



CITY OF KETCHUM, IDAHO REGULAR KETCHUM CITY COUNCIL
Tuesday, January 21, 2020, 4:00 PM
480 East Avenue, North, Ketchum, Idaho

Agenda

- ROLL CALL
- CALL TO ORDER: By Mayor Neil Bradshaw
- COMMUNICATIONS FROM MAYOR AND COUNCILORS
- COMMUNICATIONS FROM THE PUBLIC on matters not on the agenda (Comments will be kept to 3 minutes)
- CONSENT AGENDA: Note: **(ALL ACTION ITEMS)** The Council is asked to approve the following listed items by a single vote, except for any items that a Councilmember asks to be removed from the Consent Agenda and considered separately
 1. Approval of Minutes: Regular Meeting January 6, 2020
 2. Authorization and approval of the payroll register.
 3. Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills in the total sum of \$385,410.52 as presented by the Treasurer.
 4. Monthly Financial State of the City – Director of Finance & Internal Services Grant Gager
 5. Motion to approve Alcohol Licenses for Barrio 75 and Hotel Ketchum.
- PUBLIC HEARINGS AND DISCUSSIONS (Public comment and input taken on the following items)
 6. **ACTION ITEM:** The PEG Ketchum Hotel LLC proposed Ketchum Boutique Hotel at 260 & 280 River Street and 251 S. Main Street applications for Planned Unit Development, Conditional Use Permit, and Development Agreement hearings – Director of Planning & Building John Gaeddert
- STAFF AND COUNCIL COMMUNICATIONS (council deliberation, public comment not taken)
 7. Recommendation to extend lease with KCDC for City Hall site, provide funding for KCDC for submitting tax credit application and extend contract with GMD Development
- ADJOURNMENT

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

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

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

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

- Please come to the podium to speak.
- Stand approximately 4-6 inches from the microphone for best results in recording your comments.

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

Please note that all people may speak at public hearings.

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

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

Visit www.ketchumidaho.org and sign up for notifications on agendas, meeting packets, dates and more.

Like us on [Facebook](#) and follow us on [Twitter](#).

Thank you for your participation.

We look forward to hearing from you



CITY OF KETCHUM, IDAHO REGULAR CITY COUNCIL MEETING
Monday, January 06, 2020, 4:00 PM.
480 East Avenue, North, Ketchum, Idaho

AGENDA

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

PRESENT

Mayor Neil Bradshaw
Council President Michael David
Councilor Amanda Breen
Councilor Courtney Hamilton
Councilor Jim Slanetz – present by phone

- COMMUNICATIONS FROM MAYOR AND COUNCILORS

1. Swearing in of re-elected City Council Member Michael David

Mayor Neil Bradshaw swore in Councilor Michael David.

Swearing in of re-elected City Councilor Jim Slanetz was done on December 18, 2019, at 2:00 p.m. Witnesses present were City Clerk Robin Crotty, Business License Tax Specialist Kathleen Schwartzenberger, Deputy Treasurer Shellie Rubel and Senior Accountant Eric Bertovich.

2. Present Certificates of Election

Mayor Neil Bradshaw presented Councilor Michael David his certificate of election.

3. Elect President of the Council

Motion to elect Councilor Amanda Breen as Council President.

Motion made by Councilor David, Seconded by Councilor Hamilton
Voting Yea: Councilor David, Councilor Hamilton, Councilor Slanetz

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

Karen McCall requested the Ketchum City Council place a moratorium on 5g implementation in Ketchum City limits until the technology is proven safe. She requested this item be placed on the next agenda.

Anunda Kriya seconded Karen's request regarding the moratorium on 5g. He requested an expert scientist being brought in to look at the issues and look at the current wi-fi. He also has a petition with 200 signatures from Ketchum who are against 5g.

Jim Hunglemann talked about federal law and the dangers of 5g according to the experts around the world. He talked about the dangers of what is coming out of China.

Michelle _____ talked about placing a 5g moratorium and the dangers of radiation that goes along with it. She talked about the studies that need to be done and about the harmful effects for wireless communication. She declared 5g unconstitutional.

Karen McCall in 1980 we created nuclear free Blaine County to keep us safe and she would like to piggyback on that for this issue.

Mayor Neil Bradshaw thanked the Community for being warm and welcoming throughout the holidays to our visitors.

4. Mountain lion activity in and around Ketchum - Presentation by Idaho Fish & Game

Greg White, Regional Supervisor of Idaho Fish and Game introduced Mike McDonald, Terry Thompson, Pete Connally, Josh Royce.

Mike McDonald talked about Mountain Lions in the Wood River Valley and explained what is unusual this year is the fact that it started early. August 1, 2019, to present, there have been 43 sightings or incidents in the Wood River Valley. It normally starts late February, or early March. Things have escalated in a couple of situations. He talked about the Lion that was caught and euthanized in Warm Springs. He wants everyone to know that it is an issue, and Idaho Fish and Game is following it very closely.

Terry Thompson advised the Idaho Fish & Game is very concerned as an agency. He advised that the public needs to be aware of their surroundings. He talked about the press release that was released last week and about what people can do to protect themselves and their pets. He went into detail on personal safety advising the public not to run, to back away slowly, do not bend over, appear as big as you can and to make a lot of noise. Get yourself out of that situation as soon as you can. He suggested against headphones at this time and to be aware of your surroundings. Always keep your pet on a leash, do not feed your pet outside and do not leave their dishes outside. Mr. Thompson suggested, if you've seen a mountain lion in your area, look around your home and be sure all sheds are closed, board up anything where wildlife can bed down. This is a community issue. Everybody in the community needs to do their part in the entire valley. Use motion sensor lights. Be safe, be aware and be vigilant.

Mayor Neil Bradshaw asked if there is a growth in population or why the change of behavior. Greg White advised that it appears there are more mountain lions. They eat meat and we have a lot of healthy deer and elk. Mayor Bradshaw questioned why we would euthanize and not relocate. Mike McDonald explained that they don't make that decision lightly. He talked about the options that are before them such as a zoo, (no zoos want them), relocating - the lions return, or the lion is killed by a dominant male lion where we relocate them to.

Greg White advised that he is the person to call with questions and comments.

Councilor Courtney Hamilton questioned the euthanization process. Greg White explained the guidelines that they follow. He talked about cats now being found in car ports and about options they have for showing the cats they are not welcome.

Councilor Michael David asked who the person is to call when a cat is noticed. Greg McDonald advised they call county dispatch. Josh Royce advised they should call 911 if anybody is afraid. If you have just seen a lion, but they are not showing any signs of crouching, etc. call Idaho Fish and Game.

Councilor Courtney Hamilton questioned if people should fight back. Idaho Fish & Game suggests fighting back. Courtney Hamilton questioned the time of day they are being spotted. Mike McDonald talked about cats now being out and about in the light of day.

Mayor Neil Bradshaw thanked Idaho Fish & Game for their presentation.

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

Mayor Neil Bradshaw asked council for approval of the consent agenda.

5. **Approval of Minutes: Regular Meeting December 16, 2019**
6. **Authorization and approval of the payroll register**
7. **Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills in the total sum of \$381,182.18 as presented by the Treasurer.**
8. **Recommendation to approve Resolution #20-001 Reappoint Neil Morrow to the Planning and Zoning Commission – Mayor Neil Bradshaw**
9. **Recommendation to approve Resolution #20-002 Destruction of Semi-permanent records – City Clerk Robin Crotty**
10. **Recommendation to Amend Contract #20354 with AECOM—City Administrator Suzanne Frick**
11. **Recommendation to Approve Resolution #20-003 to reappoint Susan Scovell and Jim Slanetz and appoint Carson Palmer to the Ketchum Urban Renewal Agency—Mayor Neil Bradshaw**
12. **Recommendation to approve Resolution #20-004 donating the 1987 Sutphen Arial Platform Ladder Truck to Care Convoy—Fire Chief Bill McLaughlin**

Motion to approve the consent agenda.

Motion made by Councilor Hamilton, Seconded by Council President Breen.

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

- **PUBLIC HEARINGS AND DISCUSSIONS (Public comment and input taken on the following items)**
- 13. **ACTION ITEM: Recommendation to review plans for the fire station and authorize submittal of a Design Review application to the Planning and Zoning Commission—Mayor Neil Bradshaw**

Mayor Neil Bradshaw introduced this topic saying this is an exciting time, and thanked Cole Architects for the design and floor plan. He advised that Dennis Potts is leading the charge as Project Manager.

Mayor Neil Bradshaw asked for public comment. There was none.

Mayor Neil Bradshaw talked about the floor plan before them and thanked Chief McLaughlin for his input in the short time he has been part of the team. Mayor Bradshaw asked for a timeline. City Administrator Suzanne Frick advised that the council is the owner so they will need to review plans and be sure they are

comfortable. It then goes to Design Review. There will then be another formal meeting in February for approval of design. The architect will drive the City thru the process and after approval the Construction Manager takes over from there. Suzanne Frick explained the process about what would happen if P & Z denies the design.

Council President Amanda Breen questioned the position of the turn outs. Chief McLaughlin explained the workings of the firefighters and the layout. Councilor Courtney Hamilton is pleased with the design and moving forward. Mayor Neil Bradshaw pointed out that they will be bringing on a sustainability consultant. Traffic concerns are being addressed and he is pleased with the drawings and the work that has been done.

Motion to authorize submittal of the design review application for the fire station project.

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

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

14. ACTION ITEM: Recommendation to approve Resolution #20-005 to amend the Fee Resolution—Director of Finance and Internal Services Grant Gager

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

Director of Finance & Internal Services Grant Gager pointed out the meter fee being added back in. Councilor Jim Slanetz questioned the size of the standard meter. Grant Gager explained that it is a 1" meter and talked about the costs associated with that.

Motion to adopt Resolution 20-005 adopting fees and fee schedules for all City Department

Motion made by Council President Breen, Seconded by Councilor Hamilton.

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

15. ACTION ITEM: Recommendation to approve Resolution #20-006 amending the Vehicle and Traffic Penalty Schedule-- Director of Finance and Internal Services Grant Gager

Councilor Courtney Hamilton asked how the plowing is going. City Administrator Suzanne Frick explained that it is working fine. Councilor Michael David questioned the signage. City Administrator Suzanne Frick advised that the signs are pretty clear and talked about the placement of the signs. There was a discussion of how and where cars are being towed. Michael David talked about the towing fee of \$250. Mayor Neil Bradshaw explained that there is also a storage fee, however, the storage fee is out of our control. Michael David would like to look at possible on street parking in the future with conditions. Council President Amanda Breen questioned what kind of publicity we have done to advertise the parking lot.

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

Motion to adopt Resolution No. 20-006, revising the vehicles and traffic penalty schedule.

Motion made by Councilor Hamilton, Seconded by Council President Breen.

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

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

- 16. ACTION ITEM: Recommendation to approve Contract #20443 for the phase II architectural contract with Cole Architects—Mayor Neil Bradshaw**

Mayor Neil Bradshaw talked about the Cole Architect contract in the packet and asked for comments and questions from the Council. Councilor Courtney Hamilton talked about her interaction with Cole Architects and is pleased with the outcome at this time. She is in favor of Cole Architects and moving forward.

Motion to approve Contract 20443 with Cole Architects for phase 2 of fire station architectural services, subject to approval by the City Attorney.

Motion made by Councilor Hamilton, Seconded by Councilor David.

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

- **ADJOURNMENT**

Motion to adjourn at 5:13 p.m.

Motion made by Councilor Hamilton, Seconded by Council President Breen.

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

Neil Bradshaw, Mayor

Robin Crotty, City Clerk

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

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

Invoice Detail.Voided = No,Yes

Vendor Name	Invoice Number	Description	Net Invoice Amount
GENERAL FUND			
01-2175-8000 P/R DEDUC PBL--EMP CAF FSA-MD			
NBS-NATIONAL BENEFIT SERVI	CP240435	FSA	1,906.46
01-2175-9000 P/R DEDUC PBL--EMP CAF FSA-DC			
NBS-NATIONAL BENEFIT SERVI	CP240435	DCA	2,634.98
01-2300-0000 DEPOSITS-PARKS & EVENTS			
SUN VALLEY COMPANY	011520	Event Deposit Refund	250.00
GAGER, GRANT	011520	Security Deposit Refund	250.00
WARFIELD BREWERY LLC	011520	Event Deposit Refund	250.00
SUN VALLEY JAZZ & MUSIC FES	011520	Event Deposit Refund	250.00
SCHAFF, RONDA	011520	Park Deposit Refund	150.00
SUN VALLEY/KETCHUM CHAMB	011520	Security Deposit Refund	250.00
MONAHAN, KRISTEN	011520	Security Deposit Refund	250.00
LAUGHING STOCK THEATER IN	011520	Event Deposit Refund	250.00
Total :			6,441.44

LEGISLATIVE & EXECUTIVE**01-4110-2505 HEALTH REIMBURSEMENT ACCT(HRA)**

NBS-NATIONAL BENEFIT SERVI	CP240435	HRA	125.18
----------------------------	----------	-----	--------

01-4110-2515 VISION REIMBURSEMENT ACCT(HRA)

NBS-NATIONAL BENEFIT SERVI	729835	FSA/HRA December 2019	22.95
NBS-NATIONAL BENEFIT SERVI	CP240435	HRA Vision	961.41
STARLEY-LEAVITT INS. AGENCY	620797	620797 122619	45.00

01-4110-4910 MYR/CNCL-TRAINING/TRAVEL/MTG

US BANK	4322 122619	4322 - Gas for IHFA Visit	56.00
US BANK	4322 122619	4322 - Lunch for IHFA Visit	52.93

Total LEGISLATIVE & EXECUTIVE:

1,263.47

ADMINISTRATIVE SERVICES**01-4150-2515 VISION REIMBURSEMENT ACCT(HRA)**

NBS-NATIONAL BENEFIT SERVI	729835	FSA/HRA December 2019	51.85
NBS-NATIONAL BENEFIT SERVI	CP240435	HRA Vision	55.51
STARLEY-LEAVITT INS. AGENCY	620797	620797 122619	63.00

01-4150-3100 OFFICE SUPPLIES & POSTAGE

ATKINSONS' MARKET	02823364	Supplies	13.94
US BANK	6235 122619	6235 - Business Cards Alicia	63.44
US BANK	6235 122619	6235 - Business Cards Kathleen	63.44
US BANK	6243 122619	6243 - Metallic Cert Papers	37.71
US BANK	6243 122619	6243 - Certificate Paper	29.95
US BANK	6243 122619	6243 - Credit for Certificate Paper	29.95-

01-4150-4200 PROFESSIONAL SERVICES

CASELLE, INC.	99624	Contract Support and Maintenance	2,204.00
---------------	-------	----------------------------------	----------

Vendor Name	Invoice Number	Description	Net Invoice Amount
COPY CENTER LLC	1280	Posters	157.00
COPY CENTER LLC	1308	New Fire Station Poster	77.00
01-4150-4400 ADVERTISING & LEGAL PUBLICATIO			
EXPRESS PUBLISHING, INC.	10002196 1231	10002196 123119	262.16
01-4150-4800 DUES, SUBSCRIPTIONS & MEMBERSH			
BMI	36832532	2020 Membership	322.20
INTERNATIONAL INSTITUTE OF	31411 121219	Annual Membership - Robin Crotty	195.00
01-4150-4902 TRAINNG/TRVL/MTG-CITY ADM/ASST			
US BANK	0568 122619	0568 - Idaho Fish and Game Lunch	62.65
01-4150-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	2087267801 12	2087267801 122319	.56
01-4150-5110 COMPUTER NETWORK			
KETCHUM COMPUTERS, INC.	16673	Computer Support	4,477.95
US BANK	6243 122619	6243 - 8x8	2,483.90
US BANK	6243 122619	6243 - Microsoft Service	20.45
01-4150-5150 COMMUNICATIONS			
EXPRESS PUBLISHING, INC.	10002196 1231	10002196 123119	446.58
US BANK	6235 122619	6235 - Constant Contact Communications	9.50
US BANK	6235 122619	6235 - Uprinting Communications	221.45
US BANK	6235 122619	6235 - Facebook Communications	10.11
US BANK	6235 122619	6235 - Peach Jar Communications	50.00
US BANK	6235 122619	6235 - Peach Jar Communications	100.00
US BANK	6235 122619	6235 - Mailchimp Communications	84.99
US BANK	6235 122619	6235 - Facebook Communications	75.00
US BANK	6235 122619	6235 - Pond Hockey Banner	42.55
US BANK	6235 122619	6235 - Facebook Communications	64.89
US BANK	6235 122619	6235 - Facebook Communications	58.75
US BANK	6235 122619	6235 - Facebook Communications	16.25
US BANK	6235 122619	6235 - Facebook Communications	1.36
US BANK	6235 122619	6235 - Shutterstock Communications	30.74
US BANK	6235 122619	6235 - Winter Solstice Banner	42.55
01-4150-5200 UTILITIES			
CITY OF KETCHUM	010620	9994 - December	448.04
CITY OF KETCHUM	010620	9997 - December	318.12
CITY OF KETCHUM	010620	772 - December	58.30
CITY OF KETCHUM	010620	360 - December	48.76
IDAHO POWER	2203990334 01	2203990334 011120	66.46
IDAHO POWER	2206570869 01	2206570869 011120	16.50
01-4150-5900 REPAIR & MAINTENANCE-BUILDINGS			
GLASS MASTERS, INC.	WO-20211	Insulated Glass Unit	324.34
US BANK	6235 122619	6235 - Motion Sensor Lights	31.99
US BANK	6235 122619	6235 - Ketchum Banners	353.36
SOUTHERN IDAHO SOLID WAST	430846	Diesel Disposal	310.00
01-4150-7400 OFFICE FURNITURE & EQUIPMENT			
US BANK	6243 122619	6243 - Chair for Robin	49.44
Total ADMINISTRATIVE SERVICES:			13,891.79

Vendor Name	Invoice Number	Description	Net Invoice Amount
LEGAL			
01-4160-4200 PROFESSIONAL SERVICES			
WHITE PETERSON	24892R 123119	24892R 123119	15,500.00
Total LEGAL:			15,500.00
PLANNING & BUILDING			
01-4170-2505 HEALTH REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP240435	HRA	215.60
01-4170-2515 VISION REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	729835	FSA/HRA December 2019	19.60
NBS-NATIONAL BENEFIT SERVI	CP240435	HRA Vision	176.00
STARLEY-LEAVITT INS. AGENCY	620797	620797 122619	36.00
01-4170-3100 OFFICE SUPPLIES & POSTAGE			
US BANK	4221 122619	4221 - iphone Cables	25.99
01-4170-4210 PROFESSIONAL SERVICES - IDBS			
DIVISION OF BUILDING SAFETY	010220	December 2019 Building Permit Fees	6,439.00
01-4170-4400 ADVERTISING & LEGAL PUBLICATIO			
EXPRESS PUBLISHING, INC.	10002196 1231	10002196 123119	59.80
01-4170-4970 TRAINING/TRAVEL/MTG-P&Z COMM			
US BANK	4221 122619	4221 - PZ Xmas Dinner Party	210.00
Total PLANNING & BUILDING:			7,181.99
NON-DEPARTMENTAL			
01-4193-6500 CONTRACT FOR SERVICE			
ECO EDGE	67004	Eco Edge Contract 1/12	1,250.00
ECO EDGE	68004	Eco Edge Contract 2/12	1,250.00
ECO EDGE	69004	Eco Edge Contract 3/12	1,250.00
SUN VALLEY ECONOMIC DEVEL	1132	1132 Q1 2020	2,500.00
01-4193-6510 PASS THROUGH GRANTS			
MOUNTAIN RIDES	011520	Pass-through of Scholarship Funds	2,500.00
01-4193-6601 MASTER TRANSPORTATION PLAN			
HDR ENGINEERING, INC.	1200234921	Mater Transportation Plan #10	6,079.28
Total NON-DEPARTMENTAL:			14,829.28
FACILITY MAINTENANCE			
01-4194-2515 VISION REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	729835	FSA/HRA December 2019	26.05
STARLEY-LEAVITT INS. AGENCY	620797	620797 122619	27.00
01-4194-3200 OPERATING SUPPLIES			
GEM STATE PAPER & SUPPLY	1016935	Paper Supplies	254.96
01-4194-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	929340	38950 123119	318.39

Vendor Name	Invoice Number	Description	Net Invoice Amount
01-4194-4200 PROFESSIONAL SERVICES			
BIG WOOD LANDSCAPE, INC.	21592	Snow Removal 2nd St. Parking Sidewalks	487.50
BIG WOOD LANDSCAPE, INC.	21593	Snow Removal 4th St. Pushing	3,783.75
BIG WOOD LANDSCAPE, INC.	21595	Snow Removal 4th St Spruce to Walnut	872.50
BIG WOOD LANDSCAPE, INC.	21596	Snow Removal 6th & Leadville	553.50
BIG WOOD LANDSCAPE, INC.	21597	Snow Removal Cimino Park	596.00
BIG WOOD LANDSCAPE, INC.	21598	Snow Removal City Maintenance Yard	425.00
BIG WOOD LANDSCAPE, INC.	21599	Snow Removal Forest Service Park	450.00
BIG WOOD LANDSCAPE, INC.	21600	Snow Removal KTS Exterior	505.25
BIG WOOD LANDSCAPE, INC.	21601	Snow Removal KTS Interior	505.25
BIG WOOD LANDSCAPE, INC.	21603	Snow Removal OWM	508.50
BIG WOOD LANDSCAPE, INC.	21604	Snow Removal Police Station Alley	140.00
BIG WOOD LANDSCAPE, INC.	21605	Snow Removal Town Square	1,500.00
BIG WOOD LANDSCAPE, INC.	21606	Snow Removal Town Square Alley	70.00
EVANS PLUMBING INC	4-96999	SV Museum Pipe Work	467.50
BASE LINE IRRIGATION SOLUTI	10413-2020	Basemanager Annual Services	398.00
01-4194-5200 UTILITIES			
CITY OF KETCHUM	010620	9995 - December	39.66
CITY OF KETCHUM	010620	9996 - December	48.77
CITY OF KETCHUM	010620	536 - December	118.98
CITY OF KETCHUM	010620	560 - December	13.22
CITY OF KETCHUM	010620	1127 - December	13.21
CITY OF KETCHUM	010620	1245 - December	35.55
CITY OF KETCHUM	010620	9991 - December	49.82
CITY OF KETCHUM	010620	456 - December	13.22
CITY OF KETCHUM	010620	532 - December	50.87
IDAHO POWER	2203313446 01	2203313446 011020	5.29
01-4194-6950 MAINTENANCE			
A.C. HOUSTON LUMBER CO.	2001-592302	Saw Blades	6.58
A.C. HOUSTON LUMBER CO.	2001-593337	White Paint	9.18
A.C. HOUSTON LUMBER CO.	2001-593561	Sidewalk Scraper	59.38
CHATEAU DRUG CENTER	2152464	Pliers	19.93
CHATEAU DRUG CENTER	2158882	Screws	3.18
Total FACILITY MAINTENANCE:			12,375.99
POLICE			
01-4210-2515 VISION REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	729835	FSA/HRA December 2019	6.45
01-4210-3200 OPERATING SUPPLIES			
GALL'S, LLC	014529228	Uniform pants	135.00
CHATEAU DRUG CENTER	2173859	CSO Winter Hat	3.79
CHATEAU DRUG CENTER	2176148	Battery Power Bank	39.99
01-4210-3620 PARKING OPS EQUIPMENT FEES			
CALE AMERICA, INC.	157750	December Meters	165.00
OMNI PARK	120982	Omni Park Subscription	343.00
01-4210-4200 PROFESSIONAL SERVICES			
KETCHUM COMPUTERS, INC.	16674	Computer Support - BCSO	870.75
Total POLICE:			1,563.98

Vendor Name	Invoice Number	Description	Net Invoice Amount
FIRE & RESCUE			
01-4230-2505 HEALTH REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP240435	HRA	138.22
01-4230-2515 VISION REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	729835	FSA/HRA December 2019	84.35
STARLEY-LEAVITT INS. AGENCY	620797	620797 122619	117.00
01-4230-3200 OPERATING SUPPLIES FIRE			
A.C. HOUSTON LUMBER CO.	2001-592191	Gloves	39.98
A.C. HOUSTON LUMBER CO.	2001-593006	Shovels	29.49
ATKINSONS' MARKET	02821800	Cleaning Supplies	6.62
CHATEAU DRUG CENTER	2169308	Bike Hook - Monique	1.89
CHATEAU DRUG CENTER	2173793	Plastic Silverware	15.10
CHATEAU DRUG CENTER	2174929	Paper Clips	1.89
COPY & PRINT, L.L.C.	OUT-757	calendar	15.99
COPY & PRINT, L.L.C.	OUT-771	Paper Clips and Folders	13.97
GEM STATE PAPER & SUPPLY	1016809	Paper Supplies	40.91
GEM STATE PAPER & SUPPLY	1016809-01	Paper Supplies	32.93
UPS STORE #2444	6859	6859	14.17
US BANK	4977 122619	4977 - Dinnerware Set	20.00
US BANK	4977 122619	4977 - Garage Opener	14.50
ST. LUKES HEALTH SYSTEM	1571 010720	Flu Shots	180.00
01-4230-3210 OPERATING SUPPLIES EMS			
A.C. HOUSTON LUMBER CO.	2001-593006	Shovels	29.49
ATKINSONS' MARKET	02821800	Cleaning Supplies	6.61
BOUNDTREE MEDICAL	83451536	Medical Supplies	250.00
BOUNDTREE MEDICAL	83455048	Medical Supplies	156.90
BOUNDTREE MEDICAL	83455049	Medical Supplies	169.30
BOUNDTREE MEDICAL	83457974	Medical Supplies	283.00
BOUNDTREE MEDICAL	83465764	Medical Supplies	115.31
BOUNDTREE MEDICAL	83465765	Medical Supplies	139.37
GEM STATE PAPER & SUPPLY	1016809	Paper Supplies	40.91
GEM STATE PAPER & SUPPLY	1016809-01	Paper Supplies	32.92
MCKESSON	73596046	Stairpro Strap	137.93
NORCO	28177716	54794 122619	79.14
NORCO	28222068	52355 123119	33.54
NORCO	28223102	54794 123119	221.34
US BANK	4977 122619	4977 - Dinnerware Set	19.99
US BANK	4977 122619	4977 - File Box	18.99
US BANK	4977 122619	4977 - Garage Opener	14.50
ST. LUKES HEALTH SYSTEM	1571 010720	Flu Shots	180.00
01-4230-3500 MOTOR FUELS & LUBRICANTS FIRE			
UNITED OIL	929171	37267 123119	108.23
01-4230-3510 MOTOR FUELS & LUBRICANTS EMS			
UNITED OIL	929171	37267 123119	213.77
01-4230-4200 PROFESSIONAL SERVICES FIRE			
IDAHO FIRE CHIEF'S ASSOCIATI	01576	IFCA Regular Membership - Tom Ancona	110.00
IDAHO FIRE CHIEF'S ASSOCIATI	01579	IFCA Regular Membership - Bill McLaughlin	20.00
01-4230-4220 PROFESSIONAL SRVS FIRE CHIEF			
ALLSTAR PROPERTY MANAGEM	01032020	2nd Month Rent for Fire Chief	1,700.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
01-4230-4900 TRAINING/TRAVEL/MTG FIRE			
IDAHO FIRE CHIEF'S ASSOCIATI	01579	IFCA Regular Membership - Bill McLaughlin	90.00
01-4230-4920 TRAINING-FACILITY			
IDAHO POWER	2224210258 01	2224210258 010820	49.11
COX WIRELESS	047339201 010	047339201 010720	99.79
01-4230-5100 TELEPHONE & COMMUNICATION FIRE			
ATKINSONS' MARKET	06388960	Batteries	35.60
MTE COMMUNICATIONS	056983 010120	056983 010120	15.13
US BANK	9642 122619	9642 - Fire Computer Hardware	73.24
VERIZON WIRELESS	842054354 122	842054354 122319	20.01
COX WIRELESS	027222301 122	027222301 122019	59.72
TBS ELECTRONICS INC.	00103033	Minitor VI V5	1,618.50
TBS ELECTRONICS INC.	00103100	Minitor VI V5	203.50
01-4230-5110 TELEPHONE & COMMUNICATION EMS			
ATKINSONS' MARKET	06388960	Batteries	35.60
MTE COMMUNICATIONS	056983 010120	056983 010120	15.12
US BANK	9642 122619	9642 - Fire Computer Hardware	73.24
VERIZON WIRELESS	842054354 122	842054354 122319	20.00
COX WIRELESS	027222301 122	027222301 122019	59.71
TBS ELECTRONICS INC.	00103033	Minitor VI V5	1,618.50
TBS ELECTRONICS INC.	00103100	Minitor VI V5	203.50
01-4230-6000 REPAIR & MAINT-AUTO EQUIP FIRE			
A.C. HOUSTON LUMBER CO.	2001-592191	Tape	10.99
ALSCO - AMERICAN LINEN DIVI	LBO11768573	5109 010620	29.75
CHATEAU DRUG CENTER	2169716	Rope Hook	5.86
HUGHES FIRE EQUIPMENT, INC.	546078	switch	33.77
RIVER RUN AUTO PARTS	6538-149412	CFI Lines	17.49
RIVER RUN AUTO PARTS	6538-149609	Supplies	5.35
RIVER RUN AUTO PARTS	6538-149697	Antifreeze	82.75
01-4230-6010 REPAIR & MAINT-AUTO EQUIP EMS			
RIVER RUN AUTO PARTS	6538-149609	Supplies	5.35
US BANK	4977 122619	4977 - Tire Work	104.94
01-4230-6110 REPAIR & MAINT--MACHINERY & EQ			
BOUNDTREE MEDICAL	83451536	Gloves, PO Sensor, Protective Eyewear	170.37
BOUNDTREE MEDICAL	83465764	Gloves	115.90
BOUNDTREE MEDICAL	83465765	Tranport Unit and Chair	427.80
01-4230-6900 OTHER PURCHASED SERVICES FIRE			
US BANK	4977 122619	4977 - Chamber Bucks Year End Awards	225.00
01-4230-6910 OTHER PURCHASED SERVICES EMS			
US BANK	4977 122619	4977 - Chamber Bucks Year End Awards	225.00
Total FIRE & RESCUE:			10,598.84
STREET			
01-4310-2515 VISION REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	729835	FSA/HRA December 2019	45.90
STARLEY-LEAVITT INS. AGENCY	620797	620797 122619	81.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
01-4310-3200 OPERATING SUPPLIES			
A.C. HOUSTON LUMBER CO.	2001-594368	Brackets and Screws	64.83
BUSINESS AS USUAL INC.	149699	Office Supplies	30.25
BUSINESS AS USUAL INC.	149719	Paint Markers	38.90
D & B SUPPLY INC.	24993	Work Shirts	155.94
NORCO	28075439	53271 121119	284.63
WAKE UP AND LIVE, INC.	12757	Coffee for crew	441.39
01-4310-3500 MOTOR FUELS & LUBRICANTS			
RIVER RUN AUTO PARTS	6538-149753	Oil Absorber	59.95
WEX BANK	63091300	Fuel Purchases	1,021.96
UNITED OIL	929173	37269 123119	3,022.14
01-4310-4200 PROFESSIONAL SERVICES			
BIG WOOD LANDSCAPE, INC.	21602	Snow Removal Neil's Way	750.00
CENTRAL DRUG SYSTEM, INC.	303290	Testing & Fees	76.50
S. ERWIN EXCAVATION INC	19-847	Snow Hauling	3,920.00
HIATT TRUCKING, INC.	2577	SNOW HAULING	4,160.00
JOE'S BACKHOE SERVICES, INC.	236605	Dumptruck Snow Removal	2,430.00
LUNCEFORD EXCAVATION, INC.	10676	Snow Hauling	1,120.00
RICK'S EXCAVATION, INC.	555	Snow Removal	560.00
RICK'S EXCAVATION, INC.	556	Snow Removal	600.00
WESTERN STATES CAT	IN001176573	Track Type Tractor	6,684.75
BACKGROUND INVESTATION B	CIT025010120-	Background Checks	23.95
01-4310-4900 PERSONNEL TRAINING/TRAVEL/MTG			
SKILLPATH SEMINARS	12166465	Training Justin Ramm	239.00
SKILLPATH SEMINARS	12166466	Training Ramsy Hoehn	239.00
01-4310-5200 UTILITIES			
CITY OF KETCHUM	010620	9993 - December	86.39
CITY OF KETCHUM	010620	9999 - December	51.92
01-4310-6000 REPAIR & MAINT--AUTOMOTIVE EQU			
LES SCHWAB	11700606090	New Tires - Expedition	1,024.47
NAPA AUTO PARTS	000518	Durango Sensor	44.79
NAPA AUTO PARTS	000655	Floor Mat	74.49
NAPA AUTO PARTS	000716	Durango Parts	225.29
SILVER CREEK FORD	45006230	Plate	28.46
SILVER CREEK FORD	45006266	Plate Return	28.46
SILVER CREEK FORD	45006266	Door Plate	35.09
JACKSON GROUP PETERBILT	214588	Ultra Thin Low Pro	166.56
INTERMOUNTAIN TRANSMISSIO	79368	Durango Transmission	2,565.00
01-4310-6100 REPAIR & MAINT--MACHINERY & EQ			
GO-FER-IT	91175	292-123119	37.00
K & T STEEL CORP.	0018661-IN	Dom Tube	497.00
NAPA AUTO PARTS	000495	Dozer Part	4.90
NAPA AUTO PARTS	000662	Jack Oil	5.77
NAPA AUTO PARTS	000663	Loader Fittings	23.94
NAPA AUTO PARTS	999917	Sealed Beams	35.26
NAPA AUTO PARTS	999920	Headlight	6.58
NAPA AUTO PARTS	999991	Clamp	7.60
RIVER RUN AUTO PARTS	6538-149718	Drain Hose	8.05
WESTERN STATES CAT	IN001172689	Sander Underbody Blades	425.48
WESTERN STATES CAT	IN001175368	Grader Parts	311.07
WESTERN STATES CAT	IN001183176	Underbody Blade	425.48

Vendor Name	Invoice Number	Description	Net Invoice Amount
01-4310-6910 OTHER PURCHASED SERVICES			
A.C. HOUSTON LUMBER CO.	2001-593695	Hinges	44.98
A.C. HOUSTON LUMBER CO.	2001-593711	Credit Hinges	44.98-
A.C. HOUSTON LUMBER CO.	2001-594234	Bolts and Hinges	76.14
ALSCO - AMERICAN LINEN DIVI	LBO11768189	5831 010320	48.11
ALSCO - AMERICAN LINEN DIVI	LBO11770081	5831 011020	48.11
FIRE SERVICES OF IDAHO	52847P	Services to Fire Extinguishers	760.00
FIRE SERVICES OF IDAHO	52849P	Street Dept Fire Ext. Service	65.00
FIRE SERVICES OF IDAHO	5284P	Annual Service of Fire Ext.	49.00
NORCO	28212671	53271 123119	270.27
NORCO	28222147	53271 123119	215.61
SUPERIOR DOOR CO., INC.	6361	Door Install	198.00
TREASURE VALLEY COFFEE INC	2160 06509882	splenda	29.40
CINTAS FIRST AID & SAFETY	5015707961	First Aid Supplies	125.44
01-4310-6930 STREET LIGHTING			
IDAHO POWER	2200059315 01	2200059315 011020	5.29
IDAHO POWER	2200506786 01	2200506786 011020	22.54
IDAHO POWER	2201174667 01	2201174667 011020	14.92
IDAHO POWER	2202627564 01	2202627564 011020	28.26
IDAHO POWER	2203027632 01	2203027632 011020	5.29
IDAHO POWER	2205963446 01	2205963446 011020	62.91
PLATT ELECTRIC SUPPLY	0A07213	Credit from X997762	24.31-
PLATT ELECTRIC SUPPLY	X997762	Street & Emergency Lighting	92.09
01-4310-6950 MAINTENANCE & IMPROVEMENTS			
IDAHO HYDROJETTING, INC.	7635	Shop drain testing	500.00
Total STREET:			34,704.29
RECREATION			
01-4510-2515 VISION REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	729835	FSA/HRA December 2019	16.50
STARLEY-LEAVITT INS. AGENCY	620797	620797 122619	36.00
01-4510-3200 OPERATING SUPPLIES			
GEM STATE PAPER & SUPPLY	1069226	Paper Supplies	135.81
01-4510-3250 RECREATION SUPPLIES			
US BANK	7926 122619	7926 - Tufferry Covers	71.82
US BANK	7926 122619	7926 - Kid Movie Day	57.00
US BANK	7926 122619	7926 - Recreation Supplies	140.50
01-4510-3300 RESALE ITEMS-CONCESSION SUPPLY			
ATKINSONS' MARKET	05258165	Concessions	19.67
01-4510-3500 MOTOR FUELS & LUBRICANTS			
LUTZ RENTALS	103365-1	Propane	27.44
RIVER RUN AUTO PARTS	6538-149423	Coolant	25.98
RIVER RUN AUTO PARTS	6538-149509	Antifreeze	25.98
RIVER RUN AUTO PARTS	6538-149569	Zamboni Fluids	25.98
UNITED OIL	929172	37268 123119	158.86
01-4510-6000 REPAIR & MAINT--AUTOMOTIVE EQU			
CHATEAU DRUG CENTER	2171747	Key Made	6.18

Vendor Name	Invoice Number	Description	Net Invoice Amount
01-4510-6100 REPAIR & MAINT--MACHINERY & EQ			
A.C. HOUSTON LUMBER CO.	2001-594117	Screw	5.29
Total RECREATION:			753.01
Total GENERAL FUND:			119,104.08
GENERAL CAPITAL IMPROVEMENT FD			
GENERAL CIP EXPENDITURES			
03-4193-7200 TECHNOLOGY UPGRADES			
US BANK	6243 122619	6243 - Electronic Protection Plan	57.99
US BANK	6243 122619	6243 - Pearl Mini Video Production System	3,495.00
US BANK	6243 122619	6243 - Vimeo Services	900.00
03-4193-7400 COMPUTER/COPIER LEASING			
GREAT AMERICA FINANCIAL SE	26167503	Copier Lease	1,707.84
Total GENERAL CIP EXPENDITURES:			6,160.83
Total GENERAL CAPITAL IMPROVEMENT FD:			6,160.83
ORIGINAL LOT FUND			
ORIGINAL LOT TAX			
22-4910-6060 EVENTS/PROMOTIONS			
CASH	010920	Firewood for Town Square	100.00
CHATEAU DRUG CENTER	2152774	Event Supplies	4.74
COPY CENTER LLC	1280	Letters to Santa Mailings	40.00
PERRY'S	120001	Sugar Cookie	230.96
PERRY'S	20051	Sugar Cookie	118.00
US BANK	6235 122619	6235 - Winter Solstice Hot Chocolate	260.00
US BANK	6235 122619	6235 - Lighting Ceremony Hot Chocolate	260.00
US BANK	6243 122619	6243 - LED Snowflakes	213.84
22-4910-6080 MOUNTAIN RIDES			
MOUNTAIN RIDES	11187	Monthly Installment 4/12	52,058.34
Total ORIGINAL LOT TAX:			53,285.88
Total ORIGINAL LOT FUND:			53,285.88
ADDITIONAL1%-LOT FUND			
ADDITIONAL 1%-LOT			
25-4910-4220 SUN VALLEY AIR SERVICE BOARD			
SUN VALLEY AIR SERVICE BOA	010220	November 2019 Additional 1%	141,838.88
SUN VALLEY AIR SERVICE BOA	010220	Direct Cost's	5,522.66-
Total ADDITIONAL 1%-LOT:			136,316.22
Total ADDITIONAL1%-LOT FUND:			136,316.22
GO BOND DEBT SERVICE FUND			
GO BOND DEBT SRVICE EXP/TRNFRS			

Vendor Name	Invoice Number	Description	Net Invoice Amount
40-4800-8200 DEBT SRVC ACCT INTEREST-ST EQ ZIONS BANK	4899901 01062	4899901 010620 Interest	6,167.75
Total GO BOND DEBT SERVICE EXP/TRNFRS:			6,167.75
Total GO BOND DEBT SERVICE FUND:			6,167.75
FIRE BOND FUND			
FIRE FUND EXP/TRNFRS			
41-4800-4205 PROF SERVICES ENGINEERING COLE ARCHITECTS PLLC	1460	Fire Station Design	49,470.46
Total FIRE FUND EXP/TRNFRS:			49,470.46
Total FIRE BOND FUND:			49,470.46
WATER FUND			
WATER EXPENDITURES			
63-4340-2505 HEALTH REIMBURSEMENT ACCT(HRA) NBS-NATIONAL BENEFIT SERVI	CP240435	HRA	98.98
63-4340-2515 VISION REIMBURSEMENT ACCT(HRA) NBS-NATIONAL BENEFIT SERVI	729835	FSA/HRA December 2019	16.50
NBS-NATIONAL BENEFIT SERVI	CP240435	HRA Vision	127.19
STARLEY-LEAVITT INS. AGENCY	620797	620797 122619	27.00
63-4340-3100 OFFICE SUPPLIES & POSTAGE BUSINESS AS USUAL INC.	149768	Cartridge	8.75
UPS STORE #2444	6813	6813	57.47
63-4340-3120 DATA PROCESSING BILLING DOCUMENT SPECIALIS	56759	Utilities Billing	430.66
63-4340-3200 OPERATING SUPPLIES A.C. HOUSTON LUMBER CO.	2001-595177	Extension Pole	5.29
ALSCO - AMERICAN LINEN DIVI	LBO11768178	5192 010320	24.49
ALSCO - AMERICAN LINEN DIVI	LBO11768180	5493 010320	59.79
TREASURE VALLEY COFFEE INC	2160 06459534	COFFEE	76.60
63-4340-3250 LABORATORY/ANALYSIS GO-FER-IT	91175	292-123119	17.00
MAGIC VALLEY LABS, INC.	14985	Drinking water testing	92.00
63-4340-3500 MOTOR FUELS & LUBRICANTS UNITED OIL	929175	37271 123119	352.31
63-4340-4200 PROFESSIONAL SERVICES DIG LINE	0061943-IN	0000167 123119	71.60
63-4340-4900 PERSONNEL TRAINING/TRAVEL/MTG US BANK	3059 122619	3059 - WWTLA-18109 Renewal - Chatterton	30.00
US BANK	3059 122619	3059 - DWD3-10383 Renewal - Cooley	30.00
US BANK	3059 122619	3059 - WWC3-20374 Renewal Chatterton	30.00
US BANK	3059 122619	3059 - WWT1-16328 Renewal - Chatterton	30.00
US BANK	3059 122619	3059 - BAT-21258 Renewal - Chatterton	30.00
US BANK	3059 122619	3059 - DWD3-19741 Renewal - Chatterton	30.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
US BANK	3059 122619	3059 - DWT1-22355 Renewal - Chatterton	30.00
US BANK	3059 122619	3059 - DWT2-10384 Renewal - Cooley	30.00
US BANK	3059 122619	3059 - WWC1-13129 Renewal - Cooley	30.00
63-4340-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	2087250715 01	2087250715 010420	117.98
CENTURY LINK	2087255045 01	2087255045 010420	53.99
63-4340-6000 REPAIR & MAINT-AUTO EQUIP			
RIVER RUN AUTO PARTS	6538-149717	Oil Filter	3.95
63-4340-6100 REPAIR & MAINT-MACH & EQUIP			
A.C. HOUSTON LUMBER CO.	2001-594017	Supplies	12.78
THORNTON HEATING	41968	Pump and Service Water Office	1,303.13
KC TOOL SUPPLY	621543	Hammer Freight	40.00
KC TOOL SUPPLY	621565	Demo Hammer	688.85
Total WATER EXPENDITURES:			3,956.31
Total WATER FUND:			3,956.31
WATER CAPITAL IMPROVEMENT FUND			
WATER CIP EXPENDITURES			
64-4340-7650 WATER METERS			
FERGUSON ENTERPRISES, LLC	CM059354	Water Meter Credit	605.52-
Total WATER CIP EXPENDITURES:			605.52-
Total WATER CAPITAL IMPROVEMENT FUND:			605.52-
WASTEWATER FUND			
WASTEWATER EXPENDITURES			
65-4350-2515 VISION REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	729835	FSA/HRA December 2019	35.85
NBS-NATIONAL BENEFIT SERVI	CP240435	HRA Vision	112.80
STARLEY-LEAVITT INS. AGENCY	620797	620797 122619	54.00
65-4350-3100 OFFICE SUPPLIES & POSTAGE			
BUSINESS AS USUAL INC.	149768	Cartridge	8.75
65-4350-3120 DATA PROCESSING			
BILLING DOCUMENT SPECIALIS	56759	Utilities Billing	645.98
65-4350-3200 OPERATING SUPPLIES			
ALSCO - AMERICAN LINEN DIVI	LBO11768178	5192 010320	24.49
ALSCO - AMERICAN LINEN DIVI	LBO11768179	5292 010320	115.01
ATKINSONS' MARKET	02813825	Supplies	15.18
ATKINSONS' MARKET	05259394	Distilled Water	5.68
CHATEAU DRUG CENTER	2174088	Tape	7.59
EASY PACK INC	188576	Shipping	63.95
GEM STATE PAPER & SUPPLY	1016866	Paper Supplies	92.81
UPS STORE #2444	6823	6823	13.37
UPS STORE #2444	6839	6839	12.78
UPS STORE #2444	6863	6863	11.82
UPS STORE #2444	6925	6925	11.82
UPS STORE #2444	6986	6986	11.63

Vendor Name	Invoice Number	Description	Net Invoice Amount
US BANK	9642 122619	9642 - Dinnerware Set	27.99
US BANK	9642 122619	9642 - Dinnerware Set Credit	27.99-
65-4350-3400 MINOR EQUIPMENT			
McMASTER-CARR SUPPLY CO.	26313389	Wrench	79.89
65-4350-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	929174	37270 123119	44.47
65-4350-3800 CHEMICALS			
THATCHER COMPANY, Inc.	1484993	Alu Sulfate	4,912.86
65-4350-4200 PROFESSIONAL SERVICES			
ANALYTICAL LABORATORIES, I	68799	chemicals	889.83
65-4350-4900 PERSONNEL TRAINING/TRAVEL/MTG			
US BANK	9642 122619	9642 - Brandon Lynch Classes	72.80
US BANK	9642 122619	9642 - Mick Mummert Class	114.85
QUALITY INN	51368756	Jeff Vert Hotel	64.00
65-4350-5200 UTILITIES			
IDAHO POWER	2224304721 01	2224304721 011020	14.70
INTERMOUNTAIN GAS	5820868855 12	5820868855 122719	210.94
65-4350-6100 REPAIR & MAINT-MACH & EQUIP			
McMASTER-CARR SUPPLY CO.	26313389	Ball Bearing	174.57
PLATT ELECTRIC SUPPLY	Z577509	Supplies	26.13
US BANK	9642 122619	9642 - Small Bore Seal	7.92
65-4350-6900 COLLECTION SYSTEM SERVICES/CHA			
UNITED OIL	929174	37270 123119	154.35
ENVIRO-CLEAN INTERMOUNTA	19-7144	Collections Credit	68.68-
Total WASTEWATER EXPENDITURES:			7,942.14
Total WASTEWATER FUND:			7,942.14
WASTEWATER CAPITAL IMPROVE FND			
WASTEWATER CIP EXPENDITURES			
67-4350-7809 ENERGY EFFICIENCY PROJECTS			
ROBERTS ELECTRIC	1069	Pump and Air Handler Troubleshoot	160.00
Total WASTEWATER CIP EXPENDITURES:			160.00
Total WASTEWATER CAPITAL IMPROVE FND:			160.00
PARKS/REC DEV TRUST FUND			
PARKS/REC TRUST EXPENDITURES			
93-4900-6500 ICE RINK-PRIVATE			
KETCHUM AUTOMOTIVE INC.	86878	Zamboni Repair	347.37
Total PARKS/REC TRUST EXPENDITURES:			347.37
Total PARKS/REC DEV TRUST FUND:			347.37

Vendor Name	Invoice Number	Description	Net Invoice Amount
DEVELOPMENT TRUST FUND			
DEVELOPMENT TRUST EXPENDITURES			
94-4900-8000 PEG GATEWAY MARRIOT AUTOGRAPH			
WHITE PETERSON	24892R 123119 24892R 123119		3,105.00
Total DEVELOPMENT TRUST EXPENDITURES:			3,105.00
Total DEVELOPMENT TRUST FUND:			3,105.00
Grand Totals:			385,410.52

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

January 21, 2020

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Receive and File Treasurer's Monthly and Quarterly Financial Reports

Recommendation and Summary

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

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

The reasons for the recommendation are as follows:

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

Introduction and History

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

Idaho State Statute 50-1011 establishes an additional requirement for a quarterly financial report "indicating salaries, capital outlay and a percentage comparison to the original appropriation." Such quarterly reports require publication on the City website within 30 days of the end of the quarter pursuant to 50-208. Finally, 50-708 creates the requirement that "at least once in each quarter of each year, the council shall examine by review of a quarterly treasurer's report included upon the city council agenda the accounts and doings subject to management by the chief financial officer of the city."

Analysis

Pursuant to the above statutory requirements, enclosed for Council review are the monthly and quarterly financial reports showing the financial condition of the City as of December 31, 2019. These reports, along with complete financial statements, are available on the City's website. Additionally, with the acceptance of the audit report by the Council, the fourth quarter FY 19 report is also attached.

Financial Impact

There is no financial impact to this reporting.

Attachments

- Attachment A: Quarterly Financial Report (FY20Q1)
- Attachment B: Monthly Financial Report Charts (as of 12/31/2019)
- Attachment C: Quarterly Financial Report (FY19Q4)



**CITY OF KETCHUM
TREASURER'S QUARTERLY FINANCIAL REPORT
1ST QUARTER - DECEMBER 31, 2019**

FUND	ADOPTED BUDGET	PERSONNEL	OPERATING & ADM EXPENSES	CAPITAL OUTLAY	TRANSFERS	% EXP.	RECEIPTS
GENERAL	10,761,459	1,506,804	948,819	620	62,506	23.4%	1,587,506
WAGON DAYS	128,125	-800	813	0	0	0.0%	29,813
GENERAL CIP	649,663	0	30454.18	34,510	0	10.0%	78,970
STREET CIP	262,600	0	0	0	0	0.0%	2,129
LAW CIP	1	0	0	0	0	0.0%	84
FIRE & RESCUE CIP	76,768	0	0	13,158	0	17.1%	24,116
PARKS CIP	0	0	0	0	0	0.0%	118
CITY SALES TAX	2,567,247	0	309,374	0	326,925	24.8%	581,635
LOT-ADDITIONAL 1%	2,221,861	0	806,767	0	16,562	37.1%	492,659
GO BOND	149,836	0	0	0	0	0.0%	37,525
IN-LIEU HOUSING	2,275,000	0	37,500	0	0	1.6%	14,159
WATER	2,379,926	107,186	92,863	5,750	173,107	15.9%	510,054
WATER CIP	440,000	0	0	79,692	0	18.1%	104,346
WASTEWATER	2,593,149	159,918	129,049	0	219,667	19.6%	673,911
WASTEWATER CIP	235,000	0	0	59,038	0	25.1%	100,894
POLICE TRUST	5,000	0	0	0	0	0.0%	544
PARKS/REC DEV TRUST	49,700	0	412	0	0	0.8%	4,640
DEVELOPMENT TRUST	150,000	0	0	0	26,987	18.0%	95,566
ESF TRUST	128,800	0	14,492	0	0	11.3%	40,475

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

GRANT GAGER
TREASURER



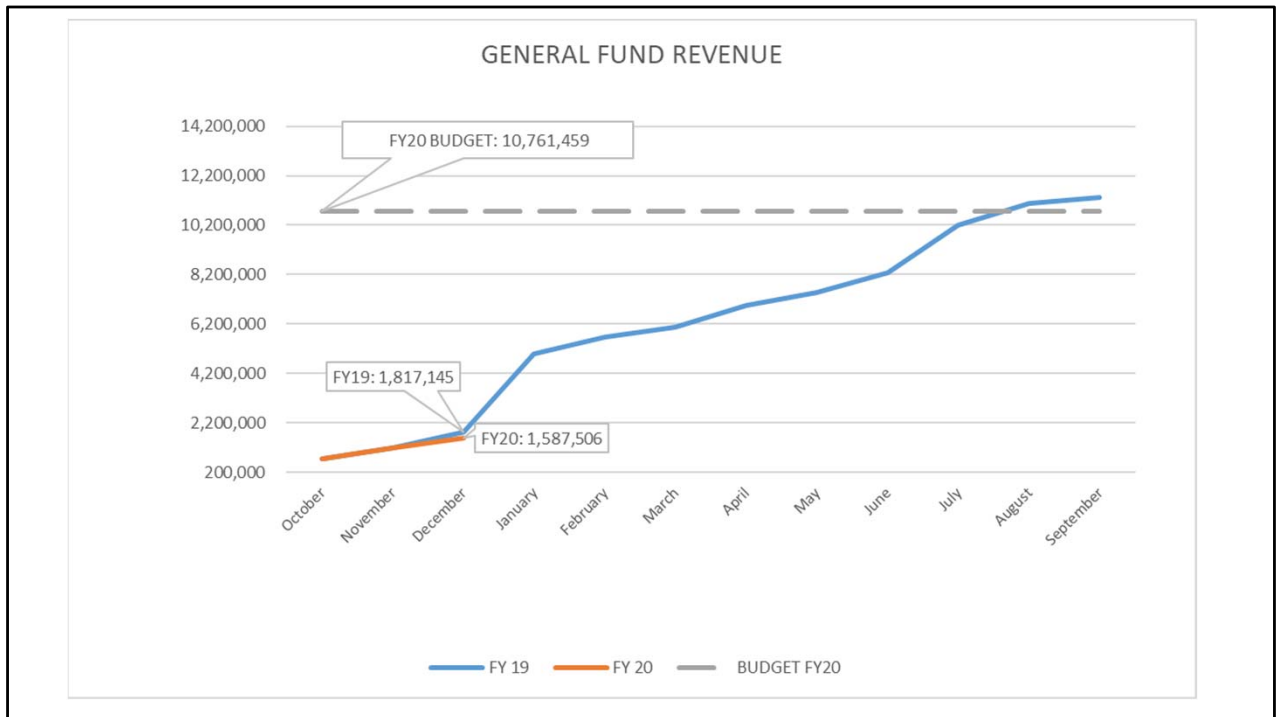
Monthly Financial Reports

As of December 31, 2019

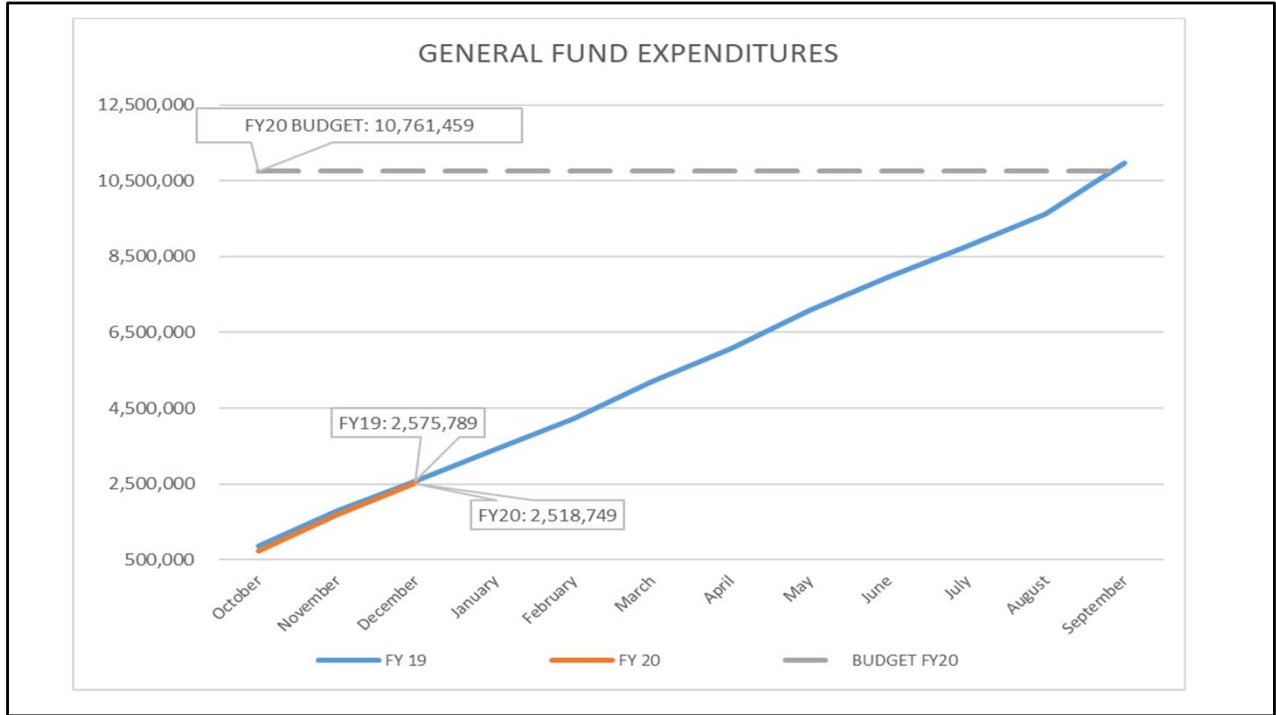
This packet is divided into three sections: (1) General Fund charts (pages 2-13); (2) Original LOT charts (pages 14-18); (3) Enterprise Fund charts (pages 19-23); and Off-Street Parking Lot charts (pages 24-28).

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

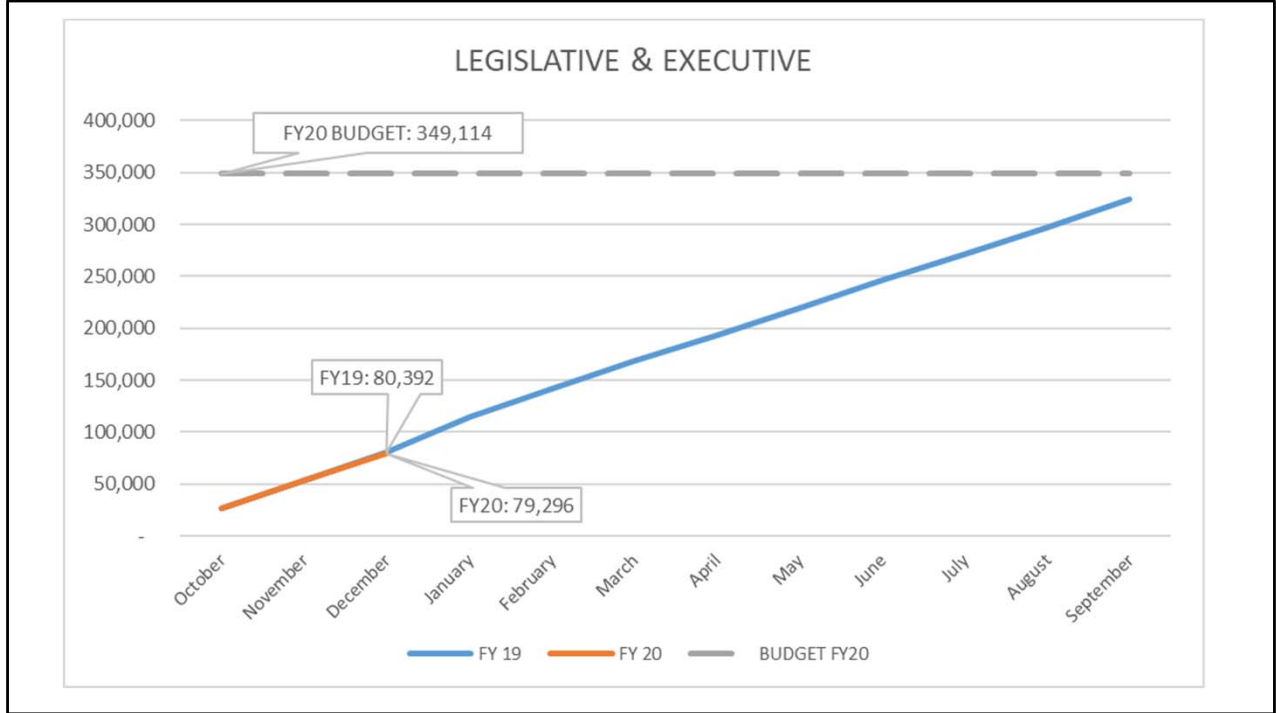
General Fund



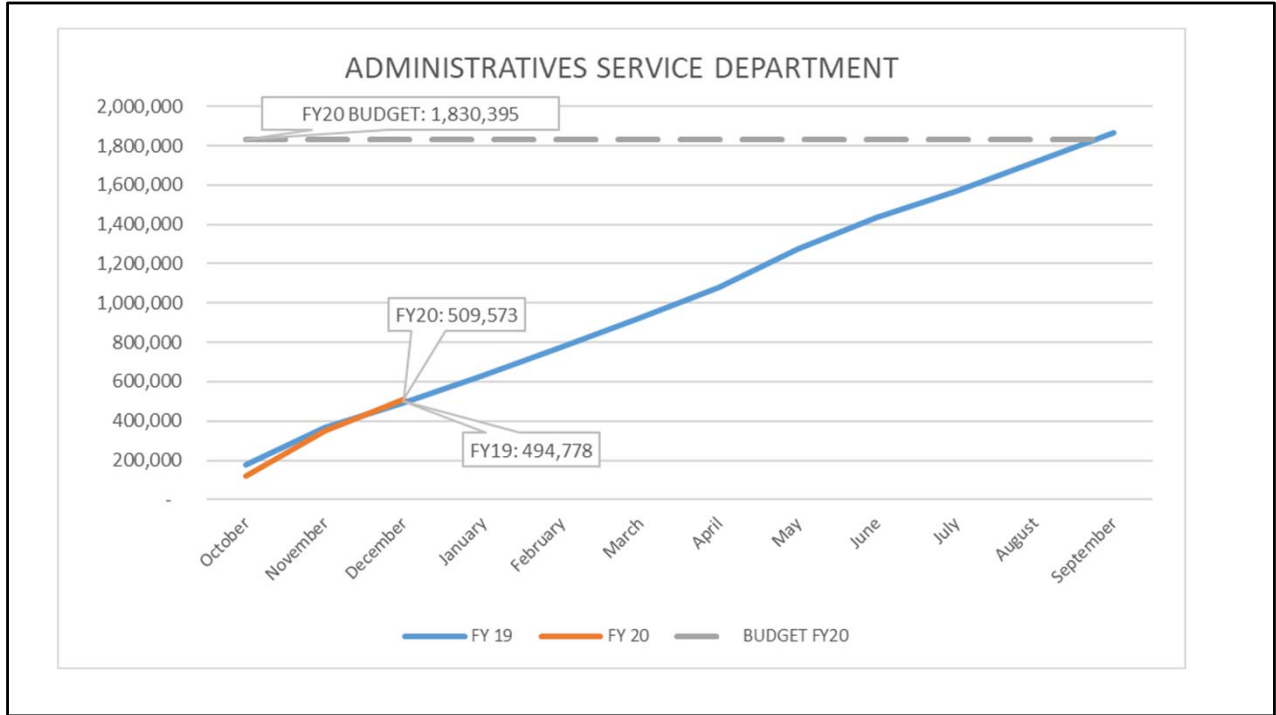
The General Fund revenues are down approximately \$229,639 (12.6%) in FYTD. This decrease is largely due to timing of receipt of Property Taxes.



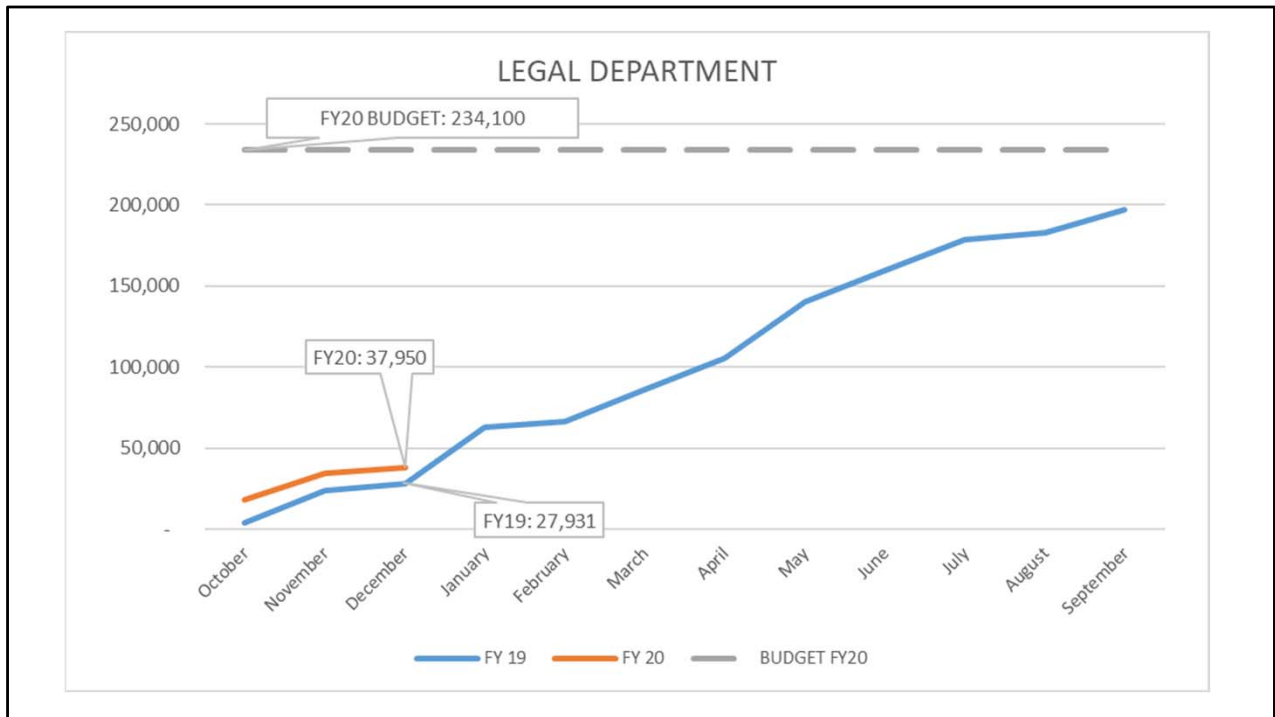
The General Fund expenditures are down \$57,040 (2.2%) FYTD.



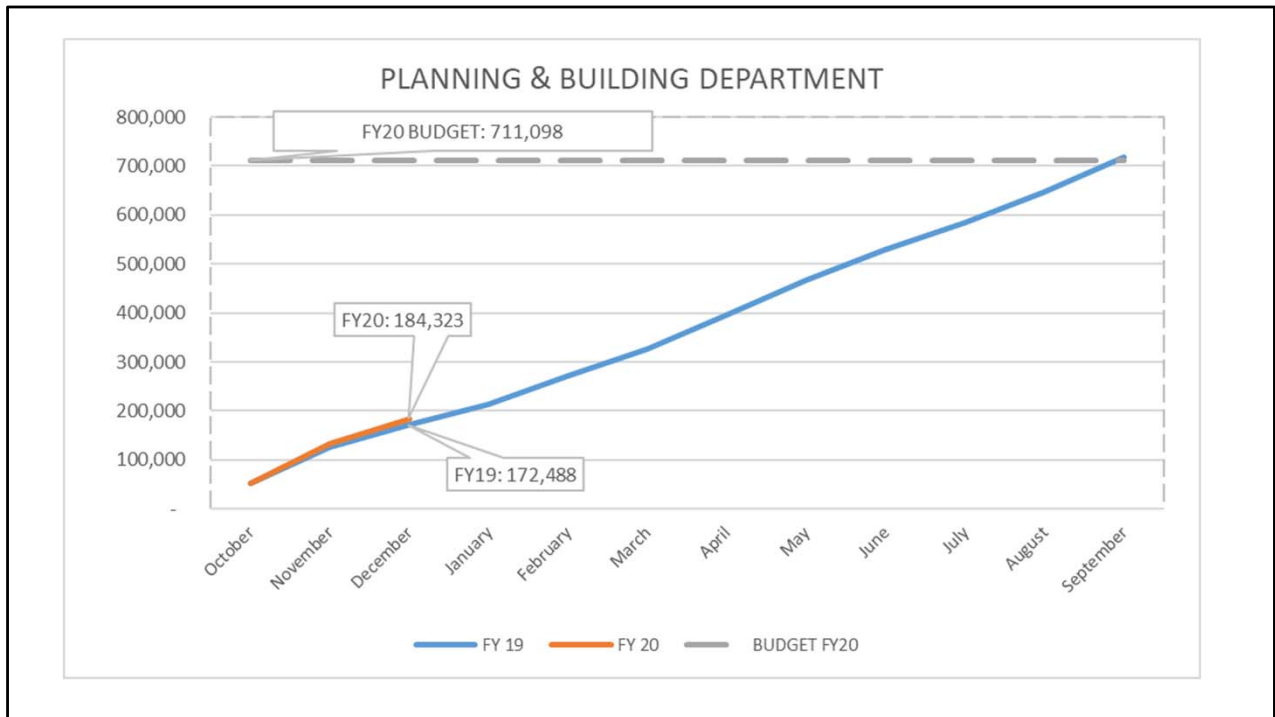
The Legislative & Executive Department expenditures are down \$1,096 (1.4%) FYTD.



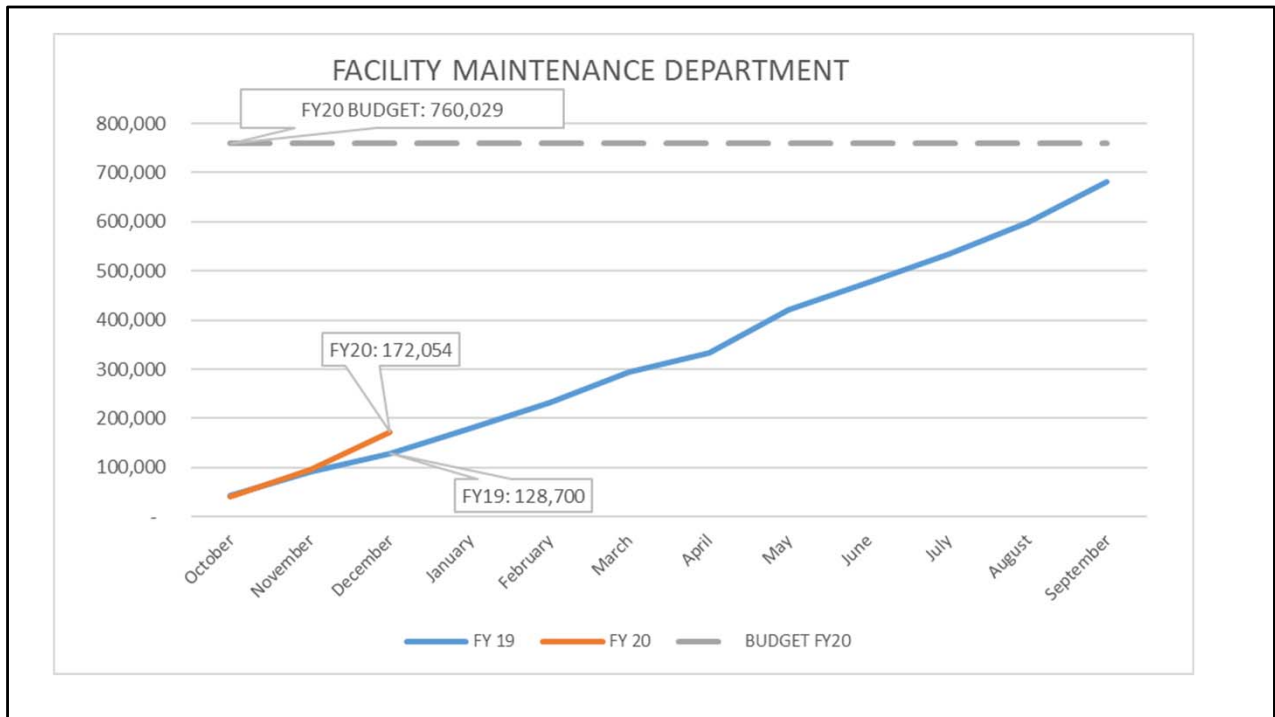
The Administrative Services Department expenditures are up \$14,795 (3%) FYTD.



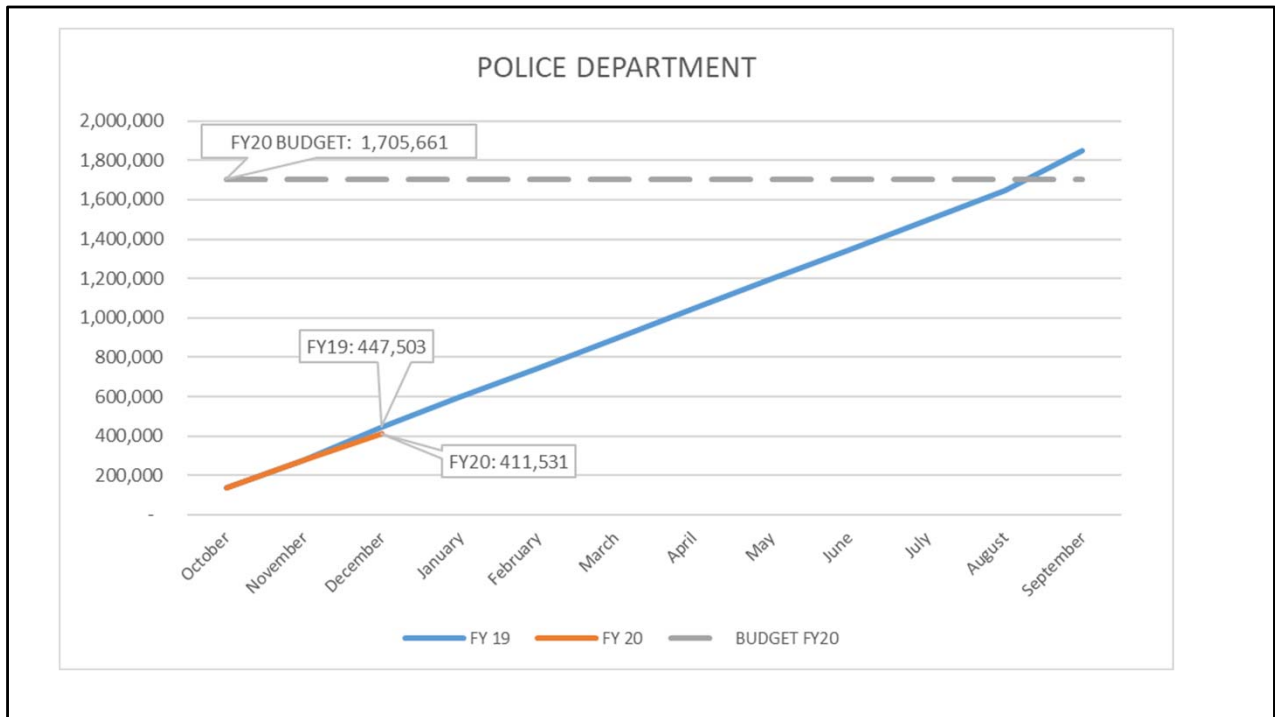
The Legal Department expenditures are up \$10,019 (35.9%) FYTD. This increase is largely due to the timing of the contract billing with White Peterson relative to the prior year.



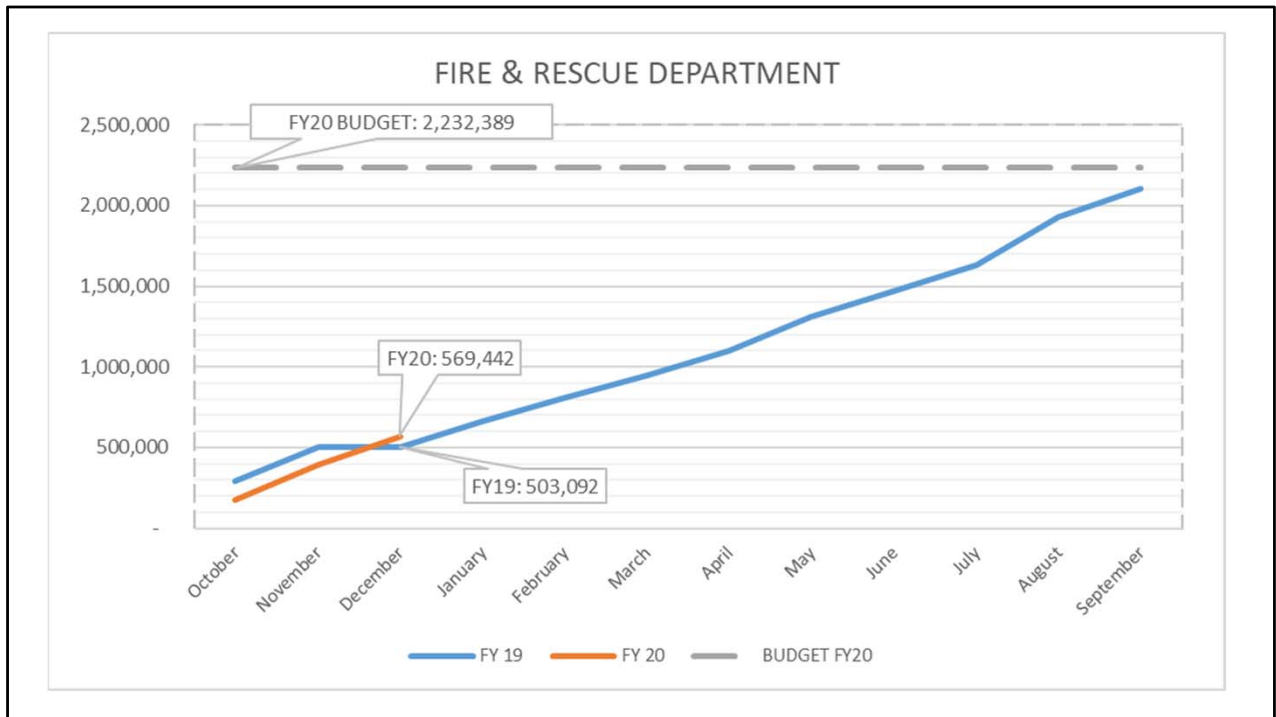
The Planning & Building Department expenditures are up \$11,835 (6.9%) FYTD. This increase is largely due to DBS billings that are offset by permit and plan check revenues.



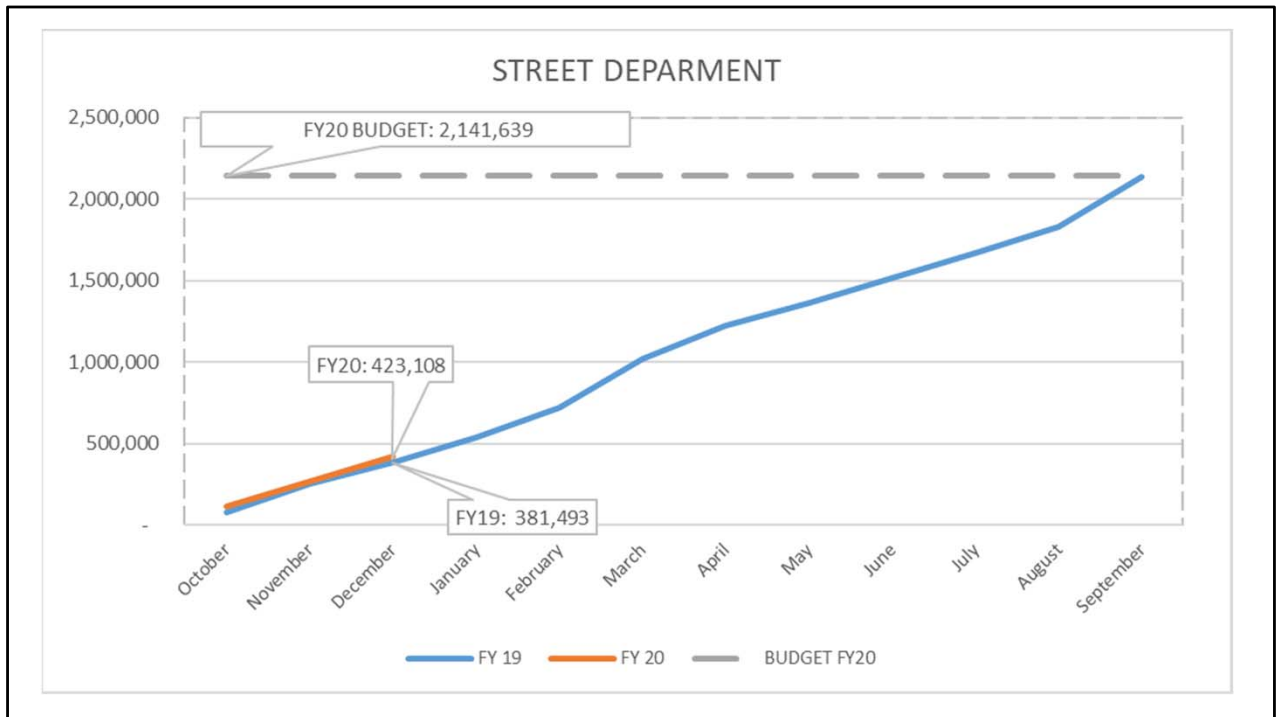
The Facilities Maintenance Department expenditures are up \$43,354 (33.7%) FYTD. This increase is largely due to increased utilization of Professional Services including for holiday lighting and snow removal.



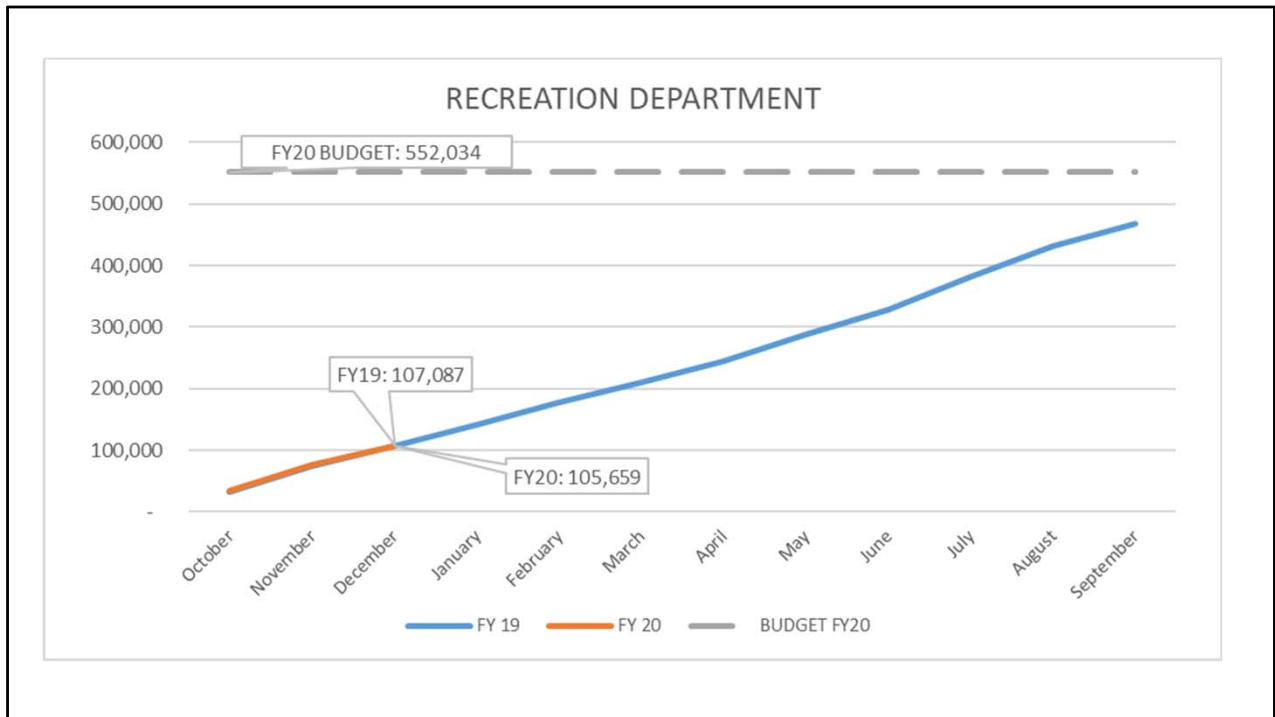
The Police Department expenditures are down \$35,972 (8%) FYTD. This decrease is largely due to a partial vacancy in the Community Service function.



The Fire & Rescue Department expenditures are up \$66,350 (13.2%) FYTD. This increase is due largely to the open position being filled.

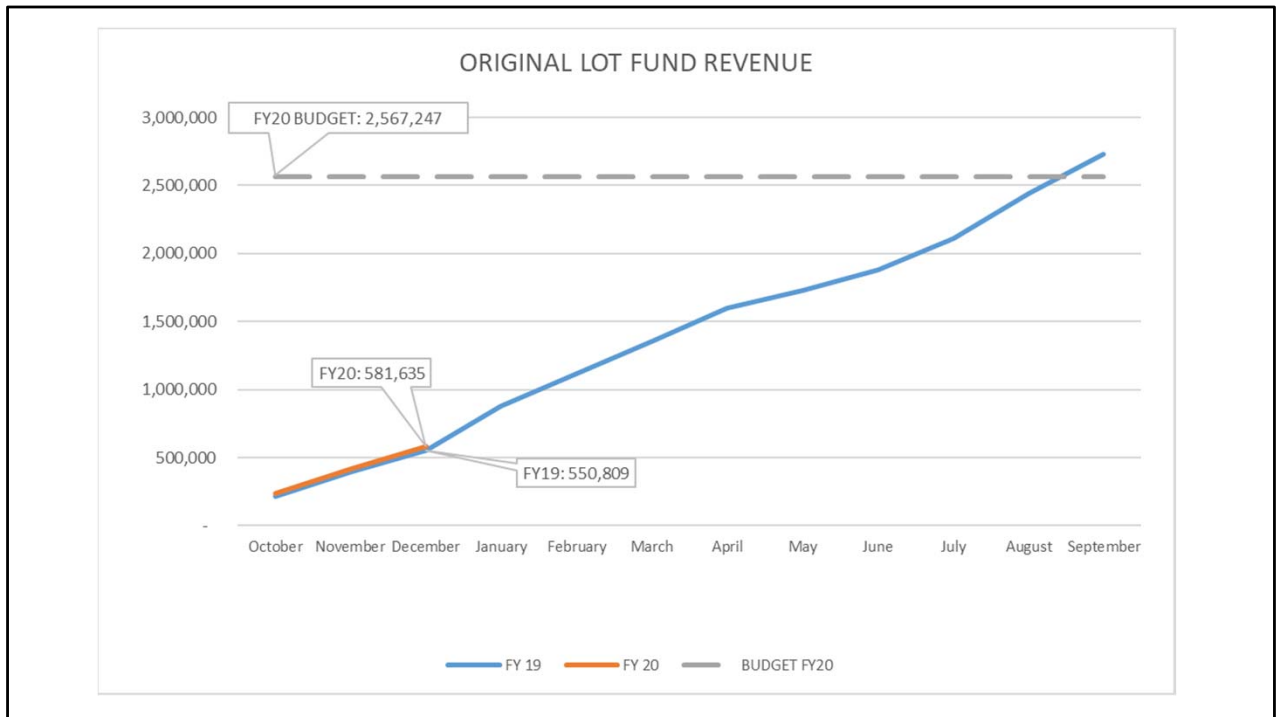


The Streets Department expenditures are up \$41,615 (10.9%) FYTD. This increase is due to salary and benefit expenditures as the department has filled previously vacant positions.

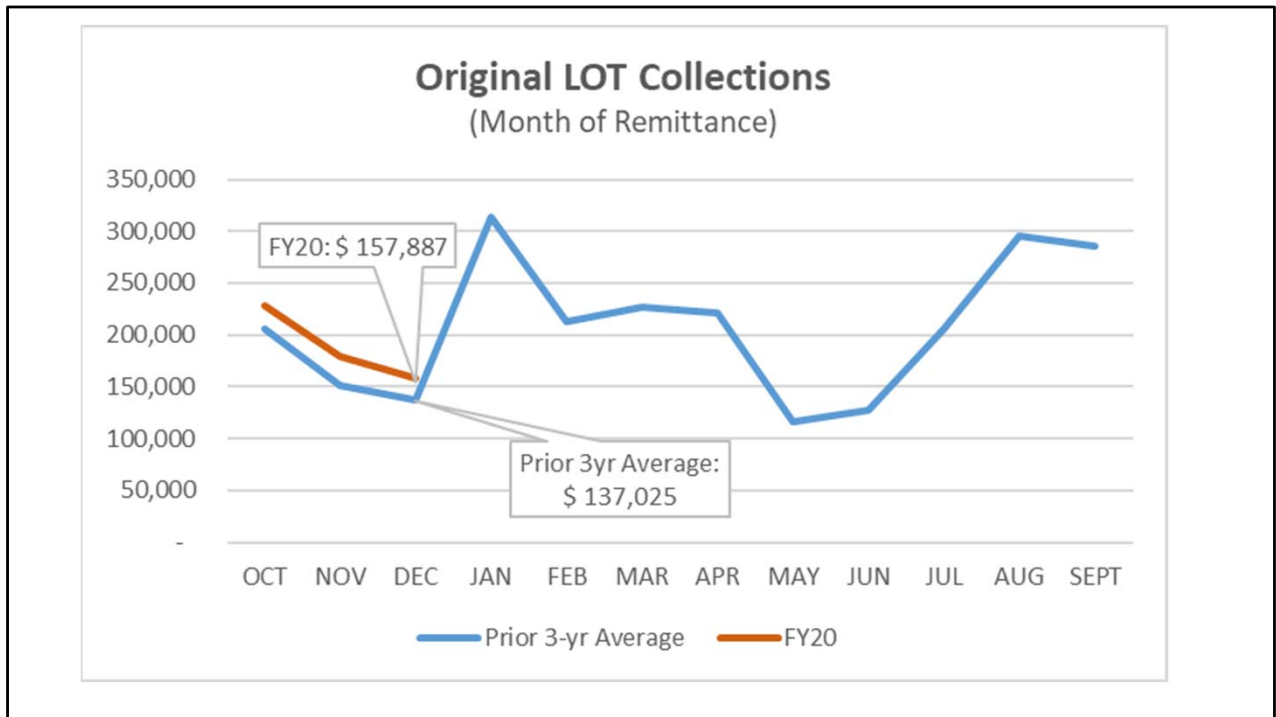


The Recreation Department expenditures are down \$1,428 (1.3%) FYTD.

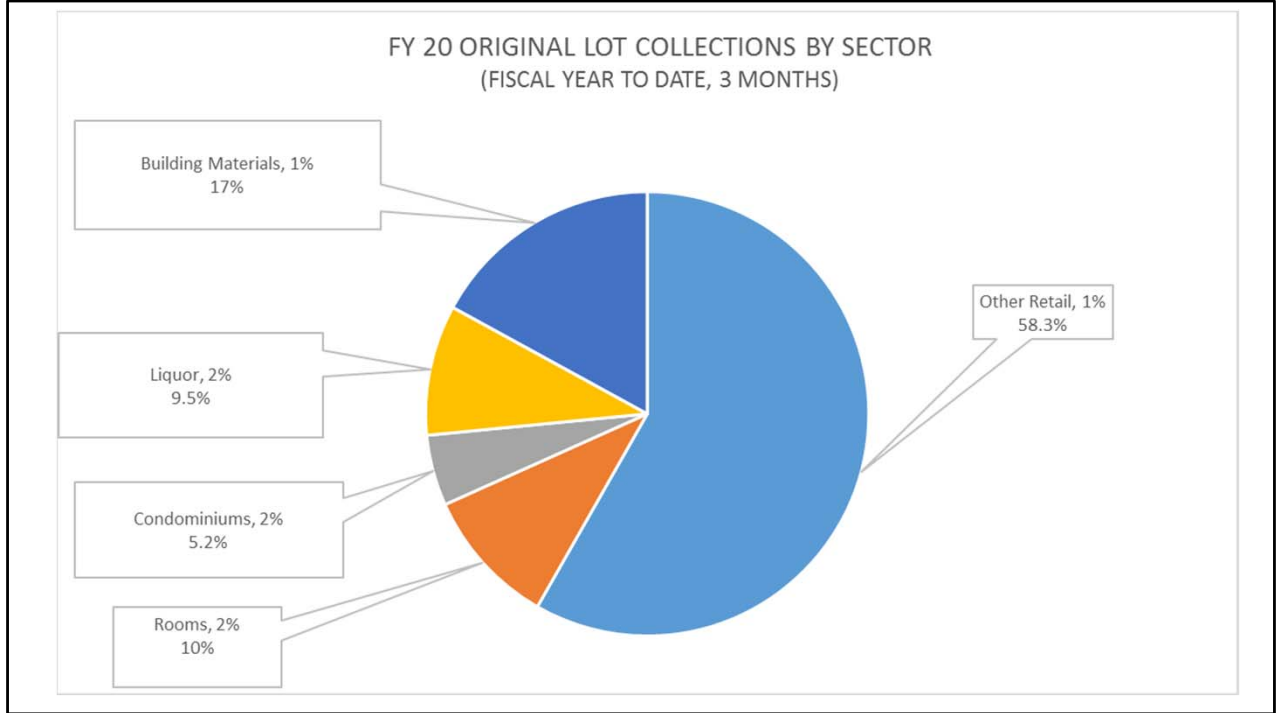
LOT Analysis



Revenue to the Original LOT Fund is up approximately \$30,826 (5.6%) FYTD due to greater tax receipts.

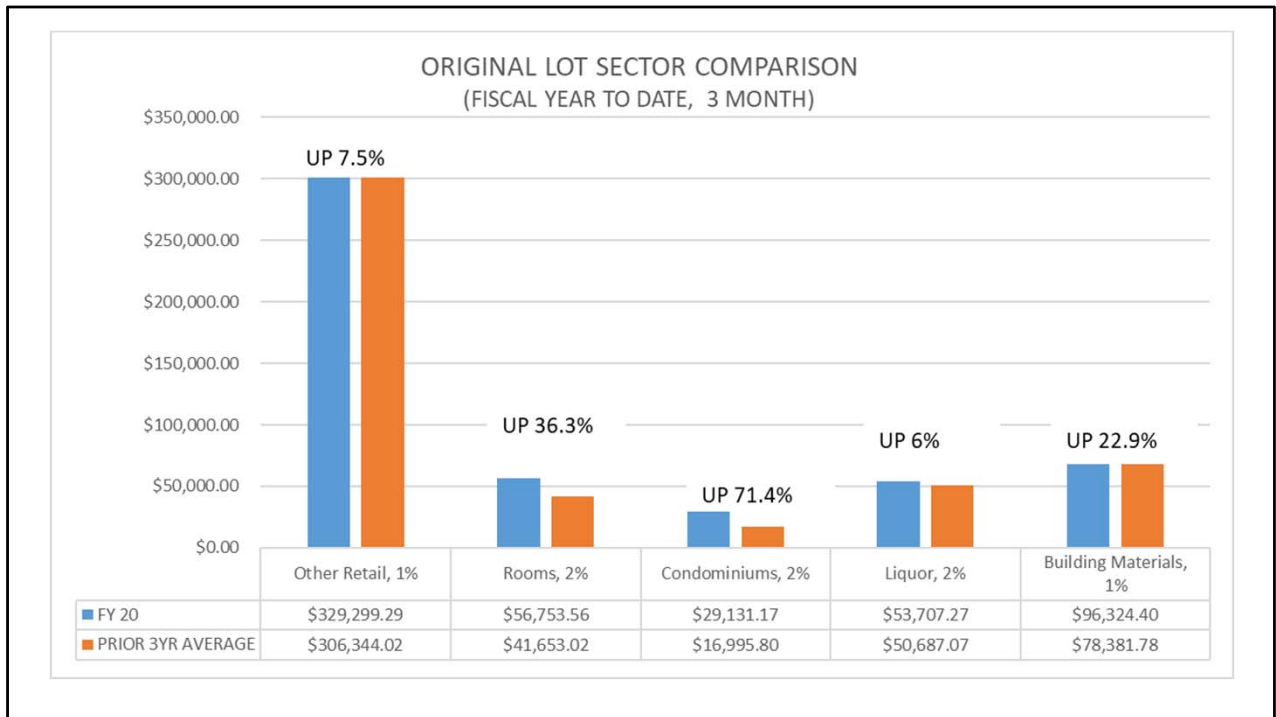


Revenues from Original LOT covered sales are up approximately 15.2% over the average of the prior three years.



To date in FY 20 (3 months), Original LOT collections have been generated by each sector as follows:

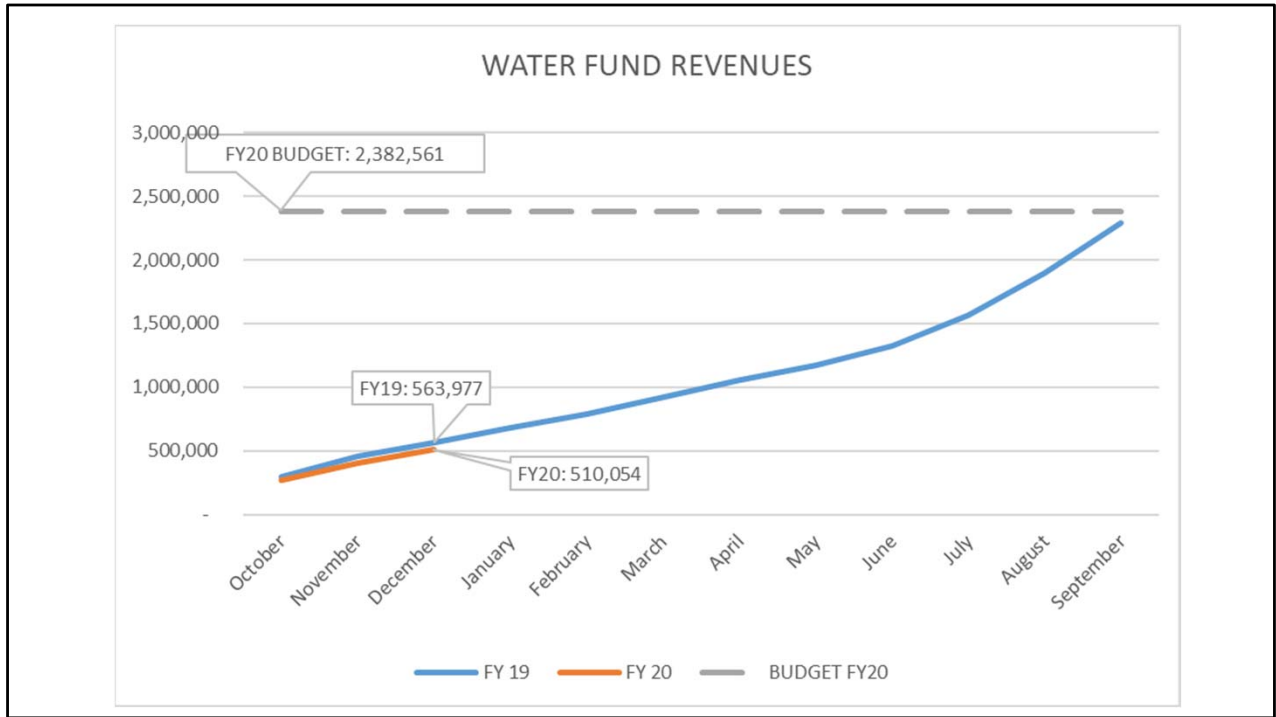
1. Retail has generated 58.3% of the total.
2. Building Materials have generated 17%.
3. Liquor has generated 9.5%
4. Rooms have generated 10%.
5. Condominiums have generated 5.2%.



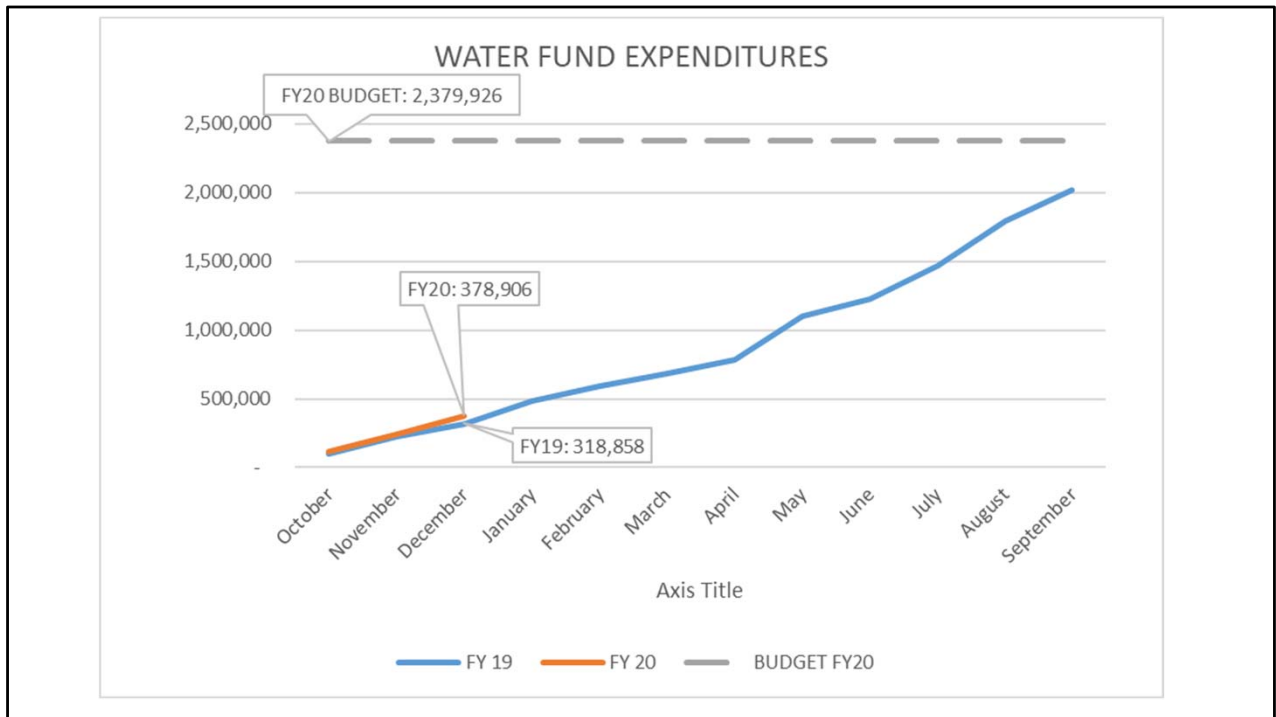
Through the first 3 months of FY 20, collections compared to the prior three-year average are as follows:

1. Retail is up 7.5%.
2. Rooms are up 36.3%.
3. Condominiums are up 71.4%
4. Liquor is up 6%.
5. Building Materials are up 22.9%.

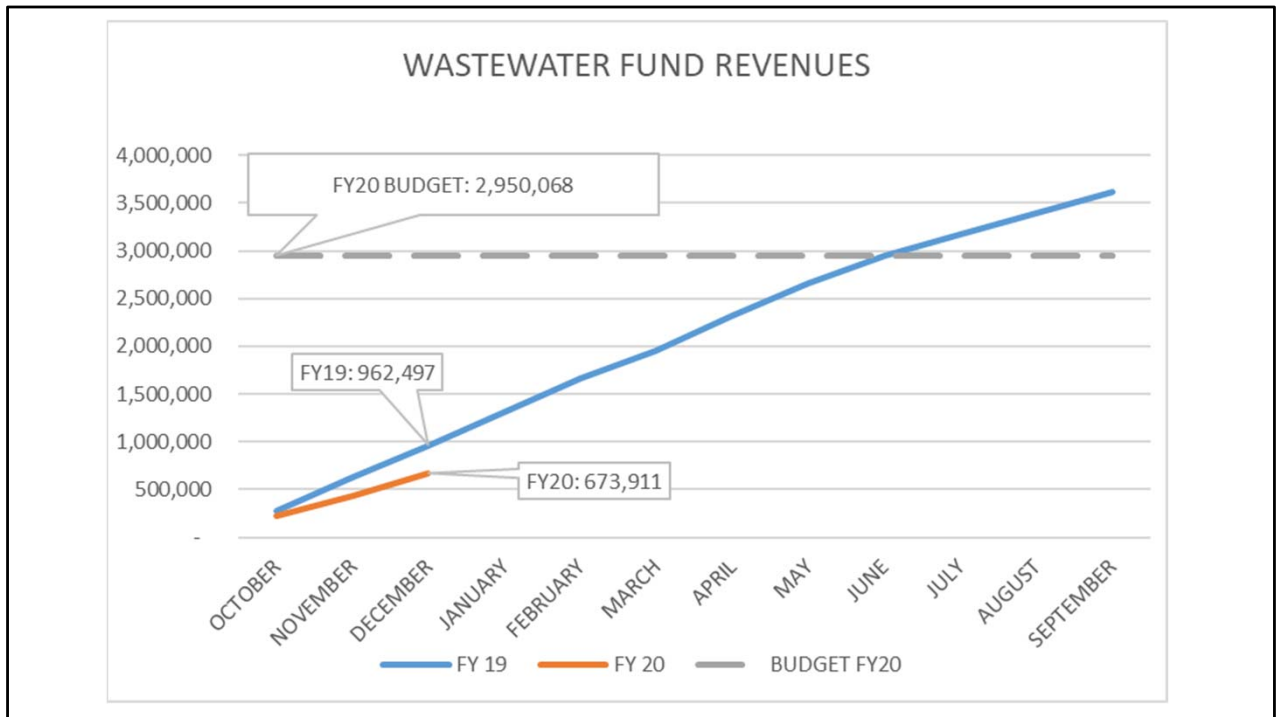
Enterprise Funds



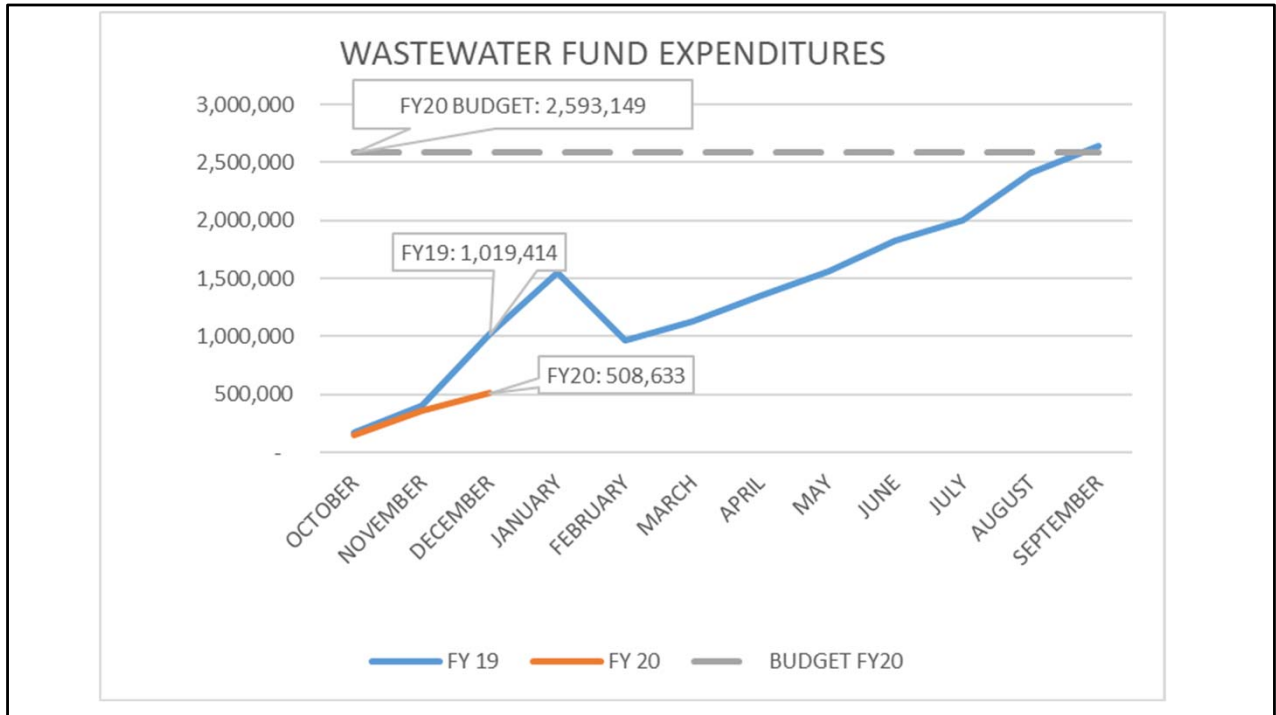
The Water Fund revenues are down \$53,923 (9.6%) FYTD due to lower billed usage.



The Water Fund expenditures are up \$60,048 (18.8%) FYTD. This increase is largely due to transfers to water capital improvement funds for Ketchum Springs Water Project.

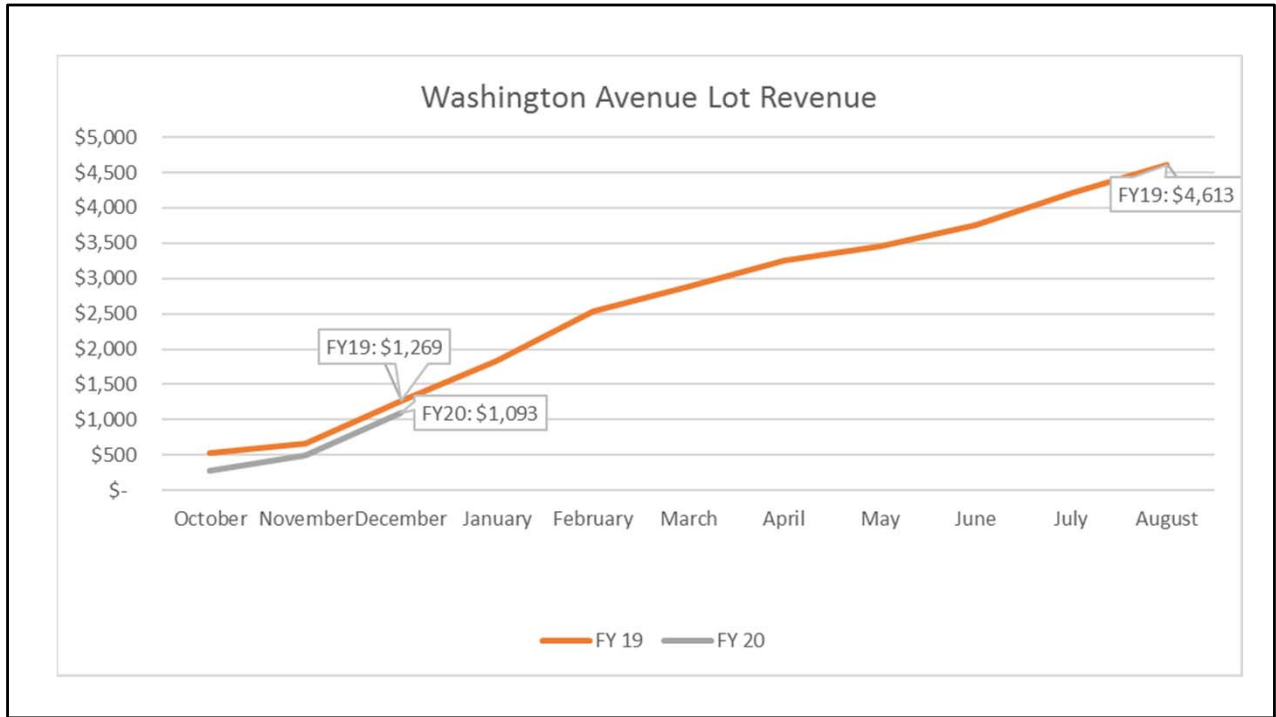


The Wastewater Fund revenues are down \$288,586 (30%) FYTD. This decrease is due to lower reimbursements from the Sun Valley Water and Sewer District for the now complete Headworks project.

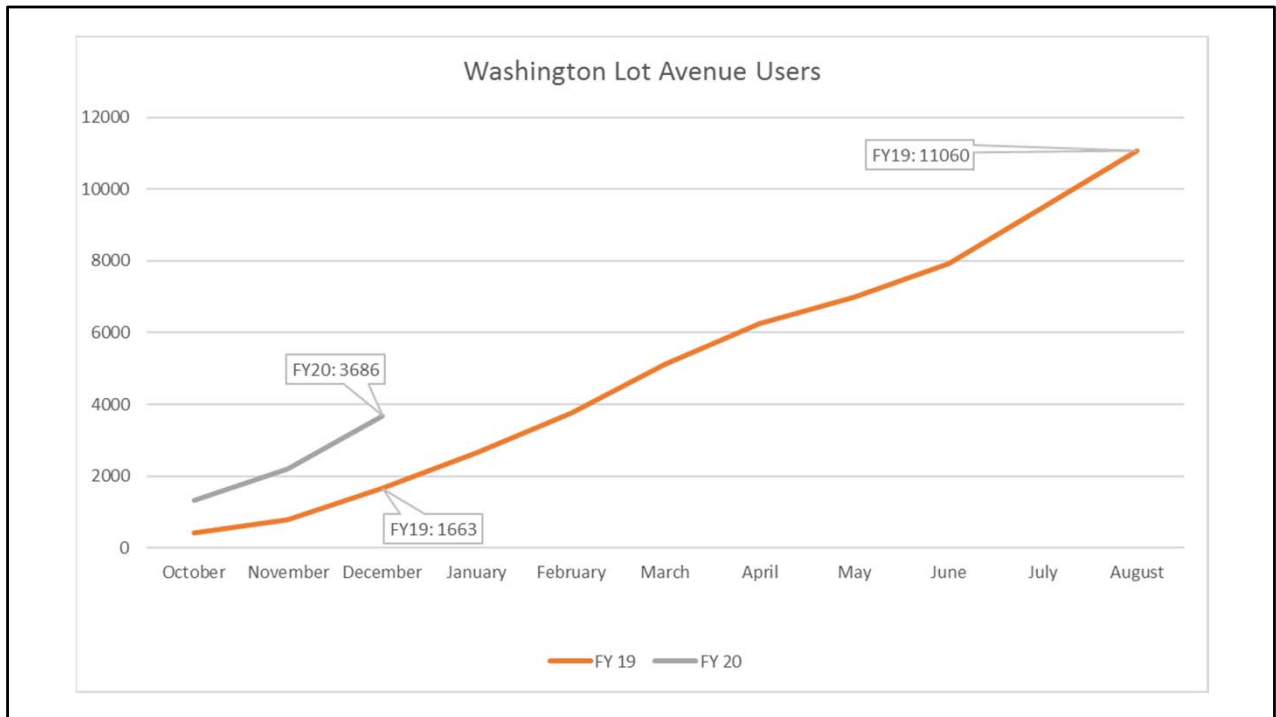


The Wastewater Fund expenditures are down approximately \$510,781 (50.1%) FYTD. The decrease is largely due to lower contracted expenditures in FY20.

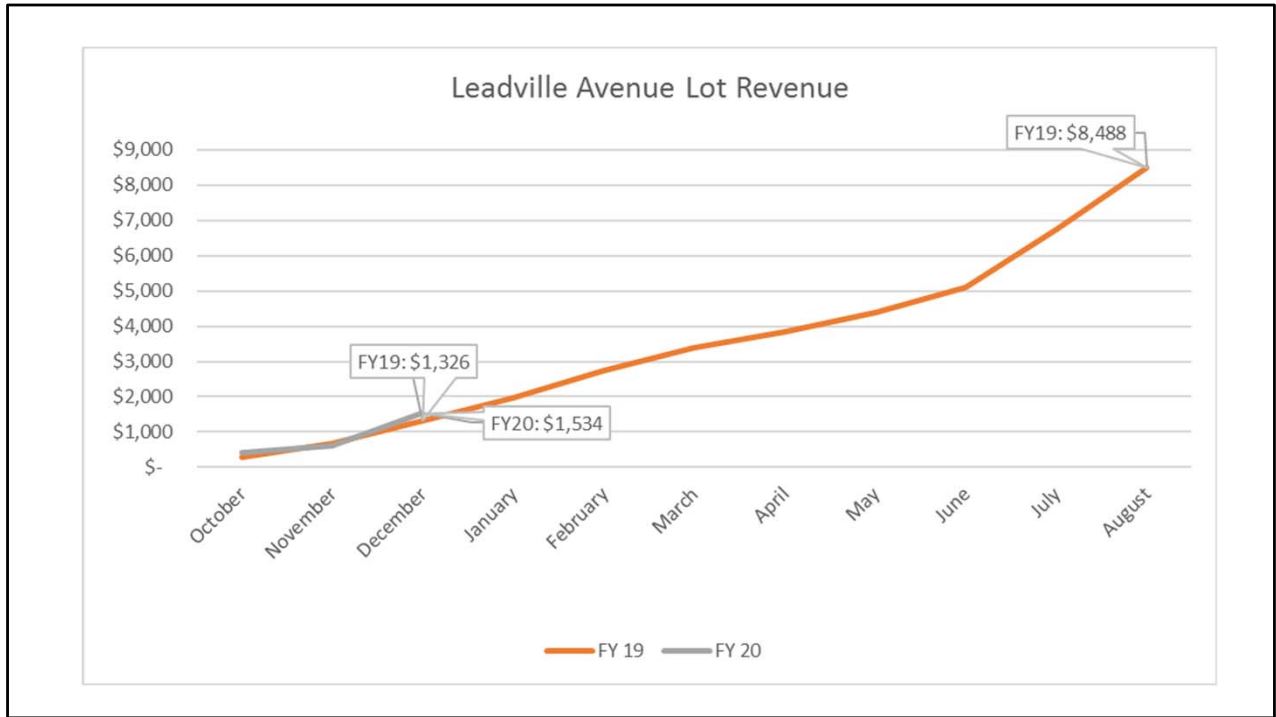
Off-Street Parking Lots



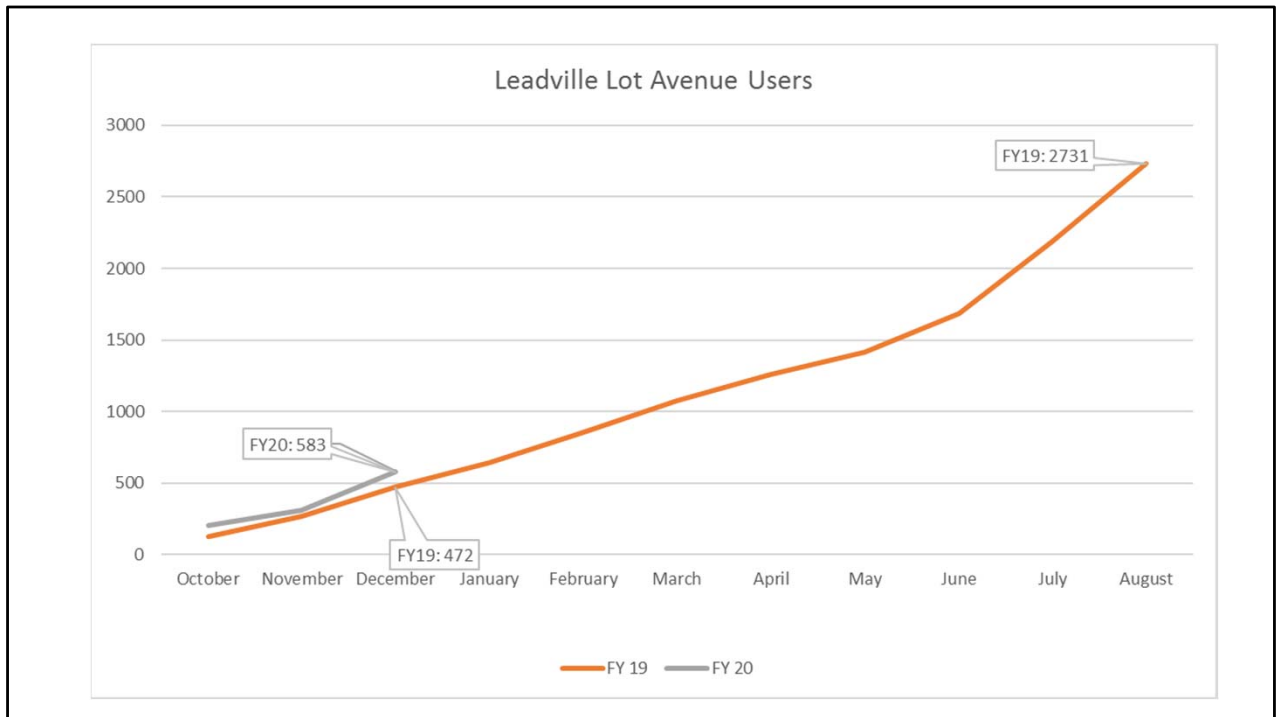
In the fiscal year to date, revenues at the Washington Avenue parking lot are down \$176 (13.9%) relative to the prior year.



In the fiscal year to date, the number of transactions registered at the Washington Avenue parking lot is up 2,023 (121.6%) relative to the prior year.



In the fiscal year to date, revenues at the Leadville Avenue parking lot are up \$208 (15.7%) relative to the prior year.



In the fiscal year to date, the number of transactions registered at the Leadville Avenue parking lot is up 111 (23.5%) relative to the prior year.



CITY OF KETCHUM
TREASURER'S QUARTERLY FINANCIAL REPORT
4TH QUARTER - SEPTEMBER 30, 2019

FUND	EXPENDITURES						REVENUES
	BUDGET	PERSONEL	MATERIALS & SERVICES	CAPITAL OUTLAY	TOTALS	% EXP.	RECEIPTS
GENERAL FUND	10,754,592	5,689,250	4,802,810	55,694	10,547,754	98.1%	8,070,941
GENERAL FUND - TRANSFER OUT/IN	214,007				414,007	193.5%	3,252,010
GENERAL FUND - FUND BALANCE	0						0
TOTALS	10,968,599				10,961,761	99.9%	11,322,951
WAGON DAYS FUND	142,825	5,030	136,831	0	141,861	99.3%	17,154
WAGON DAYS - TRANSFER OUT/IN	0						132,250
WAGON DAYS - FUND BALANCE	0						0
TOTALS	142,825				141,861	99.3%	149,404
GENERAL CIP	1,027,800	0	47,030	824,335	871,366	81.0%	455,114
GENERAL CIP FUND - TRANSFER OUT/IN	48,160						276,516
GENERAL CIP FUND - FUND BALANCE	0						139,736
TOTALS	1,075,960				871,366	81.0%	871,366
STREET CIP FUND	136,560	0	5,706	108,023	113,728	83.3%	42,288
STREET CIP FUND - TRANSFER OUT/IN	0				0	0.0%	48,160
STREET CIP FUND - FUND BALANCE	0						23,280
TOTALS	136,560				113,728	83.3%	113,728
LAW ENFORCEMENT CIP	0	0	0	0	0	0.0%	1,157
FIRE CIP FUND	303,000	0	0	290,512	290,512	95.9%	30,714
FIRE CIP FUND-TRANSFER OUT/IN	0				0		32,000
TOTALS	303,000				290,512	95.9%	62,714
PARK CIP FUND	0	0	0	0	0	0.0%	7,632
PARK CIP FUND - TRANSFER OUT/IN	25,000				12,500	50.0%	0
PARK CIP FUND - FUND BALANCE	0				0	0.0%	4,868
TOTALS	25,000				12,500	50.0%	12,500
CITY SALES TAX	1,355,741	0	1,336,634	0	1,336,634	98.6%	2,625,414
CITY SALES TAX - TRANSFER OUT/IN	1,296,506				1,296,506	100.0%	66,247
CITY SALES TAX - FUND BALANCE	0						0
TOTALS	2,652,247				2,633,140	99.3%	2,691,661
1% SVASB SALES TAX	2,199,234	0	2,132,987	0	2,132,987	97.0%	2,277,713
GO BOND	149,507	0	149,008	0	149,008	99.7%	654
GO BOND-TRANSFER OUT/IN	0						149,507
TOTALS	149,507				149,008	99.7%	150,161
IN-LIEU HOUSING TOTALS	2,175,000	0	75,000	0	75,000	3.4%	244,073
WATER OPERATIONS/DEBT/CIP	2,803,921	418,626	443,292	1,303,593	2,165,511	77.2%	2,887,072
WATER-DEPRECIATION					255,517	9.1%	
WATER-INTEREST EXPENSE/INCOME					128,696	4.6%	22,606
WATER - FUND BALANCE							0
TOTALS	2,803,921				2,549,725	90.9%	2,909,678
WASTEWATER OPERATIONS/DEBT/CIP	5,263,935	637,325	629,286	3,333,655	4,600,266	87.4%	3,314,743
WASTEWATER-DEPRECIATION					324,298	6.2%	
WASTEWATER - INTEREST EXPENSE/INCOME					70,580	1.3%	23,651
WASTEWATER - FUND BALANCE							1,656,750
TOTALS	5,263,935				4,995,144	94.9%	4,995,144
POLICE TRUST FUND	5,000	0	0	0	0	0.0%	2,697
PARK TRUST FUND TOTALS	82,200	0	40,498	0	40,498	49.3%	64,551
COMMUNITY DEVELOPMENT	150,000	0	68,120	0	68,120	45.4%	68,120
ESF TRUST FUND	221,000	0	71,587	131,798	203,385	92.0%	228,866
EST TRUST FUND - TRANSFER OUT/IN	0				0		200,000
EST TRUST FUND - FUND BALANCE	0				0		0
TOTALS	221,000				203,385		428,866

CITIZENS ARE INVITED TO INSPECT THE DETAILED SUPPORTING RECORDS OF THE ABOVE FINANCIAL STATEMENTS IN THE OFFICE OF THE CITY CLERK. ADDITIONAL REPORTS ARE AVAILABLE ON-LINE AT <https://ketchumidaho.org/administration/page/city-ketchum-financial-reports>



City of Ketchum

January 22, 2020

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Alcohol Beverage Licenses

Recommendation and Summary

Staff is recommending the council to approve the license and adopt the following motion:

I move to approve Alcohol Beverage Licenses for the applicant included in the staff report.

The reasons for the recommendation are as follows:

- Ketchum Municipal Code Requires certain licenses to sell liquor, beer or wine.
- At this time, the application is for the period of January 1, 2020 – July 31, 2020, the Council approval is requested to complete the process of issuing such beer, wine and liquor licenses.

Introduction and History

In accordance with Municipal Code 5.04.020, Alcoholic Beverage Sales, it is unlawful for any person to sell liquor, beer, or wine at retail or by the drink within the City without certain licenses as required pursuant to Ordinance 367. All City licenses for liquor, beer, and wine expire annually and require renewal by August 1st. The businesses will be vending beer, wine and liquor on premise (wine is included in the liquor fees) and not to be consumed on premise, per application.

Analysis

At this time, the following businesses has filed for their license and Council approval is requested to complete the process of issuing such beer, wine and liquor licenses.

Financial Impact

- The City of Ketchum will realize revenue of \$822.57 from approval of these licenses in accordance with the current fee structure.

<u>Company</u>	<u>Beer Consumed on Premises</u>	<u>Beer Not to be Consumed on Premises</u>	<u>Wine Consumed on Premises</u>	<u>Wine Not to be Consumed on Premises</u>	<u>Liquor</u>	<u>Approved by Council for 2019-20</u>	<u>Total Amount of Fees</u>
Barrio 75	X				X	1/22/2020	443.38
Hotel Ketchum	X	<u>X</u>	<u>X</u>	<u>X</u>		1/22/2020	379.19

Sincerely,

Grant Gager
Director of Finance and Internal Services
Attachments: Alcohol applications



City of Ketchum

Beer, Wine & Liquor-by-the Drink License Application

Submit completed application and fees below to the City Clerk Office, PO Box 2315, 480 East Ave. N., Ketchum, ID 83340. If you have questions, please contact Business License & Tax Specialist, Kathleen Schwartzenberger at taxes@ketchumidaho.org or (208) 726-3841.

APPLICANT INFORMATION		
Applicant Name:	BUACSTAR LLC	Doing Business As: Berrio 75
Physical Address where license will be displayed:	700 N MAIN ST. Ketchum ID 83340	
Mailing Address:	2328 Pearl St. Boulder Co. 80302	
Recorded Owner of Property:	Ketchum o Mustard LLC	
Applicant Phone Number:	303-332-5344	Applicant Email: Josh @ Berrio 75 .com
STATE LICENSE NO:	(copy required)	COUNTY LICENSE NO: (copy required)
Corporation: <input checked="" type="checkbox"/>	List names and addresses of corporation officers and/or partners: Josh DNAS 2728 Pearl St Boulder Co 80302 Dana Ash 2728 Pearl St. Boulder Co 80302	
Partnership: <input type="checkbox"/>		
Individual: <input type="checkbox"/>		
If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
BEER LICENSE FEES		
<input checked="" type="checkbox"/>	Draft or Bottled or Canned Beer to be consumed on premises	\$200.00 116.69
<input type="checkbox"/>	Bottled or Canned Beer NOT to be consumed on premises	\$ 50.00
WINE LICENSE FEES		
<input checked="" type="checkbox"/>	Wine, to be consumed on premises	\$200.00
<input type="checkbox"/>	Wine, NOT to be consumed on premises	\$200.00
LIQUOR LICENSE FEES		
<input checked="" type="checkbox"/>	Liquor by the Drink, Note; Liquor License Fee includes Wine	\$560.00 326.69
Total Fees Due		\$ 443.38
ADDITIONAL INFORMATION		
<p>Has the applicant, any partners of the applicant, any member of the applying partnership, the active manager of the applying partnership or any officer of the applying corporation been convicted of a violation of any law of the State of Idaho, or any other state, or of the United States regulating, governing, or prohibiting the sale of alcoholic beverages or intoxication liquor, and has any one of them within the last three years forfeited or suffered the forfeiture of a bond for his/her appearance to answer charges of any such violation? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>		
<p>Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within the last five years? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>		

Applicant agrees to observe all City ordinances, laws and conditions imposed. Applicant agrees to defend, hold harmless and indemnify the City of Ketchum, its officers and employees from all liability claims, suits and costs arising from incidents or accidents occurring under this permit. Applicant certifies that s/he has read and examined this application and that all information contained herein is true and correct.

The undersigned hereby acknowledges and consents that the License(s) requested are subject to the provisions of the Ketchum Municipal Code, Title 5, Chapter 5.04 (amended by Ordinance 882), City of Ketchum, Idaho, Blaine County.

Applicant Signature

Relation to Business

[Signature]
1/9/2020

Chef / Partner

Date

Subscribed and sworn to (or affirmed) before me this ____ day of _____, 20__.

Kathleen Schwab Zambeger
Notary Public or City Clerk or Deputy

OFFICIAL USE ONLY		
Date Received: 1-10-2020	License Fee Paid: \$ 443.38	License No: 2402A
<p>To the City Council, Ketchum, Idaho; The undersigned, a Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/>, does hereby make application for a license to sell during the year of August 1, 2020 - July 31, 2020 Jan</p>		
<p>Approved by City of Ketchum Idaho by;</p> <p>_____</p> <p>Mayor</p>		

Jan 22, 2020



City of Ketchum

Beer, Wine & Liquor-by-the Drink License Application

Submit completed application and fees below to the City Clerk Office, PO Box 2315, 480 East Ave. N., Ketchum, ID 83340. If you have questions, please contact Business License & Tax Specialist, Kathleen Schwartzberger at tax@ketchumidaho.org or (208) 726-3841.

APPLICANT INFORMATION		
Applicant Name: Ketchum & Mustard, LLC		Doing Business As: Hotel Ketchum
Physical Address where license will be displayed: 600 N. Main St., Ketchum, Idaho		
Mailing Address: PO Box 4415, Ketchum, ID 83340		
Recorded Owner of Property: Ketchum & Mustard, LLC		
Applicant Phone Number: 208-726-5900		Applicant Email: michael@haymax.com
STATE LICENSE NO: _____ (copy required)	COUNTY LICENSE NO: _____ (copy required)	
Corporation: <input type="checkbox"/> X LLC Partnership: <input type="checkbox"/> Individual: <input type="checkbox"/> If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	List names and addresses of corporation officers and/or partners: See attached list _____ _____ _____	
BEER LICENSE FEES		
<input checked="" type="checkbox"/>	Draft or Bottled or Canned Beer to be consumed on premises	116.69 \$200.00
<input checked="" type="checkbox"/>	Bottled or Canned Beer NOT to be consumed on premises	29.12 \$ 50.00
WINE LICENSE FEES		
<input checked="" type="checkbox"/>	Wine, to be consumed on premises	116.69 \$200.00
<input checked="" type="checkbox"/>	Wine, NOT to be consumed on premises	116.69 \$200.00
LIQUOR LICENSE FEES		
	Liquor by the Drink	\$560.00
Total Fees Due		\$ 379.19
ADDITIONAL INFORMATION		
Has the applicant, any partners of the applicant, any member of the applying partnership, the active manager of the applying partnership or any officer of the applying corporation been convicted of a violation of any law of the State of Idaho, or any other state, or of the United States regulating, governing, or prohibiting the sale of alcoholic beverages or intoxication liquor, and has any one of them within the last three years forfeited or suffered the forfeiture of a bond for his/her appearance to answer charges of any such violation? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within the last five years? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		

480 East Ave. N. • PO Box 2315 • Ketchum, ID 83340 • main (208) 726-3841 • fax (208) 726-8234
facebook.com/CityofKetchum • twitter.com/Ketchum_IDaho • www.ketchumidaho.org

Applicant agrees to observe all City ordinances, laws and conditions imposed. Applicant agrees to defend, hold harmless and indemnify the City of Ketchum, its officers and employees from all liability claims, suits and costs arising from incidents or accidents occurring under this permit. Applicant certifies that s/he has read and examined this application and that all information contained herein is true and correct.

The undersigned hereby acknowledges and consents that the License(s) requested are subject to the provisions of the Ketchum Municipal Code, Title 5, Chapter 5.04 (amended by Ordinance 882), City of Ketchum, Idaho, Blaine County.

M. H. Burns Manager
Applicant Signature Relation to Business

1/21/2020
Date

Subscribed and sworn to (or affirmed) before me this 9th day of January 2020

[Signature]
Notary Public or City Clerk or Deputy

ERIN E SWEENEY
NOTARY PUBLIC STATE OF COLORADO
NOTARY ID 20184022300
MY COMMISSION EXPIRES MAY 25, 2022

OFFICIAL USE ONLY		
<u>1-10-2020</u>	<u>379.19</u>	<u>2100A</u>
To the City Council, Ketchum, Idaho: The undersigned, a Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/> , does hereby make application for a license to sell during the year of <u>August 1, 20</u> - July 31, <u>20</u> <u>Jan</u>		
Approved by City of Ketchum Idaho by: _____ Mayor		

Jan 22, 2020



City of Ketchum

January 21, 2020

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to:

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

Recommendation and Summary

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

Motion No. 1:

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

Motion No. 2:

- Approval of the Preliminary Plat for the PEG Ketchum Hotel with conditions as set forth in **Attachment E.2.A**

Motion No. 3:

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

The reasons for the recommendation are as follows:

- The Ketchum Planning and Zoning Commission (PZ or Commission) unanimously recommended approval of the PEG Ketchum Hotel Planned Unit Development Conditional Use Permit and Preliminary Plat.
- Both the applicant's traffic engineer (Hales Engineering) and the city's 3rd party traffic engineer (AECOM on behalf of the City) find acceptable levels of service for the project with the River Street access.
- On-site employee housing is a preferred solution for the project and support for this can be found in the recommendation of the PZ and the city's comprehensive plan, as well as the recommendations of the Blaine County Housing Authority.
- Substantial evidence has been provided that there are special physical characteristics and conditions affecting the property and the side setback, FAR (as noted below), height, and minimum lot size waivers requested are the minimum necessary.
- A floor area ratio (FAR) waiver greater than 0.5 is warranted, but a FAR waiver in excess of 1.6 even with the on-site employee housing is not warranted. As a result and upon direction of Council, the applicant has scaled down the bulk and mass of the hotel to a FAR of 1.57.

Background

On October 7, 2019 the KCC received a full copy of the record of the Ketchum Planning and Zoning Commission's recommendation on the PEG Ketchum Hotel application for a hotel at the southwest corner of River Street and State Highway 75/Main Street ("Gateway Site").

In addition to the October 7th hearing, KCC held a public hearing on December 2, 2019 on the PEG Ketchum Hotel. As a result of clarifications and deliberations and testimony from the applicant, staff, city consultants, and the public, the project plans have been modified.

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

Key highlights of changes to the Applicant's plan, dated January 21, 2019, include:

- Reduction of the number of hotel rooms from 100 to 92.
- Inclusion of +/- 9,000 square feet of dedicated on-site employee housing.
 - Configuration includes 12 one-bedroom studios, 2 two-bedroom suites, and 1 four-bedroom suite for a total of 23 employee beds
 - Seventeen of the beds are single occupancy rooms or units with only 6 beds having shared occupancy bedrooms
 - Bathroom ratio has improved with the new plan having a maximum of 7 occupants sharing 4 bathrooms
- Rejection of ingress/egress to the Project from State Highway 75 for anything other than emergency access staging.
- Retention of the roof top bar and on-site employee housing as public amenities.
- Reduction in the project FAR to comply with the maximum 1.6 FAR allowance shown for the Tourist zone in Section 17.124.040.A.

- Reduction in waiver requests:
 - FAR from 1.9 to 1.74 to 1.57;
 - Front and rear setbacks comply with city requirements; and
 - The average west-side setback increased from 5' to 15.6' to 17.5' and the average east -side setback is now 31.3'.
 - Note: Waivers are still required as portions of the hotel would intrude into both side yard setbacks.
- See **Attachment E.4.A** for an updated waiver request analysis and related draft findings on this PEG Ketchum Hotel PUD CUP application.

Analysis

The project design has evolved as a result of council direction, public comment and professional input.

Of note is that project ingress/egress to State Highway 75 (SH75) has been determined to be inadvisable for anything other than fire emergency staging. Further, River Street has been analyzed by the design team, AECOM, city staff and the Council and determined to be the preferred solution for project access in terms of level of service, traffic flow, circulation, deliveries, parking, snow removal, and pedestrian access.

The Council has determined that the project does not, as a consequence of special physical characteristics or conditions affecting the property, warrant front or rear setback waivers. In a similar manner, a floor area ratio (FAR) waiver greater than 1.6 even with the on-site employee housing is not warranted and, as a result the Council has determined the bulk and mass of the hotel must be less than 1.6.

The Council has determined that the site presents hardship conditions that are not the result of actions by the applicant. Rather, as a consequence of the inadvisability of ingress/egress to the site from the highway, and the city's desire to protect the Trail Creek floodplain and riparian areas, as well as the steep drop-off of the site terrain from River Street to Trail Creek, waivers for the following dimensional standards are warranted: minimum lot size, side setbacks, and height/four story requirements. Also warranted is permitting a FAR of 1.57 given the presence of on-site employee housing, which the Blaine County Housing Authority (BCHA) has noted for this project is a preferred solution for providing employee housing.

Financial Impact

Approximately \$107,691 in Planning Permit fees have been paid to date and an additional DR application fee of approximately \$42,003 is anticipated in FY20. The projected FY20 Building Permit fee is estimated to be approximately \$581,405. Future local option tax and tax increment increases are also anticipated.

Attachments

A – Staff Analysis.

See Attachments 1-10 from 10/7/19 and 12/2/19 KCC staff report

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

See List from 10/7/19 and 12/2/19 KCC staff report, as well as the following list of:

1/21/20 Ketchum Tribute design update - Please use following link:

https://ketchumidaho.org/sites/default/files/fileattachments/planning_amp_building/project/37921/2020-0121- ketchum_hotel - progress_submittal.pdf

- Top Ten – Project Updates
- Waiver Supporting Exhibits (15 Sheets)
 - Waiver 1 – Minimum Lot Size for PUD
 - Waiver 2 – FAR = 1.57
 - Before & After – Building Mass Revision
 - Waiver 3 – Average Setbacks
 - Front = 15’
 - West Side = 17.5’ (avg), 12’ at closest point to property line
 - East Side = 31.3’ (avg), +/- 20’ at closest point to SH75 property line
 - Rear = > 35’ from Trail Creek
 - Waiver 4 – Height / Contextual Elevations
- River Street Entry Plaza (4 Sheets)
 - Option 1 with Rendering
 - Option 2
- SH-75 Service Access Study (2 Sheets)
- Sustainability Integration (4 Sheets)
 - Building Systems / Geothermal
 - High Performance Building & Site
 - Material & Product Sustainability Assessment
- Updated Site & Floor Plans (16 Sheets)
 - Landscape Plan
 - Building Perimeter Before / After
 - Level -03, -02, -01 Floor Plans (Below River Street)
 - Level 01, 02, 03, 04 Floor Plans
- Project Perspectives
 - NE, NW, N, NE, SE, SW
- Employee Housing Plans (6 sheets)
 - 12 one-bedroom studios (2 different designs) – 12 employees housed
 - 2 two-bedroom suites (1 design) – 4 employees housed
 - 1 four-bedroom suite (1 design) – 7 employees housed
- Setback Analysis
 - 5 Sections
- River Street Encroachment (2 Sheets)
- Architectural Site Plan (5 Sheets)
 - Contextual
 - E, N, W, S

C - City department, agency & peer review letters/memos

D - Public comment – please use following links:

- All public comment to P&Z (from 7/15 to 9/11):

https://ketchumidaho.org/sites/default/files/fileattachments/planning_amp_building/project/37921/all_comments_received_by_pz_7.15.19_to_9.11.19.pdf

- All public comment to council (from 8/5 to present):
<https://ketchumidaho.org/citycouncil/page/ketchum-boutique-hotel>

E – Signed Planning & Zoning Commission Findings

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

1/21/20 updated draft findings

- **Attachment E.2.A** – *draft* Preliminary Plat Findings of Fact, Conclusions of Law, Order of Decision of the Ketchum City Council for the PEG Ketchum Hotel
- **Attachment E.4.A** – *draft* Planned Unit Development Conditional Use Permit and CUP Findings of Fact, Conclusions of Law, Order of Decision of the Ketchum City Council for the PEG Ketchum Hotel

Attachment E.2.A – Draft Findings Plat / Readjustment of Lot Lines



City of Ketchum
Planning & Building

IN RE:)	
)	
PEG Ketchum Hotel, LLC)	KETCHUM CITY COUNCIL
Lot 3A, Block 82)	FINDINGS OF FACT, CONCLUSIONS OF LAW AND
Subdivision)	DECISION
)	
File Number: 19-064)	
)	

BACKGROUND FACTS

PROJECT: Lot 3A, Block 82, Ketchum Townsite

OWNER: PEG Ketchum Hotel LLC

REPRESENTATIVE: Galena Engineering

REQUEST: The applicant proposes to combine three parcels (251 S. Main Street – Ketchum Townsite Lots 3, 21, FR 22 Blk 82 N 10’ x 110’ of alley S 20’ x 230’ of alley, 260 E. River Street – Ketchum Townsite Lot 2 Block 82 10’ x 110’ of alley, and 280 E. River Street – Ketchum Townsite Lot 1 Block 82) into one lot, referenced herein as Lot 3A, Block 82, Ketchum Townsite (“new Lot 3A”).

PUBLIC NOTICE: Legal notice with the city’s newspaper of record and for adjoining landowners within 300’ was in compliance with the 15 day and 10 day notice requirements. Notice to neighbors and political subdivisions and publication in the *Idaho Mountain Express* occurred on 19/18/19. On-site notice posting on the premises occurred on 9/30/19.

ZONING: The property is zoned Tourist (T) with Floodplain/Waterways Design Review overlay.

FINDINGS OF FACT

1. The applicant proposes to combine three parcels into a new Lot 3A, Block 82, Ketchum Townsite.
2. The proposal is subject to the City Subdivision requirements as set forth in Title 16, Chapter 16.04 of the Ketchum Municipal Code (“KMC”).
3. The application meets the definition of “readjustment of lot line” as set forth in Title 16, Chapter 16.04.030.L.

4. Applicant has submitted a Master Plan as part of its Planned Unit Development application, pursuant to Title 16, Chapter 16.08. Subject Master Plan includes a request for waiver or deferral of requirements (KMC §16.08.070.F).
5. Consistent with §16.08.070.F, Applicant requests city allow building permit issuance prior to final plat recordation and defer the requirements of KMC §16.04.030.H, which states that “No building permit shall be issued with regard to any parcel of land within a proposed subdivision until the final plat has been recorded.”
6. As set forth in the Applicant’s PUD application and Master Plan, waivers are requested to the following dimensional standard provisions: side yard setbacks and height requirements.
7. Title 16, Chapter 16.04.020 defines Waiver as a “Modification of a relevant provision and regulation of this chapter not contrary to public interest or public health, safety or welfare, and due to physical characteristics of the particular parcel of land and not the result of actions of the subdivision where literal enforcement of this chapter would result in undue hardship. The granting of waiver(s) ... rests with the sound discretion of the commission and council, on a case by case basis.”
8. Details of the Applicant’s Master Plan are set forth in Attachment B. Included in Attachment B is Galena Engineers plat map showing a new Lot 3A, which combines the three existing lots owned by the Applicant within Block 82 of the Ketchum Townsite Plat into one larger lot. Subject map was prepared by Galena Engineers and was stamped by Mark Phillips on 6/12/2019.
9. New Lot 3A is 47,249 square feet and exceeds the minimum Tourist zone lot size of 8,000 square feet. Further, the property exceeds the eighty-foot (80’) minimum lot width established for the Tourist zone and includes the required twenty-five foot (25’) Riparian and Scenic Easement from the Ordinary High Water Mark (“OHWM”) established by the KMC for building setbacks along Trail Creek.
10. The following provides the Planning and Zoning Commission’s recommendations to the Ketchum City Council regarding the new Lot 3A subdivision plat within the City.

Table 1: Zoning Standards Analysis

Compliance with Zoning Standards				
Compliant			Standards and Staff Comments	
Yes	No	N/A	Guideline	City Standards and Staff Comments
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.040	Minimum Lot Area: 9,000 square feet minimum.
			<i>Staff Comment</i>	<i>New Lot 3A is 47,249 square feet</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.040	Building Coverage
			<i>Staff Comment</i>	<i>A Planned Unit Development Application, pursuant to Title 16, Chapter 16.08 Project proposes a waiver to the FAR requirements and, subject to approval of the PUD application with conditions as noted herein, complies with this zoning standard.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.040	Minimum Building Setbacks Minimum: <i>Front: 15'</i>

				Side: > of 1' for every 2' in building height, or 10', whichever is greater Trail Creek/Rear: 25' State Highway 75: 25' to 32' (varies)
			<i>Staff Comment</i>	The Project proposes a waiver to the side yard setback requirements and, subject to approval of the PUD application with conditions as noted herein, complies with this provision of the Tourist zoning standard.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.040	Building Height Maximum Permitted: 35' or greater for hotels
			<i>Staff Comment</i>	The Project proposes a waiver to the height/4-story Tourist zone requirements for hotels and, subject to approval of the PUD application with conditions as noted herein, complies with this zoning standard
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.125. 030.H	Curb Cut Permitted: A total of 35% of the linear footage of any street frontage can be devoted to access off street parking.
			<i>Staff Comment</i>	There are no curb cuts proposed along State Highway 75. The new configuration results in < 35% of the linear footage of street frontage devoted to access the off street parking within the parking garage.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.125.020.A.2 & 17.125.050	Parking Spaces Off-street parking standards of this chapter apply to any new development and to any new established uses.
			<i>Staff Comment</i>	As analyzed by staff and consistent with §17.125 of the KMC, the Project has adequate parking for the proposed uses on the property.

Table 2: Plat Requirements

Plat Requirements				
Compliant			Standards and Staff Comments	
Yes	No	N/A	City Code	City Standards and Staff Comments
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.C.1	The subdivider shall file with the administrator copies of the completed subdivision application form and preliminary plat data as required by this chapter.
			<i>Staff Comments</i>	The application has been reviewed and determined to be complete.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I	Contents Of Preliminary Plat: The preliminary plat, together with all application forms, title insurance report, deeds, maps, and other documents reasonably required, shall constitute a complete subdivision application. The preliminary plat shall be drawn to a scale of not less than one inch equals one hundred feet (1" = 100') and shall show the following:
			<i>Staff Comments</i>	All required materials for the Subdivision Plat application have been submitted.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .1	The scale, north point and date.
			<i>Staff Comments</i>	This standard has been met.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .2	The name of the proposed subdivision, which shall not be the same or confused with the name of any other subdivision in Blaine County, Idaho.
			<i>Staff Comments</i>	This standard has been met.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .3	The name and address of the owner of record, the subdivider, and the engineer, surveyor, or other person preparing the plat.
			<i>Staff Comments</i>	This standard shall be met with the Final Plat with the signed Certificate of Ownership.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .4	Legal description of the area platted.
			<i>Staff Comments</i>	This standard has been met.

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .5	The names and the intersecting boundary lines of adjoining subdivisions and parcels of property.
			<i>Staff Comments</i>	<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .6	A contour map of the subdivision with contour lines and a maximum interval of five feet (5') to show the configuration of the land based upon the United States geodetic survey data, or other data approved by the city engineer.
			<i>Staff Comments</i>	<i>This standard has been met. The Subdivision Plat indicates contour lines at 1 ft intervals.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I.7	The scaled location of existing buildings, water bodies and courses and location of the adjoining or immediately adjacent dedicated streets, roadways and easements, public and private.
			<i>Staff Comments</i>	<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .8	Boundary description and the area of the tract.
			<i>Staff Comments</i>	<i>The legal description appears on the Plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .9	Existing zoning of the tract.
			<i>Staff Comments</i>	<i>Each of the affected lots are located in the Tourist Zoning District.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .10	The proposed location of street rights of way, lots, and lot lines, easements, including all approximate dimensions, and including all proposed lot and block numbering and proposed street names.
			<i>Staff Comments</i>	<i>Subject items are reflected on the plat.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .11	The location, approximate size and proposed use of all land intended to be dedicated for public use or for common use of all future property owners within the proposed subdivision.
				<i>No land for common or public use is required or proposed.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .12	The location, size and type of sanitary and storm sewers, water mains, culverts and other surface or subsurface structures existing within or immediately adjacent to the proposed sanitary or storm sewers, water mains, and storage facilities, street improvements, street lighting, curbs, and gutters and all proposed utilities.
			<i>Staff Comments</i>	<i>The plat indicates the existing locations of all utilities. An encroachment permit will be required for all improvements to public right of way. A full utility plan will be required prior to final plat recordation and infrastructure construction.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .13	The direction of drainage, flow and approximate grade of all streets.
			<i>Staff Comments</i>	<i>These details are indicated. An encroachment permit will be required for all improvements to public right of way. A full utility plan will be required prior to final plat recordation and infrastructure construction.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .14	The location of all drainage canals and structures, the proposed method of disposing of runoff water, and the location and size of all drainage easements, whether they are located within or outside of the proposed plat.
			<i>Staff Comments</i>	<i>Drainage infrastructure exists within Idaho Transportation Department (ITD) right of way (ROW) near the SE corner of the property. This and related infrastructure are shown on the plat, including a drywell easement (instrument #440075) and two sanitary sewer easement (instrument #130085 and 130089). Also, a proposed new twenty-five foot (25') riparian and scenic easement is shown on the plat. Any work in this area is subject to separate floodplain rules and regulations.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .15	All percolation tests and/or exploratory pit excavations required by state health authorities.
			<i>Staff Comments</i>	<i>Applicant has submitted results of percolation and related tests.</i>

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .16	A copy of the provisions of the articles of incorporation and bylaws of homeowners' association and/or condominium declarations to be filed with the final plat of the subdivision.
			<i>Staff Comments</i>	<i>N/A</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .17	Vicinity map drawn to approximate scale showing the location of the proposed subdivision in reference to existing and/or proposed arterials and collector streets.
			<i>Staff Comments</i>	<i>This has been provided.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .18	The boundaries of the floodplain, floodway and avalanche zoning district shall also be clearly delineated and marked on the preliminary plat.
			<i>Staff Comments</i>	<i>New Lot 3A is located within the City's Floodplain Overlay District. The applicant has included an easement on the plat to protect this area.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .19	Building envelopes shall be shown on each lot, all or part of which is within a floodway, floodplain, or avalanche zone; or any lot that is adjacent to the Big Wood River, Trail Creek, or Warm Springs Creek; or any lot, a portion of which has a slope of twenty five percent (25%) or greater; or upon any lot which will be created adjacent to the intersection of two (2) or more streets.
			<i>Staff Comments</i>	<i>KMC §16.040.020 defines Building Envelope as, "the site for location of a structure delineated on a preliminary plat and final plat within which the entire building must be constructed. A building envelope shall conform to all minimum zoning ordinance requirements and requirements of this chapter." This application is a minor amendment to shift an interior boundary line in order to for the Applicant to not build over existing lot lines. Applicant has shown a new easement to assure no building is constructed within 25' of Trail Creek. A building envelope ("BE") will be reflected on the final plat consistent with the approved final Agreement for the Project. Subject BE will reflect the Council's final approval on corner lot radii sight line requirements and side yard setbacks. The BE shall not encroach within 25' of Trail Creek or the edge of ITD ROW.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .20	Lot area of each lot.
			<i>Staff Comments</i>	<i>The areas of each lot are indicated on the Plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .21	Existing mature trees and established shrub masses.
			<i>Staff Comments</i>	<i>Existing mature trees and established shrub masses exist on the Property. Subject vegetation along Trail Creek helps provide important habitat and benefits to the stream. Mature trees along River Street provide a visual buffer for the old, dilapidated structures. A landscaping plan has been submitted for the Project, as well as a separate Floodplain Development Permit. The removal of existing mature trees and/or established shrub masses is subject to approval and adoption of the Applicant's landscape plan through the Design Review and/or Floodplain Development Permit process.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .22	A current title report shall be provided at the time that the preliminary plat is filed with the administrator, together with a copy of the owner's recorded deed to such property.
			<i>Staff Comments</i>	<i>A current title report and a copy of the both owners' recorded deed to the subject properties were included in the Plat application submittal.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .23	Three (3) copies of the preliminary plat shall be filed with the administrator.
			<i>Staff Comments</i>	<i>A digital copy for reproduction was submitted with the application. Therefore, Staff required only one (1) full size copy of the preliminary plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.A	Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer.

				<p>All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city. Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.</p>
			Staff Comments	<p>The property is served by city water and sewer services, as well as other public and private utilities (TV, gas, electric, etc). Also serving new Lot 3A is an existing six-foot (6') wide sidewalk within ITD ROW. Subject sidewalk width is less than the current eight-foot (8') wide city sidewalk standard. Further, no sidewalks exist for the Property along River Street, which also has an eight-foot (8') wide sidewalk requirement. An encroachment permit from ITD as well as the City will be required for all improvements to public right of way, including the construction of a sidewalk not less than eight-feet (8') in width along River Street. As a condition of Plat approval, subject sidewalk shall be installed prior to final plat recordation unless otherwise approved by the Ketchum City Council.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.B	<p>Improvement Plans: Prior to approval of final plat by the commission, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.</p>
			Staff Comments	<p>Subject plans are required.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.C	<p>Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather conditions or other factors beyond the control of the subdivider, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be one year or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.</p>
			Staff Comments	<p>Subject plans and sidewalk improvement is required.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.D	<p>As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.</p>
				<p>Subject plans are required.</p>

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.E	<p>Monumentation: Following completion of construction of the required improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows:</p> <ol style="list-style-type: none"> 1. All angle points in the exterior boundary of the plat. 2. All street intersections, points within and adjacent to the final plat. 3. All street corner lines ending at boundary line of final plat. 4. All angle points and points of curves on all streets. 5. The point of beginning of the subdivision plat description.
			<i>Staff Comments</i>	<i>Monumentation required.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.F	<p>Lot Requirements:</p> <ol style="list-style-type: none"> 1. Lot size, width, depth, shape and orientation and minimum building setback lines shall be in compliance with the zoning district in which the property is located and compatible with the location of the subdivision and the type of development, and preserve solar access to adjacent properties and buildings. 2. Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contains land with a slope in excess of twenty five percent (25%), based upon natural contours, or creates corner lots at the intersection of two (2) or more streets, building envelopes shall be shown for the lot(s) so affected on the preliminary and final plats. The building envelopes shall be located in a manner designed to promote harmonious development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. Also, building envelopes shall be located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, watercourses and topographical features. Structures may only be built on buildable lots. Lots shall only be created that meet the definition of "lot, buildable" in section 16.04.020 of this chapter. Building envelopes shall be established outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following: <ol style="list-style-type: none"> a. For lot line shifts of parcels that are entirely within slopes of twenty five percent (25%) or greater to create a reasonable building envelope, and mountain overlay design review standards and all other city requirements are met. b. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section. 3. Corner lots shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use. 4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line. 5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts. Should a double frontage lot(s) be created out of necessity, then such lot(s) shall be reversed frontage lot(s). 6. Minimum lot sizes in all cases shall be reversed frontage lot(s).

				7. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat.
			Staff Comments	<i>The Project complies with each of these requirements. A building envelope ("BE") will be reflected on the final plat consistent with the approved final Agreement for the Project. Subject BE will reflect the Council's final approval on FAR, corner lot radii sight line requirements, and front/side yard setbacks. The BE shall not encroach within 25' of Trail Creek or the edge of ITD ROW.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.G	<p>G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</p> <ol style="list-style-type: none"> 1. No block shall be longer than one thousand two hundred feet (1,200'), nor less than four hundred feet (400') between the street intersections, and shall have sufficient depth to provide for two (2) tiers of lots. 2. Blocks shall be laid out in such a manner as to comply with the lot requirements. 3. The layout of blocks shall take into consideration the natural topography of the land to promote access within the subdivision and minimize cuts and fills for roads and minimize adverse impact on environment, watercourses and topographical features. 4. Corner lots shall contain a building envelope outside of a seventy-five foot (75') radius from the intersection of the streets.
			Staff Comments	<i>This application does not create a new block. This requirement is not applicable. Notwithstanding, a Building Envelope ("BE") will be reflected on the final plat consistent with the approved final Agreement for the Project. Subject BE will reflect the Council's final approval on corner lot radii sight line requirements.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.H	<p>Street Improvement Requirements:</p> <ol style="list-style-type: none"> 1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land; 2. All streets shall be constructed to meet or exceed the criteria and standards set forth in chapter 12.04 of this code, and all other applicable ordinances, resolutions or regulations of the city or any other governmental entity having jurisdiction, now existing or adopted, amended or codified; 3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad or limited access highway right of way, the council may require a frontage street, planting strip, or similar design features; 4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods; 5. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven percent (7%) so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing; 6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is

			<p>subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated;</p> <p>7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended;</p> <p>8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;</p> <p>9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);</p> <p>10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;</p> <p>11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;</p> <p>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</p> <p>13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the commission before submitting same to council for preliminary plat approval;</p> <p>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</p> <p>15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;</p> <p>16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;</p> <p>17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement;</p> <p>18. Street lighting may be required by the commission or council where appropriate and shall be installed by the subdivider as a requirement improvement;</p> <p>19. Private streets may be allowed upon recommendation by the commission and approval by the council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section;</p> <p>20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the administrator and shall be consistent with the type and design of existing street signs elsewhere in the city;</p> <p>21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new</p>
--	--	--	--

				<p>bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by the subdivider. Such construction or improvement shall be in accordance with adopted standard specifications;</p> <p>22. Sidewalks, curbs and gutters may be a required improvement installed by the subdivider; and</p> <p>23. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights of way unless approved by the city council.</p>
			Staff Comments	<i>The Project does not create a new street. With the exception of Street lighting these standards are not applicable. Street lighting in compliance with City standards is required of the Applicant consistent with this standard.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.I	<p>Alley Improvement Requirements: Alleys shall be provided in business, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead end alleys shall be prohibited. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.</p>
			Staff Comments	<i>This proposal does not create a new alley. This standard is not applicable.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.J	<p>Required Easements: Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.</p> <p>1. A public utility easement at least ten feet (10') in width shall be required within the street right of way boundaries of all private streets. A public utility easement at least five feet (5') in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the city engineer to be necessary for the provision of adequate public utilities.</p> <p>2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse.</p> <p>3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision.</p> <p>4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion.</p> <p>5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same</p>

				<p>has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.</p> <p>6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the city.</p>
			Staff Comments	<i>A ten-foot (10') fishermen's easement needs to be shown on the plat in accordance with subsection 3 herein. The required twenty-five foot (25') riparian and scenic easement along Trail Creek is established in accordance with subsection 4. Standards #1,2, 5 & 6 are not applicable.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.K	<p>Sanitary Sewage Disposal Improvements: Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the city engineer, council and Idaho health department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho department of health and the council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety and welfare.</p>
			Staff Comments	<i>N/A as the existing development connects to the public sewage system.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.L	<p>Water System Improvements: A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the city under the supervision of the Ketchum fire department and other regulatory agencies having jurisdiction. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall be permitted. All water systems shall be connected to the municipal water system and shall meet the standards of the following agencies: Idaho department of public health, Idaho survey and rating bureau, district sanitarian, Idaho state public utilities commission, Idaho department of reclamation, and all requirements of the city.</p>
			Staff Comments	<i>N/A as water system improvements are existing.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.M	<p>Planting Strip Improvements: Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.</p>
			Staff Comments	<i>This standard is not applicable.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.N	<p>Cuts, Fills, And Grading Improvements: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography,</p>

				<p>streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following:</p> <ol style="list-style-type: none"> 1. A preliminary soil report prepared by a qualified engineer may be required by the commission and/or council as part of the preliminary plat application. 2. Preliminary grading plan prepared by a civil engineer shall be submitted as part of all preliminary plat applications. Such plan shall contain the following information: <ol style="list-style-type: none"> a. Proposed contours at a maximum of five foot (5') contour intervals. b. Cut and fill banks in pad elevations. c. Drainage patterns. d. Areas where trees and/or natural vegetation will be preserved. e. Location of all street and utility improvements including driveways to building envelopes. f. Any other information which may reasonably be required by the administrator, commission or council to adequately review the affect of the proposed improvements. 3. Grading shall be designed to blend with natural landforms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways. 4. Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for open space for the benefit of future property owners within the subdivision. 5. Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction. Until such times as such revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion. 6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply: <ol style="list-style-type: none"> a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability. b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHO T99 (American Association of State Highway Officials) and ASTM D698 (American standard testing methods). c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability. d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or where fill slope toes out within twelve feet (12') horizontally of the top and existing or planned cut slope. e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.
--	--	--	--	--

			Staff Comments	<i>The Applicant has submitted a soils report and landscaping plan for the Project. As conditioned herein, prior to grading occurring on the new Lot 3A, City approval of the Applicant's grading, drainage and landscaping construction drawings is required. Subject construction drawings shall be consistent in concept with approved Design Review, Encroachment Permit, and related drawings.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.O	Drainage Improvements: The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the city on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders.
			Staff Comments	<i>Prior to grading occurring on the new Lot 3A, City approval of the Applicant's grading, drainage and landscaping construction drawings is required. Subject construction drawings shall be consistent in concept with approved Design Review, Encroachment Permit, and related drawings.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.P	Utilities: In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.
			Staff Comments	<i>N/A as the subject property is served by existing utilities.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	Off Site Improvements: Where the offsite impact of a proposed subdivision is found by the commission or council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to final plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.
			Staff Comments	<i>No off-site improvements are required as a condition of platting new Lot 3A.</i>

CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation organized under Article XII of the Idaho Constitution and the laws of the State of Idaho, Title 50, Idaho Code.
2. Under Chapter 65, Title 67 of the Idaho Code, the City has passed a land use and subdivision ordinance, Title 16.
3. The City of Ketchum Planning Department provided adequate notice of the time, place and summary of the applicant's proposal to be heard by the Council for review of this application.

4. The proposed plat does meet the standards of approval under Title 16, Chapter 16.04, subject to conditions of approval.
5. Approval is granted for the combination of three parcels (251 S. Main Street – Ketchum Townsite Lots 3, 21, FR 22 Blk 82 N 10' x 110' of alley S 20' x 230' of alley, 260 E. River Street – Ketchum Townsite Lot 2 Block 82 10' x 110' of alley, and 280 E. River Street – Ketchum Townsite Lot 1 Block 82) into one lot, referenced as Lot 3A, Block 82, Ketchum Townsite, as stamped by Mark Phillips with Galena Engineers on 6/12/2019.

DECISION

THEREFORE, the Ketchum Planning & Zoning **recommends for approval** to the Ketchum City Council the request of PEG Ketchum Hotel LLC to reconfigure subject lots as depicted on the 6/12/2019 Plat prepared by Galena Engineers consistent with the following fifteen (15) conditions of approval.

1. Subject to City Council approval of the Master Plan and PUD, including deferment of the final plat Time Limitations set forth in KMC §16.04.030.H, the Applicant may be issued a building permit prior to final plat recordation and shall record the new Lot 3A plat concurrently with a Certificate of Occupancy being issued by the City for the Project;
2. The recorded plat shall show a minimum of two Blaine County Survey Control Monuments with ties to the property and an inverse between the two monuments. The Survey Control Monuments shall be clearly identified on the face of the map;
3. An electronic CAD file shall be submitted to the City of Ketchum prior to final plat signature by the City Clerk. The electronic CAD file shall be submitted to the Blaine County Recorder's office concurrent with the recording of the Plat containing the following minimum data:
 - a. Line work delineating all parcels and roadways on a CAD layer/level designated as "parcel";
 - b. Line work delineating all roadway centerlines on a CAD layer/level designated as "road"; and,
 - c. Line work that reflects the ties and inverses for the Survey Control Monuments shown on the face of the Plat shall be shown on a CAD layer/level designated as "control";
4. All information within the electronic file shall be oriented and scaled to Grid per the Idaho State Plane Coordinate System, Central Zone, NAD1983 (1992), U.S. Survey Feet, using the Blaine County Survey Control Network. Electronic CAD files shall be submitted in a ".dwg", ".dgn" or ".shp" format and shall be submitted digitally to the City on a compact disc. When the endpoints of the lines submitted are indicated as coincidental with another line, the CAD line endpoints shall be separated by no greater than 0.0001 drawing units;
5. The applicant shall provide a copy of the recorded final plat with its recorded instrument number to the Department of Planning and Building for the official file on the application;
6. All requirements of the Fire, Utility, Building, Planning and Public Works departments of the City of Ketchum shall be met. All public improvements shall meet the requirements of the Public Works Department;

7. All other provisions of Ketchum Municipal Code, Chapter 16, Subdivision Regulations, and all applicable ordinances rules and regulations of the city and other governmental entities having jurisdiction shall be complied with by the subdivision;
8. The Project proposes waivers to the side yard setbacks and height requirements and, subject to approval of the PUD application with conditions as noted herein, complies with each of the Tourist Zone dimensional standards for hotels;
9. An encroachment permit will be required for all improvements to public right of way. A full utility plan will be required prior to final plat recordation and infrastructure construction;
10. A twenty-five foot (25') riparian and scenic easement is shown on the plat. Any work in this area is subject to separate floodplain rules and regulations;
11. A ten-foot (10') fishermen's easement adjacent to the OHWM of Trail Creek needs to be shown and recorded on the plat;
12. A Building Envelope ("BE") will be reflected on the final plat consistent with the approved final Agreement for the Project. Subject BE will reflect the Council's final approval on FAR, corner lot radii sight line requirements, and front/side yard setbacks. The BE shall not encroach within 25' of Trail Creek or the edge of ITD ROW;
13. The removal of existing mature trees and/or established shrub masses is subject to approval and adoption of the Applicant's landscape plan through the Design Review and/or Floodplain Development Permit process;
14. An encroachment permit from ITD as well as the City will be required for all improvements to public right of way, including the construction of a sidewalk not less than eight-feet (8') in width along River Street. As a condition of Plat approval, subject sidewalk and street lighting to city standards shall be installed prior to final plat recordation unless otherwise approved by the Ketchum City Council; **and**
15. Prior to grading occurring on the new Lot 3A, City approval of the Applicant's grading, drainage and landscaping construction drawings is required. Subject construction drawings shall be consistent in concept with approved Design Review, Encroachment Permit, and related drawings.

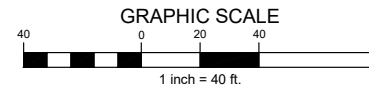
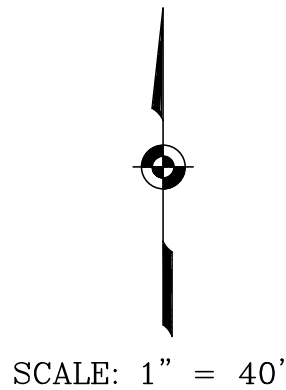
Findings of Fact **adopted** this 21st day of January 2019.

Neil Bradshaw, Mayor

Robin Crotty, City Clerk

A PLAT SHOWING
LOT 3A, BLOCK 82, KETCHUM TOWNSITE
 WHEREIN THE LOT LINES OF LOTS 1 & 2, BLOCK 82, ARE VACATED, CREATING LOT 3A
 LOCATED WITHIN SECTION 18, T.4 N., R.18 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

JUNE 2019



LEGEND

- Property Line
- Adjoiner's Lot Line
- Centerline Right of Way
- Mean High Water
- Vacated Alley under Instrument Number 203740
- Lot Line to be Vacated
- Sewer Easement as Shown
- 25' Riparian Setback
- Floodway per FEMA 2010 Study
- Floodplain per FEMA 2010 Study
- Centerline of 10' wide Sewer Easement
- GIS Tile
- Found 1/2" Rebar
- Found 5/8" Rebar
- Found Spike in Concrete
- Found Aluminum Cap in Concrete

SURVEY NARRATIVE & NOTES

1. The purpose of this survey is to vacate the lot lines of Lots 1 & 2, Block 82, Ketchum Townsite, creating Lot 3A, Block 82, Ketchum Townsite, and show the monuments found during the boundary retracement of the following parcels of land:

-Lot 1 in Block 82, of the Village of Ketchum, as shown on the certified copy of the official map thereof, recorded as Instrument No. 302967, records of Blaine County, Idaho,

-Lot 2 in Block 82 of the Village of Ketchum, as shown on the certified copy of the official map thereof, recorded as Instrument No. 302967, records of Blaine County, Idaho; together with the Northeastly one-half (1/2) of the alley in Block 82, adjacent and contiguous to Lot 2, Block 82, Original Townsite of Ketchum, Idaho,

-Lot 3 and all that portion of Lots 21 and 22 lying westerly of State Highway 75, in Block 82 of the Village of Ketchum, as shown on the certified copy of the official map thereof, recorded as Instrument No. 302967, records of Blaine County, Idaho; together with the Southwestly one-half (1/2) of the alley in Block 82, adjacent and contiguous to Lot 3, Block 82 and the Northeastly one-half (1/2) of the alley in Block 82, adjacent and contiguous to Lots 21 and 22, Original Townsite of Ketchum, Idaho.

The Boundary shown is based on found centerline monuments, found lot corner monuments, and the following documents:

-The Village of Ketchum, Instrument Number 302967, records of Blaine County, Idaho.

-The Record of Survey for Ketchum Medical Clinic, Instrument Number 315647, records of Blaine County, Idaho.

-The Idaho Transportation Department plans for the State Highway.

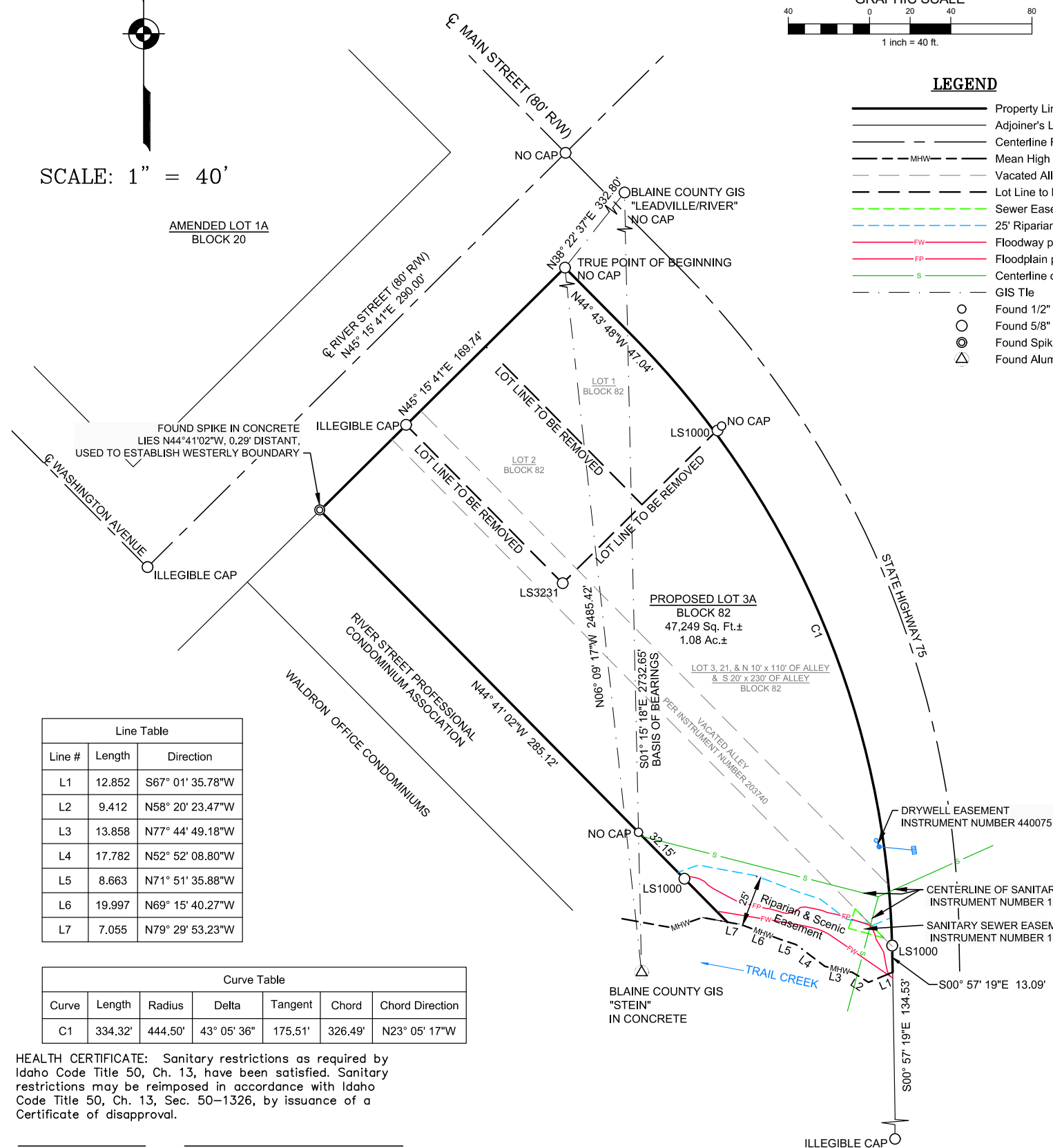
The Southerly Boundary along Trail Creek is a Riparian Boundary, based on the Village of Ketchum plat, which will accrete and relict in time, following the northerly bank of Trail Creek. The current Mean High Water is shown as the Riparian Boundary.

Additional documents used in the course of this survey include;

- River Street Professional Condominium Association, Instrument Number 269006, records of Blaine County, Idaho.
- Replat of Block 83, Original Town of Ketchum, Instrument Number 210798, records of Blaine County, Idaho.
- Record of Survey showing A Portion of Lot 22, Block 82, & Tax Lot 6072, Instrument Number 421738, records of Blaine County, Idaho.
- Trail Creek Crossing Condominiums, Instrument Number 536460, records of Blaine County, Idaho.
- Apsey Subdivision, Instrument Number 180600, records of Blaine County, Idaho.
- A Replat of Andora Villa No. 3 Common Area, Instrument Number 448860, records of Blaine County, Idaho.
- Andora Villa No. 3, Instrument Number 186909, records of Blaine County, Idaho.
- Record of Survey for Darryl McMillen, Instrument Number 189027, records of Blaine County, Idaho.
- State Highway Right of Way Deeds

2. At this time discrepancies exist along the State Highway 75 boundary based on found monuments and the above listed surveys. ITD does not currently have a Land Surveyor on staff to be able to resolve said discrepancies. Based on their schedule for an upcoming Highway improvement project, a Surveyor for ITD will be under contract by mid-July. When the ITD Surveyor is under contract, we will coordinate with them and possibly adjust the boundary along State Highway 75. The boundary shown hereon along State Highway 75 is in the most conservative location per all of the identified information. If a change is made in the future, it will push to the east, giving Lot 3A more area.

3. This survey does not purport to reflect any of the following which may be applicable to subject real property: natural hazards, encroachments, wetlands, easements, building setbacks, restrictive covenants, subdivision restrictions, zoning or any other land-use regulations.

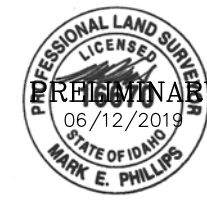


Line Table		
Line #	Length	Direction
L1	12.852	S67° 01' 35.78"W
L2	9.412	N58° 20' 23.47"W
L3	13.858	N77° 44' 49.18"W
L4	17.782	N52° 52' 08.80"W
L5	8.663	N71° 51' 35.88"W
L6	19.997	N69° 15' 40.27"W
L7	7.055	N79° 29' 53.23"W

Curve Table						
Curve	Length	Radius	Delta	Tangent	Chord	Chord Direction
C1	334.32'	444.50'	43° 05' 36"	175.51'	326.49'	N23° 05' 17"W

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

Date _____ South Central Public Health District



Attachment E.4.A – Draft Findings PUD Conditional Use Permit and CUP

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

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

THIS MATTER coming on regularly for hearing at a regular meeting of the Ketchum City Council (the “Council”), which hearing was convened by the Council at 4:00 p.m. on October 7, 2019 pursuant to Ketchum City Code (“KMC”) sections 16.08.110 and 17.116.040 and this hearing was then continued to and reconvened by the Council at 4:00 p.m. December 2, 2019, and which hearing was again continued to and reconvened by the Council at 4:00 p.m. on January 21, 2020 for the review of subject applications, as well as the receipt and consideration and approval by the Council of these Findings of Fact, Conclusions of Law and Order of Decision.

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

**I.
RECORD OF PROCEEDINGS**

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

to-wit:

1. Exhibits Admitted into the Record:

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

1.2. Exhibits Updated in the Record from the Applicant, including Owner’s Revised Project Master Plan and Submittal Documents as follows:

1.2.1. Insert Attachment List from Staff Report

2. Hearings:

2.1. Due to a public noticing error the public hearing process initially intended to commence by the Council, at 4:00 p.m. on _____, was canceled and no presentation was made by the applicant or staff, and no deliberations or discussion on the matter was held by the Council. However, those members of the public who were in attendance at the hearing and unable to attend the re-noticed public hearing for October 7, 2019 were allowed to provide public comment with said public comment entered into the record.

2.2. The public hearing was commenced by the Council, at 4:00 p.m. on October 7, 2019 at 4:00 p.m. for the receipt of testimony and comment from City Staff, the Applicant and the Public and for clarifications and fact finding by the Council members and which hearing was again continued to December 2, 2019 and reconvened at 4:00 p.m. for receipt of testimony and comment from City Staff, the Applicant and Public on new information and for Council deliberations on the Revised Project Master Plan, which was then closed for the receipt of evidence and testimony by the Ketchum City Council who then after duly reviewing testimony and exhibits, including written public and agency comment as set forth in **Attachments C and D**, proceeded to deliberate on the Planned Unit Development Conditional Use Permit (Planned Unit Development CUP) and made a motion, which included direction to the City Attorney and Planning Staff to return with Findings of Fact, Conclusions of Law, Order of Decision of the City Council for adoption at the Council’s next regular hearing.

2.3. At its regular hearing on _____, 2020 the Council received, considered, approved and authorized the Mayor to sign the Findings of Fact, Conclusions of Law and Order of Decision.

DECISION

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

**II.
FINDINGS OF FACT**

2.1 Findings Regarding Notice:

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

2.1.2 Notice Provided:

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

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

2.1.2.2 Notice of the October 7, 2019 hearing was mailed on Friday, September 18, 2019 to the property owners within 300 feet of the subject real property and affected Agencies and was posted on the subject property on September 30, 2019.

2.2 Findings Regarding Applications Filed:

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

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

2.2.3 KMC §16.08.020.B states:

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

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

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

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

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

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

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

- 2.2.8. *Four (4) waivers are submitted for the Project.*** These include waivers to minimum lot size, setback (~~front and~~ side yards), height, and floor area ratio (FAR) limitations. These waivers were requested by the Applicant consistent with KMC §16.04.120, §16.08.080 and §17.124.050, in part, as the literal enforcement of city code in the context of the special physical characteristics and conditions affecting the property would result in undue hardship. In particular, the Hotel site has a large slope with a grade differential of approximately thirty-seven feet (37') from Trail Creek at the south end of the lot to the north end along River Street. The site is constrained by the river to the south and the City desires to setback structures from riparian and flood areas. The City also desires to setback structures from State Highway 75 (SH75) in this location to help preserve the entry to town and minimize shading of the highway during winter months. Further, the grade along SH75, future Idaho Transportation Department (ITD) bridge and highway expansion plans, and a desire for no access onto SH75 in this location create unique conditions for development.
- 2.2.9 *Floor Area Ratio.*** KMC §17.124.050.A states: "Hotels may exceed the maximum floor area [0.5] ... requirements of this title subject to ... [a] Planned Unit Development ... which specifically outlines the waivers to bulk regulations requested." A subarea analysis is also required in the review process (KMC §17.124.050.A.2). The total developed gross floor area of the Project, as defined in KMC §17.08.020, is proposed to not exceed a FAR of ~~1.57~~ 1.9 or approximately ~~88,917 gross floor area~~ exclusive of basement areas and underground parking as shown in **Attachment B**. Total building area when each of the three (3) basement and parking garage levels and four (4) hotel stories are calculated in aggregate, as set forth in the PUD Findings and **Attachment B**, total approximately ~~435,915~~ 131,881 square feet for the Project.
- 2.2.10 *Height.*** KMC§17.124.050.A states: "Hotels may exceed the ... height ... requirements of this title subject to ... [a] Planned Unit Development ... which specifically outlines the waivers to bulk regulations requested." A subarea analysis is also required in the review process (KMC §17.124.050.A.2). As noted, the

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

2.2.11 Setback. No rear/river or front setback waivers are requested. However, a waiver of the side yard setbacks is requested. KMC§17.124.050.A, subsections 1 and 2, specifies that a PUD and Subarea Analysis process shall be used in the granting of waivers to bulk regulations for hotels. KMC §17.12.040 sets forth the following minimum side yard setbacks: (A) One-foot (1') for every three-feet (3') of building height, but no less than ten-feet (10') for the west side setback; and (B) Twenty-five foot (25') to thirty-two foot (32') setbacks adjacent to State Highway 75 (SH75), as calculated based on the adjacent right of way width. The Project, as amended, proposes a 31.3' average ~~twenty five foot (25')~~ setback along SH75 and a 17.5' average ~~five foot (5')~~ setback on the west-side of the building. See the **Setback Analysis in Attachment B** for exact details on subject average setback calculations, which include, on the east-side of the structure, portions of the building as close as 20' from edge of SH75 ROW and, on the west-side of the structure, portions of the building as close as 12' from the neighboring west property line.

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

2.3 Findings Regarding the Application for the Planned Unit Development Conditional Use Permit: The Council having reviewed the Project Master Plan, as set forth in **Attachment B** to these Findings, as well as public comment, staff analyses, and agency/peer review/department inputs as set forth in **Attachments A, C and D** to these

Findings and makes the following findings as set forth in Tables 1, 2, and 3 below regarding the Planned Unit Development Conditional Use Permit as follows:

Table 1: PUD Standards of Evaluation Compliance Analysis

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

Compliant			City Standard & Finding	
Yes	No	N/A	KMC Section	City Standard & Findings
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.08.080.A	<p>Minimum lot size of three (3) acres. All land within the development shall be contiguous except for intervening waterways. Parcels that are not contiguous due to intervening streets are discouraged. However, the commission and the council may consider lands that include intervening streets on a case by case basis. The commission may recommend waiver or deferral of the minimum lot size, and the council may grant such waiver or deferral only for projects which:4. For a hotel which meets the definition of "hotel" in section 17.08.020, "Terms Defined", of this code, and conforms to all other requirements of section 17.18.130, "Community Core District (CC)", or section 17.18.100, "Tourist District (T)", of this code. Waivers from the provisions of section 17.18.130 of this code may be granted for hotel uses only as outlined in section 17.124.040 of this code. Waivers from the provisions of section 17.18.100 of this code may be granted for hotel uses only as outlined in section 17.124.040 of this code.</p>
			Finding	<p><i>The Project Site is approximately 1.08 acres and does not meet the minimum standard of (3) acres for a PUD. However, as noted herein below, the Council finds that this requirement may be waived consistent with KMC §16.08.080.A.4 as allowed for hotels. Specifically, this Project:</i></p> <p><i>(A) Meets the definition of hotel as set forth in KMC §17.08.020. The Project consists of ninety-two (92) one hundred (100) rooms, includes on site food and beverage service with kitchen facilities, common reservation and cleaning services, meeting room space, combined utilities, on site management and reception services,</i></p>

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

Compliant			City Standard & Finding	
Yes	No	N/A	KMC Section	City Standard & Findings
				<i>Creek. Accordingly, the Council finds this Project will (A) not be detrimental to the present and permitted uses of surrounding areas and (B) be in harmony with the surrounding area.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.08.080.C	<p>The proposed project will have a beneficial effect not normally achieved by standard subdivision development.</p> <p><i>Finding</i> <i>The proposed hotel will benefit the city in ways not normally achieved by standard subdivision. These include public access to the river and, open space in excess of thirty-five percent (35%), and access to a 3,000 square foot bar patio terrace, which features landscaping and solar exposure unique for a built project. The Project will have significant economic and public amenity benefits to Ketchum that would not be achievable on this site without the PUD process due to the constraints created by the topography of the site (37' differential in grade between front property line on River and rear property line along Trail Creek), access constraints on the east side due to the east side bordering SH 75, and development constraints due to the south side of the property being Trail Creek. The provision of waivers through the PUD process allows the design of the building, interior layout, operations and programmatic aspects of the hotel to infuse economic and public benefits beyond what would be accomplished by hotel rooms alone.</i></p> <p><i>Economic benefits of the development include local option taxes generated by the 100 92 new hotel rooms that will be booked through the international reach of the internationally recognized hotel brand's reservation network. The hotel will feature a number of public amenities, including a street front restaurant and lounge, banquet/meeting rooms, and a roof top bar with panoramic views of Bald Mountain and Dollar Mountain; there is no other publicly accessible rooftop space in Ketchum city limits with a similarly large footprint (approximately 1,672 2,035 net square feet of roof-top Bar Patio on Level 04 03 and 3,008 1,425 net square feet of roof-top Bar Terrace on Level 03 02) or that has 280-degree views and is operational in all four seasons. The hotel will also provide on-site employee housing, with a minimum of 23 30 beds, in a mix of traditional apartments and dorm style apartment units.</i></p> <p><i>The hotel's inclusion of on-site employee housing will result in the project providing more on-site for employees than any other development in Ketchum city limits and the mix of housing unit styles (12 suites and 2 bunk rooms) will, as conditioned herein in §4.10, accommodate employees at different life stages and career stages (seasonal vs. long-term, full-time). Further, although the employee units are located on Lower Level 1 3 and Lower Level 2, which are partially below grade on the River Street portion of the building, because the grade of the site drops toward the south all employee units are above grade.</i></p>

Compliant			City Standard & Finding	
Yes	No	N/A	KMC Section	City Standard & Findings
				<p>If the rooftop bar and lower floor employee housing units were removed from the project (or if the employee housing were located in a basement) the benefits of this project to the community would be lessened; the employee housing and roof-top amenity comprise approximately 12,883 20,000 square feet of the approximately 131,881 140,000 gross square foot development. Due to the site constraints, the allowance for waivers from the typical standards of the code is what makes inclusion of these public benefits truly benefits, and is what makes these benefits possible.</p> <p>Accordingly, the Council finds the PUD process as having a beneficial effect not normally achieved by standard development.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.08.080.D	The development shall be in harmony with the surrounding area.
			<i>Finding</i>	The Council finds this Project to be in harmony with the surrounding area. Details of this finding are presented jointly with KMC §16.08.080.B (above).
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.08.080.E	<p>1. Densities and uses may be transferred between zoning districts within a PUD as permitted under this chapter, provided, the aggregate overall allowable density of units and uses shall be no greater than that allowed in the zoning district or districts in which the development is located. Notwithstanding the above, the commission may recommend waiver or deferral of the maximum density and the council may grant additional density above the aggregate overall allowable density only for projects which construct community or employee housing and which:</p> <ul style="list-style-type: none"> a. Include a minimum of thirty percent (30%) of community or employee housing, as defined in section 16.08.030 of this chapter; and b. Guarantee the use, rental prices or maximum resale prices thereof based upon a method proposed by the applicant and approved by the Blaine County housing authority and/or the Ketchum city council. <p>2. Application for waiver or deferral of this criteria shall include a description of the proposed community or employee housing and the proposed guarantee for the use, rental cost or resale cost.</p>
			<i>Finding</i>	N/A. The Applicant is not requesting any density transfers.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.08.080.F	<p>The proposed vehicular and nonmotorized transportation system:</p> <ul style="list-style-type: none"> 1. Is adequate to carry anticipated traffic consistent with existing and future development of surrounding properties. 2. Will not generate vehicular traffic to cause undue congestion of the public street network within or outside the PUD. 3. Is designed to provide automotive and pedestrian safety and

Compliant			City Standard & Finding	
Yes	No	N/A	KMC Section	City Standard & Findings
				<p>convenience.</p> <p>4. Is designed to provide adequate removal, storage and deposition of snow.</p> <p>5. Is designed so that traffic ingress and egress will have the least impact possible on adjacent residential uses. This includes design of roadways and access to connect to arterial streets wherever possible, and design of ingress, egress and parking areas to have the least impact on surrounding uses.</p> <p>6. Includes the use of buffers or other physical separations to buffer vehicular movement from adjacent uses.</p> <p>7. Is designed so that roads are placed so that disturbance of natural features and existing vegetation is minimized.</p> <p>8. Includes trails and sidewalks that create an internal circulation system and connect to surrounding trails and walkways.</p>
			Finding	<p><i>Attachment B includes documents from the Applicant that address how vehicular and pedestrian traffic will circulate in and around the proposed Project. Included in Attachment B is an SH75 ingress/egress diagram and associated access analysis addressing safety, aesthetics, grading limitations, and Trail Creek Impacts, which was requested by a member of the public, duly analyzed by the Council, and determined by the Council after hearing from the project engineer, as well as the city independent traffic engineering consultant as not being in the public interest. No operational issues are found to exist with Project vehicular ingress / egress being on River Street with acceptable LOS noted for each circulation component (parking garage access, hotel pick-up/drop-off, and SH75 approaches). See AECOM memo in Attachment C. Foremost of these exhibits is the detailed traffic impact study (TIS) prepared by Hales Engineering, which AECOM (on behalf of the city) has provided a peer analysis. Attachment B also includes River Street Public ROW Civil Plan Encroachment Options 1 and 2 that feature the Applicant's circulation plan, sidewalk improvements, and proposed snowmelt system for the Project. Finally, Attachment A includes two excerpts of professional studies. The first is an excerpt from the Idaho Transportation District (ITD) Record of Decision (ROD) and proposed Fiscal Year 2025 (FY25) road improvements to State Highway 75 (SH75) adjacent the property between the Trail Creek Bridge and River Street. These include a 3-lane urban section with curb, gutter and sidewalk. Importantly, the middle lane features a left turn lane for north bound traffic on SH75 that would permit adequate queuing and protected westbound (WB) turning movement onto River Street and the Project. The second excerpt is from Vitruvian and references a city-sponsored recommendation to upgrade the unsignalized crossing at SH75/River Street (north-side of intersection between Limelight Hotel and the Best Western) with a Rectangular</i></p>

Compliant			City Standard & Finding	
Yes	No	N/A	KMC Section	City Standard & Findings
				<i>Rapid Flashing Beacon (RRFB) to enhance pedestrian safety. After receiving input from ITD, as shown in Attachment A.4., including the August 8, 2019 Minutes of the Ketchum Transportation Authority, KCC recommends that enhancements to pedestrian safety are better accommodated with a HAWK system on River Street than an RRFB system. Also proposed to improve vehicular level of service (LOS) movements is making east bound (EB) and WB River Street at the intersection with SH75 right turn only movements (signing and striping required). To further reduce traffic and to meet City sustainability goals, as expressed throughout the Ketchum Comprehensive Plan, the operation of the hotel will integrate strategies to reduce vehicular impact on Ketchum's streets from this Project. These include strategies such as a Guest Shuttle (airport and to local destinations), Employee Car Share Program, and Employee Transit Passes. As conditioned herein, the Council finds this standard to have been met. The Project will be adequately served by necessary vehicular and nonmotorized transportation systems.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.08.080.G	<p>The plan is in conformance with and promotes the purposes and goals of the comprehensive plan, zoning ordinance, and other applicable ordinances of the city, and not in conflict with the public interest:</p> <ol style="list-style-type: none"> Pursuant to subsection 16.08.070D of this chapter, all of the design review standards in chapter 17.96 of this code shall be carefully analyzed and considered. This includes detailed analysis of building bulk, undulation and other design elements. The site plan should be sensitive to the architecture and scale of the surrounding neighborhood. The influence of the site design on the surrounding neighborhood, including relationship of the site plan with existing structures, streets, traffic flow and adjacent open spaces, shall be considered. The site design should cluster units on the most developable and least visually sensitive portion of the site.
			Finding	<i>As previously set forth in the findings for KMC §16.08.080 subsections B, D and F (above), the Project as conditioned, will be adequately served by necessary vehicular and nonmotorized transportation systems and will be in harmony with the surrounding area. The Project will pay applicable fees, from Local Option Taxes (LOT) for construction materials to applicable building permit fees and impact fees for such items as water and sewer connections. Further, details have been added as conditions of approval to assure that Marriott or other reward stays pay LOT to the city. Pursuant to KMC §16.08.070.D, all of the design review standards set forth in KMC §17.96 are conditionally attached to the City's approval of the Planned Unit Development and are memorialized in the Project Development Agreement. Staff has analyzed and the Council has found, as noted in Attachment A, Staff Analysis Project Compliance</i>

Compliant			City Standard & Finding	
Yes	No	N/A	KMC Section	City Standard & Findings
				<p>with the Ketchum Comprehensive Plan subsection, that the Project both conforms with and promotes the purposes and goals of the comprehensive plan. As noted in Attachment B and the Applicant's site design drawings, Project massing has been carefully designed with a four-story bench design on River Street that terraces down (southward) to follow the topography drop from River Street to Trail Creek. Subject terraces then become gathering spots for guests and the public to enjoy the outdoor and take in the scenic views from the hotel. As noted by the Applicant, "the massing also provides for a façade that steps in and out of plane, which is enhanced by a layer balconies and articulation of those forms. The building pulls back over 35' from Trail Creek and has minimal visual impact on Forest Service Park." The building footprint near the front property line is confined to a 5' setback 15' from off of the River Street frontage where it has an appropriate relationship to the sidewalk and street scape. The footprint is then pulled back to respect the riparian setback along Trail Creek to minimize the impact of the new building adjacent to a natural feature. Site landscape design has been designed to complement the bench topography and creek bank features of the site." As conditioned herein, this standard has been met.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.08.080.H	<p>The development plan incorporates the site's significant natural features.</p> <p>Finding Three significant natural features are recognized by the Council, including: the site's location on a bench; Trail Creek along the south property line; and, the 360 degree scenic views from the site including Bald Mountain and Dollar Mountain. The hotel has been designed to step down, following the bench topography, creating rooftop terraces and public spaces that take advantage of solar orientation and available views. The landscape plan includes pedestrian pathways for hotel guest and the public to access Trail Creek viewpoint areas set outside of the riparian zone setback. As conditioned herein, this standard has been met and the Master Plan is found to properly incorporate the site's significant natural features.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.08.080.I	<p>Substantial buffer planting strips or other barriers are provided where no natural buffers exist.</p> <p>Finding As noted in Table 2 and KMC §17.12.040, 21,825 21,362 square feet of the property will remain open space, which is approximately forty-six percent (46%) forty-three percent (45%) of the 47,591 square foot site. The Project has greater than the required thirty-five percent (35%) minimum open space set forth in the KMC for the Tourist Zoning District. Three notable buffer strips that benefit the public are proposed. The first is the twenty-five foot (25') setback from SH75/Main Street that will be landscaped. Subject setback, as set forth in Attachment B, averages 31.3' thirty-nine feet (39'). Portions of this area are proposed to include an outdoor dining patio toward the intersection of Main Street and River Street and will have landscape and architectural barriers such as raised planters, raised water features, and architecturally integrated railings separating the dining patio from the street. The second buffer is a twenty-five foot (25')</p>

Compliant			City Standard & Finding	
Yes	No	N/A	KMC Section	City Standard & Findings
				<i>Riparian Easement along with a ten foot (10') Utility Easement that combine to create a thirty-five foot (35') setback from the property line adjacent Trail Creek. The third design element includes the placement of a buffer landscape island between the hotel's Porte Cochere drive along River Street. Given the significant public amenities integrated into the hotel design and invitation of the public into the building, the Council finds a favorable exchange to exist with details to be enumerated in the pending River Street encroachment permit request by the applicant. This design element is subject to a separate Encroachment Permit application that will be reviewed by Council concurrently with the PUD. As conditioned herein, this standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.08.080.J	Each phase of such development shall contain all the necessary elements and improvements to exist independently from proposed future phases in a stable manner.
			Finding	<i>As set forth in Attachment B, the Applicant proposes to develop the Project in a single phase. To assure that that the development contains all the necessary elements and improvements to exist in a stable manner, the Council finds this standard (KMC §16.08.080.J) to be met, provided as a conditioned of the issuance of any Building Permit for the construction of the Project that an appropriate project completion assurance (e.g., an irrevocable letter of credit on a bank acceptable to the City in an amount equal to 130% of engineering estimates of the Master Plan) and relevant fees, such as building permit and impact fees, be provided to the satisfaction of the Council.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.08.080.K	Adequate and usable open space shall be provided. The applicant shall dedicate to the common use of the homeowners or to the public adequate open space in a configuration usable and convenient to the residents of the project. The amount of usable open space provided shall be greater than that which would be provided under the applicable aggregate lot coverage requirements for the zoning district or districts within the proposed project. Provision shall be made for adequate and continuing management of all open spaces and common facilities to ensure proper maintenance.
			Finding	<i>As previously noted, 21,825 21,362 square feet of the property will remain open space, which is approximately 45% forty-six percent (46%) of the 47,591 square foot site. Further, subject rooftop bar also includes patio space plus an additional 3,000 1,425 net square feet of landscaped terrace area devoted to public use. The open space, <u>green roofs and patios that are</u> provided exceeds the requirement by more than 8% eleven percent (11%), which is an amount "greater than that which would be provided under the applicable aggregate lot coverage requirements for the zoning district or districts within the proposed project." The Council finds that subject open space is both adequate and useable and complemented by the Project's addition of the outdoor roof top bar space with adjacent living garden terrace, which is available to the public and managed and maintained by the Project.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.08.080.L	Location of buildings, parking areas and common areas shall

Compliant			City Standard & Finding	
Yes	No	N/A	KMC Section	City Standard & Findings
				<p>maximize privacy within the project and in relationship to adjacent properties and protect solar access to adjacent properties.</p> <p>Finding <i>The Council has reviewed the Applicant's response to this standard of evaluation, including reference to its sun study and height analysis/compatibility view drawings as set forth in Attachment B, and generally concurs with the finding that "The Ketchum Boutique Hotel is configured along a northwest spine that has allowed for the building's mass to be pulled back from the roadway view corridor leading to Main Street. All onsite parking is contained below grade and will have no visual impact on the site. The hotel features an interior courtyard located on level 2 that faces south, the courtyard will be hotel's 'private' exterior amenities space that is reasonably shielded from the view of most adjacent properties. The hotel features many architectural balcony elements that serve to create another layer of structure between the guests and the exterior, enhancing a sense of a perimeter of privacy in those guest rooms. The Sun Studies provided ... demonstrate that the massing of the hotel will have very minimal shade impact on adjacent buildings, only during the December studies do any shadows from the hotel intrude appreciably on any adjacent properties, and in those cases the shadow impacts from [the PEG Ketchum] hotel are not any more intrusive than the affected buildings have on their adjacent neighbors." As conditioned herein, the Council finds this standard to have been met.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.08.080.M	<p>Adequate recreational facilities and/or daycare shall be provided. Provision of adequate on site recreational facilities may not be required if it is found that the project is of insufficient size or density to warrant same and the occupant's needs for recreational facilities will be adequately provided by payment of a recreation fee in lieu of such facilities to the city for development of additional active park facilities. On site daycare may be considered to satisfy the adequate recreational facility requirement or may be required in addition to the recreational facilities requirement.</p> <p>Finding <i>Programmed recreation facilities within the Project, as depicted in Attachment B, include a 1,002,039 square foot fitness center and a 3,277 3,301 square foot outdoor terrace, including hot tubs. The Council finds these on-site guest amenities to adequately meet the recreational needs appropriate to the scale of the Project. In addition, the Council finds that the proposed use, inclusive of the employee housing units, does not warrant the provision of on-site daycare services.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.08.080.N	<p>There shall be special development objectives and special characteristics of the site or physical conditions that justify the granting of the PUD conditional use permit.</p> <p>Finding <i>As noted in the Gateway Study set forth in Attachment A, the City of Ketchum has established special development objectives for the four corners surrounding the intersection of River Street/SH75. The Council has reviewed and analyzed this Study and recognizes subject</i></p>

Compliant			City Standard & Finding	
Yes	No	N/A	KMC Section	City Standard & Findings
				<i>Project Site is on a bench with approximately 37 feet of grade change and without the PUD process would unlikely be developable as a hotel as it would have to have one building along River Street, and a second building at the bottom of the hotel accessible via SH75 Street. This latter access is not desirable for site visibility and safe ingress/egress as attested to by the city's independent traffic consultant upon review of project development drawings, Hales access memorandum, and ITD highway specifications. Accordingly, the Council finds there to be special development objectives and special characteristics of the site and its physical conditions that justify the granting of the PUD conditional use permit.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.08.080.O	The development will be completed within a reasonable time.
			Finding	<i>As set forth in the Applicant's submittal, as set forth in <u>Attachment B</u>, a Spring 2020 construction start and an Autumn 2021 opening are proposed. Similar to the Council's finding on KMC §16.08.080.J, the Council finds this standard is met; provided that a project completion assurance agreement is entered into between the Applicant and City Council for the Project prior to the issuance of any Building Permit for the construction of the Project.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.08.080.P	Public services, facilities and utilities are adequate to serve the proposed project and anticipated development within the appropriate service areas.
			Finding	<i>Street, water, sewer, and fire personnel have met with the Applicant and found that adequate city services are available to serve the Project. See <u>Attachment C</u> for details on various departmental reviews. The Applicant and the City have also met with ITD regarding the Project and, as conditioned herein, is requesting improvements be installed by the Applicant at the intersection of SH75/River Street as a condition of Certificate of Occupancy. Formally, this will occur upon acceptance by ITD of a specific Encroachment Permit application submitted by the Applicant in conjunction with city recommendations to ITD for approval. Prior to building permit issuance, the Applicant will need will-serve letters from other utility providers (gas, electric, waste and recycling). To date, no issues of service have been identified. The payment of impact, local option tax, and building permit fees pursuant to approved city schedules are required. The Council finds this standard has been met. Subject to the conditions set forth herein, public services, facilities and utilities are adequate to serve the Project and anticipated development within this area.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.08.080.Q	The project complies with all applicable ordinances, rules and regulations of the city of Ketchum, Idaho, except as modified or waived pursuant to this section
			Finding	<i>KMC §16.08.080 Subsections G and Q both stipulate that the Project conform with and promote the purposes of applicable ordinances and not conflict with the public interest. This Project involves six (6) interrelated permits (floodplain, subdivision, design review, PUD, CUP, and a development agreement), as well as encroachment permits that will be required for SH75 from ITD and for River Street from the Ketchum City Council. Each of these eight (8) sets of approvals, as</i>

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

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

Compliance with Zoning Standards				
Compliant			City Standard & Finding	
Yes	No	N/A	KMC Section	City Standard & Findings
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.040	Minimum Lot Area: 9,000 square feet minimum.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.040	Building Coverage Finding As set forth in Attachment B, 21,825 21,362 square feet of the property will remain open space, which is approximately 45% forty six percent (46%) of the 47,249 square foot site. The Project has greater than the required thirty-five percent (35%) minimum open space set forth in the KMC for the Tourist Zoning District. The Council finds that this standard has been met.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.124.040	Permitted Gross Floor Area Ratio: 0.5 or greater for hotels

		<p>Finding</p> <p>The Council finds the Project meets the definition of hotel as set forth in KMC §17.08 and, as a consequence, is eligible to exceed listed FAR consistent with the Council's previous finding within Table 1, KMC §17.08.080, subsections B and D. A FAR of 1.91.57 is proposed for the hotel, which incorporates employee housing and other public amenities within the Project. Significantly, the Council has reviewed the Attachment B Subarea Analysis and two Attachment A documents - the Gateway Study and a Comparative Hotel PUD Summary Chart. The Council finds the proposed hotel is both by design and use consistent with envisioned plans for the corner of SH75 and River Street. The FAR of the Project is significantly less than the CC-Limelight Hotel and Tourist Zone Bariteau Project – neither of which incorporate community housing on the hotel site. The Project Site was defined as Site 2 in the 2007 Gateway Scale and Massing Study and was identified as a priority urban infill site for potential hotel development. As such, the Property is in the Ketchum Urban Renewal District (KURA) Revenue Allocation Area. The allowance of a 1.571.9 FAR, as herein conditionally approved by the Council, is warranted due to special development objectives and special characteristics of the site and its physical conditions. In reaching this finding, the Council finds that the proposed FAR, as stipulated, will not be detrimental to the public welfare, health and safety nor injurious to property owners in the immediate area.</p>
--	--	---

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>17.124.040</p> <p>Finding</p>	<p>Permitted Gross Floor Area Ratio: 0.5 or greater for hotels</p> <p>The Council finds the Project meets the definition of hotel as set forth in KMC §17.08 and, as a consequence, is eligible to exceed listed FAR consistent with the Council's previous finding within Table 1, KMC §17.08.080, subsections B and D. A FAR of 1.57 1.9 is proposed for the hotel, which incorporates employee housing and other public amenities within the Project. Significantly, the Council has reviewed the Attachment B Subarea Analysis and two Attachment A documents - the Gateway Study and a Comparative Hotel PUD Summary Chart. The Council finds the proposed hotel is both by design and use consistent with envisioned plans for the corner of SH75 and River Street. The FAR of the Project is significantly less than the CC-Limelight Hotel and Tourist Zone Bariteau Project – neither of which incorporate community housing on the hotel site. The Project Site was defined as Site 2 in the 2007 Gateway Scale and Massing Study and was identified as a priority urban infill site for potential hotel development. As such, the Property is in the Ketchum Urban Renewal District (KURA) Revenue Allocation Area. The allowance of a 1.57 1.9 FAR, as herein conditionally approved by the Council, is warranted due to special development objectives and special characteristics of the site and its physical conditions. In reaching this finding, the Council finds that the proposed FAR, as stipulated, will not be detrimental to the public welfare, health and safety nor injurious to property owners in the immediate area.</p> <p>Subject to the approval of the PUD application with conditions as noted herein, the Council finds that the Project FAR warrants a waiver and, as a result, complies with this provision of the Tourist Zoning District.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>17.12.040</p> <p>Finding</p>	<p>Building Height Maximum Permitted: 35' or greater for hotels</p>
				<p>The Project proposes to exceed the thirty-five foot (35') height limit, which is permissible subject to the city's fourth floor hotel use allowance in the Tourist Zoning District provisions, as set forth in KMC §17.124.040.B.3 and by reference KMC §17.124.050.A and B.6. Evidence in support of the Project height waiver up to seventy-two feet (72') from existing grade (and up to seventy-five feet as measured by the KMC definition of building height) and an interpretation that the "hotel" does not exceed four floors are as follows:</p> <p>(A) The Project site has a large slope from Trail Creek at the south end of the lot to the north end along River Street. The hotel is proposed as a four-story structure on River Street, and step / terrace down to three and then two stories nearest floors along Trail Creek.</p> <p>(B) The KMC does not specify the maximum height of a four-story building. Historic references in the KMC, as well as the top floor plate of the adjoining Limelight Hotel show the hotel fourth floor to equal approximately forty-eight feet (48') while</p>

				<p><u>the top of the Limelight hotel penthouse parapet is 73.5'.</u></p> <p>(C) <i>Maximum height of the building shall not exceed 48' when the building is measured from the highest elevation of the property (along River Street) or 72' when building height is measured from the lowest elevation of the property (along Trail Creek), forty-seven feet (47') along River Street or forty-one feet (41') closer to the river on the south end of the property, as depicted in the Attachment B Height Analysis.</i></p> <p>(D) <i>During the transition where the four-story building along River Street steps down approximately thirty feet (30') toward Trail Creek, the forty-eight foot (48') high 4-story building reads like 6-stories at seventy-two feet (72') high. This is permissible consistent with KMC §16.08.020.B and desirable as follows: first, the height of the building at subject central location is below the forty-eight (48') forty-eight (48') forty-eight (48') 4-story horizontal plane established by precedent and with the top of the fourth floor at the adjacent Limelight; second, the Council recognizes that in this central location of the structure, that the 4-stories of hotel use are sandwiched between two public amenities (employee housing and a roof top bar for the public). The unique characteristics of the site at this location, where the existing grade drops quickly in the center of the site, result in a portion of the building having a taller element of seventy-two feet (72') as measured from existing grade. The Council finds this consistent with general finding #3 herein and KMC §16.08.020.B, “[i]n the event of conflict between this PUD chapter and any other ordinance of the city, this PUD chapter shall control.”</i></p> <p>(E) <i>In comparison to both the Limelight and approved Bariteau hotels on opposing corners, the height of the proposed Boutique Hotel is lower and more closely aligned to the fourth floor of each building.</i></p> <p>(F) <i>The Attachment A Gateway Study and Attachment B Subarea Analysis indicate that the proposed hotel is both by design and use consistent with envisioned plans for the corner of SH75 and River Street.</i></p> <p><i>and,</i></p> <p>(G) <i>Further, the proposed hotel project is consistent with current Tourist Zoning District zoning allowances for hotels. Each of the attendant uses, including restaurant/bar, meeting rooms, and employee housing are also permitted in the Tourist Zoning District. The Project proposes a height waiver for hotels in the Tourist Zone District and, subject to approval of the PUD application with conditions as noted herein, complies with this zoning standard.</i></p>
--	--	--	--	---

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

Table 3: Conditional Use Permit Standards Analysis

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

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

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

2.4 Findings Regarding Applicant’s PUD Bulk Area Waivers:

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

**III.
CONCLUSIONS OF LAW**

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

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

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

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

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

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

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

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

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

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

4.2.3 River Street Encroachment Permit Improvements. KMC §17.96.030.C states: “The City Council shall approval all permanent encroachments within the City-owned ROW associated with a development project.” Applicant has made application as a part of the Project to the City for a license to encroach into the River Street Public Right of Way (“River Street ROW”) with a preference for Civil Plan Option 1, as set forth in the 1/21/20 design update Attachment B, which includes the following improvements: guest pick-up/drop-off, underground utilities, landscaping, street trees with decorative tree grates, public art, bike racks, sidewalks, pedestrian walkway lighting, and street lighting, and related improvements along River Street, pursuant to KMC §12.08.040. Further, the Applicant proposes that all walkway and driving surfaces within this encroachment area be hooked into its private boiler or similar snowmelt system within the Project mechanical room. The snow melt system is proposed to be operational every winter after the Hotel Operations begins operations. Final approval of the River Street ROW improvement plans is required and is subject to review and approval by the Ketchum City Council through a separate encroachment agreement. If approved via separate City encroachment process, such order or decision on encroachment, including any and all conditions thereon, is hereby incorporated by reference and made a part of these findings.

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

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

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

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

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

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

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

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

- 4.4.1 Pursuant to KMC §17.96.090, the **Design Review Permit No. P 19-0** is valid for twelve (12) months from the date of final decision on the associated Findings of Fact, Conclusions of Law, and Decision. The Application for the Project building permit must be filed within the time as specified in KMC §17.96.090(A)(2). Any extension shall only be as allowed and specified in KMC §17.96.090.
- 4.4.2 Unless extended by the Ketchum City Council, a building permit shall be issued within twelve (12) months from the date of the last issued Permit.
- 4.4.3 A certificate of occupancy shall be issued for the Project no later than 18 months after the building permit is issued unless the time for completion of the Project is extended by the City Council.
- 4.5 **Certificate of Occupancy:** No Certificate of Occupancy shall be issued for the use and occupancy of this Project until the following items are complete:
- 4.5.1 All Design Review elements of the Project have been completed and approved by the Planning & Building Department; and
- 4.5.2 All occupancies in the Hotel Project (residential, commercial, etc) comply, at minimum, with representations of the Applicant as set forth in its 1/21/20 design update Sustainability Integration representations (building system / geothermal, high performance building and site, material and product sustainability assessment), as well as the City of Ketchum Green Building Code provisions set forth in KMC §15.20, consistent with the recommendations of the Planning & Zoning Commission during Project Design Review; and
- 4.5.3 All proposed encroachments within the City's River Street right-of-way have been installed in accordance with the Project Master Plan and approved by the City Engineer; and
- 4.5.4 All rooftop mechanical and electrical equipment is fully screened from public vantage points and approved by the Planning & Building Department; and
- 4.5.5 The City's Fire, Utilities, Building, Arborist, Streets, and Planning Departments have conducted final inspections and authorized issuance of Certificate of Occupancy; and
- 4.5.6 Prior to Certificate of Occupancy, a Parking Plan verifying **free public use, validation processes for determining parking charges (if any) for the public and of the thirteen (13) six (6) displaced public parking spaces**, and other details at the discretion of the City, shall be provided and approved by Ketchum City Council for the **Project Parking Garage**.

- 4.6 City Permit Performance Fees:** The Applicant shall be charged and shall pay the City Permit Performance Fees for the administration of the City's performance of the *Permit Conditions Acceptance Development Agreement*.
- 4.7 Conditions to Applicant's Obligations.** The Applicant's obligations hereunder are conditioned upon (1) receiving all the referenced approvals from the City and (2) securing financing as provided in the *Permit Conditions Acceptance Development Agreement*.
- 4.8 Drainage.** Project Drainage system plans shall be submitted to the City Engineer for review and approval. Pursuant to KMC §17.96.060.C, all storm water shall be retained on site, drainage improvements constructed shall be equal to the length of the Subject Real Property boundary lines, and all drainage facilities shall be constructed per City standards. All drainage improvements shall meet the applicable design criteria as specified in KMC §12.04.030.
- 4.9 Utilities Plan:** The Applicant shall submit a Project Utility Plan indicating the location and size of water and sewer mains as well as gas, electric, TV and phone services (KMC §17.96.040.C.2c & KMC §17.96.060.D.1-3). Per KMC §17.96.060.D.2, utilities shall be located underground and utility, power, and communications lines within the Project Site should be concealed from public view.
- 4.10 Employee Housing Units.** The Applicant shall either maintain or enter into a master lease with the Hotel Operator for apartment units within the Developed Project containing not less than 3023 beds, as materially set forth in the 1/21/21 employee housing plan design update set forth in Attachment B, and thereby fulfill and satisfy the employee housing obligation of this Project consistent with the KMC.
- 4.10.1** Notwithstanding, consistent with the recommendations of the BCHA and the Commission, the Applicant may as part of the Design Review process seek to amend the employee housing plan configurations to have fewer shared bedroom configurations, improved bathroom to bed ratio, and more individual or couple employee housing suites; and
- 4.10.2** All leased apartment units must be subleased, assigned or otherwise made available to employees of the Hotel Operator on terms and conditions that emphasize the retention of a local workforce consistent with Blaine County Housing Authority (BCHA) community housing guidelines, and providing employee housing at a price point that is commensurate with its employees' ability to pay, determined by it in the exercise of its discretion. The Applicant may enter into a master lease with the Hotel Operator for apartment units containing thirty (30) twenty-three (23) beds and thereby fulfill and satisfy the employee housing obligation of this Project consistent with KMC §17.124.050.

4.10.3 All leased apartment units must be subleased, assigned or otherwise made available to employees of the Hotel Operator on terms and conditions determined by it in the exercise of its discretion consistent with the goals of retaining a local workforce and adhering to the BCHA community housing guidelines.

4.10.4 Apartment leases and the management of this covenant of the developer to provide employee housing in the hotel are subject to annual recertification audits by the City and / or its designee. A fee established by resolution of the City may be charged for this service and associated compliance and monitoring activities.

4.11 Hotel Operations. The core feature of the Project is a hotel building operated at an industry acknowledged Four Star Hotel Operations Standard. Adherence to a Four-Star Hotel Operations Standard, particularly during Peak Travel Season, affects the sufficiency of on-site parking and traffic circulation in the immediate vicinity of the Project and is a requirement of the occupancy and use of the Developed Project.

4.12 Lower Parking Demand and Traffic Impacts. To assure that the Applicant and/or Hotel Operator provides guest shuttle, employee shuttle, car share program, transit passes, carpool program, and alternative transportation (such as bike storage for employees), and strict monitoring and management of deliveries and garbage pick-up, as set forth in §4.13, the Applicant and/or Hotel Operator shall include in the irrevocable letter of credit a Lower Parking Demand and Traffic Impacts amount of fifty thousand dollars (\$50,000) for a period of not greater than five (5) years upon which the City Council may request a draw to cover the City's costs in the mitigation of lowering traffic impacts and/or parking demands associated with the Applicant and/or Hotel Operator's failure to comply.

4.13 Parking & Loading. The Applicant shall present a Project Parking Plan for review and consideration by the Commission as part of its full Design Review Submittal. Prior to Certificate of Occupancy, a Project Parking Plan verifying public use, validation processes for determining parking charges (if any) for the public and the thirteen (13) ~~six (6)~~ displaced public parking spaces, and other details at the discretion of the City, shall be provided and approved by Ketchum City Council for the Project Parking Garage. The Project has a total of 90 100 parking spaces. Of those 90 100 spaces, 66 69 spaces are required for the Four-Star Hotel Operations Standard, 14 spaces are required for employee housing, 1 space is required for the restaurant/bar, and 613 are required for the public to mitigate displaced public parking spaces from River Street. Of this total, not less than:

4.13.1 Fourteen (14) stalls shall be allocated for employee housing, inclusive of at least one (1) car share vehicle; and

4.13.2 Thirteen (13) ~~Six (6)~~ underground parking stalls will be available to the general public at no charge to the public while visiting the property or using the conference center, spa, restaurant and bar. Subject to city final approval, a validation system may be employed by the Applicant and/or Hotel Operator

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

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

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

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

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

Neil Bradshaw, Mayor
City of Ketchum

Robin Crotty, City Clerk

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



City of Ketchum

January 21, 2020

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Take Specific Actions to Facilitate a New Tax Credit Application for Deed Restricted Housing at 480 East Avenue (City Hall)

Recommendation and Summary

The Mayor is recommending the Council take the following actions to facilitate a tax credit application for a new affordable rental housing project and adopt the following motions:

1. I move to extend Contract 20370 with GMD Development until February 2021.
2. I move to extend Option to Lease Agreement 20373 between Ketchum Community Development Corporation (KCDC) and the City of Ketchum until February 2021.
3. I move to authorize use of Housing In-Lieu Funds in the amount of \$32,639.47 to reimburse KCDC for the 2019 tax credit application expenses.
4. I move to authorize use of Housing In-Lieu Funds to pay the City's 2020 application, permit and impact development fees for the deed restricted housing units.

The reasons for the recommendation are as follows:

- In 2019 KCDC and GMD Development submitted a tax credit application for a workforce housing development at the City Hall site. The application was not approved however, there may be an opportunity to submit a new application in 2020.
- To facilitate submittal of a new application, the existing agreement with GMD Development and the Lease with KCDC need to be extended.
- The goals of Ketchum Comprehensive Plan state the City of Ketchum should support affordable housing programs established by other non-governmental agencies, the recommended actions further this goal.

Introduction and History

In July of 2019 the City Council approved Contract 20370 with GMD Development and Option to Lease 20373 with KCDC to facilitate submittal of a tax credit application for workforce housing at 480 East Avenue (City Hall). Unfortunately, the tax credit application was not approved by the Idaho Housing and Finance Association (IHFA). Based on discussions with IHFA, it may be advantageous to submit a new tax credit application in 2020. To facilitate this possibility, the contract and option to lease need to be extended.

A tax credit application requires a detailed submittal and expenditure of funds. KCDC worked with GMD Development to prepare the application materials. GMD Development and KCDC split the application costs 50/50. In July 2019 the City Council authorized use of Housing In-Lieu Funds to pay for the tax credit application expenses. KCDC is now requesting reimbursement for their portion of the application expenses in

the amount of \$32,639.47. In the event a new application is filed in 2020, Council is being asked to authorize use of Housing In-Lieu funds to off-set application expenses and to support project costs in the event the application is approved.

Analysis

Any tax credit application must include evidence GMD Development and KCDC have authorization to use the development property. The lease option is similar to the agreement the City entered into for the Northwood Place II tax credit application. The initial term was limited to February 1, 2020 and is proposed to be extended until February 1, 2021. If the second tax credit application is approved, another lease will be prepared for a 99-year period.

Tax credit applications are highly competitive and based on a point system. To gain more points and reduce the overall cost of development, it is common for local jurisdictions to reduce or waive project development fees. Because development fees pay for the city's cost to process and inspect a project, it is recommended the Council again authorize use of Housing In-Lieu Funds for a new 2020 project to off-set the development and impact fees related to the deed restricted housing units in this project. This action will help make the application more competitive while supporting the city's costs to provide required services.

Site Control

As part of any new application submittal, the Mayor will provide a letter identifying the time frame GMD will have control of the site to initiate construction.

Financial Impact

There are sufficient funds in the Housing In-Lieu Fund to reimburse KCDC for the application costs. Other actions in this report will not result in a financial impact.

Attachments:

Extension of Contract 20370 with GMD Development
Extension of Lease Option 20373

EXTENSION OF INDEPENDENT CONTRACTOR AGREEMENT 20370 WITH GMD
DEVELOPMENT

This Professional Services Agreement ("Agreement") is made by and between the City of Ketchum, Idaho, an Idaho municipal corporation, organized and existing under the laws of the State of Idaho ("City"), and GMD Development ("Contractor") as represented by Gregory Dunfield, President and Owner of GMD Development.

RECITALS

Whereas, the City of Ketchum is pursuing development of community housing in the City of Ketchum, and;

Whereas, the City of Ketchum issued a Request for Qualifications on June 4th 2019, and;

Whereas, GMD Development was the only proposal submitted, and;

Whereas, GMD Development is well qualified to develop and deliver community housing in the City of Ketchum based on their experience and record of successful development projects within Ketchum and other communities,

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

AGREEMENT

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

1. SCOPE OF WORK:

Contractor will prepare and submit a Low Income Tax Credit Housing Application to the Idaho Housing and Finance Association at 480 East Avenue (Ketchum City Hall).

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

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

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

further understands that Contractor may be liable for self-employment (Social Security) tax to be paid by Contractor according to law.

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

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

7. WORKER'S COMPENSATION: Contractor shall maintain in full force and effect worker's compensation and employer's liability insurance for Contractor and any agents, employees, and staff that Contractor may employ, and provide proof to the City of such coverage or that such worker's compensation insurance is not required under the circumstances.

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

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

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

11. TERM OF AGREEMENT: This Agreement commenced on the date signed by the last party to the Agreement and shall be effective until February 1, 2021 ~~for one year~~ unless terminated by either party as set forth in this Agreement.

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

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

14. CHANGES: The City reserves the right to make changes from time to time in the scope of services to be performed hereunder. Such changes, including any increase or decrease

in Contractor's compensation, which are mutually agreed upon by and between the City and Contractor, shall be incorporated in written amendments to this Agreement.

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

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

17. TERMINATION OF AGREEMENT:

1. **FOR CAUSE DUE TO BREACH:** If Contractor shall fail to fulfill its obligations in compliance with the scope of work or if Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination. If this Agreement is terminated for cause, Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, Contractor shall not be relieved of liability to the City by virtue of any breach of this Agreement by Contractor, and the City may withhold any payments to Contractor for the purpose of setoff until such time as the exact amount of damages due the City from Contractor is determined. Contractor shall also provide the City all products or works of consulting generated to date of termination.

2. **TERMINATION BY THE CITY:** The City reserves the right to terminate this Agreement at any time, for any reason, by giving at least fifteen (15) days' notice in writing to Contractor. If this Agreement is terminated by the City as provided herein, Contractor shall be paid for the work performed prior to termination, less payment or compensation previously made. Contractor shall also provide the City all products or works related to this Project generated to date of termination.

3. **TERMINATION:** The obligation to provide further services under this Agreement may be terminated by Contractor upon thirty (30) days' written notice. Such termination shall be based upon substantial lack of performance by the City under the terms and conditions of this Agreement when said substantial lack of performance is through no fault of Contractor. If this Agreement is terminated by Contractor, Contractor shall be paid for services rendered and for reimbursable expenses incurred to the date of such termination.

18. NOTICES: Any and all notices required to be given by either of the parties hereto, unless otherwise stated in this Agreement, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

To CITY: City Administrator
City of Ketchum PO Box 2315
Ketchum, ID 83340

To CONTRACTOR: Gregory Dunfield
GMD Development
520 Pike Street Suite 1010
Seattle WA. 98101

18. DISCRIMINATION PROHIBITED: In performing the services required herein, Contractor agrees not to discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, or handicap. Violation of this section shall constitute a material breach of this Agreement and deemed grounds for cancellation, termination, or suspension of the Agreement by the City, in whole or in part, and may result in ineligibility for further work for the City.

19. STANDARD OF SERVICE: Contractor shall provide services as described in this Agreement. These services will be performed in accordance with generally accepted professional practices for the scope of this project. Contractor makes no other warranty either expressed or implied.

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

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

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

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

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

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

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

26. EFFECTIVE DATE: The effective date of this Agreement shall be the date signed by the last party of this Agreement.

27. DISPUTES: In the event that a dispute arises between the City and Contractor regarding application or interpretation of any provision of this Agreement, the aggrieved party shall promptly notify the other party to this Agreement of the dispute within ten (10) days after such dispute arises.

If the parties shall have failed to resolve the dispute within thirty (30) days after delivery of such notice, the parties agree to first endeavor to settle the dispute in an amicable manner by non-binding mediation before resorting to litigation. Should the parties be unable to resolve the dispute to their mutual satisfaction within thirty (30) days after such completion of mediation, each party shall have the right to pursue any rights or remedies it may have at law or in equity.

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

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

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

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

CITY OF KETCHUM

CONTRACTOR

By: _____
Neil Bradshaw
Mayor

By: _____
Gregory Dunfield

DATE: _____

DATE: _____

ATTEST:

By: _____
Robin Crotty
City Clerk

DATE: _____

OPTION TO LEASE 20373

THIS OPTION TO LEASE (the "Agreement") is made and entered into by and between the CITY OF KETCHUM, an Idaho municipal corporation ("CITY") and THE KETCHUM COMMUNITY DEVELOPMENT CORPORATION, an Idaho nonprofit corporation ("Contractor").

RECITALS

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

WHEREAS, the Contractor is an Idaho nonprofit corporation duly organized and existing under the laws of the State of Idaho; and

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

WHEREAS, it is deemed in the best interest of the City to acquire, by contract, certain services to be performed by the Contractor.

WHEREAS, the City is the owner of certain Real Property as identified in Exhibit A;

WHEREAS, the City desires to contribute the use of the property through a long term lease at below market consideration to pursue the long term use of this property for community housing ;

WHEREAS, the KCDC, in conjunction with GMD Development intends to make application to the Idaho Housing and Finance Association for tax credits in August 2018;

WHEREAS, if awarded tax credits by the Idaho Housing and Finance Association, the City will accept a lease of 99 years for the amount of \$1, to be paid by the Contractor.

WHEREAS, ~~the first is~~ Option to Lease ~~was to~~ expires on February 1, 2020;

WHEREAS, the City is prepared to extend the Option to Lease until February 1, 2021;

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

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

2. The Services. The Contractor shall pursue a tax credit housing project for the site identified in Exhibit A, including all necessary studies, architectural documents and other

services as needed in order to make an application to the Idaho Housing Finance Association for a tax credit housing project (collectively, these studies are referred to as the “Services”).

3. Negotiation Priority. As consideration for the performance of the Services, in the event the Tax Credit application is approved by the Idaho Housing and Finance Association, the City shall grant a 99 year lease for the amount of \$1 dollar for the Real Property identified in Exhibit A to the Contractor and imposes an obligation of the City to negotiate in good faith a final lease agreement to lease the subject property for a Tax Credit project. The City shall not negotiate with other parties during the term of this option to lease.

4. Time of Performance. Contractor shall provide the Services prior to February 1, ~~2021~~ ~~2020~~, beginning on the date this Agreement is signed. Contractor shall report to the City on the results of the feasibility studies and make recommendations as to how to proceed.

5. Independent Contractor. The City and Contractor hereby agree that Contractor shall perform the Services exclusively as an independent contractor 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 independent contractor. Contractor, its agents and employees 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 City 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, its agents and employees; and Contractor hereby releases, holds harmless and agrees to indemnify City 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.

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

7. Notice. All notices, requests, demands or other communication required or provided for under this Agreement, other than instructions given by City pursuant to

Paragraph 2 herein above shall be in writing. Notices to City and Contractor shall be addressed as follows:

CITY OF KETCHUM:

CITY OF KETCHUM
ATTN: CITY ADMINISTRATOR
POST OFFICE BOX 2315
KETCHUM, IDAHO 83340-2315

CONTRACTOR:

KETCHUM COMMUNITY
DEVELOPMENT CORPORATION
P.O. BOX 6452
KETCHUM, ID 83340

8. Non-Assignment. Contractor hereby acknowledges that City has agreed to enter this Agreement based in part on Contractor's unique skills and reputation for professional work. Accordingly, Contractor may not assign or transfer in any manner this Agreement or any of Contractor' right, title or interest in or to this Agreement without the prior written consent of City which may be withheld for any reason.

9. Amendments. This Agreement may only be changed, modified, or amended in writing executed by all parties.

10. Headings. The headings in the Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

11. 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.

12. No Presumption. No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of the document.

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

14. Entire Agreement. This Agreement contains the entire Agreement between the parties respecting the matters herein set forth and supersedes all prior Agreements between the parties hereto respecting such matter.

15. 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.

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

IN WITNESS WHEREOF, the parties have signed this Agreement the day and year first above written.

CITY OF KETCHUM
a Municipal Corporation

KETCHUM COMMUNITY
DEVELOPMENT CORPORATION,
an Idaho nonprofit corporation

By: _____
Neil Bradshaw, Mayor

By: _____
Charles Friedman, Board President

ATTEST:

Robin Crotty
City Clerk

ATTACHMENT A

City Hall Property: Lots 3 and 4 Block 45 of the Ketchum Original Town Site

Parking Lot: Lots W 75' of 7 and 8 Block 45 of Ketchum Original Town Site