



CITY OF KETCHUM, IDAHO REGULAR CITY COUNCIL MEETING

Monday, August 6, 2018, 5:30 p.m.

480 East Avenue, North, Ketchum, Idaho

AGENDA

1. CALL TO ORDER: By Mayor Neil Bradshaw
2. ROLL CALL
3. COMMUNICATIONS FROM MAYOR AND COUNCILORS
4. COMMUNICATIONS FROM THE PUBLIC on matters not on the agenda (Comments will be kept to 3 minutes)
5. CONSENT AGENDA: Note: **(ALL ACTION ITEMS)** The Council is asked to approve the following listed items by a single vote, except for any items that a Councilmember asks to be removed from the Consent Agenda and considered separately.
 - a. Approval of Minutes: Regular Meeting July 16, 2018
 - b. Authorization and approval of the payroll register
 - c. Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills in the total sum of \$1,110,814.16 as presented by the Treasurer.
 - d. Recommend approval of Beer, Wine & Alcohol Licenses
 - e. Recommendation to approve Resolution No. 18-024 declaring certain property to be surplus
 - f. Authorization and approval of Agreement #20215 with Karen Jacobsen for Thunder Springs Bus Shelter Artwork – Assistant City Administrator Lisa Enourato
 - g. Authorization and approval of Agreement #20221 with Bobby Tanner for Wagon Days – Assistant City Administrator Lisa Enourato
 - h. Authorization and approval of Agreement #20228 with Sun Valley Company for Wagon Days – Assistant City Administrator Lisa Enourato
 - i. Recommendation to approve Right of Way Agreement #20216 with Doug Webb for 191 Eighth Street—City Administrator Suzanne Frick
 - j. Recommendation to approve Right of Way Agreement 20217 and Easement Agreement 20223 with Michael and Kristen Spachman for 451 River Street—City Administrator Suzanne Frick
 - k. Recommendation to approve Right of Way Agreement 20224 with Steven Shafran for 671 Alpine Lane—City Administrator Suzanne Frick
 - l. Recommendation to approve Agreement # 20219 with Collection Bureau – Director of Finance & Internal Services Grant Gager
 - m. Recommendation to approve Roberts' Brothers Townhomes Subdivision Preliminary Plat, Findings of Fact and Conclusions of Law- Director of Planning & Building John Gaeddert
 - n. Authorization and approval of Memorandum of Understanding Agreement #20227 with Nini and Jeff Sakaguchi for art bench donation – Assistant City Administrator Lisa Enourato
 - o. Recommendation to approve amended ease #20228 with Ketchum Urban Renewal Agency for parking lot at First Street and Washington Avenue—Director of Finance and Internal Services Grant Gager
6. PUBLIC HEARINGS AND DISCUSSIONS (Public comment and input taken on the following items)
 - a. **ACTION:** Second Reading of Ordinance 1188, Annual Appropriations Ordinance - Director of Finance and Internal Services Grant Gager
 - b. **ACTION:** Ketch Exceedance Agreement #20200 and In-Lieu Housing Fund Contribution Agreement #20202 – Director of Planning and Building John Gaeddert
 - c. **ACTION:** Third Reading of the Sub-District Amendment Ordinance 1187 – Director of Planning & Building John Gaeddert
 - d. **ACTION:** First Reading of Ordinance #1189 of Big Box, Director of Planning & Building John Gaeddert
 - e. **ACTION:** Review and direction on request by Casey Finegan to obtain funding to move a power pole at 205 Gem Street—City Administrator Suzanne Frick

- f. **ACTION:** Recommendation to take actions to facilitate submittal of a Tax Credit Application for housing on the site located south of Northwood Place on Saddle Road—Mayor Neil Bradshaw
 - I. Approve Option To Lease Agreement #20225 between Ketchum Community Development Corporation and the City of Ketchum for the site located south of Northwood Place—Mayor Neil Bradshaw
 - II. Recommendation to Adopt a Fair Housing Assessment for the City of Ketchum
 - III. Recommendation to approve Resolution 18-022 implementing Fair Housing and Fair Housing Principles for the City of Ketchum
7. STAFF AND COUNCIL COMMUNICATIONS (council deliberation, public comment not taken)
 - a. **ACTION:** Recommendation to enter into Contract #20226 with Vitruvian Planning for a Looking Glass Academy—Mayor Neil Bradshaw
 - b. Discussion of land swap and reconfiguration of property between the City of Ketchum, Blaine County School District and Mountain Rides—Director of Planning and Building John Gaeddert
 - c. **ACTION:** Recommendation to approve City Council decision on the appeal of Design Review Permit for the Community Library – City Attorney Mathew Johnson
 - d. Presentation of the results of A Fair on the Square – Mayor Neil Bradshaw
8. EXECUTIVE SESSION
 - a. Discussion pursuant to 74-206 1 (j)
 - b. Discussion pursuant to 74-206 1 (c)
 - c. Discussion pursuant to 74-206 1 (f)
 - d. Discussion pursuant to 74-206 1 (d)
9. ADJOURNMENT

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

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

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

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

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

Please note that all people may speak at public hearings.

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

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

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

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

Thank you for your participation.

We look forward to hearing from you!



City Council

Regular Meeting

~ Minutes ~

480 East Avenue North
Ketchum, ID 83340
<http://ketchumidaho.org/>

Robin Crotty
208-726-3841

Monday, July 16, 2018

4:00 PM

Ketchum City Hall

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

Also Present: Ketchum City Administrator Suzanne Frick
Ketchum City Attorney Matt Johnson
Director of Finance and Internal Services Grant Gager
Director of Planning & Building John Gaeddert

1. CALL TO ORDER: By Mayor Neil Bradshaw

Mayor Neil Bradshaw called the meeting to order at 4:00 p.m.

2. ROLL CALL

3. COMMUNICATIONS FROM MAYOR AND COUNCILORS

Councilor Amanda Breen requested the signs for the parking lot explaining that the 1st hour is free be hung as soon as possible.

Councilor Jim Slanetz talked about the new fence on the bike path and suggested an art project in that location. It was decided that the traffic authority will investigate this. Council President Michael David has concerns with visibility in that location. He was informed that some of the slats have been removed.

Mayor Neil Bradshaw praised the event on the 4th describing it as a magical evening.

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

Sean Tajkowski talked about a service contract for Syringa Networks that is in the city council packet this evening for approval. He voiced his concerns with the contract and how it came to be. He suggested this project be appropriately engineered and bid. He would like this topic tabled.

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

- a. **Approval of Minutes: Regular Meeting July 2, 2018**
- b. **Authorization and approval of the payroll register**
- c. **Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills in the total sum of \$557,480.03 as presented by the Treasurer.**
- d. **Monthly Financial State of the City - Director of Finance and Internal Services Grant Gager**

- e. Recommend approval of Beer, Wine & Alcohol Licenses
- f. Approval of Resolution 18-018 approving the Destruction of Records – City Clerk, Robin Crotty
- g. Approval of Contract #20124 with Syringa for Fiber Service to City Facilities—Director of Finance and Internal Services Grant Gager
- h. Authorization and approval of street closure requests for special events – Assistant City Administrator Lisa Enourato

Mayor Neil Bradshaw asked for approval of the consent agenda.

Councilor Courtney Hamilton pulled item 5a. Councilor Jim Slanetz pulled item 5g.

Motion to approve the consent agenda removing items a and g.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael David, Council President
SECONDER:	Courtney Hamilton, Councilor
AYES:	Michael David, Jim Slanetz, Amanda Breen, Courtney Hamilton

Item 5a - Councilor Courtney Hamilton asked that the subdistrict conversation be noted as noticing requirements were met but will be doing a broader notice. Under the weed discussion the first public speaker was Heidi Schurentanner.

Motion to approve the minutes with changes as noted.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Courtney Hamilton, Councilor
SECONDER:	Amanda Breen, Councilor
AYES:	Michael David, Jim Slanetz, Amanda Breen, Courtney Hamilton

Item 5g – Mayor Neil Bradshaw talked about his support of incorporating all city departments into a fiber optic network. Councilor Jim Slanetz asked if this contract has been bid. Director of Finance and Internal Services Grant Gager explained the requirements for bidding professional service contracts. Jim Slanetz asked for clarification on a one-year contract. City Attorney Matt Johnson clarified the one-year contract for City governments. Councilor Amanda Breen was unclear on what Sean Tajkowski was asking. Mayor Neil Bradshaw explained the rigor that went into the fiber optic contract. Councilor Courtney Hamilton questioned the installation costs. Mayor Neil Bradshaw explained the onetime and ongoing costs. All costs are incorporated into this and the next year’s budget. Grant Gager advised that Todd Mandeville has been involved in the discussions and talked about the commercial fiber network option before them and the benefits to the City.

Motion to approve item contract #20124 with Syringa for fiber to city facilities.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Courtney Hamilton, Councilor
SECONDER:	Michael David, Council President
AYES:	Michael David, Jim Slanetz, Amanda Breen, Courtney Hamilton

- 6. PUBLIC HEARINGS AND DISCUSSIONS (Public comment and input taken on the following items)
 - a. ACTION: Appeal of Design Review Permit for the Community Library

City Attorney Matt Johnson explained the process of the hearing before council this evening saying Council is in a quasi-judicial role for this matter. Council will be reviewing just the record evaluating the question of if Planning & Zoning did in fact get it right. Did they follow the process right? The attorneys for the appellant and the applicant will be presenting. There is no strict time line. Both sides should be considerate.

Director of Planning & Building John Gaeddert outlined what will be happening this evening. He talked about all that has been done up to this point and about the 3 options that are before council for decision this evening that are outlined in today's council packet.

The meeting was turned over to the appellant and Mr. Gary Slette presented.

The applicant Jenny Emery Davidson presented.

Mayor Neil Bradshaw turned the meeting back to the appellant for rebuttal.

Mayor Neil Bradshaw asked council if the process is correct or not correct. He outlined all the questions for council and reminded council that this topic is not about the virtues it is to be sure the process is clear and transparent. The Council deliberated. Mayor Neil Bradshaw asked for a motion and a vote.

Motion to affirm the decision of the commission without modification and views the library as a cultural facility and direct the City Attorney to prepare a written decision reflecting such.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael David, Council President
SECONDER:	Jim Slanetz, Councilor
AYES:	Michael David, Jim Slanetz, Amanda Breen, Courtney Hamilton

b. ACTION: Second Reading of Ordinance 1186 – To Amend definition of “Setback” - Director of Planning and Building John Gaeddert

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

No comments from Council.

Motion to approve the 2nd reading of Ordinance 1186 finding the text amendments are in accordance with the Comprehensive Plan, Zoning Ordinance, and Subdivision Ordinance and to ready by title only.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Courtney Hamilton, Councilor
SECONDER:	Amanda Breen, Councilor
AYES:	Michael David, Jim Slanetz, Amanda Breen, Courtney Hamilton

Council President Michael David read the title.

Director of Planning & Building John Gaeddert asked Mayor and Council to waive the 3rd reading since no public comment has been received on this.

Motion to waive the 3rd reading of Ordinance 1186.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael David, Council President
SECONDER:	Courtney Hamilton, Councilor
AYES:	Michael David, Jim Slanetz, Amanda Breen, Courtney Hamilton

Motion to adopt Ordinance 1186.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amanda Breen, Councilor
SECONDER:	Courtney Hamilton, Councilor
AYES:	Michael David, Jim Slanetz, Amanda Breen, Courtney Hamilton

- c. **ACTION: Third Reading of Off-Site Vendor Ketchum Municipal Code Amendment – Ordinance 1183 – Director of Planning & Building John Gaeddert**

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

No comments from council.

Motion to approve the 3rd and final reading of Ordinance #1183.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Courtney Hamilton, Councilor
SECONDER:	Amanda Breen, Councilor
AYES:	Michael David, Jim Slanetz, Amanda Breen, Courtney Hamilton

Council President Michael David read by Title only.

- d. **ACTION: Second Reading of the Sub-District Amendment Ordinance 1187 – Director of Planning & Building John Gaeddert**

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

Director of Planning & Building John Gaeddert advised that notices were sent specifically to subdistricts c and d and 100 were noticed.

Motion to approve 2nd reading and to read by title only.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Courtney Hamilton, Councilor
SECONDER:	Michael David, Council President
AYES:	Michael David, Jim Slanetz, Amanda Breen, Courtney Hamilton

Councilor Courtney Hamilton read the title.

- e. **ACTION: Recommendation to Adopt Resolution 18-021 approving the proposed budget for FY 2018-19 Director of Finance and Internal Services Grant Gager**

Mayor Neil Bradshaw opened the meeting for public comment.

Chip Fisher spoke saying it was a good budget however, some things need to be looked at. He voiced concerns about affordable housing, work force escalation and pricing. We need to find a way to increase the revenue and look closer at the budget. He questioned what is being spent on KIC and who benefits. He voiced concerns that it is Hailey and questioned why we are supporting this.

Council President Michael David disclosed that he works for Mountain Rides. He will recuse himself from any discussion that refers to Mountain Rides. Councilor Amanda Breen will recuse herself from the Sun Valley Economic Development portion of the budget.

Council President Michel David talked about the opportunity to bring in "looking glass academy" and about all that they would do in the workshop and how things would be addressed. Mayor Bradshaw asked Director of Finance and Internal Services Director Grant Gager to clarify what the process would be to get these projects approved and paid for. Grant Gager clarified that it depends on the content of the program. He talked about the line items where these expenses could come from. The process for a cost of over \$5,000 was presented. The Mayor is in support of practical experience.

Councilor Jim Slanetz questioned the General Fund, Capital Improvement and Trust Fund. He wants to make council aware that we are not going to be in as a good of a place at the end of 2018 as we were in the past. The trend frightens him. He is less concerned in the water and sewer funds. He is somewhat concerned regarding rate hikes. Mayor Neil Bradshaw agreed with the rate hikes Jim Slanetz pointed out. He addressed the ongoing occurring costs and talked about spending money on making Ketchum a walkable town. He would like to look at the re-occurring costs.

Council President Michael David acknowledged what Chip Fisher had to say. He is not giving up on getting housing created in Ketchum. It's an important piece of the puzzle.

Councilor Courtney Hamilton questioned remodel costs for the new city hall. They are not included in this building. Mayor Neil Bradshaw confirmed that we are not planning on doing a remodel in this budget.

Councilor Jim Slanetz questioned the In-Lieu housing fund and asked where those funds went since we didn't spend any in lieu housing funds in this fiscal year. Director of Finance and Internal Services Grant Gager advised that \$1.8M appropriated will go unspent this fiscal year. He explained how that reads in the proposed budget and explained that the council does have the ability to spend that in the next 3 months.

Motion to adopt Resolution 18-021, approving the proposed budget for the fiscal year beginning October 1, 2018, and ending September 30, 2019, containing the proposed expenditures and revenues necessary for all purposed for said fiscal year to be raised and appropriated within said City and providing for publication of Notice of Public Hearing and for Public Hearing Theron.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amanda Breen, Councilor
SECONDER:	Courtney Hamilton, Councilor
AYES:	Michael David, Jim Slanetz, Amanda Breen, Courtney Hamilton

f. ACTION: First Reading of Ordinance 1188, Annual Appropriations Ordinance

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

Mayor Neil Bradshaw advised that Director of Finance and Internal Services Grant Gager is here for questions. Grant Gager explained the process.

Motion to approve the 1st reading of ordinance No. 188, an ordinance of the City of Ketchum, Idaho, entitled the Annual Appropriation Ordinance for the fiscal year beginning October 1, 2018, appropriating to the various budgetary funds, sums of money deemed necessary to defray all necessary expenses and liabilities within each fund and for the ensuing fiscal year, authorizing a levy of a sufficient tax upon the taxable property and specifying the objects and purposed for which said appropriation is make, and providing an effective date

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Courtney Hamilton, Councilor
SECONDER:	Michael David, Council President
AYES:	Michael David, Jim Slanetz, Amanda Breen, Courtney Hamilton

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

a. Quarterly Update from Sun Valley Economic Development—Harry Griffith

Councilor Amanda Breen recused herself.

Executive Director Harry Griffith presented. Councilor Courtney Hamilton asked about his role in working with event’s organizers. Harry Griffith explained that he tries to help new events get in touch with the right parties. The second approach is taking a more holistic approach across the county to help come up with ways and how to review events and how they work.

Mayor Neil Bradshaw asked Executive Director Harry Griffith what is going well. Harry Griffith advised the 2018 Summit was a success. He talked about the contents of the program and how it is relevant to the county. The theme will be around communities. The one area in which Harry Griffith has concern’s is how do we get a company here in relationship to housing. Executive Director Harry Griffith advised that he met with the Idaho Dept. of Commerce and talked about the incentive programs they established and about the places they toured around town.

b. Discussion of KCDC Tax Credit Application for Northwood II Community Housing—Mayor Neil Bradshaw

Mayor Neil Bradshaw would like to get this on the Council's radar. Mayor Bradshaw advised that they need to have control of the property to move forward with the application. He explained the location as being the dirt lot next to Northwood I and advised that the city would use similar language that was used 10 years ago. He talked about the specifics of a contract. Councilor Jim Slanetz asked if there is time to structure the deal and the control of the land. Mayor Bradshaw talked about all that can be done with the contract. This will come back to the council for deliberation at the next meeting.

8. **ADJOURNMENT**

Motion to adjourn at 6:38 p.m.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Courtney Hamilton, Councilor
SECONDER:	Jim Slanetz, Councilor
AYES:	David, Slanetz, Breen, Hamilton

Neil Bradshaw, Mayor

Robin Crotty, City Clerk

Report Criteria:

Invoices with totals above \$0 included.
Paid and unpaid invoices included.
[Report].GL Account Number = "0110000000"-9549009999", "9910000000"-9911810000"

Vendor Name	Invoice Number	Description	Net Invoice Amount
GENERAL FUND			
01-2171-4000 P/R TAXES PBL -- WORKERS COMP			
STATE INSURANCE FUND	18634670 0716	Payroll report premium	8,549.00
01-2175-8000 P/R DEDUC PBL--EMPLOYEE CAF-MD			
NBS-NATIONAL BENEFIT SERVI	CP194551	DCA/FSA/HRA/HRAVIS	163.14
01-2175-9000 P/R DEDUC PBL--EMPLOYEE CAF-DC			
NBS-NATIONAL BENEFIT SERVI	CP194551	DCA/FSA/HRA/HRAVIS	1,044.60
01-2300-0000 DEPOSITS-PARKS & EVENTS			
COVINGTON, DANA	072318	Returned Deposit for Parks Reservation	150.00
01-3700-3600 REFUNDS & REIMBURSEMENTS			
Dumke, Ed	#744 202 PICA	Refund Utility 202 Picabo 109B	26.07
Total :			9,932.81
LEGISLATIVE & EXECUTIVE			
01-4110-2500 HEALTH INSURANCE-CITY			
STARLEY-LEAVITT INS. AGENC	567546	Service Fee	45.00
01-4110-2505 HEALTH REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP194551	DCA/FSA/HRA/HRAVIS	575.00
01-4110-2515 VISION REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP194551	DCA/FSA/HRA/HRAVIS	225.00
01-4110-3100 OFFICE SUPPLIES & POSTAGE			
COPY CENTER	505	Art	138.00
01-4110-3200 OPERATING SUPPLIES			
ATKINSONS' MARKET	07112137	council meeting on 7/6/18	27.02
01-4110-4200 PROFESSIONAL SERVICES			
NBS-NATIONAL BENEFIT SERVI	659686	FSA /HRA Plan	16.75
Total LEGISLATIVE & EXECUTIVE:			1,026.77
ADMINISTRATIVE SERVICES			
01-4150-2500 HEALTH INSURANCE-CITY			
STARLEY-LEAVITT INS. AGENC	567546	Service Fee	57.87
01-4150-3100 OFFICE SUPPLIES & POSTAGE			
ATKINSONS' MARKET	06266483	Clerks office	17.06
COPY & PRINT, L.L.C.	57918	office supplies and creamer	103.92
COPY & PRINT, L.L.C.	91011	Creamer/Rising Desk	16.99
COPY & PRINT, L.L.C.	91023	anti fatigue mat and post it notes	79.98
UNITED OIL	887724	39060 071518	102.04
UPS STORE #2444	3942	3942 shipping on 062718	12.38
01-4150-4200 PROFESSIONAL SERVICES			
COMMUNITY RISING	#3/2018	Consulting Service	2,500.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
NBS-NATIONAL BENEFIT SERVI	659686	FSA /HRA Plan	26.05
SHRED-IT USA	8125208406	shred it service	270.32
BROWN, LINDA DIANE	1808	Delivery for August	95.00
01-4150-4800 DUES, SUBSCRIPTIONS & MEMBERSH			
ASSOCIATION OF IDAHO CITIES	9176	2019 AIC Membership dues	1,105.20
INTERNATIONAL INSTITUTE OF	15488 070218	Annual Membership - Shellie Rubel	125.00
INTERNATIONAL INSTITUTE OF	28201 070218	Membership Dues - Kathleen Schwartzenger	125.00
01-4150-4900 PERSONNEL TRAINING/TRAVEL/MTG			
ASSOCIATION OF IDAHO CITIES	200004617	Shellie Gallagher Rubel - Registration	215.00
01-4150-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	2087263841 07	2087263841 072318	2,809.82
CENTURY LINK	2087264135 07	2087264135 071318	1,129.79
CENTURY LINK	2087265574 07	2087265574 071318	47.74
CENTURY LINK	2087267801 07	2087267801 072318	16.62
VERIZON WIRELESS	9810779356	965494438 071018	52.99
VERIZON WIRELESS	9810890577	365459737 071318	40.09
COX WIRELESS	047131901 072	047131901 072718	89.00
01-4150-5110 COMPUTER NETWORK			
KETCHUM COMPUTERS, INC.	15190	Computer maintenance & support	2,061.25
01-4150-5150 COMMUNICATIONS			
COPY CENTER	505	Art	226.50
STRATEGIES 360 INC.	772-29370	Communications Consulting	475.00
STRATEGIES 360 INC.	772-29861	Digital Marketing	1,000.00
SNEE, MOLLY	1826	July Retainer Fee	4,500.00
GRANICUS	100599	IQM2 - Civic Streaming for July of 2018	523.69
01-4150-5200 UTILITIES			
CLEAR CREEK DISPOSAL	0001140794	960 - 480 East - 2 months	172.43
IDAHO POWER	2200749261 07	2200749261 072518	1,595.69
IDAHO POWER	2203990334 07	2203990334 071218	48.56
IDAHO POWER	2206570869	2206570869 071318	73.26
INTERMOUNTAIN GAS	31904030009 0	31904030009 072618	15.79
INTERMOUNTAIN GAS	32649330001 0	32649330001 072618	23.00
INTERMOUNTAIN GAS	44919030005 0	44919030005 072618	5.67
01-4150-5900 REPAIR & MAINTENANCE-BUILDINGS			
BIG WOOD LANDSCAPE, INC.	15296	Clean Pavers at Town Square	557.64
BIG WOOD LANDSCAPE, INC.	15497	pipeco/irrigation repair/installation	750.96
WOOD RIVER PEST MANAGEME	14343	Pest Control Service - Fire Dept.	125.00
01-4150-6500 CONTRACTS FOR SERVICES			
PROTHMAN	2018-6362	Placement fee for personnel	4,950.00
S & C ASSOCIATES LLC	1204	Contract 2159 - 17-1010 Warm Springs Sidewalk	3,517.50
S & C ASSOCIATES LLC	1205	17-026 KURA Parking Lot - Sidwalks	367.50
S & C ASSOCIATES LLC	1206	Contract 20174 - 17-1029 Ketchum Warm Springs Service	1,050.00
S & C ASSOCIATES LLC	1207	Contract 20173 - 18-1001 10th Street Lot Expansion	787.50
PEAK MOBILE COMM	28452	Parts and supplies	4,979.45
01-4150-7400 OFFICE FURNITURE & EQUIPMENT			
COPY & PRINT, L.L.C.	91011	Creamer/Rising Desk	349.00
Total ADMINISTRATIVE SERVICES:			37,193.25

Vendor Name	Invoice Number	Description	Net Invoice Amount
LEGAL			
01-4160-4270 CITY PROSECUTOR			
ALLINGTON, ESQ., FREDERICK	120241	Monthly Prosecutor Payment	3,769.92
Total LEGAL:			3,769.92
PLANNING & BUILDING			
01-4170-2500 HEALTH INSURANCE-CITY			
STARLEY-LEAVITT INS. AGENC	567546	Service Fee	36.00
01-4170-2515 VISION REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP194551	DCA/FSA/HRA/HRAVIS	387.03
01-4170-4200 PROFESSIONAL SERVICES			
NBS-NATIONAL BENEFIT SERVI	659686	FSA /HRA Plan	19.35
Total PLANNING & BUILDING:			442.38
NON-DEPARMENTAL			
01-4193-4500 1ST/WASHINGTON RENT			
URBAN RENEWAL AGENCY	2417	Rent - June	2,000.00
URBAN RENEWAL AGENCY	2540	Parking Lot Rent - July	2,000.00
01-4193-6500 CONTRACT FOR SERVICE			
SUN VALLEY ECONOMIC DEVE	927	Quarterly payment	2,500.00
01-4193-9930 GENERAL FUND OP. CONTINGENCY			
BIG WOOD LANDSCAPE, INC.	15291	Irrigation remodel at skate park	46,682.67
BIG WOOD LANDSCAPE, INC.	15554	Install Cabanas	2,788.43
Total NON-DEPARMENTAL:			55,971.10
FACILITY MAINTENANCE			
01-4194-2500 HEALTH INSURANCE - CITY			
STARLEY-LEAVITT INS. AGENC	567546	Service Fee	24.75
01-4194-3200 OPERATING SUPPLIES			
GEM STATE PAPER & SUPPLY	1239466-00	Trigger Extension Arm	104.32
GEM STATE PAPER & SUPPLY	1241571-00	Paper Goods	351.94
GEM STATE PAPER & SUPPLY	1249490-00	Paper and cleaning supplies	192.14
01-4194-3500 MOTOR FUELS & LUBRICANTS			
LUTZ RENTALS	84304-1	Propane	15.58
UNITED OIL	886612	38950 063018	348.31
UNITED OIL	887714	38950 071518	246.46
01-4194-4200 PROFESSIONAL SERVICES			
BECK, ROB	5502	2nd Street tree removal	1,250.00
BIG WOOD LANDSCAPE, INC.	15298	Replacement of sidewalk tree by the cellar	870.85
BIG WOOD LANDSCAPE, INC.	15422	Ohio gulch/defiance tall fescue	675.38
BIG WOOD LANDSCAPE, INC.	15442	Install of Fescue Sod at Ore Wagon Museum	3,130.97
BIG WOOD LANDSCAPE, INC.	15496	Paver repair at Town Square	225.00
CEM AQUATICS	127766	Switch	308.36
MOSS GARDEN CENTER	158981	Gardening Supplies	43.15

Vendor Name	Invoice Number	Description	Net Invoice Amount
NBS-NATIONAL BENEFIT SERVI	659686	FSA /HRA Plan	9.21
01-4194-4210 PROFESSIONAL SERVC-CITY TREES			
ARBOR CARE	39415	Hemingway Elementary	400.00
ARBOR CARE	39416	City Corridor/sidwalks	3,385.00
ARBOR CARE	39417	City Corridor/sidwalk	450.00
ARBOR CARE	39647	City Hall	75.00
ARBOR CARE	39648	Little Park	160.00
ARBOR CARE	39649	Rotary Park	150.00
ARBOR CARE	39650	Atkinson Park & Pump Park	1,545.00
ARBOR CARE	39651	Forest Service Park	2,120.00
ARBOR CARE	39652	Guy Coles Skate Park	555.00
ARBOR CARE	39655	Street Dept. Building	80.00
ARBOR CARE	39656	Hemingway Elementary	620.00
ARBOR CARE	39657	City Corridor/sidwalk	450.00
ARBOR CARE	39658	City Corridor/sidwalks	335.00
ARBOR CARE	39661	Lucy Loken Park	515.00
ARBOR CARE	39662	Town Square	100.00
ARBOR CARE	39663	Northwood Place Planting Strip	555.00
ARBOR CARE	39664	Farnlun Park	50.00
01-4194-4220 PROF SERV-CITY BEAUTIFICATION			
LILY & FERN, LLC	2182	Monthly Flower Maintenance	4,008.78
MOSS GARDEN CENTER	155541	perennial	360.65
MOSS GARDEN CENTER	155542	Soil Pep	27.96
01-4194-5200 UTILITIES			
IDAHO POWER	2201272487 07	2201272487 072318	30.91
IDAHO POWER	2203313446 07	2203313446 071118	5.78
IDAHO POWER	2203538992 07	2203538992 072318	94.12
INTERMOUNTAIN GAS	32649330001 0	32649330001 072618	12.78
INTERMOUNTAIN GAS	65669030002 0	65669030002 072618	9.79
01-4194-5300 CUSTODIAL & CLEANING SERVICES			
WESTERN BUILIDNG MAINTEN	0109252-IN	Monthly Janitorial Service	4,701.10
01-4194-6000 REPAIR & MAINT-AUTOMOTIVE EQUI			
CAR DOCTOR INC.	4177	Replace Fuel Pump	560.00
RIVER RUN AUTO PARTS	6538-129952	Brake Cable/Tail Light/ shipping	60.14
RIVER RUN AUTO PARTS	6538-129954	Door Linkeage	3.99
ABBA TOWING	000180	Tow to the car doctor	132.00
01-4194-6100 REPAIR & MAINT--MACHINERY & EQ			
RIVER RUN AUTO PARTS	6538-129404	Anti Seize Compound	8.77
01-4194-6950 MAINTENANCE			
A.C. HOUSTON LUMBER CO.	014-774735	Door Stop	7.59
A.C. HOUSTON LUMBER CO.	014-7757863	Dog Event supplies	61.68
A.C. HOUSTON LUMBER CO.	014-776451	Wood Stakes for Town Plaza	7.60
A.C. HOUSTON LUMBER CO.	014-776477	supplies/shop use	26.78
A.C. HOUSTON LUMBER CO.	014-779041	shop supplies	15.45
A.C. HOUSTON LUMBER CO.	014-781364	supplies/shop use	31.49
A.C. HOUSTON LUMBER CO.	014-781571	Cabanas	2.01
A.C. HOUSTON LUMBER CO.	014-781678	KTS Cabanas	38.96
CEM AQUATICS	128407	Reagemt 2 oz	19.73
CHATEAU DRUG CENTER	1902991	Gloves	23.73
CHATEAU DRUG CENTER	1904699	Supplies	9.29
CHATEAU DRUG CENTER	1905201	Supplies	14.22

Vendor Name	Invoice Number	Description	Net Invoice Amount
CHATEAU DRUG CENTER	1908706	Paint and supplies	27.52
CHATEAU DRUG CENTER	1909032	Rope/knife/tape	23.25
CHATEAU DRUG CENTER	1912458	Dust Pan	6.64
CHATEAU DRUG CENTER	1917206	Splash Pad	14.22
CHATEAU DRUG CENTER	191772	Paint Brushes	6.51
CHATEAU DRUG CENTER	1918492	Dog Event	45.52
CHATEAU DRUG CENTER	1919484	Wire Can	9.49
MOSS GARDEN CENTER	157773	plants and supplies	17.54
PIPECO, INC.	S3082045.001	Drip Tube NDS	8.89
PIPECO, INC.	S3082629.001	1/4" Barb Adapter	40.59
PIPECO, INC.	S3083062.001	Bubbler	67.90
PIPECO, INC.	S3086032.001	Dripperline	14.00
PIPECO, INC.	S3089835.001	Parts for Ore Wagon	51.11
PIPECO, INC.	S3090568.001	Parts for Ore Wagon	16.67
PIPECO, INC.	S3092835.001	Parts for Ore Wagon	7.25
PIPECO, INC.	S3095259.001	Caution Tape for Plaza/Ore Wagon	18.17
PIPECO, INC.	S3101122.001	supplies for Legion Fld	37.53
PIPECO, INC.	S3101634.001	elbow and clamp for Sun Valley Rd.	26.48
PIPECO, INC.	S3101963.001	Atkinsons Park maintenance supplies	77.54
PIPECO, INC.	S3102076.001	Falcon Rotor Parts	35.00
PIPECO, INC.	S3102897.001	supplies	15.38
PIPECO, INC.	S3103189.001	Parts for park	13.87
PIPECO, INC.	S3103278.001	supplies for SV Rd.	9.15
PIPECO, INC.	S3103986.001	Parts	4.99
PIPECO, INC.	S3106200.001	rotor Full Ci/coupling/pinch clamp	38.23
PIPECO, INC.	S3113662.001	Falcon Rotor Part Cir	35.00
SONNTAG RECREATION, LLC	18134	Bench Parts	400.00
WEBB LANDSCAPING	K-IN-125035	Top Soil	39.90
BALD MOUNTAIN EXCAVATION	0894	8 yds of compost	440.00
PITTMAN, AARON	062718	Kneeler	10.25
Total FACILITY MAINTENANCE:			31,175.31

POLICE

01-4210-2505 HEALTH REIMBURSEMENT ACCT(HRA)

NBS-NATIONAL BENEFIT SERVI	CP194551	DCA/FSA/HRA/HRAVIS	84.34
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01-4210-3200 OPERATING SUPPLIES

A.C. HOUSTON LUMBER CO.	014-781102	Wood	33.25
CHATEAU DRUG CENTER	1921100	cleaner for temp signs	8.52
DAVIS EMBROIDERY INC.	31419	Embroidery Service	11.99

01-4210-3610 PARKING OPS PROCESSING FEES

CALE AMERICA, INC.	150235	June Meters	24.15
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01-4210-3620 PARKING OPS EQUIPMENT FEES

VERIZON WIRELESS	9810779356	965494438 071018	40.01
VERIZON WIRELESS	9810779356	965494438 071018	52.98
CALE AMERICA, INC.	150235	June Meters	165.00

01-4210-4200 PROFESSIONAL SERVICES

NBS-NATIONAL BENEFIT SERVI	659686	FSA /HRA Plan	6.70
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01-4210-4250 PROF.SERVICES-BCSO CONTRACT

BLAINE COUNTY CLERK/RECOR	201007	BCSO Law Enforcement Services	122,653.00
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Vendor Name	Invoice Number	Description	Net Invoice Amount
Total POLICE:			123,079.94
FIRE & RESCUE			
01-4230-2500 HEALTH INSURANCE-CITY			
STARLEY-LEAVITT INS. AGENC	567546	Service Fee	117.00
01-4230-2505 HEALTH REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP194551	DCA/FSA/HRA/HRAVIS	60.72
01-4230-3200 OPERATING SUPPLIES			
ALSCO - AMERICAN LINEN DIVI	LBO11617998	005109 070918	29.75
ALSCO - AMERICAN LINEN DIVI	LBO11621888	005109 072318	29.75
ATKINSONS' MARKET	05094058	Supplies	49.26
ATKINSONS' MARKET	05094427	Supplies	25.63
ATKINSONS' MARKET	07114643	Mop for Quarters	29.99
BOUNDTREE MEDICAL	82927684	Medical Supplies	1,140.46
BOUNDTREE MEDICAL	82934662	Supplies	710.43
CHATEAU DRUG CENTER	1924299	Tape & Hardware for Station I	11.38
CHATEAU DRUG CENTER	1925163	Garden Hose Repair	5.22
COPY & PRINT, L.L.C.	90162	Color posters/post cards	103.96
COPY & PRINT, L.L.C.	90286	spanish copies/ post cards	40.42
DAVIS EMBROIDERY INC.	31486	Embroidery Service	57.63
GEM STATE PAPER & SUPPLY	1246516-00	Paper and cleaning supplies	116.27
PRAXAIR DISTRIBUTION INC.	84134189	Cylinder Rental	47.25
RIVER RUN AUTO PARTS	6538-130943	Shop Supplies - Station 1	3.90
WEIDNER FIRE	52062	Hiking boots	256.78
MUNICIPAL EMERGENCY SERIC	IN1246323	Seal, Mask Kit	280.35
HENRY SCHEIN	19244729	credit	318.63-
HENRY SCHEIN	55146521	medical supplies	459.47
HENRY SCHEIN	55309890	supplies	37.26
HENRY SCHEIN	55368561	supplies	61.75
HENRY SCHEIN	55441144	supplies	10.33
HENRY SCHEIN	55482466	supplies	234.95
CURTIS TOOLS FOR HEROES	INV199566	Letter and number patches	77.25
01-4230-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	887570	37267 071518	541.55
UNITED OIL	888705	37267 073118	603.73
01-4230-4200 PROFESSIONAL SERVICES			
NBS-NATIONAL BENEFIT SERVI	659686	FSA /HRA Plan	74.55
KRAGNESS, MARCUS	072618	07/19/18-07/26/18	3,135.00
01-4230-5100 TELEPHONE & COMMUNICATIONS			
VERIZON WIRELESS	9810923737	765494480 071318	224.54
COX WIRELESS	027222301 072	027222301 072118	101.54
01-4230-6000 REPAIR & MAINT--AUTOMOTIVE EQU			
ATKINSONS' MARKET	02578670	Distilled Water	3.68
01-4230-6100 REPAIR & MAINT--MACHINERY & EQ			
ZOLL MEDICAL CORPORATION	90024915	Preventative Maintenance	1,020.00
CURTIS TOOLS FOR HEROES	INV201192	supplies	107.72
01-4230-6910 OTHER PURCHASED SERVICES			
WOOD RIVER FIRE & RESCUE	2320	Allen & Company Employee Coverage	330.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
Total FIRE & RESCUE:			9,820.84
STREET			
01-4310-2500 HEALTH INSURANCE-CITY			
STARLEY-LEAVITT INS. AGENC	567546	Service Fee	61.38
01-4310-3200 OPERATING SUPPLIES			
CHATEAU DRUG CENTER	1930033	Fab for office	22.79
D & B SUPPLY INC.	1079238	4 XL Tees	21.99
D & B SUPPLY INC.	44276	Work Shirts	21.99
GEM STATE PAPER & SUPPLY	1249728-00	Paper Goods	138.28
01-4310-3400 MINOR EQUIPMENT			
GRAINGER, INC., W.W.	9844834144	Cordless rotary hammer kit	745.00
01-4310-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	887572	37269 071518	846.60
01-4310-4200 PROFESSIONAL SERVICES			
CENTRAL DRUG SYSTEM, INC.	280913	Drug screening	148.50
NBS-NATIONAL BENEFIT SERVI	659686	FSA /HRA Plan	46.24
01-4310-5100 TELEPHONE & COMMUNICATIONS			
VERIZON WIRELESS	9810890577	365459737 071318	43.09
VERIZON WIRELESS	9810890577	365459737 071318	36.00
01-4310-5200 UTILITIES			
IDAHO POWER	2240882910 07	2240882910 071318	234.88
IDAHO POWER	2240882910 07	2240882910 071318	10.28
IDAHO POWER	2240882910 07	2240882910 071318	92.24
IDAHO POWER	2240882910 07	2240882910 071318	34.30
INTERMOUNTAIN GAS	32649330001 0	32649330001 072618	32.61
INTERMOUNTAIN GAS	32649330001 0	32649330001 072618	17.00
INTERMOUNTAIN GAS	49439330009 0	49439330009 072618	12.78
01-4310-6000 REPAIR & MAINT--AUTOMOTIVE EQU			
A.C. HOUSTON LUMBER CO.	014-783209	#33 Bobcat Trailer	31.42
NAPA AUTO PARTS	939559	Dakota	101.61
RIVER RUN AUTO PARTS	6538-130605	parts for #33 Bobcat trailer	202.33
RIVER RUN AUTO PARTS	6538-130723	parts for #33 Bobcat trailer	10.69
01-4310-6100 REPAIR & MAINT--MACHINERY & EQ			
A.C. HOUSTON LUMBER CO.	014-778815	Spray Paint - Flat Black	13.77
A.C. HOUSTON LUMBER CO.	014-779951	supplies/shop use	37.57
A.C. HOUSTON LUMBER CO.	014-780395	Bucket and Lid	29.52
EASY PACK INC	184661	Shipping	20.30
FASTENAL COMPANY	IDJER77574	Parts	23.30
KENWORTH SALES COMPANY	JERCM127630	credit - Core Kit	120.00
LACAL EQUIPMENT, INC.	0283898-IN	#31 Eagle shoe plate/clamp	186.29
METROQUIP, INC.	00041545	Material Pump	1,652.00
NAPA AUTO PARTS	267467	Battery - Core Deposit #19 Geovac	278.78
NAPA AUTO PARTS	939522	Hyd Filter #19 Geovac	7.99
NAPA AUTO PARTS	939559	Geovac	93.98
NAPA AUTO PARTS	939690	SL Plug	7.49
NAPA AUTO PARTS	939840	Serp Belt/#31 Eagle	33.99
NAPA AUTO PARTS	940280	#31 Dakota & Stock	60.74

Vendor Name	Invoice Number	Description	Net Invoice Amount
NAPA AUTO PARTS	940746	#36 Crack Sealer	30.48
NAPA AUTO PARTS	941308	#47 crewcab	26.97
PIPECO, INC.	S3095760.001	Galvanizer reducer	5.19
PIPECO, INC.	S3098860.001	Irrigation Hose Repair	7.00
TRUCK PRO LLC SIX STATES	CRM 012898	Credit	198.31-
SNAKE RIVER HYDRAULICS	324423	Sweeper Pump #19 Geovac	1,413.49
01-4310-6910 OTHER PURCHASED SERVICES			
ALSCO - AMERICAN LINEN DIVI	LBOI1623560	005292 072718	40.22
AMERIPRIDE LINEN	2400701987	241076800 071118	92.85
AMERIPRIDE LINEN	2400703665	214076800 071818	46.71
AMERIPRIDE LINEN	2400705308	241076800 072518	92.85
NORCO	2032020	52371 062018	147.98
NORCO	24108250	53271 063018	208.65
TREASURE VALLEY COFFEE IN	2160.05663713	splenda	28.95
TREASURE VALLEY COFFEE IN	2160.05682170	COFFEE/Creamer	66.20
01-4310-6920 SIGNS & SIGNALIZATION			
ECONO SIGNS LLC	10-945890	Custom Signs	152.40
ECONO SIGNS LLC	10-946134	Custom Signs	90.60
ECONO SIGNS LLC	10-946287	Number Stencil	241.40
ECONO SIGNS LLC	10-946349	Decals	164.65
01-4310-6930 STREET LIGHTING			
IDAHO POWER	2200059315 07	2200059315 071118	10.73
IDAHO POWER	2201013857 07	2201013857 072318	11.71
IDAHO POWER	2201174667 07	2201174667 071118	7.30
IDAHO POWER	2202627564 07	2202627564 071118	11.81
IDAHO POWER	2203027632 07	2203027632 071118	5.34
IDAHO POWER	2203855230 07	2203855230 072318	41.05
IDAHO POWER	2204535385 07	2204535385 072318	142.73
IDAHO POWER	2206773224 07	2206773224 072318	8.02
IDAHO POWER	2240882910 07	2240882910 071318	110.80
IDAHO POWER	2240882910 07	2240882910 071318	54.20
IDAHO POWER	2240882910 07	2240882910 071318	513.82
01-4310-6950 MAINTENANCE & IMPROVEMENTS			
ANDERSON ASPHALT PAVING	6583	Contract #20173 - Asphalt	35,911.70
COLOR HAUS, INC.	208551	2 - z-pro duo-pack cover Orlon 1/4"	7.30
FASTENAL COMPANY	IDJER77514	Parts	100.42
FASTENAL COMPANY	IDJER77576	Parts	55.02
IDAHO TRAFFIC SAFETY INC	189742	mobilization and line painting	13,939.95
JOE'S BACKHOE SERVICES, INC.	231217	Contract 20026 Rebuild (3) Drywells	1,250.00
JOE'S BACKHOE SERVICES, INC.	232864	Contract 20026 Asphalt Paving	4,321.00
JOE'S BACKHOE SERVICES, INC.	232865	Contract 20026 Asphalt Paving	14,742.00
JOE'S BACKHOE SERVICES, INC.	232866	Contract 20026 Drywell/materials	3,318.90
RIVER RUN AUTO PARTS	6538-129805	Keystock	4.73
RIVER RUN AUTO PARTS	6538-130273	V-belt industrial - #36 Crack sealer	7.10
SUNSEAL, LTD	106	Striping	438.70
WALKER SAND AND GRAVEL	00467252	Road Mix	83.03
WALTERS READY MIX, INC.	6413	Contract #20173 - 10th St. Project	190.00
WALTERS READY MIX, INC.	6416	Contract #20173 - 10th St. Project	995.00
Total STREET:			84,178.36

PARKS AND RECREATION

Vendor Name	Invoice Number	Description	Net Invoice Amount
01-4510-2500 HEALTH INSURANCE - CITY STARLEY-LEAVITT INS. AGENC	567546	Service Fee	36.00
01-4510-2505 HEALTH REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP194551	DCA/FSA/HRA/HRAVIS	571.24
01-4510-3200 OPERATING SUPPLIES			
ATKINSONS' MARKET	08181474	Cleaning Supplies	14.88
GEM STATE PAPER & SUPPLY	1249857-00	Paper Goods	73.13
01-4510-3250 RECREATION SUPPLIES			
A.C. HOUSTON LUMBER CO.	014-775635	Spray Paint	32.73
A.C. HOUSTON LUMBER CO.	014-780344	Frisbee Folf Target Repair	1.80
A.C. HOUSTON LUMBER CO.	014-781863	Spray Paint	18.36
ATKINSONS' MARKET	08181001	Supplies	33.87
IDAHO LUMBER & HARDWARE	735494	Gypsum Line Marker	25.98
KEARNEY, JOHN	072318	Entry Fee for Sage Brush Swim Championship	36.00
WRIGHT-PULLIAM, POO	071918	Garden Supplies reimbursement	46.11
WEBB LANDSCAPING	K-IN-124441	Annual Pony Pack	74.97
WEBB LANDSCAPING	K-IN-125529	Annuals	38.30
WEBB LANDSCAPING	K-IN-125719	Annuals	107.23
01-4510-3300 RESALE ITEMS-CONCESSION SUPPLY			
SYSCO	140268147	Fuel Surcharge	475.91
01-4510-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	886425	37268 063018	167.82
UNITED OIL	887571	37268 071518	105.18
01-4510-4200 PROFESSIONAL SERVICE			
CLEAR CREEK LAND CO. LLC	000019403	180 - Mobile Storage	75.00
NBS-NATIONAL BENEFIT SERVI	659686	FSA /HRA Plan	13.15
01-4510-5200 UTILITIES			
IDAHO POWER	2206452274 07	2206452274 072318	516.02
Total PARKS AND RECREATION:			2,463.68
Total GENERAL FUND:			359,054.36
WAGON DAYS FUND			
WAGON DAYS EXPENDITURES			
02-4530-4200 PROFESSIONAL SERVICES			
SUN VALLEY EVENTS	080118	August Wagon Days Contract Fee	3,125.00
02-4530-4230 HISTORY/CHILDREN'S ACTIVITIES			
ELKINS, LARRY	090118	WAGON DAYS - BALOON ARTIST	375.00
HANUSKA, ALLEN	090118	Wagon Days - Close Up Magic	400.00
02-4530-4240 CONCERT			
LIVE AUDIO PRODUCTION LLC	081618	WAGON DAYS - Sound, stage and Backline	5,000.00
THE LAST BANDOLEROS, LLC	081618	Contract 20204 Final Payment - Wagon Days	4,500.00
Total WAGON DAYS EXPENDITURES:			13,400.00
Total WAGON DAYS FUND:			13,400.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
GENERAL CAPITAL IMPROVEMENT FD			
GENERAL CIP EXPENDITURES			
03-4193-4250 ENERGY WORK PROGRAM			
OPEN SPACES NORTHWEST	52004	CONTRACT Total	1,250.00
03-4193-7193 WARM SPRINGS ROAD			
STEVE BUTLER & ASSOCIATES	3616	Contract 20159 Site meetings	225.00
STEVE BUTLER & ASSOCIATES	3662	Contract 20159 - Site Visits	375.00
LUNCEFORD EXCAVATION, INC.	072718	Contract 20159 - APP 4	158,208.25
Total GENERAL CIP EXPENDITURES:			160,058.25
Total GENERAL CAPITAL IMPROVEMENT FD:			160,058.25
STREET CAPITAL IMPROVEMENT FND			
STREET CIP EXPENDITURES			
05-4310-7100 DRAINAGE UPGRADES			
JOE'S BACKHOE SERVICES, INC.	231217	Contract 20026 Rebuild (3) Drywells	16,000.00
05-4310-7200 10th STREET LOT IMPROVEMENTS			
OHIO GULCH TRANSFER STATI	06-087720	Hauling trash from the yard	218.20
Total STREET CIP EXPENDITURES:			16,218.20
Total STREET CAPITAL IMPROVEMENT FND:			16,218.20
ORIGINAL LOT FUND			
ORIGINAL LOT TAX			
22-4910-6040 SUN VALLEY MARKETING ALLIANCE			
VISIT SUN VALLEY	36	Monthly Payment per contract	36,666.66
22-4910-6060 EVENTS/PROMOTIONS			
A.C. HOUSTON LUMBER CO.	014-774734	Pooch Smooth Booth	79.89
CLEAR CREEK DISPOSAL	0001140794	960 - 480 East - 2 months	81.25
COLOR HAUS, INC.	207826	Admin Office Supplies	48.97
ENVIRONMENTAL RESOURCE C	072318	Contract 20198 - Recycling Event Services	1,000.00
ROAD WORK AHEAD CONST. SU	TS_7901	Dock Dogs	604.50
BLAZE, NICOLE	60184	Musical Entertainment	600.00
22-4910-6600 REFUNDS-LOT OVERPAYMENT			
HOLDERMAN, HEATHER	071918	Refund of overpayment	55.01
Total ORIGINAL LOT TAX:			39,136.28
Total ORIGINAL LOT FUND:			39,136.28
WATER FUND			
WATER EXPENDITURES			
63-4340-2500 HEALTH INSURANCE-CITY			
STARLEY-LEAVITT INS. AGENC	567546	Service Fee	31.50
63-4340-3100 OFFICE SUPPLIES & POSTAGE			
UNIFIED OFFICE SERVICES	256439	Office Supplies	4.06

Vendor Name	Invoice Number	Description	Net Invoice Amount
63-4340-3200 OPERATING SUPPLIES			
A.C. HOUSTON LUMBER CO.	014-777286	Gloves	15.68
A.C. HOUSTON LUMBER CO.	014-777948	Screen Charcoal Alum	8.89
ALSCO - AMERICAN LINEN DIVI	LBOI1613807	005292 062218	19.45
ALSCO - AMERICAN LINEN DIVI	LBOI1613809	005292 062218	48.47
ALSCO - AMERICAN LINEN DIVI	LBOI1621474	005292 072018	19.45
ALSCO - AMERICAN LINEN DIVI	LBOI1621476	005292 072018	48.47
CHATEAU DRUG CENTER	1928648	Paper Plate	11.36
PIPECO, INC.	S3111901.001	Galv Nipple	14.93
PIPECO, INC.	S3121361.001	Paint	113.34
TREASURE VALLEY COFFEE IN	2160.05572040	COFFEE/Creamer	58.80
TREASURE VALLEY COFFEE IN	2160.05614072	COFFEE/tea	63.94
TREASURE VALLEY COFFEE IN	2160:05572040	COFFEE/Creamer	58.80
63-4340-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	887574	3271 071518	.00
63-4340-3800 CHEMICALS			
GEM STATE WELDERS SUPPLY,I	E255863	CHLORINE	492.48
GEM STATE WELDERS SUPPLY,I	E255973	CHLORINE	492.48
GEM STATE WELDERS SUPPLY,I	E256037	CHLORINE	492.48
63-4340-4200 PROFESSIONAL SERVICES			
ARBOR CARE	39653	Warm Springs water Facility - Trees & Shrubs	70.00
ARBOR CARE	39654	North Water Facility - Trees	105.00
ARBOR CARE	39660	Red Fox Lane Pumphouse / Trees & Shrubs	225.00
IDAHO RURAL WATER ASSOCIA	13264	Dues - Gio Tognoni	525.00
NBS-NATIONAL BENEFIT SERVI	659686	FSA /HRA Plan	32.38
63-4340-4300 STATE & WA DISTRICT FEES			
PETROLEUM STORAGE TANK F	25247	Annual Renewal Statement	75.00
63-4340-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	2087250715 07	2087250715 070418	113.22
CENTURY LINK	2087255045 07	2087255045 070418	49.25
VERIZON WIRELESS	9810779356	965494438 071018	37.41
VERIZON WIRELESS	9810890685	9810890685 071318	130.41
COX WIRELESS	205188001 070	2051880001 070218	94.97
63-4340-5200 UTILITIES			
IDAHO POWER	2202458903 07	2202458903 072018	54.09
IDAHO POWER	2203658592 07	2203658592 072518	14,067.98
IDAHO POWER	2206786259 07	2206786259 072018	31.73
INTERMOUNTAIN GAS	32649330001 0	32649330001 072618	9.79
INTERMOUNTAIN GAS	32649330001 0	32649330001 072618	14.60
OHIO GULCH TRANSFER STATI	088598	Asphalt Dirt Lumber	2.80
OHIO GULCH TRANSFER STATI	089137	Asphalt Dirt Lumber	202.00
OHIO GULCH TRANSFER STATI	089163	Asphalt Dirt Lumber	228.00
63-4340-6000 REPAIR & MAINT-AUTO EQUIP			
LES SCHWAB	11700492663	Credit	44.01-
RIVER RUN AUTO PARTS	6538-130243	Matts	262.90
RIVER RUN AUTO PARTS	6538-130670	cordura	494.90
RIVER RUN AUTO PARTS	6538-130681	pvf 3012	7.99
RIVER RUN AUTO PARTS	6538-130880	AC Switch	19.90
RIVER RUN AUTO PARTS	6538-130888	Fuse/Refrigerant	16.63

Vendor Name	Invoice Number	Description	Net Invoice Amount
63-4340-6100 REPAIR & MAINT-MACH & EQUIP			
PIPECO, INC.	S3120269.001	400 Sage Rd raising curbe stop housing	6.65
RIVER RUN AUTO PARTS	6538-129855	Thread Lock	7.47
63-4340-6910 OTHER PURCHASED SERVICES			
ARBOR CARE	39414	North Water Facility - Trees	730.00
USA BLUEBOOK	623732	Leader Hose	101.95-
WEBB LANDSCAPING	442195	Irrigation	672.55
WEBB LANDSCAPING	443362	Irrigation	270.55
Total WATER EXPENDITURES:			20,406.79
WATER DEBT SERVICE EXPENDITRES			
63-4800-8300 DEBT SRVC ACCT PRINCIPAL-2015B			
ZIONS BANK	071918	Less funds on hand	30.01-
63-4800-8400 DEBT SRVC ACCT INTEREST-2015B			
ZIONS BANK	071918	Revenue Bond Series 2015B Interest	25,000.00
ZIONS BANK	071918	Revenue Bond Series 2015B	55,287.50
Total WATER DEBT SERVICE EXPENDITRES:			80,257.49
Total WATER FUND:			100,664.28
WATER CAPITAL IMPROVEMENT FUND			
WATER CIP EXPENDITURES			
64-4340-7800 CONSTRUCTION			
JOE'S BACKHOE SERVICES, INC.	232889	Emergency Repair to Cemetary Building	5,229.50
LUNCEFORD EXCAVATION, INC.	9019	Water Plant	330.69
LUNCEFORD EXCAVATION, INC.	9027	Stock Yard	141.48
LUTZ RENTALS	85200-0	Compactor	65.32
RIXON EXCAVATION	1035	Water Service	1,580.00
Total WATER CIP EXPENDITURES:			7,346.99
Total WATER CAPITAL IMPROVEMENT FUND:			7,346.99
WASTEWATER FUND			
WASTEWATER EXPENDITURES			
65-4350-2500 HEALTH INSURANCE-CITY			
STARLEY-LEAVITT INS. AGENC	567546	Service Fee	76.50
65-4350-2505 HEALTH REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP194551	DCA/FSA/HRA/HRAVIS	663.29
65-4350-2515 VISION REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP194551	DCA/FSA/HRA/HRAVIS	372.98
65-4350-3100 OFFICE SUPPLIES & POSTAGE			
UNIFIED OFFICE SERVICES	256439	Office Supplies	4.06
65-4350-3200 OPERATING SUPPLIES			
ALSCO - AMERICAN LINEN DIVI	LBO11609793	005292 060818	86.96
ALSCO - AMERICAN LINEN DIVI	LBO11613807	005292 062218	19.45

Vendor Name	Invoice Number	Description	Net Invoice Amount
ALSCO - AMERICAN LINEN DIVI	LBO11613808	005292 062218	86.96
ALSCO - AMERICAN LINEN DIVI	LBO11621474	005292 072018	19.45
ALSCO - AMERICAN LINEN DIVI	LBO11621475	005292 072018	86.96
TREASURE VALLEY COFFEE IN	2160.05633049	vitamin drink/coffe/	52.77
TREASURE VALLEY COFFEE IN	2160.05653607	vitamin drink/coffe/	66.12
UPS STORE #2444	3850	3850 shipping 060618	10.66
UPS STORE #2444	3871	3871 shipping 061318	10.01
UPS STORE #2444	3908	3908 shipping 062018	10.01
UPS STORE #2444	3941	3941 shipping 062718	10.59
65-4350-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	887573	37270 071518	120.90
65-4350-3800 CHEMICALS			
THATCHER COMPANY, Inc.	1445936	Chlorine	1,083.50
65-4350-4200 PROFESSIONAL SERVICES			
ARBOR CARE	39659	Trees & Shrubs	100.00
NBS-NATIONAL BENEFIT SERVI	659686	FSA /HRA Plan	35.48
65-4350-4900 PERSONNEL TRAINING/TRAVEL/MTG			
IDAHO BUREAU OF OCCUPATIO	JEFF LEAMO	Licensure Renewal - Jeff Leamon	120.00
65-4350-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	2087268953 07	2087268953 071318	49.49
VERIZON WIRELESS	9810779356	965494438 071018	37.41
VERIZON WIRELESS	9810779356	965494438 071018	26.49
COX WIRELESS	205188001 070	2051880001 070118	94.98
65-4350-5200 UTILITIES			
IDAHO POWER	2202158701 07	2202158701 071318	8,454.59
IDAHO POWER	2202703357 07	2202703357 072018	50.92
IDAHO POWER	2206786259 07	2206786259 072018	31.73
INTERMOUNTAIN GAS	32649330001 0	32649330001 072618	9.79
INTERMOUNTAIN GAS	32649330001 0	32649330001 072618	10.99
65-4350-6000 REPAIR & MAINT-AUTO EQUIP			
NAPA AUTO PARTS	940450	Napa Quart 5w20	13.14
NAPA AUTO PARTS	941128	2007 Ford Explorer Parts	130.06
NAPA AUTO PARTS	941552	Mercon V Atf	53.64
65-4350-6100 REPAIR & MAINT-MACH & EQUIP			
COLUMBIA ELECTRIC SUPPLY	8819-561000	Human Interface MOD/Power Flex	831.25
PIPECO, INC.	S3112597.001	valve box	19.05
WOOD RIVER WELDING, INC.	170746	cutting flat bar	11.12
WESCO AUTO BODY PAINT & S	036PC8237	Refill	227.70
65-4350-6900 COLLECTION SYSTEM SERVICES/CHA			
A.C. HOUSTON LUMBER CO.	014-781456	Roofing Felt	60.14
Total WASTEWATER EXPENDITURES:			13,149.14
WASTEWATER DEBT SERVICE EXP			
65-4800-8300 DEBT SRVC ACCT PRNCPL-2014C			
ZIONS BANK	071918.1	Less funds on hand	20.45-
ZIONS BANK	071918.1	Revenue bond Series 2014C - Principal	180,000.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
65-4800-8400 DEBT SRVC ACCT INTEREST-2014C			
ZIONS BANK	071918.1	Revenue bond Series 2014C Interest	37,450.00
Total WASTEWATER DEBT SERVICE EXP:			217,429.55
Total WASTEWATER FUND:			230,578.69
WASTEWATER CAPITAL IMPROVE FND			
WASTEWATER CIP EXPENDITURES			
67-4350-7810 HEADWORKS CONSTR. & EQUIP.			
HDR ENGINEERING, INC.	1200134158	Contract #20175	34,188.93
RSCI	002	Contract 20167 - SVWSD Headworks Improvements	141,454.43
Total WASTEWATER CIP EXPENDITURES:			175,643.36
Total WASTEWATER CAPITAL IMPROVE FND:			175,643.36
PARKS/REC DEV TRUST FUND			
PARKS/REC TRUST EXPENDITURES			
93-4900-6800 KETCHUM ARTS COMMISSION			
GAIL SEVERN GALLERY	916640	Installed Artwork	113.75
LUMA, LLC	080118	CONTRACT #20181 - The Great Ketchum Toss Up	1,100.00
93-4900-7200 JAZZ IN THE PARK			
WILL CALDWELL PRODUCTION	080218	Jazz in the Park	1,500.00
93-4900-7300 KETCH'EM ALIVE			
WILL CALDWELL PRODUCTION	080218	Ketch'em Alive	6,000.00
Total PARKS/REC TRUST EXPENDITURES:			8,713.75
Total PARKS/REC DEV TRUST FUND:			8,713.75
Grand Totals:			1,110,814.16

Report Criteria:

Invoices with totals above \$0 included.
 Paid and unpaid invoices included.
 [Report].GL Account Number = "0110000000"- "9549009999", "9910000000"- "9911810000"



City of Ketchum

August 6, 2018

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Alcohol Beverage Licenses

Recommendation and Summary

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

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

The reasons for the recommendation are as follows:

- Ketchum Municipal Code Requires certain licenses to sell liquor, beer or wine.
- The City of Ketchum will realize revenue of approximately \$250 from approval of these licenses in accordance with the current fee structure

Introduction and History

In accordance with Municipal Code 5.04.020, Alcoholic Beverage Sales, it is unlawful for any person to sell liquor, beer, or wine at retail or by the drink within the City without certain licenses as required pursuant to Ordinance 367. All City licenses for liquor, beer, and wine expire annually and require renewal by August 1st. The businesses will be vending beer, wine and liquor on premise (wine is included in the liquor) per application.

Analysis

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

<u>Company</u>	<u>Beer Consumed on Premises</u>	<u>Beer Not to be Consumed on Premises</u>	<u>Wine Consumed on Premises</u>	<u>Wine Not to be Consumed on Premises</u>	<u>Liquor</u>	<u>Approved by Council for 2018-19</u>	<u>Total Amount of Fees</u>
Fox Creek Realty		X		X		8/6/2018	250

Sincerely,

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



City of Ketchum

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

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

APPLICANT INFORMATION		
Applicant Name: <u>Fox Creek Realty LLC</u>	Doing Business As: <u>Fox Creek Wines</u>	
Physical Address where license will be displayed: <u>360 East Ave of 500 Ketchum, ID 83340</u>		
Mailing Address: <u>PO Box 739 Ketchum, ID 83340</u>		
Recorded Owner of Property: <u>Rolltide LLC</u>		
Applicant Phone Number: <u>208 720 4342</u>	Applicant Email: <u>foxcreekreality@gmail.com</u>	
STATE LICENSE NO: <u>16355</u> (copy required)	COUNTY LICENSE NO: <u>116</u> (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 type="checkbox"/> No <input type="checkbox"/>	List names and addresses of corporation officers and/or partners: <u>Maroux Lunceford</u> <u>Jonathan Lunceford</u> <u>139 Bird Dr. #22</u> <u>Ketchum, ID 83340</u>	
BEER LICENSE FEES		
<input type="checkbox"/>	Draft or Bottled or Canned Beer to be consumed on premises	\$200.00
<input checked="" 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 checked="" type="checkbox"/>	Wine, NOT to be consumed on premises	\$200.00
LIQUOR LICENSE FEES		
<input type="checkbox"/>	Liquor by the Drink	\$560.00
Total Fees Due		<u>\$ 250.-</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.

May + JPL owner
Applicant Signature Relation to Business

7/10/18
Date

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

Hutton Schwabinger
Notary Public or City Clerk or Deputy

OFFICIAL USE ONLY		
Date Received: <u>7-18-18</u>	License Fee Paid: <u>\$ 250</u>	License No: <u>1743 A</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 August 1, <u>18</u> - July 31, <u>19</u> .		
Approved by City of Ketchum Idaho by;		
_____ Mayor		

August, 18



City of Ketchum

August 6, 2018

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

**Recommendation to approve Resolution No. 18-024 declaring certain
Property of the city to be surplus; and authorizing and directing the disposal of the surplus property.**

Recommendation and Summary

Staff is recommending the Council adopt Resolution 18-024 declaring certain property of the City to be surplus and authorizing disposal with the following motion:

"I move to adopt Resolution 18-024 declaring certain personal property in exhibit A as surplus, and authorizing staff to dispose of any items that cannot otherwise be auctioned or donated."

The reasons for the recommendation are as follows:

- City staff continuously review City-owned assets that are no longer used or are reaching the end of life to determine if they are surplus and can be disposed of.

Introduction and History

The City of Ketchum continuously reviews assets owned and managed by the City. When assets are no longer in use, or are reaching the end of their useful life, the Administrative Services Department works with other departments to develop a list of items that are no longer in current use. The City of Ketchum's policy is to sell, donate, or dispose of surplus property.

Analysis

When the City purchased a new pick-up truck in the Water Department Division, the old Water Department truck was sent to the Facilities Maintenance Division. This transfer is allowing the Facilities Maintenance Division to retire its oldest and least reliable vehicle.

Similarly, a new Police vehicle has been purchased. As a result, the oldest Police vehicle will be surplus.

Financial Impact

To the extent that the City is able to auction the vehicles, a small revenue gain may occur.

Attachments

- Attachment A: Resolution 18-024

RESOLUTION NO. 18-024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO RELATING TO SURPLUS PERSONAL PROPERTY; DECLARING CERTAIN PERSONAL PROPERTY OF THE CITY TO BE SURPLUS; AUTHORIZING AND DIRECTING THE DISPOSAL OF THE SURPLUS PROPERTY; PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Ketchum, Idaho (“City”) has acquired certain personal property for the purpose of carrying out services in the public interest; and

WHEREAS, certain items of personal property of the City have become damaged beyond repair or obsolete and are no longer needed by the City; and

WHEREAS, the City Council has deemed it unnecessary to maintain ownership of surplus personal property specifically listed and described in **Exhibit A** attached hereto and by this reference incorporated herein (“surplus property”); and

WHEREAS, the City Council desires to dispose of the surplus property listed in **Exhibit A**.

NOW, THEREFORE, it is hereby RESOLVED by the City Council of the City of Ketchum, Idaho as follows:

Section 1: The City Council finds and declares that the City no longer has a use for the property listed and described in **Exhibit A**. The City Council further finds and declares that the property is surplus and has minimal saleable value because of condition or obsolescence.

Section 2: The City Clerk is hereby authorized to dispose of the surplus property.

Section 3: This Resolution shall take effect and be in force immediately upon its passage and approval.

Passed and approved this 6th day of August 2018.

CITY OF KETCHUM

Neil Bradshaw, Mayor

ATTEST

Robin Crotty, City Clerk

Exhibit A

Surplus Vehicle List

Make	Model	Year	Vin
Ford	Expedition	2012	1FMJU1G59CEF00984
Chevrolet	Cheyenne	1996	1GCEK19M9TE124142



City of Ketchum
City Hall

August 6, 2018

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Authorization and Approval of Agreement #20215 with Artist Karen Jacobsen

Recommendation and Summary

Staff is recommending Council to approve Agreement #20215 with artist Karen Jacobsen for a Cover Art project on the Saddle Road bus shelter adjacent to Thunder Springs Condominiums.

“I move to approve Agreement #20215 with artist Karen Jacobsen.”

The reason for the recommendation is as follows:

- The Ketchum Arts Commission (KAC) makes recommendations to City Council for the placement of public art. Agreements with artists are approved by City Council.

Introduction and History

In its Conditional Use Permit Planned Unit Development Agreement, Thunder Spring LLC was required to upgrade the bus stop adjacent to the property on Saddle Road by constructing a bus pull-out and shelter. KAC included a Cover Art project on this bus shelter in its FY2018 budget.

Karen Jacobsen is an artist who was commissioned for artistic elements on the bus shelter at the intersection of Saddle Road and Northwood Way in 2016. This year, Jacobsen was commissioned by KAC for the artistic elements on a second bus shelter, located on Saddle Road adjacent to Thunder Spring Condominiums.

The artist provided three designs. KAC selected the attached.

Financial Impact

Funding for this project will be expensed from the KAC FY2018 budget.

Sincerely,

Lisa Enourato
Assistant City Administrator

Attachments:

Agreement #20215
Selected Art



City of Ketchum

INDEPENDENT CONTRACTOR AGREEMENT #20215 WITH KAREN JACOBSEN

THIS AGREEMENT made and entered this ___ day of ___ 2018, by and between the CITY OF KETCHUM, IDAHO, P.O. Box 2315, 480 East Ave. N. Ketchum, Idaho 83340, a municipal corporation (hereinafter referred to as "City"), and KAREN JACOBSEN, 232 Bitterroot Road, Sun Valley, ID 83353 (hereinafter referred to as "Artist").

FINDINGS

1. The City is a municipal corporation duly organized and existing under the laws of the State of Idaho.
2. Pursuant to Idaho Code §50-301 and §50-302, The City is empowered to enter into contracts and take such steps as are reasonably necessary to maintain the peace, good government and welfare of the City.
3. Artist desires to enter into an Agreement with the City to provide such services consistent with the terms and conditions below.

NOW, THEREFORE, the parties hereto covenant and agree as follows:

1. **Description of Services.** Artist has agreed to provide artwork to be placed on the bus shelter at Thunder Spring Condominiums on Saddle Road, Ketchum, ID.
2. **Payment for Services.** In exchange for the Services, the City shall pay Artist a fee of One Thousand Dollars (\$1,000) upon receipt of artwork and approval by the Ketchum Arts Commission.
3. **Terms.** The work submitted by the Artist is original, solely owned by the Artist and reproduction will not violate the rights of any third party. The Artist shall not make any additional, exact duplicate reproductions of the final design and dimension, nor shall the Artist grant to a third party the right to replicate the artistic designs and dimensions of the artwork, without the written permission of the City.

The accepted digital artwork developed under this contract shall be the exclusive property of the City of Ketchum. Artist retains ownership of original work of art from which digital artwork was developed (unless artwork exists solely in digital form).

Artist retains all rights to the artwork pursuant to the Copyright Act of 1976. The Artist grants to the City of Ketchum an unlimited, non-exclusive and irrevocable license to make reproductions of the artwork and the final designs to be used in brochures, media, publicity, marketing, social media, and catalogs or other similar, publications.

The artwork is intended to remain in place indefinitely; however, the artwork may be removed at any time without notification of the Artist to accommodate bus shelter replacement or repair. The City of Ketchum is not responsible for any third-party infringement of Artist's copyright and not responsible for protecting the intellectual property rights of Artist.

4. **Independent Contractor.** In all matters relating to this Agreement, Artist shall be acting as an independent contractor. The Artist 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 Artist shall assume all liabilities and obligations imposed by any one or more of such laws. Artist shall not have any authority to assume or create any obligations, express or implied, on behalf of the City.
5. **Nonassignment.** This Agreement, in whole or in part, shall not be assigned or transferred by Artist to any other party except upon the prior written consent of the City and approved by the Ketchum City Council.
6. **Indemnification.** Artist 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 Artist, Artist's agents, employees, or representatives under this Agreement.
7. **Insurance.** The City and Artist 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.
8. **Succession.** This Agreement shall be binding upon all successors in interest of either party hereto.
9. **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 this Agreement on behalf of the entity for which they have signed.

CITY OF KETCHUM

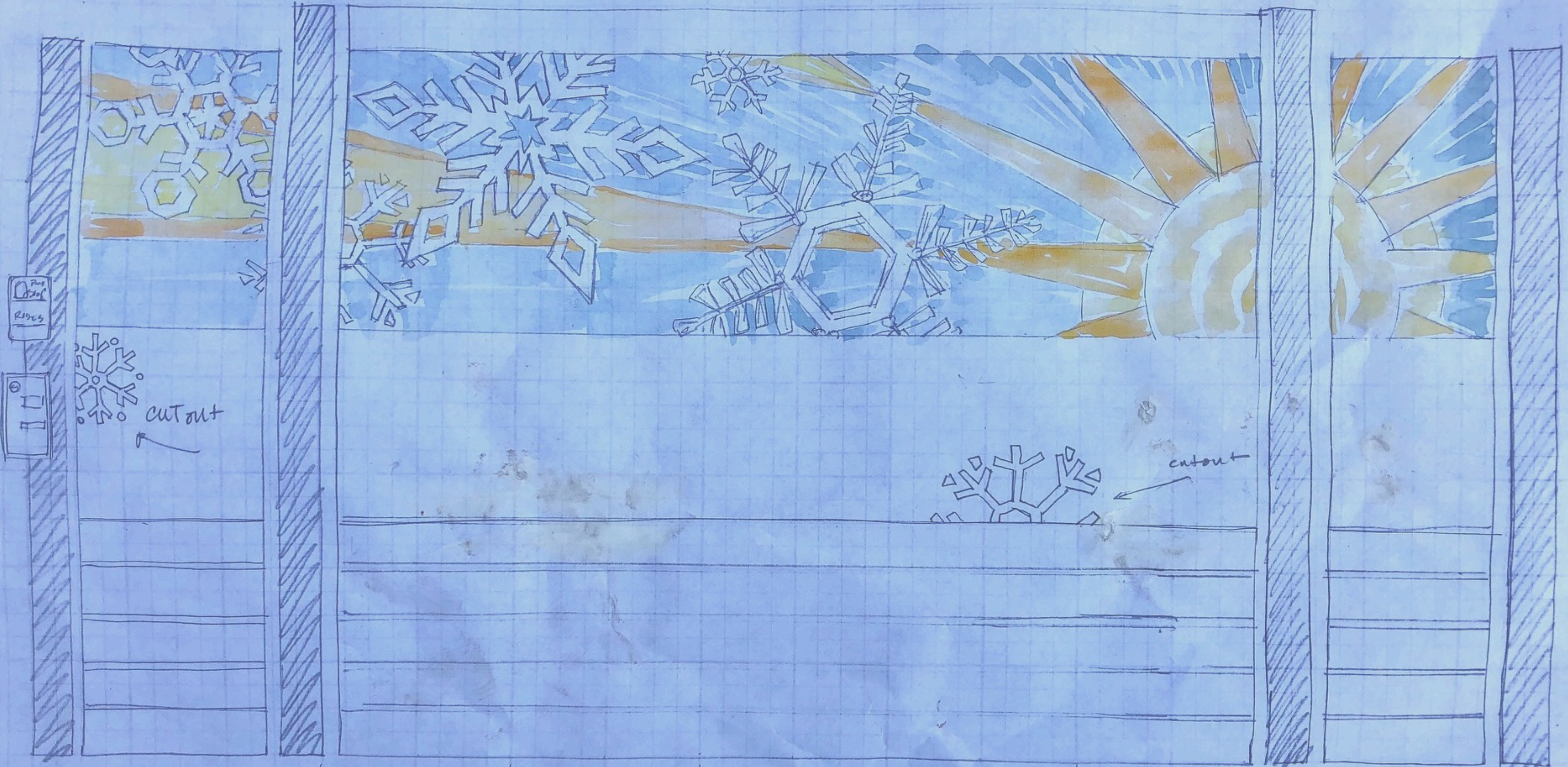
KAREN JACOBSEN, ARTIST

Neil Bradshaw, Mayor

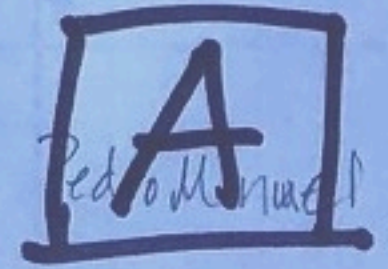
Karen Jacobsen

ATTEST:

Robin Crotty
City Clerk



3' Banner print



← Post
← Sides
← Post



City of Ketchum
City Hall

August 6, 2018

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Authorization and Approval of Agreement #20221 with Bobby Tanner for Wagon Days

Recommendation and Summary

Staff is recommending Council to approve Agreement #20221, the 2018 Wagon Days agreement with Bobby Tanner.

“I move to approve Agreement #20221 with Bobby Tanner for 2018 Wagon Days.”

The reasons for the recommendation are as follows:

- The City of Ketchum desires to promote business by enhancing the visitor and resident experience in the Ketchum/Sun Valley area with the Ketchum Wagon Days Weekend event (“Wagon Days”). Accordingly, the City has determined that Wagon Days serves a public purpose and is a benefit to its citizens.
- Bobby Tanner is highly skilled, has unique abilities and is experienced in operating an authentic jerkline hitch at the annual Wagon Days Parade.

Introduction and History

Bobby Tanner has led the Lewis Ore Wagons in the Big Hitch Parade with his 20-mule jerk line for over 15 years. Tanner will provide mules, equipment, and personnel necessary for the jerk line hitch at the 2018 Wagon Days Parade.

Financial Impact

All costs associated with the Tanner contract are funded from the Wagon Days budget.

Sincerely,

Lisa Enourato
Assistant City Administrator

Attachments:

Bobby Tanner Contract



City of Ketchum
City Hall

Independent Contractor Agreement #20221 with Bobby Tanner

This AGREEMENT made and entered into this _____ day of _____ 2018 by and between the City of Ketchum, an Idaho municipal corporation (herein referred to as "Ketchum") and Bobby Tanner, an individual (herein referred to as "Tanner").

RECITALS

WHEREAS, pursuant to Idaho Code Sections 50-301, 50-302, 50-303 and 50-304, Ketchum has the authority to enter into contracts for services reasonably necessary to maintain the peace and promote the public health, safety and welfare of Ketchum's residents and visitors and to maintain and promote Ketchum's trade, commerce, and industry; and

WHEREAS, Bobby Tanner is highly skilled, has unique abilities, and is experienced in operating an authentic jerk line hitch at the annual Wagon Days Parade; and

WHEREAS, Ketchum desires to contract with Bobby Tanner for professional services to provide the mules, equipment and personnel necessary for the jerk line hitch at the 2018 Wagon Days Parade; and

WHEREAS, Bobby Tanner desires to contract with Ketchum to provide said professional services.

AGREEMENT

NOW, THEREFORE, the parties hereto covenant and agree as follows:

1. **Incorporation of Recitals.** The Recitals set forth herein above are hereby incorporated into and made an integral part of this Agreement.
2. **The Services.** Tanner, as an independent contractor, hereby covenants and agrees to provide the professional services for the City of Ketchum, Idaho, as set forth in Exhibit A, attached hereto and made a part hereof by reference, for the period from the date of this Agreement through September 30, 2018. Contractor shall provide, at its sole expense, all costs of labor, materials, supplies, business overhead and financial expenses, insurance, all necessary equipment and facilities to provide the professional services as set forth in this Agreement.
3. **Consideration.** Ketchum agrees to pay Contractor the sum of TWENTY-TWO THOUSAND ONE HUNDRED AND EIGHTY DOLLARS (\$22,180) for the services to be provided. In addition to the above sum, Tanner may request mileage reimbursement if fuel costs exceed \$3.75 per gallon for travel costs at the adopted federal rate in effect at the date of reimbursement request.

Ketchum will also provide two (2) experienced persons to ride horses ahead of the team to widen the path, with a special effort at the corner of Main Street and Sun Valley Road; six (6) historic ore wagons in usable condition with operable brakes; five (5) brake persons for the wagons; feed and lodging for the hitch mules and outrider horses; and lodging for the hitch driver and outriders.

4. **Time of Performance.** Tanner shall provide the Services in a professional and timely manner.
5. **Cancellation.** Either party may cancel this agreement due to unforeseeable circumstances which may include but are not limited to, acts of God, transportation delays, acts of terrorism or military action that are directly related to the success of the Event and that occur in or directly affect the area in which the Event occurs. Neither party may cancel without cause. If either Sponsor or Speaker cancels with 90 days or less notice for reasons other than unforeseeable circumstances, the other party shall be entitled to recover its incurred costs.
6. **Independent Contractor.** Ketchum and Tanner here by agree that Tanner shall perform the Services as an independent contractor and not as employee or agent of Ketchum. The Parties do not intend to create through this Agreement any partnership, corporation, employer/employee relationship, joint venture or other business entity or relationship other than that of independent contractor. Tanner, its managers, members, directors, officers, shareholders, agents and employees shall not receive nor be entitled to any employment-related benefits from Ketchum including without limitation, workers compensation insurance, unemployment insurance, health insurance, retirement benefits or any benefit that Ketchum offers to its employees. Tanner shall be solely responsible for the payment of all payroll and withholding taxes for amounts paid to Tanner under this Agreement and for Tanner's payments for work performed in performance of this Agreement by Tanner's managers, members, directors, officers, shareholders, agents and employees: and Tanner hereby releases, holds harmless and agrees to indemnify Ketchum from and against any and all claims or penalties including without limitation the 100% penalty, which in any manner relates to or arises from any failure to pay such payroll or withholding taxes.
7. **Insurance.** The Contractor shall obtain and maintain at all times during the term of this Agreement a policy of comprehensive general and contractual liability insurance providing for prudent limits, but in no event shall such insurance have limits of less than ONE MILLION DOLLARS (\$1,000,000.00) for personal injury or death to any number of persons, for any single occurrence. The Contractor shall provide the City with proof of insurance prior to August 15, 2018. Additionally, Ketchum agrees to provide general liability insurance in an amount not to exceed FIVE HUNDRED THOUSAND DOLLARS (\$500,000).
8. **Compliance with Laws.** Tanner, its managers, members, directors, officers, shareholders, agents and employees shall comply with all federal, state and local laws, rules and ordinances. This Agreement does not relieve Tanner of any obligation or responsibility imposed upon Tanner by law.

9. **Notice.** All notices, requests, demands or other communication required or provided for under *this* Agreement, other than instructions given by Ketchum pursuant to Paragraph 2 herein above shall be in writing. Notices to Ketchum and Tanner shall be addressed as follows:

10.

KETCHUM:

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

TANNER:

Bobby Tanner
2424 Longview Drive
Bishop, CA 93514

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

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

13. **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 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.

14. **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.

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

16. **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.

17. **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 instruments.

18. **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 hereto caused this Agreement to be executed on this day and year first written above.

CITY OF KETCHUM

BOBBY TANNER

Neil Bradshaw, Mayor

Bobby Tanner

ATTEST:

Robin Crotty
City Clerk

EXHIBIT A

Tanner will provide the following services for the City of Ketchum during the 2018 Wagon Days Parade:

Authentic jerk line hitch of twenty (20) matched mules plus one (1) additional mule to guarantee a complete hitch for the Wagon Days Parade. The mules average approximately fifteen (15) hands and twelve hundred (1,200) pounds each. The hitch is controlled solely by a jerk line to the left lead mule and a jockey stick from the line mule (or the left lead mule) to the off leader. The hitch will have three (3) teams of pointers to step across (or jump over) the fifth (5th) chain to ensure proper turning. The jerk line hitch of twenty (20) matched mules will be driven and worked as a team by Tanner or his designated driver prior to the Wagon Days Parade.

- All singletrees with spreaders, fifth (5th) chain, all harnesses and necessary rigging.
- All mules and outrider horses clean, healthy and in top presentable parade condition.
- Two (2) to four (4) experienced outriders with appropriate matching outfits and matching horses.
- One (1) experienced driver and one (1) brake person for the lead wagon.
- All or part of the hitch will be available on the Friday prior to the Wagon Days Parade to be driven with the wagons to be pulled in the Wagon Days Parade and a demonstration of all or part of the hitch and jerk line will be available.
- Photos of the hitch with the mules, outriders, and outrider horses will be made available to Contractor for publicity of the Wagon Days Parade.



City of Ketchum
City Hall

August 6, 2018

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Authorization and Approval of Lease Agreement #20228 with Sun Valley Company for Wagon Days

Recommendation and Summary

Staff is recommending Council to approve Agreement #20228, the lease agreement with Sun Valley Company for the use of premises necessary for Wagon Days.

“I move to approve Lease Agreement #20228 with Sun Valley Company.”

The reasons for the recommendation are as follows:

- The City of Ketchum desires to promote business by enhancing the visitor and resident experience in the Ketchum/Sun Valley area with the Ketchum Wagon Days Weekend event (“Wagon Days”). Accordingly, the City has determined that Wagon Days serves a public purpose and is a benefit to its citizens.
- The city contracts annually with Sun Valley Company to lease certain property for Wagon Days.

Introduction and History

Sun Valley Company leases its premises on Sun Valley Road for pasture and grazing and the River Run Upper Parking Lot for RV camping annually for Wagon Days activities.

Financial Impact

All costs associated with the lease with Sun Valley Company are funded from the Wagon Days budget.

Sincerely,

Lisa Enourato
Assistant City Administrator

Attachments:

Lease Agreement #20228

LEASE AGREEMENT #20228 WITH SUN VALLEY COMPANY FOR WAGON DAYS

THIS LEASE AGREEMENT (“Lease”) is made and entered into this ____ day of _____ 2018, by and between Sun Valley Company, a Wyoming corporation (“Lessor”) and the City of Ketchum, an Idaho municipal corporation (“Lessee”).

WHEREAS, Lessor is the owner of certain real property and improvements thereon as more particularly described in the attached Exhibit A (“**Premises**”); and

WHEREAS, Lessor desires to lease all of such Premises to Lessee and Lessee desires to take under lease all of such Premises from Lessor upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants, obligations and promises herein contained, the parties hereto agree as follows:

ARTICLE I
Premises and Term

Lessor, for and in consideration of the rent, covenants, agreements and conditions hereinafter set forth to be kept and performed by Lessee, hereby leases the Premises to Lessee.

This Lease shall commence on August 30th, 2018 and shall terminate on September 3rd, 2018.

ARTICLE II
Rent

Lessee agrees to pay Lessor rental for Premises as follows: One Dollar (\$1.00) for the use of symphony parking lot across from Pavilion, pasture located on the east side of Sun Valley Road for pasture and grazing commencing at the red barn landmark and ending at Bitterroot Road for storage of non-motorized vehicles, trailers and grazing of livestock; and 25% of all profits generated from charging RVs to Park at the River Run Upper Parking Lot. Any usage fees in connection with permitted uses shall not be considered an assignment or sublease for purposes of this Agreement.

ARTICLE III
Use of Premises

It is covenanted and agreed that the Premises may be used for storage of non-motorized vehicles, trailers and grazing of livestock in designated pasture area, use of River Run Upper Parking Lot for RV parking, and for any other use approved in writing, in advance, by the Lessor.

Lessee shall not use the Premises in any manner that will render void any insurance carried by Lessor on the Premises.

Lessee shall not use the Premises for any purpose that violates any federal, state, county, or municipal statute or ordinance, or of any regulation, order, or directive of any governmental agency concerning the use and/or safety of the Premises.

ARTICLE IV
Assignment and Sublease

Lessee will not assign or in any manner transfer this Lease or any interest therein and will not suffer or permit any assignment thereof by operation of law or sublet the Premises hereby leased, or any part thereof, or allow anyone to take over the Premises or this Lease with, through or under Lessee without the written consent of Lessor. The giving of any such consent shall not release or discharge Lessee from the performance of its duties and obligations. The granting of such written consent shall not be deemed to waive the requirement of prior consent for any subsequent or additional assignments or subleases.

ARTICLE V
Liability

It is expressly understood that Lessee has fully inspected the Property and accepts the Property in their present condition. Lessee further agrees to accept all liability for the Property during the entire term of this Lease.

ARTICLE VI
Compliance with Laws/Public Records

Lessor, its agents and employees shall comply with all federal, state and local laws, rules and ordinances. This Agreement does not relieve Lessor of any obligation or responsibility imposed upon Lessor by law. Without limitation, Lessor 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 Lessor for Lessee regardless of physical form or characteristics may be public records pursuant to Idaho Code.

ARTICLE VII
Repairs and Maintenance

It is expressly understood that Lessee accepts the Premises in their present condition. Lessee agrees to make and pay for all ordinary repairs to the interior of the Premises connected with Lessee's use of the Premises. Lessee agrees to make and pay for all ordinary repairs of mechanical equipment on the Premises connected with Lessee's use of the Premises.

Lessee assumes all liability for and Lessor shall not be held liable for injury, loss or damage to persons or property occurring on the Premises during the term of this lease.

Lessor, for itself and its agents, reserves the right to enter the Premises at all reasonable times during the term of this Lease for the purpose of (a) examining and inspecting the same; (b)

making such repairs thereto as Lessor may deem necessary or desirable. Lessor will retain responsibility and liability for any of its own such actions.

ARTICLE VIII
Public Liability Insurance

Lessee agrees to provide and keep in force during the term of this Lease general liability policies of insurance in an amount no less than Five Hundred Thousand Dollars (\$500,000) per occurrence, in standard form, reasonably satisfactory to Lessor, insuring Lessee against any liability that may accrue on account of any occurrences in or about the Premises during the term of this Lease, or in consequence of Lessee's occupancy thereof, or for Lessee's contractual liability under this Lease, and resulting in personal injury or death or property damage. Lessee shall furnish Lessor with a certificate or certificates of insurance covering such insurance so maintained by Lessee, stipulating that such insurance shall not be cancelled without notice in advance to Lessor.

ARTICLE IX
Fire Insurance

Lessee shall keep the real property and any improvements used for the purpose of Wagon Days insured against loss or damage by fire and the perils commonly covered under the standard extended coverage endorsement to the extent of the replacement value thereon.

ARTICLE X
Default by Lessee

If any one or more of the following events ("**Default**") shall happen and be continuing, namely:

A. Lessee shall fail to pay any rent or other sum of money to Lessor when the same is due and such failure continues for Five (5) days after Lessor has given Lessee written notice thereof;

B. Lessee shall default in the performance of any of the terms or provisions of this Lease (other than the payment of rent or other sum of money) and shall fail to cure such default within Thirty (30) days after notice thereof is given;

Then, and in any of such events of Default, Lessor shall have the immediate right to re-enter the Premises and expel Lessee or any person, or persons occupying the same, with or without legal process, and in any such event, Lessee agrees to peacefully and quietly yield up and surrender the Premises to Lessor. Lessor shall also have the right to pursue all other legal and equitable remedies.

ARTICLE XI
Surrender of Possession

Upon the termination of this Lease, whether by reason of lapse of time, cancellation, forfeiture or otherwise, or upon any uncured default by Lessee as hereinabove defined, Lessee shall immediately surrender and deliver to Lessor possession of the Premises and all appurtenances thereto in good condition and repair and shall repair any damages to the Premises that occurred during the term of this Lease.

ARTICLE XII
Waiver of Breach

No waiver of any breach or breaches of any covenant or condition herein contained shall operate as a waiver of any breach of any other covenant or condition herein contained, or as the waiver of any subsequent breach of the same covenant or condition.

ARTICLE XIII
Costs and Attorneys Fees

The costs, including reasonable attorneys' fees, of any action brought to enforce any of the terms or provisions of this Lease, shall be borne by the party adjudged by the Court to have violated any of the terms or provisions of this Lease.

ARTICLE XIV
Miscellaneous Provisions

The headings of the several Articles and sections contained herein are for convenience only, and do not define, limit or construe the contents of such Articles and sections.

The various rights and remedies herein contained and reserved to each of the parties, except as herein otherwise expressly provided, shall not be considered as exclusive of any other right or remedy of such party; but shall be construed as cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission of the right to exercise any power or remedy by either party shall impair any such right, power or remedy, or be construed as a waiver of any default or nonperformance, or as acquiescence therein.

This Lease is and shall be considered to be the only agreement and understanding between the parties hereto with respect to the subject matter hereof. All negotiations and oral agreements acceptable to both parties have been incorporated herein. It may not be amended or modified by any act or conduct of the parties, or by oral agreement, unless reduced to writing.

All of the rights and obligations of the parties under this Lease shall bind, and the benefit shall inure to, their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, this Lease has been executed the day, month and year first above written.

LESSOR:
Sun Valley Company,
A Wyoming corporation

LESSEE:
City of Ketchum,
An Idaho Municipal Corporation

By: _____
Its: _____

By: _____
Its: City Administrator

Attest:

Robin Crotty, City Clerk

EXHIBIT A
DESCRIPTION OF PREMISES

- Pastures located on the east side of Sun Valley Road commencing at the red barn landmark and ending at Bitterroot Road.
- Symphony parking area located south of Dollar Road across the street from the Pavilion
- River Run upper parking lot only, excluding VIP and Lower River Run parking lots.



City of Ketchum

August 6, 2018

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Approve Encroachment Agreement 20216 With Doug Webb

Recommendation and Summary

Staff is recommending the council approve the attached Encroachment Agreement and adopt the following motion:

I move to authorize the Mayor to approve the Encroachment Agreement 20216 with Doug Webb for the property located at 191 Eighth Street.

The reasons for the recommendation are as follows:

- The improvements were agreed to by City staff and will not impact use of the street.
- The City retains the right to reclaim the area in the event the area is needed for other purposes.

Introduction and History

Doug Webb is requesting to retain improvements made in the public right of way associated with the construction of a new building at 191 Eighth Street as identified in Exhibit A to the Encroachment Agreement.

Analysis

As conditioned, the proposed encroachments will not interfere with pedestrian access on the sidewalk, the parking spaces will be accessible to the general public and a sign will be installed identifying the spaces as public parking.

Financial Impact

There is no financial impact as a result of this encroachment.

Attachments:

Encroachment Agreement 20216

WHEN RECORDED, PLEASE RETURN TO:

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

RIGHT-OF-WAY ENCROACHMENT AGREEMENT 20216

THIS AGREEMENT, made and entered into this 6th day of August, 2018, by and between DOUG WEBB, (collectively referred to as "Owner"), whose address is PO BOX 444 Sun Valley, ID 83353 and the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho.

RECITALS

WHEREAS, Owner is the owner of real property described as 191 Eighth Street ("Subject Property"), located within the City of Ketchum, State of Idaho; and

WHEREAS, Owner wishes to permit placement of parking, landscaping, and walkways within the public right-of-way, and such 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;

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 maintain the Improvements identified in Exhibit "A" within the public rights-of-way in the Eighth Street rights-of-way located adjacent to the real property described as 191 Eighth Street Street Ketchum, Idaho, until notified by Ketchum to remove all or a portion of the improvements.
2. Parking spaces shall be marked for compact or mid-size vehicle parking only and signage shall be installed.
3. The 4 perpendicular parking spaces encroaching into the public right of way shall be signed as available for public parking.
4. The parking spaces shall not be numbered, any existing numbering shall be removed.
5. Owner shall be responsible for the maintenance of said Improvements.

6. 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.

7. 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.

8. 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.

9. This Agreement shall be a covenant running with the Subject Property 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.

10. 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.

11. 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.

12. 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.

13. 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.

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

15. 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: _____

Doug Webb

Neil Bradshaw, Mayor

ATTEST:

Robin Crotty
City Clerk

STATE OF _____,)
) ss.
 County of _____.)

On this ____ day of _____, 2018, before me, the undersigned Notary Public in and for said State, personally appeared DOUG WEBB, 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 _____,)
) ss.
 County of _____.)

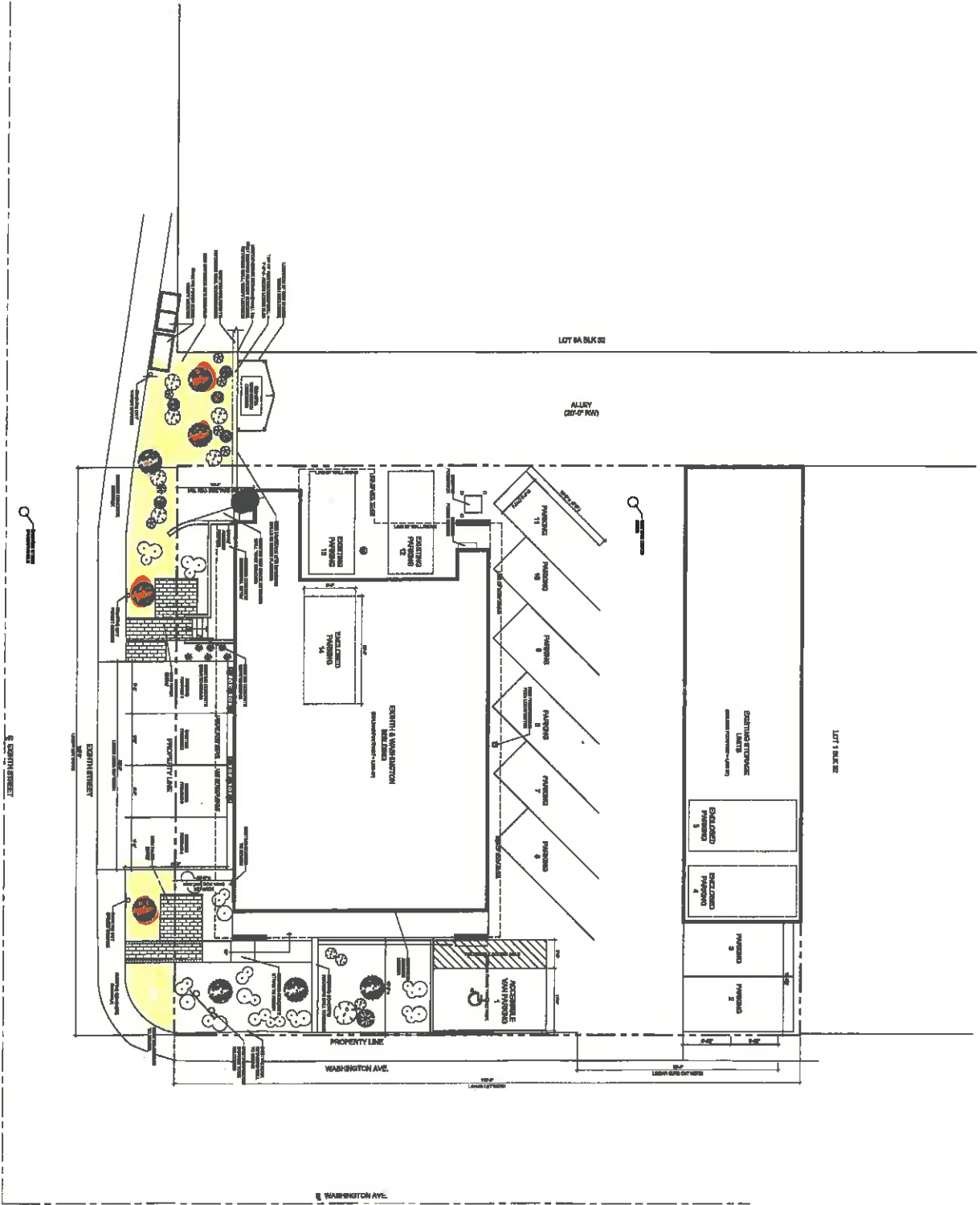
STATE OF IDAHO)
) ss.
 County of Blaine)

On this ___ day of _____, 2018, 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"



SITE / PARKING PLAN
SCALE: 1/8" = 1'-0"

LEGEND	
	EXISTING BUILDING FOOTPRINT
	PROPOSED BUILDING FOOTPRINT
	EXISTING PAVED PAVEMENT
	PROPOSED PAVED PAVEMENT
	EXISTING LANDSCAPING
	PROPOSED LANDSCAPING
	UTILITY LINES
	PROPERTY LINE
	STREET
	ALLEY
	EASEMENT
	EXISTING TREES
	PROPOSED TREES
	EXISTING SHRUBS
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	EXISTING LAWN
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	EXISTING HARDSCAPE
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	EXISTING RAMP
	PROPOSED RAMP
	EXISTING ELEVATOR
	PROPOSED ELEVATOR
	EXISTING MECHANICAL ROOM
	PROPOSED MECHANICAL ROOM
	EXISTING ELECTRICAL ROOM
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	PROPOSED PLUMBING ROOM
	EXISTING FIRE ALARM CONTROL PANEL
	PROPOSED FIRE ALARM CONTROL PANEL
	EXISTING FIRE EXTINGUISHER
	PROPOSED FIRE EXTINGUISHER
	EXISTING FIRE HYDRANT
	PROPOSED FIRE HYDRANT
	EXISTING FIRE ALARM PULL STATION
	PROPOSED FIRE ALARM PULL STATION
	EXISTING FIRE ALARM NOTIFICATION APPLIANCE
	PROPOSED FIRE ALARM NOTIFICATION APPLIANCE
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SITE / LANDSCAPE PLAN

EIGHTH & WASHINGTON BUILDING
191 EAST EIGHTH STREET, KETCHUM, IDAHO

RLB
RUSCITTO LATHAM BLANTON
ARCHITECTS P.A.
PO BOX 474 SUN VALLEY, ID 83453 208.726.8100 www.rlb-pa.com

REVISIONS		
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City of Ketchum

August 6, 2018

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Approve Encroachment Agreement 20217 and Easement Agreement 20223 for 451 River Street

Recommendation and Summary

Staff is recommending the council approve the attached Encroachment Agreement and Easement Agreement and adopt the following motion:

I move to authorize the Mayor to approve the Encroachment Agreement 20217 and Easement Agreement 20233 with Michael and Kristen Spachman for the property located at 451 River Street.

The reasons for the recommendation are as follows:

- The improvements are currently existing and will not impact use of the public right of way.
- The City retains the right to reclaim the area in the event the area is needed for other purposes.
- Due to the configuration of the property, the easement is necessary to facilitate snow removal.

Introduction and History

Michael and Kristen Spachman are requesting to retain improvements that exist within the public right of way associated with the single family house located at 451 River Street as identified in Exhibit A to the Encroachment Agreement. The property configuration along River Street presents a challenge for snow removal and road maintenance, therefore an easement is requested to allow city use of a portion of the property as identified in Exhibit A of the Easement Agreement.

Analysis

The fence and shed encroachments will not interfere with public access within the rear alley, therefore staff supports permitting the encroachments to remain. The easement will facilitate snow removal operations during the winter on River Street.

Financial Impact

There is no financial impact as a result of this encroachment.

Attachments:

Encroachment Agreement 20217
Easement Agreement 20223

WHEN RECORDED, PLEASE RETURN TO:

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

RIGHT-OF-WAY ENCROACHMENT AGREEMENT 20217

THIS AGREEMENT, made and entered into this 6th day of August, 2018, by and between MICHAEL AND KRISTEN SPACHMAN, (collectively referred to as "Owners"), whose address is PO BOX 4183, KETCHUM ID 83340 and the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho.

RECITALS

WHEREAS, Owner is the owner of real property described as 451 E. River Street ("Subject Property"), located within the City of Ketchum, State of Idaho; and

WHEREAS, Owner wishes to maintain an existing 8'0 x 6'0 shed and 56'0 long x 4.0' high wood fence within the alley right of way between East Avenue and Leadville Avenue, and a 4' high wood fence in the River Street Right of Way as shown in Exhibit 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;

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 maintain the Improvements identified in Exhibit "A" within the public rights-of-way in the alley between East Avenue and Leadville Avenue, and the rights-of-way on East River Street, located adjacent to the real property described as 451 East River Street Ketchum, Idaho, until notified by Ketchum to remove all or a portion of the Improvements.

2. Owner shall be responsible for the maintenance of said Improvements.

3. 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.

4. 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.

5. 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.

6. This Agreement shall be a covenant running with the Subject Property 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.

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: _____

Michael Spachman

Neil Bradshaw, Mayor

By: _____

Kristen Spachman

ATTEST:

Robin Crotty
City Clerk

STATE OF _____,)
) ss.
County of _____.)

On this ____ day of _____, 2018, before me, the undersigned Notary Public in and for said State, personally appeared MICHAEL SPACHMAN, 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 _____,)
) ss.
County of _____.)

On this ____ day of _____, 2018, before me, the undersigned Notary Public in and for said State, personally appeared KRISTEN SPACHMAN, 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 _____

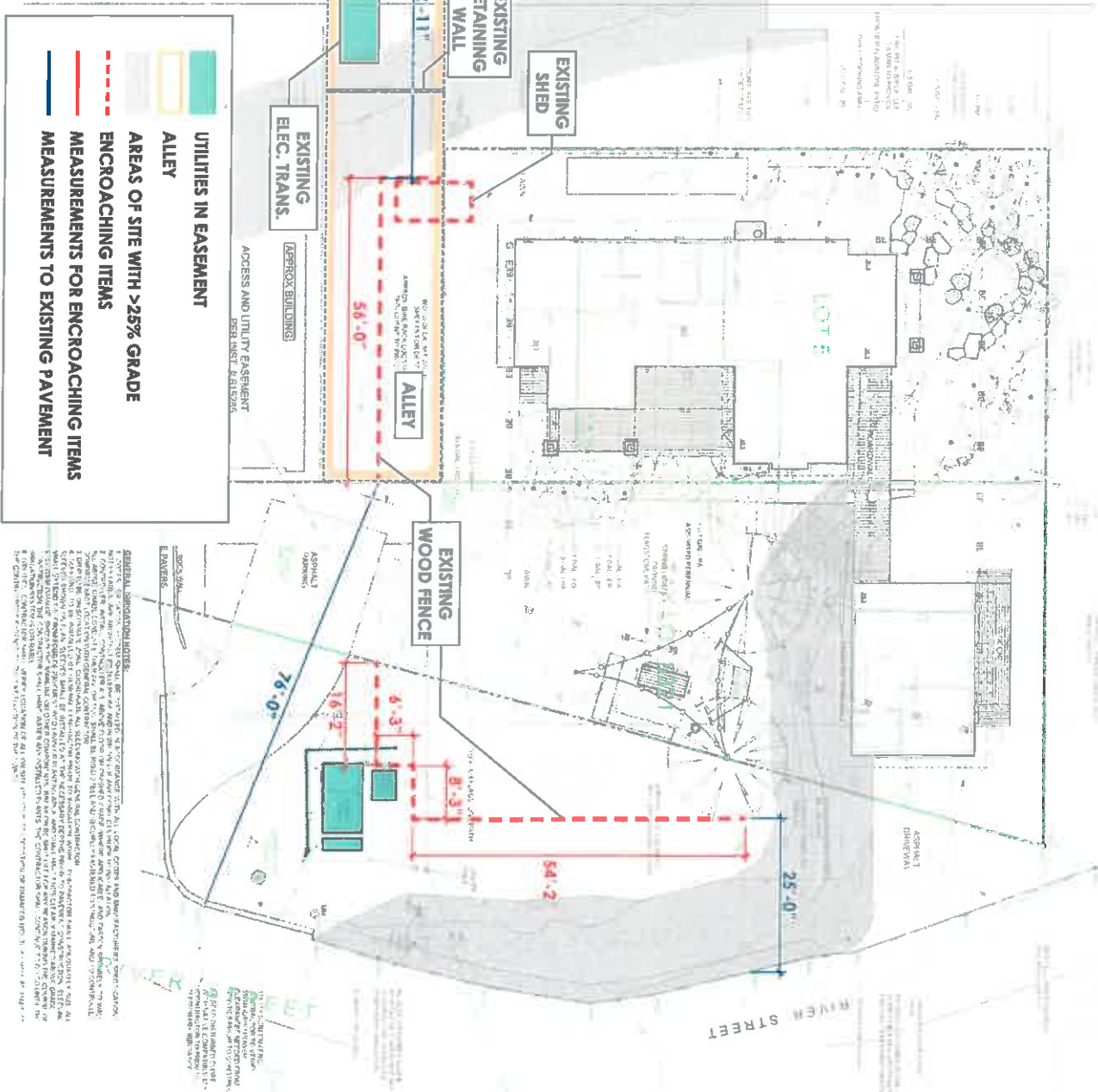
STATE OF IDAHO)
) ss.
County of Blaine)

On this ____ day of _____, 2018, 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

- Green box: UTILITIES IN EASEMENT
- Yellow box: ALLEY
- Red dashed line: AREAS OF SITE WITH >25% GRADE
- Red solid line: ENCROACHING ITEMS
- Blue solid line: MEASUREMENTS TO EXISTING PAVEMENT

GENERAL INFORMATION NOTES:

1. ALL WORK SHALL BE TO MEET THE CITY OF KETCHUM SPECIFICATIONS AND ALL OTHER CITY AND STATE REQUIREMENTS.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND EASEMENTS FROM THE CITY OF KETCHUM AND THE STATE OF IDAHO.

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND EASEMENTS FROM THE CITY OF KETCHUM AND THE STATE OF IDAHO.

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND EASEMENTS FROM THE CITY OF KETCHUM AND THE STATE OF IDAHO.

5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND EASEMENTS FROM THE CITY OF KETCHUM AND THE STATE OF IDAHO.



Plant Schedule

No.	Plant Name	Quantity	Notes
1	ASPHALT DRIVEWAY	1	ASPHALT DRIVEWAY
2	ASPHALT PARKING	1	ASPHALT PARKING
3	ASPHALT RAMP	1	ASPHALT RAMP
4	WOOD FENCE	1	WOOD FENCE
5	EXISTING SHED	1	EXISTING SHED
6	EXISTING RETAINING WALL	1	EXISTING RETAINING WALL
7	ALLEY	1	ALLEY
8	ENCROACHING ITEMS	1	ENCROACHING ITEMS
9	MEASUREMENTS TO EXISTING PAVEMENT	1	MEASUREMENTS TO EXISTING PAVEMENT
10	UTILITIES IN EASEMENT	1	UTILITIES IN EASEMENT
11	ROCK COURT DETAIL	1	ROCK COURT DETAIL

Recording Requested By and
When Recorded Return to:

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

For Recording Purposes Do
Not Write Above This Line

EASEMENT AGREEMENT 20223

This Easement Agreement (“Agreement”) is entered into this ____ day of _____, 2018, between the Michael and Kristen Spachman (“Grantor”) and the City of Ketchum, Blaine County, Idaho (“City”), whose address is 480 East Ave. N., Ketchum, ID 83340

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

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

WHEREAS, the City has approved a development application by Grantor for the construction of a building located at 451 E River Street; and

WHEREAS, the City is willing to allow the continuation of a portion of a shed and fence which is located within the right-of-way in exchange for an easement onto Grantor’s property for the purpose of street maintenance and snow removal by city maintenance personal and equipment; and

WHEREAS, the parties hereby agree to enter into the following easement agreement to grant the City an easement upon the Grantor’s property, subject to the terms and conditions of this Agreement.

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

1. Grant. Grantor hereby grants and conveys without warranty unto the City, its heirs, successors and assigns, subject to the terms and conditions herein contained, a non-exclusive easement upon Grantor’s property, as depicted in **Exhibit A** attached hereto and incorporated herein by this reference, for the purpose of street maintenance and snow removal. All such use of the Easement shall be at the sole risk and expense of the City, its respective heirs, successors,

assigns and invitees.

2. Conditions of Use.

a. Grantor grants said Easement to Grantee and its successors until such time as the Right of Way Encroachment Agreement of even date (“Encroachment Permit”) issued to Grantor by the City remains in place.

b. Grantor covenants and agrees that it will not place or allow to be placed any permanent or temporary structures or obstructions on the easement property which would interfere with the use of this easement for the purposes stated herein.

3. Termination of Easement. This easement will be terminated upon the termination of the Encroachment Permit referenced above, or upon approval and acceptance by the City, at such time as the City has determined such easement is no longer necessary for street maintenance and snow removal.

4. Binding Effect. The terms of this Agreement shall be a covenant binding and effective upon all parties, and shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

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

6. Remedies. If either party shall fail to perform such party’s obligations under the easement described herein for any reason, the other party may pursue any and all remedies at law or equity; provided, however, that the parties affected by any such failures agree to meet and confer to attempt to mediate a settlement in good faith prior to initiating litigation.

7. Attorneys’ Fees. In the event either party initiates or defends any legal action or proceeding in any way connected with this easement, the prevailing party in any such action or proceeding shall be entitled to recover from the losing party its reasonable costs and attorney’s fees.

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

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

By: _____
Michael Spachman

By: _____
Neil Bradshaw, Mayor

By: _____
Kristen Spachman

STATE OF _____,)

County of _____) ss.
)

On this _____ day of _____, 2018, before me, the undersigned Notary Public in and for said State, personally appeared Michael Spachman. 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 _____,)
) ss.
County of _____)

On this _____ day of _____, 2018, before me, the undersigned Notary Public in and for said State, personally appeared Kristen Spachman. 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 _____

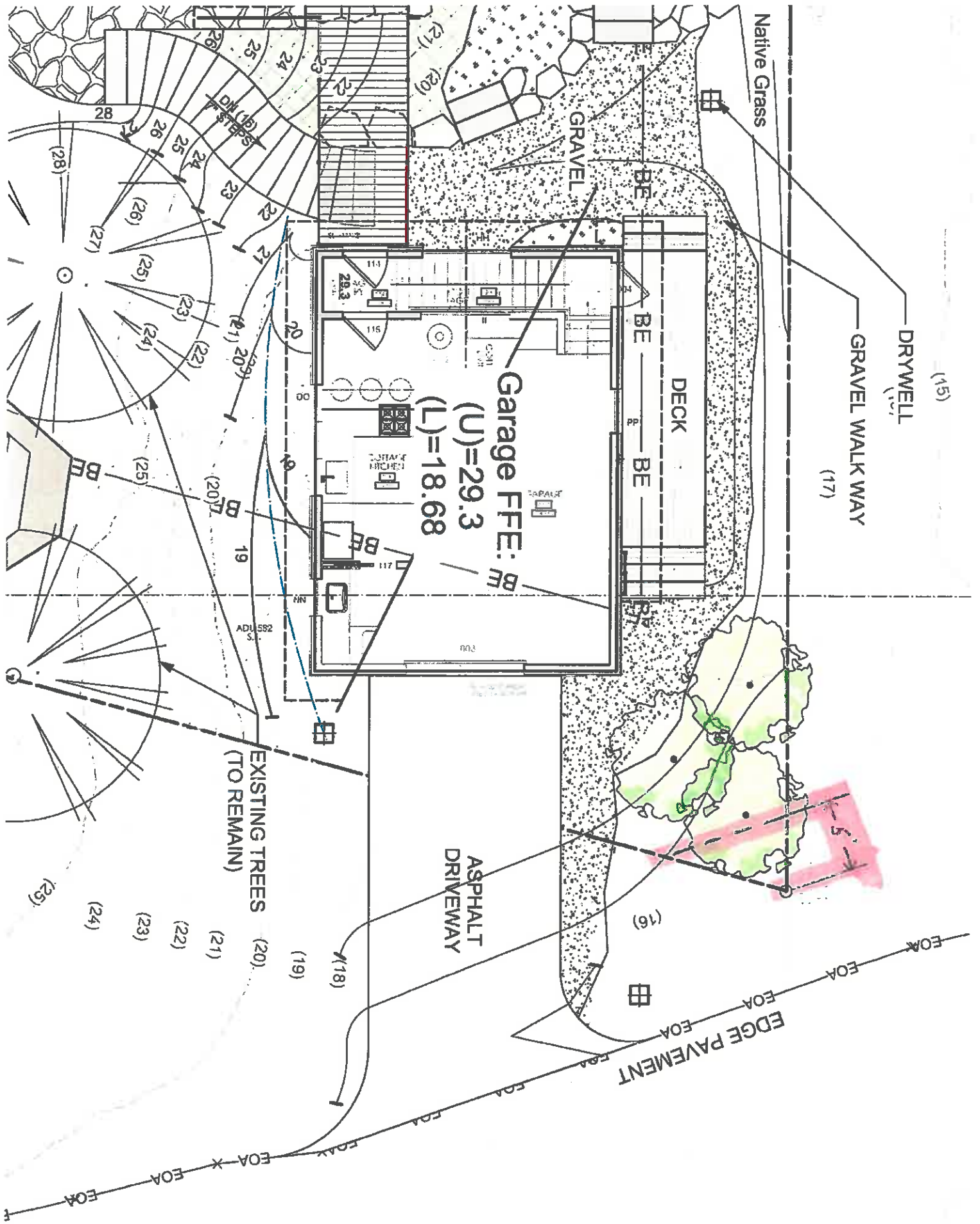
STATE OF IDAHO)
) ss.
County of Blaine)

On this ___ day of _____, 2018, 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



Garage FFE:
(U)=29.3
(L)=18.68

DECK

ASPHALT DRIVEWAY

GRAVEL WALK WAY

EXISTING TREES (TO REMAIN)

Native Grass

GRAVEL

DRYWELL

EDGE PAVEMENT

(15)

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City of Ketchum

August 6, 2018

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Approve Encroachment Agreement 20224 with Steven Shafran for 671 Alpine Lane

Recommendation and Summary

Staff is recommending the council approve the attached Encroachment Agreement and adopt the following motion:

I move to authorize the Mayor to approve the Encroachment Agreement 20224 for 671 Alpine Lane.

The reasons for the recommendation are as follows:

- The street right of way will be expanded to facilitate additional parallel parking and in exchange, the property owner is requesting to plant trees and ground cover in city right of way.
- The City retains the right to reclaim the area in the event the area is needed for other purposes.

Introduction and History

Steven Shafran is proposing to remove seven existing trees currently within the city right of way on East Avenue, provide a new asphalt shoulder to facilitate parallel parking, and install vegetation and new trees within the East Avenue right of way as illustrated in Exhibit A to the Encroachment Agreement.

Analysis

The proposed improvements will facilitate additional street parking on East Avenue. The proposed encroachments will not interfere with use of the public right way.

Financial Impact

There is no financial impact as a result of this encroachment.

Attachments:

Encroachment Agreement 20224

WHEN RECORDED, PLEASE RETURN TO:

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

RIGHT-OF-WAY ENCROACHMENT AGREEMENT 20224

THIS AGREEMENT, made and entered into this ___ day of August, 2018, by and between STEVEN SHAFRAN, (collectively referred to as "Owner"), whose address is PO BOX 6893 Ketchum, ID 83340 and the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho.

RECITALS

WHEREAS, Owner is the owner of real property described as 671 Alpine Lane and 600 East Avenue ("Subject Properties"), located within the City of Ketchum, State of Idaho; and

WHEREAS, adjacent to 671 Alpine Lane Owner wishes to remove seven (7) trees from the public right-of-way, plant six (6) 8'-0" min. tall new Pinus mugo 'Tanebaum' trees, plant native revegetation consisting of 34% Idaho Fescue, 33% Bluebunch Wheatgrass, and 33% Mountain Brome within the public right-of way between the pavement and private property, and install underground drip irrigation for the trees and temporary irrigation for the revegetation until landscaping becomes established as identified in Exhibit A attached hereto and incorporated herein (collectively referred to as the "Improvements"); and

WHEREAS, Owner also will trim and maintain the evergreen tree in the public right-of-way adjacent to 600 East Avenue to remove limbs and provide a 14'0 clearance from ground, as shown in Exhibit "A" attached hereto and incorporated herein; 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;

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 maintain the Improvements identified in Exhibit "A" within the public rights-of-way in the Alpine Lane rights-of-way located adjacent to the real property described as 671 Alpine Lane in Ketchum Idaho, until notified by Ketchum to remove all or a portion of the improvements.
2. Owner shall be responsible for the maintenance of said Improvements.
3. 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.

4. 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.

5. 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.

6. This Agreement shall be a covenant running with the Subject Property 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.

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: _____

Steven Shafran

Neil Bradshaw, Mayor

ATTEST:

Robin Crotty
City Clerk

EXHIBIT "A"





APPROXIMATE EXTENTS OF AREA TO BE REGRADED WITH ROAD MIX

NATIVE REVEGATION IRRIGATION: TEMPORARY, OVER HEAD SPRAY, USE MPR-1000 APPX. 12'-0" O.C., AVOID OVERSPRAY ON PAVEMENT. DISCONNECT/REMOVE ONCE ESTABLISHED.

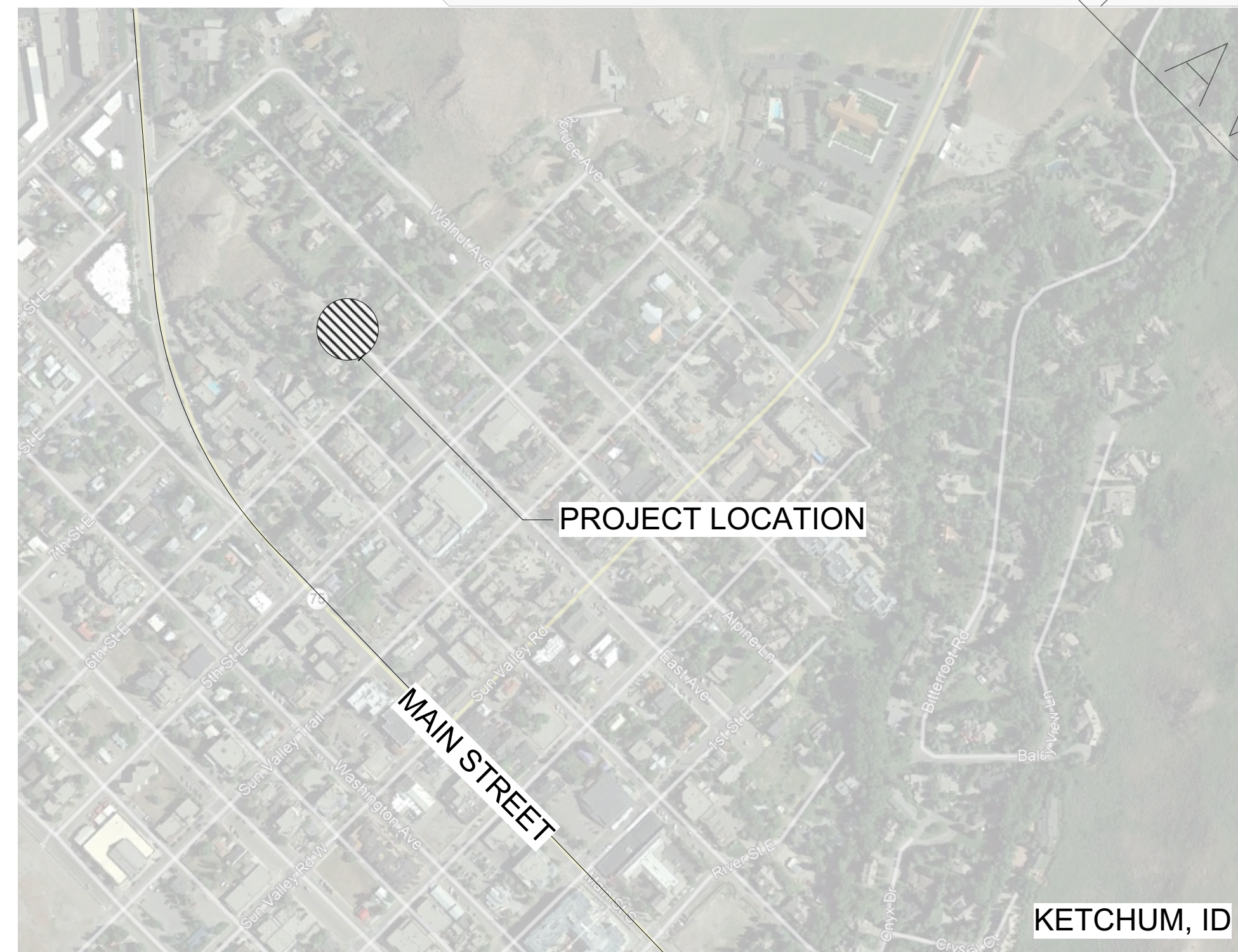
TREE IRRIGATION: USE UNDERGROUND DRIP IRRIGATION AS NECESSARY TO PROVIDE ADEQUATE SUPPLEMENTAL IRRIGATION. CONNECT TO EXISTING PERMANENT IRRIGATION SYSTEM.

6-PINUS MUGO 'TANENBAUM'
8'-0" B&B

EXISTING SPRUCE: REMOVE TREES, AND STUMPS BELOW GRADE, TO ALLOW GRADING AND NEW PLANTING, TYP. OF 6.

LANDSCAPE PLAN LEGEND	
Symbol	Definition
	EXISTING TREES TO REMAIN
	EXISTING TREES TO BE REMOVED
	NEW EVERGREENS
	NATIVE REVEGATION 34% - IDAHO FESCUE 33% - BLUEBUNCH WHEATGRASS 33% MOUNTAIN BROME

GENERAL NOTES
1. GRADING SHOWN TO LOWER EXISTING GROUND BY APPROXIMATELY 2'-0".



PROJECT LOCATION

MAIN STREET

KETCHUM, ID

EAST AVENUE (EXISTING)
EAST AVENUE

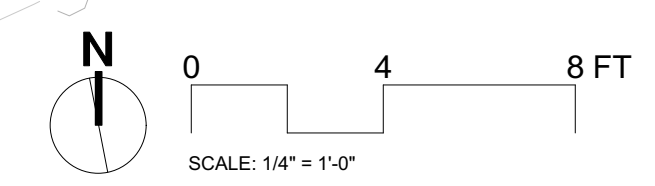
NEW ASPHALT SHOULDER

MATCH ROAD

5.0%

50' ROW

20'-11"



ENCROACHMENT PLAN
SHAFRAN RESIDENCE
EAST AVENUE | KETCHUM, ID

Date: 7.27.2018
Drawn By: SL
Checked By: CG
File: Shafran2.vwx

Sheet No. _____

L1.0
ENCROACHMENT PLAN



City of Ketchum

August 6, 2018

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Agreement 20219 with Collection Bureau, Inc. For Collections Services

Recommendation and Summary

Staff is recommending the council provide authorization to the Mayor to sign agreement #20219 with Collection Bureau, Inc. (CBI) using the following motion:

"I move to approve Contract 20219 with Collection Bureau, Inc. and authorize the Mayor to sign the Agreement."

The reasons for the recommendation are as follows:

- Collection services represent the final enforcement action for collection of debts.

Introduction and History

The city of Ketchum has used CBI since 2009 for dishonored check collection and since 2011 for delinquent parking fine collection. Debt recovery can be a sensitive process and it is important for the City of Ketchum to partner with a firm that has a proven record of results and a commitment to preserving the City's reputation through the process. Headquartered in Nampa Idaho, Collections Bureau Incorporated (CBI) has been in business since 1993 and has provided quality service to the City on the rare occasions they have been used.

Analysis

The existing agreement has expired and CBI has asked the city of Ketchum to sign a new Contract. The City has used CBI very infrequently, but the service represents an important portion of the City's debt collection infrastructure.

Financial Impact

The city of Ketchum will not be responsible for any cost or fee for the collection, except as specifically outlined in the attached agreement in section Collection Fees: 8-15.

Attachment A: Agreement #20219



COLLECTION BUREAU
INCORPORATED

PUBLIC AGENCY COLLECTION SERVICES AGREEMENT

Collection Bureau Incorporated (CBI) is a professional debt collection agency duly licensed and operating in accordance with all applicable federal, state and local laws.

The undersigned Client is a Public Agency, as defined in Section 67-2327, Idaho Code, and desires to retain the services of CBI for the purpose of providing professional debt collection services.

CBI and Client agree as follows:

Assignment of Accounts

1. Creditor assigns and transfers to CBI the right to collect on Client's behalf certain public debts owed, selected by Creditor and assigned to CBI during the term of this Agreement in accordance with Section 67-2358, Idaho Code.
2. Assignment of any debts for collection shall become effective upon sending by CBI to Client of an acknowledgement of receipt. An acknowledgement of receipt will clearly identify the debts assigned by date and may be provided to Client by mail, electronic access, or any other means acceptable to Client and CBI. Such assignment shall then become as effective as though a separate written assignment document had been executed and delivered at that time.
3. Client acknowledges that debts assigned to CBI for collection services have not been assigned to any other collection agency and/or attorney. CBI has sole and complete authority to collect any assigned debt.

Collection Services

4. CBI agrees to provide debt collection services in a professional and ethical manner, in accordance with applicable federal, state and local laws. In performing collection services, CBI will make every effort to maintain Client's good reputation in the community served by Client.
5. CBI is an independent contractor and is not to be considered an employee or agent of Client.
6. Client acknowledges that the services provided by CBI may include reporting assigned debts to national credit reporting agencies.
7. Client further acknowledges that CBI, in its sole discretion, may choose to initiate legal proceedings in CBI's name in an effort to recover the debt. In any such legal proceeding, CBI will be represented by its own legal counsel.

Collection Fees

8. CBI will not be entitled to any cost of collection or reimbursement until payment on the debt is recovered. Client will not be responsible for any cost or fee for the collection of the account, except as specifically provided below.
9. CBI will add a statutory fee of up to 33% to the assigned balance to be collected as the cost of collection and in accordance with Section 67-2358, Idaho Code provided Client has met the statutory requirements for adding such fee. In the event CBI takes legal action to obtain a civil judgment, CBI will add appropriate court costs and attorney fees as awarded by the court.
10. If, on any account assigned by Client, CBI is unable to add the statutory fee to the assigned balance, whether because Client does not meet the statutory requirements of Section 67-2358 or for any other reason, CBI's standard commission of 25% will be applied to recovered principal amounts.
11. CBI will accept the assignment of insufficient funds checks and will pursue recovery consistent with Idaho Code 28-22-105. No commission will apply to the recovery of these accounts, instead, any recovered fees, costs, interest or damages allowed by statute will be retained by CBI.
12. CBI will not accrue interest on any public debt assigned unless Client has ordered that interest be paid on all or a portion of sums due on the debt, or unless CBI has been awarded post-judgment interest as the

result of legal action taken by CBI. In either case, CBI will charge interest at either the ordered rate or at the applicable judgment rate as required by Section 28-22-104, Idaho Code.

13. CBI will apply first funds recovered to reimburse any court costs incurred by CBI. Following recovery of any court costs, payments received will be applied 50% to Client and 50% to CBI until CBI's cost of collection (inclusive of the statutory fee plus any accrued interest and attorney fees) has been paid in full.
14. In the event Client receives a direct payment from the debtor, Client will instruct the debtor of the costs of collection still owing and will promptly notify CBI of any such direct payment. The receipt of any direct payment does not affect the cost of collection or the right of CBI to pursue recovery of such costs.
15. In the event CBI becomes convinced that the consumer resides outside of the geographic area in which CBI is duly licensed, CBI may refer the assigned account or judgment to another agency duly licensed in such area. Any such forward must be made without adjustment to the cost of collection.

Remittance

16. Remittance of recovered amounts less amounts retained by CBI shall be paid to the Client at least monthly for all payments received. Remittance to Client may be transmitted by check, electronic transfer or as otherwise agreed by the parties. CBI is authorized to retain from Client any commissions, fees and/or costs due to CBI. Statements itemizing the remittances will be provided at the same time as the remittance and may be provided in electronic format.
17. Costs of collection and court costs, attorney fees and post-judgment interest as described above, will be retained by CBI. Payments of interest as ordered by the Client on the assigned debt will be included in the remittance to the Client in accordance with the terms of this Agreement. Payments of post-judgment interest as the result of legal action by CBI will be retained by CBI.
18. CBI will post and allocate payments received according to its internal policies unless a debtor identifies a specific debt and requests the payment be applied to that debt. Funds will then be applied according to the request of the debtor.

Duties of Client

19. Client agrees to promptly report to CBI all payments made to the Client by the debtor, any adjustment to the assigned debt, the receipt of bankruptcy or related notices, and any and all communications received from the debtor or other third party in connection with or on behalf of the debtor or related to the debt.
20. Client will promptly notify CBI of any change in Client or consumer contact information.
21. Client agrees that CBI is authorized to endorse Client's name for deposit on any payments received.

Representations and Warranties

22. Pursuant to the requirements of Section 67-2358(2), Idaho Code, Client represents and warrants that there has been a reasonable attempt to advise the debtor of the debt and at least thirty (30) days have elapsed from the time such notice was attempted. Client will maintain a record of all attempts to notify the debtor of the existence of the debts and will provide such record of attempts to CBI upon request.
23. Client represents and warrants that debts have been reviewed prior to assignment that each is currently and validly due and owing, that Client has not taken an action which would impair the ability of CBI to collect the debt, and that the assigned debts are not currently being collected by another collection agency and/or attorney.
24. Client represents and warrants that the customer identification and contact information is the most current information in Client's possession and that the Client has the right to fully utilize the customer's contact information for the purpose of collecting the debt.
25. Client represents and warrants that Client will provide CBI truthful and accurate information regarding assigned debts including any supporting documentation that will verify the debt, if requested by the debtor, CBI or CBI's legal counsel. Client acknowledges that CBI will rely exclusively on the information provided to it by Client without any obligation to conduct additional verification or investigation.
26. Client represents and warrants that the undersigned has full and necessary authority to enter into this Agreement on its behalf and to assign public debts for collection services.

Effective Date; Term and Termination

- 27. This Agreement is effective and its term will extend from the date Client first transfers delinquent account information to CBI and will remain effective for as long as CBI is providing collection services to Client.
- 28. Client may request closing an account at any time, provided that CBI is not in the process of negotiating a settlement, pay-off or payment arrangements, or when Client or CBI is receiving payment from or on behalf of the debtor on the assigned account. In addition, an account may not be closed if CBI has initiated legal action to collect the assigned account.

In the event of a dispute and/or disagreement between Client and CBI, the parties agree to act in good faith to find a mutually satisfactory solution. Any disputes relating to this Agreement and the subject matter hereof shall be interpreted in accordance with Idaho law.

Thank you for choosing Collection Bureau Incorporated. Please acknowledge your agreement by signing below.

Agreed and Accepted:

Date: _____

Client:

Public Agency: _____

Sign: _____

Print: _____

Title: _____

Collection Bureau Incorporated

By: _____

Additional Authorization (if required):

Sign: _____

Print: _____

Title: _____

Public Agency Client Information:

Agency Name: _____

Contact Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Tax Identification Number: _____

Phone: _____

Alt. Phone: _____

Fax: _____

Email: _____

Alt. Email: _____

Collection Bureau Incorporated Contact Information:

Customer Support for you is available at 208-463-2324

Please Refer Debtor Inquiries to us at 208-463-4600



City of Ketchum

August 6, 2018

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to hold a public hearing and approve the Preliminary Plat for the Roberts' Brothers Townhomes Subdivision, a proposal to subdivide a duplex currently under construction into two (2) townhouse sublots.

Recommendation and Summary

Staff recommends the City Council hold a public hearing and approve the Preliminary Plat application by Roberts Duplex #2 LLC, represented by Benchmark Associates, to subdivide a duplex currently under construction into two (2) townhouse sublots.

Recommended motion: "I move to approve the Roberts' Brothers Townhomes Subdivision Preliminary Plat, subject to conditions 1-10."

The reasons for the recommendation are as follows:

- The request to subdivide meets all applicable standards for Preliminary Plats found in Ketchum Municipal Code's Subdivision (Title 16) and Zoning (Title 17) regulations.
- The request to subdivide the duplex into two (2) townhouse sublots has been reviewed by the Planning, Streets, Utilities, and Fire departments and no concerns have been raised. All revisions requested by the Planning & Zoning Commission have been incorporated into the Preliminary Plat.
- The Planning and Zoning Commission held a site visit and recommended approval of the Preliminary Plat application to the City Council on June 25th, 2018.

Introduction and History

The applicant is requesting Preliminary Plat approval for a two (2) subplot townhouse subdivision. On March 16th, 2018, the applicant received Design Review approval (Application P18-018) for a new, three-story, 10,675 sq ft duplex at 108 Fir Drive. The subject property is located within the General Residential Low Density (GR-L) Zoning District and also within the Avalanche Overlay District. With the adoption of Ordinance No. 1181, subdivisions within the Avalanche Overlay District are permitted if no new public or private streets or flag lots are created with the proposal. A Building Permit (Application B18-021) for the project was issued on May 10th, 2018 and the duplex is currently under construction. The subject property is located in an existing platted subdivision—Warm Springs Village 3rd Addition: Block 3: Lot 3. Lot 3 is proposed to be subdivided into two (2) townhouse sublots. Sublot 1 is proposed to be 5,680 sq ft and Sublot 2 will be 7,889 sq ft.

Analysis

The first step in the subdivision process is to receive Preliminary Plat review and a recommendation from the Planning and Zoning Commission. The Preliminary Plat application was reviewed and recommended for approval by the Planning and Zoning Commission on June 25th, 2018. The application has now been forwarded

to City Council for consideration. After City Council approval of the Preliminary Plat, the subdivider may submit an application for Final Plat. If the application substantially conforms to the Preliminary Plat, the Commission shall recommend approval and forward the application to the City Council for review and approval. Per Ketchum Municipal Code §16.04.070, the Final Plat shall not be signed by the City Clerk and recorded until the townhouses have received Certificates of Occupancy issued by the City of Ketchum and all design review elements have been completed.

The following conditions were included in the Planning & Zoning Commission's recommendation to the City Council to approve the Preliminary Plat application:

11. The applicant shall incorporate the following changes to the Preliminary Plat prior to forwarding the application to the City Council for review: 1) The applicant shall specify that the proposed subdivision is located in Lot 3, Block 3, of Warm Springs Subdivision Third Addition on the Preliminary Plat; 2) The applicant shall add the zoning designation of the subject property, General Residential Low Density on the Preliminary Plat; 3) The applicant shall indicate the blue avalanche zone as specified in the 1977 Wilson Avalanche Study on the Preliminary Plat; and 4) The applicant shall label the garages for both townhome units on the Preliminary Plat.
12. Prior to forwarding the Preliminary Plat to City Council for review, the applicant shall add a plat note stating that, "No further building coverage, including decks 30" above grade and accessory structures, will be permitted on either Sublot 1 or Sublot 2 unless the combined lot coverage for Lot 3, Block 3, Warm Springs Village Subdivision 3rd Addition is less than 35%."

The applicant has incorporated these changes into the revised Preliminary Plat.

Financial Impact

No financial impact.

Attachments:

- Staff Report, which includes the application, the Preliminary Plat and associated application submittal materials, and the Findings of Fact, Conclusion of Law, and Decision



City of Ketchum
Planning & Building

**STAFF REPORT
KETCHUM CITY COUNCIL
REGULAR MEETING OF AUGUST 6, 2018**

PROJECT: Roberts’ Brothers Townhomes Preliminary Plat

FILE NUMBER: P18-047

REPRESENTATIVE: Benchmark Associates

OWNER: Roberts Duplex #2 LLC (John C Roberts, per Blaine County Assessor, as of 6/15/2018)

REQUEST: Preliminary Plat approval for a two (2) subplot townhouse subdivision.

LOCATION: 108 Fir Drive (Warm Springs Village 3rd Addition: Block 3: Lot 3)

ZONING: General Residential Low Density (GR-L)

OVERLAY: Avalanche Overlay District

NOTICE: Notice was mailed to properties within a 300 ft radius of the subject property and all political subdivisions on July 13th, 2018. Notice was published in the July 18th, 2018 edition of the Idaho Mountain Express.

REVIEWER: Abby Rivin, Associate Planner

BACKGROUND

The applicant is requesting Preliminary Plat approval for a two (2) subplot townhouse subdivision. On March 16th, 2018, the applicant received Design Review approval (Application P18-018) for a new, three-story, 10,675 sq ft duplex at 108 Fir Drive. The subject property is located within the General Residential Low Density (GR-L) Zoning District and also within the Avalanche Overlay District. With the adoption of Ordinance No. 1181, subdivisions within the Avalanche Overlay District are permitted if no new public or private streets or flag lots are created with the proposal. A Building Permit (Application B18-021) for the project was issued on May 10th, 2018 and the duplex is currently under construction. The subject property is located in an existing platted subdivision—Warm Springs Village 3rd Addition: Block 3: Lot 3. Lot 3 is proposed to be subdivided into two (2) townhouse sublots. Sublot 1 is proposed to be 5,680 sq ft and Sublot 2 will be 7,889 sq ft.

All land subdivisions in the City of Ketchum are subject to the standards contained in Ketchum, Municipal Code, Title 16, Subdivision. Many standards are related to the design and construction of multiple new lots that will form new blocks and infrastructure, such as streets that will be dedicated to and maintained by the City. Some standards however, such as the installation of utility service lines, are applicable to the proposed subdivision of the subject property.

The first step in the subdivision process is to receive Preliminary Plat review and a recommendation from the Planning and Zoning Commission. After receiving a recommendation for approval, the Preliminary Plat application is forwarded to the City Council for review and approval. After City Council approval of the

Preliminary Plat, the subdivider may submit an application for Final Plat. If the application substantially conforms to the Preliminary Plat, the Commission shall recommend approval and forward the application to the City Council for review and approval. Per Ketchum Municipal Code §16.04.070, the Final Plat shall not be signed by the City Clerk and recorded until the townhouses have received Certificates of Occupancy issued by the City of Ketchum and completion of all design review elements.

The following conditions were included in the Planning & Zoning Commission’s recommendation to the City Council to approve the Preliminary Plat application:

11. The applicant shall incorporate the following changes to the Preliminary Plat prior to forwarding the application to the City Council for review: 1) The applicant shall specify that the proposed subdivision is located in Lot 3, Block 3, of Warm Springs Subdivision Third Addition on the Preliminary Plat; 2) The applicant shall add the zoning designation of the subject property, General Residential Low Density on the Preliminary Plat; 3) The applicant shall indicate the blue avalanche zone as specified in the 1977 Wilson Avalanche Study on the Preliminary Plat; and 4) The applicant shall label the garages for both townhome units on the Preliminary Plat.

12. Prior to forwarding the Preliminary Plat to City Council for review, the applicant shall add a plat note stating that, “No further building coverage, including decks 30” above grade and accessory structures, will be permitted on either Sublot 1 or Sublot 2 unless the combined lot coverage for Lot 3, Block 3, Warm Springs Village Subdivision 3rd Addition is less than 35%.”

The applicant has incorporated these changes into the revised Preliminary Plat, which is included as Attachment B to the Staff Report.

ANALYSIS

Staff recommends the City Council approve the Roberts’ Duplex Townhomes Preliminary Plat. A full explanation of this recommendation is contained in Tables 1-3 of the Staff Report.

Table 1: Requirements for All Applications

			City Department Comments	
Compliant			City Code	City Standards and City Department Comments
Yes	No	N/A		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.C	Complete Application
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Police Department: <i>No comment.</i>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Fire Department: <i>An approved access roadway per 2012 International Fire Code Appendix D (www.ketchumfire.org) shall be installed prior to any combustibile construction on the site. The road shall be a minimum of twenty (20) feet in width and capable of supporting an imposed load of at least 75,000 pounds. The road must be an all weather driving surface maintained free, clear, and unobstructed at all times. Grades shall not exceed 7%. Dead end access roadways exceeding 150 feet in length shall be provided with an approved turnaround. Gates, if installed, are required to be siren activated for emergency vehicle access.</i>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Streets Department: <i>All required work in the Right-of-way shall be completed prior to issuance of a Certificate of Occupancy for the project.</i>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Utilities:	

			<i>Curb stops and meter vaults will be located on the property line along Fir Drive. The irrigation tap for Sublot 2 may be sited anywhere after the meter.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Parks/Arborist: <i>No comment.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Building: <i>The duplex must meet 2012 International Building Code.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Planning and Zoning: <i>Comments are denoted throughout the Staff Report.</i>

Table 2: Zoning Standards Analysis

Compliance with Zoning Standards				
Compliant			Standards and Staff Comments	
Yes	No	N/A	Guideline	City Standards and Staff Comments
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.040	Minimum Lot Area
			<i>Staff Comment</i>	Required: 8,000 square feet minimum. Existing:: 13,612 sq ft
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.040	Minimum Lot Area, Townhouse Sublot
			<i>Staff Comment</i>	Required: Equal to that of the perimeter of the townhouse unit. Proposed: Sublot 1 is proposed to be 7,889 sq ft and Sublot 2 is proposed to be 5,680 sq ft
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.040	Building Coverage
			<i>Staff Comment</i>	Permitted: 35% Proposed: 35% (4,764 square feet/13,612 sq ft lot area) Staff has calculated building coverage for the entirety of the duplex development on existing Lot 3 of Block 3, Warm Springs Subdivision Third Addition. The building coverage of the duplex development is 35%, which is the <u>maximum</u> permitted in the GR-L Zone. As building coverage is maxed out under the existing zoning code, no further building coverage, including decks 30" above grade and accessory structures will be permitted on the site. The applicant has added the following plat note: No further building coverage, including decks 30" above grade and accessory structures, will be permitted on either Sublot 1 or Sublot 2 unless the combined lot coverage for Lot 3, Block 3, Warm Springs Village Subdivision 3rd Addition is less than 35%.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.040	Minimum Building Setbacks
			<i>Staff Comment</i>	Minimum: Front: 15' Side: > of 1' for every 3' in building height, or 5' (11'-8" required) Rear: > of 1' for every 3' in building height, or 15' (11'-8" required) Proposed: Front (S): 15" Side (E): 11'-8" Side (W): 11'-8" Rear (N): 15' 17.128.020.A. Cornices, canopies, eaves, chimney chases or similar architectural features may extend into a required yard not more than three feet (3'). The roof overhang extends into the required yard a maximum of 3 ft as indicated on revised Sheet A100 of the Design Review submittal dated 02/20/2018.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.040	Building Height
			<i>Staff Comment</i>	Maximum Permitted: 35' Proposed: 34.5' as indicated on revised Sheet A301 of the Design Review submittal dated 03/23/2018.

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.125.030.H <i>Staff Comment</i>	Curb Cut Permitted: A total of 35% of the linear footage of any street frontage can be devoted to access off street parking. Proposed: Along Aspen Drive, the proposed curb cut is 16', which is 17% of the linear street frontage. Along Fir Drive, the proposed curb cut is 29'-9", which is 29% of the linear street frontage.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.125.020.A.2 & 17.125.050 <i>Staff Comment</i>	Parking Spaces <i>Off-street parking standards of this chapter apply to any new development and to any new established uses.</i> Required: Residential multiple-family dwelling in all districts except CC, T, T-3000, T-4000, and LI-1, LI-2, and LI-3: Units 2001 square feet and above: 2 parking spaces Proposed: The applicant is proposing a two (2) car garage for each duplex unit.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.18.050 & 17.08.020 <i>Staff Comment</i>	Zoning Districts & Definitions 17.18.050: General Residential - Low Density District (GR-L): The purpose of the GR-L General Residential - Low Density District is to provide areas where low and medium density uses can be properly developed in proximity to each other while still maintaining neighborhood amenities and favorable aesthetic surroundings. The intent of the general residential - low density district is to permit a reasonable amount of flexibility in both land use and development in residential development areas. 17.08.020 – Definitions Dwelling, Multiple-Family: A building, under single or multiple ownership, containing two (2) or more dwelling units used for residential occupancy.

Table 3: Preliminary Plat Requirements

Preliminary Plat Requirements				
Compliant			Standards and Staff Comments	
Yes	No	N/A	City Code	City Standards and Staff Comments
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.B	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.
			<i>Staff Comments</i>	<i>The applicant has submitted a draft Townhome Declaration for the project. The subdivider shall submit to the Planning & Building Department a final copy of the document and file such document prior to recordation of the final plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.E	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.
			<i>Staff Comments</i>	<i>The attached garages are indicated as the unshaded portion of the building footprint and labeled on the Preliminary Plat.</i>

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.C.1	The subdivider shall file with the administrator copies of the completed subdivision application form and preliminary plat data as required by this chapter.
			<i>Staff Comments</i>	<i>The application has been reviewed and determined to be complete.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I	Contents Of Preliminary Plat: The preliminary plat, together with all application forms, title insurance report, deeds, maps, and other documents reasonably required, shall constitute a complete subdivision application. The preliminary plat shall be drawn to a scale of not less than one inch equals one hundred feet (1" = 100') and shall show the following:
			<i>Staff Comments</i>	<i>The applicant has submitted draft Townhome Declaration and Title Report for the subject property.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .1	The scale, north point and date.
			<i>Staff Comments</i>	<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .2	The name of the proposed subdivision, which shall not be the same or confused with the name of any other subdivision in Blaine County, Idaho.
			<i>Staff Comments</i>	<i>This standard has been met. This is an amendment to an existing subdivision— Warm Springs Village 3rd Addition.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .3	The name and address of the owner of record, the subdivider, and the engineer, surveyor, or other person preparing the plat.
			<i>Staff Comments</i>	<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .4	Legal description of the area platted.
			<i>Staff Comments</i>	<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .5	The names and the intersecting boundary lines of adjoining subdivisions and parcels of property.
			<i>Staff Comments</i>	<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .6	A contour map of the subdivision with contour lines and a maximum interval of five feet (5') to show the configuration of the land based upon the United States geodetic survey data, or other data approved by the city engineer.
			<i>Staff Comments</i>	<i>This standard has been met. The Preliminary Plat indicates contour lines at 1 ft intervals.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .7	The scaled location of existing buildings, water bodies and courses and location of the adjoining or immediately adjacent dedicated streets, roadways and easements, public and private.
			<i>Staff Comments</i>	<i>This standard has been met. The adjacent existing residences and existing adjacent streets are indicated. All existing and proposed easements are indicated.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .8	Boundary description and the area of the tract.
			<i>Staff Comments</i>	<i>The legal description appears on the proposed Preliminary Plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .9	Existing zoning of the tract.
			<i>Staff Comments</i>	<i>The zoning designation of the subject property, General Residential Low Density (GR-L), is included as a plat note.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .10	The proposed location of street rights of way, lots, and lot lines, easements, including all approximate dimensions, and including all proposed lot and block numbering and proposed street names.
			<i>Staff Comments</i>	<i>No new streets are proposed. The dimensions of proposed Sublots 1 and 2 are indicated on the plat. The access and utility easement to access Sublot 1 is indicated on the plat.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .11	The location, approximate size and proposed use of all land intended to be dedicated for public use or for common use of all future property owners within the proposed subdivision.
				<i>No land for common or public use is required or proposed.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .12	The location, size and type of sanitary and storm sewers, water mains, culverts and other surface or subsurface structures existing within or immediately adjacent to the proposed sanitary or storm sewers, water mains, and storage facilities, street improvements, street lighting, curbs, and gutters and all proposed utilities.

			Staff Comments	<i>The plat indicates the proposed locations of all utilities. No street improvements are proposed with this project.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .13	The direction of drainage, flow and approximate grade of all streets.
			Staff Comments	<i>N/A as no new streets are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .14	The location of all drainage canals and structures, the proposed method of disposing of runoff water, and the location and size of all drainage easements, whether they are located within or outside of the proposed plat.
			Staff Comments	<i>N/A as no new drainage canals or structures are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .15	All percolation tests and/or exploratory pit excavations required by state health authorities.
			Staff Comments	<i>This standard is not required.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .16	A copy of the provisions of the articles of incorporation and bylaws of homeowners' association and/or condominium declarations to be filed with the final plat of the subdivision.
			Staff Comments	<i>The applicant has submitted a draft Townhome Declaration with the Preliminary Plat application submittal.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .17	Vicinity map drawn to approximate scale showing the location of the proposed subdivision in reference to existing and/or proposed arterials and collector streets.
			Staff Comments	<i>A vicinity map is included on the plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .18	The boundaries of the floodplain, floodway and avalanche zoning district shall also be clearly delineated and marked on the preliminary plat.
			Staff Comments	<i>There is no floodplain or floodway on the subject property. While the site is within the Avalanche Overlay District, only a minimal portion in the northeast corner of the lot is located within the blue/moderate zone. The applicant has included a plat note indicating the blue avalanche zone as specified in the 1977 Wilson Avalanche Study on the Preliminary Plat.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .19	Building envelopes shall be shown on each lot, all or part of which is within a floodway, floodplain, or avalanche zone; or any lot that is adjacent to the Big Wood River, Trail Creek, or Warm Springs Creek; or any lot, a portion of which has a slope of twenty five percent (25%) or greater; or upon any lot which will be created adjacent to the intersection of two (2) or more streets.
			Staff Comments	<i>This standard does not apply to the proposed townhouse subdivision.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .20	Lot area of each lot.
			Staff Comments	<i>The area of each subplot is indicated on the plat.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .21	Existing mature trees and established shrub masses.
			Staff Comments	<i>No existing mature trees or established shrub masses are present on the subject site.</i>

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .22	A current title report shall be provided at the time that the preliminary plat is filed with the administrator, together with a copy of the owner's recorded deed to such property.
			Staff Comments	<i>A current title report and a copy of the owner's recorded deed to the subject property were included in the Preliminary Plat application submittal.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .23	Three (3) copies of the preliminary plat shall be filed with the administrator.
			Staff Comments	<i>A digital copy for reproduction was submitted with the application. Therefore, Staff required only one (1) full size copy of the preliminary plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.A	Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. 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.
			Staff Comments	<i>Required improvements are indicated on the Preliminary Plat. The construction design plans were reviewed and approved through review of the Building Permit (B18-021).</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.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.
			Staff Comments	<i>Improvement Plans stamped by an Idaho licensed engineer were reviewed and approved through the Building Permit process.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.C	Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather conditions or other factors beyond the control of the subdivider, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be one year or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.
			Staff Comments	<i>Construction of required improvements is not required at this time. The applicant is aware that this is a requirement prior to Final Plat approval.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.D	As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.

				<i>The applicant is aware that this is a requirement for completion of the subdivision.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.E	<p>Monumentation: Following completion of construction of the required improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows:</p> <ol style="list-style-type: none"> 1. All angle points in the exterior boundary of the plat. 2. All street intersections, points within and adjacent to the final plat. 3. All street corner lines ending at boundary line of final plat. 4. All angle points and points of curves on all streets. 5. The point of beginning of the subdivision plat description.
			Staff Comments	<i>The applicant is aware that this requirement shall be completed following construction.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.F	<p>Lot Requirements:</p> <ol style="list-style-type: none"> 1. Lot size, width, depth, shape and orientation and minimum building setback lines shall be in compliance with the zoning district in which the property is located and compatible with the location of the subdivision and the type of development, and preserve solar access to adjacent properties and buildings. 2. Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contains land with a slope in excess of twenty five percent (25%), based upon natural contours, or creates corner lots at the intersection of two (2) or more streets, building envelopes shall be shown for the lot(s) so affected on the preliminary and final plats. The building envelopes shall be located in a manner designed to promote harmonious development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. Also, building envelopes shall be located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, watercourses and topographical features. Structures may only be built on buildable lots. Lots shall only be created that meet the definition of "lot, buildable" in section 16.04.020 of this chapter. Building envelopes shall be established outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following: <ol style="list-style-type: none"> a. For lot line shifts of parcels that are entirely within slopes of twenty five percent (25%) or greater to create a reasonable building envelope, and mountain overlay design review standards and all other city requirements are met. b. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section. 3. Corner lots shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use. 4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line. 5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts. Should a double frontage lot(s) be created out of necessity, then such lot(s) shall be reversed frontage lot(s). 6. Minimum lot sizes in all cases shall be reversed frontage lot(s). 7. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the office of the

				Blaine County recorder prior to or in conjunction with recordation of the final plat.
			Staff Comments	<i>Standard #1 has been met. Standard #2 is not applicable as the Preliminary Plat does not create any new corner lots (existing Lot 3 is a corner lot). Standard #3 is not applicable as Lot 3 is an existing corner lot. Standards #4-6 are not applicable. Standard #7 has been met with the proposed access and utility easement. This easement is incorporated on the Preliminary Plat and will be included on the Final Plat.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.G	<p>G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</p> <ol style="list-style-type: none"> 1. No block shall be longer than one thousand two hundred feet (1,200'), nor less than four hundred feet (400') between the street intersections, and shall have sufficient depth to provide for two (2) tiers of lots. 2. Blocks shall be laid out in such a manner as to comply with the lot requirements. 3. The layout of blocks shall take into consideration the natural topography of the land to promote access within the subdivision and minimize cuts and fills for roads and minimize adverse impact on environment, watercourses and topographical features. 4. Corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.
			Staff Comments	<i>This application does not create a new block. This requirement is not applicable.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H	<p>Street Improvement Requirements:</p> <ol style="list-style-type: none"> 1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land; 2. All streets shall be constructed to meet or exceed the criteria and standards set forth in chapter 12.04 of this code, and all other applicable ordinances, resolutions or regulations of the city or any other governmental entity having jurisdiction, now existing or adopted, amended or codified; 3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad or limited access highway right of way, the council may require a frontage street, planting strip, or similar design features; 4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods; 5. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven percent (7%) so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing; 6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated; 7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended; 8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such

			<p>street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;</p> <p>9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);</p> <p>10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;</p> <p>11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;</p> <p>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</p> <p>13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the commission before submitting same to council for preliminary plat approval;</p> <p>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</p> <p>15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;</p> <p>16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;</p> <p>17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement;</p> <p>18. Street lighting may be required by the commission or council where appropriate and shall be installed by the subdivider as a requirement improvement;</p> <p>19. Private streets may be allowed upon recommendation by the commission and approval by the council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section;</p> <p>20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the administrator and shall be consistent with the type and design of existing street signs elsewhere in the city;</p> <p>21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by the subdivider. Such construction or improvement shall be in accordance with adopted standard specifications;</p> <p>22. Sidewalks, curbs and gutters may be a required improvement installed by the subdivider; and</p> <p>23. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights of way unless approved by the city council.</p>
			<p>Staff Comments <i>This proposal does not create a new street. These standards are not applicable.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>16.04.040.I Alley Improvement Requirements: Alleys shall be provided in business, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead end alleys shall be prohibited.</p>

				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.
			Staff Comments	<i>This proposal does not create a new alley. This standard is not applicable.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.J	<p>Required Easements: Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.</p> <p>1. A public utility easement at least ten feet (10') in width shall be required within the street right of way boundaries of all private streets. A public utility easement at least five feet (5') in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the city engineer to be necessary for the provision of adequate public utilities.</p> <p>2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse.</p> <p>3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision.</p> <p>4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion.</p> <p>5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.</p> <p>6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the city.</p>
			Staff Comments	<i>The Preliminary Plat contains a utility easement, which coincides with the access easement. Standards #1-6 are not applicable.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.K	<p>Sanitary Sewage Disposal Improvements: Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the city engineer, council and Idaho health department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho department of health and the council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the council may require an increase in the minimum lot size and may impose any other reasonable</p>

				requirements which it deems necessary to protect public health, safety and welfare.
			Staff Comments	<i>This standard has been met by indicating the proposed service connections to the sewer main that is located in the Aspen Drive right-of-way.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.L	Water System Improvements: A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the city under the supervision of the Ketchum fire department and other regulatory agencies having jurisdiction. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall be permitted. All water systems shall be connected to the municipal water system and shall meet the standards of the following agencies: Idaho department of public health, Idaho survey and rating bureau, district sanitarian, Idaho state public utilities commission, Idaho department of reclamation, and all requirements of the city.
			Staff Comments	<i>This standard has been met by indicating the proposed service connection to the municipal water main that is located within the Fir Drive right-of-way.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.M	Planting Strip Improvements: Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.
			Staff Comments	<i>This standard is not applicable.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.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: 1. A preliminary soil report prepared by a qualified engineer may be required by the commission and/or council as part of the preliminary plat application. 2. Preliminary grading plan prepared by a civil engineer shall be submitted as part of all preliminary plat applications. Such plan shall contain the following information: a. Proposed contours at a maximum of five foot (5') contour intervals. b. Cut and fill banks in pad elevations. c. Drainage patterns. d. Areas where trees and/or natural vegetation will be preserved. e. Location of all street and utility improvements including driveways to building envelopes. f. Any other information which may reasonably be required by the administrator, commission or council to adequately review the affect of the proposed improvements. 3. Grading shall be designed to blend with natural landforms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways. 4. Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for open space for the benefit of future property owners within the subdivision. 5. Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of

				<p>disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction. Until such times as such revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion.</p> <p>6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply:</p> <ul style="list-style-type: none"> a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability. b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHO T99 (American Association of State Highway Officials) and ASTM D698 (American standard testing methods). c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability. d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or where fill slope toes out within twelve feet (12') horizontally of the top and existing or planned cut slope. e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.
			Staff Comments	<i>This is a small-scale subdivision to divide an existing lot within an existing subdivision into two sublots. These standards are not applicable. The only grading that will occur is related to the construction of the proposed duplex.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.O	<p>Drainage Improvements: The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the city on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders.</p>
			Staff Comments	<i>This Preliminary Plat application is for the subdivision of an existing lot within an existing subdivision that has frontage on existing streets. No new streets are proposed and no significant alteration to topography, other than as required for the construction of the townhouse units, are proposed with this application. Drainage Plans for the proposed development were reviewed and approved through Design Review P18-018 and Building Permit B18-021.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.P	<p>Utilities: In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.</p>
			Staff Comments	<i>The applicant is aware of this requirement and will connect to existing utilities prior to Final Plat.</i>

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	Off Site Improvements: Where the offsite impact of a proposed subdivision is found by the commission or council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to final plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.
			Staff Comments	<i>No off-site improvements are required.</i>

STAFF RECOMMENDATION

Staff recommends that the Ketchum City Council approve the Roberts' Brothers Townhomes Preliminary Plat, subject to conditions 1-10 below.

RECOMMENDED MOTION

"I MOVE TO APPROVE THE ROBERTS' BROTHERS TOWNHOMES PRELIMINARY PLAT, SUBJECT TO CONDITIONS 1-10."

RECOMMENDED CONDITIONS

1. 1. The Townhome Declaration shall be simultaneously recorded with the final plat. The City will not now, nor in the future, determine the validity of the Townhome Declaration.
2. The Access & Utility Easement shall be simultaneously recorded with the final plat.
3. The failure to obtain Final Plat approval by the Council, of an approved preliminary plat, within one (1) year after approval by the Council shall cause all approvals of said preliminary plat to be null and void.
4. The recorded plat shall show a minimum of two Blaine County Survey Control Monuments with ties to the property and an inverse between the two monuments. The Survey Control Monuments shall be clearly identified on the face of the map.
5. An electronic CAD file shall be submitted to the City of Ketchum prior to final plat signature by the City Clerk. The electronic CAD file shall be submitted to the Blaine County Recorder's office concurrent with the recording of the Plat containing the following minimum data:
 - a. Line work delineating all parcels and roadways on a CAD layer/level designated as "parcel";
 - b. Line work delineating all roadway centerlines on a CAD layer/level designated as "road"; and,
 - c. Line work that reflects the ties and inverses for the Survey Control Monuments shown on the face of the Plat shall be shown on a CAD layer/level designated as "control."
6. All information within the electronic file shall be oriented and scaled to Grid per the Idaho State Plane Coordinate System, Central Zone, NAD1983 (1992), U.S. Survey Feet, using the Blaine County Survey Control Network. Electronic CAD files shall be submitted in a ".dwg", ".dgn" or ".shp" format and shall be submitted digitally to the City on a compact disc. When the endpoints of the lines submitted are indicated as coincidental with another line, the CAD line endpoints shall be separated by no greater than 0.0001 drawing units.
7. The applicant shall provide a copy of the recorded final plat to the Department of Planning and Building for the official file on the application.
8. All requirements of the Fire, Utility, Building, Planning, and Public Works departments of the City of Ketchum shall be met. All public improvements shall meet the requirements of the Public Works Department.
9. The final plat shall not be signed by the City Clerk and recorded until the townhouse has received:
 - a. A Certificate of Occupancy issued by the City of Ketchum; and,
 - b. Completion of all design review elements as approved by the Planning and Zoning Administrator.
10. The Council may accept a security agreement for any design review elements not completed on a case by case basis pursuant to Section 17.96.120.

ATTACHMENTS:

- A. Application
- B. Preliminary Plat & Associated Application Submittal Materials
- C. Findings of Fact, Conclusions of Law, and Decision

ATTACHMENT A. APPLICATION



City of Ketchum
Planning & Building

**CERTIFIED
COMPLETE**

4-16-18
MP

OFFICIAL USE ONLY
Application Number: P18-047
Date Received: 4-16-18
By: MP
Fee Paid: 1050.00
Approved Date:
By:

Subdivision Application

Submit completed application and payment to the Planning and Building Department, PO Box 2315, Ketchum, ID 83340 or hand deliver to Ketchum City Hall, 480 East Ave. N., Ketchum. If you have questions, please contact the Planning and Building Department at (208) 726-7801. To view the Development Standards, visit the City website at: www.ketchumidaho.org and click on Municipal Code.

APPLICANT INFORMATION			
Name of Proposed Subdivision: ROBERTS BROTHERS TOWNHOMES			
Owner of Record: ROBERTS DUPLEX #2, LLC			
Address of Owner: PO BOX 4577, HAILEY, ID 83333			
Representative of Owner: BENCHMARK ASSOCIATES			
Legal Description: WS VILLAGE SUB. 3, BLK. 3, LOT 3			
Street Address: 108 FIR DRIVE			
SUBDIVISION INFORMATION			
Number of Lots/Parcels: 2			
Total Land Area: 13,569 SF (0.31 ACRE)			
Current Zoning District: GR-L			
Proposed Zoning District: GR-L			
Overlay District: N/A			
TYPE OF SUBDIVISION			
Condominium <input type="checkbox"/>	Land <input type="checkbox"/>	PUD <input type="checkbox"/>	Townhouse <input checked="" type="checkbox"/>
Adjacent land in same ownership in acres or square feet: LOT 2: 0.26 AC.			
Easements to be dedicated on the final plat: Mutual, reciprocal easements for utilities. (See Plat Note 2.)			
Briefly describe the improvements to be installed prior to final plat approval: None prior to Final Plat approval.			
ADDITIONAL INFORMATION			
All lighting must be in compliance with the City of Ketchum's Dark Sky Ordinance			
One (1) copy of Articles of Incorporation and By-Laws of Homeowners Associations and/or Condominium Declarations			
One (1) copy of current title report and owner's recorded deed to the subject property			
One (1) copy of the preliminary plat			
All files should be submitted in an electronic format.			

RPK 0600030030

Applicant agrees in the event of a dispute concerning the interpretation or enforcement of the Subdivision Application in which the City of Ketchum is the prevailing party to pay reasonable attorney's fees and costs, including fees and costs of appeal for the City of Ketchum. Applicant agrees to observe all City ordinances, laws and conditions imposed. Applicant agrees to defend, hold harmless and indemnify the City of Ketchum, city officials, agents and employees from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property, and losses and expenses caused or incurred by Applicant, its servants, agents, employees, guests and business invitees and not caused by or arising out of the tortuous conduct of city or its officials, agents or employees. Applicant certifies that s/he has read and examined this application and that all information contained herein is true and correct.

Carly McShane

Applicant Signature

4/16/18

Date

ATTACHMENT B. PRELIMINARY PLAT & ASSOCIATED
APPLICATION SUBMITTAL MATERIALS

A PRELIMINARY PLAT SHOWING: ROBERTS' BROTHERS TOWNHOMES

A TOWNHOUSE SUBDIVISION OF LOT 3, BLOCK 3, WARM SPRINGS VILLAGE SUBDIVISION THIRD ADDITION.

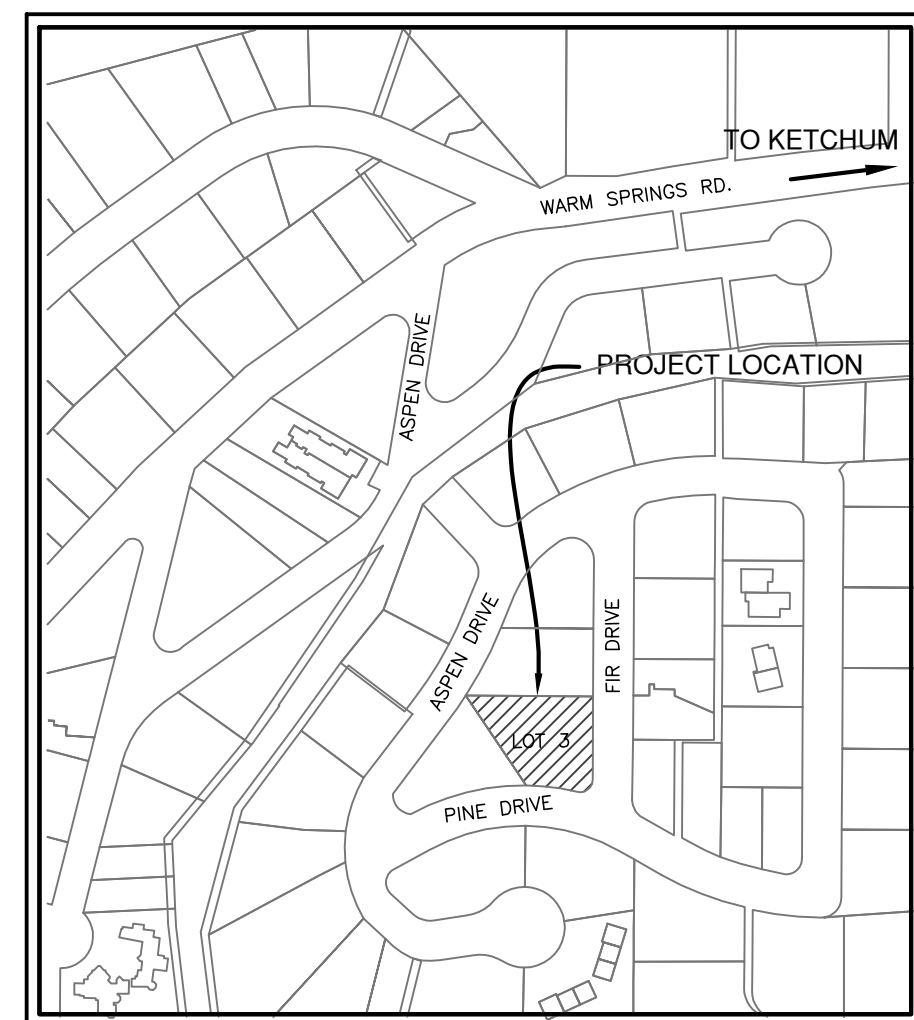
LOCATED WITHIN: SECTION 12, TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M.,
CITY OF KETCHUM, BLAINE COUNTY, IDAHO

APRIL 2018

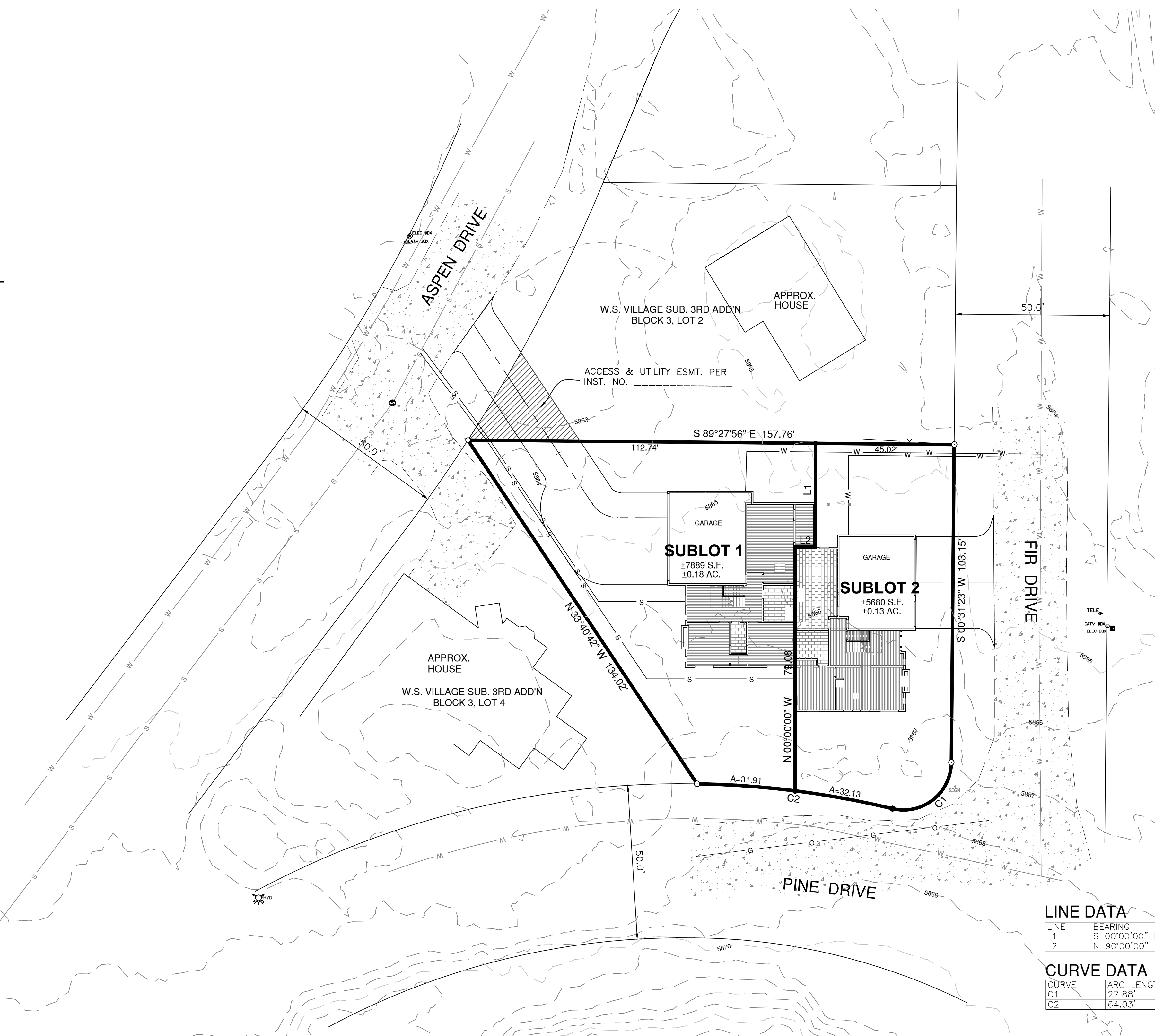


LEGEND

PROPERTY LINE	———
ADJOINING PROPERTY LINE	———
CENTERLINE	———
ASPHALT PAVEMENT	
FENCE	X
SEWER	S
SEWER MANHOLE	⊙
WATER	W
GAS	G
ELEVATION CONTOUR	5821
FOUND 1/2" REBAR	○
SET 1/2" REBAR	●



VICINITY MAP
NOT TO SCALE



NOTES:

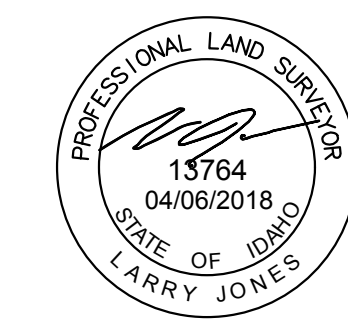
1. BASIS OF BEARINGS IS PER BLAINE COUNTY GIS CONTROL POINTS DERIVED BY GPS OBSERVATIONS. REFER TO PLAT & CC&S OF WARM SPRINGS VILLAGE SUBDIVISION FOR CONDITIONS AND/OR RESTRICTIONS REGARDING THIS PROPERTY.
2. ALL TOWNHOUSE OWNERS SHALL HAVE MUTUAL RECIPROCAL EASEMENTS FOR EXISTING AND FUTURE PUBLIC AND PRIVATE UTILITIES INCLUDING, BUT NOT LIMITED TO, WATER, CABLE TV, SEWER, NATURAL GAS, TELEPHONE, AND ELECTRIC LINES OVER, UNDER AND ACROSS THEIR TOWNHOUSE SUBLOTS AND COMMON AREA FOR THE REPAIR, MAINTENANCE AND REPLACEMENT THEREOF.
3. THE TOWNHOME DECLARATION FOR ROBERTS' BROTHERS TOWNHOMES WAS RECORDED AS INST. NO. _____, RECORDS OF BLAINE COUNTY, IDAHO.
4. CONTOUR INTERVAL: 1' - CONTOURS IN AREAS OF DENSE VEGETATION MAY DEVIATE FROM TRUE ELEVATION BY ONE HALF THE HEIGHT OF THE VEGETATION. DATE OF LIDAR FLIGHT FOR CONTOURS: SUMMER 2015.
5. ZONING: GENERAL RESIDENTIAL LOW DENSITY
6. PROPERTY IS LOCATED WITH BLUE AVALANCHE ZONE AS SPECIFIED IN THE 1977 WILSON AVALANCHE STUDY.
7. No further building coverage, including decks 30" above grade and accessory structures, will be permitted on either Sublot 1 or Sublot 2 unless the combined lot coverage for Lot 3, Block 3, Warm Springs Village Subdivision 3rd Addition is less than 35%.

LINE DATA

LINE	BEARING	DISTANCE
L1	S 00°00'00" E	19.35'
L2	N 90°00'00" W	6.60'

CURVE DATA

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	27.88'	115.48'	103°10'51"	S 51°55'01" W	24.26'
C2	64.03'	291.80'	12°34'21"	N 82°45'14" W	63.90'



ROBERTS' BROTHERS TOWNHOMES
LOT 3, BLOCK 3, WARM SPRINGS
VILLAGE SUBDIVISION THIRD ADDITION
LOCATED WITHIN:
SECTION 11, TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M.,
CITY OF KETCHUM, BLAINE COUNTY, IDAHO

PREPARED FOR: SCOTT ROBERTS

PROJECT NO. 18008	DWG BY: DWS/CPL	18008PRE.DWG
PRELIMINARY PLAT	DATE: 04/06/2018	SHEET: 1 OF 1

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Michael D. Pogue
Lawson Laski Clark & Pogue, PLLC
PO Box 3310
Ketchum, ID 83340

(space above line for recorder's use)

**TOWNHOME DECLARATION
ROBERTS' BROTHERS TOWNHOMES**

THIS DECLARATION IS MADE AS OF APRIL __, 2018, BY ROBERTS DUPLEX #2, L.L.C. ("DECLARANT")

**ARTICLE I
RECITALS**

A. Declarant is the owner of certain property located in the City of Ketchum, County of Blaine, State of Idaho, which is more particularly described as Lot 3 in Block 3 of WARM SPRINGS VILLAGE SUBDIVISION THIRD ADDITION, according to the official plat thereof, recorded as Instrument No. 114679, records of Blaine County, Idaho ("Property").

B. Declarant is constructing or has constructed multistory townhouse residential dwelling units joined by a common party wall on the Property so that each Townhome is located on a separate parcel of land.

C. Declarant hereby declares that all of the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any rights, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

**ARTICLE II
INTERPRETATION**

2.1 Declarant is Original Owner. Declarant is the Owner of the Property and all improvements located thereon and will continue to be deemed the Owner thereof except as conveyances or documents changing such Ownership regarding specifically described lots within the Property are filed of record.

2.2 Captions and Schedules. Captions given to the various Articles and Sections herein are for convenience only and are not intended to modify or affect the meaning of any of the substantive provisions hereof. Any schedules or exhibits referred to herein and attached hereto shall be deemed incorporated herein by reference as though fully set forth where such reference is made.

2.3 Definitions.

A. "Declarant" shall mean ROBERTS DUPLEX #2, L.L.C., an Idaho Corporation.

B. "Declaration" shall mean this Townhome Declaration and any amendments thereof.

C. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of fee simple title to any Townhome including contract purchasers, but excluding those having such interests merely as security for the performance of an obligation.

D. "Party Wall" shall mean the wall which is built as part of the original construction of a Townhome and placed on the dividing line between the Sublots.

E. "Persons" shall include natural persons, partnerships, corporations, associations and personal representatives.

F. "Plat" shall mean the final plat for Roberts' Brothers Townhomes recorded in the official records of Blaine County, Idaho concurrently herewith.

G. "Property" shall mean and refer to the real property described in Article I, paragraph A above.

H. "Sublot" shall mean and refer to any one of the parcels which constitute a portion of the Property.

I. "Townhome" or "Unit" shall mean the single-family residential unit located on a Sublot and separated from the adjoining townhome unit by a Party Wall.

2.4 Owner Consent or Approval. Whenever any of the provisions of this Declaration required the consent or approval of, or a decision by, the Owners, then, unless otherwise expressly provided herein, the consent, approval or affirmative decision of all of the Owners shall be deemed to be required.

ARTICLE III
PROPERTY RIGHTS

3.1 Sublots. Subject to the provisions of this Declaration, each Owner shall have the right to own, use and enjoy the Sublot owned by said Owner.

3.2 Easements

A. Right to Use. Subject to the provisions of this Declaration, each Owner shall have the right to use, enjoy and receive the benefit of any easements created hereunder.

B. Utility Easement. There is hereby created an easement upon, across, over, through and under the Property for ingress, egress, installation, replacement, repair and maintenance of all utilities and service lines and systems including, but not limited to, water, sewers, gas, telephones, electricity, television, cable, or communication lines and systems for those utilities initially installed by the Declarant.

C. Easement for Owner Duties. There is hereby reserved to Declarant and each Owner, or their duly authorized agents and representatives, such easements as are necessary to perform the duties and obligations of the Owners as set forth herein.

D. Easement for Encroachments. Each Sublot is hereby declared to have an easement over the adjoining Sublot for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of any building located on any Sublot, or any other similar cause, and any encroachment due to building overhang or projection. There shall be valid easements for the maintenance of said encroachment so long as they shall exist, and the rights and obligations of the Owner shall not be altered in any way by said encroachment, settling or shifting; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful act or acts with full knowledge of said Owner or Owners. In the event any building or improvement on a Sublot is partially or totally destroyed, and then repaired or rebuilt, the Owners agree that minor encroachments over the adjoining Sublot shall be permitted, and that there shall be valid easements for the maintenance of said encroachments so long as they shall exist. The foregoing encroachment shall not be construed to be encumbrances affecting the marketability of title to either Sublot.

E. Easement Over Sublots. There is hereby reserved to each Owner an easement over the adjoining Sublot to the extent reasonably necessary to permit said Owner to repair, maintain and improve the improvements on said Owner's Sublot; and to permit said Owner to move personal property in and out of the improvements on said Owner's Sublot. Provided, each Owner shall utilize only such portion of the other Sublot, and only for such duration as is reasonably necessary to accomplish a permitted purpose and in a manner that will not unnecessarily disturb the peaceful enjoyment of the other Sublot by the Owner thereof; and at said Owner's sole expense, repair any damage caused to the other Sublot and improvements to as near the original condition as reasonably practicable.

3.3 Party Walls

A. General Rules of Law to Apply. To the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply to the Party Walls.

B. Cost of Repair. The cost of reasonable repair and maintenance of a Party Wall shall be shared equally by the two Owners who make use of that wall.

C. Destruction by Fire or Other Casualty. If a Party Wall is destroyed or damaged by fire or other casualty, any Owner who has the use of the wall may restore it, and the other Owner shall contribute one-half of the cost of restoration thereof without prejudice,

however, the right of such Owner to call for a larger contribution from the other Owner under any rule of law regarding liability for negligent or willful acts or omissions.

D. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful acts causes the Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

E. Right to Contribution Runs with Land. The right of one Owner to contribution from the other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors in title.

ARTICLE IV USE

4.1 Alterations. Neither Owner shall make any exterior alterations or modifications to the building, fences, railings or walls situated within the Property without the prior written consent of the other Owner. Such approval shall not be unreasonably withheld. In the event an Owner fails to approve, modify or disapprove in writing a request from the adjoining Owner within thirty (30) days after the request is made, approval will be deemed denied.

4.2 Nuisances. No nuisance shall be permitted to exist or operate upon any Sublot or improvement thereon so as to be detrimental to any other Sublot or property in the vicinity thereof or to its occupants.

4.3 Maintenance of the Property. Each Owner is responsible for all maintenance, repair and replacement of all improvements on the Owner's Sublot, and shall keep the Sublot owned by him/her, and all improvements therein or thereon, in good order and repair and free of debris, including, but not limited to, the following: plumbing, electrical lines, gas and electric meters, windows, doors, including door hardware such as knobs and locks, keys, garage mechanical system, window and door screens, siding, telephone, television lines or other lines servicing solely a Sublot, weather stripping, chimney cleaning, dryer vents, and each Townhome's fire system. Each Owner shall be responsible for snow removal on and adjacent to his/her Sublot.

4.4 Zoning Regulations. Zoning regulations, building regulations, environmental regulations and other similar governmental regulations applicable to the Property shall be observed. In the event of any conflict between any provision of such governmental regulations and the restrictions of this Declaration, the more restrictive provisions shall apply.

ARTICLE V

INSURANCE

5.1 Insurance by Owner. The Owner of each Sublot shall obtain fire insurance, with extended coverage (including vandalism, malicious mischief, debris removal, cost of demolition, windstorm and water damage) endorsement in an amount as near as practicable to the full insurable replacement value (without deduction for depreciation), together with comprehensive liability insurance, with respect to the Sublot. All such policies shall name the Owner of the

adjoining Townhome as co-insured and shall not be cancelled without thirty (30) days' notice to the other Owner.

5.2 Reconstruction. In the event of damage or destruction by fire or other casualty to either Sublot or improvement thereof, the Owner thereof shall, upon receipt of the insurance proceeds, repair or rebuild such damage or destroyed portions of the Sublot and improvements in a good workmanlike manner substantially the same as the original plans and specifications of said property.

ARTICLE VI

GENERAL PROVISIONS

6.1 Duration. The covenants and restrictions of this Declaration shall run with the land and bind the land for a term commencing on the date hereof and ending upon the written revocation of all of the Owners.

6.2 Amendment. This Declaration may not be amended without the written consent of all of the Owners. Any amendment must be recorded.

6.3 Enforcement. Each Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens or charges now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party in any such proceeding shall be entitled to recover costs of suit, including reasonable attorney fees.

6.4 Severability. The invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

DATED this _____ day of _____, 2018.

ROBERTS DUPLEX #2, L.L.C.,

By: _____
Scott Roberts, Authorized Agent

Instrument # 521193

HAILEY, BLAINE, IDAHO

2005-06-08 09:55:00 No. of Pages: 2

Recorded for : STEPHAN, KVANVIG, STONE

MARSHA RIEMANN

Fee: 6.00

Ex-Officio Recorder Deputy

Index to: WTYQCICORP DEED

QUITCLAIM DEED

RICHARD G. ROBERTS and MARY ANN ROBERTS, as Trustees of the **Richard G. and Mary Ann Roberts Family Trust** dated **October 30, 1987**, hereinafter "Grantors," do release and forever quitclaim unto **ROBERTS DUPLEX #2, L.L.C.**, whose address is P. O. Box 4577, Hailey, Idaho 83333, hereinafter "Grantee," and to its heirs and assigns, all right, title and interest which Grantors now have or may hereafter acquire in the following described real property situated in Blaine County, State of Idaho, to-wit:

Parcel #1:

Lot 2 in Block 3 of WARM SPRINGS VILLAGE SUBDIVISION THIRD ADDITION, according to the official plat thereof, recorded as Instrument No. 114679, records of Blaine County, Idaho.


Parcel #2:

Lot 3 in Block 3 of WARM SPRINGS VILLAGE SUBDIVISION THIRD ADDITION, according to the official plat thereof, recorded as Instrument No. 114679, records of Blaine County, Idaho.

TO HAVE AND TO HOLD, all singular the said premises, together with the appurtenances, unto Grantee, and to its heirs and assigns forever.

WITNESS the hand of said Grantors this 6th day of June, 2005.

RICHARD G. AND MARY ANN ROBERTS
FAMILY TRUST DATED OCTOBER 30, 1987

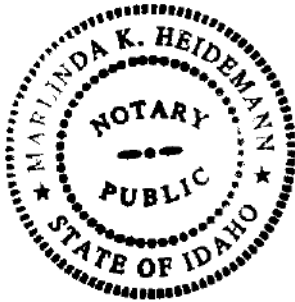
By: 
RICHARD G. ROBERTS, Trustee

By: 
MARY ANN ROBERTS, Trustee

STATE OF IDAHO)
)
) : ss.
COUNTY OF Twin Falls)

On this 6th day of June, 2005, before me the undersigned, a Notary Public for Idaho, personally appeared RICHARD G. ROBERTS, known or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, as trustee of The Richard G. and Mary Ann Roberts Family Trust dated October 30, 1987, and acknowledged to me that he executed the same as such trustee.

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

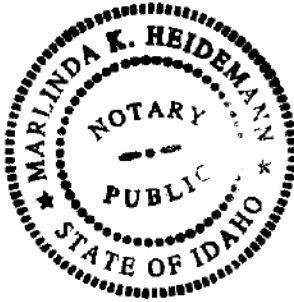


Marlinda K. Heidemann
Notary Public for Idaho
My Commission Expires on 7-10-07

STATE OF IDAHO)
)
) : ss.
COUNTY OF Twin Falls)

On this 6th day of June, 2005, before me the undersigned, a Notary Public for Idaho, personally appeared MARY ANN ROBERTS, known or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, as trustee of The Richard G. and Mary Ann Roberts Family Trust dated October 30, 1987, and acknowledged to me that she executed the same as such trustee.

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



Marlinda K. Heidemann
Notary Public for Idaho
My Commission Expires on 7-10-07

State of _____)
) ss.
County of _____)

On this ____ day of _____, in the year of 2018, before me, a Notary Public in and for said State, personally appeared, Scott Roberts, known or identified to me to be the authorized agent of ROBERTS DUPLEX #2, L.L.C., and acknowledged to me that he executed the same on behalf of said limited liability company.

Notary Public for
Residing at _____
My Commission expires _____

CLTA LOT BOOK GUARANTEE

ISSUED BY
STEWART TITLE GUARANTY COMPANY
a corporation, herein called the Company

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, AND SUBJECT TO THE FURTHER EXCLUSION AND LIMITATION THAT NO GUARANTEE IS GIVEN NOR LIABILITY ASSUMED WITH RESPECT TO THE IDENTITY OF ANY PARTY NAMED OR REFERRED TO IN SCHEDULE A OR WITH RESPECT TO THE VALIDITY, LEGAL EFFECT OR PRIORITY OF ANY MATTER SHOWN THEREIN.

GUARANTEES

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

Countersigned by:


Authorized Countersignature

Blaine County Title, Inc.
360 Sun Valley Road
P.O. Box 3176
Ketchum, ID 83340
Agent ID: 120037

stewart
title guaranty company





Matt Morris
President and CEO



Denise Carraux
Secretary

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

GUARANTEE CONDITIONS AND STIPULATIONS

1. **Definition of Terms** – The following terms when used in this Guarantee mean:
 - (a) "the Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
 - (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
 - (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
 - (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
 - (e) "date": the effective date;
2. **Exclusions from Coverage of this Guarantee** – The Company assumes no liability for loss or damage by reason of the following:
 - (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
 - (b) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water: whether or not the matters excluded by (1), (2) or (3) are shown by the public records.
 - (c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
 - (d) (1) Defects, liens, encumbrances, or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances. (2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.
3. **Notice of Claims to be Given by Assured Claimant** – An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required, provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.
4. **No Duty to Defend or Prosecute** – The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.
5. **Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate** – Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:
 - (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
 - (b) If the Company elects to exercise its options as stated in Paragraph 5(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
 - (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
 - (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.
6. **Proof of Loss or Damage** – In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.
7. **Options to Pay or Otherwise Settle Claims; Termination of Liability** – In case of a claim under this Guarantee, the Company shall have the following additional options:
 - (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

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File No.: 1820640

Lot Book Guarantee (6-6-92)

Page 2 of 3 of Policy Serial No.: G-0000-719464748

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such Purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of the indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its option under Paragraph 5, and the Guarantee shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To Pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5.

8. Determination and Extent of Liability – This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the exclusions stated in Paragraph 2.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations or as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

9. Limitation of Liability –

- (a) If the Company establishes the title or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

10. Reduction of Liability or Termination of Liability – All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro tanto.

11. Payment of Loss

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

12. Subrogation Upon Payment or Settlement – Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest and costs of collection.

13. Arbitration – Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.

14. Liability Limited to This Guarantee; Guarantee Entire Contract –

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

15. Notices, Where Sent – All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at P.O. Box 2029, Houston, Texas 77252-2029.

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File No.: 1820640

Lot Book Guarantee (6-6-92)

Page 3 of 3 of Policy Serial No.: G-0000-719464748

**LOT BOOK GUARANTEE
SCHEDULE A**

File No.: 1820640

Guarantee No.: G-0000-719464748

Date of Guarantee: February 07, 2018 at 5:00 P.M.

Liability: \$1,000.00

Premium: \$120.00

A. Assured:

Don Sewell, Benchmark Associates P.A.

B. Assurances, given without examination of the documents listed or referred to and only to the specifically named documents and no others:

1. Description of the land in Blaine County, Idaho:

Lot 3 in Block 3 of WARM SPRINGS VILLAGE SUBDIVISION THIRD ADDITION, according to the official plat thereof, recorded as Instrument No. 114679, records of Blaine County, Idaho.

2. The last recorded instrument in the public records purporting to transfer title to said land was:

Quitclaim Deed, recorded as Document No. 521193, conveying said real property to:

Roberts Duplex #2, L.L.C.

3. That there are no mortgages or deeds of trust describing the land that have not been released or reconveyed by an instrument recorded in the public records, other than those shown below under Exceptions.

4. That there are no contracts for sales, contracts for deed, including memorandums giving notice of such contracts, attachments, tax deed recorded within the last 9 years, which purport to affect the land other than shown below under Exceptions.

C. Exceptions:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by Public Records.

2. Any facts, rights, interests, or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.

3. Easements, liens, or encumbrances, or claims thereof, which are not shown by the Public Records.

4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims, or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
7. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records. Stewart makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interest that are not listed.
8. General taxes for the year 2017, a lien in the amount of \$3,495.58, of which the first half due December 20, 2017 are PAID and the second half are due on or before June 20, 2018. (Parcel No. RPK06000030030)
9. General taxes for the year 2018 and subsequent years, which are a lien not yet payable.
10. Water and sewer charges of the City of Ketchum.
11. Ketchum rubbish charges billed by Clear Creek Disposal.
12. Notes, Easements and Restrictions as shown on the official plat of Warm Springs Village Subdivision, Third Addition, recorded October 24, 1960, as [Instrument No. 114679](#), records of Blaine County, Idaho.
13. Limitations, Restrictions and Covenants including the terms and provisions thereof, as contained in that certain Warranty Deed executed by Mark B. Lloyd and Helen R. Lloyd, Husband and Wife recorded February 9, 1971 as [Instrument No. 138211](#), records of Blaine County, Idaho.
14. Affidavit as to Identification of Plats and Descriptions of Real Property within the avalanche zone, including the terms and provisions thereof, recorded October 10, 1979 as [Instrument No. 197578](#), records of Blaine County, Idaho.

STG Privacy Notice Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> ▪ request insurance-related services ▪ provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: *If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056*

ATTACHMENT C. FINDINGS OF FACT, CONCLUSIONS OF
LAW, AND DECISION



City of Ketchum
Planning & Building

IN RE:)
)
 Roberts' Brothers Townhomes) **KETCHUM PLANNING AND ZONING COMMISSION**
 Preliminary Plat) **FINDINGS OF FACT, CONCLUSIONS OF LAW, AND**
 Date: August 6, 2018) **DECISION**
)
 File Number: 18-047)

PROJECT: Roberts' Brothers Townhomes Preliminary Plat

FILE NUMBER: P18-047

REPRESENTATIVE: Benchmark Associates

OWNER: Roberts Duplex #2 LLC (John C Roberts, per Blaine County Assessor, as of 6/15/2018)

REQUEST: Preliminary Plat approval for a two (2) subplot townhouse subdivision.

LOCATION: 108 Fir Drive (Warm Springs Village 3rd Addition: Block 3: Lot 3)

ZONING: General Residential Low Density (GR-L)

OVERLAY: Avalanche Overlay District

NOTICE: Notice was mailed to properties within a 300 ft radius of the subject property and all political subdivisions on July 13th, 2018. Notice was published in the July 18th, 2018 edition of the Idaho Mountain Express.

BACKGROUND:

1. Property owner Roberts Duplex #2 LLC, represented by Benchmark Associates, have submitted a Preliminary Plat application for a two (2) subplot townhome subdivision.
2. The subject property is located in an existing platted subdivision, Warm Springs Village, 3rd Addition. The subject property is located within the General Residential Low Density (GR-L) Zoning District and also within the Avalanche Overlay District. With the adoption of Ordinance No. 1181, subdivisions within the Avalanche Overlay District are permitted as long as no new public or private streets or flag lots are created with the proposal.
3. A Building Permit (Application B18-021) for the project was issued on May 10th, 2018 and the duplex is currently under construction. Lot 3 is proposed to be subdivided into two (2) townhouse sublots. Sublot 1 is proposed to be 5,680 sq ft and Sublot 2 will be 7,889 sq ft.

4. All land subdivisions in the City of Ketchum are subject to the standards contained in Ketchum Municipal Code, Title 16, Subdivision. The standards are tailored for subdividing of land for the first time to create a new subdivision; many standards are related to the design and construction of multiple new lots that will form new blocks and infrastructure such as streets that will be dedicated to and maintained by the City. Some standards however, such as the installation of utility service lines, are applicable to the proposed subdivision of the subject property.

5. The first step in the subdivision process is to receive Preliminary Plat review and a recommendation from the Planning and Zoning Commission. After receiving a recommendation for approval, the Preliminary Plat application is forwarded to the City Council for review and approval. After City Council approval of the Preliminary Plat, the subdivider may submit an application for Final Plat. If the application substantially conforms to the Preliminary Plat, the Commission shall recommend approval and forward the application to the City Council for review and approval. Per Ketchum Municipal Code §16.04.070, the Final Plat shall not be signed by the City Clerk and recorded until the townhouses have received Certificates of Occupancy issued by the City of Ketchum and completion of all design review elements.

FINDINGS OF FACT

Table 1: Requirements for All Applications

City Department Comments			
Compliant			
Yes	No	N/A	City Code City Standards and City Department Comments
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.C Complete Application
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Police Department: <i>No comment.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Fire Department: <i>An approved access roadway per 2012 International Fire Code Appendix D (www.ketchumfire.org) shall be installed prior to any combustible construction on the site. The road shall be a minimum of twenty (20) feet in width and capable of supporting an imposed load of at least 75,000 pounds. The road must be an all weather driving surface maintained free, clear, and unobstructed at all times. Grades shall not exceed 7%. Dead end access roadways exceeding 150 feet in length shall be provided with an approved turnaround. Gates, if installed, are required to be siren activated for emergency vehicle access.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Streets Department: <i>All required work in the Right-of-way shall be completed prior to issuance of a Certificate of Occupancy for the project.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Utilities: <i>Curb stops and meter vaults will be located on the property line along Fir Drive. The irrigation tap for Sublot 2 may be sited anywhere after the meter.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Parks/Arborist: <i>No comment.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Building: <i>The duplex must meet 2012 International Building Code.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Planning and Zoning: <i>Comments are denoted throughout Tables 2 & 3.</i>

Table 2: Zoning Standards Analysis

Compliance with Zoning Standards				
Compliant			Standards and City Council Findings	
Yes	No	N/A	Guideline	City Standards and City Council Findings
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.040	Minimum Lot Area
			City Council Findings	Required: 8,000 square feet minimum. Existing:: 13,612 sq ft
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.040	Minimum Lot Area, Townhouse Sublot
			City Council Findings	Required: Equal to that of the perimeter of the townhouse unit. Proposed: Sublot 1 is proposed to be 7,889 sq ft and Sublot 2 is proposed to be 5,680 sq ft
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.040	Building Coverage
			City Council Findings	Permitted: 35% Proposed: 35% (4,764 square feet/13,612 sq ft lot area) Staff has calculated building coverage for the entirety of the duplex development on existing Lot 3 of Block 3, Warm Springs Subdivision Third Addition. The building coverage of the duplex development is 35%, which is the <u>maximum</u> permitted in the GR-L Zone. As building coverage is maxed out under the existing zoning code, no further building coverage, including decks 30" above grade and accessory structures will be permitted on the site. The applicant has added the following plat note: No further building coverage, including decks 30" above grade and accessory structures, will be permitted on either Sublot 1 or Sublot 2 unless the combined lot coverage for Lot 3, Block 3, Warm Springs Village Subdivision 3rd Addition is less than 35%.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.040	Minimum Building Setbacks
			City Council Findings	Minimum: Front: 15' Side: > of 1' for every 3' in building height, or 5' (11'-8" required) Rear: > of 1' for every 3' in building height, or 15' (11'-8" required) Proposed: Front (S): 15" Side (E): 11'-8" Side (W): 11'-8" Rear (N): 15' 17.128.020.A. Cornices, canopies, eaves, chimney chases or similar architectural features may extend into a required yard not more than three feet (3'). The roof overhang extends into the required yard a maximum of 3 ft as indicated on revised Sheet A100 of the Design Review submittal dated 02/20/2018.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.040	Building Height
			City Council Findings	Maximum Permitted: 35' Proposed: 34.5' as indicated on revised Sheet A301 of the Design Review submittal dated 03/23/2018.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.125.030.H	Curb Cut
			City Council Findings	Permitted: A total of 35% of the linear footage of any street frontage can be devoted to access off street parking. Proposed: Along Aspen Drive, the proposed curb cut is 16', which is 17% of the linear street frontage. Along Fir Drive, the proposed curb cut is 29'-9", which is 29% of the linear street frontage.

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.125.020.A .2 & 17.125.050	Parking Spaces
			City Council Findings	<i>Off-street parking standards of this chapter apply to any new development and to any new established uses.</i> Required: <i>Residential multiple-family dwelling in all districts except CC, T, T-3000, T-4000, and LI-1, LI-2, and LI-3:</i> <i>Units 2001 square feet and above: 2 parking spaces</i> Proposed: <i>The applicant is proposing a two (2) car garage for each duplex unit.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.18.050 & 17.08.020	Zoning Districts & Definitions
			City Council Findings	17.18.050: General Residential - Low Density District (GR-L): <i>The purpose of the GR-L General Residential - Low Density District is to provide areas where low and medium density uses can be properly developed in proximity to each other while still maintaining neighborhood amenities and favorable aesthetic surroundings. The intent of the general residential - low density district is to permit a reasonable amount of flexibility in both land use and development in residential development areas.</i> 17.08.020 – Definitions Dwelling, Multiple-Family: <i>A building, under single or multiple ownership, containing two (2) or more dwelling units used for residential occupancy.</i>

Table 3: Preliminary Plat Requirements

Preliminary Plat Requirements				
Compliant			Standards and City Council Findings	
Yes	No	N/A	City Code	City Standards and City Council Findings
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.B	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.
			City Council Findings	<i>The applicant has submitted a draft Townhome Declaration for the project. The subdivider shall submit to the Planning & Building Department a final copy of the document and file such document prior to recordation of the final plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.E	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.
			City Council Findings	<i>The attached garages are indicated as the unshaded portion of the building footprint and labeled on the Preliminary Plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.C.1	The subdivider shall file with the administrator copies of the completed subdivision application form and preliminary plat data as required by this chapter.
			City Council Findings	<i>The application has been reviewed and determined to be complete.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I	Contents Of Preliminary Plat: The preliminary plat, together with all application forms, title insurance report, deeds, maps, and other documents reasonably required, shall constitute a complete subdivision application. The preliminary

				plat shall be drawn to a scale of not less than one inch equals one hundred feet (1" = 100') and shall show the following:
			City Council Findings	<i>The applicant has submitted draft Townhome Declaration and Title Report for the subject property.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .1	The scale, north point and date.
			City Council Findings	<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .2	The name of the proposed subdivision, which shall not be the same or confused with the name of any other subdivision in Blaine County, Idaho.
			City Council Findings	<i>This standard has been met. This is an amendment to an existing subdivision— Warm Springs Village 3rd Addition.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .3	The name and address of the owner of record, the subdivider, and the engineer, surveyor, or other person preparing the plat.
			City Council Findings	<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .4	Legal description of the area platted.
			City Council Findings	<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .5	The names and the intersecting boundary lines of adjoining subdivisions and parcels of property.
			City Council Findings	<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .6	A contour map of the subdivision with contour lines and a maximum interval of five feet (5') to show the configuration of the land based upon the United States geodetic survey data, or other data approved by the city engineer.
			City Council Findings	<i>This standard has been met. The Preliminary Plat indicates contour lines at 1 ft intervals.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I 7	The scaled location of existing buildings, water bodies and courses and location of the adjoining or immediately adjacent dedicated streets, roadways and easements, public and private.
			City Council Findings	<i>This standard has been met. The adjacent existing residences and existing adjacent streets are indicated. All existing and proposed easements are indicated.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .8	Boundary description and the area of the tract.
			City Council Findings	<i>The legal description appears on the proposed Preliminary Plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .9	Existing zoning of the tract.
			City Council Findings	<i>The zoning designation of the subject property, General Residential Low Density (GR-L), is included as a plat note.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .10	The proposed location of street rights of way, lots, and lot lines, easements, including all approximate dimensions, and including all proposed lot and block numbering and proposed street names.
			City Council Findings	<i>No new streets are proposed. The dimensions of proposed Sublots 1 and 2 are indicated on the plat. The access and utility easement to access Sublot 1 is indicated on the plat.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .11	The location, approximate size and proposed use of all land intended to be dedicated for public use or for common use of all future property owners within the proposed subdivision.
				<i>No land for common or public use is required or proposed.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .12	The location, size and type of sanitary and storm sewers, water mains, culverts and other surface or subsurface structures existing within or immediately adjacent to the proposed sanitary or storm sewers, water mains, and storage facilities, street improvements, street lighting, curbs, and gutters and all proposed utilities.
			City Council Findings	<i>The plat indicates the proposed locations of all utilities. No street improvements are proposed with this project.</i>

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .13	The direction of drainage, flow and approximate grade of all streets.
			<i>City Council Findings</i>	<i>N/A as no new streets are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .14	The location of all drainage canals and structures, the proposed method of disposing of runoff water, and the location and size of all drainage easements, whether they are located within or outside of the proposed plat.
			<i>City Council Findings</i>	<i>N/A as no new drainage canals or structures are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .15	All percolation tests and/or exploratory pit excavations required by state health authorities.
			<i>City Council Findings</i>	<i>This standard is not required.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .16	A copy of the provisions of the articles of incorporation and bylaws of homeowners' association and/or condominium declarations to be filed with the final plat of the subdivision.
			<i>City Council Findings</i>	<i>The applicant has submitted a draft Townhome Declaration with the Preliminary Plat application submittal.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .17	Vicinity map drawn to approximate scale showing the location of the proposed subdivision in reference to existing and/or proposed arterials and collector streets.
			<i>City Council Findings</i>	<i>A vicinity map is included on the plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .18	The boundaries of the floodplain, floodway and avalanche zoning district shall also be clearly delineated and marked on the preliminary plat.
			<i>City Council Findings</i>	<i>There is no floodplain or floodway on the subject property. While the site is within the Avalanche Overlay District, only a minimal portion in the northeast corner of the lot is located within the blue/moderate zone. The applicant has included a plat note indicating the blue avalanche zone as specified in the 1977 Wilson Avalanche Study on the Preliminary Plat.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .19	Building envelopes shall be shown on each lot, all or part of which is within a floodway, floodplain, or avalanche zone; or any lot that is adjacent to the Big Wood River, Trail Creek, or Warm Springs Creek; or any lot, a portion of which has a slope of twenty five percent (25%) or greater; or upon any lot which will be created adjacent to the intersection of two (2) or more streets.
			<i>City Council Findings</i>	<i>This standard does not apply to the proposed townhouse subdivision.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .20	Lot area of each lot.
			<i>City Council Findings</i>	<i>The area of each subplot is indicated on the plat.</i>
			16.04.030.I .21	Existing mature trees and established shrub masses.

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	City Council Findings	<i>No existing mature trees or established shrub masses are present on the subject site.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .22	A current title report shall be provided at the time that the preliminary plat is filed with the administrator, together with a copy of the owner's recorded deed to such property.
			City Council Findings	<i>A current title report and a copy of the owner's recorded deed to the subject property were included in the Preliminary Plat application submittal.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .23	Three (3) copies of the preliminary plat shall be filed with the administrator.
			City Council Findings	<i>A digital copy for reproduction was submitted with the application. Therefore, Staff required only one (1) full size copy of the preliminary plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.A	Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. 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.
			City Council Findings	<i>Required improvements are indicated on the Preliminary Plat. The construction design plans were reviewed and approved through review of the Building Permit (B18-021).</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.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.
			City Council Findings	<i>Improvement Plans stamped by an Idaho licensed engineer were reviewed and approved through the Building Permit process.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.C	Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather conditions or other factors beyond the control of the subdivider, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be one year or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.
			City Council Findings	<i>Construction of required improvements is not required at this time. The applicant is aware that this is a requirement prior to Final Plat approval.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.D	As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification

				to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.
				<i>The applicant is aware that this is a requirement for completion of the subdivision.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.E	<p>Monumentation: Following completion of construction of the required improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows:</p> <ol style="list-style-type: none"> 1. All angle points in the exterior boundary of the plat. 2. All street intersections, points within and adjacent to the final plat. 3. All street corner lines ending at boundary line of final plat. 4. All angle points and points of curves on all streets. 5. The point of beginning of the subdivision plat description.
			<i>City Council Findings</i>	<i>The applicant is aware that this requirement shall be completed following construction.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.F	<p>Lot Requirements:</p> <ol style="list-style-type: none"> 1. Lot size, width, depth, shape and orientation and minimum building setback lines shall be in compliance with the zoning district in which the property is located and compatible with the location of the subdivision and the type of development, and preserve solar access to adjacent properties and buildings. 2. Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contains land with a slope in excess of twenty five percent (25%), based upon natural contours, or creates corner lots at the intersection of two (2) or more streets, building envelopes shall be shown for the lot(s) so affected on the preliminary and final plats. The building envelopes shall be located in a manner designed to promote harmonious development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. Also, building envelopes shall be located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, watercourses and topographical features. Structures may only be built on buildable lots. Lots shall only be created that meet the definition of "lot, buildable" in section 16.04.020 of this chapter. Building envelopes shall be established outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following: <ol style="list-style-type: none"> a. For lot line shifts of parcels that are entirely within slopes of twenty five percent (25%) or greater to create a reasonable building envelope, and mountain overlay design review standards and all other city requirements are met. b. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section. 3. Corner lots shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use. 4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line. 5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts. Should a double frontage lot(s) be created out of necessity, then such lot(s) shall be reversed frontage lot(s). 6. Minimum lot sizes in all cases shall be reversed frontage lot(s). 7. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty

				feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat.
			City Council Findings	<i>Standard #1 has been met. Standard #2 is not applicable as the Preliminary Plat does not create any new corner lots (existing Lot 3 is a corner lot). Standard #3 is not applicable as Lot 3 is an existing corner lot. Standards #4-6 are not applicable. Standard #7 has been met with the proposed access and utility easement. This easement is incorporated on the Preliminary Plat and will be included on the Final Plat.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.G	<p>G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</p> <ol style="list-style-type: none"> 1. No block shall be longer than one thousand two hundred feet (1,200'), nor less than four hundred feet (400') between the street intersections, and shall have sufficient depth to provide for two (2) tiers of lots. 2. Blocks shall be laid out in such a manner as to comply with the lot requirements. 3. The layout of blocks shall take into consideration the natural topography of the land to promote access within the subdivision and minimize cuts and fills for roads and minimize adverse impact on environment, watercourses and topographical features. 4. Corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.
			City Council Findings	<i>This application does not create a new block. This requirement is not applicable.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H	<p>Street Improvement Requirements:</p> <ol style="list-style-type: none"> 1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land; 2. All streets shall be constructed to meet or exceed the criteria and standards set forth in chapter 12.04 of this code, and all other applicable ordinances, resolutions or regulations of the city or any other governmental entity having jurisdiction, now existing or adopted, amended or codified; 3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad or limited access highway right of way, the council may require a frontage street, planting strip, or similar design features; 4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods; 5. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven percent (7%) so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing; 6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated; 7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended;

			<p>8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;</p> <p>9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);</p> <p>10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;</p> <p>11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;</p> <p>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</p> <p>13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the commission before submitting same to council for preliminary plat approval;</p> <p>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</p> <p>15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;</p> <p>16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;</p> <p>17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement;</p> <p>18. Street lighting may be required by the commission or council where appropriate and shall be installed by the subdivider as a requirement improvement;</p> <p>19. Private streets may be allowed upon recommendation by the commission and approval by the council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section;</p> <p>20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the administrator and shall be consistent with the type and design of existing street signs elsewhere in the city;</p> <p>21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by the subdivider. Such construction or improvement shall be in accordance with adopted standard specifications;</p> <p>22. Sidewalks, curbs and gutters may be a required improvement installed by the subdivider; and</p> <p>23. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights of way unless approved by the city council.</p>
			<p>City Council Findings</p> <p><i>This proposal does not create a new street. These standards are not applicable.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>16.04.040.I</p> <p>Alley Improvement Requirements: Alleys shall be provided in business, commercial and light industrial zoning districts. The width of an alley shall be</p>

				not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead end alleys shall be prohibited. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.
			City Council Findings	<i>This proposal does not create a new alley. This standard is not applicable.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.J	<p>Required Easements: Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.</p> <p>1. A public utility easement at least ten feet (10') in width shall be required within the street right of way boundaries of all private streets. A public utility easement at least five feet (5') in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the city engineer to be necessary for the provision of adequate public utilities.</p> <p>2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse.</p> <p>3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision.</p> <p>4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion.</p> <p>5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.</p> <p>6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the city.</p>
			City Council Findings	<i>The Preliminary Plat contains a utility easement, which coincides with the access easement. Standards #1-6 are not applicable.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.K	<p>Sanitary Sewage Disposal Improvements: Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the city engineer, council and Idaho health department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho department of health and the council may be constructed on a</p>

				temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety and welfare.
			City Council Findings	<i>This standard has been met by indicating the proposed service connections to the sewer main that is located in the Aspen Drive right-of-way.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.L	Water System Improvements: A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the city under the supervision of the Ketchum fire department and other regulatory agencies having jurisdiction. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall be permitted. All water systems shall be connected to the municipal water system and shall meet the standards of the following agencies: Idaho department of public health, Idaho survey and rating bureau, district sanitarian, Idaho state public utilities commission, Idaho department of reclamation, and all requirements of the city.
			City Council Findings	<i>This standard has been met by indicating the proposed service connection to the municipal water main that is located within the Fir Drive right-of-way.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.M	Planting Strip Improvements: Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.
			City Council Findings	<i>This standard is not applicable.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.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: 1. A preliminary soil report prepared by a qualified engineer may be required by the commission and/or council as part of the preliminary plat application. 2. Preliminary grading plan prepared by a civil engineer shall be submitted as part of all preliminary plat applications. Such plan shall contain the following information: a. Proposed contours at a maximum of five foot (5') contour intervals. b. Cut and fill banks in pad elevations. c. Drainage patterns. d. Areas where trees and/or natural vegetation will be preserved. e. Location of all street and utility improvements including driveways to building envelopes. f. Any other information which may reasonably be required by the administrator, commission or council to adequately review the affect of the proposed improvements. 3. Grading shall be designed to blend with natural landforms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways. 4. Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be

				<p>allocated for open space for the benefit of future property owners within the subdivision.</p> <p>5. Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction. Until such times as such revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion.</p> <p>6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply:</p> <ul style="list-style-type: none"> a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability. b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHO T99 (American Association of State Highway Officials) and ASTM D698 (American standard testing methods). c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability. d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or where fill slope toes out within twelve feet (12') horizontally of the top and existing or planned cut slope. e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.
			City Council Findings	<i>This is a small-scale subdivision to divide an existing lot within an existing subdivision into two sublots. These standards are not applicable. The only grading that will occur is related to the construction of the proposed duplex.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.O	Drainage Improvements: The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the city on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders.
			City Council Findings	<i>This Preliminary Plat application is for the subdivision of an existing lot within an existing subdivision that has frontage on existing streets. No new streets are proposed and no significant alteration to topography, other than as required for the construction of the townhouse units, are proposed with this application. Drainage Plans for the proposed development were reviewed and approved through Design Review P18-018 and Building Permit B18-021.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.P	Utilities: In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent

				lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.
			City Council Findings	<i>The applicant is aware of this requirement and will connect to existing utilities prior to Final Plat.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	Off Site Improvements: Where the offsite impact of a proposed subdivision is found by the commission or council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to final plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.
			City Council Findings	<i>No off-site improvements are required.</i>

CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation organized under Article XII of the Idaho Constitution and the laws of the State of Idaho, Title 50, Idaho Code;
2. Under Chapter 65, Title 67, of the Idaho Code the City has passed a subdivision ordinance, Title 16;
3. The City of Ketchum Planning Department provided adequate notice of the time, place, and summary of the applicant's proposal to be heard by the Commission for review of this application during a public hearing;
4. The Commission has authority to hear the applicant's Preliminary Plat Application pursuant to Chapter 16.04 of Ketchum Code Title 16;
5. The project **does** meet the standards of approval under Chapter 16.04 of Subdivision Code Title 16.

DECISION

THEREFORE, the Ketchum Planning and Zoning Commission **recommends approval to City Council** of this Preliminary Plat application this Monday, June 25th, 2018 subject to the following conditions:

1. The Townhome Declaration shall be simultaneously recorded with the final plat. The City will not now, nor in the future, determine the validity of the Townhome Declaration.
2. The Access & Utility Easement shall be simultaneously recorded with the final plat.
3. The failure to obtain Final Plat approval by the Council, of an approved preliminary plat, within one (1) year after approval by the Council shall cause all approvals of said preliminary plat to be null and void.
4. The recorded plat shall show a minimum of two Blaine County Survey Control Monuments with ties to the property and an inverse between the two monuments. The Survey Control Monuments shall be clearly identified on the face of the map.
5. An electronic CAD file shall be submitted to the City of Ketchum prior to final plat signature by the City Clerk. The electronic CAD file shall be submitted to the Blaine County Recorder's office concurrent with the recording of the Plat containing the following minimum data:
 - a. Line work delineating all parcels and roadways on a CAD layer/level designated as "parcel";
 - b. Line work delineating all roadway centerlines on a CAD layer/level designated as "road"; and,
 - c. Line work that reflects the ties and inverses for the Survey Control Monuments shown on the face of the Plat shall be shown on a CAD layer/level designated as "control."
6. All information within the electronic file shall be oriented and scaled to Grid per the Idaho State Plane Coordinate System, Central Zone, NAD1983 (1992), U.S. Survey Feet, using the Blaine County Survey Control Network. Electronic CAD files shall be submitted in a ".dwg", ".dgn" or ".shp" format and shall be submitted digitally to the City on a compact disc. When the endpoints of the lines submitted are indicated as coincidental with another line, the CAD line endpoints shall be separated by no greater than 0.0001 drawing units.

7. The applicant shall provide a copy of the recorded final plat to the Department of Planning and Building for the official file on the application.
8. All requirements of the Fire, Utility, Building, Planning, and Public Works departments of the City of Ketchum shall be met. All public improvements shall meet the requirements of the Public Works Department.
9. The final plat shall not be signed by the City Clerk and recorded until the townhouse has received:
 - a. A Certificate of Occupancy issued by the City of Ketchum; and,
 - b. Completion of all design review elements as approved by the Planning and Zoning Administrator.
10. The Council may accept a security agreement for any design review elements not completed on a case by case basis pursuant to Section 17.96.120.

Findings of Fact **adopted** this 6th day of August, 2018

Suzanne Frick
City Administrator



City of Ketchum
City Hall

August 6, 2018

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Authorization and Approval of Memorandum of Understanding #20227 for Art Donation

Recommendation and Summary

Staff is recommending Council to approve Memorandum of Understanding #20227 for acceptance of an art donation from Nini and Jeff Sakaguchi.

“I move to approve Memorandum of Understanding #20227 for Art Donation.”

The reason for the recommendation is as follows:

- Nancy Winton was a great supporter of the Ketchum community.
- Nancy Winton was a member of the Ketchum Arts Commission.
- The city currently owns several sculptural works of art located in city parks throughout town.

Introduction and History

In 2017, Nini and Jeff Sakaguchi purchased Nancy Winton’s home. Winton owned a Mark Stasz bench, which was located in the backyard of the home. The Sakaguchis would like to donate the piece to the city in honor of Nancy. They plan to hold a dedication and party in her honor.

Financial Impact

No financial impact is anticipated.

Sincerely,

Lisa Enourato
Assistant City Administrator

Attachments:

Memorandum of Understanding #20227
“Winton Commission” photo

**CITY OF KETCHUM
DONATION MEMORANDUM OF UNDERSTANDING #20227**

This Donation Memorandum of Understanding (MOU) documents the below-described donation by Nini and Jeff Sakaguchi (Donor), effective as to the Date of Acceptance designated below, to the City of Ketchum (City), a municipal corporation of the State of Idaho.

RECITALS

- A. Donor desires to donate to City certain funds and/or personal property as identified on Exhibit A to this MOU.
- B. City is willing to accept such donation to further the public purposes of the City and is thankful for the generosity of Donor.
- C. The Parties understand that such donation is made and accepted with the City reserving full and complete sole discretion to handle such donation as the City deems appropriate to further public purposes.

AGREEMENT

- 1. Donor hereby donates to the City the funds and/or property identified on Exhibit A hereto. All title and license to such is conveyed to the City. The purpose of the donation is also described on Exhibit A.
- 2. City accepts such donation for use within the public purposes of the City.
- 3. The Parties understand and agree that such donation is freely given with no conditions or opportunity for revocation. Upon acceptance the donation becomes the sole property of the City. City retains full discretion within its municipal authority for the handling and use of such donation. While City, in appreciation for the donation, will strive to accommodate the stated purpose for such donation, the City makes no warranty or guarantee as to such use. The City retains full discretion to allocate, use, distribute, disburse, locate, handle, and/or manage such donation as City deems to be in the best interest of the City and within the public purpose.
- 4. The donation may be tax deductible. Gifts to the City are considered outright and unrestricted donations. The City makes no representations as to deductibility and Donor is responsible for consultation with their own tax professional.

DONOR:

CITY:

Neil Bradshaw, Mayor

Date of Acceptance by City: _____

ATTEST:

Robin Crotty, City Clerk

EXHIBIT A

Donor Name (s):

Nini and Jeff Sakaguchi

Donation:

"Winton Commission" bench by Mark Stasz 7'x7'x40" bench, generally as depicted in attached photograph.

Intended Purpose/Use:

- Bench generally to be known and named as the "Winton Commission."
- The bench is valued based on its 1999 purchase price of Thirteen Thousand Dollars (\$13,000).
- Bench is to be located and displayed in a public location, as determined by the City.
- In the event that within ten years of this donation the City determines to no longer use the bench for public purposes the City will seek to first offer a return of the bench to Donor prior to any other surplus or disposal action.





City of Ketchum

August 6, 2018

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Approve Agreement 20228 with Ketchum Urban Renewal Agency for City Use of a Parking Lot

Recommendation and Summary

Staff is recommending the council provide authorization to the Mayor to enter into a revised license for access and use of property using the following motion:

"I move to approve Contract 20228, a revised license for access and use of property, with the Ketchum Urban Renewal Agency and authorize the Mayor to sign the Contract."

The reasons for the recommendation are as follows:

- The City currently has a license for access and use of property with the Ketchum Urban Renewal Agency.
- A revision to the lease to incorporate the entire property is required under the terms of the Purchase and Sale Agreement 20179, which was previously approved by the Council through Resolution 18-011.

Introduction and History

In 2017, the City of Ketchum collaborated with the Ketchum Urban Renewal Agency (KURA) to expand the existing parking lot on Washington Avenue and transition it to paid parking. At the time, each entity owned half of the lot. In early 2018, the City engaged the KURA in discussions on consolidating ownership of the lot. The KURA Board voted to approve purchasing the lot from the City at its March 19, 2018, meeting subject to a revision in the monthly rental rate to reflect the City's use of the larger space. During its April 18, 2018, meeting, the Ketchum City Council adopted Resolution 18-011 and approved the purchase and sale agreement which included the rental rate adjustment provision.

Analysis

The current request will enable the City and KURA to finalize the land purchase and sale agreement.

Financial Impact

Under the revised license agreement, the City will pay the KURA \$4,000 per month for the use of the lot. This amount has been included in the Mayor's proposed FY 19 budget.

Attachments

- Attachment A: Contract 20228
- Attachment B: Resolution 18-011

**LICENSE FOR ACCESS AND USE
OF PROPERTY FOR PARKING**

This License Agreement (“Agreement”) is entered into between the City of Ketchum, a municipal corporation duly organized and existing under the laws of the State of Idaho § 50-101 et seq. (hereinafter “City”) and the Ketchum Urban Renewal Agency, a public body politic and corporate of the State of Idaho, exercising governmental functions and powers and organized and existing under the Idaho Urban Renewal Law of the State of Idaho, title 50, chapter 20, Idaho Code, and the Local Economic Development Act, title 50, chapter 29, Idaho Code, with offices located at 480 East Ave. N, Ketchum, ID 83340 (hereinafter “Agency”). City and Agency may be referred to collectively as the “Parties”.

WITNESSETH:

A. Agency is the owner of that certain parcel of real property located at 211 E 1st Street, Ketchum, ID 83340, with a legal description of Lots 5, 6, 7, 8 of Block 18, Ketchum Townsite, and depicted on attached **Exhibit A** (the “Property”).

B. City has constructed a parking lot on the property.

C. City desires to obtain a license for the use of the Property to operate and maintain the parking spaces constructed on the Property.

D. Agency finds it in the best interest of the public to grant an-exclusive license to City to accommodate these temporary uses while the Property is being held for further development for the purposes described herein and subject to the limitations set forth below, because it will promote the development of Ketchum.

NOW, THEREFORE, Agency and City have agreed that City may enter upon the Property for the term and for the uses, and on the terms and conditions hereinafter set forth, and Agency does hereby grant to City, an exclusive license over, upon and across the Property for the purposes, period and uses described below.

In mutual exchange for the promises and covenants made herein, Agency issues an exclusive license to City on the following terms:

1. Definitions.

a. “Capital Costs of Parking Facility” shall mean the capital costs related to the design, engineering, and construction of the parking facility located on the Property and any parking equipment such as gates, barriers, ticket dispensers on or near the Property to support the use of the Property by cars and light trucks for parking, and repairs and ongoing maintenance, repair or replacement of the parking equipment and Property as may be reasonably necessary.

b. "Term" shall mean collectively the Initial Term and any Renewal Terms.

2. License for Parking Lot and Maintenance. A continuing license is hereby granted by the Agency to the City for installation, maintenance, repair and replacement of a parking lot and Capital Costs of Parking Facility, operation of a public parking lot on the Property, and general maintenance of the Property. This license may be extended to such design professionals and contractors and their agents, employees, subcontractors and consultants as determined by City to facilitate, continue and complete Capital Costs of Parking Facility as it may be necessary from time to time. City shall be responsible for paying the costs of Capital Costs of Parking Facility.

3. License for Use as Temporary Parking. A license for access to and use of the Property for parking purposes is hereby granted on condition that parking be used for public purposes. This License is personal to City and solely for the benefit of City and its patrons and shall not be deemed to run with the land or in any other way create a perpetual interest in City or any successors of City.

4. Initial Term. This License shall commence upon the signature of all parties (last date signed), and end September 30, 2018.

5. Renewal Terms. The City may, solely at its option, and when and if it duly budgets and appropriates funds therefore from revenues legally available to it for the ensuing fiscal year, renew this License for additional annual Renewal Terms. Each annual renewal of this License (a "Renewal Term") shall be deemed exercised by the City upon the adoption by September 15 of any year, of a budget of the ensuing fiscal year, duly budgeting and appropriating the amount of money required to make the License Payments and all other payments payable by the City under the License. Within ten (10) days following the adoption of a budget duly budgeting and appropriating said funds of the ensuing year, City shall deliver to the Agency a written statement certifying that it has duly budgeted and appropriated said funds for the ensuing year, which written statement shall be accompanied by a copy of the budget so adopted and a certified copy of the resolution or other official action of the City's governing body adopting said budget and appropriating said funds. The due appropriation of funds as aforesaid shall constitute a valid and enforceable obligation of the City for the payment of such funds for the purposes provided herein, and shall not be subject to abatement for any cause. Each Renewal Term shall commence on October 1 of the fiscal year following adoption of the budget as provided hereinabove and shall terminate on September 30 of the following calendar year. For any Renewal Term commencing on October 1, 2019, or thereafter, the Agency may, at its discretion, notify the City in writing, no later than June 1, of its decision not to renew the License.

6. License Payments/Parking Revenues. City agrees to pay an annual License Payment in the amount of Forty-eight Thousand Dollars (\$48,000), which shall be payable in monthly installments. For any Renewal Term commencing on October 1, 2019, the license payment shall be as mutually acceptable to the City and Agency. If the City and Agency cannot reach such

agreement, this license shall terminate. All revenues from use of the Property by City shall belong to City during the Term.

7. Maintenance. City shall at all times and at its sole expense maintain the Property in a safe, neat, and clean fashion, free of weeds, trash, debris, and snow. City further agrees to keep and maintain all improvements located upon said Property in a good state of repair and as good or better condition as when City entered the Property, ordinary wear and tear excepted.

8. Insurance. City shall, at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to City's use of the Property. Said insurance shall be written on an occurrence form and shall provide minimum protection of not less than \$2,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. The City shall provide the Agency a Certificate of Insurance verifying insurance coverage.

9. Restoration of Property After Termination. After the Initial Term of this License and any Renewal Terms expire, City shall within 30 days deliver the Property, including any improvements thereon, to Agency in an "as is" condition. City may remove Parking Equipment in its discretion.

10. Signage and Detour. The City is solely responsible for placing signage that warns the public of the temporary construction activities on the Property and detouring users away from the Property during any such period of construction.

11. Binding Effect. The terms of this License are binding on Agency, its successors and assigns and the City, and its successor and assigns.

12. Interpretation/Severability. If any clause, provisions, subparagraph, or paragraph set forth in this License is illegal, invalid, or unenforceable under present or future applicable laws, it is the intention of Agency and the City that the remainder of this License shall not be affected thereby.

13. Choice of Law. The terms and provisions contained in this License shall be governed and construed in accordance with the laws of the State of Idaho.

14. Attorney's Fees and Costs. In any suit, action or appeal therefrom to enforce, revoke or interpret this License, the prevailing party shall be entitled to recover its costs incurred therein, including reasonable attorneys' fees.

15. Complete Agreement. This License embodies the complete agreement between Agency and the City. This License cannot be modified, altered, amended, or terminated except by the written agreement of both Agency and City.

16. Permits. If any proposed reconstruction, relocation or maintenance of the uses contemplated by this License requires City to obtain land use, building, or other permits, City shall first obtain such permit before commencing such work, pay the required fees, and otherwise comply with the conditions set forth therein.

17. No Costs to Agency. Any and all costs and expenses associated with the City's ongoing use of the Property, or the repair and maintenance thereof, shall be at the sole cost and expense of the City.

18. Compliance with Law; Waste and Nuisances Prohibited. In connection with the City's use of the Property, the City covenants and agrees to:

- a. Comply with and observe in all respects any and all federal, state and local statutes, ordinances, policies, rules and regulations, including, without limitation, those relating to traffic and pedestrian safety, and/or to the presence, use, generation, release, discharge, storage or disposal in, on or under the Property of any Hazardous materials (defined as any substance or material defined or designated as hazardous or toxic waste, material or substance, or other similar term, by any federal, state, or local environmental statute, regulation or occurrence presently in effect or that may be promulgated in the future);
- b. Obtain any and all permits and approvals required by any other unit of government; and
- c. Commit no waste or allow any nuisance on the Property.
- d. The City covenants and agrees to indemnify and hold Agency harmless from and against any and all claims, demands, damages license, liabilities and expenses (including, without limitation, reasonable attorneys' fees) arising directly or indirectly from or in any way connected with the breach of these covenants.

19. Authority. Agency and the City represent to the other that such party has full power and authority to execute, deliver and perform this License, that the individuals executing this License on behalf of said party have been and are fully empowered and authorized by all requisite action to do so; and this License constitutes a valid and legally binding obligation of said party enforceable against such party in accordance with this License.

20. Effective Date: This Agreement shall be effective as of the date it is signed and executed by Agency.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto on the _____ day of _____, 2018.

CITY

By: _____
Its: _____
Date: _____

ATTEST:

By: _____
Its: _____

AGENCY

By: _____
Its: _____
Date: _____

ATTEST:

By: _____
Its: _____

Exhibit A

CITY OF KETCHUM

RESOLUTION 18-011

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM MAKING FINDINGS; AUTHORIZING THE MAYOR TO EXECUTE THE REAL ESTATE PURCHASE AND SALE AGREEMENT WITH THE KETCHUM URBAN RENEWAL AGENCY; AND AUTHORIZING THE MAYOR AND STAFF TO EXECUTE THE APPROPRIATE DEEDS AND TAKE OTHER ADMINISTRATIVE ACTIONS NECESSARY TO EFFECTUATE THE AGREEMENT.

SECTION 1: FINDINGS

- 1.1** The City approved Resolution 18-007 on March 19, 2018 under the authority and procedures of Chapter 14 of Title 50, Idaho Code, finding and declaring that:
- i)** The City owns Real Property as described in Exhibit A;
 - ii)** The Real Property is underutilized by the City and would be better utilized for public purposes with ownership by the Ketchum Urban Renewal Agency;
 - iii)** Declaring an intent to sell the Real Property to the Agency;
 - iv)** Determining a fair and reasonable consideration to be paid by the Agency in exchange for the Real Property;
 - v)** Setting and noticing a public hearing on the declaration and intent to sell the Real Property pursuant to Idaho Code § 50-1402.
- 1.2** The City appropriately noticed and held on April 18, 2019 a public hearing on the intention to sell the Real Property.
- 1.3** After receipt of public comment and conclusion of the public hearing, the City Council deliberated and determined that it was in the best interest of the City to proceed with the sale of the Real Property to the Agency on the terms negotiated between the Parties.
- 1.4** The terms of such conveyance are set forth in the Real Estate Purchase and Sale Agreement attached hereto as Exhibit B.

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

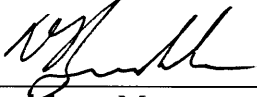
- 2.1.** The Mayor is authorized to execute the Real Estate Purchase and Sale Agreement between the City and Agency as presented in Exhibit B hereto.

- 2.2. The Mayor, or administrative designee, is authorized to execute certain deeds and acceptances and take other administrative actions reasonably necessary to effectuate closing and a conveyance of the Real Property under the terms of the Real Estate Purchase and Sale Agreement.
- 2.3. The City Clerk is directed to retain this Resolution in the official records of the City..

PASSED BY THE CITY COUNCIL of the City of Ketchum, effective this 18th day of April, 2018.

APPROVED:

Signed: _____


Neil Bradshaw, Mayor

ATTEST:

By _____

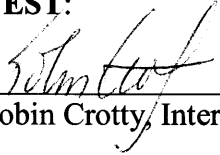

Robin Crotty, Interim City Clerk

EXHIBIT A

Legal Description

Lots 5 and 6, Block 19, Ketchum Townsite.



City of Ketchum

August 6, 2018

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Hold Public Hearing and Conduct Second Reading of Ordinance No. 1188 The FY 18-19 Annual Appropriations Ordinance

Recommendation and Summary

Staff respectfully recommends that the Ketchum City Council conduct the second reading of the Annual Appropriation Ordinance No. 1188, and read by title only:

"I MOVE TO APPROVE THE SECOND READING OF ORDINANCE NO. 1188, AN ORDINANCE OF THE CITY OF KETCHUM, IDAHO, ENTITLED THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2018, APPROPRIATING TO THE VARIOUS BUDGETARY FUNDS, SUMS OF MONEY DEEMED NECESSARY TO DEFRAY ALL NECESSARY EXPENSES AND LIABILITIES WITHIN EACH FUND FOR THE ENSUING FISCAL YEAR, AUTHORIZING A LEVY OF A SUFFICIENT TAX UPON THE TAXABLE PROPERTY AND SPECIFYING THE OBJECTS AND PURPOSES FOR WHICH SAID APPROPRIATION IS MADE, AND PROVIDING AN EFFECTIVE DATE."

The reasons for the recommendation are as follows:

- State statute establishes requirements for approving a budget.

Introduction and History

Per Idaho Code 50-1003, the City Council of each city shall, prior to the commencement of each fiscal year, pass an Ordinance to be termed the Annual Appropriation Ordinance.

On July 16, 2018, the Council adopted Resolution No. 18-021 approving the proposed budget for Fiscal Year Beginning October 1, 2018 and ending September 30, 2019, containing the proposed revenues and expenditures necessary for all purposes for said fiscal year to be raised and appropriated within said City and providing for publication of Notice of Public Hearing and for Public Hearing Thereon. The Council also conducted the first reading of Ordinance 1188.

Analysis

The City Council will hold a Public Hearing on August 20, 2018 at 5:30 p.m. for the purpose of considering and fixing a final budget and making appropriations to each office, department, service, agency, or institution and fund for the next fiscal year (2018-19).

The City Council will consider adopting Ordinance Number 1188, entitled the Annual Appropriation Ordinance for the Fiscal Year beginning October 1, 2018, appropriating to the various funds sums of money deemed necessary to defray all expenses and liabilities within each fund for the ensuing fiscal year, authorizing a levy of

sufficient tax upon the taxable property, specifying the objects and purposes for which said appropriation is made, and providing an effective date.

Financial Impact

The Fiscal Year 2018-19 City Budget provides budget authority for the services and projects the City anticipates providing during the new fiscal year. The proposed budget appropriates a total of \$23,671,940 including \$10,553,599 in the General Fund.

Attachments

- Attachment A: Ordinance 1188

ORDINANCE NO. 1188

AN ORDINANCE OF THE CITY OF KETCHUM, IDAHO, ENTITLED THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2018, APPROPRIATING TO THE VARIOUS BUDGETARY FUNDS, SUMS OF MONEY DEEMED NECESSARY TO DEFRAY ALL NECESSARY EXPENSES AND LIABILITIES WITHIN EACH FUND FOR THE ENSUING FISCAL YEAR, AUTHORIZING A LEVY OF A SUFFICIENT TAX UPON THE TAXABLE PROPERTY AND SPECIFYING THE OBJECTS AND PURPOSES FOR WHICH SAID APPROPRIATION IS MADE, AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED by the Mayor and City Council of the City Ketchum, Blaine County, Idaho.

SECTION 1: That the sum of \$23,671,940 be raised and appropriated to defray the necessary expenses and liabilities of the City of Ketchum, Blaine County, Idaho for the fiscal year beginning October 1, 2018.

SECTION 2: That the City Council hereby appropriates each Fund as an independent fiscal and accounting group with a self-balancing set of accounts recording cash and/or other resources together with all related liabilities, obligations, reserves and equities which are segregated for the purpose of carrying on specific activities or attaining certain objectives.

SECTION 3: That the appropriation for the General Fund is made in the following amount to each specific division or function:

Legislative and Executive, Administrative, Legal, Community Planning and Development, Law Enforcement, Building Code, and Non-Departmental.

Total General Fund	10,553,599
--------------------	------------

SECTION 4: That the appropriation for the Water and Wastewater Funds is made in the following amounts to each specific Fund, department or function:

Water Fund	2,018,921
Water Capital Improvement Fund	335,000
Wastewater Fund	2,680,435
Wastewater Capital Improvement Fund	583,500
Total Water and Wastewater Funds	5,617,855

SECTION 5: That the appropriation for all Other Funds is made in the following amounts to each specific Fund, department or function:

General Capital Improvement Fund	573,960
Essential Services Facilities Trust Fund	196,000

Wagon Days Fund	142,825
Street Capital Improvement Fund	136,560
Law Enforcement Capital Improvement Fund	0
Fire & Rescue Capital Improvement Fund	14,200
Parks & Recreation Capital Improvement Fund	25,000
Parks & Recreation Trust Fund	82,200
Original LOT Fund	2,467,247
Additional 1%-LOT Fund	2,132,987
GO Bond Debt Service Fund	149,507
Community Housing In-Lieu Fund	1,425,000
Police Trust Fund	5,000
Fire Trust Fund	0
Development Trust Fund	150,000
 Total Other Funds	 7,500,486

SECTION 6: That a general tax levy on all taxable property within the City of Ketchum be levied in an amount allowed by law for the general purposes for said City, for the fiscal year beginning October 1, 2018.

SECTION 7: All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 8: This ordinance shall take effect and be in force upon its passage, approval and publication in one issue of the Idaho Mountain Express, a newspaper of general circulation in the City of Ketchum, and the official newspaper of said City.

PASSED by the City Council and APPROVED by the Mayor of Ketchum this 20th day of August 2018.

ATTEST:

Neil Bradshaw
Mayor

Robin Crotty
City Clerk

Publish: Idaho Mountain Express
August 29, 2018

Ordinance No. 1188
Page 2



City of Ketchum

August 6, 2018

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to review, discuss and adopt the Ketch PDX exceedance and housing fund contribution agreements with amendments as determined appropriate by Council

Recommendation and Summary

Staff is recommending the council review, discuss, and adopt the following motion:

Move to authorize Mayor Bradshaw to sign the Ketch Exceedance and Housing Fund Contribution Agreements consistent with Exhibits A and B and any edits deemed appropriate by council upon the review and final approval of the city attorney

The reasons for the recommendation include:

- The City has provided options for development proposals to potentially exceed the allowable FAR in exchange for mitigation of impacts, particularly as focused on affordable workforce housing.
- Adoption of exceedance agreements is a best practice for the city.
- The City Council has outlined priorities for the use of the Community Housing Fund so as to pursue cooperative development across a variety of affordable and workplace housing options.
- The proposal provides deed restricted housing with the general goals of the city comprehensive plan and key parameters related to: 1) affordability (AMI); 2) management (BCHA); 3) number and size of units; and 5) housing term (in perpetuity).

Introduction and History

The City Council has adopted policies, regulations and authorized application forms be used for use of Community Housing In-Lieu Funds. Ketch PDX proposes to use subject funds to build on-site housing as set forth in Exhibits A and B.

Financial Impact

Yes. The project will have financial impact commensurate with the distribution of funds made.

Attachments

Exhibit A. Ketch PDX FAR Exceedance Agreement

Exhibit B. Ketch PDX CH Fund Contribution Agreement

EXHIBIT A

**FAR EXCEEDANCE
AGREEMENT**

Parties:

City of Ketchum	"City"	P.O. Box 2315, 480 East Ave. N., Ketchum, Idaho, 83340
Ketch PDX, LLC	"Owner"	Mailing: 2330 NW 31 st Ave. Portland, OR 97210 Physical Address: 560 1 st Ave (Ketchum Townsite: Block 35: Lot 5)

This FAR Exceedance Agreement ("Agreement") is made between the City of Ketchum, a municipal corporation of the state of Idaho, and Ketch PDX, LLC, a property owner in the City of Ketchum.

RECITALS

- A. Pursuant to the City's authority under the Idaho Local Land Use Planning Act, the Ketchum Municipal Code ("K.M.C.") Chapter 17.124 provides for certain development standards, including maximum floor area ratio (FAR) standards under K.M.C. 17.124.040 - Floor Area Ratios and Community Housing. These standards are intended to protect the public interest, health, general welfare, and provision of public services. The City has provided options for development proposals to potentially exceed the allowable FAR in exchange for mitigation of the impacts of such larger development, particularly as focused on affordable community and workforce housing. K.M.C. 17.124.040(B).
- B. The City has adopted Resolution 17-006 which provides for the Parties to proceed with the FAR standards and options under K.M.C. 17.124.040, so long as the Parties voluntarily opt into a FAR Exceedance Agreement, making clear they are voluntarily opting by contract into use of such FAR standards and mitigation measures and are waiving any claims or demands related to any legal challenge to K.M.C. 17.124.040.

THEREFORE, in consideration of the mutual agreement herein contained and subject to the terms and conditions stated, it is hereby understood and agreed by the Parties as follows:

- 1. **Attestation of Developer.** Developer, by this Agreement, attests that Developer desires to voluntarily proceed on the development proposal, including proposal of exceedance of FAR standards and accompanying mitigation measures, using the approach and standards as set forth in K.M.C. 17.124.
- 2. **Waiver and Release of Claims.** Developer, by this Agreement, waives and releases any claims, demands, challenges, claims for reimbursement or refund, and/or damages now or in the future deriving from or relying on the outcome of future litigation substantially

challenging the validity of K.M.C. 17.124 and its standards. It is Developer's intent to accept and proceed with such standards as outlined in K.M.C. 17.124 for Developer's development plan for purposes of allowable FAR and Developer voluntarily and knowingly accepts the mitigation measures as proposed.

3. **FAR Exceedance Consideration.** In consideration for Developer's attestation and waiver, the City agrees to consider their exceedance proposal and will currently consider and evaluate Developer's proposed FAR exceedance and accompanying mitigation measures within the framework and standards of K.M.C. 17.124.040, attached hereto as Exhibit A and made a part of this Agreement.
4. **Maximum FAR and Mitigation.** The Parties hereby agree to an allowable maximum floor area ratio and accompanying mitigation measures as set forth in Exhibit B, attached hereto and made a part of this Agreement.
5. **Withdrawal.** Developer may withdraw from this Agreement upon thirty day notice to City provided that Developer has not commenced building and has received no benefit from a maximum FAR exceedance. Withdrawal shall cause an immediate reversion to the permitted gross FAR as set forth in Exhibit A: K.M.C. 17.124.040(A) at the time of this Agreement. Furthermore, the City acknowledges that the Building Owner, in its sole discretion, may choose not to build the residential units. In such an event, this FAR Exceedance Agreement will be modified.
6. **Amendments.** This Agreement may not be amended, modified, altered or changed in any respect whatsoever, except by further agreement in writing duly executed by the parties.
7. **No Assignment.** Developer shall not sell, assign, or transfer all or any portion of its interest in this Agreement at any time without consent of the City.
8. **Binding Effect.** This Agreement shall be binding upon the heirs, estates, personal representatives, successors, and assigns of the parties.
9. **Attorney Fees and Costs.** In the event any action is brought to enforce this Agreement, the prevailing party is entitled to an award of reasonable attorney fees and costs.
10. **Notices.** Any notice under this Agreement shall be in writing and shall be treated as duly delivered if the same is personally delivered or deposited in the United States mail, certified, return receipt requested, postage prepaid, and properly addressed to the contacts as specified at the beginning of this Agreement.
11. **Partial Invalidity.** Whenever possible, each provision of this Agreement shall be interpreted in such a way as to be effective and valid under applicable law. If a provision of this Agreement is prohibited by or invalid under applicable law, it shall be ineffective

only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

12. **Waiver:** The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power, or privilege under this Agreement or the documents referenced in this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege.

13. **Execution and Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original agreement, but all of which shall be considered one instrument.

DATED THIS 6TH DAY OF AUGUST, 2018.

Developer

City of Ketchum, Idaho

Mark Madden, CEO
Ketch PDX LLC

Neil Bradshaw, Mayor

Attest:

Robin Crotty, City Clerk

Exhibit A**17.124.040: FLOOR AREA RATIOS AND COMMUNITY HOUSING:**

A. General Requirements: All new buildings and alterations to existing buildings in the GR-H, T, T-3000, T-4000 and CC zoning districts, unless otherwise specified in this title, shall be subject to the maximum floor area ratio (FAR) described below. Hotels that meet the definition of "hotel" found in chapter 17.08 of this title may exceed the floor area listed in the table below subject to section 17.124.050 of this chapter.

Districts	Permitted Gross FAR	Inclusionary Housing Incentive
GR-H	0.5	1.4
T	0.5	1.6
T-3000	0.5	1.6
T-4000	0.5	1.6
CC	1.0	2.25

B. Inclusionary Housing Incentive:

1. The purpose of this section is to encourage new development to include a reasonable supply of affordable and resident occupied workforce housing for sale or rent, to help meet the demand and needs for housing of the community's employees. Land within the zoning districts specified in the table above may be built to the listed permitted FAR. As an incentive to build community housing units, floor area may be increased up to the maximum FAR listed in said table with inclusionary housing incentive.
2. An increased FAR may be permitted subject to design review approval, and provided, that all of the following conditions are met:
 - a. A minimum of twenty percent (20%) of the total increase in gross floor area above the greater of the permitted FAR is deed restricted in perpetuity as community housing unit(s). Of this gross square footage, a fifteen percent (15%) reduction will be allowed as a standard discount from gross square footage to net livable square footage for community housing units.
 - b. After calculating net livable square footage, an allowance can be made for projects with demonstrated groundwater issues as documented by a registered engineer. Upon determination by the city that groundwater on the subject property precludes underground parking, a credit of three hundred fifty (350) square feet per required parking space shall be subtracted from the net livable square footage prior to the

calculation for the twenty percent (20%) deed restricted community housing. Parking space credit shall be rounded to the nearest whole number, and shall not be calculated as fractions.

- c. Community housing requirements may be paid via a fee in lieu of housing. The community housing units times the fee equals the amount due to the city. The fee in lieu shall be recommended by the governing housing authority on an annual basis and adopted by the city council. For fractions of units, the developer has the option of providing a full housing unit rather than paying the fee in lieu or working with the city or other nonprofit entity to construct the balance of the community housing unit with additional funds.
- d. All community housing units, either for sale or rent, shall be administered by the governing housing authority, unless otherwise determined by the city council. The governing housing authority shall recommend the types and locations of all proposed community housing units for approval by the city.
- e. The community housing units shall be targeted for Blaine County housing authority income category 4 (100 percent or less of area median income). The applicant may seek the recommendation of the governing housing authority in the determination of an alternative category with corresponding adjustment in the amount of community housing required. Said recommendation, if mutually agreed upon by the applicant and the commission, may be used in place of category 4. This allowance shall be based on need for the category type. The definition of who may qualify to purchase affordable housing shall be maintained in the guidelines of the governing housing authority as adopted by the city council.
- f. The city's primary goal is to see the development of and encourage the construction of community housing units, but realizes that other options will also move the city closer to its goal of housing the workforce. With this in mind, the following options for fulfillment of the community housing incentive are available to the applicant outright. These include, but are not limited to:
 - (1) Housing constructed by the applicant on or off site, within the city of Ketchum;
 - (2) Payment of an in lieu fee; or
 - (3) Acquisition of existing housing stock that meets with the governing housing authority's requirements and approval.
- g. In addition to those outright options noted in this section, the city council may consider alternative proposals by the applicant to fulfill the community housing incentive. The city council has full discretionary power to determine said request. Options for fulfillment of the community housing incentive include, but are not limited to:
 - (1) Land conveyance to the city;
 - (2) Existing housing unit buy down or mortgage buy down; or

(3) Other proposals and options as approved by the city council.

3. In the CC district, the maximum floor area incentive applies to buildings up to three (3) stories in height. Buildings above three (3) stories may exceed the 2.25 FAR maximum only in accordance with the pertinent code provisions allowing for a fourth floor (for example, hotels, PUDs and 100 percent community housing project, etc.). For hotel uses, community housing calculations apply to all those portions of the hotel development except the hotel units, which are addressed pursuant to employee housing of this chapter. (Ord. 1135, 2015)

Exhibit B

EXCEEDANCE AGREEMENT COMPLIANCE

PROJECT: WDC Ketch Housing Development Design Review

FILE NUMBER: #18-076

OWNERS: Ketchum PDX LLC

REPRESENTATIVE: Gene Bolante, Studio 3 Architecture

REQUEST: Design Review of a two-story residential building containing 18 apartment units.

LOCATION: 560 N. 1st Avenue (Lot 6, Block 35, Ketchum Townsite)

ZONING: Community Core (CC) & Sub-District C, Urban Residential

BACKGROUND:

1. The applicant is proposing to construct 18 apartments. The first floor will contain 12 alcove-studio units, the second floor will contain two 1-bedroom units and four 2-bedroom units. Alcoves range from 225 to 300 square feet, 1 bedrooms are proposed to be 290 square feet and 2 bedrooms are proposed to be 585 square feet. The applicant intends to designate up to four units for affordable housing.
2. The site is located at 560 N. 1st Avenue (Lot 6, Block 35, Ketchum Townsite). Subject Lot is 5,506 sq ft, which complies with the 5,500 sq ft minimum lot area required in the CC Zoning District.
3. The subject property is located in the Urban Residential Sub-district C of the Community Core (CC-C).
4. The proposed floor area of the project will have a total area of 7,750 gross square feet, with a Floor Area Ratio (FAR) of 1.376 (7,580 gross square feet / 5,506 square foot lot).
5. As a condition of Design Review approval, the project shall comply with the requirements of Ketchum City Code §17.124.040, *Floor Area Ratios and Community Housing*, as adopted on the date a Building Permit is submitted for the project.
6. The Planning and Zoning Commission approved the Design Review application (18-076) for Ketch PDX on June 25th, 2018. Building Permit plans must conform to the approved Design Review plans unless otherwise approved in writing by the Planning and Zoning Commission or Administrator.

Table 1. EXCEEDANCE ANALYSIS

Yes	No	N/A	Regulation	City Standard
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<i>17.124.040</i>	<i>Floor Area Ratios and Community Housing</i>

The project shall comply with the requirements of Ketchum City Code § 17.124.040 as adopted on the date a building permit is submitted for the project.

Permitted in Community Core Sub-district C (CC-C)

Permitted Gross FAR: 1.0

Permitted Gross FAR with Inclusionary Housing Incentive: 2.25

Proposed

FAR: 1.376 (7,580 gross square feet / 5,506 square foot lot)

Total Gross Floor Area

FLOOR AREA, GROSS (Ketchum City Code §17.08.020): The sum of the horizontal area of the building measured along the outside walls of each floor of a building or portion of a building, including stair towers and elevators on the ground floor only, and fifty percent (50%) of atriums over eighteen feet (18') plate height, but not including basements, underground parking areas or open unenclosed decks. Parking areas covered by a roof or portion of the building and enclosed on three (3) or more sides by building walls are included. Four (4) parking stalls for developments on single Ketchum town site lots of five thousand six hundred (5,600) square feet in size or less are not included in the gross floor area calculation.

Note: Basements are not included in the calculation for gross floor area.

Proposed Building	
Main Level	3,790
Upper Level	3,790
Total	7,580

Total Gross Floor Area: 7,580 sq ft

Inclusionary Housing Incentive

Community Housing Contribution: The applicant shall provide **353 square feet** of community housing either on-site or elsewhere within the City of Ketchum or pay a **\$84,014** fee in-lieu.

- Increase in sq ft above FAR = 2,074 sq ft (7,850 sq ft– 5,506 sq ft)
- 20% of CH incentive to be deed restricted or pay fee in lieu: 415 sq ft: (2,074 sq ft x .20 = 415 sq ft)
- Reduced by 15% to account for circulation, mechanical, etc.: 353 sq ft: (415 sq ft x .85 = 353 sq ft)

KETCH PDX, LLC AFFORDABLE HOUSING APARTMENT PROPOSAL

The applicant proposes to:

1. Provide three affordable units totaling approximately 1,090 square feet as follows: two 1st floor studio units (average 320 square feet) and one 2nd floor one bedroom unit (average 450 square feet).
2. Target subject apartments for a Blaine County Housing Authority (BCHA) Income of 85% AMI (or Category 4 or less)
3. List subject apartments for rent through the BCHA concurrent with the issuance of certificate of occupancy by the City for Developer's Project.
4. Deed restrict the one 320 square foot studio residential rental apartment and two remaining residential rental apartments *in perpetuity*.

EXHIBIT B

COMMUNITY HOUSING FUND CONTRIBUTION AGREEMENT

Parties:

City of Ketchum	"City"	Mailing: P.O. Box 2315, 480 East Ave. N., Ketchum, Idaho 83340
Ketch PDX, LLC	"Owner"	Mailing: 2330 NW 31st Ave. Portland, OR 97210

This Community Housing Fund Contribution Agreement ("Agreement") is made between the City of Ketchum, a municipal corporation of the state of Idaho, and Ketch PDX, LLC, owner of the Subject Property in the City of Ketchum.

RECITALS

- A. As part of its vision in the 2014 Comprehensive Plan, and in order to ensure the public health and welfare, the City has identified a priority on promoting community housing such that "the majority of people who work in Ketchum have an opportunity to reside here" and so as to promote local solutions for an increase in the diversity and supply of attainable housing.
- B. Pursuant to the City's authority under the Idaho Local Land Use Planning Act, the Ketchum Municipal Code ("K.M.C.") Chapter 17.124 provides for certain development standards, including maximum floor area ratio (FAR) standards under K.M.C. 17.124.040 - Floor Area Ratios and Community Housing. These standards are intended to protect the public interest, health, general welfare, and provision of public services.
- C. The City has provided options for development proposals to potentially exceed the allowable FAR in exchange for mitigation of the impacts of such larger development, particularly as focused on affordable community and workforce housing. K.M.C. 17.124.040(B). One option is to contribute an in-lieu fee, which is designated for and held in the City's Community Housing Fund. K.M.C. 17.124.040(B)(2)(c) and (f)(2). Additionally, the options include "alternative proposals by the applicant to fulfill the community housing incentive." K.M.C. 17.124.0404(B)(2)(g).
- D. The City Community Housing Fund is designated for development and promotion of the economic development and attainable housing goals of the Comprehensive Plan. The City Council has outlined priorities for the use of the Community Housing Fund so as to pursue cooperative development across a variety of affordable and workplace housing options. This includes use of the Community Housing Fund to work and contribute in partnership with development projects to achieve community housing goals.
- E. Owner is pursuing a development project known as the Ketch PDX multi-family residential rental development, which triggers certain FAR requirements. Owner and the City have discussed meeting such requirements through the provision of on-site workforce units. Additionally, Owner and City have discussed and desire to pursue development of additional workforce units beyond the requirements, pursuant to

contribution from the Community Housing Fund. Owner has submitted an application to the City for contribution from the Community Housing Fund, which is attached hereto as Exhibit A.

- F. The parties have entered into a FAR Exceedance Agreement documenting Owner's satisfaction of the FAR requirements; and the parties hereby wish to document their further agreement to pursue and provide additional workforce housing beyond requirements through a cooperative endeavor and contribution by the City from the Community Housing Fund.

THEREFORE, in consideration of the mutual agreement herein contained and subject to the terms and conditions stated, it is hereby understood and agreed by the Parties as follows:

1. **Owner Development.** Owner is required to develop 353 net livable square feet pursuant to the housing obligations of the FAR Exceedance Agreement between the Parties. Owner will exceed this requirement and develop 737 net livable square feet of residential units at the Subject Property, hereby identified as 560 N. 1st Avenue (Lot 6, Block 35, Ketchum Townsite), Ketchum. The residential units will be subject to the following restrictions:
 - a. Three apartments, totaling 1,090 square feet with adjusted median incomes of occupants of 4 or less will be constructed.
 - b. The residential apartments will be occupied by the Blaine County Housing Authority (BCHA) during which no short-term rental of the Units is permissible.
 - c. BCHA will provide management oversight of four apartment units.
2. **City Contribution.** In consideration of provision of the additional community housing with restrictions, City will contribute one hundred and seventy-five thousand four hundred and six dollars (\$175,406) to Owner for the 737 square feet exceeding the 353 square feet required. This contribution will be made from the City's Community Housing Fund and subject to the priorities and policies associated with such Fund. Contribution will be made to Owner upon the date of receipt of the Certificate of Occupancy and City verification that the additional housing has been developed and provided with the appropriate restrictions.
3. **Withdrawal.** Owner may withdraw from this Agreement upon thirty days notice to City provided that Owner has received no contribution from the Community Housing Fund. Such withdrawal will terminate any obligation of City to contribute. Withdrawal from this Agreement will not waive, terminate, or otherwise alter Owner's other FAR exceedance requirements.
4. **Amendments.** This Agreement may not be amended, modified, altered or changed in any respect whatsoever, except by further agreement in writing duly executed by the parties.

5. **No Assignment.** Owner shall not sell, assign, or transfer all or any portion of its interest in this Agreement at any time without consent of the City.
6. **Binding Effect.** This Agreement shall be binding upon the heirs, estates, personal representatives, successors, and assigns of the parties.
7. **Attorney Fees and Costs.** In the event any action is brought to enforce this Agreement, the prevailing party is entitled to an award of reasonable attorney fees and costs.
8. **Notices.** Any notice under this Agreement shall be in writing and shall be treated as duly delivered if the same is personally delivered or deposited in the United States mail, certified, return receipt requested, postage prepaid, and properly addressed to the contacts as specified at the beginning of this Agreement.
9. **Partial Invalidity.** Whenever possible, each provision of this Agreement shall be interpreted in such a way as to be effective and valid under applicable law. If a provision of this Agreement is prohibited by or invalid under applicable law, it shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
10. **Waiver:** The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power, or privilege under this Agreement or the documents referenced in this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege.
11. **Execution and Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original agreement, but all of which shall be considered one instrument.

Dated this ____ day of _____, 2018.

Owner

City of Ketchum, Idaho

 Mark Madden, CEO
 Ketch PDX, LLC

 Neil Bradshaw, Mayor

Attest:

 Robin Crotty, City Clerk



City of Ketchum

August 6, 2018

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to proceed with the third reading of Ordinance 1187 containing proposed municipal code text amendments to Title 17, Zoning, to consolidate the Community Core subdistricts from four to two and to rename the subdistricts

Recommendation and Summary

Staff recommends proceeding with the third reading of Ordinance 1187.

“I move to APPROVE the third reading of Ordinance No. 1187 finding the text amendments are in accordance with the Comprehensive Plan, Zoning Ordinance, and Subdivision Ordinance.”

The reasons for the recommendation are as follows:

- Council held a public hearing and the first reading of Ordinance 1187 on July 2nd, 2018 and the second reading on July 16th, 2018.
- Council directed staff to mail a courtesy notice regarding the proposed text amendments to affected properties; notice was mailed to all property owners within the boundaries of the existing Subdistricts B, Arts, and D, Traditional Neighborhood on July 5, 2018.
 - No written public comment was submitted for the record.
- The four the subdistricts of the Community Core are a holdover from the Form Based Code (Ord. 994), adopted in 2006 and repealed in 2015. The limited duration of the Form Based Code and the economic recession that overlapped with the time the Form Based Code was in place negated the success of the Form Based Code.
- The 2014 Comprehensive Plan designates a Future Land Use for Community Core Subdistrict D that conflicts with the uses currently permitted in Subdistrict D.
- Consolidation of the four subdistricts into two subdistricts will align with the 2014 Comprehensive Plan and facilitate downtown development and redevelopment

For the third reading of Ordinance #1187 staff included one additional amendment, not substantive in nature, to the District Use Matrix: permit Daycare Facilities, which allow attendance of up to 12 children, as an allowed use in Subdistrict 1 and Subdistrict 2 because Daycare Centers, which allow attendance of 13 or more children, are already permitted in the existing Subdistricts A, B, and C. This is viewed as a clerical, clean-up action since all other zoning districts that allow childcare-related uses allow either only the more restrictive Daycare Facility or allow both Daycare Centers and Daycare Facilities. Nevertheless, the 2014 Comprehensive Plan is supportive of this clarification being made; Policy CHW-3.4 states, “The City will zone land appropriately to allow for child care uses...”

Attachments:

- Ordinance 1187

ORDINANCE NO. 1187

AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, AMENDING TITLE 17, THE ZONING ORDINANCE, OF THE KETCHUM MUNICIPAL CODE BY AMENDING SECTION 17.12.020, DISTRICT USE MATRIX; SECTION 17.12.040, DIMENSIONAL STANDARDS – CC DISTRICT; 17.12.010, ZONING MAP DISTRICT; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION BY SUMMARY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Ketchum is authorized to amend the city zoning ordinance pursuant to Idaho Code § 67-6511; and

WHEREAS, the subdistricts of the Community Core are a holdover from the Form Based Code (Ord. 994), adopted in 2006 and repealed in 2015;

WHEREAS, the limited duration of the Form Based Code and the economic recession that overlapped with the time the Form Based Code was in place negated the success of the Form Based Code; and

WHEREAS, the 2014 Comprehensive Plan designates a Future Land Use for Community Core Subdistrict D that conflicts with the uses currently permitted in Subdistrict D; and

WHEREAS, consolidation of the four subdistricts into two subdistricts will align with the 2014 Comprehensive Plan and facilitate downtown development and redevelopment; and

WHEREAS, the Ketchum City Council, having reviewed the proposed text amendments, held public hearings on July 2nd, July 16th, and August 6th, 2018 found that the proposed amendments comply with the 2014 Comprehensive Plan; and

WHEREAS, the Ketchum City Council having considered the recommendation of the Planning and Zoning Commission and submitted comments and testimony from the public, having determined that it is in the best interests of the public and adopt the proposed text amendments to Title 17, Zoning Ordinance;

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

Section 1: AMENDMENTS TO SECTION 17.12.020 DISTRICT USE MATRIX. That Title 17 of the Ketchum Municipal Code be amended with a revised Section 17.12.020 as attached and incorporated as Exhibit A to this Ordinance.

Section 2: AMENDMENTS TO SECTION 17.12.040.B DIMENSIONAL STANDARDS – CC DISTRICT. Title 17 of the Ketchum Municipal Code be amended with a revised Section 17.12.040.B as attached and incorporated as Exhibit B to this Ordinance.

Section 3: AMENDMENTS TO SECTION 17.12.010 ZONING MAP DISTRICT. That the official zoning map of the City of Ketchum is amended with a revised Community Core Subdistricts Map as attached and incorporated as Exhibit C to this Ordinance.

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

Section 5. SAVINGS AND SEVERABILITY CLAUSE. It is hereby declared to be the legislative intent that the provisions and parts of this Ordinance shall be severable. If any paragraph, part, section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid for any reason by a Court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 6: PUBLICATION. This Ordinance, or a summary thereof in compliance with Section 50-901A, Idaho Code, substantially in the form annexed hereto as Exhibit D shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

Section 7. EFFECTIVE DATE. This Ordinance shall be in full force and effect after its passage, approval and publication according to law.

PASSED by the CITY COUNCIL and APPROVED by the MAYOR of Ketchum, Idaho on August 6th, 2018.

APPROVED:

Neil Bradshaw, Mayor

ATTEST:

Robin Crotty, City Clerk

Exhibit A

DISTRICT USES		L	L	L	G	G	S	S	S	T	T	T	C	C	L	L	L	R	A	
		R	R	R	R	R	R	O	O	O	T	3000	4000	SD	SD	I	I	I	U	F
PUBLIC & INSTITUTIONAL	Assembly, Place of				C ³	C ³							C	C						
	Cemetery																	C	C	
	Cultural Facility												P	P				C		
	Geothermal Utility											C ⁷								
	Hospital												C	C						
	Medical Care Facility					C				P			P	P						
	Nature Preserve	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
	Parking Facility, Off-Site									C	C	C	C	C						
	Parking, Shared									C ⁸	C ⁸	C ⁸	P ⁸	P ⁸						
	Performing Arts Production												P	P					C	
	Public Use	C	C	C	C	C	C	C	C	C	C	C	P	P	C	C	C	C	C	
	Public Utility	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
	Recreation Facility, Public	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
	Recycling Center															P				
	Semi-Public Use					C				C	C	C	P	P					C	
ACCESSORY	Agriculture, Urban	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²	
	Avalanche Protective, Deflective, or Preventative Structure/Earthwork	C	C	C	C	C	C	C	C	C	C	C							C	
	Daycare Home	A ⁴	A ⁴	A ⁴	A ⁴	A ⁴	A ⁴	A ⁴	A ⁴	A ⁴	A ⁴	A ⁴			C ⁴				A ⁴	
	Daycare, Onsite Employees														A	A	A			
	Dwelling Unit, Accessory	A ¹⁸	A ¹⁸	A ¹⁸	A ¹⁸	A ¹⁸	A ¹⁸	A ¹⁸	A ¹⁸	A ¹⁸	A ¹⁸	A ¹⁸	A ¹⁸	A ¹⁸					A ¹⁸	
	Electric Vehicle Charging Station	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	
	Energy System, Solar	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	
	Energy System, Wind	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	
	Fallout Shelter	A	A	A	A	A	A	A	A	A	A	A								
	Guesthouse	A	A	A	A	A	A	A	A	A	A	A								
	Home Occupation	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	
	Recreation Facility, Residential	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A			
	Equestrian Facility, Residential	A	A	A	A	A	A	A	A	A	A	A							A	
	Sawmill, Temporary																		C	

- A multi-family development containing up to two (2) dwelling units is permitted.
- Two (2) one-family dwellings are permitted.
- Religious institutions are allowed through the provision of a conditional use permit. No other assembly uses as defined in Chapter 17.08 are permitted.
- Use is not permitted in the Avalanche Zone. Reference Zoning Map.
- Retail trade is permitted but must not exceed 2,500 square feet.
- Uses must be subordinate to and operated within tourist housing and not to exceed ten percent (10%) of the gross floor area of the tourist housing facility.
- Utility for offsite use.
- See section 17.125.070 for shared parking standards.
- Drive-throughs are not allowed in association with food service establishments.
- This is a permitted use, however offices and professional services on the ground floor with street frontage require a conditional use permit.
- Tourist houses shall only be located in existing one-family dwellings. Additions to the home shall not exceed 20 percent (20%) of the existing square footage.
- The following forms of retail trade are permitted: (a) Equipment rental, including sporting equipment and entertainment equipment, (b) Building, construction and landscaping materials; small engines with associated sales (c) Retail in conjunction with manufacturing, warehousing or wholesaling not to exceed 30% gross floor area or 800 square feet, whichever is less; no advertising is displayed from windows or building facades; and no access onto a major arterial is allowed if an alternative access is available.
- Personal service is not allowed except for laundromats and dry cleaning establishments.
- See section 17.124.090 of this title for industrial districts residential development standards.
- Catering and food preparation is permitted. Restaurants require a conditional use permit and shall not exceed 1,000 square feet and serve no later than 9:00 P.M. unless expressly permitted through approval of the conditional use permit.
- The following forms of retail trade are permitted: (a) Equipment rental, including sporting equipment and entertainment equipment (b) Building, construction and landscaping materials; small engines with associated sales (c) Furniture and appliances in conjunction with warehousing not to exceed 18% gross floor area or 900 square feet, whichever is less; (d) Other retail in conjunction with manufacturing, warehousing or wholesaling; it is limited to 10% gross floor area or 500 square feet, whichever is less. ---- Retail uses (c) & (d) shall have no advertising displayed from windows or building facades; and no access will be permitted onto a major arterial if an alternative access is available.
- See section 17.124.120.C of this title for industrial districts daycare development standards.
- See section 17.124.070 of this title for accessory dwelling unit development standards.
- A maximum of five (5) dwelling units are allowed through a conditional use permit and shall be a minimum of 400 square feet and not exceed 1,200 square feet in size.
- Indoor only.
- Only allowed in conjunction with an equestrian facility.
- See section 17.124.080 of this title for urban agriculture development standards.

DISTRICT USES	L R	L R 1	L R 2	G R L	G R H	S T O 0.4	S T O 1	S T O H	T	T 3000	T 4000	C C SD 1	C C SD 2	L I 1	L I 2	L I 3	R U	A F
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- 23. See chapter 17.140 for wireless communications facility provisions.
- 24. Allowed on the ground floor only.
- 25. See section 17.124.050 of this title for hotel development standards.
- 26. Ground floor street frontage uses are limited to retail and/or office uses. In subdistrict A office uses require a conditional use permit.
- 27. Ground floor only.
- 28. Through the provision of a conditional use permit, the planning and zoning commission may approve a 20% increase to the total existing square footage of an existing nonconforming one-family dwelling.
- 29. Use is allowed as an accessory use through the provision of a conditional use permit.
- 30. Development agreement required.
- 31. Vehicular access from Highway 75 to motor vehicle fueling stations is prohibited.
- 32. All commercial and neighborhood off-site snow storage uses are subject to the standards set forth in section 17.124.160 of this title. Conditional Use Permits are required of all off-site snow storage operations when the project: (a) affects greater than one-half acre; or, (b) has, at the discretion of the Administrator, the potential to negatively impact neighboring uses within 300' of the proposed neighborhood or commercial off-site snow storage operation.
- 33. Short Term Rental in the Avalanche Overlay zone is permitted subject to the regulations found in Chapter 17.92, Avalanche Overlay District.

Exhibit B

Community Core Dimensional Standards

Dimensional Standards		Sub-District 1: Retail Core	Sub-District 2: Mixed Use
Lot/FA R Misc.	Minimum lot size	5500 SF	
	Minimum lot width	Average of 55'	
	FAR requirements	See FAR requirements in section 17.124.140 of this title.	
Minimum Building Setbacks	Front & street side	0'	5' Average
	Adjacent to alleyway	3'	
	Rear side not adjacent to an alleyway	0'	
	Interior side		
	Cantilevered decks and overhangs		
	Setback for 5th floors	20' from street sides and frontage and 10' on all other sides.	
	Setback for 4th floors	10'	
	Non-habitable structures, fixed amenities, solar and mechanical equipment affixed to a roof from all building facades.		
Maximum Building Heights	Cantilevered decks and overhangs	8' above grade and/or walking surface	
	Building height	42', unless otherwise allowed in this title.	
	Height of buildings devoted 100% towards community housing	50' ¹	
	Hotel building height (For hotel development standards see section 17.124.050.B.6 of this title.)	68' ¹	
	Non-habitable structures located on building roof tops	10'	
	Perimeter walls enclosing roof top deck and structures	4' above roof surface height. Perimeter roof top walls are required to be at least 75% transparent.	
	Roof top solar and mechanical equipment above roof surface.	5'	

1. All buildings greater than 48 feet in height or that contain a 5th floor shall require final approval from the city council. For Hotel height standards, see section 17.124.050.B.6 of this title.

Exhibit C

Community Core Subdistricts

Community Core Subdistrict

- 1 - Retail Core
- 2 - Mixed Use

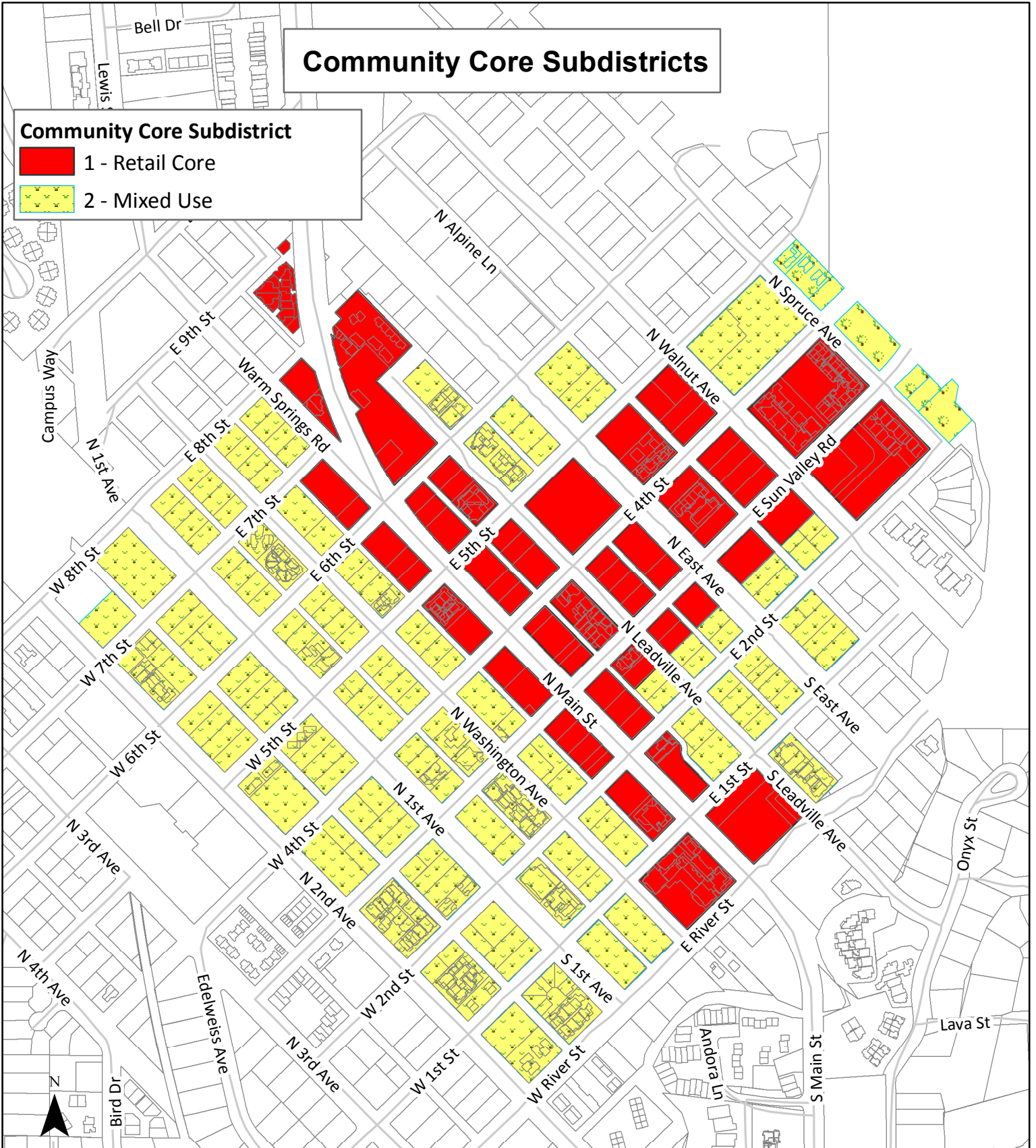


Exhibit D

ORDINANCE NO. 1187

AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, AMENDING TITLE 17, THE ZONING ORDINANCE, OF THE KETCHUM MUNICIPAL CODE BY AMENDING SECTION 17.12.020, DISTRICT USE MATRIX; SECTION 17.12.040, DIMENSIONAL STANDARDS – CC DISTRICT; 17.12.010, ZONING MAP DISTRICT; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION BY SUMMARY; AND PROVIDING AN EFFECTIVE DATE.

A summary of the principal provisions of Ordinance No. 1187 of the City of Ketchum, Blaine County, Idaho, adopted on August 6th, 2018, is as follows:

SECTION 1. Amends Section 17.12.020, Terms Defined, to amend the District Use Matrix to consolidate and rename the four Community Core subdistricts into two subdistricts.

SECTION 2. Amends Section 17.12.040.B, Dimensional Standards – CC District, to reflect the consolidated and renamed subdistricts.

SECTION 3. Amends Section 17.12.010, Zoning Map District, to amend the Community Core Subdistrict Map to reflect the consolidated and renamed subdistricts.

SECTION 4. Provides for a repealer clause.

SECTION 5. Provides a savings and severability clause.

SECTION 6. Provides for publication of this Ordinance by Summary.

SECTION 7. Establishes an effective date.

The full text of this Ordinance is available at the City Clerk’s Office, Ketchum City Hall, 480 East Avenue North, Ketchum, Idaho 83340 and will be provided to any citizen upon personal request during normal office hours.

APPROVED:

Neil Bradshaw, Mayor

ATTEST:

Robin Crotty, City Clerk



City of Ketchum

August 6th, 2018

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to hold a public hearing, consider public comment, and to proceed with the first reading of Ordinance #1189

Recommendation and Summary

Staff recommends holding a public hearing, considering public comment, and proceeding with the first reading of Ordinance #1189 in order to establish maximum square footages for retail establishments in the Community Core.

"I move to APPROVE the first reading of Ordinance #1189 finding the text amendments are in accordance with the 2014 Comprehensive Plan."

The primary reason for the recommendation is to:

- proactively establish a size limitation for retail establishments complementary to Ketchum's downtown character

Introduction and History

Ketchum is a mountain-resort community with a compact, walkable downtown recognized for its character and sense of place (recent recognition includes the American Planning Association's Great Places designation for Ketchum's Main Street in 2016). Yet, as it stands, a retail establishment out of scale and character with Ketchum's sense of place could be developed downtown in the Community Core zoning district. While the Comprehensive Plan and zoning code actively reinforce downtown's importance as the primary area of the city designated and appropriate for retail trade there are no maximum square footages in place to limit the size of retail stores. In other zoning districts, such as Tourist, Light Industrial #1 and Light Industrial #2, there are limitations on the size and scale of retail establishments. For example, in the Tourist zone retail trade is not permitted to exceed 2,500 square feet under any circumstance. In the Light Industrial District - #1 retail trade, other than equipment rental and the sale of building, construction and landscaping materials, is not permitted to exceed 30 percent (30%) of gross floor area, or 800 square feet, whichever is less.

In order to proactively establish a size limitation for retail establishments complementary to Ketchum's downtown character staff recommends:

- Limiting the gross floor area for individual retail trade to 36,000 gross square feet; and
- Limiting the net leasable floor area for grouped retail trade to 55,000 net leasable square feet; and
- Amending the definition of retail trade to distinguish between individual retail trade and grouped retail trade.

The Planning and Zoning Commission considered the proposed amendments during seven public hearings held between March and July of 2018. The proposed amendments are informed by the precedents set by the size of existing individual tenant and grouped tenant retail establishments, analysis of small format/urban footprint “big box” retail chains, and outreach to the largest individual retail trade establishment in the Community Core (located within a grouped retail establishment).

Analysis

Large individual tenant retail establishments in Ketchum include City Market (approximately 12,000 gross square feet) and Atkinsons (approximately 18,000 gross square feet). The largest grouped retail developments are Giacobbi Square (approximately 52,000 net leasable square feet, including Atkinsons, and first floor and basement retail) and the Colonnade and Christiania buildings (approximately 24,000 square feet on the ground floor at Walnut/Sun Valley Road and approximately 20,000 square feet on the ground floor at Spruce/Sun Valley Road).

Most original Ketchum Townsite parcels are 5,500 square feet in size, with 8 parcels comprising a city block, at a square footage of 44,000 square feet. Giacobbi Square and the Christiania buildings were both developed on areas equivalent to a complete Ketchum Townsite block (8 townsite parcels).

The Ketchum townsite block and existing retailers represent natural constraints and precedent sizes for grouped and individual retail trade developments. Nevertheless, staff researched the size of retail establishments in nearby Hailey as well as “big-box” and “small-box” chain retail establishments and grocery stores to generate a sketch of the size and scale of national retailers that could potentially locate in Ketchum. Staff researched Trader Joe’s, Whole Foods, Family Dollar, Wal-Mart, Target and TJ Maxx. Upon reviewing analysis of nationally branded retail stores the Commission considered whether it would be beneficial to create a tiered structure to permit retail establishments up to a specified size by-right and retail establishments beyond a specified size with a Conditional Use Permit only. However, the Commission found, and staff agreed, that the 36,000 gross and 55,000 net leasable square footage thresholds for individual tenant and grouped tenant retail based on the Ketchum townsite block size and precedent existing businesses were more appropriate.

Financial Impact

None identified.

Attachments:

- Ordinance #1189

ORDINANCE NO. 1189

AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, AMENDING TITLE 17, THE ZONING ORDINANCE, OF THE KETCHUM MUNICIPAL CODE BY AMENDING SECTION 17.12.020, DISTRICT USE MATRIX; SECTION 17.08.020, TERMS DEFINED; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION BY SUMMARY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Ketchum is authorized to amend the city zoning ordinance pursuant to Idaho Code § 67-6511; and

WHEREAS, the 2014 Comprehensive Plan enumerates a vision to “Discourage commercial strip development and keep key commercial needs concentrated in the downtown”; and

WHEREAS, the 2014 Comprehensive Plan enumerates a vision to “Encourage new development to be designed to fit in with Ketchum’s character as a small mountain town” that is further defined with Goal CD-1: “Our community will preserve its small-town character and the distinct image of neighborhoods and districts”; and

WHEREAS, the 2014 Comprehensive Plan designates a Future Land Use for Community Core Subdistrict D that conflicts with the uses currently permitted in Subdistrict D; and

WHEREAS, the 2014 Comprehensive Plan documents citizens’ concerns to “support a balance to ensure the right blend of building types to maintain Ketchum’s small-town character”; and

WHEREAS, the Ketchum City Council, having reviewed the proposed text amendments, held public hearings on August 6th, _____, and _____, 2018 found that the proposed amendments comply with the 2014 Comprehensive Plan; and

WHEREAS, the Ketchum City Council having considered the recommendation of the Planning and Zoning Commission and submitted comments and testimony from the public, having determined that it is in the best interests of the public and adopt the proposed text amendments to Title 17, Zoning Ordinance;

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

Section 1: AMENDMENTS TO SECTION 17.12.020 DISTRICT USE MATRIX. That Title 17 of the Ketchum Municipal Code be amended with a revised Section 17.12.020 as attached and incorporated as Exhibit A to this Ordinance.

Section 2: AMENDMENTS TO SECTION 17.08.020 TERMS DEFINED. That Section 17.08.020, Terms Defined, is amended as follows:

RETAIL TRADE: An establishment which provides the final step in the retailing process for the distribution of goods and commodities to customers. Retailers are organized to sell or rent merchandise in small quantities to the general public and operate a fixed point of sale location designed to attract a high volume of walk-in customers. Typical uses include, but are not limited to, establishments selling office supplies and equipment, building materials, plumbing supply, antiques or consignment items, home improvement and garden supplies, books and educational material, clothing, sporting goods, pharmaceuticals, medical devices, health and fitness supplies, art and associated material and household pet supplies. Motor vehicle sales are not included in this definition.

Retail trade is classified as grouped retail trade (a combination of two (2) or more individual retail trades) or individual retail trade (a business or businesses that involve, in whole or part, retail sales that share check stands or storage areas, or share management, or are owned, leased, possessed, or otherwise controlled by, directly or indirectly, the same individual (s) or entity(ies) or by different individual(s) or entity(ies) where a) such individual(s) or entity(ies) have a controlling ownership or contractual right with the other individual or entity(ies) or b) the same individual(s) or entity(ies) act in a manner as an employee, owner, partner, agent, stockholder, director, member, officer, or trustee of the entity(ies) and are located within one or more separate buildings or structures within 800' of one another, regardless whether they are attached or detached.

Section 3. REPEALER CLAUSE. All City of Ketchum Ordinances or parts thereof which are in conflict herewith are hereby repealed.

Section 4. SAVINGS AND SEVERABILITY CLAUSE. It is hereby declared to be the legislative intent that the provisions and parts of this Ordinance shall be severable. If any paragraph, part, section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid for any reason by a Court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 5: PUBLICATION. This Ordinance, or a summary thereof in compliance with Section 50-901A, Idaho Code, substantially in the form annexed hereto as Exhibit B shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

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

PASSED by the CITY COUNCIL and APPROVED by the MAYOR of Ketchum, Idaho on _____, 2018.

APPROVED:

Neil Bradshaw, Mayor

ATTEST:

Robin Crotty, City Clerk

Exhibit A

DISTRICT USES		L R	L R 1	L R 2	G R L	G R H	S T O 0.4	S T O 1	S T O H	T	T 3000	T 4000	C C SD 1	C C SD 2	L I 1	L I 2	L I 3	R U	A F	
PUBLIC & INSTITUTIONAL	Assembly, Place of				C ³	C ³							C	C						
	Cemetery																		C	C
	Cultural Facility												P	P					C	
	Geothermal Utility											C ⁷								
	Hospital												C	C						
	Medical Care Facility					C				P			P	P						
	Nature Preserve	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
	Parking Facility, Off-Site									C	C	C	C	C						
	Parking, Shared									C ⁸	C ⁸	C ⁸	P ⁸	P ⁸						
	Performing Arts Production												P	P						C
	Public Use	C	C	C	C	C	C	C	C	C	C	C	P	P	C	C	C	C	C	C
	Public Utility	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
	Recreation Facility, Public	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
	Recycling Center																P			
	Semi-Public Use					C				C	C	C	P	P						C
ACCESSORY	Agriculture, Urban	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²	A ²²	
	Avalanche Protective, Deflective, or Preventative Structure/Earthwork	C	C	C	C	C	C	C	C	C	C								C	C
	Daycare Home	A ⁴	A ⁴	A ⁴	A ⁴	A ⁴	A ⁴	A ⁴	A ⁴	A ⁴	A ⁴	A ⁴			C ⁴					A ⁴
	Daycare, Onsite Employees														A	A	A			
	Dwelling Unit, Accessory	A ¹⁸	A ¹⁸	A ¹⁸	A ¹⁸	A ¹⁸	A ¹⁸	A ¹⁸	A ¹⁸	A ¹⁸	A ¹⁸	A ¹⁸	A ¹⁸	A ¹⁸						A ¹⁸
	Electric Vehicle Charging Station	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
	Energy System, Solar	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
	Energy System, Wind	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
	Fallout Shelter	A	A	A	A	A	A	A	A	A	A	A								A
	Guesthouse	A	A	A	A	A	A	A	A	A	A	A								
	Home Occupation	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
	Recreation Facility, Residential	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A			
	Equestrian Facility, Residential	A	A	A	A	A	A	A	A	A	A	A								A
	Sawmill, Temporary																			C

- A multi-family development containing up to two (2) dwelling units is permitted.
- Two (2) one-family dwellings are permitted.
- Religious institutions are allowed through the provision of a conditional use permit. No other assembly uses as defined in Chapter 17.08 are permitted.
- Use is not permitted in the Avalanche Zone. Reference Zoning Map.
- Retail trade is permitted but must not exceed 2,500 square feet.
- Uses must be subordinate to and operated within tourist housing and not to exceed ten percent (10%) of the gross floor area of the tourist housing facility.
- Utility for offsite use.
- See section 17.125.070 for shared parking standards.
- Drive-throughs are not allowed in association with food service establishments.
- This is a permitted use, however offices and professional services on the ground floor with street frontage require a conditional use permit.
- Tourist houses shall only be located in existing one-family dwellings. Additions to the home shall not exceed 20 percent (20%) of the existing square footage.
- The following forms of retail trade are permitted: (a) Equipment rental, including sporting equipment and entertainment equipment, (b) Building, construction and landscaping materials; small engines with associated sales (c) Retail in conjunction with manufacturing, warehousing or wholesaling not to exceed 30% gross floor area or 800 square feet, whichever is less; no advertising is displayed from windows or building facades; and no access onto a major arterial is allowed if an alternative access is available.
- Personal service is not allowed except for laundromats and dry cleaning establishments.
- See section 17.124.090 of this title for industrial districts residential development standards.
- Catering and food preparation is permitted. Restaurants require a conditional use permit and shall not exceed 1,000 square feet and serve no later than 9:00 P.M. unless expressly permitted through approval of the conditional use permit.
- The following forms of retail trade are permitted: (a) Equipment rental, including sporting equipment and entertainment equipment (b) Building, construction and landscaping materials; small engines with associated sales (c) Furniture and appliances in conjunction with warehousing not to exceed 18% gross floor area or 900 square feet, whichever is less; (d) Other retail in conjunction with manufacturing, warehousing or wholesaling; it is limited to 10% gross floor area or 500 square feet, whichever is less. ---- Retail uses (c) & (d) shall have no advertising displayed from windows or building facades; and no access will be permitted onto a major arterial if an alternative access is available.
- See section 17.124.120.C of this title for industrial districts daycare development standards.
- See section 17.124.070 of this title for accessory dwelling unit development standards.
- A maximum of five (5) dwelling units are allowed through a conditional use permit and shall be a minimum of 400 square feet and not exceed 1,200 square feet in size.
- Indoor only.
- Only allowed in conjunction with an equestrian facility.

DISTRICT USES	L	L	L	G	G	S	S	S		T	T	C	C	L	L	L	R	A
	R	R	R	R	R	O	O	O	T	3000	4000	SD	SD	I	I	I	U	F

- 22. See section 17.124.080 of this title for urban agriculture development standards.
- 23. See chapter 17.140 for wireless communications facility provisions.
- 24. Allowed on the ground floor only.
- 25. See section 17.124.050 of this title for hotel development standards.
- 26. Ground floor street frontage uses are limited to retail and/or office uses. In subdistrict A office uses require a conditional use permit.
- 27. Ground floor only.
- 28. Through the provision of a conditional use permit, the planning and zoning commission may approve a 20% increase to the total existing square footage of an existing nonconforming one-family dwelling.
- 29. Use is allowed as an accessory use through the provision of a conditional use permit.
- 30. Development agreement required.
- 31. Vehicular access from Highway 75 to motor vehicle fueling stations is prohibited.
- 32. All commercial and neighborhood off-site snow storage uses are subject to the standards set forth in section 17.124.160 of this title. Conditional Use Permits are required of all off-site snow storage operations when the project: (a) affects greater than one-half acre; or, (b) has, at the discretion of the Administrator, the potential to negatively impact neighboring uses within 300' of the proposed neighborhood or commercial off-site snow storage operation.
- 33. Short Term Rental in the Avalanche Overlay zone is permitted subject to the regulations found in Chapter 17.92, Avalanche Overlay District.
- 34. Gross floor area for individual retail trade is limited to 36,000 gross square feet and net leasable floor area for grouped retail trade is limited to 55,000 net leasable square feet.

Exhibit B

ORDINANCE NO. 1189

AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, AMENDING TITLE 17, THE ZONING ORDINANCE, OF THE KETCHUM MUNICIPAL CODE BY AMENDING SECTION 17.12.020, DISTRICT USE MATRIX; SECTION 17.08.020, TERMS DEFINED; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION BY SUMMARY; AND PROVIDING AN EFFECTIVE DATE.

A summary of the principal provisions of Ordinance No. 1189 of the City of Ketchum, Blaine County, Idaho, adopted on _____, 2018, is as follows:

SECTION 1. Amends Section 17.12.020, District Use Matrix, to add footnote #34 establishing 36,000 gross square feet as the maximum size of individual retail trade establishments and 55,000 net leasable square feet as the maximum size of grouped retail trade in the Community Core.

SECTION 2. Amends Section 17.08.020, Terms Defined, to amend the definition of retail trade to distinguish between individual and grouped tenant retail establishments.

SECTION 3. Provides for a repealer clause.

SECTION 4. Provides a savings and severability clause.

SECTION 5. Provides for publication of this Ordinance by Summary.

SECTION 6. Establishes an effective date.

The full text of this Ordinance is available at the City Clerk's Office, Ketchum City Hall, 480 East Avenue North, Ketchum, Idaho 83340 and will be provided to any citizen upon personal request during normal office hours.

APPROVED:

Neil Bradshaw, Mayor

ATTEST:

Robin Crotty, City Clerk



City of Ketchum

August 6, 2018

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Direction To Staff on Funding Request for Removal of a Power Pole on Gem Street

Recommendation and Summary

Staff is seeking direction from Council on a request to fund shifting an existing power pole on the north side of Gen Street that results in the elimination of power pole on the south side of Gen Street. The location of the request is 205 Gem Street. (Attachment A).

- In 2016 the City Council established a process and prioritization for contributing city funding assistance for undergrounding power lines. The City Council would consider requests for funding.
- There is currently \$180,000 in city funding available for underground projects.

Introduction and History

In May 2016 the City Council identified the available funding and process for city participation in undergrounding power requests. The Council further clarified the funding priorities in December 2016. Since 2016, one application has been filed and the Council approved funding to assist with the design and planning. Typically, undergrounding projects consist of two parts, the first is an engineering analysis to design and identify project cost, and the second is the construction work.

Analysis

The proposed work is within a residential district, located at 205 Gem Street. The priority areas approved by the City Council in 2016 were identified as:

1. Community Core
2. Tourist
3. All Residential Zones

The proposed project does not involve undergrounding of power poles. Instead, it consists of shifting an existing power pole on one side of the street and removing an existing pole on the other side of the street. The request is to fund 25% of the total project cost estimated to be \$7,600. The amount requested from the City is \$1,900. Per the funding allocations adopted by the City Council, in residential districts, maximum city funding is 25% of the design and 10% of the construction cost.

Financial Impact

There is currently \$180,000 budgeted toward city participation in undergrounding projects. Should this request be approved, there would be no financial impact.



**City of Ketchum
Public Works**

**Application for City Funding for Electric Facility Undergrounding Projects
Information Sheet**

Idaho Power Franchise Fee

In November 2003 Ketchum residents approved an Idaho Power franchise fee increase from one percent to three percent for the purpose of undergrounding overhead electric facilities. This application is for city funding of undergrounding projects initiated by the public.

Funding Available from City

Annual funding from the city will be capped at a maximum of 25% of the annual franchise fee revenues, however city council will have the ability to increase the funding by allocating unused funds rolled over from a previous year.

The maximum amount of city funding that can be allocated to projects depends on the zone in which the project is located. Since undergrounding electric facilities primarily benefits private property owners the maximum amount of city funding for a project is 25%. The remaining amount of funding for the project must come from other sources, such as private funding or through a Local Improvement District (LID) or Business Improvement District (BID) initiated by petition. Table 1 shows the maximum city funding for an electric facility undergrounding project by zone.

Table 1 –Maximum City Undergrounding Funding

Zone	Idaho Power Study/Design		Construction	
	Max City Funding*	Other Funding	Max City Funding*	Other Funding
Community Core & Tourist	25%	75%	25%	75%
Residential	25%	75%	10%	90%

*City contribution would be limited to the percentage listed of the actual costs, or the percentage listed of the estimated cost at the time of annual budgeting, whichever is less. If actual construction costs exceed the estimated construction cost at the time of city budgeting the applicant would be required to cover cost increases through other funding.

Selection Criteria

In order to focus city funding in areas with the most visibility and impact to the public the city will prioritize undergrounding funding as follows:

1. Community Core
2. Tourist
3. All Residential Zones

Projects within each zone would be further prioritized based on the following criteria:

- Beneficial to multiple properties
- Improving view corridor for visitor & resident experience
- City infrastructure needs

Funding Process and Timeline

Applicants complete the attached application and submit the application to the city by February 1st. The application schedule would coincide with the city's annual budgeting schedule so that council can consider undergrounding requests along with other city infrastructure needs. The following graphic shows an annual schedule by which applications will need to be received by the city. Funding for the project(s) would not occur until the start of the following fiscal year and city funds would not be issued until the applicant has secured other funding for the projects.



Questions?

Applicants may contact Robyn Mattison, Public Works Director/City Engineer, for questions regarding this application process.



City of Ketchum

OFFICIAL USE ONLY	
Date Received:	5/22/18
By:	<i>[Signature]</i>
Approved Date:	
By:	

Application for City Funding for Electric Facility Undergrounding Projects

Submit complete application to City of Ketchum, Administration, P.O. Box 2315, Ketchum, ID 83340 or hand deliver to Ketchum City Hall, 480 East Ave., N., Ketchum.

PROJECT INFORMATION		
Contact Name: <u>CASEY FINEGAN</u>	Mailing Address: <u>Box 2765</u> <u>K, ID 83340</u>	Project Location: <u>205 Gem St.</u>
Business Name:		
Phone: <u>208 721 3044</u>		
Email: <u>fine1573@hotmail.com</u>	Project Zoning District:	
<p>Project Description: (Provide a general description of the electric facility underground scope. Applicant may attach as many figures are necessary to describe the project scope.) <i>I am proposing to shift a power pole 20 inches on the North side of Gem St. This would allow for a Guy wire to be put in place, eliminating the need for a pole on the South side of Gem st. The result would be a removal of one power pole from my property as well as the removal of wires across Gem Street.</i></p>		
Funding Request:	<p>Total Project Cost: <u>\$5-7,600 and/or \$15,200-17,000</u></p> <p>Requested Amount: <u>\$ 1,900</u> Percent of Total: <u>25 %</u></p> <p>Other Funding Sources</p> <p>Amount: <u>\$ 5,700</u> Source: <u>Casey FINEGAN Applicant</u></p> <p>Amount: <u>\$</u> Source: _____</p> <p>Amount: <u>\$</u> Source: _____</p> <p>(attach separate sheet if necessary)</p>	
<input checked="" type="checkbox"/> Planning <input checked="" type="checkbox"/> Construction		

Application for City Funding for Electric Facility Underground Projects

SUPPLEMENTAL QUESTIONS (provide additional sheet if more space is needed)

Is the project beneficial to multiple properties? If so, please explain in detail.

From an aesthetic point of view, removing the pole and wires crossing the street would benefit the five properties on this street which have the pole and line in direct line of sight.

Will the project improve view corridor for visitor & resident experience? If so, please explain.

It seems as though hundreds of tourists drive up our street every summer so I think their views would be better. If you have ever visited a town without power lines, it is very noticeable. It looks great.

OFFICIAL USE ONLY:

Applicant certifies that he/she has read and examined this application and that all information contained therein is true and correct.

Casey King
Applicant Signature

5/20/19
Date

208-721-3044
Phone

fine1573@hotmail.com
Email

Requests will be brought to Ketchum City Council for consideration.



City of Ketchum

August 6, 2018

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Take Specific Actions to Facilitate Submittal of a Tax Credit Application for Deed Restricted Housing on the South Side of Northwood Place to Be Known as Northwood Place II

Recommendation and Summary

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

1. I move to approve Option to Lease Agreement 20225 between Ketchum Community Development Corporation and the City of Ketchum
2. I move to adopt the Fair Housing Assessment for the City of Ketchum
3. I move to approve Resolution 18-022 implementing Fair Housing and Fair Housing Principles for the City of Ketchum
4. I move to authorize use of Housing In-Lieu Funds to pay the City's application, permit and impact development fees for the deed restricted housing units

The reasons for the recommendation are as follows:

- Should this tax credit application be approved, approximately 28 units of affordable rental housing would be developed in Ketchum
- The proposed long-term lease of the property is contingent upon the approval and development of a tax credit housing project
- The goals of Ketchum Comprehensive Plan state the City of Ketchum should support affordable housing programs established by other non-governmental agencies, the recommended actions further this goal

Introduction and History

The development of affordable rental housing is a top priority in the City of Ketchum. The Ketchum Community Development Corporation (KCDC) is partnering with GMD Development to prepare and submit an application to secure tax credits for an affordable rental housing project. The project will be located south of the existing Northwood Place project in the vacant dirt lot along Saddle Road. The project will be known as Northwood Place II.

The tax credit application requires the local jurisdiction to embrace federal fair housing polices. To that end, the Council is being asked to adopt a fair housing assessment and resolution. Both are required for the application to be complete.

Analysis

The application must include evidence KCDC has control of the development property. The proposed lease is similar to the agreement the city entered into for the Northwood Place development. The initial term is limited to February 1, 2019, the date when a determination on the tax credit application will be known. If the tax credit application is approved, the lease would be extended 99 years.

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

Financial Impact

The actions in this report will not result in a financial impact. The only action requiring funding is the use of Housing In-Lieu Funds to off-set application, permit and impact fees. There are sufficient funds to support this request.

Attachments:

Proposed Option to Lease 20225

Proposed Fair Housing Assessment

Proposed Resolution 18-022

OPTION TO LEASE 20225

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

RECITALS

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

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

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

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

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

WHEREAS, the City desires to pursue long term use of this property for community housing;

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

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

WHEREAS, this Option to Lease expires on February 1, 2019;

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

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

2. The Services. The Contractor shall pursue a tax credit housing project for the site identified in Exhibit A, including all necessary studies, architectural documents and other services as needed in order to make an application to the Idaho Housing Finance Association for a tax credit housing project (collectively, these studies are referred to as the “Services”).

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

4. Time of Performance. Contractor shall provide the Services prior to February 1, 2019, beginning on the date this Agreement is signed. Contractor shall report to the City on the results of the feasibility studies and make recommendations as to how to proceed.

5. Independent Contractor. The City and Contractor hereby agree that Contractor shall perform the Services exclusively as an independent contractor and not as employee or agent of the City. The Parties do not intend to create through this Agreement any partnership, corporation, employer/employee relationship, joint venture or other business entity or relationship other than that of independent contractor. Contractor, its agents and employees shall not receive nor be entitled to any employment-related benefits from the City including without limitation, workers compensation insurance, unemployment insurance, health insurance, retirement benefits or any benefit that City offers to its employees. Contractor shall be solely responsible for the payment of all payroll and withholding taxes for amounts paid to Contractor under this Agreement and for Contractor's payments for work performed in performance of this Agreement by Contractor, its agents and employees; and Contractor hereby releases, holds harmless and agrees to indemnify City from and against any and all claims or penalties, including without limitation the 100% penalty, which in any manner relate to or arise from any failure to pay such payroll or withholding taxes.

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

7. Notice. All notices, requests, demands or other communication required or provided for under this Agreement, other than instructions given by City pursuant to Paragraph 2 herein above shall be in writing. Notices to City and Contractor shall be addressed as follows:

KETCHUM URBAN RENWAL AGENCY: CONTRACTOR:

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

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

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

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

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

11. Attorney Fees and Costs. In the event that either party hereto is required to retain the services of an attorney to enforce any of its rights hereunder, the non-prevailing party shall pay to the prevailing party all reasonable costs and attorney fees incurred in such enforcement, whether or not litigation is commenced and including reasonable costs and attorney fees on appeal.

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

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

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

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

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

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

CITY OF KETCHUM
a Municipal Corporation

KETCHUM COMMUNITY
DEVELOPMENT CORPORATION,
an Idaho nonprofit corporation

By: _____
Neil Bradshaw, Mayor

By: _____
Charles Friedman, Board President

ATTEST:

Robin Crotty
City Clerk

Fair Housing Assessment for the City / County of Ketchum

Typical impediments to fair housing that Cities / Counties directly confront include local zoning restrictions, inadequate transportation, and employment centralization. In your communities' efforts to Affirmatively Further Fair Housing, you will need to review the communities' land use tools, tax policies, and educational efforts to identify if there is an impediment. If any impediments are identified, it is the expectation that the City / County will address this issue in an effective and timely manner.

Review the following background information and then respond to the following questions regarding your City / County.

Background Information – Court Cases and the 2016 Fair Housing Analysis of Impediments/ Assessment:

Fair housing issues are not just between a landlord and tenant read the following two examples where Idaho local governments violated the Fair Housing Act.

United States v. City of Payette, Idaho (Disability). In the summer and fall of 2001, Ms. *Smith sought to open and operate a group residence called Harbor House in Payette, Idaho. The purpose of Harbor House was to house and counsel persons recovering from alcohol and drug dependency. Harbor House was to be operated from a single-family residence owned by Ms. Smith and her husband Mr. Smith. City officials told Ms. Smith that she would need a conditional use permit (CUP) before she could open Harbor House, so she applied for one. The Payette Planning and Zoning Commission denied Ms. Smith's application for a CUP.

In August 2001, the Payette City Council held a public hearing on Ms. Smith's application to operate Harbor House. At the hearing, Ms. Smith explained that Harbor House would forbid drug or alcohol use, and its residents would be former alcoholics or drug addicts who were recovering from their addiction. Area residents who attended the hearing, as well as the earlier Planning and Zoning Commission meeting, made numerous comments indicating opposition to the proposed group home based on the fact that the prospective residents of the home would be persons with disabilities. The city claimed that the group home was a "commercial" entity that didn't belong in a residential neighborhood, although the city had previously allowed other commercial businesses to open in residential neighborhoods. In August 2001, Ms. Smith filed a timely complaint with HUD. Upon finding reasonable cause for discrimination based on disability, the case was referred to the DOJ.

In September 2003, the court entered a consent decree requiring the city to: allow the group home to open at its originally requested location; comply with the provisions of the FHA; notify the United States of any applications for permits and zoning requests relating to group homes; and train city employees and officials on the requirements of the FHA. The defendant also paid \$15,000 to the owner/operators of the facility, and a civil penalty of \$5,000 to the United States. The consent decree remained in effect for three years. *(name was changed)

Alamar Ranch LLC v. Boise County (Disability). In November 2009 plaintiffs, Alamar Ranch, LLC (Alamar Ranch) filed a lawsuit alleging that Boise County (defendant) violated the FHA by changing a conditional use permit (CUP) to mandate unfeasible design elements in order to construct a residential treatment center for troubled youth and youth with substance abuse problems. The CUP approved by the defendants stated that Alamar Ranch could have no more than 24 beds (the original permit was for 72 beds), must keep a fire truck on site and build a helicopter landing pad. Based on these elements, which made the development prohibitively expensive, Alamar Ranch alleged that the defendant denied reasonable accommodation to handicapped persons.

In April 2010, the court ruled on motions calling for summary judgment on whether the plaintiffs were aggrieved persons, whether the future residents of Alamar Ranch were actually handicapped and therefore denied reasonable accommodation, whether disparate impacts and treatment exist, and whether punitive damages may be assessed. The court found that Alamar Ranch is an aggrieved

person; there was sufficient material evidence to prove future residents would classify as handicapped and therefore may have been denied reasonable accommodation as well as sufficient evidence to prove disparate impacts and treatment. The court ruled that the taxpayers did not share in the responsibility for the augmented CUP and there was no basis to find an exception to the public policy against punitive damages awards against municipalities. In other words, no punitive damages could be awarded in this case, however compensatory damages could result. Although the court identified that sufficient evidence existed to argue the claims of the plaintiff (except for the issue of punitive damages), the court deferred the final ruling to a jury trial.

Throughout 2010, the plaintiffs and defendants filed numerous pretrial motions establishing what evidence and testimony would be allowed in the upcoming trial. In late December 2010 a trial was held to resolve the FHA issues. The jury trial commenced, alleging three separate violations of the FHA: (1) failure to make reasonable accommodations, (2) disparate treatment of the handicapped (3) and intentional interference with the construction of handicapped housing. The jury ruled in favor of Alamar Ranch on all counts and returned a verdict awarding \$4 million in damages. Many feel the outcome might have been different with a more complete understanding of fair housing law at the outset. In November, 2011, Judge Lynn Winmill ordered Boise County to levy a tax on its property owners to repay the estimated \$5.4M resulting from the court case.

State of Idaho’s 2016 Fair Housing Analysis of Impediments / Assessment

The 2016 Analysis of Impediments / Assessment focused on housing data related to integration and segregation; concentrations of poverty; disparities in access to community assets, and disproportionate housing needs in protected classes. The assessment was coordinated by the Idaho Housing and Finance Association (IHFA) and the Department of Commerce (Commerce), as well as a number of housing and community stakeholders. The goals of the assessment was to identify the factors that contribute to fair housing concerns and establish priorities and goals for addressing the concerns in the next five years. The full document is available for your review at [www. https://commerce.idaho.gov/](https://commerce.idaho.gov/)

Respond to the following assessment questions:

Fair Housing Resource Person				
Has the City / County appointed their fair housing resource person?	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Who is the person? <u>Robin Crotty</u>				
What is the person’s job title? <u>City Clerk</u>				
Has the fair housing resource person toured the Idaho Fair Housing Forum website? The website is located at www.fairhousingforum.org .	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Has the fair housing resources person toured the HUD fair housing website at https://www.hud.gov/program_offices/fair_housing_equal_opp	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Does the City / County provide for fair housing training to this individual?	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
Comprehensive Plan				

In accordance with Idaho's Local Land Use Planning Act, has the City / County completed a comprehensive plan?	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
When was the plan last updated? <u>February 18, 2014</u>				
Has the comprehensive plan been updated in the last ten (10) years?	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Does the housing component of the plan cover the following?				
An analysis of housing conditions and needs.	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Plans for the provision of safe, sanitary, and adequate housing, including provision for low-cost conventional housing.	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Siting of manufactured housing in subdivisions, parks, and individual lots.	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Does the transportation component of the plan cover existing or a proposed system of public transportation or other transit lines?	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Does the City/County have a land-use planner?	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Zoning				
Does the City / County zoning allow for the development of row houses and / or attached townhouses in single family zones, as a means to encourage the development of affordable housing?	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Does the City / County zoning allow for single room occupancy units (SROs), residential motels, or rooming houses?	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Does the City / County ordinance identify zoning for mobile homes?	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Is the ordinance in compliance with the Idaho's Local Land Use Planning Act (1995), thereby, treating manufactured homes the same as stick built homes for the purposes of land use regulations?	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Does the zoning allow for group homes in a residential district or district(s) as per Idaho Statute Title 67 Chapter 65?	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
<p><i>Group housing.</i> The zoning code should clarify that housing for groups protected by the Fair Housing Act Amendments of 1988 are treated as residential uses, and should generally allow those group housing uses in at least one residential district. While some communities require a special permit for these uses, others find that they can be allowed by right provided that they comply with standards limiting scale, character, and parking. Failure to provide for these uses in the code could subject the city and county to a developer's request for "reasonable accommodation" under the Act, and failure to provide "reasonable accommodation" could be a violation of federal law. In light of the aging of the American population, the code should also provide areas where congregate care, nursing home, and assisted living facilities may be constructed.</p>				

<p>Does the City/ County zoning allow for Accessory Dwelling Units?</p> <p><i>Accessory Dwelling Units.</i> The zoning code should allow accessory dwelling units in at least one zone district – either as an additional unit within an existing home structure or in an accessory building on the same lot. While some communities require a special permit for these uses, others find that they can be allowed by right provided that they comply with standards limiting scale, character, and parking.</p>	Yes	<u>X</u>	No	___
<p>Does the City / County have a single-family home provision that encourages that newly construction homes meet what is defined as “Visitability”: The three basic requirements are:</p> <ul style="list-style-type: none"> • One zero-step entrance • Doors with 32 inches of clear passage space • One bathroom on the main floor you can get into in a wheelchair 	Yes	___	No	<u>X</u>
<p>If no provision, is it a standard the City / County would consider in the future?</p>	Yes	<u>X</u>	No	___
<p>Has the City /County considered creating a density bonus for affordable housing in single-unit zones as a means to encourage the development of affordable housing? (Such as provision could address the number of allowed units, additional floor area ratio, site arrangement / set back standards and / or height increase).</p>	Yes	<u>X</u>	No	___
<p>Is public notice required for ordinance adoption or amendments for zoning, subdivision, or variances?</p>	Yes	<u>X</u>	No	___
<p>If 5% of the City / County residents speak a given language other than English as their primary language, are public notices provided or translated in the applicable given language?</p>	Yes	<u>N/A</u>	No	___
<p>If the City / County has a planning and zoning board, does the board make-up match the diversity of the community?</p>	Yes	___	No	<u>X</u>
<p>Does the City / County provide fair housing training to the planning and zoning board and city council or county commissioners?</p>	Yes	<u>X</u>	No	___
Public Transportation				
<p>Are there public transportation options available for individuals within the community?</p>	Yes	<u>X</u>	No	___
<p>If not, are there any future plans to add public transportation?</p>	Yes	<u>N/A</u>	No	___
<p>Does the City / County have representation on public transportation association or public transportation advisory council?</p>	Yes	<u>X</u>	No	___
<p>Does your community have a transportation plan?</p>	Yes	<u>X</u>	No	___

Property Tax Policies				
Does the County have in place procedures and personnel to advise the public of property tax reductions available to property owners and to assist the property owners in receiving the benefit of these programs?				
Residential Property Tax Exemption (Homeowner's Exemption) – this program allows a percentage or amount reduction off a property owner's assessed value, thereby reducing the amount of tax paid?	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Circuit Breaker Exemption – property tax reduction for individuals who meet certain income and other qualifications?	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Fair Housing Education and Outreach				
Has the City / County adopted and published a Fair Housing Resolution?	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Has the City / County accomplished (or will accomplish) the activities identified in the resolution?	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Has the City / County adopted the Fair Housing Proclamation proclaiming April as Fair Housing Month?	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
Has the City / County adopted either their own or the state's Anti-Displacement and Relocation Plan?	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
Does the City / County have available for public view the English and Spanish version of the Equal Housing Opportunity poster? See Exhibit D and E, or go to website www.hud.gov/offices/fheo/promotingfh.cfm . Click on Fair Housing Poster.	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Does the City / County have available for public view the 211 Poster?	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Economic Development				
Does the City / County belong to an economic development organization whose objective is to advance job growth and/or training opportunities in the area?	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Real Estate Brokerage				
Is there a Board or Association of Realtors who represent the City / County area? Check www.idahorealtors.com . Note: This website may not list all boards or associations.	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
If yes, who is it? <u>Sun Valley Board of Realtors</u>				
Do they offer or market fair housing training opportunities to its members?	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

Does the board or associate monitor and review real estate publications to ensure nondiscriminatory advertising practices?	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Does it educate and encourage its members to follow the National Association of Realtor Code of Ethics?	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

If you've answered "No" on any of these questions, your community may have a contributing factor that is not allowing it to affirmatively further fair housing. Determine if the "No" response is an actual contributing factor in the community. If you have determined the "No" response to be a contributing factor, identify how the City / County will overcome or mitigate the impediment.

RESOLUTION NUMBER 18-022

RESOLUTION OF THE CITY OF KETCHUM TO IMPLEMENT FAIR HOUSING AND FAIR HOUSING PRINCIPLES WITHIN THE CITY OF KETCHUM

WHEREAS, Within the City of Ketchum discrimination on the basis of race, color, religion, gender or national origin in the sale, rental, leasing or financing of housing or land to be used for construction of housing or in the provision of brokerage services is prohibited by Title VIII of the 1968 Civil Rights Act (Federal Fair Housing Law).

WHEREAS, It is the policy of the City of Ketchum to encourage equal opportunity in housing for all persons regardless of race, color, religion, gender or national origin. The Fair Housing Amendments Act of 1988 expands coverage to include disabled persons and families with children. Therefore, the City of Ketchum does hereby pass the following Resolution.

NOW THEREFORE, be it resolved by the City Council and the Mayor of the City of Ketchum as follows:

1. That within available resources the City of Ketchum will assist all persons who feel they have been discriminated against because of race, color, religion, gender, national origin, disability or familial status to seek equity under federal and state laws by referring them to the U.S. Department of Housing and Urban Development, Office of Fair Housing and Equal Opportunity, Compliance Division.
2. That the City of Ketchum shall publicize this Resolution and through this publicity shall encourage owners of real estate, developers, and builders to become aware of their respective responsibilities and rights under the Federal Fair Housing Law and amendments and any applicable state or local laws or ordinances.
3. That said Program will at a minimum include: 1) publicizing this resolution; 2) posting applicable fair housing information in prominent public areas; 3) providing fair housing information to the public; 4) preparing a fair housing assessment; and 5) declaring April as Fair Housing Month.

PASSED by the City of Ketchum City Council and APPROVED by the Mayor this 6th day of August 2018

Neil Bradshaw, Mayor

ATTEST:

Robin Crotty, City Clerk



City of Ketchum

August 6, 2018

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Award Contract 20226 to Vitruvian Planning to Conduct Looking Glass Academy for Ketchum

Recommendation and Summary

Staff is recommending the council authorize the Mayor to enter into a contract with Vitruvian Planning with the following motion:

I move to authorize the Mayor to enter into Contract 20226 with Vitruvian Planning.

The reasons for the recommendation are as follows:

- The proposed scope of work will further the goals of the Comprehensive Plan to make Ketchum a more walkable a vibrant community.
- The work will engage the community and identify areas where pedestrian access can be improved.

Introduction and History

The City of Ketchum embraces walkability and the principals of a pedestrian oriented community. The Community Plan, which was generated by the input and participation of the community, identifies a safe, complete and comprehensive pedestrian circulation system as a key objective for Ketchum. A key goal of the Plan is to enhance pedestrian connectivity and comfort.

Analysis

To further implementation of Comprehensive Plan, it is recommended the city engage Vitruvian Planning to conduct a Looking Glass Academy for the community. The scope of this academy is identified in proposed contract for services.

Financial Impact

The proposed cost for the academy is not to exceed \$10,800. There is funding available in the budget to support the contract.

Attachments:

Proposed Contract 20226

INDEPENDENT CONTRACTOR AGREEMENT 20226

THIS AGREEMENT made and entered into this ___ day of _____, 2017, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation (hereinafter referred to as "Ketchum") and VITRUVIAN PLANNING (hereinafter referred to as "Contractor").

FINDINGS

1. Ketchum is a municipal corporation duly organized and existing under the laws of the State of Idaho.
2. Contractor will provide services to the City of Ketchum consistent with the services identified in Attachment A.
3. Pursuant to Idaho Code §§ 50-301 and 50-302, Ketchum is empowered to enter into contracts and take such steps as are reasonably necessary to maintain the peace, good government and welfare of the City.
4. Contractor desires to enter into an Agreement with Ketchum to provide such services all as hereinafter provided.

NOW, THEREFORE, the parties hereto covenant and agree as follows:

- 1. SERVICES RECEIVED.** Contractor agrees to provide those services described in Attachment A, as an independent contractor. Contractor shall be responsible for all associated taxes, workers compensation and other related expenses.
- 2. TERM.** The term of this Agreement shall commence on the date the Agreement is signed and shall terminate on the 30th day of September, 2019.
- 3. CONSIDERATION.** In consideration for providing the services as herein provided, Ketchum agrees to pay to Contractor the total sum of \$10,000 payable in one lump sum, and direct costs related to travel, lodging and meals not to exceed \$800.00. Total compensation shall not exceed \$10,800.
- 4. NOTICES.** All notices to be served pursuant to this Agreement or which are served with regard to this Agreement shall be sent by general mail to the parties at the following addresses:

City Administrator
City of Ketchum
Post Office Box 2315
Ketchum, ID 83340

Chris Danley
Vitruvian Planning
3152 South Bown Way
Suite 201
Boise, Idaho 83706

6. EQUAL EMPLOYMENT OPPORTUNITY. Contractor covenants and agrees that it shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin.

7. TERMINATION. Notwithstanding any contrary provision of this Agreement, either party may terminate this Agreement effective upon thirty (30) days written notice to the other for any reason or no reason. In addition, the parties agree that in the event Contractor refuses or is unable to provide the services set forth hereinabove, the same shall constitute a default under the terms of this Agreement, and that Ketchum shall have the power to terminate this Agreement upon two (2) days' written notice to Contractor. Furthermore, this Agreement shall be terminable by Ketchum upon five (5) days' written notice if Contractor is adjudicated bankrupt, or subject to the appointment of a receiver, or has any of its property attached, or becomes insolvent, or is unable to pay its debts as the same become due. No refund of funds paid shall occur if the Agreement is terminated.

8. 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 Ketchum and approved by the Ketchum City Council.

9. HOLD HARMLESS AGREEMENT. Any contractual obligation entered into or assumed by Contractor or any liability incurred by reason of personal injury and/or property damage in connection with or arising out of Contractor's obligations pursuant to this Agreement shall be the sole responsibility of Contractor, and Contractor covenants and agrees to indemnify and hold Ketchum harmless from any and all claims or causes of action arising out of Contractor's activities and obligations as set forth hereinabove, including, but not limited to, personal injury, property damage and employee complaints.

10. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties hereto and shall not be modified or changed in any manner, except by prior written agreement executed by the parties hereto. If any term or provision of this Agreement or application thereof shall be declared invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

11. SUCCESSION. This Agreement shall be binding upon all successors in interest of either party hereto.

12. LAW OF IDAHO. This Agreement shall be construed in accordance with the laws of the State of Idaho.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and years first written above.

VITRUVIAN PLANNING

CITY OF KETCHUM

By _____
Chris Danley

By _____
Neil Bradshaw
Mayor

ATTEST:

By _____
Robin Crotty, City Clerk

Scope of Work and Agenda for Looking Glass Academy for Ketchum, Idaho

Purpose Conduct a two-day workshop and walk audit for Ketchum, Idaho, consisting of preparatory work for the workshop and leading the effort. The resulting deliverables will be a 4 to 6 page report on the results of the workshop and evaluation of Ketchum.

Format: Day one of the workshop will consist of an all-day training academy called the Looking Glass to work with city officials and others on understanding walkability through the 4C's: Comfort, Context, Connectivity and Crossings. Day two will consist of in-the-field walk audits of up to 3 locations (primarily intersections or short corridor segments) that are of most concern to the City. This evaluation will result in the brief report on those areas and overall conditions for walkability in Ketchum.

The City of Ketchum will host and promote the event, including invites to city officials (staff, committee members, elected officials). The maximum number of participants is 30 people and Vitruvian Planning will work with the City to identify other organizations that may have an interest in attending over and above the city officials, providing city officials do not fill the 30 slots.

Task 1: Preparation and Preliminary Site Visit

Vitruvian Planning will participate in up to two (2) conference calls with city officials to identify invitees and workshop dates (late September 2018 is the current target). At least one representative of Vitruvian Planning (Don Kostelec or Chris Danley) will meet with city officials in Ketchum before the workshop (mid-July 2018) is current target to spend an afternoon touring the city and understand the scope of the city's desires to improve walkability.

Task 2: Looking Glass Workshop on Walkability

Day 1

The morning session of day one is intended for a wide audience, especially decision makers among the host community and those nearby. The morning includes a deep discussion on the four elements that make a community walkable: Comfort, Context, Connections, and Crossings. The session will also include an instructor led walk that will capture all that is discussed within the streets near the meeting site. At the conclusion of the morning session, those attendees who may lead future audits or staff able to address deficiencies, are expected to continue for additional field and lecture style training. (Times below are estimates for start/end time).

8:00-8:25AM (25 Minutes) Overview of the course and training expectations

A brief overview of the course will be given including what walkability means, why the course is taught, and the objectives for students.

8:25-8:50AM (25 Minutes) Limitations/possibilities of planning and regulation

A discussion of why streets are built the way they are, the specific steps involved in planning, and how to change the process.

8:50-9:50AM (60 Minutes) Comfort, Context, and Connections

Humans have needs to feel capable of doing things, including walking. An overview will be given on how the built environment can be made inviting to pedestrians, what the needs of people are in order to want to walk, and the critical nature of connecting streets to ensure efficiencies.

9:50-10:00AM (10 Minutes) Break

10:00-11:00AM (60 Minutes) Crossings

One of the most dangerous actions of a pedestrian is simply trying to cross the road. This module will cover crossing needs of pedestrians including crosswalk design, physical improvements, lighting, ADA standards, and signal operations.

11:00-12:30PM (90 Minutes) Instructor Led Walk

The instructors will lead participants on a walk through the community. This walk will be the first opportunity to see streets through the “looking glass” for the first time to better understand the pedestrian realm including walk ways, crossings, enhancements and relationships with vehicles.

12:30-1:30PM (60 Minutes) Lunch**1:30-3:00PM (90 Minutes) The Lightning Round in the 4D**

Students will next be led on a second walk. Only this time, students will start to become teachers by demonstrating basic concepts, discussing technical elements of pedestrian facility design, and answering questions of the instructors.

3:00-3:30PM (30 Minutes) Expectations and intent of your walk event

The next module focuses on the pre planning for the walk audit. Prior to putting together an actual audit agenda, the person or people putting together an event need to first understand the audience invited to attend, the purpose of the event, and methods to invite and attract attention.

The second day of the training will include a brief session on participation techniques to learn how to engage potential audience members. This will be followed by a shoulder to shoulder audit in two-three trouble spots within the host city identified by staff. This exercise is intended to not only reinforce the training but also conduct a legitimate audit to help the host city identify problems and solutions. While this is open to any member of the community, the target audience is those who attended the first day in its entirety.

Day 2

Participants from Day 1 are invited to join Vitruvian Planning to assess site-specific areas identified by the City. These will be generated from the July visit as well as Day 1 input.

Field Review**8:00-8:30AM (30 Minutes) Convene to Confirm Day 2 assessment**

Participants will convene for a short meeting to review an overall strategy for the day to conduct a walk audit at the up to 3 identified locations.

8:30-12:45AM (3+ Hours) Site-Specific Audit

Participants will conduct the in-the-field audit led by Vitruvian Planning. They will actively participate in the walk audit to apply concepts learned in Day 1 and identify their own set of likely solutions to improve walkability at these locations. Vitruvian Planning will facilitate the dialogue and document the findings for use in the draft report.

11:45-12:15PM (30 Minutes) Inspiring change and reporting conclusions

The module will show how to ensure any audit does not end flat but instead on a high note. We will go over tips and activities to end on solid footing and discuss practical steps to take with audit findings.

Lunch/Afternoon: Reserved for additional site-specific follow-up, as needed.

Task 3: Reporting

Vitruvian Planning will develop a 4-6 page report following the workshops that identifies overall themes and findings from the two-days on-site and profiles the locations that were evaluated on Day 2. Vitruvian will issue a draft report for one round of review and comment by the city before making edits and issuing a final report in PDF format.

Fee Estimate

The cost for the Looking Glass Academy is a lump sum \$10,000 plus direct costs related to travel, lodging and meals for \$800, for a total estimated fee of \$10,800.

Additional requests for trips, other location assessments, and/or final presentation to the public or city council will be negotiated separated, if needed.

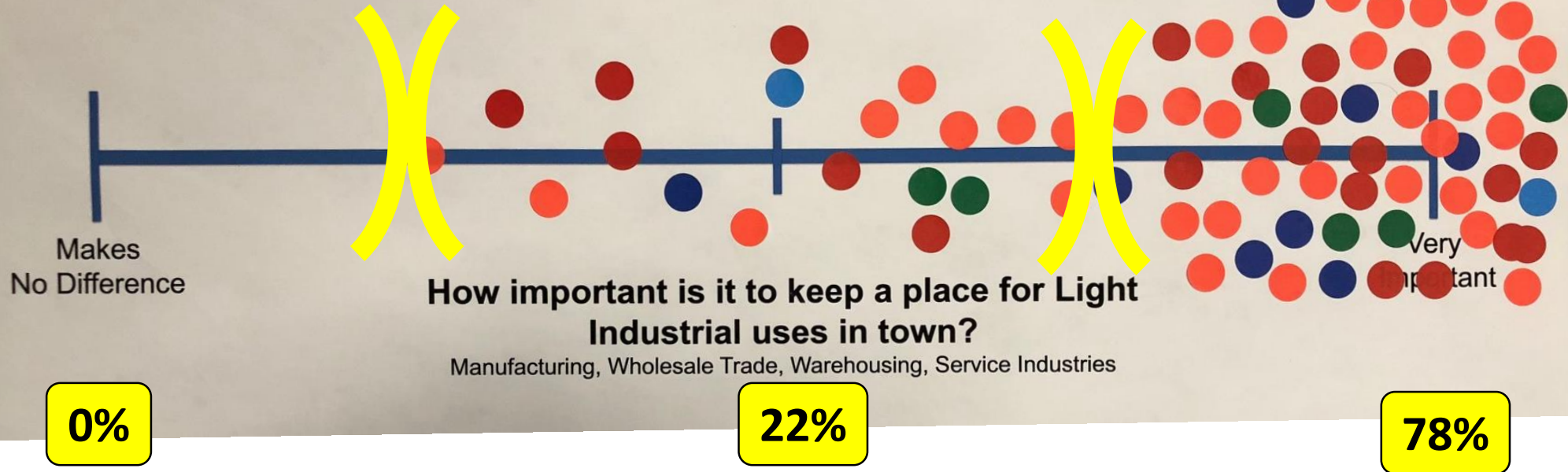
Schedule

Vitruvian Planning will conduct the Looking Glass stemming from issuance of Notice to Proceed, assumed to be early/mid-July. The first visit will be in July and the workshop in late September. The draft and final reports will be issued in October with an anticipated completion by October 31, 2018.

#####

A Fair on the Square RESULTS

How do we make better use of the Light Industrial Area?



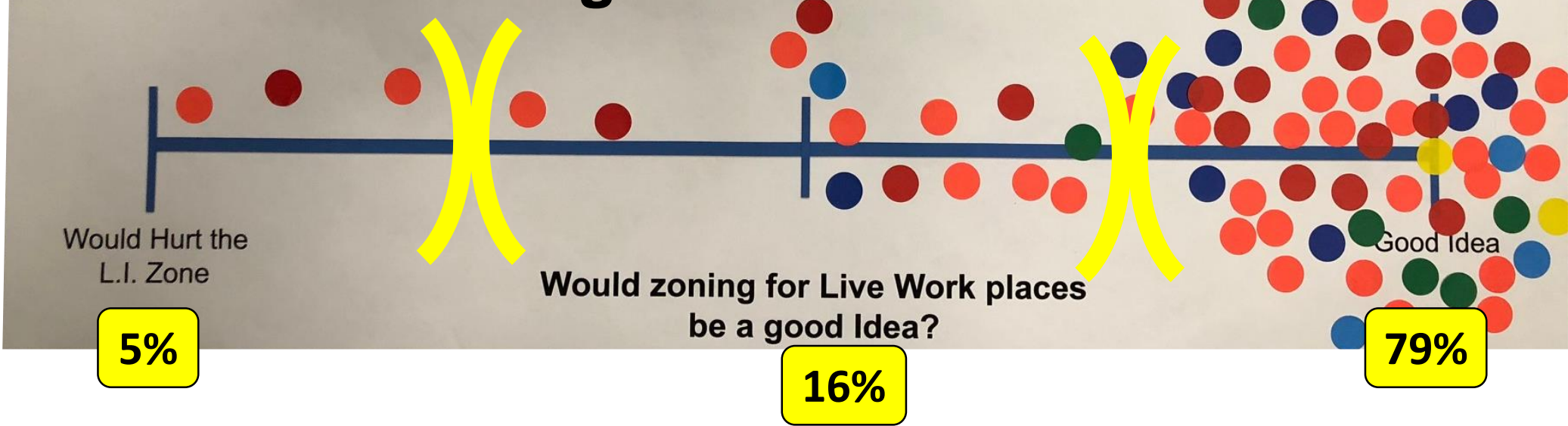
Retaining the Light Industrial area is viewed as somewhat important by all respondents and very important by nearly 80% of the public.

Mayor's Comment:

Any potential rezone of the LI must ensure that industrial use is allowed (and provided for) on the lower floors, protecting space for industrial/commercial use, has to be part of our thinking.



How do we make better use of the Light Industrial Area?

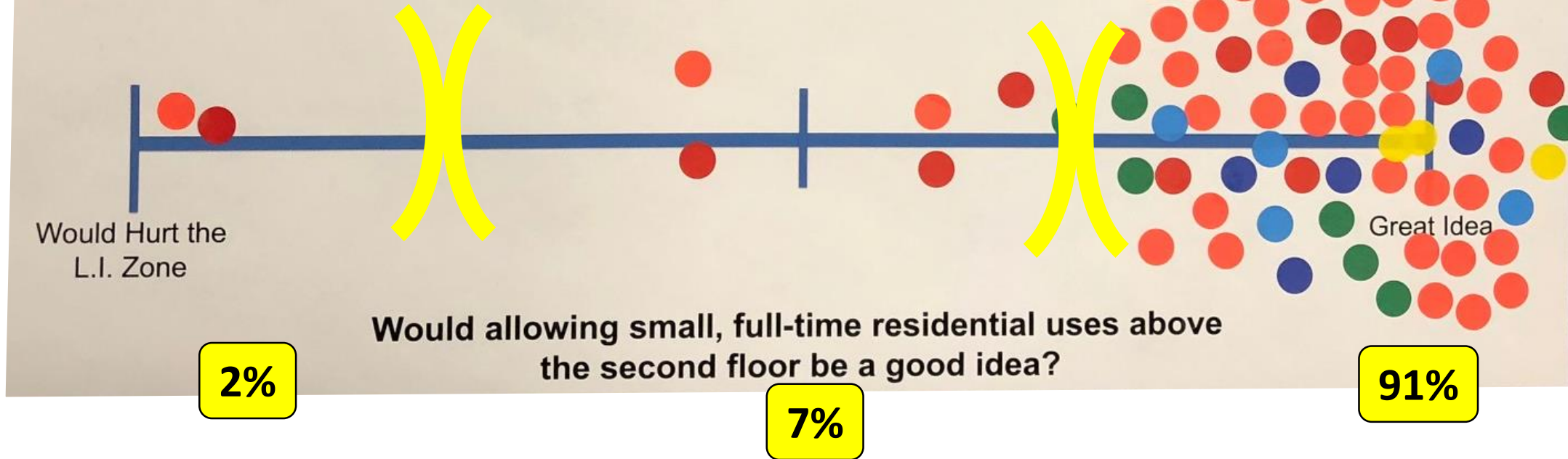


Nearly 80% of those surveyed indicate that 'Live Work' arrangements in the Light Industrial Area would be a good idea.

Mayor's Comment: Encouraging a diversity of housing options is essential to enabling a diversity of residents to live in Ketchum. 'Live-Work' should be one of those options.



How do we make better use of the Light Industrial Area?

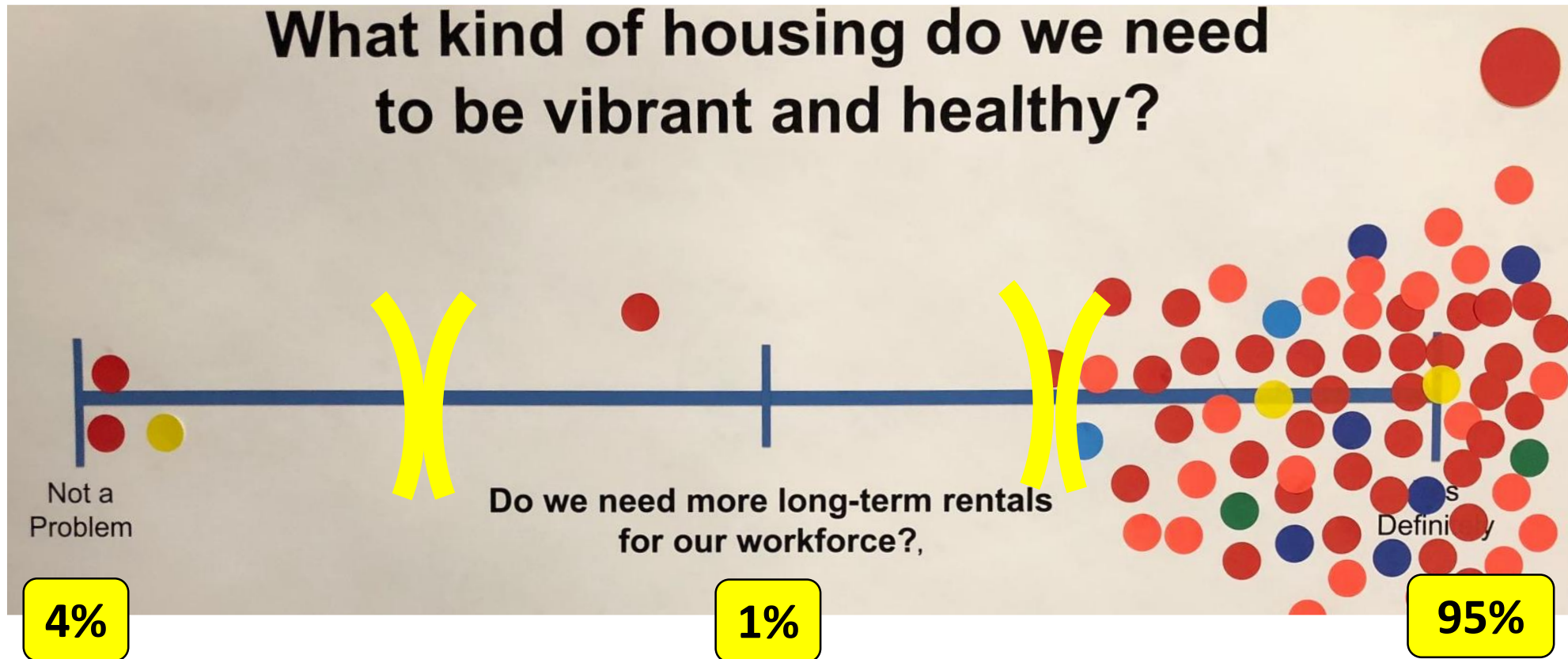


91% of those surveyed believe that second floor, full-time residences in the Light Industrial Area would be a great idea.

Mayor's Comment: Clearly there is support for more residential units in the LI as long as the units are on higher floors.



What kind of housing do we need to be vibrant and healthy?

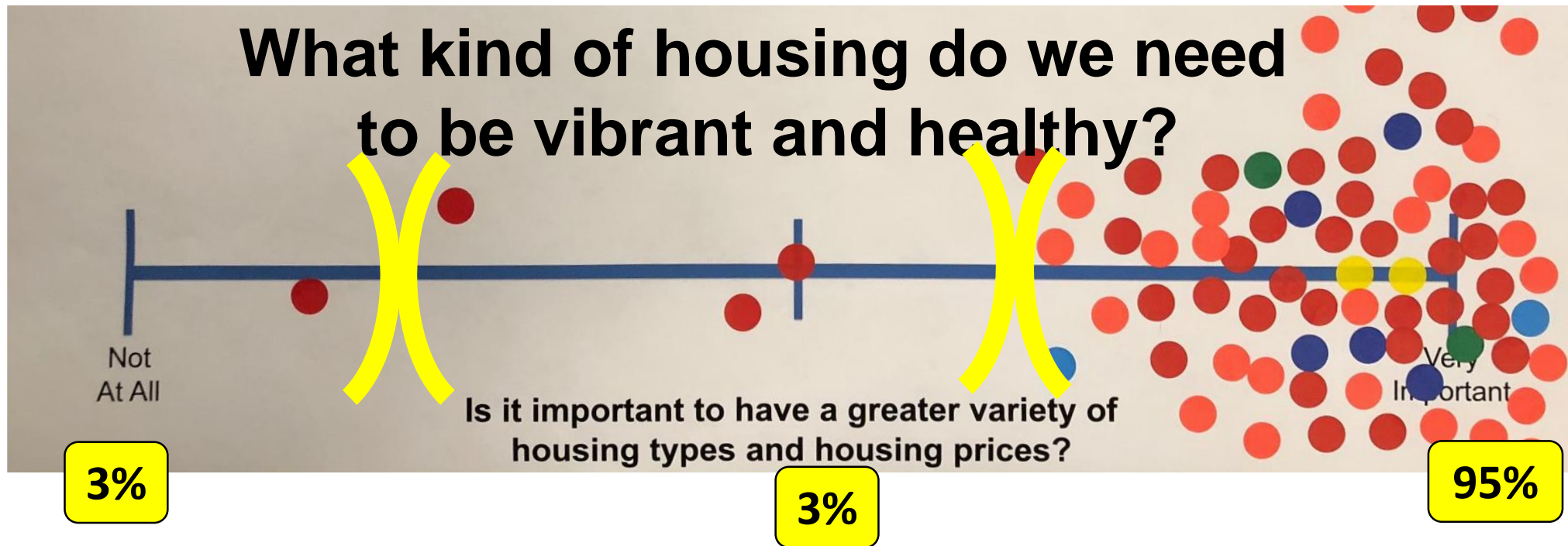


The public overwhelmingly believes that more long-term rentals are needed in Ketchum.

Mayor's Comment: Part of our mandate and mission is to create the opportunity for long-term rentals.



What kind of housing do we need to be vibrant and healthy?

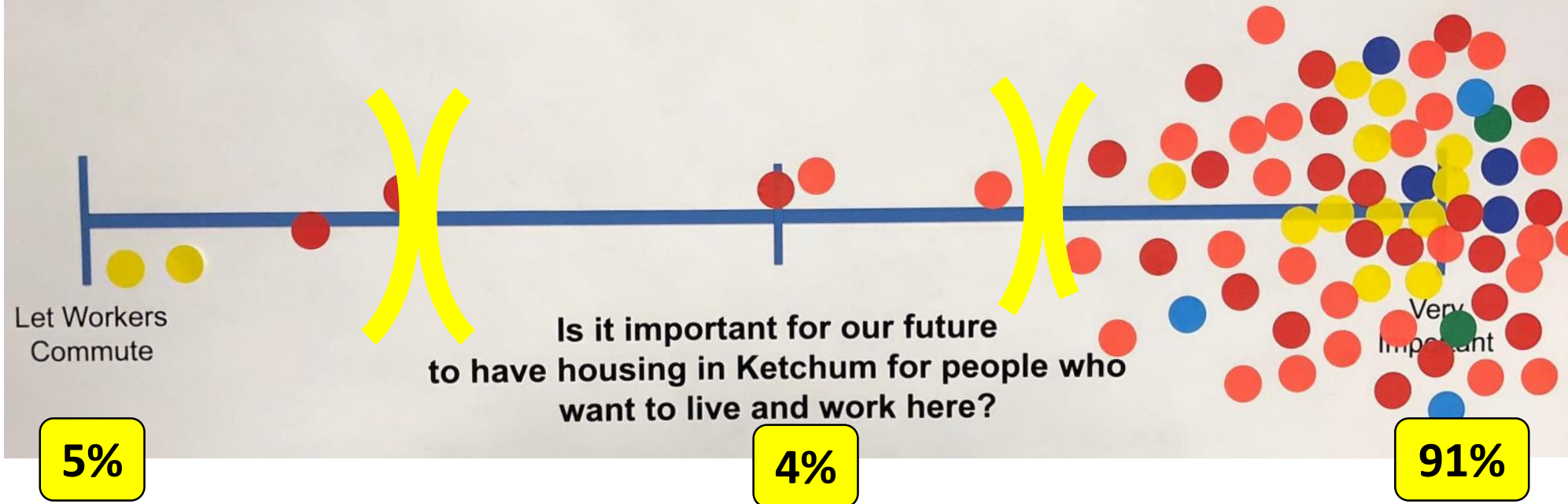


Respondents indicate that it is very important for Ketchum to have greater diversity when it comes to housing types and prices.

Mayor's Comment: Further confirmation that diversity is key to our housing mix.



What kind of housing do we need to be vibrant and healthy?

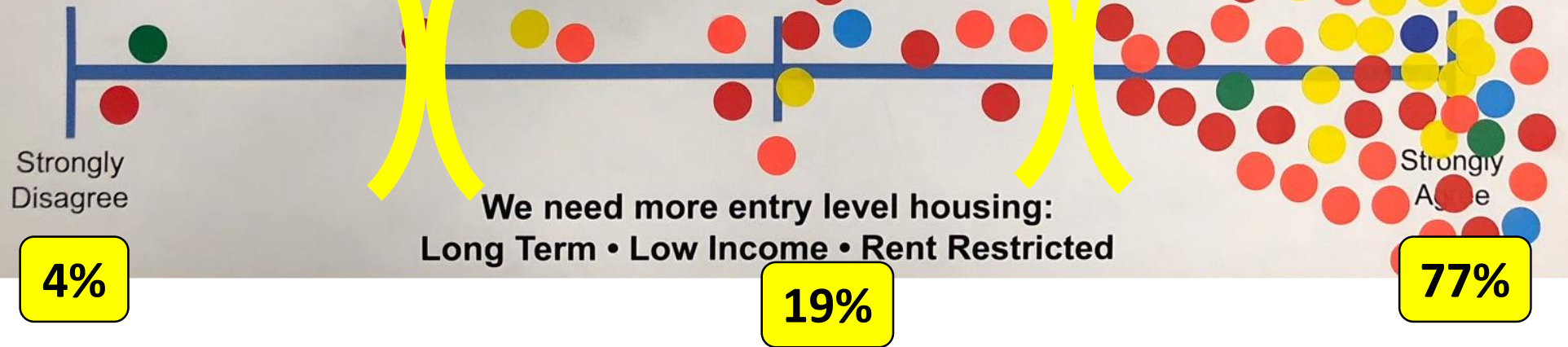


Fair on the Square attendees express strong support for workforce housing in Ketchum.

Mayor's Comment: Housing for the workforce is important if local businesses are going to retain employees.



What kind of housing do we need to be vibrant and healthy?

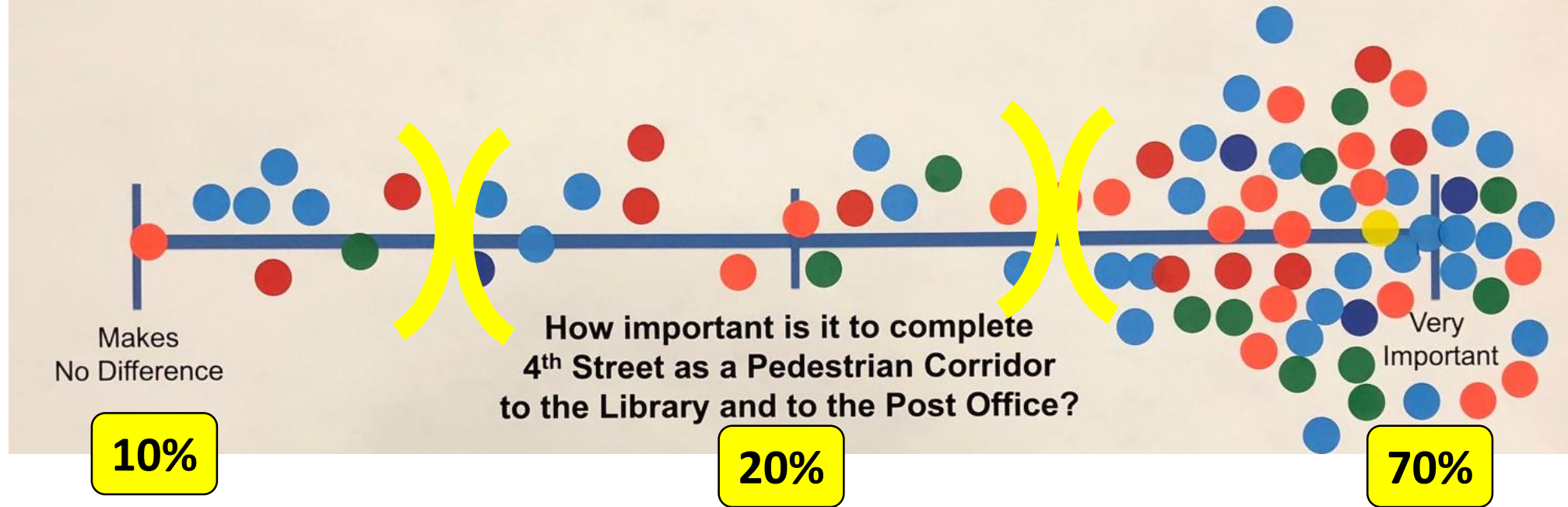


Over $\frac{3}{4}$ of those surveyed strongly agree that Ketchum needs more entry level housing.

Mayor's Comment: On the housing ladder, we don't have enough of the lower rungs. Our focus must be on changing the rules to encourage smaller units and increasing density.



How can we make 4th Street a better Bike Pedestrian Corridor?



Completing the 4th Street Pedestrian Corridor from the Library to the Post Office is very important to 70% of those surveyed.

Mayor's Comment:

This is a priority and we will spend 2019 planning the completion of the corridor with a view to its construction in 2020.



How can we make 4th Street a better Bike Pedestrian Corridor?

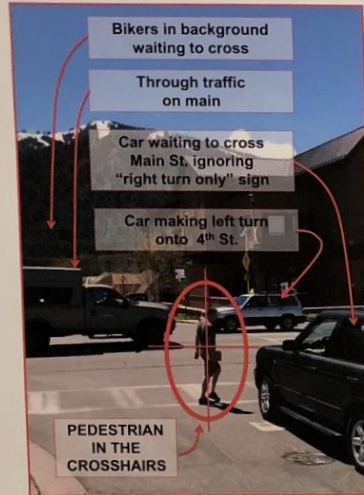


Nearly 2/3 of respondents think 4th Street should be used to celebrate Ketchum's Heritage.

Mayor's Comments: We have made a great start on 4th Street but we should look to complete it in the next 2 years.



Can we make a safer and better intersection by closing 4th St. at Main?

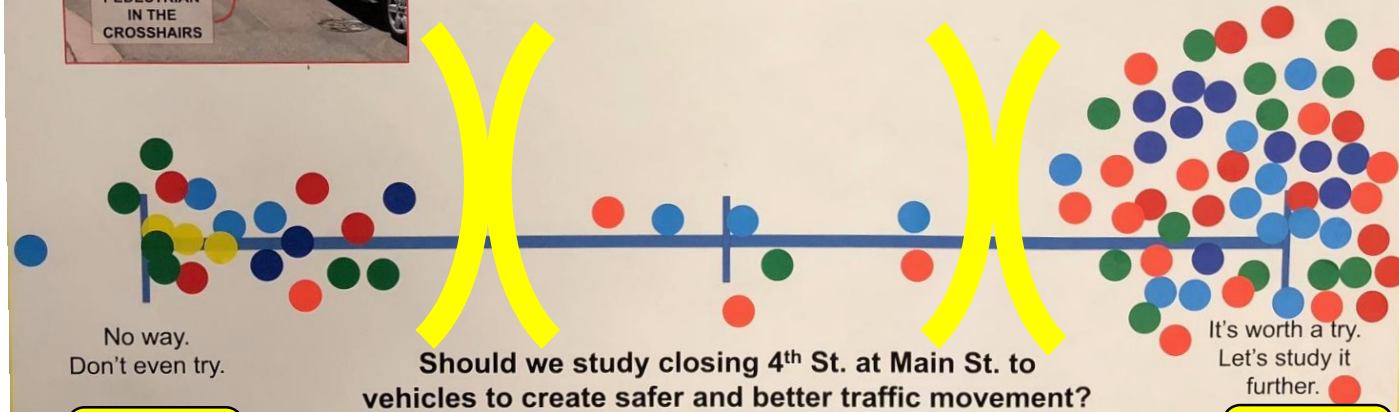


The intersection of 4th St. & Main is unsafe and presents multiple conflicts for pedestrians and bikes:

- Vehicles from 4th St. turning onto Main
- Vehicles from Main turning onto 4th St.
- Vehicles ignoring "No Crossing" sign

Closing 4th St. at Main St. would:

- Make it safer for all modes of transportation
- Improve through traffic on Main
- More vehicular use at traffic-light regulated intersections: Sun Valley Rd. and 5th St.



25%

8%

67%

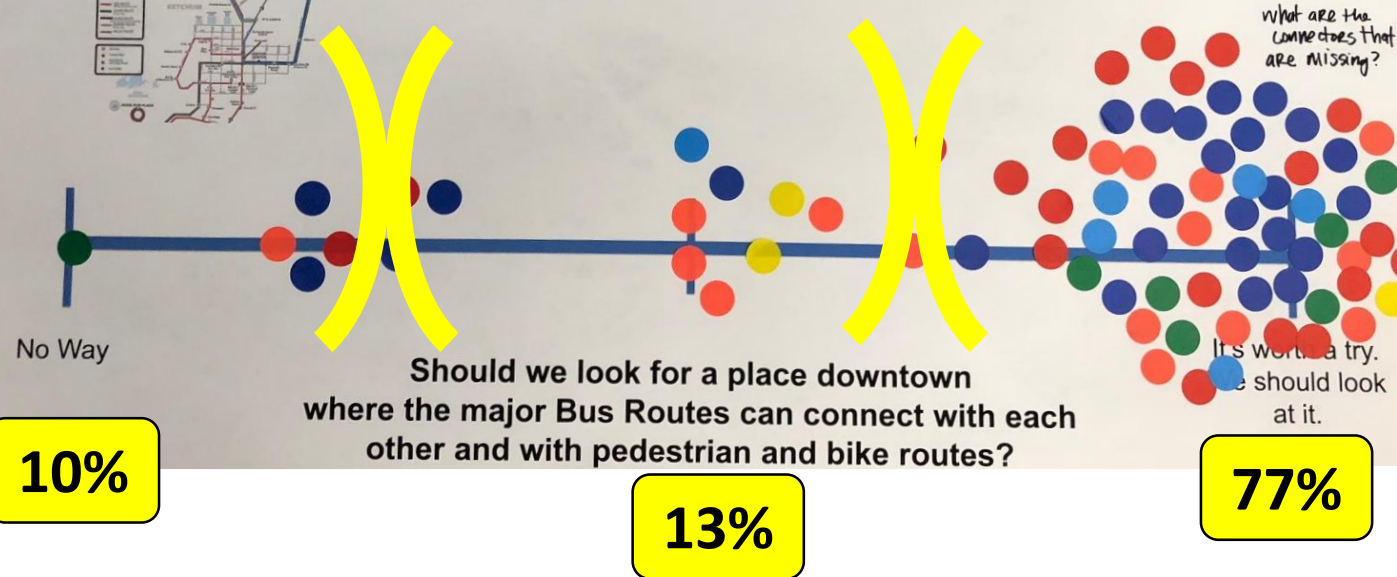
Closing 4th Street at Main Street is a polarizing issue: ¼ of respondents think the idea should not be tried, but 67% of respondents thought the idea merits further study.

Mayor's Comment: We have to try this out on a temporary basis to see if it works and see if the public likes it.



Downtowns work better when buses connect with other buses and people.

Currently the major bus routes do not connect. More people ride buses when the transfers are seamless and they connect to walking and biking routes.



Should we look for a place downtown where the major Bus Routes can connect with each other and with pedestrian and bike routes?

Studying the creation of a central hub to connect buses, pedestrians and bike routes is supported by 77% of Fair on the Square participants.

Mayor's Comment: If we are going to encourage people to leave their cars at home, then we must provide great alternatives.



How do we create a more Walkable / Bikeable Downtown?



Completing missing sidewalks and maintaining existing sidewalks are viewed as important pieces of the puzzle when it comes to creating a more walkable Downtown Ketchum.

Mayor's Comment: Better sidewalks encourage walking.



How do we create a more Walkable / Bikeable Downtown?

YOUR IDEAS	
✓✓✓✓	Even more benches + places to sit + lounge ✓
✓✓✓✓	Make all intersections 4-way. Tourists are confused by mishmash of 4-way, 2-way, & no-stop intersections and it's dangerous
✓✓	Plow bike paths between Remington + Y in the winter!
	Central Parking, usable sidewalks from there ✓
✓✓✓✓	Dissuade biking on sidewalks <u>SV Road</u> (INSTALL BALLARDS)
	WIDEN THE STREETS / FIX MAIN ST.
	Benches in hwy walking... donated <small>memorials?</small>
✓	complete streets is critical, build it + people will use it. If it's unsafe you will never increase pedestrian/bike use + it is unsafe today!
✓✓	Allow E Bikes ✓
✓✓	Food & places to sit.
	food trucks + carts allowed on sidewalk!
✓	How is parking going to be taken care of?
✓	How is ANYONE going to walk home with a CART FULL of GROCERIES?! {cargo bike of course!}
✓	More Perimeter Parking - AND DON'T use the little available for housing projects that want to avoid parking spots for their tenants

✓✓✓✓✓	• WOOD RIVER TRAIL AT WEST END OF 4 TH STREET ✓
✓✓✓✓✓	• WARM SPRINGS BIKE PATH TO DOWNTOWN ✓

YOUR IDEAS	
✓✓✓✓✓	Make 4 th Street bike/ped only in downtown
✓✓	Affordable Housing in town = full year community = resources for projects
✓✓✓✓	Mark bike lane clearly! PAINT GREEN <small>if I don't like the green it's</small>
	connect wood river trail in multiple locations to downtown. Assess routes via bikes & build. Use google + film your travel around town to determine what's needed. Make town pedestrian/bike friendly!
	More affordable housing.
✓✓	More priority to bicycles & pedestrians. Less focus on cars.
✓	Reduce auto dependency with shuttle, bike share, car share, electric cars
✓	Be Sure to Maintain The hillside ordinance
	more recycle bins FOR TRASH!
	WORK W/ SAWTOOTH BOTANICAL GARDENS TO PLANT NATIVES NOT PETUNIAS

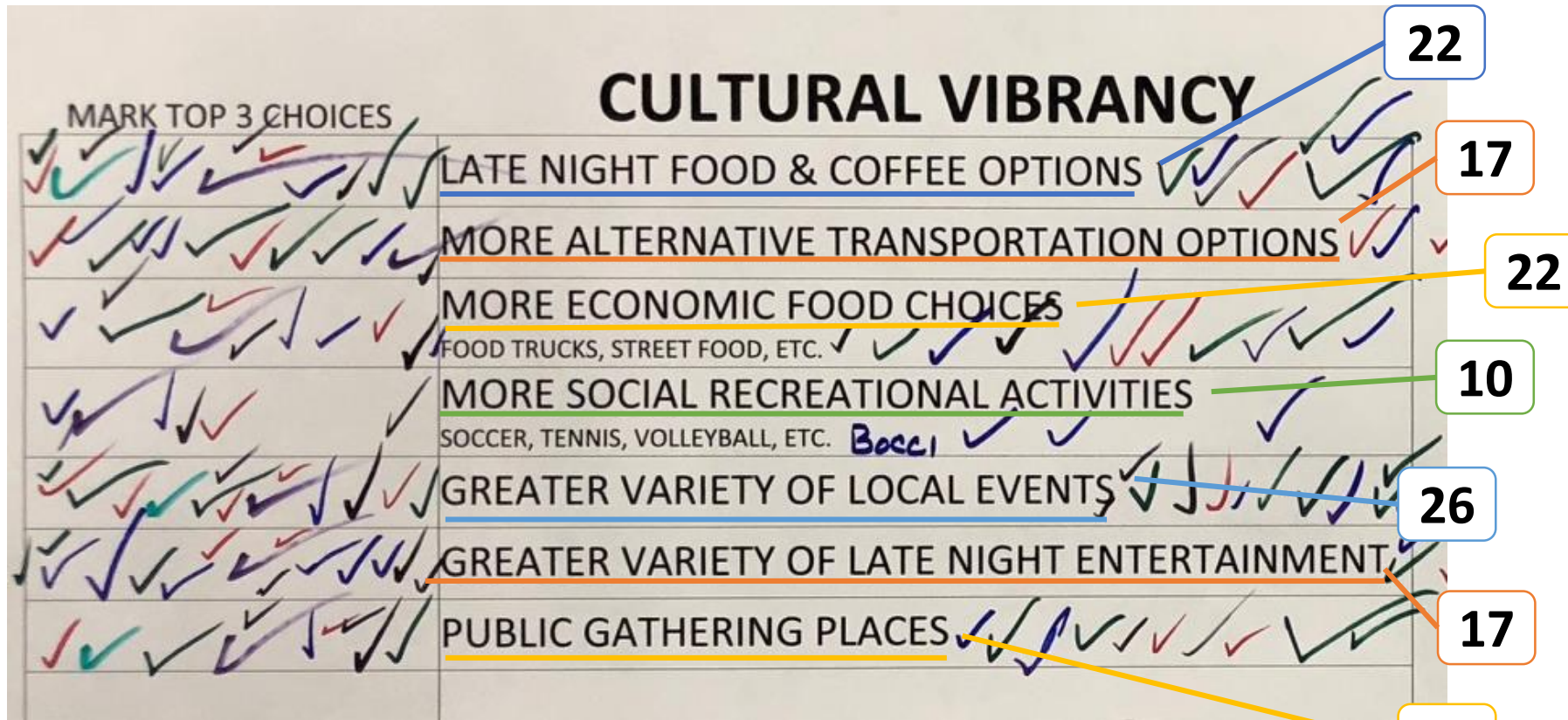
A Fair on the Square May 25, 2018

A wide range of ideas were expressed at the Fair on the Square. Eliminating car traffic on the Downtown portion of 4th Street seemed to be popular, in addition to making intersections more uniform for visiting motorists.

Mayor's Comment: Many great ideas that encourage us all to get out of our cars.



What matters to you? Culture & Housing



Having a greater variety of local events was viewed as very important for cultural vibrancy, in addition to having cheaper food options and more late night food options.

Mayor's Comment:

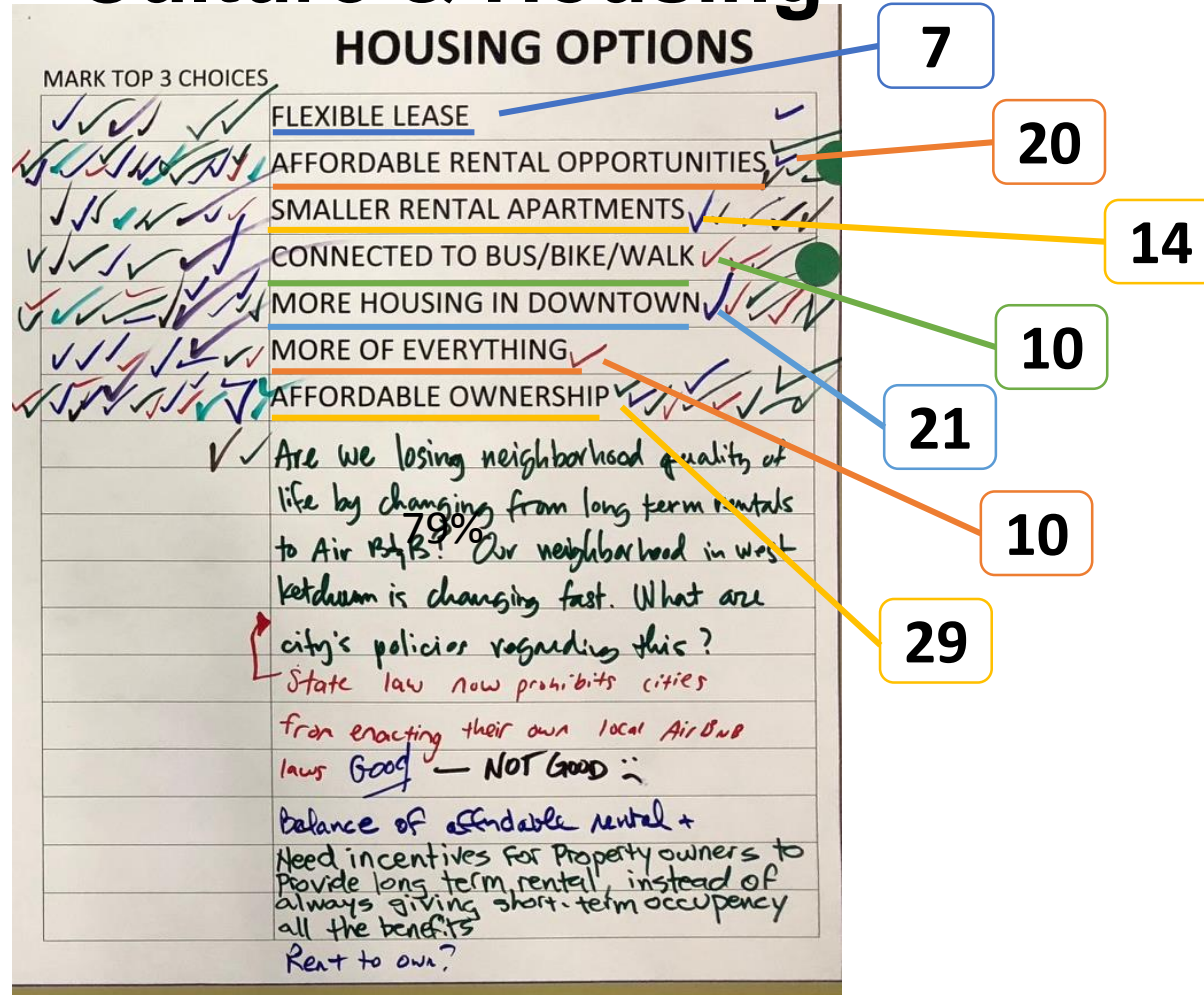
We have made a good start to bringing events to Ketchum but there is more we can do to make the process easier for event producers.



What matters to you?

Culture & Housing

Participants seem to agree: Ketchum needs more affordable housing ownership and rentals, and more housing in the Downtown core.



Mayor's Comment: Housing is a key focus for policy decisions.



What is important to you in your career?



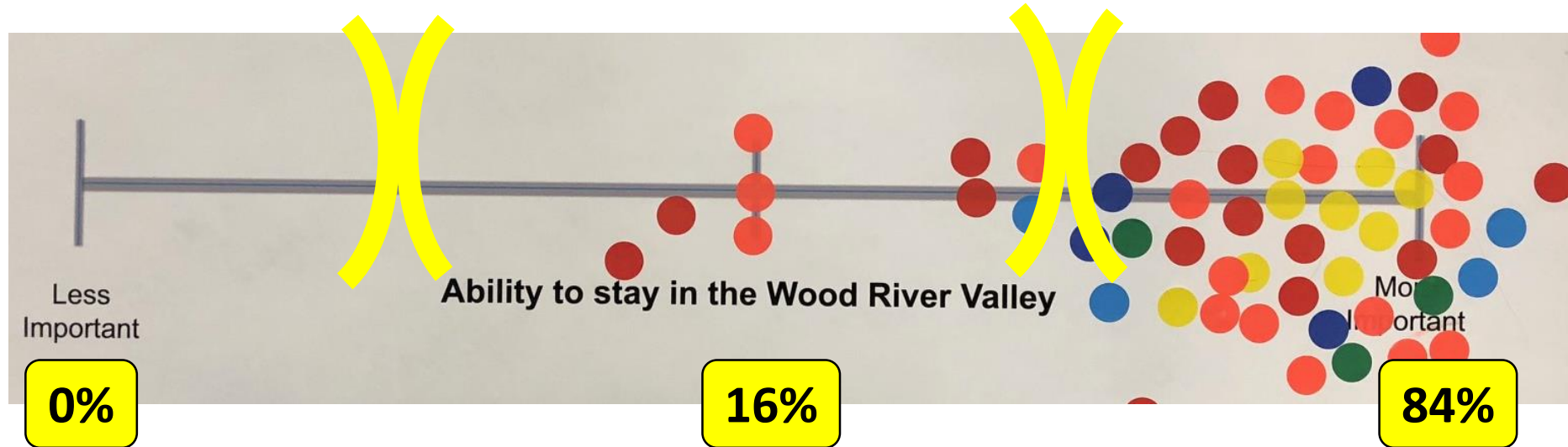
Nearly 70% of respondents at Fair on the Square place a high level of importance on income and benefits in their careers.

Mayor's Comment:

A diversity of businesses will increase the resilience of our economy. Fostering new ideas through the KIC's programming can encourage and nurture new businesses.



What is important to you in your career?



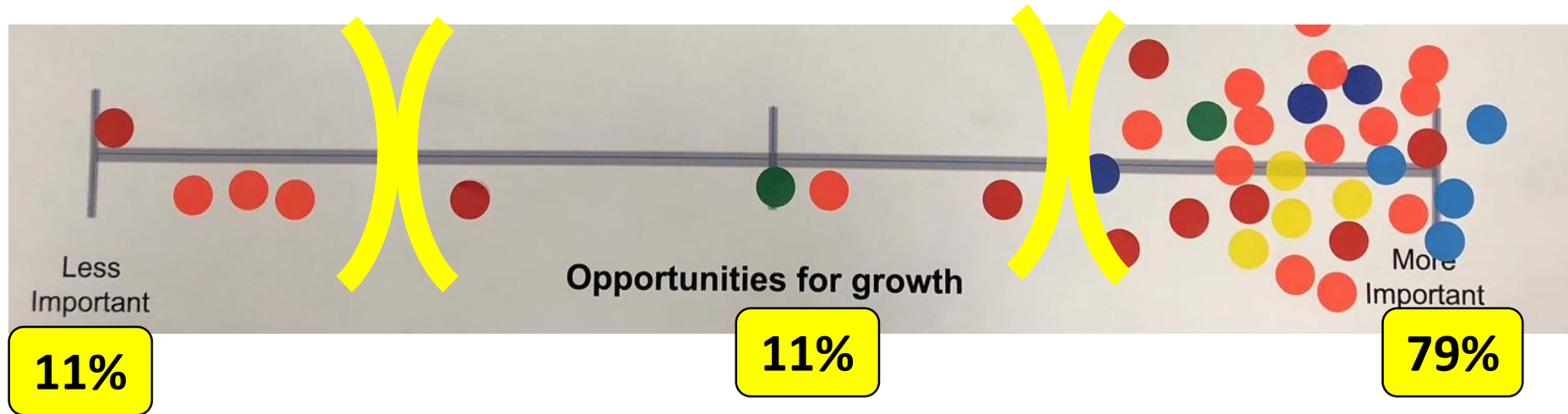
Over 4/5 of respondents expressed a desire to stay in the area.

Mayor's Comment:

More options for housing and more career options will help address this desire.



What is important to you in your career?



Nearly 80% of participants believe it is important not have opportunities for growth in their careers.

Mayor's Comment:

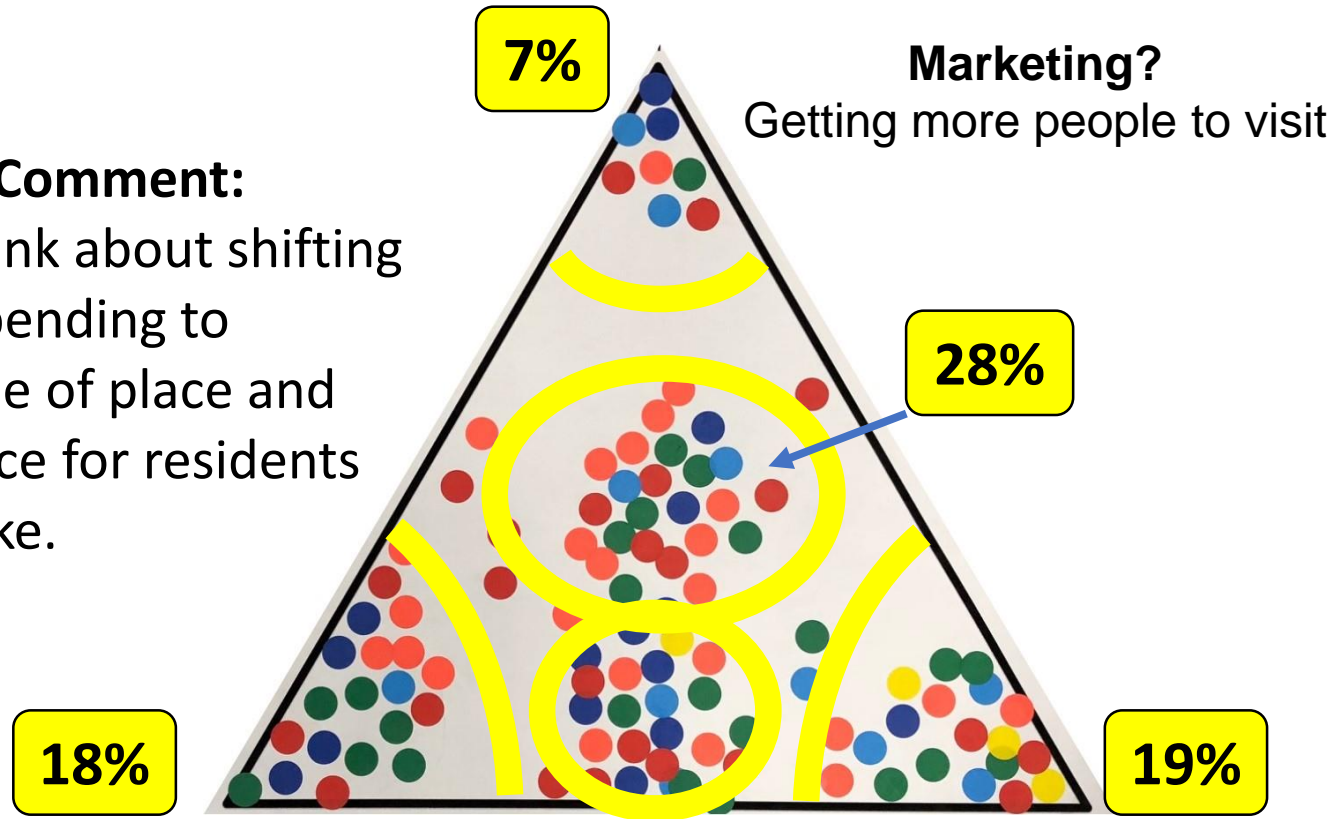
Attracting businesses like Smith and Scott that offer careers is key to our economic resilience.



How would you prioritize spending Public Funds?

Mayor's Comment:

We need to think about shifting some of our spending to creating a sense of place and great experience for residents and visitors alike.



60% of public responses support prioritizing spend on physical and social infrastructure, with support nearly evenly split between the two. 28% support spending split between all three categories. Only 7% of responses indicated support for marketing efforts.

This demonstrates that the public sees the need to create a better place and experience for locals and visitors by prioritizing spending in these areas.

Creating a great "Ketchum Experience"?
Events and Services

Creating a great "Sense of Place"?
Sidewalks • Lighting
Signage • Heritage



Ketchum's Next Generation Taskforce



Ketchum is Becoming: Older

median age 1990: 33.4 yrs

median age 2000: 39.0 yrs

median age 2016: 50.6 yrs

Median age U.S. 37.4

Empty

population 2000: 3,011

population 2016: 2,753

est. full time: 1,800*

• Based on water and sewer use

population: 2,753

housing units: 3,777

Slower

Fewer Events

Less Late Night Entertainment

Town Closes Earlier

Why Does it Matter?

Economic Sustainability

Age Diversity = Cultural Vibrancy=Tourism

Growing the Next Generation of Community Leaders

Unless we want to become

a retirement community, IT MATTERS