

CITY OF KETCHUM, IDAHO

CITY COUNCIL Monday, October 17, 2022, 4:00 PM 191 5th Street West, Ketchum, Idaho 83340

AGENDA

PUBLIC PARTICIPATION INFORMATION

Public information on this meeting is posted outside City Hall.

We welcome you to watch Council Meetings via live stream.

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

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

- 1. Join us via Zoom (please mute your device until called upon).

 Join the Webinar: https://ketchumidaho-org.zoom.us/j/84509096630

 Webinar ID: 845 0909 6630
- 2. Address the Council in person at City Hall.
- 3. Submit your comments in writing at participate@ketchumidaho.org (by noon the day of the meeting).

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

CALL TO ORDER: By Mayor Neil Bradshaw

ROLL CALL:

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

COMMUNICATIONS FROM MAYOR AND COUNCILORS:

1. Public comment submitted to City of Ketchum

EXECUTIVE SESSION:

- 2. Pursuant to IC 74-206(1)(b) for the evaluation of personnel
- 3. Pursuant to IC 74-206(1)(f) to communicate with legal counsel on pending, imminent, or threatened litigation

CONSENT AGENDA:

City 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.

4. Recommendation to approve minutes of October 3, 2022 – Interim City Clerk Lisa Enourato

- 5. Authorization and approval of the payroll register Treasurer Shellie Gallagher
- 6. Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills in a total sum of \$805,370.57 Treasurer Shellie Gallagher
- 7. Recommendation to approve road closure request for Nightmare on Main Events Manager Eryn Alvey
- 8. Recommendation to approve Resolution 22-033 to surplus 1984 Ford vac truck to City of Bellevue Wastewater Division Supervisor Mick Mummert
- Recommendation to approve letter to Congressman Simpson regarding post office box fee exemptions – Mayor Neil Bradshaw
- <u>10.</u> Recommendation to approve Purchase Order 23018 with Workman & Company City Administrator Jade Riley
- <u>11.</u> Recommendation to approve Contract 23009 with Sun Valley Economic Development City Administrator Jade Riley
- <u>12.</u> Recommendation to approve Contract 23017 with Frederick C. Allington, Esq City Administrator Jade Riley
- 13. Recommendation to approve Contract 23016 with Blaine County for sustainability program management cost sharing City Administrator Jade Riley
- 14. Recommendation to approve Right of Way Encroachment Agreement 22806 for the 1st and Sun Valley Road office building Senior Planner Abby Rivin
- 15. Recommendation to approve Right of Way Encroachment Agreement 22788 for placement of sidewalk pavers with snowmelt adjacent to 131 N. Washington Ave. Senior Planner Morgan Landers
- <u>16.</u> Recommendation to approve Change Order with Idaho Materials and Construction for water line replacement on Sun Valley Road City Administrator Jade Riley
- <u>17.</u> Recommendation to approve Purchase Order with Bigwood Landscape Company for improvements to Little Park City Administrator Jade Riley
- <u>18.</u> Recommendation to approve Purchase Order 23019 for dozer rental Director of Streets Brian Christiansen
- 19. Recommendation to approve snow hauling contracts 23020, 23021, 23022, 23023 and 23024 Director of Streets Brian Christiansen
- 20. Recommendation to approve amendment to Agreement #20638 with Nested Strategies for counsel on Warm Springs Preserve and the Ketchum Housing Action Plan - City Administrator Jade Riley

PUBLIC HEARING:

21. Recommendation to hold a public hearing, review, and conduct a third reading of Interim Ordinance 1234 amending certain sections of Title 16 and Title 17 of the Ketchum Municipal Code – Senior Planner Morgan Landers

NEW BUSINESS:

- <u>22.</u> Presentation and discussion of potential winter emergency housing Housing Strategist Carissa Connelly
- 23. Presentation of public comments received on the Warm Springs Road and Main Street Corridor transportation improvements City Administrator Jade Riley

ADJOURNMENT:

From: <u>Evan Stelma</u>
To: <u>Participate</u>

Subject: RE: Housing Matters Updates | October 2022 Date: Monday, October 3, 2022 1:12:49 PM

Dear City of Ketchum,

If you want to make a difference, and provide for decent long term housing for the employees who matter, there needs to be deed restricted housing mandated. There also need to be 3 bedroom units for families. A town is not a community without full time families. As well, a predominant number of the service industry workers are Hispanic, a core group who generationally has larger families. As our school district is 40 percent Spanish speaking, you might want to think about this before creating traffic changes which help nothing. Bluebird will help nothing as it is set up and will drastically hurt the core downtown businesses with the associated traffic/parking problems.

Yes, I was born and raised in Ketchum and am very sad at the fact that "everyone" is no longer a valued member of our community. The service industry is being decimated and at what point will the CoK realize that they have a huge part to play and a responsibility to help with housing the workers who cook your meals, clean the rooms for the hotels and big houses, provide your medical care, teach your children and respond to your emergencies? When the mayor can no longer find a place to go have lunch or coffee?

Evan Stelma

From: City of Ketchum <participate@ketchumidaho.org>

Sent: Monday, October 03, 2022 11:50 AM **To:** Evan Stelma <elstelma@ctshelp.net>

Subject: Housing Matters Updates | October 2022

View this email in your browser

Housing Matters Update - October 2022

Welcome to the 'Housing Matters' monthly newsletter.

Please forward it along to other housing advocates!

From: Yahoo! <boylehp@yahoo.com>
Sent: Monday, October 3, 2022 2:21 PM

To: Participate

Cc: Mark Dee; Greg Foley; Andrew Guckes **Subject:** Public Comment to City Council on Bluebird

Have all Council Members seen the photos of the buried oil tanks at the Bluebird site? Are all Council Members confident that this has been appropriately mitigated? Are Council Members aware that Mr. Dunfield stated at a neighbors meeting that he is under and NDA and cannot discuss environment concerns about the site?

Is this NDA with the City of Ketchum? If so, why would the City need that NDA?

Thank you,

Perry Boyle Ketchum

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From: Gerri Pesch < gerrip2749@gmail.com> **Sent:** Tuesday, October 4, 2022 11:04 AM

To: Participate

Subject: 10th & Lewis St roundabout

I can't participate in person because I'm in Mexico getting dental work done. However, I would like to include my comments. This intersection has been very dangerous & we've been talking about making changes for quite some time now. I'm happy to see some action being taken. It makes absolute sense to have a roundabout there and I prefer the second option as the flow from all 4 arteries seems better.

Please add my 2 cents to the mix.

Thanks, Gerri Pesch

From: Yahoo! <boylehp@yahoo.com>
Sent: Tuesday, October 4, 2022 2:32 PM

To: Participate

Cc: Mark Dee; Greg Foley; Andrew Guckes

Subject: Public Comment: Traffic vs Retail in the commercial core

I listened with interest to the October 3 City Council meeting.

Kudos to City Administrator Jade Riley for tackling the traffic issue in Ketchum—he has taken on a literally unsolvable task (see below) given how this Council is driving the citification of Ketchum. The Master Transportation Plan adopted March of 2020 predicted traffic failure at several intersections, particularly at the southern entrance to town, with no solutions offered to address this.

More than two years later, the City is now examining the options. They are limited, and involve significant trade-offs. To some extent, it is unsolvable due to the way the Mayor/Council has pushed increased density in the commercial district in the name of "vibrancy." As the consultant noted at the meeting—no matter how we configure the intersections in Ketchum, "there is not enough pipe for the water to go through" given the path this Administration is pursuing.

Following through on the consultant recommendations will improve automobile flow to some degree, and perhaps make a few intersections safer for pedestrians, but at the expense of parking along Main Street. The Council has recently pushed for more commercial space and more residential occupancy in the core with its "Interim Ordinance." At the same time, the City has been reducing the absolute number of parking spaces in the core. The economics of that will be challenging to merchants: you reduce parking near their locations while simultaneously taking away parking elsewhere in the core, and increase the demand for residential parking in the core. Amazon thanks you.

Confronting the unbalanced development of Ketchum is a key responsibility of our elected officials. A usual approach to this would be to update the Comprehensive Plan to reflect the aspirations of the people who live in Ketchum, and then amend the zoning code appropriately. Instead, the Mayor and Council have decided that they know best for Ketchum and will do what they want, regardless of public concerns. (To wit: Councillor Breen's comment in the last public meeting on the Marriott that it doesn't matter what people want.)

As Coucilmember Breen noted in her interchange with Planner Morgan, the Planning Dept is not tracking what is happening with commercial space in the core other than, as Ms. Morgan said, "anecdotally." This is the Planning Dept. This is gross negligence. How can they plan when they have no idea what is there and in the pipeline. How did Ms Breen let her get away with that answer. Who works for whom? Since the Mayor won't do it, the Council must hold the Planning Dept accountable.

As a speaker on the "vibrancy" (sic) ordinance noted, the Council is, either from intention or in ignorance, creating a downtown design mandate for large boxes, without parking (even when the project wants to incorporate it), thus destroying the primary mandate of our current Comprehensive Plan.

Councilperson Hamilton's proposal of "getting the cars out of town" is an intriguing one. What is her plan for that? How will people get to shopping? What will that mean for retailers? What does that mean for quality of life for the people who live and work in Ketchum? I also note her comment that the City should communicate that there should be no bicycles on Main Street. Just like in any big city.

Councilmember David said we need to encourage fewer cars and invest in more affordable housing in the core. "We need to find other ways to reduce the number of cars in our city." He offered no ideas to do this. He thinks the consultant's traffic models aren't fully valid, that they don't take into account the noise from cars. As the four-story boxes the Council is promoting line the streets of Ketchum, that noise will only echo louder. As Mr. David noted, we already have cars that are moving off of Main to the side streets.

Moutain Rides was never mentioned as an alternative, despite the Mayor being on its Board of Directors.

Through its poor processes on planning, development, traffic, parking, housing, zoning, etc., this Administration will leave a big mess for the next one. Given that three out of five of them already have a foot out of the Ketchum door, maybe we shouldn't be surprised.

Perry Boyle Ketchum

From: Lisa Enourato

Sent: Friday, October 7, 2022 9:27 AM

To: Participate **Subject:** FW: PO Box fees

LISA ENOURATO | CITY OF KETCHUM

Public Affairs & Administrative Services Manager P.O. Box 2315 | 191 Fifth St. W. | Ketchum, ID 83340

o: 208.726.7803 | f: 208.726.7812

<u>lenourato@ketchumidaho.org</u> | <u>www.ketchumidaho.org</u>

From: Amanda Breen < ABreen@ketchumidaho.org>

Sent: Friday, October 7, 2022 9:05 AM

To: Lisa Enourato < LEnourato@ketchumidaho.org>

Subject: Fw: PO Box fees

Public comment.

Regards,

Amanda Breen Ketchum City Council P.O. Box 2315 480 East Avenue North Ketchum, Idaho 83340-2315 Mobile: (208) 721-1760

Email: ABreen@ketchumidaho.org

From: Joel Jarolimek < joelskisv@gmail.com > Sent: Thursday, October 6, 2022 7:26 PM

To: Michael David < mdavid@ketchumidaho.org >

Cc: Amanda Breen < <u>ABreen@ketchumidaho.org</u>>; Courtney Hamilton < <u>CHamilton@ketchumidaho.org</u>>; Jim Slanetz

<jslanetz@ketchumidaho.org>

Subject: PO Box fees

Thanks for your personal support in standing up to the exorbitant Box fees. I want to give you some personal examples of my own that will highlight the absurdity of their position. I enjoyed your letter and was inspired to write Congressman Mike Simpson. When writing the congressman they require the usual fields, name, address etc.. Street address. I filled in 416 W Warm Springs Rd. My home address. Not far out of town, Board Ranch, still on the pavement. I went to submit my letter and it was rejected. Not a valid address. So I put in my Ketchum PO Box, hit resubmit and rejected again. I was familiar with this runaround so went back and typed in 151 4th St. West, Unit 10044, Ketchum. It was accepted. That's the address for the post office with the unit 10044 being my P.O. Box. Another example, bear with me. Got a new cell provider a year ago. Tried to hook up to Wi-Fi service from my house as cell service is sketchy out here. They wouldn't allow it unless I gave them a physical address because that is required for medical emergencies to send emergency personnel to your home. Again, my home address "not a valid address". Called 911 and asked the if they could tell what address I was calling from. No problem, 416 W Warm Springs Rd.. Contacted the cell provider told them EMS knew where I was, still nothing they could do, not a valid address. Finally I just put in post office address with

my unit (po box) and no problem, Wi-Fi cell service. Ok one more. I had a chiropractic office in Ketchum, now retired, Sun Valley Chiropractic on 2nd avenue. I contracted with Medicare to receive payment for Medicare patients. They always wanted my physical address to deliver mail and would not accept the 660 2nd Avenue N. Unit 1b. It was not valid, undeliverable. Wouldn't accept a P.O. Box. Even though I was sending my correspondence to the in Fargo North Dakota to a P.O. Box. They couldn't seem to grasp the absurdity of the situation. I got it resolved, but that was before I learned the Ketchum post office address trick. I sure many of you ordered products online and they either don't deliver to P.O. Box's or the physical address comes back as not valid. Just last week a private seller through Amazon cancelled an order of mine because of not a deliverable address. The reality is that the Postal Service has a book of deliverable addresses and many probably the majority of businesses use it to determine postage rates and who they can deliver their products to. Their argument about valid, invalid, deliverable, none deliverable on its face is absurd. I knew if I lived long enough I'd find somebody I could complain to about this! Yippee! Joel Jarolimek

Sent from my iPad

From: H Boyle <Boylehp@yahoo.com>
Sent: Sunday, October 9, 2022 6:58 PM
To: Participate; Carissa Connelly

Subject: Public comment for City Council on Housing

It sends an interesting message that the City is raising money via naming rights for objects in a dog park.

It's telling that the Mayor and Council see leash hooks in a dog park as more important to their vision for the "vibrancy" of Ketchum than workforce housing.

Your approach to raising money for housing is limited to raise the LOT on the citizenry. Where is the vision in that? Selling naming rights looks like it is a far more effective technique.

You could sell the naming rights to Main Street, (every street!) or City Hall (every municipal property!). Why not the bike trail? If a Nordic trail is a dog park is worth \$1mm, 19 miles of bike path has a lot of potential.

But why stop there? You could sell parking spots downtown instead of just giving them away for free. I hear they are worth \$70,000 each. You could charge a premium to plow certain streets before others. And doesn't it seem quaint to just give away spots in the Wagon Days or Trailing of the Sheep parade? Those could be worth a lot of money. The possibilities are endless.

For a lot of money, you could even auction off the right to name the town. Given how you are selling out the town, why not? By the time you are out of office Ketchum will be unrecognizable.

Perry Boyle Ketchum

From: Bridget Bagley <bridget.bagley@gmail.com>
Sent: Thursday, October 13, 2022 10:15 PM

To: Participate

Subject: #No5GNearSchools — Keep Cell Towers Away From Schools and Demand 5G Safety Studies •

Children's Health Defense

We must update our knowledge regularly.

Dr. Bridget Bagley

https://childrenshealthdefense.org/child-health-topics/action/no-5g-near-schools/?utm_source=salsa&eType=EmailBlastContent&eId=0ddbdd63-8b73-4ae1-9640-62df2d883a48

#No5GNearSchools — Keep Cell Towers Away From Schools and Demand 5G Safety Studies

Subject: Our Children Are Not Guinea Pigs for Big Tech! #No5GNearSchools

I urge you to introduce and support legislation that prohibits the installation and operation of cell towers and small cells on or near school grounds and to mandate the recommended minimum distance of 1640 feet between installations and school grounds.

The New Hampshire Commission, a panel of experts convened to assess this issue, determined this distance provides much-needed protection for human beings while still allowing wireless networks to operate.

The Problem:

In return for monetary gains, school districts around the U.S. have partnered with telecom giants Verizon, T-Mobile and AT&T to install cell towers directly on school grounds, despite not having done a single long-term study to ensure this is safe for our children. On the contrary, research shows that exposure to these technologies carries significant health risks — particularly for children. But, schools are being incentivized to add towers to their school sites. In true Big Tech fashion, corporate profits take priority over the health of our children.

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Scientific evidence of harm and no long-term safety studies:

There is an extensive collection of scientific literature on the adverse health effects of radiofrequency (RF) exposure, including:

- Delayed development of fine and gross motor skills, memory and attention deficits and increased risk of type 2 diabetes in school adolescents
- An increase in the incidence of tumors of the brain and heart in rats
- A statistically significant increase in blood biomarkers predictive of cancer in those residing closer to cell towers
- Increased risk of developing neuropsychiatric problems such as headaches, memory changes, dizziness, tremors, depressive symptoms and sleep disturbance for residents near cell towers

Cell towers and small cells pose considerable fire safety threats, compounding the existing risks to children when placed near schools.

In addition to this overwhelming body of scientific literature demonstrating the impact of RF radiation on children's health, no long-term studies exist demonstrating the safety of 5G. During a 2019 congressional hearing, senior telecom executives admitted, under oath, there were no active studies being backed by the industry.

To this, Senator Blumenthal, member of the U.S. Senate Committee on Commerce, Science and Transportation, responded, "So there really is no research ongoing. We're kind of flying blind here, as far as health and safety is concerned."

Therefore, I urge you to speak out on this very important issue for our children's safety. Please introduce and support legislation that prohibits the installation and operation of cell towers and small cells on or near school grounds, mandating a minimum distance of 1640 feet between cell towers or small cells and school grounds.

Our children are not guinea pigs and until independent long-term safety studies are done, I demand you do everything in your power to protect our children from the known and unknown risks of wireless exposure.

KETCHUM

CITY OF KETCHUM MEETING MINUTES OF THE CITY COUNCIL

Monday, October 3, 2022

CALL TO ORDER: (00:00:10 in video)

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

Roll Call:

Mayor Neil Bradshaw Courtney Hamilton Michael David (via teleconference) Jim Slanetz Amanda Breen

Also Present:

Jade Riley - City Administrator Lisa Enourato – Interim City Clerk Suzanne Frick – Director Planning and Building

COMMUNICATIONS FROM MAYOR AND COUNCILORS:

1. Domestic Violence Awareness Month Proclamation by Mayor Neil Bradshaw

Amanda Breen commented on the Idaho Mountain Express article on P.O. Box fees and mail delivery (or lack of) in the City of Ketchum. Proposes the KCC and Mayor draft a letter to Congressman Simpsons office asking for assistance on fee exemption or delivery and put on the next agenda. Mayor Bradshaw agreed to drafting the letter.

2. Public comment submitted to the City of Ketchum none

CONSENT AGENDA: (00:05:25 in video)

Courtney Hamilton is recusing herself from item # 17

Courtney Hamilton asked for clarification for item #12 Task Order #22107 with Superbloom (00.05.49 in video

Jim Slanitz asked for # 12 to be voted separately

Council –Comments

City Administrator Jade Riley (00:06:13 in video) Jim Slanetz (00:08:59 in video) Courtney Hamilton (00:08:12 in video) Mayor Neil Bradshaw (00:10:01 in video)

Motion to approve the Consent Agenda items 3-11, 13-16 (00:14:33 in video)

Motion made by Amanda Breen; Seconded by Michael David.

Ayes: Amanda Breen, Michael David, Neil Bradshaw

Nays: Courtney Hamilton, Jim Slanetz.

Motion to approve the Consent Agenda items 12 (00:14:44 in video)

Motion made by Courtney Hamilton; Seconded by Amanda Breen

Ayes: Amanda Breen, Michael David, Courtney Hamilton

Nays: Jim Slanetz

Motion to approve the Consent Agenda items 17 (00:15:17 in video)

Motion made by Jim Slanetz; Seconded by Amada Breen

Ayes: Amanda Breen, Michael David, Jim Slanetz

Nays: None

Recused: Courtney Hamilton

NEW BUSINESS

18. Update on Highway 75 (Elkhorn Rd. to River Street) design and transportation improvements – City Administrator Jade Riley and Idaho Transportation Department Project Manager Nathan Jerke (00:15:40 in Video)

Mayor Neil Bradshaw expressed disappointment in direction the Deputy Director of transportation is going and will continue to push for a safe alternative and aesthetic option for our town's transportation. Council members commented and discussed the updated information. A reminder about the Public Feedback and Open house on October 11 at the Limelight was brought up. (00:23:08 in video)

19. Presentation and discussion regarding Warm Springs and Main Street transportation improvements – City Administrator Jade Riley, Brett Kohring (Cameron Waite HDR) (00:50:24 in video)

Council -Comments and discussion

(01:01:36 in video)

20. Recommendation to Approve Easement and Encroachment Agreement 22790 for the dedication of a 15-foot public access and utility easement and placement of driveway pavers with snowmelt in said easement at 203 Garnet Street. – Senior Planner Morgan Landers (2:16:29 in video)

Motion to approve made by: Amanda Breen: Seconded by: Courtney Hamilton

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

Nayes: none

21. Monthly Housing Update – Housing Strategist Carissa Connelly (02:29:53 in video)

PUBLIC HEARING

22. Recommendation to hold a public hearing, and approve the Warm Springs Ranch Lot 10A Lot Line Shift Final Plat & Findings of Fact, Conclusions of Law, and Decision – Associate Planner Adam Crutcher (02:27:40 in video)

<u>Public Comment:</u>

None

Motion to approve made by Courtney Hamilton; Seconded by Jim Slanetz

Ayes: Michael David, Courtney Hamilton, Jim Slanetz.

Nays: None

Recused: Amanda Breen

23. Recommendation to hold a public hearing, review and conduct a second reading of Interim Ordinance 1234 amending certain Sections of Title 16 and Title 17 of the Ketchum Municipal Code -Senior Planner Morgan Landers (01:45:56 in video)

City Attorney Matt Johnson spoke on proposed amendment regarding ordinance 1234

(01:46:32in video)

Public Comment:

Janet (1:50:16 in video)

Jim Lasky (01:54:18 in video)

<u>Council -Comments, Questions and Discussion</u>

(01:56:42 in video)

Motion to approve the 2nd reading of Interim Ordinance 1234 by title only, and schedule the 3rd reading for October 17th, 2022 (2:14:44 in video)

Motion made by: Courtney Hamilton; Seconded by: Michael David **Ayes:** Jim Slanetz, Amanda Breen, Courtney Hamilton, Michael David

Nays: none

Second Reading by Lisa Enourato (02:15:07 in video)

ADJOURNMENT:

Motion to adjourn at 7:09:55 PM

Motion made by Courtney Hamilton; Seconded by Amanda Breen. **Ayes:** Amanda Breen, Michael David, Courtney Hamilton, Jim Slanetz.

Nays: None

Mayor Neil Bradshaw
Interim City Clerk Lisa Enourato

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	Purchase Order Number
GENERAL FUND				
01-1030-0000 PETTY CASH				
CASH 01-3700-3600 REFUNDS & REIMBU	CR 100422	Reimburse Petty Cash	34.42	
THE PAPOOSE CLUB	CR 092722 02	PANCAKE BREAKFAST REFUND	800.00	
A&G CUSTOM WELDING SERVIC		REIMBURSEMENT PARKING CITATION- PAID WARNING	40.00	
Total :			874.42	
LEGISLATIVE & EXECUTIVE				
01-4110-2515 VISION REIMBURSEN	,			
NBS-NATIONAL BENEFIT SERVI	873951	FSA & HRA Plan Administration Fees SEPT22	22.95	
Total LEGISLATIVE & EXECUT	IVE:		22.95	
ADMINISTRATIVE SERVICES				
01-4150-2515 VISION REIMBURSEN	`	,		
NBS-NATIONAL BENEFIT SERVI	873951	FSA & HRA Plan Administration Fees SEPT22	48.75	
01-4150-3100 OFFICE SUPPLIES &	POSTAGE			
ASSOCIATED BUSINESS FORMS,	4474	Payroll CHECKS	221.58	
BUSINESS AS USUAL INC.	159819	BATTERY, TAPE, DUSTER, FILE FOLDER	191.50	
COPY & PRINT, L.L.C.	124264	Sheet Protectors, BINDERS, PAPER	301.19	
COPY & PRINT, L.L.C.	124286	PAPER POS 7898	24.60	
GEM STATE PAPER & SUPPLY	1080441	PAPER HOT CUPS	76.13	
GEM STATE PAPER & SUPPLY	1081321	BOX SEALING TAPE	31.09	
GEM STATE PAPER & SUPPLY	1081321-01	K-CUPS	71.10	
GEM STATE PAPER & SUPPLY	1081321-02	COFFEE CREAMER	52.84	
GEM STATE PAPER & SUPPLY	1081714	COFFEE, RAW SUGAR, SPLENDA	69.14	
GEM STATE PAPER & SUPPLY	1081714-01	SUGAR IN THE RAW	18.18	
GEM STATE PAPER & SUPPLY	1081714-02	COFFEE CREAMER, SPLENDA	63.98	
GEM STATE PAPER & SUPPLY	1082900	DISH SOAP, SPONGE	65.63	
US BANK	9749 092622	MICR WAFFLE CLEANING CARDS	19.99	
US BANK	9749 092622	CORK BOARDS	55.98	
CLEARMINDGRAPHICS	5319	CITY LETTER HEAD TEMPLATE	145.00	
01-4150-4200 PROFESSIONAL SERV	VICES			
ALSCO - AMERICAN LINEN DIVI	LBOI2024268	191 5TH ST W- FLOOR MATS	166.00	
ASSOCIATED BUSINESS FORMS,	4464	A/P Checks	390.29	
KETCHUM COMPUTERS, INC.	19174	ADMIN	3,504.75	
SENTINEL FIRE & SECURITY, IN	80412	191 5TH STREET MONITORING	164.70	
US BANK	6235 092622	BLAINE COUNTY RECORDER	31.00	
BACKGROUND INVESTATION B	INV-06529	StND-PO4	127.95	
WESTERN RECORDS DESTRUCT	0609935	SERVICE 090122-093022	180.00	
WESTERN RECORDS BESTROCT				
01-4150-4400 ADVERTISING & LEC	GAL PUBLICATION)		

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
01-4150-4600 PROPERTY & LIABI	LITY INSURANCI	\mathbf{E}		
ICRMP	02097-2023-1	Annual Member Contribution for Policy Period 10-01-22 to 09-30-23	23,889.00	
01-4150-4800 DUES, SUBSCRIPTIO	ONS & MEMBERS	н		
SECRETARY OF STATE	CR 100422	Notary APPLICATION	30.00	
SECRETARY OF STATE	CR 101122	Notary APPLICATION-MCCOLLIM	30.00	
US BANK	7926 092622	CITY OF KETCHUM AMAZON PRIME MEMBERSHIP	139.00	
01-4150-4900 PERSONNEL TRAIN				
US BANK	9749 092622	IRS 1099 TRAINING	110.00	
01-4150-5100 TELEPHONE & COM	IMUNICATIONS			
CENTURY LINK	2087265574240	2087265574 240B 091322	62.10	
SYRINGA NETWORKS, LLC	20303 100122	146525 100122	650.00	
SYRINGA NETWORKS, LLC	20303 100122	702110 100122	800.00	
SYRINGA NETWORKS, LLC	20303 100122	703592 100122	500.00	
SYRINGA NETWORKS, LLC	20303 100122	702109 100122	800.00	
SYRINGA NETWORKS, LLC	20303 100122	146524 100122	650.00	
US BANK	5030 092622	8*8	2,048.89	
AT&T MOBILITY LLC	287310798935	287310798935 10012022	80.08	
LUMEN	601841718	74754376 092422	.25	
01-4150-5110 COMPUTER NETWO	ORK			
KETCHUM COMPUTERS, INC.	19174	ADMIN HARDWARE	1,306.80	
US BANK	2745 092622	TRELLO.COM	75.00	
US BANK	5030 092622	ZOOM INV165577552	79.00	
US BANK	5030 092622	E0700K7Z6Z MICROSOFT	288.00	
US BANK	5030 092622	E0700K7Z70 MICROSOFT	2.88	
US BANK	5030 092622	E0700K84KF MICROSOFT	1,368.00	
US BANK	9749 092622	DNH.GODADDY.COM	99.99	
US BANK	9749 092622	5B HOUSING DOMAIN REGISTRATION	22.34	
LEAF	13823898	100-6877711-001 OCTOBER 2022	38.21	
01-4150-5150 COMMUNICATIONS				
US BANK	5030 092622	MAIL CHIMP	97.99	
US BANK	6235 092622	SHUTTERSTOCK	29.00	
US BANK	6235 092622	LATER	15.00	
US BANK	6235 092622	YOUTUBE PREMIUM	11.99	
US BANK	6235 092622	FACEBOOK	150.00	
SNEE, MOLLY	2219	SEPTEMBER RETAINER FEE	4,150.00	
VAN FOSSAN, ELIZABETH ANN	092822	WORD 21 WORD 22	2,875.00	
01-4150-5200 UTILITIES				
CITY OF KETCHUM	SEPTEMBER	360	56.39	
CITY OF KETCHUM	SEPTEMBER	208	408.60	
CITY OF KETCHUM	SEPTEMBER	772	66.88	
INTERMOUNTAIN GAS	44919030005 0	44919030005	8.01	
INTERMOUNTAIN GAS	76053745030 0		17.70	
01-4150-5900 REPAIR & MAINTEN	NANCE-BUILDING	SS		
JEFF MINTZ WINDOW CLEANIN		Orr Wagon Museum: Interior and Exterior Window Cleaning	400.00	
01-4150-6500 CONTRACTS FOR SI	ERVICES			
FORSGREN ASSOCIATES, INC.	222467	ENGINEERING SERVICES	3,607.50	22106
S & C ASSOCIATES LLC	2580-2593	2584	59.00	
3 & C ASSOCIATES LLC	2000 2000			

FACILITY MAINTENANCE

Oct 12, 2022 01:56PM

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
S & C ASSOCIATES LLC	2580-2593	2583	1,593.00	
S & C ASSOCIATES LLC	2580-2593	2589	177.00	
S & C ASSOCIATES LLC	2580-2593	2585	724.00	
S & C ASSOCIATES LLC	2580-2593	2587	59.00	
S & C ASSOCIATES LLC	2580-2593 2580-2593	2588	118.00	
S & C ASSOCIATES LLC	2580-2593 2580-2593	2586	118.00	
01 4150 C510 COMPUTED SERVICE	ne.			
01-4150-6510 COMPUTER SERVICE APEX	00036078	CARD PROGRAMING	80.00	
CASELLE, INC.	120057	Caselle Support & Maintenance 11/22	2,483.00	
Total ADMINISTRATIVE SERVIC	CES:		57,031.29	
	old.		37,031.27	
LEGAL				
01-4160-4270 CITY PROSECUTOR ALLINGTON, ESQ., FREDERICK	120291	Monthly Prosecutor Payment	3,883.33	
	120291	Monthly Prosecutor Fayment		
Total LEGAL:			3,883.33	
PLANNING & BUILDING				
01-4170-2515 VISION REIMBURSEM	MENT ACCT(HR			
NBS-NATIONAL BENEFIT SERVI	873951	FSA & HRA Plan Administration Fees SEPT22	26.05	
01-4170-4200 PROFESSIONAL SERV	ICES			
KETCHUM COMPUTERS, INC.	19174	PLANNING & BUILIDNG	1,529.50	
S & C ASSOCIATES LLC	2580-2593	2591	118.00	
S & C ASSOCIATES LLC	2580-2593	2592	118.00	
S & C ASSOCIATES LLC	2580-2593	2581	59.00	
S & C ASSOCIATES LLC	2580-2593	2593	118.00	
S & C ASSOCIATES LLC	2580-2593	2582	252.00	
S & C ASSOCIATES LLC	2580-2593	2580	450.50	
01-4170-4970 TRAINING/TRAVEL/M	ITG-P&Z COMN	1		
US BANK	0568 092622	APA CONFERENCE- LEADING THE CHANGE	232.43	
Total PLANNING & BUILDING:			2,903.48	
NON-DEPARTMENTAL				
01-4193-4200 PROFESSIONAL SERV	ICE			
US BANK	5030 092622	BLUE & PINE	125.00	
BEST DAY HR	44834	PUBLIC WORKS DIRECTOR BROCHURE	700.00	
NICOLE SNYDER INTERIORS	300444	HISTORIC PHOTOS- CITY HALL	4,596.39	
01-4193-9930 GENERAL FUND OP. C	CONTINGENCY			
NBS-NATIONAL BENEFIT SERVI	872635	CAFETERIA PLAN DEBIT CARD FEES	234.00	
US BANK	6235 092622	ATKINSONS- SODA, SPARKLING WATER	64.52	
CLEARMINDGRAPHICS	5318	LOGOS, LETTERHEAD	217.50	
ELITE RESTORATION	11324	LIMELIGHT FIRE MITIGATION	24,818.75	
AVILA CO	1068	2ND CSO TRUCK WRAP	1,640.00	
GATHRID, AARON	001	BCHA INTERSHIP WORK	1,095.00	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Numb
01-4194-2515 VISION REIMBURSEN	MENT ACCT(HR	A)		
NBS-NATIONAL BENEFIT SERVI	873951	FSA & HRA Plan Administration Fees SEPT22	24.38	
01-4194-3200 OPERATING SUPPLIE	ES			
US BANK	9988 092622	LAMINATOR SHEETS , HOTHANDS	80.77	
YELLOWSTONE LEATHER PROD	10694	Gloves	237.45	
1-4194-3500 MOTOR FUELS & LU	BRICANTS			
CHRISTENSEN INC.	1004000	38950 093022	796.01	
1-4194-4200 PROFESSIONAL SERV	VICES			
EVANS PLUMBING INC	129873	REPLACE BACK FLOW PREVENTION	674.21	
KETCHUM COMPUTERS, INC.	19174	FACILITY MAINT	148.50	
01-4194-5200 UTILITIES				
CITY OF KETCHUM	SEPTEMBER	532	515.84	
CITY OF KETCHUM	SEPTEMBER	9996	56.40	
CITY OF KETCHUM	SEPTEMBER	560	113.84	
CITY OF KETCHUM	SEPTEMBER	536	175.80	
CITY OF KETCHUM	SEPTEMBER	9991	111.80	
CITY OF KETCHUM	SEPTEMBER	456	1,353.47	
CITY OF KETCHUM	SEPTEMBER	1245	41.85	
CITY OF KETCHUM	SEPTEMBER	1127	56.09	
CITY OF KETCHUM	SEPTEMBER	9995	982.69	
CITY OF KETCHUM	SEPTEMBER	9994	198.02	
INTERMOUNTAIN GAS	32649330001 0	130 S 1 AVE	9.79	
INTERMOUNTAIN GAS	65669030002 0	6566903000	9.79	
01-4194-5300 CUSTODIAL & CLEA	NING SERVICES			
WESTERN BUILIDNG MAINTEN	0135990-IN	Monthly Janitorial Service	3,395.12	
01-4194-5900 REPAIR & MAINTEN	ANCE-BUILDING	GS		
A.C. HOUSTON LUMBER CO.	2209-986094	SCHLAGE F40V	79.98	
ALSCO - AMERICAN LINEN DIVI	LBOI2002743	491 E SUN VALLEY 070822	166.00	
FIRE SERVICES OF IDAHO	12470283C	ReTURNED LOW BACK BRACKET	80.00-	•
US BANK	9988 092622	U 9585 LOCK REINFORCER, LEVER LOCKSET	80.82	
01-4194-5910 REPAIR & MAINT-491	SV ROAD			
ALSCO - AMERICAN LINEN DIVI	LBOI1999630	491 E SUN VALLEY 072722	178.70	
ALSCO - AMERICAN LINEN DIVI	LBOI2012094	491 E SUN VALLEY 081522	178.70	
ALSCO - AMERICAN LINEN DIVI	LBOI2013860	491 E SUN VALLEY 082222	178.70	
ALSCO - AMERICAN LINEN DIVI	LBOI2017391	491 E SUN VALLEY 070822	181.38	
ALSCO - AMERICAN LINEN DIVI	LBOI2021037	491 E SUN VALLEY 091922	178.70	
ALSCO - AMERICAN LINEN DIVI	LBOI2022913	491 E SUN VALLEY 092622	178.70	
ALSCO - AMERICAN LINEN DIVI	LBOI2024677	491 E SUN VALLEY 100322	178.70	
CENTURY LINK	2087250932 03	2087250932 035B 090422	59.94	
CITY OF KETCHUM	SEPTEMBER	192	11.46	
INTERMOUNTAIN GAS	17499804809 0		9.79	
JEFF MINTZ WINDOW CLEANIN	8155	STARBUCKS WINDOW CLEANING	900.00	
SENTINEL FIRE & SECURITY, IN	77939	MONITORING 491 SUN VALLEY RD	78.00	
COX BUSINESS	0012401034971	0012401034971402 092222	143.00	
01-4194-5950 REPAIR & MAINT-WA				
IDAHO POWER		2226452353 092722	363.36 28.18	
PIPECO, INC.	S4808663.001	PINK AND WHITE FLAGS		

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
01-4194-6950 MAINTENANCE				
A.C. HOUSTON LUMBER CO.	2209-982071	SHELF BRACKET, SCREWS	51.48	
A.C. HOUSTON LUMBER CO.	2209-983309	ANCHORS, FASTENERS, WOOD	151.26	
A.C. HOUSTON LUMBER CO.	2209-983708	DOWEL, FASTENERS	2.37	
A.C. HOUSTON LUMBER CO.	2209-984950	10' STLYE BROWN, FLASHING, ROOFING	70.07	
A.C. HOUSTON LUMBER CO.	2209-985059	TOGGLER, FASTENERS, GLUE	14.09	
A.C. HOUSTON LUMBER CO.	2209-986096	TOOLS, LEVEL	27.99	
CEM AQUATICS	8964	PENTAIR XFK-12	1,802.01	
CHATEAU DRUG CENTER	2606903	PLUNGER	9.49	
COLOR HAUS, INC.	263301	WOOSTER, ACETONE	38.04	
COLOR HAUS, INC.	263552	ACETONE GALLON	32.79	
SHERWIN-WILLIAMS CO.	1182-4	Paint, GLOVES	87.82	
SILVER CREEK SUPPLY	0008204057-00 9988 092622		1,808.04 99.00	
US BANK US BANK	9988 092622	RYOBI CORDLESS COMBO KIT RV EXTENSION CORD	97.98	
US BANK	9988 092022	RV EXTENSION CORD	97.98	
Total FACILITY MAINTENANC	E:		16,368.36	
POLICE				
01-4210-2515 VISION REIMBURSE NBS-NATIONAL BENEFIT SERVI	MENT ACCT(HR. 873951	A) FSA & HRA Plan Administration Fees SEPT22	9.80	
01-4210-3200 OPERATING SUPPLI				
CHATEAU DRUG CENTER	2612009	CUTEX PLSH RMVR	4.74	
01-4210-3500 MOTOR FUELS & LU	BRICANTS			
RIVER RUN AUTO PARTS	6538-183220	DIESEL EXH FLUID - CSO TK	26.95	
CHRISTENSEN INC.	1004018	39060 093022	455.75	
01-4210-3620 PARKING OPS EQUIT FLASHPARKING INC	PMENT FEES INV90184	Subscription/Support/Usage Fee	737.00	
PLASIII ARKING INC	111 7 90104	Subscription/Support/Osage rec	737.00	
01-4210-4200 PROFESSIONAL SER				
MOUNTAIN HUMANE	4	QUARTERLY PAYMENT- Q4 FINAL 2022	600.00	
KETCHUM COMPUTERS, INC.	19175	MONTHLY WORSTATION MAINTENANCE- BCSO	844.25	
US BANK	2745 092622	TEXT-EM-ALL	330.00	
01-4210-4250 PROF.SERVICES-BCS BLAINE COUNTY CLERK/RECOR		BCSO Law Enforcement Services	145,686.16	
	201037	Best Law Emolecinent Services		
Total POLICE:			148,694.65	
FIRE & RESCUE				
01-4230-2515 VISION REIMBURSE	MENT ACCT(HR.	A)		
NBS-NATIONAL BENEFIT SERVI	873951	FSA & HRA Plan Administration Fees SEPT22	81.50	
01-4230-3200 OPERATING SUPPLI	ES FIRE			
ATKINSONS' MARKET	06623367	WHITE CLOUD RIVE, GC DIGITAL MEAT	21.13	
ATKINSONS' MARKET	06623367	WHITE CLOUD RIVE, GC DIGITAL MEAT	21.13	
BOUNDTREE MEDICAL	84705239	PERSONAL WIPES, FIRE WIPES	117.90	
FRANK CANFIELD, TORY	CR 100322	WASHING TURNOUT REIMBURSEMENT- LIMELIGHT FIRE	60.00	
GEM STATE PAPER & SUPPLY	1082067	DETERGENT, ALKALINE SPOTTER	44.98	
US BANK	9939 092622.2	FATBRAINTOYS- REFUND	7.87-	
US BANK	9939 092622.2	FATBRAINTOYS-BATTERIES	10.87	
00 211 111		TIME TO TO BE THE TEXT OF THE		

ISS BANK	Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	
SABAKK 9939-092622	US BANK	9939-092622	LAUNDRO MUTT- WASHER	40.00		
Designation	US BANK	9939-092622	PAPER TOWEL REPLACEMENT KEY	3.00		
TAPLES, RILE FOLDERS	US BANK	9939-092622	HANGING FILE FOLDERS	14.01		
MILLAGE MARKETS KETULM 04-175-888 DRINKS-BRE 196-93 196-104 196-	US BANK	9939-092622		23.56		
LIGHTHOUSE UNFORMS INC A-308.38 MASTER POK MAX BLDR C-APTAINVLEUTENANT 2,946.40	US BANK	9939-092622	AVERY SHIPPING LABELS			
D-L23-210 OPERATING SUPPLEX ENS 10-2004	VILLAGE MARKETS KETCHUM	04-1573868	DRINKS-FIRE	196.93		
1.12.0.4.2.10 OPERATING SUPPLIE FMS	LIGHTHOUSE UNIFORMS INC	A-308238	MASTER PGK MAX BLDR- CAPTAIN/LIEUTENANT	2,946.40		
GEM STATE PAPER & SUPPLY 1020 15997325 147DE0 AND INSPO FS SEAD CYT 2019 2	POLCARI, JOHN	CR 100422	BOOT PURCHASE REIMBURSEMENT	150.00		
NORCO 35987325 INDRO AND INSPO of SCBA CYL 261,99 NORCO 3598368 CYLINDRE RENTAL INVOICE 175,50 US BANK 9959 092622.2 FATBRAINTOYS-BATTERIES 10,86 US BANK 9939-902622.2 PAPER TOWER REPLACEMENT KEY 2,99 US BANK 9939-902622.2 PAPER TOWER REPLACEMENT KEY 7,50 HENRY SCHEIN 25331914 MEDICAL DRUGS 83,71 HENRY SCHEIN 25339914 MEDICAL DRUGS 133,81 HENRY SCHEIN 2535193 MEDICAL DRUGS 115,44 HENRY SCHEIN 2535193 MEDICAL DRUGS 111,54 HENRY SCHEIN 257346 MEDICAL DRUGS 12,87 HENRY SCHEIN 2577346 MEDICAL DRUGS 23,81	01-4230-3210 OPERATING SUPPLIE	ES EMS				
NORCO	GEM STATE PAPER & SUPPLY	1082067	DETERGENT, ALKALINE SPOTTER	44.97		
LIS BANK 9919 0905222 FATRBAINTOVS-REFUND 1.66 LUS BANK 9939 4902622 PAPER TOWEL REPLACEMENT KEY 2.99 LUS BANK 9939-4902622 PAPER TOWEL REPLACEMENT KEY 2.99 LUS BANK 9939-4902622 PAPER TOWEL REPLACEMENT KEY 2.99 LUS BANK 9939-4902622 PAPER TOWEL REPLACEMENT KEY 2.356 LUS BANK 9939-4902622 PAPER TOWEL REPLACEMENT KEY 7.56 HERRY SCHEIN 22478147 MEDICAL BOULDERS 1.401 HERRY SCHEIN 25339914 MEDICAL BOULDERS 3.371 HERRY SCHEIN 25351927 MEDICAL BOULDERS 3.381 HERRY SCHEIN 25753418 MEDICAL BOULDERS 11.54 HERRY SCHEIN 25773404 MEDICAL BOULDERS 3.281 HERRY SCHEIN 25773404 MEDICAL BOULDERS <t< td=""><td>NORCO</td><td>35957325</td><td>HYDRO AND INSP OF SCBA CYL</td><td>261.99</td><td></td></t<>	NORCO	35957325	HYDRO AND INSP OF SCBA CYL	261.99		
INS BANK 993 992622.2 FATBEAINTON'S REFUND 7.87- UN BANK 993-992622.2 PAPAC KUNIVERSAL DISPENSER KEY 7.50 UN BANK 993-992622.2 PACK UNIVERSAL DISPENSER KEY 7.50 UN BANK 993-992622.2 HANGING PILE FOLDERS. WHITEOUT, 23.56 UN BANK 993-992622.2 HANGING PILE FOLDERS 14.01 UN BANK 993-992622.2 AVERY LABELS 7.56 HENRY SCHEIN 25339914 MEDICAL EQUIPMENT 142.29 HENRY SCHEIN 25339914 MEDICAL EQUIPMENT 552.80 HENRY SCHEIN 25339914 MEDICAL EQUIPMENT 250.36 HENRY SCHEIN 2533190 MEDICAL EQUIPMENT 260.36 HENRY SCHEIN 25313912 MEDICAL EQUIPMENT 12.57 HENRY SCHEIN 2573518 MEDICAL EQUIPMENT 12.57 HENRY SCHEIN 2573760 MEDICAL EQUIPMENT 20.26 HENRY SCHEIN 2577360 MEDICAL EQUIPMENT 20.28 HENRY SCHEIN 25773833 MEDICAL EQUIPMENT 80.28	NORCO	35988368	CYLINDER RENTAL INVOICE	175.50		
INS BANK 9939-0926222 5 PAPER TOWEL REPLACEMENT KEY 2.99 US BANK 9939-092622 5 PACK LUNIVERSAL DISPENSER KEY 7.50 US BANK 9939-092622 CFICE SUPPLIES, ENVELOPES, WHITFOUT, 2.256 US BANK 9939-092622 HANGING FILE FOLDERS 14.01 HENRY SCHEIN 23339914 MEDICAL EQUIPMENT 55.80 HENRY SCHEIN 23538192 MEDICAL EQUIPMENT 25.06.06 HENRY SCHEIN 2353922 MEDICAL EQUIPMENT 12.57 HENRY SCHEIN 2573965 MEDICAL EQUIPMENT 2.83 HENRY SCHEIN 25773040 MEDICAL EQUIPMENT 2.83 HENRY SCHEIN 25773640 MEDICAL EQUIPMENT 2.80 <	US BANK	9939 092622.2	FATBRAINTOYS-BATTERIES	10.86		
INS BANK 9939-092622 5 PACK UNIVERSAL DISPENSER KEY 7.50 US BANK 9939-092622 PÉFICE SUPPLIES, ENVELOPES, WHITEOUT, STAPLES, FILE POLDERS 4.401 US BANK 9939-092622 AVERY LABELS 7.56 HENRY SCHEIN 23478147 MEDICAL EQUIPMENT 142.29 HENRY SCHEIN 25339914 MEDICAL EQUIPMENT 552.80 HENRY SCHEIN 25348130 MEDICAL EQUIPMENT 250.36 HENRY SCHEIN 25348130 MEDICAL EQUIPMENT 250.36 HENRY SCHEIN 2535192 MEDICAL EQUIPMENT 200.36 HENRY SCHEIN 2535192 MEDICAL EQUIPMENT 12.57 HENRY SCHEIN 25735618 MEDICAL EQUIPMENT 12.57 HENRY SCHEIN 25735618 MEDICAL EQUIPMENT 200.26 HENRY SCHEIN 25735618 MEDICAL EQUIPMENT 202.62 HENRY SCHEIN 25736040 MEDICAL EQUIPMENT 202.62 HENRY SCHEIN 25736040 MEDICAL EQUIPMENT 202.62 HENRY SCHEIN 25773640 MEDICAL EQUIPMENT 202.62 <td>US BANK</td> <td>9939 092622.2</td> <td>FATBRAINTOYS- REFUND</td> <td>7.87-</td> <td>•</td>	US BANK	9939 092622.2	FATBRAINTOYS- REFUND	7.87-	•	
US BANK 993-092622 ANGINGERS, ENVELOPERS, WHITEOUT, STABLES ST	US BANK	9939-092622	PAPER TOWEL REPLACEMENT KEY	2.99		
STAPLES, FILE FOLDERS 14.01 US BANK 9939-092622 HANGING FILE FOLDERS 14.01 US BANK 9939-092622 AVERY LABELS 7.56 HEARY SCHEIN 22478.147 MEDICAL EQUIPMENT 142.29 HEARY SCHEIN 25339914 MEDICAL EQUIPMENT 552.80 HEARY SCHEIN 25339914 MEDICAL EQUIPMENT 552.80 HEARY SCHEIN 25339914 MEDICAL DRUGS 130.89 HEARY SCHEIN 25343192 MEDICAL DRUGS 130.89 HEARY SCHEIN 25351392 MEDICAL DRUGS 111.54 HEARY SCHEIN 25351392 MEDICAL EQUIPMENT 260.36 HEARY SCHEIN 2573525 MEDICAL EQUIPMENT 12.57 HEARY SCHEIN 2573525 MEDICAL EQUIPMENT 12.57 HEARY SCHEIN 25735418 MEDICAL EQUIPMENT 290.26 HEARY SCHEIN 25773040 MEDICAL EQUIPMENT 290.26 HEARY SCHEIN 25778338 MEDICAL DRUGS 328.14 SNAP HEAT 0174 SNAP HEAT FULL BACK 255.18 01-4230-3500 MOTOR FUELS & LUBRICANTS FIRE CHRISTENSEN INC. 1003862 37267 093022 37267 093022 37267 09302 371.36 01-4230-4200 PROFESSIONAL SERVICES FIRE KETCHUM COMPUTERS, INC. 19174 FIRE & RESCUE 2,801.75 01-4230-4903 ASSISTANT FIRE CHIEF TRAINING US BANK 939 092622 WISEGUY PIZZA 350.20 01-4230-4903 ASSISTANT FIRE CHIEF TRAINING US BANK 939 092622 VISEGUY PIZZA 350.20 01-4230-4904 TRAINING EMS US BANK 939 092622 CPR4KIDS.ORG 185.00 US BANK 939 092622 AED SUPERSTORE-CPR SUPPLIES 1,941.84 U	US BANK	9939-092622	5 PACK UNIVERSAL DISPENSER KEY	7.50		
LS BANK 9939-092622 AVERY LABELS 7.56 LUS BANK 9939-092622 AVERY LABELS 7.56 HENRY SCHEIN 22478147 MEDICAL EQUIPMENT 142.29 HENRY SCHEIN 25339914 MEDICAL EQUIPMENT 552.80 HENRY SCHEIN 25348130 MEDICAL EQUIPMENT 260.36 HENRY SCHEIN 25348130 MEDICAL EQUIPMENT 260.36 HENRY SCHEIN 25351392 MEDICAL EQUIPMENT 260.36 HENRY SCHEIN 25351392 MEDICAL EQUIPMENT 12.57 HENRY SCHEIN 25351381 MEDICAL EQUIPMENT 12.57 HENRY SCHEIN 2573948 MEDICAL EQUIPMENT 8.38 HENRY SCHEIN 25733040 MEDICAL EQUIPMENT 292.6 HENRY SCHEIN 25773040 MEDICAL DRUGS 338.3 HENRY SCHEIN 25773040 MEDICAL DRUGS 328.14 SNAP HEAT FULL BACK 255.18 255.18 01-4230-3500 MOTOR FUELS & LUBRICANTS FUEL 40.26 42.26 US BANK 9939-092622 MAVERICK-FUEL <t< td=""><td>US BANK</td><td>9939-092622</td><td></td><td>23.56</td><td></td></t<>	US BANK	9939-092622		23.56		
BUS BANK 9939-092622 AVERY LABELS 7.56 HENRY SCHEIN 22478147 MEDICAL EQUIPMENT 142.29 HENRY SCHEIN 25339914 MEDICAL DRUGS 83.71 HENRY SCHEIN 25339914 MEDICAL DRUGS 130.89 HENRY SCHEIN 25348130 MEDICAL DRUGS 130.89 HENRY SCHEIN 25351992 MEDICAL DRUGS 111.54 HENRY SCHEIN 25351922 MEDICAL EQUIPMENT 260.36 HENRY SCHEIN 2573925 MEDICAL EQUIPMENT 12.57 HENRY SCHEIN 25733040 MEDICAL EQUIPMENT 8.38 HENRY SCHEIN 25773040 MEDICAL EQUIPMENT 20.26 US BANK 9939-092622	US BANK	9939-092622		14.01		
HENRY SCHEIN 23478147 MEDICAL EQUIPMENT 142.29 HENRY SCHEIN 25339914 MEDICAL EQUIPMENT 5552.80 HENRY SCHEIN 25348130 MEDICAL EQUIPMENT 260.36 HENRY SCHEIN 25348130 MEDICAL EQUIPMENT 260.36 HENRY SCHEIN 25351922 MEDICAL EQUIPMENT 260.36 HENRY SCHEIN 25352527 MEDICAL EQUIPMENT 260.36 HENRY SCHEIN 25352527 MEDICAL EQUIPMENT 12.57 HENRY SCHEIN 25739152 MEDICAL EQUIPMENT 12.57 HENRY SCHEIN 25739168 MEDICAL EQUIPMENT 12.57 HENRY SCHEIN 25733418 MEDICAL EQUIPMENT 209.26 HENRY SCHEIN 25773040 MEDICAL EQUIPMENT 209.26 HENRY SCHEIN 25773040 MEDICAL EQUIPMENT 209.26 HENRY SCHEIN 25773040 MEDICAL DRUGS 2328.33 HENRY SCHEIN 2577338 MEDICAL DRUGS 2328.33 HENRY SCHEIN 2577838 MEDICAL DRUGS 2328.14 SNAP HEAT 0174 SNAP HEAT FULL BACK 255.18 10-14230-3500 MOTOR FUELS & LUBICANTS FIRE CHRISTENSEN INC. 1003862 37267 093022 MAVERICK-FUEL 80.88 US BANK 9939-092622 MAVERICK-FUEL 80.88 10-14230-4200 PROFESSIONAL SERVICES FIRE ETCHCHU COMPUTERS, INC. 1074 FIRE & RESCUE 2,801.75 10-14230-4903 ASSISTANT FIRE CHIEF TRAINING US BANK 9939-092622 CPR4KIDS.ORG 185.00 10-14230-4903 ASSISTANT FIRE CHIEF TRAINING US BANK 9939-092622 CPR4KIDS.ORG 185.00 10-14230-4900 TRAINING-FACILITY US BANK 9939-092622 CPR4KIDS.ORG 185.00 10-14230-4900 TRAINING-FACILITY 10.02592 HEARTSAVER CPR AED E-CARD 630.00 10-14230-4900 TRAINING-FACILITY CLEAR CREEK DISPOSAL 0001567013 FIRE TRAINING CENTER 67.45 10-14230-4900 TELEPHONE & COMMUNICATION FIRE						
HENRY SCHEIN						
HENRY SCHEIN						
HENRY SCHEIN 25348130 MEDICAL DRUGS 130.89 HENRY SCHEIN 25353227 MEDICAL EQUIPMENT 260.36 HENRY SCHEIN 253532527 MEDICAL EQUIPMENT 11.54 HENRY SCHEIN 25739525 MEDICAL EQUIPMENT 12.57 HENRY SCHEIN 25739618 MEDICAL EQUIPMENT 269.26 HENRY SCHEIN 25773040 MEDICAL EQUIPMENT 269.26 HENRY SCHEIN 25773040 MEDICAL DRUGS 238.53 HENRY SCHEIN 25773040 255.18 HENRY SCHEIN 255.18 HENRY SCHEIN 25773040 255.18 HENR						
HENRY SCHEIN						
HENRY SCHEIN 25352527						
HENRY SCHEIN 25739525 MEDICAL EQUIPMENT 12.57 HENRY SCHEIN 25753618 MEDICAL EQUIPMENT 209.26 HENRY SCHEIN 25773040 MEDICAL EQUIPMENT 209.26 HENRY SCHEIN 25773040 MEDICAL DRUGS 238.53 HENRY SCHEIN 25778318 MEDICAL DRUGS 328.14 SNAP HEAT 0174 SNAP HEAT FULL BACK 255.18						
HENRY SCHEIN						
HENRY SCHEIN 25773040 MEDICAL EQUIPMENT 209.26 HENRY SCHEIN 25773040 MEDICAL DRUGS 238.53 HENRY SCHEIN 25773338 MEDICAL DRUGS 328.14 SNAP HEAT 0174 SNAP HEAT FULL BACK 255.18 OI-4230-3500 MOTOR FUELS & LUBRICANTS FIRE						
HENRY SCHEIN 25773040 MEDICAL DRUGS 338.53 HENRY SCHEIN 25778338 MEDICAL DRUGS 328.14 SNAP HEAT 0174 SNAP HEAT FULL BACK 255.18 1-4230-3500 MOTOR FUELS & LUBRICANTS FIRE CHRISTENSEN INC. 1003862 37267 093022 157.05 US BANK 9939-092622 MAVERICK-FUEL 80.88 US BANK 9939-092622 MAVERICK-FUEL 44.26 1-4230-3510 MOTOR FUELS & LUBRICANTS EMS US BANK 0939-092622 MAVERICK-FUEL 44.26 1-4230-3510 MOTOR FUELS & LUBRICANTS EMS CHRISTENSEN INC. 1003862 37267 093022 371.36 1-4230-4200 PROFESSIONAL SERVICES FIRE KETCHUM COMPUTERS, INC. 19174 FIRE & RESCUE 2.801.75 1-4230-4903 ASSISTANT FIRE CHIEF TRAINING US BANK 3938 092622 WISEGUY PIZZA 350.20 1-4230-4910 TRAINING EMS US BANK 9939-092622 AED SUPERSTORE-CPR SUPPLIES 1.941.84 MINIDOKA MEMORIAL HOSPITA 13-032592 HEARTSAVER CPR AED E-CARD 630.00 1-4230-4920 TRAINING-FACILITY CLEAR CREEK DISPOSAL 0001567013 FIRE TRAINING CENTER 67.45 1-4230-5100 TELEPHONE & COMMUNICATION FIRE						
HENRY SCHEIN SNAP HEAT 25778338 MEDICAL DRUGS 328.14 SNAP HEAT VILL BACK 255.18						
SNAP HEAT Q155.18 01-4230-3500 MOTOR FUELS & LUBRICANTS FIRE CHRISTENSEN INC. 1003862 37267 093022 157.05 US BANK 9939-092622 MAVERICK-FUEL 80.88 US BANK 9939-092622 MAVERICK-FUEL 44.26 01-4230-3510 MOTOR FUELS & LUBRICANTS EMS CHRISTENSEN INC. 1003862 37267 093022 371.36 01-4230-4200 PROFESSIONAL SERVICES FIRE KETCHUM COMPUTERS, INC. 19174 FIRE & RESCUE 2,801.75 01-4230-4903 ASSISTANT FIRE CHIEF TRAINING US BANK 3938 092622 WISEGUY PIZZA 350.20 01-4230-4910 TRAINING EMS US BANK 9939-092622 CPRAKIDS.ORG 185.00 US BANK 9939-092622 CPR4KIDS.ORG 185.00 US BANK 9939-092622 AED SUPERSTORE- CPR SUPPLIES 1,941.84 MINIDOKA MEMORIAL HOSPITA 13-032592 HEARTSAVER CPR AED E-CARD 67.45 01-4230-4920 TRAINING-FACILITY <td col<="" td=""><td></td><td></td><td></td><td></td><td></td></td>	<td></td> <td></td> <td></td> <td></td> <td></td>					
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01-4230-4200 PROFESSIONAL SERVICES FIRE KETCHUM COMPUTERS, INC. 19174 FIRE & RESCUE 2,801.75 01-4230-4903 ASSISTANT FIRE CHIEF TRAINING US BANK 3938 092622 WISEGUY PIZZA 350.20 01-4230-4910 TRAINING EMS US BANK 9939 092622.2 CPR4KIDS.ORG 185.00 US BANK 9939-092622 AED SUPERSTORE- CPR SUPPLIES 1,941.84 MINIDOKA MEMORIAL HOSPITA 13-032592 HEARTSAVER CPR AED E-CARD 630.00 01-4230-4920 TRAINING-FACILITY CLEAR CREEK DISPOSAL 0001567013 FIRE TRAINING CENTER 67.45 01-4230-5100 TELEPHONE & COMMUNICATION FIRE						
KETCHUM COMPUTERS, INC. 19174 FIRE & RESCUE 2,801.75 01-4230-4903 ASSISTANT FIRE CHIEF TRAINING US BANK 3938 092622 WISEGUY PIZZA 350.20 01-4230-4910 TRAINING EMS US BANK 9939 092622.2 CPR4KIDS.ORG 185.00 US BANK 9939-092622 AED SUPERSTORE- CPR SUPPLIES 1,941.84 MINIDOKA MEMORIAL HOSPITA 13-032592 HEARTSAVER CPR AED E-CARD 630.00 01-4230-4920 TRAINING-FACILITY CLEAR CREEK DISPOSAL 0001567013 FIRE TRAINING CENTER 67.45 01-4230-5100 TELEPHONE & COMMUNICATION FIRE	CHRISTENSEN INC.	1003862	37267 093022	371.36		
01-4230-4903 ASSISTANT FIRE CHIEF TRAINING US BANK 3938 092622 WISEGUY PIZZA 350.20 01-4230-4910 TRAINING EMS US BANK 9939 092622.2 CPR4KIDS.ORG 185.00 US BANK 9939-092622 AED SUPERSTORE- CPR SUPPLIES 1,941.84 MINIDOKA MEMORIAL HOSPITA 13-032592 HEARTSAVER CPR AED E-CARD 630.00 01-4230-4920 TRAINING-FACILITY CLEAR CREEK DISPOSAL 0001567013 FIRE TRAINING CENTER 67.45 01-4230-5100 TELEPHONE & COMMUNICATION FIRE	01-4230-4200 PROFESSIONAL SERV	VICES FIRE				
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01-4230-4910 TRAINING EMS US BANK 9939 092622.2 CPR4KIDS.ORG 185.00 US BANK 9939-092622 AED SUPERSTORE- CPR SUPPLIES 1,941.84 MINIDOKA MEMORIAL HOSPITA 13-032592 HEARTSAVER CPR AED E-CARD 630.00 01-4230-4920 TRAINING-FACILITY CLEAR CREEK DISPOSAL 0001567013 FIRE TRAINING CENTER 67.45 01-4230-5100 TELEPHONE & COMMUNICATION FIRE	01-4230-4903 ASSISTANT FIRE CHI	EF TRAINING				
US BANK 9939 092622.2 CPR4KIDS.ORG 185.00 US BANK 9939-092622 AED SUPERSTORE- CPR SUPPLIES 1,941.84 MINIDOKA MEMORIAL HOSPITA 13-032592 HEARTSAVER CPR AED E-CARD 630.00 01-4230-4920 TRAINING-FACILITY CLEAR CREEK DISPOSAL 0001567013 FIRE TRAINING CENTER 67.45 01-4230-5100 TELEPHONE & COMMUNICATION FIRE	US BANK	3938 092622	WISEGUY PIZZA	350.20		
US BANK 9939-092622 AED SUPERSTORE- CPR SUPPLIES 1,941.84 MINIDOKA MEMORIAL HOSPITA 13-032592 HEARTSAVER CPR AED E-CARD 630.00 01-4230-4920 TRAINING-FACILITY CLEAR CREEK DISPOSAL 0001567013 FIRE TRAINING CENTER 67.45 01-4230-5100 TELEPHONE & COMMUNICATION FIRE	01-4230-4910 TRAINING EMS					
US BANK 9939-092622 AED SUPERSTORE- CPR SUPPLIES 1,941.84 MINIDOKA MEMORIAL HOSPITA 13-032592 HEARTSAVER CPR AED E-CARD 630.00 01-4230-4920 TRAINING-FACILITY CLEAR CREEK DISPOSAL 0001567013 FIRE TRAINING CENTER 67.45 01-4230-5100 TELEPHONE & COMMUNICATION FIRE	US BANK	9939 092622.2	CPR4KIDS.ORG	185.00		
01-4230-4920 TRAINING-FACILITY CLEAR CREEK DISPOSAL 0001567013 FIRE TRAINING CENTER 67.45 01-4230-5100 TELEPHONE & COMMUNICATION FIRE	US BANK	9939-092622	AED SUPERSTORE- CPR SUPPLIES	1,941.84		
CLEAR CREEK DISPOSAL 0001567013 FIRE TRAINING CENTER 67.45 01-4230-5100 TELEPHONE & COMMUNICATION FIRE			HEARTSAVER CPR AED E-CARD	· ·		
			FIRE TRAINING CENTER	67.45		
	01-4230-5100 TELEPHONE & COM	MUNICATION FI	RE			
				45.38		

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
SYRINGA NETWORKS, LLC	20303 100122	706460 100122	475.00	
VERIZON WIRELESS	0842054254000	084205435400001	565.56	
VERIZON WIRELESS	9916596540	842054354-00001	282.63	
ACTIVE 911, INC.	445230	ACTIVEALERT	344.25	
WHITE CLOUD	102377	SERVICE, REPLACE MIC CORD	53.30	
WHITE CLOUD	102623	DEPOT REPAIR	80.00	
AT&T MOBILITY LLC	287307161044	287307151044 092322	291.49	
AT&T MOBILITY LLC	287310798935	287310798935 100122	175.43	
01-4230-5110 TELEPHONE & COM	MUNICATION E	MS		
MTE COMMUNICATIONS	056983 100122	056983 08-09-10 2022	45.37	
SYRINGA NETWORKS, LLC	20303 100122	706460 100122	475.00	
VERIZON WIRELESS	9916596540	842054354-00001	282.62	
ACTIVE 911, INC.	445230	ACTIVEALERT	344.25	
WHITE CLOUD	102377	SERVICE, REPLACE MIC CORD	53.29	
WHITE CLOUD	102623	DEPOST REPAIR	80.00	
AT&T MOBILITY LLC	287307161044	287307151044 092322	291.48	
01-4230-5200 UTILITIES				
CITY OF KETCHUM	SEPTEMBER	2307	153.92	
CLEAR CREEK DISPOSAL	0001567153	107 SADDLE RD	276.62	
IDAHO POWER	2226144497 09	2226144497 092722	1,419.85	
INTERMOUNTAIN GAS	26223127833 0	26223127833 092622	19.84	
01-4230-6000 REPAIR & MAINT-AU	ITO EOUIP FIRE			
RIVER RUN AUTO PARTS	6538-183056	AIR FILTERS, LUBE, COOLING SYSTEM	579.80	
US BANK	9939-092622	LIQUIDTIGHT INSULATORS	12.22	
US BANK	9939-092622	ACE- WRENCH, SCREW EXTRACTOR, BIT DRILL,	26.17	
		WEATHER STRIP, BOLTS		
01-4230-6010 REPAIR & MAINT-AU	JTO EQUIP EMS			
US BANK	9939-092622	LIQUIDTIGHT INSULATORS	12.22	
US BANK	9939-092622	ACE- WRENCH, SCREW EXTRACTOR, BIT DRILL,	26.16	
		WEATHER STRIP, BOLTS		
01-4230-6110 REPAIR & MAINTM	ACHINERY & EO)		
A.C. HOUSTON LUMBER CO.	2208-966622	ABS ELBOWS COUPLING	25.97	
US BANK	9939-092622	RATCHET STRAPS, PLASTIC SHEETING	60.45	
Total FIRE & RESCUE:			19,741.37	
STREET				
01-4310-2515 VISION REIMBURSE	MENT ACCT/HR	A)		
NBS-NATIONAL BENEFIT SERVI	873951	FSA & HRA Plan Administration Fees SEPT22	47.82	
01-4310-3200 OPERATING SUPPLII	ES			
ATKINSONS' MARKET	01466394	LA CROIX	19.89	
ATKINSONS' MARKET	05565750	COKE CLASSIC	98.72	
ATKINSONS' MARKET	08513271	BAKED GOODS	61.26	
ATKINSONS' MARKET	10600458	BIGWOOD EVERYTHING, SALMON, ICE CUBES	25.68	
ATKINSONS' MARKET	10602734	LA CROIX	31.23	
ATKINSONS' MARKET	1060640	BAKD GOODS, SALMON, SODA	67.97	
RIVER RUN AUTO PARTS	6538-182457	STAR TRON ADDITIVE	12.99	
US BANK	2022 092622	THE KNEADERY	212.17	
01-4310-3400 MINOR EQUIPMENT				
FASTENAL COMPANY	IDJER104600	ELECTRICAL CONNECTIONS AND HEAT SHRINK	41.07	
US BANK	2022 092622	DIAMOND SAW BLADE	359.98	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Numb
1-4310-3500 MOTOR FUELS & LUI	RRICANTS			
CHRISTENSEN INC.	1003864	37269 093022	1,861.30	
1-4310-4200 PROFESSIONAL SERV	ICES			
KETCHUM COMPUTERS, INC.	19174	STREETS	247.50	
ROAD WORK AHEAD TRAFFIC S	TS-18253	TRAFFIC CONTROL FOG SEALING	3,460.82	
1-4310-4900 PERSONNEL TRAININ	NG/TRAVEL/MT	G		
US BANK	2022 092622	AMERICAN TRAFFIC SAFETY SERVICES	130.00	
1-4310-5200 UTILITIES	arbare area	0000	101.65	
CITY OF KETCHUM	SEPTEMBER	9993	101.67	
CITY OF KETCHUM	SEPTEMBER	9999	104.87	
INTERMOUNTAIN GAS	32649330001 0	911 WARM SPRINGS	34.30	
INTERMOUNTAIN GAS	32649330001 0	200 E 10 ST	20.06	
INTERMOUNTAIN GAS	49439330009 0	49439330009	19.28	
1-4310-6100 REPAIR & MAINTMA		-	221 (9	
NAPA AUTO PARTS	121121	ALTERNATOR FOR GEOVAC	321.68	
COMMERCIAL TIRE	315341	WINTER TIRES 966M LOADER - PAYMENT 1	6,000.00	
KARL MALONE FORD HAILEY	103832	FORD 550 WIRING	1,111.51	
1-4310-6910 OTHER PURCHASED ALSCO - AMERICAN LINEN DIVI		200 10711 57	38.87	
ALSCO - AMERICAN LINEN DIVI		200 10TH ST 200 10TH ST	41.64	
SENTINEL FIRE & SECURITY, IN	77549	260 10TH ST MONITORING	87.00	
TREASURE VALLEY COFFEE INC	2160-08487477	COFFEE, COCOA	71.08	
1-4310-6930 STREET LIGHTING				
IDAHO POWER	2200749261 09	2200749261 092422	596.90	
1-4310-6950 MAINTENANCE & IM	PROVEMENTS			
FASTENAL COMPANY	IDJER104337	CONSTRUCTION ZIP TIES	67.74	
WALKER SAND AND GRAVEL	1076878	70.22 TON 3/8" CRUSHED FINES	1,050.24	
WALKER SAND AND GRAVEL	1078362	22.29 TON 3/8" CRUSHED FINES	333.66	
WALKER SAND AND GRAVEL	1078746	24.77 TON 3/8" CRUSHED FINES	370.12	
Total STREET:			17,049.02	
RECREATION				
1-4510-2515 VISION REIMBURSEN	MENT ACCT(HR	A)		
NBS-NATIONAL BENEFIT SERVI	873951	FSA & HRA Plan Administration Fees SEPT22	19.60	
1-4510-3250 RECREATION SUPPLI	IES			
US BANK	7926 092622	BANBURY HOTSPRINGS	57.66	
US BANK	7926 092622	TENNIS WAREHOUSE	101.99	
US BANK	7926 092622	COLLEGE OF SOUTHERN IDAHO- PROGRAM	150.00	
US BANK	7926 092622	AMERICAN SOCCER CO INC-1704538	796.00	
US BANK	7926 092622	GOLD MINE BOOKS	10.20	
1-4510-3300 RESALE ITEMS-CONC			_	
ATKINSONS' MARKET	01475944	PUMP, OLIVE OIL, PARM, BANANAS	26.74	
ATKINSONS' MARKET	02610387	BLUEBERRY MUFFINS, ORANGES	36.69	
ATKINSONS' MARKET	02613343	APPLES FUJI, PURE GRAN	16.87	
ATKINSONS' MARKET	02614196	MILK	9.19	
ATKINSONS' MARKET	04263546	BANANA, VEGETABLE, EGGS	14.18	

City of Ketchum	Payment Approval Report - by GL Council	Page: 9
	Report dates: 9/28/2022-10/12/2022	Oct 12, 2022 01:56PM

		Report dates. 7/26/2022-10/12/2022		12, 2022 01.301 W
Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
ATKINSONS' MARKET	05582255	APPLES, CHOCOLATE, BANANAS	28.49	
01-4510-3500 MOTOR FUELS & LUI	BRICANTS			
CHRISTENSEN INC.	1003863	37267 093022	150.67	
01-4510-4200 PROFESSIONAL SERVICE KETCHUM COMPUTERS, INC.	VICE 19174	PARKS	369.50	
,				
01-4510-5200 UTILITIES INTERMOUNTAIN GAS	31904030009 0	31904030009	12.15	
01-4510-6100 REPAIR & MAINTM.	ACHINERY & E()		
US BANK	7926 092622	REPLACEMENT JOHN DEERE GATOR IGNITION	6.99	-
Total RECREATION:			1,806.92	-
Total GENERAL FUND:			301,866.95	-
WAGON DAYS FUND WAGON DAYS EXPENDITURES				
02-4530-3200 OPERATING SUPPLIE	es.			
ATKINSONS' MARKET	04250739	Donuts, C OR M RINGS	103.93	
ATKINSONS' MARKET	08524825	DONUTS	56.19	
PRESS PRINT HOUSE	1533	Wagon Day's T Shirts- STAFF	620.00	
US BANK	5198 092622	WAGON DAY CUPS, FRAMES, BIODEGRADABLE SILVERWARE ETC	423.73	
US BANK	5198 092622	GREEN STRIP RENEWABLE COMPOSTANLE COLD CUPS	170.88	
US BANK	6235 092622	WIX.COM	30.00	
US BANK	6235 092622	UPRINTING- YARD SIGNS	424.83	
US BANK	6235 092622	UPRINTING VINYL BANNERS	118.49	
02-4530-3250 SOUVENIRS SUPPLIE	S			
PRESS PRINT HOUSE	1533	Wagon Day's T Shirts	1,312.00	
02-4530-4200 PROFESSIONAL SERV	VICES			
US BANK	6235 092622	VRBO- CREDIT	250.00-	-
ROAD WORK AHEAD TRAFFIC S	TS-18105	WAGON DAYS- TRAFFIC CONTROL	5,061.04	
02-4530-4220 GRAND MARSHAL DI				
US BANK	6235 092622	SUN VALLEY F&B FOOD	205.92	
02-4530-4240 CONCERT				
US BANK	6235 092622	ALBERTSONS PROUD SOUR	17.46	
US BANK	6235 092622	ALBERTSONS WTR	109.11	
US BANK	6235 092622	VILLAGE MARKET- CHICO LIME MIN	7.96	
US BANK	6235 092622	KETCHUM KITCHENS- TOWELS	77.67	
US BANK	6235 092622	IDAHO STATE LIQUOR	58.19	
02-4530-4400 ADVERTISING & LEG	GAL PUBLICATION)		
US BANK	6235 092622	USPS- SHIPPING	9.70	
WOOD RIVER MEDIA	MC-122091670	Wagon Days Radio Ads-2022	240.00	-
Total WAGON DAYS EXPENDIT	TURES:		8,797.10	-
Total WAGON DAYS FUND:			8,797.10	
				-

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
GENERAL CAPITAL IMPROVEMENT GENERAL CIP EXPENDITURES	NT FD			
03-4193-7100 SUN VALLEY RD MIL	L & OVERLAY			
COPY & PRINT, L.L.C.	124231	24*16 POSTERS COLOR	119.94	
GALENA ENGINEERING, INC.	1318-186	SUN VALLEY RD RECONSTRUCTION	1,158.08	
CITY OF SUN VALLEY	2022-8	SUN VALLEY RD RECONSTRUCTION (JACOBS)	12,538.96	22098
ELECTRIC 1 WEST, INC	02905	SUN VALLEY RD REPAIR CONDUIT	2,326.76	22070
OPAL ENGINEERING, PLLC	156	Sun Valley Rd: COORDINATION AND REVIEW	300.00	
03-4193-7193 MAIN ST/WARM SPRI	INGS DESIGN			
COPY & PRINT, L.L.C.	124301	POSTERS, FINISHING, FOAM BOARD	319.32	
HDR ENGINEERING, INC.	1200467425	MAIN ST WARM SPRINGS	15,229.75	22112
HDR ENGINEERING, INC.	1200467575	MAIN ST WARM SPRINGS	6,999.75	
03-4193-7210 SUSTAINABILITY INF	FASTRUCTURE			
BROWN AND CALDWELL	54457700	COK GEOTHERMAL EVALUATION	5,123.38	
03-4193-7607 SIDEWALK CURB AN	D GUTTER			
HDR ENGINEERING, INC.	1200467579	PO 22123- 22 ON-CALL SERVICES	1,899.00	
Total GENERAL CIP EXPENDIT	URES:		46,014.94	
FIRE & RESCUE CIP EXPENDITUR	RES			
03-4230-7100 UTILITY/PICK-UP TR	RUCK			
US BANK	9939-092622	DECKED- REFUND TAXES	112.00-	
US BANK	9939-092622	DECKED- CARGOGLIDE	1,511.99	
US BANK	9939-092622	TARPSUPPLY	152.43	
PEDEGO SUN VALLEY	092322	RIDGE RIDER PARTS	3,651.97	
03-4230-7115 FIREFIGHTIN EQ (TO	OOLS)			
MUNICIPAL EMERGENCY SERIC	IN1766956	KOCHEK HOSE	525.00	
03-4230-7125 RESCUE (CITY PROV				
US BANK	9939 092622.2	CIH EQUIPMENT COMP INC- DIFFERENCE	.60	
CURTIS TOOLS FOR HEROES	INV632995	ELITE DUAL CERTIFIED PANTS	339.54	
03-4230-7130 PPE (TURNOUT GEAI	R)			
MUNICIPAL EMERGENCY SERIC	IN1767919	SHIPPING	75.00	
MUNICIPAL EMERGENCY SERIC	IN1767919	QUANTIFIT2	10,075.00	23006
MEYER, NEILS	CR 092222	BOOT REIMBURSEMENT	150.00	
03-4230-7135 MEDICAL (CITY PRO				
US BANK	9939-092622	CIH- AIR 34 LITER, REGULATOR, SERVICE	229.00	
03-4230-7140 SHOP TOOLS				
US BANK	9939-092622	HOMEDEPOT ORDER WP44894793	50.38	
Total FIRE & RESCUE CIP EXPE	ENDITURES:		16,648.91	
STREETS CIP EXPENDITURES				
03-4310-7100 RECTANGLE RAPID I				22112
JS CUSTOM CRETE, INC	888-A	RFB System 3 Pole w/ Median - Concrete	46,325.00	22113
Total STREETS CIP EXPENDITU	JRES:		46,325.00	

		Report dates. 7/20/2022-10/12/2022		12, 2022 01.301 W
Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
Total GENERAL CAPITAL IMPR	OVEMENT FD:		108,988.85	
ORIGINAL LOT FUND ORIGINAL LOT TAX				
22-4910-2515 VISION REIMBURSE NBS-NATIONAL BENEFIT SERVI	MENT ACCT(HR 873951	A) FSA & HRA Plan Administration Fees SEPT22	.00	
22-4910-6040 SUN VALLEY MARKE VISIT SUN VALLEY	ETING ALLIANC 85 V2	E City of Ketchum Contract- FINAL FY22	20,833.33	
22-4910-6070 SVED SUN VALLEY ECONOMIC DEVEL	1413	Specific Services	3,750.00	23009
22-4910-6080 MOUNTAIN RIDES MOUNTAIN RIDES	12014	TRANSPORTATION SERVICES	64,083.34	23012
22-4910-6085 FRIENDS OF THE SAV FRIENDS OF SAWTOOTH NF	WTOOTH NF 304	SPECIFIC SERVICES	4,000.00	23010
Total ORIGINAL LOT TAX:			92,666.67	
Total ORIGINAL LOT FUND:			92,666.67	
FIRE CONSTRUCTION FUND FIRE FUND EXP/TRNFRS				
42-4800-7450 EQUIPMENT HUGHES FIRE EQUIPMENT, INC.	230192	Enforcer PUC Pumper KB790 Down Payment	100,000.00	23003
Total FIRE FUND EXP/TRNFRS:			100,000.00	
Total FIRE CONSTRUCTION FU	ND:		100,000.00	
CITY/COUNTY HOUSING CITY/COUNTY HOUSING EXPENS	E			
54-4410-4200 PROFESSIONAL SER' NESTED STRATEGIES SUNNY SHAW & ASSOCIATES LANDING, INC.	VICES 1095 SSA 091522 1384	HOUSING PHILANTHROPY DEED-RESTRICTION COMPLIANCE HOUSING RESEARCH & PROJECTS	1,687.50 2,350.00 15,000.00	
Total CITY/COUNTY HOUSING	EXPENSE:		19,037.50	
Total CITY/COUNTY HOUSING	:		19,037.50	
WATER FUND WATER EXPENDITURES				
63-4340-2515 VISION REIMBURSEN NBS-NATIONAL BENEFIT SERVI	MENT ACCT(HR 873951	A) FSA & HRA Plan Administration Fees SEPT22	16.50	
63-4340-3120 DATA PROCESSING BILLING DOCUMENT SPECIALIS	84194	Statement Processing for Utility Billing	456.00	
63-4340-3200 OPERATING SUPPLII A.C. HOUSTON LUMBER CO. A.C. HOUSTON LUMBER CO.	2209-978130 2209-978258	Gloves Batteries C 4PK	37.97 19.98	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
ALSCO - AMERICAN LINEN DIVI	LBOI2022491	VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT	28.41	
ALSCO - AMERICAN LINEN DIVI	LBOI2022493	VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT	56.43	
ALSCO - AMERICAN LINEN DIVI	LBOI2026113	110 RIVER RANCH RD - ADMIN - 100722	30.50	
ALSCO - AMERICAN LINEN DIVI	LBOI2026115	110 RIVER RANCH RD - WATER - 100722	60.59	
D & B SUPPLY INC.	7191	Work Pants	91.48	
GEM STATE PAPER & SUPPLY	1082007	BATH TISSUE, FACIAL TISSUE, PAPER TOWELS, GLASS CLEANER	130.02	
GO-FER-IT	115174	Water Samples	49.35	
PIPECO, INC.	S4792321.001	Blue Marking Paint	64.76	
PIPECO, INC.	S4795532.001	Blue FLAGS / GLOVES / PIPEWRAP TAPE	51.64	
PIPECO, INC.	S4806370.001	PIPEWRAP TAPE & BLUE MONSTER TEFLON	13.03	
TREASURE VALLEY COFFEE INC	2160:08470686	SQWINCHER STIX	56.02	
63-4340-3250 LABORATORY/ANALY	YSIS			
MAGIC VALLEY LABS, INC.	25641	Drinking Water Bacteria, Cooler Return	42.00	
63-4340-3400 MINOR EQUIPMENT				
RIVER RUN AUTO PARTS	6538-182823	SOCKET ADAPTER SET	12.99	
63-4340-3500 MOTOR FUELS & LUI	BRICANTS			
CHRISTENSEN INC.	1002747	37271 091522	635.93	
CHRISTENSEN INC.	1003866	37271 093022	425.21	
63-4340-3800 CHEMICALS				
GEM STATE WELDERS SUPPLY,I	841701	55 Gallon Sodium Hypochlorite (x2)	558.00	
63-4340-4200 PROFESSIONAL SERV	/ICES			
KETCHUM COMPUTERS, INC.	19174	WATER	308.50	
MOUNTAIN FIRE SPRINKLER	3257	Fire System Repair	7,295.00	
ROBERTS ELECTRIC	7285	BIG WOOD TANK - LABOR & PARTS	237.40	
ROBERTS ELECTRIC	7635	BIG WOOD TANK - LABOR & PARTS	165.51	
US BANK	6235 092622	LINKEDIN- DIRECTOR PUBLIC WORKS	255.31	
AWSI	545311	FMCSA- BGC210	15.00	
63-4340-4600 INSURANCE				
ICRMP	02097-2023-1	Annual Member Contribution for Policy Period 10-01-22 to 09-30-23	14,000.00	
63-4340-5100 TELEPHONE & COMP		2005250515 1055 000122	100.40	
CENTURY LINK	2087250715 19	2087250715 195B 090422	128.49	
SYRINGA NETWORKS, LLC	20303 100122	146523 100122	325.00	
VERIZON WIRELESS	9915757797	365516521 091322	123.21	
AT&T MOBILITY LLC AT&T MOBILITY LLC	287318858311 287318858311	287318858311c09012022 287318858311 092322	4.49 1,838.77	
ATOMET FEE	207310030311	20/310030311 0/2322	1,050.77	
63-4340-5200 UTILITIES				
DIG LINE	0068478-IN	Monthly Fee	101.92	
DIG LINE	0069086-IN	0000167 093022	115.01	
IDAHO POWER	2203658592 09	2203658592 092622	13,840.03	
INTERMOUNTAIN GAS	32649330001 0	110 RIVER RANCH RD A	13.59	
63-4340-6000 REPAIR & MAINT-AU	-			
LES SCHWAB	11700774396	New Tires and Balance for 2006 GMC - C14361	1,686.24	
RIVER RUN AUTO PARTS	6538-182784	AGC 3AG 32V BOX 15A	4.45	
63-4340-6100 REPAIR & MAINT-MA	CH & EQUIP			
A.C. HOUSTON LUMBER CO.	2209-981409	4" SQR Blank Cover Plate Blue	2.39	

City of Ketchum

Vendor Name Invoice Numb				
Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Numb
BROOKS WELDING	15365	1 - 48" DIA 1/4" PLATE	740.88	
ERGUSON ENTERPRISES, LLC	0834139-1	LF 2 MIP X PE PJ BALL CORP & PARTS	506.22	
FERGUSON ENTERPRISES, LLC	0834797-1	5-1/4X3 VLV BX RSR,5-1/4X4 VLV BX RSR,5-1/4X6 VLV BX RSR	416.51	
IPECO, INC.	S4757001.001	BBV-050 VALVE 1/2 BRASS BALL T X T & PARTS	33.10	
PIPECO, INC.	S4760542.001	GV-075 GARDEN VALVE 3/4X3/4 BENT HOSE AQUALINE	9.91	
PIPECO, INC.	S4789220.001	4 LIQUID FILLED PRESSURE GAUGE	70.87	
PIPECO, INC.	S4794594.001	2" GALV CAP	8.57	
Total WATER EXPENDITURES:	;		45,083.18	
Total WATER FUND:			45,083.18	
VATER CAPITAL IMPROVEMENT VATER CIP EXPENDITURES	Γ FUND			
4-4340-7600 MACHINERY AND E	QUIPMENT			
FERGUSON ENTERPRISES, LLC	0834772	16 LF 1 IPERL 1000GAL WTR MTR	4,848.00	
4-4340-7650 WATER METERS FERGUSON ENTERPRISES, LLC	0834773	16 LF 1 IPERL 1000GAL WTR MTR	4,848.00	
,	0634773	10 Li. I IFEKL 1000GAL WIK MIK	4,040.00	
4-4340-7800 CONSTRUCTION	0024120	O LE A MID W DI CODD O DI DEC	1.071.00	
TERGUSON ENTERPRISES, LLC	0834139	8 LF 2 MIP X PJ CORP & PARTS	1,971.90	
ERGUSON ENTERPRISES, LLC	0834768	16 LF 1 IPERL 1000GAL WTR MTR	4,848.00	
ERGUSON ENTERPRISES, LLC	0834769	16 LF 1 IPERL 1000GAL WTR MTR	4,848.00	
FERGUSON ENTERPRISES, LLC	0834770	16 LF 1 IPERL 1000GAL WTR MTR	4,848.00	
FERGUSON ENTERPRISES, LLC	0834797	5-1/4X2 VLV BX RSR,5-1/4X3 VLV BX RSR,5-1/4X4 VLV BX RSR,5-1/4X6 VLV BX RSR	416.52	
Total WATER CIP EXPENDITUR	RES:		26,628.42	
Total WATER CAPITAL IMPRO	VEMENT FUND:		26,628.42	
VASTEWATER FUND VASTEWATER EXPENDITURES				
5-4350-2515 VISION REIMBURSE	MENT ACCT(HR	A)		
5-4350-2515 VISION REIMBURSE NBS-NATIONAL BENEFIT SERVI	EMENT ACCT(HR 873951	A) FSA & HRA Plan Administration Fees SEPT22	39.20	
NBS-NATIONAL BENEFIT SERVI 5-4350-3120 DATA PROCESSING	873951	FSA & HRA Plan Administration Fees SEPT22		
NBS-NATIONAL BENEFIT SERVI 3-4350-3120 DATA PROCESSING	873951		39.20 684.00	
NBS-NATIONAL BENEFIT SERVI 5-4350-3120 DATA PROCESSING BILLING DOCUMENT SPECIALIS 5-4350-3200 OPERATING SUPPLI	873951 84194 ES	FSA & HRA Plan Administration Fees SEPT22 Statement Processing for Utility Billing	684.00	
NBS-NATIONAL BENEFIT SERVI 5-4350-3120 DATA PROCESSING BILLING DOCUMENT SPECIALIS 5-4350-3200 OPERATING SUPPLI A.C. HOUSTON LUMBER CO.	873951 84194 ES 2208-966280	FSA & HRA Plan Administration Fees SEPT22 Statement Processing for Utility Billing GLOVES VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC)		
NBS-NATIONAL BENEFIT SERVI 5-4350-3120 DATA PROCESSING BILLING DOCUMENT SPECIALIS 5-4350-3200 OPERATING SUPPLI A.C. HOUSTON LUMBER CO. ALSCO - AMERICAN LINEN DIVI	873951 84194 ES 2208-966280 LBOI2022491	FSA & HRA Plan Administration Fees SEPT22 Statement Processing for Utility Billing GLOVES	684.00 32.97	
S-4350-3120 DATA PROCESSING SILLING DOCUMENT SPECIALIS S-4350-3200 OPERATING SUPPLI A.C. HOUSTON LUMBER CO. ALSCO - AMERICAN LINEN DIVI ALSCO - AMERICAN LINEN DIVI	873951 84194 ES 2208-966280 LBOI2022491 LBOI2022492	FSA & HRA Plan Administration Fees SEPT22 Statement Processing for Utility Billing GLOVES VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC)	684.00 32.97 28.42	
ALSCO - AMERICAN LINEN DIVI	873951 84194 ES 2208-966280 LBOI2022491 LBOI2022492 LBOI2026113	Statement Processing for Utility Billing GLOVES VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT	684.00 32.97 28.42 126.36	
ALSCO - AMERICAN LINEN DIVI	873951 84194 ES 2208-966280 LBOI2022491 LBOI2022492 LBOI2026113	Statement Processing for Utility Billing GLOVES VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT 110 RIVER RANCH RD - ADMIN - 100722	684.00 32.97 28.42 126.36 30.50	
-4350-3120 DATA PROCESSING BILLING DOCUMENT SPECIALIS -4350-3200 OPERATING SUPPLIA LC. HOUSTON LUMBER CO. LLSCO - AMERICAN LINEN DIVIALSCO - AMERICAN LINEN	873951 84194 ES 2208-966280 LBOI2022491 LBOI2022492 LBOI2026113 LBOI2026114	Statement Processing for Utility Billing GLOVES VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT 110 RIVER RANCH RD - ADMIN - 100722 110 RIVER RANCH RD - WASTEWATER - 100722	684.00 32.97 28.42 126.36 30.50 136.40	
A-4350-3120 DATA PROCESSING BILLING DOCUMENT SPECIALIS BILLING SUPPLIA	873951 84194 ES 2208-966280 LBOI2022491 LBOI2022492 LBOI2026113 LBOI2026114 08537987	Statement Processing for Utility Billing GLOVES VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT 110 RIVER RANCH RD - ADMIN - 100722 110 RIVER RANCH RD - WASTEWATER - 100722 TEAS	684.00 32.97 28.42 126.36 30.50 136.40 18.49	
ALSCO - AMERICAN LINEN DIVIALSCO - AMERICAN LINE	873951 84194 ES 2208-966280 LBOI2022491 LBOI2022492 LBOI2026113 LBOI2026114 08537987 2609548	Statement Processing for Utility Billing GLOVES VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT 110 RIVER RANCH RD - ADMIN - 100722 110 RIVER RANCH RD - WASTEWATER - 100722 TEAS KEYS	32.97 28.42 126.36 30.50 136.40 18.49 9.27	
ALSCO - AMERICAN LINEN DIVIALSCO - AMERICAN LINE	873951 84194 ES 2208-966280 LBOI2022491 LBOI2022492 LBOI2026113 LBOI2026114 08537987 2609548 7191	Statement Processing for Utility Billing GLOVES VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT 110 RIVER RANCH RD - ADMIN - 100722 110 RIVER RANCH RD - WASTEWATER - 100722 TEAS KEYS Work Pants	32.97 28.42 126.36 30.50 136.40 18.49 9.27 91.49	
NBS-NATIONAL BENEFIT SERVI 5-4350-3120 DATA PROCESSING BILLING DOCUMENT SPECIALIS	873951 84194 ES 2208-966280 LBOI2022491 LBOI2022492 LBOI2026113 LBOI2026114 08537987 2609548 7191 1081719 85256803	Statement Processing for Utility Billing GLOVES VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT 110 RIVER RANCH RD - ADMIN - 100722 110 RIVER RANCH RD - WASTEWATER - 100722 TEAS KEYS Work Pants BATH TISSUE, PAPER TOWELS	32.97 28.42 126.36 30.50 136.40 18.49 9.27 91.49 109.29	

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Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
UPS STORE #2444	MMN7FR5KG	WATER SAMPLES	14.58	
US BANK	5198 092622	NITRILE GLOVES	295.00	
HEYREND, JAMES	55501534890	REIMBURSEMENT - BOOTS	200.00	
55-4350-3400 MINOR EQUIPMENT				
PIPECO, INC.	S4808997.001	HEDGE SHEER W/ALUM HANDLE	48.07	
65-4350-3500 MOTOR FUELS & LUI	BRICANTS			
RIVER RUN AUTO PARTS	6538-182183	CONV OIL 20W50	13.90	
CHRISTENSEN INC.	1002746	37270 091522	831.53	
CHRISTENSEN INC.	1003865	37270 093022	301.28	
CHRISTENSEN INC.	397119	37270 092822	3,232.18	
55-4350-3800 CHEMICALS				
THATCHER COMPANY, INC.	2022100122102	ALUMINUM SULFATE	5,696.67	23004
THATCHER COMPANY, INC.	2022100122970	CREDIT - ALUMINUM SULFATE	5,696.67-	23004
THATCHER COMPANY, INC.	2022100122971	ALUMINUM SULFATE	6,072.40	23004
UNIVAR SOLUTIONS USA INC	50614843	Totes, UNIFLOK 1160 IBC710 – 16182170-TECH-LIQ (ACH), 3000#/TOTE	11,039.08	23005
UNIVAR SOLUTIONS USA INC	50614843	FUEL SURCHARGE	100.00	23005
5-4350-4200 PROFESSIONAL SERV	VICES			
ANALYTICAL LABORATORIES, I	94103	Chemicals and shipping	818.31	
KETCHUM COMPUTERS, INC.	19174	WASTEWATER	598.50	
US BANK	6235 092622	LINKEDIN PUBLIC WORKS	255.31	
5-4350-4600 INSURANCE				
ICRMP	02097-2023-1	Annual Member Contribution for Policy Period 10-01-22 to 09-30-23	32,000.00	
5-4350-4900 PERSONNEL TRAINII	NG/TRAVEL/MT	G		
US BANK	5198 092622	WWTLA-22892	30.00	
US BANK	5198 092622	WWT2-21980	30.00	
US BANK	5198 092622	DWD2-24104	30.00	
5-4350-5100 TELEPHONE & COM	MUNICATIONS			
SYRINGA NETWORKS, LLC	20303 100122	146523 100122	325.00	
5-4350-5200 UTILITIES				
INTERMOUNTAIN GAS	32649330001 0	110 RIVER RANCH RD C	9.79	
INTERMOUNTAIN GAS	32649330001 0	110 RIVER RANCH RD GRIT BLDG	9.79	
INTERMOUNTAIN GAS	32649330001 0	110 RIVER RANCH RD A	13.59	
INTERMOUNTAIN GAS	32649330001 0	110 RIVER RANCH RD SLUDGE	9.79	
INTERMOUNTAIN GAS	58208688554 0	58208688554	9.79	
5-4350-6000 REPAIR & MAINT-AU	TO EQUIP			
A.C. HOUSTON LUMBER CO.	2210-990388	5/8 NYLON LOCKNUT	3.60	
McMASTER-CARR SUPPLY CO.	85424259	MULTIPURPOSE NEOPRENE RUBBER SHEET	110.62	
NAPA AUTO PARTS	119097	(CREDIT)BMX Ignition Wire Set	33.59-	
NAPA AUTO PARTS	120116	4 18MO WTY BAT	545.96	
NAPA AUTO PARTS	120211	BATTERY CABLE	48.99	
NAPA AUTO PARTS	121340	BRAKE CHAMBER	56.99	
NAPA AUTO PARTS RIVER RUN AUTO PARTS	121459 6538-182625	AIR BRKE CHAMBER CLEVIS - H/D BATTERY CABLE/CLEANER/BRUSH	3.78 44.35	
MIVER RUN AUTU PARIS	0330-102023	DALIERI CADLE/CLEANER/DRUSH	44.33	
5-4350-6100 REPAIR & MAINT-MA	-			
A.C. HOUSTON LUMBER CO.	2208-972918	10" STRAIGHT TIN SNIP - 10.1oz BUTYL GTTR/FLSHG GRAY	24.78	
A.C. HOUSTON LUMBER CO.	2209-975788	LF 3/16 PROOF COIL CHAIN	1.39	

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Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
DYKMAN ELECTRICAL, INC.	0621115-IN	Euro - VENT VALVE, BEARINGS, O-RING, GASKET, SEALS	891.03	
PIPECO, INC.	S4719596.001	PVC ADAPTER & BUSHING	3.23	
PIPECO, INC.	S4808692.001	1/4" BARBED TEE NDS	.16	
US BANK	5198 092622	O-RING ZT28/3100 CHARGE PART	23.65	
US BANK	5198 092622	MIGHTY MAX BATTERY 12VOLT	21.99	
PUMPTECH, LLC	0184766-IN	ABEL EM-080 MEMBRANE	2,957.72	
PUMPTECH, LLC	0184849-IN	ABEL EM-080 MEMBRANE	4,430.51	
65-4350-6900 COLLECTION SYSTE	M SERVICES/CH	IA		
A.C. HOUSTON LUMBER CO.	2209-977502	50# NON-SHRINK GROUT	22.99	
A.C. HOUSTON LUMBER CO.	2210-990388	1/4 QUICK LINK	1.69	
DIG LINE	0068478-IN	Monthly Fee	101.91	
DIG LINE	0069086-IN	0000167 093022	115.00	
PIPECO, INC.	S4815082.001	GREEN MARKING PAINT & FLAGS	78.85	
RIVER RUN AUTO PARTS	6538-183044	OIL 5W20 FULL SYN 1	17.98	
CHRISTENSEN INC.	1002746	37270 091522	299.88	
US BANK	5198 092622	QUIK-MARK INVERTED MARKING PAINT SAFTEY GREEN	89.00	
Total WASTEWATER EXPENDIT	ΓURES:		67,588.43	
Total WASTEWATER FUND:			67,588.43	
WASTEWATER CAPITAL IMPROVI WASTEWATER CIP EXPENDITURE				
67-4350-7812 MICROSCOPE				
OLYMPUS SCIENTIFIC SOLUTIO	IN-U299313	SHIPPING	25.13	
OLYMPUS SCIENTIFIC SOLUTIO	IN-U299313	CX43 MICROSCOPE W/ PHASE CONTRAST & CAMERA & SHIPPING	5,709.10	22110
67-4350-7813 CAPITAL IMP PLAN(N	NO SHARING)			
COPY & PRINT, L.L.C.	124325	POS 8015: POSTERS, FOAM BOARD, FINISHING LABOR	227.88	
US BANK	6235 092622	GOVPROS SERV FEE	1.95	
US BANK	6235 092622	ELECTIONS ONLINE SR FEE	1.95	
US BANK	6235 092622	ELECTIONS ONLINE	20.00	
Total WASTEWATER CIP EXPEN	NDITURES:		5,986.01	
Total WASTEWATER CAPITAL I	IMPROVE FND:		5,986.01	
PARKS/REC DEV TRUST FUND PARKS/REC TRUST EXPENDITURI	ES			
93-4900-5910 WARM SPRINGS PRE	SR-RESTORATIO	ON		
US BANK	6235 092622	ALBERTSONS- STRAWBERRIES	17.99	
US BANK	6235 092622	UPRINTING VINYL BANNERS 10018902	98.22	
US BANK	6235 092622	UPRINTING- RACK CARDS	134.46	
US BANK	6235 092622	UPRINTING VINYL BANNERS 10018894	98.22	
US BANK	6235 092622	DISPLAYS2GO CR	12.96-	
US BANK	6235 092622	DISPLAYS2GO BROCHURE WALL RACK	247.39	
US BANK	6235 092622	UPRINTING DOOR HANGERS	140.80	
NESTED STRATEGIES	1095	Warm Spring PRESERVE PHILANTHROPY COUNSEL	2,062.50	
STUDIO SUPERBLOOM, LLC	WSP-002	TASK ORDER 2: MASTER PLANNING WARM SPRINGS PRESERVE	25,940.84	22107

City of Ketchum	Payment Approval Report - by GL Council	Page: 16
	Report dates: 9/28/2022-10/12/2022	Oct 12, 2022 01:56PM

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
Total PARKS/REC TRUST EX	PENDITURES:		28,727.46	
Total PARKS/REC DEV TRUS	ST FUND:		28,727.46	
Grand Totals:			805,370.57	

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

October 17, 2022

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Road Closure for Special Event

Recommendation and Summary

Staff is recommending Council to approve the road closure on Main Street between Sun Valley Road and Second Street from 7pm on October 29 to 1am on October 30 for Nightmare on Main Street.

"I move to approve the street closure for the Nightmare on Main Street event."

The reasons for the recommendation are as follows:

- The City of Ketchum supports special events.
- The city has assigned designated and non-designated areas for special events.
- Non-designated street closures require approval by City Council.

Introduction and History

Main Street between Sun Valley Road and Second Street is a non-designated street for special event road closures and requires approval by City Council.

Nightmare on Main is a returning event in Ketchum. The city typically provides \$1,000 from the events budget towards the road closure costs. This year, the allotted \$1,000 for this event will instead cover the costs of extended Blue Route bus service to allow for safe travels for the public up until 2 a.m. on October 30.

Financial Impact

There is no new financial impact.



City of Ketchum

October 17, 2022

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to approve Resolution 22-033 to Surplus Vac Utility Truck

Recommendation and Summary

Staff is recommending approval of Resolution 22-033 which formally surpluses a 1984 Ford Vac Utility Truck to the City of Bellevue.

"I move to approve Resolution 22-033."

The reasons for the recommendation are as follows:

- The city recently acquired a new vac utility truck and no longer needs the older vehicle
- Idaho law allows cities to surplus directly to other Idaho local units of government

Sustainability Impact

None

Financial Requirement/Impact

The city is proposing to surplus to Bellevue at no cost.

Attachments

Resolution 22-033

ITD form to transfer vehicles

CITY OF KETCHUM

RESOLUTION 22-033

A RESOLUTION OF THE CITY COUNCIL DECLARING 1984 FORD VAC UTILITY TRUCK AS SURPLUS AND TRANSFERRING TO THE CITY OF BELLEVUE.

SECTION 1: FINDINGS

1.1 The City of Ketchum has purchased a new vac utility truck and no longer needs the 1984 vehicle.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ketchum that:

2.1. The City Council authorizes the City Clerk to dispose the truck directly to the City of Bellevue. Idaho law allows for direct transfer to another Idaho governmental entity without a competitive process.

PASSED BY THE CITY COUNCIL of the City of Ketchum, effective this 17th day of October 2022

	APPROVED:
	Signed:
	Neil Bradshaw, Mayor
ATTEST:	
By	
Lisa Enourato, Interim City Clerk	



Duplicate Idaho Title Application With Ownership Transfer

ITD 3369 (Rev. 08-21) Supply # 019571511

Important: This form may be used **only** for 2010 or older motor vehicles, vehicles designed with no odometer (e.g. trailers, campers, some off-highway vehicles), vehicles with a gross vehicle weight over 16,000 pounds, and vessels.

Warning to the Buyer - The following must be complete or you will not receive a title. The buyer must be an Idaho resident.

- The owner of record has signed Section 7, and their signature has been notarized.
- Any lien shown on the current title record has been released. If unsure, check with your local county motor vehicle office or the Idaho Transportation Department at (208) 334-8663.

Note: To ensure proper processing and mailing, use the step-by-step instructions on page 2.

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Instructions

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ITD 3369 (Rev. 08-21) Supply # 019571511

If you have questions, contact your local county assessor's motor vehicle office or the Idaho Transportation Department's Title Assistance Unit at (208) 334-8663, Monday through Friday from 8:30 a.m. to 5:00 p.m. Mountain time.

For signatures, remember:

- If a representative signs this form on behalf of any applicant using a limited power of attorney, the original must be attached. If a general power of attorney is used, a copy verified to be a true copy of the original may be attached. The power of attorney must include a complete vehicle/vessel description and be signed by the grantor in the presence of a notary public. (Power of Attorney forms can be found at dmv.idaho.gov.)
- If more than one owner of record is shown on the current title/title record, any owner may sign if their names are connected by "OR", but all must sign if their names are connected by "AND".
- If the lienholder on the title/title record is applying, enter the business name with an authorized party's signature and job title. This application must be accompanied by a repossession affidavit or a release of interest from the owner of record.
- The applicant's signature must be either notarized or witnessed by an assessor or deputy assessor, or the application will not be processed.

Note	Sections 1, 2, 3, and 7 are required to be filled out completely and correctly. In all cases, failure to complete <u>any</u> of the <u>required sections</u> will result in the application being returned.
Section 1	Enter the complete vehicle or vessel description. Both the vehicle/hull identification number and title number must be listed. Also include model year, make, model, and description.
Section 2	Enter the owner(s) shown on the current title/title record. If more than one owner is listed, check the "Or" or "And", whichever appears on the original title, and list all the owners.
Section 3	Purchaser information is entered here for all parties and must include full legal name, and either an Idaho driver's license number, Idaho ID card number, SSN or individual taxpayer identification number. Businesses and trust names must include full legal entity name and Employer Identification Number (EIN). Check the appropriate selection in the "Or, And, LSR, DBA" boxes. Multiple owners with "And" selected must all sign in this section.
Section 4	
Section 5	Complete this section to add a new lien to the duplicate title. If this section is not completed, the title will be mailed to the purchaser.
Section 6	Dealers must complete this section <u>in full</u> when reassigning this vehicle with a duplicate application. This section cannot be completed by anyone other than a licensed dealer.
Section 7	

Faxed copies are not acceptable.

You may bring this form to any local county assessor's motor vehicle office with the proper fees and taxes as listed below. Make your check payable to that county.

You may also mail the completed application and a check made payable to Ada County for the proper fees and taxes as indicated below.

Mail to: Ada County Processing Center

PO Box 140019

Garden City, ID 83714

Fees and Taxes - If transferring ownership, sales/use tax of 6% of the purchase price must be included in addition to the fees below.*

Duplicate Idaho Title with Transfer Fee - \$14.00	
Sales/Use Tax* - 6% of pu	rchase price shown in Section 2.
Title Search Fee - \$7.00	If you do not have <u>both</u> the vehicle/hull identification number <u>and</u> the title number, add \$7.00 for a title record search to the \$14.00 duplicate title fee, for a total of \$21.00. (The title number and VIN/HIN can be found on your Idaho Registration.)
RUSH Duplicate Idaho Title with Transfer Fee - \$40.00	For "RUSH" service, add \$26.00 to the \$14.00 duplicate Idaho title with transfer fee for a total of \$40.00.

^{*} Tax exemption forms can be found at your county assessor's motor vehicle office, or at dmv.idaho.gov (select the "Registrations/Plates" tab, and then under "Forms and Publications", find "Tax Exemption Forms")



October 17, 2022

Representative Mike Simpson 802 West Bannock Street Boise, ID 83702

Re: Group E Exemption – Free PO Box Service

Dear Representative Simpson:

We are writing to request your assistance with the post office box fees charged to Ketchum residents and businesses by the U.S. Postal Service (USPS) in Ketchum. As detailed in this September 28, 2022 article in the Idaho Mountain Express, https://tinyurl.com/5n6vejf4, the residents and businesses of Ketchum have never received home or business mail delivery. Instead, our residents and businesses must receive U.S. mail at a post office box at the Ketchum post office. The USPS delivers mail only to those post office boxes, and it will often return mail to sender if the address lists a physical address instead of the post office box.

Ketchum residents and businesses have no choice in how they receive mail. Instead, they are required to pay fees to have their mail delivered to them only at a post office box. The Ketchum post office currently charges \$138 and \$176 respectively for the two smallest post office box sizes. These prices have <u>tripled</u> in the past seven years, yet we have seen no improvement in service nor any explanation from the USPS as to why such steep price increases are necessary.

According to Section 508-4.5 of the U.S. Postal Service Manual, located here - https://pe.usps.com/DMM300/Index - Ketchum residents and businesses should qualify for the Group E exemption to payment of a post office box fee, as follows:

4.5.2 Fee Group E — Free PO Box Service

Customers may qualify for Group E (free) PO Box service at a Post Office if their physical address location meets all of the following criteria:

- a. The physical address is within the geographic delivery ZIP Code boundaries administered by a Post Office.
- b. The physical address constitutes a potential carrier delivery point of service.
- c. USPS does not provide carrier delivery to a mail receptacle at or near a physical address for reasons in <u>4.5.3b</u>. "At or near a physical address" is defined by reference to how carrier delivery is established in a particular locale or ZIP Code.
 - 4.5.3 Additional Standards for Free PO Box Service

Only one Group E (free) PO Box may be obtained for each potential carrier delivery point of service, under the following conditions:

- a. Group E PO Box customers are assigned the smallest available box that reasonably accommodates their daily mail volume.
- b. Eligibility for Group E PO Boxes does not extend to:

- 1. Individual tenants, contractors, employees, or other individuals receiving or eligible to receive single-point delivery to a location such as a hotel, college, military installation, campground, or transient trailer park.
- 2. Locations served, or eligible to be served, by centralized delivery or grouped receptacles such as cluster box units, apartment style receptacles, mailrooms, or clusters of roadside receptacles.
- 3. Locations where circumstances not within the control of the Postal Service prevent extension of carrier delivery, such as town ordinances, private roads, gated communities, unimproved or poorly maintained roadways, or unsafe conditions.
- 4. Locations served by a delivery receptacle that a customer chooses to locate along a carrier's line of travel and to which the Postal Service makes delivery.
- c. A customer must pay the applicable fee for each PO Box requested in addition to the initial free Group E PO Box.
- d. The online application tools described in 4.2.1b cannot be used for free PO Box service.

Over the years, our councilmembers, residents and business owners, and the media have asked both Ketchum Postmaster John McDonald, and David Rupert, USPS Communications Director for the Western United States, for an explanation of why we don't qualify for the Group E exemption. See the Idaho Mountain Express article linked above. McDonald and Rupert keep citing an alleged decision by "the city" sometime in the 1990s that our residents did not want home and business mail delivery. Yet we cannot find any ordinances passed by the city during that time that barred mail delivery, nor any evidence of a public referendum.

The situation in Ketchum meets the plain language of the Group E exemption in the USPS Manual, but the Ketchum post office refuses to apply the Group E exemption when our residents and business owners request it. We are therefore requesting your assistance with the USPS to obtain the Group E exemption for Ketchum residents and businesses. The cost of living is rising for all Idahoans, and it is not fair that Ketchum residents and businesses must pay ever-increasing fees for a service that is provided free of charge to most other Idaho residents.

Thank you for your attention to this matter.

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



October 17, 2022

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Accept Engagement Letter From Workman & Company for Audit Services

Recommendation and Summary

Staff is recommending the council approve the engagement letter with Workman & Company for audit services using the following motion:

"I move to approve the engagement letter with Workman & Company for audit services for FY22 and authorize to the Mayor to sign the letter."

The reason for the recommendation is as follows:

• Section 50-1010 of the Idaho Statutes requires the Council to cause a full and complete audit of the financial statements of the City each fiscal year.

Introduction and History

The City of Ketchum is required under Section 50-1010 of the Idaho Statutes to conduct a "full and complete audit of the financial statements" each fiscal year.

Staff is recommending to award FY22 audit services to Workman & Company. Workman & Company has provided an engagement letter for \$8,600. Workman & Company will start the audit on October 31st.

Sustainability Impact

There is no sustainability impact arising from this action.

Financial Impact

The funding for this audit is included in the FY23 budget.

Attachments

Engagement Letter Purchase Order



2190 Village Park Avenue, Suite 300 • Twin Falls, ID 83301 • 208.733.1161 • Fax: 208.733.6100

September 26, 2022

#23018

City of Ketchum, Idaho 191 5th Street W PO Box 2315 Ketchum, ID 83340

We are pleased to confirm our understanding of the services we are to provide the City of Ketchum, Idaho for the year ended September 30, 2022.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of the City of Ketchum, Idaho (City) as of and for the year ended September 30, 2022. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary Information
- 3) Public Employees' Pension Information

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

- 1) Combining Statements of Non-Major Funds
- 2) Debt Future Principal and Interest Schedules

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that

an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of the City and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have not identified significant risk(s) of material misstatement as part of our audit planning.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Government Auditing Standards. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and Government Auditing Standards.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes of the City in conformity with accounting principles generally accepted in the United States of America based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1)

access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and Government Auditing Standards.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to The City of Ketchum, Idaho, however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Workman and Company, CPAs and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to any federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for the purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided

under the supervision of Workman and Company, CPA's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Brady Workman is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately October 31, 2022 and to issue our reports no later than December 31, 2022.

Our fee for services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$8,600 for a yellow book audit, \$9,800 if a single audit is required. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Reporting

We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to the Mayor and City Council of the City of Ketchum, Idaho. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that the City is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We appreciate the opportunity to be of service to the City of Ketchum, Idaho and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy, and return it to us.

Very truly yours,

Workman & Company

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RESPONSE.	
This letter correctly sets forth the understanding of the City of Ketchum, Ida	aho.
Governance signature:	
Title:	
Date:	



CITY OF KETCHUM

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

PURCHASE ORDER BUDGETED ITEM? ____ Yes ____ No

PURCHASE ORDER - NUMBER: 23018

To:

5303

WORKMAN AND COMPANY PO BOX 2367

TWIN FALLS ID 83303

Ship to:

CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340

P. O. Date	Created By	Requested By	Department	Req Number	Terms
10/05/2022	bancona	bancona		0	

Quantity	Description		Unit Price	Total
1.00	SPECIFIC SERVICES	01-4110-4200	8,600.00	8,600.00
		SHIPPING &	& HANDLING	0.00
		TOTAL F	O AMOUNT	8,600.00



October 17, 2022

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Enter into Contract 23009 with Sun Valley Economic Development

Recommendation and Summary

Staff is recommending the council approve the annual contract with Sun Valley Economic Development (SVED) and adopt the following motion:

"I move to authorize the Mayor to sign Contract 23009 with Sun Valley Economic Development."

The reasons for the recommendation are as follows:

- The City contracts with SVED for specific services as identified in the contract.
- The funding was approved in the FY23 adopted budget.

Introduction and History

The proposed contract is consistent with the last several years as it relates to the scope of associated services.

Analysis

SVED provides the City with specific support and analysis for the attraction, retention, and support of businesses within the community.

Sustainability

Approval of contract will assist with the economic sustainability of our community.

Financial Impact

The cost for services is \$15,000 for the year and funding will be allocated from the Local Option Tax Account within the approved FY23 budget.

Attachments

Attachment A: Proposed Contract 23009.

CONTRACT FOR SERVICES 23009

THIS CONTRACT FOR SERVICES ("Agreement") is made and entered into this 17th day of October 2022, by and between the CITY OF KETCHUM, an Idaho municipal corporation (hereinafter referred to as "Ketchum") and Sun Valley Economic Development, an Idaho non-profit corporation (hereinafter referred to as "SVED").

RECITALS

- A. Ketchum is a resort city, as defined by Idaho Code § 50-1044, deriving the major portion of its economic well-being from businesses catering to recreational needs and the needs of people traveling to Ketchum for an extended period of time;
- B. Ketchum has the authority to enter into contracts and to take such steps as are reasonably necessary to maintain the health, safety and welfare of the City which includes the promotion of its trade, commerce, and industry;
- E. SVED is experienced in providing economic development support for the advancement of the trade, commerce, and industry of the tourism-based economy of Ketchum;
- F. SVED desires to create a strong economic climate for the City of Ketchum and the surrounding community and region;
- G. It is in the best interest of the public health, safety, welfare, and prosperity of the City to promote the region and attract new businesses through targeted, economic development efforts. These activities, and any costs associated therein, are determined to be ordinary and necessary expenses for the economic well-being of Ketchum and its residents and guests;
- H. Ketchum desires to contract with SVED for professional services to provide economic development services that will increase the number of businesses hiring permanent, full-time jobs within the City of Ketchum;
- I. The parties acknowledge and agree that all funds paid to SVED under this Agreement shall be used to provide services for Ketchum for the purpose of job creation, which is a direct quantifiable and measurable result of investing public funds for a public purpose; and
- J. Subject to the terms and conditions of this Agreement, the parties wish to enter into this agreement to provide the services described herein.

AGREEMENT

NOW THEREFORE, Ketchum and SVED, for and in consideration of the preceding recitals, mutual promises and covenants hereinafter set forth, do hereby agree as follows:

- 1. <u>Consideration</u>. In consideration for providing the services provided herein, Ketchum agrees to pay SVED the maximum sum of fifteen thousand dollars (\$15,000) for the term set forth in section 2 herein. Subject to the terms and conditions set forth herein, Ketchum shall make payments in four quarterly installments.
- 2. <u>Term</u>. Unless terminated pursuant to Section 7(B) of this Agreement and notwithstanding the date of execution hereof, this Agreement shall be in effect from October 1, 2022, until September 30, 2023.
- 3. <u>Scope of Services</u>. SVED shall provide the services presented in Attachment A to this contract.
- 4. <u>Budget, IRS Filings, Annual Work Plan, Monthly Record Keeping and Availability of</u> Records.
 - a. <u>Budget</u>. Within thirty (30) days after the execution of this Agreement, SVED shall submit a 2022 Year-to-Date P&L and Balance Sheet for SVED, which is satisfactory to Ketchum showing income, expenses and particular fund balances. SVED shall submit its 2022/23 Operating Budget to Ketchum when such budget has been approved by the SVED Board. This operating budget shall contain sufficient information and detail to permit meaningful review by the public.
 - b. <u>IRS Filings</u>. Within fifteen days (15) days after execution of this Agreement, SVED shall submit to Ketchum IRS Form 990 and all associated documents for the previous two (2) years of operation.
 - c. Financial Accounting and Reporting Requirements. SVED shall submit to Ketchum a year-end financial statement which shall be prepared in a format that details the expenditure of Ketchum funds paid to SVED under the terms of this Agreement. The City may request additional financial information it deems necessary or appropriate to assist the City in verifying the accuracy of SVED's financial records. Any duly authorized agents of the City shall be entitled to inspect and audit all books and records of SVED only for compliance with the terms of this Agreement. In the event the financial report indicates that funds were used for purposes not permitted by this Agreement, SVED shall remit the disallowed amount to Ketchum within thirty (30) days of notification by Ketchum of such improper expenditures.
 - d. <u>General Requests</u>. Upon request, and within a reasonable time period, SVED shall submit any other information or reports relating to its activities under this Agreement to Ketchum in such form and at such time as Ketchum may reasonably require.
 - e. <u>Retention of Records</u>. SVED agrees to retain all financial records, supporting documents, statistical reports, client or membership records and contracts,

property records, minutes, correspondence, and all other accounting records or written materials pertaining to this Agreement for three (3) years following the expiration or termination of this Agreement. Ketchum, at its own expense, may review or audit the financial transactions undertaken by SVED under this Agreement to ensure compliance with the terms and conditions herein with reasonable prior notice and during the normal business hours of SVED.

- 5. <u>Payments</u>. To receive payments for the services described in Section 3 of this Agreement, SVED shall submit the quarterly reports described in paragraph 3(a) of this Agreement. The quarterly sum to be paid to SVED shall not exceed one quarter (1/4) of the total amount approved by this agreement for fiscal year 2023.
- 6. Record of Funds. In order to insure proper financial accountability, SVED shall maintain accurate records and accounts of all funds received from Ketchum, keeping such accounts and records separate and identifiable from all other accounts, and making such accounts and records available to the City during normal business hours, on request of the City. Compliance with this provision does not require a separate bank account for the funds. The funds paid to SVED by Ketchum shall be expended solely for operations and activities in conformance with this Agreement. Further, no such funds shall be transferred, spent, loaned or encumbered for other SVED activities or purposes other than for operations and activities in conformance with this Agreement.

7. Miscellaneous Provisions.

a. <u>Notices</u>. All notices to be served pursuant to this Agreement or which are served with regard to this Agreement shall be sent by certified mail, return receipt, to the parties at the following addresses:

City of Ketchum PO Box 2315 Ketchum, Idaho 83340

Sun Valley Economic Development PO Box 3893 Ketchum, ID 83340

All notices of changes of address shall be sent in the same manner.

b. <u>Termination</u>. The parties hereto covenant and agree that in the event Ketchum, in its sole and absolute discretion, lacks sufficient funds to continue paying for SVED's services under this Agreement, Ketchum may terminate this Agreement without penalty upon thirty (30) days written notice. Upon receipt of such notice neither party shall have any further obligation to the other. In the event of early termination of this Agreement, SVED shall submit to Ketchum a report of expenditures authorized by this Agreement as of the effective date of

- termination. Any Ketchum funds not encumbered for authorized expenditures at the date of termination shall be refunded to Ketchum within twenty (20) days.
- Independent Contractor. Ketchum and SVED hereby agree that the SVED shall perform the Services exclusively as an independent contractor and not as employee or agent of Ketchum. The Parties do not intend to create through this Agreement any partnership, corporation, employer/employee relationship, joint venture or other business entity or relationship other than that of independent contractor. SVED, its agents and employees shall not receive nor be entitled to any employment-related benefits from Ketchum including without limitation, workers compensation insurance, unemployment insurance, health insurance, retirement benefits or any benefit that Ketchum offers to its employees. SVED shall be solely responsible for the payment of all payroll and withholding taxes for amounts paid to SVED under this Agreement and for SVED's payments for work performed in performance of this Agreement by SVED, its agents and employees; and SVED hereby releases, holds harmless and agrees to indemnify Ketchum from and against any and all claims or penalties, including without limitation the 100% penalty, which in any manner relate to or arise from any failure to pay such payroll or withholding taxes.
- d. <u>Compliance With Laws/Public Records</u>. SVED acknowledges that Ketchum is a public agency subject to the Idaho Public Records Act. SVED will communicate with and cooperate with Ketchum upon request by Ketchum so as to identify, address, potentially disclose, and evaluate exemptions as necessary for records that may be subject to Idaho public records law.
- e. <u>Non-assignment</u>. This Agreement may not be assigned by or transferred by SVED, in whole or in part, without the prior written consent of Ketchum.
- f. Hold Harmless Agreement. SVED shall indemnify, defend and save and hold harmless Ketchum, its officers, agents, and employees, from and against any and all claims, loss, damages, injury or liability, including but not limited to, the misapplication of Ketchum funds, state or federal anti-trust violations, personal injury or death, damages to property, liability arising out of the use of materials, concepts, or processes protected by intellectual property rights and liens of workmen and material men, howsoever caused, resulting directly or indirectly from the performance of the Agreement by SVED.
- g. <u>Entire Contract</u>. This Agreement contains the entire contract between the parties hereto and shall not be modified or changed in any manner, except by prior written contract executed by both parties hereto.
- h. <u>Succession</u>. This Agreement shall be binding upon all successors in interest of either party hereto.

- i. <u>No Third-Party Beneficiaries</u>. This Agreement shall not create any rights or interest in any third parties.
- j. <u>Law of Idaho</u>. This Agreement shall be construed in accordance with the laws of the State of Idaho.
- k. <u>Severability</u>. If any clause, sentence, or paragraph of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, such decision shall not affect the remaining portions, and the parties do now declare their intention that each such clause, sentence, or paragraph of this Agreement is a separate part hereof.
- Preparation of Contract. No presumption shall exist in favor of or against any party to this Agreement as a result of the drafting and preparation of the document.
- m. <u>No Waiver</u>. No waiver of any breach by either party of the terms of this Agreement shall be deemed a waiver of any subsequent breach of the Agreement.
- n. <u>Attorney's Fees</u>. In the event either party hereto is required to retain counsel to enforce a provision of this Agreement, to recover damages resulting from a breach hereof or if either party defaults in the performance of this Agreement, the prevailing party shall be entitled to recover from the other party all reasonable attorney's fees incurred herein or on appeal.
- o. <u>Conflict of Interest</u>. No officer or director of SVED who has decision making authority either by them self or by vote, and no immediate family member of such individual, shall have a direct pecuniary interest in any contract or subcontract for work to be performed in connection with this Agreement. SVED shall incorporate or cause to be incorporated in all such contracts, a provision prohibiting such interest pursuant to this provision.

IN WITNESS WHEREOF, the parties hereto have caused this Contract for Services to be executed on the day and year first written above.

CITY OF KETCHUM	SUN VALLEY ECONOMIC DEVELOPMENT		
Neil Bradshaw, Mayor	Harry Griffith, Director		
ATTEST:			
Lisa Engurato Interim City Clerk			



October 17, 2022

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Enter into Contract 23017 For Prosecution of City Misdemeanors with Frederick C. Allington, Esq.

Recommendation and Summary

Staff is recommending the council approve the annual contract with Frederick Allington and adopt the following motion:

"I move to authorize the Mayor to sign Contract 23017 with Frederick Allington."

The reasons for the recommendation are as follows:

- Ketchum contracts with Frederick Allington for prosecution services
- The funding was approved in the FY23 adopted budget

Introduction and History

The City contracts with Frederick C. Allington, Esq. for the prosecution of City misdemeanors initiated by the Police Department, Code Enforcement, and other city staff.

Analysis

The proposed amount for the contract is \$46,600. The contract supports the activities of the Police Department and Code Enforcement Team.

Sustainability

No impact.

Financial Impact

The cost for services is \$46,600 for the year and funding comes from the Legal Services Department budget. The Fiscal Year 2023 approved budget has necessary funding for the proposed services.

Attachment

Attachment A: Proposed Contract 23017

AGREEMENT FOR PROSECUTION OF CITY MISDEMEANORS 23017

AGREEMENT made this 17th day of October, 2022, between FREDERICK C. ALLINGTON, ESQ., hereinafter referred to as "Attorney", and THE CITY OF KETCHUM, IDAHO, (hereinafter referred to as "City");

WITNESSETH

WHEREAS, Idaho Code §50-208 requires that the city attorney, his/her deputies or contract counsel of any municipality shall prosecute those violations of county or city ordinances, state traffic infractions and state misdemeanors committed within the municipal limits; and

WHEREAS, Idaho Code §§50-208 and 50-301 allows any city to contract for alternative additional counsel when deemed advisable; and

WHEREAS, THE City desires to contract with Attorney to prosecute those violations of county or city ordinances, state traffic infractions and state misdemeanors committed within the municipal limits of the City when arresting or charging officer is an employee of one of the City; and

WHEREAS, Attorney desires to contract with the City to accept the duty and receive the authority to prosecute those violations of county or city ordinances, state traffic infractions and state misdemeanors committed within the municipal limits of the City when the arresting or charging officer is an employee of one of the City; and

WHEREAS, The City deems the expenses corresponding to the services provided by Attorney as ordinary and necessary pursuant to Art. VIII, §3 of the Constitution of the State of Idaho; and

NOW, THEREFORE, in consideration of the foregoing and the City's payment to the Attorney of compensation hereinafter provided, the parties hereby agree as follows:

1. PERFORMANCE OF SERVICES.

- A. Attorney will prosecute all misdemeanor crimes, traffic offenses, and ordinance violations occurring within the city limits for which an arrest is made, or a citation issued by an officer of City and appeals thereof from magistrate to district court.
- B. In addition, Attorney agrees to provide the City with the following specific services:
 - (1) Render legal advice, when requested, to the City's police departments and police officers on a 24 hour per day seven (7) days per week basis (insofar as

AGREEMENT FOR PROSECUTION Page 1

- is possible) regarding all police matters relating to criminal law and criminal procedure; and
- (2) Office consultation with City's police officers concerning the filing of charges; and
- (3) Draft all complaints, arrest and search warrants, and summonses relating to criminal charges; and
- (4) Prepare for and conduct all probable cause hearings in cases related to criminal charges; and
- (5) Draft affidavits in support of search warrants and arrest warrants; and arrange, prepare for and conduct all hearings necessary to obtain said warrants; and
- (6) Prepare for and conduct all hearings or motions scheduled for a hearing in any case within the scope of this Agreement, and any appeal thereof from magistrate to district court. Such hearings include but are not limited to, arraignments, bond hearings, motions to suppress and sentencings; and
- (7) Prepare and conduct all trials in any case within the scope of this Agreement, whether such trial shall be by bench or by jury, and any appeal thereof; and
- (8) Keep informed of new developments in criminal law and criminal procedure.
- C. The inclusion of any services by specific reference in this Agreement is not intended as an exclusion of other services necessary and proper to the fulfillment of this Agreement.
- D. The Attorney agrees that all services provided pursuant to Section 1 of this Agreement shall be in accordance with the Idaho State Bar Association's Rules of Professional Responsibility.
- 2. **TIME OF PERFORMANCE AND TERMINATION**. This Agreement shall be in full force and effect from the 1st day of October 2022 through the 30th day of September, 2023.
- 3. **COMPENSATION**

- A. Compensation per year of FORTY SIX THOUSAND SIX HUNDRED THIRTY-NINE DOLLARS (\$46,600.00) will be paid to Attorney as consideration for providing the services necessary to the fulfillment of this Agreement from October 1, 2022 through September 30, 2023.
- B. Attorney agrees that the compensation fixed in paragraph 3A above shall constitute the total amount of compensation to be awarded under the terms of this Agreement with payment due on the **first day of each and every month** commencing on October 1, 2022.
- C. Compensation to all other persons, entities and organizations for services and materials necessary to the fulfillment of the terms of this Agreement, including professional liability insurance, shall be the sole responsibility and obligation of Attorney; Attorney shall have the discretion to hire or retain such clerical, administrative, paralegal, or legal help as may be necessary to the fulfillment of the terms of this Agreement.
- 4. **INDEPENDENT CONTRACTOR STATUS**. Attorney is retained only for the purposes and to the extent set forth in this Agreement. The parties to this Agreement intend that the relationship of the Cities to the Attorney shall be that of an independent contractor. As such, the Attorney shall not be entitled to any benefits which the City may provide to their respective employees, including, but not limited to, unemployment compensation, medical insurance or similar benefits. Nothing herein shall be construed to constitute an intent to form a partnership, employment, joint venture or other relationship except as acknowledged herein by the parties. The parties shall, at all times, take all necessary actions to maintain such relationship, including, but not limited to, the filing of necessary tax documents consistent herewith.
- 5. **COSTS OF PROSECUTION**. City is responsible to pay directly any and all costs of prosecution of their respective cases, including, but not limited to, witness fees, travel costs and transcript costs. For costs of prosecution in excess of ONE HUNDRED and no/100 Dollars (\$100.00), the Attorney will review the merits of the case and reasons for the costs with the Chief of Police for the City who, in turn, has full discretion to authorize payment of the projected costs of prosecution.

6. **CONFLICT OF INTEREST.**

A. To the extent that a conflict of interest arises due to a criminal defendant's employment position, the city where the alleged offense occurred, with the assistance of Attorney, shall arrange and pay for the prosecution. Such criminal defendants shall include, but are not limited to, elected and appointed city officials, law enforcement

- personnel, Blaine County Prosecuting and Deputy Prosecuting Attorneys. Attorney shall make a good faith effort to arrange for a conflict prosecutor at no charge.
- B. To the extent that a conflict of interest arises due to a criminal defendant's position as a practicing attorney whom Attorney has significant contact with as opposing counsel, the Attorney shall make a good faith effort to arrange for a conflict attorney to prosecute the case without charge. If Attorney cannot arrange for such a conflict attorney, then the city where the alleged offense was committed shall arrange and pay for the cost of prosecution.
- C. To the extent that a conflict of interest arises that is not addressed in Subsections 6A or 6B, Attorney shall arrange and pay for the cost of prosecution.
- 7. **DISCRETION**. Attorney shall have ultimate discretion in all charging decisions, plea agreements and dispositions of cases prosecuted on behalf of City but will fully consider the requests and input of the chiefs of police of City with regard to particular cases or class of cases.
- 8. **COMPLIANCE WITH LAWS**. The Attorney agrees to comply with all federal, state, city and local laws, rules and regulations.

9. TERMINATION OF AGREEMENT.

- A. The parties agree that City may terminate this Agreement upon sixty (60) days prior written notice upon:
 - (1) A finding by the City, after considering the Attorney's response, that the Attorney has not consistently performed his duties under the terms of this Agreement or has violated the provisions of this Agreement. The City's notice shall set forth the facts upon which a violation is based. Attorney shall be entitled to respond to the City within thirty (30) days of receiving said notice.
- B. The City may terminate this Agreement immediately upon Attorney's:
 - (1) Conviction by a court of competent jurisdiction of a crime involving moral turpitude, which shall include but not be limited to, driving under the influence of alcohol, theft and physical or sexual abuse; or
 - (2) Disbarment or suspension of Attorney's license to practice law in the State of Idaho.

- C. In the event that the City shall terminate this Agreement pursuant to Subsections 9A and 9B above, then Attorney shall not be entitled to any further compensation from the City.
- 10. **MAINTENANCE, STORAGE AND ACCESS OF RECORDS**. Attorney shall maintain the case files until they are closed by conviction, acquittal, dismissal or until the probationary term has expired (whichever comes later). Case files shall be stored in file cabinets that are not accessible to the public.
- 11. **PHONE ACCESS AND INTERNET ACCESS.** Attorney shall maintain a secure phone system and computer system.
- 12. **AMENDMENTS/ASSIGNMENT.** This Agreement may only be changed, modified, amended or assigned upon the written consent of all the parties.
- 13. **HEADINGS**. The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provisions hereof.
- SEVERABILITY. Every provision of this Agreement is intended to be severable. If any term or provision hereof is deemed invalid or unenforceable by a court of competent jurisdiction, such decision or decisions shall not affect the validity of the remaining portions hereof, which shall continue in full force and effect and applicable to all circumstances to which it may validly apply.
- 15. **ATTORNEYS' FEES AND COSTS**. Should any action be brought to interpret or enforce any provision hereof, or for damages for breach hereof, the prevailing party shall be entitled to such reasonable attorneys' fees and costs, as may be determined by any court of competent jurisdiction wherein such action is brought, including attorneys' fees and costs on appeal.
- 16. **BINDING AGREEMENT**. This Agreement and the terms and provisions hereof shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereof.
- 17. **ENTIRE AGREEMENT**. This Agreement shall constitute the entire agreement of the parties and is the sum total of the agreements and understandings of the parties hereto, and supersedes and replaces any other written or oral agreements or understandings.
- 18. **INTERPRETATION**. This Agreement shall be liberally construed in accordance with the general purposes of this Agreement and the laws of the State of Idaho.

- 19. **NO PRESUMPTION**. No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of this document.
- 20. **EXECUTION**. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all together shall constitute one and the same instrument.
- 21. **ACCEPTANCE**. The parties fully understand all of the provisions of this Agreement, and believe them to be fair, just, adequate and reasonable, and accordingly accept the provisions of this Agreement freely and voluntarily.
- 22. **AUTHORITY**. Each City hereby represents and acknowledges that the execution of this Agreement has been duly authorized and approved by each City herein.
- 23. **INDEMNIFICATION**. From and after the commencement of this Agreement, Attorney hereby agrees to hold the City harmless and indemnify the City from any claims which arise or result from the Attorney's handling of the prosecution of any matter pursuant to this Agreement. This provision is intended to cover all aspects of the Attorney's involvement in a prosecution, including all decisions or conduct prior to charging a defendant as well as thereafter. The term "claims" as used herein shall mean and include any and all liabilities, damages injuries, losses, causes of action, judgments, rights or demands of every kind, asserted or which may be asserted.

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

ATTORNEY:	CITY OF KETCHUM, IDAHO
Frederick C. Allington Frederick C. Allington	Neil Bradshaw, Mayor
	ATTEST
	Lisa Enourato, Interim City Clerk



October 17, 2022

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Enter into Contract 23016 Between the City of Ketchum and Blaine County for Sustainability Program Management Cost Sharing.

Recommendation and Summary

Staff is recommending the council approve this new contract with Blaine County and adopt the following motion:

"I move to authorize the Mayor to sign Contract 23016 with Blaine County in support of the shared Sustainability Program.

The reasons for the recommendation are as follows:

- The City Council supported the creation of a joint funded position between the city and the county in order to implement both city and valley sustainability initiatives.
- The funding was approved in the FY23 adopted budget

Introduction and History

The purpose of this agreement is to allow the city to contract with county for a Sustainability Program Manager position and associated programming. This effort streamlines local governmental sustainability actions which require a valley-wide approach in order to be successful.

Sustainability

The city has historically relied on the Ketchum Sustainability Advisory Committee to provide input regarding sustainability goals/projects and utilized a contractual resource as coordinator. While the city was able to make progress on projects, this new effort of a full-time city-county position will allow for a dedicated resource to focus on valley-wide projects such as clean energy, solid waste reduction, and water conservation.

Financial Impact

The cost for services is \$88,801.94 for the year and funding comes from the Non-Departmental budget. The FY23 approved budget has allocated \$90,000 in necessary funding for the proposed services.

Attachment

Attachment A: Proposed Contract 23016.

AGREEMENT BETWEEN THE CITY OF KETCHUM AND BLAINE COUNTY FOR SUSTAINABILITY PROGRAM MANAGEMENT COST SHARING

THIS AGREEMENT (hereinafter "Agreement") is made and entered into this 17th day of October 2022, by and between the City of Ketchum, Idaho, (hereinafter "City") an Idaho municipal corporation and BLAINE COUNTY, (hereinafter "County") a political subdivision of the State of Idaho, hereinafter referred to as the "Parties."

RECITALS

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

WHEREAS, pursuant to Idaho Code §50-301, the City is empowered to enter into contracts as may be deemed necessary to promote the welfare of the City of Ketchum and its residents; and

WHEREAS, the County is a political subdivision of the State of Idaho duly organized and existing under the laws of the State of Idaho; and

WHEREAS, the City and County have identified the need for a Sustainability Program, to include staff, equipment, software programs, and administrative costs; and

WHEREAS, the City and County and members of the public desire to develop a Sustainability Program to lead the region's sustainability efforts in reducing the region's carbon footprint and to proactively address climate-related impacts; and

WHEREAS, the City and County will benefit from a joint effort by collaborating on regional sustainability initiatives; and

WHEREAS, the City and County will work to develop short and long-term initiatives aimed at enhancing the sustainability of the region.

TERMS

NOW, THEREFOR, subject to the limitations of this Agreement and in order to provide assistance between the parties in providing Sustainability Program management services, it is hereby agreed as follows:

1. <u>DURATION OF AGREEMENT</u>. This Agreement shall not be effective until it is signed by the County and the City. It shall continue in full force unless terminated

from the signature dates herein until September 30, 2023. The parties may agree to mutually extend this Agreement by subsequent written agreement.

2. <u>NOTICES</u>. All notices, requests, demands, or other communication required or provided for under this Agreement shall be in writing. Notices to the City and County shall be addressed as follows:

CITY: COUNTY:

City of Ketchum Attn: City Administrator P.O. Box 2315 Ketchum, ID 83340 Blaine County Attn: County Administrator 206 First Avenue South, Suite 300 Hailey, ID 83333

- 3. <u>PURPOSE</u>. The purpose of this Agreement is to allow the City to contract with County for partially funding the Sustainability Program Manager position to provide direct service to Blaine County and its cities serving as coordinator to streamline local governmental sustainability action.
- 4. <u>FINANCE AND BUDGET</u>. The City shall reimburse County for approximately fifty percent (50%) of the Sustainability Program Manager's salary, benefits, and program costs for FY23. Such payment shall not exceed the amount of \$88,801.94 for FY23 and is to be paid in quarterly installment amounts of \$22,200.49 with the first payment due by November 1, 2022.
- 5. <u>EMPLOYMENT STATUS</u>. The City and County hereby agree that the Sustainability Program Manager shall perform the obligations under this Agreement exclusively as an employee of the County and not as employee or agent of the City. The Parties do not intend to create through this Agreement any partnership, corporation, employer/employee relationship, joint venture, or other business entity or relationship other than that of this Agreement. The Sustainability Program Manager shall not receive nor be entitled to any employment-related benefits from the City including without limitation, workers' compensation insurance, unemployment insurance, health insurance, retirement benefits or any benefit that the City offers to its employees.
- 6. <u>DUTIES</u>. The provision of these services shall be governed as set out below:

The County and City agrees to collaborate on the following responsibilities pertaining to the Sustainability Program Manager position:

- 1. To agree on the position duties and responsibilities to benefit either or both the City and County.
- 2. To develop and approve the annual work plan.
- 3. To participate on or provide recommendations for participants to the Sustainability Advisory Committee.

- 4. To participate in conducting evaluations of work product and performance of the Program Manager.
- 5. To cure any ambiguity, to correct or supplement any provision herein which may be inconsistent with any other provisions with respect to matters or questions arising under this Agreement which are not inconsistent with the provisions of the Agreement.

The position will be assigned to work at the County to accomplish the tasks assigned. The position will report to the County Administrator.

The County agrees to host a dedicated web page on its web site for the Sustainability Program. Content of the web page will be determined by the Sustainability Advisory Committee and implemented by the Sustainability Program Manager as part of his/her duties.

- 7. <u>AMENDMENT</u>. This Agreement may be amended at any time, and from time to time, by the mutual written consent of the City and County for any of the following purposes:
 - 1. To add provisions to the Agreement to benefit either or both the City and the County.
 - 2. To extend the term of the agreement.
 - 3. To cure any ambiguity, to correct or supplement any provision herein which may be inconsistent with any other provisions with respect to matters or questions arising under this Agreement which are not inconsistent with the provisions of the Agreement.
- 8. <u>SEVERABILITY</u>. In the event any provision of this Agreement shall be declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not, in any way, be affected or impaired thereby.

	IN WITNESS	WHEREOF, 6	each of the part	ies has exec	cuted this Ag	reement by i	ts duly
authoriz	zed officials.						

DATED this day of	,	20	0	2	2	2	
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BLAINE COUNTY, an Idaho political subdivision

	By
	Dick Fosbury, Chair, Board of
	Blaine County Commissioners
ATTEST:	
11112011	
Stephen McDougall Grah	nam, Blaine County Clerk
Stephen MeDougun Gran	iam, Braine County Clerk
	CITY OF KETCHUM, IDAHO,
	an Idaho political subdivision
	Noil Prodehovy Moyor
	Neil Bradshaw, Mayor
ATTEST:	
Lisa Enourato Interim Ci	ites Clarit



October 17th, 2022

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve the 1st & Sun Valley Office Building Right-of-Way Encroachment Agreement 22806

Recommendation and Summary

Staff recommends the Ketchum City Council approve the attached Right-of-Way Encroachment Agreement 22806 and adopt the following motion:

"I move to authorize the Mayor to sign Right-of-Way Encroachment Agreement 22806 with 131 E Sun Valley Road LLC."

The reasons for the recommendation are as follows:

- The improvements will not impact the use or operation of the street or decrease the number of on-street parking spaces along 1st Avenue or Sun Valley Road.
- The improvements will not impact drainage or snow removal within the public right-of-way.
- The project complies with all standards for Right-of-Way Encroachment Permit issuance specified in Ketchum Municipal Code §12.12.060.
- The proposed snowmelt system meets the City's energy code and installation for commercial projects.
- The property owner is responsible for the installation, maintenance, and repair of the right-of-way encroachments, including the snowmelt system installed for the public sidewalks.

Introduction and History

The 1st & Sun Valley Office Building project proposes to develop a new three-story commercial office building at the northeast corner of 1st Avenue and Sun Valley Road within the Mixed-Use Subdistrict of the Community Core (CC-2 Zone). The office building is proposed to be subdivided into 5 condominium units for business tenants. The Planning and Zoning Commission approved the 1st & Sun Valley Office Building Design Review P21-100 and recommended approval of the Condominium Subdivision Preliminary Plat P22-019 to the Ketchum City Council on May 24th, 2022. The Ketchum City Council approved the Condominium Subdivision Preliminary Plat applications on July 5th, 2022.

The applicant has submitted a building permit for the project. The plans for the 1st & Sun Valley Road Office Building approved by the Planning and Zoning Commission with Design Review Permit P21-100 proposed encroachments within the public right-of-way, including new 8-foot-wide heated paver sidewalks along 1st Avenue and Sun Valley Road and a canopy overhang extending 2 feet into the right-of-way along Sun Valley Road. Pursuant to Condition of Approval No. 4 of Design Review P21-100, the

City Council must review and approve the proposed encroachments within the public right-of-way prior to issuance of a building permit for the project.

Analysis

Pursuant to Ketchum Municipal Code §12.12.040.C, a Right-of-Way Encroachment Permit is required for any permanent encroachment within the public right-of-way where a permanent fixture in the ground or attached to a building will occur. The standards for issuance of a Right-of-Way Encroachment Permit are specified in Ketchum Municipal Code §12.12.060. The City Council has the authority to review and approve all permanent encroachments within the public right-of-way associated with a development project pursuant to Ketchum Municipal Code §17.96.030.C. The associated Right-of-Way Encroachment Agreement is intended to help protect the City in the event the proposed encroachments were to ever pose an issue requiring repair, relocation, or removal of the encroachment. The agreement also obligates the property owner to install, maintain, and repair the permanent encroachments, including the snowmelt system for the public sidewalks.

The project requires a Right-of-Way Encroachment Permit for the new heated paver sidewalks proposed to be installed along 1st Avenue and Sun Valley Road as well as a canopy overhang attached to the main level of the office building that extends 2 feet into the public right-of-way along Sun Valley Road. The encroachments proposed for the 1st & Sun Valley Office Building project comply with all standards for permanent right-of-way encroachments specified in Ketchum Municipal Code §12.12.060. Permanent encroachments within the right-of-way must be in the public interest pursuant to Ketchum Municipal Code §12.12.060.A. The permanent encroachments proposed for the 1st & Sun Valley Office Building are in the public interest because: (1) the snowmelt system will prevent the accumulation of snow and ice on the sidewalks along 1st Avenue and Sun Valley Road and will provide the public benefit of maintaining safe pedestrian access during winter and (2) the canopy overhang along Sun Valley Road will provide weather protection for pedestrians and people entering and exiting the office building.

Sustainability

The ROW Encroachment Permit does not limit the ability of the city to reach the goals of the Ketchum Sustainability Action Plan – 2020. The proposed snowmelt system meets the City's energy code and installation requirements for commercial projects.

Financial Impact

There is no financial requirement from the city for this action at this time.

Attachments

ROW Encroachment Agreement 22806

WHEN RECORDED, PLEASE RETURN TO:

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

RIGHT-OF-WAY ENCROACHMENT AGREEMENT 22806

THIS AGREEMENT, made and entered into this _____day of ____, 2022, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho 83340, and REID SANBORN, representing 131 E Sun Valley Road LLC, (collectively referred to as "Owner"), whose address is Post Office Box 5023, Ketchum, Idaho 83340.

RECITALS

WHEREAS, Owner is the owner of real property described as 131 E Sun Valley Road ("Subject Property"), located within the City of Ketchum, State of Idaho; and

WHEREAS, Owner wishes to permit the placement of a hydronic snowmelt system and pavers that are required for the development of the 1st & Sun Valley Office Building project within the public rights-of-way along Sun Valley Road and 1st Avenue and a canopy overhang extending within the public right-of-way along Sun Valley Road. These improvements are shown in Exhibit "A" attached hereto and incorporated herein (collectively referred to as the "Improvements"); and,

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

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

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

TERMS AND CONDITIONS

- 1. Ketchum shall permit Owner to install a hydronic snowmelt system, pavers, and a canopy overhang identified in Exhibit "A" within the public rights-of-way on Sun Valley Road and 1st Avenue until notified by Ketchum to remove the infrastructure at which time Owner shall remove infrastructure at Owner's expense.
- 2. Owner shall be responsible for the maintenance of said Improvements and shall repair said improvements within 48 hours upon notice from Ketchum that repairs are needed. Any modification to the improvements identified in Exhibit "A" shall be approved by the City of Ketchum prior to any modifications taking place.
 - 3. Snowmelt systems installed in the public right-of-way shall be installed and operate at all times during the winter according to the following:

- The system shall meet the requirements of the International Energy Conservation Code (2018 IECC, 403.12.2)
- The system shall have an electronic main control board to operate the system that is programmable and optimizes the way the system functions.
- Installation of in-ground control sensors linked to the main control board that detect snow and ice on the surface, monitor the sidewalk or driveway temperature, and automatically activates the system to be turned on or off based on the snow condition and air temperature.
- 4. Owner shall be responsible for restoring the sidewalk, curb and gutter and landscaping that is altered due to the construction and installation of the Improvements, to the satisfaction of the Director of Streets and Facilities.
- 5. In consideration of Ketchum allowing Owner to maintain the Improvements in the public right-of-way, Owner agrees to indemnify and hold harmless Ketchum from and against any and all claims of liability for any injury or damage to any person or property arising from the Improvements constructed, installed and maintained in the public right-of-way. Owner shall further indemnify and hold Ketchum harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Owner's part to be performed under this Agreement, or arising from any negligence of Owner or Owner's agents, contractors or employees and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such action or proceeding brought thereon. In the event any action or proceeding is brought against Ketchum by reason of such claim, Owner, upon notice from Ketchum, shall defend Ketchum at Owner's expense by counsel satisfactory to Ketchum. Owner, as a material part of the consideration to Ketchum, hereby assumes all risk of damages to property or injury to persons in, upon or about the Improvements constructed, installed and maintained in the public right-of-way arising from the construction, installation and maintenance of said Improvements and Owner hereby waives all claims in respect thereof against Ketchum.
- 6. Ketchum shall not be liable for injury to Owner's business or loss of income therefrom or for damage which may be sustained by the person, goods, wares, merchandise or property of Owner, its tenants, employees, invitees, customers, agents or contractors or any other person in or about the Subject Property caused by or resulting from the Improvements constructed, installed, removed or maintained in the public right-of-way.
- 7. Owner understands and agrees that by maintaining the Improvements in the public right-of-way pursuant to this Agreement, Owner obtains no claim or interest in said public right-of-way which is adverse to that of Ketchum and that Owner obtains no exclusive right to said public right-of-way nor any other right to use the public right-of-way not specifically described herein.
- 8. In the event either party hereto retains an attorney to enforce any of the rights, duties and obligations arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney's fees at the trial and appellate levels and, whether or not litigation is actually instituted.
- 9. This Agreement shall be governed by, construed, and enforced in accordance with the laws and decisions of the State of Idaho. Venue shall be in the District Court of the fifth Judicial District of the State of Idaho.

- 10. This Agreement sets forth the entire understanding of the parties hereto and shall not be changed or terminated orally. It is understood and agreed by the parties hereto that there are no verbal promises or implied promises, agreements, stipulations or other representations of any kind or character pertaining to the Improvements maintained in the public right-of-way other than as set forth in this Agreement.
- 11. No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of this document.
 - 12. This Agreement shall be recorded with the Blaine County Recorder by Ketchum.
- 13. The parties fully understand all of the provisions of this Agreement, and believe them to be fair, just, adequate, and reasonable, and accordingly accept the provisions of this Agreement freely and voluntarily.

OWNER:	CITY OF KETCHUM:
By: 131 E Sun Valley Road LLC	By: Neil Bradshaw Its: Mayor
Reid Sanborn Its: Manager	
STATE OF,) ss. County of)	
and for said State, personally appeared Re	_, 2022, before me, the undersigned Notary Public ir eid Sanborn, known to me to be the Manager of 131 E ecuted the foregoing instrument and acknowledged to
IN WITNESS WHEREOF, I have have and year first above written.	nereunto set my hand and affixed my official seal the
	Notary Public for Residing at Commission expires
STATE OF IDAHO)) ss. County of Blaine)	
and for said State, personally appeared N Mayor of the CITY OF KETCHUM, IDA	2022, before me, the undersigned Notary Public ir EIL BRADSHAW, known or identified to me to be the AHO, and the person who executed the foregoing poration and acknowledged to me that said municipal
IN WITNESS WHEREOF, I have he certificate first above written.	ereunto set my hand and seal the day and year in this
	Notary Public for Residing at Commission expires

EXHIBIT "A"



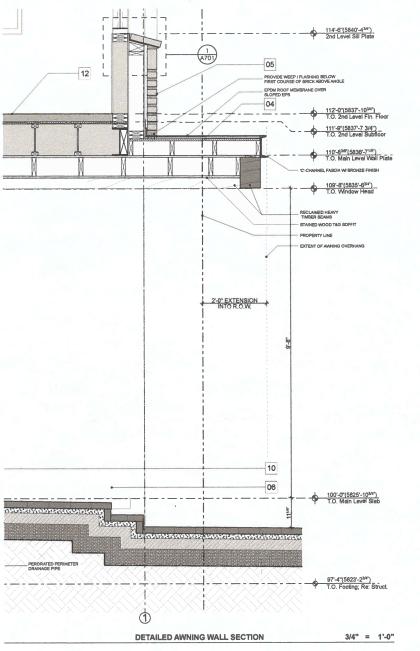


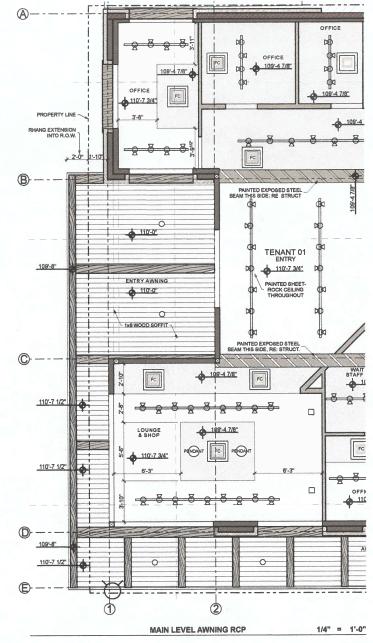


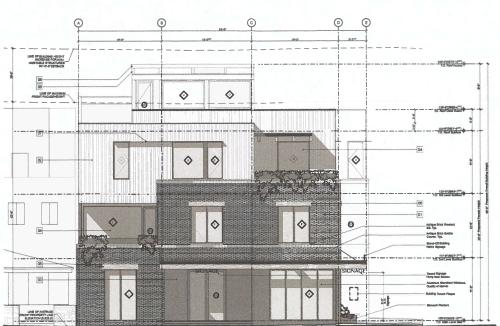
BRONZE 'C'-CHANNEL FASCIA

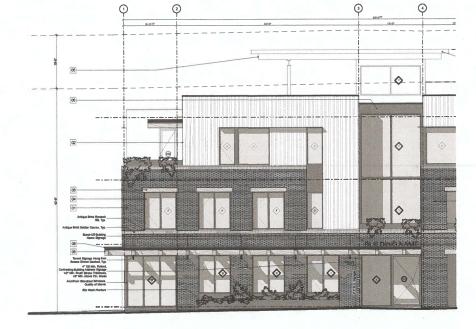


ANTIQUE HEAVY TIMBER & T&G WOOD SOFFIT









8 L ш Ot Street Annual Erick Fecade in Running Band with Tumbled Edges on 111.5° large (very puff color) make joints with concrete cond mis. S (02) 20 ps. Multi-Wigth Vertical Bussel Beam Motel Stdar Quality of Bryon Axte Series (Pine Brusse Pintst) 0 D4 Thereasily Breton Alaminum Window / Door, Typ. Guelly of Kalbe Libra Stefee or Guelor

> DATE: PROJECT#: SV2106 AB/NH/CB/JD ISSUE: CONSTRUCTION DOCUMENTS

LICENSED ARCHITECT AR 986479

Scott Payne

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VALLEY FID 83340

1 EAST SUN KETCHUM, I

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9/19/22

STATE OF IDAHO EXP: 8.25.2

EX-1

AWNING DRAWINGS

WEST BUILDING ELEVATION

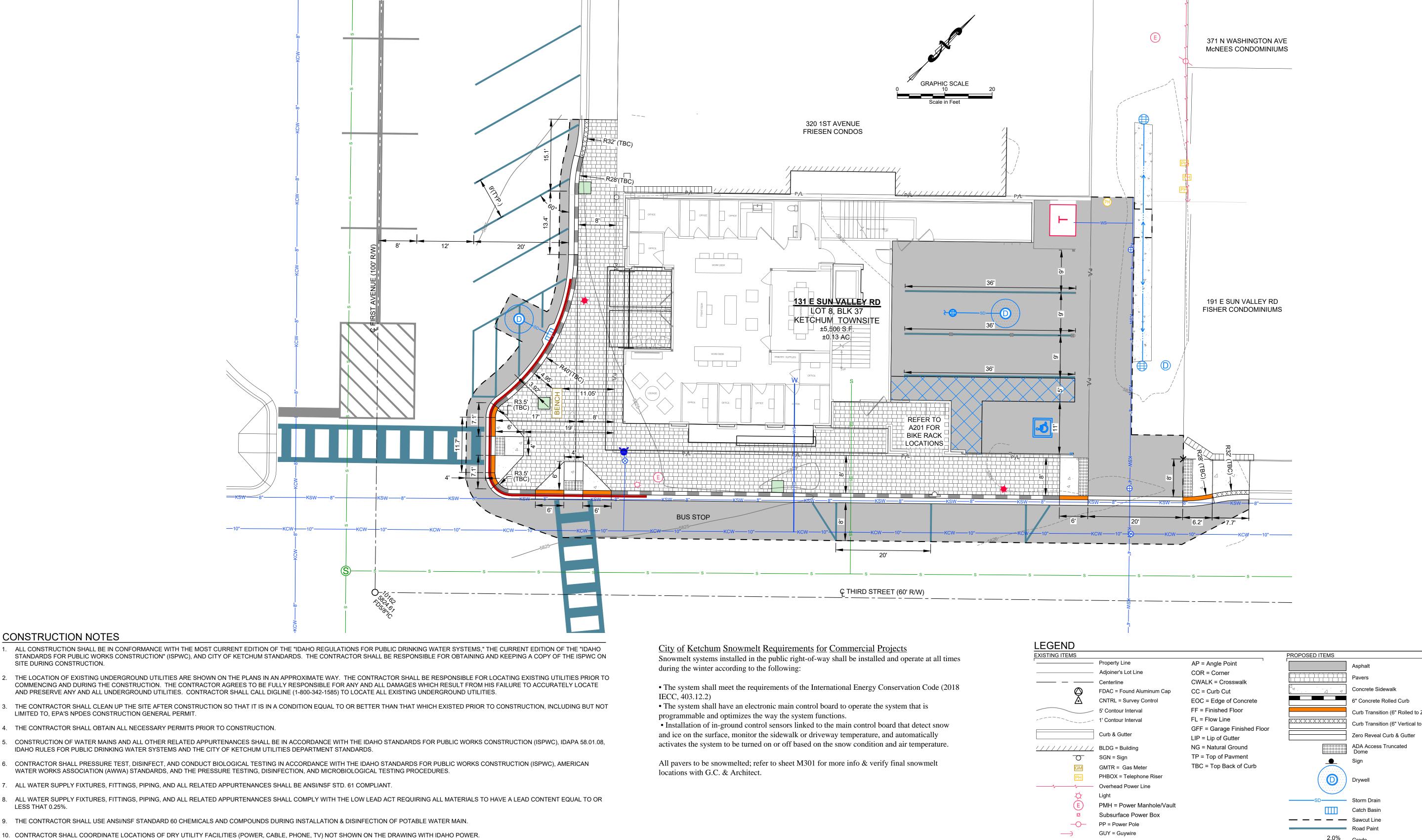
1/8" = 1'-0"

SOUTH BUILDING ELEVATION

1/8" = 1'-0"

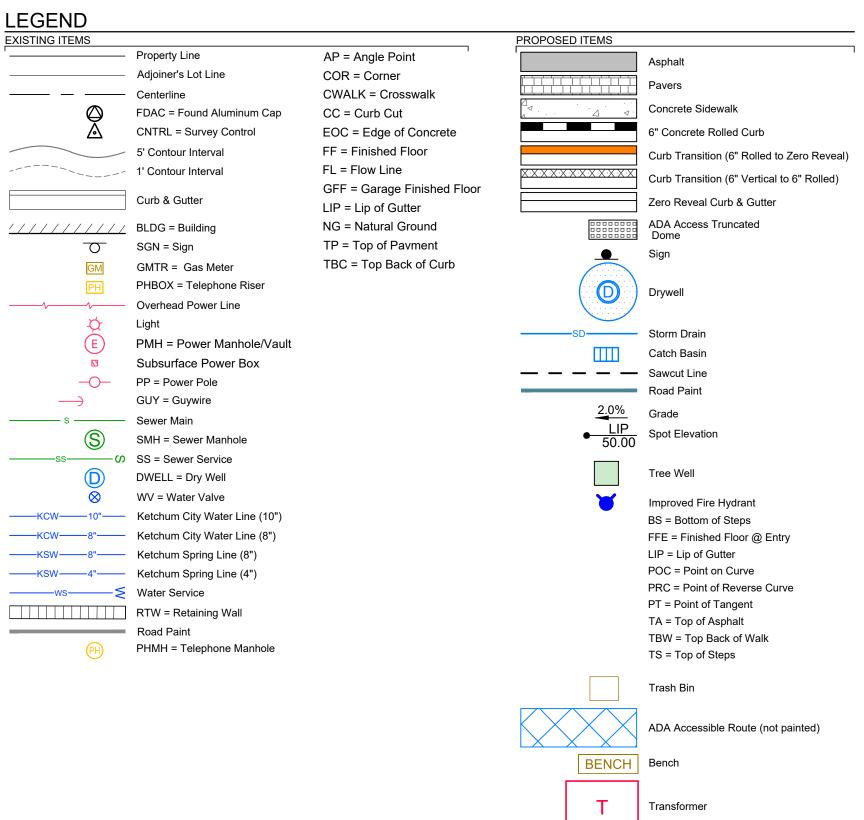
(03) 30 ge. Otechened Metal Peners

06 30 gs. Comagated Metal String. Quality of Bryon Axis Booles



ARE PER THE OFFICIAL WATER AND SEWER SYSTEM MAPS PROVIDED BY THE CITY OF KETCHUM.

- 11. ALL CLEARING & GRUBBING SHALL CONFORM TO ISPWC SECTION 201.
- 12. ALL EXCAVATION & EMBANKMENT SHALL CONFORM TO ISPWC SECTION 202. EXCAVATED SUBGRADE SHALL BE COMPACTED AND ALL UNSUITABLE SECTIONS REMOVED AND REPLACED WITH STRUCTURAL FILL AS DETERMINED BY THE ENGINEER. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99 OR ITD T-91.
- 13. ALL 2" MINUS GRAVEL SHALL CONFORM TO ISPWC 802, TYPE II (ITD STANDARD 703.04, 2"), SHALL BE PLACED IN CONFORMANCE WITH ISPWC SECTION 801 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 90% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99.
- 14. ALL 3/4" MINUS CRUSHED GRAVEL SHALL CONFORM TO ISPWC 802, TYPE I (ITD STANDARD 703.04, 3/4" B), SHALL BE PLACED IN CONFORMANCE WITH ISPWC SECTION 802 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99 OR ITD T-91.
- 15. ALL ASPHALTIC CONCRETE PAVEMENT WORK SHALL CONFORM TO ISPWC SECTION(S) 805, 810, AND 811 FOR CLASS II PAVEMENT. ASPHALT AGGREGATE SHALL BE 1/2" (13MM) NOMINAL SIZE CONFORMING TO TABLE 803B IN ISPWC SECTION 803. ASPHALT BINDER SHALL BE PG 58-28 CONFORMING TO TABLE A-1 IN ISPWC SECTION 805.
- 16. ALL EDGES OF EXISTING ASPHALT PAVING SHALL BE SAW CUT 24" TO PROVIDE A CLEAN PAVEMENT EDGE FOR MATCHING. NO WHEEL CUTTING SHALL BE ALLOWED.
- 17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING TRAFFIC CONTROL PER THE CURRENT EDITION OF THE US DEPARTMENT OF TRANSPORTATION MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
- 18. ALL CONCRETE FORM WORK SHALL SHALL CONFORM TO ISPWC SECTION 701 AND 703. ALL CONCRETE SHALL BE 3,000 PSI MINIMUM, 28 DAY, AS DEFINED IN ISPWC SECTION 703, TABLE 1.C. 19. ALL TRENCHING SHALL CONFORM TO ISPWC STANDARD DRAWING SD-301. TRENCHES SHALL BE BACKFILLED AND COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DENSITY AS DETERMINED BY
- AASHTO T-99. 20. TOPOGRAPHIC, SITE, AND BOUNDARY SURVEYS SHOWN HEREON WERE CONDUCTED BY GALENA ENGINEERING, 02/12/07. LOCATIONS OF WATER AND SEWER MAINS AND SERVICES SHOWN HEREON
- 21. PER IDAHO CODE § 55-1613, THE CONTRACTOR SHALL RETAIN AND PROTECT ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS; ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS THAT ARE LOST OR DISTURBED BY CONSTRUCTION SHALL BE REESTABLISHED AND RE-MONUMENTED, AT THE EXPENSE OF THE AGENCY OR PERSON CAUSING THEIR LOSS OR DISTURBANCE AT THEIR ORIGINAL LOCATION OR BY SETTING OF A WITNESS CORNER OR REFERENCE POINT OR A REPLACEMENT BENCHMARK OR CONTROL POINT, BY OR UNDER THE DIRECTION OF A PROFESSIONAL LAND SURVEYOR.

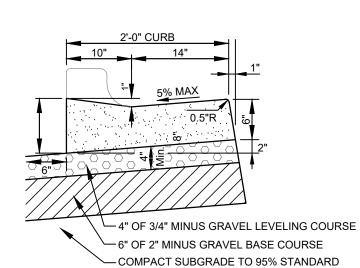


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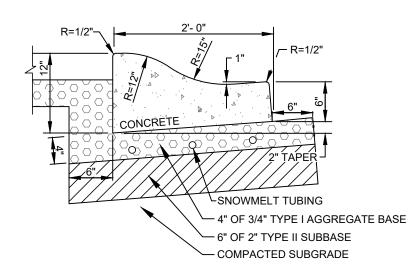
TRANISTION SECTION ISOMETRIC VIEW



ZERO REVEAL CURB & GUTTER

- 1. 1/2-INCH PREFORMED EXPANSION JOINT MATERIAL (AASHTO M 213) AT TERMINAL POINTS OF RADII.
- 2. CONTINUOUS PLACEMENT PREFERRED, SCORE INTERVALS TO MATCH SIDEWALK WITH 10-FEET MAXIMUM SPACING.
- 3. MATERIALS SHALL CONFORM WITH CURRENT ISPWC STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.

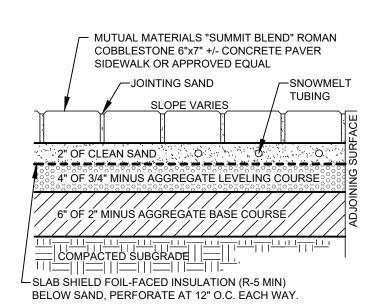
TYPICAL CURB TRANSITION DETAIL



1. SUBBASE CAN BE 2" TYPE II OR ¾" TYPE I CRUSHED AGGREGATE BASE COURSE.

- 2. MATERIALS SHALL CONFORM WITH CURRENT ISPWC STANDARDS, DIVISION 800
- AGGREGATES AND ASPHALT. 3. PAVEMENT SECTION MAY BE MODIFIED IF A PROJECT SPECIFIC GEOTECHNICAL REPORT,
- STAMPED BY A LICENSED ENGINEER, IS PROVIDED. 4. 1/2-INCH PREFORMED EXPANSION JOINT MATERIAL (AASHTO M 213) AT TERMINAL POINTS
- 5. CONTINUOUS PLACEMENT PREFERRED, SCORE INTERVALS 10-FEET MAXIMUM SPACING
- (8-FEET W/SIDEWALK).





HEATED PAVER DETAIL





COMPACTED SUBGRADE

1. 1/2-INCH PREFORMED EXPANSION JOINT MATERIAL (AASHTO M 213) AT

WIDTH OF WALK NOT TO EXCEED 5 FEET SPACING.

2. CONTINUOUS PLACEMENT PREFERRED. SCORE AT INTERVALS TO MATCH

3. 1/2" TRANSVERSE PREFORMED BITUMINOUS JOINTS AT THE TERMINUS POINTS

FOR CURVE AND WHERE SIDEWALK IS PLACED BETWEEN TWO PERMANENT

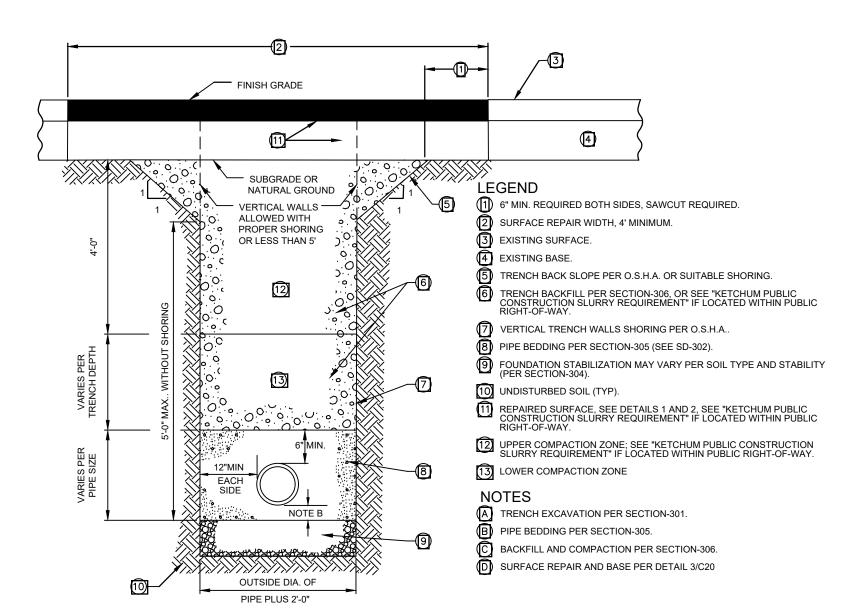
TERMINAL POINTS OF RADII.

FOUNDATIONS.

SLOPE VARIES —SNOWMELT TUBING

2" OF 3/4" MINUS AGGREGATE LEVELING COURSE





KETCHUM PUBLIC CONSTRUCTION SLURRY REQUIREMENT IN AREAS WHERE IT IS NECESSARY TO CUT THE ASPHALT PAVEMENT AND DIG A TRENCH FOR BURIAL OF CONDUIT CABLE OR OTHER CITY UTILITY, THE TRENCH SHALL BE BACKFILLED WITH A LEAN CONCRETE MIX TO THE BOTTOM OF FINISH SURFACE MATERIAL WITH THE FOLLOWING PROPORTIONS OF

COARSE AGGREGATE (%" MINUS) 2,600 LBS. PORTLAND CEMENT

SLOPE VARIES

1. SUBBASE CAN BE 2" TYPE II OR $\frac{3}{4}$ " TYPE I CRUSHED AGGREGATE

2. MATERIALS SHALL CONFORM WITH CURRENT ISPWC STANDARDS,

3. PAVEMENT SECTION MAY BE MODIFIED IF A PROJECT SPECIFIC

GEOTECHNICAL REPORT, STAMPED BY A LICENSED ENGINEER, IS

TYPICAL ASPHALT SECTION

S 4" OF 3/4" MINUS AGGREGATE LEVELING COURSES

3" OF ASPHALT

BASE COURSE.

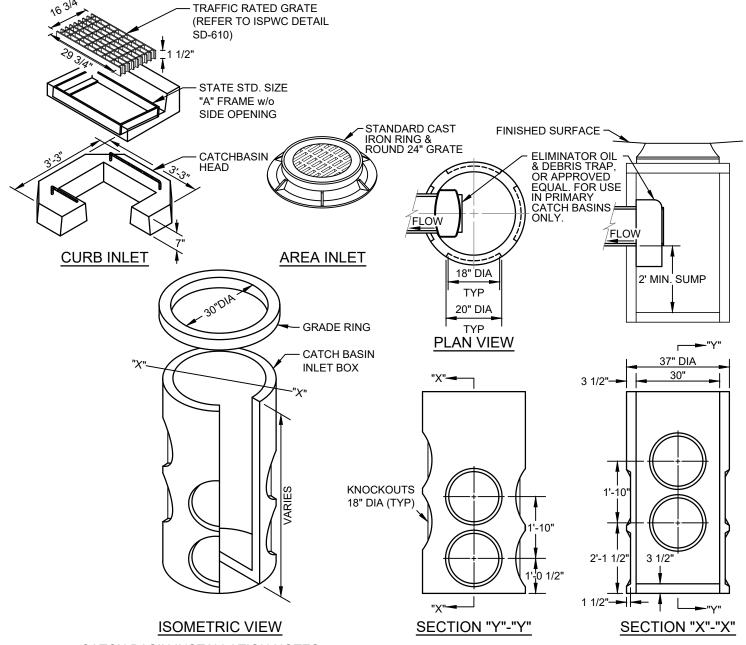
COMPACTED SUBGRADE

DIVISION 800 AGGREGATES AND ASPHALT.

WATER CONTENT IS MAXIMUM AND MAY BE REDUCING DOWNWARD. CARES SHALL BE TAKEN TO ASSURE THAT EXCESS WATER IS NOT PRESENT IN THE MIXING DRUM PRIOR TO CHARGING THE MIXER WITH MATERIALS. THOROUGH MIXING WILL BE REQUIRED PRIOR TO DISCHARGE.

NO COMPACTION, VIBRATION OR FINISHING IS REQUIRED. THE LEAN CONCRETE MIX SHALL BE STRUCK OFF AT OR BELOW THE ELEVATION OF THE PLANTMIX SURFACING WITH A SQUARE-NOSE SHOVEL OR SIMILAR HAND TOOL. THE BACKFILL MIX SHALL BE ALLOWED TO SET FOR A MINIMUM OF 2 HOURS BEFORE THE PERMANENT PLANTMIX SURFACING IS PLACED TO COMPLETE THE TRENCH REPAIR. TEMPORARY PLACEMENT OF ASPHALT COLD MIX SURFACING MAY BE NECESSARY TO ACCOMMODATE TRAFFIC WITHIN THE FIRST 2 HOURS OF BACKFILL PLACEMENT PRIOR TO COMPLETING THE PERMANENT REPAIR.

TYPICAL TRENCH SECTION CITY OF KETCHUM STANDARD DRAWING NO. 12

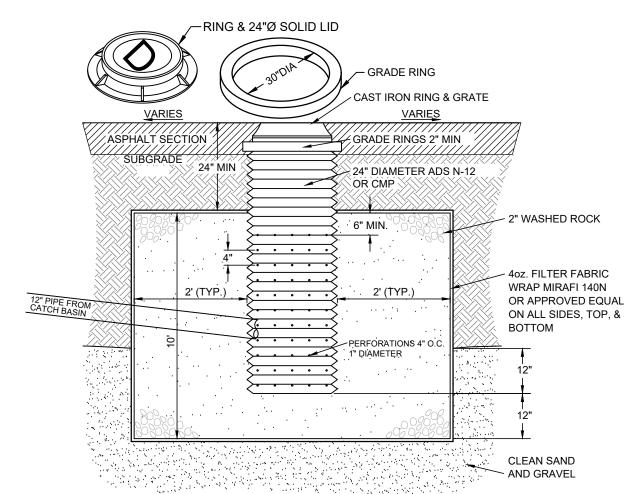


CATCH BASIN INSTALLATION NOTES: 1. A PRIMARY CATCH BASIN IS DEFINED AS THE FIRST STORM STRUCTURE UPSTREAM OF A DRYWELL. A SATELLITE CATCH BASIN IS DEFINED AS THE STORM STRUCTURE UPSTREAM OF THE PRIMARY CATCH BASIN.

2. THE OIL & DEBRIS TRAP SHALL BE INSTALLED ON THE OUTLET OF THE PRIMARY CATCH BASIN ONLY, NOT ON SATELLITE CATCH BASINS. 3. PLACE A MINIMUM OF 4" OF COMPACTED BEDDING ON PREPARED SUBGRADE AS SPECIFIED IN ISPWC SECTION 305 - PIPE BEDDING. EXTEND BEDDING EITHER TO THE LIMITS OF THE EXCAVATION OR AT LEAST 12" OUTSIDE THE LIMITS OF THE

4. FILL THE BALANCE OF THE EXCAVATED AREA WITH SELECT MATERIAL COMPACTED LEVEL TO THE TOP OF THE BEDDING. 5. PROVIDE A SMOOTH AND LEVEL BEARING SURFACE ON THE BEDDING SURFACE.

> 30" DIAMETER CATCH BASIN \ C1.2 ∫ CITY OF KETCHUM STANDARD DRAWING NO. 11



1. THE BED SHALL BE EXCAVATED A MINIMUM OF 24" INTO CLEAN SAND AND GRAVEL.

- 2. MAXIMUM DEPTH SHALL NOT EXCEED 12 FEET. 3. IF CLEAN SAND AND GRAVEL IS NOT ENCOUNTERED WITHIN 12 FEET, THE CONTRACTOR
- SHALL CONTACT THE DESIGN ENGINEER.

4. GRATE OR SOLID LID AS APPROVED BY CITY OF KETCHUM.

DRYWELL DETAIL (PUBLIC) CITY OF KETCHUM STANDARD DRAWING NO. 10



DESIGNED BY

DRAWN BY



VARIES PER PAVEMENT 6" MIN. ► 6" MIN. → 1'-6" - DIMENSIONS VARY PER PROJECT -MODULAR SUSPENDED PAVEMENT SYSTEM

- A. SILVA CELL SYSTEM (DECK, BASE, AND POSTS) OR APPROVED EQUAL. B. DEEPROOT ROOT BARRIER, 12" OR 18", DEPTH DETERMINED BY THICKNESS OF PAVEMENT SECTION, INSTALL DIRECTLY ADJACENT TO CONCRETE EDGE RESTRAINT. PREVENTS ROOTS FROM DISTURBING PAVEMENT.
- C. TREE ROOT PACKAGE, SIZE VARIES
- D. TREE OPENING TREATMENT, PER PROJECT SPECIFICATIONS
- E. SURFACE TREATMENT, PER PROJECT F. AGGREGATE BASE COURSE, DEPTH VARIES PER PROJECT
- G. GEOTEXTILE TO KEEP AGGREGATE FROM MIGRATING DOWN THROUGH CELL DECK H. BACKFILL, PER PROJECT SPECIFICATIONS
- GEOGRID TO PROVIDE FOR VERTICAL SEPARATION BETWEEN PLANTING SOILS AND BACKFILL WHILE ALLOWING ROOT PENETRATION INTO ADJACENT SOILS. 6" (150 mm) TOE (OUTWARD FROM BASE) AND 12" (305 mm) EXCESS (OVER TOP
- J. CABLE TIE, ATTACHING GEOGRID TO SILVA CELL AT BASE OF UPPER POST FLARE K. PLANTING SOIL, PER PROJECT SPECIFICATIONS, COMPACTED TO 70-80% PROCTOR
- L. SILVA CELL BASE SLOPE, 10% MAX
- M. 4" (100 mm) MIN AGGREGATE SUB BASE, COMPACTED TO 95% PROCTOR N. GEOTEXTILE, TO PROVIDE SEPARATION BETWEEN SUBGRADE AND AGGREGATE BASE
- O. SUBGRADE, COMPACTED TO 95% PROCTOR
- P. PIN, PER SILVA CELL SPECIFICATIONS, TO KEEP CELLS IN PLACE DURING CONSTRUCTION Q. PLANTING SOIL BELOW TREE ROOT PACKAGE, COMPACTED TO 85-90% PROCTOR
- R. CONCRETE EDGE RESTRAINT TO STABILIZE EDGE AND PREVENT AGGREGATE MIGRATION INTO TREE OPENING.

SECTION VIEW

1. EXCAVATION SHALL BE DONE IN ACCORDANCE WITH ALL APPLICABLE HEALTH AND SAFETY REGULATIONS.

___6 #4 BARS

/-- 4.5" Ø, SEE NOTE 2 BELOW.

AB 4 EACH

WASHERS-

2. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS. 3. A PROJECT SPECIFIC DETAIL WILL NEED TO BE PROVIDED TO CITY FOR REVIEW AND APPROVAL

TRUE SOUTH

TREE WELL DETAILS

- 2" PVC SCHEDULE 80

ELECTRICAL CONDUIT

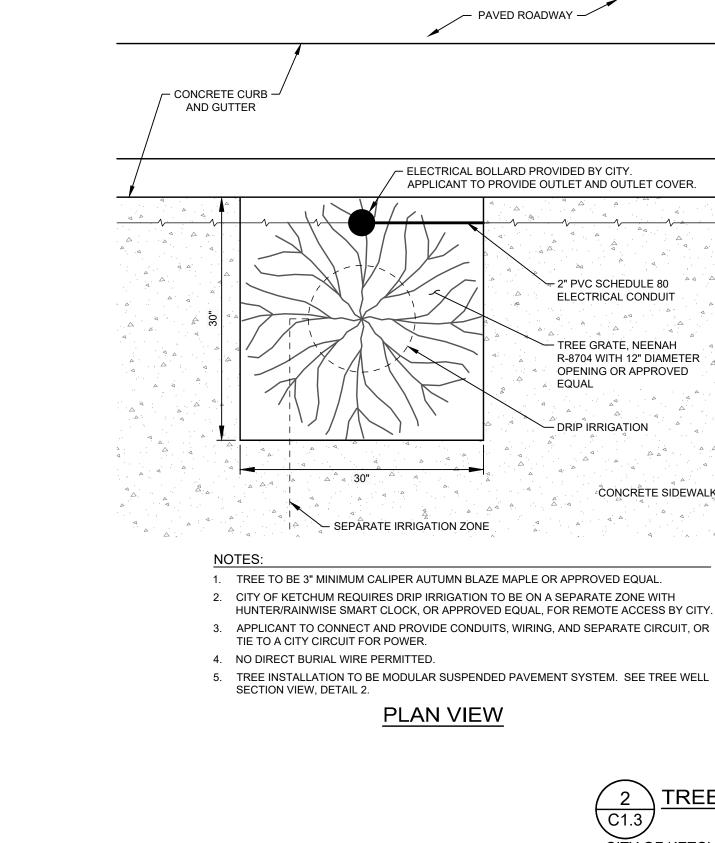
TREE GRATE, NEENAH

— DRIP IRRIGATION

R-8704 WITH 12" DIAMETER

OPENING OR APPROVED

C1.3 CITY OF KETCHUM STANDARD DRAWING NO. 9



3. NO COLOR OR FINISH. ANCHOR DETAIL **DETECTABLE WARNING PLATE DETAIL** CITY OF KETCHUM STANDARD DRAWING NO. 9

2. REFER TO DETAIL 10.

DETECTABLE WARNING TILES SHALL BE TUFTILE

(CAST IRON & WET SET) OR APPROVED EQUAL.

STAINLESS

STEEL

SCREW

◄─── 11.35" **───**

LOCATION

17 PLACES

SIGN POST: 2" X 2" PERFORATED -12 GAGE SQUARE TUBING √½" COUPLING NUT (.0105" WALL THICKNESS) 1' MIN. EMBEDMENT BASE INSTALLED -FLUSH WITH FINISHED SURFACE CLASS "30" CONCRETE -14" MIN. HOLE DIAMETER — NATIVE SOIL -SIGN BASE: 2 1/2" X 2 1/2" -NON PERFORATED SQUARE TUBING (SEE **ATTACHMENT** NOTES FOR ADDITIONAL LOCATION REQUIREMENTS) 5.59 LB./FT. WEIGHT **BOTTOM PLATE** BOTTOM PLATE -½" DRAIN HOLE SIGN BASE MATERIAL & DIMENSION REQUIREMENTS 2½" OUTSIDE TUBE STEEL (20" LENGTH) 1. BASES SHALL BE INSTALLED TO BE FLUSH WITH SURFACE.

2 1/8" INSIDE TUBE STEEL

½" COUPLING NUTS

½" COLD ROLLED ROD (18" LENGTH)

BOTTOM PLATE MATERIAL & DIMENSION REQUIREMENTS

LOCATION 5 PLACES

VARIES

ANCHOR-

PER RADIUS -

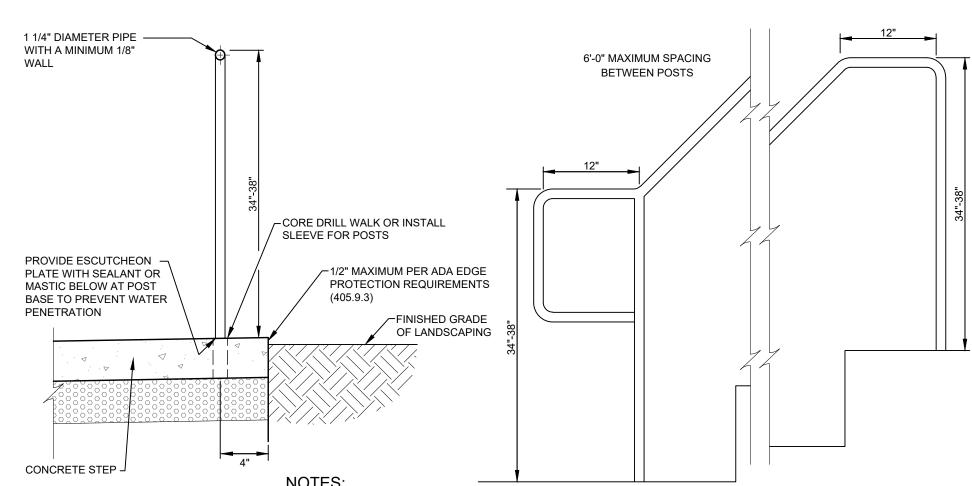
RADIUS - WEDGE TILE

2. ALL INSTALLATIONS SHALL HAVE 14" Ø MINIMUM FOUNDATION OR GROUTED INTO SOLID ROCK.

5. CITY TO PROVIDE BASES.

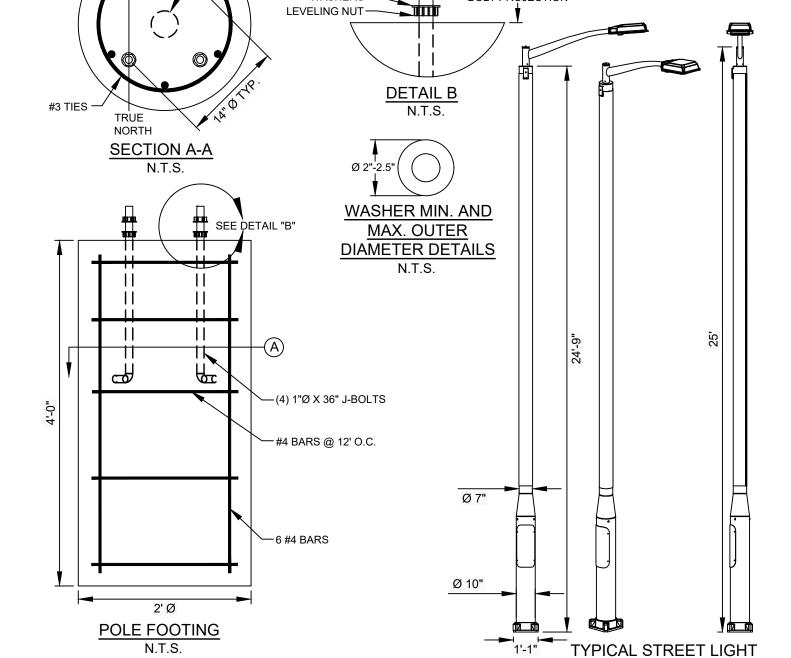
3. ALL STREET SIGNS SHALL BE IN ACCORDANCE WITH THE MOST CURRENT EDITION OF THE MUTCD. 4. SIGN PLACEMENT SHALL BE APPROVED BY THE CITY OF KETCHUM. 4" X 4" X ¼" STEEL STRAP

TYPICAL SIGN BASE DETAIL CITY OF KETCHUM STANDARD DRAWING NO. 13



1. HANDRAIL SHALL BE PAINTED. PAINT SPECIFICATIONS PER OWNER. 2. CLEAR WIDTH: THE CLEAR WIDTH BETWEEN HANDRAILS SHALL BE 36 INCHES MINIMUM PER ADA REQUIREMENTS (405.5) STAND ALONE HANDRAIL DETAIL

TYPICAL HANDRAIL AND STAIRS DETAIL



*MINIMUM PAVEMENT PROFILE

3" PAVER

4" ASPHALT

2.6" PAVER ..

OPTIONS TO MEET H-20 LOADING

+ AGGREGATE

+ 4" AGGREGATE

+ 12" AGGREGATE

. + 12" AGGREGATE

4.75" ± 0.25" ANCHOR

BOLT PROJECTION

.. + 5" CONCRETE

- 1. STREET LIGHT IS SOLARONE RFS DESIGN 158 LFP OR APPROVED EQUAL.
- 2. ANY CONDUITS AND/OR GROUNDING WIRES MUST BE HARDWIRED AND CONTAINED WITHIN A 4.5" Ø CIRCLE CENTERED ON THE FOUNDATION. GROUNDING ELECTRODE WIRE AND AC SUPPLY WIRE (IF REQUIRED) ARE 5' MIN. ABOVE THE BASE.
- 3. ANCHOR BOLT ORIENTATION TO TRUE NORTH/SOUTH IS ONLY RELEVANT FOR OFF-GRID SOLAR POLES. DISREGARD FOR
- 4. GROUNDING WIRE MUST BE 60" FROM BASE SO IT CAN REACH THE GROUNDING LUG INSIDE THE POLE.
- 5. STREET LIGHT SHALL BE 25' IN HEIGHT OR AS APPROVED BY CITY OF KETCHUM.









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RD I VALLEY FID 83340 EAST SUN V S Ø Ш st Ш

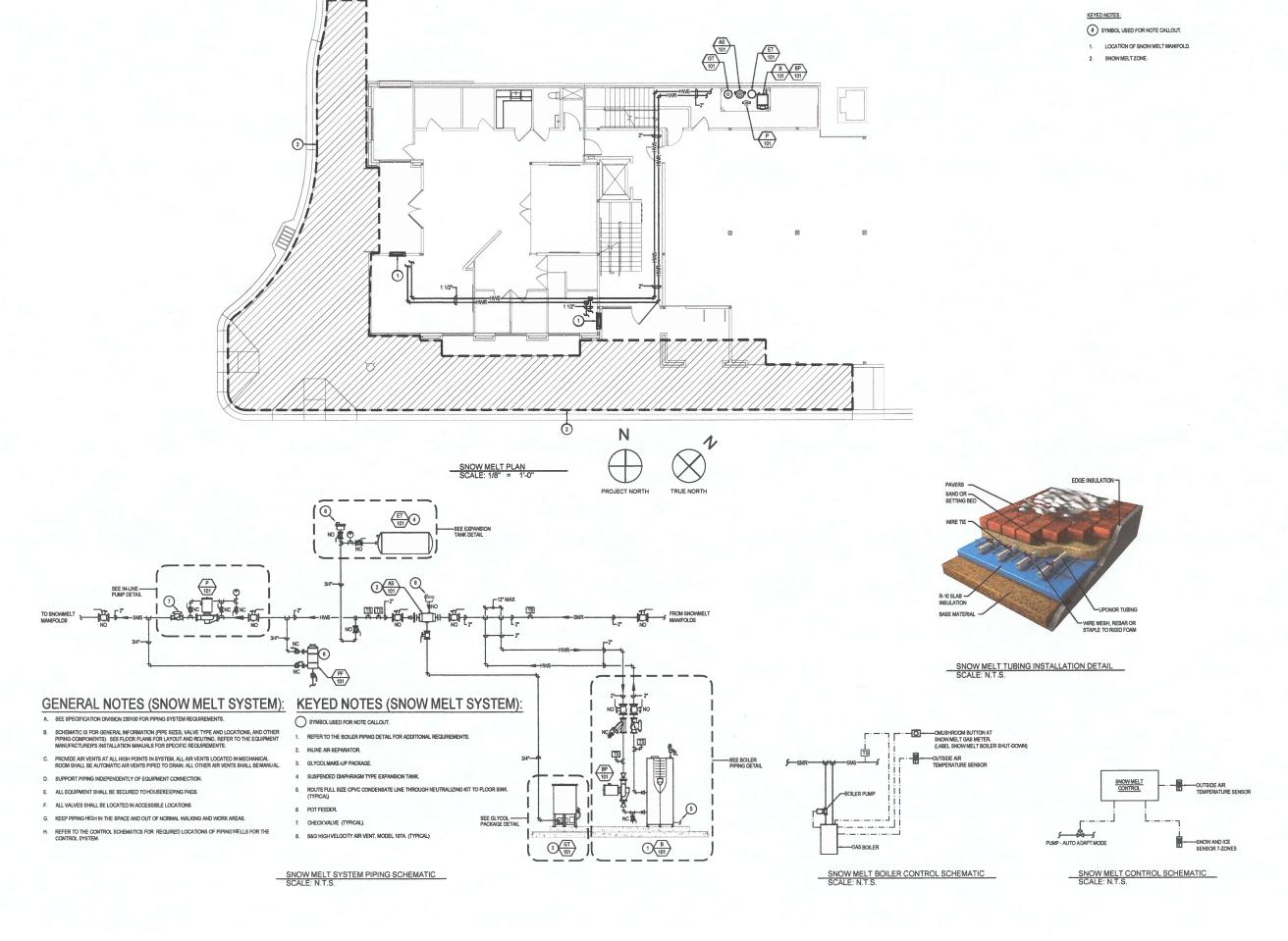
DATE: 07/13/22 PROJECT #: 21-402 GB DRAWN: ISSUE:

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M301

76

MAIN LEVEL HVAC PLAN









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EAST SUN VALLEY KETCHUM, ID 83340 \mathbf{m} Ш S Ø 止 st L

DATE: PROJECT#:	21-4
DRAWN:	GB
ISSUE:	
DRC	
Permit Set	

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M302

MAIN LEVEL HVAC PLAN

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© FARMERPAYNEARCHITECTS

	CONDENSING HOT WATER BOILER SCHEDULE										
		THERMAL		EWT	LWT	BOILER FLOW	MAX P.D.	CAPACITY		MANUFACTURED AND MODEL	REMARKS
SYMBOL	AREA SERVED	EFFICIENCY	FUEL	(°F)	(°F)	(GPM)	(FT H₂O)	INPUT MBH	OUTPUT MBH	MANUFACTURER AND MODEL F	
B-101	SNOW MELT SYSTEM	95%	NAT. GAS	110	140	27	6.5	399.0	387.0	LOCKINVAR MODEL: KBX0400N	1,2,3

- 1. APPROVED ALTERNATE MANUFACTURERS: SUBMIT FOR APPROVAL.
- 2. PROVIDE BOILER VENTING KIT, NEUTRALIZING KIT, COMBUSTION AIR INTAKE KIT, SEISMIC VIBRATION ISOLATORS, LOW WATER CUT-OFF, FLOW SWITCH, MODULATING GAS BURNER, CONDENSATE TRAP, 319L STAINLESS STEEL COMBUSTION CHAMBER, EXHAUST PIPE, CSD-1 AND OSA RESET.
- 3. BOILER SHALL BE PROVIDED WIFACTORY START-UP, START-UP IS NOT COMPLETE UNTIL ALL BURNERS AND BLOWER ARE CALIBRATED FOR PEAK PERFORMANCE AND AT COMPLETION OF PROJECT ALL BURNERS, BLOWERS, HEAT EXCHANGERS, AND OTHER INTERNAL PARTS SHALL BE THOROUGHLY CLEANED OF CONSTRUCTION DEBRIS.

					во	ILER F	PUMP	SCHE	DULE				
	ADEA OFFICE	200		CAPACITY			MOTOR		SUCTION	TRIPLE	OPERATING WEIGHT	MANUFACTURER AND MODEL	REMARKS
SYMBOL.	AREA SERVED	TYPE	FLOW (GPM)	HEAD (FT)	MIN EFF	AMPS	RPM	VIØ	DIFFUSER	VALVE	(LBS)	MANOPAC I URER AND MODEL	REMPARO
<u>BP-101</u>	SNOW MELT SYSTEM	INLINE	27	21	-	2.5	-	115/1	N/A	N/A	50	GRUNDFOS MAGNA3 40-80	1,2

- 1. APPROVED ALTERNATE MANUFACTURERS: ARMSTRONG, 8 & G, TACO, WILO, PACO, PEERLESS, PATTERSON.
- 2. CONTROL PUMP THROUGH CONDENSING BOILER.

						PUM	P SCH	EDUL	E				
	TMBOL AREA SERVED		CAPACITY			MOTOR			SUCTION	TRIPLE DUTY	OPERATING WEIGHT	MANUFACTURER AND MODEL	REMARKS
SYMBOL	AREA SERVED	TYPE	FLOW (GPM)	HEAD (FT)	MIN EFF	HP	RPM	VIØ	DIFFUSER	VALVE	(LBS)	MANUPACTURER ARLUMODEL	REMPRICO
P-101	SNOW MELT SECONDARY LOOP	INLINE	30	35		1/2	-	208/1	N/A	N/A	30	BELL AND GOSSET ECOCIRC XL MODEL 55-45	1,2,3,4,5

- 1. APPROVED ALTERNATE MANUFACTURERS: ARMSTRONG, GRUNDFOS, TACO, WILO, PACO, PEERLESS, PATTERSON.
- 2. PROVIDE UNIT WITH PREMIUM EFFICIENCY MOTOR WITH INTEGRAL VFD.
- 3. PUMP SEALS SHALL BE COMPATIBLE WITH PROPYLENE GLYCOL.
- 4. NOTE CONTROL BASED PRESSURE. DIFFERENTIAL (VARIABLE FLOW). 5. SUPPORT PUMP FROM STRUCTURE.

MECHANICAL SPECIALTY EQUIPMENT SCHEDULE									
SYMBOL	EQUIPMENT DESCRIPTION	SYSTEM SERVED	DESCRIPTION	MANUFACTURER AND MODEL					
AS-101	INLINE AIR SEDIMENT SEPARATOR	HYDRONIC SYSTEM	DESIGN FLOW IS 30 GPM WITH A DESIGN PD OF 1.0 FT.H ₂ O.	B & G MODEL 2" ALTERNATE APPROVED MANUFACTURERS: TACO, ARMSTRONG, AND PACO					
ET-101	EXPANSION TANK (HORIZONTAL DIAPHRAGM TYPE)	HYDRONIC SYSTEM	5.31 GAL. CAPACITY, 2.14 ACCEPTANCE GAL., BLADDER TYPE EXPANSION TANK. (PRE-CHARGED TO 12 PSI)	BELL AND GOSSETT HORIZONTAL D-15 ALTERNATE APPROVED MANUFACTURERS: TACO, ARMSTRONG, AND PACO					
GT-101	SINGLE PUMP GLYCOL FEEDER	HYDRONIC SYSTEM	PROVIDE WITH LOW LEVEL CUTLOFF AND ALARM ARRAMASHATINCLUDING A 110F SIGNAL FOR REMOTE ALARM, ISOLATION VALVES, STRAINER, PRESSURE TANK WITH PRESSURE CONTROL, PRESSURE REDUCING VALVE AND GAUGE, 55 GAL. TRAINSLUCENT POLYETHYLENE SOLUTION CONTROLEY WITH LID TO ACCOMMODATE RELIEF VALVE PIPING, (110V, 60 Hz MOTIOR AND CONTROLES WITH PLUS AND CORP. PRESET SYSTEM TO 12 PSI. SOLUTION SHALL BE 40% DOWNFOOT PROPYTHEE GLYCOL WITH INHIBITOR AND 80% WAITER.	AXIOM MODEL SF100 ALTERNATE APPROVED MANUFACTURERS: WESSELS					
PF-101	POT FEEDER	HYDRONIC SYSTEM	5 GALLON POT FEEDER MOUNTED ON WALL 38" A.F.F.	JL WINGERT ALTERNATE APPROVED MANUFACTURERS: SUBMIT FOR APPROVAL					

SNOW MELT MANIFOLD SCHEDULE												
ZONE #	AREA (R²)	INSULATION RV ("F x ft ² x hr/Btu)	HEAT LOAD (Btu/hr/ft²)	# OF LOOPS	TUBE TYPE & SIZE	TUBE SPACING (In)	SUPPLY WATER (°F)	DESIGN TEMP. DROP (°F)	SURFACE TEMP. (°F)	FLOW RATE (GPM)	HEAD LOSS (PSI)	REMARKS
SNOWMELT	1,150	10.0	140	7	hePEX 3/4"	9" O.C.	140	25	35	14.93	7.2	1,2,3,4,5
SNOWMELT	1,150	10.0	140	7	hePEX 3/4"	9° O.C.	140	25	35	14.93	7.2	1,2,3,4,5

- 1. SNOW MELT CIRCUITS TO BE EQUAL LENGTHS OFF EACH MANIFOLD WITH A 300 FT MAXIMUM TUBE LENGTH PROVIDE A BALL VALVE FOR EACH OF THE LOOPS. RADIANT FLOOR MANIFOLD DESIGN BASED ON UPONOR STAINLESS STEEL MANIFOLD WITH ISOLATION VALVES AND VISUAL FLOW GAUGES. ALTERNATES SHALL BE EQUAL IN QUALITY AND PERFORMANCE
- 2. PANEL TUBING TO BE WITHIN 4" OF PERIMETER.
- 3. PROVIDE A 35% PROPYLENE GLYCOL 65% WATER SOLUTION.
- 4. TUBING TO BE RATED FOR 180°F AT 100 PSI SERVICE.
- 5. TUBING FOR SNOW MELT SYSTEM MUST BELAID OUT IN A COUNTER FLOW PATTERN.



Hydronics Unlimited

PO box 2782 Ketchum, Idaho 83340 Phone: 208 726 2076 Fax: 208 726 2075

Attn: Steve Kearns, KMV Builders

8/10/22

Re: Snowmelt system proposal for new Office Building located at 131 East Sun Valley Rd, Ketchum, Idaho

Project Description: New construction, provide a single zone of snowmelt on the East Sun Valley Rd and N. 1st Ave sidewalks, with automated controls

Scope of work: Rough in sleaves in footings for supply and return distribution piping and slab sensor conduit. Rough in and insulate supply and return piping prior to slab pour. Once the building is dried in, install boiler venting, install new boiler and controls in the Mechanical room with zone pump located in the mechanical room. Tubing will be installed on 9" centers. Install copper header piping and auxiliary equipment and pressure test entire system to 200% of maximum operating pressure. Install Tekmar snowmelt controls, sensors and pump controls, test controls, perform commissioning checklists on boilers, test complete system and place in service.

Materials:

Heat source: (2) Lochinvar Noble NKB199 high efficiency boilers

Pumps: Grundfos MAGNA 1 & UPS series w/ Webstone Isolation flanges

Zone and Distribution tubing: Rehau O2 barrier PEXa, Type L copper

Additional equipment and materials: Condensate neutralizer kit, automatic system feeder, brass and copper and fittings, valves, expansion tank, wye strainer, air vents, pipe insulation, mounting hardware, PVC vent pipe and fittings, wiring supplies, and polypropylene glycol

Controls: Tekmar 671 Snow melting control, 094 sensor and 091socket. Borg interval timer



NOBLE® RESIDENTIAL BOILER

Submittal Sheet

NKB-Sub-02

NOBLE® RESIDENTIAL CONDENSING BOILER MODELS NKB080-199

Job Name:	Model No	
Location:	Type Gas:	
Engineer:	Equipment Tag(s):	
Agent/Wholesaler:		
Contractor:		
NOTES:		

Smart Control™ Features

- » SMART CONTROL Digital Operating
 Control
 LCD Display with words, not so does
 - LCD Display with words, not codes
- » Outdoor Reset Control with Outdoor Air Sensor
- » Programmable System Efficiency Optimizers
- » Three Pump Control System Pump Boiler Pump DHW Pump
- » High-Voltage Junction Box 120 VAC / 60 Hertz / 1 Phase Power Supply
- » Low Voltage Terminal Strip Flow Switch Contacts Low-Water Cutoff Connection System Sensor Contacts Outdoor Air Sensor Contacts Cascade Contacts
- » Time Clock for Data Logging Last 10 Lockouts
- » Low-Water Flow Safety Control & Indication
- » Password Security
- » Built-in Cascading Sequencer for up to 8 units

Standard Features

- » Modulating Burner with 10:1 Turndown Direct-Spark Ignition Low-NOx Operation
- » ASME Stainless Steel Heat Exchanger
- » Vertical & Horizontal Direct-Vent PVC, CPVC, Polypropylene or SS Venting up to 100 feet
- » Condensate Trap
- » California Code Compliant
- » Other Features

Automatic Reset High Limit
Adjustable High Limit w/Manual Reset
Wall-Mount Bracket
Zero Clearances to Combustible
Materials

See Warranty for Details:
10 Year HEX Warranty

5 Year Parts Warranty

Optional Equipment

Low-Water Cutoff w/Manual Reset & Test Concentric Vent Kit

Condensate Neutralization Kit

Sidewall Vent Termination

Floor Stand

Flow Switch

Wireless Outdoor Sensor

Nat to LP Gas Conversion Kit

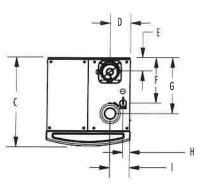


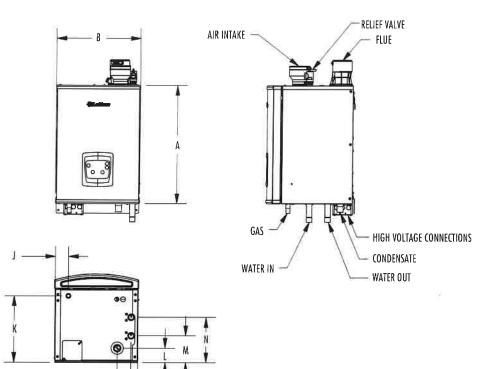




DIMENSIONS & SPECIFICATIONS







	IN	PUT		Heating									
Model Number	Min MBH	Max MBH	AFUE %	Capacity MBH	Net MBH	A	В	C	D	E	F	G	Н
NKB080N	8.3	80	95.0	74	64	24"	17-1/4"	17-1/4"	2-1/4"	5-1/8"	8-1/2"	5-1/8"	1-1/2"
NKB110N	11	110	95.0	102	89	24"	17-1/4"	18"	2-3/4"	2-7/8"	9"	5-1/2"	2-7/8"
NKB150N	15.0	150	95.0	139	125	24"	17-1/4"	18"	4-1/2"	2-3/4"	9-1/8"	11-3/4"	4-1/2"
NKB199N	19.9	199	95.0	185	161	24"	17-1/4"	18"	4-1/8"	2-3/4"	9-3/8"	11-1/2"	4"

Model Number (continued)	ľ	J	К	L	M	N	0	P	Gas Conn.	Water Conn.	Air Inlet	Vent Size	Shipping Wt. (lbs.)
NKB080N	1-1/2"	6-3/8"	12-5/8"	5-1/8"	4-5/8"	8-1/2"	1-1/2"	2-1/2"	1/2"	1"	2″	2"	120
NKB110N	2-7/8"	7-3/4"	13-1/8"	2-7/8"	5-1/2"	9″	2"	3″	1/2"	1"	3″	3″	126
NKB150N	4-1/2"	2-7/8"	13-1/8"	3"	5-3/8"	9-1/8"	1-7/8"	4-5/8"	1/2"	(#C	3"	3″	132
NKB199N	4"	2-3/4"	13-1/2"	2-7/8"	5-1/2"	9-1/4"	1-3/8"	1-3/8"	1/2"	1"	3"	3"	140

NOTES:

- Information subject to change without notice. Change "N" to "L" for LP gas models.
- The Net AHRI Water Ratings shown are based on a piping and pickup allowance of 1.15.
- The ratings have been determined under the provisions governing forced draft burners.
- Lochinvar should be consulted before selecting a boiler for installations having unusual piping and pickup requirements, such as intermittent system operation, extensive piping systems, etc.



Lochinvar, LLC 300 Maddox Simpson Parkway Lebanon, Tennessee 37090 P: 615.889.8900 / F: 615.547.1000













NOBLE® BOILER PRODUCT SUMMARY (NKB) 80,000-199,000 BTU/HR

HOLE CONTRACT SOLES SIX MADER MERICINERS	NKB080	NKB110	NKB150	NKB199
BOILER				
GALLON CAPACITY	1.2	1.4	2.0	2.7
HEATING SURFACE (SQ. FT.)	6.95	7.33	11.4	15.02
WATER CONNECTIONS	l]"	1"	1"
MAX. WORKING PRESSURE (PSI)	50	50	50	50
# OF RELIEF VALVES	ť	7	1	1
RELIEF VALVE SIZE	3/4"	3/4"	3/4"	3/4"
RELIEF VALVE RATING (MBH)	535	535	535	535
RELIEF VALVE PRESSURE RATING (PSI)	30	30	30	30
GAS				
NLET CONNECTION	1/2"	1/2"	1/2"	1/2"
MAX. INLET PRESSURE, NAT	14.0" w.c.	14.0" w.c.	14.0" w.c.	14.0" w.c.
NIN. INLET PRESSURE, NAT	4.0" w.c.	4.0" w.c.	4.0" w.c.	4.0" w.c.
MAX. INLET PRESSURE, LP	14.0" w.c.	14.0" w.c.	14.0" w.c.	14.0" w.c.
NIN. INLET PRESSURE, LP	8.0" w.c.	8.0" w.c.	8.0" w.c.	8.0" w.c.
TU/HR INPUT	80,000	110,000	150,000	199,000
TU/HR OUTPUT (HIGH FIRE)	76,000	102,000	139,000	185,000
TU/HR OUTPUT (LOW FIRE)	7,600	10,200	13,900	18,500
LECTRICAL				
OLTAGE/HEATER	120	120	120	120
OLTAGE/CONTROL	24	24	24	24
OTAL AMPS	0.7	0.7	0.7	0.9
OF ELECTRICAL CONNECTIONS	1	I	1	j)
IMENSIONS				
EIGHT	24"	24"	24"	24"
IDTH	17-1/4"	17-1/4"	17-1/4"	17-1/4"
EPTH	17-1/4"	18"	18"	18"
ERVICE CLEARANCES				
RONT	24"	24"	24"	24"
ОПОМ	24"	24"	24"	24"
GHT SIDE	12"	12"	12"	12"
FT SIDE	12"	12"	12"	12"
P	6"	6"	6"	6"
IRECT VENTING				
ZE	2"	3"	3"	3**
NT CATEGORY	IV	IV	ΙV	IV
NT MATERIAL	PVC/CPVC/SS/PP	PVC/CPVC/SS/PP	PVC/CPVC/SS/PP	PVC/CPVC/SS/PP

Lochinvar, LLC • 300 Maddox Simpson Pkwy • Lebanon, TN 37090 • 615-889-8900 / Fax: 615-547-1000 www.Lochinvar.com

NKB-PS-02

04/19-Printed in U.S.A.

PRODUCT SUBMITTAL 102

RAUPEX O₂ barrier pipe



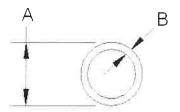
Product: RAUPI

RAUPEX® O2 barrier pipe

Date:

11 February 2021 (supersedes 31 July 2019)

REHAU :- RAUPEX O: Barrier Pipe



Article No.	Nominal Size in	Average OD A in (mm)	Minimum Wall Thickness B In (mm)	Weight Ib/ft (kg/m)	Capacity gal/ft (l/m)
136008	3/8	0.500 (12.70)	0.070 (1.78)	0.05 (0.07)	0.0050 (0.0624)
136031	1/2	0.625 (15.88)	0.070 (1.78)	0.06 (0.08)	0.0098 (0.1222)
136880	5/8	0.750 (19.05)	0.083 (2.12)	0.08 (0.11)	0.0134 (0.1671)
136051	3/4	0.875 (22.22)	0.097 (2.47)	0.10 (0.15)	0.0189 (0.2356)
136011	1	1.125 (28.58)	0.125 (3.18)	0.17 (0.26)	0.0316 (0.3939)
136283	1 1/4	1.375 (34.92)	0.153 (3.88)	0.25 (0.37)	0.0467 (0.5827)
136293	1 1/2	1.625 (41.28)	0.181 (4.59)	0.35 (0.52)	0.0650 (0.8118)
2 2.125 (53.98)		0.236 (6.00)	0.60 (0.90)	0.1114 (1.3906)	

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The information contained herein is believed to be reliable, but no representations, guarantees or warranties of any kind are made as to its accuracy, suitability for particular applications or the results to be obtained therefrom. Before using, the user will determine suitability of the information for user's intended use and shall assume all risk and liability in connection therewith.

PRODUCT SUBMITTAL 102

RAUPEX O₂ barrier pipe



TECHNICAL DESCRIPTION

Specification	English	SI	Standard
Minimum Density	58 lb/ft³	926 kg/m³	ASTM F876
Min. Degree of of Crosslinking	70%	70%	ASTM F876
Max. Thermal Conductivity	2.84 Btu in./(ft²°F hr)	0.41 W/(m°K)	DIN 16892
Coefficient of Linear Expansion	9.33X10-4 in/ft°F @ 68°F 1.33x10-3 in/ft°F @ 212°F	0.14 mm/(m°C) @ 20°C 0.2 mm/(m°C) @ 100°C	Mean @ 20- 70°C per DIN 16892
IZOD Impact Res.	No Break	No Break	
Modulus of Elasticity	87,000-130,500 psi @ 68°F 43,500-58,000 psi @ 176°F	600-900 N/mm² @ 20°C 300-400 N/mm² @ 80°C	Minimum @ 20°C per DIN 16892

Specification	English	SI	Standard
Tensile Strength	4194-4355 psi @ 68°F 2610-2900 psi @ 176°F per ASTM D638	26-30 N/mm ² @ 20°C 18-20 N/mm ² @ 80°C per ASTM D638	153
Roughness	e=0.00028 in	e=0.007 mm	-
Temperature Working Range	-40 to 200°F	-40 to 93°C	
O ₂ Permeability	e n i	<=0.32 mg/m²/day @ 40°C	DIN 4726
Max. Short- term Exposure	150 psig @ 210°F (48 hr)	1035 kPa @ 99°C (48 hr)	ASTM F876
UV Resistance	See TB218		ASTM F2657

FUNCTIONAL DESCRIPTION

RAUPEX O_2 barrier pipe is manufactured using REHAU's high-pressure peroxide method for crosslinked polyethylene (PEXa). RAUPEX pipe meets or exceeds the requirements of ASTM F876, F877, NSF 61, CSA B137.5 and PPI TR-3. RAUPEX O_2 barrier pipe is SDR9, red in color and for use with the EVERLOC+® compression-sleeve system certified to ASTM F877, the REHAU F1960 cold expansion fitting system certified to ASTM F1960, and RAUPEX compression nut fittings. See REHAU *Technical Bulletin TB261* for other compatible PEX fitting systems. RAUPEX O_2 barrier pipe has a co-extruded oxygen diffusion barrier that exceeds the strict requirements of DIN 4726. RAUPEX pipe is manufactured by REHAU using a quality management system which has been certified to the latest version of ISO 9001.

LONG TERM STRENGTH

The maximum temperature and pressure ratings of the RAUPEX pipe are in accordance to ASTM F876, CSA B137.5 and PPI TR-3. The designer shall determine the actual conditions and apply the appropriate and additional design factors as required for any particular project. The temperature and pressure ratings apply to the application of RAUPEX pipe for conveying heating and cooling water at the 2.0 safety factor on allowable working pressure according to ASTM and CSA. According to the REHAU *PEXa Limited Warranty*, the RAUPEX pipe warranty period of 25 years is for operating conditions at or below 180°F (82.2°C) in permitted applications when the handling, use, installation and maintenance continually complies with all REHAU technical guidelines.

RAUPEX SDR9

desigr	n factors
0.50	(per ASTM F876, CSA B137.5)
0.50	(per ASTM F876, CSA B137.5)
0.50	(per ASTM F876, CSA B137.5)
	0.50 0.50

* REHAU defines Elevated Temperature Applications as those with operating conditions greater than 180°F (82.2°C). When REHAU PEXa pipes are planned to be operated in Elevated Temperature Applications, contact REHAU Engineering to verify your project conditions comply with the REHAU PEXa Limited Warranty in accordance to REHAU Technical Bulletin TB230 Elevated Temperature Applications.

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The information contained herein is believed to be reliable, but no representations, guarantees or warranties of any kind are made as to its accuracy, suitability for particular applications or the results to be obtained therefrom. Before using, the user will determine suitability of the information for user's intended use and shall assume all risk and liability in connection therewith.



City of Ketchum

October 17, 2022

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Right-of-Way Encroachment Agreement 22788 for the placement of sidewalk pavers with snowmelt in the public right-of-way adjacent to 131 N Washington Ave.

Recommendation and Summary

Staff recommends the Ketchum City Council approve the attached Right-of-Way Encroachment Agreement 22788 and adopt the following motion:

"I move to authorize the Mayor to sign Right-of-Way Encroachment Agreement 22788 between the City and Bohica Idaho, LLC."

The reasons for the recommendation are as follows:

- The proposed mixed-use project is within the Ketchum Community Core, where snowmelt sidewalks assist in public safety and snow management operations in the winter.
- The improvements will not impact the use or operation of N Washington Ave.
- The improvements will not impact drainage or snow removal within the public right-of-way.
- The project complies with all standards for Right-of-Way Encroachment Permit issuance specified in Ketchum Municipal Code §12.12.060.
- The project meets all requirements for energy code and installation as outlined in the agreement and shown in the exhibits.

Introduction and History

The City of Ketchum receive a building permit application on May 18, 2022, for the remodel and expansion of an existing building commonly referenced as the Boho Lounge at 131 N Washington Ave. The proposed project received Design Review approval by the Planning and Zoning Commission on April 26, 2022. The sidewalk along the subject property is currently a paver sidewalk 5-6 feet wide constructed in 2008 when the original building was constructed. The proposed project includes a paver sidewalk 8 feet wide with snowmelt that connects to the new sidewalk constructed for the Mountain Land Design project under construction at the corner of 1st Street and N Washington Ave.

A public right-of-way is defined as improved or unimproved public property dedicated or deeded to the City for the purpose of providing vehicular, pedestrian, and public use. In Ketchum, the public rights-of-way consist of roadways, curbs, gutters, sidewalks, signage, and drainage facilities. The public rights-of-way are also used for public parking, wintertime snow storage, and conveyance of utilities, such as water, sewer, electricity, telephone, and cable.

Analysis

Pursuant to Ketchum Municipal Code §12.12.040.C, a Right-of-Way Encroachment Permit is required for any permanent encroachment of the public right-of-way where a permanent fixture to the ground or a building will occur. The associated Right-of-Way Encroachment Agreement is intended to help protect the City in the event the proposed encroachments were to ever pose an issue requiring repair, relocation, or removal of the encroachment. The standards for issuance of a Right-of-Way Encroachment Permit are specified in Ketchum Municipal Code §12.12.060. The encroachments proposed for the 131 N Washington Ave mixed-use project complies with all standards.

Sustainability

The City Council is conducting ongoing discussions as to the application of snowmelt systems and the goals and policies of the Sustainability Action Plan related to snowmelt in driveways in residential neighborhoods. To date, the City Council has been supportive of snowmelt systems in sidewalks within the Community Core due to the increased benefit to public safety and snow management operations in the winter. The proposed project complies with all insulation, boiler efficiency, and installation requirements as outlined in the agreement.

Financial Impact

There is no financial requirement from the city for this action.

<u>Attachments</u>

ROW Encroachment Agreement 22788 and Exhibits

WHEN RECORDED, PLEASE RETURN TO:

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

RIGHT-OF-WAY ENCROACHMENT AGREEMENT 22788

THIS AGREEMENT, made and entered into this _____day of ____, 2022, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho and Bohica Idaho, LLC ("Owner"), whose mailing PO Box 1129, Ketchum ID 83340 and who owns real property located at 131 N Washington Ave, Ketchum, ID 83340 ("subject property").

RECITALS

WHEREAS, Encroachment Permit Application 08-005 was approved by Ketchum on September 2, 2008, Resolution Number 08-097, for the installation of an entry awning constructed over the sidewalk adjacent to the subject property; and

WHEREAS, Ketchum approved a Design Review application (File No. P22-001) on April 26, 2022 for the remodel and expansion of the building on the subject property which shows the removal of the entry awning previously constructed; and,

WHEREAS, Ketchum received a building permit application (File No. B22-041) to construct the project approved under the Design Review approval, showing the removal of the entry awning and the construction of various new improvements within the right-of-way; and

WHEREAS, Owner wishes to permit placement of sidewalk pavers with associated snowmelt system totalling 810 square feet. These improvements are shown in Exhibit "A" attached hereto and incorporated herein (collectively referred to as the "Improvements"); and,

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

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

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

TERMS AND CONDITIONS

1. Ketchum shall permit Owner to install a paver sidewalk and associated snowmelt system identified in Exhibit "A" within the public right-of-way on N Washington Ave adjacent to the subject property, until notified by Ketchum to remove the infrastructure at which time Owner shall remove infrastructure at Owner's expense.

- 2. Owner shall be responsible for the maintenance of said Improvements and shall repair said improvements within 48 hours upon notice from Ketchum that repairs are needed.
 - 3. Snowmelt systems installed in the public right-of-way shall be installed and operate at all times during the winter according to the following and as shown in Exhibit "B":
 - The system shall meet the requirements of the International Energy Conservation Code (2018 IECC, 403.12.2)
 - The system shall have an electronic main control board to operate the system that is programmable and optimizes the way the system functions.
 - Installation of in-ground control sensors linked to the main control board that
 detect snow and ice on the surface, monitor the the sidewalk or driveway
 temperature, and automatically activates the system to be turned on or off
 based on the snow condition and air temperature.
- 4. Owner shall be responsible for restoring the sidewalk, curb and gutter and landscaping that is altered due to the construction and installation of the vault, to the satisfaction of the Director of Streets and Facilities.
- 5. In consideration of Ketchum allowing Owner to maintain the Improvements in the public right-of-way, Owner agrees to indemnify and hold harmless Ketchum from and against any and all claims of liability for any injury or damage to any person or property arising from the Improvements constructed, installed and maintained in the public right-of-way. Owner shall further indemnify and hold Ketchum harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Owner's part to be performed under this Agreement, or arising from any negligence of Owner or Owner's agents, contractors or employees and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such action or proceeding brought thereon. In the event any action or proceeding is brought against Ketchum by reason of such claim, Owner, upon notice from Ketchum, shall defend Ketchum at Owner's expense by counsel satisfactory to Ketchum. Owner, as a material part of the consideration to Ketchum, hereby assumes all risk of damages to property or injury to persons in, upon or about the Improvements constructed, installed and maintained in the public right-of-way arising from the construction, installation and maintenance of said Improvements and Owner hereby waives all claims in respect thereof against Ketchum.
- 6. Ketchum shall not be liable for injury to Owner's business or loss of income therefrom or for damage which may be sustained by the person, goods, wares, merchandise or property of Owner, its tenants, employees, invitees, customers, agents or contractors or any other person in or about the Subject Property caused by or resulting from the Improvements constructed, installed, removed or maintained in the public right-of-way.
- 7. Owner understands and agrees that by maintaining the Improvements in the public right-of-way pursuant to this Agreement, Owner obtains no claim or interest in said public right-of-way which is adverse to that of Ketchum and that Owner obtains no exclusive right to said public right-of-way nor any other right to use the public right-of-way not specifically described herein.
- 8. In the event either party hereto retains an attorney to enforce any of the rights, duties and obligations arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney's fees at the trial and appellate levels and, whether or not litigation is actually instituted.

- 9. This Agreement shall be governed by, construed, and enforced in accordance with the laws and decisions of the State of Idaho. Venue shall be in the District Court of the fifth Judicial District of the State of Idaho.
- 10. This Agreement sets forth the entire understanding of the parties hereto and shall not be changed or terminated orally. It is understood and agreed by the parties hereto that there are no verbal promises or implied promises, agreements, stipulations or other representations of any kind or character pertaining to the Improvements maintained in the public right-of-way other than as set forth in this Agreement.
- 11. No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of this document.
- 12. This Agreement shall be recorded with the Blaine County Recorder by Ketchum. Upon recording of this Agreement, Encroachment Permit 08-005, Resolution Number 08-097, shall become null and void.
- 13. The parties fully understand all of the provisions of this Agreement, and believe them to be fair, just, adequate, and reasonable, and accordingly accept the provisions of this Agreement freely and voluntarily.

OWNER:	CITY OF KETCHUM:
By:	By: Neil Bradshaw Its: Mayor
STATE OF,) ss. County of)	
and for said State, personally appeared	, 2022, before me, the undersigned Notary Public ir , known to me to be the persor and acknowledged to me that he executed the same.
IN WITNESS WHEREOF, I have day and year first above written.	e hereunto set my hand and affixed my official seal the
	Notary Public for Residing at Commission expires
STATE OF IDAHO)) ss. County of Blaine)	
and for said State, personally appeared Mayor of the CITY OF KETCHUM, II	_, 2022, before me, the undersigned Notary Public ir NEIL BRADSHAW, known or identified to me to be the DAHO, and the person who executed the foregoing orporation and acknowledged to me that said municipal
IN WITNESS WHEREOF, I have certificate first above written.	hereunto set my hand and seal the day and year in this
	Notary Public for Residing at Commission expires

EXHIBIT "A"

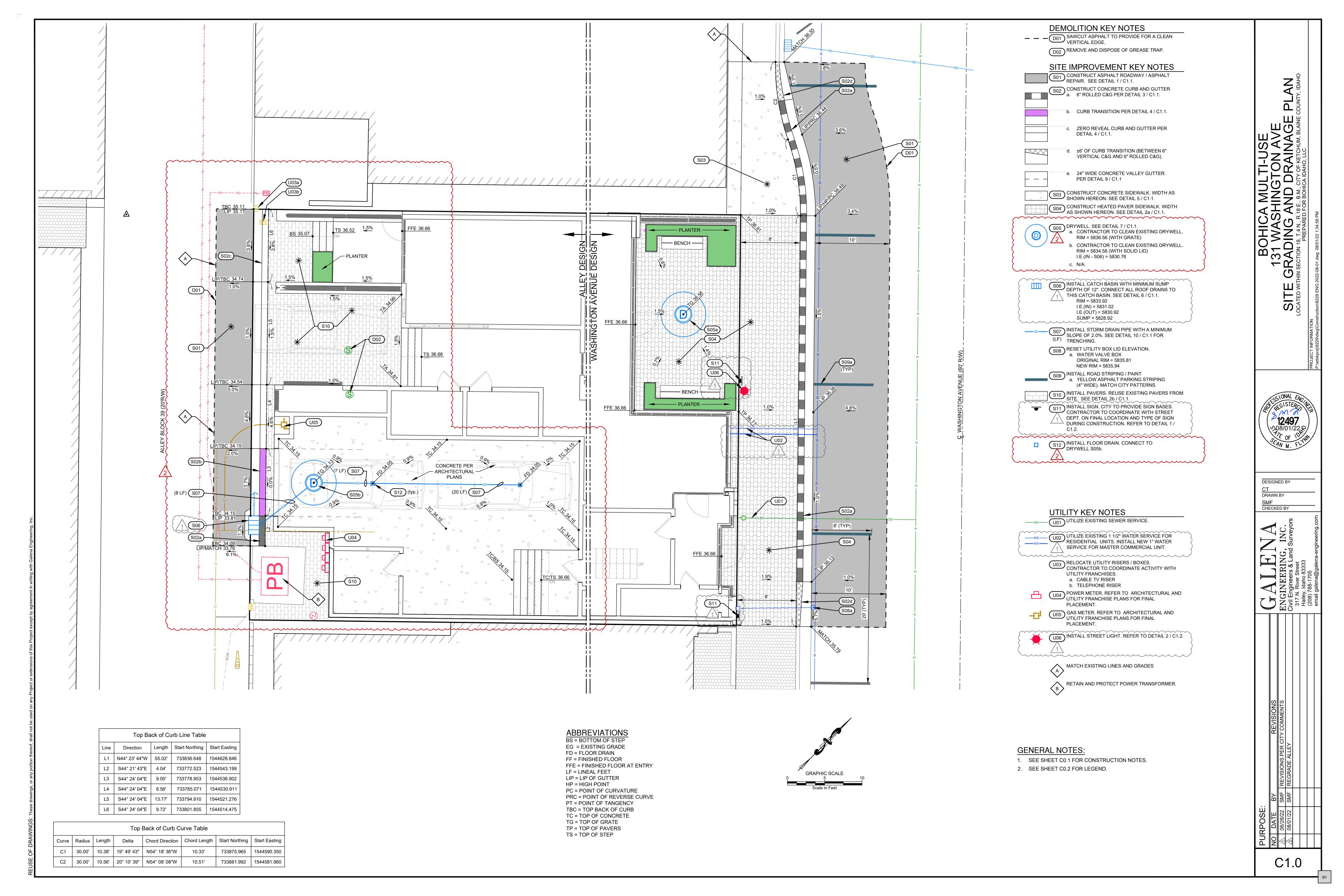


EXHIBIT "B"

Snow Melt System:

Sidewalkwill have snow melt per cities requirements.

A snow melt controller is installed along with outside air temperature sensors and snow/ice sensors. The system meets the requirements of the International Energy Conservation Code (2018 IECC, 403.12.2)

See Sequence of Operation below:

GENERAL:

The Snowmelt System shall consist of snow / ice melt sensors, slab sensors, lead/lag heating water pumps, two control valve at each snow melt manifold, natural gas boiler and snow melt radiant in-slab pipe.

OPERATION:

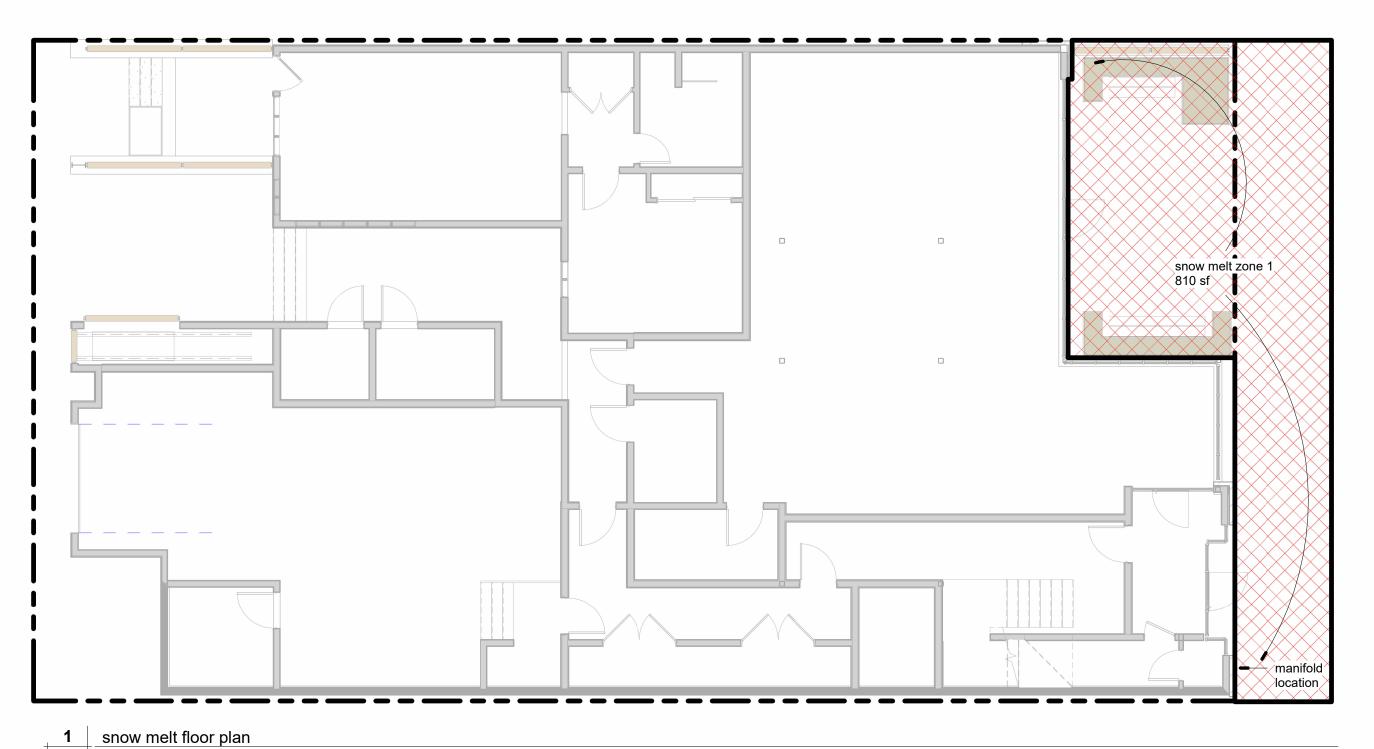
The Snowmelt System shall be enabled to idle mode whenever the outside air temperature is 40°f (adjustable) or lower and no moisture is detected. In idle mode, the heating water pump and boiler system shall be enabled. The Snowmelt System shall maintain a slab temperature of 40°f (adjustable) in idle mode. The boiler system shall maintain supply temperature of 90°f (adjustable) in idle mode.

When the outside air temperature is above 40°f (adjustable) the Snowmelt System shall stop the heating pumps and boiler

When the Snowmelt System detects moisture, and the outside air temperature is below 40°f (adjustable) the Snowmelt System shall start in melting mode. In melting mode, the heating water pump and boiler system shall be enabled. The Snowmelt System shall maintain a slab temperature of 38°f (adjustable) until the moisture sensor does not detect moisture. The boiler system shall maintain a supply temperature of 130°f (adjustable) in melting mode. The Snowmelt System shall return to idle mode when the moisture sensor is not sensing moisture.

If lead heater water pump fails, the lag heater water pump shall start. An alarm shall be sent to the operator's workstation on failure of pump to start.

- A snow melt controller is installed along with outside air temperature sensors and snow/ice sensors for each zone. Installation of in-ground control sensors linked to the main control board that detect snow and ice on the surface, monitor the sidewalk or driveway temperature, and automatically activates the system to be turned on or off based on the snow condition and air temperature.
- A snow melt controller is installed along with outside air temperature sensors and snow/ice sensors for each zone.



A-007 1/8" = 1'-0" omushroom button at snow melt mutual materials "summit gas meter. (label snow melt blend" roman cobblestone boiler shut-down) 6"x7" +/- concrete paver sidewalk or approved equal jointing sand between outside air temperature sensor snowmelt tubing 2" of clean sand R-10 rigid insulation - boiler pump 4" of 3/4" minus aggregate leveling course 6" of 2" minus aggregate base course compacted subgrade slab shield foil-faced _ _ _ _ _ _ _ _ _ _ _ insulation (R-5 min) below sand, perforate at 12" o.c. each way 3 snow melt boiler control schematic 4 paver detail

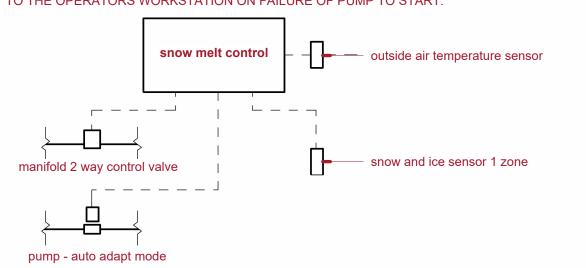
THE SNOWMELT SYSTEM SHALL CONSIST OF SNOW / ICE MELT SENSORS, SLAB SENSORS, LEAD/LAG HEATING WATER PUMPS, TWO CONTROL VALVE AT EACH SNOW MELT MANIFOLD, NATURAL GAS BOILER AND SNOW MELT RADIANT IN-SLAB PIPE.

THE SNOW MELT SYSTEM SHALL BE ENABLED TO IDLE MODE WHENEVER THE OUTSIDE AIR TEMPERATURE IS 40°F (ADJUSTABLE) OR LOWER AND NO MOISTURE IS DETECTED. IN IDLE MODE THE HEATING WATER PUMP AND BOILER SYSTEM SHALL BE ENABLED. THE SNOW MELT SYSTEM SHALL MAINTAIN A SLAB TEMPERATURE OF 40°F (ADJUSTABLE) IN IDLE MODE. THE BOILER SYSTEM SHALL MAINTAIN SUPPLY TEMPERATURE OF 90°F (ADJUSTABLE) IN IDLE MODE.

WHEN THE OUTSIDE AIR TEMPERATURE IS ABOVE 40°F (ADJUSTABLE) THE SNOW MELT SYSTEM SHALL STOP THE HEATING PUMPS AND BOILER SYSTEM.

WHEN THE SNOW MELT SYSTEM DETECTS MOISTURE AND THE OUTSIDE AIR TEMPERATURE IS BELOW 40° F (ADJUSTABLE) THE SNOW MELT SYSTEM SHALL START IN MELTING MODE. IN MELTING MODE THE HEATING WATER PUMP AND BOILER SYSTEM SHALL BE ENABLED. THE SNOW MELT SYSTEM SHALL MAINTAIN A SLAB TEMPERATURE OF 38°F (ADJUSTABLE) UNTIL THE MOISTURE SENSOR DOES NOT DETECT MOISTURE. THE BOILER SYSTEM SHALL MAINTAIN A SUPPLY TEMPERATURE OF 130°F (ADJUSTABLE) IN MELTING MODE. THE SNOW MELT SYSTEM SHALL RETURN TO IDLE MODE WHEN THE MOISTURE SENSOR IS NOT SENSING MOISTURE.

IF LEAD HEATER WATER PUMP FAILS THE LAG HEATER WATER PUMP SHALL START. AN ALARM SHALL BE SENT TO THE OPERATORS WORKSTATION ON FAILURE OF PUMP TO START.



2 snow melt control schematic A-007 1" = 1'-0"

Snow Melt System Piping Subcontractor to supply system piping schematic defining the following: Snowmelt manifolds

In-line pump detailing Expansion Tank details Glycol package details Boiler piping details

Bohica Building

190 Cranbrook R PO BOX 3204 Hailey Idaho 83333-3204 p 208.589.0771

131 N Washington Ave Ketchum, ID 83340 PROJECT NO REVISION

MECHANICAL SPECIALTY EQUIPMENT SCHEDULE SYSTEM SERVED **DESCRIPTION EQUIPMENT DESCRIPTION** INLINE AIR SEDIMENT SEPARATOR HYDRONIC SYSTEM DESIGN FLOW IS 75 GPM WITH A DESIGN PD OF 1.0 FT-H 2O. EXPANSION TANK (HORIZONTAL DIAPHRAGM TYPE) HYDRONIC SYSTEM 21.7 GAL. CAPACITY, 11.3 ACCEPTANCE GAL., BLADDER TYPE EXPANSION TANK. (PRE-CHARGED TO 12 PSI) SINGLE PUMP GLYCOL FEEDER HYDRONIC SYSTEM PROVIDE WITH LOW LEVEL CUT-OFF AND ALARM ARRANGEMENT INCLUDING A 110V SIGNAL FOR REMOTE ALARM, ISOLATION VALVES, STRAINER, PRESSURE TANK WITH PRESSURE CONTROL, PRESSURE REDUCING VALVE AND GAUGE, 55 GAL. TRANSLUCENT POLYETHYLENE SOLUTION CONTAINER WITH LID TO ACCOMMODATE RELIEF VALVE PIPING, (110V, 60 HZ MOTOR AND CONTROLS WITH PLUG AND CORD). PRESET SYSTEM TO 12 PSI. SOLUTION SHALL BE 40% DOWFROST PROPYLENE GLYCOL WITH INHIBITOR AND 60% WATER.

MANUFACTURER AND MODEL

B & G MODEL 3", ALTERNATE APPROVED MANUFACTURERS: TACO, ARMSTRONG, AND PACO

BELL AND GOSSETT HORIZONTAL D-40, ALTERNATE APPROVED MANUFACTURERS: TACO, ARMSTRONG, AND PACO

AXIOM MODEL SF100, ALTERNATE APPROVED MANUFACTURERS: WESSELS

JL WINGERT, ALTERNATE APPROVED MANUFACTURERS: SUBMIT FOR APPROVAL

CONDENSING HOT WATER		EUE	ENAT (0E)	L MATT (OF)) MAY D.D. (ET 1100)		INDUTABLE	OUTPUT MOU	L MANUEACTURER AND MORE	DEMARKO
AREA SERVED	THERMAL EFFICIENCY	FUEL	EWT (°F)	LWT (°F)	BOILER FLOW (GPM) MAX P.D. (FT H2O)	CAPACITY	INPUT MBH	OUTPUT MBF	H MANUFACTURER AND MODEL	REMARKS
SNOW MELT SYSTEM	95%	NAT. GAS	110	130	69.0	5.3		705	613	LOCKINVAR MODEL FTXL-725	1,2,3

5 GALLON POT FEEDER MOUNTED ON WALL 36" A.F.F.

REMARKS: 1. APPROVED ALTERNATE MANUFACTURERS: SUBMIT FOR APPROVAL.

2. PROVIDE BOILER VENTING KIT, NEUTRALIZING KIT, COMBUSTION AIR INTAKE KIT, SEISMIC VIBRATION ISOLATORS, LOW WATER CUT-OFF, FLOW SWITCH, MODULATING GAS BURNER, CONDENSATE TRAP, 316L STAINLESS STEEL COMBUSTION CHAMBER, EXHAUST PIPE, CSD-1 AND OSA RESET. 3. BOILER SHALL BE PROVIDED W/FACTORY START-UP, START-UP IS NOT COMPLETE UNTIL ALL BURNERS AND BLOWER ARE CALIBRATED FOR PEAK PERFORMANCE AND OTHER INTERNAL PARTS SHALL BE THOROUGHLY CLEANED OF CONSTRUCTION DEBRIS.

SOILER PUMP SCHEDULE												
REA SERVED	TYPE	CAPACITY			MOTOR	₹		SUCTION DIFFUSER	TRIPLE DUTY VALVE	OPERATING WEIGHT (LBS)	MANUFACTURER AND MODEL	REMARKS
		FLOW (GPM)	HEAD (FT)	MIN EFF	AMPS	RPM	V/Ø					
NOW MELT SYSTEM	INLINE	69.0	30		2.5		115/1	N/A	N/A	50	GRUNDFOS MAGNA3 40-80	1,2

POT FEEDER

1. APPROVED ALTERNATE MANUFACTURERS: ARMSTRONG, B & G, TACO, WILO, PACO, PEERLESS, PATTERSON. 2. CONTROL PUMP THROUGH CONDENSING BOILER.

PUMP SCHEDULE												
AREA SERVED	TYPE	CAPACITY			MOTO	R		SUCTION DIFFUSER	TRIPLE DUTY VALVE	OPERATING WEIGHT (LBS)	MANUFACTURER AND MODEL	REMARKS
		FLOW (GPM)	HEAD (FT)	MIN EFF	HP	RPM	V/Ø					
SNOW MELT SECONDARY LOOP	INLINE	50	35		3/4		208/1	N/A	N/A	30	BELL AND GOSSET ECOCIRC XL MODEL 65-130	1,2,3,4,5

REMARKS:

1. APPROVED ALTERNATE MANUFACTURERS: ARMSTRONG, GRUNDFOS, TACO, WILO, PACO, PEERLESS, PATTERSON. 2. PROVIDE UNIT WITH PREMIUM EFFICIENCY MOTOR WITH INTEGRAL VFD.

3. PUMP SEALS SHALL BE COMPATIBLE WITH PROPYLENE GLYCOL.

4. NOTE CONTROL BASED PRESSURE. DIFFERENTIAL (VARIABLE FLOW). PUMPS TO OPERATE IN PARALLEL. BOTH PUMPS SHALL START ON CALL FOR HEATING.

HYDRONIC SYSTEM

5. SUPPORT PUMP FROM STRUCTURE.

SNOW MELT MANIFO ZONE #		INSULATION Rv (°F x ft2 x hr/Btu)	HEAT LOAD (Btu/hr/ft2)	# OF LOOPS	TUBE TYPE & SIZE	TUBE SPACING (in)	SUPPLY WATER (°F)	DESIGN TEMP. DROP (°F)	SURFACE TEMP. (°F)	FLOW RATE (GPM)	HEAD LOSS (PSI)	REMARKS
SNOWMELT ZONE 1	810	10.0	130	7	hePEX 3/4"	9" O.C.	130	25	35	12.1	4.1	1,2,3,4,5

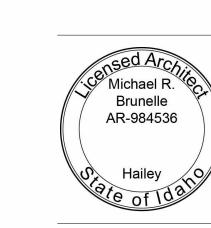
1. SNOW MELT CIRCUITS TO BE EQUAL LENGTHS OFF EACH MANIFOLD WITH A 300 FT MAXIMUM TUBE LENGTH. PROVIDE A BALL VALVE FOR EACH OF THE LOOPS. RADIANT FLOOR MANIFOLD WITH ISOLATION VALVES AND VISUAL FLOW GAUGES. ALTERNATES SHALL BE EQUAL IN QUALITY

AND PERFORMANCE.. 2. PANEL TUBING TO BE WITHIN 4" OF PERIMETER.

3. PROVIDE A 35% PROPYLENE GLYCOL 65% WATER SOLUTION.

4. TUBING TO BE RATED FOR 180°F AT 100 PSI SERVICE. 5. TUBING FOR SNOW MELT SYSTEM MUST BE LAID OUT IN A COUNTER FLOW PATTERN.





snow melt

SCALE:

DRAWN BY:



City of Ketchum

October 17, 2022

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to approve Change Order with Idaho Materials and Construction for Waterline Replacement on Sun Valley Road

Recommendation and Summary

Staff is recommending a change order with IMC to replace the city waterline from Spruce Street to the Idaho Power sub-station as part of the Sun Valley Road rehabilitation project.

"I move to approve Change Order #7 with Idaho Materials and Construction for Waterline Replacement on Sun Valley Road."

The reasons for the recommendation are as follows:

- The waterline is at the end of its useful life and currently runs under the Idaho Power substation which is not ideal.
- Replacing and realigning the waterline now is preferred versus replacement later and disturbing the new portion of Sun Valley Road.
- The city engaged an independent engineering firm to evaluate IMC's proposed compensation for the scope of work and they determined it to be in line with industry standards.

Sustainability Impact

No direct impact

<u>Financial Requirement/Impact</u>

Adequate funds (\$271,520) exist in the Water Fund Account to address this project.

<u>Attachments</u>

Change Order #7 Summary Detailed Cost Breakdown



CONTRACT CHANGE ORDER

PROJECT N	NAME				CONTRACT NO.						
	n Valley Road & Pathway Improvement F	Project			Year 5						
CONTRACT	FOR NAME AND ADDRESS				CONTRACT CHANG	SE ORDER NUMBER					
	terials & Construction				7						
	lison Ave. West ls, ID 83301										
	RACT IS HEREBY MODIFIED AS FOLLOWS: PTION AND LOCATION OF WORK OR ITEMS COVER	RED BY THIS ORDE	R:								
Madifi th	as contract to add the installation of 10" u	votorlino obon	ماده مداه	tina 10" u	ratar maain rama	ava aviating fract					
	ne contract to add the installation of 12" warent, repair existing irrigation and landsca										
	conditions, and retain and protect existing										
shown o	n plan sheets C0.1, C1.0, C2.0 (attached	l) on Sun Valle	y Road f	for the Cit	y of Ketchum.						
	TIONS AND PROVISIONS – THIS WORK TO BE DON				RMED, MEASURED, A	AND PAID FOR IN					
	NCE WITH THE TERMS FOR THE ABOVE CONTRACT										
	shall conform to ISPWC and Contract Do										
	t Procedures Conformed. Per IMC price patching, flowable fill, traffic control, tree/										
	ed through existing bid items or Extra Wo	·		. •		osts will be					
	3					ata aggariated with					
This contract change order (CCO) is complete and full compensation for all direct and indirect costs associated with											
the chan	ged and/or added work. This CCO shall	the changed and/or added work. This CCO shall not impact contract time.									
the chan	ged and/or added work. This CCO shall	not impact con	itract tim	ic.							
the chan	ged and/or added work. This CCO shall	not impact cor	itract tim	ic.							
the chan	ged and/or added work. This CCO shall	not impact cor	itract tim								
the chan	ged and/or added work. This CCO shall	ESTIMATED QUA		UNIT	UNIT PRICE	AMOUNT					
PAY ITEM	ITEM DESCRIPTION					AMOUNT \$ 271,520.00					
		ESTIMATED QUA		UNIT	UNIT PRICE 271,520.00						
PAY ITEM	ITEM DESCRIPTION Installation of Waterline – City of	ESTIMATED QUA		UNIT							
PAY ITEM	ITEM DESCRIPTION Installation of Waterline – City of	ESTIMATED QUA		UNIT							
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PAY ITEM 601	ITEM DESCRIPTION Installation of Waterline – City of Ketchum	ESTIMATED QUA		UNIT							
PAY ITEM 601	ITEM DESCRIPTION Installation of Waterline – City of	ESTIMATED QUA		UNIT	271,520.00						
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September 20th, 2022

Steven Peters Jacobs Engineering 322 E Front St. Boise, ID 83702

PROJECT: 2022 Sun Valley Road Rehabilitation

IMC Project # 440545

SUBJECT: Change order pricing – 12" Water Line Installation

Please see pricing below for the installation of the 12" water line as requested.

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	
12" Water Main	1060	LF	\$192.00	\$203,520.00
12" Gate Valves	2	EA	\$8,250.00	\$16,500.00
Misc. Fittings	1	LS	\$11,500.00	\$11,500.00
Connect to Existing	2	EA	\$5,000.00	\$10,000.00
Pothole Utilities	1	LS	\$13,500.00	\$13,500.00
Replace Frost Free Hydrant	1	EA	\$11,500.00	\$11,500.00
2" Service Tap	1	EA	\$5,000.00	\$5,000.00
			TOTAL	\$271,520.00

This pricing does not include construction survey, asphalt patching, flowable fill, traffic control, tree/fence removal, landscaping, etc. Only the items specifically listed above are included. This estimate is for installation in spring/early summer of 2023 but includes current material, labor, and equipment cost as of the date listed above. Pricing of this change order will have to be updated prior to commencement of work if necessary to reflect current prices.

If you have any questions or would like to discuss this matter, please call.

Sincerely,

Justin Ramm Project Manager



City of Ketchum

October 17, 2022

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Purchase Order 23025 with Bigwood Landscape to Update Little Park

Recommendation and Summary

A concept master plan for Little Park has been completed in concert with in-person and on-line public feedback sessions. Staff is recommending the City Council approve Purchase Order 23025 with Bigwood Landscape to complete the attached scope of work.

"I move approval of Purchase Order 23025 with Bigwood Landscape to update Little Park."

The reasons for the recommendations are as follows:

- Bids were solicited from three local landscaping companies
- Little Park is a key greenspace amenity in the downtown core area without an ADA accessible path or play equipment
- The master plan would add additional needed amenities (water fountain, shade structures, picnic tables)
- Recommissioning irrigation and vegetation would reduce water use
- The design seeks to better integrate the park with the Bonning Cabin and Ore Wagon Museum as one overall experience

Sustainability Impact

Recommissioning irrigation and vegetation would reduce water use

Financial Impact

The FY22 CIP budget allocated \$54,000 towards this project. Adequate savings exist from FY22 CIP projects to fund the \$21,224 overage. The only item in the master plan that is not included in this purchase order is the ADA play equipment which would be procured directly from the vendor. Staff is dialoguing with community members who expressed interest in donations towards the play equipment.

Attachments

Purchase Order 23025 Bid from Bigwood Landscape



CITY OF KETCHUM

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

PURCHASE ORDER

BUDGETED ITEM? ____ Yes ____ No

PURCHASE ORDER - NUMBER: 23025

To:

1338

BIG WOOD LANDSCAPE, INC.

P.O. BOX 310

KETCHUM ID 83340

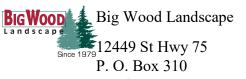
Ship to:

CITY OF KETCHUM PO BOX 2315

KETCHUM ID 83340

P. O. Date	Created By	Requested By	Department	Req Number	Terms
10/14/2022	Shellie	Shellie	Facilities Maintenance	0	

Quantity	Description		Unit Price	Total
1.00	REMODEL LITTLE PARK	03-4193-7100	71,642.00	71,642.00
1.00	REMODEL LITTLE PARK CONTINGENCY	03-4193-7100	3,582.10	3,582.10
		SHIPPING	& HANDLING	0.00
		TOTAL	PO AMOUNT	75,224.10



P. O. Box 310 Ketchum, ID 83340 www.bigwoodlandscape.com

Estimate

Date	Estimate #				
8/18/2022	905				

Name / Address	
City of Ketchum	
O Box 2315	
Ketchum, ID 83340	

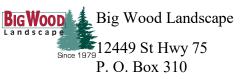
Project

Description	Qty	Rate	Total
REMODEL OF LITTLE PARK			
DEMOLITION AND EXCAVATION OF EXISTING BENCHES, HARDSCAPE, AND LANDSCAPING			
Excavation Labor-Remove existing benches, picnic tables, swing set, sign, asphalt in lawn areas, and scrub off grass/rock (does not include pine sculpture, honeysuckle hedge, or fence)	48	50.00	2,400.00
Skid Steer or Wheel Loader (Per Hour)	16	70.00	1,120.00
Dump Fee	1	150.00	150.00
Subtotal For Bid Group			3,670.00
REGRADE BERM & ALL AREAS TO BE LANDSCAPED AND AMEND TOP SOIL IN AREAS TO BE PLANTED/SODDED			
Structural Base or Grading Labor	72	50.00	3,600.00
Skid Steer or Wheel Loader (Per Hour)	3	70.00	210.00
Dump Fee	1	150.00	150.00
Top Soil CY (4" deep)	90	35.00	3,150.00
Subtotal For Bid Group			7,110.00
NEW IRRIGATION SYSTEM (7 ZONES TOTAL, 4 SPRAY, 3 DRIP)			
Irrigation Parts-New Clock, Valves, Boxes, Pipes, Heads, Drip Lines (Per Zone)	7	1,250.00	8,750.00
Irrigation Installation/Labor	168	55.00	9,240.00
Subtotal For Bid Group			17,990.00
PLANTINGS			
Armstrong Maple 3" B&B	1	650.00	650.00
Ginnala Maple Clump 8-10'	1	550.00	550.00
Flowering Pear 2" B&B	1	475.00	475.00

Subtotal

Sales Tax (0.0%)

Total



Ketchum, ID 83340 www.bigwoodlandscape.com

Estimate

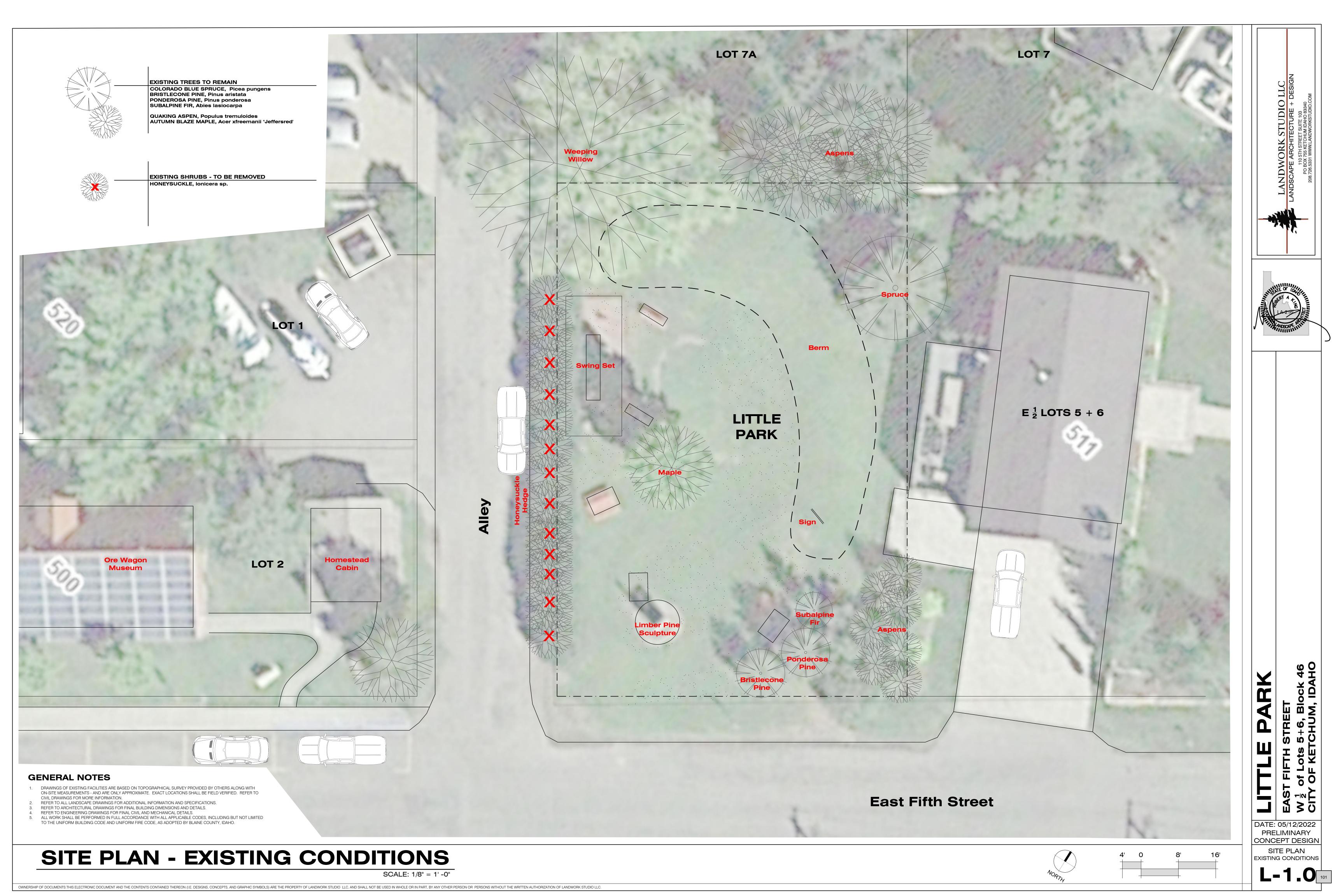
Date	Estimate #
8/18/2022	905

Name / Address	
City of Ketchum PO Box 2315 Ketchum, ID 83340	

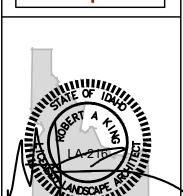
Project

Description	Qty	Rate	Total
Shrub (5 Gal)	16	45.00	720.00
Perennials (Budget amount)	1	1,250.00	1,250.00
Tree/Shrub/Flower Planting Labor	72	50.00	3,600.00
Subtotal For Bid Group			7,245.00
SOD/SEED			
Roll of Sod	300	6.69	2,007.00
Sod Installation Labor	18	50.00	900.00
Hydroseed Installation Labor & Materials (2 Tanks)	10	950.00	950.00
Subtotal For Bid Group	1	730.00	3,857.00
			3,037.00
HARDSCAPE			
Oakley Stone (Per Ton)	24	920.00	22,080.00
Road Mix CY	18	35.00	630.00
Sand CY	6	35.00	210.00
Decomposed Granite	10	45.00	450.00
Structural Base or Grading Labor	72	50.00	3,600.00
Boulder or Rock/Block Wall Installation Labor	96	50.00	4,800.00
Subtotal For Bid Group			31,770.00
		Subtotal	\$71,642.00
		Sales Tax (0.0%	\$0.00
		Total	\$71,642.00

100







DATE: 05/12/2022 PRELIMINARY CONCEPT DESIGN SITE PLAN EXISTING CONDITIONS











October 17, 2022

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Dozer Rental Agreement Purchase Order #23019

Recommendation and Summary

Staff is recommending the council approve the Dozer rental agreement purchase order and adopt the following motion:

"I move to authorize the Mayor to approve the contract with WSECO for equipment rental and approve the rental of a second Dozer, if needed."

The reasons for the recommendation are as follows:

- A bulldozer is a vital piece of equipment to our snow hauling operations.
- Western States service personnel have come out to work on the equipment whenever needed, including on Christmas or New Year's Day.

Introduction and History

The Streets Division uses a bulldozer to move snow at the snow storage site south of Serenade Lane. The team has experience using several different types of equipment over the years to push snow at our snow storage site, but the bulldozer has been found to be the most efficient. As may be expected, the City has experienced breakdowns with the rental equipment in the past and Western States has provided phenomenal service on holidays, weekends and after hours.

Analysis

The City typically rents the bulldozer from mid-November through February, unless it is still snowing. The City may keep the equipment longer if it appears to be a long snow year. On bigger snow years we have needed to rent two dozers to keep up with all the snow. The City has been renting a D6LGP from Western States (WSECO) in recent years and have paid approximately \$5,900 per month.

Financial Impact

The transport cost is near \$1,000 each way so our total seasonal cost is about \$26,000 for one bulldozer and an additional \$12,000 for the second, if needed. This rental is funded from the Professional Services account (\$185,000) in the Streets Division.

Attachments

Rental Agreement from WSECO (4 pages)
Purchase Order #23019

Brian Christiansen
Director of Streets and Facilities



Twin Falls 3085 E Kimberly Rd Twin Falls, ID 83301 208.735.2300

CUSTOMER 4855600

City Of Ketchum PO Box 2315 Ketchum. ID 83340-2315 JOBSITE CONTACT: Brian 208-726-7831

Ketchum, Idaho Projects

RENTAL AGREEMENT

NO.: RQ000028136

RENTAL START DATE: 11/28/2022 08:00am

CUSTOMER PO: 2022-2023 Season ORDERED BY: Ron Domke / Brian Christe

PHONE: (208) 720-4321 WRITTEN BY: Linda L Monette SALES REP: Robert J Reyes

Rental Items		Day	Weekly	4 Week
Hours Allowed		4	20	88
E0090627 2022 CAT D6 Track Type Tractor S/N: KD501056 SMU: 386.00 hrs Insurance Value: \$585,000.00 Equipped: LGP, VPAT	2022	\$1,280.00	\$1,966.00	\$5,900.00

 Miscellaneous Items
 Amount

 Heavy Haul Delivery
 \$950.00

 Heavy Haul Pickup
 \$950.00

 Enviro Fee
 \$88.50 Every month / every invoice

Rental Terms

- Prices above do not include any applicable state, county, city, or local sales taxes. Where applicable, WSE will charge sales tax on your invoice unless you have a valid sales tax exemption certificate on file. Valid sales tax exempt certificates can be emailed to SalesTax@wseco.com to ensure a copy is on file prior to invoicing.
- Rental payments are due within 10 days of rental invoice and can't be placed on a WSECO account without prior approval. 30 Day L.
 Monette
- · Any excess hours above the Normal Use stated above will be subject to an overtime charge.
- · This agreement will auto renew every month until terminated.
- Customer agrees to perform daily maintenance on the machine(s). WSECO will perform operator manual suggested preventative maintenance as needed.
- Any damage done to the machine(s) while on rent is the responsibility of the Customer. In the event that the damage results in WSECO being unable to rent the machine(s), the Customer will continue to pay the rental rate listed above until the machine(s) is repaired and deemed to be rent-ready by WSECO.
 All Terms and Conditions continued on the following pages apply

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RENTAL AGREEMENT:

- 1. RENTAL OF EQUIPMENT AND PAYMENT: This is a Rental of the equipment, vehicles, accessories and attachments described on the invoice (referred to generally as "equipment" or "goods") by Western States Equipment Company, an Idaho business corporation or its affiliates ("WSECO") to Customer under the terms and conditions specified herein. It is NOT a sale of the equipment to the Customer. Customer hereby agrees to pay the rental rate stated on page 1 of this agreement and as further provided in paragraph 6, plus all expenses associated with the operation of the equipment such as fuel, freight, tire and belt wear, commercial general liability and physical damage insurance, sales or use taxes for "Normal Use" (defined below) of the equipment during the Rental period provided in paragraph 4. Customer also agrees to pay an overtime charge as determined by WSECO for use of the equipment in excess of Normal Use. Normal use means: a day = 4 hours, a week = 20 hours, 4 weeks = 88 hours.
- 2. OWNERSHIP AND LEGAL STATUS OF EQUIPMENT: The equipment will be deemed to be personal property, regardless of the manner in which it may be attached to any other property. WSECO shall be deemed to have retained title to the equipment at all times. Customer shall immediately advise WSECO regarding any notice of any claim, levy, lien, or legal process filed or issued against the equipment. Customer authorizes WSECO to file financing statement(s) evidencing WSECO's rights, interests and priority in and to the equipment as that of a rental of equipment and not a sale.
- 3. COMPLETE NEGOTIATED RENTAL: Acceptance of this Rental agreement is limited to the express terms stated herein. Any proposal in Customer's acceptance for additional or different terms or any attempt by Customer to vary in any degree any of the terms is objected to and hereby rejected, but such proposals shall not operate as a rejection of this offer, unless such variances are in the terms of the description, quantity, price, delivery schedule, or payment schedule of the goods, but shall be deemed a material alteration of this Rental agreement and this Rental agreement shall be deemed accepted by WSECO without said additional or different terms. Once accepted, this Rental agreement shall constitute the entire agreement between WSECO and Customer. WSECO is not bound by any representation or agreements, express, or implied, oral or otherwise, which are not stated within this Rental agreement or contained in a separate writing supplementing this Rental agreement and signed by authorized agents of both WSECO and Customer. This Rental agreement will supersede all previous communications, agreements, and contracts with respect to the subject matter hereof and no understanding, agreement, term, condition, or trade custom at variance with this Rental will be binding on WSECO. No waiver or modification of the terms and conditions hereof will be effective unless in writing and signed by both Customer and WSECO.
- 4. RENTAL PERIOD: The Rental period will commence upon the earlier of: 1) the delivery date designated on page 1 of this agreement, or 2) upon delivery of the equipment to the site designated at the "ship to" location on the invoice. The Rental will terminate upon the later of: 1) the return date specified on page 1 of this agreement, or 2) upon the return of the equipment to the WSECO yard from which it was delivered. If the equipment is not returned on the return date, this Rental is automatically deemed to extend on a month-to-month basis. No allowance is made for Saturdays, Sundays, holidays, time in transit, downtime or any period the equipment is not in actual use.
- 5. GUARANTEED MINIMUM: If initialed at the end of this paragraph, Customer has received a lower, negotiated rate in exchange for its commitment to rent the equipment for a guaranteed minimum period. If Customer decides to return the equipment prior to the end of the guaranteed minimum term, Customer waives the discounted rate and agrees to pay WESCO's then current regular rental rates for the entire term of this Rental. Customer Acknowledgement/Initial Here:______
- 6. RENTAL PAYMENT TERMS: Rental payments are due monthly and are past due if not paid within ten (10) days of the date of the invoice. A late charge of 1-1/2% per month is assessed against the delinquent unpaid balance of all Customers (except Montana) and a late charge of 1-1/4% per month is assessed against the delinquent unpaid balance of Montana Customers. Rental payments may not be placed on open account unless WSECO has preapproved credit. In the event WSECO, in its sole and absolute discretion, deems Customer's financial condition to be unsatisfactory, WSECO has the right to (a) limit the amount of credit extended to Customer for the Rental or purchase of the equipment; (b) delay manufacture or shipment to Customer of the equipment; (c) require full or partial payment in advance; (d) ship or deliver equipment C.O.D. or require payments to be secured by letters of credit; (e) require written guarantee(s) of payment satisfactory to WSECO; or (f) cancel, refuse to accept or terminate any rental, lease or other order from Customer then outstanding or thereafter placed.

7. TIRE WEAR, BELT WEAR: If the equipment has tires or belts, (Customer acknowledges that	in addition to the Rei	ntal rate, Customer will a	Iso pay a charge at the
end of the Rental period for all wear or damage to rubber tires or	belts. Tires and belts are in	the conditions listed	below on the date out.	Tire or belt wear to be
charged at \$ per 1/32" wear per tire or belt. Left front		/32", left drive	/32", right drive_	
/32", right rear/32".				

8. "VOID #8 L. Monette" NO WARRANTY: The equipment is rented "AS IS." WSECO makes no warranties, express or implied, as to the equipment rented. Customer assumes the responsibility for the condition of the equipment. WSECO DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. EQUIPMENT

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OPERATION: Customer understands that the operation of the equipment requires skill and experience and that failure to operate it safely may result in serious personal injury or death and/or property damage. Customer is responsible for ensuring that all persons in and around the equipment follow the manufacturer's operation, maintenance and safety instructions, and acknowledge that those instructions have been provided to Customer. Customer's operation and use of the equipment must comply with all laws, ordinances, and regulations relating to the possession, use, or maintenance of the equipment, including registration and/or licensing requirements, if any.

10. TIME OF DELIVERY and SHIPPING: Orders to rent equipment are processed in the order of their receipt. WSECO will use reasonable efforts to deliver the equipment to Customer on the scheduled date. However, shipping and delivery dates are estimates and dependent upon factors outside of WSECO's control, including but not limited to, the manufacturer's production schedule, equipment shortages, shipping delays, the equipment may not arrive on the scheduled date. WSECO is not liable for delays or damages caused by delays in delivery or shipment of the equipment. Unless expressly provided for otherwise, Customer is responsible for all freight, shipping, loading and unloading costs.

ials	PAGE: 2 109

11. CUSTOMER'S RESPONSIBILITIES: During the Rental period and any extension thereof, Customer shall have the following obligations and responsibilities:

a. RENTAL EQUIPMENT PROTECTION (REP).

Our Rental Equipment Protection ("REP") Program is OPTIONAL AND MAY BE DECLINED

IMPORTANT: If you decline REP, or if you fail to pay the REP Fee, you will be responsible for all damage, repair(s) and replacement(s) of/to the Rented Item(s) at its/their full (new) replacement value. In addition, if REP is declined, Customer is required to provide a certificate of insurance to WSECO showing coverage on the equipment, including, without limitation, fire, theft, and liability coverage with such other insurance as necessary to protect Customer's and WSECO's respective interests in the equipment. WSECO must be named as an additional insured and must include stipulations that coverage will not be cancelled or diminished without at least fifteen (15) days written prior notice to WSECO.

- b. DELIVERY INSPECTION. Customer has or will promptly inspect the equipment and notify WSECO of any deficiencies.
- c. TOWING. When transporting the equipment, Customer will have the proper towing device, hitches and materials for use with the towed and towing vehicles and the same will be in good, safe and operable condition. Customer is responsible for all damage caused to the equipment by Customer's towing, towing devices and vehicles, hitches and materials.
- d. DAILY INSPECTION, MAINTENANCE AND SAFEKEEPING. Customer will conduct daily inspection and routine maintenance of the equipment consistent with the procedures in the manufacturer's operation and maintenance manuals provided with the equipment.
- e. RETURN THE EQUIPMENT. Customer agrees to return the equipment in good working condition, reasonable wear and tear excepted. Customer further agrees to pay for repair/replacement of all or any portion of the equipment which becomes necessary because of damage caused by Customer, or its employees, agents and subcontractors.
- f. REPLACEMENT. If the equipment is lost, stolen, destroyed or rendered unfit for use, Customer agrees to pay the full market value, as determined by WSECO, necessary repairs, or lost rent as the case may be, and monthly interest at the rates provided in paragraph 6 until all amounts due are paid in full.
- g. CLEANING FEE. A cleaning fee may be assessed for equipment returned dirty.
- h. SALES TAX: WSECO is required to collect Sales Tax for sales made in the following states: ID, WA, ND, and WY. Prices stated herein do not include any applicable state, county, city, or local sales taxes. This Agreement is accepted with the understanding that such taxes and charges shall be added, as required by law, at the time this contract is invoiced. Where applicable, WSECO will charge sales tax at the time of invoice unless the Customer has a valid sales tax exemption certificate on file. Valid sales tax exempt certificates can be emailed to SalesTax@wseco.com to ensure a copy is on file prior to invoicing. In states where WSECO is not required to collect and pay Sales Tax, the Customer is obligated to self-report and pay the Sales and/or Use Tax to the Customers appropriate state's and or local Department of Revenue.
- 12. EQUIPMENT FAILURE/LIMITATION OF REMEDIES: If, for any reason, during the time of this Rental the equipment does not perform satisfactorily, as judged by WSECO, WSECO may repair or replace the equipment or any part thereof, at its option, without affecting any of the terms of this Rental. Alternatively, WSECO may terminate this Rental and Customer will be billed only for the time the equipment was used by Customer. These remedies do not apply if the equipment has failed or performs less than satisfactorily due to Customer's improper use of the equipment, accident (including, damage during shipment), neglect, abuse, misuse or exposure of the equipment to conditions beyond capacity, power, environmental design limits or operation constraints, as specified by WSECO and/or the equipment manufacturer. THE REMEDIES IN THIS PARAGRAPH ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AGAINST WSECO. VOID the line in blue L.

 Monette The remedies in this paragraph are customer's sole and exclusive remedies against WSECO
- 13. LIMITATION OF LIABILITY: Notwithstanding trade customs or prior course of dealing to the contrary, in no event will WSECO, its subsidiaries, affiliates, agents or employees be liable for any incidental, indirect, special, or consequential damages in connection with or arising out of this Rental or furnishing of any goods, services or other items or any third party's ownership, maintenance, or use of any goods, services or other items furnished under this Rental, including, but not limited to, lost profits or revenues, loss of use of the equipment or any associated goods, damage to associated goods, costs of capital, cost of substitute goods, or claims of Customer's clients for such damages. VOID in blue L Monette Customer's sole remedy Customer's sole remedy, for any liability of WSECO of any kind, including but not limited to negligence, with respect to any equipment, service, or other item is limited to that set forth in the paragraph entitled "EQUIPMENT FAILURE! LIMITATION OF REMEDIES" of this Rental agreement. WSECO is not responsible for meeting any federal, state, local or municipal code or specification (whether statutory, regulatory or contractual), unless Customer specifies it in writing and WSECO agrees to it in writing.
- 14. FORCE MAJEURE: WSECO shall not be liable for any failure of or delay in the performance of this Rental agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force major event.
- 15. ASSIGNMENTS: Customer shall not assign, transfer, or sublet this Rental agreement, the equipment or any part thereof without obtaining the prior written consent of WSECO. WSECO may withhold its consent in its sole and absolute discretion.

16. INDEMNITY: The extent permitted by law L. Monette

You agree to indemnify and hold WSECO harmless from and against any and all claims, actions, suits, proceedings, costs, expenses, damages (including but not limited to consequential and incidental damages), liabilities, fees (including, but not limited to, attorney fees and court costs), and settlements, (including those brought or incurred by or in favor of Customer's employees, agents and subcontractors), arising out of or related to the selection, delivery, loading, unloading, towing, possession, use, operation, handling or transportation of the equipment. Customer agrees to defend, at its expense, any and all suits brought against WSECO either alone or in conjunction with others and additionally to satisfy, pay and discharge any and all judgments and fines against WSECO in any such suits or actions, whether based in negligence or otherwise. But only the extent of customers negligent acts or omissions. L. Monette

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- 17. DEFAULT BY LESSEE: An event of default shall occur if (a) Customer fails to pay when due any Rental payments; (b) Customer fails to perform or observe any covenant, condition, or agreement to be performed by Customer; (c) Customer ceases doing business as a going concern, makes an assignment for creditors, admits in writing an inability to pay debts as they become due, files a petition in bankruptcy, or if owners or shareholders of Customer's business organization take actions towards dissolution or liquidation; (d) Customer attempts to sell, transfer, or encumber, sublease or convey the equipment or any part thereof; or (e) WSECO, in good faith, believes that the equipment is being subjected to improper use. Upon the occurrence of any event of default, WSECO may, at its option, declare all sums due and to become due immediately due and payable, proceed to enforce performance by Customer and recover damages for breach of this Rental agreement, demand return of the equipment immediately and, in addition to the foregoing, recover unpaid rental payments prior to the event of default and through the unexpired term of the Rental. These remedies are cumulative and in addition to any other remedies WSECO may have under the law or in equity.
- 18. JURISDICTION, VENUE AND CHOICE OF LAW: At the sole and exclusive election of WSECO, jurisdiction and venue for any action or dispute arising under this Rental shall the in the Fourth Judicial District of the State of Idaho, in and for Ada County, which is WSECO's corporate headquarters and principal place of business, wherein the parties acknowledge having done business sufficient to establish minimum contacts under the Idaho long arm statute, and which is a mutually convenient forum. In addition, Customer waives any and all rights to jurisdiction and/or venue in any other forum, including waiver of any and all rights to remove the action from any court originally acquiring jurisdiction. This Rental is controlled by the laws of the State of Idaho.
- 19. ATTORNEY'S FEES: Customer agrees to pay all costs incurred by WSECO in enforcing this Rental or any of its provisions, including without limitation reasonable attorney's fees and costs and all costs of reclaiming the goods, whether or not legal action is commenced.
- 20. WAIVER: Waiver by WSECO of any breach or any provision contained herein does not constitute and is not deemed to be a waiver of any other breach or of any other provision.
- 21. EQUIPMENT DATA: The equipment may be equipped with a wireless data communication system, such as Product Link. In such case, Customer understands data reflecting the equipment performance, condition and operation is being transmitted to Caterpillar/WSECO to better serve Customer and to improve upon Caterpillar products and services. This data may include, but is not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers and installed attachments. Neither Caterpillar nor WSECO sell, rent or share collected information to any other third party, and will exercise reasonable efforts to keep the information secure. Caterpillar Inc. and WSECO recognize and will respect customer privacy. Customer agrees to allow this data to be accessed by Caterpillar and WSECO within normal, accepted business practices.

The undersigned represents and warrants that he/she is authorized by the Customer identified below to bind the Customer to the obligations and duties expressed herein and does so commit Customer by signing below.

LESSEE:	WESTERN STATES EQUIPMENT COMPANY
Ву:	By:
Print Name:	Print Name:
Title:	Title:
Date:	Date:



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

PURCHASE ORDER

BUDGETED ITEM? <u>x</u> Yes <u>No</u>

PURCHASE ORDER - NUMBER: 23019

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WESTERN STATES CAT BOX 3805

SEATTLE WA 98124-3805

Ship to:

CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340

P. O. Date	Created By	Requested By	Department	Req Number	Terms
10/11/2022	bancona	bancona	Streets	0	

Quantity	Description		Unit Price	Total
1.00	WINTER 22-23 DOZER RENTAL	01-4310-4200	30,000.00	30,000.00
1.00	Per Monthly Rental Agreement NO: RQ00002 *Please see Rental Agreement for monthly pay	28136	30,000.00	30,000.00
		SF	HIPPING & HANDLING	0.00
			TOTAL PO AMOUNT	30,000.00

Authorized Signature

Brian Christiansen, Director of Streets & Facilities



October 17, 2022

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Snow Hauling Contracts

Recommendation and Summary

Staff is recommending the council approve the snow hauling contracts and adopt the following motion:

"I move to authorize the Mayor to approve the contract for services with: Canyon Excavation, LLC, Hiatt Trucking, Inc, Lunceford Excavation, Inc, Rick's Excavation, Inc and S. Erwin Excavation, Inc."

The reasons for the recommendation are as follows:

- The City of Ketchum does not have the staff and equipment necessary to perform the snow hauling duties and meet the historical level of service.
- Standardized contracts provide an economical method of achieving the historical level of service while
 ensuring fairness amongst the service providers.

Introduction and History

Currently, the City of Ketchum's Streets Division uses contracted snow haulers to remove snow from the right-of-way immediately after snowstorms greater than 3 inches. Doing so ensures that roadways are immediately passable and parking areas are clear while also providing greater visibility to all users.

Prior to 1996, the Street Division would plow snow on the first night of the storm. On the next night, City staff would start hauling snow away using both city-owned and contracted trucks. This process was less costly but considerably slower. During back-to-back storms, the Streets Division would only plow as the staff was unable to haul snow. As a result, the snow would pile up in town to the point where there would be little parking and very narrow travel lanes down each street.

In 1996, the city had a good snow year with several back-to-back storms which left the city core full of snow with little to no parking. The City Council wanted change and so approved funds to upgrade equipment, increase staff and utilize more contracted snow haulers. Today, the City uses up to 14 contract trucks to help haul snow while City staff plows. The contract allows the City to require that the trucks and drivers are safe, professional and follow a list of details specific to completing the snow hauling job safely and responsibly. Having contracts in place also guarantees that the City will not be paying varying hourly amounts to different contractors; all the contractors are on the same pay scale.

<u>Analysis</u>

As stated, the City started using snow hauling contracts to keep the pay and requirements equal for all contractors. For the coming year, the city will pay \$95.00 per hour for a truck that holds between 14 and 16 cubic yards and \$100.00 per hour for a truck that holds more than 16 cubic yards. The city also pays up to an hour travel time, per truck, per day. We are recommending an increase of \$10 hr to align more closely with the valley's hauling prices. In addition to the above increase, we are recommending a \$5.00 per hour fuel surcharge for the trucks until the fuel prices come back down. (Current contractor hauling prices are \$125.00 per hour)

Financial Impact

The Streets Division Professional Services line item funds the contract snow haulers, flagging services and engineering services. This year \$185,000 is budgeted for the line item. The minimal price change in this contract should not significantly affect this line item.

Sincerely,

Brian Christiansen Director of Streets and Facilities

Attachments: Snow Hauling Contracts and Purchase Orders for: Hiatt Trucking, Inc Contract #23021 Canyon Excavation Contract #23020 Rick's Excavation, Inc Contract #23022 S. Erwin Excavation, Inc Contract #23023 Lunceford Excavation, Inc Contract #23024



INDEPENDENT CONTRACTOR AGREEMENT #23021

(City of Ketchum/Hiatt Trucking, Inc)

THIS INDEPENDENT CONTRACTOR AGREEMENT is made and entered into as of this 17th day of October 2022, by and between THE CITY OF KETCHUM, an Idaho municipal corporation ("Ketchum") and HIATT TRUCKING, LLC, an Idaho corporation ("Contractor").

RECITALS

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

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

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

WHEREAS, Ketchum finds that contracting with Contractor for performance of the Services shall conserve economic resources and improve snow removal throughout Ketchum in furtherance of the health, safety and welfare of the residents and visitors of Ketchum.

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

- 1. <u>Incorporation of Recitals</u>. The Recitals set forth herein above are hereby incorporated into and made an integral part of this Agreement.
- 2. The Services. Contractor shall haul snow from the streets of Ketchum as follows:
 - a. Contractor shall provide professionally trained and duly licensed drivers, and sage, Idaho-licensed, Idaho-registered, well-maintained trucks necessary to haul snow from ketchum streets designated by the Head of the ketchum Street Division or any other employee of Ketchum designated by such Division Head. Ketchum shall have no responsibility for the security or protection of, maintenance of or damage to, Contractor's supplies or equipment.
 - b. At all times while performing the Services, Contractor and its drivers shall obey all traffic laws, drive safely and professionally, and act in a polite professional manner. Under no circumstances while performing the Services shall Contractor or any of its drivers be under the influence of any alcohol or other legal or illegal drugs or substances which may impair their driving skills, reaction time or judgment.
 - c. Ketchum shall plow, collect and place the snow in Contractor's trucks.
 - d. Contractor's drivers shall haul the snow in Contractor's trucks to a Ketchum designated snow storage site.
 - e. Contractor's trucks shall use only biodegradable truck bed liner materials to provide for any non-stick surface.

- f. Contractor shall provide all tools, equipment, materials and services to complete and perform the Services, including without limitation, fuel for Contractor's trucks and all maintenance and repair of Contractor's trucks.
- g. Ketchum shall make all reasonable efforts to work until all of the snow is hauled; however, Ketchum may allow its employees to take a break before all of the snow is hauled.
- h. Ketchum shall not provide meals or any benefits whatsoever to Contractor, its officers, directors, shareholders, members, managers, agents or employees at any time, including without limitation, during breaks.
- i. Contractor is solely responsible for freeing any of Contractor's trucks that become stuck.
- 3. <u>Consideration.</u> Ketchum shall pay Contractor the following consideration:
 - a. FOR A TRUCK WITH A BED SIZE OF 14 to 16 cubic yards: NINETY-FIVE DOLLARS (\$95) per hour.
 - b. FOR A TRUCK WITH A BED SIZE OF 16 cubic yards or more: ONE HUNDRED DOLLARS (\$100) per hour.
 - c. Ketchum shall pay Contractor up to THIRTY (30) minutes each way for travel time to and from Ketchum, not to exceed one-hour total per truck per day.
 - d. Ketchum shall only pay Contractor for time actually worked and not for breaks or down time due to any reason including without limitation, equipment failure, labor disputes, strikes, being stuck, adverse weather or traffic accidents.
 - e. Contractor must submit a written bill to Ketchum prior to receiving any of the compensation due under this Agreement.
- 4. Waiver. If Contractor requests Ketchum's assistance in any matter such as truck or trailer repair or maintenance or dislodging any stuck truck and Ketchum is able and willing to assist Contractor, Contractor hereby agrees to hold Ketchum, its employees and elected officials harmless and waives, releases, acquits, and forever discharges and indemnifies Ketchum, its employees and elected officials from any and all actions, causes of action, claims, demands, damages, costs, loss of service, expenses and compensation, in any manner related to or arising from such assistance. Such assistance shall be purely voluntary, and this Paragraph 4 shall not create or imply the creation of any agreement or obligation on the part of Ketchum.
- 5. <u>Time of Performance.</u> Contractor shall provide the Services on an "on call" basis as designated by the Head of the Ketchum Street Division and shall complete such services in a professional and timely manner.
- 6. <u>Term.</u> This Agreement shall be effective as of the date first above written, and be in full force and effect until May 1, 2023, at which time it shall terminate and neither Party hereto shall have any continuing obligations to the other hereunder.
- 7. <u>Independent Contractor.</u> Ketchum and Contractor hereby agree that Contractor shall perform the Services exclusively as an independent contractor and not as employee or agent of Ketchum. The Parties do not intend to create through this Agreement any partnership, corporation, employer/employee relationship, joint venture or other business entity or relationship other than that of independent contractor. Contractor, its managers, members, directors, officers, shareholders, agents and employees shall not receive nor be entitled to any employment-related benefits from Ketchum including without limitation, workers compensation insurance, unemployment insurance, health insurance, retirement benefits or any benefit that Ketchum offers to its employees. Contractor shall be solely responsible for the payment of all payroll and withholding taxes for amounts paid to Contractor under this Agreement and for Contractor's payments for work performed in performance of this Agreement by Contractor's managers, members, directors, officers, shareholders, agents and employees; and Contractor hereby releases, holds harmless and agrees to indemnify Ketchum from and against any and all claims or penalties, including without limitation the 100% penalty, which in any manner relate to or arise from any failure to pay such payroll or withholding taxes.

- 8. Warranty. Contractor warrants that all equipment used to perform this Agreement will function safely, properly, and efficiently and that all services will be performed in a safe, professional and workmanlike manner. Contractor agrees and warrants that all of Contractor's drivers are duly licensed to and capable of operating the trucks contemplated in this Agreement safely and efficiently in adverse or extreme road and weather conditions and that Contractor and its drivers shall obey all traffic laws, drive safely and professionally, and act in a polite professional manner. Contractor warrants and agrees that under no circumstances while performing the Services shall Contractor or any of its drivers be under the influence of any alcohol or other legal or illegal drugs or substances which may impair their driving skills, reaction time or judgment.
- 9. <u>Indemnification.</u> Contractor agrees to indemnify and hold Ketchum harmless from and against all claims, suits, damages (including without limitation, damages to persons and property including deaths), costs, losses, and expenses, in any manner related to or arising from the acts or omissions of Contractor, its managers, members, directors, officers, shareholders, agents and employees.
- 10. <u>Registration</u>. Contractor agrees to maintain all registration, license and insurance as required by the laws and decisions of the State of Idaho for all trucks and trailers used in the performance of this Agreement throughout the term of this Agreement. Contractor shall furnish proof of said registration, license and insurance to Ketchum prior to performing any of the Services or being entitled to any pay there for.
- 11. <u>Insurance.</u> Contractor shall maintain public liability insurance in the amount of \$500,000.00 and workers compensation insurance from an insurance carrier licensed to do business in the State of Idaho, and furnish proof of said insurance to Ketchum prior to performing any of the Services or being entitled to any pay there for
- 12. Compliance with Laws/Public Records. Contractor, its managers, members, directors, officers, shareholders, agents and employees shall comply with all federal, state and local laws, rules and ordinances, including without limitation, the Department of Transportation's rules and regulations, 49 CFR Part 40 Drug Testing Program and the Omnibus Transportation Employee Testing Act of 1991. This Agreement does not relieve Contractor of any obligation or responsibility imposed upon Contractor by law. Without limitation, Contractor hereby acknowledges that all writings and documents, including without limitation email, containing information relating to the conduct or administration of the public's business prepared by Contractor for City regardless of physical form or characteristics may be public records pursuant to Idaho Code Section 9-337 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 readily identified, retrieved and made available for such inspection and copying.
- 13. <u>Notice</u>. All notices, requests, demands or other communication required or provided for under this Agreement, other than instructions given by Ketchum pursuant to Paragraph 2 herein above shall be in writing. Notices to Ketchum and the Contractor shall be addressed as follows:

KETCHUM:

City of Ketchum PO Box 2315 Ketchum, ID 83340-2315 **CONTRACTOR:**

Hiatt Trucking, Inc. P.O. Box 759 Hailey, ID 83333

- 14. Non-Assignment. Contractor hereby acknowledges that Ketchum has agreed to enter this Agreement based in part on Contractor's unique skills and reputation for professional work. Accordingly, Contractor may not assign or transfer in any manner this Agreement or any of Contractor's right, title or interest in or to this Agreement without the prior written consent of Ketchum which may be withheld for any reason.
- 15. Amendments. This Agreement may only be changed, modified, or amended in writing executed by all parties.
- 16. <u>Headings.</u> The headings in the Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

- 17. Attorney Fees and Costs. In the event that either party hereto is required to retain the services of an attorney to enforce any of its rights hereunder, the non-prevailing party shall pay to the prevailing party all reasonable costs and attorney fees incurred in such enforcement, whether or not litigation is commenced and including reasonable costs and attorney fees on appeal.
- 18. <u>No Presumption.</u> No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of the document.
- 19. Governing Law. This Agreement shall be governed by the laws and decisions of the State of Idaho.
- 20. <u>Entire Agreement.</u> This Agreement contains the entire Agreement between the parties respecting the matters herein set forth and supersedes all prior Agreements between the parties hereto respecting such matter.
- 21. Execution and Fax Copies and Signatures. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 22. <u>Authority.</u> The parties executing this Agreement warrant, state, acknowledge, and affirm that they have the authority to sign the same and to bind themselves to the terms contained herein.

IN WITNESS WHEREOF, the Parties execute this Agreement as of this 17th day of October 2022.

THE CITY OF KETCHUM, An Idaho municipal corporation	HIATT TRUCKING, INC, An Idaho corporation
By: Neil Bradshaw, Mayor	By:
City of Ketchum	Its:
ATTEST:	
Lisa Enourato, Interim City Clerk City of Ketchum	

Contract #23021



INDEPENDENT CONTRACTOR AGREEMENT #23020

(City of Ketchum/Canyon Excavation, LLC)

THIS INDEPENDENT CONTRACTOR AGREEMENT is made and entered into as of this 17th day of October 2022, by and between THE CITY OF KETCHUM, an Idaho municipal corporation ("Ketchum") and CANYON EXCAVATION, LLC, an Idaho corporation ("Contractor").

RECITALS

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

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

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

WHEREAS, Ketchum finds that contracting with Contractor for performance of the Services shall conserve economic resources and improve snow removal throughout Ketchum in furtherance of the health, safety and welfare of the residents and visitors of Ketchum.

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

- 1. <u>Incorporation of Recitals</u>. The Recitals set forth herein above are hereby incorporated into and made an integral part of this Agreement.
- 2. The Services. Contractor shall haul snow from the streets of Ketchum as follows:
 - a. Contractor shall provide professionally trained and duly licensed drivers, and sage, Idaho-licensed, Idaho-registered, well-maintained trucks necessary to haul snow from ketchum streets designated by the Head of the ketchum Street Division or any other employee of Ketchum designated by such Division Head. Ketchum shall have no responsibility for the security or protection of, maintenance of or damage to, Contractor's supplies or equipment.
 - b. At all times while performing the Services, Contractor and its drivers shall obey all traffic laws, drive safely and professionally, and act in a polite professional manner. Under no circumstances while performing the Services shall Contractor or any of its drivers be under the influence of any alcohol or other legal or illegal drugs or substances which may impair their driving skills, reaction time or judgment.
 - c. Ketchum shall plow, collect and place the snow in Contractor's trucks.
 - d. Contractor's drivers shall haul the snow in Contractor's trucks to a Ketchum designated snow storage site.
 - e. Contractor's trucks shall use only biodegradable truck bed liner materials to provide for any non-stick surface.
 - f. Contractor shall provide all tools, equipment, materials and services to complete and perform the Services, including without limitation, fuel for Contractor's trucks and all maintenance and repair of Contractor's trucks.

- g. Ketchum shall make all reasonable efforts to work until all of the snow is hauled; however, Ketchum may allow its employees to take a break before all of the snow is hauled.
- h. Ketchum shall not provide meals or any benefits whatsoever to Contractor, its officers, directors, shareholders, members, managers, agents or employees at any time, including without limitation, during breaks.
- i. Contractor is solely responsible for freeing any of Contractor's trucks that become stuck.
- 3. <u>Consideration.</u> Ketchum shall pay Contractor the following consideration:
 - a. FOR A TRUCK WITH A BED SIZE OF 14 to 16 cubic yards: NINETY-FIVE DOLLARS (\$95) per hour.
 - b. FOR A TRUCK WITH A BED SIZE OF 16 cubic yards or more: ONE HUNDRED DOLLARS (\$100) per hour
 - c. Ketchum shall pay Contractor up to THIRTY (30) minutes each way for travel time to and from Ketchum, not to exceed one-hour total per truck per day.
 - d. Ketchum shall only pay Contractor for time actually worked and not for breaks or down time due to any reason including without limitation, equipment failure, labor disputes, strikes, being stuck, adverse weather or traffic accidents.
 - e. Contractor must submit a written bill to Ketchum prior to receiving any of the compensation due under this Agreement.
- 4. <u>Waiver.</u> If Contractor requests Ketchum's assistance in any matter such as truck or trailer repair or maintenance or dislodging any stuck truck and Ketchum is able and willing to assist Contractor, Contractor hereby agrees to hold Ketchum, its employees and elected officials harmless and waives, releases, acquits, and forever discharges and indemnifies Ketchum, its employees and elected officials from any and all actions, causes of action, claims, demands, damages, costs, loss of service, expenses and compensation, in any manner related to or arising from such assistance. Such assistance shall be purely voluntary, and this Paragraph 4 shall not create or imply the creation of any agreement or obligation on the part of Ketchum.
- 5. <u>Time of Performance.</u> Contractor shall provide the Services on an "on call" basis as designated by the Head of the Ketchum Street Division and shall complete such services in a professional and timely manner.
- 6. <u>Term.</u> This Agreement shall be effective as of the date first above written, and be in full force and effect until May 1, 2023, at which time it shall terminate and neither Party hereto shall have any continuing obligations to the other hereunder.
- 7. Independent Contractor. Ketchum and Contractor hereby agree that Contractor shall perform the Services exclusively as an independent contractor and not as employee or agent of Ketchum. The Parties do not intend to create through this Agreement any partnership, corporation, employer/employee relationship, joint venture or other business entity or relationship other than that of independent contractor. Contractor, its managers, members, directors, officers, shareholders, agents and employees shall not receive nor be entitled to any employment-related benefits from Ketchum including without limitation, workers compensation insurance, unemployment insurance, health insurance, retirement benefits or any benefit that Ketchum offers to its employees. Contractor shall be solely responsible for the payment of all payroll and withholding taxes for amounts paid to Contractor under this Agreement and for Contractor's payments for work performed in performance of this Agreement by Contractor's managers, members, directors, officers, shareholders, agents and employees; and Contractor hereby releases, holds harmless and agrees to indemnify Ketchum from and against any and all claims or penalties, including without limitation the 100% penalty, which in any manner relate to or arise from any failure to pay such payroll or withholding taxes.
- 8. <u>Warranty.</u> Contractor warrants that all equipment used to perform this Agreement will function safely, properly, and efficiently and that all services will be performed in a safe, professional and workmanlike manner. Contractor agrees and warrants that all of Contractor's drivers are duly licensed to and capable of operating the trucks contemplated in this Agreement safely and efficiently in adverse or extreme road and weather conditions and that Contractor and

its drivers shall obey all traffic laws, drive safely and professionally, and act in a polite professional manner. Contractor warrants and agrees that under no circumstances while performing the Services shall Contractor or any of its drivers be under the influence of any alcohol or other legal or illegal drugs or substances which may impair their driving skills, reaction time or judgment.

- 9. <u>Indemnification.</u> Contractor agrees to indemnify and hold Ketchum harmless from and against all claims, suits, damages (including without limitation, damages to persons and property including deaths), costs, losses, and expenses, in any manner related to or arising from the acts or omissions of Contractor, its managers, members, directors, officers, shareholders, agents and employees.
- 10. <u>Registration</u>. Contractor agrees to maintain all registration, license and insurance as required by the laws and decisions of the State of Idaho for all trucks and trailers used in the performance of this Agreement throughout the term of this Agreement. Contractor shall furnish proof of said registration, license and insurance to Ketchum prior to performing any of the Services or being entitled to any pay there for.
- 11. <u>Insurance.</u> Contractor shall maintain public liability insurance in the amount of \$500,000.00 and workers compensation insurance from an insurance carrier licensed to do business in the State of Idaho, and furnish proof of said insurance to Ketchum prior to performing any of the Services or being entitled to any pay there for
- 12. Compliance with Laws/Public Records. Contractor, its managers, members, directors, officers, shareholders, agents and employees shall comply with all federal, state and local laws, rules and ordinances, including without limitation, the Department of Transportation's rules and regulations, 49 CFR Part 40 Drug Testing Program and the Omnibus Transportation Employee Testing Act of 1991. This Agreement does not relieve Contractor of any obligation or responsibility imposed upon Contractor by law. Without limitation, Contractor hereby acknowledges that all writings and documents, including without limitation email, containing information relating to the conduct or administration of the public's business prepared by Contractor for City regardless of physical form or characteristics may be public records pursuant to Idaho Code Section 9-337 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 readily identified, retrieved and made available for such inspection and copying.
- 13. <u>Notice</u>. All notices, requests, demands or other communication required or provided for under this Agreement, other than instructions given by Ketchum pursuant to Paragraph 2 herein above shall be in writing. Notices to Ketchum and the Contractor shall be addressed as follows:

KETCHUM:

City of Ketchum PO Box 2315 Ketchum, ID 83340-2315 CONTRACTOR:

Canyon Excavation, LLC P.O. Box 961 Shoshone, ID 83352

- 14. Non-Assignment. Contractor hereby acknowledges that Ketchum has agreed to enter this Agreement based in part on Contractor's unique skills and reputation for professional work. Accordingly, Contractor may not assign or transfer in any manner this Agreement or any of Contractor's right, title or interest in or to this Agreement without the prior written consent of Ketchum which may be withheld for any reason.
- 15. Amendments. This Agreement may only be changed, modified, or amended in writing executed by all parties.
- 16. <u>Headings.</u> The headings in the Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.
- 17. Attorney Fees and Costs. In the event that either party hereto is required to retain the services of an attorney to enforce any of its rights hereunder, the non-prevailing party shall pay to the prevailing party all reasonable costs and attorney fees incurred in such enforcement, whether or not litigation is commenced and including reasonable costs and attorney fees on appeal.

- 18. <u>No Presumption.</u> No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of the document.
- 19. Governing Law. This Agreement shall be governed by the laws and decisions of the State of Idaho.
- 20. <u>Entire Agreement.</u> This Agreement contains the entire Agreement between the parties respecting the matters herein set forth and supersedes all prior Agreements between the parties hereto respecting such matter.
- 21. Execution and Fax Copies and Signatures. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 22. <u>Authority.</u> The parties executing this Agreement warrant, state, acknowledge, and affirm that they have the authority to sign the same and to bind themselves to the terms contained herein.

IN WITNESS WHEREOF, the Parties execute this Agreement as of this 17th day of October 2022.

THE CITY OF KETCHUM, An Idaho municipal corporation	CANYON EXCAVATION, LLC An Idaho corporation
By: Neil Bradshaw, Mayor	Ву:
City of Ketchum	Its:
ATTEST:	
Lisa Enourato, Interim City Clerk City of Ketchum	

Contract #23020



INDEPENDENT CONTRACTOR AGREEMENT #23024

(City of Ketchum/Lunceford Excavation, Inc)

THIS INDEPENDENT CONTRACTOR AGREEMENT is made and entered into as of this 17^h day of October 2022, by and between THE CITY OF KETCHUM, an Idaho municipal corporation ("Ketchum") and LUNCEFORD EXCAVATION, INC, an Idaho corporation ("Contractor").

RECITALS

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

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

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

WHEREAS, Ketchum finds that contracting with Contractor for performance of the Services shall conserve economic resources and improve snow removal throughout Ketchum in furtherance of the health, safety and welfare of the residents and visitors of Ketchum.

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

- 1. <u>Incorporation of Recitals</u>. The Recitals set forth herein above are hereby incorporated into and made an integral part of this Agreement.
- 2. The Services. Contractor shall haul snow from the streets of Ketchum as follows:
 - a. Contractor shall provide professionally trained and duly licensed drivers, and sage, Idaho-licensed, Idaho-registered, well-maintained trucks necessary to haul snow from ketchum streets designated by the Head of the ketchum Street Division or any other employee of Ketchum designated by such Division Head. Ketchum shall have no responsibility for the security or protection of, maintenance of or damage to, Contractor's supplies or equipment.
 - b. At all times while performing the Services, Contractor and its drivers shall obey all traffic laws, drive safely and professionally, and act in a polite professional manner. Under no circumstances while performing the Services shall Contractor or any of its drivers be under the influence of any alcohol or other legal or illegal drugs or substances which may impair their driving skills, reaction time or judgment.
 - c. Ketchum shall plow, collect and place the snow in Contractor's trucks.
 - d. Contractor's drivers shall haul the snow in Contractor's trucks to a Ketchum designated snow storage site.
 - e. Contractor's trucks shall use only biodegradable truck bed liner materials to provide for any non-stick surface.
 - f. Contractor shall provide all tools, equipment, materials and services to complete and perform the Services, including without limitation, fuel for Contractor's trucks and all maintenance and repair of Contractor's trucks.

- g. Ketchum shall make all reasonable efforts to work until all of the snow is hauled; however, Ketchum may allow its employees to take a break before all of the snow is hauled.
- h. Ketchum shall not provide meals or any benefits whatsoever to Contractor, its officers, directors, shareholders, members, managers, agents or employees at any time, including without limitation, during breaks.
- i. Contractor is solely responsible for freeing any of Contractor's trucks that become stuck.
- 3. Consideration. Ketchum shall pay Contractor the following consideration:
 - a. FOR A TRUCK WITH A BED SIZE OF 14 to 16 cubic yards: NINETY-FIVE DOLLARS (\$95) per hour.
 - b. FOR A TRUCK WITH A BED SIZE OF 16 cubic yards or more: ONE HUNDRED DOLLARS (\$100) per hour.
 - c. Ketchum shall pay Contractor up to THIRTY (30) minutes each way for travel time to and from Ketchum, not to exceed one-hour total per truck per day.
 - d. Ketchum shall only pay Contractor for time actually worked and not for breaks or down time due to any reason including without limitation, equipment failure, labor disputes, strikes, being stuck, adverse weather or traffic accidents.
 - e. Contractor must submit a written bill to Ketchum prior to receiving any of the compensation due under this Agreement.
- 4. Waiver. If Contractor requests Ketchum's assistance in any matter such as truck or trailer repair or maintenance or dislodging any stuck truck and Ketchum is able and willing to assist Contractor, Contractor hereby agrees to hold Ketchum, its employees and elected officials harmless and waives, releases, acquits, and forever discharges and indemnifies Ketchum, its employees and elected officials from any and all actions, causes of action, claims, demands, damages, costs, loss of service, expenses and compensation, in any manner related to or arising from such assistance. Such assistance shall be purely voluntary, and this Paragraph 4 shall not create or imply the creation of any agreement or obligation on the part of Ketchum.
- 5. <u>Time of Performance.</u> Contractor shall provide the Services on an "on call" basis as designated by the Head of the Ketchum Street Division and shall complete such services in a professional and timely manner.
- 6. <u>Term.</u> This Agreement shall be effective as of the date first above written, and be in full force and effect until May 1, 2023, at which time it shall terminate and neither Party hereto shall have any continuing obligations to the other hereunder.
- 7. Independent Contractor. Ketchum and Contractor hereby agree that Contractor shall perform the Services exclusively as an independent contractor and not as employee or agent of Ketchum. The Parties do not intend to create through this Agreement any partnership, corporation, employer/employee relationship, joint venture or other business entity or relationship other than that of independent contractor. Contractor, its managers, members, directors, officers, shareholders, agents and employees shall not receive nor be entitled to any employment-related benefits from Ketchum including without limitation, workers compensation insurance, unemployment insurance, health insurance, retirement benefits or any benefit that Ketchum offers to its employees. Contractor shall be solely responsible for the payment of all payroll and withholding taxes for amounts paid to Contractor under this Agreement and for Contractor's payments for work performed in performance of this Agreement by Contractor's managers, members, directors, officers, shareholders, agents and employees; and Contractor hereby releases, holds harmless and agrees to indemnify Ketchum from and against any and all claims or penalties, including without limitation the 100% penalty, which in any manner relate to or arise from any failure to pay such payroll or withholding taxes.
- 8. <u>Warranty.</u> Contractor warrants that all equipment used to perform this Agreement will function safely, properly, and efficiently and that all services will be performed in a safe, professional and workmanlike manner. Contractor agrees and warrants that all of Contractor's drivers are duly licensed to and capable of operating the trucks contemplated in this Agreement safely and efficiently in adverse or extreme road and weather conditions and that Contractor and its drivers shall obey all traffic laws, drive safely and professionally, and act in a polite professional manner. Contractor warrants and agrees that under no circumstances while performing the Services shall Contractor or any of its drivers be under the influence of any alcohol or other legal or illegal drugs or substances which may impair

their driving skills, reaction time or judgment.

- 9. <u>Indemnification.</u> Contractor agrees to indemnify and hold Ketchum harmless from and against all claims, suits, damages (including without limitation, damages to persons and property including deaths), costs, losses, and expenses, in any manner related to or arising from the acts or omissions of Contractor, its managers, members, directors, officers, shareholders, agents and employees.
- 10. <u>Registration</u>. Contractor agrees to maintain all registration, license and insurance as required by the laws and decisions of the State of Idaho for all trucks and trailers used in the performance of this Agreement throughout the term of this Agreement. Contractor shall furnish proof of said registration, license and insurance to Ketchum prior to performing any of the Services or being entitled to any pay there for.
- 11. <u>Insurance.</u> Contractor shall maintain public liability insurance in the amount of \$500,000.00 and workers compensation insurance from an insurance carrier licensed to do business in the State of Idaho, and furnish proof of said insurance to Ketchum prior to performing any of the Services or being entitled to any pay there for
- 12. Compliance with Laws/Public Records. Contractor, its managers, members, directors, officers, shareholders, agents and employees shall comply with all federal, state and local laws, rules and ordinances, including without limitation, the Department of Transportation's rules and regulations, 49 CFR Part 40 Drug Testing Program and the Omnibus Transportation Employee Testing Act of 1991. This Agreement does not relieve Contractor of any obligation or responsibility imposed upon Contractor by law. Without limitation, Contractor hereby acknowledges that all writings and documents, including without limitation email, containing information relating to the conduct or administration of the public's business prepared by Contractor for City regardless of physical form or characteristics may be public records pursuant to Idaho Code Section 9-337 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 readily identified, retrieved and made available for such inspection and copying.
- 13. <u>Notice</u>. All notices, requests, demands or other communication required or provided for under this Agreement, other than instructions given by Ketchum pursuant to Paragraph 2 herein above shall be in writing. Notices to Ketchum and the Contractor shall be addressed as follows:

KETCHUM:

City of Ketchum PO Box 2315 Ketchum, ID 83340-2315 **CONTRACTOR:**

Lunceford Excavation, Inc. P.O. Box 739 Ketchum, ID 83352

- 14. <u>Non-Assignment.</u> Contractor hereby acknowledges that Ketchum has agreed to enter this Agreement based in part on Contractor's unique skills and reputation for professional work. Accordingly, Contractor may not assign or transfer in any manner this Agreement or any of Contractor's right, title or interest in or to this Agreement without the prior written consent of Ketchum which may be withheld for any reason.
- 15. <u>Amendments</u>. This Agreement may only be changed, modified, or amended in writing executed by all parties.
- 16. <u>Headings.</u> The headings in the Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.
- 17. <u>Attorney Fees and Costs</u>. In the event that either party hereto is required to retain the services of an attorney to enforce any of its rights hereunder, the non-prevailing party shall pay to the prevailing party all reasonable costs and attorney fees incurred in such enforcement, whether or not litigation is commenced and including reasonable costs and attorney fees on appeal.
- 18. <u>No Presumption.</u> No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of the document.

- 19. Governing Law. This Agreement shall be governed by the laws and decisions of the State of Idaho.
- 20. <u>Entire Agreement</u>. This Agreement contains the entire Agreement between the parties respecting the matters herein set forth and supersedes all prior Agreements between the parties hereto respecting such matter.
- 21. <u>Execution and Fax Copies and Signatures</u>. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 22. <u>Authority.</u> The parties executing this Agreement warrant, state, acknowledge, and affirm that they have the authority to sign the same and to bind themselves to the terms contained herein.

IN WITNESS WHEREOF, the Parties execute this Agreement as of this 17th day of October 2022.

THE CITY OF KETCHUM, An Idaho municipal corporation	LUNCEFORD EXCAVATION, INC An Idaho corporation
By: Neil Bradshaw, Mayor	Ву:
City of Ketchum	Its:
ATTEST:	
Lisa Enourato, Interim City Clerk City of Ketchum	

Contract #23024



INDEPENDENT CONTRACTOR AGREEMENT #23022

(City of Ketchum/Rick's Excavation, Inc)

THIS INDEPENDENT CONTRACTOR AGREEMENT is made and entered into as of this 17th day of October 2022, by and between THE CITY OF KETCHUM, an Idaho municipal corporation ("Ketchum") and RICK'S EXCAVATION, INC, an Idaho corporation ("Contractor").

RECITALS

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

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

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

WHEREAS, Ketchum finds that contracting with Contractor for performance of the Services shall conserve economic resources and improve snow removal throughout Ketchum in furtherance of the health, safety and welfare of the residents and visitors of Ketchum.

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

- 1. <u>Incorporation of Recitals</u>. The Recitals set forth herein above are hereby incorporated into and made an integral part of this Agreement.
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 - a. Contractor shall provide professionally trained and duly licensed drivers, and sage, Idaho-licensed, Idaho-registered, well-maintained trucks necessary to haul snow from ketchum streets designated by the Head of the ketchum Street Division or any other employee of Ketchum designated by such Division Head. Ketchum shall have no responsibility for the security or protection of, maintenance of or damage to, Contractor's supplies or equipment.
 - b. At all times while performing the Services, Contractor and its drivers shall obey all traffic laws, drive safely and professionally, and act in a polite professional manner. Under no circumstances while performing the Services shall Contractor or any of its drivers be under the influence of any alcohol or other legal or illegal drugs or substances which may impair their driving skills, reaction time or judgment.
 - c. Ketchum shall plow, collect and place the snow in Contractor's trucks.
 - d. Contractor's drivers shall haul the snow in Contractor's trucks to a Ketchum designated snow storage site.
 - e. Contractor's trucks shall use only biodegradable truck bed liner materials to provide for any non-stick surface.
 - f. Contractor shall provide all tools, equipment, materials and services to complete and perform the Services, including without limitation, fuel for Contractor's trucks and all maintenance and repair of Contractor's trucks.

- g. Ketchum shall make all reasonable efforts to work until all of the snow is hauled; however, Ketchum may allow its employees to take a break before all of the snow is hauled.
- h. Ketchum shall not provide meals or any benefits whatsoever to Contractor, its officers, directors, shareholders, members, managers, agents or employees at any time, including without limitation, during breaks.
- i. Contractor is solely responsible for freeing any of Contractor's trucks that become stuck.
- 3. Consideration. Ketchum shall pay Contractor the following consideration:
 - a. FOR A TRUCK WITH A BED SIZE OF 14 to 16 cubic yards: NINETY-FIVE DOLLARS (\$95) per hour.
 - b. FOR A TRUCK WITH A BED SIZE OF 16 cubic yards or more: ONE HUNDRED DOLLARS (\$100) per hour.
 - c. Ketchum shall pay Contractor up to THIRTY (30) minutes each way for travel time to and from Ketchum, not to exceed one-hour total per truck per day.
 - d. Ketchum shall only pay Contractor for time actually worked and not for breaks or down time due to any reason including without limitation, equipment failure, labor disputes, strikes, being stuck, adverse weather or traffic accidents.
 - e. Contractor must submit a written bill to Ketchum prior to receiving any of the compensation due under this Agreement.
- 4. Waiver. If Contractor requests Ketchum's assistance in any matter such as truck or trailer repair or maintenance or dislodging any stuck truck and Ketchum is able and willing to assist Contractor, Contractor hereby agrees to hold Ketchum, its employees and elected officials harmless and waives, releases, acquits, and forever discharges and indemnifies Ketchum, its employees and elected officials from any and all actions, causes of action, claims, demands, damages, costs, loss of service, expenses and compensation, in any manner related to or arising from such assistance. Such assistance shall be purely voluntary, and this Paragraph 4 shall not create or imply the creation of any agreement or obligation on the part of Ketchum.
- 5. <u>Time of Performance.</u> Contractor shall provide the Services on an "on call" basis as designated by the Head of the Ketchum Street Division and shall complete such services in a professional and timely manner.
- 6. <u>Term.</u> This Agreement shall be effective as of the date first above written, and be in full force and effect until May 1, 2023, at which time it shall terminate and neither Party hereto shall have any continuing obligations to the other hereunder.
- 7. Independent Contractor. Ketchum and Contractor hereby agree that Contractor shall perform the Services exclusively as an independent contractor and not as employee or agent of Ketchum. The Parties do not intend to create through this Agreement any partnership, corporation, employer/employee relationship, joint venture or other business entity or relationship other than that of independent contractor. Contractor, its managers, members, directors, officers, shareholders, agents and employees shall not receive nor be entitled to any employment-related benefits from Ketchum including without limitation, workers compensation insurance, unemployment insurance, health insurance, retirement benefits or any benefit that Ketchum offers to its employees. Contractor shall be solely responsible for the payment of all payroll and withholding taxes for amounts paid to Contractor under this Agreement and for Contractor's payments for work performed in performance of this Agreement by Contractor's managers, members, directors, officers, shareholders, agents and employees; and Contractor hereby releases, holds harmless and agrees to indemnify Ketchum from and against any and all claims or penalties, including without limitation the 100% penalty, which in any manner relate to or arise from any failure to pay such payroll or withholding taxes.
- 8. <u>Warranty.</u> Contractor warrants that all equipment used to perform this Agreement will function safely, properly, and efficiently and that all services will be performed in a safe, professional and workmanlike manner. Contractor agrees and warrants that all of Contractor's drivers are duly licensed to and capable of operating the trucks contemplated in this Agreement safely and efficiently in adverse or extreme road and weather conditions and that Contractor and

its drivers shall obey all traffic laws, drive safely and professionally, and act in a polite professional manner. Contractor warrants and agrees that under no circumstances while performing the Services shall Contractor or any of its drivers be under the influence of any alcohol or other legal or illegal drugs or substances which may impair their driving skills, reaction time or judgment.

- 9. <u>Indemnification.</u> Contractor agrees to indemnify and hold Ketchum harmless from and against all claims, suits, damages (including without limitation, damages to persons and property including deaths), costs, losses, and expenses, in any manner related to or arising from the acts or omissions of Contractor, its managers, members, directors, officers, shareholders, agents and employees.
- 10. <u>Registration</u>. Contractor agrees to maintain all registration, license and insurance as required by the laws and decisions of the State of Idaho for all trucks and trailers used in the performance of this Agreement throughout the term of this Agreement. Contractor shall furnish proof of said registration, license and insurance to Ketchum prior to performing any of the Services or being entitled to any pay there for.
- 11. <u>Insurance.</u> Contractor shall maintain public liability insurance in the amount of \$500,000.00 and workers compensation insurance from an insurance carrier licensed to do business in the State of Idaho, and furnish proof of said insurance to Ketchum prior to performing any of the Services or being entitled to any pay there for
- 12. Compliance with Laws/Public Records. Contractor, its managers, members, directors, officers, shareholders, agents and employees shall comply with all federal, state and local laws, rules and ordinances, including without limitation, the Department of Transportation's rules and regulations, 49 CFR Part 40 Drug Testing Program and the Omnibus Transportation Employee Testing Act of 1991. This Agreement does not relieve Contractor of any obligation or responsibility imposed upon Contractor by law. Without limitation, Contractor hereby acknowledges that all writings and documents, including without limitation email, containing information relating to the conduct or administration of the public's business prepared by Contractor for City regardless of physical form or characteristics may be public records pursuant to Idaho Code Section 9-337 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 readily identified, retrieved and made available for such inspection and copying.
- 13. <u>Notice</u>. All notices, requests, demands or other communication required or provided for under this Agreement, other than instructions given by Ketchum pursuant to Paragraph 2 herein above shall be in writing. Notices to Ketchum and the Contractor shall be addressed as follows:

KETCHUM:

City of Ketchum PO Box 2315 Ketchum, ID 83340-2315 **CONTRACTOR:**

Rick's Excavation, Inc P.O. Box 443 Bellevue, ID 83313

- 14. <u>Non-Assignment.</u> Contractor hereby acknowledges that Ketchum has agreed to enter this Agreement based in part on Contractor's unique skills and reputation for professional work. Accordingly, Contractor may not assign or transfer in any manner this Agreement or any of Contractor's right, title or interest in or to this Agreement without the prior written consent of Ketchum which may be withheld for any reason.
- 15. <u>Amendments</u>. This Agreement may only be changed, modified, or amended in writing executed by all parties.
- 16. <u>Headings.</u> The headings in the Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.
- 17. Attorney Fees and Costs. In the event that either party hereto is required to retain the services of an attorney to enforce any of its rights hereunder, the non-prevailing party shall pay to the prevailing party all reasonable costs and

attorney fees incurred in such enforcement, whether or not litigation is commenced and including reasonable costs and attorney fees on appeal.

- 18. <u>No Presumption.</u> No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of the document.
- 19. Governing Law. This Agreement shall be governed by the laws and decisions of the State of Idaho.
- 20. <u>Entire Agreement.</u> This Agreement contains the entire Agreement between the parties respecting the matters herein set forth and supersedes all prior Agreements between the parties hereto respecting such matter.
- 21. <u>Execution and Fax Copies and Signatures</u>. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 22. <u>Authority.</u> The parties executing this Agreement warrant, state, acknowledge, and affirm that they have the authority to sign the same and to bind themselves to the terms contained herein.

IN WITNESS WHEREOF, the Parties execute this Agreement as of this 17th day of October 2022.

THE CITY OF KETCHUM, An Idaho municipal corporation	RICK'S EXCAVATION, INC, An Idaho corporation
By: Neil Bradshaw, Mayor	Ву:
City of Ketchum	Its:
ATTEST:	
Lisa Enourato, Interim City Clerk City of Ketchum	

Contract #23022



INDEPENDENT CONTRACTOR AGREEMENT #23023

(City of Ketchum/S. Erwin Excavation, Inc)

THIS INDEPENDENT CONTRACTOR AGREEMENT is made and entered into as of this 17th day of October 2022, by and between THE CITY OF KETCHUM, an Idaho municipal corporation ("Ketchum") and S. ERWIN EXCAVATION, INC, an Idaho corporation ("Contractor").

RECITALS

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

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

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

WHEREAS, Ketchum finds that contracting with Contractor for performance of the Services shall conserve economic resources and improve snow removal throughout Ketchum in furtherance of the health, safety and welfare of the residents and visitors of Ketchum.

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

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- 2. The Services. Contractor shall haul snow from the streets of Ketchum as follows:
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 - b. At all times while performing the Services, Contractor and its drivers shall obey all traffic laws, drive safely and professionally, and act in a polite professional manner. Under no circumstances while performing the Services shall Contractor or any of its drivers be under the influence of any alcohol or other legal or illegal drugs or substances which may impair their driving skills, reaction time or judgment.
 - c. Ketchum shall plow, collect and place the snow in Contractor's trucks.
 - d. Contractor's drivers shall haul the snow in Contractor's trucks to a Ketchum designated snow storage site.
 - e. Contractor's trucks shall use only biodegradable truck bed liner materials to provide for any non-stick surface.

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 - e. Contractor must submit a written bill to Ketchum prior to receiving any of the compensation due under this Agreement.
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- 6. <u>Term.</u> This Agreement shall be effective as of the date first above written, and be in full force and effect until May 1, 2023, at which time it shall terminate and neither Party hereto shall have any continuing obligations to the other hereunder.
- 7. Independent Contractor. Ketchum and Contractor hereby agree that Contractor shall perform the Services exclusively as an independent contractor and not as employee or agent of Ketchum. The Parties do not intend to create through this Agreement any partnership, corporation, employer/employee relationship, joint venture or other business entity or relationship other than that of independent contractor. Contractor, its managers, members, directors, officers, shareholders, agents and employees shall not receive nor be entitled to any employment-related benefits from Ketchum including without limitation, workers compensation insurance, unemployment insurance, health insurance, retirement benefits or any benefit that Ketchum offers to its employees. Contractor shall be solely responsible for the payment of all payroll and withholding taxes for amounts paid to Contractor under this Agreement and for Contractor's payments for work performed in performance of this Agreement by Contractor's managers, members, directors, officers, shareholders, agents and employees; and Contractor hereby releases, holds harmless and agrees to indemnify Ketchum from and against any and all claims or penalties, including without limitation the 100% penalty, which in any manner relate to or arise from any failure to pay such payroll or withholding taxes.

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S. Erwin Excavation, Inc. P.O. Box 1112 Bellevue, ID 83313

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in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

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IN WITNESS WHEREOF, the Parties execute this Agreement as of this 17th day of October 2022.

THE CITY OF KETCHUM, An Idaho municipal corporation	S. ERWIN EXCAVATION, INC An Idaho corporation
By: Neil Bradshaw, Mayor	Ву:
City of Ketchum	
•	lts:
ATTEST:	
Lisa Enourato, Interim City Clerk City of Ketchum	

Contract #23023



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

PURCHASE ORDER
BUDGETED ITEM? ___Yes ___No

PURCHASE ORDER - NUMBER: 23021

To:	Ship to:	
2351 HIATT TRUCKING, INC. 17919 HWY 20 BELLEVUE ID 83313	CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340	

P. O. Date	Created By	Requested By	Department	Req Number	Terms
10/12/2022	kchoma	kchoma		0	

Quantity	Description		Unit Price	Total
1.00	Snow Hauling Service 2022-2023	01-4310-4200	35,000.00	35,000.00
			ľ	
		SHIP	PING & HANDLING	0.00
		TC	OTAL PO AMOUNT	35,000.00



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

PURCHASE ORDER BUDGETED ITEM? ____Yes ____No

PURCHASE ORDER - NUMBER: 23020

То:	Ship to:
5046 CANYON EXCAVATION. LLC BOX 961 SHOSHONE ID 83352	CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340

P. O. Date	Created By	Requested By	Department	Req Number	Terms
10/12/2022	kchoma	kchoma		0	

Quantity	Description		Unit Price	Total
1.00	Snow Hauling Service 2022-2023	01-4310-4200	16,000.00	16,000.00
		SHIP	PING & HANDLING	0.00
		TO	OTAL PO AMOUNT	16,000.00



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

PURCHASE ORDER BUDGETED ITEM? ___Yes ___No

PURCHASE ORDER - NUMBER: 23022

To:	Ship to:
3577 RICK'S EXCAVATION, INC. RICK BURK 1041 CHERRY HILL DR HAILEY ID 83333	CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340

P. O. Date	Created By	Requested By	Department	Req Number	Terms
10/12/2022	kchoma	kchoma		0	

Quantity	Description		Unit Price	Total
1.00	Snow Hauling Service 2022-2023	01-4310-4200	11,000.00	11,000.00
			l l	
		SH	IPPING & HANDLING	0.00
			TOTAL PO AMOUNT	11,000.00



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

PURCHASE ORDER BUDGETED ITEM? ____Yes ____No

PURCHASE ORDER - NUMBER: 23023

To:	Ship to:
2013 S. ERWIN EXCAVATION INC BOX 1112 BELLEVUE ID 83313	CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340

P. O. Date	Created By	Requested By	Department	Req Number	Terms
10/12/2022	kchoma	kchoma		0	

Quantity	Description		Unit Price	Total
1.00	Snow Hauling Service 2022-2023	01-4310-4200	16,000.00	16,000.00
li di				
		SHI	PPING & HANDLING	0.00
		Т	OTAL PO AMOUNT	16,000.00



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

PURCHASE ORDER BUDGETED ITEM? __Yes __No

PURCHASE ORDER - NUMBER: 23024

To:	Ship to:
2901 LUNCEFORD EXCAVATION, INC. P.O. BOX 739 KETCHUM ID 83340	CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340

P. O. Date	Created By	Requested By	Department	Req Number	Terms
10/12/2022	kchoma	kchoma		0	

Quantity	Description		Unit Price	Total
1.00	Snow Hauling Service 2022-2023	01-4310-4200	50,000.00	50,000.00
		SHIF	PPING & HANDLING	0.00
		TO	OTAL PO AMOUNT	50,000.00



City of Ketchum

October 17, 2022

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Extend Independent Contractor Agreement #20638 with Nested Strategies

Recommendation and Summary

Staff is recommending the City Council approve an extension of Independent Contractor Agreement #20638 with Nested Strategies for services associated with donor relations for the Warm Springs Preserve master planning effort (30%) and philanthropy coordination and partner support related to the Ketchum's Housing Action Plan (70%).

"I move to approve the extension of Independent Contractor Agreement #20638 between the city and Nested Strategies for six months."

The reasons for the recommendation are as follows:

- Nested Strategies was an essential part of the successful private fundraising for the Warm Springs acquisition.
- Now that fundraising is complete, additional support is needed to ensure campaign promises are fulfilled (ex: donor recognition) and the community's voice is heard during the planning process.
- City staff does not have capacity or expertise to engage philanthropic resources related to the Housing Action Plan.

Introduction and History

On April 14, 2022, the city successfully purchased and preserved 65 acres of the Warm Springs Ranch property for \$8 million. The funds were raised entirely by the community – the city's successful campaign was led by Nested Strategies' Carter Cox. Communications with donors and the public will be paramount during the master planning process.

Many of the goals within the Housing Action Plan will only be reached via partnerships throughout the valley. Nested Strategies is currently working closely with the City's Housing Strategist and various organizations to create a 'philanthropy coordination model' and a 'housing project portfolio' for partners to use.

Sustainability Impact

There is no sustainability impact.

Financial Impact

The Warm Springs portion (30%) can be funded via the existing professional services budget and the housing portion (70%) was budgeted in the FY23 Housing budget.

<u>Attachments</u>

Amendment Agreement to Contract #20638



Proposed Scope of Work and Cost Estimate Philanthropic Counsel for Warm Spring Preserve and Ketchum Housing Action Plan

The Warm Springs Preserve was recently acquired as the culmination of a comprehensive fundraising campaign to raise \$9M. To ensure long-term success, there will need to be clear communication and coordination of donor-related aspects of the Preserve opening and master plan process. This scope is to manage the transition through the master plan process and ensure the City of Ketchum is set-up to manage the donor aspects of Warm Springs Preserve.

Additionally, the City of Ketchum and various partners put tremendous efforts into the Ketchum Housing Action Plan. For the housing aspect of this scope, the focus will be on creating a philanthropy coordination model to fund workforce housing projects in Ketchum and regionally-specific housing projects. The ultimate result will be a system for tracking, sharing, and amplifying philanthropic avenues for funding housing.

Carter Cox of Nested Strategies will work with the mayor and City of Ketchum staff to support and accomplish the following:

1) Warm Springs Preserve

- a) Work with Spur Community Foundation on wrap-up for acquisition campaign
- b) Provide counsel and support through the master plan process
- c) Work with City of Ketchum staff to develop and refine communication materials and supporting talking points throughout master plan
- d) Research and write grants to support revegetation and restoration work
- e) Support City of Ketchum and Wood River Land Trust to transition fundraising from the acquisition campaign to revegetation and restoration plan
- f) Support planning and follow-up for WSP fundraising events
- g) Assist with donor thank you protocols and follow-up
- h) Work with City of Ketchum to plan WSP stewardship and communication beyond the master plan

2) Ketchum Housing Action Plan

Interim City Clerk

- a) Create philanthropy coordination model for funding housing
- b) Create housing project "portfolio" for all Housing Action Plan partners to use
- c) Create mechanism to collect housing project "portfolio"

It is estimated that Warm Springs Preserve will require 30% of the scope and the Housing Action Plan philanthropy coordination will be 70%.

Proposed Schedule and Pricing - 6 months (May-October) \$125 per hour not to exceed 30 hours per month.

Total Maximum Scope Cost: \$22,500		
	Neil Bradshaw Mayor	
Lisa Enourato		



October 17, 2022

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

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

Recommendation and Summary

Staff recommends the City Council review, take public comment, and hold the second reading of Interim Ordinance 1234 related to residential density and downtown vibrancy within the city. As proposed, the ordinance would be in effect for a period of 365 days (1 year) while the permanent ordinance is prepared.

Recommended Motion: "I move to approve the third reading of Interim Ordinance 1234, and adopt Interim Ordinance 1234, as read by title only."

Reason for Recommendation:

- Businesses are closing, reducing hours, and struggling to hire new staff.
- Ketchum lacks available office, retail, and restaurant space, limiting the ability for businesses to start or expand within Ketchum.
- Ketchum has a severe shortage of housing, which has a negative impact on businesses, the vibrancy of the downtown, and the community.
- Development permitted under the current zoning regulations result in low-density residential development in areas where the 2014 Ketchum Comprehensive Plan envisions medium to high density residential and vibrant mixed-use development
- The Planning and Zoning Commission (the "Commission") reviewed the draft ordinance at a special meeting on August 16, 2022, and recommended the ordinance be forwarded to City Council for review and adoption.
- The City Council held first reading of Interim Ordinance 1234 and motioned to continue the process for a second reading on September 19, 2022.

Introduction and Background

The first reading of the ordinance was held on September 19, 2022, followed by the second reading of the ordinance on October 3, 2022. At each reading, staff provided background information on the process to date, overview of the proposed ordinance, comments from the Planning and Zoning Commission, and staff recommendations moving forward as attachments to the staff report. Attachment C to this staff report includes these items for review.

At the second reading, the City Attorney notified the City Council of a proposed change in the draft ordinance related to the effective date of the ordinance and applicability of applications in process at the time of adoption. A redline of the ordinance is included in Attachment A that clarifies the applicability and removes the clause requiring a preapplication review meeting with Planning and Zoning Commission to be exempt from the proposed ordinance. Staff also filled in pertinent dates in the whereas clauses. A clean version of the ordinance is included in Attachment B for reference.

Sustainability

The proposed interim ordinance has the potential to create positive change for the city's sustainability goals. Increased housing density in the community core and ski base areas has the potential to reduce commuting distances between home and work for Ketchum's workforce. This, in turn, could decrease emissions from single passenger vehicles. Additionally, the interim ordinance provides exemptions for certain commercial uses and limits the amount of parking constructed in new projects. By reducing parking requirements, the city further encourages the use of alternative transportation options such as walking, biking, or public transportation.

Financial Impact

The interim ordinance may result in increased revenue from impact fees associated with the construction of additional housing units, however, this will depend on the number of development projects each year.

Attachments

- A. Interim Ordinance 1234 redline
- B. Interim Ordinance 1234 clean
- C. Staff Report and Attachments September 19, 2022 City Council Hearing



ATTACHMENT A: Interim Ordinance 1234 Redline

ORDINANCE 1234

AN INTERIM ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, TO IMPLEMENT REVISED DEVELOPMENT STANDARDS **THAT** REOUIRE MINIMUM RESIDENTIAL DENSITIES IN CERTAIN ZONE DISTRICTS FOR CERTAIN PROJECTS; REGULATE THE CONSOLIDATION OF LOTS IN CERTAIN ZONE DISTRICTS; PROHIBIT THE REDUCTION OF DWELLING UNITS IN **CONJUNTION WITH** DEVELOPMENT PROJECTS; CLARIFY REQUIREMENTS FOR RETAIL AND OFFICE USES IN THE CC AND T ZONE DISTRICTS; AMEND THE USES PERMITTED IN THE CC-2 AND A PORTION OF THE T ZONE DISTRICT; ADD REQUIREMENTS FOR DEVELOPMENTS WITHIN CERTAIN ZONE DISTRICTS RELATED TO SQUARE FOOTAGE OF USES, LOCATION OF USES, AND PARKING; AND ADD DESIGN REVIEW CRITERIA FOR DEVELOPMENTS IN CERTAIN ZONE DISTRICTS: PROVIDING FOR PUBLICATION BY SUMMARY; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE AND A SUNSET DATE.

WHEREAS, Idaho Code Section 67-6524 authorizes local jurisdictions to enact interim ordinances, effective up to one (1) year, during the pendency of preparation and adoption of a permanent ordinance; and

WHEREAS, the State of Idaho and the Idaho Housing and Finance Association has stated that access to workforce housing has become a statewide challenge impacting urban, rural, and resort communities, resulting in a proposal for a state-led gap financing program for development of workforce housing; and

WHEREAS, the 2014 Ketchum Comprehensive Plan identifies ten core values vital to the City's ability to achieve its vision including 1) A Strong and Diverse Economy, 2) Vibrant Downtown, and 4) A Variety of Housing Options; and

WHEREAS, the City of Ketchum (the "City") is experiencing a significant population increase and a severe shortage of housing for the local workforce at all income levels which is threatening the livelihood and straining the resources of the City, its citizens, and its businesses; and

WHEREAS, businesses in Ketchum have been forced to reduce operating hours in the past two years due to lack of workforce; and

WHEREAS, the City's average annual population growth rate is approximately 1%, however, the population of the City increased 25% from 2019 to 2020; and

WHEREAS, the City collects housing specific data and is developing a Housing Action Plan to address the immediate need for more housing in the City; and

WHEREAS, the City lost 475 long-term rental and ownership housing units from 2000 to 2019; and

- **WHEREAS,** in addition to the 475 housing units lost, the Housing Action Plan Summary and Findings identify the need to build, convert, or stabilize between 65 and 100 housing units annually in the City to ensure adequate housing for the City's workforce and support the dynamic demands of a resort community economy; and
- **WHEREAS,** from 1990 to 2009, approximately 290 units were constructed for an average of 15 units per year. From 2010 to 2020, only 92 units were constructed for an average of 9 units per year, a significant decrease from previous years; and
- **WHEREAS**, the City is experiencing an increase in the redevelopment of property as more than half of the City's housing stock was built before 1980 and there are a limited number of vacant properties within city limits; and
- **WHEREAS**, development permitted under the current zoning regulations result in low-density residential development in areas where the 2014 Ketchum Comprehensive Plan envisions medium to high density residential and vibrant mixed-use development; and
- **WHEREAS**, staff presented options for addressing housing issues to the Planning and Zoning Commission at a special meeting on February 15, 2022. At that meeting, the Planning and Zoning Commission directed staff to prepare a draft emergency ordinance reflecting proposed changes for review; and
- **WHEREAS**, the Planning and Zoning Commission met on March 8, 2022, and March 29, 2022, to discuss the draft emergency ordinance and obtain public input related to the proposed changes and recommended on March 29, 2022, the emergency ordinance be adopted by City Council; and
- WHEREAS, the City Council met on April 18, 2022, to review the draft emergency ordinance and recommendation from the Planning and Zoning Commission. At said meeting, the City Council declined to approve the emergency ordinance as presented and directed staff to conduct additional community engagement and prepare an interim ordinance reflecting additional feedback from the community; and
- **WHEREAS,** the City conducted a community workshop to gather additional feedback on the proposed changes June 28, 2022, attended by members of the City Council, Planning and Zoning Commission, and the public. Said workshop was followed by a community survey requesting feedback on the same topic; and
- **WHEREAS,** the Planning and Zoning Commission held a public hearing on August 16, 2022 to review this interim ordinance, as prepared by staff, reflecting significant feedback from the community; and
- WHEREAS, the Planning and Zoning Commission recommended approval of this interim ordinance at a special meeting on August 16, 2022; and
- **WHEREAS,** the City Council held a public hearing on September 19, 2022 to review the interim ordinance, information from staff, and recommendations from the Planning and Zoning Commission; and

WHEREAS, The City Council held [insert number of readings] three readings of the interim ordinance on [insert dates of hearings] September 19, 2022, October 3, 2022, and October 17, 2022, resulting in approval of this interim ordinance; and

WHEREAS, the Planning and Zoning Commission hearings and City Council hearings were duly noticed per the requirements of Idaho Code Section 67-6509; and

WHEREAS, the provisions of this ordinance are temporary in nature and shall expire three hundred and sixty five (365) days after the adoption of this interim ordinance; and

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

Section 1. The following interim regulations and standards apply to any Building Permit, Pre-Application Design Review, Design Review, Subdivision, or Conditional Use Permit application deemed complete <u>for vesting purposes</u> after the effective date of this Ordinance filed pursuant to Title 16 - Subdivision Regulations and Title 17 - Zoning Regulations. <u>Pre-application Design Review and Mountain Overlay Preapplication Design Review applications that have been reviewed by the Planning and Zoning Commission at one review meeting prior to the effective date of this ordinance are not subject to the provisions contained herein. Wherever any provision in Title 16 or Title 17 or any other ordinance, rule or regulation of any kind contain standards covering the same subject matter, the standards of this Ordinance shall apply.</u>

- **Section 2.** All zoning districts referenced in this ordinance are pursuant to Ketchum Municipal Code (the "KMC") Chapter 17.18 *Zoning Districts* and abbreviated as referenced. All terms in this ordinance are defined in Section 17.08.020 *Terms Defined* and 16.04.020-*Definitions* of the KMC with the addition of the following:
 - A. Consolidation the action or process of combining more than one lot or unit into a single lot or unit.
 - B. Residential Density the number of dwelling units per square feet of lot area.
- **Section 3.** Developments subject to Design Review approval pursuant to KMC 17.96 *Design Review* or 17.104 *Mountain Overlay Zoning District* that have conducted a preapplication design review meeting with the Commission, as required or voluntary, must file a complete Design Review Permit application and pay all required fees within 180 calendar days of the last review meeting on the preapplication with the Commission, otherwise the preapplication review will become null and void.
- **Section 4.** There shall now be minimum residential densities for new development projects or expansions of existing buildings that exceed a total floor area ratio (FAR) of 1.0 within Subdistrict 1 and Subdistrict 2 of the CC zone district and 0.5 FAR in the T, T-3000, T-4000, and GR-H zone districts as follows:

Zone District	Minimum Residential Density Required (units/SF)			
CC	100% Residential Development			
Subdistricts 1 and 2	7 / 5,500			
		Mixed Use	Development	
	≤ 30%	31-60%	61-80%	≥ 80%
	Commercial	Commercial	Commercial	Commercial
	4 / 5,500	3 / 5,500	2 / 5,500	No Minimum except when residential units are provided, there shall be a minimum of 2 units
Т	100% Residential Development			
	≤ 30%	31-60%	10,000 61-80%	≥ 80%
	Commercial	Commercial	Commercial	Zommercial
T 2000	4 / 10,000	3 / 10,000	2 / 10,000	No Minimum except when residential units are provided, there shall be a minimum of 2 units
T-3000	4 / 10,000			
T-4000	8 / 10,000			
GR-H	8 / 10,000			

- A. For purposes of calculating commercial area for minimum residential densities, commercial square footage shall include all permitted and conditionally permitted uses identified in KMC Section 17.12.020 *District Use Matrix* under the categories of "Commercial" or "Public and Institutional".
- B. Percent commercial shall be calculated by dividing the total commercial square footage by the Gross Floor Area for the project.
- C. Total commercial square footage shall be calculated using the total area of commercial uses on all floors in a building or portion of a building measured from the interior walls, excluding:
 - a. Common areas
 - b. Mechanical and maintenance equipment rooms
 - c. Parking areas and/or garages
 - d. Public areas

- D. Minimum densities identified in Section 4 may be adjusted subject to the review and approval of a Conditional Use Permit by the Planning and Zoning Commission.
- **Section 5.** There shall now be standards for the consolidation of lots. Additionally, there shall be a specific application type, process, and additional standards for the review and approval of the consolidation of lots as follows:
 - A. Consolidation of lots within the City shall be permitted in certain zone districts as follows:

Zone District	Consolidation of Lots
CC - Subdistricts 1 and 2	Permitted subject to additional standards
T	Permitted subject to additional standards
T-3000	Permitted subject to additional standards
T-4000	Permitted subject to additional standards
GR-H	Permitted subject to additional standards
GR-L	Permitted subject to waiver
LR, LR-1, and LR-2	Permitted subject to waiver
STO-1, STO-4, and STO-H	Permitted subject to waiver
LI, LI-2, and LI-3	Permitted subject to additional standards
RU and AF	Permitted subject to additional standards

^{*}Additional Standards are outlined in Subsection F. The waiver process is as outlined in KMC Section 16.04.130.

- B. The definition of "Readjustment of Lot Lines" in KMC Section 16.04.020 *Definitions*, also known as Lot Line Shifts, shall no longer include the "removal of lot lines".
- C. Consolidation of lots may only be considered pursuant to the requirements and standards of KMC Section 16.04.030 *Procedure for Subdivision Approval*.
- D. All preliminary plat applications for consolidation of lots shall only be considered when submitted concurrently with a building permit application or land use development application as applicable.
- E. The final plat for consolidation of lots shall not be signed by the City Clerk and recorded until the proposed development has received one or both of the following as applicable:
 - 1. A certificate of occupancy issued by the City of Ketchum; and
 - 2. Completion of all design review elements as approved by the Planning and Zoning Administrator.
- F. In addition to KMC Section 16.04.040, all preliminary plat applications for consolidation of lots shall comply with the following criteria:
 - 1. The preliminary plat application is in conformance with all applicable building permit and land use development approvals.
 - 2. The preliminary plat application is in conformance with all applicable Zoning Regulations contained within Title 17 Zoning Regulations.

- 3. The preliminary plat application is found to be in general conformance with the comprehensive plan in effect at the time the application was deemed complete.
- **Section 6.** No demolition permit shall be issued pursuant to Chapter 15.16 of the KMC that results in the net loss in the total number of residential units currently existing on a property as of the effective date of this ordinance. The following standards apply to all properties within the City:
 - A. Development of property, in any zone district, may not result in the net loss of dwelling units.
 - B. Total number of dwelling units shall be calculated including all listed or defined dwelling unit uses and terms in the KMC such as, but not limited to, "dwelling, one family", "dwelling, multi-family", "dwelling unit, accessory", and "work/live unit".
 - C. No demolition permit shall be issued for any structure until a building permit application for a replacement project on the property and required fees have been accepted by the City and deemed complete.
 - D. Reduction in number of residential units may be permitted subject to the review and approval of a Conditional Use Permit by the Planning and Zoning Commission prior to submittal of a demolition permit application.
 - E. In the event of imminent and substantial danger to the health or safety of the public due to neglect or condemnation of the building as determined by the building official or his/her designee, a building may be demolished prior to redevelopment pursuant to the requirements of KMC Section 15.16.030. Prior to demolition of the structure(s), a development agreement shall be entered into between the owner of the property and the City of Ketchum stipulating the total number of units required at the time of development of the property. Said development agreement shall be recorded against the property with the office of the Blaine County, Idaho, Clerk and Recorder.
- **Section 7.** There shall be no parking required for individual retail spaces of 5,500 square feet or less within the Community Core (CC) and Tourist (T) zoning districts.
- **Section 8.** There shall be no parking required for the first 5,500 square feet of office space of a project within the Community Core and Tourist zone districts.
- **Section 9.** New developments on properties within the Tourist zone district that include frontage along River Street from S Leadville Ave to S 2nd Ave, as shown in Exhibit A, shall be subject to the uses permitted and conditionally permitted and associated footnotes for the Community Core Mixed Use subdistrict (CC-2) as outlined in KMC 17.12.020 District Use Matrix.
- **Section 10.** Properties within the Community Core Mixed Use subdistrict (CC-2), as shown on Exhibit B, shall be subject to the following:
 - A. Ground floor residential with street frontage is not permitted.
- **Section 11.** Developments within the CC Subdistrict 1 and 2, T (Leadville to 2nd Ave fronting River Street) not exempt from Design Review are subject to the following standards:

- A. For mixed-use developments, a minimum of 55% of the gross floor area, as defined in KMC 17.08.020, of the ground floor must be commercial use(s).
- B. Community housing units are not permitted within basements.
- C. Individual residential dwelling units cannot exceed a total square footage of 3,000 square feet. Total square footage shall be calculated as the total area of residential space within a single residential unit measured from the interior walls. For residential units with multiple floors, staircases and elevators shall be included in the calculation on the first level of the residential unit only.
- D. Developments shall not provide a total number of parking spaces above the minimum parking requirements per KMC 17.125.040 *Off Street Parking and Loading Calculations*, unless the additional parking spaces are designated for public parking use only or for deed restricted community housing units.
- **Section 12.** Requirements outlined in Sections 10 and 11 of this ordinance may be adjusted subject to the review and approval of a Conditional Use Permit by the Planning and Zoning Commission.
- **Section 13.** All development subject to Design Review pursuant to KMC Section 17.96.010, shall meet the following additional criteria:
 - A. The design and uses of the development generally conform with the goals, policies, and objectives of the comprehensive plan.
- **Section 14.** This ordinance shall be in full force and effect from and after its passage and approval and shall remain in effect for a period not to exceed three hundred and sixty-five (365) days from its effective date, pursuant to Idaho Code Section 67-6524.
- **Section 15. SAVINGS AND SEVERABILITY CLAUSE:** It is hereby declared to be the legislative intent that the provisions and parts of this Ordinance shall be severable. If any paragraph, part, section, subsection, sentence clause or phrase of this Ordinance is for any reason held to be invalid for any reason by a Court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.
- **Section 16. REPEALER CLAUSE**: All City of Ketchum Ordinances or resolutions or parts thereof which are in conflict herewith are hereby repealed.
- **Section 17**. **PUBLICATION:** This Ordinance, or a summary thereof in compliance with Section 50-901A, Idaho Code, substantially in the form annexed hereto as Exhibit "A" shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.
- **Section 18. EFFECTIVE DATE:** This Ordinance shall be in full force and effect from and after its passage, approval, and publication according to law.

PASSED BY THE CITY COUNCIL and APPROVED bon this day of 2022.	by the MAYOR OF KETCHUM IDAHO,
	APPROVED:
	Neil Bradshaw, Mayor
ATTEST:	
Lisa Enourato Interim City Clerk	



ATTACHMENT B: Interim Ordinance 1234 - Clean

EXHIBIT A: PUBLICATION SUMMARY

ORDINANCE 1234

AN INTERIM ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, TO IMPLEMENT REVISED DEVELOPMENT STANDARDS **THAT** MINIMUM RESIDENTIAL DENSITIES IN CERTAIN ZONE DISTRICTS FOR CERTAIN PROJECTS; REGULATE THE CONSOLIDATION OF LOTS IN CERTAIN ZONE DISTRICTS; PROHIBIT THE REDUCTION OF DWELLING UNITS IN **CONJUNTION WITH** DEVELOPMENT PROJECTS; CLARIFY REQUIREMENTS FOR RETAIL AND OFFICE USES IN THE CC AND T ZONE DISTRICTS; AMEND THE USES PERMITTED IN THE CC-2 AND A PORTION OF THE T ZONE DISTRICT; ADD REQUIREMENTS FOR DEVELOPMENTS WITHIN CERTAIN ZONE DISTRICTS RELATED TO SQUARE FOOTAGE OF USES, LOCATION OF USES, AND PARKING; AND ADD DESIGN REVIEW CRITERIA FOR DEVELOPMENTS IN CERTAIN ZONE DISTRICTS; PROVIDING FOR PUBLICATION BY SUMMARY; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE AND A SUNSET DATE.

A summary of the principal provisions of Ordinance No. 1234 of the City of Ketchum, Blaine County, Idaho, adopted on October 17, 2022, is as follows:

SECTION 1.	Applicability of the ordinance.		
SECTION 2.	Reference to terms defined and added.		
SECTION 3.	Requirements for submittal of final Design Review applications following preapplication meetings with Planning and Zoning Commission.		
SECTION 4.	Minimum residential densities for certain zone districts as outlined and method for calculation of minimum residential density requirements.		
SECTION 5.	Standards for consolidation of lots within the City of Ketchum.		
SECTION 6.	Restrictions for the reduction in number of residential units from redevelopment of property.		
SECTION 7.	Parking exemption for retail uses.		
SECTION 8.	Parking exemption for office uses.		
SECTION 9.	Permitted and conditionally permitted uses for certain properties along River Street in the Tourist Zone District.		

Restrictions on ground floor residential on certain properties within the SECTION 10. Community Core. Development requirements in certain zone districts for square feet of SECTION 11. commercial use(s), size of residential units, location of community housing units, parameters for exceeding minimum parking requirements. **SECTION 12.** Allowance for a conditional use permit to waive requirements of Sections 10 and 11 of the ordinance. Revision to Design Review criteria to add requirement of general **SECTION 13.** comprehensive plan conformance. Term of the ordinance. **SECTION 14.** Provides a savings and severability clause. **SECTION 15.** Provides a repealer clause. **SECTION 16. SECTION 17.** Provides for publication of this Ordinance by Summary. Establishes an effective date. SECTION 18. The full text of this Ordinance is available at the City Clerk's Office, Ketchum City Hall, 191 5th Street West, Ketchum, Idaho 83340 and will be provided to any citizen upon personal request during normal office hours. ATTEST: APPROVED: Lisa Enourato, Interim City Clerk Neil Bradshaw, Mayor

ORDINANCE 1234

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WHEREAS, Idaho Code Section 67-6524 authorizes local jurisdictions to enact interim ordinances, effective up to one (1) year, during the pendency of preparation and adoption of a permanent ordinance; and

WHEREAS, the State of Idaho and the Idaho Housing and Finance Association has stated that access to workforce housing has become a statewide challenge impacting urban, rural, and resort communities, resulting in a proposal for a state-led gap financing program for development of workforce housing; and

WHEREAS, the 2014 Ketchum Comprehensive Plan identifies ten core values vital to the City's ability to achieve its vision including 1) A Strong and Diverse Economy, 2) Vibrant Downtown, and 4) A Variety of Housing Options; and

WHEREAS, the City of Ketchum (the "City") is experiencing a significant population increase and a severe shortage of housing for the local workforce at all income levels which is threatening the livelihood and straining the resources of the City, its citizens, and its businesses; and

WHEREAS, businesses in Ketchum have been forced to reduce operating hours in the past two years due to lack of workforce; and

WHEREAS, the City's average annual population growth rate is approximately 1%, however, the population of the City increased 25% from 2019 to 2020; and

WHEREAS, the City collects housing specific data and is developing a Housing Action Plan to address the immediate need for more housing in the City; and

WHEREAS, the City lost 475 long-term rental and ownership housing units from 2000 to 2019; and

- **WHEREAS,** in addition to the 475 housing units lost, the Housing Action Plan Summary and Findings identify the need to build, convert, or stabilize between 65 and 100 housing units annually in the City to ensure adequate housing for the City's workforce and support the dynamic demands of a resort community economy; and
- **WHEREAS,** from 1990 to 2009, approximately 290 units were constructed for an average of 15 units per year. From 2010 to 2020, only 92 units were constructed for an average of 9 units per year, a significant decrease from previous years; and
- **WHEREAS**, the City is experiencing an increase in the redevelopment of property as more than half of the City's housing stock was built before 1980 and there are a limited number of vacant properties within city limits; and
- **WHEREAS**, development permitted under the current zoning regulations result in low-density residential development in areas where the 2014 Ketchum Comprehensive Plan envisions medium to high density residential and vibrant mixed-use development; and
- **WHEREAS**, staff presented options for addressing housing issues to the Planning and Zoning Commission at a special meeting on February 15, 2022. At that meeting, the Planning and Zoning Commission directed staff to prepare a draft emergency ordinance reflecting proposed changes for review; and
- **WHEREAS**, the Planning and Zoning Commission met on March 8, 2022, and March 29, 2022, to discuss the draft emergency ordinance and obtain public input related to the proposed changes and recommended on March 29, 2022, the emergency ordinance be adopted by City Council; and
- WHEREAS, the City Council met on April 18, 2022, to review the draft emergency ordinance and recommendation from the Planning and Zoning Commission. At said meeting, the City Council declined to approve the emergency ordinance as presented and directed staff to conduct additional community engagement and prepare an interim ordinance reflecting additional feedback from the community; and
- **WHEREAS,** the City conducted a community workshop to gather additional feedback on the proposed changes June 28, 2022, attended by members of the City Council, Planning and Zoning Commission, and the public. Said workshop was followed by a community survey requesting feedback on the same topic; and
- **WHEREAS,** the Planning and Zoning Commission held a public hearing on August 16, 2022 to review this interim ordinance, as prepared by staff, reflecting significant feedback from the community; and
- WHEREAS, the Planning and Zoning Commission recommended approval of this interim ordinance at a special meeting on August 16, 2022; and
- **WHEREAS,** the City Council held a public hearing on September 19, 2022 to review the interim ordinance, information from staff, and recommendations from the Planning and Zoning Commission; and

WHEREAS, The City Council held three readings of the interim ordinance on September 19, 2022, October 3, 2022, and October 17, 2022, resulting in approval of this interim ordinance; and

WHEREAS, the Planning and Zoning Commission hearings and City Council hearings were duly noticed per the requirements of Idaho Code Section 67-6509; and

WHEREAS, the provisions of this ordinance are temporary in nature and shall expire three hundred and sixty five (365) days after the adoption of this interim ordinance; and

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

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 - A. Consolidation the action or process of combining more than one lot or unit into a single lot or unit.
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- **Section 4.** There shall now be minimum residential densities for new development projects or expansions of existing buildings that exceed a total floor area ratio (FAR) of 1.0 within Subdistrict 1 and Subdistrict 2 of the CC zone district and 0.5 FAR in the T, T-3000, T-4000, and GR-H zone districts as follows:

Zone District	Minimum Residential Density Required (units/SF)			
CC	100% Residential Development			
Subdistricts 1 and 2		77	5,500	
			Development	
	≤ 30%	31-60%	61-80%	≥ 80%
	Commercial	Commercial	Commercial	Commercial
	4 / 5,500	3 / 5,500	2 / 5,500	No Minimum except when residential units are provided, there shall be a minimum of 2 units
T	100% Residential Development			
	7 / 10,000			
	≤ 30%	31-60%	61-80%	≥ 80%
	Commercial	Commercial	Commercial	Commercial
	4 / 10,000	3 / 10,000	2 / 10,000	No Minimum except when residential units are provided, there shall be a minimum of 2 units
T-3000	4 / 10,000			
T-4000	8 / 10,000			
GR-H	8 / 10,000			

- A. For purposes of calculating commercial area for minimum residential densities, commercial square footage shall include all permitted and conditionally permitted uses identified in KMC Section 17.12.020 *District Use Matrix* under the categories of "Commercial" or "Public and Institutional".
- B. Percent commercial shall be calculated by dividing the total commercial square footage by the Gross Floor Area for the project.
- C. Total commercial square footage shall be calculated using the total area of commercial uses on all floors in a building or portion of a building measured from the interior walls, excluding:
 - a. Common areas
 - b. Mechanical and maintenance equipment rooms
 - c. Parking areas and/or garages
 - d. Public areas

- D. Minimum densities identified in Section 4 may be adjusted subject to the review and approval of a Conditional Use Permit by the Planning and Zoning Commission.
- **Section 5.** There shall now be standards for the consolidation of lots. Additionally, there shall be a specific application type, process, and additional standards for the review and approval of the consolidation of lots as follows:
 - A. Consolidation of lots within the City shall be permitted in certain zone districts as follows:

Zone District	Consolidation of Lots
CC - Subdistricts 1 and 2	Permitted subject to additional standards
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RU and AF	Permitted subject to additional standards

^{*}Additional Standards are outlined in Subsection F. The waiver process is as outlined in KMC Section 16.04.130.

- B. The definition of "Readjustment of Lot Lines" in KMC Section 16.04.020 *Definitions*, also known as Lot Line Shifts, shall no longer include the "removal of lot lines".
- C. Consolidation of lots may only be considered pursuant to the requirements and standards of KMC Section 16.04.030 *Procedure for Subdivision Approval*.
- D. All preliminary plat applications for consolidation of lots shall only be considered when submitted concurrently with a building permit application or land use development application as applicable.
- E. The final plat for consolidation of lots shall not be signed by the City Clerk and recorded until the proposed development has received one or both of the following as applicable:
 - 1. A certificate of occupancy issued by the City of Ketchum; and
 - 2. Completion of all design review elements as approved by the Planning and Zoning Administrator.
- F. In addition to KMC Section 16.04.040, all preliminary plat applications for consolidation of lots shall comply with the following criteria:
 - 1. The preliminary plat application is in conformance with all applicable building permit and land use development approvals.
 - 2. The preliminary plat application is in conformance with all applicable Zoning Regulations contained within Title 17 Zoning Regulations.

- 3. The preliminary plat application is found to be in general conformance with the comprehensive plan in effect at the time the application was deemed complete.
- **Section 6.** No demolition permit shall be issued pursuant to Chapter 15.16 of the KMC that results in the net loss in the total number of residential units currently existing on a property as of the effective date of this ordinance. The following standards apply to all properties within the City:
 - A. Development of property, in any zone district, may not result in the net loss of dwelling units.
 - B. Total number of dwelling units shall be calculated including all listed or defined dwelling unit uses and terms in the KMC such as, but not limited to, "dwelling, one family", "dwelling, multi-family", "dwelling unit, accessory", and "work/live unit".
 - C. No demolition permit shall be issued for any structure until a building permit application for a replacement project on the property and required fees have been accepted by the City and deemed complete.
 - D. Reduction in number of residential units may be permitted subject to the review and approval of a Conditional Use Permit by the Planning and Zoning Commission prior to submittal of a demolition permit application.
 - E. In the event of imminent and substantial danger to the health or safety of the public due to neglect or condemnation of the building as determined by the building official or his/her designee, a building may be demolished prior to redevelopment pursuant to the requirements of KMC Section 15.16.030. Prior to demolition of the structure(s), a development agreement shall be entered into between the owner of the property and the City of Ketchum stipulating the total number of units required at the time of development of the property. Said development agreement shall be recorded against the property with the office of the Blaine County, Idaho, Clerk and Recorder.
- **Section 7.** There shall be no parking required for individual retail spaces of 5,500 square feet or less within the Community Core (CC) and Tourist (T) zoning districts.
- **Section 8.** There shall be no parking required for the first 5,500 square feet of office space of a project within the Community Core and Tourist zone districts.
- **Section 9.** New developments on properties within the Tourist zone district that include frontage along River Street from S Leadville Ave to S 2nd Ave, as shown in Exhibit A, shall be subject to the uses permitted and conditionally permitted and associated footnotes for the Community Core Mixed Use subdistrict (CC-2) as outlined in KMC 17.12.020 District Use Matrix.
- **Section 10.** Properties within the Community Core Mixed Use subdistrict (CC-2), as shown on Exhibit B, shall be subject to the following:
 - A. Ground floor residential with street frontage is not permitted.
- **Section 11.** Developments within the CC Subdistrict 1 and 2, T (Leadville to 2nd Ave fronting River Street) not exempt from Design Review are subject to the following standards:

- A. For mixed-use developments, a minimum of 55% of the gross floor area, as defined in KMC 17.08.020, of the ground floor must be commercial use(s).
- B. Community housing units are not permitted within basements.
- C. Individual residential dwelling units cannot exceed a total square footage of 3,000 square feet. Total square footage shall be calculated as the total area of residential space within a single residential unit measured from the interior walls. For residential units with multiple floors, staircases and elevators shall be included in the calculation on the first level of the residential unit only.
- D. Developments shall not provide a total number of parking spaces above the minimum parking requirements per KMC 17.125.040 *Off Street Parking and Loading Calculations*, unless the additional parking spaces are designated for public parking use only or for deed restricted community housing units.
- **Section 12.** Requirements outlined in Sections 10 and 11 of this ordinance may be adjusted subject to the review and approval of a Conditional Use Permit by the Planning and Zoning Commission.
- **Section 13.** All development subject to Design Review pursuant to KMC Section 17.96.010, shall meet the following additional criteria:
 - A. The design and uses of the development generally conform with the goals, policies, and objectives of the comprehensive plan.
- **Section 14.** This ordinance shall be in full force and effect from and after its passage and approval and shall remain in effect for a period not to exceed three hundred and sixty-five (365) days from its effective date, pursuant to Idaho Code Section 67-6524.
- **Section 15. SAVINGS AND SEVERABILITY CLAUSE:** It is hereby declared to be the legislative intent that the provisions and parts of this Ordinance shall be severable. If any paragraph, part, section, subsection, sentence clause or phrase of this Ordinance is for any reason held to be invalid for any reason by a Court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.
- **Section 16. REPEALER CLAUSE**: All City of Ketchum Ordinances or resolutions or parts thereof which are in conflict herewith are hereby repealed.
- **Section 17**. **PUBLICATION:** This Ordinance, or a summary thereof in compliance with Section 50-901A, Idaho Code, substantially in the form annexed hereto as Exhibit "A" shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.
- **Section 18. EFFECTIVE DATE:** This Ordinance shall be in full force and effect from and after its passage, approval, and publication according to law.

PASSED BY THE CITY COUNCIL and APPROVED bon this day of 2022.	by the MAYOR OF KETCHUM IDAHO,
	APPROVED:
	Neil Bradshaw, Mayor
ATTEST:	
Lisa Enourato Interim City Clerk	

EXHIBIT A: PUBLICATION SUMMARY

ORDINANCE 1234

AN INTERIM ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, TO IMPLEMENT REVISED DEVELOPMENT STANDARDS **THAT** MINIMUM RESIDENTIAL DENSITIES IN CERTAIN ZONE DISTRICTS FOR CERTAIN PROJECTS; REGULATE THE CONSOLIDATION OF LOTS IN CERTAIN ZONE DISTRICTS; PROHIBIT THE REDUCTION OF DWELLING UNITS IN **CONJUNTION WITH** DEVELOPMENT PROJECTS; CLARIFY REQUIREMENTS FOR RETAIL AND OFFICE USES IN THE CC AND T ZONE DISTRICTS; AMEND THE USES PERMITTED IN THE CC-2 AND A PORTION OF THE T ZONE DISTRICT; ADD REQUIREMENTS FOR DEVELOPMENTS WITHIN CERTAIN ZONE DISTRICTS RELATED TO SQUARE FOOTAGE OF USES, LOCATION OF USES, AND PARKING; AND ADD DESIGN REVIEW CRITERIA FOR DEVELOPMENTS IN CERTAIN ZONE DISTRICTS; PROVIDING FOR PUBLICATION BY SUMMARY; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE AND A SUNSET DATE.

A summary of the principal provisions of Ordinance No. 1234 of the City of Ketchum, Blaine County, Idaho, adopted on October 17, 2022, is as follows:

SECTION 1.	Applicability of the ordinance.		
SECTION 2.	Reference to terms defined and added.		
SECTION 3.	Requirements for submittal of final Design Review applications following preapplication meetings with Planning and Zoning Commission.		
SECTION 4.	Minimum residential densities for certain zone districts as outlined and method for calculation of minimum residential density requirements.		
SECTION 5.	Standards for consolidation of lots within the City of Ketchum.		
SECTION 6.	Restrictions for the reduction in number of residential units from redevelopment of property.		
SECTION 7.	Parking exemption for retail uses.		
SECTION 8.	Parking exemption for office uses.		
SECTION 9.	Permitted and conditionally permitted uses for certain properties along River Street in the Tourist Zone District.		

Restrictions on ground floor residential on certain properties within the SECTION 10. Community Core. Development requirements in certain zone districts for square feet of SECTION 11. commercial use(s), size of residential units, location of community housing units, parameters for exceeding minimum parking requirements. **SECTION 12.** Allowance for a conditional use permit to waive requirements of Sections 10 and 11 of the ordinance. Revision to Design Review criteria to add requirement of general **SECTION 13.** comprehensive plan conformance. Term of the ordinance. **SECTION 14.** Provides a savings and severability clause. **SECTION 15.** Provides a repealer clause. **SECTION 16. SECTION 17.** Provides for publication of this Ordinance by Summary. Establishes an effective date. SECTION 18. The full text of this Ordinance is available at the City Clerk's Office, Ketchum City Hall, 191 5th Street West, Ketchum, Idaho 83340 and will be provided to any citizen upon personal request during normal office hours. ATTEST: APPROVED: Lisa Enourato, Interim City Clerk Neil Bradshaw, Mayor



ATTACHMENT C: Staff Report and Attachments – September 19, 2022 City Council Hearing



September 19, 2022

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

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

Recommendation and Summary

Staff recommends the City Council review, take public comment, and adopt Interim Ordinance 1234 related to residential density and downtown vibrancy within the city. As proposed, the ordinance would be in effect for a period of 365 days (1 year) while the permanent ordinance is prepared.

Reason for Recommendation:

- Businesses are closing, reducing hours, and struggling to hire new staff.
- Ketchum lacks available office, retail, and restaurant space, limiting the ability for businesses to start or expand within Ketchum.
- Ketchum has a severe shortage of housing, which has a negative impact on businesses, the vibrancy of the downtown, and the community.
- Development permitted under the current zoning regulations result in low-density residential development in areas where the 2014 Ketchum Comprehensive Plan envisions medium to high density residential and vibrant mixed-use development
- The Planning and Zoning Commission (the "Commission") reviewed the draft ordinance at a special meeting on August 16, 2022, and recommended the ordinance be forwarded to City Council for review and adoption.

Introduction and Background

The long-term vibrancy of the downtown and the strength of Ketchum's economy is dependent on housing inventory, housing affordability and sufficient commercial space available to a wide variety of services, retail, office, restaurants, and other uses that support the community. The

City of Ketchum is tackling housing affordability through the program and policy initiatives associated with implementing the Housing Action Plan, adopted by City Council on May 9, 2022. The city's development regulations are one of the primary tools in our toolbox that can directly influence the amount and type of housing built to fulfill the community needs in a thoughtful way.

An emergency ordinance targeted at addressing housing inventory was evaluated by the Commission and City Council during a series of meetings in February, March, and April of this year. At the City Council meeting on April 18, 2022, the council did not support adoption of an emergency ordinance. The City Council requested staff conduct additional community outreach to garner feedback on the proposed regulation changes and proceed with an interim ordinance under standard noticing and hearing procedures. A detailed background of the project, overview of all meetings conducted, and links to meeting recordings and packet information can be found in the staff report attachments for the August 16, 2022 hearing with the Commission included as Attachment C of this staff report.

Following City Council direction, the city hosted a facilitated interactive community workshop to discuss the future vibrancy of Ketchum, the role of housing in that vibrancy, and the proposed changes to the city's development regulations. The city also published an online survey as a follow up to the workshop to facilitate broader participation and feedback from the community. The workshop was attended by 23 members of the community and the city received 158 responses to the online survey. Both opportunities for engagement were publicized using a variety of outreach methods including newspaper ads, targeted email communications, social media platforms, and physical postings in high traffic areas throughout the city.

A full recap of the workshop and online survey results can be found in Attachment C of this report. The general community feedback indicated that development trends in Ketchum are not positive for the future vibrancy of the downtown and housing production in the city. Overall, participants at the workshop and in the survey were generally supportive of the proposed changes in the interim ordinance with some recommendations for improvement.

Based on all the feedback received, a revised ordinance was drafted for consideration by the Commission at a special meeting on August 16, 2022. Staff provided the Commission with an extensive overview of elements in the ordinance that remained the same, and what elements changed. Staff also provided the Commission an overview of feedback received from the community that was not incorporated into the revised ordinance. The staff report and all attachments provided to the Commission can be found in Attachment C.

The Commission recommended approval of the interim ordinance, with some revisions, with a vote of 3-1. Some of the revisions were simple clarifications, however, the Commission recommended changes to three main elements of the ordinance that warrant discussion by the City Council as follows:

- <u>Applicability of Ordinance</u> The revised ordinance applied to all application types except for preapplication design review applications. The Commission recommends that applicants who have a preapplication deemed complete be exempt from the ordinance.
- <u>Location of Community Housing Units</u> The revised ordinance prohibited community housing units to be located within basements. The Commission recommends some flexibility for developments with larger numbers of community housing units to have community housing units in basements.
- <u>Comprehensive Plan Conformance</u> The revised ordinance proposes to add a criterion to the Design Review approval process that requires general conformance with the comprehensive plan. The Commission had a lengthy discussion of whether this provision is necessary and what the benefits of the provision are.

Below is an overview of the discussion related to each item above and staff's recommendations for the interim ordinance. A redline and clean version of the proposed interim ordinance can be found in Attachments A and B respectively. The redline shows changes recommended by the Planning and Zoning Commission and staff recommendations of policy discussions outlined below.

Analysis

Applicability

Section 1 of the draft ordinance stated that the ordinance would apply to all applications deemed complete after the effective date of the ordinance. More specifically, preapplications for design review without a final design review application deemed complete prior to the effective date would be subject to the new ordinance. The Commission expressed concern with this approach, commenting that the city should honor projects that are going through the preapplication process and have invested significant time and resources with staff and the Commission. The Commission recommended that any preapplication design review deemed complete prior to the effective date should not be subject to the ordinance provided there is a timeframe by which the final design review application is submitted.

For background, a preapplication design review is an informal high-level review of a project by the Commission that results in general feedback and guidance. There is no notice to the public or action taken by the Commission, no formal "approval" of or "vesting" of a development. Projects that complete the final design review process become vested once the Commission formally adopts the Findings of Fact for the final design review application.

Although staff agrees that some latitude should be given to projects working in good faith through the process, staff believes that projects that have already received Commission feedback during a preapplication design review is the appropriate milestone to exempt projects from the interim ordinance rather than act of deeming a pre-design application complete. The reason is that at the time of an application being deemed complete, the only feedback the

applicant has received is from staff. The Commission has not had the opportunity to review the project and provide direction to the applicant on whether or not the project should move forward to formal design review. Therefore, Section 1 of the interim ordinance in Attachments A and B reflects that developments with a preapplication design review that have conducted at least one review meeting with the Commission are exempt from the interim ordinance. Additionally, as recommended by the Commission, Section 3 of the ordinance requires that a final design review application must be filed within 180 calendar days of the last review meeting with the Commission on the preapplication.

Location of Community Housing Units

Section 11.B of the interim ordinance states that developments in certain areas cannot place community housing units in basements. Basements are areas below finished grade. The purpose of this provision is to ensure that community housing units for Ketchum's workforce are of a livability standard similar to market rate residential units within Ketchum. Generally, developments place on-site community housing units in the less desirable areas of a development. Most commonly, these are ground floor areas off alleys or on the back sides of buildings with less light and less marketable views; however, staff has seen an increase in community housing units proposed in basements in recent years.

The Commission adopted a policy statement on April 12, 2022, stating that successful projects do not place community housing units in basements. However, the Commission further discussed this element at their August 16, 2022 meeting. Acknowledging that design of a building can be done in a thoughtful way for basement units, the Commission indicated that for projects providing higher number of community housing units, some flexibility should be provided by allowing some of the units to be in basements. The Commission recommended there be a tiered system that outlines the number of community housing units permitted in the basement based on the total number of community housing units provided.

Staff understands the Commission's desire to provide additional flexibility, however, the Planning and Building staff and the city's Housing Strategist do not encourage placement of community housing units in basements as it has the potential to increase stigmas associated with community housing and concentrates the city's local workforce in units not comparable to the livability characteristics of market rate units that include decks or balconies, open views of the outdoors, or multiple exterior openings providing natural light and cross breeze allowing for fresh air circulation.

Community housing is already stigmatized and is at risk of continued stigmatization due to bias associated with historical perspectives. Additionally, basement-living is typically associated with poverty and desperation ¹ and basement-dwellers have often been demonized, othered and

¹ Heise, Thomas. (2010). Urban underworlds: A geography of twentieth-century American literature and culture. Rutgers University Press.; Moga, Stephen. (2020). The urban lowlands: A history of neighborhoods, poverty and planning. University of Chicago Press.

even seen as uncivilized.² This is in large part because basements are not desirable for most – and are typically physically and mentally unhealthy living spaces which is why they are historically more affordable.

Housing with limited natural light directly effects mental health, including increasing depression, anxiety, and sleeping challenges.³ Physical characteristics of basements are generally considered higher risk for tenants due to hazards such as pests, indoor air quality issues, severe temperature shifts, heightened noise, mold and fire hazards.⁴ Ketchum's adopted building code requires a minimal amount of natural light and air for life safety concerns only. Only one exterior opening per sleeping room is required. This means that a studio or one bedroom unit would only require one 5 square foot exterior window with access to a window well and one interior access to an exit stair. New construction is not likely to display the hazards mentioned above within the first few years if constructed appropriately. However, as the building ages these hazards may become prevalent dependent on the amount of maintenance and upkeep of the property which the city has limited control over.

Many communities adopt specific livability standards within their adopted Housing Guidelines. For instance, Teton County and Town of Jackson Wyoming have livability standards related to size of units, size of areas within units, storage requirements, finishing, kitchen facilities, and number of interior and exterior windows and doors. The Blaine County Housing Authority's Community Housing Guidelines include standards for sizes of units based on income category and recommendations for amount of storage, types of appliances, sound insulation and location of individual entries. However, the BCHA housing guidelines do not include any guidance for number of exterior openings and do not address the importance of access to natural light and air.

Staff recommends the City Council prohibit the placement of community housing units in basements as stated in the draft ordinance, however, if the City Council desires to provide more flexibility to developments with higher numbers of community housing units, staff recommends that the interim ordinance reflect the following parameters:

² Moga, Stephen. (2020). The urban lowlands: A history of neighborhoods, poverty and planning. University of Chicago Press.; Otter, Chis. (2008). The victorian eye: A political history of light and vision in Britain, 1800–1910. University of Chicago Press.

³ Bell, Briana. (2020). How basement living can affect mental health. Broadview. https://broadview.org/basement-apartments-mental-health/

⁴ Environmental Health Sciences Center: Healthy Homes. University of Rochester. https://www.urmc.rochester.edu/environmental-health-sciences/community-engagement-core/projects-partnerships/healthy-homes/tour/basement.aspx

Total Number of Community	Maximum Number of
Housing Units	Community Housing Units
	Permitted in Basement
1-2 units	0
3-4 units	1
5 or more	2

Staff also recommends that during the interim period of the ordinance, the city develop a separate policy document outlining livability standards for community housing units in basements.

Comprehensive Plan Conformance

Section 13 of the interim ordinance proposes to add a criterion to the review and approval of developments subject to design review. The criteria states that "The design and uses of the development generally conform with the goals, policies, and objectives of the comprehensive plan." This criterion was initially proposed in the emergency ordinance and carried through to the interim ordinance. Staff recommends this provision for the following reasons:

- The 2014 Comprehensive Plan is the guiding document for all land use decisions and
 policies within the City of Ketchum and was the result of a long and extensive
 community engagement effort. Adoption of the comprehensive plan represents a
 common agreement between community members as to the vision of the community
 and how to get there.
- Requiring general conformance with the comprehensive plan ensures that all land use decisions forward the city's goals for the community's future.
- Reviewing and considering the adopted comprehensive plan in land use decisions is considered a best practice and commonly used in many municipalities across the country. In Idaho specifically, McCall, Coeur D'Alene, and Sandpoint have comprehensive plan conformance as part of the design review criteria depending on the application type.
- Staff often provides an analysis of conformance with the comprehensive plan as information for the Commission, however, the analysis cannot be relied upon for approval or denial of an application.
- Without the provision, the Commission would not have the legal authority to deny an application that does not meet the city's goals if all other code provisions are met.

The city received public comment questioning the legality of the provision under the Idaho Local Land Use Planning Act and expressed concerns related to the subjectivity of the criteria and the uncertainty that it will create for the development community. Following public comment, the Commission conducted an extensive dialogue as to the necessity of this provision, discussing the pros and cons of the provision and reflecting on previous experiences

when staff has provided an analysis of comprehensive plan conformance for consideration. Below is an overview of the main points discussed:

- Discussion related to how this provision is different from the design review process today and what the addition of this criteria changes. Staff clarified that this provision memorializes the significance of the comprehensive plan and legally allows for developments to be evaluated against the comprehensive plan in addition to the other design review criteria.
- Discussion related to whether the provision is necessary with the other revisions contained within the interim ordinance. If all the proposed changes are adopted, the city should be closer to achieving the stated goals of the comprehensive plan.
- Acknowledgement that it is challenging to craft a code that accounts for every single type of development that may be proposed and this provision is a tool available when those situations arise.
- Applicants should be familiar with the comprehensive plan and design with the goals
 and objectives in mind but acknowledged that if it is not required it may not always be
 considered.
- Discussion related to how the comprehensive plan and zoning code are aligned currently. Staff mentioned that there are some inconsistencies between the two documents, and this would help reconcile those inconsistencies through the review process.
- The provision requires a subjective review by staff and the Commission, although the
 Commission is the final decision maker on the criteria. Analysis of the conformance with
 the comprehensive plan should be broad and not be used to approve or deny a project
 based on one single phrase in the plan, but a holistic review of all attributes of the
 development.
- It should be the decision of the City Council as to the full authority of the Commission and whether the City Council is supportive of providing this additional scope to the Commission's charge.

Additionally, in response to public comment, the Commission requested clarification from staff on the legality of including this provision for design review applications. Staff consulted with the city attorney following the August 16, 2022 and confirmed the following:

- Although design review applications are not specifically listed as an application type in the Idaho Local Land Use Planning Act (LLUPA), the statute is written in a way that encompasses any applications adopted through the ordinance adoption process outlined in LLUPA.
- LLUPA and subsequent case law state that a city must define criteria by which an application is evaluated. The City has the discretion to stipulate exactly what criteria will be used to review, and ultimately deny or approve an application provided that the criteria has been adopted through the ordinance adoption process outlined in LLUPA.

Conclusion

Ultimately, the Commission voted to recommend approval of the interim ordinance (3-1) with the recommended changes as outlined above.

Next Steps

If the ordinance is adopted by Council, staff will begin the process for preparing the permanent ordinance including additional research, community outreach, and drafting.

<u>Attachments</u>

- A. Interim Ordinance 1234 Redline
- B. Interim Ordinance 1234 Clean
- C. Staff Report and Attachments August 16, 2022 Hearing with the Planning and Zoning Commission
- D. Public Comment



CITY COUNCIL ATTACHMENT A: Interim Ordinance 1234 - Redline

ORDINANCE 1234

AN INTERIM ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, TO IMPLEMENT REVISED DEVELOPMENT STANDARDS **THAT** REOUIRE MINIMUM RESIDENTIAL DENSITIES IN CERTAIN ZONE DISTRICTS FOR CERTAIN PROJECTS; REGULATE THE CONSOLIDATION OF LOTS IN CERTAIN ZONE DISTRICTS; PROHIBIT THE REDUCTION OF DWELLING UNITS IN **CONJUNTION WITH** DEVELOPMENT PROJECTS; CLARIFY REQUIREMENTS FOR RETAIL AND OFFICE USES IN THE CC AND T ZONE DISTRICTS; AMEND THE USES PERMITTED IN THE CC-2 AND A PORTION OF THE T ZONE DISTRICT; ADD REQUIREMENTS FOR DEVELOPMENTS WITHIN CERTAIN ZONE DISTRICTS RELATED TO SQUARE FOOTAGE OF USES, LOCATION OF USES, AND PARKING; AND ADD DESIGN REVIEW CRITERIA FOR DEVELOPMENTS IN CERTAIN ZONE DISTRICTS; PROVIDING FOR PUBLICATION BY SUMMARY; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE AND A SUNSET DATE.

WHEREAS, Idaho Code Section 67-6524 authorizes local jurisdictions to enact interim ordinances, effective up to one (1) year, during the pendency of preparation and adoption of a permanent ordinance; and

WHEREAS, the State of Idaho and the Idaho Housing and Finance Association has stated that access to workforce housing has become a statewide challenge impacting urban, rural, and resort communities, resulting in a proposal for a state-led gap financing program for development of workforce housing; and

WHEREAS, the 2014 Ketchum Comprehensive Plan identifies ten core values vital to the City's ability to achieve its vision including 1) A Strong and Diverse Economy, 2) Vibrant Downtown, and 4) A Variety of Housing Options; and

WHEREAS, the City of Ketchum (the "City") is experiencing a significant population increase and a severe shortage of housing for the local workforce at all income levels which is threatening the livelihood and straining the resources of the City, its citizens, and its businesses; and

WHEREAS, businesses in Ketchum have been forced to reduce operating hours in the past two years due to lack of workforce; and

WHEREAS, the City's average annual population growth rate is approximately 1%, however, the population of the City increased 25% from 2019 to 2020; and

WHEREAS, the City collects housing specific data and is developing a Housing Action Plan to address the immediate need for more housing in the City; and

WHEREAS, the City lost 475 long-term rental and ownership housing units from 2000 to 2019; and

- **WHEREAS,** in addition to the 475 housing units lost, the Housing Action Plan Summary and Findings identify the need to build, convert, or stabilize between 65 and 100 housing units annually in the City to ensure adequate housing for the City's workforce and support the dynamic demands of a resort community economy; and
- **WHEREAS,** from 1990 to 2009, approximately 290 units were constructed for an average of 15 units per year. From 2010 to 2020, only 92 units were constructed for an average of 9 units per year, a significant decrease from previous years; and
- **WHEREAS**, the City is experiencing an increase in the redevelopment of property as more than half of the City's housing stock was built before 1980 and there are a limited number of vacant properties within city limits; and
- **WHEREAS**, development permitted under the current zoning regulations result in low-density residential development in areas where the 2014 Ketchum Comprehensive Plan envisions medium to high density residential and vibrant mixed-use development; and
- WHEREAS, staff presented options for addressing housing issues to the Planning and Zoning Commission at a special meeting on February 15, 2022. At that meeting, the Planning and Zoning Commission directed staff to prepare a draft emergency ordinance reflecting proposed changes for review; and
- **WHEREAS**, the Planning and Zoning Commission met on March 8, 2022, and March 29, 2022, to discuss the draft emergency ordinance and obtain public input related to the proposed changes and recommended on March 29, 2022, the emergency ordinance be adopted by City Council; and
- WHEREAS, the City Council met on April 18, 2022, to review the draft emergency ordinance and recommendation from the Planning and Zoning Commission. At said meeting, the City Council declined to approve the emergency ordinance as presented and directed staff to conduct additional community engagement and prepare an interim ordinance reflecting additional feedback from the community; and
- **WHEREAS,** the City conducted a community workshop to gather additional feedback on the proposed changes June 28, 2022, attended by members of the City Council, Planning and Zoning Commission, and the public. Said workshop was followed by a community survey requesting feedback on the same topic; and
- WHEREAS, the Planning and Zoning Commission held a public hearing on [insert date] August 16, 2022 to review this interim ordinance, as prepared by staff, reflecting significant feedback from the community; and
- WHEREAS, the Planning and Zoning Commission recommended approval of this interim ordinance at their regulara special meeting on August 16, 2022[insert date]; and
- **WHEREAS,** the City Council held a public hearing on [insert date]September 19, 2022 to review the interim ordinance, information from staff, and recommendations from the Planning and Zoning Commission; and

WHEREAS, The City Council held [*insert number of readings*] readings of the interim ordinance on [*insert dates of hearings*] resulting in approval of this interim ordinance; and

WHEREAS, the Planning and Zoning Commission hearings and City Council hearings were duly noticed per the requirements of Idaho Code Section 67-6509; and

WHEREAS, the provisions of this ordinance are temporary in nature and shall expire three hundred and sixty five (365) days after the adoption of this interim ordinance; and

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

Section 1. The following interim regulations and standards apply to any Building Permit, Pre-Application Design Review, Design Review, Subdivision, or Conditional Use Permit application deemed complete after the effective date of this Ordinance filed pursuant to Title 16 - Subdivision Regulations and Title 17 - Zoning Regulations. Pre-application Design Review and Mountain Overlay Preapplication Design Review applications that have been reviewed by the Planning and Zoning Commission at one review meeting prior to with the Commission as of the effective date of this ordinance deemed complete prior to the effective date of this ordinance, that do not have a subsequent Design Review application deemed complete, are not subject to the provisions contained herein. Wherever any provision in Title 16 or Title 17 or any other ordinance, rule or regulation of any kind contain standards covering the same subject matter, the standards of this Ordinance shall apply.

- **Section 2.** All zoning districts referenced in this ordinance are pursuant to Ketchum Municipal Code (the "KMC") Chapter 17.18 *Zoning Districts* and abbreviated as referenced. All terms in this ordinance are defined in Section 17.08.020 *Terms Defined* and 16.04.020-*Definitions* of the KMC with the addition of the following:
 - A. Consolidation the action or process of combining more than one lot or unit into a single lot or unit.
 - B. Residential Density the number of dwelling units per square feet of lot area.

Section 3. Developments subject to Design Review approval pursuant to KMC 17.96 – *Design Review* or 17.104 – *Mountain Overlay Zoning District* that have conducted a preapplication design review meeting with the Commission, as required or voluntary, must file a complete Design Review Permit application and pay all required fees within 180 calendar days of the last review meeting on the preapplication with the Commission, otherwise the preapplication review will become null and void.

Section 43. There shall now be minimum residential densities for new development projects or expansions of existing buildings that exceed a total floor area ratio (FAR) of 1.0 within Subdistrict 1 and Subdistrict 2 of the CC zone district and 0.5 FAR in the T, T-3000, T-4000, and GR-H zone districts as follows:

Zone District	Minimum Residential Density Required (units/SF)			
CC	100% Residential Development			
Subdistricts 1 and 2	7 / 5,500			
			Development	
	≤ 30%	31-60%	61-80%	≥ 80%
	Commercial	Commercial	Commercial	Commercial
	4 / 5,500	3 / 5,500	2 / 5,500	No Minimum except when residential units are provided, there shall be a minimum of 2 units
T	100% Residential Development			
	7 / 10,000			
	≤30% Commercial	31-60% Commercial	61-80% Commercial	≥ 80% Commercial
	Commerciai	Commerciai	Commerciai	Commerciai
	4 / 10,000	3 / 10,000	2 / 10,000	No Minimum except when residential units are provided, there shall be a minimum of 2 units
T-3000	4 / 10,000			
T-4000	8 / 10,000			
GR-H	8 / 10,000			

- A. For purposes of calculating commercial area for minimum residential densities, commercial square footage shall include all permitted and conditionally permitted uses identified in KMC Section 17.12.020 *District Use Matrix* under the categories of "Commercial" or "Public and Institutional".
- B. Percent commercial shall be calculated by dividing the total commercial square footage by the Gross Floor Area for the project.
- C. Total commercial square footage shall be calculated using the total area of commercial uses on all floors in a building or portion of a building measured from the interior walls, excluding:
 - a. Common areas
 - b. Mechanical and maintenance equipment rooms
 - c. Parking areas and/or garages
 - d. Public areas

- D. Minimum densities identified in Section 4 may be adjusted subject to the review and approval of a Conditional Use Permit by the Planning and Zoning Commission.
- **Section 54.** There shall now be standards for the consolidation of lots. Additionally, there shall be a specific application type, process, and additional standards for the review and approval of the consolidation of lots as follows:
 - A. Consolidation of lots within the City shall be permitted in certain zone districts as follows:

Zone District	Consolidation of Lots
CC - Subdistricts 1 and 2	Permitted subject to additional standards
T	Permitted subject to additional standards
T-3000	Permitted subject to additional standards
T-4000	Permitted subject to additional standards
GR-H	Permitted subject to additional standards
GR-L	Permitted subject to waiver
LR, LR-1, and LR-2	Permitted subject to waiver
STO-1, STO-4, and STO-H	Permitted subject to waiver
LI, LI-2, and LI-3	Permitted subject to additional standards
RU and AF	Permitted subject to additional standards

^{*}Additional Standards are outlined in Subsection F. The waiver process is as outlined in KMC Section 16.04.130.

- B. The definition of "Readjustment of Lot Lines" in KMC Section 16.04.020 *Definitions*, also known as Lot Line Shifts, shall no longer include the "removal of lot lines".
- C. Consolidation of lots may only be considered pursuant to the requirements and standards of KMC Section 16.04.030 *Procedure for Subdivision Approval*.
- D. All preliminary plat applications for consolidation of lots shall only be considered when submitted concurrently with a building permit application or land use development application as applicable.
- E. The final plat for consolidation of lots shall not be signed by the City Clerk and recorded until the proposed development has received one or both of the following as applicable:
 - 1. A certificate of occupancy issued by the City of Ketchum; and
 - 2. Completion of all design review elements as approved by the Planning and Zoning Administrator.
- F. In addition to KMC Section 16.04.040, all preliminary plat applications for consolidation of lots shall comply with the following criteria:
 - 1. The preliminary plat application is in conformance with all applicable building permit and land use development approvals.
 - 2. The preliminary plat application is in conformance with all applicable Zoning Regulations contained within Title 17 Zoning Regulations.

3. The preliminary plat application is found to be in <u>general</u> conformance with the comprehensive plan in effect at the time the application was deemed complete.

Section 65. No demolition permit shall be issued pursuant to Chapter 15.16 of the KMC that results in the net loss in the total number of residential units currently existing on a property as of the effective date of this ordinance. The following standards apply to all properties within the City:

- A. Development of property, in any zone district, may not result in the net loss of dwelling units.
- B. Total number of dwelling units shall be calculated including all listed or defined dwelling unit uses and terms in the KMC such as, but not limited to, "dwelling, one family", "dwelling, multi-family", "dwelling unit, accessory", and "work/live unit".
- C. No demolition permit shall be issued for any structure until a building permit application for a replacement project on the property and required fees have been accepted by the City and deemed complete.
- D. Reduction in number of residential units may be permitted subject to the review and approval of a Conditional Use Permit by the Planning and Zoning Commission prior to submittal of a demolition permit application.
- E. In the event of imminent and substantial danger to the health or safety of the public due to neglect or condemnation of the building as determined by the building official or his/her designee, a building may be demolished prior to redevelopment pursuant to the requirements of KMC Section 15.16.030. Prior to demolition of the structure(s), a development agreement shall be entered into between the owner of the property and the City of Ketchum stipulating the total number of units required at the time of development of the property. Said development agreement shall be recorded against the property with the office of the Blaine County, Idaho, Clerk and Recorder.
- **Section 76.** There shall be no parking required for individual retail spaces of 5,500 square feet or less within the Community Core (CC) and Tourist (T) zoning districts.
- **Section <u>8</u>7.** There shall be no parking required for the first 5,500 square feet of office space of a project within the Community Core and Tourist zone districts.
- **Section 28.** New developments on properties within the Tourist zone district that include frontage along River Street from S Leadville Ave to S 2nd Ave, as shown in Exhibit A, shall be subject to the uses permitted and conditionally permitted and associated footnotes for the Community Core Mixed Use subdistrict (CC-2) as outlined in KMC 17.12.020 District Use Matrix.
- **Section <u>10</u>9.** Properties within the Community Core Mixed Use subdistrict (CC-2), as shown on Exhibit B, shall be subject to the following:
 - A. Ground floor residential with street frontage is not permitted.
- **Section 110.** Developments within the CC Subdistrict 1 and 2, T (Leadville to 2nd Ave fronting River Street) not exempt from Design Review are subject to the following standards:

- A. For mixed-use developments, a minimum of 55% of the gross square feet floor area, as defined in KMC 17.08.020, of the ground floor must be commercial use(s).
- B. Community housing units are not permitted within basements.
- C. Individual residential dwelling units cannot exceed a total square footage of 3,000 square feet. Total square footage shall be calculated as the total area of residential space within a single residential unit measured from the interior walls. For residential units with multiple floors, staircases and elevators shall be included in the calculation on the first level of the residential unit only.
- D. Developments shall not provide a total number of parking spaces above the minimum parking requirements per KMC 17.125.040 *Off Street Parking and Loading Calculations*, unless the additional parking spaces are designated for public parking use only or for deed restricted community housing units.
- **Section 121.** Requirements outlined in Sections <u>109</u> and 1<u>10</u> of this ordinance may be adjusted subject to the review and approval of a Conditional Use Permit by the Planning and Zoning Commission.
- **Section 132.** All development, not exempt from subject to Design Review pursuant to KMC Section 17.96.010, shall meet the following additional criteria:
 - A. The design and uses of the development <u>generally</u> conform with the goals, policies, and objectives of the comprehensive plan.
- **Section 143.** This ordinance shall be in full force and effect from and after its passage and approval and shall remain in effect for a period not to exceed three hundred and sixty-five (365) days from its effective date, pursuant to Idaho Code Section 67-6524.
- Section 154. SAVINGS AND SEVERABILITY CLAUSE: It is hereby declared to be the legislative intent that the provisions and parts of this Ordinance shall be severable. If any paragraph, part, section, subsection, sentence clause or phrase of this Ordinance is for any reason held to be invalid for any reason by a Court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.
- **Section 165. REPEALER CLAUSE**: All City of Ketchum Ordinances or resolutions or parts thereof which are in conflict herewith are hereby repealed.
- **Section 176. PUBLICATION:** This Ordinance, or a summary thereof in compliance with Section 50-901A, Idaho Code, substantially in the form annexed hereto as Exhibit "A" shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.
- **Section 187. EFFECTIVE DATE:** This Ordinance shall be in full force and effect from and after its passage, approval, and publication according to law.

PASSED BY THE CITY COUNCIL and APPROVED by on this day of 2022.	y the MAYOR OF KETCHUM IDAHO,
	APPROVED:
	Neil Bradshaw, Mayor
ATTEST:	
Lisa Fnourato Interim City Clerk	

EXHIBIT A: PUBLICATION SUMMARY

ORDINANCE 1234

AN INTERIM ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, TO IMPLEMENT REVISED DEVELOPMENT STANDARDS **THAT REQUIRE** MINIMUM RESIDENTIAL DENSITIES IN CERTAIN ZONE DISTRICTS FOR CERTAIN PROJECTS; REGULATE THE CONSOLIDATION OF LOTS IN CERTAIN ZONE DISTRICTS; PROHIBIT THE REDUCTION OF DWELLING UNITS IN WITH DEVELOPMENT PROJECTS; CLARIFY CONJUNTION REQUIREMENTS FOR RETAIL AND OFFICE USES IN THE CC AND T ZONE DISTRICTS; AMEND THE USES PERMITTED IN THE CC-2 AND A PORTION OF THE T ZONE DISTRICT; ADD REQUIREMENTS FOR DEVELOPMENTS WITHIN CERTAIN ZONE DISTRICTS RELATED TO SQUARE FOOTAGE OF USES, LOCATION OF USES, AND PARKING; AND ADD DESIGN REVIEW CRITERIA FOR DEVELOPMENTS IN CERTAIN ZONE DISTRICTS; PROVIDING FOR PUBLICATION BY SUMMARY; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE AND A SUNSET DATE.

A summary of the principal provisions of Ordinance No. 1234 of the City of Ketchum, Blaine County, Idaho, adopted on , 2022, is as follows: Applicability of the ordinance. **SECTION 1.** Reference to terms defined and added. **SECTION 2. SECTION 3.** Requirements for submittal of final Design Review applications following preapplication meetings with Planning and Zoning Commission. **SECTION 4.** Minimum residential densities for certain zone districts as outlined and method for calculation of minimum residential density requirements. Standards for consolidation of lots within the City of Ketchum. **SECTION 5. SECTION 6.** Restrictions for the reduction in number of residential units from redevelopment of property. **SECTION 7.** Parking exemption for retail uses. **SECTION 8.** Parking exemption for office uses. Permitted and conditionally permitted uses for certain properties along **SECTION 9.** River Street in the Tourist Zone District.

Restrictions on ground floor residential on certain properties within the SECTION 10. Community Core. Development requirements in certain zone districts for square feet of SECTION 11. commercial use(s), size of residential units, location of community housing units, parameters for exceeding minimum parking requirements. **SECTION 12.** Allowance for a conditional use permit to waive requirements of Sections 10 and 11 of the ordinance. Revision to Design Review criteria to add requirement of general **SECTION 13.** comprehensive plan conformance. Term of the ordinance. **SECTION 14.** Provides a savings and severability clause. **SECTION 15.** Provides a repealer clause. SECTION 16. **SECTION 17.** Provides for publication of this Ordinance by Summary. Establishes an effective date. SECTION 18. The full text of this Ordinance is available at the City Clerk's Office, Ketchum City Hall, 191 5th Street West, Ketchum, Idaho 83340 and will be provided to any citizen upon personal request during normal office hours. ATTEST: APPROVED: Lisa Enourato, Interim City Clerk Neil Bradshaw, Mayor



CITY COUNCIL ATTACHMENT B: Interim Ordinance 1234 - Clean

ORDINANCE 1234

AN INTERIM ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, TO IMPLEMENT REVISED DEVELOPMENT STANDARDS **THAT** REOUIRE MINIMUM RESIDENTIAL DENSITIES IN CERTAIN ZONE DISTRICTS FOR CERTAIN PROJECTS; REGULATE THE CONSOLIDATION OF LOTS IN CERTAIN ZONE DISTRICTS; PROHIBIT THE REDUCTION OF DWELLING UNITS IN **CONJUNTION WITH** DEVELOPMENT PROJECTS; CLARIFY REQUIREMENTS FOR RETAIL AND OFFICE USES IN THE CC AND T ZONE DISTRICTS; AMEND THE USES PERMITTED IN THE CC-2 AND A PORTION OF THE T ZONE DISTRICT; ADD REQUIREMENTS FOR DEVELOPMENTS WITHIN CERTAIN ZONE DISTRICTS RELATED TO SQUARE FOOTAGE OF USES, LOCATION OF USES, AND PARKING; AND ADD DESIGN REVIEW CRITERIA FOR DEVELOPMENTS IN CERTAIN ZONE DISTRICTS; PROVIDING FOR PUBLICATION BY SUMMARY; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE AND A SUNSET DATE.

WHEREAS, Idaho Code Section 67-6524 authorizes local jurisdictions to enact interim ordinances, effective up to one (1) year, during the pendency of preparation and adoption of a permanent ordinance; and

WHEREAS, the State of Idaho and the Idaho Housing and Finance Association has stated that access to workforce housing has become a statewide challenge impacting urban, rural, and resort communities, resulting in a proposal for a state-led gap financing program for development of workforce housing; and

WHEREAS, the 2014 Ketchum Comprehensive Plan identifies ten core values vital to the City's ability to achieve its vision including 1) A Strong and Diverse Economy, 2) Vibrant Downtown, and 4) A Variety of Housing Options; and

WHEREAS, the City of Ketchum (the "City") is experiencing a significant population increase and a severe shortage of housing for the local workforce at all income levels which is threatening the livelihood and straining the resources of the City, its citizens, and its businesses; and

WHEREAS, businesses in Ketchum have been forced to reduce operating hours in the past two years due to lack of workforce; and

WHEREAS, the City's average annual population growth rate is approximately 1%, however, the population of the City increased 25% from 2019 to 2020; and

WHEREAS, the City collects housing specific data and is developing a Housing Action Plan to address the immediate need for more housing in the City; and

WHEREAS, the City lost 475 long-term rental and ownership housing units from 2000 to 2019; and

- **WHEREAS,** in addition to the 475 housing units lost, the Housing Action Plan Summary and Findings identify the need to build, convert, or stabilize between 65 and 100 housing units annually in the City to ensure adequate housing for the City's workforce and support the dynamic demands of a resort community economy; and
- **WHEREAS,** from 1990 to 2009, approximately 290 units were constructed for an average of 15 units per year. From 2010 to 2020, only 92 units were constructed for an average of 9 units per year, a significant decrease from previous years; and
- **WHEREAS**, the City is experiencing an increase in the redevelopment of property as more than half of the City's housing stock was built before 1980 and there are a limited number of vacant properties within city limits; and
- WHEREAS, development permitted under the current zoning regulations result in low-density residential development in areas where the 2014 Ketchum Comprehensive Plan envisions medium to high density residential and vibrant mixed-use development; and
- WHEREAS, staff presented options for addressing housing issues to the Planning and Zoning Commission at a special meeting on February 15, 2022. At that meeting, the Planning and Zoning Commission directed staff to prepare a draft emergency ordinance reflecting proposed changes for review; and
- **WHEREAS**, the Planning and Zoning Commission met on March 8, 2022, and March 29, 2022, to discuss the draft emergency ordinance and obtain public input related to the proposed changes and recommended on March 29, 2022, the emergency ordinance be adopted by City Council; and
- WHEREAS, the City Council met on April 18, 2022, to review the draft emergency ordinance and recommendation from the Planning and Zoning Commission. At said meeting, the City Council declined to approve the emergency ordinance as presented and directed staff to conduct additional community engagement and prepare an interim ordinance reflecting additional feedback from the community; and
- **WHEREAS,** the City conducted a community workshop to gather additional feedback on the proposed changes June 28, 2022, attended by members of the City Council, Planning and Zoning Commission, and the public. Said workshop was followed by a community survey requesting feedback on the same topic; and
- **WHEREAS,** the Planning and Zoning Commission held a public hearing on August 16, 2022 to review this interim ordinance, as prepared by staff, reflecting significant feedback from the community; and
- WHEREAS, the Planning and Zoning Commission recommended approval of this interim ordinance at a special meeting on August 16, 2022; and
- **WHEREAS,** the City Council held a public hearing on September 19, 2022 to review the interim ordinance, information from staff, and recommendations from the Planning and Zoning Commission; and

WHEREAS, The City Council held [*insert number of readings*] readings of the interim ordinance on [*insert dates of hearings*] resulting in approval of this interim ordinance; and

WHEREAS, the Planning and Zoning Commission hearings and City Council hearings were duly noticed per the requirements of Idaho Code Section 67-6509; and

WHEREAS, the provisions of this ordinance are temporary in nature and shall expire three hundred and sixty five (365) days after the adoption of this interim ordinance; and

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

Section 1. The following interim regulations and standards apply to any Building Permit, Pre-Application Design Review, Design Review, Subdivision, or Conditional Use Permit application deemed complete after the effective date of this Ordinance filed pursuant to Title 16 - Subdivision Regulations and Title 17 - Zoning Regulations. Pre-application Design Review and Mountain Overlay Preapplication Design Review applications that have been reviewed by the Planning and Zoning Commission at one review meeting prior to the effective date of this ordinance are not subject to the provisions contained herein. Wherever any provision in Title 16 or Title 17 or any other ordinance, rule or regulation of any kind contain standards covering the same subject matter, the standards of this Ordinance shall apply.

- **Section 2.** All zoning districts referenced in this ordinance are pursuant to Ketchum Municipal Code (the "KMC") Chapter 17.18 *Zoning Districts* and abbreviated as referenced. All terms in this ordinance are defined in Section 17.08.020 *Terms Defined* and 16.04.020-*Definitions* of the KMC with the addition of the following:
 - A. Consolidation the action or process of combining more than one lot or unit into a single lot or unit.
 - B. Residential Density the number of dwelling units per square feet of lot area.

Section 3. Developments subject to Design Review approval pursuant to KMC 17.96 – *Design Review* or 17.104 – *Mountain Overlay Zoning District* that have conducted a preapplication design review meeting with the Commission, as required or voluntary, must file a complete Design Review Permit application and pay all required fees within 180 calendar days of the last review meeting on the preapplication with the Commission, otherwise the preapplication review will become null and void.

Section 4. There shall now be minimum residential densities for new development projects or expansions of existing buildings that exceed a total floor area ratio (FAR) of 1.0 within Subdistrict 1 and Subdistrict 2 of the CC zone district and 0.5 FAR in the T, T-3000, T-4000, and GR-H zone districts as follows:

Zone District	Minimum Residential Density Required (units/SF)				
CC	100% Residential Development				
Subdistricts 1 and 2	7 / 5,500				
	Mixed Use Development				
	≤ 30%	31-60%	61-80%	≥ 80%	
	Commercial	Commercial	Commercial	Commercial	
	4 / 5,500	3 / 5,500	2 / 5,500	No Minimum except when residential units are provided, there shall be a minimum of 2 units	
T	100% Residential Development				
	7/10,000				
	≤ 30% Commercial	31-60% Commercial	61-80% Commercial	≥ 80% Commercial	
	Commercial	Commercial	Commercial	Commerciai	
	4 / 10,000	3 / 10,000	2 / 10,000	No Minimum except when residential units are provided, there shall be a minimum of 2 units	
T-3000	4 / 10,000				
T-4000	8 / 10,000				
GR-H	8 / 10,000				

- A. For purposes of calculating commercial area for minimum residential densities, commercial square footage shall include all permitted and conditionally permitted uses identified in KMC Section 17.12.020 *District Use Matrix* under the categories of "Commercial" or "Public and Institutional".
- B. Percent commercial shall be calculated by dividing the total commercial square footage by the Gross Floor Area for the project.
- C. Total commercial square footage shall be calculated using the total area of commercial uses on all floors in a building or portion of a building measured from the interior walls, excluding:
 - a. Common areas
 - b. Mechanical and maintenance equipment rooms
 - c. Parking areas and/or garages
 - d. Public areas

- D. Minimum densities identified in Section 4 may be adjusted subject to the review and approval of a Conditional Use Permit by the Planning and Zoning Commission.
- **Section 5.** There shall now be standards for the consolidation of lots. Additionally, there shall be a specific application type, process, and additional standards for the review and approval of the consolidation of lots as follows:
 - A. Consolidation of lots within the City shall be permitted in certain zone districts as follows:

Zone District	Consolidation of Lots
CC - Subdistricts 1 and 2	Permitted subject to additional standards
T	Permitted subject to additional standards
T-3000	Permitted subject to additional standards
T-4000	Permitted subject to additional standards
GR-H	Permitted subject to additional standards
GR-L	Permitted subject to waiver
LR, LR-1, and LR-2	Permitted subject to waiver
STO-1, STO-4, and STO-H	Permitted subject to waiver
LI, LI-2, and LI-3	Permitted subject to additional standards
RU and AF	Permitted subject to additional standards

^{*}Additional Standards are outlined in Subsection F. The waiver process is as outlined in KMC Section 16.04.130.

- B. The definition of "Readjustment of Lot Lines" in KMC Section 16.04.020 *Definitions*, also known as Lot Line Shifts, shall no longer include the "removal of lot lines".
- C. Consolidation of lots may only be considered pursuant to the requirements and standards of KMC Section 16.04.030 *Procedure for Subdivision Approval*.
- D. All preliminary plat applications for consolidation of lots shall only be considered when submitted concurrently with a building permit application or land use development application as applicable.
- E. The final plat for consolidation of lots shall not be signed by the City Clerk and recorded until the proposed development has received one or both of the following as applicable:
 - 1. A certificate of occupancy issued by the City of Ketchum; and
 - 2. Completion of all design review elements as approved by the Planning and Zoning Administrator.
- F. In addition to KMC Section 16.04.040, all preliminary plat applications for consolidation of lots shall comply with the following criteria:
 - 1. The preliminary plat application is in conformance with all applicable building permit and land use development approvals.
 - 2. The preliminary plat application is in conformance with all applicable Zoning Regulations contained within Title 17 Zoning Regulations.

- 3. The preliminary plat application is found to be in general conformance with the comprehensive plan in effect at the time the application was deemed complete.
- **Section 6.** No demolition permit shall be issued pursuant to Chapter 15.16 of the KMC that results in the net loss in the total number of residential units currently existing on a property as of the effective date of this ordinance. The following standards apply to all properties within the City:
 - A. Development of property, in any zone district, may not result in the net loss of dwelling units.
 - B. Total number of dwelling units shall be calculated including all listed or defined dwelling unit uses and terms in the KMC such as, but not limited to, "dwelling, one family", "dwelling, multi-family", "dwelling unit, accessory", and "work/live unit".
 - C. No demolition permit shall be issued for any structure until a building permit application for a replacement project on the property and required fees have been accepted by the City and deemed complete.
 - D. Reduction in number of residential units may be permitted subject to the review and approval of a Conditional Use Permit by the Planning and Zoning Commission prior to submittal of a demolition permit application.
 - E. In the event of imminent and substantial danger to the health or safety of the public due to neglect or condemnation of the building as determined by the building official or his/her designee, a building may be demolished prior to redevelopment pursuant to the requirements of KMC Section 15.16.030. Prior to demolition of the structure(s), a development agreement shall be entered into between the owner of the property and the City of Ketchum stipulating the total number of units required at the time of development of the property. Said development agreement shall be recorded against the property with the office of the Blaine County, Idaho, Clerk and Recorder.
- **Section 7.** There shall be no parking required for individual retail spaces of 5,500 square feet or less within the Community Core (CC) and Tourist (T) zoning districts.
- **Section 8.** There shall be no parking required for the first 5,500 square feet of office space of a project within the Community Core and Tourist zone districts.
- **Section 9.** New developments on properties within the Tourist zone district that include frontage along River Street from S Leadville Ave to S 2nd Ave, as shown in Exhibit A, shall be subject to the uses permitted and conditionally permitted and associated footnotes for the Community Core Mixed Use subdistrict (CC-2) as outlined in KMC 17.12.020 District Use Matrix.
- **Section 10.** Properties within the Community Core Mixed Use subdistrict (CC-2), as shown on Exhibit B, shall be subject to the following:
 - A. Ground floor residential with street frontage is not permitted.
- **Section 11.** Developments within the CC Subdistrict 1 and 2, T (Leadville to 2nd Ave fronting River Street) not exempt from Design Review are subject to the following standards:

- A. For mixed-use developments, a minimum of 55% of the gross floor area, as defined in KMC 17.08.020, of the ground floor must be commercial use(s).
- B. Community housing units are not permitted within basements.
- C. Individual residential dwelling units cannot exceed a total square footage of 3,000 square feet. Total square footage shall be calculated as the total area of residential space within a single residential unit measured from the interior walls. For residential units with multiple floors, staircases and elevators shall be included in the calculation on the first level of the residential unit only.
- D. Developments shall not provide a total number of parking spaces above the minimum parking requirements per KMC 17.125.040 *Off Street Parking and Loading Calculations*, unless the additional parking spaces are designated for public parking use only or for deed restricted community housing units.
- **Section 12.** Requirements outlined in Sections 10 and 11 of this ordinance may be adjusted subject to the review and approval of a Conditional Use Permit by the Planning and Zoning Commission.
- **Section 13.** All development subject to Design Review pursuant to KMC Section 17.96.010, shall meet the following additional criteria:
 - A. The design and uses of the development generally conform with the goals, policies, and objectives of the comprehensive plan.
- **Section 14.** This ordinance shall be in full force and effect from and after its passage and approval and shall remain in effect for a period not to exceed three hundred and sixty-five (365) days from its effective date, pursuant to Idaho Code Section 67-6524.
- **Section 15. SAVINGS AND SEVERABILITY CLAUSE:** It is hereby declared to be the legislative intent that the provisions and parts of this Ordinance shall be severable. If any paragraph, part, section, subsection, sentence clause or phrase of this Ordinance is for any reason held to be invalid for any reason by a Court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.
- **Section 16. REPEALER CLAUSE**: All City of Ketchum Ordinances or resolutions or parts thereof which are in conflict herewith are hereby repealed.
- **Section 17**. **PUBLICATION:** This Ordinance, or a summary thereof in compliance with Section 50-901A, Idaho Code, substantially in the form annexed hereto as Exhibit "A" shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.
- **Section 18. EFFECTIVE DATE:** This Ordinance shall be in full force and effect from and after its passage, approval, and publication according to law.

PASSED BY THE CITY COUNCIL and APPROVE on this day of 2022.	ED by the MAYOR OF KETCHUM IDAHO,
	APPROVED:
	Neil Bradshaw, Mayor
ATTEST:	
Lisa Enourato Interim City Clerk	

EXHIBIT A: PUBLICATION SUMMARY

ORDINANCE 1234

AN INTERIM ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, TO IMPLEMENT REVISED DEVELOPMENT STANDARDS **THAT REQUIRE** MINIMUM RESIDENTIAL DENSITIES IN CERTAIN ZONE DISTRICTS FOR CERTAIN PROJECTS; REGULATE THE CONSOLIDATION OF LOTS IN CERTAIN ZONE DISTRICTS; PROHIBIT THE REDUCTION OF DWELLING UNITS IN WITH DEVELOPMENT PROJECTS; CLARIFY CONJUNTION REQUIREMENTS FOR RETAIL AND OFFICE USES IN THE CC AND T ZONE DISTRICTS; AMEND THE USES PERMITTED IN THE CC-2 AND A PORTION OF THE T ZONE DISTRICT; ADD REQUIREMENTS FOR DEVELOPMENTS WITHIN CERTAIN ZONE DISTRICTS RELATED TO SQUARE FOOTAGE OF USES, LOCATION OF USES, AND PARKING; AND ADD DESIGN REVIEW CRITERIA FOR DEVELOPMENTS IN CERTAIN ZONE DISTRICTS; PROVIDING FOR PUBLICATION BY SUMMARY; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE AND A SUNSET DATE.

A summary of the principal provisions of Ordinance No. 1234 of the City of Ketchum, Blaine County, Idaho, adopted on , 2022, is as follows: Applicability of the ordinance. **SECTION 1.** Reference to terms defined and added. **SECTION 2. SECTION 3.** Requirements for submittal of final Design Review applications following preapplication meetings with Planning and Zoning Commission. **SECTION 4.** Minimum residential densities for certain zone districts as outlined and method for calculation of minimum residential density requirements. Standards for consolidation of lots within the City of Ketchum. **SECTION 5. SECTION 6.** Restrictions for the reduction in number of residential units from redevelopment of property. **SECTION 7.** Parking exemption for retail uses. **SECTION 8.** Parking exemption for office uses. Permitted and conditionally permitted uses for certain properties along **SECTION 9.** River Street in the Tourist Zone District.

Restrictions on ground floor residential on certain properties within the SECTION 10. Community Core. Development requirements in certain zone districts for square feet of SECTION 11. commercial use(s), size of residential units, location of community housing units, parameters for exceeding minimum parking requirements. **SECTION 12.** Allowance for a conditional use permit to waive requirements of Sections 10 and 11 of the ordinance. Revision to Design Review criteria to add requirement of general **SECTION 13.** comprehensive plan conformance. Term of the ordinance. **SECTION 14.** Provides a savings and severability clause. **SECTION 15.** Provides a repealer clause. **SECTION 16. SECTION 17.** Provides for publication of this Ordinance by Summary. Establishes an effective date. SECTION 18. The full text of this Ordinance is available at the City Clerk's Office, Ketchum City Hall, 191 5th Street West, Ketchum, Idaho 83340 and will be provided to any citizen upon personal request during normal office hours. ATTEST: APPROVED: Lisa Enourato, Interim City Clerk Neil Bradshaw, Mayor



ATTACHMENT C:

Staff Report and Attachments –
August 16, 2022 Hearing of the
Planning and Zoning
Commission



STAFF REPORT KETCHUM PLANNING AND ZONING COMMISSION SPECIAL MEETING OF AUGUST 16, 2022

INTRODUCTION AND SUMMARY

The 2014 Comprehensive Plan, developed through extensive community conversations, identified "A Strong and Diverse Economy" and a "Vibrant Downtown" as the top two community values for the City of Ketchum. The plan says:

- "Our downtown core is critical to the economic health and well-being of Ketchum." (Value 2, pg 8)
- "Ketchum will work to **retain and help expand** existing independent small local business and corporations." (Goal E-1, pg 16)
- "We will preserve this vibrant commercial area [downtown] as a place where **local businesses can thrive** and where people can congregate." (Value 2, pg 8)
- "We will continue to reinforce the downtown as the city's primary business district, retail core, and key gathering place for residents and visitors." (Value 2, pg 8)
- "We value a **thriving year-round population** of people who can work, live and engage in a dynamic Ketchum community" (Value 1, pg 8)
- "The city will promote the siting of **higher density** housing near public transportation, ski base areas, shopping, and designated neighborhoods and districts." (Policy H-3.1, pg 21)
- "Ketchum will have a **mix of housing types** and styles." (Goal H-3, pg 21)
- "Ketchum will **increase its supply of homes**, including rental and special-needs housing for low, moderate, and median-income households." (Goal H-1, pg 20)

However, some recent development trends are inconsistent with the vision of the comprehensive plan. Specifically, the following trends do not align with the vision for Ketchum:

- Ketchum has a severe shortage of housing, which has a negative impact on businesses, the vibrancy of the downtown, and the community.
- Businesses are closing, reducing hours, and struggling to hire new staff.
- Ketchum lacks available office, retail, and restaurant space, limiting the ability for businesses to start or expand within Ketchum.
- Prime ground floor commercial space in new developments primarily feature luxury residential amenities.
- Upper floors in new developments include large penthouse units, rather than office, other commercial uses, or smaller residential units
- Ketchum lost 475 long term rental and ownership housing units from 2000 to 2019.
- Construction of residential units within Ketchum has decreased significantly since 2009.

The long-term vibrancy of the downtown and the strength of Ketchum's economy is dependent on housing inventory, housing affordability and sufficient commercial space available to a wide variety of services, retail, office, restaurants, and other uses that support the community. The City of Ketchum is tackling housing affordability through the program and policy initiatives associated with implementing the Housing Action Plan, adopted by City Council on May 9, 2022. The city's development regulations are one of the primary tools in our

toolbox that can directly influence the amount and type of housing built to fulfill the community needs in a thoughtful way.

An emergency ordinance targeted at addressing housing inventory was evaluated by the Planning and Zoning Commission and City Council during a series of meetings in February, March, and April of this year. At the City Council meeting on April 18, 2022, the council did not support adoption of an emergency ordinance. The City Council requested staff conduct additional community outreach to garner feedback on the proposed regulation changes and proceed with an interim ordinance under standard noticing and hearing procedures. A detailed background of the project and overview of all meetings conducted with links to meeting recordings and packet information can be found in Attachment A.

Following City Council direction, the city hosted a facilitated interactive community workshop to discuss the future vibrancy of Ketchum, the role of housing in that vibrancy, and the proposed changes to the city's development regulations. The city also published an online survey as a follow up to the workshop to facilitate broader participation and feedback from the community. The workshop was attended by 23 members of the community and the city received 158 responses to the online survey. Both opportunities for engagement were publicized using a variety of outreach methods including newspaper ads, targeted email communications, social media platforms, and physical postings in high traffic areas throughout the city.

A full recap of the workshop and online survey results can be found in Attachment B of this report. The general community feedback indicated that development trends in Ketchum are not positive for the future vibrancy of the downtown and housing production in the city. Overall, participants at the workshop and in the survey were generally supportive of the proposed changes in the interim ordinance with some recommendations for improvement.

Some of the recommendations for improvement encouraged the city to use incentives in the regulations rather than stipulate specific requirements for new developments. The proposed ordinance includes a mix of incentives and specific requirements to achieve the goals but does not incorporate some of the specific incentives recommended from the workshop and survey. Incentives proposed included the consideration of increased FAR bonuses, building height increases, and reduced parking for residential. These recommendations are areas where regulations can incentivize certain development, however, staff does not believe these specific incentives would be supported by the broader community and do not guarantee achievement of the goals outlined above.

When asked what Ketchum would look like in 10 years if development trends continue, some of the most common responses included "increased shortage of housing", "bigger buildings with less variety", and "loss of vibrancy, retail and nightlife in the downtown area". These statements are not reflections of a future community members seek to embrace. However, community members do want to see "more residential housing available". There is a delicate balance between the size of our built environment and achieving the housing density in key areas that we need to serve our community. Staff believes that the current FAR and building heights provide acceptable regulatory parameters for the goals the community has for density if used more efficiently and prioritized appropriately. The community has voiced, through various forums over the past year, that the FAR and building heights permitted within the downtown should not be further increased.

Additionally, the City of Ketchum recently overhauled the parking requirements in the downtown in 2017, creating significant reductions in parking requirements from what was in place prior. Staff does not believe additional parking reductions for residential uses is prudent at this time. Feedback from the online survey showed that parking exemptions for retail and office were generally supported but were the least favored of all the proposed changes with only 63% of respondents indicating that they agree, somewhat agree, or were neutral to the proposed change. All other changes received 78% or greater support. This indicates that although parking exemptions are seen as a tool, we must be thoughtful and judicious in its use.

Based on all the feedback received, a revised ordinance has been drafted for consideration by the Planning and Zoning Commission. The intent of the Ordinance is to support a strong and diverse economy and create a vibrant downtown by:

- Preserving the existing housing units in the city
- Increasing the creation of new housing units in the city
- Increasing available commercial space in the downtown

Below is an overview of what elements in the ordinance have remained the same, and what elements have changed. For changes, staff provides an overview of the analysis that led to the proposed change with all supplemental materials included as attachments to this report. An executive summary of the proposed ordinance and full text of the proposed ordinance can be found as Attachments C and D respectively.

ANALYSIS

As mentioned above and shown in the community outreach recap and survey results (Attachment B), there was general support from the community on the proposed changes to the development regulations. The initial ordinance included the following five items:

- 1. Minimum residential densities required for projects with density bonuses in certain zone districts
- 2. Standards and process changes to the consideration and approval of lot consolidations
- 3. Requirements and restrictions related to the net loss of units through redevelopment or consolidation of units
- 4. Parking Exemptions for retail and office uses within certain zone districts
- 5. Design Review criteria requiring conformance with the 2014 comprehensive plan and policy statements adopted by the Planning and Zoning Commission

No substantial changes have been made to items 1 through 4 of the proposed ordinance, however, revisions to number 5 are recommended. For information related to how items 1 through 4 were developed, please reference Attachment A for links to previous information packets and video recordings and Attachment E for previous studies conducted by outside consultants, data of existing and proposed developments within the city, development scenarios for mixed-use projects, and a Comprehensive Plan land use comparison of each zone district. Feedback during the initial review of the emergency ordinance, at the workshop, and from the online survey reiterated that item 5 was too subjective and created too much uncertainty for the development community. Feedback emphasized that the expectations of outcomes for new developments should be transparent and clear.

The original intent of item 5, as outlined in the staff report for the March 8, 2022 Planning and Zoning Commission, was to "Provide the Commission the ability to ensure all projects receiving a density bonus contribute not only to community housing, but to the vibrancy of the community and the economic stability of Ketchum". Based on review of the 2014 Comprehensive Plan, the 2022 policy statement adopted by the Planning and Zoning Commission (Attachment F), field observations of neighborhood characteristics and development patterns, and feedback from the workshop and survey, staff is recommending additional development standards and requirements instead of item 5 that:

- Are clear, objective, and transparent, and
- Ensure all developments contribute to a vibrant community and the economic stability of Ketchum by:
 - o Increasing the number and types of housing units in and near downtown
 - Facilitating an active vibrant downtown by expanding the areas available for a variety of commercial uses
 - Providing ground floor uses that contribute to a pedestrian oriented experience
 - Reducing the number of unoccupied residential units with ground floor street frontage within the downtown

To achieve the goals stated above, staff proposes the following:

- 1. Change the permitted uses for the properties on the south side of River Street, with River Street frontage, between Leadville Ave and Second Avenue (see Figure 1 below) to match the uses permitted on adjacent properties within the downtown. This change allows for a wider range of commercial uses but limits future development of single-family housing units.
- 2. Change the permitted uses for properties in downtown between 2nd and 5th Streets, from 2nd Ave to the alley between Main Street and Washington Ave (see Figure 4 below) to not allow ground floor residential with street frontage.
- 3. Require new developments in the downtown (CC-1 and CC-2 zone districts) and ski base areas (T zone districts) to meet the following:
 - a. For mixed-use developments, 55% of the gross floor area of the ground floor must be commercial use(s)
 - b. Individual residential units cannot exceed 3,000 square feet of livable area
 - c. Community housing units are not permitted within basements
 - d. Number of parking spaces cannot exceed the minimum required unless for public parking
- 4. All developments subject to design review must be found in conformance with the comprehensive plan

Below is an analysis of each item listed above with associated background information in the attachments to this staff report.

<u>Uses Permitted on River Street Properties</u>

Goal: Expand areas available for commercial use near the downtown and increase the number of housing units in the city.

Staff is recommending that the permitted and conditionally permitted uses on properties fronting River Street between Leadville Ave and and 2nd Ave match the uses permitted and conditionally permitted in the CC-2 zone district. The CC-2 zone district is an area within the downtown shown in speckled yellow in Figure 1. See the area outlined in an orange dashed line on Figure 1 for the properties that would be included in this provision. The Comprehensive Plan designates the Tourist zone south of downtown as "Commercial/Employment" acknowledging that residential uses are important, but that commercial uses supporting the tourism industry should be priority.



Figure 1: River Street properties where permitted uses would change

Currently, this portion of the Tourist zone district is a mix of commercial and hotel uses, but also large single-family residential uses. Some of the office uses that exist are not currently permitted as a use by right. In one case, a former lodging establishment was converted into a single-family residence. Conversions like this are counter to the housing and economic goals of the city, as the number of people housed (even on a short-term basis) decreased and a single-family residence is not as supportive of the needs of the tourism industry as a lodging establishment in walking distance to downtown and ski base area amenities.

Based on statements within the comprehensive plan and the characteristics of this grouping of properties in proximity to downtown, staff believes that allowing for the same types of uses as the Community Core Mixed Use subdistrict (CC-2, shown in yellow in Figure 1) would not only expand the types of commercial uses permitted, but would prohibit the creation of additional single-family dwelling units. Attachment G is a list of

permitted and conditionally permitted uses in the Tourist and CC-2 zone districts for comparison with differences highlighted.

Permitted Uses on Certain Downtown Properties

Goal: Increase the available space for commercial uses in the downtown and reduce the amount of potentially vacant ground floor residential uses with street frontage.

Scarcity of available commercial space in the downtown drives up the price of leasing space and limits the ability of businesses to find start-up space or expand in the downtown. Lack of affordable space in the downtown also draws uses desired for a vibrant downtown, like restaurants and retail, into other areas such as the light-industrial district. Over the past seven years the City of Ketchum has made land use decisions regarding building types and uses in the downtown resulting in an expansion of the areas where ground floor

residential is permitted therefore reducing the space available for

commercial uses.

In 2015, the city of Ketchum repealed and replaced the Form Based Code (in place since 2006) for a more traditional matrix style zoning code. Although the configuration of the downtown subdistricts remained unchanged, the permitted uses in Subdistricts A and B (see Figure 2) changed to allow ground floor residential provided the residential did not have street frontage. Previously, ground floor residential was not permitted at all in Subdistricts A and B. The 2015 code amendment reduced the amount of commercial square footage potentially available.

The most significant change occurred in 2018 when the city consolidated the four subdistricts shown in Figure 2 into two subdistricts: 1) Retail Core and 2) Mixed-Use (see Figure 3). This consolidation eliminated Subdistrict B and allowed ground floor residential with street frontage throughout the entire Mixed-Use subdistrict. The consolidation of subdistricts decreased the total area



Figure 2: 2015 Zone District Map (4 subdistricts)

within the Community Core dedicated to street front ground floor commercial uses by 19.6%.

The 2018 change has proved problematic for the City of Ketchum due to the lucrative luxury residential market. Trends over the past few years have shown that large penthouse residential units and associated amenities will take priority over commercial space without further regulatory guidance. During the community

workshop and the online survey, community members encouraged the evaluation of increasing the size of the downtown as a whole, or just the Retail Core to create more areas where commercial can go to increase the supply.

Commercial uses benefit from the visibility of high traffic vehicular, pedestrian, bicycle, and public transportation corridors. The Retail Core, shown in Figure 3, is a great example of this. Retail, restaurant, and entertainment uses anchor and activate Hwy 75, 4th Street, and Sun Valley Rd encouraging visitors to gather, shop, eat, and be entertained. This concentration of uses also encourages visitors to walk the downtown so see what is around the destination they started from. Staff believes an expansion of the area dedicated to street front ground floor commercial must mirror this same concept, concentrating ground floor commercial uses in high visibility, high

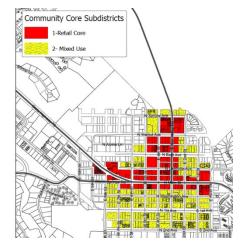


Figure 3: 2018 Zone District Map (2 subdistricts)

traffic areas and positioning 100% residential projects on the outer ring of the downtown, serving as a

transition to the adjacent residential neighborhoods.

Based on this approach, staff recommends prohibiting ground floor residential with street frontage on properties in the downtown between 2nd and 5th Streets, from 2nd Ave to the alley between Main Street and Washington Ave, as shown in Figure 4 to the right. This change will serve as an extension of the 4th Street and Sun Valley Rd Retail Core and will increase the area within the downtown dedicated to street front commercial uses by 43%.

Minimum Commercial Square Footage

Goal: Creating an active and vibrant downtown by increasing the amount of available commercial space.

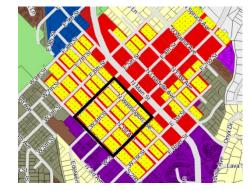


Figure 4: Proposed boundaries where ground floor residential with street frontage is prohibited.

Development trends in the city have shown that the ground floor of mixed-use buildings prioritizes amenities, such as grand residential entries, storage areas, and private garages for larger penthouse units on the upper floors of a development. This trend is problematic as it reduces the amount of ground floor space available for more active uses such as retail, restaurants, and professional services. The policy statement adopted by the Planning and Zoning Commission states that successful projects should "Maximize ground floor restaurant and retail uses".

To quantify the intent of the policy statement, staff recommends that 55% of the gross floor area of the ground floor in mixed-use developments contain commercial uses. By setting a minimum percent of commercial space on the ground floor, development teams will need to evaluate the layout of uses to maximize the amount of ground floor commercial and minimize space dedicated to non-commercial uses. To develop this recommendation, staff consulted the development scenarios created by Love Schack Architecture, reviewed the percent commercial on proposed projects in the downtown, and compared other mountain resort regulations.

The Love Schack development scenarios assumed between 3600-4,000 SF of commercial floor area on the ground floor and demonstrated how that development model can be achieved with adequate surface parking off the alley. Please see the Love Schack development scenarios in Attachment E. In these scenarios, just over half of that square footage would need to be commercial. This leaves the remaining amount for circulation, storage, parking, garbage, and mechanical space needs.

Peer resort communities such as the City of Aspen and the City of Crested Butte prioritize ground floor commercial uses by restricting certain uses to the back of the property by not allowing the use within 40 feet of the front property boundary. This approach achieves the goal of stipulating ground floor uses but does not provide a lot of design flexibility for properties accommodating on site surface parking in the rear.

In review of proposed projects within the downtown, many of the projects would not meet the 55% threshold primarily due to the placement of residential units on the ground floor, inclusion of oversized private garages with storage for penthouse units, or parking required for office uses. Requiring 55% of the ground floor as commercial uses minimizes the inclusion of ground floor residential units, will encourage the inclusion of smaller residential units with parking exemptions, deter oversized private garages that usually count towards gross floor area, and encourage the minimization of residential lobbies.

Size of Residential Units

Goal: Increase the number of housing units and provide a variety of housing sizes and types in the downtown.

As discussed above, development trends in the downtown have resulted in an increase in the number of large penthouse units, vacant most of the year, rather than more units that have a variety of sizes and layouts within a development. Staff recommends a maximum square footage on residential units of 3,000 square feet. In recent years, projects receiving FAR density bonuses are maximizing the square footage of developments for the creation of larger units, rather than simply providing more units of a variety of types and sizes. See Attachment H for a list of example projects within the downtown. As outlined in KMC 17.124.040.B.1, the purpose of the FAR density bonus incentive is to "encourage new development to include a reasonable supply of affordable and resident occupied workforce housing for sale or rent, to help meet the demand and needs for housing of the community's employees", not to build large penthouses that function much like the single-family homes that are prohibited in the downtown and vacant most of the year.

Placing a maximum square footage on residential units, combined with minimum density requirements, increases the total potential number of units within a building utilizing the FAR density bonus program. The City of Aspen limits the net livable square footage of all units (free market or community housing) to 2,000 square feet in the Commercial Core. Staff is supportive of limiting square footage of residential units to 2,000 square feet, however, the Planning and Zoning Commission provided feedback to staff during review of the emergency ordinance that proposed changes should not eliminate the ability of developments to provide some larger units in a building to subsidize other uses. As such, staff recommends a maximum individual square footage of 3,000 square feet. This allows for a large unit, but also encourages projects to creatively accommodate additional smaller residential units, increasing the total number of units in a project.

Location of Community Housing Units

Goal: Ensure that community housing units for Ketchum's workforce are of a livability standard similar to market rate residential units within Ketchum.

The Planning and Zoning Commission policy statement adopted on April 12, 2022, states that successful projects do not place community housing units in basements. Generally, developments place on-site community housing units in the less desirable areas of a development. Most commonly, these are ground floor areas off alleys or on the back sides of buildings with less light and less marketable views. Although this is understandable to a certain extent, the Planning and Zoning Commission felt that basement community housing units did not provide basic livability standards such as access to adequate light and air. As such, staff recommends that this provision in the policy statement be codified.

Parking

Goal: Reduce the amount of ground floor area dedicated to parking.

The policy statement referenced above also indicates that projects should not provide more parking than what is required by code unless the parking is dedicated for public use. Staff believes this provision to be in line with the goals of the interim ordinance and reflects recommendations by the Planning and Zoning Commission. Staff recommends that this require can be adjusted through the review and approval of a conditional use permit for unique or extenuating circumstances.

Conformance with Comprehensive Plan

Goal: Ensure projects forward the goals and objectives of the Ketchum Comprehensive Plan.

Staff recommends that all projects subject to design review demonstrate conformance with the comprehensive plan. The 2014 Comprehensive Plan is the guiding document for all land use decisions and policies within the City of Ketchum and was the result of a long and extensive community engagement effort.

Adoption of the comprehensive plan represents a common agreement between community members as to the vision of the community and how to get there. It is common across the country to see a standard of approval or criteria in land use regulations related to comprehensive plan conformance, and it is seen as a best practice. This ensures that all land use decisions are evaluated against the goals, policies, and objectives the community as a whole has agreed to.

STAFF RECOMMENDATION

Staff request the Commission consider the information above and make a recommendation on the proposed ordinance.

ATTACHMENTS:

- A. Ordinance Background and Timeline
- B. Community Outreach Recap and Survey Results
- C. Executive Summary Draft Ordinance 1234
- D. Full Text Draft Ordinance 1234
- E. Love Schack Development Study, Density Study by Zone District, Comprehensive Plan Comparison, Development Scenarios
- F. Policy Statement for Community Core, Tourist, and GR-H Projects
- G. Permitted Use Comparison for CC-2 and T Zone Districts
- H. Residential Unit Mix and Sizes for Downtown Developments
- I. Public Comment



ATTACHMENT A: Ordinance Background and Timeline

Interim Ordinance 1234 Background and Timeline

The City Council, Planning and Zoning Commission, and Urban Renewal Agency acknowledged the housing crisis during a joint work session on February 8, 2022, and identified short- term actions that could be taken by each entity based on their role, authority, and capacity. In that meeting, the Commission also expressed concern about the type of development projects occurring in the downtown and the long-term impact on the vibrancy and housing inventory. Following the joint work session, the Commission proceeded with the implementation of short-term code changes to address the concerns raised in the joint work session. The Commission held four meetings to review information prepared by staff, receive public comment, and provide direction to staff on the following:

- February 15, 2022 information on short-term and long-term code changes
- March 8, 2022 goals, background data and research, draft ordinance, draft policy statement
- March 29, 2022 clarifications of draft ordinance and draft policy statement
- April 12, 2021 review and adoption of the Commission policy statement for development in the Community Core, Tourist, and GR-H zone districts

At the special meeting on March 29, 2022, the Commission voted to recommend approval to the City Council of the emergency ordinance with some changes. The revised emergency ordinance, incorporating the recommended changes from the Planning and Zoning Commission, was presented to the City Council at their regular meeting on April 18, 2022. At that meeting, the City Council was not supportive of adopting the regulations under the abbreviated process allowed for emergency ordinances. The City Council directed staff to conduct additional community outreach to garner feedback on the proposed ordinance changes and proceed with an interim ordinance under standard noticing and hearing procedures.

A community workshop was held on June 28, 2022 followed by an online survey to gather feedback from the community on the proposed development regulations. Following receipt of that feedback, a revised ordinance was drafted for consideration. The city has maintained a project website for this initiative at www.projectketchum.org/vibrancy-housing. The revised draft ordinance and supporting information was posted to the website on July 28, 2022 followed by a targeted email communication announcing its availability.

A public hearing notice for the August 16, 2022 public hearing with the Planning and Zoning Commission was mailed to all political subdivisions on July 27, 2022. The public hearing notice was published in the Idaho Mountain Express the on July 27, 2022. A notice was posted at Ketchum City Hall, the Ketchum Post Office, Ketchum Town Square, and the city's website on July 27, 2022.

Links to Packet and Video Recordings for all public hearings to date:

February 8, 2022 – Joint Work session
February 15, 2022 – Planning and Zoning Commission
March 8, 2022 – Planning and Zoning Commission
March 29, 2022 – Planning and Zoning Commission
April 12, 2022 – Planning and Zoning Commission
April 18, 2022 – City Council



ATTACHMENT B: Community Outreach Recap and Survey Results



City of Ketchum Planning & Building

COMMUNITY OUTREACH OVERVIEW Community Conversations: Vibrancy & Housing

July 27, 2022

Following direction from the City of Ketchum City Council to obtain additional public input on the proposed interim ordinance, the city conducted additional community outreach. An interactive community workshop and online survey were conducted to ensure feedback from a broad range of community members.

The general community feedback indicated that development trends in Ketchum are not positive for the future vibrancy of the downtown and housing production in the city. Overall, participants at the workshop and in the survey were generally supportive of the proposed changes in the interim ordinance. The following summarizes the results of the workshop, and the survey results are attached for review.

COMMUNITY WORKSHOP

A community workshop was held on June 28, 2022, Community Conversations: Vibrancy & Housing. The purpose of the workshop was to discuss the future vibrancy of Ketchum, the role of housing, and proposed changes to the city's development regulations. 23 members of the community joined members of the City Council, Planning and Zoning Commission, and staff.

The workshop was two hours, including a brief presentation of introductions and background information focused on elements of the Ketchum Comprehensive Plan and current trends that the city is seeing. This presentation was followed by a round table discussion format where attendees were asked two questions:

- If the trends continue, what do you believe the City of Ketchum will look like in 10 years?
- What should a vibrant downtown Ketchum look and feel like?

Following discussion of the questions above, participants were provided an overview of the proposed regulations in the interim ordinance. Attendees were asked to reflect on the proposed changes and discuss which changes support their vision of a vibrant downtown Ketchum and help to increase housing production. Each table included one City of Ketchum staff member, acting as a table facilitator and note-taker. At the conclusion of the workshop, one community member from each table reported out the top three takeaways from the discussion that stood out the most. Below is an overview of what we heard.

Workshop Feedback.

The following highlights the most common responses provided by participants:

If the trends continue, what do you believe the City of Ketchum will look like in 10 years?

- 1. Increased shortage of housing
- 2. Loss of local full-time residents and younger people
- 3. Increased price of goods and services
- 4. Loss of vibrancy, retail, and nightlife in the downtown area

- 5. More remote workers or people commuting long distances
- 6. Bigger buildings with less variety
- 7. Shorter "Slack" period leading to burnout of employees

What should a vibrant downtown Ketchum look and feel like?

- 1. More pedestrians and people riding bikes, less cars
- 2. Diversity of age and ethnicity in our town
- 3. More outdoor gathering areas
- 4. More local businesses that are open longer hours
- 5. More year-round attractions and events for younger people
- 6. More residential housing available for all income levels
- 7. Climate friendly community (EV charging, solar, etc.)

Which pieces of the proposed ordinance support your vision of a vibrant downtown Ketchum? What are we missing?

Most of the tables supported all proposed code changes. The workshop attendees supported the changes to related to "no net loss of units" and "limitations on consolidation of lots", acknowledging Ketchum should not lose any existing housing or future opportunities for housing in exchange for larger single-family homes. The parking exemptions were also supported, with discussion focused on a parking management plan for the downtown and the importance of safe walking and biking infrastructure that promotes alternative transportation options into the downtown. Participants generally supported the idea of minimum residential densities in new developments, however, some participants noted that incentives should be used to achieve this goal rather than regulatory restrictions. Other participants acknowledged that the minimum requirements would increase the amount of housing in the downtown but were unsure how much of an impact it would have on affordability of housing.

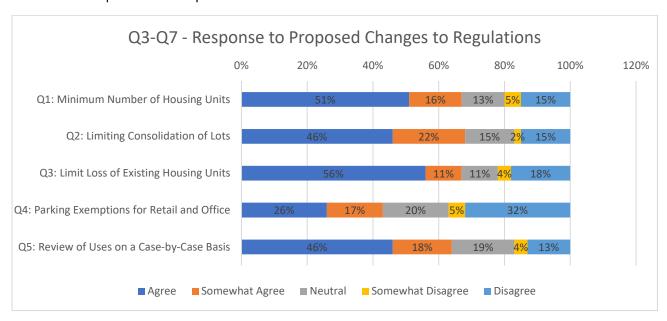
The final change reviewed by the groups was related to the discretionary review of uses during the design review process. Participants from two of the four tables generally agreed that we should prioritize active commercial uses and public space on the ground floor of developments but reiterated that it should be predictable and objective to reduce the uncertainty on the development community.

ONLINE SURVEY

The online survey was designed to be an extension of the workshop to ensure that the survey could be used by workshop participants with additional comments, or community members not able to attend the workshop. The city received 158 responses to the online survey. To view the contents of the full survey including information provided and full text of the questions, please see Attachment A. For the full data set of responses, please see Attachment B. In Attachment B, Question 3 through Question 7 reports results in a numerical value that relates to the scale provided in the survey, which may be confusing. The scale was from 0-4 indicating the following response:

- Agree 0
- Somewhat Agree 1
- Neutral 2
- Somewhat Disagree 3
- Disagree 4

For ease of use, below is a chart showing the percentage of all responses for Questions 3 through 7. The number of the question and topic is listed on the left side of the chart.



For additional information on this project and next steps, please visit www.projectketchum.org/vibrancy-housing.



ATTACHMENT: Vibrancy and Housing Online Survey



Community Conversations: Vibrancy & HousingWelcome

Thank you for taking the time to give us your thoughts. This survey is a follow up to the community work shop on June 28, 2022 – **Community Conversations: Vibrancy & Housing**. The workshop was hosted by members of the Ketchum City Council and Planning and Zoning Commission, where community members discussed the future vibrancy of Ketchum, the role of housing, and proposed changes to the city's development regulations.

If you couldn't attend the workshop, not a problem! This survey includes information to get you up to speed.

If you attended the workshop and have additional thoughts, great!

We know your time is valuable and we appreciate you spending approximately 15 minutes to complete this survey. Time well spent to ensure a vibrant future for our community!

For information and updates on this and other projects within the City of Ketchum, go to www.projectketchum.org.



Community Conversations: Vibrancy & HousingDid you know?

The City of Ketchum conducted an extensive community conversation to update our comprehensive plan in 2014. That plan identified "A Strong and Diverse Economy" and a "Vibrant Downtown" as the top two community values for the City of Ketchum. The plan provides guidance on priorities we should have and actions we should take to make sure we align with our values and achieve our goals.

Ketchum tracks trends in our community to see if we are on the right track. Some of what we are seeing is not in line with what the plan says we should prioritize to achieve our values and goals.



Community Conversations: Vibrancy & Housing

What we are seeing

Below are statements from our comprehensive plan, and observations we have seen over the past few years within Ketchum.

Please take a couple minutes to review this information before moving on to our first survey question at the bottom of the page.

Our Plan Says...



"Our downtown core is critical to the health and well-being of Ketchum."

"Ketchum will work to retain and help expand existing independent small local business and corporations."

"We will preserve this vibrant commercial area as a place where local businesses can thrive and where people can congregate."

What we see...



Businesses are...
Closing
Reducing hours
Struggling to hire

Lack of space in the downtown

Our Plan Says...



"We will continue to reinforce the downtown as the city's primary business district, retail core, and key gathering place for residents and visitors."

What we see...



Prime ground floor commercial space primarily features residential amenities

Upper floors include large penthouse units, rather than office or other commercial uses

Our Plan Says...



"We value a thriving year-round population of people who can work, live and engage in a dynamic Ketchum community"

What we see...



Our Plan Says...



"Ketchum will have a mix of housing types and styles."

"The city will promote the siting of **higher density** housing near public transportation, ski base areas, shopping, and designated neighborhoods and districts."

What we see...



In 2021, **2 out of 3 building permits** were for low density single family detached homes or detached townhomes

Those homes are in areas designated for more housing

Our Plan Says...



"Ketchum will increase its supply of homes, including rental and special-needs housing for low, moderate, and median-income households."

What we see...



Our Plan Says...



"Ketchum will increase its supply of homes, including rental and special-needs housing for low, moderate, and median-income households."

What we see...



Loss of existing housing and potential new housing

Redevelopment of Property

Wood River Racquet Club: **26** units to **11**

Bavarian Village: **26** units to **16**

Consolidation of land Two lots into one

Consolidation of unitsDuplex into single family

Loss of **475** long term rental units (short term rentals and property sales)

Our Plan Says...



"With housing and land prices expected to increase, and wages expected to remain relatively constant, the community must explore ways to ensure that citizens have a reasonable choice of housing."

What we see...



Ketchum will need **66 to 98** housing units annually for the next 10 years – for workforce housing alone

Additional housing needed for people moving here

1. At our workshop, after an overview of the current development trends as identified in the previous information, community members were asked "If the trend continues, what do you believe the City of Ketchum will look like in 10 years?"

Below are some of the most common responses on how Ketchum might look in 10 years. Please tell us whether you agree, disagree, or are unsure with what we heard:

	Strongly agree	Agree	Unsure	Disagree	Strongly disagree
Increased shortage of housing	\bigcirc	\bigcirc	\circ	\circ	0
Loss of local full- time residents and younger people	\bigcirc	\circ	\bigcirc	\circ	0
Increased price of goods and services	\circ	\bigcirc	\circ	0	0
Loss of vibrancy, retail, and nightlife in the downtown area	\circ	0	\bigcirc	0	0
Bigger buildings with less variety	\circ	\circ	0	\circ	\bigcirc
Shorter 'slack' periods leading to burnout of employees	\circ	0	\bigcirc	\circ	0
Anything you want	to add?]	

	Strongly agree	Agree	Unsure	Disagree	Strongly disagree
More pedestrians and people riding bikes, less cars	\bigcirc	\bigcirc	0	\bigcirc	\bigcirc
Diversity of age and ethnicity in our town	\bigcirc	\circ	\circ	\circ	\bigcirc
More outdoor gathering areas	\bigcirc	\bigcirc	\circ	\circ	\circ
More local businesses that are open longer hours	0	\circ	0	0	\circ
More year-round attractions and events for younger people	0	\bigcirc	0	0	\bigcirc
More residential housing available for all income levels	0	\bigcirc	0	0	\bigcirc
Climate friendly community (EV charging, solar, etc.)	0	\bigcirc	0	0	\bigcirc
Anything you want to	add?				

2. Community members were also asked "What should a vibrant downtown Ketchum



The Planning and Zoning Commission and Planning and Building Department staff have been evaluating potential changes to the city's development regulations to address some of the trends we are seeing. Please take a look at the following proposed changes and tell us whether you think these changes support your vision of a vibrant downtown Ketchum!

<u>Click here</u> for the execute summary of the proposed changes for more detail.



Proposed Changes - Units

To increase the number of housing units built, the city could require a minimum number of housing units in new developments, without increasing the height or size of buildings:



For Example:



Require 4 housing units instead of 2 in the downtown (5,500 SF lot)



Require 4 housing units instead of 2 in ski base areas (10,000 SF lot)

3. The city should consider requiring a minimum number of housing units in new developments of a certain size.

Agree Neutral Disagree

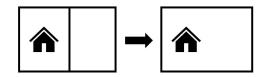


Proposed Changes - Lots

To preserve land for new housing, the city could limit areas where consolidation of lots could occur:



For Example:



Not encouraged for low density residential neighborhoods to preserve neighborhood character

Encouraged in the downtown and ski base areas to promote high density

4. The city should consider limiting where consolidation of lots can occur.

Agree Neutral Disagree



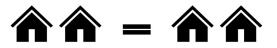
Proposed Changes - Housing Loss

To preserve our existing housing, the city could put regulations in place to make sure we don't lose the housing we already have:



For Example:

Require new developments to replace any existing housing units



Duplexes could not be converted into singlefamily homes



5. The city should consider regulations that limit the loss of existing housing units.

Agree	Neutral	Disagree
\sim		



Proposed Changes - Parking

The city could incentivize the construction of new retail and office space:



6. The city should consider additional parking exemptions for retail and office space.

Agree Neutral Disagree



Proposed Changes - Review

The city could review the proposed uses and location of uses in new developments to ensure new developments contribute to a vibrant community:



For Example:

For larger projects, types and location of uses could be reviewed during approval process



7. The city should consider reviewing the type and location of uses in each project on a case-by-case basis.

Agree	Neutral	Disagree



Community Conversations: Vibrancy & HousingConclusion

Thank you for taking time to complete the survey. The city will post survey results and next steps on this initiative to the project website under "Planning Initiatives" at www.projectketchum.org.

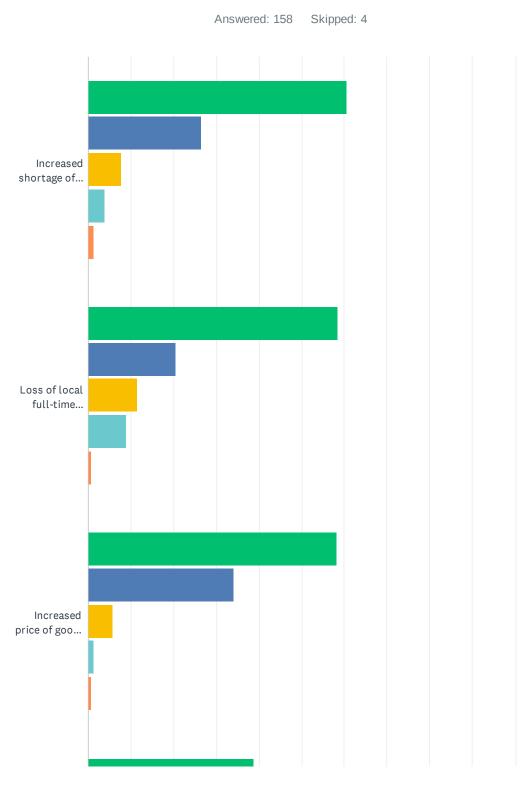
8. If you have additiona	al thoughts, comments or questions, pl	lease note them here:
9. If you would like to r information:	eceive email updates on this initiative,	please enter the following
Name		
Email Address		

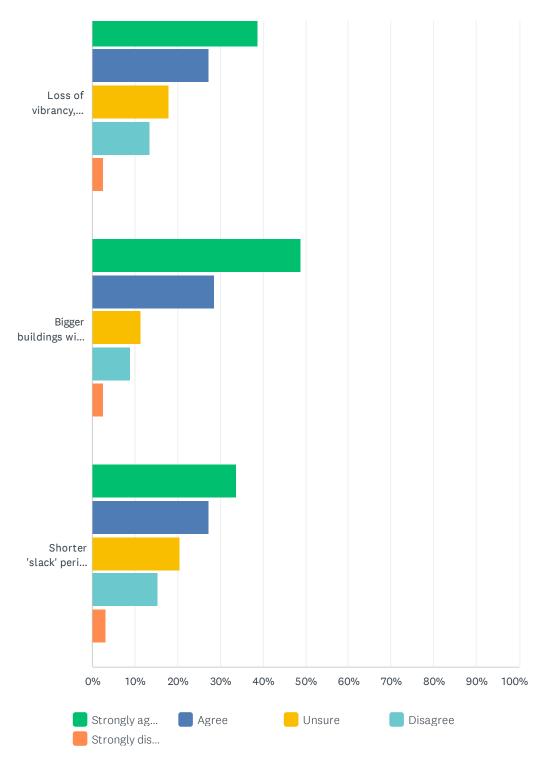


ATTACHMENT:

Vibrancy and Housing Online Survey – Full Summary Results

Q1 At our workshop, after an overview of the current development trends as identified in the previous information, community members were asked "If the trend continues, what do you believe the City of Ketchum will look like in 10 years?"Below are some of the most common responses on how Ketchum might look in 10 years. Please tell us whether you agree, disagree, or are unsure with what we heard:





	STRONGLY AGREE	AGREE	UNSURE	DISAGREE	STRONGLY DISAGREE	TOTAL	WEIGHTED AVERAGE
Increased shortage of housing	60.65% 94	26.45% 41	7.74% 12	3.87% 6	1.29% 2	155	1.43
Loss of local full-time residents and younger people	58.33% 91	20.51%	11.54% 18	8.97% 14	0.64%	156	1.37
Increased price of goods and services	58.23% 92	34.18% 54	5.70% 9	1.27%	0.63%	158	1.47
Loss of vibrancy, retail, and nightlife in the downtown area	38.85% 61	27.39% 43	17.83% 28	13.38% 21	2.55% 4	157	1.60
Bigger buildings with less variety	48.73% 77	28.48% 45	11.39% 18	8.86% 14	2.53%	158	1.53
Shorter 'slack' periods leading to burnout of employees	33.76% 53	27.39% 43	20.38%	15.29% 24	3.18% 5	157	1.66

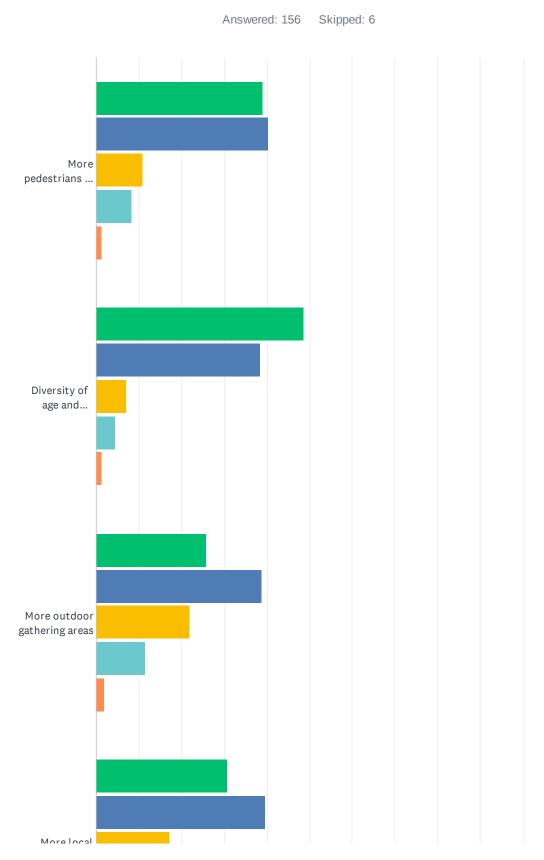
#	ANYTHING YOU WANT TO ADD?	DATE
1	The fifth question contradicts the precedent questions. Is the Ketchum council try to stay stuck in time with social engineering?	7/20/2022 11:15 PM
2	Spot on!	7/20/2022 10:13 AM
3	How did those lots get the permitting to be able to combine two lots into one?	7/20/2022 7:41 AM
4	Regarding burnout, this relates to housing insecurity as well as affordability. it's a mental health emergency as the 400 displaced household each faced economic stress and for many relocation.	7/20/2022 2:10 AM
5	Certainly access to affordable housing and qualified employees is important for both professional (e.g. teachers, nurses) and service (e.g. retail, hospitality, maintenance) aspects of the economy. In addition, the vibrancy of the community can be enhanced by attracting and developing attractive employment opportunities that align with our unique assets. For example, Sustainability and applied technology; Recreational goods and services (remember Scott?). Consistent air service is also important to the vibrancy and continuity of activity in our community.	7/20/2022 1:38 AM
6	As ketchum is "growing up" to a desired "city" and "on the map", slack may get shorter but burnout shouldn't be a concern for employers. Most employees in our Country work all year and have no slack. Also, we have a fantastic transit system for our small town Which is now becoming a city. In most cities across the country, all workers do not live in the city in which they work due to housing costs. They commute into the city each day to work. Many cities do not have sufficient mass transient and people have to drive up to an hour each way. Ketchum is way ahead of thismtn express travels to twin, bellvue, Hailey. We're ahead of the curve!	7/19/2022 9:34 PM
7	Young people who are here to ski will live in small apartments in town near where they work because they are working or playing and not spending time at home. But for the person or family that wishes to dwell in their home will not want to live in a small city type apartment building. Be creative with the buildings you are looking to build and their location. Will they offer a healthy lifestyle. If you want young and middle age people to stay and make this their home. The city needs to advocate for business to relocate or start-ups to come here not just short term workers. Ketchum needs more then small apartments in box type buildings that only offer a place to sleep. I truly do not think that the City is not being creative in the types of complexes and where to build . I understand that we are behind the eight-ball We are playing catch-up BUT not crossing the T's or dotting the I's. The city is allowing building to be build with out enough parking. The P&Z is also too busy and pushing buildings through. Building being allowed with out adequate parking and from looking at the Barrato building that is going up on fourth street and the rendering of his building at the entrance of our townWell they are not even going by the information that was collected at the open house at the Or-Wagon Museum on what we (the Ketchum residence) want our town to look like! Very Frustrating and scary the direction that our town is going!Why can't the city work with Blaine County on the property at the hospital light on hwy 75 . I know that there are issues but something could be	7/19/2022 5:00 PM

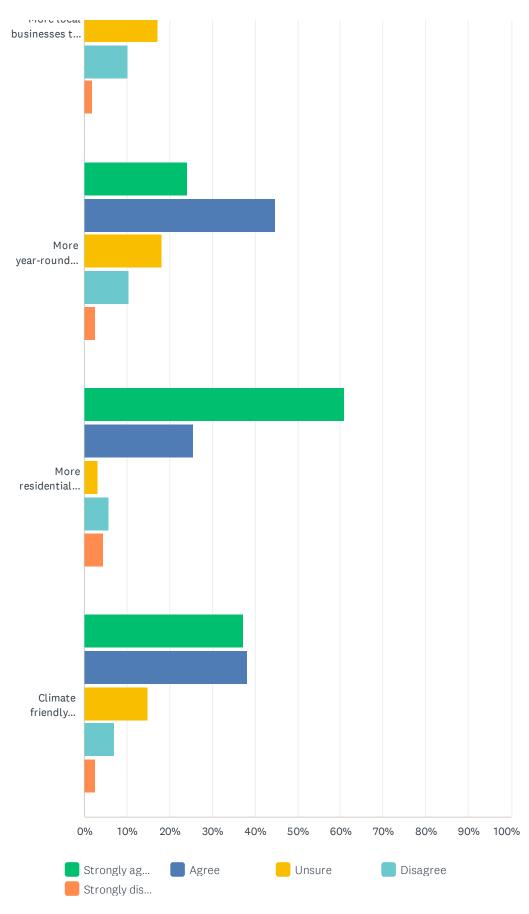
	done along with the property that the Lift Tower Inn is located (it could be knocked down and built on instead of taking the parking lot away and putting housing there. I will end because I bought that these concerns will not be considered because they have been stated before in conversation etc.	
8	These survey questions are designed to give the City the answers it wants, not designed to accomplish an open exchange of views and ideas. A waste of time	7/19/2022 4:25 PM
9	Shorter slack isn't the issue, lack of employees is. Many of these businesses need to step up and not rely on public to do so. Ketchum is an expensive tourist town full of part timers and visitors. That is our most recent history. Not a lot of sheep farmers anymore. Go with the flow, not against it.	7/19/2022 3:49 PM
10	The issue caters around the lack of available land and the extremely high prices of land that he become available in a high demand market spurred on by the pandemic. Mixed use is the best way to solve this problem with penthouse residential paying a premium on the upper floors of subsidize ground floor commercial. No one understands that there is no bank construction debt available to build on a peculate basis. Banks are restricted by the Federal regulators from doing so. Therefore anyone wanting to develop in town property must find the money to do so from private debt and equity sources. That's the principal reason no mixed use buildings rebeing built that can contain affordable housing units.	7/19/2022 3:17 PM
11	Don't try to stick everything in the CC zone - allow for restaurants or other pocket areas to be vibrant as well.	7/19/2022 2:22 PM
12	For many, less slack is a good thing!	7/19/2022 2:13 PM
13	Increased remote workforce	7/18/2022 5:17 PM
14	1) decrease in workersleading to deterioration of breadth in available businesses/services on which full-time residents rely. 2) lack of ability for Ketchum, as a whole community, to continue to provide a quality experience to our visitors. 3) although Ketchum is geographically/aesthetically special, it is people that make the community. loss of full time residents and reduction in the diversity of the full time resident population will dim the fabric of the community; I want to have neighbors with whom I can share life all 12 months of each year.	7/18/2022 4:41 PM
15	Overcrowding of schools, childcare, camps	7/18/2022 1:32 PM
16	Burnout of employees is based on not enough employees, rather than shorter slack	7/16/2022 6:11 PM
17	I too face housing insecurity, I have lived here for 30+ years	7/16/2022 3:37 PM
18	Lack of connection to the community with short-term residents/visitors	7/16/2022 11:27 AM
19	Shorter slack should give more stable employment.	7/16/2022 9:05 AM
20	Continued shortage of housing might be more accurate. Housing supply in Hailey, Bellevue and the County from already approved and planned projects will provide for families seeking a home/yard configuration nearer to where their kids will go to school. There won't be fewer locals but there could be different locals as older term locals cash out to take advantage of their increased property values and are replaced by new residents, as we have experienced over the past couple of years. A long term local isn't any more special than a new local; we were all new locals once. Vibrancy means different things to different people. There is no reason why a stable or increasing population should be any less vibrant than "before". Burnout is a function of number of employees, not shorter slack periods. Subsidized or philanthropicly financed housing (ex. Bluebird, new ARCH programs) are the only solution to matching housing costs IN KETCHUM to wage rates of service workers under present rules. Building and land costs are too high for any housing type to allow profitable private sector development that matches service worker wage rates. Increased regulations increase costs and make this issue worse, unless such regulation includes sufficient density and higher margin product that make the overall development equation fisnancially feasible, including a reasonable profit as is allowed for affordable housing developers (tax credit, ARCH, etc.). Bigger building have more margin and scope to consider working in housing solutions. Smaller buildings cannot for reasons previously mentioned.	7/15/2022 5:16 PM
21	I have lived here since 1986, have an amazing job teaching at WRHS and have given myself one more year to try and stay here. I am currently renting a KETCH apartment which takes over 90% of my paycheck for rent each month. I have lived through some ups and downs with	7/15/2022 4:22 PM

	housing in this town and in Hailey but it has never been this bad. I cannot afford to stay if there aren't more housing options at realistic purchase or rent levels. I am a special ed teacher and we already are short in our department across the district. Something has to change. Rezone whatever you can. Why can't townhomes with work areas be built in old lumberyard on Warm Springs Rd? Bozeman has some different housing options that could easily work here. If people protest about not wanting more houses or density in their back yard you have to ignore it now. There are staffing issues everywhere. It is affecting the vibrancy factor you are working so hard to uphold.	
22	Housing is a county wide issue/ why do we try to put so much on the most expensive property of Ketchum rather than down valley where more units can be built with the same money. Tie all reduced rate housing to Full time employment and annual requalification. There is so much abuse right now it is infuriating!	7/15/2022 4:02 PM
23	Loss of the soul of KetchumStrongly agree!	7/15/2022 3:55 PM
24	More housing! Density seems best in downtown core to me. Thanks for all the hard work! Go Bluebird!	7/13/2022 8:25 AM
25	many new residents will move in & make ketchum much different.	7/11/2022 8:30 PM
26	This is not just a Ketchum problem - it's happening in many cities nationwide.	7/11/2022 3:48 PM
27	Market forces lead to more full time residents and vibrancy	7/11/2022 2:58 PM
28	Bigger buildings is not neccessarily the problem	7/11/2022 10:20 AM
29	The current economy is strongly influenced by the COVID19 pandemic. IT is hard to predict the future, but likely we wll have a serious recession. We should be careful not to plan for things to continue as they have the past 3+ years.	7/10/2022 9:09 PM
30	shorter slack has nothing to do with burnout in a normal labor market	7/10/2022 5:19 PM
31	The loss of trees in Ketchum in the last two years due to development is staggering. Tree care costs money and trees on lots take up space that can be used to make money- so many new developments are not keeping or planting trees. This makes me worry Ketchum will begin to feel like NY city in the summer. (hot and gross)	7/10/2022 11:57 AM
32	I think that Ketchum may evolve into more of a tourist vacation town, and local full time residents will move to Hailey & Bellevue, where housing is cheaper and there is more of a year round community.	7/9/2022 11:35 PM
33	We simply need a comprehensive plan for our city to grow strategically and with quality projects, as well as identifying ways to integrate nearby cities as sources for housing. There are a lot of underdeveloped properties within our city with can easily be identified and a future plan for these areas created. We also have ways of solving the affordable housing issue by thinking outside the box. We have to stop pointing fingers at one homeowner type (Short term rentals) as the culprit - ALL homeowners in our area contribute to issues and opportunities.	7/9/2022 12:32 PM
34	if most of the housing units are second home owners our town is doomed I am having a hard time finding help in my store and have had to reduce my hourssecond home owners keep the lights out most of the timethe huge penthoused being built should have been multiple smaller units that would provide housing for locals who live here full timethank you for this update.	7/9/2022 10:21 AM
35	It will become a more dangerous place to live because of the lack of community safety employees (EMTs, firefighters, cops, doctors and nurses) being able to afford housing and cost of living - happening to Tahoe right now.	7/9/2022 10:16 AM
36	Hailey is providing workforce housing AND increasing retail and nightlife. Ketchum will continue to lose as long as it continues with the same focus as now.	7/9/2022 9:36 AM
37	P and Z needs to be much more judicious in approving buildings that do not provide parking. Such decisions have negatively impacted every community where developers were allowed the "it's too expensive" relief.	7/9/2022 8:51 AM
38	The line of cars in and out of Ketchum each morning and evening should show that the workforce that services the community does not in fact live here. Help wanted signs for retail and restaurant are in windows for months. It's time to zone out inner city or near inner city mega mansions and have higher density affordable housing.	7/9/2022 8:42 AM

39	Higher cost of housing leads to higher cost of labor force and higher cost for services	7/9/2022 8:26 AM
40	Drop the vibrancy and focus on housing!!!	7/9/2022 7:59 AM
41	Nothing about what is currently going on is sustainable	7/9/2022 7:31 AM
42	I am an aging worker and my landlord has been fair, but needs to keep raising my rent. It is approaching over half my income. Was interested in Northwood, but the cap is \$33,900 which is really low. I can't qualify at my current yearly income around 42,000. I can just hang on if no emergencies occur. Just had almost \$3000 worth of financial problems which is wiping me out.	7/8/2022 9:30 PM
43	Promoting tourism at any cost has ruined this community. To late now. God save the sewer plant.	7/8/2022 6:00 PM
44	Zero attainably priced Long term housing	7/8/2022 3:35 PM
45	Loss of character and what makes Ketchum, Ketchum.	7/8/2022 3:14 PM
46	Congestion on Rte 75 as workers drive long distances for day jobs	7/8/2022 2:23 PM
47	We need housing for the local working community yesterday!!! Stop wasting time!	7/8/2022 2:11 PM
48	My impression that planned new buildings are big, boxy, with big residences on topNot like small town feel Ketchum had a few years ago.Not sure if that is the goal	7/8/2022 2:08 PM
49	Loss of a Ketchum identity. Cost of doing business is a lot for small businesses in town.	7/8/2022 2:01 PM
50	The city is making parking the next big problem. How do you not have the visions for this? Look to other resort communities.	7/8/2022 1:52 PM
51	Recall Neil get him out of the pocket of builders . Doesn't matter what the people want he does what he wants and has some how wrangled in some of the city council. I have been here 45 years and haver never seen before such a corrupt mayor and some council members	7/8/2022 1:36 PM
52	Too much inequality.	7/8/2022 1:19 PM
53	Wealthy homeowners will not be able to procure the services they desire, get table service at a dwindling number of restaurants, etc.	7/8/2022 1:14 PM
54	The verbiage and structure of this surveys section is a bit confusing and unclear. I find it difficult to retrieve visible data for the city in this section.	7/8/2022 1:11 PM
55	I'm one of working professional that is thinking about relocating. Having strong opposition to housing, but no opposition to 3,000+ foot homes/condos is making me rethink what this town is about. My growing family is outgrowing our 900 sq foot apartment.	7/8/2022 12:58 PM
56	WE are losing our diversity & therefore the vibrancy	7/8/2022 12:57 PM
57	I believe slack will actually get longer and worse with tourists and second home owners only coming for 2 weeks and xmas and 4th of july to labor day	7/8/2022 12:29 PM
58	My wife and I are young professionals. If things don't change, we will have no choice but to leave.	7/8/2022 12:28 PM
59	Towns need "pocket" areas for people to enjoy a moment on a bench under a tree. Too many four to five story buildings will create "canyons" without a welcomingpersonality.	7/8/2022 12:24 PM
60	The philanthropic community would donate to affordable housing like they did with the Argyros Center if you come up with a comprehensive plan that places houses somewhere other than the center of Ketchum.	7/8/2022 12:16 PM

Q2 Community members were also asked "What should a vibrant downtown Ketchum look and feel like?"Please tell use if you agree, disagree, or are unsure with what we heard:





	STRONGLY AGREE	AGREE	UNSURE	DISAGREE	STRONGLY DISAGREE	TOTAL	WEIGHTED AVERAGE
More pedestrians and people riding bikes, less cars	39.10% 61	40.38% 63	10.90% 17	8.33% 13	1.28% 2	156	1.92
Diversity of age and ethnicity in our town	48.72% 76	38.46% 60	7.05% 11	4.49% 7	1.28%	156	1.71
More outdoor gathering areas	25.81% 40	38.71% 60	21.94% 34	11.61% 18	1.94%	155	2.25
More local businesses that are open longer hours	30.77% 48	39.74% 62	17.31% 27	10.26% 16	1.92%	156	2.13
More year-round attractions and events for younger people	24.03% 37	44.81% 69	18.18% 28	10.39% 16	2.60%	154	2.23
More residential housing available for all income levels	60.90% 95	25.64% 40	3.21%	5.77%	4.49% 7	156	1.67
Climate friendly community (EV charging, solar, etc.)	37.42% 58	38.06% 59	14.84% 23	7.10% 11	2.58%	155	1.99

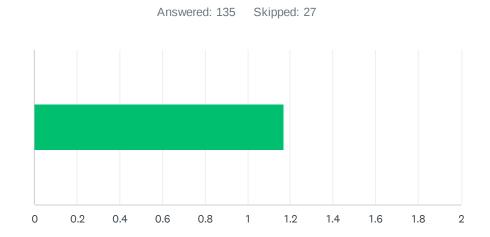
ш	ANIVILIANO VOLLIMANT TO ADDO	DATE
#	ANYTHING YOU WANT TO ADD?	DATE
1	Socialist	7/20/2022 11:15 PM
2	The beer fests and slick social media won't house people. We need to direct more resources to the housing emergency.	7/20/2022 2:10 AM
3	Architecture that aligns with our community vibefriendly, appropriate scale/not showy, celebrates nature. No more 'cookie- cutter' brick and glass faux western 'BLOCKS'. Expanded and accessible public transportationnot just seasonal. Delivery services to reduce traffic.	7/20/2022 1:38 AM
4	Since we have a grocery store in the down town core you cannot take parking away!!! There are many Workers that shop for their clients. There are many elderly that need to park close to stores esp. grocery and drug stores!	7/19/2022 5:00 PM
5	Again, The questions are resigned to get the answers you want not the answers you should be hearing. Ketchum can you be a private city without subsidizing housing for all income groups.	7/19/2022 4:25 PM
6	The EV Revolution is going to take decades to be viable and unless we build and promote nuclear there is not way to rebuild a viable electric infrastructure in this country.	7/19/2022 3:17 PM
7	downtown Ketchum should have the density in terms of businesses and full-time resident deed-restricted housing units that precipitates a busy, full downtown that can offer a range of events and activities for all ages; Ketchum should also recognize that many people are here for what surrounds, so going whole-hog on attractions/events may be overkill. new events/attractions should build on the strengths the upper Wood River valley naturally features.	7/18/2022 4:41 PM
8	Get the banks and realestate offices off of the main streets they close at 5pm & kill the town vibrancy	7/16/2022 11:27 AM
9	Cars might be a necessary evil to our outdoor lifestyle so we have to plan for them. Less cars and more bikes/walking would be nice in the core but how does our aging population access goods and services if it is difficult for them to drive to them? All businesses located here are local businesses - many choose not to be open longer hours which choices cannot be regulated but such choices do affect the economy and probably vibrancy, depending on your definition of it. There should be more events suited to ALL ages - young people can figure out how to have fun without old people doing it for them, or can sponsor age specific events as needed. More housing would be great but it requires more density or you get more of the same - houses that most people can't afford whether they cost \$2 million or you have twice as many that cost \$1 million. More housing also means more population growth which increases any perceived strain on infrastructure / staffing, etc. Climate friendly is definitely a worthy goal as long as we recognize that ICEs will dominate transportation for decades and plan accordingly.	7/15/2022 5:16 PM
10	You need to stop doing surveys and paying consultants and start taking action or you are going to lose more valuable employees and businesses.	7/15/2022 4:22 PM

235

11	Mid to low income family able to live downtownstrongly agree!	7/15/2022 3:55 PM
12	Emphasis on local businesses that locals shop at. I believe we have too many "hobby businesses" that only appeal to tourists, and rent for retail space is far too high for young and interesting entrepreneurs to try out ideas.	7/15/2022 2:14 PM
13	Lower income housing should be primarily out of downtown	7/11/2022 2:58 PM
14	We should plan for and subsidize quicker migration away from fossil fuels to be replaced by renewable ones and by better insulation of buildings.	7/10/2022 9:09 PM
15	I think building condos and a lot of multi unit housing in Ketchum would be a mistake. I would not want Sun Valley to evolve into a Keystone or Park city which are like a condo city. If we want more of a local community living in Ketchum, I think the answer is not to build more housing, but rather to manage the amount of housing in the community that can be used for short term rentals.	7/9/2022 11:35 PM
16	We need to plan for growth and more people living/visiting here. Let's be a leader in small town living and creating innovative and quality experiences. Being proactive and having a long-term plan matters.	7/9/2022 12:32 PM
17	Less aggression, people driving slowly, more pedestrian friendly areas, less big ugly empty buildings	7/9/2022 10:16 AM
18	Vibrant businesses and availability for easy access with parking cars still needed for customers and staff.	7/9/2022 9:36 AM
19	Very few residential developments that were "developed" by public agencies succeed long term. History proves this point. The role of the local government should be to facilitate workforce housing but then seek out professional developers to complete the buildings. Bluebird would not be as it is were skilled, professional developers involved.	7/9/2022 8:51 AM
20	Perhaps Ketchum should work with Bellevue to develop affordable housing. It is clear Ketchum is not going to enforce development of affordable places tor the workforce to live.	7/9/2022 8:26 AM
21	HOUSING is #1 priority!	7/9/2022 7:59 AM
22	NO.	7/8/2022 9:30 PM
23	People own and use cars. Parking spaces are needed.	7/8/2022 4:11 PM
24	I'm young (I think)(ish?) and think there are lots of events for young people, we just don't seem to know about them.	7/8/2022 3:39 PM
25	I think pedestrians are keybikers, not so muchbicycles are going somewhere, not shopping. We need covered parking, free. Charge for on street parking	7/8/2022 3:36 PM
26	Enough with the events.	7/8/2022 3:14 PM
27	We need housing for young family's who work and live in our community and it needs to be affordable	7/8/2022 2:11 PM
28	I don't think we need more residential housing for ALL income levels. That means the wealthy just keep buying up housing and properties. What we need is a focus on ESSENTIAL housing	7/8/2022 2:01 PM
29	Too little too late. Everyone I know under the age of 45 that actually works, no trust fund, has a back up plan to leave the valley. I do as well. There may be a few more years left before this area is completely ruined like Vail, Park City, Jackson, etc.	7/8/2022 1:52 PM
30	Stores can't have longer hours with out enough employees. Yes on residential housing, but that doesn't mean they have to live in the core of town in in buildings that are too big and tall for space providedthat doesn't mean it h	7/8/2022 1:36 PM
31	Hailey and Bellevue are good for affordable housing, people commute all of this country; no need to live in Ketchum.	7/8/2022 1:13 PM
32	It seems that ketchum already has a majority of the amenities listed. I suppose the city can try and shape vibrancy, however, outside factors tend to be the determinate for vibrancy. Local ordinances should on a basic level set the stage for these interactions, but should let the character and town energy develop organically.	7/8/2022 1:11 PM

33	Ask Elon Musk to bury Main Street and Sun Valley Road for car traffic. He might go for it. In Europe small towns with heavy traffic direct the thru traffic around town. This is not possible here, but tunnel under let's do it.	7/8/2022 12:58 PM
34	Stop electing eople who can be bought.	7/8/2022 12:36 PM
35	More local businesses would be nice but longer hours aren't necessary.	7/8/2022 12:24 PM
36	We want to keep Ketchum vibrant, diverse and youthful without it becoming crowded, load & less clean.	7/8/2022 12:16 PM

Q3 The city should consider requiring a minimum number of housing units in new developments of a certain size.



ANSWE	R CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
		1	158	135
Total Re	spondents: 135			
#				DATE
1	0			7/22/2022 8:07 AM
2	1			7/21/2022 2:29 PM
3	1			7/21/2022 12:48 PM
4	4			7/20/2022 11:16 PM
5	4			7/20/2022 1:07 PM
6	0			7/20/2022 10:14 AM
7	2			7/20/2022 9:57 AM
8	0			7/20/2022 7:42 AM
9	4			7/20/2022 6:54 AM
10	0			7/20/2022 2:13 AM
11	2			7/20/2022 1:41 AM
12	2			7/19/2022 9:50 PM
13	2			7/19/2022 9:44 PM
14	4			7/19/2022 9:40 PM
15	1			7/19/2022 9:08 PM
16	0			7/19/2022 6:57 PM
17	0			7/19/2022 6:43 PM
18	1			7/19/2022 6:28 PM
19	3			7/19/2022 5:02 PM

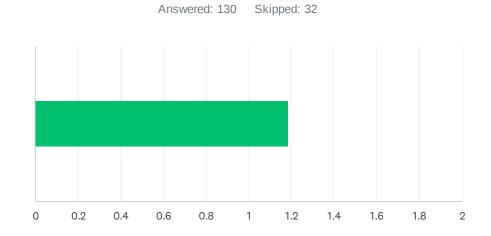
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21	4	7/19/2022 3:50 PM
22	4	7/19/2022 3:22 PM
23	0	7/19/2022 3:16 PM
24	4	7/19/2022 2:22 PM
25	0	7/19/2022 2:13 PM
26	0	7/19/2022 2:12 PM
27	4	7/19/2022 2:11 PM
28	3	7/19/2022 2:08 PM
29	0	7/19/2022 11:29 AM
30	0	7/18/2022 5:19 PM
31	0	7/18/2022 4:47 PM
32	0	7/18/2022 1:33 PM
33	4	7/18/2022 8:23 AM
34	0	7/16/2022 6:12 PM
35	0	7/16/2022 3:38 PM
36	1	7/16/2022 12:22 PM
37	3	7/16/2022 11:28 AM
38	0	7/16/2022 9:15 AM
39	1	7/15/2022 10:40 PM
40	4	7/15/2022 5:19 PM
41	1	7/15/2022 4:48 PM
42	2	7/15/2022 4:22 PM
43	2	7/15/2022 4:22 PM
44	3	7/15/2022 4:08 PM
45	2	7/15/2022 4:04 PM
46	0	7/15/2022 4:00 PM
47	3	7/15/2022 3:56 PM
48	0	7/15/2022 2:15 PM
49	4	7/13/2022 8:49 PM
50	1	7/13/2022 3:49 PM
51	0	7/13/2022 8:27 AM
52	0	7/12/2022 1:26 PM
53	0	7/12/2022 12:59 PM
54	1	7/12/2022 10:38 AM
55	4	7/12/2022 9:37 AM
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57	0	7/11/2022 8:31 PM

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	133	0	7/8/2022 12:20 PM

134	0	7/8/2022 12:18 PM
135	0	7/8/2022 12:14 PM

Q4 The city should consider limiting where consolidation of lots can occur.



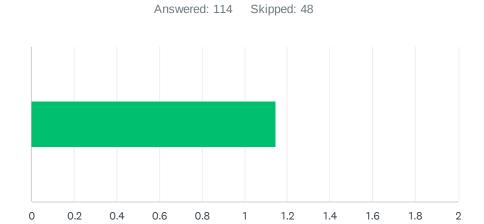
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Q5 The city should consider regulations that limit the loss of existing housing units.



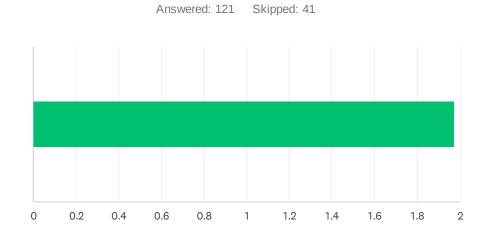
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Q6 The city should consider additional parking exemptions for retail and office space.



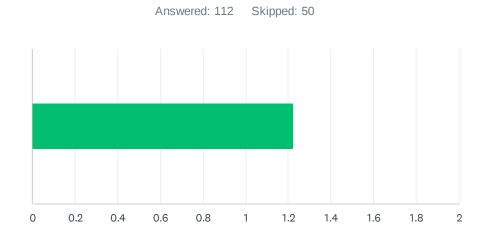
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53	2	7/11/2022 2:15 PM
54	0	7/11/2022 10:21 AM
55	2	7/11/2022 8:45 AM
56	0	7/11/2022 7:07 AM
57	1	7/10/2022 4:46 PM

58	1	7/10/2022 11:59 AM
59	1	7/10/2022 11:29 AM
60	4	7/10/2022 10:03 AM
61	1	7/9/2022 4:52 PM
62	1	7/9/2022 1:32 PM
63	0	7/9/2022 10:24 AM
64	2	7/9/2022 10:18 AM
65	4	7/9/2022 9:39 AM
66	4	7/9/2022 8:52 AM
67	4	7/9/2022 8:47 AM
68	2	7/9/2022 8:29 AM
69	4	7/9/2022 8:11 AM
70	3	7/9/2022 7:33 AM
71	3	7/9/2022 7:05 AM
72	2	7/8/2022 10:41 PM
73	0	7/8/2022 10:13 PM
74	2	7/8/2022 9:33 PM
75	4	7/8/2022 8:09 PM
76	4	7/8/2022 6:53 PM
77	0	7/8/2022 6:43 PM
78	0	7/8/2022 6:26 PM
79	1	7/8/2022 4:11 PM
80	2	7/8/2022 4:04 PM
81	0	7/8/2022 3:52 PM
82	0	7/8/2022 3:52 PM
83	2	7/8/2022 3:41 PM
84	4	7/8/2022 3:39 PM
85	0	7/8/2022 3:37 PM
86	2	7/8/2022 3:21 PM
87	3	7/8/2022 3:19 PM
88	0	7/8/2022 3:16 PM
89	4	7/8/2022 2:57 PM
90	4	7/8/2022 2:55 PM
91	0	7/8/2022 2:28 PM
92	4	7/8/2022 2:28 PM
93	2	7/8/2022 2:26 PM
94	2	7/8/2022 2:24 PM
95	4	7/8/2022 1:58 PM

96	0	7/8/2022 1:57 PM
97	4	7/8/2022 1:56 PM
98	4	7/8/2022 1:53 PM
99	4	7/8/2022 1:37 PM
100	0	7/8/2022 1:35 PM
101	0	7/8/2022 1:25 PM
102	4	7/8/2022 1:22 PM
103	0	7/8/2022 1:20 PM
104	0	7/8/2022 1:17 PM
105	4	7/8/2022 1:15 PM
106	1	7/8/2022 1:12 PM
107	0	7/8/2022 1:12 PM
108	0	7/8/2022 1:00 PM
109	1	7/8/2022 1:00 PM
110	0	7/8/2022 12:59 PM
111	0	7/8/2022 12:54 PM
112	4	7/8/2022 12:48 PM
113	1	7/8/2022 12:42 PM
114	4	7/8/2022 12:33 PM
115	1	7/8/2022 12:32 PM
116	4	7/8/2022 12:30 PM
117	0	7/8/2022 12:30 PM
118	1	7/8/2022 12:26 PM
119	2	7/8/2022 12:24 PM
120	4	7/8/2022 12:22 PM
121	2	7/8/2022 12:22 PM

Q7 The city should consider reviewing the type and location of uses in each project on a case-by-case basis.



ANSWER	CHOICES	AVERAGE NUMBER		TOTAL NUMBER		RESPONSES	
			1		137		112
Total Resp	ondents: 112						
#						DATE	
1	2					7/22/2022 8:08 AM	
2	2					7/21/2022 2:31 PM	
3	2					7/21/2022 2:51 T W	
4	2					7/20/2022 11:18 PN	
5	2					7/20/2022 1:08 PM	
6	0					7/20/2022 10:16 AM	Λ
7	0					7/20/2022 9:58 AM	
8	0					7/20/2022 7:43 AM	
9	0					7/19/2022 9:51 PM	
10	0					7/19/2022 9:49 PM	
11	2					7/19/2022 9:09 PM	
12	0					7/19/2022 6:59 PM	
13	1					7/19/2022 6:45 PM	
14	0					7/19/2022 6:30 PM	
15	4					7/19/2022 5:05 PM	
16	1					7/19/2022 5:02 PM	
17	2					7/19/2022 3:51 PM	
18	0					7/19/2022 3:24 PM	
19	2					7/19/2022 3:16 PM	

20	2	7/19/2022 2:30 PM
21	4	7/19/2022 2:23 PM
22	4	7/19/2022 2:11 PM
23	4	7/19/2022 2:10 PM
24	0	7/19/2022 11:30 AM
25	3	7/18/2022 4:50 PM
26	2	7/16/2022 6:15 PM
27	0	7/16/2022 3:39 PM
28	1	7/16/2022 12:23 PM
29	0	7/16/2022 11:30 AM
30	0	7/16/2022 9:16 AM
31	4	7/15/2022 10:42 PM
32	4	7/15/2022 5:21 PM
33	1	7/15/2022 4:49 PM
34	0	7/15/2022 4:24 PM
35	0	7/15/2022 4:24 PM
36	1	7/15/2022 4:10 PM
37	3	7/15/2022 4:09 PM
38	1	7/15/2022 4:02 PM
39	2	7/15/2022 3:59 PM
40	0	7/14/2022 4:16 PM
41	1	7/13/2022 3:50 PM
42	0	7/13/2022 8:28 AM
43	0	7/12/2022 1:01 PM
44	1	7/12/2022 10:38 AM
45	4	7/12/2022 9:39 AM
46	1	7/12/2022 8:02 AM
47	0	7/11/2022 8:33 PM
48	1	7/11/2022 5:11 PM
49	4	7/11/2022 3:50 PM
50	4	7/11/2022 3:01 PM
51	3	7/11/2022 10:22 AM
52	1	7/11/2022 8:46 AM
53	0	7/11/2022 7:07 AM
54	4	7/10/2022 5:21 PM
55	1	7/10/2022 11:59 AM
56	0	7/10/2022 11:29 AM
57	2	7/9/2022 4:53 PM

59 0 79/2022 10:24 AM 60 0 79/2022 10:18 AM 61 0 79/2022 9:30 AM 62 0 79/2022 8:36 AM 63 0 79/2022 8:30 AM 64 0 79/2022 8:30 AM 65 1 79/2022 7:33 AM 66 0 79/2022 7:05 AM 67 0 79/2022 7:05 AM 68 0 79/2022 7:05 AM 69 0 79/2022 9:34 PM 70 0 78/2022 9:34 PM 70 0 78/2022 9:34 PM 72 1 78/2022 6:35 PM 73 0 78/2022 6:26 PM 74 2 78/2022 6:26 PM 75 2 78/2022 3:25 PM 76 1 78/2022 3:35 PM 77 2 78/2022 3:25 PM 80 0 78/2022 3:25 PM 81 0 78/2022 3:25 PM 82 0 78/2022 3:25 PM 83 <td< th=""><th>58</th><th>3</th><th>7/9/2022 1:33 PM</th></td<>	58	3	7/9/2022 1:33 PM
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62 0 7/9/2022 8:59 AM 63 0 7/9/2022 8:59 AM 64 0 7/9/2022 8:30 AM 65 1 7/9/2022 8:30 AM 66 0 7/9/2022 7:05 AM 67 0 7/8/2022 7:05 AM 68 0 7/8/2022 10:42 PM 68 0 7/8/2022 10:13 PM 69 0 7/8/2022 10:13 PM 70 0 7/8/2022 8:10 PM 71 4 7/8/2022 8:10 PM 71 4 7/8/2022 8:10 PM 72 1 7/8/2022 8:10 PM 73 0 7/8/2022 8:30 PM 74 2 7/8/2022 8:30 PM 75 2 7/8/2022 8:30 PM 76 1 7/8/2022 8:30 PM 77 2 7/8/2022 8:30 PM 78 2 7/8/2022 8:30 PM 79 2 7/8/2022 8:30 PM 80 0 7/8/2022 8:30 PM 81 0 7/8/2022 8:30 PM 82 0 7/8/2022 8:30 PM 83 0 7/8/2022 8:30 PM 84 2 7/8/2022 8:30 PM 85 0 7/8/2022 8:30 PM 86 0 7/8/2022 8:30 PM 87 1 1 7/8/2022 8:30 PM 88 0 7/8/2022 8:30 PM 89 2 7/8/2022 8:30 PM 89 1 7/8/2022 8:30 PM 89 2 7/8/2022 8:30 PM 89 1 7/8/2022 8:30 PM 89 2 7/8/2022 8:30 PM 89 2 7/8/2022 8:30 PM 89 2 7/8/2022 8:30 PM 89 3 4 7/8/2022 8:35 PM 89 3 4 7/8/2022 8:35 PM	60	0	7/9/2022 10:18 AM
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65 1 7/9/2022 7:33 AM 66 0 7/9/2022 7:05 AM 67 0 7/8/2022 10:42 PM 68 0 7/8/2022 10:13 PM 69 0 7/8/2022 8:10 PM 70 0 7/8/2022 8:10 PM 71 4 7/8/2022 6:53 PM 72 1 7/8/2022 6:34 PM 73 0 7/8/2022 6:26 PM 74 2 7/8/2022 4:11 PM 75 2 7/8/2022 4:59 PM 76 1 7/8/2022 3:59 PM 77 2 7/8/2022 3:59 PM 79 2 7/8/2022 3:59 PM 80 0 7/8/2022 3:22 PM 81 0 7/8/2022 3:22 PM 82 0 7/8/2022 3:22 PM 83 0 7/8/2022 2:55 PM 84 2 7/8/2022 2:59 PM 85 0 7/8/2022 2:59 PM 86 0 7/8/2022 1:57 PM 87 1 7/8/2022 1:57 PM 89 2 7/8/2022 1:53 PM 90 1	63	0	7/9/2022 8:48 AM
66 0 7/9/2022 7:05 AM 67 0 7/8/2022 10:42 PM 68 0 7/8/2022 10:13 PM 69 0 7/8/2022 9:34 PM 70 0 7/8/2022 6:53 PM 71 4 7/8/2022 6:53 PM 72 1 7/8/2022 6:26 PM 73 0 7/8/2022 6:26 PM 74 2 7/8/2022 4:11 PM 75 2 7/8/2022 3:53 PM 76 1 7/8/2022 3:52 PM 78 2 7/8/2022 3:52 PM 79 2 7/8/2022 3:52 PM 80 0 7/8/2022 3:20 PM 81 0 7/8/2022 3:20 PM 82 0 7/8/2022 3:20 PM 83 0 7/8/2022 2:25 PM 84 2 7/8/2022 2:25 PM 85 0 7/8/2022 2:26 PM 86 0 7/8/2022 1:57 PM 87 1 7/8/2022 1:57 PM 88 2 7/8/2022 1:58 PM 90 1 7/8/2022 1:58 PM 91 3	64	0	7/9/2022 8:30 AM
67 0 7/8/2022 10:42 PM 68 0 7/8/2022 10:13 PM 69 0 7/8/2022 9:34 PM 70 0 7/8/2022 8:10 PM 71 4 7/8/2022 6:53 PM 72 1 7/8/2022 6:43 PM 73 0 7/8/2022 6:43 PM 74 2 7/8/2022 6:43 PM 75 2 7/8/2022 4:05 PM 76 1 7/8/2022 3:53 PM 77 2 7/8/2022 3:52 PM 78 2 7/8/2022 3:52 PM 80 0 7/8/2022 3:29 PM 81 0 7/8/2022 3:20 PM 82 0 7/8/2022 3:20 PM 83 0 7/8/2022 2:25 PM 84 2 7/8/2022 2:25 PM 85 0 7/8/2022 2:29 PM 86 0 7/8/2022 1:57 PM 88 0 7/8/2022 1:57 PM 89 2 7/8/2022 1:55 PM 90 1 7/8/2022 1:55 PM 91 3 7/8/2022 1:31 PM 92 0	65	1	7/9/2022 7:33 AM
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75 2 76 1 77 2 78 2 78 2 79 2 80 0 81 0 82 7/8/2022 3:22 PM 81 0 82 0 83 0 84 2 85 0 86 0 87 1 88 0 89 2 90 1 90 1 91 3 90 1 91 3 92 0 7/8/2022 1:35 PM 90 1 91 3 92 0 7/8/2022 1:31 PM 92 0 7/8/2022 1:22 PM 94 0	73	0	7/8/2022 6:26 PM
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77 2 78 2 79 2 80 0 81 0 82 0 81 0 82 0 83 0 84 2 85 0 86 0 7/8/2022 2:28 PM 87 1 88 0 7/8/2022 1:57 PM 88 0 7/8/2022 1:53 PM 90 1 91 3 90 1 91 3 92 7/8/2022 1:35 PM 91 3 92 0 7/8/2022 1:27 PM 93 4 94 0 7/8/2022 1:22 PM	75	2	7/8/2022 4:05 PM
78 2 79 2 80 0 81 0 82 0 83 0 84 2 85 0 86 0 87 1 88 0 89 2 78/2022 1:55 PM 89 2 78/2022 1:53 PM 90 1 78/2022 1:35 PM 91 3 92 7/8/2022 1:35 PM 91 3 92 7/8/2022 1:31 PM 92 0 7/8/2022 1:22 PM 93 4 94 0	76	1	7/8/2022 3:53 PM
79 2 80 0 81 0 82 0 83 0 84 2 85 0 86 0 87 1 88 0 89 2 90 1 91 3 92 0 93 4 94 0 7/8/2022 1:22 PM	77	2	7/8/2022 3:52 PM
80 0 81 0 82 0 83 0 84 2 85 0 86 0 87 1 88 0 89 2 90 1 91 3 92 0 93 4 94 0 7/8/2022 1:22 PM	78	2	7/8/2022 3:42 PM
81 0 7/8/2022 3:20 PM 82 0 7/8/2022 3:16 PM 83 0 7/8/2022 2:55 PM 84 2 7/8/2022 2:29 PM 85 0 7/8/2022 2:28 PM 86 0 7/8/2022 2:24 PM 87 1 7/8/2022 1:57 PM 88 0 7/8/2022 1:56 PM 89 2 7/8/2022 1:53 PM 90 1 7/8/2022 1:35 PM 91 3 7/8/2022 1:31 PM 92 0 7/8/2022 1:27 PM 93 4 7/8/2022 1:22 PM 94 0 7/8/2022 1:20 PM	79	2	7/8/2022 3:39 PM
82 0 7/8/2022 3:16 PM 83 0 7/8/2022 2:55 PM 84 2 7/8/2022 2:29 PM 85 0 7/8/2022 2:24 PM 86 0 7/8/2022 1:57 PM 87 1 7/8/2022 1:56 PM 88 0 7/8/2022 1:53 PM 90 1 7/8/2022 1:35 PM 91 3 7/8/2022 1:31 PM 92 0 7/8/2022 1:27 PM 93 4 7/8/2022 1:22 PM 94 0 7/8/2022 1:20 PM	80	0	7/8/2022 3:22 PM
83 0 7/8/2022 2:55 PM 84 2 7/8/2022 2:29 PM 85 0 7/8/2022 2:28 PM 86 0 7/8/2022 2:24 PM 87 1 7/8/2022 1:57 PM 88 0 7/8/2022 1:56 PM 89 2 7/8/2022 1:53 PM 90 1 7/8/2022 1:35 PM 91 3 7/8/2022 1:31 PM 92 0 7/8/2022 1:27 PM 93 4 7/8/2022 1:22 PM 94 0 7/8/2022 1:20 PM	81	0	7/8/2022 3:20 PM
84 2 7/8/2022 2:29 PM 85 0 7/8/2022 2:28 PM 86 0 7/8/2022 2:24 PM 87 1 7/8/2022 1:57 PM 88 0 7/8/2022 1:56 PM 89 2 7/8/2022 1:53 PM 90 1 7/8/2022 1:35 PM 91 3 7/8/2022 1:31 PM 92 0 7/8/2022 1:27 PM 93 4 7/8/2022 1:22 PM 94 0 7/8/2022 1:20 PM	82	0	7/8/2022 3:16 PM
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87 1 7/8/2022 1:57 PM 88 0 7/8/2022 1:56 PM 89 2 7/8/2022 1:53 PM 90 1 7/8/2022 1:35 PM 91 3 7/8/2022 1:31 PM 92 0 7/8/2022 1:27 PM 93 4 7/8/2022 1:22 PM 94 0 7/8/2022 1:20 PM	85	0	7/8/2022 2:28 PM
88 0 7/8/2022 1:56 PM 89 2 7/8/2022 1:53 PM 90 1 7/8/2022 1:35 PM 91 3 7/8/2022 1:31 PM 92 0 7/8/2022 1:27 PM 93 4 7/8/2022 1:22 PM 94 0 7/8/2022 1:20 PM	86	0	7/8/2022 2:24 PM
89 2 90 1 91 3 92 0 93 4 94 0 7/8/2022 1:20 PM 94 0	87	1	7/8/2022 1:57 PM
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92 0 7/8/2022 1:27 PM 93 4 7/8/2022 1:22 PM 94 0 7/8/2022 1:20 PM	90	1	7/8/2022 1:35 PM
93 4 94 0 7/8/2022 1:22 PM 7/8/2022 1:20 PM	91	3	7/8/2022 1:31 PM
94 0 7/8/2022 1:20 PM	92	0	7/8/2022 1:27 PM
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95 0 7/8/2022 1:17 PM	94	0	7/8/2022 1:20 PM
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96	4	7/8/2022 1:12 PM
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106	0	7/8/2022 12:31 PM
107	0	7/8/2022 12:31 PM
108	1	7/8/2022 12:26 PM
109	0	7/8/2022 12:24 PM
110	0	7/8/2022 12:23 PM
111	1	7/8/2022 12:20 PM
112	2	7/8/2022 12:16 PM

Q8 If you have additional thoughts, comments or questions, please note them here:

Answered: 59 Skipped: 103

#	RESPONSES	DATE
1	The planing department is a heavy handed arm of the mayor that is mandating code at it's own will, not by ordinance. Acting as a cowboy regents	7/20/2022 11:27 PM
2	I hate the removal of old buildings that are part of what makes Ketchum unique. Stop the demolition of old buildings!!!!	7/20/2022 10:00 AM
3	Tax short term rentals @ 25% and make it easier to bike than drive in the downtown core. Why are we wasting space for free parking when that land is insanely valuable	7/20/2022 7:44 AM
4	Stay away from apartment blocks. No one wants to live there! Limit square footage on new houses. Ketchum looks like the playground of the rich and vulgar!	7/20/2022 6:59 AM
5	Parking — A destination place needs it. I favor a paid multi-level parking structure somewhere in the core. By 511 bldg or where the Idaho Power bldg is now? It's a mistake to issue variances and count on the Church or busing folks in, imho. Make the exemption only where it meets multiple community goals. Lastly, rethink Lewis Street and gain housing there.	7/20/2022 2:20 AM
6	1. I applaud the City for taking a proactive and progressive approach to this issue. We need to plan now for our future. 2. The approach aspires to promote the densification of housing in areas that are attractive to tourists (e.g. ski bases) as a solution to workforce/moderate income housing. I feel that this is misguided and will only result in the purchase of additional 2nd home for vacation/rental purposes. Rather, the city should rather identify other areas/property that can be developed for housing that is accessible for professional and service workforce. 3. If densification is an objective of the housing plan, it should be accompanied by strict requirements for adequate parking and infrastructure development. I did not see either in the summary. We can't have more people living in the city center vying for street parking. We also have a water resource limitationThis needs to be considered. 4. Vibrancy. How can the city attract dynamic companies to the area?	7/20/2022 1:51 AM
7	Limit short-term rentals. Fight it out in court. It's a root cause and the city is not addressing it.	7/19/2022 9:11 PM
8	WRV has kicked the can down the road for almost 50 years, regarding parking and housing. It's way past time to take the bull by the horns immediately with drastic action. I am in favor of seizing open land through eminent domain and using that land for affordable housing & underground parking!	7/19/2022 7:01 PM
9	On the questions for density! had a hard time answering the questions becauseit wasn't clear on if there is high density is that for high rent buildings? Is it for the working people. The last thing I think this town should look like is a high density ski resort with tight over built areas. It would also push out the parking for the local person who for various reasons cannot rely on the bus service.	7/19/2022 5:10 PM
10	Please do not encourage developments in the core downtown area like BlueBird village. We need more restaurants, shops and vitality in the downtown core. We have Mountain Rides so 'affordable' housing can be placed in less expensive places than the core. Workers do not have to walk to work! We could have sold that piece of property for tons of money and used theC money to make many more affordable units if not placed in the down town core.	7/19/2022 5:08 PM
11	I love Ketchum and appreciate the City is trying to help with the housing crisis but let's be real. Increased zoning regs and restrictions on STR don't make it more affordable to live here. We need to relax regulations not tighten them and fight NIMBYSM. Support more projects like Bluebird. And break out the earplugs for wealthy second homeowners and wealthy businesses that fight large workforce projects. The businesses should step in and take ownership, plenty of affordable condos on the market in the South Valley to purchase. Ketchum wasted in lieu of funds on town plaza, hires consultants instead of purchasing existing units and hamstrings middle class STR owners. None of this increases community housing or supports locals. How	7/19/2022 4:25 PM

	many long term retiring locals will loose revenue from lots they've owned for years if more regulations are enacted?		
12	The time line to process applications for the best kind of projects that fit within the community takes far too long o be effective. It discourages anyone taking the "risk" to develop what is most needed. Subsidy of retail and office space can only take place with the development of higher end penthouse residences on the the upper floors and with adequate parking. The City is losing sight of the essential nature of public parking by taking parking way from the commercial core. Those projects that are architecturally strong and that recognize that Ketchum needs to modernize the "built" environment as authentic while accepting modern interpretations should be encouraged.	7/19/2022 3:29 PM	Л
13	Please act before it's too late.	7/19/2022 3:17 PM	Л
14	If you try to regulate everything in the CC zone too much, you will end up with nothing. If you really want density and vibrancy, you have to allow for taller buildings - which some locals will fight tooth and nail. IF you actually ran a pro forma on these properties, and strategically looked at how the lot could be developed / costs, you would see what is and isn't feasible. Some of your wishlist items are not feasible - pass the new code and you will get nothing instead of something. Build up higher, and eliminate parking if you want vibrancy. Sorry it's the truth. Build a parking garage on each side of main street.	7/19/2022 2:26 PM	Л
15	There is no reason to put low income housing in the center of town, which is controversial. Low income housing should be located near the hospital, which is easily accessible, close by, but not in the center of town.	7/19/2022 2:16 PM	Л
16	4 market rate units a \$2M each are not more likely to have full time use than 2 units a \$4M or \$5M. Market rate units will not attract full time residents in this market. We need more higher density workforce housing specific development like Bluebird.	7/19/2022 2:14 PM	Л
17	It makes the most sense to encourage people to create ADU on private property and develop housing in the light industrial area. The old lumber yard where the blue line meets the valley route, a YMCA, a skate park and a preschool seems like a great location.	7/19/2022 2:13 PM	Л
18	Require parking to be included in building footprints if they are increasing the size of the building capacity. Don't let another Ketch building incident happen. Move the Ketchum street department to the proper industrial center. Partner with all Valley stakeholders for assessment of more affordable land to be swapped for housing with the available higher priced land Ketchum city limits. Allow more mixed use that includes housing for the industrial center. Having a 10-year long gaping hole at the entrance of the city doesn't help to build vibrancy. Your Hawk crosswalks and SV Rd/Main Street traffic signals are a disaster that deter people from wanting to be or move through downtown. Encourage events that shut down streets in downtown for opportunities to have businesses stay open later for walking traffic. Offer tax incentives for additional dwelling units and affordable housing projects. Restrict the bank density Charge higher fees for the demolition of long-term/historic buildings that are replaced by mixed-use, highly priced retail and residential/condo projects. Ex: Perry's, Taste of Thai, Antique Ally, etc.	7/19/2022 11:40 AN	иM
19	item #7, the last question to answer in this survey: the idea that reviewing each project on a case by case basis for location of usesthis leaves a lot of room for interpretation on the part of P&Z in how the project is imagined/implemented/approved - it's a really big "grey" area that makes things more challenging for everyone involved as "interpretation" or personal opinions come into the decision making process. this "interpretation" has the potential to significantly slow down a proposed development's progress to approval and leaves the developer wondering if their project is going to get hung-up in the final approvals due to "interpretation" on the part of appointed officials on P&Z. if the City has concrete ideas of what they would like to stipulate in terms of use locations within projects, residents, developers, and City staff would be better served with a set of guidelines/adjustments to the code that all developments could reference in the beginning stages of the their development plans to meet the City's intended "use location" requirements. this also has the potential to reduce the amount of back and forth between a developer and City staff on a given project submission, which is also a more efficient use of the taxpayer dollars that fund the City's operations. I'm all for having the conversations about use and building layout where appropriate, but when things like this can be more concrete than a case by case review/interpretation, that more streamlined approach should at least be considered as a solution to concerns about building use location/layout.	7/18/2022 5:01 PM	Л
20	Can you limit Air B&B? to get back more of the long term rental availability?	7/16/2022 3:41 PM	/

21	Limit the mega homes, encourage aht's, give breaks to people to who rent to locals at a reasonable cost (below market value); tax the hell out of AirB&B type homes.	7/16/2022 11:31 AM
22	Parking incentives are fine for retail and office however forcing retail and office uses in the absence of data proving there is a shortage only increases the cost of development and reduces the likelihood of more affordable housing being included since it is unlikely that office and retail space will pay for itself, meaning residential margins must increase to create overall project feasibility.	7/15/2022 5:29 PM
23	If you keep allowing any kind of building to have a parking variance then let the mayor and city council members approving this pay for the parking structure that will eventually be required. You have city planning and codes. STICK to them every time. There are more variances granted for everyone except the smaller homeowner. NO ONE, subsidized housing included, should ever be excepted from meeting the standards agreed to.	7/15/2022 4:12 PM
24	We need parking spots for residents and visitors to our downtown core.	7/15/2022 4:11 PM
25	No more waivers for large hotels!	7/15/2022 3:59 PM
26	Try to get the message out to the new people to be humble and try to fit in and help the community rather than be a big part of the problem.	7/14/2022 4:17 PM
27	Thanks for the hard work!	7/13/2022 8:28 AM
28	The City of Ketchum should increase the FAR in the Community Core immediately in order to achieve their objectives. There are both Planning and Zoning and City Council members who believe that a 1.0 FAR is not only appropriate, but the only way to keep the town from being 'ruined' by development. This demonstrates a general lack of knowledge with respect to town planning. As the people charged with enabling our City's future success, they should be confident in asserting smart growth incentives in lieu of catering to the noisy minority who want to see Ketchum preserved in its current state. Also, local Architecture, Design and Construction Industry professionals tend to avoid participation in city processes [such as commenting on ordinances, or taking this survey] for fear of retaliation from the Planning and Building Director Suzanne Frick. While most would like to play a role in shaping the City's policies, anecdotal stories of projects being delayed as punishment for taking a stance that differs from the Department are rampant within social circles. Given the choice between providing for their families by enabling their client's success, or taking a stand against tyranny, most choose to remain silent. The City can choose to turn a blind eye to this constructive criticism and chalk it up to a disgruntled citizen, or get the right staff in place to help ensure that we have a successful, vibrant, and economically viable town in the future.	7/12/2022 10:00 AM
29	I would love to see more affordable plots of land in Ketchum for locals, rather than being forced to move south to build due to high cost of land.	7/12/2022 8:14 AM
30	ketchum needs to encourage visitor who want to come here for hiking, xc skiing, biking. the bike path needs to be connected to the harriman trail. one should be able to walk, ski or bike from downtown to the SNRA without needing a vehicle. we need to encourage visitors who want to come here & not need a car.	7/11/2022 8:36 PM
31	To effectively add density; the height must increase in the entire downtown. There is no other way to do it fairly for everyone.	7/11/2022 5:13 PM
32	Not a good idea to give the city too much discretion to review location, size, type of building. This should be in the Code, not a discretionary decision by the planning department.	7/11/2022 3:50 PM
33	Minimum residential density should not be increased by regulation, but rather by market forces and individual lot location and physical features, eg. corner lots vs interior lots	7/11/2022 3:04 PM
34	Worker housing is number one. If not, the city will die.	7/11/2022 12:15 PM
35	The amount of growth the Wood River Valley has experienced these two past years has been wild. I do believe we must act quickly to preserve the unique aspects of Ketchum that make it such a great place to live. The recent large developments in the cities core, loss of plants and trees, I believe, paints a bleak future for normal people of average income to live in and enjoy the town. The rental I used to live in was just demolished for a million dollar home to be built. I understand that money can buy what money can buy, but I hope Ketchum and the other BC cities can implement protections/regulations to help us keep our home - our home.	7/10/2022 12:04 PM
36	It would be worthwhile for the City decision makers to both consider responses to this survey,	7/10/2022 10:09 AM
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	yet still gain insight from industry professionals. The consideration sets I've heard at meetings have had a very limited perspective and don't reflect a well informed critical thinking. It's great that surveys like this are being utilized AND gaining insights from professionals without agendas is a great opportunity for our city.	
37	Thanks for your efforts!	7/9/2022 4:53 PM
38	The city of Ketchum has two obvious focuses: Less parking and car traffic and increasing affordable housing for the work force. It is blinding the city to what it should be addressing, making business easier to operate with better parking solutions and less rules and requirements for operations. Employees may want to live where they can park and raise a family. Not in a large complex with more requirements and less personal space. Hailey is achieving what Ketchum thinks it can achieve with it's mandatory and ever changing rules and requirements. How much did the city pay for the parking lots to collect fees and they are rarely used. Now you want more funding for housing there. What is next?? Really what is next?	7/9/2022 9:48 AM
39	AFFORDABLE housing should be the city's top priority. Housing without parking is NOT is transitional at best. It doesn't have to be in the city. Housing needs parking to be permanent.	7/9/2022 9:25 AM
40	Real estate developer has many requirements but one necessity is that parking is required to be successful. Many cities has built public parking structures that provide semi-convenient parking to retail and office uses. Believing that people won't have cars is simply erroneous. And, nearly all workforce housing projects require parking far greater than typical zoning because each residential unit is typically occupied by more people than market rate developments. Successful workforce developments are often parked by the bed as opposed to on a per bedroom basis similar to student housing. Professional developers would have known this fact.	7/9/2022 8:58 AM
41	The downtown core of is in jeopardy if you do not consider parking. There is already a requirement of 2 hour parking limitations in most of downtown. Where are people in businesses and retail supposed to park if they have to commute from outside? Who wants a job if you have to move your car every two hours? The final consideration not even mentioned here in the survey is Hailey and Bellevue. Each town relies on each other and the master plan for all three cities needs to be tied together. We need to STOP the reliance on affordable housing in neighboring communities as the workforce savior for Ketchum. Just sit in a lawn chair on any given weekday morning from 7 to 9 am each day and look at the crazy line of cars coming into town to work. Stop the focus on Kethum and look at Blaine county as a whole and how we live and work as one.	7/9/2022 8:54 AM
42	Until the housing situation of the workforce is addressed nothing is going to change. If the workforce can't afford to live here it doesn't matter how much retail space is created. If the only housing being created is for non-working, part time residents the issues with the people that support the community are not being addressed. If I were the city of Ketchum I would be working with the city of Bellevue to create housing for the workforce of Sun Valley, Ketchum and Hailey.	7/9/2022 8:43 AM
43	Thank you!	7/9/2022 7:06 AM
44	I walk lots and there are so many places with the shades down and empty. I am hoping for BlueBird, but it is yrs away and as a Sr. I have cars and the parking for BlueBird is crazy. Just because people are financially challenged doesn't mean they can do without a car or live in a small windowless space as some of the Community housing units.	7/8/2022 9:42 PM
45	Any new commercial and mixed use development should be required to build underground employee, residential and customer parking. It is unconscionable that this has not been required previously.	7/8/2022 8:12 PM
46	If your so concerned about the core WHY are you digging up the road during the peak tourist and business season? It should be done BEFORE Memorial Day or AFTER Labor Day. It ruins your credibility!	7/8/2022 6:56 PM
47	Thank you	7/8/2022 4:13 PM
48	Back to parking; underground, covered parking must be a requirement. Public parking garages can be sustituted, by charging each new development an initial fee and then yearly fee in conisdertion of relief from parking in development.	7/8/2022 3:42 PM
49	ELIMINATE or CAP short term housing. Do literally 1% of effort. stop doing NOTHING and do	7/8/2022 3:40 PM

	ANYTHING. The zoning has been sitting idly by letting our community die. The lack of affordable housing and EMPTY units in this town is 100% on your hands. DO SOMETHING. It's Embarassing.	
50	Restrictions work both ways. In the end it's up to the owner and developer to do what is best for this community. There are creative ways around a restriction. What good is housing density if it's empty homes or selling at an unattainable price point. We need more concepts like Blue Bird to preserve the little diversity we have left.	7/8/2022 2:09 PM
51	Where did the "in lieu" parking fees developers paid instead of providing parking go? The general City fund?! How much has been collected over the last 30 years?	7/8/2022 2:04 PM
52	The city is so far behind the ball on this and there is no public trust in local government. This is why the tax proposal failed. Bluebird is not the answer. Why not fix the design so that you gain local support. Reduce the quantity of units, increase the parking, and restrict units for locals only. With those left in the valley moving to Hailey and Bellevue, the traffic and parking is going to be horrific. How can you not see this?? My time is better spend researching new areas to move to.	7/8/2022 1:59 PM
53	Most of the damage has already been done and the majority of my friends and co-workers have already been "washed down stream" or washed right out of the valley. It's sad to say but on the current path we are taking Ketchum and Hailey will soon have no workers for the small businesses that make the wood river valley so peaceful and fun. That being said I really don't have any positive suggestions as to how to fix it. Affordable housing will help but it actually needs to be affordable. Most people can not afford \$1,500-3,000 a month on low salary's.	7/8/2022 1:39 PM
54	Please work expediently to turn some short-term rentals into long term rentals for our workers. Getting deed restrictions and the First and Washington site developed within the next 2 years would help. Using philanthropy to fund housing is needed.	7/8/2022 1:25 PM
55	Trends in the building and development environment change, sometimes rapidly, sometimes over longer periods of time. The local market will dictate the needs and thus respond in kind. It appears the actions being made are short sided and reactionary. The city should be a participant in these actions however, in a limited manner. Creating more review processed and governmental intervention only adds to the problem. The. It city's roll should be to set the table and let the individual or groups who can solve these issues, solve these issues.	7/8/2022 1:21 PM
56	The city should promote mixed uses in areas zoned industrial and should allow higher density residential use in those aeas. The development of tiny houses, etc. should be incentivized in those areas.	7/8/2022 1:19 PM
57	Working people are not looking for a handout, but reasonable accommodation to live here. Short Term rental market needs to be dealt with, working with other communities to resolve this at state level, reduce the influence of realtors. City must be willing to fight NIMBYS and call them out.	7/8/2022 1:02 PM
58	Thanks for the survey. I hope big changes happen. I would love to stay here.	7/8/2022 12:32 PM
59	The city should consider raising property taxes on vacant/investment properties, by simultaneously raising the home owners exemption and overall property tax. Additionally, it should consider adding a "Rental" exemption to encourage property owners to fill vacant units. The extra money could then be used to fund more affordable housing initiatives.	7/8/2022 12:23 PM

Q9 If you would like to receive email updates on this initiative, please enter the following information:

Answered: 42 Skipped: 120

ANSWER CHOICES	RESPONSES	
Name	97.62%	41
Company	0.00%	0
Address	0.00%	0
Address 2	0.00%	0
City/Town	0.00%	0
State/Province	0.00%	0
ZIP/Postal Code	0.00%	0
Country	0.00%	0
Email Address	100.00%	42
Phone Number	0.00%	0

#	NAME	DATE
1	Rob O'Neill	7/21/2022 12:50 PM
2	Roger Godfrey	7/20/2022 11:27 PM
3	Lynne Hanson	7/20/2022 10:00 AM
4	Larissa DeHaas	7/20/2022 7:44 AM
5	Carolyn parker	7/20/2022 6:59 AM
6	Michael Cohen	7/20/2022 1:51 AM
7	Chelsea Goodrich	7/19/2022 6:30 PM
8	susan neaman	7/19/2022 5:10 PM
9	Travis McDaniel	7/19/2022 3:17 PM
10	Christine	7/19/2022 2:16 PM
11	Laura Crist	7/18/2022 1:34 PM
12	Carolyn Coiner	7/16/2022 6:16 PM
13	Keith	7/16/2022 9:17 AM
14	Wilson Julie	7/15/2022 4:11 PM
15	Caleb Spangenberger	7/12/2022 10:00 AM
16	Megan	7/12/2022 8:14 AM
17	Mike Goitiandia	7/11/2022 5:13 PM
18	Tom Drougas	7/11/2022 3:04 PM
19	Paige Lethbridge	7/11/2022 12:15 PM

20	Edward Jacobs	7/11/2022 8:46 AM
21	mary	7/10/2022 4:46 PM
22	Ingrid Whittaker	7/9/2022 7:37 PM
23	Josh Johnson	7/9/2022 4:53 PM
24	Percy Hermoza	7/9/2022 1:34 PM
25	John B. Heinrich	7/9/2022 9:25 AM
26	Rick Emsiek	7/9/2022 8:58 AM
27	Todd Seibel	7/9/2022 8:54 AM
28	Joe Goodfield	7/9/2022 8:43 AM
29	Alex Babalis	7/9/2022 7:06 AM
30	Robert C Freeman	7/8/2022 10:14 PM
31	Michele Monnier	7/8/2022 9:42 PM
32	GG Luke	7/8/2022 8:12 PM
33	Hayden Seder	7/8/2022 6:26 PM
34	Victor Bernstein	7/8/2022 3:42 PM
35	Roger Roland	7/8/2022 2:04 PM
36	Angie Benton	7/8/2022 1:58 PM
37	James	7/8/2022 1:19 PM
38	Matthias Fostvedt	7/8/2022 12:32 PM
39	Gwen Ceccanti	7/8/2022 12:23 PM
40	Ryan Gallagher	7/8/2022 12:23 PM
41	Kyle Robertson	7/8/2022 12:20 PM
#	COMPANY	DATE
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#	ADDRESS	DATE
	There are no responses.	
#	ADDRESS 2	DATE
	There are no responses.	
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#	ZIP/POSTAL CODE	DATE
	There are no responses.	
#	COUNTRY	DATE
,,	There are no responses.	
#	EMAIL ADDRESS	DATE
1	robert@southgatecorporation.com	7/21/2022 12:50 PM
2	200birddrive@gmail.com	7/20/2022 11:27 PM

265

3	lynneshanson@gmail.com	7/20/2022 10:00 AM
4	larissaddehaas@gmail.com	7/20/2022 7:44 AM
5	Carolynparker2@gmail.com	7/20/2022 6:59 AM
6	mhcohen.mail@icloud.com	7/20/2022 1:51 AM
7	taxibug@gmail.com	7/19/2022 7:01 PM
8	chelseagoodrich1@gmail.com	7/19/2022 6:30 PM
9	susancneaman@gmail.com	7/19/2022 5:10 PM
10	travismcdmusic@gmail.com	7/19/2022 3:17 PM
11	cbsdecor@gmail.com	7/19/2022 2:16 PM
12	lolamitch@hotmail.com	7/18/2022 1:34 PM
13	cbcoiner@gmail.com	7/16/2022 6:16 PM
14	perrys@sunvalleynet.com	7/16/2022 9:17 AM
15	wilsonbay@mac.com	7/15/2022 4:11 PM
16	calebspang@gmail.com	7/12/2022 10:00 AM
17	megeorge22@gmail.com	7/12/2022 8:14 AM
18	mike@ccdisposal.com	7/11/2022 5:13 PM
19	tdrougas@gmail.com	7/11/2022 3:04 PM
20	paigelethbridge@me.com	7/11/2022 12:15 PM
21	Edwardrjacobs@gmail.com	7/11/2022 8:46 AM
22	mmalex.ma@gmail.com	7/10/2022 4:46 PM
23	ingrid.whittaker11@gmail.com	7/9/2022 7:37 PM
24	joshua.johnson34@gmail.com	7/9/2022 4:53 PM
25	chinapandasv@outlook.com	7/9/2022 1:34 PM
26	jbh@svbroker.net	7/9/2022 9:25 AM
27	greyhawk1959@icloud.com	7/9/2022 8:58 AM
28	toddseibel@yahoo.com	7/9/2022 8:54 AM
29	joe@makingspaceswork.com	7/9/2022 8:43 AM
30	alexandrababalis@gmail.com	7/9/2022 7:06 AM
31	robsfitnesstraining@gmail.com	7/8/2022 10:14 PM
32	stashaspanky@gmail.com	7/8/2022 9:42 PM
33	luke.gina@yahoo.com	7/8/2022 8:12 PM
34	haydenseder@gmail.com	7/8/2022 6:26 PM
35	bernsteinrv@gmail.com	7/8/2022 3:42 PM
36	sushionsecond@q.com	7/8/2022 2:04 PM
37	abenton@thetugboatgroup.com	7/8/2022 1:58 PM
38	jbourrret2@icloud.com	7/8/2022 1:19 PM
39	fostvedtm@gmail.com	7/8/2022 12:32 PM
40	gwenceccanti@gmail.com	7/8/2022 12:23 PM

41	ryangall7@gmail.com	7/8/2022 12:23 PM
42	kyle.robertson@comcast.net	7/8/2022 12:20 PM
#	PHONE NUMBER	DATE
	There are no responses.	



ATTACHMENT C: Executive Summary – Draft Ordinance 1234



EXECUTIVE SUMMARY - ORDINANCE 1234

Updated: July 27, 2022

The intent of the Ordinance is to support a strong and diverse economy and create a vibrant downtown by:

- Preserving the existing housing units in the city
- Increasing the creation of new housing units in the city
- Increasing available commercial space in the downtown

The ordinance is being proposed because:

- Ketchum has a severe shortage of housing, which has a negative impact on our businesses, the vibrancy of our downtown, and the community.
- Ketchum lost 475 long term rental and ownership housing units from 2000 to 2019.
- Construction of residential units within Ketchum has decreased significantly since 1989.
 From 1990 to 2009, approximately 290 units were constructed for an average of 15 units per year. From 2010 to 2020, only 92 units were constructed for an average of 9 units per year, a significant decrease from previous years.
- The city and our partners will need to build, convert, or preserve between 65 and 100 housing units each year to support the dynamic demands of a resort community economy
- Ketchum experienced a significant population increase from 2019 to 2020 of approximately 25%, when annual population growth is traditionally 1%. It is unclear if this increase is unique or a continuing trend.
- Ketchum lacks available office, retail, and restaurant space, limiting the ability for businesses to start or expand within Ketchum.
- Development permitted under the current zoning regulations result in low-density residential development in areas where the 2014 Ketchum Comprehensive Plan envisions medium to high density residential and vibrant mixed-use development

The ordinance does:

- Increase the supply of housing in Ketchum without increasing building heights or square footage of developments.
- Protect and preserve existing housing.
- Incentivize the construction of additional commercial space in the downtown.
- Provide temporary regulations while permanent regulations are developed.

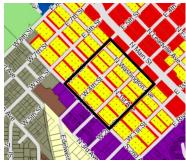
The ordinance does not:

- Place a moratorium on development or reduce the development potential of properties
- Change, reduce or increase, the permitted maximum building heights, or floor area ratios (FAR)
- Regulate the cost of renting or buying new or existing housing units. Please visit www.projectketchum.org/housing-matters for information on those initiatives.

The Draft Ordinance Proposes the Following:

- 1. Recommend five changes to the Ketchum zoning and subdivision regulations as follows:
 - a. Minimum residential densities required for projects with density bonuses in certain zone districts depending on project type
 - i. Community Core Requires a minimum of 7 units per Ketchum townsite lot for 100% residential projects. For mixed-use projects the ordinance requires 4 units per townsite lot for projects with 30% or less commercial space, 3 units per townsite lot for projects with 31-60% commercial space, two units per townsite lot for projects with 61-80% commercial space, and no minimum for projects with 80% or more of commercial unless residential is provided. In this case, two units are required.
 - ii. Tourist Requires a minimum of 7 units per 10,000 square feet of lot area for 100% residential projects. For mixed-use projects the ordinance requires 4 units per 10,000 square feet for projects with 30% or less commercial space, 3 units per 10,000 square feet for projects with 31-60% commercial space, two units per 10,000 square feet for projects with 61-80% of commercial space, and no minimum for projects with 80% or more of commercial unless residential is provided. In this case, two units are required.
 - iii. T-3000 Requires 4 units per 10,000 square feet of lot area.
 - iv. T-4000 and GR-H requires 8 units per 10,000 square feet of lot area.
 - v. No minimum densities are proposed for General Residential-Low Density (GR-L), Limited Residential (LR, LR-1, and LR-2), Short-Term Occupancy (STO-1, STO-4, and STO-H), Light Industrial (LI, LI-1, and LI-2), Recreation Use (RU), or Agricultural and Forestry (AF) zone districts.
 - vi. Minimum densities may be adjusted subject to Conditional Use Permit.
 - b. Consolidation of lots
 - Consolidation of lots permitted with additional standards in all zone districts except General Residential-Low Density (GR-L), Limited Residential (LR, LR-1, and LR-2), Short-Term Occupancy (STO-1, STO-4, and STO-H), where a waiver would be required.
 - ii. Consolidation of lots requires a preliminary plat and final plat application.

- iii. Additional review standards requiring conformance with land use approvals, zoning regulations, and comprehensive plan.
- c. Net loss of units
 - i. No project can result in the net loss of residential units through consolidation of units, or demolition and redevelopment of property
 - ii. Number of residential units may be reduced subject to Conditional Use Permit.
- d. Parking exemptions
 - i. Any individual retail unit less than 5,500 square feet is exempt from parking requirements in the Community Core and Tourist zone districts
 - ii. No parking is required for the first 5,500 square feet of office space within the Community Core and Tourist zone districts
- e. Type, Amount, and Location of Uses in Certain Areas
 - Properties on the south side of River Street adjacent to the downtown are subject to the use requirements of the CC-2 zone district. Single Family dwelling units are no longer permitted.
 - ii. Ground floor residential with street frontage is not permitted in developments on certain properties in the downtown shown on the image below.



- iii. For developments in the CC-1, CC-2 and portions of the Tourist zone district must meet the following:
 - 1. For mixed-use developments, 55% of the ground floor must be commercial
 - 2. Individual residential units cannot exceed 3,000 square feet
 - 3. Community housing units are not permitted within basements
 - 4. Number of parking spaces cannot exceed the minimum required unless for public parking
- iv. Exceptions to the requirements above can be made through a conditional use permit
- 2. The ordinance would apply to all applications for development not deemed complete by the effective date of the ordinance. Pre-application Design Review applications that do not have a Design Review Application deemed complete prior to the effective date of the ordinance are subject to the requirements above.



ATTACHMENT D: Full Text – Draft Ordinance 1234

ORDINANCE 1234

AN INTERIM ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, TO IMPLEMENT REVISED DEVELOPMENT STANDARDS **THAT** REOUIRE MINIMUM RESIDENTIAL DENSITIES IN CERTAIN ZONE DISTRICTS FOR CERTAIN PROJECTS; REGULATE THE CONSOLIDATION OF LOTS IN CERTAIN ZONE DISTRICTS; PROHIBIT THE REDUCTION OF DWELLING UNITS IN **CONJUNTION WITH** DEVELOPMENT PROJECTS; CLARIFY REQUIREMENTS FOR RETAIL AND OFFICE USES IN THE CC AND T ZONE DISTRICTS; AMEND THE USES PERMITTED IN THE CC-2 AND A PORTION OF THE T ZONE DISTRICT; ADD REQUIREMENTS FOR DEVELOPMENTS WITHIN CERTAIN ZONE DISTRICTS RELATED TO SQUARE FOOTAGE OF USES, LOCATION OF USES, AND PARKING; AND ADD DESIGN REVIEW CRITERIA FOR DEVELOPMENTS IN CERTAIN ZONE DISTRICTS: PROVIDING FOR PUBLICATION BY SUMMARY; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE AND A SUNSET DATE.

WHEREAS, Idaho Code Section 67-6524 authorizes local jurisdictions to enact interim ordinances, effective up to one (1) year, during the pendency of preparation and adoption of a permanent ordinance; and

WHEREAS, the State of Idaho and the Idaho Housing and Finance Association has stated that access to workforce housing has become a statewide challenge impacting urban, rural, and resort communities, resulting in a proposal for a state-led gap financing program for development of workforce housing; and

WHEREAS, the 2014 Ketchum Comprehensive Plan identifies ten core values vital to the City's ability to achieve its vision including 1) A Strong and Diverse Economy, 2) Vibrant Downtown, and 4) A Variety of Housing Options; and

WHEREAS, the City of Ketchum (the "City") is experiencing a significant population increase and a severe shortage of housing for the local workforce at all income levels which is threatening the livelihood and straining the resources of the City, its citizens, and its businesses; and

WHEREAS, businesses in Ketchum have been forced to reduce operating hours in the past two years due to lack of workforce; and

WHEREAS, the City's average annual population growth rate is approximately 1%, however, the population of the City increased 25% from 2019 to 2020; and

WHEREAS, the City collects housing specific data and is developing a Housing Action Plan to address the immediate need for more housing in the City; and

WHEREAS, the City lost 475 long-term rental and ownership housing units from 2000 to 2019; and

- **WHEREAS,** in addition to the 475 housing units lost, the Housing Action Plan Summary and Findings identify the need to build, convert, or stabilize between 65 and 100 housing units annually in the City to ensure adequate housing for the City's workforce and support the dynamic demands of a resort community economy; and
- **WHEREAS,** from 1990 to 2009, approximately 290 units were constructed for an average of 15 units per year. From 2010 to 2020, only 92 units were constructed for an average of 9 units per year, a significant decrease from previous years; and
- **WHEREAS**, the City is experiencing an increase in the redevelopment of property as more than half of the City's housing stock was built before 1980 and there are a limited number of vacant properties within city limits; and
- WHEREAS, development permitted under the current zoning regulations result in lowdensity residential development in areas where the 2014 Ketchum Comprehensive Plan envisions medium to high density residential and vibrant mixed-use development; and
- **WHEREAS**, staff presented options for addressing housing issues to the Planning and Zoning Commission at a special meeting on February 15, 2022. At that meeting, the Planning and Zoning Commission directed staff to prepare a draft emergency ordinance reflecting proposed changes for review; and
- **WHEREAS**, the Planning and Zoning Commission met on March 8, 2022, and March 29, 2022, to discuss the draft emergency ordinance and obtain public input related to the proposed changes and recommended on March 29, 2022, the emergency ordinance be adopted by City Council; and
- WHEREAS, the City Council met on April 18, 2022, to review the draft emergency ordinance and recommendation from the Planning and Zoning Commission. At said meeting, the City Council declined to approve the emergency ordinance as presented and directed staff to conduct additional community engagement and prepare an interim ordinance reflecting additional feedback from the community; and
- **WHEREAS,** the City conducted a community workshop to gather additional feedback on the proposed changes June 28, 2022, attended by members of the City Council, Planning and Zoning Commission, and the public. Said workshop was followed by a community survey requesting feedback on the same topic; and
- **WHEREAS**, the Planning and Zoning Commission held a public hearing on [*insert date*] to review this interim ordinance, as prepared by staff, reflecting significant feedback from the community; and
- **WHEREAS**, the Planning and Zoning Commission recommended approval of this interim ordinance at their regular meeting on [insert date]; and
- **WHEREAS,** the City Council held a public hearing on [*insert date*] to review the interim ordinance, information from staff, and recommendations from the Planning and Zoning Commission; and

WHEREAS, The City Council held [*insert number of readings*] readings of the interim ordinance on [*insert dates of hearings*] resulting in approval of this interim ordinance; and

WHEREAS, the Planning and Zoning Commission hearings and City Council hearings were duly noticed per the requirements of Idaho Code Section 67-6509; and

WHEREAS, the provisions of this ordinance are temporary in nature and shall expire three hundred and sixty five (365) days after the adoption of this interim ordinance; and

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

Section 1. The following interim regulations and standards apply to any Building Permit, Pre-Application Design Review, Design Review, Subdivision, or Conditional Use Permit application deemed complete after the effective date of this Ordinance filed pursuant to Title 16 - Subdivision Regulations and Title 17 - Zoning Regulations. Pre-application Design Review applications deemed complete prior to the effective date of this ordinance, that do not have a subsequent Design Review application deemed complete, are subject to the provisions contain herein. Wherever any provision in Title 16 or Title 17 or any other ordinance, rule or regulation of any kind contain standards covering the same subject matter, the standards of this Ordinance shall apply.

- **Section 2.** All zoning districts referenced in this ordinance are pursuant to Ketchum Municipal Code (the "KMC") Chapter 17.18 *Zoning Districts* and abbreviated as referenced. All terms in this ordinance are defined in Section 17.08.020 *Terms Defined* and 16.04.020-*Definitions* of the KMC with the addition of the following:
 - A. Consolidation the action or process of combining more than one lot or unit into a single lot or unit.
 - B. Residential Density the number of dwelling units per square feet of lot area.

Section 3. There shall now be minimum residential densities for new development projects or expansions of existing buildings that exceed a total floor area ratio (FAR) of 1.0 within Subdistrict 1 and Subdistrict 2 of the CC zone district and 0.5 FAR in the T, T-3000, T-4000, and GR-H zone districts as follows:

Zone District	Minimum Residential Density Required (units/SF)			
CC Subdistricts 1 and 2	100% Residential Development 7 / 5,500			
	Mixed Use Development			
	≤ 30%	31-60%	61-80%	≥ 80%
	Commercial	Commercial	Commercial	Commercial
	4 / 5,500	3 / 5,500	2 / 5,500	No Minimum except when residential units are provided,

				there shall be a minimum of 2 units
T	100% Residential Development 7 / 10,000			
	≤ 30%	31-60%	61-80%	≥ 80%
	Commercial	Commercial	Commercial	Commercial
	4 / 10,000	3 / 10,000	2 / 10,000	No Minimum except when residential units are provided, there shall be a minimum of 2 units
T-3000	4 / 10,000			
T-4000	8 / 10,000			
GR-H	8 / 10,000			

- A. For purposes of calculating commercial area for minimum residential densities, commercial square footage shall include all permitted and conditionally permitted uses identified in KMC Section 17.12.020 *District Use Matrix* under the categories of "Commercial" or "Public and Institutional".
- B. Percent commercial shall be calculated by dividing the total commercial square footage by the Gross Floor Area for the project.
- C. Total commercial square footage shall be calculated using the total area of commercial uses on all floors in a building or portion of a building measured from the interior walls, excluding:
 - a. Common areas
 - b. Mechanical and maintenance equipment rooms
 - c. Parking areas and/or garages
 - d. Public areas
- D. Minimum densities identified in Section 4 may be adjusted subject to the review and approval of a Conditional Use Permit by the Planning and Zoning Commission.

Section 4. There shall now be standards for the consolidation of lots. Additionally, there shall be a specific application type, process, and additional standards for the review and approval of the consolidation of lots as follows:

A. Consolidation of lots within the City shall be permitted in certain zone districts as follows:

Zone District	Consolidation of Lots
CC - Subdistricts 1 and 2	Permitted subject to additional standards
T	Permitted subject to additional standards
T-3000	Permitted subject to additional standards
T-4000	Permitted subject to additional standards

GR-H	Permitted subject to additional standards
GR-L	Permitted subject to waiver
LR, LR-1, and LR-2	Permitted subject to waiver
STO-1, STO-4, and STO-H	Permitted subject to waiver
LI, LI-2, and LI-3	Permitted subject to additional standards
RU and AF	Permitted subject to additional standards

^{*}Additional Standards are outlined in Subsection F. The waiver process is as outlined in KMC Section 16.04.130.

- B. The definition of "Readjustment of Lot Lines" in KMC Section 16.04.020 *Definitions*, also known as Lot Line Shifts, shall no longer include the "removal of lot lines".
- C. Consolidation of lots may only be considered pursuant to the requirements and standards of KMC Section 16.04.030 *Procedure for Subdivision Approval*.
- D. All preliminary plat applications for consolidation of lots shall only be considered when submitted concurrently with a building permit application or land use development application as applicable.
- E. The final plat for consolidation of lots shall not be signed by the City Clerk and recorded until the proposed development has received one or both of the following as applicable:
 - 1. A certificate of occupancy issued by the City of Ketchum; and
 - 2. Completion of all design review elements as approved by the Planning and Zoning Administrator.
- F. In addition to KMC Section 16.04.040, all preliminary plat applications for consolidation of lots shall comply with the following criteria:
 - 1. The preliminary plat application is in conformance with all applicable building permit and land use development approvals.
 - 2. The preliminary plat application is in conformance with all applicable Zoning Regulations contained within Title 17 Zoning Regulations.
 - 3. The preliminary plat application is found to be in conformance with the comprehensive plan in effect at the time the application was deemed complete.
- **Section 5.** No demolition permit shall be issued pursuant to Chapter 15.16 of the KMC that results in the net loss in the total number of residential units currently existing on a property as of the effective date of this ordinance. The following standards apply to all properties within the City:
 - A. Development of property, in any zone district, may not result in the net loss of dwelling units.
 - B. Total number of dwelling units shall be calculated including all listed or defined dwelling unit uses and terms in the KMC such as, but not limited to, "dwelling, one family", "dwelling, multi-family", "dwelling unit, accessory", and "work/live unit".
 - C. No demolition permit shall be issued for any structure until a building permit application for a replacement project on the property and required fees have been accepted by the City and deemed complete.

- D. Reduction in number of residential units may be permitted subject to the review and approval of a Conditional Use Permit by the Planning and Zoning Commission prior to submittal of a demolition permit application.
- E. In the event of imminent and substantial danger to the health or safety of the public due to neglect or condemnation of the building as determined by the building official or his/her designee, a building may be demolished prior to redevelopment pursuant to the requirements of KMC Section 15.16.030. Prior to demolition of the structure(s), a development agreement shall be entered into between the owner of the property and the City of Ketchum stipulating the total number of units required at the time of development of the property. Said development agreement shall be recorded against the property with the office of the Blaine County, Idaho, Clerk and Recorder.
- **Section 6.** There shall be no parking required for individual retail spaces of 5,500 square feet or less within the Community Core (CC) and Tourist (T) zoning districts.
- **Section 7.** There shall be no parking required for the first 5,500 square feet of office space of a project within the Community Core and Tourist zone districts.
- **Section 8.** New developments on properties within the Tourist zone district that include frontage along River Street from S Leadville Ave to S 2nd Ave, as shown in Exhibit A, shall be subject to the uses permitted and conditionally permitted and associated footnotes for the Community Core Mixed Use subdistrict (CC-2) as outlined in KMC 17.12.020 District Use Matrix.
- **Section 9.** Properties within the Community Core Mixed Use subdistrict (CC-2), as shown on Exhibit B, shall be subject to the following:
 - A. Ground floor residential with street frontage is not permitted.
- **Section 10.** Developments within the CC Subdistrict 1 and 2, T (Leadville to 2nd Ave fronting River Street) not exempt from Design Review are subject to the following standards:
 - A. For mixed-use developments, a minimum of 55% of the gross square feet of the ground floor must be commercial use(s).
 - B. Community housing units are not permitted within basements.
 - C. Individual residential dwelling units cannot exceed a total square footage of 3,000 square feet. Total square footage shall be calculated as the total area of residential space within a single residential unit measured from the interior walls. For residential units with multiple floors, staircases and elevators shall be included in the calculation on the first level of the residential unit only.
 - D. Developments shall not provide a total number of parking spaces above the minimum parking requirements per KMC 17.125.040 *Off Street Parking and Loading Calculations*, unless the additional parking spaces are designated for public parking use only.
- **Section 11.** Requirements outlined in Sections 9 and 10 of this ordinance may be adjusted subject to the review and approval of a Conditional Use Permit by the Planning and Zoning Commission.

- **Section 12.** All development, not exempt from Design Review pursuant to KMC Section 17.96.010, shall meet the following additional criteria:
 - A. The design and uses of the development conform with the goals, policies, and objectives of the comprehensive plan.
- **Section 13.** This ordinance shall be in full force and effect from and after its passage and approval and shall remain in effect for a period not to exceed three hundred and sixty-five (365) days from its effective date, pursuant to Idaho Code Section 67-6524.
- **Section 14. SAVINGS AND SEVERABILITY CLAUSE:** It is hereby declared to be the legislative intent that the provisions and parts of this Ordinance shall be severable. If any paragraph, part, section, subsection, sentence clause or phrase of this Ordinance is for any reason held to be invalid for any reason by a Court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.
- **Section 15. REPEALER CLAUSE**: All City of Ketchum Ordinances or resolutions or parts thereof which are in conflict herewith are hereby repealed.
- **Section 16. PUBLICATION:** This Ordinance, or a summary thereof in compliance with Section 50-901A, Idaho Code, substantially in the form annexed hereto as Exhibit "A" shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.
- **Section 17. EFFECTIVE DATE:** This Ordinance shall be in full force and effect from and after its passage, approval, and publication according to law.

	APPROVED by the MAYOR OF KETCHUM IDAHO,
on this day of 2022.	
	APPROVED:
	Neil Bradshaw, Mayor
ATTEST:	
Lisa Enourato, Interim City Clerk	

Interim Ordinance 1234 Exhibit A



Community Core Subdistricts



1-Retail Core

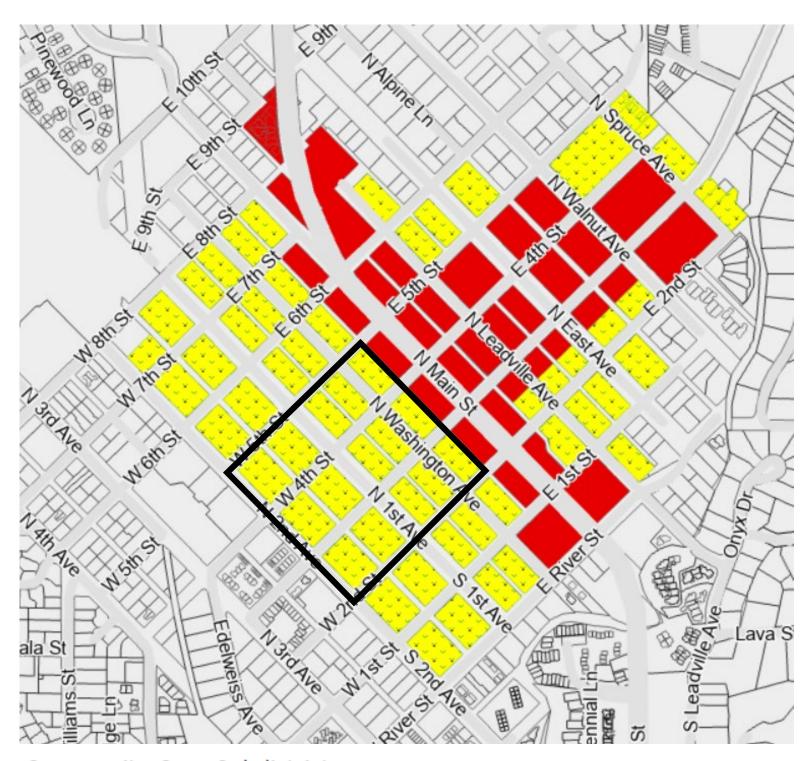


Permitted Uses to Match Mixed Use Subdistrict

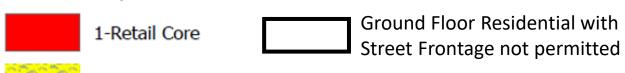


2- Mixed Use

Interim Ordinance 1234 Exhibit B



Community Core Subdistricts



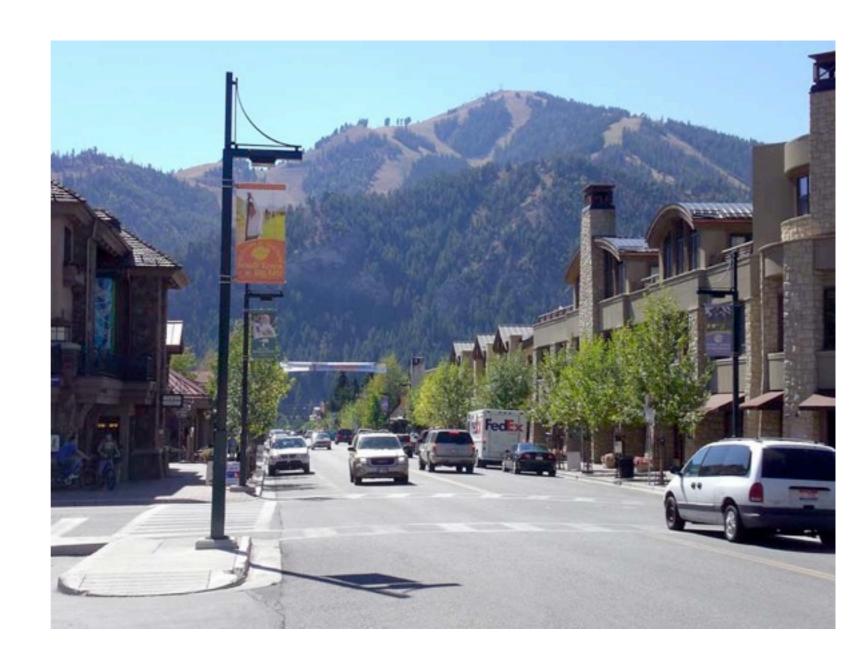


ATTACHMENT E:

Love Schack Development
Study, Density Study by Zone
District, Comprehensive Plan
Comparison, Development
Scenarios

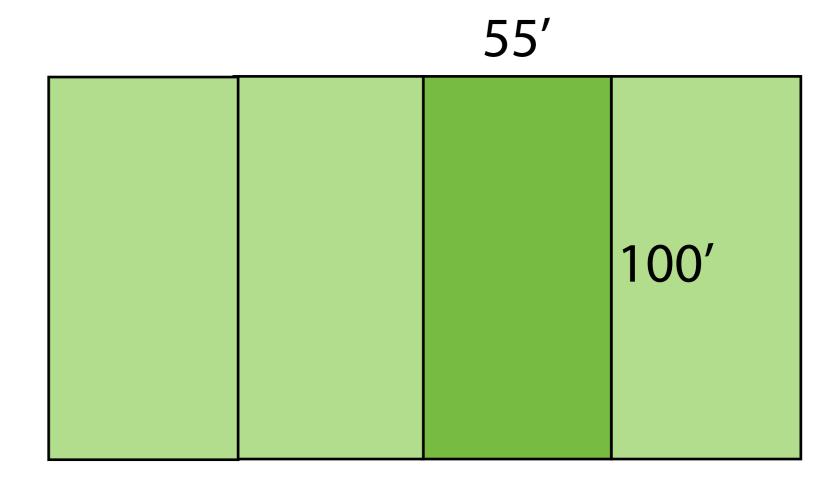
How Parking Influences Development & Density, in Ketchum, Idaho.

Love Schack Architecture, P.C. www.loveschackarchitecture.com





Typical Property within the Community Core is 55'x 100', or 5500 sqft area.

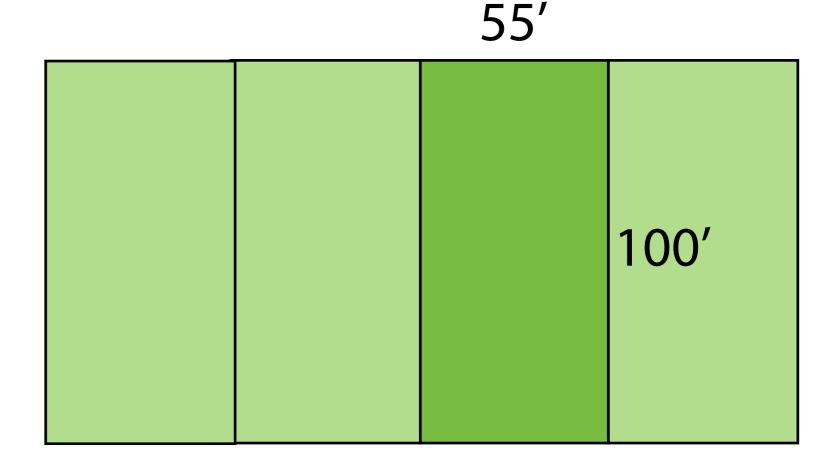




What is the development potential?

In addition to local parking requirements, how do other components of Local Zoning and National Building Code impact the allowable density and viability of development?

What are the opportunities?



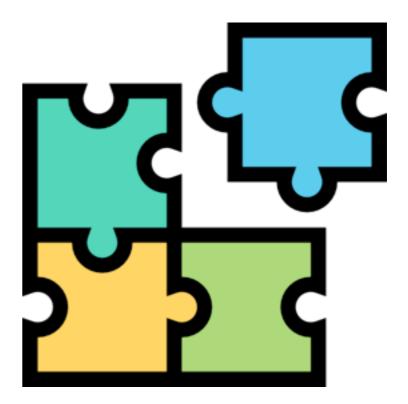


Approach:

Code Review and Zoning Analysis with guidelines provided by the Ketchum Planning Department to objectively determine the maximum development potential. Five prototypes were developed.

Zoning Considerations:

- Minimum Parking Requirements
- Density Bonuses for Community Housing
- Lot Sizes
- Allowed Uses
- Setbacks
- Maximum Height

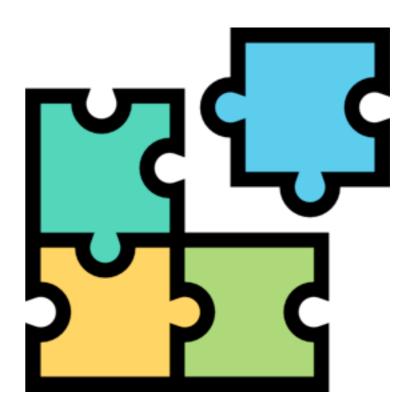




Building Code, IBC 2012

Underground Parking Car Ramp Requirements Egress & Life Safety

Construction Type
Building Use & Occupancy
Allowed Footprint/Maximum Stories
Fire Sprinkler Requirements
Fire Rating for Exterior Walls & Allowed Adjacencies
Requirement of ADA Units
Requirement of ADA Parking Spaces





Existing

based on cumulative sq.ft. of each use

residential = 1 car/1500 sq.ft. **commercial** = varies:

- •1 car/100 sq.ft. of assembly in restaurants
- •1 car/500 sq.ft. of retail



* 4 on-street parking places are credited for commercial use, after 4 spaces provided on-site

0 parking req'd for CH







Commercial A: 4,070 sq ft

CH

Residential A: 750 sq ft

Residential A: 1,500 sq ft

Residential A: 3,800 sq ft

Proposed

residential = based on ranges of sq.ft., parking spaces are required per unit

commercial = varies:

- •1 car/1000 sq.ft. generally
- all restaurants exempt
- •first 5,500 sq.ft. of retail exempt

*note: on-street parking credit remains available for developments providing on-site parking

0 parking req'd for ground level retail, up to 5,500 sq.ft., and restaurant

0 parking reg'd for CH

0 parking req'd for small residential units

<750 sqft

~

750-1500 sqft

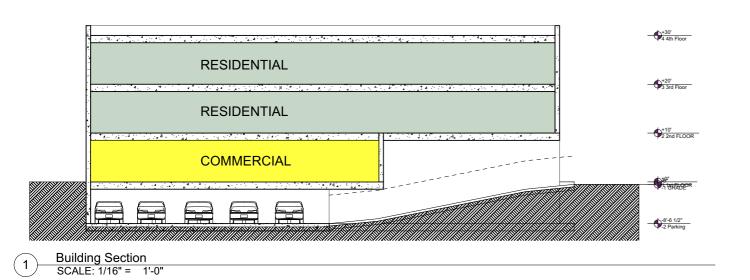


1500+ sqft



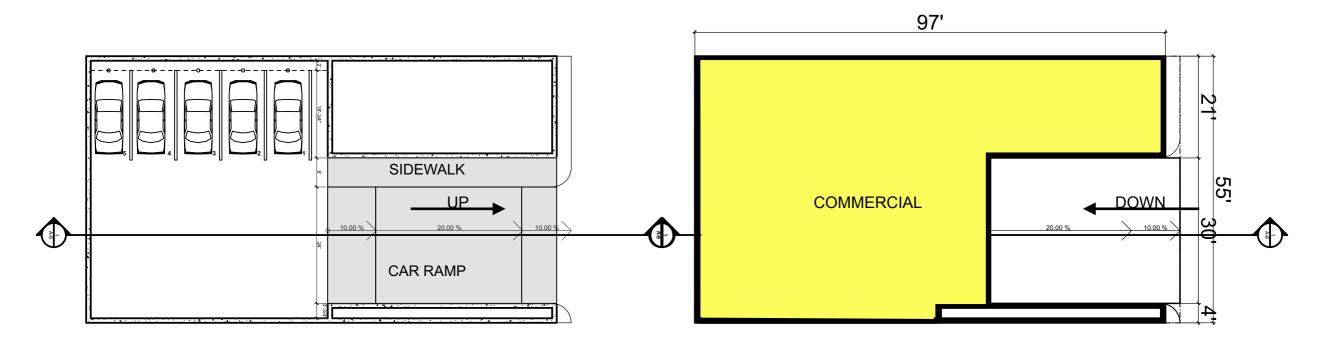
Underground parking \neq a solution for 1 lot







*based on minimum head heights allowed by code, trucks and vans do not fit!



City of **Ketchum**



FAR (Floor Area Ratio) = developable square footage (floor area) compared to square footage of lot

When Community Housing (CH) is included in development, or when CH is met by payment-in-lieu of construction, a significant density bonus is added to the FAR.

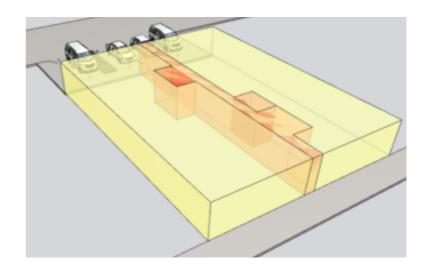
Example:

If a lot is $100' \times 55' = 5500$ sqft, including CH allows up to 12,375 sqft w/ an FAR of 2.25 to be developed

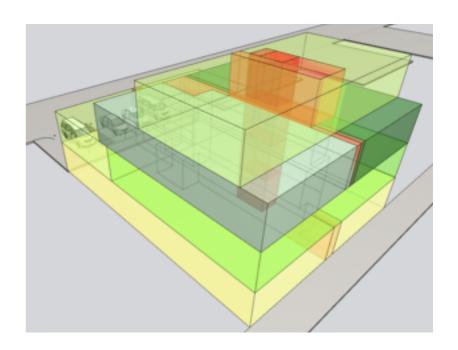
With an FAR of 2.25, 1375 sqft of CH is required, or a fee-in-lieu for 1,375 sq ft can be paid.

For the following development prototypes CH is included on site.

FAR 1.0



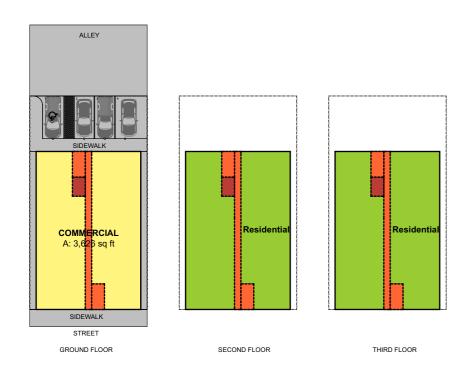
FAR 2.25



City of **Ketchum**



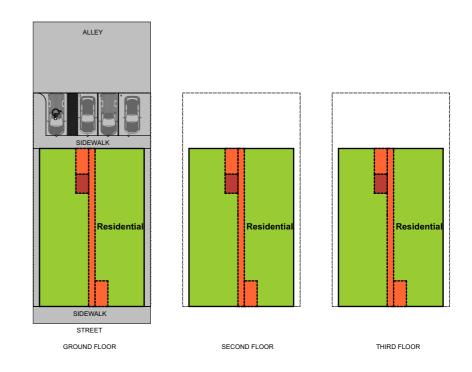
Mixed Use defined by ground floor being 100% commercial and upper floors residential.







Residential Only = all units residential.



City of **Ketchum**



Floor Area Ratio (FAR) Scenarios

All Scenarios are 2.25 FAR All Scenarios included the required 1,375 sq ft of CH on site.

В MIXED USE **OPTIONS** B RESIDENTIAL ONLY **OPTIONS**



^{*}we did not consider all of the potential options, but considered options with different priorities, i.e. maximizing commercial sqft on the ground level or avoiding side setbacks, or maintaining a simple rectangular building vs. keeping the height low, all the while, maintaining the full build-out of 12,375 sqft to achieve the maximum FAR of 2.25

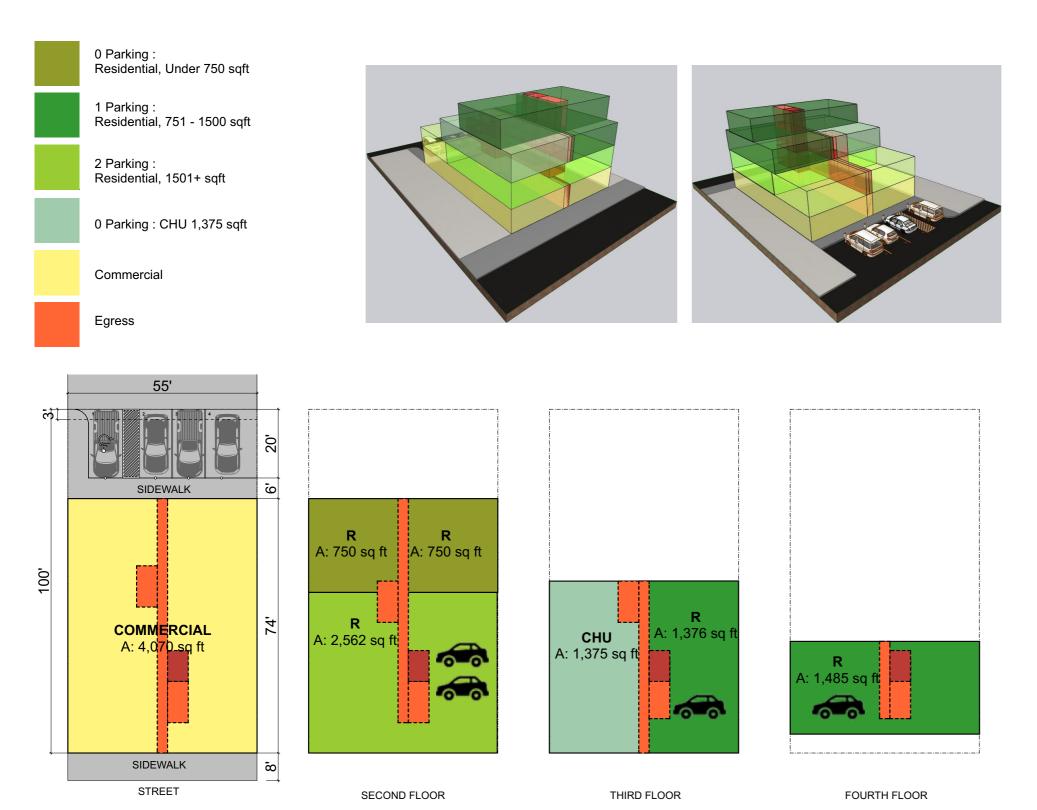
Mixed Use - Option A (12,375 sqft) 2.25 FAR

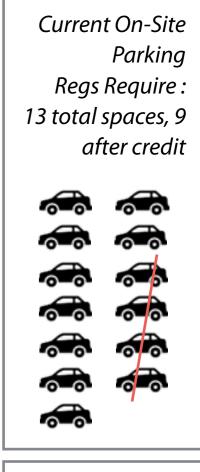
Community Core - Subdistrict A

Development Priority: Maximize commercial = no side setbacks

*all Mixed Use options require an elevator to reach ADA unit above ground floor

**max of 4 units/floor by fire code







Mixed Use - Option B (12,375 sqft) 2.25 FAR

Community Core - Subdistrict A

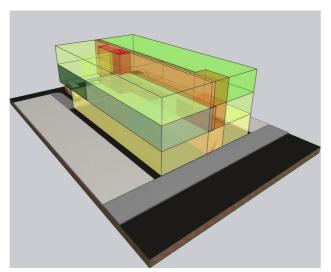
Development Priority = Maximize Residential, 3 stories only

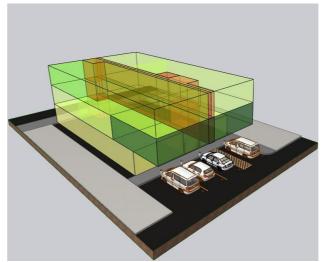
*all Mixed Use options require an elevator to reach ADA unit above ground floor

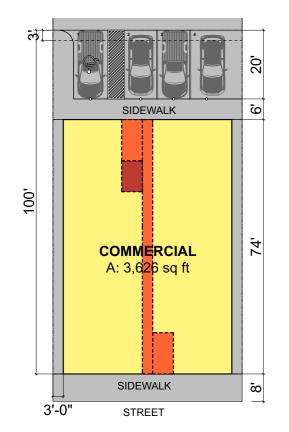
**requires 3' side setbacks per fire code

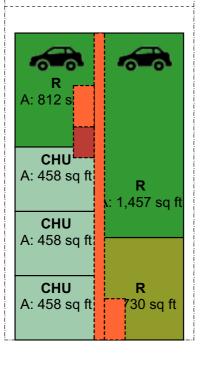
***no limit on # of units/story



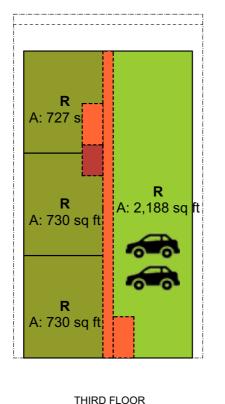








SECOND FLOOR



Current On-Site
Parking
Regs Require:
12 spaces
After Credit: 8



Mixed Use - Option C (12,375 sqft) 2.25 FAR

*all Mixed Use options require an elevator to reach ADA unit above ground floor

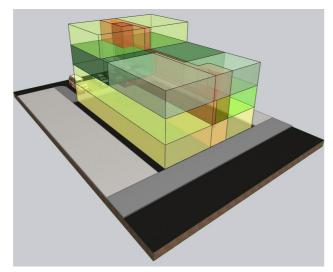
Community Core - Subdistrict A

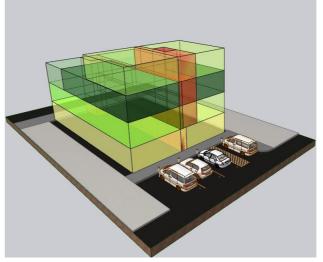
Development Priority = Maximize Residential, maintain simple rectangle (no overhang over parking)

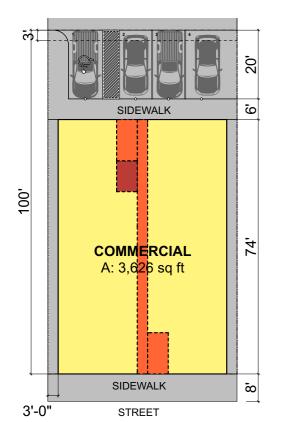
**requires 3' side setbacks per fire code

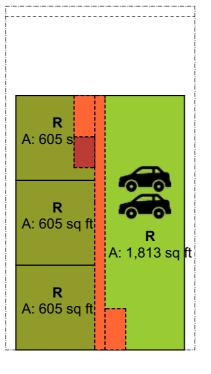
***no limit on # of units/story

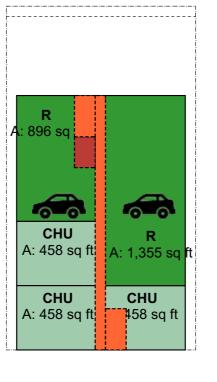


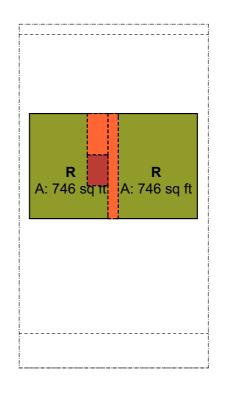




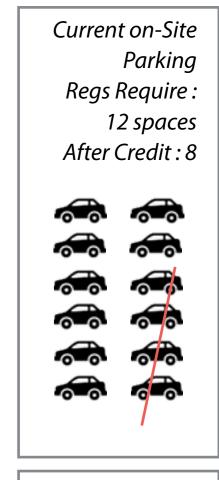








FOURTH FLOOR





SECOND FLOOR THIRD FLOOR

295

Residential Only-Option A (12,375 sqft) 2.25 FAR

Community Core - Subdistrict C Development Priority = Maximize Residential *Residential Only allows ADA unit on ground floor, no elevator required

**requires 3' side setbacks per fire code

***no limit on # of units/story

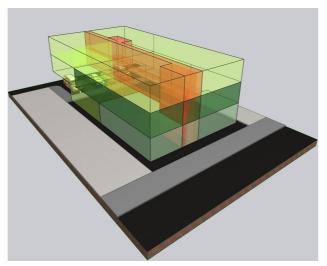
Current On-Site

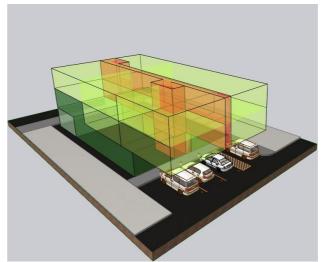
Regs Require:

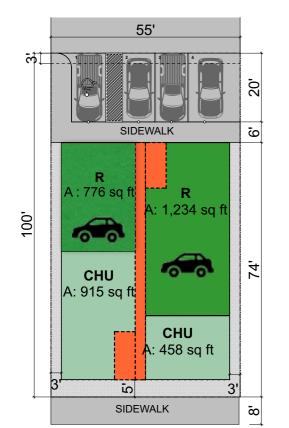
Parking

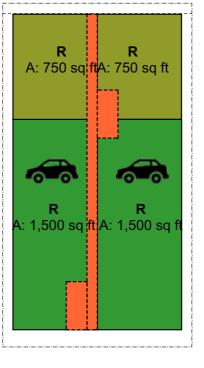
7 spaces

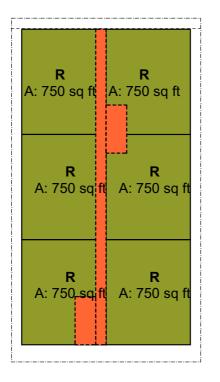












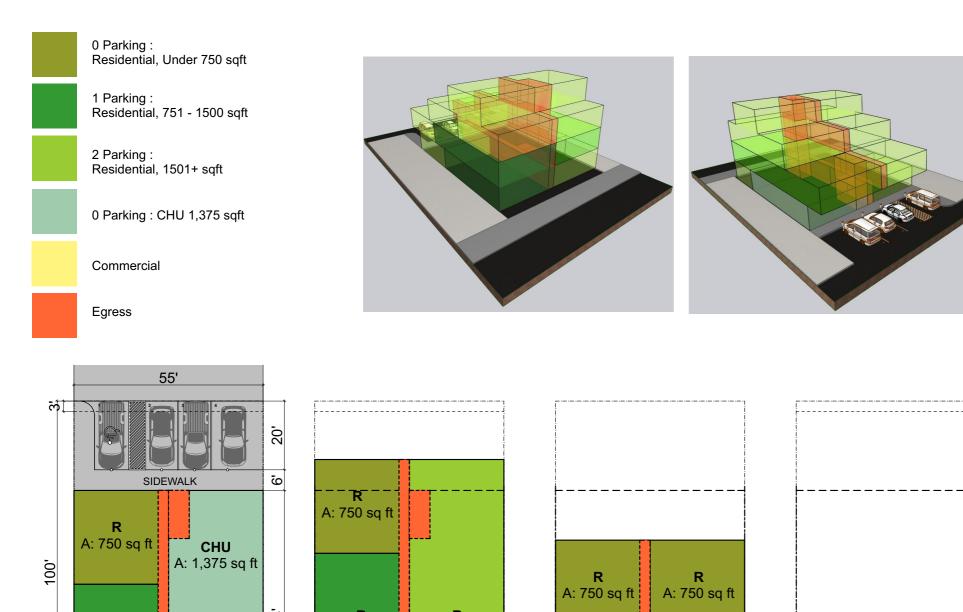
New On-Site
Parking
Regs Require:
4 spaces

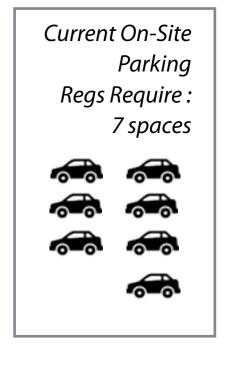
SECOND FLOOR THIRD FLOOR

Residential only - Option B (12,375 sqft) 2.25 FAR

Community Core - Subdistrict C Maximize Residential, with no side setbacks *Residential Only allows ADA unit on ground floor, no elevator required

**max of 4 units/floor by fire code







FOURTH FLOOR

A: 750 sq ft

A: 750 sq ft

A: 645 sq ft

A: 2,145 sq ft

A: 1,395 sq ft

A: 1,147 sq f

2

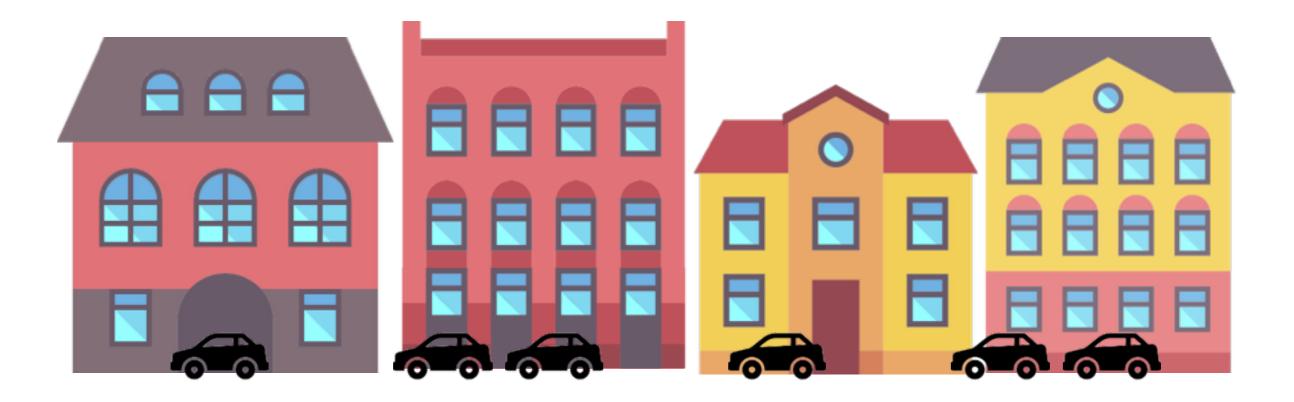
SIDEWALK

A: 523 sq ft

∞

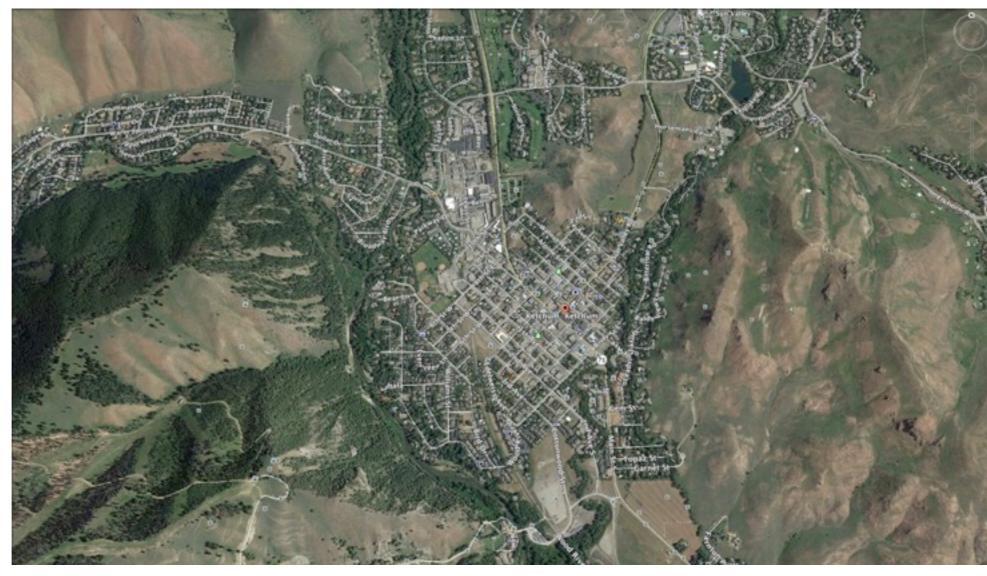
Summary

- Parking regulations do impact the density of development.
- The new parking regulations proposed by the City of Ketchum are less restrictive than the current parking regulations and enable full build-out of city lots.
- 5500 square foot lots are more developable under the proposed code.



City of **Ketchum**





Contact

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http://loveschackarchitecture.com/

phone: 406.282.4277

email: info@loveschack.com

Thank you City of **Ketchum**



DENSITY COMPARISON BY ZONE DISTRICT - CITY OF KETCHUM DEVELOPMENT

			Den	sity
Community Core	# of projects	Total # of units		Per Townsite Lot
100% Residential Projects	5	55	Average	11
	*37 units ca	me from 2 projects	Median	7
		Г	Den	sity
Mixed Use Projects	6	42	Den	sity Per Townsite Lot
Mixed Use Projects	6	42	D en Average	•
Mixed Use Projects	6	42		Per Townsite Lot

			Densit	у
Tourist	# of projects	Total # of units		Per 10k
	17	420	average	5
			median	5

			Densi	ty
T-3000	# of projects	Total # of units		Per 10k
	16	140	average	4
			median	4

			Densi	ty
GR-H	# of projects	Total # of units		Per 10 K
	11	172	average	4
	*85 units ca	me from 1 project	median	4

Community Core - 100% Residential Projects

				Density
Project #	Year Approved	Lot Area	# of Units	Per Townsite Lot
Project 1	2018	5500	20	20
Project 2	2019	5500	17	17
Project 3	2019	5500	7	7
Project 4	2019	4125	4	5
Project 5	2021	5500	7	7
Totals and Averages			55	11
			median	7

Community Core - Mixed Use Projects

				Density
Project #	Year Approved	Lot Area	# of Units	Per Townsite Lot
Project 1	2018	5500	4	4
Project 2	2019	8250	4	3
Project 3	2020	5482	4	4
Project 4	2020	16,500	4	1
Project 5	2020	18,163	23	7
Project 6	2021	5,500	3	3
Totals and Averages			42	4
			median	4

Genergal Residential - High Density

Der	isity
Per	10k

				7 C7 10K
Project #	Year Built	Lot Area	# of Units	
Project 1	1971	17614	11	6
Project 2	1975	206310	85	4
Project 3	1979	24464	14	6
Project 4	1994	19000	9	5
Project 5	1997	16604	8	5
Project 6	2001	18640	8	4
Project 7	2008	32936	11	3
Project 8	2019	9078	2	2
Project 9	2021	18,130	4	2
Project 10	2008	60540	10	2
Project 11	2020	47,338	10	2
Totals and Averages			172	4
			median	4

Tourist - 3000

				Density
Project #	Year Approved	Lot Area	# of Units	Per 10k
Project 1		90740	30	3
Project 2		9979	3	3
Project 3		14795	10	7
Project 4		9979	4	4
Project 5		14026	10	7
Project 6		21124	7	3
Project 7		14647	7	5
Project 8		29923	14	5
Project 9		42906	20	5
Project 10		25421	11	4
Project 11		7839	3	4
Project 12		9979	4	4
Project 13		9979	3	3
Project 14		9905	3	3
Project 15		20000	6	3
Project 16		10005	5	5
Totals and Averages			140	4
·	·	·	median	4

Tourist - 4000

				Density
Project #	Year Approved	Lot Area	# of Units	Per 10k
Project 1		14204	1	1
Project 2		13952	1	1
Project 3		13120	1	1
Project 4		12880	1	1
Project 5		12513	1	1
Project 6		21882	1	2
Project 7		11807	1	1
Project 8		10778	1	1
Project 9		14137	1	1
Project 10		12828	1	1
Project 11		13958	1	1
Project 12		19315	1	2
Project 13		44833	5	1
Project 14		6422	1	1
Project 15		8439	1	1
Totals and Averages			19	1
			median	1

Tourist Density Per 10K

				PEI TUN
Project #	Year Built	Lot Area	# of Units	
Project 1	1977	64782	32	5
Project 2	1981	20720	9	4
Project 3	1987	45708	9	2
Project 4	2003	54340	9	2
Project 5	1973	41491	27	7
Project 6	1970	40192	49	12
Project 7	1972	34880	28	8
Project 8	1972	123438	64	5
Project 9	1971	33000	20	6
Project 10	1978	16518	8	5
Project 11	1980	27639	12	4
Project 12	1980	75177	36	5
Project 13	2000	54014	27	5
Project 14	2007	286214	69	2
Project 15	2015	21885	9	4
Project 16	2018	15015	8	5
Project 17	2021	54,551	4	1
Totals and Averages			420	5
			median	5

CITY OF KETCHUM ZONE DISTRICT - FUTURE LAND USE COMPARISON

ZONE DISTRICT	GENERAL AREA/NEIGHBORHOOD	COMP PLAN DESIGNATION
CC-1	Sun Valley Rd/Main Street/4th Street	Retail Core
CC-2	Downtown	Mixed Use Commercial
T	South of Downtown	Commercial/Employment
	Warm Springs - Skiway Dr/Picabo	Commercial/Employment
	Saddle Rd	High Density Residential
T-3000	Warm Springs - Jane/Ritchie/Picabo	Medium Density Residential
T-4000	Warm Springs - Lloyd Ct and west	High Density Residential
GR-H	Pinewood	High Density Residential
	West Ketchum - Bird Dr	High Density Residential
GR-L	Warm Springs - Sage Rd	Low Density Resdidential
	Warm Springs - Irene and Bald Mtn	Low Density Resdidential
	Warm Springs - Wanderers	Low Density Resdidential
	Warm Springs - Flower	Medium Density Residential
	West Ketchum	Medium Density Residential
	Red Fox Ln	Medium Density Residential
	Warm Springs - Four Seasons	High Density Residential
LR	Warm Springs - N of Warm Springs Rd	Low Density Resdidential
	Warm Springs - S of Warm Springs Rd/River Run	Low Density Resdidential
	Gem Streets	Low Density Resdidential
	Spur Lane	Low Density Resdidential
	Mortgage Row	Medium Density Residential
LR-1	Mortgage Row	Medium Density Residential
LR-2	Beaver Springs and North	Residential Transition
STO-1	Bigwood	Low Density Resdidential
STO-4	Bigwood	Low Density Resdidential
STO-H	Bigwood	Low Density Resdidential
LI	Lewis Street	Mixed Use Industrial
LI-2	Northwood Way S of Saddle Rd	Mixed Use Industrial
LI-3	9th and 10th Stree N of CC district	Mixed Use Industrial

MIXED USE DEVELOPMENT SCENARIOS

Zone District	CC	
Lot Size	5,500	
FAR 2.25	12,375	
1st Floor	1,430	parking
	3,795	*Assume 5 ft front setback, 3 ft rear setback
2nd Floor	4,290	
3rd Floor	4,290	
Dev SF	12,375	

	30%	60%	80%	
Commercial	3,713	7,425	9,900	
		· · · · · · · · · · · · · · · · · · ·	,	*15% reduction for common
Net	3,156	6,311	8,415	area
СН	1,169	1,169	1,169	
Residential	7,494	3,781	1,306	
				*15% reduction for common
Net	6,370	3,214	1,110	area
# of units	5	3	1	*Average of 1200 SF

Dev SF	24,750	
3rd Floor	7,944	
2nd Floor	7,944	
	8,862	*Assume parking ramp, 3 ft rear setback and 5ft front setback
1st Floor	1,360	parking ramp
_		
FAR 2.25	24,750	
Lot Size	11,000	
Zone District	CC	

				T
	30%	60%	80%	
Commercial	7,425	14,850	19,800	
Net	6,311	12,623	16,830	*15% reduction for common area
•	•		•	
СН	2,338	1,169	1,169	
		•		•
Residential	14,988	8,731	3,781	
Net	12,739	7,422	3,214	*15% reduction for common area
# of units	11	6	3	*Average of 1200 SF



ATTACHMENT F:

Policy Statement for Community Core, Tourist, and GR-H Projects



PLANNING AND ZONING COMMISSION POLICY STATEMENT

Goals for Successful Development in the Community Core, Tourist, and High-Density Zone Districts

Adopted: April 12, 2022

The Planning and Zoning Commission seeks to ensure that all projects taking advantage of the density bonus program, outlined in Ketchum Municipal Code Section 17.124.040 – Floor area ratios and community housing, contribute not only to community housing, but to the vibrancy of the community and the economic stability of Ketchum. The 2014 Ketchum Comprehensive Plan outlines future land uses for each zone district in Ketchum which were codified in 2015 when the zoning regulations were updated to include stated purposes for each zone district. To provide additional clarity to the development community, the following information outlines the purpose of each zone district and outlines the expectations and type of projects encouraged by the Planning and Zoning Commission. This policy statement is intended to provide guidance for a period of six months from the time of adoption,

Community Core (CC-1 and CC-2)

Zoning Ordinance Purpose

The purpose of the CC community core district is to promote a compact and cohesive center of commerce and culture, to promote an attractive and safe pedestrian environment which includes sidewalks, gathering spaces, streetscape amenities and landscaping, to retain the unique small-town scale and character and to encourage buildings which respect Ketchum's historical and geographic context while providing diversity. Compatible mixed uses including retail, office, residential and cultural uses are encouraged. Commercial uses are concentrated in the CC District which is consistent with the City's comprehensive plan and the downtown master plan.

Successful projects in the Community Core - Retail Core subdistrict:

- Maximized ground floor restaurant and retail uses with outdoor public amenities such as outdoor seating and dining.
- Retain as much square footage of any existing retail and restaurant uses as possible.
- Have upper floors of primarily office use and minimal residential.

at which time the statement will be reviewed by Planning and Zoning Commission.

- Include on-site community housing.
- Include parking allocations that do not exceed minimum parking requirements, except for public parking.
- Have underground or tuck under parking for projects on more than one Ketchum Townsite Lot.
- Limit below grade uses to primarily storage, mechanical, and parking.

Successful projects in the <u>Community Core - Mixed Use</u> subdistrict:

- Maximized ground floor restaurant and retail uses with outdoor public amenities such as outdoor seating and dining.
- Primarily active commercial on the ground floor such as retail, restaurants, recreation, health/wellness services, and government.
- Have upper floors of primarily commercial or residential uses.
- Retain as much square footage of any existing retail and restaurant uses as possible.
- Place passive commercial uses, such as office, on the upper floors. If office uses are on the ground floor, it is limited and should not front the street.
- Limit below grade uses to primarily storage, mechanical, and parking.
- Include parking allocations that do not exceed minimum parking requirements, except for public parking.
- Have underground parking for projects on more than one Ketchum Townsite Lot.
- Have on-site community housing.
- Have strong connection to the street when the project is 100% residential, such as individual
 entrances to each ground floor residential unit and outdoor areas.

Tourist (T)

Zoning Ordinance Purpose

The purpose of the T Tourist District is to provide the opportunity for high density residential and tourist use, land ownership and development including certain restricted business and personal service establishments in conjunction with such use, which can be justified on the basis of the primary use within the district. Tourist district classifications are intended to be carefully placed in the neighborhood structure to assure the closest possible compatibility with the surrounding uses and development. Dimensional requirements in this zone are designed to complement and enhance the neighborhoods in this zone, and to encourage articulation and quality design in new buildings. The tourist zone contains several distinct areas, including the Entrance Corridor, Second Avenue, River Run, Warm Springs Base Area and Saddle Road.

Successful projects in the Tourist zone district have:

- High density residential projects with a variety of housing unit types and sizes.
- On-site community housing.
- Active and passive commercial uses and hotels focused on serving visitors and second homeowners.
- Underground parking where feasible to maximize public gathering areas

T-3000, T-4000, and General Residential-High Density (GR-H)

Zoning Ordinance Purpose

GR-H: The purpose of the GR-H General Residential - High Density District is to accommodate the need for higher density residential land use alternatives within a district generally limited to residential uses while still preserving neighborhood amenities and favorable aesthetic surroundings.

Tourist-3000 and Tourist-4000: The purpose of the T-3000 District is to provide the opportunity for short term tourist accommodations with limited tourist support services subordinate to and in conjunction

with tourist housing. Dimensional requirements in this zone are designed to complement and enhance the neighborhoods in this zone and to encourage articulation and quality design in new buildings.

Successful multi-family residential developments have:

- High-density residential projects with a variety of housing unit types and sizes within the entirety of a project
- On-site community housing

Neil Morrow, Chair

City of Ketchum

Planning and Zoning Commission



ATTACHMENT G: Permitted Use Comparison for CC-2 and T Zone Districts

17.12.020 District use matrix.

A. District use matrix.

- 1. *Use matrix.* The district use matrix lists all use types and all zoning districts where the use type is permitted (P), permitted with approval of a conditional use permit (C) or permitted as an accessory use (A) to a principal use.
- 2. *Prohibited uses.* All uses not specifically listed in the district use matrix are prohibited, except where state or federal law otherwise preempts local land use regulation.
- 3. Overlay districts. Regardless of whether the district use matrix lists a use type as permitted, permitted with approval of a conditional use permit or permitted as an accessory use to a principal use, the use type shall be further regulated and prohibited if listed as a prohibited use in any applicable overlay district.
- 4. *Additional requirements.* In addition to requirements listed in applicable overlay districts, additional requirements for specific uses are listed in chapter 17.124, "Development standards", of this title.
- 5. Floor area ratios (FAR) and community housing. Refer to sections 17.124.040, 17.124.050, "Hotels", 17.100.030 and 17.101.030 of this title for FAR and community/inclusionary housing requirements.
- 6. Accessory use. An accessory use, unless otherwise permitted for in this title, shall not commence and no accessory structure shall be constructed without a principal use first being lawfully established on the subject site, unless otherwise specified in chapter 17.116, "Conditional uses", of this title.

DISTRICT USE MATRIX

P = Permitted						C = Co	ndition	al				A = Ac	cessory	1				
District Uses	LR	LR-1	LR-2	GR-L	GR-	STO-	STO-	STO-	T	T-	T-	СС	CC	LI-1	LI-2	LI-3	RU	AF
					Н	.4	1	Н		3000	4000	SD 1	SD 2					
Residential:																		
Dwelling, multi-				P^1	Р			Р	Р	Р	Р	P^{26}	Р	C ¹⁴	C ¹⁴	C ¹⁴	C ¹⁹	
family																		
Dwelling, one-	Р	Р	Р	P ²	Р	Р	Р	Р	Р	Р	Р	See	See				C ¹⁹	Р
family												note	note					
												28	28					
Residential care	P^4	P^4	P^4	P^4	P^4	P^4	P^4	P^4	P ⁴	P^4	P^4	P^{26}	Р					
facility																		

Short-term rental	P ³³	P ³³	P ³³	Р	Р				P ³³	P^{33}								
Work/live unit														C ¹⁴	C ¹⁴	C ¹⁴		
Commercial:		•	•				•	•	-		•		-	-	•			
Adult only business															С			
Agriculture, commercial																		Р
Business support service												P	Р	Р	Р			
Commercial off- site snow storage									P/C ³²			P/C ³²						
Construction material laydown yard														Р	Р	Р		
Convenience store									Р			Р	Р	P ¹²	P ¹⁶			
Craft/cottage industry														Р	Р	Р		
Daycare center				C ⁴	C ⁴				P ⁴	P^4	P ⁴	Р	Р	C ¹⁷		C ¹⁷		
Daycare facility				C ⁴	P^4			C ⁴	P ⁴	P^4	P^4	Р	Р	C ¹⁷		C ¹⁷	P^4	
Drive-through facility												P ⁹	P ⁹					
Equestrian facility																	С	С
Food service									Р	P^6	P^6	Р	Р	P/C ¹⁵	P/C ¹⁵		C ²⁹	
Golf course	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р						С	
Grocery store												Р	Р					
Health and fitness facility - wellness focus									Р			P	Р	P ³⁷	P ³⁷	P ³⁷		
Hotel									P ²⁵	P^{25}	P^{25}	P^{25}	P ²⁵					
Hybrid production facility												Р	Р	Р	Р			

Industrial design														Р	Р	Р		
Instructional												Р	Р	C ³⁷	C ³⁷	•		
service																		
Kennel, boarding														Р	Р			
Laundry, industrial														Р	Р			
Lodging establishment									Р	Р	Р	Р	Р					
Maintenance service facility														Р	Р		С	
Manufacturing														Р	Р			
Mortuary												С	С					
Motor vehicle fueling station														C ³¹	C ³¹			
Motor vehicle sales														С	С			
Motor vehicle service														Р	Р			
Neighborhood off- site snow storage	P/C ³²		P/C ³²	P/C ³²														
Office, business									С			P ¹⁰	Р			Р		
Office, contractor- related business									С			P ¹⁰	Р	Р	Р	Р		
Outdoor entertainment									Р	Р	Р	Р	Р					
Personal service									Р	P^6	P^6	Р	Р	P ¹³				
Professional research service														Р	Р	Р		
Recreation facility, commercial									С	С	С	P ²⁰	P ²⁰				С	
Recreation facility, high intensity														Р	Р			

Repair shop			1	1		I	Ī.	1	Р	P ⁶	P ⁶	Р	Р	Р	Р		1	
Retail trade			+	+			 	+	P ⁵	r	r	P ³⁴	P ³⁴	P ¹²	p ¹⁶	1	C ²⁹	
Self-service			+	+				+	Р	-		P	Р	P	P		C	
storage facility														P				
									С	С	С						С	
Ski facility									C	C	C			P	P	P	C	С
Storage yard												D.	P	P ³⁵	P ³⁵	P ³⁵		
Studio, commercial												Р	Р	•	-			
TV and radio														Р	Р	Р		
broadcasting station			+	1				1	_		+	P ¹¹	P ¹¹				<u> </u>	
Tourist house			+	+		-			Р	P	P	P	P			1	<u> </u>	
Tourist housing						Р	Р	P	Р	Р	Р							
accommodation			+	1				1						-			<u> </u>	
Truck terminal			+	1			<u> </u>	1		-				P	P	1	2 21	
Veterinary service establishment														Р	Р		C ²¹	
Warehouse														Р	Р	Р		
Wholesale														Р	Р			
Wireless	C ²³	C ²³	C ²³	C ²³	C ²³	C ²³	C ²³	C ²³	C ²³	C ²³								
communication																		
facility																		
Public and institution	al:	•	•	•		•	•	•			•	•				•	•	
Assembly, place of				C ³	C ³							С	С					
Cemetery																	С	С
Cultural facility												Р	Р				С	
Geothermal utility											C ⁷							
Hospital												С	С					
Medical care					С				Р			Р	Р					
facility																		
Nature preserve	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р				Р	Р
Parking facility, off-site									С	С	С	С	С	Р	Р	Р		

Parking, shared									C ₈	C ₈	C ₈	P ⁸	P ⁸	C ₈	C ₈	C ₈		
Performing arts production												Р	Р				С	
Public use	С	С	С	С	С	С	С	С	Р	С	С	Р	Р	Р	Р	Р	Р	С
Public utility	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р
Recreation facility, public	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р				Р	Р
Recycling center															С			
School residential campus																P ³⁰		
Semi-public use					С				С	С	С	Р	Р				С	С
Accessory:		-	-	-			-		-					-		-		
Agriculture, urban	A ²²																	
Avalanche protective, deflective, or preventive structure/earthwork	С	С	С	С	С	С	С	С	С	С	С						С	С
Daycare home	A^4	A ⁴	A^4	A ⁴	A ⁴	A^4	A ⁴			C ⁴				A ⁴				
Daycare, onsite employees														Α	А	А		
Dwelling unit, accessory	A ¹⁸					A ¹⁸												
Electric vehicle charging station	Α	А	А	А	А	А	А	А	Α	А	А	А	Α	А	А	А	А	А
Energy system, solar	Α	А	А	А	А	А	А	А	A	А	А	А	Α	А	А	А	A	Α
Energy system, wind	Α	А	А	А	А	А	А	А	Α	А	А	А	Α	А	А	А	А	А
Equestrian facility, residential	А	А	А	А	А	А	А	А	А	А	А							А

Fallout shelter	Α	Α	Α	Α	Α	Α	Α	Α	Α	Α	Α							Α
Guesthouse	Α	Α	Α	Α	Α	Α	Α	Α	Α	Α	Α							
Home occupation	Α	Α	Α	Α	Α	Α	Α	Α	Α	Α	Α	Α	Α	Α	Α	Α	Α	Α
Recreation facility, residential	Α	А	А	А	А	А	А	Α	А	Α	А	А	А	A ³⁶	A ³⁶	A ³⁶		
Sawmill,																		С
temporary																		

Notes:

- 1. A multi-family development containing up to two dwelling units is permitted.
- 2. Two one-family dwellings are permitted.
- 3. Religious institutions are allowed through the provision of a conditional use permit. No other assembly uses as defined in chapter 17.08 of this title are permitted.
- 4. Use is not permitted in the avalanche zone. Reference Zoning Map.
- 5. Retail trade is permitted but must not exceed 2,500 square feet.
- 6. Uses must be subordinate to and operated within tourist housing and not to exceed ten percent of the gross floor area of the tourist housing facility.
- 7. Utility for offsite use.
- 8. See section 17.125.080 of this title for shared parking standards.
- 9. Drive-throughs are not allowed in association with food service establishments.
- 10. This is a permitted use, however offices and professional services on the ground floor with street frontage require a conditional use permit.
- 11. Tourist houses shall only be located in existing one-family dwellings. Additions to the home shall not exceed 20 percent of the existing square footage.
- 12. The following forms of retail trade are permitted: a) equipment rental, including sporting equipment and entertainment equipment, b) building, construction and landscaping materials; small engines with associated sales, c) retail in conjunction with manufacturing, warehousing or wholesaling not to exceed 30 percent gross floor area or 800 square feet, whichever is less; no advertising is displayed from windows or building facades; and no access onto a major arterial is allowed if an alternative access is available.
- 13. Personal service is not allowed except for laundromats and dry cleaning establishments.
- 14. See section 17.124.090 of this title for Industrial Districts residential development standards.
- 15. Catering and food preparation is permitted. Restaurants require a conditional use permit and shall not exceed 1,000 square feet and serve no later than 9:00 p.m. unless expressly permitted through approval of the conditional use permit.
- 16. The following forms of retail trade are permitted: a) equipment rental, including sporting equipment and entertainment equipment; b) building, construction and landscaping materials; small engines with associated sales; c) furniture and appliances in conjunction with warehousing not to exceed 18 percent gross floor area or 900 square feet, whichever is less; d) other

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retail in conjunction with manufacturing, warehousing or wholesaling; it is limited to ten percent gross floor area or 500 square feet, whichever is less. Retail uses c) and d) of this note shall have no advertising displayed from windows or building facades; and no access will be permitted onto a major arterial if an alternative access is available.

- 17. See subsection 17.124.120.C of this title for Industrial Districts daycare development standards.
- 18. See section 17.124.070 of this title for accessory dwelling unit development standards.
- 19. A maximum of five dwelling units are allowed through a conditional use permit and shall be a minimum of 400 square feet and not exceed 1,200 square feet in size.
- 20. Indoor only.
- 21. Only allowed in conjunction with an equestrian facility.
- 22. See section 17.124.080 of this title for urban agriculture development standards.
- 23. See chapter 17.140 of this title for wireless communications facility provisions.
- 24. Allowed on the ground floor only.
- 25. See section 17.124.050 of this title for hotel development standards.
- 26. Ground floor street frontage uses are limited to retail and/or office uses. In Subdistrict 1 office uses require a conditional use permit.
- 27. Ground floor only.
- 28. Through the provision of a conditional use permit, the Planning and Zoning Commission may approve a 20 percent increase to the total existing square footage of an existing nonconforming one-family dwelling.
- 29. Use is allowed as an accessory use through the provision of a conditional use permit.
- 30. Development agreement and compliance with subsection 17.124.090.C of this title required.
- 31. Vehicular access from Highway 75 to motor vehicle fueling stations is prohibited.
- 32. All commercial and neighborhood off-site snow storage uses are subject to the standards set forth in section 17.124.160 of this title. Conditional use permits are required of all off-site snow storage operations when the project: a) affects greater than ½ acre; or, b) has, at the discretion of the Administrator, the potential to negatively impact neighboring uses within 300 feet of the proposed neighborhood or commercial off-site snow storage operation.
- 33. Short term rental in the Avalanche Overlay Zone is permitted subject to the regulations found in chapter 17.92, "Avalanche Zone District (A)", of this title.
- 34. Gross floor area for individual retail trade is limited to 36,000 gross square feet and net leasable floor area for grouped retail trade is limited to 55,000 net leasable square feet.
- 35. Commercial studios in the Light Industrial Districts are subject to the standards of section 17.124.150 of this title.
- 36. Residential recreation facilities in the Light Industrial Districts are not allowed except for residents and guests of a particular residential development.
- 37. Permitted on the second floor and above only. For single-story buildings in existence on July 1, 2019 the use is permitted on the ground floor.

(Ord. 1135, 2015; Ord. 1150, 2016; Ord. 1174, 2017; Ord. 1181, 2018; Ord. 1187, 2018; Ord. 1189, 2018; Ord. 1192, 2019)



ATTACHMENT H:

Residential Unit Mix and Sizes for Downtown Developments

City of Ketchum Downtown Development Examples Residential Unit Mix and Sizes

Project	Floor Area	Total Number of	Unit Mix and Size of Units
	Ratio (FAR)	Residential Units	
Project 1 – Franz Building	FAR – 2.15	4 units (1 CH Unit)	3 – between 1,000-2,000 SF
100 7 th Street			1 – approx. 3,600 SF
Project 2 - Maude's	FAR – 1.74	4 units (1 CH Unit)	2 – less than 750 SF
311 N 1 st Ave			2 – greater than 2,000 SF
Project 3 - Mtn Land Design	FAR - 2.08	3 units (1 CH Unit)	1 – less than 1,000 SF
111 N Washington			1 – approx. 3,000 SF
			1 – approx. 3,700 SF
Project 4 - Lofts at 760	FAR - 2.06	3 units	2 – approx. 1900 SF
760 N Washington			1 – 3700 SF
Project 5 – Mindbender	FAR - 1.94	4 units (1 CH Unit)	2 – less than 750 SF
180 N 2 nd Ave			1 – Approx 2,400 SF
			1 – Approx 2,900 SF
Project 6 – Bohica	FAR - 1.7	3 units (1 CH Unit)	1 – less than 750 SF
131 N Washington			1 – approx. 1,800 SF
			1 – approx. 3,505 SF
Project 7 – 5 th and Main	FAR - 2.2	8 units (4 CH Units)	4 – less than 750 SF
460 N Main St			2 – approx. 2,700 SF
			2 – approx. 3,300 SF



CITY COUNCIL ATTACHMENT D: Public Comment



200 E. RIVER STREET #1 P. O. BOX 6919 KETCHUM, IDAHO 83340 208-726-3336

August 16, 2022

Ketchum Planning & Zoning Commissioners

Dear Commissioners:

RE: Comments on Interim Ordinance 1234

Thank you for the opportunity to comment on the above proposed interim ordinance and for the workshop you held earlier this summer, which I attended. I wanted to submit my perspective as both a property owner and a real estate appraiser in the Wood River Valley for the last 30 years. I believe there may be some ramifications to what has been proposed that may be unintended and am hopeful they may be addressed before this is adopted.

One aspect of appraising a property for a conventional mortgage is addressing whether the property is conforming for its zoning district. A lender's concern is that if a property it non-conforming, it may not be able to be re-bult if it were to be damaged/destroyed. This requires the appraiser to have an understanding of the zoning codes and how they may apply to individual properties.

In the Executive Summary – Ordinance 1234 on Page 3 of 3, Item 1(e)(i), it states that "Properties on the south side of River Street adjacent to the downtown are subject to the use requirements of the CC-2 zoning district. Single Family dwelling units are no longer permitted." This appears to apply to properties from S. 2nd Avenue to S. Leadville. In those four blocks are the two proposed hotels, three office buildings, six houses and four residential condominiums. It brings up the following questions:

- This has the impact of being a re-zone from Tourist to CC-2 without actually changing the zoning.
- It is unclear why it is necessary and what the goal(s) may be in creating this overlay, especially

since this part of River Street is fully developed except for the hotels and it is predominantly single unit residential.

- The result, depending upon how "new development" is defined would be to remove residential housing and expand the business/commercial district and would specifically penalize owners of older, lower-end properties since the more substantial properties are unlikely to be re-developed, i.e., the house next to my office building sold for almost \$9.0 million, so it is improbable it would be removed and redeveloped, while another property on River Street sold this year for \$2.1 million and it was a 1940s house that is likely ready for updating.
- This part of River Street is not a natural location for retail, as clearly illustrated by the fact that it is almost fully developed as a residential part of Ketchum and has natural amenities conducive to residential rather than non-residential, such as backing up to Trail Creek, and across the creek is entirely residential development.
- When the goals stated throughout the ordinance is to prohibit the reduction of dwelling units and support affordable housing, it seems contradictory to put a zoning overlay in this area of town that would force owners of single unit residences out.
- A direct impact of the ordinance would be a financial hardship on the owners of single unit residences since they would no longer be eligible for conventional loans, either for refinancing, purchase loans for buyers, or other types of conventional financing. FannieMae/Freddie Mac will not do conventional loans if a use is non-conforming to the zoning district. I confirmed this with one of our local lenders who gave a recent example of someone that was trying to get financing for a non-conforming, single unit house in the CC district. They went to three different lenders, none could do their loan, and finally ended up with a local lender who will be doing an "in-house" loan but at disadvantageous terms. When I spoke to Jeff Smith at D.L. Evans, he said an in-house loan would be at a higher interest rate (three-quarters of a point higher today) and they could only lock in the interest rate for five years, and after five years the interest rate could go up as much as five percentage points. This means that it may be much more difficult to sell a property on the south side of River Street since fewer people would have access to in-house loans and it would certainly be less marketable since, even if you could get the loan, it would cost more. Additionally, it may stop financing altogether for the next year for owners since there are few lenders that would take a risk of securing a 15 or 30 year mortgage when an interim ordinance is in effect since they have no way of knowing what will happen after the interim ordinance expires.

Please give careful consideration to what extending the CC uses to the Tourist district will do in balance to the harm those owners will experience. It is unclear what benefit at all will occur by extending the CC district over to these properties.

And, as an owner of two non-residential condominiums in the River Run Building, I've and the other property owners have tried to decipher what it may mean for future remodeling or uses in this building. As far as I'm aware, it is the only building in the city that has an upper level at street grade and the lower two levels go down a hillside. None are basements, they are single level condominiums with the lowest level opening up to ground level near Trail Creek. We are all real estate professionals and we spent two hours trying to interpret how the ordinance may apply to the building but it was unclear what may be changing in terms of future usage and what the city intended by making the change. I sent a note to the city on July 28, when this was announced, asking for clarification and received a reply back on August 10 from one of the city planners but have been unable to reach that person despite trying diligently.

The uncertainty of how this may apply to our building at 200 E. River Street, the River Run Building, makes it next to impossible to frame a coherent response for what has been proposed and that is very frustrating given it is a significant asset to all the property owners, and, frankly, if it is not advantageous, we have no way to challenge what is proposed in the time frame allowed. And if it is advantageous, we would want to support it but we have to understand it in order to do so.

Rather than doing an interim ordinance, please consider taking the time to work through this with the property owners directly impacted, many of whom are long-time locals that want to do what is best for the development of our community and town, while still retaining their property rights.

Thank you for your time and consideration.

Sincerely,

Patricia Lentz Felton, SRA, CRA

Lentz Appraisal & Consulting, LLC

From: <u>Matt Gelso</u>
To: <u>Morgan Landers</u>

Cc: Suzanne Frick; Neil Bradshaw; Matt Bogue; Paul Kenny; Abby Rivin; bob@sunvalleyrealtors.org; Courtney

Hamilton

Subject: Ordinance 1234 Comments

Date:Wednesday, August 17, 2022 1:17:38 PMAttachments:Interim-Ordinance-1234 7.28.22 V1.pdf

City of Ketchum Team,

I have two comments/questions for you on the Interim Ordinance attached.

- 1. Two Parts: Why did you choose to have Office use in the CC exempt from parking for the first 5,500sf? I agree with this change and it will certainly help with placing businesses downtown. My real question is, can you also include Personal Service in a parking exemption for the first 5,500sf? Most Office users will be onsite for a full day whereas Personal Services will likely only be onsite for portions of a day, and maybe very short portions. Additionally, the Personal Services will provide the "vitality" that Mayor Bradshaw has indicated is a top priority. How can we get Personal Service in the CC the same parking exemptions as Restaurant, Retail, and now Office use?
- 2. What is the reasoning behind no community housing units in basements? The City's stated goal with the interim ordinance is to "increase the creation of new housing units" and "increase available commercial space in downtown", this restriction appears antithetical to the former and the latter. There are numerous high quality basement apartment units in the CC and as long as new basement units are built to all applicable safety codes, why are they problematic? Allowing basement apartments only helps a new project by allowing flexibility on building design and in turn helping finances line up for the project to 'pencil'.

My lack of comment on any other portions of this interim ordinance does not indicate my positions for or against, but the above are two items I wanted to point out.

Please feel free to call if you'd like to discuss. I spoke briefly with Abby regarding Item 1 when she was assisting me with some other information.

Thank you for your efforts with the CC and Our Valley's housing problem. I appreciate your time and consideration on my comments above.

Best,

Matt Gelso
Associate Broker
PAUL KENNY & MATT BOGUE REAL ESTATE
333 S Main St, Suite 210 | PO Box 5102 | Ketchum, ID 83340
Office (208) 726-1918 | Mobile (530) 448-9470
mgelso@kenny-bogue.com | www.kenny-bogue.com



City of Ketchum

October 17, 2022

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

RECOMMENDATION TO FUND EMERGENCY HOUSING

Recommendation and Summary

City staff, in conjunction with valley non-profit partners, will provide an overview of the current situation. Staff is seeking direction from the City Council regarding the level of support to address emergency housing needs.

The reasons for the recommendation are as follows:

- With the need to act as quickly as possible to secure housing before winter, staff discretion could make the difference between committing to what is available before it is lost to the market.
- This investment increases the likelihood that families and children survive the winter and provides a sense of stability, which increases children's school participation and worker productivity.
- The city currently has adequate funds for this from FY22 expense savings and revenue performance.

Introduction and History

The Ketchum Housing Action Plan outlines the following related objectives:

Goal 3: Expand + Improve Services to Create Housing Stability

Action 8: Identify and support physical housing options for unhoused and at-risk households:

- Conduct inventory of existing potential housing/sites for permanent supportive housing and/or emergency shelter/temporary crisis housing. Assess location and specifics with service providers. Also supports Goal 1.
- "Build or buy" strategy for dedicated supportive housing units. Also supports Goal 1.
- Explore purchasing RV's and pre-fabricated homes for transitional purposes.

A cross section of agencies in the County are seeing a growing need of emergency housing for individuals that are experiencing homelessness in our community; Agencies such as the Blaine County Charitable Fund, Blaine County School District, the Hunger Coalition, St. Luke's Center for Community Health, and the Crisis Hotline, to name a few. We have adults and children that are currently living outside, in cars, under stairs and in sheds. These service partners estimate about 20-40 new homeless families who are living outside. In addition, there are 100+ new families who are on couches or renting overcrowded homes – situations which are meant to be temporary and could change any minute. This surge is on top of the 1% of the county's population estimated

to be experiencing homelessness last winter and who may need transitional housing this winter: These households were quickly evicted or asked to leave their housing situations and found themselves in need of short stay until they can find another bed or couch.

The service partners have evaluated the following options to address the situation: hosts, existing buildings for shelter, reserve a block of hotel rooms through the winter, and land to locate low-cost pre-fabricated housing options. This life saving help is a critical step towards safely housing community members while we pursue more permanent solutions. Staff and contractor, Carter Cox, are working with community partners, such as the Hunger Coalition and Blaine County Charitable Fund on a fundraising strategy. In the meantime, actions must be taken to secure housing before night-time temperatures put community members at risk.

Staff requests direction on pursuing these housing options. In addition, staff requests access to \$250,000 for emergency transitional housing. Once the budget is established, staff can then use it for actions such as booking hotel rooms, purchasing pre-fabricated housing, and preparing sites for placement of that housing.

Potential impact

\$250,000 could mean housing 16 families in hotel rooms through the winter or about 3 families in new park model homes (more if used). Investing in housing stability saves public funding in the long run.

National crisis

Many towns and cities throughout the country are experiencing a surge in homelessness. One factor is that those households who opened their homes to friends and family are already overcrowded. Households newly experiencing homelessness have far fewer homeowners opening their homes.

Generally, these households newly experiencing homelessness have no alternative locations, nor adequate savings to cover relocation. Twin Falls, Boise and New York City are experiencing such a surge. Their shelters are at capacity. New York City's Mayor has declared an emergency, granting access to state and federal funds for emergency housing.

Local challenges

For many months, the Hunger Coalition and other agencies at front line have been experiencing the increase in new families moving into our community. A group of these agencies gathered to share what each were seeing and experiencing, this included BCSD, Alliance of Idaho, St. Luke's, our staff, and the Hunger Coalition staff to name some. The stories were sad and plentiful about everything from health issues, documents taken away, unsafe living conditions, lack of proper clothing, and more. Below are some of examples of what just one agency collected in stories:

Male 14 yo student

"My mother and I were living with my aunt in her house but a week later more people came into the house and we were too many, so we were told to sleep outside in their car. At night we sleep outside, and she lets us use the bathroom in the morning. My mom works a few hours and helps another lady clean houses. We cannot use the kitchen, so we buy food, but we share it, so we don't spend the little money my mom gets."

Adult Female - Mother

"My daughter and I were living with my cousins in a small closet, but I had to move to another lady's house because there were too many men and one of them tried to hurt my 8 yo daughter. Where I live

now is only temporary because part of the family is out of state at the moment. I'm afraid to live out in the cold."

Female 14 yo student

"My mother and my 4yo brother live with family but we sleep in the garage because there are 10 people living in my uncle's house. Sometimes I don't shower because he says we waste too much water, and the bill is high. My brother and I eat at school but when we get home sometimes there is no food left because there is a lot of people."

16 yo male Student

"My dad and I live in our car, I eat food at my school, we go to twin on Sundays to rent a hotel to sleep comfortable and shower and rest well because there are no available here. My dad works hard, I want to learn English to work and help him also. I miss my mother and little sister, they were separated from us."

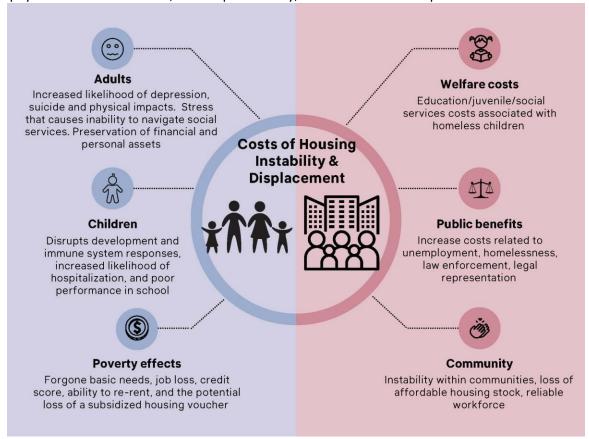
Male adult

"I sleep in my car because I have no family here and there is no apartments available."

Male Adult

"My wife and I sleep in an old RV that has no heat. We have no winter clothes, and this will be our first winter here."

The adults in these families work countywide. The stress of homelessness and of living in the elements risks families physical and mental health, worker productivity, and childhood development. These interventions are a



temporary stopgap as we move forward with other housing initiatives, such as preserving and creating new rental and ownership opportunities.

The visual below describes where the households we are targeting are at in the experience of housing loss and homelessness. These families are at the bottom.



Housing Actions

The working group strategizing and campaigning for emergency/transitional housing includes the Hunger Coalition, Blaine County Charitable Fund, City of Ketchum and city-contractor Nested Strategies.

- 1. Finding host families. We asked the generous homeowners who offered their homes to Limelight victims if they would extend such offers to other community members in crisis and did not receive a response. We will work with our partners to amplify this request throughout the community.
- 2. Emergency shelter. Emergency shelter requires substantial building space and 24/7 trained, paid staff. We have identified a couple of office buildings throughout the Valley that could potentially house a few families without rehabilitation. All others considered would require rehabilitation (which takes time and money).

Our service partners are working beyond capacity and would be unable to staff such an operation. We are not optimistic about bringing in staff from outside.

One intervention that doesn't require the same staffing capacity as a shelter because it would operate on a smaller scale, is converting underused buildings, such as office buildings, to temporary shelter. One such building has been identified in Ketchum, and one in Hailey. For the unoccupied Ketchum building, staff are reviewing code and minor rehabilitation needs to ensure temporary habitability.

3. Hotel rooms and rentals. The coalition of service partners and city staff are working to identify hotels and rentals available to book and then re-lease to qualified households. We met with Visit Sun Valley's Lodging Association, requesting consideration of booking rooms through the winter. This practice is common nationwide. One property manager offered to speak with some of their owners. So far, none of the hotels on the call offered assistance. Staff will pursue one-on-one meetings with hotel owners.

One motel owner who was not on the call, allows long-term bookings and has five rooms available starting the end of October. That commitment would run about \$10,300 per month or \$61,800 from November to April, including tenant payments estimated at \$800 per month. In addition, there are a two to three park model homes available to lease. This would mean a commitment of up to \$3,000 per month or \$18,000 from November to April.

The Blaine County Charitable Fund places unhoused community members in hotel rooms for a short period of time. Given their experience in this, they would manage placement of these families. If hotels become available, they could develop a tenant agreement that clearly outlines requirements and expectations.

4. Purchase park models (tiny homes). Last Council meeting we discussed potentially two RV ordinances. One is the emergency ordinance allowing people to live in a RV on a privately owned lot. Staff are exploring the possibility of safe parking of RVs through the winter and might propose an interim or permanent ordinance to that affect. The second ordinance would be an emergency administrative use permit for transitional housing on city-owned property. This would allow the use of tiny homes for six months.

In order for the second ordinance to be effective, it would need to be enacted as quickly as possible. City staff are exploring acquiring park models (tiny homes) which range from \$50,000 (used) to about \$130,000 (new), including delivery and hookup. This form of transitional housing is an investment that could be used and relocated, or sold, if the need no longer exists.

Some other actions in progress

- Collection of clothing, sleeping bags, etc. (Blaine County School District for kids & the Hunger Coalition)
- Increased partner participation (the Hunger Coalition)
- Getting asylum cases going for those who can apply (The Alliance)
- Create resource events in safe spaces such as schools (Blaine County School District & Neighbors Helping Neighbors)

<u>Funding</u> City staff scanned our funding opportunity database and discussed with Idaho Housing and Finance Association and found that state and federal deadlines have passed for transitional or emergency housing. City staff are working with service partners to determine the best fundraising strategy, including private philanthropy, and identify other granting opportunities. Staff will apply to Spur Community Foundation at the end of the month. If approved, those funds should be available by the end of the year.

One challenge with formal granting opportunities is the time it takes to review and disperse the funds, which is why access to funds immediately would have a huge impact. Nested Strategies is doing specific grant research to identify emergency or transitional housing funding opportunities. The working group will pursue opportunities as they arise, since the need continues to grow. Individual donations and local government funds are likely to be the best opportunity for funds needed with such a short timeline.

Blaine County Charitable Fund has been administering the Emergency Rental Assistance Program for Blaine County, which covers up to 60 days in a hotel room, for up to \$150 per night. Unfortunately, the Idaho Housing and Finance Association just announced that the program will not be available after October 14th.

Sustainability impact

Ability to house employees and community participants locally decreases commuter vehicular trips.

Financial Impact

Funds will come from FY22 budget expense savings and revenues performing stronger than forecasted.



City of Ketchum

October 17, 2022

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Receive Briefing Regarding Public Feedback on Warm Springs Road and Main Street Transportation Improvement Opportunities

Recommendation and Summary

The city retained HDR Engineering to complete a technical analysis of future transportation enhancements on Main Street and Warm Springs Road. HDR presented the details of the proposed enhancements during the October 3rd Council meeting. HDR and City staff then conducted three open houses and an on-line survey to solicit public feedback. Staff and HDR met with ITD staff to review the proposed changes to Main Street to solicit any concerns. Staff will present the findings from the public engagement effort and outline proposed next steps.

Introduction & Background

Main Street Objectives

- Improve vehicular flow through the corridor
 - Create new timing plan for signals (complete)
 - o Recommendation to add dedicated turn lanes at Sun Valley Road
 - Modernize signals (partially complete)
 - Extend transition lanes beyond River Street to Trail Creek Bridge
- Improve pedestrian realm/crosswalk
 - Bulb-outs at each intersection where possible
 - Evaluate transition from 4 travel lanes 2 with turn lane (complete)
 - o Reduce travel lanes by one foot to allow for sidewalk expansion

Warm Springs Objectives

- Improve safety for all travel modes at Lewis Street and 10th Street intersections
- Improve pedestrian/bike experience throughout the corridor (Saddle to Main Street)

During the July 18th Council meeting, HDR presented five potential future Warm Springs intersection configurations. Council was requested to select two options to move forward for deeper technical review. The Council endorsed alternate #2 (roundabout at Lewis Street) and alternate #4 (realign 10th street with Lewis Street via one roundabout).

Sustainability Impact

No direct impact. The project seeks to improve pedestrian and bicycle facilities along the corridor which should increase alternative mobility choices.

Financial Impact

None at this time.

Attachments

PowerPoint Presentation Summary notes from in-person open houses Results to date of on-line survey

City of Ketchum Transportation Projects Update



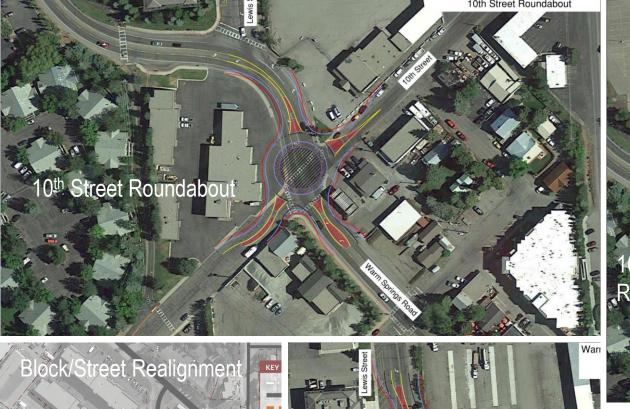


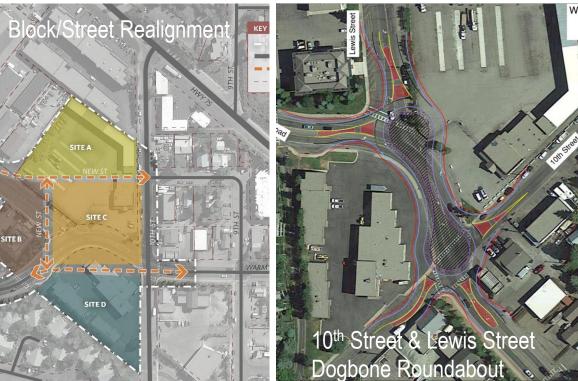
Warm Springs Road Alternatives Analysis

Project Background

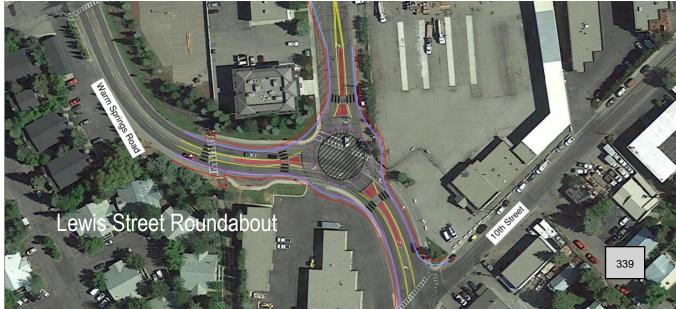
Warm Springs Road

- Two Intersections with Warm Springs
 - Lewis Street
 - 10th Street
- Project Goals
 - Address traffic calming needs and slow vehicle speeds
 - Improve access for all modes of travel walking, biking and transit
 - Enhance public realm to serve as a gateway or transition zone
 - Provide an intersection that will serve traffic adequately in the future











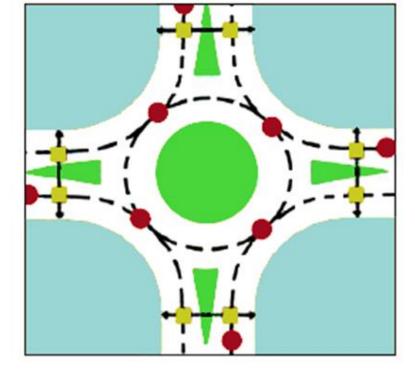
Refined Concept Alternative 2 – Lewis Street Roundabout

Refined Concept Alternative 4 – 10th Street & Lewis Street Realignment & Roundabout

Alternatives Recommended to Move Forward









8 Vehicle conflicts

■8 Pedestrian conflicts ■ 24 Pedestrian conflicts

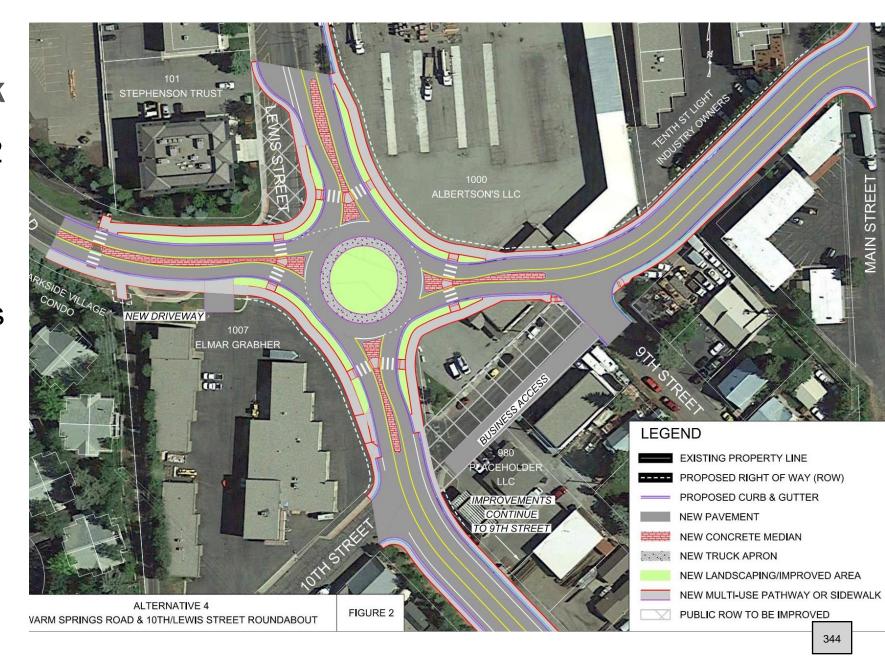
- 32 Vehicle conflicts
- Improved vehicle operations Improved Safety
 - Both options provide good operations in the future
 - Averages between 6 10 seconds of delay in peak hours

- - Fewer pedestrian and vehicle conflicts
 - Slower speeds approaching and through roundabout
- Opportunity to create a gateway

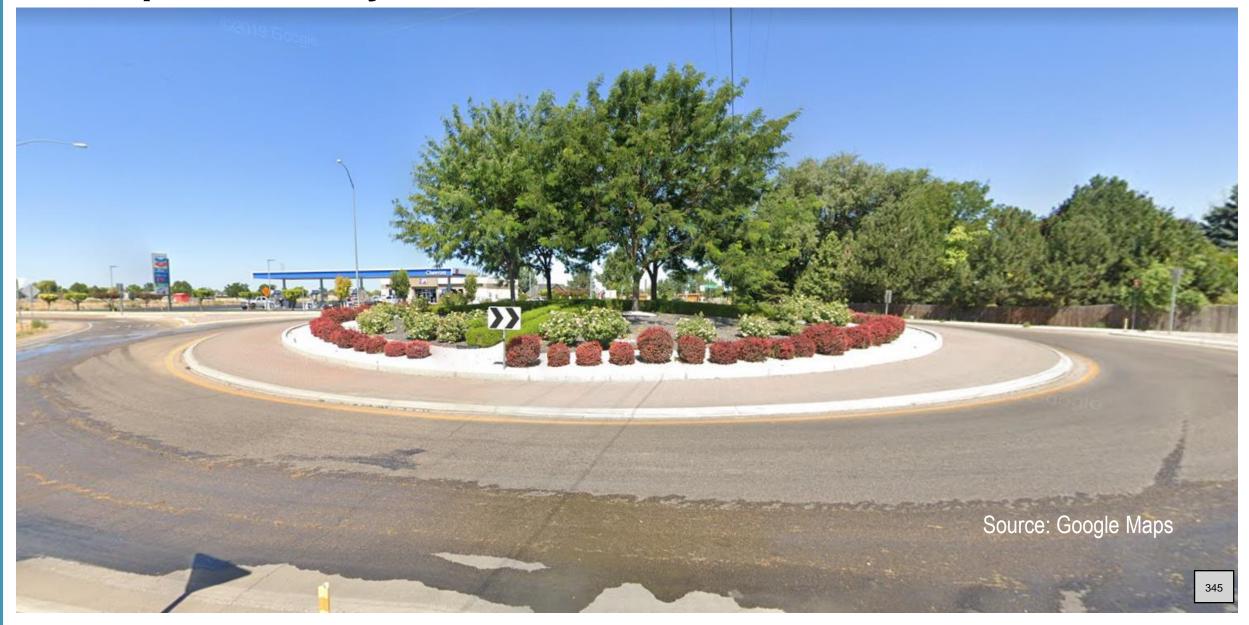
Our Findings

Both Alternatives Work

- They both serve 2042 travel demand well
- Both options calm traffic and provide gateway opportunities
- Both provide multimodal connections
- Alternative 4 better solves the traffic and sight distance issues at both intersections, but is more impactful



Sample Gateway Treatments



Sample Gateway Treatments



Further Enhancing Pedestrian Safety





















Public Realm Improvement Examples

- Specialty landscaping
- Identity signage
- Existing banner poles
- Artwork and sculptures,
- Tree lined streets
- Seating options

Warm Springs Road Corridor

Next Steps

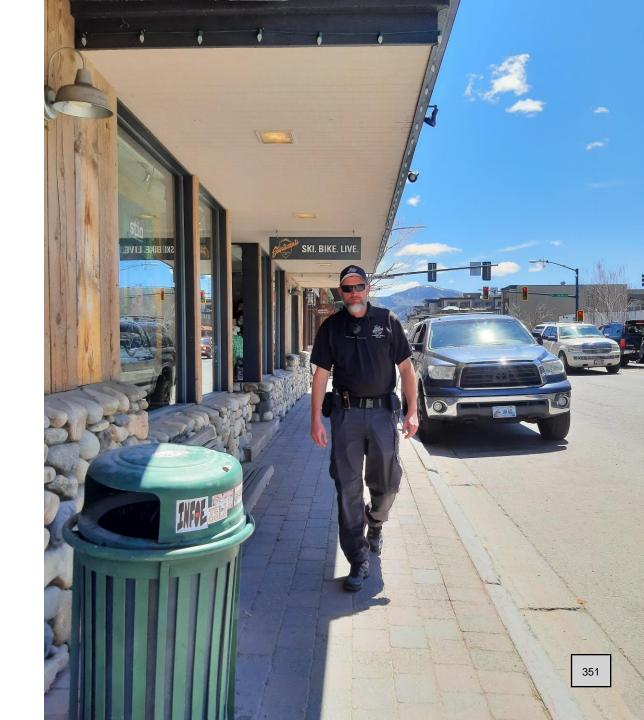
- City Council to provide feedback
- Public feedback
- Identify a preferred alternative to move into a future project
- Develop report documenting the process, analyses, and decisions

Main Street Alternatives Analysis

Project Background

Main Street Existing Conditions

- Great entrance for Ketchum
 - Shows off town well
- Operations
 - Inefficient traffic flow
 - Long queue lengths at Sun Valley Road intersection
 - "Don't take a left in Ketchum"
- Pedestrian Space
 - Cramped in some places
 - ADA challenges

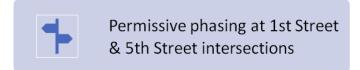


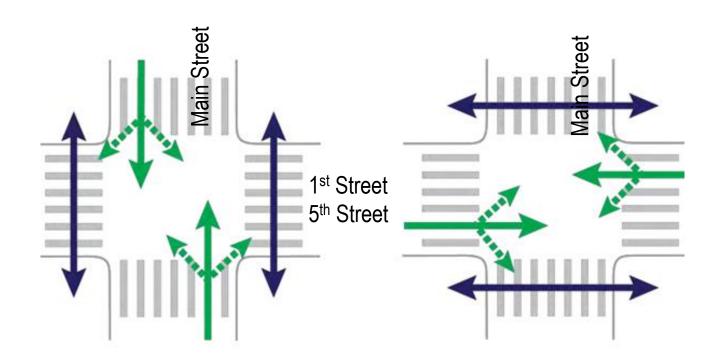
Project Background

Goals

- Improve vehicle progression along the corridor
- Reduce travel times
- Improve pedestrian space where possible
- Ensure ADA compliance
- Invest in a roadway configuration that will operate well in future years

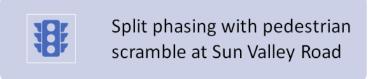
Main Street Signal Timing

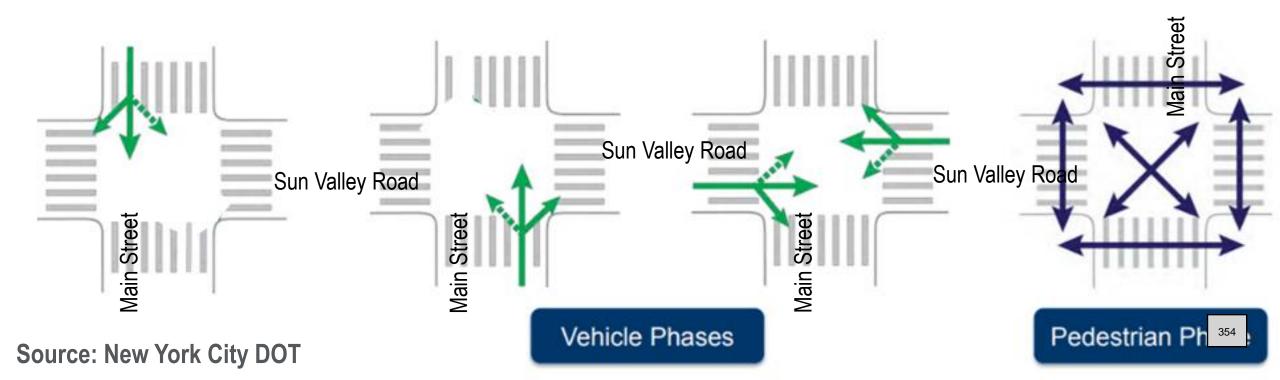




Source: New York City DOT

Main Street Signal Timing





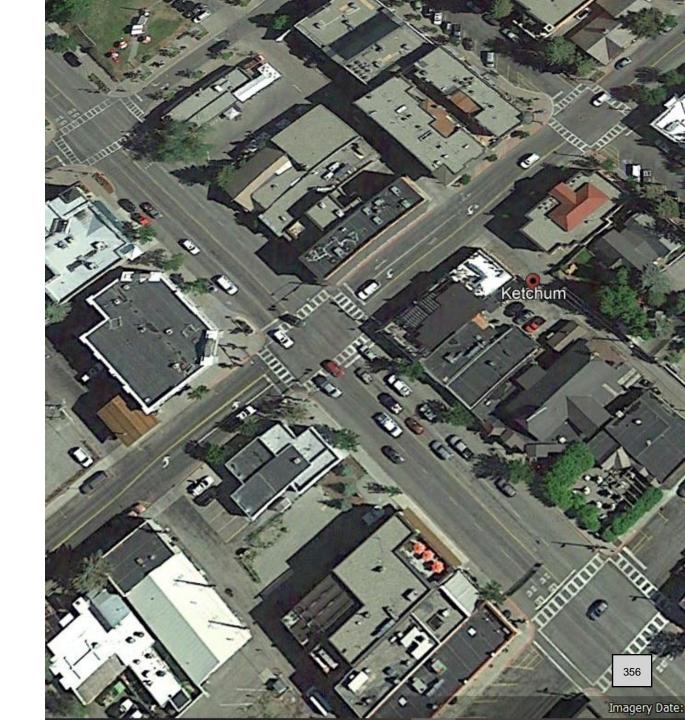
Project Background

Short Term Improvements

- Removed pedestrian scramble to improve traffic flow
 - Adjusted pedestrian crossing times to better serve pedestrians
- Worked with ITD to connect signals to each other
- Implemented coordinated signal timing
- Move 1st Street merge taper to be south of River Street

Three Options

- 1 No Build
- Add left turn lanes at Sun Valley Road Intersection
- Lane Reconfiguration (along remaining corridor)
- 2 travel lanes/1 center turn lane



Why Microsimulation

- Higher grade of analysis
- Treats vehicles individually instead of assuming them in flows
- More confidence in vehicle-to-vehicle interaction
- Can create visual example of estimated operations



Microsimulation Videos

- No build option
- Adding Left Turn Lanes at Sun Valley Road
- 3 Lane Option

 Discuss benefits and draw backs of each option

No Build



Add left turn lanes at Sun Valley Road Intersection





Benefits vs Drawbacks of Adding Left Turn Lanes

- Benefits
 - Remove split phasing
 - Reduces congestion
 - Serves all traffic
 - Design year traffic sees comparable travel times to today

Drawbacks

- Increase in pedestrian crossing distance at Sun Valley Road Intersection
- Tight turning movements for trucks at Sun Valley Road
- Removes parking on two blocks

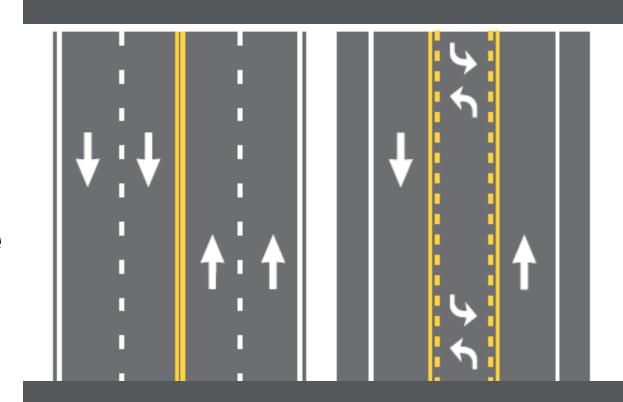
Our Findings

Left Turn Lanes at Sun Valley

- Improves traffic flow now and in the future
- With right pedestrian treatments, there are still opportunities to improve pedestrian space.
 - Balance sidewalks on each side
 - 11' lanes, 9.5' wide sidewalks
 - Remove parking
- Could be implemented with ITD's upcoming project



Lane Reconfiguration (along remaining corridor) 2 travel lanes/1 center turn lane

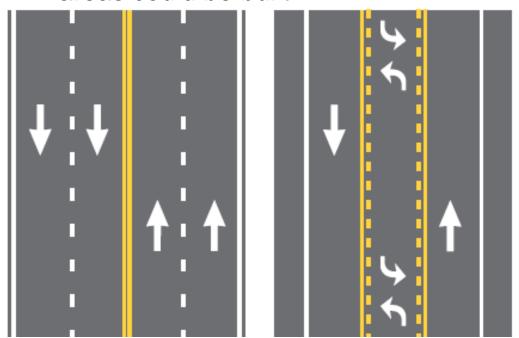




Benefits Vs Drawbacks of Lane Reconfiguration

Benefits

- Remove split phasing
- Shorter pedestrian crossings
- Much wider pedestrian and sidewalk areas could be built



Drawbacks

- Congestion on Main Street would increase
- Cannot serve all traffic in the peak period
- Waiting vehicles could extend 3 blocks or more on Main Street and 2 blocks or more on cross streets

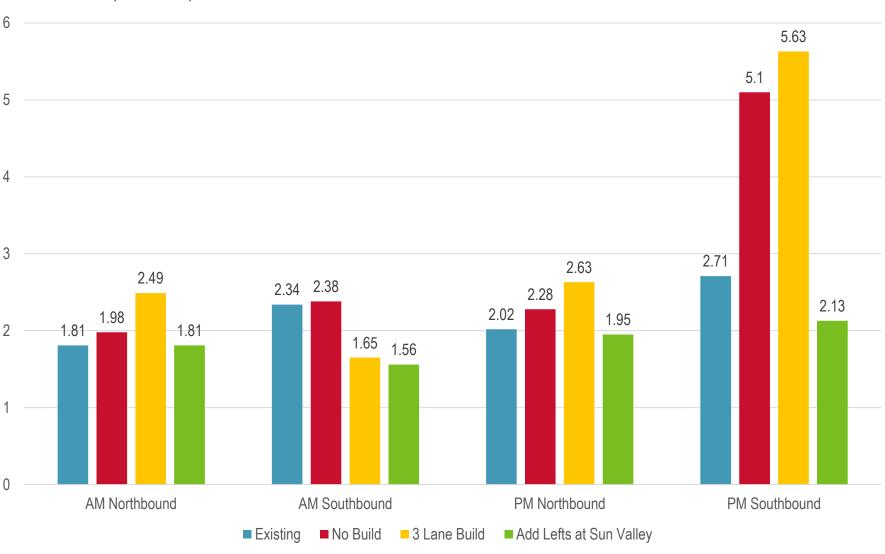
Our Findings

Comparing options

- Both options reduce signal cycle lengths
- The three-lane option shortens pedestrian crossing distance, but at a significant cost to all other modes
- The Sun Valley Road option increases pedestrian crossing distance, but only at one intersection
- The Sun Valley Road option may produce more gaps for pedestrians to cross due to reduced congestion
- The Sun Valley Road option will better serve future traffic growth

2042 Model Travel Time Comparison – River to 6th Street

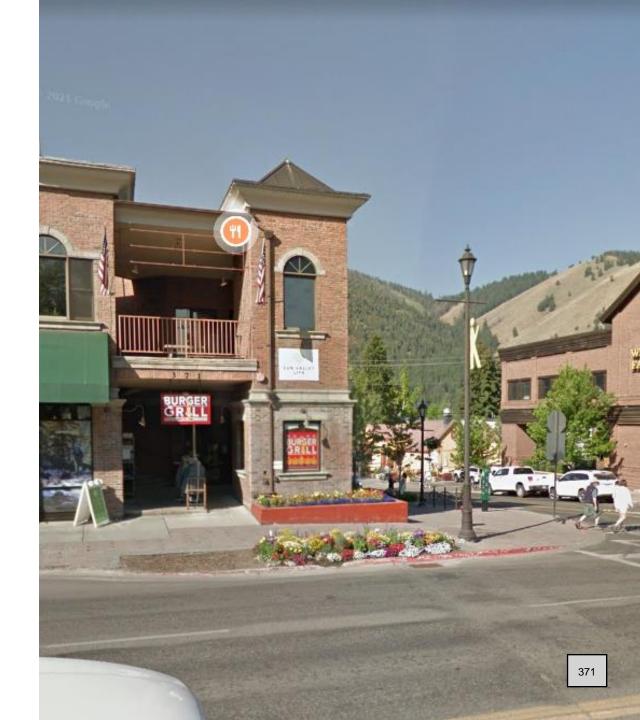




Can we still improve pedestrian space?

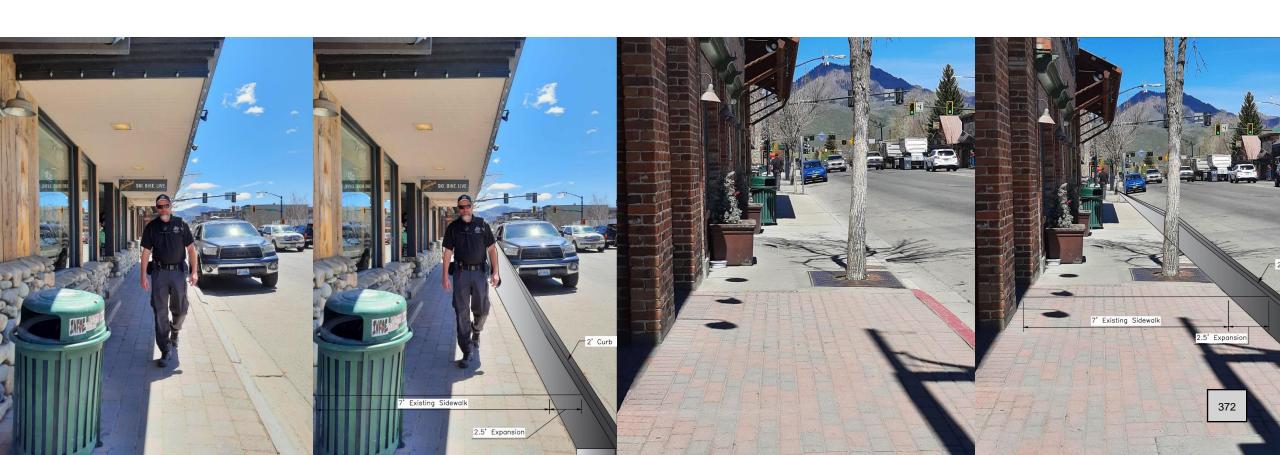
Yes!

Option 1: Install bulbouts along Main Street



Option 2:

Narrow travel lanes from 12' to 11' to give extra space to pedestrians



Option 3:

Investigate Raised Intersection at Sun Valley Road Source: NACTO



Other Items

Signal improvements

- Opportunity to upgrade signal equipment
 - Pedestrian pushbutton poles
 - Relocate equipment
- Prohibit left turns at 1st and 5th during peak hours
 - Our model suggests there may be enough gaps with the Sun Valley Left Turn option to allow for lefts at 1st and 5th.
 - We recommend a wait and see approach

Main Street Corridor

Next Steps

- City Council to provide feedback
- Public feedback
- Identify a preferred alternative to coordinate with ITD's future project
- Develop report documenting the process, analyses, and decisions



City of Ketchum

Warm Springs Road & the Main Street corridor Public engagement session | October 4, 2022

WARM SPRINGS ROAD

- 1. Which option do you prefer? (circle one)
- Alternative #2 Lewis Street Roundabout: 2
- Alternative #4 Realigned Roundabout: 11
- 2. What do you like most about your preferred choice?
 - (#4) Ease of flow from 10th onto WS Road.
 - (#4) Realigning 10th is essential for the next 50+ years.
 - (#4) Easier, safer. I would love a lunch spot across from Basecamp.
 - (#2) #4 going to be more expensive and elusive to build. (#2) is cost efficient and solves the problem.
 - (#2) It solves the traffic issues with the least amount of change to the current roadway.
 - (#4) Best solution!
 - (#4) it is pretty
 - (#4) Alternative 4 might be tough is Albertsons selling some land? It makes the most sense but the other will work well too.
 - (#4) Better circulation and site lines. Particularly far westbound drives to north bound drivers coming down WS
 - I prefer no build, but #4 actually addresses 10th Street. Looks like it would function better.
 - #4 is too expensive.
 - (#4) better longer term version smart investment. More transit friendly than #2
 - (#4) Better for future growth in Ketchum
- 3. What do you not like about the other option?
 - Concern about left turn from 10th onto WS Road. Alternative 4 seems best.
 - (#4) expensive and complicated
 - (#4) Cost
 - (#2) Not much improvement
 - (#2) It is not all encompassing
 - (#2) visibility at 10th and WSR for left turning traffic onto WS from 10th
 - (#2) limits access to 1007 property, semis. Where does the bust stop move? Takes away 75% of snow storage at 1007 property.
 - Unsafe 10th street intersection remains.
 - (#2) Seems to limit growth potential

- 4. What have we not considered?
 - Less hard 90 degree angles for bikes. Philadelphia Smelter artwork/metal sculpture with native wildflowers. Better bike/road integration onto WS bike path.
 - Crosswalk to Grumpy's?
 - I think both plans are well though out and would serve the community well.
 - Safety first at all costs! Lower stress.
 - Make the extra space parking for the mini mart and car repair shop.
 - Cost of acquisition of Albertsons property
 - Both limit access to 1007 property. Takes away current snow storage at 1007 property. Could mean damages of \$20k/year who pays for that?
 - Removing left turn lane at Warm Springs Road
 - How does this work in weather/plowing/ice?

MAIN STREET

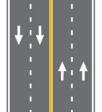
(please circle)

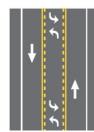
- 1. Should the city choose the 'No build' option?
 - ITD reconstructs the road, but lane configuration remains unchanged with modest sidewalk improvement.

Yes: 4 Neutral: 1 No: 7

- 2. Should the city explore the 'Left turn lanes' option?
 - The corridor will remain 4 lanes wide, except for the blocks before & after Sun Valley Road, where a left turn lane will be added to Main Street.
 - Left turn lanes already exist on Sun Valley Road.

Yes: 7 Neutral: 2 No: 2





- 3. Should the city explore lane reconfiguration throughout the corridor?
 - The corridor will go from 4 travel lanes to 2 with a designated turn lane.

Yes: 2 Neutral: 3 No: 7



- 4. Which is your preferred choice and why?
 - I like the raised intersection at Sun Valley Road.
 - #2
 - More pedestrian areas always.
 - #2 Best flow, improved sidewalks, drivers will slow down
 - #2 Turn lanes would improve traffic flow.
 - Traffic not going down, will only get worse, need to move traffic along!
 - Bump outs for pedestrians
 - #2 most logical
 - #2
 - No build, keep current.
 - 3 lanes, no traffic signals, 4 way stops
 - No build parking is a premium.
 - Left turn lanes traffic flow. Alternative parking is available off Main Street.
 - Keep the same no build
- 5. Which is your least favorite and why?
 - No build!
 - #3 we would be moving backwards.
 - Don't take away parking spaces.
 - 3 lanes = more traffic
 - #1
 - Left turn lane option
 - #3 it'll never work.
 - No build.
 - Anything that removes parking from Main Street
- 6. What have we not considered?
 - Climate change and the need to de-car Ketchum & the valley. What would happen if we put bikes 1st? How much would the car traffic be reduced if we designed for bikes and other modes first?
 - Right turn only @ River Street
 - Elevated freeway haha. No left turns from Main Street onto 4th Street.
 - We need a four lane bridge over Trail Creek.
 - Costs? Schedule?
 - Remove traffic lights.
 - The businesses on Main Street.

PEDESTRIAN IMPROVEMENTS

(please circle)

1. Should the city explore installing more bulb outs along the Main Street corridor?

Yes: 4 Neutral: 4 No: 1

2. The majority of Main Street's sidewalks are not ADA compliant, widthwise. Shall the city narrow travel lanes to expand the sidewalks?

Yes: 7 Neutral: 1

N 1 (go to France, etc. and see 3 ft sidewalks)

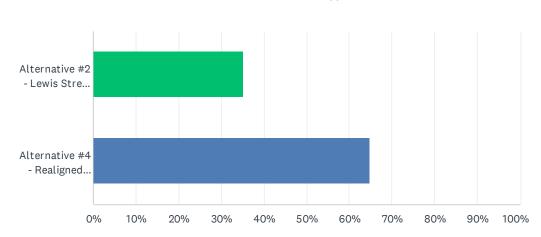
3. Should the city explore a raised intersection at Main Street & Sun Valley Road?

Yes: 2 Neutral: 4 No: 1

- And at 4th & Sun Valley
- Snow plow issues.

Q1 Which option do you prefer?

Answered: 74 Skipped: 0



ANSWER CHOICES	RESPONSES	
Alternative #2 - Lewis Street Roundabout	35.14%	26
Alternative #4 - Realigned Roundabout	64.86%	48
Total Respondents: 74		

Q2 What do you like most about your preferred choice?

Answered: 60 Skipped: 14

#	RESPONSES	DATE
1	improves blind spots at the basecamp left turn on 10th street	10/12/2022 12:50 PM
2	Neither but the "survey" did not allow that as an option, you had to check one of your comments would not post - it is not clear what has been presented as the actual problem, which makes it impossible to determine if this will solve the problem. Statements such as "enhance public realm" and "traffic calming" are not quantifiable terms to define a problem and its resolution. One of the main problems with the appearance and traffic flow issues on 10th Street are public roadways being used as storage areas for auto repair businesses. Resolving that issue would not cost the city anything and would vastly increase the connectivity of 10th Street. Putting concrete or other structures in the middle of the roadway has not been shown to be effective in the past, i.e., remember the median that was installed by the Elkhorn traffic light	10/11/2022 3:38 PM
3	It has less of an impact to private property.	10/11/2022 3:37 PM
4	ease of access to gas station	10/11/2022 10:29 AM
5	It provides ease of access to the main routes most utilized and in need of improvement for traffic flow and safety without impacting private property. Tenth street coming westbound from 75 gets far less access, so impact to private property seems less justifiable (and less needed) in my opinion.	10/11/2022 6:56 AM
6	Much less confusion with motorists unfamiliar with the intersection and better for small cars with big trucks.	10/10/2022 6:17 PM

7	Less disruptive	10/10/2022 4:05 PM
8	This seems more likely to execute and that will make sense for the street space.	10/10/2022 11:02 AM
9	If there was a stop light or other way to manage the flow of traffic from 10th street to highway 75 then the realignment would make more sense.	10/10/2022 9:49 AM
10	Better traffic flow	10/9/2022 11:14 PM
11	Better traffic flow	10/9/2022 2:25 PM
12	It i simply less reconfiguration, less construction, less large, less city like. Although both options are too city like.	10/9/2022 12:05 PM
13	less costly	10/9/2022 11:00 AM
14	Traffic from 10 street E flows into the roundabout, instead of there being traffic trying to negotiate the roundabout exit trying to cross Warm Springs rd or turn southbound. Better road alignment and sight lines in general.	10/9/2022 8:47 AM
15	It doesn't require the government to our base land from the Albertsons family which would be very expensive.	10/9/2022 7:00 AM
16	I like the 3-way Lewis street roundabout since folks who are trying to go left onto WS off of Lewis can simply turn right, go around the roundabout, and head the way they want. This seems like the easiest solution and people can still use the roundabout off of Lewis without making it a massive and therefore time wasting roundabout with 4 lanes feeding into it.	10/9/2022 6:25 AM
17	Doing something useful with that abandoned lot	10/8/2022 7:56 PM
18	Least expense to city	10/8/2022 3:58 PM
19	If its going to get done do it all the way!	10/8/2022 3:07 PM
20	The gradual turn form 10th.	10/8/2022 10:20 AM
21	It takes out the 10th street debacle. Ideally it will also offer wider than average sidewalks or a true "bike path" extension and put non car traffic first.	10/8/2022 10:15 AM
22	Less confusing	10/8/2022 9:19 AM
23	Better traffic long term	10/8/2022 8:58 AM
24	Less confusing	10/8/2022 8:30 AM
25	Roundabouts are far more efficient, I like this option that creates a better thoroughfare and has less impact on existing property.	10/8/2022 8:12 AM
26	Takes care of all intersections And let Albertsons build a grocery store!! The location suits it, it has parking!	10/8/2022 7:40 AM
27	Much better Access to/from WS and 75 Main Street	10/7/2022 8:56 PM
28	It accounts for the traffic at the 10th st intersection as well as Lewis st	10/7/2022 7:34 PM
29	straight forward, less invasive to private property - less expensive and equally effective.	10/7/2022 7:29 PM
30	I don't like either. If the Albertsons lot is going to be housing and the YMCA lots then there will be a lot more pedestrians. Round abhors are not pedestrian friendly, they're super intimidating and dangerous.	10/7/2022 6:59 PM
31	Not as over constructed. More reasonable.	10/7/2022 6:29 PM
32	As a result of the access from Highway 75	10/7/2022 5:58 PM
33	It would make ketchum Automotive not be on the busiest street in the core. The city has allowed them to make 10th a dangerous situation for many years.	10/7/2022 5:46 PM
34	includes all 4 intersecting roads	10/7/2022 5:24 PM
35	It helps with the line of sight issues at 10th St that are so scary and it's one less intersection for those going down WS Rd	10/7/2022 5:22 PM

36	That private land is just sitting there being useless to the community.	10/7/2022 5:12 PM
37	More route options that are safer and more efficient.	10/7/2022 4:51 PM
38	It seems guaranteed that people in this valley are going to STRUGGLE to learn roundabouts. A four way roundabout seems more complex to me.	10/7/2022 4:27 PM
39	10th street inclusion, safety	10/7/2022 4:22 PM
40	includes the traffic on 10th street. might help parking for autos at Ketchum Auto. small use of Alberstons LLC's awkward corner. open up more business on 10th.	10/7/2022 4:17 PM
41	It focuses on the streets and intersection where there are problems	10/7/2022 4:16 PM
42	Fewer difficult left hand turns	10/7/2022 4:05 PM
43	Better traffic control	10/7/2022 4:01 PM
44	Crossing to the south by Base Camp is a nightmare. #4 solves that toototal no brainer.	10/7/2022 3:59 PM
45	It looks less expensive	10/7/2022 3:51 PM
46	less impact to private property	10/7/2022 3:50 PM
47	Better for traffic flow	10/7/2022 3:49 PM
48	more in scale with small town leaves more room for the development of parcel labeled Albertson's LLCaffordable housing?	10/7/2022 3:38 PM
49	It eliminates the dangerous traffic that occurs in and out of the base camp gas station by rerouting the traffic that comes from 10st	10/7/2022 3:33 PM
50	Test	10/7/2022 3:20 PM
51	Traffic flow and safety	10/7/2022 2:17 PM
52	It addresses both intersections.	10/7/2022 1:59 PM
53	Combines the 10th street intersection to reduce potential conflicts	10/7/2022 1:56 PM
54	better sight lines. turning left onto warm springs from 10th is a challenge to see around the gas station	10/7/2022 12:41 PM
55	Alternative #4 makes the most sense for traffic management - while allowing for bikes and pedestrians.	10/7/2022 12:37 PM
56	Coming down 10th street; I can never make a left turn to go to Moss Nurseryor if I was on Lewis Streetstick you neck out there and "could get hit" by on coming cars. This round about will be very important to the city in the future years with the school and fire department.	10/7/2022 12:04 PM
57	I think #4 is better suited for long-term traffic issues. #2 is half ass in my opinion. just a temporary fix.	10/7/2022 11:58 AM
58	Solves issue coming off 10th to Warm Springs and vice versa better. That is a horrible intersection presently. Many missed accidents with cars trying to pull out of 10th quickly	10/7/2022 11:29 AM
59	Solves the blind spot at 10th street	10/7/2022 11:27 AM
60	Should hold up longer in the future. As Ketchum develops there will be more traffic between 75 and the LI zone and 4 addresses that. If we don't do that in this iteration, it will be another Ketchum cheap out mistake.	10/7/2022 11:19 AM

Q3 What do you dislike about the other option?

Answered: 48 Skipped: 26

#	RESPONSES	DATE
1	doesn't address #2	10/12/2022 12:50 PM

2	Neither but the "survey" did not allow that as an option, you had to check one of your comments would not post - it is not clear what has been presented as the actual problem, which makes it impossible to determine if this will solve the problem. Statements such as "enhance public realm" and "traffic calming" are not quantifiable terms to define a problem and its resolution. One of the main problems with the appearance and traffic flow issues on 10th Street are public roadways being used as storage areas for auto repair businesses. Resolving that issue would not cost the city anything and would vastly increase the connectivity of 10th Street. Putting concrete or other structures in the middle of the roadway has not been shown to be effective in the past, i.e., remember the median that was installed by the Elkhorn traffic light	10/11/2022 3:38 PM
3	It was has more of an impact to private property.	10/11/2022 3:37 PM
4	seems like it would be tough to get to tenth	10/11/2022 10:29 AM
5	The opposite almost exactly to my answer in #2.	10/10/2022 6:17 PM
6	If anything is ever built on the Albertsons' lot it would be very challenging to enter with #4. Also the sight issue isn't resolved since there is still a business access that will be used frequently for the gas station.	10/10/2022 11:02 AM
7	It encourages a faster pace off hwy75 down into Warm Springs corridor because of easier non slowed traffic. It encourages continuation without mindful slowing as we enter WmSpgs residential area & other direction speeding into town.	10/9/2022 12:05 PM
8	more costly	10/9/2022 11:00 AM
9	Doesnt take 10th street into consideration, which is a messy and congested intersection with the gas station traffic.	10/9/2022 8:47 AM
10	It is potentially very expensive.	10/9/2022 7:00 AM
11	How's through private property, more pavement, I like smaller roundabouts since they seem more efficient and more cars can get into them.	10/9/2022 6:25 AM
12	3 way roundabout is fine too, but better to go all the way	10/8/2022 7:56 PM
13	Expense of both options seems very unnecessary	10/8/2022 3:58 PM
14	Just fixing half the problem and probably create my more confusion	10/8/2022 3:07 PM
15	Often times people are so focused on car traffic they forget about people walking. Also- the left turn from 10th is dangerous for everyone.	10/8/2022 10:20 AM
16	It's a bandaid on the issue of both of those intersections.	10/8/2022 10:15 AM
17	Takes away private property	10/8/2022 9:19 AM
18	Taking private property	10/8/2022 8:30 AM
19	It looks too big, and assuming the impact to surrounding private property triggers legal action, I don't think it's worth the time, energy or added expense when you have a viable alternative.	10/8/2022 8:12 AM
20	It doesn't help 10th st at all	10/7/2022 7:34 PM
21	invasive to immediate businesses and property and presumably a much more of an expense.	10/7/2022 7:29 PM
22	Lose more of the Albertsons lot for housing.	10/7/2022 6:59 PM
23	The intersection isn't that busy. It looks overbuilt and requires changing the entire layout of the thoroughfare.	10/7/2022 6:29 PM
24	Turning off of 10th will still suck.	10/7/2022 5:46 PM
25	not much	10/7/2022 5:24 PM
26	It doesn't solve the 10th St issue	10/7/2022 5:22 PM
27	Getting out of the gas station and tenth street needs to be improved.	10/7/2022 5:12 PM
28	I don't dislike it, I just think alternative 4 is more efficient than alternative 2.	10/7/2022 4:51 PM

29	Complexity of a four way, especially in such a small zone	10/7/2022 4:27 PM
30	10th st not included - that is the biggest problem!	10/7/2022 4:22 PM
31	doesn't include 10th st.	10/7/2022 4:17 PM
32	Seems unnecessary complicated	10/7/2022 4:16 PM
33	You still have to try and turn left onto Warm Springs from 10th and you can't see past the gas station to see if it's safe	10/7/2022 4:05 PM
34	Doesn't solve all of the problems	10/7/2022 3:59 PM
35	Seems like you're adding unneeded additional routes	10/7/2022 3:51 PM
36	impact to private property	10/7/2022 3:50 PM
37	Doesn't solve the issue	10/7/2022 3:49 PM
38	Too large, too massive for small towntoo impactful on private property	10/7/2022 3:38 PM
39	It ignores the congestion and blind corners in and around base camp gas station.	10/7/2022 3:33 PM
40	Test	10/7/2022 3:20 PM
41	Still have to pull out onto WS Road from 10th street. Yikes!	10/7/2022 2:17 PM
42	Doesn't address saddle road problem.	10/7/2022 1:59 PM
43	Does not streamline access and causes two areas of traffic concerns	10/7/2022 1:56 PM
44	same as above	10/7/2022 12:41 PM
45	Alternative #3 seems short-sighted, it does not allow for future growth.	10/7/2022 12:37 PM
46	#2 looks sloppy.	10/7/2022 11:58 AM
47	Doesn't solve 10th street issues	10/7/2022 11:29 AM
48	Still a blind spot at 10th	10/7/2022 11:27 AM

Q4 Is there anything we missed/haven't considered?

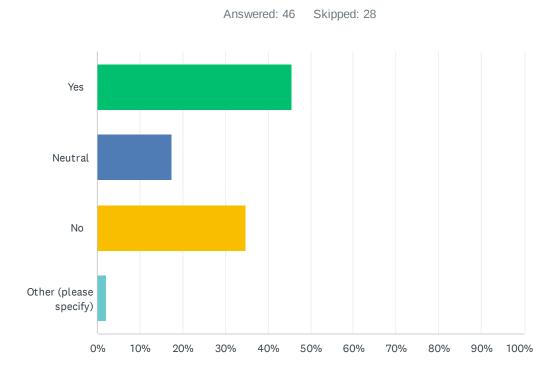
Answered: 37 Skipped: 37

#	RESPONSES	DATE
1	Neither but the "survey" did not allow that as an option, you had to check one of your comments would not post - it is not clear what has been presented as the actual problem, which makes it impossible to determine if this will solve the problem. Statements such as "enhance public realm" and "traffic calming" are not quantifiable terms to define a problem and its resolution. One of the main problems with the appearance and traffic flow issues on 10th Street are public roadways being used as storage areas for auto repair businesses. Resolving that issue would not cost the city anything and would vastly increase the connectivity of 10th Street. Putting concrete or other structures in the middle of the roadway has not been shown to be effective in the past, i.e., remember the median that was installed by the Elkhorn traffic light	10/11/2022 3:38 PM
2	I wonder how it affects the busses for the school	10/11/2022 10:29 AM
3	You have not provided the overall cost to the community along with these two options. To make an informed decision, this should be provided (including costs associated with taking the private property, whether through eminent domain or through purchase from the property owner).	10/11/2022 6:56 AM
4	N/A	10/10/2022 6:17 PM
5	Addressing the 10th street corridor. Evaluation of traffic in and out of the Basecamp gas	10/10/2022 9:49 AM

	station.	
6	We are constantly putting bandaids on situations, rarely getting to the root cause; therefore we do not solve problems but exacerbate them. We must reclaim the culture of Ketchum. 'Ketchum time' is all but disappeared. New people expect their city ways to carry over here without realizing what they are doing. Too fast, too money focused, too entitled makes Ketchum into a city of greed & fast paced lifestyle. It's not just about being kind as city propaganda states. It's about being a small town with values of neighbors, a ski town & outdoor lifestyles where the more affluent & the less affluent coexists harmoniously, where we consider others all the time as humans. Period. Slow down in every way on every level including in vehicles. A tiny decrease in your speed allows the left hand turning car that you can easily see time to make that turn without any fuss or major infrastructure changes. if we constantly accommodate the newcomers we become just like anyplace else. We loose our magic our charm. This is not about stopping 'progress' or living in a vacuum it is about preserving our culture. Listen to this!!!!!	10/9/2022 12:05 PM
7	Need a crosswalk on Warm Springs at 10th.	10/9/2022 11:00 AM
8	You're asking questions of the public without providing full information to the public. Statements like: "is more impactful on private property" don't paint a comprehensive picture. What would it cost? How would the transaction work? How would alt 4 proceed? Is one option less expensive than the other? By how much (estimated)? Etc.	10/9/2022 7:00 AM
9	You haven't stated the cost difference between the two. Won't that be important for everyone's decision?	10/8/2022 7:56 PM
10	Status quo is just wonderful	10/8/2022 3:58 PM
11	I couldn't make the meetings, so I don't know the full changes.	10/8/2022 10:20 AM
12	Expanding the sidewalks and non motorized path areas. The explosion of e bikes and scooters needs to be addressed and made room for.	10/8/2022 10:15 AM
13	This is a waste of time. Without more information, such as cost, traffic, impacts on private property, etc, you've asked me which picture I like best. This is an uninformed, useless pick. I hope you don't pay attention to this survey.	10/8/2022 8:01 AM
14	No left turns out of the industrial area, route that traffic to 75. Or Monorail from Ketchum to Hailey	10/7/2022 8:10 PM
15	Police enforcement of existing speed limits instead of this project that's unneeded	10/7/2022 7:54 PM
16	No	10/7/2022 7:34 PM
17	no	10/7/2022 7:29 PM
18	Increased density = more pedestrians	10/7/2022 6:59 PM
19	The intersection of warm springs and Broadway. Way heavier traffic and pedestrian use. Extremely unsafe with lack of cross walks or 40th stop to slow downhill traffic.	10/7/2022 6:29 PM
20	Driver Education would be a good start.	10/7/2022 5:46 PM
21	snow removal?	10/7/2022 5:24 PM
22	Pedestrian/sidewalk options along 10th street going up the hill towards Knob Hill and along warm springs in front of Grumpy's.	10/7/2022 4:51 PM
23	How will bikes get through? This may be solved for an just not seeing it from these graphics	10/7/2022 4:27 PM
24	ideally reviewing ability to turn north on warm springs from the 8th, 9th, 10th streetsit's so hard with cars coming down fast from main and lots of traffic the other direction toohopefully this will help but anything else to make those turns more visible/safe would be good	10/7/2022 4:22 PM
25	You have done a good job with due diligence. Thanks	10/7/2022 4:05 PM
26	Not sure	10/7/2022 3:59 PM
27	What if you just added a light	10/7/2022 3:51 PM
28	where wii the mountain ride bus stop/stops be relocated? Also pedestrian crosswalk safety to access the bus stop in new location	10/7/2022 3:50 PM

29	Mutli-lane roundabout	10/7/2022 3:49 PM
30	concrete median on both alternatives will be subject to snowplow damage! traffic flow to Warm Springs off Main St. now seems to work wellmaking 10th Street as another major entry to and from Warm Springs could create traffic issues on Main St. and 10thunintended consequence?	10/7/2022 3:38 PM
31	Where will the bus stops be and how might this affect the route?	10/7/2022 3:33 PM
32	Test	10/7/2022 3:20 PM
33	Thoughtful landscaping - you have an opportunity to make it even more carbon-emissions-lowering by planting thoughtfully.	10/7/2022 2:17 PM
34	Taking down the power lines on warm springs road.	10/7/2022 1:59 PM
35	Definitely- bike access is hugely important and does not appear to be addressed. Access at the existing crossing (between park side and the LI) should be prioritized to keep the flow and safety that currently exists (plan looks to create a problem by making a jog where the path intersects with ws road). And bicycle access through tenth, northwood way and warm springs road should be identified on the plan and should be equally safe even as it will not be the preferred bike path route. It should still be accessible and safe for people to get to and from the LI on bikes, especially since we as a community want to be known as a bike-friendly town and also want to support reducing car trips.	10/7/2022 1:56 PM
36	The City must work hard to convince the residence in formed about this situation and win their vote.	10/7/2022 12:04 PM
37	Is anything being done to improve problems at Main and Warm Springs fork?	10/7/2022 11:29 AM

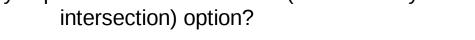
Q5 Should the city choose the 'No build' option?

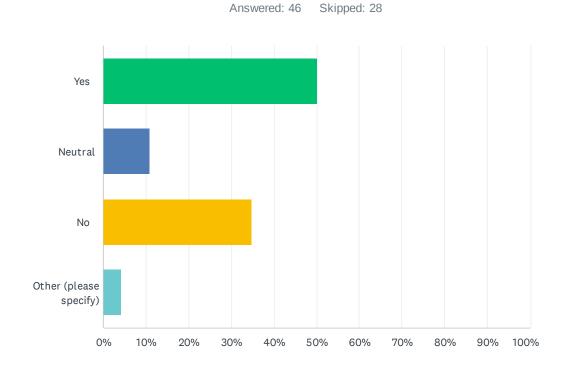


ANSWER CHOICES	RESPONSES	
Yes	45.65%	21
Neutral	17.39%	8
No	34.78%	16
Other (please specify)	2.17%	1
Total Respondents: 46		

#	OTHER (PLEASE SPECIFY)	DATE
1	Not sure I understand all the implications.	10/7/2022 2:01 PM

Q6 Should the city explore the 'Left turn lanes' (at Sun Valley Road





ANSWER CHOICES	RESPONSES	
Yes	50.00%	23
Neutral	10.87%	5
No	34.78%	16
Other (please specify)	4.35%	2
Total Respondents: 46		

#	OTHER (PLEASE SPECIFY)	DATE
1	It removes parking. Parking is difficult enough as it is. Removing parking on Main Street will	10/11/2022 3:41 PM
	negatively impact businesses.	

387

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40%

50%

60%

70%

80%

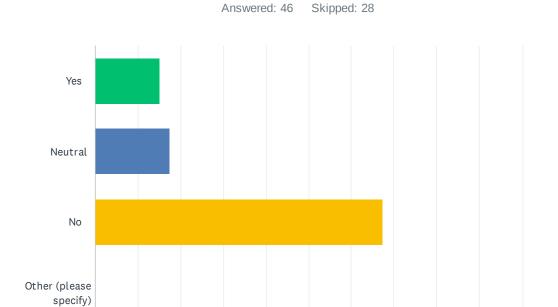
90%

100%

2

10/7/2022 6:58 PM

Q7 Should the city explore lane reconfiguration throughout the corridor?



ANSWER CHOICES	RESPONSES	
Yes	15.22%	7
Neutral	17.39%	8
No	67.39%	31
Other (please specify)	0.00%	0
Total Respondents: 46		

#	OTHER (PLEASE SPECIFY)	DATE
	There are no responses.	

Q8 Which is your preferred choice and why?

Answered: 29 Skipped: 45

#	RESPONSES	DATE
1	no build - all the other options seem to take away something when giving something	10/12/2022 12:52 PM
2	Simply fixing how the new traffic light at Main Street/SV Road works would resolve many issues. The left turn left from SV Road to the north is absurdly short (it barely allow a single car through) and has resulting in almost everyone running the light, which started a horrible practice. Having the traffic light	10/11/2022 3:45 PM

3	The one that doesn't impact parking or cause more congestion.	10/11/2022 3:41 PM
4	#2 - Seems easier to control traffic flow with clear designation of left turns as long as signals are provided to do so (especially for northbound traffic. Currently the northbound traffic gets locked up when no left signal or turn lane is provided. This creates vehicles continually trying to "jockey for position" by trying to quickly move from the left lane where they are stuck into the right lane. Doing so is dangerous for vehicles due to frustration and quick vehicle merges into the right. This is a safety issue for traffic flow as well as cars parked on the right side of Main Street.	10/11/2022 7:11 AM
5	No rebuild. Seems to have the least impact. I don't think adding a turning lane will fix much.	10/10/2022 4:08 PM
6	None of these are great solutions but the no-build seems to be the best for the time being.	10/10/2022 9:56 AM
7	No build. Less cost to the tax payer.	10/9/2022 7:14 AM
8	The No Build choice. Smaller and fewer lanes slow traffic. I just spent the weekend vacationing in several other resort towns with more lanes throughout their Main Street and there are many other issues that accompany this also don't we want to encourage biking / waking? Fewer lanes to cross help this. I bike and walk everywhere in town and crossing 4 lanes vs 5 is a big deal to me.	10/9/2022 6:28 AM
9	No build nothing gained with new options	10/8/2022 4:02 PM
10	2 moving Traffic efficiently is so important on main street. If you make the traffic flow and have fewer cars it's absolutely going to be safer for pedestrians everywhere. Don't worry about the longer pedestrian crossings People can walk. There's long crosswalks like this everywhere else in cities"- it's OK people will understand how to take 15 more steps.	10/8/2022 3:23 PM
11	Taking parking off the two blocks helps pedestrians see better and not be blocked from view. While I do not want our city to look like a suburban massive intersection with more lanes, I think that reducing the size of car lanes will force traffic to slow down and pay more attention to pedestrians and bikes.	10/8/2022 10:20 AM
12	Left turn lanes. Serving all modes of traffic and reducing congestion is a win. Trucks have other route options to get Sun Valley.	10/8/2022 8:22 AM
13	Left turn lanes seems less intrusive. Hwy 75 is a highway, not a pedestrian haven. It should be designed for traffic efficiency, not pedestrians.	10/8/2022 8:05 AM
14	More traffic moving v sitting	10/8/2022 7:48 AM
15	No build. Just fox the timing of the main and sv lights	10/7/2022 8:17 PM
16	Lane reconfiguration. Shorter pedestrian crossings. Long crossings are frightening and multiple lanes discourage walking and small town feel.	10/7/2022 6:58 PM
17	No change.	10/7/2022 6:32 PM
18	No build. # of lanes needs to remain the same to move more vehicles through town. Few lanes amounts to longer backups at intersections.	10/7/2022 6:27 PM
19	Turn lanes at SV because they are a long-term solution to increased traffic	10/7/2022 5:24 PM
20	Left turn lanes is my choice bc the only drawback is it will take away parking but the town is so small, parking a little farther is better than the drawbacks of the two other options.	10/7/2022 4:55 PM
21	#1. We need to preserve parking and signal efficiency	10/7/2022 4:09 PM
22	Left turn lanes	10/7/2022 4:04 PM
23	Leave as is. City can't afford to lose more parking, and adding to congestion is counter productive.	10/7/2022 4:04 PM
24	No Build. It will not change much that happens.	10/7/2022 3:56 PM
25	Left turn lanes because it will improve daily use for drivers	10/7/2022 3:35 PM
26	Left turn lanes. Reduces congestion the most. The fact is, the north-south corridor is very busy, and this isn't going to change.	10/7/2022 2:27 PM
27	the choice that is better for pedestrians and bikes? where are the bike lanes?	10/7/2022 12:42 PN

28	NO. 3 has a a more relax feeling coming into to Ketchum instead of being such a tight intersection when you arrive at Limelight. We will need sidewalks in the future aand reconstruc the old bridgethe approach is a very important topic.	10/7/2022 12:12 PM
29	Left turn	10/7/2022 11:28 AM

Q9 Which is your least favorite and why?

Answered: 24 Skipped: 50

#	RESPONSES	DATE
1	#3 appears to be obvious - why would we increase congestion and implement something that we know will not serve rush hour traffic.	10/11/2022 3:45 PM
2	The one that removes parking.	10/11/2022 3:41 PM
3	Option 3 more congestion for small pedestrian improvements	10/10/2022 4:08 PM
4	Lane reconfiguring due to longer wait times.	10/10/2022 9:56 AM
5	The distinction between options 2 and 3 are very hard to parse out given this information. You should reissue this survey with more complete information	10/9/2022 7:14 AM
6	Lane reconfig. But I do not like the left turning lanes either	10/9/2022 6:28 AM
7	Reconfiguring	10/8/2022 4:02 PM
8	3 Wider sidewalks and more congestion on the road is definitely not going to benefit Ketchum it's just going to enrage more drivers, pedestrians, and make bike riding very dangerous. Also there's really not that many interesting businesses to explore on main street because most of what there at this time is real estate offices and banks. It's not like a main shopping or sightseeing road. Just drove through town watching hundreds of people out for the sheep festival walking main street and even with that many bodies on the sidewalks it didn't seem to be an issue.	10/8/2022 3:23 PM
9	Tbh I hate that we are always so car centric first. It is always about "traffic" and not about other transportation options. I would like a biking designated road that is separated from cars to be put in throughout the entire downtown area. I think that by putting other modes of transportation first we could easily reduce the car traffic issue and the streets safer and nicer for all.	10/8/2022 10:20 AM
10	Lane reconfiguration. Why spend a bunch of money that makes congestion worse?	10/8/2022 8:22 AM
11	3 too much sitting traffic	10/8/2022 7:48 AM
12	Left turn lanes. Car turn onto sv road is not an issue	10/7/2022 8:17 PM
13	7. The City has tried to increase vitality and walkingwide streets to cross discourage this and divide the town in half. Pedestrians should come first. Drivers having patience should be valued.	10/7/2022 6:58 PM
14	Lane configuration	10/7/2022 6:32 PM
15	#3, roads need to move traffic.	10/7/2022 6:27 PM
16	Three lanes because it causes severe traffic backup for those working in our town	10/7/2022 5:24 PM
17	Lane configuration is my least favorite bc it will cause more traffic back up/congestion.	10/7/2022 4:55 PM
18	#3. Main st is already congested and if this adds more it's only adding to the problem.	10/7/2022 4:09 PM
19	No build. Not that beneficial	10/7/2022 4:04 PM
20	#3. Would create mass chaos of late lane changes, and push the traffic back blocks.	10/7/2022 4:04 PM
21	left turn lanes. There is already a parking problem and this would make it more of a problem.	10/7/2022 3:56 PM

22	Bad traffic	10/7/2022 3:50 PM
23	Lane reconfiguration - OMG, no. It will be a mess. Drivers are already challenged. Out-of-town people are confused and cannot navigate well anyway, local Idaho drivers are not very good at following the rules. Traffic will be backed up.	10/7/2022 2:27 PM
24	No.1 and "do nothing"	10/7/2022 12:12 PM

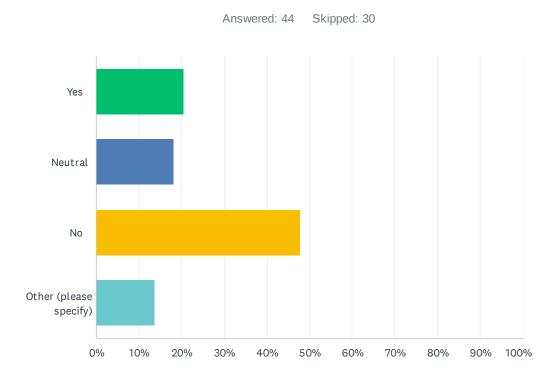
Q10 Is there anything we missed/haven't considered?

Answered: 16 Skipped: 58

r almost 40 years and never seen so many vehicles running red lights, estrians and other drivers. What used to be rare has become commonplace And having the traffic light on 4th and Main Street function differently than the n terms of how pedestrians cross and how vehicles do or do not stop has	DATE 10/11/2022 3:45 PM
that removes parking or causes even more congestion.	10/11/2022 3:41 PM
4th st to not activate as frequently during peak times or to be better synced	10/10/2022 9:56 AM
stem at 4th St. It's very confusing for all. Should go back to previous flasher	10/9/2022 11:06 AM
s. Ketchum traffic flow is just fine	10/8/2022 4:02 PM
gle day and constantly see pedestrians walking when they don't have a green sing for motorist because they're stopping for people without right of way as the right away and then I also see cars blasting through when the light is red for and cars needs a better understanding of what to do there. It almost seems than the flag system on all the other intersections. I think the signage is so I really don't know why people get confused. In theory pedestrians should one clump, but crossers on foot or on bike just go rogue and walk when they	10/8/2022 3:23 PM
now because parked cars block views and the wait time at the light is very	10/8/2022 10:20 AM
	10/8/2022 7:48 AM
und (local) traffics from serenade	10/7/2022 8:59 PM
north or south. And move the bus stop in front of Wells Fargo so pedestrians	10/7/2022 8:17 PM
	10/7/2022 6:58 PM
as a solution built in. Fix the road, get rid of the rolling mounds, clean up the	10/7/2022 6:32 PM
the general second seco	itton" and there is a lack of consistency in how cars are stopping and ther they can proceed. Having drivers trying to read the directions on the lights h for pedestrians crossing is a recipe for accidents. In the third temoves parking or causes even more congestion. In the to not activate as frequently during peak times or to be better synced ain st. lights. In third third to not activate as frequently during peak times or to be better synced ain st. lights. In the strain third thir

13	Bikes and how they navigate main st safely	10/7/2022 5:24 PM
14	Rerouting Highway 75 - hahaha. Just kidding.	10/7/2022 2:27 PM
15	why not address another avenue? divert trucks to another road? remove parking on main street.	10/7/2022 12:42 PM
16	no	10/7/2022 12:12 PM

Q11 Should the city explore installing more bulb outs along the Main Street corridor?

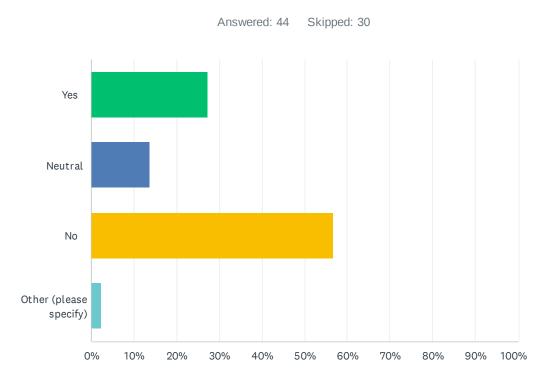


ANSWER CHOICES	RESPONSES	
Yes	20.45%	9
Neutral	18.18%	8
No	47.73%	21
Other (please specify)	13.64%	6
Total Respondents: 44		

#	OTHER (PLEASE SPECIFY)	DATE
1	What is a "bulb out"? Doesn't make sense. No one will know what you're asking here.	10/9/2022 7:16 AM
2	YES, But shorten the size of the cement planters so pedestrians have more room.	10/8/2022 10:22 AM
3	City should consider more lights on shorter postsbetter for dark sky and small town atmosphere. Current lights are appropriate in a city parking lot not on city streets. There is nothing charming about them and they are ineffective, lighting only a small circle around lamp posts.	10/7/2022 7:02 PM
4	Yes but please find a way to make them bike-safe	10/7/2022 5:24 PM

5	Bulbs are needed on side streets especially at night	10/7/2022 3:53 PM
6	Define bulb out.	10/7/2022 2:04 PM

Q12 The majority of Main Street's sidewalks feature benches, business signs, trees, trash cans and other amenities. Should the city narrow the travel lanes (from 12ft to 11ft) and reallocate the extra space to the sidewalks to give extra room for pedestrians?

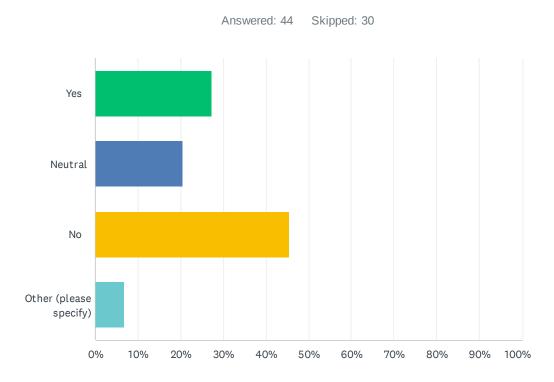


ANSWER CHOICES	RESPONSES	
Yes	27.27%	12
Neutral	13.64%	6
No	56.82%	25
Other (please specify)	2.27%	1
Total Respondents: 44		

#	OTHER (PLEASE SPECIFY)	DATE
1	Put more control on the size of items (benches and trash cans) placed on the walkway or eliminate all together on thoroughfare walkway and place these items only at intersections. Keep walkway the existing size and focus on vehicular traffic flow.	10/11/2022 7:15 AM

Q13 Should the city explore a raised intersection at Main Street & Sun Valley Road?"Raised intersections create a safe, slow-speed crossing and public space at minor intersections. Similar to speed humps and other

vertical speed control elements, they reinforce slow speeds and encourage motorists to yield to pedestrians at the crosswalk."-nacto.org



ANSWER CHOICES	RESPONSES	
Yes	27.27%	12
Neutral	20.45%	9
No	45.45%	20
Other (please specify)	6.82%	3
Total Respondents: 44		

#	OTHER (PLEASE SPECIFY)	DATE
1	YES, It will make the lanes added not feel as gross and suburbian like. It will add to the downtown decor we all want to keep.	10/8/2022 10:22 AM
2	needs additional thought and other possible options	10/7/2022 7:02 PM
3	SUCH A BAD IDEA.	10/7/2022 5:51 PM

Q14 STAY IN THE LOOP!Thank you for participating today!Feel free to share the survey link with your fellow neighbors. We will share the results with council on October 17th.Please add your email below to receive updates via our 'Project Ketchum' newsletter on a monthly/needed basis. And bookmark www.projectketchum.com for details on this project and other initiatives!