



**CITY OF KETCHUM, IDAHO**

**\*\*SPECIAL MEETING\*\* CITY COUNCIL**

Monday, June 12, 2023, 4:00 PM

191 5th Street West, Ketchum, Idaho 83340

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**AMENDED AGENDA**

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- Submit your comments in writing at [participate@ketchumidaho.org](mailto:participate@ketchumidaho.org) (*by noon the day of the meeting*)

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

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

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

**COMMUNICATIONS FROM MAYOR AND COUNCILORS:**

1. Public comments submitted

**CONSENT AGENDA:**

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

2. Recommendation to approve minutes of May 15, 2023 – City Clerk Trent Donat
3. Authorization and approval of the payroll register – Treasurer Shellie Gallagher
4. Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills – Treasurer Shellie Gallagher
5. Recommendation to approve alcohol beverage licenses - Business & Tax Specialist Kelsie Choma

- [6.](#) Recommendation to Approve Right-of-Way Encroachment Agreement 22853 for placement of telecommunications infrastructure in the alley between Washington Ave and First Ave, and Wood River Dr and Second St - Project Manager Forsgren Associates Inc Robyn Mattison
- [7.](#) Recommendation to Approve Right-of-Way Encroachment Agreement 22856 for the placement of two electronic radar speed signs on S. Bigwood Drive - Project Manager Forsgren Associates Inc Robyn Mattison
- [8.](#) Recommendation to Approve Right-of-Way Encroachment Agreement 22855 for the placement of a new power pole with guy wire on 4th Avenue and Williams Street - Project Manager Forsgren Associates Inc Robyn Mattison
- [9.](#) Recommendation to approve Right-of-Way Encroachment Agreement 22864 for placement of a paver driveway on 120 Short Swing Lane Unit A - Project Manager Forsgren Associates Inc. Robyn Mattison
- [10.](#) Recommendation to authorize the Mayor to sign U.S. Forest Service First-Right-of-Refusal letter – City Administrator Jade Riley
- [11.](#) Recommendation to approve surplus resolution for police speed trailer – City Clerk & Business Manager Trent Donat
- [12.](#) Recommendation to approve Interim Budget Request for Ketchum Arts Commission – Ketchum Arts Commission City Liaison Eryn Alvey
- [13.](#) Recommendation to approve contracts 22858 and 22859 Art on Fourth Artist Loan Agreements – Ketchum Arts Commission City Liaison Eryn Alvey
- [14.](#) Recommendation to approve trademark license agreement 22860 with Sawtooth Brewery – Public Relations & Administrative Services Manager Lisa Enourato
- [15.](#) Recommendation to approve Purchase Order 23104 to purchase used vehicle for Parks & Recreation – Director of Recreation John Kearney
- [16.](#) Recommendation to approve Purchase Order 23101 to purchase vehicle for Facilities Maintenance Department – Facilities Maintenance Supervisor Juerg Stauffacher
- [17.](#) Recommendation to approve Purchase Order 23102 to purchase vehicle for Fire Department – Fire Chief Bill McLaughlin
- [18.](#) Recommendation to approve Purchase Order 23103 for two Positive Displacement Blowers for the Wastewater Reclamation Facility – Wastewater Division Supervisor Mick Mummert
- [19.](#) Recommendation to approve off-site street drainage facility location and maintenance agreement 22861 with Sun Valley Associates and St. Thomas Episcopal Church – City Administrator Jade Riley
- [20.](#) Recommendation to approve contract for services 22863 to establish Housing Navigation System - Housing Director Carissa Connelly
- [21.](#) Recommendation to approve Purchase Order 23106 for two Dell rugged laptops - Fire Chief Bill McLaughlin
- [22.](#) Recommendation to Approve Findings and Order Approving the Permits Conditions Acceptance Agreement for the PEG Ketchum Hotel, Approve Findings and Order Granting an Amendment to PUD/CUP 19-063 for the PEG Ketchum Hotel, Approval of the Final Master Compiled Record of Proceedings for the PEG Ketchum Hotel - Executive Director, KURA Suzanne Frick
- [23.](#) Recommendation to approve Right-of-Way Encroachment Agreement 22846 for the placement of new driveway pavers with snowmelt at 105 Sage Road - Senior Planner Abby Rivin
- [24.](#) Recommendation to amend YMCA lease - City Administrator Jade Riley



- [25.](#) Recommendation to approve Memo of Understanding 23-015 with Wood River Fire Rescue - Fire Chief Bill McLaughlin
- [26.](#) Recommendation to approve Purchase Order 23111 with Murray Group to complete strategic assessment of employee benefit offerings - City Administrator Jade Riley
- [27.](#) Recommendation to approve road closure for Special Event - Sun Valley Museum of Art Summer Celebration and Reopening - Events Manager & Administrative Liaison Eryn Alvey
- [28.](#) Recommendation to approve Purchase Order 23108 and 23109 for painting and mural in Community Meeting Room - Public Affairs & Administrative Services Manager Lisa Enourato
- [29.](#) Recommendation to approve Encroachment Agreement 22862 for Improvements on a Utility Easement Located at 110 Bear Lane - Associate Planner Adam Crutcher
- [30.](#) Recommendation to approve Purchase Order 23110 Summer Solstice Celebration with Edge Event Celebrations - Events Manager & Administrative Liaison Eryn Alvey
- [31.](#) Recommendation to approve first amendment to Task Order #4 with HDR Engineering related to on call miscellaneous transportation engineering projects - City Administrator Jade Riley

**PUBLIC HEARING:**

- [32.](#) Recommendation to hold a public hearing and approve the Townhouse Preliminary Plat and Phased Development Agreement 22854 for the Crossbuck McNee Townhomes located at the corner of 2nd Ave and 7th Street - Director of Planning and Building Morgan Landers

**NEW BUSINESS:**

- [33.](#) Review and discussion of Housing Action Plan - Year 2 - Housing Director Carissa Connelly
- [34.](#) Review and discussion to implement Ownership and Preservation Program Policies - Housing Director Carissa Connelly
- [35.](#) FY24 Budget Update – City Administrator Jade Riley
  - a. General Fund Five-Year Forecast
  - b. Local Option Tax Fund
  - c. Housing In-Lieu Fund
  - d. Enterprise Funds (water and wastewater)

**ADJOURNMENT:**

**From:** [James Hungelmann](#)  
**To:** [Keith Roark](#); [Amber Larna](#); [Stone Lara](#); [Blanca Romero](#); [Board Clerk](#); [Dan Turner](#); [Jim Foudy](#)  
**Cc:** [Wayne Hoffman | Idaho Freedom](#); [martha.burke@haileycityhall.org](mailto:martha.burke@haileycityhall.org); [kaz.thea@haileycityhall.org](mailto:kaz.thea@haileycityhall.org); [heidi.husbands@haileycityhall.org](mailto:heidi.husbands@haileycityhall.org); [Sam Linnet](#); [Juan Martinez](#); [Kathryn Goldman](#); [Doug Brown](#); [Shaun Mahoney](#); [Chris Johnson](#); [ed.flory](mailto:ed.flory); [cgiordani@bellevueidaho.us](mailto:cgiordani@bellevueidaho.us); [Robin Leahy](#); [jcarreiro@bellevueidaho.us](mailto:jcarreiro@bellevueidaho.us); [Allington Law](#); [logan.davis@cityofcarey.org](mailto:logan.davis@cityofcarey.org); [Neil Bradshaw](#); [Jim Slanetz](#); [Courtney Hamilton](#); [Amanda Breen](#); [Michael David](#); [phendricks@sunvalleyidaho.gov](mailto:phendricks@sunvalleyidaho.gov); [Jane Conard](#); [Michelle Griffith](#); [Keith Saks](#); [Brad Dufur](#); [Eric Valentine](#); [Greg Foley](#)  
**Subject:** PUBLIC DEMAND TO ABATE / FOR THE RECORD  
**Date:** Thursday, May 18, 2023 10:18:02 PM

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May 18, 2023

BCSD Board of Trustees  
Jim Foudy, Superintendent

### **PUBLIC DEMAND TO ABATE/ *FOR THE RECORD***

The diligent efforts of concerned citizens have brought to public attention what may be deemed severe child abuse and predation taking place in BCSD libraries, in the form of offering many pornographic and pro-gender transition books to children as young as elementary school, as follows:

<https://idahofreedom.org/blaine-county-school-district-libraries-offer-pornographic-books-to-children-as-young-as-elementary-school/>

**Please consider this formal public demand** for the BCSD board of trustees and administration to immediately investigate these charges and, if true, to immediately remove the material in question; to take steps necessary to prevent any recurrence; to promptly advise the public of your remedial measures; and, if circumstances warrant, to refer the matter to law enforcement for possible criminal prosecution.

To many, a failure to respond in such fashion would make you fully complicit in any such filthy undertakings and require at a minimum your immediate resignation. Concern has also been raised about massive civil liability connected with pedophilic or other deviance being perpetrated against children, especially if left unabated.

I hope you agree that the rule of law and decency must reign in all BCSD facilities and that you will resolve this matter justly and expeditiously.

The Blaine County public anxiously awaits your reply.

Thank you.

Sincerely,

James Hungelmann

Ketchum

**From:** [Judy Gantz](#)  
**To:** [Participate](#)  
**Subject:** Short term rentals  
**Date:** Saturday, May 20, 2023 10:43:09 AM

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Dear City of Ketchum,

I have owned a place in Ketchum since 2000. My boys grew up here in the summers as I was a teacher. I live here 3-5 months each year.

To afford my condo I have always done short term renting. I love coming summers and a month in winter.

I am sickened by the stance the City of Ketchum has taken regarding Ordinance 1230. I pay property taxes, condo fees, insurance, mortgage and to afford my condo renting short term makes this possible.

My unit is affordable to rent, in great condition, allowing middle class people to come and vacation, spend money and support the local economy. I use a local rental service provider so I give them 30% of my income. I have to paint, get new towels, bedding, etc. My place is clean and lovely.

It is not fair to ask me to pay for monthly fire monitoring and Knox boxes when I live in a condo where I have fire alarms and a plug in CO2 device. There is ONE door in and out, and now an exit emergency map is needed!! How does it make any sense that if I rent my place for 31 days none of this fire stuff is needed? It is a blatant attack on short term rental owners; unfair and prejudicial.

It is not easy keeping up a rental and I am not rich or I would not even bother to do short term renting. I live in my home part time and it will NEVER be housing for the city. I am almost 70 years old wanting to enjoy my retirement.

I feel being punished because the city has not built enough affordable housing. Please do not take this out on those of use gaining a modest income to keep the condos we love in this city.

NEVER have any of my condo neighbors complained about any noise or safety issues in 23 years.

Please consider my situation and drop these expenses for short term rental landlords. Maybe consider the income generated by short term rentals and if people make 50K or more a year then start charging a tax or permit fee.

Thank you for the reflection. Judy

**From:** [Gina Luke](#)  
**To:** [Neil Bradshaw](#); [Participate](#)  
**Subject:** Postal Service in Ketchum  
**Date:** Monday, May 22, 2023 8:58:22 AM

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Good morning Mayor Neil and members of the Ketchum City Council.

I am writing to register a complaint about our local post office and untimely delivery of mail. I understand I am not alone in voicing dissatisfaction with the deteriorating postal service in Ketchum.

This morning an important envelope postmarked March 31 sent to me by a local was finally delivered after 53 days to my PO Box. Several other times during the last several months envelopes and packages have been delayed. Some packages were returned and I was forced to reorder merchandise. Other times packages simply sat on shelves in the post office waiting for yellow cards or keys to be placed in my box.

My question for the Mayor and the Ketchum city council is what are you tangibly doing to permanently resolve the unacceptable tardiness of delivery? Ketchum residents are forced to pay for a PO Box. Rates continue to increase while service deteriorates. Tax payers all across the country receive mail delivery at their homes. It is high time Ketchum does too.

I look forward to your thoughtful and timely response.

Sincerely  
GG Luke

**From:** [Aly Swindley](#)  
**To:** [Participate](#)  
**Subject:** FW: Traffic calming  
**Date:** Tuesday, May 30, 2023 11:37:23 AM

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## ALY SWINDLEY | CITY OF KETCHUM

Management and Communications Analyst

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**From:** Deeder Petersen <deepowder8@hotmail.com>  
**Sent:** Friday, May 26, 2023 9:55 AM  
**To:** Aly Swindley <aswindley@ketchumidaho.org>  
**Subject:** Traffic calming

Aly, I still don't see a need for the roundabout. People have to stop or slow down at the intersection. Adding 12 new signs and a bunch of clutter destroys the small town feel of west Ketchum. A few speed bumps like the one's by Hemingway seem like they would do the trick. Spending \$ 20,000 seems like a waste of our money when all the roads on Ketchum are in disrepair. We need to pave a few roads every summer so we don't face having to do them all at once in the future. Seal coating is a great bandaid, but it only hides the underlying problem.

Sincerely Deeder Petersen

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# Animal Crossings

From: Elliot J. Ditch, a G.A.T.E. student

Dear mayor,

Have you ever heard of animal crossings? Well I am sure you have but if you have not heard of it. Here is what they are, they are bridges that help animals get across highways, roads, or even main streets. They are important because when animals are crossing roads and if they get hit, it will most likely injure the human who is driving the vehicle. Now you know what an animal crossing is.

on spot.

There are so many reasons you should build animal crossings. So here are some reasons. Car crashes, I know I have specified it but they really are dangerous. They are killing the animals, and sometimes the humans. Animals are necessary for our ecosystem, and they are dying from people's cars. That is one out of plenty reasons. I know you might say wait until there are two lanes for the highway, but it is important for me, and for others. I did some math and there will be an 80% drop in animal accidents. And did you know that it costs 8 billion dollars in accidents including with animals every single year in car repairs and medical bills. That is more than the human population on the planet earth. There are so many things I can say but let's stick with those for now.

The animal that I am focusing on is the american elk. It is a large animal that is native Idaho, and is an extremely large animal. The reason I felt we should help this animal is because in the backroads in Idaho it is common to get hit by cars. They are beautiful animals and deserve to be helped. Fun fact, cars kill more than a million animals in a day. They can possibly become endangered in 200 years. I believe their species should live for a longer time, and I bet they do too.

In conclusion, we should build an animal bridge on highway 75 or others, because that is where most of the American elk are killed in car accidents. From your friend Elliot to the mayor.



# Animal Bridges

Dear Whom it may concern, My class is learning about animal bridges and I think we should make one in between Ketchum and Hailey for moose.

Moose and cars are involved in about 1,500 accidents per year in New England, Canada, and Alaska combined. Wildlife crossings and associated infrastructure like roadside fences have been shown to reduce animal-vehicle collisions by 97 percent. They can help prevent the 30,000 roadside injuries and 200 deaths that happen every year when drivers hit wildlife. Other animals could use it too.

For moose it would be good to have an overpass and fences on the side with a few big rocks and some grass on top but not too much because we don't want the moose living on top. This could really help the moose.

That is why I think we should make one in between Ketchum and Hailey. Thank you for your time, Sincerely, Otto Latham.

To whom it may concern,

Did you know that more than 5,000 animals die by cars each year in Idaho alone? 0.76 percent of these are porcupines. Now, they are not in danger of going extinct anytime soon, we still need to protect these beautiful animals. This might seem like a waste of money and time to build, but every animal crossing counts. But the animal crossing I am proposing would be used by more than just porcupines. I have observed many articles of animal crossing uses and I have deduced that even animal crossings that are meant for a singular animal are used by many. While it may cost a lot of money to build, they are worth it. Cars kill more than one million animals each year! You may think that I am only mentioning the animals, but in the U.S alone, it costs 8 billion dollars in medical bills and car repairs. Wow! That's a lot more than it would cost to build a single bridge. Now, you may be thinking that animals will not see and/or acknowledge the bridge. Well, most animal crossings have fences along the side of the road that direct animals to the crossing. Now, let me inform you more about animal crossings. The sides of animal crossings are usually covered in vegetation; the purpose of this is to encourage animals to use it. Combined with the fences, most animals will use this crossing. Sometimes animals will decide that that crossing looks like a nice place to call home. Well, with recent engineering we have fixed that problem by making the crossings skinnier. In conclusion, please consider building my animal crossing. Sincerely, Lili Archibald.

**From:** [HP Boyle](#)  
**To:** [Participate](#)  
**Subject:** PUBLIC COMMENT: Council Meeting 6/12 Agenda Item 20 should be discussed  
**Date:** Saturday, June 10, 2023 1:16:05 PM

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Council Members,

Item 20 warrants your consideration on several fronts:

1. Why is this \$28,700 coming from Ketchum taxpayers rather than from BCHA funding?
2. As a matter of process, this item highlights the potential for the BCHA activities of the City housing director/staff to get commingled with City funded activities.

There should be a process in place for highlighting when that staff is working for the City vs BCHA.

3. As this item was not in the Housing Action Plan, it highlights mission creep potential.

While amendments to the HAP are to be expected, they should be fully vetted by the Council, not pushed through in the consent agenda.

This seems to be part of a larger trend of Ketchum taxpayer money being diverted to funding housing activities outside of Ketchum. If that is the will of the Council, it should be made transparent to Ketchum voters via the City project website and the Mayor's missive rather than hidden in consent agendas like this.

Perry Boyle  
Ketchum

**From:** [HP Boyle](#)  
**To:** [Participate](#)  
**Subject:** Public Comment Council Meeting 6/12 Agenda Item 22  
**Date:** Saturday, June 10, 2023 1:22:09 PM

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Council Members,

This item was put in the consent agenda by a person who is not a City of Ketchum employee. Ms Frick no longer works for the City, she works for KURA, which is supposed to be an independent agency. Ms. Frick the processor for the Marriott is bad process. Particularly given Ms Fricks's inherent conflict of interest. All items like this should be going through the City Planning staff.

Perry Boyle  
Ketchum

**From:** [HP Boyle](#)  
**To:** [Participate](#)  
**Subject:** PUBLIC COMMENT Council Meeting 6/12 Agenda Item 31  
**Date:** Saturday, June 10, 2023 1:25:56 PM

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This seems like bad process. HDR writes the Master Transportation Plan. HDR is the company that gets hired to implement the plan that they wrote.  
That is an inherent conflict of interest. Any work they perform on the plan they write should be bid.

Perry Boyle  
Ketchum

**From:** [HP Boyle](#)  
**To:** [Participate](#); [Carissa Connelly](#)  
**Cc:** [editorialboard@mtexpress.com](mailto:editorialboard@mtexpress.com); [Andrew Guckes](#)  
**Subject:** PUBLIC COMMENT Housing Action Plan update at Council Meeting 6/12  
**Date:** Saturday, June 10, 2023 2:12:00 PM

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I continue to urge the Council to rethink the basic underlying premise of the Housing Action Plan. The current HAP is designed to satisfy the demand for housing, not the need for housing, and is confused about prioritizing scarce resources for housing.

Remedy: A better alternative would be to identify the need for housing for various workforce categories, and then prioritize allocating taxpayer resources based on that.

We are already seeing the results of the current approach. The Housing staff has shifted its time and taxpayer resources to non-Ketchum housing issues. The Housing staff is unaccountable for delivering results for Ketchum workforce housing.

1. While Lease to Locals can be a useful tool, at least some portion of it has been provided to non-locals and as a corporate welfare type subsidy.

Remedy: clarify that the program's purpose is to provide workforce housing for people who work in the City of Ketchum and create a prioritization chart for who is eligible based on hours worked (full-time preference over part-time) and occupation (essential workers prioritized over corporate workers).

2. The HAP has already been shifted from its stated goal of workforce housing to non-workforce housing. Bluebird's housing preference prioritizes retirees. We have plenty of retirees in Ketchum. We don't have enough workers.

Remedy: Workforce should be prioritized. Ketchum should not make the same mistakes similar towns have made where residents looking for taxpayer-subsidized retirement get prioritized over workers the community needs to function. The Housing staff should maintain a report of its Key Performance metrics. Specifically, how many Ketchum workers it has helped to house, in which employment categories, and at what cost to Ketchum taxpayers.

3. The Plan will expand short-term rental units in Ketchum. We don't need more ADUs going into the AirBNB market. The HAP should not be encouraging that.

Remedy: the City should take a risk and use the neighborhood protection clause of the STR statute to limit ADUs to long-term. It is worth getting judicial clarity on this, and any suits on that would take a long time, thus letting ADUs be absorbed first in the LTR market. And, if Ketchum wins, the benefit to the City and the State is large.

4. The HAP is unclear on the line between the City and BCHA activities of the Housing staff. Worse, there are multiple instances of Ketchum taxpayer money going to non-Ketchum housing situations, which is not transparent to Ketchum voters. Examples include

- money to BCCA for non-Ketchum use,
- the update's proposal for BCHA directors to help direct the City's housing plan
- the reported \$250k spent on tiny homes for Lewis Street that is unaccounted for,
- some of the money being spent on the mediation program, and

- this meeting’s consent agenda item is to fund a BCHA action.

Indeed, the entire Goal 3 section of the staff report indicates a desire for Ketchum taxpayers to fund the entire county housing challenge.

Remedy: procedures must be documented to separate staff time between their two employers. Staff timesheets with time allocation need to be maintained. Expenditures of monies should be delineated between City and BCHA activities. The Housing Strategist is inherently conflicted on this, and seems to be shifting BCHA expenses onto the City. Thus the City Administrator should sign off on all housing expenditures before they get to the Council.

5. While the HAP calls for “leverage,” its action items are non-inclusive of other efforts to create workforce housing. The housing staff still has no plan for a valid survey of the non-profit business community on their unmet employment needs, what they are doing in response, and how the City could be helpful. There is no recognition of the housing being created by non-City entities.

Remedy: The City should immediately commence a workforce planning survey and institute a process to update it annually. The Housing staff should regularly coordinate with other entities like the WRHT, WRLT, BCSD, KURA, and ARCH (and now the Forest Service) on their plans to house Ketchum workers. The staff should maintain an inventory of existing and planned workforce housing and make it accessible to the public.

In summary, the HAP should be significantly revised to address our need for workforce housing, transparency, and accountability.

Thank you,

Perry Boyle  
Ketchum



**From:** [HP Boyle](#)  
**To:** [Participate](#); [Carissa Connelly](#)  
**Subject:** Public Comment Council Meeting 6/12 Agenda Item 34  
**Date:** Saturday, June 10, 2023 2:29:20 PM

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Most of the program revision suggestions for the inDEED type program are well-conceived to maximize the potential for units to be provided to local workers. The approach is informed by the experiences of other resort communities, but adapted to Ketchum's unique circumstances.

The appreciation cap option 2 seems like the best approach, in that it allows the City to review which path delivers the best results. Then the program can be adjusted over time based on those learnings. I would suggest that any cap be not on the nominal dollar appreciation, but on the real rate of appreciation (net of inflation).

The geography question points out a flaw in the overall approach of the HAP. Is the goal to house workers? Or to house workers in Ketchum? Geography is irrelevant if the goal is to house the most workers. As with the appreciation cap, it might make sense for the City to pursue both paths for a set period and revisit based on outcomes.

Eligibility is not addressed in this beyond the 30hr/week work requirement. This creates the potential for the program to be suborned into corporate welfare. For example, if this program provides housing for employees of large corporations like Marriott, or Sun Valley, it will delegitimize the City's housing efforts. Some additional work should be done on how the system could be gamed.

I look forward to seeing the next iteration of this program.

Thank you,

Perry Boyle

**From:** [HP Boyle](#)  
**To:** [Participate](#)  
**Cc:** [Andrew Guckes](#)  
**Subject:** Public Comment Council Meeting 6/12 Budget preparations  
**Date:** Saturday, June 10, 2023 2:58:52 PM

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The Council has an opportunity to take the City's budgeting process up a notch. In particular, two principles could be added to the process:

1. Full cost recovery where available
2. A capital budgeting process

#### Cost Recovery

As the presentation notes, Planning fees have not been adjusted since the current Mayor and Council were elected seven years ago. Planning fees only recover 47% of costs. I urge the Council to reject the staff proposal for 75% recovery. There is no reason for Ketchum taxpayers to continue subsidizing developers' costs. The cost recovery should be 100%. By my calculations (using data from the presentation), Ketchum taxpayers have gifted at least \$750k to developers throughout this Administration.

#### Capital Budgeting

The proposal does not go far enough. The City should be doing depreciation accounting on all of its assets and budgeting at least that amount to go into a capital replacement budget. The City should forecast its capital needs on a rolling two-year basis and budget for that on top of the replacement fund. This won't necessarily change how much the City spends overall, but it will make it more transparent what needs to be addressed over what time frame. This Administration came into power when the City of Ketchum had little debt. The City now has over \$25mm in debt and will need to issue more for the WTF. Ketchum has been this indebted since...perhaps ever.

Additionally, the City should consider housing a core component of its wage and benefit package for City employees, including first responders. This should be a high-priority workforce category for the Housing Actions Plan (above corporate welfare and retiree housing).

Finally, the Council should ask department heads for over/under funding options when they make their budget requests. What would the department do with 20% more money? What would they do with 20% less? This process helps the Council and Staff better understand how department heads think about the ROI of the spending allocated to them. It prepares the Council and Staff for variabilities in City revenues rather than being caught flat-footed when a recession comes.

Thank you,

Perry Boyle

**From:** [HP Boyle](#)  
**To:** [Participate](#)  
**Subject:** Public Comment: Historical Preservation Commission meeting 6/14  
**Date:** Saturday, June 10, 2023 3:16:06 PM

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HPC members,

As you review the Handbook, it could use some work.

"The HPC will continue its work to maintain the Historic Building/Site List by updating surveys of historic buildings and sites in areas of high growth pressures to ensure the preservation of Ketchum's history."

How and when will the HPC do this? For example, if 50 years is a trigger, then shouldn't there be additions to your review process every year based on age? What is the process for people to make suggestions for additions? Where are applications found? Who does an owner contact?

To assist the HPC with its work, the HPC might join with some of the P&Z members in calling for the City to create a representative model of the City with development projections, so the HPC can assess where development is occurring and how it might impact the historical tourism benefit of preservation.

Also, the Chapter 6 on Alteration/Demolition provides no useful information beyond you need to apply for a permit and go through an HPC review. The "circumstances" alluded to regarding demolition is not helpful. You might want to include a flow chart of the process.

As for Q&A, that section should be easy to populate with what the HPC has experienced to date.

Finally, you should have a process to do an annual review of the Handbook to ensure it is updated and keep that revision number on the pages of the book.

Thank you,

Perry Boyle  
Ketchum

**From:** [julian tyo](#)  
**To:** [Participate](#)  
**Cc:** [Carissa Connelly](#)  
**Subject:** Public Comment: Ownership and Preservation Program  
**Date:** Monday, June 12, 2023 9:58:45 AM

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Good Morning,

I am writing in support of the Ownership and Preservation pilot program.

Specifically, I support higher financial incentives with appreciation caps, and proposed Option 2 restricting use of the program to properties located within Ketchum or Ketchum's Area of City Impact.

Kind Regards,

Julian Tyo

Sun Valley Resident



**CALL TO ORDER:** *(00:00:14 in video)*

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

**ROLL CALL:**

Mayor Neil Bradshaw  
Michael David  
Amanda Breen  
Courtney Hamilton  
Jim Slanetz

**ALSO PRESENT:**

Jade Riley—City Administrator  
Trent Donat—City Clerk & Business Manager  
Lisa Enourato—Public Affairs & Administrative Services Manager  
Bailee Ancona—Deputy City Treasurer  
Suzanne Frick—KURA Executive Director  
Brian Christiansen—Director of Streets & Facilities  
Morgan Landers—Director of Planning and Building  
Abby Rivin—Senior Planner  
Paige Nied—Associate Planner  
Matt Johnson—City Attorney  
Brett Kohring—HDR Traffic Engineer – *Via Teleconference*  
Manuel Genswein—Rescue and Development in Avalanche Rescue  
Carson Palmer—Perry Building Applicant  
Broderick Smith—Perry Building Applicant  
Harry Griffith—Executive Director for Sun Valley Economic Development

**COMMUNICATIONS FROM MAYOR AND COUNCIL:**

- Amanda Breen notified the council that she intends to recuse herself from projects she had previously not recused herself from, due to her husband's company's current involvement in those projects. *(00:00:42 in video)*
- Michael David raised concerns about the visual appeal of the land designated for the PEG Hotel project. He expressed that necessary maintenance measures need be undertaken to enhance the gateway to the city and create a more inviting atmosphere. *(00:01:12 in video)*
- Mayor Neil Bradshaw made a proclamation that June 2, 2023, is National Gun Violence Awareness Day. *(00:02:04 in video)*

**PRESENTATION OF AVALANCHE AWARENESS AND RESCUE PREPAREDNESS**

Presented by: Manuel Genswein (00:03:30 in video)

**Questions, comments, and discussion by Council** (00:16:45 in video)

**CONSENT AGENDA:** (00:21:31 in video)

- Agenda Item #10 will be moved to the Capital Improvement discussion.
- Amanda Breen recused herself from agenda items #12 - 14.

**Motion to approve consent agenda items #4 - #20 excluding items #10, #12, #13, & #14.**

(00:22:17 in video)

**MOVER:** Courtney Hamilton

**SECONDER:** Michael David

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

**RESULT: ADOPTED UNANIMOUS**

**Motion to approve consent agenda items #12, #13, & #14** (00:22:37 in video)

**MOVER:** Courtney Hamilton

**SECONDER:** Michael David

**AYES:** Michael David, Courtney Hamilton, Jim Slanetz

**RECUSED:** Amanda Breen

**RESULT: ADOPTED**

**PUBLIC HEARING:**

21. Recommendation to conduct a public hearing to review and act on Permits Conditions Acceptance Development Agreement 22847 and Amendment to PUD/CUP P19-063 for the PEG Ketchum Hotel or Ketchum Tribute Hotel located at 251 S Main Street, 260 E River Street, and 280 E River Street. (00:22:55 in video)

Presented by: Suzanne Frick

**Public Comment Opened:** (00:24:05 in video)

None.

**Public Comment Closed:** (00:24:17 in video)

**Questions, comments, and discussion by Council** (00:24:30 in video)

**Motion to approve Permits, Conditions, Acceptance Development Agreement #22847, and direct staff to return with Findings of Fact and Conclusions of Law. (00:35:52 in video)**

**MOVER:** Courtney Hamilton

**SECONDER:** Michael David

**AYES:** Michael David, Courtney Hamilton

**NAYS:** Jim Slanetz

**RECUSED:** Amanda Breen

**RESULT: 2-2 Tie Vote – the motion is repeated, see below/see the time in video. (01:19:05 in video)**

**Motion to approve the First Amendment to PUD/CUP P19-063 and direct staff to return with Findings of Fact and Conclusions of Law. (00:36:28 in video)**

**MOVER:** Courtney Hamilton

**SECONDER:** Michael David

**AYES:** Michael David, Courtney Hamilton

**NAYS:** Jim Slanetz

**RECUSED:** Amanda Breen

**RESULT: 2-2 Tie Vote. The motion is repeated, see below/see the time in video. (01:19:29 in video)**

22. Recommendation to implement West Ketchum Traffic Calming Pilot. (00:37:05 in video)

Presented by: Jade Riley (00:37:26 in video)

Joined by: Brett Kohring (00:40:55 in video)

**Public Comment Opened:** (00:50:50 in video)

Miles Canfield –178 Bordeaux St. (00:51:07 in video)

Ryan Gallagher—William St. (00:54:03 in video)

**Public Comment Closed:** (00:56:14 in video)

**Questions, comments, and discussion by Council (00:56:44 in video)**

**Motion to approve the outlined Traffic Calming Pilot project, associated budget request and report back findings with the revision of removing the pedestrian delineation tubular feature. (01:17:38 in video)**

**MOVER:** Amanda Breen

**SECONDER:** Courtney Hamilton

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

**RESULT: ADOPTED UNANIMOUS**

**REVERTED BACK TO ITEM #21 OF THE PUBLIC HEARING:** (01:18:23 in video)

Matt Johnson addressed the recusal of Amanda Breen, and the nay vote by Jim Slanetz causing a 2-2 divided council vote. Mayor Neil Bradshaw was asked for a tie-breaking vote. The motions were repeated.



**Motion to approve Permits, Conditions, Acceptance Development Agreement #22847, and direct staff to return with Findings of Fact and Conclusions of Law. (01:19:05 in video)**

**MOVER:** Courtney Hamilton

**SECONDER:** Michael David

**AYES:** Michael David, Courtney Hamilton, Neil Bradshaw

**NAYS:** Jim Slanetz

**RECUSED:** Amanda Breen

**RESULT: ADOPTED**

**Motion to approve The First Amendment to PUD/CUP P19-063 and direct staff to return with Findings of Fact and Conclusions of Law. (01:19:29 in video)**

**MOVER:** Courtney Hamilton

**SECONDER:** Michael David

**AYES:** Michael David, Courtney Hamilton, Neil Bradshaw

**NAYS:** Jim Slanetz

**RECUSED:** Amanda Breen

**RESULT: ADOPTED**

**NEW BUSINESS:** (01:19:51 in video)

23. Recommendation to review The Perry Building FAR Exceedance Agreement #22845, Lot Consolidation Preliminary Plat Application File No. P22-045A, and Condominium Subdivision Preliminary Plat Application File No. P22-045B.

Presented by: Abby Rivin

**Questions, comments, and discussion by Council (01:21:40 in video)**

**Motion to approve the updated community housing proposal with the range of income categories proposed by the applicant and authorize the Mayor FAR Exceedance agreement #22845 with The Perry Building LLC. (01:31:16 in video)**

**MOVER:** Courtney Hamilton

**SECONDER:** Michael David

**AYES:** Michael David, Courtney Hamilton, Neil Bradshaw

**NAYS:** Jim Slanetz

**RECUSED:** Amanda Breen

**RESULT: ADOPTED**

**Motion to approve The Perry Building Lot Consolidation Preliminary Plat application file #P22-045A subject to conditions one through two. (01:32:00 in video)**

**MOVER:** Courtney Hamilton

**SECONDER:** Michael David

**AYES:** Michael David, Courtney Hamilton, Jim Slanetz

**RECUSED:** Amanda Breen

**RESULT: ADOPTED**

**Motion to approve The Perry Building Condominium Subdivision Preliminary Plat Application File No. P22-045B subject to condition one through two. (01:32:31 in video)**

**MOVER:** Courtney Hamilton

**SECONDER:** Michael David

**AYES:** Michael David, Courtney Hamilton, Jim Slanetz

**RECUSED:** Amanda Breen

**RESULT: ADOPTED**

24. Recommendation to review and adopt the Construction Management Plan Enforcement and Contractor Parking Policy. (01:33:22 in video)

Presented by: Morgan Landers

**Questions, comments, and discussion by Council (01:40:56 in video)**

**Motion to approve and adopt the Construction Management Plan Enforcement Policy and Contractor Parking Policy and make the policy effective as of June 15, 2023. (01:46:06 in video)**

**MOVER:** Courtney Hamilton

**SECONDER:** Michael David

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

**RESULT: ADOPTED UNANIMOUS**

25. Update from Sun Valley Economic Development.

Presented by: Harry Griffith (01:46:35 in video)

**Questions, comments, and discussion by Council (01:54:20 in video)**

26. Review Fiscal Years '24-'28 drafts, of the General Fund Capital Improvement Plan

Presented by: Jade Riley (01:57:20 in video)

**Questions, comments, and discussion by Council (02:03:33 in video)**

Presentation Continued: (02:04:27 in video)

**Questions, comments, and discussion by Council (02:17:16 in video)**

**CONSENT AGENDA item #10.**

**Motion to approve the recommendation to approve purchase order #23092 for fog seal treatment of East Avenue. (02:24:12 in video)**

**MOVER:** Jim Slanetz

**SECONDER:** Courtney Hamilton

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

**RESULT: ADOPTED UNANIMOUS**

**ADJOURNMENT:**

**Motion to adjourn** *(02:25:00 in video)*

**MOVER:** Amanda Breen

**SECONDER:** Courtney Hamilton

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

**RESULT: UNANIMOUS**

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Neil Bradshaw, Mayor

ATTEST:

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Trent Donat, 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	Purchase Order Number
<b>GENERAL FUND</b>				
<b>01-2175-9000 P/R DEDUC PBL--EMP CAF FSA-DC</b>				
NBS-NATIONAL BENEFIT SERVI	CP349199	FSA AND HRA PLAN MAY 2023	1,274.67	
<b>01-3700-2010 RENT-PARK RESERVATIONS</b>				
AGUNG PRABOWO	060123	REFUND FOR 6/4/23 ROTARY PARK RESERVATION	80.00	
Total :			1,354.67	
<b>LEGISLATIVE &amp; EXECUTIVE</b>				
<b>01-4110-2515 VISION REIMBURSEMENT ACCT(HRA)</b>				
NBS-NATIONAL BENEFIT SERVI	927771	FSA AND HRA PLAN ADMIN FEES MAY 2023	22.95	
Total LEGISLATIVE & EXECUTIVE:			22.95	
<b>ADMINISTRATIVE SERVICES</b>				
<b>01-4150-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>				
NBS-NATIONAL BENEFIT SERVI	CP349199	FSA AND HRA PLAN MAY 2023	261.58	
<b>01-4150-2515 VISION REIMBURSEMENT ACCT(HRA)</b>				
NBS-NATIONAL BENEFIT SERVI	927771	FSA AND HRA PLAN ADMIN FEES MAY 2023	48.75	
<b>01-4150-3100 OFFICE SUPPLIES &amp; POSTAGE</b>				
COPY & PRINT, L.L.C.	126381	AVERY NAME LABELS, EXPO MARKERS	71.90	
GEM STATE PAPER & SUPPLY	1096274-01	COFFEE CREAMER	57.76	
GEM STATE PAPER & SUPPLY	1096780	TRASH BAGS	37.81	
U.S. POSTAL SERVICE	060223	2315 060223	294.00	
<b>01-4150-4200 PROFESSIONAL SERVICES</b>				
APEX INTEGRATED SECURITY S	00037924	ANNUAL BILLING FOR LENEL SOFTWARE SUPPORT PLAN	748.00	
CINTAS	4157091662	SCRAPER AND BLACK MATS	40.97	
DARK TO LIGHT PRODUCTIONS	1758	KETCHUM BUSINESS CARD DESIGN, ADDITIONAL HOURS ON REVISIONS	1,943.75	
HDR ENGINEERING, INC.	1200524879	2022 ON-CALL SERVICES AS DIRECTED	3,508.75	
SENTINEL FIRE & SECURITY, IN	87787	PANIC SYSTEM 191 WEST 5TH ST, TESTING	85.00	
SYRINGA NETWORKS, LLC	23JUN0317	020203 060123	4,500.00	
CLEARMINDGRAPHICS	5697	WEBSITE DESIGN AND DEVELOPMENT	3,100.00	
CLEARMINDGRAPHICS	5698	WEBSITE HOSTING, DESIGN, DEVELOPEMENT	3,550.00	
WESTERN RECORDS DESTRUCT	0644809	RECORDS DESTRUCTION - MAY 2023	67.00	
BD CONSULTING LLC	KET 2023-08	FINANCIAL CONSULTING SERVICES	1,232.50	23048.1
<b>01-4150-4400 ADVERTISING &amp; LEGAL PUBLICATIO</b>				
EXPRESS PUBLISHING, INC.	10002196 0430	10002196 043023	108.41	
<b>01-4150-4900 PERSONNEL TRAINING/TRAVEL/MTG</b>				
RILEY, JADE	060723	TRAVEL EXPENSE REIMBURSEMENT	132.50	
<b>01-4150-5100 TELEPHONE &amp; COMMUNICATIONS</b>				
CENTURY LINK	2087264135 86	2087264135 862B 051323	947.21	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
CENTURY LINK	2087265574 24	2087265574 240B 051323	68.62	
AT&T MOBILITY LLC	287310798935	HOTSPOTS	80.08	
LUMEN	640983697	74754376 052423	.17	
<b>01-4150-5110 COMPUTER NETWORK</b>				
INTEGRATED TECHNOLOGIES	216430	CO00 CITY OF KETCHUM-02 052223	713.36	
<b>01-4150-5200 UTILITIES</b>				
CITY OF KETCHUM	23-MAY	208	401.05	
CITY OF KETCHUM	23-MAY	9994	185.64	
CITY OF KETCHUM	23-MAY	360	56.39	
IDAHO POWER	2206452274 05	2206452274 052323	299.41	
IDAHO POWER	2224128120 05	2224128120 052323	816.59	
INTERMOUNTAIN GAS	44919030005 0	44919030005 052423	5.67	
INTERMOUNTAIN GAS	76053745030	76053745030 052423	100.57	
SENTINEL FIRE & SECURITY, IN	87947	AES FIRE ALARM MONITORING	104.85	
<b>01-4150-6510 COMPUTER SERVICES</b>				
CASELLE, INC.	125180	Contract Support & Maintenance for July 2023	2,483.00	
Total ADMINISTRATIVE SERVICES:			26,051.29	
<b>LEGAL</b>				
<b>01-4160-4270 CITY PROSECUTOR</b>				
ALLINGTON, ESQ., FREDERICK	120299	Monthly Prosecutor Payment	3,883.33	
Total LEGAL:			3,883.33	
<b>PLANNING &amp; BUILDING</b>				
<b>01-4170-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>				
NBS-NATIONAL BENEFIT SERVI	CP349199	FSA AND HRA PLAN MAY 2023	173.17	
<b>01-4170-2515 VISION REIMBURSEMENT ACCT(HRA)</b>				
NBS-NATIONAL BENEFIT SERVI	927771	FSA AND HRA PLAN ADMIN FEES MAY 2023	26.30	
<b>01-4170-3100 OFFICE SUPPLIES &amp; POSTAGE</b>				
COPY & PRINT, L.L.C.	126199	FOLDERS	147.76	
COPY & PRINT, L.L.C.	126391	LETTER OPENER	5.98	
COPY & PRINT, L.L.C.	129338	MOUSE PAD, POST ITS, TAPE DISPENSER	130.85	
<b>01-4170-4210 PROFESSIONAL SERVICES - IDBS</b>				
DIVISION OF OCCUPATIONAL	060123	MAY 2023 BUILDING PERMIT FEES	22,579.86	
<b>01-4170-4400 ADVERTISING &amp; LEGAL PUBLICATIO</b>				
EXPRESS PUBLISHING, INC.	10002196 0430	10002196 043023	172.04	
<b>01-4170-6910 OTHER PURCHASED SERVICES</b>				
IDAHO DEPARTMENT OF WATER	060223	APPLICATION FEE FOR JOINT APPLICATION FOR PERMIT FOR EMERGENCY BANK STABILIZATION WORK	20.00	
Total PLANNING & BUILDING:			23,255.96	
<b>NON-DEPARTMENTAL</b>				
<b>01-4193-4500 1ST/WASHINGTON RENT</b>				
URBAN RENEWAL AGENCY	6745	URA PARKING LOT RENT	3,000.00	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
<b>01-4193-9930 GENERAL FUND OP. CONTINGENCY</b>				
BRENNAN'S CARPET	19052	SUSPEND TILES, STAIR LABOR, STAIR NOSES	4,834.50	
BEST DAY HR	45091	HR SUPPORT, REVIEW, HANDBOOK UPDATES, ETC	8,218.75	
Total NON-DEPARTMENTAL:			16,053.25	
<b>FACILITY MAINTENANCE</b>				
<b>01-4194-2515 VISION REIMBURSEMENT ACCT(HRA)</b>				
NBS-NATIONAL BENEFIT SERVI	927771	FSA AND HRA PLAN ADMIN FEES MAY 2023	24.38	
<b>01-4194-3200 OPERATING SUPPLIES</b>				
CHATEAU DRUG CENTER	2701320	SPRAYER BOTTLES	28.45	
<b>01-4194-4200 PROFESSIONAL SERVICES</b>				
ROB BECK LLC	7373	WARM SPRINGS RD TREE REMOVAL	600.00	
ROB BECK LLC	7375	TREE REMOVAL WOOD RIVER DR AND BIKE PATH	200.00	
<b>01-4194-5200 UTILITIES</b>				
CITY OF KETCHUM	23-MAY	456	14.55	
CITY OF KETCHUM	23-MAY	1245	41.85	
CITY OF KETCHUM	23-MAY	9996	56.40	
CITY OF KETCHUM	23-MAY	772	66.88	
CITY OF KETCHUM	23-MAY	536	44.90	
CITY OF KETCHUM	23-MAY	9991	61.40	
CITY OF KETCHUM	23-MAY	532	61.40	
CITY OF KETCHUM	23-MAY	1127	14.55	
CITY OF KETCHUM	23-MAY	9995	46.15	
CITY OF KETCHUM	23-MAY	560	14.55	
IDAHO POWER	2201272487 05	2201272487 052323	84.38	
IDAHO POWER	220358992 052	220358992 052323	56.61	
INTERMOUNTAIN GAS	32649330001 0	32649330001 - 130 S 1 AVE	19.88	
INTERMOUNTAIN GAS	65669030002 0	65669030002 052423	9.79	
<b>01-4194-5300 CUSTODIAL &amp; CLEANING SERVICES</b>				
WESTERN BUILIDNG MAINTEN	0139591-IN	Monthly Janitorial Service	3,237.00	
<b>01-4194-5910 REPAIR &amp; MAINT-491 SV ROAD</b>				
CITY OF KETCHUM	23-MAY	192	327.99	
IDAHO POWER	2202522062 05	2202522062 052323	454.06	
INTERMOUNTAIN GAS	17499804809 0	17499804809 052423	122.57	
COX BUSINESS	0012401034971	0012401034971402 052323	143.00	
<b>01-4194-5950 REPAIR &amp; MAINT-WARM SPRINGS PR</b>				
IDAHO POWER	2226452353 05	2226452353 052623	53.62	
PIPECO, INC.	S5013680.001	ORANGE MARKING PAINT	64.76	
<b>01-4194-6000 REPAIR &amp; MAINT-AUTOMOTIVE EQUI</b>				
RIVER RUN AUTO PARTS	6538-190708	TIRE SEALANT	33.16	
<b>01-4194-6100 REPAIR &amp; MAINT--MACHINERY &amp; EQ</b>				
RIVER RUN AUTO PARTS	6538-190676	DUAL TERMINAL BATTERY	159.95	
<b>01-4194-6950 MAINTENANCE</b>				
A.C. HOUSTON LUMBER CO.	2305-580939	FASTENERS	2.94	
PIPECO, INC.	S5014115.001	INSERT PLUG 2"	33.84	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
Total FACILITY MAINTENANCE:			6,079.01	
<b>POLICE</b>				
<b>01-4210-2515 VISION REIMBURSEMENT ACCT(HRA)</b>				
NBS-NATIONAL BENEFIT SERVI	927771	FSA AND HRA PLAN ADMIN FEES MAY 2023	9.80	
NBS-NATIONAL BENEFIT SERVI	CP349199	FSA AND HRA PLAN MAY 2023	375.00	
<b>01-4210-3500 MOTOR FUELS &amp; LUBRICANTS</b>				
CHRISTENSEN INC.	1021544	39060 053123	284.28	
<b>01-4210-3600 COMPUTER SOFTWARE</b>				
KETCHUM COMPUTERS, INC.	19679	CSO	1,031.25	
<b>01-4210-4200 PROFESSIONAL SERVICES</b>				
CENTURY LINK	2087267848 10	2087267848 105B 051323	155.70	
<b>01-4210-4250 PROF.SERVICES-BCSO CONTRACT</b>				
BLAINE COUNTY CLERK/RECOR	201065	BCSO Law Enforcement Services	145,144.75	
<b>01-4210-5100 TELEPHONE &amp; COMMUNICATIONS</b>				
AT&T MOBILITY LLC	287310798935	CSO PHONES AND HOTSPOT	175.22	
Total POLICE:			147,176.00	
<b>FIRE &amp; RESCUE</b>				
<b>01-4230-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>				
NBS-NATIONAL BENEFIT SERVI	CP349199	FSA AND HRA PLAN MAY 2023	2,599.46	
<b>01-4230-2515 VISION REIMBURSEMENT ACCT(HRA)</b>				
NBS-NATIONAL BENEFIT SERVI	927771	FSA AND HRA PLAN ADMIN FEES MAY 2023	81.75	
<b>01-4230-3200 OPERATING SUPPLIES FIRE</b>				
ALSCO - AMERICAN LINEN DIVI	LBOI2065965	SHOP TOWELS	16.11	
ALSCO - AMERICAN LINEN DIVI	LBOI2069554	SHOP TOWELS	15.20	
ALSCO - AMERICAN LINEN DIVI	LBOI2073189	SHOP TOWELS	15.20	
ATKINSONS' MARKET	03673260	WHITE CLOUD	58.88	
CHATEAU DRUG CENTER	2677525	VELCRO	14.23	
CHATEAU DRUG CENTER	2679687	CHARMIN	4.27	
CHATEAU DRUG CENTER	2689037	FOAM BOARD ADHESIVE SPRAY & 6PC MNT SQUARE	14.23	
DAVIS EMBROIDERY INC.	42356	WOVEN PATCHES	200.25	
GEM STATE PAPER & SUPPLY	1097151	OPTIMA UNIVERSAL ROLL	44.34	
IDAHO POWER	2224210258 05	2224210258 050923	88.10	
INTEGRATED TECHNOLOGIES	215345	TF2795 050823	13.76	
<b>01-4230-3210 OPERATING SUPPLIES EMS</b>				
ALSCO - AMERICAN LINEN DIVI	LBOI2065965	SHOP TOWELS	16.10	
ALSCO - AMERICAN LINEN DIVI	LBOI2069554	Shop Towels	15.20	
ALSCO - AMERICAN LINEN DIVI	LBOI2073189	SHOP TOWELS	15.20	
ATKINSONS' MARKET	03674096	LYSOL BLEACH	19.35	
BOUNDTREE MEDICAL	84959014	BATTERY	197.16	
CHATEAU DRUG CENTER	2677525	VELCRO	14.24	
CHATEAU DRUG CENTER	2679687	CHARMIN	4.27	
CHATEAU DRUG CENTER	2689037	FOAM BOARD ADHESIVE SPRAY & 6PC MNT SQUARE	14.23	
DAVIS EMBROIDERY INC.	42356	WOVEN PATCHES	200.25	



Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
GEM STATE PAPER & SUPPLY	1097151	OPTIMA UNIVERSAL ROLL	44.33	
NORCO	37815492	D-MEDICAL OXYGEN	54.55	
HENRY SCHEIN	35575061	HEADCOVER VERSAFLO	184.48	
HENRY SCHEIN	35587180	SODIUM BICARB	202.88	
HENRY SCHEIN	38706435	ALC PREP PADS IODINE BOUGIE-TO-GO ET TUBE E-T INTRODUCER	225.80	
HENRY SCHEIN	39446300	EMS MEDS	172.45	
HENRY SCHEIN	39495302	SUCCINYLCHOLINE INJ	90.97	
<b>01-4230-3500 MOTOR FUELS &amp; LUBRICANTS FIRE</b>				
CHRISTENSEN INC.	1020372	37267 051523	278.34	
<b>01-4230-3510 MOTOR FUELS &amp; LUBRICANTS EMS</b>				
CHRISTENSEN INC.	1020372	37267 051523	278.33	
<b>01-4230-4200 PROFESSIONAL SERVICES FIRE</b>				
SENTINEL FIRE & SECURITY, IN	88516	FIRE ALARM MONITORING 107 SADDLE RD	52.43	
<b>01-4230-4210 PROFESSIONAL SERVICES EMS</b>				
SENTINEL FIRE & SECURITY, IN	88516	FIRE ALARM MONITORING 107 SADDLE RD	52.42	
<b>01-4230-4920 TRAINING-FACILITY</b>				
PIPECO, INC.	S5018548.001	COUPLING PVS	29.01	
<b>01-4230-5100 TELEPHONE &amp; COMMUNICATION FIRE</b>				
MTE COMMUNICATIONS	056983 060123	056983 060123	15.13	
CENTRALSQUARE	383599	CAD Emergency Reporting Interface	476.52	
<b>01-4230-5110 TELEPHONE &amp; COMMUNICATION EMS</b>				
MTE COMMUNICATIONS	056983 060123	056983 060123	15.12	
CENTRALSQUARE	383599	CAD Emergency Reporting Interface	476.52	
<b>01-4230-5200 UTILITIES</b>				
CITY OF KETCHUM	23-MAY	2307	148.85	
IDAHO POWER	2226144497 05	2226144497 052623	1,405.15	
INTERMOUNTAIN GAS	26223127833 0	26223127833 052423	229.94	
<b>01-4230-6000 REPAIR &amp; MAINT-AUTO EQUIP FIRE</b>				
FIRE SERVICES OF IDAHO	12508065-1	FIRE EXTINGUISHER ANNUAL SERVICE	28.00	
<b>01-4230-6010 REPAIR &amp; MAINT-AUTO EQUIP EMS</b>				
FIRE SERVICES OF IDAHO	12508065-1	FIRE EXTINGUISHER ANNUAL SERVICE	28.00	
RIVER RUN AUTO PARTS	6538-190641	Oil FILTER AND ENGINE OIL	154.33	
<b>01-4230-6100 REPAIR &amp; MAINT--MACHINERY &amp; EQ</b>				
POWER SYSTEMS WEST	S12362001930	Oil & OIL FILTER REPLACEMENT & INSPECTION	619.72	
<b>01-4230-6110 REPAIR &amp; MAINT--MACHINERY &amp; EQ</b>				
A.C. HOUSTON LUMBER CO.	2305-579269	DOOR STOP	29.97	
<b>01-4230-6910 OTHER PURCHASED SERVICES EMS</b>				
DARK TO LIGHT PRODUCTIONS	1746	AMBULANCE GRAPHIC DESIGN & ADDITIONAL WORK	531.25	
Total FIRE & RESCUE:			9,486.27	

STREET

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
<b>01-4310-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>				
NBS-NATIONAL BENEFIT SERVI	CP349199	FSA AND HRA PLAN MAY 2023	1,428.69	
<b>01-4310-2515 VISION REIMBURSEMENT ACCT(HRA)</b>				
NBS-NATIONAL BENEFIT SERVI	927771	FSA AND HRA PLAN ADMIN FEES MAY 2023	41.37	
<b>01-4310-3400 MINOR EQUIPMENT</b>				
A.C. HOUSTON LUMBER CO.	2306-584252	SHOP SUPPLIES	7.58	
<b>01-4310-3500 MOTOR FUELS &amp; LUBRICANTS</b>				
CHRISTENSEN INC.	1021339	37269 053123	1,656.16	
<b>01-4310-4900 PERSONNEL TRAINING/TRAVEL/MTG</b>				
LOCAL HIGHWAY TECHNICAL A	T205042023SC	T2 Center Classes	120.00	
LOCAL HIGHWAY TECHNICAL A	T205102023AL	T2 Center Classes	70.00	
LOCAL HIGHWAY TECHNICAL A	T205172023CR	T2 Center Classes	20.00	
<b>01-4310-5100 TELEPHONE &amp; COMMUNICATIONS</b>				
SENTINEL FIRE & SECURITY, IN	88651	COMMERCIAL FIRE AES - MAINTENANCE BUILDING	850.00	
SENTINEL FIRE & SECURITY, IN	88652	COMMERCIAL FIRE AES	850.00	
<b>01-4310-5200 UTILITIES</b>				
CITY OF KETCHUM	23-MAY	9999	133.81	
CITY OF KETCHUM	23-MAY	9993	101.97	
INTERMOUNTAIN GAS	32649330001 0	32649330001 - 200 E 10 ST	329.79	
INTERMOUNTAIN GAS	32649330001 0	32649330001 - 911 WARM SPRINGS	50.13	
INTERMOUNTAIN GAS	4943933009 05	49439330009 052423	80.40	
<b>01-4310-6000 REPAIR &amp; MAINT--AUTOMOTIVE EQU</b>				
NAPA AUTO PARTS	148491	PARTS FOR FORD RANGER	50.21	
NAPA AUTO PARTS	148840	WINDOW REGULATOR FOR DURANGO	93.59	
RIVER RUN AUTO PARTS	6538-190813	OIL FILTER FOR B.C. RANGER	4.99	
RIVER RUN AUTO PARTS	6538-190919	SPARK PLUG FOR EXPEDITION	11.90	
<b>01-4310-6100 REPAIR &amp; MAINT--MACHINERY &amp; EQ</b>				
SRM-KODIAK AMERICA LLC	K1660	#1 Blower Parts	1,068.56	
NAPA AUTO PARTS	148048	FUEL SYSTEM PARTS FOR EAGLE	72.19	
<b>01-4310-6910 OTHER PURCHASED SERVICES</b>				
CINTAS	4157840816	BLACK MATS, COVERALLS	21.60	
CINTAS	5160354570	ANTISEPTIC WIPES, TAPE DISPENSER, FIRST AID ITEMS, LENS WIPES, CABINET CHECKED	136.39	
NORCO	37853517	CYLINDER RENTAL	258.85	
TREASURE VALLEY COFFEE INC	2160:09335561	COFFEE, HOT CHOCOLATE	69.35	
<b>01-4310-6930 STREET LIGHTING</b>				
IDAHO POWER	2200749261 05	2200749261 052523	391.56	
IDAHO POWER	2201013857 05	2201013857 052323	20.54	
IDAHO POWER	2203855230 05	2203855230 052323	28.00	
IDAHO POWER	2204535385 05	2204535385 052323	23.86	
IDAHO POWER	2206773224 05	2206773224 052323	8.23	
IDAHO POWER	2207487501 05	22007487501 052323	7.75	
IDAHO POWER	2208316659 05	2208316659 052323	23.01	
<b>01-4310-6950 MAINTENANCE &amp; IMPROVEMENTS</b>				
A.C. HOUSTON LUMBER CO.	2305-583051	PAINT FOR MARKING PARKING CHIP SEAL	19.98	
A.C. HOUSTON LUMBER CO.	2305-583160	COVERS FOR DRAINS AND SEWER LIDS FOR CHIP SEAL	37.42	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
A.C. HOUSTON LUMBER CO.	2306-586967	PAINT FOR MARKING STREETS	19.98	
COLOR HAUS, INC.	7HETD	ROLLERS FOR STREET PAINTING	16.99	
COLOR HAUS, INC.	AZ93D	PAINT FOR MARKING STREET PARKING FOR CHIP SEAL	23.98	
WALKER SAND AND GRAVEL	1152404	5.39 TONS OF ORGANIC FILL @ \$18/TON	97.02	
Total STREET:			8,245.85	
<b>RECREATION</b>				
<b>01-4510-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>				
NBS-NATIONAL BENEFIT SERVI	CP349199	FSA AND HRA PLAN MAY 2023	452.30	
<b>01-4510-2515 VISION REIMBURSEMENT ACCT(HRA)</b>				
NBS-NATIONAL BENEFIT SERVI	927771	FSA AND HRA PLAN ADMIN FEES MAY 2023	16.50	
<b>01-4510-3200 OPERATING SUPPLIES</b>				
BUSINESS AS USUAL INC.	162588	REPORT COVERS - PRONG	29.25	
<b>01-4510-3250 RECREATION SUPPLIES</b>				
A.C. HOUSTON LUMBER CO.	2306-586435	GARDEN ITEMS	55.48	
<b>01-4510-3300 RESALE ITEMS-CONCESSION SUPPLY</b>				
ATKINSONS' MARKET	05673946	ORANGES, APPLES, CHOCOLATE, EGGS	26.42	
ATKINSONS' MARKET	06673733	BANANAS, VANILLA WAFERS, ORANGES	20.31	
<b>01-4510-4200 PROFESSIONAL SERVICE</b>				
BACKGROUND INVESTATION B	INV-26739	StND-P04	19.45	
<b>01-4510-4410 ADVERTISING &amp; PUBLICATIONS</b>				
EXPRESS PUBLISHING, INC.	10002196 0430	10002196 043023	488.80	
<b>01-4510-5200 UTILITIES</b>				
INTERMOUNTAIN GAS	31904030009 0	31904030009 052423	80.40	
<b>01-4510-6100 REPAIR &amp; MAINT--MACHINERY &amp; EQ</b>				
RIVER RUN AUTO PARTS	6538-190728	282996 052523	132.70	
Total RECREATION:			1,321.61	
Total GENERAL FUND:			242,930.19	
<b>WAGON DAYS FUND</b>				
<b>WAGON DAYS EXPENDITURES</b>				
<b>02-4530-3250 SOUVENIRS SUPPLIES</b>				
WALLER, CAROL	052323	WAGON DAYS 2023- POSTER STIPEND	350.00	
Total WAGON DAYS EXPENDITURES:			350.00	
Total WAGON DAYS FUND:			350.00	
<b>GENERAL CAPITAL IMPROVEMENT FD</b>				
<b>GENERAL CIP EXPENDITURES</b>				
<b>03-4193-7100 SUN VALLEY RD MILL &amp; OVERLAY</b>				
CITY OF SUN VALLEY	2023-4	SUN VALLEY RD RECONSTRUCTION (JACOBS)	202,819.68	22098

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
<b>03-4193-7110 DOWNTOWN CORE SIDEWALK INFILL</b>				
EXPRESS PUBLISHING, INC.	10002196 0430	10002196 043023	568.50	
<b>03-4193-7115 2ND AVENUE SHARROWS/BIKE PATH</b>				
BENCHMARK ASSOCIATES, INC.	0423-034	BIKE PATH , LAYOUT REVIEW	3,214.26	
<b>03-4193-7120 4TH STREET PAVER REP(MAIN/WAL)</b>				
CANYON EXCAVATION. LLC	23095APP#1	4TH ST CORRIDOR HERITAGE PROJECT	142,316.84	23095
<b>03-4193-7200 TECHNOLOGY UPGRADES</b>				
CDW GOVERNMENT, INC.	JP34315	APC POWER-SAVING ESSENTIAL SURGE 7OUT	27.92	
CDW GOVERNMENT, INC.	JR14415	APC POWER-SAVING ESSENTIAL SURGE 7OUT	55.84	
CDW GOVERNMENT, INC.	JT07103	ARUBA 2930F 24G	2,561.55	
<b>03-4193-7607 SIDEWALK CURB AND GUTTER</b>				
BENCHMARK ASSOCIATES, INC.	0423-033	SIDEWALK INFILL, RETAINING WALL, ETC	973.50	
EXPRESS PUBLISHING, INC.	10002196 0430	10002196 043023	568.50	
WALKER SAND AND GRAVEL	1153335	139.47 TONS OF 3/8" WASHED CHIPS @ \$22.20 PER TON + \$36 ENVIRO FEE	3,132.24	
WALKER SAND AND GRAVEL	1154633	WASHED CHIP FOR CHIP SEAL, 121.6 TONS + ENVIRO FEES	2,670.42	
Total GENERAL CIP EXPENDITURES:			358,909.25	
<b>POLICE CIP EXPENDITURES</b>				
<b>03-4210-7120 RADIOS (PORTABLE)</b>				
DAY WIRELESS SYSTEMS	INV773316	UPFITTING NEW VEHICLES	12,893.11	
Total POLICE CIP EXPENDITURES:			12,893.11	
<b>FIRE &amp; RESCUE CIP EXPENDITURES</b>				
<b>03-4230-7120 RADIOS (PORTABLE)</b>				
49 ER COMMUNICATIONS INC.	69215	SPEAKER MIC	280.45	
49 ER COMMUNICATIONS INC.	70061	PORTABLE RADIO, WHIP ANTENNAE, SPEAKER MIC, BELT CLIP	2,261.43	
<b>03-4230-7130 PPE (TURNOUT GEAR)</b>				
MUNICIPAL EMERGENCY SERIC	IN1879987	HELMETS FOR FIRE DEPARTMENT	1,211.00	
MUNICIPAL EMERGENCY SERIC	IN1881452	THERMOPLASTIC WILDFIRE FULL BRIM HELMET	255.00	
TYLER, MALLORY	053023	REIMBURSEMENT FOR WILDLAND BOOTS	150.00	
Total FIRE & RESCUE CIP EXPENDITURES:			4,157.88	
<b>RECREATION CIP EXPENDITURES</b>				
<b>03-4510-7115 VAN/BUS FROM MT RIDES</b>				
KUNES COUNTRY FORD LINCOL	060523 VEHIC	2021 FORD TRANSIT T-350 VAN PASSENGER	11,000.00	23104
<b>03-4510-7120 PLOW TRUCK REPLACEMENT</b>				
KUNES COUNTRY FORD LINCOL	060523 VEHIC	EXTENDED WARRANTY	2,587.00	23104
KUNES COUNTRY FORD LINCOL	060523 VEHIC	2021 FORD TRANSIT T-350 VAN PASSENGER	33,185.82	23104
Total RECREATION CIP EXPENDITURES:			46,772.82	
Total GENERAL CAPITAL IMPROVEMENT FD:			422,733.06	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
<b>FIRE &amp; RESCUE CAPITAL IMPR.FND</b>				
<b>FIRE/RESC CAPITAL EXPENDITURES</b>				
<b>11-4230-7500 AUTOMOTIVE EQUIPMENT</b>				
ZIONS BANCORPORATION	3	Fire Truck Lease P&I 20366	58,429.65	
Total FIRE/RESC CAPITAL EXPENDITURES:			58,429.65	
Total FIRE & RESCUE CAPITAL IMPR.FND:			58,429.65	
<b>ORIGINAL LOT FUND</b>				
<b>ORIGINAL LOT TAX</b>				
<b>22-4910-6060 EVENTS/PROMOTIONS</b>				
EDGE EVENT PRODUCTIONS	1310	SOUND, STAGE & LIGHTING EQUIPMENT FOR SUMMER SOLSTICE	8,000.00	
CURTIS, RYAN GLEN	060723	SUMMER SOLSTICE 2023-BAND	599.00	
JUKEBOX PRODUCTIONS	060723	SUMMER SOLSTICE 2023-BAND	2,500.00	
GOLDBERG, NEAL	060723	SUMMER SOLSTIC 2023-BAND	599.00	
Total ORIGINAL LOT TAX:			11,698.00	
Total ORIGINAL LOT FUND:			11,698.00	
<b>ADDITIONAL1%-LOT FUND</b>				
<b>ADDITIONAL 1%-LOT</b>				
<b>25-4910-4220 SUN VALLEY AIR SERVICE BOARD</b>				
SUN VALLEY AIR SERVICE BOA	060223	APRIL MOS 2023	171,212.06	
Total ADDITIONAL 1%-LOT:			171,212.06	
Total ADDITIONAL1%-LOT FUND:			171,212.06	
<b>COMMUNITY HOUSING</b>				
<b>COMMUNITY HOUSING EXPENSE</b>				
<b>54-4410-2515 VISION REIMBURSEMENT ACCT(HRA)</b>				
NBS-NATIONAL BENEFIT SERVI	927771	FSA AND HRA PLAN ADMIN FEES MAY 2023	3.35	
<b>54-4410-4200 PROFESSIONAL SERVICES</b>				
BUSINESS AS USUAL INC.	162236	STAPLE REMOVER, PENS, BLACK MARKERS	13.65	
EXPRESS PUBLISHING, INC.	10002196 0430	10002196 043023	986.82	
SUNNY SHAW & ASSOCIATES	051023	CONSULTING SERVICES	1,937.50	
HOLST ARCHITECTURE, INC	0030454	FEASIBILITY ANALYSIS FOR COMMUNITY HOUSING	34,000.00	23070
<b>54-4410-5200 LIFT TOWER LODGE UTILITIES</b>				
CITY OF KETCHUM	23-MAY	59	187.45	
INTERMOUNTAIN GAS	08335990225 0	08335990225 052423	131.75	
COX BUSINESS	0012401037719	0012401037719502 041723	81.99	
Total COMMUNITY HOUSING EXPENSE:			37,342.51	
Total COMMUNITY HOUSING:			37,342.51	
<b>WATER FUND</b>				

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
<b>63-3700-3600 REFUNDS &amp; REIMBURSEMENTS</b>				
SWANSON, BILL	053023 1334	REFUND FOR OVER PAYMENT	8,307.19	
Total :			8,307.19	
<b>WATER EXPENDITURES</b>				
<b>63-4340-2515 VISION REIMBURSEMENT ACCT(HRA)</b>				
NBS-NATIONAL BENEFIT SERVI	927771	FSA AND HRA PLAN ADMIN FEES MAY 2023	16.50	
NBS-NATIONAL BENEFIT SERVI	CP349199	FSA AND HRA PLAN MAY 2023	181.66	
<b>63-4340-3200 OPERATING SUPPLIES</b>				
CHATEAU DRUG CENTER	2700970	Oxi Stain Remover, Clorox Bleach	17.08	
D & B SUPPLY INC.	66587	PANTS AND SHIRTS	231.89	
GEM STATE PAPER & SUPPLY	1095915	SOAP, TISSUE, ENMOTION TOWEL	329.03	
GO-FER-IT	120524	Water Samples	50.40	
PIPECO, INC.	S5033026.001	PVC PIPE	5.15	
<b>63-4340-3250 LABORATORY/ANALYSIS</b>				
MAGIC VALLEY LABS, INC.	27762	Drinking Water Bacteria, Cooler Return	162.00	
<b>63-4340-3800 CHEMICALS</b>				
GEM STATE WELDERS SUPPLY,I	847531	Hypochlorite Solution	316.00	
<b>63-4340-4200 PROFESSIONAL SERVICES</b>				
FIRE SERVICES OF IDAHO	12507993-1	ANNUAL SERVICE OF FIRE EXT., B402 AMX 5# ABC W/WALL MT	253.00	
FIRE SERVICES OF IDAHO	12508042-1	ANNUAL SERVICE OF FIRE EXT., B456 AMX 10# ABC W/WALL MT, HYDRO TEST	246.00	
OPAL ENGINEERING, PLLC	373	ENGINEERING CONTRACT FOR WATER AND WW DESIGN	1,590.00	22105
<b>63-4340-5100 TELEPHONE &amp; COMMUNICATIONS</b>				
VERIZON WIRELESS	9934833834	365516521 WATER DEPT	123.05	
<b>63-4340-5200 UTILITIES</b>				
DIG LINE	0071487-IN	Monthly Fee	128.10	
IDAHO POWER	2202458903 05	2202458903 - 110 RIVER RANCH RD OPTC	509.23	
IDAHO POWER	2203658592 05	2203658592 - Water Wells/Boosters	5,693.57	
IDAHO POWER	2206786259 05	2206786259 051923 - River Ranch Rd Admn	90.30	
INTERMOUNTAIN GAS	32649330001 0	32649330001 - 110 RIVER RANCH RD A	31.48	
<b>63-4340-6000 REPAIR &amp; MAINT-AUTO EQUIP</b>				
RIVER RUN AUTO PARTS	6538-190746	Oil FILTER	4.99	
<b>63-4340-6100 REPAIR &amp; MAINT-MACH &amp; EQUIP</b>				
McMASTER-CARR SUPPLY CO.	97783854	Thermocouple Probe for Liquids and Gases	103.75	
CANYON EXCAVATION. LLC	2629	Change Out Broken Valve in Meter Vault - Bigwood Condos	186.19	
Total WATER EXPENDITURES:			10,269.37	
Total WATER FUND:			18,576.56	
<b>WATER CAPITAL IMPROVEMENT FUND</b>				
<b>WATER CIP EXPENDITURES</b>				
<b>64-4340-7800 CONSTRUCTION</b>				
FERGUSON ENTERPRISES, LLC	0855258	1.5 OMNI+ R2 1000GA AMR 13LL	4,006.60	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
Total WATER CIP EXPENDITURES:			4,006.60	
Total WATER CAPITAL IMPROVEMENT FUND:			4,006.60	
<b>WASTEWATER FUND</b>				
<b>65-3700-3600 REFUNDS &amp; REIMBURSEMENTS</b>				
SWANSON, BILL	053023 1334	REFUND FOR OVERPAYMENT	1,026.12	
Total :			1,026.12	
<b>WASTEWATER EXPENDITURES</b>				
<b>65-4350-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>				
NBS-NATIONAL BENEFIT SERVI	CP349199	FSA AND HRA PLAN MAY 2023	1,831.81	
<b>65-4350-2515 VISION REIMBURSEMENT ACCT(HRA)</b>				
NBS-NATIONAL BENEFIT SERVI	927771	FSA AND HRA PLAN ADMIN FEES MAY 2023	39.20	
NBS-NATIONAL BENEFIT SERVI	CP349199	FSA AND HRA PLAN MAY 2023	181.66	
<b>65-4350-3200 OPERATING SUPPLIES</b>				
GEM STATE PAPER & SUPPLY	1097078	CLEANING SUPPLIES	29.76	
UPS STORE #2444	MMN7FR53JZ	WATER SAMPLES	13.46	
UPS STORE #2444	MMN7FR5WA	WATER SAMPLES	14.01	
<b>65-4350-3500 MOTOR FUELS &amp; LUBRICANTS</b>				
CHRISTENSEN INC.	1021400	37270 - Wastwater	181.04	
<b>65-4350-3800 CHEMICALS</b>				
ENVIRONMENTAL RESOURCE A	040054	2023 PR AND CRM RENEWAL	1,332.90	23035
THATCHER COMPANY, INC.	2023100113269	ALUMINUM SULFATE	7,987.00	23073
<b>65-4350-4200 PROFESSIONAL SERVICES</b>				
ANALYTICAL LABORATORIES, I	2303612	Biosolids Monitoring, Wastewater Monitorng	982.44	
FIRE SERVICES OF IDAHO	12508018-1	ANNUAL SERVICE OF FIRE EXT., B402 AMX 5# ABC W/WALL MT, HYDRO TEST	506.00	
<b>65-4350-5200 UTILITIES</b>				
IDAHO POWER	2202703357 05	2202703357 - 1001 Chief Joseph Ct Wy Equ Ctr	207.97	
IDAHO POWER	2206786259 05	2206786259 - 110 River Ranch Rd Admn	90.30	
INTERMOUNTAIN GAS	32649330001 0	32649330001 - 110 RIVER RANCH RD SLUDGE BLDG	11.62	
INTERMOUNTAIN GAS	32649330001 0	32649330001 - 110 RIVER RANCH RD GRIT BLDG	148.25	
INTERMOUNTAIN GAS	32649330001 0	32649330001 - 110 RIVER RANCH RD A	31.49	
INTERMOUNTAIN GAS	32649330001 0	32649330001 - 110 RIVER RANCH RD C	352.99	
INTERMOUNTAIN GAS	58208688554 0	58208688554 - 110 RIVER RANCH RD MECH BAR SCREEN	9.79	
<b>65-4350-6100 REPAIR &amp; MAINT-MACH &amp; EQUIP</b>				
A.C. HOUSTON LUMBER CO.	2306-584255	WIRE CONN GRY 25PK	6.58	
D-SWANER WELDING, INC.	20469	Head Gate for Sewer Plant - Parts & Labor	4,396.54	
FERGUSON ENTERPRISES, LLC	0854822	2 COMB AIR RELEASE VLV	455.00	
PIPECO, INC.	S5044659.001	Poly Tubing, Barb Adapert	33.62	
<b>65-4350-6900 COLLECTION SYSTEM SERVICES/CHA</b>				
DIG LINE	0071487-IN	Monthly Fee	128.09	
NAPA AUTO PARTS	148153	CASTROL TRANSYND 668 SYNTHETIC	51.99	
NAPA AUTO PARTS	148325	Delo Motor Oil 10W30	27.49	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
CHRISTENSEN INC.	1021400	37270 - Wastwater	236.03	
SOURCE ONE ENVIROMENTAL L	32824	PNEUMATIC DUAL CAULK GUN, PRF GUARDS, SCF GUARDS	1,809.97	
Total WASTEWATER EXPENDITURES:			21,097.00	
Total WASTEWATER FUND:			22,123.12	
<b>WASTEWATER CAPITAL IMPROVE FND</b>				
<b>WASTEWATER CIP EXPENDITURES</b>				
<b>67-4350-7813 CAPITAL IMP PLAN(NO SHARING)</b>				
EXPRESS PUBLISHING, INC.	10002196 0430	10002196 043023	419.52	
Total WASTEWATER CIP EXPENDITURES:			419.52	
Total WASTEWATER CAPITAL IMPROVE FND:			419.52	
<b>PARKS/REC DEV TRUST FUND</b>				
<b>PARKS/REC TRUST EXPENDITURES</b>				
<b>93-4900-7700 WATCH ME GROW GARDEN</b>				
WEBB LANDSCAPING	K-IN-180736	WEED AND GRASS KILLER, POTATO STARTS, POTTING SOIL	43.50	
Total PARKS/REC TRUST EXPENDITURES:			43.50	
Total PARKS/REC DEV TRUST FUND:			43.50	
Grand Totals:			989,864.77	

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

### CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:  Staff Member/Dept:

Agenda Item:

**Recommended Motion:**

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

**Reasons for Recommendation:**

- Ketchum Municipal Code requires certain licenses to sell liquor, beer or wine.
- The attached applications are for the period of September 1, 2023 – August 31, 2024
- Council approval is requested to complete the process of issuing such beer, wine and liquor licenses.

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

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 September 1<sup>st</sup>. 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.

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

**Sustainability Impact:**

None

**Financial Impact:**

Revenue:	The City will realize a revenue of \$3,330.00 from approval of these licenses in accordance with the current fee structure.
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**Attachments:**

1. Table of Licenses
2. Beer, Wine & Liquor-by-the-Drink License Applications

<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>Total Amount of Fees Paid</u>
Kith & Kin DBA The Covey	X	X			X	\$810.00
Sinjin Thomas DBA Johnny G's Subshack	X					\$200.00
Phoenix Enterprises DBA Magic Lantern	X		X			\$400.00
Sun Valley Performing Arts DBA The Argyros	X		X			\$400.00
Sun Valley Company DBA River Run Lodge	X				X	\$760.00
Sun Valley Company DBA Warm Springs Lodge	X				X	\$760.00



City of Ketchum

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

Submit completed application by e-mail and fees by check or cash to the City Clerk Office, PO Box 2315, 191 W. 5th St, Ketchum, ID 83340. If renewing, you may pay online at xpressbillpay.com. For questions, please e-mail finance@ketchumidaho.org or call (208) 726-3841.

<b>APPLICANT INFORMATION</b>	
Applicant Name: <u>Kith and Kin, LLC</u>	Doing Business As: <u>The Covey</u>
Physical Address where license will be displayed: <u>520 Washington Ave. Noah</u>	
Mailing Address: <u>PO Box 900</u>	
Recorded Owner of Property: <u>Jesse Sheue</u>	
Applicant Phone Number: <u>208 726 3162</u>	Applicant Email: <u>info@thecovey.com</u>
STATE LICENSE NO: <u>3880</u> (copy required)	COUNTY LICENSE NO: <u>38</u> (copy required)
Corporation: <input type="checkbox"/> Partnership: <input checked="" 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: <u>Jesse Sheue</u> <u>Jane Sheue</u> <u>PO Box 900</u> <u>Ketchum ID 83340</u>
<b>BEER LICENSE FEES</b>	
Draft or Bottled or Canned Beer to be consumed on premises	\$200.00
Bottled or Canned Beer NOT to be consumed on premises	\$ 50.00
<b>WINE LICENSE FEES</b>	
Wine, to be consumed on premises	\$200.00
Wine, NOT to be consumed on premises	\$200.00
<b>LIQUOR LICENSE FEES</b>	
Liquor by the Drink (Note: Liquor fee includes wine)	\$560.00
Total Fees Due <u>\$ 810.00</u>	
<b>ADDITIONAL INFORMATION</b>	
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"/>	

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.

[Signature] \_\_\_\_\_ owner  
Applicant Signature Relation to Business

5/10/23  
Date

\_\_\_\_\_  
City Clerk or Deputy Signature

OFFICIAL USE ONLY		
Date Received: <u>5/10/23</u>	License Fee Paid: <u>1810.00</u>	License No: <u>2218A</u>
To the City Council, Ketchum, Idaho; The undersigned, a Corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Individual <input type="checkbox"/> , does hereby make application for a license to sell during the year of September 1, <u>2023</u> - August 31, <u>2024</u>		
Approved by City of Ketchum Idaho by;		
_____ Mayor		





City of Ketchum

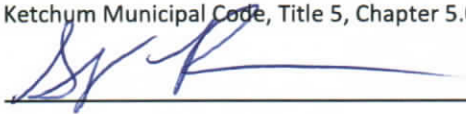
**Beer, Wine & Liquor-by-the Drink License Application**

Submit completed application by e-mail and fees by check or cash to the City Clerk Office, PO Box 2315, 191 W. 5th St, Ketchum, ID 83340. If renewing, you may pay online at [xpressbillpay.com](http://xpressbillpay.com). For questions, please e-mail [finance@ketchumidaho.org](mailto:finance@ketchumidaho.org) or call (208) 726-3841.

APPLICANT INFORMATION		
Applicant Name: <u>Simon Thomas</u>	Doing Business As: <u>Johnny G's Subshack</u>	
Physical Address where license will be displayed: <u>371 Washington Ave. N. Ketchum, ID</u>		
Mailing Address: <u>PO Box 3673 Ketchum, ID 83340</u>		
Recorded Owner of Property: <u>JGS LLC</u>		
Applicant Phone Number: <u>(208)-721-1320</u>	Applicant Email: <u>johnnygtn@gmail.com</u>	
STATE LICENSE NO: _____ (copy required)	COUNTY LICENSE NO: _____ (copy required)	
Corporation: <input type="checkbox"/>	List names and addresses of corporation officers and/or partners: <u>Trevor Thomas owner</u> <u>PO Box 3673 Ketchum, ID</u>	
Partnership: <input checked="" 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		
Draft or Bottled or Canned Beer to be consumed on premises		\$200.00
Bottled or Canned Beer NOT to be consumed on premises		\$ 50.00
WINE LICENSE FEES		
Wine, to be consumed on premises		\$200.00
Wine, NOT to be consumed on premises		\$200.00
LIQUOR LICENSE FEES		
Liquor by the Drink (Note: Liquor fee includes wine)		\$560.00
Total Fees Due		\$ <u>200.00</u>
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/officer of the applicant been convicted of any felony within the last five years? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		

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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.



Owner

Applicant Signature

Relation to Business

5/11/23

Date

City Clerk or Deputy Signature

OFFICIAL USE ONLY		
Date Received: 5/19/23	License Fee Paid: \$200.00	License No: 7114A
<p>To the City Council, Ketchum, Idaho; The undersigned, a Corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Individual <input type="checkbox"/>, does hereby make application for a license to sell during the year of September 1, 2023 - August 31, 2024</p> <p>Approved by City of Ketchum Idaho by;</p> <p>_____ Mayor</p>		



City of Ketchum

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

Submit completed application by e-mail and fees by check or cash to the City Clerk Office, PO Box 2315, 191 W. 5th St, Ketchum, ID 83340. If renewing, you may pay online at [xpressbillpay.com](http://xpressbillpay.com). For questions, please e-mail [finance@ketchumidaho.org](mailto:finance@ketchumidaho.org) or call (208) 726-3841.

APPLICANT INFORMATION	
Applicant Name: <u>PHOENIX ENTERPRISES</u>	Doing Business As: <u>MAGIC LANTERN</u>
Physical Address where license will be displayed: <u>100 2<sup>ND</sup> ST. EAST</u>	
Mailing Address: <u>Box 238 KETCHUM ID 83340</u>	
Recorded Owner of Property: <u>RICHARD &amp; CHERYL KESSLER</u>	
Applicant Phone Number: <u>208-720-3719</u>	Applicant Email: <u>magiclantern@sunvalleyint.com</u>
STATE LICENSE NO: _____ (copy required)	COUNTY LICENSE NO: _____ (copy required)
Corporation: <input checked="" type="checkbox"/> 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: <u>RICHARD KESSLER</u> <u>Box 238</u> <u>KETCHUM ID 83340</u>
BEER LICENSE FEES	
Draft or Bottled or Canned Beer to be consumed on premises	\$200.00
Bottled or Canned Beer NOT to be consumed on premises	\$ 50.00
WINE LICENSE FEES	
Wine, to be consumed on premises	\$200.00
Wine, NOT to be consumed on premises	\$200.00
LIQUOR LICENSE FEES	
Liquor by the Drink (Note: Liquor fee includes wine)	\$560.00
Total Fees Due \$ <u>400.00</u>	
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"/>	



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.

R. Kersh owner  
Applicant Signature Relation to Business

5/17/23  
Date

\_\_\_\_\_  
City Clerk or Deputy Signature

OFFICIAL USE ONLY		
Date Received: <u>5/18/23</u>	License Fee Paid <u>\$400</u>	License No: <u>57A</u>
<i>To the City Council, Ketchum, Idaho;</i> 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 September 1, <u>2023</u> - August 31, <u>2024</u>		
Approved by City of Ketchum Idaho by;		
_____ Mayor		





City of Ketchum

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

Submit completed application by e-mail and fees by check or cash to the City Clerk Office, PO Box 2315, 191 W. 5th St, Ketchum, ID 83340. If renewing, you may pay online at [xpressbillpay.com](http://xpressbillpay.com). For questions, please e-mail [finance@ketchumidaho.org](mailto:finance@ketchumidaho.org) or call (208) 726-3841.

APPLICANT INFORMATION		
Applicant Name: SUN VALLEY PERFORMING ARTS, INC.		Doing Business As: THE ARGYROS
Physical Address where license will be displayed: 120 S MAIN ST, KETCHUM, ID, 83340		
Mailing Address: PO BOX 4921		
Recorded Owner of Property: SUN VALLEY PERFORMING ARTS, INC.		
Applicant Phone Number: (208) 726-7872		Applicant Email: melissa@theargyros.org
STATE LICENSE NO: 26464 (copy required)		COUNTY LICENSE NO: 2023-22 (copy required)
Corporation: <input checked="" type="checkbox"/> 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: DAVE OLSEN, BOARD PRESIDENT CASEY MOTT, EXECUTIVE DIRECTOR, (310) 460-8363 MIKE HOOVER, OPERATIONS DIRECTOR (208) 481-2827 NICK HARMAN, AUDIENCE SERVICES MANAGER, (208) 450-9068
BEER LICENSE FEES		
<input checked="" type="checkbox"/>	Draft or Bottled or Canned Beer to be consumed on premises	\$200.00
<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 type="checkbox"/>	Liquor by the Drink (Note: Liquor fee includes wine)	\$560.00
Total Fees Due		\$ <u>400.00</u>
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"/>		

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Office Administrator

Applicant Signature

Relation to Business

May 9, 2023

Date

City Clerk or Deputy Signature

OFFICIAL USE ONLY		
Date Received: 5/19/23	License Fee Paid \$400.00	License No: 6661
<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 September 1, 2023 - August 31, 2024</p> <p>Approved by City of Ketchum Idaho by;</p> <p>_____</p> <p>Mayor</p>		



City of Ketchum

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

Submit completed application by e-mail and fees by check or cash to the City Clerk Office, PO Box 2315, 191 W. 5th St, Ketchum, ID 83340. If renewing, you may pay online at xpressbillpay.com. For questions, please e-mail finance@ketchumidaho.org or call (208) 726-3841.

APPLICANT INFORMATION		
Applicant Name:	Sun Valley Company	Doing Business As: River Run Lodge
Physical Address where license will be displayed:	500 River Run Plaza, Ketchum, ID 83340	
Mailing Address:	P.O. Box 10, Sun Valley, ID 83353	
Recorded Owner of Property:	Sun Valley Company	
Applicant Phone Number:	208-622-2222	Applicant Email: VSEITHOESSLER@SunValley.com
STATE LICENSE NO:	1556 (copy required)	COUNTY LICENSE NO: 54 (copy required)
Corporation: <input checked="" type="checkbox"/>	List names and addresses of corporation officers and/or partners: See Attached	
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
<input type="checkbox"/>	Bottled or Canned Beer NOT to be consumed on premises	\$ 50.00
WINE LICENSE FEES		
<input 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 fee includes wine)	\$560.00
Total Fees Due		\$ 760.00
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"/>		



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.

[Signature] Vice President / General Manager  
Applicant Signature Relation to Business

5/25/2023  
Date

\_\_\_\_\_  
City Clerk or Deputy Signature

OFFICIAL USE ONLY		
Date Received: <u>6/5/23</u>	License Fee Paid: <u>\$ 760.00</u>	License No: <u>49A</u>
To the City Council, Ketchum, Idaho: The undersigned, a Corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Individual <input type="checkbox"/> , does hereby make application for a license to sell during the year of September 1, <u>2023</u> - August 31, <u>2024</u>		
Approved by City of Ketchum Idaho by;		
_____ Mayor		

## **Sun Valley Company Officers**

Name: Pete Sonntag  
Title: Vice President, General Manager  
Address: 630 Kintail Dr., Hailey, ID 83333  
Phone: 208.622.2066

Name: Stephen E. Holding  
Title: Director  
Address: 812 Upper Redmond, P.O. Box 4898, Jackson, WY 83001  
Phone: 801.524.2715

Name: Bruce Fery  
Title: Chairman of the Board, CEO  
Address: 6351 Shenandoah Park Ave, Salt Lake City, UT 84121  
Phone: 801.258.6610



City of Ketchum

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

Submit completed application by e-mail and fees by check or cash to the City Clerk Office, PO Box 2315, 191 W. 5th St, Ketchum, ID 83340. If renewing, you may pay online at [xpressbillpay.com](http://xpressbillpay.com). For questions, please e-mail [finance@ketchumidaho.org](mailto:finance@ketchumidaho.org) or call (208) 726-3841.

APPLICANT INFORMATION			
Applicant Name: <u>Sun Valley Company</u>	Doing Business As: <u>Warm Springs Lodge</u>		
Physical Address where license will be displayed: <u>201 Picabo Street, Ketchum, ID 83340</u>			
Mailing Address: <u>P.O. Box 10, Sun Valley, ID 83353</u>			
Recorded Owner of Property: <u>Sun Valley Company</u>			
Applicant Phone Number: <u>208.622-2221</u>	Applicant Email: <u>vschoessler@sunvalley.com</u>		
STATE LICENSE NO: <u>1556</u> (copy required)	COUNTY LICENSE NO: <u>54</u>	(copy required)	
Corporation: <input checked="" type="checkbox"/>	List names and addresses of corporation officers and/or partners: <u>See Attached</u>		
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	
<input type="checkbox"/>	Bottled or Canned Beer NOT to be consumed on premises	\$ 50.00	
WINE LICENSE FEES			
<input 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 fee includes wine)	\$560.00	
Total Fees Due		\$ <u>760.00</u>	
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>			

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[Signature] Vice President / General Manager  
Applicant Signature Relation to Business

5/25/2023  
Date

\_\_\_\_\_  
City Clerk or Deputy Signature

OFFICIAL USE ONLY		
Date Received: <u>6/5/23</u>	License Fee Paid: <u>\$760.00</u>	License No: <u>1339A</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 September 1, <u>2023</u> - August 31, <u>2024</u>		
Approved by City of Ketchum Idaho by;		
_____ Mayor		

## **Sun Valley Company Officers**

Name: Pete Sonntag  
Title: Vice President, General Manager  
Address: 630 Kintail Dr., Hailey, ID 83333  
Phone: 208.622.2066

Name: Stephen E. Holding  
Title: Director  
Address: 812 Upper Redmond, P.O. Box 4898, Jackson, WY 83001  
Phone: 801.524.2715

Name: Bruce Fery  
Title: Chairman of the Board, CEO  
Address: 6351 Shenandoah Park Ave, Salt Lake City, UT 84121  
Phone: 801.258.6610





City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: June 12, 2023 Staff Member/Dept: Robyn Mattison/Public Works

Agenda Item: Recommendation to Approve Right-of-Way Encroachment Agreement 22853 for the placement of telecommunications infrastructure in the public right-of-way in the alley between Washington Ave and First Ave, and Wood River Dr. and Second Street.

Recommended Motion:

I move to authorize the Mayor to sign Right-of-Way Encroachment Agreement 22853 between the City and CenturyLink.

Reasons for Recommendation:

- The improvements will not impact the use or operation of the alley.
The improvements will not impact drainage or snow removal within the public right-of-way.
The project complies with all standards for Right-of-Way Encroachment Permit issuance specified in Ketchum Municipal Code §12.12.060.

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

The project proposes to install a new underground telecommunications vault within the public right-of-way. The new pull box will be located in the alley adjacent to 131 Washington Ave and 160 Second Street.

Pursuant to Ketchum Municipal Code §12.12.040.C, a Right-of-Way Encroachment Permit is required for any permanent encroachment of the public right-of-way where a permanent fixture to the ground or a building will occur. The associated Right-of-Way Encroachment Agreement is intended to help protect the City in the event the proposed encroachments were to ever pose an issue requiring repair, relocation, or removal of the encroachment. The standards for issuance of a Right-of-Way Encroachment Permit are specified in Ketchum Municipal Code §12.12.060. The encroachments proposed for the alley adjacent to 131 Washington Ave and 160 Second Street by CenturyLink complies with all standards.

Sustainability Impact:

None OR state impact here: None

Financial Impact:

None OR Adequate funds exist in account: None

Attachments:

- 1. Right-of-Way Encroachment Agreement 22853
2. Exhibit "A"

**WHEN RECORDED, PLEASE RETURN TO:**

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

---

**RIGHT-OF-WAY ENCROACHMENT AGREEMENT 22853**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho and Brett McKinney, representing CenturyLink (collectively referred to as "Owner"), whose address is 11425 W Executive Dr. Boise, ID 83713.

*RECITALS*

WHEREAS, Owner wishes to permit placement of a new telecommunications vault/pullbox in the alley adjacent to 131 Washington Ave and 160 Second Street. The top of the new pullbox will be at grade level. These improvements are shown in Exhibit "A" attached hereto and incorporated herein (collectively referred to as the "Improvements"); and,

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

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

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

*TERMS AND CONDITIONS*

1. Ketchum shall permit Owner to install telecommunication infrastructure identified in Exhibit "A" within the public right-of-way in the alley adjacent to 131 Washington Ave and 160 Second Street until notified by Ketchum to remove the infrastructure at which time Owner shall remove infrastructure at Owner's expense.

2. Owner shall be responsible for the maintenance of said Improvements and shall repair said improvements within 48 hours upon notice from Ketchum that repairs are needed. Any modification to the improvements identified in Exhibit "A" shall be approved by the City prior to any modifications taking place.

3. Owner shall be responsible for restoring the sidewalk, street, curb and gutter and any landscaping that is altered due to the construction and installation of the pullbox, to the satisfaction of the Director of Streets and Facilities.

4. In consideration of Ketchum allowing Owner to maintain the Improvements in the public right-of-way, Owner agrees to indemnify and hold harmless Ketchum from and against any and all claims of liability for any injury or damage to any person or property arising from the

Improvements constructed, installed and maintained in the public right-of-way. Owner shall further indemnify and hold Ketchum harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Owner's part to be performed under this Agreement, or arising from any negligence of Owner or Owner's agents, contractors or employees and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such action or proceeding brought thereon. In the event any action or proceeding is brought against Ketchum by reason of such claim, Owner, upon notice from Ketchum, shall defend Ketchum at Owner's expense by counsel satisfactory to Ketchum. Owner, as a material part of the consideration to Ketchum, hereby assumes all risk of damages to property or injury to persons in, upon or about the Improvements constructed, installed and maintained in the public right-of-way arising from the construction, installation and maintenance of said Improvements and Owner hereby waives all claims in respect thereof against Ketchum.

5. Ketchum shall not be liable for injury to Owner's business or loss of income therefrom or for damage which may be sustained by the person, goods, wares, merchandise or property of Owner, its tenants, employees, invitees, customers, agents or contractors or any other person in or about the Subject Property caused by or resulting from the Improvements constructed, installed, removed or maintained in the public right-of-way.

6. Owner understands and agrees that by maintaining the Improvements in the public right-of-way pursuant to this Agreement, Owner obtains no claim or interest in said public right-of-way which is adverse to that of Ketchum and that Owner obtains no exclusive right to said public right-of-way nor any other right to use the public right-of-way not specifically described herein.

7. In the event either party hereto retains an attorney to enforce any of the rights, duties and obligations arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney's fees at the trial and appellate levels and, whether or not litigation is actually instituted.

8. This Agreement shall be governed by, construed, and enforced in accordance with the laws and decisions of the State of Idaho. Venue shall be in the District Court of the fifth Judicial District of the State of Idaho.

9. This Agreement sets forth the entire understanding of the parties hereto and shall not be changed or terminated orally. It is understood and agreed by the parties hereto that there are no verbal promises or implied promises, agreements, stipulations or other representations of any kind or character pertaining to the Improvements maintained in the public right-of-way other than as set forth in this Agreement.

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

11. This Agreement shall be recorded with the Blaine County Recorder by Ketchum.

12. The parties fully understand all of the provisions of this Agreement, and believe them to be fair, just, adequate, and reasonable, and accordingly accept the provisions of this Agreement freely and voluntarily.

OWNER:

CITY OF KETCHUM:

By: \_\_\_\_\_  
Brett McKinney  
Its: Construction/Engineering Regional Manager

By: \_\_\_\_\_  
Neil Bradshaw  
Its: Mayor

STATE OF \_\_\_\_\_, )  
County of \_\_\_\_\_, ) ss.  
)

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

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

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
Residing at \_\_\_\_\_  
Commission expires \_\_\_\_\_

STATE OF IDAHO )  
County of Blaine ) ss.  
)

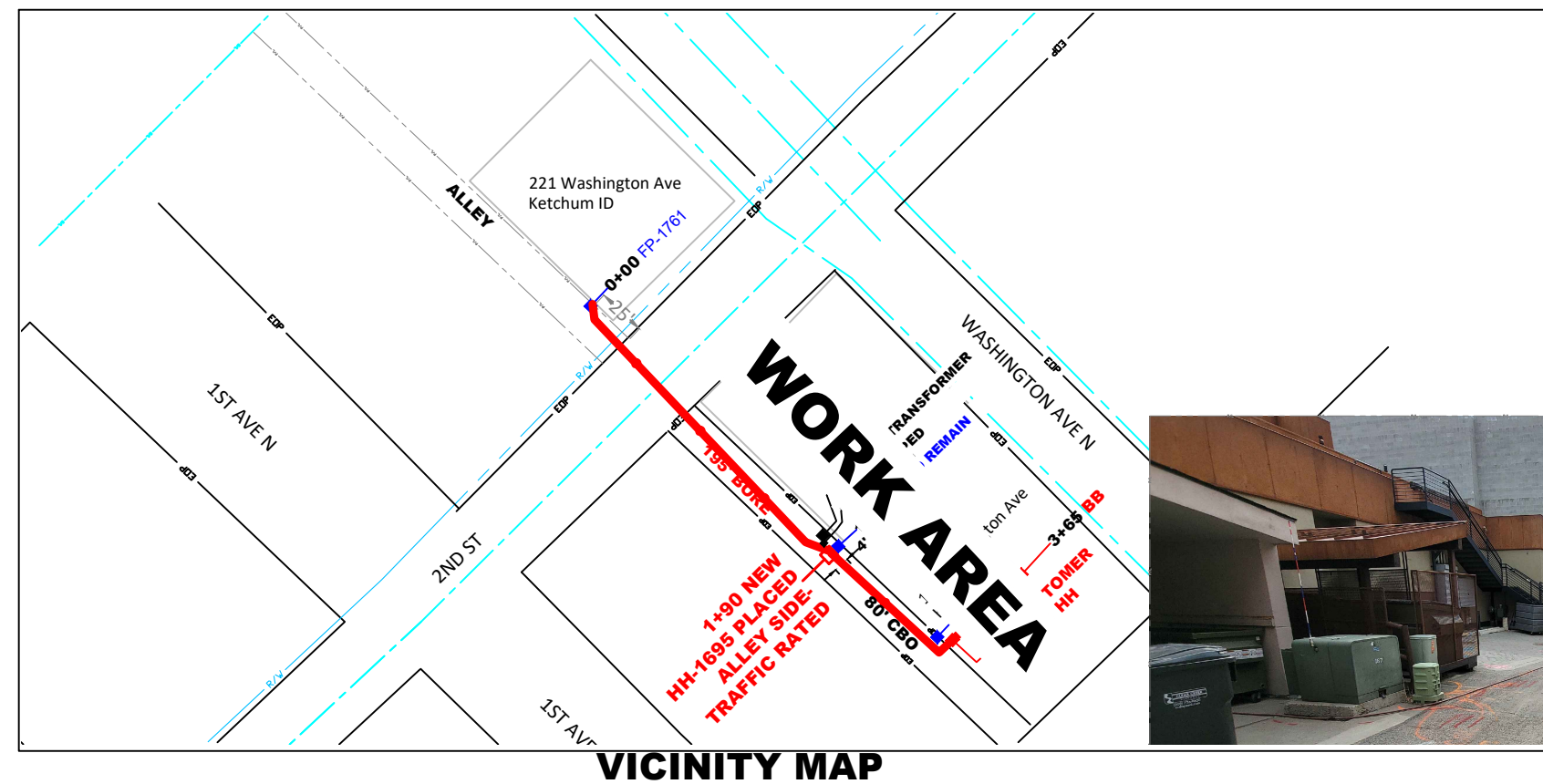
On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned Notary Public in and for said State, personally appeared NEIL BRADSHAW, known or identified to me to be the Mayor of the CITY OF KETCHUM, IDAHO, and the person who executed the foregoing instrument on behalf of said municipal corporation and acknowledged to me that said municipal corporation executed the same.

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

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
Residing at \_\_\_\_\_  
Commission expires \_\_\_\_\_

**EXHIBIT "A"**

LEGEND SHEET		SYMBOLY	
CENTERLINES		BRASS CAP	
MONUMENT LINE		STREET SIGN	
PROPERTY LINE		TREE	
RIGHT OF WAY		BUSH	
PUE		CACTUS	
MATCHLINE		UTILITY CABINET	
RAILROAD		POWER POLE	
CATV LINE		WOOD POWER POLE	
ELECTRIC		PROPOSED ANCHOR	
OVERHEAD ELECTRIC		TRAFFIC LIGHT POLE	
OVERHEAD T & E		STREET LIGHT	
GAS		STEEL POWER POLE	
PETROLEUM		WOOD TRANSMISSION POLE	
IRRIGATION		STEEL TRANSMISSION POLE	
RWCD IRRIGATION PIPE		JUNCTION BOX	
SEWER		UTILITY VAULT/HAND HOLE	
STORM DRAIN		GROUND TRANSFORMER	
TELEPHONE		CATV POWER SUPPLY	
JOINT TRENCH TELCO/ELEC		CATV PEDESTAL	
AERIAL UTILITY (FIBER OPTIC)		TELCO PEDESTAL	
BURIED UTILITY (FIBER OPTIC)		POWER PED EXISTING	
ABN TELCO		POWER PED NEW	
WATER		WATER METER	
RECLAIMED WATER		WATER VALVE	
FENCE		FIRE HYDRANT	
WALL		BACK FLOW PREVENTER	
CITY LIMITS		PROPOSED RISER	
TRAFFIC SIGNAL		PROPOSED DG TO FOREIGN ANCHOR	
STREET LIGHT		TRENCH FTG	
BORE		ASPHALT CUT FTG	
ASPHALT CUT & RESTORE		CATCH BASIN	
TRENCH		CULVERT	
		IRRIGATION CONTROL VALVE	
		IRRIGATION MANHOLE	
		WATER MANHOLE	
		SEWER MANHOLE	
		STORM DRAIN MANHOLE	
		GAS MANHOLE	
		TELCO MANHOLE	
		CATV MANHOLE	
		GAS VALVE	
		GAS METER	
		ELECTRIC METER	
		ELECTRIC VAULT/PULLBOX	
		TEL MANHOLE EXISTING	
		TEL MANHOLE NEW	
		TELCO HANDHOLE EXISTING	
		TELCO HANDHOLE NEW	
		4'x4' BOREPIT	
		SAI EXISTING	
		SAI NEW	
		RT EXISTING	
		RT NEW	
		TELCO REPEATER NEW	
		TELCO REPEATER EXISTING	
		COOLPED NEW	
		COOLPED EXISTING	
		PROPOSED AERIAL FIBER SLACK LOOP	
		BORE FTG	
		SLACK LOOP FTG	



- CONSTRUCTION NOTES:**
- UTILITY LOCATE 72 HOURS PRIOR TO TRENCHING OR DIGGING
  - THE EXISTENCE AND LOCATION ON ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PRINTS WERE OBTAINED BY FIELD INSPECTION AND/OR A SEARCH OF AVAILABLE COUNTY RECORDS. THE ACTUAL LOCATION AND NATURE OF THE UNDERGROUND FACILITIES MAY BE DIFFERENT THAN SHOW. CONTRACTOR IS REQUIRE TO VERIFY PRIOR TO EXCAVATION.
  - FOR UNDERGROUND ACTIVITY: TEST AND VENTILATE MANHOLE/UTILITY VAULT PRIOR TO ENTRY, PLACE WARNING DEVICES AND WORK ARE PROTECTION AS REQUIRED, AND USE ALL SAFETY PROJECTION PER FEDERAL, STATE, AND LOCAL REGULATIONS.
  - ALL EXCAVATION, TRENCHING, AND SHORING IS TO ADHERE TO THE CODE OF ALL EXCAVATION, TRENCHING, AND SHORING IS TO ADHERE TO THE CODE OF CODE OF FEDERAL REGULATIONS (CFR) 1926.650 SUBPART P.
    - PROVIDE ALL PITS WITH 1'x1' SLOPE AT ONE END OF EXCAVATION FOR TECHNICIAN INGRESS/EGRESS.
    - EXCAVATED SPOILS ARE TO BE NO LESS THAN 24" FROM EDGE OF PIT OR FROM EDGE OF PIT OR TRENCH.
    - BARRICADE ALL OPEN PITS AND TRENCHING FOR PUBLIC SAFETY. ALL BARRICADES MUST BE EQUIPPED WITH FLASHING LIGHTS FOR NIGHT VISIBILITY.
    - FOR PITS GREATER THAN 4' IN DEPTH, USE APPROPRIATE SHORING FOR WALL STABILITY.
  - TRENCH COVER IS TO BE 36" MINIMUM AND FREE OF ROCKS, DEBRIS AND CLODS. THE TRENCH IS TO BE A MINIMUM OF 36" COVER IN DEVELOPED AREAS AND A MINIMUM OF 48" OF COVER IN UNDEVELOPED AREAS (ANY VARIANCE FROM THESE STANDARDS WILL BE SPECIFIED ON THE PLANS).
  - ALL ASPHALT/CONCRETE AND LANDSCAPING REMOVED, DISTURBED, OR DAMAGED AS A RESULT OF CONSTRUCTION SHALL BE RESTORED TO ORIGINAL CONDITION OR BETTER.
  - NORMAL/GUIDED-BORING METHOD RECOMMENDED WHEN BORING.
  - ADHERE TO AIRTIGHT GUIDELINES UNLESS OTHERWISE NOTED.
  - BOND BURIED/AERIAL FACILITIES AS REQUIRED BY JURISDICTIONAL AGENCY(S).
  - AERIAL FACILITIES ARE TO BE TESTED PRIOR TO BEGINNING WORK PER STATE AND LOCAL REGULATIONS.
  - ALL WORK AREA PROTECTIONS FOR TRAFFIC CONTROL IS TO BE WITH APPROVED WARNING DEVICES AND PLACED PER STATE DEPARTMENT OF TRANSPORTATION AND/OR PUBLIC WORKS ENGINEERING DEPARTMENT STANDARDS AND SPECIFICATIONS. IF REQUIRED, A TRAFFIC CONTROL PLAN SHALL BE SUBMITTED TO THE REQUESTING PERMITTING AGENCY. PRIOR TO BEGINNING WORK, PERMITTING AGENCIES MUST BE NOTIFIED 48 HOURS IN ADVANCE OF CONSTRUCTION ACTIVITIES.
  - EXISTING PEDESTRIAN CROSSWALKS AND WALKING AREAS SHALL BE MAINTAINED AT ALL TIMES. AS NECESSARY, TEMPORARY PEDESTRIAN CROSSWALKS AND WALKING AREAS SHALL BE PROVIDED AND MAINTAINED PER STATE DEPARTMENT OF TRANSPORTATION AND/OR PUBLIC WORKS ENGINEERING DEPARTMENT STANDARDS AND SPECIFICATIONS.
  - THE FOLLOWING FOOTAGES ARE ESTIMATES. FOOTAGES TO BE VERIFIED PRIOR TO CONSTRUCTION.

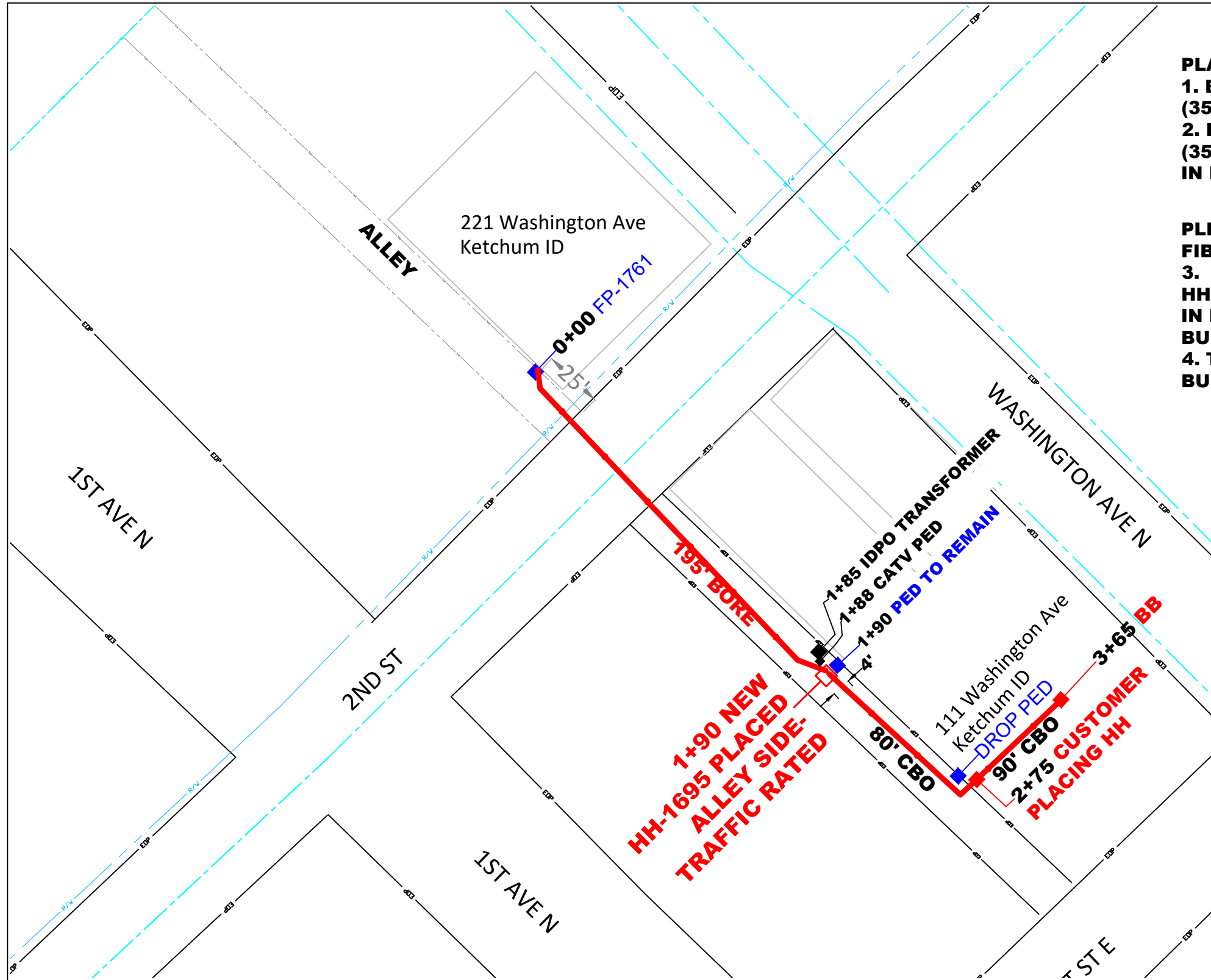
**RIGHT OF WAY NOTES:**  
RIGHT OF WAY LINES DEPICTED HAVE BEEN RESEARCHED USING SOME OR ALL OF THE FOLLOWING RESOURCES/METHODS:  
REFERRING TO RECORDED SURVEYS AND COUNTY PARCEL MAP, SEARCHING FOR PROPERTY CORNER PINS, SEARCHING FOR CENTERLINE MONUMENTS, AND GEOGRAPHICAL OBSERVATION (FENCES, UTILITY LOCATIONS, CHANGES IN LANDSCAPING, ETC.)  
DISCLAIMER: ABSOLUTE RIGHT OF WAY LINES LOCATION MUST BE OBTAINED VIA PROFESSIONAL LAND SURVEY (WHEN NECESSARY).

- AERIAL CONSTRUCTION NOTES:**
- MAINTAIN 40" BELOW LOWEST POWER ATTACHMENTS (TYPICALLY NEUTRAL).
  - MAINTAIN 30" BELOW NEUTRAL AT MID SPAN.
  - CANNOT USE POWER ANCHORS ON ANY CORNER POLE WITH OVER 6' OF ANGLE.
  - MAINTAIN 15'-6" MID-SPAN CLEARANCE TO GRADE/ROAD MINIMUM.
  - SIX FOOT SPACING (MINIMUM) BETWEEN PROPOSED CTL ANCHOR AND EXISTING POWER ANCHORS.

**BLAINE COUNTY**

<b>GEO: 360231</b> <b>TAX: 06000</b> <b>TPR: 110301</b>	<b>SCOPE OF WORK: FIBER ENTRANCE TO CUSTOMER</b> <b>SITE 111 WASHINGTON AVE KETCHUM ID, 83340</b> <b>CLLI:KTCHIDEB</b>	<b>REVISIONS</b>			<b>ECD: 10/31/2022</b>	
		DATE	DESCRIPTION			
		7/12/00	change from BD07 to BD05 ped			
		8/1/22	HH instead of ped for fiber			
		10/6/22	CHANGE LEC FROM 019 TO 135 AND ECD UPDATE			
FW PROJECT	WFMT PROJECT:	COMMUNITY NAME	ENGINEERING CONTACT	CONTRACT ENGINEER	CONSTRUCTION COORDINATOR	SPlicing COORDINATOR
<b>N.997006</b>	<b>A.2919144</b>	NAME: KETCHUM CITY: KETCHUM	NAME: BRAD MCNEW PHONE: 208-646-3599	NAME: K HADLEY COMPANY: MTN LTD	NAME: JEFF DUNN PHONE: 208-736-0906	NAME: RICK PERKINS PHONE: 208-733-0265
				ISSUE: 4 WC CLLI: <b>KTCHIDMA</b>		EXCEPT AS MAY BE OTHERWISE PROVIDED BY CONTRACT, THESE DRAWINGS AND SPECIFICATIONS SHALL REMAIN THE PROPERTY OF CENTURYLINK BEING ISSUED IN STRICT CONFIDENCE AND SHALL NOT BE REPRODUCED, COPIED, OR USED FOR ANY PURPOSE WITHOUT SPECIFIC WRITTEN PERMISSION.
				SECTION: 36 TOWNSHIP: 5N RANGE: 17E		DESC: <b>KTCH - MOE - N27168478 - 111 WASHINGTON AVE</b> EXCH KEY: 208-726 REM KEY: 3324 SCALE: NTS DATE: 4/22/22
						SHEET: 1 OF 2





**PLACING NOTE:**  
 1. BEGIN PLACING 1.25"ID AND 24 FOC AT FP-1761 (35' LOOP IN FP)(NOT HH IN FIELD IS A BDO7-CMPH)  
 2. PLACE 195' (1.25") ID BY BORING FROM FP -1761 (35' LP) TO NEW HH -1695. COPPER PED WILL REMAIN IN PLACE.

**PLEASE SHOW AN ASPHALT CUT 16 SQ FT AT BOTH FIBER PED & NEW HH LOCATIONS.**  
 3. CUSTOMER PLACING CONDUIT FROM NEW HH-1695 TO CUST HH THEN INTO NEW BACKBOARD IN BUILDING. PULL 170' 24 FIBER FP-1956 TO BUILDING  
 4. THEN CONDUIT BEING PLACED TO NEW BB IN BUILDING.



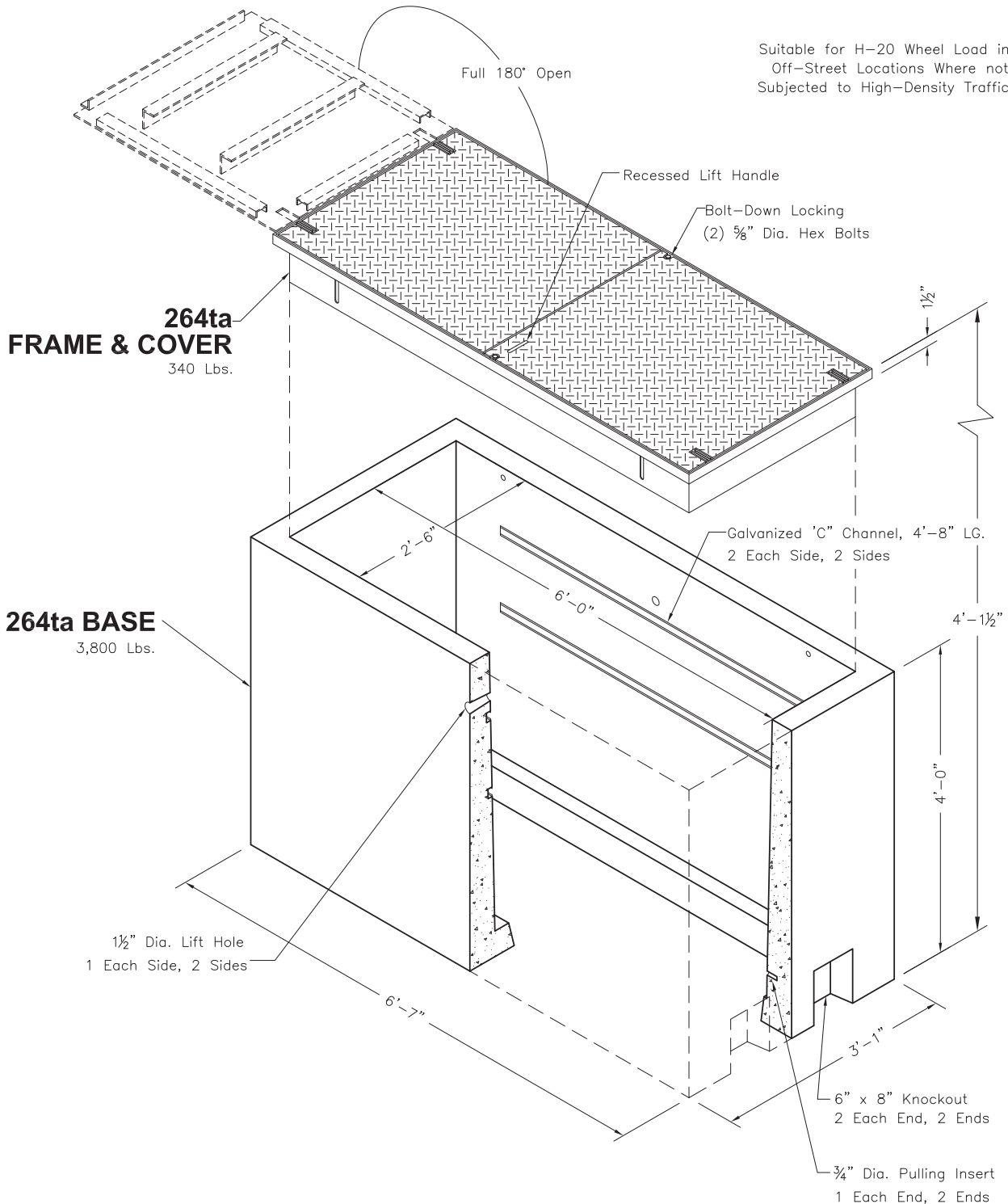
<b>GEO: 360231</b>		<b>SCOPE OF WORK: FIBER ENTRANCE TO CUSTOMER</b>		REVISIONS <table border="1"> <thead> <tr> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>7/12/00</td> <td>change from BD07 to BD05 ped</td> </tr> <tr> <td>8/1/22</td> <td>HH instead of ped for fiber</td> </tr> <tr> <td>10/6/22</td> <td>CHANGE LEC FROM 019 TO 135 AND ECD UPDATE</td> </tr> </tbody> </table>			DATE	DESCRIPTION	7/12/00	change from BD07 to BD05 ped	8/1/22	HH instead of ped for fiber	10/6/22	CHANGE LEC FROM 019 TO 135 AND ECD UPDATE	ECD: <b>10/31/2022</b>		ISSUE: 4 WC CLLI: <b>KTCHIDMA</b> SECTION: 36 TOWNSHIP: 5N RANGE: 17E		EXCEPT AS MAY BE OTHERWISE PROVIDED BY CONTRACT, THESE DRAWINGS AND SPECIFICATIONS SHALL REMAIN THE PROPERTY OF CENTURYLINK BEING ISSUED IN STRICT CONFIDENCE AND SHALL NOT BE REPRODUCED, COPIED, OR USED FOR ANY PURPOSE WITHOUT SPECIFIC WRITTEN PERMISSION.	
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<b>TPR: 110301</b>		<b>CLLI:KTCHIDEB</b>		FW PROJECT: <b>N.997006</b> WFMT PROJECT: <b>A.2919144</b>			COMMUNITY NAME: <b>KETCHUM</b> CITY: <b>KETCHUM</b>		ENGINEERING CONTACT: <b>BRAD MCNEW</b> PHONE: <b>208-646-3599</b>		CONTRACT ENGINEER: <b>K HADLEY</b> COMPANY: <b>MTN LTD</b>		CONSTRUCTION COORDINATOR: <b>JEFF DUNN</b> PHONE: <b>208-733-0906</b>		SPlicing COORDINATOR: <b>RICK PERKINS</b> PHONE: <b>208-733-0265</b>		SCALE: <b>NTS</b> DATE: <b>4/22/22</b>		<b>SHEET: 2 OF 2</b>	

**264 ta  
Pull Box**

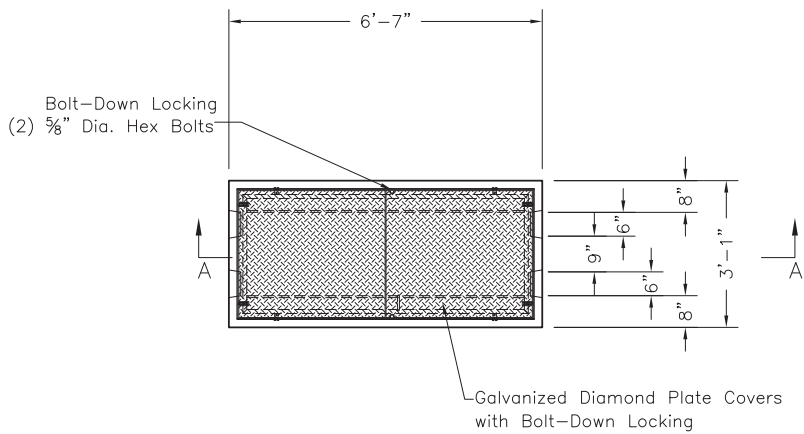
264 Ta Pull Box  
6'7"x3'1"x4'0"



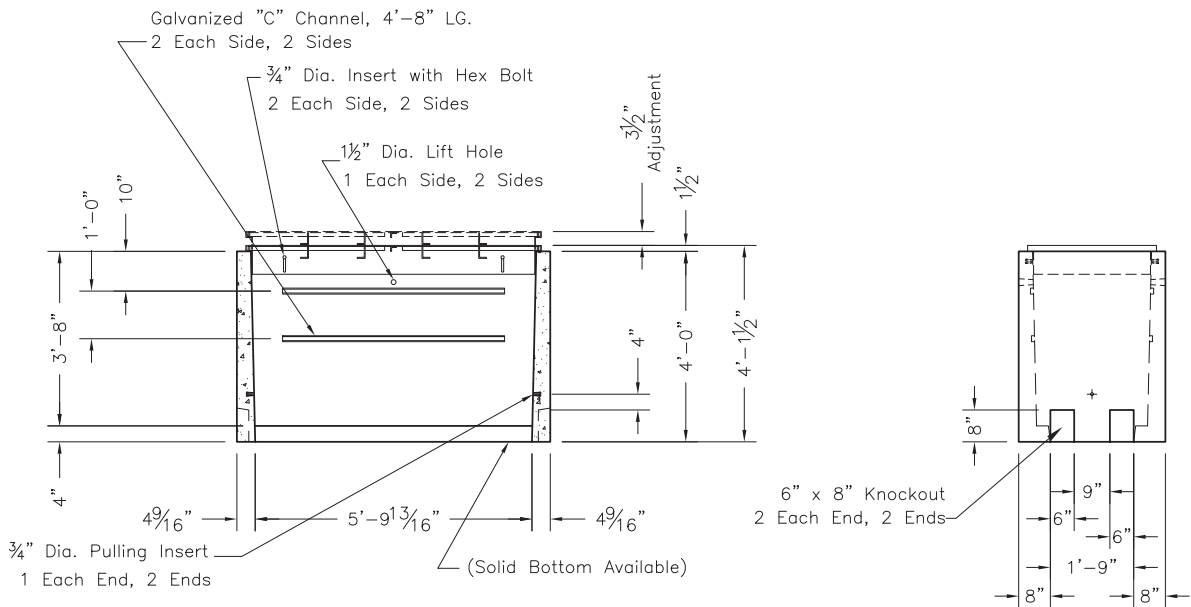
Suitable for H-20 Wheel Load in  
Off-Street Locations Where not  
Subjected to High-Density Traffic







**PLAN VIEW**



**SECTION AA**

**END VIEW**

**Oldcastle Precast**  
801 West 12th Street  
Ogden, Utah 84404

Phone: (801) 399-1171  
Fax: (801) 392-7849

For more information about our products, please visit  
**oldcastleprecast.com**

*oldcastleprecast.com*



City of Ketchum

**CITY COUNCIL MEETING AGENDA MEMO**

Meeting Date:  Staff Member/Dept:

Agenda Item:

**Recommended Motion:**

**Reasons for Recommendation:**

- 
- 
- 

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

**Sustainability Impact:**

**Financial Impact:**

**Attachments:**

- 
-

**WHEN RECORDED, PLEASE RETURN TO:**

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

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**RIGHT-OF-WAY ENCROACHMENT AGREEMENT 22856**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_, 2023, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho and \_\_\_\_\_, representing Bigwood Homeowners Association (collectively referred to as "Owner"), whose address is Post Office Box 933, Ketchum, Idaho 83340.

*RECITALS*

WHEREAS, Owner wishes to permit placement of a new electronic radar speed sign on an existing speed limit sign post across from 195 S. Bigwood and a new post and electronic radar speed sign across from 140 S. Bigwood. These improvements are shown in Exhibit "A" attached hereto and incorporated herein (collectively referred to as the "Improvements"); and,

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

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

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

*TERMS AND CONDITIONS*

1. Ketchum shall permit Owner to install two electronic radar speed signs identified in Exhibit "A" within the public right-of-way across from 195 S. Bigwood and 140 S. Bigwood, until notified by Ketchum to remove the infrastructure at which time Owner shall remove infrastructure at Owner's expense. Final locations to be determined by the Ketchum Streets and Facilities Director.

2. Owner shall be responsible for the maintenance of said Improvements, including replacement of batteries if needed, and shall repair said improvements within 48 hours upon notice from Ketchum that repairs are needed. Any modification to the improvements identified in Exhibit "A" shall be approved by the City prior to any modifications taking place.

3. Owner shall be responsible for restoring the sidewalk, curb and gutter and landscaping that is altered due to the construction and installation of the speed signs, to the satisfaction of the Director of Streets and Facilities.

4. In consideration of Ketchum allowing Owner to maintain the Improvements in the public right-of-way, Owner agrees to indemnify and hold harmless Ketchum from and against

any and all claims of liability for any injury or damage to any person or property arising from the Improvements constructed, installed and maintained in the public right-of-way. Owner shall further indemnify and hold Ketchum harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Owner's part to be performed under this Agreement, or arising from any negligence of Owner or Owner's agents, contractors or employees and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such action or proceeding brought thereon. In the event any action or proceeding is brought against Ketchum by reason of such claim, Owner, upon notice from Ketchum, shall defend Ketchum at Owner's expense by counsel satisfactory to Ketchum. Owner, as a material part of the consideration to Ketchum, hereby assumes all risk of damages to property or injury to persons in, upon or about the Improvements constructed, installed and maintained in the public right-of-way arising from the construction, installation and maintenance of said Improvements and Owner hereby waives all claims in respect thereof against Ketchum.

5. Ketchum shall not be liable for injury to Owner's business or loss of income therefrom or for damage which may be sustained by the person, goods, wares, merchandise or property of Owner, its tenants, employees, invitees, customers, agents or contractors or any other person in or about the Subject Property caused by or resulting from the Improvements constructed, installed, removed or maintained in the public right-of-way.

6. Owner understands and agrees that by maintaining the Improvements in the public right-of-way pursuant to this Agreement, Owner obtains no claim or interest in said public right-of-way which is adverse to that of Ketchum and that Owner obtains no exclusive right to said public right-of-way nor any other right to use the public right-of-way not specifically described herein.

7. In the event either party hereto retains an attorney to enforce any of the rights, duties and obligations arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney's fees at the trial and appellate levels and, whether or not litigation is actually instituted.

8. This Agreement shall be governed by, construed, and enforced in accordance with the laws and decisions of the State of Idaho. Venue shall be in the District Court of the fifth Judicial District of the State of Idaho.

9. This Agreement sets forth the entire understanding of the parties hereto and shall not be changed or terminated orally. It is understood and agreed by the parties hereto that there are no verbal promises or implied promises, agreements, stipulations or other representations of any kind or character pertaining to the Improvements maintained in the public right-of-way other than as set forth in this Agreement.

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

11. This Agreement shall be recorded with the Blaine County Recorder by Ketchum.

12. The parties fully understand all of the provisions of this Agreement, and believe them to be fair, just, adequate, and reasonable, and accordingly accept the provisions of this Agreement freely and voluntarily.

OWNER:

CITY OF KETCHUM:

By: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Neil Bradshaw  
Its: Mayor

STATE OF \_\_\_\_\_, )  
County of \_\_\_\_\_, ) ss.  
\_\_\_\_\_ )

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

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

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
Residing at \_\_\_\_\_  
Commission expires \_\_\_\_\_

STATE OF IDAHO )  
County of Blaine ) ss.  
\_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned Notary Public in and for said State, personally appeared NEIL BRADSHAW, known or identified to me to be the Mayor of the CITY OF KETCHUM, IDAHO, and the person who executed the foregoing instrument on behalf of said municipal corporation and acknowledged to me that said municipal corporation executed the same.

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

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
Residing at \_\_\_\_\_  
Commission expires \_\_\_\_\_

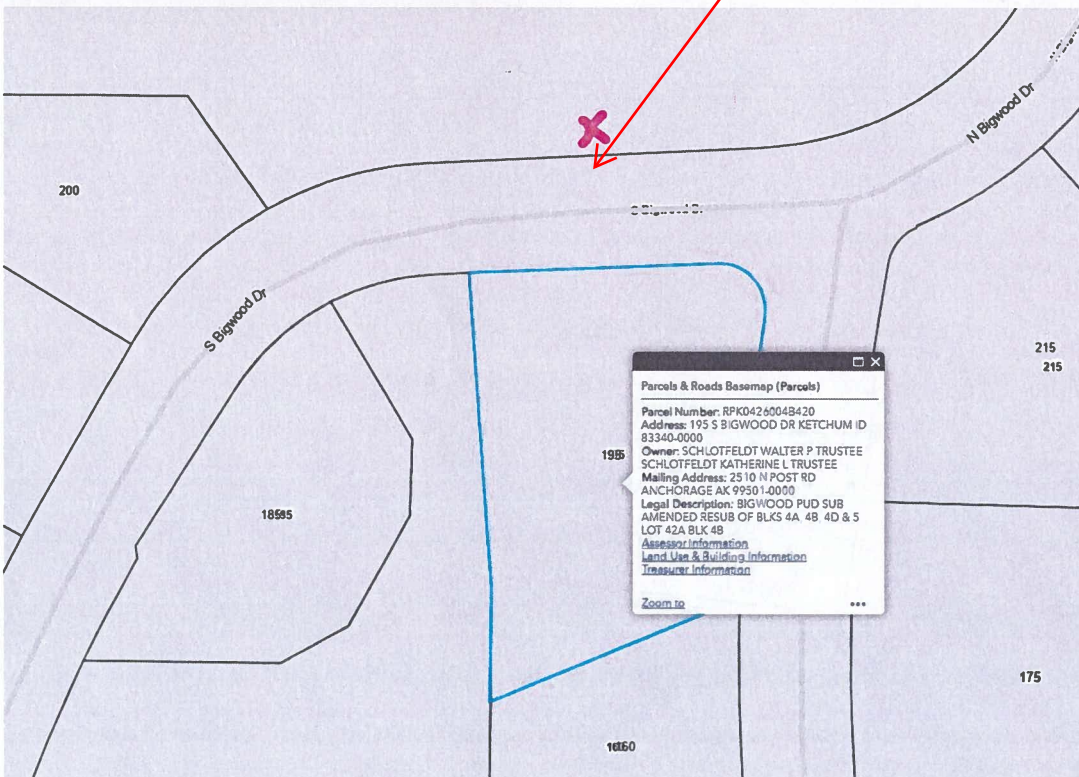
**EXHIBIT "A"**

EXHIBIT "A"  
ROW Encroachment  
Agreement 22856

Across from 195 S Bigwood to replace the current speed limit sign.



New electronic radar sign to be mounted on existing post



Actual location is within the ROW

Across from 140 S Bigwood in the approximate location of this snow stake.



Proposed location of new post with electronic radar speed sign mounted. Actual location to be determined by City of Ketchum Streets Department







MARKETS

PRODUCTS & SERVICES

EXPLORE

GET A  
QUOTE

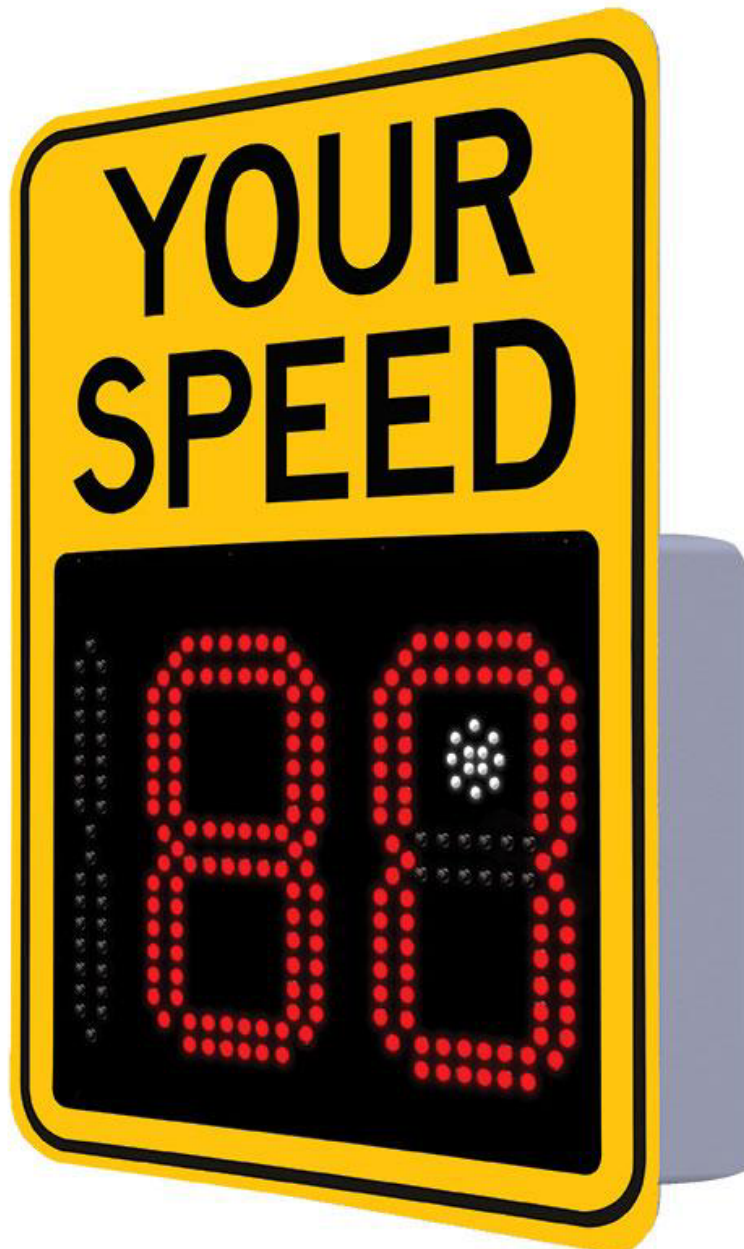
NEWS

SUPPORT

NEWS

SUPPORT

## 12" RADAR SIGNS



[MARKETS](#)[PRODUCTS & SERVICES](#)[EXPLORE](#)[GET A QUOTE](#)[NEWS](#)[SUPPORT](#)[Back to 12" Signs](#)**BUY WITH CONTRACT PRICING!**

## SAFESPACE EVOLUTION 12

The SafeSpace Evolution 12 offers the cost benefit and compact footprint of an entry-level sign but with MUTCD approved 12" digits. The economical sign is a great option for cities or communities with limited budgets who need signs that meet MUTC regulations.

The Evolution 12 is a compact radar speed sign ideal for private communities, work sites, or low volume local roads. Speed signs like the Evolution 12 help with traffic calming by reminding drivers of their speeds and encouraging them to slow down. Radar signs are posted along with speed limit signs to remind motorists to observe speed laws.

As with all Safespace speed display signs, the Evolution 12 displays driver speed in bright LED digits. Its bright 3 digit speed display also offers speed activated digit color changes to alert speeders.

**The Evolution 12 offers a choice of power sources and accessories.  
It's a compact solution that improves speed awareness and  
enhances public safety.**

### Features:

- 1 Year cloud connectivity included
- Compact sign with smaller 12" digits
- Affordable pricing
- Static Your Speed message
- Lightweight, compact design
- Energy efficient power options



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: June 12, 2023 Staff Member/Dept: Robyn Mattison/Public Works

Agenda Item: Recommendation to Approve Right-of-Way Encroachment Agreement 22855 for the placement of a new power pole with guy wire in the public right-of-way on 4th Avenue and Williams Street.

Recommended Motion:

I move to authorize the Mayor to sign Right-of-Way Encroachment Agreement 22855 between the City and Idaho Power.

Reasons for Recommendation:

- The improvements will not impact the use or operation of the public street.
The improvements will not impact drainage or snow removal within the public right-of-way.
The project complies with all standards for Right-of-Way Encroachment Permit issuance specified in Ketchum Municipal Code §12.12.060.

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

The project proposes to place two new power poles in the Williams Street public right-of-way. A new power pole with guy wire will be located adjacent to the 4th Avenue and Williams Street intersection. This new pole will replace an existing pole to provide additional overhead power line clearance at 402 Evergreen Ln. A second new power pole will be located south within the Williams Street right-of-way.

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

Sustainability Impact:

None OR state impact here: None

Financial Impact:

None OR Adequate funds exist in account: None

Attachments:

- 1. Right-of-Way Encroachment Agreement 22855
2. Exhibit "A"

**WHEN RECORDED, PLEASE RETURN TO:**

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

---

**RIGHT-OF-WAY ENCROACHMENT AGREEMENT 22855**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_, 2023, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho and \_\_\_\_\_, representing Idaho Power (collectively referred to as "Owner"), whose address is Post Office Box 3909, Hailey, Idaho 83333.

*RECITALS*

WHEREAS, Owner wishes to permit placement of two new power poles in the Williams Street public right-of-way. A new power pole with guy wire will be located adjacent to the 4<sup>th</sup> Avenue and Williams Street intersection. This new pole will replace an existing pole to provide additional overhead power line clearance at 402 Evergreen Ln. A second new power pole will be located south within the Williams Street right-of-way. These improvements are shown in Exhibit "A" attached hereto and incorporated herein (collectively referred to as the "Improvements"); and,

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

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

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

*TERMS AND CONDITIONS*

1. Ketchum shall permit Owner to install two new power poles identified in Exhibit "A" within the public right-of-way on Williams Street, until notified by Ketchum to remove the infrastructure at which time Owner shall remove infrastructure at Owner's expense.

2. Owner shall be responsible for the maintenance of said Improvements and shall repair said improvements within 48 hours upon notice from Ketchum that repairs are needed. Any modification to the improvements identified in Exhibit "A" shall be approved by the City prior to any modifications taking place.

3. Owner shall be responsible for restoring the sidewalk, curb and gutter and landscaping that is altered due to the construction and installation of the power poles and guy, to the satisfaction of the Director of Streets and Facilities.

4. In consideration of Ketchum allowing Owner to maintain the Improvements in the public right-of-way, Owner agrees to indemnify and hold harmless Ketchum from and against any and all claims of liability for any injury or damage to any person or property arising from the Improvements constructed, installed and maintained in the public right-of-way. Owner shall further indemnify and hold Ketchum harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Owner's part to be performed under this Agreement, or arising from any negligence of Owner or Owner's agents, contractors or employees and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such action or proceeding brought thereon. In the event any action or proceeding is brought against Ketchum by reason of such claim, Owner, upon notice from Ketchum, shall defend Ketchum at Owner's expense by counsel satisfactory to Ketchum. Owner, as a material part of the consideration to Ketchum, hereby assumes all risk of damages to property or injury to persons in, upon or about the Improvements constructed, installed and maintained in the public right-of-way arising from the construction, installation and maintenance of said Improvements and Owner hereby waives all claims in respect thereof against Ketchum.

5. Ketchum shall not be liable for injury to Owner's business or loss of income therefrom or for damage which may be sustained by the person, goods, wares, merchandise or property of Owner, its tenants, employees, invitees, customers, agents or contractors or any other person in or about the Subject Property caused by or resulting from the Improvements constructed, installed, removed or maintained in the public right-of-way.

6. Owner understands and agrees that by maintaining the Improvements in the public right-of-way pursuant to this Agreement, Owner obtains no claim or interest in said public right-of-way which is adverse to that of Ketchum and that Owner obtains no exclusive right to said public right-of-way nor any other right to use the public right-of-way not specifically described herein.

7. In the event either party hereto retains an attorney to enforce any of the rights, duties and obligations arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney's fees at the trial and appellate levels and, whether or not litigation is actually instituted.

8. This Agreement shall be governed by, construed, and enforced in accordance with the laws and decisions of the State of Idaho. Venue shall be in the District Court of the fifth Judicial District of the State of Idaho.

9. This Agreement sets forth the entire understanding of the parties hereto and shall not be changed or terminated orally. It is understood and agreed by the parties hereto that there are no verbal promises or implied promises, agreements, stipulations or other representations of any kind or character pertaining to the Improvements maintained in the public right-of-way other than as set forth in this Agreement.

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

11. This Agreement shall be recorded with the Blaine County Recorder by Ketchum.

12. The parties fully understand all of the provisions of this Agreement, and believe them to be fair, just, adequate, and reasonable, and accordingly accept the provisions of this Agreement freely and voluntarily.

OWNER:

CITY OF KETCHUM:

By: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Neil Bradshaw  
Its: Mayor

STATE OF \_\_\_\_\_, )  
                                  ) ss.  
County of \_\_\_\_\_.)

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

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

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
Residing at \_\_\_\_\_  
Commission expires \_\_\_\_\_

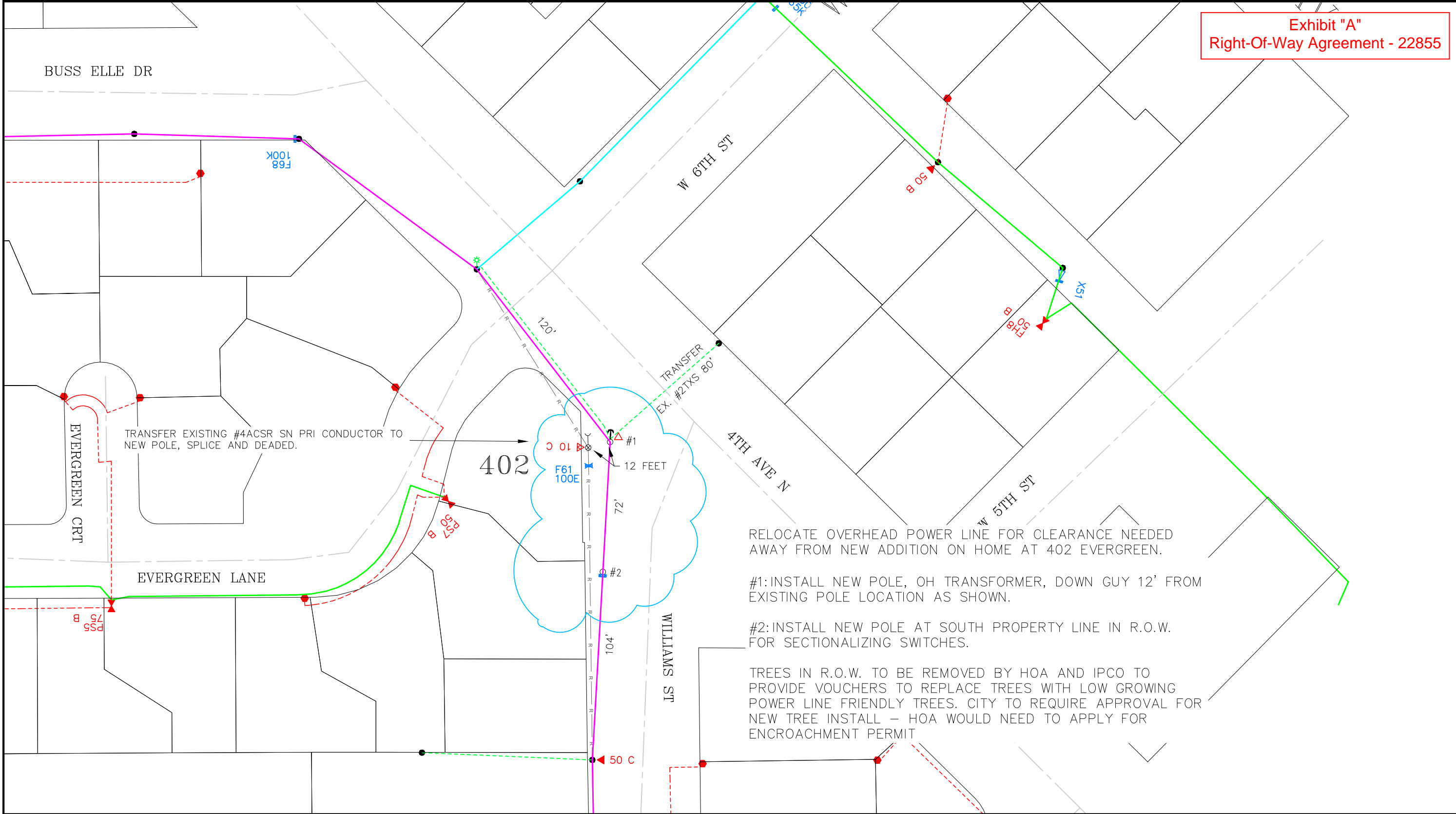
STATE OF IDAHO     )  
                                  ) ss.  
County of Blaine     )

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned Notary Public in and for said State, personally appeared NEIL BRADSHAW, known or identified to me to be the Mayor of the CITY OF KETCHUM, IDAHO, and the person who executed the foregoing instrument on behalf of said municipal corporation and acknowledged to me that said municipal corporation executed the same.

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

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
Residing at \_\_\_\_\_  
Commission expires \_\_\_\_\_

**EXHIBIT "A"**



RELOCATE OVERHEAD POWER LINE FOR CLEARANCE NEEDED AWAY FROM NEW ADDITION ON HOME AT 402 EVERGREEN.

#1: INSTALL NEW POLE, OH TRANSFORMER, DOWN GUY 12' FROM EXISTING POLE LOCATION AS SHOWN.

#2: INSTALL NEW POLE AT SOUTH PROPERTY LINE IN R.O.W. FOR SECTIONALIZING SWITCHES.

TREES IN R.O.W. TO BE REMOVED BY HOA AND IPCO TO PROVIDE VOUCHERS TO REPLACE TREES WITH LOW GROWING POWER LINE FRIENDLY TREES. CITY TO REQUIRE APPROVAL FOR NEW TREE INSTALL - HOA WOULD NEED TO APPLY FOR ENCROACHMENT PERMIT

Job Title: <b>A B (JR) SEALY - 402 EVERGREEN LN/KET OH RELOCATION</b>		Feeder Map File Name: -----		Surveyed or GPS: <b>GPS</b>		FDR By: -----		Designer: <b>CDC0468</b>	
Additional Description: <b>RELOCATE OVERHEAD POWER LINE AWAY FROM PROPERTY TO CREATE</b>		Qua <b>1</b>	Twn -----	Rng -----	Sec -----	BM <b>BM</b>	Date: -----		Design No: <b>0000163851</b>
Additional Description: <b>CLEARANCE REQUIREMENTS FOR NEW ADDITION ON HOME.</b>		State <b>ID</b>	County <b>Blaine</b>			Construction Date: -----	ArcFM By: -----		Work Order No: <b>27629501</b>
SWPP: -----		TIMES SCALE 0 1 2 3 4				Customer: -----		Date: -----	





City of Ketchum

### CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:  Staff Member/Dept:

Agenda Item:

**Recommended Motion:**

**Reasons for Recommendation:**

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

**Sustainability Impact:**

**Financial Impact:**

**Attachments:**

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**WHEN RECORDED, PLEASE RETURN TO:**

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

---

**RIGHT-OF-WAY ENCROACHMENT AGREEMENT 22864**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_, 2023, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho and Scott Watanabe (collectively referred to as "Owner"), whose address is Post Office Box 4350, Ketchum, Idaho 83340.

*RECITALS*

WHEREAS, Owner wishes to permit placement of a paver driveway to replace existing asphalt in the right of way in front of 120 Short Swing Unit A. These improvements are shown in Exhibit "A" attached hereto and incorporated herein (collectively referred to as the "Improvements"); and,

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

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

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

*TERMS AND CONDITIONS*

1. Ketchum shall permit Owner to install a paver driveway as identified in Exhibit "A" within the public right-of-way across from 120 Short Swing Unit A, until notified by Ketchum to remove the infrastructure at which time Owner shall remove infrastructure at Owner's expense. The horizontal footprint and vertical grade/elevation of pavers to match existing driveway.

2. Owner shall be responsible for the maintenance of said Improvements, and shall repair said improvements within 48 hours upon notice from Ketchum that repairs are needed. Any modification to the improvements identified in Exhibit "A" shall be approved by the City prior to any modifications taking place.

3. Owner shall be responsible for restoring the sidewalk, curb and gutter and landscaping that is altered due to the construction and installation of the paver driveway, to the satisfaction of the Director of Streets and Facilities.

4. In consideration of Ketchum allowing Owner to maintain the Improvements in the public right-of-way, Owner agrees to indemnify and hold harmless Ketchum from and against any and all claims of liability for any injury or damage to any person or property arising from the Improvements constructed, installed and maintained in the public right-of-way. Owner shall

further indemnify and hold Ketchum harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Owner's part to be performed under this Agreement, or arising from any negligence of Owner or Owner's agents, contractors or employees and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such action or proceeding brought thereon. In the event any action or proceeding is brought against Ketchum by reason of such claim, Owner, upon notice from Ketchum, shall defend Ketchum at Owner's expense by counsel satisfactory to Ketchum. Owner, as a material part of the consideration to Ketchum, hereby assumes all risk of damages to property or injury to persons in, upon or about the Improvements constructed, installed and maintained in the public right-of-way arising from the construction, installation and maintenance of said Improvements and Owner hereby waives all claims in respect thereof against Ketchum.

5. Ketchum shall not be liable for injury to Owner's business or loss of income therefrom or for damage which may be sustained by the person, goods, wares, merchandise or property of Owner, its tenants, employees, invitees, customers, agents or contractors or any other person in or about the Subject Property caused by or resulting from the Improvements constructed, installed, removed or maintained in the public right-of-way.

6. Owner understands and agrees that by maintaining the Improvements in the public right-of-way pursuant to this Agreement, Owner obtains no claim or interest in said public right-of-way which is adverse to that of Ketchum and that Owner obtains no exclusive right to said public right-of-way nor any other right to use the public right-of-way not specifically described herein.

7. In the event either party hereto retains an attorney to enforce any of the rights, duties and obligations arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney's fees at the trial and appellate levels and, whether or not litigation is actually instituted.

8. This Agreement shall be governed by, construed, and enforced in accordance with the laws and decisions of the State of Idaho. Venue shall be in the District Court of the fifth Judicial District of the State of Idaho.

9. This Agreement sets forth the entire understanding of the parties hereto and shall not be changed or terminated orally. It is understood and agreed by the parties hereto that there are no verbal promises or implied promises, agreements, stipulations or other representations of any kind or character pertaining to the Improvements maintained in the public right-of-way other than as set forth in this Agreement.

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

11. This Agreement shall be recorded with the Blaine County Recorder by Ketchum.

12. The parties fully understand all of the provisions of this Agreement, and believe them to be fair, just, adequate, and reasonable, and accordingly accept the provisions of this Agreement freely and voluntarily.

OWNER:

CITY OF KETCHUM:

By: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Neil Bradshaw  
Its: Mayor

STATE OF \_\_\_\_\_, )  
County of \_\_\_\_\_ ) ss.

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

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

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
Residing at \_\_\_\_\_  
Commission expires \_\_\_\_\_

STATE OF IDAHO )  
County of Blaine ) ss.

On this \_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned Notary Public in and for said State, personally appeared NEIL BRADSHAW, known or identified to me to be the Mayor of the CITY OF KETCHUM, IDAHO, and the person who executed the foregoing instrument on behalf of said municipal corporation and acknowledged to me that said municipal corporation executed the same.

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

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
Residing at \_\_\_\_\_  
Commission expires \_\_\_\_\_

**EXHIBIT "A"**

WANDERERS WAY

SHORT SWING  
LANE

WARM SPRINGS RD

Horizontal footprint and  
vertical elevation to  
match existing driveway.  
Existing drainage  
patterns to remain.

120 SHORT SWING LANE

FRONT  
YARD



7' SETBACK

EOA

ROW

DRIVEWAY

~19'

UNIT A

UNIT B



City of Ketchum

**CITY COUNCIL MEETING AGENDA MEMO**

Meeting Date:  Staff Member/Dept:

Agenda Item:

**Recommended Motion:**

**Reasons for Recommendation:**

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- 
- 

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

**Sustainability Impact:**

**Financial Impact:**

**Attachments:**

- 
- 
-

**File Code:** 6400  
**Date:** June 5, 2023

Dear Mayor Neil Bradshaw and Ketchum City Council:

The United States is in the midst of national housing shortage. The shortage, which began in the wake of 2008 financial crisis, has persisted for more than a decade, and was greatly exacerbated by the recent COVID-19 pandemic. This shortage is especially acute in the Western U.S. where the bulk of USDA Forest Service (Forest Service) employees work and live. We understand that this problem is not unique to the Forest Service and, in fact, impacts the communities that the Forest Service operates in along with local business, ultimately impacting local economies. This housing crisis is exponentially problematic in resort communities such as the Wood River Valley.

Forest Service leadership has challenged local units to find creative solutions to the affordable housing shortage that is hindering the ability to recruit, hire and retain employees. The Sawtooth National Forest is exploring opportunities that exist within current legislation, specifically the 2018 Farm Bill Section 8623, that allows the United States (US) Government to identify underutilized federal lands and enter a lease with a municipality or private entity for purposes that benefit the United States Government.

The Sawtooth National Forest identified underutilized land at 330 Lewis Street within the industrial district of Ketchum. The Lewis Street property was acquired by the US Government in 1992 and currently houses a warehouse facility, bunkhouse and administrative space utilized by the Forest Service. Renderings of maximum utilization of this property have shown that the 330 Lewis location could potentially meet and exceed the current use of the Forest Service along with providing needed parking, light industrial space, and up to 80 affordable housing units that would be available to Forest Service employees as well as other workers in the Wood River Valley. This conceptual plan would achieve management objectives and meet Forest Service facilities planning requirements. The potential for further development through the 2018 Farm Bill would be through a standard administrative site lease that can be found at [FS-2700-14-Lease-for-Administrative-Sites-20200910.docx \(live.com\)](#).

This land leasing concept is new to the Forest Service as it has not been executed anywhere in the nation at this time. However, we are interested in pursuing this innovative option to provide a win-win solution for the Forest Service (new administrative, warehouse, and housing facility) and the local community (additional affordable housing).

Based on 2018 Farm Bill Section 8623 policy, one of the first steps in the leasing approval process is to request, in writing, for the municipality or county in which the administrative site is located to indicate their interest in applying to lease the site for the purposes described above. This letter is the official communication to the City of Ketchum and Blaine County to inquire if either entity is interested in pursuing this leasing opportunity. I respectfully request a response within 90 days either documenting your first right of refusal or interest in applying to lease the





land. Thank you for your time, and if you have any further questions, please contact me by email at [jacob.strohmeier@usda.gov](mailto:jacob.strohmeier@usda.gov) or by phone at (208) 423-7501.

Sincerely,

JAKE STROHMEYER  
Forest Supervisor

CC: Blaine County Commissioners



City of Ketchum

June 12, 2023

Mr. Jake Strohmeyer  
Forest Supervisor  
Sawtooth National Forest Supervisor's Office  
370 American Avenue  
Jerome, ID 83338

RE: City of Ketchum's First-Right-of-Refusal under Public Law 115-334, Section 8623, Paragraph 5

Dear Mr. Strohmeyer:

We are in receipt of your letter dated June 5, 2023, requesting the City of Ketchum's interest in applying to lease the site located at 330 Lewis Street, Ketchum, Idaho for the purposes of providing affordable housing units for Forest Service employees and other workers in the Wood River Valley.

Pursuant to Public Law 115-334 passed on December 20, 2018 (2018 Farm Bill), Section 8623, Paragraph 5, the City of Ketchum holds a Right-of-First-Refusal (ROFR) to lease the U.S. Forest Service lot referenced above.

The City has reviewed the proposed redevelopment of the site, which is focused on creating needed workforce housing in Ketchum's industrial core. That proposal aligns with the City's affordable/workforce housing goals.

The City generally supports the U.S. Forest Service's proposed use of the site and does waive the exercise of its ROFR at this time in connection with this proposal. The City does reserve the right to hold and exercise such ROFR in the event the proposed redevelopment is not pursued or able to proceed.

Sincerely,

Neil Bradshaw  
Mayor



City of Ketchum

**CITY COUNCIL MEETING AGENDA MEMO**

Meeting Date:  Staff Member/Dept:

Agenda Item:

Recommended Motion:

**"I move to approve Surplus Resolution 23-110 for police speed trailer."**

Reasons for Recommendation:

- The police speed trailer is outdated technology.
- The police speed trailer is cumbersome to put on City streets and oftentimes blocks bicycle traffic.
- There is no parking area at the new City office building for the police speed trailer.
- There is no charging area for the police speed trailer.
- The Bellevue Marshall's Office has expressed interest in it, and it would be put to beneficial use.
- It can be replaced with the more user-friendly pole/post mounted units that also can record data. These can be purchased through Office of Highway Safety Grants.

Sustainability Impact:

None OR state impact here: Another municipality will be able to benefit from surplus of this police speed trailer.

Financial Impact:

None OR Adequate funds exist in account:

Attachments:

1. Resolution 23-110

CITY OF KETCHUM  
RESOLUTION 23-110

A RESOLUTION OF THE CITY COUNCIL DECLARING A POLICE SPEED TRAILER AS SURPLUS AND TRANSFERRING TO THE CITY OF BELLEVUE.

SECTION 1: FINDINGS

1.1 The City of Ketchum no longer needs the Police Speed Trailer.

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

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

PASSED BY THE CITY COUNCIL of the City of Ketchum, effective this 12th day of June 2023.

APPROVED:

Signed: \_\_\_\_\_  
Neil Bradshaw, Mayor

ATTEST:

By \_\_\_\_\_  
Trent Donat, City Clerk



City of Ketchum

**Recommendation to approve Interim Budget Request for Ketchum Arts Commission**

Meeting Date:  Staff Member/Dept:

Agenda Item:

Recommended Motion:

Reasons for Recommendation:

- City Council typically allocates \$10,000 per year to the Ketchum Arts Commission (KAC)
- KAC has experienced an increase in artist fees, including travel and installation costs
- Increase would allow KAC to complete the projects in its plan.

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

Sustainability Impact:

Financial Impact:

Attachments:

KAC FY23 & FY24 BUDGET	BUDGET	REVENUE	EXPENDITURES	REMAINING BUDGET
	\$ 70,427.00			
Ketchum Arts Commission		\$ 20,090.00		
KAC Misc. Donations		\$ 2,500.00		
KAC Cover Art		\$ 1,893.00		
KAC Performance Art Donations		\$ 2,266.00		
% For Art		\$ 1,928.00		
% For Art in City Hall		\$ 7,750.00		
<b>COMPLETED PROJECTS (PAID)</b>				
Art in City Hall			\$ 17,000.00	
Historical Photos			\$ 15,000.00	
Crosswalk Art			\$ 2,000.00	
	\$ 70,427.00	Total Paid	\$ 34,000.00	\$ 36,427.00
<b>PREVIOUS PROJECTS FOR CLOSEOUT</b>				
Art in City Hall Round 2			\$ 7,750.00	
Sidewalk Stencil Trial			\$ 900.00	
	\$ 36,427.00	Total	\$ 8,650.00	\$ 27,777.00
<b>PROPOSED PROJECTS</b>				
Marketing Publication			\$ 3,000.00	
Art on 4th			\$ 5,000.00	
Spruce/SV Rd Temporary Art			\$ 2,500.00	
Performance Art			\$ 6,000.00	
Cover art			\$ 2,500.00	
Mural			\$ 10,000.00	
Literary Art			\$ 6,000.00	
	\$ 27,777.00	Total	\$ 35,000.00	\$ (7,223.00)



City of Ketchum

## Recommendation to Approve Contract #22858 and #22859 Art on Fourth Artist Loan Agreement

Meeting Date:  Staff Member/Dept:

Agenda Item:

### Recommended Motion:

### Reasons for Recommendation:

- 16<sup>th</sup> year of Art of 4<sup>th</sup>
- Art on 4th annual exhibition enlivens downtown and is a creative addition to city's art collection

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

### Sustainability Impact:

### Financial Impact:

### Attachments:

1. Artist Agreement #22858 – Sue Jacobsen
2. Artist Agreement #22859 – D’Arcy Bellamy

**Artist Loan Agreement #22858**  
**Sue Jacobsen**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the CITY OF KETCHUM, an Idaho municipal corporation (“City”) and Sue Jacobsen (“Owner”).

RECITALS

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

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

WHEREAS, City has exclusive control of the public rights-of-way; and

WHEREAS, Owner desires to install a certain work of art in the public right-of-way for the enjoyment of the public; and

WHEREAS, City desires to grant Owner permission to do so because such public display of art will promote the public health and welfare of the City of Ketchum.

NOW, THEREFORE, on the basis of the foregoing recitals the parties agree as follows:

1. Incorporation of Recitals. The Recitals set forth above are hereby incorporated into and made an integral part of this Agreement.
2. Grant of Revocable License. City hereby grants to Owner a revocable limited license to display the artwork described in Exhibit A attached hereto and hereby made a part of this Agreement (the “Art”) on/at the location described in Exhibit B attached and made a part of this Agreement (the “Display Site”). The placement of the Art shall be at the sole discretion of City.
3. Transportation, Installation and Removal. Owner shall be solely responsible for all costs and liabilities related to or arising from the transportation of the Art to and from the Display Site and its installation and removal. The City has agreed to provide assistance in placing the artwork on the concrete pad and requires that the sculpture is anchored into the pad. Despite the City’s assistance, the Owner remains solely responsible for all costs and liabilities related to or arising from the installation and removal of the sculpture. Once the Art has been installed on the Display Site to City’s satisfaction and until removal of the Art from the Display Site, City shall provide personal property insurance for the Art in an amount equal to its wholesale value. If Owner fails or refuses to remove the Art and restore the Display Site to a condition as good or better than the condition of the Display Site within thirty days of the end of the Display Period, then City may and without



- limiting any other rights or remedies hereunder, but shall not be required to, remove the Art, place it in storage and charge reasonable removal fees, storage fees and insurance costs and to have and enforce a lien for such fees and costs.
4. Term and Display Period. The term of this Agreement shall run from June 13, 2023 until the Art is removed and the Display Site is restored to the reasonable satisfaction of the City. Owner shall display the Art on the Display Site from the time of installation until November 1, 2023 (the “Display Period”). Unless a street closure is required to remove the Art, Owner may remove the Art at any reasonable time prior to such date. Either party may terminate the Display Period at any time for any or no reason upon seven days’ notice to the other Party.
  5. Payment to Artist. Upon final installation of artwork that is satisfactory to the city, artist will be paid an amount of \$2,500.00.
  6. Ownership/Authority/Copyright and Reproduction Rights. Owner hereby represents that it owns all right, title and interest in and to the Art or that it has full Authority to execute this Agreement. At no time during the course of this Agreement shall City have any right, title or interest in or to the Art unless specifically agreed to in writing by both Owner and City. City shall not make any commercial use of the Art without the Owner’s written consent; however, City may publish and distribute photographs of the Art as installed on the Display Site for noncommercial purposes.
  7. Release and Indemnification. Owner hereby releases, holds harmless and agrees to indemnify and defend the City, its elected officials, appointed officials, agents, employees and volunteers from and against any and all damages, injuries to persons or property, including damage to the Art, personal injuries (without limitation including death) liabilities, claims or obligations in any manner related to or arising from the transportation of the Art to the Display Site, its installation, and its removal. Such release and indemnification shall not apply to any damages, injuries to persons or property, including the Art, personal injuries (without limitation including death) liabilities, claims or obligations arising from the negligence of City, its elected officials, appointed officials, agents, employees or volunteers.
  8. No Third Party Beneficiaries. By entering this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than City and Owner. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.
  9. Compliance With Laws/Public Records. Owner, its agents and employees shall comply with all federal, state and local laws, rules and ordinances. This Agreement does not relieve Owner of any obligation or responsibility imposed upon Owner by law. Without limitation, Owner 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 Owner for City regardless of physical form or characteristics may be public records pursuant to Idaho Code Section 74-101 *et seq.*

10. Notice. All written communications under this Agreement shall be addressed as follows:

CITY:  
City of Ketchum  
Attn: City Administrator  
P.O. Box 2315  
Ketchum, Idaho 83340-2315

OWNER:  
Sue Jacobsen  
PO Box 773  
Sun Valley, ID 83353

11. Miscellaneous.

- a. Amendments. This Agreement may only be changed, modified, or amended in writing executed by all parties.
- b. 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.
- c. 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.
- d. Successors and Assigns. This Agreement shall be binding upon all successors, assigns, vendees, successors-in-interest and heirs of Owner.
- e. Remedies. In the event of default by either party hereunder, the non-defaulting party shall be entitled to seek all available legal and equitable remedies including, without limitation, specific performance.
- f. 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.
- g. Governing Law. This Agreement shall be governed by the laws and decisions of the State of Idaho.
- h. 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.
- i. 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. Fax copies of this Agreement and the original and fax

signatures thereon shall have the same force and effect as original copies and signatures.

- j. 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,  
an Idaho municipal corporation

OWNER

By: \_\_\_\_\_  
Neil Bradshaw  
Mayor

By: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Trent Donat  
City Clerk

EXHIBIT A: Art

*Sue Jacobsen*

Information Sheet for Ketchum Art on Fourth Project

Title: Rodent Free Garden

Year Made: 2021

Medium: Cast bronze

Size: 44" H x 33" W



**Artist Loan Agreement #22859**  
**D'Arcy Bellamy**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the CITY OF KETCHUM, an Idaho municipal corporation (“City”) and D’Arcy Bellamy (“Owner”).

RECITALS

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

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

WHEREAS, City has exclusive control of the public rights-of-way; and

WHEREAS, Owner desires to install a certain work of art in the public right-of-way for the enjoyment of the public; and

WHEREAS, City desires to grant Owner permission to do so because such public display of art will promote the public health and welfare of the City of Ketchum.

NOW, THEREFORE, on the basis of the foregoing recitals the parties agree as follows:

1. Incorporation of Recitals. The Recitals set forth above are hereby incorporated into and made an integral part of this Agreement.
2. Grant of Revocable License. City hereby grants to Owner a revocable limited license to display the artwork described in Exhibit A attached hereto and hereby made a part of this Agreement (the “Art”) on/at the location described in Exhibit B attached and made a part of this Agreement (the “Display Site”). The placement of the Art shall be at the sole discretion of City.
3. Transportation, Installation and Removal. Owner shall be solely responsible for all costs and liabilities related to or arising from the transportation of the Art to and from the Display Site and its installation and removal. The City has agreed to provide assistance in placing the artwork on the concrete pad and requires that the sculpture is anchored into the pad. Despite the City’s assistance, the Owner remains solely responsible for all costs and liabilities related to or arising from the installation and removal of the sculpture. Once the Art has been installed on the Display Site to City’s satisfaction and until removal of the Art from the Display Site, City shall provide personal property insurance for the Art in an amount equal to its wholesale value. If Owner fails or refuses to remove the Art and restore the Display Site to a condition as good or better than the condition of the Display Site within thirty days of the end of the Display Period, then City may and

- without limiting any other rights or remedies hereunder, but shall not be required to, remove the Art, place it in storage and charge reasonable removal fees, storage fees and insurance costs and to have and enforce a lien for such fees and costs.
4. Term and Display Period. The term of this Agreement shall run from June 13, 2023 until the Art is removed and the Display Site is restored to the reasonable satisfaction of the City. Owner shall display the Art on the Display Site from the time of installation until November 1, 2023 (the “Display Period”). Unless a street closure is required to remove the Art, Owner may remove the Art at any reasonable time prior to such date. Either party may terminate the Display Period at any time for any or no reason upon seven days’ notice to the other Party.
  5. Payment to Artist. Upon final installation of artwork that is satisfactory to the city, artist will be paid an amount of \$2,500.00.
  6. Ownership/Authority/Copyright and Reproduction Rights. Owner hereby represents that it owns all right, title and interest in and to the Art or that it has full Authority to execute this Agreement. At no time during the course of this Agreement shall City have any right, title or interest in or to the Art unless specifically agreed to in writing by both Owner and City. City shall not make any commercial use of the Art without the Owner’s written consent; however, City may publish and distribute photographs of the Art as installed on the Display Site for noncommercial purposes.
  7. Release and Indemnification. Owner hereby releases, holds harmless and agrees to indemnify and defend the City, its elected officials, appointed officials, agents, employees and volunteers from and against any and all damages, injuries to persons or property, including damage to the Art, personal injuries (without limitation including death) liabilities, claims or obligations in any manner related to or arising from the transportation of the Art to the Display Site, its installation, and its removal. Such release and indemnification shall not apply to any damages, injuries to persons or property, including the Art, personal injuries (without limitation including death) liabilities, claims or obligations arising from the negligence of City, its elected officials, appointed officials, agents, employees or volunteers.
  8. No Third Party Beneficiaries. By entering this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than City and Owner. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.
  9. Compliance With Laws/Public Records. Owner, its agents and employees shall comply with all federal, state and local laws, rules and ordinances. This Agreement does not relieve Owner of any obligation or responsibility imposed upon Owner by law. Without limitation, Owner 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 Owner for City regardless of physical form or characteristics may be public records pursuant to Idaho Code Section 74-101 *et seq.*

10. Notice. All written communications under this Agreement shall be addressed as follows:

CITY:  
City of Ketchum  
Attn: City Administrator  
P.O. Box 2315  
Ketchum, Idaho 83340-2315

OWNER:  
D'Arcy Bellamy  
5311 W Bel Air Street  
Boise, ID 83705

11. Miscellaneous.

- a. Amendments. This Agreement may only be changed, modified, or amended in writing executed by all parties.
- b. 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.
- c. 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.
- d. Successors and Assigns. This Agreement shall be binding upon all successors, assigns, vendees, successors-in-interest and heirs of Owner.
- e. Remedies. In the event of default by either party hereunder, the non-defaulting party shall be entitled to seek all available legal and equitable remedies including, without limitation, specific performance.
- f. 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.
- g. Governing Law. This Agreement shall be governed by the laws and decisions of the State of Idaho.
- h. 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.
- i. 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. Fax copies of this Agreement and the original and fax

signatures thereon shall have the same force and effect as original copies and signatures.

- j. 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,  
an Idaho municipal corporation

OWNER

By: \_\_\_\_\_  
Neil Bradshaw  
Mayor

By: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Trent Donat  
City Clerk



EXHIBIT A: Art on 4<sup>th</sup>

*D'Arcy Bellamy, Spiral Evolution*





City of Ketchum

**CITY COUNCIL MEETING AGENDA MEMO**

Meeting Date:  Staff Member/Dept:

Agenda Item:

Recommended Motion:

Reasons for Recommendation:

- The phrase Ketch'em Alive is a registered trademark of the City of Ketchum
- A licensed trademark without quality control is known as "naked licensing" and can put trademark rights in jeopardy
- City has agreed to enter into licensing agreement with Sawtooth Brewery for the use of the phrase "Hailey Local Live" for it's spring music event

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

Sustainability Impact:

Financial Impact:

Attachments:

1. Trademark License Agreement #22860
- 2.
- 3.

## TRADEMARK. LICENSE AGREEMENT #22860

THIS AGREEMENT is entered into this 12<sup>th</sup> day of June, 2023 by and between THE CITY OF KETCHUM ("Licensor"), 191 5<sup>th</sup> Street West, Ketchum, Idaho, 83340, and SAWTOOTH BREWERY ("Licensee"), 110 N River Street, Hailey, ID 83333.

### SECTION 1 DEFINITIONS

- 1.1 **"Licensee"** means Sawtooth Brewery, a restaurant and brewery, whose principal location is 110 N River Street, Hailey, Idaho 83333.
- 1.2 **"Licensor"** means the City of Ketchum, a municipal corporation and political subdivision of the State of Idaho, whose principal office is located at 191 5<sup>th</sup> Street West, Ketchum, Idaho 83340.
- 1.3 **"Trademark"** means the phrase KETCH'EM ALIVE, a registered trademark on the principal register of the U.S. Patent and Trademark Office under Registration Number 6808439.
- 1.4 **"Event"** means a weekly music series offered by the Sawtooth Brewery during the spring months in the Sawtooth Brewery's Hailey Tap Room in Hailey, Idaho.
- 1.5 **"Ketch'em Alive"** means Ketch'em Alive, an annual weekly music series, offered by the Licensor and held in Ketchum, Idaho.

### SECTION 2 RECITALS

- 2.1 Licensor is the owner of the Trademark;
- 2.2 Licensee is Sawtooth Brewery;
- 2.3 Licensor uses the Trademark in connection with Ketch'em Alive;
- 2.4 Licensee sponsors the Event, which will be held weekly commencing May 11, 2023 and ending June 15, 2023;;
- 2.5 Licensee desires to use "Hailey Local Live" in the name of the Event; a similar phrase in the same general area showing affiliation of the event with the Licensor as owner of the Trademark;
- 2.6 Licensor is willing to permit the use of the name "Hailey Local Live" for the Event in the year 2023, provided that Licensee agrees to certain terms and conditions governing the use of its Trademark;
- 2.7 Licensee is willing to agree to the terms and conditions set forth herein;
- 2.8 In recognition of the status of the Event, Licensor is willing to grant Licensee a royalty-free license of its Trademark, provided that the Licensee complies with the terms and conditions of this License Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

SECTION 3  
LICENSE OF TRADEMARK

3.1 **Grant of License.** Licensor grants to Licensee a limited, non-exclusive license to use the Trademark in the name of the Event during the following time period: May 11-June 15, 2023.

3.2 **Royalty.** Licensee will not be required to pay a royalty for the licensed use of the Trademark during the term of this Agreement, provided that the Trademark is used only for those purposes authorized by this Agreement.

3.3 **Terms and Conditions of License.** The license is granted subject to the following terms and conditions:

3.3.1 **Authorized Use.** The Trademark is to be used only in the name of the Event and will not be used for any other purpose without the written consent of the Licensor. The Trademark will not be used by the Licensee for fundraising or commercial purposes without the express written consent of the Licensor, except that it may be used in marketing materials promoting the Event. This Agreement applies only to the Event designated herein held in the year 2023. Any future use of the Trademark by Licensee for any other event is prohibited.

3.3.2 **Limitations on Use.** The Licensee will conduct the Event in a manner that ensures the preservation of the goodwill associated with the Trademark. The Trademark will not be used in a manner that would be likely to damage the reputation of the City of Ketchum, its officers or staff. The Licensee will cooperate with quality control efforts of the Licensor, including requests of the Licensor to refrain from activities that damage the goodwill associated with the Trademark.

3.3.3 **Licensor Review of Trademark Use.** All use of the Trademark by the Licensee, including but not limited to uses in signs or banners displayed at the Event or in advertising or promotion of the event, will be provided to the Licensor for review and will be subject to the approval of the Licensor. The Licensor may request changes to signs, banners, promotional materials, or other materials that display the Trademark if, in its sole discretion, it determines that the materials are offensive, disparaging, or detrimental to the reputation of the Licensor or Ketch'em Alive.

3.4 **Merchandising.** No merchandising rights to the Trademark are granted to the Licensee herein. Any merchandising rights shall be granted only by a separate written agreement signed by an authorized agent of the Licensor.

3.5 **Sublicense.** Licensee shall not sublicense the Trademark without written authorization from the Licensor.

3.6 **Assignment.** Licensee may not assign its rights to use the Trademark to any other party without the written consent of the Licensor. In the event of an unauthorized assignment of the Trademark rights this license shall immediately terminate.

3.7 **Retention of Ownership.** Licensee acknowledges that Licensor is the owner of the Trademark and retains all ownership rights, subject only to the limited use rights granted to Licensee herein. All usage of the Trademark by the Licensee shall inure to the benefit of the Licensor. Licensor makes no representations or warranties regarding its Trademark rights not expressly stated herein. In addition to its present registration in the State of Idaho and pending federal registration, Licensor may, in its sole discretion, apply for registration of the Trademark with other state or foreign authorities. Licensee agrees to cooperate with reasonable requests of the Licensor to sign documents or provide specimens or information necessary to complete registration of the Trademark with such authorities at the request of the Licensor.

3.8 **Indemnification.** Licensee is solely responsible for the Event. Licensee agrees to indemnify and hold harmless Licensor for any loss, liability, cost, expense, fees or fines arising out of the Licensee's use of the Trademark for the Event, including but not limited to any claims related to or arising out of the Event.

#### SECTION 4 DEFAULT AND TERMINATION

4.1 **Default of Licensee.** The following events shall constitute a default of the Licensee under this Agreement:

4.1.1 Use of the Trademark in a manner unauthorized by Section 3.3 of this Agreement;

4.1.2 Unauthorized assignment of the Licensee's rights under this Agreement or unauthorized sublicense of the Trademark;

4.1.3 Unauthorized commercial exploitation or merchandising of the Trademark;

4.1.4 Use of the Trademark in a manner that damages the reputation of the Licensee, its officers and employees;

4.1.5 Failure of Licensee to perform or observe any of the other terms, covenants, or conditions of this License.

4.2 **Notice of default.** In the event of the Licensee's default due to failure to perform any of the terms and conditions of this Agreement, the Licensor shall provide the Licensee with written notice of the default. Licensor, in its sole discretion, may provide Licensee with up to thirty (30) days to cure the default, or may immediately terminate this Agreement.

4.3 **Remedies.** In the event of the Licensee's default and, if granted time to cure, failure to cure said default within thirty (30) days of receipt of written notice of default, the Licensor may, in the Licensor's sole discretion:

4.3.1 Terminate this Agreement in accordance with Section 4.4;

4.3.2 Bring an appropriate action for injunction and/or damages incurred by Licensor as a result of said default; or

4.3.3 Pursue any other remedies available at law or in equity.

4.4 **Termination.** This Agreement will terminate immediately upon the conclusion of the Event on June 15, 2023. In addition, this Agreement may be terminated prior to the conclusion of the Event:

4.4.1 By mutual agreement of the parties;

4.4.2 In the case of default by the Licensee, immediately upon receipt of notice of default from the Licensor, or if granted time to cure, five (5) days after receipt of notice of default if Licensee fails to cure said default;

4.5 **Notice of Termination.** Upon termination of this Agreement the Licensor shall give written notice of termination to the Licensee.

4.6 **Effect of Termination.** The termination of this Agreement terminates all rights to use of the Trademark by Licensee. Licensee shall cease forthwith to use the Trademark in connection with any event sponsored by Licensee or in any advertising or promotional materials of Licensee. Any future use of the Trademark by Licensee is prohibited.

## SECTION 5 GENERAL PROVISIONS

5.1 **Assignment.** Licensor shall have the right to assign this Agreement to any entity to which its Trademark rights are assigned upon written notice to the Licensee. Licensee may not assign any rights under this Agreement without the written consent of Licensor.

5.2 **Relationship.** Nothing in this Agreement shall be construed as creating a partnership, joint venture or agency relationship between the parties hereto. Unless specifically provided herein neither party shall have the right to create any duty or obligation, express or implied, on behalf of the other party.

5.3 **Notices.** All notices under this Agreement shall be in writing and delivered in person or sent by certified or registered mail, postage prepaid, or sent by recognized overnight courier at the addresses set forth in Section 1, or to such other addresses as may from time to time be designated by any such party in writing. Notice will be deemed given on the date the notice is delivered by personal delivery or on the date the notice is deposited with an overnight delivery service or in the United States mail. Notice will be deemed received on the date the notice is actually received or delivery is refused.

5.4 **Computation of Time.** The word "day" means "calendar day," and the computation of time shall include all Saturdays, Sundays and holidays for purposes of determining time periods specified herein.

5.5 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho and any federal law that may be applicable to the subject matter thereof.

5.6 **Costs and Attorney Fees.** If either party herein shall bring any action for relief against the other, declaratory or otherwise, arising out of this Agreement, the losing party shall pay the prevailing party for all reasonable attorneys' fees (including attorneys' fees on appeal) and costs (including court costs and disbursements) which shall be deemed to have accrued on the commencement of such action and shall be paid whether or not such action is prosecuted to judgment. The prevailing party will be that party who was awarded judgment as a result of trial or arbitration, or who receives a payment of money from the other party in settlement of claims asserted by that party.

5.7 **Severability.** Any provision of this Agreement that shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and the remaining provisions hereof shall remain in full force and effect.

5.8 **Entire Agreement.** This Agreement contains all covenants and agreements between the parties hereto relating in any manner to the subject matter herein. No prior agreements or understandings pertaining to the same shall be valid or of any force or effect and the covenants and agreements of this Agreement shall not be altered, modified or added to except in writing signed by Licensor and Licensee.

5.9 **Effective Date.** This Agreement is effective on the date set forth above when signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective authorized representatives as set forth below.

Dated: \_\_\_\_\_, 2023

**CITY OF KETCHUM**

\_\_\_\_\_  
Neil Bradshaw, Mayor

Dated: \_\_\_\_\_, 2023

**SAWTOOTH BREWERY**

\_\_\_\_\_  
Kevin Jones, Business Director

ATTEST:

\_\_\_\_\_  
Trent Donat, City Clerk





City of Ketchum

**PROCUREMENT MEMO**

Meeting Date:  Staff Member/Dept:

Agenda Item:

**Recommended Motion:**

I move to approve Purchase Order #23104 for a not to exceed amount of \$46,772.82 for the purchase of a 15 passenger 2021 Ford Transit Van.

**Summary of Procurement Process:**

Bidder	Bid Price
Kunes Country Ford Lincoln INC	\$46,772.82

Low Bid Contractor	Bid Price	Budget Account/Number
Kunes Country Ford Lincoln INC	\$46,772.82	03-4510-7115 & 03-4510-7120

**Background (if necessary):**

- First vehicle purchase for the Recreation Department in nearly 15 years
- Necessary safe, reliable transportation for year-round youth programming
- Funds exist due to combination of two budgeted CIP accounts
- Cost includes \$2,587 for extended warranty.

**Sustainability Impact:**

None. Electric vehicles were over twice the price for new.

**Attachments:**

1. Purchase Order # 23104
- 2.
- 3.





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

**PURCHASE ORDER**  
 BUDGETED ITEM? \_\_\_ Yes \_\_\_ No

**PURCHASE ORDER - NUMBER: 23104**

<b>To:</b> 6014 KUNES COUNTRY FORD LINCOLN INC 1234 E GENEVA ST PO BOX 546 DELAVAN WI 53115	<b>Ship to:</b> CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
--	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
06/02/2023	Shellie	Shellie		0	

Quantity	Description	Unit Price	Total
1.00	2021 FORD TRANSIT T-350 VAN PASSENGER 03-4510-7115	11,000.00	11,000.00
1.00	2021 FORD TRANSIT T-350 VAN PASSENGER 03-4510-7120	33,185.82	33,185.82
1.00	EXTENTED WARRANTY 03-4510-7120	2,587.00	2,587.00
SHIPPING & HANDLING			0.00
TOTAL PO AMOUNT			46,772.82

\_\_\_\_\_  
 Authorized Signature



City of Ketchum

PROCUREMENT MEMO

Meeting Date: June 12<sup>th</sup>, 2023 Staff Member/Dept: Juerg Stauffacher/Facilities Maintenance

Agenda Item: Recommendation to Approve Purchase Order #23101

Recommended Motion:

I move to approve Purchase Order #23101 for a not to exceed amount of \$34,676.00 for a City of Boise Contract (Piggyback) Vehicle Purchase.

Summary of Procurement Process:

Bidder	Bid Price
Mountain Home Auto Ranch	\$34,676.00

Low Bid Contractor	Bid Price	Budget Account/Number
Mountain Home Auto Ranch	\$34,676.00	03-4194-7110

Background (if necessary):

- The existing Ford Ranger was purchased in 2004 has been heavily used by multiple departments and gone through substantial repairs
- This item has been budgeted for in this year's CIP budget.
- 

Sustainability Impact:

None OR state impact here:  
No EV truck was available.

Attachments:

- Mountain Home Auto Ranch quote
- Purchase order 23101
-



**G R O U P**

FLEET

**OUT THE DOOR QUOTE FROM MOUNTAIN HOME AUTO RANCH**

MODEL	MAKE	YEAR
F-150 XL REG. CAB 4X4 8' BOX	FORD	2023
FLEET BASE PRICING	\$	33,506.00
OPTIONS	\$	1,170.00
STATE ADMIN FEE	\$	-
Your Price	\$	34,676.00

PURCHASER: CITY OF KETCHUM  
 PIGGYBACKED OFF OF: CITY OF BOISE CONTRACT

Vernon 'Butch' Wade

208-249-1330 Cell

[Email: vernonwade@msn.com](mailto:vernonwade@msn.com)

OKAY TO ORDER PER SPECS X \_\_\_\_\_

NUMBER OF UNITS X \_\_\_\_\_

CONTACT TRENT DONAT

PHONE NUMBER 208-806-7010



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

**PURCHASE ORDER**  
 BUDGETED ITEM? \_\_\_ Yes \_\_\_ No

**PURCHASE ORDER - NUMBER: 23101**

<b>To:</b> 5021 MOUNTAIN HOME AUTO RANCH 2800 AMERICAN LEGION BLVD. MOUNTAIN HOME ID 83647	<b>Ship to:</b> CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
--	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
05/26/2023	bancona	bancona		0	

Quantity	Description	Unit Price	Total
1.00	2023 FORD F-150 4WD REG CAB 8' BOX 03-4194-7110	34,676.00	34,676.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		34,676.00

\_\_\_\_\_  
 Authorized Signature



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: June 12 2023 Staff Member/Dept: Bill McLaughlin/Fire

Agenda Item: Recommendation to Approve Purchase of a Ford F250 Pickup

Recommended Motion:

I move to approve Purchase Order 23102 for a Ford F250 from Mountain Home Auto Ranch for \$47,026

Reasons for Recommendation:

- The 2022 Capital budget included replacement of one of the fire command cars. In November 2021, the council approved the purchase of that vehicle, and an order was submitted on state bid for a Ford F250 from Mountain Home Auto Ranch. That vehicle was never delivered due to parts shortages at Ford. Mountain Home Auto Ranch now has a vehicle meeting our needs that is a piggy-back from a City of Boise bid contract. That vehicle is on the lot and available now.
The fire department has already purchased radios, a truck cap and EQ slider for the anticipated truck.
This truck will replace an older Ford Expedition. It will be equipped as a mobile command post for the fire department, in addition to serving as the fire chief's staff vehicle. The older vehicle is in fair shape but is becoming less dependable. The replacement will upgrade the command equipment carried.

Sustainability Impact:

Suitable hybrid or electric vehicles are not yet available.

Financial Impact:

None OR Adequate funds exist in account: The purchase would use the \$30,588 earmarked from the 2022 budget and would use \$16,438 from the fire station bond. The vehicle includes one option not on our original order and has gone up in price since the original purchase order approval.

Attachments:

- Purchase Order 23102
Mountain Auto Ranch Quotation
Staff report from Nov 2021



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

**PURCHASE ORDER**  
 BUDGETED ITEM? \_\_\_ Yes \_\_\_ No

**PURCHASE ORDER - NUMBER: 23102**

<b>To:</b> 5021 MOUNTAIN HOME AUTO RANCH 2800 AMERICAN LEGION BLVD. MOUNTAIN HOME ID 83647	<b>Ship to:</b> CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
--	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
06/01/2023	Shellie	Shellie		0	

Quantity	Description	Unit Price	Total
1.00	F-250 Ext Cab 4x4 8'Box XL 03-4230-7100	30,588.00	30,588.00
1.00	F-250 Ext Cab 4x4 8'Box XL 42-4800-7450	16,438.00	16,438.00
SHIPPING & HANDLING			0.00
TOTAL PO AMOUNT			47,026.00

\_\_\_\_\_  
 Authorized Signature



**G R O U P**

**FLEET**

**OUT THE DOOR QUOTE FROM MOUNTAIN HOME AUTO RANCH**

MODEL	MAKE	YEAR
F-250 EXT CAB 4X4 8' BOX XL	FORD	2023
FLEET BASE PRICING	\$ 45,113.00	LINE ITEM FP-43
OPTIONS	\$ 1,913.00	
STATE ADMIN FEE	\$ -	
Your Price	\$ 47,026.00	

PURCHASER:

PIGGYBACKED OFF OF: CITY OF BOISE CONTRACT

ROBERT DICKSON

208-371-4425 CELL

Email: [rdickson@mhautoranch.com](mailto:rdickson@mhautoranch.com)

OKAY TO ORDER PER SPECS

NUMBER OF UNTIS

CONTACT

PHONE NUMBER



## City of Ketchum

November 12, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation To Approve Purchase Order # for \$30,589 for Ford Pickup**

#### Recommendation and Summary

Staff is recommending the council Adopt the following Resolution:

**"I move to approve purchase order #22032 in the amount of \$30,588 and authorize the Mayor to sign said purchase order."**

The reasons for the recommendation are as follows:

- This vehicle was included in the approved annual budget.
- The vehicle will replace a 2004 Ford Expedition.

#### Introduction and History

The fire department operates two command vehicles. One is at end of expected service life. This vehicle will replace that 2004 Ford Expedition, and will improve capabilities by providing additional room for equipment. State bid for of a replacement Expedition came in over \$10,000 higher than the pickup cost.

#### Analysis

The vehicle is available on state bid, at a 30% savings from MSRP.

#### Sustainability Impact

At this time, neither hybrid nor electric vehicles are available in this class.

#### Financial Impact

The quote is within the budget for the project.

#### Attachments

Purchase Order 22032

Mountain Home Auto Ranch quote



**Acceptance**

---

Neil Bradshaw, Mayor  
City of Ketchum



City of Ketchum

PROCUREMENT MEMO

Meeting Date: 6/12/2023 Staff Member/Dept: Mick Mummert/Wastewater

Agenda Item: Recommendation to Approve Purchase Order #23103 for two Positive Displacement Blowers for the Wastewater Reclamation Facility

Recommended Motion:

"I move to approve Purchase Order #23103 for a not to exceed amount of \$205,788.00 for two positive displacement blower packages from Aerzen USA Corp.

Summary of Procurement Process:

Bidder	Bid Price
Aerzen USA Corp.	\$205,788.00
(Invitation to bid was advertised April 26 and May 3 - No other bids were received.)	

Low Bid Contractor	Bid Price	Budget Account/Number
Aerzen USA Corp.	\$205,788.00	WW CIP/67-4350-7815

Background (if necessary):

- Aeration basin blower upgrades and additions are part of the current Capital Improvement Plan project.
- The bid amount of \$205,788.00 is lower than the budgetary estimated cost of \$225,000.00 for the blowers.

Sustainability Impact:

None OR state impact here: These are high efficiency blowers and are part of a treatment process modification designed to reduce the amount of energy required by the process by approximately 15%.

Attachments:

- Aerzen USA Proposal
- Engineer's Recommendation
- Purchase Order #23103
- Notice of Award for Procurement Contracts



**AERZEN**

# Proposal

City of Ketchum, ID

SVWSD WRF - Blowers

May 17, 2023

**Manufacturer/Service/Parts**

Aerzen USA Corp.  
108 Independence Way  
Coatesville, PA 19320  
800-444-1692 (tel)  
610-380-0278 (fax)

[www.aerzen.com/en-us](http://www.aerzen.com/en-us)



**AERZEN**

Compressed air, gas  
and vacuum solutions

Aerzen USA  
108 Independence Way  
Coatesville, PA 19320 USA

Telephone: (610) 380-0244  
Fax: (610) 380-0278  
[www.aerzen.com/en-us](http://www.aerzen.com/en-us)

## Qualification Letter

Thank you for the opportunity to provide a proposal for Hybrid Blower packages for the SVWSD WRF project.

Aerzen is a family-owned private company that was founded in 1864 in Aerzen, Germany. Aerzen manufactured the first European positive displacement blower in 1868 and has been manufacturing screw compressors since 1943. Aerzen was one of the first ISO 9001 certified companies in the world and has maintained that certification since 1990. To ensure consistent quality throughout the world, all of our positive displacement blowers and screw compressor stages are manufactured in Germany in a 2,000,000 sq. ft. manufacturing facility.

Aerzen USA is one of more than 40 subsidiary companies of Aerzen. Aerzen USA is the Technical Competency Center for all of the Americas with headquarters in a LEED Gold 40,000 sq. ft manufacturing facility in Coatesville, PA which houses a workshop, warehouse, sales, support, and engineering. Aerzen also has a nationwide sales and service network including sales and service offices in Houston, TX, Romeoville, IL, Benicia, CA, and Atlanta, GA; Aerzen also has a rental facility in Atlanta, GA to serve our customers throughout the United States with rental equipment for low pressure applications.

Aerzen support for this project will be directed from the USA headquarters in Coatesville, PA. Project management, engineering and fabrication will be coordinated here. Personnel involved in this project from the headquarters will include an Aerzen Project Manager (to be assigned at time of order), various engineers (including mechanical, electrical, controls, testing, and applications), and production personnel. In addition to headquarters, Aerzen's local office in Benicia, CA, will continue their involvement in the project to ensure timely deliverables and local support as the project approaches the installation phase. At that point, Aerzen's local service manager and service coordinator will be introduced for planning equipment installation, start-up & commissioning, training, and any hand-off coordination between the contractor and owner as needed. Throughout the life of the project, Aerzen's Regional Sales Manager will continue direct involvement in order to support design and document compliance, production schedules, and field service support.



PROCUREMENT BID FORM

Ketchum / SVWSD WRF Equipment Procurement – Blowers
Ketchum / SVWSD

It is the intent of the Buyer to award a contract to the lowest responsive, responsible bidder on the basis of the lump sum total price written below.

The Bidder hereby certifies that the costs for all labor, services, equipment, tools, materials, licenses, permits, fees, and taxes (unless exempt) necessary for furnishing the Goods and Special Services according to the Project Manual are included in the price(s) for the items shown herein.

1. Bid Item Description:

This section, in general, describes the bid items included in the Bid Schedule. The description of Bid Items is provided for clarity purposes only. It is not intended to replace, supersede, or preclude any information in the plans and specifications. Unless specified otherwise, all lump sum Bid Items will be paid as a shown in the Agreement Between Buyer and Seller. Descriptions of the project Bid Items are provided below:

Bid Item No. A: Blowers. This lump sum Bid Item includes furnishing of goods and special services consisting of supply of two (2) packaged twisted tri-lobe positive displacement blowers (commonly referred to as hybrid blowers) with sound-attenuating enclosures for the aeration of an activated sludge wastewater treatment system. Blower shall supply 2,500 SCFM (3,310 ICFM), 7.5 PSIG differential discharge pressure, system discharge pressure 7.0 PSIG, relief valve setting 8.0 PSIG, with blower speed 3,600 RPM, inlet temperature 90°F, maximum free field noise level outside the enclosure shall be 77 dBA (+/- 2 dBA). Each blower shall consist of a 10-inch intake filter flange mounted on a rigid one-piece cast iron blower casing with precision machined twisted tri-lobe impellers, flexible blower discharge connection, 10-inch discharge silencer, weighted relief valve, discharge pressure gauge, discharge check valve, blower and motor mounting frame, 150-horsepower high-efficiency variable frequency drive (VFD) rated motor (motor non-overloading at relief valve pressure setting and 90°F), adjustable motor base, and belt guard all contained within a sound-attenuating enclosure. All system components delivered to the project site fully assembled (freight included in bid price). Special Services shall include: installation certification, operations and maintenance manuals, start-up services and training of Buyer’s personnel.

2. Bid Schedule:

Table with 6 columns: BID ITEM NO., DESCRIPTION, UNIT, EST QTY, UNIT PRICE, BID PRICE. Row 1: A, Blowers, Lump Sum, 1, -, \$ 205,788. Summary row: Total Contract Bid Price for Item A: Two hundred, five thousand, seven hundred and eighty eight dollars (use words).

3. Lowest Responsive BIDDER:

Determination of the lowest responsive BIDDER will be based on the lump sum price meeting the specification requirements.

4. Completion:

BIDDER agrees that the Goods will be furnished and Special Services will be substantially completed and ready for final payment in accordance with Paragraph 10.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement Between Buyer and Seller.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement Between Buyer and Seller.

**Dated:** \_\_\_\_\_ May 10, 2023 \_\_\_\_\_

**Name of Business:** \_\_\_\_\_ Aerzen USA Corp \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_  \_\_\_\_\_

**Name:** \_\_\_\_\_ Kurt Erickson \_\_\_\_\_

**Title:** \_\_\_\_\_ Vice President & General Manager \_\_\_\_\_



**BID PROPOSAL**

For

**Ketchum / SVWSD WRF Equipment Procurement – Blowers**

**Ketchum / SVWSD**

**Aerzen USA Corp.**

**From: 108 Independence Way, Coatesville, PA 19320**

**To: Ketchum / SVWSD Water Reclamation Facility,  
110 River Ranch Road, Ketchum, Idaho 83340**

The undersigned, as Bidder, declares that we have received and examined the Project Manual for the **Ketchum / SVWSD WRF Equipment Procurement – Blowers** that we are well-qualified to supply the Goods and Special Services, that we are familiar with the Goods and Special Services, applicable federal, state, and local laws, ordinances, rules, and regulations, and conditions affecting cost, progress, or performance of the Goods and Special Services, and have made such independent investigations as Bidder deems necessary.

We acknowledge that the Project Manual provides the contract requirements, the general conditions of the contract, the technical specifications, as well as the referenced federal, state, and local laws, ordinances, rules, and regulations.

We acknowledge that addenda numbers 1 through    have been received and have been examined as part of the Project Manual.

We acknowledge that this price includes the following completed documents: Bid Proposal, and Procurement Bid Form.

The undersigned, as Bidder, proposes and agrees that if this bid is accepted we will contract with the City of Ketchum and Sun Valley Water and Sewer District (Ketchum / SVWSD), hereinafter referred to as Buyer, on the form of Agreement Between Buyer and Seller provided herewith to furnish the Goods and Special Services according to the Contract Documents with all terms and conditions contained therein. We agree to sign the Agreement Between Buyer and Seller without qualification and to furnish the performance and payment bonds and the required evidence of insurance within fifteen (15) calendar days after receiving written Notice to Proceed for the contract.

We further propose and agree, if our bid is accepted and a contract for furnishing the Goods and Special Services is entered into with the Buyer, to plan the furnishing and to prosecute it with such diligence that the Goods and Special Services shall be completely furnished within the time stipulated, and to accept as full payment the bid price(s) written in the following Procurement Bid Form.

We agree that this Bid Proposal constitutes an offer, which shall be binding on the undersigned for sixty (60) days from the date of this Bid Proposal.

The party by whom this proposal is submitted and by whom the contract will be entered into in case the award is made to him:

Bidder (State whether business is a Corporation, a Partnership, or an Individual)

AERZEN USA CORP \_\_\_\_\_, a CORPORATION \_\_\_\_\_

Bidder's Address:

State of Incorporation:

108 INDEPENDENCE WAY \_\_\_\_\_

OHIO \_\_\_\_\_

COATESVILLE, PA 19320 \_\_\_\_\_

Corporate Address:

SAME AS ABOVE \_\_\_\_\_

Bidder's Phone Number: 610-380-0244 \_\_\_\_\_

Bidder's Fax Number: 610-380-0278 \_\_\_\_\_

Bidder's E-mail Address: tom.mccurdy@aerzen.com \_\_\_\_\_

Dated: May 10, 2023 \_\_\_\_\_

(SEAL)

Signature:



Kurt Erickson  
Vice President & General Manager  
Aerzen USA Corp



Name of Authorizing Official, City of Ketchum:

Name of Authorizing Official, Sun Valley  
Water and Sewer District:

\_\_\_\_\_

\_\_\_\_\_

Title:

Title:

\_\_\_\_\_

\_\_\_\_\_

Attested By:

Attested By:

\_\_\_\_\_

\_\_\_\_\_

Title:

Title:

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**BIDDER'S CHECKLIST** □

This Bidder's Checklist is offered to the prospective bidder as a means of checking the Bidder's Bid Proposal in order to ensure that a complete Bid is submitted, free from omissions and errors that could possibly lead to rejection of the Bid. This checklist is provided only as a convenience for Bidders and is not intended to be a detailed or complete listing of all actions and documents that may be required. Bidders are advised to carefully read all portions of the Project Manual and to comply with all requirements.

**BID PROPOSAL**

- 1. Have questions arising from the Project Manual been submitted to the proper authority and resolved in the proper manner?
- 2. Are all blank spaces filled out on Bid Proposal, including required signatures?
- 3. Have all Addenda been received, factored into the bid price, and acknowledged on the Bid Proposal?

**PROCUREMENT BID FORM**

- 4. Is bid price shown correctly including totals? Recheck for errors and omissions. Total lump sum bids must be shown in words and figures.
- 5. Are all required signatures included?

**BIDDER QUALIFICATION**

- 6. Is the written evidence of Bidder's qualifications to furnish Goods and Special Services included in the bid package?

**BID PACKAGE SUBMITTAL**

- 7. Are all required Bid Forms ready for delivery in either electronic or hard-copy to the specified authority prior to the time for the Bid Opening?

**AERZEN USA CORPORATION**

108 Independence Way  
 Coatesville, PA 19320  
 Tel. (610) 380-0244 ♦ Fax. (610) 380-0278



**AERZEN**

**AERZEN** Reference Number: ENV-235602.0

16-May-23

Re: Ketchum, ID

<p><b>To:</b> Trent Donat                  Firm - City of Ketchum                  email - tdonat@ketchumidaho.org                  phone - (208) 726-3841</p>
<p>AERZEN Representative Info:                  Name - Scott Forsling of Coombs-Hopkins Company                  e-mail - scott@coombshopkins.com                  phone - (435) 659-7199</p>

<p><b>AERZEN</b> Proposal Prepared By:                  Name - Dan Coleman                  email - dan.coleman@aerzen.com                  phone - (484) 718-3607</p>
<p><b>AERZEN</b> Regional Manager:                  Name - Tom McCurdy                  e-mail - tom.mccurdy@aerzen.com                  phone - (610) 656-1683</p>

**Thank you for the opportunity to bid this project for (2) Positive Displacement Blower Packages.**

**The Aerzen Blower Package Performance and Scope of Supply meet the intent of the specification.**

**Aerzen meets or exceeds the requirements for flow range, power, and noise levels.**

**Instrumentation as specified below, is part of this scope of supply.**

**Hybrid**

**Model: D 98 S DN 250**

**Performance Data:**

**Design**

Intake volume, handled at intake condition	cfm	3,380	959
Volume handled at normal condition	scfm	2,500	710
Mass flow	lb/h	11,596	3,294
Density at inlet conditions	lb/cf	0.057	0.057
Relative humidity	Φ	95%	95%
Intake pressure (abs.)	psia	11.9	11.9
Outlet pressure (abs.)	psia	19.4	19.4
Discharge pressure	psig	7.5	7.5
Intake temperature	°F	90	90
Discharge temperature	°F	208	216
Power consumption at coupling	bHp	127	37
Motor Rating	HP	150	
Motor Speed	RPM	3,570	1,263
Full load motor efficiency	%	95.0%	
Motor frame		445TS	
Tolerance on flow & power	± 5 %		

Sound pressure level w/o enclosure dB(A) 103 \*Measured in free field at 3ft. distance from the outline of the unit

Sound pressure level w/ enclosure dB(A) 76 \*does not include system piping noise (tol. ± 2 dB(A)).

**Weights & Dimensions:**

Inlet connection	ANSI Flange	12"
Discharge connection	ANSI Flange	10"
Blower torso weight	lbs.	4,855
Blower motor weight	lbs.	1,709
Blower pkg weight	lbs.	6,564
Envelope dim.*	L x W x H in.	87 x 75 x 93
460 VAC Cooling Fan	kW	0.38
AERtronic	kW	0.2

\* non binding dimensions includes, inlet filter silencer, relief valve, check valve, and flex connector

## **AERZEN USA CORPORATION**

108 Independence Way

Coatesville, PA 19320

Tel. (610) 380-0244 ♦ Fax. (610) 380-0278



# **AERZEN**

### **D 98 S DN 250**

Aerzen Delta Hybrid Blower Package consists of the following components, assembled in our factory.

#### **Aerzen Rotary Lobe Compressor D Series**

- Narrow V-belt drive
- V-belt drive guard
- First fill of Delta Lube 06 oil
- Service Accessories
- Inlet filter-silencer, G4 per EN 779 (equivalent to MERV 7)
- Discharge Silencer, Reactive type, integrated with base frame
- Spring loaded pressure relief valve(s), sized for full flow
- Set of vibration isolating mounts
- Discharge manifold with externally accessible integrated check valve
- Hinged motor support as automatic belt tensioning device
- Sound enclosure, powder-coated galvanized steel, fire retardant HDP foam construction
- 10" ANSI Flanged discharge connection
- Simplified ISO-1217, Annex B test report(s)
- Factory set relief valve
- Blower Warranty 24/30
- Domestic packaging

#### **Drive motor**

- Motor 150 HP, 2-pole, NEMA, TEFC, 460 V / 60 Hz, NEMA Premium Efficiency, 445TS
- Motor thermostats, one per phase @ 155 deg C
- Routine motor test data
- Insulated drive-end motor bearing
- Motor shaft grounding ring
- Motor Warranty 3-Yr Motor

#### **Instrumentation and Controls**

- AERtronic Controls local control panel
- Configured for VFD use
- Ethernet IP communication protocol
- 460V Supply Power
- Aertronic vibration monitoring module
- E-stop button
- Aertronic UL508A wiring
- AERtronic vibration monitoring of blower case, X/Y plane with time delay, alarm, & fault function

#### **Spare Parts (per unit)**

- Set of 1 spare air filter(s)
- Set of 1 spare belt set(s)
- Set of 2 spare oil filter(s)
- spare sheave set
- 1 quart of touch up paint

#### **Start Up & Services**

- 1 trip(s), 2 day(s) total installation, startup, & training

#### **Freight**

- Freight to jobsite

**AERZEN USA CORPORATION**

108 Independence Way

Coatesville, PA 19320

Tel. (610) 380-0244 ♦ Fax. (610) 380-0278



**AERZEN**

Price does not include any tax or VAT.

**Delivery Terms: CIP Aerzen USA Coateville, PA**

**General Terms: This offer is subject to Aerzen Standard Terms and Conditions (AMUSA.08.22.001)**

**Payment Terms: Net 30 days, 20% of order value from date of accepted purchase order. 30% of order value upon release for production for material procurement. 50% of order value from date of readiness to ship.**

**Submittals: 4-6 weeks after receipt of purchase order**

**Delivery Time: presently approximately 26 weeks after technical release by customer.**

**Warranty: 24 months after start up, 30 months after delivery, whichever comes first.**

\*Maintenance must be performed per the Instruction Manual using Aerzen spare parts.

\*Equipment not manufactured by Aerzen will carry the manufacturer's standard warranty.

**Quote Validity: All prices and lead times quoted are valid for 60 days from the date stated on the quotation.**

## AERZEN USA CORPORATION

108 Independence Way

Coatesville, PA 19320

Tel. (610) 380-0244 ♦ Fax. (610) 380-0278



# AERZEN

### Aerzen USA Corp Terms and Conditions of Sale New Equipment Packages

AERZEN USA CORP (hereinafter called "Seller") agrees to sell equipment (hereinafter called the "Goods") to the Purchaser (hereinafter called the "Buyer") on the following terms and conditions of sale. Any alteration of these terms and conditions shall have no force or effect unless agreed to in writing by an officer of Seller or such other authorized signatory of Seller as designated in writing by Seller.

The terms and conditions as set forth herein and our quotation or as modified by written agreement shall constitute the entire agreement (hereinafter called the "Agreement") between Seller and Buyer. A failure by either party to enforce any rights under this Agreement shall not be deemed to constitute a waiver of those or any other rights under this Agreement. These Terms and

Conditions of Sale shall be deemed accepted by Buyer upon Seller's receipt of Purchase Order from Buyer. No condition stated by Buyer shall be binding upon Seller if in conflict with, inconsistent with, or in addition to the Terms and Conditions of Sale, unless expressly accepted in a writing signed by Seller. In the event of conflict or differences in the terms or conditions of Buyer's Purchase Order and the Terms and Conditions of Sale herein, the Terms and Conditions of Sale shall govern.

1. **ORDERS:** All orders are subject to acceptance and approval by Seller's credit department and are not binding until and unless so approved and accepted. Written acknowledgement of an order shall constitute acceptance and will thereby be a binding contract which cannot be modified or cancelled by Buyer without written consent of Seller.

2. **PRICES AND PAYMENTS:** All prices are quoted and payable in U.S. dollars, unless otherwise noted. Quoted prices shall remain valid for thirty days unless written communication is received by Seller prior to such time. Seller reserves the right to restrict or modify the terms of payment or to require payment prior to shipment if, in Seller's opinion, the Buyer's financial condition or other circumstances do not warrant shipment on the terms originally specified in the Agreement.

Unless expressly agreed to in writing on a specific contract or order, pending satisfactory credit review, Seller standard payment terms are: (a) For orders under \$100,000 the payment terms shall be Net 30 days from date of shipment, with no retainage held. (b) For orders over \$100,000 the following terms shall apply, assuming satisfactory credit review: 20% of order value from date of accepted purchase order, 30% of order value upon release for production for material procurement, 50% of order value at readiness to ship. (c) All invoices are to be paid Net 30 days. (d) In those cases where progress payments are required, all work on the order will cease if payment is not received in accordance with the payment schedule. (e) Payment retention will not be allowed. In the instance where an invoice is disputed, all undisputed portions remain payable within Net 30 days terms. (f) Interest at the rate of one and one-half percent (1 ½%) per month or at the highest rate allowed by law, whichever is less, shall be charged to all overdue accounts. Buyer will reimburse Seller for all costs and expenses (including attorney's fees and the costs of bringing any action) incurred in collecting any amounts past due.

3. **TAXES:** The prices quoted do not include any taxes. Any sales tax, use tax, excise tax, goods, and service tax (GST), value added tax (VAT), customs tax, or other tax of any nature whatsoever imposed by any government authority on the transaction between Seller and Buyer (plus interest and penalties thereon, if any) shall be paid by the Buyer in addition to the prices quoted and invoiced. In the event that Seller is required to pay any such taxes, Buyer shall reimburse Seller on demand. At the time of an order, Buyer shall provide Seller with any tax exemption certificates or other documents acceptable to the taxing or customs authorities.

4. **LIABILITY:** Seller's liability with respect to the Goods sold hereunder shall be limited to the warranty provided in Section 10 of these Terms and Conditions and shall be limited to the contract price. In no event shall Seller be liable for special, indirect, incidental, consequential or punitive damages, or expenses incurred by Buyer, Buyer's customers or any third party, whether arising from breach of contract, warranty, negligence, strict liability in tort or other theories of law or equity, including, but not limited to, liquidated damages, loss of profits or revenue, loss of use, cost of capital, cost of substitutes, downtime, service interruption, or any other type of economic loss.

5. **SHIPPING OR SERVICE DATE:** Shipping or service dates are estimates and not a guarantee of a particular day of shipment or service. Seller shall not be liable in any way for any default or delay in shipping or service due to contingencies beyond its control which prevent or interfere with Seller making delivery or providing service on the date specified, including, but not limited to, war, restraints affecting shipping, delivery of materials or credit as a result of war or war restrictions, non-arrival, delay or failure to procure materials as a result of war or war restrictions, rationing of fuel, strikes, lockouts, fires, bombings, terrorism, accidents, floods, droughts, cyber-attacks, and any other contingency affecting Seller, its suppliers, or subcontractors; and Seller shall have the right to cancel a contract of sale or to extend the shipping or service date in the event that one or more of such contingencies prevents or delays shipment or service.

#### 6. DELIVERY:

- a. **Title and Risk of Loss:** All products will be delivered EXW Aerzen, Coatesville, PA unless otherwise agreed by both parties in writing. In no event shall Seller be liable for any delay in delivery or assume any liability in connection with shipment, nor shall the carrier be deemed an agent of Seller.
- b. **Acceptance of Products:** Buyer shall inspect all products promptly upon receipt. All claims by Buyer, except only those provided for under Warranty clauses, which are not asserted in writing by Buyer within five (5) days of receipt are waived.
- c. **Delays by Buyer:** In the event that Goods cannot be shipped to Buyer when ready due to any cause not attributable to Seller, upon notice to Buyer, Seller may ship such Goods to storage. If such Goods are placed in storage, including storage at the facility where manufactured, the following conditions shall apply: (i) all risk of loss or damage shall thereupon pass to Buyer; (ii) title shall transfer to Buyer; (iii) any amounts otherwise payable to Seller upon delivery shall be payable upon presentation of Seller's invoice; (iv) the Goods shall be deemed as shipped and the warranty time period shall commence; (v) all expenses incurred by Seller, such as preparation for and placement into storage, handling, inspection, preservation, insurance, storage and removal charges, and any taxes shall be payable by Buyer; and (vi) when conditions permit and upon payment of all amounts due hereunder, Seller shall resume delivery of Goods to the originally agreed point of delivery.
- d. **Delays in Inspection:** In the event that Goods cannot be shipped to Buyer when ready due to delay of Buyer's in-person inspection, upon notice to Buyer, such delay shall constitute a waiver of Buyer's rights of in-person inspection and rejection and an acceptance by Buyer of an inspection report, as determined and compiled at Seller's sole discretion. Such acceptance shall be in addition to the remedies for Delays by Buyer outlined herein.
- e. **Partial Shipment:** Partial shipment of an order will not be made without Buyer's knowledge or consent. In the event a complete shipment cannot be made by the required date, Buyer will be promptly notified. If partial shipment with Buyer's approval is made, excess freight charges, if any, will be billed to the Buyer.

7. **CANCELLATION, POSTPONEMENT OR CHANGE ORDERS:** Orders are not subject to Buyer's cancellation, postponement, or change in specifications, shipping schedules, or other conditions originally agreed upon without Seller's written consent and then only upon agreement to compensate Seller for any or all losses caused by such cancellation, postponement, or changes. Cancellation charges of between twenty percent (20%) and one hundred percent (100%) of the total price of the contract will be invoiced, as determined at Seller's sole discretion, depending on the status of completion plus Seller's non-recoverable costs attributed to the Buyer's order.

If Seller's manufacturing is delayed or postponed by Buyer, Seller shall be entitled to an equitable price adjustment. If Buyer delay extends for more than ninety (90) days and the parties have not agreed upon a revised basis for continuing the work at the end of the delay, including adjustment of the price, then upon written notice, Seller may terminate the order whereupon Buyer shall promptly pay Seller its cancellation charges as described herein.

Seller may terminate the Agreement without liability to Buyer if (i) Buyer shall materially breach any of the terms and conditions of this Agreement and shall fail to cure such material breach within five (5) days after written notice from Seller; or (ii) Buyer shall become insolvent; or (iii) a petition under the Bankruptcy Act or any other insolvency law shall be filed by or against Buyer; or (iv) Buyer shall make assignment for the benefit of creditors; or (v) Buyer shall fail to make timely payment of any obligation owed by it to Seller; or (vi) in the event Seller reasonably believes that Buyer is unable to make full and prompt payment as required hereunder.

Buyer agrees that it shall, no later than thirty (30) days following the effective date of termination of this Agreement, pay all monies owed to Seller at the time of any such termination regardless of any terms of payment that may have otherwise been granted to Buyer by Seller. Seller shall not by reason of its termination of this Agreement in accordance with the terms hereof, be liable to Buyer for compensation or reimbursement of any damages on account of loss of profits or prospective profits on anticipated sales, or on commitments in connection with the business or goodwill of Buyer or otherwise or for direct, indirect, punitive, special, consequential, or liquidated damages.

8. **LIMITED WARRANTY:** Unless otherwise stated in Seller's quotation, Seller warrants the products and parts that it manufactures will be free from defect in materials and workmanship for twenty-four (24) months from the date of start-up, but not to exceed thirty (30) months from the date of readiness to ship. Performance warranties (if any) are limited to those specifically included in Seller's proposal and identified as such. Goods (including accessories, components, and parts thereof) furnished by Seller but manufactured by others is not warranted by Seller and such Goods shall carry the warranty (if any) which the manufacturer has conveyed to Seller to the extent it can be passed on to the Buyer. Seller shall, upon prompt written notice by the Buyer, correct such non-conformities, at Seller's option, by either repair or replacement. All such defective Goods shall follow the RMA policy set forth in clause 10. and be sent at Buyer's expense directly to Seller's headquarters located at 108 Independence Way, Coatesville, PA, USA, 19320 or an Authorized Service Center. Shipment of repaired or replacement Goods will be at Seller's expense. Seller warrants any Goods repaired or replaced pursuant to the above warranty to be free from defects in materials and workmanship for the longer of: (a) a period of ninety (90) days after the start-up of such repaired or replaced Goods or (b) the period remaining on the warranty.

Goods must be maintained per Seller's Operations and Maintenance manual, including proper maintenance documentation, for the warranty to remain valid.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, OR IMPLIED, INCLUDING ANY WARRANTY OF PERFORMANCE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO REPRESENTATION, CONDITION OR WARRANTY, INCLUDING, BUT NOT LIMITED TO, STATEMENTS OF CAPACITY, SUITABILITY FOR USE, OR PERFORMANCE, WHETHER MADE BY SELLER, EMPLOYEES OR REPRESENTATIVE PERSONNEL, SHALL BE

## AERZEN USA CORPORATION

108 Independence Way

Coatesville, PA 19320

Tel. (610) 380-0244 ♦ Fax. (610) 380-0278



# AERZEN

CONSIDERED TO BE A WARRANTY BY SELLER FOR ANY PURPOSE OR GIVE RISE TO ANY LIABILITY OF SELLER WHATSOEVER AND ALL SUCH IMPLIED WARRANTIES ARE HEREBY DISCLAIMED BY SELLER AND EXCLUDED FROM ANY CONTRACT RESULTING OR ARISING FROM OR OTHERWISE EVIDENCED BY THIS AGREEMENT.

Failure to notify Seller in writing within five (5) days of discovery of any unsatisfactory operation, improper maintenance or installation shall terminate this Warranty. The above warranties do not apply to products which are (a) repaired, modified or altered by any party other than Seller or Seller's Authorized Service Center; (b) subjected to unusual physical, thermal, or electrical stresses, corrosion or erosion, improper installation, improper grounding, improper maintenance, lack of lubrication, misuse, abuse, accident or negligence in use, improper storage, transportation or handling, or (c) considered a consumable item or an item requiring repair or replacement due to normal wear and tear. SELLER SHALL NOT BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES WHICH MAY ARISE UNDER THIS CONTRACT WHETHER SUCH LIABILITY IS IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND IN NO CASE SHALL SELLER'S LIABILITY EXCEED THE PRICE OF THE NONCONFORMING GOODS.

9. NONCONFORMING GOODS: Any rejection of nonconforming Goods must be made by the Buyer within five (5) days of delivery and Buyer must give written notice to Seller within that period. Such notice shall contain a description of the alleged non-conformity. Upon receipt of such notification, Seller will arrange for the return of the Goods, at Seller's expense, and upon confirmation of the nonconformity, Seller, at Seller's expense, will ship conforming Goods to Buyer.

10. RETURNS AND REPAIRS: When Goods are returned for repair, the Buyer must contact Seller's customer support department for shipping instructions and a Return Material Authorization (RMA). Buyer must ship product in original packaging or equivalent, with the RMA clearly marked on the outside of the package, freight prepaid. Seller shall not be responsible for any damage occurring in transit or obligated to accept products returned without RMA. Buyer bears all risk of loss or damage to the returned product until delivery at Seller's designated facility. Any return shipment received by Seller without an RMA or whose contents are not received in their original condition, may be reshipped by Seller freight collect to Buyer. The RMA supersedes any implied return authorization whether oral or in writing that does not include an RMA.

11. RETURNS FOR CREDIT: No returns for credit will be accepted unless Seller's written permission has been obtained in each case in advance, pursuant to clause 10.

12. APPLICABLE LAWS: This Agreement and the respective rights and obligations of the Buyer and Seller with regard hereto shall be governed by and construed according to the laws of the Commonwealth of Pennsylvania, without regard to the principles of conflicts of law thereof.

13. NOTICE: Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be in writing and shall be sent to Aerzen USA, 108 Independence Way, Coatesville, PA, 19320

14. ASSIGNMENT: Neither party may assign or transfer this Agreement without the prior written consent of the other party.

15. CONFIDENTIAL INFORMATION: Any design specifications, manufacturing drawings, technical data or other information or materials submitted to Buyer and identified by Seller as confidential are and shall remain the exclusive property of Seller. Buyer agrees to treat such information as confidential and shall not reproduce or disclose such information without the express prior written consent of Seller.

16. WAIVER OF SUBROGATION: Buyer agrees to waive any and all subrogation rights towards Seller.

17. DATA USE: The Goods may include data monitoring services. The data received by Seller may be used by Seller and certain third-party distributors and contractors for the sole purposes of increasing overall customer service and determining claims of warrantability. Seller will use commercially reasonable efforts to ensure that Buyer's data is kept confidential. Buyer may request discontinuance of data monitoring service at any time, subject to waiver of all and any remaining warranties.

**AERZEN USA CORPORATION**

108 Independence Way  
Coatesville, PA 19320  
Tel. (610) 380-0244 ♦ Fax. (610) 380-0278



**AERZEN**

**Confidential & Proprietary - this document shall not be distributed to anyone other than the intended recipients.**

**AERZEN** Reference Number:

16-May-23

Re:

**Thank you for the opportunity to bid the referenced project. The Aerzen scope of supply meets the intent of the plans and specification as well as complying with the requirements for power and flow within the stated margin.**

**Section 43 11 33;** Aerzen is providing their standard set of sensors. An ammeter is not included.  
**1.4.A.2.o**

**Section 43 11 33;** Aerzen does not provide project specific dynamic balancing reports.  
**1.4.B.3.a.3**

**Section 43 11 33;** Aerzen is not providing spare bearings, seals, O-rings or gaskets for the blower and  
**1.4.D.1.a&d** motor. Replacing these components requires the blower to be sent to the factory for an overhaul by an Aerzen technician. Replacement components for the motor are stocked by any local motor supply house.

**Section 43 11 33;** At the design point, Aerzen's blower will operate at 98% of max which is well within the  
**2.2.A.6** blower's safe operating limit. At this speed, the blower's theoretical bearing life is 619,000 hrs which far exceeds the bearing life of 100,000 hrs required by part  
**2.3.C.7.e.**

**Section 43 11 33;** At the design conditions, the blower's discharge temperature is 208 F at the design flow  
**2.2.B.1.d** rate and at the minimum turndown the blower's discharge temperature is 216 F. This discharge temperature will be comparable to other equal blower packages provided a competing manufacturer.

**Section 43 11 33;** It is Aerzen's interpretation of the spec that the blowers should be sized using a  
**2.2.B.1.g** barometric pressure at 5,730 ft. Aerzen's blower sizing program takes into account all losses throughout the pressure. Therefore, Aerzen has not taken into account the max inlet pressure loss of 0.6 PSIG.

**Section 43 11 33;** It is not clear what the intent of the control valves is or what exactly is required.  
**2.3.A.1** Therefore, Aerzen has not included these in the scope/pricing.

**Section 43 11 33;** Aerzen is guaranteeing a free field sound level of 76 dBA per ISO-2151 empirical data.  
**2.3.F.1** Installed sound levels cannot be guaranteed as there are factors outside of the blower manufacturer's scope that can adversely affect the installed sound levels (i.e. other machinery running, external piping configuration, facility layout...etc.).

**Section 43 11 33;** Sound enclosures are not electrical enclosures and cannot be NEMA rated.  
**2.3.H.3.c**

**Section 43 11 33;** Aerzen is providing their standard blower local control panel with standard set of  
**2.4.A** sensors and touchscreen HMI per part 2.4.C, which will display all monitoring parameters and protect the blower package from adverse conditions. Gauges and switches are not provided.

**Section 43 11 33;** Aerzen is providing ISO-1217, Annex B testing to verify flow and power consumption of  
**2.5.A.3** the blower stage. This test does not record vibration or bearing temperature.

**Section 43 11 33;** The ISO-1217 test is performed at Aerzen Germany and cannot be certified by a U.S.  
**2.5.A.3.h.2** PE.

**AERZEN USA CORPORATION**

108 Independence Way  
Coatesville, PA 19320  
Tel. (610) 380-0244 ♦ Fax. (610) 380-0278



**AERZEN**

**Confidential & Proprietary - this document shall not be distributed to anyone other than the intended recipients.**

**AERZEN** Reference Number:

16-May-23

Re:

**Section 43 11 33;** Aerzen will provide their standard field testing to verify that the blower is operating **3.2.A.3** safely within its limits.

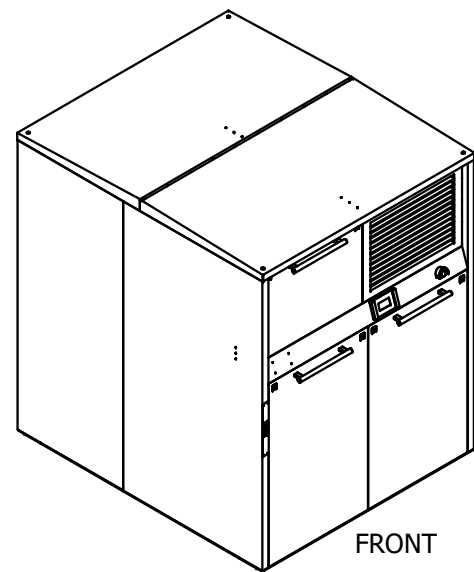
**Section 43 11 33;** Aerzen will provide their standard field vibration testing to verify that the blower is **3.2.A.4** operating within its allowable vibration tolerance of 0.3 IPS RMS. Anything beyond Aerzen's standard field vibration testing shall be by the contractor.

**Section 43 11 33;** See part 2.3.F.1 comment pertaining to installed sound levels.  
**3.2.A.5**

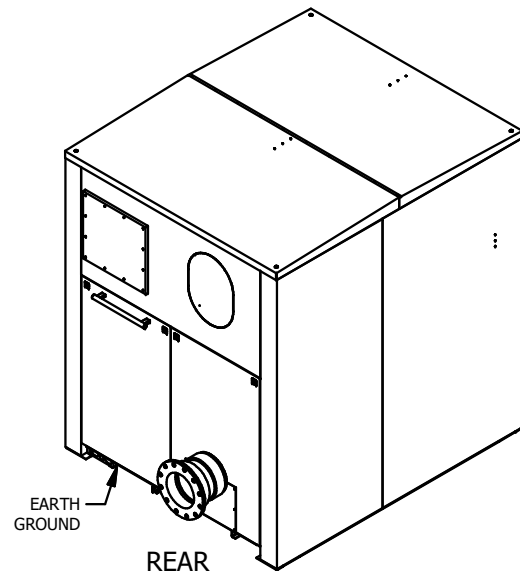
**Section 00 41 13;** Aerzen is providing their standard spring relief valve. A weighted relief valve is not included.

**Section 00 41 13;** It is Aerzen's interpretation of the spec that the VFD is by others per Section 43 11 33;  
1.1.B.

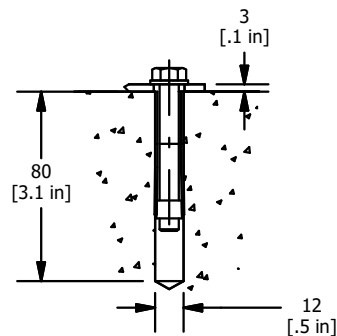




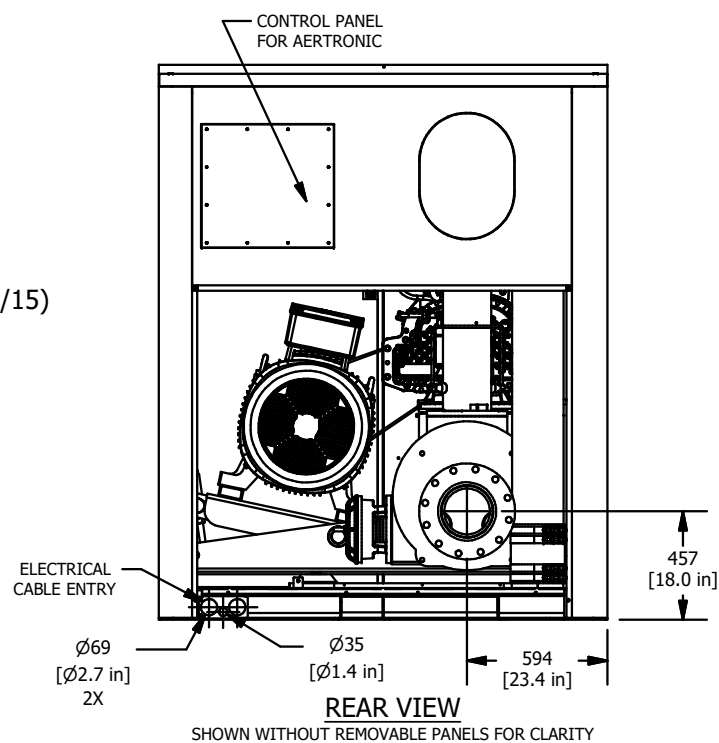
FRONT



REAR

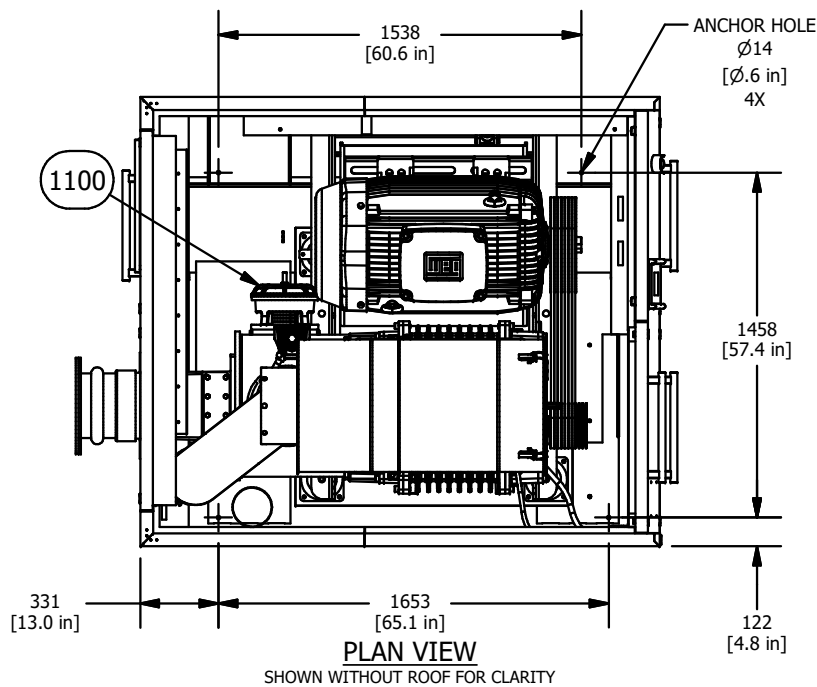


**SOUND ENCLOSURE ANCHOR RECOMMENDATION**  
SHOWN WITH OPTIONAL ANCHOR  
AERZEN PART NO. 120813000 (LIEBIG AB12/15)



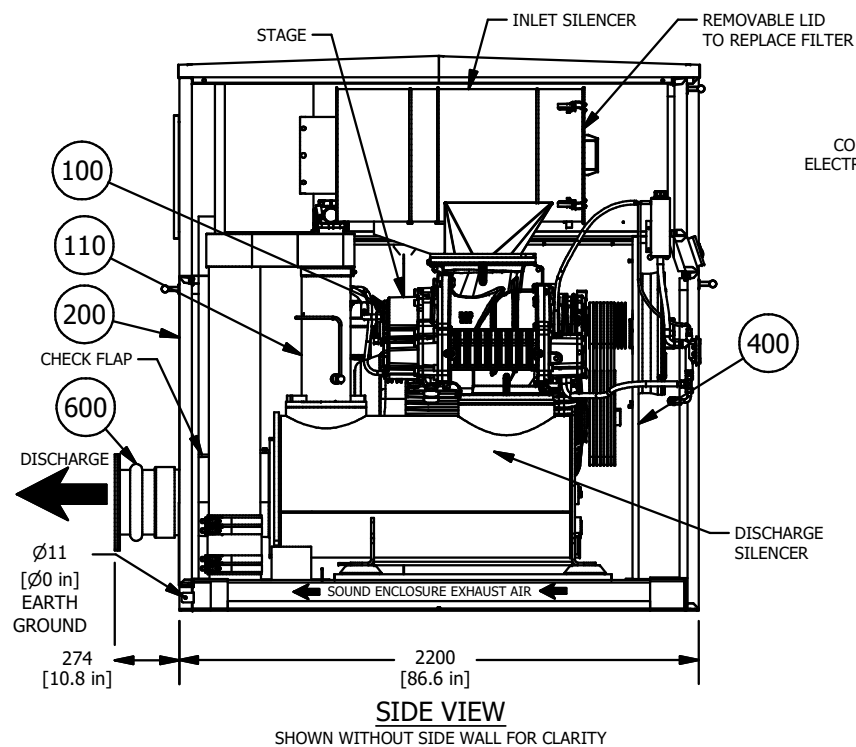
REAR VIEW

SHOWN WITHOUT REMOVABLE PANELS FOR CLARITY



PLAN VIEW

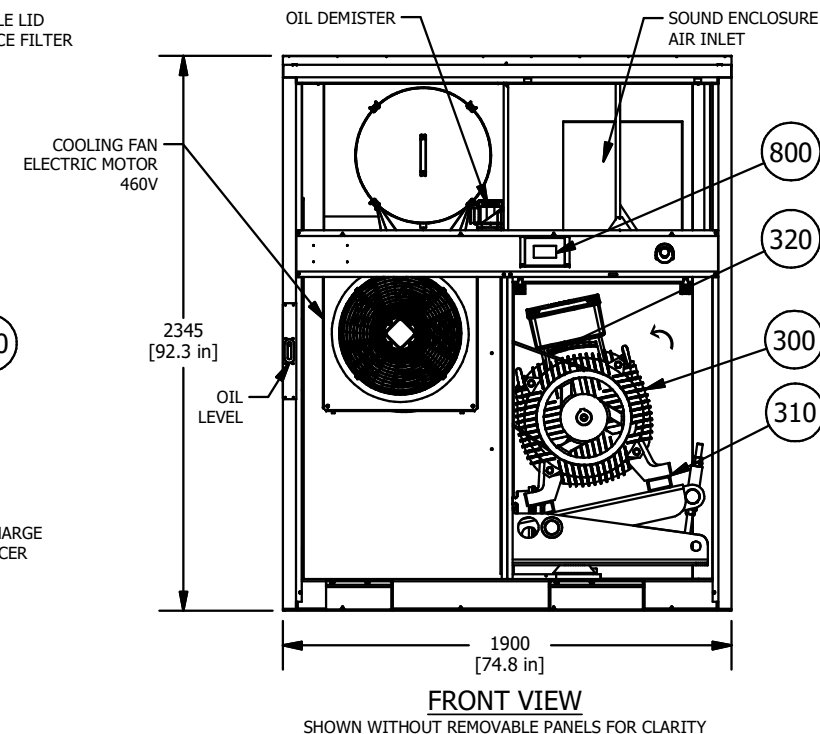
SHOWN WITHOUT ROOF FOR CLARITY



SIDE VIEW

SHOWN WITHOUT SIDE WALL FOR CLARITY

ITEM	QTY	DESCRIPTION	DESCRIPTION 2
100	1	HYBRID TORSO	D98S, DN250
110	1	PRESSURE RELIEF VALVE	
200	1	SOUND ENCLOSURE	
300	1	ELECTRIC MOTOR	
310	1	MOTOR MOUNTING	
320	1	BELT DRIVE	
400	1	BELT GUARD	
600	1	DISCHARGE CONNECTION	10", 150#, ANSI FLANGE
800	1	INSTRUMENTATION	AERTRONIC
1100	1	UNLOADING VALVE	OPTIONAL



FRONT VIEW

SHOWN WITHOUT REMOVABLE PANELS FOR CLARITY

**NOTES:**

1. TOLERANCE ON ALL DIMENSIONS = ±12mm [0.5"]
2. ITEM 100 (HYBRID TORSO) INCLUDES BLOWER STAGE, INLET SILENCER, BASE FRAME/ DISCHARGE SILENCER, VIBRATION ISOLATORS, COOLING FAN, & CONNECTION HOUSING WITH CHECK FLAP
3. CUSTOMER PIPING TO BE INDEPENDENTLY SUPPORTED
4. LIFT PACKAGE FROM BLOWER SIDE THROUGH FORK LIFT POCKETS IN BASE OR LIFTING HOLES IN CORNER OF BASE USING SPREADER BAR
5. SEE JOB DATA SHEETS FOR PERFORMANCE DATA, PART NUMBERS, TOTAL PACKAGE WEIGHT, INSTRUMENTATION, AND OTHER OPTIONAL EQUIPMENT, & OWNER'S MANUAL
6. REQUIRED SPACE IN FRONT & REAR FOR MAINTENANCE IS 800mm [32"]
7. DISCHARGE FLANGE MUST BE MOUNTED TO A RIGID FLANGE FACE

WEIGHT		
BLOWER PACKAGE (LESS MOTOR)	2099kg	4702lbs
ELECTRIC MOTOR (ITEM 300)		
TOTAL (NET WEIGHT)		

		<b>AERZEN USA CORPORATION</b> 108 INDEPENDENCE WAY, COATESVILLE, PA. PH: (610) 380-0244 FX: (610) 380-0278 WWW.AERZENUSA.COM		CLASS: I 
		TITLE: GA DRAWING D98S, DN250, G5 F3 SOUND ENCL. PRESSURE		SCALE: 1:24 SHEET: 1 / 1 REV. NAME DATE
DRAWN: DFT DATE: 4/15/2019 CHECKED: RJP DATE: 4/15/2019 APPROVED:	DRAWING NO: GB-007162-P2032000			
NOTICE: THIS DRAWING AND ALL INFORMATION HEREIN IS THE PROPERTY OF AERZEN USA INC. AND ITS SUBSIDIARIES AND SHALL BE REPRODUCED BY ANY MEANS IN WHOLE OR IN PART USED AS THE BASIS FOR MANUFACTURE WITHOUT WRITTEN PERMISSION				

# ROTARY LOBE COMPRESSORS

## DELTA HYBRID

Volume flows from 65 CFM to 5,300 CFM



**AERZEN**

# DELTA HYBRID.

## EFFICIENCY AS A COMPRESSION PRINCIPLE.

- Exceptional energy efficiency
- Reduced life cycle costs
- Significantly extended application and pressure ranges
- High reliability and durability
- Reduced maintenance effort
- 100% oil and absorption material free process air
- Made by AERZEN

### **The best of both worlds.**

The compression of air and gases is energy-intensive. As a result, the call for energy-efficient technologies is greatly increasing. It is understandable that the call for energy-efficient technologies is becoming increasingly clear. The answer is Delta Hybrid. The latest generation of assemblies from AERZEN brings a new principle into compression technology. Delta Hybrid was the first series of rotary lobe

compressors worldwide and it combines the advantages of blower and compressor technology into one system. The result offers new possibilities in the generation of negative and positive pressure. With 7 patents or patent applications, Delta Hybrid is one of the most innovative solutions in compressor technology and by far the most efficient assembly for a wide control range from 25 to 100 percent.



# SAVE ENERGY. THE BEST FOR THE CORPORATE AND ECOLOGICAL BALANCE SHEET.

**Around 90% of the life cycle costs of a compressor are energy costs. This is a number that becomes a challenge wherever environmental concerns and global competition drive the need for more energy efficient technologies. Aerzen meets this challenge with the Delta Hybrid by offering up to 25% energy savings with a return on investment of as little as two years, depending on flows and pressures.**

## **Two technologies. One assembly.**

Delta Hybrid is the perfect synthesis of positive displacement blower and screw compressor technology. Unlike the conventional positive displacement blower with a maximum

pressure differential of 14.5 psig, the innovative rotary lobe compressor of the Delta Hybrid uses a 3+4 compressor rotor profile which is designed for pressure up to 22 psig.



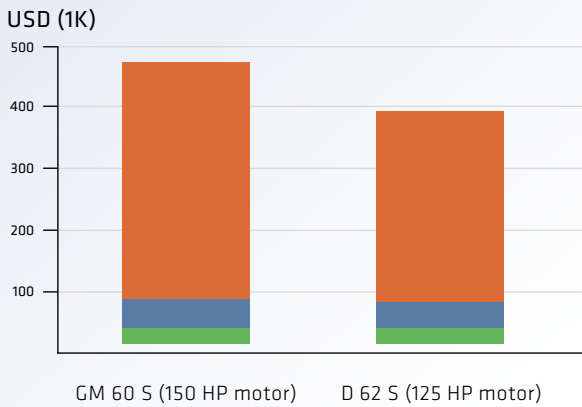
## **Energy saving arises from many details:**

- Very high operating range from 25% to 100%
- Patented suction cone for reduced pressure losses
- Optimized air flow through the acoustic hood leads to cooler intake air into the blower stage, increasing the compression efficiency
- Improved inlet and outlet openings in the blower stage ensures ideal air flow and reduces backflow losses
- Patented discharge silencer reduces pressure losses and contains no absorption material
- Electrically driven acoustic hood fan
- Special silencer insulation for pressures above 15 psig reduce the heat inside the acoustic hood which increases compression efficiency.
- Premium efficiency/NEMA motors
- Similar performance to a turbo compressor even with varying pressures and temperatures (summer/winter operation)
- Belt drive for precise volume flow design

## **Just clever:**

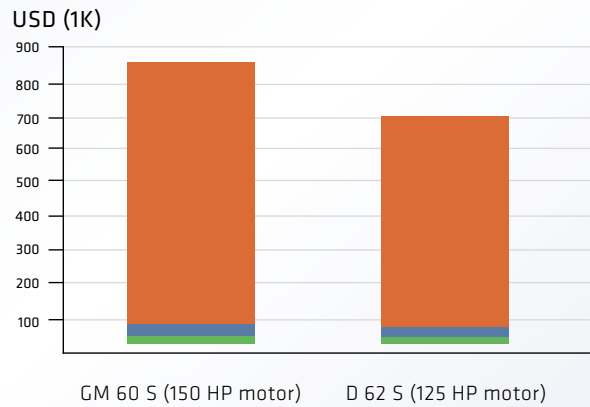
The belt-driven version of the Delta Hybrid has the significant advantage of being designed with pinpoint accuracy, because the greatest savings are made by the energy that does not have to be expended in the first place. For example, a deviation in the volume flow of 5% means an increased energy expenditure of 5%!

**LCC comparison GM 60 S and D 62 S for 5-year operation**



Operating data: 1,835 cfm, 13 psig, 8000 operating hours/year

**LCC comparison GM 60 S and D 62 S for 10-year operation**

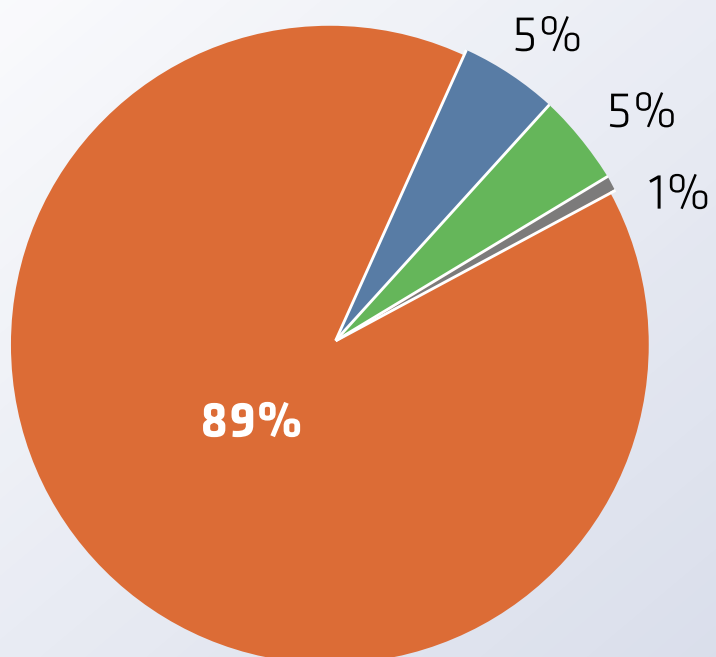


Operating data: 1,835 cfm, 13 psig, 8000 operating hours/year  
Savings of around 150K USD; ROI = 2 years

**Reduction of Life-Cycle-Costs**

Average operating costs of a compressed air generator over 10 years

- Energy
- Investment
- Maintenance
- Installation





# EXTEND THE RANGE OF APPLICATION. USE IN A VARIETY OF APPLICATIONS.

**Delta Hybrid works in an extremely wide range of key industrial applications. The assemblies are designed for the oil-free conveyance of air and neutral gases. For positive and negative pressure applications with discharge connections ranging from 4" to 12".**

## **Extended pressure ranges. Rising possibilities.**

The versatile assemblies extend the range of applications to a pressure range of up to 22 psi (design H). The field of application could also be extended in the negative pressure: From previously -7.25 to -10 psi (design E). Delta Hybrid thus closes the gap in the previous machine mix. Note: Because conventional rotary piston blowers are limited to a maximum pressure difference of 14.5 psi due to their design principle, other types of compressors had to be used for higher pressure ranges in the past. However, some of these were designed for significantly higher pressures and thus also involved higher investment costs.

## **Hotter Temperatures. More safety.**

Delta Hybrid rotary lobe compressors can be used globally even in high elevations and for applications with extreme ambient temperatures.

## **AERZEN Engineering.**

A flexible modular system for Delta Hybrid allows for a variety of compressor stages and motor sizes with belt drives built or adapted within a variety of base frame sizes. Where a standard solution does not meet the customer's needs, AERZEN can develop special designs or machine configurations to meet those needs. AERZEN always has an eye on making the process performance as efficient and effective as possible.



*Ideal for pneumatic conveying*



*Powerful tool in the vacuum generation*





#### **Applications**

- Wastewater treatment
- Drinking water treatment
- Pneumatic conveying of bulk materials (suction/pressure pneumatics)
- Aeration of rivers and lakes and much more

#### **industries**

- Wastewater treatment plants
- Chemistry and process engineering
- Glass and paper
- Food
- Environmental technology and much more

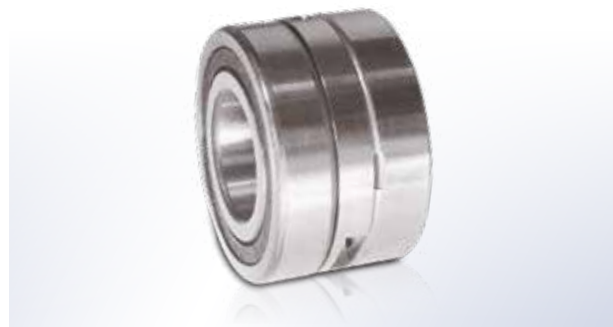


# DECADES OF USE COMPRESSED IN ONE SENTENCE: MADE BY AERZEN.

High operational reliability and long service life of the compressors have established the reputation of AERZEN worldwide. Without question, these criteria also apply to our latest series Delta Hybrid. Developed in demanding field tests and proven for years in daily practice, Delta Hybrid is a synonym for quality made by AERZEN.

## Absorbent free discharge silencer.

Since the breakdown of absorption material can endanger the safe operation at a facility, the R&D department at AERZEN designed and patented a special discharge silencer containing no absorption material. It reduces the sound exclusively by air deflection ensuring that downstream processes are safe from contamination from absorption material. This prevents the clogging of aeration systems in wastewater technology - eliminating costly maintenance work or operating restrictions. And it achieves food suitability in the pneumatic conveying of bulk materials.



Patented bearing of the Delta Hybrid

## Life prolonging measures.

Durability is a question of careful material selection and quality of workmanship. But it is also the result of extensive development work. For the Delta Hybrid this includes special

drive and conveying chamber seals which minimize natural wear as well as the patented AERZEN bearing. At a pressure difference of 14.5 psi it extends the nominal L10 life of the bearing to more than 60,000 hours.

AERZEN bases worldwide



*The heart of the modern compression process:  
Delta Hybrid assembly*



Made in Germany



**Made in Germany. Made by AERZEN.**

Delta Hybrid, from the assembly to the control system, is manufactured by AERZEN following the core concepts of the traditional German family business. For AERZEN this means ensuring its high quality requirements are met without compromise and that only optimally coordinated overall concepts are included in their products. Only in this way can the reliability and high performance of our systems be guaranteed.

**Reliably there for you. Worldwide.**

Long service life and low maintenance requirements are the hallmarks of our solutions. Should you ever need us, we are there for you. Worldwide with over 2,500 employees in 50 subsidiaries, with representatives in more than 100 countries on all continents. This is how we live reliability.

# DRIVE PROCESSES ECONOMICALLY FROM INSTALLATION TO SATISFACTION.

**Easy handling, minimum maintenance:** these characteristics are also directly reflected in the cost balance. A good reason for AERZEN to keep a special eye on them during the development of the Delta Hybrid Generation. The results convince the coolest calculators. And inspire in years of daily practice.

## **Extremely compact design**

- Space-saving side-by-side installation
- Smaller dimensions for blower room
- Easy access for service and maintenance work

## **Easy transport**

- With pallet jack or forklift truck
- Safe due to innovative lifting system for hinged motor mounting plate

## **Plug and play**

- Completely pre-assembled package
- Immediately ready for connection
- Integrated service package with funnel and first oil filling

## **Comfortable operating concept**

- Operation and maintenance exclusively from the front of the blower package
- Oil level monitoring from the outside of the enclosure while the machine is running without interrupting operation

## **Belt drive and hinged motor mounting plate**

- Fully automatic and maintenance-free belt tensioning
- No need to check the V-belt tension
- Easy installation or replacement of the V-belts
- Accurate design for desired flow rate
- Subsequent power adjustment is quick and easy

## **Multifunctional adjustment for hinged motor mounting plate**

- Transport safety lock
- Easy and safe assembly of V-belts
- Mobile installation of assemblies (e.g. ship installation)/earthquake design
- as hinged motor mounting plate support for heavy motors





---

#### **Smart oil system**

- Long oil change intervals (twice as long as competition). Extended to 16,000 operating hours.
- Elimination of the initial oil change (previously 500 operating hours after commissioning)
- Oil level check during operation.  
Readable on the outside of the enclosure
- Robust mechanical oil pump. Oil pressure build-up with main motor start
- Oil instead of grease. Oil-lubricated bearings (oil injection) increase the service life
- No separate oil cooler necessary.  
Benefits: No contamination of the oil cooler and no additional component to be maintained
- Additional drive is not required: A plus for the Energy efficiency of the entire machine

---

#### **100% oil-free according to class 0**

- Oil-free process air for sensitive applications. For example, for the chemical and food industries
- TÜV-certified according to ISO 8573-1 class 0

---

#### **Intelligently reduced sound levels**

- Patented discharge silencer without Absorption material
- Silencing exclusively by air deflection
- Innovative pulsation reduction in the compressor stage
- Patented intake cone for reduction of the inlet noises
- Optimised acoustic hood

---

#### **ATEX certified (optional)**

- Discharge silencer certified as spark extinguisher for ATEX applications

---

#### **Approval according to PED directive (pressure valve)**

# THERE IS NO EASIER WAY TO BUILD UP PRESSURE.

**This also saves resources: Delta Hybrid assemblies are ready for immediate use upon delivery. The effort for the engineering, the optimal configuration, the precise design for your process: all this is done beforehand at AERZEN. And from a single source. We call this delivery concept all-in. What we mean by this is: there is no easier way to bring sophisticated compressor technology to your project.**

## **Configured ready for connection: The scope of supply.**

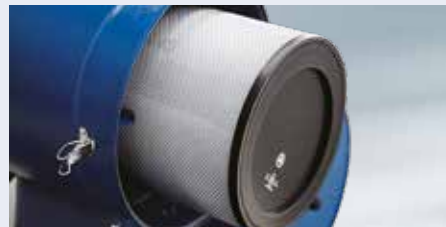
- AERZEN rotary lobe compressor stage with integrated oil system:
  - Flanged, mechanical oil pump (exception D 62)
  - Pressurized oil lubrication system for long bearing life
  - No separate oil cooler
  - Wear-free sealing on the drive shaft and the conveying chamber
- Electrical vacuum pressure generator for safe oil chamber ventilation
- Hinged motor mounting plate for optimum, automatic V-belt tension
- Multifunctional lifting system for hinged motor mounting plate
- High-performance narrow V-belt drive
- Three-phase motor with highest NEMA energy efficiency class
- Base support with integrated discharge silencer (without absorption material)
- Vibration damping, flexible machinery mountings
- Connection housing including check valve
- Flexible rubber sleeve with clamps or ANSI flanged connection
- Pressure valve according to PED
- Completely connected and wired pressure sensors and temperature sensors
- Display instruments
- Filter silencer with integrated filter cartridge
- Complete documentation



## **Intelligent additions. Accessories:**

- Acoustic hood for indoor or outdoor installation with electric acoustic hood fan, according to ErP Directive 2005/32/EC
- Start unloading device (necessary for star-delta operation)
- Electronic AERZEN AERtronic controller for efficient and safe operation of the system with display and monitoring of intake, discharge and oil pressure, oil level as well as discharge and oil temperature
- Maintenance packages for 1-year, 2-year or 5-year operation





*Easy to maintain: AERZEN Air filter cartridge*



*Always the right choice: AERZEN Original spare parts*



*Very easy to operate: AERZEN Multifunctional lifting system for hinged motor mounting plate*

**Modifications and upgrades:**

- Certifications according to ASME, TR, China Licence
- ATEX compliant design
- Acoustic hood for desert installation with special sand collector
- Acoustic hood for earthquake resistance and increased wind loads
- Acoustic hood for low temperatures down to minus -40°C with heating and gravity louvers
- Ship installation
- All-in-one solution with integrated power cabinet (frequency converter, star-delta, direct start, soft start)
- Separate control cabinet (frequency converter, star-delta, direct start, soft start)
- Special varnish
- Further accessories or modifications on request

# THE NEW AERTRONIC. THE PATH TO THE DIGITAL FUTURE.

With the new edition of the AERtronic control system AERZEN paves the way to more digitization in compressed air generation. AERtronic offers a user-friendly and clear possibility for the analysis and processing of relevant process parameters and thus provides more transparency, safety and efficiency.



## Always at the optimum operating point

In the new control system, all measured values converge and are systematically evaluated. This makes it possible to transfer the data to the production control system via common interfaces and to operate the plant always at the optimum operating point. Operators can achieve full protection and align processes for maximum effectiveness. The integrated maintenance book also makes it easier to plan maintenance and thus increases maintenance efficiency.

## Advantages at a glance:

- Process analysis and associated avoidance of quality or output problems
- Direct connection to the master process control system
- Provision of all process parameters as well as maintenance and error information on the display, via interface and WebView
- Simplest possibility of a holistic process view through interfaces
- Full protection of your machine technology
- Avoidance of machine damage
- Best visualisation via 7" touch and user-friendly interface

*The smart way to more safety and transparency in the process air system - the new AERtronic*



	Basic	Advanced	Premium	
7 inch full touchscreen display	✓	✓	✓	Fully digital display Instrument
Digital display of all measured parameters	✓	✓	✓	
Display of warnings, faults and maintenance	✓	✓	✓	
Version for indoor and outdoor installation up to IP65 and -40°C up to +60°C	✓	✓	✓	
Process control connection via Modbus RTU (RS485)	✓	✓	✓	
Machine control with start release		✓	✓	Active process control
Remote control of the machine incl. emergency shutdown in case of malfunction		✓	✓	
Process control connection via Modbus TCP (RJ45), ProfiNet® or ProfiBus		Option	Option	
Process control according to target pressure and oxygen content		Option	Option	
Visualisation of process parameters in the web browser by WebView		Option	Option	Intelligent interface with cloud compatibility
Increase in machine and plant efficiency through Energy Management Improvement System			Option	
Full transparency of consumption and recommendations for action to reduce energy costs and CO2 consumption			Option	
Optimizing the Availability by the Availability Management of AERZEN Digital Platform			Option	
Maximization of maintenance intervals through the Usage-based Maintenance			Option	

### Three variants for individual requirements

The development of the new AERtronic series focused on the customer requirements of the various industries. Therefore AERZEN offers the communication-capable control system in three different versions: Basic, Advanced and Premium. The variants differ in view of the range of functions and are adapted to the individual needs of the system operator.



Mobile visualization of process data



# WITH -13.8 PSI VERY CLOSE TO VACUUM. FOR A DECISIVE PLUS IN ECONOMY.

Delta Hybrid is one of the most innovative and successful series of compressor technologies. The symbiosis of positive displacement blowers and screw compressors not only achieves increased energy efficiency in negative pressure by up to 25%, but also breaks through the previous limits of the usual areas of application. The new D 98 V achieves an positive pressure of 21.8 psi and a negative pressure of -13.8 psi at full capacity. Consequently, you will reach the vacuum range with the innovative AERZEN compressor stage.

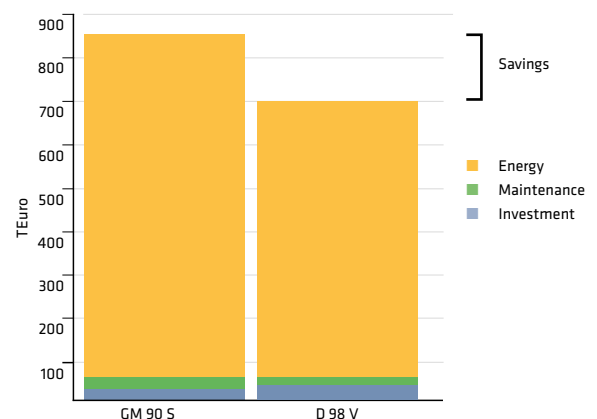


## Minus 13.8 psi - the new performance category for negative pressure.

The further development of D 98 V is based on a technical innovation. The newly designed and optimized pre-inlet channels provide a targeted cooling in the range of the compression process which is mostly temperature intense.

The negative pressure of -10 psi, which is already high at standard, can be increased to up to -13.8 psi. This new performance class surpasses the possibilities of conventional positive displacement blowers and screw compressors.

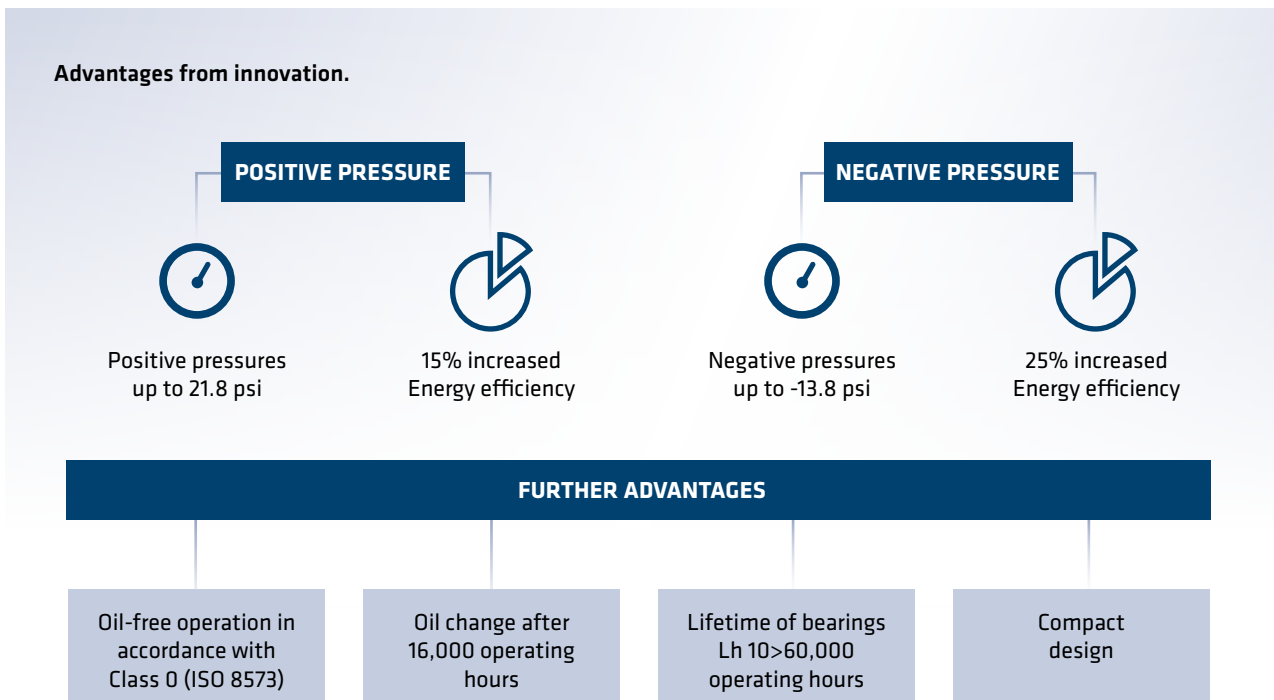
LCC comparison GM 90 S and D 98 S for 10 years of continuous operation



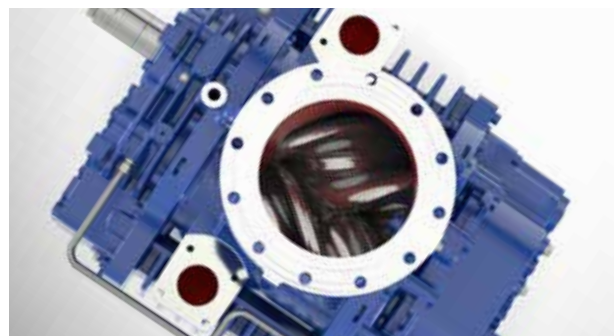
**Powerful and flexible.**

High performance capability combined with enormous energy efficiency: D 98 V can serve a variety of new applications. With a range from -13.8 to 21.8 psi, the Hybrid option offers an extraordinary range of services from pneumatic conveying to process engineering and can be powered from a diesel engine on a truck to an electric motor for a stationary installation.

Delta Hybrid also provides optimization of loading and unloading times. The newly achieved energy efficiency reduces the energy consumption of systems which has a positive effect on costs. In all cases, the new compressor reliably supplies conveying air for negative and positive pressure ranges without any interruption.



*Used when loading a truck*



*D 98 V - view from top to the rotary lobe compressor stage*

# DELTA HYBRID IN FIGURES.

## PLAN YOUR EFFICIENCY PLUS IN THE COMPRESSION PROCESS.

The innovative rotary lobe compressor series Delta Hybrid is available in H, S and E designs in 10 different sizes. For volume flows from approx. 65 to 5,300 cfm and positive pressures up to 21.8 psi or negative pressures down to -10 psi. A wide range of machines for precise design for a wide variety of processes.

**Performance data** (subject to technical changes - product is subject to technical change).

Positive pressure				
Size	Differential pressure max. psi	Volume flow max. cfm*	Motor rating max. HP	Sound pressure level max. dB (A) **
D 12 H	21.8	395	50	73
D 12 S	14.5	405	40	72
D 19 S	14.5	670	60	75
D 24 H	21.8	805	100	76
D 24 S	14.5	815	75	74
D 29 S	14.5	1025	100	73
D 36 H	21.8	1115	150	76
D 36 S	14.5	1265	100	76
D 52 S	14.5	1835	150	77
D 62 H	21.8	2000	200	81
D 62 S	14.5	2060	150	79
D 76 H	21.8	2610	200	79
D 76 S	14.5	2675	200	77
D 98 H	21.8	3295	300	81
D 98 S	14.5	3410	300	79
D 152 H	21.8	5120	500	81
D 152 S	14.5	5235	400	80

Negative pressure				
Size	Differential pressure max. psi	Volume flow max. cfm*	Motor rating max. HP	Sound pressure level max. dB (A) **
D 12 E	-10	385	25	72
D 24 E	-10	775	50	73
D 36 E	-10	1,175	75	76
D 62 E	-10	1,940	125	79
D 76 E	-10	2,675	125	76
D 98 E	-10	3,235	150	78
D 152 E	-10	5,000	200	79
D 98 V	-13.8	3,175	-	-

\* Corresponds to the delivery volume flow measured according to ISO 1217 and converted to the reference suction conditions according to the (informative) enclosure F of ISO 1217 [inlet pressure = 1.0 bar / inlet temperature = 20°C, rH = 0%]

\*\* Machine noise with acoustic hood and connected, insulated piping, tolerance ± 2 dB(A)

**Dimensions and weights** (subject to technical changes - product is subject to technical change).



**Delta Hybrid.**

Size	W inches	D inches	H inches	nominal size inches	weight with acoustic hood lbs.
D 12 H/S/E	49	53	59	4	1300
D 19 S	49	53	59	4	1400
D 24 H/S/E	49	53	59	5	1400
D 29 S	59	71	78	6	2420
D 36 H/S/E	59	71	78	6	2420
D 52 S	59	71	78	6	2710
D 62 H/S/E	67	81	83	8	3375
D 76 H/S/E	67	81	83	8	4405
D 98 H/S/E	75	87	92	10	4630
D 152 H/S/E*	83	112	92	12	7715

\* In preparation

Weight without motor

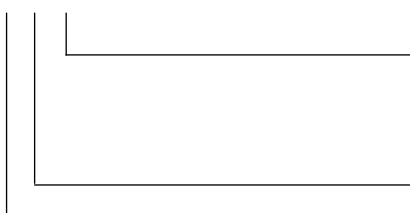
**Delta Hybrid with integrated power supply panel.**

Size	W inches	D inches	H inches	A inches	B inches	nominal size inches	weight with acoustic hood lbs.
D 12 S-H-E	73	53	59	12	15	4	1630
D 19 S	73	53	59	12	15	4	1730
D 24 S-H-E	73	53	59	12	15	5	1730
D 29 S	83	71	75	15	17	6	3085
D 36 S-H-E	83	71	75	15	17	6	3085
D 52 S	83	71	75	15	17	6	3085
D 62 S-H-E	91	81	83	15	20	8	4145
D 76 S	91	81	83	15	20	8	5180

Weights without motor, power electrics and belt drive

**Explanation of the type designation:**

Example: D 62 S



Type of construction:

H = Pressure differences up to 21.8 psi

S = Pressure differences up to 14.5 psi

E = Negative pressure version up to -10 psi

V= Pre-inlet up to 13.8 psi

Max. volume flow in m<sup>3</sup>/min (approx.)

Rotary lobe compressor



**AERZEN. Compression - the key to our success.**

AERZEN was founded in 1864 as Aerzener Maschinenfabrik. In 1868, we built Europe's first positive displacement blower. The first turbo blowers followed in 1911, the first screw compressors in 1943, and in 2010 the world's first rotary lobe compressor package. Innovations "made by AERZEN" keep driving forward the development of compressor technology. Today, AERZEN is among the world's longest established and most significant manufacturers of positive displacement blowers, rotary lobe compressors, screw compressors and turbo blowers. AERZEN is among the undisputed market leaders in many areas of application.

At our 50 subsidiaries around the world, more than 2,500 experienced employees are working hard to shape the future of compressor technology. Their technological expertise, our international network of experts, and the constant feedback we get from our customers provide the basis for our success. AERZEN products and services set the standard in terms of reliability, stability of value and efficiency. Go ahead - challenge us!

Aerzen USA  
108 Independence Way  
Coatesville, PA 19302  
Phone: 610-380-0244  
Fax: 610-380-0278  
Email: [order-usa@aerzen.com](mailto:order-usa@aerzen.com)  
[www.aerzen.com/en-us](http://www.aerzen.com/en-us)



**AERZEN**  
EXPECT PERFORMANCE



May 30, 2023

Mr. Mick Mummert  
Wastewater Supervisor  
110 River Ranch Rd  
Ketchum, Idaho 83340

Subject: Water Reclamation Facility  
Blower Equipment Bids

□ □□□□□ Bid Review □ □

Dear Mr. Mummert:

The purpose of this letter is to report on HDR’s review of Ketchum-SVWSD WRF – Blower equipment procurement bid results. The bid documents were advertised on April 26<sup>th</sup> and May 3<sup>rd</sup> for opening on May 10, 2023. An addendum was issued on May 9<sup>th</sup> changing the bid date to May 17<sup>th</sup> to encourage bidding. The bid review findings are presented in the following paragraphs.

□ DR □□□□□□

One bid was received for the Blower equipment procurement on May 17, 2023 by 2 pm MST from Aerzen USA Corporation (Aerzen). The Aerzen bid was received electronically by the designated time/date and acknowledged addendum #1.

□□□□□□□□□□□□ R □□□□□ D □

The Aerzen bid was reviewed further to determine if all was in order with the proposed equipment compared to bid specifications.

- Lump sum bid amount is □□□□□□□□
- Blower capacity meets the specified values.
- Clarifications to specifications shown on pages 13 and 14 are acceptable.
- Standard general arrangement drawing D98S, DN250, G5 is acceptable but does not show inlet correctly. Although the inlet is correctly described in the components summary on page 9.
- Payment terms proposed by Aerzen are: 20% down, 30% release for fabrication (submittal approval), 50% from date of readiness to ship will require modification. Proposed terms will be 20% down, 30% release for fabrication, 45% arrival on-site, and 5% upon installation certification / startup.

□

□ dr □□□□□□ □

412 E. Parkcenter Blvd. Suite 100, Boise, Idaho 83706-6659  
□ 208-387-7000



RMMDD

The concern with receiving only one bid is lack of competitive bidding. In this case we obtained a budgetary quote from Aerzen during the predesign phase of project development. The quote about four months ago was \$225,000. We expect budgetary quotes to be within about 10 percent of the bid price. We find the vendor's pricing is consistent with this level of accuracy and see no indication of inflated pricing.

The bid process and bid award follow Idaho Code 67-2806 in regard to advertising and bidding for Purchasing by Political Subdivisions. Aerzen is a named manufacturer in the bid specification. The blowers are high-quality, German-made and have a solid reputation within the United States wastewater market. Even though only one bid was received for the blowers, we recommend award of the blower bid to Aerzen.

Please call if you have any questions (208-387-7073).

Sincerely,  
HDR ENGINEERING, INC.

Bradley Bjerke, P.E.  
Project Manager

Enclosure

cc: Trent Donat/Ketchum City Clerk  
Pat McMahon/District General Manager



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

**PURCHASE ORDER**  
 BUDGETED ITEM? \_\_\_ Yes \_\_\_ No

**PURCHASE ORDER - NUMBER: 23103**

<b>To:</b> 6012 AERZEN USA CORP 108 INDEPENDENCE WAY COATESVILLE PA 19320	<b>Ship to:</b> CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
---	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
06/01/2023	kchoma	kchoma		0	

Quantity	Description	Unit Price	Total
1.00	2 POSITIVE DISPLACEMENT BLOWER PACK 67-4350-7815	205,788.00	205,788.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		205,788.00

\_\_\_\_\_  
 Authorized Signature



0000000060

### NOTICE OF AWARD FOR PROCUREMENT CONTRACTS

For

00000000 00000 0D 0 R 00000000 00000r000r 0000-0000 0r

For

Ketchum / SVWSD

0

Dated: **June 20, 2023**

TO: **Aerzen USA Corp**

(Successful BIDDER - SELLER)

ADDRESS: **108 Independence Way  
Coatesville, PA 19320**

CONTRACT FOR: 00000000 00000 0D 0 R 00000000 00000r000r 0000-0000 0r  
**Ketchum / SVWSD**

(BUYER)

You are notified that the Contract Time under the above contract will commence to run on as of the date of the Notice of Proceed for Procurement Contracts. By that date, you are to start performing your obligations under the Contract Documents.

Within fifteen (15) days of this Notice of Award for Procurement Contracts, you must deliver to the Buyer:

- Certificates of insurance are required to be purchased and maintained in accordance with the Contract Documents.
- Signed Copy of the Agreement Between Buyer and Seller.
- ~~Bonds are required to be purchased and maintained in accordance with the Contract Documents.~~
- All applicable licenses required by the contract documents.

City of Ketchum, Idaho (Ketchum) and Sun Valley Water and Sewer District (SVWSD)

(Buyer)

By: \_\_\_\_\_

(Ketchum's Authorized Signatory)

By: \_\_\_\_\_

(SVWSD's Authorized Signatory)

\_\_\_\_\_  
(printed name and title)

\_\_\_\_\_  
(printed name and title)

(Use Certified Mail,  
Return Receipt Requested)

**END OF SECTION**

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City of Ketchum

**CITY COUNCIL MEETING AGENDA MEMO**

Meeting Date:  Staff Member/Dept:

Agenda Item:

**Recommended Motion:**

**Reasons for Recommendation:**

- 
- 
- 

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

**Sustainability Impact:**

**Financial Impact:**

**Attachments:**

- 
- 
-

**WHEN RECORDED, PLEASE RETURN TO:**

**OFFICE OF THE CITY ATTORNEY  
CITY OF KETCHUM  
PO BOX 2315  
KETCHUM, IDAHO 83340**

---

**FACILITIES LOCATION AND MAINTENANCE AGREEMENT #22861**

This Location and Maintenance Agreement (“Agreement”) is entered into effective June 12, 2023, between City of Ketchum, Idaho (“City”), an Idaho municipal corporation, and James E. Gray and Frances L. Gray, husband and wife; Alex Higgins and Patricia Higgins, husband and wife; and Nelson Realty, Inc., an Idaho Corporation, as tenants in common (“Sun Valley Associates”), and St. Thomas Episcopal Church (“Church”), an Idaho unincorporated non-profit association, (Sun Valley Associates and Church collectively designated as “Owners”).

**RECITALS**

- A. Sun Valley Associates is the owner of real property as described on Exhibit A. Church is the owner of real property as described on Exhibit B. (Collectively “Properties.”)
- B. City is improving Sun Valley Road and desires to locate and maintain a drywell and certain drainage facilities on and across the real properties of Owners, with such City Facilities depicted on Exhibit C.
- C. Owners are willing to allow City to locate and maintain such City Facilities on the Properties with a commitment from City to maintain in good repair.

**AGREEMENT**

- 1. Owners hereby grant to City an easement on the Properties for the purposes of locating and maintaining the drywell and associated drainage facilities (“City Facilities”), as depicted on Exhibit C. This includes a right of access for City staff and equipment as may be reasonably necessary to maintain or repair the City Facilities. City will maintain the City Facilities in good repair and in a safe manner.
- 2. City will reasonably notify Owners of any need for City or its agents to access the Properties for installation, inspection, maintenance, or repair of the City Facilities, with at least 24-hours notice. In the event of an emergency that may cause immediate loss or damage, City may access immediately, but shall notify Owners of such emergency access as soon as practicable and no later than within 24-hours of identifying the emergency.
- 3. City will repair and restore the Properties to a same-as or better condition as the Properties were found after any installation or maintenance work, including abandonment

or removal, of the City Facilities. Such costs for repair and restoration will be the sole responsibility of the City.

4. City bears sole responsibility and liability with respect to the actions of the City or its agents on the installation and ongoing maintenance of the City Facilities at this location. City will appropriately insure such City Facilities in line with standard City insurance practices. Proof of coverage will be provided to Owners upon request.
5. All Parties are aware of the general location and nature of the City Facilities. In the event Owners pursue further development of the Properties in a manner that may impact the City Facilities location, Owners will notify the City and the Parties will coordinate to discuss and avoid any harm to the City Facilities.
6. In the event the City, in its discretion, determines to no longer use or maintain the City Facilities, notice will be provided to Owners and the Parties will reasonably coordinate on removal or abandonment of the City Facilities and amendment or termination of this Agreement.
7. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to this subject matter and supersedes all prior or contemporaneous writings or discussions relating to the rights provided for herein. This Agreement may not be amended except by a written document executed after the date hereof by the duly authorized representatives of the Parties.
8. Binding Properties. This Agreement shall run with the Properties and the terms and provisions hereof shall inure to the benefit of and be binding upon the parties and the respective heirs, personal representatives, successors and assigns of the parties hereof.
9. Choice of Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws and decisions of the State of Idaho. Venue shall be in the District Court of the Fifth Judicial District of the State of Idaho.
10. Recordation. This Agreement shall be recorded with the Blaine County Recorder by the City.
11. Attorney Fees. In any action or proceeding to enforce this Agreement, or to secure any rights provided hereunder or accorded by law, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.
12. Severability. Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any person, by judgment or court order shall in no way affect any of the other provisions thereof or the application thereof to any other person and the same shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement.

City of Ketchum, Idaho, a municipal  
corporation

By: \_\_\_\_\_  
Neil Bradshaw, Mayor

Attest: \_\_\_\_\_  
Trent Donat, City Clerk

SUN VALLEY ASSOCIATES

\_\_\_\_\_  
James E. Gray, Owner

\_\_\_\_\_  
Frances L. Gray, Owner

\_\_\_\_\_  
Alex Higgins, Owner

\_\_\_\_\_  
Patricia Higgins, Owner

NELSON REALTY, INC.

\_\_\_\_\_  
*[Name, Title]*

ST. THOMAS EPISCOPAL CHURCH

\_\_\_\_\_  
*[Name, Title]*

## EXHIBIT A

### LEGAL DESCRIPTION

Sun Valley Associates

700 East sun Valley Road

KETCHUM LOT 3 BLK 201 ETC



## EXHIBIT B

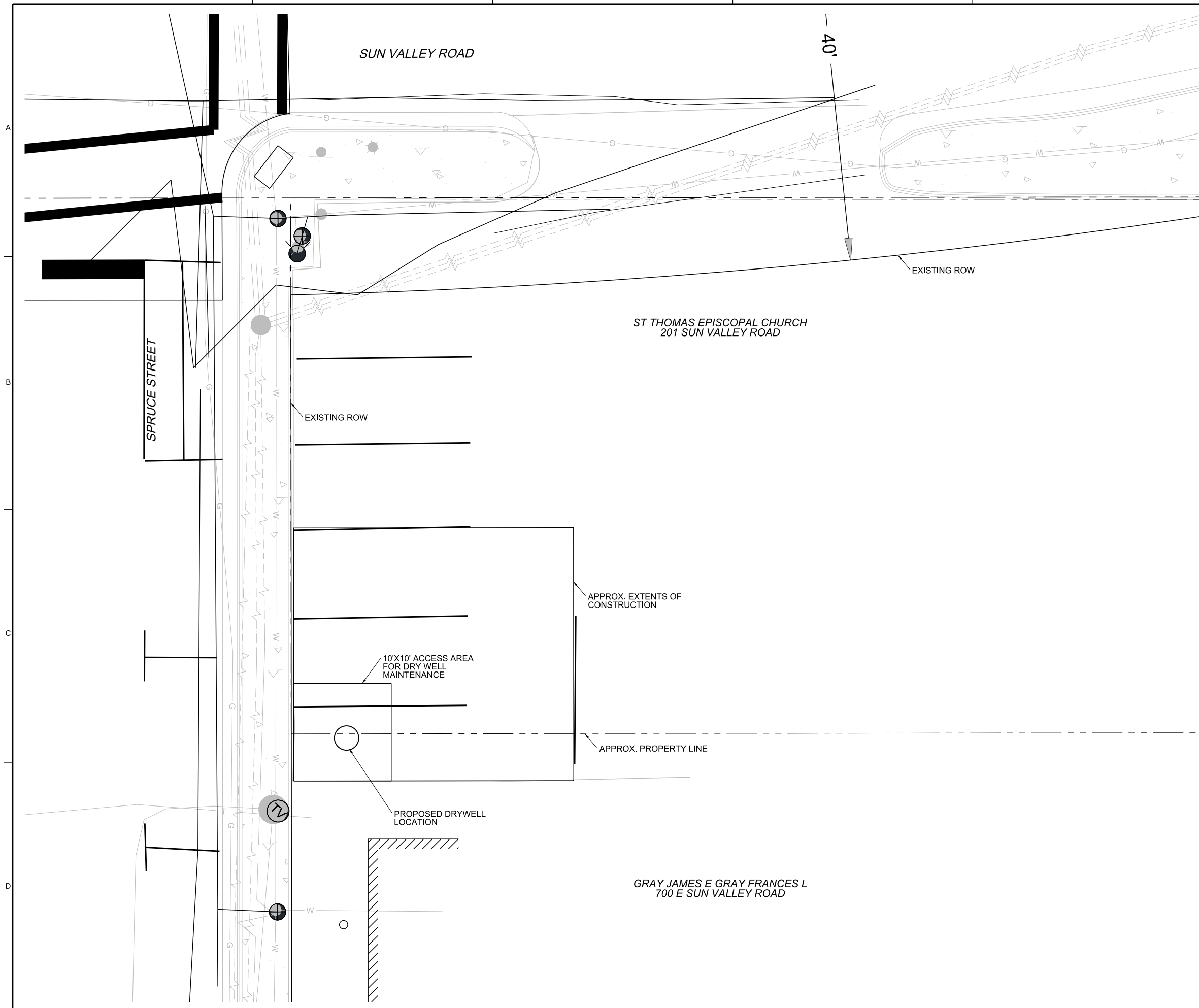
### LEGAL DESCRIPTION

St. Thomas Episcopal Church

201 Sun Valley Road

ST THOMAS EPISCOPAL SUB LOT 1

EXHIBIT C<sub>3</sub>



- ### GENERAL NOTES
1. APPROXIMATE AREA TO BE REGRADE
  2. CONTRACTOR SHALL LOCATE AND FIELD VERIFY ALL UTILITIES PRIOR TO BEGINNING WORK AND ADJUST ALL UTILITY STRUCTURES TO MATCH PROPOSED GRADES.
  3. EXISTING SITE FEATURES SHOWN WERE OBTAINED FROM SURVEYS COMPLETED BY GALENA ENGINEERING INC. OCTOBER 2022. CONTRACTOR SHALL VERIFY INFORMATION PRIOR TO BEGINNING WORK.
  4. REGRADE PARKING AREA TO MAX SLOPE 5.0% BUT DIRECTING AS MUCH FLOW TO DRYWELL WITH ANY BYPASS DIRECTED TO THE EXISTING LOWPOINT IN THE SIDEWALK ALONG SPRUCE STREET..
  5. DRYWELL CAN BE MOVED HORIZONTAL TO ACCOUNT FOR SLOPE GRADING.
  6. EXISTING BUSINESS RAMP TO BE LEFT IF POSSIBLE. IF RECONSTRUCTION IS NEEDED, REGRADE WITH MAX SLOPE OF 8.33% WITH A 1.75% MAX SLOPED LANDING.
  7. PROVIDE NEAT SAWCUT LINES AT LIMITS OF REMOVAL. CONTRACTOR SHALL PATCH OR REPAIR DAMAGED ASPHALT OR CONCRETE RESULTING FROM SAWCUT.

**JACOBS**

2022/2023 SUN VALLEY ROAD REHABILITATION  
KETCHUM AND SUN VALLEY, IDAHO

2022 SUN VALLEY ROAD REHABILITATION  
KETCHUM AND SUN VALLEY, IDAHO

2022 SUN VALLEY ROAD REHABILITATION  
DRY WELL MAINTENANCE  
EXHIBIT C

VERIFY SCALE  
BAR IS ONE INCH ON ORIGINAL DRAWING.

DATE: APRIL 2022

PROJ: \_\_\_\_\_

DWG: \_\_\_\_\_

SHEET: **168**

Scale In Feet  
0 5 10 15

NO.	DATE	DGN	DR	CHK	REVISION	BY	APVD



City of Ketchum

### CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:  Staff Member/Dept:

Agenda Item:

Recommended Motion:

“I move to approve the contract #22863 to establish a Housing Navigation System”

Reasons for Recommendation:

- The community and stakeholders prioritize a system that makes it easier to find and access housing and related resources.
- Staff do not have the capacity or expertise to setup the infrastructure, although they do have the capacity to maintain such infrastructure.
- Courtney Noble lives locally and has over 15 years of experience coordinating countywide, cross-agency efforts and improving housing systems.

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

**GOAL 3: EXPAND + IMPROVE SERVICES TO CREATE HOUSING STABILITY**  
*Address immediate needs of unhoused and people at risk of displacement in our community. Integrate, improve and expand supportive services, rapidly rehouse, and prevent future displacement throughout the region.*

Last Fall, staff assisted Blaine County Housing Authority (BCHA) in “convening a one-stop-shop” per the Housing Action Plan. This action arose from community and stakeholder input that called for streamlining and clarifying how residents can find and access housing and related resources. For homes restricted to people who live and work here, with or without income restrictions, there are a myriad of property managers, eligibility criteria, applications, and waitlists. For those that work many hours and many jobs, and/or are already housing stressed, the search for resources is challenging and processes are overwhelming and confusing. Eligibility criteria are difficult to find and self-assess: Some eager residents spend hours on applications, submitting paperwork, and paying fees for applications and background checks just to find that they aren’t eligible for specific properties or units. Others abandon the search and leave the area.

Last Fall, staff lead brainstorming on this concept with Agnew::Beck – funded by Blaine County and formally conducted by BCHA. The project team convened property managers, owners, and service providers to refine the need and scope of work. The group’s recommendations clarified that (a) winter shelter needed to be prioritized and (b) that Staff didn’t have capacity to set up the infrastructure for a one-stop-shop.

The group recommended against one entity or person being the only resource for all housing, particularly since case workers throughout the valley have established relationships with vulnerable households and the flood of requests would overwhelm one entity. They did, however, recommend BCHA to project manage establishing the infrastructure, maintain it going forward, and train service providers and others on it. Such efforts include the following:

- Annually update Resource Guide (*complete*) + one-pager
- Create common pre-application + waitlist
- Create cheat sheet on how to apply + train case managers
- Continue case conferences
- Create/adopt referral system
- Educate on system, BCHA's policies, VAWA, fair housing, housing navigation system, landlord-tenant law
- Certify BCHA program administrator as Housing Counselor

BCHA's program administrator is well positioned to take on this coordination role but does not have the expertise to set up the infrastructure, or time while being trained on and continuing BCHA's primary responsibility of managing its deed-restricted units and processing applications.

The Program Administrator, Kylie Anderson, will work closely with Courtney Noble, who has 15 years of experience in coordinating similar efforts and in housing systems. In many communities, United Way takes on these coordination initiatives. Courtney worked for United Way in King County, Washington overseeing a countywide housing stability initiative. She continues to consult on housing systems nationwide.

Courtney lives in the Wood River Valley and has already established relationships with primary partners through her work on the Shelter Plan. Courtney will project manage setting up the infrastructure, with BCHA's Program Administrator as support and guidance from the City's Housing Director.

Sustainability Impact:

--

Financial Impact:

None OR Adequate funds exist in account:	Adequate funds in Housing Fund.
--	---------------------------------

Attachments:

1. 5B Community Collaborative Scope of Work	
2. Courtney Noble's resume	

## Proposed Statement of Work

### Noble/ 5B Community Collaborative

**Project Purpose:** Support the 5B Community Collaborative and assist the group in building strategies that maximize collaborative effectiveness to ensure that all people experiencing housing instability in Blaine County have access to a continuum of housing and services.

**Background:** The 5B Community Collaborative is the name of a new initiative working to improve services and outcomes for the community members of Blaine County. The initiative, facilitated and funded by the Blaine County Housing Authority (BCHA), is a result of six months of planning by BCHA and other organizations throughout the County. Through a collaborative planning effort, the group produced a set of recommendations for a Community Collaborative Charter and a Year 1 Action Plan. The community is now seeking a qualified professional to facilitate implementation of components of the Action Plan.

**Proposed Scope:** After meeting with Collaborative members on April 20, 2023, BCHA is seeking a professional independent contractor to assist with the following priorities identified by community partners:

- 1. Create a “cheat sheet” on who is eligible and how to apply for subsidized properties.** This work will be done in partnership with BCHA staff.
  - Estimate: 30 hours
  
- 2. Create a shared pre-application process and potentially a common waitlist for subsidized properties.**
  - a. Collect applications and summarize eligibility for each subsidized property (to the extent not already completed under Priority 1, above.)
  - b. Convene property managers and owners to vet a pre-application and build consensus around an implementation process. Facilitate these meetings.
  - c. Develop a work plan and timeline for roll-out of a pre-application.
  - d. With property managers and owners, explore feasibility of a common waitlist from which matched referrals to subsidized properties could be made.
  - Estimate five one-hour workgroup meetings plus 40 hours of support work: 45 hours
  
- 3. Explore and pursue funding opportunities to support housing stability in Blaine County.** This may include:
  - a. HUD funding (including the Emergency Services Grant and HOME-ARP) distributed through Idaho Housing and Finance Association
  - b. HUD funding including Rapid Rehousing funds distributed through our Continuum of Care and the Idaho Housing and Finance Association
  - c. FEMA funding
  - d. Private funding
  - Estimate up to 35 hours per funding application not to exceed 100 hours
  
- 4. Provide ongoing support to identify emergency housing and implement community Shelter Plan.** This may include establishing community eligibility for the funding streams noted above, convening an emergency housing planning team. etc.
  - Estimate up to 30 hours.

**Approach:** The consultant will work closely with city and BCHA staff and Collaborative agencies.

**Timeline:** The project will launch in May 2023 and conclude at the end of September. The consultant will touch base with Ketchum and BCHA staff bi-monthly during the development of the deliverables.

**Project Budget:** Estimated hours to complete the project are 105-205. The consultant’s hourly rate will be \$140/hour. The agreement is approved up to and is not to exceed \$28,700 in labor expenses.

# COURTNEY NOBLE

50 Greens End Lane, Hailey ID 83333 | (206) 618-3265 | courtneyehnable@gmail.com

## EXPERIENCE

---

**FJORD STRATEGIES** | Hailey, Idaho  
*Principal Consultant* / October 2015 to present

Advise nonprofit and philanthropic clients on strategy, program evaluation, communications, advocacy and operational effectiveness to help them achieve meaningful and sustainable progress for target populations. Proven skills include:

- *Strategic planning.* Gathering and assessing data and research; summarizing and incorporating these findings into initiatives to meet long-term goals.
- *Metrics and policy analysis.* Creating instruments to measure progress and establish data-driven benchmarks. Advising on policy and programmatic changes that are evidence-informed. Redesigning strategies to achieve more equitable outcomes.
- *Data visualization.* Creating dashboards to monitor results and communicate with senior leadership.
- *Grant management.* Providing insight on grant procurement and management; funding scans; grantee coordination and communication.

Expertise in homelessness, child welfare, youth development and inequality. Affiliated with Bright Spring Strategy Consulting on projects servicing global health and vaccine delivery clients. Sample clients include the Raikes Foundation, Youth Villages, Accelerator YMCA, Washington Department of Commerce and the Houston Homeless Youth Network.

**UNITED WAY OF KING COUNTY** | Seattle, Washington  
*Impact Manager, Ending Homelessness* / June 2012 to October 2015

Oversaw strategic planning and grant-making for county-wide housing stability initiative. Managed a portfolio of \$10.8 million annually allocated to service providers and advocates supporting homeless and low-income individuals. Primary author of logic models, theories of change and outcome measurement tools for United Way's ending homelessness strategy. Led competitive funding processes, reviewed applications and conducted evaluations of grantee progress. Participated in the design of academic studies and managed contracts with external evaluators. Additionally served as Project Director on federal grant addressing the intersection of foster care and youth homelessness in Washington State, uniting a diverse team of public and private stakeholders in a two-year strategic planning process.

*Manager of Basic Needs Programs* | March 2010 to May 2012  
*Free Tax Campaign Manager* | August 2007 to March 2010

Designed, executed and evaluated county-wide poverty alleviation programs. Managed two full time and 25 seasonal staff. Crafted annual communications and advocacy campaign to reach low income individuals in need of tax help; monitored penetration and effectiveness of print and social media outreach efforts. Mobilized and maintained relationships with community partners, developed asset building strategies and participated in city, state and national anti-poverty coalitions. Solicited and managed program grants, and supported United Way's distribution of grants targeting poverty and hunger.

**SHARTSIS FRIESE LLP** | San Francisco, California  
*Associate Attorney* | November 2004 to July 2007

Negotiated and closed mergers and acquisitions, advised companies on entity formation, researched and drafted various commercial agreements and registered intellectual property for clients at small, full-service law firm. Served as regular *pro bono* attorney for Legal Services for Entrepreneurs and California Lawyers for the Arts and as outside general counsel for the International Tibet Support Network and the Society of Vascular and Interventional Neurologists, advising on formation, fiduciary duties, board activities, tax exemption, and ongoing reporting and compliance.

## EDUCATION

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**NEW YORK UNIVERSITY SCHOOL OF LAW** | New York, New York

Juris Doctor | May 2004

*Honors:* Dean's Scholarship Recipient

**YALE UNIVERSITY** | New Haven, Connecticut

Bachelor of Arts | Women's and Gender Studies, *cum laude* | May 2000

*Honors:* Distinction in the Women's and Gender Studies Major

## ADDITIONAL INFORMATION

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Certified Tableau data visualization software user. Comfortable analyzing large-scale, complex datasets in Excel and Access. Admitted to practice law in the State of California. Proficient in spoken and written French. Enjoy politics, skiing, science fiction, nonfiction about social policy, and coffee. Raised in Canada.





City of Ketchum

**CITY COUNCIL MEETING AGENDA MEMO**

Meeting Date:  Staff Member/Dept:

Agenda Item:

Recommended Motion:

I move to approve Purchase Order 23106 for two rugged tablets from Dell.

Reasons for Recommendation:

- The fire department has been in the process of upgrading from radio/phone communications to live data. Adding MDC (mobile data computers) in each emergency vehicle allows more accurate timestamping, ability to view dispatch note and log, access to pre-planning files and real-time mapping. These two rugged tablets will be used in the ambulances where we have found there is too little room for a full-size laptop. The two laptops will be moved into the engine and ladder truck.

Sustainability Impact:

None

Financial Impact:

This is budgeted.

Attachments:

1. Purchase Order 23106
2. Quotation



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

**PURCHASE ORDER**  
 BUDGETED ITEM? \_\_\_ Yes \_\_\_ No

**PURCHASE ORDER - NUMBER: 23106**

<b>To:</b> 1836 DELL MARKETING L.P. C/O DELL USA L.P. P.O. BOX 802816 CHICAGO IL 60680-2816	<b>Ship to:</b> CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
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P. O. Date	Created By	Requested By	Department	Req Number	Terms
06/06/2023	KCHOMA	KCHOMA		0	

Quantity	Description	Unit Price	Total
1.00	SAWTOOTH TABLET x 2 03-4230-7145	5,802.00	5,802.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		5,802.00

\_\_\_\_\_  
 Authorized Signature



## A quote for your consideration

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

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

<b>Quote No.</b>	<b>3000151390348.1</b>	Sales Rep	Kristy Wynn
<b>Total</b>	<b>\$5,802.00</b>	Phone	(800) 456-3355, 6176619
Customer #	19685893	Email	Kristy.Wynn@Dell.com
Quoted On	Apr. 27, 2023	<b>Billing To</b>	ACCOUNTS PAYABLE
Expires by	May. 27, 2023		KETCHUM FIRE DEPT
Contract Name	Dell NASPO Computer		PO BOX 966
Contract Code	Equipment PA - Idaho		KETCHUM, ID 83340-0966
Customer Agreement #	C000000013097		
Deal ID	MNWNC-108 /		
	PADD16200012		
	25776389		

### Message from your Sales Rep

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

Regards,  
Kristy Wynn

### Shipping Group

Shipping To	Shipping Method
BILL MCLAUGHLIN KETCHUM FIRE DEPT 408 E AVE N KETCHUM, ID 83340 (208) 727-5074	Standard Delivery

Product	Unit Price	Quantity	Subtotal
LAT,SAWTOOTH TABLET,7230 RUG	\$2,901.00	2	\$5,802.00
<b>Subtotal:</b>			<b>\$5,802.00</b>
<b>Shipping:</b>			<b>\$0.00</b>
<b>Non-Taxable Amount:</b>			<b>\$5,802.00</b>
<b>Taxable Amount:</b>			<b>\$0.00</b>
<b>Estimated Tax:</b>			<b>\$0.00</b>
<b>Total:</b>			<b>\$5,802.00</b>

## Shipping Group Details

### Shipping To

BILL MCLAUGHLIN  
KETCHUM FIRE DEPT  
408 E AVE N  
KETCHUM, ID 83340  
(208) 727-5074

### Shipping Method

Standard Delivery

	Quantity	Subtotal
<b>LAT,SAWTOOTH TABLET,7230 RUG</b>	<b>2</b>	<b>\$5,802.00</b>

Estimated delivery if purchased today:

May. 10, 2023

Contract # C000000013097

Customer Agreement # MNWNC-108 / PADD16200012

Description	SKU	Unit Price	Quantity	Subtotal
Latitude 7230 Rugged Extreme	210-BFQT	-	2	-
12th Gen. Intel Core i5-1240U (12 MB cache, 10 cores, 12 threads, up to 4.40 GHz, vPro)	338-CHID	-	2	-
Windows 11 Pro, English, French, Spanish	619-AQLP	-	2	-
No Microsoft Office License Included	658-BCSB	-	2	-
Integrated Intel Iris Xe Graphics for i5-1240U vPro Processor, 16GB DDR5 Memory with u-blox NEO-M9N GPS card	338-CGSP	-	2	-
Intel Rapid Start and Smart Connect Technology	409-BCWQ	-	2	-
Intel vPro Technology Advanced Management Features	631-ADOX	-	2	-
16 GB, 2 X 8 GB, LPDDR5, 5200MHz, Integrated	370-AHKW	-	2	-
256 GB, M.2, PCIe NVMe, SSD, Class 35	400-BOLL	-	2	-
12" Touch 1200 nits WVA FHD (1920 x 1200) 100% sRGB Anti-Glare, Outdoor Viewable, front and rear cam, dual mic	391-BGZL	-	2	-
Intel(R) Wi-Fi 6 AX211 Wireless Driver (with Bluetooth)	555-BIFL	-	2	-
Intel AX211 WiFi 6E + BT 5.2 5G	555-BIHY	-	2	-
4G module - CAT16 - Qualcomm® Snapdragon™ X20 LTE (DW5821e), AT&T, NMEA GPS port	556-BDJH	-	2	-
Hot surface warning label	389-ECGC	-	2	-
Primary 2 Cell 35.6 Whr, ExpressCharge(TM) Capable	451-BCZJ	-	2	-
65W Type-C Adapter	450-AMLO	-	2	-
Backcover, no Fingerprint, no Smartcard reader, no removable SSD	346-BILM	-	2	-
E4 Power Cord 1M for US	537-BBDO	-	2	-
Setup and Features Guide	340-DCSZ	-	2	-
Hot surface warning label	389-ECGC	-	2	-
Additional 2 Cell 35.6 Whr, ExpressCharge(TM)Capable	451-BCZL	-	2	-
USB Resource Media	430-XYNR	-	2	-
ENERGY STAR Qualified	387-BBLW	-	2	-
Custom Configuration	817-BBBB	-	2	-
Dell Additional Software	658-BFQB	-	2	-
Mix Packaging 65W L10 CTY WWAN 4G	340-DDEG	-	2	-
5MP front dedicated IR/RGB, 11MP rear with flash and microphone	319-BBJL	-	2	-

Hazardous Locations Certification	389-EFFU	-	2	-
Right hand side expansion port - USB-A	590-TFJW	-	2	-
Top expansion port, RJ45	590-TFKB	-	2	-
WLAN, WWAN, GPS Antennas (Pogo vehicle docking, RF passthrough)	555-BIFG	-	2	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	2	-
Rigid Handle	750-ADWQ	-	2	-
ProSupport Plus: Next Business Day Onsite, 3 Years	804-0513	-	2	-
Dell Limited Hardware Warranty Initial Year	997-6988	-	2	-
ProSupport Plus: Accidental Damage Service, 3 Years	997-7005	-	2	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	997-7006	-	2	-
ProSupport Plus: 7x24 Technical Support, 3 Years	997-7040	-	2	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit <a href="http://www.dell.com/contactdell">www.dell.com/contactdell</a> or call 1-866-516-3115	997-8367	-	2	-

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<b>Subtotal:</b>	<b>\$5,802.00</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$0.00</b>
<hr/>	
<b>Total:</b>	<b>\$5,802.00</b>

## Important Notes

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### Terms of Sale

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

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

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

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

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

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

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

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

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

**^DELL BUSINESS CREDIT (DBC):** Offered to business customers by WebBank, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. The Total Minimum Payment Due is the greater of either \$20 or 3% of the New Balance shown on the statement rounded up to the next dollar, plus all past due amounts. Dell and the Dell logo are trademarks of Dell Inc.



City of Ketchum

### CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:  Staff Member/Dept:

Agenda Item:

**Recommended Motion:**

- I move to approve:
1. Findings and Order Approving the Permits Conditions Acceptance Agreement for the PEG Ketchum Hotel
  2. Findings and Order Granting an Amendment to PUD/CUP 19-063 for the PEG Ketchum Hotel
  3. Order of Approval of Final Master Compiled Record of Proceedings for the PEG Ketchum Hotel

**Reasons for Recommendation:**

- On May 15, 2023 the City Council approved the Permits Conditions Acceptance Agreement for the PEG Ketchum Hotel and Granted an Amendment to PUD/CUP 19-063. The proposed documents reflect the decision of the City Council.

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

**Sustainability Impact:**

**Financial Impact:**

**Attachments:**

1. Findings and Order Approving the Permits Conditions Acceptance Agreement for the PEG Ketchum Hotel
2. Findings and Order Granting an Amendment to PUD/CUP 19-063 for the PEG Ketchum Hotel
3. Order of Approval of Final Master Compiled Record of Proceedings for the PEG Ketchum Hotel

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

IN RE:	)	AGREEMENT NO. <b>22847</b>
	)	
PEG KETCHUM HOTEL, LLC	)	<b>FINDINGS OF FACT, CONCLUSIONS</b>
	)	<b>OF LAW, AND ORDER OF DECISION</b>
Permit Conditions Acceptance	)	<b>(Notice of Final Action)</b>
Development Agreement	)	
	)	
	)	

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THE ABOVE-ENTITLED MATTER coming before the City Council of the City of Ketchum (the “Council”), on the 15<sup>th</sup> day of May, 2023, pursuant to the Applicant’s and the City Staff’s renegotiated and the Planning and Zoning Commissions recommended 3-28-2023 draft Permit Conditions Acceptance Development Agreement (the “Renegotiated Development Agreement”) which companions with the Applicant’s Planned Unit Development/ Conditional Use Permit No. P19-063 (the “PUD/CUP Permit”). The Council having reviewed the Renegotiated Development Agreement, having received the Planning and Zoning Commission’s *Findings of Fact, Conclusions of Law, and Recommendation to the City Council* Agreement No. 22847, and the information provided at the hearing on this matter; and the information provided at that hearing, does hereby make and set forth the Record of Proceedings, Findings of Fact, Conclusions of Law, and Recommendation to the City Council as follows:

**SECTION 1**

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

**Notice of Hearing:** Notice of this hearing was:

- Published April 26, 2023 in the Idaho Mountain Express, the City’s official newspaper of general circulation; and
- Mailed on the April 26, 2023 to the property owners within 300 feet of the subject real property and affected agencies; and
- Posted on the subject real property on May 8, 2023; and
- Posted on the City’s website on May 8, 2023.



**Exhibits**

	<i>DESCRIPTION OF EVIDENCE</i>	<i>Withdrawn</i>	<i>Refused</i>	<i>Admitted</i>
<b>1</b>	<p>Staff Report dated May 15, 2023 with the following Attachments A-E:</p> <p><b>Attachments:</b></p> <p>A: March 28, 2023 Planning and Zoning staff report.</p> <p>B: Proposed March 28, 2023 draft Permit Conditions Acceptance Agreement 22847.</p> <p>C: April 11, 2023 Planning and Zoning Commission Findings and Recommendation on Permit Conditions Acceptance Agreement 22847.</p> <p>D: Proposed First Amendment to PUD/CUP P19-063</p> <p>E: April 11, 2023 Planning and Zoning Commission Findings and Recommendation on First Amendment to PUD/CUP P19-063</p>			X
<b>2</b>	Noticing Checklist/Certification			X

**PERSONS TESTIFYING and COMMENT:**

**Staff Report:** Suzanne Frick, presented and gave the City staff report with explanation and stood for questions from the Mayor and City Council.

**Public Comment:** There was no public comment.

**DECISION and RECOMMENDATION**

WHEREUPON THE CITY 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 and CONCLUSIONS OF LAW

[As set forth in this section are findings of fact and corresponding citations to KMC provisions which are also Conclusions of Law]

#### 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.

#### 2.2 Findings Regarding Applications Filed:

2.2.1 The City Staff presented to the Commission the Renegotiated Development Agreement together with information that the renegotiation process began between June 14, 2022 and July 6, 2022 which various drafts of the agreement were negotiated concluding with PEG Ketchum Hotel LLC (the “Applicant”) agreement with a redlined draft of the Renegotiated Development Agreement on February 27, 2023 that formed the clean version of March 3, 2023. The Planning and Zoning Commission has recommended to the City Council a couple of changes which are incorporated in the March 28, 2023 draft of the Renegotiated Development Agreement which has been submitted with the Staff Report for consideration of approval by the City Council. The Renegotiated Development Agreement requires the Staff initiated request for an amendment of the Applicant’s Planned Unit Development/ Conditional Use Permit No. P19-063 (the “PUD/CUP Permit”) at page 29, Condition No. 5 paragraph 1.5.3 by an increase of the time period for a certificate of the occupancy to be issued for their hotel project after the issuance of a building permit from 18 months to 30 months. The Applicant’s Requested Amendment is a part of a renegotiated Permit Conditions Acceptance Development Agreement which was also heard with this matter simultaneously by the Commission.

#### 2.3 Findings Summarizing Public Comment Concerns and Objections to and Benefits of the Application:

The Council having reviewed and having listened to the Staff Report and comments finds as follows:

- There was no objection to the March 28, 2023 draft of the Renegotiated Development Agreement; and
- The Staff recommended approval of the March 28, 2023 draft Permit Conditions Acceptance Agreement 22847.

## 2.4 PUD/Conditional Use Ordinance Standards and Planning and Zoning Commission Evaluation Compliance Analysis and Findings:

### KMC § 16.08.120 C

- The City of Ketchum is an Idaho municipal corporation and is required by I.C. § 67-6503 to exercise the powers conferred by the Local Land Use Planning Act codified at Chapter 65 of Title 67 Idaho Code; and
- PEG Hotel, LLC (the “Applicant”) has filed with the City the following applications for the development of a hotel within the City:
  - Building Demolition Development Application; and
  - Floodplain Development Permit Application; and
  - Lot Line Shift Development Application; and
  - Planned Unit Development/Conditional Use Permit Application; and
  - Design Review Development Application; and
  - Related PUD/CUP applications for the hotel development.
- The City has processed the Applications and has approved the same subject to numerous conditions; and
- The Ketchum City Code (“KMC”) provides at KMC § 16.08.120 C:
  - C. Prior to final approval of a PUD conditional use permit, the city council may require, but not limited to, the following:*
    - 1. Such written agreements executed by the developer to secure performance of any requirement or condition to be imposed as part of the approval, including, but not limited to, development, services and/or annexation agreements.*
- In the process of staffing the Applications the City Planning and Building Department staff, in order to assure the Applicant will timely and in compliance with the Applications Permits conditions, has drafted the Renegotiated Development Agreement; and
- The March 28, 2023 draft of the Renegotiated Development Agreement provides for the timely performance by the Applicant of the conditions of the Applications permits granted by the City for the Applicant’s hotel development and is in the best interests of the City to which the PEG Ketchum Hotel LLC is agreeable.

### 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
- 3.2 The City pursuant to Idaho Code Section 67-6515 has the authority, which it has exercised by ordinance, codified at Chapter 8 of Title 16 of the KMC, which is separate from its zoning ordinance for the processing of applications for planned unit development permits.
- 3.3 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

### IV. ORDER OF DECISION

Based upon the above and foregoing Findings of Fact/Conclusions of Law and good cause appearing from the record, IT IS HEREBY ORDER AND THIS DOES ORDER THAT:

**Order No. 1:** The Permits Conditions Acceptance Development Agreement / draft dated March 28, 2023 is approved and the Mayor is authorized to execute the same on behalf of the City of Ketchum subject to and contingent upon the following terms and conditions:

**Condition No. 1 Permits Conditions Acceptance Development Agreement:** That manager of PEG Capital Partners, LLC which in turn manages PEG Capital Partners I GP, LLC, the manager of PEG Ketchum Hotel, LLC., a Delaware limited liability company, executes the Permits Conditions Acceptance Development Agreement / draft dated March 28, 2023 on behalf of PEG Ketchum Hotel, LLC.

**Order No. 2:** That the City Clerk provide a copy of these Findings of Fact, Conclusions of Law and Order of Decision to the Applicant.

Findings of Fact, Conclusions of Law and Order of Decision adopted this \_\_\_\_ day of June, 2023.

---

Neil Bradshaw, Mayor  
City of Ketchum

### NOTICES

Please take notice of the following:

**To the Applicant:** You are hereby notified that, the above and forgoing *Findings of Fact, Conclusion of Law and Order of Decision* (the “Final Decision”) is a final decision of the City Council on the above entitled matter; and the Applicant has the right to request a regulatory taking analysis pursuant to section [67-8003](#), Idaho Code.

**To any Affected Person:** You are hereby notified that an affected person, who is aggrieved by this Final Decision (as provided in section [67-6521](#)(1)(a), Idaho Code), and who wishes to seek judicial review of this Final Decision, is required, by section [67-6535](#)(2)(b), Idaho Code, to first file a request for reconsideration of this Final Decision with the City Clerk within fourteen (14) days of the date of this Final Decision.

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

IN RE:	)	FILE NO. <b>P19-063</b>
	)	
PEG KETCHUM HOTEL, LLC	)	<b>FINDINGS OF FACT, CONCLUSIONS</b>
	)	<b>OF LAW, AND ORDER OF DECISION</b>
Applicant for	)	<b>(Notice of Final Action)</b>
Planned Unit Development	)	
Conditional Use Permit	)	
	)	

---

THE ABOVE ENTITLED MATTER coming before the City Council of the City of Ketchum (the "Council"), on the 15<sup>th</sup> day of May, 2023, pursuant to the City staff initiated and the Applicant's consent to a request for an amendment of the Planned Unit Development/ Conditional Use Permit No. P19-063 (the "PUD/CUP Permit") at page 29, Condition No. 5 paragraph 1.5.3 by an increase of the time period for a certificate of the occupancy to be issued for the Project after the issuance of a building permit from 18 months to 30 months (the "Requested Amendment"). The City staff initiated Requested Amendment is a part of a renegotiated Permit Conditions Acceptance Development Agreement which is also being heard simultaneously by the Council. The Council having reviewed the Requested Amendment, having received the Planning and Zoning Commission's *Findings of Fact, Conclusions of Law, and Recommendation on First Amendment to PUD/CUP P19-063* to approve the request, and the information provided at the hearing on this matter; and having reviewed the renegotiated Permit Conditions Acceptance Development Agreement, and the information provided at that hearing, does hereby make and set forth the Record of Proceedings, Findings of Fact, Conclusions of Law, and Recommendation to the City Council as follows:

**SECTION 1**

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

**Notice of Hearing:** Notice of this hearing was:

- Published April 23, 2023 in the Idaho Mountain Express, the City's official newspaper of general circulation; and
- Mailed on April 26, 2023 to the property owners within 300 feet of the subject real property and affected agencies; and
- Posted on the subject real property on May 8, 2023; and
- Posted on the City's website on May 8, 2023.

## Exhibits

	<i>DESCRIPTION OF EVIDENCE</i>	<i>Withdrawn</i>	<i>Refused</i>	<i>Admitted</i>
<b>1</b>	<p>Staff Report dated May 15, 2023 with the following Attachments A-E:</p> <p><b>Attachments:</b></p> <p>A: March 28, 2023 Planning and Zoning staff report.</p> <p>B: Proposed 3-28-2023 draft Permit Conditions Acceptance Agreement 22847.</p> <p>C: April 11, 2023 Planning and Zoning Commission Findings and Recommendation on Permit Conditions Acceptance Agreement 22847.</p> <p>D: Proposed First Amendment to PUD/CUP P19-63</p> <p>E: April 11, 2023 Planning and Zoning Commission Findings and Recommendation on First Amendment to PUD/CUP P19-063</p>			X
<b>2</b>	Noticing Checklist/Certification			X

### PERSONS TESTIFYING and COMMENT:

**Staff Report:** Suzanne Frick, presented and gave the City staff report with explanation and stood for questions from the Mayor and City Council.

**Public Comment:** There was no public comment.

**Written Comment Received:** There was no additional written comment received.

### ORDER OF DECISION

WHEREUPON THE CITY 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 and CONCLUSIONS OF LAW**  
[As set forth in this section are findings of fact and corresponding citations to KMC provisions which are also Conclusions of Law]

**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.

**2.2 Findings Regarding Applications Filed:**

2.2.1 The City staff has, with consent of the Applicant, initiated a request for a first amendment of the Applicant's Planned Unit Development/ Conditional Use Permit No. P19-063 (the "PUD/CUP Permit") at page 29, Condition No. 5 paragraph 1.5.3 by an increase of the time period for a certificate of the occupancy to be issued for their hotel project after the issuance of a building permit from 18 months to 30 months.

2.2.2 The City Staff's initiated Requested Amendment is a part of a renegotiated Permit Conditions Acceptance Development Agreement which was also heard simultaneously by the Commission.

**2.3 Findings Summarizing Public Comment Concerns and Objections to and Benefits of the Application:**

The Council having reviewed and having listened to the Staff Report and comments finds as follows:

- There was no objection to the Amendment Request; and
- The Staff recommended approval of the Amendment Request to this Permit would align with the renegotiated Permits Conditions Acceptance Development Agreement which the Planning and Zoning Commission has recommended approval by the City Council subject to three modifications unrelated to this Request for Amendment.

**2.4 PUD Ordinance Standards and Planning and Zoning Commission Evaluation Compliance Analysis and Findings:**

**KMC § 16.08.080.0**

*The development will be completed within a reasonable time.*



The Commission finds this standard is met; provided that the Permit Conditions Acceptance Development 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.

### **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
- 3.2 The City, pursuant to Chapters 3, 9 and 13 of Title 50 Idaho Code, has the authority to enact the Ordinances and regulations which the City has exercised and approved Ordinances codified in the Ketchum City Code ("KMC"), and which are identified in Section II of these 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.
- 3.3 The City, pursuant to Idaho Code Section 67-6515, has the authority, which it has exercised by ordinance, codified at Chapter 8 of Title 16 of the KMC, which is separate from its zoning ordinance for the processing of applications for planned unit development permits.
- 3.4 KMC section 16.08.120C 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
- 3.5 The Project Applications, which includes waivers to the floor area ratio, side yard setbacks, and height and four-story requirements is governed under KMC Sections 16.08.020B, 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:
  - 3.5.1 In the event of a conflict, Chapter 8 of Title 16 KMC controls over any other City ordinance; and

- 3.5.2 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
- 3.5.3 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
- 3.5.4 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
- 3.5.5 The Amendment Request of the 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. ORDER OF DECISION**

Based upon the above and foregoing Findings of Fact/Conclusions of Law and good cause appearing from the record, IT IS HEREBY ORDER AND THIS DOES ORDER THAT:

**Order No. 1:** The City staff-initiated Request for an amendment of the Applicant’s Planned Unit Development/ Conditional Use Permit No. P19-063 (the “PUD/CUP Permit”) at page 29, Condition No. 5 paragraph 1.5.3, by an increase of the time period for a certificate of the occupancy to be issued for the Project after the issuance of a building permit from 18 months to 30 months, be granted subject to and contingent upon the following terms and conditions:

**Condition No. 1 Permits Conditions Acceptance Development Agreement:** That the Permit Conditions Acceptance Development Agreement (with the Commission’s recommended modifications) has been entered into between the Applicant and City Council for the hotel project prior to the issuance of any Building Permit for the construction of the hotel project.

**Order No. 2:** That the City Clerk provide a copy of these Findings of Fact, Conclusions of Law and Order of Decision to the Applicant.

Findings of Fact, Conclusions of Law and Order of Decision adopted this \_\_\_\_ day of June, 2023.

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Neil Bradshaw, Mayor  
City of Ketchum

### NOTICES

Please take notice of the following:

**To the Applicant:** You are hereby notified that, the above and forgoing *Findings of Fact, Conclusion of Law and Order of Decision* (the “Final Decision”) is a final decision of the City Council on the above entitled matter; and the Applicant has the right to request a regulatory taking analysis pursuant to section [67-8003](#), Idaho Code.

**To any Affected Person:** You are hereby notified that an affected person, who is aggrieved by this Final Decision (as provided in section [67-6521](#)(1)(a), Idaho Code), and who wishes to seek judicial review of this Final Decision, is required, by section [67-6535](#)(2)(b), Idaho Code, to first file a request for reconsideration of this Final Decision with the City Clerk within fourteen (14) days of the date of this Final Decision.

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

IN RE:	)	<b>FILE NOS.</b>
	)	
PEG KETCHUM HOTEL, LLC	)	<b>P19-062 [Floodplain]</b>
	)	<b>P19-063 [PUD]</b>
Applicant for	)	<b>P19-064 [Lot Line Adjustment]</b>
• Floodplain Development	)	<b>P20-069 [Waivers]</b>
Permit	)	<b>P20-015 [Design Review]</b>
• Planned Unit Development	)	
Conditional Use Permit	)	
• Lot Line Adjustment	)	<b>ORDER OF APPROVAL OF FINAL</b>
• Waiver	)	<b>MASTER COMPILED RECORD OF</b>
• Design Review	)	<b>PROCEEDINGS</b>
• Permit Conditions Acceptance	)	[City Council – June 12, 2023]
Agreement	)	
	)	

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THE ABOVE-ENTITLED PERMIT APPLICATION MATTERS have come before the City of Ketchum Planning and Zoning Commission and the City Council of the City of Ketchum, as hereinafter stated, commencing with the filing of the above-entitled applications on June 19, 2019 and concluding with City Council actions on June 12, 2023; and the City staff having maintained a Compiled record of proceedings of the above entitled matters throughout these proceedings; and the City Council having been presented with the *Final Master Compiled Record of Proceedings [City Council June 12, 2023]* by the staff at the regular City Council meeting of June 12, 2023; and having reviewed the same, the City Council finds that the *Final Master Compiled Record of Proceedings [City Council June 12, 2023]* is a complete and accurate record of the above entitled proceedings.

**ORDER OF APPROVAL**

Based upon the above and foregoing, IT IS HEREBY ORDERED AND THIS DOES ORDER THAT: The *Final Master Compiled Record of Proceedings [City Council June 12, 2023]* is approved as the official record of proceedings for the above-entitled matters subject to the inclusion of signed copies of Exhibits F-19, F-20, M-24, M-25, N-87, 0-8, 0-9 under the direction of the City Clerk and the City Attorney’s Office.

Order of Approval **adopted** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Neil Bradshaw, Mayor  
City of Ketchum

\_\_\_\_\_  
Trent Donat, City Clerk

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

IN RE:	)	FILE NOS.
	)	
PEG KETCHUM HOTEL, LLC	)	<b>P19-062 [Floodplain]</b>
	)	<b>P19-063 [PUD]</b>
Applicant for	)	<b>P19-064 [Lot Line Adjustment]</b>
• Floodplain Development Permit	)	<b>P20-069 [Waivers]</b>
• Planned Unit Development Conditional Use Permit	)	<b>P20-015 [Design Review]</b>
• Lot Line Adjustment	)	
• Waiver	)	<b>FINAL MASTER COMPLIED RECORD OF PROCEEDINGS</b>
• Design Review	)	
• Permit Conditions Acceptance Agreement	)	[City Council – June 12, 2023]
	)	

THE ABOVE-ENTITLED PERMIT APPLICATION MATTERS have come before the City of Ketchum Planning and Zoning Commission and the City Council of the City of Ketchum, as hereinafter stated, commencing with the filing of the above-entitled applications on June 19, 2019 and concluding on June 12, 2023. Therefore, City Council does hereby make and set forth this Final Master Compiled Record of Proceedings for all the above-referenced matters as follows:

**COMPILED RECORD OF PROCEEDINGS**

The compiled record of the proceedings of the above-referenced matters consists of the following, to-wit:

**1.1 (Re-designated) Exhibits and documents included in these proceedings on Remand: <sup>1</sup>**

<sup>1</sup> The Agency Record documents have been sequentially numbered “RECORD 00001- RECORD 06838” and as of the date of this document, the next Bates number is “**Record 06839**.” Pursuant to the City Council Order of Approval of Final Master Compiled Record of Proceedings, signed copies of the exhibits listed herein green highlighting, under direction of the City Clerk and the City Attorney’s Office, will be Bates numbered and added.

		<b><i>DESCRIPTION OF EXHIBITS AND DOCUMENTS</i></b>
<b><i>APPLICATION Documents Identified with prefix "A"</i></b>		
<b>A-1 00001-00002</b>	2019-06-19	Development Agreement Application to City of Ketchum Planning & Building P19-064 dated 6-19-2019 Ketchum Boutique Hotel PEG Ketchum Hotel LLC.
<b>A-2 00003-00011</b>	2019-06-19	Design Review Application to City of Ketchum Planning & Building P19-061 dated 6-19-2019 Boutique Hotel PEG Ketchum Hotel LLC.
<b>A-3 00012-00018</b>	2019-06-19	Floodplain Management Overlay Application to City of Ketchum Planning & Building P19-062 dated 6-19-2019 Ketchum Boutique Hotel PEG Ketchum Hotel LLC.
<b>A-4 00019</b>	2019-06-19	Lot Line Shift Application to City of Ketchum Planning & Building P19-065 dated 6-19-2019 Ketchum Boutique Hotel PEG Ketchum Hotel LLC.
<b>A-5 00020</b>	2019-06-19	Planned Unit Development Conditional Use Permit Application to City of Ketchum Planning & Building P19-063 dated 6-19-2019 Ketchum Boutique Hotel PEG Ketchum Hotel LLC.
<b>A-6 00021-00022</b>	2019-06-20	Conditional Use Permit Application to City of Ketchum Planning & Building P19-066 dated 6-20-2019 Ketchum Boutique Hotel PEG Ketchum Hotel LLC.
<b>A-7 00023-00236</b>	2019-07-29	Pre-Application Design Submittal Ketchum Boutique Hotel July 29, 2019 Planning and Zoning Commission Meeting Submittal by AJC Architects for PEG Companies.
<b>A-8 00237-00245</b>	2020-02-04	City of Ketchum Planning & Building Design Review Application P20-015 dated February 4, 2020 signed by Justin Heppler consisting of 9 pages.
<b>A-9 00246</b>	2020-02-17	City of Ketchum Planning & Zoning Sign Permit Application PEG Development by Justin Heppler February 17, 2020 signed permit P20-019 February 18, 2020.
<b>A-10 00247-00320</b>	2020-02-24	Ketchum Tribute February 24, 2020/ Design Review Application by AJC Architects.
<b>A-11 05838-05846</b>	2021-04-13 Date received	Application for Pre-Application Design Review - received April 13, 2021

		<b><i>DESCRIPTION OF EXHIBITS AND DOCUMENTS</i></b>
<b><u>APPLICANT PEG COMMUNICATION</u> <i>Documents identified with prefix "APC"</i></b>		
<b>APC-1</b> <b>00321-00324</b>	2019-08-23	E-mail from Nick Blayden to Steve Burstead August 23, 2019.
<b>APC-2</b> <b>00325</b>	2019-11-20	Ketchum Hotel – Main St/ SR-75 Access November 20, 2019 by Justin Heppler, Project Architect to Sherri Newland, PE City Engineer.
<b>APC-3</b> <b>00326-00328</b>	2020-02-19	Kurt Eggers of Eggers Associates P.A. Landscape Architecture e-mail to Brittany Skelton on February 19, 2020 noting the flagging of trees for removal and two photos of flagged trees.
<b>APC-4</b> <b>00329-00331</b>	2020-02-19	Sean Flynn of Galena Engineering e-mail to Brittany Skelton on February 19, 2020 with 3 Staking Photos.
<b>APC-5</b> <b>00332</b>	2020-02-19	Exhibit Map of Building Stakeout Ketchum Tribute Hotel by Galena Engineering Inc. dated February 19, 2020.
<b>APC-6</b> <b>05366-05403</b>	2021-02-01	Applicant's Presentation to Ketchum City Council for Proceedings on Remand.
<b>APC-7</b> <b>05847-05850</b>	2021-09-08	Applicant's Memo Outlining Project Changes.
<b>APC-8</b> <b>06679-06680</b>	2022-05-11	Memo from AJC Architects sent by Dijana Alickovic with design review changes in response to November 30, 2021 Pre-application Design Review P&Z meeting.
<b><u>ATTORNEY COMMUNICATION</u> <i>Documents identified with prefix "ATC"</i></b>		
<b>ATC-1</b> <b>00333-00336</b>	2019-07-30	Benjamin W. Worst, attorney for 220 East River Street, LLC letter to P&Z Commissioners dated July 30, 2019.
<b>ATC-2</b> <b>00337-00339</b>	2019-08-12	Benjamin W. Worst, attorney for 220 East River Street, LLC letter to P&Z Commissioners dated August 12, 2019.
<b>ATC-3</b> <b>00340-00345</b>	2019-09-05	Benjamin W. Worst, attorney for 220 East River Street, LLC letter to P&Z Commissioners dated September 5, 2019.



		<b><i>DESCRIPTION OF EXHIBITS AND DOCUMENTS</i></b>
<b>ATC-4</b> <b>00346-00349</b>	2019-09-10	Gary D. Slette attorney representing Jan E. Clotfelter and Richard C. Clotfelter owners of Unit 503 in the Limelight Hotel letter to John Gaeddert September 10, 2019 with illustrations Exhibit A and B.
<b>ATC-5</b> <b>00350-00353</b>	2019-09-11	E-mail from John Gaeddert to Maureen Puddicombe directing to add to the record the e-mail of Ben Worst September 11, 2019 Subject E-mail from Ben Worst to Participate addressed to the Mayor and Council sent September 11, 2019 was included.
<b>ATC-6</b> <b>00354-00356</b>	2019-10-16	Letter from Richard Clotfelter to the City Council delivery via Gary Slette dated October 16, 2019 with Exhibit B - proposed Traffic Circulation.
<b>ATC-7</b> <b>00357-00359</b>	2020-01-27	Gary Slette attorney representing Mr. and Mrs. Richard Clotfelter, Big Burn, LLC, Kevin Livingston, Scott & Karen Hanson, John & Susan Sahlberg, Thomas & Del-Ann Benson and Pat Duggan letter to John Gaeddert dated January 27, 2020 re: process of Motion for Reconsideration being premature.
<b>ATC-8</b> <b>00359-00369</b>	Undated	Gary Slette Argument re: minimum lot size.
<b>ATC-9</b> <b>00370-00377</b>	2020-02-14	Gary Slette attorney representing Mr. and Mrs. Richard Clotfelter, Big Burn, LLC, Kevin Livingston, Scott & Karen Hanson, John & Susan Sahlberg, Thomas & Del-Ann Benson and Pat Duggan letter to the Mayor and City Council re: request for reconsideration of P19-63 and P19-64, with Exhibits A and B, dated February 14, 2020.
<b>ATC-10</b> <b>00378-00379</b>	2020-02-27	Gary Slette attorney representing Mr. and Mrs. Richard Clotfelter, Big Burn, LLC, Kevin Livingston, Scott & Karen Hanson, John & Susan Sahlberg, Thomas & Del-Ann Benson and Pat Duggan letter of February 27, 2020 argues for the following interpretation of the provisions of KMC § 16-08.080.
<b>ATC-11</b> <b>00380</b>	2020-02-28	Deborah Nelson Attorney for Applicant notice of appearance letter to Ketchum City Council dated February 28, 2020.
<b>ATC-12</b> <b>00381-00385</b>	2020-03-02	Gary Slette attorney representing Mr. and Mrs. Richard Clotfelter, Big Burn, LLC, Kevin Livingston, Scott & Karen Hanson, John & Susan Sahlberg, Thomas & Del-Ann Benson and Pat Duggan letter of March 2, 2020 to Bill Gigray re: notice to preserve his clients claim of violation of fundamental right and

		<b><i>DESCRIPTION OF EXHIBITS AND DOCUMENTS</i></b>
		formal object to Motion for Reconsideration filed by John Gaeddert on February 28.
<b>ATC-13</b> <b>00386-00395</b>	2020-03-11	Deborah Nelson Attorney for the Applicant letter to City Council dated March 11, 2020 in response to Gary Slette letters on ordinance interpretation and waivers and due process rights of neighbors.
<b>ATC-14</b> <b>00396-00410</b>	2020-03-23	Gary Slette attorney letter regarding and claiming a noticing error of City Staff in the notice provided to property owners within 300' of the subject Applications.
<b><u>City Attorney Memo</u></b> <b>Documents identified</b> <b>with the prefix "CA"</b>		
<b>CA-1</b> <b>00411-00416</b>	2020-02-28	City Attorney legal memo to John Gaeddert dated February 28, 2020 in response to Gary D. Slette letter dated February 27, 2020 concerning Planned Unit Development Conditional Use Permit File No. P19-063.
<b>CA-2</b> <b>00417-00428</b>	2020-01-31	City Attorney Legal Memorandum re: Slette argument.
<b><u>Development Agreement</u></b> <b>Documents identified</b> <b>with the prefix "D"</b>		
<b>D-1</b> <b>00429-00475</b>	2019-07-25	Permits Conditions Acceptance Development Agreement City of Ketchum/ PEG Ketchum Hotel, LLC draft dated July 25, 2019.
<b>D-2</b> <b>05764-05800</b>	2023-03-02	Permits Conditions Acceptance Development Agreement – City of Ketchum/PEG Ketchum Hotel, LLC – <i>draft</i> dated March 2, 2023.
<b>D-3</b> <b>05801-05837</b>	2023-03-28	Permits Conditions Acceptance Development Agreement – City of Ketchum/PEG Ketchum Hotel, LLC – <i>draft</i> dated March 28, 2023 approved by the Planning and Zoning Commission on April 11, 2023.
<b><u>FCO Decision Documents</u></b> <b>identified with the prefix</b> <b>"F"</b>		
<b>F-1</b> <b>00476-00519</b>	2019-08-12	Planning and Zoning Commission August 12, 2019 draft approval of Permits Conditions Acceptance Development Agreement City of Ketchum/PEG Ketchum Hotel, LLC.

		<b><i>DESCRIPTION OF EXHIBITS AND DOCUMENTS</i></b>
<b>F-2</b> <b>00520-00534</b>	2019-08-12	Lot Line Adjustment: Planning and Zoning Commission Findings of Fact Conclusions of Law and Decision File No. 19-064 dated August 12, 2019.
<b>F-3</b> <b>00535-00542</b>	2019-08-12	Floodplain Development/Waterways Design Review Planning and Zoning Commission Findings of Fact Conclusions of Law and Decision File No. 19-062 dated August 12, 2019.
<b>F-4</b> <b>00543-00550</b>	2019-08-12	Ketchum Planning and Zoning Commission Reasoned Statement Memorializing Motion to Advance Hotel Project to Final Design Review File No. 19061 Pre-Application Design Review signed by Neil Morrow Chair August 12, 2019.
<b>F-5</b> <b>00551-00582</b>	2019-08-12	PUD: Planning and Zoning Commission Findings of Fact Conclusions of Law, Order of Decision and Recommendation to City Council File No. P19-063 dated August 12, 2019.
<b>F-6</b> <b>00583-00634</b>	2020-02-03	P19-063 Findings of Fact, Conclusions of Law, Order of Decision of the City Council File No. P19-063 dated and signed by Mayor Bradshaw - February 3, 2020.
<b>F-7</b> <b>00635-00650</b>	2020-02-03	Lot Line Adjustment: City Council Findings of Fact Conclusions of Law and Decision File No. 19-064 dated February 3, 2020.
<b>F-8</b> <b>00651-00675</b>	undated	Findings of Fact, Conclusions of Law and Decision of the City of Ketchum Planning and Zoning Commission File No. P20-015 Design Review.
<b>F-9</b> <b>05489-05548</b>	2020-12-22	Master Joint Hearings Compiled Record of Proceedings on Remand – <u>Ketchum P&amp;Z</u> , dated December 22, 2020.
<b>F-10</b> <b>05549-05559</b>	2020-12-22	Planning and Zoning Commission Findings of Fact, Conclusions of Law, and Recommendations to City Council Decision File No. 19-062 dated December 22, 2020.
<b>F-11</b> <b>05560-05594</b>	2020-12-22	Planning and Zoning Commission Findings of Fact, Conclusions of Law, and Recommendations to City Council Decision File No. 19-063 dated December 22, 2020.
<b>F-12</b> <b>05595-05611</b>	2020-12-22	Planning and Zoning Commission Findings of Fact, Conclusions of Law, and Recommendations to City Council Decision File No. 19-064 dated December 22, 2020.

		<b><i>DESCRIPTION OF EXHIBITS AND DOCUMENTS</i></b>
<b>F-13</b> <b>05612-05678</b>	2021-02-16	Master Joint Hearings Compiled Record of Proceedings on Remand – <u>Ketchum City Council</u> , dated February 16, 2021.
<b>F-14</b> <b>05679-05690</b>	2021-02-16	P19-062 Floodplain Development/ City Council Findings of Fact, Conclusions of Law, and Decision, dated February 16, 2021.
<b>F-15</b> <b>05691-05726</b>	2021-02-16	P19-063 PUD and Conditional Use Permit/ City Council Findings of Fact, Conclusions of Law, and Decision, dated February 16, 2021.
<b>F-16</b> <b>005727-05744</b>	2021-02-16	P19-064 Lot Line Adjustment/ City Council Findings of Fact, Conclusions of Law, and Decision, dated February 16, 2021.
<b>F-17</b> <b>05851-05856</b>	2023-04-11	Findings of Fact, Conclusions of Law and Recommendation for the Permits Conditions Acceptance Development Agreement
<b>F-18</b> <b>05857-05861</b>	2023-04-11	Planning and Zoning Commission determination and recommendation on amendment to PEG PUD/CUP P19-063.
<b>F-19</b> See footnote 1 on page 1. Bate stamp # will be added.	2023-06-12	City Council Findings of Fact, Conclusions of Law and Order of Decision on Amendment PUD/CUP P19-063 For PEG Ketchum Hotel.
<b>F-20</b> See footnote 1 on page 1. Bate stamp # will be added.	2023-06-12	City Council Approval of Final Master Compiled Record of Proceedings.
<b><u>Meeting Minutes</u></b> <b>Document identified</b> <b>with the prefix “M”</b>		
<b>M-1</b> <b>00676-00681</b>	2019-07-29 2019-07-30	Meeting Minutes – Ketchum P&Z Special Meeting – two meetings held July 29, 2019 and July 30, 2019.
<b>M-2</b> <b>00682-00685</b>	2019-08-08	Meeting Minutes – City of Ketchum, Idaho Traffic Authority Meeting held August 8, 2019.
<b>M-3</b> <b>00686-00690</b>	2019-08-12	Meeting Minutes – Ketchum P&Z Regular Meeting.
<b>M-4</b> <b>00691-00698</b>	2019-09-16	Meeting Minutes – Ketchum City Council Regular Meeting held September 16, 2019.

		<b><i>DESCRIPTION OF EXHIBITS AND DOCUMENTS</i></b>
<b>M-5</b> <b>00699-00709</b>	2019-10-07	Meeting Minutes – Ketchum City Council Regular Meeting held October 7, 2019.
<b>M-6</b> <b>00710-00718</b>	2019-12-02	Meeting Minutes – Ketchum City Council Regular Meeting held December 2, 2019.
<b>M-7</b> <b>00719-00726</b>	2020-01-21	Meeting Minutes – Ketchum City Council Special Meeting held January 21, 2020.
<b>M-8</b> <b>00727-00736</b>	2020-02-03	Meeting Minutes – Ketchum City Council Regular Meeting held February 3, 2020.
<b>M-9</b> <b>00737-00743</b>	2020-02-24	Meeting Minutes – Ketchum P&Z – Design Review Hearing held February 24, 2020.
<b>M-10</b> <b>00744-00750</b>	2020-03-09	Meeting Minutes – Ketchum P&Z Meeting held March 9, 2020.
<b>M-11</b> <b>00751-00755</b>	2020-04-06	Meeting Minutes – Ketchum City Council Regular Meeting held April 6, 2020.
<b>M-12</b> <b>00756-00762</b>	2020-09-28	Meeting Minutes – Ketchum P&Z Special Meeting held September 28, 2020.
<b>M-13</b> <b>00763-00768</b>	2020-10-27	Meeting Minutes – Ketchum P&Z Special Meeting held October 27, 2020.
<b>M-14</b> <b>00769-00774</b>	2020-10-27	Meeting Minutes – AMENDED AND REFORMED Ketchum P&Z Special Meeting held October 27, 2020.
<b>M-15</b> <b>05404-05409</b>	2020-11-10	Meeting Minutes – Ketchum P&Z Regular Meeting November 10, 2020.
<b>M-16</b> <b>05410-05414</b>	2020-12-15	Meeting Minutes - Ketchum P&Z Regular Meeting December 15, 2020.
<b>M-17</b> <b>05745-05750</b>	2020-12-22	Meeting Minutes - Ketchum P&Z Regular Meeting December 22, 2020.
<b>M-18</b> <b>05751-05757</b>	2021-02-01	Meeting Minutes – Ketchum City Council Regular Meeting held February 1, 2021.
<b>M-19</b> <b>05758-05763</b>	2021-02-16	Meeting Minutes – Ketchum City Council Regular Meeting held February 16, 2021.

<b>DESCRIPTION OF EXHIBITS AND DOCUMENTS</b>		
<b>M-20</b> <b>05862-05863</b>	2021-11-30	Meeting Minutes – Ketchum P&Z Regular Meeting held November 30, 2021.
<b>M-21</b> <b>05864-05866</b>	2022-06-14	Meeting Minutes – Ketchum P&Z Regular Meeting held June 14, 2022.
<b>M-22</b> <b>05867-05871</b>	2023-03-28	Meeting Minutes – Ketchum P&Z Regular Meeting held March 28, 2023.
<b>M-23</b> <b>05872-05875</b>	2023-04-11	Meeting Minutes – Ketchum P & Z Meeting held April 11, 2023
<b>M-24</b> See footnote 1 on page 1. Bate stamp # will be added.	2023-05-15	Meeting Minutes – Ketchum City Council Meeting held May 15, 2023.
<b>M-25</b> See footnote 1 on page 1. Bate stamp # will be added.	2023-06-12	Meeting Minutes _ Ketchum City Council Meeting held June 12, 2023.
<b>Miscellaneous Documents identified with the prefix “MD”</b>		
<b>MD-1</b> <b>00775</b>	Undated	Aerial GID Photo of the subject 3 parcels for lot line readjustment.
<b>MD-2</b> <b>00776-00783</b>	Undated	MD-5 Images Documents include: <ul style="list-style-type: none"> <li>• Aerial photo of Site Location</li> <li>• Sketch of Highway 75 side of proposed hotel</li> <li>• Photo of River St. and Main St. Sign and northwest corner of subject real property.</li> <li>• Photo Site Posting on Main St. looking toward Highway 75</li> <li>• Photo Site Posting on Main St. looking interior subject real property</li> <li>• Photo Site Posting on River St. Side on building close in</li> <li>• Photo Site Posting on River St. farther out depicts most of the building</li> <li>• Aerial photo with outline of site location in dashed yellow lines</li> </ul>

		<b><i>DESCRIPTION OF EXHIBITS AND DOCUMENTS</i></b>
<b>MD-3</b> <b>00784-00785</b>	Undated	Impact Fee Estimate Excel sheet.
<b>MD-4</b> <b>00786</b>	Undated	Main St. Access aerial photo re: Main St. Access Layout.
<b>MD-5</b> <b>00787-00807</b>	2001-11-05	City Council Resolution 807 Cooperative Agreement with ITD November 5, 2001.
<b>MD-6</b> <b>00808</b>	2003-07-29	2003 Ketchum Road Functional Classification Update Map Galena Engineering Inc. Drawn KMJ – July 29, 2003 #1318-129.
<b>MD-7</b> <b>00809-00817</b>	2019-06-24	Agreement with AECOM as Independent Contractor dated June 24, 2019 Traffic Impact Study for Marriott Autograph Hotel
<b>MD-8</b> <b>00818</b>	2019-07-15	Review of Ketchum Boutique Hotel Project by James Joyner Sr. Regulatory Project Manager US Army Corps of Engineers dated July 15, 2019
<b>MD-9</b> <b>00819</b>	2019-07-25	Building Exhibit Map, dated July 25, 2019, Galena Engineering, Inc.
<b>MD-10</b> <b>00820-00826</b>	2019-07-29	Staff PEG Boutique Hotel July 29, 2019 Power Point presentation consisting of 7 items.
<b>MD-11</b> <b>00827</b>	2019-07-29	Jpg. View 1 of the northwest corner of proposed hotel project for July 29 and 30, 2019 hearing.
<b>MD-12</b> <b>00828</b>	2019-07-29	Jpg. View 2 of the northeast corner on River St. of proposed hotel project or July 29 and 30, 2019 hearing.
<b>MD-13</b> <b>00829</b>	2019-07-29	Public Amenity Exhibit list of goals but undated and not signed nor dated and no identification of the author. With the documents for the July 29, 2019 hearing before Planning and Zoning.
<b>MD-14</b> <b>00830-00837</b>	2019-07-30	Staff PEG Boutique Hotel July 30, 2019 Power Point presentation consisting of 8 items.
<b>MD-15</b> <b>00838</b>	2019-08-07	Parametrix Engineering by Todd Johnson, PE - August 7, 2019.

		<b><i>DESCRIPTION OF EXHIBITS AND DOCUMENTS</i></b>
<b>MD-16 00839-00840</b>	2020-02-05	Clerk’s Certificate of Service on PEG Ketchum Hotel, LLC and Nick Blayden the Findings of Fact, Conclusions of Law, Order of Decision of the City Council of February 3, 2020 on February 5, 2020.
<b><u>Notices, Agenda and Service of Notice Documents identified with the prefix “N”</u></b>		
<b>N-1 00841-00848</b>	undated	Mailing List of Property Owners within 300’ of PEG Hotel.
<b>N-2 00849-00850</b>	Undated	Mailing List of the Political Subdivisions, County and state agencies.
<b>N-3 00851</b>	Undated	1. IME Legal Ad Joint Notice of Add
<b>N-4 00852</b>	Undated	1 IME Legal Ad Joint Public Notice
<b>N-5 00853-00860</b>	Undated	Design Review Mailing List for notice
<b>N-6 00861-00863</b>	Undated	4 Parcel Number Mailing List documents and Blaine County 300 Foot Adjoiner Map depicting Roads, Selected Parcel depicted in red and 300 Ft. Adjoiners depicted in orange.
<b>N-7 00864-00867</b>	Undated	Master Mailing List ARC 3 parcels co
<b>N-8 00868-00869</b>	Undated	251 E. River St. Mail List
<b>N-9 00870</b>	Undated	260 E. River Mail List
<b>N-10 00871-00872</b>	Undated	260 E. River St. 300 Foot Adjoiner Map
<b>N-11 00873</b>	Undated	280 E. River St. 300 Foot Adjoiner Map



		<b><i>DESCRIPTION OF EXHIBITS AND DOCUMENTS</i></b>
<b>N-12</b> <b>00874</b>	Undated	280 E. River St. Mail List
<b>N-13</b> <b>00875</b>	Undated	Map 3 Lots Combined depicting 300 ft. circle
<b>N-14</b> <b>00876-00877</b>	Undated	Political Subdivision Mailing Labels
<b>N-15</b> <b>00878</b>	2019-07-10	Pre-Design Review Noticing Checklist/Certification File No. <u>P19-061</u> for July 29, 2019 meeting date. Dated and signed by Maureen Puddicombe on July 10, 2019.
<b>N-16</b> <b>00879</b>	2019-07-10	Floodplain Overlay Noticing Checklist/Certification <u>P19-062</u> dated and signed by Maureen Puddicombe on July 10, 2019.
<b>N-17</b> <b>00880</b>	2019-07-10	Lot Line Shift Noticing Checklist/Certification <u>P19-064</u> dated and signed by Maureen Puddicombe on July 10, 2019.
<b>N-18</b> <b>00881-00882</b>	2019-07-19	PUD Conditional Use Permit Noticing Checklist/Certification <u>P19-063</u> dated and signed by Maureen Puddicombe on July 19, 2019 with a picture of Posted Notice.
<b>N-19</b> <b>00883-00885</b>	2019-07-19	Development Agreement Noticing Checklist/Certification P19-063 dated and signed by Maureen Puddicombe on July 19, 2019 with a picture of Posted Notice.
<b>N-20</b> <b>00886-00890</b>	2019-07-19	Noticing Checklist/Certification <u>P19-063</u> PUD P & Z for Meeting on July 29, 2019 Signed by Maureen Puddicombe on July 19, 2019
<b>N-21</b> <b>00891-000905</b>	2019-07-19	Noticing Checklist/Certification <u>P19-065</u> PUD P & Z for Meeting on July 29, 2019 Signed by Maureen Puddicombe July 19, 2019
<b>N-22</b> <b>00906-00907</b>	2019-07-10	Affidavit of Publication dated July 10, 2019 for July 29, 2019 P&Z Hearing.
<b>N-23</b> <b>00908</b>	2019-07-29	Notice of Hearing draft for July 29, 2019 for PEG Ketchum Hotel LLC application readjustment of lot lines, subdivision application, with Floodplain/Waterways Design Review overlay
<b>N-24</b> Duplicate of N-23 <b>00908</b>	2019-07-29	Notice of Hearing draft for July 29, 2019 for PEG Ketchum Hotel LLC application readjustment of lot lines, subdivision application, with Floodplain/Waterways Design Review overlay.

		<b>DESCRIPTION OF EXHIBITS AND DOCUMENTS</b>
<b>N-25</b>  <b>00909-00910</b>	2019-07-29	Notice of Special Meeting of the Planning and Zoning Commission July 29, 2019 for Ketchum Boutique Hotel Pre-Application Design Review, Planned Unit Development, Conditional Use Permit, Development Agreement, Readjustment of Lot Lines, and Floodplain Development. Also includes Concept Sketch, and Aerial Photo Site Location.
<b>N-26</b>  <b>00911-00912</b>	2019-07-29	Mailing Notice – Ketchum Planning & Zoning, July 29, 2019.
<b>N-27</b>  <b>00913-00927</b>	2019-07-29	<p>Notice of Public Hearing before Planning and Zoning Commission July 29, 2019 including</p> <ul style="list-style-type: none"> <li>• Draft Notice of Public Hearing July 29, 2019 for Pre-Application Design Review, Planned Unit Development, Conditional Use Permit, Development Agreement, Readjustment of lot Lines/Lot line Shift, and Floodplain Development.</li> <li>• Mailing Notice Front Page Public Notice of Public Hearing</li> <li>• Mailing Notice Back Page Public Notice of Public Hearing Concept Sketch with Aerial Photo Site Location</li> <li>• Special Meeting Ketchum Boutique Hotel Display Ad</li> <li>• PUD Conditional Use Permit Noticing Checklist/Certification P19-063 dated and signed Maureen Puddicombe July 19, 2019</li> <li>• Development Agreement Noticing Checklist / Certification P19-065 dated and signed Maureen Puddicombe July 19, 2019</li> <li>• Pre-Design Review Noticing Checklist / Certification P19-061 dated and signed Maureen Puddicombe July 10, 2019</li> <li>• Floodplain Overlay Noticing Checklist / Certification P19-062 dated and signed Maureen Puddicombe July 10, 2019</li> <li>• Lot Line Shift Noticing Checklist / Certification P19-064 dated and signed Maureen Puddicombe July 10, 2019</li> <li>• Political Subdivisions Mailed list</li> <li>• Property Owners within 300’ Mailed List</li> </ul>

		<b><i>DESCRIPTION OF EXHIBITS AND DOCUMENTS</i></b>
		<ul style="list-style-type: none"> <li>• Photo of Posted Notices</li> </ul>
<b>N-28</b> <b>00928</b>	2019-07-29	Display Ad Ketchum Boutique Hotel Special Meeting Planning and Zoning Commission July 29, 2019.
<b>N-29</b> <b>00929-00943</b>	2019-07-29	Ketchum Boutique Hotel PEG Development Public Hearings July 29 and 30, 2019 notice with Application Sequence and Relationships flow chart and Agenda & Applications and PUD Purpose, intent, waivers and Questions Page.
<b>N-30</b> <b>00944-01286</b>	2019-07-29	<p>Planning and Zoning Agenda Special Meeting of July 29, 2019 full packet consisting of:</p> <ul style="list-style-type: none"> <li>• Agenda Notice of meeting with public hearing on Ketchum Boutique Hotel and action items including <ul style="list-style-type: none"> <li>✓ Floodplain Development and Waterways Design Review</li> <li>✓ Lot Line Shift Application</li> <li>✓ Pre-Design Review Application</li> <li>✓ Planned Unit Development/Conditional Use Permit</li> <li>✓ Development Agreement</li> </ul> </li> <li>• Staff Report and attachments re: all applications and notification compliance documents</li> <li>• E-mail from James Joyner dated July 15, 2019 notification that a 404 Clean Water Act permit may be needed due to adjacent Tail Creek wetlands</li> <li>• Ketchum Fire Department Preapplications Requirements from Tom Ancona, Assistant Chief &amp; Fire Marshal dated June 24, 2019</li> <li>• Public notice documents, community survey responses &amp; Public Comment</li> <li>• Proposed Findings of Fact, Conclusions of Law and Recommendations.</li> </ul>
<b>N-31</b> <b>01287-01288</b>	2019-08-28	Public Notice - Public Hearing Meeting of the Ketchum City Council for September 19, 2019 dated August 28, 2019. Notice with Concept Sketch and Aerial Photo Site Location For Planned Unit Development, Conditional Use Permit, Readjustment of Lot Lines/Lot Line Shift and Development Agreement.
<b>N-32</b> Duplicate of N-31 <b>01287-01288</b>	2019-08-28	Public Notice - Public Hearing Meeting of the Ketchum City Council for September 19, 2019 dated August 28, 2019. Notice with Concept Sketch and Aerial Photo Site Location For Planned

		<b><i>DESCRIPTION OF EXHIBITS AND DOCUMENTS</i></b>
		Unit Development, Conditional Use Permit, Readjustment of Lot Lines/Lot Line Shift and Development Agreement.
<b>N-33</b> <b>01289-01290</b>	2019-08-28	Affidavit of Publication dated August 28, 2019 for September 16, 2019 Ketchum City Council Public Hearing
<b>N-34</b> <b>01291</b>	2019-08-28	Pre-Design Review P19-061 Noticing Checklist/Certification for September 16, 2019 meeting date mailed August 28, 2019 dated and signed Maureen Puddicombe Planning Technician August 28, 2019.
<b>N-35</b> Duplicate of N-34 <b>01291</b>	2019-08-28	Pre-Design Review P19-061 Noticing Checklist/Certification for September 16, 2019 meeting date mailed August 28, 2019 dated and signed Maureen Puddicombe Planning Technician August 28, 2019.
<b>N-36</b> <b>01292</b>	2019-08-28	Floodplain Overlay P19-062 Noticing Checklist/Certification for September 16, 2019 meeting date mailed August 28, 2019 dated and signed Maureen Puddicombe Planning Technician August 28, 2019.
<b>N-37</b> <b>01293</b>	2019-08-28	Floodplain Overlay P19-062 Noticing Checklist/Certification for September 16, 2019 meeting date mailed August 28, 2019 dated and signed Maureen Puddicombe Planning Technician August 28, 2019.
<b>N-38</b> <b>01294</b>	2019-08-28	Lot Line Shift P19-064 Noticing Checklist/Certification for September 16, 2019 meeting date mailed August 28, 2019 dated and signed Maureen Puddicombe Planning Technician August 28, 2019.
<b>N-39</b> <b>01295-01296</b>	2019-08-28	C-1.2 pdf: Public Notice -Public Hearing before City Council for September 19, 2019 /Pre-Application Design Review, Planned Unit Development, Conditional Use Permit, Development Agreement, Readjustment of Lot Lines and Floodplain Development. Notice dated August 28, 2019. With Concept Sketch, Aerial Photo of Site Location
<b>N-40</b> <b>01297-01298</b>	2019-09-05	C-1.3 pdf: Public Notice -Public Hearing before City Council for September 16, 2019 and Monday October 7, 2019 /Pre-Application Design Review, Planned Unit Development, Conditional Use Permit, a Readjustment of Lot Lines/Lot Line Shift, and Development Agreement. Notice dated September 5, 2019. With Concept Sketch, Aerial Photo of Site Location

		<b><i>DESCRIPTION OF EXHIBITS AND DOCUMENTS</i></b>
<b>N-41</b> Duplicate of N-40 <b>01297-01298</b>	2019-09-05	Public Notice of Public Hearing Meeting City Council for September 16, 2019 and October 7, 2019 re: Ketchum Boutique Hotel, Design Review, Planned Unit Development, Conditional Use Permit, Development Agreement, Readjustment of Lot Lines, and Floodplain Development. Dated September 5, 2019. Together with Concept Sketch and Aerial Photo Site Location.
<b>N-42</b> Duplicate of N-40 & N-41 <b>01297-01298</b>	2019-09-05	Public Notice of Public Hearing Meeting City Council for September 16, 2019 and October 7, 2019 re: Ketchum Boutique Hotel, Design Review, Planned Unit Development, Conditional Use Permit, Development Agreement, Readjustment of Lot Lines, and Floodplain Development. Dated September 5, 2019. Together with Concept Sketch and Aerial Photo Site Location.
<b>N-43</b> <b>01299</b>	2019-09-11	C-1.5 pdf: Noticing Checklist/Certification for P19-063 for City Council meeting dates 9-16-19 and 10-7-19 signed by Maureen Puddicombe Planning Technician September 11, 2019.
<b>N-44</b> <b>01300</b>	2019-09-11	C-1.6 pdf: Noticing Checklist/Certification for P19-065 for City Council meeting dates 9-16-19 and 10-7-19 signed by Maureen Puddicombe Planning Technician September 11, 2019.
<b>N-45</b> Duplicate of N-43 <b>01299</b>	2019-09-11	C-1.10 pdf: Noticing Checklist/Certification for P19-063 for City Council meeting dates 9-16-19 and 10-7-19 signed by Maureen Puddicombe Planning Technician September 11, 2019.
<b>N-46</b> <b>01300</b>	2019-09-11	Development Agreement P19-065 Noticing Checklist/Certification for September 16, 2019 and October 7, 2019 meeting dates dated and signed Maureen Puddicombe Planning Technician September 11, 2019.
<b>N-47</b> Duplicate of N-46 <b>01300</b>	2019-09-11	Development Agreement P19-065 Noticing Checklist/Certification for September 16, 2019 and October 7, 2019 meeting dates dated and signed Maureen Puddicombe Planning Technician September 11, 2019.
<b>N-48</b> <b>01301</b>	2019-09-11	Planned Unit Development P19-063 Noticing Checklist/Certification for September 16, 2019 and October 7, 2019 meetings 19 dated and signed Maureen Puddicombe Planning Technician September 11, 2019.
<b>N-49</b> Duplicate of N-48 <b>01301</b>	2019-09-11	Planned Unit Development P19-063 Noticing Checklist/Certification for September 16, 2019 and October 7, 2019 meetings 19 dated and signed Maureen Puddicombe Planning Technician September 11, 2019.

		<b><i>DESCRIPTION OF EXHIBITS AND DOCUMENTS</i></b>
<b>N-50</b> <b>01302</b>	2019-09-16	Draft Notice of Public Hearing Planning and Zoning Commission for City Council public hearing September 16, 2019 draft.
<b>N-51</b> Duplicate of N-50 <b>01302</b>	2019-09-16	Draft Notice of Public Hearing Planning and Zoning Commission for City Council public hearing September 16, 2019 draft.
<b>N-52</b> <b>01303-01304</b>	2019-09-16	Notice of Public Hearing for Monday September 16, 2019 before the Ketchum City Council for PUD, Readjustment of Lot Lines/Lot Line Shift, Development Agreement.
<b>N-53</b> <b>01305-01306</b>	2019-09-18	Public Notice Public Hearing Meeting City Council October 7, 2019 PEG Ketchum Hotel LLC Design Review, Planned Unit Development, Conditional Use Permit, Development Agreement, Readjustment of Lot Lines, and Floodplain Development. Dated September 18, 2019 with Concept Sketch and Aerial Photo of Site Location.
<b>N-54</b> Duplicate of N-53 <b>01305-01306</b>	2019-09-18	Public Notice Public Hearing Meeting City Council October 7, 2019 PEG Ketchum Hotel LLC Design Review, Planned Unit Development, Conditional Use Permit, Development Agreement, Readjustment of Lot Lines, and Floodplain Development. Dated September 18, 2019 with Concept Sketch and Aerial Photo of Site Location.
<b>N-55</b> <b>01307-01308</b>	2019-09-18	Affidavit of Publication dated September 18, 2019 for October 7, 2019 Ketchum City Council Hearing.
<b>N-56</b> Duplicate of N-53 & N-54 <b>01305-01306</b>	2019-09-18	C-1.7 pdf: Public Notice -Public Hearing before City Council for October 7, 2019 Design Review, Planned Unit Development, Conditional Use Permit, Development Agreement, Readjustment of Lot Lines, and Floodplain Development. Dated September 18, 2019 with Concept Sketch, Aerial Photo of Site Location.
<b>N-57</b> <b>01309</b>	2019-09-30	C-1.11 pdf: Noticing Checklist/Certification for P19-063 to 065 for City Council meeting dates 9-16-19 and 10-7-19 signed by Maureen Puddicombe Planning Technician September 30, 2019.
<b>N-58</b> <b>01310</b>	2019-09-30	PUD/CUP Lot Line Shift Development Agreement P19-063, 064 and 065 Noticing Checklist/Certification for October 7, 2019 meetings dated and signed Maureen Puddicombe Planning Technician September 30, 2019.

		<b><i>DESCRIPTION OF EXHIBITS AND DOCUMENTS</i></b>
<b>N-59</b> <b>01311</b>	2019-09-30	PUD/CUP Lot Line Shift Development Agreement P19-063, 064 and 065 Noticing Checklist/Certification for October 7, 2019 meetings dated and signed Maureen Puddicombe Planning Technician September 30, 2019.
<b>N-60</b> <b>01312-01313</b>	2019-12-02	City Council Agenda Notice for December 2, 2019 with action item for the proposed Ketchum Boutique Hotel applications for Planned Unit Development, Conditional Use Permit, and Development Agreement Hearings.
<b>N-61</b> <b>01314-01315</b>	2020-02-05	Public Hearing Notice Planning and Zoning Commission February 24, 2020 Ketchum Boutique Hotel Design Review dated February 5, 2020 with Concept Sketch and Aerial Photo of Site Location.
<b>N-62</b> <b>01316</b>	2020-02-05	Design Review Noticing Checklist/Certification P19-061 for hearing date February 24, 2020 dated and signed by Maureen Puddicombe February 5, 2020.
<b>N-63</b> <b>01317</b>	2020-02-05	Affidavit of Publication dated February 5, 2020 for February 24, 2020 P&Z Commission Special Hearing.
<b>N-64</b> <b>01318</b>	2020-02-21	Notice of Posting of Agenda for February 24, 2020 Special meeting of Ketchum Planning and Zoning dated and signed Maureen Puddicombe Planning Technician February 21, 2020.
<b>N-65</b> Duplicate of N-64 <b>01318</b>	2020-02-21	Notice of Posting of Agenda for Planning and Zoning of February 24, 2020 Certified February 21, 2020 Maureen Puddicombe Planning Technician
<b>N-66</b> <b>01319</b>	2020-02-24	Draft Notice of Special Meeting for Public Hearing Ketchum Planning and Zoning for Design Review February 24, 2020 hearing.
<b>N-67</b> <b>01320</b>	2020-02-24	Notice for Ketchum Planning & Zoning Commission Special Meeting Ketchum Boutique Hotel Design Review February 24, 2020 just with picture of the proposed hotel.
<b>N-68</b> <b>01321-01322</b>	2020-09-09	Joint Public Notice of Additional Public Hearings on Remand from the City Council before the Ketchum Planning and Zoning Commission, dated September 9, 2020, for the September 28, 2020 Hearing.
<b>N-69</b> <b>01323-01324</b>	2020-09-09	Affidavit of Publication dated September 9, 2020 for September 28, 2020 Joint Public Notice of Additional Public Hearing on

		<b><i>DESCRIPTION OF EXHIBITS AND DOCUMENTS</i></b>
		Remand before Ketchum City Council and Ketchum Planning and Zoning.
<b>N-70 01325</b>	2020-09-10	Design Review-Floodplain Development Permit, Planned Unit Development, Lot Line Adjustment Conditional Use Permit - Permit Conditions Acceptance Agreement Noticing Checklist/Certification P19-062, 063, 064, 069 and P20-015. Hearing Date September 28, 2020 dated and signed Maureen Puddicombe on September 10, 2020.
<b>N-71 05415</b>	2021-01-25	Noticing Checklist/Certification for P20-015, P20-069, P19-062, P19-063, P19-064 for City Council meeting date 2-1-21 signed by Maureen Puddicombe Planning Technician January 25, 2021
<b>N-72 05416-05417</b>	2021-01-25	Affidavit of Publication dated January 13, 2021 for the February 1, 2021 Ketchum City Council Hearing.
<b>N-73 05876</b>	2021-11-30	Planning and Zoning Agenda Notice of Regular Meeting of November 30, 2021 - Agenda Notice of Meeting on Ketchum Boutique Hotel and action items include: <ul style="list-style-type: none"> <li>➤ Recommendation to review the Pre-Application Design Review Permit (P-20-019) for PEG Hotel, LLC</li> <li>➤ Staff Report and attachments</li> </ul>
<b>N-73A 05877</b>	2021-11-30	Notice of Public Meeting for November 30, 2021 – P&Z on Ketchum Boutique Hotel
<b>N-74 05878-05879</b>	2021-11-30	Affidavit of Publication for P&Z meeting for November 30, 2021 meeting
<b>N-75 05880</b>	2021-11-30	Noticing Checklist/Certification for P&Z meeting for November 30, 2021
<b>N-76 05881-05882</b>	2022-06-14	Planning and Zoning Agenda Regular Meeting of June 14, 2022 - Agenda Notice of Meeting on Ketchum Boutique Hotel and action items include: <ul style="list-style-type: none"> <li>➤ Recommendation to conduct a Public Hearing and review and approve Design Review Application P22-028 for the PEG Ketchum Boutique Hotel to provide a decision on the Design Review Application and continue to the hearing to a date specific to review and approve Findings of Fact, Conclusions of Law and Decision and to review</li> </ul>



		<b><i>DESCRIPTION OF EXHIBITS AND DOCUMENTS</i></b>
		and make recommendations to the City Council on the Permit Conditions Acceptance Development Agreement.
<b>N-76A</b> <b>05883-05884</b>	2022-06-14	Notice of Public Meeting for June 14, 2022 – P&Z on Ketchum Boutique Hotel
<b>N-77</b> <b>05885</b>	2022-06-14	Affidavit of Publication for P&Z meeting 06-14-2022
<b>N-78</b> <b>05886</b>	2022-06-14	Noticing Checklist/Certification for P&Z meeting 06-14-2022
<b>N-79</b> <b>05887-05888</b>	2023-03-28	Planning and Zoning Agenda Regular Meeting of March 28, 2023 - Agenda Notice of Meeting on Ketchum Boutique Hotel and action items include: <ul style="list-style-type: none"> <li>➤ Recommendation to conduct a public hearing to approve findings of fact, conclusions of law and conditions of approval for design review permit P22-028, review and recommendation on Permits Conditions Acceptance Development Agreement and review and recommendation to amend PUD /CUP P19-063 for the PEG Ketchum Hotel or Ketchum Tribute Hotel.</li> </ul>
<b>N-79A</b> <b>05889-05890</b>	2023-03-28	Notice of Public Meeting for March 28, 2023 – P&Z on Ketchum Boutique Hotel
<b>N-80</b> <b>05891-05892</b>	2023-03-28	Affidavit of Publication for P&Z meeting 03-28-2023
<b>N-81</b> <b>05893</b>	2023-03-28	Noticing Checklist Certification for P&Z meeting 03-28-2023
<b>N-82</b> <b>05894-05895</b>	2023-04-11	Planning and Zoning Agenda Regular Meeting of April 11, 2023 - Agenda Notice of Meeting on Ketchum Boutique Hotel and action items include:

		<b><i>DESCRIPTION OF EXHIBITS AND DOCUMENTS</i></b>
		➤ Recommendation to approve Planning and Zoning Commission determination and recommendation on PEG Permits Conditions Acceptance Development Agreement, Recommendation to approve Planning and Zoning Commission determination and recommendation on amendment to PEG PUD/CUP P19-063.
<b>N-83 05896-05898</b>	2023-05-15	City Council Regular Meeting Agenda of May 15, 2023 Public Hearing and review and act on the Planning and Zoning Commission’s Recommendation of approval of the Permits Conditions Acceptance Development Agreement No. 22847 and Amendment to PUD/CUP P 19-063 For PEG Ketchum Hotel
<b>N-84 05899</b>	2023-05-15	Notice of Public Meeting for May 15, 2023 – Ketchum City Council on Ketchum Boutique Hotel
<b>N-85 05900-05901</b>	2023-05-15	Affidavit of Publication for City Council meeting of May 15, 2023
<b>N-86 05902</b>	2023-05-15	Noticing Checklist/Certification for City Council meeting of May 15, 2023
<b>N-87 See footnote 1 on page 1 Bate stamp # will be added.</b>	2023-06-12	City Council Regular Meeting Agenda of June 12, 2023 Approval of the Final Master Compiled Record of Proceedings and Findings of Fact, Conclusions of Law and Order of Decision on Amendment PUD/CUP P 19-063 For PEG Ketchum Hotel.
<b>ORDER documents identified with prefix “O”</b>		
<b>O-1 01326-01329</b>	2020-04-06	City Council Order Suspending the Planning and Zoning Commission’s Findings of Fact, Conclusions of Law and Decision and Directing An Additional Hearing Before the Commission dated April 6, 2020.
<b>O-2 01330-01333</b>	2020-04-06	P19-062 Floodplain Development Permit: City Council Order Vacating Findings of Fact, Conclusions of Law and Decision of the City Council and Remanding the Application to the Planning

		<b><i>DESCRIPTION OF EXHIBITS AND DOCUMENTS</i></b>
		and Zoning Commission For Further Proceedings dated April 6, 2020.
<b>O-3</b> <b>01334-01336</b>	2020-04-06	P19-063 Order Vacating Findings of Fact, Conclusions of Law, Order of Decision of the City Council and Remanding the Applications to the Planning and Zoning Commission for Further Proceedings. Dated and signed by Mayor Bradshaw April 6, 2020.
<b>O-4</b> <b>01337-01339</b>	2020-04-06	P19-064 Lot Line Adjustment: City Council Order Vacating Findings of Fact, Conclusions of Law and Decision of the City Council and Remanding the Application to the Planning and Zoning Commission for Further Proceedings dated April 6, 2020.
<b>O-5</b> Duplicate of O-4 <b>01337-01339</b>	2020-04-06	P19-064 Order Vacating Findings of Fact, Conclusions of Law, and Decision of the City Council and Remanding the Application to the Planning and Zoning Commission for Further Proceedings. Dated and signed by Mayor Bradshaw April 6, 2020.
<b>O-6</b> Duplicate of F-17 <b>05851-05856</b>	2023-03-28	P22-028 Planning and Zoning Commissioners’ Findings of Fact, Conclusions of Law and Conditions of Approval for Design Review Permit.
<b>O-7</b> Duplicate of F-18 <b>05857-05861</b>	2023-03-28	P19-063 Planning and Zoning Commissioners’ Findings of Fact, Conclusions of Law and Order of Decision to amend PUD/CUP P19-063 for the PEG Ketchum Hotel or Ketchum Tribute Hotel.
<b>O-8</b> Duplicate of F-19 <b>See footnote 1 on page 1. Bate stamp # will be added.</b>	2023-04-11	City Council Findings of Fact, Conclusions of Law and Order of Decision on Amendment PUD/CUP P 19-063 For PEG Ketchum Hotel.
<b>O-9</b> Duplicate of F-20 <b>See footnote 1 on page 1. Bate stamp # will be added</b>	2023-06-12	Order of Approval of the Final Master Complied Record of Proceedings and Findings of Fact, Conclusions of Law and Findings of Fact, Conclusions of Law and Order of Decision on Amendment PUD/CUP P 19-063 For PEG Ketchum Hotel.
<b>Project Design documents identified with prefix “PD”</b>		
<b>PD-1</b>	Undated	Ketchum Boutique Hotel Tribute Portfolio with Brad DNA, Site Analysis, Height Analysis-Gateway Study Recommendation and

		<b><i>DESCRIPTION OF EXHIBITS AND DOCUMENTS</i></b>
<b>01340-01393</b>		Gateway Study Previous Submittal, Massing Study, Massing Study Resolution, Compatibility Views, Material Pallet, Floor Plans, Exterior Elevations, Landscape, Public Way Improvements, Civil, Waivers, Traffic Study, Staking Scheme, Fog Plane, Building Sections, Floor Area Ratio, Traffic Mitigation
<b>PD-2</b> <b>01394-01395</b>	Undated	Illustration A.png includes preferred alternative Typical Sections: Elkhorn Road to River Street.
<b>PD-3</b> <b>01396</b>	Undated	C-2.2 Top Ten-Project Updates PEG Companies AJC Architects Tribute Portfolio [cover sheet]
<b>PD-4</b> <b>01397</b>	2019-07-29	Elevated views in downtown Ketchum Private and Public map with legend. With the documents for the July 29, 2019 hearing before Planning and Zoning.
<b>PD-5</b> <b>01398-01400</b>	2019-07-29	Added Value of Rooftop bar public amenity document and with 6 photos of views. With the documents for the July 29, 2019 hearing before Planning and Zoning.
<b>PD-6</b> <b>01401-01454</b>	2019-07-29	Ketchum Boutique Hotel July 29, 2019 Materials including introduction, Site Analysis, Height Analysis- Gateway Study Recommendation, Massing Study, Compatibility views, material pallet, Floor Plans, Exterior Elevations, Site Design, Landscape, Public Way Improvements, CIVIL, Waivers, Height Analysis- Contextual Elevations, Invisible Plane, Traffic Study, Staking Scheme, Fog Plane, Building Sections, Floor Area Ratio, Traffic Mitigation.
<b>PD-7</b> <b>01455-01500</b>	2019-09-20	Ketchum Tribute Design Update September 20, 2019 by AJC Architects PEG Companies.
<b>PD-8</b> <b>01501-01531</b>	2019-10-01	Ketchum Tribute Design Update October 1, 2019 by AJC Architects PEG Companies.
<b>PD-9</b> Duplicate of PD-8 <b>01501-01531</b>	2019-10-01	Ketchum Tribute Design Update October 1, 2019 by AJC Architects PEG Companies.
<b>PD-10</b> <b>001532</b>	2019-10-29	AJC Architects Landscape Plan dated October 29, 2019

		<b><i>DESCRIPTION OF EXHIBITS AND DOCUMENTS</i></b>
<b>PD-11</b> <b>01533-01577</b>	2019-12-02	Ketchum Tribute Proposed Hotel Project Design Update December 2, 2019 AJC Architects.
<b>PD-12</b> <b>01578-01646</b>	2020-01-21	P19-063 Ketchum Tribute Proposed Hotel Project Design Update January 21, 2020 AJC Architects
<b>PD-13</b> <b>01647-01656</b>	2020-02-17	Hotel Signage Plan & Elevations AJC Architects dated February 17, 2020
<b>PD-14</b> <b>01657-01711</b>	2020-09-28	Ketchum Tribute September 28, 2020 Planning Commission Update AJC Architects with Project Perspective, Process, Landscape Plan, Signage, Floor Plans including Employee Housing all levels, Exterior Elevations Perspective Renders, elevation renderings from all sides, Sustainability of Building Systems, City Code Waivers, Minimum Lot Size for PUD, Side Yard Setbacks, Floor Area Ratio, Building Height, Number of Floors, Generator Sound Attenuation, Access Limitations.
<b>PD-15</b> <b>01712-01742</b>	2020-10-16	Ketchum Tribute October 16, 2020 Planning Commission Supplemental Info with <u>Exhibit A</u> Compliance with PUD Standards, <u>Exhibit B</u> Additional Waiver Clarification, <u>Exhibit C</u> Public Benefit of Project, <u>Exhibit D</u> Trail Creek Improvements, <u>Exhibit E</u> PEG & Marriott Pandemic Precautions by AJC Architects.
<b>PD-16</b> <b>05922-05997</b>	2021-09-08	Ketchum Tribute Design Review Update Plans
<b>PD-17</b> <b>05998-05999</b>	2022-05-11	Applicant's design review updates by Dijana Allickovic of AJC Architects.
<b>PD-18</b> <b>06000-06087</b>	2022-05-27	Ketchum Tribute Design Review Application Update Plans.
<b><u>Public Comment</u></b> <b>Documents identified</b> <b>with prefix "PC"</b>		
<b>PC-1</b> <b>01743</b>	Undated	Concerned Citizens of Ketchum letter undated. Followed by an unsigned statement of someone not identified opposed to waivers/ Possibly a form.

		<b><i>DESCRIPTION OF EXHIBITS AND DOCUMENTS</i></b>
<b>PC-2 01744</b>	2019-07-00	Pat Duggan resident letter to John Gaeddert [undated but with material submitted in July of 2019].
<b>PC-3 01745</b>	2019-07-00	Mary K. Foust letter to P & Z Commission [undated but with material submitted in July of 2019].
<b>PC-4 01746</b>	2019-07-15	E-mail from James Joyner Sr., Regulatory Project Manager US Army Corps of Engineers, July 15, 2019.
<b>PC-5 01747-01752</b>	2019-07-15	Richard C. Clotfelter, property owner, letter to John Gaeddert July 15, 2019.
<b>PC-6 01753</b>	2019-07-16	E-mail from Frank and Linda Dressman July 16, 2019.
<b>PC-7 01754</b>	2019-07-16	E-mail John Sahlberg dated July 16, 2019.
<b>PC-8 01755-01756</b>	2019-07-16	Letter from Thomas & Dell-Ann Benson, property owners, to John D. Gaebbert, Director dated July 16, 2019.
<b>PC-9 01757-01794</b>	2019-07-16	Ketchum Boutique Hotel Parking Study memo discussion of by Hales Engineering dated July 16, 2019 by E. Scott Johnson.
<b>PC-10 1795-01798</b>	2019-07-17	Letter from Attorney Robert J. Adolph of the Adolph Law Group PLLC of Seattle, Washington, property owner, to John D. Gaeddert Director dated July 17, 2019.
<b>PC-11 01799-01800</b>	2019-07-17	Letter from Scott and Karen Hanson, property owner, to P & Z Commission dated July 17, 2019.
<b>PC-12 01801-01802</b>	2019-07-17	Jeffrey A. Barber letter, resident neighboring property, to John Gaeddert dated July 17, 2019.
<b>PC-13 01803-01804</b>	2019-07-18	Kevin Livingston letter property owner to John D. Gaebbert, Director dated July 18, 2019.
<b>PC-14 01805</b>	2019-07-24	John Curnow, General Manager Limelight Hotel Ketchum letter to P & Z Commissioners dated July 24, 2019.
<b>PC-15 01806-01808</b>	2019-07-26	Robert Korb Managing Member of 220 E. River Street, LLC property owner letter to Planning and Zoning dated July 26, 2019.
<b>PC-16 1809-01811</b>	2019-07-28	Steve Burnstead, Vice President Limelight Residences, letter to P & Z Commission dated July 28, 2019.

		<b><i>DESCRIPTION OF EXHIBITS AND DOCUMENTS</i></b>
<b>PC-17</b> Duplicate of PC-16 <b>01809-01811</b>	2019-07-28	Steve Burnstead, Vice President, and Eddie Poplawski, Board Member of Limelight Residences, letter to P & Z Commission dated July 28, 2019.
<b>PC-18</b> <b>01812-01820</b>	2019-07-30	Lars Guy (tenant neighboring building to the west) letter to P&Z Commission dated July 30, 2019 together with illustrations depicting height and setbacks and building mass and comparison to other hotel projects proposals.
<b>PC-19</b> <b>01821-01822</b>	2019-07-30	Alchemie by Bruce D. Hinckley, MLA Landscape Architect letter to P & Z Commission dated July 30, 2019.
<b>PC-20</b> <b>01823-01824</b>	2019-07-30	Mark Pynn, Architect, letter to Planning & Zoning Commission dated July 30, 2019.
<b>PC-21</b> <b>01825</b>	2019-07-30	Ms. Jima Rice, Ph.D., letter to P & Z Commission dated July 30, 2019.
<b>PC-22</b> <b>01826</b>	2019-08-01	E-mail from Bruce Smith to Participate dated August 1, 2019 re: height not over 74 feet.
<b>PC-22A</b> <b>01827</b>	2019-08-05	E-mail from John Gaeddert to Maureen Puddicomde dated August 5, 2019 with e-mail from Participate dated August 4, 2019 and e-mail from Mary Kay McCollum dated August 1, 2019 and E-mail from Bruce Smith to Participate dated August 1, 2019.
<b>PC-23</b> <b>01828-01829</b>	2019-08-08	E-mail from Steve Burnstead to <a href="mailto:loneeagle@littleappletech.com">loneeagle@littleappletech.com</a> dated August 8, 2019.
<b>PC-24</b> <b>01830-01832</b>	2019-08-11	Daniel Rothman (tenant neighbor to the west) to the P&Z Commission dated August 11, 2019.
<b>PC-25</b> <b>01833</b>	2019-08-21	E-mail from Steve Burnstead to Nick Blayden dated August 21, 2019.
<b>PC-26</b> <b>01834</b>	2019-08-23	E-mail from John Curnow, General Manager, Limelight Hotel Ketchum to John Gaeddert dated August 23, 2019.
<b>PC-27</b> <b>01835</b>	2019-08-23	E-mail from Steve Burnstead to Nick Blayden dated August 23, 2019.
<b>PC-28</b> <b>01836</b>	2019-08-30	E-mail from Michael Leach to Participate dated August 30, 2019.

		<b><i>DESCRIPTION OF EXHIBITS AND DOCUMENTS</i></b>
<b>PC-29 01837-01844</b>	2019-09-02	Robert Korb letter to P&Z Commission and Council as managing member of 22 East River Street, LLC dated September 2, 2019 with illustrations.
<b>PC-30 01845</b>	2019-09-04	Scott Hanson letter to City Council, part time resident and property owner dated September 4, 2019.
<b>PC-31 01846-01847</b>	2019-09-04	E-mail from John Gaeddert to Maureen Puddicombe dated September 4, 2019.
<b>PC-32 Duplicate of PC-31 01846-01847</b>	2019-09-04	E-mail from John Gaeddert to Maureen Puddicombe dated September 4, 2019 directing that she add to the records E-mail from Participates dated September 3, 2019 and including e-mail from Lisa Leach of Keller Williams Realty to Participate September 2, 2019. Subject e-mails were included.
<b>PC-33 01848-01849</b>	2019-09-04	E-mail from Neil Bradshaw to Sarah Michael dated September 4, 2019.
<b>PC-34 Duplicate of PC-33 01848-01849</b>	2019-09-04	E-mail from Sarah Michael to Neil Bradshaw dated September 4, 2019.
<b>PC-35 01850-01972</b>	2019-09-05	E-mail from Robert Adolph of The Adolph Law Group PLLC property owner to Neil Bradshaw and members of the City Council etc. dated September 5, 2019 with illustrations of the proposed hotel.
<b>PC-36 01973</b>	2019-09-08	Letter to Mayor and Council from Patricia Duncan Duggan dated September 8, 2019.
<b>PC-37 01974-02097</b>	2019-09-09	Alchemie by Bruce D. Hinckley, MLA Landscape Architect letter to P & Z Commission dated September 9, 2019.
<b>PC-38 02098-02118</b>	2019-09-09	<i>Change.org</i> letter to Mayor and Council with numerous signatures obtained from August 30, 2019 to September 9, 2019. First name on the list is Kevin Livingston and the last name is Chris Greissing.
<b>PC-39 02119</b>	2019-09-09	Comments in writing all listed from September 4, 2019 to September 9, 2019 first name on the list is Mar de Saint Phalle and last name on the list is Robert Rumer.
<b>PC-40 02120-02121</b>	2019-09-09	E-mail dated September 9, 2019 from John Gaeddert to Maureen Puddicombe that she add to the record the e-mails from John Curnow, General Manager of Limelight Hotel, Steve Burnstead



		<b><i>DESCRIPTION OF EXHIBITS AND DOCUMENTS</i></b>
		dated September 8, 2019 and Dick Clotfelter dated September 7, 2019. Subject e-mails were included.
<b>PC-41 02122-02154</b>	2019-09-09	E-mail September 9, 2019 from John Gaeddert to Maureen Puddicombe that she add to the record the e-mails from petition signatures, Resident Comments, and Mailed letter to Ketchum Residents E-mail from Suzanne Frick to Robin Crotty and John Gaeddert dated September 9, 2019. E-mail from Kevin Livingston to Neil Bradshaw and City Council dated September 9, 2019 and Document from Robert Adolph of The Adolph Law Group PLLC to the Mayor and Council. Subject E-mails were included.
<b>PC-42 02155</b>	2019-09-11	E-mail dated September 11, 2019 from John Gaeddert to Maureen Puddicombe directing to add to the record E-mail of Lisa Enourato and James Chubb E-mail of September 11, 2019. Subject e-mails were included.
<b>PC-43 02156-02157</b>	2019-10-17	Letter from Scott and Karen Hanson to Ketchum City Council dated October 17, 2019.
<b>PC-44 02158</b>	2020-03-09	Letter from Robert Korb to Ketchum Planning and Zoning Commission dated March 9, 2020.
<b>PC-45 02159-02160</b>	2020-08-25	E-mail from Dick Clotfelter to Maureen Puddicombe dated August 25, 2020; copy to the Council members.
<b>PC-46 02161</b>	2020-09-18	Letter from Robert Korb to the Mayor and City Council dated September 18, 2020.
<b>PC-47 02162-02163</b>	2020-09-18	Letter from Scott Hanson to the Ketchum Planning and Zoning Commission dated September 18, 2020.
<b>PC-48 02164-02173</b>	2020-09-22	E-mail from Kevin Livingston to Participate dated September 22, 2020 @ 10:42 AM.
<b>PC-49 02174-02176</b>	2020-09-22	E-mail from Kevin Livingston to Participate dated September 22, 2020 @ 12:36 PM.
<b>PC-50 02177-02178</b>	2020-09-23	Letter from John & Susan Sahlberg to Ketchum Planning and Zoning Commission dated September 23, 2020.
<b>PC-51 02179-02186</b>	2020-09-23	Letter from John & Susan Sahlberg to the Ketchum Planning and Zoning Commission dated September 23, 2020.
<b>PC-52 02187-02188</b>	2020-09-25	E-mail from Gina Poole to Participate dated September 25, 2020.

		<b><i>DESCRIPTION OF EXHIBITS AND DOCUMENTS</i></b>
<b>PC-53 02189-02190</b>	2020-09-28	E-mail from Susan Sahlberg to Participate dated September 28, 2020.
<b>PC-54 02191</b>	2020-09-28	E-mail from Spyder Turco to Participate dated September 28, 2020.
<b>PC-55 02192</b>	2020-09-28	E-mail from Theresa Williams to Participate dated September 28, 2020.
<b>PC-56 02193-02194</b>	2020-10-23	Letter from Robert Korb to Mayor and City Council dated October 23, 2020.
<b>PC-57 02195-02196</b>	2020-10-26	E-mail from Dick Clotfelter to Maureen Puddicombe dated October 26, 2020.
<b>PC-58 02197-02198</b>	2020-10-26	Letter from Scott Hanson to Ketchum Planning and Zoning Commission dated October 26, 2020.
<b>PC-59 02199</b>	2020-10-26	E-mail from Eric Swanson to Participate dated October 26, 2020.
<b>PC-60 02200</b>	2020-10-26	E-mail from Beverly Algen to Participate dated October 26, 2020.
<b>PC-61 02201</b>	2020-10-27	E-mail from Eileen Hansen to Participate dated October 27, 2020.
<b>PC-62 02202-02204</b>	2020-10-27	E-mail from Kevin Livingston to Participate dated October 27, 2020.
<b>PC-63 02205</b>	2020-10-27	E-mail from Robert Rudy to Participate dated October 27, 2020.
<b>PC-64 05418</b>	2020-12-22	E-mail from Robert Korb to Participate dated December 22, 2020 re: supplemental comments.
<b>PC-65 05419-05420</b>	2020-12-31	E-mail from H. Boyle to Participate dated December 31, 2020 re: change name of project from Ketchum Boutique Hotel to "Marriott."
<b>PC-66 05421</b>	2021-01-25	Letter from Scott Hanson, condominium owner, to Ketchum City Council and Mayor, dated January 25, 2021.
<b>PC-67 05422</b>	2021-01-26	Letter from Richard C. Clotfelter, resident of Limelight Hotel and Condominiums, dated January 26, 2021 to Mayor and Ketchum City Council re: proposed Tribute (Marriott) Hotel.
<b>PC-68 05423</b>	2021-01-29	Public Comment from Perry Boyle.

		<b><i>DESCRIPTION OF EXHIBITS AND DOCUMENTS</i></b>
<b>PC-69 05424</b>	2021-01-30	Public Comment from Michael Dunham.
<b>PC-70 05425--5426</b>	2021-01-31	Public Comment from Perry Boyle.
<b>PC-71 05427</b>	2021-02-01	Public Comment from Cindy Forgeon.
<b>PC-72 05903-05904</b>	2022-06-01	Letter from Richard C. Clotfelter.
<b>PC-73 05905-05907</b>	2022-06-03	Letter from Patricia Lentz Felton, SRA, CRA.
<b>PC-74 05908-05921</b>	2023-03-24	Letter from Richard C. Clotfelter and enclosures.
<b>Sign-In Sheet Documents identified with prefix "SS"</b>		
<b>SS-1 02206</b>	2019-09-16	Sign-in Sheet for September 16, 2019 City Council public hearing.
<b>SS-2 02207-02209</b>	2019-10-07	Sign-in Sheet for October 7, 2019 City Council public hearing.
<b>SS-3 02210</b>	2019-12-02	Sign-in Sheet for December 2, 2019 City Council public hearing.
<b>SS-4 02211</b>	2020-01-21	Sign-in Sheet for January 21, 2020 City Council public hearing.
<b>Staff Report Documents identified with prefix "SR"</b>		
<b>SR-1 02212-02215</b>	Undated	Attachment A JG.pdf - Staff review of proposed project.
<b>SR-2 02216-02217</b>	Undated	Attachment A 10 Revised regarding final engineering and encroachment approvals consistent with overall conceptual design set forth in Option 1.
<b>SR-3 02218-02219</b>	Undated	Attachment A 10 City Staff Analysis of River Street Encroachment Options 1 and 2.
<b>SR-4 02220-02224</b>	Undated	Ketchum Boutique Hotel Survey /Survey Monkey data summary not dated 5 pages.
<b>SR-5 02225-02228</b>	Undated	Sustainability Integration Tribute Portfolio Ketchum Idaho including Sustainability-Building Systems/Geothermal, High

		<b><i>DESCRIPTION OF EXHIBITS AND DOCUMENTS</i></b>
		Performance Building & Site, Material & Product Sustainability Assessment.
<b>SR-6 02229-02231</b>	Undated	Ketchum Boutique Hotel Staff Parking Demand Analysis as prepared by Hales Engineering.
<b>SR-7 02232-02235</b>	Undated	Project Comprehensive Plan Analysis.
<b>SR-8 02236-02304</b>	2007-06-12	City of Ketchum Mass and Scale Study for the Gateway Area June 12, 2007.
<b>SR-9 02305-02327</b>	2018-09-20	City of Ketchum Master Transportation Plan Memo from Cameron Waite, PE, PTOE and Shane Warmbrodt, EIT to Sherri Newland, PE dated September 20, 2018.
<b>SR-10 02328-02610</b>	2019-05-31	AECOM Traffic Impact Study dated May 31, 2019.
<b>SR-11 02611-02849</b>	2019-06-04	Ketchum Boutique Hotel Survey/ Survey Monkey Started June 4, 2019 with survey questions pages 1 – 239.
<b>SR-12 02850-02887</b>	2019-06-18	Hales Engineering Ketchum Hotel Parking Study Memo dated June 18, 2019 by E. Scott Johnson.
<b>SR-13 05024-05365</b>	2019-07-29	Staff Report dated July 29, 2019 to Planning and Zoning Commission regarding Floodplain Development/Waterways Design Review Permit, Preliminary Plat, pre-application Design Review, PUD Conditional Use Permit and CUP and Development Agreement and attachments.
<b>SR-14 02888-02903</b>	2019-07-29	Traffic Impact Study Hales Engineering Scott Johnson, PE, PTOE July 29, 2019.
<b>SR-15 02904-02950</b>	2019-08-12	Staff Report dated August 12, 2019 to Ketchum Planning and Zoning Commission re: Recommendation to approve proposed Development Agreement with attached Permit Conditions Acceptance Agreement draft dated 8/7/19.
<b>SR-16 02951-02953</b>	2019-08-13	Access Management Practices SH-75 Memorandum by Hales Engineering dated August 13, 2019.
<b>SR-17 02954-03398</b>	2019-09-16	Staff Report dated September 16, 2019 to the Mayor and City Council regarding Floodplain Development/Waterways Design Review Permit, Preliminary Plat, pre-application Design Review, PUD Conditional Use Permit and CUP and Development Agreement and attachments.

		<b><i>DESCRIPTION OF EXHIBITS AND DOCUMENTS</i></b>
<b>SR-18</b> <b>03399-03852</b>	2019-10-07	Staff Report dated October 7, 2019 to the Mayor and City Council regarding Floodplain Development/Waterways Design Review Permit, Preliminary Plat, pre-application Design Review, PUD Conditional Use Permit and CUP and Development Agreement and attachments.
<b>SR-19</b> <b>03853-04306</b>	2019-10-07	C-7.1 pdf and also P19-063 Staff Report (All Att... Staff Report dated October 7, 2019 addressed to Mayor Bradshaw and City Councilors with recommendation to accept the Planning and Zoning Commission's recommendations on the PEG Ketchum Hotel Planned Unit Development CUP and related applications (Project), Including <ul style="list-style-type: none"> <li>• Staff Analysis of the Project and its inter-related applications as Attachment A</li> <li>• PEG Companies submitted drawings, narratives and studies updates received by City on October 2, 2019 Attachment B</li> <li>• City Department and other expert reviews of applicant submittals Attachment C</li> <li>• Public Comments received Attachment D</li> <li>• Inter-related applications Attachment E. Including Floodplain Development/Waterways Design Review Permit, Preliminary Plant, pre-Application Design Review, PUD Conditional Use Permit and proposed Development Agreement.</li> </ul>
<b>SR-20</b> <b>04307</b>	2019-11-20	In-Group Hospitality letter signed by Joe Madera Regional Director of Operations In-Group Hospitality dated November 20, 2019. Subject on-site employee housing.
<b>SR-21</b> <b>04308</b>	2019-11-21	In-Group Hospitality letter signed by Joe Madera Regional Director of Operations In-Group Hospitality dated November 21, 2019. Subject complimentary parking (with validation).
<b>SR-22</b> <b>04309-04310</b>	2019-11-22	In-Group Hospitality letter signed by Joe Madera Regional Director of Operations In-Group Hospitality dated November 22, 2019 and first floor plan with depictions of Garage Vestibule, Trash/Loading area/Back of house corridor/Storage area/ Kitchen area.
<b>SR-23</b> <b>04311-04412</b>	2019-12-02	C-7.2 pdf. Also P19-063 - Staff Report dated December 2, 2019 addressed to Mayor Bradshaw and City Councilors with recommendation to (1) hear from the Applicant and staff on PEG's updated plans, (2) hold a public hearing and receive

		<b>DESCRIPTION OF EXHIBITS AND DOCUMENTS</b>
		<p>public testimony on new information, (3) deliberate on the Planned Unit Development CUP and (5) continue the preliminary plat and development agreement portions of the public hearing. The Staff Report Includes the following:</p> <ul style="list-style-type: none"> <li>• Link to 10/7/19 KCC Staff Report, Including Recommendations of the Ketchum Planning &amp; Zoning Commission:  <a href="https://mccmeetingspublic.blob.core.usgovcloudapi.net/ketchid-meetf374e29900a74b108ca2d3560c836ce0/ITEM-Attachment-001-3abc66dc1caf4df39a96255157b5fd32.pdf">https://mccmeetingspublic.blob.core.usgovcloudapi.net/ketchid-meetf374e29900a74b108ca2d3560c836ce0/ITEM-Attachment-001-3abc66dc1caf4df39a96255157b5fd32.pdf</a></li> <li>• Link to all public comment to the Commission (from 7/15 to 9/11):  <a href="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">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</a></li> <li>• Link to all public comment to Council (from 8/5 to present):  <a href="https://ketchumidaho.org/citycouncil/page/ketchum-boutique-hotel">https://ketchumidaho.org/citycouncil/page/ketchum-boutique-hotel</a></li> <li>• Attachments: <ul style="list-style-type: none"> <li>✓ Attachment A Staff Analysis</li> <li>✓ Attachment B PEG Ketchum Hotel, LLC Gateway Submittal Drawings, Narratives &amp; Studies with 12/2/2019 design updates</li> <li>✓ Attachment C City Department, agency &amp; peer review letters/memos, with memo from AECOM and letter from Nathan Harvill, BCHA</li> <li>✓ Attachment D Public Comment Links above referenced.</li> <li>✓ Attachment E Draft Findings of Fact, Conclusions of Law, Order of Decisions PUD and Copy of Signed P &amp; Z Findings</li> </ul> </li> </ul>
<b>SR-24 04413</b>	2019-12-19	River Street Encroachment Comparison dated 12-19-2019.
<b>SR-25 04414-04471</b>	2020-01-21	C 2.7 Staff Report Recommendation and Summary dated January 21, 2020 [Box right bottom corner of each page are marked with the first page 57 and continuing through page 62. Attachments include Attachment E.2A Draft Preliminary Plan Findings of Fact, Conclusions of Law, Order of Decision, Attachment E. 4.1 Draft Planning Unit Development Conditional Use Permit and CUP Findings of Fact, Conclusions of Law,

<b>DESCRIPTION OF EXHIBITS AND DOCUMENTS</b>		
		Order of Decision first page 80 and continuing through page 114. E.2.A Draft Findings Plat/Readjustment of Lot Lines first page 63 and continuing through page 79.
<b>SR-26</b>  <b>04472-04476</b>	2020-01-21	<p>C-7.3.pdf Staff Report dated January 21, 2020 addressed to Mayor Bradshaw and City Councilors with 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. The Staff Report Includes the following:</p> <ul style="list-style-type: none"> <li>• Attachments: <ul style="list-style-type: none"> <li>✓ Attachment A Staff Analysis</li> <li>✓ Attachment B PEG Ketchum Hotel, LLC Gateway Submittal Drawings, Narratives &amp; Studies with 12/2/2019 design updates and reference to the following link: <a href="https://ketchumidaho.org/sites/default/files/fileattachments/planning_amp_building/project/37921/2020-01-21-peg_ketchum_hotel_gateway_submittal_drawings_narratives_studies_updates.pdf">https://ketchumidaho.org/sites/default/files/fileattachments/planning_amp_building/project/37921/2020-01-21-peg_ketchum_hotel_gateway_submittal_drawings_narratives_studies_updates.pdf</a></li> <li>✓ Attachment C City Department, agency &amp; peer review letters/memos, with memo from AECOM and letter from Nathan Harvill, BCHA</li> <li>✓ Attachment D Public Comment Links :</li> </ul> </li> <li>• Link to all public comment to the Commission (from 7/15 to 9/11): <a href="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">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</a></li> <li>• Link to all public comment to Council (from 8/5 to present): <a href="https://ketchumidaho.org/citycouncil/page/ketchum-boutique-hotel">https://ketchumidaho.org/citycouncil/page/ketchum-boutique-hotel</a></li> <li>✓ Attachment E Draft Findings of Fact, Conclusions of Law, Order of Decisions PUD and Copy of Signed P &amp; Z Findings and updated 1/21/20 draft findings: <ul style="list-style-type: none"> <li>○ Draft Preliminary Plat Findings of Fact, Conclusions of Law, Order of Decision</li> <li>○ Draft Planned Unit Development Conditional Use Permit and CUP</li> </ul> </li> </ul>

		<b><i>DESCRIPTION OF EXHIBITS AND DOCUMENTS</i></b>
		Findings of Fact, Conclusions of Law, Order of Decision
<b>SR-27</b> <b>04477-04545</b>	2020-02-03	Staff Report February 3, 2020 to City Council regarding Preliminary Plat and Planned Unit Development CUP Findings of Fact, Conclusions of Law, Order of Decision for PEG Ketchum Hotel, LLC and continue the development agreement portion of the public hearing until the Council’s regular hearing on March 5, 2020 and attachments.
<b>SR-28</b> <b>04546-04638</b>	2020-02-24	C 2.8 Staff Report Ketchum Planning and Zoning Commission Special meeting of February 24, 2020 P20-015 ( Design Review) Included the following: <ul style="list-style-type: none"> <li>• 2/24/20 Design Review Submittal Drawings -click on the following link: <a href="https://ketchumidaho.org/sites/default/files/fileattachments/planning_amp_building/project/37921/200212_-_ketchum_hotel_-_design_review_application_drawings.pdf">https://ketchumidaho.org/sites/default/files/fileattachments/planning_amp_building/project/37921/200212_-_ketchum_hotel_-_design_review_application_drawings.pdf</a></li> <li>• City Clerk Certificate of Service Findings of Fact, Conclusions of Law, Order of Decision of the City Council dated 3<sup>rd</sup> day of February, 2020 in File No. P19-063 dated February 5, 2020.</li> <li>• Planned Unit Development CUP City Council Findings of Fact, Conclusions of Law and Order of Decision File No. P19-063 (Attachment E.4.A)</li> <li>• Staff Highlighting of PUD Conditions of Relevance to Commission Design Review with highlighted Order of Decision and added commentary in red</li> <li>• Summary of City Department comments</li> <li>• Analysis of the Project Master Plan relative to the City of Ketchum 2014 Comprehensive Plan.</li> </ul>
<b>SR-29</b> <b>04639-04731</b>	2020-02-24	Staff Report to Planning and Zoning Commission special meeting of February 24, 2020 file no. P20-015 Design Review with attachments of 2/24/20 Design Review Submittal Drawings, Planned Unit Development CUP Findings, Staff Highlighting of PUD Conditions of Relevance to Commission Design Review, Summary of City Department comments, Analysis of Project Master Plan relative to the City of Ketchum 2014 Comprehensive Plan.
<b>SR-30</b> <b>04732-04753</b>	2020-02-28	Motion for Reconsideration filed by City Planning and Building Department Director on February 28, 2020.



		<b><i>DESCRIPTION OF EXHIBITS AND DOCUMENTS</i></b>
<b>SR-31</b> <b>04754-04775</b>	2020-03-02	John Gaeddert Recommendation memo to the Mayor and City Councilors dated March 2, 2020 with Staff Motion for Reconsideration for hearing date of April 6, 2020 of the PEG Ketchum Hotel, LLC Re-adjustment of Lot line to amend and reform the same. Memo includes the Motion for Reconsideration of Findings of Fact, Conclusions of Law and Decision and attached proposed draft First Amended and Reformed Findings of Fact, Conclusions of Law and Decision on File No. P 19-064.
<b>SR-32</b> <b>04776-04825</b>	2020-03-09	Staff Report to Planning and Zoning Commission dated March 9, 2020 recommendation to review the additional materials requested of and submitted by the applicant, hold a public hearing and review any new testimony, and approve with conditions the PEG Ketchum Hotel Design Review and Attachments.
<b>SR-33</b> <b>04826-04830</b>	2020-09-28	Staff Report to the Planning and Zoning Commission dated September 28, 2020 re: Application for Floodplain Development Permit File No. P19-062, Application for Planned Unit Development Conditional Use Permit File No. P19-063, Application for Waiver File No. P20-069 and Application for Lot Line Adjustment File No. P19-064 consisting of 5 pages
<b>SR-34</b> <b>04831-04835</b>	2020-09-28	City of Ketchum Recommendation and Staff Report to the Planning and Zoning Commission dated September 28, 2020 consisting of 5 pages.
<b>SR-35</b> <b>04836-04891</b>	2020-10-27	Staff Report <i>Attachment A</i> Cover Sheet October 27, 2020 with Planned Unit Development (PUD) Comparison Table - October 27, 2020 - two pages with the following attachments: <ul style="list-style-type: none"> <li>• Attachment A - Warm Springs Ranch Resort PUD Public Benefits Summary.</li> <li>• Attachment B - River Run Master Plan PUD Public Benefits from June 7, 2010.</li> <li>• Attachment C - Simplot Ketchum Properties Public Benefits Summary</li> <li>• Ketchum Tribute October 16, 2020 Planning Commission Supplemental Info with Exhibit A - Compliance with PUD Standards, Exhibit B - Additional Waiver Clarification, Exhibit C - Public Benefit of Project, Exhibit D - Trail Creek Improvements, Exhibit</li> </ul>

		<b><i>DESCRIPTION OF EXHIBITS AND DOCUMENTS</i></b>
		<p>E - PEG &amp; Marriott Pandemic Precautions by AJC Architects.</p> <ul style="list-style-type: none"> <li>• City of Ketchum Recommendation and Staff Report to the Planning and Zoning Commission dated September 28, 2020 consisting of 5 pages.</li> </ul>
<b>SR-36</b> <b>04892-04958</b>	2020-10-27	Staff Report to the Planning and Zoning Commission dated October 27, 2020 re: Application for Floodplain Development Permit File No. P19-062, Application for Planned Unit Development Conditional Use Permit File No. P19-063, Application for Waiver File No. P20-069 and Application for Lot Line Adjustment File No. P19-064 consisting of 11 pages and Exhibit A - PUD Comparison Table dated October 27, 2020, Exhibit B - Ketchum Tribute Supplemental Info (Power Pointe Presentation) Presentation dated October 16, 2020 and Exhibit C - Staff Report to the Planning and Zoning Commission dated September 28, 2020.
<b>SR-37</b> <b>04959-04975</b>	2020-10-27	<p>Planned Unit Development (PUD) Comparison Table -October 27, 2020 - two pages with the following attachments:</p> <ul style="list-style-type: none"> <li>• Attachment A - Warm Springs Ranch Resort PUD Public Benefits Summary.</li> <li>• Attachment B - River Run Master Plan PUD Public Benefits from June 7, 2010.</li> <li>• Attachment C - Simplot Ketchum Properties Public Benefits Summary</li> <li>• Findings, Decision and Conditions River Run Hotel Core Planned Unit Development (PUD) Conditional Use Permit (CUP) 2010</li> <li>• Planned Unit Development Agreement with Simplot Properties, LLC January 2006.</li> <li>• Simplot Ketchum Properties Public Benefits Summary</li> <li>• Ketchum City Council Findings of Fact, and Conclusions of Law Simplot Planned Unit Development-Conditional Use Permit dated January 3, 2006</li> <li>• Planned Unit Development Agreement dated January 17, 2006 Simplot Ketchum Properties, LLC recorded as Instrument #533782.</li> </ul>
<b>SR-38</b> <b>04976-04977</b>	2020-03-09	Notice of Withdrawal of Staff Motion for Reconsideration File No. 19-064.

		<b><i>DESCRIPTION OF EXHIBITS AND DOCUMENTS</i></b>
<b>SR-39</b> <b>05428-05443</b>	2021-01-28	Master Joint Staff Report to the City Council for Proceedings on Remand.
<b>SR-40</b> <b>05444-05488</b>	2021-02-01	Addendum Master Joint Hearings Staff Report to City Council for Proceedings on Remand.
<b>SR-41</b> <b>06088-06091</b>	2021-11-30	Planning and Building Department Staff Report Recommendation to review the Pre-Application Design Review Permit (P20-015) for the PEG Ketchum Hotel, LLC. <ul style="list-style-type: none"> <li>➤ Attachment A</li> <li>➤ Attachment B</li> </ul>
<b>SR-41A</b> <b>06092-06167</b>		
<b>SR-41B</b> <b>06168-06339</b>		
<b>SR-42</b> <b>06681-06750</b>	2022-06-14	Planning and Building Department Staff Report Recommendation P22-028 Design Review Permit Application together with <u>Attachment A</u> <ul style="list-style-type: none"> <li>➤ Attachment A included in Staff Report (same as "APC-8" 06679-06680)</li> <li>➤ Attachment B</li> </ul>
<b>SR-42B</b> <b>06751-0838</b>		
<b>SR-43</b> <b>06340-06557</b>	2023-03-28	Planning and Building Department Staff Report Recommendation P22-028 Design Review Permit Application, Review and Recommendation on Permits Conditions Acceptance Development Agreement, and Review and Recommendation on amendment to PUD/CUP P19-063.
<b>SR-44</b> <b>06558-06678</b>	2023-05-15	Planning and Building Department Staff Report Permits Conditions Acceptance Development Agreement and Amendment PUD/CUP P19-063.
<b><u>Studies Comparisons, Analysis and Survey Documents identified with prefix "SD"</u></b>		
<b>SD-1</b> <b>04978-04981</b>	Undated	Project Comprehensive Plan Analysis
<b>SD-2</b> <b>04982-04983</b>	Undated	Hotels in Ketchum: Historic and Present Importance as Acknowledge by City Regulations.
<b>SD-3</b> <b>04984-04986</b>	Undated	Ketchum Boutique Hotel Staff Parking Demand Analysis.

		<b>DESCRIPTION OF EXHIBITS AND DOCUMENTS</b>
<b>SD-4 04987-04990</b>	2007-00-00	2007 Gateway Study / Pre-Application Design Review Submittal document.
<b>SD-5 04991-05018</b>	2008-06-05	Power Point 9a referenced CED and Hotels dated June 5, 2008 consisting of 28 documents.
<b>SD-6 05019-05023</b>	2018-10-00	Ketchum Through the Looking Glass Walkability Assessment Ketchum, Idaho dated October 2018 by Vitruvian Planning.

## 1.2 Planning and Zoning Hearings in chronological order:

<b>DATE</b>	<b>Planning and Zoning Hearings</b>
July 29, 2019	<p><i>Public Hearings on:</i></p> <ul style="list-style-type: none"> <li>• P19-062 Application for Floodplain Development Permit</li> <li>• P19-064 Application for Lot Line Adjustment</li> <li>• P19-063 Application for Planned Unit Development Conditional Use Permit</li> </ul>
July 30, 2019	<p><i>Public Hearings on:</i></p> <ul style="list-style-type: none"> <li>• P19-062 Application for Floodplain Development Permit</li> <li>• P19-064 Application for Lot Line Adjustment</li> <li>• P19-063 Application for Planned Unit Development Conditional Use Permit</li> </ul>
August 12, 2019	<p><i>Action Items:</i></p> <ul style="list-style-type: none"> <li>• Commission adopted Findings of Fact, Conclusions of Law and Recommendations on PEG Hotel, LLC applications: <ul style="list-style-type: none"> <li>✓ Floodplain and Waterways Design Review</li> <li>✓ Lot Line Shift</li> <li>✓ Pre-Application Design Review to Full Review</li> <li>✓ Planned Unit development/Conditional Use Permit</li> </ul> </li> </ul> <p>Bill Gigray, City Attorney, presented Development Agreement</p> <p><i>Action Item:</i></p> <ul style="list-style-type: none"> <li>• Commission approval Development Agreement for recommendation to the Ketchum City Council.</li> </ul>
February 24, 2020	<i>Public Hearing</i>
September 28, 2020	<i>Remand Hearing on:</i>

DATE	Planning and Zoning Hearings
	<ul style="list-style-type: none"> <li>• P19-062 Application for Floodplain Development Permit</li> <li>• P19-064 Application for Lot Line Adjustment</li> <li>• P19-063 Application for Planned Unit Development Conditional Use Permit</li> <li>• P20-015 Design Review</li> <li>• P20-069 Application for Waiver</li> <li>• Permit Conditions Acceptance Agreement</li> </ul>
October 27, 2020	<p><i>Hearing continued on:</i></p> <ul style="list-style-type: none"> <li>• P19-062 Application for Floodplain Development Permit</li> <li>• P19-064 Application for Lot Line Adjustment</li> <li>• P 19-063 Application for Planned Unit Development Conditional Use Permit</li> </ul> <p>Continued the hearing to November 10, 2020 for Consideration of Findings of Fact, Conclusions of Law and Recommendations on approvals.</p>
November 10, 2020	<p><i>Action continued hearing to December 15, 2020 for Consideration of Findings of Fact, Conclusions of Law and Recommendations on approvals of:</i></p> <ul style="list-style-type: none"> <li>• P19-062 Application for Floodplain Development Permit</li> <li>• P19-064 Application for Lot Line Adjustment</li> <li>• P19-063 Application for Planned Unit Development Conditional Use Permit</li> </ul>
December 15, 2020	<p><i>Action continued hearing to December 22, 2020 for Consideration of Findings of Fact, Conclusions of Law and Recommendations on approvals of:</i></p> <ul style="list-style-type: none"> <li>• P19-062 Application for Floodplain Development Permit</li> <li>• P19-064 Application for Lot Line Adjustment</li> <li>• P19-063 Application for Planned Unit Development Conditional Use Permit</li> </ul>
December 22, 2020	<p><i>Action Items:</i></p> <ul style="list-style-type: none"> <li>• Commission adopted Findings of Fact, Conclusions of Law and Recommendations on PEG Hotel, LLC applications:</li> </ul>

DATE	Planning and Zoning Hearings
	<ul style="list-style-type: none"> <li>✓ Master Joint Hearings Compiled Record of Proceedings on Remand</li> <li>✓ Floodplain and Waterways Design Review</li> <li>✓ Lot Line Shift</li> <li>✓ Planned Unit development/Conditional Use Permit</li> </ul>
November 30, 2021	<p><i>Public Hearing on:</i></p> <ul style="list-style-type: none"> <li>• Pre-Application Design Review Permit (P20-019) for the PEG Hotel, LLC, located at 260/280 E. River Street and 251 S. Main Street.</li> </ul>
June 14, 2021	<p><i>Public Hearing on:</i></p> <ul style="list-style-type: none"> <li>• Approval of Design Review Permit (P22-028).</li> </ul>
March 28, 2023	<p><i>Public Hearing on:</i></p> <ul style="list-style-type: none"> <li>• A final decision on the Design Review Application and to review and make recommendations to the City Council on the Permits Conditions Acceptance Development Agreement and Application for amendment of PUD/CUP P19-063.</li> </ul>
April 11, 2023	<p><i>Public Hearing on:</i></p> <ul style="list-style-type: none"> <li>• To consider and approve Findings of Fact, Conclusions of Law and Recommendation for the Permits Conditions Acceptance Development Agreement and the Application for amendment of PUD/CUP P19-063.</li> </ul>

**1.3 Ketchum City Council Hearings in chronological order:**

DATE	City Council Hearings
September 16, 2019	<p>Joint Hearings</p> <ul style="list-style-type: none"> <li>• PUD</li> <li>• Development Agreement</li> </ul> <p>Mayor Bradshaw announced the hearing will be on October 7, 2019.</p>

DATE	City Council Hearings
October 7, 2019	Joint Hearings <ul style="list-style-type: none"> <li>• PUD</li> <li>• Development Agreement</li> </ul>
December 2, 2019	Joint Hearings <ul style="list-style-type: none"> <li>• PUD</li> <li>• Development Agreement</li> </ul>
January 21, 2020	Joint Hearings <ul style="list-style-type: none"> <li>• PUD</li> <li>• Development Agreement</li> </ul>
February 3, 2020	Joint Hearings Preliminary Plat and Planned Unite Development/CUP and continued Development Agreement Public Hearing
March 16, 2020	Hearing Development Agreement
April 6, 2020	Consider Orders on pending applications
February 1, 2021	Joint Hearings <ul style="list-style-type: none"> <li>✓ Floodplain and Waterways Design Review</li> <li>✓ Lot Line Shift</li> <li>✓ Planned Unit development/Conditional Use Permit /including waivers</li> </ul> Deliberation and Decision announce Directed FCOs’ to be prepared
February 16, 2021	Continued Public Hearing: <i>Action Items:</i> <ul style="list-style-type: none"> <li>• City Council adopted Findings of Fact, Conclusions of Law, Orders and Decisions on PEG Hotel, LLC applications:               <ul style="list-style-type: none"> <li>✓ Master Joint Hearings Compiled Record of Proceedings on Remand</li> <li>✓ Floodplain and Waterways Design Review</li> <li>✓ Lot Line Shift</li> <li>✓ Planned Unit development/Conditional Use Permit /including waivers.</li> </ul> </li> </ul>
May 15, 2023	Public Hearing and review and act on the Planning and Zoning Commission’s Recommendation of approval of the Permits Conditions Acceptance Development Agreement No. 22847 and Amendment to PUD/CUP P 19-063 For PEG Ketchum Hotel.

<b>DATE</b>	<b>City Council Hearings</b>
June 12, 2023	City Council Approval of the Final Master Complied Record of Proceedings and Findings of Fact, Conclusions of Law and Order of Decision on Amendment PUD/CUP P 19-063 For PEG Ketchum Hotel.



## SUMMARY OF ALL HEARINGS – CHRONOLOGICAL

### 1.4 July 29, 2019 Planning and Zoning Proceeding:

The Public Hearing was held on the following Applications: (1) P19-062 Floodplain Development Permit, (2) P19-064 Lot Line Adjustment, and (3) P19-063 Planned Unit Development Conditional Use Permit, Pre-Application Design Review and Development Agreement. PEG Ketchum Hotel, LLC submitted drawings, narratives, and studies for the development of a 100-room hotel at the southwest corner of River Street and State Highway 75/Maine Street (“Gateway Site”). This joint hearing on these related applications. The Meeting started with a site visit to 251 S. Main Street, 260 E. River Street, 280 E. River Street subject real properties of project applications.

#### 1.4.1 The following persons making statements before the P&Z Commission are as follows:

- Ed O’Gara
- Ben Worst
- Mark Pynn
- Lars Guy
- Bruce Hinckley
- Bob Korb
- John Sahlberg
- Robert Adolph
- Susan Sahlberg

#### 1.4.2 Planning and Building Department Staff [paraphrased]:

- **John Gaeddert**, City Planning and Building Department Director, recapped the criteria for the subject applications and the City Staff evaluation of the Project. He outlined the proposal to change the three existing lots into one lot subject to some 15 conditions as noted in the staff report.
- **Brittany Skelton**, City Senior Planner, presented and overview and outline of the meeting process

#### 1.4.3 Applicant Representatives [paraphrased]:

- **Nick Blyden** of PEG Ketchum Hotel, LLC provided back ground on the Applicant.
- **Justin Heppler**, AJC Architects, outlined the development and design aspects of the project with the site features.
- **Ryan McMullen**, AJC Architects, for the Applicant discussed the landscaping and project roof top features.

- **Jeff Loomis**, Galena Engineering, reported on the projects civil engineering (sewer, water, power, gas, sidewalks, streets, traffic patterns, crosswalks) and the surveying of the project.
- **Ryan McMullen** made a presentation regarding the four proposed waivers: (1) Height, (2) FAR; (3) Lot Size, and; (4) Highway setbacks.
- **Scott Johnson**, Hills Engineering, presented the Traffic Study, delineating the level of service, peak hours, traffic flow at different times of the day and of the week and year.
- **Sean Flynn**, Galena Engineering, discussed the protections of Trail Creek on the southerly property boundary regarding the high-water mark on the north side of Trail Creek during the construction of the project.

#### 1.4.4 **Commission Actions [paraphrased]:**

- Approved the application for Floodplain Development and Waterways Design Review.
- Approved the Lot Line Shift Application subject to recommended conditions.
- Recessed the public hearing on the other applications to reconvene on July 30, 2019.

#### 1.4.5 **Meeting Video:** City of Ketchum Web

<https://www.ketchumidaho.org/meetings> 07/29/2019 P&Z Meeting -- click on Video.

## 1.5 July 30, 2019 Planning and Zoning Proceeding:

The Public Hearing was continued and reconvened on the following Applications: (1) P19-062 Floodplain Development Permit, (2) P19-064 Lot Line Adjustment, and (3) P19-063 Planned Unit Development Conditional Use Permit., Pre-Application Design Review and Development Agreement.

### 1.5.1 **The following persons making statements before the P&Z Commission are as follows:**

- Jima Rice
- Pat Duggan
- Ben Worst
- Bruce Hinkley
- Jerry Seiffert

- Lars Guy
- Lane Thompson
- Mark Pynn
- Harry Griffith
- Susan Sahlberg

#### 1.5.2 **Planning and Building Department Staff [paraphrased]:**

- **Brittany Skelton**, City Senior Planner, presented to accept posting of the agenda, draft Development Agreement, and the Staff presentation.
- **John Gaeddert**, City Planning and Building Director, gave the staff report on the Planned Unit Development/Conditional Use Permit.

#### 1.5.3 **Applicant Representatives [paraphrased]:**

- **Nick Blayden** of PEG Ketchum Hotel, LLC introduced the Pre-Design Review of the Project.
- **Justin Heppler**, AJC Architects, presented the Design Review and addressed topics of concern referred at the hearing on July 29<sup>th</sup> involving height, setbacks, and shadows.
- **Scott Johnson**, Hills Engineering, discussed parking and traffic.

#### 1.5.4 **Commission Actions [paraphrased]:**

- Closed public comment.
- Advanced Pre-Design Review Application to full Design Review with conditions and directed staff to prepare FCOs.
- Approved the Planned Unit Development and Conditional use Permit Application and draft findings with clarification.
- Approval of draft Development Agreement.
- Continued the hearing to August 12, 2019 for receipt and approval of FCOs.

#### 1.5.5 **Meeting Video:** City of Ketchum Web

<https://www.ketchumidaho.org/meetings> 07/30/2019 P&Z Meeting -- click on Video.

## 1.6 August 12, 2019 Planning and Zoning Proceeding:

#### *Action Items:*

- Commission adopted Findings of Fact, Conclusions of Law and Recommendations on PEG Hotel, LLC applications:
  - ✓ Floodplain and Waterways Design Review

- ✓ Lot Line Shift
- ✓ Pre-Application Design Review Advanced to Full Design Review
- ✓ Planned Unit development/Conditional Use Permit

- Commission approval Development Agreement for recommendation to the Ketchum City Council.

**1.6.1 The following persons making statements before the P&Z Commission [paraphrased] are as follows:**

- **Bill Gigray**, City Attorney, presented Development Agreement.

**1.6.2 Meeting Video:** City of Ketchum Web

<https://www.ketchumidaho.org/meetings> 08/12/2019 P&Z Meeting -- click on Video.

**1.7 September 16, 2019 City Council Proceeding:**

The Public Hearing notice for the September 16, 2019 hearing at 4:00 p.m. due to a notice error. It was announced by the Mayor that the hearings on the Ketchum Boutique Hotel at 260 and 280 River Street and 251 S. Main Street applications for Planned Unit Development, Conditional Use Permit, and Development Agreement will not be commenced until October 7, 2019 at 4:00 p.m. 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 to be included as part of the record of October 7th hearing which included the following:

**1.7.1 The following persons making statements before the City Council [paraphrased] are as follows:**

- **John Sahlberg**, 321 Leadville in Ketchum, who expressed concern and frustration that the P & Z was relying upon a study from 2002 and that it was old and not useful and that the P & Z is recommending the granting of waivers because they have done it before. Referenced the Barriteau project.
- **Gary Hoffman**, 235 Spur Lane in Ketchum, found it refreshing that a large company is coming to Ketchum but would prefer they purchase the Barriteau Hotel property. Discussed proposed construction by ITD and positives and negatives of the proposal. He also mentioned housing and tourism and zoning, rentals and zoning laws need to be changed and would like to see a City stand against oversized construction.

- **Dr. Alexander**, 110 Sweetbrier in Blaine County, wanted information as to why the Council and P & Z got to the root of why they recommend this project.
- **Vicky Graves**, resident of Ketchum, concerned about safety at the corner and opposed to the hotel.
- **Kevin Livingston**, 115 S. Leadville, started the digital petition and no one understands what is being proposed and that the Council needs to uphold with the public wants. He expressed concerns about the waivers granted to the Barriteau project.
- **Penelope Street**, born and raised in Ketchum, currently works with homeowners and is concerned about high costs of living and working in Ketchum and concerned about project employee housing.
- **John Heaney**, 110 Williams Street, is opposed to the height of the project.
- **Lisa Leach**, Blaine County resident, did not want to see variances granted. Recommended that an industrial psychologist be hired to study the proposed housing and was concerned about the adequacy of employee parking.
- **Pamela Sabel**, business owner at 180 Leadville Ave. N., concerned with the hole in the ground unfinished hotel project across Highway 75 and would like to see that project completed before starting another one and wanted more information.
- **Emily Nardel**, resident since 1983 and resides at the corner of River Street and 1st Ave. S., stated that the building will impact here ability to get out of her home and had concern with zoning changes.
- **Susan Scovell** has served on P&Z and urged Council to support P&Z recommendation.
- **Frank Dressman**, Blaine County Resident, was frustrated by the P&Z waivers and recommended that the Marriott possibly build a building that blends with the community.
- **Susan Sahlberg**, 321 Leadville, Ketchum, stated that the project does not fit in the space and that a smaller hotel could fit in the space.

1.7.2 **Meeting Video:** City of Ketchum Web  
<https://www.ketchumidaho.org/meetings> 09/16/2019 City Council Meeting  
 -- click on Video.

## 1.8 October 7, 2019 Hearing Conducted before City Council:

The Public Hearing correctly noticed October 7, 2019. 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.

### 1.8.1 Applicant Representatives (paraphrased):

- **Cameron Gunter**, CEO of PEG Development, presented his background information and discussed the benefits of the hotel brand {Marriot} which can be modeled to the community and can bring more people to the area and that onsite employee housing is critical to the success of the hotel project.
- **Nick Blayden**, Applicant Project Manager, presented the site plan provided information on what is currently on the site, the economics of the project and reviewed market study and estimated property tax and sale tax benefits. Stated that the project will have 30 beds for employee housing on site with some employees coming from off site.
- **Justin Heppler**, Applicant Architect, discussed that the Applicant allows design to cater a project to the local community. Discussed who they are trying to attract to the area and their process for creating the hotel. He reviewed the project design, public amenities for each level and the employee housing component of 30 beds for employees. That the project supports the City's comprehensive plan and clarified the height of the project and that it is lower than the neighboring hotel Limelighter and the Bariteau project. He stated the designs are not complete. He reviewed the waivers requested, size of the acreage, floor area ration waiver for employee housing and set back waivers on three sides. He also discussed changes made to the project based upon P & Z review process. Responded to Council questions and concerns.
- **Ryan Hales**, Hales Engineering, for Applicant discussed the traffic study, liver of service and how they calculated traffic conditions, signalized, and stop controlled intersections. He also discussed existing conditions and future growth estimates and reviewed the traffic count and River St. and Maine Street intersections.

### 1.8.2 Public Comment (paraphrased):

- **Scott Hanson**, Homeowner Trail Creek Crossing, helped with the online petition. He is not opposed to hotels but objects to location of the Application. That the project is not in scale and would detract from the City's entrance and was concerned about traffic and waivers. That people rely upon zoning and waivers should not be granted. He discussed the survey's and petitions that have been circulated and that the project should not go forward.

- **Elaine Harks**, resident of Ketchum, stated she is not anti-hotel concern is zoning are laws standards for only suggestions
- **Pat Duggan**, resident and property owner in Ketchum, discussed her concerns about waivers granted in the past and that granting waivers needs to stop. Wants projects brought to the public in earlier time frame and references the petitions and other public comments.
- **Tom Benson**, Ketchum resident and property owner. Did not want exceptions to be made and not to grant waivers and discussed the number of employee housing needed and that the employee housing be moved to another location and how to change the design to fit the land.
- **Lars Guy**, is a tenant in the building on the west side of the Project. He was concerned about the height of the building and was concerned about parking wanted continued review.
- **Jima Rice**, Blaine County resident. Recommended that the project be sent back to Planning and Zoning.
- **Gene Abrams** discussed the variances given to the Limelighter Hotel that should not be precedence for variances for this project. Questioned the occupancy and need for another hotel. Referenced another Marriot down the road and questioned employee housing did not make sense and questioned the tax income benefit to the City.
- **Dick Clotfelter**, resident of 151 S. Main lives on the top floor of the neighboring Limelighter Hotel. He was concerned with the plan and design of the project that he had hired and architect. He was concern with the traffic that will occur on River Street, fire safety on River Street due to the road being closed and that the project plan for parking, loading and garbage removal will cause problems.
- **Sally McCollum**, Ketchum resident, used to own the building to the west of the project. That the project is too large for the site and is too big along with the Limelighter Hotel for the City entrance.
- **Heidi Schernthanner**, Ketchum resident, complained about the City continuing to offer waivers for private homes and hotels and that traffic was a large problem.
- **Mark Penn**, President of East Fork, concerned that the application ignores the zoning by applying for variances. Wanted the T-zone standards maintained. That the building height waiver request was not appropriate and voiced concerns about parking. He was not opposed to the project but wanted it designed to fit in the neighborhood better.
- **Pam Bailey**, Sun Valley resident, voiced concern over traffic and economic development impact.

- **Dell Ann Benson**, Trail Creek Crossing, was concerned about construction and noticing issues and object to the project across the street to the east as the hole in the ground at the entrance to the City and was opposed to the project.
- **Mickey Garcia** referenced the history of Ketchum, and was in favor of the development and the height no worse than the Limelighter across the street and that the public here does not want to let any other development in Ketchum.
- **Michael Brown**, from Aspen Colorado, He owns the Tamarack and Ketchum Hotel. He was against the project and that Ketchum was eclectic and that it should stay that way.
- **Jim Laski**, attorney representing the Limelighter Homeowner's Association, that his client objected to the design and was concerned with traffic. He discussed ITD's plan and not knowing when it would be implemented That the Limelighter did not have any waivers but employee housing and was concerned about traffic circulation plan.
- **Gary Slette**, represents Jan Clotfelter, his client is not against a hotel but concerned about traffic and circulation. He referenced his letter to the Council about River St. access and Main Street road closures.
- **Gary Lipton**, resident of Ketchum. He is for the Hotel but wants waivers addressed appropriately. If this does not go forward, it will affect future investors.
- **Melissa Lipton** is against waivers being issued for the project. Concern over character of the entrance to Ketchum.
- **Ben Worst**, 220 River St., LLC. His client is in support of a hotel at that location but concern of PUD's waivers and that these waivers make the zoning meaningless. Wants the hotel to be best it can be and was concerned about traffic, parking issues, view corridors.
- **Jerry Seifert** voiced support for the project
- **Ed O's Gara** on River Street, he is the closest resident to the project and the Limelight Hotel. Concern with parking.
- **Brian Barsotti**, Ketchum resident, discussed history of trying to put a hotel in Ketchum that slack is very hard for in this area and hospitality has changed. This is due to competition with Air BnB and other rentals in the area. Concern is waivers given to this project will have to be given everywhere.

### 1.8.3 Planning and Building Department Staff:

- **John Gaeddert**, Director of the City of Ketchum Planning and Building Department (the "Director"), provided the Staff Report, discussed the history of the project Application and a study that had been done.



#### 1.8.4 **Mayor and Council issues of concern:**

- **The Mayor and members of the Council** questioned the Applicant Representatives regarding the following issues related to the impact of the Application:
  - Traffic circulation and pedestrian safety;
  - Employee housing and affordable housing; and pedestrian crossing. Responded to the Mayor's and Council's questions and concerns about affordable housing; and
  - Setbacks and height.
- **The Mayor and members of the Council** questioned the Director regarding the following issues related to the impact of the Application:
  - Bulk reduction;
  - What the Idaho Transportation Department's plans are for Highway 75 and road improvements; and
  - Height and traffic flows.

1.8.5 **Mayor and Council action:** Approved a motion to continue the hearing to December 2, 2019 at 4:00 p.m. due to the complexity of this project and the need for more information to be presented.

1.8.6 **Meeting Video:** City of Ketchum Web  
<https://www.ketchumidaho.org/meetings> 10/07/2019 City Council Meeting  
-- click on Video.

### 1.9 **December 2, 2019 Hearing Conducted before City Council:**

The Public Hearing was continued to receive more information by motion of the City Council during the October 7, 2019 public hearing. The public hearing was commenced by the Council, at 4:00 p.m. on December 2, 2019 at 4:00 p.m. for the receipt of testimony and comment from City Staff, the Applicant and the public.

#### 1.9.1 **Applicant Representatives [paraphrased]:**

- **Nick Blayden**, Applicant Project Manager, discussed the Applicant's open house and had heard from the public and were show the changes they have made to the project contained in Applicant's Master Plan Version 2.
- **Justin Heppler**, Applicant Architect, presented a power point showing 10 things they changed in the project design since the hearing of October 7th contained in Applicant's Master Plan Version 2. These included changes in the delivery and loading zone area as requested by Sherri Newlands P.E. City Engineering, access from Highway 75, sustainability, updated floor plans and the massing of the building and employee housing plans.

### 1.9.2 Public Comment [paraphrased]:

- **Heidi Scherthanner:** thanked Applicant for improvements in the plans.
- **Jima Rice:** Thanked Applicant for improvement in plans, was critical of the P&Z Commissioners' review of this application. That the size of the project not small enough in mass and recommended eliminating the employee housing and that the Applicant make a contribution in lieu of providing housing in the project and eliminate the roof top bar. Discussed the 2014 Comprehensive Plan.
- **Harry Griffith**, Executive Director of Sun Valley Economic Development: Spoke about the economic benefits of this project as being worth \$1.6 million to the community. That it directly impacts tourism and that is was an important project in that regard. He discussed the jobs the project will create and the number of new visitors it will bring to town. He stated that the 23-employee housing units is significant. He discussed the contribution to Local Option Sales Tax ("LOT") that the project will bring. He referenced that the Marriott brand helps put Ketchum on the map. He obtained his information from the Applicant and found it consistent with the input and output model that has been used in the community.
- **Lucy Barrett**, expressed concern about the City's infrastructure and if the City has addressed this concern. Expressed concern over parking and the conditions of the City's Roads. Concern over the number of people this could bring and the ability of the hospital to hand it.
- **Mickey Garcia**, stated the P&Z did a wonderful job on this project, he is pleased with the design and that the people who are against it are selfish.
- **John Sahlberg**, lives in Trail Creek Crossing and was affected by the project and expressed is not wanting Ketchum to be like Jackson, Wyoming or Park City, Utah and opposes granting any waivers and respect for Ketchum's values.
- **Susan Niemann**, 40 years of residency in Ketchum and agrees with John Sahlberg, and concerns about the Applicant's renderings and that the project be build and landscaping consistent with project renderings.
- **Lars Guy**, immediate neighbor, questions regarding the T-zone and setbacks and concerned about the relative scale and how it will look to the surrounding residents and that it is dangerous to grant waivers.
- **Dick English**, Ketchum resident, concerned with utilities and natural resources. Questioned the City's ability to provide water and accommodate the wastewater and was concerned about electrical power and natural gas needed for the Project effect on these systems.
- **Kevin Livingston** is concerned about transparency and there has been an overwhelming opposition response to the number of waivers applied for. He again discussed his opinion and that it cannot be good for Ketchum.

That the people will be paying a lot more taxes that what the project will bring in. Stated the project needs to be scaled back.

- **Tom Benson**, Ketchum resident, opposed to the height variance and that it will devalue the property that surrounds the Project and discussed a review that praised the Ketchum area and does not want Ketchum to turn into a Jackson, Wyoming or Park City, Utah.
- **Susan Sahlberg** liked the changes to the project that have been made but the waivers are still of concern and she opposed the height waivers.
- **Grace Summers** moved to Ketchum for the economy. That for young people this Project is a great opportunity to grow the economy. Discussed how Marriot is involved with corporate travel and how corporate employees then use Marriot hotels with they do personal travel. She was concerned that if this Project is turned down then Ketchum will not be attractive for other major brands of hotels. She also was in favor of the Roof Top bar which the Community could use.
- **DelAnn Benson** commended the Applicant on the amount of work they have done but not enough and that the project should meet the standard set for the zone. She questioned the statements of the Executive Director of Sun Valley Economic Development and the jobs this Project will bring. That the Project looks better than what is there now is no reason to grant this Application.
- **Pat Duggan** stated that the Applicant needs to find another location, that the proposal is in the wrong spot and the P&Z Commissioners should have more thoroughly looked at the location.
- **Jim Laski**, Representing the Limelight Residents HOA. Their major concern is Highway 75 and River St. They oppose the angle parking scenario and the loading zone proposal. Concern about semi-trucks and the timing of deliveries and backing in and out for deliveries and expressed concern that the housing proposed as referenced at this hearing was different than what was in the Council Packet and that the biggest concern was traffic and vehicular use of Highway 75 and River Street.
- **Ed Johnson**, Ketchum resident, stated no reason the housing should be on site and wanted the housing off site.
- **Mark Penn** stated that the Applicant's current design was in response to public concerns but more work needs to be done to address those concerns. Discussed concern over P&Z Commissioners and zoning and concern about approval of the Project as presented creates a bad precedent in Ketchum.
- **Gary Slette** represents Mr. & Mrs. Clotfelter. They are not opposed to the use if it fits and complies with the Zoning criteria. They are concerned with

River St. right-of-way for delivery truck parking and that the Council look at River St. plan to come up with alternatives.

#### 1.9.3 **City Engineering Consultant:**

- **Kordel Brayley**, Independent Engineer hired by the City of Ketchum, was introduced by the Mayor to discuss traffic circulation issues presented by this Project. Mr. Brayley recommended the access to the Project be off of River St. He responded to Council question about elimination of the left turn regarding Highway 75 which he has not reviewed.

#### 1.9.4 **Mayor and Council issues of concern:**

- Concerns about left turning regarding the intersection of River St. and Highway 75; and
- Access to the Project needing to be off of River St. not Highway 75; and
- Discussed encroachment proposals at page 86 and 87 of the Council Packet; and
- Discussion of retaining the middle of River St. where it is and not having diagonal parking move it which will reduce the size of the plaza and the effect on the length of the cross walk over River St.
- Discussion regarding the height waiver; and
- Discussion of benefits of employee housing and discussion of building affordable housing at another location and the need to see the Applicant comply with 1.6 Floor Area Ratio ("FAR") and had concern with the FAR waiver request; and
- Discussion of the setback waiver on the west side.

1.9.5 **Mayor and Council action:** Approved a motion to continue the hearing to January 21, 2020 at 4:00 p.m. due to the complexity of this project and the need for more information to be presented.

1.9.6 **Meeting Video:** City of Ketchum Web <https://www.ketchumidaho.org/meetings> 12/02/2019 City Council Meeting -- click on Video.

### 1.10 **January 21, 2020 Hearing Conducted before City Council:**

The Public Hearing was continued to receive more information by motion of the City Council during the December 2, 2019 public hearing. The public hearing was commenced by the Council, at 4:00 p.m. on January 21, 2020 at 4:00 p.m. for the receipt of testimony and comment from City Staff, the Applicant and the public.

#### 1.10.1 Applicant Representatives (paraphrased):

- **Nick Blayden**, Applicant Project Manager, discussed that this was their third presentation of the Application. the Applicant's open house and had heard from the public and were show the changes they have made to the project contained in Applicant's Master Plan Version 2.
- **Justin Heppler**, Architect, who referenced the Applicant's Master Plan Version 3 and discussed the 4 waivers that are being requested by the Applicant as a part of Applicant's PUD Application:
  - #1 – Minimum Lot Size for PUD waiver is necessary in order to build a hotel on the site; and
  - #2 – Floor Area Ratio – The Master Plan Version 3 maintains the employee housing component but have reduce the FAR to 1.57 as compared with the original Master Plan of 1.9. He used a power point to assist his statement about how they were able to make that reduction. He also referenced that the FAR 1.57 is lower than the request by the Council at the December 2nd hearing to reduce it to 1.6.
  - #3 – Average Setbacks – The Applicant was still seeking set back waivers on 3 sides and then described the Master Plan Version 3 on each of the 3 sides.
  - #4 – Height/Contextual Elevations – He explained showed that the elevations of the building in the Master Plan Version 3 is 27' lower than the Barriteau project across Highway 75 and 25' feet lower than the Limelight hotel. He talked about the Right of Way Waivers and outlined the curb lines.

He also referenced that the Applicant in discussion with Idaho Transportation Department on Highway 75 and making some headway.

He also discussed the sustainability facets of the project and briefly reviewed the floor plan and the views of the project and employee housing component.

#### 1.10.2 City Attorney (paraphrased):

- **Bill Gigray** reviewed with the Council the Planned Unit Development Standards and Process as it applies to the pending application.

#### 1.10.3 Planning and Building Department Staff (paraphrased):

- **Abby Rivin**, Associate Planner, discussed the waivers and how the FAR is calculated and how setbacks and height is calculated for waiver purposes and what the standards were without waivers.

#### 1.10.4 Public Comment (paraphrased):

- **Ben Worst**, Attorney representing 220 East LLC, neighboring property owner to the west of the Project. Stated that the waivers being requested are huge. Stated that Ketchum has never had average setbacks. That the formulas used to determine the setbacks that it is only 11'8" from the Project to his client's property line. He requested the Council to increase that distance as much as possible up to 24'. He questioned what the undue hardship was for the Applicant. He stated under the PUD ordinance there is a need to set conditions and the need to meet the standard by reducing the height, increase setback and primarily meet the City's standards and compatibility with the neighboring properties.
- **Scott Hanson**, homeowner at Trail Creek Crossing, stated the City has misinterpreted its code. That the Applicant was aware of the Code requirements prior to the purchase of the subject property and that the waivers requested are detrimental to public health & safety and referenced the signed petitions and letters posted. He has concerns about traffic and the traffic study and problems that will be created by the Project. He stated this project would decrease the value of property around the project. He stated the property owners have hired an attorney and will fight for their rights. He stated the Project is inconsistent with the Tourist zone it is in and inconsistent with the neighborhood. That granting the waivers constitutes spot zoning without a rezone of the property and requested the Council to deny the requests for waivers.
- **Jima Rice** complained that the Mayor and the head of P&Z had solicited the hotel and those communications were not given to the Council or the P&Z Commissioners and this was Open Meeting Law violation. She requested that the Council deny waivers that were *de facto* approved and if the Applicant cannot meet those standards then must withdraw the application.
- **Dick Clotfelter**, 151 S. Main St. in Ketchum, requested that the zoning standards of the Tourist Zone be followed and that the Council reject the application. He recommended that new plans be brought back to P&Z accordingly.
- **John Sahlburg**, homeowner at Trail Creek Crossing, stated the height waiver requests are monumental and the process is frustrating the public. Concerned the project would forever change Ketchum. This project and waiver will be detrimental to the public welfare and referenced all the letters and petitions that have been submitted. He stated there is nothing being proposed that is for the public welfare and that the property owners on 3 of 4 sides have stated it will be detrimental to the surrounding area. He requested the Council to deny the application.

- **Sharon Patterson Grant**, representing the KSEAC, discussed the groups support (not inclusive of City members) of the sustainability measures the Applicant has incorporated in the Master Plan Version 3 that reflect the group's goals. She recommended getting some level of 3rd party certifications to guarantee energy efficiency such as Lead Certification and that they are proceeding with Green House Inventory in Blaine County with all jurisdictions including Ketchum. She is only speaking for water/waste and energy reduction.

#### 1.10.5 Mayor and Council action:

- Closed public comment
- Proceed to deliberate:
  - Sought legal clarifications from Bill Gigray, City Attorney;
  - Sought clarification on the procedure for design review of this Application and Project and average setbacks from John Gaeddert;
  - Continued their deliberations; and
  - Sought clarification from the Applicant's architect on setbacks.
- Motion made by Councilor Hamilton, Seconded by Council President Breen, to approve the Planned Unit Development Conditional Use Permit and CUP for the PEG Ketchum Hotel for Master Plan Version 3 as recommended in the Staff Report Findings with the condition in section 2.2.11 of the recommended Staff Report findings be revised for the west setback to be not less than 16' and that section 4.5.2 of the recommended Staff Report findings include that the building be LEED Silver Certified and to 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) and 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.
  - Voting *Yea*: Council President Breen, Councilor David, Councilor Hamilton
  - Voting *Nay*: Councilor Slanetz
- Motion to continue the public hearings to the Ketchum City Council meeting to be held on February 3, 2020 at 4:00 pm as follows:
  - Regarding the development agreement, to receive applicant reports, staff reports and public testimony for City Council consideration and action;

- Regarding the application for Planned Unit Development Use Permit and CUP in order, to receive the city attorney's and planning staffs prepared Findings of Fact, Conclusions of Law, Order of Decision as directed in first Motion for City Council consideration, approval and adoption and final action; and
- Regarding the application for Preliminary Plat in order, to receive prepared Findings of Fact, Conclusions of Law, Order of Decision as directed in second Motion for City Council consideration, approval and adoption and final action.

**1.10.6 Meeting Video:** City of Ketchum Web

<https://www.ketchumidaho.org/meetings> 01/21/2020 City Council Meeting  
-- click on Video.

**1.11 February 3, 2020 Hearing Conducted before City Council:**

Joint Hearings Preliminary Plat, Planned Unit Development/CUP and continued Development Agreement Public Hearing reconvened from January 21, 2020 for the receipt of the FCO's and continue Development Agreement hearing.

**1.11.1 City Staff [paraphrased]:**

- **Bill Gigray**, City Attorney, regarding Gary Slette's questions from the January 22, 2020 hearing letter of February 27, 2020 argues for the following interpretation of the provisions of KMC § 16-08.080: and legal issues associated with ordinance construction and waiver issues. He also advised the Council on the current process of the above-entitled matter.

**1.11.2 Planning and Building Department Staff (paraphrased):**

- **John Gaeddert**, Director, recommended the City Council review and approve the propose findings of fact, conclusions of law, order of decision for the PEG Ketchum Hotel, LLC applications for Preliminary Plat and Planned Unit Development Conditional Use Permit and continuance of the Development Agreement portion of the public hearing until March 16, 2020.

**1.11.3 Public Comment (paraphrased):**

- **Ben Worst**, Attorney for 220 River Street, LLC expressed gratitude from his client for the 16' setback on the west side of the project but wants to be sure there is a complete 16' setback. He wanted set back condition to be clear.



- **Jim Hunglemann** made reference to the meeting at the Limelight hotel and stated there is not a need for additional hotel space.
- **Ananda Kriya** felt the Planning and Zoning Commission was going too fast and in the wrong direction. What does the community really want and does not see the need for another hotel.
- **Pamela Zabel** referenced that the parking lot was good but nothing else. Concerned with the construction and the streets. Does not believe that hotels are overcrowded and does not see the need for another hotel.

#### 1.11.4 Mayor and Council action:

*Action Items:*

- Approval of PEG Preliminary Plat Findings;
- Approval of PEG Planned Unit Development CUP Findings; and
- Continued the public hearing on the Development Agreement to March 16, 2020.

#### 1.11.5 Meeting Video: City of Ketchum Web

<https://www.ketchumidaho.org/meetings> 02/03/2020 City Council Meeting  
-- click on Video.

## 1.12 February 24, 2020 Planning and Zoning Proceeding:

*Design Review:* This meeting started with a site visit to 260 E. River Street (Lots 1, 2, 3 and Fr 21 and 22, Block 82, original townsite. The hearing was reconvened to consider action on the Design Review Application.

#### 1.12.1 Applicant Representatives (paraphrased):

- **Nick Blayden**, PEG Ketchum Hotel, LLC, complimented the design team for its work. In response, he explained that the bar is not a party place but a low-key, after skiing gathering spot.

- **Ryan McMullan**, AJC Architects, presented the Design Review. He advised that the design team has worked on Dark Skies requirements and Sustainability. He presented an overview of the site plan, traffic merges, mass, employee housing, and each of the floor plans exterior materials to be used and the rooftop bar. He responded to concerns electrical locations mandated by Idaho Power and the location of public utility easements. He stated that the laundry venting is passive system not forced and involves commercial gas dryers venting to that side with not lint to be emitted. Walkways on the Hotel property would be heated. He also addressed noise issues as a priority and lighting will conform to Dark Skies standards. He showed Dark Skies lighting and energy efficient materials to be use.
- **Nicole Cary**, Kurt Eggers Associates Landscape Architects, noted landscaping is to include native plants. That the proposed landscaping along the highway promotes a forested atmosphere and the west side includes a buffer of trees and shrubs. The riparian zone to remain natural with possible public access. Some green roofs and terraces with planter.

#### 1.12.2 City Staff [paraphrased]:

- **Bill Gigray**, City Attorney, responded to Attorney Gary Slette’s argument regarding the minimum lot size and acknowledged that the Request for Reconsideration had been received by the City Council.

#### 1.12.3 Planning and Building Department Staff (paraphrased):

- **John Gaeddert**, City Planning and Building Department Director, gave a summary of prior hearings and areas of consideration by the Commission and the City Council. That the City Council awaits the Planning and Zoning Commission’s recommendations on the full Design Review which will become part of the Development Agreement. He advised that the City had received a letter seeking reconsideration of City Council Action. In response, advised the Commission of the recommended 15 conditions in the Staff Report.
- **Brittany Skelton**, City Senior Planner, commented that the proposed Trail Creek clean up and possible access could be approved administratively.

#### 1.12.4 Public Comment (paraphrased):

- **Gary Slette**, Attorney for Dick Clotfelter and Big Burn, LLC & five owners of Trail Creek Crossings Condos, stated that they have filed a Reconsideration Request to the City Council. His clients support the concept but not this proposal. His clients object that the proposal does not meet design standards, objects to the number of floors, the waivers of

minimum lot size and that the Commissioner follow the requirements of the zoning ordinance.

- **Ben Worst**, Attorney for 220 E. River Street, LLC, stated his client approves the current design including the 16 foot set back on the west but wanted more specific information on the retaining wall, utilities and the garage and laundry venting.
- **Joanie Cashman**, neighbor to the south, expressed concern with light pollution, traffic, possible and the amount of noise from the outdoor bar, and ice on the sidewalk into town.

#### 1.12.5 Planning and Zoning Commission action:

##### *Action Items:*

- Motion to direct staff to prepare the final Findings of Fact, Conclusions of Law, and Order of Decision in accordance with the Staff Report of February 24, 2020 subject to the additional Findings and Order of Decision based upon the continuance of this hearing and the additional renderings brought forth to be included in the findings for consideration by the Commission on March 9, 2020; and
- Continued the hearing to March 9, 2020.

#### 1.12.6 Meeting Video: City of Ketchum Web

<https://www.ketchumidaho.org/meetings> 02/24/2020 P&Z Meeting -- click on Video.

### 1.13 March 9, 2020 Proceeding before Planning and Zoning Commission:

*Design Review:* Hearing to consider and take action on the Design Review application.

#### 1.13.1 Planning and Building Department Staff (paraphrased):

- **John Gaeddert**, City Planning and Building Department Director, introduced the Design Review landscaping, rendering, and mechanicals. He also discussed added conditions 16 and 17 to the Staff Report addressing concerns raised at the last meeting involving the terraced wall and the brightness of the fireplace. He stated in response to concern that generators are commonly placed within the setback.

### 1.13.2 Applicant Representatives (paraphrased):

- **Nick Blayden**, PEG Ketchum Hotel, LLC, introduced Applicant’s Design Review presentation. He explained the parking and free public parking validation. In response, stated that he thought the generators could be placed inside the building, if necessary.
- **Justin Heppler**, AJC Architects, discussed the proposed firepit, exterior material and landscaping at each elevation. He addressed the impact of the terraced walls on the south side and that is had been broken up into panels. He advised that the wall could be space for public art and that the Conner Plaza with a fire pit would require an encroachment permit from the City. In response to question, he advised there would be lighted bollards at the driveway for safety.
- **Nicole Cary**, Kurt Eggers Associates Landscape Architects, provided an overview of the landscaping along Trail Creek and the Highway Sides of the Project.
- **Charles Despain**, mechanical engineer, explained the minimal impact of the mechanical venting, sound, and emissions on the west side of the proposed building. That the emergency generator would run once every 15 minutes and any time of the day and for maintenance and would produce a minimum sound and there is a sound barrier enclosure. He stated the boilers would vent through the roof and the dryers to the side at the lower end of the building. Lint traps would be used. There would be no fumes and minimal steam would be emitted. The vents are 15 feet from the property line and landscaping would be planted in the setback.
- **Whipple** stated the noise would be mitigated since the noise would affect hotel guests as well as neighbors.

### 1.13.3 Public Comment (paraphrased):

- **Bob Korb**, 220 E. River Street, concerned about the vents near the neighboring building to the west. He stated the generator cannot be located within the setback. He has concern about noise and odors and asked that the Commission require the vents to be moved.

### 1.13.4 Mayor and Council action:

#### *Action Items:*

- Motion to approve the PEG Ketchum Boutique Hotel, LLC Design Review Application with Conditions as set forth in the Findings of Fact, Conclusions of Law, and Order of Decision provided in

attachment 1 of the Staff Report and authorize the Chair to sign subject to conditions 1-18.

1.13.5 **Meeting Video:** City of Ketchum Web

<https://www.ketchumidaho.org/meetings> 03/09/2020 P&Z Meeting -- click on Video.

**1.14 March 16, 2020 Proceeding before City Council:**

Hearing on Gary Slette's Request for Reconsideration held as a Phone Conference.

1.14.1 **City Staff (paraphrased):**

- **Matthew Johnson**, City Attorney, recommended that the City Council continue this public hearing and that Gary Slette filed on behalf of his clients Mr. and Mrs. Richard Clotfelter, Big Burn, LLC, Kevin Livingston, Scott & Karen Hanson, John & Susan Sahlberg, Thomas & Del-Ann Benson and Pat Duggan Request for Reconsideration of File No. P19-063, File No. 19-064 and advised this is not a public hearing and the procedure involved. In response he also advised that Council that it needs to add Slette's Exhibits A-D, E 1 and E2 and F and the Applicant submitted a brief letter but not further exhibits. He advised the Council to deliberate.
- **Bill Gigray**, City Attorney, responded with an explanation of the job of the Council in regards to requests for reconsideration and the two requests before the City Council and that it has 60 days to issue a written decision. He explained reconsideration before them that there are not waivers involved and issues of due process and the Open Meeting law and that in his opinion the Open Meeting Law had not been violated.

1.14.2 **Gary Slette (paraphrased):** Presented his exhibits A-E which were displayed in the council chambers and reasons for the Requests for Reconsideration.

1.14.3 **Applicant (paraphrased):**

**Deborah Nelson**, attorney, appeared for the Applicant in response.

1.14.4 **Mayor and Council action:**

*Action Items:*

- Approved motion to deny the March 11<sup>th</sup> Request for Reconsideration and direct the City Attorney to prepare a decision for the council's consideration and approval at their April 6, 2020 meeting.

1.14.5 **Meeting Video:** City of Ketchum Web <https://www.ketchumidaho.org/meetings> 03/16/2020 City Council Meeting -- click on Video.

**1.15 April 6, 2020 Proceeding before City Council:**

Conduct a hearing, pursuant the Request for Reconsideration of the *Findings of Fact, Conclusions of Law and Decision* of the City Council entered in the above-entitled matter on February 3, 2020, filed by Mr. Gary D. Slette, attorney at law of the firm of Robertson & Slette, P.L.L.C., as attorney for the clients claiming an error in the notices provided in the above entitled matter to neighboring property owners within 300' of the project was inadequate.

**1.15.1 City Staff (paraphrased):**

- **Matthew Johnson**, City Attorney, provided a staff report regarding the notice to neighboring property owners had been given for only A lot 1 of the Project in the NE corner and as a result there were property owners who should have been but were not notified of the public hearings held in the above-entitled matter before the Planning and Zoning Commission and the City Council. He presented recommended Orders Vacating Findings of Fact, Conclusions of Law and Decisions of the City Council and Remanding the Applications to the Planning and Zoning Commission for Further Proceedings. He also explained the if the Council issues these recommended Order that Attorney Gary Slette's request for his clients for Reconsideration would be moot and should be dismissed.

**1.15.2 Applicant Representatives Appearing:**

- **Deborah Nelson**, Attorney for Applicant.

**1.15.3 Gary Slette appeared.**

**1.15.4 Mayor and Council action:**

*Action Items:*

- Approved Orders Vacating approvals and remanding the following matters back to the Planning and Zoning Commission for further proceedings:

- P19-062 Application for Floodplain Development Permit
- P19-064 Application for Lot Line Adjustment
- P19-063 Application for Planned Unit Development Conditional Use Permit
- Order Suspending Design Review approval by Planning and Zoning Commission P20-19 and directing the conduct of additional hearings.
- Approved Motion to Dismiss the Motion for Reconsideration.

1.15.5 **Meeting Video:** City of Ketchum Web

<https://www.ketchumidaho.org/meetings> 04/06/2020 City Council Meeting  
-- click on Video.

**1.16 September 28, 2020 Proceeding before Planning and Zoning Commission:**

This public hearing was conducted due to the City Council's having entered on April 6, 2020 the following Orders Vacating approvals and remanding the following matters back to the Planning and Zoning Commission for further proceedings:

- P19-062 Application for Floodplain Development Permit
- P19-064 Application for Lot Line Adjustment
- P19-063 Application for Planned Unit Development Conditional Use Permit
- Order Suspending Design Review approval by Planning and Zoning Commission P20-19 and directing the conduct of additional hearings.

The Commission commenced the Remand Joint Hearings on:

- P19-062 Application for Floodplain Development Permit
- P19-064 Application for Lot Line Adjustment
- P19-063 Application for Planned Unit Development Conditional Use Permit
- P20-015 Design Review
- P20-069 Application for Waiver
- Permit Conditions Acceptance Agreement

1.16.1 **City Staff (paraphrased):**

- **Bill Gigray**, City Attorney, responded to a question from the Commissioner Mead as to whether or not Commissioner Moczygemba could participate in these proceeds and vote since she had not participated [due to her being newly appointed] in any of the hearing thus far in the above-entitled matters. He opined that she could participate if she became familiar with the record of proceeds that have occurred.

1.16.2 **Commissioner Moczygemba (paraphrased):** Confirmed that she was familiar with the prior record of proceedings in the above-entitled matters.

*Action Items:*

- Tabled and continued the hearings In the Matter of the Permits Conditions Acceptance Agreement jointly with the continuance of the hearing In the Matter of Design Review subject to City Council Action on the other pending Applications and subject to notice of hearing of said matters having been first given as required by law.
- Included the record of all prior hearings on above referenced matters

1.16.3 **Planning and Building Department Staff (paraphrased):**

- **Brittany Skelton**, Senior Planner, gave a brief overview of the applications including the public amenities, landscaping, and setbacks.
- **Suzanne Frick**, Planning and Building Department Director, presented the public comment and staff report.

1.16.4 **Applicant Representatives (paraphrased):**

- **Jason Hepler**, AJC Architects, presented the Design Review application with power point presentation which was the same as the March 2020 presentation. He presented the evolution of the massing of the building during these proceedings. He highlighted amenities including the outdoor fireplace, restaurant, conference rooms, landscaping, and rooftop dining. He described the floor plans for each level including parking and workforce housing, guest rooms, meeting rooms and roof top bar. He also showed the exterior materials to be used.
- **Debra Nelson**, Attorney for PEG Hotel, LLC, addressed issues regarding the acceptance of the prior record and the noticing error. She explained that the City Code gives the Commissioners authority to grant waivers requested for lot size, height, side setbacks, outdoor space and number of floors and soundproofing, on-site work force housing and discussed the safety concerns of the proposed hotel access from Highway 75. She answered questions from the Commissioners.

1.16.5 **Public Comment (paraphrased):**



- **John Sahlberg**, property owner, is opposed to the height of the proposed hotel and noted comparisons to the unbuilt Auberg Hotel. He referenced the 2,500 signatures on an internet petition in opposition to the height of the hotel. He is opposed to waivers. Is of the view this project has been railroaded through and wants the Commissioners to consider public opinion.
- **Benjamin Worst**, Attorney representing the property owner to the west of the project, requested that the integrity of the set back on the west side of the Project be maintained and was concerned over the location of the generator, retaining wall for the transformer platform in the setback and requested the exhaust from the laundry be change.

#### 1.16.6 Board of Commissioners action:

##### *Action Items:*

- Continue the hearings until October 27, 2020 for the receipt of additional information from City Staff on the comparison of other similar projects and waivers in the City of Ketchum regarding File No. P. 19-062 Application for Floodplain Development Permit, File No. P19-064 Application for Lot Line Adjustment and File No. P 19-063 Application for Planned Unit Development Conditional Use Permit.

#### 1.16.7 Meeting Video: City of Ketchum Web

<https://www.ketchumidaho.org/meetings> 09/28/2020 P&Z Meeting -- click on Video.

### 1.17 October 27, 2020 Proceeding before Planning and Zoning Commission:

Remand Hearing (continued from September 28, 2020) on:

- P19-062 Application for Floodplain Development Permit
- P19-064 Application for Lot Line Adjustment
- P19-063 Application for Planned Unit Development Conditional Use Permit

#### 1.17.1 Planning and Building Department Staff (paraphrased):

- **Brittany Skelton**, Senior Planner, introduced for the record the matrix produced by City Staff at the request of the Commission on September 28, 2020 comparing waivers granted for comparable projects in the City of Ketchum.

- **Suzanne Frick**, Planning and Building Department Director, discussed proposed condition 14.2 regarding the terms of the parking spaces. That those spaces would be available to the public at no charge when using the Hotels’ amenities but not otherwise.

**1.17.2 Applicant Representatives (paraphrased):**

- **Debra Nelson**, Attorney for PEG Hotel, LLC discussed the PUD application and the purpose of the PUD land use option and how it is used and administered and that the subject Project meets the City’s PUD standards and is consistent with the City’s Comprehensive Plan and incorporates the site’s natural features into its overall design. In response to public comments, she stated that the development team will confer with the neighbor to the west and will look at the possibility of a stairway. Screening will be provided. They will meet with the neighbor prior to the Design Review hearing. She explained that the waivers make this a better project.
- **Jason Heppler**, AJC Architects presented justifications for each waiver request. He referenced that the waivers are used as a tool to improve the Project as follows:
  - Setback waiver facilitates a greater density; and
  - FAR: provides for employee housing and the quality of the proposed housing meets the intent of the BCHA.

Slope of the Site provides for a better community benefit as the Height of the building steps down and acts as a transition from downtown to Trail Creek. The height is 48’ at River Street and 54’ at Trail Creek and that the number of building stories at 6 is only in the center of the building.

He also referenced the public benefits of this project qualifying for a 4-star hotel with meeting spaces, a restaurant on River Street for indoor and outdoor dining and a roof -top bar. That this Project redevelops a blighted part of the town and will create increased tourism. The Applicant’s project team will work with the City’s Planning Commission to improve the existing riparian corridor, provide a natural fisherman’s access, and public access to Trail Creek. He responded to Commissioner question about traffic patterns that IDT had not concerns but the Applicant would be open to changes.

### 1.17.3 Public Comment (paraphrased):

- **Benjamin Worst**, Attorney representing the property owner to the west of the project, referenced that Bariteau Hotel does not give entitlements to this Project. He urged the Commissioners to not consider any comparison to the Limelight Hotel which has public streets on all sides. He again emphasized the maintenance of the integrity of the setback on the west by not allowing the generator to be placed there. He again requested venting be sent upward and not out the side toward the neighboring property. He stated the putting in stairs would take away from the amount of the screening.
- **Kristy Turco**, resident, stated that the Commissioners should protect property owners and retain the quality of life and character of Ketchum. She questioned the City infrastructure's ability to support an increase in tourist population.
- **Harry Griffith**, Sun Valley Economic Development, emphasized that the Project creates jobs, housing, economic development, increased public benefits, attracts a reliable operator with a loyal customer base which will reduce the seasonality, amenities need by the community. That this Project would be a positive for Ketchum and benefit the Community as a whole.
- **Kevin Livingston**, resident, questioned the building code. He discussed the public response to the request waivers was negative. He referenced an objection to pre-public discussions and what the Commissioners to follow the codes and play by the rules.
- **Bob Crosby**, Board of Realtors, stated this Project would be an excellent addition to the City of Ketchum. He emphasized the economic benefits to the Community. He stated the Project had followed the code and ask Commissioners to consider the amount of investment being made by the Applicant for this Project.

### 1.17.4 Board of Commissioners action:

#### *Action Items:*

- Approve File No. P. 19-062 Application for Floodplain Development Permit
- Approve File No. P19-064 Application for Lot Line Adjustment
- Approve File No. P 19-063 Application for Planned Unit Development Conditional Use Permit with additional conditions with a new

condition no. 21 that at the time of Design Review the Applicant shall be required to address venting of mechanicals that vent toward the western property line and provide detail related to how they are preventing impact to the adjacent property. Also modification to condition 3.4.1 to retain authority to modify the traffic patterns on Highway 75, specially the left turn lane traffic flow, if the traffic pattern instituted by Idaho Department of Transportation proves to be inadequate.

Continued the hearing to November 10, 2020 for Consideration of Findings of Fact, Conclusions of Law and Recommendations on all approvals.

1.17.5 **Meeting Video:** City of Ketchum Web  
<https://www.ketchumidaho.org/meetings> 10/27/2020 P&Z Meeting -- click on Video.

## 1.18 November 10, 2020 Proceeding before Planning and Zoning Commission:

### 1.18.1 Board of Commissioners action:

*Action continued hearing to December 15, 2020 for Consideration of Findings of Fact, Conclusions of Law and Recommendations on approvals of:*

- P19-062 Application for Floodplain Development Permit
- P19-064 Application for Lot Line Adjustment
- P19-063 Application for Planned Unit Development Conditional Use Permit

1.18.2 **Planning and Building Department Staff (paraphrased):** Communicated a request for additional time to complete the proposed findings of fact, conclusions of law and recommendations of approval.

1.18.3 **Meeting Video:** City of Ketchum Web  
<https://www.ketchumidaho.org/meetings> 11/10/2020 P&Z Meeting -- click on Video.

## 1.19 December 15, 2020 Proceeding before Planning and Zoning Commission:

### 1.19.1 Board of Commissioners action:

*Action continued hearing to December 22, 2020 for Consideration of Findings of Fact, Conclusions of Law and Recommendations on approvals of:*

- P19-062 Application for Floodplain Development Permit
- P19-064 Application for Lot Line Adjustment
- P19-063 Application for Planned Unit Development Conditional Use Permit

1.19.2 **Planning and Building Department Staff (paraphrased):** Communicated a request for additional time to complete the proposed findings of fact, conclusions of law and recommendations of approval.

1.19.3 **Meeting Video:** City of Ketchum Web <https://www.ketchumidaho.org/meetings> 12/15/2020 P&Z Meeting -- click on Video.

## 1.20 December 22, 2020 Proceeding before Planning and Zoning Commission:

Continued hearing from December 22, 2020 for the City Staff presentation and the Consideration of Findings of Fact, Conclusions of Law and Recommendations on approvals of:

- P19-062 Application for Floodplain Development Permit
- P19-064 Application for Lot Line Adjustment
- P19-063 Application for Planned Unit Development Conditional Use Permit

### 1.20.1 Planning and Building Department Staff (paraphrased):

- **Brittany Skelton**, Senior Planner, presented the following for the Board of Commissioners consideration:
  1. MASTER JOINT HEARINGS COMPILED RECORD OF PROCEEDINGS ON REMAND FILE NOS.
    - P19-062 [Floodplain]
    - P19-063 [PUD]
    - P19-064 [Lot Line Adjustment]
    - P20-069 [Waivers]
    - P20-015 [Design Review]
  2. Findings of Fact, Conclusions of Law, and Recommendation to City Council File No. P19-062
  3. Findings of Fact, Conclusions of Law, and Recommendation to City Council File No. P19-063

4. Findings of Fact, Conclusions of Law, and Recommendation to City Council File No. P19-064

#### 1.20.2 Board of Commissioners action:

*Action Items:*

Approve:

1. MASTER JOINT HEARINGS COMPILED RECORD OF PROCEEDINGS ON REMAND FILE NOS.
  - P19-062 [Floodplain]
  - P19-063 [PUD]
  - P19-064 [Lot Line Adjustment]
  - P20-069 [Waivers]
  - P20-015 [Design Review]
2. Findings of Fact, Conclusions of Law, and Recommendation to City Council File No. P19-062
3. Findings of Fact, Conclusions of Law, and Recommendation to City Council File No. P19-063
4. Findings of Fact, Conclusions of Law, and Recommendation to City Council File No. P19-064

#### 1.20.3 Meeting Video: City of Ketchum Web

<https://www.ketchumidaho.org/meetings> 12/22/2020 P& Z Meeting -- click on Video.

### 1.21 February 1, 2021 Proceeding before City Council on remand:

The Public Hearing correctly noticed for joint public hearings on February 1, 2021. The joint public hearings were commenced by the Council at 4:00 p.m. on February 1, 2021 for the receipt of testimony and comment from City Staff, the Applicant and the public.

#### 1.21.1 Planning and Building Department Staff:

- **Suzanne Frick**, Acting Director of the City of Ketchum Planning and Building Department (the “Director”), provided the Staff Report, discussed the history of the project Application and a study that had been done.
- Master Joint Hearings Staff Report to City Council for Proceedings on Remand and the Addendum Master Joint Hearings Staff Report to the City Council for Proceedings on Remand.

#### 1.21.2 Applicant Representative (paraphrased):

- **Deborah Nelson**, attorney, appeared for the Applicant and provided an overview of the proposed Hotel project and requested permits and how it complies with City ordinance provisions.
- **Justin Heppler**, AJC Architects, presented a power point presentation of the Hotel Project and confirmed that there have been no design changes since this project was last before the Council. He reviewed each of the waiver requests and the basis for them. He outlined the public and community engagement the Applicant has initiated and conducted. He discussed the Hotel Project's amenities and public benefits and the project design changes the Applicant has made.

#### 1.21.3 Public Comment (paraphrased):

- **H P Boyle** Stated that the project is not compatible with the City of Ketchum, too large for the site, concerned about the proposed employee housing and low paying jobs not needed.
- **Ben Worst**, 220 River St., LLC. His client is concerned that the 16' set back be maintained. That the generator be retained in the building, laundry and garage venting, parking lost be retained in the project for the public use and was opposed to a walkway in the 16' set back area of the project.

#### 1.21.4 Applicant Representatives Rebuttal [paraphrased]:

- **Justin Heppler**, AJC Architects, explained that there was 46% open space in the Hotel Project footprint. That the employee housing will be desirable and has worked well in other locations. That the Applicant has not asked for the walkway that was brought up at the Planning and Zoning Meeting.
- **Nick Blayden**, Applicant Project Manager, discussed that there would be free parking for the public in the project and that the onsite employee housing units are a great benefit to the employees. He also discussed the measures that will be taken regarding venting from the Hotel Project.

#### 1.21.5 City Council action:

*Action Items:*

- Approve File No. P. 19-062 Application for Floodplain Development Permit in conformance with the Planning and Zoning Commission’s recommendations.
- Approve File No. P19-064 Application for Lot Line Adjustment in conformance with the Planning and Zoning Commission’s recommendations.
- Approve File No. P 19-063 Application for Planned Unit Development Conditional Use Permit in conformance with the Planning and Zoning Commission’s recommendations.
- Continued the hearing to February 16, 2021 for Consideration of Findings of Fact, Conclusions of Law, Order of Decision on all approvals.

1.21.6 **Meeting Video:** City of Ketchum Web

<https://www.ketchumidaho.org/meetings> 02/01/2021 City Council Meeting  
-- click on Video.

**1.22 February 16, 2021 Proceeding on remand before the City Council:**

1.22.1 **Public Comment:**

- **Perry Boyle** - Building needs to be on a three-acre site. The population does not want it. Hotel is unneeded, no workers available to work for the Hotel. Developer will have to recruit people from out of town who cannot afford to live there.

*Action Items:*

- City Council adopted Findings of Fact, Conclusions of Law. Order of Decision on all of the following PEG Hotel, LLC applications:
  - ✓ Master Joint Hearings Compiled Record of Proceedings on Remand
  - ✓ Floodplain and Waterways Design Review
  - ✓ Lot Line Shift
  - ✓ Planned Unit development/Conditional Use Permit

1.22.2 **Meeting Video:** City of Ketchum Web

<https://www.ketchumidaho.org/meetings> 02/16/2021 City Council Meeting  
-- click on Video.



## 1.23 November 30, 2021 Proceeding before P&Z Commission:

### 1.23.1 Planning and Building Department Staff:

- **Suzanne Frick**, Director of the City of Ketchum Planning and Building Department (the" Director"), provided the Staff Report.

### 1.23.2 Applicant Representative (paraphrased):

- **Nick Bladen** provided back ground information on Applicant's Revised Project Plans.
- **Justin Heppler**, AJC Architects, provided to the Commissioners a presentation of the "Ketchum Tribute" PD-16 2021-09-08 Applicant's Revised Project Plans.

### 1.23.3 Public Comment:

- **Spencer Cordovano**
- **Peter Boyle**

### 1.23.4 Planning and Zoning Commission Action:

#### *Action Items:*

- By Motion approved the Pre-application and design review permit.

### 1.23.5 Meeting Video: City of Ketchum Web

<https://www.ketchumidaho.org/meetings> 11/30/2021 P&Z Meeting -- click on Video is not functional.

## 1.24 June 14, 2022 Proceeding before P&Z Commission:

### 1.24.1 Planning and Building Department Staff:

- **Suzanne Frick**, Director of the City of Ketchum Planning and Building Department (the" Director"), provided the Staff Report.

### 1.24.2 Applicant Representative (paraphrased):

- **Nick Bladen** provided back ground information on Applicant's Revised Project Plans.
- **Justin Heppler**, AJC Architects, provided to the Commissioners a presentation regarding the Applicant's Design Review Application Update Plans dated May 27, 2022.

#### 1.24.3 **Public Comment (paraphrased):**

- **Scott Levee:** Concern about the intersection Highway 75. Concern about height requirements.
- **Kevin Livingston:** Concern this project did not go through the proper variance process. Concern that there has been tacit approval without due diligence.

#### 1.24.4 **Planning and Zoning Commission Action:**

*Action Items:*

- Motion to approve and direct staff to prepare FCOs and continue to July 6, 2022 to approve FCO – which meeting was later cancelled.

#### 1.24.5 **Meeting Video:** City of Ketchum Web

<https://www.ketchumidaho.org/meetings> 06/14/2022 P&Z Meeting -- click on Video.

### 1.25 **March 28, 2023 Proceedings before P&Z Commission :**

#### 1.25.1 **Planning and Building Department Staff:**

- **Suzanne Frick**, Director of the City of Ketchum Planning and Building Department (the" Director"), provided the Staff Report.
- **Bill Gigray**, City Attorney, responded to Commissioner questions.

#### 1.25.2 **Public Comment (paraphrased):**

- **Scott Levee** – traffic on Highway 75 and concern.

#### 1.25.3 **Planning and Zoning Commission Action:**

*Action Items:*

- Motion to approve Findings of Fact, Conclusions of Law and Conditions of Approval of Design Review Permit P22-028.
- Motion to recommend that the City Council approve the Permit Conditions Acceptance Agreement 3-02-2023 draft, subject to the following modifications:
  - ✓ Clarify the definition of "Institutional Lender";
  - ✓ Modify the time provisions to allow for administrative approvals of time extensions related to obtaining a certificate of occupancy.
- Motion to approve the proposed Amended PUD/CUP P19-063 and forward recommendation to the City Council.

- 1.25.4 **Meeting Video:** City of Ketchum Web  
<https://www.ketchumidaho.org/meetings> 03/28/2023 P & Z meeting --  
click on Video.

## 1.26 April 11, 2023 Proceedings before P&Z Commission:

### 1.26.1 Consent Agenda Approval:

- PEG Permits Conditions Acceptance Development Agreement P & Z Findings and Recommendation approved.
- PEG Application to amend PUD/CUP File No. P19-063 Findings of Fact, Conclusions of Law, and Recommendation to the City Council approved.

- 1.26.2 **Meeting Video:** City of Ketchum Web  
<https://www.ketchumidaho.org/meetings> 04/11/2023 P&Z Meeting --  
click on Video.

## 1.27 May 15, 2023 Proceedings before City Council:

### 1.27.1 **Public Comment:** No public comment

### 1.27.2 **Planning and Building Department Staff:**

- **Suzanne Frick**, Director of the City of Ketchum Planning and Building Department (the" Director"), provided the Staff Report and brief overview and update of what had occurred since this was previously before the City Council regarding the Permits Conditions Acceptance Development Agreement and the amendment to the PUD/CUP Permit Application P-19-063.

### 1.27.3 **City Council Action:**

#### *Action Items:*

- Motion to approve the Application to amend PUD/CUP P19-063 and direct staff to prepare the Findings of Fact, Conclusions of Law and Order of Decision.
- Motion to approve the Permit Conditions Acceptance Agreement 3-28-2023 draft, and direct staff to prepare the Findings of Fact, Conclusion of Law and Order of Decision.

### 1.27.4 **Meeting Video:** City of Ketchum Web

<https://www.ketchumidaho.org/meetings> 05/15/2023 City Council Meeting -- click on Video.

## 1.28 June 12, 2023 Proceedings before City Council:

### 1.28.1 Consent Agenda Approval:

- PEG Permits Conditions Acceptance Development Agreement P & Z Findings of Fact, Conclusions of Law and Order of Approval.
- PEG Application to amend PUD/CUP File No. P19-063 Findings of Fact, Conclusions of Law, and Order of Decision.
- PEG Applications Final Master Compiled Record of Proceedings.

### 1.28.2 Meeting Video: City of Ketchum Web

<https://www.ketchumidaho.org/meetings> 06/12/2023 City Council Meeting -- click on Video.

**Adopted** this 12<sup>th</sup> day of June, 2023.

**City of Ketchum City Council**

By: \_\_\_\_\_  
Neil Bradshaw, Mayor



### CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:  Staff Member/Dept:

Agenda Item:

**Recommended Motion:**

**Reasons for Recommendation:**

- Building Permit Application File No. B21-116 located at 105 Sage Road was approved with the condition that the ROW Encroachment Agreement for the driveway pavers and snowmelt system be approved prior to issuance of a Certificate of Occupancy for the project.
- During their meeting on April 11, 2023, the City Council provided policy direction that snowmelt systems for private driveways are prohibited from encroaching within residential public rights-of-way unless required by the Fire or Streets departments. The City Council commented that their policy direction would apply to new projects and that they would approve the Right-of-Way Encroachment Agreements for the 6 building permits that have been issued and are currently under construction. The snowmelt system for the new driveway located at 105 Sage Road is one of the 6 building permits that was issued prior to City Council’s policy direction prohibiting new snowmelt systems within residential rights-of-way.
- The proposed driveway improvements will not impact drainage, snow removal, or city operations along Sage Road and complies with the standards for permanent right-of-way encroachments specified in Ketchum Municipal Code §12.12.060.

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

**Sustainability Impact:**

**Financial Impact:**

<input type="text" value="None OR Adequate funds exist in account:"/>	<input type="text" value="None"/>
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**Attachments:**

1. ROW Encroachment Agreement 22846

**WHEN RECORDED, PLEASE RETURN TO:**

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

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**RIGHT-OF-WAY ENCROACHMENT AGREEMENT 22846**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of June, 2023, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho 83340 and BRAD SCHOCK ("Owner"), whose address is Post Office Box 1323, Ketchum, Idaho 83340.

*RECITALS*

WHEREAS, Owner is the owner of real property described as 105 Sage Road ("Subject Property"), located within the City of Ketchum, State of Idaho; and

WHEREAS, Owner wishes to permit the placement of a paver driveway and snowmelt system within the public right-of-way on Sage Road. These improvements are shown in Exhibit "A" attached hereto and incorporated herein (collectively referred to as the "Improvements"); and,

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

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

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

*TERMS AND CONDITIONS*

1. Ketchum shall permit Owner to install paver driveway and snowmelt system identified in Exhibit "A" within the public right-of-way on Sage Road, until notified by Ketchum to remove the infrastructure at which time Owner shall remove infrastructure at Owner's expense.

2. Owner shall be responsible for the maintenance of said Improvements and shall repair said improvements within 48 hours upon notice from Ketchum that repairs are needed. Any modification to the improvements identified in Exhibit "A" shall be approved by the City of Ketchum prior to any modifications taking place.

3. Snowmelt systems installed in the public right-of-way shall be installed as certified in Exhibit "B - Residential Snowmelt Installation Certificate" and operate at all times during the winter according to the following:
- The system shall meet the requirements of the International Energy Conservation Code (2018 IECC, 403.12.2)

- The system shall have an electronic main control board to operate the system that is programmable and optimizes the way the system functions.
- Installation of in-ground control sensors linked to the main control board that detect snow and ice on the surface, monitor the sidewalk or driveway temperature, and automatically activates the system to be turned on or off based on the snow condition and air temperature.

4. Owner shall be responsible for restoring the sidewalk, curb and gutter and landscaping that is altered due to the construction and installation of the Improvements, to the satisfaction of the Director of Streets and Facilities.

5. In consideration of Ketchum allowing Owner to maintain the Improvements in the public right-of-way, Owner agrees to indemnify and hold harmless Ketchum from and against any and all claims of liability for any injury or damage to any person or property arising from the Improvements constructed, installed and maintained in the public right-of-way. Owner shall further indemnify and hold Ketchum harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Owner's part to be performed under this Agreement, or arising from any negligence of Owner or Owner's agents, contractors or employees and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such action or proceeding brought thereon. In the event any action or proceeding is brought against Ketchum by reason of such claim, Owner, upon notice from Ketchum, shall defend Ketchum at Owner's expense by counsel satisfactory to Ketchum. Owner, as a material part of the consideration to Ketchum, hereby assumes all risk of damages to property or injury to persons in, upon or about the Improvements constructed, installed and maintained in the public right-of-way arising from the construction, installation and maintenance of said Improvements and Owner hereby waives all claims in respect thereof against Ketchum.

6. Ketchum shall not be liable for injury to Owner's business or loss of income therefrom or for damage which may be sustained by the person, goods, wares, merchandise or property of Owner, its tenants, employees, invitees, customers, agents or contractors or any other person in or about the Subject Property caused by or resulting from the Improvements constructed, installed, removed or maintained in the public right-of-way.

7. Owner understands and agrees that by maintaining the Improvements in the public right-of-way pursuant to this Agreement, Owner obtains no claim or interest in said public right-of-way which is adverse to that of Ketchum and that Owner obtains no exclusive right to said public right-of-way nor any other right to use the public right-of-way not specifically described herein.

8. In the event either party hereto retains an attorney to enforce any of the rights, duties and obligations arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney's fees at the trial and appellate levels and, whether or not litigation is actually instituted.

9. This Agreement shall be governed by, construed, and enforced in accordance with the laws and decisions of the State of Idaho. Venue shall be in the District Court of the fifth Judicial District of the State of Idaho.

10. This Agreement sets forth the entire understanding of the parties hereto and shall not be changed or terminated orally. It is understood and agreed by the parties hereto that there are no verbal promises or implied promises, agreements, stipulations or other representations of

any kind or character pertaining to the Improvements maintained in the public right-of-way other than as set forth in this Agreement.

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

12. This Agreement shall be recorded with the Blaine County Recorder by Ketchum.

13. The parties fully understand all of the provisions of this Agreement, and believe them to be fair, just, adequate, and reasonable, and accordingly accept the provisions of this Agreement freely and voluntarily.





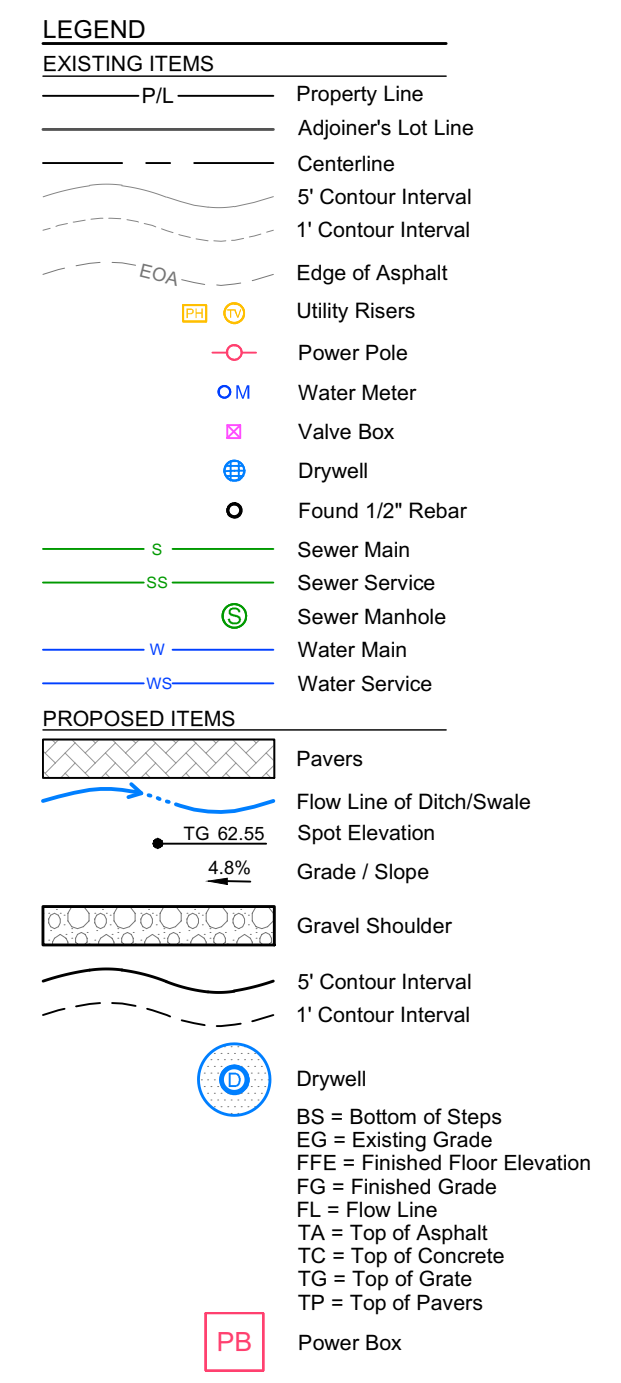
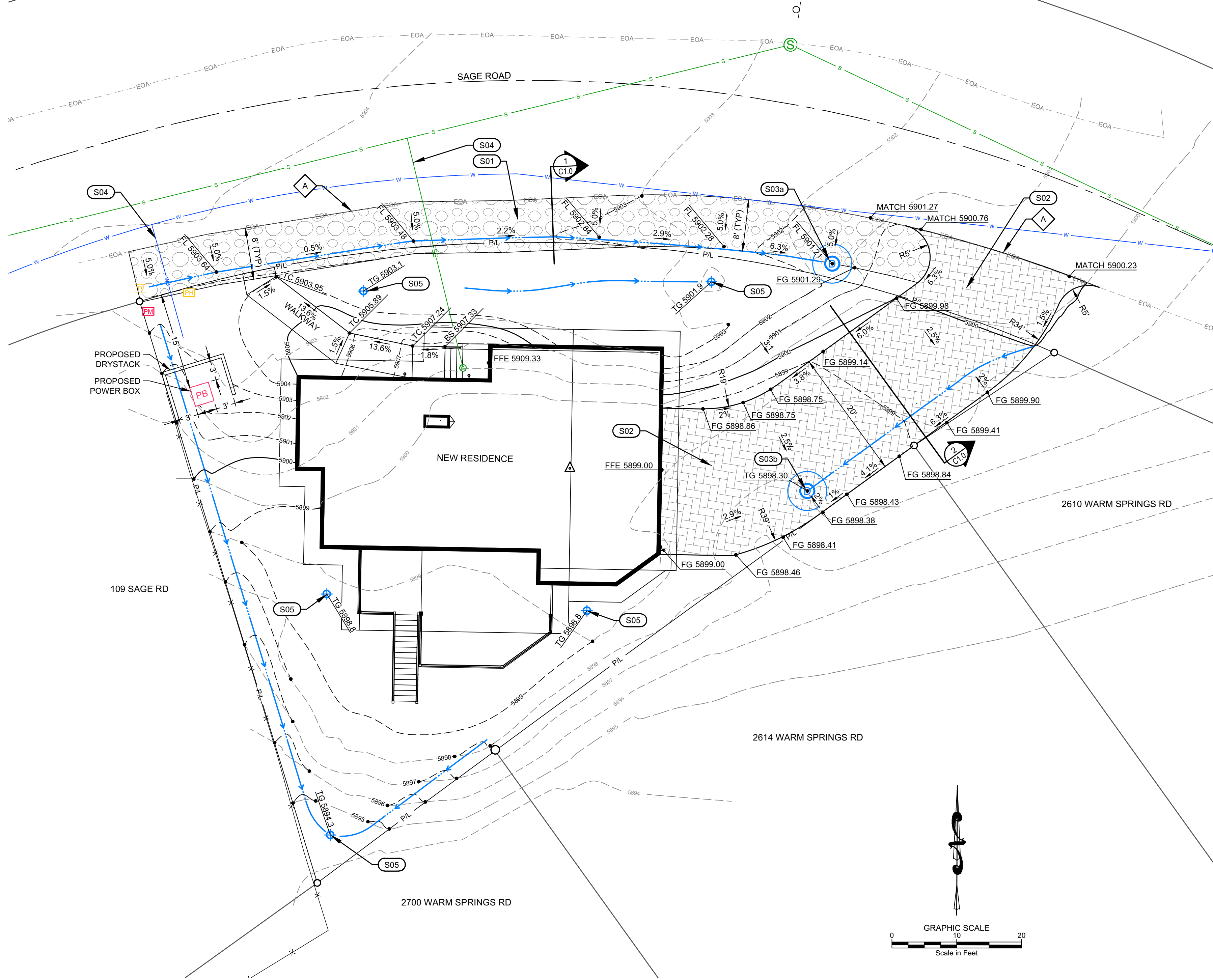
## EXHIBIT A



REUSE OF DRAWINGS: These drawings, or any portion thereof, shall not be used on any project or extension of this Project except by agreement in writing with Galena Engineering, Inc.

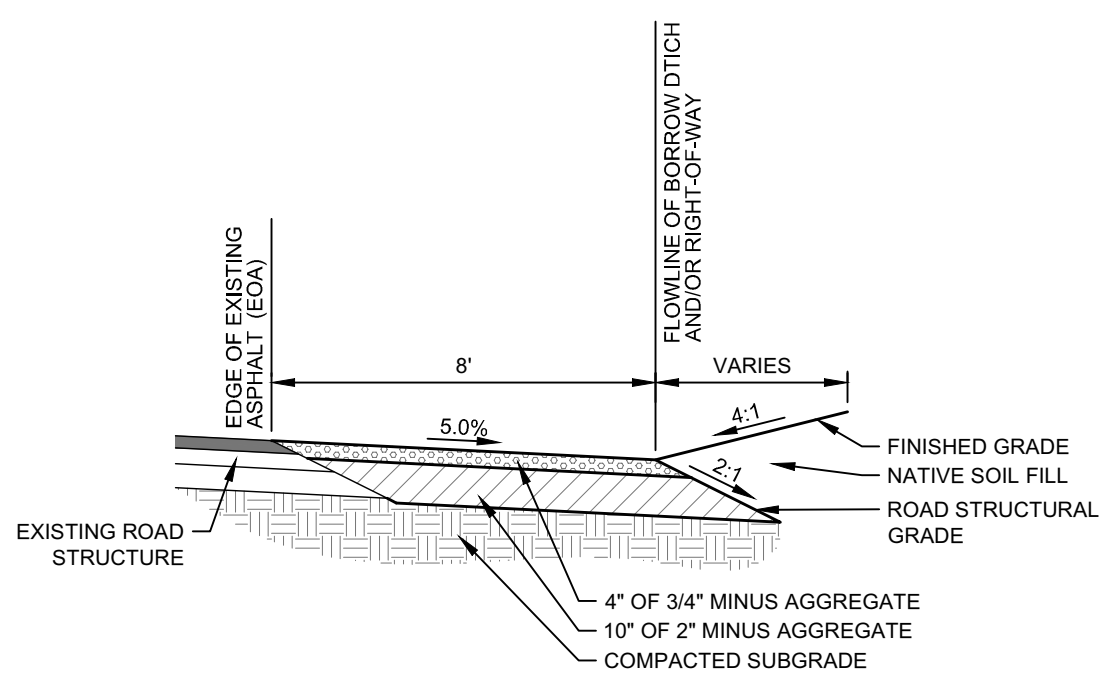
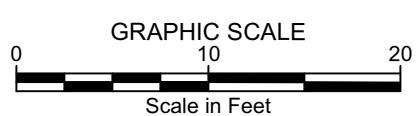
**INSTRUCTION NOTES**

- CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE MOST CURRENT EDITION OF "IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION" (ISPCW) AND CITY OF KETCHUM STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND KEEPING A COPY OF THE ISPCW AND CITY OF KETCHUM STANDARDS ON SITE DURING CONSTRUCTION.
- THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN ON THE PLANS IN AN APPROXIMATE WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING EXISTING UTILITIES PRIOR TO COMMENCING AND DURING THE CONSTRUCTION. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH RESULT FROM HIS FAILURE TO ACCURATELY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. CONTRACTOR SHALL CALL DIGLINE (1-800-342-5883) TO LOCATE ALL EXISTING UNDERGROUND UTILITIES A MINIMUM OF 48 HOURS IN ADVANCE OF EXCAVATION.
- CONTRACTOR SHALL COORDINATE RELOCATIONS OF DRY UTILITY FACILITIES (POWER, CABLE, PHONE, TV) WITH THE APPROPRIATE UTILITY FRANCHISE.
- THE CONTRACTOR SHALL CLEAN UP THE SITE AFTER CONSTRUCTION SO THAT IT IS IN A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED PRIOR TO CONSTRUCTION.
- THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION (THIS MAY INCLUDE ENGINEERING PERMITS AND NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) CONSTRUCTION GENERAL PERMIT (CGP) PERMIT COVERAGE).
- ALL CLEARING & GRUBBING SHALL CONFORM TO ISPCW SECTION 201.
- ALL EXCAVATION & EMBANKMENT SHALL CONFORM TO ISPCW SECTION 202. SUBGRADE SHALL BE EXCAVATED AND SHAPED TO LINE, GRADE, AND CROSS-SECTION SHOWN ON THE PLANS. THE SUBGRADE SHALL BE COMPACTED TO 95% OF MAXIMUM DENSITY AS DETERMINED BY ASTM D-698. THE CONTRACTOR SHALL WATER OR AERATE SUBGRADE AS NECESSARY TO OBTAIN OPTIMUM MOISTURE CONTENT. IN LIEU OF DENSITY MEASUREMENTS, THE SUBGRADE MAY BE PROOF-ROLLED TO THE APPROVAL OF THE ENGINEER.
  - PROOF-ROLLING: AFTER EXCAVATION TO THE SUBGRADE ELEVATION AND PRIOR TO PLACING COURSE GRAVEL, THE CONTRACTOR SHALL PROOF ROLL THE SUBGRADE WITH A 5-TON SMOOTH DRUM ROLLER, LOADED WATER TRUCK, OR LOADED DUMP TRUCK, AS ACCEPTED BY THE ENGINEER. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF UNSUITABLE SUBGRADE MATERIAL AREAS, AND/OR AREAS NOT CAPABLE OF COMPACTION ACCORDING TO THESE SPECIFICATIONS. UNSUITABLE OR DAMAGED SUBGRADE IS WHEN THE SOIL MOVES, PUMPS AND/OR DISPLACES UNDER ANY TYPE OF PRESSURE INCLUDING FOOT TRAFFIC LOADS.
  - IF, IN THE OPINION OF THE ENGINEER, THE CONTRACTOR'S OPERATIONS RESULT IN DAMAGE TO, OR PROTECTION OF, THE SUBGRADE, THE CONTRACTOR SHALL, AT HIS OWN EXPENSE, REPAIR THE DAMAGED SUBGRADE BY OVER-EXCAVATION OF UNSUITABLE MATERIAL TO FIRM SUBSOIL, LINE EXCAVATION WITH GEOTEXTILE FABRIC, AND BACKFILL WITH PIT RUN GRAVEL.
- ALL 2" MINUS GRAVEL SHALL CONFORM TO ISPCW 802, TYPE II (ITD STANDARD 703.04, 2"), SHALL BE PLACED IN CONFORMANCE WITH ISPCW SECTION 801 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 90% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99.
- ALL 3/4" MINUS CRUSHED GRAVEL SHALL CONFORM TO ISPCW 802, TYPE I (ITD STANDARD 703.04, 3/4" B), SHALL BE PLACED IN CONFORMANCE WITH ISPCW SECTION 802 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99 OR ITD T-91.
- TRAFFIC CONTROL SHALL BE PER THE TRAFFIC CONTROL PLAN. CONTRACTOR WILL NEED TO MAINTAIN ACCESS TO ALL PRIVATE PROPERTIES, UNLESS OTHERWISE COORDINATE WITH THE PROPERTY OWNER THROUGH THE CITY ENGINEER.
- ALL TRENCHING SHALL CONFORM TO ISPCW STANDARD DRAWING SD-301. TRENCHES SHALL BE BACKFILLED AND COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99.
- PER IDAHO CODE § 55-1613, THE CONTRACTOR SHALL RETAIN AND PROTECT ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS; ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS THAT ARE LOST OR DISTURBED BY CONSTRUCTION SHALL BE REESTABLISHED AND RE-MONUMENTED, AT THE EXPENSE OF THE AGENCY OR PERSON CAUSING THEIR LOSS OR DISTURBANCE AT THEIR ORIGINAL LOCATION OR BY SETTING OF A WITNESS CORNER OR REFERENCE POINT OR A REPLACEMENT BENCHMARK OR CONTROL POINT, BY OR UNDER THE DIRECTION OF A PROFESSIONAL LAND SURVEYOR.
- BOUNDARY AND TOPOGRAPHIC AND BOUNDARY INFORMATION IS BASED ON A SITE SURVEY BY ALPINE ENTERPRISES, DATED 12/03/2020.



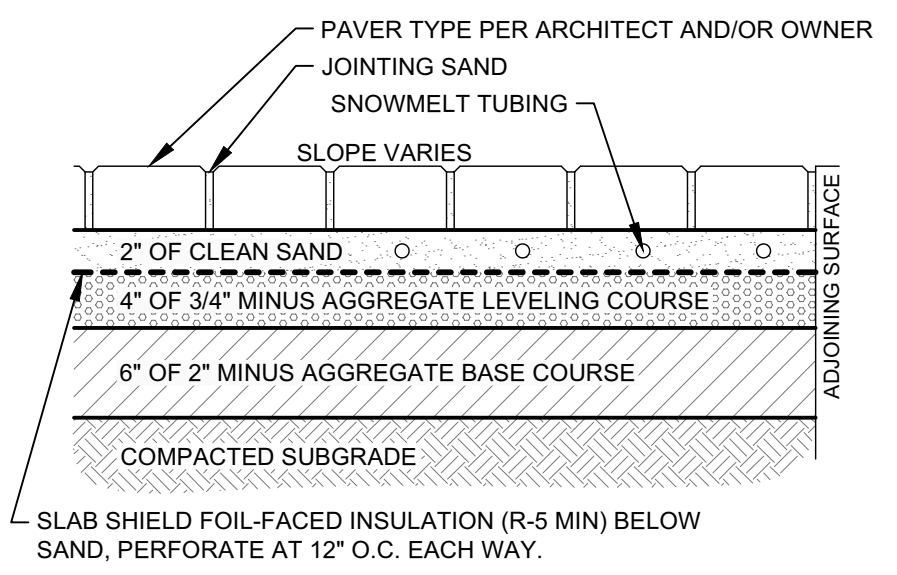
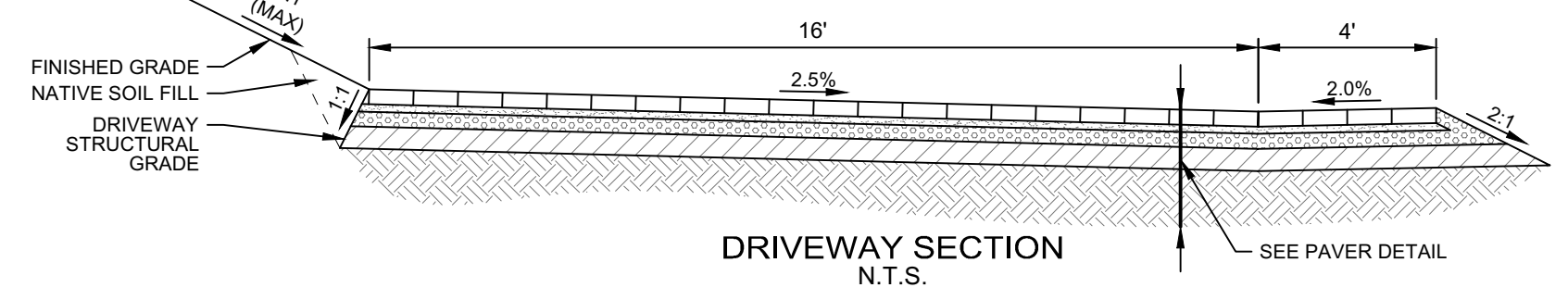
**SITE IMPROVEMENT KEY NOTES**

- S01 CONSTRUCT GRAVEL SHOULDER. SEE DETAIL 1 THIS SHEET.
- S02 CONSTRUCT PAVEMENT DRIVEWAY. SEE DETAIL 2 THIS SHEET.
- S03 CONSTRUCT DRYWELL. SEE DETAIL 3 THIS SHEET.
  - a. RIM = 5901.0
  - b. CONNECT FOUNDATION DRAINS/CUT-OFF TRENCHES TO THIS DRYWELL. RIM = 5898.3
- S04 UTILIZE EXISTING UTILITY SERVICE.
- S05 CONSTRUCT LANDSCAPE DRYWELL. SEE DETAIL 4 THIS SHEET.
- A MATCH EXISTING LINES AND GRADES



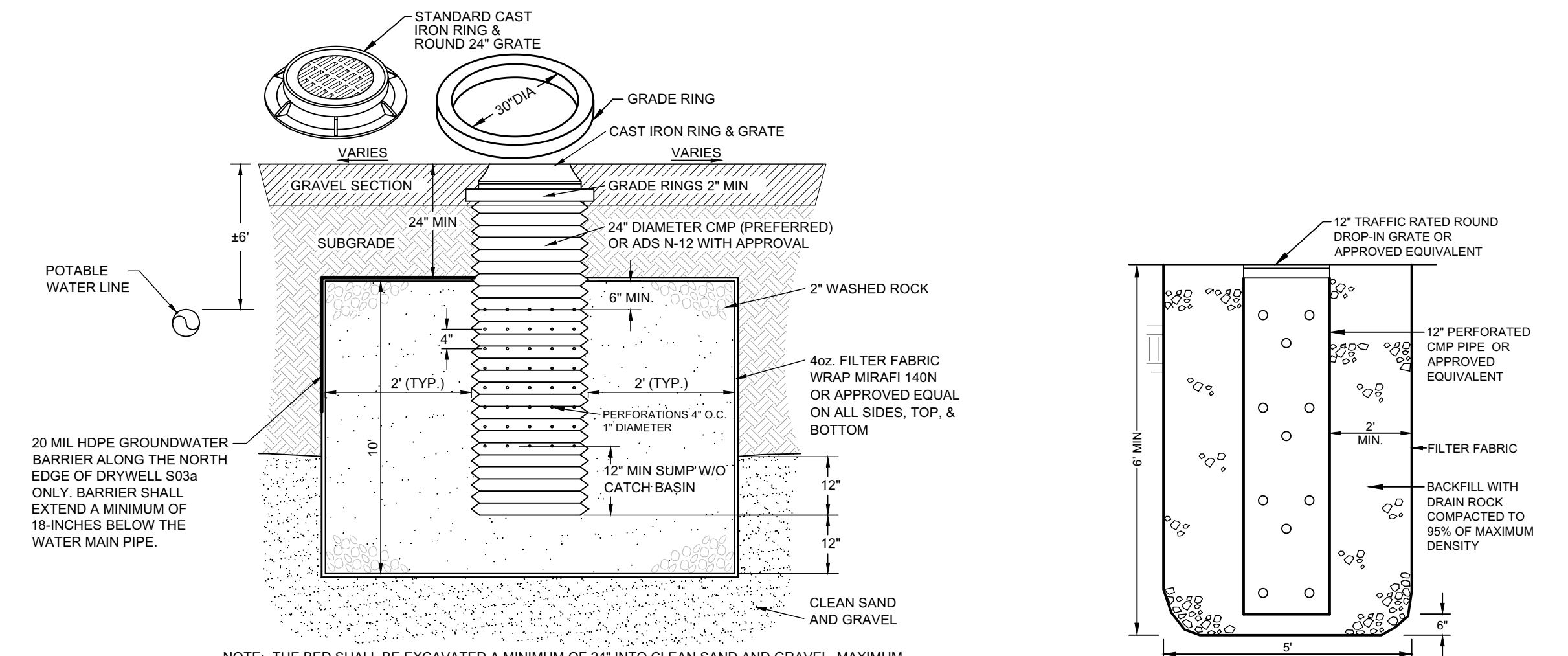
- NOTES:**
- SUBBASE CAN BE 2" TYPE II OR 3/4" TYPE I CRUSHED AGGREGATE BASE COURSE.
  - MATERIALS SHALL CONFORM WITH CURRENT ISPCW STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.

**1 C1.0 TYPICAL ROAD SHOULDER SECTION N.T.S.**



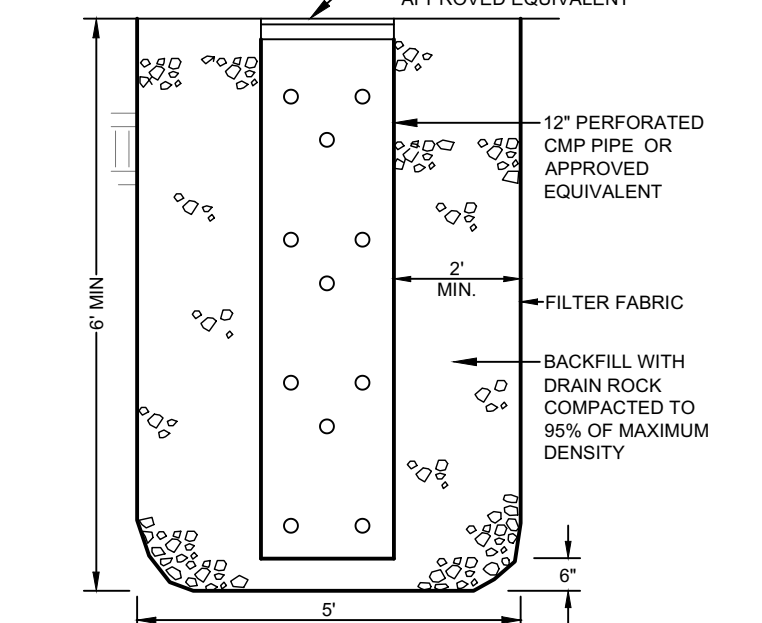
- NOTES:**
- SUBBASE CAN BE 2" TYPE II OR 3/4" TYPE I CRUSHED AGGREGATE BASE COURSE.
  - MATERIALS SHALL CONFORM WITH CURRENT ISPCW STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.

**2 C1.0 DRIVEWAY DETAIL N.T.S.**



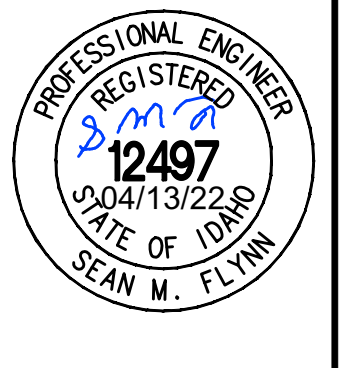
NOTE: THE BED SHALL BE EXCAVATED A MINIMUM OF 24" INTO CLEAN SAND AND GRAVEL. MAXIMUM DEPTH SHALL NOT EXCEED 12 FEET. IF CLEAN SAND AND GRAVEL IS NOT ENCOUNTERED WITHIN 12 FEET, THE CONTRACTOR SHALL CONTACT THE DESIGN ENGINEER.

**3 C1.0 DRYWELL DETAIL (6' Ø) N.T.S.**



**4 C1.0 LANDSCAPE DRYWELL N.T.S.**

**SITE IMPROVEMENT PLAN**  
**105 SAGE ROAD**  
**LOT 12, BLK 2, WARM SPRINGS VILLAGE 4TH ADD.**  
 LOCATED WITHIN SECTION 11, T.4 N., R.1 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
 PREPARED FOR BRAD SCHOCK  
 PROJECT INFORMATION: P:\wsping\6338\eng\Construction\6338 ENG 2022-04-04.dwg, 04/01/22 2:50:15 PM



DESIGNED BY \_\_\_\_\_  
 DRAWN BY \_\_\_\_\_  
 SMF  
 CHECKED BY \_\_\_\_\_

**GALENA**  
**ENGINEERING, INC.**  
 Civil Engineers & Land Surveyors  
 317 N. River Street  
 Halley, Idaho 83333  
 email: galena@galena-engineering.com

NO.	DATE	BY	REVISIONS
1	04/01/22	SMF	UPDATE WALKWAY IN FRONT
2	04/19/22	SMF	ADD POWER BOX AT NW CORNER

PURPOSE: ISSUE FOR PERMIT

**C1.0**



**EXHIBIT B**



City of Ketchum  
Planning & Building

**EXHIBIT "B"**  
**RESIDENTIAL SNOWMELT INSTALLATION CERTIFICATE**

PROPERTY OWNER'S NAME: Bradley H and Karin E Schock

PROPERTY ADDRESS: 105 Sage Road, Ketchum, ID 83340

LEGAL DESCRIPTION: Warm Springs Village, 4th add., Lot 12, Blk 2

PARCEL NUMBER: RPK06100020120

**INSTALLATION CONTRACTOR INFORMATION**

COMPANY NAME: Wilro Plumbers, LLC

CONTRACTOR ADDRESS: 12588 ID-75, Ketchum, ID 83340

CONTRACTOR PHONE: (208) 726-8280

CONTRACTOR EMAIL: rex@wilro.net

Pursuant to the requirements of Right-of-Way Encroachment Agreement # 22846, the installation contractor certifies the following:

RW I certify that the system proposed meets all requirements of the International Energy Conservation Code (2018 IECC, 403.12.2).

RW I certify that the boiler/heatpump/other (circle one) operates at a 95 percent efficiency.

Boiler Heatpump Model Number: NFB 200 H.

Other: \_\_\_\_\_

RW I certify that geofabric will be installed under the pavers to ensure positive drainage off the driveway or sidewalk.

RW I certify that the system will be operated by an electronic main control board that optimizes the way the system functions and minimizes inefficiencies to the greatest degree possible.

RW I certify that the system will be installed with in-ground control sensors, linked to the main control board, that detect snow and ice on the surface, monitor the sidewalk or driveway temperature, and automatically activates the system to be turned on or off based on the snow condition and air temperature.

By, Installation Contractor:

Print Name: Rex Wilro

Signature: [Handwritten Signature]

Date: 5/19/23

By, Owner:

Print Name: Bradley H Schock

Signature: [Handwritten Signature]

Date: 5/19/23

STATE OF ID )  
 ) ss.  
County of Blaine )

On this 19 day of May, 2023 before me, the undersigned Notary Public in and for said State, personally appeared Rex Wilro - Munro (Installation Contractor), known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same.

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

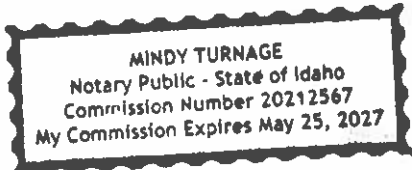


[Handwritten Signature]  
Notary Public for Wilro Plumbers LLC  
Residing at 12588 Hwy 7 S  
Commission expires 5-25-2027

STATE OF ID )  
 ) ss.  
County of Blaine )

On this 19 day of May, 2023 before me, the undersigned Notary Public in and for said State, personally appeared BRADLEY H. SCHAD (Owner), known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same.

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



Mindy Turnage  
Notary Public for Wilco Plumbers LLC  
Residing at 12588 Hwy 75  
Commission expires 5-25-2027



City of Ketchum

**CITY COUNCIL MEETING AGENDA MEMO**

Meeting Date:  Staff Member/Dept:

Agenda Item:

Recommended Motion:

Reasons for Recommendation:

- Currently a portion of the north parking lot that is reserved for YMCA building expansion requires city approval to use for temporary uses (e.g., large tents for fundraisers requiring spikes) and the city also bears maintenance responsibilities.
- The arrangement has caused unneeded conflict between city and YMCA staff of how the parking lot should be repaired following ancillary uses.
- The proposed amendments allow YMCA use and oversight of both the western boundary landscaped portion and the north parking lot (building expansion area) without city involvement or maintenance responsibilities.

Sustainability Impact:

Financial Impact:

None OR Adequate funds exist in account:	These amendments reduce the city’s maintenance obligation related to the north parking lot.
--	---

Attachments:

- |   |
|---|
| 1. Proposed Lease Amendment (including Exhibit A) |
| 2. Existing Lease                                 |



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

(Space Above Line for Recorder's Use)

**AMENDMENT TO LEASE, PARKING, MAINTENANCE AND ENCROACHMENT  
AGREEMENTS**

This Amendment is made as of May, 2023 by and between the City of Ketchum, Idaho, a municipal corporation and/or assigns ("**City**"), and the Wood River Community Young Men's Christian Association, Inc., an Idaho non-profit corporation ("**YMCA**", and together with City, the "**Parties**").

1 Recitals. This Amendment is made in contemplation of the following facts and purposes all of which the Parties acknowledge and agree are true and accurate:

1.1 The Parties entered into a Lease Agreement, dated March 16, 2005, ("**Lease**"), under and by virtue of which the City agreed to lease to the YMCA and the YMCA agreed to lease from the City the real property located in the City of Ketchum, commonly known as a portion of the Park and Ride Lot ("**Park and Ride Lot**") described in Exhibit B of the Lease ("**Leased Property**").

1.2 The City adopted Ordinance 953 on July 18, 2005 rezoning the Park and Ride Lot from General Residential-Low Density to Tourist District pursuant to a Development Agreement for a specific development in a specific area for specific uses which include the YMCA facility, community housing and parking for all contemplated uses.

1.3 Pursuant to Section 14.2 of the Lease the Parties entered into a Parking Agreement, dated October 12, 2006 ("**Parking Agreement**") in which the City acknowledges and agrees the YMCA requires 150 parking spaces for its operation and agreed the parking could be located on the portions of the Park and Ride Lot not leased to the YMCA. The Parking Agreement also provided the YMCA would provide funds to match a 5309 Grant awarded to the City for parking related improvements.

1.4 On June 2, 2008 the Parties entered into a Parking Area Maintenance Agreement ("**Maintenance Agreement**") providing for maintenance of the Park and Ride Lot improvements.

1.5 On June 3, 2019, the Parties entered into an Encroachment Agreement ("**Encroachment Agreement**", providing for construction of a fence within the Leased Property.

Amendment  
10411-019  
Page 1

1.6 In November 2019, the Parties entered into an Addendum and Amendment to Parking Agreement (“**Parking Addendum**” and together with the Lease, Parking Agreement, Maintenance Agreement, and Encroachment Agreement the “**Transaction Documents**”), which further clarified for the provision of vicinity parking in connection with City development of the fire station.

1.7 A dispute has arisen between the Parties regarding their respective rights and obligations under the Transaction Documents relating to the obligations for maintenance and repair of the north parking lot and landscaped areas.

1.8 By this Agreement, the Parties desire to amend the Transaction Documents to include the landscaped areas and Bonni’s Garden within the Leased Property, settle and compromise their differences and release any claims they have against the other and resolve the disputes between them. On the basis of the foregoing premises, and for and in consideration of the covenants and agreements set forth herein, the benefits to be derived therefrom, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend and supplement the Transaction Documents as hereinafter provided

2 Amendments. In view of the foregoing, the Parties agree to amend and supplement the Transaction Documents, as follows:

2.1 The Leased Property, as defined in the Lease, shall include the real property known as Bonni’s Garden and the area within the fence constructed by the YMCA pursuant to the Encroachment Agreement. In addition, the landscaped area within the Park and Ride Lot shall be added to the Lease as part of the Leased Property. The expanded and amended Leased Property is described and depicted in Exhibit A attached hereto and incorporated herein by this reference.

2.2 The YMCA, at its expense, shall be responsible for the maintenance, repair and snow removal from the portion of the north parking lot located within and comprising a portion of the Leased Property. The City, at its expense, shall be responsible for the maintenance, repair and snow removal from the Park and Ride Lot area not located within or comprising a part of the Leased Property, including the south parking lot.

2.3 The Encroachment Agreement is hereby terminated, as such area will now be part of the Leased Property and any Lessee improvements within such will be governed by the Lease.

3 No Further Amendments. Except as amended by this Amendment, the Transaction Documents remain unchanged and in full force and effect. If there is any conflict between the provisions of the Transaction Documents and the provisions of this Amendment, the provisions of this Amendment shall control.

4 Mutual Release. Except with respect to the obligations created or acknowledged by or arising out of this Amendment, each Party, for itself, himself, herself or themselves and their present, past and future parent and subsidiary corporations, divisions,

affiliates, predecessors, partners, and joint venturers, and any and all of their officers, directors, shareholders, agents, employees, insurers, successors, or assigns of such persons or entities, does hereby release and absolutely and forever discharge the other Party and his, her, its or their present, past and future parent and subsidiary corporations, divisions, affiliates, predecessors, partners, and joint venturers, and any and all of their officers, directors, shareholders, agents, employees, insurers, successors, or assigns of such persons or entities, from any and all claims, demands, damages, injuries, losses, debts, liabilities, accounts, reckonings, obligations, costs, expenses, compensation, liens, actions and causes of action of every kind and nature whatsoever, whether or not now known or unknown, suspected or unsuspected, matured or unmatured, fixed or contingent, direct or indirect, which either Party ever had, now has, or may claim to have from the beginning of time against the other Party arising out of or relating to the parking maintenance and fence-enclosed area referenced in this Agreement (“**Released Matters**”). It is the intention of the Parties that the mutual release contained herein shall be effective as a full and final accord and satisfaction and release of and from all of the Released Matters, and that each Party released hereby will have no liability to any Party granting such release by reason of anything occurring prior to the effective date of the release relating to the claims covered by this Agreement.

5 Effective Date. This Amendment is effective as of the date on which the last of the Parties executes this Amendment, and such date will be set forth in the first paragraph of this Amendment where indicated. The Parties have no rights with respect to this Amendment until they have both executed this Amendment.

6 Rule of Construction. The Parties acknowledge they and, if they so choose, their respective counsel have reviewed and revised this Amendment and the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of the Transaction Documents, this Amendment or any exhibits, attachments and addenda to the Transaction Documents and/or this Amendment. All capitalized terms in the Transaction Documents shall have the meaning in the Transaction Documents when used in this Amendment, unless otherwise defined herein.

7 Counterparts. This Amendment may be executed in multiple counterparts, each of which taken together shall constitute one and the same agreement binding upon the parties. Signatures transmitted by facsimile or via e-mail in a “PDF” format shall have the same force and effect as original signatures on this Amendment.

[end of text – signatures appear on following page]

This Amendment is executed as of the date first above written.

City of Ketchum, Idaho, a municipal corporation

By: \_\_\_\_\_

Name:

Title:

Attest:

\_\_\_\_\_  
City Clerk

Wood River Community Young Men's Christian  
Association, Inc., an Idaho nonprofit corporation

By: \_\_\_\_\_

Name:

Title:

State of Idaho )  
 ) ss.  
County of Blaine )

On this \_\_\_\_ day of \_\_\_\_\_, in the year of \_\_\_\_, before me, a Notary Public in and for said State, personally appeared \_\_\_\_\_, known or identified to me to be the \_\_\_\_\_ of the CITY OF KETCHUM, the municipal corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

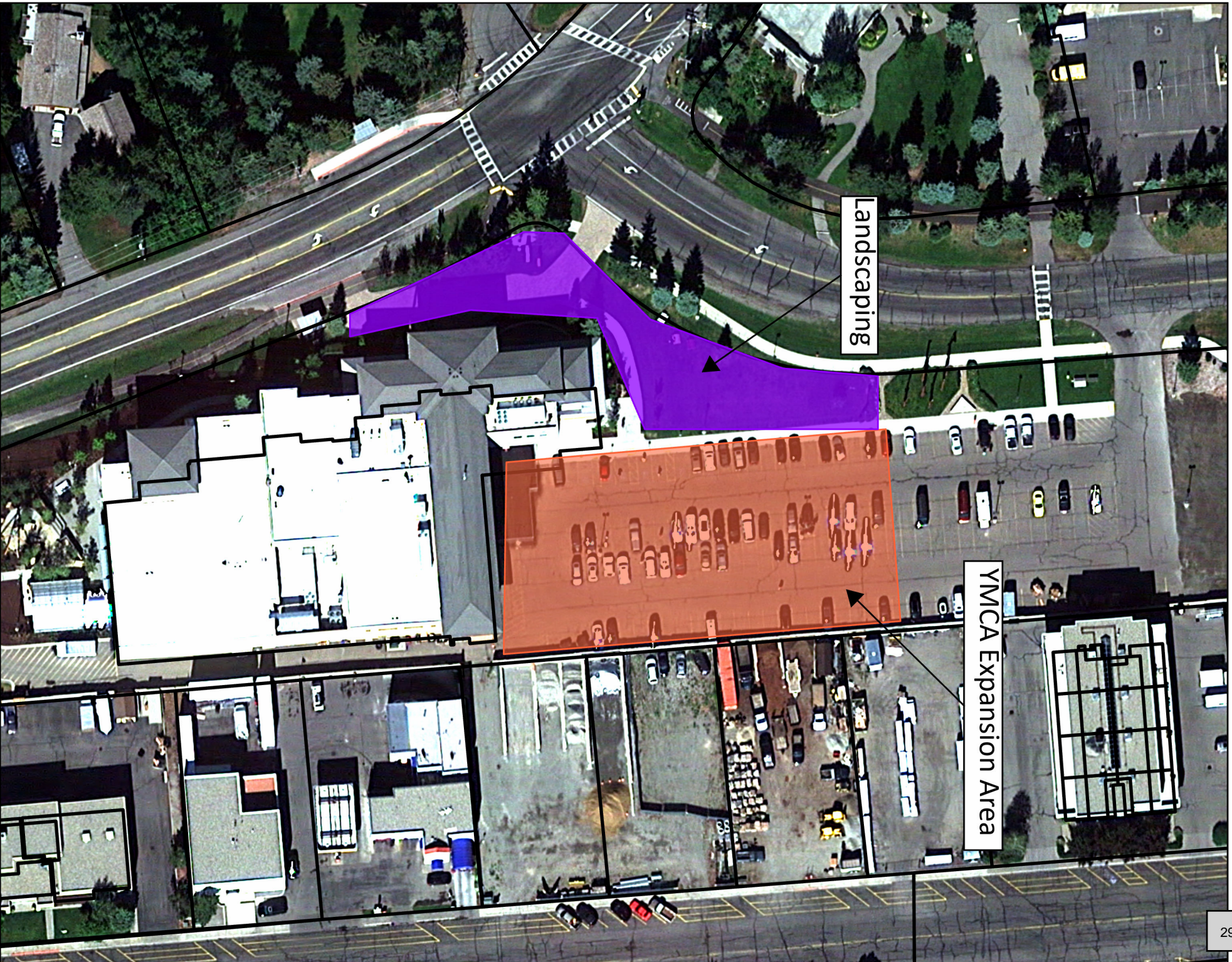
\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_  
My Commission expires \_\_\_\_\_

State of Idaho )  
 ) ss.  
County of Blaine )

On this \_\_\_\_ day of \_\_\_\_\_, in the year of \_\_\_\_, before me, a Notary Public in and for said State, personally appeared \_\_\_\_\_, known or identified to me to be the \_\_\_\_\_ of WOOD RIVER COMMUNITY YOUNG MEN'S CHRISTIAN ASSOCIATION, INC., the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_  
My Commission expires \_\_\_\_\_





Landscaping

YMCA Expansion Area



<b>RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:</b>	
--	--

(Space Above Line for Recorder's Use)

**AMENDMENT TO LEASE, PARKING, MAINTENANCE AND ENCROACHMENT AGREEMENTS**

This Amendment is made as of January, 2023 by and between the City of Ketchum, Idaho, a municipal corporation and/or assigns ("**City**"), and the Wood River Community Young Men's Christian Association, Inc., an Idaho non-profit corporation ("**YMCA**", and together with City, the "**Parties**").

1 Recitals. This Amendment is made in contemplation of the following facts and purposes all of which the Parties acknowledge and agree are true and accurate:

1.1 The Parties entered into a Lease Agreement, dated March 16, 2005, ("**Lease**"), under and by virtue of which the City agreed to lease to the YMCA and the YMCA agreed to lease from the City the real property located in the City of Ketchum, commonly known as a portion of the Park and Ride Lot ("**Park and Ride Lot**") described in Exhibit B of the Lease ("**Leased Property**").

1.2 The City adopted Ordinance 953 on July 18, 2005 rezoning the Park and Ride Lot from General Residential-Low Density to Tourist District pursuant to a Development Agreement for a specific development in a specific area for specific uses which include the YMCA facility, community housing and parking for all contemplated uses.

1.3 Pursuant to Section 14.2 of the Lease the Parties entered into a Parking Agreement, dated October 12, 2006 ("**Parking Agreement**") in which the City acknowledges it determined the YMCA requires 150 parking spaces for its operation and agreed the parking could be located on the portions of the Park and Ride Lot not leased to the YMCA. The Parking Agreement also provided the YMCA would provide funds to match a 5309 Grant awarded to the City for parking related improvements.

1.4 On June 2, 2008 the Parties entered into a Parking Area Maintenance Agreement ("**Maintenance Agreement**") providing for maintenance of the Park and Ride Lot improvements.

1.5 On June 3, 2019, the Parties entered into an Encroachment Agreement ("**Encroachment Agreement**", and together with the Lease, Parking Agreement and Maintenance Agreement, the "**Transaction Documents**") providing for construction of a fence within the Leased Property.

1.6 A dispute has arisen between the Parties regarding their respective rights and obligations under the Transaction Documents relating to the obligations for maintenance and repair of the north parking lot and landscaped areas.

1.7 By this Agreement, the Parties desire to amend the Transaction Documents to include the landscaped areas and Bonni's Garden within the Leased Property, settle and compromise their differences and release any claims they have against the other and resolve the disputes between them. On the basis of the foregoing premises, and for and in consideration of the covenants and agreements set forth herein, the benefits to be derived therefrom, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend and supplement the Transaction Documents as hereinafter provided

2 Amendments. In view of the foregoing, the Parties agree to amend and supplement the Transaction Documents, as follows:

2.1 The Leased Property as those terms are defined in the Lease shall include the real property known as Bonni's Garden and the area within the fence constructed by the YMCA pursuant to the Encroachment Agreement. In addition, the landscaped area within the Park and Ride Lot shall be and the same is hereby added to the Lease as part of the Leased Property. The expanded and amended Leased Property is described and depicted in Exhibit A attached hereto and incorporated herein by this reference.

2.2 The YMCA shall be responsible for the maintenance, repair and snow removal from the portion of the north parking lot located within the Leased Property. Except as provided in this Section 2.2, the City acknowledges, covenants and agrees it is and shall be solely responsible at its expense for the maintenance, repair and snow removal from the Park and Ride Lot area not part of the Leased Property, including the south parking lot.

2.3 The Encroachment Agreement is amended to eliminate the area within the fence constructed by the YMCA and to remove the requirement that upon request of the City the YMCA will remove the fence it constructed.

3 No Further Amendments. Except as amended by this Amendment, the Transaction Documents remain unchanged and in full force and effect. If there is any conflict between the provisions of the Transaction Documents and the provisions of this Amendment, the provisions of this Amendment shall control.

4 Mutual Release. Except with respect to the obligations created or acknowledged by or arising out of this Amendment, each Party, for itself, himself, herself or themselves and their present, past and future parent and subsidiary corporations, divisions, affiliates, predecessors, partners, and joint venturers, and any and all of their officers, directors, shareholders, agents, employees, insurers, successors, or assigns of such persons or entities, does hereby release and absolutely and forever discharge the other Party and his, her, its or their present, past and future parent and subsidiary corporations, divisions, affiliates, predecessors, partners, and joint venturers, and any and all of their officers, directors, shareholders, agents,



employees, insurers, successors, or assigns of such persons or entities, from any and all claims, demands, damages, injuries, losses, debts, liabilities, accounts, reckonings, obligations, costs, expenses, compensation, liens, actions and causes of action of every kind and nature whatsoever, whether or not now known or unknown, suspected or unsuspected, matured or unmatured, fixed or contingent, direct or indirect, which either Party ever had, now has, or may claim to have from the beginning of time against the other Party arising out of or relating to the location and number of parking spaces to be made available to the YMCA by the City (“**Released Matters**”). It is the intention of the Parties that the mutual release contained herein shall be effective as a full and final accord and satisfaction and release of and from all of the Released Matters, and that each Party released hereby will have no liability to any Party granting such release by reason of anything occurring prior to the effective date of the release relating to the claims covered by this Agreement.

5 Effective Date. This Amendment is effective as of the date on which the last of the Parties executes this Amendment, and such date will be set forth in the first paragraph of this Amendment where indicated. The Parties have no rights with respect to this Amendment until they have both executed this Amendment.

6 Rule of Construction. The Parties acknowledge they and, if they so choose, their respective counsel have reviewed and revised this Amendment and the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of the Transaction Documents, this Amendment or any exhibits, attachments and addenda to the Transaction Documents and/or this Amendment. All capitalized terms in the Transaction Documents shall have the meaning in the Transaction Documents when used in this Amendment, unless otherwise defined herein.

7 Counterparts. This Amendment may be executed in multiple counterparts, each of which taken together shall constitute one and the same agreement binding upon the parties. Signatures transmitted by facsimile or via e-mail in a “PDF” format shall have the same force and effect as original signatures on this Amendment.

[end of text – signatures appear on following page]

This Amendment is executed as of the date first above written.

City of Ketchum, Idaho, a municipal corporation

By: \_\_\_\_\_

Name:

Title:

Attest:

\_\_\_\_\_  
City Clerk

Wood River Community Young Men's Christian  
Association, Inc., an Idaho nonprofit corporation

By: \_\_\_\_\_

Name:

Title:

State of Idaho )  
 ) ss.  
County of Blaine )

On this \_\_\_\_ day of \_\_\_\_\_, in the year of \_\_\_\_\_, before me, a Notary Public in and for said State, personally appeared \_\_\_\_\_, known or identified to me to be the \_\_\_\_\_ of the CITY OF KETCHUM, the municipal corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_  
My Commission expires \_\_\_\_\_

State of Idaho )  
 ) ss.  
County of Blaine )

On this \_\_\_\_ day of \_\_\_\_\_, in the year of \_\_\_\_\_, before me, a Notary Public in and for said State, personally appeared \_\_\_\_\_, known or identified to me to be the \_\_\_\_\_ of WOOD RIVER COMMUNITY YOUNG MEN'S CHRISTIAN ASSOCIATION, INC., the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_  
My Commission expires \_\_\_\_\_



City of Ketchum

**CITY COUNCIL MEETING AGENDA MEMO**

Meeting Date:  Staff Member/Dept:

Agenda Item:

Recommended Motion:

I move to approve the Memorandum of Understanding 23-015 with Wood River Fire Rescue for joint staffing.

Reasons for Recommendation:

- This agreement will allow Ketchum Fire Department and Wood River Fire Rescue to trade Firefighter/EMTs and Firefighter/Paramedics between the two agencies. This will allow better cooperation between the agencies, more consistent care and improved staffing reliability.
- Ketchum Fire Department and Wood River Fire Rescue are the two transporting ambulance contractors in Blaine County. Both have been engaged in discussions on how to make the service more efficient. That discussion has led to efforts to move toward consolidation of the fire services in Blaine County. This is part of an effort to improve cooperation and make each agency better aware of the capabilities of the other agency.
- There is no cost to either agency, as the intent is to maintain an equal trade of staff. All staff are currently permitted to provide firefighting and EMS throughout the county.

Sustainability Impact:

No impact

Financial Impact:

None OR Adequate funds exist in account:

Attachments:

1. MOU 23-015
- 2.
- 3.

**MEMORANDUM OF UNDERSTANDING  
REGARDING TRADING EMPLOYEES**

This Memorandum of Understanding (this "MOU") is entered into on \_\_\_\_\_, 2023, by and between **WOOD RIVER FIRE RESCUE**, a political subdivision of the State of Idaho (the "District"), and **KETCHUM FIRE DEPARTMENT**, a department within the City of Ketchum (the "Department"), (the District and the City may be referred to herein individually as a "Party" or collectively as the "Parties").

**INTENT**

The intent of this MOU is to provide the opportunity for personnel from each of the Parties to serve temporary assignments at the other Parties' facilities, and on the other Parties' apparatus under the supervision of the other Parties' officers.

**RECITALS**

**WHEREAS**, the District, Department, and Local IAFF leadership have identified, through discussions, that moving forward with cooperative efforts will improve training of and enhance safety for fire / EMS responders; and

**WHEREAS**, in open session, the District, Department, and Local IAFF leadership have all expressed their support for these efforts as a necessary and tangible step towards a consolidation of County fire / EMS services; and

**WHEREAS**, the Fire Chiefs have discussed with other County fire / EMS leadership the Parties' intentions and welcome further discussion with and involvement from other interested entities.

**WHEREAS**, the Local 4758 President and the Local 4923 President have already taken steps, crafting a labor agreement to merge the two represented Locals, for the same safety and interoperability purposes stated above.

**WHEREAS**, the public has indicated overwhelming support for fire / EMS consolidation efforts as a pathway to potential cost savings.

**NOW, THEREFORE**, in consideration for the mutual promises contained herein, and other good and valuable consideration, which is hereby acknowledged, the Parties agree as follows:

**1. PROCEDURES – DAILY TRADES:**

- a. Personnel from either Party may be assigned to work at the other Parties' station(s), under the other Parties' immediate supervision. All such assignments shall be voluntary on the part of the employee, with permission of the shift officer and fire chief or designee. During such assignment, the employee shall remain as an employee of their employer.
- b. When possible, these assignments should be reciprocal, with one employee from WRFR taking an assignment at KFD while one employee from KFD would take an assignment at WRFR for the same period.
- c. If necessary, and after compliance with CBA and District or Department policy, an assignment from one Party to the other may be made to best serve the entire Valley community.

**2. FINANCIAL:**

- a. All employees remain employees of their employer, operating at a different duty station. There will be no financial obligation created by this MOU. All pay, benefits, and workers compensation will remain the responsibility of the employer.
- b. Both Parties agree to make diligent attempts to ensure that the exchange of services is fair and equitable between the Parties.

**3. PROCEDURES - DETAILING:**

- a. When either Party mobilizes an apparatus under the ICMA, employees from either Party may staff that apparatus. The Party providing the apparatus shall provide the supervising officer. Employees from the other Party shall be temporarily assigned under the supervision of that officer.
- b. Each Party shall bill IDL separately and independently for their own employees assigned to the mobilized apparatus.

**IN WITNESS WHEREOF**, the Parties have executed this MOU on the date first written above.

**WOOD RIVER FIRE RESCUE**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**KETCHUM FIRE DEPARTMENT**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Attest: \_\_\_\_\_



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: June 12, 2023 Staff Member/Dept: Jade Riley - Administration

Agenda Item: Recommendation to approve Purchase Order 23111 with the Murray Group to complete strategic assessment of employee benefits.

Recommended Motion:

"I move to approve Purchase Order 23111 with the Murray Group to complete a strategic assessment of the employee benefit program."

Reasons for Recommendation:

- An Employee Engagement Committee has been formed consisting of a cross section of employees from all departments to review potential improvements to compensation and benefits.
The strategic assessment will provide empirical data of whether cost savings can be achieved without decreasing benefit levels. There was also a desire to see if restructuring of benefits could occur to ease navigation by employees.
Benefits costs has continued to increase during the last several budget cycles, more so than compensation.

Sustainability Impact:

None

Financial Impact:

None OR Adequate funds exist in account: The project can be funded via the Contingency Account. A key aspect of the project is to explore whether cost savings can be achieved without decreasing employee benefits.

Attachments:

- 1. Purchase Order 23111
2. Scope of Work
3. Contract



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

**PURCHASE ORDER**  
 BUDGETED ITEM? \_\_\_ Yes \_\_\_ No

**PURCHASE ORDER - NUMBER: 23111**

<b>To:</b> 6024 MURRAY GROUP 2929 W NAVIGATOR DR MERIDIAN ID 83642	<b>Ship to:</b> CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
--	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
06/08/2023	BANCONA	BANCONA	Administration	0	

Quantity	Description	Unit Price	Total
1.00	STRATEGIC ASSESSMENT OF EMPLOYEE BE 01-4193-9930	23,000.00	23,000.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		23,000.00

\_\_\_\_\_  
 Authorized Signature





## Scope of Services

Services which can be provided by The Murray Group:

- Medical
- Prescription Drug
- Dental
- Vision
- EAP
- FSA, HSA, HRA, MSA
- Employee Survey
- Health & Wellness
- COBRA Administration
- Worksite Benefits
- Short-Term Disability
- Long-Term Disability
- Group Life Insurance
- VEBA Services
- Voluntary Life and AD&D

### 1. Strategic Benefit Planning

TMG will provide assistance and direction in developing overall program benchmarks and targets to ensure that the plan meets your objectives and those of your employees.

### 2. Benefit Design

TMG will help to ensure that benefit designs are consistent with the strategic benchmarks and targets set forth in the strategic benefit planning process.

### 3. Funding

By Client Request, TMG will advise and counsel regarding program funding arrangements, including: review fee proposals; recommended budget rates, employee contribution rates; retiree rates, funding projections, select and procure appropriate stop loss terms; monitor program costs against expectations. TMG will also provide an IBNR calculation when appropriate to manage the plans effectively.

### 4. Vendor Management

TMG will:

- Review vendor contracts, and negotiate terms on your behalf
- Manage vendor renewal analysis and negotiations
- Conduct market analysis and vendor selection services
- Provide implementation support for annual plan design and vendor changes
- Monitor vendor performance and servicing, make recommendations for improvements
- Monitor strength and solvency of vendors
- Provide complete contract reviews

### 5. Administration

TMG will identify core administrative services, assess vendor performance, and manage vendor relationships to provide appropriate program administration. Services will also include the development of a performance guarantee agreement between you and a third-party administrator, or other vendor, if needed.

### 6. Cost Containment

Advice and assistance in the implementation of cost containment activities established within the plan, and evaluation of the success of these efforts with particular analysis of:

- Discount networks
- Review of vendors who provide cost containment activities
- Plan modifications
- Plan design
- Direct contracting



## Consulting Agreement

**THIS AGREEMENT is entered into by Murray Group, Inc., (“Consultant”) and The City of Ketchum (“Client”) effective as of [date].**

1. Murray Group agrees to provide consulting services including strategic benefit planning and support for Client’s Health and Welfare Employee Benefits program.
2. **Protected Health Information:** Murray Group agrees to ensure that any information obtained by the carriers is used and maintained only in a manner permissible by HIPAA and Idaho law. Murray Group agrees to keep any information provided by Client confidential and to exercise reasonable and prudent cautions in protecting the confidentiality of such information. If the services provided by Murray Group involve the use of protected health information, Client and Consultant agree to enter into an appropriate business associate agreement.
3. **Consulting Fee and Payment Terms:**  
Client agrees to pay Murray Group a fee of: **\$25 per employee enrolled in the health plan per month plus any ancillary commissions.**

At its election, Client will pay the consulting fee to: *(select one)*

- Client’s carrier, which fee will be embedded in the regular payment Client makes to the carrier, and then paid by the carrier to Murray Group.
  - Murray Group within 30 days of Client’s receipt of a monthly invoice.
4. **Additional Compensation:** Client shall pay Murray Group no compensation for consulting services except as otherwise set forth in Section 3 above. Some insurance carriers have instituted programs under which they pay compensation to consulting firms such as ours when a certain threshold number of enrollees in our clients’ plans that are insured by those carriers is reached. Though Murray Group does not control the criteria for meeting these thresholds, nor do we control the amount of the compensation, our firm may nonetheless become eligible for such a program. Any compensation Murray Group may be eligible for under such programs could be affected by Client’s choice to insure or not insure its health plan with one of these carriers. Murray Group’s eligibility for such compensation will affect neither the scope of services, nor the consulting fee Client pays to Murray Group under this Agreement.
  5. **Term:** The term of this Agreement shall commence on **[date]** and shall remain in full force and effect for twelve (12) months. The Agreement shall automatically renew for successive twelve-month terms unless either party provides written notice of non-renewal at least ninety (90) days prior to the end of the then current term.
  6. **Termination:** Either party may terminate this Agreement for cause upon giving the other party ninety (90) days’ written notice specifying the reason for such termination.



7. **Personnel:** Murray Group will assign its personnel according to the needs of Client and according to the disciplines required to complete the appointed task in a professional manner. Murray Group retains the right to substitute personnel with reasonable cause.
8. **Fiduciary Responsibility:** Client acknowledges that: (i) Consultant shall have no discretionary authority or discretionary control respecting the management of any of the employee benefit plans; (ii) Consultant shall exercise no authority or control with respect to management or disposition of the assets of Client's employee benefit plans; and (iii) Consultant shall perform services pursuant to this Agreement in a non-fiduciary capacity.

Client agrees to notify Consultant as soon as possible of any proposed amendments to the plans' legal documents to the extent that the amendments would affect Consultant in the performance of its obligations under this Agreement. Client agrees to submit (or cause its agent, consultants or vendors to submit) all information in its (or their) control reasonably necessary for Consultant to perform the services covered by this Agreement.

**The City of Ketchum**

Signed:

Date:

Name:

**Murray Group, Inc.**

Signed:

Date:

Name:



#### 7. Underwriting and Actuarial Services

Our in-house underwriter will provide services to effectively manage the benefit plans and satisfy your requirements. If needed, additional actuarial services will be contracted.

#### 8. Data Analysis

Upon receipt of acceptable claims data, TMG will provide you with:

- A summary health plan management report analyzing health care claims paid during the previous [twelve to thirty-six-month period];
- An online claims analysis tool that allows Ad Hoc Analysis (drill down) and further analysis of claims data; and an online plan modeling tool that evaluates the impact of plan design changes before they are implemented.

Your TMG consulting team will analyze health care claims data and provide Internet-based data analysis tools on a quarterly and annual basis.

#### 9. Financial Dashboards

TMG will provide financial dashboards that include membership, funding, administrative expenses, claims expenses and large claim analysis, upon receipt of acceptable claims data.

#### 10. Claims Reporting

TMG will provide ad hoc analysis and reporting as needed to effectively manage the benefit plans which will be a combination of our data reports and your vendor reports, upon receipt of acceptable claims data.

#### 11. Day-to-Day Administrative Issues

The TMG team will provide assistance in the daily administration of programs, including resolution of vendor service issues and addressing questions and concerns raised by your employees and administration.

#### 12. Communication

TMG will draft employee communications regarding benefit program performance and changes, including implementation of a branded website for information dissemination and production of enrollment video, and assist in the review of plan documents and insurance certificates during the planning and enrollment process. We will be available for employee presentation meetings as requested.

#### 13. Benchmark Reporting

TMG will provide benchmark reports that include data from over 44,000 employers and 74,000 plans nationwide with comparisons by industry, region, organization revenue, organization type, and number of employees.

#### 14. Compliance Tools & Legislative Information

TMG will provide compliance, consulting, guidance, informational materials on legislative developments impacting employee benefit plans. This will include guidance on topics such as FMLA, ERISA, COBRA, HIPAA, PPACA and Section 125. TMG will also make available, when appropriate, our attorney on regulatory issues related to benefits and employment law. We will also make our ERISA attorney available for training with your staff.

#### 15. Retiree Management

TMG will provide consultation, meetings, and communications for all under-65 and over-65 retirees concerning their health insurance benefits. Your TMG consulting team will include a dedicated Retiree Specialist to facilitate all questions related to your retirees.



### 16. ACA Tools

TMG will provide a suite of tools including 6055/6056 reporting (1095/1095c forms), Pay or Play calculators, full-time equivalent employee tracking, Cadillac Tax calculators, and other compliance tools.

### 17. Stewardship Report

TMG will develop and implement a detailed account stewardship plan, which will include, but not be limited to, the following:

- Specific quantifiable and measurable goals and objectives for the TMG team relating to your programs; and
- Detailed work plans which lay out the account management plan, work schedules, areas of concentration, timing and information requirements; and
- Summary review of services provided by TMG.

### 18. Meetings with Your Team and Vendors

Your Murray Group team will be available for any meeting to effectively manage and assist with your benefits program. Services will include attendance at and facilitation of regular meetings with your team and with vendors as needed to facilitate program management, including day-to-day operations and planning program changes. All travel expenses incurred to effectively manage the plan appropriately are included in our fee with no additional charge.

### 19. Health & Wellness Consulting

TMG will provide guidance in the creation of a strategic health & wellness roadmap which will include an annual operating plan. We will provide you with resources to accomplish goals along the roadmap. Some of those resources are, but not limited to: employee wellness survey, data analysis, and custom communication to your employees.

### 20. HR Consulting Services

TMG will provide: (upon client's request)

- In person HR training;
- Employee survey regarding engagement, satisfaction, and benefits;
- Templates and consultation on employee handbooks, policies, procedures, and related HR forms and notices, and review of existing materials as reasonably requested;
- Your TMG consulting team will manage reasonable in-person, email, and phone access to our employment law and ERISA attorney for consultation on HR and benefits matters as they arise.



City of Ketchum

### Reccomendation to Approve Road Closure for Special Event

Meeting Date:  Staff Member/Dept:

Agenda Item:

Recommended Motion:

*"I move to approve the street closure for the SVMoA Summer Celebration and Reopening"*

Reasons for Recommendation:

- The City of Ketchum supports special events.
- July 7th, 2023; 3:30pm-9:00pm; 5th St between Washington and 1st. for the SVMoA Summer Celebration and Reopening.
- Non-designated street closures require approval by the City Council.

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

N/A

Sustainability Impact:

None

Financial Impact:

None



City of Ketchum

**CITY COUNCIL MEETING AGENDA MEMO**

Meeting Date:  Staff Member/Dept:

Agenda Item:

**Recommended Motion:**

**Reasons for Recommendation:**

- 
- 
- 

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

**Sustainability Impact:**

**Financial Impact:**

**Attachments:**

- 
- 
-



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

**PURCHASE ORDER**  
 BUDGETED ITEM? \_\_\_ Yes \_\_\_ No

**PURCHASE ORDER - NUMBER: 23108**

<b>To:</b> 6017 POOLE PAINTING & FINISHING, INC PO BOX 4581 KETCHUM ID 83340	<b>Ship to:</b> CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
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P. O. Date	Created By	Requested By	Department	Req Number	Terms
06/07/2023	KCHOMA	KCHOMA		0	

Quantity	Description	Unit Price	Total
1.00	PAINTING SERVICES 01-4193-9930	3,580.00	3,580.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		3,580.00

\_\_\_\_\_  
 Authorized Signature





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

**PURCHASE ORDER**  
 BUDGETED ITEM? \_\_\_ Yes \_\_\_ No

**PURCHASE ORDER - NUMBER: 23109**

<b>To:</b> 2685 JACOBSEN, KAREN P.O. BOX 3403 KETCHUM ID 83340	<b>Ship to:</b> CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
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P. O. Date	Created By	Requested By	Department	Req Number	Terms
06/07/2023	KCHOMA	KCHOMA		0	

Quantity	Description	Unit Price	Total
1.00	ART MURAL 01-4193-9930	8,600.00	8,600.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		8,600.00

\_\_\_\_\_  
 Authorized Signature





City of Ketchum

### CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:  Staff Member/Dept:

Agenda Item:

**Recommended Motion:**

I move to authorize the Mayor to sign Utility Encroachment Agreement #22862 with David and Michelle Duffield.

**Reasons for Recommendation:**

- The property located at 110 Bear Lane contains a 45-foot-wide utility easement to benefit the City of Ketchum. The property owner wishes to permit the placement of concrete driveway pavers, pathway pavers, and landscaping improvements over the utility easement.
- The improvements will not impact the use or operation of the municipal water line within the utility easement.
- Encroachment Agreement 22862 allows the City to enter the subject property without notification to the property owner at any time to perform any necessary repair or maintenance to the municipal water system lying within the utility easement as may be required. All costs and expenses incident to the repair or maintenance of the municipal water utilities within the utility easement as well as all costs and expenses for repairs and replacement of any damage to the paver driveway, paver pathway, and landscaping improvements shall be borne by the property owner and not by the City.

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

**Sustainability Impact:**

None OR state impact here: The Encroachment Agreement does not limit the ability of the city to reach the goals of the Ketchum Sustainability Action Plan – 2020.

Financial Impact:

None OR Adequate funds exist in account:	There is no financial requirement from the city for this action at this time. The agreement obligates the property owner to install, maintain, and repair the permanent encroachments at their own expense.
--	---

Attachments:

1. Utility Encroachment Agreement #22862
2. Exhibit "A"
3.

**WHEN RECORDED, PLEASE RETURN TO:**

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

---

**ENCROACHMENT AGREEMENT 22862**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of June, 2023, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho 83340 and DAVID & MICHELLE DUFFIELD, (collectively referred to as "Owner"), whose address is Post Office Box 10092, Ketchum, Idaho 83340.

*RECITALS*

WHEREAS, Owner is the owner of real property described as 110 Bear Lane ("Subject Property"), located within the City of Ketchum, State of Idaho; and

WHEREAS, the Subject Property contains a 45-foot-wide utility easement granted per the Rocking Ranch No. 3 Subdivision (referred to as "Utility Easement"); and

WHEREAS, the Utility Easement on the Subject Property is for the operation, replacement, maintenance, and repair of City water lines with the free right of access at any and all times so that the City may construct, improve, maintain, replace, and repair the public water line within the Utility Easement;

WHEREAS, Owner wishes to permit placement of stone driveway pavers, pathway pavers, and landscaping over the Utility Easement on the Subject Property. These Improvements are shown in Exhibit "A" attached hereto and incorporated herein (collectively referred to as the "Improvements"); and,

WHEREAS, Ketchum finds that said Improvements will not impede the use of said Utility Easement at this time subject to the terms and provisions of this Agreement;

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

*TERMS AND CONDITIONS*

1. Ketchum shall permit Owner to install and maintain concrete driveway pavers, pathway pavers, and landscaping identified in Exhibit "A" within the Utility Easement on the Subject Property until notified by Ketchum to remove the infrastructure at which time Owner shall remove infrastructure at Owner's expense.

2. Owner shall be responsible for the maintenance and repair of said Improvements. Any modification to the Improvements identified in Exhibit "A" shall be approved by the City prior to any modifications taking place.

3. The City and City's agents and employees shall be permitted to enter the Subject Property without notification to the property owner at any time to perform any necessary repair or maintenance of any portion of the municipal water system lying within the Utility Easement as may be required. All costs and expenses incident to the repair or maintenance of the municipal water utilities within the Utility Easement as well as all costs and expenses for repairs and replacement of any damage to the Improvements shall be borne by the Owner and not by the City.

4. In consideration of Ketchum allowing Owner to maintain the Improvements in the Utility Easement, Owner agrees to indemnify and hold harmless Ketchum from and against any and all claims of liability for any injury or damage to any person or property arising from the Improvements constructed, installed and maintained in the public utility easements. Owner shall further indemnify and hold Ketchum harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Owner's part to be performed under this Agreement, or arising from any negligence of Owner or Owner's agents, contractors or employees and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such action or proceeding brought thereon. In the event any action or proceeding is brought against Ketchum by reason of such claim, Owner, upon notice from Ketchum, shall defend Ketchum at Owner's expense by counsel satisfactory to Ketchum. Owner, as a material part of the consideration to Ketchum, hereby assumes all risk of damages to property or injury to persons in, upon or about the Improvements constructed, installed and maintained in the public right-of-way arising from the construction, installation and maintenance of said Improvements and Owner hereby waives all claims in respect thereof against Ketchum.

5. Ketchum shall not be liable for injury to Owner's business or loss of income therefrom or for damage which may be sustained by the person, goods, wares, merchandise or property of Owner, its tenants, employees, invitees, customers, agents or contractors or any other person in or about the Subject Property caused by or resulting from the Improvements constructed, installed, removed or maintained in the public utility easement.

6. Owner understands and agrees that by maintaining the Improvements in the public utility easement pursuant to this Agreement, Owner obtains no claim or interest in said public utility easement which is adverse to that of Ketchum and that Owner obtains no exclusive right to said public utility easement nor any other right to use the public right-of-way not specifically described herein.

7. In the event either party hereto retains an attorney to enforce any of the rights, duties and obligations arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney's fees at the trial and appellate levels and, whether or not litigation is actually instituted.

8. This Agreement shall be governed by, construed, and enforced in accordance with the laws and decisions of the State of Idaho. Venue shall be in the District Court of the fifth Judicial District of the State of Idaho.

9. This Agreement sets forth the entire understanding of the parties hereto and shall not be changed or terminated orally. It is understood and agreed by the parties hereto that there are no verbal promises or implied promises, agreements, stipulations or other representations of any kind or character pertaining to the Improvements maintained in the public right-of-way other than as set forth in this Agreement.

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

11. This Agreement shall be recorded with the Blaine County Recorder by Ketchum.

12. The parties fully understand all of the provisions of this Agreement, and believe them to be fair, just, adequate, and reasonable, and accordingly accept the provisions of this Agreement freely and voluntarily.

OWNER:

CITY OF KETCHUM:

By: \_\_\_\_\_  
David Duffield

By: \_\_\_\_\_  
Neil Bradshaw  
Its: Mayor

By: \_\_\_\_\_  
Michelle Duffield

STATE OF \_\_\_\_\_, )  
County of \_\_\_\_\_, ) ss.

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

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

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
Residing at \_\_\_\_\_  
Commission expires \_\_\_\_\_

STATE OF \_\_\_\_\_, )  
County of \_\_\_\_\_, ) ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned Notary Public in and for said State, personally appeared MICHELLE DUFFIELD, known to me to be the person who executed the foregoing instrument and acknowledged to me that she executed the same.

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

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
Residing at \_\_\_\_\_  
Commission expires \_\_\_\_\_



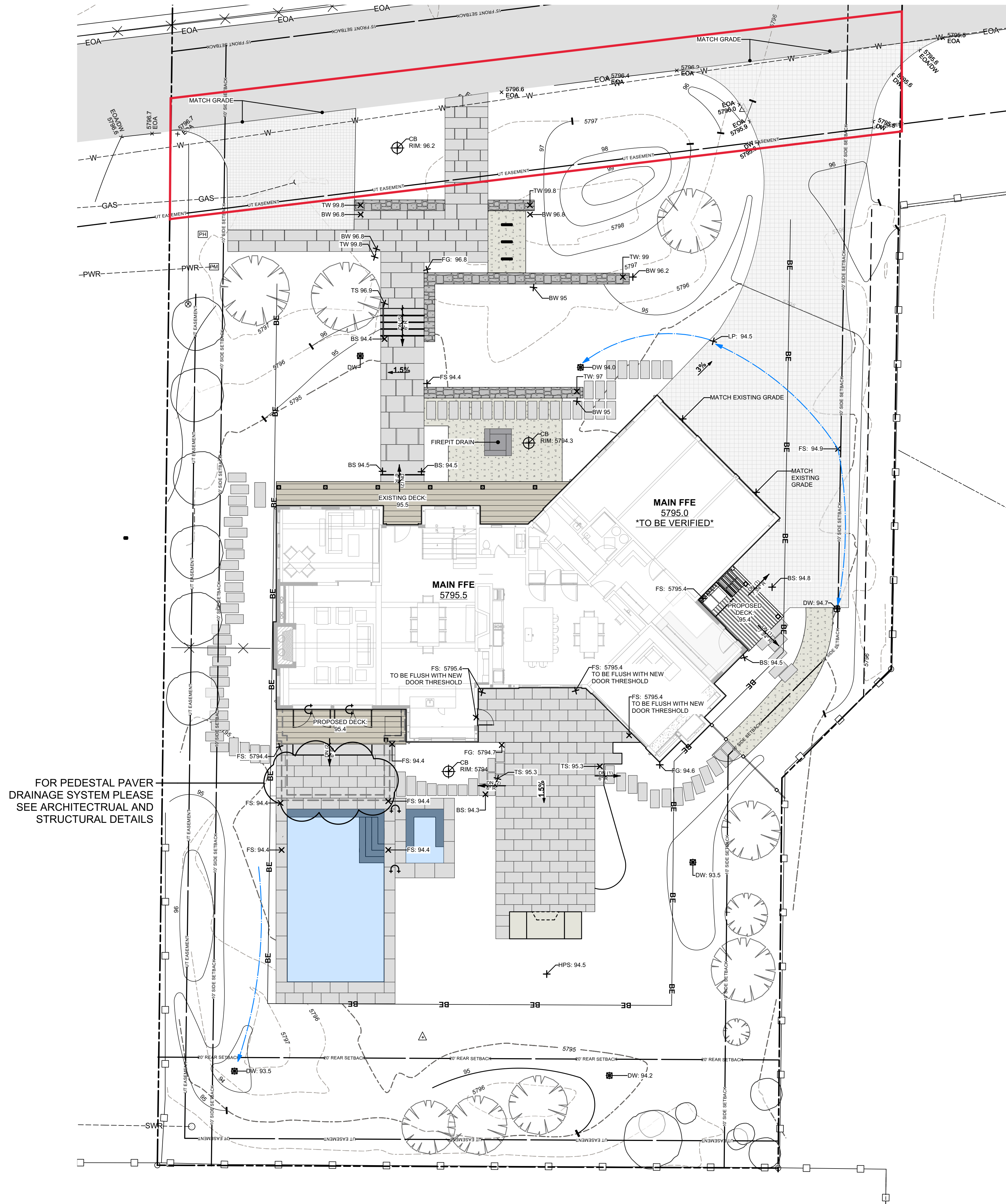
STATE OF IDAHO )  
 ) ss.  
County of Blaine )

On this \_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned Notary Public in and for said State, personally appeared NEIL BRADSHAW, known or identified to me to be the Mayor of the CITY OF KETCHUM, IDAHO, and the person who executed the foregoing instrument on behalf of said municipal corporation and acknowledged to me that said municipal corporation executed the same.

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

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
Residing at \_\_\_\_\_  
Commission expires \_\_\_\_\_

**EXHIBIT "A"**



SHEET LEGEND	
SYMBOL	DESCRIPTION
---	Property Line
BE	Building Envelope
EOA	Edge of Asphalt
---	60' SV Access Easement
---	10' Side Setback
---	20' Rear Setback
---	Utility Easement
---	Existing Contours
XXXX	Proposed Contours
---	Existing Utility
---	Surface Material - Gravel
---	Hardscape - Cut Stone Pavers
---	Hardscape - Cut Stone Steps
---	Hardscape - Deck
---	Masonry Wall

GRADING + DRAINAGE LEGEND	
SYMBOL	DESCRIPTION
⊕	12" Catch Basin: #
⊕	12" Drywell: #
⊕	24" Drywell (Cast Iron): #
---	4" Solid SDR-35 Drain Pipe
---	4" Perforated Drain Pipe
X.X%	% Pitch
→	Drainage Direction
FLUSH	Flush Grade Condition
FFE	Finished Floor Elevation
+10.50	Spot Elevation
FG	Finished Grade
FS	Finished Surface
TS	Top of Step
BS	Bottom of Step
TW	Top of Wall
BW	Bottom of Wall
TM	Top of Metal
LP	Low Point
HP	High Point

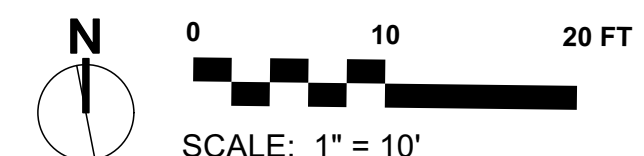
**PERMIT SET**  
**DUFFIELD RESIDENCE**  
110 BEAR LANE KETCHUM, ID 83340

FILENAME: DUFFIELD\_City  
Comment  
PROJECT MANAGER: Revisions.vyx  
DRAWN BY: XX  
ISSUE DATE: 5/3/2023  
PLOT DATE: 5/4/23 10:34:55 AM

**GRADING +  
DRAINAGE**

SHEET NO.

**L4.0**











City of Ketchum

### Recommendation to Approve Purchase Order 23110 Summer Solstice Celebration – Edge Event Productions

Meeting Date:  Staff Member/Dept:

Agenda Item:

**Recommended Motion:**

**Reasons for Recommendation:**

- The City of Ketchum desires to promote business by enhancing the visitor and resident experience in the Ketchum/Sun Valley area with the Summer Solstice Celebration. Accordingly, the City has determined that Summer Solstice Celebration serves a public purpose and is a benefit to its citizens.
- The Summer Solstice Celebration has been a successful addition to the event and one that the community looks forward to.
- The City desires to contract with an artist unique to this town to perform at the Summer Solstice

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

**Sustainability Impact:**

**Financial Impact:**

**Attachments:**

1. Contract #23110
2. Purchase Order 23110



City of Ketchum

## Summer Solstice Celebration Contract #23110 with Edge Event Productions

THIS CONTRACT FOR SERVICES (“Agreement”) is entered into effective as of this \_\_\_\_ day of \_\_\_\_\_ 2023 by and between Edge Event Productions (the “Contractor”) and the City of Ketchum (the “City”), an Idaho municipal corporation (Edge Event Productions and City of Ketchum are, collectively, the “Parties”) with reference to the following facts:

### RECITALS

- A. The City of Ketchum desires to promote business by enhancing the visitor and resident experience in the Ketchum/Sun Valley area with the Summer Solstice Celebration. Accordingly, the City has determined that Summer Solstice Celebration serves a public purpose and is a benefit to its citizens.
- B. The City has contracted with an artist(s) to perform at the Summer Solstice Celebration.
- C. Edge Event Productions provides services to local events and has the expertise and equipment necessary to meet the City’s requirements to provide lights, stage and sound for the artist(s).
- D. The City of Ketchum desires to retain the services of Edge Event Productions and Edge Event Productions desires to provide the services, as set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Description of Services.** Edge Event Productions agrees to provide equipment, lights, stage and set up as listed in attached Powell Brothers and Grateful (the “Services”) for the Summer Solstice Celebration on June 21, 2022.
2. **Payment for Services.** In exchange for the Services, the City of Ketchum shall pay Edge Event Productions Eight Thousand and NO/100th Dollars (\$8000.00).
3. **Independent Contractor.** In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. The Contractor is not an employee of the City under the meaning or application of any Federal or State Unemployment or Insurance Laws or Workers’ Compensation Laws, and Contractor shall assume all liabilities and obligations imposed by any one or more of such laws. Contractor shall not have any authority to assume or create any obligations, express or implied, on behalf of the City.

4. **Nonassignment.** This Agreement, in whole or in part, shall not be assigned or transferred by Contractor to any other party except upon the prior written consent of the City and approved by the Ketchum City Council.
5. **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 in connection with the act and/or any performances or activities of Contractor, Contractor’s agents, employees, or representatives under this Agreement.
6. **Insurance.** The City and Contractor warrant that they each carry workers' compensation, comprehensive liability, automobile, and other insurance with reasonable coverage and in reasonable amounts sufficient to insure against anticipated risks in connection with services under this Agreement.
7. **Succession.** This Agreement shall be binding upon all successors in interest of either party hereto.
8. **Law of Idaho.** This Agreement shall be construed in accordance with the laws of the State of Idaho.

NOW THEREFORE, by executing this Agreement each signatory affirms that they have read and understand its terms, and that each has the full power and authority to enter into this Agreement on behalf of the entity for which they have signed.

**CITY OF KETCHUM**

**EDGE EVENT PRODUCTIONS**

\_\_\_\_\_  
Neil Bradshaw, Mayor

\_\_\_\_\_  
Andy Ferguson

ATTEST:

\_\_\_\_\_  
Trent Donat  
City Clerk



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

**PURCHASE ORDER**  
 BUDGETED ITEM? \_\_\_ Yes \_\_\_ No

**PURCHASE ORDER - NUMBER: 23110**

<b>To:</b> 5789 EDGE EVENT PRODUCTIONS PO BOX 4425 HAILEY ID 83333	<b>Ship to:</b> CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
--	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
06/07/2023	KCHOMA	KCHOMA		0	

Quantity	Description	Unit Price	Total
1.00	STAGE COMPANY FOR SUMMER SOLSTICE 2 22-4910-6060 491035	8,000.00	8,000.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		8,000.00

\_\_\_\_\_  
 Authorized Signature





City of Ketchum

**CITY COUNCIL MEETING AGENDA MEMO**

Meeting Date:  Staff Member/Dept:

Agenda Item:

Recommended Motion:

Reasons for Recommendation:

- HDR authored the city’s master transportation plan and associated goals/standards
- The Traffic Authority frequently receives transportation improvement requests that require a licensed traffic engineer to evaluate and design
- Pending examples include but are not limited to:
  - Installation of new rapid flashing beacon crosswalk on Main Street/Hwy 75 near Backwoods Sports
  - Traffic calming (speed cushions or paint striping) on Bird Drive, Williams Street and Wood River Drive

Sustainability Impact:

Financial Impact:

<input type="text" value="None OR Adequate funds exist in account:"/>	This amendment authorizes an additional \$25,000 for future work. Adequate funds are contained in the professional services budget.
---	---

Attachments:

- |                    |
|--------------------|
| 1. First amendment |
|--------------------|

**EXHIBIT A**  
**TASK ORDER AMENDMENT**

This Task Order pertains to an Agreement by and between City of Ketchum, (“OWNER”), and HDR Engineering, Inc. (“ENGINEER”), dated September 13, 2021, (“the Agreement”). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: 04- Amendment 01  
PROJECT NAME: 2022 On-Call Services as Directed

PART 1.0 PROJECT DESCRIPTION: See Attachment A

2022 On-Call Services as Directed

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT: See Attachment A

PART 3.0 OWNER’S RESPONSIBILITIES: See Attachment A

PART 4.0 PERIODS OF SERVICE: See Attachment A

August 1, 2022 – **August 31, 2024**

PART 5.0 ENGINEER’S FEE: See Attachment B

Original Task Order	\$25,000.00
Amendment 01 (this Amendment)	\$25,000.00
Total Task Order	<hr style="width: 100%; border: 0.5px solid black;"/> \$50,000.00

PART 6.0 OTHER: N/A

This Task Order is executed this \_\_\_\_\_ day of May, 2023.

City of Ketchum

“OWNER”

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

HDR ENGINEERING, INC.

“ENGINEER”

BY: 

NAME: Kate Eldridge

TITLE: Senior Vice President

ADDRESS: 412 E Parkcenter Blvd  
Suite 100  
Boise, Idaho 83706



## SCOPE OF SERVICES

### Project Description

This Scope of Services (SOS) includes a Services as Directed tasks to assist the city of Ketchum, Idaho (City) in small traffic engineering tasks that may arise from time to time.

The scope narrative is organized by the following tasks:

- Task 100 Project Management
- Task 200 Services as Directed

### Key Understandings

1. The City is the agreement administrator, and the project is funded by the City. State and Federal funds will not be used.
2. The City and/or S&C Associates will perform the coordination with the Idaho Transportation Department (ITD) and pay any associated permitting fees as applicable on any associated tasks.
3. The City will coordinate survey needs for this SOS order under a separate contract with a separate contractor.
4. The city and/or S&C Associates will complete utility coordination for the task order.
5. The SOS assumes a twelve (12) month duration for estimating purposes based on an NTP of September 1, 2022.
6. In providing opinions of probable construction cost for the project, HDR has no control over cost or price of labor and materials, unknown or latent conditions of existing equipment or structures that might affect operation or maintenance costs, competitive bidding procedures and market conditions, time or quality of performance by operating personnel or third parties, and other economic and operational factors that might materially affect the ultimate cost or schedule. HDR, therefore, will not warranty project costs will not vary from HDR's opinions, analyses, projections, or estimates.
7. The project budget shall not exceed \$25,000.
8. All deliverables are in PDF format unless noted otherwise

## 100 PROJECT MANAGEMENT

### 110 Project Initiation and Project Management Plan

HDR will set up the project files and accounting system, as well as prepare a Project Management Plan for use by the project team, including the City. The plan will include key project information such as communication protocols, contact information for key team members, project schedule, project delivery process, quality control procedures and will be updated as needed during the project development process.

#### Deliverables

- Project Management Plan (information only, no review)

#### Assumptions

- No Kick off meeting will be held.



## 120 Project Team Meetings

Project team meetings will be conducted throughout the duration of the project. Team meetings will be held via conference call to review project status and address questions with the City. Timing and scheduling of these meetings will be determined at the project kick-off meeting. The team meetings will be held via conference call throughout the project.

All meetings will include an agenda and discussion of action items. Meeting minutes will be prepared and distributed.

### Assumptions

- Project Team meetings are anticipated to be virtual and last one (1) hour, including preparing meeting minutes.

### Deliverables

- Project Team meetings agendas and minutes

## 130 Status Calls

Status calls between the HDR PM and the City PM will be scheduled as needed throughout the duration of the project to coordinate project status and needs. The HDR PM will coordinate the necessary updates and action items for the calls.

### Assumptions

- Status calls will be scheduled as necessary.

### Deliverables

- Action Item List - via email, if necessary

## 140 Project Administration, Progress Reports and Invoicing

HDR will staff and manage a project team to provide project deliverables and manage the budget and schedule. Monthly progress reports and invoices will meet the City's requirements. HDR will submit invoices to the City.

### Deliverables

- Monthly Invoice and Progress Report - including labor and expense backup

## 200 Services as Directed

HDR will assist the City in small traffic engineering needs that arise from time to time. These additional Services as Directed are scoped to provide flexibility in responding efficiently. HDR and the City will jointly agree by email on a scope of services, manhours, labor, travel and material costs for each task. Each task will be included as a sub task to task 200.

### Assumptions

- Traffic signal timing implementation or signal timing plan adjustments are not included in this scope of work.
- Work as part of other task orders currently under contract are not included in this scope of work.

### Deliverables

- TBD

# Attachment B

**CONSULTANT NAME: HDR Engineering, Inc.**  
**PROJECT NAME: City of Ketchum Services as Directed, Amendment 1**  
**PROJECT NO.: 10353508**  
**KEY NO. N/A**

## DESIGN

### A. SUMMARY ESTIMATED MAN-DAY COSTS

	Man-Hours	Rate	Labor Cost
1 Principal in Charge	= 0.50 @	\$331.00 =	\$165.50
2 Quality Control	= 12.00 @	\$223.00 =	\$2,676.00
3 Project Manager	= 33.00 @	\$244.00 =	\$8,052.00
4 Senior Land Use Planner	= 6.00 @	\$292.00 =	\$1,752.00
5 Planner	= 8.00 @	\$173.00 =	\$1,384.00
6 Traffic Engineer	= 24.00 @	\$153.00 =	\$3,672.00
7 Traffic EIT	= 24.00 @	\$113.00 =	\$2,712.00
8 CADD/Graphic Support	= 12.00 @	\$115.00 =	\$1,380.00
9 Accounting	= 24.00 @	\$109.00 =	\$2,616.00
<b>TOTAL = 143.50</b>		<b>TOTAL =</b>	<b>\$24,410.00</b>

### B. OUT-OF-POCKET EXPENSES

**HDR TOTAL ESTIMATED EXPENSE\* = \$44.00**  
 \* See attached Direct Expenses for HDR

### C. ESCALATION

Anticipated Agreement Date: 5/7/2023 - 08/31/2024  
 Project Duration: 16 months  
 Escalation Period: 8 months

Total Labor Cost		X	Esc Ratio		Annual Esc		
\$24,410.00			50%	x	4.5%	=	<b>\$549.23</b>

**HDR Subtotal = \$25,003.23**

### D. SUBCONSULTANTS

**Subconsultant Subtotal = \$0.00**

<b>TOTAL = \$25,003.23</b>
----------------------------

<b>Employee</b>	<b>Title</b>	<b>City of Ketchum 2023 Rate</b>
Kate Eldridge	Principal in Charge	\$331.00
Cameron Waite	Project Manager	\$244.00
Daniel Jones	Quality Control	\$223.00
Pete Eschbacher	Structures Lead	\$222.00
Pierson Dewit	Traffic Lead	\$222.00
Stephanie Borders	Public Involvement	\$196.00
Camille Alexander	Project Coordinator	\$173.00
Brett Kohring	Study Lead	\$162.00
Ben Focht	Study Support	\$144.00
Colton Murphy	Structures Support	\$130.00
Aubrey Thomas	Traffic Support	\$124.00
Karen Hildebrand	CADD/Graphic Support	\$115.00
Alesha Willis	Accounting	\$109.00
Blum, Mattew	Traffic Support	\$102.00

Effective Date: January 1, 2023

We reserve the right to update wage rates on January 1, 2024

NOTE: This rate sheet is considered CONFIDENTIAL information, not for distribution.

The list of employees above may be supplemented as work tasks are identified by the City.

We reserve the right to add additional staff as appropriate for work requested.



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: June 12, 2023 Staff Member/Dept: Morgan Landers, AICP – Director of Planning and Building

Agenda Item: Recommendation to hold a public hearing and approve the Crossbuck McNee Townhouse Preliminary Plat and Phased Development Agreement #22854.

Recommended Motion:

I move to approve the Crossbuck McNee Townhouse Preliminary Plat and Phased Development Agreement #22854.

Reasons for Recommendation:

- The Planning and Zoning Commission approved a Design Review application (P21-025) and recommended approval of a Townhouse Preliminary Plat (P21-026), for two detached townhomes on the Property on September 21, 2021. A phased development agreement was not requested at the time of preliminary plat request. The townhouse preliminary plat was not forwarded to the City Council for approval due to site access negotiations.
The city issued individual building permits for subplot 1A and subplot 1B (B21-133). The site access issues were resolved through review of the building permit approval. Both sublots are currently under construction, however, one subplot is progressing more quickly than the other.
The phased development agreement would permit a final plat to be filed with the city for approval following issuance of a certificate of occupancy for the first townhouse unit, rather than requiring a certificate of occupancy for both units prior to approval of a final plat.
The Planning and Zoning Commission recommended approval of the phased development agreement after holding a public hearing at their May 23, 2023 meeting.

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

Pursuant to KMC 16.04.110.B - Development plan. In addition to the preliminary plat, subdivision application and data, the subdivider shall submit to the Administrator a development plan with a schedule for the entire project, containing all of the information required in subsection 16.04.030 of this chapter. The townhouse preliminary plat was recommended for approval on September 21, 2021. The townhouse preliminary plat is included as Attachment A to this report. The townhouse preliminary plat meets all the requirements of a townhouse preliminary plat as outlined in the Draft Findings of Fact, Conclusions of Law, and Decision included as Attachment B to this report.

According to the applicant, development of subplot 1B will be completed first, followed by subplot 1A a few weeks later. The draft Phased Development Agreement includes maintenance responsibilities, a construction and completion schedule, and process requirements for filing of the townhouse final plat.



Sustainability Impact:

Approval of the townhouse preliminary plat and phased development agreement would not limit the city's ability to achieve the goals of the Sustainability Action Plan.

Financial Impact:

None OR Adequate funds exist in account:

No financial assistance is being requested by the applicant

Attachments:

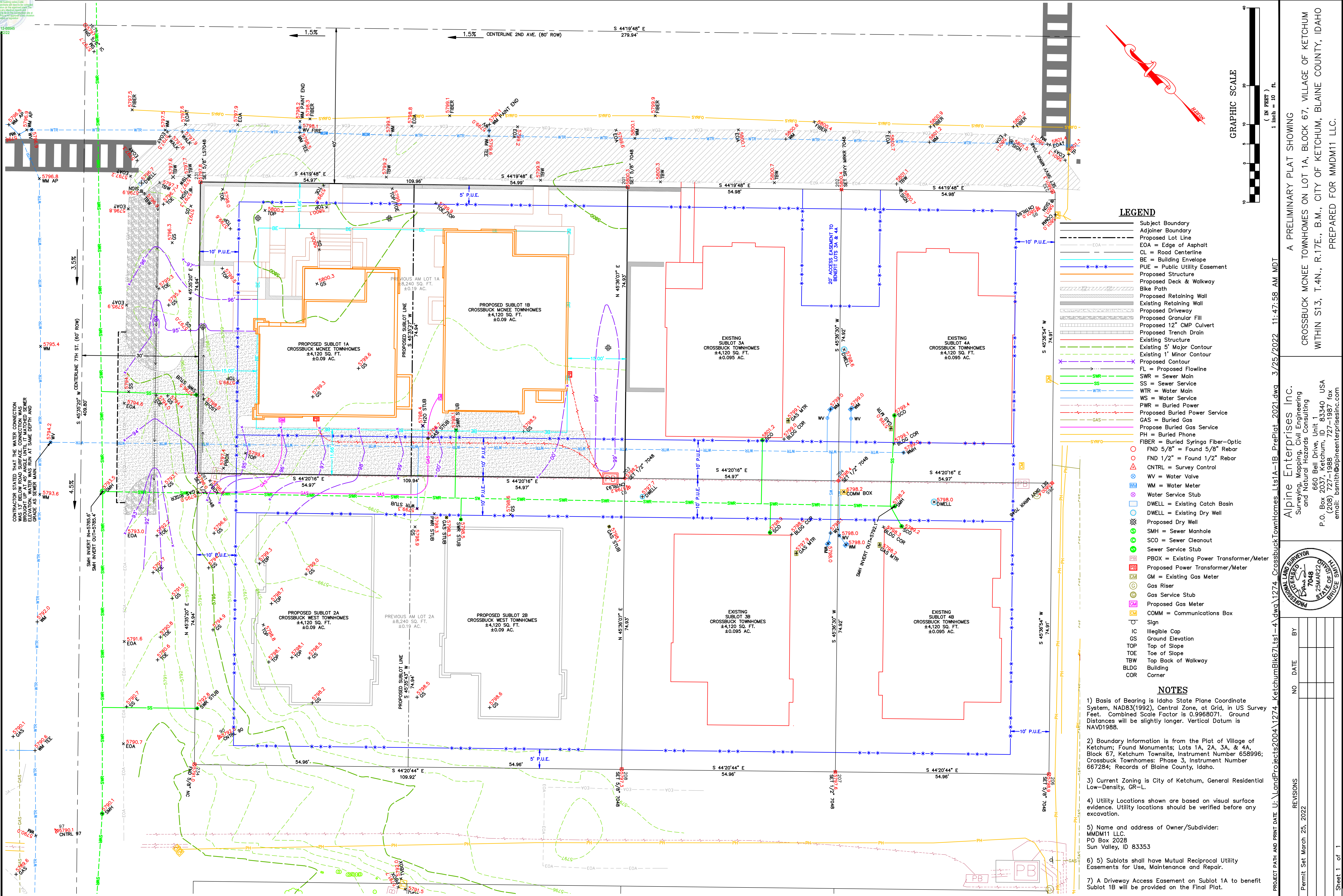
1. Crossbuck McNee Townhouse Preliminary Plat
2. Draft Findings of Fact, Conclusions of Law, and Decision
3. Crossbuck McNee Phased Development Agreement #22854



City of Ketchum

# Attachment 1: Crossbuck McKnee TH Preliminary Plat





**LEGEND**

- Subject Boundary
- Adjoiner Boundary
- Proposed Lot Line
- EOA = Edge of Asphalt
- CL = Road Centerline
- BE = Building Envelope
- PUE = Public Utility Easement
- Proposed Structure
- Proposed Deck & Walkway
- Bike Path
- Proposed Retaining Wall
- Existing Retaining Wall
- Proposed Driveway
- Proposed Granular Fill
- Proposed 12" CMP Culvert
- Proposed Trench Drain
- Existing Structure
- Existing 5' Major Contour
- Existing 1' Minor Contour
- Proposed Contour
- FL = Proposed Flowline
- SWR = Sewer Main
- SS = Sewer Service
- WTR = Water Main
- WS = Water Service
- PWR = Buried Power
- Proposed Buried Power Service
- GAS = Buried Gas
- Proposed Buried Gas Service
- PH = Buried Phone
- FIBER = Buried Syringa Fiber-Optic
- FND 5/8" = Found 5/8" Rebar
- FND 1/2" = Found 1/2" Rebar
- CNTRL = Survey Control
- WV = Water Valve
- WM = Water Meter
- Water Service Stub
- DWELL = Existing Catch Basin
- DWELL = Existing Dry Well
- Proposed Dry Well
- SMH = Sewer Manhole
- SCO = Sewer Cleanout
- Sewer Service Stub
- PBOX = Existing Power Transformer/Meter
- Proposed Power Transformer/Meter
- GM = Existing Gas Meter
- Gas Riser
- Gas Service Stub
- Proposed Gas Meter
- COMM = Communications Box
- IC = Illegible Cap
- GS = Ground Elevation
- TOP = Top of Slope
- TOE = Toe of Slope
- TBW = Top Back of Walkway
- BLDG = Building
- COR = Corner

**NOTES**

- 1) Basis of Bearing is Idaho State Plane Coordinate System, NAD83(1992), Central Zone, at Grid, in US Survey Feet. Combined Scale Factor is 0.9968071. Ground Distances will be slightly longer. Vertical Datum is NAVD1988.
- 2) Boundary Information is from the Plat of Village of Ketchum; Found Monuments: Lots 1A, 2A, 3A, & 4A, Block 67, Ketchum Townsite, Instrument Number 658996; Crossbuck Townhomes: Phase 3, Instrument Number 667284; Records of Blaine County, Idaho.
- 3) Current Zoning is City of Ketchum, General Residential Low-Density, GR-L.
- 4) Utility Locations shown are based on visual surface evidence. Utility locations should be verified before any excavation.
- 5) Name and address of Owner/Subdivider:  
MMDM11 LLC  
PO Box 2028  
Sun Valley, ID 83353
- 6) 5) Sublots shall have Mutual Reciprocal Utility Easements for Use, Maintenance and Repair.
- 7) A Driveway Access Easement on Sublot 1A to benefit Sublot 1B will be provided on the Final Plat.



A PRELIMINARY PLAT SHOWING  
CROSSBUCK MCNEE TOWNHOMES ON LOT 1A, BLOCK 67, VILLAGE OF KETCHUM  
WITHIN S13, T.4N., R.17E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
PREPARED FOR MMDM11 LLC.

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

PROFESSIONAL LAND SURVEYOR  
7048  
STATE OF IDAHO  
BRUCE W. HUNTS

REVISIONS	NO	DATE	BY
Permit Set	March 25, 2022		

PROJECT PATH AND PRINT DATE: U:\LandProjects\2004\1274\_Ketchum\Blk67\ts1-4.dwg\1274\_CrossbuckTownHomes\_Lts1A-1B\_PrelPlat\_2021.dwg 3/25/2022 11:47:58 AM MDI  
Sheet 1 of 1





City of Ketchum

# Attachment 2: Draft Findings of Fact, Conclusions of Law, and Decision



City of Ketchum  
Planning & Building

IN RE:	)	
	)	
Crossbuck McNee Townhomes	)	<b>KETCHUM CITY COUNCIL</b>
Townhouse Subdivision Preliminary Plat	)	<b>FINDINGS OF FACT, CONCLUSIONS OF LAW, AND</b>
Date: June 12, 2023	)	<b>DECISION</b>
	)	
File Number: 21-026	)	

PROJECT: Crossbuck McNee Townhomes

APPLICATION TYPE: Townhouse Subdivision Preliminary Plat

FILE NUMBER: P21-026

ASSOCIATED APPLICATIONS: Design Review (P21-025)

REPRESENTATIVE: Bruce Smith, Alpine Enterprises (surveyor)

OWNER: MMDM11, LLC

LOCATION: Southwest Corner of 2nd Avenue & W 7th Street (Ketchum Townsite: Amended Block 67: Lot 1A)

ZONING: General Residential Low Density (GR-L)

OVERLAY: None

**RECORD OF PROCEEDINGS**

The Planning & Zoning Commission considered the Crossbuck McNee Townhomes Design Review (Application File No. P21-025) and Townhouse Subdivision Preliminary Plat (Application File No. P21-026) applications during their meetings on July 27<sup>th</sup>, July 30<sup>th</sup>, and August 24<sup>th</sup>, 2021. The development applications were considered concurrently and the associated public hearings were combined in accordance with Idaho Code §67-6522. After considering Staff’s analysis, the applicant’s presentation, and public comment, the Planning & Zoning Commission unanimously approved the Crossbuck McNee Townhomes Design Review (Application File No. P21-025) application and recommended approval of the Townhouse Subdivision Preliminary Plat (Application File No. P21-026). The City Council held a public hearing and reviewed the Townhouse Subdivision Preliminary Plat and Phased Development Agreement application at the June 12, 2023

Public Hearing Notice

A public hearing notice for the Planning and Zoning Commission meeting was mailed to all owners of property within 300 feet of the project site and all political subdivision on July 7<sup>th</sup>, 2021. The public hearing notice was published in the Idaho Mountain Express the on July 7<sup>th</sup>, 2021. A notice was posted on the project site and the city’s website on July 20<sup>th</sup>, 2021. The public hearing for the project was continued from the Planning & Zoning Commission meetings of July 27<sup>th</sup> and July 30<sup>th</sup>, 2021.

A public hearing notice for the City Council meeting was mailed to all owners of property within 300 feet of the project site and all political subdivisions on May 24, 2023. The public hearing notice was published in the Idaho Mountain Express on May 24, 2023. A notice was posted on the project site and the city’s website on May 26, 2023.

**FINDINGS OF FACT**

The City Council having reviewed the entire project record, provided notice, and conducted the required public hearing does hereby make and set forth these Findings of Fact, Conclusions of Law, and Decision as follows:

**FINDINGS REGARDING CROSSBUCK MCNEE TOWNHOMES**

The Crossbuck McNee Townhomes project is comprised of concurrent Design Review and Townhouse Subdivision Preliminary Plat applications for the development of two new detached townhome units and associated site improvements on an undeveloped property located at the southwest corner of 2nd Avenue and W 7th Street (Ketchum Townsite: Amended Block 67: Lot 1A). The townhome units will share a private driveway accessed from 7th Street. The townhome development’s total proposed building coverage is 35%. Lot 1A within Block 67 of Ketchum Townsite will be subdivided into two townhouse sublots. The Crossbuck McNee Townhomes project requires both Design Review for the development of multi-family residential dwellings (Ketchum Municipal Code §17.96.010.A3) and a Townhouse Subdivision Preliminary Plat to create the townhouse sublots (Ketchum Municipal Code §16.04.080). The project plans for the new townhome development were attached as Exhibit A to the July 27<sup>th</sup> and August 24<sup>th</sup>, 2021 staff reports.

**FINDINGS REGARDING TOWNHOUSE SUBDIVISION REQUIREMENTS**

Townhouse Plat Requirements					
Compliant			Standards and Commission Findings		
Yes	No	N /A	City Code	City Standards and Commission Findings	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.B	Townhouse Owners' Documents: The subdivider of the townhouse project shall submit with the preliminary plat application a copy of the proposed party wall agreement and any proposed document(s) creating an association of owners of the proposed townhouse sublots, which shall adequately provide for the control and maintenance of all commonly held facilities, garages, parking and/or open spaces. Prior to final plat approval, the subdivider shall submit to the city a final copy of such documents and shall file such documents prior to recordation of the plat, which shall reflect the recording instrument numbers.	
			Findings	The applicant has submitted a complete preliminary plat application including the CC&Rs. The applicant shall submit a final copy of the Townhouse Declaration and CC&Rs document to the Planning & Building Department and file such document prior to recordation of the final plat.	

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.C.1	<p>Preliminary Plat Procedure: Townhouse developments shall be administered consistent with the procedures and design and development regulations established in §16.04.030 and §16.04.040 and the standards of this subsection.</p> <p>All townhouse developments shall be platted under the procedures contained in the subdivision ordinance in effect and shall be required to obtain design review approval prior to building permit issuance.</p>
			Findings	The townhouse subdivision shall be platted under the procedures contained in the subdivision ordinance.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.C.2	<p>The subdivider may apply for preliminary plat approval from the commission pursuant to subsection 16.04.030D of this chapter at the time application is made for design review approval pursuant to title 17, chapter 17.96 of this code. The commission may approve, deny or conditionally approve such preliminary plat upon consideration of the action taken on the application for design review of the project.</p>
			Findings	The townhome subdivision preliminary plat and design review applications for the development are being reviewed concurrently.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.C.3	<p>The preliminary plat, other data, and the commission's Commission Findings may be transmitted to the council prior to commencement of construction of the project under a valid building permit issued by the City. The council shall act on the preliminary plat pursuant to subsection 16.04.030E and F of this chapter.</p>
			Findings	The Administrator waived this requirement and issued the building permit prior to the approval of the preliminary plat. Building permits were issued for both sublots, however, this preliminary plat is being reviewed prior to issuance of certificate of occupancy for either of the units.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.080.C.4	<p>In the event a phased townhouse development project is proposed, after preliminary plat is granted for the entirety of a project, the final plat procedure for each phase of a phased development project shall follow §16.04.030.G and comply with the additional provisions of §16.04.110 of this code.</p>
			Findings	A phased development agreement has been requested and is being reviewed concurrently with this preliminary plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.D	<p>D. Final Plat Procedure:</p> <ol style="list-style-type: none"> <li>1. The final plat procedure contained in subsection 16.04.030G of this chapter shall be followed. However, the final plat shall not be signed by the city clerk and recorded until the townhouse has received either: <ol style="list-style-type: none"> <li>a. A certificate of occupancy issued by the city of Ketchum for all structures in the townhouse development and completion of all design review elements as approved by the planning and zoning administrator; or</li> <li>b. Signed council approval of a phased development project consistent with §16.04.110 herein.</li> </ol> </li> <li>2. The council may accept a security agreement for any design review elements not completed on a case by case basis pursuant to title 17, chapter 17.96 of this code.</li> </ol>

			<b>Findings</b>	The applicant shall follow the final plat procedure as specified in the City's subdivision ordinance.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.080.E.1</b>	<b>E. Required Commission Findings :</b> In addition to all Townhouse Developments complying with the applicable provisions of Title 17 and this Subdivision Chapter (§16.04), the Administrator shall find that  All Townhouse Developments, including each individual subplot, shall not exceed the maximum building coverage requirements of the zoning district.
			<b>Findings</b>	The townhome project is located within the General Residential Low Density (GR-L) Zone. The townhomes development's proposed building coverage is 35% (2,651 square feet building coverage/7,580-square-foot lot), which is the maximum permitted in the GR-L Zone.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.080.E.2</b>	<b>Garage:</b> All garages shall be designated on the preliminary and final plats and on all deeds as part of the particular townhouse units. Detached garages may be platted on separate sublots; provided, that the ownership of detached garages is tied to specific townhouse units on the townhouse plat and in any owner's documents, and that the detached garage(s) may not be sold and/or owned separate from any dwelling unit(s) within the townhouse development.
			<b>Findings</b>	Each townhome unit includes an attached and enclosed 2-car garage. No detached garages are proposed with this townhome development.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.080.E.3</b>	<b>General Applicability:</b> All other provisions of this chapter and all applicable ordinances, rules and regulations of the city and all other governmental entities having jurisdiction shall be complied with by townhouse subdivisions. (Ord. 1061 § 3, 2009: Ord. 879 § 4, 2001: Ord. 460 § 2, 1987)
			<b>Findings</b>	This townhouse subdivision will comply with all applicable local, state, and federal ordinances, rules, and regulations.

**FINDINGS REGARDING PRELIMINARY PLAT REQUIREMENTS & SUBDIVISION STANDARDS**

Preliminary Plat Requirements & Subdivision Design and Development Standards				
Compliant			Standards and Commission Findings	
Yes	No	N/A	City Code	City Standards and Commission Findings
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.C.1</b>	The subdivider shall file with the administrator copies of the completed subdivision application form and preliminary plat data as required by this chapter.
			<b>Findings</b>	The application has been reviewed and determined to be complete.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.J</b>	<b>Application and Preliminary Plat Contents:</b> 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:
			<b>Findings</b>	All required materials for the preliminary plat application have been submitted.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.I.1</b>	The scale, north point and date.



			<b>Findings</b>	This standard has been met. The preliminary plat contains a scale, north point, and date.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.J.2</b>	<b>The name of the proposed subdivision.</b>
			<b>Findings</b>	This standard has been met.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.J.3</b>	<b>The name and address of the owner of record, the subdivider, and the engineer, surveyor, or other person preparing the plat.</b>
			<b>Findings</b>	This information has been provided on the application form and indicated on the Preliminary Plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.J.4</b>	<b>Legal description of the area platted.</b>
			<b>Findings</b>	This standard has been met.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.J.5</b>	<b>The names and the intersecting boundary lines of adjoining subdivisions and parcels of property.</b>
			<b>Findings</b>	This standard has been met. The existing 4 Crossbuck Townhome units on Lots 3A and 4A of Block 67 are indicated on the subdivision plat. Additionally, the applicant has indicated the Crossbuck West Townhomes proposed on adjacent Lot 2A on the preliminary plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.J.6</b>	<b>A contour map of the subdivision with contour lines and a maximum interval of two feet (2') to show the configuration of the land based upon the United States geodetic survey data, or other data approved by the city engineer.</b>
			<b>Findings</b>	This project plans include a topographic map.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.J.7</b>	<b>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.</b>
			<b>Findings</b>	The existing 4 Crossbuck Townhome units on Lots 3A and 4A of Block 67 are indicated on the subdivision plat. 7 <sup>th</sup> Street and 2 <sup>nd</sup> Avenue are indicated on the plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.J.8</b>	<b>Boundary description and the area of the tract.</b>
			<b>Findings</b>	This boundary description and the area of the tract is noted on the Preliminary Plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.J.9</b>	<b>Existing zoning of the tract.</b>
			<b>Findings</b>	The property is within the GR-L Zone.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.J.10</b>	<b>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.</b>
			<b>Findings</b>	This standard has been met. The location of the proposed townhouse sublots are indicated on the preliminary plat. The existing location of 2 <sup>nd</sup> Avenue, 7 <sup>th</sup> Street, and the Block 67 alley are indicated on the plat. The existing public utility easements are indicated on the plat. The townhouse subdivision does not propose a new lots, blocks, or street.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.030.J.11</b>	<b>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.</b>
			<b>Findings</b>	The townhome development does not provide any land intended to be dedicated for public use or for the common use of all future property owners within the proposed subdivision.

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.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.
			Findings	The project plans indicate the locations of all utility and drainage improvements as well as the required right-of-way improvements along 7 <sup>th</sup> Street. No new street lighting or curb and gutter improvements are required or proposed.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.13	The direction of drainage, flow and approximate grade of all streets.
			Findings	The project plans include drainage improvements. The drainage improvements are indicated on Sheet L2 and the drywell specifications are provided on the civil drawings.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.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.
			Findings	All drainage improvements have been indicated on the project plans. No drainage canals are required or proposed.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.15	Vicinity map drawn to approximate scale showing the location of the proposed subdivision in reference to existing and/or proposed arterials and collector streets.
			Findings	The project plans include a vicinity map.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J.16	The boundaries of the floodplain, floodway and avalanche overlay district shall also be clearly delineated and marked on the preliminary plat or a note provided if the entire project is in the floodplain, floodway or avalanche overlay district.
			Findings	N/A. The property is not currently mapped to be in the floodplain/floodway. The property is not located within the avalanche zone.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J.17	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.
			Findings	N/A. The property is not located within the floodway, floodplain, or avalanche zone. The property does not lie adjacent to a river or creek. The lot does not contain slopes of 25% or greater. The project does not create a new lot—the preliminary plat subdivides an existing corner lot into 2 townhouse sublots.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.18	Lot area of each lot.
			Findings	The proposed size of each subplot is indicated on the preliminary plat—each subplot has an area of 4,120 square feet.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.19	Existing mature trees and established shrub masses.
			Findings	The project plans indicate existing mature trees and shrub masses.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.20	To be provided to Administrator:  Subdivision names shall not be the same or confused with the name of any other subdivision in Blaine County, Idaho and shall be approved by the Blaine

				<b>County Assessor.</b>
			<b>Findings</b>	The Crossbuck McNee Townhomes subdivision name is unique and is not the same as another townhouse subdivision in Blaine County.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J.21	<b>All percolation tests and/or exploratory pit excavations required by state health authorities.</b>
			<b>Findings</b>	N/A. This project will connect to municipal services.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.22	<b>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.</b>
			<b>Findings</b>	The applicant has submitted a complete preliminary plat application including the CC&Rs. The applicant shall submit a final copy of the Townhouse Declaration and Party Wall Agreement document to the Planning & Building Department and file such document prior to recordation of the final plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.23	<b>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.</b>
			<b>Findings</b>	This standard has been met. The applicant has submitted a Title Report and the Last Deed of Record.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.24	<b>A digital copy of the preliminary plat shall be filed with the administrator.</b>
			<b>Findings</b>	This standard has been met.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.A	<b>Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city. 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.</b>
			<b>Findings</b>	This standard has been met. The construction design plans shall be submitted with the building permit application for review by City Departments. All improvements indicated on the project plans, including landscaping and right-of-way improvements, shall be installed prior to issuance a Certificate of Occupancy for the project. The Certificate of Occupancy must be issued before the project received final plat approval.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.B	<b>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.</b>
			<b>Findings</b>	Improvement plans shall be reviewed and approved by City Departments through the building permit application process.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.C	<b>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</b>

			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.
			<b>Findings</b> All improvements indicated on the project plans, including landscaping and right-of-way improvements, shall be installed prior to issuance a Certificate of Occupancy for the project. The Certificate of Occupancy must be issued before the project received final plat approval.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.040.D</b> <b>As Built Drawing:</b> 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.
			<b>Findings</b> All improvements indicated on the project plans, including landscaping and right-of-way improvements, shall be installed prior to issuance a Certificate of Occupancy for the project. The Certificate of Occupancy must be issued before the project received final plat approval.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.040.E</b> <b>Monumentation:</b> Following completion of construction of the required improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows: <ol style="list-style-type: none"> <li>1. All angle points in the exterior boundary of the plat.</li> <li>2. All street intersections, points within and adjacent to the final plat.</li> <li>3. All street corner lines ending at boundary line of final plat.</li> <li>4. All angle points and points of curves on all streets.</li> <li>5. The point of beginning of the subdivision plat description.</li> </ol>
			<b>Findings</b> The applicant shall meet the required monumentation standards prior to recordation of the final plat.

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.F	<p>Lot Requirements:</p> <ol style="list-style-type: none"> <li>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.</li> <li>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: 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.</li> <li>3. Corner lots outside of the original Ketchum Townsite shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use.</li> <li>4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.</li> <li>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.</li> <li>6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat..</li> </ol>
			Findings	Standards 1, 4, 5, and 6 have been met.  Standard 1 has been met—the lot and townhouse sublots sizes, widths, and depths comply with the dimensional standards for lots and townhouse sublots required in the GR-L Zone. The proposed townhome development complies with setbacks from front, rear, and side property lines required in the GR-L Zone.

				Standard 6 has been met. Each subplot has 55 feet of frontage along 2 <sup>nd</sup> Avenue. Sublot 1A has 75 feet of frontage along 7 <sup>th</sup> Street.  Standard 2 is not applicable as the subdivision is not located in the floodplain, mountain overlay, or avalanche zone. Standard 3 is no applicable because subject Lot 1A is located within Ketchum Townsite.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.G	<b>G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</b> <ol style="list-style-type: none"> <li>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.</li> <li>2. Blocks shall be laid out in such a manner as to comply with the lot requirements.</li> <li>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.</li> <li>4. Except in the original Ketchum Townsite, corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.</li> </ol>
			Findings	N/A. No new blocks are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.1	<b>H. Street Improvement Requirements:</b> <ol style="list-style-type: none"> <li>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;</li> </ol>
			Findings	N/A. The townhome development is an infill project within an existing subdivision. No new streets are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.2	<b>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;</b>
			Findings	This proposal does not create a new street. This standard is not applicable.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.3	<b>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;</b>
			Findings	N/A. No street frontage improvements like planting strips are required.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.4	<b>4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods;</b>
			Findings	N/A. This proposal does not create a new street. This standard is not applicable.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.5	<b>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;</b>
			Findings	N/A. This proposal does not create a new street. This standard is not applicable.

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.6	6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated;
			Findings	N/A. This proposal does not create a new street. This standard is not applicable.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.7	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;
			Findings	N/A. This proposal does not create a new dead-end street. This standard is not applicable.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.8	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;
			Findings	N/A. The townhouse sublots are within an existing subdivision. No new streets are proposed. This standard is not applicable.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.9	9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);
			Findings	N/A. No new streets are proposed with this townhome development.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.10	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;
			Findings	N/A. No new streets are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.11	11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;
			Findings	N/A. No new streets are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.12	12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;
			Findings	N/A. The townhome development is an infill project within a residential neighborhood served by existing streets. No new streets are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.13	13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the County Assessor's office before submitting same to council for preliminary plat approval;

			Findings	N/A. The townhome development is an infill project within a residential neighborhood served by existing streets. No new streets are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.14	<b>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</b>
			Findings	N/A. The townhome development is an infill project within a residential neighborhood served by existing streets. No new streets are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.15	<b>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;</b>
			Findings	N/A. The townhome development is an infill project within a residential neighborhood served by existing streets. No new streets are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.16	<b>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;</b>
			Findings	N/A.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.17	<b>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;</b>
			Findings	N/A. The townhome development is an infill project within a residential neighborhood served by existing streets. No new streets are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.18	<b>18. Street lighting shall be required consistent with adopted city standards and where designated shall be installed by the subdivider as a requirement improvement;</b>
			Findings	N/A. The townhome development is an infill project within a residential neighborhood served by existing streets. No new streets are proposed and no sidewalks are required to be installed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.19	<b>19. Private streets may be allowed upon recommendation by the commission and approval by the Council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section and chapter 12.04 of this code;</b>
			Findings	N/A. The townhome development is an infill project within a residential neighborhood served by existing streets. No new private streets are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.20	<b>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;</b>
			Findings	N/A. The townhome development is an infill project within a residential neighborhood served by existing streets. No new streets are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.21	<b>21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by the subdivider. Such construction or improvement shall be in accordance with adopted standard specifications;</b>
			Findings	N/A. This proposal does not require construction of a new bridge or impact any existing bridges.



<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.22	22. Sidewalks, curbs and gutters shall be required consistent with adopted city standards and where designated shall be a required improvement installed by the subdivider;
			Findings	<p>While the Crossbuck McNee Townhomes project qualifies as a substantial improvement, sidewalks are not required to be installed within this residential neighborhood.</p> <p>The applicant shall improve the right-of-way (ROW) adjacent to the front property line along 7<sup>th</sup> Street to City ROW standards for residential roadways. The required right-of-way improvements are indicated on Sheet C2 of the project plans. Material shall be pervious/permeable to allow drainage. Surface must allow for vehicle parking and be consistent along the entire property frontage. Material within the first eight (8) feet from edge of asphalt shall be distinct from driveway and rest of property in order to visually appear to be available for parking. Grading and drainage improvements must meet the following standards: minimum 5% slope, no obstructions, such as boulders or berms, no buried irrigation systems within the first eight (8) from the edge of asphalt, and no subsurface irrigation lines are permitted beyond the first eight (8) feet, however popup heads are not permitted anywhere in the ROW. No live plant material within the first eight (8) feet from edge of asphalt. Low ground cover plant material, such as turf grass, is permitted beyond the first eight (8) feet. Drought-tolerant species is preferred.</p> <p>Final civil drawings for all associated ROW improvements shall be submitted with the building permit application to be reviewed and approved by the City Engineer and Streets Department prior to issuance of a building permit for the project.</p> <p>See Table 1 for comments and conditions from the City Engineer &amp; Streets Department.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.23	23. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights-of-way unless approved by the City Council; and
			Findings	No gates are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.24	24. No new public or private streets or flag lots associated with a proposed subdivision (land, planned unit development, townhouse, condominium) are permitted to be developed on parcels within the Avalanche Zone
			Findings	N/A. The townhouse sublots are not located within the Avalanche Zone.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.I	I. Alley Improvement Requirements: Alleys shall be provided in, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead end alleys shall be permitted only within the original Ketchum Townsite and only after due consideration of the interests of the owners of property adjacent to the dead end alley including, but not limited to, the provision of fire protection, snow removal and trash

				collection services to such properties. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.
			Findings	N/A. The townhouse sublots are located in a residential neighborhood within the City's GR-L Zone and do not abut an alley.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J.1	<p>J. 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>
			Findings	N/A. These easements are not required as the project create a new street and the property is not adjacent to Warm Springs Road.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J.2	<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>
			Findings	N/A as the townhouse sublots do not border a waterway.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J.3	<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>
			Findings	N/A as the townhouse sublots do not border a waterway.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J.4	<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>
			Findings	N/A as the townhouse sublots do not border a waterway.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J.5	<p>5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.</p>
			Findings	N/A. No changes to ditches, pipes, or other irrigation structures are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J.6	<p>6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be</p>

				dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the City.
			Findings	N/A. The townhouse sublots are within an existing residential neighborhood. The City Engineer has determined that sidewalks are not required for this project.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.K	<p><b>K. Sanitary Sewage Disposal Improvements:</b> 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>
			Findings	All townhome units will connect to the municipal sewer systems. The project shall meet all requirements of the Wastewater Department.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.L	<p><b>L. Water System Improvements:</b> 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>
			Findings	The townhome development will connect to the municipal water system. All utilities necessary must be improved and installed at the sole expense of the applicant. Final plans will be reviewed and approved by the Utilities Department prior to issuance of a building permit for the project. See Table 1 for review comments and conditions from the Utilities Department.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.M	<p><b>M. Planting Strip Improvements:</b> 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</p>

				such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.
			Findings	N/A. The townhouse sublots are within an existing residential subdivision.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.N.1	<p>N. Cuts, Fills, And Grading Improvements: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following:</p> <p>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.</p>
			Findings	The project shall meet all cut, fill, and grading standards.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.N.2	<p>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:</p> <p>a. Proposed contours at a maximum of five foot (5') contour intervals.</p> <p>b. Cut and fill banks in pad elevations.</p> <p>c. Drainage patterns.</p> <p>d. Areas where trees and/or natural vegetation will be preserved.</p> <p>e. Location of all street and utility improvements including driveways to building envelopes.</p> <p>f. Any other information which may reasonably be required by the Administrator, commission or Council to adequately review the affect of the proposed improvements.</p>
			Findings	The project plans include a grading plan on Sheet L2.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.N.3	<p>3. Grading shall be designed to blend with natural landforms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways.</p>
			Findings	The proposed grading meets these requirements.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.N.4	<p>4. Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for open space for the benefit of future property owners within the subdivision.</p>
			Findings	N/A. The townhome development is an infill project on a vacant lot surrounding by existing development.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.N.5	<p>5. Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction. Until such times as such revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion.</p>
			Findings	The project shall meet this requirement regarding soil stabilization and revegetation.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.N.6	<p>6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply:</p>

			<p>a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability.</p> <p>b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHO T99 (American Association of State Highway Officials) and ASTM D698 (American Standard Testing Methods).</p> <p>c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability.</p> <p>d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or where fill slope toes out within twelve feet (12') horizontally of the top and existing or planned cut slope.</p> <p>e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.</p>
		<b>Findings</b>	The project shall meet these development standards.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>16.04.040.0</p> <p><b>O. Drainage Improvements:</b> The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the City on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders.</p>
		<b>Findings</b>	<p>The drainage system must keep all storm water within the project site. Storm water is prohibited from draining onto the 7<sup>th</sup> Street or 2<sup>nd</sup> Avenue rights-of-way. All drainage improvements must meet city standards.</p> <p>Prior to issuance of a building permit for the project, the applicant shall submit a final drainage plan indicating grading, catch basins, piping, and drywells (KMC §17.96.040.C.2b &amp; KMC §17.96.060.C.1-4) prepared by a civil engineer licensed in the state to be submitted for review and approval by the City Engineer and Streets Department. Additionally, the applicant shall submit geotechnical report with the building permit application for review by the City Engineer. As noted in the Utilities Department's comments, all drywells must have proper separation from potable water lines. See Table 1 for City Department comments and conditions.</p>

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.P	P. Utilities: In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.
			Findings	All utilities, including electricity, natural gas, telephone, and cable services, shall be installed underground.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	Q. Off Site Improvements: Where the off site impact of a proposed subdivision is found by the commission or Council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to final plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.
			Findings	N/A. The townhouse subdivision does not trigger off-site improvements.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.R	R. Avalanche And Mountain Overlay: All improvements and plats (land, planned unit development, townhouse, condominium) created pursuant to this chapter shall comply with City of Ketchum Avalanche Zone District and Mountain Overlay Zoning District requirements as set forth in Title 17 of this Code.
			Findings	N/A. The townhouse sublots are not located in the Avalanche or Mountain overlay zoning districts.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.S	S. Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			Findings	The applicant will install new landscaping as indicated on Sheet L-3.0 of the project plans.

### CONCLUSIONS OF LAW

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

4. The Townhouse Subdivision Preliminary Plat application is governed under Chapter 16.04 of Ketchum Municipal Code.
5. The Crossbuck McNee Townhouse Subdivision Preliminary Plat application meets all applicable standards specified in Title 16 of Ketchum Municipal Code.

#### DECISION

**THEREFORE**, the Ketchum City Council **approves** this Townhouse Preliminary Plat application this Monday, June 12, 2023 subject to the following conditions of approval.

#### CONDITIONS OF APPROVAL

1. The Crossbuck McNee Townhouse Subdivision Preliminary Plat (Application File No. P21-026) approval is subject to Design Review Application File No. P21-025. All associated conditions of approval shall apply to the project.
2. The Crossbuck McNee Townhouse Subdivision Preliminary Plat is subject to the conditions outlined within Phased Development Agreement #22854.
3. Failure to record a Final Plat within two (2) years of Council's approval of a Preliminary Plat shall cause the Preliminary Plat to be null and void.
4. The Townhouse Declaration shall be simultaneously recorded with the Final Plat. The developer shall submit a final copy of the document to the Planning & Building Department and file such document prior to recordation of the final plat. The City will not now, nor in the future, determine the validity of the Townhouse Declaration.
5. The project shall comply with all governing ordinances, requirements, and regulations of the Fire Department (2018 International Fire Code and local Fire Protection Ordinance No.1217), Building Department (2018 International Residential Code and Title 15 of Ketchum Municipal Code), Utilities Department, Street Department (Title 12 of Ketchum Municipal Code), and the City Engineer.
6. In addition to the requirements set forth in this Townhouse Subdivision Preliminary Plat approval, this project shall comply with all applicable local, state, and federal laws.

Findings of Fact **adopted** this 12<sup>th</sup> day of June 2023.

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Neil Bradshaw, Mayor  
City of Ketchum



City of Ketchum

# Attachment 3: Draft Phased Development Agreement #22854 with exhibits



<p><b>RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:</b></p> <p>City Clerk, City of Ketchum  PO Box 2315  Ketchum Idaho, 83340</p>	
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(Space Above Line For Recorder’s Use)

**CROSSBUCK MCKNEE TOWNHOMES  
PHASED TOWNHOUSE SUBDIVISION AGREEMENT #22854**

THIS PHASED TOWNHOUSE SUBDIVISION AGREEMENT (“Agreement”) is made and entered into as of the \_\_ day of \_\_\_\_\_ 2023, by and between the City of Ketchum, an Idaho municipal corporation (“City”) and MMDM11, LLC, owners of real property (“Owner”).

**RECITALS**

WHEREAS, Owner owns certain real property legally described as Lot 1A, Blk 67 of Ketchum Townsite, according to the official plat recorded under Instrument Number 658996, on file in the office of the County Recorder of Blaine County, Idaho (the “Property”); and

WHEREAS, the Planning and Zoning Commission approved a Design Review application (P21-025) and Townhouse Preliminary Plat (P21-026), for two detached townhomes on the Property, on September 21, 2021. A phased development agreement was not requested or approved at the time of approval of the townhouse preliminary plat.

WHEREAS, City issued a building permit for sublots 1A and subplot 1B (B21-133), and both sublots are currently under construction.

WHEREAS, Owners requests a phased development agreement for the development of the Project under the provisions of Section 16.04.110 – *Phased Development Projects* within Title 16 of the Ketchum Municipal Code as the completion of the two units will not be simultaneous and the Owners desires to record the final plat for both townhomes prior to completion of the second unit.

WHEREAS, the approved townhouse preliminary plat, establishing two townhome sublots noted as 1A and 1B (the “Townhouse Preliminary Plat”) is included as Exhibit A.

WHEREAS, Owners propose to construct all required right-of-way infrastructure improvements, alley improvements, and water and sewer utility services for each subplot as shown on Exhibit B (the “work”). All required improvements will be constructed to City standards and will be inspected for such compliance.

## AGREEMENT

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

1. Maintenance Responsibilities.

A. *Owners.*

(1) *Water Service Lines.* Owners and all successors in interest are responsible for the installation, maintenance, repair, and other costs associated with the private service lines serving each subplot from the private water main that runs through the private driveway between Lots 1A and 2A. Maintenance of the private water main is pursuant to plat note 3 of the final plat for Lot 2A recorded under instrument number 658996, and the Construction Phasing Agreement recorded under instrument number 657569.

(2) *Sewer Service lines.* Owners and all successors in interest are responsible for the installation, maintenance, repair, and other costs associated with the private sewer service lines serving each subplot from the public sewer mains located in 7<sup>th</sup> Street and between Lots 1A and 2A. The public sewer line is as noted on plat note 4 of the final plat for Lot 2A recorded under instrument number 658996.

2. Construction and Completion Schedule.

A. Each townhouse unit shall be completed no later than three years from the date of issuance of a building permit for the townhouse unit, as evidenced by issuance of a Certificate of Occupancy for each townhouse unit.

B. Prior to issuance of a Certificate of Occupancy for the first detached townhouse unit, each subplot shall be adequately served by both water and sewer services as generally depicted on Exhibit B, as affirmed in writing by the City. The City must approve the timing of water and sewer connections to the existing system.

C. Prior to obtaining Certificate of Occupancy for the first townhouse unit, the following improvements as generally depicted on Exhibit B shall be completed and/or extended to both Sublots:

(1) Dry utility services (power, gas, cable, etc); and

(2) All hardscape pathways and access points for adequate and safe egress from the units; and

- (3) Right-of-way improvements to 7<sup>th</sup> Street and 2<sup>nd</sup> Ave, consistent with Ketchum Municipal Code, Title 12.04.030.H.1 and current right of way standards, completed and installed to the satisfaction of the City Engineer; and
          - (4) Water and sewer services serving both sublots; and
          - (5) Repair of any damage to the regional bike path along W 2<sup>nd</sup> Ave.
        - D. Prior to obtaining a Certificate of Occupancy for the last detached townhouse unit, all landscaping as generally depicted in Exhibit C shall be installed.
        - E. Pursuant to Ketchum Municipal Code, Title 16.04.040.C, in cases where the required improvements cannot be constructed due to weather, factors beyond the control of the subdivider, or other conditions as determined acceptable at the sole discretion of the City, the City Council may accept, in lieu of any or all of the required improvements, a performance bond filed with the City Clerk to ensure actual construction of the required improvements as submitted and approved. Said performance bond shall be provided per the terms of Title 16.04.040.C
3. Townhouse Sublot Final Plat. The City agrees to accept and process a townhouse final plat application, for both sublots, for approval by City Council provided a Certificate of Occupancy has been issued for the first townhouse unit on Lot 1B should Owners comply with all above recitals.
4. Owners' Association Assumption of Responsibilities. Upon the recording of the Townhouse Sublot Final Plat, Owners may assign and transfer its maintenance responsibilities and obligations under this Agreement to an owner's association.
5. General Provisions.
  - A. *Recitals and Construction.* The City and Owners incorporate the above recitals into this Agreement and affirm such recitals are true and correct.
  - B. *Effective Date.* This Agreement is effective as of the date on which the last of the City and Owners execute this Agreement. Neither party shall have any rights with respect to this Agreement until both have executed this Agreement.
  - C. *Owner Representations.* Owners represents and warrants to City that (a) Owners hold fee simple title to the Property, and (b) no joinder or approval of another person or entity is required with respect to Owners' authority to make and execute this Amendment.
  - D. *Neutral Interpretation.* City and Owners acknowledge they and, if they so choose, their respective counsel have reviewed this Agreement and the normal rule of

construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of the Agreement, or any exhibits, attachments and addenda to the Agreement.

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

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

"CITY":

"OWNERS":

CITY OF KETCHUM,  
an Idaho municipal corporation

By: \_\_\_\_\_  
Manager: Jeff McNee  
MMDM11, LLC

By: \_\_\_\_\_  
Neil Bradshaw, Mayor

ATTEST:

\_\_\_\_\_  
Trent Donat, City Clerk

***ACKNOWLEDGEMENT FOR CITY***

STATE OF IDAHO            )  
  ) ss.  
COUNTY OF BLAINE        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned Notary Public in and for said State, personally appeared NEIL BRADSHAW, known or identified by me to be the Mayor of the City of Ketchum, Idaho, and the person who executed the foregoing instrument and acknowledged to me that he executed the same on behalf of such city.

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

\_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

***ACKNOWLEDGEMENT FOR OWNER***

STATE OF \_\_\_\_\_ )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, a Notary Public in and for said State, personally appeared JEFF MCNEE, known to me to be the owner of certain real property at Lot 2A, Blk 67 of Ketchum Townsite, and known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

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

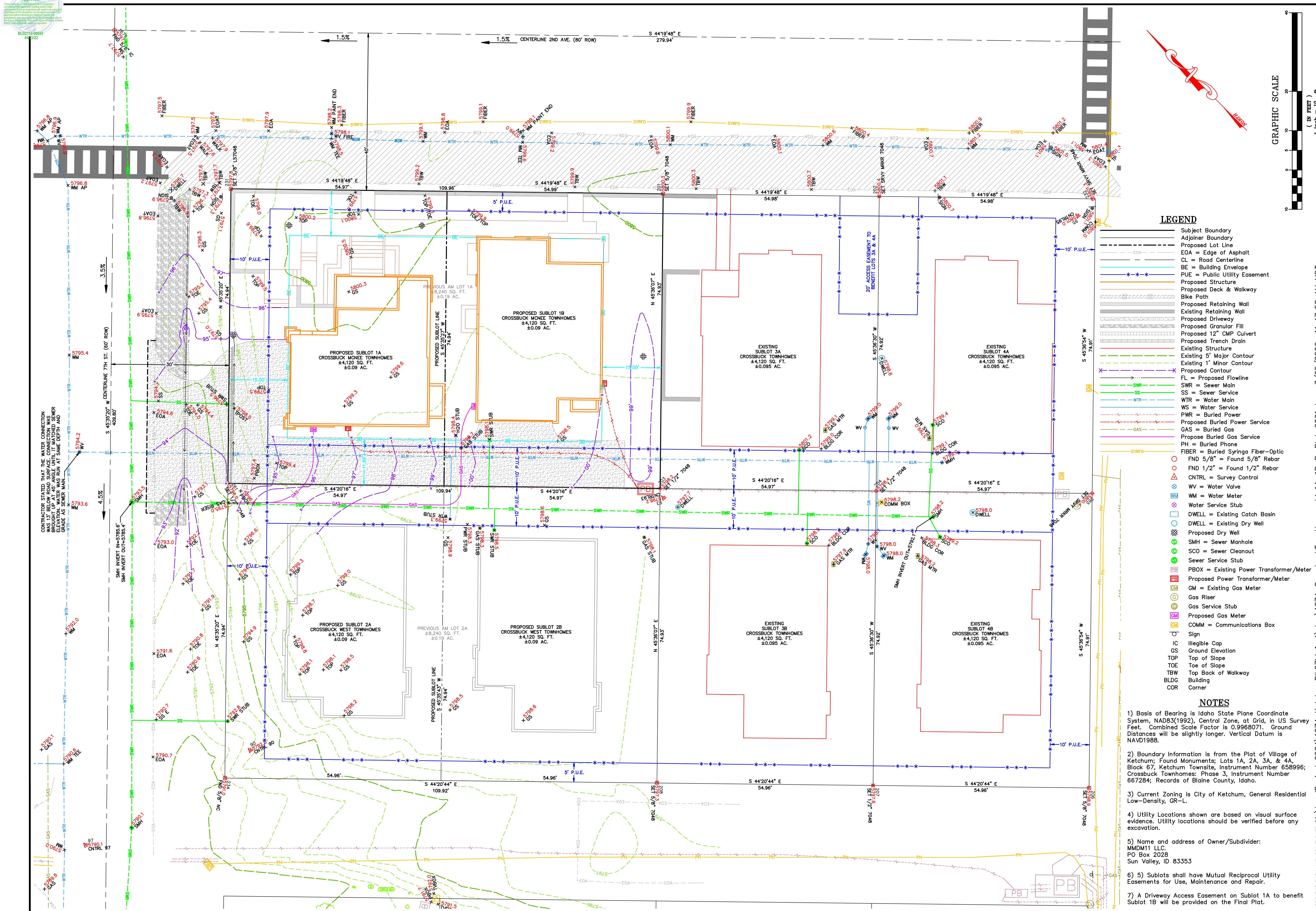
\_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_



City of Ketchum

# Exhibit A: Townhouse Preliminary Plat





**LEGEND**

- Subject Boundary
- Adjoiner Boundary
- Proposed Lot Line
- EOA = Edge of Asphalt
- CL = Road Centerline
- BE = Building Envelope
- PUE = Public Utility Easement
- Proposed Structure
- Proposed Deck & Walkway
- Bike Path
- Proposed Retaining Wall
- Existing Retaining Wall
- Proposed Driveway
- Proposed Granular Fill
- Proposed 12" CMP Culvert
- Proposed Trench Drain
- Existing Structure
- Existing 5' Major Contour
- Existing 1' Minor Contour
- Proposed Contour
- FL = Proposed Flowline
- SWR = Sewer Main
- SS = Sewer Service
- WTR = Water Main
- WS = Water Service
- PWR = Buried Power
- Proposed Buried Power Service
- GAS = Buried Gas
- Proposed Buried Gas Service
- PH = Buried Phone
- FIBER = Buried Syringa Fiber-Optic
- FND 5/8" = Found 5/8" Rebar
- FND 1/2" = Found 1/2" Rebar
- CNTRL = Survey Control
- WV = Water Valve
- WM = Water Meter
- Water Service Stub
- DWELL = Existing Catch Basin
- DWELL = Existing Dry Well
- Proposed Dry Well
- SMH = Sewer Manhole
- SCO = Sewer Cleanout
- Sewer Service Stub
- PBOX = Existing Power Transformer/Meter
- Proposed Power Transformer/Meter
- GM = Existing Gas Meter
- Gas Riser
- Gas Service Stub
- Proposed Gas Meter
- COMM = Communications Box
- Sign
- IC = Illegible Cap
- GS = Ground Elevation
- TOP = Top of Slope
- TOE = Toe of Slope
- TBW = Top Back of Walkway
- BLDG = Building
- COR = Corner

**NOTES**

- 1) Basis of Bearing is Idaho State Plane Coordinate System, NAD83(1992), Central Zone, at Grid, in US Survey Feet. Combined Scale Factor is 0.9968071. Ground Distances will be slightly longer. Vertical Datum is NAVD1988.
- 2) Boundary Information is from the Plat of Village of Ketchum; Found Monuments: Lots 1A, 2A, 3A, & 4A, Block 67, Ketchum Townsite, Instrument Number 658996; Crossbuck Townhomes: Phase 3, Instrument Number 667284; Records of Blaine County, Idaho.
- 3) Current Zoning is City of Ketchum, General Residential Low-Density, GR-L.
- 4) Utility Locations shown are based on visual surface evidence. Utility locations should be verified before any excavation.
- 5) Name and address of Owner/Subdivider:  
MMDM11 LLC  
PO Box 2028  
Sun Valley, ID 83353
- 6) 5) Sublots shall have Mutual Reciprocal Utility Easements for Use, Maintenance and Repair.
- 7) A Driveway Access Easement on Sublot 1A to benefit Sublot 1B will be provided on the Final Plat.

PROJECT PATH AND PRINT DATE: U:\LandProjects\2004\1274\_Ketchum\Blk67\1-4.dwg\1274\_CrossbuckTownHomes\_Lts1A-1B\_Prelat\_2021.dwg 3/25/2022 11:47:58 AM MDI

Permit Set March 25, 2022

REVISIONS	NO	DATE	BY

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

PROFESSIONAL LAND SURVEYOR  
7048  
STATE OF IDAHO  
BRUCE

A PRELIMINARY PLAT SHOWING  
CROSSBUCK MCNEE TOWNHOMES ON LOT 1A, BLOCK 67, VILLAGE OF KETCHUM  
WITHIN S13, T.4N., R.17E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
PREPARED FOR MMDM11 LLC.

Sheet 1 of 1

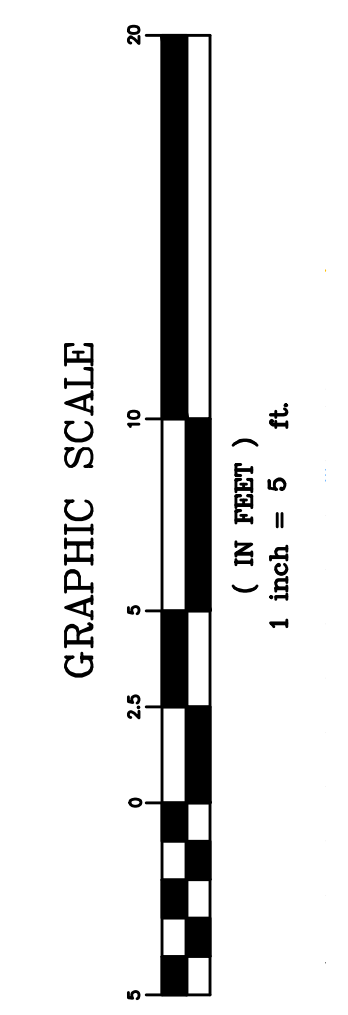
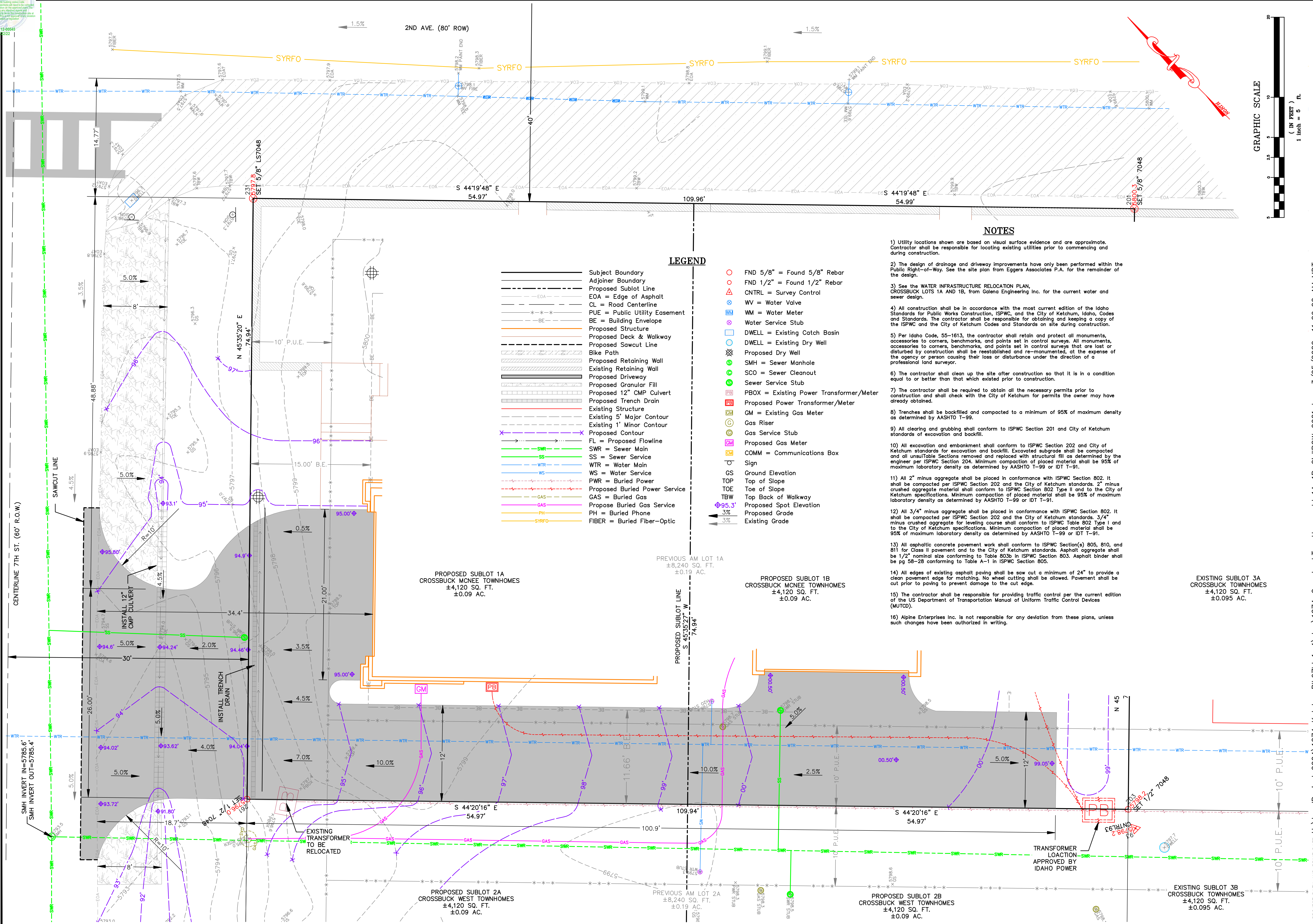




City of Ketchum

# Exhibit B: ROW Improvements Plan





**LEGEND**

- Subject Boundary
  - Adjoiner Boundary
  - - - Proposed Sublot Line
  - - - EOA = Edge of Asphalt
  - - - CL = Road Centerline
  - - - PUE = Public Utility Easement
  - - - BE = Building Envelope
  - - - Proposed Structure
  - - - Proposed Deck & Walkway
  - - - Proposed Sawcut Line
  - - - Bike Path
  - - - Proposed Retaining Wall
  - - - Existing Retaining Wall
  - - - Proposed Driveway
  - - - Proposed Granular Fill
  - - - Proposed 12" CMP Culvert
  - - - Existing Structure
  - - - Existing 5' Major Contour
  - - - Existing 1' Minor Contour
  - - - Proposed Contour
  - - - FL = Proposed Flowline
  - - - SWR = Sewer Main
  - - - SS = Sewer Service
  - - - WTR = Water Main
  - - - WS = Water Service
  - - - PWR = Buried Power
  - - - Proposed Buried Power Service
  - - - GAS = Buried Gas
  - - - Proposed Buried Gas Service
  - - - PH = Buried Phone
  - - - FIBER = Buried Fiber-Optic
- FND 5/8" = Found 5/8" Rebar
  - △ FND 1/2" = Found 1/2" Rebar
  - CNTRL = Survey Control
  - ⊕ WV = Water Valve
  - ⊕ WM = Water Meter
  - ⊕ Water Service Stub
  - ⊕ DWELL = Existing Catch Basin
  - ⊕ DWELL = Existing Dry Well
  - ⊕ Proposed Dry Well
  - ⊕ SMH = Sewer Manhole
  - ⊕ SCO = Sewer Cleanout
  - ⊕ Sewer Service Stub
  - ⊕ PBOX = Existing Power Transformer/Meter
  - ⊕ Proposed Power Transformer/Meter
  - ⊕ GM = Existing Gas Meter
  - ⊕ Gas Riser
  - ⊕ Gas Service Stub
  - ⊕ Proposed Gas Meter
  - ⊕ COMM = Communications Box
  - ⊕ Sign
  - GS Ground Elevation
  - TOP Top of Slope
  - TOE Toe of Slope
  - TBW Top Back of Walkway
  - ⊕ 95.3' Proposed Spot Elevation
  - 3% Proposed Grade
  - 3% Existing Grade

**NOTES**

- 1) Utility locations shown are based on visual surface evidence and are approximate. Contractor shall be responsible for locating existing utilities prior to commencing and during construction.
- 2) The design of drainage and driveway improvements have only been performed within the Public Right-of-Way. See the site plan from Eggers Associates P.A. for the remainder of the design.
- 3) See the WATER INFRASTRUCTURE RELOCATION PLAN, CROSSBUCK LOTS 1A AND 1B, from Galena Engineering Inc. for the current water and sewer design.
- 4) All construction shall be in accordance with the most current edition of the Idaho Standards for Public Works Construction, ISPCW, and the City of Ketchum, Idaho, Codes and Standards. The contractor shall be responsible for obtaining and keeping a copy of the ISPCW and the City of Ketchum Codes and Standards on site during construction.
- 5) Per Idaho Code, 55-1613, the contractor shall retain and protect all monuments, accessories to corners, benchmarks, and points set in control surveys that are lost or disturbed by construction shall be reestablished and re-monumented, at the expense of the agency or person causing their loss or disturbance under the direction of a professional land surveyor.
- 6) The contractor shall clean up the site after construction so that it is in a condition equal to or better than that which existed prior to construction.
- 7) The contractor shall be required to obtain all the necessary permits prior to construction and shall check with the City of Ketchum for permits the owner may have already obtained.
- 8) Trenches shall be backfilled and compacted to a minimum of 95% of maximum density as determined by AASHTO T-99.
- 9) All clearing and grubbing shall conform to ISPCW Section 201 and City of Ketchum standards of excavation and backfill.
- 10) All excavation and embankment shall conform to ISPCW Section 202 and City of Ketchum standards for excavation and backfill. Excavated subgrade shall be compacted and all unsuitable Sections removed and replaced with structural fill as determined by the engineer per ISPCW Section 204. Minimum compaction of placed material shall be 95% of maximum laboratory density as determined by AASHTO T-99 or IDT T-91.
- 11) All 2" minus aggregate shall be placed in conformance with ISPCW Section 802. It shall be compacted per ISPCW Section 202 and the City of Ketchum standards. 3/4" minus crushed aggregate for leveling course shall conform to ISPCW Table 802 Type II and to the City of Ketchum specifications. Minimum compaction of placed material shall be 95% of maximum laboratory density as determined by AASHTO T-99 or IDT T-91.
- 12) All 3/4" minus aggregate shall be placed in conformance with ISPCW Section 802. It shall be compacted per ISPCW Section 202 and the City of Ketchum standards. 3/4" minus crushed aggregate for leveling course shall conform to ISPCW Table 802 Type I and to the City of Ketchum specifications. Minimum compaction of placed material shall be 95% of maximum laboratory density as determined by AASHTO T-99 or IDT T-91.
- 13) All asphaltic concrete pavement work shall conform to ISPCW Section(s) 805, 810, and 811 for Class II pavement and to the City of Ketchum standards. Asphalt aggregate shall be 1/2" nominal size conforming to Table 803b in ISPCW Section 803. Asphalt binder shall be pg 58-28 conforming to Table A-1 in ISPCW Section 805.
- 14) All edges of existing asphalt paving shall be saw cut a minimum of 24" to provide a clean pavement edge for matching. No wheel cutting shall be allowed. Pavement shall be cut prior to paving to prevent damage to the cut edge.
- 15) The contractor shall be responsible for providing traffic control per the current edition of the US Department of Transportation Manual of Uniform Traffic Control Devices (MUTCD).
- 16) Alpine Enterprises Inc. is not responsible for any deviation from these plans, unless such changes have been authorized in writing.

PROJECT PATH AND PRINT DATE U:\LandProjects\2004\1274\_Ketchum\Blk67\ts1-4.dwg\1274\_CrossbuckTownHomes\_Lts1A-1B\_Civil\ROW\_2021.dwg 3/25/2022 11:26:02 AM MDT

PERMIT SET: MARCH 25, 2022

NO	DATE	BY

Sheet 1 of 2

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

A ROW ENCROACHMENT PLAN SHOWING  
CROSSBUCK MCNEE TOWNHOMES ON LOT 1A, BLOCK 67, VILLAGE OF KETCHUM  
WITHIN S13, T.4N., R.17E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
PREPARED FOR MDM11 LLC.





City of Ketchum

# Exhibit C: Landscape Plan

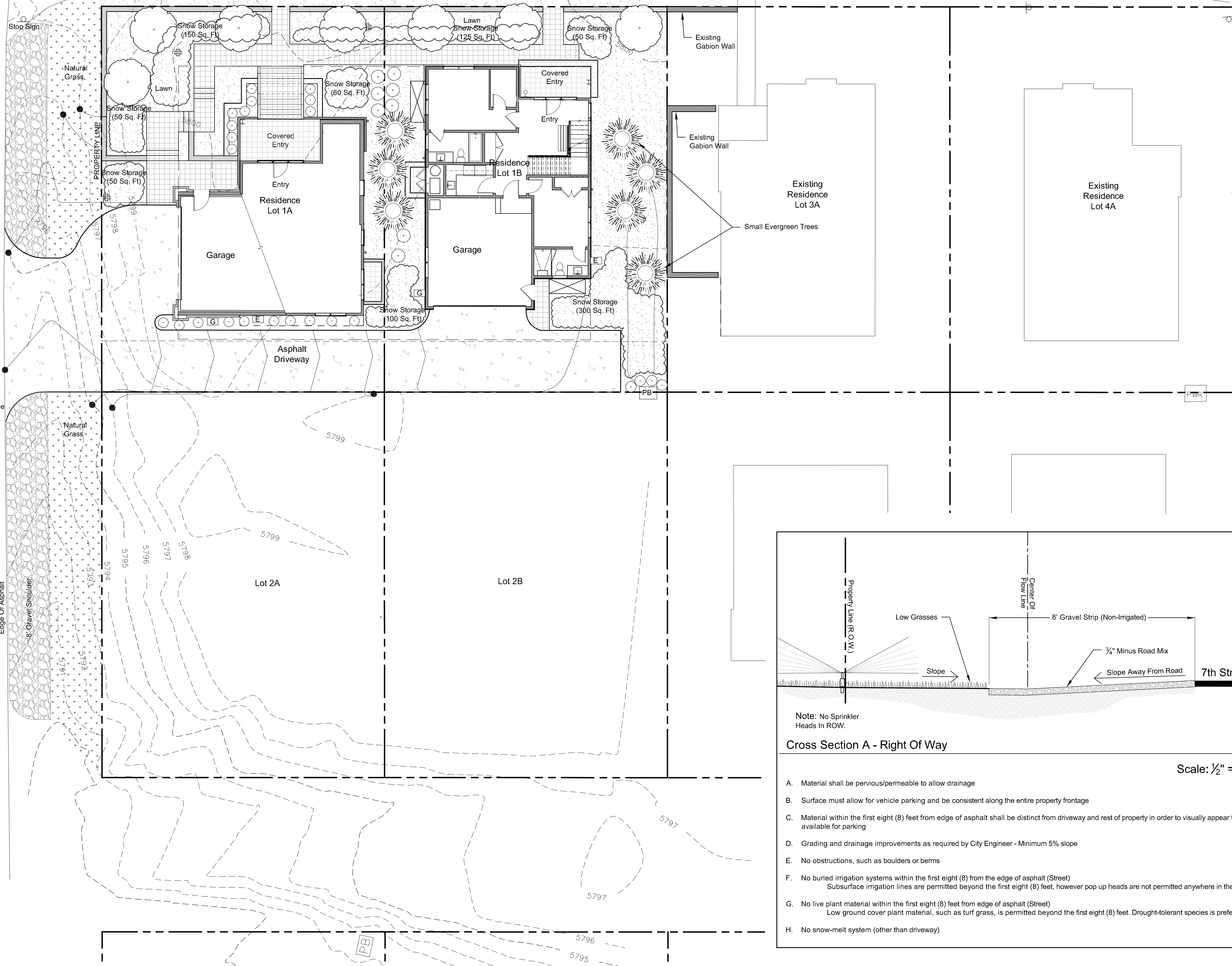
2ND AVENUE

Existing Curb And Gutter

Existing Bike Path

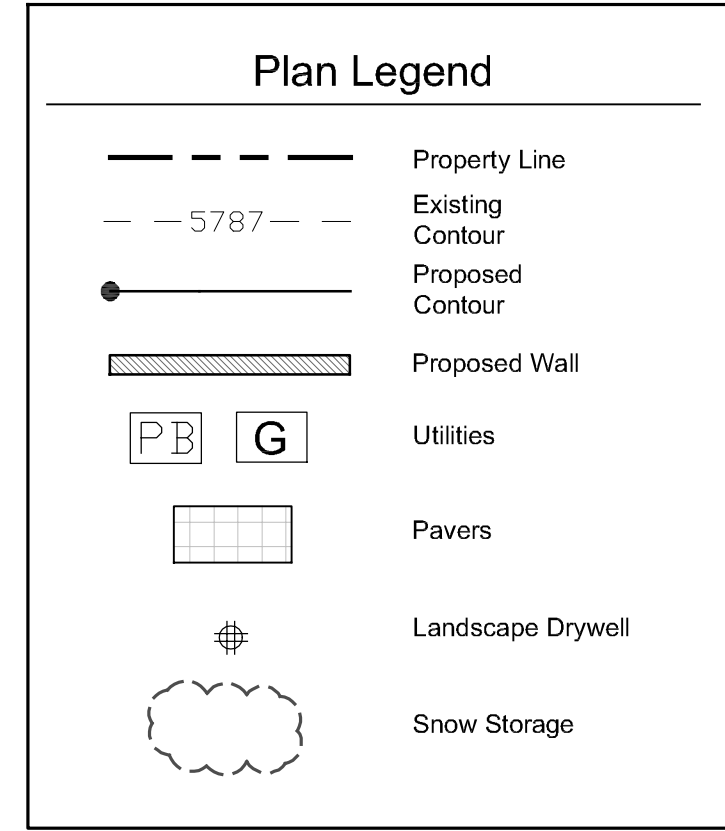
Edge Of Asphalt

7TH STREET



**Landscape Plan Notes**

1. All Disturbed areas shall be revegetated and irrigated with an automatic underground sprinkler system.
2. All planting beds to have 3" cover of bark or compost mulch.
3. Trees shown at approximately 2/3 mature diameter.
4. All utilities are underground and shall be located prior to any work.



**Plant Legend**

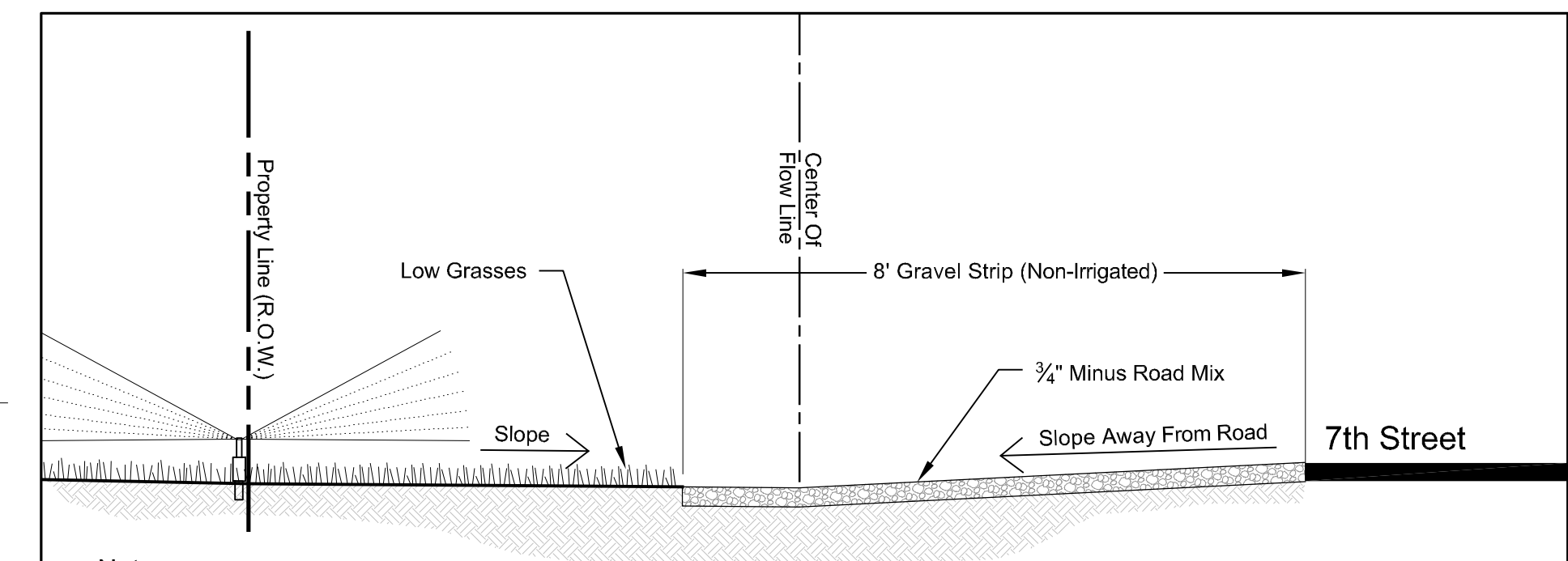
Symbol	Qty.	Description	Size
	7	Conifer Trees Mugo Pine	10' - 12'
	7	Deciduous Trees Flowering Crab	3" Cal.
	30	Deciduous Shrubs Various	5 gal.
	3,200 Sq. Ft	Grasses Lawn Mix	Sod
	1,200 Sq. Ft	Natural Grasses Fescue Mix	Hydroseed

**Snow Storage**

Driveway Area:	2,000 sq ft
Walkway Area:	675 sq ft
	x .30%
Required Area:	803 sq ft
Snow Storage Provided:	885 sq ft

**Notes:**

- 1) See Civil Plans For All Work In Right Of Way
- 2) See Civil Plans For Water And Sewer Design

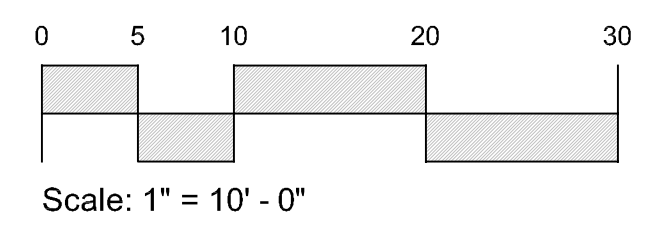
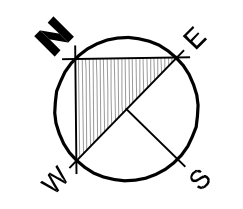


Note: No Sprinkler Heads In ROW.

Cross Section A - Right Of Way

Scale: 1/2" = 1' - 0"

- A. Material shall be pervious/permeable to allow drainage
- B. Surface must allow for vehicle parking and be consistent along the entire property frontage
- C. Material within the first eight (8) feet from edge of asphalt shall be distinct from driveway and rest of property in order to visually appear to be available for parking
- D. Grading and drainage improvements as required by City Engineer - Minimum 5% slope
- E. No obstructions, such as boulders or berms
- F. No buried irrigation systems within the first eight (8) feet from the edge of asphalt (Street)  
Subsurface irrigation lines are permitted beyond the first eight (8) feet, however pop up heads are not permitted anywhere in the ROW.
- G. No live plant material within the first eight (8) feet from edge of asphalt (Street)  
Low ground cover plant material, such as turf grass, is permitted beyond the first eight (8) feet. Drought-tolerant species is preferred.
- H. No snow-melt system (other than driveway)



**Crossbuck  
McNee**

EGGERS ASSOCIATES, P.A.  
 Landscape Architecture

T: (208) 725-0988  
 F: (208) 725-0972

P.O. Box 975  
 Ketchum, ID. 83740

Crossbuck McNee  
 Lot 1A Block 67  
 Ketchum, Idaho

Job No: 21.01

Scale: 1" = 10' - 0"

Issue/Revisions:	Date:
Design Review	02/16/21
RVSD	04/06/21
Building Permit	04/22/21
RVSD	08/16/21
RVSD	03/28/22

All information appearing herein shall not be duplicated, discharged or otherwise used without the written consent of Eggers Associates P.A.

Sheet Title:  
**Landscape Plan**

Sheet No:  
**L3**



City of Ketchum

### CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:  Staff Member/Dept:

Agenda Item:

Recommended Motion:

"I move to approve the Housing Action Plan, year 2"

Reasons for Recommendation:

- Staff made substantial progress moving housing actions forward through implementation of HAP, year 1 (48% completed or ongoing, 41% in progress).
- HAP, year 2 reflects learnings from year 1 and continues or adjusts actions that are in progress, ongoing, or not started.
- Each HAP acts as the Housing Team’s job description and provides clear direction on how staff should devote their time.

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

Here is an analysis of action items that have been adjusted or are new for the HAP, year 2. Staff welcomes guidance on any of these actions.

**GOAL 1: CREATE + PRESERVE HOUSING**

- RFP next public parcel for development: To achieve the goal of 660 new, preserved, or converted homes in Ketchum by 2033, Staff believe that a portion of those units will need to be new construction. The most financially feasible and efficient means of achieving this and other city priorities (walkability, sustainability, etc.) is to use publicly owned land. An RFP of one publicly owned parcel is the next logical step from our land use analysis with HOLST to identify which publicly owned land is next to develop, potential unit count, and other programming considerations.
- Explore lite preservation program: General feedback and feedback specifically on the Lease to Locals program is the need to incentivize preservation of existing, locally occupied homes. Market forces and environmental conditions are challenging existing, cash-constrained homeowners. Through surveys and incoming calls, we hear of owner-occupied homes and homes rented to community renters that are at risk of flipping to current market prices and displacing existing owners and tenants due to increased HOA fees, property taxes, and capital improvement costs.
- Create lease template + how-to-guide for landlords: Staff similarly hear of owners who wish to rent to locals but have limited knowledge of or experience being a landlord. One common request to support this conversion is for tools such as a lease template and process document.
- Outreach + incentivize right of first refusal: One learning from peer communities is the value of obtaining rights of first refusal on existing naturally occurring affordable housing at risk of going market.

Jason Glidden of Park City recommends door knocking and surveying existing owners to put agreements in place that if and when the owner wants to sell, would provide the City a right of first refusal to purchase the property. This necessitates adequate funds be made available for purchases, but the approach would allow the City to resell the housing units with deed restrictions, ensuring long-term affordability.

- Implement ownership + preservation program (OPP): Research in Blaine County and peer communities, like Teton County, have made it clear that the only way to ensure our community and workforce can continue to support our economy and community character is if we deed restrict as many homes as possible for local occupancy. Best practice in peer communities is to essentially buy deed restrictions for local occupancy. Staff aim to launch a pilot of such a program this summer. Based on this year’s survey, there is significant demand for this type of program countywide.
- Increase # of occupied ADUs: Based on learnings from year one, this action is clarified with two sub-actions, as follows.
  - Outreach to homeowners. Staff’s analysis during year 1 elucidated prohibitive practices and regulations by HOAs. Staff aim to educate on the impact of those regulations, clarify existing state and local regulations, provide alternatives for HOAs and clear pathways to ADU development and local occupancy for homeowners.
  - Pilot incentives. Staff are exploring a variety of incentives to deed restrict ADUs for local occupancy, from policy changes to financial incentives and pre-approved plans.

## **GOAL 2: UPDATE POLICY TO PROMOTE COMMUNITY HOUSING**

*Build a regulatory and policy environment that increases community housing supply while remaining consistent with other community goals, such as sustainability, diversity, and aging in place.<sup>1</sup>*

Goal 2 for HAP, year 1, was to “Update Policy to Promote Housing.” The goal described increasing general supply, with an emphasis on community housing. However, learnings over the last year highlight how housing development that doesn’t have a restriction for local occupancy increases the community housing deficit, redirecting staff to promote community housing instead of general growth.<sup>2</sup> As such, staff recommend rewording goal 2 to “Update Policy to Promote Community Housing.”

- Permanent adoption of interim ordinance: Staff is analyzing and reviewing the effects of the interim zoning ordinance to produce a draft ordinance for permanent adoption by October 2023. The proposed ordinance will affirm and refine standards of the interim ordinance, clarify administrative processes, codify interpretations, and clarify ADU standards to remove barriers to construction.
- Monitor progress on Tiny Homes on Wheels (THOWs) in other jurisdictions: The City of Hailey and Blaine County each passed amendments to their zoning ordinances to allow for Tiny Homes on Wheels as year-round dwelling units. Some health and safety concerns have been raised around the viability of THOWs in a mountain climate. Staff will be monitoring the use and uptake of THOWs in other jurisdictions to develop recommendations for future consideration of allowing THOWs in Ketchum.
- BCHA recommendations at public meetings: On behalf of BCHA and in an effort to fulfill their mission, staff will monitor housing-related topics that move through other jurisdictions’ Planning & Zoning Commissions and Councils/Commissions. Staff will draft written comments and, when able, BCHA board members from the relevant jurisdiction will present for public comment.
- Monitor Lava Hot Springs case: The Idaho Association of Realtors and some private individuals sued the City of Lava Hot Springs for regulating short-term rentals. Staff will monitor the final outcome of this case as it proceeds up to the Supreme Court to help guide future recommendations on short-term rental regulation.



- Identify and implement policy changes identified in analysis of impediments: Learning from last-year’s action to “clarify Fair Housing and Affirmatively Furthering Fair Housing Requirements,” City Staff will now analyze impediments to housing choice based on survey and census data. There may be policy-based recommendations resulting from this analysis.
  - One barrier already identified is the limited applicability of tenant-based rental assistance (known as Section 8), with only 29 households receiving such assistance in the county. Staff are exploring with IHFA and seeking input from HUD on how to address this. This is referenced in Goal 3 as “advocate + expand section 8.”
- Propose non-discrimination ordinance for rental assistance: This is a slight rewording from last year, to specify that staff recommends an ordinance that prohibits landlords from discriminating against potential or existing tenants because they receive or would receive rental assistance. Unfortunately, it is common for this type of discrimination to occur even though rental assistance is more reliable than other sources of rental payments.

### **GOAL 3: EXPAND + IMPROVE SERVICES TO CREATE HOUSING STABILITY**

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

With over 9,400 residents countywide identified as unstably housed or cost-burdened and 158 individuals served this last winter through shelter and motel stays (1/3 of which were children), staff and partners recognize an ongoing need for shelter and transitional housing. Since research shows that homelessness is caused by an affordable housing deficit, actions of the Shelter Plan are incorporated here.<sup>3</sup> A Shelter Plan is being finalized in the coming weeks. The following additions to HAP, year 2 are actions outlined in the draft Shelter Plan.

- Identify + negotiate master leasing opportunities
- Convert, acquire, or construct new transitional housing
- Identify + fund rapid rehousing coordinator
- Implement regional, systems-level approach to planning + response
- Establish + track shared goals

Staff continue to hear how challenging it is to find and navigate housing resources, including knowing where and how to apply for permanent, deed-restricted housing. Staff, service providers, and property managers and owners refined the scope and during implementation of the HAP, year 1 action of “convening a one-stop-shop.” For year 2, this action is updated to “Manage housing navigation system:”

- Annually update Resource Guide + one-pager
- Create common pre-application + waitlist
- Create cheat sheet on how to apply + train case managers
- Continue case conferences
- Create/adopt referral system
- Educate on system, BCHA’s policies, VAWA, fair housing, housing navigation system, landlord-tenant law
- Certify BCHA program administrator as Housing Counselor

The last action here is “continue mediation program.” Six months after launch, this program has assisted 18 households avoid homelessness and is gaining traction. The mediation team is also training 11 local stakeholders to be certified mediators, had 98 registrants for an eviction law training, and has trained 9 individuals in conflict resolution.

#### **GOAL 4: EXPAND + LEVERAGE RESOURCES**

*Increase resources - both funding and land - to support Action Plan Goals from a range of public and private sources.*

- Review vacant and NOAH inventory: Staff aimed to use existing resources and contracts over the last year to inventory vacant lots and naturally occurring affordable housing to identify opportunities for acquisition and preservation with restrictions for local occupancy. Existing resources are better suited for other efforts, so staff recommend contracting this analysis out to GIS experts.
- Contract for + use grant-writing services: Last year, staff were involved in two grant applications (both successful). One was written without the assistance of someone familiar with the application or process and the other was written by a contractor familiar with both. The latter was much more efficient than the former – leaving staff more time for their primary responsibilities. Staff recommend contracting for grant-writing services going forward. These services typically pay for themselves.

#### **GOAL 5: INFORM, ENGAGE + COLLABORATE**

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

- Removed “convene quarterly government meeting”: This has transitioned to the City Administrator level, so the Housing Team is no longer involved.
- Table at events + in areas with potential development: Housing Staff and BCHA see value in being approachable and accessible to community members. To that end, staff aim to table at community events to get the word out on programs and respond to housing questions. In areas where the City is involved in potential development, the housing team can table and engage neighbors and passersby to educate and receive feedback.
- Enhance BCHA board engagement: BCHA, staff and partners recognize the need for the community’s housing representatives – i.e. BCHA Board members - to provide public comment. Staff would draft recommendations for board member consideration. Similarly, events and other opportunities arise to have public representatives of the housing effort.
- Encourage creation of annual peer community housing conference: Visits to and from housing directors of peer communities highlight the value of brainstorming and problem solving together. This year’s visiting housing directors enthusiastically indicated interest in attending a housing conference of peer communities. Staff can encourage or explore ways to facilitate such a convening.
- Create countywide scorecard: Tracking actions across jurisdictions would create transparency for community members and across governmental actors and other partners. Such clear action items would also provide opportunities for greater collaboration.
- Outreach + education to HOAs: Staff are recognizing the need for direct education and engagement of HOAs, particularly those that include deed-restricted homeowners. In general, HOAs also control design and planning restrictions in ways that may – intentionally and unintentionally – restrict local occupancy and be detrimental to housing efforts. Staff recommend learning from HOAs about their goals, brainstorming alternative methods, and educating existing homeowners on impacts.
- Support housing education org. or position: Peer communities directly support or fund organizations whose primary mission is to educate the community and advocate for housing initiatives. Staff capacity

and ability to conduct such efforts is limited, and staff recommend supporting a third-party entity that can learn from staff and share out to the community.

- **Support employee generation study:** A study from 2002 in Blaine County and more recent ones in peer communities have highlighted how new development exacerbates the need for community housing. Staff know that this community values data-driven decisions. While a full nexus study demonstrating the direct relationship between market rate development and employee generation might not be needed at this time, a detailed study could better inform planning and zoning decisions and refinement of tools and strategies.

**FORMATTING NOTE**

For the sake of efficiency and staff capacity to continue to conduct housing efforts, staff propose the attached format for subsequent Housing Action Plans. Staff recommend a full review of the assessment at year 5, and – depending on the outcome of such an assessment – revisiting the goals and strategies at year 5 or 10.

**SOURCES**

1. Ketchum, 2014 Comprehensive Plan.
2. New development exacerbates need for affordable homes:
  - “New study gives legal footing to ask developers to pay for housing impacts,” by Jackson Hole News and Guide. [The study](#) finds that new development, including each new market rate housing unit, exacerbates the need for affordable (deed-restricted) housing. For example, for every 100 new market rate single-family units in Jackson, an additional 21 affordable units are needed for employees to adequately service those market rate homes and their occupants.
  - A similar study from [Blaine County in 2002](#) showed similar results. The larger the market rate home, the more employees generated. This study estimated that for every 100 new market rate homes used as a primary residence, it generated 40 new employees. For every 100 new market rate homes used as a second home, it generated 20 new employees.
3. “Homelessness Is a Housing Problem: How Structural Factors Explain U.S. Patterns,” by Gregg Colburn and Clayton Page Aldern. March 2022, University of California Press.

Sustainability Impact:

--

Financial Impact:

None OR Adequate funds exist in account:	Expected LOT funds would cover most these efforts. Staff will continue to pursue grants and alternative funds.
--	--

Attachments:

1. Draft Housing Action Plan, year 2
2.
3.





# DRAFT HOUSING ACTION PLAN, YEAR 2

June 2023 - May 2024

for more details, visit [projectketchum.org](http://projectketchum.org)

## 2022 NEEDS ASSESSMENT SUMMARY

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

**660** Need at least 660 preserved, converted, or built homes in Ketchum by 2032.

2 Ketchum is losing its workforce and year-round residents because most local people cannot afford to live here.<sup>1</sup>

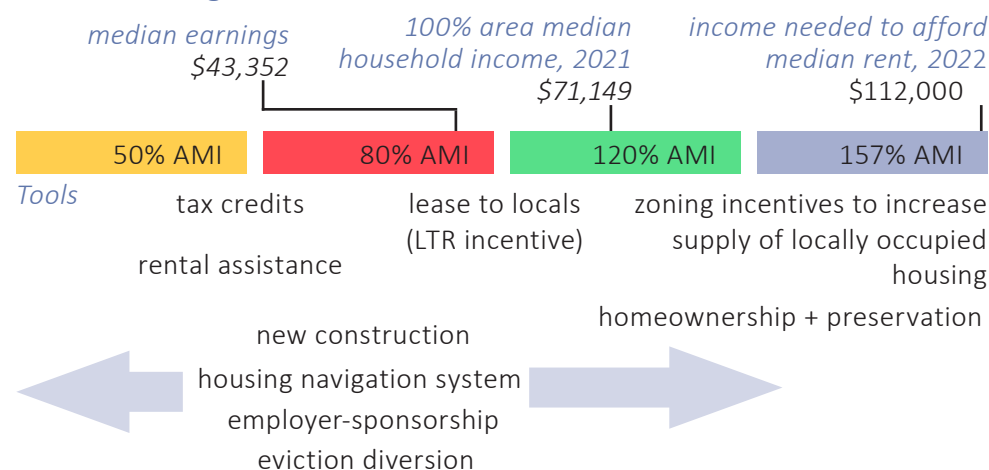
3 Our community agrees that there is a housing crisis and wants action.<sup>2</sup>

## TRACKING OUR 1-YEAR HOUSING ACTION PLAN

### PROGRESS HIGHLIGHTS SINCE MAY 2022

- 21 community homes in Ketchum constructed, preserved, or converted
- 148 community homes in progress in Ketchum (70 under construction, 78 under review)
- Directly assisted 85 households & increased support for an additional 260 households facing displacement, countywide
- Housing team raised \$1.7 million in funding for housing efforts, countywide

We need housing across income levels, and multiple tools to achieve that goal.<sup>3</sup>



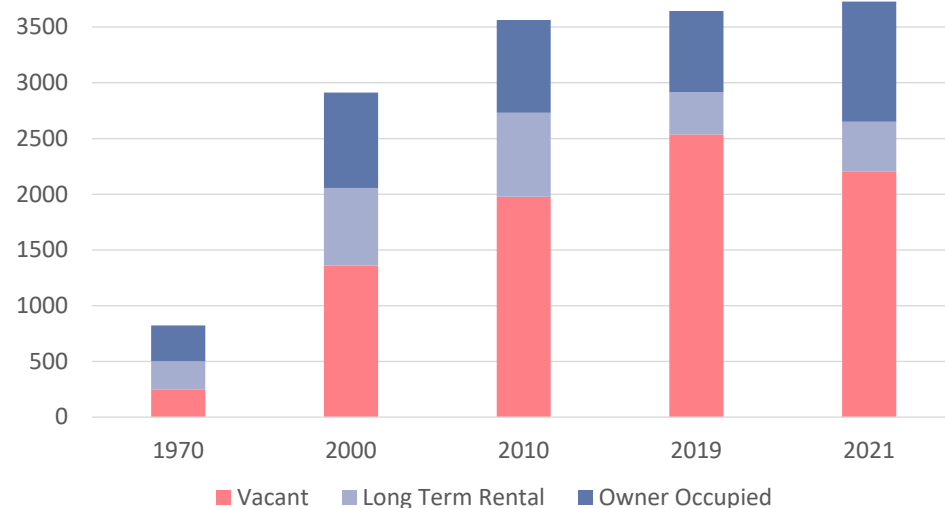
## GOAL 1 PRODUCE + PRESERVE HOUSING

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

**660**

Preserve, convert, or build at least 660 homes in Ketchum by 2032. This estimated demand is based on historic growth rates but is primarily comprised of community members who are at risk of displacement or are unhoused. It does not include the 335 "lost" renter households from 2010 to 2019. The minimum demand for Blaine County is 4,700 preserved, converted, or new homes.

Long-term rentals have decreased in the last decade.<sup>4</sup>



### 10-YEAR PERFORMANCE MEASURES STATUS

- Minimum of 660 preserved, converted, new housing: 21
- At least 60% of housing stock is long-term occupied: 41%
- 40% of Ketchum's workforce can live in Ketchum: 8.5%

### YEAR 2 ACTIONS: RESULTS TO DATE

#### NEW CONSTRUCTION

- Develop new construction pipeline:
  - 1st & Washington (~64 homes)
  - Explore YMCA with parking
  - Identify parcels for acquisition
  - Dialogue w/ significant site owners
- RFP next parcel for development

#### PRESERVATION

- Explore Forest Service Park for transitional or employee housing
- Identify buildings for preservation
- Explore light preservation program

#### CONVERSION TO LOCALLY OCCUPIED

- Continue Lease to Locals program (13 homes)
- Create lease template & how-to-guide for prospective landlords

#### NEW, PRESERVE, OR CONVERT

- Pilot ownership + preservation program (include bargain sale)
- Increase # of occupied ADUs
  - outreach to homeowners
  - pilot incentives
- Outreach for right of first refusal

- complete
- in progress
- ongoing
- not started

1. U.S. Census Bureau: ACS 5-Year Estimate 2019; Blaine County Housing Authority, fiscal year 2021.  
 2. Ketchum Matters Community Housing Survey + Stakeholder Interviews, Nov. 2021-Jan.2022.  
 3. U.S. Census Bureau: ACS 5-Year Estimate 2019; Blaine County Housing Authority, fiscal year 2021.

## GOAL 2 UPDATE POLICY TO PROMOTE COMMUNITY HOUSING

Build a regulatory and policy environment that increases community housing supply while remaining consistent with other community goals, such as sustainability, diversity, and aging in place.<sup>5</sup>

Only upper-income households can really afford the 'market.' Given current, high housing for-sale and rental prices in Ketchum, market-rate housing is only affordable to upper-income households. Median (market) Ketchum rent is only affordable to households earning more than \$107,000 annually.<sup>6</sup>

Residential development has slowed. Nearly half of the existing housing stock was built between 1970 and 1989.<sup>7</sup>

Pandemic population boom accelerated trends. The first year of the pandemic saw a severe acceleration of negative trends for housing locals, along with a substantial increase in year-round population that appears to remain. (Exception: vacant/seasonal/short-term rentals have seen some near-term declines year over year in the past two years.)

Population Growth Rate, Ketchum<sup>8</sup>

Historic Annual Growth Rate

~1%

Pandemic Growth Rates (2019-2020)

~25%

### 10-YEAR PERFORMANCE MEASURES

- Supports all targets



### YEAR 2 ACTIONS: RESULTS TO DATE

#### ZONING CODE

- Adjust interim ordinance for permanent
- Develop code change work plan
- Audit existing code in relation to HAP
- Meet regularly with partners to obtain feedback for process improvements
- Explore priority processing and incentives for projects that serve the Housing Action Plan
- Establish annual accountability metrics for application, permit, etc.
- Monitor progress on THOW in other jurisdictions

- BCHA recommendations at public meetings

#### STATE & FEDERAL POLICY

- Identify state-level policy changes
- Identify federal-level policy changes

#### SHORT-TERM RENTALS

- Monitor Lava Hot Springs case

#### STABILITY & ACCESS

- Identify + implement policy changes from analysis of impediments
- Propose non-discrimination ordinance for rental assistance
- Propose relocation & displacement ordinance

4. U.S. Census Bureau: ACS 5-Year Estimates (1970, 2010, 2019)

5. Ketchum, 2014 Comprehensive Plan.

6. Blaine County Housing Authority, fiscal year 2019 and 2021. Based on Idaho Mountain

Express advertisements.

7. U.S. Census Bureau: ACS 5-Year Estimates, City of Ketchum building permit data

8. U.S. Census: ACS 5-Year Estimates (2019); Decennial Census Redistrict



# DRAFT HOUSING ACTION PLAN, YEAR 2

June 2023 - May 2024

## GOAL 3 EXPAND + IMPROVE SERVICES TO CREATE HOUSING STABILITY

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

1%

Local residents experiencing homelessness (unhoused)

Ketchum Matters Community Housing Survey, Nov. 2021-Jan. 2022

436

Ketchum households are at risk of displacement, because they are

- cost burdened (paying more than 30% of income on housing)
- in substandard housing
- are overcrowded
- are unhoused

U.S. Census: ACS 5-Year Estimates for 2019

Housing instability is creating financial, social, and emotional challenges for residents across the valley.

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

- Brittany Shipley of NAMI Wood River Valley

### 10-YEAR PERFORMANCE MEASURES

### STATUS

- Prevent displacement and assist 100 households annually

85 households (complete)  
260 households (in progress)

### YEAR 2 ACTIONS: RESULTS TO DATE

#### EMERGENCY & HOMELESSNESS

- Identify + negotiate master leasing opportunities
- Convert, acquire, or construct new transitional housing
- Identify + fund coordinator
- Implement regional, systems-level approach to planning + response
- Establish + track shared goals
- Advocate + expand section 8

#### PROCESSES & EASE OF ACCESS

- Coordinate funding sources
- Manage housing navigation system
  - Annually update Resource Guide + one-pager

- Create common pre-application + waitlist
- Create cheat sheet on how to apply + train case managers
- Continue case conferences
- Create/adopt referral system
- Educate on system, BCHA's policies, VAWA, fair housing, housing navigation system, landlord-tenant law
- Certify BCHA program admin as Housing Counselor

#### SUPPORTIVE SERVICES

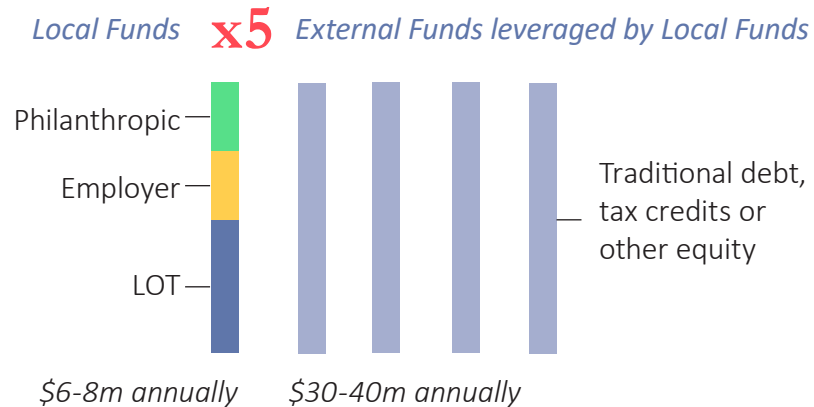
- Continue mediation program

## GOAL 4 EXPAND + LEVERAGE RESOURCES

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

Need \$6-8 million annually, or \$60 million total.

The more local resources devoted to housing, the more investment can be leveraged.



20%

20% of City housing funds to be allocated for significant county-wide developments or programs.

### 10-YEAR PERFORMANCE MEASURES

### STATUS

- Secure \$6-8m annually of local funds, including 20% to be used countywide

~\$1.7 m (by Ketchum housing team)

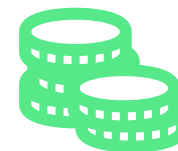
### YEAR 2 ACTIONS: RESULTS TO DATE

#### LOCAL GAP / MATCH FUNDS

- Review priorities with partners
- Map vacant and NOAH inventory
- Coordinate philanthropic efforts
- Facilitate employer-sponsored housing
- Secure lodging LOT funds
- Update in-lieu fee

#### LEVERAGE OTHER RESOURCES

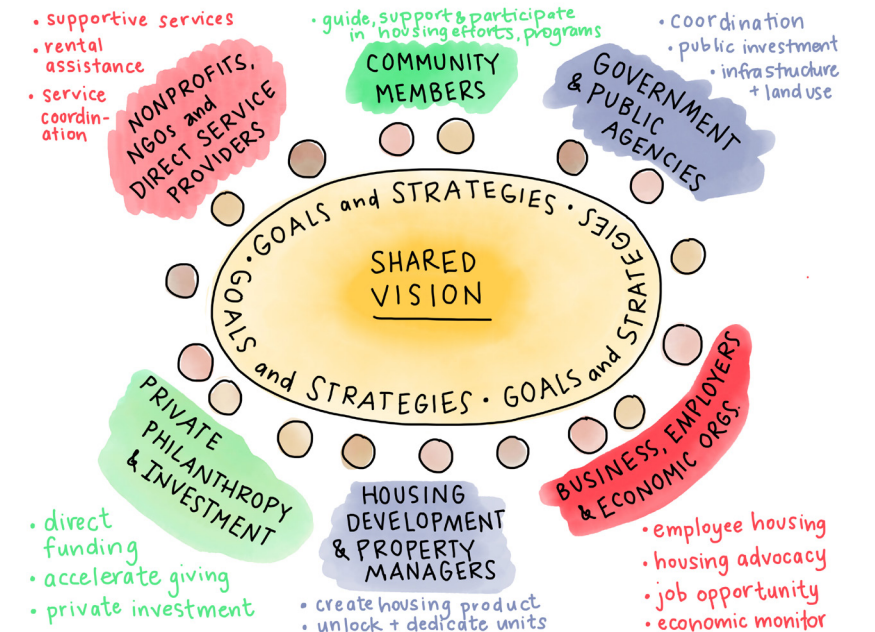
- Secure state/federal/county funds
- Contract for + use grant-writing services



## GOAL 5 INFORM, ENGAGE + COLLABORATE

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

Coordination around a shared vision is imperative.



### 10-YEAR PERFORMANCE MEASURES

### STATUS

- Achieve minimum of 51% satisfaction/public approval of action, coordination and results
- Allocate 20% of City housing funds county-wide

38%

~20%

### YEAR 2 ACTIONS: RESULTS TO DATE

#### COORDINATE

- Continue quarterly implementation partner meeting

#### COMMUNITY FEEDBACK

- Determine perception on efforts
- Table at events + in areas with potential development

#### IMPLEMENTATION VISION + CAPACITY

- Update annual Housing Action Plan
- Maintain staff capacity
- Enhance BCHA board engagement
- Encourage creation of annual peer community conference

- Create countywide scorecard

#### COMMUNITY EDUCATION

- Transparent budgeting, annually
- Quarterly progress report + monthly City Council updates
- Continue speaker series, trainings
- Develop education and calculator for in-lieu fee
- Outreach + education to BCHA + general HOAs
- Support housing education org. or position
- Support employee generation study



City of Ketchum

## CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:  Staff Member/Dept:

Agenda Item:

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

Staff request guidance on key policy questions for the OPP.

**Goal 1: Create + Preserve Housing**

*Action: Pathway to Ownership*

The 2022-2023 Housing Action Plan identifies a Pathway to Ownership Year 1 Action to support Goal 1, including exploration of deed-restriction and down payment assistance feasibility and program options. Staff investigated the feasibility of a deed-restriction purchase program (Ownership and Preservation Program), similar to programs established in many other mountain resort communities.

The Town of Vail, Colorado and the Vail Local Housing Authority initiated the InDEED program in 2017. The program offers a cash incentive in exchange for “light” deed-restrictions, which restrict occupancy to qualified local workers, preserving existing housing stock for local, year-round occupancy. These restrictions are similar to Blaine County Housing Authority’s Category L deed-restriction, which has no income or asset limits.

Staff hosted three focus groups with local experts, realtors, and mortgage lenders to introduce the program and receive feedback to refine program details. Staff also explored and analyzed local inventory and current economic conditions to inform program recommendations. Since the launch of Vail’s InDEED program in 2017, pandemic-related effects have shifted the economic landscape in mountain towns like Ketchum. Home prices, already high and rising, surged with the pandemic. In the last year, federal interest rate policy made borrowing more expensive and decreased purchasing power.

Staff wishes to use this update to provide the City Council with the latest findings, analysis, and recommendations for the program and to seek direction and guidance to finalize a program proposal for review in July. More extensive background and details on the program can be found in the attached slides (Attachment #1). Staff requests direction from the City Council on the following program elements.

**Expand Program to Include Rental Properties**

Because the Year 1 HAP Action “Pathway to Ownership” seeks to encourage and support home ownership, originally staff explored a narrower, more restrictive program, targeted specifically to people seeking homeownership or assistance with existing homeownership. This differs from the most flexible deed-

restriction purchase programs (e.g. Vail INDEED, Park City), which are only concerned with the qualifications of the occupant of the unit, not the owner.

Given the high housing costs, decreased purchasing power, and limited inventory, staff recommends opening the Ownership and Preservation Program pilot to allow participating units to be used as rentals and to be purchased by other entities, including investors and employers. Staff believes that this added flexibility will expand the use of the program but values prioritizing support for homeownership, in alignment with the HAP year 1 action. Staff could closely monitor funding allocation among participant types and hold or pause funds to support homeownership. Summit County, Colorado, for example, only processes requests for ownership acquisition applications during peak sale season, and then reopens to existing homeowners after the summer.

Staff recommend Option 2, with the potential to consider timing preferences and funding allocations specifically for homeownership.

#### Program Options:

1. Flexible. No distinction between rental and ownership – unit occupant must be qualified, year-round local.
  - a. Pro: Maximum flexibility and eligibility for use of program
  - b. Con: May create competition between investors and those seeking homeownership funding
2. Same program, two deed-restrictions: 1. Ownership, 2. Flexible.
  - a. Pro: Two restrictions could allow for distinctions in regulations, financial incentive, and appreciation, and give participants opportunity to choose what is preferable for them.
  - b. Con: More options can add education and administrative work.
3. Ownership. Only allow program funds to be used for owner-occupied units
  - a. Pro: Program exclusively supports homeownership, which is not currently supported by other programs
  - b. Con: Limits program participation due to limited inventory amounts and housing types

#### **Appreciation Cap**

The program element which has received the most debate and discussion in focus groups is whether to include an appreciation cap with the Category-L deed-restriction, as is typically used with other BCHA deed-restrictions. Current BCHA Category-L deed-restriction terms include a maximum 4% annual appreciation cap that tracks with increases in cost-of-living. The most flexible versions of these programs, including the Vail INDEED and Park City programs, do not have appreciation caps. On the other hand, Jackson/Teton County's ownership-specific restriction includes a 3% annual appreciation cap (their second, less restrictive, rental version of the restriction does not have an appreciation cap). Notably, the more flexible restrictions provide less subsidy (typically about 10-15% of value) than Jackson's ownership-specific program (20%). In Breckenridge, two versions of the restriction are offered: an uncapped restriction (up to 19% of value) and an appreciation-capped restriction (up to 30% of value).

The arguments for an appreciation cap are primarily protecting the long-term value of the public investment and keeping home prices on restricted units more attainable to more locals. When the public provides a subsidy in the form of down payment assistance, appreciation on the home would be capped beginning from the market price of the home, less the value of the restriction. This ensures that the value provided by the public subsidy buys down the home price on all future transactions so that all future homeowners benefit from the subsidy. If appreciation on the unit is not capped, the initial recipient can collect the public subsidy at the first subsequent sale. Even without an appreciation cap, a deed-restriction will likely limit the

maximum sale value of unit relative to a comparable unrestricted unit, however, an appreciation cap can ensure that a home remains more accessible to local earners in the long-run.

Arguments against appreciation caps include that they prevent homeowners from building enough equity in their home to eventually “graduate” out of the unit and into an unrestricted, market home, as the market appreciates faster than the appreciation cap. Staff views the primary benefit of homeownership under this program as long-term housing stability, not as investment and equity-building, although equity-building and appreciation will be an additional benefit even with a cap.

Staff also heard that appreciation-capped units were difficult for owners to sell during economic downturns, citing challenges experienced after 2008. In a “down market” with home prices falling, comparable unrestricted units were affordable to buyers and more attractive than deed-restricted units. Some focus group participants argued that if a deed-restricted unit will participate in downside risk like a market unit, then it should also benefit from any potential upside. Staff notes that BCHA deed-restricted units in 2008 were income category-restricted units and did not include Category-L-style units, which do not have income or asset limits and use a different method for capping appreciation.

A final consideration for appreciation caps is related to question #1 and eligibility for participation in the Ownership and Preservation Program. When buyers are investors or businesses, capital and funding are more available for purchasing units, compared to the individual local household, and appreciation caps are not as necessary. Additionally, investors will be more interested in participating in a community housing program without an appreciation cap.

Staff recommends considering whether to include appreciation caps in conjunction with consideration of participant eligibility and corresponding grant value.

#### Program Options:

1. No appreciation cap
2. Two versions: one with an appreciation cap and a higher financial incentive and the other with no appreciation cap and lower financial incentive. These could also correspond with ownership vs. flexible deed-restrictions.
3. Annual appreciation cap (tracked against cost-of-living) for all participating units

#### **Program Geography**

Staff analyzed real estate inventory in Ketchum and the rest of the Wood River Valley over the past year. Ketchum’s inventory in the sub-\$1 million category is limited and largely made up of 1 and 2-bedroom condominiums constructed in the 1970s and 1980s. Hailey has the greatest mix and volume of unit types at this price point, including larger units and single-family homes. While staff believes, and recent survey data supports, that there is demand for the program to support acquisition of available units in Ketchum under this program, occupants of preserved units would be smaller households due to the limited size of units. Realtors advised that some families seeking housing would opt for larger unit types in Hailey or beyond, without subsidy programs. Additionally, the City of Hailey is currently developing a similar preservation program.

The HAP includes direction to allocate 20% of City of Ketchum housing funds for significant county-wide actions. Staff recommends Option 2 or 3. Any funding for properties outside of Ketchum’s city limits could be split with relevant participating jurisdictions (if any).



**Program Options:**

1. Restrict use of Ownership and Preservation Program to properties located within the Ketchum city limits.
2. Restrict use of program to properties located within Ketchum or Ketchum’s Area of City Impact.
3. Restrict 80% of the program funds for properties located within Ketchum (or Ketchum’s Area of City Impact).
4. Expand use of program to all of Blaine County and operate the program through the Blaine County Housing Authority.

**Value of financial incentive**

The recommended financial incentive – either as a percentage of home price and/or in maximum dollars – is largely dependent on the guidance sought above.

**Next steps:**

Staff will recommend program policies to Council in July. In the meantime, Staff will review the deed restriction template(s) with key partners and prepare for implementation.

**Sustainability Impact:**

Community housing houses members of the community locally, ensuring that residents are closer to their places of work, recreation, and other needs. This proximity helps to decrease transportation time and reduce vehicle-related emissions associated with commuting to and from work from outside of the community.

Additionally, the proposed Ownership and Preservation program converts existing housing units into community housing, utilizing existing housing stock, land, and resources.

**Financial Impact:**

Staff anticipate launching a pilot of the Ownership and Preservation Program using \$1 million in LOT funding, to be distributed over two years.

**Attachments:**

1. Ownership and Preservation Pilot Program Background Slides

# HOUSING MATTERS

Ownership and Preservation Pilot Program

May 2023



**Carissa Connelly**

City of Ketchum Housing Director

**Rian Rooney**

City of Ketchum Housing Fellow

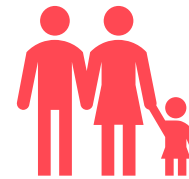
[housing@ketchumidaho.org](mailto:housing@ketchumidaho.org)



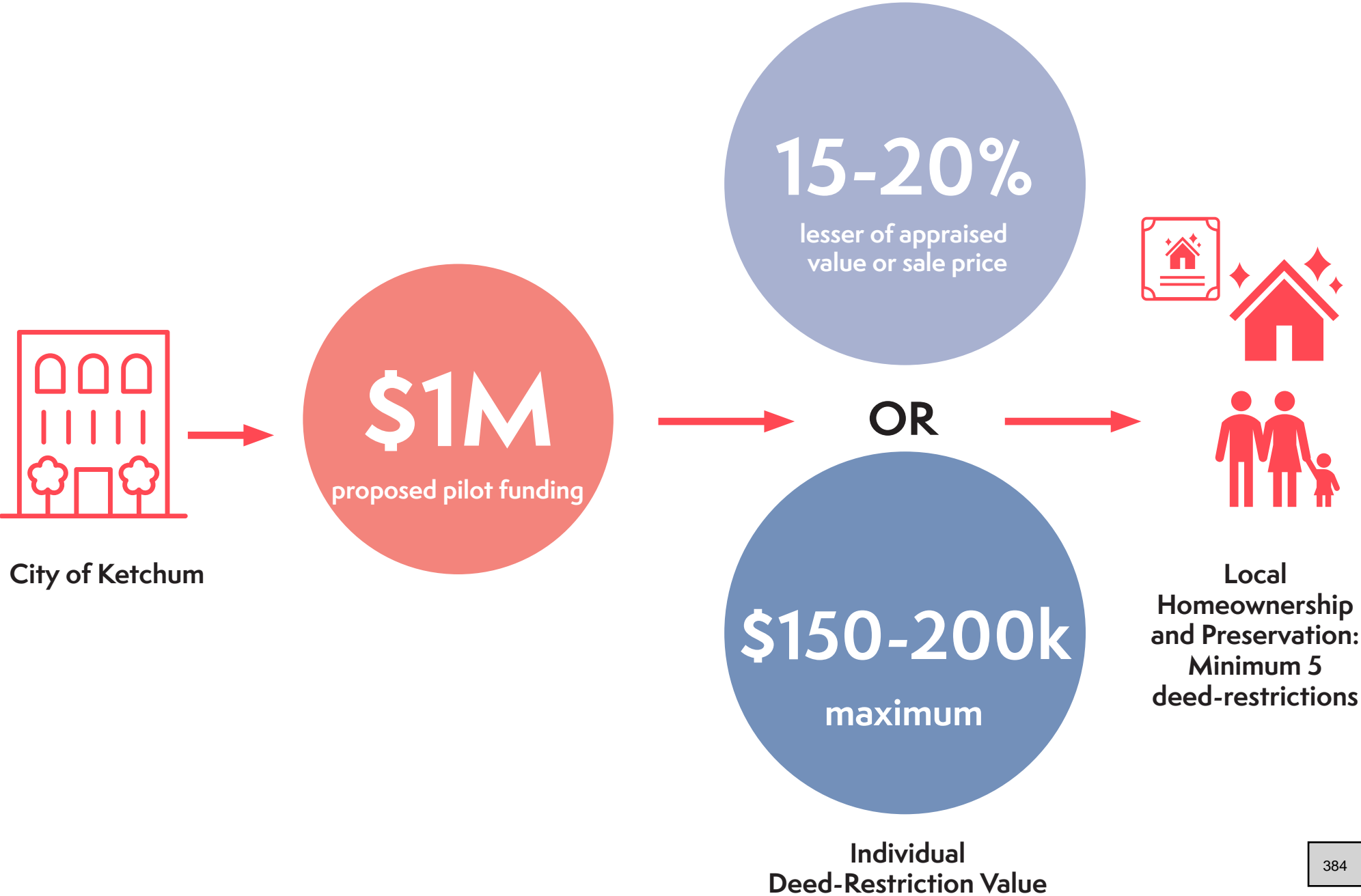


■ **ACTION: PATHWAY TO OWNERSHIP**

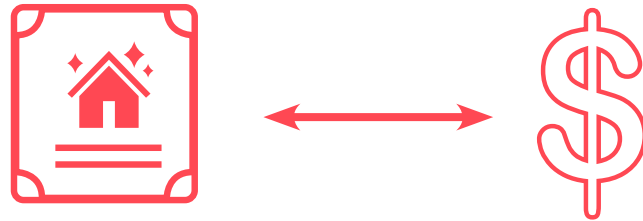
Identify **deed restriction** and **down payment assistance** feasibility and program options. Explore deed restrictions, tax abatement, cash equivalent, rehab assistance, and cooperative/co-ownership opportunities.



# PILOT PROGRAM: INITIAL CONCEPT



# WHAT IS AN OWNERSHIP + PRESERVATION PROGRAM?



## ■ Deed-Restriction

- Long-term covenant that runs with the land that can restrict occupancy, ownership, and resale
- Explicit or de facto affordability + local occupancy
- 70-year term, with renewal at sale

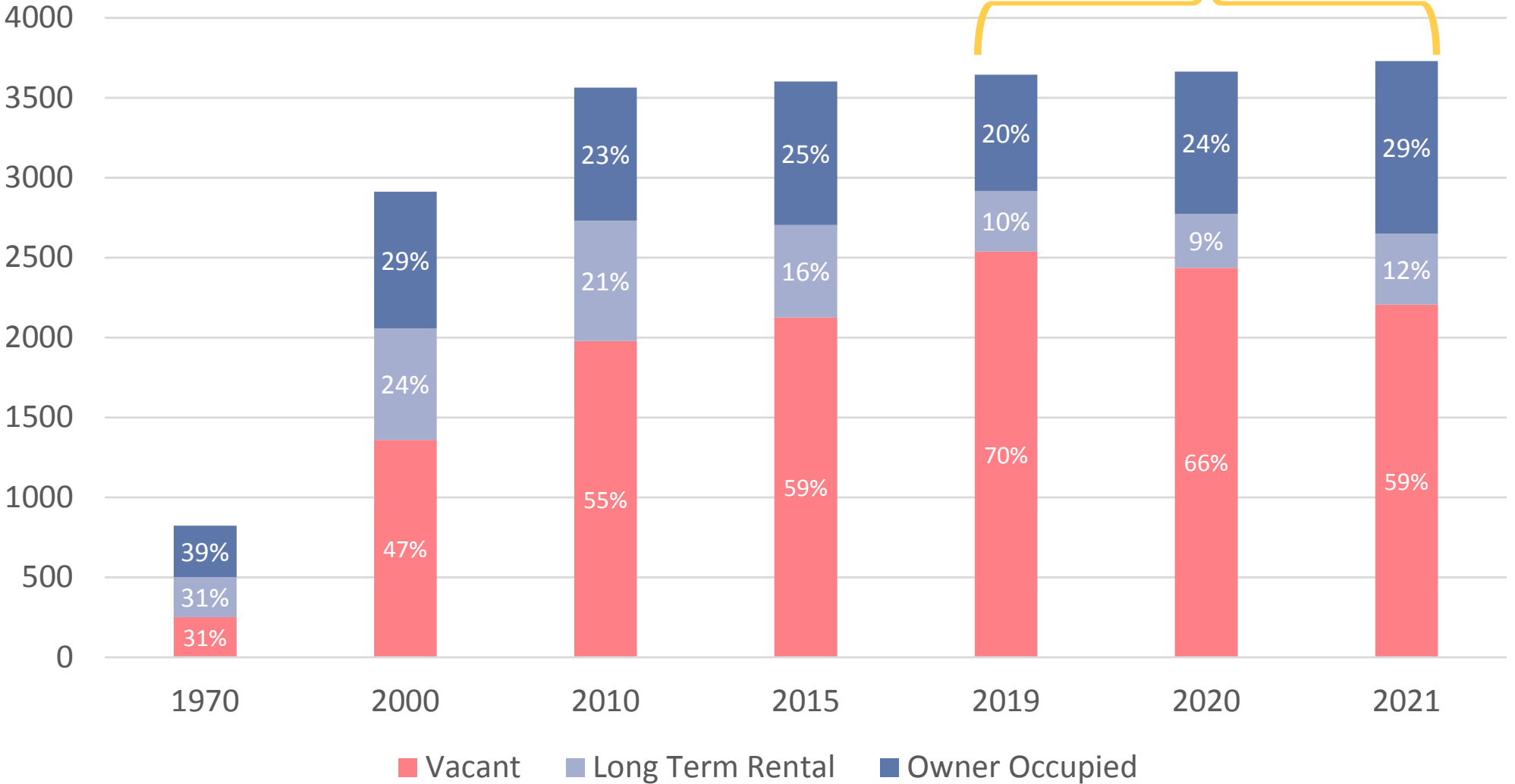
## ■ Goals

- Support community character
- Prevent housing leakage + preserve supply of housing for locals
- Homeownership assistance for new buyers
- Financial assistance for existing homeowners

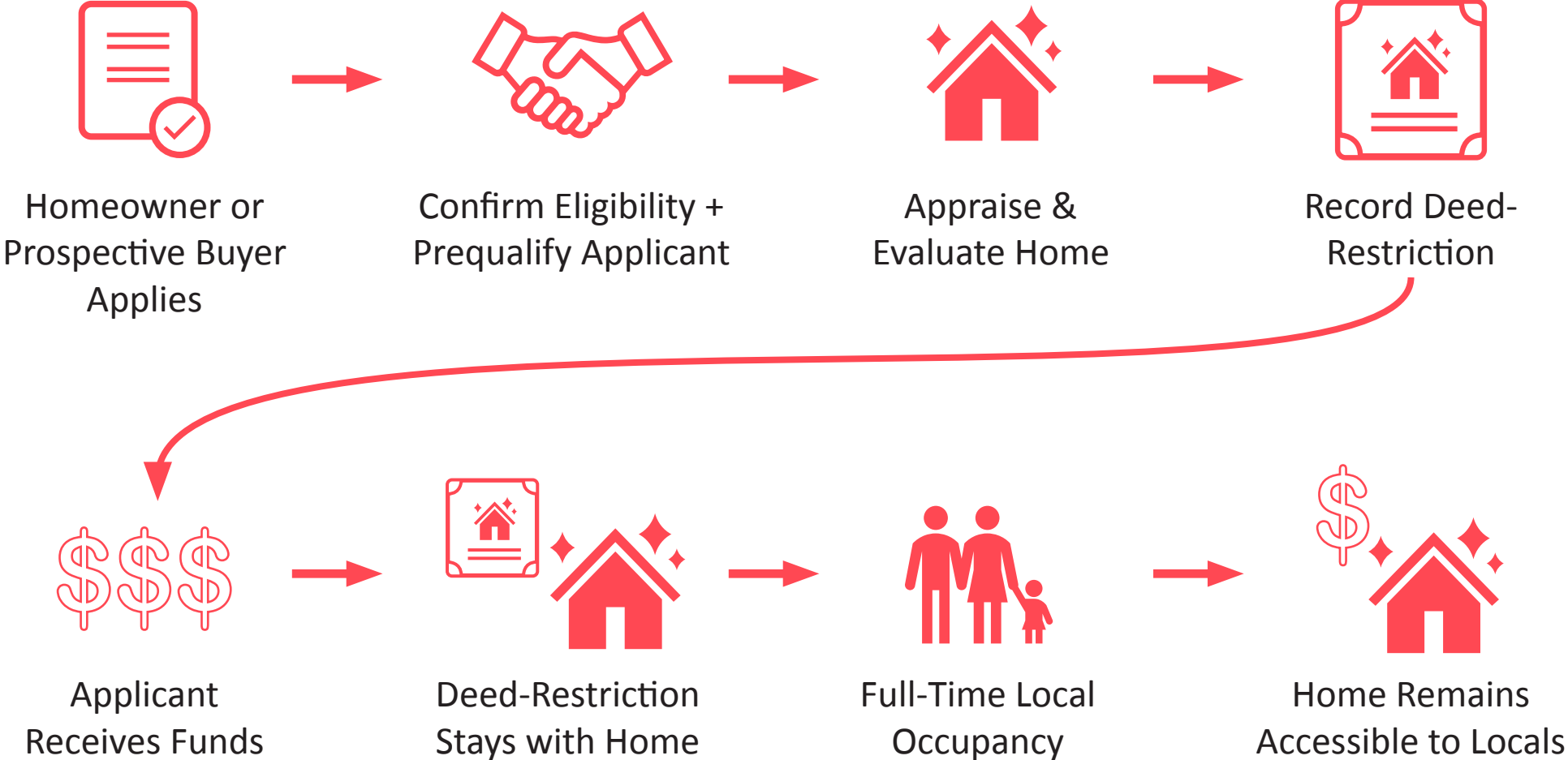
# KETCHUM HOUSING STOCK PROFILE

Some declines in vacancy since pandemic:

- owner occupancy increase (+9%)
- long term rentals unchanged (+2%)



# HOW IT WORKS



## COMMON IN PEER COMMUNITIES

- Vail (Vail InDEED)
- Summit County & Breckenridge (Housing Helps)
- Teton County & Jackson, WY (Preservation Program)
- Truckee (Home Access Program)
- Placer County (Workforce Housing Preservation Program)
- Mountain Village (YES Incentive Program)
- Big Sky Community Housing Trust (GOOD DEEDS)
- Park City (Live Park City)
- And more..

# TYPICAL PROGRAM CRITERIA

- **Peer programs focus on light “locals” and “workforce” deed-restrictions (Target: ~120% AMI and up)**
  - Full-time local employment and residency
  - No asset or income cap
  - No short term rentals
  
- **BCHA Category L Deed-Restriction**

# CRITERIA THAT VARY ACROSS PROGRAMS

## ■ **Ownership vs. Rental Flexibility**

- Rental opens program to investors, landlords, employers
- Competition with buyers seeking homeownership
- Housing Action is **Pathway to Ownership**

## ■ **Other Residential Property**

- No limit in programs that allow rentals
- Limited in homeownership-focused programs

## ■ **Appreciation**

- No limit: restriction establishes market
- Capped annually to balance long-term affordability & equity growth



# PEER PROGRAMS - GRANT VALUE

## ■ Breckenridge + Summit County

- 10-15% (no appreciation cap)
- Breckenridge Revised 2022: 19% (no cap), 30% (3% cap)

## ■ Jackson + Teton County

- 10%, \$100k for rentals (no cap)
- 20%, \$200k for ownership (3% cap)

## ■ Truckee - new in 2022

- 16%, \$150k max (no cap)
- Maximum 245% AMI

## ■ Park City - new in 2022

- 10-20%, \$200k max (no cap)
- Average 14% of value in pilot

# PROPOSED CATEGORY L CRITERIA - OWNERSHIP

## ■ **Local Employment - Blaine County**

- One adult: full-time (1,500 hrs / year)
- Exceptions for military, teachers, retirement, disability etc.

## ■ **Local Residency**

- Owner-occupied; 9 month min.
- 1 year rental to local; no short term rental

## ■ **Income**

- No maximum
- Minimum amount of household income earned locally

## ■ **Assets**

- No asset limit
- Cannot own other developed residential property

## ■ **Appreciation Cap**

- Tracks with cost of living (CPI)
- From net of home value and grant

# PROPOSED CATEGORY L CRITERIA - FLEXIBLE

## ■ **Local Employment - Blaine County**

- One adult: 30 hours / week
- Exceptions for military, teachers, retirement, disability etc.

## ■ **Long-Term Occupancy**

- Owner-occupied; 9 month min., or
- 12-month minimum lease; no short term rental

## ■ **Income**

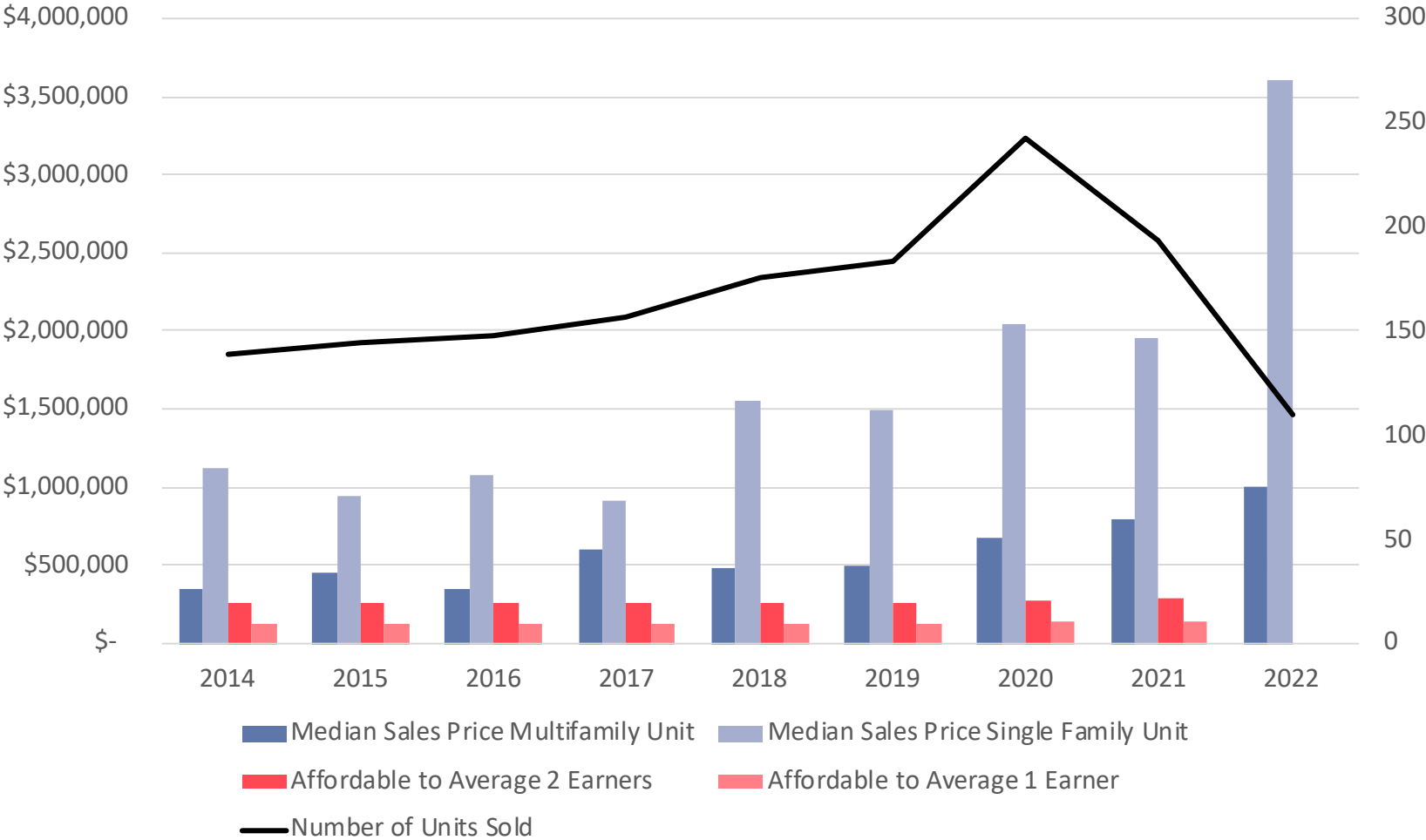
- No maximum
- Minimum amount of household income earned locally

## ■ **Assets**

- No asset limit
- No limits on property ownership for owner

## ■ **No Appreciation Cap**

# KETCHUM HOME PRICES RISING, PURCHASING POWER DECLINING



# LOCAL INVENTORY - SUB \$1 MILLION

## Ketchum

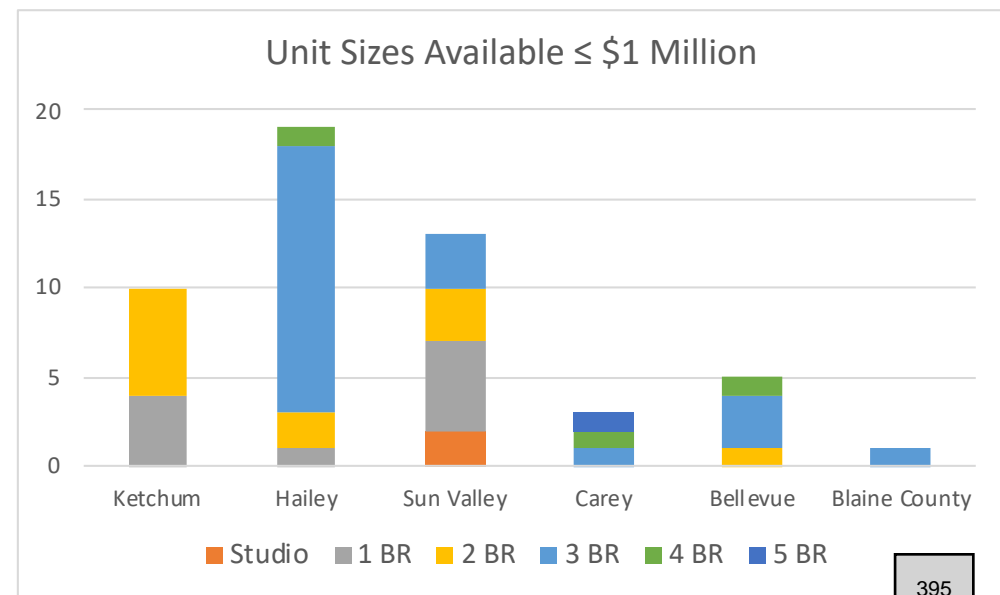
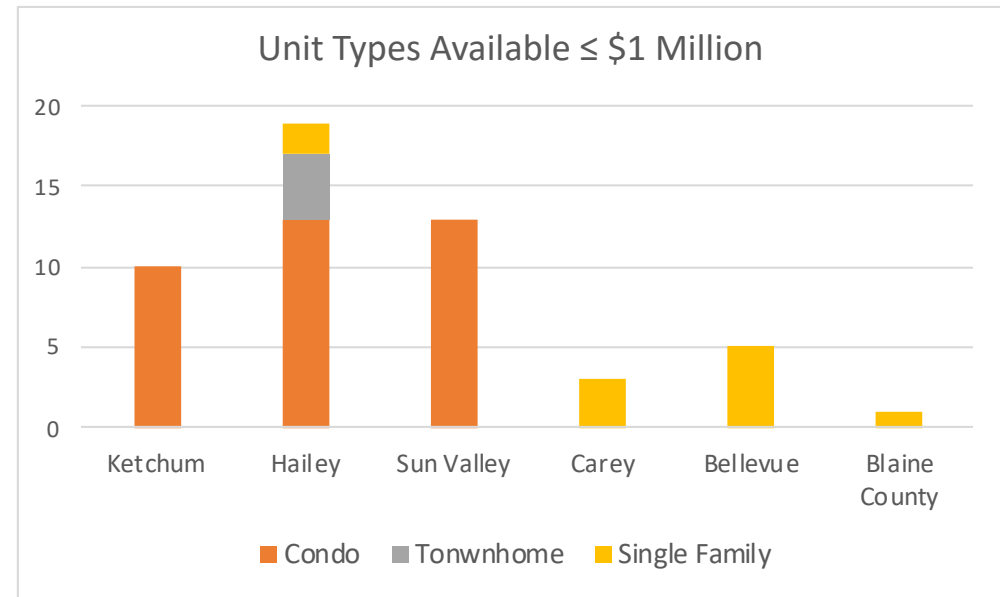
- Limited (10 units)
- 1- 2 BR Condos
- Largely 1970s Construction
- <1,300 sf

## Hailey

- Mix of Condos, Townhomes, Single Family
- Majority 3 BRs, ~1,000- 2,000 sf
- Mixed age construction

## Rest of County

- Condos (Sun Valley), Single Family
- Majority 3 BRs, ~1,000- 2,000 sf
- Mixed age construction



\*As of March 22, 2023

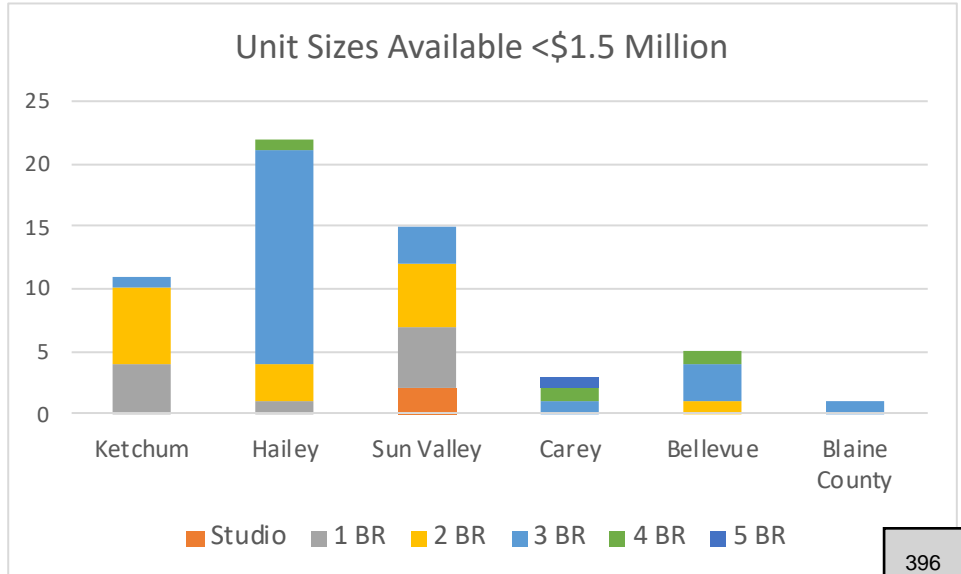
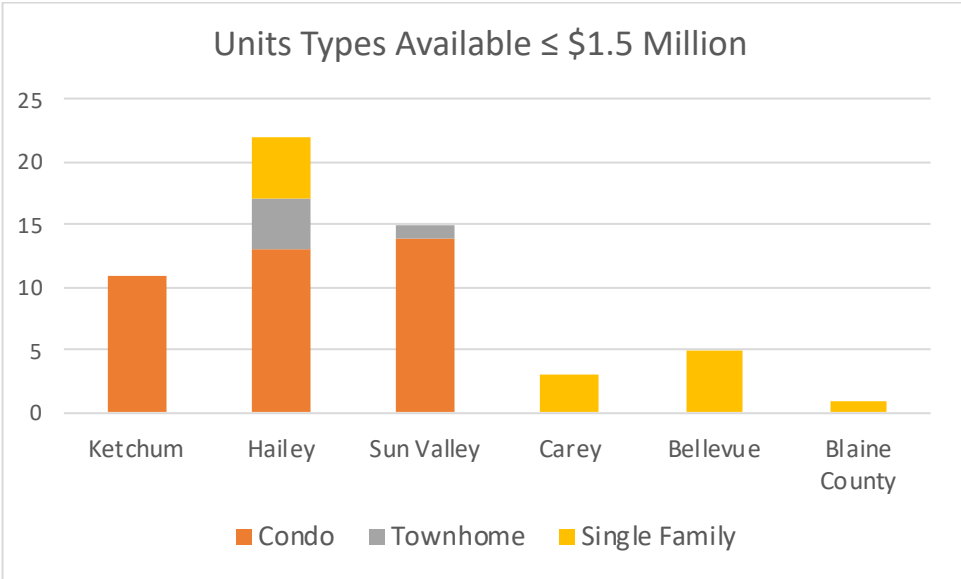
# LOCAL INVENTORY - SUB \$1.5 MILLION

## Ketchum

- + 1 3BR condo

## Rest of County

- +3 SFs in Hailey
- +2 Condos in Sun Valley



\*As of March 22, 2023

# \$1 MILLION PROPERTY EXAMPLE

**\$1M**  
home price

**30%**  
down payment

**6.75%**  
interest rate

**\$4,540**  
monthly payment

does not include taxes, insurance, HOA fees

**\$89,000**  
2023 BLAINE COUNTY  
MEDIAN FAMILY  
INCOME

To be affordable, no more than 30% of income recommended on housing costs.

**\$155,660 - \$181,600**  
annual income needed (30% - 35% range)

**175 - 200%**  
Blaine County median income

# APPRECIATION CAP

## ■ **Protects Public Investment**

- One-time public grant
- Ensure long term affordability + limits price creep
- Buys down unit price for future owners, not just first

## ■ **Tracks with Average Annual Appreciation**

- 3-4% maximum annual appreciation
- Follows an index (CPI is typical)

## ■ **Balance Affordability and Wealth Creation**



# APPENDIX SLIDES

## ■ How is the restriction's value determined?

- Depends on details of restriction and home value
- Typically 10-20% for a “workforce” / “local” restriction

## ■ Option 1: Formula with Maximums

- Example: 15% of the appraised value, not to exceed \$100,000

## ■ Option 2: Evaluation and Negotiation

- Appointed advisory body negotiates with homeowner
- Consider variety of factors: unit type, location, how unit meets goals and needs of community

## Program Eligibility: Deed-Restriction Terms

### ■ Residency and Local Employment

- Resident: Year-round (own or rent)
- Worker: Average 30 hours / week for local business
- Retiree: Provisions for retirement

### ■ Income

- “Locals” programs often have no limit
- Minimum % of household income earned locally
- Category-based limits (Maximum % AMI)

### ■ Assets

- “Locals” programs typically have no limit
- Maximum % of sale price
- Category-based limits

### ■ Other Property

- Some prohibit owning other residential property

## Limits on Appreciation

### ■ Index-Based Formulas

- Inflation (CPI)
- Prime Rate / Interest Rates
- Growth in AMI

### ■ Income-Based (BCHA Method for Income-category Units)

- Based on income needed to pay mortgage, fees, etc. within established income category

### ■ None - Market Establishes Price

- Common in peer “locals” programs
- Restriction has impact on market appreciation



City of Ketchum

**CITY COUNCIL MEETING AGENDA MEMO**

Meeting Date:  Staff Member/Dept:

Agenda Item:

**Recommended Motion:**

There is no recommended motion. Staff will review the presentation and seek general direction from the City Council in preparation for the June 26<sup>th</sup> budget workshop.

**Reasons for Recommendation:**

- Staff will review the attached presentation (draft) which provides a starting point for policy direction in the development of the FY24 budget.
- Staff seeks specific direction regarding revenue estimates for all funds as well as initial feedback on key issues (e.g. housing investments, inflation, employee compensation, etc.) that must be addressed as the draft budget is developed.
- Staff will deliver the draft budget book to the City Council no later than June 20<sup>th</sup>.

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

This session kicks off the multi-step budget development process. The presentation will focus on the revenue forecasts for all funds and high-level overview of proposed expenditures. The goal is to have a draft recommended budget by June 20<sup>th</sup> to allow the Council proper time to review prior to the June 26<sup>th</sup> workshop. During the June 26<sup>th</sup> workshop, staff will review each fund and departments' detailed funding requests to receive feedback on any adjustments. Following the workshop, staff will update the draft budget and publish it in the paper twice in preparation for the July 17<sup>th</sup> public hearing.

**Key policy issues to address:**

- Inflationary costs increase (Idaho Power 14%)
- Employee compensation/benefits
- Establishment of new .5% for Housing budget
- Significant local capital match request from Mountain Rides for federal facility grant
- Lack of dedicated funding source for CIP

**General Fund**

Attached is the detailed revenue and expense five-year forecast. The forecast assumes the following key changes:

- State shared revenues = \$358,325
- Property tax 3% increase = \$196,788
- Planning and Building = \$256,000 over FY23 adopted but \$128,000 less than amended budget

**Capital Improvement Fund**

On May 15<sup>th</sup>, staff presented the updated five-year plan. The vast majority of proposed expenses in FY23 is related to maintenance and repair of existing assets/equipment. Members of the community can now participate in an online survey to provide feedback on the plan. The most significant potential pending changes to the plan include: (1) powerline undergrounding south of town in coordination with ITD and (2) timing of the rebuild of Main Street and associated sidewalks.

**Local Option Tax Fund**

Page 15 of the presentation provides an overview of projected revenue and expenses. FY24 is likely to serve as a transition year between the record revenues, due to COVID visitor numbers, and pre-COVID. Expenses are in line with the current fiscal year with the exception of a significant one-time capital match request from Mountain Rides for a federal facility grant.

**Enterprise Funds**

Staff will be presenting an updated ten-year financial forecast for the Water Fund and associated Capital Improvement Plan. The model demonstrates the need for a modest (5%) rate increase to properly fund operating/capital reserves as well as implement the Capital Improvement Plan.

The Waste Water fund is on solid financial footing with voter approval to issue up to \$14 million in debt. The city is in receipt of the first \$7 million in bonds. Design is currently underway for the first phase of projects and construction is anticipated in FY24. The long-term financial model assumes a 5% rate increase to fund long-term capital needs to avoid issuing debt beyond the voter approved \$14 million amount.

**Sustainability Impact:**

The General Fund budget assumes continued 50% split with Blaine County on the Sustainability Program. The Capital Improvement Plan allocates \$50,000 for sustainability infrastructure investments.

**Financial Impact:**

None OR Adequate funds exist in account:	N/A
--	-----

**Attachments:**

1. Presentation
2. Five-year General Fund financial forecast (two scenarios)
3. Proposed changes to Planning & Building Fees
4. Long-term Water Fund Financial Model
5. Water Fund Capital Improvement Plan



# **FY24 Budget Development Kick-off Session**

June 12, 2023



## Agenda

- FY24 Revenue Forecast & Expense Overview
  - By fund / key trends & issues
    - General Fund
      - Planning Fees
    - Local Option Tax
      - New .5% for Housing
    - Capital Improvement Fund
    - In-lieu Housing Fund
    - Enterprise Funds
- Review Next Steps





FY24 Budget Development  
**Big Picture Issues**

- Inflationary costs: utilities (Idaho Power)
- Employee compensation/benefits
- LOT passing (.5% for Housing) – setting initial priorities
- Local match for Mountain Rides federal grant
- Lack of dedicated funding source for CIP

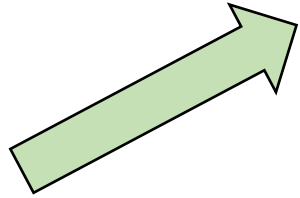


## General Fund



FY24 Budget Development

## Current (FY23) Fiscal Year [8 months]



GENERAL FUND		
REVENUES		
Amended Budget	\$ 14,337,595	
Collected YTD	\$ 9,665,513	<b>52%</b>
Remaining	\$ 4,672,082	<b>48%</b>
EXPENDITURES		
Amended Budget	\$ 14,337,595	
Spent YTD	\$ 8,458,990	<b>69%</b>
Remaining	\$ 5,878,605	<b>31%</b>
NET POSITION	\$ 1,206,523	

Note: Property tax payment will be received in July.



## 2024 Proposed Revenue Forecast

GENERAL FUND – REVENUES			
FY 2021 Audited Actuals	FY 2022 Audited Actuals	FY 2023 Amended	FY 2024 Proposed
\$12,685,892	\$13,496,877	\$14,337,595	\$14,349,694

### Key variance topics:

- Property taxes, 3% adjustment - ↑ + \$ 196,788
- State shared revenues - ↑ + \$ 358,325
- No federal COVID grants - \$ 0
- Under Idaho law, cities can only increase property tax rates by 3% annually
- Almost all new construction valuation goes to the URA.



**Variance – Planning/Building Revenues**

<b>GENERAL FUND – Planning/Building Revenues</b>			
	FY 2023 Adopted	FY 2023 Amended	FY 2024 Proposed
Building Plan Check Fees	\$130,000	\$227,500	\$195,000
Planning Plan Check Fees	\$91,000	\$159,250	\$136,500
Fire Plan Check Fees	\$91,000	\$159,250	\$136,500
Charges for Services	\$200,000	\$350,000	\$300,000
<b>Total</b>	<b>\$512,000</b>	<b>\$896,000</b>	<b>\$768,000</b>

FY23 original budget	\$256,000
FY23 amended budget	(\$128,000)



## Planning Fees

### Background:

- Planning fees have not been wholistically adjusted in more than 7 years
- Current cost recovery is an average of **approximately 47%**

### Goals:

- Achieve an average 75% cost recovery on planning fees
- Simplify fee structure to increase fairness and consistency
- Increase transparency by ensuring all types of permits have an associated fee

### Assumptions:

- Evaluated staff time allocated to each type of permit and hourly rate of employee—contract city attorney and city engineer included
- Includes average postage and legal noticing hard costs
- Reviewed past four years of permit data (numbers and revenue) to determine current cost recovery



## Planning Fees

No change	Reduced	Deleted	New
8	6	8	12

- Approximately 75% cost recovery (average)
- If fees adjusted for FY18, additional \$217k could have been raised over 4 years
  - (average 22% increase in revenue)
- Increased fees could provide a 22% increase in annual planning fee revenue (based on four-year historic permit data)

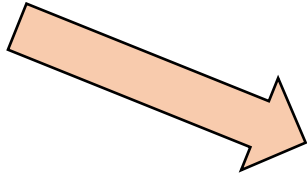
### Options

- Implement new fee schedule as proposed
- Implement new fee schedule over 3-year period – increases could be spread evenly over next 3 fiscal years with reductions occurring in year 3



FY24 Budget Development

**Current Fiscal Year [8 months]**



Local Option Tax			
REVENUES			
Amended Budget	\$	3,637,935	
Collected YTD	\$	2,585,944	<b>71%</b>
<i>Fund Balance Assigned</i>	\$	<i>791,466</i>	
Remaining	\$	1,051,091	<b>29%</b>
EXPENDITURES			
Amended Budget	\$	3,637,935	
Spent YTD	\$	2,319,866	<b>64%</b>
Remaining	\$	1,318,069	<b>36%</b>
NET POSITION	\$	266,078	





## Key Expense Issues

- Operating budget:
  - Utilities (Idaho Power) – 14% increase
- Compensation/benefits – FY23
  - 4% base + 5% one-time compensation
    - To be on par with Blaine Co. & Hailey
    - Funds to adjust pay compression (\$35k)
    - Insurance rate increase (based on calendar year):
      - Budgeted (10%) = \$1,719,710
      - Actual (%) increase = \$1,754,104
    - Plan year '23 = 12%
    - Plan year '22 = 9.5%
    - 5-year avg. = 5.58%



## Key Expense Issues

### Compensation/benefits – FY24

- Employee Engagement Committee Priorities
  - Housing
  - Compensation
  - Benefits
- Initial proposal
  - 5% base + tiered one-time compensation = \$231,706
    - Funds to adjust pay compression (\$50k)
  - Insurance rate increase: Budgeted (10%) = \$349,606



## 5-Year Forecast



Questions?



## Local Option Tax Fund



FY24 Budget Development

## Current (FY23) Fiscal Year [8 months]

Local Option Tax			
REVENUES			
Amended Budget	\$	3,637,935	
Collected YTD	\$	2,585,944	<b>71%</b>
<i>Fund Balance Assigned</i>	\$	791,466	
Remaining	\$	1,051,091	<b>29%</b>
EXPENDITURES			
Amended Budget	\$	3,637,935	
Spent YTD	\$	2,319,866	<b>64%</b>
Remaining	\$	1,318,069	<b>36%</b>
NET POSITION	\$	266,078	



# Original Local Option Tax – FY24 Proposed Revenues & Expenses

LOCAL OPTION TAX – REVENUES			
FY 2021 Actuals	FY 2022 Actuals	FY 2023 Adopted	FY 2024 Proposed
\$3,391,025	\$3,391,025	\$2,400,000	\$2,846,469

3-year average   2017-2019 (pre-Covid years)	\$2,428,172
--	-------------

	FY23	FY24
Mountain Rides	\$769,000 (\$527,000 operations + \$160k CIP match)	\$1,396,000 (\$631,000 operations +165,000 CIP match +\$600,000 grant match)
Other NGOs (total)	\$26,000	\$26,578
Fire & Police – General Fund transfer	\$1,900,000	\$2,000,000



**1% Local Option Tax – FY24 Proposed Revenues & Expenses**

<b>1% LOCAL OPTION TAX – REVENUES</b>			
FY 2021 Audited Actuals	FY 2022 Audited Actuals	FY 2023 Amended	FY 2024 Proposed
2,847,371	3,137,741	\$2,776,247	\$2,582,842

<b>NEW .5% for Housing - begins July (month of sale)</b>		
	FY 2023	FY 2024
Projected for July & August	\$313,203	
Estimated budget		\$1,200,000





Questions?



## Capital Improvement Plan



## CIP – Update

- Presented updated 5-year CIP at May 15 meeting
  - Currently soliciting public feedback via online survey
  - Key issue to resolve:
    - South of town power line undergrounding
      - FY23: \$200-250K
      - FY24: \$800K
      - URA participation pending
    - City project management of Main Street
      - Design costs (timing of reimbursement)
      - Scope of sidewalk improvements



Questions?



## In-Lieu Housing Fund



FY24 Budget Development

## Current Fiscal Year [8 months]

In-Lieu Housing Fund			
REVENUES			
Amended Budget	\$	2,671,256	
Collected YTD	\$	485,331	<b>12%</b>
<i>Fund Balance Assigned</i>	\$	<i>2,366,256</i>	
Remaining	\$	2,185,925	<b>88%</b>
EXPENDITURES			
Amended Budget	\$	2,671,256	
Spent YTD	\$	768,448	<b>3%</b>
Remaining	\$	1,902,808	<b>97%</b>
NET POSITION	\$	(283,117)	



## In-Lieu Housing – FY24 Proposed Revenues & Expenses

In-Lieu Housing – REVENUES			
FY 2021 Audited Actuals	FY 2022 Audited Actuals	FY 2023 Adopted	FY 2024 Proposed
\$2,250,000	\$3,300,000	\$2,822,050	\$2,671,256

Committed to Bluebird	\$ 3,300,000
Payments to date	\$ 1,320,000
Current balance	\$ 2,065,703
Expected new revenues	\$ 969,750
FY23 next Bluebird payment	\$ 1,320,000
FY24 final Bluebird payment	\$ 660,000
Projected ending balance	\$ 1,055,453
WA Street – KURA request	\$ 1,500,000



Questions?





## Enterprise Funds



FY23 Budget Development

## Current Fiscal Year [8 months]

WATER			
REVENUES			
Adopted Budget	\$	2,815,101	
Collected YTD	\$	1,284,124	<b>46%</b>
Remaining	\$	1,530,977	<b>54%</b>
Adopted Budget	\$	2,815,101	
Spent YTD	\$	1,252,178	<b>45%</b>
Remaining	\$	1,562,923	<b>55%</b>
NET POSITION	\$	31,946	



# Recent Actions

- New Rate Structure
  - FY 2023
    - Ketchum previous 4 tier cost structure.
    - Transitioned to Hailey model of 12 rate tiers
- Updated CIP

# Current Primary Objectives

- Fund Financial Sustainability
  - Designated Operational and Capital Reserves
  - Avoid Debt
- Fund implementation of the CIP
- Limit Rate Impacts to Customers



# Wood River Rate Comparisons

- Based on 5,000 gallon usage

	Ketchum	Sun Valley	Hailey	Bellevue
Water Base	\$14.55	\$24.00	\$8.56	\$33.70
Water Useage	\$6.25	\$12.30	\$2.55	
<b>Total</b>	<b>\$20.80</b>	<b>\$36.30</b>	<b>\$11.11</b>	<b>\$33.70</b>

Notes:

- Ketchum: \$1.25 per 1,000 gallons after base charge
- Sun Valley: \$2.46 per 1,000 gallons after base charge
- Hailey: \$0.51 per 1,000 gallons after base charge. In addition, Hailey assesses a **monthly amount of \$3.02 for Bond repayment**
- Bellevue base charge includes the first 6,500 gallons



# Financial Assumptions

- Capital Expenditures
  - Based on Current Year & 5-Year CIP (2023-2028)
  - CIP Expenses for the “Out” Years (2029-2033)
    - Assumed at \$600k annually
- Operating Costs
  - Personnel
    - 4.5% Annual Growth
  - Materials & Services
    - 3.0% Annual Growth
  - Other expenses are assumed flat or are based on known amounts



# CIP FY 2026 - 2028



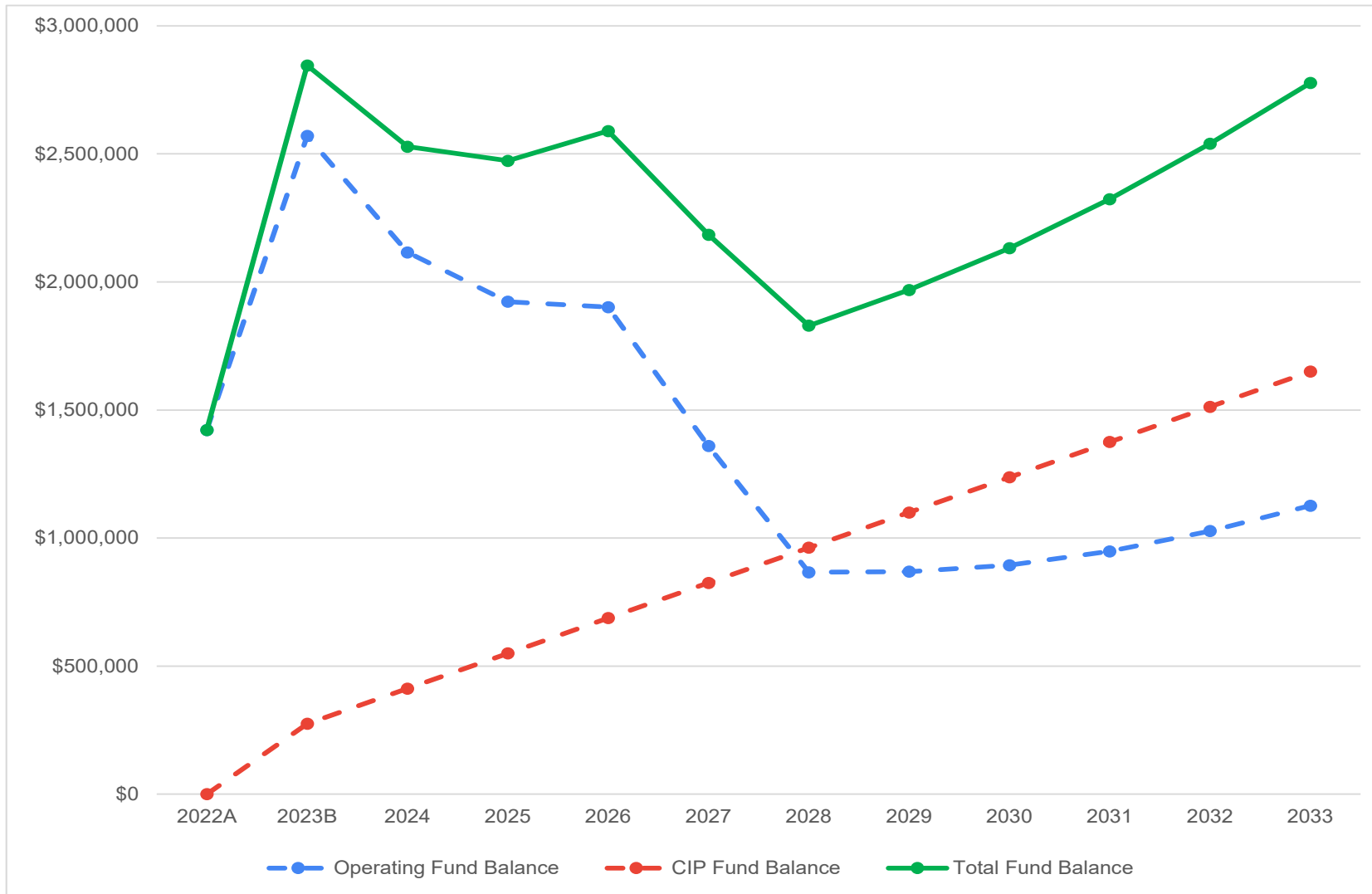
FY 2026				FY2027				FY2028			
Project/ Purchase Item			Cost:	Project/ Purchase Item			Cost:	Project/ Purchase Item			Cost:
Trail Creek Mainline Construction phase 2 IPCO to Well			\$ 380,000.00	Trail Creek Mainline Construction			\$ 380,000.00	Spur Ln. Loop Tie in			\$ 50,000.00
				Trail Creek Well, Re-build			\$ 600,000.00	Saddle/Hwy75 to 10th ML ext.			\$ 312,500.00
								Trail Creek Well, Re-build			\$ 600,000.00
64-4340-7500 Automotive Equipment				64-4340-7500 Automotive Equipment				64-4340-7500 Automotive Equipment			
64-4340-7600 Machinery & Equipment				64-4340-7600 Machinery & Equipment				64-4340-7600 Machinery & Equipment			
64-4340-7650 Water Meters			\$ 50,000.00	64-4340-7650 Water Meters			\$ 50,000.00	64-4340-7650 Water Meters			\$ 50,000.00
64-4340-7653 Water Meter Replacement				64-4340-7653 Water Meter Replacement				64-4340-7653 Water Meter Replacement			
64-4340-7800 Construction			\$ 60,000.00	64-4340-7800 Construction			\$ 60,000.00	64-4340-7800 Construction			\$ 60,000.00
			<b>Total:</b> \$ 490,000.00				<b>Total:</b> \$ 1,090,000.00				<b>Total:</b> \$ 1,072,500.00

# Projected Financial Position (5-Year)



- Based on Current 5-Year CIP – **Fully Funded**
- Assumed Rate Increases
  - 2024: 5%
  - 2025: 5%
  - 2026: 5%
  - 2027: 5%
  - 2028: 5%
  - 2029 - 2033: 3%
- Current Undesignated Fund Balance
  - \$3,248,329 – All Operating
- Projected FY 2028 Undesignated Fund Balance – 2 Designations
  - \$866,590 – Operating
  - \$962,500 – Capital





- Full CIP Plan
- Operating Reserves used thru 2028, replenished in “Out Years”
- Reasonable annual rate increases, match annual cost increases
- Build Capital Reserve

# Discussion



## Wastewater



FY23 Budget Development

## Current Fiscal Year [8 months]

WASTEWATER			
REVENUES			
Amended Budget	\$	6,868,120	
Collected YTD	\$	2,296,874	%
Fund Balance Assigned	\$	1,352,198	
Remaining	\$	4,571,276	<b>66%</b>
Approved Budget	\$	6,868,120	
Spent YTD	\$	4,128,546	<b>60%</b>
Remaining	\$	2,739,573	<b>40%</b>
NET POSITION	\$	( 479,474)	



- Receipt of bond funds (Wastewater CIP) = \$7,000,000
- Unplanned CIP project (ITD/Trail Creek) = \$145,000
- Long-term financial model assumes FY24 5% rate increase



Questions?



## Wrap-up/Next Steps

- Areas we didn't cover? Additional information needed?
- Potential changes to the Budget Book?
- June
  - Continue to refine department expense requests
  - Compensation & benefits
- June 20 – Delivery of draft budget book
- June 26 – Budget workshop (9-Noon)

**City of Ketchum  
General Fund (01)**

**Scenario 1  
5% salaries  
10% Benefits  
Actual Requests**

Revenues	9/30/2023			5-Year Projection Window					
	FY 2023 Budget	3yr Average Actuals	Percentage of Growth	FY 2024 Proposed	FY 2025 Projected	FY 2026 Projected	FY 2027 Projected	FY 2028 Projected	FY 2029 Projected
1 Revenue Source									
2 Unassigned Fund Balance	5,451,871	4,161,238		\$5,673,055	\$5,673,055	\$5,450,792	\$5,228,529	\$4,814,388	\$4,190,799
3 17% restricted by council	(2,124,501)	(2,118,645)		(2,214,457)	(2,490,505)	(2,562,089)	(2,635,757)	(2,711,572)	(2,789,596)
4 Planned use of Fund Balance Contingency	89,956	-		\$451,722	\$417,150	\$429,665	\$442,554	\$455,831	\$469,506
5 Property Tax & Franchise (assumed 3%)	5,507,486	5,102,300	-8%	\$5,704,274	\$5,875,402	\$6,051,664	\$6,233,214	\$6,420,211	\$6,612,817
6 Licenses & Permits	370,750	622,167	40%	\$598,874	\$616,840	\$635,345	\$654,406	\$674,038	\$694,259
7 State Grant	-	275,419	100%	\$0	\$0	\$0	\$0	\$0	\$0
8 State Shared	1,729,694	1,687,386	-3%	\$1,805,957	\$1,842,076	\$1,878,918	\$1,916,496	\$1,954,826	\$1,993,922
9 County Shared	1,307,295	1,247,160	-5%	\$1,589,357	\$1,637,038	\$1,686,149	\$1,736,733	\$1,788,835	\$1,842,500
10 Charges for Services	497,500	964,541	48%	\$729,700	\$751,591	\$774,139	\$797,363	\$821,284	\$845,922
11 Fees & Fines	50,000	58,911	15%	\$139,000	\$143,170	\$147,465	\$151,889	\$156,446	\$161,139
12 Miscellaneous & Transfers	2,944,381	2,504,735	-18%	\$3,268,702	\$3,366,763	\$3,467,766	\$3,571,799	\$3,678,953	\$3,789,321
13 <b>Total Revenue</b>	12,497,062	12,462,619	0%	<b>\$14,287,586</b>	<b>\$14,650,030</b>	<b>\$15,071,110</b>	<b>\$15,504,455</b>	<b>\$15,950,423</b>	<b>\$16,409,388</b>
14									
15 Property Tax Fire GO Levy	\$610,769	\$610,769		\$611,269	\$612,769	\$613,269	\$613,269	\$613,269	\$613,269
16 <b>Total Debt Service</b>	\$610,769	\$610,769		\$611,269	\$612,769	\$613,269	\$613,269	\$613,269	\$613,269
<b>Expenses</b>									
17 Expenditure Type									
18 Personnel	\$4,217,724	\$3,704,795	-14%	\$4,930,173	\$5,078,078	\$5,230,421	\$5,387,333	\$5,548,953	\$5,715,422
19 Benefits	\$2,950,809	\$2,343,918	-26%	\$3,361,129	\$3,596,408	\$3,848,157	\$4,117,528	\$4,405,755	\$4,714,158
20 Materials & Services	\$358,374	\$267,333	-34%	\$363,324	\$374,224	\$385,450	\$397,014	\$408,924	\$421,192
21 Professional Service	\$3,170,392	\$2,747,312	-15%	\$3,629,570	\$3,738,457	\$3,850,610	\$3,966,129	\$4,085,112	\$4,207,666
22 Utilities	\$627,746	\$564,288	-11%	\$721,158	\$764,427	\$810,293	\$858,911	\$910,445	\$965,072
23 Repair & Maintenance	\$651,988	\$669,552	3%	\$735,802	\$757,876	\$780,612	\$804,031	\$828,152	\$852,996
24 Other	\$60,930	\$32,939	-85%	\$71,430	\$73,573	\$75,780	\$78,053	\$80,395	\$82,807
25 Transfers	\$70,000	\$1,134,036	94%	\$70,000	\$72,100	\$74,263	\$76,491	\$78,786	\$81,149
26 Contingency	\$405,000	\$181,101	-124%	\$405,000	\$417,150	\$429,665	\$442,554	\$455,831	\$469,506
27 <b>Total Operating Expenses</b>	<b>\$12,512,962</b>	<b>\$11,645,273</b>	-7%	<b>\$14,287,586</b>	<b>\$14,872,293</b>	<b>\$15,485,251</b>	<b>\$16,128,044</b>	<b>\$16,802,354</b>	<b>\$17,509,968</b>
28									
29 <b>Net Operating Income</b>	<b>-\$15,900</b>	<b>\$817,345</b>		<b>\$0</b>	<b>-\$222,263</b>	<b>-\$414,141</b>	<b>-\$623,589</b>	<b>-\$851,930</b>	<b>-\$1,100,580</b>
30									
31 Fire Bond 2020	\$610,769	\$610,769		\$611,269	\$612,769	\$613,269	\$613,269	\$613,269	\$613,269
32 <b>Total Debt Service</b>	\$610,769	\$610,769		\$611,269	\$612,769	\$613,269	\$613,269	\$613,269	\$613,269
33 <b>Total Op Ex + Debt</b>	<b>\$13,123,731</b>	<b>\$12,256,042</b>	-7%	<b>\$14,898,855</b>	<b>\$15,485,062</b>	<b>\$16,098,520</b>	<b>\$16,741,313</b>	<b>\$17,415,623</b>	<b>\$18,123,237</b>
34									
35 <b>Net Cash after Debt and Operations</b>	<b>-\$15,900</b>	<b>\$817,345</b>		<b>\$0</b>	<b>-\$222,263</b>	<b>-\$414,141</b>	<b>-\$623,589</b>	<b>-\$851,930</b>	<b>-\$1,100,580</b>
36									
37 <b>Ending Fund Balance</b>	<b>\$5,435,970</b>	<b>\$4,978,583</b>	-9%	<b>\$5,673,055</b>	<b>\$5,450,792</b>	<b>\$5,036,651</b>	<b>\$4,604,939</b>	<b>\$3,962,457</b>	<b>\$3,090,218</b>
38									
39 <b>Senario#1</b>									
40 <b>Salaries 5% increase</b>	\$231,706								
41 <b>Benefits 10% Increase</b>	\$349,606								
42 <b>Professional Services 13% increase</b>	\$459,178								



**City of Ketchum  
General Fund (01)**

**Scenario 2  
3% salaries  
50k Market, Bonus from FY23  
10% Benefits  
50% Actual Requests**

Revenues	9/30/2023			5-Year Projection Window					
	FY 2023 Budget	3yr Average Actuals	Percentage of Growth	FY 2024 Proposed	FY 2025 Projected	FY 2026 Projected	FY 2027 Projected	FY 2028 Projected	FY 2029 Projected
1 Revenue Source									
2 Unassigned Fund Balance	5,451,871	4,161,238		\$5,673,055	\$6,126,839	\$6,744,547	\$7,362,256	\$7,813,286	\$8,080,822
3 17% restricted by council	(2,124,501)	(2,118,645)		(2,214,457)	(2,474,746)	(2,545,857)	(2,619,039)	(2,694,352)	(2,771,859)
4 Planned use of Fund Balance Contingency	89,956	-		\$0	\$324,450	\$334,184	\$344,209	\$354,535	\$365,171
5 Property Tax & Franchise (assumed 3%)	5,507,486	5,102,300	-8%	\$5,704,274	\$5,875,402	\$6,051,664	\$6,233,214	\$6,420,211	\$6,612,817
6 Licenses & Permits	370,750	622,167	40%	\$598,874	\$616,840	\$635,345	\$654,406	\$674,038	\$694,259
7 State Grant	-	275,419	100%	\$0	\$0	\$0	\$0	\$0	\$0
8 State Shared	1,729,694	1,687,386	-3%	\$1,805,957	\$1,842,076	\$1,878,918	\$1,916,496	\$1,954,826	\$1,993,922
9 County Shared	1,307,295	1,247,160	-5%	\$1,589,357	\$1,637,038	\$1,686,149	\$1,736,733	\$1,788,835	\$1,842,500
10 Charges for Services	497,500	964,541	48%	\$729,700	\$751,591	\$774,139	\$797,363	\$821,284	\$845,922
11 Fees & Fines	50,000	58,911	15%	\$139,000	\$143,170	\$147,465	\$151,889	\$156,446	\$161,139
12 Miscellaneous & Transfers	2,944,381	2,504,735	-18%	\$3,268,702	\$3,366,763	\$3,467,766	\$3,571,799	\$3,678,953	\$3,789,321
13 <b>Total Revenue</b>	12,497,062	12,462,619	0%	<b>\$13,835,864</b>	<b>\$14,557,330</b>	<b>\$14,975,629</b>	<b>\$15,406,109</b>	<b>\$15,849,128</b>	<b>\$16,305,053</b>
14									
15 Property Tax Fire GO Levy	\$610,769	\$610,769		\$611,269	\$612,769	\$613,269	\$613,269	\$613,269	\$613,269
16 <b>Total Debt Service</b>	\$610,769	\$610,769		\$611,269	\$612,769	\$613,269	\$613,269	\$613,269	\$613,269
<b>Expenses</b>									
17 Expenditure Type									
18 Personnel	\$4,217,724	\$3,704,795	-14%	\$4,344,256	\$4,474,583	\$4,608,821	\$4,747,086	\$4,889,498	\$5,036,183
19 Benefits	\$2,950,809	\$2,343,918	-26%	\$3,361,129	\$3,596,408	\$3,848,157	\$4,117,528	\$4,405,755	\$4,714,158
20 Materials & Services	\$358,374	\$267,333	-34%	\$363,324	\$374,224	\$385,450	\$397,014	\$408,924	\$421,192
21 Professional Service	\$3,170,392	\$2,747,312	-15%	\$3,399,981	\$3,501,980	\$3,607,039	\$3,715,250	\$3,826,708	\$3,941,509
22 Utilities	\$627,746	\$564,288	-11%	\$721,158	\$764,427	\$810,293	\$858,911	\$910,445	\$965,072
23 Repair & Maintenance	\$651,988	\$669,552	3%	\$735,802	\$757,876	\$780,612	\$804,031	\$828,152	\$852,996
24 Other	\$60,930	\$32,939	-85%	\$71,430	\$73,573	\$75,780	\$78,053	\$80,395	\$82,807
25 Transfers	\$70,000	\$1,134,036	94%	\$70,000	\$72,100	\$74,263	\$76,491	\$78,786	\$81,149
26 Contingency	\$405,000	\$181,101	-124%	\$315,000	\$324,450	\$334,184	\$344,209	\$354,535	\$365,171
27 <b>Total Operating Expenses</b>	<b>\$12,512,962</b>	<b>\$11,645,273</b>	-7%	<b>\$13,382,080</b>	<b>\$13,939,622</b>	<b>\$14,524,600</b>	<b>\$15,138,573</b>	<b>\$15,783,198</b>	<b>\$16,460,238</b>
28									
29 <b>Net Operating Income</b>	<b>-\$15,900</b>	<b>\$817,345</b>		<b>\$453,784</b>	<b>\$617,708</b>	<b>\$451,030</b>	<b>\$267,536</b>	<b>\$65,929</b>	<b>-\$155,185</b>
30									
31 Fire Bond 2020	\$610,769	\$610,769		\$611,269	\$612,769	\$613,269	\$613,269	\$613,269	\$613,269
32 <b>Total Debt Service</b>	\$610,769	\$610,769		\$611,269	\$612,769	\$613,269	\$613,269	\$613,269	\$613,269
33 <b>Total Op Ex + Debt</b>	<b>\$13,123,731</b>	<b>\$12,256,042</b>	-7%	<b>\$13,993,349</b>	<b>\$14,552,391</b>	<b>\$15,137,869</b>	<b>\$15,751,842</b>	<b>\$16,396,467</b>	<b>\$17,073,507</b>
34									
35 <b>Net Cash after Debt and Operations</b>	<b>-\$15,900</b>	<b>\$817,345</b>		<b>\$453,784</b>	<b>\$617,708</b>	<b>\$451,030</b>	<b>\$267,536</b>	<b>\$65,929</b>	<b>-\$155,185</b>
36									
37 <b>Ending Fund Balance</b>	<b>\$5,435,970</b>	<b>\$4,978,583</b>	-9%	<b>\$6,126,839</b>	<b>\$6,744,547</b>	<b>\$7,195,577</b>	<b>\$7,629,792</b>	<b>\$7,879,215</b>	<b>\$7,925,637</b>
38									
39 <b>Senario#2</b>									
40 <b>Salaries 3% increase</b>	<b>\$231,706</b>								
41 <b>Benefits 10% Inceacre</b>	<b>\$349,606</b>								
42 <b>Professional Services 5.5% increase</b>	<b>\$229,589</b>								

DEPARTMENT	PERMIT CATEGORY	FEE TITLE FY 23	FEE TITLE FY 24	FY 23 FEE	PROPOSED FY 24 FEE	% CHANGE	NOTES
Planning and Building	Design Review	Pre-application	Pre-Application Design Review	\$ 1,100.00	\$ 3,300	200%	
		Single Family Residential Design Review	Mountain Overlay Design Review	\$ 1,400.00	\$ 4,800	243%	
Planning and Building	Design Review	Multi-Family Residential Design Review	Final Design Review	\$1,800.00/first unit, \$350.00 each additional	\$ 3,900	11%	Approximate % Change based on historic annual revenue
Planning and Building	Design Review	<del>Non-residential and Mixed Use Design Review</del>		<del>\$1,525.00 plus \$100.00 per 1,000 gross sq. ft.</del>			Delete
		<del>Accessory Dwelling Unit Design Review</del>		<del>\$ 450.00</del>			Delete
Planning and Building	Design Review	Minor Modification Design Review - Administrative	Administrative Design Review	\$ 250.00	\$ 500	100%	
Planning and Building	Design Review		Administrative Design Review - in Mountain Overlay and/or Avalance Overlay		\$ 1,500		New
Planning and Building	Design Review	Hotel Pre-Application		\$ 0.10/sq. ft.	\$ 7,000	-60%	Convert to Flat Fee - Approximate % Change based on historic annual revenue
Planning and Building	Design Review	Hotel Design Review (not phased)	Hotel Design Review	\$ 0.32/sq. ft.	\$ 9,000	-60%	Convert to Flat Fee - Approximate % Change based on historic annual revenue
				<del>2 Phase = 1: \$0.16/sq. ft. 2: \$0.16/sq. ft. 3 Phase = 1: \$0.11/sq. ft. 2: \$0.11/sq. ft. 3: \$0.10/sq. ft.</del>			Delete
Planning and Building	Design Review		Request to Alter or Demolish a Historic Structure		\$ 1,800		New
Planning and Building	Subdivision	Land Subdivision: Preliminary Plat	Land Subdivision: Preliminary Plat	1300 per lot	\$ 2,900	-32%	Convert to Flat Fee - Approximate % Change based on historic annual revenue
Planning and Building	Subdivision	Condo/Townhome Subdivision: Preliminary Plat	Condo/Townhome Subdivision: Preliminary Plat	525 per unit	\$ 3,300	-19%	Convert to Flat Fee - Approximate % Change based on historic annual revenue
Planning and Building	Subdivision	Subdivision: Final Plat	Land Subdivision: Final Plat	375 per lot or unit	\$ 2,000	166%	Convert to Flat Fee - Approximate % Change based on historic annual revenue
Planning and Building	Subdivision		Condo/Townhome Subdivision: Final Plat		\$ 2,000	166%	New
Planning and Building	Subdivision	PUD	Planned Unit Development (PUD)	\$4,300.00 first 4 units/lots \$1,500.00 each additional	\$ 12,500		Convert to Flat Fee - no historic annual revenue data
Planning and Building	Subdivision		Planned Unit Development (PUD)- Minor Amendment		\$ 4,500		New
			Planned Unit Development (PUD)- Major Amendment		\$ 9,000		New
Planning and Building	Subdivision	Hotel PUD	Hotel Planned Unit Development (PUD)	\$0.48/sq. ft.	\$ 12,500	-81%	Convert to Flat Fee - Approximate % Change based on historic annual revenue
Planning and Building	Subdivision	Lot Line Shift	Readjustment of Lot Lines (Lot Line Shift)	\$475.00 per altered lot	\$ 1,700	112%	Convert to Flat Fee - Approximate % Change based on historic annual revenue
Planning and Building	Subdivision	Vacation	Vacation	\$ 1,615.00	\$ 5,500	241%	
Planning and Building	Floodplain	Streambank Alteration	Streambank Alteration	\$ 500	\$ 5,700	1040%	plus consultant review fees
Planning and Building	Floodplain	Emergency Streambank Alteration Permit	Emergency Streambank Alteration Permit	\$ 250	\$ 1,500	500%	permit fee, applicable consultant review expenses, and \$1,000.00 refundable deposit to be refunded upon approval of follow-up Streambank Alteration Permit
			Emergency Flood Protection Permit		\$ -		New
Planning and Building	Floodplain	Single Family Residential Floodplain Permit	Floodplain Development Permit - Residential	\$ 1,400.00	\$ 2,700	93%	
Planning and Building	Floodplain	<del>Multi-Family Residential Floodplain Permit</del>		<del>\$1,800.00/first unit, \$350.00 each additional</del>			Delete
Planning and Building	Floodplain	Subdivision in Floodplain	Floodplain Development Permit - Subdivision	\$ 350	\$ 6,300	1700%	plus applicable consultant review expenses
Planning and Building	Floodplain	Non-residential and Mixed Use Floodplain Permit	Floodplain Development Permit - Non-residential and Mixed Use	\$1,525.00 plus \$100.00 per 1,000 gross sq. ft.	\$ 4,800		Convert to Flat Fee - no historic annual revenue data
Planning and Building	Floodplain	Minor Project Floodplain Permit - interior remodel, new structures/additions entirely outside of floodplain, substantial landscape/riparian alteration (including removal of five or more riparian trees)	Floodplain Development Permit - interior remodel, new structures/additions entirely outside of floodplain	\$ 250.00	\$ 1,800	620%	
Planning and Building	Floodplain	Minor Riparian Alteration – removal of hazard trees (up to four trees), minor maintenance of riparian trees and vegetation	Minor Riparian Alteration – removal of hazard trees (up to four trees), minor maintenance of riparian trees and vegetation	\$ 125.00	\$ 350	180%	

Planning and Building	Floodplain		Major Riparian Alteration – Application applies to vegetation within 25 feet of mean high water mark. This application covers the removal of more than four (4) trees or major maintenance of riparian trees and vegetation.		\$ 700		New
Planning and Building	Other Permits	Administrative Use Permit	Administrative Use Permit	\$ 250.00	\$ 500	100%	
Planning and Building	Other Permits	Sign	Sign Permit	\$ 125.00	\$ 250	100%	
Planning and Building	Other Permits	Fence	Fence Permit	\$ 100.00	\$ 150	50%	
Planning and Building	Other Permits	Conditional Uses (except Day Care Facilities)	Conditional Use Permit	\$ 1,100.00	\$ 3,200	191%	
Planning and Building	Other Permits	Day Care facility	Conditional Use Permit - Daycare Businesses	\$ 300.00	\$ 300	0%	
Planning and Building	Other Permits		Conditional Use Permit Amendment		\$ 2,200		New
	Other Permits	Variance	Variance	\$ 1,100.00	\$ 2,300	109%	
	Other Permits	Appeals	Appeals	\$ 2,175	\$ 5,000	130%	plus cost of transcript if required
	Other Permits	Off-Site Vendor	Off-Site Vendor - New	\$ 750	\$ 1,100	47%	Current fee is separated into \$525.00 (seasonal), \$750.00 (annual). An additional \$150.00 per month facility fee for vendors with no on-site public restroom. Proposed fee would shift to one rate for all off-site vendors and remove \$150 per month fee.
			Off-Site Vendor - Renewal		\$ 750		New
	Other Permits	Grading	Grading	\$ 125.00	\$ 850	580%	
	Other Permits	WCF Master Plan/WCF Permit/Staff approval	Wireless Communications Facility Master Plan	\$ 525	\$ 3,200	510%	Requires pre-app and conditional use permit
	Other Permits		Wireless Communications Facility Permit	225	\$ 800	256%	Administrative
	Other Permits	Snow Storage Permit – Neighborhood	Off-site Commerical/Neighborhood Snow Storage Permit - Administrative	\$ 75.00	\$ 500	567%	
	Other Permits	<del>Snow Storage Permit – Commercial</del>		<del>125.00</del>			Delete
	Other Permits	<del>Snow Storage Permit – Conditional Use Permit</del>		<del>250.00</del>			Delete
	Other Permits		Listing a Historic Structure/Site		\$ 2,200		New
	Other Permits	Development Agreement-Rezone	Development Agreement-Rezone	\$ 2,900	\$ 10,000	245%	
	Other Permits	Development Agreement (Non-Rezone)	Development Agreement - Non-Rezone	\$ 1,900	\$ 5,000	163%	
	Other Permits	Amendment to Development Agreement	Development Agreement Amendment - Minor	\$ 1,900	\$ 3,000	58%	
			Development Agreement Amendment - Major		\$ 5,000		New
	Other Permits	Residential Annexation	Residential Annexation	\$ 5,688	\$ 5,688	0%	No proposed change as fee was adjusted in 2022
	Other Permits	Commercial Annexation	Commercial Annexation	\$ 12,655	\$ 12,655	0%	No proposed change as fee was adjusted in 2022
	Other Permits		Mixed-Use Annexation (residential & commercial)		\$ 12,655		New
	Amendments	Comprehensive Plan Change	Comprehensive Plan Amendment	\$ 1,925	\$ 7,000	264%	
	Amendments	Zoning Code Revisions	Zoning/Subdivision Text Amendment	\$ 1,925	\$ 9,500	394%	
	Amendments	Zone Change Request	Zone Change Request	\$ 1,925	\$ 6,000	212%	
	Misc	Consultant Review Fee	Consultant Review Fee	100% of actual costs incurred by City	100% of actual costs incurred by City	0%	
	Misc	Community Housing In-lieu Fee	Community Housing In-lieu Fee	\$ 450	450.00	0%	Cost per square foot, fee to be updated by Housing Department Summer 2023
	Building	Revisions to Building Permit Plans - Review without a Design Review Permit	Building Permit Modification - Minor*	250	500	100%	
	Building	Revisions to Building Permit Plans - Review with a Design Review Permit	Building Permit Modification - Major*	450	1500	233%	
	Building	Plan Check Fee	Plan Check Fee - Building	70% of permit fee	65% of permit fee	0%	Text correction - percentages were transposed in most recent fee resolution
	Building	P&Z Plan Check Fee	Plan Check Fee - Planning	65% of Permit Fee	70% of building plan check fee	0%	Text correction - percentages were transposed in most recent fee resolution
	Building	Fire Department Plan Check Fee	Plan Check Fee - Fire	Same as P&Z Plan Check Fee	70% of building plan check fee	0%	Text correction - percentages were transposed in most recent fee resolution
	Building	Demolition Fee	Demolition Fee	150	750	400%	
	Building	Administrative Review Fee		190			Delete

	Building	Additional Plan Review Required by Changes, Additions, or Revisions to Plans (minimum charge - one half hour) - Building Permit Only not Design Review	Hourly Rate for Review of Changes, Additions or Revisions to Plans	250	100	-60%	
	Building	<del>Additional Plan Review Required by Changes, Additions, or Revisions to Plans (minimum charge - one half hour) - Building Permit and Design Review</del>		450			Delete
Public Works		Right of Way Encroachment Permit	Right of Way Encroachment Permit	\$ 150.00	475.00	217%	

**City of Ketchum**  
**Water Fund Financial Forecast (Operating Fund 63)**

100% CIP

Version 5/16/2023

**Revenues**

Revenue Source	FY 2022 Actual	FY 2023 Budget	10-Year Projection Window									
			FY 2024 Projected	FY 2025 Projected	FY 2026 Projected	FY 2027 Projected	FY 2028 Projected	FY 2029 Projected	FY 2030 Projected	FY 2031 Projected	FY 2032 Projected	FY 2033 Projected
Undesigned Fund Balance		\$3,248,329	\$2,569,996	\$2,115,485	\$1,922,684	\$1,901,828	\$1,359,193	\$866,590	\$868,756	\$894,068	\$948,377	\$1,027,260
63-3400-6100 Water Charges	\$2,107,641	\$2,357,768	\$2,475,656	\$2,599,439	\$2,729,411	\$2,865,882	\$3,009,176	\$3,099,451	\$3,192,435	\$3,288,208	\$3,386,854	\$3,488,460
63-3400-6600 WA Connect Fee/Fireline/Meter	\$21,289	\$23,000	\$23,000	\$23,000	\$23,000	\$23,000	\$23,000	\$23,000	\$23,000	\$23,000	\$23,000	\$23,000
63-3700-1000 Interest Earnings	\$12,435	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
63-3700-3600 Refunds & Reimbursements	\$33,231	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
63-3700-4000 Sale of Fixed Assets	-\$3,434	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
63-3700-5000 Amortized Bond Premium	\$2,119	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
63-3700-7000 Misc. Revenue	\$1,210	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
Reimbursement from Wastewater	\$0	\$0										
<b>Total</b>	<b>\$2,174,491</b>	<b>\$2,393,268</b>	<b>\$2,511,156</b>	<b>\$2,634,939</b>	<b>\$2,764,911</b>	<b>\$2,901,382</b>	<b>\$3,044,676</b>	<b>\$3,134,951</b>	<b>\$3,227,935</b>	<b>\$3,323,708</b>	<b>\$3,422,354</b>	<b>\$3,523,960</b>

**Expenses**

Expenditure Type	FY 2022 Budget	FY 2023 Budget	FY 2024 Projected	FY 2025 Projected	FY 2026 Projected	FY 2027 Projected	FY 2028 Projected	FY 2029 Projected	FY 2030 Projected	FY 2031 Projected	FY 2032 Projected	FY 2033 Projected
Materials & Services	\$551,582	\$721,193	\$742,829	\$765,114	\$788,067	\$811,709	\$836,060	\$861,142	\$886,976	\$913,586	\$940,993	\$969,223
Depreciation Expense	\$269,689	\$275,000	\$275,000	\$275,000	\$275,000	\$275,000	\$275,000	\$275,000	\$275,000	\$275,000	\$275,000	\$275,000
Reimbursements (Indirect to GF)	\$293,934	\$233,365	\$233,365	\$233,365	\$233,365	\$233,365	\$233,365	\$233,365	\$233,365	\$233,365	\$233,365	\$233,365
Contingency		\$18,000										
<b>Total Operating Expenses</b>	<b>\$1,596,623</b>	<b>\$1,954,857</b>	<b>\$2,009,131</b>	<b>\$2,065,523</b>	<b>\$2,124,118</b>	<b>\$2,185,006</b>	<b>\$2,248,279</b>	<b>\$2,314,035</b>	<b>\$2,382,373</b>	<b>\$2,453,398</b>	<b>\$2,527,221</b>	<b>\$2,603,955</b>
<b>Net Operating Income</b>	<b>\$577,868</b>	<b>\$438,411</b>	<b>\$502,025</b>	<b>\$569,416</b>	<b>\$640,793</b>	<b>\$716,375</b>	<b>\$796,396</b>	<b>\$820,916</b>	<b>\$845,562</b>	<b>\$870,309</b>	<b>\$895,133</b>	<b>\$920,005</b>
Existing Debt Service	\$307,087	\$307,744	\$309,037	\$309,717	\$309,149	\$306,510	\$354,000	\$356,250	\$357,750	\$353,500	\$353,750	\$358,250
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Debt Service</b>	<b>\$307,087</b>	<b>\$307,744</b>	<b>\$309,037</b>	<b>\$309,717</b>	<b>\$309,149</b>	<b>\$306,510</b>	<b>\$354,000</b>	<b>\$356,250</b>	<b>\$357,750</b>	<b>\$353,500</b>	<b>\$353,750</b>	<b>\$358,250</b>
<b>Total Op Ex + Debt</b>	<b>\$1,903,710</b>	<b>\$2,262,601</b>	<b>\$2,318,168</b>	<b>\$2,375,240</b>	<b>\$2,433,267</b>	<b>\$2,491,516</b>	<b>\$2,602,279</b>	<b>\$2,670,285</b>	<b>\$2,740,123</b>	<b>\$2,806,898</b>	<b>\$2,880,971</b>	<b>\$2,962,205</b>
<b>Net Cash after Debt and Operations</b>	<b>\$270,781</b>	<b>\$130,667</b>	<b>\$192,988</b>	<b>\$259,699</b>	<b>\$331,644</b>	<b>\$409,865</b>	<b>\$442,396</b>	<b>\$464,666</b>	<b>\$487,812</b>	<b>\$516,809</b>	<b>\$541,383</b>	<b>\$561,755</b>
<b>Transfers to CIP Fund</b>	<b>\$461,000</b>	<b>\$809,000</b>	<b>\$647,500</b>	<b>\$452,500</b>	<b>\$352,500</b>	<b>\$952,500</b>	<b>\$935,000</b>	<b>\$462,500</b>	<b>\$462,500</b>	<b>\$462,500</b>	<b>\$462,500</b>	<b>\$462,500</b>
<b>Ending Cash Balance</b>		<b>\$2,569,996</b>	<b>\$2,115,485</b>	<b>\$1,922,684</b>	<b>\$1,901,828</b>	<b>\$1,359,193</b>	<b>\$866,590</b>	<b>\$868,756</b>	<b>\$894,068</b>	<b>\$948,377</b>	<b>\$1,027,260</b>	<b>\$1,126,514</b>

**CIP Funding**

CIP Carry Forward	\$0	\$0	\$275,000	\$412,500	\$550,000	\$687,500	\$825,000	\$962,500	\$1,100,000	\$1,237,500	\$1,375,000	\$1,512,500
Bond Proceeds Deposit	\$	-			\$	-						
Portion Funded with Bond Proceeds	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CIP Funding (Add Back Depreciation)		\$275,000	\$275,000	\$275,000	\$275,000	\$275,000	\$275,000	\$275,000	\$275,000	\$275,000	\$275,000	\$275,000
Transfers In From Fund Balance	\$461,000	\$809,000	\$647,500	\$452,500	\$352,500	\$952,500	\$935,000	\$462,500	\$462,500	\$462,500	\$462,500	\$462,500
<b>Total Sources of Funds for CIP</b>	<b>\$461,000</b>	<b>\$1,084,000</b>	<b>\$922,500</b>	<b>\$727,500</b>	<b>\$627,500</b>	<b>\$1,227,500</b>	<b>\$1,210,000</b>	<b>\$737,500</b>	<b>\$737,500</b>	<b>\$737,500</b>	<b>\$737,500</b>	<b>\$737,500</b>
CIP Annual Outflows	\$461,000	\$809,000	\$785,000	\$590,000	\$490,000	\$1,090,000	\$1,072,500	\$600,000	\$600,000	\$600,000	\$600,000	\$600,000
Change in CIP Fund	\$0	\$275,000	\$137,500	\$137,500	\$137,500	\$137,500	\$137,500	\$137,500	\$137,500	\$137,500	\$137,500	\$137,500
<b>CIP Fund Balance</b>	<b>\$0</b>	<b>\$275,000</b>	<b>\$412,500</b>	<b>\$550,000</b>	<b>\$687,500</b>	<b>\$825,000</b>	<b>\$962,500</b>	<b>\$1,100,000</b>	<b>\$1,237,500</b>	<b>\$1,375,000</b>	<b>\$1,512,500</b>	<b>\$1,650,000</b>

Remaining Bond Proceeds \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0

**Metrics**

Days Cash on Hand	0	480	384	340	327	227	141	137	137	141	148	158
Coverage (Minimum Target 1.25x) <sup>(1)</sup>	2.76x	2.32x	2.51x	2.73x	2.96x	3.23x	3.03x	3.08x	3.13x	3.24x	3.31x	3.34x

Total Fund Balance (Op & Cap)	\$0	\$2,844,996	\$2,527,985	\$2,472,684	\$2,589,328	\$2,184,193	\$1,829,090	\$1,968,756	\$2,131,568	\$2,323,377	\$2,539,760	\$2,776,514
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Final Bond Payment in 2034: \$246,750

**Capital Improvement Plan - Water**

FY 2023				FY 2024				FY 2025			
Project/ Purchase Item			Cost:	Project/ Purchase Item			Cost:	Project/ Purchase Item			Cost:
Atkinsons Park/Parkway ML Ext. (Possibly done in FY 21-22)			\$ 19,000.00	NW Well backup Gen. Carry over			\$ 200,000.00	New Weyyakin mainline ext.			\$ 375,000.00
NW Well backup Generator- Possible transfer from 2021/22 budget			\$ 200,000.00	Reinheimer West mainline ext.			\$ 240,000.00	Neils Way to Glade Court mainline ext			\$ 75,000.00
New 908 Loader w/blower and forks: Quote \$135,849.32 + 10% Infla			\$ 150,000.00	Reinheimer East mainline ext.			\$ 165,000.00	Trail Creek Bridge Hwy 75/hang h2O			\$ 50,000.00
New 1/2 ton work truck			\$ 30,000.00	New Vac trailer system			\$ 40,000.00				
				New work truck			\$ 50,000.00				
64-4340-7500 Automotive Equipment				64-4340-7500 Automotive Equipment				64-4340-7500 Automotive Equipment			
64-4340-7600 Machinery & Equipment				64-4340-7600 Machinery & Equipmen				64-4340-7600 Machinery & Equipmen			
64-4340-7650 Water Meters			\$ 50,000.00	64-4340-7650 Water Meters			\$ 30,000.00	64-4340-7650 Water Meters			\$ 30,000.00
64-4340-7653 Water Meter Replacement			\$ 50,000.00	64-4340-7653 Water Meter Replaceme			\$ -	64-4340-7653 Water Meter Replaceme			
64-4340-7800 Construction			\$ 60,000.00	64-4340-7800 Construction			\$ 60,000.00	64-4340-7800 Construction			\$ 60,000.00
Total:			\$ 559,000.00	Total:			\$ 785,000.00	Total:			\$ 590,000.00

FY 2026				FY2027				FY2028			
Project/ Purchase Item			Cost:	Project/ Purchase Item			Cost:	Project/ Purchase Item			Cost:
				Trail Creek Mainline Construction			\$ 380,000.00	Spur Ln. Loop Tie in			\$ 50,000.00
Trail Creek Mainline Construction phase 2 IPCO to Well			\$ 380,000.00	Trail Creek Well, Re-build			\$ 600,000.00	Saddle/Hwy75 to 10th ML ext.			\$ 312,500.00
								Trail Creek Well, Re-build			\$ 600,000.00
64-4340-7500 Automotive Equipment				64-4340-7500 Automotive Equipment				64-4340-7500 Automotive Equipment			
64-4340-7600 Machinery & Equipment				64-4340-7600 Machinery & Equipmen				64-4340-7600 Machinery & Equipmen			
64-4340-7650 Water Meters			\$ 50,000.00	64-4340-7650 Water Meters			\$ 50,000.00	64-4340-7650 Water Meters			\$ 50,000.00
64-4340-7653 Water Meter Replacement				64-4340-7653 Water Meter Replaceme				64-4340-7653 Water Meter Replaceme			
64-4340-7800 Construction			\$ 60,000.00	64-4340-7800 Construction			\$ 60,000.00	64-4340-7800 Construction			\$ 60,000.00
Total:			\$ 490,000.00	Total:			\$ 1,090,000.00	Total:			\$ 1,072,500.00