



## City of Ketchum

October 27th, 2020

Ketchum Planning and Zoning Commission

### Recommendation to:

**Reopen the public hearings that began September 28<sup>th</sup>, 2020, consider the new information attached hereto, and receive public testimony on the following applications:**

- |   |                  |
|---|------------------|
| • Application for Floodplain Development Permit                   | File No. P19-062 |
| • Application for Planned Unit Development Conditional Use Permit | File No. P19-063 |
| • Application for Waiver  | File No. P20-069 |
| • Application for Lot Line Adjustment                             | File No. P19-064 |

### Background Information Summary

On September 28<sup>th</sup>, 2020 the Commission held hearings on the above referenced applications and continued the hearings to October 27<sup>th</sup>, 2020 in order to allow staff to prepare a supplemental exhibit comparing prior PUD-entitled projects and to allow the applicant to respond to the Commission's deliberation and public comment with a revised submittal packet.

The public hearings for the Design Review and Permit Conditions Acceptance Agreement hearings were tabled during the September 28<sup>th</sup>, 2020 meeting. These applications will be scheduled for new hearings with the Commission should the Council approve the PUD-CUP with accompanying waiver request, Lot Line Shift and Floodplain Development applications.

The following are attached to this staff report:

- New: PUD Comparison Table comparing the proposed application with five (5) other projects that were entitled via the PUD process: The Limelight, Warm Springs Ranch Resort, Harriman Hotel, Jack Bariteau's hotel (formerly "Auberge"), River Run Master Plan and Simplot. The following characteristics of each project are included:
  - Project status
  - Year entitled (year Development Agreement approved by Council)
  - Project location
  - Maximum number of stories
  - Maximum height
  - Floor Area Ratio (FAR) on subject development parcel
  - Development parcel size
  - Gross square footage of proposed building(s)
  - Room type and count and market rate residential ownership units within project
  - Employee Housing and Community Housing
  - Waivers requested
  - Waivers granted
  - Public benefits and public amenities

- New: Updated presentation regarding the project prepared by the applicant team including the following:
  - An analysis of PUD standards and the project's relation to them (Applicant's Exhibit A)
  - An analysis of the waivers requested as they related to specific height conditions (such as topography) and the project as proposed (Applicant's Exhibit B)
  - Public benefits of the project (Applicant's Exhibit C)
  - Trail Creek Access Diagrams (Applicant's Exhibit D)
  - PEG & Marriott pandemic precautions (Applicant's Exhibit E)
- September 28<sup>th</sup>, 2020 staff report

Public comment since September 28<sup>th</sup>, 2020

At the time of publication of this staff report (Thursday, October 22<sup>nd</sup>) no new public comment has been received since the date of the last hearing, September 28<sup>th</sup>, 2020.

Any new written public comment will be forwarded to the Commission, included in the record of proceedings, and posted to the City of Ketchum website here: <https://www.ketchumidaho.org/citycouncil/page/public-comment-development-agreement-232020-through-present>

Public Hearing Process

- Reopen the public hearings
- Consider public comment on the new information presented in this report
- Deliberate and give direction to staff (see subsequent sections for discussions of Decision Making Process and Summary of Recommended Conditions)

Decision Making Process

The Commission may:

1. Move to continue the hearing on any/all of the applications to a date certain, or
2. Move to continue the hearing on any/all applications to a date certain and direct the applicant to prepare and submit supplemental information and exhibits, or
3. Move to recommend approval to City Council, with conditions or modifications, of any/all of the applications with the conditions recommended by staff or subject to revisions to the conditions requested by the Commission, or
4. Move to recommend denial to City Council of any/all of the applications.

If the Commission recommends approval, approval with modifications, or denial of any/all applications the Commission should also make a motion to direct staff to prepare Findings of Fact, Conclusions of Law, and Decisions on said applications.

Each motion should contain the following:

- Motion to recommend approval with conditions 1 - # (number specified in recommended conditions summary below) or denial.
  - If the Commission wishes to change any of the recommended conditions of approval the Commission must clearly identify the condition and proposed change.
  - If the Commission wishes to deny any application the Commission must articulate and specify the basis for denial.
- Motion to direct staff to prepare Findings of Fact, Conclusions of Law, and Recommendations consistent with the motion
- Motion to continue the hearing to a date and time certain for the receipt and consideration of the draft Findings of Fact, Conclusions of Law, and Recommendations for each application.

### Summary of Recommended Conditions of Approval for Each Application

If the Commission recommends approval or any/all of the applications, the included recommended conditions of approval below are consistent with the prior conditions recommended by the Commission and conditions of approval by the Council:

- Floodplain Development Permit File No. P19-062
- Application for Planned Unit Development Conditional Use Permit File No. 19-063 and accompanying applications for waivers File No. P20-069
- Lot Line Readjustment File No. P 19-064

**Floodplain Development Permit File No. P19-062** If the Planning & Zoning commission recommends approval of this application based on the PEG Ketchum Hotel LLC submittal drawings, narratives and studies dated October 7<sup>th</sup>, 2019 through January 21, 2020 and the September 28<sup>th</sup>, 2020 and October 27<sup>th</sup>, 2020 presentations to the Planning and Zoning Commission the following conditions 1-6 are recommended:

1. The term of floodplain development permit and waterways design review shall be twelve (12) months from the date that findings of fact, conclusions of law and decision are signed by the Administrator or upon appeal, the date the approval is granted by the Planning and Zoning Commission, subject to changes in zoning regulations. Application must be made for a building permit (if required) with the Ketchum Building Department during the twelve (12) month term. Once a building permit (if required) has been issued, the approval shall be valid for the duration of the building permit. Unless an extension is granted as set forth in KMC 17.88.050.G, failure to file a complete building permit application (if required) for a project in accordance with these provisions shall cause said approval to be null and void.
2. This Waterways Design Review and Floodplain Development Permit approval is based on the plans, as referenced above, and information presented and approved at the meeting on the date noted herein. Any building or site discrepancies which do not conform to the approved plans will be subject to removal;
3. Pursuant to Chapter 17.88.040.C, no chemicals or soil sterilants are allowed within 100 feet of the mean high-water mark. No pesticides, herbicides, or fertilizers are allowed within 25 feet of the mean high-water mark unless approved by the City Arborist. All applications of herbicides and/or pesticides within one hundred feet (100') of the mean high-water mark, but not within twenty-five feet (25') of the mean high water mark, must be done by a licensed applicator and applied at the minimum application rates. Application times for herbicides and/or pesticides will be limited to two (2) times a year; once in the spring and once in the fall unless otherwise approved by the city arborist. The application of dormant oil sprays and insecticidal soap within the riparian zone may be used throughout the growing season as needed;
4. Prior to commencement of any construction activity on the subject parcel the silt fence and inlet protection shall be installed as indicated in civil sheet 2.0;
5. No maintenance, including the mowing, trimming, and removal of vegetation, and no construction activities, encroachment, or disturbance within the riparian zone shall take place without approval through an amendment to this permit, during the time period the permit is in effect, or through approval of a subsequent permit;
6. It shall be unlawful to dump, deposit or otherwise cause any trash, landscape debris or other material to be placed in any stream, channel, ditch, pond or basin that regularly or periodically carries or stores water.

**Lot Line Readjustment File No. P 19-064** If the Planning & Zoning commission recommends approval of this application based on the plat exhibit as stamped by Mark Phillips with Galena Engineers on 6/12/2019 the following conditions 1-14 are recommended:

1. The recorded final plat shall show a minimum of two Blaine County Survey Control Monuments with ties to the property and an inverse between the two monuments. The Survey Control Monuments shall be clearly identified on the face of the map;
2. An electronic CAD file shall be submitted to the City of Ketchum prior to final plat signature by the City Clerk. The electronic CAD file shall be submitted to the Blaine County Recorder's office concurrent with the recording of the Plat containing the following minimum data:
  - a. Line work delineating all parcels and roadways on a CAD layer/level designated as "parcel";
  - b. Line work delineating all roadway centerlines on a CAD layer/level designated as "road"; and,
  - c. Line work that reflects the ties and inverses for the Survey Control Monuments shown on the face of the Plat shall be shown on a CAD layer/level designated as "control";
3. All information within the electronic file shall be oriented and scaled to Grid per the Idaho State Plane Coordinate System, Central Zone, NAD1983 (1992), U.S. Survey Feet, using the Blaine County Survey Control Network. Electronic CAD files shall be submitted in a ".dwg", ".dgn" or ".shp" format and shall be submitted digitally to the City on a compact disc. When the endpoints of the lines submitted are indicated as coincidental with another line, the CAD line endpoints shall be separated by no greater than 0.0001 drawing units;
4. The applicant shall provide a copy of the recorded final plat with its recorded instrument number to the Department of Planning and Building for the official file on the application;
5. All requirements of the Fire, Utility, Building, Planning and Public Works departments of the City of Ketchum shall be met. All public improvements shall meet the requirements of the Public Works Department, including a cost estimate for unfinished sidewalk and street lighting improvements along River Street at 150% of engineering estimates;
6. All other provisions of Ketchum Municipal Code, Chapter 16, Subdivision Regulations, and all applicable ordinances rules and regulations of the city and other governmental entities having jurisdiction shall be complied with by the subdivision;
7. The Project proposes waivers to the side yard setbacks, floor area ratio and height requirements and, subject to approval of the PUDCUP application;
8. An encroachment permit will be required for all improvements to public right of way. A full utility plan will be required prior to final plat recordation and infrastructure construction;
9. A twenty-five foot (25') riparian and scenic easement is shown on the plat. Any work in this area is subject to separate floodplain rules and regulations;
10. A ten-foot (10') fishermen's easement adjacent to the OHWM of Trail Creek needs to be shown and recorded on the plat;
11. A Building Envelope ("BE") will be reflected on the final plat consistent with the City Council's final approvals of the PUDCUP and the Permit Acceptance Agreement. Subject BE will reflect the Council's final approval on

FAR, corner lot radii sight line requirements, and side yard setbacks. The BE shall not encroach within 25' of Trail Creek or the edge of ITD ROW;

12. The removal of existing mature trees and/or established shrub masses is subject to approval and adoption of the Applicant's landscape plan through the Design Review and/or Floodplain Development Permit process;

13. An encroachment permit from ITD as well as the City will be required for all improvements to public right of way, including the construction of a sidewalk not less than eight-feet (8') in width along River Street. As a condition of Plat approval, subject sidewalk and street lighting to city standards shall be installed prior to final plat recordation unless otherwise approved by the Ketchum City Council; and

14. Prior to grading occurring on the New Lot 3A, City approval of the Applicant's grading, drainage and landscaping construction drawings is required. Subject construction drawings shall be consistent in concept with approved Design Review, Encroachment Permit, and related drawings.

**Application for Planned Unit Development Conditional Use Permit File No. 19-063 and accompanying applications for waivers File No. P20-069** If the Planning & Zoning commission recommends approval of these applications to City Council based on the PEG Ketchum Hotel LLC submittal drawings, narratives and studies dated October 7<sup>th</sup>, 2019 through January 21, 2020 and the September 28<sup>th</sup>, 2020 and October 27<sup>th</sup>, 2020 presentations to the Planning and Zoning Commission ("Project") for a hotel development on an approximately 1.08-acre site located at the southwest corner of the State Highway 75 and River Street intersection at 280 E. River (the "Project Site"), inclusive of a request for waivers to minimum lot size, setback (side yards), height, stories, and floor area ratio (FAR) limitations, as set forth in Attachment B to the January 21, 2020 staff report to City Council (the "Conditionally Granted Project") and revised in the the September 28<sup>th</sup>, 2020 and October 27<sup>th</sup>, 2020 presentations to the Planning and Zoning Commission, the following conditions 1-20 are recommended:

Condition No. 1 Revised Master Plan West Side Set Back: Applicant shall revise the Version 3 Master Plan previously prepared for Council with a redesign of the subject Hotel structure within the same locations on the north, east and south with an additional setback on the west side of four feet four inches (4'-4") from the property line than is shown in Version 3 Master Plan, to result in a 16' setback.

Condition No. 2 Emergency Services Conditions: The following are emergency services and safety terms and conditions:

- 2.1 Completion of Fire Improvements: The City Building Official or the City Fire Marshal may withhold building and/or fire inspection approval for any phase of construction until all necessary components of the water and/or fire alarm system sufficient to provide protection for that portion of the Conditionally Granted Project are complete.
- 2.2 Fire Access During Construction: Vehicle parking and material storage during Conditionally Granted Project construction shall not restrict or obstruct public streets or access to any building. Emergency vehicle access shall be maintained as required by the Fire Chief. Once construction begins on the second floor and above, 26-foot aerial ladder truck access is required along one entire side of the building, in a location approved by the Fire Marshal, for evacuation of injured persons from upper floors. All required Fire Lanes, including within 15 feet of fire hydrants, shall be maintained clear and unobstructed at all times.
- 2.3 Fire Code Requirements: The Conditionally Granted Project shall comply with all the terms and conditions set forth in the Ketchum Fire Department Pre-application Requirements Memo dated June 24, 2019 from Tom Ancona, Assistant Chief & Fire Marshall, inclusive of subsequent amendments thereto, as well as all 2012 International Fire Code requirements and any additional specific City Building (Chapter 15.04 and 15.06) and Fire Ordinances (Chapter 15.08).

Condition No. 3 ROW Improvements Conditions: The following ROW Improvements are required of the Applicant:

- 3.1 DIG: The Applicant shall submit a Street and Alley Digging, Excavation, and Trenching (“DIG”) Permit application with an associated traffic control plan for all construction work within the City ROW to be reviewed and approved by the City Streets Department.
- 3.2 TURP: The use of City right-of-way for construction which includes the closure of adjacent streets or sidewalks requires a Temporary Use of Right-of-Way Permit (“TURP”).
- 3.3 River Street Encroachment Permit Improvements: KMC §17.96.030.C states: “The City Council shall approval all permanent encroachments within the City-owned ROW associated with a development Conditionally Granted Project.” Applicant has made application as a part of the Conditionally Granted Project to the City for a license to encroach into the River Street Public Right of Way (“River Street ROW”) with a preference for Civil Plan Option 1, as set forth in the 1/21/20 design update Attachment B, which includes the following improvements: guest pick-up/drop-off, underground utilities, landscaping, street trees with decorative tree grates, public art, bike racks, sidewalks, pedestrian walkway lighting, and street lighting, and related improvements along River Street, pursuant to KMC §12.08.040. Further, the Applicant proposes that all walkway and driving surfaces within this encroachment area be hooked into its private boiler or similar snowmelt system within the Conditionally Granted Project mechanical room. The snow melt system is proposed to be operational every winter after the Hotel Operations begins operations. Final approval of the River Street ROW improvement plans is required and is subject to review and approval by the Ketchum City Council through a separate encroachment agreement. If approved via separate City encroachment process, such order or decision on encroachment, including any and all conditions thereon, is hereby incorporated by reference and made a part of these findings.
- 3.4 SH75 Encroachment Permit: ITD has an approved Record of Decision (“ROD”) that includes a 3-lane section with a six-foot (6’) wide sidewalk abutting the Subject Real Property. Subject ITD improvements to the SH75 ROW are proposed to be installed by ITD in Fiscal Year 2025 with road work in the vicinity, at the earliest, occurring in October of 2025. The installation of these SH75 Improvements by ITD and, particularly, the striping of a dedicated left turn lane West Bound onto River Street with adequate queuing for cars turning onto River Street is important to traffic flow both along SH75 and into the Conditionally Granted Project.
  - 3.4.1 Given the Applicant’s timeframe for construction and Certificate of Occupancy, subject SH75 work will not be conducted by ITD prior to the Developed Conditionally Granted Project and the commencement of Hotel Operations opening. Given that the City finds that a center turn lane with adequate queuing of approximately fifty to one hundred feet (50’ – 100’) is necessary for the SH75/River Street intersection to retain its current Level of Service (“LOS”) for vehicular car movement, therefore the Applicant shall file with ITD an application for an encroachment permit. The Applicant and City shall work together to attain approval from ITD for the construction and striping of a partial center turn near the River Street intersection north of the Trail Creek bridge. The Applicant shall pay for engineering, traffic control and construction costs for subject SH75 improvements adjacent to the Conditionally Granted Project.
  - 3.4.2 Further, to avoid excessive delays for East Bound traffic on River Street, the Applicant shall work with the City and ITD to install appropriate signage and improvements to allow only a right turn onto southbound SH75 at this intersection.
  - 3.4.3 Pedestrian Safety: To help assure pedestrian safety and consistent with KMC, at the discretion of the Ketchum City Council upon the recommendation of the Ketchum Transportation Authority and the city’s peer review engineering firm (AECOM), the Applicant shall work with the City and ITD to upgrade the unsignalized SH75 and River Street crossing (on north-side) to include a HAWK system. The circulation design shall meet all standards as specified in KMC §17.96.060.G.

Further, as recommended by AECOM, "Before constructing a HAWK signal at River Street, an engineering study should be performed using the guidance provided in section 4F.01 of the MUTCD."

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

Condition No. 4 Terrace Walls: Construction of terrace walls or features of the outdoor dining patio with landscaping and architectural features adjacent to SH75 may be subject to future design review at the time the application is filed for approval at the discretion of the Administrator.

Condition No. 5 Time Limits: The following are the time limits that govern this Conditionally Granted Project:

- 5.1 Pursuant to KMC §17.96.090, a design review permit is valid for twelve (12) months from the date of final decision on the associated Findings of Fact, Conclusions of Law, and Decision. The Application for the Conditionally Granted Project building permit must be filed within the time as specified in KMC §17.96.090(A)(2). Any extension shall only be as allowed and specified in KMC §17.96.090.
- 5.2 Unless extended by the Ketchum City Council, a building permit shall be issued within twelve (12) months from the date of the last issued Permit.
- 5.3 A certificate of occupancy shall be issued for the Conditionally Granted Project no later than 18 months after the building permit is issued unless the time for completion of the Conditionally Granted Project is extended by the City Council.

Condition No. 6 Certificate of Occupancy: No Certificate of Occupancy shall be issued for the use and occupancy of this Conditionally Granted Project until the following items are complete:

- 6.1 All Design Review elements of the Conditionally Granted Project have been completed and approved by the Planning & Building Department; and
- 6.2 All occupancies in the Conditionally Granted Project (residential, commercial, etc) shall meet the Leadership in Energy and Environmental Design (LEED) Silver or equivalent standards consistent with (A) representations of the Applicant as set forth in Attachment B and its 1/21/20 design update Sustainability Integration representations (building system / geothermal, high performance building and site, material and product sustainability assessment) and (B) provisions of the City of Ketchum Green Building Code as set forth in KMC §15.20, inclusive of additional recommendations of the Planning & Zoning Commission during Conditionally Granted Project Design Review; and
- 6.3 All proposed encroachments within the City's River Street right-of-way have been installed in accordance with the Conditionally Granted Project Master Plan and approved by the City Engineer; and
- 6.4 All rooftop mechanical and electrical equipment is fully screened from public vantage points and approved by the Planning & Building Department; and
- 6.5 The City's Fire, Utilities, Building, Arborist, Streets, and Planning Departments have conducted final inspections and authorized issuance of Certificate of Occupancy; and
- 6.6 Prior to Certificate of Occupancy, a Parking Plan verifying free public use, the thirteen (13) displaced public parking spaces, and other details at the discretion of the City, shall be provided and approved by Ketchum City Council for the Conditionally Granted Project Parking Garage.

Condition No. 7 City Permit Performance Fees: The Applicant shall be charged and shall pay the City Permit Performance Fees for the administration of the City's performance of the Permit Conditions Acceptance Development Agreement.

Condition No. 8 Conditions to Applicant's Obligations: The Applicant's obligations hereunder are conditioned upon (1) receiving all the referenced approvals from the City and (2) securing financing as provided in the Permit Conditions Acceptance Development Agreement.

Condition No. 9 Drainage: Conditionally Granted Project Drainage system plans shall be submitted to the City Engineer for review and approval. Pursuant to KMC §17.96.060.C, all storm water shall be retained on site, drainage improvements constructed shall be equal to the length of the Subject Real Property boundary lines, and all drainage facilities shall be constructed per City standards. All drainage improvements shall meet the applicable design criteria as specified in KMC §12.04.030.

Condition No. 10 Utilities Plan: The Applicant shall submit a Conditionally Granted Project Utility Plan indicating the location and size of water and sewer mains as well as gas, electric, TV and phone services (KMC §17.96.040.C.2c & KMC §17.96.060.D.1-3). Per KMC §17.96.060.D.2, utilities shall be located underground and utility, power, and communications lines within the Conditionally Granted Project Site should be concealed from public view.

Condition No. 11 Employee Housing Units: The Applicant shall either maintain or enter into a master lease with the Hotel Operator for apartment units within the Developed Conditionally Granted Project containing not less than 23 beds, as materially set forth in the 1/21/21 employee housing plan design update set forth in Attachment B, and thereby fulfill and satisfy the employee housing obligation of this Conditionally Granted Project consistent with the KMC.

- 11.1 Notwithstanding, consistent with the recommendations of the BCHA and the Commission, the Applicant may as part of the Design Review process seek to amend the employee housing plan configurations to have fewer shared bedroom configurations, improved bathroom to bed ratio, and more individual or couple employee housing suites; and
- 11.2 All leased apartment units must be subleased, assigned or otherwise made available to employees of the Hotel Operator on terms and conditions that emphasize the retention of a local workforce consistent with Blaine County Housing Authority (BCHA) community housing guidelines, and providing employee housing at a price point that is commensurate with its employees' ability to pay. The Applicant may enter into a master lease with the Hotel Operator for apartment units containing twenty-three (23) beds and thereby fulfill and satisfy the employee housing obligation of this Conditionally Granted Project consistent with KMC §17.124.050.
- 11.3 All leased apartment units must be subleased, assigned or otherwise made available to employees of the Hotel Operator on terms and conditions determined by it in the exercise of its discretion consistent with the goals of retaining a local workforce and adhering to the BCHA community housing guidelines.
- 11.4 Apartment leases and the management of this covenant of the developer to provide employee housing in the hotel are subject to annual recertification audits by the City and / or its designee. A fee established by resolution of the City may be charged for this service and associated compliance and monitoring activities.

Condition No. 12 Hotel Operations: The core feature of the Conditionally Granted Project is a hotel building operated at an industry acknowledged Four Star Hotel Operations Standard. Adherence to a Four-Star Hotel Operations Standard, particularly during Peak Travel Season, affects the sufficiency of on-site parking and traffic circulation in the immediate vicinity of the Conditionally Granted Project and is a requirement of the occupancy and use of the Developed Conditionally Granted Project.

Condition No. 13 Lower Parking Demand and Traffic Impacts: To assure that the Applicant and/or Hotel Operator provides guest shuttle, employee shuttle, car share program, transit passes, carpool program, alternative transportation (such as bike storage for employees), and strict monitoring and management of deliveries and garbage pick-up, as set forth in §4.13, the Applicant and/or Hotel Operator shall include in the irrevocable letter



of credit a Lower Parking Demand and Traffic Impacts amount of fifty thousand dollars (\$50,000) for a period of not greater than five (5) years upon which the City Council may request a draw to cover the City's costs in the mitigation of lowering traffic impacts and/or parking demands associated with the Applicant and/or Hotel Operator's failure to comply.

Condition No. 14 Parking & Loading: The Applicant shall present a Conditionally Granted Project Parking Plan for review and consideration by the Commission as part of its full Design Review Submittal. Prior to Certificate of Occupancy, a Conditionally Granted Project Parking Plan verifying public use, validation processes for determining parking charges (if any) for the public and the thirteen (13) displaced public parking spaces, and other details at the discretion of the City, shall be provided and approved by Ketchum City Council for the Conditionally Granted Project Parking Garage. The Conditionally Granted Project is required to have a minimum of eighty-four (84) parking spaces in the underground parking garage. Of these spaces, 53 spaces are required for the Four-Star Hotel Operations Standard, 18 spaces are required for employee housing, and 13 are required for the public to mitigate displaced public parking spaces from River Street. Of this total, not less than:

- 14.1 Eighteen (18) stalls shall be allocated for employee housing, inclusive of at least one (1) car share vehicle; and
- 14.2 Thirteen (13) underground parking stalls will be available to the general public at no charge to the public while visiting the property or using the conference center, spa, restaurant and bar. Subject to city final approval, a validation system may be employed by the Applicant and/or Hotel Operator with regard to the monitoring of public use of the thirteen, free-of-charge, underground public spaces located in the Conditionally Granted Project Parking Garage; and
- 14.3 Guest shuttle, employee shuttle, car share program, transit passes, and bike storage shall be provided as a part of the Four-Star Hotel Operations Standard.
- 14.4 During and upon completion of the construction of the Conditionally Granted Project, delivery vehicles associated with the Conditionally Granted Project shall not interfere with the regular flow of traffic surrounding the Conditionally Granted Project Site. Delivery vehicles shall not block the regular flow of traffic along River Street. Accordingly, deliveries will be made (a) preferably with single-unit trucks, not large tractor-trailer trucks; (b) during off-peak hours; and, (c) with hand trucks from the designated on-street loading zone. The Applicant shall strictly monitor and manage deliveries and garbage pick-up to ensure these activities do not occur during peak traffic periods, and that they do not occur simultaneously.

Condition No. 15 Local Option Tax: The Conditionally Granted Project shall be subject to the provisions of KMC Section 3.12, relating to local option taxes.

- 15.1 Beverage, Food & Retail Sales: All retail, food and beverage sales on the Conditionally Granted Project Site and in the Conditionally Granted Project shall be subject to the local option tax.
- 15.2 Building Materials: The Conditionally Granted Project and Conditionally Granted Project Site shall be subject to the local option tax on building materials.
- 15.3 Employee Housing: The obligation to pay local option tax shall not apply to the rental of employee housing units.
- 15.4 Future Amendments to LOT Ordinance: Any amendments to or repeal of Ketchum's Local Option Tax Ordinance and/or Idaho law relating to such local option taxes shall also apply to and modify this Section to the extent of such amendment(s) and/or repeal.
- 15.5 Hotel Rooms: All hotel rentals in the Conditionally Granted Project Four-Star Hotel Operations Standard shall be subject to the local option tax, regardless of who makes the reservation, including independent third-party travel agencies or other independent parties.

- 15.6 Short-term rentals: All non-hotel rentals, if any, shall be subject to the local option tax on short-term rentals.
- 15.7 Marriott Rewards: Reward stay bookings for any evening shall be assigned a room rate in accordance with the Idaho Administrative Procedures Act (IDAPA) and similar Idaho State Tax Commission rules and regulations. In all cases, subject reward stay booking shall be tracked as room revenue and charged the applicable local option tax rate. Local option taxes shall be remitted for all stays.

Condition No. 16 Waivers: Setbacks, FAR, and height for the Conditionally Granted Project shall comply with final Design Review for the Conditionally Granted Project as approved by the City. The final plans once approved and integrated into the Permit Conditions Acceptance Development Agreement by the Ketchum City Council illustrate areas where buildings may exceed height and bulk limitations. As conditioned herein above, Ketchum acknowledges the zoning and subdivision waivers set forth in the PUD Findings.

Condition No. 17 City Department Requirements: All requirements of the Fire, Utility, Building, Planning and Public Works departments of the City of Ketchum shall be met. All public improvements shall meet the requirements of the Public Works Department.

Condition No. 18 Compliance with the Applicable Laws and Ordinances: All other provisions of Ketchum Municipal Code, Chapters 16 and 17 and all applicable ordinances rules and regulations of the City and other governmental entities having jurisdiction shall be complied with by the Conditionally Granted Project.

Condition No. 19 Building Permit Requirements: The building permit for the Conditionally Granted Project shall not be issued until:

- 19.1 The Conditionally Granted Project is subject to completion assurances and a letter of credit, which shall be detailed by the City Attorney and Finance Director and approved by the Ketchum City Council as provided in the Permit Conditions Acceptance Development Agreement governing this Conditionally Granted Project; and
- 19.2 The Conditionally Granted Project shall pay the plan check and building permit fees that are in effect at the time of plan check and building permit submittal and all fees required by law prior to and for the issuance of a building permit.
- 19.3 Storm Water Management Pollution Prevention Plan ("SWPPP") in accordance with local, state and federal laws and regulations is in place for the Conditionally Granted Project; and
- 19.4 A detailed Conditionally Granted Project Construction Staging and Mitigation Plan which is consistent with the standards specified in Chapter 15.06 of KMC, including provisions for off-site parking for contractors, sub-contractors, and other trades associated with the construction of the Conditionally Granted Project, off-site storage of bulk materials, and required right of way encroachments during construction, shall be submitted and approved by the City Planning and Building Administrator prior to building permit approval.
- 19.5 The Applicant has secured a will serve letter from Idaho, Clear Creek Disposal and other applicable public and private utility providers prior to issuance of a Building Permit.
- 19.6 The River Street Encroachment Permit encroachment agreement shall be obtained.
- 19.7 The Applicant shall cause to be issued in irrevocable letter of credit for the aforementioned Public ROW Improvements affecting both the SH75 and River Street ROWs. The amount of the financial guarantee shall be at 150% of engineering estimates for the guaranteed improvements. Partial and/or full release(s) of the letter of credit may be made upon: (i) Acceptance of subject River Street ROW improvements by the City; (ii) formal commencement of work by ITD of the SH75 ROW improvements adjacent the Subject Real Property and/or upon complete installation of the SH75 ROW improvements adjacent the Property.

Condition No. 20 Written Permit Conditions Agreement: If the Council subsequently enters into a Permit Conditions Acceptance Agreement should be inclusive of all the conditions of approval for Floodplain Development Permit File No. P19-062 and Lot Line Readjustment File No. P 19-064 and subject to inclusion of conditions of the Planning and Zoning Commission's Design Review of Conditionally Approved Project (Permit number P20-015).

Exhibits

- A. PUD Comparison Table dated October 27<sup>th</sup>, 2020
- B. Ketchum Tribute Supplemental Info presentation dated October 16<sup>th</sup>, 2020
- C. Staff report to the Planning and Zoning Commission dated September 28<sup>th</sup>, 2020

# October 27<sup>th</sup>, 2020 Staff Report Attachment A.

PUD Comparison Table dated October 27<sup>th</sup>, 2020

Planned Unit Development (PUD) Comparison Table - October 27, 2020

Sheet 1 of 2

Project Name	Project Status	Year Entitled (Dev't Agreement)	Zoning District	Project Address or Location	Maximum number of stories visible above grade (no parking garages located completely below grade on all sides are included)	Maximum height	FAR on subject development parcel	Development parcel size	Gross square footage of proposed building(s)	Room Type and Count and Market-Rate Residential Units	Employee Housing and Community Housing
PEG Tribute Hotel	Proposed	N/A	Tourist	251 S. Main Street (southwest corner of Main and River)	6 from lowest grade on site (includes partial-story rooftop bar) 4 from River Street (partial-story rooftop bar doesn't have River St. frontage)	72' from lowest grade on site 48' from River Street	1.57	1.08 acres	135,915 square feet (includes below grade/partially below grade parking)	93 rooms 0 condominiums	23 on-site employee housing beds  No Community Housing required, code currently only requires C.H. for the residential portions of hotels
Limelight	Complete	2010	Community Core	151 S. Main Street (northwest corner of Main and River)	5 above grade, 2 below grade	68'	2.7	1.10 acres	231,400 square feet (includes below grade parking)	119 hotel rooms 11 condominiums	0 employee housing beds  0 Community Housing units or contribution to C.H. in-lieu fund (C.H. requirement waived by Council)
Bariteau hotel (formerly "Auberge")	Under construction	2008	Tourist	200 S. Main Street (southeast corner of Main and River)	7 from lowest grade on site (includes partial-story rooftop observatory) 4 from River Street (partial-story rooftop observatory also has River Street frontage)	103' from lowest grade on site 58' from River Street, not including observatory 75' from River Street.	2.4	0.93 acres	149,325 square feet (includes below grade/partially below grade parking)	70 hotel rooms 6 condominiums	18 off-site employee housing beds  \$1.07 million dollar contribution to Community Housing in-lieu fund
Warm Springs Ranch Resort	Entitled, Approval valid for term defined in Development Agreement	2009	Tourist	South of Warm Springs Road between Bald Mountain Road and Geezer Alley	Undefined ("tent" diagram representing schematic building mass approved)	93'	1.43 (on Block 1, hotel parcel)	3.17 acres (hotel core parcel) 78 acres (entire PUD site)	538, 151 for hotel core (excludes below grade parking)	120-126 condominium hotel units 20 fractional ownership 36 market-rate condos	0 employee housing or Community Housing units. Instead a 0.5% real estate transfer fee dedicated to city's Community Housing fund to be collected on all initial and future land and unit sales
River Run Master Plan (Sun Valley Resort)	Entitled in perpetuity as a Master Plan  Development not yet started	2010	Tourist	Existing skier pick up/drop off and parking lot on the east side of the Big Wood River	Undefined ("tent" diagram representing schematic building mass approved)	110'	1.4	21.76 acres (hotel core parcel) 140 acres (entire PUD site)	250,000-300,000 square feet range for hotel core (excludes below grade parking)	150-200 hotel rooms 200-300 residential units	Land dedication for Community Housing (corner of HWY 75 and Serenade)  Real estate transfer tax of 0.75% for initial and future sales of any lot or unit (Note: the RETT was agreed to by the developer because the city waived an Annexation Fee for the annexation of the land into city limits)
Simplot PUD  (Note: the PUD is not specifically for a hotel.)	Entitled in perpetuity as a land subdivision with certain land use and square footage caps  Development not yet started	2006	Tourist, GR-L, and GR-H	Block located between 4th & 6th Streets, west of 2nd Ave	No waiver requested, per typical zoning	No waiver request for height was made with PUD application, per typical zoning	0.92 (Tourist zoned lots only, & excluded Community Housing s.f.)	3.79 acres (entire PUD site) FAR based on the 3 commercial lots 1.87 acres in size	160,000 gross square feet for all buildings (excludes below grade parking and Community Housing square footage)	PUD was not specific to a hotel  Potential for 46 residential dwellings noted	15,000 square feet of Community Housing within the project area resulting in approximately 12-13 units

**Planned Unit Development (PUD) Comparison Table - October 27, 2020**

Sheet 2 of 2

Project Name	Waivers Requested	Waivers Granted	Public Benefit / Public Amenities
<p><b>PEG Tribute Hotel</b></p>	<ol style="list-style-type: none"> <li>1. Minimum lot size for PUDs when PUD is a hotel</li> <li>2. Setback - Side 18.4' (Highway 75), Side 16' (interior lot line)</li> <li>3. FAR</li> <li>4. Height</li> <li>5. Number of stories</li> </ol>	<p><b>Prior City Council approval:</b></p> <ol style="list-style-type: none"> <li>1. Minimum lot size of approximately 1.09 acres allowed for PUD because project is a hotel</li> <li>2. Setback - Highway 75 side 20' with an average of 31.3' rather than 32' minimum required for Highway 75 adjacency, Interior side 16' based on 48' River Street height rather than 24' based on overall building height of 72' (interior lot line)</li> <li>3. Far of 1.57, rather than 0.5</li> <li>4. Height of 72' total/48' on River, rather than 35' total, and four stories on River Street <i>(Note: number of stories was previously grouped with height and was not addressed as a separate waiver.)</i></li> </ol>	<ul style="list-style-type: none"> <li>• Boutique/unique hotel product</li> <li>• Rooftop bar with panoramic views open to public</li> <li>• Bar/restaurant (ground floor) open to public</li> <li>• Vehicular circulation improvements (creation of HWY 75/Main Street northbound left turn lane onto River Street, right-turn only southbound from River signage)</li> <li>• Pedestrian improvements (HAWK system at River/Main Street crossing)</li> <li>• Conference/meeting space that opens to the outdoors</li> <li>• Additional hotel beds to accommodate growing tourism</li> <li>• Employee housing</li> <li>• Economic benefits - jobs, tax base</li> <li>• Redevelopment of site, replacement of existing deteriorating, vacant structures</li> <li>• New: Creation of new fisherman's access easement along interior side lot line</li> <li>• New: Defined public access stair to Trail Creek</li> <li>• New: Riparian clean-up/restoration</li> </ul>
<p><b>Limelight</b></p>	<ol style="list-style-type: none"> <li>1. Minimum lot size for PUDs when PUD is a hotel</li> <li>2. 12 month CUP term of approval</li> <li>3. Various Form Based Code requirements</li> <li>4. Waiver from Employee Housing requirement (30 beds)</li> <li>5. Waiver from in-lieu housing fees (\$2.36 million).</li> </ol>	<ol style="list-style-type: none"> <li>1. Minimum lot size of 1.10 acres allowed for PUD</li> <li>2. 12 month CUP term of approval extended to four (4) years</li> <li>3. All requested Form Based Code design standard waivers granted,</li> <li>4. No employee housing required</li> <li>5. \$2.36 million dollar in-lieu fees due if building permit applied for within 2 years of PUD approval and hotel completed by 2017. <i>Note: This requirement was met.</i></li> </ol>	<ul style="list-style-type: none"> <li>• New 4-star hotel with 119 "hot beds"</li> <li>• Conference space (seating for 250-275 people)</li> <li>• Proposed contribution to undergrounding of overhead powerlines</li> <li>• Pedestrian improvements to public right-of-way to create enhance pedestrian experience</li> </ul>
<p><b>Bariteau hotel (formerly "Auberge")</b></p>	<ol style="list-style-type: none"> <li>1. Minimum lot size for PUDs when PUD is a hotel</li> <li>2. Setbacks - Front, rear (Trail Creek), Side (Leadville), Side (Highway) setback</li> <li>3. FAR</li> <li>4. Height</li> <li>5. CUP term of approval</li> <li>6. Design Review term of approval</li> </ol>	<ol style="list-style-type: none"> <li>1. Minimum lot size 0.92 acres allowed for PUD (instead of 3 acres)</li> <li>2. Front setback 3' instead of 15', Rear 9' instead of 19.3', Side (Leadville) 0' instead of 19.3, Side (Highway) 11' instead of 25</li> <li>3. FAR 2.4 instead of 0.5</li> <li>4. Height 103' (listed as 58', measured from River Street) instead of 35'</li> <li>5. CUP approval extended to 2 years instead of 1*</li> <li>6. Design Review approval extended to 2 years instead of 1*</li> </ol> <p><i>*Note: Approvals have been further extended via issuance of a building permit and the Dev. Agreement amendments</i></p>	<ul style="list-style-type: none"> <li>• 4-star hotel with 73 "hot beds"</li> <li>• Conference space (seating for 290 people)</li> <li>• Employee housing for 18 employees</li> <li>• Contribution of \$250,000 for undergrounding power lines,</li> <li>• Restoration of Trail Creek and creation of Trail Creek overlook</li> <li>• Rooftop observatory open to the public</li> <li>• Revitalization of the former Trail Creek Village shopping development site</li> <li>• Pedestrian improvements to public right-of-way to create Gateway Plaza, impact fees and permit fees</li> <li>• Local Option Tax (LOT) collected on construction materials</li> <li>• Employment of construction workers during construction and</li> <li>• Employment of hotel and retail workers after opening</li> <li>• City and URA property tax increases</li> <li>• Ongoing Local Option Tax (LOT) collection on room rentals, retail and liquor</li> <li>• Franchise fees remitted to city for Idaho Power and Intermountain Gas</li> <li>• Increase in shared revenues through state revenue sharing program (alcohol sales)</li> </ul>
<p><b>Warm Springs Ranch Resort</b></p>	<ol style="list-style-type: none"> <li>1. Height</li> <li>2. Definition of 'hotel'</li> <li>3. Private road width</li> <li>4. CUP term of approval</li> </ol> <p><i>Note: A waiver from FAR was not requested or required - the staff report noted a FAR up to 1.6 was permitted if community housing obligations were met.</i></p>	<ol style="list-style-type: none"> <li>1. Height 93' rather than 44' (44' permitted for buildings with 5:12 or greater roof pitch)</li> <li>2. Permitted to be reviewed under new definition of 'hotel'</li> <li>3. Developer to abandon existing Bald Mountain Road and create a new private road 40' in width rather than 60'</li> <li>4. CUP valid for duration of compliance with Development Agreement rather than expiring within 6 months if activity does not commence</li> </ol>	<p><b>Refer to Attachment A.</b></p>
<p><b>River Run Master Plan (Sun Valley Resort)</b></p>	<ol style="list-style-type: none"> <li>1. Street right-of-way width</li> <li>2. Street paved surface width</li> <li>3. Maximum height - hotel</li> <li>4. Maximum height - other buildings in hotel core</li> <li>5. Off-street parking</li> <li>6. Sidewalk, curb and gutters</li> <li>7. Design Review term of approval</li> </ol>	<ol style="list-style-type: none"> <li>1. Street right-of-way 40-50 feet rather than required 60'</li> <li>2. Street paved surface 22' and 34' rather than required 26' and 41'</li> <li>3. Maximum height of hotel 110' rather than 35'</li> <li>4. Maximum height for other buildings in hotel core 90' rather than 35' for unpitched roofs and 44' at mean point of ridge for pitches 5:12 or greater</li> <li>5. 1.0 spaces per hotel room and 1.2 spaces per residential unit rather than 0.66 per hotel room, separate count for related uses like meeting space, retail, spa and 1.5/unit for single family and 1/1,500 s.f. plus 1 guest space for multi-family residential</li> <li>6. Rains, natural ditches, and other alternatives instead of curb and gutter in Tourist zone</li> <li>7. Design Review application not required at time of submittal for PUD</li> </ol>	<p><b>Refer to Attachment B.</b></p>
<p><b>Simplot PUD</b></p> <p><i>(Note: the PUD is not specifically for a hotel.)</i></p>	<ol style="list-style-type: none"> <li>1. 2,500 square foot maximum floor area for retail use on Tourist zoned lots</li> <li>2. Setbacks</li> </ol> <p><i>Note: Although not a waiver request, staff notes that the developer asked for right-of-way vacations concurrent with the PUD application.</i></p>	<ol style="list-style-type: none"> <li>1. Ground floor of building on lot 2 must be retail and floor area is limited to 11,000 square feet</li> <li>2. Front setback on Lot 1 reduced from 15' to 10', side setbacks on Lot 2 reduced from 11'-8" to 5', rear setback on Lot 2 reduced from 11'-8" to 10', Community Core design review criteria imposed on Lots 1, 2 and 3 as does required 15' wide sidewalk along the street frontages</li> </ol> <p><i>Note: Developer received 33,000 square feet (075 acre) of vacated right-of-way (5th Street between 4th and 6th streets and alley between 2nd and 3rd Avenues)</i></p>	<p><b>Refer to Attachment C.</b></p>

**Attachment A.**

Warm Springs Ranch Resort

Public Benefits Summary

## Warm Springs Ranch Resort PUD Public Benefits Summary

Public Benefit	Description	Subject to
<b>4. Conditions of Development</b>		
<b>4.5 Fire</b>	<p>1. Due to the classification of the core-hotel building as a high-rise building under the 2006 International Building Code (which Code has been duly adopted by Ketchum), Owner shall share proportionally in the estimated \$400,000 increase in fire apparatus costs of Ketchum over amounts within Ketchum's Capital Improvements Plan on the Effective Date, which increase is attributable to the need for a new ladder truck to access the upper floors of the core hotel building.</p> <p>2. Reference to the 2006 International Code in this Section does not limit the application of the 2006 International Code, or its future amendments, to building permits or other construction requirements for the PUD Property.</p>	<p>1. Owner and Ketchum agree to negotiate in good faith the amount of said funds and the due date for payment which shall be coincident with the date the fire apparatus is required for Owner to be eligible for a building permit for the portions of the core-hotel building classified as a high-rise building.</p> <p>2. Any funds expended by Owner for this purpose shall be subject to reimbursement from any new high-rise building, as defined in the 2006 International Building Code, in Ketchum approved after the Effective Date, for a period up to twenty (20) years. Ketchum shall account to Owner upon request for any moneys expended or received in connection with said apparatus or this Agreement.</p>
<b>7. Warm Springs Creek and Riparian Restoration; Floodplain Management</b>		
<b>7.3 Fisherman/Sportsman Access &amp; Nature Study Center</b>	1. Construct 10' fisherman/sportsman access and nature study easement from MHW on Warm Springs Creek, open to the public at all times in accordance with Idaho Department of Fish and Game regulations, with the exception of periodic closures for riparian work.	1. All applicable federal, state, and city permitting
<b>7.6 Habitat and Flood Management</b>	2. A portion of the PUD property shall be designed to accommodate flooding with minimal depths and velocities over the golf course	
<b>7.7 Riparian Restoration Master Plan</b>	<p>1. Shall include a detailed stream, riparian corridor, wetlands, and floodplain design and plan</p> <p>2. Shall detail the stream and riparian restoration process and procedures, including but not limited to: construction schedule for all in-stream activities; schedule for and analysis of all proposed herbicide use; delineation of vegetation to be preserved; erosion and sedimentation control plan; planting plan and schedule; and schedule for work impacting properties adjacent to the stream with adequate notice to said property owners</p>	1. Waterways Design Review required.
<b>8. Environmental Plan</b>		
	<p>1. Owner shall prepare, as part of Design Review, an Environmental Plan and Tree Preservation Plan that incorporate wildlife habitat preservation/conservation and flora/fauna preservation/conservation.</p> <p>2. Shall include landscape buffering and lighting restrictions to minimize the impact on wildlife passage through Large Block 8 post-development.</p>	
<b>8.1 Fishing Access</b>	<p>1. Owner, at its sole expense, will provide at least 1 access that complies with ADA requirements for fishing of Warm Springs Creek</p> <p>2. Owner will, subject to rules and regulations, allow pedestrian access for fishing along the entire reach of the PUD property</p>	
<b>8.2 Cultural Heritage Preservation</b>	<p>1. Owner agrees to compile a written historic context narrative of the Warm Springs Ranch property, including copies of historic photographs. A copy of the narrative will be provided to the Ketchum Community Library.</p> <p>2. Owner will create an interpretive brochure with a map and historic photographs of the Warm Springs Ranch; brochure will be made available to guests</p> <p>3. Restaurant and other public locations will exhibit larger color copies of historic photographs of Warm Springs Ranch on its walls.</p>	
<b>8.3 Conservation Values</b>	1. Where reasonably practical renewable energy heating and cooling systems, alternative energy vehicles, passive solar design, water conservation measures and sustainable building materials will be used in construction.	



<b>8.4 Landscaping and Irrigation</b>	<ol style="list-style-type: none"> <li>1. Sustainable design that preserves and enhances the native landscape and preserves existing substantial trees will be incorporated in landscaping. Landscaped areas subject to this are the golf course/event zone, native (riparian, alpine forest, upland and transitional) zone, and private enhanced zone.</li> <li>2. Irrigation systems for all landscapes zones shall be, to the greatest extent possible, water efficient, in-ground, and use rotor and drip irrigation.</li> <li>3. Monitoring technology shall be used to regulate irrigation rates to conserve water.</li> </ol>	
<b>8.5 Weed Management</b>	Noxious weed control program shall be implanted during pre-and post-development phases	
<b>8.6 Storm Water Management Pollution Prevention Plan and Best Management Practices</b>	<ol style="list-style-type: none"> <li>1. Storm Water Management Pollution Prevention Plan shall be developed using BMPs required by local, state and federal laws and regulations prior to construction. Plan shall be implemented.</li> <li>2. A water quality monitoring plan shall be developed to monitor pre-construction, construction, and post-construction water quality in Warm Springs Creek.</li> </ol>	
<b>8.7 Trails Construction and Access</b>	<ol style="list-style-type: none"> <li>1. The public, subject to owner's reasonable rules and regulations, shall have access to the following trails within the Project: <ol style="list-style-type: none"> <li>a. Existing Bald Mountain trail system;</li> <li>b. Existing multi-use pathway along Warm Springs Road (which provides a link to the Heidelberg Trail connecting to Adams Gulch)</li> <li>c. Multiple access points for fishing that are adjacent to the Warm Springs Stream.</li> </ol> </li> <li>2. Owner shall further provide a pathway or sidewalk along Townhouse Land and "Private Road #3" to the bridge crossing to provide a means for Townhouse residents to access the Project's trail system and safely access the existing multi-use path adjacent to Warm Springs Road.</li> <li>3. Existing multi-use trail adjacent to the north side of Warm Springs Road shall be re-aligned to a safe location for crossing the north leg of the proposed roundabout or intersection at Warm Springs Road and Flowers Drive.</li> </ol>	
<b>8.7.1. Cash Contribution for Trails</b>	1. Owner agrees to a contribution of up to \$115,000 to Ketchum for environmental review, design, and construction of the Bald Mountain Connector Trail.	<ol style="list-style-type: none"> <li>1. Development of trail in collaboration with Owner, Ketchum Parks and Recreation, and Bigwood Backcountry Trails</li> <li>2. Ketchum's written request to Owner following Ketchum's development and approval of a master plan for the Bald Mountain Connector Trail, which will include a decision on the location of the trail and a budget and schedule of completion for any work of improvement.</li> </ol>
<b>9. Infrastructure Improvements</b>		
<b>9.1 Utilities</b>	1. All off-site utilities, including but not limited to the water pump upgrade, well, and sewer upgrade, must be completed as specified in the PUD findings.	
<b>10. Streets, Bridges, and Transit</b>		
	1. Owner shall install all private access ways and bridges across Warm Springs as shown on the PUD plan. Owner shall be responsible for year-around maintenance of private roadways, driveways, pedestrian pathways, trails and similar accessways, including, without limitation, snow removal to maintain access and parking as well as emergency vehicle turnaround.	
<b>10.1 Warm Springs Road Improvements</b>	1. Owner shall construct a standard intersection at Warm Springs Road and Flower Drive prior to final plat approval of resubdivision of Large Block 1 and/or prior to issuance of any C.O. for the project.	
<b>10.2 Bald Mountain Road Improvements</b>	1. Bald Mountain Road shall be reconstructed as part of Private Road #1 as shown on the PUD Development Plan. Ketchum acknowledged vacation of a portion of Bald Mountain Road may be required.	1. Owner and Ketchum acknowledge the r-o-w is narrower than usual, and may post a risk of damage to adjacent properties from maintenance, repair and/or snow removal. Owner and Ketchum therefore agree to negotiate in good faith protocols for maintenance, repair and snow removal ("Protocol Plan"). Protocol Plan is subject to approval by Council on the same timeline and in the same manner as the Phasing Plan.

	2. Ketchum shall maintain r-o-w after acceptance; owner shall have the right, but not the obligation, to enter upon the new r-o-w to maintain and repair to a standard higher than Ketchum's.	
<b>10.3 Lighting</b>	<ol style="list-style-type: none"> <li>1. All lighting shall comply with Dark Skies; must use Ketchum Streetscape Lighting Standards.</li> <li>2. Lighting to be installed at time each large block is developed</li> <li>3. Lighting in riparian areas, wetlands, wildlife corridors and remote areas shall be eliminated or minimized.</li> </ol>	1. Specific lighting and mitigation measures for wildlife protection in sensitive areas will be addressed at Design Review.
<b>10.4 Street, Roadway, and Pathways Standards</b>	<ol style="list-style-type: none"> <li>1. All internal streets, roadways and walkways shall be constructed per the PUD Development Plan and Large Block Plat.</li> <li>2. No on-street parking permitted; parking lots and areas outside the required clear width will be provided.</li> </ol>	1. All roadways in the 40' r-o-w-s shall be either 26' (all roadways surrounding the core hotel area, include curb and gutter) or 20' (all other roadways throughout the development, rural with gravel shoulders and drainage ditches)
<b>10.5 Townhouse Land Easement</b>	1. Owner shall provide an easement to the Warm Springs Ranch Townhome Condominium Association for ingress and egress to Townhouse Lane.	
<b>10.6 Bridge Approval</b>	1. New bridge crossings adjacent to the hotel across Warm Springs Creek, 1 vehicular and 1 or 2 pedestrian, will have footings outside the ordinary high water mark, will be designed to convey the 100 year flood	1. Waterways Design Review and federal / state permits required.
<b>10.7 Transit</b>	<ol style="list-style-type: none"> <li>1. Owner will work with Mountain Rides to establish and provide transit service to the property. May include: <ol style="list-style-type: none"> <li>a. Shuttle service to/from airport</li> <li>b. Demand based/ on-demand shuttle service for guests, to and from city center</li> <li>c. Current bus service</li> </ol> </li> <li>2. Nothing will restrict owner from providing additional transportation independent of Mountain Rides.</li> </ol>	1. Ketchum acknowledges conversations between Owner and Mountain Rides are ongoing and service may be implemented when feasible.
<b>10.7.1. Bus Stop</b>	1. Bus stop shown on PUD shall be constructed by owner and approved by Ketchum.	1. Lighting shall be approved through Design Review.
<b>10.8 Streets and Bridge Assurances</b>	<ol style="list-style-type: none"> <li>1. Owner shall enter into a Road Security Agreement with Ketchum; owner shall provide financial assurance acceptable to Ketchum (bond, letter of credit, etc.) in an amount to be established, to mitigate all material impacts to road in Ketchum, including those to the street and roadway network valued by construction traffic during Project build-out.</li> <li>2. Ketchum's engineer shall deliver to Owner a written request for mitigation describing in detail the material impacts to Ketchum's roads and the estimated costs of repair. Owner's engineer shall meet and confer with Ketchum's engineer in an attempt to agree on required mitigation and associated costs. In event engineers are unable to agree they shall select a third engineer who shall be required to select either the position of Ketchum's engineer or Owner's; decision of third engineer shall be finding.</li> </ol>	
<b>10.9 Signage Plan</b>	1. Signage Plan for all roadways, pedestrian, public access and other signs in a particular phase shall be submitted prior to issuance of any C.O. for buildings constructed in that phase.	1. Signage Plan shall be approved by staff, or by the Commission if determined by staff.
<b>10.10 Lewis Street/ Warm Springs Road Intersection</b>	1. Owner shall pay Ketchum a proportionate amount of the cost of installation of a traffic light/signal at the intersection of Lewis Street and Warm Springs Road, and associated redesign of said intersection.	<ol style="list-style-type: none"> <li>1. Owners proportionate amount of cost shall be calculated by multiplying the cost by a fraction the numerator of which is the additional vehicular trips resulting from the project and the denominator of which is the sum of existing vehicular trips plus the additional vehicular trips resulting from the Project.</li> <li>2. The existing and additional vehicular trips shall be determined by Hales Engineerin</li> <li>3. Owner's payment shall be made within 60 days after receipt of a written notice from Ketchum that it has immediately available funds to pay its allocate portion of the work and has engaged one or more contractors to perform the work during the ensuing 180 days.</li> </ol>
<b>10.11 Snow Storage</b>	1. Owner shall develop and submit for approval during Design Review a plan for removal, or storage, of snow, within Project.	
<b>11. Water</b>		

<b>11.1 Water System Improvements</b>	1. Owner shall engineer, construct, and extend, at its sole expense, the municipal water system improvements throughout the PUD and relocate the muni water main currently running through the PUD property as set forth in the PUD Development Plan.	<p>1. Owner and Ketchum shall cooperate to ensure all necessary water rights are secured by Owner for the water system and that the water system can be permitted and operated in conjunction with the existing and planned water facilities of Ketchum,</p> <p>2. Wherever feasible, Owner and Ketchum agree to cooperate as appropriate on development and operation of facilities such as storage reservoirs, emergency back-up power generators, and similar facilities.</p> <p>3. The phasing of the Project's development shall dictate the location and construction of the water system components.</p>
<b>11.2 Completion of Improvements</b>		<p>1. Ketchum shall not issue any building permits for any phase prior to completion of the components of the water system sufficient to provide portable water and fire flow protection for that phase of the Project</p> <p>2. Ketchum shall not issue any Certificates of Occupancy for any phase prior to completion of the water system and irrigation facilities for service of that phase.</p>
<b>11.3 Water Service</b>	1. A complete detailed potable water system design shall be developed and submitted for review and approval by the City Utilities Department and the City Engineer. The water system shall include all of Owner's ground water rights appurtenant to the PUD Property	1. Ketchum, at its sole expense, shall be responsible for the operation and maintenance of the water system and periodically set water rates to cover said expenses as required by applicable laws and regulations. Owner agrees to pay the applicable water rates. Ketchum shall provide water service to the PUD Property from the water system on the same priority basis as Ketchum provides water to other residents and businesses in Ketchum under ordinances in place on the Effective Date.
<b>11.4 Installation of Water Main</b>	1. Owner shall, at its sole expense, install a twelve-inch (12") water main to connect the twelve-inch (12") water main on Warm Springs Road to the lower twelve-inch (12") water main along Warm Springs Creek.	
<b>11.5 Variable Frequency Drive ("VFD") Reimbursement</b>	1. The parties acknowledge that in the original review of the redevelopment of the PUD Property proposed by Owner's predecessor, in 2005, it was recommended that a VFD be installed on the 150 hp booster pump at the Warm Springs Booster Station in order to help mitigate the fluctuations of pressures in the Warm Springs area until such time as a future water storage tank could be installed at the upper end of Warm Springs. Under that previous review it was determined that the addition of this development would decrease the pressures by up to 8 psi in the Warm Springs area under high demands when the upper end of the Warm Springs area is currently operating near minimum required pressure. As such, in 2006 Ketchum installed, at a cost of \$40,000.00, the vfd at the Warm Springs Booster Station.	<p>1. Ketchum agrees to provide Owner with a detailed accounting of the cost of the vfd.</p> <p>2. Owner hereby agrees to reimburse Ketchum \$40,000.00 for the cost of installation of the vfd, which shall be paid in full within sixty (60) days after Ketchum's approval of the Phasing Plan.</p>
<b>11.6 Additional Water Supply and Storage</b>	1. Subject to the provisions of Section 11.7 herein, Owner shall, at its own expense, obtain necessary water rights, develop a well (or wells, as necessary) and water storage facilities designed to meet all municipal well and water storage requirements to serve the entire PUD Property in accordance with the Ketchum water facility plan/policies and all applicable laws and regulations and transfer said water system improvements to Ketchum	
<b>11.7 Reimbursement</b>	1. Such Water Reimbursement Agreement shall extend for a sufficient period of time following completion of the portion of the water system for which reimbursement is sought, with such time to be mutually agreed between Owner and Ketchum but in no event less than five (5) years nor more than twenty (20) years.	1. Ketchum shall reimburse Owner proportionate cost of improvements described in 11.6, from service connection charges, if property owners outside PUD are served by improvements described in 11.6 ("Water Reimbursement Agreement")

2. Such Water Reimbursement Agreement shall provide, in part, that: (i) interest be paid to Owner at the then applicable municipal bond rate; (ii) Ketchum may charge benefited property owners other than Owner a reasonable administrative fee for handling the accounting, auditing, and payment of the reimbursement payments made to Owner; (iii) the Water Reimbursement Agreement shall be binding on Owner and Ketchum and their respective successors and assigns; and (iv) the Water Reimbursement Agreement may be recorded as an encumbrance against the benefited property(ies). In the event that the Parties are unable to agree on the terms of the Water Reimbursement Agreement, Owner shall have no obligation under Section 11.7 herein.

**11.8 Municipal Irrigation Water System**

1. Ketchum and Owner acknowledge that the irrigation, aesthetic, and fish propagation water rights appurtenant to the Project (the "Water Rights") may require transfer to Ketchum to provide maximum benefit to the Parties. Ketchum and Owner agree to negotiate in good faith a separate agreement addressing any such transfer (the "Water Rights Agreement"), which agreement should address, at a minimum, the following: (1) whether Owner's attorneys or Ketchum's attorneys will pursue the Water Rights decrees with the IDWR and/or in the Snake River Basin Adjudication; (2) if Ketchum's attorneys pursue the Water Rights, a reimbursement schedule for Ketchum's costs and fees incurred; (3) consideration for such transfer, which may include an agreement by Ketchum to provide irrigation and/or non-potable water adequate to meet the Project's irrigation and aesthetic needs; and (4) construction and maintenance of the irrigation system.

1. The Water Rights Agreement shall be subject to approval by the Council prior to issuance of any building permit or preliminary plat, whichever comes first.

**11.9 Drainage**

1. Drainage system plans shall be submitted to the City Engineer for review and approval prior to the City Engineer signing the first final plat. The plans shall show how swales, or drain piping, will be developed in the drainage easements.

1. The approved drainage system shall be constructed in the first phase of construction.

**11.10 Geothermal Water Use**

1. Owner and Ketchum agree that if geothermal water becomes available to either party, a use agreement, if practicable, may be negotiated between them for use of said water consistent with applicable local and state laws and regulations.

**12. Municipal Sewer System**

**12.1 Sewer System Improvements**

1. Owner shall engineer, construct and extend, at its sole expense, the municipal sewer system throughout the PUD and relocate the municipal sewer main currently running through the PUD Property as set forth in the PUD Development Plan

**12.2 Flow Analysis Contribution**

1. Owner shall contribute to the reasonable cost of performing a flow analysis of the existing sewer trunk lines up to \$15,000

1. The contribution shall be made within sixty (60) days after approval of the Phasing Plan.

**13. Workforce Housing**

1. In lieu of the Workforce Housing requirement under the City Code, Owner shall establish a dedicated Workforce Housing Fund ("Fund") with revenue derived from Owner's Gross Sales (as defined below). The amount of revenue would be one-half of one percent (0.50%) of Gross Sales such that the Fund maintained a minimum balance of \$250,000.

1. Owner agrees to make an initial contribution of \$60,000 to the Fund within two months after the date of the certificate of occupancy for the hotel referenced in Section 4.3.2.

2. In the event that a \$250,000 balance in the Fund is not required to meet the foreseeable needs of Eligible Hotel Employees, as reasonably determined by the City, the minimum balance shall be reduced or suspended accordingly

2. The Fund shall be administered by the Blaine County Housing Authority ("Authority"), or other nonprofit housing organization designated by the City and approved by Owner.

1. The Owner, City and the Authority shall mutually agree upon the administrative costs, policies and procedures for the Fund, and all amendments thereto, after the issuance of a building permit for the hotel structure and prior to the issuance of a certificate of occupancy for said hotel.

2. The Authority shall maintain the Fund in a segregated account (“Workforce Housing Account”) used solely for the benefit of Eligible Hotel Employees (as defined below) and structured to provide Eligible Hotel Employees residing in the City assistance at a ratio 5% greater than assistance for rent outside the City. Assistance payments shall not be made to Eligible Hotel Employees but rather to landlords, lenders or other third parties providing the housing to the Eligible Hotel Employee.
3. Owner shall furnish to the City a statement of Gross Sales within fifteen (15) days after the end of each calendar quarter, and an annual statement of Gross Sales within twenty (20) days after the end of each calendar year. Each statement shall be signed by Owner or its authorized representative. Owner shall keep full and accurate books of account, records, cash receipts, and other pertinent data showing its Gross Sales.
4. City shall be entitled within one (1) year after expiration or termination of a statement period to inspect and audit all of Owner’s books of account, records, cash receipts, and other pertinent data relating to Gross Sales, so City can ascertain Owner’s Gross Sales. Owner shall cooperate fully with City in making the inspection. If the audit shows that there is a deficiency in the payment of any moneys to the Fund, the deficiency shall become immediately due and payable. The costs of the audit shall be paid by City unless the audit shows that Owner understated Gross Sales by more than five percent (5%), in which case Owner shall pay all costs of the audit. City shall keep any information gained from such statements, inspection, or audit confidential and shall not disclose it other than to carry out the purposes of this Agreement.

**14. Community Housing Fund; Real Estate Transfer Fees**

- |  |   |
|--|---|
| <ol style="list-style-type: none"> <li>1. The Community Housing requirement, per the definition of “hotel” in Ketchum City Code, is hereby waived in lieu of the following: Ketchum and Owner mutually agree to establish a dedicated Community Housing fund with revenue derived from:</li> </ol> | <ol style="list-style-type: none"> <li>1. Urban renewal agency (“URA”) tax increment revenue derived from the Project; and (2) a voluntary real estate transfer fee to mitigate Community Housing impacts from the Project. In the event the URA does not agree to participate in creating the Community Housing Fund, Ketchum and Owner shall establish said fund absent URA’s participation.</li> <li>2. A voluntary real estate transfer fee to mitigate Community Housing impacts from the Project. In the event the URA does not agree to participate in creating the Community Housing Fund, Ketchum and Owner shall establish said fund absent URA’s participation.</li> </ol> |
|--|---|

**14.1 Transfer Fees**

- |  |   |
|--|---|
| <ol style="list-style-type: none"> <li>1. In order to fund the Community Housing fund, Owner hereby grants to Ketchum a license to charge at the time of conveyance one-half of one percent (0.50%) of the Gross Selling Price of a Lot or Unit within the Project (the</li> <li>2. Said license runs with the land and is irrevocable absent Ketchum’s prior written approval upon a duly noticed public meeting and public hearing to so amend this portion of this Agreement.</li> <li>3. The Transfer Fee shall be determined based upon the “Gross Selling Price” of the Lot or Unit. The Gross Selling Price shall include the total cost to the purchaser of the Lot and of the improvements thereon, or the Unit; including, without limitation, all residential or commercial buildings, but excluding personal property, commissions, title insurance premiums, escrow fees, assessments, dues, taxes and title transfer fees</li> </ol> | <ol style="list-style-type: none"> <li>1. All Transfer Fees shall be paid at the closing of the transfer and if not paid shall be a continuing lien upon each Lot or Unit total paid. For the purposes of this subsection, the sale or transfer of a Lot or Unit shall mean the transfer of fee title to a Lot, or a leasehold interest or other possessory right in a Unit exceeding sixty (60) months cumulative, in duration. The Transfer Fee shall be collected and paid to Ketchum by the escrow agent engaged to close the purchase and sale transaction.</li> </ol> |
|--|---|

2. Monies obtained from such Transfer Fee shall be placed in a segregated interest bearing account (the “**Ketchum Community Housing Fund**”) and may be used by Ketchum, in its sole discretion, to assist valley residents with a purchase of a home in Ketchum, including but not limited to: (1) mortgage down payment assistance; (2) permanent affordability of existing community housing units in Ketchum; and (3) other tools to increase the community housing base in accordance with standards acceptable to Owner.

4. Ketchum acknowledges and agrees no Transfer Fee shall be due upon a bulk sale of Lots by Owner to a merchant builder, or upon the transfer of a Lot or Unit to a related party which shall include (i) an entity owned at least 51% by the transferor, (ii) the holders of at least 51% of the ownership interest of a transferor which is an entity, and (iii) a family trust, partnership, or other entity comprised of persons related to the transferor. Nothing herein shall be deemed or construed to relieve the merchant builder or other exempt transferee from the obligation to pay the Transfer Fee upon a subsequent sale of the subject Lot or Unit.

1. Owner acknowledges and agrees that the Transfer Fee provisions of this Agreement are enforceable by specific performance even in the event said fee may be deemed unlawful or unenforceable by a court of competent jurisdiction.

**14.2 URA Revenue**

1. Ketchum shall pay to the Ketchum Community Housing Fund an amount equal to the Transfer Fees deposited by Owner in the Ketchum Community Housing Fund with URA revenues from the Project as long as Ketchum receives URA revenue from the Project.

1. If the URA does not agree to participate in creating the Ketchum Community Housing Fund, Ketchum may, in its annual appropriations, contribute to said fund.

2. If Ketchum or URA decides not to appropriate funds for the Ketchum Community Housing Fund in any fiscal year, no penalty or obligation to do so is levied upon Ketchum.

3. In the event Ketchum or the URA decide not to appropriate funds for the Ketchum Community Housing Fund in two (2) consecutive fiscal years, then in that event, notwithstanding any contrary provision of Section 14.1, Owner shall have the right, but not the obligation, to redirect future transfer fees to another housing related non-profit Ketchum community organization, provided, however, that the Ketchum City Council shall have the right to approve such alternate community housing organization. Ketchum’s right of approval granted in this Section shall not be unreasonably withheld, delayed or conditioned.

2. Owner shall be entitled to an accounting of the Ketchum Community Housing Fund annually and at other times upon reasonable request.

**15. Community Education**

1. In keeping with Ketchum’s desire to promote and encourage local, “hands-on” opportunities for persons enrolled in higher education programs related to the hospitality and tourism industries, Owner agrees to investigate opportunities for establishing such educational programs or services, which may include on-site college courses or internships on the PUD Property.

**16. Active Recreation**

1. Owner, at its sole expense, shall construct trails and pedestrian paths as set forth in this Agreement and in the PUD Development Plan.

**16.1 Local Golf Program**

1. Owner shall construct a golf practice facility (“Facility”) as depicted on the plan attached hereto as Exhibit “K”. The Facility shall be open to the public and shall include a “Locals Golf Program” consisting of the following:

a. (i) the Facility will have “locals” pricing of no less than 20% off the regular resort rate; (ii) the peak hours for the golf course will be 8:00-10:00 a.m. and 4:00-6:00 p.m., and the peak golf season will be from June 20 to Labor Day (shoulder season will be from opening day to June 20 and Labor Day to closing day); (iii) one tee time is considered a group of no more than four (4) golfers, and the pro shop will reserve the right to pair local golfers to create more efficient tee times; (iv) tee times for Locals will be published seasonally in the local newspaper and made available on-line; and (v) walkers will be permitted. The Locals Golf Program may include one or more of the following special

- b. Weekday Rules for Peak Season. Locals will be allowed to have access to the golf practice facility, or portions thereof, every day during the week. Local access will be limited to two (2) tee times back to back per hour during the peak hours of every day of the week. For the remainder of the day, locals will be allowed up to three (3) tee times per hour. Locals may call the day before, after 5:30 p.m., and if tee times are open, they will be allowed to occupy up to three (3) tee times during peak hours and up to four (4) tee times during non-peak hours.
- c. Weekend Rules for Peak Season. Locals will be allowed to have access to the golf practice facility both days of the weekend. Local access will be limited to two (2) tee times per hour during the peak hours of Saturday and Sunday. During non-peak hours, locals will be allowed up to three (3) tee times per hour. Locals may call the day before, after 5:30 p.m., and if tee times are open, they will be allowed to occupy up to three (3) tee times during peak hours and four (4) tee times during non-peak hours.
- d. Weekday and Weekend Rules for Shoulder Seasons. Locals will be allowed three (3) tee times per hour during peak hours. During non-peak hours, locals will be allowed up to five (5) tee times per hour. Locals may call the day before, after 5:30 p.m., and if tee times are open, they will be allowed to occupy up to four (4) tee times during peak hours and five (5) tee times during non-peak hours.”
- e. Access Restrictions. Owner may reasonably restrict access to the golf practice facility to conduct golf school(s) or other formal instruction.

**16.2 Recreation Contribution**

- 1. Owner agrees to pay \$300,000 into a recreation mitigation fund to be established by the City to mitigate impacts from the Project to active recreation, as reasonably determined by the City.
- 2. Owner may impose a guest fee to recover all or some of the recreation contribution set forth herein.

- 1. The payment shall be made in two installments of \$150,000 each.
- 2. The first installment payment shall be made at the time that the certificate of occupancy is issued for the hotel described in Section 4.3.2, and the second installment payment shall be made within one year thereafter.
- 3. Owner shall furnish the City with a bond, letter of credit, set-aside letter or other security for the payment obligation.

**17. Electric Power**

- 1. All electric power on-site serving the Project shall be underground, with the exception of pad-mounted transformers and other facilities necessary to underground power facilities. Owner acknowledges the Franchise Agreement between Ketchum and Idaho Power Company prohibits above ground installation of new electric transmission lines.
- 2. Owner agrees to pay a proportionate share of the cost of undergrounding electric power lines off-site along Warm Springs Road to accommodate construction of the Project, including the roundabout at Warm Springs Road and Flowers Drive.
- 3. Ketchum acknowledges that upgrading and undergrounding the electric power lines is beneficial to the general public and properties other than the PUD Property.

- 1. Ketchum and Owner shall, in good faith, negotiate an agreement to the effect that the portion of the costs in connection with such development of the electric power lines benefitting properties other than the PUD Property shall be paid by the following, in order of preference: (1) the franchise agreement fund; (2) a local improvement district (“LID”) formed by Ketchum for that purpose; (3) by URA funds; (4) Ketchum general funds; or (5) reimbursement to Owner from the service connection charges collected from such other benefited property owners who otherwise have not paid or contributed their proportionate share toward upgrading and undergrounding the electric power lines.
- 2. In all instances, these preferences are subject to Council or URA Board approval and appropriation which shall be made in accordance with State law.

**18. Green Development**

- 1. Owner intends to employ the following “green” building concepts, alone or in combination, in some or all of the Project, which will be more fully described in Design Review:

- 1. Subject to Design Review

- (i) passive solar design,
  - (ii) natural and non-toxic materials
  - (iii) indoor water features, electro-magnetic and radon mitigation,
  - (iv) regional and renewable building materials, including Douglas Fir timber from fuel reduction onsite,
  
  - (v) energy efficient radiant heating and cooling systems, including geothermal water, if available to Owner, and ground source heat pump systems
  - (vi) appropriate amounts of living plants
  - (vii) water use reduction of laundry activity
  - (viii) minimizing fertilizer and pesticide usage on the golf course
  - (ix) and providing organic bedding and bath products in the guest rooms.
2. Owner's employment of the aforesaid "green" building concepts and those in Sections 15.1 and 15.2 of the Second Update to the Application Submittal dated November 3, 2008 will be evaluated during the Design Review process.



**Attachment B.**

River Run Master Plan

Public Benefits Summary

**Table 5: Special Development Objectives**

<b>Special Development Objective, special Characteristics of the Site or Physical Conditions</b>	<b>Type of Objective</b>	<b>Where Analyzed in Staff Reports</b>
Minimum 4-Star Hotel requiring height waiver to accomplish 150-200 "hot beds" with retail/restaurant and hotel amenities	Economic Development Objective	Eval Stnd #7 - Comp Plan Analysis
Elevation change from SH75 to Big Wood River is 61'; allowing for appropriately placed additional height to have minimal impacts	Special Characteristic of the site	Eval Stnd #2, Eval Stnd #4
Employee housing to be constructed by the Applicant		Eval Stnd #3 Eval Stnd #7 - Comp Plan Analysis
Community housing revenue stream per Annexation Findings of Fact	Social and Economic Development Objective	Eval Stnd #3 Eval Stnd #7 - Comp Plan Analysis
70 + acres of passive open space outside PUD Core	Special Characteristic of the site; Environmental, Aesthetic Objective	Eval Stnd #7 - Comp Plan Analysis Eval Stnd #8
Active Open Space dedication outside PUD Core	Recreational; Economic	Eval Stnd #7 - Comp Plan Analysis Eval Stnd #11
Other Private Active Open Space outside PUD Core: Bald Mountain River Run ski run; bike trails; improved ski experience	Special Characteristic of the site; Recreational & Economic Objective	Eval Stnd #7 - Comp Plan Analysis Eval Stnd #11
Additional Nonmotorized Trails	Recreational; Economic	Eval Stnd #6c
Creation of active public spaces along the Big Wood River; significant interface with rivers edge	Special Characteristic of the site; Recreational & Economic Objective	Eval Stnd #7 - Comp Plan Analysis Eval Stnd #8
Restoration of Big Wood River and Trail Creek corridors; Eco-Park	Special Characteristics of the Site; Environmental,	Eval Stnd #7 - Comp Plan Analysis Eval Stnd #8

wetland improvements outside PUD Core	Aesthetic & Recreational Objectives	
Improvements to road network accessing the ski mountain	Health and Safety Objective	Eval Stnd #6b, c, e
Increase tax base, LOT; increase potential for URA	Economic Development Objective	Eval Stnd #7 - Comp Plan Analysis
Significant arrival statement at Serenade Lane and SH75 with improved traffic movement	Social, Economic, Health and Safety Objectives	Eval Stnd #6 Eval Stnd #7 - Comp Plan Analysis
Shared parking potential for River Run and the City; potential gondola connection in the future	Social, Economic, Health and Safety Objectives	Eval Stnd #7 - Comp Plan Analysis

The waivers requested to achieve these special development objectives are listed and discussed above. Of these, the most significant is the height waiver.

The Applicant has also requested a waiver to the Zoning Code Definition of Hotel. This definition requires that 75% of the building be comprised of "hotel" uses in order to grant height/bulk waivers (See Attachment 5, Analysis of Zoning and Subdivision Codes, to the Council's Findings, Decision and Conditions on Annexation, Comprehensive Plan and Zoning, approved and dated June 7, 2010).

The Applicant has stated that the primary Hotel Building, Building C1, will meet this definition. (Details of the actual square footage breakdown in Building C1 will be provided during a subsequent Design Review process.) The entire PUD area is unique in that it is the portal to the mountain, and contains multiple buildings necessary to create a vital ski base area. The waiver is being requested because when all of the buildings in the PUD core are added together, the definition is not met. The buildings which contain the skier day parking structures are unique to this site, and are requesting a height waiver to accommodate structured parking that is hidden from view by wrapping that parking with residential uses. The Fiscal Impact Analysis submitted by the Applicant assumes that 50% of these residential uses will be included in the short term occupancy pool. Other uses that are in the ski base area include mountain and resort operations. The uniqueness of a ski base area was not anticipated in the City's Hotel definition.

The Commission recommended and the Council agrees that this waiver be granted due to the unique nature of the skier day parking, and the need for multiple buildings housing a variety of ski and resort-related use necessary to create a vital, functioning ski base area.

*Standard #14. Council Conclusions:*

*The Winter Study that provides analysis of the conceptual Tent Diagram, the Applicant's Figures and presentations, and previous Commission recommendations and Council approval of the Annexation and Zoning allow the Council to consider the special characteristics, physical conditions, and general objectives of the Master Plan are sufficient to justify granting of the*

**Attachment C.**

Simplot PUD

Public Benefits Summary

SIMPLOT KETCHUM PROPERTIES  
PUBLIC BENEFITS SUMMARY

<u>Benefit</u>	<u>Value</u>
1. Master Plan versus Piecemeal Lot and Block	
Looks Better	Aesthetic
Works Better	Functional
Better Control	Aesthetic & Functional
2. Sun Valley Center – New Home	
Major Cultural Institution	
Pressing Need for More Space	
Unique Site	
Bargain Sale	\$1,550,000
Sculpture Garden	\$ 400,000 included in Bargain Sale
Usable Basement	\$ 350,000 included in Bargain Sale
Ample Parking	\$ 150,000+
3. Usable Open Space	
2 Parks	Aesthetic
Accessible to Public	\$4,000,000
4. Underground Parking	
140 Spaces	Aesthetic
Open to Public	\$500,000 - \$1,250,000
5. Improved Bike Path	
Tied into Center of Project	Functional
More Accessible to P.O./SV Center/Commercial Core	Functional
Widened and Landscaped with Rest Station	\$ 125,000
5. Stricter Design Standards	
CC Design Standards v. T or 2 <sup>nd</sup> Ave, Private SKP Review Overall	Aesthetic & Functional
7. Community Housing	
15 Units	Community Fabric
	\$750,000 - \$1,000,000
3. Reduced Density	
160,000 SF Maximum GFA v. 182,500 SF GFA Allowable	Aesthetic & reduced impact on surrounding neighborhood
9. Restricted Uses	
Residential Only on West Side	Reduced impact on surrounding neighborhood
Limited Commercial on East Side	
34,000 SF Maximum v. 99,000 SF Allowable	
10. Reduced Traffic	
38% Less	Reduced impact on surrounding neighborhood
11. Bus Shelter	
For Jitney	\$25,000
12. Access to Municipal Parking Garage	
Potential for 120 Spaces Under 2 <sup>nd</sup> Ave.	\$750,000
13. No 5 <sup>th</sup> Street Traffic	
Protects Residential Neighborhood to the West	Reduced impact
14. No 3 <sup>rd</sup> Avenue Thru Traffic	
Protects Residential Neighborhoods to the West and South	Reduced impact
15. Potential Civic Site	
Bargain Sale	<u>\$1,750,000</u>
Total Value of Quantifiable Benefits	\$9,600,000 - \$10,600,000
Mid-Point	\$10,100,000

# October 27<sup>th</sup>, 2020 Staff Report Attachment B.

Ketchum Tribute Supplemental Info presentation dated October 16<sup>th</sup>, 2020



# KETCHUM TRIBUTE

OCT. 16, 2020 | PLANNING COMMISSION  
SUPPLEMENTAL INFO







## **PLANNING COMMISSION SUPPLEMENTAL INFORMATION**

DURING THE SEPTEMBER 28TH KETCHUM CITY PLANNING COMMISSION SPECIAL SESSION FOR THE KETCHUM TRIBUTE HOTEL, SEVERAL ITEMS WERE BROUGHT TO THE DESIGN TEAM AND PLANNING STAFF'S ATTENTION, WITH REQUESTS FOR ADDITIONAL INFORMATION.

PLANNING STAFF IS HANDLING PORTIONS OF THIS RESEARCH REGARDING COMPARISONS TO SIMILAR ENTITLED DEVELOPMENTS. THIS SHORT SUPPLEMENTAL PACKAGE IS INTENDED TO PROVIDE ADDITIONAL INSIGHT ON THE APPLICANT'S POSITION ON THESE TOPICS.

INFORMATION PROVIDED INCLUDES:

EXHIBIT A - COMPLIANCE WITH PUD STANDARDS

EXHIBIT B - ADDITIONAL WAIVER CLARIFICATIONS

EXHIBIT C - PUBLIC BENEFITS OF THE PROJECT

EXHIBIT D - TRAIL CREEK ACCESS DIAGRAMS

EXHIBIT E - PEG & MARRIOTT PANDEMIC PRECAUTIONS

**EXHIBIT A**  
**Compliance with PUD Standards**  
**KCC §§ 16.08.080(A)–(Q)**

**A. Minimum Lot Size.**

The Project is eligible for a waiver of this standard. It meets the definition of a Hotel as “a building designed and used for overnight occupancy by the general public on a short term basis for a fee.” The Project also conforms to the purpose section of the Tourist District: it provide[s] the opportunity for . . . tourist use” by offering lodging to the many tourists who visit Ketchum each year; it is “compatible with the surrounding uses and development because it is adjacent to other hotels; and it “complements and enhances the neighborhood” because it is substantially similar in scale to the other nearby hotels and incorporates state of the art design elements and high quality building materials.

**B. Not detrimental to uses in the surrounding areas.**

The Project is consistent with the Tourist District allowance for hotels and the City's vision for the Entrance Corridor. It borders commercial uses to the North, East, and West, including three other hospitality uses. It is separated from multifamily residential uses to the South by Trail Creek and its natural riparian vegetation.

**C. Has beneficial effect not normally achieved by standard subdivision development.**

The proposed hotel will provide jobs and economic stimulus to the city. It also includes onsite employee housing, a street front restaurant and lounge, banquet/meeting rooms, and a roof top bar with panoramic views of Bald Mountain and Dollar Mountain, all of which would not be available in a standard development without the PUD and waivers. A standard subdivision development would not fit this particular lot with its unique physical characteristics (37' drop in grade and the irregular lot shape).

**D. In harmony with the surrounding area.**

The Project site borders three other hospitality focused uses and incorporates state of the art design that reduces the scale and mass of the building where it abuts other uses. Outdoor spaces are designed to blur the line between interior and outdoor spaces. The Project will include pedestrian pathways across the site to viewpoint areas overlooking Trail Creek and will enhance walkability throughout the neighborhood and the downtown core.

**E. Transfer of density and uses.**

Not applicable. No density or use transfers are requested.

**F. Traffic impacts mitigated.**

A Traffic Impact Study (“TIS”) prepared by Hales Engineering and peer reviewed on behalf of the City by AECOM concludes approval of the finding.

Applicant will construct a left turn lane from Main to River Street and provide signs and striping indicating “right turn only” allowed from River Street to Main.

The Project will implement trip reduction strategies by providing a Guest Shuttle to the airport and local destinations, an Employee Shuttle, a Car Share program, Employee Transit Passes, Employee Carpool program, and onsite bicycle storage. The Project will include pedestrian pathways across the site to viewpoint areas overlooking Trail Creek and will enhance walkability throughout the neighborhood and the downtown core.

**G. Conformance with comp plan, zoning ordinance, and not in conflict with the public interest: analysis of building bulk and other design elements; influence of site design on surrounding neighborhood; and clustering units on the most developable and least visually sensitive portion of the site.**

The Applicant has worked closely with the City of Ketchum on the design to ensure the hotel is aligned with long-term planning objectives for the site and is in harmony with the Ketchum 2014 Comprehensive Plan and the Ketchum Zoning Ordinance. The Project will provide public amenities, employee housing, jobs, and economic stimulus to the city.

The building's mass is greatest along Main Street where it will match nearby hotels with similar mass. The building then scales down with a terraced design to follow the 37-foot drop in grade from River Street where it abuts other uses. The tallest part of the building is limited to the center of the structure and steps away from the edges of the property. The façade steps in and out of plane and is enhanced by layers of balconies. The building footprint pulls back to respect the riparian setback (over 35') along Trail Creek to minimize the impact of the new building on adjacent natural features.

**H. The development plan incorporates the site's significant natural features.**

The Project site includes three significant natural features: the site's location on a bench; Trail Creek along the south property line; and, the 360 degree scenic views from the site including Bald Mountain and Dollar Mountain. The hotel has been designed to step down along the bench topography and create rooftop terraces and public spaces that take advantage of solar orientation and available views. The landscape plan includes pedestrian pathways for hotel guests and the public to access Trail Creek viewpoint areas set outside of the riparian zone setback. The natural riparian landscaping along Trail Creek will be preserved.

**I. Buffer planting strips or other barriers provided where no natural buffers exist.**

Three notable buffer strips are proposed: First, a landscape buffer will be provided within the setback along SH 75/Main Street. Portions of this area will also include an outdoor dining patio toward the intersection of Main Street and River Street with additional landscape and architectural barriers such as raised planters, raised water features, and architecturally integrated railings separating the dining patio from the street. The second landscape buffer will be within the 35-foot setback from the property line adjacent to Trail Creek.

Third, a buffer landscape island will be constructed between the hotel's porte cochere drive and River Street.

**J. Phased development requirements.**

Not applicable. The Project will be constructed in one phase.

**K. Open space requirements.**

46% of the Project site will be open space, which is 11% more than the 35% open space required in the Tourist District.

**L. Maximize privacy and protect solar access to adjacent properties.**

The Project features an interior courtyard located on Level 2 that faces south. The courtyard will be the hotel's private exterior amenities space that is reasonably shielded from the view of most adjacent properties. It also features several architectural balcony elements that serve to create a perimeter of privacy between the guests and the exterior.

Applicant provided a sun study, which demonstrated that the massing of the hotel will have very minimal shade impact on adjacent buildings.

**M. Recreational facilities and daycare requirements.**

Recreation facilities within the Project include a 1,039 square foot fitness center and a 3,277 square foot outdoor terrace, including hot tubs. The proposed use, inclusive of the employee housing units, does not warrant the provision of on-site daycare services.

**N. Special development objectives and special characteristics of the site or physical conditions that justify the PUD.**

Two physical conditions of the site justify granting a PUD. First, the Project site is on a bench with approximately 37 feet of grade change, and, second, the lot is irregularly shaped. To the extent the lot could be developed without a PUD, it would be odd and undesirable with separated buildings and would not fit into Ketchum's gateway as envisioned. At most, the lot might allow one very shallow building along River Street and a second building at the bottom of the site accessible only via SH75 Street, an unsafe access point.

**O. The development shall be complete within a reasonable time.**

Applicant proposes to complete the project in approximately a year and a half and will enter a project completion assurance agreement with the City prior to the issuance of any Building Permit for the construction of the Project.

**P. Public services, facilities and utilities are adequate to serve the proposed project and anticipated development within the appropriate service areas.**

Applicant has met with representatives from street, water, sewer, and fire. Adequate city services are available to serve the Project. Applicant and the City have also met with ITD regarding the Project; ITD supports the Project and requests improvements be installed at the intersection of SH 75/River Street as a condition of Certificate of Occupancy.

**Q. The project complies with all applicable ordinances, rules and regulations of the city of Ketchum, Idaho, except as modified or waived pursuant to this section.**

As conditioned the Project complies with all applicable rules and regulations of the City including the code provisions that allow waivers of design elements and dimensional standards for hotels in the Tourist District.



## WAIVER EXPLANATIONS

THE CURRENT DESIGN OF THE HOTEL IS BASED ON RECOMMENDED PROGRAM AND MASSING IDENTIFIED IN KETCHUM FUTURE LAND USE PLANNING DOCUMENTS. THE HOTEL DESIGN RESPONDS DIRECTLY TO PRIORITIES OUTLINED IN THE GATEWAY STUDY, WHICH SLATED THIS PARTICULAR SITE AS A RECOMMENDED LOCATION FOR A BOUTIQUE HOTEL. IN ADDITION TO COMPLIANCE WITH THIS DOCUMENT, OUR TEAM HAS WORKED WITH PLANNING STAFF, PLANNING COMMISSION, AND CITY COUNCIL FOR OVER 18 MONTHS IN AN EFFORT TO BRING THE BEST POTENTIAL HOTEL PROJECT TO THIS SITE.

THIS PROJECT HAS A DYNAMIC PUBLIC CONNECTION TO MAIN STREET, WITH OPEN DOORS ON AMENITIES SLATED TO BRING PUBLIC BENEFIT TO THE COMMUNITY FOR THE FORSEEABLE FUTURE. THIS PROJECT ALSO INCLUDES A MUCH NEEDED PUBLIC HOUSING ELEMENT THAT PROVIDES ON-SITE PRIVATE RESIDENCES FOR EMPLOYEES, ALL WITH ACCESS TO HEALTHY LIVING SPACES FULL OF NATURAL LIGHT AND CONNECTION TO OUTDOOR SPACES.

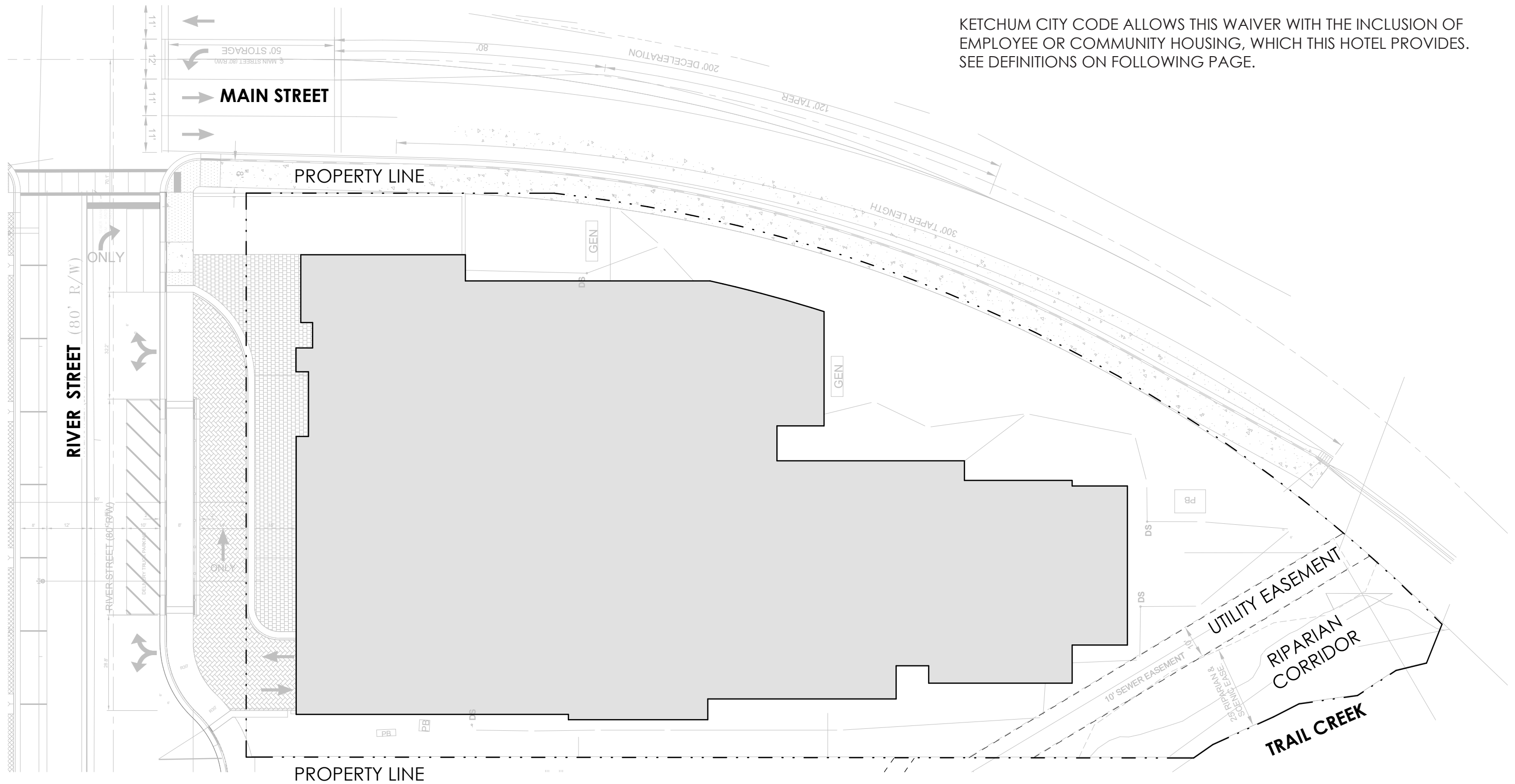
THE SITE IS CHALLENGING WITH STEEP SLOPES AND AN ODD SHAPE, BUT OUR DESIGN RESPONDS TO THIS LANDSCAPE WITH A SERIES OF TERRACES AND LANDSCAPE BUFFERS TO TRANSITION THE EXPERIENCE INTO DOWN TOWN AND THE ADJACENT HOTEL PROJECTS SLATED AT THIS INTERSECTION - BOTH PRESENT AND FUTURE.

ALTHOUGH THIS DESIGN DOES REQUIRE WAIVERS, THE KETCHUM CITY CODE ALLOWS FOR PROJECTS EXACTLY LIKE THIS ONE TO WORK WITH A PUD PROCESS AND GIVES THE CITY AUTHORITY TO GRANT WAIVERS IN THE INTEREST OF CREATING A BETTER FINAL OUTCOME FOR THE COMMUNITY.

## EXHIBIT B - ADDITIONAL WAIVER CLARIFICATION

**WAIVER EXPLANATION - LOT SIZE**

KETCHUM CITY CODE ALLOWS THIS WAIVER WITH THE INCLUSION OF EMPLOYEE OR COMMUNITY HOUSING, WHICH THIS HOTEL PROVIDES. SEE DEFINITIONS ON FOLLOWING PAGE.



**WAIVER 1 | MINIMUM LOT SIZE FOR PUD**

**KCC 16.08.080(A)**

PUD MINIMUM LOT SIZE

A. MINIMUM LOT SIZE OF THREE (3) ACRES. . . . THE COMMISSION MAY RECOMMEND WAIVER OR DEFERRAL OF THE MINIMUM LOT SIZE, AND THE COUNCIL MAY GRANT SUCH WAIVER OR DEFERRAL ONLY FOR PROJECTS WHICH:

- 1. Include a minimum of thirty percent (30%) of community or employee housing, as defined in section 16.08.030 of this chapter;
- 2. Guarantee the use, rental prices or maximum resale prices based upon a method proposed by the applicant and approved by the Blaine County housing authority and/or the Ketchum city council; and
- 3. Are on parcels that are no less than one and one-half (1<sup>1</sup>/<sub>2</sub>) acres (65,340 square feet). Application for waiver or deferral of this criteria shall include a description of the proposed community or employee housing and the proposed guarantee for the use, rental cost or resale cost.

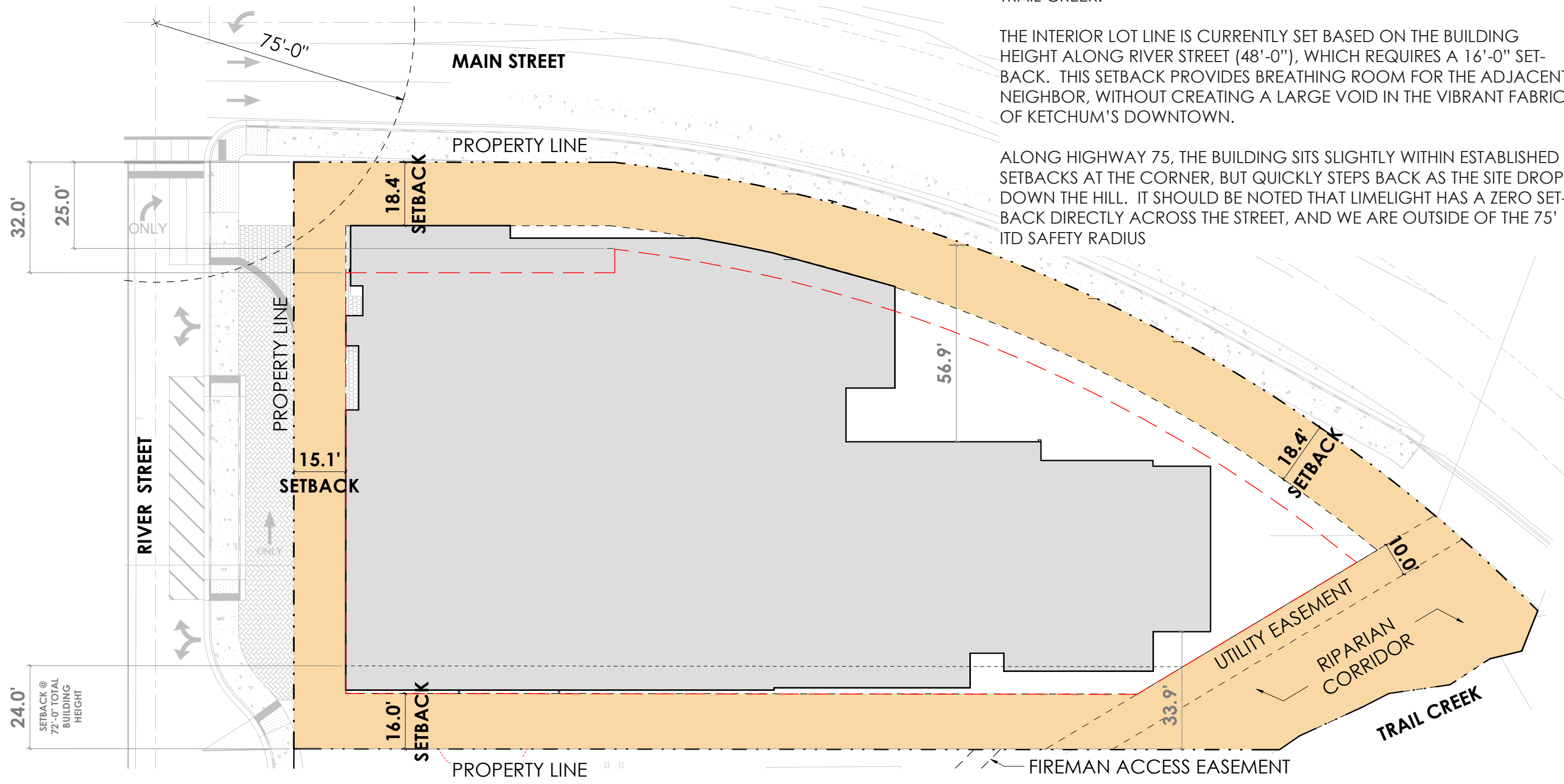
4. For a hotel which meets the definition of "hotel" in section 17.08.020, "Terms Defined", of this code, and conforms to all other requirements of ... section 17.18.100, "Tourist District (T)", of this code. ... Waivers from the provisions of section 17.18.100 of this code may be granted for hotel uses only as outlined in section 17.124.040 of this code.

**WAIVER EXPLANATIONS - SETBACKS**

THIS PROJECT IS CURRENTLY COMPLIANT WITH SETBACKS ON BOTH RIVER STREET AND THE RIPARIAN CORRIDOR REQUIREMENTS ALONG TRAIL CREEK.

THE INTERIOR LOT LINE IS CURRENTLY SET BASED ON THE BUILDING HEIGHT ALONG RIVER STREET (48'-0"), WHICH REQUIRES A 16'-0" SETBACK. THIS SETBACK PROVIDES BREATHING ROOM FOR THE ADJACENT NEIGHBOR, WITHOUT CREATING A LARGE VOID IN THE VIBRANT FABRIC OF KETCHUM'S DOWNTOWN.

ALONG HIGHWAY 75, THE BUILDING SITS SLIGHTLY WITHIN ESTABLISHED SETBACKS AT THE CORNER, BUT QUICKLY STEPS BACK AS THE SITE DROPS DOWN THE HILL. IT SHOULD BE NOTED THAT LIMELIGHT HAS A ZERO SETBACK DIRECTLY ACROSS THE STREET, AND WE ARE OUTSIDE OF THE 75' ITD SAFETY RADIUS



**WAIVER 2 | SIDE YARD SETBACKS**



### **WAIVER EXPLANATION - SETBACKS**

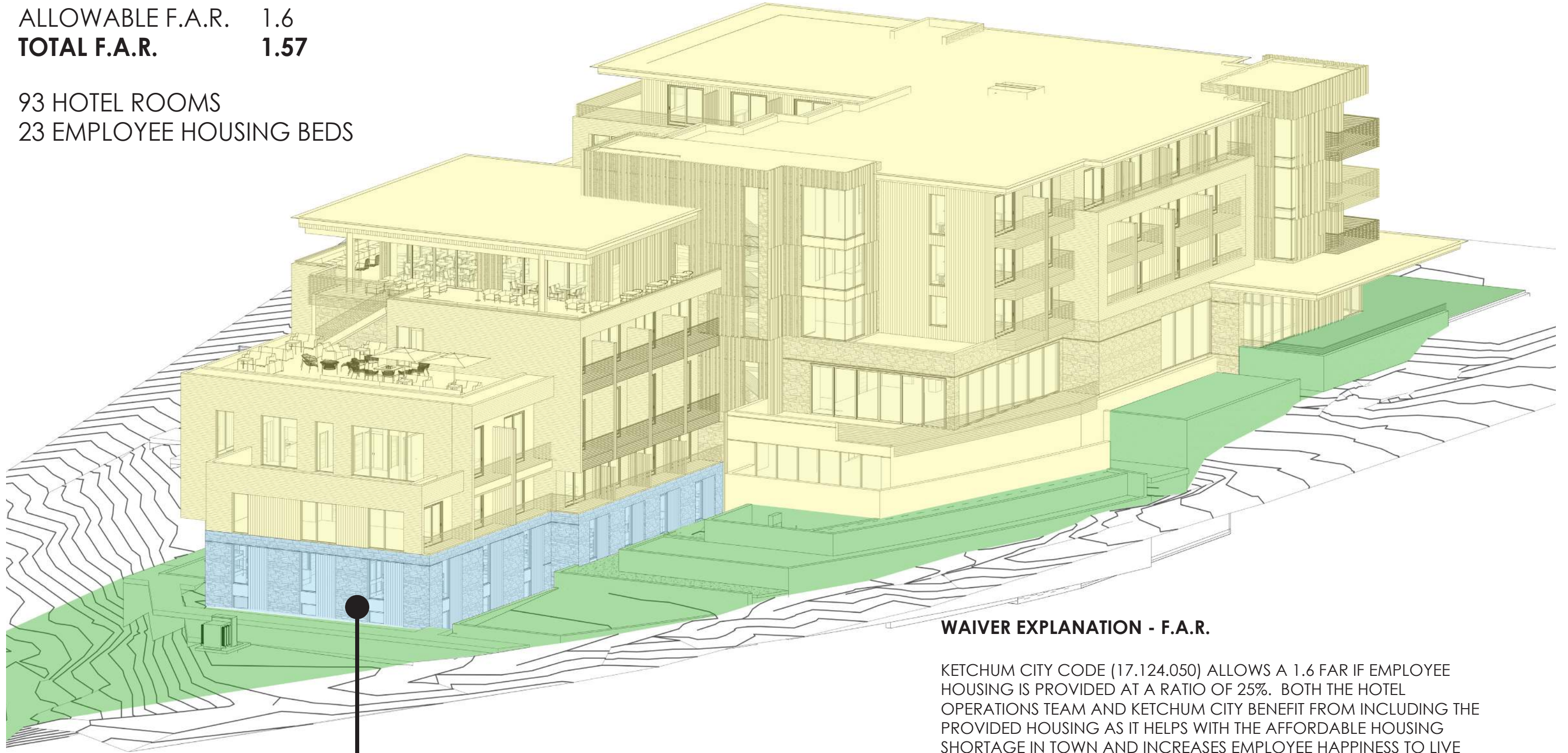
AS PREVIOUSLY MENTIONED, THE 16'-0" SIDEYARD SETBACK IS CURRENTLY ESTABLISHED BY THE 48'-0" BUILDING ELEVATION ALONG RIVER STREET. THIS SETBACK MEETS THE INTENT OF THE CODE BY PROVIDING 1 FOOT OF SETBACK FOR EVERY 3 FEET OF BUILDING HEIGHT. THIS SETBACK IS ALSO LARGER THAN THE NEIGHBORING SETBACK AND GIVES ADEQUATE SPACE BETWEEN BUILDINGS

AS THE SITE DROPS, THE REQUIRED SETBACK FROM THE PROPERTY LINE INCREASES, BUT IT'S WORTH NOTING THIS PORTION OF THE HOTEL IS ADJACENT TO THE TRAIL CREEK TREE CANOPY AND HAS NO DIRECT EFFECT AGAINST THE NEIGHBORING BUILDING.



ALLOWABLE F.A.R. 1.6  
TOTAL F.A.R. 1.57

93 HOTEL ROOMS  
23 EMPLOYEE HOUSING BEDS



**EMPLOYEE HOUSING  
COMPONENT**

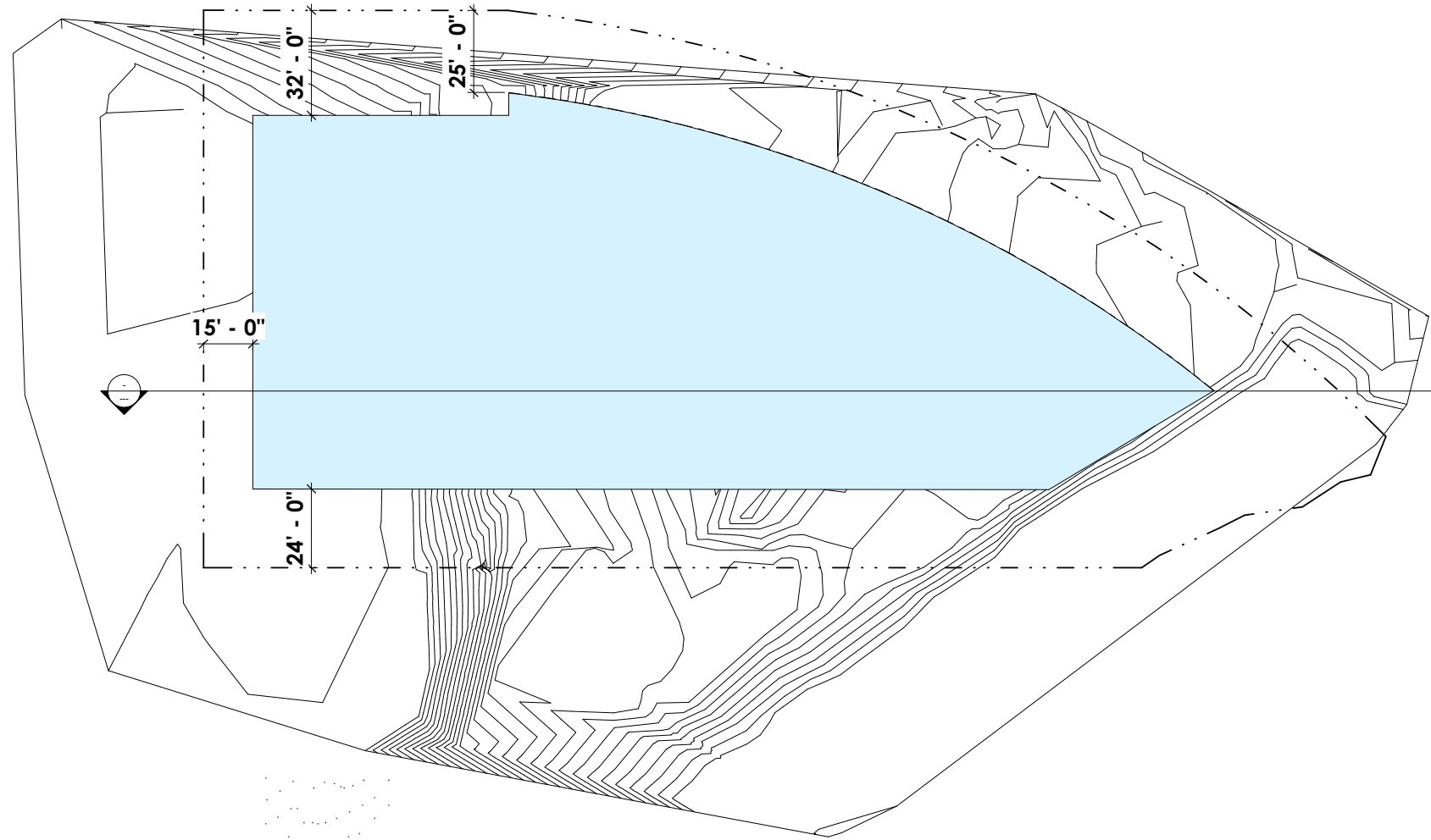
**WAIVER EXPLANATION - F.A.R.**

KETCHUM CITY CODE (17.124.050) ALLOWS A 1.6 FAR IF EMPLOYEE HOUSING IS PROVIDED AT A RATIO OF 25%. BOTH THE HOTEL OPERATIONS TEAM AND KETCHUM CITY BENEFIT FROM INCLUDING THE PROVIDED HOUSING AS IT HELPS WITH THE AFFORDABLE HOUSING SHORTAGE IN TOWN AND INCREASES EMPLOYEE HAPPINESS TO LIVE DOWNTOWN.

OUR TEAM HAS BEEN WORKING CLOSELY WITH NATHAN HARVILL AT BLAINE COUNTY HOUSING AUTHORITY TO MAKE SURE WE ARE PROVIDING THE UNIT COUNTS AND UNIT TYPES THAT KETCHUM NEEDS.

KETCHUM CITY CODE ALSO ALLOWS AN IN LIEU FEE FOR THIS WAIVER, BUT PREFERENCE IS TO KEEP THE HOUSING IN THE PROJECT FOR COMPLIANCE

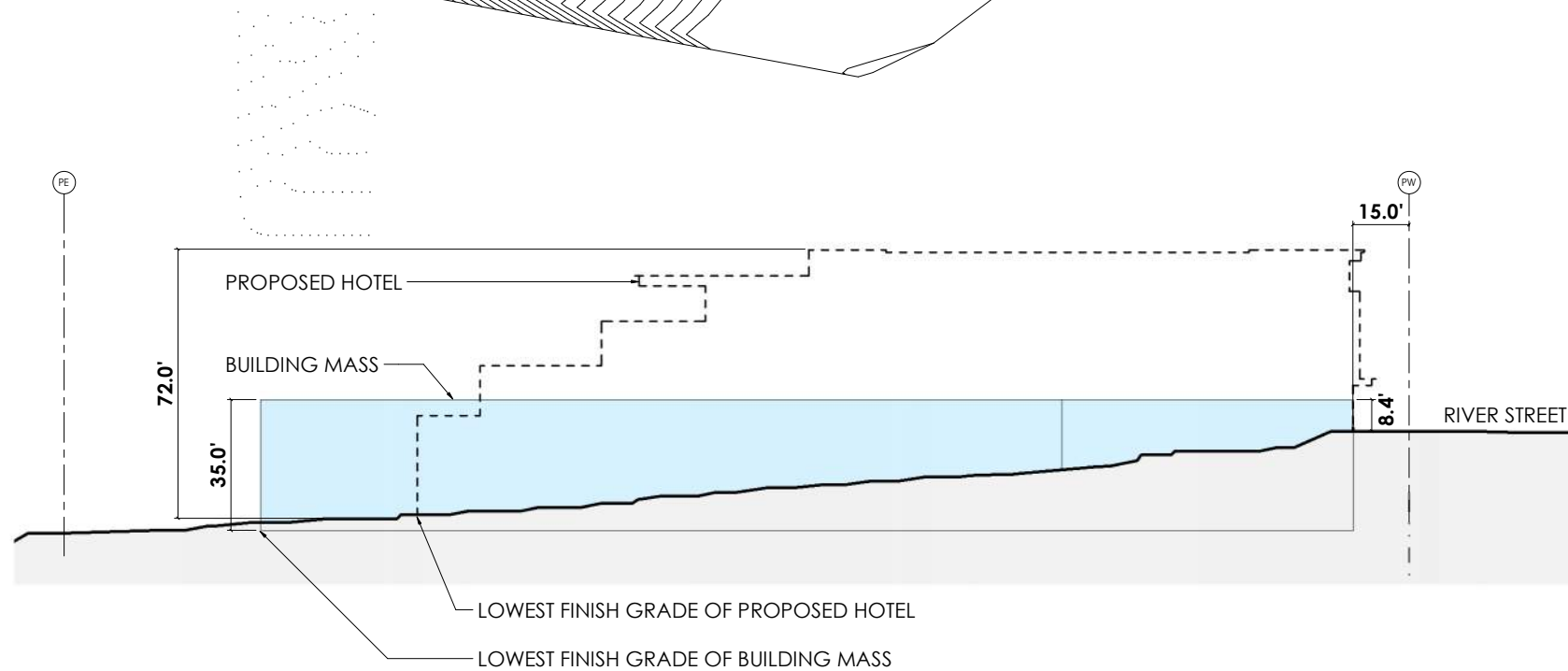
**WAIVER 3 | FLOOR AREA RATIO**

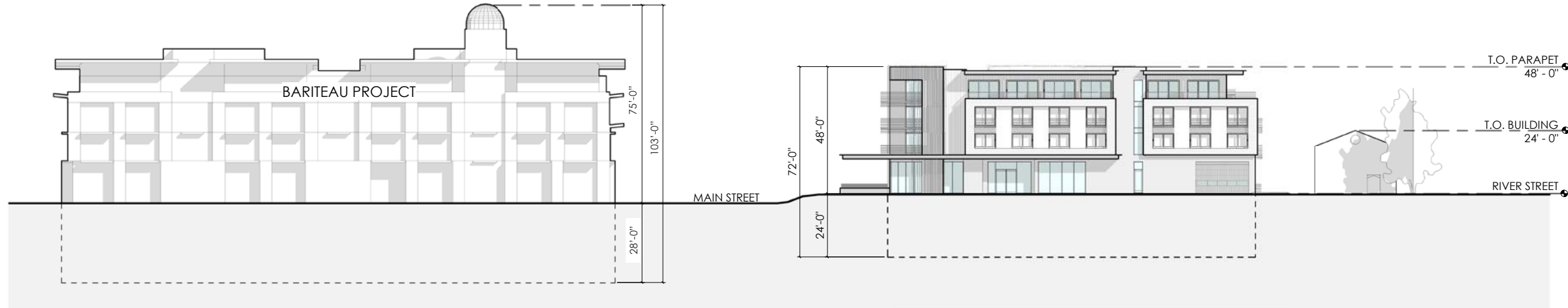


### WAIVER EXPLANATION - BUILDING HEIGHT

KETCHUM CITY CODE DEFINES BUILDING HEIGHT FROM THE LOWEST POINT THE BUILDING TOUCHES NATURAL GRADE, TO THE HIGHEST POINT OF THE BUILDING ROOF. THIS CODE MAKES SENSE FOR FLAT SITES, BUT CREATES A CHALLENGE ON SLOPED SITES (LIKE OURS).

BASED ON THIS DEFINITION, ANY BUILDING BUILT ON THIS SITE WOULD HAVE APPROXIMATELY AN 8'-0" ELEVATION ALONG RIVER STREET. A WAIVER FOR BUILDING HEIGHT IS ESSENTIALLY MANDATORY TO BUILD ANY STRUCTURE ON THIS SITE.



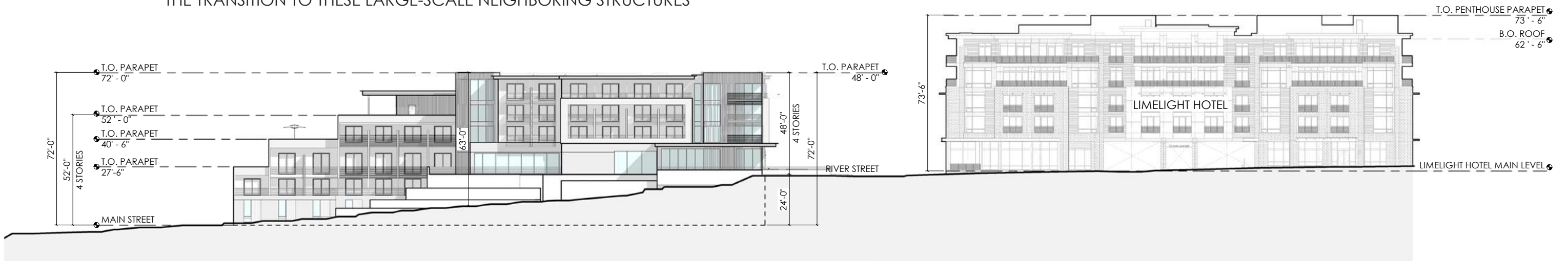


**WAIVER EXPLANATION - BUILDING HEIGHT**

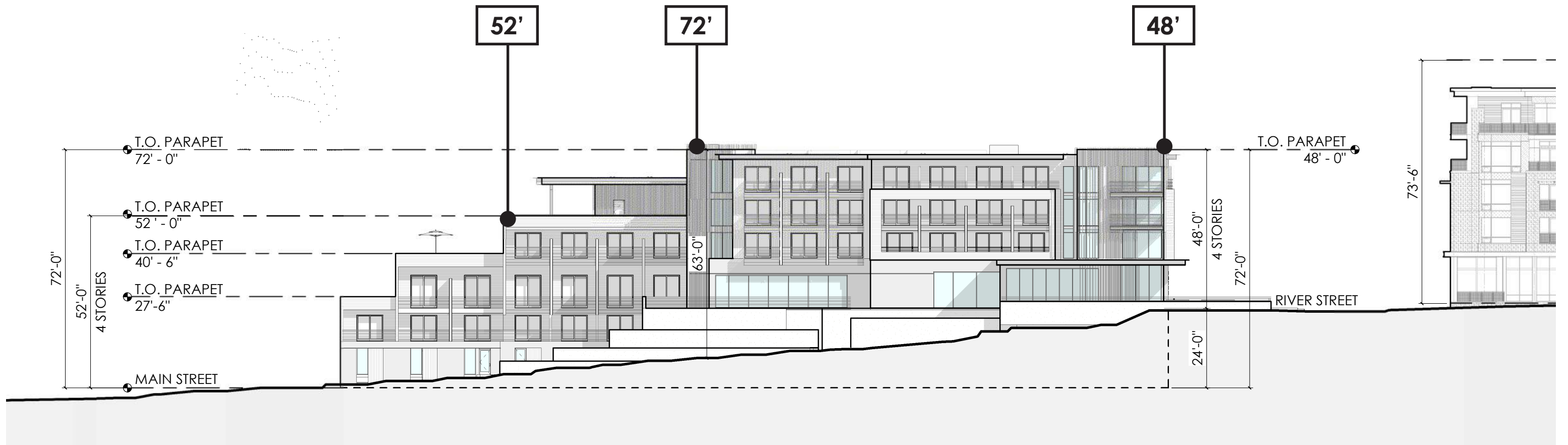
IN ADDITION TO THE PRACTICAL CHALLENGES OF BUILDING HEIGHT DEFINITION IN THE ZONING CODE, THERE IS ALSO THE IMPORTANCE OF THE URBAN FABRIC AGAINST THE ADJACENT HOTEL BUILDINGS.

BOTH LIMELIGHT AND BARITEAU HOTEL ARE WELL ABOVE THE REQUESTED HEIGHT OF THE PROLOGUE HOTEL. AS DISCUSSED IN THE PREVIOUS COMMISSION MEETING, THIS PROPOSED HOTEL DESIGN WILL HELP SOFTEN THE TRANSITION TO THESE LARGE-SCALE NEIGHBORING STRUCTURES

RIVER STREET | NORTH SCHEMATIC ELEVATION  
ADJACENT TO APPROVED BARITEAU HOTEL



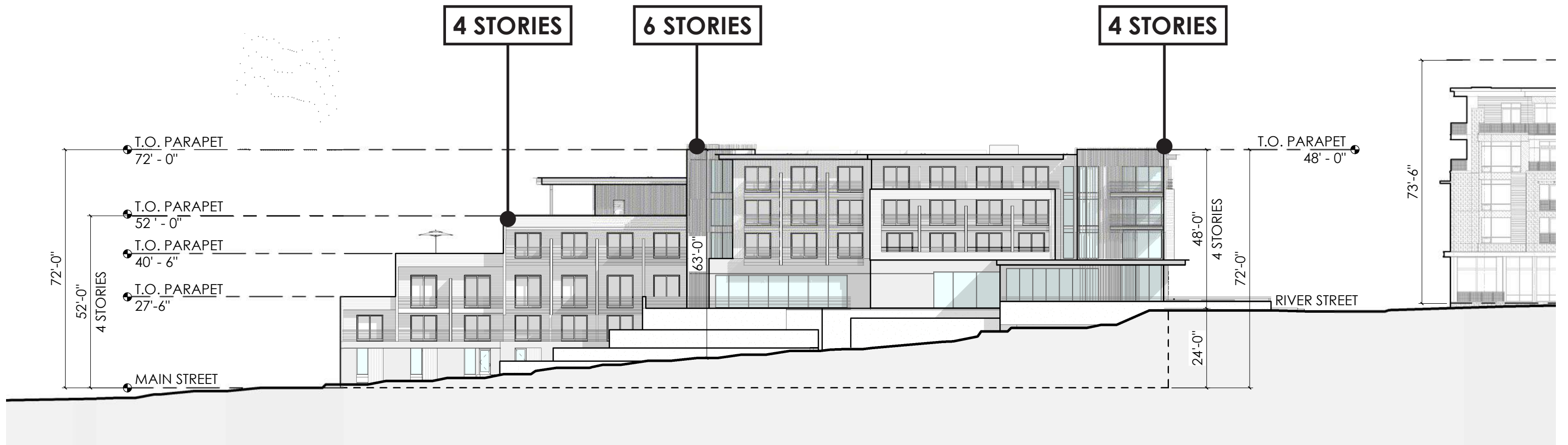
MAIN STREET | EAST SCHEMATIC ELEVATION  
ADJACENT TO LIMELIGHT HOTEL



**WAIVER EXPLANATION - BUILDING HEIGHT**

THE DESIGN OF THIS HOTEL FOLLOWS THE SLOPE OF THE LAND WITH A SERIES OF TERRACES AND STEPS IN BOTH PLAN AND ELEVATION.

BUILDING HEIGHT ON RIVER STREET IS 48'-0", WHICH WILL ALIGN AND COMPLEMENT THE LOWER VOLUMES ON LIMELIGHT. AS THE SITE DROPS, THE BUILDING ALSO DROPS, AND IS RECESSED WITH LANDSCAPE BUFFERS THAT LOWER THE OVERALL SCALE. PER KETCHUM CODE, THE CENTER OF THE BUILDING IS 72'-0", BUT THE PERCIEVED HEIGHT IS MUCH LOWER AS THIS IS MEASURED TO A LOW POINT ON THE SITE, NOT ADJACENT TO THIS MASS.



**WAIVER EXPLANATION - BUILDING HEIGHT**

SIMILAR TO BUILDING HEIGHT, THE NUMBER OF FLOORS IS GREATLY AFFECTED BY THE SLOPE OF THE SITE FROM RIVER STREET TO THE RIPARIAN CORRIDOR BELOW. ZONING CODE ALLOWS HOTELS TO CONTAIN FIVE TOTAL STORIES, AND THE DESIGN TEAM ESTABLISHED THE MAIN ELEVATION ALONG RIVER STREET AS A COMPLIANT FOUR STORY ELEVATION. AS THE SITE DROPS, THE BUILDING ALSO DROPS WITH IT, UNTIL IT TERMINATES AS A THREE LEVEL VOLUME ALONG TRAIL CREEK. THE PORTION OF SIX STORIES OCCURS WHERE THE UPPER AND LOWER VOLUMES OVERLAP AND REQUIRES CONNECTED VERTICAL CIRCULATION.



## **PUBLIC BENEFITS OF THE PROJECT**

THIS PROJECT WILL BRING MANY BENEFITS TO KETCHUM AND THE SURROUNDING COMMUNITY. THESE INCLUDE:

- BOUTIQUE HOTEL - MARRIOTT REQUIRES WE TELL THE LOCAL STORY, NOT A PROTO-TYPICAL SELECT SERVICE TYPE HOTEL. THIS IS NOT LIKE ANY OTHER HOTEL IN THE WORLD. IT IS BUILT SPECIFICALLY FOR KETCHUM.
- ROOFTOP BAR ACCESS WITH PANORAMIC VIEWS OF THE SURROUNDING MOUNTAINS AND VALLEYS.
- RESTAURANT AND BAR ACCESS FOR ALL
- MUCH NEEDED ADDITIONAL MEETING SPACE OPTIONS THAT OPEN UP TO ADJACENT OUTDOOR SPACES WITH NATURAL LIGHT, FRESH AIR, AND SCENIC VIEWS.
- A DEDICATED LEFT TURN LANE ON HIGHWAY 75 AND RIGHT TURN ONLY LANE ON RIVER STREET TO INCREASE SAFETY ON A CURRENTLY FAILING INTERSECTION
- REDEVELOPMENT OF A BLIGHTED PROPERTY IN A PRIME LOCATION AT THE GATEWAY OF KETCHUM - A SITE MASTER-PLANNED FOR HOTEL DEVELOPMENT BY THE CITY OF KETCHUM
- ACCOMODATING GROWTH IN RECREATION AND ACCOMODATIONS AS SKI PASS ACCESS EXPANDS AND COVID RELATED TRAVEL DRIVES VISITORS TO MOUNTAIN WEST DESTINATIONS WITH DRIVE-TO ACCESS
- LONG TERM ECONOMIC VALUE - IMMEDIATE JOB CREATION DURING CONSTRUCTION, AND LONG TERM JOB CREATION WITH OPERATIONS, VISITORS TO LOCAL KETCHUM SHOPS, RESTAURANTS, BARS, ETC.
- EMPLOYEE HOUSING BENEFITS

## **EXHIBIT C - PUBLIC BENEFIT OF PROJECT**

## TRAIL CREEK IMPROVEMENTS

### RIPARIAN RESTORATION

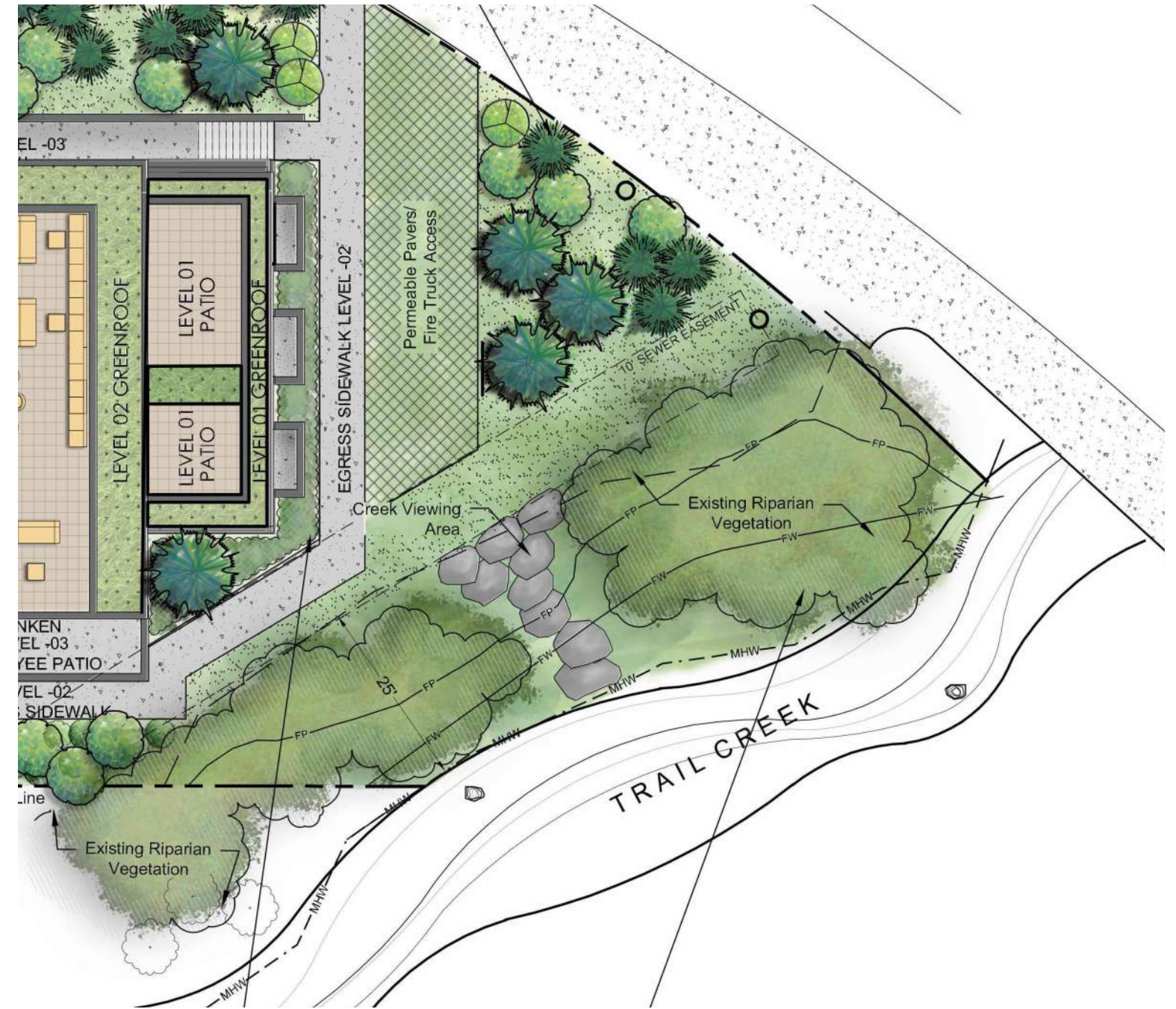
PEG DEVELOPMENT WILL REMOVE EXISTING DEAD BRUSH, BRANCHES, AND UN-NATURAL GREEN WASTE THAT HAS BEEN DUMPED INTO THE RIPARIAN ZONE OF TRAIL CREEK. CURRENT CONDITION OF THIS PORTION OF TRAIL CREEK IS NO LONGER IN ITS NATURAL STATE, AND PROJECT WOULD RESTORE TO A HEALTHIER CONDITION.

### FISHERMANS EASEMENT ACCESS

PROJECT IS PROPOSING A SOFT, NATURAL CONNECTION TO THE TRAIL CREEK FISHERMAN'S ACCESS EASEMENT AT THE BOTTOM OF THE PROPERTY. THIS CONNECTION WOULD BE A NATURAL SERIES OF STACKED ROCK STAIRS AND PROMOTE RESPONSIBLE ACCESS TO THE CREEK.

### RIVER STREET CONNECTION

PEG WILL ENTERTAIN A DISCUSSION WITH KETCHUM CITY REGARDING A POTENTIAL STAIRCASE ALONG THE SOUTHEAST PROPERTY LINE CONNECTING RIVER STREET TO THE RIPARIAN ZONE ON THE PROPERTY. THIS PROPOSED PATH WOULD BE A CODE COMPLIANT STAIR CASE THAT WOULD PROVIDE DIRECT ACCESS TO ALL RESIDENTS OF KETCHUM TO TRAIL CREEK.



## EXHIBIT D- TRAIL CREEK IMPROVEMENTS



## PANDEMIC UNCERTAINTY

SINCE THIS PROJECT WAS INITIALLY PRESENTED TO KETCHUM PLANNING COMMISSION, THE WORLD HAS BEEN TURNED UPSIDE DOWN BY A GLOBAL PANDEMIC THAT HAS CHANGED THE WAY PEOPLE INTERACT, WORK, AND TRAVEL. ONE MAJOR RESULT OF THE PANDEMIC OCCURED THIS SUMMER WHEN RECORD NUMBERS OF VISITORS SOUGHT OUTDOOR DESTINATIONS THROUGHOUT THE MOUNTAIN WEST. ALTHOUGH KETCHUM FELT THIS ADDITIONAL PRESSURE, THIS IS NOT AN ISOLATED CONDITION. TRAVELERS LIMITED TO 'DRIVE-TO' DESTINATIONS FOR THE SUMMER WERE FOUND EXPLORING LOCATIONS CLOSER TO THEIR BACKYARD.

THIS PANDEMIC WILL HAVE A LONG TERM IMPACT ON OUR SOCIAL BEHAVIORS, BUT IS NOT A PERMANENT CONDITION. THAT SAID, OUTDOOR RECREATION IS A BOOMING TOURISM SECTOR, AND OUR PROJECT FILLS THE NEED FOR RESPONSIBLE ADDITIONAL GROWTH BY RECOGNIZING THE POSITIVE IMPACT A THOUGHTFUL, HIGH QUALITY HOTEL PROJECT OF THIS NATURE CAN HAVE TO THE LONG TERM HEALTH OF KETCHUM'S TOURISM ECONOMY.

CBRE, MARRIOTT, AND OTHER REAL ESTATE COMPANIES HAVE FORECASTED THAT BY THE TIME THIS HOTEL IS FINISHED, ADR AND OCCUPANT RATES WILL BE BACK TO PRE-COVID-19, IF NOT BETTER IN DRIVE-TO LOCATIONS SUCH AS KETCHUM.

MARRIOTT HAS STRICT GUIDELINES THAT CREATE A SAFE AND CLEAN ENVIRONMENT FOR ITS GUESTS, WHICH WILL BE INTEGRATED INTO THE OPERATIONS PLAN FOR THIS HOTEL WHEN IT OPENS. SEE BELOW FOR 'MARRIOTT COMMITMENT TO CLEAN' CERTIFICATION CONTENT

## EXHIBIT E - PEG & MARRIOTT PANDEMIC PRECAUTIONS



# Commitment to Clean Certification August 2020

(Last Updated July 29, 2020)

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## Overall Property

Cleanliness Champion			
Q#	Group	Category / Area To Address	Points
1	Overall Property	Cleanliness	1
Criteria	Has your property identified a Cleanliness Champion?		

Hand Washing and Hand Sanitizer			
Q#	Group	Category / Area To Address	Points
2	Overall Property	Cleanliness	1
Criteria	<p><b>Are all associates on property stopping their work frequently and as needed (i.e. after coughing or sneezing) to either wash their hands or use hand sanitizer?</b></p> <p><b>Is hand sanitizer with at least 60% alcohol available to associates?</b></p> <p>Appropriate handwashing includes:</p> <ul style="list-style-type: none"> <li>• Using water at a temperature of around 100F (38C)</li> <li>• Using approved antibacterial <b>soap</b></li> <li>• Washing hands for a <b>minimum of 20 seconds</b></li> <li>• Posting <b>hand washing signs</b> in every department (including any shared spaces such as a break room, cafeteria or locker room) to remind associates</li> <li>• Maintaining clean and accessible hand washing <b>sinks</b></li> </ul> <p>Mark No if any of the above criteria are not met.</p>		

Face Masks			
Q#	Group	Category / Area To Address	Points
3	Overall Property	Cleanliness	1

<b>Criteria</b>	<b>Are all associates wearing face coverings (masks)?</b>
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<b>Personal Protective Equipment (PPE)</b>			
<b>Q#</b>	<b>Group</b>	<b>Category / Area To Address</b>	<b>Points</b>
4	Overall Property	Cleanliness	1
<b>Criteria</b>	<p><b>Are all associates wearing the appropriate Personal Protective Equipment (PPE) during all disinfecting, laundry and engineering activities?</b></p> <ul style="list-style-type: none"> <li>• Properties must provide additional Personal Protective Equipment (PPE) for associates to use based on the Safety Data Sheet (SDS) on MGS or jurisdictional equivalent and manufacturers label for the chemicals and tools they are using</li> <li>• For known/presumed COVID case: Wearing the appropriate PPE which must include eye protection, masks, gloves, and shoe coverings</li> </ul> <p>Note: The Ecolab SDS sheets can be found <a href="#">HERE</a></p> <p>Mark No if any of the above criteria are not met.</p>		

<b>Cleanliness Training: New Hires</b>			
<b>Q#</b>	<b>Group</b>	<b>Category / Area To Address</b>	<b>Points</b>
5	Overall Property	Cleanliness	1
<b>Criteria</b>	<p><b>Have you completed and documented a cleanliness training program for all new hires with cleanliness responsibilities?</b></p> <p>Property leadership must document that each new hire has completed CleanMatters or their own company's training program within 90 days of hire.</p> <p>If you are not using CleanMatters as your training program, your program must minimally include:</p> <ul style="list-style-type: none"> <li>• Detailed cleaning process</li> <li>• Tools for managing day to day housekeeping operations (checklists, job aids)</li> </ul>		

	<ul style="list-style-type: none"> <li>• Process differences for managing occupied and vacant guest room cleaning</li> <li>• Processes for non-guest room cleaning and disinfecting (e.g. public areas)</li> <li>• Descriptions of proper tools and chemical usage</li> <li>• Tools to assist in running an efficient and effective laundry operation (where applicable)</li> <li>• Guidelines for ensuring the safety and security of associates</li> </ul> <p>Documentation should note the course name, date completed and be signed by the associate and hotel leader.</p> <p>Mark No if:</p> <ul style="list-style-type: none"> <li>• Cleanliness training program for new hires is not completed and documented</li> <li>• Cleanliness training does not include the required components</li> </ul> <p>Mark N/A if property has had no new hires in the past 30 days.</p>
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<b>Commitment to Clean Training: All Associates</b>			
<b>Q#</b>	<b>Group</b>	<b>Category / Area To Address</b>	<b>Points</b>
6	Overall Property	Cleanliness	1
<b>Criteria</b>	<p><b>What Commitment to Clean Training modules have your active property associates completed?</b></p> <p>Modules 1-9 are required for all associates or function-specific associates, depending on the module. Refer to module instructions and your Continent Directions for completion deadlines.</p> <p>Americas Franchised Link: <a href="#">Here</a></p> <p>Americas Managed Link: <a href="#">Here</a></p> <p>AP Managed Link: <a href="#">Here</a></p> <p>AP Franchised Link: <a href="#">Here</a></p> <p>CALA Franchised Link: <a href="#">Here</a></p> <p>CALA Managed Link: <a href="#">Here</a></p> <p>EMEA Franchised Link: <a href="#">Here</a></p>		

	<p>EMEA Managed Link: <a href="#">Here</a></p> <p>When marking Yes, select the Commitment to Clean Training modules that have been completed for active associates. Select all that apply.</p> <p>Mark No if active associates have not completed any Commitment to Clean Training modules.</p>
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<b>Commitment to Clean Daily Stand-Up / Meeting</b>			
<b>Q#</b>	<b>Group</b>	<b>Category / Area To Address</b>	<b>Points</b>
7	Overall Property	Cleanliness	1
<b>Criteria</b>	<p><b>Has your property included and delivered the Commitment to Clean daily meeting packets in your pre-shift or daily stand-ups / departmental meetings?</b></p> <p>Your daily stand-up / meeting should be:</p> <ul style="list-style-type: none"> <li>• Held in each department or as a total property team</li> <li>• Discusses total property and department-specific Commitment to Clean training topics, using the daily meeting packets for reference</li> <li>• Held on each shift (Recommended)</li> </ul> <p>Daily meeting packets are included in Commitment to Clean training resources, which can be found here:</p> <ul style="list-style-type: none"> <li>• AP Franchised Link: <a href="#">Here</a></li> <li>• AP Managed Link: <a href="#">Here</a></li> <li>• CALA Franchised Link: <a href="#">Here</a></li> <li>• CALA Managed Link: <a href="#">Here</a></li> <li>• EMEA Franchised Link: <a href="#">Here</a></li> <li>• EMEA Managed Link: <a href="#">Here</a></li> <li>• US/CAN Franchised Link: <a href="#">Here</a></li> <li>• US/CAN Managed Link: <a href="#">Here</a></li> </ul> <p>If the above criteria cannot be met due to social distancing then properties must give associates an opportunity to hear, read or see the Commitment to Clean daily meeting packet material at the start of their shift.</p> <p>Mark No if any of the above criteria are not met.</p>		

<b>US/CAN/CALA Properties Only: Commitment to Clean Plan</b>			
<b>Q#</b>	<b>Group</b>	<b>Category / Area To Address</b>	<b>Points</b>
8	Overall Property	Cleanliness	1
<b>Criteria</b>	<p><b>US/CAN/CALA Only: Do you have a documented “Commitment to Clean Plan”?</b></p> <p>Mark N/A if your property is not in the Americas (US/CAN, CALA).</p> <p>Plans must include detailed steps the hotel is taking to address the following, based upon local requirements, property type, size, and other relevant factors:</p> <ul style="list-style-type: none"> <li>• Associate hand hygiene (washing, sanitization, etc.)</li> <li>• Cleaning products, frequency and protocols throughout the property</li> <li>• Associate PPE and screening processes: masks, gloves, temperature checks (required by Managed by Marriott (MxM) hotels)</li> <li>• Social distancing, including how to address within F+B and M+E spaces</li> <li>• Guest signage for cleanliness and social distancing communications</li> <li>• Guest room entry (housekeeping, In-room dining, etc.)</li> <li>• F+B and M+E execution to promote clean and safe events</li> <li>• Known/presumed COVID guest case handling and room recovery</li> </ul> <p>Associates must be aware of and trained on details of plan and be able to communicate when asked.</p> <p>Mark No if any of the above criteria are not met.</p>		

<b>Property Guest-Facing Signage</b>			
<b>Q#</b>	<b>Group</b>	<b>Category / Area To Address</b>	<b>Points</b>
9	Overall Property	Cleanliness	1
<b>Criteria</b>	<p><b>Has your property implemented guest-facing signage regarding changes in behaviors (e.g., mask wearing) or social distancing, following your Continent and/or operator direction?</b></p> <p>Signage could include:</p> <ul style="list-style-type: none"> <li>• Floor stickers indicating “Please Wait” or “We thank you for staying 6 feet (2 meters) apart”</li> <li>• Signs at the front desk and at elevators reinforcing social distancing, etc.</li> </ul>		

	<ul style="list-style-type: none"> <li>• Americas: signage requiring guests to wear face masks</li> <li>• Other examples per your Continent leaders</li> </ul> <p>NOTE: Signage has not been made a Global Standard. However, we are gathering examples of what properties are doing that is working for them. Your reply will help others. See MGS Resource link above.</p> <p>When marking Yes, include a photo of the property signs. Americas properties should include a photo of guest-facing signage on mask wearing. The question will not be complete when marking Yes unless the picture is attached.</p> <p>Mark No if property has not implemented any guest-facing signage regarding changes in behaviors or social distancing.</p>
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	<p>Effective August 30, disinfection of designated public and heart of house spaces with approved electrostatic sprayer technology will be a global standard for all hotels in the Marriott International portfolio.</p> <p>Refer to your Continent Directions for ordering instructions and training completion deadlines. Associates should not use an electrostatic sprayer until completing the forthcoming required training.</p>
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<b>Barriers Present</b>			
<b>Q#</b>	<b>Group</b>	<b>Category / Area To Address</b>	<b>Points</b>
10	Overall Property	Cleanliness	1
<b>Criteria</b>	<p><b>Has your property implemented barriers (plexiglass, acrylic, safety glass) in any guest-facing areas that require face-to-face or transactional engagement, such as the front desk?</b></p> <p>NOTE: This has not been made a Global Standard. However, we are gathering examples of what properties are doing that is working for them. Your reply will help others. See MGS Resource link above.</p> <p>When marking Yes, include a photo of the barrier. The question will not be complete when marking Yes unless the picture is attached.</p> <p>Mark No if property has not implemented any barriers in any guest-facing areas.</p>		

<b>Electrostatic Sprayer Order</b>			
<b>Q#</b>	<b>Group</b>	<b>Category / Area To Address</b>	<b>Points</b>
11	Overall Property	Cleanliness	1
<b>Criteria</b>	<p><b>Have you placed an order for at least one handheld electrostatic sprayer?</b></p>		

# Public Spaces

Clean and Disinfect: Public Restrooms			
Q#	Group	Category / Area To Address	Points
12	Public Spaces	Cleanliness	1
Criteria	<p><b>Are all public restrooms being cleaned and disinfected based on the volume of use with the recommended disinfectants?</b></p> <p>Mark N/A if any of the following:</p> <ul style="list-style-type: none"> <li>Property does not have any public restrooms</li> <li>Public restrooms are locked and not used for guests/associates due to low occupancy</li> </ul>		

Clean and Disinfect: Public Areas (e.g. Lobby, Fitness Center, Elevator)			
Q#	Group	Category / Area To Address	Points
13	Public Spaces	Cleanliness	1
Criteria	<p><b>Are all public areas of the property being cleaned and disinfected based on the volume of use with the recommended disinfectants?</b></p> <p>Properties must:</p> <ul style="list-style-type: none"> <li>Clean and disinfect registration, concierge, guest relations, business center, retail, lobby and elevator, handrails, tables, chairs, counters, buttons, entrances, water fountains, ATMs, hand sanitizing stations (contactless and pumps) areas based on volume of use with the recommended disinfectants</li> </ul> <p>Mark No if any of the above criteria are not met.</p>		

Hand Sanitizers			
Q#	Group	Category / Area To Address	Points

Q#	Group	Category / Area To Address	Points
14	Public Spaces	Cleanliness	1
Criteria	<p><b>Are hand sanitizer dispensers (contactless, pumps, wipes, etc.) present, functional and properly stocked in all high-traffic public areas throughout the property (e.g., property entrance, front desk, elevator lobbies, etc.), and in heart of house spaces?</b></p> <p>Ensure hand sanitizer dispensers are clean, stocked and operational at all times, and contain at least 60% alcohol.</p> <p>When marking Yes, include a photo of the hand sanitizer dispenser. The question will not be complete when marking Yes unless the picture is attached.</p> <p>Mark No if any of the above criteria are not met.</p>		

No Single Serve F&B			
Q#	Group	Category / Area To Address	Points
15	Public Spaces	Cleanliness	1
Criteria	<p><b>Properties must not offer non-compliant single serve F&amp;B in non-F&amp;B areas (e.g. front desk, fitness center). Is your property compliant with this standard?</b></p> <p>Examples of non-compliant single serve includes apples or pears (i.e. fruit with edible peels), bulk snacks (i.e. nuts on the bar), or water/coffee stations.</p>		

Relocation of Credit Card & Scanning Technology			
Q#	Group	Category / Area To Address	Points
16	Public Spaces	Cleanliness	1
Criteria	<p><b>Where possible, have you relocated all credit card and passport scanning technology to the guest-facing side of the front desk?</b></p> <p><b>Are you disinfecting the equipment based on volume of use?</b></p>		

	<p>Mark Yes if equipment has been relocated, or if relocation is not possible, but associates are following sanitization protocol.</p> <p>Mark N/A if all point-of-sale transactions in the property are contactless.</p>
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<b>Disinfection of Guestroom Keys</b>			
<b>Q#</b>	<b>Group</b>	<b>Category / Area To Address</b>	<b>Points</b>
17	Public Spaces	Cleanliness	1
<b>Criteria</b>	<p><b>Are you disinfecting all used guestroom keys that are returned by guests or collected by associates before reusing them for another guest?</b></p> <p>Mark N/A if property does not use reusable keys.</p>		

## Guestroom

<b>Removal of Bed Scarves</b>			
<b>Q#</b>	<b>Group</b>	<b>Category / Area To Address</b>	<b>Points</b>
18	Guestroom	Cleanliness	1
<b>Criteria</b>	<p><b>Have you removed all bed scarves that cannot be laundered in between each guest?</b></p> <p>Refer to your Continent guidance regarding any additional Operating Supplies and Equipment that should be removed.</p> <p>Mark N/A if property had no bed scarves to remove.</p>		

<b>Sanitizing Wipes</b>			
<b>Q#</b>	<b>Group</b>	<b>Category / Area To Address</b>	<b>Points</b>
19	Guestroom	Cleanliness	1
<b>Criteria</b>	<p><b>Is your property providing guests with sanitizing wipes as an in-room guest amenity prior to arrival?</b></p> <p>When marking Yes, include a photo of the sanitizing wipes provided as an in-room guest amenity. The question will not be complete when marking Yes unless the picture is attached.</p>		

## Back of House

Property Laundry Operations			
Q#	Group	Category / Area To Address	Points
20	Back of House	Cleanliness	1
<b>Criteria</b>	<p><b>Laundry Ops: Check the proper handling of linen/terry, and disinfecting of all areas</b></p> <p>For rooms with known/presumed COVID cases, is your property doing the following:</p> <ul style="list-style-type: none"> <li>• Removing soiled linen/terry from the guestroom in sealed bags and transporting to property laundry for rooms with known/presumed COVID cases</li> <li>• Handling laundry from known quarantine or confirmed COVID guests with additional care, mark bags as “potentially hazardous” and establish handling protocol with third-party vendors. Always follow local jurisdiction guidelines.</li> <li>• Sorting soiled and handling clean linen/terry with appropriate Personal Protective Equipment (PPE)</li> </ul> <p>For the laundry facility area and linen chute/rooms, is your property doing the following:</p> <ul style="list-style-type: none"> <li>• Disinfecting all areas and surfaces (e.g. washers, dryers, dirty/clean linen carts, shelves, etc.)</li> <li>• Mopping floor based on volume of use</li> <li>• Disinfecting Dirty/Clean linen carts based on volume of use, and if not disinfected by outside laundry company</li> <li>• Disinfecting laundry delivery equipment (e.g., boxes and hangers) for clean guest laundry after every use (where applicable)</li> </ul> <p>Mark No if any of the above criteria are not met.</p>		

## Engineering

Air Quality and Filtration			
Q#	Group	Category / Area To Address	Points
21	Engineering	Cleanliness	1
<b>Criteria</b>	<p><b>Is your property taking the below steps to improve Air Quality, i.e. increasing outdoor air dilution and improving filtration?</b></p> <p><b>Steps for Increasing Outdoor Air Dilution:</b></p> <ul style="list-style-type: none"> <li>• Continuously running public space HVAC system that has Outside Air 24/7 during the crisis period</li> <li>• Maximizing Outside Air while maintaining relative humidity/temperature guidelines/pressure drop/CFM flow design</li> <li>• Turning OFF exhaust side energy recovery ventilation</li> <li>• Leaving ON supply side energy recovery ventilation</li> <li>• Maintaining humidity levels between 40-60%rh</li> <li>• Maintaining temperature between the degrees of 68–75 Fahrenheit/20-24 Celsius</li> </ul> <p><b>Steps for Improving Filtration:</b></p> <ul style="list-style-type: none"> <li>• Improving HVAC filtration with high quality filter to the highest level achievable based on equipment design, potentially MERV 13 for public space where air is recirculated</li> <li>• Monitoring HVAC performance to adjust filter frequency change out</li> </ul> <p>Mark No if any of the above criteria are not met.</p>		

Guestroom PTAC/HVAC Units And Filters			
Q#	Group	Category / Area To Address	Points
22	Engineering	Cleanliness	1
<b>Criteria</b>	<p><b>Are your guestroom PTAC/HVAC Units clean? Are you changing the filters at their normal frequency?</b></p>		

## Restaurant & Bar

Menus: Cleaning or Single Use			
Q#	Group	Category / Area To Address	Points
23	Restaurant & Bar	Cleanliness	1
<b>Criteria</b>	<p>Is your property wiping down/discarding menus after each seating, including digital menus, or converting to single-use paper formatting?</p> <p>Mark N/A if:</p> <ul style="list-style-type: none"> <li>Individual menus are not provided to guests</li> <li>Property is not currently operating a restaurant or bar</li> </ul>		

Furniture Disinfection			
Q#	Group	Category / Area To Address	Points
24	Restaurant & Bar	Cleanliness	1
<b>Criteria</b>	<p>Is your property disinfecting F&amp;B furniture after every meal period and disinfecting tables and chairs between customers?</p> <p>Mark N/A if:</p> <ul style="list-style-type: none"> <li>No F&amp;B furniture, tables or chairs currently in use</li> <li>Property is not currently operating a restaurant or bar</li> </ul>		

## Food & Beverage

Action / Service Stations: Contact and Sanitization			
Q#	Group	Category / Area To Address	Points
25	Food & Beverage	Cleanliness	1
<b>Criteria</b>	<p>Are you ensuring associates do not have barehand contact with ready to eat food for all food &amp; beverage action stations?</p> <p>Are you sanitizing food contact stations based on volume of use?</p> <p>Mark N/A if property does not have action/service stations.</p>		

Bar: Contact and Sanitization			
Q#	Group	Category / Area To Address	Points
26	Food & Beverage	Cleanliness	1
<b>Criteria</b>	<p>Are you ensuring associates do not have barehand contact with garnishes, ice and ready to eat food for bartenders?</p> <p>Are you sanitizing food contact surfaces based on volume of use?</p> <p>Mark N/A if property does not have bar/bartenders.</p>		

Buffets: Disinfection And Operating Standards			
Q#	Group	Category / Area To Address	Points
27	Food & Beverage	Cleanliness	1



<b>Criteria</b>	<p><b>If your property has a buffet, is your property disinfecting and rinsing all buffet line areas between meal periods and following Buffet Operating procedures?</b></p> <p>If your property has a buffet, ensure your property is compliant with the Buffet Operations procedures in High-Risk Areas (Form A28) on MGS.</p> <p>Mark N/A if property does not have a buffet.</p>
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<b>Food Preparation Tables: Disinfection</b>			
<b>Q#</b>	<b>Group</b>	<b>Category / Area To Address</b>	<b>Points</b>
28	Food & Beverage	Cleanliness	1
<b>Criteria</b>	<p><b>Is your property disinfecting food preparation tables every 2 hours, disinfecting nightly, and rinsing in the morning?</b></p> <p>Mark N/A if you do not have food preparation tables.</p>		

## Housekeeping

<b>Housekeeping Checkout: Non-COVID</b>			
<b>Q#</b>	<b>Group</b>	<b>Category / Area To Address</b>	<b>Points</b>
29	Housekeeping	Cleanliness	1
<b>Criteria</b>	<p><b>Is your property compliant with the following standards for a non-COVID guestroom checkout?</b></p> <p>Is your property:</p> <ul style="list-style-type: none"> <li>• Prior to disinfection: <ul style="list-style-type: none"> <li>○ Stripping all used and <b>unused</b> linens and terry (e.g. duvet cover, top sheets, fitted sheets, flat sheets, pillowcases, towels, hand towels, wash cloths, bathmats) and removing them from the guest room prior to disinfection</li> <li>○ Removing all guestroom trash prior to disinfection</li> </ul> </li> <li>• Performing routine housekeeping procedures, focusing on disinfection of all high touch hard surfaces <ul style="list-style-type: none"> <li>○ Disinfecting all unused/unopened nonrefillable bath amenities between guests</li> <li>○ Removing and replacing all used and unused mugs/glassware/china/silverware for dishwashing or utilize in-room dishwashers; (no glasses, coffee cups, mugs, china, or silverware should be washed in the guest room sink)</li> </ul> </li> </ul> <p>Mark No if any of the above criteria are not met.</p> <p>Mark N/A if there were no guest checkouts during the past two weeks.</p>		

<b>Servicing an Occupied Guestroom: Known/Presumed COVID Guest</b>			
<b>Q#</b>	<b>Group</b>	<b>Category / Area To Address</b>	<b>Points</b>
30	Housekeeping	Cleanliness	1
<b>Criteria</b>	<p><b>Is your property compliant with the following standards for servicing a guestroom with a known/presumed COVID guest?</b></p> <ul style="list-style-type: none"> <li>• Discontinuing housekeeping services during the guest's stay</li> </ul>		

	<ul style="list-style-type: none"> <li>• Removing sealed trash and bringing directly to the property's trash compactor, not placing in common trash areas (e.g. housekeeping closets, elevator landings, etc.)</li> <li>• Removing soiled linens and terry from the guest room in sealed bags and transporting directly to the property laundry</li> </ul> <p>Mark No if any of the above criteria are not met.</p> <p>Mark N/A if there were no known/presumed COVID checkouts in the past two weeks.</p>
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<b>Quarantine COVID Guestroom (24 hours)</b>			
<b>Q#</b>	<b>Group</b>	<b>Category / Area To Address</b>	<b>Points</b>
31	Housekeeping	Cleanliness	1
<b>Criteria</b>	<p><b>Is your property quarantining a guestroom with a known/presumed COVID guest for 24 hours before disinfection and routine housekeeping procedures?</b></p> <p>Local regulations that supersede this guidance must be followed.</p> <p>Mark No if any of the above criteria are not met.</p> <p>Mark N/A if there were no known/presumed COVID checkouts in the past two weeks.</p>		

<b>Sealed Bags for Trash and Linens: Known/Presumed COVID Guest</b>			
<b>Q#</b>	<b>Group</b>	<b>Category / Area To Address</b>	<b>Points</b>
32	Housekeeping	Cleanliness	1
<b>Criteria</b>	<p><b>Is your property compliant with the following standards for using sealed bags for trash and linens when servicing a guestroom with a known/presumed COVID guest?</b></p> <ul style="list-style-type: none"> <li>• Using sealed bags for trash, linens, and remove ALL linens including blankets and duvet insert</li> </ul>		

	<ul style="list-style-type: none"> <li>• Stripping all used and unused linens, blankets and terry (e.g. duvet cover, duvet insert, top sheets, fitted sheets, flat sheets, pillowcases, towels, hand towels, wash cloths, bathmats) from the guest room <ul style="list-style-type: none"> <li>○ Placing all linens in sealed bags and transporting them directly to property laundry</li> <li>○ Ensuring linens are not held close to the associate's body</li> </ul> </li> <li>• Bagging all guest room trash, sealing, and transporting directly to property trash compactor</li> </ul> <p>Mark No if any of the above criteria are not met.</p> <p>Mark N/A if there were no known/presumed COVID guests in the past two weeks.</p>
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<b>Removing Unused Consumables: Known/Presumed COVID Guest</b>			
<b>Q#</b>	<b>Group</b>	<b>Category / Area To Address</b>	<b>Points</b>
33	Housekeeping	Cleanliness	1
<b>Criteria</b>	<p><b>Is your property compliant with the following standards for removing unused consumables from a guestroom with a known/presumed COVID guest?</b></p> <ul style="list-style-type: none"> <li>• Removing all unused consumables and sealing in a bag, including: <ul style="list-style-type: none"> <li>○ Toilet paper, facial tissue, paper towels</li> <li>○ Reading materials (if still in guest room)</li> <li>○ Guest room coffee amenities (e.g. bulk sugars, creams, stir sticks, etc.)</li> <li>○ Bath amenities (soap, shower caps, etc.) that cannot be disinfected</li> </ul> </li> <li>• Labelling bag with date and holding for 7 days before use</li> </ul> <p>Mark No if any of the above criteria are not met.</p> <p>Mark N/A if there were no known/presumed COVID checkouts in the past two weeks.</p>		

<b>Disinfection of High-Touch Surfaces: Known/Presumed COVID Guest</b>			
<b>Q#</b>	<b>Group</b>	<b>Category / Area To Address</b>	<b>Points</b>
34	Housekeeping	Cleanliness	1

<b>Criteria</b>	<p><b>Is your property compliant with the following standards for performing routine housekeeping procedures, and focusing on disinfection of all high-touch hard surfaces in a guestroom with a known/presumed COVID guest?</b></p> <ul style="list-style-type: none"> <li>• Performing routine housekeeping procedures (e.g. no debris, evidence of prior guest)</li> <li>• Disinfecting all high-touch hard surfaces, including: <ul style="list-style-type: none"> <li>○ All unused/unopened nonrefillable bath amenities between guests</li> <li>○ Residential amenities (large bottle shampoo, conditioner &amp; body wash) as part of the bathtub / shower cleaning process</li> </ul> </li> <li>• Removing and replacing all used and unused mugs / glassware / china / silverware for dishwashing or utilize in-room dishwashers; (no glasses, coffee cups, mugs, china, or silverware should be washed in the guest room sink)</li> </ul> <p>Mark No if any of the above criteria are not met.</p> <p>Mark N/A if there were no known/presumed COVID checkouts in the past two weeks.</p>
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## GM Certification

<b>I understand that misrepresentation is considered falsification of company records (and may be subject to disciplinary action for Marriott managed properties)</b>			
Q#	Group	Category / Area To Address	Points
35	GM Certification	GM Certification	

<b>I understand that I must immediately take action to bring any non-compliant items into compliance with standards</b>			
Q#	Group	Category / Area To Address	Points
36	GM Certification	GM Certification	

<b>As the GM or designee of this property, I certify that all information provided in this form is complete and accurate</b>			
Q#	Group	Category / Area To Address	Points
37	GM Certification	GM Certification	

<b>Name and title of GM or designee</b>			
Q#	Group	Category / Area To Address	Points
38	GM Certification	GM Certification	

<b>Date GM or designee certifies</b>			
Q#	Group	Category / Area To Address	Points
39	GM Certification	GM Certification	

<b>Enter name/title/email address of person entering information</b>			
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Q#	Group	Category / Area To Address	Points
40	GM Certification	GM Certification	

**Email address of Above Property leader**

Q#	Group	Category / Area To Address	Points
41	GM Certification	GM Certification	

**Name of Above Property leader**

Q#	Group	Category / Area To Address	Points
42	GM Certification	GM Certification	

## Form Finalization

**Additional Comments (optional)**

Q#	Group	Category / Area To Address	Points
43	Form Finalization	Form Finalization	

**Criteria**

Use this optional question to provide any additional comments or explanation about your answers to the Commitment to Clean Certification. This question is not required.

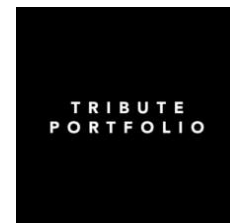
**Enter the email(s) for results delivery.**

Q#	Group	Category / Area To Address	Points
44	Form Finalization	Form Finalization	

**Criteria**

For multiple email addresses use a ; separator

- Do NOT put any spaces in this field
- For Example: [email1@qa.marriot.com](mailto:email1@qa.marriot.com); [email2@qa.marriot.com](mailto:email2@qa.marriot.com)



# October 27<sup>th</sup>, 2020 Staff Report Attachment C.

Staff report to the Planning and Zoning Commission dated September 28<sup>th</sup>, 2020



## City of Ketchum

September 28<sup>th</sup>, 2020

Ketchum Planning and Zoning Commission

### Recommendation to:

**(1) Hold a joint public hearing and receive public testimony on the following applications. The design review hearing will be opened and then tabled which will be set at later date subject to notice.**

- |   |                  |
|---|------------------|
| • Application for Floodplain Development Permit                   | File No. P19-062 |
| • Application for Lot Line Adjustment                             | File No. P19-064 |
| • Application for Planned Unit Development Conditional Use Permit | File No. P19-063 |
| • Design Review   | File No. P20-015 |
| • Application for Waiver  | File No. P20-069 |
| • Permit Conditions Acceptance Agreement                          |                  |

### Background Information Summary

As a result of a noticing error, on April 6, 2020, the City Council adopted and entered in all of the above referenced File No. proceedings except for File No. P20-069 the following orders:

- *Vacating Findings of Fact, Conclusions of law, and Decision of the City Council And Remanding the Application to the Planning and Zoning Commission for Further Proceedings an order vacating the Findings of Fact/Conclusions of Law and Decision of the City Council and remanded the project applications back to the Planning and Zoning Commission for further proceedings and hearings. ( the "Orders")*

In Compliance with the Orders the Planning and Zoning Commission will conduct concurrent hearings on the applications listed below. The project as proposed is consistent with the plans and information presented at the January 21, 2020 City Council hearing.

It is recommended to the Planning and Zoning Commission as is a part of this staff report, that the Commission entertain and approve by separate motion for File Nos. 19-062, and for File No. 19-064, and for File No. 19-063 and for File No. 20-019 and In the Matter of the Permit Conditions Acceptance Agreement ( the "Proceedings") : To include in each separate Proceeding the entire record of for the Proceeding previously made including oral testimony made before the Planning and Zoning Commission and the City Council inclusive of the Order entered on April 6, 2020.

The concurrent applications under review by the Planning and Zoning Commission consist of:

1. P19-064 - Readjustment of Lot Lines (Lot Line Shift) Preliminary Plat
  - An application to combine the three (3) parcels addressed 260 E. River, 280 E. River, and 251 S. Main into one (1) parcel.
2. P19-062 - Floodplain Development/Waterways Design Review

- An application to evaluate the proposal with respect to floodplain and waterways standards because the parcel is adjacent to Trail Creek and contains both Riparian Zone and Special Flood Hazard Area.
- 3. P19-063 - Planned Unit Development (PUD) / Conditional Use Permit (CUP)
  - A Conditional Use Permit for a Planned Unit Development for the hotel project. The Ketchum Zoning Code, Title 17, requires all Planned Unit Developments regulated by Ketchum Municipal Code, Title 16, to also be evaluated under the zoning code's Conditional Use Permit standards.
  - Ketchum Municipal Code allows hotel projects, meeting the zoning code's definition of "hotel" to be evaluated as a Planned Unit Development.
  - The Planned Unit Development application and process allows a developer to request waivers from municipal code standards consistent with KMC 16.04.120, 16.08.080 and 17.124.050.
- 4. P20-069- Application for a waiver from the Planned Unit Development standards
  - Consistent with KMC 16.08.070, waivers are requested to modify the minimum lot size, setbacks (front and side yards), height and floor area ratio (FAR) limitations.
- 5. P-20-015-Application for Design Review
  - A Design Review application for the design of the hotel.
- 6. Permit Conditions Acceptance Agreement (Development Agreement)
  - An application to memorialize terms of agreement related to installation of infrastructure, timing of the development, and so forth.

Prior Actions and Record of Proceedings:

On July 29<sup>th</sup>, 2019 the Ketchum Planning and Zoning Commission held its first public hearings regarding the concurrent land use applications for a new Marriott hotel, proposed by PEG Ketchum Hotel, LLC, for a 1.08 acre site, consisting of three parcels, located at the southwest corner of State Highway 75 and River Street (260/280 E. River and 251 S. Main Street). The Commission held a second hearing July 30<sup>th</sup>, 2019.

The Commission recommended approval of the Lot Line Shift, Floodplain Development/Waterways Design Review, PUD-CUP applications during the July 30<sup>th</sup> meeting and motioned to advance the Pre-Application Design Review application to full Design Review. The Commission continued the hearing on the proposed Development Agreement to their August 12<sup>th</sup>, 2019 meeting and recommended approval to Council during that meeting.

After taking public comment on the proposal on September 16<sup>th</sup>, 2019 (but not reviewing or deliberating on the project) Ketchum City Council held its first public hearings on the concurrent applications on October 7<sup>th</sup>, 2019 and held subsequent hearings on December 2<sup>nd</sup>, 2019 and January 21<sup>st</sup>, 2020. Council took action to adopt Findings of Fact, Conclusions of Law, and Decisions related to the PUD-CUP, Lot Line Shift, and Floodplain Development application on February 3<sup>rd</sup>, 2020. The Council then rescinded (vacated) these Findings on April 6<sup>th</sup>, 2020 and entered the Orders remanding all applications except for File No. P20-069 back to the Planning and Zoning Commission. Application for Waiver File No. P20-069 was filed by the Applicant subsequent to the entry of the Orders and consists of waiver for:

- (1) Minimum lot size for PUDs from 3 acres to approximately 1.05 acres.
- (2) Side yard setbacks from 32 feet to 18 feet 5 inches on the highway/east side, and from 24 feet to 11 feet 8 inches on the interior/west side.
- (3) Floor area ratio (FAR) from 0.5 to 1.57.
- (4) Building height from 35 feet to 72 feet (72 feet is the maximum height from finished grade if measured from the lower sloped portion of the site; 48 feet is the height from grade at River Street).
- (5) Number of floors from 4 floors to 6 floors (6 floors is number of floors if counted from the lower sloped portion of the site; 4 floors is the number of floors above grade at River Street).



The applicant team responded to Council and community input during the Proceedings and revised the physical form of the building (square footage, location on site, bulk, scale, mass, and so forth) over the course of these meetings. These changes to the form of the building and its relation to the site impacted the waiver requests associated with the PUD-CUP application.

Table 1. compares the initial proposal heard by the Planning and Zoning Commission on July 29<sup>th</sup>, 2019 and the final proposal, as conditioned for approval, by City Council on January 21, 2020.

**Table 1. Project Evolution**

<b>Proposed Project Characteristic</b>	<b>First review by P&amp;Z July 29, 2019</b>	<b>Final review by Council January 21, 2020</b>
Total gross square feet	139,295	Approximately 130,000
Floor Area Ratio	1.9	1.57
Open site area	20,699 square feet	21,362 square feet
Building height, total	72'	72'
Building height, measured from River St.	58'	48'
Rear (South/Trail Creek) Setback, Minimum	25'	>35'
Front (North/River Street), Minimum	5'	15'
Side-East (Highway), Minimum	25'	20'
Side-West (Interior lot line), Minimum	5'	12'
Employee housing beds on site	30 beds 12 suites (mix of 1BR and 2 BR) 2 dorm-bunk rooms (8 beds per room)	23 beds one (1) 4BR unit w/ 7 beds two (2) 2BR units 12 studios
Number of hotel rooms	100	92

After Council’s approval of all applications, except for the Development Agreement, the applicant team proceeded to submit a Design Review application to the Planning and Zoning Commission. The Commission approved the Design Review application on March 9<sup>th</sup>, 2020. However, no information related to the Design Review application is included or referenced with this staff report as the need for re-hearing of the PUD-CUP and related applications makes the Design Review application null and void.

Public comment since February 3, 2020

At the time of publication of this staff report 22 written public comments have been received since Council’s last action related to the project on February 3, 2020 (which was adoption of Findings of Facts, Conclusions of Law, and Decisions for all applications except for the Development Agreement; all Findings previously adopted by the Commission and Council were rescinded on April 6<sup>th</sup>, 2020). Comments can be found at:

<https://www.ketchumidaho.org/citycouncil/page/public-comment-development-agreement-232020-through-present>

All written public comment submitted for the prior hearings held by the Commission and Council are included in the Exhibit list (see Exhibits A, B, and C).

All new written public comments received are being included in the public record.

Analysis

To rectify a public noticing commission, all applications have been re-noticed for a new public hearing before the Planning and Zoning Commission for the Monday, September 28<sup>th</sup>, 2020 special meeting.

The applicant proposes no change to the project as previously reviewed by City Council on January 21, 2020.

There are two minor procedural changes, however:

- The Planned Unit Development – Conditional Use Permit applications have been consolidated into the Planned Unit Development application (P19-063) and the former Conditional Use Permit application (P19-066) was withdrawn by the application. All Conditional Use Permit criteria are still applicable, but are being evaluated within the scope of the Planned Unit Development application.
- A formal Application for Waiver (P20-069) has been submitted to accompany the Planned Unit Development application.

Because there have been no changes to the project proposed by the applicant, all prior staff reports and plan submittal sets from the applicant are included as Exhibits for the Commission's review. For ease of reference, the plan set reviewed by Council during their last hearing, dated January 21, 2020, has been extracted and is included as a separate Exhibit. All Exhibits are listed at the end of this staff report.

Because there have been no changes to the project, and because the general physical condition of the neighborhood has not changed significantly since Council's last review of the project on January 21, 2020, staff's analysis of the project contained in the prior staff reports has not changed.

#### Public Hearing Process

The applications before the Commission are to be reviewed during the new public hearing proceedings. The Commission should follow the same procedure for all new public hearings: consider each application submitted by the applicant team, consider public comment, and deliberate on the merits of the project as they relate to specific standards of evaluation of the municipal code.

#### Commission Options

The Commission may:

1. Move to continue the hearing on any/all of the applications to a date certain, or
2. Move to continue the hearing on any/all applications to a date certain and direct the applicant to prepare and submit supplemental information and exhibits, or
3. Move to recommend approval to City Council, with conditions or modifications, or any/all of the applications, or
4. Move to recommend denial to City Council of any/all of the applications.

Note: The Commission should table the Design Review application and the Permit Conditions Acceptance Agreement application as these applications can not be acted upon until Council makes a decision on the Planned Unit Development application.

If the Commission recommends approval of any/all applications the Commission should also make a motion to direct staff to prepare Findings of Fact, Conclusions of Law, and Decisions on said applications.

#### Exhibits

- A. Written public comment received after February 3<sup>rd</sup>, 2020 to present [Link](#)
- B. All written public comment received July 15<sup>th</sup>, 2019 to September 11<sup>th</sup>, 2019 [Link](#)
- C. All written public comment received for Council hearings through February 3<sup>rd</sup>, 2020 [Link](#)
- D. Planning and Zoning Commission staff report and attachments, March 9<sup>th</sup>, 2020 [Link](#)
- E. Applicant's plan set prepared for the March 9<sup>th</sup>, 2020 Planning and Zoning Commission meeting [Link](#)

- F. Planning and Zoning Commission staff reports and attachments, February 24<sup>th</sup>, 2020 [Link](#)
- G. Applicant's plan prepared for the February 24<sup>th</sup>, 2020 Planning and Zoning Commission meeting [Link](#)
- H. Applicant's *Design Update* plan set, dated January 21, 2020, presented during the January 21<sup>st</sup>, 2020 City Council meeting [Link](#)
- I. City Council staff report and attachments, part 1, January 21st, 2020 meeting [Link](#)
- J. City Council staff report and attachments, part 2, January 21st, 2020 meeting [Link](#)
- K. City Council staff report and attachments, December 2<sup>nd</sup>, 2019 meeting [Link](#)
- L. City Council staff report and attachments, October 7<sup>th</sup>, 2019 meeting [Link](#)
- M. Planning and Zoning Commission staff report and attachments, August 12<sup>th</sup>, 2019 meeting [Link](#)
- N. Planning and Zoning Commission staff report and attachments, for July 29<sup>th</sup> and July 30<sup>th</sup> 2019 meetings [Link](#)
- O. Application for Waiver P20-069 [Link](#)