



## AGENDA

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**If you would like to comment on a public hearing agenda item, please select the best option for your participation:**

1. Join us via Zoom (*please mute your device until called upon*).  
**Join the Webinar:** <https://ketchumidaho-org.zoom.us/j/88144557330>  
Webinar ID: 881 4455 7330
2. Address the Commission in person at City Hall.
3. Submit your comments in writing at [participate@ketchumidaho.org](mailto:participate@ketchumidaho.org) (*by noon the day of the meeting*).

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

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### CALL TO ORDER:

### ROLL CALL:

### COMMUNICATIONS FROM COMMISSIONERS:

1. Public Comment #1

### CONSENT AGENDA:

*Note re: ALL ACTION ITEMS - The Commission is asked to approve the following listed items by a single vote, except for any items that a commissioner asks to be removed from the Consent Agenda and considered separately.*

2. ACTION ITEM: Approve minutes of February 15, 2022.

### PUBLIC HEARING:

3. Recommendation to consider concurrent Design Review, Variance, Lot Consolidation Preliminary Plat, and Condominium Subdivision Preliminary Plat for the 460 N Main Street Mixed-Use Building/5<sup>th</sup> & Main Condominiums.

- [4.](#) Recommendation to consider Draft Ordinance 1234 and Draft Conditional Use Permit Policy Statement.
- [5.](#) Recommendation to approve Zoning Code Interpretation 22-001 regarding redeveloping non-conforming properties within the Mountain Overlay.

**NEW BUSINESS:**

**ADJOURNMENT:**

Robert Korb  
P.O. Box 249  
Ketchum, ID 83340

March 7, 2022

Sent by email: [participate@ketchumidaho.org](mailto:participate@ketchumidaho.org)

Re: 460 N Main

Dear Mayor, City Council and P&Z Members,

I am the managing member of Yacho, LLC, the owner of Lot 8, Block 5, Ketchum Townsite, ("Lot 8"), located across the alley from the proposed 460 N Main project.

I welcome the project but I am concerned regarding any change, enlargement or additional screening of the utility boxes blocking the north end of the alley that may further restrict access to Lot 8.

It is requested that any required changes to the utility boxes and enclosure do not further impede vehicular ingress and egress to Lot 8 and enable the full use of the alley to back and turn a vehicle in order to access 4<sup>th</sup> Street going forward.

If 460 N Main is permitted to place additional utility boxes in the alley for its benefit it is requested that Lot 8 be entitled to do the same when it is developed.

Further, it is requested that the public be entitled to access the alley by the proposed 5<sup>th</sup> Street stairs. Access is difficult at this time due to the alley slope and utilities encroachment.

Due to the short time period to review the application which was first available online last Thursday afternoon, I reserve further comment at this time.

Please include this letter as part of the file for this project.

Thank you,



Robert Korb

**From:** [PATRICIA DAVIES](#)  
**To:** [Participate](#)  
**Cc:** [karknot@cox.net](mailto:karknot@cox.net); [fishms01@gmail.com](mailto:fishms01@gmail.com); [bluebirdfarm@live.com](mailto:bluebirdfarm@live.com)  
**Subject:** Proposed house on 6th and Spruce Sts.  
**Date:** Friday, March 04, 2022 12:29:31 PM

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Dear P and Z Commissioners/City Council;

As a 54 year Resident of Blaine County, I just read the Mt. Express article on line, since I'm away from home in Hulen Meadows.

The article w/photo,of possible design for a house on 6th and Spruce Sts, HORRIFIES ME!! My mother owned the old house on that lot in the early 70's and we lived there, before it was sold and ultimately demolished.

It would be a travesty for Ketchum to allow this, as it would set a precedent for ALL to see, as one of the HIGHEST HILLSIDE lots in town!!

PLEASE take into consideration OUR town doesn't need to make the cover of Architectural Digest just to please some Billionaire Newbie!!

Respectively,

Patricia Davies

[edppd@cox.net](mailto:edppd@cox.net)

March 8<sup>th</sup>, 2022

To the Mayor, City of Ketchum, City Council, and Ketchum Planning & Zoning Commission:

I moved here 5 years ago with my wife and 3 young children. We've been visiting Sun Valley our entire lives and could not have picked a better place to plant our roots and raise the kids. We're proud to be stakeholders in the Wood River Valley community and to call this place our home.

We never expected to see the immense wave of demand that overtook our market the past 2 years – we knew this place might one day be 'discovered', but this is beyond our wildest imagination. Restaurants often times have lines out the door. We now see small lift lines on Bald Mountain on the weekends. We sit through a couple minutes of traffic on Highway 75 going to or from work, and the shoulder seasons have all but disappeared - it's a very different situation from the past luxuries we've all enjoyed while living in this small mountain town.

Change is strange and uncomfortable for many, but we cannot stop it without perpetuating the issues at hand. We need to acknowledge the 'new world' and accommodate the skyrocketing demand as intelligently as possible by focusing on smart policy. I applaud the City of Ketchum for focusing on affordability and overall smart growth, and I want to provide suggestions for consideration through my lens as a local renter, a local small business owner, a local commercial property owner, and experienced real estate developer and finance professional.

I can put up with the impacts I noted above, but I will not put up with the affordability issues we're seeing in our valley. I know several people who have either exited the Wood River Valley completely, or plan to leave soon if they cannot locate attainable housing arrangements. Fortunately, the City of Ketchum has some great incentives within the zoning code to create more work force housing product. For instance, my business partner and I are proud that approximately 5,000 SF of on-site deed restricted housing will be available in a proposed project in the Community Core. There are other projects, like ours, that are delivering a great mix of commercial and residential space, including deed restricted units for local workers. But in order to deliver these housing units, we need to emphasize an efficient, objective entitlement process so that developers can put shovels in the ground as soon as possible and start building! If demand grows, but supply remains flat, prices go up – this is economics 101. Sprinkle in the Airbnb conundrum, which effectively reduces local housing supply, and prices go cataclysmic. Nobody knew that the Ketchum population would rocket up 25% between 2019 and 2020, and therefore the market did not build enough product to satisfy the demand.

In order to encourage the efficient supply of additional residential space in downtown Ketchum, I want to offer a few suggestions based on my experience:

**CUP REQUIREMENT – SUBJECTIVE PROCESS IS NOT THE WAY:**

An objective, quantifiable code and entitlement process is essential. It provides developers with enough clarity to take the risk of buying a site, hiring an architect, and spending additional time, money, and resources to assemble a team and design a building to present to the Planning & Zoning Commission (“KPZ”). To the layperson this process looks easy, but I can assure you that developing a high-quality mixed-use building is already complicated and inherently risky. I am therefore concerned with the proposed creation of a subjective programmatic approval process via the proposed CUP. Can we really expect developers to spend millions of dollars to purchase a piece of property, then spend hundreds of thousands of dollars on architects, structural engineers, and civil engineers...only to go in front of KPZ and find out that the programmatic characteristics of the project don’t align with their current subjective desire? This subjective process would add additional risk and additional project cost, which translates into slower product delivery and more expensive sale/lease prices. I believe the market will build what the market needs, however if consensus from stakeholders is that we want to further regulate the programmatic nature of a development, we need to codify it objectively so that developers and architects can plan for it early in the process.

#### **SHORT TERM RENTALS:**

According to AirDNA.com, there are over 525 short term rentals in Ketchum, and 380 short term rentals in Sun Valley alone – these were residences available for long term rental or purchase by locals. The removal of these units essentially reduced our supply of housing in a time of insatiable demand. As part of the “emergency” process, please focus more energy on the short-term rental issue as opposed to more regulation of development – **I’m more convinced than ever that this is the single biggest problem impacting our housing stock in the Wood River Valley.** By the way, the State of Idaho apparently prohibits the city from directly regulating the short-term rental pool – we can tax them to make long term rental more attractive though, correct?

#### **REQUIRE MINIMUM RESIDENTIAL DENSITIES:**

The new ordinance proposes minimum residential densities in the CC, T and GR-H zones. While I agree we need more housing, we need to think about the repercussions of programmatic regulation. Do we really create more “affordable units” by requiring a developer to build four 1,000 SF homes rather than two 2,000 SF homes – they may still cost upwards of \$1,000,000 given construction costs. And, as noted above, the State of Idaho prohibits the direct regulation of short term rental units – are we thinking about the fact that short term rental investors will buy up these smaller units we’d force developers to build (*smaller units are extremely profitable and more attractive than larger units*) to purchase these units and rent them out on Airbnb? A possible solution for that concern is listed below, but the point is we need to slow down and think about all of the unintended outcomes.

#### **“INDUSTRIAL” DISTRICT:**

As part of this declared emergency, consider reviewing current permitted uses in the LI zones (1, 2, and 3). This huge swath of land is by name an industrial district, but by use its a mishmash of industrial and non-industrial businesses in the heart of downtown Ketchum. I absolutely recognize the economic significance of industry; however, I believe the city needs to look at opening up the available uses within the district. As part of the “emergency”, this would provide some immediate relief for many commercial and retail users seeking space in downtown Ketchum, and could provide much needed housing for future redevelopment.

### **WORK TOGETHER AS A “REGION”:**

I support the construction of work force housing in Ketchum, but we simply do not have enough affordable land to satisfy demand. I therefore encourage our leaders to think regionally, and work together with Hailey and Bellevue in planning for additional work force housing. Land is far cheaper and more plentiful in Hailey and Bellevue, which means developers can construct more work force housing product for the same amount of money, and the end user will pay less. If we think about this issue from a regional perspective, we may discover more solutions and more ways to supply additional product.

### **PENTHOUSES:**

The narrative right now is that greedy developers are destroying the existing housing stock, replacing it with scarcely occupied penthouses, and killing the vibrancy of downtown Ketchum. Yes, there are instances of affordable, local homes being demolished for giant McMansions within single family zones. But the rhetoric around Penthouses in downtown Ketchum is interesting...

- By my count, there were only ~10 new Penthouses constructed in downtown Ketchum over the past few years.
- Counter to the narrative that no one lives in these Penthouses, many are or will be occupied by full time residents.
- We need to remember that these Penthouses occupy air space that was previously empty – we have a lot of airspace, but a finite amount of land. So back to supply and demand, let’s celebrate building up rather than out into the mountains.
- Most importantly, the development and sale of these Penthouses funds the construction of commercial and residential units for varying businesses and income brackets, including our lower income work force. It is very expensive to build in Ketchum. If we want high quality product in the downtown, then the penthouse is a means to an end. Please realize that the focus on Penthouse units as this evil destruction of Ketchum is unproductive and in fact foolish if we want to increase the supply of attainable housing and retail units. Penthouses subsidize the construction of local housing we so desperately need.

### **INCENTIVES:**

I believe incentives are the best mechanism to provide strong outcomes. The bonus 2.25 FAR incentive, for example, is a great way to incentivize developers to construction attainable housing

in our community. I personally do not support building higher than the currently codified zoning heights, but are there other incentives that we should review such as property tax abatements, reduced permitting fees, streamlined zoning review timelines etc.?

To counteract the possibility that Short Term Rental investors might buy up our existing condo product, developers can choose to restrict short term rentals as declarant for the CC&Rs – can we incentivize or reward this developer behavior?

**SUMMARY:**

In summary, thanks again for focusing on these issues, and please consider this constructive feedback as you look to frame development policy. We need more housing in Ketchum, and we need to build it now. I believe some of the proposed policy will slow the delivery of housing in the Ketchum core. Let's take our time, conduct sufficient analysis, and consider all stakeholders in the matter. Thus far, the ordinances have come at us quickly, and it's been challenging for the community to digest the consequences. I'd look forward to additional workshops where the community has time to provide input and study supply/demand impacts.

Thank you,  
Broderick Smith



**From:** [Jennifer Hoey-Smith](#)  
**To:** [Participate](#)  
**Subject:** Emergency CUP  
**Date:** Monday, March 07, 2022 6:36:54 PM

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Hello Commissioners,

I am writing to let you know as a Ketchum business owner of 20 years and property owner, I strongly disagree with this CUP. I believe it is possible to allow Ketchum to grow and support our businesses without so much limitation. In my opinion, the city should be incentivizing developers and land owners to build the mix and density desired, not making it harder to build. My business is depends on growth as well as new families moving here and personally I appreciate new people and fresh perspectives. Telling owners what to build infringes on property rights given to owners through the city's current municipal code. If you are looking for a safe way forward, I suggest the city planners and/or commissioners should be doing workshops with stakeholders (builders, developers, architects, land owners, etc) to find a better path forward and develop what they are looking for.

Sincerely,  
Jennifer Hoey Smith

**Jennifer Hoey Smith, ASID**  
Jennifer Hoey Interior Design



Studio 208.726.1561  
Fax 208.726.1861  
Mail PO Box 6409 • Ketchum, ID 83340  
Ship 300 North Main Street, Suite 202 • Ketchum, ID 83340  
Website [jenniferhoey.com](http://jenniferhoey.com)



**From:** [bb3b](#)  
**To:** [Participate](#)  
**Subject:** Emergency ordinance feedback  
**Date:** Monday, March 07, 2022 7:49:26 PM

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Hello - I am a Ketchum business operator and property owner. I strongly disagree with the ordinance as drafted for the reasons stated below:

- 1) The city planners and/or commissioners should conduct workshops with stakeholders (builders, developers, architects, land owners, etc) to develop a robust, long term plan, that aligns with what they are looking for in the city core.
- 2) The city should be incentivizing developers and owners to build the mix and density desired, not making it harder and more costly to build.
- 3) More hurdles and increased project costs add to the housing and commercial unit inventory shortages.

Thank you for your consideration.

Bill

**From:** [Jeff Smull](#)  
**To:** [Participate](#)  
**Cc:** [Neil Bradshaw](#)  
**Subject:** Ketchum Emergency Ordinance  
**Date:** Tuesday, March 08, 2022 9:56:30 AM

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To all,

I support the upcoming Emergency Ordinance. Now is the time to put on the brakes, before it's too late, and assess if the current ordinances are advancing or deteriorating the long term viability of our economy and community.

Thank you for your service to the community,

Jeff Smull  
Ketchum Resident

**From:** [Jay Emmer](#)  
**To:** [Amanda Breen](#); [Neil Bradshaw](#); [Michael David](#); [Jim Slanetz](#); [Courtney Hamilton](#); [Brenda Moczygemba](#); [Matthew Mead](#); [Tim Carter](#); [Spencer Cordovano External](#); [Neil Morrow](#); [Participate](#)  
**Subject:** Ketchum Proposed Interim Emergency Ordinance 1234  
**Date:** Tuesday, March 08, 2022 11:15:57 AM

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Commissioners, Council and Mayor;

I am writing as a Ketchum resident (for almost 30 years), a property owner (for just as long), taxpayer, voter, former manager of local businesses, and business owner to voice my strong opposition to the [proposed] Interim/Emergency Ordinance 1234 referenced as item 2 on the agenda packet, which starts on page 122.

This proposed ordinance is full of conjecture and arbitrary statements that are unacceptable when considering such significant changes to the well-established rules that are currently in place to guide development in the City and Community of Ketchum. Changes to existing zoning and ordinance in the manner being proposed in the "Interim"/"Emergency" ordinance is unacceptable and beyond the purview of the Commissioners and the City Staff. There is a process in place for re-codification and re-zoning, and attempting to make any changes in any manner other than within the established protocols is uncalled for and a violation of property owners' rights.

The recommended changes as referenced on page 2 starting with item 3, sub-points a(i-iv), b, c, d and e are:

- 1) Not provided for in the current codes and zoning at this time.
- 2) Are unfounded/supported with regard to their potential benefits.
- 3) Have not been presented or opened up to public evaluation, comment, or discussion in a timely or acceptable manner.
- 4) Ignore property owners' rights as they currently exist.
- 5) Disregard property owners' investments (current and proposed) into Ketchum that were made and founded on the promises made in current zoning and ordinances.
- 6) The language stating that "*Pursuant to the affirmative vote of one-half (1/2) plus one (1) of the 137 members of the City Council, the rule requiring two (2) separate readings by title and one (1) reading in full be waived, and the same is hereby dispensed with, and accordingly, this emergency ordinance shall be in full force and effect immediately upon its passage and approval.*" is unacceptable and usurps the public's right to evaluate, question and comment on the proposed interim/emergency ordinance and strips away due process.
- 7) The language in section 6 stating that, "*There shall now be standards for the consolidation of lots. Additionally, there shall be a specific application type, process, and additional standards for the review and approval of the consolidation*" and the language, "Permitted subject to additional standards" and "subject to waiver", is too subjective and gives the Planning and Zoning Commission, and City Staff, excessive discretion which creates uncertainty for property owners, disincentives investment into the City and Community of Ketchum, makes unfeasible certain types of development that accomplish the goals stated by the City Staff and ignores basic economic principles. The stipulation could prevent the development of projects that achieve the goals of the Community as set forth in the existing Comprehensive Plan.

Additionally the examples provided as supporting exhibits to the Interim Emergency Ordinance proposed are unrealistic, unachievable, and the Love Shack example is specific to that site and disregards the unique nature of many sites within the City.

8) The proposed requirement that a property that has multiple contiguous properties that they own and that wants/needs to shift lot lines on their properties owner have to go through the subdivision process as described in 6c strips away the property rights of a property owner and potentially prevents beneficial development.

9) Section 7 begs the question of "Why doesn't the restriction on demolition apply to commercial square footage as well as residential?" given that one of the stated goals is to increase and incentivise the development of commercial square footage?

### **In Closing:**

**- Claims are made in the attempted rationalization of the proposed Interim/Emergency Ordinance 1234 for which there are no supporting examples.**

**- The given rationale of, *"An emergency interim ordinance addressing the short-term changes would minimize continued degradation of the issues and provide time for development of long-term regulatory changes. An emergency ordinance can be in effect for up to 182 days and is adopted by the City Council. After that an interim ordinance can be adopted for up to one year. During this time, staff can proceed with the preparation of a long term ordinance addressing the short term changes; however, the long term changes will take more time to implement, and the immediate impact of the changes will be diminished."***

**for the circumvention of due process and the accepted, approved, appropriate, ethical and legal process for re-codification and re-zoning is unacceptable and puts the cart before the horse. The City Staff has not looked into or evaluated the potential economic impact of taking such action, nor has the feasibility of the possible "solutions" presented in their "supporting" exhibits been evaluated by experts in the respective areas that this proposal addresses.**

An "emergency" does not exist. The challenges facing Ketchum are nothing new, they have existed for longer than the almost 30 years I have been here. The ordinances and zoning that have been blatantly and selectively ignored by Planning and Zoning and City Staff were created through years of study, data collection, public feedback and an established process of codification and zone identification. While not perfect, they do establish a framework that will support the needs of the City and Community as well as those individuals willing to and capable of making beneficial investments into the City and Community of Ketchum. This proposed Interim/Emergency Ordinance 1234 egregiously disregards the historical investments made by those of us that have been stakeholders in this City and Community for decades. It ignores due process, property owners' rights and the existing code and zoning upon which many stakeholders in the City and Community of Ketchum have founded their current and potential investments.

As a full-time Ketchum resident, property owner and tax-payer I strongly object to Interim/Emergency Ordinance 1234 that is being proposed.

Thank You,

Jay R. Emmer

Ketchum Planning and Zoning Commission,

Firstly, thank you for your hard work and time commitment to our city through these times. As a member of Ketchum's building and real estate community I am putting forth this letter in response to the P and Z meeting held on February 15, 2022 and in coincidence with the next meeting on March 8, 2022, with some proposals to consider as you weigh the many options in front of you. One constant you will find throughout this letter is the opposition to any emergency CUP ordinance, as this is an ineffectual way to go about getting what you believe our city needs. The first step is clearly laying out to the Planning Department your mission and having them work with developers to accomplish these goals. Below are some ideas to consider that incentivize rather than punish developers to bring these builds to fruition.

1. Currently, overreach by the city to force developers to build a specific unit type or mix would infringe on owners property rights. The code was developed to create the design rules for developing properties as a right not a privilege. Instead of making this a "punishment" with an extra layer of oversight, incentivizing developers to build what you believe our town needs is a more effective approach.
  - The commission and/or city council should publish a quarterly memorandum stating what they would like to see built into the programming model of a developer. A great way to introduce and design this would be with a workshop like the one held last summer with all the stakeholders.
  - The Planning Department should work with developers to incentivize and clear obstacles to do so.
  - One example of an incentive could be a fast track or priority through the application and design review process if they program one or more of your requests into the project.
2. Developers meet with city planners in advance of any applications, often multiple times before submission- the commission should be aware of what the city planners are asking of developers. The initial meeting is a great time to discuss the priorities of the commission as they kick-off the design process before spending hundreds of thousands of dollars.
  - Is the commission aware of what these meetings entail and what is expressed? The commission needs to be aware of what the city planners are

communicating to developers in these meetings and be able to highlight what the city planners are telling developers to do.

3. The commission stated they would like to see more and smaller units in new developments. With the current parking code, this is unattainable on a 5,500 sqft Ketchum lot and pushes development towards larger and higher end penthouse type units. With Idaho Power's transformers easements, waste disposal, ADA parking spots, and walkways this only allows for at most 5 spots across a standard lot. While underground parking on a 5,500 sqft lot actually reduces your parking spaces and adds a considerable amount to the cost and time of construction.
  - The commission needs to find a solution to waive parking requirements or change the code if developers propose to build more and smaller units at your request. Right now it is impossible with the proposed density minimums even with the retail exemption proposed in the draft CUP.
  - Two solutions we propose are allowing for tandem parking and on street year-round parking (with a permit) if the developer offers to snow melt the on-street parking spaces in front of the property.
4. Consolidation and merging of multiple lots, if the city is requesting more underground parking than it cannot deny consolidation of lots. A minimum of two standard Ketchum city lots is needed to equal the parking above ground parking.
  - Do not take away the ability to consolidate the lots in Ketchum, if you want more and smaller units with underground parking
5. Financial feasibility in the current Ketchum development environment has become an issue of increasing instability. The current situation has project costs (not building cost which includes the land, design, engineering, construction, permitting, fees, impact fees, housing fees, etc) on new developments at around \$800-1,000 per sqft. This prices a 700 sqft unit at \$560,000-\$700,000 just to break even. Investors and the bank financiers simply won't participate and projects won't move forward if the projects don't pencil. If the city and commission want to see the proforma programming changed, find a way to supplement the developers to bring the cost down and make these units affordable.



- One solution would be to decrease the housing in lieu of fee square foot requirement by a percentage commensurate with the more affordable units added to the project. We developers would build more affordable units if they could sell them to locals only, and not have to deed restrict them or pay the in lieu of fees.
  - The tool you have to execute these options would be a development agreement with the developer.
6. It's understood you want to see a mix of units in each project. Depending on what that mix is, it will dictate another set of issues conforming with building codes, construction methods, and financing costs.
- The commission should begin tackling this issue by looking at the map in the CC District and proposing areas where they would like to see different types of buildings. For example, areas of high traffic and vibrancy could have more commercial than residential, and quieter areas would have more residential.
  - As an example, there is a 100% commercial project in the design/application process that will house five local businesses that have outgrown their current space. These five businesses provide vibrancy and good paying jobs to many tenured locals. If they can finish the project and take occupancy, it will open up smaller commercial spaces to other smaller or newer businesses. To get the density bonus to create the space required, they still have to pay the density bonus fees for in lieu of housing.
  - An exception should be made by decreasing a percentage of the gross square footage for commercial spaces against the in lieu of housing fees. Commercial spaces are still costly to build, provide important space for businesses, yet trade at a much lower value to the projects with high end residential and penthouse units. If you want more retail, office, and commercial space in town to keep vibrancy, then incentivize developers to add this to their model.
7. The CC District is the space where denser projects should be constructed. Density should be a right per the code and dimensional standards, not a discretionary bonus, especially if the city is going to require this long term and add more oversight, density minimums, and cost to get it.

- The additional oversight of emergency ordinance where no emergency exists is a step backwards towards creating more commercial spaces and housing in the CC District and should not be enacted.
8. Design, building, and fire codes also become a factor when you build smaller units, as you lose space in the interior of a building. Each unit needs to have a fire partition or party walls between units. These walls are about double the width of a normal wall and reduce the interior square footage and cost more to build. The city calculates FAR on gross square footage, or the total space of the building.
- A revision to the code to only calculate FAR on rentable/marketable interior square footage would be a solution to promote more and smaller units without the financial impact and loss of leasable or sellable volume.

An emergency CUP is NOT the answer to this solution. Working with developers during the planning process should be the first step while the commission looks at revisions to the municipal code with incentives that will contribute to our town's vibrancy, better commercial spaces for businesses, and affordable (not just deed restricted) housing for locals.

Sincerely,

Reid Sanborn

**From:** [Andrew Castellano](#)  
**To:** [Participate](#)  
**Subject:** Ordinance 1234  
**Date:** Tuesday, March 08, 2022 3:29:03 AM

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Dear Council Members and Commissioners,

I am writing regarding the proposed Emergency Ordinance 1234, which proposes to modify the zoning regulations in the City of Ketchum. I am vehemently opposed to passing this emergency ordinance. While I do believe that there is a problem due to a shortage of workforce housing, and I do support the City's goals for higher density, this problem has been decades in the making (as you have demonstrated in your own staff report). The problem will take many years to resolve. This is not an "emergency" that is causing "imminent peril to the public health, safety, or welfare" of the residents of Ketchum. This is an extremely important issue that needs to be thoughtfully addressed and given due process, and not hurried through before citizens can respond and give input. If this is rushed through, there will be unintended consequences which will actually threaten the welfare of some citizens of Ketchum (as opposed to protecting them), whether they be newcomers or long term residents. The rules which govern City Council are there for a reason, to give the citizens of Ketchum a fair chance to shape the debate, and give valuable input that will prevent unintended harm. Please do the right thing, and take your time and get it right.

Respectfully,  
Andy Castellano

**From:** [Harry Griffith](#)  
**To:** [Participate](#)  
**Subject:** P&Z - SVED Comments on Emergency Ordinance 1234  
**Date:** Tuesday, March 08, 2022 11:56:12 AM

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SVED has concerns about the proposed Emergency Ordinance 1234. As drafted, it is complicated, allows for subjective interpretations, will be a detriment to commercial development in the affected zoning areas, and not achieve the objective of creating more housing stock.

We would ask P&Z to consider the following questions:

1. Is this really an emergency. It seems to us that a housing emergency does not translate to a zoning emergency.
2. Is this legal. Is this process of introducing an emergency ordinance in accordance with proper procedure. It also seems to us that this ordinance may give more powers to P&Z then allowed by LUPA and may infringe on property owner's rights from the perspective of the State of Idaho. There is also a risk that this approach will be consider a tax on developers to create affordable housing and over turned if challenged.
3. Does this consider the risks and economics of the development community. It seems to us that this will discourage development of mixed-use buildings with affordable units. We are aware of 4 projects with a total value of \$50+ million that are being put on hold or parcels that will be left vacant because of this ordinance.
4. How do 5,500 sf parcels provide for parking. With prohibition on consolidation, underground parking is economically impossible. Parking is also a problem with sub 5500 sf parcels.
5. What do the fixed commercial mixed-use development cutoff %'s achieve. Anyone can jump to the next category with a 1% commercial add on above the table limits.
6. How does this ordinance interface with ADU policy and ordinances.
7. How do the 14+ SF Residential structures in the CC get dealt with. Can they remodel or be redeveloped as SFR, or are they prohibited.
8. What does deemed complete mean. If this means projects currently under construction is impacted, this damages the affected party
9. Have you considered allowing below-grade residential as part of this solution.
10. Have you considered tangibly incentivizing restaurants, and possibly restaurants on a second or third floor. Soft statements of interest are insufficient to encourage new restaurants given the difficult economics of this sector.

These are a few of the more obvious questions that need to be considered. I am sure there may be other unintended (negative) consequences that will surface during the course of discussions.

We would encourage P&Z to ask staff to review and respond to these and any other questions

which may arise in today's discussion.

Respectfully,

**Harry Griffith**

Executive Director, Sun Valley Economic Development

[www.SunValleyEconomy.org](http://www.SunValleyEconomy.org)

**From:** [Steve Kearns](#)  
**To:** [Participate](#)  
**Cc:** [Robin Kearns](#); [Victor](#); [Sanborn, Reid](#); [Bill Banta](#); [Jennifer Hoey Smith](#); [Scott Payne](#); [Aaron Belzer](#)  
**Subject:** proposed emergency ordinance  
**Date:** Tuesday, March 08, 2022 10:41:38 AM  
**Attachments:** [PastedGraphic-1.png](#)

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Dear Mayor Bradshaw, Members of the City Council and Members of the Planning and Zoning Commission:

I am writing to comment on the proposed emergency ordinance regarding development in the Community Core. I think the emergency ordinance is a bad idea.

KMV Builders has built or is building five multi-family, mixed-use or commercial projects in Ketchum's core. Rather than decreasing housing stock or commercial space as staff identified as a trend, our projects will have demolished four old, dilapidated houses and replaced them with 19 residential units and 9 commercial office units. These projects are also being built at close to maximum density - again contrary to staff cited trends.

Giving the P&Z authority over the mix of a development is a terrible idea. Developers, builders and architects put a huge amount of time, effort and money into designing a project based on current ordinances to make sure it can be viable, and they should not be subject to the commission arbitrarily deciding to change the mix. Furthermore, adding a CUP requirement to any project over 1.0 FAR (any viable project will be over 1.0) will add even more time to an approval process that is already unacceptably long. I have more comments about many of the staff's analysis - too long for this letter.

I suggest you approach this issue in a way that doesn't disrupt peoples livelihoods. Have meetings with stakeholders, P&Z members and city council members to identify and address perceived issues. Draft an ordinance and have public hearings about it. Revise the ordinance based on public input. Go through the normal process to approve the ordinance. Don't add uncertainty and further delay into the Ketchum development process.

Respectfully,

Steve Kearns



Kearns, McGinnis, & Vandenberg, Inc.  
131 W 6th Street  
P.O. Box 3233  
Ketchum, ID 83340

Office: 208.726.4843

Cell: 208.720.0732



Planning and Zoning Commission Regular Meeting Minutes

Tuesday, February 15, 2022, at 4:30 PM  
191 5<sup>th</sup> Street West, Ketchum, ID 83340

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**CALL TO ORDER**

The meeting was called to order at 4:31 p.m. by Chairman, Neil Morrow (*video 00:18:30*).

**ROLL CALL**

**PRESENT**

Chairman, Neil Morrow  
Vice-Chairman, Mattie Mead  
Commissioner, Brenda Moczygemba  
Commissioner, Tim Carter  
Commissioner, Spencer Cordovano

**OTHER STAFF**

Director, Planning and Building - Suzanne Frick  
Senior Planner - Morgan Landers  
Senior Planner - Abby Rivin  
City Clerk – Tara Fenwick

**COMMISSION REPORTS AND EX PARTE DISCUSSION DISCLOSURE**

None.

**PUBLIC COMMENT**

Noted.

**CONSENT CALENDAR — ACTION ITEMS**

ACTION - Minutes of January 11, 2022.

**Motion to approve the minutes. Motion made by Commissioner, Neil Morrow, Seconded by Commissioner, Tim Carter. Voting Yea: Morrow, Mead, Moczygemba, Carter, Cordovano.**

ACTION: Recommendation to approve Findings of Fact, Conclusions of Law, and Decision for the 380 N 1<sup>st</sup> Avenue Mixed-Use Building Design Review.

Brenda Moczygemba recused herself from the vote.

**Motion to approve Findings of Fact, Conclusions of Law, and Decision for the 380 N 1<sup>st</sup> Avenue Mixed-Use Building Design Review. Motion made by Commissioner, Tim Carter, Seconded by Commissioner, Brenda Moczygemba. Voting Yea: Morrow, Mead, Carter, Cordovano. Moczygemba recused.**



**PUBLIC HEARING**

- 1. ACTION ITEM: Recommendation to approve the Condominium Preliminary Plat Subdivision application and Findings of Fact, Conclusions of Law, and Decision for 231 Sun Valley Rd Condos.231 Sun Valley Road – Condominium Preliminary Plat (*video 20:00*).

**Motion to approve the Condominium Preliminary Plat Subdivision application and Findings of Fact, Conclusions of Law, and Decision for 231 Sun Valley Rd Condos.231 Sun Valley Road – Condominium Preliminary Plat. Motion made by Commissioner, Tim Carter, Seconded by Commissioner, Mattie Mead. Voting Yea: Morrow, Mead, Moczygemba, Carter, Cordovano.**

- 2. ACTION ITEM: Planning and Zoning Commission interpretation to determine if non-conforming houses on a hillside may be demolished and a new home may be constructed on a non-conforming hillside pad (*video 00:24:00*).

Senior Planner, Abby Rivin delivered a presentation to the Commission.

**Public Comment:**

|                 |                       |
|-----------------|-----------------------|
| Stephanie Sable | <i>video 01:30:00</i> |
| Perry Boyle     | <i>video 01:36:40</i> |

Commissioners discussed the issue.

Direction was provided to staff to uphold the historical hillside Ordinance, drafting language the provided restrictive guidance for re-building.

Commissioner, Spencer Cordovano called for a short break.

- 3. ACTION ITEM: Recommendation to review information and provide direction to staff on implementation of short term and long-term measures to Ketchum regulations to address the mixture of uses in the Community Core and housing production in the Community Core and high-density residential areas (*GR-H and Tourist*).

Commissioners discussed the issue.

**Public Comment:**

|              |                       |
|--------------|-----------------------|
| Reid Sanborn | <i>video 02:57:00</i> |
|--------------|-----------------------|

Direction recommended staff draft an Emergency Ordinance, with accompanying material providing guidance.

**ADJOURNMENT**

**Motion to adjourn at 8:25 p.m. Motion made by Vice-Chairman, Neil Morrow, Seconded by Commissioner, Spencer Cordovano. Voting Yea: Morrow, Mead, Moczygemba, Carter, Cordovano.**

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Chairman, Neil Morrow  
Planning and Zoning Commission

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Secretary, Tara Fenwick



City of Ketchum  
Planning & Building

STAFF REPORT  
KETCHUM PLANNING AND ZONING COMMISSION  
MEETING OF MARCH 8, 2022

**PROJECT:** 460 North Main Street Mixed-Use Building /5<sup>th</sup> & Main Condominiums

**FILE NUMBERS:** P22-007, P22-005, P22-006, P22-013

**APPLICATION TYPES:** Design Review, Lot Consolidation Preliminary Plat, Condominium Subdivision Preliminary Plat, and Variance

**REPRESENTATIVE:** Michael Bulls, Ruscitto Latham Blanton Architecture

**OWNER:** David Wilson, Main Street Realty Partners LLC

**LOCATION:** 460 N Main Street (Ketchum Townsite: Block 5: Lots 3 & 4)

**ZONING:** Retail Core of the Community Core (CC-1)

**OVERLAY:** None

**NOTICE:** A public hearing notice for the project was mailed to all owners of property within 300 feet of the project site and all political subdivision on February 16<sup>th</sup>, 2022. The public hearing notice was published in the Idaho Mountain Express the on February 16<sup>th</sup>, 2022. A notice was posted on the City’s website on February 16<sup>th</sup>, 2022. The public hearing notice was posted on the project site on March 1<sup>st</sup>, 2022.

**460 N MAIN STREET MIXED-USE BUILDING/5<sup>TH</sup> & MAIN CONDOMINIUMS**

The Ketchum Planning and Zoning Commission will hold a public hearing to review and consider concurrent Design Review, Lot Consolidation Preliminary Plat, Condominium Subdivision Preliminary Plat, and Variance applications for the proposed 460 N Main Street Mixed-Use Building/5<sup>th</sup> & Main Condominiums project. The applicant, property owner David Wilson represented by architect Michael Bulls of Ruscitto Latham Blanton Architecture, is proposing to develop a new 26,386-square-foot mixed-use building at the southeast corner of Main and 5<sup>th</sup> Streets within the Retail Core (CC-1)



Figure 1: Exterior Rendering, Sheet A4.2

Zoning District. The mixed-use building will accommodate two retail units on the ground floor, a parking garage with 8 off-street parking spaces, 4 community housing units with private entrances accessed from the alley, and 4 market-rate residential units.

### **ASSOCIATED APPLICATIONS & REVIEW PROCESS**

The project is subject to Design Review pursuant to Ketchum Municipal Code (KMC) §17.96.010.A4 for the development of the new mixed-use building. Additionally, the applicant has submitted a Variance request for relief from the 3-foot setback required from the alley to accommodate a retaining wall and guardrail that support the pathway accessing the community housing units. The Planning and Zoning Commission has the authority to review and approve the applicant’s Design Review and Variance applications pursuant to Ketchum Municipal Code §17.96.030.B and §17.148.010. The Lot Consolidation Subdivision Preliminary Plat Application will combine lots 3 and 4 within block 5 of Ketchum Townsite to consolidate the development parcel.

The Condominium Subdivision Preliminary Plat Application will subdivide the mixed-use building into 2 retail condominium units, 4 market-rate residential units, and 1 condominium unit for the 4 community housing rental units. Additionally, the developer plans to offer units for sale individually as construction is completed and will pursue a Phased Development Plan for the project consistent with Ketchum Municipal Code §16.04.110. The first step in the subdivision process is preliminary plat review by the Planning and Zoning Commission (Ketchum Municipal Code §16.04.030.C.5a). The subdivision applications will then be forwarded to the City Council for their final review and approval (Ketchum Municipal Code §16.04.030.C.5b).

### **FORMULA SPORTS/FORMER POST OFFICE HISTORIC A-FRAME DEMOLITION**

The Formula Sports/Former Post Office A-Frame on the project site is one of the 27 structures on Ketchum’s Historic Building List. The Historic Preservation Commission (HPC) approved the applicant’s request to demolish the historic structure on November 2<sup>nd</sup>, 2021. The HPC concluded that the A-Frame merits demolition because the structure cannot reasonably be repaired, restored, or converted to an adaptive reuse without diminishing the historic integrity of the building. The applicant proposes to memorialize the significance of the building in a commemorative exhibit incorporated into the development’s archway entrances along Main Street.



Figure 2: Formula Sports/Former Post Office Historic A-Frame

### **PRE-APPLICATION DESIGN REVIEW: COMMISSION’S FEEDBACK**

The Planning and Zoning Commission considered the Pre-Application Design Review for this project during their meeting on January 11<sup>th</sup>, 2022. The Commission appreciated how the applicant thoughtfully utilized the site’s topography to reduce the visual appearance of building mass. They commented that the proposed development would contribute to the community by adding vibrancy to the street corner. The Commission appreciated that the developer went above and beyond by

providing more community housing on site than what is required based on the gross floor area increase.

While they appreciated the horizontal floor setbacks provided by the second- and third-level terraces, the Commission commented that the building still appeared large and bulky due to its horizontal mass. The Commission suggested incorporating design treatments to mitigate the appearance of this horizontal building mass, such as providing a more transparent railing for the second- and third-level terraces. The Commission commented that more variety should be incorporated into the project's exterior material palette to differentiate the new mixed-use building from the Idaho Mountain Bank building across the street. The Planning & Zoning Commission supported Staff's suggestion that a connection be provided from the paver pathway along the alley that provides access to the community housing to the sidewalk along 5<sup>th</sup> Street.

### APPLICANT'S PROJECT PLAN UPDATES



The updated project plans submitted with the final Design Review application are attached as Exhibit A to the Staff Report. The applicant has revised the project's massing elements based on the Commission's feedback. As indicated on Sheet A2.3 of the project plans, the middle portion of the third level terrace has been extended towards Main Street to match the roof line of the second floor below. This modification creates a vertical element connecting the upper levels of the building. As shown on Sheet A4.2 of the project plans, the applicant has modified the railing at the third level terrace by substituting the weathered wood vertical siding with glass panels. This transparent railing reduces the appearance of horizontal building mass. The applicant has modified the exterior materials by lightening the color palette. The applicant has provided a connection from the paver pathway along the alley to the sidewalk along 5<sup>th</sup> Street.

Figure 3: Exterior Material Modifications

### ANALYSIS

The following analysis provides an overview of how the project complies with zoning and dimensional requirements as well as Design Review standards. Before granting Design Review approval, the Planning & Zoning Commission must determine that applications meet two criteria: (1) the project doesn't jeopardize the health, safety, or welfare of the public, and (2) the project conforms to all Design Review standards and zoning regulations (KMC 17.96.050.A). This section also includes an evaluation of the applicant's Variance request. Additionally, the analysis highlights key issues for the Planning & Zoning Commission's consideration and further discussion.

## **Compliance with Zoning & Dimensional Standards**

The project is in conformance with all dimensional and development standards required for projects in the Community Core except for the 3-foot required setback from the alley property line.

### Uses

Only pedestrian activated commercial uses like retail shops and restaurants are permitted on the ground-floor along the street frontage within developments in the Retail Core (CC-1) Zone (KMC §17.12.020). The proposed development includes ground-level retail units fronting Main and 5<sup>th</sup> Streets. The upper levels of the mixed-use building contain four market-rate residential units. Four community housing units are provided on site and accessed from a paver pathway bordering the block 5 alleyway. These multi-family dwelling units are permitted in the CC-1 Zone pursuant to Ketchum Municipal Code §17.12.020.

### Floor Area Ratio (FAR) & Building Height

The permitted FAR in the Community Core Zone is 1.0. The Planning & Zoning Commission may allow an increased FAR above 1.0 up to a maximum of 2.25 subject to Design Review (KMC §17.124.040.B). To receive more floor area, new buildings must complement the scale and character of the surrounding neighborhood.

The 24,391-square-foot building has a total Floor Area Ratio (FAR) of 2.22. While big, the applicant has sensitively designed the project to complement the existing neighborhood character. The building tucks into the slope created by the site's 8-foot grade change. This reduces the visual appearance of building mass at the alley. This rear elevation is two stories and 29.5 feet in height from the second-level floor to the top of the gable end. The front façade along Main Street is three stories and 42 feet in height from the ground-level floor to the top of the gables ends.

The applicant has proposed to provide four affordable rentals within the mixed-use building to satisfy the community housing contribution in exchange for the FAR increase. The community housing units range in size from 658 square feet to 700 square feet. The total floor area of the four community housing units is 2,715 square feet, which is 439 square feet more than required in exchange for the FAR exceedance.

## **Resolved Code Compliance Issues**

The applicant has resolved all code compliance issues flagged during Pre-Application Design Review.

The Pre-Application project plans proposed a 289-square-foot enclosed corridor connecting the elevator and stairwell accessing the rooftop. As proposed with the Pre-Application, the enclosed corridor qualified this feature as a fourth floor. The applicant revised the fourth-level roof plan and reduced the size of the enclosed corridor. The proposed corridor creates a thermal envelope for the elevator and stairwell. This feature now qualifies as a non-habitable access structure and is permitted to extend a maximum of 10 feet above the roof surface pursuant to Ketchum Municipal Code §17.12.040.

The Pre-Application proposed separated, enclosed garbage areas with individual rubbish bins to serve the four community housing units. Individual rubbish bins are not permitted within the Community Core. The revised project plans submitted with the final Design Review application eliminated these individual rubbish bins. The dumpster within the enclosed garage now serves as the garbage disposal

area for all uses within the development, including the community housing units. The enclosed garbage areas have been converted into individual storage areas for each community housing unit.

### **Compliance with Design Review Standards**

The purpose of Design Review is to: (a) maintain and enhance the appearance, character, beauty, and function of the City, (b) to ensure that new development is complementary to the design of existing neighborhoods, and (c) to protect and enhance the Ketchum's economic base (KMC §17.96.020). In the Community Core, Ketchum Municipal Code §17.96.070 adds the purpose of Design Review is to ensure the addition of high-quality architecture for new development while maintaining the unique character of existing building stock found downtown. This project supports the community's vision to maintain downtown as Ketchum's vibrant commercial area where local businesses thrive and the community gathers together. The project will create a unique urban spatial experience that will visually engage pedestrians and activate the streetscape. Staff believes the project complies with all Design Review standards as outlined in Ketchum Municipal Code §17.96.060 and the requirements for Community Core projects specified in Ketchum Municipal Code §17.96.070.

### Compatibility of Design

*The project's materials, colors and signing shall be complementary with the townscape, surrounding neighborhoods and adjoining structures (Ketchum Municipal Code §17.96.060.E1).*

The project is in the heart of downtown Ketchum at the southeast corner of Main and 5th Streets. The development site is adjacent to: (a) the Idaho Independent Bank building across Main Street, (b) Silver Creek Outfitters across 5th Street, (c) Nails by Sherine (River Ranch/Tomason House/Kate Knight's Antiques) and the McCotter (Crazy Horse) Building across the alley. The design incorporates exterior materials and ornamentation characteristic of alpine architecture. The project's exterior materials are specified on Sheet A4.2 of the project plans and include natural stone veneer, matte dark bronze metal, and wood. The natural materials and earth tones complement the surrounding buildings downtown. This redevelopment project will contribute to the character of the community and enhance downtown's built environment through its authentic design and engaging streetscape.

### Architectural

*Building walls shall provide undulation/relief, thus reducing the appearance of bulk and flatness (Ketchum Municipal Code §17.96.060.F5).*

The building tucks into the slope created by the site's falling grade to reduce the visual appearance of building mass. The private terraces provided for the upper-level residential units step the building back at the second and third floors. The second-level terraces are 21'-3" and 35'-6" wide stepping the building back 16'-4" from the ground-floor façade. The third-level terraces are each 49 feet wide stepping back the floor 22'-4" from the ground-level and 6 feet from the second-level façade. This design breaks up the building into defined components that visually break up the mass of the building. The mixed-use development orient towards the Main and 5th Streets. The building angles at the street corner softening its edge while exposed wood beams distinguish the building corner entrance.

*The building character shall be clearly defined by use of architectural features (Ketchum Municipal Code §17.96.060.F2).*

The retail units provide an active use at the ground-level that will add vibrancy to both street frontages. The 12-foot first-floor ceiling height enhances the retail use's prominence within the development. The commercial and residential uses with the building's interior program are visually distinguished through different exterior materials and architectural features. The ground level is

defined by natural stone veneer and arches. The arches are equally separated forming a repeating pattern that creates rhythm along the streetscape. The arches project 3 feet from the front and street side facades creating covered spaces for benches and landscaped planters along both street frontages. These public amenities create an activated, pedestrian friendly streetscape. Both the stone arches and wood beams echo the exposed structural elements that characterize alpine architecture and vernacular buildings, like the A-Frame, capable of shedding and withstanding snow loads in the mountains. The roof includes both flat and pitched, gable elements that vary the height of the roofline and provide visual interest. The gable roof elements are a defining architectural feature that distinguish this project from the flat-roofed, rectangular-shaped buildings dominating recent downtown infill and redevelopment projects.

### **Subdivision: Lot Consolidation Preliminary Plat**

The Lot Consolidation Subdivision Preliminary Plat will combine lots 3 and 4 within block 5 of Ketchum Townsite to consolidate the development parcel. The request to combine two Ketchum Townsite lots downtown meets all applicable standards outlined in the City's subdivision regulations.

#### Lot Requirements

*Lot size, width, depth, shape and orientation and minimum building setback lines shall be in compliance with the zoning district in which the property is located and compatible with the location of the subdivision and the type of development, and preserve solar access to adjacent properties and buildings (Ketchum Municipal Code §16.04.040.F1).*

This project fits in with downtown's local context and small-town character. The development of different buildings on smaller lots over time generates variety in design and detail to form a dynamic, authentic, and interesting streetscape. Lot consolidations impact the pattern of downtown development. This application combines two Ketchum Townsite lots. Combined lot 3A will have 110 feet of frontage along Main Street and 100 feet of frontage along 5<sup>th</sup> Street. The total area of the combined lots is 11,000 square feet. Many Ketchum Townsite lots have been consolidated downtown to support new development. Proposed Lot 3A is the same size and shape as the Idaho Independent Bank and Wells Fargo Bank properties across Main Street.

### **Subdivision: Condominium Subdivision Preliminary Plat**

The Condominium Subdivision Preliminary Plat Application will subdivide the mixed-use building into 2 retail condominium units, 4 market-rate residential units, and 1 condominium unit for the 4 community housing rental units. Additionally, the developer plans to offer units for sale individually as construction is completed and will pursue a Phased Development Plan for the project consistent with Ketchum Municipal Code §16.04.110. As conditioned, the request to subdivide meets all applicable standards for Condominium Preliminary Plats outlined in Ketchum Municipal Code's Subdivision (Title 16) and Zoning (Title 17) Zoning regulations.

*Garage: All garages shall be designated on the preliminary and final plats and on all deeds as part of the particular condominium units. No garage may be condominiumized or sold separate from a condominium unit.*

The garages are designated as limited common area and assigned to each of the four market-rate dwelling units within the mixed-use building.

*Storage Areas: Adequate interior storage space for personal property of the resident of each condominium unit (Ketchum Municipal Code §16.04.070.G).*



The community housing units each have a separate storage area on the paver porches adjacent to the front entrance to each unit. Each of the market-rate residential units have areas designated as flex space that are sufficient for the storage of personal property.

*Open Space: The subdivider shall dedicate to the common use of the homeowners adequate open space of such shape and area usable and convenient to the residents of the condominium subdivision.*

*Location of building sites and common area shall maximize privacy and solar access (Ketchum Municipal Code §16.04.070.G).*

The community housing units each have a small front porch area by the front door. All market-rate residential units have private terraces fronting Main Street. The two residential units on the third level have an additional terrace on the rooftop.

### Memorializing Uses

#### *Retail & Community Housing*

Sheets A1.0 and A2.1 of the project plans designate the ground-level commercial units as retail. Pursuant to Ketchum Municipal Code §17.125.040.C1c, the first 5,500 square feet of retail trade is exempt from providing parking. The applicant has taken advantage of this exemption and has not provided parking spaces for the commercial units on site. As such, the retail units may not be converted to another commercial use that generate parking demand. Ketchum Municipal Code §17.124.040 encourages new development to include a reasonable supply of affordable and resident-occupied housing for sale or rent to help meet the demand and needs for housing of the community's workforce. The applicant has provided four community housing units within the mixed-use building in exchange for an FAR increase. Staff recommends the following conditions be placed on the Condominium Subdivision Preliminary Plat to memorialize the retail and community housing uses within the mixed-use building:

Condition No. 3: Units 101 and 102 within the 5<sup>th</sup> & Main Condominiums shall be designated as retail units on the subdivision plat. In addition, the applicant shall add the following plat note: *Units 101 and 102 are designated as retail and shall not be converted to another commercial use.*

Condition No. 4: The applicant shall add the following plat note: *Unit CH1, Unit CH2, Unit CH3, and Unit CH4 on the second floor of the 5<sup>th</sup> & Main Condominiums are deed-restricted community housing units targeted for Blaine County Housing Authority Income Category 4 or lower. The configuration, number, and floor area of these units shall not be modified.*

## Alley Improvements

The north end of the Block 5 alleyway is unpaved but contains significant improvements, including retaining walls, a streetlight, telephone and cable tv risers, a concrete pad, and power boxes. The City allowed the existing electrical infrastructure to be placed within the alley right-of-way in 2007 as part of a project to underground overhead powerlines. The existing improvements within the right-of-way block the alley creating a dead end. Pursuant to Ketchum Municipal Code §16.04.040.I, dead-end alleys shall only be permitted after due consideration of the interests of adjacent property owners, including, but not limited to, the provision of fire protection, snow removal, and trash collection services to such properties.



Figure 4: Alley Encroachments

The City currently maintains and removes snow from the improved portion of the Block 5 alleyway. The Streets Department must drive their equipment in reverse backing the loader up to the dead end and then pushing as much of the snow out of the alley as possible. The dead end makes it impossible for the City to remove all of the snow from the alleyway.

As shown on Sheet C0.2, only a portion of the existing alley right-of-way adjacent to the subject property is improved. This paved area serves as required access to five off-street parking spaces that serve the adjacent development on Lot 7 located at 471 N Leadville Avenue. This improved portion of the alley also provides vehicular access to adjacent Lot 8 located at 491 N Leadville. Future emergency vehicle access for the community housing units within the proposed development will be provided from the block 5 alleyway.

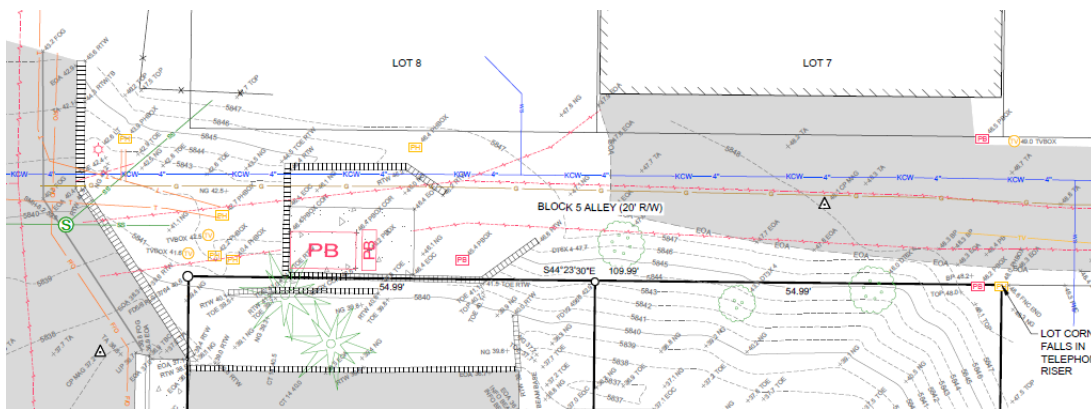


Figure 5: Existing Site Conditions (Sheet C0.2)

The Fire Department requires a minimum 20-foot-wide travel lane for emergency vehicle access to be maintained clear and unobstructed at all times. The full 20-foot-width of the alley must be improved with asphalt pavement to provide compliant emergency vehicle access to the community housing units. The alley improvements must extend 75 linear feet from the southeast corner of the development site north towards 5<sup>th</sup> Street to maintain existing vehicular access to adjacent Lots 7 and 8. As the dead end makes it impossible for the City remove all the snow, the paved portion of the alley must include a snowmelt system in order to keep the required access clear and unobstructed during winter.

Staff recommends the following condition be placed on the Design Review Permit to address these alley improvement requirements:

Condition No. 2: The full 20-foot-width of the alley must be improved with asphalt pavement and a snowmelt system. These alley improvements shall extend 75 linear feet from the southeast corner of the development site north towards 5<sup>th</sup> Street.

### Power Boxes

Three existing power boxes are located within the alley right-of-way. Two of the power boxes are sited on a concrete pad. Retaining walls border three sides of this infrastructure. The retaining wall to the west of the power boxes encroaches over the property line and onto the development site. Sheet A2.2 of the project plans notes this portion of the retaining wall enclosure will be rebuilt. A new wall perpendicular to the rear property line will be installed to further screen the electrical equipment. The applicant has proposed installing the new transformer required to serve the proposed development within this retaining wall enclosure. A section of the new retaining wall enclosure encroaches within the area of the alley required to be maintained free and unobstructed for Fire Department access. Staff recommends adding condition no 3. to address the existing, relocated, and proposed power boxes and the associated retaining wall enclosure:

The applicant will coordinate with the City and Idaho Power to determine the appropriate location for the relocated and proposed power boxes and sufficient screening that complies with both Design Review standards and Idaho Power's clearance requirements. The power boxes, concrete pad, and retaining wall enclosure shall not encroach within the area of the alley required to be improved for emergency vehicle access. If the unimproved alley does not have sufficient space to accommodate all existing and proposed electrical infrastructure, then the new transformer to serve the new mixed-use building will be required to be installed on the development site.

### **Variance**

During their review of the Pre-Application, the Commission supported Staff's suggestion that a connection be provided from the paver pathway along the alley to the sidewalk along 5<sup>th</sup> Street. The applicant has provided this connection on the project plans submitted with the final Design Review application. The paver pathway is supported by a retaining wall and guardrail that borders the rear property line and encroaches within the 3-foot required setback from the alley.

Pursuant to Ketchum Municipal Code §17.148.010, a variance shall not be considered a right or special privilege but may be granted to an applicant only upon a showing of undue hardship because of unique characteristics of the site and that the variance is not in conflict with the public interest. A variance may be granted by the Planning & Zoning Commission only if the applicant demonstrates

compliance with all of the variance criteria as outlined in Ketchum Municipal Code §17.148.010 and listed with associated Staff analysis below.

- A. *The strict enforcement of the provisions of this title creates an undue hardship to the property owner; however, economic feasibility shall not be considered an undue hardship.*

The hardship associated with this variance request is the existing utility and infrastructure encroaching within the block 5 alley and creating a dead end. This dead end impedes pedestrian and vehicular circulation. These obstructions within the alley also create challenges for emergency access and service delivery. These site constraints as well topographical challenges create an undue hardship to the property owner.

- B. *The variance is necessary because of the unique size, shape, topography or location of the subject property.*

The north end of the Block 5 alleyway is unpaved but contains significant improvements, including retaining walls, a streetlight, telephone and cable tv risers, a concrete pad, and power boxes. The existing improvements within the right-of-way block the alley creating a dead end. Additionally, the development site is characterized by topographical challenges as the grade falls approximately 8 feet from the alley towards 5<sup>th</sup> Street.

- C. *The subject property is deprived, by provision of this title, of rights and privileges enjoyed legally by other properties in the vicinity and under an identical zone.*

The subject property is denied the same rights and privileges enjoyed by other properties in the vicinity within the Community Core as the alleyway is blocked by existing utilities and infrastructure. The dead end impedes pedestrian and vehicular circulation as well as emergency access.

- D. *The need for the variance is not the result of actions of the applicant or property owner.*

The need for the variance is not the result of actions by the applicant or property owner. The City allowed the existing electrical infrastructure to be placed within the alley right-of-way in 2007 as part of a project to underground overhead powerlines. The power boxes, concrete pad, and retaining walls block the alley and create a dead end.

- E. *The variance does not create health and safety hazards.*

The variance does not create any health or safety hazards. The paver pathway enhances safety by providing access for emergency services around the entirety of the building. The paver pathway includes a snowmelt system so the area will be free of snow and ice in the winter. The guardrail provides fall protection as the alley grade descends to approximately 8 feet towards 5<sup>th</sup> Street.

- F. *The variance does not relieve an applicant from any of the procedural provisions of this title.*

The variance request does not relieve the applicant from any of the procedural provisions of the zoning code (Title 17 of Ketchum Municipal Code). Excepting relief from the 3-foot setback required from the alley as requested through the variance, the project complies with all applicable zoning code standards.

- G. *The variance does not relieve an applicant from any standard or provision that specifically states that no variance from such standard or provision is permitted.*

Ketchum Municipal Code §17.08.020 defines a variance as a modification of the requirements of the zoning code as to lot size, lot coverage, width, depth, front yard, side yard, rear yard, setbacks, parking space, parking areas, height of buildings, or other title provisions affecting the size of shape of a structure or the placement of the structure upon lots, or the size of lots. The applicant's variance request for relief from the 3-foot alley setback is in accordance with the definition of variance. No request has been made from any standard that prohibits the option to request a variance.

*H. The variance does not relieve an applicant from conditions established during prior permit review.*

The variance does not relieve the applicant from any conditions established during prior permit review or the development applications currently under review. The Commission recommended the applicant provide a connection from the community housing units to the 5<sup>th</sup> Street sidewalk during their review of the Pre-Application for the 460 N Main Mixed-Use Building Project. The retaining wall and guardrail enhance the safety of the pathway by providing fall protection. The pathway enhances emergency access by providing access around the perimeter of the mixed-use building.

*I. The variance does not allow establishment of a use that is not otherwise permitted in the zone in which the property is located.*

The variance does not allow the establishment of a prohibited use within the Community Core. The three-story mixed-use building includes two commercial units on the first floor, four community housing units, and four market-rate residential units on the upper levels. *Retail Trade and Dwelling, Multi-Family* are both permitted uses in the CC-1 Zone pursuant to Ketchum Municipal Code §17.12.020.

*J. The variance is the minimum necessary to grant relief to applicant.*

The applicant is seeking relief from the 3-foot alley setback required in the CC-1 Zone for the retaining wall and guardrail supporting the paver pathway. Due to the site constraints and topographical challenges, the variance is the minimum necessary to grant relief to the applicant and to provide fall protection, connectivity to the 5<sup>th</sup> Street sidewalk, and enhanced emergency access around the perimeter of the mixed-use building.

## STAFF RECOMMENDATION

After considering the project plans, Staff's analysis, the applicant's presentation, and public comment, Staff recommends the Planning & Zoning Commission move to approve the 460 N Main Mixed-Use Building Design Review and Variance applications and recommend approval of the Lot Consolidation Preliminary Plat and Condominium Subdivision Preliminary Plat with the Phased Development Plan to the City Council. Should the Planning and Zoning Commission support the approval, Staff would return with findings and conditions reflecting the Commission's decision.

## RECOMMENDED MOTIONS

1. "I move to approve to approve the 460 N Main Mixed-Use Building Design Review subject to conditions 1-16 and direct Staff to return with findings of fact."
2. "I move to approve the applicant's Variance Request granting relief from the 3-foot setback required from the alley subject to conditions 1-3 and direct Staff to return with findings of fact."

3. "I move to recommend approval to the City Council of the Lot Consolidation Preliminary Plat to combine Lots 3 and 4 within Block 5 of Ketchum Townsite subject to conditions 1 and 2 and direct Staff to return with findings of fact."
4. "I move to recommend approval to the City Council of the 5<sup>th</sup> & Main Condominium Subdivision Preliminary Plat with a Phased Development Plan subject to conditions 1-4 and direct Staff to return with findings of fact."

## RECOMMENDED DESIGN REVIEW CONDITIONS OF APPROVAL

### *Project Specific Standards of approval*

1. The 460 N Main Mixed-Use Building Design Review Application File No. P22-007 is subject to Variance Application File No. P22-013, Lot Consolidation Preliminary Plat Application File No. P22-005, and Condominium Subdivision Preliminary Plat Application File No. P22-006. All associated conditions of approval shall apply to the project.
2. The full 20-foot-width of the alley must be improved with asphalt pavement and a snowmelt system. These alley improvements shall extend 75 linear feet from the southeast corner of the development site north towards 5<sup>th</sup> Street.
3. The applicant will coordinate with the City and Idaho Power to determine the appropriate location for the relocated and proposed power boxes and sufficient screening that complies with both Design Review standards and Idaho Power's clearance requirements. The power boxes, concrete pad, and retaining wall enclosure shall not encroach within the area of the alley required to be improved for emergency vehicle access. If the unimproved alley does not have sufficient space to accommodate all existing and proposed electrical infrastructure, then the new transformer to serve the new mixed-use building will be required to be installed on the development site.
4. As a voluntary contribution, in exchange for an increase in Floor Area Ratio, a total community housing contribution of 2,276 is required. A FAR Exceedance Agreement between the applicant and the City to memorialize the community housing contribution shall be signed and recorded prior to issuance of a building permit for the project.
5. Prior to issuance of a building permit for the project, the applicant shall receive approval of Lot Line Application File No. P22-005 to consolidate lots 3 and 4 within Block 5 of Ketchum Townsite.
6. The project requires a Right-of-Way (ROW) Encroachment Permit for the pavers and snowmelt system proposed to be installed for the sidewalks along Main and 5th Streets as well as the snowmelt system required to be installed within the Block 5 alleyway. The City Council has the authority to review and approval all permanent encroachments within the public right-of-way associated with a development project pursuant to Ketchum Municipal Code §17.96.030.C. The applicant shall submit the ROW Encroachment Application prior to issuance of a building permit for the project for review and approval by the City Council.

### *Standard Conditions of Approval*

7. This Design Review approval is based on the plans and information presented and approved at the meeting on the date noted herein. Building Permit plans for all on-site improvements must conform to the approved Design Review plans unless otherwise approved in writing by the Planning and Zoning Commission or Administrator. Any building or site discrepancies which do not conform to the approved plans will be subject to removal.
8. All governing ordinances, requirements, and regulations of the Fire Department (2018 International Fire Code and local Fire Protection Ordinance No.1217), Building Department

(2018 International Building Code, the 2018 International Residential Code, and Title 15 of Ketchum Municipal Code), Utilities Department, Street Department (Title 12 of Ketchum Municipal Code), and the City Engineer shall be met prior to Certificate of Occupancy.

9. Following approval of the project's master signage plan, separate sign permits shall be required for all new signs prior to installation (KMC §17.127.030.B).
10. The applicant shall submit final civil drawings prepared by an engineer registered in the State of Idaho to include specifications for the right-of-way, circulation design, utilities, and drainage improvements to be reviewed and approved by the City Engineer, Streets, and Utilities departments prior to issuance of a building permit for the project.
11. The term of Design Review approval shall be twelve (12) months from the date that the Findings of Fact, Conclusions of Law, and Decision are adopted by the Commission or upon appeal, the date the approval is granted by the Council subject to changes in zoning regulations (KMC §17.96.090). Any extension shall comply with KMC 17.96.090.
12. All Design Review elements shall be completed prior to issuance of a Certificate of Occupancy for the mixed-use building.
13. All exterior lighting on the property shall comply with Ketchum Municipal Code, Chapter 17.132, Dark Skies, and shall be inspected by Planning Staff and approved prior the issuance of a Certificate of Occupancy for the building.
14. The project shall comply with the requirements of §17.124.040 Development Standards as adopted on the date a Building Permit is submitted for the project.
15. Prior to issuance of a Building Permit for the project, the applicant shall submit a construction management plan, which addresses each of the standards as set forth in Ketchum Municipal Code, Chapter 15.06 Construction Activity Standards for review and approval by the Building, Planning, Streets, Utilities, and Fire departments.
16. In addition to the requirements set forth in this Design Review approval, this project shall comply with all applicable local, state, and federal laws.

#### **RECOMMENDED VARIANCE CONDITIONS OF APPROVAL**

1. The Variance is subject to the 460 N Main Mixed-Use Building Design Review Application File No. P22-007. All associated conditions of approval shall apply to the project.
2. Pursuant to Ketchum Municipal Code §17.148.050, the variance shall be issued and construction shall commence within 6 months from the date that such variance is granted, otherwise, the variance shall no longer be considered valid.
3. The applicant shall submit specifications for the retaining wall and guardrail on the civil drawings submitted with the building permit application for the project. The final design of the retaining wall, guardrail, and pathway shall be subject to review and approval by the Planning, Fire, and Streets departments and the City Engineer.

#### **RECOMMENDED LOT CONSOLIDATION PRELIMINARY PLAT CONDITIONS OF APPROVAL**

1. The Lot Consolidation Preliminary Plat is subject to all conditions of approval associated with Design Review Application File No P22-007.
2. Failure to record a Final Plat within two (2) years of Council's approval of a Preliminary Plat shall cause the Preliminary Plat to be null and void.

#### **RECOMMENDED CONDOMINIUM SUBDIVISION PRELIMINARY PLAT CONDITIONS OF APPROVAL**

1. The 5<sup>th</sup> & Main Condominium Subdivision Preliminary Plat is subject to all conditions of approval associated with Design Review Application File No P22-007.

2. Failure to record a Final Plat within two (2) years of Council's approval of a Preliminary Plat shall cause the Preliminary Plat to be null and void.
3. Units 101 and 102 within the 5<sup>th</sup> & Main Condominiums shall be designated as retail units on the subdivision plat. In addition, the applicant shall add the following plat note: *Units 101 and 102 are designated as retail and shall not be converted to another commercial use.*
4. The applicant shall add the following plat note: *Unit CH1, Unit CH2, Unit CH3, and Unit CH4 on the second floor of the 5<sup>th</sup> & Main Condominiums are deed-restricted community housing units targeted for Blaine County Housing Authority Income Category 4 or lower. The configuration, number, and floor area of these units shall not be modified.*

**EXHIBITS:**

- A. 460 N Main Street Mixed-Use Building Project Plans
- B. Design Review Application & Supplemental Materials
- C. Lot Consolidation Preliminary Plat Application
- D. 5th & Main Condominiums Subdivision Preliminary Plat Application
- E. Variance Application



Exhibit A

460 North Main Street

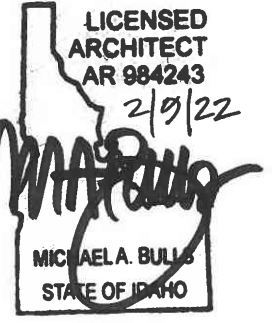
Mixed-Use Building

Project Plans

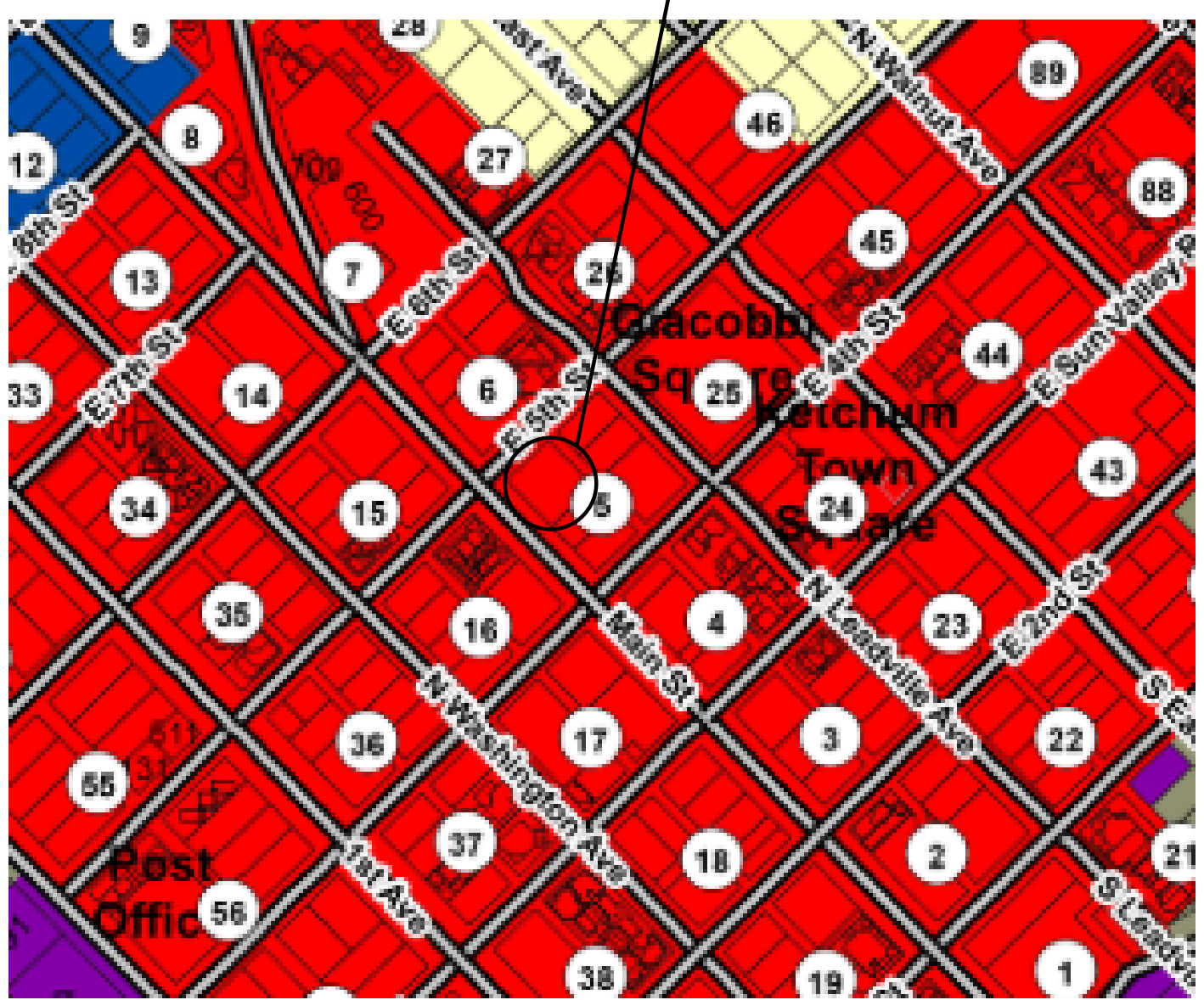
# 460 NORTH MAIN STREET

## KETCHUM, IDAHO

| ISSUED     |                       |
|------------|-----------------------|
| 12.09.2021 | DESIGN REVIEW         |
| 02.09.2022 | REVISED DESIGN REVIEW |
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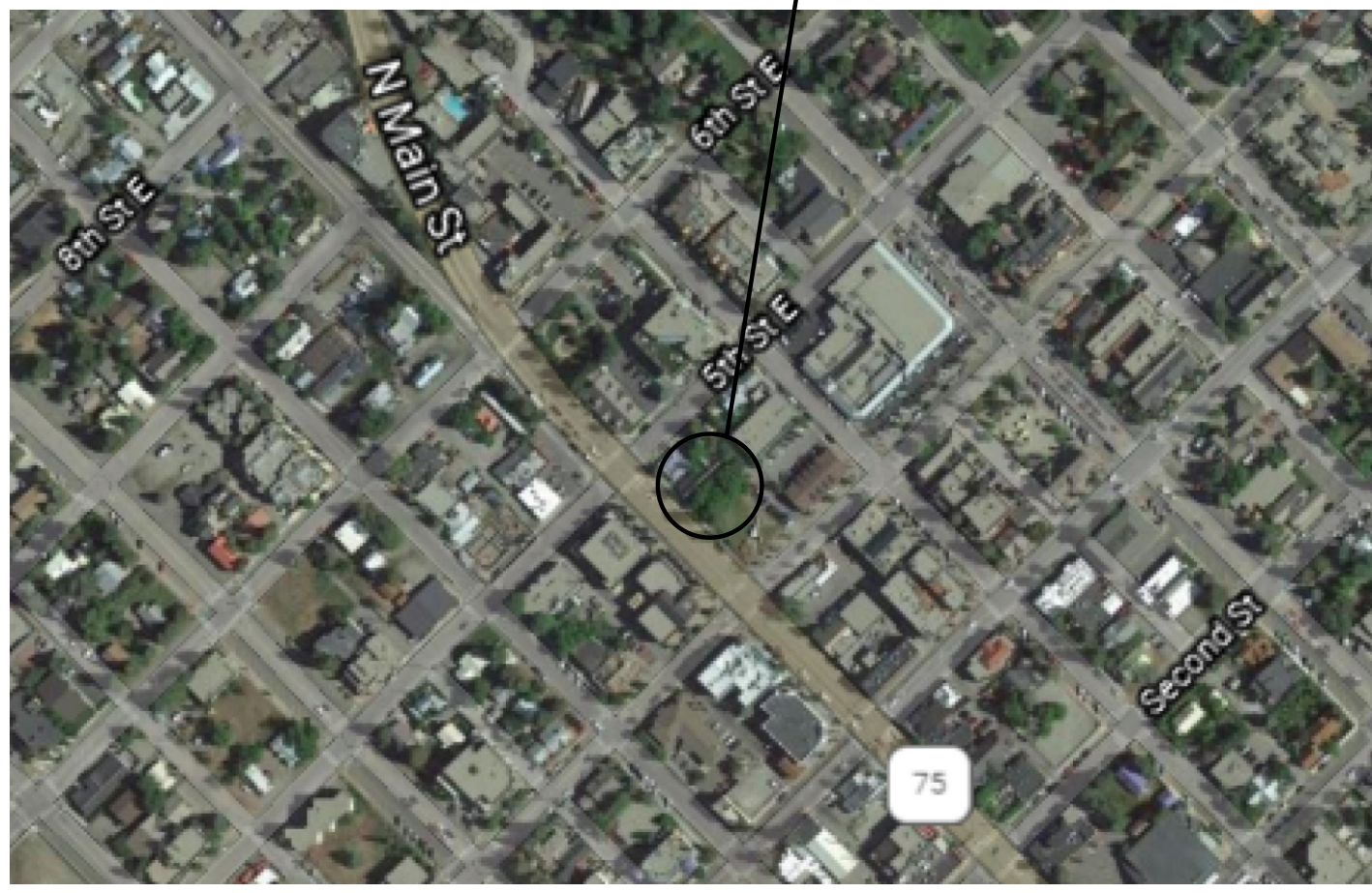
PROJECT LOCATION  
COMMUNITY CORE (CC)  
RETAIL CORE SUBDISTRICT (CC-1)



### ZONING MAP

N. T. S.

PROJECT LOCATION  
COMMUNITY CORE (CC)  
RETAIL CORE SUBDISTRICT (CC-1)



### VICINITY PLAN

SCALE: 1" = 200'-0"

### PROJECT INFORMATION

|                                     |  |
|-------------------------------------|--|
| OWNER:                              | MAIN STREET REALTY PARTNERS LLC<br>P.O. BOX 6770, KETCHUM, ID 83340  |
| PROJECT ADDRESS:                    | 460 N MAIN ST, KETCHUM, ID 83340   |
| LEGAL DESCRIPTION:                  | KETCHUM LOT 3 & 4 BLK 5  |
| ZONING DISTRICT:                    | COMMUNITY CORE (CC) - RETAIL CORE SUBDISTRICT (CC-1)   |
| APPLICABLE CODES:                   | 2018 INTERNATIONAL BUILDING CODE (IBC)<br>2018 INTERNATIONAL FIRE CODE (IFC) WITH AMENDMENTS PER KETCHUM ORDINANCE<br>2018 INTERNATIONAL ENERGY CONSERVATION CODE (IECC) AS AMENDED BY IDAHO BUILDING CODE BOARD<br>2017 NATIONAL ELECTRICAL CODE (NEC)<br>2017 IDAHO STATE PLUMBING CODE (ISPC)<br>2018 INTERNATIONAL MECHANICAL CODE (IMC)<br>2018 INTERNATIONAL FUEL GAS CODE (IFGC)<br>CITY OF KETCHUM GREEN BUILDING CODE |
| PROJECT USE:                        | MIXED USE: COMMERCIAL - RETAIL<br>RESIDENTIAL - COMMUNITY HOUSING DWELLING UNITS<br>SINGLE FAMILY DWELLING UNITS   |
| OCCUPANCY:                          | M MERCANTILE (RETAIL AREAS)<br>R-2 RESIDENTIAL<br>S-2 PARKING AREAS  |
| OCCUPANCY SEPARATION:               | M / R-2 1 HOUR<br>M / S-2 1 HOUR<br>R-2 / S-2 1 HOUR<br>DWELLING UNIT SEPARATION 1/2 HOUR W/ FIRE SPRINKLERS   |
| CONSTRUCTION TYPE:                  | V-B  |
| LOT AREA:                           | 11,000 SQ. FT.   |
| BUILDING AREA CALCULATIONS: (GROSS) | BASEMENT: 964 SQ. FT.<br>GROUND LEVEL: 9,351 SQ. FT.<br>SECOND LEVEL: 8,528 SQ. FT.<br>THIRD LEVEL: 6,962 SQ. FT.<br>FOURTH LEVEL: 581 SQ. FT.<br><hr/> TOTAL: 26,386 SQ. FT.  |
| FIRE SPRINKLERS:                    | NFPA 13 AUTOMATIC FIRE SPRINKLER SYSTEM WITH MONITORED ALARM SYSTEM PROVIDED PER CITY OF KETCHUM ORDINANCE AND NFPA 72   |
| ALARM & FIRE DETECTION:             | APPROVED FIRE ALARM AND DETECTION SYSTEM SHALL BE INSTALLED THROUGHOUT THE PROJECT.  |
| WATER SOURCE CONSERVATION:          | ALL WATER CONSUMPTION SHALL COMPLY WITH CITY OF KETCHUM REQUIREMENTS, APPENDIX M AND THE INTERNATIONAL GREEN CONSTRUCTION CODE (IGCC), SECTION 701.1 - 702.6. ALL PLUMBING FIXTURES FLOW RATES SHALL COMPLY WITH TABLE 702.1 OF THE IGCC.  |
| OTHER GREEN BUILDING REQ:           | RESIDENTIAL PORTIONS OF THE PROJECT TO ACHIEVE NATIONAL GREEN BUILDING STANDARD (NGBS) SILVER CERTIFICATION, VERIFICATION BY THIRD PARTY NAHB VERIFIER.  |
| FLOOR AREA RATIO (F.A.R.):          | REFER TO SHEET A1.2  |
| COMMUNITY HOUSING:                  | REFER TO SHEET A1.2  |
| BUILDING HEIGHT:                    | 42'-0" (42'-0" MAX)  |
| SETBACKS:                           | NORTH-WEST SIDE (5TH STREET) 0'-0"<br>SOUTH-WEST SIDE (MAIN STREET) 0'-0"<br>NORTH-EAST SIDE (ALLEY) 3'-0"<br>SOUTH-EAST (PROPERTY LINE) 1'-0"   |
| PARKING:                            | <u>OFF STREET PARKING</u><br>RETAIL: EXEMPT (LESS THAN 5,500 SQ. FT.) 0 SPACES<br>COMMUNITY HOUSING: (LESS THAN 750 SQ. FT.) 0 SPACES<br>RESIDENTIAL: 8 SPACES   |

### PROJECT TEAM

ARCHITECT  
RUSCITTO LATHAM BLANTON ARCHITECTURA P.A.  
BUFFALO RIXON, AIA  
E: [buffalo@rlb-sv.com](mailto:buffalo@rlb-sv.com)  
MICHAEL BULLS, AIA  
E: [mbulls@rlb-sv.com](mailto:mbulls@rlb-sv.com)  
JORDAN FITZGERALD, PROJECT MANAGER  
E: [jordan@rlb-sv.com](mailto:jordan@rlb-sv.com)  
P.O. Box 5619 Ketchum, ID 83340  
P: 208.726.5608  
F: 208.726.1033

OWNER  
MAIN STREET REALTY PARTNERS, LLC  
P.O. Box 6770 Ketchum, ID 83340  
P: 208.726.9776  
F: 208.726.1419  
E: [dwilson@wilsonconstructions.com](mailto:dwilson@wilsonconstructions.com)

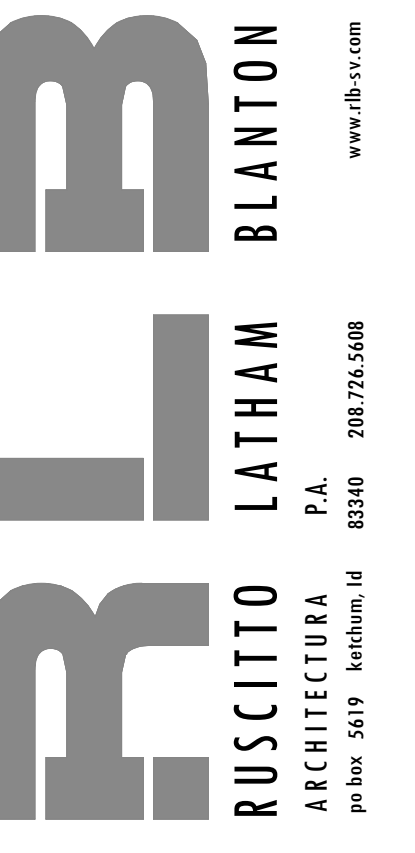
GENERAL CONTRACTOR  
WILSON CONSTRUCTION  
DAVE WILSON  
251 Northwood Way #F Ketchum, ID 83340  
P: 208.726.5608  
F: 208.726.1419  
E: [dwilson@wilsonconstructions.com](mailto:dwilson@wilsonconstructions.com)

STRUCTURAL ENGINEERING  
RUSCITTO LATHAM BLANTON ARCHITECTURA P.A.  
SCOTT HEINER, P.E.  
P.O. Box 5619, Ketchum, ID 83340  
P: 208.726.5608  
F: 208.726.1033  
E: [scott@rlb-sv.com](mailto:scott@rlb-sv.com)

CIVIL ENGINEERING/SURVEYING  
GALENA ENGINEERING, INC  
SEAN M. FLYNN, PE  
317 North River St. Hailey, ID 83333  
P: 208.788.1705  
E: [sflynn@galena-engineering.com](mailto:sflynn@galena-engineering.com)

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460 N MAIN ST.  
KETCHUM, IDAHO

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DRAWING

PROJECT INFORMATION

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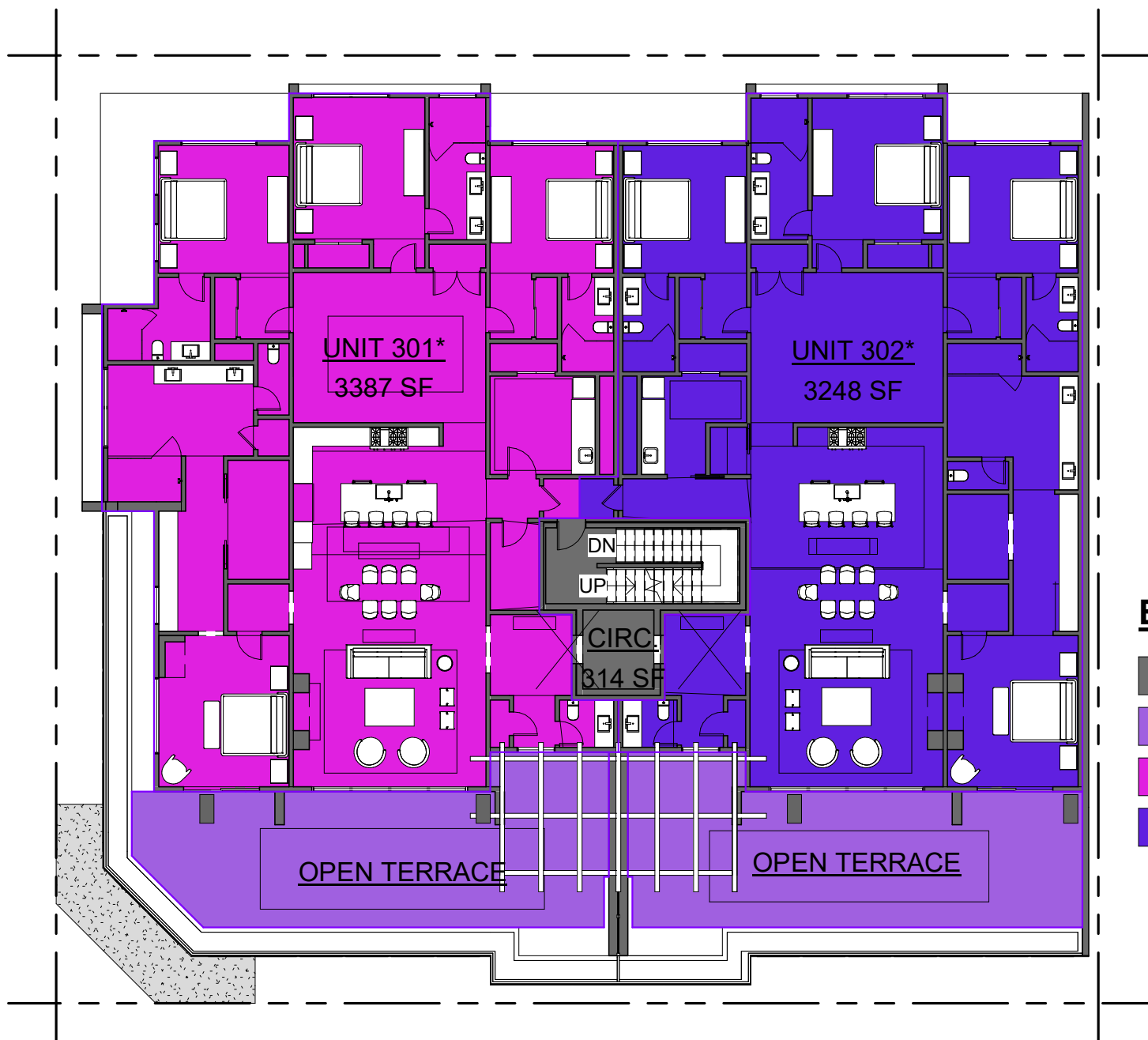
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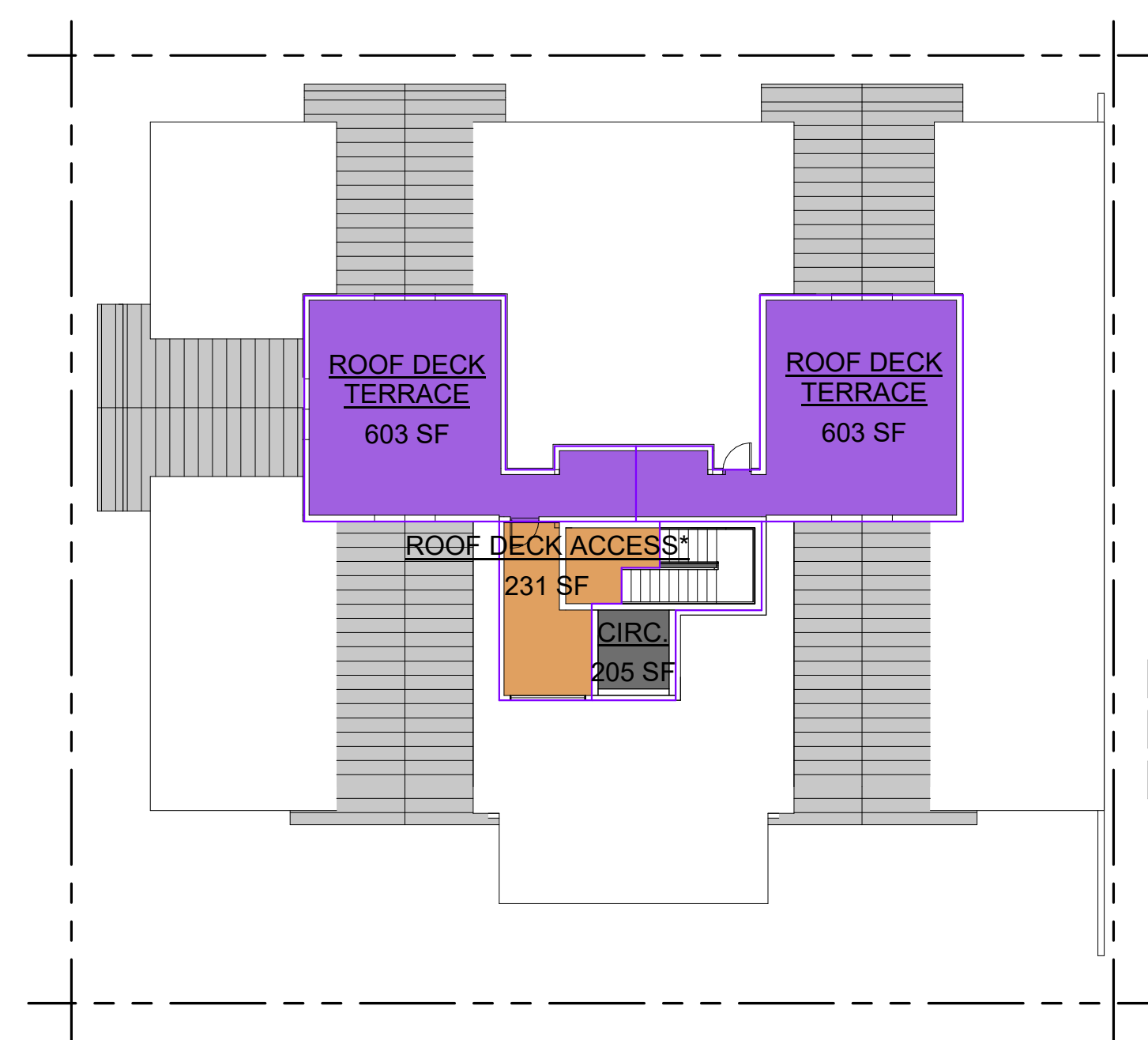
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**BUILDING AREA LEGEND**

- CIRC.
- OPEN TERRACE
- UNIT 301\*
- UNIT 302\*

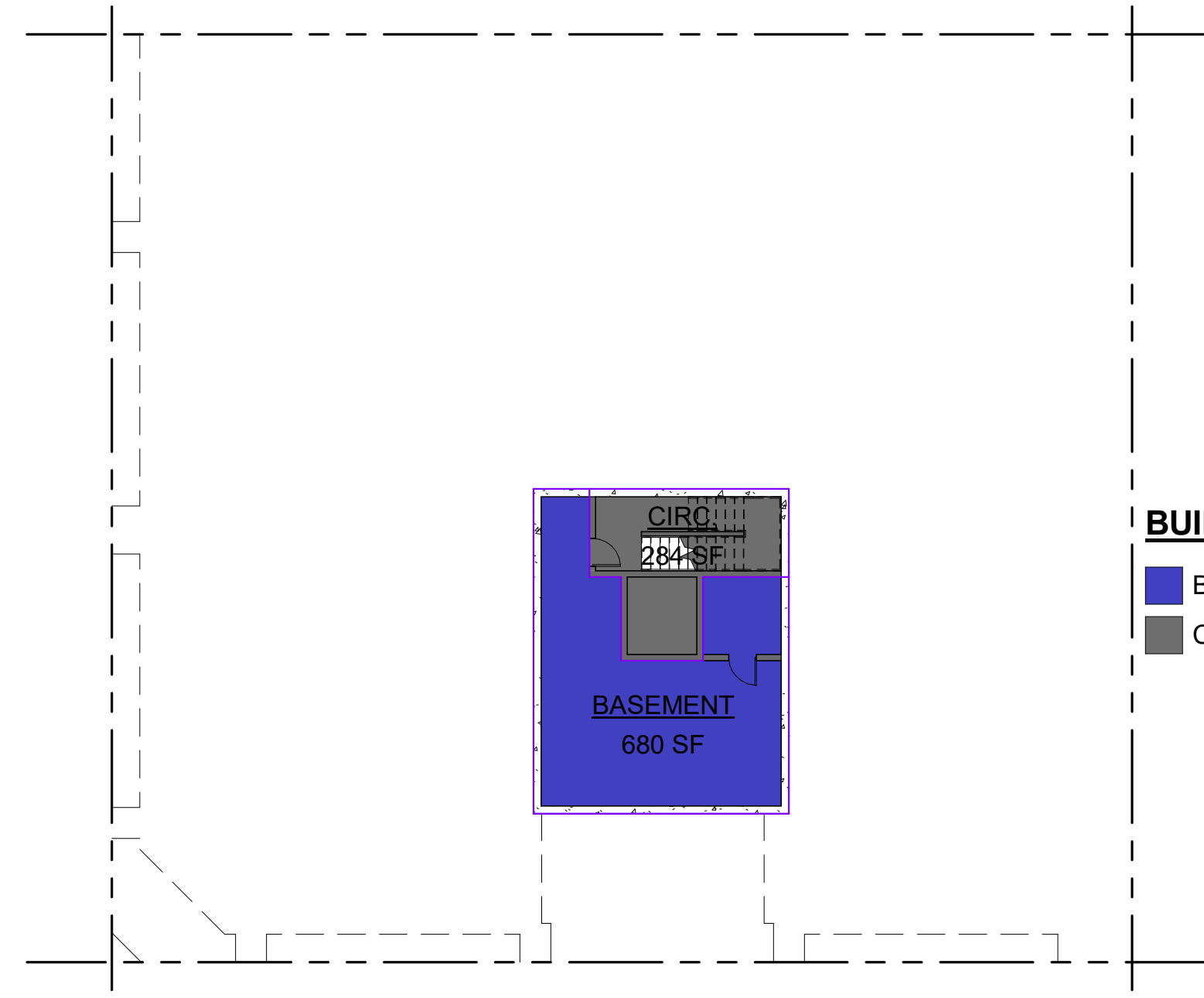
THIRD LEVEL FLOOR PLAN  
SCALE: 1/16" = 1'-0"



**BUILDING AREA LEGEND**

- CIRC.
- ROOF DECK ACCESS\*
- ROOF DECK TERRACE

ROOF LEVEL PLAN  
SCALE: 1/16" = 1'-0"



**BUILDING AREA LEGEND**

- BASEMENT
- CIRC.

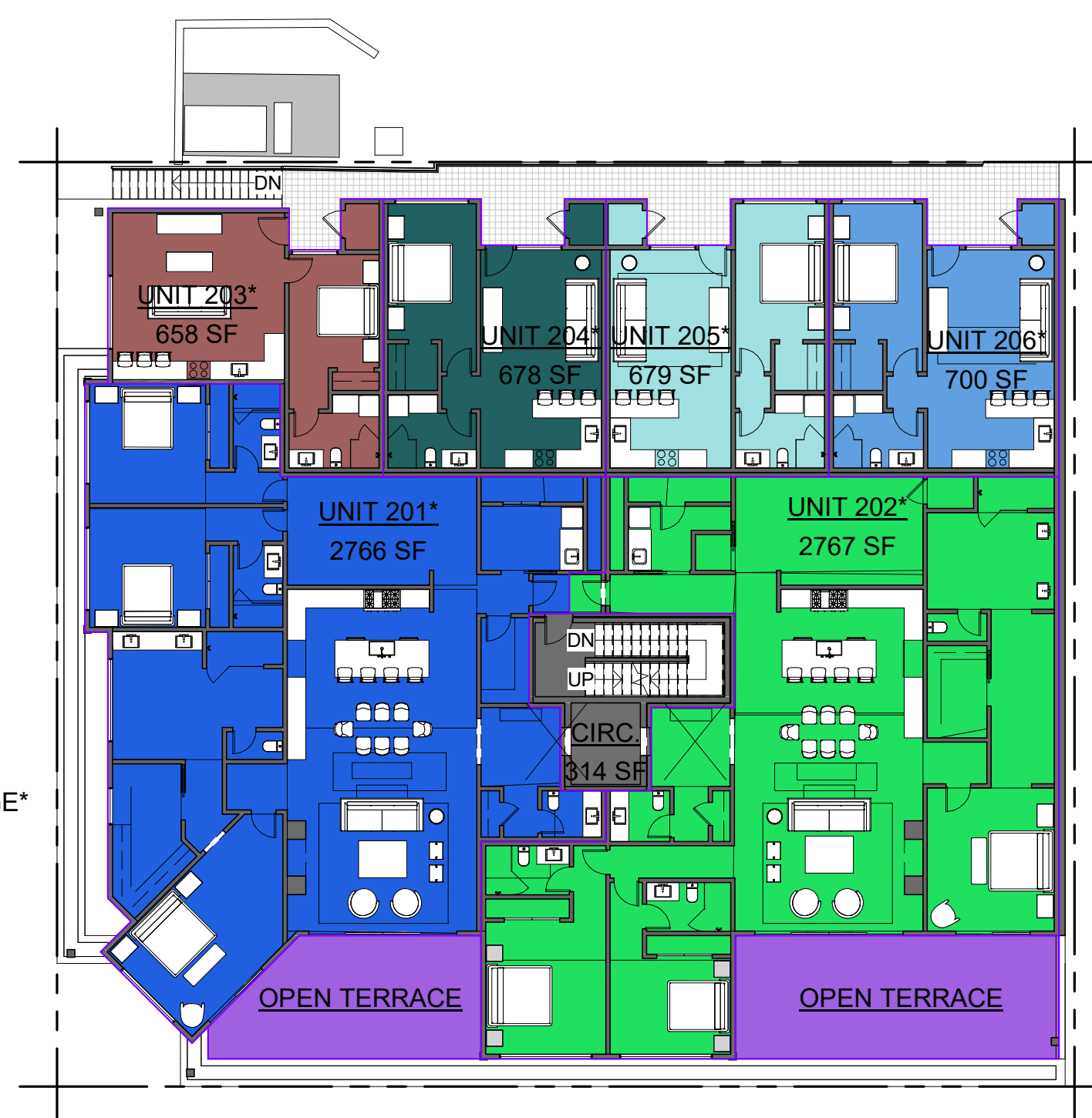
BASEMENT FLOOR PLAN  
SCALE: 1/16" = 1'-0"



**BUILDING AREA LEGEND**

- CIRC.\*
- CORRIDOR\*
- ENCLOSED PARKING GARAGE\*
- GARBAGE\*
- RETAIL 101\*
- RETAIL 102\*

GROUND LEVEL FLOOR PLAN  
SCALE: 1/16" = 1'-0"



**BUILDING AREA LEGEND**

- CIRC.
- OPEN TERRACE
- UNIT 201\*
- UNIT 202\*
- UNIT 203\*
- UNIT 204\*
- UNIT 205\*
- UNIT 206\*

SECOND LEVEL FLOOR PLAN  
SCALE: 1/16" = 1'-0"

| GROSS BUILDING AREA SCHEDULE |                          |          |
|------------------------------|--------------------------|----------|
| LEVEL                        | SPACE                    | AREA     |
| BASEMENT FLOOR PLAN          | BASEMENT                 | 680 SF   |
| BASEMENT FLOOR PLAN          | CIRC.                    | 284 SF   |
| BASEMENT FLOOR PLAN          |                          | 964 SF   |
| GROUND LEVEL FLOOR PLAN      | CIRC.*                   | 297 SF   |
| GROUND LEVEL FLOOR PLAN      | CORRIDOR*                | 319 SF   |
| GROUND LEVEL FLOOR PLAN      | ENCLOSED PARKING GARAGE* | 4466 SF  |
| GROUND LEVEL FLOOR PLAN      | GARBAGE*                 | 199 SF   |
| GROUND LEVEL FLOOR PLAN      | RETAIL 101*              | 2082 SF  |
| GROUND LEVEL FLOOR PLAN      | RETAIL 102*              | 1914 SF  |
| GROUND LEVEL FLOOR PLAN      |                          | 9277 SF  |
| SECOND LEVEL FLOOR PLAN      | CIRC.                    | 314 SF   |
| SECOND LEVEL FLOOR PLAN      | OPEN TERRACE             | 467 SF   |
| SECOND LEVEL FLOOR PLAN      | OPEN TERRACE             | 345 SF   |
| SECOND LEVEL FLOOR PLAN      | UNIT 201*                | 2766 SF  |
| SECOND LEVEL FLOOR PLAN      | UNIT 202*                | 2767 SF  |
| SECOND LEVEL FLOOR PLAN      | UNIT 203*                | 658 SF   |
| SECOND LEVEL FLOOR PLAN      | UNIT 204*                | 678 SF   |
| SECOND LEVEL FLOOR PLAN      | UNIT 205*                | 679 SF   |
| SECOND LEVEL FLOOR PLAN      | UNIT 206*                | 700 SF   |
| SECOND LEVEL FLOOR PLAN      |                          | 9374 SF  |
| THIRD LEVEL FLOOR PLAN       | CIRC.                    | 314 SF   |
| THIRD LEVEL FLOOR PLAN       | OPEN TERRACE             | 737 SF   |
| THIRD LEVEL FLOOR PLAN       | OPEN TERRACE             | 742 SF   |
| THIRD LEVEL FLOOR PLAN       | UNIT 301*                | 3387 SF  |
| THIRD LEVEL FLOOR PLAN       | UNIT 302*                | 3248 SF  |
| THIRD LEVEL FLOOR PLAN       |                          | 8429 SF  |
| -ROOF LEVEL PLAN             | CIRC.                    | 205 SF   |
| -ROOF LEVEL PLAN             | ROOF DECK ACCESS*        | 231 SF   |
| -ROOF LEVEL PLAN             | ROOF DECK TERRACE        | 603 SF   |
| -ROOF LEVEL PLAN             | ROOF DECK TERRACE        | 603 SF   |
| -ROOF LEVEL PLAN             |                          | 1642 SF  |
| TOTAL GROSS BUILDING AREA    |                          | 29687 SF |

|  |   |           |
|--|---|-----------|
| AREA OF TOTAL LOT                      | = | 11,000 SF |
| GROSS BUILDING AREA FOR F.A.R. **      | = | 24,391 SF |
| PERMITTED F.A.R.                       | = | 1.0       |
| PERMITTED F.A.R. W/ 20% COMM. HOUSING  | = | 2.25      |
| ADJUSTED AREA FOR F.A.R. COMM. HOUSING | = | 13,391 SF |
| COMM. HOUSING                          | = | 2,715 SF  |
| COMM. HOUSING % OF ADJUSTED AREA       | = | 20%       |
| PROPOSED F.A.R.                        | = | 2.22      |

\*\* GROSS AREA FOR OPEN TERRACES, BASEMENT, STAIRWAYS AND ELEVATOR OTHER THAN GROUND FLOOR, NOT INCLUDED IN THE "GROSS BUILDING AREA FOR F.A.R."  
\* BUILDING AREAS INCLUDED IN GROSS BUILDING AREA F.A.R.

ISSUED  
12.09.2021 DESIGN REVIEW  
02.09.2022 REVISED DESIGN REVIEW

LICENSED ARCHITECT  
AR 084243  
2/9/22  
MICHAELA BULL  
STATE OF IDAHO

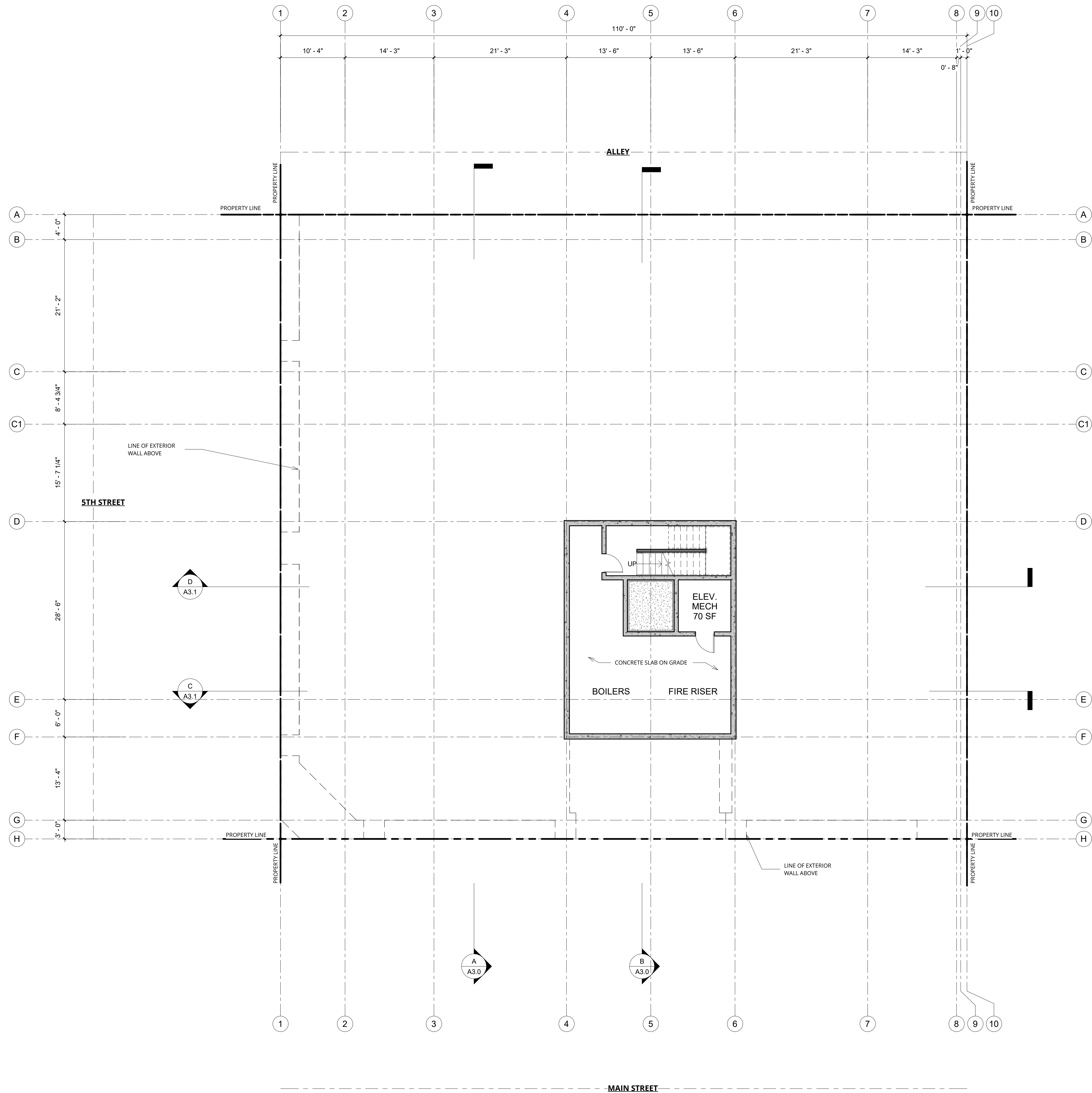
RUSCITTO LATHAM BLANTON ARCHITECTURE P.A.  
83340 208.726.5488  
www.rlbv.com

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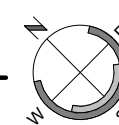
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**BASEMENT FLOOR PLAN**

SCALE: 1/8" = 1'-0"



| BASEMENT              |        |
|-----------------------|--------|
| TYPE OF CONSTRUCTION: | V-B    |
| TYPE OF OCCUPANCY:    | S-2    |
| GROSS SQUARE FOOTAGE: | 964 SF |
| NET SQUARE FOOTAGE:   | 0 SF   |

| ISSUED     |                       |
|------------|-----------------------|
| 12.09.2021 | DESIGN REVIEW         |
| 02.09.2022 | REVISED DESIGN REVIEW |
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**R. L. B.**  
**RUSCITTO LATHAM BLANTON**  
 ARCHITECTURA P.A.  
 PO BOX 5419 KETCHUM, ID 83340  
 208.726.5408  
 www.rlb-sv.com

**460 N MAIN ST.**  
 460 N MAIN STREET KETCHUM, IDAHO

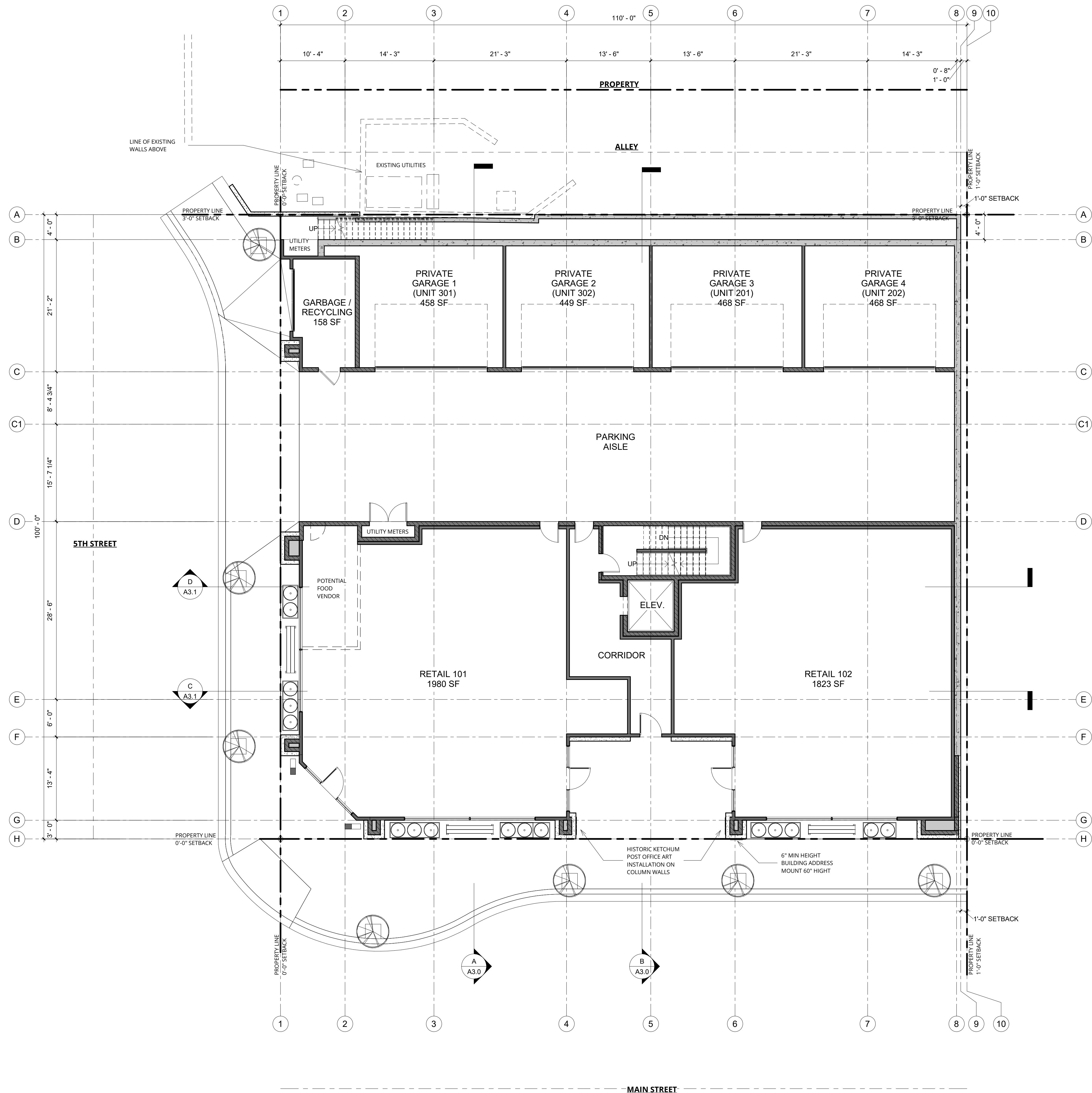
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BASEMENT  
 LEVELFLOOR  
 PLAN

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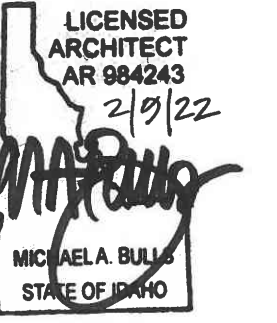
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**GROUND LEVEL FLOOR PLAN**  
SCALE: 1/8" = 1'-0"

| GROUND LEVEL          |          |
|-----------------------|----------|
| TYPE OF CONSTRUCTION: | V-B      |
| TYPE OF OCCUPANCY:    | M / S-2  |
| GROSS SQUARE FOOTAGE: | 9,277 SF |
| NET SQUARE FOOTAGE:   | 3,710 SF |

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| 12.09.2021 | DESIGN REVIEW         |
| 02.09.2022 | REVISED DESIGN REVIEW |
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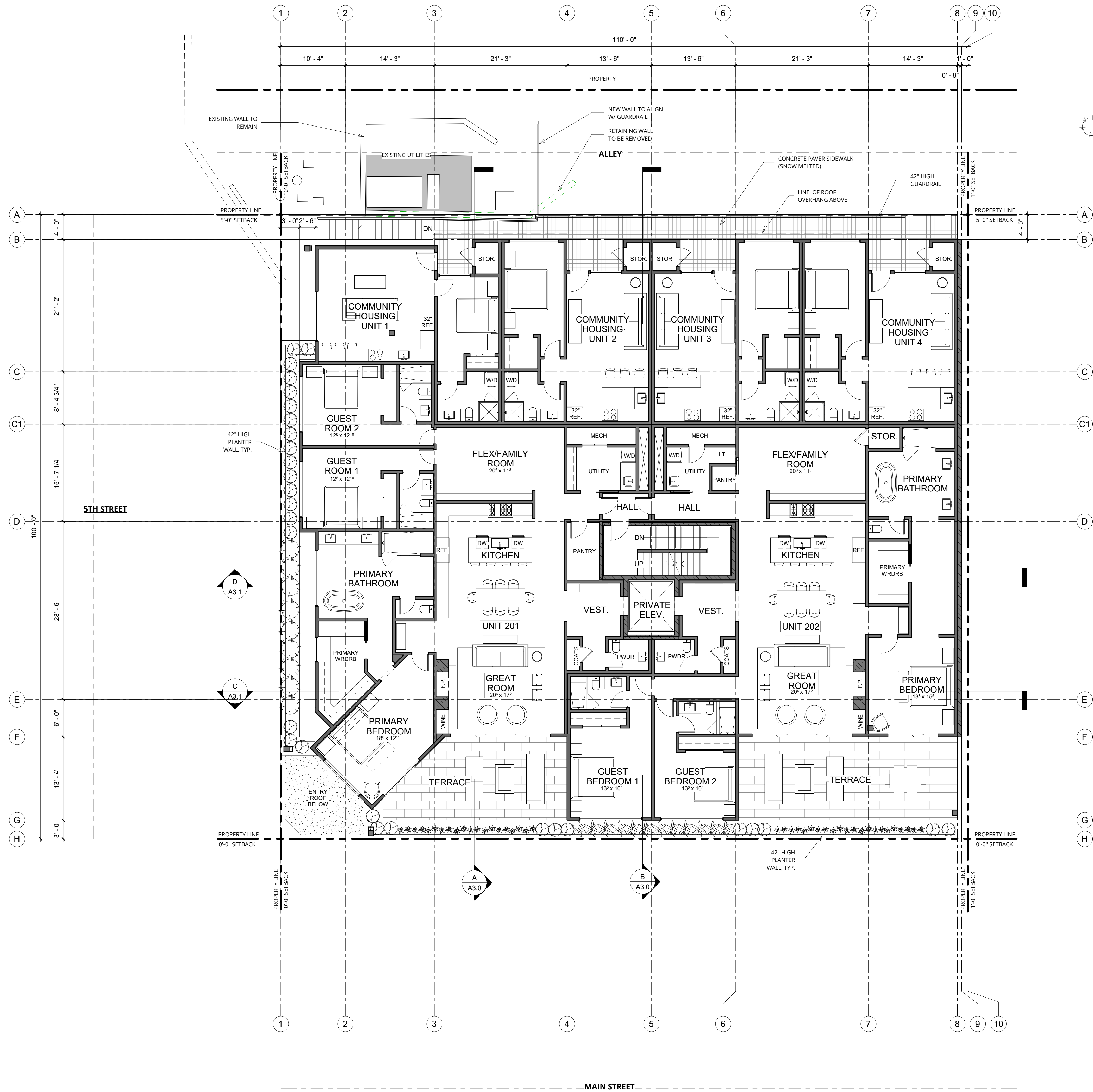
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www.rlb-va.com  
208.726.5408  
po box 5419 ketchum, id 83340

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GROUND LEVEL FLOOR PLAN  
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| SECOND LEVEL          |          |
|-----------------------|----------|
| TYPE OF CONSTRUCTION: | V-B      |
| TYPE OF OCCUPANCY:    | R-2      |
| GROSS SQUARE FOOTAGE: | 8,248 SF |
| NET SQUARE FOOTAGE:   | 8,069 SF |

SECOND LEVEL FLOOR PLAN  
SCALE: 1/8" = 1'-0"

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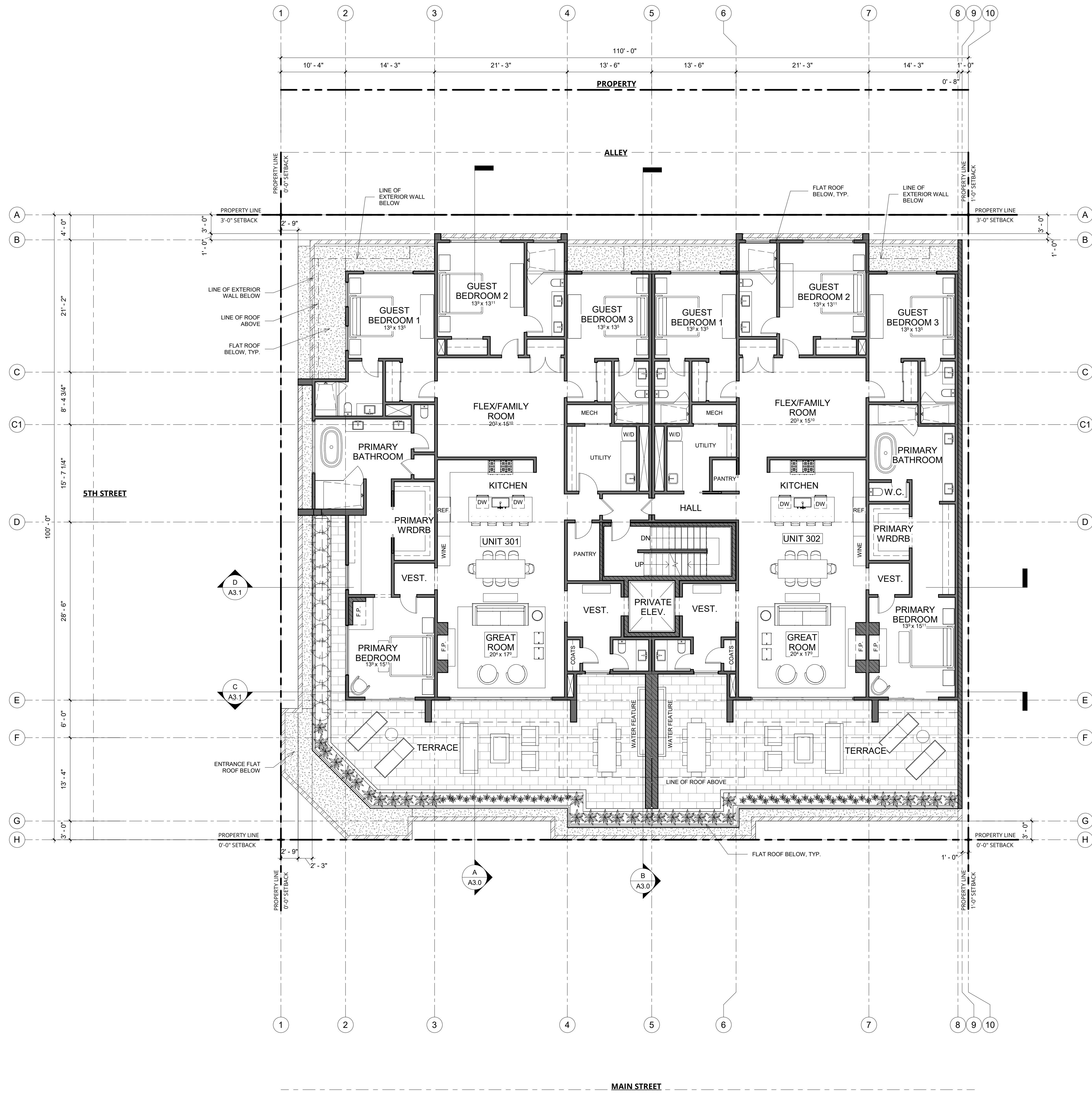
SECOND LEVEL FLOOR PLAN

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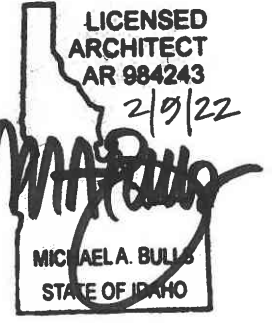
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THIRD LEVEL FLOOR PLAN  
SCALE: 1/8" = 1'-0"

| THIRD LEVEL           |          |
|-----------------------|----------|
| TYPE OF CONSTRUCTION: | V-8      |
| TYPE OF OCCUPANCY:    | R-2      |
| GROSS SQUARE FOOTAGE: | 6,635 SF |
| NET SQUARE FOOTAGE:   | 6,503 SF |

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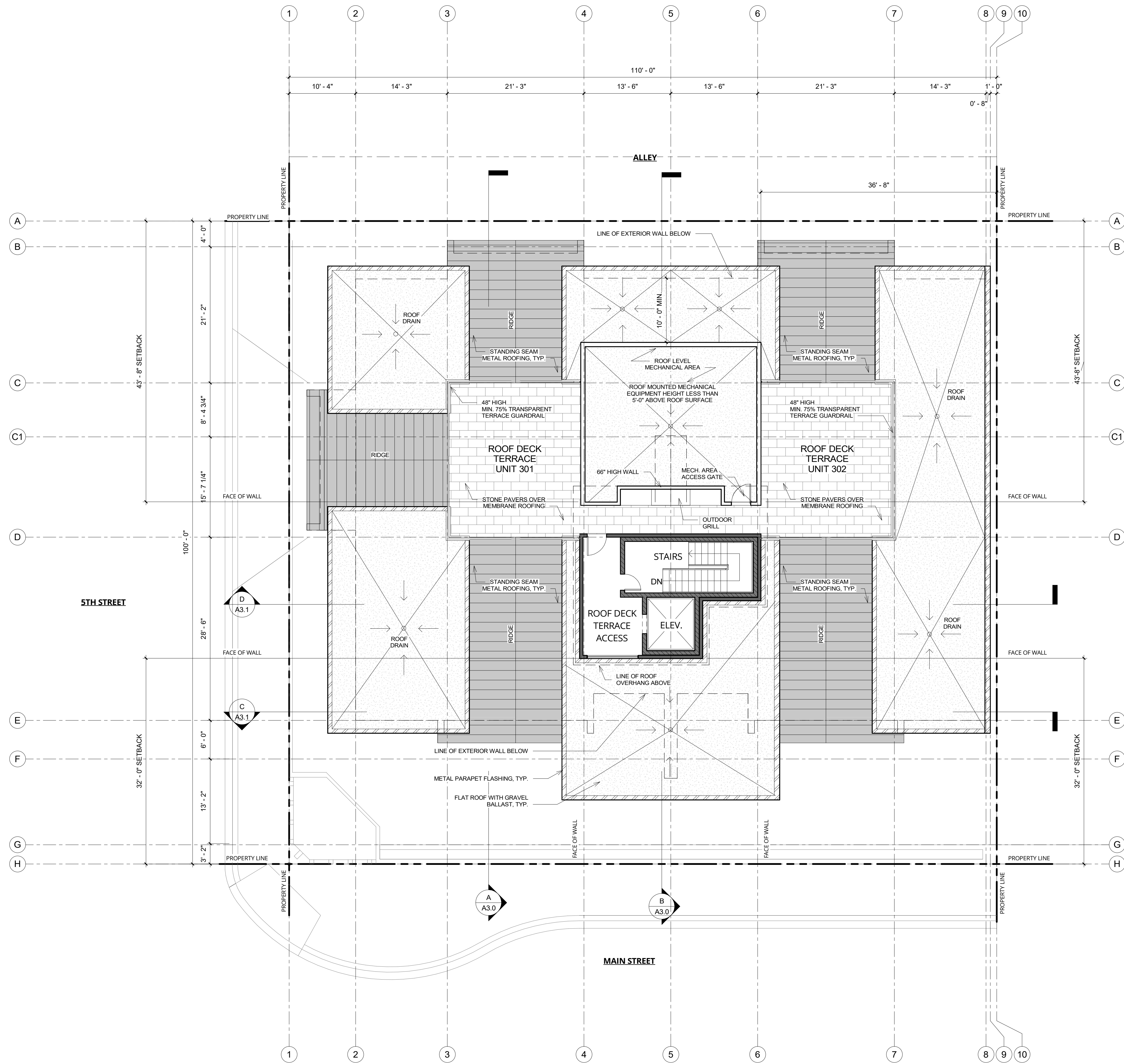
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RUSCITTO LATHAM BLANTON ARCHITECTURA P.A.  
www.rlb-va.com  
208.726.5408  
83340  
po box 5419 ketchum, id

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THIRD LEVEL FLOOR PLAN  
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| ROOF LEVEL                            |        |
|---------------------------------------|--------|
| TYPE OF CONSTRUCTION:                 | V-B    |
| TYPE OF OCCUPANCY:                    | R-2    |
| GROSS SQUARE FOOTAGE:<br>(ACCESS WAY) | 231 SF |
| NET SQUARE FOOTAGE:                   | 0 SF   |

ROOF LEVEL PLAN  
SCALE: 1/8" = 1'-0"

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| 12.09.2021 | DESIGN REVIEW         |
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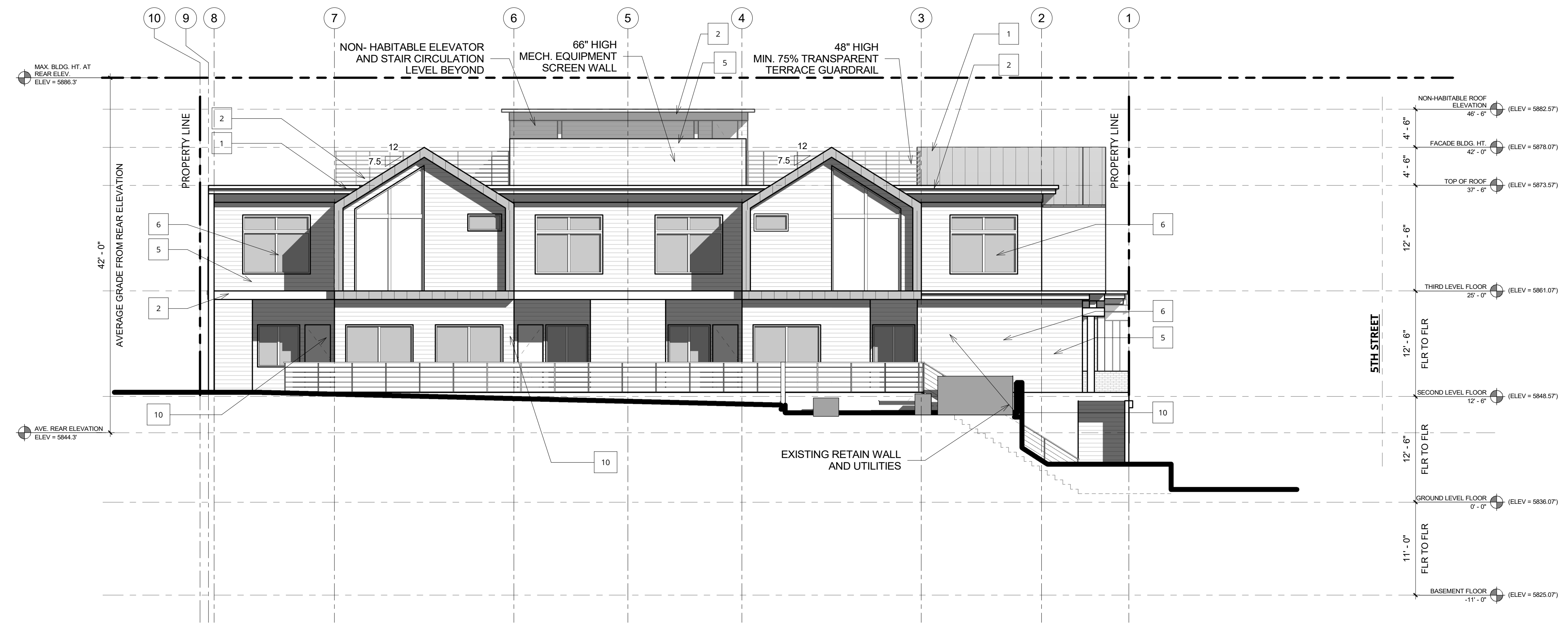
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ROOF LEVEL  
PLAN

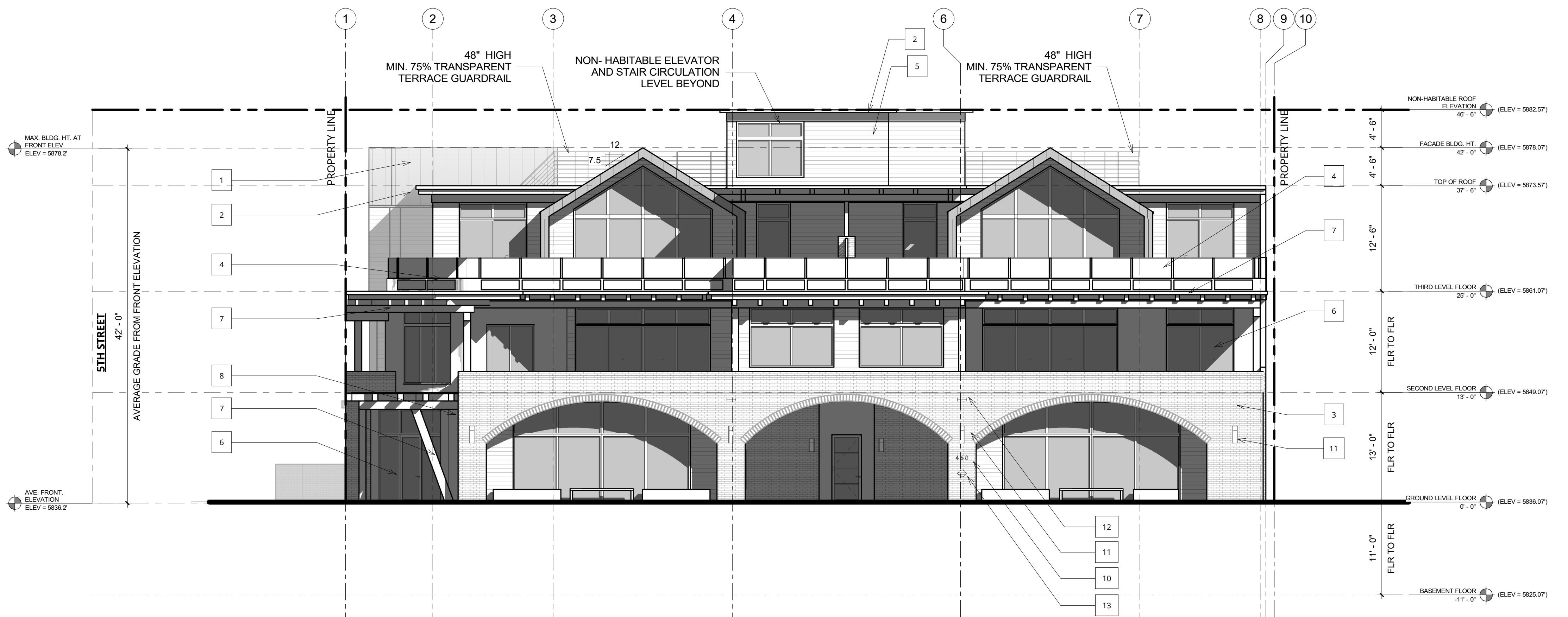
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NORTHEAST ELEVATION (ALLEY)  
SCALE: 1/8" = 1'-0"



SOUTHWEST ELEVATION (MAIN ST)  
SCALE: 1/8" = 1'-0"

| EXTERIOR MATERIALS AND NOTES |   |
|------------------------------|---|
| 1                            | STANDING SEAM METAL ROOFING - MATTE DARK BRONZE |
| 2                            | PRE-FINISHED METAL FASCIA & FLASHINGS           |
| 3                            | NATURAL STONE VENEER/BRICK COURSE LAYUP         |
| 4                            | WEATHERED WOOD VERTICAL SIDING                  |
| 5                            | WEATHERED WOOD HORIZONTAL SIDING                |
| 6                            | METAL CLAD WOOD WINDOWS AND DOORS               |
| 7                            | STAINED WOOD BEAMS, COLUMNS AND TRIM            |
| 8                            | METAL PANEL                                     |
| 9                            | PAINTED CMU                                     |
| 10                           | 6" MIN. HEIGHT BUILDING ADDRESS MOUNT 60" HIGH  |
| 11                           | LIGHT FIXTURE                                   |
| 12                           | STREET LIGHT MOUNTED TO BUILDING, TYP.          |
| 13                           | FDC CONNECTION                                  |

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LICENSED ARCHITECT  
AR 984243  
2/19/22  
*Michaela Bull*  
MICHAELA BULL  
STATE OF IDAHO

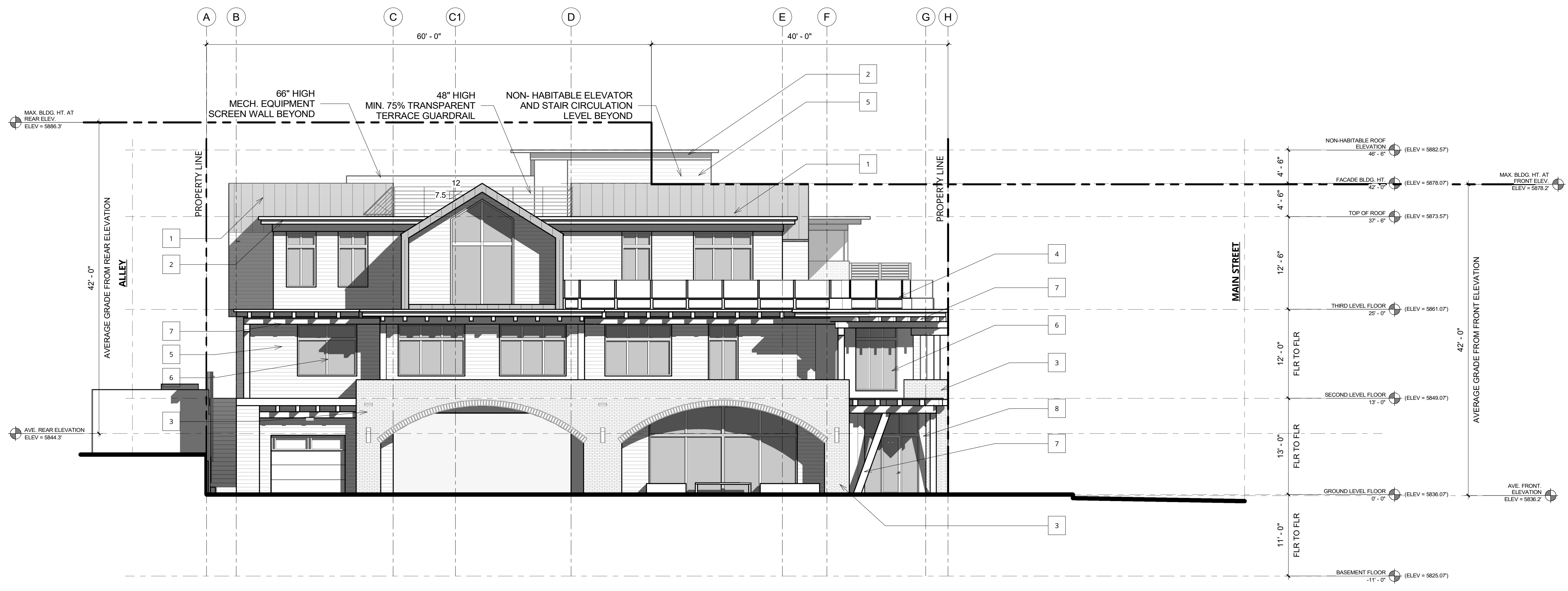
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www.rlb-ny.com  
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po box 5819 ketchum, id

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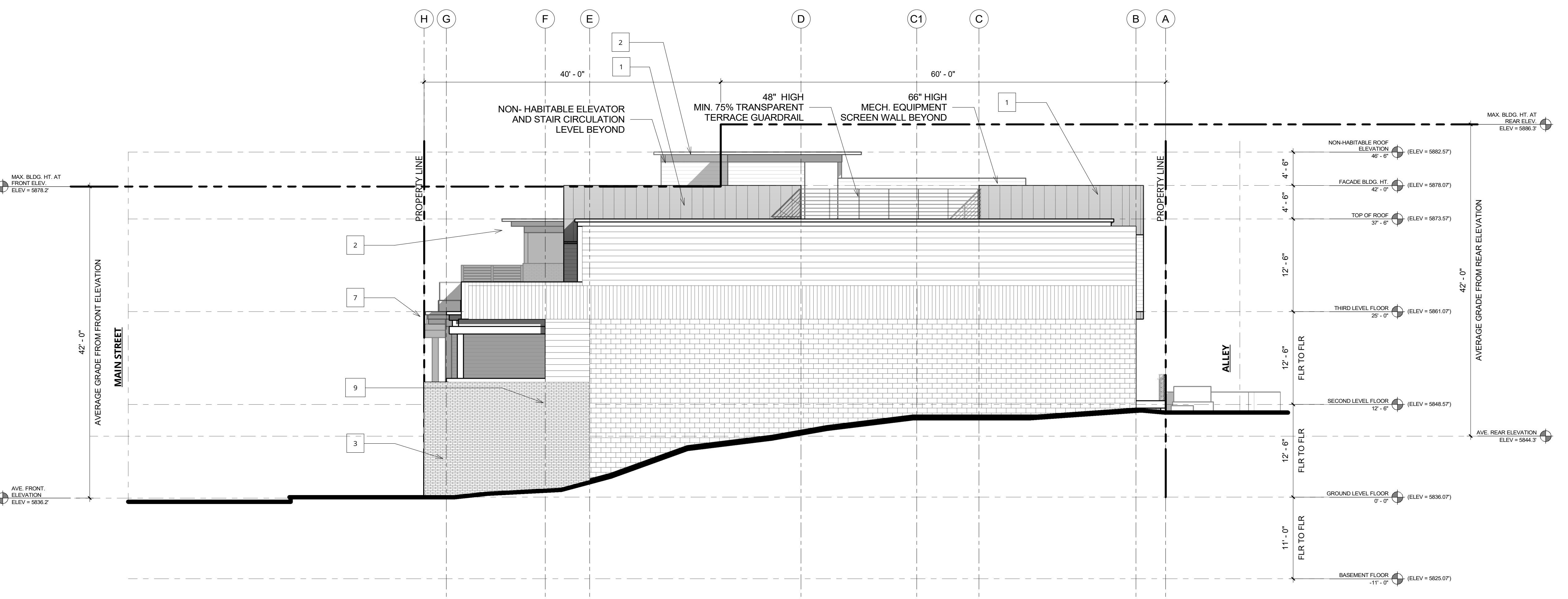
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NORTHWEST ELEVATION (5TH ST)  
SCALE: 1/8" = 1'-0"



SOUTHEAST ELEVATION  
SCALE: 1/8" = 1'-0"

| EXTERIOR MATERIALS AND NOTES |   |
|------------------------------|---|
| 1                            | STANDING SEAM METAL ROOFING - MATTE DARK BRONZE |
| 2                            | PRE-FINISHED METAL FASCIA & FLASHINGS           |
| 3                            | NATURAL STONE VENEER/BRICK COURSE LAYUP         |
| 4                            | WEATHERED WOOD VERTICAL SIDING                  |
| 5                            | WEATHERED WOOD HORIZONTAL SIDING                |
| 6                            | METAL CLAD WOOD WINDOWS AND DOORS               |
| 7                            | STAINED WOOD BEAMS, COLUMNS AND TRIM            |
| 8                            | METAL PANEL                                     |
| 9                            | PAINTED CMU                                     |
| 10                           | 6" MIN. HEIGHT BUILDING ADDRESS MOUNT 60" HIGH  |
| 11                           | LIGHT FIXTURE                                   |
| 12                           | STREET LIGHT MOUNTED TO BUILDING, TYP.          |
| 13                           | FDC CONNECTION                                  |

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EXTERIOR RENDERING: MAIN STREET & 5TH STREET



EXTERIOR RENDERING: 5TH STREET



EXTERIOR RENDERING: MAIN STREET

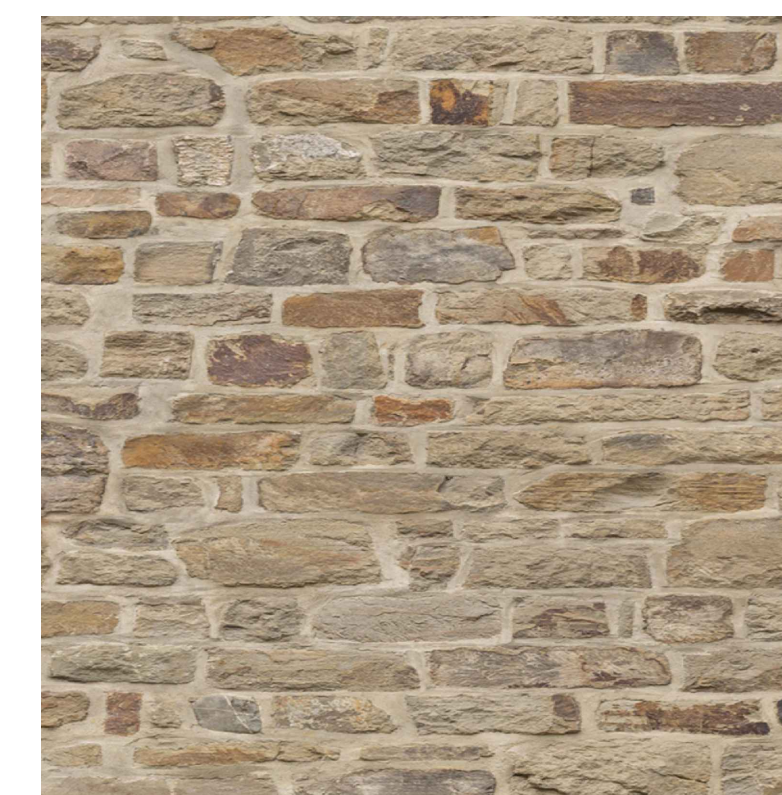


METAL: MATTE DARK BRONZE

- STANDING SEAM METAL ROOFING
- METAL FASCIA
- FLASHINGS
- WINDOWS & DOORS



WOOD SIDING COLUMNS, BEAMS AND TRIM



NATURAL STONE VENEER / BRICK COURSE LAYUP



WOOD SOFFITS

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EXTERIOR  
RENDERINGS &  
MATERIALS

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**A 4.2**

# MAIN STREET ELEVATION

## CONTEXT COMPARISON EXHIBIT



460 N. MAIN STREET - SOUTH WEST ELEVATION (MAIN ST.)

N.T.S.



### TYPE 'C' FIXTURE

## ZUR 18 WALL SCENE

TECH LIGHTING

Exhibiting Tech Lighting's refined and undorned minimalist aesthetic, the Zur Collection of wall sconces features an innovative pivot design that aims light precisely as needed for way finding, architectural accents or landscape illumination. The elegant Zur Outdoor Collection blends seamlessly and inconspicuously into contemporary architecture and landscapes while providing efficient LED illumination.

**Outstanding protection against the elements:**

- Powder coat finishes
- Stainless Steel mounting hardware
- IP65 rated

**Head pivots 240° for wall grazing or directional illumination**

**SPECIFICATIONS**

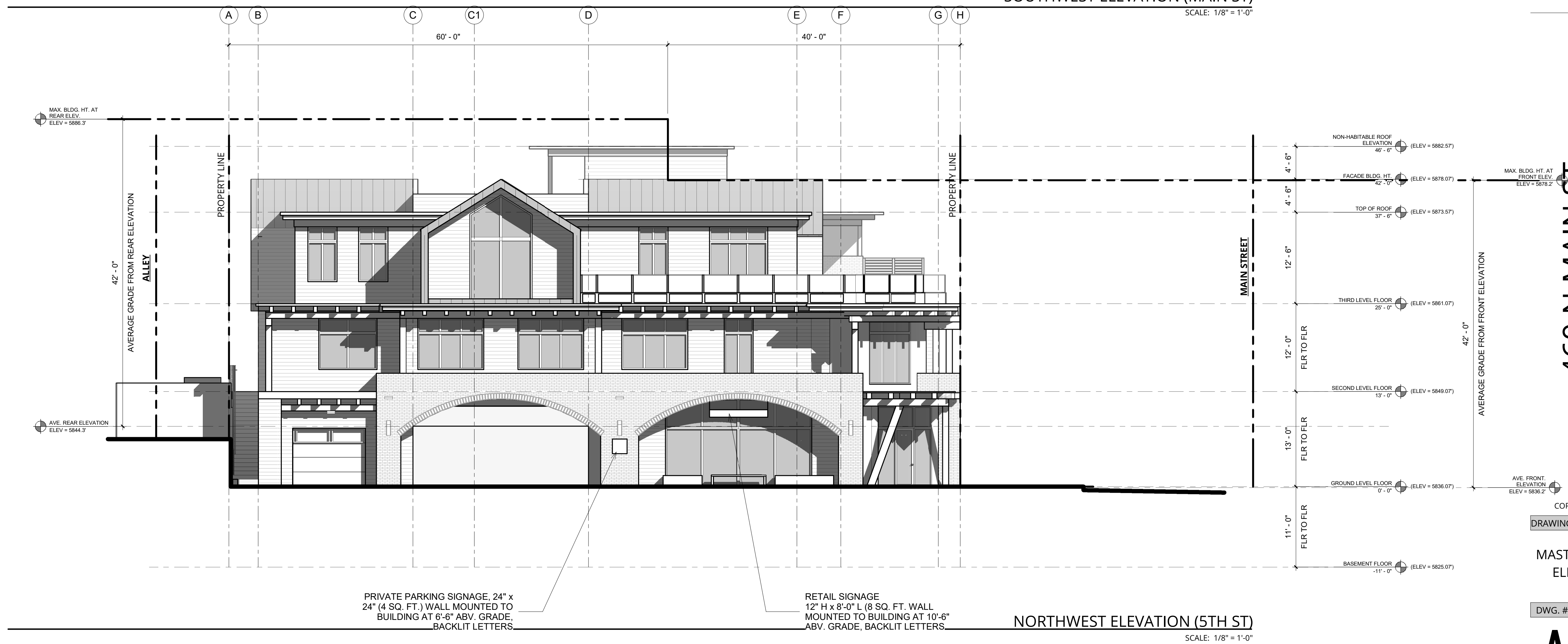
|                     |  |
|---------------------|--|
| LUMENS              | 451-1633.3, 91-3093.6  |
| WATTS               | 25.4   |
| VOLTAGE             | Universal 120-277V, with integral transient 2.5kV surge protection (built-in)  |
| DIMMING             | 0-10, 0-1V   |
| LIGHT DISTRIBUTION  | Adjustable   |
| OPTICS              | 40° FOV  |
| MOUNTING OPTIONS    | Wall   |
| ADJUSTABILITY       | Head pivots 240°   |
| PERFORMANCE OPTIONS | Photocontrolled / 16 Lux Base  |
| CT                  | 2700K, 3000K or 4000K  |
| CRI                 | 90+  |
| COLOR BINNING       | 3 Step   |
| BIG RATINGS         | 4F, 8F, 10, 15, 20, 30, 40, 50, 60, 70, 80, 90, 100, 120, 150, 200, 250, 300, 400, 500, 600, 700, 800, 900, 1000, 1200, 1500, 2000, 2500, 3000, 4000, 5000, 6000, 7000, 8000, 9000, 10000, 12000, 15000, 20000, 25000, 30000, 40000, 50000, 60000, 70000, 80000, 90000, 100000, 120000, 150000, 200000, 250000, 300000, 400000, 500000, 600000, 700000, 800000, 900000, 1000000, 1200000, 1500000, 2000000, 2500000, 3000000, 4000000, 5000000, 6000000, 7000000, 8000000, 9000000, 10000000, 12000000, 15000000, 20000000, 25000000, 30000000, 40000000, 50000000, 60000000, 70000000, 80000000, 90000000, 100000000, 120000000, 150000000, 200000000, 250000000, 300000000, 400000000, 500000000, 600000000, 700000000, 800000000, 900000000, 1000000000, 1200000000, 1500000000, 2000000000, 2500000000, 3000000000, 4000000000, 5000000000, 6000000000, 7000000000, 8000000000, 9000000000, 10000000000, 12000000000, 15000000000, 20000000000, 25000000000, 30000000000, 40000000000, 50000000000, 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AR 084243  
2/9/22  
MICHAELA BULL  
STATE OF IDAHO

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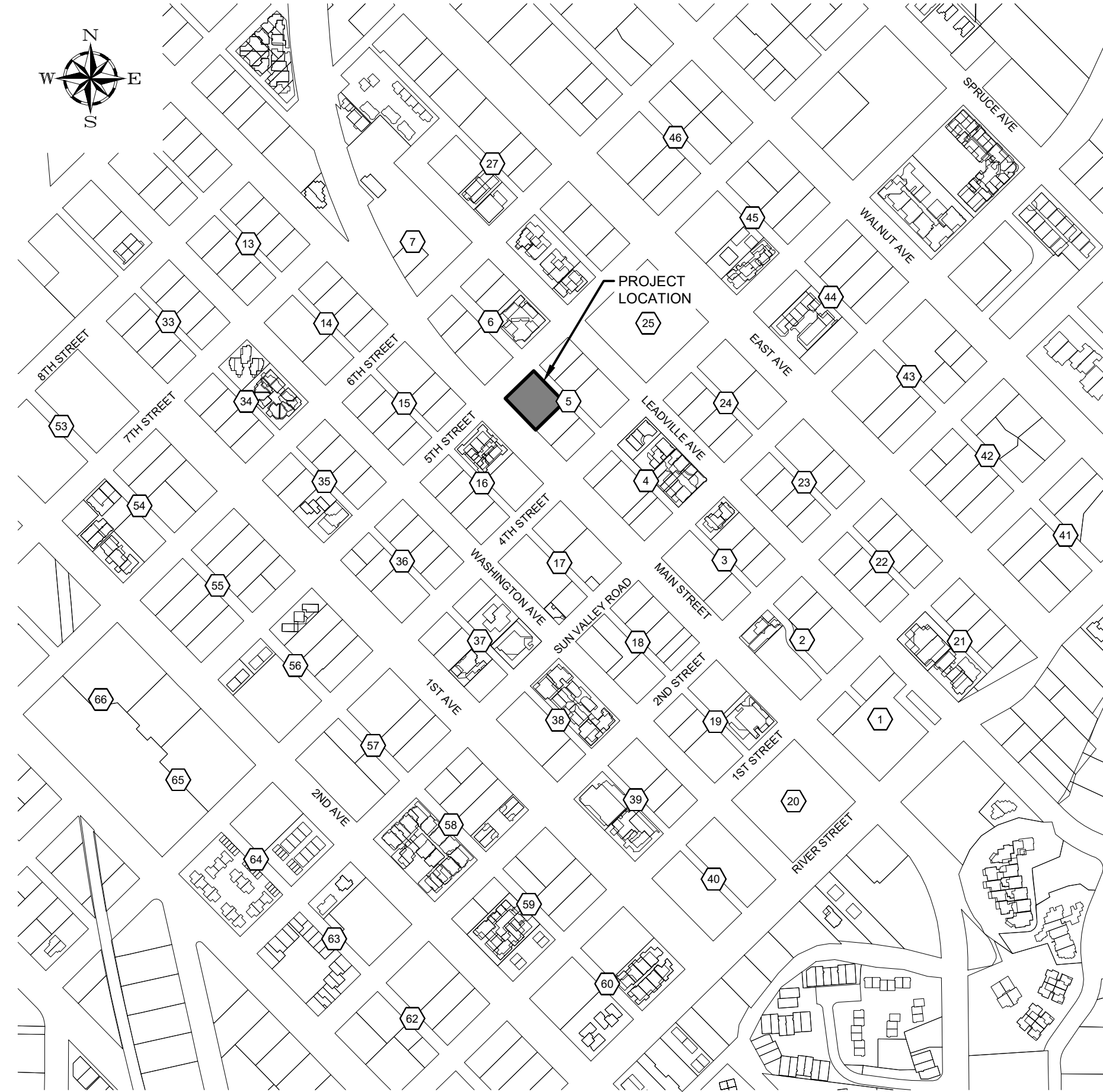
# 460 N. MAIN STREET

## KETCHUM, IDAHO

### FEBRUARY 2022

#### CONSTRUCTION NOTES

- ALL CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE MOST CURRENT EDITION OF THE "IDAHO REGULATIONS FOR PUBLIC DRINKING WATER SYSTEMS," THE CURRENT EDITION OF THE "IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION" (ISPC), AND CITY OF KETCHUM STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND KEEPING A COPY OF THE ISPC ON SITE DURING CONSTRUCTION.
- THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN ON THE PLANS IN AN APPROXIMATE WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING EXISTING UTILITIES PRIOR TO COMMENCING AND DURING THE CONSTRUCTION. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH RESULT FROM HIS FAILURE TO ACCURATELY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. CONTRACTOR SHALL CALL DIGLINE (1-800-342-1585) TO LOCATE ALL EXISTING UNDERGROUND UTILITIES.
- THE CONTRACTOR SHALL CLEAN UP THE SITE AFTER CONSTRUCTION SO THAT IT IS IN A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED PRIOR TO CONSTRUCTION, INCLUDING BUT NOT LIMITED TO, EPA'S NPDES CONSTRUCTION GENERAL PERMIT.
- THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION.
- CONSTRUCTION OF WATER MAINS AND ALL OTHER RELATED APPURTENANCES SHALL BE IN ACCORDANCE WITH THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPC), IDAPA 58.01.08, IDAHO RULES FOR PUBLIC DRINKING WATER SYSTEMS AND THE CITY OF KETCHUM UTILITIES DEPARTMENT STANDARDS.
- CONTRACTOR SHALL PRESSURE TEST, DISINFECT, AND CONDUCT BIOLOGICAL TESTING IN ACCORDANCE WITH THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPC), AMERICAN WATER WORKS ASSOCIATION (AWWA) STANDARDS, AND THE PRESSURE TESTING, DISINFECTION, AND MICROBIOLOGICAL TESTING PROCEDURES.
- ALL WATER SUPPLY FIXTURES, FITTINGS, PIPING, AND ALL RELATED APPURTENANCES SHALL BE ANS/NSF STD. 61 COMPLIANT.
- ALL WATER SUPPLY FIXTURES, FITTINGS, PIPING, AND ALL RELATED APPURTENANCES SHALL COMPLY WITH THE LOW LEAD ACT REQUIRING ALL MATERIALS TO HAVE A LEAD CONTENT EQUAL TO OR LESS THAN 0.25%.
- THE CONTRACTOR SHALL USE ANS/NSF STANDARD 60 CHEMICALS AND COMPOUNDS DURING INSTALLATION & DISINFECTION OF POTABLE WATER MAIN.
- CONTRACTOR SHALL COORDINATE LOCATIONS OF DRY UTILITY FACILITIES (POWER, CABLE, PHONE, TV) NOT SHOWN ON THE DRAWING WITH IDAHO POWER.
- ALL CLEARING & GRUBBING SHALL CONFORM TO ISPC SECTION 201.
- ALL EXCAVATION & EMBANKMENT SHALL CONFORM TO ISPC SECTION 202. EXCAVATED SUBGRADE SHALL BE COMPACTED AND ALL UNSUITABLE SECTIONS REMOVED AND REPLACED WITH STRUCTURAL FILL AS DETERMINED BY THE ENGINEER. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99 OR ITD T-91.
- ALL 2" MINUS GRAVEL SHALL CONFORM TO ISPC 802, TYPE II (ITD STANDARD 703.04, 2"), SHALL BE PLACED IN CONFORMANCE WITH ISPC SECTION 801 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 90% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99.
- ALL 3/4" MINUS CRUSHED GRAVEL SHALL CONFORM TO ISPC 802, TYPE I (ITD STANDARD 703.04, 3/4" B), SHALL BE PLACED IN CONFORMANCE WITH ISPC SECTION 802 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99 OR ITD T-91.
- ALL ASPHALTIC CONCRETE PAVEMENT WORK SHALL CONFORM TO ISPC SECTION(S) 805, 810, AND 811 FOR CLASS II PAVEMENT. ASPHALT AGGREGATE SHALL BE 1/2" (13MM) NOMINAL SIZE CONFORMING TO TABLE 803B IN ISPC SECTION 803. ASPHALT BINDER SHALL BE PG 58-28 CONFORMING TO TABLE A-1 IN ISPC SECTION 805.
- ALL EDGES OF EXISTING ASPHALT PAVING SHALL BE SAW CUT 24" TO PROVIDE A CLEAN PAVEMENT EDGE FOR MATCHING. NO WHEEL CUTTING SHALL BE ALLOWED.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING TRAFFIC CONTROL PER THE CURRENT EDITION OF THE US DEPARTMENT OF TRANSPORTATION MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
- ALL CONCRETE FORM WORK SHALL CONFORM TO ISPC SECTION 701 AND 703. ALL CONCRETE SHALL BE 3,000 PSI MINIMUM, 28 DAY, AS DEFINED IN ISPC SECTION 703, TABLE 1.C.
- ALL TRENCHING SHALL CONFORM TO ISPC STANDARD DRAWING SD-301. TRENCHES SHALL BE BACKFILLED AND COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99.
- TOPOGRAPHIC, SITE, AND BOUNDARY SURVEYS SHOWN HEREON WERE CONDUCTED BY BENCHMARK ASSOCIATES, P.A., 11/6/2019. REFER TO TOPOGRAPHIC MAP FOR NOTES.
- PER IDAHO CODE § 55-1613, THE CONTRACTOR SHALL RETAIN AND PROTECT ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS; ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS THAT ARE LOST OR DISTURBED BY CONSTRUCTION SHALL BE REESTABLISHED AND RE-MONUMENTED, AT THE EXPENSE OF THE AGENCY OR PERSON CAUSING THEIR LOSS OR DISTURBANCE AT THEIR ORIGINAL LOCATION OR BY SETTING OF A WITNESS CORNER OR REFERENCE POINT OR A REPLACEMENT BENCHMARK OR CONTROL POINT, BY OR UNDER THE DIRECTION OF A PROFESSIONAL LAND SURVEYOR.



| LEGEND                      |                                     |
|-----------------------------|-------------------------------------|
| EXISTING ITEMS              |                                     |
| Property Line               | —s— Sewer Main                      |
| Adjoinder's Lot Line        | —SS— SS = Sewer Service             |
| Centerline                  | —SMH— SMH = Sewer Manhole           |
| FD = Found Monument Well    | —SD— Storm Drain                    |
| FDAC = Found Aluminum Cap   | —CB— CB = Catch Basin               |
| FD5/8 = Found 5/8" Rebar    | —DWELL— DWELL = Dry Well            |
| FD1/2 = Found 1/2" Rebar    | —SDMH— SDMH = Storm Drain Manhole   |
| 5' Contour Interval         | —K12— Ketchum City Water Line (12") |
| 1' Contour Interval         | —K4— Ketchum City Water Line (4")   |
| Curb & Gutter               | —WS— WS = Water Service             |
| FNC = Fence Line            | —WMT— WMT = Water Meter             |
| Building                    | —FH— FH = Fire Hydrant              |
| Asphalt                     | —FFH— FFH = Frost Free Hydrant      |
| Concrete Sidewalk           | —WV— WV = Water Valve               |
| RTW = Retaining Wall        | —TC— Trash Can                      |
| CT = Conifer Tree           | —BOW— BOW = Back of Walk            |
| DT = Deciduous Tree         | —CC— CC = Curb Cut                  |
| SGN = Sign                  | —CL— CL = Centerline                |
| Road Paint                  | —COR— COR = Corner                  |
| FOB = Fiber Optic Line      | —EOA— EOA = Edge of Asphalt         |
| GM = Gas Main               | —EOC— EOC = Edge of Concrete        |
| GMTR = Gas Meter            | —FF— FF = Finished Floor            |
| TVB = Cable TV Buried       | —GB— GB = Grade Break               |
| TVBOX = Cable TV Riser      | —IC— IC = Illegible Cap             |
| PHB = Buried Telephone Line | —LIP— LIP = Lip of Gutter           |
| PHBOX = Telephone Riser     | —NC— NC = No Cap                    |
| BP, PB = Buried Power Line  | —NG— NG = Natural Ground            |
| Light                       | —TA— TA = Top of Asphalt            |
| PBOX = Power Box            | —TBC— TBC = Top Back of Curb        |
| PV = Power Vault            | —TOE— TOE = Toe of Slope            |
| PMTR = Power Meter          | —TOP— TOP = Top of Slope            |
| OUTLET = Power Outlet       |                                     |
| Traffic Signal Post         |                                     |
| TCB = Traffic Control Box   |                                     |

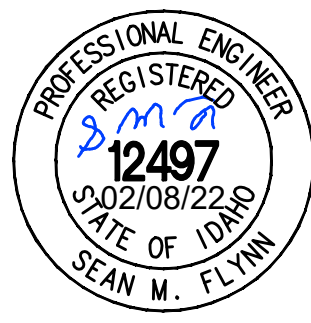
#### SHEET INDEX

| SHEET# | DESCRIPTION               |
|--------|---------------------------|
| C0.1   | COVER SHEET               |
| C0.2   | EXISTING SITE CONDITIONS  |
| C1.0   | SITE GEOMETRY             |
| C2.0   | SITE GRADING AND DRAINAGE |
| C2.1   | DETAIL SHEET              |
| C2.2   | DETAIL SHEET              |
| C2.3   | DETAIL SHEET              |

460 N. MAIN STREET  
COVER SHEET

LOCATED WITHIN SECTION 15, T.2 N., R.18 E., B.M., CITY OF HAILEY, BLAINE COUNTY, IDAHO  
PREPARED FOR DAVE WILSON

PROJECT INFORMATION  
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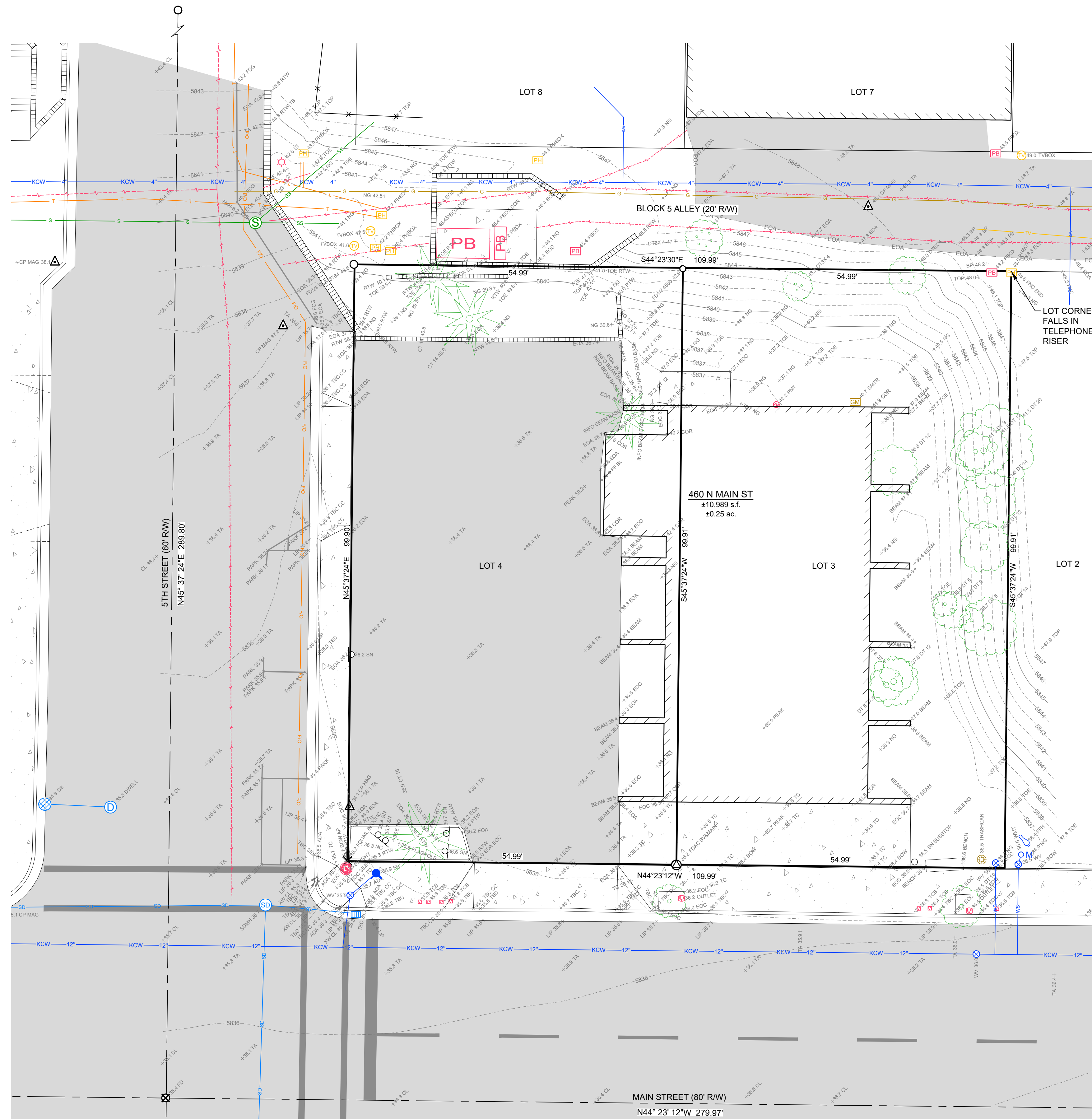
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**GALENA**  
ENGINEERING, INC.  
Civil Engineers & Land Surveyors  
317 N. River Street  
Hailey, Idaho 83433  
(208) 788-1705  
email: galena@galena-engineering.com

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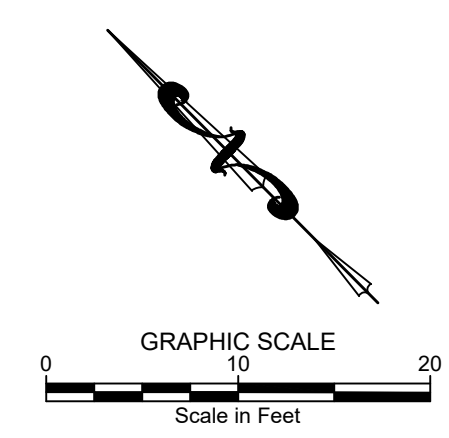
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REUSE OF DRAWINGS: These drawings, or any portion thereof, shall not be used on any project or extension of this project except by agreement in writing with Galena Engineering, Inc.



- LEGEND**
- Property Line
  - Adjoiner's Lot Line
  - Centerline
  - FD = Found Monument Well
  - FDAC = Found Aluminum Cap
  - FD5/8 = Found 5/8" Rebar
  - FD1/2 = Found 1/2" Rebar
  - FDNAIL = Nail
  - CP = Survey Control Point
  - 5' Contour Interval
  - 1' Contour Interval
  - Curb & Gutter
  - FNC = Fence Line
  - Building
  - Asphalt
  - Concrete Sidewalk
  - RTW = Retaining Wall
  - CT = Conifer Tree
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  - NG = Natural Ground
  - TA = Top of Asphalt
  - TBC = Top Back of Curb
  - TOE = Toe of Slope
  - TOP = Top of Slope

- NOTES**
- The purpose of this map is to show topographical information as it existed on the date the field survey was performed. Changes may have occurred to site conditions since survey date (05/05/2021).
  - Boundary information is based on Found Monumentation. Please refer to the Official Map of the Village of Ketchum, Instr# 302967, and a Record of Survey for Ketchum Block 5, Lots 3 & 4, Instr# 642700, records of Blaine County, Idaho. Refer to the Plat Notes, Conditions, Covenants, and Restrictions on Original Plat.
  - Underground utility locations are based on above ground appearances / utilities visible at the time of the survey and City Maps. Utilities should be located prior to any excavation.
  - Galena Engineering Inc. has not received a Title Policy from the client and has not been requested to obtain one. Relevant information that may be contained within a Title Policy may therefore not appear on this map and may affect items shown hereon. It is the responsibility of the client to determine the significance of the Title Policy information and determine whether it should be included. If the client desires for the information to be included they must furnish said information to Galena Engineering, Inc. and request it be added to this map.
  - Benchmark is top of Aluminum Cap at the common property corner of Lots 3 & 4 along Main Street, elevation = 5836.23. Point elevations shown are truncated (i.e. 36.2 is 5836.2). Vertical Datum is NAVD 1988.



**460 N MAIN ST  
EXISTING SITE CONDITIONS**

LOCATED WITHIN SECTION 15, T.2 N., R. 18 E., B.M., CITY OF HAILEY, BLAINE COUNTY, IDAHO  
PREPARED FOR DAVE WILSON

PROJECT INFORMATION  
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| DRAWN BY    |  |
| SMF         |  |
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**GALENA ENGINEERING, INC.**  
Civil Engineers & Land Surveyors  
317 N. River Street  
Hailey, Idaho 83433  
(208) 768-1705  
email: galena@galena-engineering.com

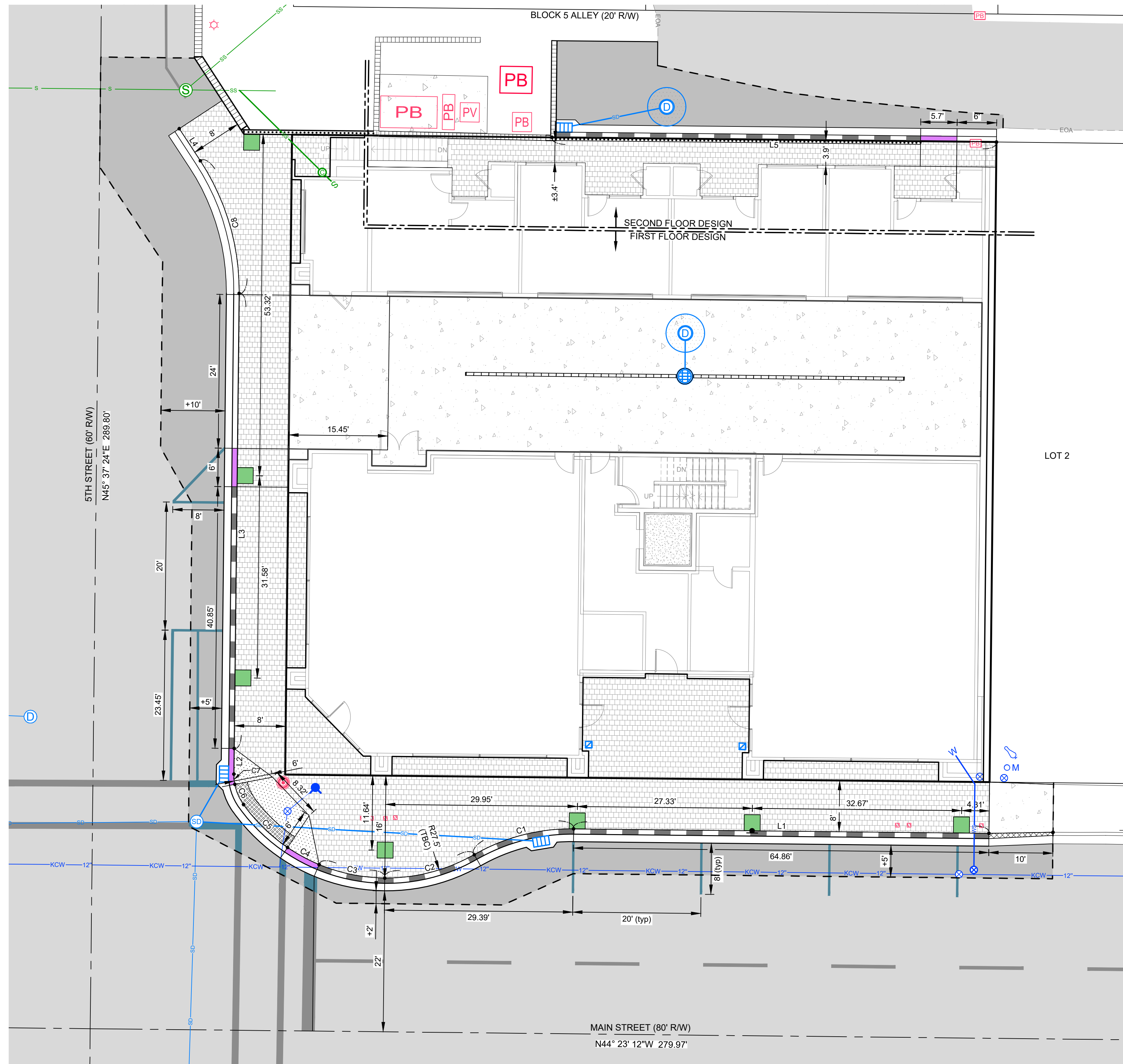
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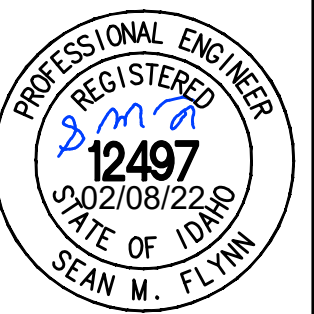
| Top Back of Curb Line Table |               |        |                |               |
|-----------------------------|---------------|--------|----------------|---------------|
| Line                        | Direction     | Length | Start Northing | Start Easting |
| L1                          | N44° 23' 12"W | 64.86' | 734716.935     | 1544248.532   |
| L2                          | N45° 37' 24"E | 4.00'  | 734806.831     | 1544171.702   |
| L3                          | N45° 37' 24"E | 71.05' | 734809.632     | 1544174.564   |
| L4                          | N11° 44' 14"E | 5.99'  | 734878.239     | 1544235.695   |
| L5                          | N44° 23' 30"W | 69.41' | 734792.408     | 1544325.663   |

| Top Back of Curb Curve Table |        |        |             |                 |              |                |               |
|------------------------------|--------|--------|-------------|-----------------|--------------|----------------|---------------|
| Curve                        | Radius | Length | Delta       | Chord Direction | Chord Length | Start Northing | Start Easting |
| C1                           | 30.50' | 16.21' | 30° 27' 01" | N59° 36' 42"W   | 16.02'       | 734763.287     | 1544203.161   |
| C2                           | 27.50' | 14.62' | 30° 27' 01" | N59° 36' 42"W   | 14.44'       | 734771.391     | 1544189.343   |
| C3                           | 27.50' | 10.54' | 21° 57' 05" | N33° 24' 39"W   | 10.47'       | 734778.697     | 1544176.883   |
| C4                           | 27.50' | 5.60'  | 11° 40' 25" | N16° 35' 54"W   | 5.59'        | 734787.439     | 1544171.117   |
| C5                           | 27.50' | 9.67'  | 20° 08' 45" | N00° 41' 19"W   | 9.62'        | 734792.799     | 1544169.520   |
| C6                           | 8.00'  | 3.46'  | 24° 44' 48" | N21° 45' 27"E   | 3.43'        | 734802.418     | 1544169.404   |
| C7                           | 8.00'  | 1.60'  | 11° 29' 33" | N39° 52' 38"E   | 1.60'        | 734805.602     | 1544170.675   |
| C8                           | 37.00' | 21.88' | 33° 53' 11" | N28° 40' 49"E   | 21.57'       | 734859.319     | 1544225.345   |



460 N. MAIN STREET  
 SITE GEOMETRY PLAN  
 LOCATED WITHIN SECTION 15, T.2 N., R.18 E., B.M., CITY OF HAILEY, BLAINE COUNTY, IDAHO  
 PREPARED FOR DAVE WILSON

PROJECT INFORMATION  
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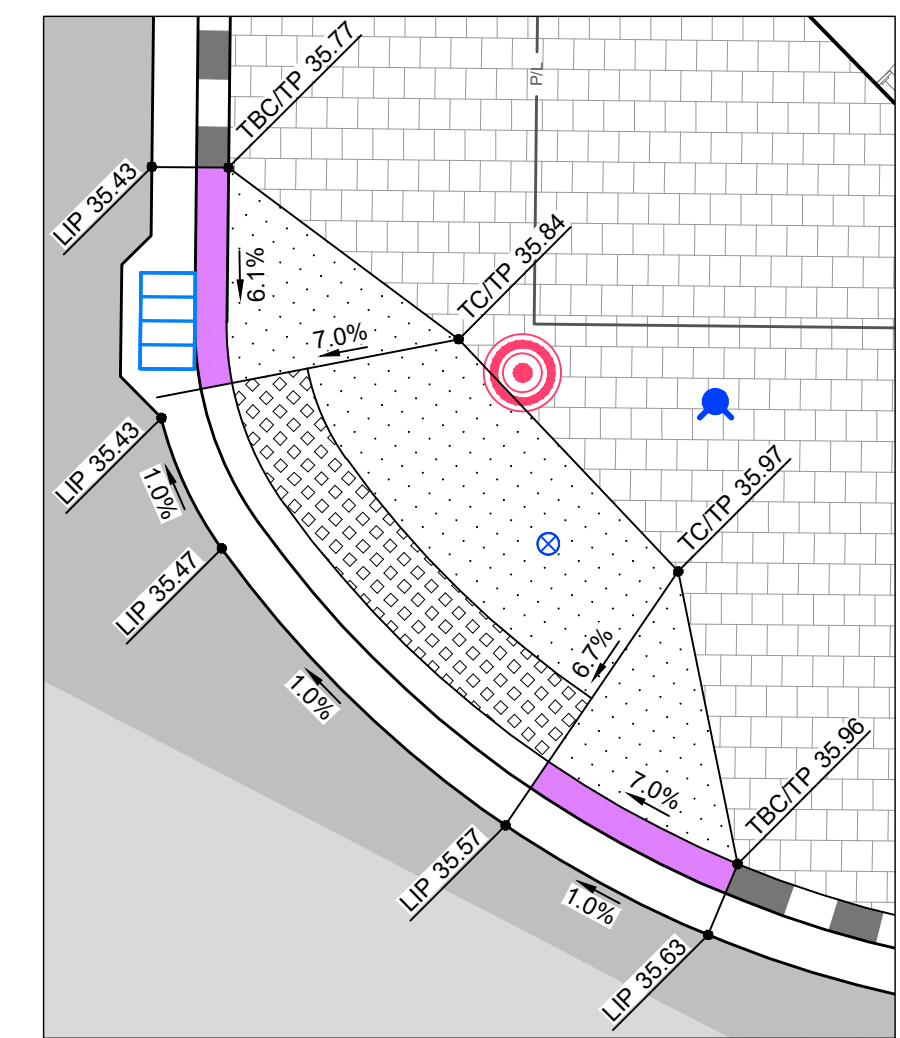
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**UTILITY IMPROVEMENT KEY NOTES**

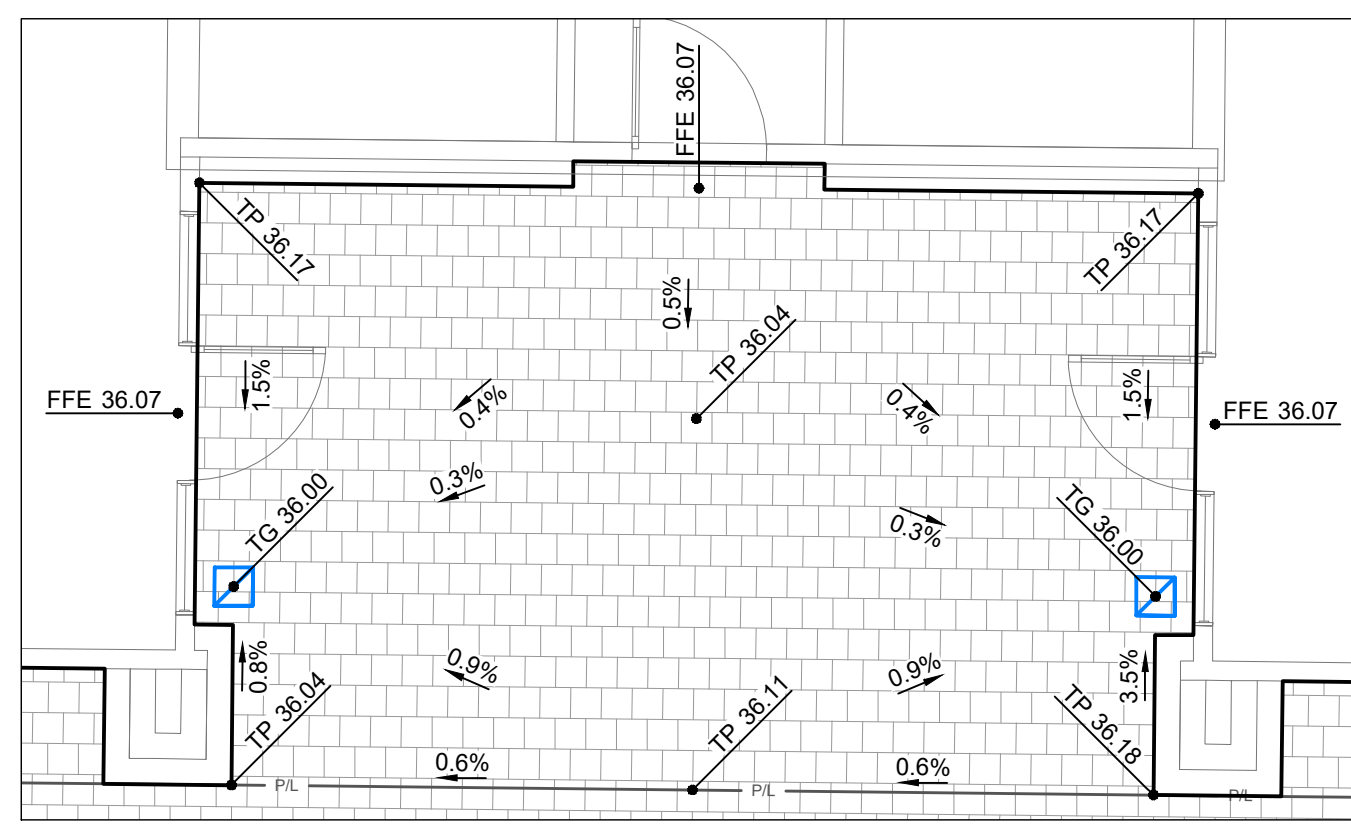
- U01 INSTALL 4" PVC SEWER SERVICE WITH CLEANOUT. CONNECT TO 8" CONCRETE SEWER MAIN. SEE DETAIL 1 / C2.3 FOR TRENCHING.
- U02 REMOVE AND DISPOSE OF EXISTING WATER SERVICE. INSTALL 6" PVC WATER SERVICE. SEE DETAIL 1 / C2.3 FOR TRENCHING.
- U03 MOVE TELEPHONE RISER. CONTRACTOR TO COORDINATE ACTIVITY WITH UTILITY FRANCHISE.
- U04 MOVE POWER BOX. CONTRACTOR TO COORDINATE ACTIVITY WITH IDAHO POWER.
- U05 EXISTING FIBER OPTIC LINE (F/O) EXISTS IN THIS AREA. CONTRACTOR SHALL EXPOSE LINE TO CONFIRM LOCATION AND DEPTH. F/O LINE MAY NEED TO BE LOWERED OR MOVED.
- U06 INSTALL NEW POWER BOX. BY OTHERS. WORK TO BE COORDINATED WITH IDAHO POWER COMPANY.



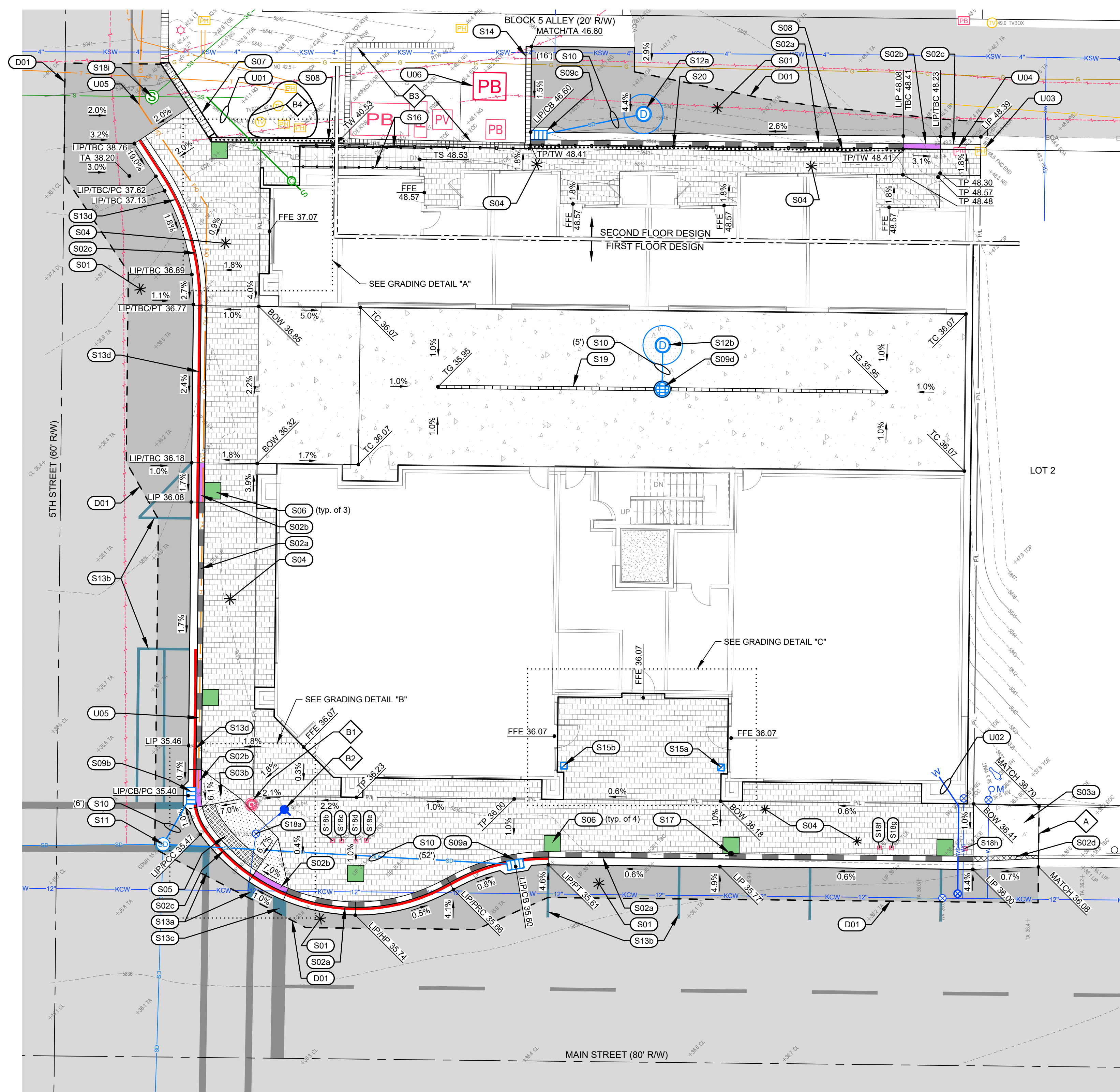
**GRADING DETAIL "A"**  
SCALE: 1" = 5'



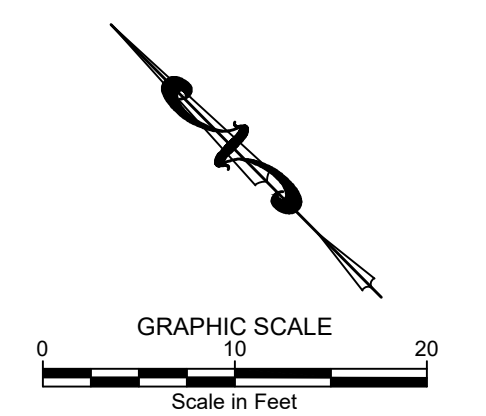
**GRADING DETAIL "B"**  
SCALE: 1" = 5'



**GRADING DETAIL "C"**  
SCALE: 1" = 5'



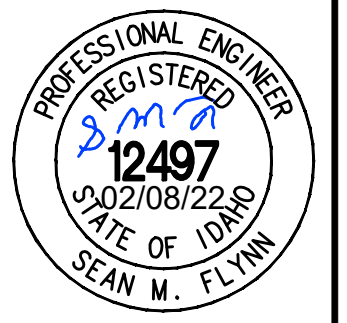
- ABBREVIATIONS**
- BOW = BACK OF WALK
  - BS = BOTTOM OF STEP
  - EG = EXISTING GRADE
  - FFE = FINISHED FLOOR AT ENTRY
  - LF = LINEAL FEET
  - LIP = LIP OF GUTTER
  - HP = HIGH POINT
  - PC = POINT OF CURVATURE
  - PCC = POINT OF COMPOUND CURVE
  - PT = POINT OF TANGENCY
  - TBC = TOP BACK OF CURB
  - TC = TOP OF CONCRETE
  - TP = TOP OF PAVERS
  - TG = TOP OF GRATE



**SITE IMPROVEMENT KEY NOTES**

- D01 SAWCUT ASPHALT TO PROVIDE FOR A CLEAN VERTICAL EDGE.
- S01 CONSTRUCT ASPHALT PAVEMENT / ASPHALT REPAIR. SEE DETAIL 1 / C2.1.
- S02 CONSTRUCT CONCRETE CURB AND GUTTER.
  - a. 6" ROLLED C&G PER DETAIL 3 / C2.1.
  - b. CURB TRANSITION PER DETAIL 4 / C2.1.
  - c. ZERO REVEAL CURB AND GUTTER PER DETAIL 4 / C2.1.
  - d. ±10' OF CURB TRANSITION (BETWEEN 6" VERTICAL C&G AND 6" ROLLED C&G).
- S03 CONSTRUCT CONCRETE SIDEWALK. WIDTH AS SHOWN HEREON. SEE DETAIL 5 / C2.1.
  - a. FLAT WORK
  - b. ADA COMPLIANT RAMPS / LANDING.
- S04 CONSTRUCT HEATED PAVER SIDEWALK. WIDTH AS SHOWN HEREON. SEE DETAIL 2 / C2.1.
- S05 INSTALL CITY OF KETCHUM APPROVED CAST IRON TRUNCATED DOME DETECTABLE WARNING INSERT. SEE DETAIL 7 / C2.1.
- S06 INSTALL TREE AND TREE WELL AS SHOWN HEREON. SEE DETAIL 4 / C2.2.
- S07 REMOVE AND RE-CONSTRUCT DRYSTACK / KEYSTONE BLOCK RETAINING WALL.
- S08 CONSTRUCT CONCRETE RETAINING WALL. SEE ARCHITECTURAL AND STRUCTURAL DRAWINGS FOR DETAILS.
- S09 INSTALL CATCH BASIN WITH MINIMUM SUMP DEPTH OF 12".
  - 12" STANDARD CATCH BASIN.** SEE DETAIL 1 / C2.2.
    - a. RIM = 5835.40
    - INV. OUT = 5832.70
    - b. RIM = 5835.20
    - INV. OUT = 5832.20
  - 30" DIAMETER CATCH BASIN.** SEE DETAIL 2 / C2.2.
    - a. RIM = 5846.40
    - INV. OUT = 5844.40
    - b. RIM = 5835.95
    - INV. OUT = 5832.95
- S10 INSTALL 12" ADS N-12 STORM DRAIN PIPE WITH A MINIMUM SLOPE OF 2.0%. SEE DETAIL 2 / C2.3 FOR POTABLE AND NON-POTABLE WATER LINE SEPARATION AND DETAIL 1 / C2.3 FOR TRENCHING.
- S11 CONNECT TO EXISTING STORM DRAIN MANHOLE.
  - a. I.E. (N - S09a) = 5831.66
  - b. I.E. (N - S09b) = 5832.08
- S12 INSTALL DRYWELL. SEE DETAIL 3 / C2.2.
  - a. RIM = 5847.08
  - I.E. (N) = 5844.08
  - b. RIM = 5836.02
  - I.E. (N) = 5832.85
  - CONNECT ROOF DRAIN SYSTEM INTO THIS DRYWELL.
- S13 INSTALL ROAD STRIPING / PAINT.
  - a. WHITE CROSSWALK STRIPING (12" WIDE).
  - b. YELLOW ASPHALT PARKING STRIPING (4" WIDE). MATCH CITY PATTERNS.
  - c. WHITE CROSSWALK / STOP BAR STRIPING (24" WIDE).
  - d. RED "NO PARKING" STRIPING ON CURB. MATCH CITY PATTERNS.
- S14 CONSTRUCT BLOCK WALL SCREEN. MATCH EXISTING MATERIALS AND COLORS.
- S15 INSTALL LANDSCAPE CATCH BASIN. SEE DETAIL 3 / C2.3. CONNECT TO BUILDING STORM DRAIN SYSTEM IN GROUND LEVEL.
  - a. RIM = 5836.00
  - b. RIM = 5836.00
- S16 INSTALL ADA COMPLIANT HAND RAIL. PAINTED PER ARCHITECTURAL SPECIFICATIONS. SEE DETAIL 5 / C2.2.
- S17 INSTALL PARKING REGULATORY SIGN. COORDINATE TYPE AND FINAL LOCATION WITH CITY OF KETCHUM. SEE DETAIL 6 / C2.1 FOR SIGN BASE DETAIL.
- S18 RESET UTILITY BOX LID ELEVATION.
  - a. WATER VALVE BOX  
ORIGINAL RIM = 5835.46  
NEW RIM = 5835.80
  - b. POWER HANDHOLE / TRAFFIC CONTROL BOX  
ORIGINAL RIM = 5835.87  
NEW RIM = 5836.10
  - c. POWER HANDHOLE / TRAFFIC CONTROL BOX  
ORIGINAL RIM = 5835.84  
NEW RIM = 5836.13
  - d. POWER HANDHOLE / TRAFFIC CONTROL BOX  
ORIGINAL RIM = 5835.75  
NEW RIM = 5836.16
  - e. POWER HANDHOLE / TRAFFIC CONTROL BOX  
ORIGINAL RIM = 5835.78  
NEW RIM = 5836.15
  - f. POWER HANDHOLE / TRAFFIC CONTROL BOX  
ORIGINAL RIM = 5836.32  
NEW RIM = 5836.26
  - g. POWER HANDHOLE / TRAFFIC CONTROL BOX  
ORIGINAL RIM = 5836.36  
NEW RIM = 5836.27
  - h. POWER HANDHOLE / TRAFFIC CONTROL BOX  
ORIGINAL RIM = 5836.46  
NEW RIM = 5836.34
  - i. SEWER MANHOLE LID  
ORIGINAL RIM = 5839.78  
NEW RIM = 5839.54
- S19 INSTALL TRENCH DRAIN. SEE DETAIL 8 / C2.1. CONNECT TO BUILDING STORM DRAIN SYSTEM IN PARKING GARAGE AREA.
- S20 INSTALL 42" HIGH GUARDRAIL. SEE ARCHITECTURAL PLANS FOR DETAILS.
- MATCH EXISTING LINES AND GRADES
- RETAIN AND PROTECT.
  - 1. SIGNAL POLE
  - 2. FIRE HYDRANT
  - 3. UTILITY STRUCTURE AND RISERS
  - 4. UTILITY RISERS

**460 N. MAIN STREET**  
**SITE GRADING AND DRAINAGE**  
LOCATED WITHIN SECTION 15, T.2 N., R.18 E., B.M., CITY OF HAILEY, BLAINE COUNTY, IDAHO  
PREPARED FOR DAVE WILSON



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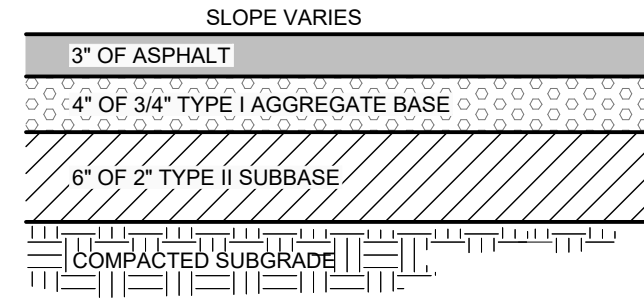
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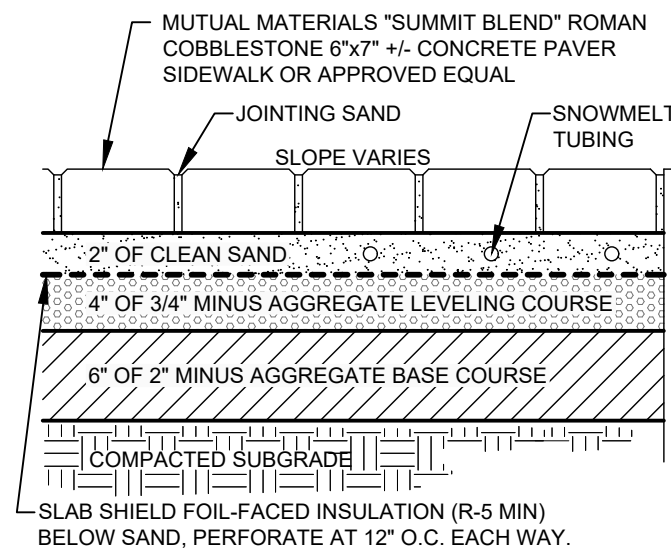
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PROJECT INFORMATION  
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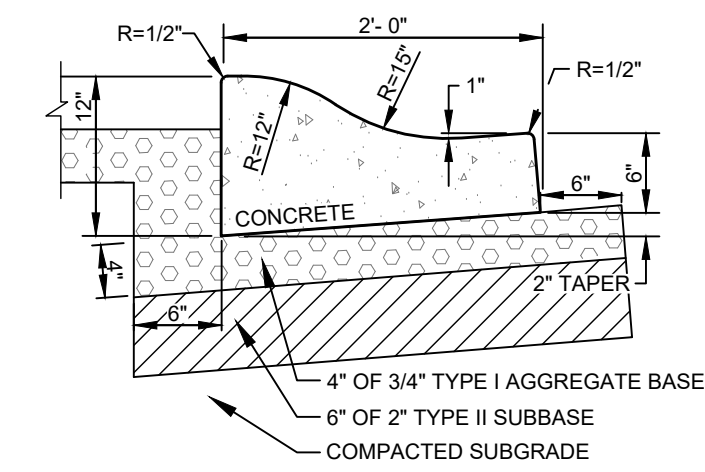


- NOTES:**
- SUBBASE CAN BE 2" TYPE II OR 3/4" TYPE I CRUSHED AGGREGATE BASE COURSE.
  - MATERIALS SHALL CONFORM WITH CURRENT ISPCW STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.
  - PAVEMENT SECTION MAY BE MODIFIED IF A PROJECT SPECIFIC GEOTECHNICAL REPORT, STAMPED BY A LICENSED ENGINEER, IS PROVIDED.

**1**  
C2.1 **TYPICAL ASPHALT SECTION**  
N.T.S.

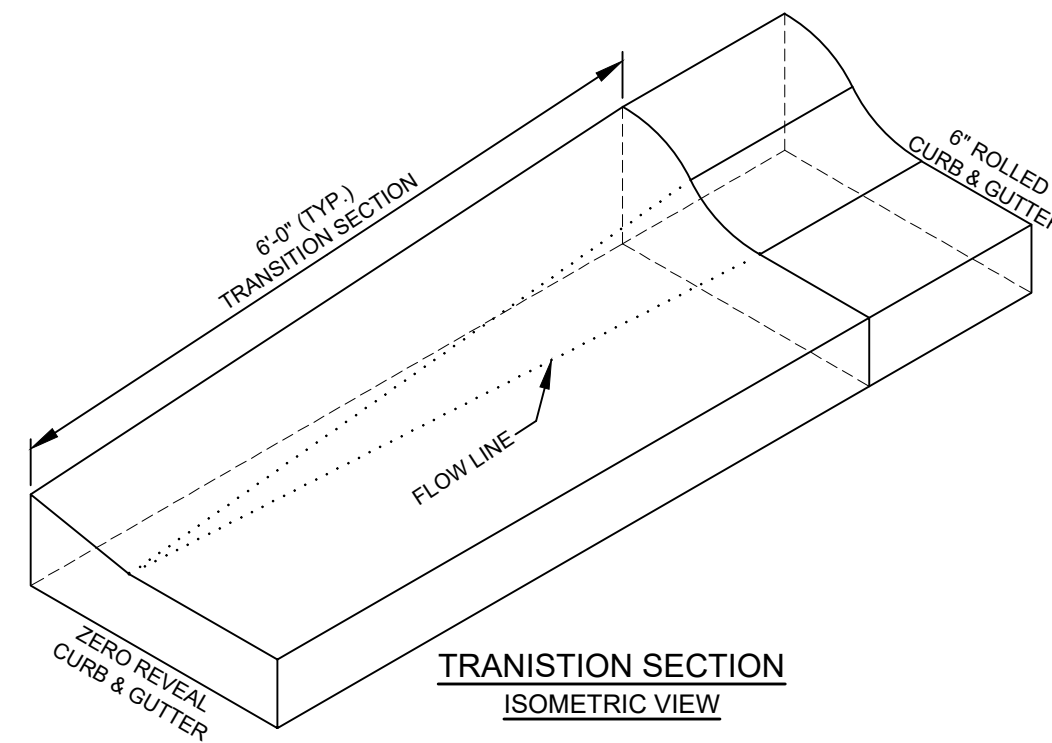


**2**  
C2.1 **PAVER DETAIL**  
N.T.S.

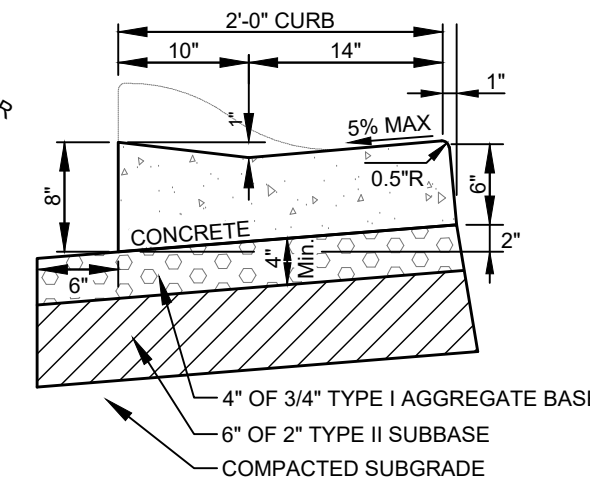


- NOTES:**
- SUBBASE CAN BE 2" TYPE II OR 3/4" TYPE I CRUSHED AGGREGATE BASE COURSE.
  - MATERIALS SHALL CONFORM WITH CURRENT ISPCW STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.
  - PAVEMENT SECTION MAY BE MODIFIED IF A PROJECT SPECIFIC GEOTECHNICAL REPORT, STAMPED BY A LICENSED ENGINEER, IS PROVIDED.
  - 1/2-INCH PREFORMED EXPANSION JOINT MATERIAL (AASHTO M 213) AT TERMINAL POINTS OF RADI.
  - CONTINUOUS PLACEMENT PREFERRED. SCORE INTERVALS 10-FEET MAXIMUM SPACING (8-FEET W/SIDEWALK).

**3**  
C2.1 **6\"/>**



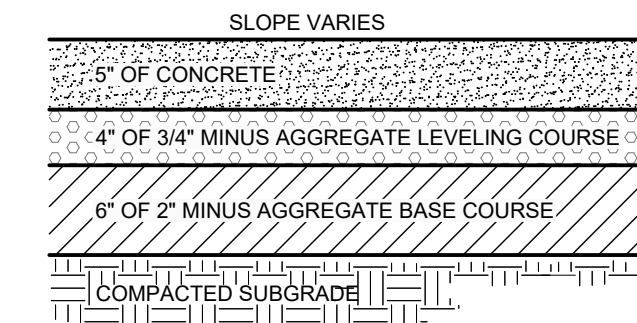
**TRANSITION SECTION**  
ISOMETRIC VIEW



**ZERO REVEAL CURB & GUTTER**

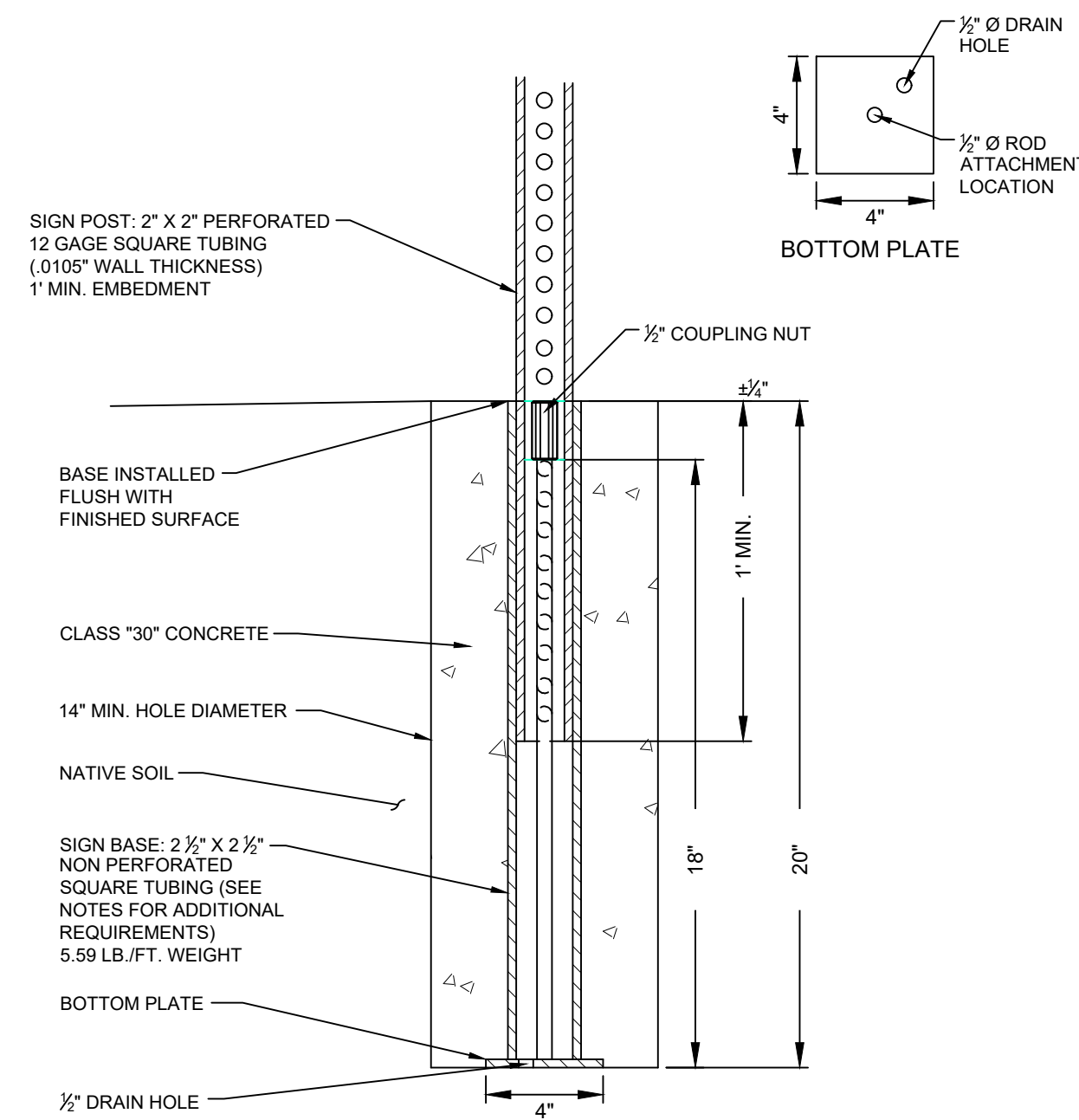
- NOTES:**
- SUBBASE CAN BE 2" TYPE II OR 3/4" TYPE I CRUSHED AGGREGATE BASE COURSE.
  - MATERIALS SHALL CONFORM WITH CURRENT ISPCW STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.
  - PAVEMENT SECTION MAY BE MODIFIED IF A PROJECT SPECIFIC GEOTECHNICAL REPORT, STAMPED BY A LICENSED ENGINEER, IS PROVIDED.
  - 1/2-INCH PREFORMED EXPANSION JOINT MATERIAL (AASHTO M 213) AT TERMINAL POINTS OF RADI.
  - CONTINUOUS PLACEMENT PREFERRED. SCORE INTERVALS 10-FEET MAXIMUM SPACING (8-FEET W/SIDEWALK).

**4**  
C2.1 **TYPICAL CURB TRANSITION DETAIL**  
N.T.S.



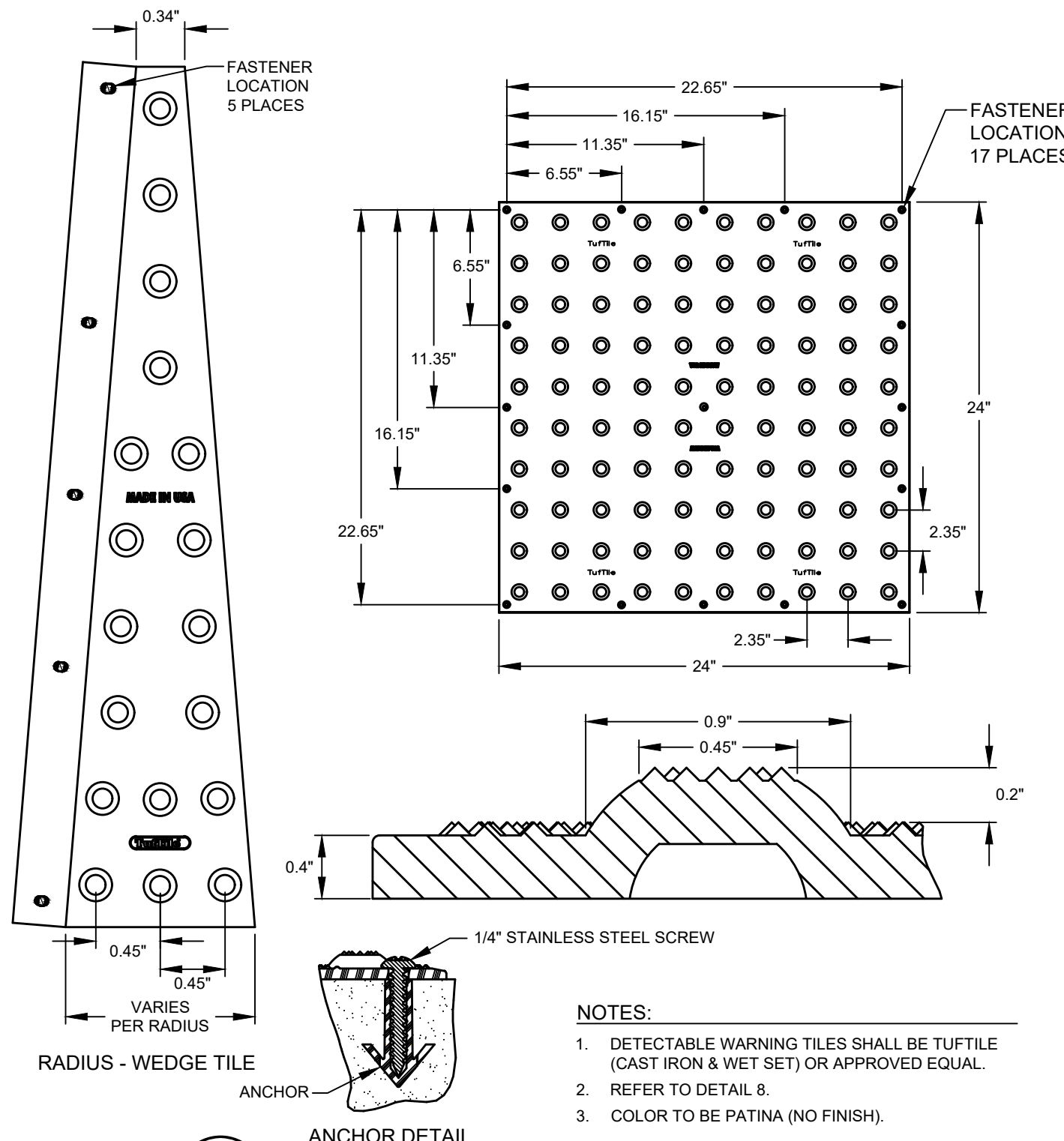
- NOTES:**
- INSTALL SCORE JOINTS AT INTERVALS TO MATCH WIDTH OF WALK NOT TO EXCEED 5 FEET SPACING IN BOTH THE LONGITUDINAL AND TRANSVERSE DIRECTION FOR SIDEWALK GREATER THAN 5 FEET IN WIDTH. INSTALL EXPANSION JOINTS EVERY 10 FEET IN LONGITUDINAL DIRECTION.
  - 1/2" TRANSVERSE PREFORMED BITUMINOUS JOINTS AT THE TERMINUS POINTS FOR CURVE AND WHERE SIDEWALK IS PLACED BETWEEN TWO PERMANENT FOUNDATIONS OR ADJACENT TO THE STRUCTURE. PLACE 3/8" EXPANSION JOINT MATERIAL ALONG THE BACK OF WALK THE FULL LENGTH.
  - SIDEWALK CONSTRUCTION JOINTS SHALL BE CONSTRUCTED APPROXIMATELY 3/8" WIDE, 3/4" IN DEPTH AND FINISHED AND EDGED SMOOTH. A PREFORMED EXPANSION JOINT FILLER SHALL BE PLACED EVERY 40' FOR NEW SIDEWALK CONSTRUCTION.
  - WHEN TRANSITIONING NEW SIDEWALK TO EXISTING, A MINIMUM 5' TRANSITIONAL PANEL SHALL BE SEPARATED AND ISOLATED WITH EXPANSION MATERIAL.
  - SIDEWALK ALIGNMENT TRANSITIONS SHALL HAVE A MINIMUM RADIUS OF 30' TO THE FACE OF CURB.
  - MATERIALS SHALL CONFORM WITH CURRENT ISPCW STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.
  - CONCRETE THICKNESS PER THIS DETAIL OR MATCH EXISTING, WHICHEVER IS GREATER.

**5**  
C2.1 **TYPICAL CONCRETE SECTION**  
N.T.S.



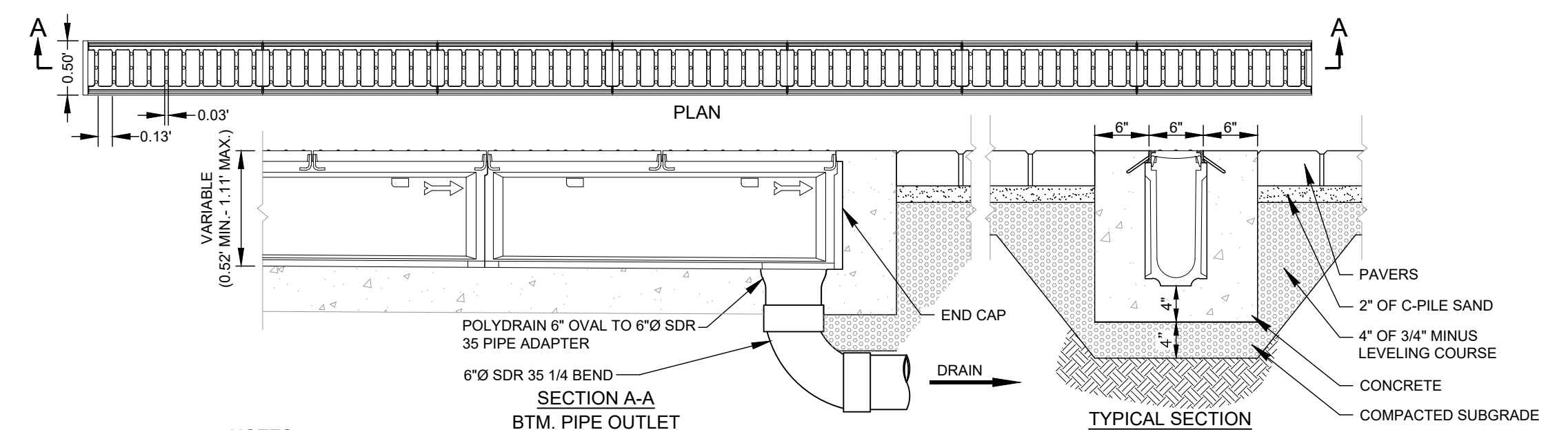
- NOTES:**
- BASES SHALL BE INSTALLED TO BE FLUSH WITH SURFACE.
  - ALL INSTALLATIONS SHALL HAVE 14" Ø MINIMUM FOUNDATION OR GROUTED INTO SOLID ROCK.
  - ALL STREET SIGNS SHALL BE IN ACCORDANCE WITH THE MOST CURRENT EDITION OF THE MUTCD.
  - SIGN PLACEMENT SHALL BE APPROVED BY THE CITY OF KETCHUM.
  - CITY TO PROVIDE BASES.

**6**  
C2.1 **TYPICAL SIGN BASE**  
N.T.S.



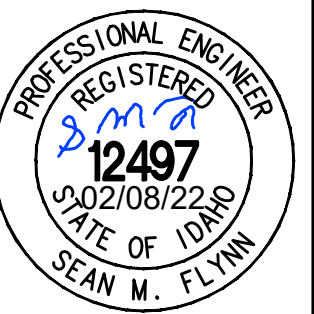
- NOTES:**
- DETECTABLE WARNING TILES SHALL BE TUFTILE (CAST IRON & WET SET) OR APPROVED EQUAL.
  - REFER TO DETAIL 8.
  - COLOR TO BE PATINA (NO FINISH).

**7**  
C2.1 **DETECTABLE WARNING PLATE**  
N.T.S.



- NOTES:**
- LINE DRAIN IS SUITABLE FOR APPLICATIONS FOR CONTROLLING SPREAD IN GUTTER FLOW CONDITIONS OR TO INTERCEPT SHEET FLOW. TYPICAL APPLICATION IS AT THE STREET CURB OR BARRIER.
  - THE FRAME AND GRATE IS SUITABLE FOR PEDESTRIAN AND BICYCLE TRAFFIC AND RATED FOR H-25 AND HS-25 LOADS.
  - CONCRETE THICKNESS, TYPE, AND AMOUNT OF REINFORCEMENT TO BE SAME AS ADJACENT PAVEMENT OR GREATER. PERFORM STRUCTURAL ANALYSIS TO DETERMINE REQUIREMENTS FOR APPLICATION.
  - TOP OF GRATE TO BE INSTALLED FLUSH TO 1/8" BELOW FINISHED GRADE. BEVEL CONCRETE TO TOP OF GRATE IF BELOW FLUSH.

**8**  
C2.1 **TRENCH DRAIN DETAIL**  
(ABT INTERCEPTOR LINE DRAIN OR APPROVED EQUAL)  
N.T.S.



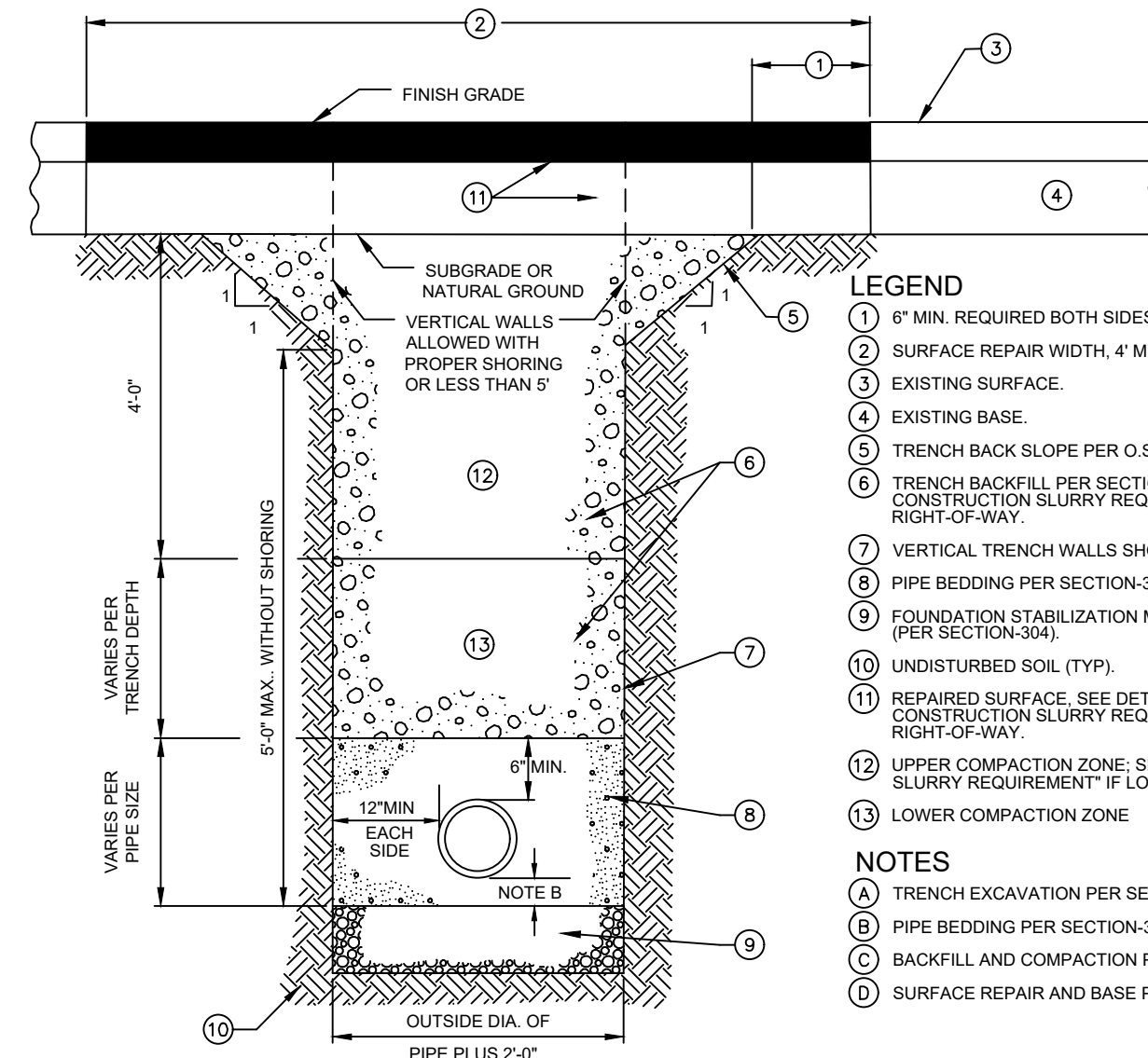
DESIGNED BY  
CT  
DRAWN BY  
SMF  
CHECKED BY

**GALENA**  
ENGINEERING, INC.  
Civil Engineers & Land Surveyors  
317 N. River Street  
Hailey, Idaho 83433  
(208) 788-1705  
email: galena@galena-engineering.com

| PURPOSE: | NO. | DATE | BY | REVISIONS |
|----------|-----|------|----|-----------|
|          |     |      |    |           |







- LEGEND**
- 1 6" MIN. REQUIRED BOTH SIDES, SAWCUT REQUIRED.
  - 2 SURFACE REPAIR WIDTH, 4' MINIMUM.
  - 3 EXISTING SURFACE.
  - 4 EXISTING BASE.
  - 5 TRENCH BACK SLOPE PER O.S.H.A. OR SUITABLE SHORING.
  - 6 TRENCH BACKFILL PER SECTION-306, OR SEE "KETCHUM PUBLIC CONSTRUCTION SLURRY REQUIREMENT" IF LOCATED WITHIN PUBLIC RIGHT-OF-WAY.
  - 7 VERTICAL TRENCH WALLS SHORING PER O.S.H.A.
  - 8 PIPE BEDDING PER SECTION-305 (SEE SD-302).
  - 9 FOUNDATION STABILIZATION MAY VARY PER SOIL TYPE AND STABILITY (PER SECTION-304).
  - 10 UNDISTURBED SOIL (TYP).
  - 11 REPAIRED SURFACE - SEE DETAILS 1 AND 2. SEE "KETCHUM PUBLIC CONSTRUCTION SLURRY REQUIREMENT" IF LOCATED WITHIN PUBLIC RIGHT-OF-WAY.
  - 12 UPPER COMPACTION ZONE - SEE "KETCHUM PUBLIC CONSTRUCTION SLURRY REQUIREMENT" IF LOCATED WITHIN PUBLIC RIGHT-OF-WAY.
  - 13 LOWER COMPACTION ZONE.
- NOTES**
- A TRENCH EXCAVATION PER SECTION-301.
  - B PIPE BEDDING PER SECTION-305.
  - C BACKFILL AND COMPACTION PER SECTION-306.
  - D SURFACE REPAIR AND BASE PER DETAIL 3/C2.3

**KETCHUM PUBLIC CONSTRUCTION SLURRY REQUIREMENT**  
 IN AREAS WHERE IT IS NECESSARY TO CUT THE ASPHALT PAVEMENT AND DIG A TRENCH FOR BURIAL OF CONDUIT CABLE OR OTHER CITY UTILITY, THE TRENCH SHALL BE BACKFILLED WITH A LEAN CONCRETE MIX TO THE BOTTOM OF FINISH SURFACE MATERIAL WITH THE FOLLOWING PROPORTIONS OF MATERIALS:

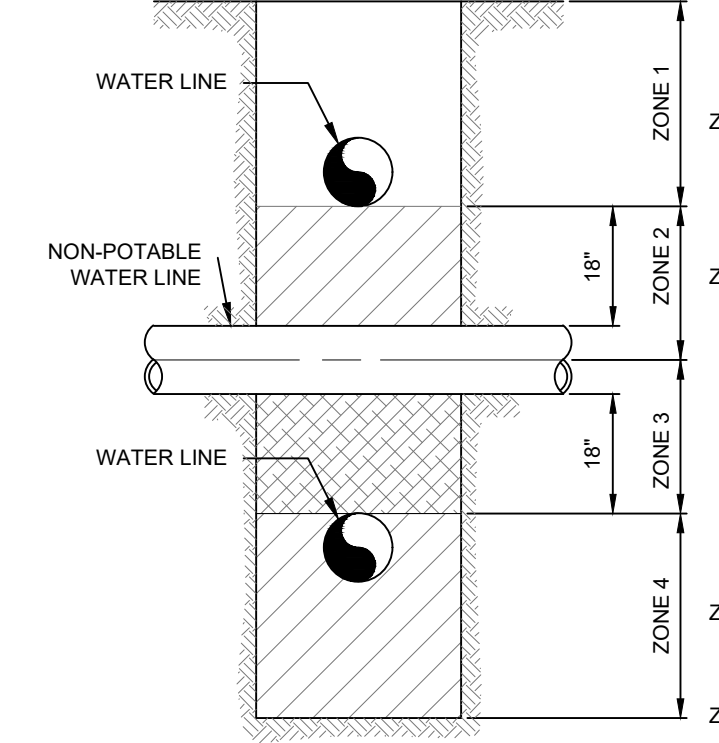
COARSE AGGREGATE (3/4" MINUS) 2,600 LBS.  
 SAND 800 LBS.  
 PORTLAND CEMENT 94 LBS.  
 WATER 11 GAL. (MAX.)

WATER CONTENT IS MAXIMUM AND MAY BE REDUCING DOWNWARD. CARES SHALL BE TAKEN TO ASSURE THAT EXCESS WATER IS NOT PRESENT IN THE MIXING DRUM PRIOR TO CHARGING THE MIXER WITH MATERIALS. THOROUGH MIXING WILL BE REQUIRED PRIOR TO DISCHARGE.

NO COMPACTION, VIBRATION OR FINISHING IS REQUIRED. THE LEAN CONCRETE MIX SHALL BE STRUCK OFF AT OR BELOW THE ELEVATION OF THE PLANT MIX SURFACING WITH A SQUARE-NOSE SHOVEL OR SIMILAR HAND TOOL. THE BACKFILL MIX SHALL BE ALLOWED TO SET FOR A MINIMUM OF 2 HOURS BEFORE THE PERMANENT PLANT MIX SURFACING IS PLACED TO COMPLETE THE TRENCH REPAIR. TEMPORARY PLACEMENT OF ASPHALT COLD MIX SURFACING MAY BE NECESSARY TO ACCOMMODATE TRAFFIC WITHIN THE FIRST 2 HOURS OF BACKFILL PLACEMENT PRIOR TO COMPLETING THE PERMANENT REPAIR.

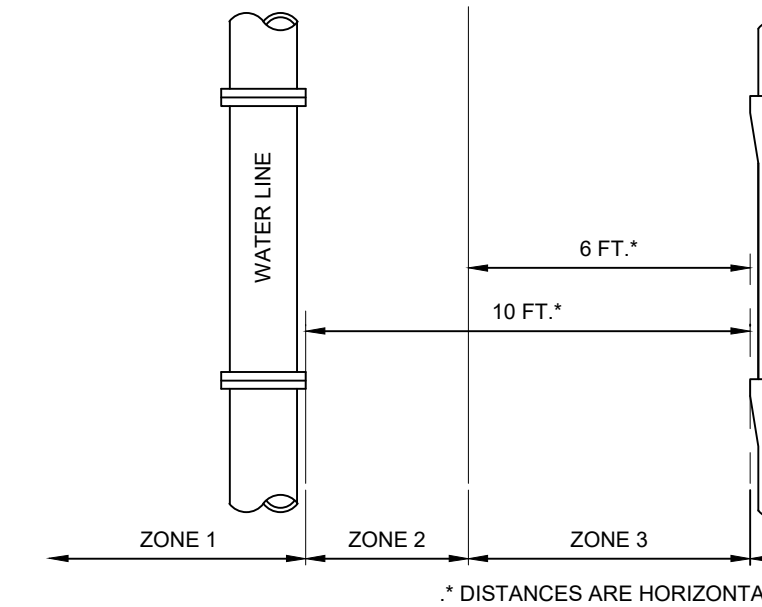
1  
C2.3 TYPICAL TRENCH SECTION  
N.T.S.

THE TERM "LINE" APPLIES TO BOTH MAIN LINES AND SERVICE LINES



**VERTICAL SEPARATION REQUIREMENTS**

- ZONE 1: A) WATER AND NPWL MUST BE SEPARATED BY AT LEAST 18" AND B) ONE FULL, UNCUT LENGTH OF BOTH PWL AND NPWL PIPE MUST BE CENTERED ON THE CROSSING SO THAT THE JOINTS ARE AS FAR AS POSSIBLE FROM THE CROSSING.
- ZONE 2: A) ONE FULL, UNCUT LENGTH OF BOTH PWL AND NPWL PIPE MUST BE CENTERED ON THE CROSSING SO THAT THE JOINTS ARE AS FAR AS POSSIBLE FROM THE CROSSING. AND EITHER B) NPWL MUST BE CONSTRUCTED TO WATER MAIN STANDARDS AND PRESSURE TESTED FOR WATER TIGHTNESS FOR A HORIZONTAL DISTANCE OF 10 FEET ON BOTH SIDES OF CROSSING.
- OR C) EITHER THE NPWL OR WATER LINE OR BOTH MUST BE ENCASED WITH A SLEEVEING MATERIAL ACCEPTABLE TO DEQ FOR A HORIZONTAL DISTANCE OF 10 FEET ON BOTH SIDES OF THE CROSSING.
- ZONE 3: SAME REQUIREMENTS AS ZONE 2 EXCEPT THE NPWL MUST ALSO BE SUPPORTED ABOVE THE CROSSING TO PREVENT SETTLING.
- ZONE 4: SAME REQUIREMENTS AS ZONE 1 EXCEPT THE THE NPWL MUST ALSO BE SUPPORTED ABOVE THE CROSSING TO PREVENT SETTLING.

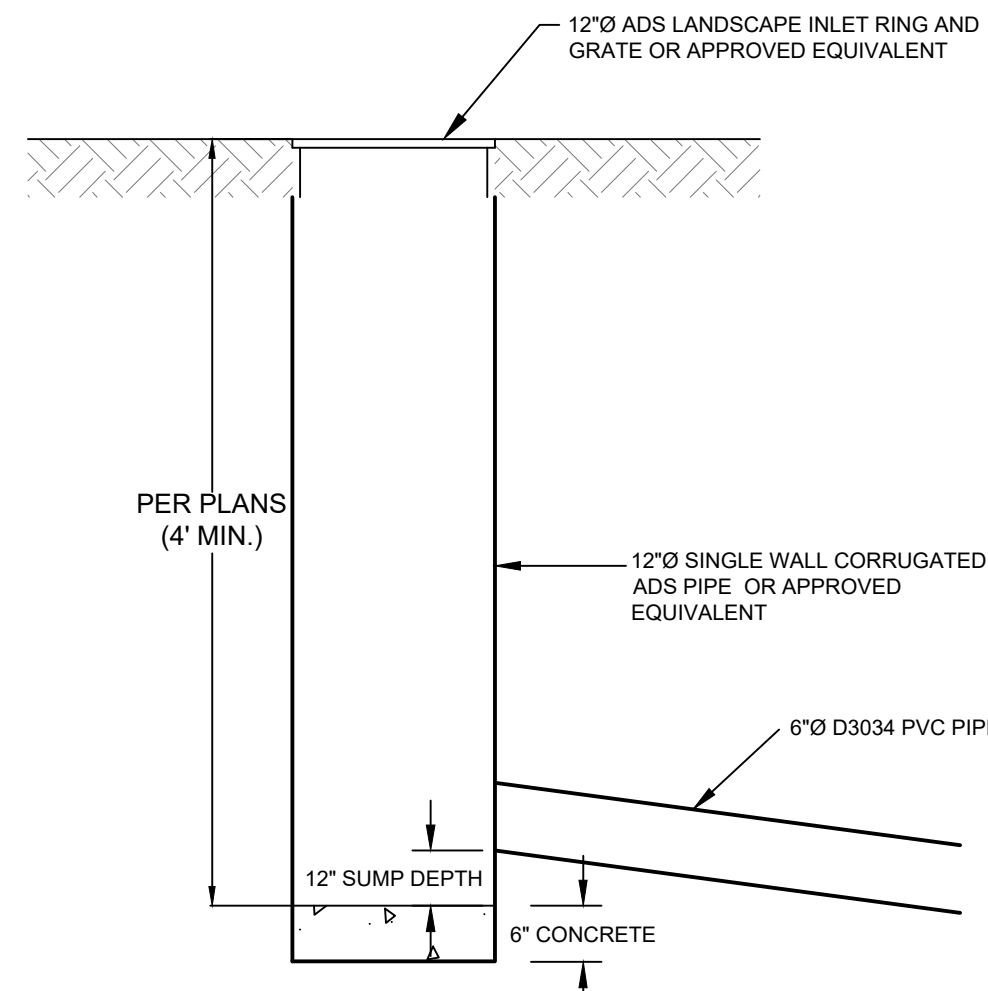


**HORIZONTAL SEPARATION REQUIREMENTS**

- ZONE 1: A) NO SPECIAL REQUIREMENTS.
- ZONE 2: A) NO SPECIAL REQUIREMENTS FOR POTABLE OR NON-POTABLE SERVICES. B) WATER AND NPWL SEPARATED BY AT LEAST 6 FEET AT OUTSIDE WALLS. AND C) WATER AT LEAST 18 INCHES HIGHER IN ELEVATION THAN THE NPWL. AND EITHER D) NPWL CONSTRUCTED TO POTABLE WATER MAIN STANDARDS AND PRESSURE TESTED FOR WATER TIGHTNESS. OR E) SITE SPECIFIC REQUIREMENTS APPROVED BY DEQ.
- ZONE 3: NOT ALLOWED WITHOUT DEQ WAIVER.

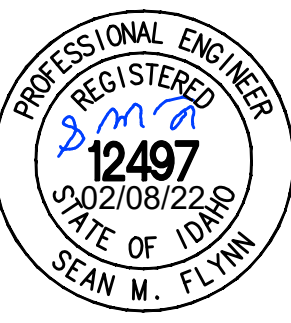
NOTE: SANITARY SEWER FORCE MAINS MUST HAVE MIN. 10' HORIZONTAL SEPARATION AND 18" VERTICAL SEPARATION. ZONE 2 AND ZONE 3 PLACEMENTS ARE NOT ALLOWED WITHOUT A WAIVER GRANTED BY DEQ.

2  
C2.3 POTABLE AND NON-POTABLE WATER LINE (NPWL) SEPARATION  
N.T.S.



3  
C2.3 LANDSCAPE CATCH BASIN  
N.T.S.

460 N. MAIN STREET  
 DETAIL SHEET  
 LOCATED WITHIN SECTION 15, T. 2 N., R. 18 E., B.M., CITY OF HAILEY, BLAINE COUNTY, IDAHO  
 PREPARED FOR DAVE WILSON  
 PROJECT INFORMATION  
 P:\sub\eng\3146\proj\Construction\146 ENG 2022-02-04.dwg 02/08/22 13:28:58 AM



DESIGNED BY  
 CT  
 DRAWN BY  
 SMF  
 CHECKED BY

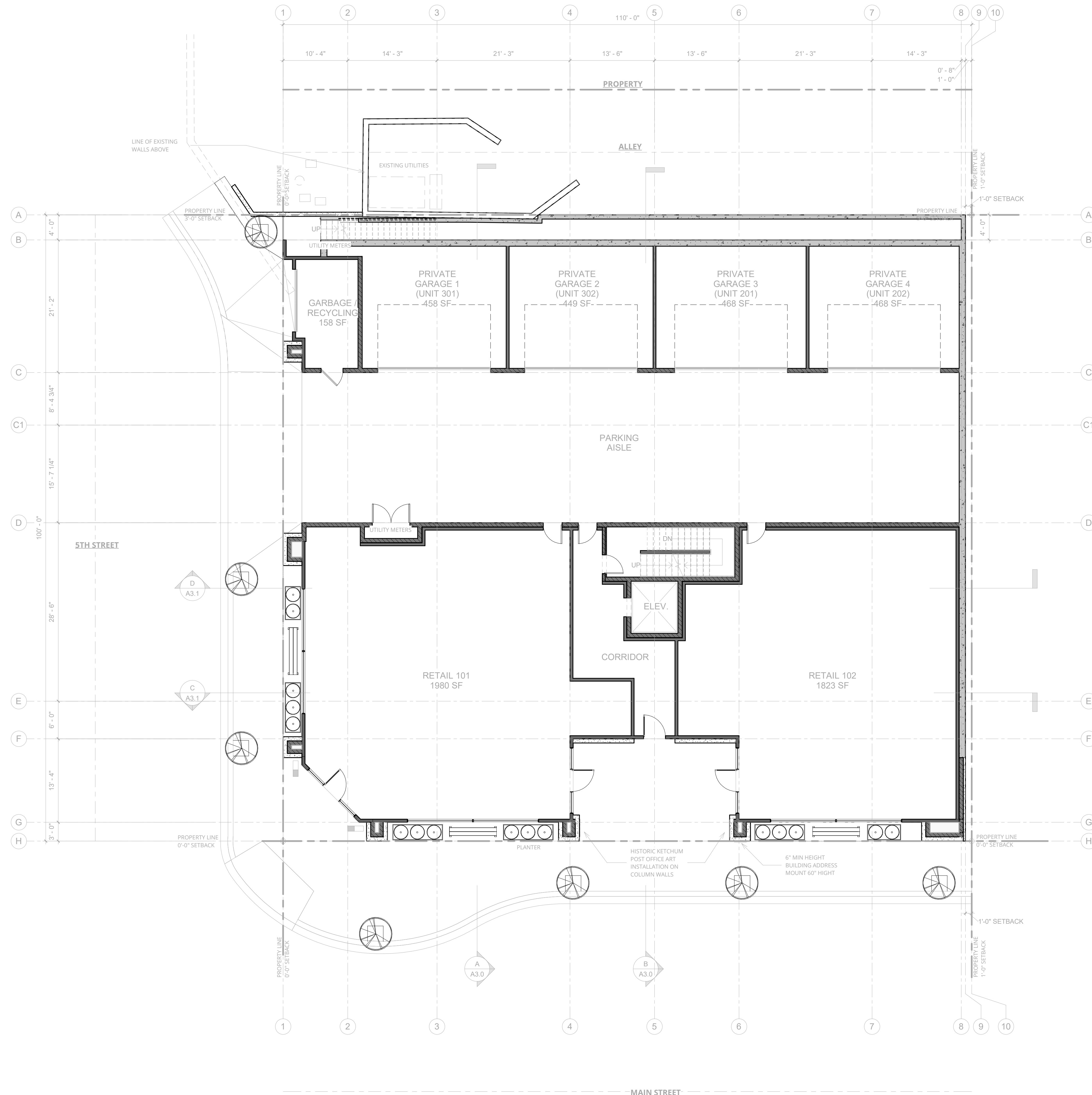
**GALENA**  
 ENGINEERING, INC.  
 Civil Engineers & Land Surveyors  
 317 N. River Street  
 Hailey, Idaho 83433  
 (208) 768-1705  
 email: galena@galena-engineering.com

| NO. | DATE | BY | REVISIONS |
|-----|------|----|-----------|
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|     |      |    |           |
|     |      |    |           |

PURPOSE:  
 C2.3

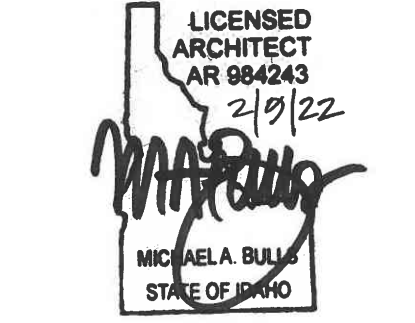
REUSE OF DRAWINGS: These drawings, or any portion thereof, shall not be used on any project or extensions of this Project except by agreement in writing with Galeana Engineering, Inc.

OWNERSHIP OF DOCUMENTS: This document and the ideas and designs incorporated herein, as an instrument of professional service, is the property of RUSCITTO LATHAM BLANTON ARCHITECTURA P.A., and is not to be used in whole or in part, for any other project without written authorization of RUSCITTO LATHAM BLANTON ARCHITECTURA P.A.



| LANDSCAPING KEY |   |
|-----------------|---|
|                 | 8'-0" L x 2'-6" W x 1'-6" H STEEL FRAME SEASONAL PLANTER. QUANTITY: 4. SUMMER: ANNUAL FLOWERS; WINTER: PINE BOWS, WILLOW TWIGS. |
|                 | 5'-0" L x 2'-6" W x 1'-6" H STEEL FRAME SEASONAL PLANTER. QUANTITY: 2. SUMMER: ANNUAL FLOWERS; WINTER: PINE BOWS, WILLOW TWIGS. |
|                 | 3" CALIPER AUTUMN BLAZE MAPLE STREET TREE W/ NEEMAH R-8704 TREE GRATE PER CITY OF KETCHUM STANDARD DETAIL #1 & 2. QUANTITY: 7.  |

| ISSUED     |                       |
|------------|-----------------------|
| 12.09.2021 | DESIGN REVIEW         |
| 02.09.2022 | REVISED DESIGN REVIEW |
|            |                       |
|            |                       |
|            |                       |
|            |                       |
|            |                       |
|            |                       |
|            |                       |



**R. L. B.** BLANTON  
**R. L. B.** LATHAM  
**R. L. B.** RUSCITTO LATHAM BLANTON ARCHITECTURA P.A.  
 83340 208.726.5408  
 po box 5419 ketchum, id

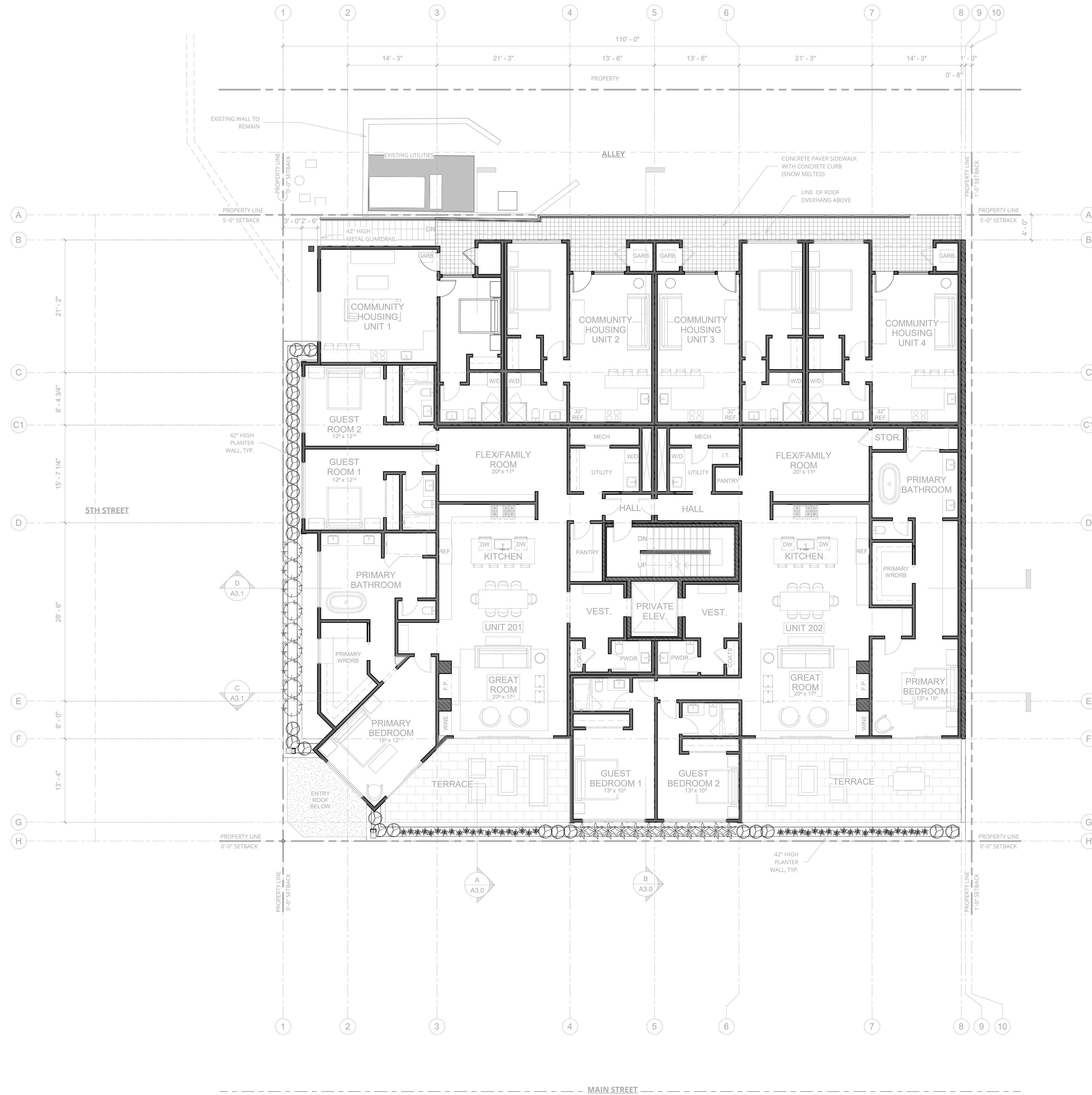
**460 N MAIN ST.**  
 460 N MAIN STREET KETCHUM, IDAHO

GROUND LEVEL FLOOR PLAN  
 LANDSCAPE  
 SCALE: 1/8" = 1'-0"

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 DRAWING  
 GROUND LEVEL LANDSCAPE  
 DWG. #

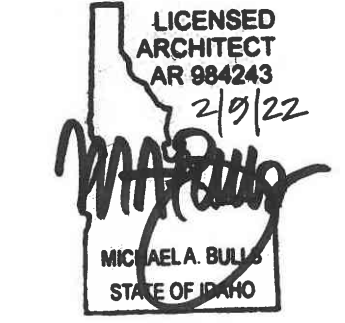
**L1.1**

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| LANDSCAPING KEY |   |
|-----------------|---|
|                 | TOR BIRCHLEAF SPIREA. QUANTITY: 9 (2'-3" HT.)             |
|                 | JUNIPER BLUE CREEPER (JUNIPERUS SCOPULORUM). QUANTITY: 29 |
|                 | ANNUALS/PERENNIAL. TOTAL: 64.0 SQ. FT.                    |
|                 | GOLDFLAME SPIREA (SPIREA BULAMDA). QUANTITY: 12           |

| ISSUED     |                       |
|------------|-----------------------|
| 12.09.2021 | DESIGN REVIEW         |
| 02.09.2022 | REVISED DESIGN REVIEW |
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**R L B**  
**RUSCITTO LATHAM BLANTON**  
 ARCHITECTURA P.A.  
 208.726.5408  
 po box 5419 ketchum, id 83340  
 www.rlb-sv.com

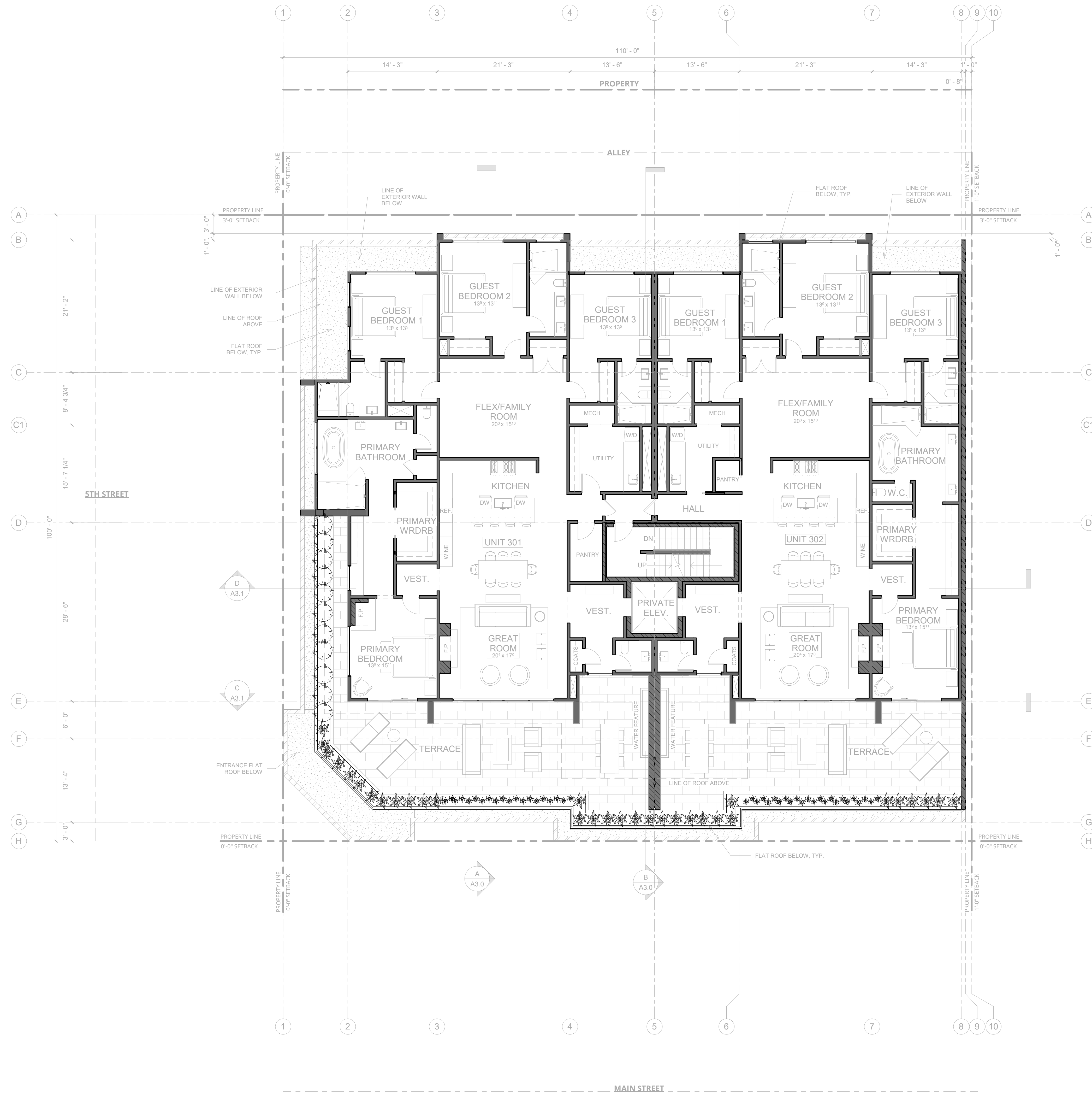
**460 N MAIN ST.**  
 460 N MAIN STREET KETCHUM, IDAHO

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 DRAWING  
 SECOND LEVEL LANDSCAPE  
 DWG. #

**L1.2**

SECOND LEVEL LANDSCAPE  
 SCALE: 1/8" = 1'-0"

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| LANDSCAPING KEY |  |
|-----------------|--|
|                 | TOR BIRCHLEAF SPIREA. QUANTITY: 11 (2'-3" HT.)             |
|                 | BLUE OAT GRASS (HELICTOTRICHON SEMPERVIRENS). QUANTITY: 32 |
|                 | ANNUALS/PERENNIAL. TOTAL: 64.0 SQ.FT.                      |

| ISSUED     |                       |
|------------|-----------------------|
| 12.09.2021 | DESIGN REVIEW         |
| 02.09.2022 | REVISED DESIGN REVIEW |
|            |                       |
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**R L B**  
**RUSCITTO LATHAM BLANTON**  
 ARCHITECTURA P.A.  
 208.726.5408  
 po box 5419 ketchum, id 83340  
 www.rlbv.com

**460 N MAIN ST.**  
 460 N MAIN STREET KETCHUM, IDAHO

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 DRAWING

THIRD LEVEL  
 LANDSCAPE

DWG. #

**L1.3**

THIRD LEVEL LANDSCAPE  
 SCALE: 1/8" = 1'-0"

Exhibit B

Design Review Application  
&  
Supplemental Materials



City of Ketchum  
Planning & Building

| OFFICIAL USE ONLY         |  |
|---------------------------|--|
| File #                    | P22-007  |
| Date                      | 1/13/22  |
| By:                       |  |
| Pre-Application Fee Paid: |  |
| Design Review Fee Paid:   | \$41104 2/10/22                                      |
| Approved Date:            |  |
| Denied Date:              |  |
| By:                       |  |
| ADRE: Yes                 | <input type="checkbox"/> No <input type="checkbox"/> |

**Design Review Application**

**APPLICANT INFORMATION**

|   |  |
|---|--|
| Project Name: 460 NORTH MAIN STREET     | Phone: 208 726 9776                              |
| Owner: MAIN STREET REALTY PARTNERS, LLC | Mailing Address: P.O. BOX 6770 KETCHUM, ID 83340 |
| Email: dwilson@wilsonconstructions.com  |  |
| Architect/Representative: MICHAEL BULLS | Phone: 208 726 5608                              |
| Email: mbulls@rlb-sv.com                | Mailing Address: P.O. BOX 5619 KETCHUM, ID 83340 |
| Architect License Number: AR-984243     |  |
| Engineer of Record: SCOTT HEINER, P.E.  | Phone: 208 726 5608                              |
| Email: scott@rlb-sv.com                 | Mailing Address: P.O. BOX 5619 KETCHUM, ID 83340 |
| Engineer License Number: P-6781         |  |

All design review plans and drawings for public commercial projects, residential buildings containing more than four (4) dwelling units and development projects containing more than four (4) dwelling units shall be prepared by an Idaho licensed architect or an Idaho licensed engineer.

**PROJECT INFORMATION**

|   |
|---|
| Legal Land Description: KETCHUM LOT 3 & 4 BLK 5 11,000 SF   |
| Street Address: 460 N. MAIN STREET  |
| Lot Area (Square Feet): 11,000  |
| Zoning District: COMMUNITY CORE (CC) - RETAIL CORE SUBDISTRICT (CC-1)   |
| Overlay District: <input type="checkbox"/> Floodplain <input type="checkbox"/> Avalanche <input type="checkbox"/> Mountain <span style="float: right;">1525<br/>2639</span> |
| Type of Construction: <input checked="" type="checkbox"/> New <input type="checkbox"/> Addition <input type="checkbox"/> Remodel <input type="checkbox"/> Other             |
| Anticipated Use: Mixed Use: retail and residential  |
| Number of Residential Units: 8  |

**TOTAL FLOOR AREA**

|                       | Proposed           | Existing |
|-----------------------|--------------------|----------|
| Basements             | 964 Sq. Ft.        | Sq. Ft.  |
| 1 <sup>st</sup> Floor | 9,351 Sq. Ft.      | Sq. Ft.  |
| 2 <sup>nd</sup> Floor | 8,528 Sq. Ft.      | Sq. Ft.  |
| 3 <sup>rd</sup> Floor | 6,962 Sq. Ft.      | Sq. Ft.  |
| Mezzanine             | 581 (ROOF) Sq. Ft. | Sq. Ft.  |
| Total                 | 26,386 Sq. Ft.     | Sq. Ft.  |

**FLOOR AREA RATIO**

|                          |          |                           |
|--------------------------|----------|---------------------------|
| Community Core: 1.0/2.25 | Tourist: | General Residential-High: |
|--------------------------|----------|---------------------------|

**BUILDING COVERAGE/OPEN SPACE**

|                                   |
|-----------------------------------|
| Percent of Building Coverage: 85% |
|-----------------------------------|

**DIMENSIONAL STANDARDS/PROPOSED SETBACKS**

|          |         |                          |          |
|----------|---------|--------------------------|----------|
| Front: 0 | Side: 0 | Side: 1' (S/E ELEVATION) | Rear: 3' |
|----------|---------|--------------------------|----------|

|                                      |
|--------------------------------------|
| Building Height: 42' BUILDING HEIGHT |
|--------------------------------------|

**OFF STREET PARKING**


|   |
|---|
| Parking Spaces Provided: 8 PARKING SPACES IN COVERED GARAGE |
|---|

|                      |      |
|----------------------|------|
| Curb Cut: 35 Sq. Ft. | 35 % |
|----------------------|------|

**WATER SYSTEM**

|   |   |
|---|---|
| <input checked="" type="checkbox"/> Municipal Service | <input type="checkbox"/> Ketchum Spring Water |
|---|---|

The Applicant agrees in the event of a dispute concerning the interpretation or enforcement of the Design Review Application in which the city of Ketchum is the prevailing party, to pay the reasonable attorney fees, including attorney fees on appeal and expenses of the city of Ketchum. I, the undersigned, certify that all information submitted with and upon this application form is true and accurate to the best of my knowledge and belief.



01/13/2022

Signature of Owner/Representative

Date

**DESIGN REVIEW EVALUATION STANDARDS**  
**(May not apply to Administrative Design Review):**

**17.96.060: IMPROVEMENTS AND STANDARDS FOR ALL PROJECTS**

**A. Streets:**

1. The applicant shall be responsible for all costs associated with providing a connection from an existing city streets to their development.
2. All streets designs shall be in conformance with the right-of-way standards and approved by the Public Works Director.

**B. Sidewalks:**

1. All projects under 17.96.010(A) that qualify as a "Substantial Improvement" shall install sidewalks in conformance with the right-of-way standards. Sidewalk improvements may be waived for projects that qualify as a "Substantial Improvement" which comprise additions of less than 250 square feet of conditioned space.
2. The length of sidewalk improvements constructed shall be equal to the length of the subject property line(s) adjacent to any public street or private street.
3. New sidewalks shall be planned to provide pedestrian connections to any existing or future sidewalks adjacent to the site. In addition, sidewalks shall be constructed to provide safe pedestrian access to and around a building.
4. The city may approve and accept voluntary cash contributions in-lieu of the above described improvements, which contributions must be segregated by the city and not used for any purpose other than the provision of these improvements. The contribution amount shall be one hundred ten percent (110%) of the estimated costs of concrete sidewalk and drainage improvements provided by a qualified contractor, plus associated engineering costs, as approved by the Public Works Director. Any approved in-lieu contribution shall be paid before the city issues a certificate of occupancy.

**C. Drainage:**

1. All storm water shall be retained on site.
2. Drainage improvements constructed shall be equal to the length of the subject property lines adjacent to any public street or private street.
3. The Public Works Director may require additional drainage improvements as necessary, depending on the unique characteristics of a site.

# C L E A R   C R E E K   D I S P O S A L

PO Box 130 • Ketchum, ID 83340 • Phone 208.726.9600 • [www.ccdisposal.com](http://www.ccdisposal.com)

December 6, 2021

City of Ketchum  
Planning Department  
P O Box 2315  
Ketchum, ID 83340

Re: 460 Main St. N.

To Whom It May Concern,

I have met with the development team regarding future garbage services at this site. Please see the following:

Clear Creek Disposal has reviewed the plans for 460 N Main Street and can adequately service the proposed development.

The four proposed Community Housing units will be serviced from the alley. Each housing unit will be provided with an exterior waste container enclosure. The individual waste carts will be pulled to the alley by residents on pickup service days.

The four proposed market rate residential units (Second and Third Level) and two retail units (Ground Level) will be serviced from the enclosed Garbage Room on Ground Level located at the north corner of the development on 5<sup>th</sup> Street. A dumpster container mounted on a Garbage Glider system will be installed. Clear Creek Disposal will approach the facility heading east on 5<sup>th</sup> Street and have an angled approach to the Garbage Room. Clear Creek will have access to the Garbage Room will be provided automatic controls to the dumpster glide platform system.

If you would like to discuss and/or need further information, please contact me.

Respectfully,



Mike Goitiandia  
Clear Creek Disposal

.460 Main St. N. - 1





**Exhibit C**

**Lot Consolidation**

**Preliminary Plat Application**



**City of Ketchum  
Planning & Building**

| OFFICIAL USE ONLY |             |
|-------------------|-------------|
| App No            | P22-005     |
| Date Recd         | 2/14/22     |
| By                | [Signature] |
| Fee Paid          | \$1300.-    |
| Approved Date     |             |
| By                |             |

**Subdivision Application**

Submit completed application and payment to the Planning and Building Department, PO Box 2315, Ketchum, ID 83340 or hand deliver to Ketchum City Hall, 191 th St. West, Ketchum. If you have questions, please contact the Planning and Building Department at (208) 726-7801. To view the Development Standards, visit the City website at: [www.ketchumidaho.org](http://www.ketchumidaho.org) and click on Municipal Code.

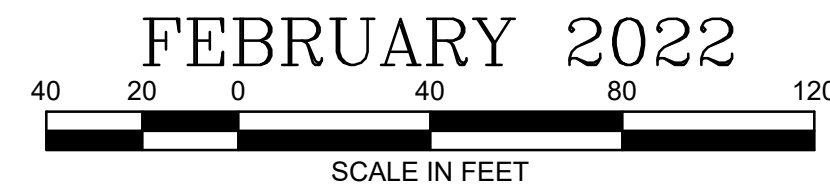
| APPLICANT INFORMATION  |  |                              |                                    |
|--|--|------------------------------|------------------------------------|
| Name of Proposed Subdivision: Lot 3A, Block 5, Ketchum Townsite  |  |                              |                                    |
| Owner of Record: Fifth & Main LLC c/o Dave Wilson  |  |                              |                                    |
| Address of Owner: PO Box 6770, Ketchum, ID 83340   |  |                              |                                    |
| Representative of Owner: Galena Engineering  |  |                              |                                    |
| Legal Description: Lots 3 & 4, Block 5, Ketchum Townsite   |  |                              |                                    |
| Street Address: 460 N. Main St.  |  |                              |                                    |
| SUBDIVISION INFORMATION  |  |                              |                                    |
| Number of Lots/Parcels: 2 Existing, 1 Proposed   |  |                              |                                    |
| Total Land Area: 10,989 Sq. Ft. (0.25 Ac.)   |  |                              |                                    |
| Current Zoning District: CC  |  |                              |                                    |
| Proposed Zoning District: CC   |  |                              |                                    |
| Overlay District: n/a  |  |                              |                                    |
| TYPE OF SUBDIVISION  |  |                              |                                    |
| Condominium <input type="checkbox"/>   | Land <input checked="" type="checkbox"/> | PUD <input type="checkbox"/> | Townhouse <input type="checkbox"/> |
| Adjacent land in same ownership in acres or square feet: n/a   |  |                              |                                    |
| Easements to be dedicated on the final plat:<br>none   |  |                              |                                    |
| Briefly describe the improvements to be installed prior to final plat approval:<br>none  |  |                              |                                    |
| ADDITIONAL INFORMATION   |  |                              |                                    |
| All lighting must be in compliance with the City of Ketchum's Dark Sky Ordinance<br>One (1) copy of Articles of Incorporation and By-Laws of Homeowners Associations and/or Condominium Declarations<br>One (1) copy of current title report and owner's recorded deed to the subject property<br>One (1) copy of the preliminary plat<br>All files should be submitted in an electronic format. |  |                              |                                    |

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

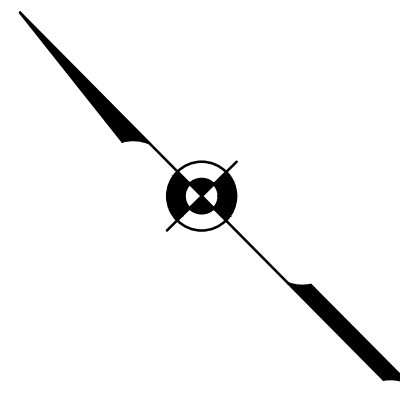
Sean Tilly 2/7/2022  
 Applicant Signature — Representative's Signature Date

Once your application has been received, we will review it and contact you with next steps. No further action is required at this time.

A PRELIMINARY PLAT SHOWING  
**LOT 3A, BLOCK 5, KETCHUM TOWNSITE**  
 WHEREIN THE LOT LINE BETWEEN LOTS 3 & 4, BLOCK 5, CITY OF KETCHUM ARE VACATED  
 LOCATED WITHIN SECTION 18, T.4N., R.18E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO



SCALE: 1" = 40'

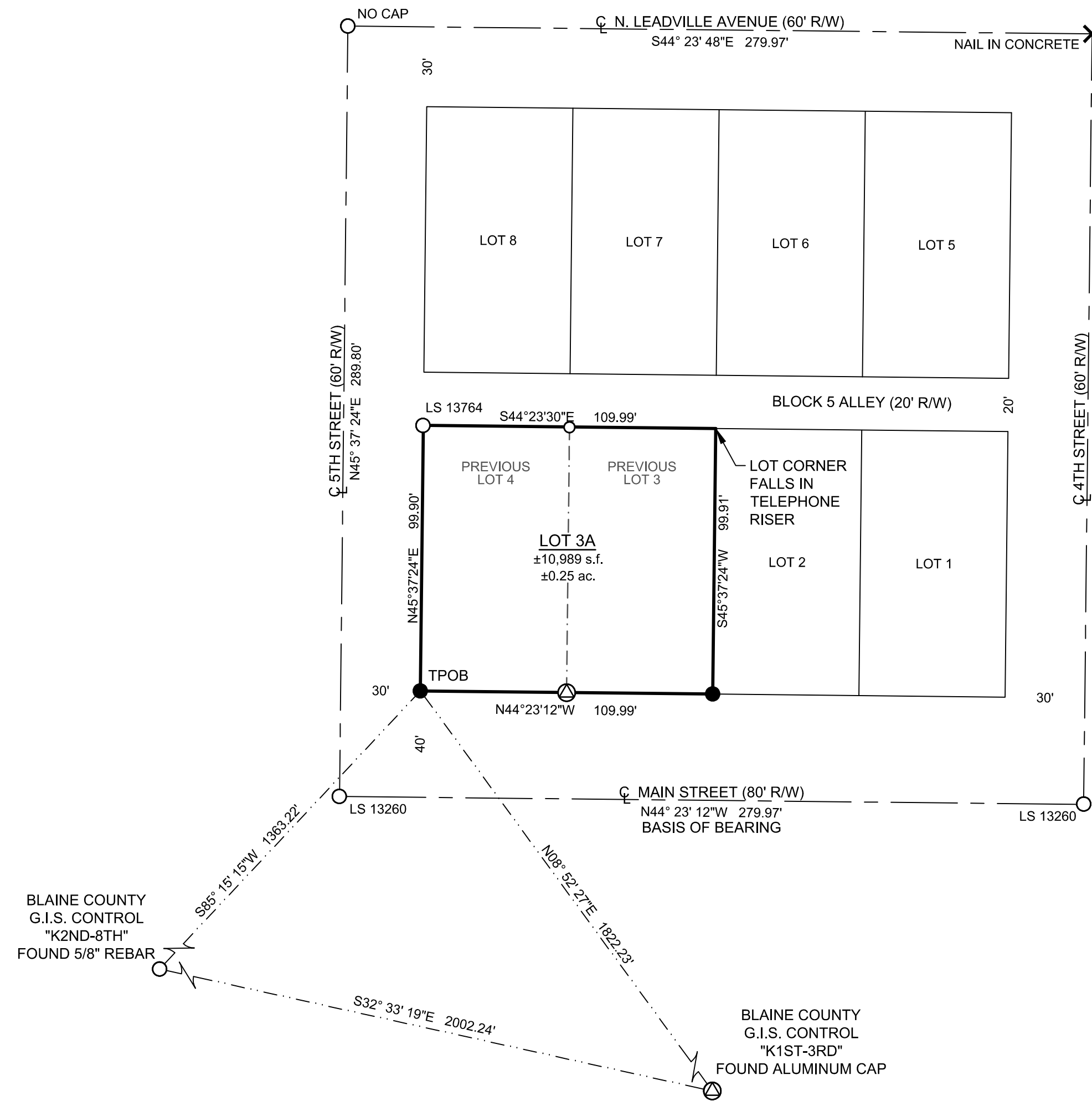


**LEGEND**

- Property Line
- Adjoiner's Lot Line
- Centerline
- GIS Tie Line
- Lot Line to be Vacated
- Found Aluminum Cap
- Found 5/8" Rebar
- Nail in Concrete
- Set 5/8" Rebar
- TPOB = True Point of Beginning

**SURVEY NARRATIVE & NOTES**

1. The purpose of this survey is to show the monuments found and set during the boundary retracement of Lots 3-4, Block 5, Ketchum Townsite and vacate the lot line between said lots as shown hereon. The boundary shown is based on A Record of Survey for Ketchum Block 5, Lots 3 & 4, Instrument Number 642700, records of Blaine County, Idaho. All found monuments have been accepted. Lot corner monuments were set by block breakdown and proportioning record distances.
2. The distances shown are measured. Refer to the above referenced survey for previous record data.
3. This survey does not purport to reflect any of the following which may be applicable to subject real property: natural hazards, encroachments, wetlands, easements, building setbacks, restrictive covenants, subdivision restrictions, zoning or any other land-use regulations.
4. Galena Engineering Inc. has not received a Title Policy from the client and has not been requested to obtain one. Relevant information that may be contained within a Title Policy may therefore not appear on this map and may affect items shown hereon. It is the responsibility of the client to determine the significance of the Title Policy information and determine whether it should be included. If the client desires for the information to be included they must furnish said information to Galena Engineering, Inc. and request it be added to this map.
5. The current zoning is CC. Refer to the City of Ketchum Zoning Ordinance for specific information about this zone.
6. The owner of Lots 3 & 4 is Fifth & Main LLC, PO Box 6770, Ketchum, ID 83340. The surveyor/representation is Mark E. Phillips, Galena Engineering, Inc., 317 N. River St., Hailey, Idaho 83333.

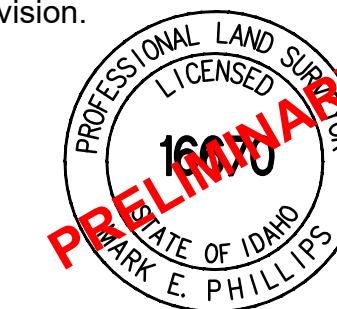


HEALTH CERTIFICATE: Sanitary restrictions as required by Idaho Code Title 50, Ch. 13, have been satisfied. Sanitary restrictions may be reimposed in accordance with Idaho Code Title 50, Ch. 13, Sec. 50-1326, by issuance of a Certificate of Disapproval.

Date \_\_\_\_\_ South Central District Health Dept., EHS

**CERTIFICATE OF SURVEYOR**

I hereby certify that I am a Registered Land Surveyor in the State of Idaho and that this map is a true and accurate representation of a survey done under my direct supervision.



MARK E. PHILLIPS, P.L.S. 16670

LOT 3A, BLOCK 5,  
KETCHUM TOWNSITE

GALENA ENGINEERING,  
INC. HAILEY, IDAHO

1 OF 2  
Job No. 8146

**CERTIFICATE OF OWNERSHIP**

This is to certify that the undersigned are the owners in fee simple of the following described parcel of land:

A parcel of land located within Section 18, T.4N., R.18E., B.M., City of Ketchum, Blaine County, Idaho, more particularly described as follows:

Lots 3 & 4, Block 5, Ketchum Townsite

The easements indicated hereon are not dedicated to the public, but the right to use said easements is hereby reserved for the public utilities and for any other uses indicated hereon and no permanent structures are to be erected within the lines of said easements. We do hereby certify that all lots in this plat will be eligible to receive water service from an existing water distribution system and that the existing water distribution system has agreed in writing to serve all of the lots shown within this plat.

It is the intent of the owner to hereby include said land in this plat.

Fifth & Main, LLC, An Idaho Limited Liability Company

\_\_\_\_\_  
David F. Wilson, Member

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss

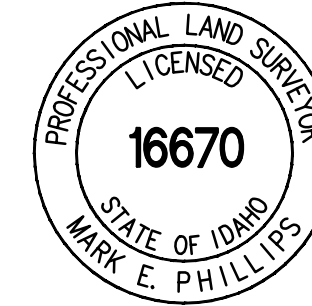
On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, a Notary Public in and for said State, personally appeared David F. Wilson, known or identified to me to be a member of the limited liability company that executed the foregoing instrument, and acknowledged to me that such limited liability company executed the same.

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

\_\_\_\_\_  
Notary Public in and for said State  
Residing in \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

**SURVEYOR'S CERTIFICATE**

I, Mark E. Phillips, a duly Licensed Professional Land Surveyor in the State of Idaho, do hereby certify that this plat is a true and accurate map of the land and points surveyed under my direct supervision and that it is in accordance with the Idaho State Code relating to Plats, Surveys, and the Corner Perpetuation and Filing Act, 55-1601 through 55-1612.



MARK E. PHILLIPS, P.L.S. 16670

**BLAINE COUNTY SURVEYOR'S APPROVAL**

I, Sam Young County Surveyor for Blaine County, Idaho, do hereby certify that I have checked the foregoing Plat and computations for making the same and have determined that they comply with the laws of the State of Idaho relating to Plats and Surveys

\_\_\_\_\_  
Sam Young, P.L.S. 11577  
Blaine County Surveyor  
Date \_\_\_\_\_

**KETCHUM CITY ENGINEER'S APPROVAL**

The foregoing plat was approved by \_\_\_\_\_, City Engineer for the City of Ketchum on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
City Engineer

**KETCHUM CITY COUNCIL'S APPROVAL**

I, \_\_\_\_\_, Planner in and for the City of Ketchum, do hereby certify that the foregoing plat was duly accepted and approved according to the Ketchum Subdivision-Ordinance.

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

Certified by City Clerk

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

**BLAINE COUNTY TREASURER'S APPROVAL**

I, the undersigned County Treasurer in and for Blaine County, State of Idaho per the requirements of Idaho Code 50-1308, do hereby certify that any and all current and/or delinquent county property taxes for the property included in this subdivision have been paid in full. This certification is valid for the next thirty (30) days only.

\_\_\_\_\_  
Blaine County Treasurer  
Date \_\_\_\_\_

**BLAINE COUNTY RECORDER'S CERTIFICATE**

LOT 3A, BLOCK 5,  
KETCHUM TOWNSITE

GALENA ENGINEERING,  
INC. HAILEY, IDAHO

2 OF 2  
Job No. 8146



491 N. Main Street, Suite 102  
Ketchum, ID 83340

**ELECTRONICALLY RECORDED-DO NOT REMOVE THE COUNTY STAMPED FIRST PAGE AS IT IS NOW INCORPORATED AS PART OF THE ORIGINAL DOCUMENT**

File No. 792729 /JD

**Instrument # 689935**

HAILEY, BLAINE, IDAHO  
12-16-2021 4:30:49 PM No. of Pages: 1  
Recorded for: PIONEER TITLE COMPANY OF BLAINE COUNT  
STEPHEN MCDUGALL GRAHAM Fee: \$15.00  
Ex-Officio Recorder Deputy: GWB  
Electronically Recorded by Simplifile

**WARRANTY DEED**

For Value Received Main Street Realty Partners, LLC, a Delaware limited liability company hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

Fifth & Main, LLC, an Idaho limited liability company hereinafter referred to as Grantee, whose current address is P.O. Box 6770 Ketchum, ID 83340

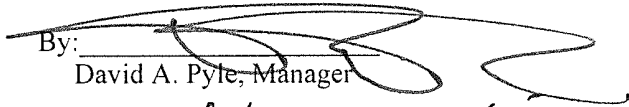
The following described premises, to-wit:

Lots 3 and 4, Block 5, Ketchum Townsite, Blaine County, Idaho, according to the official plat thereof, on file in the office of the County Recorder of Blaine County, Idaho.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies, and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

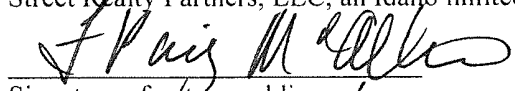
Dated: December 8, 2021

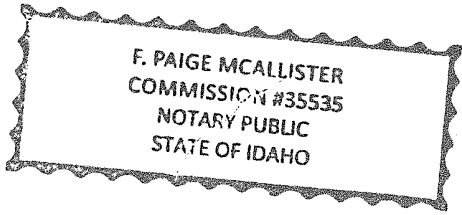
Main Street Realty Partners, LLC, a Delaware limited liability company

By:   
David A. Pyle, Manager

State of Idaho, County of Blaine

This record was acknowledged before me on 12/14/21 by David A. Pyle, as Manager of Main Street Realty Partners, LLC, an Idaho limited liability company.

  
Signature of notary public  
Commission Expires: 1/5/24





COMMITMENT FOR TITLE INSURANCE  
Issued by  
TITLE RESOURCES GUARANTY COMPANY

Issuing Office: TitleOne Corporation dba Sun Valley Title  
ALTA® Universal ID: 1065022  
Commitment Number: 21435321-2

SCHEDULE A

1. Commitment Date: January 11, 2022 at 07:30 AM

2. Policy or Policies to be issued:

|  |                                 |                                    |               |
|--|---------------------------------|------------------------------------|---------------|
| <p>X ALTA Owners Policy (6/17/06)<br/>Proposed Insured:<br/>To Be Determined</p> | <p><i>Standard Coverage</i></p> | <p>Policy Amount:<br/>Premium:</p> | <p>\$0.00</p> |
|--|---------------------------------|------------------------------------|---------------|

3. The estate or interest in the land described or referred to in this Commitment is:  
Fee Simple

4. Title to the estate or interest in the Land is at the Commitment Date vested in:  
Fifth & Main, LLC, an Idaho limited liability company

5. The Land described as follows:  
See Attached Schedule C

Title Resources Guaranty Company  
TitleOne Corporation dba Sun Valley Title

By:

Nick Busdon, Authorized Signatory

|  |   |
|--|---|
|  | <p>Title Resources Guaranty Company</p> <p>By: </p> <hr/> <p>President/CEO</p> <p></p> <hr/> <p>Secretary</p> |
|--|---|

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Title Resources Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

TRGC Form: Comm16 ALTA Commitment Form Adopted 6-17-2006 Revised 08-01-2016 Technical Corrections 04-02-2018

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**SCHEDULE B, PART I  
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. NOTE: According to the available records, the purported address of the land referenced herein is:  
  
None at this time, North Main St, Ketchum, ID 83340
6. NOTE: In the event this transaction fails to close, or this commitment is cancelled, a cancellation fee will be charged to comply with the State of Idaho Department of Insurance regulations.
7. The Company will require delivery and approval of an Indemnity and Affidavit as to Debts, Liens, and Possession prior to the issuance of any Extended Coverage policy. The Company may make additional requirements and exceptions upon disclosure of the same.
8. NOTE: The only deed(s) affecting said land, which recorded within 24 months of the date of this report, or the last recorded vesting deed, is (are) as follows:  
Document: Warranty Deed  
Grantor: Main Street Realty Partners, LLC, a Delaware limited liability company  
Grantee: Fifth & Main, LLC, an Idaho limited liability company  
Recorded: December 16, 2021  
Instrument No.: [689935](#), records of Blaine County, Idaho.
9. The Company will require that a new plat be accepted by the Blaine County Assessor's Office and recorded with the Blaine County Recorder's Office prior to any closings.
10. The Company will require any CCR-type documents be recorded prior to closing.
11. The Company will require a copy of the Operating Agreement and any amendment thereof for Fifth & Main, LLC, showing authority of the officers, managers, or members to execute the forthcoming documents on behalf of said limited liability company. The Company may make additional requirements or exceptions upon disclosure of the same.

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**SCHEDULE B, PART II**  
**Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company. If the Company's requirements are satisfied, Exceptions 1 through 7 will be removed on Enhanced/Extended coverage policies.

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land, and that is not shown by the Public Records.
4. Easements, or claims of easements, not shown by the Public Records.
5. Any lien, or right to a lien, for services, labor, equipment, or materials heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices to such proceedings whether or not shown by the records of such agency, or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims to title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
8. Taxes, including any assessments collected therewith, for the year 2021 which are paid in full.  
Parcel Number: RPK000005003A  
Original Amount: \$10,597.64  
Without Homeowner's Exemption
9. Taxes, including any assessments collected therewith, for the year 2022 which are a lien not yet due and payable.
10. The land described herein is located within the boundaries of the City of Ketchum and is subject to any assessments levied thereby.
11. Liens, levies, and assessments of a proposed homeowners/condominium association, if any.
12. Easements, reservations, restrictions, and dedications as shown on the official plat of Ketchum Townsite.
13. Easements, reservations, restrictions, and dedications as shown on the proposed plat of the new development.
14. Reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded October 25, 1883 in Book 1 of Patents, at Page [22](#), records of Blaine County, Idaho.
15. Reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded April 11, 1939 as Instrument No. [78777](#), records of Blaine County, Idaho.

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16. Right of way for ditches, tunnels, telephone, and distribution lines constructed by authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code.

17. All matters, and any rights, easements, interests or claims as disclosed by a Record of Survey recorded April 11, 2017 as Instrument No. [642700](#), records of Blaine County, Idaho.

18. Terms, provisions, covenants, conditions, restrictions and easements provided in a proposed Declaration of Covenants, Conditions and Restrictions, but omitting any covenants, conditions or restrictions, if any, to the extent that such violates 42 USC 3604 (c) or any other ordinance, statute or regulation.

Recorded:

Instrument No.:

19. A Deed of Trust to secure an indebtedness in the amount shown below and any other obligations secured thereby:

Amount: \$1,500,000.00

Trustor/Grantor: Fifth & Main, LLC, an Idaho limited liability company

Trustee: Pioneer Title Company

Beneficiary: Mountain West Bank, Division of Glacier Bank

Dated: December 15, 2021

Recorded: December 16, 2021

Instrument No.: [689936](#), records of Blaine County, Idaho.

(End of Exceptions)

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SCHEDULE C

**Legal Description:**

Lots 3 and 4, Block 5 of the VILLAGE OF KETCHUM, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 302967, records of Blaine County, Idaho.

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TRGC Form: Comm16 ALTA Commitment Form Adopted 6-17-2006 Revised 08-01-2016 Technical Corrections 04-02-2018

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Exhibit D

5th & Main Condominiums  
Subdivision

Preliminary Plat Application



**City of Ketchum  
Planning & Building**

| OFFICIAL USE ONLY   |            |
|---------------------|------------|
| Application Number: | P22-006    |
| Date Received:      | 2/14/22    |
| By:                 |            |
| Fee:                | \$1,375.00 |
| Approved Date:      |            |
| By:                 |            |

**Subdivision Application**

Submit completed application and payment to the Planning and Building Department, PO Box 2315, Ketchum, ID 83340 or hand deliver to Ketchum City Hall, 191 th St. West, Ketchum. If you have questions, please contact the Planning and Building Department at (208) 726-7801. To view the Development Standards, visit the City website at: [www.ketchumidaho.org](http://www.ketchumidaho.org) and click on Municipal Code.

| APPLICANT INFORMATION  |                               |                              |                                    |
|--|-------------------------------|------------------------------|------------------------------------|
| Name of Proposed Subdivision: 5th & Main Condominiums  |                               |                              |                                    |
| Owner of Record: Fifth & Main LLC c/o Dave Wilson  |                               |                              |                                    |
| Address of Owner: PO Box 6770, Ketchum, ID 83340   |                               |                              |                                    |
| Representative of Owner: Galena Engineering  |                               |                              |                                    |
| Legal Description: Lot 3A, Block 5, Ketchum Townsite   |                               |                              |                                    |
| Street Address: 460 N. Main St.  |                               |                              |                                    |
| SUBDIVISION INFORMATION  |                               |                              |                                    |
| Number of Lots/Parcels: 1 Lot, 6 Condominium Units   |                               |                              |                                    |
| Total Land Area: 10,989 Sq. Ft. (0.25 Ac.)   |                               |                              |                                    |
| Current Zoning District: CC  |                               |                              |                                    |
| Proposed Zoning District: CC   |                               |                              |                                    |
| Overlay District: n/a  |                               |                              |                                    |
| TYPE OF SUBDIVISION  |                               |                              |                                    |
| Condominium <input checked="" type="checkbox"/>  | Land <input type="checkbox"/> | PUD <input type="checkbox"/> | Townhouse <input type="checkbox"/> |
| Adjacent land in same ownership in acres or square feet: n/a   |                               |                              |                                    |
| Easements to be dedicated on the final plat:<br>None   |                               |                              |                                    |
| Briefly describe the improvements to be installed prior to final plat approval:<br>Construction of Condominium Units |                               |                              |                                    |
| ADDITIONAL INFORMATION   |                               |                              |                                    |
| All lighting must be in compliance with the City of Ketchum's Dark Sky Ordinance                                     |                               |                              |                                    |
| One (1) copy of Articles of Incorporation and By-Laws of Homeowners Associations and/or Condominium Declarations     |                               |                              |                                    |
| One (1) copy of current title report and owner's recorded deed to the subject property                               |                               |                              |                                    |
| One (1) copy of the preliminary plat   |                               |                              |                                    |
| All files should be submitted in an electronic format.   |                               |                              |                                    |

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

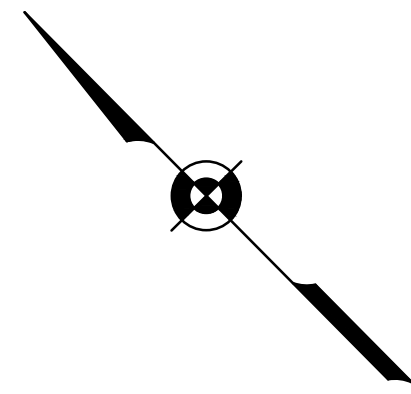
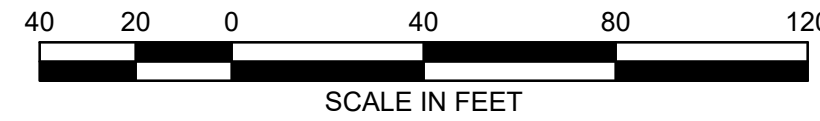
*Sean Tilly* \_\_\_\_\_ 2/7/2022  
 Applicant Signature — Representative's Signature Date

Once your application has been received, we will review it and contact you with next steps. No further action is required at this time.

# A PRELIMINARY CONDOMINIUM PLAT SHOWING 5TH & MAIN CONDOMINIUMS

WHEREIN LOT 3A, BLOCK 5, KETCHUM TOWNSITE IS CONVERTED TO CONDOMINIUMS  
LOCATED WITHIN SECTION 18, T.4N., R.18E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

FEBRUARY 2022



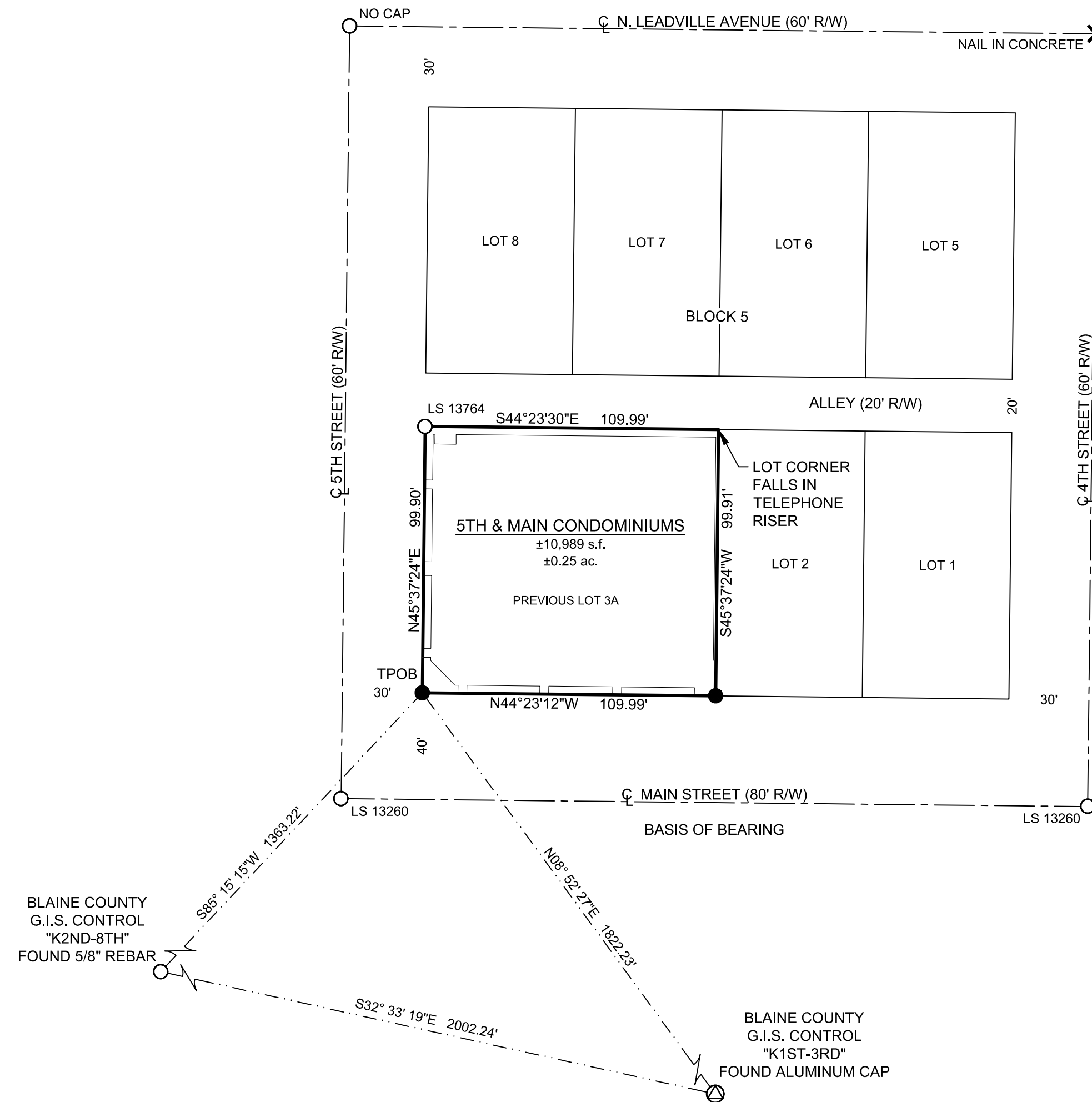
SCALE: 1" = 40'

### LEGEND

- Property Line
- Adjoiner's Lot Line
- Centerline
- GIS Tie Line
- Lot Line to be Vacated
- Found Aluminum Cap
- Found 5/8" Rebar
- Nail in Concrete
- Set 5/8" Rebar
- CA = Common Area
- CH = Community Housing Unit
- ELEV = Elevator
- LC = Limited Common Area
- MECH = Mechanical Room / Area
- TPOB = True Point of Beginning

### SURVEY NARRATIVE & NOTES

1. The purpose of this survey is to show the monuments found and set during the boundary retracement of Lot 3A, Block 5, Ketchum Townsite, Instrument Number 302967, records of Blaine County, Idaho, and to condominiumize said property as shown hereon. All found monuments have been accepted. Lot corner monuments were set by block breakdown and proportioning record distances. Vertical Datum is NAVD 1988.
2. In interpreting the Declaration, Plat or Plats, and Deeds, the existing physical boundaries of the unit as originally constructed, or reconstructed in lieu thereof, shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed or depicted in the declaration, plat or plats, and/or deeds, regardless of settling or lateral movement of the building and regardless of minor variances between boundaries shown in the declaration, plat or plats, and/or deeds, and the actual boundaries of the units in the buildings.
3. Dimensions shown hereon will be subject to slight variations, owing to normal construction tolerances.
4. Horizontal or sloping planes shown hereon are top of finished subfloor and bottom of finished ceiling; vertical planes are finished surfaces of interior walls. Some structural members extend into units, limited common areas and parking spaces.
5. Property shown hereon is subject to terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided by applicable Condominium Law or the Condominium Declaration recorded under Instrument Number \_\_\_\_\_, records of Blaine County, Idaho. Consult the Condominium Declarations for the definition of common and limited common area.
6. All area outside of units that is not designated as limited common is common area. Areas of "common" or "limited common" are shown by diagram.
7. Building ties are to the interior corners of unit walls.
8. Utility easements necessary to allow for access and maintenance of utilities serving units other than the unit they are located in are hereby granted by this plat.
9. The current zoning is CC. Refer to the City of Ketchum Zoning Ordinance for specific information about this zone.
10. The owner of Lot 3A is Fifth & Main LLC, PO Box 6770, Ketchum, ID 83340. The surveyor/representation is Mark E. Phillips, Galena Engineering, Inc., 317 N. River St., Hailey, Idaho 83333.



### CERTIFICATE OF SURVEYOR

I hereby certify that I am a Registered Land Surveyor in the State of Idaho and that this map is a true and accurate representation of a survey done under my direct supervision.



MARK E. PHILLIPS, P.L.S. 16670

5TH & MAIN CONDOMINIUMS  
GALENA ENGINEERING, INC.  
HAILEY, IDAHO

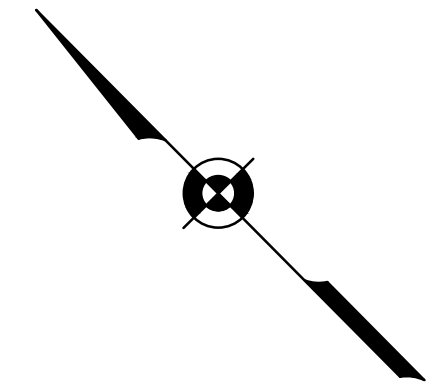
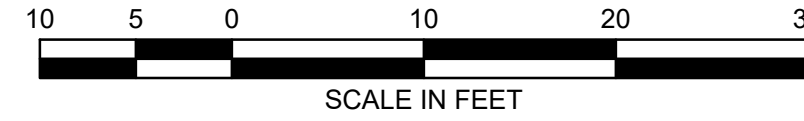
1 OF 5  
Job No. 8146

HEALTH CERTIFICATE: Sanitary restrictions as required by Idaho Code Title 50, Ch. 13, have been satisfied. Sanitary restrictions may be reimposed in accordance with Idaho Code Title 50, Ch. 13, Sec. 50-1326, by issuance of a Certificate of Disapproval.

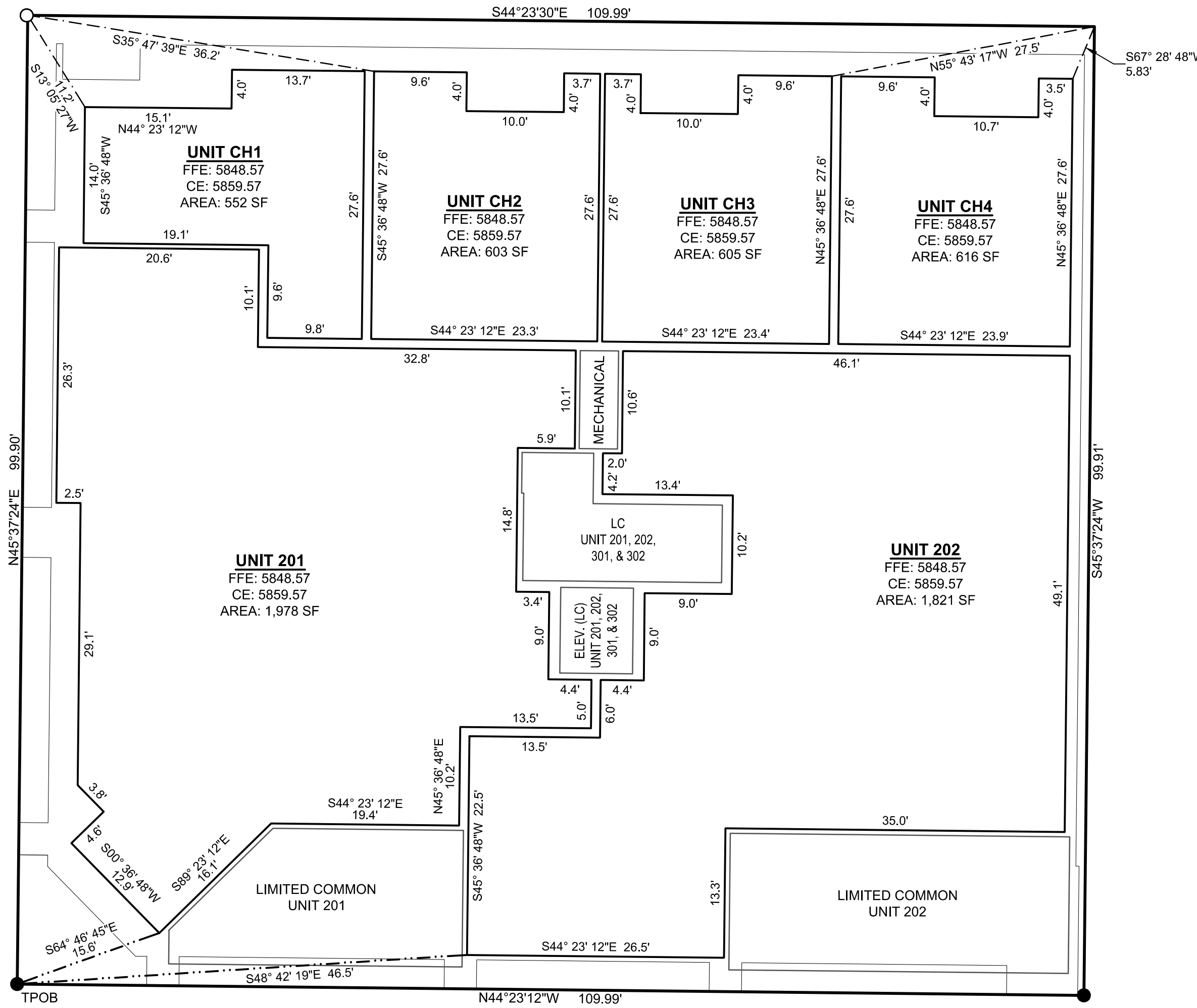
Date \_\_\_\_\_ South Central District Health Dept., EHS



A PRELIMINARY CONDOMINIUM PLAT SHOWING  
**5TH & MAIN CONDOMINIUMS**  
 FEBRUARY 2022



SCALE: 1" = 10'



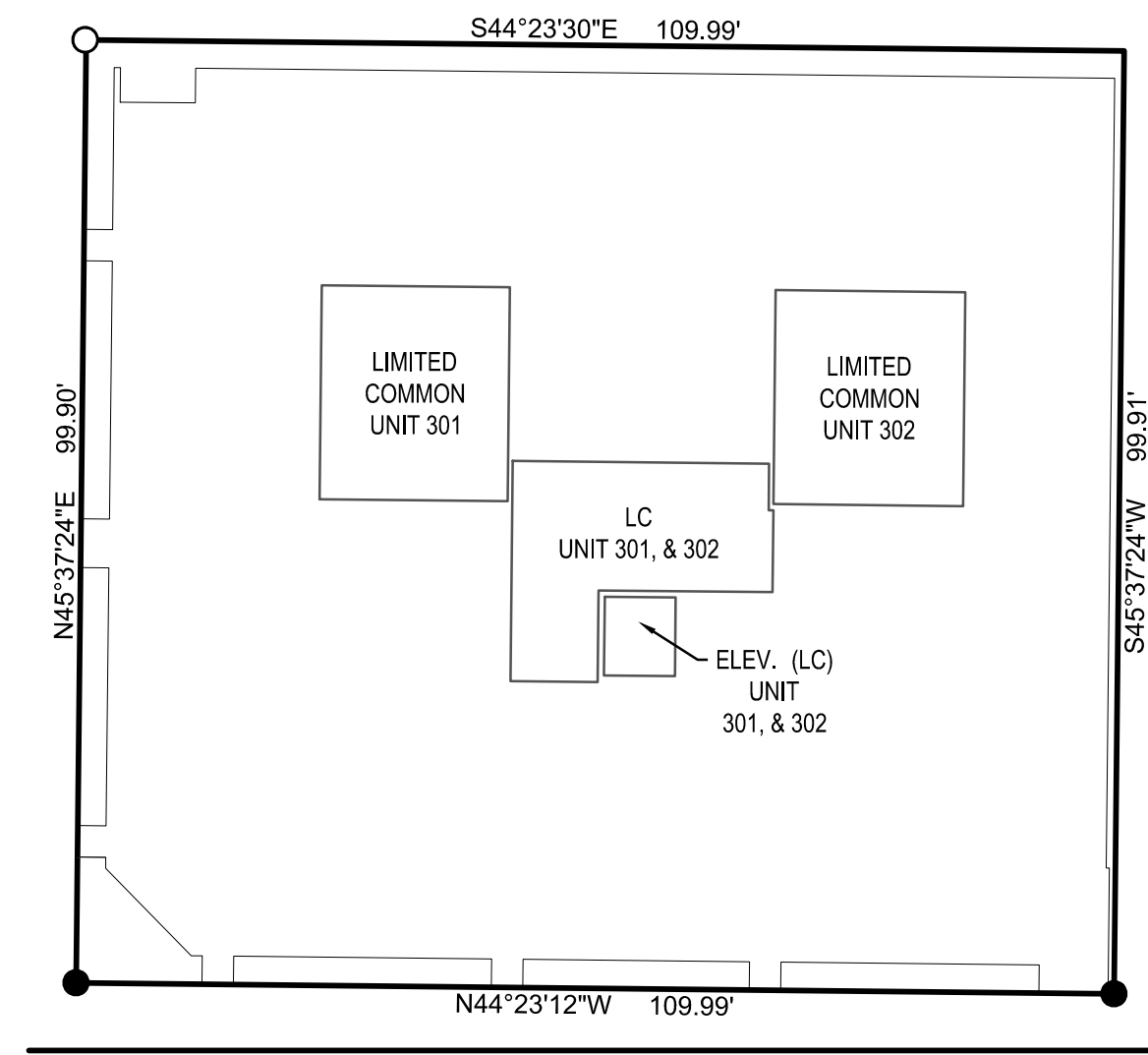
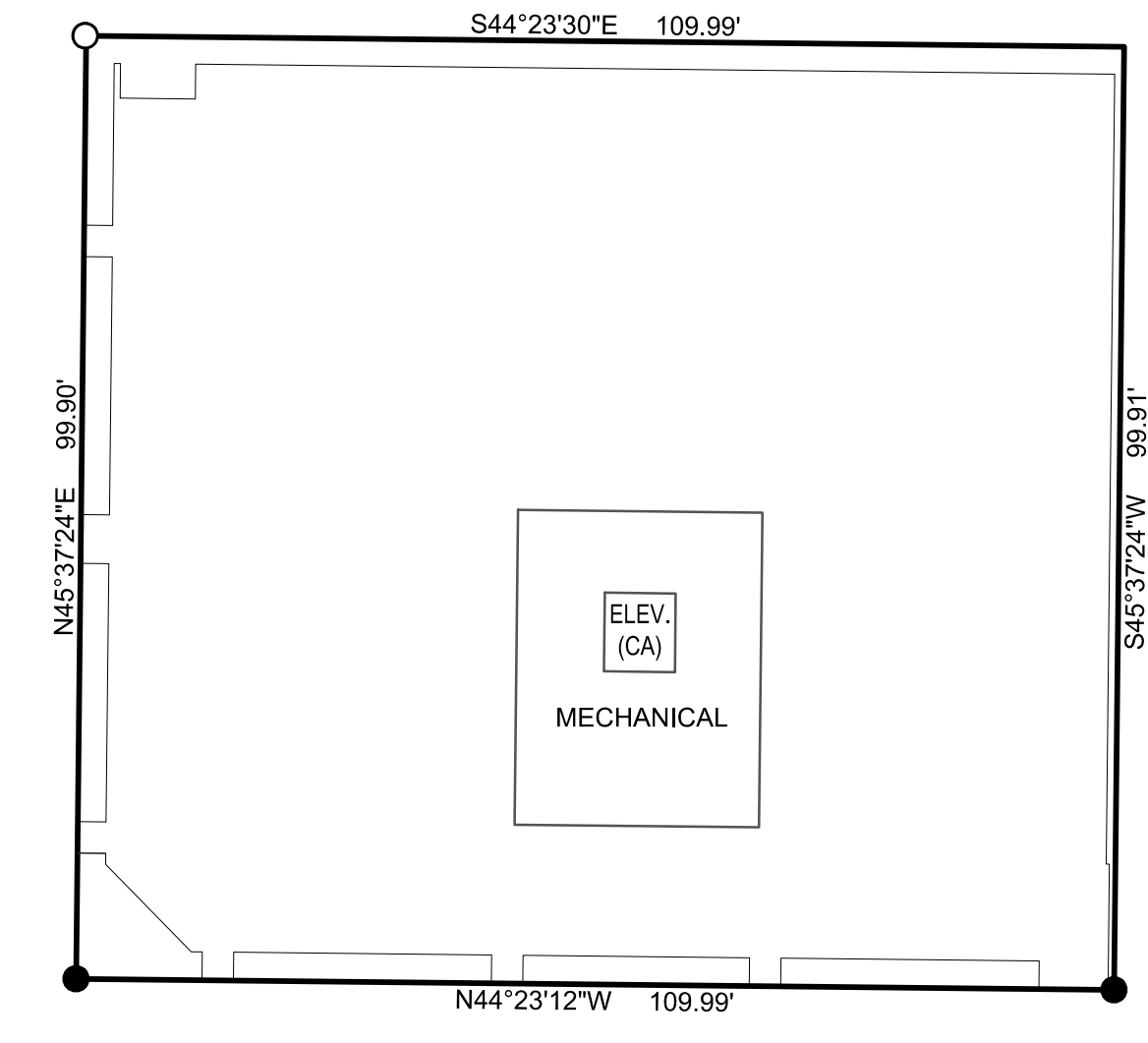
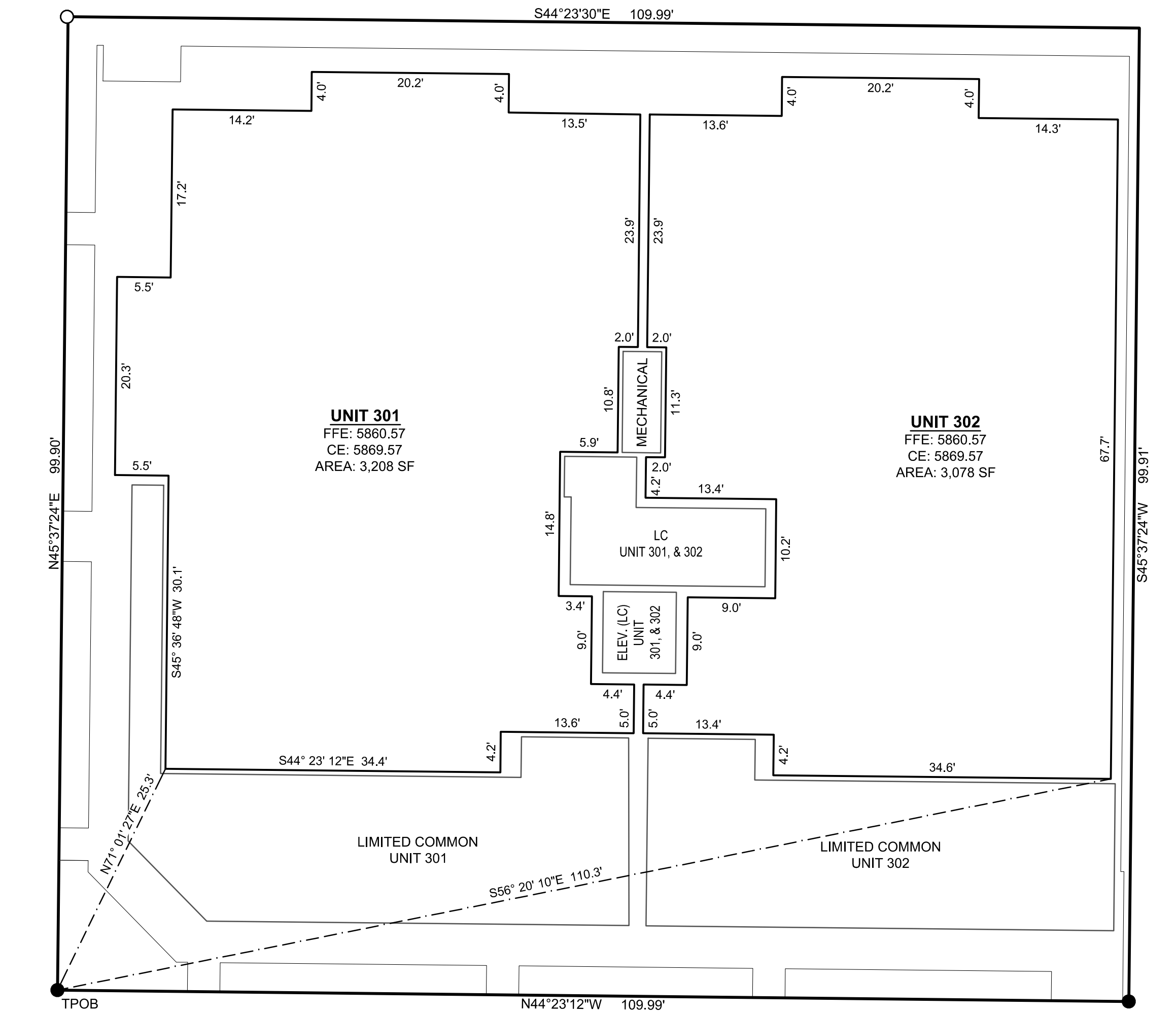
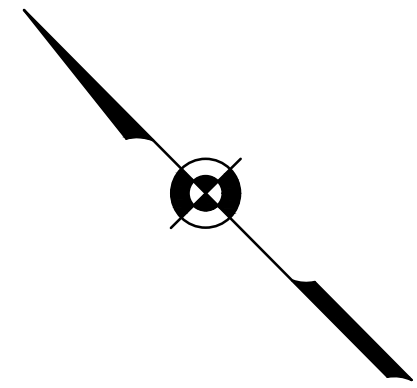
SECOND FLOOR  
 UNITS 201 & 202

5TH & MAIN CONDOMINIUMS

GALENA ENGINEERING, INC.  
 HAILEY, IDAHO

3 OF 5  
 Job No. 8146

A PRELIMINARY CONDOMINIUM PLAT SHOWING  
**5TH & MAIN CONDOMINIUMS**  
 FEBRUARY 2022





**CERTIFICATE OF OWNERSHIP**

This is to certify that the undersigned are the owners in fee simple of the following described parcel of land:

A parcel of land located within Section 18, T.4N., R.18E., B.M., City of Ketchum, Blaine County, Idaho, more particularly described as follows:

Lot 3A, Block 5, Ketchum Townsite

The easements indicated hereon are not dedicated to the public, but the right to use said easements is hereby reserved for the public utilities and for any other uses indicated hereon and no permanent structures are to be erected within the lines of said easements. We do hereby certify that all lots in this plat will be eligible to receive water service from an existing water distribution system and that the existing water distribution system has agreed in writing to serve all of the lots shown within this plat.

It is the intent of the owner to hereby include said land in this plat.

Fifth & Main, LLC, An Idaho Limited Liability Company

\_\_\_\_\_  
David F. Wilson, Member

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss

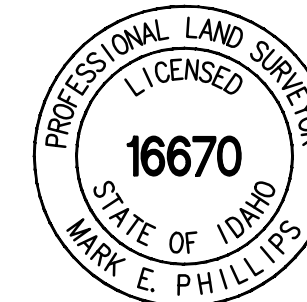
On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, a Notary Public in and for said State, personally appeared David F. Wilson, known or identified to me to be a member of the limited liability company that executed the foregoing instrument, and acknowledged to me that such limited liability company executed the same.

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

\_\_\_\_\_  
Notary Public in and for said State  
Residing in \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

**SURVEYOR'S CERTIFICATE**

I, Mark E. Phillips, a duly Licensed Professional Land Surveyor in the State of Idaho, do hereby certify that this plat is a true and accurate map of the land and points surveyed under my direct supervision and that it is in accordance with the Idaho State Code relating to Plats, Surveys, and the Corner Perpetuation and Filing Act, 55-1601 through 55-1612.



**BLAINE COUNTY SURVEYOR'S APPROVAL**

I, Sam Young County Surveyor for Blaine County, Idaho, do hereby certify that I have checked the foregoing Plat and computations for making the same and have determined that they comply with the laws of the State of Idaho relating to Plats and Surveys

\_\_\_\_\_  
Sam Young, P.L.S. 11577  
Blaine County Surveyor

\_\_\_\_\_ Date

**KETCHUM CITY ENGINEER'S APPROVAL**

The foregoing plat was approved by \_\_\_\_\_, City Engineer for the City of Ketchum on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
City Engineer

**KETCHUM CITY COUNCIL'S APPROVAL**

I, \_\_\_\_\_, Planner in and for the City of Ketchum, do hereby certify that the foregoing plat was duly accepted and approved according to the Ketchum Subdivision-Ordinance.

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

Certified by City Clerk

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

**BLAINE COUNTY TREASURER'S APPROVAL**

I, the undersigned County Treasurer in and for Blaine County, State of Idaho per the requirements of Idaho Code 50-1308, do hereby certify that any and all current and/or delinquent county property taxes for the property included in this subdivision have been paid in full. This certification is valid for the next thirty (30) days only.

\_\_\_\_\_  
Blaine County Treasurer

\_\_\_\_\_ Date

**BLAINE COUNTY RECORDER'S CERTIFICATE**

5TH & MAIN CONDOMINIUMS  
GALENA ENGINEERING, INC.  
HAILEY, IDAHO  
5 OF 5  
Job No. 8146

**CONDOMINIUM DECLARATION  
FOR  
FIFTH & MAIN BUILDING**

THIS DECLARATION (the “**Declaration**”) dated \_\_\_\_\_, 2023, shall be effective upon recordation and is made by FIFTH & MAIN, LLC , an Idaho limited liability company (the “**Declarant**”). Declarant is the owner of certain real property in Blaine County, Idaho, more particularly described on Exhibit A (the “**Property**”). Declarant hereby makes the following grants, submissions, and declarations:

**ARTICLE 1. IMPOSITION OF COVENANTS**

Section 1.1 Purpose. The purpose of this Declaration is to create a condominium project known as the Fifth & Main Building (the “**Condominium Project**”) by submitting the Property to the condominium form of ownership and use pursuant to the Idaho Condominium Act, Idaho Code §§ 55-1501 *et seq.*, as amended and supplemented from time to time (the “**Act**”).

Section 1.2 Intention of Declarant. Declarant desires to protect the value and desirability of the Condominium Project, to further a plan for the improvement, lease, sale and ownership of the Units in the Condominium Project, to create a harmonious and attractive development and to promote and safeguard the health, comfort, safety, convenience, and welfare of the Owners of Units in the Condominium Project.

Section 1.3 Condominium Declaration. To accomplish the purposes and intentions recited above, Declarant hereby submits the Property, together with all improvements, appurtenances, and facilities relating to or located on the Property now and in the future, to condominium ownership under the Act, and hereby imposes upon all of the Property the covenants, conditions, restrictions, easements, reservations, rights-of-way, and other provisions of this Declaration, and Declarant hereby declares that all of the Property shall be held, sold, conveyed, encumbered, leased, rented, occupied, and improved subject to the provisions of this Declaration.

Section 1.4 Covenants Running With the Land. All provisions of this Declaration shall be deemed to be covenants running with the land, or as equitable servitudes, as the case may be. The benefits, burdens, and other provisions contained in this Declaration shall be binding upon and shall inure to

the benefit of Declarant, all Unit Owners, and their respective heirs, executors, administrators, personal representatives, successors, and assigns.

## ARTICLE 2. DEFINITIONS

The following words, when used in this Declaration, shall have the meanings designated below unless the context expressly requires otherwise:

Section 2.1 “Act” means the Idaho Condominium Act as defined in Section 1.1 hereof. In the event the Act is repealed, the Act, on the effective date of this Declaration, shall remain applicable to this Declaration.

Section 2.2 “Allocated Interests” means the undivided interest in the Common Elements and the Common Expense Liability and the votes in the Association allocated to each of the Units in the Condominium Project. The formulas used to establish the Allocated Interests are described in Article 4. The Allocated Interests for each Unit are set forth on Exhibit B.

Section 2.3 “Articles of Incorporation” means the Articles of Incorporation of Sun Valley & First Owners’ Association as filed with the Idaho Secretary of State, a copy of which is attached hereto as Exhibit C.

Section 2.4 “Assessments” means the annual, special and default Assessments levied pursuant to this Declaration.

Section 2.5 “Association” means the Sun Valley & First Building Owners’ Association, Inc., an Idaho nonprofit corporation, and its successors and assigns.

Section 2.6 “Board of Directors” means the governing body of the Association, as provided in this Declaration and in the Articles of Incorporation and Bylaws of the Association and in the Act.

Section 2.7 “Bylaws” means any instruments, however denominated, which are adopted by the Association for the regulation and management of the Association, including the amendments thereto, a copy of which is attached hereto as Exhibit D.

Section 2.8 “Commercial Unit” means Units 1 and 2 as shown on the Map which are designated in this Declaration for business or commercial uses.

Section 2.9 “Community Housing Unit” means Unit CH1, CH2, CH3 and CH4 as shown on the Map which are encumbered with community housing deed restrictions.

Section 2.10 "Common Elements" means all of the Condominium Project, other than the Units, but including, without limiting the generality of the foregoing, the following components:

- (a) the Property; and
- (b) the Improvements (including, but not by way of limitation, the foundations, columns, girders, beams, supports, perimeter and supporting walls, chimneys, chimney chases, roofs, patios, balconies, entrances and exits, and the mechanical installations of the Improvements consisting of the equipment and materials making up any central services such as power, light, gas, hot and cold water, sewer, cable television, and heating and central air conditioning which exist for use by one or more of the Unit Owners, including the pipes, vents, ducts, flues, cable conduits, wires, telephone wire, cable and other similar utility installations used in connection therewith), except for the Units; and
- (c) the yards, sidewalks, walkways, paths, grass, shrubbery, trees, driveways, roadways, landscaping, gardens, parking areas, and related facilities upon the Property; and
- (d) the pumps, tanks, motors, fans, storm drainage structures, compressors, ducts, and, in general, all apparatus, installations, and equipment of the Improvements existing for use of one or more of the Unit Owners; and
- (e) in general, all other parts of the Condominium Project designated by Declarant as Common Elements and existing for the use of one or more of the Unit Owners.

The Common Elements shall be owned by the Unit Owners of the separate Units, each Unit Owner of a Unit having an undivided interest in the Common Elements as allocated in Exhibit B.

Section 2.11 "Common Expenses Liability" means the liability for Common Expenses allocated to each Unit pursuant to this Declaration.

Section 2.12 "Common Expenses" means expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserves, including, without limiting the generality of the foregoing, the following items:

- (a) expenses of administration, insurance, operation, and management, repair or replacement of the Common Elements except to the extent such repairs and replacements are responsibilities of a Unit Owner as provided in this Declaration;
- (b) expenses declared Common Expenses by the provisions of this Declaration or the Bylaws;
- (c) all sums lawfully assessed against the Units by the Board of Directors;
- (d) expenses agreed upon as Common Expenses by the members of the Association; and
- (e) expenses provided to be paid pursuant to any Management Agreement.

Section 2.13 "Condominium Documents" means the basic documents creating and governing the Condominium Project, including, but not limited to, this Declaration, the Articles of Incorporation and Bylaws, the Map, and any procedures, Rules and Regulations, or policies relating to the Condominium Project adopted under such documents by the Association or the Board of Directors.

Section 2.14 "Condominium Map" or "Map" means that part of this Declaration that depicts all or any portion of the Condominium Project in three dimensions, is executed by the Declarant and is recorded in the Records. A Map and a Plat may be combined in one instrument. In a Map, a "Horizontal Boundary" means a plane of elevation relative to a described benchmark that defines either a lower or upper dimension of a Unit such that the real estate respectively below or above the defined plane is not part of the Unit. In a Map, a "Vertical Boundary" means the defined limit of a Unit that is not a Horizontal Boundary of that Unit.

Section 2.15 "Condominium Project" or "Project" means the term as defined in Section 1.1 hereof.

Section 2.16 "Condominium Unit" means the fee simple interest in and to a Unit, together with the undivided interest in the Common Elements appurtenant to the Unit, as allocated in Exhibit B.

Section 2.17 "Costs of Enforcement" means all monetary fees, fines, late charges, interest, expenses, costs, including receiver's and appraiser's fees, and

reasonable attorneys' fees and disbursements, including legal assistants' fees, incurred by the Association in connection with the collection of Assessments or in connection with the enforcement of the terms, conditions and obligations of the Condominium Documents.

Section 2.18 "Declarant" means Fifth & Main, LLC, an Idaho limited liability company, and its successors and assigns.

Section 2.19 "Declaration" means this Declaration, together with any amendment to this Declaration, recorded in the Records. The term Declaration includes all Maps and Plats recorded with this Declaration and all amendments to the Declaration and supplements to the Maps and Plats without specific reference thereto.

Section 2.20 "Deed" means each initial Warranty Deed recorded after the date hereof by which Declarant conveys a Unit.

Section 2.21 "Eligible First Mortgagee" means a First Mortgagee that has notified the Association in writing of its name and address and status as a First Mortgagee and has requested that it receive notices provided for in Article 19 entitled "Mortgagee Protections".

Section 2.22 "First Mortgagee" means a holder of a Security Interest in a Unit that has priority over all other Security Interests in the Unit.

Section 2.23 "Improvement(s)" means the building(s) (including all fixtures and improvements contained within it) located on the Property in which Units or Common Elements are located.

Section 2.24 "Limited Common Elements" means those parts of the Common Elements that are limited to and reserved for the use in connection with one or more, but fewer than all, of the Units. Without limiting the foregoing, the Limited Common Elements shall include any balcony, deck, patio, courtyard or porch appurtenant to and accessible only from a Unit, any shutters, awnings, window boxes, doorsteps, stoops, porch, balcony or patio designated or designed to serve a single Unit but located outside the Unit's boundaries, storage spaces and parking spaces outside Units designated as Limited Common Elements in this Declaration or on the Map, if any. If any chute, flue, duct, wire, conduit, bearing wall, bearing column or other fixture lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving that Unit is a Limited Common Element allocated solely to that Unit, and any portion thereof serving more than one Unit or any portion of the Common Elements is a part of the Common Elements. Limited Common Elements also

include any portion of the Common Elements allocated by this Declaration or on the Map as Limited Common Elements. All Limited Common Elements shall be used in connection with the appurtenant Unit(s) to the exclusion of the use thereof by the other Unit Owners, except by invitation. Subject to the Association's overall responsibility for maintenance of the Limited Common Elements, each Unit Owner shall be responsible for routine maintenance and care of the walls, ceilings and floors of any balcony or of any other Limited Common Elements appurtenant to and accessible only from the Unit Owner's Unit, and for keeping the same in a good, clean, sanitary, and attractive condition. No reference to Limited Common Elements need be made in any instrument of conveyance or encumbrance in order to convey or encumber the Limited Common Elements appurtenant to a Unit.

Section 2.25 "Majority of Owners" means a majority (or any greater percentage that may be specifically required for a particular action or authorization by the terms of this Declaration) of the total voting power of the members of the Association.

Section 2.26 "Management Agreement" means any contract or arrangement entered into for purposes of discharging the responsibilities of the Board of Directors relative to the operation, maintenance, and management of the Condominium Project.

Section 2.27 "Managing Agent" means a person, firm, corporation or other entity employed or engaged as an independent contractor pursuant to a Management Agreement to perform management services for the Association.

Section 2.28 "Occupant" means any member of a Unit Owner's family or a Unit Owner's guests, invitees, servants, tenants, employees, or licensees who occupy a Unit or are on the Common Elements for any period of time.

Section 2.29 "Period of Declarant Control" means the maximum period of time defined and limited by Section 8.6 of this Declaration during which the Declarant may, at its option, control the Association.

Section 2.30 "Person" means an individual, association, partnership, limited liability company, corporation, trust, governmental agency, political subdivision or any combination thereof.

Section 2.31 "Plat" means that part of a Declaration that is a land survey plat as set forth in Idaho Code § 50-1301, as amended, depicts all or any portion of the Condominium Project in two dimensions, is executed by the Declarant, and is recorded in the Records.

Section 2.32 "Property" means the real property in Blaine County, Idaho, more particularly described on the attached Exhibit A.

Section 2.33 "Real Estate" means any leasehold or other estate or interest in, over, or under land, including structures, fixtures, and other improvements and interests that, by custom, usage or law, pass with the conveyance of land though not described in the contract of sale or instrument of conveyance. Real Estate includes parcels with or without Horizontal Boundaries and spaces that may be filled with air or water.

Section 2.34 "Records" means the Office of the Clerk and Recorder in Blaine County, Idaho, and each other county in which any portion of the Condominium Project is located.

Section 2.35 "Residential Unit" means any Unit which is not a Commercial Unit, and includes Community Housing Units.

Section 2.36 "Rules and Regulations" means the rules and regulations promulgated by the Board of Directors for the management, preservation, safety, control, and orderly operation of the Condominium Project in order to effectuate the intent and to enforce the obligations set forth in the Condominium Documents, as amended and supplemented from time to time. Separate Rules and Regulations may be promulgated to apply only to Commercial Units, Residential Units, Community Housing Units and/or any combination thereof.

Section 2.37 "Security Interest" means an interest in Real Estate or personal property created by contract or conveyance which secures payment or performance of an obligation. The terms includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, pledge of an ownership interest in an Association, and any other consensual lien or title retention contract intended as security for an obligation. The holder of a Security Interest includes any insurer or guarantor of a Security Interest.

Section 2.38 "Special Declarant Rights" means those rights reserved by Declarant in Article 15 of this Declaration.

Section 2.39 "Unit" means a physical portion of the Condominium Project which is designated for separate ownership or occupancy and the boundaries of which are described in or determined by this Declaration. Each Unit shall be designated by a separate number, letter, address or other symbol or combination thereof that identifies only one Unit in the Condominium Project as more specifically set forth on Exhibit B. If walls, floors or ceilings are designated as



boundaries of a Unit in this Declaration, all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of the finished surfaces thereof are a part of the Unit and all other portions of the walls, floors or ceilings are a part of the Common Elements. Subject to Section 2.24, all spaces, interior partitions and other fixtures and improvements within the boundaries of a Unit are a part of the Unit.

Section 2.40 "Unit Owner" or "Owner" means the Declarant or any other person who owns record title to a Unit (including a contract seller, but excluding a contract purchaser) but excluding any person having a Security Interest in a Unit unless such person has acquired record title to the Unit pursuant to foreclosure or any proceedings in lieu of foreclosure.

### **ARTICLE 3. DIVISION OF PROJECT INTO CONDOMINIUM OWNERSHIP**

Section 3.1 Division Into Condominium Units. The Property is hereby divided into that number of Condominium Units described in Exhibit "B", as amended from time to time, including separately designated Commercial Unit(s), each consisting of a fee simple interest in a Unit and an undivided fee simple interest in the Common Elements in accordance with the respective undivided interests in the Common Elements as set forth in Exhibit B. Such undivided interests in the Common Elements are hereby declared to be appurtenant to the respective Units. The total of the undivided interests in the Common Elements set forth in Exhibit B, rounded to the nearest 1%, shall be deemed to equal one hundred percent (100%) for purposes of this Declaration.

Section 3.2 Delineation of Unit Boundaries. The boundaries of each Unit are delineated and designated by an identifying number on the Map, and those numbers are set forth in Exhibit B.

Section 3.3 Inseparability of Condominium Unit. Except as provided in Section 3.5 below: (a) no part of a Condominium Unit or of the legal rights comprising ownership of a Condominium Unit may be partitioned or separated from any other part thereof during the period of condominium ownership prescribed in this Declaration; (b) each Condominium Unit shall always be conveyed, transferred, devised, bequeathed, encumbered, and otherwise affected only as a complete Condominium Unit; and (c) every conveyance, transfer, gift, devise, bequest, encumbrance other disposition of a Condominium Unit or any part thereof shall be presumed to be a disposition of the entire Condominium Unit, together with all appurtenant rights and interests created by law or by this Declaration, including the Unit Owner's membership in the Association.

Section 3.4 Non-Partitionability of Common Elements. The Common Elements shall be owned in common by all of the Unit Owners and shall remain physically undivided, and no Unit Owner shall bring any action for partition or division of the Common Elements. By acceptance of a deed or other instrument of conveyance or assignment to a Unit, each Unit Owner shall be deemed to have specifically waived such Unit Owner's right to institute or maintain a partition action or any other cause of action designed to cause a division of the Common Elements, and this Section may be pleaded as a bar to the maintenance of such an action. Any Unit Owner who shall institute or maintain any such action shall be liable to the Association and hereby agrees to reimburse the Association for the Costs of Enforcement in defending any such action.

Section 3.5 Alterations and Relocation of Boundaries Between Adjoining Units. Unit Owner(s) shall have the right to alter their Units and relocate boundaries between their Unit and an adjoining Unit and reallocate Limited Common Elements between or among Units, subject to the provisions and requirements of this Declaration and of the Act.

#### **ARTICLE 4. ALLOCATED INTERESTS**

Section 4.1 Allocation of Interests. The Allocated Interests assigned to each Unit are set forth on Exhibit B. These interests have been allocated in accordance with the formulas set out in Section 4.2 below. These formulas are to be used in reallocating interests if Units are added to the Condominium Project or if Units are converted to Common Elements or Limited Common Elements.

Section 4.2 Formulas for the Allocation of Interests. The interests allocated to each Unit have been calculated by the following formulas:

- (a) Undivided Interest in the Common Elements. The percentage of the undivided interest in the Common Elements allocated to each Unit is based upon the relative floor area of each Unit as compared to the floor area of all Units in the Condominium Project.
- (b) Common Expenses Liability. The percentage of Common Expenses Liability allocated to each Unit is based on the relative floor area of each Unit as compared to the floor area of all Units in the Condominium Project.
- (c) Votes. Each Unit shall be allocated a single vote as set forth on Exhibit B.

Section 4.3 Rounding Convention. Any Allocated Interest, stated as a fraction, shall be rounded to the nearest one percent (1%). The total of all Allocated Interests shall be deemed to equal to one hundred percent (100%) for purposes of this Declaration.

## **ARTICLE 5. CONDOMINIUM MAP**

The Map shall be filed in the Records. Any Map filed subsequent to the first Map shall be termed a supplement to such Map, and the numerical sequence of such supplements shall be shown thereon. The Map shall be filed following substantial completion of the Improvement(s) depicted on the Map and prior to the conveyance of any Unit depicted on the Map to a purchaser. The Map shall include a Plat which shows the following:

- (a) the name and a general schematic map of the entire Condominium Project;
- (b) the extent of any existing encroachments across any Condominium Project boundary; and
- (c) to the extent feasible, a legally sufficient description of all easements serving or burdening any portion of the Condominium Project.

The Map shall also show the following:

- (a) the location and dimensions of each Unit and that Unit's identifying number;
- (b) horizontal Unit boundaries, if any, with reference to all established data and that Unit's identifying number; and
- (c) the approximate location and dimensions of all Limited Common Elements.

The Map shall contain a certificate of a registered and licensed surveyor certifying that the Map was prepared subsequent to the substantial completion of the improvements and contains all information required by this Declaration and the Act. Each supplement shall set forth a like certificate when appropriate. In interpreting the Map, the existing physical boundaries of each separate Unit as constructed shall be conclusively presumed to be its boundaries.

## ARTICLE 6. LEGAL DESCRIPTION AND TAXATION OF UNITS

Section 6.1 Contracts to Convey Entered into Prior to Recording of Condominium Declaration and Map. A contract or other agreement for the sale of a Unit entered into prior to the filing of this Declaration in the Records may legally describe such Unit in substantially the manner set forth in this Article 6 and may indicate that this Declaration and Map are to be recorded.

Section 6.2 Contracts to Convey and Conveyances Subsequent to Recording of Declaration and Map. Subsequent to the recording of the Declaration and Map, contracts to convey, instruments of conveyance of Units, and every other instrument affecting title to a Unit shall be in substantially the following form with such omissions, insertions, recitals of fact, or other provisions as may be required by the circumstances or appropriate to conform to the requirements of any governmental authority, practice or usage or requirement of law with respect thereto:

Condominium Unit \_\_\_\_\_, according to the Condominium Declaration for Fifth & Main Building, recorded May \_\_\_\_, 2023, as (Instrument No. \_\_\_\_\_) and the Condominium Map recorded May \_\_\_\_\_, 2023, as (Instrument No. \_\_\_\_\_) in the office of the Recorder of Blaine County, Idaho.

Section 6.3 Conveyance Deemed to Describe an Undivided Interest in Common Elements. Every instrument of conveyance, Security Interest, or other instrument affecting the title to a Unit which legally describes the Unit substantially in the manner set forth above shall be construed to describe the Unit, together with the undivided interest in the Common Elements appurtenant to it, and together with all fixtures and improvements contained in it, and to incorporate all the rights incident to ownership of a Unit and all the limitations of ownership as described in the covenants, conditions, restrictions, easements, reservations, rights-of-way, and other provisions contained in this Declaration, including the easement of enjoyment to use the Common Elements.

Section 6.4 Separate Tax Assessments. Upon the filing for record of this Declaration and the Map in the Records, Declarant shall deliver a copy of this Declaration to the assessor of each county specified in the Records as provided by law. The lien for taxes assessed shall be confined to the Unit(s). No forfeiture or sale of any Unit for delinquent taxes, assessments, or other governmental charge shall divest or in any way affect the title to any other Unit.

## **ARTICLE 7. UNIT OWNERS' PROPERTY RIGHTS IN COMMON ELEMENTS**

Section 7.1 Common Elements. Every Unit Owner shall have a perpetual right and easement of access over, across, and upon the Common Elements for the purpose of access to and from the Unit from public ways for both pedestrian and vehicular travel, which right and easement shall be appurtenant to and pass with the transfer of title to such Unit; provided, however, that such right and easement shall be subject to the following:

- (a) the covenants, conditions, restrictions, easements, reservations, rights-of-way, and other provisions contained in this Declaration, and the Map;
- (b) the right of the Association from time to time to assign on an equitable basis portions of the Common Elements such as parking spaces or storage spaces for the exclusive use of the Unit Owner of a particular Unit by an appropriate instrument in writing;
- (c) the right of the Association to adopt, from time to time, any and all rules and regulations concerning vehicular traffic and travel upon, in, under, and across the Condominium Project; and
- (d) the right of the Association to adopt, from time to time, any and all rules and regulations concerning the Condominium Project as the Association may determine is necessary or prudent for the management, preservation, safety, control, and orderly operation of the Condominium Project for the benefit of all Unit Owners, and for facilitating the greatest and most convenient availability and use of the Units and Common Elements by Unit Owners.

Section 7.2 Limited Common Elements. Subject to the provisions of this Declaration, every Unit Owner shall have the right to use and enjoy the Limited Common Elements appurtenant to his Unit, and such Limited Common Elements shall be conveyed along with title to the Unit.

## **ARTICLE 8. MEMBERSHIP AND VOTING RIGHTS IN ASSOCIATIONS**

Section 8.1 Association Membership. The Association's Articles of Incorporation shall be filed no later than the date the first interest in a Unit in the Condominium Project is conveyed to a purchaser. Every Unit Owner shall be a member of the Association and shall remain a member for the period of the Unit Owner's ownership of a Unit. No Unit Owner, whether one or more persons or entity, shall have more than one membership per Unit owned, but all of the persons or entities owning a Unit shall be entitled to rights of membership and of use and enjoyment appurtenant to ownership of a Unit. Membership in the Association shall be appurtenant to, and may not be separated from, ownership of a Unit. If title to a Unit is held by more than one individual, by a firm, corporation, partnership, association or other legal entity or any combination thereof, such individuals, entity or entities shall appoint and authorize one person or alternate persons to represent the Unit Owners of the Unit. Such representative shall be a natural person who is a Unit Owner, or a designated board member or officer of a corporate Unit Owner, or a general partner of a partnership Unit Owner, or a comparable representative of any other entity, and such representative shall have the power to cast votes on behalf of the Unit Owners as a member of the Association, and serve on the Board of Directors if elected, subject to the provisions of and in accordance with the procedures more fully described in the Bylaws of the Association. Notwithstanding the foregoing, if only one of the multiple Unit Owners of a Unit is present at a meeting of the Association, such Unit Owner is entitled to cast the vote allocated to that Unit. If more than one of the multiple Unit Owners are present and there is no written designation of an authorized representative, the vote allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the Unit Owners, which majority agreement may be assumed for all purposes if any one of the multiple Unit Owners casts the vote allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other Unit Owners of the Unit.

Section 8.2 Voting Rights and Meetings. Each Unit in the Condominium Project shall have the votes allocated in Section 4.2; provided, however, no vote allocated to a Unit owned by the Association may be cast. Class voting by Commercial Unit Owner(s) or Residential Unit Owner(s), or combinations thereof, shall be allowed on issues specified in Section 8.10. A meeting of the Association shall be held at least once each year. Special meetings of the Association may be called by the President, by a majority of the Board of Directors, or by Unit Owners having fifty percent (50%), or any lower percentage specified in the Bylaws, of the votes in the Association. Not less than ten (10)

and no more than fifty (50) days in advance of any meeting, the Secretary or other officer specified in the Bylaws shall cause notice to be hand delivered or sent prepaid by United States Mail to the mailing address of each Unit Owner. The notice of any meeting must state the time and place of the meeting and the items on the agenda including the general nature of any proposed amendment to this Declaration or Bylaws, any budget changes, and any proposal to remove an officer or member of the Board of Directors. Unless the Bylaws provide for a lower percentage, a quorum is deemed present throughout any meeting of the Association if persons entitled to cast fifty percent (50%) of the votes which may be cast for election of the Board of Directors are present, in person or by proxy, at the beginning of the meeting.

Section 8.3 Meeting to Approve Annual Budget. At the annual meeting of the Association or at a special meeting of the Association called for such purpose, the Unit Owners shall be afforded the opportunity to ratify a budget of the projected revenues, expenditures (both ordinary and capital) and reserves for the Association's next fiscal year as proposed by the Board of Directors. A summary of the proposed budget approved by the Board of Directors shall be mailed to the Unit Owners within thirty (30) days after its adoption along with a notice of a meeting of the Association to be held not less than ten (10) nor more than fifty (50) days after mailing of the summary to the Unit Owners. Unless at the meeting a Majority of Owners, rather than a majority of those present and voting in person or by proxy, reject the proposed budget, the budget is ratified whether or not a quorum is present at the meeting. In the event the proposed budget is rejected, the budget last ratified by the Unit Owners continues until such time as the Unit Owners ratify a subsequent budget proposed by the Board of Directors as provided above.

Section 8.4 Unit Owners' and Association's Addresses for Notices. All Unit Owners of each Unit shall have one and the same registered mailing address to be used by the Association or other Unit Owners for notices, demands, and all other communications regarding Association matters. The Unit Owner or the representative of the Unit Owners of a Unit shall furnish such registered address to the secretary of the Association within ten days after transfer of title to the Unit to such Unit Owner or Unit Owners. Said address may be an electronic or email address, in which case the Unit Owner consents to notice by email at that address. Such registration shall be in written form and signed by all of the Unit Owners of the Unit or by such persons as are authorized to represent the interests of all Unit Owners of the Unit. If no address is registered or if all of the Unit Owners cannot agree, then the address of the Unit shall be deemed their registered address until another registered address is furnished as required under this Section 8.4. If the address of the Unit is the

registered address of the Unit Owner(s), then any notice shall be deemed duly given if delivered to any person occupying the Unit or, if the Unit is unoccupied, if the notice is held and available for the Unit Owners at the principal office of the Association. All notices and demands intended to be served upon the Board of Directors shall be sent to the Condominium Project or such other address as the Board of Directors may designate from time to time by notice to the Unit Owner(s).

Section 8.5 Transfer Information. All Persons who acquire Unit(s) other than from Declarant shall provide to the Association written notice of the Person's name, address, Unit owned, date of transfer, and name of the former Unit Owner within ten (10) days of the date of transfer. The Person shall also provide a true and correct copy of the recorded instrument conveying or transferring the Unit or such other evidence of the conveyance or transfer as is reasonably acceptable to the Association. In addition, the Association may request such other information as the Association determines is necessary or desirable in connection with obtaining and maintaining information regarding conveyances and transfers of Units. The Association or Managing Agent shall have the right to charge the Person a reasonable administrative fee for processing the transfer in the records of the Association.

Section 8.6 Declarant Control of the Association. There shall be a Period of Declarant Control of the Association, during which a Declarant, or persons designated by the Declarant, may appoint and remove the officers and members of the Board of Directors. The Period of Declarant Control shall commence upon filing of the Articles of Incorporation of the Association and shall terminate no later than the earlier of:

- (a) sixty (60) days after conveyance of the fourth (4<sup>th</sup>) Unit to Unit Owners other than a Declarant; or
- (b) two (2) years after Declarant's last conveyance of a Unit in the ordinary course of business.

Declarant may voluntarily surrender the right to appoint and remove officers and members of the Board of Directors before termination of that period, but in that event the Declarant may require, for the duration of the Period of Declarant Control, that specified actions of the Association or Board of Directors, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective.



Section 8.7 Required Election of Unit Owners. Not later than sixty (60) days after conveyance of three (3) of the Units to Unit Owners other than Declarant, at least one (1) member of the Board of Directors shall be elected by Unit Owners other than the Declarant. Not later than the termination of any Period of Declarant Control, the Unit Owners shall elect a Board of Directors of at least three (3) members, at least a majority of whom shall be Unit Owners other than the Declarant or designated representatives of Unit Owners other than Declarant. In order to assure representation of Owners of the Commercial Unit(s) and the Residential Unit(s) in the affairs of the Association and to protect the valid interests of the Commercial Unit(s) and Residential Unit(s) in the operation of the Condominium Project, the Owner(s) of the Commercial Unit(s), voting as a class, shall be entitled to elect one of the members of the Board of Directors, and the Owner(s) of the Residential Unit(s), voting as a Class, shall be entitled to elect one member of the Board of Directors. The Board of Directors shall elect the officers. The members of the Board of Directors and officers shall take office upon election.

Section 8.8 Removal of Members of the Board of Directors. Notwithstanding any provision of this Declaration or the Bylaws to the contrary, following notice and an opportunity to be heard as required by this Declaration and the Act, the Unit Owners, by sixty-seven percent (67%) vote of all persons present and entitled to vote at a meeting of the Unit Owners at which a quorum is present, may remove a member of the Board of Directors with or without cause, other than a member appointed by the Declarant.

Section 8.9 Requirements for Turnover of Declarant Control. Within sixty (60) days after the Unit Owners other than the Declarant elect a majority of the members of the Board of Directors, the Declarant shall deliver to the Association all property of the Unit Owners and of the Association held by or controlled by the Declarant, including without limitation the following items:

- (a) the original or a certified copy of the recorded Declaration as amended, the Association's articles of incorporation, Bylaws, minute books, other books and records, and any Rules and Regulations which may have been promulgated;
- (b) an accounting for Association funds and financial statements, from the date the Association received funds and ending on the date the Period of Declarant Control ends. The financial statements shall be audited by an independent certified public accountant and shall be accompanied by the accountant's letter, expressing either the opinion that the financial statements present fairly the financial position of the Association in

conformity with generally accepted accounting principles or a disclaimer of the accountant's ability to attest to the fairness of the presentation of the financial information in conformity with generally accepted accounting principles and the reasons therefor. The expense of the audit shall not be paid for or charged to the Association;

- (c) the Association funds or control thereof;
- (d) all of the Declarant's tangible personal property that has been represented by the Declarant to be the property of the Association or all of the Declarant's tangible personal property that is necessary for, and has been used exclusively in, the operation and enjoyment of the Common Elements, and inventories of these properties;
- (e) a copy, for the non-exclusive use of the Association, of any plans and specifications used in the construction or renovation of the Improvements;
- (f) all insurance policies then in force, in which the Unit Owners, the Association or its members of the Board of Directors and officers are named as insured persons;
- (g) copies of any certificates of occupancy that may have been issued with respect to the Improvements;
- (h) any other permits issued by governmental bodies applicable to the Condominium Project and which are currently in force or which were issued within one year prior to the date on which Unit Owners other than the Declarant took control of the Association;
- (i) written warranties of the contractor, subcontractors, suppliers, and manufacturers that are still effective;
- (j) a roster of Unit Owners and First Mortgagees and their addresses and telephone numbers, if known, as shown on the Declarant's records;
- (k) employment contracts in which the Association is a contracting party; and
- (l) any service contract in which the Association is a contracting party or in which the Association or the Unit Owners have any obligation to pay a fee to the persons performing the services.

Section 8.10 Issues for Class Voting. Any issue relating solely to the Commercial Units or Residential Units shall be decided by the Owner(s) of the particular Unit(s) voting as a Class on the issue. The decision on whether an issue relates solely to only one type of Unit shall be determined in the sole discretion of the Board of Directors. Any issue relating to a Limited Common Element appurtenant to more than one type of Unit, but not appurtenant to all types of Units shall be decided by the Owner(s) of the Units to which the Limited Common Elements are appurtenant, voting as a Class. The decision on whether an issue relates solely to Limited Common Elements appurtenant to less than all types of Units shall be decided in the sole discretion of the Board of Directors.

## **ARTICLE 9. ASSOCIATION POWERS AND DUTIES**

Section 9.1 Association Management Duties. Subject to the rights and obligations of Declarant and other Unit Owners as set forth in this Declaration, the Association shall be responsible for the administration and operation of the Condominium Project and for the exclusive management, control, maintenance, repair, replacement, and improvement of the Common Elements and the Limited Common Elements, and shall keep the same in good, clean, attractive, and sanitary condition, order, and repair. The expenses, costs, and fees of such management, operation, maintenance, and repair by the Association shall be part of the Assessments, and prior approval of the Unit Owners shall not be required in order for the Association to pay any such expenses, costs, and fees. The Association shall establish and maintain, out of the installments of the annual Assessments, an adequate reserve account for maintenance, repair, or replacement of those Common Elements that must be replaced on a periodic basis. The Association shall adopt and amend budgets for revenues, expenditures, and reserves which will be the basis for collection of Assessments for Common Expenses from Unit Owners. The Association shall keep financial records sufficiently detailed to enable the Association to comply with the requirement that it provide statements of status of Assessments. All financial and other records of the Association shall be made reasonably available for examination by any Unit Owner and such Unit Owner's authorized agents.

Section 9.2 Association Powers. The Association shall have, subject to the limitations contained in this Declaration and the Act, the powers necessary for the administration of the affairs of the Association and the upkeep of the Condominium Project which shall include, but not be limited to, the power to:

- (a) adopt and amend Bylaws and Rules and Regulations;

- (b) adopt and amend budgets for revenues, expenditures and reserves;
- (c) collect assessments for Common Expenses from Owners;
- (d) hire and discharge managing agents;
- (e) hire and discharge employees and agents, other than managing agents, and independent contractors;
- (f) institute, defend or intervene in litigation or administrative proceedings or seek injunctive relief for violation of the Declaration, Bylaws or Rules and Regulations in the Association's name on behalf of the Association or two or more Unit Owners on matters affecting the Condominium Project;
- (g) make contracts and incur liabilities;
- (h) regulate the use, maintenance, repair, replacement and modification of the Common Elements;
- (i) cause additional improvements to be made as part of the Common Elements;
- (j) acquire, hold, encumber, and convey in the Association's name any right, title or interest to real property or personal property, but Common Elements may be conveyed or subjected to a Security Interest only pursuant to the requirements of the Act;
- (k) grant easements, including permanent easements, leases, licenses and concessions, through or over the Common Elements;
- (l) impose and receive a payment, fee, or charge for the use, rental or operation of the Common Elements, other than Limited Common Elements, and for services provided to Unit Owners;
- (m) impose a reasonable charge for late payment of Assessments, recover Costs of Enforcement for collection of Assessment and other actions to enforce the powers of the Association, regardless of whether or not suit was initiated and, after notice and hearing, levy reasonable fines for violations of this Declaration, Bylaws and Rules and Regulations of the Association;

- (n) impose a reasonable charge for the preparation and recordation of amendments to this Declaration or for preparation of statements of unpaid Assessments;
- (o) provide for the indemnification of the Association's officers and Board of Directors and maintain Board of Directors' and officers' liability insurance;
- (p) assign the Association's right to future income, including the right to receive Assessments;
- (q) by resolution, establish committees of the Board of Directors and/or Unit Owners, permanent and standing, to perform any of the above functions under specifically delegated administrative standards, as designated in the resolution establishing the committee;
- (r) exercise any other powers conferred by this Declaration or the Bylaws;
- (s) exercise any other power that may be exercised in Idaho by legal entities of the same type as the Association; and
- (t) exercise any other power necessary and proper for the governance and operation of the Association.

Section 9.3 Actions by Board of Directors. Except as specifically otherwise provided in this Declaration, the Bylaws or the Act, the Board of Directors may act in all instances on behalf of the Association.

Section 9.4 Board of Directors Meetings. All meetings of the Board of Directors, at which action is to be taken by vote, will be open to the Unit Owners and agendas for meetings of the Board of Directors shall be made reasonably available for examination by all members of the Association or their representatives, except that meetings of the Board of Directors may be held in executive session(s), without giving notice and without the requirement that they be open to Unit Owners, in the following situations:

- (a) matters pertaining to employees of the Association or involving the employment, promotion, discipline or dismissal of an officer, agent, or employee of the Association;

- (b) consultation with legal counsel concerning disputes that are the subject of pending or imminent court proceedings or matters that are privileged or confidential between attorney and client;
- (c) investigative proceedings concerning possible or actual criminal misconduct;
- (d) matters subject to specific constitutional, statutory, or judicially imposed requirements protecting particular proceedings or matters from public disclosure;
- (e) any matter the disclosure of which would constitute an unwarranted invasion of individual privacy.

Section 9.5 Right to Notice and Hearing. Whenever the Condominium Documents require that an action be taken after “notice and hearing,” the following procedure shall be observed: The party proposing to take the action (e.g., the Board of Directors, a committee, an officer, the Managing Agent, etc.) shall give notice of the proposed action to all Unit Owners whose interests the proposing party reasonably determines would be significantly affected by the proposed action. The notice shall be delivered personally or mailed not less than three (3) days before the proposed action is to be taken. The notice shall include a general statement of the proposed action and the date, time and place of the hearing. At the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally and/or in writing, subject to reasonable rules of procedure established by the party conducting the hearing to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the decision makers. The affected person shall be notified of the decision in the same manner in which notice of the hearing was given. Any Unit Owner having a right to notice and hearing shall have the right to appeal to the Board of Directors from a decision of a proposing party other than the Board of Directors by filing a written notice of appeal with the Board of Directors within ten (10) days after being notified of the decision. The Board of Directors shall conduct a hearing within forty-five (45) days, giving the same notice and observing the same procedures as were required for the original hearing.

Section 9.6 Payments to Working Capital Account. In order to provide the Association with adequate working capital funds, the Association may collect from purchasers at the time of the initial sale of each Unit by Declarant an amount equal to three months’ worth of annual Assessments based on the

Association's budget in effect at the time of the sale. Such payments to this fund shall not be considered advance payments of annual Assessments.

## **ARTICLE 10. ASSESSMENTS**

Section 10.1 Commencement of Annual Assessments. Until the Association makes an Assessment for Common Expenses, the Declarant shall pay all Common Expenses. After any Assessment has been made by the Association, Assessments shall be made no less frequently than annually and shall be based on a budget adopted no less frequently than annually by the Association.

Section 10.2 Annual Assessments. The Association shall levy annual Assessments to pay for the Common Expense Liability allocated to each Unit pursuant to this Declaration. The total annual Assessments shall be based upon a budget of the Association's cash requirements for upkeep of the Condominium Project including maintenance, repair and replacement of the Common Elements as required by the Act and the Condominium Documents. Any surplus funds of the Association remaining after payment of or provision for Common Expenses and any prepayment of or provision for reserves shall be credited to the Unit Owners in proportion to their Common Expense Liability or credited to them to reduce their future Assessments for Common Expenses.

Section 10.3 Apportionment of Annual Assessments. The total annual Assessment for any fiscal year of the Association shall be assessed to the Units in proportion to their Percentage of Common Expenses Liability set forth on Exhibit B, subject to: (a) Common Expenses which are separately metered or assessed to the Units by third parties; (b) Common Expenses associated with the maintenance, repair or replacement of Limited Common Elements which shall be assigned equally or on such other equitable basis as the Board of Directors shall determine to the Units to which the specific Limited Common Elements are appurtenant; (c) Common Expenses or portions thereof benefiting fewer than all of the Units which shall be assessed exclusively against the Units benefited; (d) any increased cost of insurance based upon risk which shall be assessed to Units in proportion to the risk; (e) any Common Expense caused by the misconduct of any Unit Owner(s), which may be assessed exclusively or on such other equitable basis as the Board of Directors shall determine against such Unit Owner(s); and (f) any expenses which are charged equally to the Units. All such allocations of Common Expenses Liability to the Commercial Units and Residential Units on a basis other than the Units' Percentage of Common Expenses Liability shall be made by the Board of Directors. In making the allocations, the Board of Directors shall use as a guide the assignment of various

Common Expenses to the following categories: utilities (unless separately metered or disproportionately benefiting fewer than all Units), insurance, exterior building maintenance and repairs, and reserves.

Section 10.4 Special Assessments. In addition to the annual Assessments authorized above, the Board of Directors may at any time and from time to time determine, levy, and assess in any fiscal year a special Assessment applicable to that particular fiscal year (and for any such longer period as the Board of Directors may determine) for the purpose of defraying, in whole or in part, the unbudgeted costs, fees, and expenses of any construction, reconstruction, repair, demolishing, replacement, renovation or maintenance of the Condominium Project, specifically including any fixtures and personal property related to it. Any amounts determined, levied, and assessed pursuant to this Declaration shall be assessed to the Units pursuant to the provisions in Section 10.3 entitled "Apportionment of Annual Assessments" set forth above.

Section 10.5 Due Dates for Assessment Payments. Unless otherwise determined by the Board of Directors, the Assessments which are to be paid in installments shall be paid quarterly in advance and shall be due and payable to the Association at its office or as the Board of Directors may otherwise direct in any Management Agreement, without notice (except for the initial notice of any special Assessment), on the first day of each quarter. If any such installment shall not be paid within thirty (30) days after it shall have become due and payable, then the Board of Directors may assess a late charge, default interest charge (not to exceed the rate from time to time allowed by law), fee, or such other charge as the Board of Directors may fix by rule from time to time to cover the extra expenses involved in handling such delinquent Assessment installment. A Unit Owner's Assessment shall be prorated if the ownership of a Unit commences or terminates on a day other than the first day or last day, respectively, of a month or other applicable payment period. However, if the Common Expenses Liability is re-allocated, any installment(s) of an assessment not yet due shall be recalculated in accordance with the re-allocated Common Expenses Liability.

Section 10.6 Default Assessments. All Costs of Enforcement assessed against a Unit Owner pursuant to the Condominium Documents, or any expense of the Association which is the obligation of a Unit Owner pursuant to the Condominium Documents shall become a default Assessment assessed against the Unit Owner's Unit. Notice of the amount and demand for payment of such default Assessment shall be sent to the Unit Owner prior to enforcing any remedies for non-payment hereunder.



Section 10.7 Covenant of Personal Obligation for Assessments. Declarant, by creating the Units pursuant to this Declaration, and all other Unit Owners, by acceptance of the deed or other instrument of transfer of his Unit (whether or not it shall be so expressed in such deed or other instrument of transfer), are deemed to personally covenant and agree, jointly and severally, with all other Unit Owners and with the Association, and hereby do so covenant and agree to pay to the Association the (a) annual Assessments, (b) special Assessments, and (c) default Assessments applicable to the Unit Owner's Unit. No Unit Owner may waive or otherwise escape personal liability for the payment of the Assessments provided for in this Declaration by not using the Common Elements or the facilities contained in the Common Elements or by abandoning or leasing his Unit.

Section 10.8 Lien for Assessments; Assignment of Rents. The annual, special, and default Assessments (including installments of the Assessments) arising under the provisions of the Condominium Documents shall be burdens running with, and a perpetual lien in favor of the Association upon the specific Unit to which such Assessments apply. To further evidence such lien upon a specific Unit, the Association shall prepare a written lien notice setting forth the description of the Unit, the amount of Assessments on the Unit unpaid as of the date of such lien notice, the rate of default interest as set by the Rules and Regulations, the name of the Unit Owner or Unit Owners of the Unit, and any and all other information that the Association may deem proper. The lien notice shall be signed by a member of the Board of Directors, an officer of the Association, or the Managing Agent and shall be recorded in the Records. Any such lien notice shall not constitute a condition precedent or delay the attachment of the lien, but such lien is a perpetual lien upon the Unit and attaches without notice at the beginning of the first day of any period for which any Assessment is levied. Upon any default in the payment of annual, special, or default Assessments, the Association shall also have the right to appoint a receiver to collect all rents, profits, or other income from the Unit payable to the Unit Owner and to apply all such rents, profits, and income to the payment of delinquent Assessments. Each Unit Owner, by ownership of a Unit, agrees to the assignment of such rents, profits and income to the Association effective immediately upon any default in the payment of annual, special, or default Assessments.

Section 10.9 Remedies for Nonpayment of Assessments. If any annual, special, or default Assessment (or any installment of the Assessment) is not fully paid within thirty (30) days after the same becomes due and payable, then as often as the same may happen, (a) interest shall accrue at the default rate set by the Rules and Regulations on any amount of the Assessment in default, accruing from the due date until date of payment, (b) the Association may declare due and

payable all unpaid installments of the annual Assessment or any special Assessment otherwise due during the fiscal year during which such default occurred, (c) the Association may thereafter bring an action at law or in equity, or both, against any Unit Owner personally obligated to pay the same, (d) the Association may proceed to foreclose its lien against the particular Unit pursuant to the power of sale granted to the Association by this Declaration or in the manner and form provided by Idaho law for foreclosure of real estate mortgages and (e) the Association may suspend the Owner's right to vote in Association matters until the Assessment is paid. An action at law or in equity by the Association (or counterclaims or cross-claims for such relief in any action) against a Unit Owner to recover a money judgment for unpaid Assessments (or any installment thereof) may be commenced and pursued by the Association without foreclosing or in any way waiving the Association's lien for the Assessments. Foreclosure or attempted foreclosure by the Association of its lien shall not be deemed to stop or otherwise preclude the Association from again foreclosing or attempting to foreclose its lien for any subsequent Assessments (or installments thereof) which are not fully paid when due or for any subsequent default Assessments. The Association shall have the power and right to bid in or purchase any Unit at foreclosure or other legal sale and to acquire and hold, lease, mortgage, and to convey, or otherwise deal with the Unit acquired in such proceedings.

Section 10.10 Purchaser's Liability for Assessments.

Notwithstanding the personal obligation of each Unit Owner to pay all Assessments on the Unit, and notwithstanding the Association's perpetual lien upon a Unit for such Assessments, all purchasers shall be jointly and severally liable with the prior Unit Owner(s) for any and all unpaid Assessments against such Unit, without prejudice to any such purchaser's right to recover from any prior Unit Owner any amounts paid thereon by such purchaser. A purchaser's obligation to pay Assessments shall commence upon the date the purchaser becomes the Unit Owner of a Unit. For Assessment purposes, the date a purchaser becomes the Unit Owner shall be determined as follows: (a) in the event of a conveyance or transfer by foreclosure, the date a purchaser becomes the Unit Owner shall be deemed to be upon the expiration of all applicable redemption periods; (b) in the event of a conveyance or transfer by deed in lieu of foreclosure a purchaser shall be deemed to become the Unit Owner of a Unit upon the execution and delivery of the deed or other instruments conveying or transferring title to the Unit, irrespective of the date the deed is recorded; and (c) in the event of conveyance or transfer by deed, a purchaser shall be deemed to become the Unit Owner upon the execution and delivery of the deed or other instruments conveying or transferring title of the Unit, irrespective of the date the deed is recorded. However, such purchaser shall be entitled to rely upon the

existence and status of unpaid Assessments as shown upon any certificate issued by or on behalf of the Association to such named purchaser pursuant to the provisions of this Declaration.

Section 10.11 Waiver of Homestead Exemption; Subordination of Association's Lien for Assessments. By acceptance of the deed or other instrument of transfer of a Unit, each Unit Owner irrevocably waives the homestead exemption provided by Idaho Code § 55-1001, as amended. The Association's perpetual lien on a Unit for Assessments shall be superior to all other liens and encumbrances except the following:

(a) real property ad valorem taxes and special assessment liens duly imposed by an Idaho governmental or political subdivision or special taxing district, or any other liens made superior by statute;

(b) liens recorded prior to this Declaration unless otherwise agreed by the parties thereto; and

(c) the lien of any First Mortgagee except to the extent Idaho law grants priority for Assessments to the Association.

Any First Mortgagee who acquires title to a Unit by virtue of foreclosing a First Mortgage or by virtue of a deed or assignment in lieu of such a foreclosure, or any purchaser at a foreclosure sale of the First Mortgage, will take the Unit free of any claims for unpaid Assessments and Costs of Enforcement against the Unit which accrue prior to the time such First Mortgagee acquires title to the Unit except to the extent the amount of the extinguished lien may be reallocated and assessed to all Units as a Common Expense and except to the extent the Act grants lien priority for Assessments to the Association. All other persons not holding liens described in this Section and obtaining a lien or encumbrance on any Unit after the recording of this Declaration shall be deemed to consent that any such lien or encumbrance shall be subordinate and inferior to the Association's lien for Assessments and Costs of Enforcement as provided in this Article, whether or not such consent is specifically set forth in the instrument creating any such lien or encumbrance.

Sale or other transfer of any Unit, (a) except as provided above with respect to First Mortgagees, (b) except in the case of foreclosure of any lien enumerated in this Section, and (c) except as provided in the next Section, shall not affect the Association's lien on such Unit for Assessments due and owing prior to the time such purchaser acquired title and shall not affect the personal liability of each Unit Owner who shall have been responsible for the payment

thereof. Further, no such sale or transfer shall relieve the purchaser of a Unit from liability for, or the Unit from the lien of, any Assessments made after the sale or transfer.

Section 10.12 Statement of Status of Assessments. On or before fourteen (14) calendar days after receipt of written notice to the Managing Agent or, in the absence of a Managing Agent, to the Board of Directors and payment of a reasonable fee set from time to time by the Board of Directors, any Unit Owner, holder of a Security Interest, prospective purchaser of a Unit or their designees shall be furnished a statement of the Unit Owner's account setting forth:

(a) the amount of any unpaid Assessments then existing against a particular Unit;

(b) the amount of the current installments of the annual Assessment and the date that the next installment is due and payable;

(c) the date(s) for payment of any installments of any special Assessments outstanding against the Unit; and

(d) any other information, deemed proper by the Association, including the amount of any delinquent Assessments created or imposed under the terms of this Declaration.

Upon the issuance of such a certificate signed by a member of the Board of Directors, by an officer of the Association, or by a Managing Agent, the information contained therein shall be conclusive upon the Association as to the person or persons to whom such certificate is addressed and who rely on the certificate in good faith.

Section 10.13 Liens. Except for Assessment liens as provided in this Declaration, mechanics' liens (except as prohibited by this Declaration), tax liens, judgment liens and other liens validly arising by operation of law and liens arising under Security Interests, there shall be no other liens obtainable against the Common Elements or against the interest of any Unit Owner in the Common Elements except a Security Interest in the Common Elements granted by the Association pursuant to the requirements of the Act.

## **ARTICLE 11. MAINTENANCE RESPONSIBILITY**

Section 11.1 Unit Owner's Rights and Duties with Respect to Interiors. Except as may be provided in the purchase and sale agreement or other

conveyancing documents executed by Declarant in connection with sales to initial purchasers of the Units, each Unit Owner of a Unit shall have the exclusive right and duty to paint, tile, paper, or otherwise decorate or redecorate and to maintain and repair the interior surfaces of the walls, floors, ceilings, windows and doors forming the boundaries of such Unit Owner's Unit and all walls, floors, ceilings, and doors within such boundaries. Notwithstanding the foregoing, no Unit Owner shall be permitted to install any hardwood floor or other hard surface improvements in his Unit that might affect adjoining Units by increasing noise or vibrations, without the prior written approval of the Association, which approval may be denied, or conditioned, in the Association's sole discretion.

Section 11.2 Responsibility of the Unit Owner. The Unit Owner of any Unit shall, at the Unit Owner's expense, maintain and keep in repair all fixtures, equipment, and utilities installed and included in a Unit commencing at a point where the fixtures, equipment, and utilities enter the Unit. A Unit Owner shall not allow any action or work that will impair the structural soundness of the improvements, impair the proper functioning of the utilities, heating, ventilation, or plumbing systems or integrity of the Improvement(s), or impair any easement or hereditament. Subject to the Association's overall responsibility for maintenance of the Limited Common Elements, each Unit Owner shall be responsible for routine maintenance and care of the walls, floors, ceilings, windows and doors of any balcony or of any other Limited Common Elements appurtenant to the Unit Owner's Unit, and for keeping the same in a good, clean, sanitary, and attractive condition. Notwithstanding the foregoing, Unit Owners shall not be responsible for damage to exterior doors and windows, except if as a result of a negligent or willful act of said Owner. The Association shall not be responsible for repairs occasioned by casualty due to the act or negligence of the Unit Owner or Occupant of the Unit except as provided in Article 16.

Section 11.3 Unit Owner's Negligence. In the event that the need for maintenance, repair, or replacement of all or any portion of the Common Elements is caused through or by the negligent or willful act or omission of a Unit Owner or Occupant, then the expenses incurred by the Association for such maintenance, repair, or replacement shall be a personal obligation of such Unit Owner; and, if the Unit Owner fails to repay the expenses incurred by the Association within seven days after notice to the Unit Owner of the amount owed, then the failure to so repay shall be a default by the Unit Owner, and such expenses shall automatically become a default Assessment determined and levied against such Unit, enforceable by the Association in accordance with this Declaration.

Section 11.4 Responsibility of the Association. The Association, without the requirement of approval of the Unit Owners, shall maintain and keep in good repair, replace, and improve, as a Common Expense, all of the Condominium Project not required in this Declaration to be maintained and kept in good repair by a Unit Owner or by Declarant.

## **ARTICLE 12. MECHANICS' LIENS**

Section 12.1 Mechanics' Liens. Subsequent to recording of this Declaration and the filing of the Map in the Records, no labor performed or materials furnished for use and incorporated in any Unit with the consent of or at the request of the Unit Owner or the Unit Owner's agent, contractor or subcontractor, shall be the basis for the filing of a lien against a Unit of any other Unit Owner not expressly consenting to or requesting the same, or against any interest in the Common Elements except as to the undivided interest therein appurtenant to the Unit of the Unit Owner for whom such labor shall have been performed or such materials shall have been furnished. Each Unit Owner shall indemnify and hold harmless each of the other Unit Owners and the Association from and against any liability or loss arising from the claim of any mechanics' lien or for labor performed or for materials furnished in work on such Unit Owner's Unit, against the Unit of another Unit Owner or against the Common Elements, or any part thereof.

Section 12.2 Enforcement by the Association. At its own initiative or upon the written request of any Unit Owner (if the Association determines that further action by the Association is proper), the Association shall enforce the indemnity provided by the provisions of this Article 12 by collecting from the Unit Owner of the Unit on which the labor was performed or materials furnished the amount necessary to discharge by bond or otherwise any such mechanics' lien, to pay all costs and reasonable attorneys' fees incidental to the lien, and to obtain a release of such lien. If the Unit Owner of the Unit on which the labor was performed or materials furnished refuses or fails to indemnify within five (5) days after the Association shall have given notice to such Unit Owner of the total amount of the claim, then the failure to so indemnify shall be a default by such Unit Owner under the provisions of this Section 12.2, and such amount to be indemnified shall automatically become a default Assessment determined and levied against such Unit, and enforceable by the Association pursuant to this Declaration.

## ARTICLE 13. USE RESTRICTIONS

Section 13.1 Use of Units. Except for uses reserved to Declarant in Article 15 entitled "Special Declarant Rights and Additional Reserved Rights", and except for Commercial Units, all Units shall be used for residential purposes and other commercial activities permitted by applicable zoning codes which do not cause unreasonable disturbance to other Unit Owners. Subject to Section 13.6, below, Unit Owners may rent or lease such Units to others for such purposes.

Section 13.2 Use of Common Elements. There shall be no obstruction of the Common Elements, nor shall anything be kept or stored on any part of the Common Elements by any Unit Owner without the prior written approval of the Association. Nothing shall be altered on, constructed in, or removed from the Common Elements by any Unit Owner without the prior written approval of the Association.

Section 13.3 Prohibition of Increases in Insurable Risks and Certain Activities. Nothing shall be done or kept in any Unit or in or on the Common Elements, or any part thereof, which would result in the cancellation of the insurance on all or any part of the Condominium Project or in an increase in the rate of the insurance on all or any part of the Condominium Project over what the Association, but for such activity, would pay, without the prior written approval of the Association. Nothing shall be done or kept in any Unit or in or on the Common Elements which would be in violation of any statute, rule, ordinance, regulation, permit, or other imposed requirement of any governmental body having jurisdiction over the Condominium Project. No damage to or waste of the Common Elements shall be committed by any Unit Owner or Occupant, and each Unit Owner shall indemnify and hold the Association and the other Unit Owners harmless against all loss resulting from any such damage or waste caused by him or an Occupant of his Unit. Failure to so indemnify shall be a default by such Unit Owner under this Section. At its own initiative or upon the written request of any Unit Owner (and if the Association determines that further action by the Association is proper), the Association shall enforce the foregoing indemnity as a default Assessment levied against such Unit.

Section 13.4 Structural Alterations and Exterior Appearance. No structural alterations to any Unit, including the construction of any additional skylight, window, door or other alteration visible from the exterior of the Unit or to any Common Element shall be made or caused to be made by any Unit Owner without the prior written approval of the Declarant during the Period of Declarant

Control and, thereafter, the Association. No window coverings or other improvements, alterations or decorations visible from outside a Unit shall be added by a Unit Owner without the prior written approval of the Declarant during the Period of Declarant Control and, thereafter, the Association, which may adopt written guidelines to address the same. No alteration or relocation of boundaries between adjoining Units shall be made by the Unit Owners without the prior written approval of the Declarant during the Period of Declarant Control and, thereafter, by the Association. The Association shall promulgate Rules and Regulations establishing procedures for the approvals required by this Section 13.4. Such Rules and Regulations shall include, but shall not be limited to, requirements that the applicant submit (a) plans and specifications showing the nature, kind, shape, height, color, materials, and location of the proposed alterations in sufficient detail for the Association and Declarant to review them; and (b) processing and/or review fees, which may include any professional fees the Association or Declarant might incur in retaining architects or engineers to review the plans and specifications. The Rules and Regulations shall specifically consider the impact of the alteration on the harmony of external design and location in relation to surrounding structures and topography.

Section 13.5 Use Restrictions. No animal pens, sheds, fences or other outbuildings or structures of any kind shall be erected by any Unit Owner. No activity shall be allowed which interferes unduly with the peaceful possession and proper use of the Condominium Project by the Unit Owners, nor shall any fire hazard or unsightly accumulation of refuse be allowed. No animals, birds, insects, or livestock of any kind shall be raised, bred, or kept on or in the Condominium Project. Notwithstanding the foregoing, residents of Units may have up to two (2) domestic dogs and/or cats so long as they do not interfere with the quiet enjoyment of occupants of other Units, or other properly licensed and certified service animals for disabled persons. No lights shall be emitted which are unreasonably bright or cause unreasonable glare; no sound shall be emitted which is unreasonably loud or annoying; and no odor shall be emitted which is noxious or offensive to others.

Section 13.6 Limits on Timesharing / Short-Term Rentals.

- (a) No Unit Owner shall offer or sell any interest in such Unit under a “timesharing” or “interval ownership” plan, or any similar plan without the specific prior written approval of the Declarant during the Period of Declarant Control, and thereafter the Association.
- (b) No Unit Owner shall rent his Unit for any period less than fourteen (14) consecutive days (“Short Term Rental”) nor shall any Unit be rented more



than four (4) separate times in any twelve (12) month period. Any lease of ninety (90) days or more shall not be considered a Short Term Rental. By purchasing a Unit, each Unit Owner expressly agrees to the limitations contained herein.

Section 13.7 Restriction on Signs. No signs, billboards, posterboards, or advertising structure of any kind shall be displayed, erected, or maintained for any purpose whatsoever except such signs as have been approved by the Declarant during the Period of Declarant Control and, thereafter, the Association. Any signs which are permitted under the foregoing restrictions shall be erected or maintained on the Condominium Project only with the prior written approval of the Declarant during the Period of Declarant Control, and thereafter the Association, which approval shall be given only if such signs are of attractive design and as small a size as reasonably possible and shall be placed or located as directed or approved by the Association. External signage must also comply with applicable restrictions of the City of Hailey.

Section 13.8 Commercial Operations. Each Owner of a Commercial Unit must comply with the Rules and Regulations for commercial establishments as adopted from time to time by the Association; provided, however, that the Association shall not adopt Rules and Regulations that substantially impede or effectively prohibit commercial and retail operations. No cooking of food shall be allowed in any Commercial Unit and the time for open commercial activity must conform to Ketchum City code, and in no event shall any Commercial Unit remain open for operations later than 10:00pm.

Section 13.9 Restrictions on Use of Parking and Storage Areas. No parking shall be permitted at any location on the Property unless specifically designated for parking by the Association. No storage is permitted outside of Units except in specifically designated storage areas. No Owner may use any parking or storage space assigned to another. No Owner may use any parking space for storage or use any parking or storage space in any manner that obstructs or interferes with any other Owner's parking or storage rights or that constitutes a safety hazard. Without limiting the generality of the powers of the Association with respect to parking or storage, the Association is specifically authorized, but not obligated, to remove any vehicle parked in any area not designated for parking, or any vehicle parked in any space that is assigned to another person or reserved for a specific use, or any vehicle parked in an obstructing or hazardous manner, or any improperly stored or hazardous materials, in all cases at the expense of the Owner or Occupant that owns such vehicle or materials. Expenses incurred by the Association in connection with such removal (and storage, if necessary) shall be a personal obligation of such

Owner and, if the Owner fails to pay such amount within seven (7) days after notice to the Owner of the amount owed, then the failure to pay shall be a default by the Owner and such expenses shall automatically become a default Assessment determined and levied against such Unit enforceable by the Association as provided in this Declaration.

## ARTICLE 14. EASEMENTS

Section 14.1 Easement of Enjoyment. Every Unit Owner shall have a non-exclusive easement for the use and enjoyment of the Common Elements, which shall be appurtenant to and shall pass with the title to every Unit, subject to the easements set forth in this Article 14 and the easements and restrictions set forth in Article 7 entitled "Unit Owners' Property Rights in Common Elements".

Section 14.2 Delegation of Use. Any Unit Owner may delegate, in accordance with the Condominium Documents, the Unit Owner's right of enjoyment in the Common Elements to an Occupant of the Unit Owner's Unit.

Section 14.3 Recorded Easements. The Property shall be subject to any easements shown on any recorded plat affecting the Property, shown on the recorded Map or reserved or granted under this Declaration.

Section 14.4 Easements for Encroachments. The Condominium Project, and all portions of it, are subject to easements hereby created for encroachments between Units and the Common Elements as follows:

(a) in favor of all Unit Owners, so that they shall have no legal liability when any part of the Common Elements encroaches upon a Unit;

(b) in favor of each Unit Owner, so that the Unit Owner shall have no legal liability when any part of his Unit encroaches upon the Common Elements or upon another Unit; and

(c) in favor of all Unit Owners, the Association, and the Unit Owner of any encroaching Unit for the maintenance and repair of such encroachments.

Encroachments referred to in this Section 14.4 include, but are not limited to, encroachments caused by error or variance from the original plans in the construction of the Improvements or any Unit constructed on the Property, by error in the Map, by settling, rising, or shifting of the earth, or by changes in position caused by repair or reconstruction of any part of the Condominium Project. Such encroachments shall not be considered to be encumbrances upon

any part of the Condominium Project; provided, however, that encroachments created by the intentional act of a Unit Owner shall not be deemed to create an easement on the Property and shall be considered an encroachment upon the Condominium Project. Such encroachment shall be removed at Unit Owner's expense immediately upon notice from the Association. In the event such encroachment is not timely removed, the Association may effect removal of the encroachment and the expense thereof shall be a default Assessment to the Unit Owner.

Section 14.5 Utility Easements. There is hereby created a general easement upon, across, over, in, and under all of the Property for ingress and egress and for installation, replacement, repair, and maintenance of all utilities, including but not limited to water, sewer, gas, telephone, electricity, and a cable communication system. By virtue of this easement, it shall be expressly permissible and proper for the companies providing such utilities to erect and maintain the necessary equipment on the Property and to affix and maintain electrical, communications, and telephone wires, circuits, and conduits under the Property. Any utility company using this general easement shall use its best efforts to install and maintain the utilities provided without disturbing the uses of other utilities, the Unit Owners, the Association, and Declarant; shall complete its installation and maintenance activities as promptly as reasonably possible; and shall restore the surface to its original condition as soon as possible after completion of its work. Should any utility company furnishing a service covered by this general easement request a specific easement by separate recordable document, Declarant during the Period of Declarant Control and, thereafter, the Association, shall have the right and authority to grant such easement upon, across, over, or under any part or all of the Property without conflicting with the terms hereof. The easements provided for in this Section 14.5 shall in no way affect, avoid, extinguish, or modify any other recorded easement on the Property.

Section 14.6 Emergency Access Easement. A general easement is hereby granted to all police, sheriff, fire protection, ambulance, and all other similar emergency agencies or persons to enter upon all streets and upon the Property in the proper performance of their duties.

Section 14.7 Maintenance Easement. An easement is hereby granted to the Association and any Managing Agent and their respective officers, agents, employees and assigns upon, across, over, in, and under the Common Elements and a right to make such use of the Common Elements as may be necessary or appropriate to perform the duties and functions which they are obligated or permitted to perform pursuant to this Declaration.

Section 14.8 Easements of Access for Repair, Maintenance, and Emergencies. Some of the Common Elements are or may be located within the Units or may be conveniently accessible only through the Units. The Unit Owners and the Association shall have the irrevocable right, to be exercised by the Association as the Unit Owners' agent, to have access to each Unit and to all Common Elements from time to time during such reasonable hours as may be necessary for the maintenance, repair, removal, or replacement of any of the Common Elements therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the Common Elements or to any Unit. Unless caused by the negligent or willful act or omission of a Unit Owner or Occupant, damage to the interior of any part of a Unit resulting from the maintenance, repair, emergency repair, removal, or replacement of any of the Common Elements or as a result of emergency repair within another Unit at the instance of the Association or of the Unit Owners shall be a Common Expense.

Section 14.9 Easements Deemed Created. All conveyances of Units hereafter made, whether by Declarant or otherwise, shall be construed to grant and reserve the easements contained in this Article 14, even though no specific reference to such easements or to this Article 14 appears in the instrument for such conveyance.

#### **ARTICLE 15. SPECIAL DECLARANT RIGHTS AND ADDITIONAL RESERVED RIGHTS**

Section 15.1 Special Declarant Rights. Declarant hereby reserves the right, from time to time, to perform the acts and exercise the rights hereinafter specified (the "Special Declarant Rights"). Declarant's Special Declarant Rights include the following:

(a) Completion of Improvements. The right to complete improvements indicated on Plats and Maps filed with this Declaration.

(b) Construction Easements. The right to use easements through the Common Elements for the purpose of making improvements within the Condominium Project.

(c) Amendment of Declaration and/or Plat. The right to Amend this Declaration and or to amend the Plat in connection with the exercise of its development rights.

(d) Signs. The right to maintain signs on the Common Elements advertising the Condominium Project.

(e) Post-Sales. The right to use the Common Elements to maintain customer relations and provide post-sale services to Unit Owners.

(f) Parking/Storage. The right to use and to allow others to use all parking and storage areas in connection with its marketing efforts.

Section 15.2 Additional Reserved Rights. In addition to the Special Declarant Rights set forth in Section 15.1 above, Declarant also reserves the following additional rights (the “Additional Reserved Rights”):

(a) Dedications. The right to establish, from time to time, by dedication or otherwise, utility and other easements for purposes including but not limited to streets, paths, walkways, ski-ways, drainage, recreation areas, parking areas, driveways, ducts, shafts, flues, conduit installation areas, and to create other reservations, exceptions and exclusions for the benefit of and to serve the Unit Owners within the Condominium Project.

(b) Use Agreements. The right to enter into, establish, execute, amend, and otherwise deal with contracts and agreements for the use, lease, repair, maintenance or regulation of parking and/or common facilities for the benefit of the Unit Owners and/or the Association.

(c) Easement Rights. The rights to an easement through the Common Elements as may be reasonably necessary for the purpose of discharging Declarant’s obligations arising under this Declaration or the Act.

(d) Other Rights. The right to exercise any Additional Reserved Right created by any other provision of this Declaration.

Section 15.3 Limitations on Special Declarant Rights and Additional Reserved Rights. Unless sooner terminated by an amendment to this Declaration executed by the Declarant, any Special Declarant Right or Additional Reserved Rights may be exercised by the Declarant so long as the Declarant (a) is obligated under any warranty or obligation; (b) owns any Unit; or (c) holds a Security Interest in any Unit(s); provided, however, all Special Declarant Rights and Additional Reserved Rights shall terminate ten (10) years after the date of recording this Declaration. Earlier termination of certain rights may occur pursuant to requirements of the Act.

Section 15.4 Interference with Special Declarant Rights. Neither the Association nor any Unit Owners may take any action or adopt any rule and/or

regulation that will interfere with or diminish any Special Declarant Rights or Additional Reserved Rights without the prior written consent of the Declarant.

Section 15.5 Rights Transferable. Any Special Declarant Rights or Additional Reserved Right created or reserved under this Article 15 for the benefit of Declarant may be transferred to any person by an instrument describing the rights transferred and recorded in the Records. Such instrument shall be executed by the transferor Declarant and the transferee.

## **ARTICLE 16. INSURANCE**

Section 16.1 Coverage. Commencing not later than the first conveyance of a Unit to a purchaser and to the extent reasonably available, the Association shall obtain and maintain insurance coverage as set forth in this Article. If such insurance is not reasonably available, and the Board of Directors determines that any insurance described herein will not be maintained, the Board of Directors shall promptly cause notice of that fact to be hand delivered or sent prepaid by United States mail to all Unit Owners and Eligible First Mortgagees at their respective last known addresses.

(a) Property Insurance. The Association shall maintain property insurance on the Condominium Project for broad form covered causes of loss in amount of insurance not less than the full insurable replacement cost of the insured property less applicable deductibles at the time insurance is purchased and at each renewal date, exclusive of land, excavations, foundations, and other items normally excluded from property insurance policies.

(b) Liability Insurance. The Association shall maintain commercial general liability insurance against claims and liabilities arising in connection with the ownership, existence, use, or management of the Condominium Project, insuring the Board of Directors, the Association, the Managing Agent, and their respective employees, agents and all persons acting as agents. The Declarant shall be included as an additional insured in such Declarant's capacity as a Unit Owner and member of the Board of Directors. Unit Owners and Eligible First Mortgagees shall be included as additional insureds but only for claims and liabilities arising in connection with the ownership, existence, use, or management of the Common Elements or membership in the Association. The insurance shall cover claims of one or more insured parties against the other insured parties.

(c) Fidelity Insurance. The Association shall maintain fidelity insurance on all persons who control or disburse funds of the Association. Coverage shall not be less in the aggregate than two months' current Assessments plus reserves, as calculated from the current budget of the Association. Any person employed as an independent contractor by the Association, including the Managing Agent must obtain and maintain fidelity insurance in like amount for the benefit of the Association unless the Association names such person as an insured employee in the policy of fidelity insurance specified above.

(d) Other Insurance. The Board of Directors may also procure insurance against such additional risks of a type normally carried with respect to properties of comparable character and use that the Board of Directors deems reasonable and necessary in order to protect the Condominium Project, the Association and the Unit Owners.

(e) Unit Owners' Policies. Each Unit Owner may obtain additional insurance at his own cost for his own benefit so long as all such policies shall contain waivers of subrogation and provide further that the liability of the carriers issuing insurance to the Association hereunder shall not be effected or diminished by reason of any such insurance carried by any Unit Owner.

Section 16.2 Required Provisions. All insurance policies carried pursuant to the requirements of this Article 16 must provide that:

(a) each Unit Owner and each Eligible First Mortgagee is an insured person under the policy with respect to liability arising out of such Unit Owner's interest in the Common Elements or membership in the Association;

(b) the insurer waives its rights to subrogation under the policy against any Unit Owner or member of his household;

(c) no act or omission by any Unit Owner or Eligible First Mortgagee, unless acting within the scope of such Unit Owner's authority on behalf of the Association, will void the policy or be a condition to recovery under the policy;

(d) if, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the risks covered by the policy, the Association's policy provides primary insurance;

(e) any loss covered by the policies must be adjusted with the Association;

(f) the insurance proceeds for any loss shall be payable to an insurance trustee designated for that purpose, or otherwise to the Association and not to any holder of a Security Interest;

(g) the insurer shall issue certificates or memoranda of insurance to the Association and, upon request, to any Unit Owner or holder of a Security Interest; and

(h) the insurer issuing the policy may not cancel or refuse to renew it until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Association and any Unit Owner(s) and holder(s) of Security Interests to whom a certificate or memorandum of insurance has been issued at their respective last known addresses.

Section 16.3 Adjustment of Claims. The Association may adopt and establish written nondiscriminatory policies and procedures relating to the submission of claims, responsibility for deductibles, and any other matters of claims adjustment. To the extent the Association settles a property insurance claim, it shall have the authority to assess negligent Unit Owners causing such loss or benefitting from such repair or restoration all deductibles paid by the Association. In the event more than one Unit is damaged by a loss, the Association in its reasonable discretion may assess each Unit Owner a pro rata share of any deductible paid by the Association.

Section 16.4 Copies of Policies. A copy of each insurance policy obtained by the Association shall be made available for inspection by any Unit Owner or Eligible First Mortgagee at reasonable times.

## **ARTICLE 17. RESTORATION UPON DAMAGE OR DESTRUCTION**

Section 17.1 Duty to Restore. Any portion of the Condominium Project, for which insurance is required under the Act or for which insurance carried by the Association is in effect, that is damaged or destroyed must be repaired or replaced promptly by the Association unless:

(a) the Condominium Project is terminated;

(b) repair or replacement would be illegal under a state statute or municipal ordinance governing health or safety;



(c) seventy-five percent (75%) of the Unit Owners, including every Owner of a Unit or assigned Limited Common Element that will not be rebuilt, vote not to rebuild; or

(d) prior to the conveyance of any Unit to a purchaser, the holder of a Security Interest on the damaged portion of the Condominium Project rightfully demands all or a substantial part of the insurance proceeds.

In the event the Condominium Project is not repaired or replaced as allowed by Subparagraphs (a), (b) and (c) above, then the Real Estate in the Condominium Project shall be sold and the proceeds distributed pursuant to the procedures provided for in the Act for termination of condominium projects.

Section 17.2 Cost. The cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expense.

Section 17.3 Plans. The Property must be repaired and restored in accordance with either the original plans and specifications or other plans and specifications which have been approved by the Board of Directors and a Majority of Owners.

Section 17.4 Replacement of Less Than Entire Property. If the entire Condominium Project is not repaired or replaced, the insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Condominium Project and, except to the extent that other persons will be distributees:

(a) the insurance proceeds attributable to a Unit and Limited Common Elements that are not rebuilt must be distributed to the Unit Owner of the Unit and the Unit Owner of the Unit to which the Limited Common Elements were allocated, or to holders of Security Interests, as their interests may appear;

(b) the remainder of the proceeds must be distributed to each Unit Owner or holders of Security Interests, as their interests may appear, in proportion to the Allocated Interests in the Common Elements of all the Units; and

(c) if the Unit Owners vote not to rebuild a Unit, the Allocated Interests of the Unit are reallocated upon the vote as if the Unit had been condemned, and the Association promptly shall prepare, execute and record an amendment to this Declaration reflecting the reallocations.

Section 17.5 Insurance Proceeds. The insurance trustee, or if there is no insurance trustee, then the Board of Directors, acting by the President, shall hold any insurance proceeds in trust for the Association, Unit Owners and holders of Security Interests as their interest may appear. Subject to the provisions of the Sections above, the proceeds shall be disbursed first for the repair or restoration of the damaged Property, and the Association, Unit Owners and holders of Security Interests are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Property has been completely repaired or restored, or the Condominium Project is terminated, in which event the surplus proceeds will be distributed as provided in this Declaration.

Section 17.6 Certificates by the Board of Directors. The insurance trustee, if any, may rely on the following certifications in writing made by the Board of Directors:

(a) whether or not damaged or destroyed Property is to be repaired or restored; and

(b) the amount or amounts to be paid for repairs or restoration and the names and addresses of the parties to whom such amounts are to be paid.

Section 17.7 Certificates by Attorneys or Title insurance Companies. If payments are to be made to Unit Owners or holders of Security Interests, the Board of Directors, and the insurance trustee, if any, shall obtain and may rely on a title insurance company or attorney's certificate of title or a title insurance policy based on a search of the Records from the date of recording of this Declaration stating the names of the Unit Owners and the holders of Security Interest.

## **ARTICLE 18. CONDEMNATION**

If all or part of the Condominium Project is taken by any power having the authority of eminent domain, all compensation and damages for and on account of the taking shall be payable in accordance with the provisions on eminent domain in the Act.

## **ARTICLE 19. MORTGAGEE PROTECTIONS**

Section 19.1 Introduction. This Article 19 establishes certain standards and covenants which are for the benefit of First Mortgagees. This Article 19 is supplemental to, and not in substitution for, any other provisions of this Declaration, but in the case of any conflict, this Article shall control.

Section 19.2 Percentage of First Mortgagees. Unless specifically provided otherwise, wherever in this Declaration the approval or consent of a specified percentage of Eligible First Mortgagees is required, it shall mean the approval or consent of sixty-seven percent (67%) of Eligible First Mortgagees. Each Eligible First Mortgagee shall be entitled to one vote for each Security Interest held by such Eligible First Mortgagee.

Section 19.3 Notice of Actions. If requested in writing to do so, the Association shall give prompt written notice of the following to each Eligible First Mortgagee making such request:

- (a) any condemnation loss or any casualty loss which affects a material portion of the Common Elements or any Unit in which an interest is held by the Eligible First Mortgagee;
- (b) any delinquency in the payment of Assessments which remains uncured for sixty (60) days by a Unit Owner whose Unit is encumbered by a Security Interest held by such Eligible First Mortgagee;
- (c) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association;
- (d) any proposed action which would require the consent of Eligible First Mortgagees as set forth in this Article;
- (e) any judgment rendered against the Association; and
- (f) a copy of any financial statement of the Association.

Section 19.4 Consent Required. The Association may not take any of the following actions, except as such rights have been specifically reserved by Declarant under the provisions of this Declaration, without the consent of sixty-seven percent (67%) of the Eligible First Mortgagees:

- (a) sale, conveyance or encumbrance of the Common Elements (provided, however, that the granting of easements for public utilities, for construction and maintenance of roads within the Condominium Project, or for other purposes provided for in this Declaration will not be deemed a transfer within the meaning of this clause);
- (b) restoration or repair of the Condominium Project (after hazard damage or partial condemnation) in a manner other than that specified in this Declaration;

(c) termination of this Declaration for reasons other than substantial destruction or condemnation, subject to the approval percentages required for such termination;

(d) merger of the Condominium Project with any other common interest community; or

(e) any action not to repair or to replace the Common Elements except as permitted in this Declaration.

Section 19.5 Notice of Objection. Unless an Eligible First Mortgagee provides the Secretary of the Association with written notice of its objection, if any, to any proposed amendment or action requiring the approval of Eligible First Mortgagees within thirty (30) days following the receipt of notice of such proposed amendment or action, the Eligible First Mortgagee will be deemed conclusively to have consented to or approved the proposed amendment or action.

#### Section 19.6 First Mortgagees' Rights.

(a) Advances. First Mortgagees, jointly or singly, may pay taxes or other charges which are in default and which may or have become a charge against any of the Common Elements or improvements thereon, and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for the Common Elements. First Mortgagees making such payments shall be owed immediate reimbursement from the Association.

(b) Cure Rights. First Mortgagees shall be entitled to cure any delinquency of the Unit Owner encumbered by a First Mortgage in the payment of Assessments. In that event, the First Mortgagee shall be entitled to obtain a release from the lien imposed or perfected by reason of such delinquency.

(c) Priority. No provision of the Condominium Project documents gives a Condominium Unit Owner or any other party priority over any rights of the First Mortgagee of the Condominium Unit pursuant to its mortgage in the case of payment to the Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

Section 19.7 Limitations on First Mortgagee's Rights. No requirement for approval or consent by a First Mortgagee provided in this Article 19 shall operate to:

(a) deny or delegate control over the general administrative affairs of the Association by the Unit Owners or the Board of Directors;

(b) prevent the Association or Board of Directors from commencing, intervening and/or settling any legal proceeding; or

(c) prevent any insurance trustee or the Association from receiving and distributing any insurance proceeds in accordance with the requirements of Article 18 entitled "Restoration Upon Damage or Destruction".

Section 19.8 Special Declarant Rights. No provision or requirement of this Article 19 entitled "Mortgagee Protections" shall apply to any Special Declarant Rights reserved to Declarant in this Declaration.

## **ARTICLE 20. DURATION OF COVENANTS; AMENDMENT AND TERMINATION**

Section 20.1 Term. This Declaration and any amendments or supplements to it shall remain in effect from the date of recordation for a period of fifty (50) years. Thereafter, this Declaration shall be automatically extended for successive periods of ten (10) years each, unless otherwise terminated or modified as provided in this Article.

Section 20.2 Amendment of Declaration. Except to the extent that this Declaration and the Act expressly permit or require amendments that may be executed by the Declarant or by the Association, this Declaration (including the Map) may be amended only by a vote or agreement of Unit Owners to which more than sixty-seven percent (67%) of the votes in the Association are allocated.

Section 20.3 Execution of Amendments; Expenses. Any amendment shall be prepared, executed and recorded either by the Declarant or by an officer of the Association designated for that purpose or, in the absence of a designation, by the President of the Association. All expenses associated with preparing and recording an amendment to this Declaration shall be the sole responsibility of: (a) any Unit Owners desiring an amendment as provided for in this Declaration or the Act; (b) the Declarant, to the extent the right to amend this

Declaration is reserved to the Declarant and exercised by the Declarant; or (c) in all other cases by the Association as a Common Expense.

Section 20.4 When Modifications Permitted. Notwithstanding the provisions of Section 20.2 above, no amendment or termination of this Declaration shall be effective in any event during the Period of Declarant Control, unless the written approval of Declarant is first obtained.

Section 20.5 Recording of Amendments. Any amendment to this Declaration made in accordance with this Article 20 shall be immediately effective upon the recording of the executed amendment in the Records together with a duly authenticated certificate of the Declarant or the Secretary of the Association stating that the required vote of Unit Owners, if any, and required consents of First Mortgagees (and/or Eligible First Mortgagee, as applicable) were obtained and are on file in the office of the Association. The amendment must be indexed in the grantee's index in the name of the Condominium Project and the Association and in the grantor's index in the name of each person or entity executing the Amendment.

Section 20.6 Rights of Eligible First Mortgagees. To the extent allowed by the Act, Eligible First Mortgagees shall have the rights to approve specified action of the Unit Owners or the Association as a condition to the effectiveness of those actions as provided in Article 19 entitled "Mortgagee Protections".

Section 20.7 Termination of the Condominium Project. The Condominium Project may only be terminated as provided in the Act.

## ARTICLE 21. MISCELLANEOUS

Section 21.1 Enforcement. Enforcement of the covenants, conditions, restrictions, easements, reservations, rights-of-way, and other provisions contained in this Declaration and the other Condominium Documents shall be through any proceedings at law or in equity brought by any aggrieved Unit Owner, the Association, or Declarant against the Association or any Unit Owner. Such actions may seek remedy by injunction or restraint of a violation or attempted violation, or an action for damages, or any of them, without the necessity of making an election.

Section 21.2 Notices. All notices, demands, or other communications required or permitted to be given hereunder shall be in writing, and any and all such items shall be deemed to have been duly delivered upon personal delivery; upon actual receipt, in the case of notices forwarded by certified mail, return receipt requested, postage prepaid; as of 12:00 Noon on the immediately

following business day after deposit with Federal Express or a similar overnight courier service; or as of the third business hour (a business hour being one of the hours from 8:00 a.m. to 5:00 p.m. on business days) after transmitting by telecopier. Notices by email shall be valid only if all parties to the communication have consented to notice by email.

Section 21.3 Nonwaiver. Failure by Declarant, the Association, or any Unit Owner or Eligible First Mortgagee to enforce any covenant, condition, restriction, easement, reservation, right-of-way, or other provision contained in the Condominium Documents shall in no way or event be deemed to be a waiver of the right to do so thereafter.

Section 21.4 Severability. The provisions of this Declaration shall be deemed to be independent and severable, and the invalidity of any one or more of the provisions of it by judgment or court order or decree shall in no way affect the validity or enforceability of any of the other provisions, which provisions shall remain in full force and effect. Any provision which would violate the rule against perpetuities and the rule prohibiting unlawful restraints on alienation shall be construed in a manner as to make this Declaration valid and enforceable.

Section 21.5 Number and Gender. Unless the context provides or requires to the contrary, the use of the singular herein shall include the plural, the use of the plural shall include the singular, and the use of any gender shall include all genders.

Section 21.6 Captions. The captions to the Articles and Sections and the Table of Contents at the beginning of this Declaration are inserted only as a matter of convenience and for reference, and are in no way to be construed to define, limit, or otherwise describe the scope of this Declaration or the intent of any provision of this Declaration.

Section 21.7 Conflicts in Legal Documents. In case of conflicts between the provisions in this Declaration and the Articles of Incorporation or the Bylaws, this Declaration shall control. In case of conflicts in the provisions in the Articles of Incorporation and the Bylaws, the Articles of Incorporation shall control.

Section 21.8 Exhibits. All the Exhibits attached to and described in this Declaration are incorporated in this Declaration by this reference.

Section 21.9 Choice of Law. This Declaration shall be construed and interpreted in accordance with the laws of the State of Idaho.

Executed as of the \_\_\_\_\_ day of \_\_\_\_\_ 2023

Fifth & Main, LLC, an Idaho limited liability company

\_\_\_\_\_  
By: David Wilson, Managing Member

STATE OF IDAHO        )  
                                  ss  
County of Blaine        )

On this \_\_\_\_\_ day of \_\_\_\_\_ 2023, before me, a notary public in and for said state, personally appeared David Wilson, known or identified to me to be the Managing Member of Fifth & Main, LLC, and the person that executed the foregoing instrument on behalf of said limited liability company.

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

\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_



**EXHIBIT A  
TO  
DECLARATION**

**Legal Description**

**Lots 3 and 4, Block 5, Ketchum Townsite  
Blaine County, Idaho**

**CONDOMINIUM DECLARATION FOR  
FIFTH & MAIN BUILDING - 48**

12033-009

**EXHIBIT B  
TO  
DECLARATION**

**TABLE OF ALLOCATED INTERESTS**

| Unit No.                     | Percentage<br>share of<br>Common Elements | Percentage<br>share of<br>Common Expenses | Vote in the<br>affairs of<br>Association |
|------------------------------|---|---|--|
| <b>Commercial<br/>Units</b>  |   |   |  |
| 1                            |   |   |  |
| 2                            |   |   |  |
| <b>Residential<br/>Units</b> |   |   |  |
| 201                          |   |   |  |
| 202                          |   |   |  |
| CH-1                         |   |   |  |
| CH-2                         |   |   |  |
| CH-3                         |   |   |  |
| CH-4                         |   |   |  |
| 301                          |   |   |  |
| 302                          |   |   |  |
|                              | <b>100 percent</b>                        | <b>100 percent</b>                        | <b>100</b>                               |

**CONDOMINIUM DECLARATION FOR  
FIFTH & MAIN BUILDING - 49**

12033-009

**EXHIBIT C  
TO  
DECLARATION**

***ARTICLES***

**DRAFT**

**CONDOMINIUM DECLARATION FOR  
FIFTH & MAIN BUILDING - 50**

12033-009

**EXHIBIT D  
TO  
DECLARATION**

***BYLAWS***

**DRAFT**

**CONDOMINIUM DECLARATION FOR  
FIFTH & MAIN BUILDING - 51**

12033-009

# Exhibit E

## Variance Application



**City of Ketchum  
Planning & Building**

| OFFICIAL USE ONLY   |  |
|---------------------|--|
| Application Number: |  |
| Date Received:      |  |
| By:                 |  |
| Fee Paid:           |  |
| Approved Date:      |  |
| By:                 |  |

**Variance Application**

Submit completed application and payment to the Planning and Building Department, PO Box 2315, Ketchum, ID 83340 or hand deliver to Ketchum City Hall, 191 5th St West, Ketchum. If you have questions, please contact the Planning and Building Department at (208) 726-7801. To view the Development Standards, visit the City website at: [www.ketchumidaho.org](http://www.ketchumidaho.org) and click on Municipal Code.

| OWNER/APPLICANT INFORMATION   |   |
|---|---|
| Name:   | Main Street Realty Partners, LLC                |
| Phone:  | 208 726 9776                                    |
| Email:  | dwilson@wilsonconstructions.com                 |
| Mailing Address:  | P.O. Box 6770 Ketchum, ID 83340                 |
| Legal Description:  | Ketchum Lot 3 & 4, Block 5 / 460 N. Main Street |
| Zoning District:  | Community Core (CC)                             |
| Overlay District:   | Retail Core Subdistrict (CC-1)                  |
| ADDITIONAL INFORMATION  |   |
| Requirement(s) of the Zoning Code Title 17 to be Varied:<br>17.12.040 - Dimensional standards, CC district matrix.<br>- 3' set-back adjacent to alley way.  |   |
| Please state the undue hardship you believe would result from the strict enforcement of this requirement:<br>Strict enforcement of this requirement would create an undue hardship of limiting accessible pedestrian access to the property and proposed development from the alley public right-of-way as is provided for other properties within the City. Due to the existing conditions of the public alleyway, a variance is required to encroach into the 3-foot setback with an accessible walkway route that complies with the requirements of the Fair Housing Accessible Guidelines.                              |   |
| Please state the unique characteristics of the site, i.e. unique size, shape, topography or location of the property:<br>Much of the public alleyway is unimproved to provide vehicle, service and pedestrian access. Nearly half of the alley adjacent to the subject property is consumed with existing Idaho Power transformers and other public utilities, both underground and aboveground. There are several existing site retaining walls and there is a grade difference of approximately 9 vertical feet within the alley between 5th Street and the east corner of the subject property adjacent to the alleyway. |   |
| <b>Note:</b> The criteria for granting a variance are listed on the reverse side of this application form.  |   |

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

*[Handwritten Signature]*

2/14/2022

Applicant Signature

Date

Once your application has been received, we will review it and contact you with next steps. No further action is required at this time.



City of Ketchum  
Planning & Building

**STAFF REPORT**  
**KETCHUM PLANNING AND ZONING COMMISSION**  
**REGULAR MEETING OF MARCH 8, 2022**

**EXECUTIVE SUMMARY**

Proposed is an interim ordinance, to be adopted through emergency ordinance procedures, that encourages development projects that meet the goals and objectives of the Ketchum Comprehensive Plan. The intent of the Ordinance is to:

- Promote projects that contribute towards the long-term vibrancy and economic stability of the downtown
- Increase the production of housing throughout Ketchum that in turn increases the supply and availability of housing for all income levels
- Provides the Planning and Zoning Commission the tools to engage, discuss and influence proposed uses in a building to ensure the project is of benefit to the community and meets the goals of the Comprehensive Plan

The ordinance is being proposed because:

- Ketchum experienced a significant population increase from 2019 to 2020 of approximately 25%, when annual population growth is traditionally 1%.
- Ketchum lacks available office, retail, and restaurant space, limiting the ability for businesses to start or expand within Ketchum.
- Ketchum has a severe shortage of housing for the local workforce at all income levels which is threatening the livelihood and straining the resources of the city, its citizens, and its businesses.
- Ketchum lost 475 long term rental and ownership housing units from 2000 to 2019.
- Construction of residential units within Ketchum has decreased significantly since 1989. From 1990 to 2009, approximately 290 units were constructed for an average of 15 units per year. From 2010 to 2020, only 92 units were constructed for an average of 9 units per year, a significant decrease from previous years.
- In addition to the 475 housing units lost, the Housing Action Plan Summary and Findings identify the need to build, convert, or stabilize between 65 and 100 housing units annually to ensure adequate housing for the City's workforce and support the dynamic demands of a resort community economy
- Development permitted under the current zoning regulations result in low-density residential development in areas where the 2014 Ketchum Comprehensive Plan envisions medium to high density residential and vibrant mixed-use development
- If the upcoming development season proceeds without more immediate revisions to development standards, then the negative impacts and harms listed above will be further exacerbated in a nonreversible way

The ordinance does not:

- Place a moratorium on development or reduce the development potential of properties
- Change, reduce or increase, the permitted maximum building heights, or floor area ratios (FAR)

The ordinance does:

1. Provide clarity and direction to the development community of the goals and objectives of Ketchum
2. Provide temporary regulations while permanent regulations are developed
3. Recommend five changes to the Ketchum zoning regulations as follows:
  - a. Minimum residential densities required for certain zone districts depending on project type
    - i. Community Core - Requires a minimum of 9 units per Ketchum townsite lot for 100% residential projects. For mixed-use projects the ordinance requires 5 units per townsite lot for projects with 30% or less commercial space, 3 units per townsite lot for projects with 31-60% commercial space, and one unit per townsite lot for projects with 61-80% commercial space. No residential units are required for projects with 80% or more of commercial space.
    - ii. Tourist - Requires a minimum of 9 units per 10,000 square feet of lot area for 100% residential projects. For mixed-use projects the ordinance requires 5 units per 10,000 square feet for projects with 30% or less commercial space, 3 units per 10,000 square feet for projects with 31-60% commercial space, and one unit per 10,000 square feet for projects with 61-80% commercial space. No residential units are required for projects with 80% or more of commercial space.
    - iii. T-3000 – Requires 5 units per 10,000 square feet of lot area.
    - iv. T-4000 and GR-H – requires 10 units per 10,000 square feet of lot area.
    - v. No minimum densities are proposed for General Residential-Low Density (GR-L), Limited Residential (LR, LR-1, and LR-2), Short-Term Occupancy (STO-1, STO-4, and STO-H), Light Industrial (LI, LI-1, and LI-2), Recreation Use (RU), or Agricultural and Forestry (AF) zone districts.
  - b. Consolidation of lots
    - i. Consolidation of lots permitted in all zone districts except General Residential-Low Density (GR-L), Limited Residential (LR, LR-1, and LR-2), Short-Term Occupancy (STO-1, STO-4, and STO-H).
    - ii. Consolidation of lots requires a preliminary plat and final plat application
    - iii. Additional review standards requiring conformance with land use approvals, zoning regulations, and comprehensive plan
  - c. Net loss of units
    - i. No project can result in the net loss of residential units through consolidation of units, or demolition and redevelopment of property
  - d. Retail parking exemptions
    - i. Any individual retail unit less than 5,500 square feet is exempt from parking requirements in the Community Core and Tourist zone districts
  - e. Conditional Use Permits for projects with density bonuses
    - i. Conditional Use Permits are required for any project utilizing the density bonus program in the Community Core (CC-1 and CC-2), the Tourist (T, T-3000, and T-4000), and General Residential - High Density (GR-H)
    - ii. The Planning and Zoning Commission has prepared a policy document to outline the expectations for successful projects
4. The ordinance would apply to all projects not deemed complete by the effective date of the ordinance.

## BACKGROUND

The City of Ketchum, like most of Idaho, has seen a tremendous amount of growth in the past two years. In 2021, the State of Idaho had the highest population growth in the United States, according to US Census estimates. While the annual population growth rate in the City of Ketchum has been 1%, the city's population grew approximately 25% from 2019 to 2020. The City of Ketchum's 2014 Comprehensive Plan is the guiding document to assist the city in decision making when addressing population growth and the systems that support that growth, such as housing, transportation, and the economy. Due to the dramatic increase in



population growth, exacerbated by COVID-19, the lack of available housing to support employees of local businesses and the lack of available office, retail and restaurant spaces have escalated to a crisis level.

Changes to the zoning regulations have been made over time to facilitate a vibrant downtown and development of high-density housing. Some of the changes include:

- Elimination of the Form Based Code to allow for more innovation and creativity in downtown development
- Reduction or elimination of parking requirements for encouraged uses in the community core
- Density bonus program to incentivize the development of housing in certain zone districts
- Increased building heights in the Community Core, from a three-story limitation to four stories subject to City Council approval.

Although some projects are providing high density multi-family and mixed-use projects that contribute to the vibrancy of the downtown, many development projects are not. Market conditions and land prices are driving the development of low density, large luxury single-family residences, penthouse units and low-density townhouses throughout the city. Land prices are in part a function of the amount of square footage and mix of uses permitted through zoning. Currently, the development standards allow for the type of development that is counter to the Plan objectives. In the Community Core specifically, this results in little to no new commercial square footage to support the economy within the downtown and provide the vibrancy the Comprehensive Plan envisions.

Further, the trend for low density residential in the downtown consists of large single-family type condominiums for second homeowners. Over time, this results in dark streets with limited activity. This is not a new issue in the downtown. In 2005 Ketchum adopted an emergency ordinance prohibiting new single-family units in the Community Core. It was found that single family units degrade the vitality and economic stability of the downtown. Since 2005, single family dwellings have been prohibited in the Community Core.

The city's ability to respond to the current housing demand is hindered by the trend of residential development over the past 30 years. Data collected and published in the city's [Housing Action Plan Findings](#) indicate over 50% of the city's housing stock was built prior to 1980 and there has been a dramatic decrease in residential construction since 1989. As discussed in detail in the staff report below, older high-density developments have been demolished and replaced with less dense developments, reducing the number of available units to the community. Ketchum has also lost residential units to the consolidation of lots, consolidation of units, and conversion of long-term rentals into short-term rentals. It is estimated that from 2000 to 2019, the city lost 475 long term rental and ownership housing units in Ketchum. from the long-term housing stock to.

The Housing Action Plan Findings indicate that in addition to the 475 housing units lost to short term rentals, there will need to be between 65 and 100 housing units built, converted, or stabilized annually in Ketchum to ensure adequate housing for the City's workforce and support the dynamic demands of a resort community economy. In addition to the loss of long-term rental and ownership units in Ketchum, the construction of new housing units is decreasing not increasing. From 1990 to 2009, approximately 290 units were constructed for an average of 15 units per year. From 2010 to 2020, only 92 units were constructed for an average of 9 units per year, a significant decrease from previous years.

What this means for Ketchum today is that there is less housing being constructed now than in the past. This results in a scarcity of housing for all income levels thereby increasing the cost and limiting availability of housing. Simply put, Ketchum is not constructing enough housing to meet the demand.

The City Council, Planning and Zoning Commission, and Urban Renewal Agency acknowledged there is a crisis during a joint work session on February 8, 2022 and identified short-term actions that could be taken by each entity based on their role, authority, and capacity. The Commission has the authority to recommend changes to the City of Ketchum Zoning Regulations for consideration by the City Council. Staff presented three ideas at the Feb 8 meeting for consideration:

- Establish minimum density requirement in multi-family, tourist, and community core zone districts
- Eliminate or reduce minimum lot size in residential zoning districts
- Permit multi-family development to occur in all residential zoning districts, including single-family zones

The Commission also expressed concern about the type of development projects occurring in the downtown and the long-term impact on the vibrancy and housing inventory. Expressing a sense of urgency, the Commission asked staff to develop a list of regulatory changes that could address the concerns. On February 15, 2022, Staff presented potential short- and long-term code changes for consideration (Attachment C). Short-term changes are those that can be easily implemented with minimal staff time. The long-term changes require additional time allowing for staff analysis, outreach, and development.

At the February 15, 2022, Commission meeting, there was general agreement with the proposed short-term recommendations. The Commission reiterated that changes to the regulations need to be thoughtful and carefully crafted to achieve the goals of the city and allow the development community the flexibility and predictability to execute projects. The Commission asked staff to draft an ordinance for review prior to presentation to City Council for review.

#### Proposed Ordinance

An interim ordinance, adopted through emergency ordinance procedures, is a tool to quickly and temporarily implement code changes while permanent ordinance language is being developed. Interim ordinances layer over the existing zoning regulations, superseding applicable regulations, allowing the city to test regulations and determine effectiveness for a limited period. Upon expiration of the ordinance, a permanent ordinance must be in place, or the regulations become null and void. As proposed, the ordinance would be adopted through emergency ordinance procedures. Ketchum is in crisis with the loss of restaurants, retail, and offices in the downtown coupled with the scarcity of housing available for all income levels. If something is not done immediately, there will be irreparable harm to the long-term vitality and economic stability of Ketchum and irreversible loss of housing to support a diverse community and a strong economy.

The proposed ordinance is not a moratorium on development within the city and does not propose any decrease or change to maximum building heights or permitted floor area ratios (FAR). Staff carefully crafted the ordinance to consider available data and policy directives from the 2014 Comprehensive Plan, ensuring that all proposed changes are reasonable and can be executed by the development community. Primarily, the ordinance sets standards that will support a strong and diverse economy, foster a vibrant downtown, and provide a variety of housing options for all residents and visitors. The full ordinance can be found as Attachment A. Below is an overview of each element of the ordinance.

## ANALYSIS

Staff recommends interim changes to Title 16 – *Subdivision Regulations* and Title 17-*Zoning Regulations* of the Ketchum Municipal Code related to the following:

- Minimum residential densities
- Consolidation of lots
- Net loss of units
- Retail parking exemptions
- Conditional Use Permits for projects with density bonuses

Staff initially recommended a change to the definition of “dwelling, multi-family”, but no longer recommends a change to this definition. After a deeper review of how an update to the definition would impact all zone districts, it was determined that a change would create zoning interpretation issues within the GR-L, LR, and LI zone districts requiring a much more extensive set of text changes. Staff believe the goals are effectively addressed in the short term with the code changes proposed.

Below is an overview of the proposed standards, goal of the proposal, and any additional data or information staff used to develop the recommendation. It is important to note that no change in building height or increase in allowable floor area ratio (FAR) is being proposed at this time.

### Ordinance Section 4 - Minimum Residential Densities

*Goal: Increase the supply of housing and number of new residential units constructed in appropriate high density and select commercial zone districts as guided by the comprehensive plan.*

Not all zone districts, particularly low-density residential districts, need minimum density requirements to achieve the goals of the comprehensive plan. Staff is not recommending minimum residential density requirements for the General Residential – Low Density (GR-L), Limited Residential (LR, LR-1, and LR-2), Short Term Occupancy (STO-1, STO-4, and STO-H), Light Industrial (LI, LI-2, and LI-3), Recreation Use (RU), and Agricultural and Forestry (AF) zone districts. Staff proposes minimum residential densities in the Community Core (CC-1 and CC-2), Tourist (T, T-3000, and T-4000), and General Residential – High Density (GR-H) zone districts. Staff also recommends some flexibility in the minimum density requirements by allowing the densities to be adjusted with approval of a Conditional Use Permit (Section 5 of the Ordinance).

To develop a sound recommendation for consideration by the Commission, staff analyzed sample data from constructed projects in each zone district and land use designations in the 2014 Comprehensive Plan. Below is additional information on how these pieces of information were used.

- Sample of constructed projects within each zone district – Staff selected a sample of constructed projects in each zone district representing a variety of densities, low and high. This data is site specific and based on actual lot area and number of units. Although the sample does not include all constructed projects within a zone district, the data clarifies and quantifies what exists today and the range of development possibilities. Detailed data of constructed projects by zone district is included as Attachment E.
- Future Land Use Map Designation – The Future Land Use Map (FLUM) included in the 2014 Comprehensive Plan is the guiding document for future land uses and intensities of those uses when changes occur. The FLUM designates future land uses for every property within the City. Examples of designations include low, medium, and high density residential as well as “Commercial/Employment”. It is important that the targeted minimum density is consistent with what the FLUM states is the desired future use. Although specific density targets are not included in the Plan, except for low density residential, the Plan identifies primary and secondary uses and those were used to identify appropriate density targets. Staff compared the current zone districts within the city with the FLUM

designation to ensure that proposed densities are appropriate. See Attachment G for the zone district and FLUM comparison.

In addition to the information above, staff analyzed data from previous efforts conducted by the city and developed additional development scenarios specific to the Community Core zone district:

- 2017 Love Schack Architecture Parking and Development Analysis – The city contracted with the architectural firm to evaluate how parking requirements impact development in the community core. The analysis was utilized by staff, the Commission, and City Council when determining the parking incentives and parking requirements for development in the downtown that are in place today. The analysis included development scenarios for a variety of project types including 100% residential and mixed-use, with or without underground parking. Staff believes these examples are still valid and can assist in the establishment of minimum density requirements downtown. These examples were not used in the development of minimum densities for the T or GR-H zone districts. Please see Attachment D for the full analysis.
- Development scenarios conducted by staff - As the Love Schack scenarios did not contemplate more than one floor of commercial, staff evolved the base assumptions of the Love Schack model to project scenarios of projects with 30%, 60%, and 80% commercial square footage. This analysis is important to understand what impact increased commercial space has on residential density potential. The model assumes on-site community housing, average unit size of 1,200 square feet, surface parking on the rear of the ground floor, and 15% of square footage dedicated to common areas and mechanical systems. The mixed use development scenarios can be found in Attachment F.

Below is an overview of each zone district where minimum densities are proposed and why the density target was chosen:

*Community Core (Subdistricts 1 and 2)*

The comprehensive plan designates the Community Core as “Retail Core” and “Mixed Use Commercial” mirroring the current CC-1 and CC-2 zone districts. Both designations identify the primary use of commercial, but state that residential can be appropriate on upper floors in both designations. As such, it is important to not hinder commercial development with minimum residential density requirements. As shown in Table 1, staff recommends a minimum residential density for projects that are 100% residential, and different minimum residential densities for mixed-use projects depending on the amount of commercial square footage. Commercial square footage is calculated as amount of “net leasable area”.

**Table 1: Recommended Minimum Residential Densities for CC district (units/SF)**

|                            |                              |                      |                      |                     |
|----------------------------|------------------------------|----------------------|----------------------|---------------------|
| CC<br>Subdistricts 1 and 2 | 100% Residential Development |                      |                      |                     |
|                            | 9 units / 5,500 SF           |                      |                      |                     |
|                            | Mixed Use Development        |                      |                      |                     |
|                            | ≤ 30%<br>Commercial          | 31-60%<br>Commercial | 61-80%<br>Commercial | ≥ 80%<br>Commercial |
|                            | 5 units / 5,500 SF           | 3 units/ 5,500 SF    | 1 units / 5,500 SF   | No Minimum          |

Since 2018, following changes to the parking standards to facilitate smaller units, restaurant and retail uses, the city has approved 11 projects including five that are 100% residential and six that are mixed use. All approved projects are either under construction or have been completed by the date of this report. Table 2 provides an overview of the residential densities for the 11 projects in the community core. Densities are listed as units per standard Ketchum Townsite lot (5,500 square feet).

**Table 2: Approved Project Densities 2018-2021 (units/5,500 SF)**

| Project Type     | High | Low | Average | Median |
|------------------|------|-----|---------|--------|
| 100% Residential | 20   | 5   | 11      | 7      |
| Mixed-Use        | 7    | 1   | 4       | 4      |

The mixed-use projects outlined above included a range of commercial square feet from 16-62% commercial with an average of 32% commercial space.

The Love Schack development scenarios included in Attachment D outline mixed use and 100% residential projects that can be achieved under the city’s current parking requirements. The scenarios assume only ground floor commercial and surface parking on single Ketchum Townsite lots. The development scenarios outline that the following densities can be achieved and parked under the current code.

**Table 3: Love Schack Development Scenarios – Ketchum Townsite Lots**

| Project Type     | Density     |
|------------------|-------------|
| 100% Residential | 6-11 units  |
| Mixed Use*       | 13-14 units |

The last data point used by staff are development scenarios for mixed use projects with varying amounts of commercial square footage as shown in Table 4. The densities shown reflect a range as there is 1,169 square feet of community housing required, which could result in one or two units depending on unit size.

**Table 4: Residential Density Scenarios for Mixed Use Projects**

|                     | 30% Commercial | 60% Commercial | 80% Commercial |
|---------------------|----------------|----------------|----------------|
| Residential Density | 6-7 units      | 4-5 units      | 2-3 units      |

As demonstrated above, there are a variety of project types and development scenarios that can be achieved in the Community Core. Staff believe the recommended minimum densities take into consideration the various constraints of a property such as lot size and parking. Staff also believe that the minimum densities encourage the development of more units and variety of unit types and sizes, when using the parking incentives.

*Tourist Zone Districts (T, T-3000, and T-4000)*

The comprehensive plan designates the Tourist zone districts as either “Commercial/Employment” or “High Density Residential” except for T-3000 which is designated “Medium Density Residential”. The Commercial/Employment category is only present in the T zone district and mimics many of the characteristics of the Mixed-Use designation in the Community Core, however, commercial spaces should be geared towards visitors. There are a variety of residential unit types, and the current development pattern is similar to a residential district, therefore, the densities should not be as high as those in the Community Core.

As shown in Table 5, staff recommends minimum residential densities for residential and mixed-use projects in the T zone district, but mixed-use projects are not contemplated for the T-3000 and T-4000 zone districts. It is important to note that the residential densities outlined are per 10,000 square feet of land, not per Ketchum townsite lot. This is because the standard Ketchum Townsite lot is only found in the Community Core and would not be a reasonable unit of measure for other areas of town.

**Table 5: Proposed Minimum Residential Densities for Tourist Zone Districts (units/SF)**

|        |   |   |  |                                       |
|--------|---|---|--|---------------------------------------|
| T      | 100% Residential Development<br>9 units / 10,000 SF |   |  |                                       |
|        | ≤ 30%<br>Commercial<br><br>5 units / 10,000 SF      | 31-60%<br>Commercial<br><br>3 units / 10,000 SF | 61-80%<br>Commercial<br><br>1 unit / 10,000 SF | ≥ 80%<br>Commercial<br><br>No Minimum |
| T-3000 | 5 units / 10,000 SF                                 |   |  |                                       |
| T-4000 | 10 units / 10,000 SF                                |   |  |                                       |

The proposed residential densities above were developed by analyzing a range of projects within these zone districts and reviewing the targeted future land use for the zone district. As shown in Table 6 below, a variety of densities exist in these zone districts today, including projects with densities over 10 per 10,000 square feet.

**Table 6: Actual Project Densities by Zone District (units/10,000 SF)**

| Zone District | High | Low | Average | Median |
|---------------|------|-----|---------|--------|
| Tourist       | 12   | 1   | 5       | 5      |
| T-3000        | 7    | 3   | 4       | 4      |
| T-4000        | 2    | 1   | 1       | 1      |

The T-4000 zone district is unique as it is currently made up of one single family subdivision and one large piece of vacant land. The Comprehensive Plan designates this zone district as “High Density Residential”. This is likely to ensure that when the vacant property is redeveloped, that the product is high density residential rather than a continuation of the single-family pattern of development.

*GR-H Zone District*

The comprehensive plan designates the GR-H zone district as “High Density Residential”. Staff recommend a minimum residential density of 10 units per 10,000 square feet. Table 7 is an overview of what is present in the zone district today.

**Table 7: Actual Project Densities (units/10,000 SF)**

| Zone District | High | Low | Average | Median |
|---------------|------|-----|---------|--------|
| GR-H          | 6    | 2   | 4       | 4      |

As discussed in the introduction of this staff report, the GR-H zone district is the area where higher density projects have been replaced with lower density projects. These examples include the Bavarian Apartments with a density of 4 units per 10,000 square feet, replaced with three residential projects with a density of 1. The Wood River Raquet Club had a density of 8 units per 10,000 square feet, replaced for a project with a density of 3. Additionally, the GR-H zone district is an area where continued decrease in density has occurred in recent years. As shown in Attachment E, historic densities are double or triple the density of projects proposed in the past two to three years.

Staff believe a minimum of 10 units per 10,000 square feet facilitates the development of high-density residential in a location designated for such development by the comprehensive plan and allows the city to build back the loss of residential units from previous redevelopments.

### Ordinance Section 6 - Consolidation of Lots

*Goal: Limit the loss of existing housing stock and preserve future development potential on vacant lots.*

As discussed at the February 15, 2022, meeting with the Commission, consolidation of lots can be an effective way to achieve the minimum densities proposed above as it provides more land area and potential for more efficient building design or use of space. Staff proposes that consolidation of lots be permitted, with additional review standards, in all zone districts except for the GR-L, STO, and LR zone districts. These zone districts do not have proposed minimum densities and therefore consolidation of lots to achieve density requirements is not applicable. Additionally, prohibiting consolidation of lots in these zone districts limit the loss of development potential or reduction in existing housing stock.

Staff recommend the following for consolidation of lots in zone districts where permitted:

- Consolidation applications no longer processed through the Readjustment of Lot Lines process to ensure review by the Commission
- Addition of approval criteria to ensure all consolidations conform with development or building permit approvals, zoning regulations, and the comprehensive plan.
- Final Plat approval for consolidation of lots cannot be complete until the associated project is complete

### Ordinance Section 7 - Net Loss of Units

*Goal: Prevent loss of residential units to ensure the total number of residential units in the city does not decrease.*

Loss of units can occur through the consolidation of existing units such as duplexes or condos into one unit, or demolition of an existing structure and replacement with new development that provides less units than previously existed on the property. To limit the consolidation of units and ensure the number of units existing on a property does not decrease, staff recommends that no project can result in the net loss of residential units on a property. The best way to implement this requirement is to evaluate proposed projects upon receipt of a demolition permit. Not all projects require Design Review approval, but in both scenarios mentioned above, a demolition permit is required.

Staff recommends that no demolition permit be issued which results in a net loss of residential units and that all demolition permits must be submitted with a building permit application for a replacement project. This approach is similar to the review and approval of demolition permits on structures that are older than 50 years.

For properties in zone districts with minimum density requirements, number of units may be dictated by the minimum density or the number of existing units. Below are two examples that illustrate how the regulations work together:

- If a property contains two units in a zone district where a minimum of five units are required, redevelopment of the project must include five units.
- If a property contains eight units in a zone district where a minimum of five units are required, redevelopment of the property must include eight units.

### Ordinance Section 8 - Parking Exemptions

*Goal: Incentivize the development of retail space within all subdistricts of the Community Core zone district.*

The city updated the parking standards for the CC and Tourist zone districts in 2017. As an incentive to provide retail space in new development, no parking was required for retail space less than 5,500 square feet. The 5,500 square foot threshold was established to prevent big box or single tenant large volume retailers from

locating in the downtown. The present code language is inhibiting inclusion of multiple retail spaces at or under 5,500 square feet from being included in projects.

To provide greater flexibility and encourage multiple smaller retail spaces in a project, staff recommend the parking exemption for retail space less than 5,500 square feet be applied on a per retail unit basis, not total net leasable square footage of the project. This approach would encourage further development of retail uses on the ground floor of larger projects.

Ordinance Section 9 - Conditional Use Permits

*Goal: Provide the Commission the ability to ensure all projects receiving a density bonus contribute not only to community housing, but to the vibrancy of the community and the economic stability of Ketchum.*

Staff recommends a Conditional Use Permit (CUP) be required for projects exceeding the base floor area ratio (FAR) outlined in Section 17.124.040 of the KMC and as shown below in Table 8.

**Table 8: Floor Area Ratio Maximums by Zone District**

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

Staff also recommends a Conditional Use Permit for conversion of commercial space into residential space in the above listed zone districts. Currently, the Commission only has oversight of the design review criteria for projects which does not address mix of uses which is a key ingredient for ensuring a vibrant and active downtown and tourist areas. To provide clarity to applicants and more certainty in the project review process, the Commission asked to establish a policy statement outlining goals and expectations for projects within the Community Core. Staff prepared a policy document included as Attachment B for consideration.

Although some members of the Commission recommended a higher threshold for the CUP than what is proposed, staff recommends the threshold for CUP be consistent with the density bonus program to reduce confusion. The density bonus threshold is what delineates discretionary review from what is allowed by-right. It is important to provide a consistent benchmark for the development community of when certain rules apply.

**STAFF RECOMMENDATION**

Staff request the Commission consider the information above and make a recommendation on the proposed ordinance and draft conditional use permit policy statement. Although a hearing with the Commission is not required for the ordinance, staff recommends the Commission make a recommendation to the City Council.

**ATTACHMENTS:**

- A. Emergency Ordinance 1234
- B. Policy Statement for Community Core, Tourist, and GR-H Projects
- C. Staff Memorandum – February 15, 2022
- D. Love Schack Architecture Analysis
- E. Zone District Density Data
- F. Mixed Use Development Scenarios
- G. Comprehensive Plan Zone District Comparison
- H. Public Comment



# Attachment A: Emergency Ordinance 1234

## ORDINANCE 1234

**AN EMERGENCY ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, FINDING AN IMMINENT PERIL TO PUBLIC HEALTH, SAFETY, OR WELFARE EXISTS AND THE NEED TO IMMEDIATELY IMPLEMENT REVISED DEVELOPMENT STANDARDS THAT REQUIRE MINIMUM RESIDENTIAL DENSITIES IN CERTAIN ZONE DISTRICTS; REGULATE THE CONSOLIDATION OF LOTS IN CERTAIN ZONE DISTRICTS; PROHIBIT THE REDUCTION OF DWELLING UNITS IN CONJUNCTION WITH DEVELOPMENT PROJECTS REQUIRE A CONDITIONAL USE PERMIT FOR CERTAIN DEVELOPMENT PROJECTS IN THE COMMUNITY CORE (CC) ZONE DISTRICT; AND CLARIFY PARKING REQUIREMENTS FOR RETAIL USES IN THE CC ZONE DISTRICT; PROVIDING FOR PUBLICATION BY SUMMARY; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE AND A SUNSET DATE.**

**WHEREAS**, Idaho Code Section 67-6523 authorizes local jurisdictions to enact emergency ordinances when the local governing board finds imminent peril to the public health, safety, or welfare; and

**WHEREAS**, the State of Idaho and the Idaho Housing and Finance Association has stated that access to workforce housing has become a statewide challenge impacting urban, rural, and resort communities, resulting in a proposal for a state-led gap financing program for development of workforce housing; and

**WHEREAS**, the 2014 Ketchum Comprehensive Plan identifies ten core values vital to the City's ability to achieve its vision including 1) A Strong and Diverse Economy, 2) Vibrant Downtown, and 4) A Variety of Housing Options; and

**WHEREAS**, the City of Ketchum (the "City") is experiencing a significant population increase and a severe shortage of housing for the local workforce at all income levels which is threatening the livelihood and straining the resources of the City, its citizens, and its businesses; and

**WHEREAS**, businesses in Ketchum have been forced to reduce operating hours in the past two years due to lack of workforce; and

**WHEREAS**, the City's average annual population growth rate is approximately 1%, however, the population of the City increased 25% from 2019 to 2020; and

**WHEREAS**, the City collects housing specific data and is developing a Housing Action Plan to address the immediate need for more housing in the City; and

**WHEREAS**, the City lost 475 long-term rental and ownership housing units from 2000 to 2019; and

**WHEREAS**, in addition to the 475 housing units lost, the Housing Action Plan Summary and Findings identify the need to build, convert, or stabilize between 65 and 100 housing units

annually in the City to ensure adequate housing for the City's workforce and support the dynamic demands of a resort community economy; and

**WHEREAS**, from 1990 to 2009, approximately 290 units were constructed for an average of 15 units per year. From 2010 to 2020, only 92 units were constructed for an average of 9 units per year, a significant decrease from previous years; and

**WHEREAS**, the City is experiencing an increase in the redevelopment of property as more than half of the City's housing stock was built before 1980 and there are a limited number of vacant properties within city limits; and

**WHEREAS**, development permitted under the current zoning regulations result in low-density residential development in areas where the 2014 Ketchum Comprehensive Plan envisions medium to high density residential and vibrant mixed-use development; and

**WHEREAS**, the City Council, Planning and Zoning Commission, and Ketchum Urban Renewal Agency determined at a joint meeting on February 8, 2022, that immediate action to address housing issues within the City were necessary; and

**WHEREAS**, staff presented options for addressing housing issues to the Planning and Zoning Commission at a special meeting on February 15, 2022; and

**WHEREAS**, the Planning and Zoning Commission reaffirmed the urgent need for solutions to address housing issues; and

**WHEREAS**, the traditional development season is imminent and there is an immediate necessity to provide development applicants with some certainty on standards sooner than later; and

**WHEREAS**, the provisions of this ordinance are temporary in nature and shall expire one hundred and eighty-two (182) days after the adoption of this emergency ordinance; and

**WHEREAS**, during the pendency of this emergency ordinance, the City will pursue a public process to explore the development and creation of an interim ordinance and/or permanent ordinance to further formalize the changes proposed in this emergency ordinance.

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

**Section 1.** Finding of Imminent Peril to the Public Health, Safety and Welfare. The City Council hereby finds that an imminent peril to the public health, safety and welfare exists caused by the permanent loss of land in Ketchum available to house the local workforce and provide a mixture of commercial uses necessary to support the Ketchum economy based on the following:

- a. Businesses in the Community Core are closing or reducing business hours due to a lack of workers.
- b. Commercial, entertainment, retail and restaurant use in the Community Core are essential to the economic vitality and public health, safety and welfare of the residents and visitors to the City.

- c. Each time a project is developed with low density residential, similar to single family dwellings, or with limited commercial use, the City permanently loses the potential to develop such property for higher density residential or projects containing commercial, entertainment, restaurant or retail uses.
- d. The permanent loss of properties that could otherwise be development for higher density residential or commercial uses, threatens the economic vitality of the City, threatens to permanently impair, or reduce revenue to support city operations and essential services without limitation, fire, police, emergency medical, and snow removal.
- e. If the upcoming development season proceeds without more immediate revisions to development standards, then the negative impacts and harms listed above will be further exacerbated in a nonreversible way.
- f. The City finds it requires sufficient time to study and review the public health, safety, and welfare concerns as identified above and adopt interim standards while the review is underway.

**Section 2.** The following interim regulations and standards apply to applications filed pursuant to Title 16 - Subdivision Regulations and Title 17 - Zoning Regulations. Wherever any provision in Title 16 or Title 17 or any other ordinance, rule or regulation of any kind contain standards covering the same subject matter, the standards of this Ordinance shall apply.

**Section 3.** All zoning districts referenced in this ordinance are pursuant to Ketchum Municipal Code (the “KMC”) Chapter 17.18 – *Zoning Districts* and abbreviated as referenced. All terms in this ordinance are defined in Section 17.08.020 – *Terms Defined* and 16.04.020-*Definitions* of the KMC with the addition of the following:

- A. Consolidation – the action or process of combining more than one lot or unit into a single lot or unit.
- B. Residential Density – the number of dwelling units per square feet of lot area.

**Section 4.** There shall now be minimum residential densities for multi-family and mixed-use developments in certain zone districts within the City as follows:

| Zone District              | Minimum Residential Density Required<br>(units/SF) |  |  |                                       |
|----------------------------|--|--|--|---------------------------------------|
| CC<br>Subdistricts 1 and 2 | 100% Residential Development<br>9 / 5,500          |  |  |                                       |
|                            | Mixed Use Development                              |  |  |                                       |
|                            | ≤ 30%<br>Commercial<br><br>5 / 5,500               | 31-60%<br>Commercial<br><br>3 / 5,500  | 61-80%<br>Commercial<br><br>1 / 5,500  | ≥ 80%<br>Commercial<br><br>No Minimum |
| T                          | 100% Residential Development<br>9 / 10,000         |  |  |                                       |
|                            | Mixed Use Development                              |  |  |                                       |
|                            | ≤ 30%<br>Commercial<br><br>5 / 10,000              | 31-60%<br>Commercial<br><br>3 / 10,000 | 61-80%<br>Commercial<br><br>1 / 10,000 | ≥ 80%<br>Commercial<br><br>No Minimum |

|                         |             |
|-------------------------|-------------|
| T-3000                  | 5 / 10,000  |
| T-4000                  | 10 / 10,000 |
| GR-H                    | 10 / 10,000 |
| GR-L                    | No minimum  |
| LR, LR-1, and LR-2      | No minimum  |
| STO-1, STO-4, and STO-H | No minimum  |
| LI, LI-2, and LI-3      | No minimum  |
| RU and AF               | No minimum  |

**Section 5.** Minimum densities identified in Section 4 may be adjusted subject to the review and approval of a Conditional Use Permit by the Planning and Zoning Commission.

**Section 6.** There shall now be standards for the consolidation of lots. Additionally, there shall be a specific application type, process, and additional standards for the review and approval of the consolidation of lots as follows:

A. Consolidation of lots within the City shall be permitted in certain zone districts as follows:

| <b>Zone District</b>      | <b>Consolidation of Lots</b>              |
|---------------------------|---|
| CC - Subdistricts 1 and 2 | Permitted subject to additional standards |
| T                         | Permitted subject to additional standards |
| T-3000                    | Permitted subject to additional standards |
| T-4000                    | Permitted subject to additional standards |
| GR-H                      | Permitted subject to additional standards |
| GR-L                      | Permitted subject to waiver               |
| LR, LR-1, and LR-2        | Permitted subject to waiver               |
| STO-1, STO-4, and STO-H   | Permitted subject to waiver               |
| LI, LI-2, and LI-3        | Permitted subject to additional standards |
| RU and AF                 | Permitted subject to additional standards |

B. The definition of “Readjustment of Lot Lines” in KMC Section 16.04.020 - *Definitions*, also known as Lot Line Shifts, shall no longer include the “removal of lot lines”.

C. Consolidation of lots may only be considered pursuant to the requirements and standards of KMC Section 16.04.030 – *Procedure for Subdivision Approval*.

D. All preliminary plat applications for consolidation of lots shall be submitted concurrent with a building permit application or land use development application as applicable.

E. The final plat for consolidation of lots shall not be signed by the City Clerk and recorded until the development has received one or both of the following as applicable:

1. A certificate of occupancy issued by the City of Ketchum; and

2. Completion of all design review elements as approved by the Planning and Zoning Administrator.
- F. In addition to KMC Section 16.04.040, all preliminary plat applications for consolidation of lots shall comply with the following criteria:
1. The preliminary plat application is in conformance with all applicable building permit and land use development approvals.
  2. The preliminary plat application is in conformance with all applicable Zoning Regulations contained within Title 17 – Zoning Regulations.
  3. The preliminary plat application is found to be in conformance with the comprehensive plan in effect at the time the application was deemed complete.

**Section 7.** No demolition permit shall be issued pursuant to Chapter 15.16 of the KMC that results in the net loss in the total number of residential units currently existing on a property as of the effective date of this ordinance. The following standards apply to all properties within the City:

- A. Development of property, in any zone district, may not result in the net loss of dwelling units.
- B. Total number of dwelling units shall be calculated including all listed or defined dwelling unit uses and terms in the KMC such as, but not limited to, “dwelling, one family”, “dwelling, multi-family”, “dwelling unit, accessory”, and “work/live unit”.
- C. No demolition permit shall be issued for any structure until a building permit application for a replacement project on the property and required fees have been accepted by the City and deemed complete.

**Section 8.** There shall be no parking required for individual retail spaces of 5,500 square feet or less within the Community Core (CC) and Tourist (T) zoning districts.

**Section 9.** A Conditional Use Permit (CUP), as stipulated in KMC Chapter 17.116, is required for all development projects that:

- a. Exceed a 1.0 floor area ratio (FAR) within Subdistrict 1 and Subdistrict 2 of the CC zone district and a 0.5 FAR in the T, T-3000, T-4000, and GR-H zone districts.
- b. Change of use resulting in a conversion of commercial square footage to residential square footage.
- c. No fee shall be charged for Conditional Use Permit applications submitted concurrent with Design Review applications with FAR exceedance.

**Section 10.** This ordinance shall be in full force and effect from and after its passage and approval and shall remain in effect for a period not to exceed one hundred and eight two (182) days from its effective date, pursuant to Idaho Code Section 67-6523.

**Section 11.** The notice and hearing requirements generally applicable to ordinances are not practical in light of the emergency nature of this ordinance, and therefore this ordinance will be heard under an abbreviated notice process pursuant to Idaho Code Section 67-6523.

**Section 12.** Pursuant to the affirmative vote of one-half (1/2) plus one (1) of the

members of the City Council, the rule requiring two (2) separate readings by title and one (1) reading in full be waived, and the same is hereby dispensed with, and accordingly, this emergency ordinance shall be in full force and effect immediately upon its passage and approval.

PASSED BY THE CITY COUNCIL and APPROVED by the MAYOR OF KETCHUM IDAHO, on this \_\_\_\_ day of \_\_\_\_ 2022.

APPROVED:

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

ATTEST:

\_\_\_\_\_  
Tara Fenwick, City Clerk

**Attachment B:**  
**Policy Statement for**  
**Community Core, Tourist, and**  
**GR-H Projects**





## City of Ketchum Planning & Building

### PLANNING AND ZONING COMMISSION POLICY STATEMENT

#### Goals for Successful Development in the Community Core, Tourist, and High-Density Zone Districts

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The city adopted Emergency Ordinance 1234 which requires a Conditional Use Permit for any project taking advantage of the density bonus program outlined in Ketchum Municipal Code Section 17.124.040 – *Floor area ratios and community housing*. The goal of the Conditional Use Permit is to ensure that all projects receiving a density bonus contribute not only to community housing, but to the vibrancy of the community and the economic stability of Ketchum. The 2014 Ketchum Comprehensive Plan outlines future land uses for each zone district in Ketchum which were codified in 2015 when the zoning regulations were updated to include stated purposes for each zone district. To provide additional clarity to the development community, the following information outlines the purpose of each zone district and outlines the expectations and type of projects encouraged by the Planning and Zoning Commission.

#### **Community Core (CC-1 and CC-2)**

##### *Zoning Ordinance Purpose*

The purpose of the CC community core district is to promote a compact and cohesive center of commerce and culture, to promote an attractive and safe pedestrian environment which includes sidewalks, gathering spaces, streetscape amenities and landscaping, to retain the unique small-town scale and character and to encourage buildings which respect Ketchum's historical and geographic context while providing diversity. Compatible mixed uses including retail, office, residential and cultural uses are encouraged. Commercial uses are concentrated in the CC District which is consistent with the City's comprehensive plan and the downtown master plan.

##### *Successful projects in the Community Core - Retail Core subdistrict have:*

- Maximized ground floor restaurant and retail uses with outdoor public amenities such as outdoor seating and dining.
- Upper floors of primarily office use and minimal residential.
- On-site community housing.
- Parking allocations that do not exceed minimum parking requirements.
- Underground or tuck under parking for projects on more than one Ketchum Townsite Lot.
- Below grade uses limited to storage, mechanical, and parking.

##### *Successful projects in the Community Core - Mixed Use subdistrict have:*

- Maximized ground floor restaurant and retail uses with outdoor public amenities such as outdoor seating and dining.
- Primarily active commercial on the ground floor such as retail, restaurants, recreation, health/wellness services, and government.

- Commercial uses, such as office, on the upper floors. Limited office uses on the ground floor but should not be fronting the street.
- Below grade uses limited to storage, mechanical, and parking. Placement of commercial or residential uses below grade is not appropriate.
- Parking allocations that do not exceed minimum parking requirements.
- Underground parking for projects on more than one Ketchum Townsite Lot.
- Upper floors primarily contain commercial or residential uses.
- On-site community housing.
- 100% residential projects have strong connection to the street such as individual entrances to each ground floor residential unit and non-privatized outdoor common areas.

### **Tourist (T)**

#### *Zoning Ordinance Purpose*

The purpose of the T Tourist District is to provide the opportunity for high density residential and tourist use, land ownership and development including certain restricted business and personal service establishments in conjunction with such use, which can be justified on the basis of the primary use within the district. Tourist district classifications are intended to be carefully placed in the neighborhood structure to assure the closest possible compatibility with the surrounding uses and development. Dimensional requirements in this zone are designed to complement and enhance the neighborhoods in this zone, and to encourage articulation and quality design in new buildings. The tourist zone contains several distinct areas, including the Entrance Corridor, Second Avenue, River Run, Warm Springs Base Area and Saddle Road.

#### *Successful projects in the Tourist zone district have:*

- High density residential projects with a variety of housing unit types and sizes
- On-site community housing
- Active non-privatized common areas
- Active and passive commercial uses and hotels focused on serving visitors and second homeowners
- Underground parking where feasible to maximize public gathering areas

### **T-3000, T-4000, and General Residential-High Density (GR-H)**

#### *Zoning Ordinance Purpose*

GR-H: The purpose of the GR-H General Residential - High Density District is to accommodate the need for higher density residential land use alternatives within a district generally limited to residential uses while still preserving neighborhood amenities and favorable aesthetic surroundings.

Tourist-3000 and Tourist-4000: The purpose of the T-3000 District is to provide the opportunity for short term tourist accommodations with limited tourist support services subordinate to and in conjunction with tourist housing. Dimensional requirements in this zone are designed to complement and enhance the neighborhoods in this zone and to encourage articulation and quality design in new buildings.

*Successful multi-family residential developments have:*

- High-density residential projects with a variety of housing unit types and sizes within the entirety of a project
- On-site community housing
- Active non-privatized common areas

Attachment C:  
Staff Memorandum –  
February 15, 2022



City of Ketchum  
Planning & Building

STAFF REPORT  
KETCHUM PLANNING AND ZONING COMMISSION  
REGULAR MEETING OF FEBRUARY 15, 2022

**INTRODUCTION**

The City of Ketchum, like most of Idaho, has seen a tremendous amount of growth in the past two years. In 2021, the State of Idaho had the highest population growth in the United States, according to US Census estimates. The City of Ketchum's 2014 Comprehensive Plan is the guiding document to assist the city in decision making when addressing population growth and the systems that support that growth, such as housing, transportation, and the economy. Due to the dramatic increase in growth, exacerbated by COVID-19, some key issues identified in the plan such as the fostering of a vibrant downtown and the need to house the community's workforce have escalated.

The City of Ketchum is actively working on many key infrastructure projects and the development of a Housing Action Plan to ensure that the city can adequately support our growing community. Additionally, changes to the zoning regulations have been made over time to facilitate a vibrant downtown and development of high-density housing. Some of the changes include:

- Elimination of the Form Based Code to allow for more innovation and creativity in downtown development
- Reduction or elimination of parking requirements for certain types of uses in the community core
- Density bonus program to incentivize the development of housing in certain zone districts
- Increased building heights in the Community Core, from a three-story limitation to four stories subject to City Council approval.

Although some projects are meeting the overall intent of the changes, providing high density multi-family and mixed-use projects that contribute to the community, many development projects are not. Market conditions and land prices are driving the development of low density, large luxury single-family residences, penthouse units and low-density townhouses throughout the city. In the Community Core specifically, this results in very limited development of commercial square footage needed to support the economy within the downtown and provide the vibrancy the comprehensive plan envisions. Further, the trend for residential in the downtown consists of low-density single-family type condominiums for second homeowners. Over time, this results in dark streets with limited activity. Below is an overview of key issues and trends seen in current development projects not only in the Community Core, but throughout the city.

**Identified Issues and Development Trends:**

- **Loss of Housing/Density**
  - Removal of multiple units on a site and replacement with a project containing fewer units that previously existed. For example, there may be 2-3 units on a site that are being demolished and replaced with a project of 1-2 units.
  - Construction of fewer units in areas that are identified for high density development such as the Community Core, Tourist, and GR-H zone districts.
  - Loss of smaller more affordable units as a result of combining multiple residential lots for development of one large lot for one large single-family home.

- **Vibrancy in the Community Core**

- Development of 2-4 large single family condominium units on sites that can accommodate 5-7 units of varying sizes and affordability in the Community Core. The larger units are targeted for individuals who will not be full time residents in the downtown resulting in projects with little to no activity.
- Low inventory of commercial space in the Community Core for office and retail uses placing pressure on Light Industrial zone district for uses that are not permitted in the Light Industrial area.
- Low inventory of restaurant space limiting new restaurants and existing restaurants the ability to relocate or expand due to increase in size or displacement from redevelopment.
- Lack of public gathering spaces on the ground floor in the community core limiting opportunities for the community to gather

## **ANALYSIS**

Currently, the Planning and Zoning Commission has no authority to review or modify mix of uses proposed in new development. The Planning and Zoning Commission’s purview is limited to design review of the building.

To address the stated issues above, the Commission would need the authority to evaluate not only the design of a building but also the proposed mix of uses in a new development project. The mix of uses is a key ingredient for ensuring a vibrant and active downtown. The Commission has the authority to recommend changes to the City of Ketchum Zoning Regulations for consideration by the City Council. Staff believe there are a variety of short- and long-term regulatory changes that can be made. Below is an overview of proposed changes for consideration by the Commission.

As we enter a new development season, the Commission may want to consider immediate short-term measures that can be easily implemented while a longer-term solution is being developed. The other option is to focus on the longer-term solutions without interim measures in place. Staff would recommend the Commission consider recommending short term measures to be in place while the long-term measures are being reviewed and adopted.

### *Short Term*

The following regulatory changes could be made through an emergency interim ordinance to immediately allow Commission review of the mix of uses in a new project, halt the loss of housing, and increase the density of proposed projects where appropriate.

- 1. Require Conditional Use Permit for any project over 1.0 FAR in the Community Core.**

In order for the Commission to have review and approval authority over the mix and type of uses in a new project, there must be a permit required for review. In the short term, the Commission could require a Conditional Use Permit along with the Design Review Permit for any project over 1.0 FAR. This would allow the Commission to review new mixed-use projects to allow for site specific evaluation of the project’s programming and how it achieves the desired vision for the downtown. This would be considered an interim step while the development of more specific program requirements is evaluated .

- 2. Require minimum residential densities in the Community Core (CC), Tourist (T), and General Residential – High Density (GR-H).**

A minimum number of residential units based on the size of the lot could be set for each zone district based on an analysis of what the comprehensive plan envisions, what the zoning regulations allow for, and what has been constructed. Minimum densities would be different for 100% residential projects than for mixed-use projects with commercial and residential uses. Proposed projects would be required to include a minimum number of residential units

based on the lot area of the project. For example, on a Ketchum Townsite lot in the CC district with a Floor Area Ratio (FAR) bonus, a higher density project could accommodate 5-7 units of varying sizes where currently only two units are required.

**3. Update the definition of “ Dwelling, multi-family”**

Currently, the zoning regulations define “dwelling, multi-family” as “Dwelling, multiple-family: A building, under single or multiple ownership, containing two or more dwelling units used for residential occupancy.” In most communities, this definition would be used to describe a “duplex” not a multi-family development. Today, a project within the community core or in the high-density districts (GR-H and Tourist), is only required to include two dwelling units to be qualified as multifamily development. Single family units are prohibited in the Community Core and to avoid this restriction, some projects propose two large units. The definition of multi-family could be updated to reflect a larger number of units. This change would apply to not only the CC district, but also multi-family projects in all T and GR-H zone districts.

**4. Limit ability of consolidation of lots.**

An increase in consolidation of lots has occurred over the past few years. In most zone districts, this results in larger lots with larger single-family homes. The same area could be utilized for a larger number of smaller homes, more reflective of the originally platted subdivisions. In some areas, such as the CC, T, and GR-H zones, consolidation of lots can be an effective way to achieve higher density on a project as it provides more land area and potential for more efficient building design. The code could be revised to limit the ability for consolidation of lots in low density residential areas and allow consolidation of lots in the CC, T, and GR-H minimum densities are met as discussed above. These projects would still be subject to design review to ensure the bulk, mass, and scale of the project is appropriate.

**5. Prohibit reduction in total unit counts for redevelopment projects**

The consolidation of lots sometimes comes with the demolition of existing housing stock. In one recent example, two adjacent lots, each containing a modest single-family cabin, were consolidated with the intention of demolishing the two cabins for construction of one larger single-family home. Additionally, the city has seen the conversion of attached duplexes into single family homes. The code could be revised to prohibit the reduction in the number of units on a property. This approach does not eliminate redevelopment of the property but would require that redevelopment of the property contain the same number or more of units that existed prior to redevelopment.

*Long Term*

Building on the foundation of the short-term changes, the following long-term changes can be considered. Implementation of these changes is more complex, requiring detailed analysis of the proposed change and potential impacts on infrastructure, community character, and other city policy initiatives. These changes should be developed through analysis and comprehensive community outreach before final decisions are made.

- 1. Reduce minimum lot sizes or shift to maximum lot sizes in certain residential zone districts.**
- 2. Increase the CC-1 district area within the Community Core to require ground floor commercial space on more properties.**
- 3. Include requirements for the mix and percentages of uses for mixed-use projects, prioritizing underground parking and differentiating between active and passive commercial uses.**
- 4. Disincentivize the creation of large residential units of a certain size in certain zone districts.**
- 5. Re-evaluate the base FAR to incentivize the types of projects desired in certain areas.**
- 6. Allow duplex or multi-family uses in all zone districts where appropriate.**

7. Evaluate current parking incentives to identify potential opportunities.

Implementation of short-term solutions allows the city to track effectiveness of proposed changes to determine if desired outcomes are achieved. This evaluation will inform the approach the city takes in implementing the long-term solutions and may result in additional long-term solutions being identified throughout the process.

**STAFF RECOMMENDATION**

Staff requests the Commission consider the information above and provide directions on the next steps. Staff believes implementation of short-term measures are critical to address the loss of vitality in the downtown, continued loss of residential housing and increase the density of projects.

1. Provide direction to staff on which of the short-term measures should be addressed.
2. Provide direction to staff on the process by which the short-term measures should be adopted.  
An emergency interim ordinance addressing the short-term changes would minimize continued degradation of the issues and provide time for development of long-term regulatory changes. An emergency ordinance can be in effect for up to 182 days and is adopted by the City Council. After that an interim ordinance can be adopted for up to one year. During this time, staff can proceed with the preparation of a long term ordinance addressing the short-term changes; however, the long term changes will take more time to implement, and the immediate impact of the changes will be diminished.

**ATTACHMENTS:**

- A. None



Attachment D:  
Love Schack Architecture  
Analysis

# How Parking Influences Development & Density, in Ketchum, Idaho.

Love Schack Architecture, P.C.  
[www.loveschackarchitecture.com](http://www.loveschackarchitecture.com)

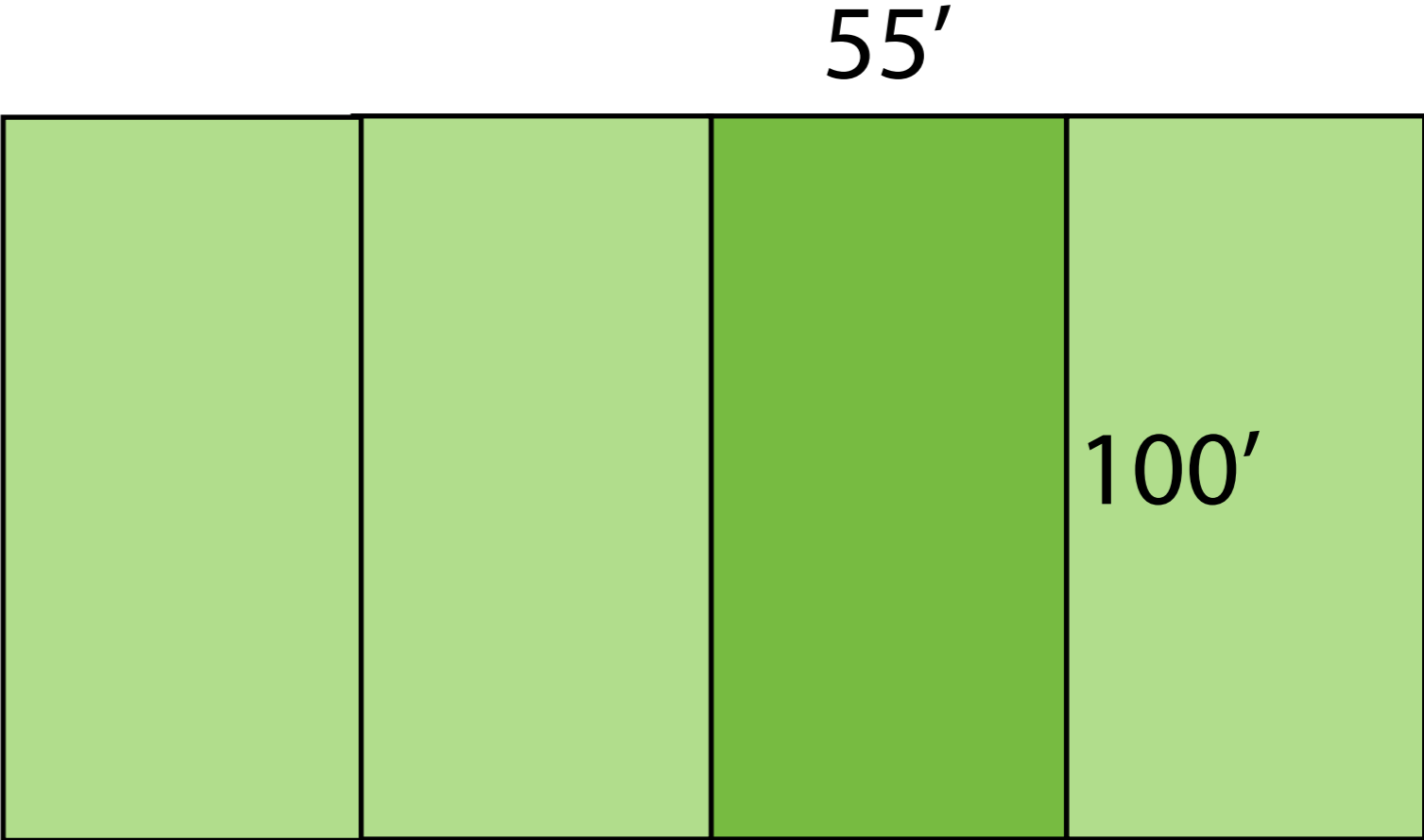


City of **Ketchum**



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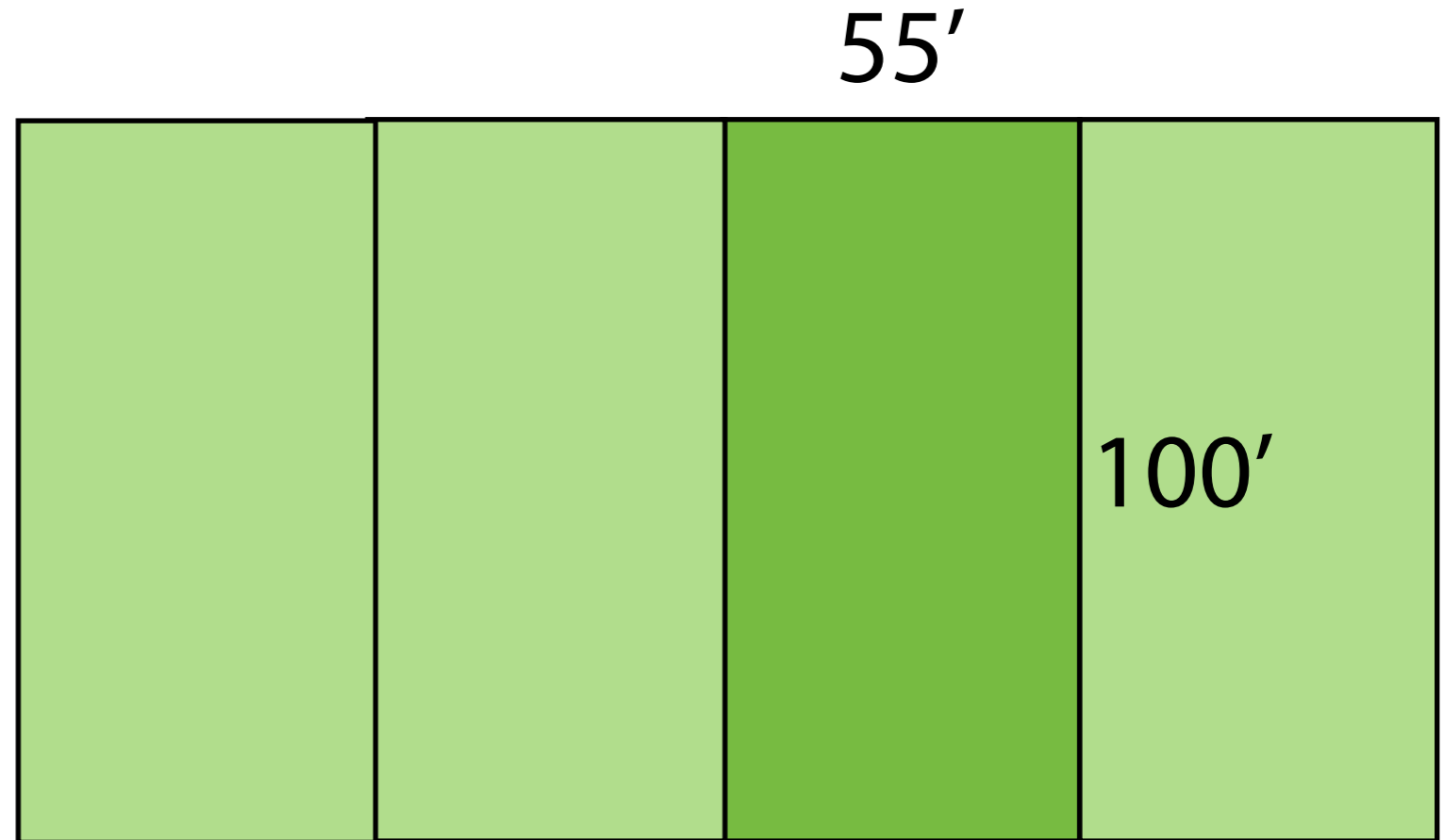
Typical Property within the Community Core is 55' x 100', or 5500 sqft area.



### What is the development potential?

In addition to local parking requirements, how do other components of Local Zoning and National Building Code impact the allowable density and viability of development?

### What are the opportunities?



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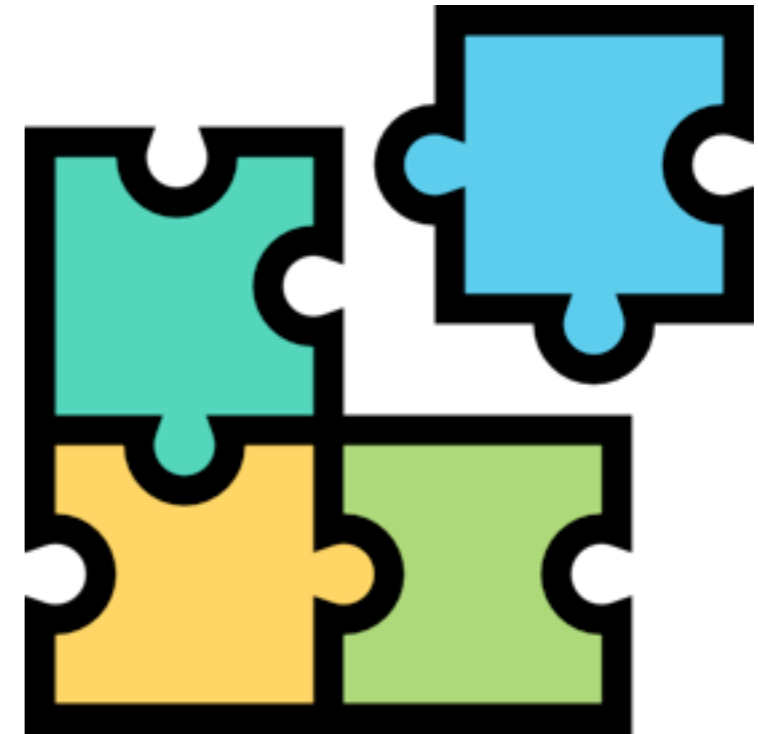
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## Approach :

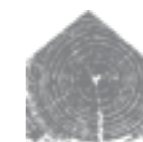
Code Review and Zoning Analysis with guidelines provided by the Ketchum Planning Department to objectively determine the maximum development potential. Five prototypes were developed.

## Zoning Considerations :

- **Minimum Parking Requirements**
- **Density Bonuses for Community Housing**
- Lot Sizes
- Allowed Uses
- Setbacks
- Maximum Height



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## Building Code, IBC 2012

### Underground Parking Car Ramp Requirements Egress & Life Safety

Construction Type

Building Use & Occupancy

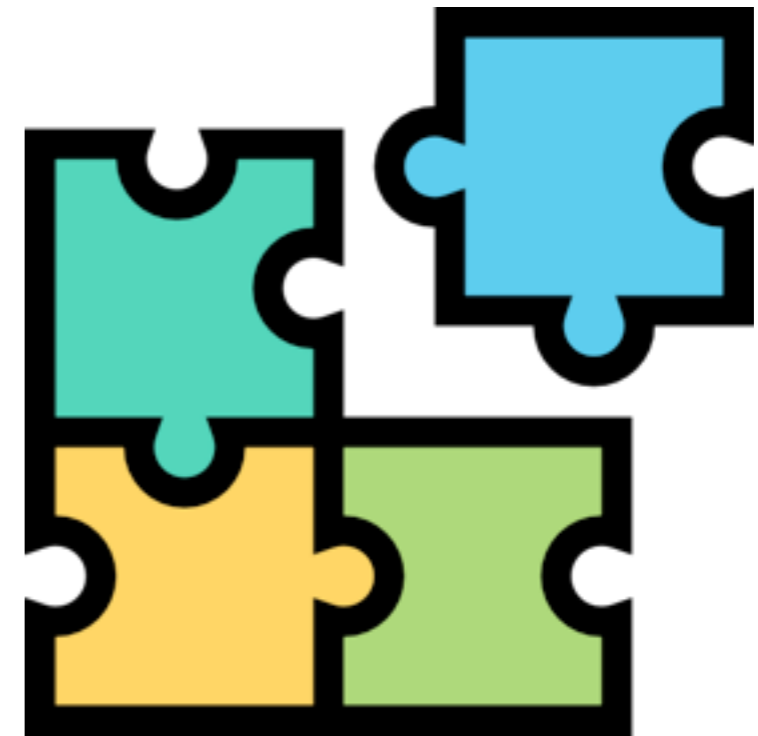
Allowed Footprint/Maximum Stories

Fire Sprinkler Requirements

Fire Rating for Exterior Walls & Allowed Adjacencies

Requirement of ADA Units

Requirement of ADA Parking Spaces



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# Existing

based on *cumulative sq.ft.* of each use

**residential** = 1 car/1500 sq.ft.

**commercial** = varies:

- 1 car/100 sq.ft. of assembly in restaurants
- 1 car/500 sq.ft. of retail



\* 4 on-street parking places are credited for commercial use, after 4 spaces provided on-site

0 parking req'd for CH



# Proposed

**residential** = based on ranges of sq.ft., parking spaces are required per unit

**commercial** = varies:

- 1 car/1000 sq.ft. generally
- all restaurants exempt
- first 5,500 sq.ft. of retail exempt

\*note: on-street parking credit remains available for developments providing on-site parking

0 parking req'd for ground level retail, up to 5,500 sq.ft., and restaurant

0 parking req'd for CH

0 parking req'd for small residential units

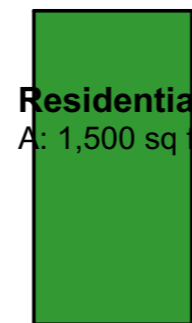
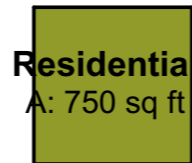
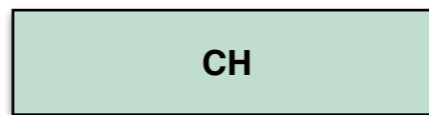
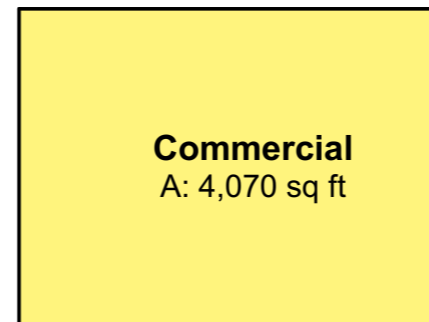
<750 sqft



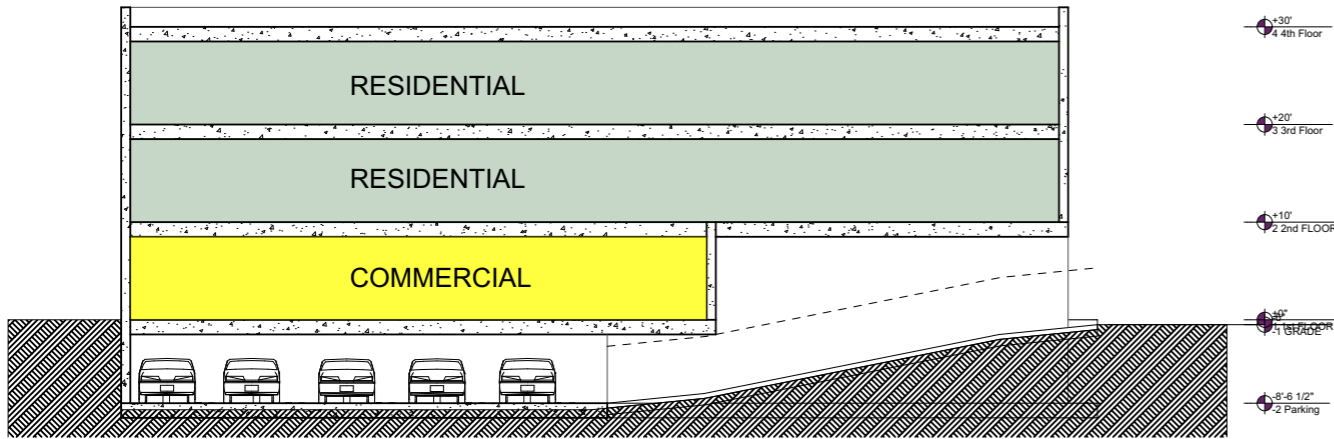
750-1500 sqft



1500+ sqft



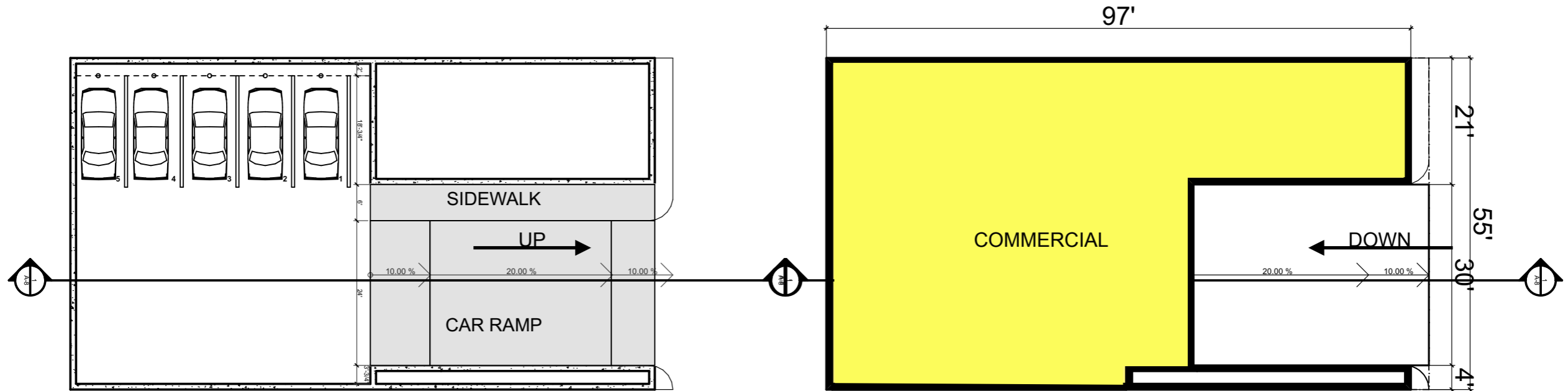
# Underground parking $\neq$ a solution for 1 lot



1 Building Section  
SCALE: 1/16" = 1'-0"

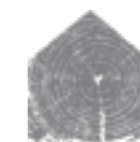


*\*based on minimum head heights allowed by code, trucks and vans do not fit!*



7 A significant amount of ground level developable area is lost

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**FAR ( Floor Area Ratio ) =**  
developable square footage  
(floor area) compared to square  
footage of lot

When Community Housing (CH) is included in development, or when CH is met by payment-in-lieu of construction, a significant density bonus is added to the FAR.

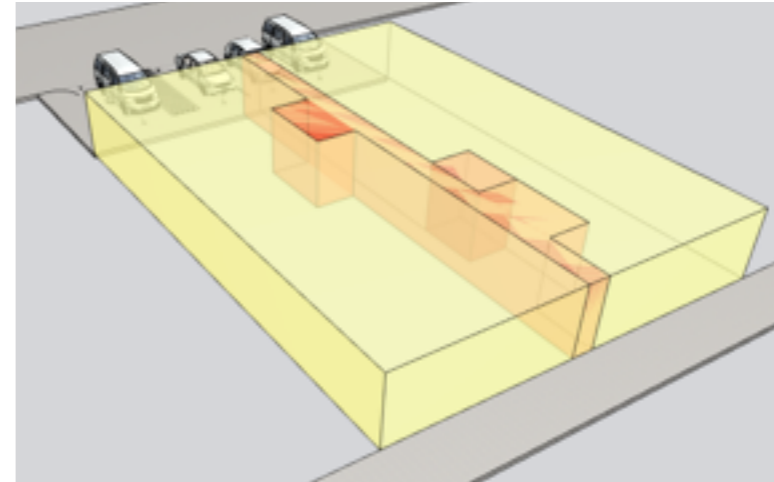
**Example:**

If a lot is 100' x 55' = 5500 sqft, including CH allows up to 12,375 sqft w/ an FAR of 2.25 to be developed

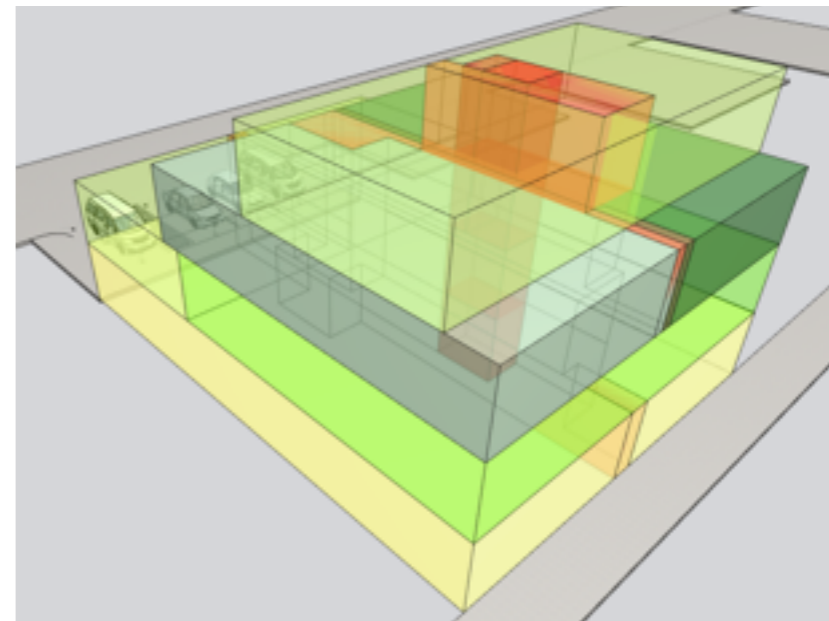
With an FAR of 2.25, 1375 sqft of CH is required, or a fee-in-lieu for 1,375 sq ft can be paid.

For the following development prototypes CH is included on site.

**FAR 1.0**



**FAR 2.25**

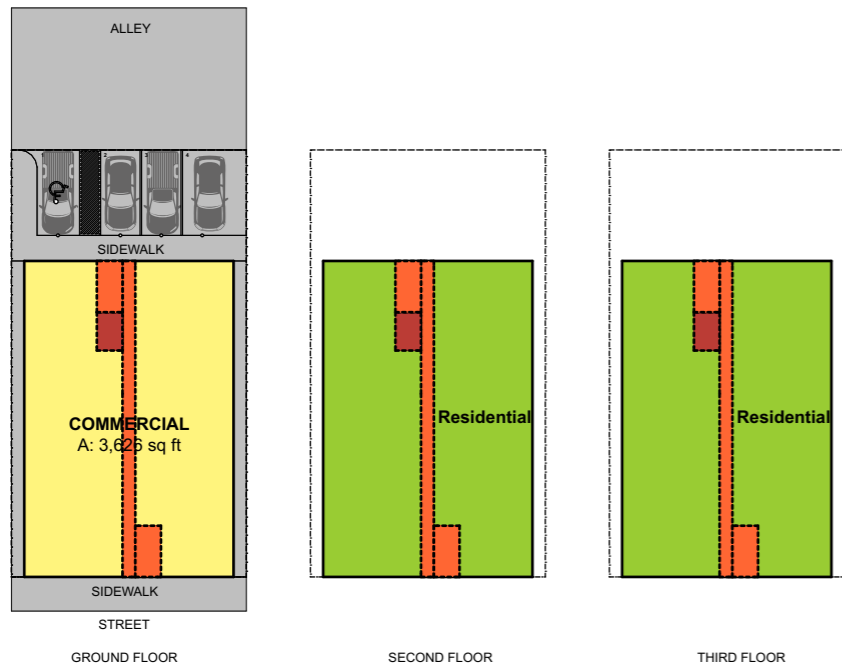


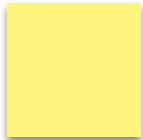

**City of Ketchum**



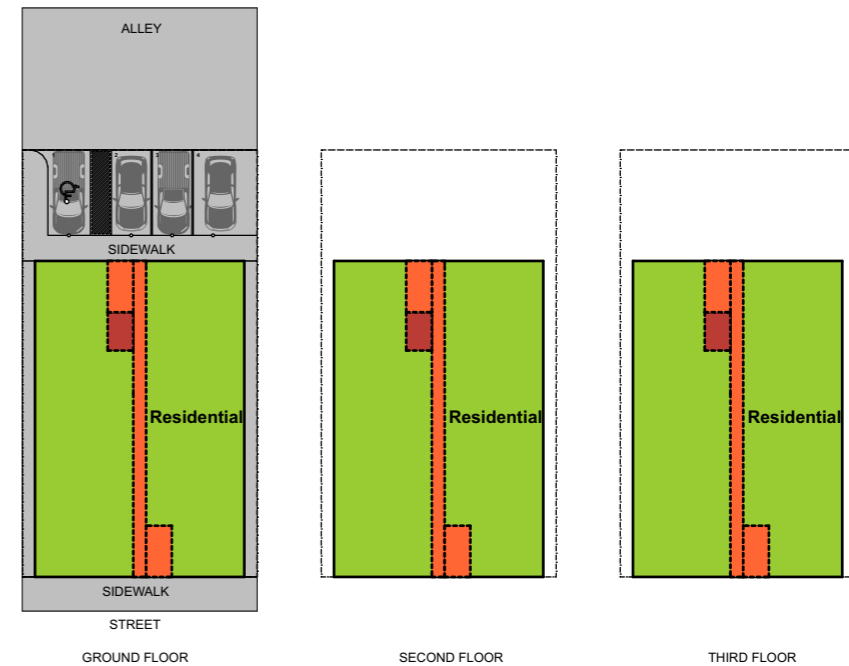
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**Mixed Use** defined by ground floor being 100% commercial and upper floors residential.



 = COMMERCIAL USE  
 = RESIDENTIAL USE

**Residential Only** = all units residential.

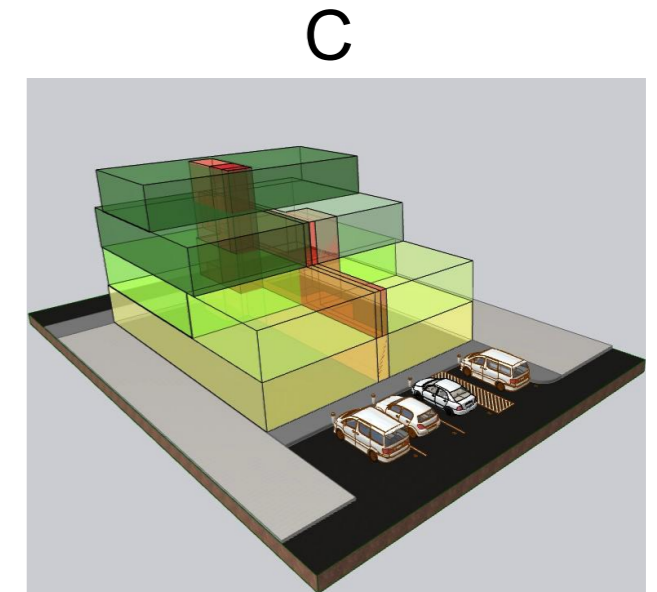
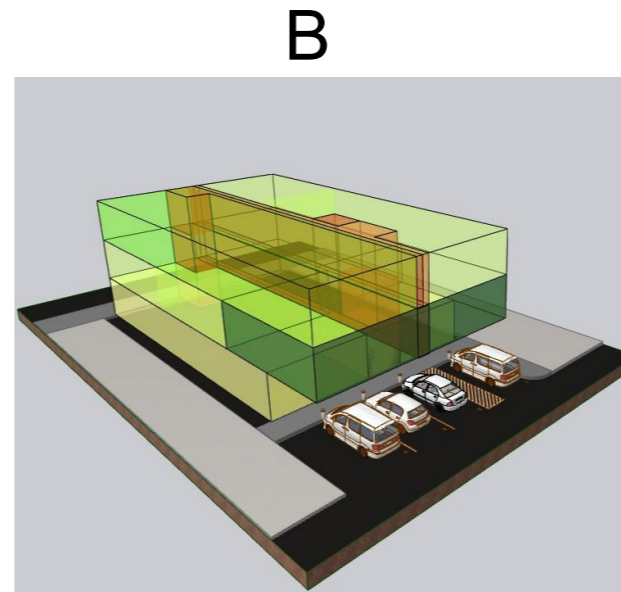
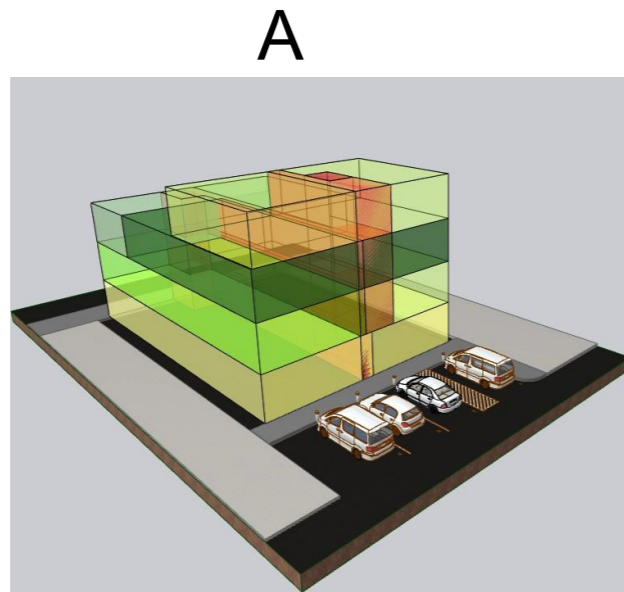


City of **Ketchum**

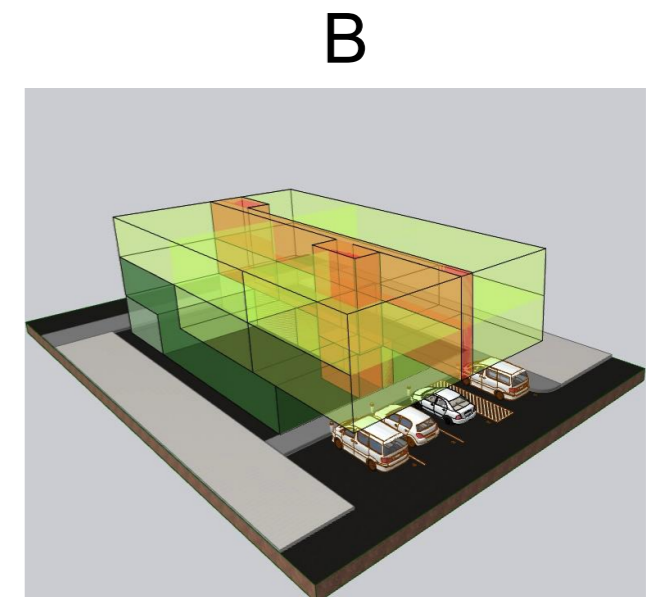
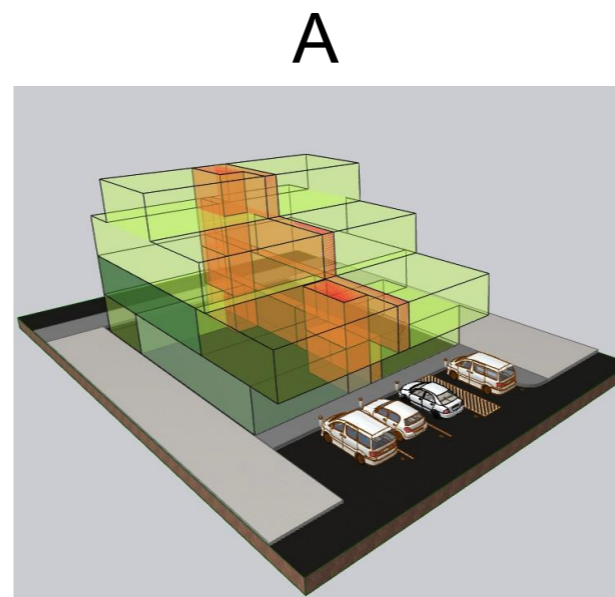
# Floor Area Ratio (FAR) Scenarios

All Scenarios are 2.25 FAR  
All Scenarios included the required 1,375 sq ft of CH on site.

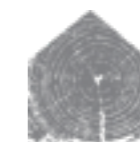
## MIXED USE OPTIONS



## RESIDENTIAL ONLY OPTIONS



*\*we did not consider all of the potential options, but considered options with different priorities, i.e. maximizing commercial sqft on the ground level or avoiding side setbacks, or maintaining a simple rectangular building vs. keeping the height low, all the while, maintaining the full build-out of 12,375 sqft to achieve the maximum FAR of 2.25*



# Mixed Use - Option A ( 12,375 sqft ) 2.25 FAR

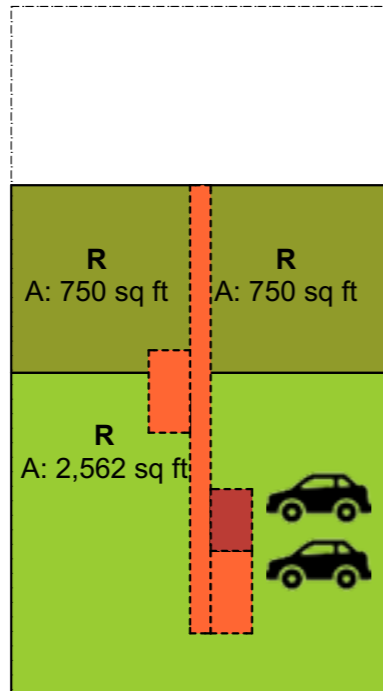
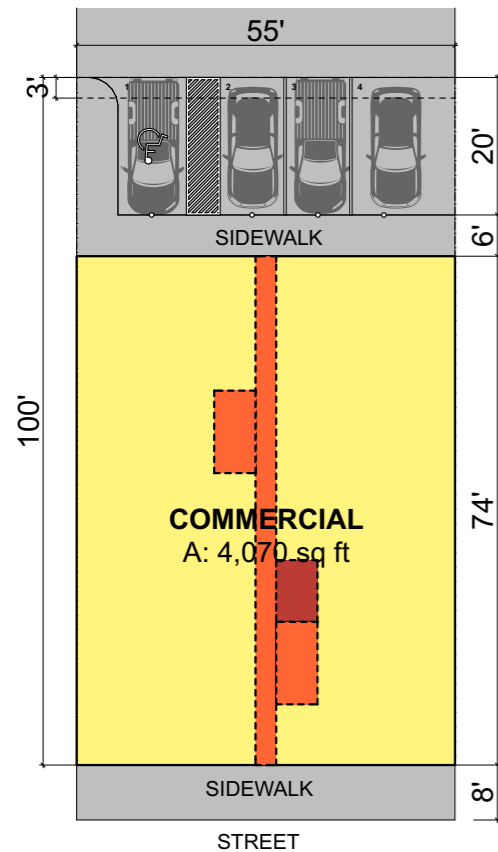
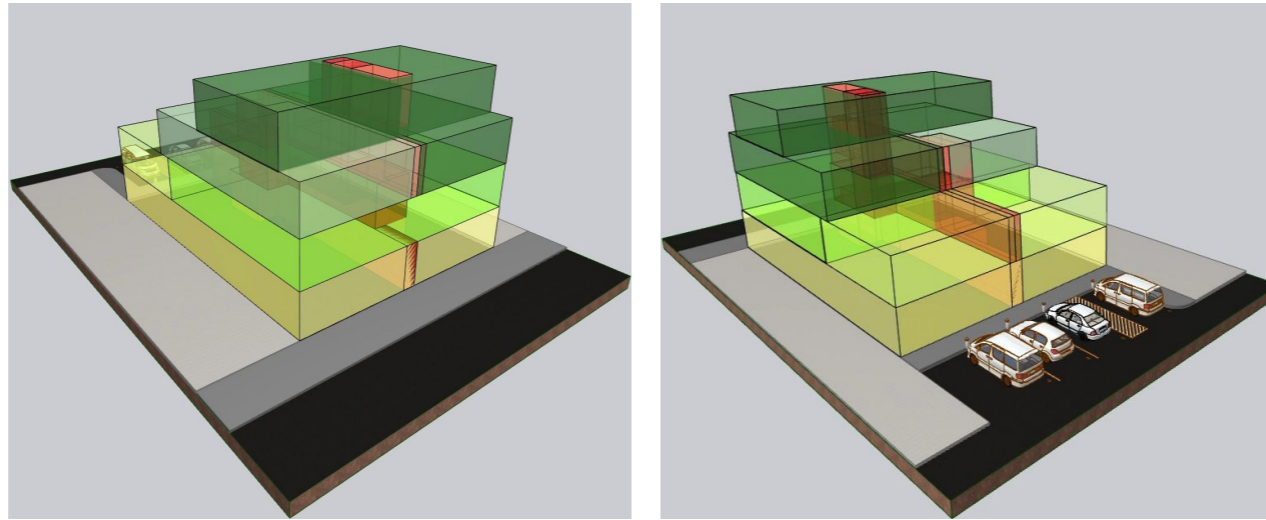
Community Core - Subdistrict A

Development Priority: Maximize commercial = no side setbacks

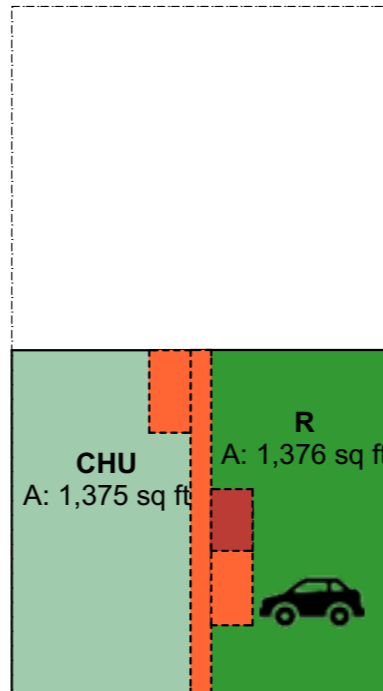
*\*all Mixed Use options require an elevator to reach ADA unit above ground floor*

*\*\*max of 4 units/floor by fire code*

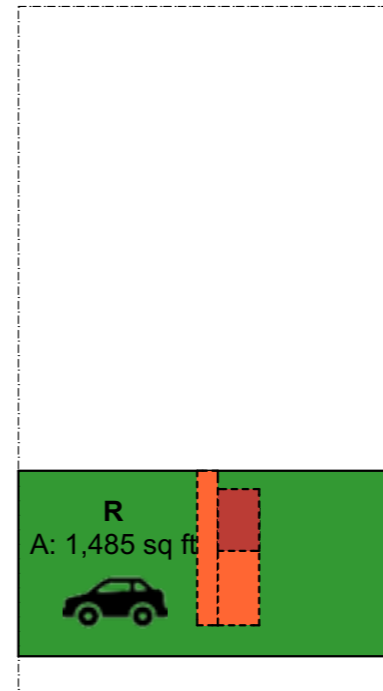
- 0 Parking : Residential, Under 750 sqft
- 1 Parking : Residential, 751 - 1500 sqft
- 2 Parking : Residential, 1501+ sqft
- 0 Parking : CHU 1,375 sqft
- Commercial
- Egress



SECOND FLOOR



THIRD FLOOR



FOURTH FLOOR

**Current On-Site Parking**  
Regs Require :  
13 total spaces, 9 after credit

**New On-Site Parking**  
Regs Require :  
4 spaces

# Mixed Use - Option B ( 12,375 sqft ) 2.25 FAR

Community Core - Subdistrict A

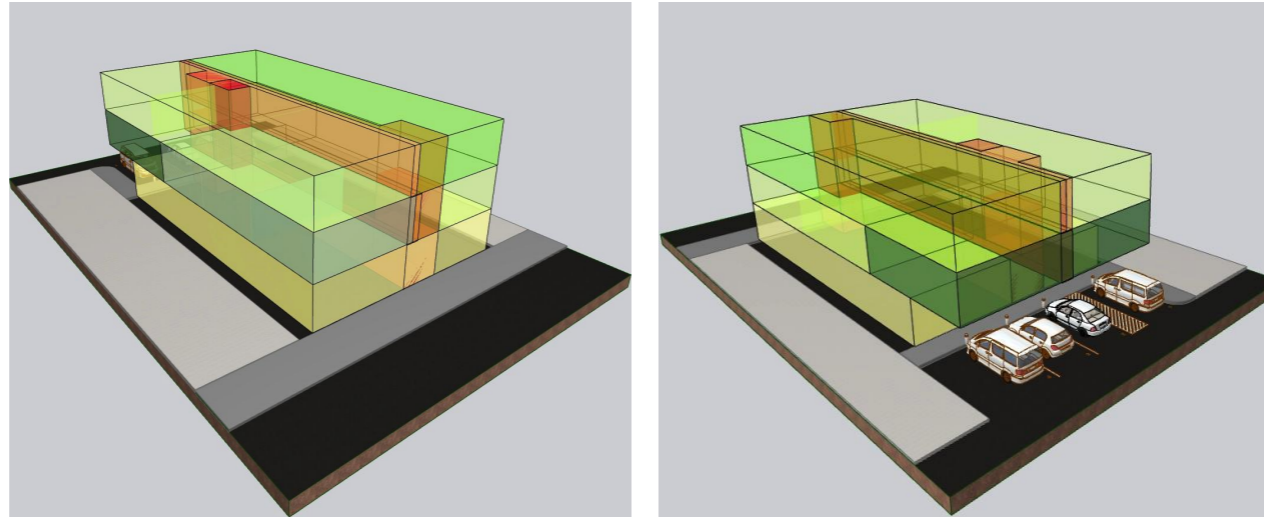
Development Priority = Maximize Residential, 3 stories only

*\*all Mixed Use options require an elevator to reach ADA unit above ground floor*

*\*\*requires 3' side setbacks per fire code*

*\*\*\*no limit on # of units/story*

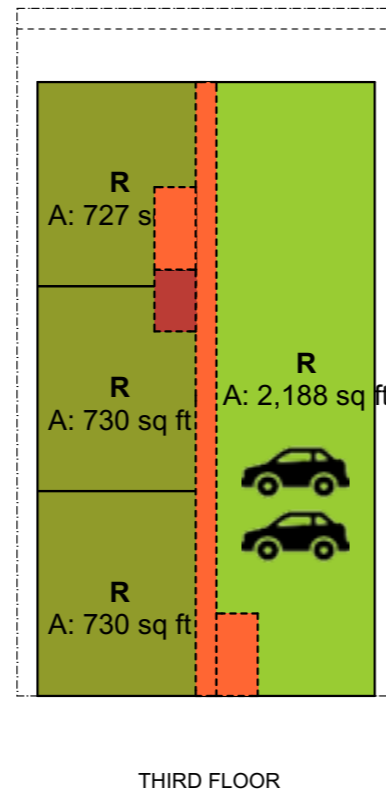
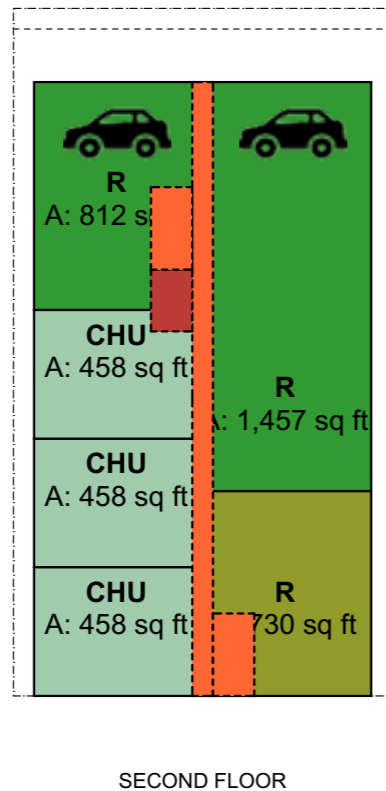
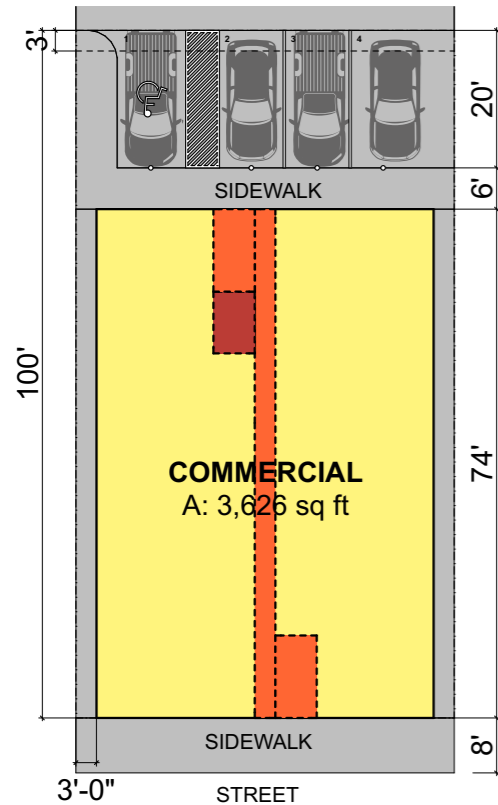
- 0 Parking : Residential, Under 750 sqft
- 1 Parking : Residential, 751 - 1500 sqft
- 2 Parking : Residential, 1501+ sqft
- 0 Parking : CHU 1,375 sqft
- Commercial
- Egress



Current On-Site Parking  
Regs Require :  
12 spaces  
After Credit : 8



New On-Site Parking  
Regs Require :  
4 spaces



# Mixed Use - Option C ( 12,375 sqft ) 2.25 FAR

*\*all Mixed Use options require an elevator to reach ADA unit above ground floor*

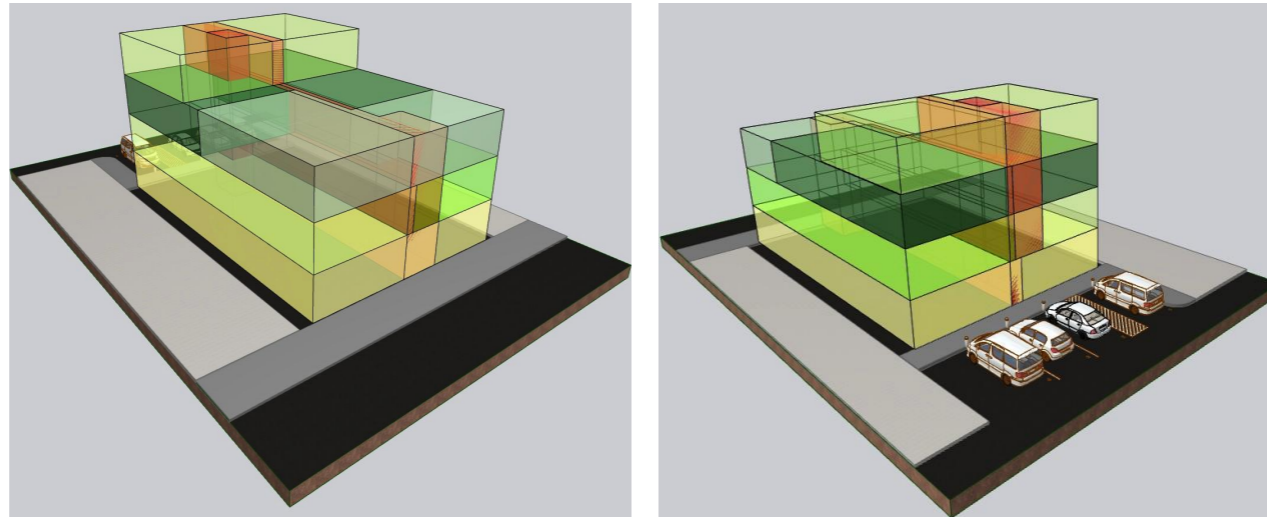
Community Core - Subdistrict A

Development Priority = Maximize Residential, maintain simple rectangle (no overhang over parking)

*\*\*requires 3' side setbacks per fire code*

*\*\*\*no limit on # of units/story*

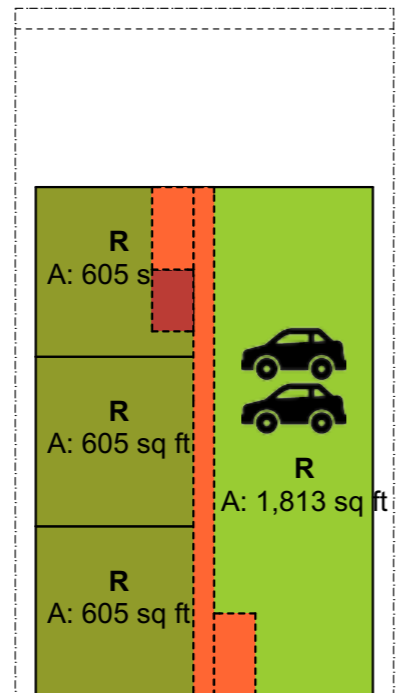
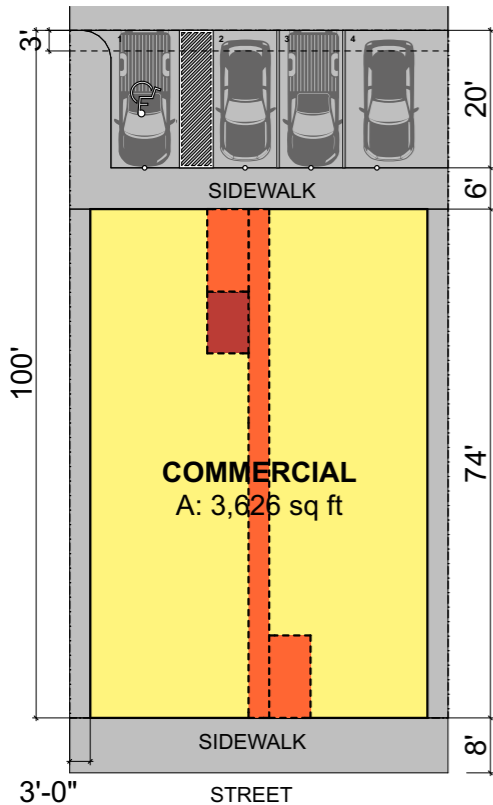
- 0 Parking : Residential, Under 750 sqft
- 1 Parking : Residential, 751 - 1500 sqft
- 2 Parking : Residential, 1501+ sqft
- 0 Parking : CHU 1,375 sqft
- Commercial
- Egress



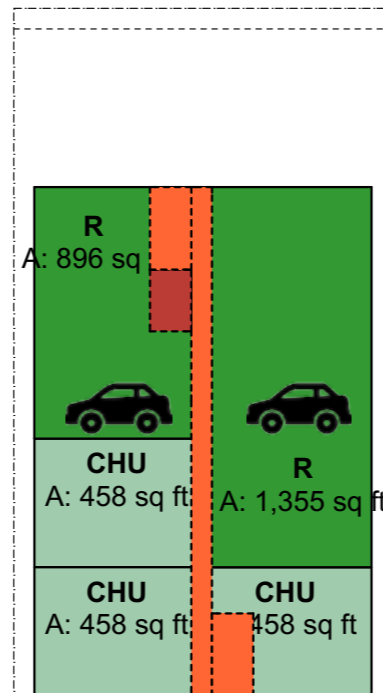
**Current on-Site Parking  
Regs Require :  
12 spaces  
After Credit : 8**



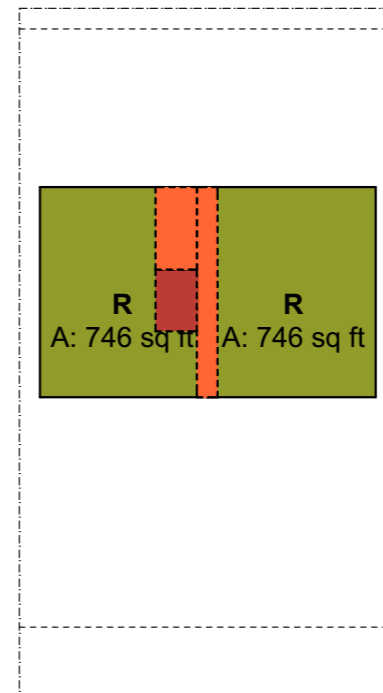
**New On-Site Parking  
Regs Require :  
4 spaces**



SECOND FLOOR



THIRD FLOOR



FOURTH FLOOR

# Residential Only- Option A ( 12,375 sqft ) 2.25 FAR

Community Core - Subdistrict C

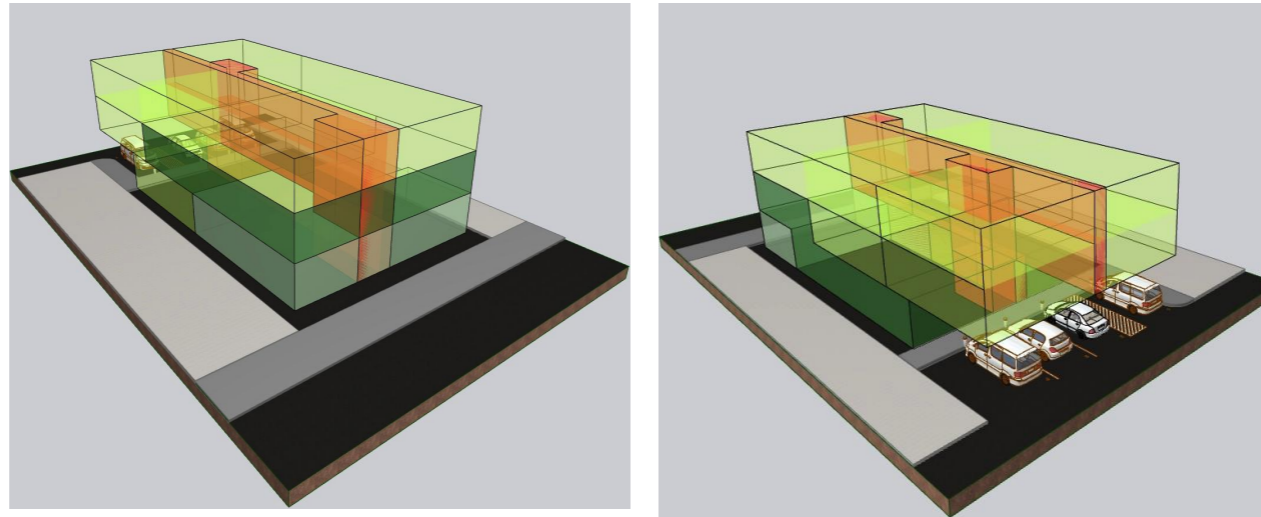
Development Priority = Maximize Residential

*\*Residential Only allows ADA unit on ground floor, no elevator required*

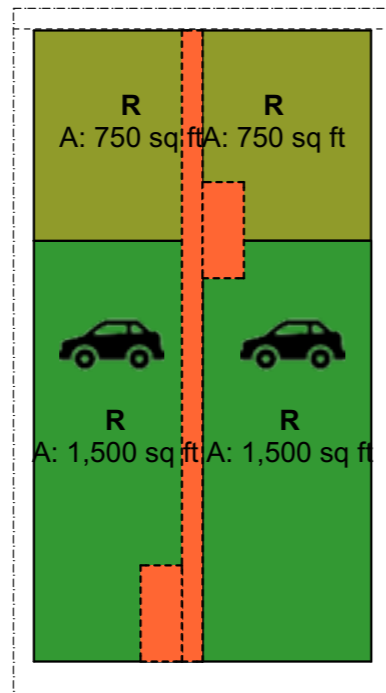
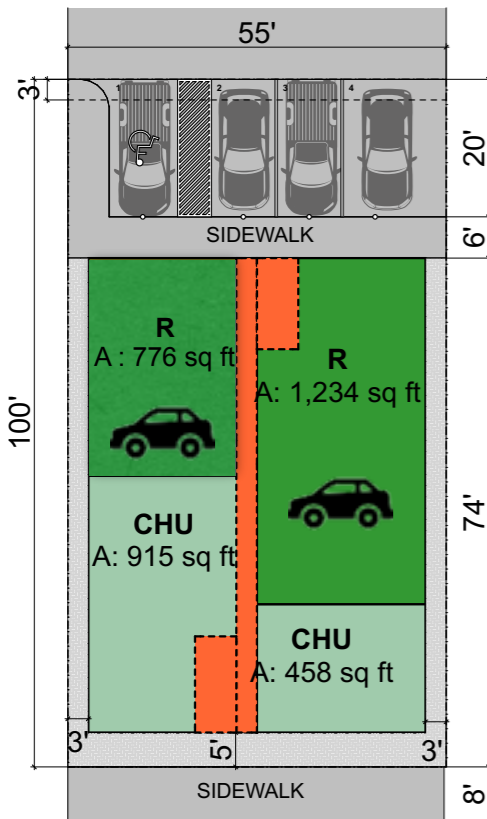
*\*\*requires 3' side setbacks per fire code*

*\*\*\*no limit on # of units/story*

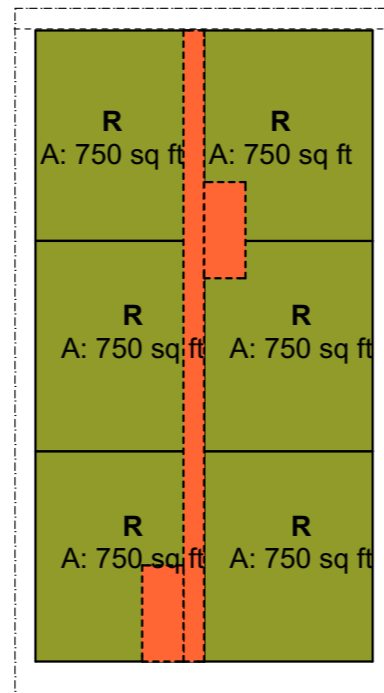
- 0 Parking : Residential, Under 750 sqft
- 1 Parking : Residential, 751 - 1500 sqft
- 2 Parking : Residential, 1501+ sqft
- 0 Parking : CHU 1,375 sqft
- Commercial
- Egress



**Current On-Site Parking**  
Regs Require :  
7 spaces



SECOND FLOOR



THIRD FLOOR

**New On-Site Parking**  
Regs Require :  
4 spaces

# Residential only - Option B ( 12,375 sqft ) 2.25 FAR

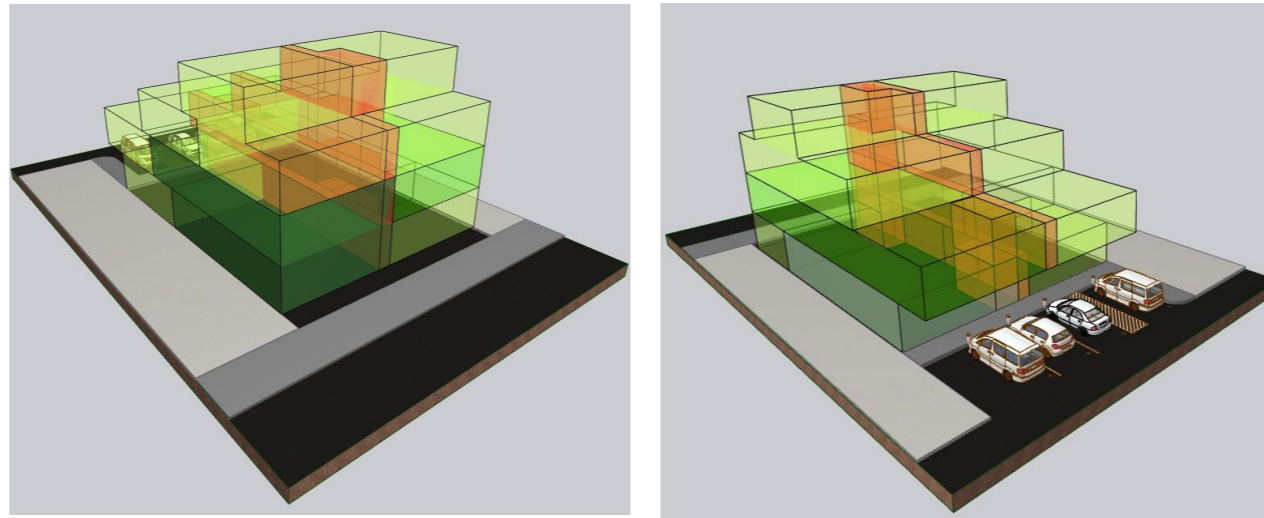
Community Core - Subdistrict C

Maximize Residential, with no side setbacks

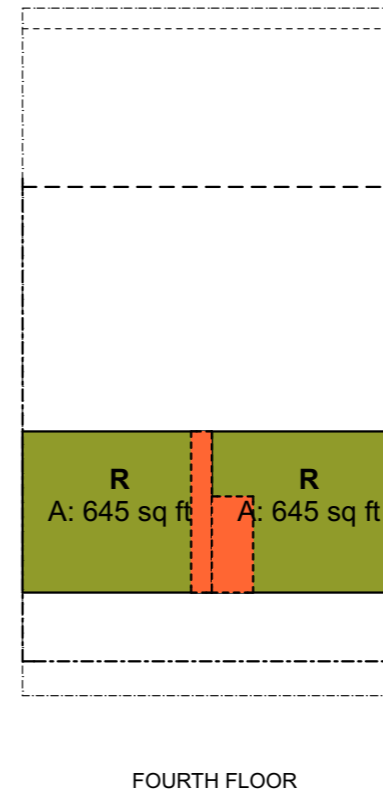
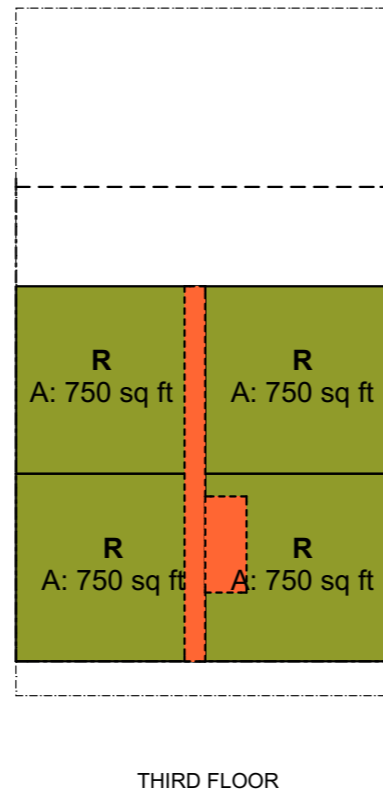
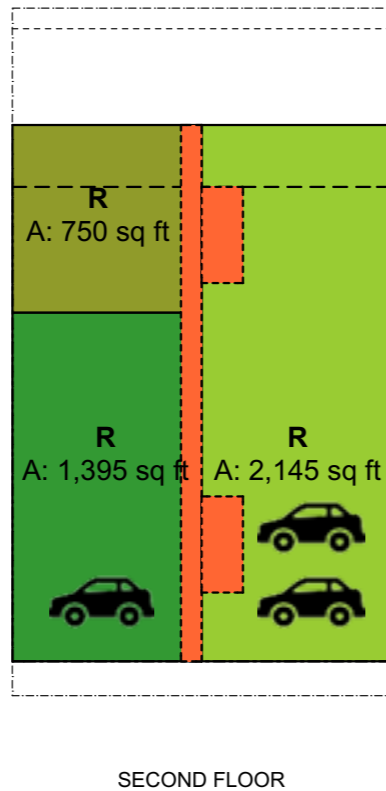
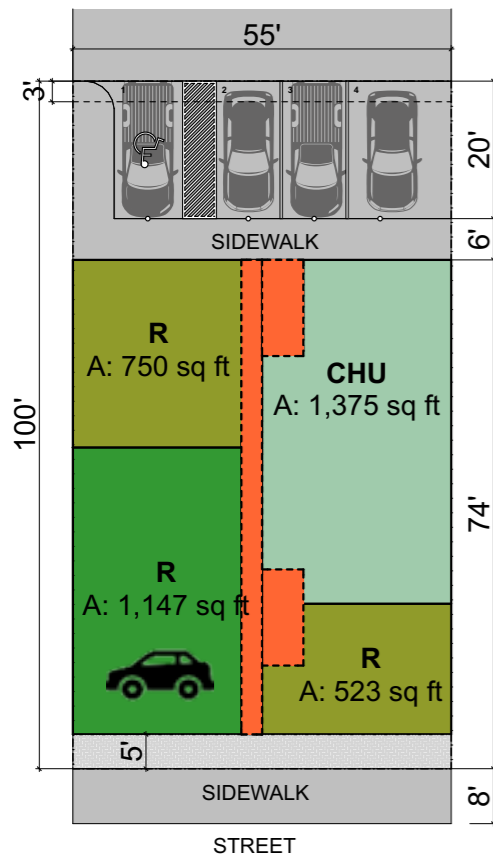
*\*Residential Only allows ADA unit on ground floor, no elevator required*

*\*\*max of 4 units/floor by fire code*

- 0 Parking : Residential, Under 750 sqft
- 1 Parking : Residential, 751 - 1500 sqft
- 2 Parking : Residential, 1501+ sqft
- 0 Parking : CHU 1,375 sqft
- Commercial
- Egress



*Current On-Site Parking  
Regs Require :  
7 spaces*



*New On-Site Parking  
Regs Require :  
4 spaces*

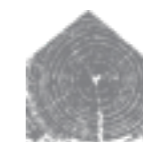


# Summary

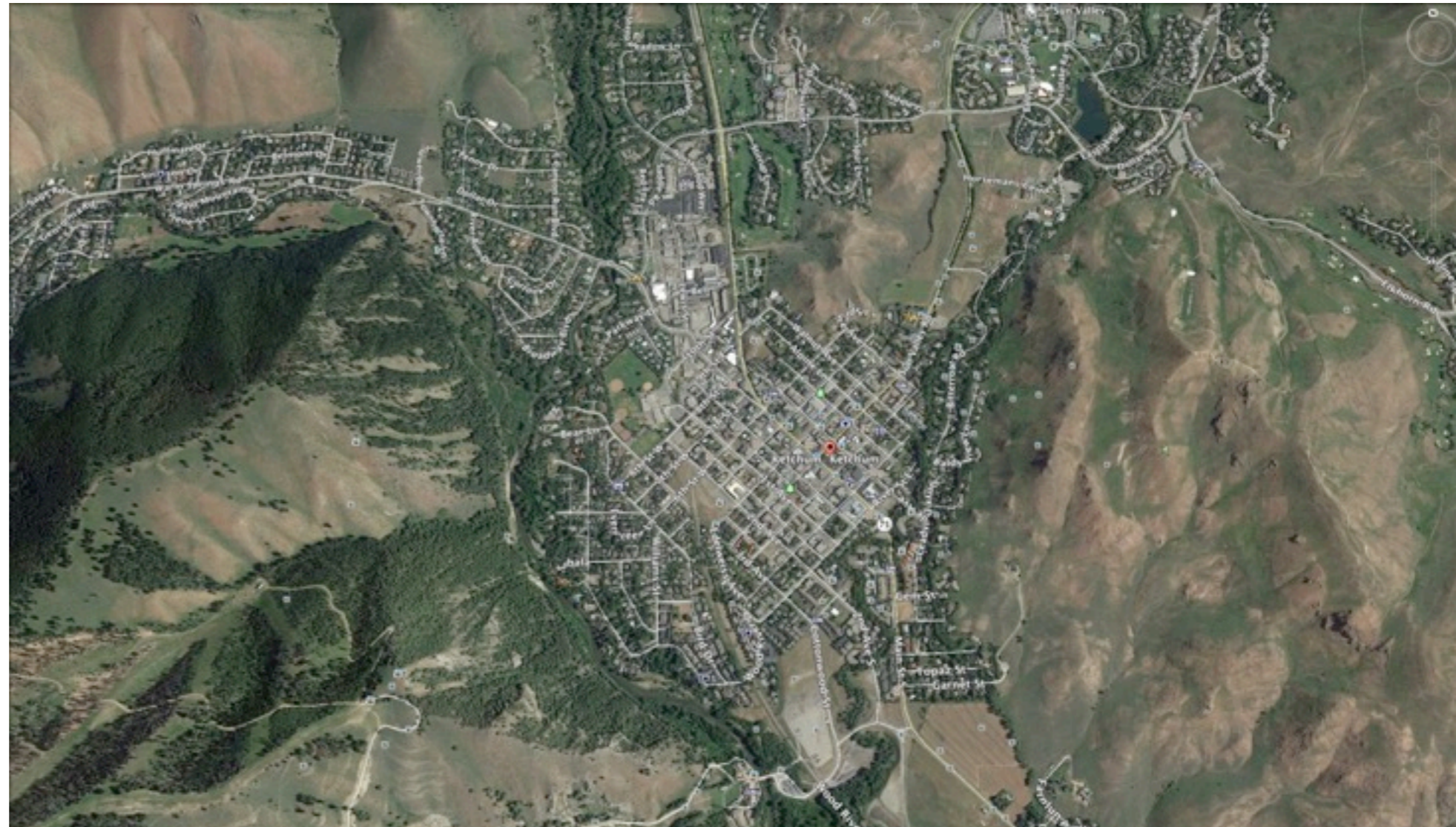
- Parking regulations do impact the density of development.
- The new parking regulations proposed by the City of Ketchum are less restrictive than the current parking regulations and enable full build-out of city lots.
- 5500 square foot lots are more developable under the proposed code.



City of **Ketchum**



LOVE | SCHACK  
ARCHITECTURE



## Contact

Lindsey Love & Lindsay Schack  
**Love Schack Architecture**  
offices in Bozeman, MT and Driggs, ID  
<http://loveschackarchitecture.com/>  
phone : 406.282.4277  
email : [info@loveschack.com](mailto:info@loveschack.com)

Thank you  
**City of Ketchum**



LOVE | SCHACK  
ARCHITECTURE

# Attachment E: Zone District Density Data

**DENSITY COMPARISON BY ZONE DISTRICT - CITY OF KETCHUM DEVELOPMENT**

| <b>Community Core</b>     | <b># of projects</b>                  | <b>Total # of units</b> | <b>Density</b>          |    |
|---------------------------|---------------------------------------|-------------------------|-------------------------|----|
|                           |                                       |                         | <i>Per Townsite Lot</i> |    |
| 100% Residential Projects | 5                                     | 55                      | <i>Average</i>          | 11 |
|                           | <i>*37 units came from 2 projects</i> |                         | <i>Median</i>           | 7  |

| Mixed Use Projects | # of projects | Total # of units | <b>Density</b>          |   |
|--------------------|---------------|------------------|-------------------------|---|
|                    |               |                  | <i>Per Townsite Lot</i> |   |
|                    | 6             | 42               | <i>Average</i>          | 4 |
|                    |               |                  | <i>Median</i>           | 4 |

| <b>Tourist</b> | <b># of projects</b> | <b>Total # of units</b> | <b>Density</b> |   |
|----------------|----------------------|-------------------------|----------------|---|
|                |                      |                         | <i>Per 10k</i> |   |
|                | 17                   | 420                     | <i>average</i> | 5 |
|                |                      |                         | <i>median</i>  | 5 |

| <b>T-3000</b> | <b># of projects</b> | <b>Total # of units</b> | <b>Density</b> |   |
|---------------|----------------------|-------------------------|----------------|---|
|               |                      |                         | <i>Per 10k</i> |   |
|               | 16                   | 140                     | <i>average</i> | 4 |
|               |                      |                         | <i>median</i>  | 4 |

| <b>GR-H</b> | <b># of projects</b>                 | <b>Total # of units</b> | <b>Density</b>  |   |
|-------------|--------------------------------------|-------------------------|-----------------|---|
|             |                                      |                         | <i>Per 10 K</i> |   |
|             | 11                                   | 172                     | <i>average</i>  | 4 |
|             | <i>*85 units came from 1 project</i> |                         | <i>median</i>   | 4 |

**Community Core - 100% Residential Projects**

| Project #                  | Year Approved | Lot Area | # of Units    | Density                 |
|----------------------------|---------------|----------|---------------|-------------------------|
|                            |               |          |               | <i>Per Townsite Lot</i> |
| Project 1                  | 2018          | 5500     | 20            | 20                      |
| Project 2                  | 2019          | 5500     | 17            | 17                      |
| Project 3                  | 2019          | 5500     | 7             | 7                       |
| Project 4                  | 2019          | 4125     | 4             | 5                       |
| Project 5                  | 2021          | 5500     | 7             | 7                       |
| <b>Totals and Averages</b> |               |          | <b>55</b>     | <b>11</b>               |
|                            |               |          | <i>median</i> | <i>7</i>                |

Community Core - Mixed Use Projects

| Project #                  | Year Approved | Lot Area | # of Units    | Density          |
|----------------------------|---------------|----------|---------------|------------------|
|                            |               |          |               | Per Townsite Lot |
| Project 1                  | 2018          | 5500     | 4             | 4                |
| Project 2                  | 2019          | 8250     | 4             | 3                |
| Project 3                  | 2020          | 5482     | 4             | 4                |
| Project 4                  | 2020          | 16,500   | 4             | 1                |
| Project 5                  | 2020          | 18,163   | 23            | 7                |
| Project 6                  | 2021          | 5,500    | 3             | 3                |
| <b>Totals and Averages</b> |               |          | <b>42</b>     | <b>4</b>         |
|                            |               |          | <i>median</i> | <b>4</b>         |

**Tourist**

|                            |            |          |               | Density  |
|----------------------------|------------|----------|---------------|----------|
|                            |            |          |               | Per 10K  |
| Project #                  | Year Built | Lot Area | # of Units    |          |
| Project 1                  | 1977       | 64782    | 32            | 5        |
| Project 2                  | 1981       | 20720    | 9             | 4        |
| Project 3                  | 1987       | 45708    | 9             | 2        |
| Project 4                  | 2003       | 54340    | 9             | 2        |
| Project 5                  | 1973       | 41491    | 27            | 7        |
| Project 6                  | 1970       | 40192    | 49            | 12       |
| Project 7                  | 1972       | 34880    | 28            | 8        |
| Project 8                  | 1972       | 123438   | 64            | 5        |
| Project 9                  | 1971       | 33000    | 20            | 6        |
| Project 10                 | 1978       | 16518    | 8             | 5        |
| Project 11                 | 1980       | 27639    | 12            | 4        |
| Project 12                 | 1980       | 75177    | 36            | 5        |
| Project 13                 | 2000       | 54014    | 27            | 5        |
| Project 14                 | 2007       | 286214   | 69            | 2        |
| Project 15                 | 2015       | 21885    | 9             | 4        |
| Project 16                 | 2018       | 15015    | 8             | 5        |
| Project 17                 | 2021       | 54,551   | 4             | 1        |
| <b>Totals and Averages</b> |            |          | <b>420</b>    | <b>5</b> |
|                            |            |          | <i>median</i> | <b>5</b> |

**Tourist - 3000**

|                            |               |          |            | Density  |
|----------------------------|---------------|----------|------------|----------|
| Project #                  | Year Approved | Lot Area | # of Units | Per 10k  |
| Project 1                  |               | 90740    | 30         | 3        |
| Project 2                  |               | 9979     | 3          | 3        |
| Project 3                  |               | 14795    | 10         | 7        |
| Project 4                  |               | 9979     | 4          | 4        |
| Project 5                  |               | 14026    | 10         | 7        |
| Project 6                  |               | 21124    | 7          | 3        |
| Project 7                  |               | 14647    | 7          | 5        |
| Project 8                  |               | 29923    | 14         | 5        |
| Project 9                  |               | 42906    | 20         | 5        |
| Project 10                 |               | 25421    | 11         | 4        |
| Project 11                 |               | 7839     | 3          | 4        |
| Project 12                 |               | 9979     | 4          | 4        |
| Project 13                 |               | 9979     | 3          | 3        |
| Project 14                 |               | 9905     | 3          | 3        |
| Project 15                 |               | 20000    | 6          | 3        |
| Project 16                 |               | 10005    | 5          | 5        |
| <b>Totals and Averages</b> |               |          | <b>140</b> | <b>4</b> |
|                            |               |          | median     | 4        |



**Tourist - 4000**

|                            |               |          |               | Density  |
|----------------------------|---------------|----------|---------------|----------|
| Project #                  | Year Approved | Lot Area | # of Units    | Per 10k  |
| Project 1                  |               | 14204    | 1             | 1        |
| Project 2                  |               | 13952    | 1             | 1        |
| Project 3                  |               | 13120    | 1             | 1        |
| Project 4                  |               | 12880    | 1             | 1        |
| Project 5                  |               | 12513    | 1             | 1        |
| Project 6                  |               | 21882    | 1             | 2        |
| Project 7                  |               | 11807    | 1             | 1        |
| Project 8                  |               | 10778    | 1             | 1        |
| Project 9                  |               | 14137    | 1             | 1        |
| Project 10                 |               | 12828    | 1             | 1        |
| Project 11                 |               | 13958    | 1             | 1        |
| Project 12                 |               | 19315    | 1             | 2        |
| Project 13                 |               | 44833    | 5             | 1        |
| Project 14                 |               | 6422     | 1             | 1        |
| Project 15                 |               | 8439     | 1             | 1        |
| <b>Totals and Averages</b> |               |          | <b>19</b>     | <b>1</b> |
|                            |               |          | <b>median</b> | <b>1</b> |

**General Residential - High Density**

| <b>General Residential - High Density</b> |                   |                 |                   | <b>Density</b> |
|---|-------------------|-----------------|-------------------|----------------|
|   |                   |                 |                   | <i>Per 10k</i> |
| <b>Project #</b>                          | <b>Year Built</b> | <b>Lot Area</b> | <b># of Units</b> |                |
| Project 1                                 | 1971              | 17614           | 11                | 6              |
| Project 2                                 | 1975              | 206310          | 85                | 4              |
| Project 3                                 | 1979              | 24464           | 14                | 6              |
| Project 4                                 | 1994              | 19000           | 9                 | 5              |
| Project 5                                 | 1997              | 16604           | 8                 | 5              |
| Project 6                                 | 2001              | 18640           | 8                 | 4              |
| Project 7                                 | 2008              | 32936           | 11                | 3              |
| Project 8                                 | 2019              | 9078            | 2                 | 2              |
| Project 9                                 | 2021              | 18,130          | 4                 | 2              |
| Project 10                                | 2008              | 60540           | 10                | 2              |
| Project 11                                | 2020              | 47,338          | 10                | 2              |
| <b>Totals and Averages</b>                |                   |                 | <b>172</b>        | <b>4</b>       |
|   |                   |                 | <i>median</i>     | <b>4</b>       |

# Attachment F: Mixed Use Development Scenarios

**MIXED USE DEVELOPMENT SCENARIOS**

|               |               |
|---------------|---------------|
| Zone District | CC            |
| Lot Size      | 5,500         |
| FAR 2.25      | 12,375        |
| 1st Floor     | 1,430         |
|               | 3,795         |
| 2nd Floor     | 4,290         |
| 3rd Floor     | 4,290         |
| <b>Dev SF</b> | <b>12,375</b> |

*parking*  
*\*Assume 5 ft front setback, 3 ft rear setback*

|               |               |
|---------------|---------------|
| Zone District | CC            |
| Lot Size      | 11,000        |
| FAR 2.25      | 24,750        |
| 1st Floor     | 1,360         |
|               | 8,862         |
| 2nd Floor     | 7,944         |
| 3rd Floor     | 7,944         |
| <b>Dev SF</b> | <b>24,750</b> |

*parking ramp*  
*\*Assume parking ramp, 3 ft rear setback and 5ft front setback*

|                    | 30%   | 60%   | 80%   |                                       |
|--------------------|-------|-------|-------|---------------------------------------|
| <b>Commercial</b>  | 3,713 | 7,425 | 9,900 |                                       |
| Net                | 3,156 | 6,311 | 8,415 | <i>*15% reduction for common area</i> |
| <b>CH</b>          | 1,169 | 1,169 | 1,169 |                                       |
| <b>Residential</b> | 7,494 | 3,781 | 1,306 |                                       |
| Net                | 6,370 | 3,214 | 1,110 | <i>*15% reduction for common area</i> |
| # of units         | 5     | 3     | 1     | <i>*Average of 1200 SF</i>            |

|                    | 30%    | 60%    | 80%    |                                       |
|--------------------|--------|--------|--------|---------------------------------------|
| <b>Commercial</b>  | 7,425  | 14,850 | 19,800 |                                       |
| Net                | 6,311  | 12,623 | 16,830 | <i>*15% reduction for common area</i> |
| <b>CH</b>          | 2,338  | 1,169  | 1,169  |                                       |
| <b>Residential</b> | 14,988 | 8,731  | 3,781  |                                       |
| Net                | 12,739 | 7,422  | 3,214  | <i>*15% reduction for common area</i> |
| # of units         | 11     | 6      | 3      | <i>*Average of 1200 SF</i>            |

**Attachment G:**  
**Comprehensive Plan Zone**  
**District Comparison**

## CITY OF KETCHUM ZONE DISTRICT - FUTURE LAND USE COMPARISON

| ZONE DISTRICT | GENERAL AREA/NEIGHBORHOOD                     | COMP PLAN DESIGNATION      |
|---------------|---|----------------------------|
|               |   |                            |
| CC-1          | Sun Valley Rd/Main Street/4th Street          | Retail Core                |
| CC-2          | Downtown                                      | Mixed Use Commercial       |
|               |   |                            |
| T             | South of Downtown                             | Commercial/Employment      |
|               | Warm Springs - Skiway Dr/Picabo               | Commercial/Employment      |
|               |   |                            |
|               | Saddle Rd                                     | High Density Residential   |
|               |   |                            |
| T-3000        | Warm Springs - Jane/Ritchie/Picabo            | Medium Density Residential |
| T-4000        | Warm Springs - Lloyd Ct and west              | High Density Residential   |
|               |   |                            |
| GR-H          | Pinewood                                      | High Density Residential   |
|               | West Ketchum - Bird Dr                        | High Density Residential   |
|               |   |                            |
| GR-L          | Warm Springs - Sage Rd                        | Low Density Residential    |
|               | Warm Springs - Irene and Bald Mtn             | Low Density Residential    |
|               | Warm Springs - Wanderers                      | Low Density Residential    |
|               | Warm Springs - Flower                         | Medium Density Residential |
|               | West Ketchum                                  | Medium Density Residential |
|               | Red Fox Ln                                    | Medium Density Residential |
|               | Warm Springs - Four Seasons                   | High Density Residential   |
|               |   |                            |
| LR            | Warm Springs - N of Warm Springs Rd           | Low Density Residential    |
|               | Warm Springs - S of Warm Springs Rd/River Run | Low Density Residential    |
|               | Gem Streets                                   | Low Density Residential    |
|               | Spur Lane                                     | Low Density Residential    |
|               | Mortgage Row                                  | Medium Density Residential |
|               |   |                            |
| LR-1          | Mortgage Row                                  | Medium Density Residential |
|               |   |                            |
| LR-2          | Beaver Springs and North                      | Residential Transition     |
|               |   |                            |
| STO-1         | Bigwood                                       | Low Density Residential    |
| STO-4         | Bigwood                                       | Low Density Residential    |
| STO-H         | Bigwood                                       | Low Density Residential    |
|               |   |                            |
| LI            | Lewis Street                                  | Mixed Use Industrial       |
| LI-2          | Northwood Way S of Saddle Rd                  | Mixed Use Industrial       |
| LI-3          | 9th and 10th Stree N of CC district           | Mixed Use Industrial       |

# Attachment H: Public Comment

**From:** [linda](#)  
**To:** [Participate](#)  
**Subject:** Commercial Core crisis  
**Date:** Tuesday, February 15, 2022 12:51:36 PM

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To the Mayor and City Council members,

When I moved to Ketchum in 1979, there were 3 gas stations, a bunch of bars, a few banks on Main Street and some small restaurants. It was a one stoplight town. Everyone had to go to Twin to buy light bulbs or get underwear. I am afraid this will happen again due to the lack of commercial and office space in the CC area. All of the new buildings going up are pre-leased. According to the commercial brokers in town, the average price per square foot now is \$2.00. My landlord came in and told me that my rent has to go up to match that norm. I own the Vault, a high-end consignment store and I have a 3,800 sq ft space. Rico's Pizza building is for lease right now at \$9,000 a month plus pass throughs. No one has rented that space for the simple reason; they can't afford it. A person who works to pay the bills and support a family, can't make money at that high a price in this town.

What I foresee happening is that we will have a lot of little shops and no quality stores. If the vibrancy is going to be supplied by the affordable housing units in town, stores will need to cater to that market. The charming little stores that make our town so wonderful will be gone.

I am lucky my lease has a 3% cap per year on it. The building is changing hands now and after my lease is up, I don't know where I can go in Ketchum that will be affordable. Maybe the Mayor and City officials will decide to put affordable commercial buildings in the residential area. That makes just as much sense as affordable housing in the CC area.

You will need to be careful about the future of business in our little town. Just like the housing market, supply and demand are driving the prices up right now. It will be the same for commercial space as well. You want to be careful that we don't go back to all gas stations and T shirt shops.

I have been watching the alarming number of businesses that are closing their doors. Please pay attention to this and go visit the business owners in town to get their opinions. It would be ironic if we have lots of affordable housing units in the CC and no jobs.

Respectfully yours,

Linda Badell



Mayor Bradshaw  
Retail space in Ketchum  
Let's think about this

Hi Neil,

I currently have a business located in the 'Perry's' building, Changes Hair Studio. I am one of 12 tenants located in this business/retail space.

As you are well aware, this building has been purchased by developers and is soon to be demolished. The owners are certainly nice people and have the right to develop their property as they wish.

They have appealed to the public as 'doing good for the community by providing workforce housing'. It is my understanding that the total number of 'workforce housing' units they are planning, is 2, out of possibly 10 or 12 maybe.

Meanwhile, 12 established and essential businesses are being forced out. Many peoples lives disrupted, for the monetary gain of a few already wealthy individuals, I might add. Perry's alone has at least 10 employees that will be out of work.

This is not my first encounter with this situation. My last hair studio was located in Trail Creek Village, 'the Hole', and we all know the status of that project...being forced to move out of retail space, for a project that has not materialized, and now facing another eviction out of retail space, to make room for high end condos that will likely be second homes, is beyond frustrating. It might be easier to face if there were retail spaces available to move in to in town.

It is difficult to be faced with having to be relocating my business(again) with literally no place to go. It seems that some of these businesses will be forced to move down valley, just like the working class workers living situation.

If approvals for these huge projects are ridding the community of affordable retail space, then retail space(affordable please, just like workforce housing) needs to be added to these projects. Of course what retail space if any, that are planned, (which the owners say is optional)will be high end retail and therefore not affordable to most of us being forced out, but I guess raising rates is the answer to that problem...

Not only is the housing crisis 'a thing', but so is affordable retail space, which seems to be dwindling with every crane that rolls into town.

Thanks for listening.

Lisa Eckley- Changes Hair Studio

These tenants with businesses in the Perry's building are in total agreement with this situation.



Marco Romero Computer Services



Pioneer Associates Real Estate Brokers



Black Fly College Counseling

Atlas Tax Service



Aurora's General Sewing & Alterations



Bodies By Science

Core Spinal Fitness



Thia Konig Photography

Photos Do Not Bend Gallery



Plummer Video Productions

The Wax Room

KDPI Radio

Josh Pate Screen Writer

Probably cannot include Scott's Frame And Mat and Perry's Restaurant, since they sold the building. However, I know that Perry's would love to sell the business BUT there is nowhere to move the restaurant....

I will add myself to this letter for sure, I have been on this building since 2002, I created a business here and a life for me and my family (3 kids, 4 dogs, 1 bunny, 4 oxilados and a snake) and now I feel so frustrated and stress because I will need to move my office (retail and services) but the worst thing is that is not even any places to go, the whole town it is becoming a little Park City or little Beverly Hills, so expensive to run a business without mentioning affordable places to live for locals and workers, many businesses are being affected and I love money and nothing against PROGRESS but at the same time what is going to happened in town, it will be a bunch of empty retail places and penthouses that only millionaires will be able to afford ??? What can we do???? Raise or fees ??? We need some help from the city, some guidelines, some boundaries for all these rich investors that come to town and take it all. I can not afford to move, I can not afford to stop working, I have many mouths to feed including mortgage in my house, car payments etc etc. Please Mayor give us some light, some light at the of this capitalism tunnel.

Marco Romero

Owner of Marco Romero Computer Services, LLC since 2002

Cell 208-720-3777

A handwritten signature in blue ink, appearing to read "Marco Romero". The signature is stylized with a large, sweeping initial "M" and a long horizontal line underneath.

**From:** [nicole@mediciarchitects.com](mailto:nicole@mediciarchitects.com)  
**To:** [Participate](#)  
**Subject:** Density and Vibrancy P+Z emergency ordinance  
**Date:** Thursday, February 17, 2022 12:32:03 PM

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Good Afternoon,

What a great discussion at the special P+Z meeting Tuesday night. I would like to touch on the emergency measures you are looking to pass in the CC zone. I agree wholeheartedly with Commissioner Moczygemba's remarks on the matter, that an emergency ordinance is not necessary. The concepts you are aiming for are important, but specific goals must be addressed, not vague concepts that provide zero direction to landowners and architects for development requirements. I would also disagree that the CUP process does not put any additional hardship on a developer. A developer must be extremely invested in the project with architectural drawings to get a project to a point where one can even submit for a CUP review. Specific, concrete requirements are needed to guide the development community. If an architect and developer can't start a project from the beginning with solid parameters, it would be foolish to start at all.

The emergency ordinance would be detrimental to the projects that are currently in design phases and also in the Construction Document production phase that have been designed following the current City of Ketchum zoning requirements. Developers that have invested time and fees will now be punished for it if this emergency ordinance went into place now, or in the very near future. It is a given that some of those projects will abandon ship. If it is feedback you are looking for, you will not get it with a self-imposed moratorium. It is extremely unfair to burden these projects with new zoning regulations at the last minute, as tens and tens of thousands of dollars have already been spent to get these projects to a certain point. It feels like targeting, and maybe it is.

I also heard very little about the parking requirements during the meeting; these go hand in hand with increased number of units. Also, please be aware of Accessibility requirements for buildings that must follow the International Building Code requirements. With certain unit counts, ADA required parking is triggered as well as Accessibility requirements, which might preclude specific unit sizes. Also, how would increased unit count pertain to the City of Ketchum parking and FAR regulations?

I understand the Commission wants to be a part of the conversation around the program of the building, but the Commission needs a collective stance instead of a gut reaction. I would advocate that the staff analyze recent projects, and make sure what you are asking for is feasible in reality and implement the analyzed findings as a long-term planning solution.

I would also suggest the Commission also look at long-term solutions outside the CC zone, as I believe there is a lot of opportunity with different types of housing stock that could be built outside the Ketchum Community Core. In addition, I believe the problem is not only a lack of entry-level housing; but with those that would like to move up from entry-level housing, which could open up housing opportunities for others.

Thanks,

Nicole Ramey  
**Principal Architect, AIA**  
208.726.0194 ext. 212 | Office  
208.721.0194 | Mobile  
[nicole@mediciarchitects.com](mailto:nicole@mediciarchitects.com)

## **MEDICI ARCHITECTS**

### **Idaho**

PO Box 6156  
200 West River Street, Suite 301  
Ketchum, Idaho 83340

### **Washington**

11711 SE 8<sup>th</sup> Street, Suite 100  
Bellevue, WA 98005

[Website](#) | [Houzz](#) | [Facebook](#)

**From:** [Tom Drougas](#)  
**To:** [Abby Rivin](#)  
**Cc:** [Suzanne Frick](#); [Neil Bradshaw](#); [Bob Crosby](#)  
**Subject:** Follow-up to our conversation  
**Date:** Friday, February 25, 2022 4:04:02 PM  
**Attachments:** [ITEM-Attachment-001-4349f3f591b54622a7693294a8651bc2.pdf](#)

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Hi Abby,

I watched the entire video of the P&Z discussions regarding short term emergency code amendment in the CC, T, and GR-H zones. My takeaway was staff is going to refine some of the key points of concern by the P&Z for further review prior to a vote to recommend to City Council.

A couple of weeks ago you and I discussed a property I was working on listing for sale, 160 N East Ave. It is a vacant lot in the CC2 zoning district. I inquired to clarify my understanding of FAR calculation, which I had read in the code. The property is now listed, and I need to make accurate representations regarding what is allowable on a permitted or by-right basis, with or without increases in FAR. The consideration of a minimum density and new definition of multi-family is of particular concern, along with the possibility of the CUP process for development in excess of 1.0 FAR until a long term code change is enacted. With the short term ordinance preceding, I suspect it will be a minimum of 18 months until a long term plan is in effect.

Presently there is no minimum density for this lot or requirement for street level commercial use, therefore an owner could build a single family home, a duplex townhome or condominium, or possibly 3 condos with sizes determined by land available for parking at the ground level. With minimum density up in the air, the property is likely not salable because a purchaser is unable to evaluate risk relative to intended use and price.

I experienced this exact response this week from a potential buyer who has been interested in this property for his family's personal use as the primary motivation, with some additional residential use including Community Housing not required if he stays under 1.0 FAR. He said he just couldn't consider an investment with the level of uncertainty possible in the near and long term. He is not a developer, but simply won't buy without knowing what he is buying.

I've also had conversations with the adjacent neighbors who have interest with no particular immediate use in mind, but they can't make a financial decision without knowing what might be required by code in the future. Time will tell, but it may be that Ketchum is not investable during this limbo period.

I serve on the Government Affairs Committee of the Sun Valley Board of Realtors, so will be following the actions at the P&Z and City Council. But, please let me know if my understanding of the code and potential changes are accurate. I've included the attached doc in my listing for agents to review, but appreciate any updates for my representation and disclosures.

Finally, I want to assure you as a resident and business owner in Ketchum since 1975, I fully appreciate and share the concerns and efforts of the staff, P&Z (upon which I served), the Mayor, and Council during this unprecedented period of growth; so much that I am working out of civic duty on non-profit housing solutions for the entire community. Just thought I'd share this real life day to day issue within my business practice and value your help!

Thanks,

Tom

Tom Drougas/ Owner/Broker  
Sun Valley Real Estate LLC  
CHRISTIE'S INTERNATIONAL REAL ESTATE  
300 N. Main Street  
Ketchum Idaho, 83340-2277

(208) 720 6089 Mobile  
[tdrougas@gmail.com](mailto:tdrougas@gmail.com)  
[www.sunvalleyrealestate.com](http://www.sunvalleyrealestate.com)



**From:** [bob@sunvalleyrealtors.org](mailto:bob@sunvalleyrealtors.org)  
**To:** [Matthew Mead](#); [Neil Morrow](#); [Tim Carter](#); [Spencer Cordovano External](#); [Brenda Moczygemba](#)  
**Cc:** [Participate](#)  
**Subject:** Item 8 - today's agenda development regulation  
**Date:** Tuesday, February 15, 2022 2:50:46 PM  
**Importance:** High

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Ketchum P&Z;

It is with great concern that I read the staff report today for item 8 on today's agenda. Staff is requesting that you provide direction to it, which direction would include consideration of another "emergency" ordinance where no emergency exists. This is abusive governance especially when there are existing procedures in place to address the items staff would have you include in the emergency ordinance, except for the most egregious request of all which is that you require projects with density in excess of 1.0 FAR in the CC zone to receive a conditional use permit in addition to all of the already existing entitlement requirements in the zoning code.

When you review the criteria and conditions of approval for CUPs in section 17-116 of the code, which I hope you will do before further consideration of these requests, you see that if a CUP is required, the KPZ is granted essentially a blank check authority to alter development proposals as it sees fit in exchange for its approval, making the rules as established in other sections of the zoning code meaningless. With all due respect, it places the power with your commission, an appointed/unelected body, to dictate programmatic characteristics (and virtually every other characteristic) of a development regardless of other code provisions. It removes the checks and balances, and any certainty of outcome, that an established, written zoning code offers to the public.

Here are two excerpts from section 17.166.050 indicating that types of conditions it would be within your power to impose:

E. Designate the exact location and *nature of the development*.

G. Require *more restrictive standards* than those generally required in an ordinance.

If the staff requests are enacted as presented, project sponsors will have no certainty with regard to the entitlement procedure, making it virtually impossible to justify purchasing property for development in Ketchum. How does this fit with the desire to have accelerated development of workforce housing? What about the families whose living is dependent on the multiple trades and professions benefitting from responsible development in Ketchum? An emergency ordinance (182 days) and interim ordinance (1 year) that in reality could be a very thinly disguised 1.5 year development moratorium entirely ignores their needs, and the need to engage the private sector in the workforce housing solution. There is no fair play or fair process included in this heavy handed approach.

Finally, **it is impossible for the public to adequately review, consider and offer alternatives or solutions** to a set of requests with scope as huge as these, when the first public notice of it was given three business days before you are being asked to recommend the way forward for staff. Unless the public is treated more inclusively, and without several more meetings during which you are able to receive its comments, this will represent a mockery of the public process that this administration says is its primary concern.



Please include in your directions to staff the requirements, before this matter is taken to the City Council, for i) more extensive public outreach including workshops and time for the public to adequately consider these requests, ii) a prohibition on another unjustified emergency ordinance, and iii) removal of the request to require CUPs for CC zone developments in excess of 1.0 FAR.  
Sincerely,

Bob Crosby  
Government Affairs Director  
Sun Valley Board of REALTORS  
208-721-8353

**From:** [Pam Colesworthy](#)  
**To:** [Participate](#)  
**Subject:** Proposed KCC Building Moratorium  
**Date:** Wednesday, March 02, 2022 1:00:45 PM

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Dear Commissioners and Planning Department,

As you debate whether to impose a building moratorium in the coming weeks, please consider the following:

- **Downtown Vibrancy** - Is the current building development truly hindering downtown vibrancy? As I see it now, none of the current new construction in the core has eliminated residences. In fact, once completed they will accommodate more downtown housing than with the previous old buildings that were used strictly for retail or offices.
- **Size and Mass** - If shrinking the mass of buildings to create more sidewalk relief and interest with different profiles, materials and textures is the aim, then allowing for **single lot** development should not be hindered. By this I mean that you might put a moratorium on combining or consolidating lots, while you review how you want those to be developed. However, a moratorium on a single 5,500 sf lot will hinder the good kind of development that you want, and even potentially more workforce housing as a developer works with the city to create the current models of ground floor retail with upper floor condominiums.
- **Infill** - Throughout the Tourist and GR-H zones I'm seeing some infill projects, which again adds to our economy. I would not want you to squelch those projects too through a moratorium.

Thank you for hearing my thoughts. I look forward to the discussion at the next meeting.

Sincerely,

Pam Colesworthy



**KETCHUM PLANNING AND ZONING COMMISSION  
ZONING CODE INTERPRETATION 22-001  
NONCONFORMING BUILDING PADS IN MOUNTAIN OVERLAY**

**INTERPRETATION QUESTION**

This zoning code interpretation addresses redeveloping nonconforming properties within the Mountain Overlay. Current code requires new buildings to be constructed in areas that have less than 25% slope (Ketchum Municipal Code §16.04.020) and building envelopes on new parcels to be located outside of a 25% slope. Existing homes on hillsides that were developed prior to the City's establishment of the Mountain Overlay Zoning District in 1989 may not comply with current development standards. These homes are considered non-conforming buildings and may be maintained in their current condition. Nonconforming buildings and uses are governed under Chapter 17.136 of Ketchum Municipal Code. If a non-conforming structure is demolished, or a new parcel is created, then the new building and parcel must comply with all current development standards. Certain non-conforming building pads and properties can not be brought into compliance with code. The fundamental question before the Commission was whether these non-conforming properties may be developed with a new home or if these non-conforming properties would not be permitted to be redeveloped if the existing non-conforming home were to be demolished. If redevelopment was prohibited, property owners would only be able to repair, maintain, and enlarge their existing nonconforming homes in accordance with the standards specified in Chapter 17.136 of Ketchum Municipal Code.

**MOUNTAIN OVERLAY PURPOSE**

Hillside development standards protect the community character and health and safety by ensuring the adequate provision of public services and facilities, including fire protection. The Mountain Overlay standards prohibit the detrimental alteration of hillside that would adversely impact existing soils, drainage, and vegetation. The undeveloped hillsides surrounding Ketchum are one of Ketchum's character-defining features. The Mountain Overlay Zoning District ensures the preservation of these hills, ridgelines, and natural features. The standards minimize the visual impact of development by directing building sites away from higher elevations and keeping hillsides open and unobstructed.

**ZONING NONCONFORMITIES**

Nonconformities are existing uses, buildings, lots, or site features that were legally established at the time they were created but no longer comply with current zoning code regulations. When land use regulations change, existing developments may not comply with the amended zoning code standards. Requiring owners to immediately bring their non-conforming buildings and uses into compliance following land use regulation changes would be a hardship. To mitigate this hardship, zoning codes set specific standards to address nonconformities. These standards generally allow owners to maintain nonconformities in their current condition but prohibit or limit substantial modifications and expansions. This approach assumes all nonconformities will

be phased out over time. Standards regulating zoning nonconformities balance the community's interests in new land use objectives with private property interests in existing development.

**ZONING CODE INTERPRETATION IMPLICATIONS: HILLSIDE DISTURBANCE**

Redeveloping nonconforming building pads may result in even more disturbance to the hillside. New single-family homes in Ketchum have trended towards replacing existing, smaller buildings with larger structures, which would have a greater impact on the hillside. Redeveloping these nonconforming properties to comply with current City building, fire, zoning, and streets standards could result in more hillside disturbance. For example, widening an existing street that accesses a nonconforming property would result in significantly more disturbance to the hillside.

**ZONING CODE INTERPRETATION IMPLICATIONS: VISIBILITY ON HILLSIDES**

Many non-conforming buildings in the Mountain Overlay are sited on prominent ridgelines and hilltops and are highly visible. Allowing these non-conforming building pads to be redeveloped with new homes would perpetuate a condition that is no longer allowed.

**PLANNING AND ZONING COMMISSION INTERPRETATION**

The Commission determined that the redevelopment of existing non-conforming properties may be redeveloped under the following conditions:

- A. If the property configuration is proposed to be modified (lot line adjustment, lot consolidation etc.), then the new property configuration must establish a building envelope on the lowest portion of the property. Existing non-conforming building pads are not permitted to be redeveloped outright. If a more compliant alternative at a lower elevation on the hillside property exists, the new home must be sited in the more suitable area for redevelopment.
- B. If the property configuration is not being altered or changed, then a new home may be constructed at the Commission's discretion through Mountain Overlay Design Review provided that the project does not exceed the height or limits of disturbance of the existing non-conforming home. The building footprint shall conform as close as possible to the existing building.

This determination will apply to all existing non-conforming properties in hillside areas.

Zoning Code Interpretation adopted this 8<sup>th</sup> day of March 2022.

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Neil Morrow, Chair  
City of Ketchum  
Planning and Zoning Commission