ladder truck access is required along one entire side of the building, in a location approved by the Fire Marshal, for evacuation of injured persons from upper floors. All required Fire Lanes, including within 15 feet of fire hydrants, shall be maintained clear and unobstructed at all times.

4.1.3 Fire Code Requirements. The Project shall comply with all the terms and conditions set forth in the Ketchum Fire Department Pre-application Requirements Memo dated June 24, 2019 from Tom Ancona, Assistant Chief & Fire Marshall, inclusive of subsequent amendments thereto, as well as all 2012 International Fire Code requirements and any additional specific City Building (Chapter 2 15.04 and 15.06) and Fire Ordinances (Chapter 15.08).

4.2 ROW Improvements Conditions: The following ROW Improvements are required of the Applicant:

4.2.1 DIG. The Applicant shall submit a Street and Alley Digging, Excavation, and Trenching (“DIG”) Permit application with an associated traffic control plan for all construction work within the City ROW to be reviewed and approved by the City Streets Department.

4.2.2 TURP. The use of City right-of-way for construction which includes the closure of adjacent streets or sidewalks requires a Temporary Use of Right-of-Way Permit (“TURP”).

4.2.3 River Street Encroachment Permit Improvements. KMC §17.96.030.C states: “The City Council shall approval all permanent encroachments within the City-owned ROW associated with a development project.” Applicant has made application as a part of the Project to the City for a license to encroach into the River Street Public Right of Way (“River Street ROW”) with a preference for Civil Plan Option 1, as set forth in the 12/2/19 design update Attachment B, which includes the following improvements: guest pick-up/drop-off, underground utilities, landscaping, street trees with decorative tree grates, public art, bike racks, sidewalks, pedestrian walkway lighting, and street lighting, and related improvements along River Street, pursuant to KMC §12.08.040. Further, the Applicant proposes that all walkway and driving surfaces within this encroachment area be hooked into its private boiler or similar snowmelt system within the Project mechanical room. The snow melt system is proposed to be operational every winter after the Hotel Operations begins operations. Final approval of the River Street ROW improvement plans is required and is subject to review and approval by the Ketchum City Council through a separate encroachment agreement. If approved via separate City encroachment process, such order or decision on encroachment, including any and all conditions thereon, is hereby incorporated by reference and made a part of these findings.

4.2.4 SH75 Encroachment Permit. ITD has an approved Record of Decision (“ROD”) that includes a 3-lane section with a six-foot (6’) wide sidewalk abutting the Subject Real Property. Subject ITD improvements to the SH75 ROW are proposed to be installed by ITD in Fiscal Year 2025 with road work in the vicinity, at the earliest, occurring in October of 2025. The installation of these

SH75 Improvements by ITD and, particularly, the striping of a dedicated left turn lane West Bound onto River Street with adequate queuing for cars turning onto River Street is important to traffic flow both along SH75 and into the Project.

4.2.4.1 Given the Applicant’s timeframe for construction and Certificate of Occupancy, subject SH75 work will not be conducted by ITD prior to the Developed Project and the commencement of Hotel Operations opening. Given that the City finds that a center turn lane with adequate queuing of approximately fifty to one hundred feet (50’ – 100’) is necessary for the SH75/River Street intersection to retain its current Level of Service (“LOS”) for vehicular car movement, therefore the Applicant shall file with ITD an application for an encroachment permit. The Applicant and City shall work together to attain approval from ITD for the construction and striping of a partial center turn near the River Street intersection north of the Trail Creek bridge. The Applicant shall pay for engineering, traffic control and construction costs for subject SH75 improvements adjacent to the Project.

4.2.4.2 Further, to avoid excessive delays for East Bound traffic on River Street, the Applicant shall work with the City and ITD to install appropriate signage and improvements to allow only a right turn onto southbound SH75 at this intersection.

4.2.4.3 Pedestrian Safety. To help assure pedestrian safety and consistent with KMC, at the discretion of the Ketchum City Council upon the recommendation of the Ketchum Transportation Authority and the city’s peer review engineering firm (AECOM), the Applicant shall work with the City and ITD to upgrade the unsignalized SH75 and River Street crossing (on north-side) to include a rectangular rapid flashing beacon (RRFB)-HAWK system crosswalks similar to 4th Street. The circulation design shall meet all standards as specified in KMC §17.96.060.G. Further, as recommended by AECOM, “Before constructing a HAWK signal at River Street, an engineering study should be performed using the guidance provided in section 4F.01 of the MUTCD.”

4.2.5 Letter of Credit. The Applicant shall provide an irrevocable letter of credit to the City for the aforementioned ROW Improvements affecting both the SH75 and River Street ROWs.

4.3 Terrace Walls. Construction of terrace walls or features of the outdoor dining patio with landscaping and architectural features adjacent to SH75 may be subject to future design review at the time the application is filed for approval at the discretion of the Administrator.

4.4 Time Limits: The following are the time limits that govern this Project:

- 4.4.1 Pursuant to KMC §17.96.090, the **Design Review Permit No. P 19-0** is valid for twelve (12) months from the date of final decision on the associated Findings of Fact, Conclusions of Law, and Decision. The Application for the Project building permit must be filed within the time as specified in KMC §17.96.090(A)(2). Any extension shall only be as allowed and specified in KMC §17.96.090.
- 4.4.2 Unless extended by the Ketchum City Council, a building permit shall be issued within twelve (12) months from the date of the last issued Permit.
- 4.4.3 A certificate of occupancy shall be issued for the Project no later than 18 months after the building permit is issued unless the time for completion of the Project is extended by the City Council.
- 4.5 **Certificate of Occupancy:** No Certificate of Occupancy shall be issued for the use and occupancy of this Project until the following items are complete:
- 4.5.1 All Design Review elements of the Project have been completed and approved by the Planning & Building Department; and
- 4.5.2 All occupancies in the Hotel Project (residential, commercial, etc) comply, at minimum, with the Green Building Code provisions set forth in KMC §15.20, consistent with the recommendations of the Planning & Zoning Commission during Project Design Review; and
- 4.5.3 All proposed encroachments within the City's River Street right-of-way have been installed in accordance with the Project Master Plan and approved by the City Engineer; and
- 4.5.4 All rooftop mechanical and electrical equipment is fully screened from public vantage points and approved by the Planning & Building Department; and
- 4.5.5 The City's Fire, Utilities, Building, Arborist, Streets, and Planning Departments have conducted final inspections and authorized issuance of Certificate of Occupancy; and
- 4.5.6 Prior to Certificate of Occupancy, a Parking Plan verifying **free public use; validation processes for determining parking charges (if any) for the public and of the thirteen (13) ~~six~~ (6) displaced public parking spaces**, and other details at the discretion of the City, shall be provided and approved by Ketchum City Council for the **Project Parking Garage**.

- 4.6 City Permit Performance Fees:** The Applicant shall be charged and shall pay the City Permit Performance Fees for the administration of the City's performance of the *Permit Conditions Acceptance Development Agreement*.
- 4.7 Conditions to Applicant's Obligations.** The Applicant's obligations hereunder are conditioned upon (1) receiving all the referenced approvals from the City and (2) securing financing as provided in the *Permit Conditions Acceptance Development Agreement*.
- 4.8 Drainage.** Project Drainage system plans shall be submitted to the City Engineer for review and approval. Pursuant to KMC §17.96.060.C, all storm water shall be retained on site, drainage improvements constructed shall be equal to the length of the Subject Real Property boundary lines, and all drainage facilities shall be constructed per City standards. All drainage improvements shall meet the applicable design criteria as specified in KMC §12.04.030.
- 4.9 Utilities Plan:** The Applicant shall submit a Project Utility Plan indicating the location and size of water and sewer mains as well as gas, electric, TV and phone services (KMC §17.96.040.C.2c & KMC §17.96.060.D.1-3). Per KMC §17.96.060.D.2, utilities shall be located underground and utility, power, and communications lines within the Project Site should be concealed from public view.
- 4.10 Employee Housing Units.** The Applicant shall either maintain or enter into a master lease with the Hotel Operator for apartment units within the Developed Project containing not less than 3023 beds, as materially set forth in the 12/2/19 employee housing plan design update set forth in Attachment B, and thereby fulfill and satisfy the employee housing obligation of this Project consistent with the KMC.
- 4.10.1** Notwithstanding, consistent with the recommendations of the BCHA and the Commission, the Applicant may as part of the Design Review process seek to amend the employee housing plan configurations to have fewer shared bedroom configurations, improved bathroom to bed ratio, and more individual or couple employee housing suites, inclusive of adding additional units and square footage that may proportionately increase the project FAR; and
- 4.10.2** All leased apartment units must be subleased, assigned or otherwise made available to employees of the Hotel Operator on terms and conditions that emphasize the retention of a local workforce consistent with Blaine County Housing Authority (BCHA) community housing guidelines, and providing employee housing at a price point that is commensurate with its employees' ability to pay, determined by it in the exercise of its discretion. The Applicant may enter into a master lease with the Hotel Operator for apartment units containing thirty (30) twenty-three (23) beds and thereby fulfill and satisfy the employee housing obligation of this Project consistent with KMC §17.124.050.

- 4.10.3** All leased apartment units must be subleased, assigned or otherwise made available to employees of the Hotel Operator on terms and conditions determined by it in the exercise of its discretion consistent with the goals of retaining a local workforce and adhering to the BCHA community housing guidelines.
- 4.10.4** Apartment leases and the management of this covenant of the developer to provide employee housing in the hotel are subject to annual recertification audits by the City and / or its designee. A fee established by resolution of the City may be charged for this service and associated compliance and monitoring activities.
- 4.11 Hotel Operations.** The core feature of the Project is a hotel building operated at an industry acknowledged Four Star Hotel Operations Standard. Adherence to a Four-Star Hotel Operations Standard, particularly during Peak Travel Season, affects the sufficiency of on-site parking and traffic circulation in the immediate vicinity of the Project and is a requirement of the occupancy and use of the Developed Project.
- 4.12 Lower Parking Demand and Traffic Impacts.** To assure that the Applicant and/or Hotel Operator provides guest shuttle, employee shuttle, car share program, transit passes, carpool program, and alternative transportation (such as bike storage for employees), and strict monitoring and management of deliveries and garbage pick-up, as set forth in §4.13, the Applicant and/or Hotel Operator shall include in the irrevocable letter of credit a Lower Parking Demand and Traffic Impacts amount of fifty thousand dollars (\$50,000) for a period of not greater than five (5) years upon which the City Council may request a draw to cover the City's costs in the mitigation of lowering traffic impacts and/or parking demands associated with the Applicant and/or Hotel Operator's failure to comply.
- 4.13 Parking & Loading.** The Applicant shall present a Project Parking Plan for review and consideration by the Commission as part of its full Design Review Submittal. Prior to Certificate of Occupancy, a Project Parking Plan verifying public use, validation processes for determining parking charges (if any) for the public and the thirteen (13) ~~six (6)~~ displaced public parking spaces, and other details at the discretion of the City, shall be provided and approved by Ketchum City Council for the Project Parking Garage. The Project has a total of 90 100 parking spaces. Of those 90 100 spaces, 66 69 spaces are required for the Four-Star Hotel Operations Standard, 14 spaces are required for employee housing, 1 space is required for the restaurant/bar, and 613 are required for the public to mitigate displaced public parking spaces from River Street. Of this total, not less than:
- 4.13.1** Fourteen (14) stalls shall be allocated for employee housing, inclusive of at least one (1) car share vehicle; and
- 4.13.2** Thirteen (13) Six (6) underground parking stalls will be available to the general public at no charge to the public while visiting the property or using the conference center, spa, restaurant and bar. Subject to city final approval, a validation system may be employed by the Applicant and/or Hotel Operator

with regard to the monitoring of public use of the 13~~six~~, free-of-charge, underground public spaces located in the Project Parking Garage; and

- 4.13.2** Guest shuttle, employee shuttle, car share program, transit passes, and bike storage shall be provided as a part of the Four-Star Hotel Operations Standard.
- 4.13.3** During and upon completion of the construction of the Project, delivery vehicles associated with the Project shall not interfere with the regular flow of traffic surrounding the Project Site. Delivery vehicles shall not block the regular flow of traffic along River Street. Accordingly, deliveries will be made (a) with single-unit trucks, not large tractor-trailer trucks; (b) during off-peak hours; and, (c) with hand trucks from the designated on-street loading zone. The Applicant shall strictly monitor and manage deliveries and garbage pick-up to ensure these activities do not occur during peak traffic periods, and that they do not occur simultaneously.
- 4.14 Local Option Tax.** The Project shall be subject to the provisions of KMC Section 3.12, relating to local option taxes.
- 4.14.1 Beverage, Food & Retail Sales.** All retail, food and beverage sales on the Project Site and in the Project shall be subject to the local option tax.
- 4.14.2 Building Materials.** The Project and Project Site shall be subject to the local option tax on building materials.
- 4.14.3 Employee Housing.** The obligation to pay local option tax shall not apply to the rental of employee housing units.
- 4.14.4 Future Amendments to LOT Ordinance.** Any amendments to or repeal of Ketchum’s Local Option Tax Ordinance and/or Idaho law relating to such local option taxes shall also apply to and modify this Section to the extent of such amendment(s) and/or repeal.
- 4.14.5 Hotel Rooms.** All hotel rentals in the Project Four-Star Hotel Operations Standard shall be subject to the local option tax, regardless of who makes the reservation, including independent third-party travel agencies or other independent parties.
- 4.14.6 Short-term rentals.** All non-hotel rentals, if any, shall be subject to the local option tax on short-term rentals.
- 4.15.6 Marriott Rewards.** Reward stay bookings for any evening shall be assigned a room rate in accordance with the Idaho Administrative Procedures Act (IDAPA) and similar Idaho State Tax Commission rules and regulations. In all cases, subject reward stay booking shall be tracked as room revenue and charged the applicable local option tax rate. Local option taxes shall be remitted for all stays.

- 4.15 Waivers.** **Setbacks, FAR, and height** for the Project shall comply with final Design Review for the Project as approved by the City. The final plans once approved and integrated into the Permit Conditions Acceptance Development Agreement by the Ketchum City Council illustrate areas where buildings may exceed height and bulk limitations. As conditioned herein above, Ketchum acknowledges the zoning and subdivision waivers set forth in the PUD Findings.
- 4.16** All requirements of the Fire, Utility, Building, Planning and Public Works departments of the City of Ketchum shall be met. All public improvements shall meet the requirements of the Public Works Department.
- 4.17** All other provisions of Ketchum Municipal Code, Chapters 16 and 17 and all applicable ordinances rules and regulations of the City and other governmental entities having jurisdiction shall be complied with by the Project.
- 4.18 Building Permit Requirements.** The building permit for the Project shall not be issued until:
- 4.18.1** The Project is subject to completion assurances and a letter of credit, which shall be detailed by the City Attorney and Finance Director and approved by the Ketchum City Council as provided in the Permit Conditions Acceptance Development Agreement governing this Project; and
 - 4.18.2** The project shall pay the plan check and building permit fees that are in effect at the time of plan check and building permit submittal. Prior to issuance of a building permit, project impact fees (police, fire, parks and streets) and water and sewer connection fees shall be paid in an amount not too exceed \$ _____ in accordance with the methodology established in the KMC Chapter 15.12 and any subsequent changes made prior to issuance of a building permit.
 - 4.18.3** Storm Water Management Pollution Prevention Plan (“SWPPP”) in accordance with local, state and federal laws and regulations is in place for the Project; and
 - 4.18.4** A detailed Project Construction Staging and Mitigation Plan which is consistent with the standards specified in Chapter 15.06 of KMC, including provisions for off-site parking for contractors, sub-contractors, and other trades associated with the construction of the Project, off-site storage of bulk materials, and required right of way encroachments during construction, shall be submitted and approved by the City Planning and Building Administrator prior to building permit approval.
 - 4.18.5** The Applicant has secured a will serve letter from Idaho, Clear Creek Disposal and other applicable public and private utility providers prior to issuance of a Building Permit.
 - 4.18.6** The River Street Encroachment Permit encroachment agreement shall be obtained.

- 4.18.7** The Applicant shall cause to be issued in irrevocable letter of credit for the aforementioned Public ROW Improvements affecting both the SH75 and River Street ROWs. The amount of the financial guarantee shall be at 150% of engineering estimates for the guaranteed improvements. Partial and/or full release(s) of the letter of credit may be made upon: (i) Acceptance of subject River Street ROW improvements by the City; (ii) formal commencement of work by ITD of the SH75 ROW improvements adjacent the Subject Real Property and/or upon complete installation of the SH75 ROW improvements adjacent the Property.
- 4.18.8 Written Permit Conditions Agreement:** The Applicant has entered into the *Permit Conditions Acceptance Development Agreement* consistent in form with **Attachment E**.

Findings of Fact **adopted** this day of 2020.

Neil Bradshaw, Mayor
City of Ketchum

W:\Work\K\Ketchum, City of 24892\Gateway Hotel Development Proposal .015\Permit Acceptance Agreement Drafts\Findings\Findings and Decision 8-06-19 lh.doc



City of Ketchum

December 2, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Adopt for First Reading Ordinance 1205 Prohibiting the Use of Handheld Wireless Devices While Operating a Vehicle Upon a Street or Highway within the City of Ketchum

Recommendation and Summary

Staff is recommending the council adopt the following motion:

I move to adopt for first reading Ordinance 1205 and read by title only

The reasons for the recommendation are as follows:

- In 2016 the City of Ketchum adopted Ordinance 1152 prohibiting the use of wireless communication devices while driving
- Recent court action necessitates the need to update Ketchum regulations to ensure more effective enforcement
- The proposed ordinance is recommended by the Chief Kassner and the City's Prosecuting Attorney Rick Allington

Introduction and History

In 2016 the City of Ketchum adopted Ordinance 1152 and was one of the first jurisdictions in Idaho to prohibit the use of wireless communications devices while driving. Chief Kassner recommended the ordinance after researching the data regarding cell phone use while driving. He found the use of cell phones while driving was creating a risk to the community that needed to be addressed. He worked with the city attorney to draft an ordinance prohibiting the use of hand-held cell phones in the City of Ketchum and Council adopted the ordinance in March 2016.

Since Ketchum adopted the ordinance, other cities have adopted similar regulations. Recently there was a legal challenge questioning the right of cities to enact restrictions on cell phone use while driving. The court ruled cities can adopt restrictions. As a result of the legal challenge, the Police Chief and the City's Prosecuting Attorney reviewed Ketchum's ordinance to ensure it can withstand a challenge. It was determined, the existing ordinance should be amended to be more effective.

Analysis

The proposed ordinance is identical to the recent ordinance adopted by the City of Meridian. This ordinance has been determined to contain the most effective language for enforcement.

The City of Hailey recently adopted a hands-free cell phone ordinance for cyclists. Chief Kassner contacted the League of American Bicyclists to gather information to determine if this activity is presenting a problem and how other cities have addressed the issue. It was determined there is no need to adopt this restriction in the City of Ketchum.

Financial Impact

There is no financial impact resulting from the proposed ordinance.

Attachments:

Proposed Ordinance 1205

Redlined Ordinance

ORDINANCE 1205

AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY IDAHO, REPEALING KETCHUM MUNICIPAL CODE SECTION 10.08.310 USE OF WIRELESS COMMUNICATION DEVICES AND REPLACING WITH SECTION 10.08.310 USE OF HANDHELD WIRELESS DEVICES, PROHIBITING THE USE OF HANDHELD WIRELESS DEVICES WHILE OPERATING A VEHICLE UPON A STREET OR HIGHWAY WITHIN THE CITY OF KETCHUM AND ADOPTING A SAVINGS AND SEVERABILITY CLAUSE, A REPEALER CLAUSE, A PUBLICATION CLAUSE AND PROVIDING AN EFFECTIVE DATE

WHEREAS, distracted driving adversely impacts public safety by contributing to traffic accidents, injuries, and fatalities;

WHEREAS, the use of handheld wireless devices while operating a vehicle is a cause of distracted driving; and,

WHEREAS, distracted driving can be a cause of road rage which may lead to violence between motorists; and,

WHEREAS, in 2016 the City of Ketchum adopted Ordinance 1152 prohibiting use of wireless communication devices; and,

WHEREAS, The City of Ketchum Ordinance needs to be revised to reflect recent court decisions related to prohibiting the use of handheld wireless devices while operating a vehicle;

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

Section 1. That section 10.08.310 is repealed from the Ketchum Municipal Code.

Section 2. That Section 10.08.310 be added to the Ketchum Municipal Code as follows:

10.08.310: USE OF HANDHELD WIRELESS DEVICES

A. PROHIBITED ACTS:

It shall be unlawful to use a handheld wireless device while operating a vehicle upon a street or highway within the City of Ketchum.

B. EXCEPTIONS:

Section 10.08.310 A shall not apply to the following:

1. Use of a handheld wireless device in a voice-operated mode, where the operator of the vehicle does not hold or manually operate the device, except to activate or deactivate the voice-operated function of the device.
2. Use of a navigation feature on a handheld wireless device, provided that the operator of the vehicle does not hold or manually enter information into the device, except to activate or deactivate the navigation feature on the device.
3. Use of a handheld wireless device to report an emergency to a law enforcement agency, fire department, health care provider, or other emergency services provider.
4. Use of a handheld wireless device while the vehicle is parked off the roadway.
5. Use of a handheld wireless device by a peace officer, firefighter, paramedic, emergency medical technician, or other public safety first responder during the performance of that person's official duties.
6. Use of a handheld wireless device by a public utility employee or contractor acting within the scope of that person's employment while responding to a public utility emergency.

C. DEFINITIONS:

The definitions set forth in Title 49, Chapter 1, Idaho Code shall apply to terms used in this Section. Further, for purposes of this Section, the following terms shall be defined as follows:

1. **Handheld Wireless Device.** Any handheld or portable electronic device capable of receiving, producing, displaying, or providing wireless data or voice communication. "Handheld wireless device" shall not include a radio designed for the citizen band service or the amateur radio service of the Federal Communications Commission or a commercial two-way radio communications device.

Section 3: SAVINGS AND SERABILITY CLAUSE. It is hereby declared to be the legislative intent that the provisions and parts of this Ordinance shall be severable. If any paragraph, part, section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid for any reason by a Court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 4: REPEALER CLAUSE. All City of Ketchum Ordinances or parts thereof which are in conflict herewith are hereby repealed.

Section 5: PUBLICATION. This Ordinance, or a summary thereof in compliance with Section 50-901A, Idaho Code, substantially in the form annexed hereto shall be published

once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

Section 6: EFFECTIVE DATE. This Ordinance shall be in full force and effect after its passage, approval and publication, according to law.

PASSED BY the CITY COUNCIL and APPROVED by the MAYOR of Ketchum, Idaho, on this _____ day of _____ 2019.

APPROVED BY the Mayor of the City of Ketchum, Idaho, this _____ day of _____ 2019.

APPROVED:

Neil Bradshaw, Mayor

ATTEST:

Robin Crotty, City Clerk

10.08.310: USE OF HANDHELD WIRELESS DEVICES

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Section 10.08.310 A shall not apply to the following:

1. Use of a handheld wireless device in a voice-operated mode, where the operator of the vehicle does not hold or manually operate the device, except to activate or deactivate the voice-operated function of the device.
2. Use of a navigation feature on a handheld wireless device, provided that the operator of the vehicle does not hold or manually enter information into the device, except to activate or deactivate the navigation feature on the device.
3. Use of a handheld wireless device to report an emergency to a law enforcement agency, fire department, health care provider, or other emergency services provider.
4. Use of a handheld wireless device while the vehicle is parked off the roadway.
5. Use of a handheld wireless device by a peace officer, firefighter, paramedic, emergency medical technician, or other public safety first responder during the performance of that person's official duties.
6. Use of a handheld wireless device by a public utility employee or contractor acting within the scope of that person's employment while responding to a public utility emergency.

C. DEFINITIONS:

The definitions set forth in Title 49, Chapter 1, Idaho Code shall apply to terms used in this Section. Further, for purposes of this Section, the following terms shall be defined as follows:

1. **Handheld Wireless Device.** Any handheld or portable electronic device capable of receiving, producing, displaying, or providing wireless data or voice communication. "Handheld wireless device" shall not include a radio designed for the citizen band service or the amateur radio service of the Federal Communications Commission or a commercial two-way radio communications device.

D. PENALTIES:

1. Every person who violates this section shall be guilty of an infraction and punishable by a fixed penalty set by the City plus court costs.
2. A conviction under this section shall not result in violation point counts as prescribed in section 49-326 Idaho Code. In addition, a conviction under this section shall be deemed a non-moving traffic violation and shall have no points assessed as prescribed by Idaho Code.

~~10.08.310: USE OF WIRELESS COMMUNICATION DEVICES:~~

~~A. The use of a wireless telephone or mobile electronic device by an operator of a motor vehicle on a public road or highway within the City limits of Ketchum shall be unlawful except when the telephone is a hands free wireless telephone or the electronic communication device is used hands free.~~

~~B. The operator of a motor vehicle may use a handheld wireless telephone while driving with one hand on the steering wheel only if:~~

- ~~1. The operator has reason to fear for his life or safety, or believes that a criminal act may be perpetrated against himself or another person; or~~
- ~~2. The operator is using the telephone to report to appropriate authorities a fire, a traffic accident, a serious road hazard or medical or hazardous materials emergency, or to report the operator of another motor vehicle who is driving in a reckless, careless or otherwise unsafe manner or who appears to be driving under the influence of alcohol or drugs. A handheld wireless telephone user's telephone records or testimony or written statement from appropriate authorities receiving such calls shall be deemed sufficient evidence of the existence of all lawful calls made under this paragraph.~~

~~C. A person who is found guilty of this infraction shall be fined in an amount set by the City.~~

~~D. No motor vehicle points or automobile insurance eligibility points shall be assessed for this offense.~~

~~E. The prohibitions set forth in this section shall not be applicable to any of the following persons while in the actual performance of their official duties: 1) a law enforcement officer; 2) a member of a paid or volunteer Fire Department; or 3) an operator of an authorized emergency vehicle. (Ord. 1179, 2017)~~



City of Ketchum

December 2, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Hold a Public Hearing and Approve the Onyx at Leadville Residence: Phase 1 Final Plat

Recommendation and Summary

Staff recommends the Ketchum City Council hold a public hearing and approve the Condominium Subdivision Final Plat submitted by Sean Flynn PE of Galena Engineering on behalf of property owner J Peterman Development LLC to create Unit 203 and associated common area within the Onyx at Leadville Residences multi-family residential development.

Recommended Motion: "I move to approve the Onyx at Leadville Residence: Phase 1 Final Plat subject to the issuance of a Certificate of Occupancy for unit 203."

The reasons for the recommendation are as follows:

- The request to subdivide meets all applicable standards for Condominium Final Plats contained in Ketchum Municipal Code's Subdivision (Title 16) regulations.
- The Ketchum City Council approved the Onyx at Leadville Residences Condominium Subdivision Preliminary Plat on October 21st, 2019.
- Consistent with Design Review P18-005, Building Permit B18-016, and Preliminary Plat P19-093, the developer has proceeded to construct the multi-family residential development, which was designed and intended to be subdivided into condominium units.
- The project was issued a Building Permit (B18-016) in May of 2018 and the project is nearing completion.

Analysis

The subject property, Block 1A of Trail Creek Condominiums Amended, is located at the northwest corner of S Leadville Avenue and Onyx Street within the Tourist (T) Zoning District. Currently under construction and nearing completion, the Onyx at Leadville Residences is a three-story, 19,888 gross sq ft, multi-family residential development containing eight dwelling units and 18 underground parking spaces. In anticipation of the condominium unit's sale, the applicant has submitted Phase 1 of the Onyx at Leadville Residences to create Unit 203 and associated common area.

The Planning & Zoning Commission approved the Design Review (P18-005) for the project on February 12th, 2018. The Planning & Building Department issued a Building Permit (B18-016) for the construction of the new multi-family residential development in May of 2018. All City Department standards as well as required right-of-way improvements were reviewed through the Design Review and Building Permit processes. Prior to issuance of a Certificate of Occupancy for the building, City Departments will conduct final inspections to ensure compliance with all conditions and requirements of the associated Design Review, Exceedance Agreement, Building Permit, and Preliminary Plat approvals. The applicant is aware that all required

improvements, including completion of the sidewalk to the satisfaction of the Streets Department and City Engineer, are required to be installed in order to obtain a Certificate of Occupancy for the project.

Financial Impact

Recording the Final Plat signals to the Blaine County Assessor's Office that the condominium building, which is new construction, has been completed and may be added to the tax rolls. The Final Plat will create a condominium unit, which is independently sellable within the multi-family residential development.

Attachments

Draft Findings of Fact, Conclusions of Law, and Decision
The Onyx at Leadville Residence: Phase 1 Final Plat



City of Ketchum
Planning & Building

IN RE:)
)
Onyx at Leadville Residence: Phase 1) KETCHUM CITY COUNCIL
Condominium Subdivision Final Plat) FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
Date: December 2, 2019) DECISION
)
File Number: 19-127)

PROJECT: Onyx at Leadville Residence: Phase 1

APPLICATION TYPE: Condominium Subdivision Final Plat

FILE NUMBER: P19-127

ASSOCIATED PERMITS: Design Review P18-005, Lot Line Shift P18-010, Building Permit B18-016

PROPERTY OWNER: J Peterman Development LLC

REPRESENTATIVE: Sean Flynn PE, Galena Engineering

REQUEST: Final Plat to subdivide one condominium unit and associated common area within a multi-family residential development currently under construction and nearing completion

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

ZONING: Tourist (T)

OVERLAY: None

NOTICE: A public hearing notice was mailed to all property owners within 300 ft of the development site and political subdivisions on November 13th, 2019. The public hearing notice was published in the Idaho Mountain Express on November 13th, 2019.

Findings Regarding Development Applications Filed

The subject property, Block 1A of Trail Creek Condominiums Amended, is located at the northwest corner of S Leadville Avenue and Onyx Street within the Tourist (T) Zoning District. Currently under construction and nearing completion, the Onyx at Leadville Residences is a three-story, 19,888 gross sq ft, multi-family residential development containing eight dwelling units and 18 underground parking spaces. In anticipation of the condominium unit’s sale, the applicant has submitted Phase 1 of the Onyx at Leadville Residences to create Unit 203 and associated common area.

The Planning & Zoning Commission approved the Design Review (P18-005) for the project on February 12th, 2019. Consistent with condition of approval #12 of Design Review P18-005, the applicant received approval for a Lot Line Shift application (P18-010) to adjust the recorded lot lines for Blocks 1 and 2 of the Trail Creek Condominiums Amended Subdivision. The adjustment moved the shared boundary line to expand Block 1 in order to accommodate the underground parking garage proposed within the Onyx at Leadville building. The lot

line readjustment also incorporated a new parking lot easement to benefit the adjacent Trail Creek Condominiums on Block 2A. In accordance with Ketchum Municipal Code (KMC) §17.124.040 and memorialized through FAR Exceedance Agreement (Contract 20171), the applicant secured an off-site dwelling unit to satisfy the community housing contribution for the associated increase above the permitted FAR.

The Planning & Building Department issued a Building Permit (B18-016) for the construction of the new multi-family residential development in May of 2018. All eight dwelling units within the building were designed and intended to be condominium units.

Findings Regarding City Department Comments

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

Findings Regarding Condominium Subdivision Procedure (KMC §16.04.070)

All land subdivisions in the City of Ketchum are subject to the standards contained in Ketchum, Municipal Code, Title 16, Subdivision. Many standards are related to the design and construction of multiple new lots that will form new blocks and infrastructure, such as streets that will be dedicated to and maintained by the City. The standards for certain improvements (KMC §16.04.040) including street, sanitary sewage disposal, planting strip improvements are not applicable to the subject project as the application proposes to subdivide a building currently under construction into condominium units. As conditioned, the request to subdivide meets all applicable standards for Condominiums Preliminary Plats contained in Ketchum Municipal Code’s Subdivision (Title 16) and Zoning (Title 17) regulations. The Condominium Subdivision does not change the proposed residential use or alter the proposed development as reviewed and approved through Design Review P18-005 and Building Permit B18-016.

The first step in the condominium platting process is Preliminary Plat review and to receive a recommendation from the Planning and Zoning Commission. The Planning and Zoning Commission held a site visit and unanimously recommended approval of the Preliminary Plat application to the City Council on October 14th, 2019. The Ketchum City Council unanimously approved the Preliminary Plat application on October 21st, 2019.

Table 1: Findings Regarding Condominium Final Plat Requirements

Condominium Requirements					
Compliant			Standards and City Council Findings		
Yes	No	N/A	City Code	City Standards and <i>City Council Findings</i>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.C	Final Plat Procedure: 1. The final plat procedure contained in subsection 16.04.030G of this chapter shall be followed. However, the final plat shall not be signed by the city clerk and recorded until the condominium has received: a. A certificate of occupancy issued by the city of Ketchum; and b. Completion of all design review elements as approved by the planning and zoning administrator. 2. The council may accept a security agreement for any design review elements not completed on a case by case basis pursuant to title 17, chapter 17.96 of this code. Prior to final plat approval, the subdivider shall submit to the city a copy of the final bylaws and condominium declarations which shall be approved by the council and filed with the Blaine County recorder, including the instrument number(s) under which each document was recorded.	
			City Council	<i>The Final Plat shall not be signed by the City Clerk until a Certificate of Occupancy has</i>	

			Findings	<i>been issued for Unit 203.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.D	Garage: All garages shall be designated on the preliminary and final plats and on all deeds as part of the particular condominium units. No garage may be condominiumized or sold separate from a condominium unit.
			City Council Findings	<i>All underground garage parking spaces have been designated as limited common area tied to a specific condominium unit.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.E	Storage Areas: Adequate interior storage space for personal property of the resident of each condominium unit.
			City Council Findings	<i>Storage areas for certain units have been designated as limited common area within the underground parking garage. A storage locker area has also been included within basement floor plan and is designated as common area.</i> <i>All eight residential condominium units provide adequate interior storage space for personal property.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.F	Maintenance Building: A maintenance building or room shall be provided of adequate size and location for the type and size of the condominium project for storage of maintenance equipment and supplies for common areas.
			City Council Findings	<i>The architectural plans approved with the Building Permit correspond to the plat and include a maintenance and mechanical room, trash area, and mechanical or storage lockers in the basement, which have been designated as common area.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.G	Open Space: The subdivider shall dedicate to the common use of the homeowners adequate open space of such shape and area usable and convenient to the residents of the condominium subdivision. Location of building sites and common area shall maximize privacy and solar access.
			City Council Findings	<i>All proposed units include outdoor terraces, patios, and balconies, which have been designated as limited common area on the plat. The site plan as approved through Design Review P18-005 also includes walkways for pedestrian circulation, which have been designated as common area for the development.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.060.H	General Applicability: All other provisions of this chapter and all applicable ordinances, rules and regulations of the city and all other governmental entities having jurisdiction shall be complied with by condominium subdivisions.
			City Council Findings	<i>The condominium subdivision shall comply with all other provisions of Title 16, Title 17, and all applicable City ordinances, rules, and regulations.</i>

Table 2: Findings Regarding Final Plat Requirements

Final Plat Requirements				
Compliant			Standards and City Council Findings	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K	Contents Of Final Plat: The final plat shall be drawn at such a scale and contain such lettering as to enable same to be placed upon sheets of eighteen inch by twenty four inch (18" x 24") Mylar paper with no part of the drawing nearer to the edge than one-half inch (1/2"), and shall be in conformance with the provisions of title 50, chapter 13, Idaho Code. The reverse side of such sheet shall not be used for any portion of the drawing, but may contain written matter as to dedications, certificates, signatures, and other information. The contents of the final plat shall include all items required under title 50, chapter 13, Idaho Code, and also shall include the following:
			City Council Findings	<i>The mylar paper shall be prepared following Ketchum City Council review and approval of the Final Plat application and shall meet these standards.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.1	Point of beginning of subdivision description tied to at least two (2) governmental survey corners, or in lieu of government survey corners, to monuments recognized by the city engineer.
			City Council Findings	<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.2	Location and description of monuments.
			City Council Findings	<i>This standard has been met.</i>

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.3	Tract boundary lines, property lines, lot lines, street right of way lines and centerlines, other rights of way and easement lines, building envelopes as required on the preliminary plat, lot area of each lot, boundaries of floodplain and floodway and avalanche district, all with bearings, accurate dimensions in feet and decimals, in degrees and minutes and radii, arcs, central angles, tangents and chord lengths of all curves to the above accuracy.
			City Council Findings	<i>This standard has been met. The adjacent street right of way lines have been indicated on the plat. The lot area of Block 1A is included on the plat. The parking lot easement to benefit Trail Creek Condominiums Amended is included on the plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.4	Names and locations of all adjoining subdivisions.
			City Council Findings	<i>The adjacent Trail Creek Crossing Condominiums has been noted on the plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.5	Name and right of way width of each street and other public rights of way.
			City Council Findings	<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.6	Location, dimension and purpose of all easements, public or private.
			City Council Findings	<i>As conditioned, this standard shall be met. The applicant shall include the following items on the Final Plat mylar: (a) the 5 ft public utility easement as required pursuant to KMC 16.04.030.19, (b) certifications, (c) certificate of owners, (d) surveyor approval, and (e) agency approvals.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.7	The blocks numbered consecutively throughout each block.
			City Council Findings	<i>This standard does not apply as no new blocks are proposed. The proposal consists of subdividing a multi-family residential development currently under construction and nearing completion into one condominium unit and common area.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.8	The outline of any property, other than a street, alley or easement, which is offered for dedication to public use, fully dimensioned by distances and bearings with the area marked "Dedicated to the City of Ketchum for Public Use", together with any other descriptive language with regard to the precise nature of the use of the land so dedicated.
			City Council Findings	<i>N/A as no dedications have been proposed with the condominium subdivision.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.9	The title, which shall include the name of the subdivision, the name of the city, if appropriate, county and state, and the location and description of the subdivision referenced to section, township, range.
			City Council Findings	<i>This standard has been met. The name of the proposed subdivision is Onyx at Leadville Residence: Phase 1.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.10	Scale, north arrow and date.
			City Council Findings	<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.11	Location, width, and names of all existing or dedicated streets and other public ways within or adjacent to the proposed subdivision
			City Council Findings	<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.12	A provision in the owner's certificate referencing the county recorder's instrument number where the condominium declaration(s) and/or articles of incorporation of homeowners' association governing the subdivision are recorded.
			City Council Findings	<i>As conditioned, this standard will be met prior to recordation of the Final Plat. The applicant shall include a provision in the owner's certificate referencing the county recorder's instrument number where the article of incorporation of the homeowners' association governing the subdivision are recorded.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.13	Certificate by registered engineer or surveyor preparing the map certifying to the accuracy of surveying plat.
			City Council Findings	<i>As conditioned, this standard will be met prior to recordation of the Final Plat. The signature block page shall include the surveyor's certification.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.14	A current title report of all property contained within the plat.
			City Council Findings	<i>This standard has been met. A title report and warranty deed were submitted with the Preliminary Plat and both are current.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.15	Certification of owner(s) of record and all holders of security interest(s) of record with regard to such property.
			City Council	<i>As conditioned, this standard will be met prior to recordation of the Final Plat. The signature block</i>

			Findings	page shall include a certificate of ownership and associated acknowledgement from all owners and holders of security interest with regard to the subject property, which shall be signed following Ketchum City Council review and approval of the application and prior to recordation of the Final Plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.16	Certification and signature of engineer (surveyor) verifying that the subdivision and design standards meet all city requirements.
			City Council Findings	As conditioned, this standard will be met prior to recordation of the Final Plat. The signature block page shall include the certification and signature of the surveyor verifying that the subdivision and design standards meet all City requirements.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.17	Certification and signature of the city engineer verifying that the subdivision and design standards meet all city requirements.
			City Council Findings	As conditioned), this standard will be met prior to recordation of the Final Plat. The signature block page shall include the City Engineer's approval and verification that the subdivision and design standards meet all City requirements.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.18	Certification and signature of the city clerk of the city of Ketchum verifying that the subdivision has been approved by the council.
			City Council Findings	As conditioned, this standard will be met prior to recordation of the Final Plat. The signature block page shall include the certification and signature of the City Clerk verifying the subdivision has been approved by City Council.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.19	Notation of any additional restrictions imposed by the council on the development of such subdivision to provide for the public health, safety and welfare.
			City Council Findings	N/A as no restrictions were imposed by the Ketchum City Council during review of the Preliminary Plat application.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.L	Final Plat Copies: Both a hard copy and a digital copy of the final plat shall be filed with the administrator prior to being placed upon the Council's agenda. A digital copy of the final plat as approved by the council and signed by the city clerk shall be filed with the administrator and retained by the city. The Applicant shall also provide the city with a digital copy of the recorded document with its assigned legal instrument number.
			City Council Findings	This standard has been met.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.A	Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city.
			City Council Findings	City Departments, including Planning, Building, Fire, Streets, City Engineer, and Utilities, reviewed all required improvements associated with the multi-family residential development and approved the project or approved the project subject to conditions through the Design Review P18-005 and Building Permit B18-016 review processes.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.B	Improvement Plans: Prior to approval of final plat by the Council, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.
			City Council Findings	City Departments, including Planning, Building, Fire, Streets, City Engineer, and Utilities, reviewed all required improvements associated with the multi-family residential development and approved the project or approved the project subject to conditions through the Design Review P18-005 and Building Permit B18-016 review processes.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.C	Performance Bond: Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather, factors beyond the control of the subdivider, or other conditions as determined acceptable at the sole discretion of the city, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be two years or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.

			City Council Findings	<i>All required improvements shall be installed prior to issuance of a Certificate of Occupancy for the project. The Streets Department and City Engineer shall conduct a final inspection prior to issuance of a Certificate of Occupancy for the project to ensure compliance with all applicable standards and regulations. Prior to recordation of the Final Plat, the applicant shall secure a Certificate of Occupancy for Unit 203 and the associated common area.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.D	As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.
			City Council Findings	<i>This standard will be met prior to City Council acceptance of improvements. All required improvements shall be installed prior to issuance of a Certificate of Occupancy for the project. The Streets Department and City Engineer shall conduct a final inspection prior to issuance of a Certificate of Occupancy for the project to ensure compliance with all applicable standards and regulations.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.E	Monumentation: Following completion of construction of the required improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows: <ol style="list-style-type: none"> 1. All angle points in the exterior boundary of the plat. 2. All street intersections, points within and adjacent to the final plat. 3. All street corner lines ending at boundary line of final plat. 4. All angle points and points of curves on all streets. 5. The point of beginning of the subdivision plat description.
			City Council Findings	<i>The applicant shall meet the required monumentation standards prior to recordation of the Final Plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.F	Lot Requirements: <ol style="list-style-type: none"> 1. Lot size, width, depth, shape and orientation and minimum building setback lines shall be in compliance with the zoning district in which the property is located and compatible with the location of the subdivision and the type of development, and preserve solar access to adjacent properties and buildings. 2. Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contains land with a slope in excess of twenty five percent (25%), based upon natural contours, or creates corner lots at the intersection of two (2) or more streets, building envelopes shall be shown for the lot(s) so affected on the preliminary and final plats. The building envelopes shall be located in a manner designed to promote harmonious development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. Also, building envelopes shall be located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, watercourses and topographical features. Structures may only be built on buildable lots. Lots shall only be created that meet the definition of "lot, buildable" in section 16.04.020 of this chapter. Building envelopes shall be established outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following: <ol style="list-style-type: none"> a. For lot line shifts of parcels that are entirely within slopes of twenty five percent (25%) or greater to create a reasonable building envelope, and mountain overlay design review standards and all other city requirements are met. b. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section. 3. Corner lots outside of the original Ketchum Townsite shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use. 4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line. 5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts. 6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a

				dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat. Minimum lot sizes in all cases shall be reversed frontage lot(s).
			City Council Findings	<i>Not applicable. This standard is not applicable as the application proposes to subdivide a multi-family residential building currently under construction and nearing completion into one condominium unit and common area and does not create new lots.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.G	<p>G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</p> <ol style="list-style-type: none"> 1. No block shall be longer than one thousand two hundred feet (1,200'), nor less than four hundred feet (400') between the street intersections, and shall have sufficient depth to provide for two (2) tiers of lots. 2. Blocks shall be laid out in such a manner as to comply with the lot requirements. 3. The layout of blocks shall take into consideration the natural topography of the land to promote access within the subdivision and minimize cuts and fills for roads and minimize adverse impact on environment, watercourses and topographical features. 4. Except in the original Ketchum Townsite, corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.
			City Council Findings	<i>This application does not create a new block. This requirement is not applicable.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H	<p>Street Improvement Requirements:</p> <ol style="list-style-type: none"> 1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land; 2. All streets shall be constructed to meet or exceed the criteria and standards set forth in chapter 12.04 of this code, and all other applicable ordinances, resolutions or regulations of the city or any other governmental entity having jurisdiction, now existing or adopted, amended or codified; 3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad or limited access highway right of way, the council may require a frontage street, planting strip, or similar design features; 4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods; 5. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven percent (7%) so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing; 6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated; 7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended; 8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line; 9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°); 10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets; 11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited; 12. A tangent of at least one hundred feet (100') long shall be introduced between reverse

				<p>curves on arterial and collector streets;</p> <p>13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the County Assessor's office before submitting same to council for preliminary plat approval;</p> <p>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</p> <p>15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;</p> <p>16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;</p> <p>17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement;</p> <p>18. Street lighting shall be required consistent with adopted city standards and where designated shall be installed by the subdivider as a requirement improvement;</p> <p>19. Private streets may be allowed upon recommendation by the commission and approval by the Council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section and chapter 12.04 of this code;</p> <p>20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the Administrator and shall be consistent with the type and design of existing street signs elsewhere in the City;</p> <p>21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by the subdivider. Such construction or improvement shall be in accordance with adopted standard specifications;</p> <p>22. Sidewalks, curbs and gutters shall be required consistent with adopted city standards and where designated shall be a required improvement installed by the subdivider;</p> <p>23. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights-of-way unless approved by the City Council; and</p> <p>24. No new public or private streets or flag lots associated with a proposed subdivision (land, planned unit development, townhouse, condominium) are permitted to be developed on parcels within the Avalanche Zone.</p>
			City Council Findings	<i>This proposal does not create new street, private road, or bridge. Sidewalks, curb, and gutter are required to be installed and the associated civil drawing have been reviewed and approved through review of the Building Permit B18- 016.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.I	<p>Alley Improvement Requirements: Alleys shall be provided in, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead end alleys shall be permitted only within the original Ketchum Townsite and only after due consideration of the interests of the owners of property adjacent to the dead-end alley including, but not limited to, the provision of fire protection, snow removal and trash collection services to such properties. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.</p>
			City Council Findings	<i>This proposal does not create a new alley. Alley improvements were not applicable to this project. This standard is not applicable as the proposed condominium is located within a residential neighborhood and alleys are not required to be provided.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J	<p>Required Easements: Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.</p> <p>1. A public utility easement at least ten feet (10') in width shall be required within the street right-of-way boundaries of all private streets. A public utility easement at least five feet (5') in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the City Engineer to be necessary for the provision of adequate public utilities.</p> <p>2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain such watercourse and provide</p>

			<p>access for private maintenance and/or reconstruction of such watercourse.</p> <p>3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the Council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the Council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision.</p> <p>4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion.</p> <p>5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.</p> <p>6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the City.</p>
			<p>City Council Findings</p> <p><i>The applicant shall include the required 5 ft utility easement on the Final Plat mylar. As conditioned, the subdivision shall meet this standard.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>16.04.040.K</p> <p>Sanitary Sewage Disposal Improvements: Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the City Engineer, Council and Idaho Health Department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho Department of Health and the Council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the Council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety and welfare.</p>
			<p>City Council Findings</p> <p><i>The building is connected to the municipal sewer system. The Utilities Department reviewed all required improvements associated with the multi-family residential development and approved the project or approved the project subject to conditions through the Design Review P18-005 and Building Permit B18-016 review processes.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>16.04.040.L</p> <p>Water System Improvements: A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the City under the supervision of the Ketchum Fire Department and other regulatory agencies having jurisdiction. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall be permitted. All water systems shall be connected to the Municipal water system and shall meet the standards of the following agencies: Idaho Department of Public Health, Idaho Survey and Rating Bureau, District Sanitarian, Idaho State Public Utilities Commission, Idaho Department of Reclamation, and all requirements of the City.</p>
			<p>City Council Findings</p> <p><i>The building is connected to the municipal water system. The Utilities Department reviewed all required improvements associated with the multi-family residential development and approved the project or approved the project subject to conditions through the Design Review P18-005 and Building Permit B18-016 review processes.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>16.04.040.M</p> <p>Planting Strip Improvements: Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.</p>
			<p>City Council</p> <p><i>This standard is not applicable. The multi-family residential development's proposed landscaping</i></p>

			Findings	<i>was reviewed and approved by the Planning & Zoning Commission through Design Review P18-010.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.N	<p>Cuts, Fills, And Grading Improvements: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following:</p> <ol style="list-style-type: none"> 1. A preliminary soil report prepared by a qualified engineer may be required by the commission and/or Council as part of the preliminary plat application. 2. Preliminary grading plan prepared by a civil engineer shall be submitted as part of all preliminary plat applications. Such plan shall contain the following information: <ol style="list-style-type: none"> a. Proposed contours at a maximum of five foot (5') contour intervals. b. Cut and fill banks in pad elevations. c. Drainage patterns. d. Areas where trees and/or natural vegetation will be preserved. e. Location of all street and utility improvements including driveways to building envelopes. f. Any other information which may reasonably be required by the Administrator, commission or Council to adequately review the affect of the proposed improvements. 3. Grading shall be designed to blend with natural landforms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways. 4. Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for open space for the benefit of future property owners within the subdivision. 5. Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction. Until such times as such revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion. 6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply: <ol style="list-style-type: none"> a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability. b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHO T99 (American Association of State Highway Officials) and ASTM D698 (American Standard Testing Methods). c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability. d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or where fill slope toes out within twelve feet (12') horizontally of the top and existing or planned cut slope. e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.
			City Council Findings	<i>These standards are not applicable. City Departments, including Planning, Building, Fire, Streets, City Engineer, and Utilities, reviewed all required improvements including the Grading Plan associated with the multi-family residential development and approved the project or approved the project subject to conditions through the Design Review P18-005 and Building Permit B18-016 review processes.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.O	<p>Drainage Improvements: The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the City on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses</p>

				intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders.
			City Council Findings	<i>This application is for the subdivision of a building on an existing lot that has frontage on an existing street. No new streets are proposed and no alteration to topography are proposed with this application. City Departments, including Planning, Building, Fire, Streets, City Engineer, and Utilities, reviewed all required improvements including the Drainage Plan, associated with the multi-family residential development and approved the project or approved the project subject to conditions through the Design Review P18-005 and Building Permit B18-016 review processes.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.P	Utilities: In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.
			City Council Findings	<i>Natural gas, telephone, cable, and electricity are installed or in the process of being installed prior to Certificate of Occupancy for the building. City Departments, including Planning, Building, Fire, Streets, City Engineer, and Utilities, reviewed all required improvements associated with the multi-family residential development and approved the project or approved the project subject to conditions through the Design Review P18-005 and Building Permit B18-016 review processes.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	Off Site Improvements: Where the off site impact of a proposed subdivision is found by the commission or Council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to final plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.
			City Council Findings	<i>No off-site improvements have been required for the condominium project.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.R	Avalanche And Mountain Overlay: All improvements and plats (land, planned unit development, townhouse, condominium) created pursuant to this chapter shall comply with City of Ketchum Avalanche Zone District and Mountain Overlay Zoning District requirements as set forth in Title 17 of this Code.
			City Council Findings	<i>N/A</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.S	Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			City Council Findings	<i>N/A</i>

CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code and is required and has exercised its authority pursuant to the Local Land Use Planning Act codified at Chapter 65 of Title 67 Idaho Code and pursuant to Chapters 3, 9 and 13 of Title 50 Idaho Code to enact the Ordinances and regulations, which Ordinances are codified in the Ketchum City Code (“KMC”) and are identified in the Findings of Fact and which are herein restated as Conclusions of Law by this reference and which City Ordinances govern the applicant’s Condominium Subdivision Final Plat application for the development and use of the project site.
2. The Ketchum City Council has authority to hear the applicant’s Condominium Subdivision application pursuant to Chapter 16.04 of Ketchum Code Title 16.
3. The City of Ketchum Planning Department provided adequate notice for the review of this application.
2. The Condominium Subdivision Final Plat application is governed under Sections 16.04.010, 16.04.020, 16.04.030, 16.04.040, and 16.04.070 of Ketchum Municipal Code Chapter 16.04.

3. The proposed Condominium Subdivision for Onyx at Leadville Residence: Phase 1 meets the standards for Final Plats under Title 16 of Ketchum Municipal Code subject to conditions of approval.

DECISION

THEREFORE, the Ketchum City Council **approves** this Condominium Subdivision Final Plat application this Monday, December 2nd, 2019 subject to the following conditions:

CONDITIONS OF APPROVAL

1. Approval of the Condominium Subdivision Preliminary Plat is subject to Design Review P18-005 and Building Permit B18-016. All conditions of approval shall apply. All City Department conditions shall be met prior to issuance of a Certificate of Occupancy for the project.
2. The Covenants, Conditions, and Restrictions (CC&R's) shall be simultaneously recorded with the Final Plat, and the City will not now, nor in the future, determine the validity of the CC&R's. 5. The applicant shall provide a copy of the recorded Final Plat and the associated condominium owners' documents to the Planning and Building Department for the official record of the application.
3. The recorded plat shall show a minimum of two Blaine County Survey Control Monuments with ties to the property and an inverse between the two monuments. The Survey Control Monuments shall be clearly identified on the face of the map.
4. An electronic CAD file shall be submitted to the City of Ketchum prior to final plat signature by the City Clerk. The electronic CAD file shall be submitted to the Blaine County Recorder's office concurrent with the recording of the Plat containing the following minimum data:
 - a. Line work delineating all parcels and roadways on a CAD layer/level designated as "parcel";
 - b. Line work delineating all roadway centerlines on a CAD layer/level designated as "road"; and,
 - c. Line work that reflects the ties and inverses for the Survey Control Monuments shown on the face of the Plat shall be shown on a CAD layer/level designated as "control"; and,
6. All information within the electronic file shall be oriented and scaled to Grid per the Idaho State Plane Coordinate System, Central Zone, NAD1983 (1992), U.S. Survey Feet, using the Blaine County Survey Control Network. Electronic CAD files shall be submitted in a ".dwg", ".dgn" or ".shp" format and shall be submitted digitally to the City on a compact disc. When the endpoints of the lines submitted are indicated as coincidental with another line, the CAD line endpoints shall be separated by no greater than 0.0001 drawing units.
7. The Final Plat mylar shall contain all items required under Title 50, Chapter 13, Idaho Code as well as all items required pursuant to KMC §16.04.030J including certificates and signatures.
8. The Final Plat mylar shall include the 5 ft public utility easement as required pursuant to KMC 16.04.030.19.
9. The project shall comply with all governing ordinances and department conditions pertinent to the Fire Department, Planning & Building Department, Utilities Department, Street Department and Ketchum City Engineer.
10. Pursuant to KMC §16.04.070.C, the final plat shall not be signed by the City Clerk and recorded until the condominium unit and associated common area has received a Certificate of Occupancy issued by the City of Ketchum Planning & Building Department.

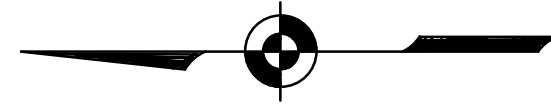
Findings of Fact **adopted** this 2nd day of December 2019

Neil Bradshaw, Mayor

Attest:

Robin Crotty, City Clerk

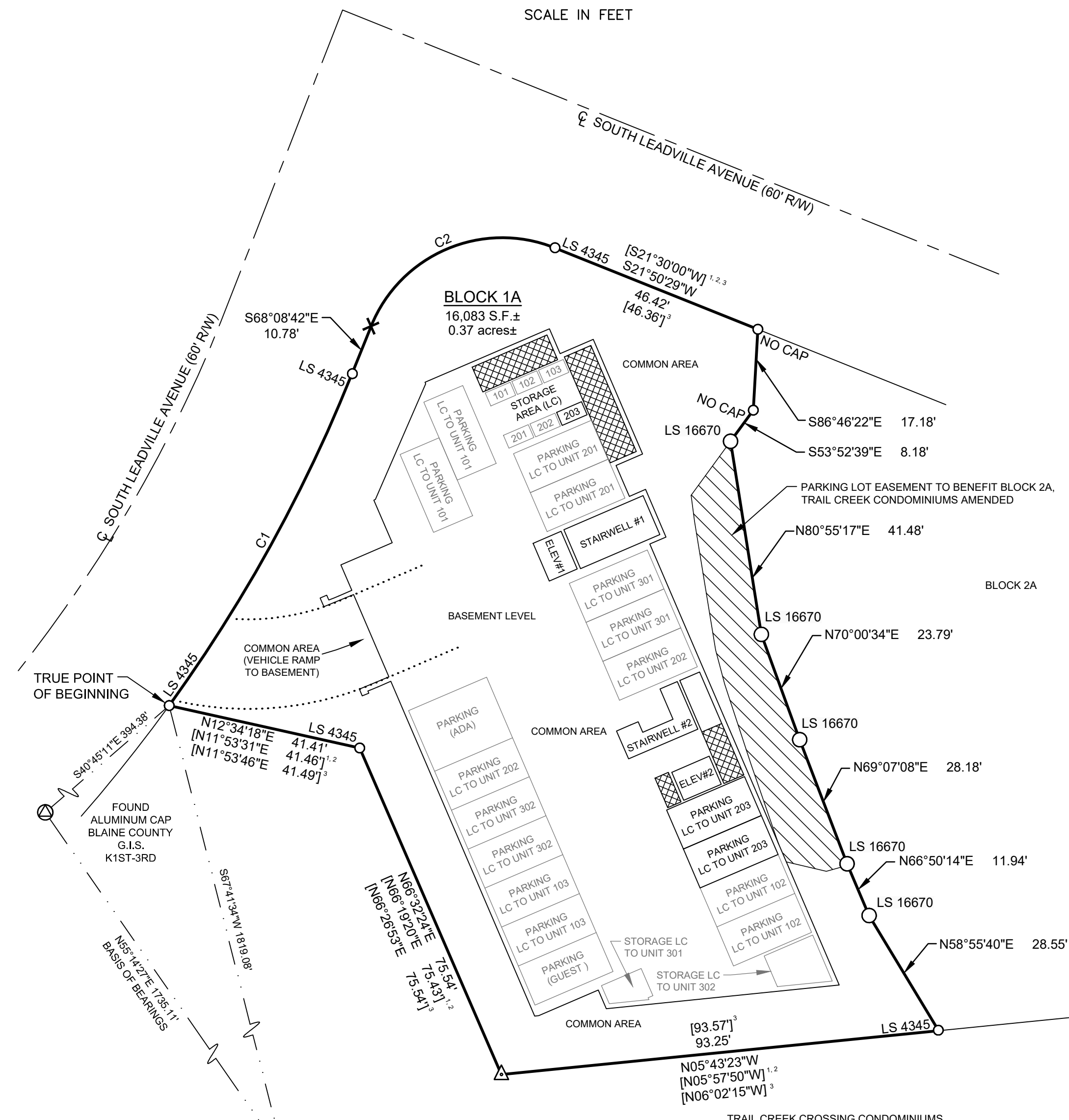
A CONDOMINIUM PLAT SHOWING
THE ONYX AT LEADVILLE RESIDENCE: PHASE 1
 WHEREIN TRAIL CREEK CONDOMINIUMS AMENDED, BLOCK 1A IS SUBDIVIDED
 LOCATED WITHIN SECTION 18, T.4 N., R.18 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
 NOVEMBER 2019



SCALE: 1" = 20'



- LEGEND**
- Property Line
 - Adjoiner's Lot Line
 - - - Right-of-Way Centerline
 - - - Unit Tie to True Point of Beginning
 - - - GIS Tie Line
 - - - Basement Parking Access
 - ▨ Parking Lot Easement to Benefit Block 2A Trail Creek Condominiums Amended
 - ⊙ Found Aluminum Cap
 - Found 5/8" Rebar
 - Found 1/2" Rebar
 - ⊗ Found Magnail/Nail
 - ⊗ Found Chiseled X in Concrete
 - △ Calculated Point, Corner Not Set
 - [] Record Bearing & Distance with Document referenced by Number (See Notes)
 - ▨ Mechanical Rooms / Area
 - LC = Limited Common
 - FE = Finished Floor Elevation
 - CE = Ceiling Elevation



SURVEY NARRATIVE & NOTES

1. THE PURPOSE OF THIS SURVEY IS TO SUBDIVIDE BLOCK 1A, TRAIL CREEK CONDOMINIUMS AMENDED, INTO CONDOMINIUM UNITS, WITH PHASE 1 CREATING UNIT 203, THE ONYX AT LEADVILLE RESIDENCE: PHASE 1, AS SHOWN HEREON. THE BOUNDARY SHOWN IS BASED ON THE RECORDED PLAT OF TRAIL CREEK CONDOMINIUMS AMENDED: BLOCKS 1A AND 2A, INSTRUMENT NUMBER 651978, RECORDS OF BLAINE COUNTY, IDAHO. ALL FOUND MONUMENTS HAVE BEEN ACCEPTED. ADDITIONAL DOCUMENTS USED IN THE COURSE OF THIS SURVEY INCLUDE THE PLAT OF TRAIL CREEK CONDOMINIUMS, INSTRUMENT NUMBER 199464, AND TRAIL CREEK CONDOMINIUMS AMENDED: BLOCKS 1 AND 2, INSTRUMENT NUMBER 521472, AND LEADVILLE SUBDIVISION, INSTRUMENT NUMBER 191260, ALL RECORDS OF BLAINE COUNTY, IDAHO. VERTICAL DATUM IS NAVD 1988.
2. REFER TO THE PLAT OF TRAIL CREEK CONDOMINIUMS AMENDED: BLOCKS 1A AND 2A RECORDED AS INSTRUMENT NUMBER 651978. REFER TO ORIGINAL PLAT OF TRAIL CREEK CONDOMINIUMS AMENDED: BLOCKS 1 AND 2, INSTRUMENT NO. 521472, FOR ADDITIONAL NOTES, CONDITIONS, COVENANTS, RESTRICTIONS, EASEMENTS AND OTHER ENCUMBRANCES.
3. THERE EXISTS A 5' PUBLIC UTILITY EASEMENT ON THE EXTERIOR PROPERTY LINE OF THIS LOT.
4. PREVIOUSLY RECORDED DOCUMENTS WITH RECORD BEARINGS & DISTANCES SHOWN INCLUDE:
 - 1. LEADVILLE SUBDIVISION, INSTRUMENT NUMBER 191260
 - 2. TRAIL CREEK CONDOMINIUMS, INSTRUMENT NUMBER 199464
 - 3. TRAIL CREEK CONDOMINIUMS AMENDED: BLOCKS 1 AND 2, INSTRUMENT NUMBER 521472
5. IN INTERPRETING THE DECLARATION, PLAT OR PLATS, AND DEEDS, THE EXISTING PHYSICAL BOUNDARIES OF THE UNIT AS ORIGINALLY CONSTRUCTED, OR RECONSTRUCTED IN LIEU THEREOF, SHALL BE CONCLUSIVELY PRESUMED TO BE ITS BOUNDARIES RATHER THAN THE METES AND BOUNDS EXPRESSED OR DEPICTED IN THE DECLARATION, PLAT OR PLATS, AND/OR DEEDS, REGARDLESS OF SETTLING OR LATERAL MOVEMENT OF THE BUILDING AND REGARDLESS OF MINOR VARIANCES BETWEEN BOUNDARIES SHOWN IN THE DECLARATION, PLAT OR PLATS, AND/OR DEEDS, AND THE ACTUAL BOUNDARIES OF THE UNITS IN THE BUILDINGS.
6. DIMENSIONS SHOWN HEREON WILL BE SUBJECT TO SLIGHT VARIATIONS, OWING TO NORMAL CONSTRUCTION TOLERANCES.
7. HORIZONTAL OR SLOPING PLANES SHOWN HEREON ARE TOP OF FINISHED SUBFLOOR AND BOTTOM OF FINISHED CEILING; VERTICAL PLANES ARE FINISHED SURFACES OF INTERIOR WALLS. SOME STRUCTURAL MEMBERS EXTEND INTO UNITS, LIMITED COMMON AREAS AND PARKING SPACES.
8. CONSULT THE CONDOMINIUM DECLARATIONS FOR THE DEFINITION OF COMMON AND LIMITED COMMON AREA.
9. ALL AREA OUTSIDE OF UNITS THAT IS NOT DESIGNATED AS LIMITED COMMON IS COMMON AREA. AREAS OF "COMMON" OR "LIMITED COMMON" ARE SHOWN BY DIAGRAM.
10. BUILDING TIES ARE TO THE INTERIOR CORNERS OF UNIT WALLS.
11. UTILITY EASEMENTS NECESSARY TO ALLOW FOR ACCESS AND MAINTENANCE OF UTILITIES SERVING UNITS OTHER THAN THE UNIT THEY ARE LOCATED IN ARE HEREBY GRANTED BY THIS PLAT.
12. THIS PROPERTY FALLS WITHIN THE T, TOURIST ZONE.
13. PHASE 1 CONSISTS ONLY OF UNIT 203. ALL AREAS OUTSIDE OF UNIT 203 AND LC 203 AREAS ARE COMMON AREA UNTIL REPLATTED IN FUTURE PHASES.

CURVE TABLE

CURVE	LENGTH	RADIUS	TANGENT	DELTA	CHORD	CHORD DIRECTION
C1	80.61'	330.00'	40.51'	13°59'45"	80.41'	S 61°08'51" E
[C1] ^{1,2}	[80.60'] ^{1,2}	[330.00'] ^{1,2}	[40.50'] ^{1,2}	[13°59'30"] ^{1,2}	[80.40'] ^{1,2}	[S 61°30'11" E] ^{1,2}
[C1] ³	[80.61'] ³	[330.00'] ³	[40.50'] ³	[13°59'42"] ³	[80.41'] ³	[S 61°29'20" E] ³
C2	47.12'	30.00'	29.99'	89°59'27"	42.42'	S 23°09'05" E
[C2] ^{1,2}	[47.12'] ^{1,2}	[30.00'] ^{1,2}	[30.00'] ^{1,2}	[90°00'00"] ^{1,2}	[42.43'] ^{1,2}	[S 23°30'00" E] ^{1,2}
[C2] ³	[47.12'] ³	[30.00'] ³	[29.99'] ³	[89°59'11"] ³	[42.42'] ³	[S 23°29'36" E] ³
C3	144.55'	283.20'	73.89'	29°14'44"	142.99'	S 07°13'06" W
[C3] ^{1,2}	[144.67'] ^{1,2}	[283.20'] ^{1,2}	[73.95'] ^{1,2}	[29°16'10"] ^{1,2}	[143.11'] ^{1,2}	[S 06°51'51" W] ^{1,2}
[C3] ³	[144.56'] ³	[283.20'] ³	[73.89'] ³	[29°14'47"] ³	[142.99'] ³	[S 06°52'37" W] ³



MARK E. PHILLIPS, PLS 16670

THE ONYX AT LEADVILLE RESIDENCE: PHASE 1

GALENA ENGINEERING, INC. HAILEY, IDAHO

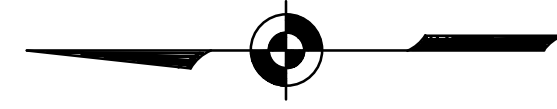
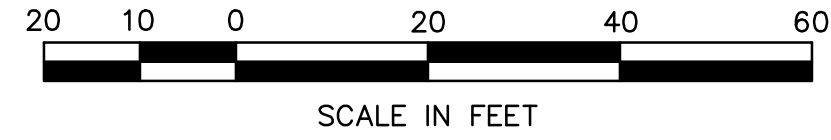
SHEET 1 OF 3

Job No. 7410.04

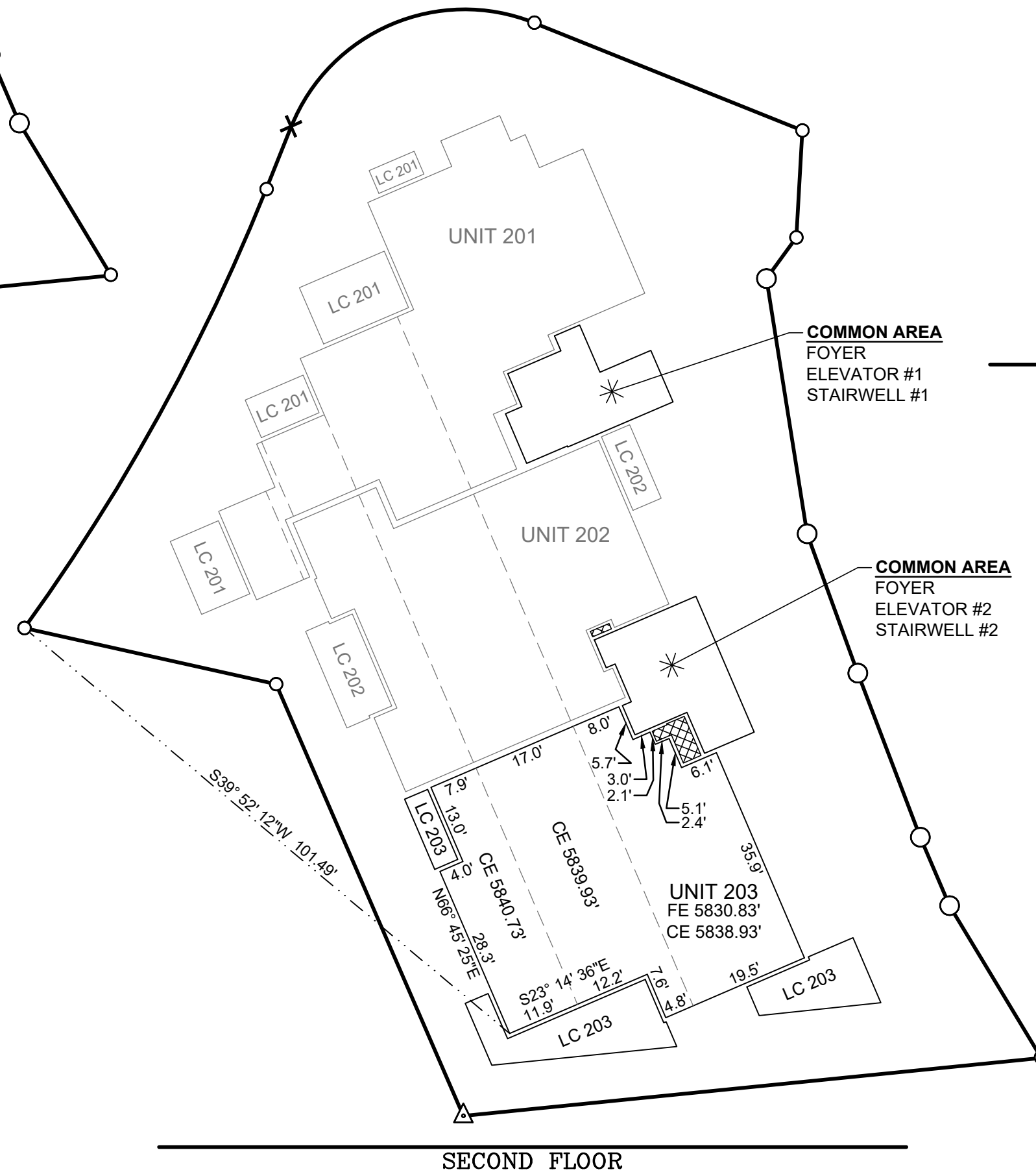
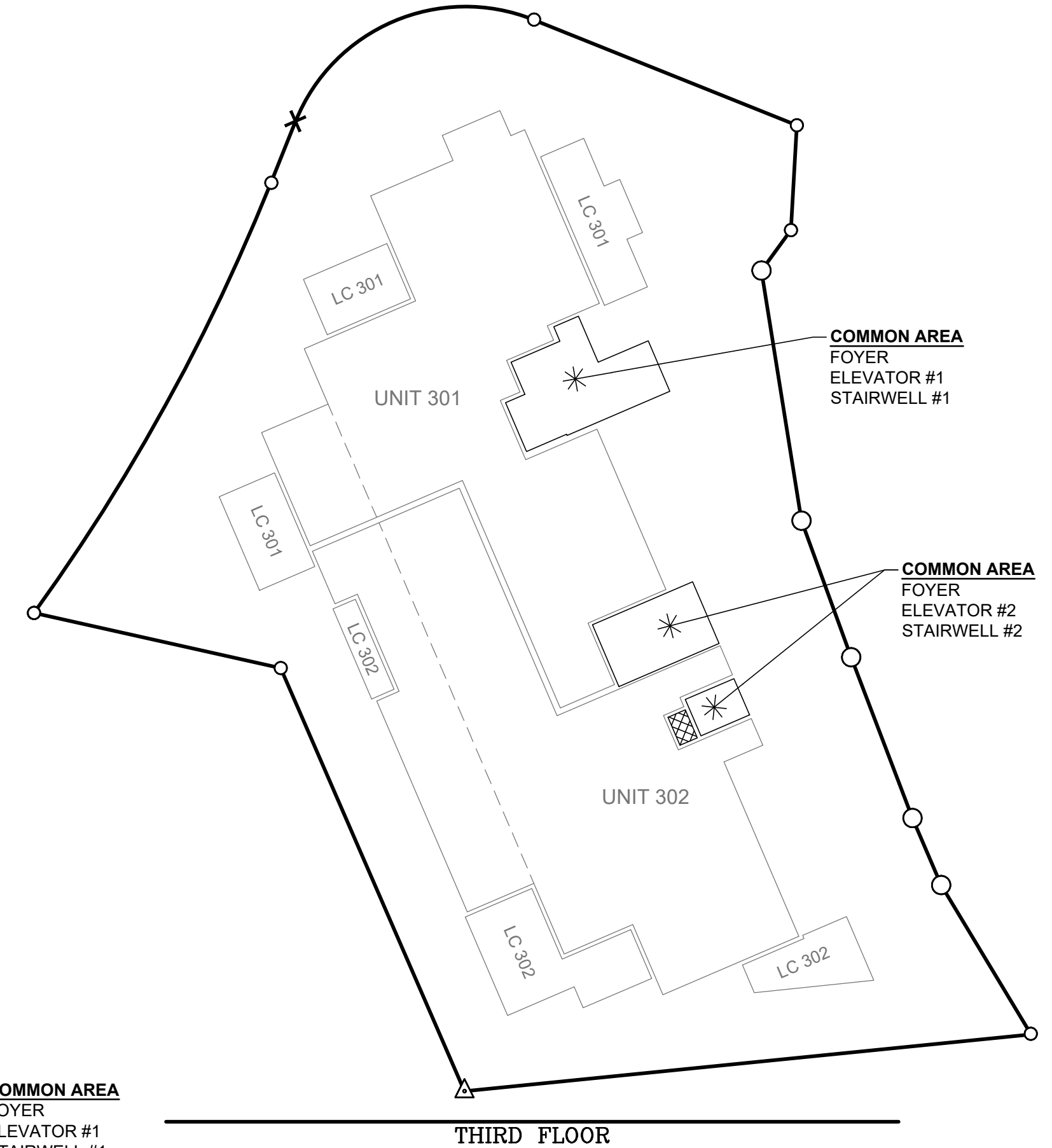
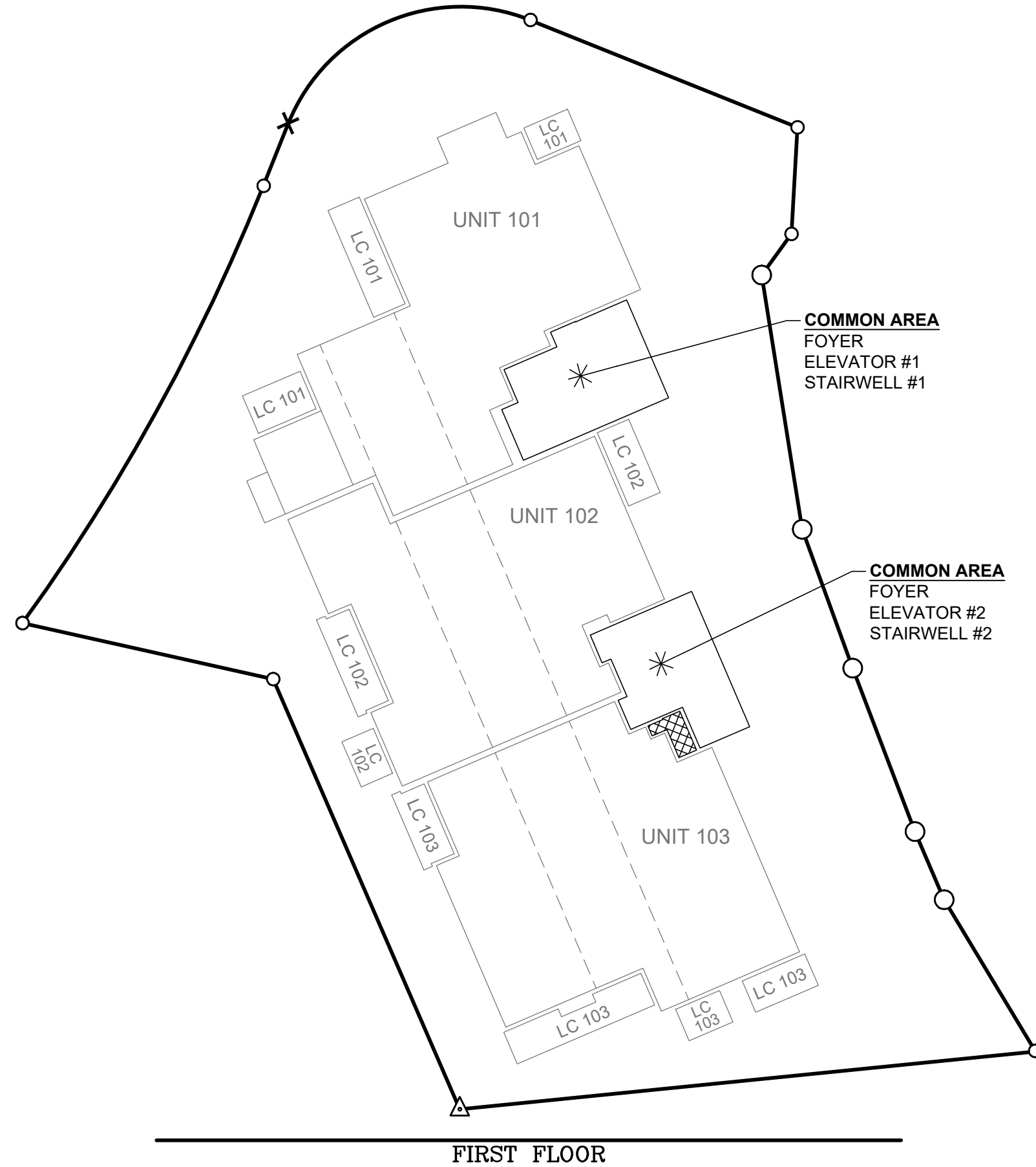
HEALTH CERTIFICATE: Sanitary restrictions as required by Idaho Code Title 50, Ch. 13, have been satisfied. Sanitary restrictions may be reimposed in accordance with Idaho Code Title 50, Ch. 13, Sec. 50-1326, by issuance of a Certificate of Disapproval.

Date _____ South Central Public Health District

A CONDOMINIUM PLAT SHOWING THE ONYX AT LEADVILLE RESIDENCE: PHASE 1



SCALE: 1" = 20'



MARK E. PHILLIPS, PLS 16670



City of Ketchum

December 2, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Hold a Public Hearing and Approve the Beck Readjustment of Lot Lines / Final Plat with conditions 1-7 included in the draft Findings of Fact, Conclusions of Law, and Decision

Recommendation and Summary

Staff is recommending the council adopt the following motion:

Move to Approve the Beck Final Plat (as shown in Attachment A) and authorize the mayor to sign the findings of fact, conclusions of law, and decision (as shown in Attachment B)

The reasons for the recommendation are as follows:

- The project reconfigures four existing lots into three new lots consistent with the city's recently revised subdivision and readjustment of lot line procedures (See Ordinance #1198).
- The three new lots, referenced as Beck Subdivision Lots 1A, 2A and 3A of Block 71, incorporate Lot 11 of Rocking Ranch Subdivision, which is recognized on the plat as being substandard @ 3,602 square feet in size and as needing to become a part of the Beck Family Property, as referenced in instrument # #230763.
- Each of the 3 new reconfigured lots meet GR-L minimum lot sizes and, thus, eliminate a substandard lot, although new Lots 1A and 2A still have average lot widths less than 80' (55' and +/- 65', respectively).

Analysis

With the exception of the minimum lot widths of Lots 1A and 2A and the existence of a small shed within the rear/side setback of Lot 1A, the Project meets all city standards. Consistent with this notation on the shed, staff has conditioned the plat such that the footprint of the shed in the southwest corner of Lot 1A may not be expanded. Finally, subject subdivision is on the city's sewer system, but not the city water system which the director of the city's water and sewer system does not find to be an issue. At the discretion of the City, staff recommends that future single-family development of Lots 1A, 2A, or 3A of Beck Subdivision may require connection to the city water system.

Financial Impact

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

Attachment

- A - Final Plat
- B - Draft Findings of Fact, Conclusions of Law, and Decision
- C – Aerial photo of property

Attachment A

A PLAT SHOWING BECK SUBDIVISION

WHEREIN LOTS 1, 2, & 3 OF BLOCK 71 AND LOT 11 OF ROCKING RANCH SUBDIVISION ARE REPLATTED AS SHOWN HEREON
LOCATED WITHIN
SECTION 13, T.4 N., R.17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO



November 2019

NOTES

1. Basis of Bearings is Idaho State Plane Coordinate System, NAD83, Central Zone, at Grid in US Survey Feet.
2. Documents used or considered include the Plat of Village of Ketchum; Hemingway School Subdivision, Instrument Number 389747; White Cloud Condominiums, Instrument Number 206940; Rocking Ranch Subdivision, Instrument Number 230763; Zark Park Townhomes, Instrument Number 425489; Records of Blaine County, Idaho.
3. The Public Utility Easement shown shall remain until overhead utilities are placed underground, at which time said P.U.E. shall be considered Vacated. The Private Water Easement from the Well to Lot 3A shall remain until Lot 3A is hooked to City Water and the Well is abandoned, at which time said Easement shall also be considered Vacated.
4. As required by City Ordinance, connection to City Water and Sewer Services is required for all new Single-Family construction on Lots 1A and 2A. In the event the existing house on Lot 3A is demolished or substantially improved, the new or substantially improved residence shall be connected to City Water. The existing house on Lot 3A is already on City Sewer. Lots 2A and 3A are currently served by water with an individual well.

SURVEYOR NARRATIVE:

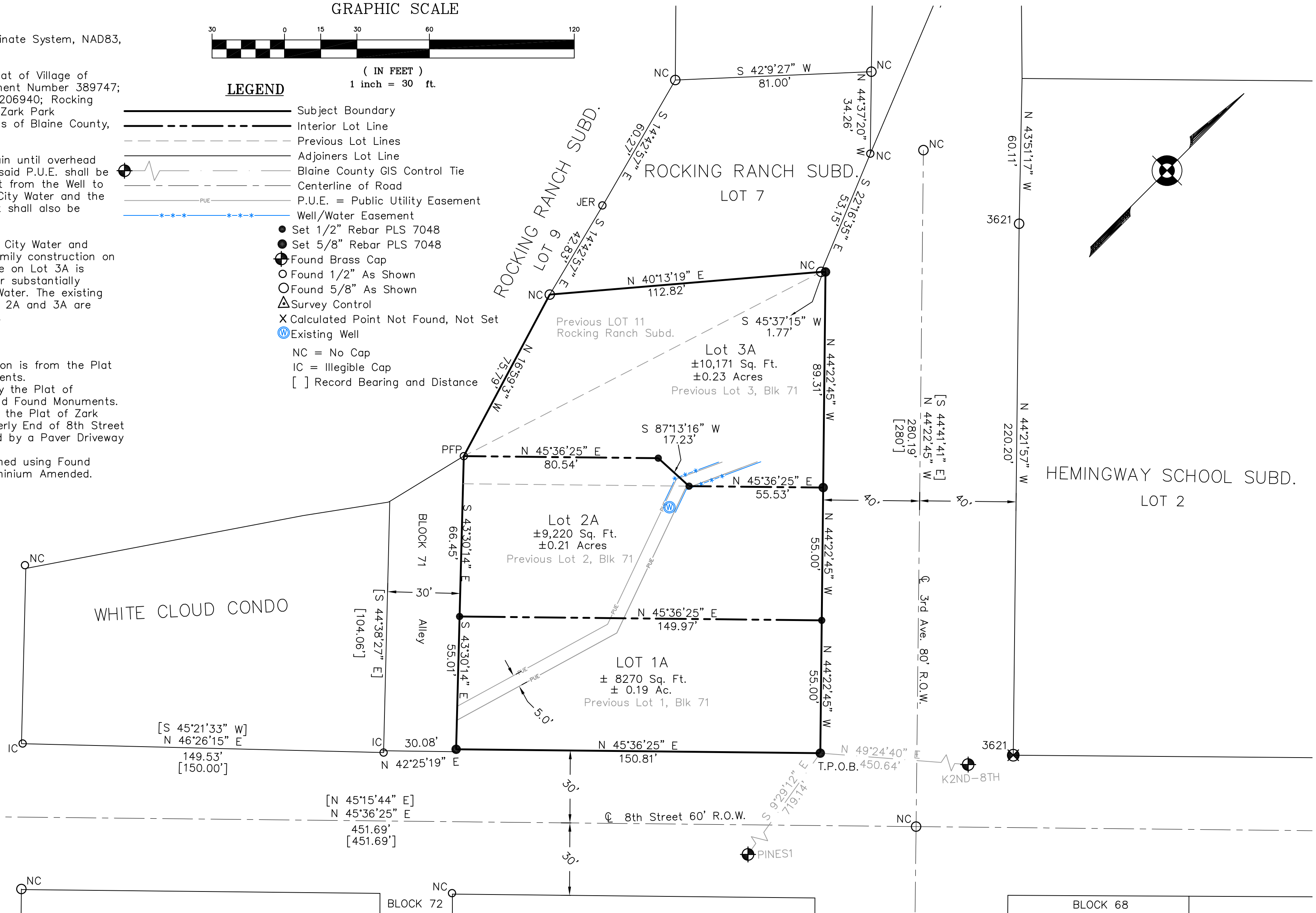
The Boundary of Lot 11 Rocking Ranch Subdivision is from the Plat of Rocking Ranch Subdivision and Found Monuments.
The Centerline of 3rd Avenue was determined by the Plat of Hemingway School Subdivision Amended 1997 and Found Monuments.
The Centerline of 8th Street was determined by the Plat of Zark Park Townhomes as the Monument at the Westerly End of 8th Street was located at that time and is now obliterated by a Paver Driveway and reset using said Plat.
The Westerly Boundary of this Plat was determined using Found Monuments and the Plat of White Cloud Condominium Amended.

GRAPHIC SCALE



LEGEND

- Subject Boundary
- Interior Lot Line
- Previous Lot Lines
- Adjoiners Lot Line
- Blaine County GIS Control Tie
- Centerline of Road
- P.U.E. = Public Utility Easement
- Well/Water Easement
- Set 1/2" Rebar PLS 7048
- Set 5/8" Rebar PLS 7048
- Found Brass Cap
- Found 1/2" As Shown
- Found 5/8" As Shown
- Survey Control
- Calculated Point Not Found, Not Set
- Existing Well
- NC = No Cap
- IC = Illegible Cap
- [] Record Bearing and Distance



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

Date _____ South Central Public Health District, EHS

BECK SUBD.
ALPINE ENTERPRISES INC.
KETCHUM, IDAHO
SHEET 1 OF 2

Attachment B



City of Ketchum
 Planning & Building

IN RE:)	
)	
Beck Subdivision)	KETCHUM CITY COUNCIL
Final Plat)	FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
Date: December 2, 2019)	DECISION
)	
File Number: 19-124)	

Findings Regarding Application Filed

PROJECT: Beck Subdivision

FILE NUMBER: P19-124

OWNERS: Rob Beck and Dina Goitiandia-Beck

REPRESENTATIVE: Alpine Enterprises

REQUEST: Readjustment of Lot Lines / Final Plat to combine 4 existing lots of record into 3 lots

LOCATION: 851 N. 3rd Ave

NOTICE: Legal notice with the city’s newspaper of record and for adjoining landowners within 300’ was in compliance with the 15 day and 10 day notice requirements. Notice to neighbors and publication in the *Idaho Mountain Express* occurred on 11/13/19

ZONING: GR-L

OVERLAY: None

Findings Regarding Associated Development Applications

1. A Readjustment of Lot Lines / Final Plat for Beck Subdivision has been submitted by Alpine Enterprises Inc on behalf of Robin Beck and Dina Goitandia-Beck for 851 N. 3rd Avenue.
2. Robin Beck and Dina Goitandia-Beck own Lot 1, 2 & 3 of Block 71, Ketchum Townsite and Lot 11 of Rocking Ranch Subdivision within S13, T4N, R17E, Boise Meridian, City of Ketchum, Blaine County, Idaho).
3. Subject Final Plat reconfigures the four existing lots into three new lots, which are referenced as Beck Subdivision Lots 1A, 2A and 3A of Block 71.
4. The total size of subject land area is 27,660 square feet.
5. The property is zoned General Residential – Low Density District (GR-L).
6. An existing single-family residence exists on proposed Lot 3A and a number of outbuildings exist on proposed Lots 1A and 2A.
7. City sewer exists for the property, while a private well provides potable water.

8. As set forth in Ketchum Municipal Code (KMC) §16.04.010.D., sub-section 4, the change or modification of boundary lines whether or not any additional lots are created is subject the regulations and procedures of the City’s Subdivision Ordinance, which includes (a) the procedures for Final Plats and Readjustment of Lot Lines as set forth in §§ 16.04.030 and 16.04.060, as well as (b) compliance with the Development and Design Standards set forth in KMC §16.04.040.

Table 1: Findings Regarding Final Plat Requirements

Final Plat Requirements			
Compliant			Standards and Staff Comments
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>16.04.040.A Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city.</p> <p><i>None.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>16.04.040.B Improvement Plans: Prior to approval of final plat by the Council, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.</p> <p><i>NA</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>16.04.040.C Performance Bond: Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather, factors beyond the control of the subdivider, or other conditions as determined acceptable at the sole discretion of the city, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be two years or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.</p> <p><i>NA</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>16.04.040.D As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.</p> <p><i>NA. Note: the property is on private well, which as attested to by the applicant and the city water department director is adequate for existing purposes. However, future residential development may require city water services.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>16.04.040.E Monumentation: Following completion of construction of the required improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows:</p> <ol style="list-style-type: none"> 1. All angle points in the exterior boundary of the plat. 2. All street intersections, points within and adjacent to the final plat. 3. All street corner lines ending at boundary line of final plat.

				<p>4. All angle points and points of curves on all streets.</p> <p>5. The point of beginning of the subdivision plat description.</p>
				<p><i>The applicant shall meet the required monumentation standards prior to recordation of the Final Plat.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.F	<p>Lot Requirements:</p> <p>1. Lot size, width, depth, shape and orientation and minimum building setback lines shall be in compliance with the zoning district in which the property is located and compatible with the location of the subdivision and the type of development, and preserve solar access to adjacent properties and buildings.</p> <p>2. Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contains land with a slope in excess of twenty five percent (25%), based upon natural contours, or creates corner lots at the intersection of two (2) or more streets, building envelopes shall be shown for the lot(s) so affected on the preliminary and final plats. The building envelopes shall be located in a manner designed to promote harmonious development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. Also, building envelopes shall be located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, watercourses and topographical features. Structures may only be built on buildable lots. Lots shall only be created that meet the definition of "lot, buildable" in section 16.04.020 of this chapter. Building envelopes shall be established outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following:</p> <p>a. For lot line shifts of parcels that are entirely within slopes of twenty five percent (25%) or greater to create a reasonable building envelope, and mountain overlay design review standards and all other city requirements are met.</p> <p>b. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section.</p> <p>3. Corner lots outside of the original Ketchum Townsite shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use.</p> <p>4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.</p> <p>5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts.</p> <p>6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat. Minimum lot sizes in all cases shall be reversed frontage lot(s).</p>
				<p><i>Each of the lots comply with 1-6 (above) and exceed the 8,000 SF minimum lot size for the GR-L and the established setbacks and needs for buildings and Building Envelopes with the following two exceptions.</i></p> <ul style="list-style-type: none"> • <i>neither proposed Lots 1A or 2A meet the average lot width requirement of 80' established for the zone; and</i> • <i>the shed in the SW corner on proposed Lot 1A is within the rear and side yard setback.</i> <p><i>Notwithstanding the above notations, this standard is found to be met as the lots do not increase the degree of non-conformity. Rather, the lot size of Proposed Lot 2A and 3A are more conforming as a result of adding the Rocking Rach Subdivision Lot 11 to the property. No expansion of the shed is proposed.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.G	<p>G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</p> <p>1. No block shall be longer than one thousand two hundred feet (1,200'), nor less than four hundred feet (400') between the street intersections, and shall have sufficient depth to provide for two (2) tiers of lots.</p> <p>2. Blocks shall be laid out in such a manner as to comply with the lot requirements.</p> <p>3. The layout of blocks shall take into consideration the natural topography of the land to promote access within the subdivision and minimize cuts and fills for roads and minimize adverse impact on environment, watercourses and topographical features.</p>

				<p>4. Except in the original Ketchum Townsite, corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.</p>
				<i>This application does not create a new block. This requirement is not applicable.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H	<p>Street Improvement Requirements:</p> <ol style="list-style-type: none"> 1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land; 2. All streets shall be constructed to meet or exceed the criteria and standards set forth in chapter 12.04 of this code, and all other applicable ordinances, resolutions or regulations of the city or any other governmental entity having jurisdiction, now existing or adopted, amended or codified; 3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad or limited access highway right of way, the council may require a frontage street, planting strip, or similar design features; 4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods; 5. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven percent (7%) so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing; 6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated; 7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended; 8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line; 9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°); 10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets; 11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited; 12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets; 13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the County Assessor's office before submitting same to council for preliminary plat approval; 14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills; 15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets; 16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider; 17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement;

				<p>18. Street lighting shall be required consistent with adopted city standards and where designated shall be installed by the subdivider as a required improvement;</p> <p>19. Private streets may be allowed upon recommendation by the commission and approval by the Council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section and chapter 12.04 of this code;</p> <p>20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the Administrator and shall be consistent with the type and design of existing street signs elsewhere in the City;</p> <p>21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by the subdivider. Such construction or improvement shall be in accordance with adopted standard specifications;</p> <p>22. Sidewalks, curbs and gutters shall be required consistent with adopted city standards and where designated shall be a required improvement installed by the subdivider;</p> <p>23. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights-of-way unless approved by the City Council; and</p> <p>24. No new public or private streets or flag lots associated with a proposed subdivision (land, planned unit development, townhouse, condominium) are permitted to be developed on parcels within the Avalanche Zone.</p>
				<i>This proposal does not create new street. These standards are not applicable.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.I	<p>Alley Improvement Requirements: Alleys shall be provided in, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead end alleys shall be permitted only within the original Ketchum Townsite and only after due consideration of the interests of the owners of property adjacent to the dead-end alley including, but not limited to, the provision of fire protection, snow removal and trash collection services to such properties. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.</p>
				<i>This proposal does not create a new alley. Alley improvements were not applicable to this project.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J	<p>Required Easements: Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.</p> <p>1. A public utility easement at least ten feet (10') in width shall be required within the street right-of-way boundaries of all private streets. A public utility easement at least five feet (5') in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the City Engineer to be necessary for the provision of adequate public utilities.</p> <p>2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse.</p> <p>3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the Council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the Council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision.</p> <p>4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion.</p>

				<p>5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.</p> <p>6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the City.</p>
				<i>The project borders both 8th Street, 3rd Avenue, and a partial alley within Block 71. Subject public rights of way provide the necessary utility and other easements needed for the project.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.K	<p>Sanitary Sewage Disposal Improvements: Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the City Engineer, Council and Idaho Health Department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho Department of Health and the Council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the Council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety and welfare.</p>
				<i>The building is connected to the municipal sewer system.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.L	<p>Water System Improvements: A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the City under the supervision of the Ketchum Fire Department and other regulatory agencies having jurisdiction. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall be permitted. All water systems shall be connected to the Municipal water system and shall meet the standards of the following agencies: Idaho Department of Public Health, Idaho Survey and Rating Bureau, District Sanitarian, Idaho State Public Utilities Commission, Idaho Department of Reclamation, and all requirements of the City.</p>
				<i>Future development on the property may necessitate site infrastructure improvements, including connection to the city water system. A hydrant is not required as the property is within 300' of the existing hydrant in the SW corner of the at Atkinsons' Park soccer field area.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.M	<p>Planting Strip Improvements: Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.</p>
				<i>This standard is not applicable.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.N	<p>Cuts, Fills, And Grading Improvements: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following:</p> <ol style="list-style-type: none"> 1. A preliminary soil report prepared by a qualified engineer may be required by the commission and/or Council as part of the preliminary plat application. 2. Preliminary grading plan prepared by a civil engineer shall be submitted as part of all preliminary plat applications. Such plan shall contain the following information: <ol style="list-style-type: none"> a. Proposed contours at a maximum of five foot (5') contour intervals. b. Cut and fill banks in pad elevations. c. Drainage patterns. d. Areas where trees and/or natural vegetation will be preserved. e. Location of all street and utility improvements including driveways to building envelopes.

				<p>f. Any other information which may reasonably be required by the Administrator, commission or Council to adequately review the affect of the proposed improvements.</p> <p>3. Grading shall be designed to blend with natural landforms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways.</p> <p>4. Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for open space for the benefit of future property owners within the subdivision.</p> <p>5. Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction. Until such times as such revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion.</p> <p>6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply:</p> <p>a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability.</p> <p>b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHO T99 (American Association of State Highway Officials) and ASTM D698 (American Standard Testing Methods).</p> <p>c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability.</p> <p>d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or where fill slope toes out within twelve feet (12') horizontally of the top and existing or planned cut slope.</p> <p>e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.</p>
				<i>These standards are not applicable.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.O	<p>Drainage Improvements: The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the City on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders.</p>
				<i>This application is for the subdivision of a building on an existing lot within the Ketchum townsite that has frontage on an existing street. No new streets are proposed and no alteration to topography are proposed with this application.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.P	<p>Utilities: In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.</p>
				<i>Natural gas, telephone, cable, and electricity currently exist on the property or are in the adjacent city right of way.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	<p>Off Site Improvements: Where the off site impact of a proposed subdivision is found by the commission or Council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to final plat approval, including, but not limited</p>

				to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.
				<i>No off-site improvements are required.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.R	Avalanche And Mountain Overlay: All improvements and plats (land, planned unit development, townhouse, condominium) created pursuant to this chapter shall comply with City of Ketchum Avalanche Zone District and Mountain Overlay Zoning District requirements as set forth in Title 17 of this Code.
				N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.S	Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
				N/A

CONCLUSIONS OF LAW

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

DECISION

THEREFORE, the Ketchum City Council **approves** this Condominium Subdivision Final Plat application this Monday, December 2nd, 2019 subject to the following conditions:

CONDITIONS OF APPROVAL

1. The recorded plat shall show a minimum of two Blaine County Survey Control Monuments with ties to the property and an inverse between the two monuments. The Survey Control Monuments shall be clearly identified on the face of the map.
2. An electronic CAD file shall be submitted to the City of Ketchum prior to final plat signature by the City Clerk. The electronic CAD file shall be submitted to the Blaine County Recorder’s office concurrent with the recording of the Plat containing the following minimum data:
 - a. Line work delineating all parcels and roadways on a CAD layer/level designated as “parcel”;
 - b. Line work delineating all roadway centerlines on a CAD layer/level designated as “road”; and,
 - c. Line work that reflects the ties and inverses for the Survey Control Monuments shown on the face of the Plat shall be shown on a CAD layer/level designated as “control”; and,
3. All information within the electronic file shall be oriented and scaled to Grid per the Idaho State Plane Coordinate System, Central Zone, NAD1983 (1992), U.S. Survey Feet, using the Blaine County Survey Control Network. Electronic CAD files shall be submitted in a “.dwg”, “.dgn” or “.shp” format

and shall be submitted digitally to the City on a compact disc. When the endpoints of the lines submitted are indicated as coincidental with another line, the CAD line endpoints shall be separated by no greater than 0.0001 drawing units.

4. The Final Plat mylar shall contain all items required under Title 50, Chapter 13, Idaho Code as well as all items required pursuant to KMC §16.04.030J including certificates and signatures.
5. All governing ordinances and department conditions pertinent to the Fire Department, Building Department, Planning Department, Street Department and Ketchum City Engineer shall be met.
6. At the discretion of the City, future single-family development of Lots 1A, 2A, or 3A of Beck Subdivision may necessitate site infrastructure improvements, including connection to the city water system.
7. Neither the footprint or the volume of the shed in the southwest corner of Lot 1A may be expanded.

Findings of Fact **adopted** this 2nd day of December, 2019

Neil Bradshaw, Mayor

Robin Crotty, City Clerk

Attachment C

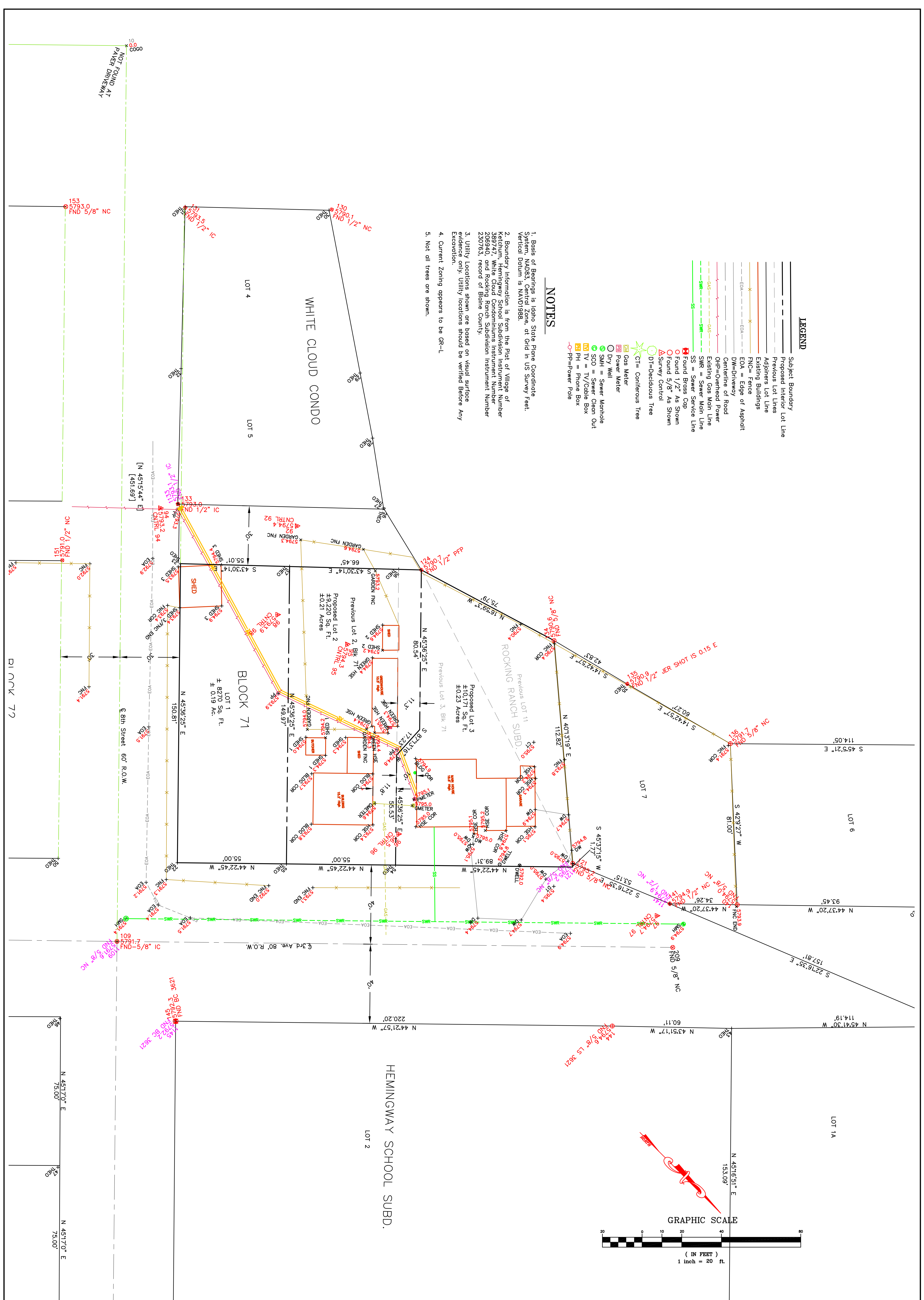


(1 of 2) ▶ □ ✕

851 N 3RD AVE

Parcel Number: RPK0000071001A
Address: 851 N 3RD AVE KETCHUM ID 83340-0000
Owner: BECK ROBIN GOITIANDIA-BECK DINA
Mailing Address: PO BOX 356 KETCHUM ID 83340-0000
Legal Description: KETCHUM LOTS 1,2,3 BLK 71 24,750SF
[Assessor Information](#)
[Land Use & Building Information](#)
[Treasurer Information](#)

[Zoom to](#) ⋮

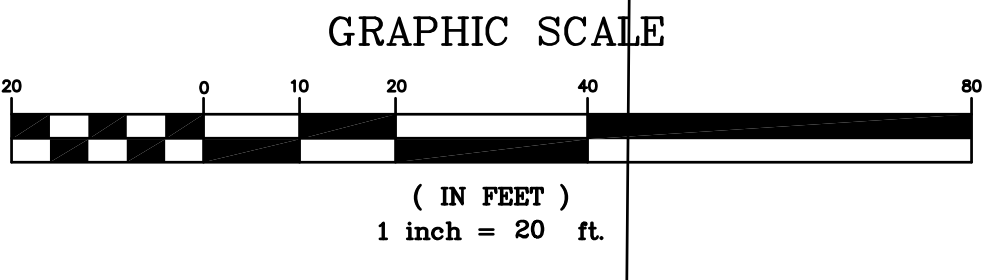


LEGEND

- Subject Boundary
- Proposed Interior Lot Line
- Previous Lot Lines
- Adjoiners Lot Line
- Existing Buildings
- FNC= Fence
- EOA = Edge of Asphalt
- DW=Driveway
- Centerline of Road
- OHP=Overhead Power
- Existing Gas Main Line
- SWR = Sewer Main Line
- SS = Sewer Service Line
- Found Brass Cap
- Found 1/2" As Shown
- Found 5/8" As Shown
- △ Survey Control
- DT=Deciduous Tree
- CT=Coniferous Tree
- Gas Meter
- Power Meter
- Dry Well
- SMH = Sewer Manhole
- SCO = Sewer Clean Out
- TV = TV/Cable Box
- PH = Phone Box
- PP=Power Pole

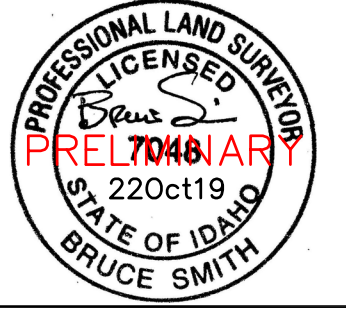
NOTES

1. Basis of Bearings is Idaho State Plane Coordinate System, NAD83, Central Zone, at Grid in US Survey Feet. Vertical Datum is NAVD1988.
2. Boundary Information is from the Plat of Village of Ketchum, Hemingway School Subdivision Instrument Number 389747, White Cloud Condominiums Instrument Number 208940, and Rocking Ranch Subdivision Instrument Number 230763, record of Blaine County.
3. Utility Locations shown are based on visual surface evidence only. Utility locations should be verified Before Any Excavation.
4. Current Zoning appears to be GR-L
5. Not all trees are shown.



PROJECT PATH AND PRINT DATE U:\LandProjects2004\1747_Beck\dwg\1747_Beck_Site_Sep2019.dwg 10/22/2019 4:49:05 PM MDT

REVISIONS	NO	DATE	BY



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

A PRELIMINARY PLAT SHOWING
BECK SUBDIVISION
 LOT 1, 2 & 3, BLOCK 71 AND LOT 11, ROCKING RANCH SUBDIVISION
 WITHIN S13, T.4N., R.17E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
 PREPARED FOR LINDEN BECK



City of Ketchum

December 2, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Hold a Public Hearing and Approve the Fisher Condominiums: Units 1A & 2A Readjustment of Lot Lines Application

Recommendation and Summary

Staff recommends the Ketchum City Council hold a public hearing and the Fisher Condominiums: Units 1A & 2A Readjustment of Lot Lines Application to designate existing common area within the basement of the Fisher Condominiums into limited common area for the exclusive use of Unit 2A.

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

The reasons for the recommendation are as follows:

- The request to alter the Fisher Condominiums plat of record meets all applicable standards for Readjustment of Lot Lines contained in Ketchum Municipal Code's (KMC) Subdivision (Title 16) regulations.
- Consistent with KMC §16.04.020, the proposal meets the definition of Readjustment of Lot Lines as the designation of common area to limited common area qualifies as minor change to an existing condominium subdivision that does not alter the lot or the existing building.
- The Readjustment of Lot Lines does not change the existing residential use or alter the existing development.

Analysis

The Readjustment of Lot Lines will designate a portion of common area with the basement of the Fisher Condominiums building into limited common area for the exclusive use of Unit 2A. The subject property, 191 E Sun Valley Road, is located at the northwest corner of the intersection of Sun Valley Road and Walnut Avenue within the Mixed-Use Subdistrict of the Community Core (CC-2). Unlike the Retail Core (CC-1), multi-family residential dwelling units are a permitted use on the ground floor of buildings within the CC-2 Zone. The Fisher Condominiums building was constructed in 1991. In 1998, the existing building was subdivided into two condominium units and associated common area.

Financial Impact

No financial impact as the Readjustment of Lot Lines application is a minor change to an existing plat of record.

Attachments

Draft Findings of Fact, Conclusions of Law, and Decision
Fisher Condominiums: Units 1A & 2A Plat



City of Ketchum
Planning & Building

IN RE:)
)
 Fisher Condominiums: Units 1A & 2A) **KETCHUM CITY COUNCIL**
 Readjustment of Lot Lines Procedure) **FINDINGS OF FACT, CONCLUSIONS OF LAW, AND**
 Date: December 2, 2019) **DECISION**
)
 File Number: 19-111)

PROJECT: Fisher Condominiums: Units 1A & 2A

APPLICATION TYPE: Readjustment of Lot Lines

FILE NUMBER: P19-111

PROPERTY OWNER: George & Sandra Fisher

REPRESENTATIVE: Mark Phillips, Galena Engineering

REQUEST: Readjustment of Lot Lines to designate a portion of common area within the basement of the Fisher Condominiums into limited common area for the exclusive use Unit 2A

LOCATION: 191 E Sun Valley Road (Fisher Condominiums: Units 1 and 2)

ZONING: Mixed-Use Subdistrict of the Community Core (CC-2)

OVERLAY: None

NOTICE: A public hearing notice was mailed to all property owners within 300 ft of the development site and political subdivisions on November 13th, 2019. The public hearing notice was published in the Idaho Mountain Express on November 13th, 2019.

FINDINGS OF FACT

1. The Readjustment of Lot Lines will designate a portion of common area with the basement of the Fisher Condominiums building into limited common area for the exclusive use of Unit 2A. The subject property, 191 E Sun Valley Road, is located at the northwest corner of the intersection of Sun Valley Road and Walnut Avenue within the Mixed-Use Subdistrict of the Community Core (CC-2). Unlike the Retail Core (CC-1), multi-family residential dwelling units are a permitted use on the ground floor of buildings within the CC-2 Zone. The Fisher Condominiums building was constructed in 1991. In 1998, the existing building was subdivided into two condominium units and associated common area. The Fisher Condominiums building contains an underground parking area, one multi-family dwelling unit on the main level and first floor, and the second multi-family dwelling unit on the third-level.
2. Consistent with KMC 16.04.020, the proposal meets the definition of Readjustment of Lot Lines as the designation of common area to limited common area qualifies as minor change to an existing condominium subdivision that does not alter the lot or existing building.

READJUSTMENT OF LOT LINES: A change or modification of the boundary lines between existing lots or parcels of land or between dwelling units which does not reduce the area,

frontage, width, depth or building setback lines of each lot below the minimum zoning requirements and which does not create additional lots or dwelling units. "Readjustment of lot lines" includes other minor changes to a subdivision, condominium, or townhouse final plat such as, but not limited to, notation changes, boundary shifts and removal of lot line(s), each of which do not reduce the area, frontage, width, depth or building setback lines of each lot below the minimum zoning requirements nor create additional lots or dwelling units.

3. Consistent with KMC 16.04.060.B, the Readjustment of Lot Lines application was transmitted to City Departments including the City Engineer, Fire, Building, Utilities, and Streets departments for review. The City Departments had no comments or concerns regarding the proposal.
4. All land, condominium, and townhouse subdivisions in the City of Ketchum are subject to the standards contained in Ketchum Municipal Code, Title 16, Subdivision. Many standards are related to the design and construction of multiple new lots that will form new blocks and infrastructure, such as streets that will be dedicated to and maintained by the City. The standards for certain improvements (KMC §16.04.040) including street, sanitary sewage disposal, planting strip improvements are not applicable to the subject project as the application proposes to designate existing common area as limited common area. The proposed Fisher Condominiums: Units 1A & 2A Subdivision Plat meets the standards for Readjustment of Lot Lines under Title 16 of Ketchum Municipal Code subject to conditions of approval. The Readjustment of Lot Lines does not change the existing residential use or alter the existing development.

CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code and is required and has exercised its authority pursuant to the Local Land Use Planning Act codified at Chapter 65 of Title 67 Idaho Code and pursuant to Chapters 3, 9 and 13 of Title 50 Idaho Code to enact the Ordinances and regulations, which Ordinances are codified in the Ketchum City Code ("KMC") and are identified in the Findings of Fact and which are herein restated as Conclusions of Law by this reference and which City Ordinances govern the applicant's Readjustment of Lot Lines application for the development and use of the project site.
2. The Council has authority to hear the applicant's Readjustment of Lot Lines application pursuant to Chapter 16.04 of Ketchum Code Title 16.
3. The City of Ketchum Planning Department provided adequate notice for the review of this application.
2. The Readjustment of Lot Lines application is governed under Sections 16.04.010, 16.04.020, 16.04.040, 16.04.060, and 16.04.070 of Ketchum Municipal Code Chapter 16.04.
3. The proposed Fisher Condominiums: Units 1A & 2A Subdivision Plat meets the standards for Readjustment of Lot Lines under Title 16 of Ketchum Municipal Code subject to conditions of approval.

DECISION

THEREFORE, the Ketchum City Council **approves** this Readjustment of Lot Lines application this Monday, December 2nd, 2019 subject to the following conditions:

CONDITIONS OF APPROVAL

1. The recorded plat shall show a minimum of two Blaine County Survey Control Monuments with ties to the property and an inverse between the two monuments. The Survey Control Monuments shall be clearly identified on the face of the map.

2. An electronic CAD file shall be submitted to the City of Ketchum prior to final plat signature by the City Clerk. The electronic CAD file shall be submitted to the Blaine County Recorder's office concurrent with the recording of the Plat containing the following minimum data:
 - a. Line work delineating all parcels and roadways on a CAD layer/level designated as "parcel";
 - b. Line work delineating all roadway centerlines on a CAD layer/level designated as "road"; and,
 - c. Line work that reflects the ties and inverses for the Survey Control Monuments shown on the face of the Plat shall be shown on a CAD layer/level designated as "control"; and,
3. All information within the electronic file shall be oriented and scaled to Grid per the Idaho State Plane Coordinate System, Central Zone, NAD1983 (1992), U.S. Survey Feet, using the Blaine County Survey Control Network. Electronic CAD files shall be submitted in a ".dwg", ".dgn" or ".shp" format and shall be submitted digitally to the City on a compact disc. When the endpoints of the lines submitted are indicated as coincidental with another line, the CAD line endpoints shall be separated by no greater than 0.0001 drawing units.
4. The applicant shall provide a copy of the recorded Final Plat and the associated condominium owners' documents to the Planning and Building Department for the official file on the application.
5. The Final Plat mylar shall contain all items required under Title 50, Chapter 13, Idaho Code as well as all items required pursuant to KMC §16.04.030J including certificates and signatures.
6. All governing ordinances, requirements, and regulations of the Fire Department (2012 International Fire Code and local Fire Protection Ordinance No.1125), Building Department (2012 International Building Code, the 2012 International Residential Code, and Title 15 of Ketchum Municipal Code), Utilities Department, Street Department (Title 12 of Ketchum Municipal Code), and the City Engineer shall be met.

Findings of Fact **adopted** this 2nd day of December 2019

Neil Bradshaw, Mayor

Attest:

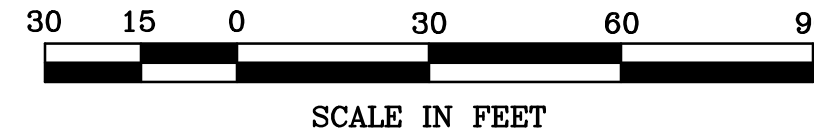
Robin Crotty, City Clerk

A PLAT SHOWING UNIT 1A & 2A, FISHER CONDOMINIUMS

WHEREIN A PORTION OF THE COMMON AREA IN THE BASEMENT OF THE EXISTING BUILDING BECOMES
EXCLUSIVE LIMITED COMMON AREA FOR UNIT 2A OF FISHER CONDOMINIUMS
LOCATED WITHIN SECTION 18, T.4 N., R.18E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

SEPTEMBER 2019

SCALE: 1" = 30'

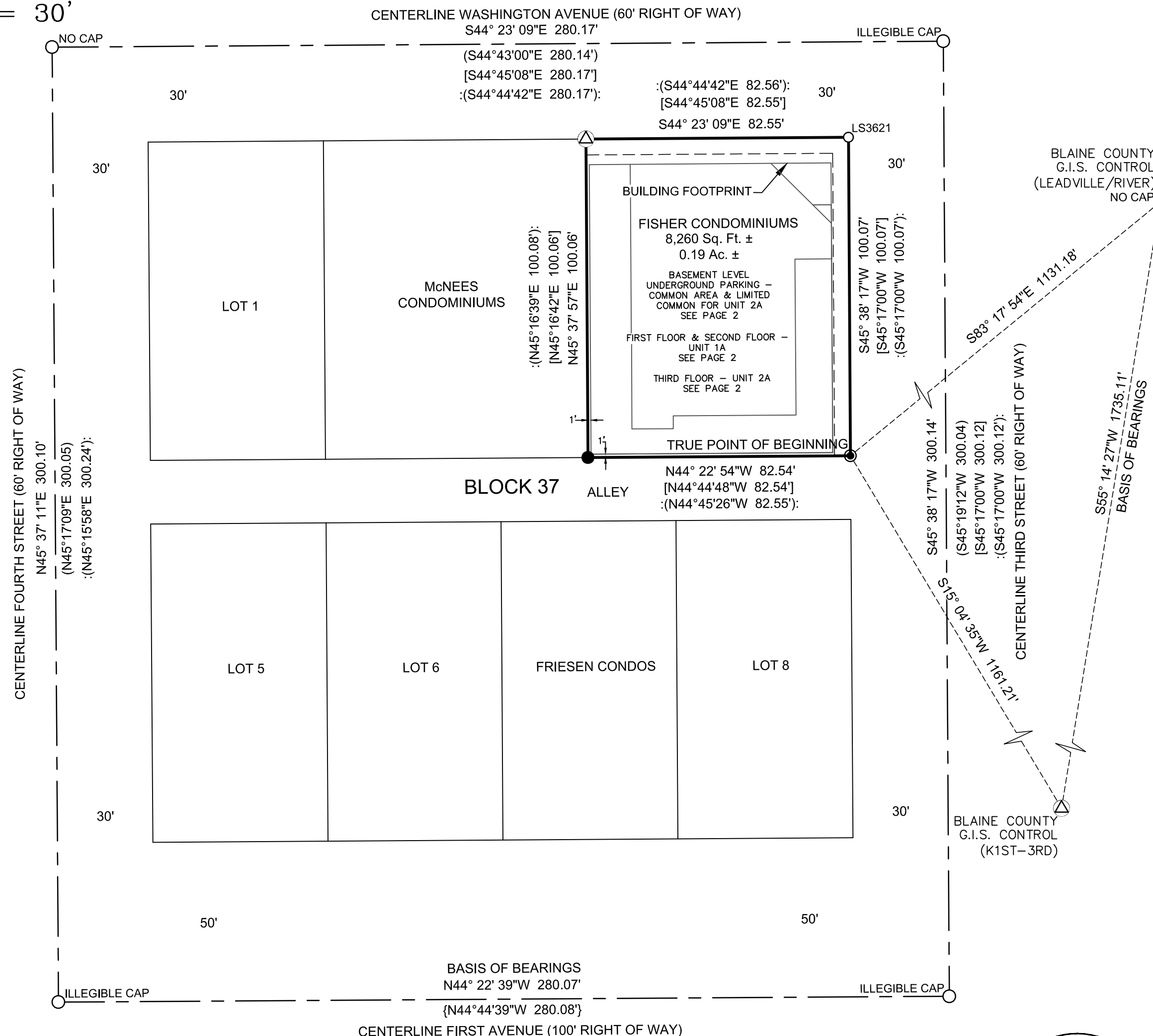


LEGEND

- Property Boundary
- Adjoining Lot Line
- - - - Right of Way Centerline
- - - - 5' Public Utility Easement
- Building Footprint
- - - - GIS Tie Line
- Found 1/2" Rebar
- Found 5/8" Rebar
- △ Found Aluminum Cap on 5/8" Rebar
- △ Calculated Point, Nothing Set
- Set 5/8" Rebar, P.L.S. 16670
- ⊙ Set Magnetic Nail & Washer, PLS 16670, in Concrete
- () McNees Condominiums, Instrument Number 268454
- [] Fisher Condominiums, Instrument Number 411821
- { } Friesen Condominiums, Instrument Number 398688
- (:) Replat of Lot 4 and a Portion of Lot 3, Block 37, Ketchum Townsite, Instrument Number 268454

SURVEY NARRATIVE & NOTES

1. The Boundary information shown is based on Found Centerline and Found Lot Corner Monuments and the recorded plat of Fisher Condominiums, Instrument Number 411821. All found monuments have been accepted. The missing property corners in the alley were reset based on proportioning record distances from found centerline monuments. Additional documents used during this survey include; the referenced documents listed in the legend and the Village of Ketchum, Instrument Number 302967, records of Blaine County, Idaho. Refer to plat notes, conditions, covenants, and restrictions on the original plat of Fisher Condominiums.
2. Areas of "Common" or "Limited Common" are shown by diagram.
3. Horizontal plans of condominium units are the top of subfloor and bottom of the finished ceilings.
4. Vertical planes of condominiums units are the interior side walls.
5. Elevations shown hereon are based on the Finish Floor of Unit 1 Main Floor being at 5898.7', being the same as shown on the previous Fisher Condominiums plat, to stay consistent.
6. All decks are limited common area.
7. A Lot Book Guarantee for Unit 2 and the Common Area of Fisher Condominiums has been issued by Stewart Title Guaranty Company, File Number 19330029, Date of Guarantee of March 8, 2019. Certain information contained in said title policy may not appear on this map or may affect items shown hereon. It is the responsibility of the owner or agent to review said title policy.
8. Property shown hereon is subject to terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided by applicable condominium law or the Condominium Declaration, Articles of Incorporation and By-laws for the Unit 1A & 2A, Fisher Condominiums, recorded under Instrument Number _____, records of Blaine County, Idaho.



CERTIFICATE OF SURVEYOR

I hereby certify that I am a Registered Land Surveyor in the State of Idaho and that this map is a true and accurate representation of a survey done under my direct supervision.



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

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

Date _____ South Central Public Health District

A PLAT SHOWING
UNIT 1A & 2A, FISHER CONDOMINIUMS

GALENA ENGINEERING, INC.
HAILEY, IDAHO

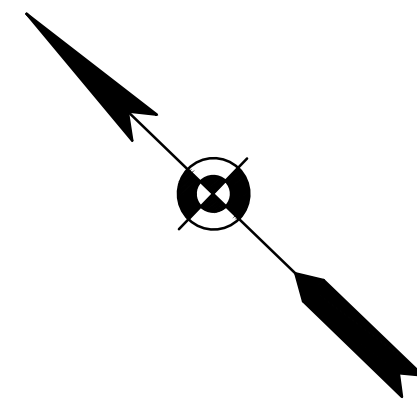
SHEET 1 OF 3

Job No. 4520-02

A PLAT SHOWING UNIT 1A & 2A, FISHER CONDOMINIUMS

WHEREIN A PORTION OF THE COMMON AREA IN THE BASEMENT OF THE EXISTING BUILDING BECOMES
EXCLUSIVE LIMITED COMMON AREA FOR UNIT 2A OF FISHER CONDOMINIUMS
LOCATED WITHIN SECTION 18, T.4 N., R.18E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

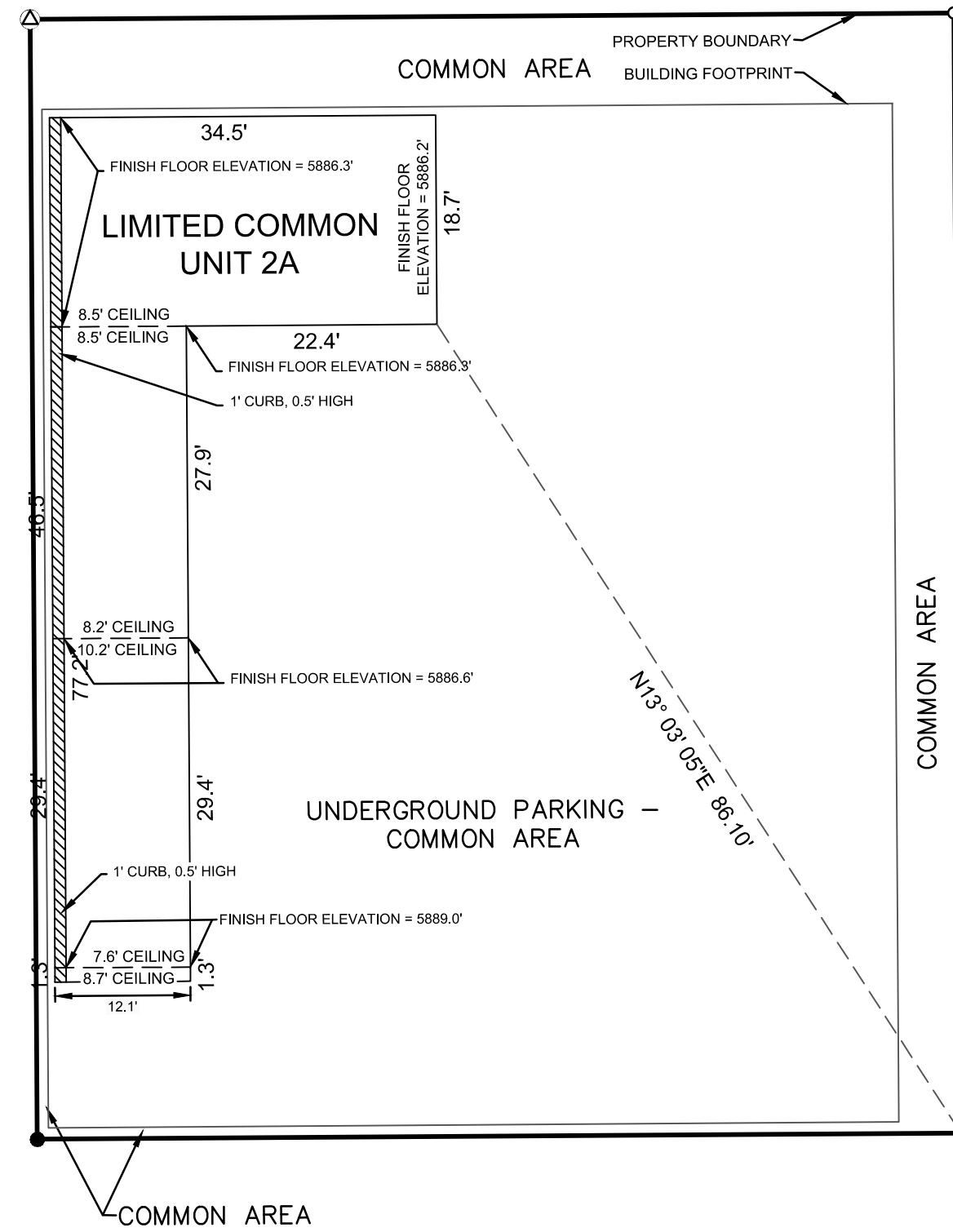
SEPTEMBER 2019



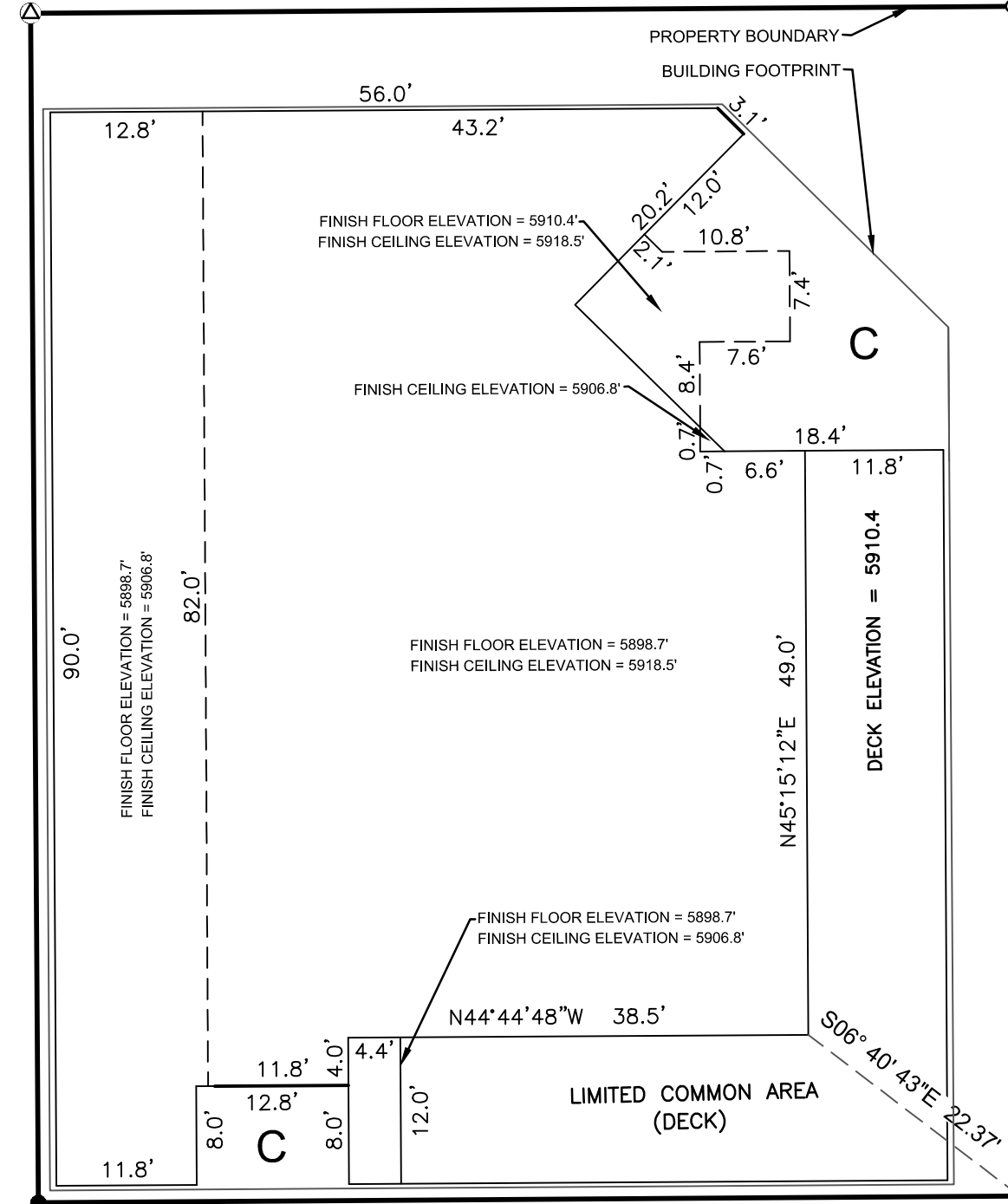
NOT TO SCALE

LEGEND

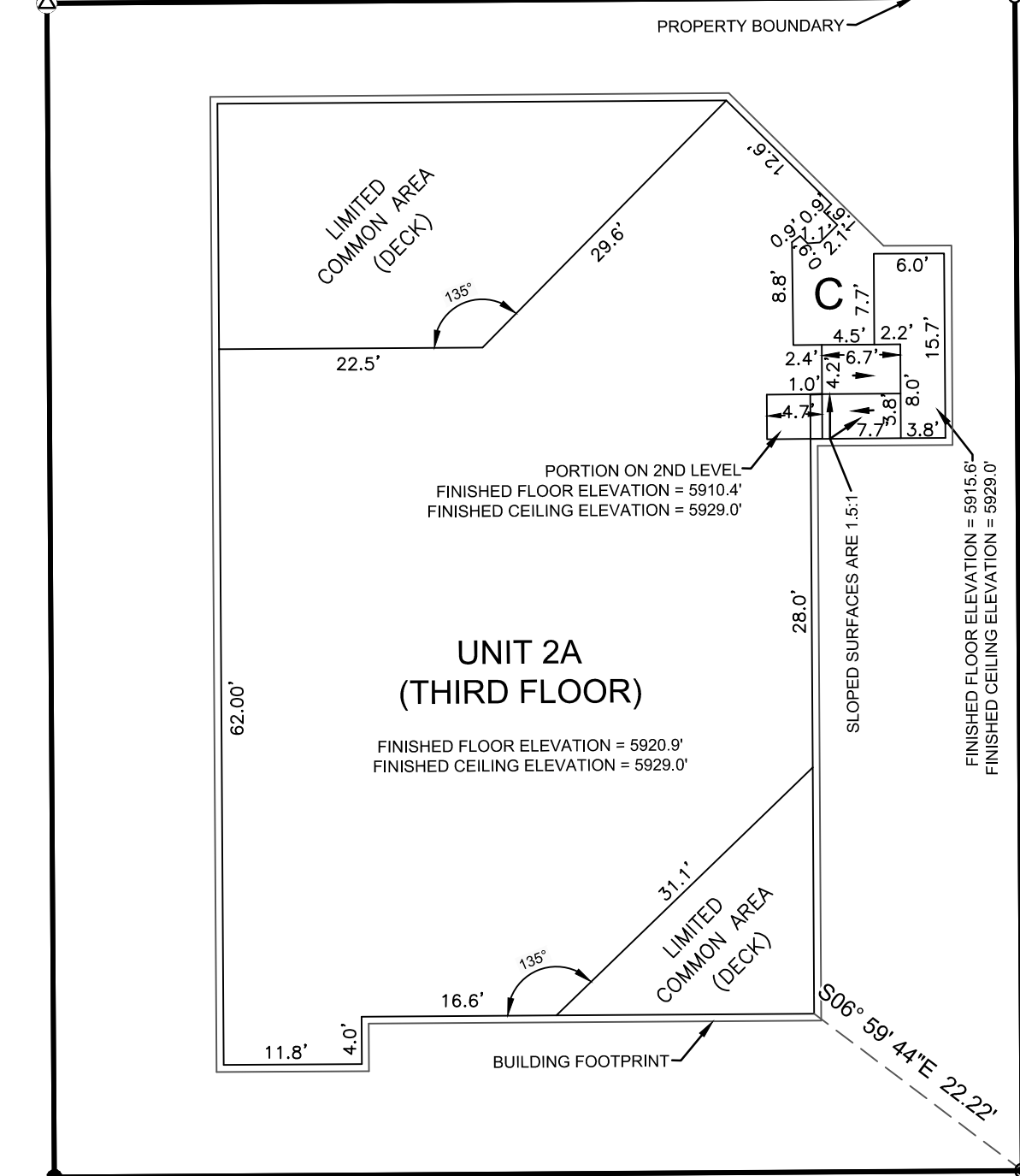
- Property Boundary
- Unit Boundary
- Building Footprint
- Unit Tie Line
- C Common Area



BASEMENT LEVEL



1ST & 2ND LEVEL



THIRD FLOOR

NOTES

1. In interpreting the declaration, plat or plats, and deeds, the existing physical boundaries of the unit as originally constructed, or reconstructed in lieu thereof, shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed or depicted in the declaration, plat or plats, and/or deeds, regardless of settling or lateral movement of the building and regardless of minor variances between boundaries shown in the declaration, plat or plats, and/or deeds, and the actual boundaries of the units in the buildings.
2. Horizontal or sloping planes shown hereon are top of finished subfloor and bottom of finished ceiling; vertical planes are finished surfaces of interior walls. Some structural members extend into units, limited common areas and parking spaces.
3. Consult the condominium declarations for the definition of common and limited common area.
4. All area outside of units that is not designated as limited common is common area. Areas of "common" or "limited common" are shown by diagram.
5. Building ties are to the interior corners of unit walls.
6. Utility easements necessary to allow for access and maintenance of utilities serving units other than the unit they are located in are hereby granted by this plat.
7. Foundations, columns, girders, beams, supports, perimeter and supporting walls, chimneys, chimney chases, roofs, balconies, windows, entrances and exits, and the mechanical installations consisting of the equipment and materials making up any central services such as power, light, gas, hot and cold water, sewer, cable television, and heating and central air conditioning which exist for use by one or more of the units, including pipes, vents, ducts, flues, cable conduits, wires, telephone wire, and other similar utility installations used in connection therewith, whether located exclusively within the boundaries of any unit or units or not, are common area.

CERTIFICATE OF SURVEYOR

I hereby certify that I am a Registered Land Surveyor in the State of Idaho and that this map is a true and accurate representation of a survey done under my direct supervision.



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

A PLAT SHOWING
UNIT 1A & 2A, FISHER CONDOMINIUMS

GALENA ENGINEERING, INC.
HAILEY, IDAHO

SHEET 2 OF 3

Job No. 4520-02

CERTIFICATE OF OWNERSHIP

This is to certify that the undersigned are the owners in fee simple of the following described parcels of land: Parcels of land located in Section 18, Township 4 North, Range 18 East, Boise Meridian, City of Ketchum, Blaine County, Idaho; more particularly described as follows:

Condominium Units 1 & 2 of Fisher Condominiums, Blaine County, Idaho, according to the official plat thereof, recorded as Instrument Number 411821, and as defined and described in that Condominium Declaration for Fisher Condominiums, recorded as Instrument Number 411820, records of Blaine County, Idaho, and Common Area of Fisher Condominiums, Blaine County, Idaho, according to the official plat thereof, recorded as Instrument Number 411821, and as defined and described in that Condominium Declaration for Fisher Condominiums, recorded as Instrument Number 411820, records of Blaine County, Idaho,

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

It is the intent of the owners to hereby include said land in this plat.

George B. Fisher, IV, and Sandra York Fisher, husband and wife
(As to Unit 2 of Fisher Condominiums and 25% of Common Area)

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss

On this _____ day of _____, 2019, before me, a Notary Public in and for said State, personally appeared George B. Fisher, IV, and Sandra York Fisher, husband and wife, known or identified to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

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

Notary Public in and for said State
Residing in _____
My Commission Expires _____

George B. Fisher, LLC, an Idaho Limited Liability Company (As to Unit 1 and 75% of Common Area)
Its: Member

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss

On this _____ day of _____, 2019, before me, a Notary Public in and for said State, personally appeared George B. Fisher, IV, known or identified to me to be a member of the limited liability company that executed the foregoing instrument, and acknowledged to me that such limited liability 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 in and for said State
Residing in _____
My Commission Expires _____

SURVEYOR'S CERTIFICATE

I, Mark E. Phillips, a duly Licensed Professional Land Surveyor in the State of Idaho, do hereby certify that this plat is a true and accurate map of the land and points surveyed under my direct supervision and that it is in accordance with the Idaho State Code relating to Plats, Surveys, and the Corner Perpetuation and Filing Act, 55-1601 through 55-1612.

Mark E. Phillips, P.L.S. 16670



BLAINE COUNTY SURVEYOR'S APPROVAL

I, Sam Young, County Surveyor for Blaine County, Idaho, do hereby certify that I have checked the foregoing Plat and computations for making the same and have determined that they comply with the laws of the State of Idaho relating to Plats and Surveys

Sam Young, P.L.S. 11577
Blaine County Surveyor

KETCHUM CITY ENGINEER'S APPROVAL

The foregoing plat was approved by _____, City Engineer for the City of Ketchum on this _____ day of _____, 2019.

City Engineer

KETCHUM CITY COUNCIL'S APPROVAL

The foregoing plat was approved by the City Council of Ketchum on this on this _____ day of _____, 2019.

City Clerk

BLAINE COUNTY TREASURER'S APPROVAL

I, the undersigned County Treasurer in and for Blaine County, State of Idaho per the requirements of Idaho Code 50-1308, do hereby certify that any and all current and/or delinquent county property taxes for the property included in this subdivision have been paid in full. This certification is valid for the next thirty (30) days only.

Blaine County Treasurer

Date

BLAINE COUNTY RECORDER'S CERTIFICATE

A PLAT SHOWING
UNIT 1A & 2A, FISHER CONDOMINIUMS

GALENA ENGINEERING, INC.
HAILEY, IDAHO

SHEET 3 OF 3

Job No. 4520-02



City of Ketchum

December 2, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Hold a Public Hearing and Approve the Doughty Lot Line Shift Final Plat

Recommendation and Summary

Staff recommends the Ketchum City Council hold a public hearing and approve the Lot Line Shift Subdivision Final Plat submitted by Sean Flynn PE of Galena Engineering on behalf of property owners Joyce and Roger Doughty (Lot 10) and Charles Edward Stuhlberg Trust (Lot 11) to move the interior lot line shared by the subject properties.

Recommended Motion: "I move to approve the Doughty Lot Line Shift Final Plat with conditions 1-8."

The reasons for the recommendation are as follows:

- The request to subdivide meets all applicable standards for Condominium Final Plats contained in Ketchum Municipal Code's Subdivision (Title 16) regulations.
- Both lots will continue to meet all applicable zoning and subdivision standards including, but not limited to, minimum lot size, setbacks, and building coverage standards for the GR-L zone.
- All city departments have reviewed the proposal and have no issue with the proposed lot line shift.

Analysis

Lots 10 and 11 of Golfview Subdivision are located on Stirrup Lane and abut the Big Wood Golf Course. Golfview Subdivision was platted in the early 1970s and all infrastructure and public improvements in the subdivision are complete.

Both Lot 10 and Lot 11 are developed with single-family residences. The owners wish to readjust their shared interior lot line, moving the lot line several feet northward (closer to Lot 11). This action will result in Lot 11 gaining slightly more square footage and Lot 10 losing some square footage. However, the resulting Lots 10A and 11A will both continue to meet the dimensional standards for setbacks, building coverage, and so forth as required by the zoning code.

The hearing for this action was properly noticed and no public comment has been received as of November 26, 2019.

Financial Impact

None

Attachments

Lot 10A and 11A, Golfview Subdivision, Final Plat
Draft Findings of Fact, Conclusions of Law, and Decision

A LOT LINE SHIFT PLAT SHOWING LOTS 10A & 11A, GOLFVIEW SUBDIVISION NO. 1

WHEREIN THE LOT LINE BETWEEN LOT 10 & 11 IS SHIFTED, CREATING LOTS 10A & 11A

LOCATED WITHIN

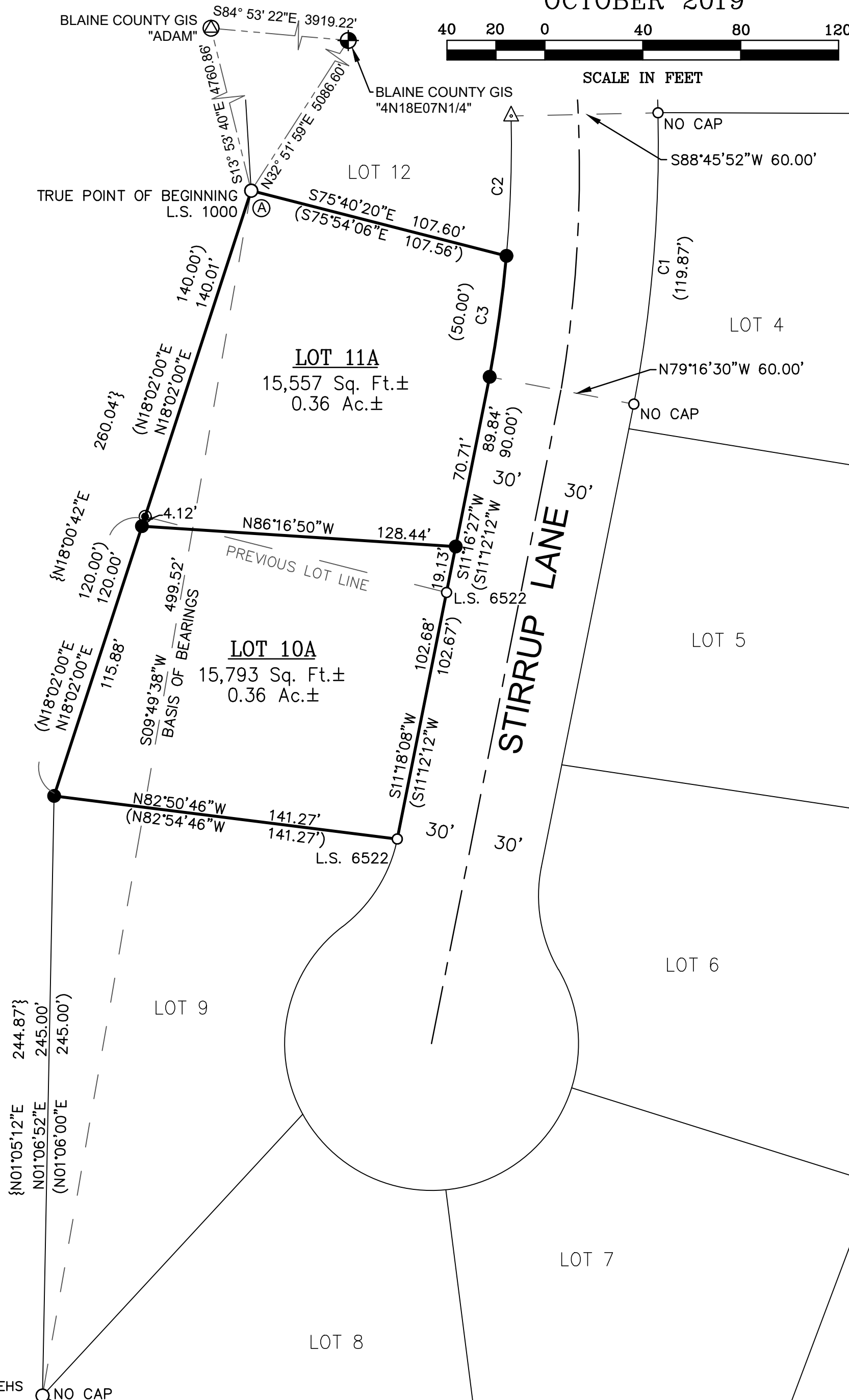
SECTION 12, T.4 N., R.17 E., B.M., BLAINE COUNTY, IDAHO,
AND SECTION 7, T.4 N., R.18 E., B.M., BLAINE COUNTY, IDAHO

OCTOBER 2019



SCALE: 1" = 40'

BLOCK 11
BIGWOOD PUD SUBDIVISION
(GOLF COURSE OPEN SPACE)



LEGEND

- Property Line
- Adjoiners Lot Line
- - - Centerline of Right of Way
- Previous Property Line
- - - Survey Tie Line
- - - GIS Tie Line
- Found 5/8" Rebar
- Found 1/2" Rebar
- ⊙ Found Nail & Tag P.L.S. 16670
- ⊙ Found Aluminum Cap on 5/8" Rebar
- ⊙ Found Brass Cap on 2 1/2" Galvanized Pipe
- Set 5/8" Rebar P.L.S. 16670
- △ Calculated Point (Nothing Set)
- () Record Bearing & Distance, Golf View Subdivision No. 1, Instrument Number 166344
- { } Record Bearing & Distance, Bigwood PUD Subdivision, Instrument Number 270981

Curve Table						
Curve	Length	Radius	Delta	Tangent	Chord	Chord Direction
C1	119.62'	573.03'	11° 57' 38"	60.03'	119.40'	N04° 44' 41"E
C2	57.19'	513.03'	6° 23' 12"	28.62'	57.16'	N01° 57' 28"E
C3	49.91'	513.03'	5° 34' 26"	24.97'	49.89'	N07° 56' 18"E

SURVEY NARRATIVE & NOTES

1. The purpose of this survey is to shift the lot line between Lot 10 & Lot 11, creating Lots 10A & 11A as shown hereon, and show the monuments found and set during the boundary retracement of Lots 10 & 11, Golfview Subdivision No. 1, Instrument Number 166344, records of Blaine County, Idaho. The Boundary shown is based on found lot corner monuments, and the above referenced plat. The Basis of Bearings is the Plat of Golfview Subdivision No. 1. All found monuments have been accepted. Refer to the Record of Survey showing Lot 10, Golfview Subdivision No. 1, Instrument Number 662538, records of Blaine County, Idaho, for Lot 10 boundary resolution information. The missing property corners on Lot 11A were reset using the found monuments on the Easterly Right of Way of Stirrup Lane, offsetting this curve the 60' Right of Way distance, proportioning record curve information, and checking against turning the record angle at point A and intersecting with the Westerly Right of Way of Stirrup Lane. The improvements observed on Lot 10 by Lot 11, at the time the Record of Survey was recorded, are now completely included in Lot 11A, resolving previous encroachment issues. Refer to the Plat Notes, Conditions, Covenants, and Restrictions on Original Plat. Additional documents used in the course of this survey include Bigwood PUD Subdivision, Instrument Number 270981, records of Blaine County, Idaho.
2. This survey does not purport to reflect any of the following which may be applicable to subject real property: natural hazards, encroachments, wetlands, easements, building setbacks, restrictive covenants, subdivision restrictions, zoning or any other land-use regulations.
3. Galena Engineering Inc. has not received a Title Policy from the client and has not been requested to obtain one. Relevant information that may be contained within a Title Policy may therefore not appear on this map and may affect items shown hereon. It is the responsibility of the client to determine the significance of the Title Policy information and determine whether it should be included. If the client desires this information to be included they must furnish said information to Galena Engineering, Inc. and request it be added to this map.
4. All lots have a 5' utility easement along Stirrup Lane per plat of Golfview Subdivision No. 1.

CERTIFICATE OF SURVEYOR

I hereby certify that I am a Registered Land Surveyor in the State of Idaho and that this map is a true and accurate representation of a survey done under my direct supervision.



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

A LOT LINE SHIFT PLAT FOR
LOTS 10A & 11A
GOLFVIEW SUBDIVISION NO. 1

GALENA ENGINEERING, INC.
HAILEY, IDAHO

SHEET 1 OF 2

Job No. 7755

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

Date _____

South Central District Health Dept., EHS



City of Ketchum
Planning & Building

IN RE:)
)
Doughty Lot Line Shift) KETCHUM CITY COUNCIL
Readjustment of Lot Lines Final Plat) FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
Date: December 2, 2019) DECISION
)
)
File Number: 19-115)

PROJECT: Doughty Lot Line Shift

APPLICATION TYPE: Readjustment of Lot Lines Final Plat

FILE NUMBER: P19-115

ASSOCIATED PERMITS: None

PROPERTY OWNER: Joyce and Roger Doughty (Lot 10) and Charles Edward Stuhlberg Trust (Lot 11)

REPRESENTATIVE: Sean Flynn PE, Galena Engineering

REQUEST: Final Plat readjust the interior property line shared by the two subject properties

LOCATION: 120 Stirrup Lane (Lot 10, Golf View Subdivision) and 114 Stirrup Lane (Lot 10, Golf View Subdivision)

ZONING: General Residential – Low Density (GR-L)

OVERLAY: None

NOTICE: A public hearing notice was mailed to all property owners within 300 ft of the development site and political subdivisions on November 13th, 2019. The public hearing notice was published in the Idaho Mountain Express on November 13th, 2019.

Findings Regarding Development Applications Filed

Owners of the subject properties Lot 10 and Lot 11 of Golfview Subdivision have applied for a Readjustment of Lot Lines (lot line shift) to move the interior lot line that is shared by both parcels. Golfview Subdivision was platted in 1972 and all infrastructure and public improvements have been completed. Both lots are currently developed with single family residences.

Lot 10 is currently 14,823 square feet and Lot 11 is currently 16,478 square feet. The lot line shift will move the interior property line northward resulting in a Lot 10A that is 15,893 square feet and a Lot 11A that is 15,557 square feet.

Both lots 10A and Lot 11A will conform to zoning regulations in terms of minimum lot size, setbacks, and lot coverages for the GR-L zoning district. The interior lot line will move closer to the existing residence on Lot 11, but a setback exceeding 15' will be maintained.

Findings Regarding City Department Comments

All City Department have reviewed the proposal and have no comment.

Findings Regarding Condominium Subdivision Procedure (KMC §16.04.070)

All land subdivisions in the City of Ketchum are subject to the standards contained in Ketchum, Municipal Code, Title 16, Subdivision. Many standards are related to the design and construction of multiple new lots that will form new blocks and infrastructure, such as streets that will be dedicated to and maintained by the City. The standards for certain improvements (KMC §16.04.040) including street, sanitary sewage disposal, planting strip improvements are not applicable to the subject project as the subdivision is existing and the application proposes only to move an existing interior lot line shared between the two subject properties. As conditioned, the request to subdivide meets all applicable standards for Condominiums Preliminary Plats contained in Ketchum Municipal Code's Subdivision (Title 16) and Zoning (Title 17) regulations.

Table 1: Findings Regarding Final Plat Requirements

Compliant			Final Plat Requirements	
			Standards and City Council Findings	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K	<p>Contents Of Final Plat: The final plat shall be drawn at such a scale and contain such lettering as to enable same to be placed upon sheets of eighteen inch by twenty four inch (18" x 24") Mylar paper with no part of the drawing nearer to the edge than one-half inch (1/2"), and shall be in conformance with the provisions of title 50, chapter 13, Idaho Code. The reverse side of such sheet shall not be used for any portion of the drawing, but may contain written matter as to dedications, certificates, signatures, and other information. The contents of the final plat shall include all items required under title 50, chapter 13, Idaho Code, and also shall include the following:</p> <p><i>City Council Findings</i> The mylar paper shall be prepared following Ketchum City Council review and approval of the Final Plat application and shall meet these standards.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.1	<p>Point of beginning of subdivision description tied to at least two (2) governmental survey corners, or in lieu of government survey corners, to monuments recognized by the city engineer.</p> <p><i>City Council Findings</i> This standard has been met.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.2	<p>Location and description of monuments.</p> <p><i>City Council Findings</i> This standard has been met.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.3	<p>Tract boundary lines, property lines, lot lines, street right of way lines and centerlines, other rights of way and easement lines, building envelopes as required on the preliminary plat, lot area of each lot, boundaries of floodplain and floodway and avalanche district, all with bearings, accurate dimensions in feet and decimals, in degrees and minutes and radii, arcs, central angles, tangents and chord lengths of all curves to the above accuracy.</p> <p><i>City Council Findings</i> This standard has been met.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.4	<p>Names and locations of all adjoining subdivisions.</p> <p><i>City Council Findings</i> The adjacent Bigwood PUD Subdivision has been noted on the plat.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.5	<p>Name and right of way width of each street and other public rights of way.</p> <p><i>City Council Findings</i> This standard has been met.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.6	<p>Location, dimension and purpose of all easements, public or private.</p> <p><i>City Council Findings</i> No easements exist and no easements are proposed.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.7	<p>The blocks numbered consecutively throughout each block.</p> <p><i>City Council Findings</i> This standard does not apply as no new blocks are proposed. The proposal consists of subdividing a multi-family residential development currently under construction and nearing completion.</p>

				<i>one condominium unit and common area.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.8	The outline of any property, other than a street, alley or easement, which is offered for dedication to public use, fully dimensioned by distances and bearings with the area marked "Dedicated to the City of Ketchum for Public Use", together with any other descriptive language with regard to the precise nature of the use of the land so dedicated.
			City Council Findings	<i>N/A as no dedications have been proposed are required; this is a readjustment of line lines within an existing, developed subdivision.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.9	The title, which shall include the name of the subdivision, the name of the city, if appropriate, county and state, and the location and description of the subdivision referenced to section, township, range.
			City Council Findings	<i>This standard has been met. The name of the proposed subdivision is "A Lot Line Shift Plat Showing Lots 10A and 11A, Golfview Subdivision No. 1"</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.10	Scale, north arrow and date.
			City Council Findings	<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.11	Location, width, and names of all existing or dedicated streets and other public ways within or adjacent to the proposed subdivision
			City Council Findings	<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.12	A provision in the owner's certificate referencing the county recorder's instrument number where the condominium declaration(s) and/or articles of incorporation of homeowners' association governing the subdivision are recorded.
			City Council Findings	<i>As conditioned, this standard will be met prior to recordation of the Final Plat. The applicant shall include a provision in the owner's certificate referencing the county recorder's instrument number where the article of incorporation of the homeowners' association governing the subdivision are recorded.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.13	Certificate by registered engineer or surveyor preparing the map certifying to the accuracy of surveying plat.
			City Council Findings	<i>As conditioned, this standard will be met prior to recordation of the Final Plat. The signature block page shall include the surveyor's certification.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.14	A current title report of all property contained within the plat.
			City Council Findings	<i>This standard has been met. A title report and warranty deed were submitted with the application.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.15	Certification of owner(s) of record and all holders of security interest(s) of record with regard to such property.
			City Council Findings	<i>As conditioned, this standard will be met prior to recordation of the Final Plat. The signature block page shall include a certificate of ownership and associated acknowledgement from all owners and holders of security interest with regard to the subject property, which shall be signed following Ketchum City Council review and approval of the application and prior to recordation of the Final Plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.16	Certification and signature of engineer (surveyor) verifying that the subdivision and design standards meet all city requirements.
			City Council Findings	<i>As conditioned, this standard will be met prior to recordation of the Final Plat. The signature block page shall include the certification and signature of the surveyor verifying that the subdivision and design standards meet all City requirements.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.17	Certification and signature of the city engineer verifying that the subdivision and design standards meet all city requirements.
			City Council Findings	<i>As conditioned), this standard will be met prior to recordation of the Final Plat. The signature block page shall include the City Engineer's approval and verification that the subdivision and design standards meet all City requirements.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.18	Certification and signature of the city clerk of the city of Ketchum verifying that the subdivision has been approved by the council.
			City Council Findings	<i>As conditioned, this standard will be met prior to recordation of the Final Plat. The signature block page shall include the certification and signature of a Planning and Building staff person that all municipal code standards have been met and the City Clerk will attest.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.19	Notation of any additional restrictions imposed by the council on the development of such subdivision to provide for the public health, safety and welfare.
			City Council Findings	<i>N/A.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.L	Final Plat Copies: Both a hard copy and a digital copy of the final plat shall be filed with the

				administrator prior to being placed upon the Council's agenda. A digital copy of the final plat as approved by the council and signed by the city clerk shall be filed with the administrator and retained by the city. The. Applicant shall also provide the city with a digital copy of the recorded document with its assigned legal instrument number.
			City Council Findings	<i>This standard has been met.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.A	Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city.
			City Council Findings	<i>No new improvements are required as this is a readjustment of an interior lot line within an existing, developed subdivision.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.B	Improvement Plans: Prior to approval of final plat by the Council, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.
			City Council Findings	N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.C	Performance Bond: Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather, factors beyond the control of the subdivider, or other conditions as determined acceptable at the sole discretion of the city, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be two years or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.
			City Council Findings	N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.D	As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.
			City Council Findings	N/A
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.E	Monumentation: Following completion of construction of the required improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows: <ol style="list-style-type: none"> 1. All angle points in the exterior boundary of the plat. 2. All street intersections, points within and adjacent to the final plat. 3. All street corner lines ending at boundary line of final plat. 4. All angle points and points of curves on all streets. 5. The point of beginning of the subdivision plat description.
			City Council Findings	<i>The applicant shall meet the required monumentation standards prior to recordation of the Final Plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.F	Lot Requirements: <ol style="list-style-type: none"> 1. Lot size, width, depth, shape and orientation and minimum building setback lines shall be in compliance with the zoning district in which the property is located and compatible with

			<p>location of the subdivision and the type of development, and preserve solar access to adjacent properties and buildings.</p> <p>2. Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contains land with a slope in excess of twenty five percent (25%), based upon natural contours, or creates corner lots at the intersection of two (2) or more streets, building envelopes shall be shown for the lot(s) so affected on the preliminary and final plats. The building envelopes shall be located in a manner designed to promote harmonious development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. Also, building envelopes shall be located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, watercourses and topographical features. Structures may only be built on buildable lots. Lots shall only be created that meet the definition of "lot, buildable" in section 16.04.020 of this chapter. Building envelopes shall be established outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following:</p> <ol style="list-style-type: none"> For lot line shifts of parcels that are entirely within slopes of twenty five percent (25%) or greater to create a reasonable building envelope, and mountain overlay design review standards and all other city requirements are met. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section. <p>3. Corner lots outside of the original Ketchum Townsite shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use.</p> <p>4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.</p> <p>5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts.</p> <p>6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat. Minimum lot sizes in all cases shall be reversed frontage lot(s).</p>
		City Council Findings	<i>Standard 1 has been met. Standards 2-6 are N/A.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>16.04.040.G</p> <p>G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</p> <ol style="list-style-type: none"> No block shall be longer than one thousand two hundred feet (1,200'), nor less than four hundred feet (400') between the street intersections, and shall have sufficient depth to provide for two (2) tiers of lots. Blocks shall be laid out in such a manner as to comply with the lot requirements. The layout of blocks shall take into consideration the natural topography of the land to promote access within the subdivision and minimize cuts and fills for roads and minimize adverse impact on environment, watercourses and topographical features. Except in the original Ketchum Townsite, corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.
		City Council Findings	<i>This application does not create a new block. This requirement is not applicable.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>16.04.040.H</p> <p>Street Improvement Requirements:</p> <ol style="list-style-type: none"> The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land; All streets shall be constructed to meet or exceed the criteria and standards set forth in chapter 12.04 of this code, and all other applicable ordinances, resolutions or regulations of the city or any other governmental entity having jurisdiction, now existing or adopted, amended or codified; Where a subdivision abuts or contains an existing or proposed arterial street, railroad or limited access highway right of way, the council may require a frontage street, planting strip, or similar design features; Streets may be required to provide access to adjoining lands and provide proper traffic

			<p>circulation through existing or future neighborhoods;</p> <p>5. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven percent (7%) so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing;</p> <p>6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated;</p> <p>7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended;</p> <p>8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;</p> <p>9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);</p> <p>10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;</p> <p>11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;</p> <p>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</p> <p>13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the County Assessor's office before submitting same to council for preliminary plat approval;</p> <p>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</p> <p>15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;</p> <p>16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;</p> <p>17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement;</p> <p>18. Street lighting shall be required consistent with adopted city standards and where designated shall be installed by the subdivider as a requirement improvement;</p> <p>19. Private streets may be allowed upon recommendation by the commission and approval by the Council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section and chapter 12.04 of this code;</p> <p>20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the Administrator and shall be consistent with the type and design of existing street signs elsewhere in the City;</p> <p>21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by the subdivider. Such construction or improvement shall be in accordance with adopted standard specifications;</p> <p>22. Sidewalks, curbs and gutters shall be required consistent with adopted city standards and where designated shall be a required improvement installed by the subdivider;</p> <p>23. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights-of-way unless approved by the City Council; and</p> <p>24. No new public or private streets or flag lots associated with a proposed subdivision (land, planned unit development, townhouse, condominium) are permitted to be developed on parcels within the Avalanche Zone.</p>
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			City Council Findings	<i>This proposal does not create new street, private road, or bridge.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.I	Alley Improvement Requirements: Alleys shall be provided in, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead end alleys shall be permitted only within the original Ketchum Townsite and only after due consideration of the interests of the owners of property adjacent to the dead-end alley including, but not limited to, the provision of fire protection, snow removal and trash collection services to such properties. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.
			City Council Findings	<i>This proposal does not create a new alley and an alley is not required.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J	<p>Required Easements: Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.</p> <p>1. A public utility easement at least ten feet (10') in width shall be required within the street right-of-way boundaries of all private streets. A public utility easement at least five feet (5') in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the City Engineer to be necessary for the provision of adequate public utilities.</p> <p>2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse.</p> <p>3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the Council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the Council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision.</p> <p>4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion.</p> <p>5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.</p> <p>6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the City.</p>
			City Council Findings	<i>N/A</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.K	Sanitary Sewage Disposal Improvements: Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the City Engineer, Council and Idaho Health Department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho Department of Health and the Council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the Council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety and welfare.
			City Council	<i>N/A</i>

			Findings	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.L	Water System Improvements: A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the City under the supervision of the Ketchum Fire Department and other regulatory agencies having jurisdiction. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall be permitted. All water systems shall be connected to the Municipal water system and shall meet the standards of the following agencies: Idaho Department of Public Health, Idaho Survey and Rating Bureau, District Sanitarian, Idaho State Public Utilities Commission, Idaho Department of Reclamation, and all requirements of the City.
			City Council Findings	N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.M	Planting Strip Improvements: Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.
			City Council Findings	N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.N	<p>Cuts, Fills, And Grading Improvements: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following:</p> <ol style="list-style-type: none"> 1. A preliminary soil report prepared by a qualified engineer may be required by the commission and/or Council as part of the preliminary plat application. 2. Preliminary grading plan prepared by a civil engineer shall be submitted as part of all preliminary plat applications. Such plan shall contain the following information: <ol style="list-style-type: none"> a. Proposed contours at a maximum of five foot (5') contour intervals. b. Cut and fill banks in pad elevations. c. Drainage patterns. d. Areas where trees and/or natural vegetation will be preserved. e. Location of all street and utility improvements including driveways to building envelopes. f. Any other information which may reasonably be required by the Administrator, commission or Council to adequately review the affect of the proposed improvements. 3. Grading shall be designed to blend with natural landforms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways. 4. Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for open space for the benefit of future property owners within the subdivision. 5. Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction. Until such times as such revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion. 6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply: <ol style="list-style-type: none"> a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability. b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHO T99 (American Association of State Highway Officials) and ASTM D698 (American Standard Testing Methods). c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability. d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or where fill slope toes out within twelve feet (12') horizontally of the top and existing or planned cut slope.

				e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.
			<i>City Council Findings</i>	N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.O	Drainage Improvements: The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the City on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders.
			<i>City Council Findings</i>	N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.P	Utilities: In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.
			<i>City Council Findings</i>	N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	Off Site Improvements: Where the off site impact of a proposed subdivision is found by the commission or Council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to final plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.
			<i>City Council Findings</i>	N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.R	Avalanche And Mountain Overlay: All improvements and plats (land, planned unit development, townhouse, condominium) created pursuant to this chapter shall comply with City of Ketchum Avalanche Zone District and Mountain Overlay Zoning District requirements as set forth in Title 17 of this Code.
			<i>City Council Findings</i>	N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.S	Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			<i>City Council Findings</i>	N/A

CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code and is required and has exercised its authority pursuant to the Local Land Use Planning Act codified at Chapter 65 of Title 67 Idaho Code and pursuant to Chapters 3, 9 and 13 of Title 50 Idaho Code to enact the Ordinances and regulations, which Ordinances are codified in the Ketchum City Code ("KMC") and are identified in the Findings of Fact and which are herein restated as Conclusions of Law by this reference and which City Ordinances govern the applicant's Condominium Subdivision Final Plat application for the development and use of the project site.
2. The Ketchum City Council has authority to hear the applicant's Readjustment of Lot Lines application pursuant to Chapter 16.04 of Ketchum Code Title 16.

3. The City of Ketchum Planning Department provided adequate notice for the review of this application.
2. The Readjustment of Lot Lines Final Plat application is governed under Sections 16.04.010, 16.04.020, 16.04.030, 16.04.040, and 16.04.060 of Ketchum Municipal Code Chapter 16.04.
3. The proposed Readjustment of Lot Lines meets the standards for Final Plats under Title 16 of Ketchum Municipal Code subject to conditions of approval.

DECISION

THEREFORE, the Ketchum City Council **approves** this Readjustment of Lot Lines Final Plat application this Monday, December 2nd, 2019 subject to the following conditions:

CONDITIONS OF APPROVAL

1. The recorded plat shall show a minimum of two Blaine County Survey Control Monuments with ties to the property and an inverse between the two monuments. The Survey Control Monuments shall be clearly identified on the face of the map.
2. An electronic CAD file shall be submitted to the City of Ketchum prior to final plat signature by the City Clerk. The electronic CAD file shall be submitted to the Blaine County Recorder’s office concurrent with the recording of the Plat containing the following minimum data:
 - a. Line work delineating all parcels and roadways on a CAD layer/level designated as “parcel”;
 - b. Line work delineating all roadway centerlines on a CAD layer/level designated as “road”; and,
 - c. Line work that reflects the ties and inverses for the Survey Control Monuments shown on the face of the Plat shall be shown on a CAD layer/level designated as “control”; and,
6. All information within the electronic file shall be oriented and scaled to Grid per the Idaho State Plane Coordinate System, Central Zone, NAD1983 (1992), U.S. Survey Feet, using the Blaine County Survey Control Network. Electronic CAD files shall be submitted in a “.dwg”, “.dgn” or “.shp” format and shall be submitted digitally to the City on a compact disc. When the endpoints of the lines submitted are indicated as coincidental with another line, the CAD line endpoints shall be separated by no greater than 0.0001 drawing units.
7. The Final Plat mylar shall contain all items required under Title 50, Chapter 13, Idaho Code as well as all items required pursuant to KMC §16.04.030J including certificates and signatures.
8. The project shall comply with all governing ordinances pertinent to the Fire Department, Planning & Building Department, Utilities Department, Street Department and Ketchum City Engineer.

Findings of Fact **adopted** this 2nd day of December 2019

Neil Bradshaw, Mayor

Attest:

Robin Crotty, City Clerk



City of Ketchum
City Hall

November 18, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Authorization to Approve Contract #20431 for Graphic Services

Recommendation and Summary

Staff is recommending Council approve Contract #20431 with Molly Snee for Graphic Services.

“I move to approve Contract #20431 with Molly Snee for Graphic Services.”

The reason for the recommendation is as follows:

- The City of Ketchum provides outreach and public information in a variety of formats.
- Graphic design services are necessary to produce outreach and informational materials.
- The city has used graphic design services since FY2015.
- The city does not have a staff person with graphic design skills.

Introduction and History

Since FY2015, the city has contracted for graphic services in order to provide a professional and consistent appearance for city business. The city does not have a member on staff with graphic skills. The services include all marketing materials for Wagon Days along with newsletters, information brochures, city promotions (jobs available, city art exhibitions, etc.), city programs (park youth programs, events, etc.), newspaper advertisements, open houses and other city business requiring outreach materials.

Following are costs for graphic services since FY2015. A progressive social media outreach campaign was incorporated into the services in FY2019, expanding the city’s audience and adding another method for communications.

FY2015	\$76,648
FY2016	\$55,822
FY2017	\$46,121
FY2018	\$55,152
FY2019	\$57,185

Analysis

On November 26, 2019, the city entered into a contract with Molly Snee for graphic services. Over the past year, Snee has developed graphics for Wagon Days and public projects including:

- Open Houses and Fair on the Square
- City Parking Brochure
- Dark Sky Brochure for Public Info Meetings
- Dark Sky Materials
- Parks Programs
- Special Event Notification Mailer
- Promote City Jobs
- Parking Lot Informational Sign
- Ketchum Arts Commission Performance Art, Brochure and Poster
- Handouts for the Public for KSAC Presentation and Planning and Building Information for Contractors
- Website Design Elements
- Fire Bond Open House Ads, Brochure, Mailer and Postcard
- Word on the Street
- City Events

Wagon Days:

- Poster Art
- Save the Date and Weekend Info Rack Cards
- Souvenir Poster
- All Advertisements including Newspaper, Social Media and Visitor Center Windows for Multiple Wagon Days Weekend Activities
- Brochure
- Detour Map
- Invitations
- Merchandise Designs

Last year, Wagon Days materials were included in the Snee contract. This resulted in significant savings allowing the Wagon Days budget to absorb rising costs for printing and advertising. A greater emphasis on social media for delivering concise information has also shown cost benefits.

Financial Impact

There is no new financial requirement for this contract. All costs will be funded through the FY20 Administrative Services Department budget.

Attachment: Contract #20431



City of Ketchum

Graphic Design Services Agreement #20431 with Molly Snee

THIS CONTRACT FOR SERVICES (“Agreement”) is entered into effective as of _____ by and between Molly Snee (“Contractor”) and the City of Ketchum (“City”), an Idaho municipal corporation (Molly Snee and City of Ketchum are, collectively, the “Parties”) with reference to the following facts:

RECITALS

The City distributes public information through various channels such as its website, newspaper, electronic newsletter, brochures, social media and Visitor Center digital screens.

The City creates marketing materials for its premier event, Wagon Days, which requires graphic design services.

Contractor has the expertise and skills necessary to design materials for the city.

City desires to retain the services of Contractor and Contractor desires to provide the services, as set forth herein for one year, beginning on the effective date of this contract.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Description of Services.** Contractor shall complete the tasks on the schedule as outlined in Addendum 1, attached hereto and incorporated herein by this reference (the “Services”).
2. **Payment for Services.** In exchange for the Services, City of Ketchum shall pay Contractor four thousand, five hundred dollars (\$4,500) to be billed at the end of each month of service.
3. **Term – Month to Month.** This Agreement shall be effective for a period of one year from the signing date of Contract unless terminated as provided herein. The Parties hereby agree that in the event City, in its sole and exclusive opinion, lacks sufficient funds to continue paying for the Services, City may terminate this Contract without penalty upon thirty (30) days written notice to the Contractor. Upon receipt of such notice, neither party shall have any further obligation to the other. In the event of such termination, Contractor shall submit a report of expenditures to the City. Any City funds not encumbered for authorized expenditures by the Contractor at the date of termination shall be refunded to City within twenty (20) days.

4. **Independent Contract/No Partnerships or Employee Relationship.**

a. By executing this Agreement, the Parties do not intend to create a partnership, joint venture, agency employee/employer relationship or any other relationship other than that of Independent Contractor. Neither Party shall have the power to bind the other in any manner whatsoever.

b. In rendering the services contemplated by this Agreement, Contractor is at all times, acting as an Independent Contractor and not as an employee of the City. Contractor shall have no rights or obligations as an employee by reason of the Agreement, and City shall not provide Contractor with any employee benefits, including without limitation, any City-sponsored retirement, vacation or health insurance program.

c. City shall not exercise any control whatsoever over the manner in which Contractor performs the obligations contemplated herein.

d. Contractor may perform services similar in nature to the services contemplated in this Agreement for other individuals and entities during the term of this Agreement.

e. Branding style created for City will remain exclusive to City.

f. City shall not withhold any local, state or federal payroll or employment taxes of any kind from any compensation paid to Contractor. Contractor hereby warrants and represents that it will pay all such employment and payroll taxes, if any, and hereby releases, holds harmless and indemnifies City and the directors, officers, members, employees and agents thereof from any and all costs, expenses or liability of any kind whatsoever that may be incurred as a result of Contractor's failure to pay such payroll or employment taxes.

5. **Assignment.** Neither Party shall assign any of its rights and/or obligations under this Agreement to any other person or entity.

6. **Representations and Warranties by Contractor.** Contractor hereby represents and warrants to City as follows:

a. Contractor has the knowledge, experience, expertise and office equipment resources necessary to promote, organize, manage, coordinate and produce materials required by City.

b. Illustration work created for City projects may be reused in the realm of social media and limited-use projects, however all illustrations remain the property of Contractor unless otherwise agreed upon.

c. 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 Idaho Code Section 74-101 *et seq.* 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 be readily identified, retrieved and made available for such inspection and copying.

7. **Default.** In the event either Party hereto defaults in its performance of any of the obligations created hereunder, the other Party may pursue any and all remedies whether at law or equity, including without limitation terminating this Agreement.
9. **Voluntary Agreement.** This Agreement is freely and voluntarily entered into by each of the Parties. The Parties acknowledge and agree that each has been represented in the negotiation of this Agreement by counsel of its own choosing or has had an opportunity and ability to obtain such representation, that it has read this Agreement, or had it read to it, that it understands this Agreement, and that it is fully aware of the contents and legal effects of this Agreement.
10. **Binding Agreement.** The provisions of this Agreement shall be binding upon, and shall obligate, extend to, and inure to the benefit of each of the legal successors, assigns, transferees, grantees and heirs of each of the Parties, and all persons who may assume any or all of the above-described capacities subsequent to the execution of this Agreement.
11. **Mediation.** Should a dispute arise and is not resolved by the Parties, the Parties shall first proceed in good faith to submit the matter to non-binding mediation with a mediator licensed in the State of Idaho. Upon completion of one attempt at mediation, either party may pursue any available legal or equitable remedy.
12. **Attorneys' Fees and Costs.** In the event that any of the Parties is required to incur attorneys' fees and/or costs to enforce or interpret any provision of this Agreement or is required to defend any action brought by any of the Parties, based on, arising from or related to this Agreement, the unsuccessful Parties agree to pay to the prevailing Parties their reasonable actual costs and attorney's fees, whether or not litigation is actually commenced and including reasonable attorney fees and costs on appeal.
13. **Entire Agreement.** This Agreement contains the final, complete, exclusive and entire agreement and understanding between the Parties on this topic and supersedes and/or replaces any and all prior negotiations, proposed agreements and agreements, whether written or oral on such topic.
14. **Modification.** This Agreement may not be modified except by a writing signed by all Parties affected by such purported modification.
15. **Waiver.** In the event of any default hereunder by either Party, if the other Party fails or neglects for any reason to demand full performance, such failure or neglect shall not be deemed to be a waiver of the right to demand full performance or a waiver of any cause of action, or as a waiver of any of the covenants, terms or conditions of this Agreement or of the performance thereof. None of the covenants, terms or conditions of this Agreement can be waived by either Party hereto except in a signed writing.
16. **Severability.** In the event that any portion of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining portions of this Agreement and the application thereof shall not in any way be affected thereby.

17. **Interpretation.**

a. Whenever in this Agreement the context may so require, the neuter gender shall be deemed to refer to and include the masculine and the feminine, the singular number shall be deemed to refer to and include the plural, and vice versa.

b. This Agreement is the result of negotiations, and no Party shall be deemed to have drafted this Agreement for purposes of construing any portion of the Agreement for or against any Party.

c. The descriptive headings in this Agreement are included for convenience of reference and are not intended to affect the meaning or construction of any of the provisions herein.

d. Any exhibit attached hereto shall be deemed to have been incorporated herein by this reference as if set forth herein at length.

18. **Time is of the Essence.** Time is hereby made expressly of the essence in every term.

19. **Governing Law and Jurisdiction.** This Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of Idaho without giving effect to its conflicts of law provisions. The Parties each expressly agree to the appropriateness of and consent to the venue and jurisdiction of the State of Idaho in the County of Blaine and all state and federal courts having geographical jurisdiction for such County as the exclusive forum for the purposes of any action to enforce or interpret this Agreement.

20. **Capacity to Execute.** Each of the Parties, and each person signing this Agreement, represents and warrants that it and its representative(s) executing this Agreement on its behalf each has the authority and capacity to execute this Agreement.

21. **Counterparts.** The Parties may execute this Agreement, and any modification(s) hereof, in two or more counterparts, which shall, in the aggregate, be signed by all of the Parties. Each counterpart shall be deemed an original instrument as against any Party who has signed it. A faxed copy of the signature of any of the Parties shall have the same force and effect as an original signature of such Party.

22. **Indemnification.** Contractor shall indemnify and hold harmless City and its directors, agents and employees free, clear and harmless, from and against any and all losses, liabilities, costs, expenses (including amounts paid in settlements and reasonable attorney's fees), claims, penalties, judgments and damages, resulting from or arising out of, by reason of any act, omission or negligence of Contractor or its respective agents, employees or contractors in any way connected with or arising out of any accident, injury or damage, any breach of representation, injury to person or property, any activity conducted, or action taken by the City, directly or indirectly, in conjunction with this Agreement.

NOW THEREFORE, by executing this Agreement each signatory affirms that they have read and understand its terms, and that each has the full power and authority to enter this Agreement on behalf of the entity for which they have signed.

CITY OF KETCHUM

MOLLY SNEE

Neil Bradshaw
Mayor

Molly Snee

ATTEST:

Robin Crotty
City Clerk

Addendum 1: “The Services”

Contractor will provide the following design services to City in accordance with Contract #20431.

NEWSLETTER

- Contractor will organize content and design the City newsletter.
- Contractor will employ the use of illustration or photography at its discretion. This includes the use of a full-color, “seasonal illustration” that changes every three months.

ADDITIONAL DESIGN WORK

- Contractor’s services will be available for any printed material, advertising or marketing projects for City needs.
- Contractor will be given at least three (3) business days’ notice for single-piece design projects (i.e. newspaper ads, fliers), and at least ten (10) business days’ notice for complex design projects (i.e. designing for an event which requires several pieces of advertising, signage and/or branding).
- Contractor shall employ the use of illustration at its discretion. If custom artwork or branding design is requested, additional fees may be required (see “Custom Work”).

WAGON DAYS

- Contractor will work with City to design and illustrate printed materials and marketing for Wagon Days.
- Contractor will create an original illustration to serve as the Wagon Days poster. This poster may be used for promotional use, as well as decorative reproduction on event merchandise.

CUSTOM WORK

- Custom Work is defined as any type of project not outlined above, or any outside project which could include permanent installation, special use, long-term use or purchase of work created by Contractor.
- Custom Work is subject to additional fees, based on the work itself and the nature of its use.



City of Ketchum

December 2, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Approve MOU 20434 Between the Ketchum Urban Renewal Agency and the City of Ketchum for Fire Apparatus Funding

Recommendation and Summary

Staff is recommending the council adopt the following motion:

I move to authorize the Mayor to enter into MOU 20434

The reasons for the recommendation are as follows:

- The Ketchum Urban Renewal Agency (KURA) is offering a \$60,000 contribution towards the Fire Department's new ladder truck
- The KURA approved the MOU at their November 18, 2019 meeting

Introduction and History

The KURA recognizes the importance of having adequate fire apparatus to protect development within the KURA District. In recognition of this, the KURA voted to contribute \$60,000 towards the purchase of the new Fire Department ladder truck.

Analysis

The proposed MOU sets forth the terms to facilitate the KURA contribution in FY 19/20. Once the City provides the KURA with invoice for the purchase of the new truck, the KURA will provide \$60,000.

Financial Impact

The KURA has generously offered to assist with funding the new ladder truck. The contribution off-sets the anticipated city costs budgeted for FY 19/20.

Attachments:

Proposed MOU 20434

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF KETCHUM AND
THE KETCHUM URBAN RENEWAL AGENCY**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is effective on the date last executed below by and between the City of Ketchum (“City”) and the Ketchum Urban Renewal Agency (“Agency”). City and Agency may hereafter collectively be referred to as the “Parties.”

RECITALS

WHEREAS, the City is a duly organized and existing municipal corporation of the State of Idaho;

WHEREAS, the Agency is an independent public body corporate and politic, organized and existing pursuant to Idaho Code § 50-2001 *et seq.*;

WHEREAS, the City Council of the City of Ketchum, by adoption of Ordinance No. 992 on November 15, 2006, duly adopted the Ketchum Urban Renewal Plan (the “2006 Plan”) to be administered by the Agency;

WHEREAS, upon the approval of Ordinance No. 1077, adopted by the City Council on November 15, 2010, and deemed effective on November 24, 2010, the Agency began implementation of the amended Ketchum Urban Renewal Plan (the “Amended Plan”);

WHEREAS, pursuant to Idaho law, City and Agency are authorized and empowered to enter into such contracts as may be necessary to carry out projects that may be beneficial to the public;

WHEREAS, the City purchased and is considering additional purchases of certain fire equipment (hereinafter the “Fire Apparatus”) to provide fire protection for the City, including the Project Area;

WHEREAS, the Fire Apparatus will allow the Agency to continue to work towards economic development within the Project Area;

WHEREAS, the Agency is willing to commit to provide a contribution toward the funding for the Fire Apparatus for fiscal year 2020, which will assist the City in funding the acquisition of the Fire Apparatus;

WHEREAS, the City is in the process of obtaining a definitive acquisition price for the Fire Apparatus;

AGREEMENT

NOW, THEREFORE, it is understood between the City and Agency as follows:

1. Agency agrees to pay City an amount of Sixty Thousand Dollars (\$60,000) as a contribution toward the funding of the purchase of the Fire Apparatus.

2. Agency has designated the amount of Sixty Thousand Dollars (\$60,000) as part of its fiscal year 2020 budget.

3. City shall submit appropriate invoice information for the acquisition of the Fire Apparatus to the Agency to evidence the payment of Sixty Thousand Dollars (\$60,000).

4. City shall defend, indemnify and hold Agency and their respective officers, agents, and employees harmless from and against all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable architect and attorney fees (collectively referred to in this section as "Claim"), which may be imposed upon or incurred by or asserted against Agency or its respective officers, agents, and employees relating to the construction or design of the City Project or otherwise arising out of this MOU. In the event an action or proceeding is brought against Agency or their respective officers, agents, and employees by reason of any such Claim, City, upon written notice from Agency, shall, at City's expense, resist or defend such action or proceeding.

Notwithstanding the foregoing, City shall have no obligation to indemnify and hold Agency and its respective officers, agents, and employees harmless from and against any matter to the extent it arises from the negligence or willful act of Agency or its respective officers, agents, or employees or from conduct resulting in an award of punitive damages against Agency.

5. This MOU constitutes the entire agreement between the parties and supersedes all other agreements and understandings, written and oral, between the parties with respect to the subject matter hereof. The parties hereto may, at any time hereafter, modify or amend this MOU by a subsequent written agreement executed by both parties. This MOU may not, however, be modified or amended orally, nor shall this MOU be deemed modified or amended in any way by any act of either of the parties hereto.

4. All parties hereto are or have been afforded the opportunity to be represented by counsel in the course of the negotiations for and the preparation of this MOU; accordingly, in all cases, the language of this MOU will be construed simply, according to its fair meaning, and not strictly for or against any party.

5. This MOU may be executed in counterparts and, once so executed by both parties hereto, each such counterpart shall be deemed to be an original, but all such counterparts together shall constitute but one agreement.

6. If any provision of this MOU or its application to any person or circumstance is held invalid, the remainder of this MOU or the application to other persons or circumstances shall not be affected.

7. The Parties represent and warrant that they are authorized to execute this Agreement on behalf of the entities indicated below.

IN WITNESS WHEREOF, the Parties hereto, through their respective governing boards, have executed this MOU on the date signed below.

[signatures on following page]

KETCHUM URBAN RENEWAL AGENCY

By: _____
Title: Chair
Printed Name: _____
Date: _____

ATTEST:

By: _____
Its: _____

CITY OF KETCHUM

By: _____
Title: Mayor
Printed Name: Neil Bradshaw
Date: _____

ATTEST:

By: _____
Its: _____

4839-6579-6012, v. 3