



City of Ketchum

## CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:  Staff Member/Dept:

Agenda Item:

### Recommended Motion:

### Reasons for Recommendation:

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

In general, the agreement addresses the following:

- Revisions to Section 2 to reflect the scope of the amended design review approval, update references to project specifics, remove redundancies, and clarify fee credits agreed to in the Settlement Agreement.
- Revisions to Section 3 to reflect the amended design review approved project and clarify the parameters and expectations of the condominium rental program.
- Revisions to Section 7 to reflect the construction and completion schedule agree to in the Settlement Agreement
- Revisions to Section 12 to update the employee housing plan based on the construction of employee housing units at the 1<sup>st</sup> and 4<sup>th</sup> Mixed Use development in Ketchum
- Revisions to Section 13 to clearly outline the process and timing for submittal of preliminary and final condominium plat reviews and approvals
- Additions of Sections 21-23 to incorporate performance requirements agreed to in the Settlement Agreement

**Sustainability Impact:**

The project is required to meet all sustainability commitments documented in the PUD/CUP approval from 2008. Additionally, the residential condominium portions of the project will need to meet the city's green building requirements. Finally, the project as a whole must meet the requirements of the 2018 International Energy Conservation Code as adopted by the city.

**Financial Impact:**

None OR Adequate funds exist in account:	The Settlement Agreement negotiated certain fee credits for payments made in 2016 that will be applied at the time of building permit application.
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**Attachments:**

1. Second Amendment to Amended and Restated Development Agreement #22838 with exhibits

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:	
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(SPACE ABOVE LINE FOR RECORDER'S USE)

**SECOND AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT  
AGREEMENT #22838**

THIS SECOND AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT (“**Second Amendment**”) is dated for reference purposes this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation (“**Ketchum**” or “**City**”) and HARRIMAN KETCHUM HOTEL, LLC, an Idaho limited liability company (“**Owner**”, and together with the City, the “**Parties**”).

**RECITALS**

A. Ketchum is a municipal corporation possessing all powers granted to municipalities under the applicable provisions of the Idaho Code, including the power to grant conditional use permits, approve planned unit developments, subdivide real property and the power to contract.

B. Owner owns the real property situated in the State of Idaho, County of Blaine, commonly known as 300 River Street East, Ketchum, Idaho and more particularly described as Lot 2, Block 83 of the City of Ketchum, according to the plat thereof on file in the office of the County Recorder of Blaine County, Idaho under Instrument No. 210798 (“**Property**”).

C. Owner’s predecessor in interest to the Property (“**Original Owner**”) entered into an Amended and Restated Development Agreement, dated October 5, 2015 (“**Development Agreement**”) and recorded in the records of Blaine County, Idaho as Instrument No. 630816, as corrected and amended by Instruments recorded as Nos. 635897 and 652281, respectively under and by virtue of which Ketchum issued a Planned Unit Development Conditional Use Permit (“**CUP**”) to develop and operate a Hotel on the Property (“**Project**”) and a building permit to construct certain Project improvements (“**Building Permit**” and together with the Development Agreement, CUP, Design Review, and Encroachment Agreement, the “**Entitlements**”).

D. As an incident of the Project Original Owner and City entered into an agreement providing for reclamation of the Property in the event the Project did not proceed which agreement included a bond bearing number 2416447 issued in the amount of \$452,928 issued by Great American Insurance Company (“**Bond**”).

E. A dispute arose between Ketchum and the Original Owner regarding performance of obligations under the Development Agreement resulting in Ketchum declaring a breach of the Development Agreement, purporting to revoke all of the Entitlements and making a claim against the Bond. The Original Owner disputed Ketchum's claims and asserted breach of contract and tort claims against Ketchum.

F. Ketchum and the Original Owner entered into a Settlement Agreement dated June 24, 2022, and recorded in the records of Blaine County, Idaho as Instrument No. 694658 under and by virtue of which the parties settled their dispute and released all claims and Ketchum reinstated the Development Agreement and Entitlements, and released and terminated the Bond. The Settlement Agreement provides replacement alternatives to the Bond for securing restoration of the Property as may be required.

G. Owner has applied to change certain aspects of the Project including the square footage and layout of certain uses internal to the building, the number and size of the condominium units, addition of lock-offs to the condominium units, and adjustments to the proposed right-of-way improvements. The Project proposed, as shown in the project plans dated February 7, 2023, consists of 73 hotel rooms and 12 condominium units, 6 of which have lock-offs, and associated hotel uses as outlined in Exhibit A of the Design Review Findings of Fact, Conclusions of Law, and Decision dated February 14, 2023.

H. Ketchum received a Design Review application from Owner to amend Design Review application (File No. 08-007) reinstated per the terms of the Settlement Agreement. Said amendment was reviewed, considered, and approved by the Planning and Zoning Commission on February 14, 2023.

I. Owner and Ketchum desire to amend and supplement the Development Agreement as provided in this Second Amendment to ensure the Project complies with all applicable conditions of approval contained in the Entitlements and that the Second Amendment reflects the Project as currently proposed. For absence of doubt, Owner and Ketchum acknowledge that this Second Amendment is not intended in any way to undermine, change or limit the reinstatement of the Entitlements that the Parties agreed to and approved in the Settlement Agreement.

## **AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants, promises, agreements, terms and conditions set forth herein, the Parties agree to amend and supplement the Agreement as hereinafter provided.

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

**2. Section 2 (Incorporation of Related Agreements, Approvals, Plans, Permits and other documents) is deleted and the following substituted therefore:**

The following agreements, approvals, plans, permits and other documents are hereby incorporated into and made an integral part of this Agreement by reference as if stated herein in full:

- PUD CUP Findings of Fact, Conclusions of Law and Decision, including all conditions of approval, dated November 17, 2008, or as amended from time to time. Conditions of approval are excerpted in Exhibit A.
- PUD CUP No. 08-007 dated November 17, 2008, or as amended from time to time.
- PUD Development Plans referenced in the PUD CUP Findings of Fact, Conclusions of Law and Decision, or as amended from time to time.
- Design Review Findings of Fact, Conclusions of Law and Decision, including all conditions of approval, dated February 14, 2023, or as amended from time to time.
- Site Plan Sheet L3.0 dated February 7, 2023, showing both on-site and off-site improvements, which off-site improvements may be amended to meet final right-of-way improvement design approvals, or as amended from time to time.

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

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

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

- i) plan review fees and inspection fees (to the extent not previously paid by Owner);
- ii) amendments to building, plumbing, fire and other construction codes;
- iii) City enactments that are adopted pursuant to State or federal mandates that preempt the City's authority to vest regulations.

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

Any application for a building permit submitted by Owner shall substantially comply with the requirements of the above-referenced applicable codes, agreements, approvals, plans, permits and other documents as such requirements exist on the day the building permit application is submitted. A complete Building Permit Application showing compliance with all adopted codes referenced in Title 15 of the Ketchum Municipal Code and applicable fees (net of previously paid fees, as described below) shall be submitted to the City.

If a building permit application contains material deviations from the above-referenced applicable codes, agreements, approvals, plans, permits and other documents an amendment to this Second Amendment must be applied for by Owner and considered by the City Council. If such amendment is approved by City Council, one or more approvals referenced in Section 2 may be subject to amendment. A new or amended building permit may be required to reflect the changes made to the approvals in Section 2.

Ketchum acknowledges and agrees that Owner has paid the following fees and shall receive credit toward any additional fees or costs for the full amount of the fees paid.

- \$440,734 for impact and connection fees
- \$1,072,940 for in-lieu housing fees for 27,370.91 net residential square feet
- \$85,958 for building permit fees paid for the permit issued July 6, 2016

**Section 3 (Hotel Uses and Restrictions) is deleted and the following substituted therefore:**

Owner may use the Property as a “Hotel” as defined in KMC 17.08.020 as that section existed at the time of the Development Agreement and for private residential uses. The following units and any residential owner storage, designated and assigned reserved parking spaces in the underground garage or limited common area associated with such units may be used as either private residential units by their owners, or as a “Hotel” rental unit if eligible for inclusion into the voluntary residential condominium rental program:

- 12 residential units, 6 of which have lock-offs rooms, located on the third and fourth floors of the Project as shown by the Design Review project plans filed with the City dated September 21, 2022.

Residential Condominium Rental Program: The operator and manager of the hotel contracted by the Owner of the Property (“**Hotel Operator**”) shall implement and maintain a voluntary rental program for the purpose of managing, operating, and marketing of the rental of the 12 residential condominium units and 6 lock-offs rooms as shown in the project plans. Each residential unit owner may at his or her discretion place his or her residential unit in the voluntary Residential Condominium Rental Program the terms and conditions of which shall substantially conform to the provisions set forth in Exhibit B, attached hereto and incorporated herein by reference.

Prior to issuance of a Certificate of Occupancy for the Project, the Hotel Operator shall provide the City Planning Director with a redacted and confidential, to the extent reasonably

necessary to protect trade secrets or proprietary information, copy of the Hotel Management Agreement between the Hotel Operator and Owner to substantiate the existence of the voluntary rental program consistent with Exhibit B and providing the Hotel Operator with the exclusive right to manage the voluntary Residential Condominium Rental program.

All other units and space on the Property and in the improvements constructed thereon shall be used exclusively as a “Hotel”. The following are acknowledged as allowable accessory uses of the Property: conference and banquet facilities, kitchen, restaurant and bar areas, outdoor seating and dining, swimming pool, fitness facilities, retail and spa/salon uses, bakery, back-of-house administrative offices and housekeeping uses, and an observatory and exterior deck on the fifth floor as further detailed in Exhibit A of the Design Review Findings of Fact, Conclusions of Law, and Decision and shown on the design review project plans dated September 21, 2022. Owner agrees that this Second Amendment specifically allows only the uses set forth above and those incidental to the permitted and accessory uses and no others. Owner shall not be obligated to use the Property for all permitted or accessory uses. Owner may not substantially change or expand on the uses of the Property and improvements thereon specified in this Second Amendment without the prior written approval of City which approval shall not be unreasonably withheld, conditioned or delayed. Any substantial changes or expansions in the uses permitted by this Second Amendment without such prior written consent and formal modification of this Agreement as allowed by applicable law shall after written notice and opportunity to cure constitute a breach of this Agreement.

**Section 7 (Construction and Completion Schedule) is deleted and the following substituted therefore:**

Improvements shall be constructed and substantially completed pursuant to the following schedule:

- Within 6 months after final approvals of the 2022 Design Review application and Development Agreement amendment application, Owner shall submit a building permit application and Construction Mitigation Plan.
- City will provide comments within 20 working days of the building permit being deemed complete and all applicable fees paid.
- Owner shall submit revised plans, addressing all comments from City, within 20 working days of receipt of comments.
- Subsequent City review comments and Owner responses/revisions will respectively occur within 10 days of the previous action.
- Prior to issuance of a building permit by City, Owner must secure an encroachment permit from ITD for any and all improvements within the Hwy 75 ITD right-of-way.
- City will issue a building permit within 7 days of resolution of all City comments and payment of any remaining applicable fees.
- Construction shall commence upon the later of May 1, 2023, or 5 months after issuance of the building permit.
- Construction shall be completed within 41 months after issuance of the building permit.
- Upon completion of the Project in compliance with the building permit and all terms and conditions of this Agreement, a Certificate of Occupancy shall be issued for the Project.

**Section 12 (Employee Housing) is deleted and the following substituted therefore:**

Owner agrees to provide 18 Employee Housing beds as provided by Ketchum Municipal Code and as set forth in the Revised Employee Housing Plan dated March 21, 2023, approved by the City on \_\_\_\_\_ (Exhibit C). All required employee housing shall be available prior to any certificate of occupancy for the Property.

**Section 13 (Condominium Plat) is deleted and the following substituted therefore:**

City agrees to accept and process applications for condominium preliminary and final plat approval prior to issuance of a Certificate of Occupancy of the Project, pursuant to KMC 16.04.070, to allow for financing of the improvements and individual sale of private residential units. An application for preliminary plat approval for the Project, including a declaration of covenants, conditions and restrictions (“**Declaration**”) will be made by Owner within 60 calendar days after issuance of the building permit. An application for final plat approval will be submitted 60 or more days prior to the request for a Certificate of Occupancy for the Project. The condominium final plat must be approved by the City prior to recording. The individual Residential Condominium units and the Hotel commercial and/or common and/or limited common area units shall be use restricted through the Declaration.

**A new section to be designated as 21 (Off-site Improvements) is added as follows:**

Prior to issuance of the building permit, Owner will provide to the Planning Director a written agreement, with applicable diagrams illustrating proposed improvements, the owners of 220 S. Leadville and 400 E River Street, evidencing their acceptance of Owner’s proposal for resolving their landscaping and screening concerns as were noted and conditioned in the CUP. This submission will be timely reviewed and approved by the Planning Director for verification it resolves the CUP condition, which such approval will not be unreasonably withheld or delayed.

**A new section to be designated as 22 (Financial Capability) is added as follows:**

It is a condition of this Second Amendment that the proof of financing and financial capability to complete the project is a standing condition of the Development Agreement, and such condition will continue in force until substantial completion of construction.

**A new section to be designated as 23 (Default and Restoration) is added as follows:**

Provided Ketchum is not in default of its obligations hereunder, if Owner defaults in performance of any of its obligations hereunder prior to commencement of construction and the default continues for 60 days after receipt by Owner of Ketchum’s written notice of default, Owner agrees to reclaim the Property and restore it to the same or better condition as specified in the Reclamation Plan previously prepared, agreed to, and made a part of the Development Agreement. To secure Owner’s obligation hereunder, Owner shall obtain for Ketchum’s benefit an irrevocable stand-by letter of credit issued by a bank authorized to transact business in the state of Idaho in the amount of one hundred twenty-five percent of the estimated cost of reclamation or shall provide some other form of security reasonably acceptable to Ketchum prior to issuance of a building permit for the Project. The security, in whatever form, may be



requested by Owner for release, partially or in full, with approval by City, not to be unreasonably withheld, if justified by substantial progress toward completion of construction in accordance with the following schedule: one half upon completion of the foundation stem walls and one half upon completion of framing of the entire building.

**9. Miscellaneous Provisions.**

a) Police Powers. Except as otherwise expressly provided herein, nothing contained herein is intended to limit the police powers of Ketchum or its discretion in review of subsequent applications regarding development of the Property. This Second Amendment shall not be construed to modify or waive any law, ordinance, rule, or regulation not expressly provided for herein, including, without limitation, applicable building codes, fire codes, Ketchum's Zoning Ordinance, Ketchum's Subdivision Ordinance, and Planned Unit Development requirements for the Property.

b) Amendment. This Second Amendment may be revised, amended, or canceled in whole or in part, only by means of a written instrument executed by both Parties and as evidenced by amended plats and development plans.

c) Specific Performance. In the event of a breach of this Second Amendment, in addition to all other remedies at law or in equity, this Second Amendment shall be enforceable by specific performance by either party hereto. All remedies shall be cumulative.

d) Attorney's Fees. In the event either party hereto is required to retain counsel to enforce a provision of this Second Amendment, or to recover damages resulting from a breach hereof, the prevailing party shall be entitled to recover from the other party all reasonable attorney's fees incurred, whether or not litigation is actually instituted or concluded.

e) Notices. All notices required or provided for under this Second Amendment shall be in writing and deemed delivered upon delivery in person or upon mailing by certified mail, return receipt requested, postage prepaid. However, the time period in which a response to such notice must be given shall commence to run from the date of receipt on the return receipt of the notice. Rejection or refusal to accept, or the inability to deliver because of a change of address of which no notice was given shall be deemed to be receipt of the notice.

Notices to City shall be addressed as follows:

City of Ketchum  
Post Office Box 2315  
Ketchum, ID 83340  
Attn: Morgan Landers, Planning Director  
Telephone: 208.726.7801  
Email: [mlanders@ketchumidaho.org](mailto:mlanders@ketchumidaho.org)

Notices given to Owner shall be addressed as follows:

Jack E. Bariteau, Jr.  
Post Office Box 84  
Sun Valley, ID 83353  
Telephone: 650.906.5636  
Email: [jack@waypointsunvalley.com](mailto:jack@waypointsunvalley.com)

with copies to:

Harriman SV Properties, LLC  
Attn. Andy Blank, Manager  
3455 NW 54<sup>th</sup> Street  
Miami, FL 33142-33009

Alyse Blank  
745 N Alta Vista Blvd  
Los Angeles, CA 90046  
[avblank@archiveamerica.com](mailto:avblank@archiveamerica.com)

Justin C. Jones  
Justin C. Jones, LLM, P.C.  
Post Office Box 487  
182 Lopez Road, Suite C  
Lopez Island, WA 98261  
Telephone: 360. 378.4450

Lawson Laski Clark, PLLC  
675 Sun Valley Road, Suite A  
Post Office Box 3310  
Ketchum, Idaho 83340  
Attn.: Edward A. Lawson  
Telephone: 208.725.0055  
Email: [eal@lawsonlaski.com](mailto:eal@lawsonlaski.com)

A party may change the address to which further notices are to be sent by notice in writing to the other party, and thereafter notices shall be addressed and transmitted to the new address.

f) Reliance by the Parties. This Second Amendment is intended by Owner to be considered by Ketchum as part of Owner's application for a modification of the existing design review approval and building permits for the Project. Owner acknowledges and intends the City to consider and rely upon this Second Amendment in its review and consideration of said applications.

g) Relationship of Parties. It is understood that the contractual relationship between Ketchum and Owner is such that neither party is the agent, partner, or joint venturer of the other party. The Parties agree at all times to cooperate with each other and exercise good faith to achieve the purposes of this Second Amendment. In the event any legal or equitable action or other proceeding is instituted by a third party or other governmental entity or official challenging the validity of any provision of Ketchum's approval and/or implementation of this Second Amendment or the Entitlements, the Parties agree to reasonably cooperate in and communicate regarding respective or joint plans defending such action or proceeding.

h) Successors and Assigns; Covenant Running With the Land. This Second Amendment shall inure to the benefit of City and Owner and their respective heirs, successors and assigns. This Second Amendment including all covenants, terms, and conditions set forth herein, shall be and is hereby declared a covenant running with the land with regard to the Property or any portion thereof, and is binding on both parties to this Agreement as well as their respective heirs, successors and assigns.

i) Recordation and Release. This Second Amendment shall be recorded with the Blaine County Recorder. City agrees to execute all appropriate documentation to cause the encumbrance of this Agreement to be terminated in the event of termination.

j) No Waiver. In the event that City or Owner, or its successors and assigns, do not strictly comply with any of the obligations and duties set forth herein, thereby causing a default under this Second Amendment, any forbearance of any kind that may be granted or allowed by Owner, City, or their successors and assigns, to the other party under this Second Amendment shall not in any manner be deemed or construed as waiving or surrendering any of the conditions or covenants of this Second Amendment with regard to any subsequent default or breach.

k) Partial Invalidity. In the event any portion of this Second Amendment, or part hereof, shall be determined by any court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions of this Second Amendment, or parts hereof, shall remain in full force and effect and shall in no way be affected, impaired or invalidated, it being understood that such remaining provisions shall be construed in a manner most closely approximating the intention of the parties with respect to the invalid, void, or unenforceable provision or part hereof.

l) Entire Agreement. This Second Amendment and the Settlement Agreement constitute the full and complete agreement and understanding between the parties hereto. Excluding formal conditions placed upon the design review approval, subsequent plat approvals or other matters related to the public process, no representations or warranties made by either party shall be binding unless contained in this Agreement or subsequent written amendments hereto.

m) Exhibits. All exhibits referred to herein are incorporated in this Second Amendment by reference, whether or not actually attached.

n) Authority. Each of the persons executing this Second Amendment represents and warrants that he or she has the lawful authority and authorization to execute this Second

Amendment, as well as all deeds, easements, liens and other documents required hereunder, for and on behalf of the entity executing this Second Amendment.

o) Recitals. The Recitals are incorporated herein and made a part of this Second Amendment by this reference.

p) Choice of Law. This Second Amendment shall be governed by and construed in accordance with the laws of the state of Idaho, which shall be the sole jurisdiction and venue for any action which may be brought by either party with respect to this Second Amendment or the subject matter hereof.

[end of text – signatures appear on following page]

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to the Agreement the day and year first above written.

Harriman Ketchum Hotel, LLC, an Idaho  
limited liability company

City of Ketchum, Idaho, a municipal  
corporation

By: \_\_\_\_\_  
Name:  
Title:

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

Attest: \_\_\_\_\_  
Trent Donat, City Clerk

**ACKNOWLEDGMENTS**

STATE OF IDAHO )  
  )ss.  
County of Blaine )

Subscribed and sworn before me on this \_\_\_\_ day of \_\_\_\_\_, 2022, before me a Notary Public in and for said State, personally appeared NEIL BRADSHAW, known to me to be the Mayor of the CITY OF KETCHUM, IDAHO and the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of the City of Ketchum, Idaho.

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

\_\_\_\_\_  
Notary Public  
Residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

STATE OF IDAHO )  
  )ss.  
County of Blaine )

Subscribed and sworn before me on this \_\_\_\_ day of \_\_\_\_\_, 2022, before me a Notary Public in and for said State, personally appeared \_\_\_\_\_ known or identified to me to be the Managing Member of HARRIMAN KETCHUM HOTEL, LLC, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

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

\_\_\_\_\_  
Notary Public  
Residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_



City of Ketchum

# Exhibit A: PUD/CUP Conditions of Approval

3. The City Council has authority to hear the applicant's Conditional Use Permit application pursuant to Idaho Code Section 67-6512 of the Local Land Use Planning Act and Chapter 16.08 of Ketchum Subdivision Code Title 16.

4. The City Council's August 12, 2008 and September 15, 2008 public hearings and consideration of the applicant's Conditional Use Permit application was properly noticed pursuant to the Local Land Use Planning Act, Idaho Code Section 67-6512.

5. The application does comply with Ketchum Zoning Code Title 17 and Ketchum Subdivision Code Title 16 and the Ketchum Comprehensive Plan only if the following conditions of approval are met.

### DECISION

**THEREFORE**, the Ketchum City Council **approves** this Planned Unit Development Conditional Use Permit application for a new hotel building, Hotel Ketchum, this 15th day of September, 2008, provided the following conditions are met:

1. A construction staging and mitigation plan, including at a minimum provisions for off-site employee parking, off-site storage of bulk materials, and required right-of-way encroachments during construction, shall be submitted and approved by the City Council within 8 months from date of final PUD approval. This plan shall be an exhibit to an amendment to the PUD agreement and recorded prior to issuance of a building permit.
2. The applicant shall contribute a pro rata share based on total linear feet to the underground relocation of overhead utility lines in the vicinity of the project. The pro rata share shall be based on the frontage of the subject property along Main Street, Leadville Avenue, and River Street. The applicant agrees to collaborate with the City and with Idaho Power on the timing and the budget for undergrounding, and these items will be incorporated into the Development Agreement, with a specific payment solution brought back to the City Council prior to construction.
3. The proposed encroachments into the public street rights-of-way shall be allowed up to but not exceeding the widths presented on Sheet C3 dated April 8, 2008.
4. Sidewalks shall be a minimum width of:
  - 6 feet on Main Street
  - as shown on Sheet C3 dated April 8, 2008, but not less than 5 feet on River Street
  - 5 feet on Leadville Avenue



5. Right-of-way encroachments including retaining walls and landscape beds, and curblines alignment, slope and drainage, and ADA design issues shall be resolved to the satisfaction of the City Engineer and ITD prior to the issuance of a building permit. Final designs shall be approved by the City Council upon recommendation by the P&Z Commission. Encroachment permits and/or licenses shall be obtained from the City as required.
6. The heated asphalt shall be extended to include the entire River Street/Leadville Avenue intersection and shall be extended to the south on Leadville Avenue as required to accommodate drainage and vehicular traction. This and related drainage issues shall be resolved to the satisfaction of the City Engineer and City Street Superintendent.
7. All water, sewer and other utility main lines, service lines, manholes and fire hydrants shall be maintained or improved as required by the Ketchum Water and Sewer Department.
8. The proposed development shall be completed as set forth in the design review and CUP approvals and the Planned Unit Development agreement. The PUD Development Agreement shall include, but not be limited to, provisions for the following:
  - Community/workforce housing- as required in condition #9, below.
  - Contribution to underground relocation of overhead utility lines.
  - Public pedestrian amenities to be included within adjacent street rights-of-way.
  - Development of a Construction Mitigation Plan
  - Minimum access for the public to the observatory.
9. The applicant shall provide a detailed Employee Housing Plan, which provides for housing for 18 employees on a site acceptable to the Ketchum City Council, and within Ketchum City limits.

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

- a) Provide salary/hourly wages (2008 dollars) for the various income categories of employees.
- b) The expected number of each level of employee that is intended to be served by the employee housing units.
- c) Which employee category will be served by which type/size of units.
- d) Provide information on anticipated rental rates (in 2008 dollars) or subsidized and/or free rent to employees; will utilities and homeowners dues (if any) be included in proposed rates.
- e) Establishment of maximum occupancy per unit type (i.e. 1 person per 1 bedroom unit; 2 persons per 2 bedroom units).
- f) Location of units to be within Ketchum City limits.

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

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

The following information shall be provided to the City:

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

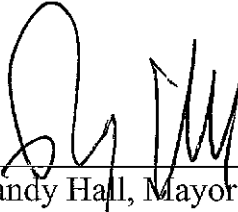
The Employee Housing Plan shall be submitted and approved by the City Council prior to issuance of a building permit. This plan shall be an exhibit to an amendment to the PUD agreement and recorded prior to issuance of a building permit.

All of the required Employee Housing shall be available prior to the issuance of any Certificates of Occupancy for the Hotel, or any other uses in the hotel.

- 10. A privacy wall or landscaping buffer shall be developed as a buffer for the 200 South Leadville Townhomes.
- 11. Operational hours for the observatory shall be developed that provides for access for the public, schools and other interest groups.
- 12. This PUD CUP approval is contingent upon the approval of the Design Review/Waterways Design Review application.

13. This PUD CUP shall be valid for a period of two (2) years from the date of approval of Findings of Fact, Conclusions of Law and Decision by the City Council. An application for building permit shall be submitted within 2 years, unless extended by the City Council upon written request by the applicant.
14. The setback for the southernmost penthouse condominium unit adjacent to Leadville Avenue shall be increased to ten feet (10') either by reducing overhangs or other means.
15. Prior to issuance of any building permits, a plan shall be brought back to the City Council showing a third lane (through lane) instead of a dedicated right turn lane on Highway 75/Main Street, including consultation with the Idaho Transportation Department.
16. A PUD - Conditional Use Permit shall be issued in writing. The issuance thereof shall not be considered a binding precedent for the issuance of other conditional use permits. A conditional use permit is not transferable from one parcel of land to another.
17. Failure to comply with any condition or term of said permit shall cause said permit to be void ab initio. A PUD - Conditional Use Permit may be revoked at any time for violation of the permit or any condition thereof by motion of the City Council after a due process hearing upon ten (10) days written notice to the holder of the PUD - Conditional Use Permit.
18. All projects receiving a PUD - Conditional Use Permit, as a condition of said permit, shall be required to submit and receive design review approval for each structure to be constructed within the project prior to making application for a building permit irrespective of what zoning district or districts within which the project is located.

Findings of Fact **adopted** this 6th day of October, 2008.

  
\_\_\_\_\_  
Randy Hall, Mayor



City of Ketchum

# Exhibit B: Condominium Rental Program



## APPELLATION

November 4, 2022

Morgan Landers  
Senior Planner  
City of Ketchum  
Department of Planning and Building  
P. O. Box 2315  
Ketchum, ID 83340

Dear Morgan:

Good afternoon. Jack Bariteau, Managing Member of Harriman Ketchum Hotel, LLC, (“HKHLLC”) and Andy Blank and his family, as principal investor and majority owner of HKHLLC, have requested our assistance in corresponding with the city to describe our vision for managing, operating and marketing The Harriman Hotel and Residences under the Appellation Hotels banner.

This communication is intended to clearly outline how the proposed residential condominium rental program at the Appellation Sun Valley will be promoted and managed to maximize its presence and high quality of physical improvements to the local community while generating benefits derived from rental of the hotel’s guest accommodations and inspired food and beverage offerings to various key stakeholders including:

- The Residence Owner
- The Hotel Operator – Appellation Hotels
- The Hotel Ownership – Harriman Ketchum Hotel, LLC
- The City of Ketchum and other Ketchum businesses

Appellation is very familiar with this type of product offering/program, having been involved with other projects in the past that provide a similar rental income opportunity to participating hotel residential owners that can increase the overall operating performance and long-term success of the hotel.

### **The Appellation Sun Valley Residential Rental Program**

The residential rental program will function as follows:

1. **Participation:** All residential owners will have the opportunity to voluntarily participate in the rental program – this is an opt-in, voluntary program for the Owner.



## APPELLATION

2. **Operator:** The program will be managed by the operator – Appellation Hotels – providing a more residential-like accommodation that includes access to all hotel amenities, services, and benefits to the guests that elect under our marketing program to choose to rent these residences.
3. **Sales and Marketing:** Each Participating Owner’s residence regardless of its size and bedroom count will be promoted in parallel and equally to all other guestrooms and suites that make up the 73 hotel guest rooms (and 6 lock-off rooms that may be a part of the participating unit either in whole or in part, as made available by the Participating Owner and through Appellation Hotel’s management and overall hotel guest room and suite rental program. The availability and offering of private participating residences in hotels with full-service offerings are a robust part of the hotel industry, particularly in mountain resort markets. The rental rates for residences can and more often do exceed the rental rates of single guest rooms and are highly sought after by families who wish and prefer to travel and entertain in a residence environment with full kitchen, dining and living space while having accessibility to use hotel services and amenities. Participation in the hotel rental program will be encouraged, but cannot be required by hotel ownership, in its sales and marketing of the for-sale residences. Comparable mountain resort hotels with similar residences have historically seen high levels of participation in hotel rental programs on a voluntary basis and we expect similar participation in the Ketchum property.
4. **Maintenance:** The participating residential inventory will be managed by Appellation including responsibility for promoting and renting the residences, maintaining the overall hotel building and residences (when renting units on a daily or longer basis) and ensuring that they are maintained at the highest lodging standard. A Homeowner’s Association will be formally established by hotel ownership to have overall control of the entire building and exterior, structural and all common areas of the Project servicing the hotel and all privately owned condominium residences. A Preliminary Plat and draft CC&R’s will be prepared for City Review and approval usually once the final building plans are prepared for submittal for building permit. Rules and Regulations will also set for the operation of the hotel under Appellation ‘s hotel management agreement. Voting control of the HOA will rest with the hotel ownership and Appellation in order that the hotel can be maintained, refreshed and upgraded over time as needed.
5. **Turnkey Solution:** Beyond the obvious financial benefits to the residential owner who will receive a pro-rata share of the net monthly rental income, the rental program for participating owners provides a one stop, turnkey solution to the participating owner through Appellation’s marketing, promoting, renting (including vetting and all communications with the renter) and all or any questions that may arise with the renter during its occupancy period. In addition, the buyer profile of hotel condominium residences may not often be a full-time resident and values the net rental income the Owner receives as an extremely attractive offering and benefit of ownership as this rental participation will more often than not offset standard carrying costs of their residence



## APPELLATION

including real estate taxes individually assessed against their condominium ownership, separately metered utilities, homeowner association dues and other normal costs of such ownership type.

6. **Financial Mechanics:** The financial mechanics of the revenue share are intended to be, as previously outlined in the communication to Suzanne Frick from Andy Blank on behalf of the hotel ownership, structured whereby the revenue associated with the specific participating rental unit at the end of the month, would be shared 50-50 between participating residence owner and the hotel operator, after normal operating deductions such as maintenance, housekeeping, credit card fees, reservations expenses, etc. are deducted. This formula is very common and standard in the hospitality business. Participation in the hotel rental program will be bound by contractual agreement between the residence owner and Appellation and no outside third-party management agency or marketing entity will be permitted.
7. **Enhanced Offering:** For Appellation as the hotel operator, an active residential rental program allows the hotel to attract a broader base of customers who quite often are looking for a larger more residential offering – a steadily growing segment we see in the upper upscale and luxury side of the hotel business. There is a growing trend for more and more family travel, multi-generational travel, customers who seek a more residential offering but with all the amenities of a hotel, and couples traveling together or who wish to easily entertain through use of the hotel’s multifaceted food and beverage program. Additionally, more and more hotels being built today in resort destinations such as Ketchum have realized the importance of this hotel residential offering as a key part of attracting travelers that otherwise would be unaccommodated in the destination, thus diverting to other mountain resort destinations that readily offer this type of accommodation.

Appellation Hotels, based on historical experience, fully expects to see a highly attractive and active residential rental program in the downtown Ketchum location. We view this as a win-win for all stakeholders including the residential unit owner, the hotel owner, the hotel operator, and the City of Ketchum. In addition to the incremental and new Local Option Tax generated from hotel rooms and participating residences in the hotel program, Local Options Tax will be generated from the sale of alcoholic beverages from the hotel’s dining room and bar and ancillary areas such as the pool terrace and room service. Hotels located in a walkable downtown area such as Ketchum, have been shown to also generate additional incremental dollars spent by hotel guests and hotel residence owners at easily accessible retail and food service businesses. Very importantly, this allows Appellation to capture a broader swath of hotel guests, food and beverage customers and special event planners, who are looking to come to Ketchum, that otherwise would be unaccommodated.



## APPELLATION

Please feel free to let us know if you need additional information beyond what has been outlined above. We look forward, along with an exceptional hotel ownership group of which we are also an investor, to bringing our unique, community focused Appellation Hotels management experience and style to life by late 2024 to early 2025. Appellation Hotels looks forward to becoming an integral, vibrant, community oriented, inclusive member of your community.

Sincerely,

*Christopher B Hunsberger*

**Christopher B. Hunsberger**  
Chief Operating Officer and Co-Founder  
Appellation Hotels

CC: Matthew Johnson, City Attorney  
Edward Lawson  
Justin Jones  
Andy Blank  
Jack Bariteau





City of Ketchum

# Exhibit C: 2023 Employee Housing Plan

March 21, 2023

Jack Bariteau  
Managing Member  
Harriman Ketchum Hotel, LLC  
P. O. Box 84  
Sun Valley, Idaho 83353

Morgan Landers, AICP  
Director of Planning and Building  
City of Ketchum  
P. O. Box 2315  
191 5<sup>th</sup> Street West  
Ketchum, Idaho 8340

### **APPELLATION SUN VALLEY – EMPLOYEE HOUSING UPDATE**

Dear Morgan: Per your email request dated March 20, 2023, I am pleased to provide you with an our Updated Employee Housing Plan for the Appellation Sun Valley hotel and residences project. This Update uses the same format that was provided to Micah Austin, Director of Planning and Building, in my letter to Micah date March 29, 2016 as follows:

The Applicant shall provide a detailed Employee Housing Plan, which provides for housing for 18 employees on a site acceptable to the Ketchum City Council, and within Ketchum City Limits

Our approach to meeting the 18 employee bed requirement has followed the original path our ownership set out to provide by building individual employee housing apartments versus dormitory like living. The goal was also to build these units within walking distance of the hotel site and within downtown Ketchum. The result is the construction and now near completion of 12 employee apartments in the First & Fourth mixed use building located at 100 Fourth Street West in downtown Ketchum. 8 of the 12 apartments as designed and now nearing completion have two sleeping areas to accommodate at a minimum 2 hotel employees within these 8 apartments. Based on our assumptions that the 8 apartments identified on Exhibit “A” sent as a separate Word document, we will be able to provide 20 hotel employee beds for the hotel. These apartments are identified on the first and second floor plan for the building and are now numbered as 110, 112, 113, 115, 210, 212, 213 and 215.

We have successfully designed apartments that will be attractive and fully equipped with full galley type kitchens unlike any other available employee or workforce apartments in the downtown. Our projected employee count has been narrowed down to 70 employees both full time and seasonal and is reflected in the TRI Project Salary Schedule dated July 20, 2022. In discussions with Christopher Hunsberger, COO of Appellation Hotels, the project’s hotel management company and operator, and Stuart Campbell, our development team consultant with oversight of projected hotel operations, pre-sales and marketing of the hotel, both have

concluded that projecting future salaries and wages at this juncture in time will be extremely difficult to predict given the effects of the pandemic on the hotel industry that still are settling out. Slight adjustments can be made in certain higher salaried employment categories but otherwise we will have to wait to make more accurate salary levels until the hotel approaches the last 25% of construction. Mr. Campbell is an excellent source of information on hotel employee housing having opened The Lodge at Blue Sky in 2018 in Wanship, Utah, that is located approximately 18.5 miles from downtown Park City. Employee housing in this location is principally found in smaller homes purchased by the Lodge's ownership and then made available on a room by room basis in a shared living arrangement. But these types of homes are in limited supply and ownership of these homes and employee placement is handled by the Lodge's hotel management company, Auberge Resorts and Hotels on a case by case basis with Mr. Campbell and the principal majority owner being paid by Auberge for the rentals against the cost of acquiring and maintaining these homes. Our ownership, therefore, will most likely assign the placement of Appellation employees to Appellation Hotels Human Resources Manager. The goal would be to still offer these 12 apartments to hotel employees across the spectrum of full time mid and lower tier salary levels with priority given as well to key management personnel in the hotel's various operating departments.

a) Provide salary/hourly wages for various income categories of employees

As noted above the hotel will be managed and operated by Appellation Hotels under a Hotel Management Agreement that is in place. 70 employees are projected to operate the hotel and the TRI Project salary Schedule dated July 30, 2022 remains as the basis for employee positions in this table at this time. Ownership and Appellation will update this information as we approach the recruitment and hiring timeline that as cited above will most likely occur as the project nears 75% construction completion.

b) The expected number of each level of employee that is intended to be served by the employee housing units.

The job descriptions and salaries on the TRI Project Salary Schedule dated July 30, 2022 range significantly between upper senior department management and the lowest entry or service position. It is extremely difficult to aggregate which levels of employment will be the most in application or use of the 12 apartments. In a much changed hospitality world due to the pandemic, recruitment of the best and most suitable employees for the hotel will be based on a number of factors including the availability of employee housing to fit the hotel positions deemed to be crucial to the hotel's operational success and long term financial health. Our ownership is focused on those employee positions that will have the lowest level of turnover and will make hiring decisions on multiple factors that will dictate the assignment of hotel employees to the 12 apartments.

c) Which employee category will be served by which type/size of units.

Waypoint Pearl, LLC, the developer and owner of the First & Fourth mixed use building, opted to design the most efficient employee apartments with the right sizing and amenities and view. The property size and dimensions dictated to a great degree that the apartments follow a particular linear rhythm and Pivot Architecture, the Project Architect, has created individual apartments that made the bulk of the apartments one bedroom units with 8 of the 12 apartments having an extra sleeping area which cannot be designated as a separate bedroom due to the lack of building code required "light and Air" to have a bedroom designation. We have succeeded in building the 12 apartments in a range of sizes dictated by focusing these units with western views on the first and second floors of the building that are elevated above the underground garage. Again, it is difficult to determine at this point in time which employee category will be served by each apartment's size and design layout.

d) Provide information on anticipated rental rates or subsidized and/or free rent to employees; will utilities and homeowners dues (if any) be included in proposed rates.

Rental rates for the apartments are under discussion with Appellation from the perspective of their taking on the management and placement of the employee hotels in the apartments under the master lease program. There are a variety of options under discussion that include establishing rental rates based on employee income levels when established and hiring is taking place; inclusion of being housed in the apartments as part of the employee's salary and partial subsidy of rental rates based on salary and position. The master lease between Waypoint Pearl, LLC, as owner of the apartments and Appellation or the hotel ownership will be most likely Appellation being the Master Lessee and paying to Waypoint Pearl, LLC, a fixed monthly rental to coincide, with the requirements for return on investment for the apartments being produced by Waypoint Pearl, LLC.

e) Establishment of maximum occupancy per unit type (i.e. 1 person per bedroom unit; 2 persons per 2 bedroom units)

The makeup of the 12 apartments provides for single occupancy in all 12 apartments while deed restricted and to meet the 18 employee bed requirement for the hotel 8 of the 12 apartments have one defined bedroom and an additional sleeping area that are separated by the bathroom for the unit. The 12 apartments can also accommodate a couple, married or unmarried, and one child or other apartment dweller in the additional sleeping area within the 8 units that are designed and now built. There are no two-bedroom units or larger in the 12 employee apartment mix.

f) Location of units to be within Ketchum City Limits.

This requirement has been met with the construction of First & Fourth. All 12 apartments are located within this mixed-use building.

- g) Provide a matrix on breakdowns of the different types of units (1 BD; square footage; total of units; anticipated rent, etc.)

The employee apartment unit mix has changed from the March 29, 2016 Employee Housing Plan submitted to Micah Austin. There are now 12 apartment units that are all one bedroom as designated by building code of which 8 have an additional sleeping area to accommodate shared occupancy.

- h) Create a priority for occupancy program of these units; (i.e. first availability employees that are full time; secondly to seasonal employees, and third to persons that are verified to be working in the City of Ketchum.

All apartment units are needed for full time employees of the hotel. Priority on how the apartments will be assigned is dependent on the hiring process and will be determined by Appellation as it begins to recruit and fill all hotel positions. Only full-time employees will be permitted to occupy the employee apartments.

i) What units will available and how will the pool of units available be determined  
All 12 apartments will be available well in advance of the hotel's opening. Per the building now constructed, the 12 apartments are located on the first and second floors of the building.

- j) What minimum standards will be used to determine employee eligibility to live in the employee housing; is full time status required for employees to qualify for the employee housing and what constitutes full time status.

The minimum standard for employee eligibility will execution of a full time contract for at least one calendar year or twelve (12) months with full time work being defined as a 40 work week, five days a week or a flexible schedule for longer hours and fewer days as to be determined by Appellation Hotel management.

- k) How will overflow of units by employees be handled; will there be a priority system.

We will not be able to provide for overflow employee housing beyond the 18 employee bed requirement. Appellation and our ownership will continue to pursue other employee housing options in the Wood River Valley as other development opportunities come forward.

- i) Provide information on housing families (with children) and/or married couples.

We can provide for married or unmarried couples with one child in 8 of the 12 apartments as now built.

The proposed Employee Housing shall meet minimum size thresholds and income categories established by the BCHA. The following information will be provided to the City:

- Wage/Salary Range and a breakdown of by number of employees within the aforementioned classifications: See attached TRI Employee Project Salary Schedule dated July 30, 2022
- Information on type of housing provided per employee classification: There are 12 employee apartments ranging in size from 646 square feet to 809 square feet and no distinction is made for employees being classified to a unit based on size. Multiple factors will come into play in determining the assignment of employees to each apartment including whether a single occupant, a shared employee situation or a couple, married or unmarried, and with a child.
- Cost incurred in rent (and utilities) and transportation/parking by employees: To be determined under the master lease provisions and by Appellation management. There will be underground parking for some but not all of the employee housing apartments and transportation to and from the hotel will be by walking, biking or public transportation as the hotel site is within five blocks of the First & Fourth building and the 12 apartments.
- Details on anticipated lease terms/rental agreements for employees house on-site: There are no hotel employees that will be housed on the Appellation Sun Valley project site. All 12 apartments are located in the First & Fourth building.
- Anticipated transport and parking scenarios for both on-site and commuting employees: No on-site parking will be available at the Appellation Sun Valley Hotel project upon completion. The valet managed parking system to be utilized at the hotel may, however, allow for employee parking from time to time dependent on season and hotel occupancy.

Morgan, I trust this Updated Employee Housing Plan provides you with the necessary information you require for the City Council packet of information for the public hearing on March 27<sup>th</sup>. Please use the TRI Project Salary Schedule dated July 30, 2022 as the attachment for this update. Please let me know if you have any questions at your earliest convenience. We have taken the Exhibit "A" used for the Second Amendment and only shown the 12 employee apartments and their correct unit numbers as now determined and formalized by Seth Martin of the Ketchum Fire Department.

Sincerely,

Harriman Ketchum Hotel, LLC

Jack Bariteau  
Its Managing Member

CC: Andy Blank, Justin Jones, Ed Lawson



64	Spa Therapist	\$32,000.00	3	1														4
65	Estatecian	\$32,000.00	1															1
66	Director of Sales & Marketing	\$140,000.00	1															1
67	Catering/ CS Manager	\$80,000.00	1															1
68	PBX Operator	\$32,000.00	1															1
69	Chief Engineer	\$95,000.00	1															1
70	Shift Engineer	\$50,000.00	3	1														4
<b>Total New Jobs created</b>			<b>93</b>	<b>15</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>108</b>



**Instructions**

1. Enter the job title for each new job to be created under the project in column C. Insert new rows as necessary.
2. Enter the annual wage, without benefits, for each new job to be created under the project in column D.
3. Enter the number of new jobs projected to be created in each year of the project in columns E through S.
4. Upload the EXCEL sheet to the space indicated on the application.

*\*Note - The term of the TRI is often tied to the years over which new jobs are created. (15 year maximum term)*

IDOC TRI Template 09/04/2014

**Notes:**

- 1 Current minimum wage is 7.25 moves to \$15.00 / hour as of July 2023
- 2 Current survey ( as of July 2022) for most line hospitality positions is \$20-25 / hour
- 3 Idaho Tip Credit state \$3.90 as of July 2022



EXHIBIT "A"

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT #20427

**On-Site Employee Housing Units**

<u>Apartment No.</u>	<u>Square Feet</u>	<u>Rental Category</u>
115	780	5
114	646	4
113	754	5
112	754	4
111	647	4
110	809	4
215	780	5
214	646	4
213	754	5
212	754	4
211	647	4
210	809	4



### NOTES - REFERENCE NOTES

1.09 COORDINATE WITH LANDSCAPE DRAWINGS



PIVOT NORTH ARCHITECTURE, PLLC.  
1101 W. GROVE STREET  
BOISE, ID 83702  
www.pivorthdesign.com



### GENERAL NOTES - FLOOR PLANS

- UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE TO THE FACE OF STUDS FOR GWB WALLS / PARTITIONS.
- UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE TO FACE OF FINISHED MASONRY FOR CMU.
- UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE TO FACE OF FINISHED CONCRETE FOR CONCRETE WALLS.
- FOR FLOOR FINISHES RE: ROOM FINISH SCHEDULE, SHEETS A8.00 AND FINISH PLANS, SHEETS A8.01 - A8.03.
- FOR UNIT FINISHES RE: UNIT PLAN SHEETS A5.02 - A5.15.
- RE: UNIT PLAN SHEETS A5.02 - A5.15 FOR ADDITIONAL UNIT INFORMATION.
- UNLESS NOTED OTHERWISE ALL GWB WALLS SHALL HAVE A 4" STUD FRAME RETURN AT ALL DOOR AND WINDOW JAMS.
- RE: SHEETS G2.00 - G2.03 FOR BUILDING OCCUPANCY PLANS AND FIRE RESISTIVE CONSTRUCTION REQUIREMENTS.
- SEE ENLARGED PLANS FOR ADDITIONAL WALL TYPES.
- FOR GLAZING RECEIVING WINDOW TREATMENTS, COORDINATE WITH SPECIFICATION SECTION DIVISION 12 - ROLLER SHADES.
- FOR WALLS NOT DESIGNATED WITH A WALL TYPE, COORDINATE WITH STRUCTURAL DRAWINGS & WALL SECTIONS.
- WINDOW DIMENSIONS SHOWN ARE TO CENTER OF OPENING/WINDOW. COORDINATE OPENING DIMENSIONS AND WINDOW SIZES WITH WINDOW TYPES SHEET A7.11 - A7.15.
- HANDRAIL SHALL RETURN TO A WALL, GAIRD, WALKING SURFACE OR SHALL BE CONTINUOUS TO THE HANDRAIL OF AN ADJACENT FLIGHT OR RAMP RUN PER IBC 1014.6.
- CONTRACTOR SHALL INSTALL FURNISH, SHIMS, AND ADDITIONAL LAYERS OF GYPSUM WALL BOARD AS NECESSARY TO ACHIEVE FLUSH FINISH WHERE SURFACES OF ADJACENT WALL OF SHAFT ASSEMBLIES ARE NOT, BUT ARE INTENDED TO BE ALIGNED.
- FOR BATHROOM ACCESSORIES, COORDINATE WITH SPECIFICATIONS DIVISION 10 - SPECIALTIES.
- FOR APPLIANCES, COORDINATE WITH SPECIFICATIONS DIVISION 11 - EQUIPMENT.
- RE: SHEET G0.03a FOR ACCESSIBILITY NOTES FOR TYPE A (ADA COMPLIANT) UNITS.
- RE: SHEET G0.03b FOR ACCESSIBILITY NOTES FOR TYPE B (ADAPTABLE) UNITS.
- CONTRACTOR TO PROVIDE BLOCKING AT LOCATIONS OF BATHROOM ACCESSORIES.

### LEGEND - FLOOR PLANS

- DOOR TAG, RE: DOOR SCHEDULE, SHEET A7.01
- WALL TAG, RE: SHEETS G0.04, G0.05 & G0.06
- WINDOW TAG, RE: FRAME TYPE SHEETS, SHEETS A7.11 - A7.15
- FIRE EXTINGUISHER CABINET, RE: DIVISION 10 - SPECIALTIES 10 AND SHEET G0.03a
- FLOOR DRAIN, COORDINATE WITH PLUMBING DRAWINGS.
- STEEL STUD WALL AND GYPSUM WALL BOARD WALL, RE: WALL TYPES.
- WOOD STUD WALL AND GYPSUM WALL BOARD WALL, RE: WALL TYPES.
- CONCRETE MASONRY UNIT (CMU) WALL, RE: WALL SECTIONS, WALL TYPES, EXTERIOR & INTERIOR ELEVATIONS, COORDINATE WITH STRUCTURAL DRAWINGS.
- CONCRETE WALL, RE: WALL SECTIONS, WALL TYPES, EXTERIOR & INTERIOR ELEVATIONS, COORDINATE WITH STRUCTURAL DRAWINGS.
- MAINTAIN MINIMUM 8" CLEAR ABOVE FINISH FLOOR FOR VAN ACCESSIBLE PARKING.

Project:  
**1ST & 4TH**  
391 1ST AVE N KETCHUM, ID 83340

Revisions:

1	REVISION 1	12/03/20
5	ASI 01	05/28/21
7	ASI 02	11/19/2021

Project No: 18-014  
Date: 09/11/2020  
Checked By: JK  
Drawn By: IM

### LEVEL 1 - COMPOSITE FLOOR PLAN

Sheet No:  
**A2.01**

A  
B  
C  
D  
E

1

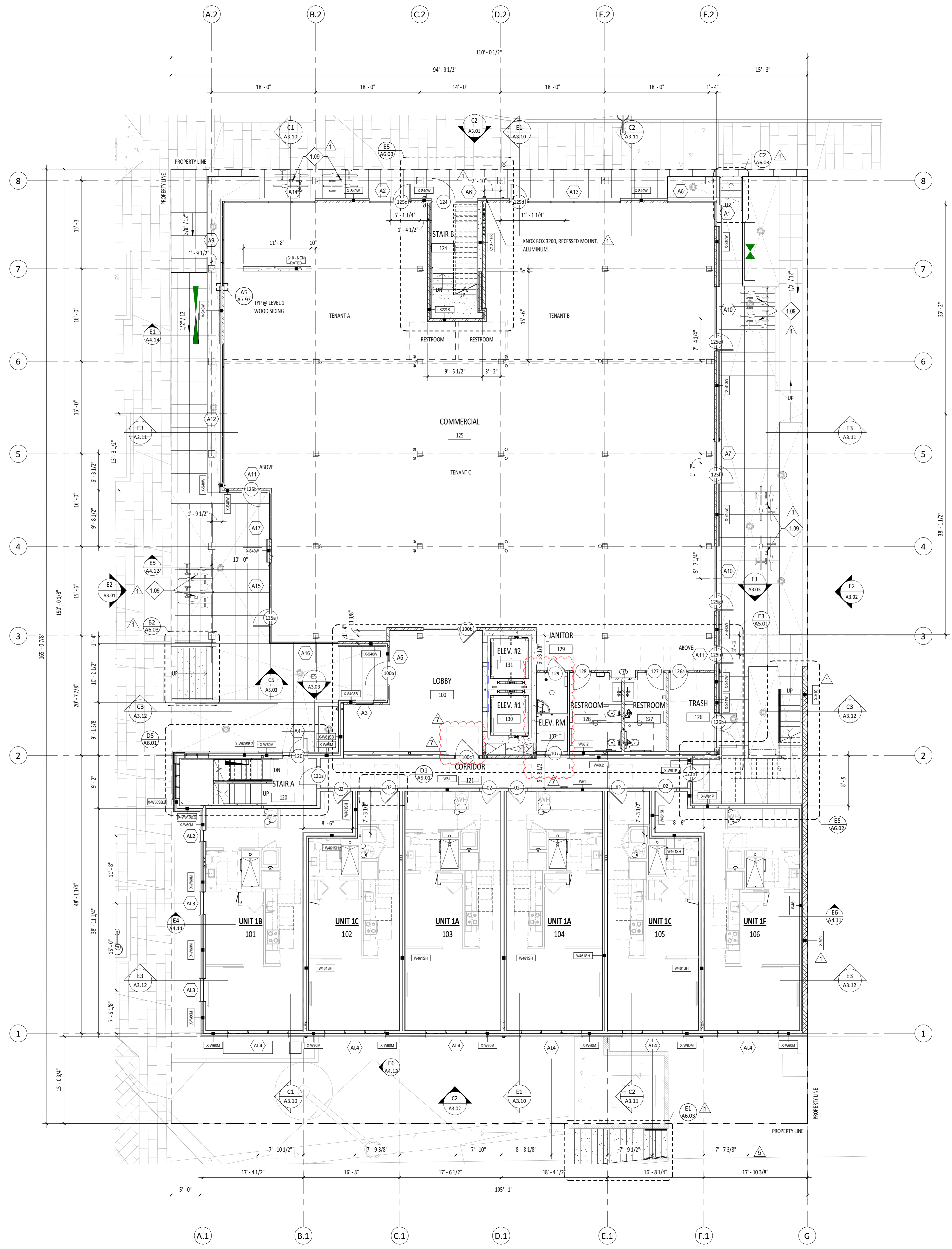
2

3

4

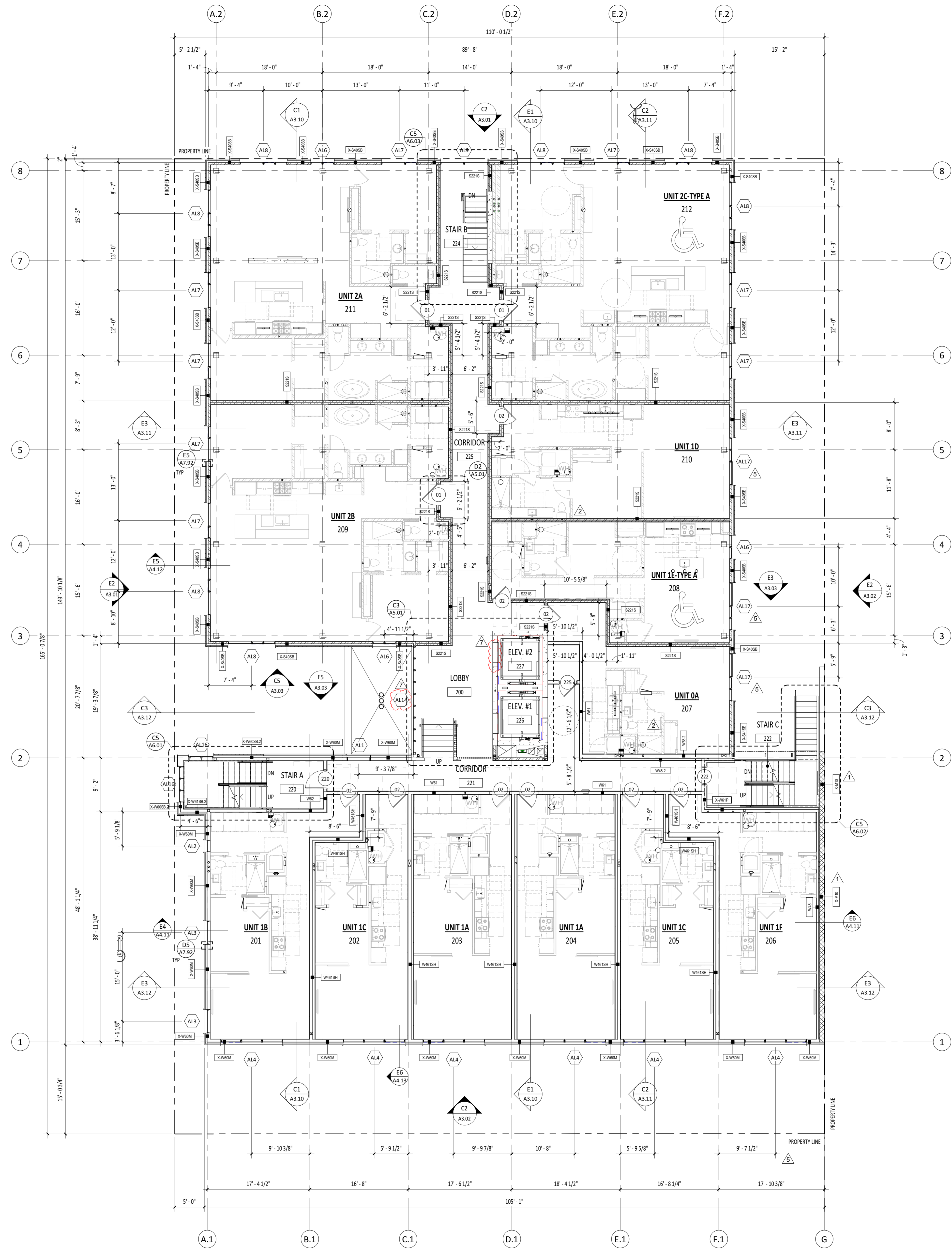
5

6



**E3** LEVEL 1-COMPOSITE FLOOR PLAN  
**A2.01** 1/8" = 1'-0"

AGENCY REVIEW SET (09/11/2020)



**E3** LEVEL 2-COMPOSITE FLOOR PLAN  
**A2.02** 1/8" = 1'-0"

NOTES - REFERENCE NOTES

GENERAL NOTES - FLOOR PLANS

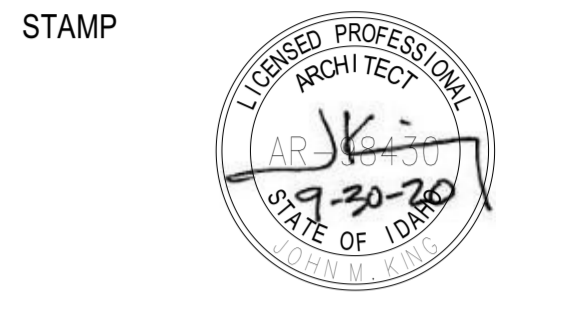
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- WOOD STUD WALL AND GYPSUM WALL BOARD WALL, RE: WALL TYPES.
- CONCRETE MASONRY UNIT (CMU) WALL, RE: WALL SECTIONS, WALL TYPES, EXTERIOR & INTERIOR ELEVATIONS, COORDINATE WITH STRUCTURAL DRAWINGS.
- CONCRETE WALL, RE: WALL SECTIONS, WALL TYPES, EXTERIOR & INTERIOR ELEVATIONS, COORDINATE WITH STRUCTURAL DRAWINGS.
- MAINTAIN MINIMUM 8" CLEAR ABOVE FINISH FLOOR FOR VAN ACCESSIBLE PARKING.



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Revisions:

1	REVISION 1	12/03/20
2	REVISION 2	01/15/21
5	ASI 01	05/28/21
7	ASI 02	11/19/2021

Project No: 18-014  
 Date: 09/11/2020  
 Checked By: JK  
 Drawn By: IM

LEVEL 2 - COMPOSITE FLOOR PLAN

Agency Review Set (09/11/2020)

Sheet No: **A2.02**