



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: November 13, 2023 Staff Member/Dept: Abby Rivin, AICP, Senior Planner - Planning and Building Department

Agenda Item: Recommendation to approve Task Order No. 2 with Clarion Associates for Phase 2 of the Comprehensive Plan & Code Update project.

Recommended Motion:

"I move to approve Task Order No. 2 with Clarion Associates."

Reasons for Recommendation:

- Task Order No. 2 would authorize Clarion Associates to provide the professional services to execute the scope of work for Phase 2 of the Cohesive Ketchum: Comprehensive Plan & Code Update project. Clarion Associates will be providing these services under Professional Services Agreement 23128 dated August 7, 2023.
The City Council reviewed the Phase 2 scope of work, schedule, and budget during their regular meeting on November 6, 2023. The City Council indicated to staff a preference for option A, which was the cost proposal outlined in the Phase 2 scope of work.
Task Order No. 2 is for a not to exceed amount of \$311,730 and is consistent with the amount presented to the City Council on November 6, 2023.

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

Sustainability Impact:

The Comprehensive Plan update process provides an opportunity to clarify the City's sustainability and community resilience- priorities and take steps to mitigate risk. Updates to the Comprehensive Plan will build from the City's ongoing involvement as part of the Blaine County Regional Sustainability and Climate Program (5B Can) with an emphasis on strategies that Ketchum can advance through its land use regulations and day-to-day operations.

Financial Impact:

Table with 2 columns: Financial Impact (None OR Adequate funds exist in account) and Description (The adopted FY2024 budget includes a \$150,000 one-time General Fund Expenditure to fund the project. If the city is awarded the HUD PRO Housing Grant, the grant will cover all project costs except for the \$150,000 budgeted by Council for this fiscal year. If the city is not awarded the grant, the city will allocate an additional \$113,400 in one-time funds in FY24, with remaining project costs in future years.)

Attachments:

- 1. Task Order No. 2
2. Professional Services Agreement 23128

Task Order No. 2 (November 13, 2023)

Phase 2: Scope of Work

Background

In August 2023, the City initiated a targeted update of the Comprehensive Plan and a rewrite of the City's Land Use Regulations (Code). This process includes three phases of work that are anticipated to take approximately two and a half years to complete. Based on input received during Phase 1, this scope of work is organized into two parts:

- Part 1: Targeted Comprehensive Plan Update
- Part 2: Code Update (Initial Tasks)

Opportunities for community and stakeholder input will be provided throughout Phase 2. Although some key meetings are identified at the task level as part of this scope of work, more general tasks for community and stakeholder engagement are also included to align with major project milestones. Each of these tasks represents a major "round" of community and stakeholder engagement that will include numerous meetings and opportunities for input. The specifics of each of these rounds of engagement and other aspects of the approach are provided in the accompanying Public Engagement Plan.

We anticipate a 16-month timeline for completion of Phase 2, assuming a mid-November contract initiation. Work on both parts of Phase 2 will progress concurrently, as illustrated on the project timeline.

OVERARCHING THEMES

Six overarching themes emerged from initial stakeholder meetings during Phase 1:

- Align the updated plan with recent plans and studies
- Clarify Future Land Use Plan (map and categories) and align with the Code
- Clarify sustainability and resilience priorities
- Expand focus on historic preservation
- Strengthen regional partnerships
- Clarify roles and responsibilities

A discussion of each theme is provided in the accompanying Comprehensive Plan Audit (Plan Audit).

Project Milestones

A summary of major dates and deliverables for the Comprehensive Plan update and Code Update (Initial Tasks) is provided below. Additional details are provided in the accompanying Public Engagement Plan.

Phase 2	2023		2024												2025			
	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr
Part 1: Targeted Comprehensive Plan Update																		
1.1 REVIEW AND UPDATE PLAN FOUNDATIONS																		
1.1.A. Initial Community Survey					✦													
1.1.B - Initial Outreach Campaign																		
1.1.C. Routine Technical Updates/Supplemental Analysis		●	✓	✓	●													
1.1.D. Updates to Community Vision and Core Values				✓														
1.1.E. Community and Stakeholder Engagement (Round 1)							✦	✦										
1.2 FUTURE LAND USE PLAN/KEY POLICY CHOICES																		
1.2.A. Key Policy Choices (Framing)							✓	●										
1.2.B. Draft: Future Land Use Plan							✓											
1.2.C. Community and Stakeholder Engagement (Round 2)									✦	✦								
1.3 DRAFT COMPREHENSIVE PLAN AND ADOPTION																		
1.3.A. Staff Draft: Updated Comprehensive Plan										✓								
1.3.B. Public Draft: Updated Comprehensive Plan											●							
1.3.C. Community and Stakeholder Engagement (Round 3)												✦	✦					
1.3.D. Adoption Draft: Updated Comprehensive Plan													✓					
1.3.E. Adoption Hearings: Updated Comprehensive Plan														✓		✦	✦	
Part 2: Code Update (Initial Tasks)																		
2.1 USABILITY AND PROCEDURAL UPDATES																		
2.1.A. User Survey (Usability and Procedural Updates)		●																
2.1.B. Consolidated and Reorganized Code: Staff Draft						✓												
2.1.C. Consolidated and Reorganized Code: CAG/TAG Draft							●											
2.1.D. Updated Procedures: Staff Draft								✓										
2.1.E. Updated Procedures: CAG/TAG Draft									✓	●								
2.1.F. Community and Stakeholder Engagement (Usability and Procedural Updates)												✦	✦					
2.1.G. Adoption Draft: Consolidated and Reorganized Code + Updated Procedures												✓	●					
2.1.H. Adoption Hearings: Consolidated and Reorganized Code + Updated Procedures														✓		✦	✦	
2.2 CODE ASSESSMENT/PHASE 3 SCOPING																		
2.2.A. Staff Draft: Code Assessment Memo									✓									
2.2.B. Public Draft: Code Assessment Memo											●	✦	✦					
2.2.C. Phase 3 Scoping														✓		✦		

Opportunities for Input	
✓	Staff Review
✦	Stakeholder Meetings/Community Outreach
●	Citizen Advisory Committee Meeting (CAC)
●	Code Committee Meetings (CAG and TAG)
✦	Joint Meeting (City Council/Planning Commission)
✦	Adoption Hearings (Separate)

PART 1. TARGETED COMPREHENSIVE PLAN UPDATE

This Comprehensive Plan update will be targeted in scope and not a “start-from-scratch” effort. As a result, the overall timeline is shorter with fewer, but more in-depth, engagement opportunities. While the entire Comprehensive Plan will be reviewed and updated to some extent to reflect current conditions, improve usability, and address gaps, this update will focus specifically on challenges and opportunities related to land use, housing, multimodal transportation, historic preservation, sustainability, and community character. Tasks are organized into three groups:

- Review and Update Plan Foundations
- Future Land Use Plan and Key Policy Choices
- Draft Plan and Adoption

Part 1 of this scope of work supports the completion of the section-by-section recommendations provided in the accompanying Plan Audit. Many of these tasks will occur on a parallel track.

1.1. Review and Update Plan Foundations

Objectives

- Conduct initial community outreach/education
- Validate/refine community vision and core values
- Update background data and trends to help inform the plan update

1.1.A. INITIAL COMMUNITY SURVEY

A statistically valid community survey will be used to gauge community sentiment around the overall quality of life and City services provided in Ketchum, as well as seek input on the level of support for the ten core community values that were included in the 2014 Comprehensive Plan. This will be a staff-led effort (using an outside contractor) with support from the project team on the framing of customized questions.

1.1.B. INITIAL OUTREACH CAMPAIGN

City staff will conduct an initial outreach campaign while the initial community survey is underway. The campaign will function as an opportunity to educate the public, regional partners, and other stakeholders about the Comprehensive Plan update and Code update process, why the process is important to Ketchum and the region, and the types of opportunities for public engagement that will be used throughout the project. The project team will provide support on presentation materials and other marketing collateral.

1.1.C. ROUTINE TECHNICAL UPDATES/SUPPLEMENTAL ANALYSIS

The project team will work with City staff to complete routine technical updates and supplemental analysis necessary to inform the Comprehensive Plan update process. This task will include three components:

- **Review, update, and reorganize the Community Profile and Chapters 2-11.** Existing data, maps, and narrative will be updated to align the updated Comprehensive Plan with recent plans and studies, and incorporate the best available data. Opportunities to relocate key information (e.g.,

descriptions of related plans and studies and associated goals) to Chapters 2-11 will also be considered to make it more visible and accessible, to provide context for goals and policies, and to generally make the updated Comprehensive Plan more user-friendly. Updates will be guided by the section-by-section recommendations included in the Plan Audit that was prepared as part of Phase 1. The most substantial updates are anticipated to clarify current policy direction or address gaps within the 2014 Comprehensive Plan related to housing, community character (density/design), historic preservation, and sustainability/resilience. A working draft of the updated Community Profile and element chapters will continue to be refined in the background as the process progresses and will ultimately be incorporated as part of the updated Comprehensive Plan for review as part of Task 1.3.A. Staff will complete updates to inventory maps.

- **Land Capacity/Areas of Transition Analysis.** A parcel-based analysis of vacant and underutilized land within Ketchum will be conducted to provide a baseline understanding of what the ultimate buildout of the City and Areas of City Impact could be under current zoning regulations (such as density or floor area ratio requirements) and based on the City's infrastructure capacity. The analysis will be conducted in an Excel workbook that City staff can maintain over time. The land capacity analysis will be accompanied by an 'Areas of Transition' map (prepared by the project team) that highlights properties that are anticipated to change (or those that will potentially be under pressure to change) based on current policies and regulations. This map will function as a visual tool to explore growth-related questions:
 - Whether the community is supportive of the level of change that's anticipated in different areas; and
 - If not, what policies and regulations could be considered to help guide change?
- **Land Demand vs. Supply Analysis (Residential and Non-residential).** Building on the land capacity analysis in Task 1.1.D, the land demand versus supply analysis will help quantify future demand for different types of the types of development in Ketchum, based on recent trends and market conditions. This analysis will build upon the work EPS is currently wrapping up to document demand for residential and non-residential development (e.g., by type of housing and category of non-residential development). This analysis will also help contextualize Housing Action Plan recommendations.

Technical updates and supplemental analysis completed as part of this task will be used to set the stage for updates to the Future Land Use Plan (map and land use categories), help frame key policy choices for discussion, and ultimately inform the Code update. Summary slides with high level findings for all three components will be prepared to inform outreach conducted as part of Task 1.1.E. An initial draft will be shared with staff and the Citizen Advisory Committee. Based on input received on this initial draft, materials will be revised and shared as part of meetings and outreach conducted as part of Task 1.1.E.

1.1.D. UPDATES TO COMMUNITY VISION AND CORE VALUES

The project team will prepare proposed revisions to Chapter 1: Community Vision and Core Values based on survey results and input from staff. This task will include:

- A redlined version of Chapter 1;
- Proposed updates to the organizational structure of plan chapters that better align with core community values and current priorities; and
- Presentation slides and a brief handout that summarizes proposed changes to Chapter 1.

An initial draft will be shared with staff and the Citizen Advisory Committee. Based on input received on this initial draft, a summary of proposed changes will be prepared and shared as part of meetings and outreach conducted as part of Task 1.1.E. Input received will be incorporated as part of the draft plan in Task 1.3.A.

1.1.E. COMMUNITY AND STAKEHOLDER ENGAGEMENT (ROUND 1)

The primary intent the first round of community and stakeholder engagement will be to:

- Provide a high-level overview of where Ketchum updated trends information (where we are and where we are headed)
- Share the results of the community survey and how the plan framework is proposed to evolve based on this input.
- Begin to tease out some of the larger questions that will need to be answered as a result of the work that has been done up to this point.

These community and stakeholder meetings will be conducted in person over the course of two or three days and may include community open houses, joint meetings with elected and appointed officials, and regional roundtables. An online engagement opportunity will also be provided following the meetings that may be open for public comment for several weeks.

Deliverables

- Working draft of the updated Community Profile, element chapters, and Community Vision and Core Values
- Land Capacity/Areas of Transition Analysis (Map with supporting narrative and Excel workbook)
- Land Demand vs. Supply Analysis
- Presentation materials, survey questions, and other marketing collateral to support outreach efforts

1.2. Future Land Use Plan/Key Policy Choices

Objectives

- Evaluate key choices and trade-offs associated with land use scenarios for areas of transition
- Define and document preferred growth parameters (e.g. potential changes in density or allowed uses) for the Future Land Use Plan and to help inform the Code update

1.2.A. KEY POLICY CHOICES (FRAMING)

Using the data and information assembled as part of 1.1 tasks, the project team will work with City staff to frame potential trade-offs associated with different policy directions as they relate to the community's vision and goals (e.g., housing, historic preservation, sustainability/resiliency). The policy options provided will include considerations for the City of Ketchum as a whole, as well as for individual districts and neighborhoods or ACIs (e.g., Warm Springs ski base area, Downtown, light industrial area) and will evaluate how different policy choices address residential and non-residential needs and impact future growth capacity and long-term buildout. The suggested policy choices will also explore possible changes to underlying zone districts and new or updated development standards that could be implemented to achieve outcomes that better align with the community's vision and goals. Additional support materials (such as maps, massing models, and infographics) will be used to frame key policy choices for consideration. To the extent feasible, this task will draw from related planning efforts and

Ketchum, ID

lessons learned as part of ongoing discussions on growth-related topics in recent years. Based on input received from City staff and the Citizen Advisory Group, materials will be refined for broader discussion as part of Task 1.2.C.

1.2.B. FUTURE LAND USE PLAN (MAP AND LAND USE CATEGORIES)

In conjunction with Task 1.2.A., the Future Land Use Plan (map and categories) in the 2014 Comprehensive Plan will be restructured and expanded to move away from language that generally documents current conditions and move toward language and imagery that communicates Ketchum’s vision for the future. Land use category updates will focus on providing clarity regarding: desired land use mix, housing types, and density ranges. Defining neighborhood and district characteristics and site planning/design criteria may also be incorporated, based on recommendations for Chapters 4 and 12, as outlined in the Plan Audit. Based on input received from City staff and the Citizen Advisory Group, materials will be refined for broader discussion as part of Task 1.2.C.

Following the second round of community and stakeholder engagement, further updates to the Future Land Use Plan (map and land use categories) will be incorporated to reflect the community’s preferred direction for the City and ACI. Map updates will be completed by City staff in collaboration with the project team.

1.2.C. COMMUNITY AND STAKEHOLDER ENGAGEMENT (ROUND 2)

The focus of the second round of community and stakeholder engagement will be to identify preferred policy directions related to each of the key policy choices posed to the community. This round of engagement will include:

- In-person focus groups, organized around specific topics- or geographies-of-interest, at different locations throughout Ketchum;
- A Regional Roundtable discussion about key policy choices of regional interest (e.g., ACIs, housing); and
- An online input opportunity that mirrors questions asked as part of in-person meetings will also be provided.

At the conclusion of this task, Ketchum staff (with virtual assistance from the project team) will host a joint workshop with elected and appointed officials to present community preferences on key policy choices and seek guidance on any outstanding questions. This update will be used to confirm the overall direction for the draft plan as well as gather input on a preliminary list of near-term priorities for the implementation plan. If necessary, a second workshop will be held.

Deliverables

- Updated Future Land Use Plan (map and categories)
- Slides or display materials to help succinctly frame key policy choices for broader discussion as part of Task 1.2.C.
- Summary of input received as part of Task 1.2.C

1.3. Draft Comprehensive Plan and Adoption

Objectives

- Assemble a complete draft of the updated Comprehensive Plan for public review

- Finalize updated Comprehensive Plan for adoption

1.3.A. STAFF DRAFT: UPDATED COMPREHENSIVE PLAN

Building on tasks and deliverables associated with 1.1. and 1.2, the project team will assemble a staff draft of the updated Comprehensive Plan for review. This draft will include:

- Targeted updates to reflect recommendations contained in the Plan Audit;
- New/updated sections and preferred policy directions that emerged from the analysis and community engagement process;
- An updated Future Land Use Plan; and
- A new action plan to support the implementation of the updated Comprehensive Plan.

The document will be packaged in InDesign and include images, design elements, and features that will make the updated Comprehensive Plan engaging to read and easy to understand.

1.3.B. PUBLIC DRAFT: UPDATED COMPREHENSIVE PLAN

Based on input received from City staff and the Citizen Advisory Group, a public draft of the updated Comprehensive Plan will be prepared for broader review.

1.3.C. COMMUNITY AND STAKEHOLDER ENGAGEMENT (ROUND 3)

The focus of the third round of community and stakeholder engagement will be to introduce and seek input on the draft Comprehensive Plan. A particular emphasis will be placed on preferred policy directions that emerged from the second round of community and stakeholder engagement as well as seeking input on near-term priorities identified as part of the implementation chapter. This round of engagement is anticipated to include:

- A community open house; and
- An online input opportunity.

At the conclusion of this task, Ketchum staff (with virtual assistance from the project team) will host a joint workshop with elected and appointed officials to seek guidance on any outstanding questions or concerns to be addressed for the adoption draft. If necessary, a second workshop will be held.

1.3.D. ADOPTION DRAFT: UPDATED COMPREHENSIVE PLAN

The project team will assemble an adoption draft of the updated Comprehensive Plan that reflects input received as part of the final round of outreach.

1.3.E. ADOPTION HEARINGS

The project team will provide support to City staff in the form of materials, responses to questions and comments, and presentation assistance, during the adoption process for the updated Comprehensive Plan. Key team members will be available to participate (via Zoom) in up to four public workshops and/or hearings on the updated Comprehensive Plan before the Planning Commission and City Council.

Deliverables

- Staff draft, public draft, and adoption drafts of the updated Comprehensive Plan
- Slides or display materials to help support community and stakeholder engagement and adoption hearings
- Summary of input received as part of Task 1.3.C

- Transfer of final documents (in native and PDF format)

PART 2. CODE UPDATE (INITIAL TASKS)

The scope of work for Part 2 is intended to allow the code update to begin and proceed alongside the plan update as a related, but separate, project. This reflects stakeholder feedback emphasizing the importance of the code update and urging that it begin immediately, rather than waiting for completion of the plan.

The initial code update tasks will result in development of a completely reformatted and reorganized set of land use regulations that integrate several separate Ketchum ordinances, primarily zoning and subdivision. These initial tasks also will result in a major update of the administrative procedures portion of the regulations, which deal with processing and decisions on land use applications. This initial set of substantive amendments during Phase 2 will provide a strong foundation for additional targeted amendments that will occur in a later phase and that will involve additional edits to implement the updated plan.

This proposed approach will allow significant initial work on the Code update to proceed generally in the background while the plan process is underway. Based on our experience, we think this approach will allow us to get a strong start on the code process without overwhelming staff, decision-makers, and the public with multiple rounds of piece-meal amendments. Tasks are organized into two groups:

- Usability and Procedural Updates
- Code Assessment/Phase 3 Scoping

2.1. Usability and Procedural Updates

Objectives

- Improve the usability and functionality of the Code (including procedures) while the Comprehensive Plan update is underway.
- Shorten the overall timeline for rewriting the Code.

2.1.A. USER SURVEY (USABILITY AND PROCEDURAL UPDATES)

To jumpstart the Code update, a brief online survey will be used to gather feedback on the procedures and overall usability of the existing code. The survey will be distributed to heavy code users, such as the TAG, planning staff, and other City departments.

2.1.B. STAFF DRAFT: CONSOLIDATED AND REFORMATTED CODE

The feedback from the user survey will help inform Clarion’s approach to consolidating and reformatting the City’s land use regulations. As part of this process, Clarion will provide a memo illustrating different options for reorganizing and restructuring Title 17—Zoning Regulations and Title 16—Subdivision Regulations (and portions of related Titles 12 and 15) to improve usability and eliminate redundancy, where appropriate. Following staff comments on this memo and selection of an organizational approach, Clarion will prepare a staff draft of a consolidated and reformatted code for staff review. This staff draft will include:

- Reorganization and restructuring of Title 17—Zoning Regulations and Title 16—Subdivision Regulations (and portions of related Titles 12 and 15) to improve usability and eliminate redundancy, where appropriate.
- Current code graphics will be revised for clarity as needed, and new graphics added, to improve overall user-friendliness.

2.1.C. CAG/TAG DRAFT: CONSOLIDATED AND REFORMATTED CODE

Following one round of consolidated staff comments on the staff draft of the new code, Clarion will prepare a revised document, the “CAG draft,” to be discussed with the Code Advisory Group and Technical Advisory Group.

2.1.D. STAFF DRAFT: UPDATED PROCEDURES

Based on comments from the survey, discussions with staff, and the Code Advisory Group, Clarion will undertake a substantive update of the procedures section of the new code, using the public version of the reorganized/reformatted code developed in Task 2.1.C as a base. Expected areas of focus include:

- Clarification of the general procedures applying to most types of procedures;
- Standardization of the format for all procedures;
- Update of approval criteria;
- Reevaluation of public input process for major application types;
- Consideration of new application types;
- Consideration of decision-making authority (which bodies are appropriate to make which decisions);
- Reevaluation of application requirements; and
- Reevaluation of which procedural steps should be codified in the code and which should be maintained in separate administrative manuals or user guides.,

As with the reorganized/reformatted code, the first step of the drafting will include development of a staff version of the updated procedures.

2.1.E. CAG/TAG DRAFT: UPDATED PROCEDURES

Following one round of consolidated staff comments on the staff draft of the new procedures, Clarion will prepare a revised public draft to be discussed with the Code Advisory Group.

2.1.F. COMMUNITY AND STAKEHOLDER ENGAGEMENT (USABILITY AND PROCEDURAL UPDATES)

The primary focus of the community and stakeholder engagement conducted as part of Phase 2 of the Code update is to gather feedback on the proposed updates to procedures and the options for consolidating and reformatting the code. Opportunities for input may include:

- Joint elected and appointed officials update (conducted by staff at interim milestones to offer progress reports and seek input on options; conducted by Clarion as part of presentation of overall reorganized code and procedures update);
- Technical Advisory Group meeting (conducted virtually by Clarion team and staff);
- Community open house(s) (conducted via website and also by Clarion team and staff to introduce new reorganized code and procedures update);
- Focus groups with code users (conducted as part of initial onsite and virtual meetings); and
- Online comment opportunity

Information gathered during this round of engagement will also be used to inform the Code Assessment Memo and Phase 3 scope.

2.1.G. ADOPTION DRAFT: CONSOLIDATED AND REFORMATTED CODE + UPDATED PROCEDURES

Using the feedback provided by staff and gathered from community and stakeholder meetings, Clarion will prepare an adoption draft with consolidated and reformatted code recommendations and updated procedures.

2.1.H. ADOPTION HEARINGS: CONSOLIDATED AND REFORMATTED CODE + UPDATED PROCEDURES

Adoption of the consolidated and reformatted code, including the updated procedures section, will happen concurrently with or shortly after the adoption of the updated Comprehensive Plan. This will be a staff-led effort (with virtual support from the project team) involving presentations to the Planning Commission and City Council.

Deliverables

- User survey
- Staff memo: Organization options
- Consolidated/reorganized code: Staff Draft
- Consolidated/reorganized code: CAG/TAG Draft
- Updated procedures: Staff Draft
- Updated procedures: CAG/TAG Draft
- Consolidated and reformatted code with updated procedures: Adoption draft
- Adoption support materials (e.g., PPT) for staff-led presentations at adoption hearings

2.2. Code Assessment/Phase 3 Scoping

Objectives

- To provide an assessment of remaining substantive edits necessary to the land use regulations to implement the updated Comprehensive Plan as well as achieve other City goals.

2.2.A. STAFF DRAFT: CODE ASSESSMENT MEMO

Building on the internal staff code audit and input from the TAG and other code users, the project team will prepare a code assessment memo that highlights opportunities to align land use regulation updates with the recommendations made in the updated Future Land Use Plan. The code assessment memo will be drafted roughly concurrently with the updated comprehensive plan draft. Recommendations made in the code assessment memo will be broad enough to allow flexibility for Phase 3.

This memo would need to be informed by a round of stakeholder engagement conducted following adoption of the plan that is focused solely on the regulations.]

2.2.B. PUBLIC DRAFT: CODE ASSESSMENT MEMO

Following one round of consolidated staff comments on the staff draft of the assessment memo, Clarion will prepare a revised public draft to be discussed with the Code Advisory Group.

2.2.C. PHASE 3 SCOPING

A scope, schedule, and budget defining the final round of tasks to complete the Code Update will be provided. Clarion anticipates the Phase 3 scope will include:

- Updates to districts and uses
- Updates to development standards
- Refinements to procedures (as needed, based on updates to the above)

Deliverables

- Code Assessment memo: Staff Draft
- Code Assessment memo: CAG/TAG Draft
- Phase 3 scope, schedule, and budget

Cost Proposal

Our baseline cost to complete this Phase 2: Scope of Work is: \$311,630. We have also included a 10% contingency budget of \$31,173 to cover additional tasks as may be assigned. A separate breakdown of costs for the Targeted Comprehensive Plan update and Code update is provided below and on the following page.

Ketchum Comp Plan and Code Rewrite (Phase 2)							
Task	Clarion				EPS		Total
Team Member	White D.	Goebel	Squyer	White H.	Prosser	Associate	
Billable Rate \$/Hour	\$185	\$225	\$90	\$95	\$250	\$145	
Part 1: Targeted Comprehensive Plan Update							
1.1: Review and Update Plan Foundations							
1.1.A. Initial Community Survey	2	0	0	0	0	0	2
1.1.B. Initial Outreach Campaign	4	0	16	16	0	0	36
1.1.C. Routine Technical Updates/Supplemental Analysis	24	0	80	0	32	40	176
1.1.D. Updates to Community Vision and Core Values	12	0	16	0	0	0	28
1.1.E. Community and Stakeholder Engagement (Round 1)	40	0	60	16	12	0	128
1.1: Total Hours	82	0	172	32	44	40	370
1.1: Total Labor	\$15,170	\$0	\$15,480	\$3,040	\$11,000	\$5,800	\$44,690
1.1: Person trips	1	0	1	0	1	0	3
1.1: Total Travel	\$950	\$0	\$950	\$0	\$950	\$0	\$2,850
Task 1.2: Future Land Use Plan/Key Policy Choices							
1.2.A. Key Policy Choices (Framing)	16	2	24	0	8	0	50
1.2.B. Future Land Use Plan (Map and Land Use Categories)	16	2	40	0	8	0	66
1.2.C. Community and Stakeholder Engagement (Round 2)	40	32	60	16	0	0	148
1.2: Total Hours	72	36	124	16	16	0	264
1.2: Total Labor	\$13,320	\$8,100	\$11,160	\$1,520	\$4,000	\$0	\$38,100
1.2: Person trips	1	1	1	0	0	0	3
1.2: Total Travel	\$950	\$950	\$950	\$0	\$0	\$0	\$2,850
Task 1.3: Draft Comprehensive Plan and Adoption							
1.3.A. Staff Draft - Updated Comprehensive Plan	40	4	120	40	8	0	212
1.3.B. Public Draft - Updated Comprehensive Plan	24	4	40	24	4	0	96
1.3.C. Community and Stakeholder Engagement (Round 3)	40	0	0	0	0	0	40
1.3.D. Adoption Draft - Updated Comprehensive Plan	24	0	40	24	2	0	90
1.3.E. Adoption Hearings	16	6	6	0	0	0	28
1.3: Total Hours	144	14	206	88	14	0	466
1.3: Total Labor	\$26,640	\$3,150	\$18,540	\$8,360	\$3,500	\$0	\$60,190
1.3: Person trips	0	0	0	0	0	0	0
1.3: Total Travel	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Part 1: Project Total Hours	298	50	502	136	74	40	1100
Part 1: Project Total Labor	\$55,130	\$11,250	\$45,180	\$12,920	\$18,500	\$5,800	\$148,780
Part 1: Project Total Person Trips	2	1	2	0	1	0	6
Part 1: Total Travel Expenses	\$1,900	\$950	\$1,900	\$0	\$950	\$0	\$5,700
Part 1: Total Fees: Labor and Expenses	\$57,030	\$12,200	\$47,080	\$12,920	\$19,450	\$5,800	\$154,480
10% Contingency (Other tasks as assigned)							\$15,448

**Note: Task Order No. 2 will be amended or new Task Order will be issued should 10% contingency for Phase 2 scope of work be needed.*

Ketchum Plan and Code Rewrite (Phase 2)					
Task	Clarion				Total
Team Member	Goebel	White D.	Associate	White H.	
Billable Rate \$/Hour	\$225	\$185	\$110	\$95	
Part 2: Code Update (Initial Tasks)					
2.1: Usability and Procedural Updates					
2.1.A. User Survey (Usability and Procedural Updates)	2	0	8	0	10
2.1.B. Staff Draft: Consolidated and Reformatted Code	40	0	90	60	190
2.1.C. CAG/TAG Draft: Consolidated and Reformatted Code	30	0	60	20	110
2.1.D. Staff Draft: Updated Procedures	50	0	100	10	160
2.1.E. CAG/TAG Draft: Updated Procedures	30	0	60	10	100
2.1.F. Community and Stakeholder Engagement (Usability and Procedural Updates)	60	0	100	20	180
2.1.G. Adoption Draft: Consolidated and Reformatted Code + Updated Procedures	0	0	0	0	0
2.1.H. Adoption Hearings: Consolidated and Reformatted Code + Updated Procedures	20	0	0	0	20
2.1: Total Hours	232	0	418	120	770
2.1: Total Labor	\$52,200	\$0	\$45,980	\$11,400	\$109,580
2.1: Person trips	2		2		4
2.2: Total Travel	\$1,900	\$0	\$1,900	\$0	\$3,800
2.2: Code Assessment/Phase 3 Scoping					
2.2.A. Staff Draft: Code Assessment Memo	40	30	60	8	138
2.2.B. Public Draft: Code Assessment Memo	20	0	30	8	58
2.2.C. Phase 3 Scoping	40	0	40	0	80
2.2: Total Hours	100	30	130	16	276
2.2: Total Labor	\$22,500	\$5,550	\$14,300	\$1,520	\$43,870
2.2: Person trips	0		0		0
2.2: Total Travel	\$0	\$0	\$0	\$0	\$0
Part 2: Project Total Hours	332	30	548	136	1046
Part 2: Project Total Labor	\$74,700	\$5,550	\$60,280	\$12,920	\$153,450
Part 2: Project Total Person Trips	2	0	2	0	4
Part 2: Total Travel Expenses	\$1,900	\$0	\$1,900	\$0	\$3,800
Part 2: Total Fees: Labor and Expenses	\$76,600	\$5,550	\$62,180	\$12,920	\$157,250
10% Contingency (Other tasks as assigned)					\$15,725

**Note: Task Order No. 2 will be amended or new Task Order will be issued should 10% contingency for Phase 2 scope of work be needed.*



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

PURCHASE ORDER
 BUDGETED ITEM? ___ Yes ___ No

PURCHASE ORDER - NUMBER: 24039

To: 1656 CLARION ASSOCIATES LLC 1600 STOUT STREET STE 1700 DENVER CO 80202	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
--	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
11/09/2023	BANCONA	BANCONA	Planning & Building	0	

Quantity	Description		Unit Price	Total
1.00	TASK ORDER 2: CONSULTING SERVICES, COMPREHENSIVE PLAN & CODE UPDATE PROJECT- PHASE 2	01-4170-4200	311,730.00	311,730.00
			SHIPPING & HANDLING	0.00
			TOTAL PO AMOUNT	311,730.00

 Authorized Signature



City of Ketchum

**PROFESSIONAL SERVICES AGREEMENT #23128
CLARION ASSOCIATES**

This CONTRACT FOR SERVICES (“Agreement”) is entered into effective as of the 7th day of August 2023, by and between the City of Ketchum, an Idaho municipal corporation (“City”), and Clarion Associates (“Contractor”).

RECITALS

- A. The City desires to conduct an audit and focused update to the 2014 Comprehensive Plan and a full rewrite of land use regulations (the “Project”). The project objectives include: (1) achieve alignment between the updated comprehensive plan, other adopted plans, and the code to support the community’s vision, goals, and policies; (2) integrate progressive and sustainable policies and practices to support smart growth and environmental stewardship; (3) develop regulations in plain English that improve customer service by making the code user friendly, streamlined, and fair with high quality visual references; and (4) develop design guidelines and a design review process that fosters creativity and results in quality design.
- B. The Project will be executed in three phases. Phase 1 of the Project includes: (1) developing scope of work, public engagement plan, and schedule, (2) data gathering and identification of data gaps that need to be filled prior to execution of the Project, (3) an audit of the 2014 Comprehensive Plan, and (4) a draft approach to the code rewrite. Phase 2 will include an update to the 2014 Comprehensive Plan based on the audit and the attendant public engagement. Phase 3 will include a rewrite of the zoning and subdivision ordinances and attendant public engagement. Each phase of the project will be authorized as a separate Task Order pursuant to the terms of this Professional Services Agreement.
- C. The Project is an extensive process involving comprehensive community engagement and technical analysis that requires consultant support.
- D. The Contractor has the necessary technical expertise and project experience to complete the above referenced work.

FINDINGS

- A. The City is a municipal corporation duly organized and existing under the laws of the State of Idaho.
- B. 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. Idaho Code §50-301 *et seq.*
- C. Contractor independently provides certain professional services which may be beneficial and of use for the general welfare of the City.

D. The City finds that it is economical and efficient and that it is in the best interests of the City to contract with Contractor for certain services as set forth herein (“Services”).

NOW, THEREFORE, the Parties enter into this Agreement according to the following terms and conditions:

1. **Description of Services.** The Contractor shall complete the tasks on the schedule as outlined in Task Order #1 and attached as Exhibit A, incorporated herein by this reference (the “Services”).
2. **Payment for Services.** City shall engage Contractor to perform professional services pursuant to this Agreement by issuing a Task Order to Contractor. Each Task Order shall clearly state that it is issued pursuant to this Agreement and shall identify the scope of services to be performed by Contractor, the schedule for performance of the Services, the method of pricing and/or compensation for Services, and other matters as may be pertinent to the individual authorization. Contractor will be compensated for Services as set forth in the task orders listed in Exhibit A, as priced on a Task Order basis.

In exchange for the Services detailed in Task Order #1, the City shall pay Contractor with an amount not to exceed nine thousand five hundred dollars (\$9,500) to be billed at the end of each month of services. The Contractor shall track and report to the City as to the Service activities and all time expended on the Services. City will also reimburse Contractor, upon presentation of reports and receipts, for reasonable travel expenses required to provide the Services. The terms of this Agreement shall supersede any standard or preprinted terms that may be attached to or referenced in any Task Order. Invoices for payment will be submitted monthly and payment made by City upon City review and approval within approximately thirty days. The City shall remit payment within 60 days from the date of invoice.

3. **Term.** The term of this Agreement shall be through the duration and conclusion of the Services, not to exceed one year from the date of this Agreement. This term may be renewed or extended upon further written agreement between the parties. The Parties hereby agree that in the event City, in its sole and exclusive opinion, City may terminate this Contract without penalty upon thirty (30) days written notice to the Contractor. Upon receipt of such notice, neither party shall have any further obligation to the other. In the event of such termination, Contractor shall submit a report of expenditures to the City. If this Agreement is terminated by the City as provided herein, Contractor shall be paid for the work performed prior to termination, less payment or compensation previously made.
4. **Proprietary Rights.** All data, materials, reports, maps, graphics, table, memoranda, and other documents or products developed under this Agreement whether finished or not shall become the property of the City, shall be forwarded to the City at its request, and may be used by the City for any business or municipal purpose. The City agrees that if it uses products prepared by Contractor for purposes other than those intended in this Agreement, it does so at its sole risk.
5. **Independent Contractor.** Contractor performs the Services hereunder solely and exclusively as an independent contractor. Contractor is not an employee, servant, agent, partner, or joint venture of the City. The City will determine the projects or Services to be done by Contractor, but Contractor will determine the legal means by which it accomplishes the work specified by the City. This

Agreement shall not be construed to create or establish any employee-employee relationship between the City and Contractor or make Contractor eligible for any City employment benefits. Contractor is solely responsible for all withholding and payment of all applicable federal, state, and local income or payroll taxes of any kind.

6. **Assignment.** Neither Party shall assign any of its rights and/or obligations under this Agreement to any other person or entity.
7. **Representation and Warranty by Contractor.** Contractor hereby represents and warrants to City as follows:
 - a. Contractor has the knowledge, experience, expertise and office equipment resources necessary to promote, organize, manage, coordinate and produce materials, and to provide management of social media outlets, required by City.
 - b. Contractor hereby acknowledges that all writings and documents, including without limitation, email containing information relating to the conduct or administration of the public's business prepared by Contractor for City, regardless of physical form or characteristics, may be public records pursuant to Idaho Code Section 74-101 et seq. Contractor further acknowledges that, subject to certain limitations, the public may examine and take a copy of all such public writings and records. Accordingly, Contractor shall maintain such writings and records in such a manner that they may be readily identified, retrieved, and made available for such inspection and copying.
8. **Default.** In the event either Party hereto defaults in its performance of any of the obligations created hereunder, the other Party may pursue any and all remedies whether at law or equity, including without limitation terminating this Agreement.
9. **Voluntary Agreement.** This Agreement is freely and voluntarily entered into by each of the Parties. The Parties acknowledge and agree that each has been represented in the negotiation of this Agreement by counsel of its own choosing or has had an opportunity and ability to obtain such representation, that it has read this Agreement, or had it read to it, that it understands this Agreement, and that it is fully aware of the contents and legal effects of this Agreement.
10. **Binding Agreement.** The provisions of this Agreement shall be binding upon, and shall obligate, extend to, and inure to the benefit of each of the legal successors, assigns, transferees, grantees and heirs of each of the Parties, and all persons who may assume any or all of the above-described capacities subsequent to the execution of this Agreement.
11. **Mediation.** Should a dispute arise and is not resolved by the Parties, the Parties shall first proceed in good faith to submit the matter to non-binding mediation with a mediator licensed in the State of Idaho. Upon completion of one attempt at mediation, either party may pursue any available legal or equitable remedy.
12. **Indemnification.** Contractor releases, holds harmless, and agrees to indemnify City from and against all claims, suits, damages (including, without limitation, damages to persons and property including deaths, and all tax responsibilities), costs, losses, and expenses, in any manner related to or

arising from the acts or omissions of Contractor, its managers, members, directors, officers, shareholders, agents, and employees.

13. **Licensing.** Contractor represents that Contractor possesses the requisite skill, knowledge, and experience necessary to perform the Services. Contractor represents it has or agrees to obtain and maintain all necessary registrations, licenses, and insurance as may be required by the State of Idaho for the performance of the Services under this Agreement.

14. **Insurance.** Contractor is not covered by the City’s liability insurance policy. Contractor shall carry and maintain liability insurance in the following minimum amounts:

General liability	\$1,000,000.00 per occurrence. \$2,000,000.00 aggregate.
Commercial Auto	\$1,000,000.00
Professional Liability	\$1,000,000.00
Worker’s Compensation	As required by the State of Idaho, and not less than \$1,000,000.00

Proof of said insurance shall be provided to City. Each policy of insurance required shall provide for no less than thirty-day advance notice to City prior to cancellation. In addition, the City shall be named a “Additional Insured” by all contractors and subcontractors.

15. **Notice.** All notices under this Agreement shall be in writing and addressed as follows:

CITY:
City of Ketchum
Attn: City Administrator
P.O. Box 2315
191 5th St., West
Ketchum, ID 83340

CONTRACTOR:
Clarion Associates
Darcie White, Director
1600 Stout Street, Ste. 1700
Denver, CO 80202

16. **Compliance with Laws/Public Records.** Contractor, its managers, members, directors, officers, shareholders, agents, and employees shall comply with all federal, state, and local laws, rules, and ordinances. 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 the Idaho Public Records Act. Contractor further acknowledges that, subject to certain limitations, the public may examine and take a copy of all such public writings and records. Accordingly, Contractor shall maintain such writings and records in such a manner that they may readily identified, retrieved and made available for such inspection and copying. Should Contractor wish to claim an exemption to disclosure on any record, Contractor shall identify such in advance and assume all costs of defense on any associated legal action to defend such claimed exemption from disclosure.

17. **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, subcontract, or transfer in any manner this Agreement or any of Contractor's right, title or interest in or to this Agreement without the prior written consent of City.

18. **Amendments.** This Agreement may only be changed, modified, or amended in writing executed by all parties.
19. **Non-Waiver.** The failure of either party to exercise any of its rights under this Agreement at any time does not constitute a breach of this Agreement and shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.
20. **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.
21. **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.
22. **Governing Law.** This Agreement shall be governed by the laws of the State of Idaho. Venue shall be in the Fifth Judicial District, Blaine County, Idaho.
23. **Entire Agreement.** This Agreement contains the entire Agreement between the parties respecting the matters herein set forth and supersedes any and all prior Agreements between the parties hereto respecting such matter.
24. **Severability.** If any part of this Agreement is held to be invalid or unenforceable, such part shall be considered as stricken and the rest of this Agreement shall continue in full force and effect and so as to preserve the agreement and intent to the fullest possible extent.
25. **Execution 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.
26. **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 execute this Agreement.

CITY OF KETCHUM




Neil Bradshaw, Mayor

CONTRACTOR



Darcie White, Director

ATTEST:



Trent Donat
City Clerk

